

443 QUEEN STREET CTS 56097

CONTRACT - REFERENCE SCHEDULE

Contract Date

Buyer

Buyer 1 name _____ Buyer 1 date of birth _____

Buyer 2 name _____ Buyer 2 date of birth _____

A.C.N. _____ name of trust _____

address _____

telephone _____ email _____

Buyer's Solicitor

name _____

address _____

telephone _____ email _____ fax _____

Foreign Interest

☐ NO ☒ YES [Tick as applicable. If not completed, Buyer assumed not a Foreign Interest.]

Nationality if Foreign: _____

Settlement Date

Property

address Unit No. _____ **443 Queen Street CTS 56097** situated at 443 Queen Street, Brisbane, Qld 4000.

Description Lot _____ on SP 284675.

Title Reference _____

Encumbrances *Rights and Interests Reserved to the Crown under Deed of Grant No. 18014250 (Lot 1 on CP SL805627) and all encumbrances set out in this Contract*

Price

\$ _____

♥ Total Deposit

\$ _____ payable to HWL Ebsworth, Lawyers;

Initial Deposit

\$ _____ payable on the signing of this Contract; and

Balance Deposit

\$ _____ payable within 14 days after the Contract Date.

♥The Seller directs the attention of the Buyer to clause 64 **No Instalment Contract** of the Contract Terms.

Deposit Holder

HWL EBSWORTH LAWYERS (the particulars for the Deposit Holder are on the next page)

Guarantor

[IF BUYER IS A COMPANY]

Guarantor 1 Name _____

Guarantor 1 Address _____

Guarantor 2 Name _____

Guarantor 2 Address _____

Agent

name _____

address _____

telephone _____ fax _____

Seller

Seller's Solicitor

name **CBUS PROPERTY BRISBANE PTY LTD ACN 169 683 292**

address Level 1, 307 Queen Street, Brisbane Qld 4000 telephone (07) 3031 7803

name **HWL EBSWORTH LAWYERS (ATTN: Holly Crilly)**

address Level 19, 480 Queen Street (GPO Box 2033) Brisbane Qld 4000

telephone (07) 3169 4784 facsimile 1300 368 717

email hcrilly@hwle.com.au

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the buyer terminates the contract during the statutory cooling-off period. It is recommended the buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer's Signature

SIGNED by the Buyer or by its lawfully authorised agent or attorney in accordance with the PLA Act and if a company, Sections 126 or 127 of the Corporations Act 2001 (Cth):

)
) Buyer (or, if a company, director or lawfully authorised agent or attorney of Buyer).
)
) Buyer (or, if a company, director or lawfully authorised agent or attorney of Buyer).
)
) Buyer (or, if a company, director or lawfully authorised agent or attorney of Buyer)
)
)

The signatories, by placing their signatures above, warrant that:

- (a) they are the Buyer or they are authorised by the Buyer to sign; and
- (b) if an officer of a company, the company duly resolved to enter into and sign this Contract to buy the Property.

Seller's Signature

SIGNED ON BEHALF of CBUS PROPERTY)
 BRISBANE PTY LTD ACN 169 683 292 by its)
 lawfully authorised agent or attorney:

.....

NO PRE-CONTRACT REPRESENTATIONS – IMPORTANT NOTICE

No sales or marketing agent has authority from the Seller or any related company to make representations or give any warranties or assurances about the Scheme or the Property other than representations, warranties and assurances which are contained in the Relevant Documents.

Buying a property is an important investment. If the Buyer has been induced to buy the Property by, or in buying the Property has relied on anything the Buyer has been told or any assurance the Buyer has been given other than what is in the Relevant Documents, it is important these representations, warranties or assurances are identified so they can be disclaimed, confirmed, qualified or clarified before the Buyer commits to buy the Property.

The Buyer should set out below any representations, warranties or assurances that have been made to the Buyer by the Seller or any sales or marketing agent of the Seller that have, to any extent, induced the Buyer to buy the Property or on which the Buyer has to any extent relied, in its decision to buy the Property, but which are not included in the Relevant Documents:

Promise, representation, warranty or assurance	Person who made the Promise, representation, warranty or assurance	Date made

Buyer's Acknowledgment about Seller's Representations

1. The Buyer acknowledges that no sales or marketing agent has authority from the Seller to make representations or to give warranties or assurances on behalf of the Seller, other than those contained in the Relevant Documents.
2. The Buyer confirms and represents to the Seller that the Buyer has not been induced to enter into this Contract by, and has not relied on, any representations, warranties or assurances other than those which are included above or contained in the Relevant Documents or which are included above.
3. The Buyer understands that:
 - 3.1 if it leaves the table above blank, it is representing and warranting to the Seller that it has not been induced by and has not relied on anything said or done by or on behalf of the Seller to enter into this Contract, other than what is contained in the Relevant Documents;
 - 3.2 except for this representation and acknowledgement, the Seller would not have entered into this Contract; and
 - 3.3 by the acknowledgment, confirmation and representation given in paragraphs 1, 2 and 3 above, it is likely that the Buyer will not be able to sue the Seller in respect of any promise, representation, warranty or assurance other than those set out above or which are set out elsewhere in the Relevant Documents.

IF THIS CONTRACT IS SIGNED ELECTRONICALLY, PLEASE NOTE THAT THE BUYER HAS THE ABILITY TO COMPLETE THE TEXT FIELDS ABOVE.

.....
 Buyer 1 Initials

.....
 Buyer 2 Initials

Version 1 / 27 October 2023

IMPORTANT NOTICE TO BUYER

Depositing Funds into HWL Ebsworth Trust

1. HWL Ebsworth receives dozens of transfers and direct deposits into our Trust Account every day.
2. It is imperative that we know what the funds are paid for so that they can be properly receipted and applied.
3. If we can't identify and receipt a deposit into our Trust Account, it may lead to delay in progressing your matter.

Matter Reference

4. When transferring or depositing funds into our Trust Account, **it is imperative** that you include a reference which has:
 - (a) your name (as per the Contract);
 - (b) the lot number you are buying; and
 - (c) the Scheme name.

For example: *Smith: Lot 101: 443 Queen Street*

IMPORTANT

Immediately after you have transferred or deposited the funds into our Trust Account, **send to HWL Ebsworth a fax or an email with a copy of the transfer or deposit receipt**. The relevant email address and fax number are listed in the Reference Schedule of the Contract.

Trust Account Details

5. Our Trust Account details are as follows:

HWL Ebsworth ABN:	37 246 549 189
Bank Account Name:	HWL Ebsworth Lawyers Law Practice Trust Account
Bank:	Westpac Banking Corporation
Address:	388 Queen Street, Brisbane, QLD 4000
BSB:	034 003
Account:	24 66 34
Swift Code:	WPACAU2S

IMPORTANT - CYBER WARNING

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. **BEFORE** you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

CONTRACT TERMS

A MEANING OF TERMS

1. **Reference Schedule**

Terms in the Reference Schedule have the meanings shown opposite them.

2. **Disclosure Documents**

Terms used in the Disclosure Documents (including the Statutory Disclosure Statements and other statements contained in the Disclosure Documents), unless otherwise defined, have the meanings given to them in this Contract.

3. **BCCM Act**

Terms not defined in this Contract but defined in the BCCM Act have the meanings given to them in the BCCM Act.

4. **Definitions**

In this Contract, unless the context otherwise indicates:

ADI has the meaning given in the *Banking Act 1959 (Cth)*.

Authority means any government, body (including any judicial body), person or otherwise having or exercising control over the approval of, carrying out of the development, use or operation of the Scheme or the Property (or any part or proposed part of them) including any services to be provided to them.

Balance Price means the Price, less any cash Deposit paid.

Bank means an ADI that is permitted under section 66 of the *Banking Act 1959 (Cth)* to call itself a bank or a bank constituted under a law of a State of Australia.

Bank Cheque means a cheque issued or drawn by an ADI on itself.

BCCM Act means the *Body Corporate and Community Management Act 1997 (Qld)*.

Body Corporate means the body corporate created under Section 30 of the BCCM Act upon establishment of the Scheme.

Building means the building to be built within or on the Scheme Land, incorporating the Lot.

Business Day means any weekday which is not a public holiday in Brisbane.

Buyer's Solicitor means the Buyer's Solicitor named in the Reference Schedule and includes any other solicitor notice of which is given as acting for the Buyer.

By-laws means the by-laws of the Scheme as amended from time to time.

Chattels means the chattels included in the Lot at the Contract Date.

Claim includes any claim, cause of action, proceeding, right, entitlement, damage, cost, loss, liability or demand however it arises and whether it is past, present or

future, fixed or unascertained, actual, potential or contingent.

Committee means the committee of the Body Corporate.

Common Property means the common property of the Scheme (and includes, where the context requires, areas of Common Property which have been allocated pursuant to exclusive use by-laws for exclusive use of occupiers of lots in the Scheme).

Community Management Statement means the community management statement for the Scheme.

Contract means this contract document.

Cost means any cost, fee, charge, expense, outgoing, payment, liability or other expenditure of any nature including legal fees.

Deposit means the Total Deposit (which comprises the Initial Deposit and the Balance Deposit) shown in the Reference Schedule.

Digitally Sign has the meaning in the ECNL.

Disclosure Documents means the documents titled **Disclosure Documents** or similar given or delivered to the Buyer before formation of this Contract.

ECNL means the *Electronic Conveyancing National Law (Queensland)*.

Electronic Conveyancing Documents has the meaning in the *Land Title Act 1994*.

Electronic Lodgement means lodgement of a document in the Queensland Land Registry in accordance with the ECNL.

Electronic Settlement means settlement facilitated by the Platform.

Electronic Workspace means a shared electronic workspace within the Platform nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

ELNO has the meaning in the ECNL.

Essential Term means a term of this Contract which is specified to be an **Essential Term** and any other term of this Contract that a court finds to be essential.

EU Rights means the right of the Seller to establish, procure the grant of, or authorise the allocation of exclusive use to the right and enjoyment of, or special rights about Common Property or Body Corporate assets under or pursuant to an exclusive use By-law or as the original owner of all lots in the Scheme or by some other authority or method.

FATA means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

Financial Settlement means the exchange of value between financial institutions facilitated by a Platform in accordance with the Financial Settlement Schedule.

Financial Settlement Schedule means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

Foreign Interest means any person within the definition of **foreign person** in FATA.

GST means goods and services tax payable under the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

GST Notifications means each of the notifications in the approved form required to be given by the Buyer under section 16-150(2) of the Withholding Law.

GST Withholding Event means the earlier of the following events:

- (a) Settlement; and
- (a) when any of the consideration for the supply of the Property (other than consideration provided as a Deposit) is first provided.

Guarantee means the Guarantee and Indemnity **accompanying** this Contract document.

Keys means the keys, codes or devices in the Seller's possession or control for locks and security systems required to gain access to the Property.

Lot means the lot in the Scheme which is sold under this Contract and is further described in the Reference Schedule.

Management Agreements means the agreements for the caretaking of the Scheme and authorisation to carry out a letting agent's business within the Scheme between the Body Corporate and a manager.

Name means the name of the Scheme being **443 Queen Street**.

Notice means any notice, request, direction or other communication to be given under or in relation to this Contract.

Object means to object generally and includes to:

- (b) object to Title;
- (c) avoid or attempt to avoid this Contract;
- (d) refuse to effect Settlement;
- (e) delay Settlement;
- (f) make any Claim, whether before or after Settlement, including a claim for damages or compensation or any reduction in the Price;
- (g) retain any part of the Price;
- (h) require the Seller to carry out any works;
- (i) make a Claim;
- (j) withhold a consent;
- (k) seek an injunction; or
- (l) to object indirectly, for example, through participation as a member of the Body Corporate.

Origin Agreement means the agreement between the Body Corporate and Origin Energy.

Origin Energy means Origin Energy Electricity Limited A.B.N. 33 071 052 287.

Outgoings means:

- (a) rates, charges or levies on the Scheme Land or the Lot by any Authority (including rates, water charges, fire service levies etc);
- (b) land tax;
- (c) Body Corporate levies; and
- (d) Body Corporate and building insurances paid by the Seller.

Parties means the Seller and Buyer.

Party means the Seller or the Buyer as the context requires.

PLA Act means the *Property Law Act (Qld)*.

Plan means the survey plan registered pursuant to the *Land Title Act 1994 (Qld)* which created the Lot.

Platform means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland, including the system operated by Property Exchange Australia Ltd.

Power of Attorney means appointment of the Seller (and its representatives) by the Buyer as the Buyer's attorney pursuant to the clause 42 **Power of Attorney**.

PPSA means the *Personal Property Securities Act 2009 (Cth)*.

PPS Release means a document or a copy of a document (which may be a letter) signed by a Secured Party giving a release of its Security Interest for the Sold Property.

PPSR means the register kept pursuant to the PPSA.

Promotional Materials means all marketing materials (including websites), models, artists impressions, display boards and similar and any representation or depiction contained in any display apartment in relation to the Property or the Scheme.

Relevant Documents means this Contract, the Disclosure Documents and any Promotional Materials.

Regulation Module means the regulation module under the BCCM Act which applies to the Scheme.

Scheme means the **443 Queen Street CTS 56097**.

Scheme Land means the land that was subdivided to create the Scheme.

Secured Party means the holder of a Security Interest.

Security Interest has the meaning given in the PPSA.

Settlement means the event of settlement of this Contract.

Settlement Date means the date on which Settlement is to take place determined in accordance with clause 31 **Settlement Date** (subject to variation by operation of this Contract).

Settlement Materials means all things which the Seller is required to provide or give to the Buyer (including, if applicable, by way of Electronic Settlement) at or following Settlement including any releases, withdrawals, documents, certificates, declarations, Notices, instruments, materials, Keys, letters or similar.

Settlement Statement means a statement which outlines or lists:

- (a) the calculation of the Balance Price payable by the Buyer to the Seller at Settlement;
- (b) details of apportionment of Outgoings;
- (c) directions as to payment of the Balance Price and apportionment of Outgoings;
- (d) Settlement Materials; and
- (e) any other particulars the Seller considers appropriate.

Sold Property means the Lot and Chattels.

Special Conditions means the special conditions (if any) annexed to or forming part of this Contract.

Statutory Disclosure Statements means the statutory disclosure statements contained in the Disclosure Documents.

Statutory Obligation means any obligation, duty, liability, direction or requirement imposed by any statute, ordinance, regulation, by-law or subordinate legislation.

Third Party means the person in whose favour the Seller effects a Dealing.

Title means the title to the Lot.

Transfer Documents means:

- (a) a Form 1 Transfer under the *Land Title Act 1994 (Qld)*; and
- (b) a Form 24 Property Transfer Information (Part B – Transferor to complete) form.

(If before Settlement the Queensland Land Registry changes its requirements of or the form of the Transfer Documents, then the definition of Transfer Documents will be deemed to be amended to give effect to the intent of this Contract to provide for the then equivalent forms and documents as determined by the Seller's Solicitors, acting reasonably).

Withholding Law means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

Withholding Notice the notice required by and compliant with section 14-255(1) of the Withholding Law.

B **AGREEMENT TO SELL & BUY**

5. Seller's Agreement to Sell

The Seller agrees to sell the Property to the Buyer on the terms set out in this Contract.

6. Buyer's Agreement to Buy

The Buyer agrees to buy the Property from the Seller on the terms set out in this Contract.

C

7.

7.1

CONSTRUCTION STANDARDS & ACTIVITIES

Construction Standards

A matter is not a defect in the construction of the Lot (and the Buyer must not Object) if the matter:

- (a) is a scratch, chip, dent or mark on any surface not identified to the Seller prior to Settlement (as these matters may have arisen due to the Buyer's occupation or use of the Property);
- (b) has arisen due to the relevant elements of the Lot not being maintained by the Buyer in accordance with any warranty requirements and maintenance recommendations;
- (c) is an inherent natural variation:
 - (i) between different areas of the finished product; or
 - (ii) in shade, colour, texture, surface finish, markings, patinas or the like;
- (d) is a natural fissure, occlusion, line, indentation or the like of a natural product;
- (e) relates to fading, warping, expanding, contracting or distortion over time as part of normal wear and tear given the type and use, whether as a result of exposure to heat, cold, humidity, weather or the like which arises subsequent to the Buyer taking possession of the Property;
- (f) is a mark or stain due to exposure to certain substances subsequent to the Buyer taking possession of the Property;
- (g) has been caused by significant impact subsequent to the Buyer taking possession of the Property;
- (h) relates to changes to carpet which gives the appearance of a "water marking effect" due to reversal of the pile direction;
- (i) is within the tolerances set out in the "Standards and Tolerances Guide" compiled by the Queensland Building and Construction Commission (or similar) and in force at the time the building work was completed;
- (j) is ordinarily dealt with as part of routine maintenance subsequent to the Buyer taking possession of the Property;
- (k) has resulted from the effects of normal wear and tear; or
- (l) has resulted from minor shrinkage and minor settlement cracks.

8.

After Settlement Construction Activities

8.1

The Buyer acknowledges that:

- (a) construction of the Scheme and certain components of the Building may not be totally complete at Settlement and may be completed after Settlement; and

- (b) further construction of the Scheme and certain components of the Building may be carried out after Settlement,

(After Settlement Construction Activities).

8.2 The Buyer will not Object to:

- (a) After Settlement Construction Activities or other things done on the Scheme Land or within the Scheme or the Building including any noise, nuisance or other inconvenience which might arise from those activities;
- (b) the use by the Seller and any party authorised by the Seller of parts of the Scheme or the Building for construction access and storage of building materials, vehicles, equipment or fill associated with After Settlement Construction Activities, provided that does not interfere with the reasonable use of the Property;
- (c) the Seller and any party authorised by the Seller causing areas to be temporarily closed off to facilitate After Settlement Construction Activities; or
- (d) the Seller not making available for use by occupants certain areas of Common Property (including hoarding or closing off areas to prevent access and use) due to safety reasons or to enable After Settlement Construction Activities,

including if these things occur for an extended period after Settlement.

8.3 The Buyer must comply with any reasonable directions of the Seller and any contractor appointed or authorised by the Seller while After Settlement Construction Activities are being carried out, including directions related to traffic flow, both vehicle and pedestrian.

D USES

9. Uses

9.1 The Seller discloses to the Buyer that:

- (a) the Scheme is proposed to include predominantly residential use and a small retail/commercial component;
- (b) the mix of uses in the non-residential component will depend on factors such as market demand, the economy generally, availability of suitable buyers and tenants and requirements imposed by Authorities;
- (c) the range of uses in the non-residential components may include restaurants, cafe and other retail/commercial outlets which may operate or undertake delivery of produce and stock outside normal business hours;
- (d) the non-residential component may be used for any purpose permitted by any Authority from time to time or otherwise determined by the Seller; and
- (e) 24 hour public access will be permitted over certain components of the Scheme such as roadways, driveways, parking areas and thoroughfare areas (including enabling the

public to access the Brisbane River Boardwalk from Queen Street on the ground floor areas).

9.2 The Seller does not make any representation, warranty or assurance to the Buyer as to:

- (a) the type or mix of businesses that will trade from any non-residential components;
- (b) the hours during which businesses will trade (including outside of normal business hours); or
- (c) when businesses will commence trading.

9.3 Provided that the uses and operations are lawful, the Buyer must not Object to:

- (a) the matters set out in clause 9.1 or 9.2; or
- (b) the interruption of the Buyer's quiet use and enjoyment by members of the public, noise, nuisance or other inconvenience.

E DEALINGS WITH COMMON PROPERTY

10. Seller's Right to Grant Leases & Licences

10.1 The Seller may procure (or may have procured) that the Body Corporate grant leases and licences over areas of Common Property and Body Corporate assets on such terms and conditions that the Seller considers appropriate, providing that the grant does not:

- (a) materially detract from the standard or character of the Scheme;
- (b) materially affect the use of Common Property amenities or Body Corporate assets within the Scheme by the Buyer; or
- (c) have a material adverse effect on the use or value of the Property.

10.2 The Seller discloses and the Buyer acknowledges and agrees that the Seller may derive a benefit, income or fee due to a grant of the kind referred to in clause 10.1. The Buyer must not Object if this happens.

10.3 Subject to clause 10.1, the Buyer will not Object to the Seller exercising (or having exercised) its rights to procure that the Body Corporate grant leases and licences over areas of Common Property or Body Corporate assets.

10.4 Without limitation, and by way of example only, the Seller may procure (or may have already procured) that the Body Corporate grant a lease or licence:

- (a) to the Seller or any party nominated by the Seller over an area of rooftop Common Property for the purposes of installing and keeping a telecommunications aerial device at a peppercorn or nominal rental amount;
- (b) to the Seller or any party nominated by the Seller over an area of Common Property for the purposes of installing and keeping signage at a peppercorn or nominal rental amount; or
- (c) to a utility provider over an area of Common Property being an equipment keeping room in which utility supply equipment owned by the utility provider is kept.

- 10.5 The Seller or the nominated party who has the benefit of a lease or licence area as contemplated by this clause 10 may sub-lease or sub-licence (as applicable) that area to a telecommunications carrier and derive income or other benefits from doing so. If this happens, the Buyer must not Object.
- (whether registered, unregistered or statutory);
- (ii) any designations or recordings as a heritage place or similar;
- (iii) the existence or passage through the Property and the Common Property of utilities, utility infrastructure and other systems and services and all statutory rights relating to services;
- (iv) any transfer, lease, licence, covenant or other right over part of the Common Property or Body Corporate assets; and
- (v) all notifications, easements, restrictions, statutory covenants, encumbrances, covenants, administrative advices, dealings and other encumbrances (other than a mortgage, caveat, writ or charge).
- 11. Seller to Retain Fees & Payments - EU Rights**
- The Buyer:
- (a) acknowledges that the Seller has the benefit of the EU Rights;
- (b) acknowledges that the EU Rights enables Common Property areas or Body Corporate assets such as car parks, storage areas and courtyards to be allocated for exclusive use of occupants of lots included in the Scheme;
- (c) agrees that the Seller may exercise the EU Rights to procure allocations and rights even if they are not shown in the Community Management Statement;
- (d) agrees that the Seller is entitled to retain any fees or payments received by the Seller for procuring allocations pursuant to the EU Rights, whether allocated on or after establishment or changing of the Scheme; and
- (e) provided the Buyer is not materially prejudiced by doing so, must vote against any motion of the Body Corporate that the Body Corporate objects to or makes a Claim in relation to the Seller exercising the EU Rights.
- 12.4** Provided they do not materially adversely affect the Buyer's use or value of the Property, the Buyer must not Object to the surrender, extinguishment, variation or non-application to the Property, Title or the Common Property of any encumbrances, easements, interests, dealings or advices which apply to the Scheme Land.
- 13. Encumbrances on Title**
- At Settlement, the Title will be free from all material adverse encumbrances except those:
- (a) authorised by the BCCM Act or other statute;
- (b) authorised or permitted by this Contract;
- (c) in respect of which the Buyer must not Object under this Contract; or
- (d) otherwise disclosed in the Relevant Documents or elsewhere.
- F TITLE**
- 12. Title**
- 12.1 Title is under the BCCM Act and the *Land Title Act 1994 (Qld)*. The Buyer accepts Title subject to the provisions of these Acts.
- 12.2 The Buyer is not entitled to make any requisitions as to the Title.
- 12.3 The Buyer accepts Title, the Property, the Common Property and Body Corporate assets subject to and must not Object as a result of any of the following matters (all of which are authorised or permitted encumbrances or dealings for the purposes of this Contract):
- (a) any rights or interests reserved in favour of the Crown;
- (b) any matter disclosed to the Buyer in the Relevant Documents;
- (c) the Community Management Statement;
- (d) any matter endorsed upon the Plan or any other plan that concerns the Scheme;
- (e) the conditions of any approval of any Authority;
- (f) statutory easements pursuant to *Land Title Act*; and
- (g) provided they do not materially adversely affect the Buyer's use or value of the Property:
- (i) any encumbrances in favour of any Authority or any service authority
- 14. Mistake**
- 14.1 If a mistake or omission is made by the Seller in the description of the Scheme Land, the Property, the Title or the Common Property, subject to clause 14.2, the Buyer is not entitled to Object.
- 14.2 If:
- (a) the Seller has made a mistake or omission as described in clause 14.1; and
- (b) at the Settlement Date:
- (i) the mistake or omission has not been rectified; and
- (ii) the Buyer is materially prejudiced as a result of the mistake or omission,
- the Buyer may terminate this Contract by Notice to the Seller.
- 14.3 On termination under clause 14.2:
- (a) the Deposit must be released to the Buyer; and
- (b) the Buyer has no further Claim against the Seller.

15. Buyer must not Object

15.1 Subject to any rights of the Buyer under this Contract and the BCCM Act, and without limitation to the Seller's rights elsewhere in this Contract, the Buyer will not Object as a result of:

- (a) any error, mistake or omission contained in the Relevant Documents that does not materially prejudice the Buyer;
- (b) the Seller contributing towards payment of the costs of operation of the Body Corporate during the start-up phase after establishment of the Scheme;
- (c) the Seller changing its name or there being an error or inaccuracy in the name, company number, address or other particulars of the Seller in this Contract or the Disclosure Documents and the change, error or inaccuracy does not materially prejudice the Buyer;
- (d) the Scheme Land being affected by flooding or other flow or inundation of water before or after formation of this Contract, providing the Seller complies with the requirements of any approval for the development of the Scheme in this regard;
- (e) the existence of an encroachment onto or from the Scheme Land, providing the encroachment does not materially prejudice the Buyer;
- (f) the subdivision or amalgamation of any lots in the Scheme, other than the Lot;
- (g) facilities intended to be made available at Settlement still being under construction at Settlement, provided they are made available for use within a reasonable time after Settlement;
- (h) certificates of occupancy (or equivalent) being issued at different times for different parts of the Scheme or the Building;
- (i) the Body Corporate entering into arrangements in relation to supply of utilities for occupants of the Scheme, providing the arrangements are on usual market conditions for similar community titles schemes;
- (j) utility infrastructure being owned by the supplier of the utility and not the Body Corporate;
- (k) the existence of any electrical substation, sewerage system, transformer or telecommunications facility (including a tower or satellite dish) or similar thing within the Scheme, providing the existence of the facility or thing does not materially prejudice the Buyer;
- (l) insurance for the Scheme not including cover for loss or damage caused by flood or similar;
- (m) the Seller causing or having caused the Body Corporate to:
 - (i) give any indemnity in favour of an Authority (if required by the Authority);
 - (ii) enter into any agreement required by an Authority or as a condition to the provision of any service or utility;

(iii) pass resolutions for the further carrying out of the development of the Scheme;

- (n) any delay in the entry into or commencement of any agreement by the Body Corporate;
- (o) the grant of any occupation authority areas to any service contractor or letting agent.

15.2 Subject to the rights of the Buyer under the *Environmental Protection Act*, the Buyer must not Object to the Scheme Land, the Common Property or the Lot:

- (a) being recorded on or in:
 - (i) the Contaminated Land Register;
 - (ii) the Environmental Management Register; or
 - (iii) any similar register maintained by an Authority; or
- (b) being subject to a:
 - (i) site management plan;
 - (ii) remediation action plan; or
 - (iii) similar plan; or
- (c) being subject to a notice or evaluation the subject of section 408(1)(b) of the *Environmental Protection Act*.

G BODY CORPORATE

16. Body Corporate Records

The Buyer may apply and is authorised by the Seller to apply to the Body Corporate for an information certificate under Section 205 of the BCCM Act.

17. Contingent Liabilities

17.1 The Seller discloses and the Buyer acknowledges that:

- (a) the Origin Agreement may require payment to Origin Energy in the event of termination or expiry (**Origin Contingent Liability**);
- (b) the Origin Contingent Liability may be an actual, contingent or expected liability of the Body Corporate; and
- (c) the exact amount of the Origin Contingent Liability cannot be currently identified or quantified, except that the maximum liability is \$185,643.54 (including GST).

H THE BUYER

18. Proof of identity

18.1 If directed to do so by the Seller, the Buyer must, within 5 Business Days after direction, give to the Seller:

- (a) a copy of the Buyer's passport (if any);
- (b) if the Buyer is a Company, a copy of the passport of each of the directors and shareholders of the Buyer; and
- (c) such other evidence of the identity of the Buyer as the Seller may reasonably require.

18.2 A direction by the Seller under clause 18.1 may also include that the identity instruments requested be certified by an Australian solicitor, justice of the peace or consular official as true and correct copies of the original instruments.

19. Foreign Interest

19.1 The Buyer represents and warrants to the Seller that its status as a Foreign Interest as shown in the Reference Schedule is correct. The Buyer acknowledges that the Seller has relied on and been induced by the Buyer's promise in electing to enter into this Contract. If the Buyer's promise is not correct, the Buyer will be taken to have breached an Essential Term and the Seller may take whatever actions are available to the Seller under this Contract or at law.

19.2 If the Buyer is shown in the Reference Schedule as a Foreign Interest then:

- (a) this Contract is subject to the Treasurer of the government of the Commonwealth of Australia (**Treasurer**) or his delegate consenting to or providing a notice that the Treasurer has no objections (or similar) to the Buyer's purchase of the Property under FATA (**FIRB Approval**) within 45 days after the Contract Date (**Approval Date**);
- (b) the Buyer must make an application for the FIRB Approval and pay all relevant fees and taxes associated with the application and FIRB Approval within 5 Business Days after the Contract Date (**Application Date**) and must diligently pursue that application. This clause 19.2(b) is an Essential Term;
- (c) the Buyer must give the Seller a copy of the application and sufficient substantiation that all necessary payments of fees and taxes have been made within 2 Business Days after making the application and payments. This clause 19.2(c) is an Essential Term; and
- (d) the Buyer must give Notice to the Seller of the outcome of the application for FIRB Approval within 2 Business Days of determination by the Treasurer and in any event by the Approval Date, indicating that the:
 - (i) FIRB Approval has been obtained (and on giving of that Notice the condition in this clause is satisfied); or
 - (ii) FIRB Approval has not been obtained and that this Contract is terminated (in which case the Deposit is to be released to the Buyer and neither Party has any Claim against the other).

19.3 The Buyer consents to any information given by the Buyer under this Contract being included in any reports that must be given by the Seller as a condition of any approval given to the Seller under FATA.

20. Personal guarantee

20.1 Clause 20.2:

- (a) applies if the Buyer is a:
 - (i) company; or

- (ii) company trustee of a trust; and
- (b) is an Essential Term.

20.2 If this clause 20.2 applies, the Buyer must arrange that its performance under this Contract is guaranteed, in the form of the Guarantee by:

Type of Buyer	Required Guarantors
Company personally	1. Directors of company; and 2. Shareholders of company, if required by the Seller.
Company trustee	1. Directors of company; 2. Shareholders of company, if required by the Seller; and 3. Principal beneficiaries or unitholders under the trust, if required by the Seller.

20.3 The Buyer must procure that the Guarantee is signed by each Guarantor before the Seller signs this Contract.

20.4 Clause 20.5 applies if the:

- (a) Buyer fails to comply with clause 20.2; and
- (b) Seller signs this Contract notwithstanding the Buyer's failure.

20.5 If this clause 20.5 applies, the Seller:

- (a) has not waived the requirements of clause 20.2; and
- (b) may, at any time, exercise any of the Seller's rights arising from a default of an Essential Term by the Buyer.

20.6 The Buyer, and each Guarantor by signing the Guarantee, agree that if the Seller transfers or assigns its interest in this Contract, the Seller also assigns or transfers the benefit of each Guarantor's obligations and indemnities under the Guarantee to the transferee or assignee.

21. Buyer a Trustee

21.1 In this clause 21:

- (a) **Trust** means the trust for which the Buyer is described in the Reference Schedule as being a trustee of (and if there is more than one trust, then this clause 21 applies to each of them individually); and
- (b) **Trust Instrument** means the trust instrument for the Trust, and if more than one Trust, the trust instrument for the relevant Trust.

21.2 Unless otherwise disclosed in the Reference Schedule, the Buyer warrants and represents to the Seller the Buyer has not entered into this Contract as trustee of any trust.

21.3 If the Buyer is a trustee of a Trust:

- (a) each warranty and representation made by the Buyer to the Seller:
 - (i) in this Contract is taken to be true on the basis that each such representation or warranty is made by

- the Buyer personally and as trustee for the Trust.
- (ii) in clause 21.3(b) are repeated, with respect to the facts and circumstances, at the time, at Settlement.
- (b) the Buyer warrants and represents to the Seller that:
- (i) the Buyer:
- (A) is the sole trustee of the Trust;
- (B) enters into this Contract as part of the due administration of the Trust;
- (C) is empowered by the Trust Instrument to enter into and perform this Contract in its capacity as trustee of the Trust (there being no restriction on or condition of it doing so);
- (ii) this Contract is for the benefit of the Trust and its beneficiaries;
- (iii) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Instrument for the Buyer to enter into and perform this Contract;
- (iv) no property of the Trust has been re-settled or set aside to any other trust;
- (v) the Trust has not been terminated;
- (vi) no event for the vesting of the assets of the Trust has occurred;
- (vii) the Trust Instrument complies with all applicable laws;
- (viii) the Buyer:
- (A) has complied with the Buyer's obligations and duties under the Trust Instrument for and at law;
- (B) has taken all steps necessary to entitle the Buyer to be indemnified from the assets of the Trust against any liability undertaken under this Contract; and
- (ix) will, upon direction by the Seller, give to the Seller copies of all documents establishing or amending the Trust or making appointments under the Trust, including the Trust Instrument.

22. Age of Majority

The Buyer, if a natural person, whether buying as a trustee of a trust or for its own benefit, warrants and

represents to the Seller that the Buyer is at least 18 years of age at the Contract Date.

23. Insolvency or Death of Buyer

- 23.1 The Seller directs the Buyer's attention to clause 39.6(b).
- 23.2 The Buyer is in default of an Essential Term of this Contract, if, before Settlement, the Buyer:

- (a) being a company:
- (i) resolves to go into liquidation;
- (ii) enters into a scheme of arrangement for the benefit of its creditors;
- (iii) is ordered to be wound up or is placed in provisional liquidation; or
- (iv) is put into the control of a receiver and manager, official manager or administrator; or
- (b) being a natural person enters into a scheme of arrangement, composition or assignment with or in favour of its creditors or becomes bankrupt.

- 23.3 If before Settlement the Buyer dies, then the Seller may terminate this Contract. If this happens:

- (a) the Deposit must be released to the Buyer's estate or trustee as the case may be; and
- (b) neither Party has any further Claim against the other Party.

- 23.4 For the purposes of this clause 23 **Buyer** includes any of the parties that comprise the Buyer.

I DEPOSIT

24. Payment of Deposit

- 24.1 The Parties nominate the Deposit Holder as trustee for the purposes of the BCCM Act.

- 24.2 As an Essential Term, the Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule.

- 24.3 The Deposit Holder must hold the Deposit until a Party becomes entitled to it.

- 24.4 The Buyer is in default if the Buyer:

- (a) does not pay any part of the Deposit when required;
- (b) pays any part of the Deposit by a post-dated cheque; or
- (c) pays any part of the Deposit by a cheque which is dishonoured on presentation.

- 24.5 The Parties authorise and direct the transfer to the Deposit Holder of any amounts paid by the Buyer to third party deposit holders under expression of interest or similar arrangements to be credited as part payment of the Deposit by the Buyer under this Contract.

25. Deposit Holder Authority, Release and Indemnity

25.1 The Parties agree that:

- (a) this Contract constitutes a written instruction from the Parties to the Deposit Holder to hold and disburse the Deposit on the terms described in this Contract; and
- (b) the Deposit Holder holds and disburses the Deposit as stakeholder, with authority to pay the Deposit to the Party that the Deposit Holder reasonably believes is entitled to the Deposit under the terms of this Contract.

25.2 Provided that the Deposit Holder has acted honestly and in good faith, each Party releases the Deposit Holder from and separately indemnifies the Deposit Holder in respect of any liability for any loss or damage suffered or incurred by the Party as a direct or indirect consequence of or in connection with any act or omission on the part of the Deposit Holder related to its duties as stakeholder, including, without limitation, where the Deposit Holder pays the Deposit to a Party and it is subsequently determined that the payee was not entitled to the Deposit.

25.3 The Parties acknowledge and agree that:

- (a) the Deposit Holder is a third party intended to take the benefit of this clause 25 within the meaning of the PLA;
- (b) that the Deposit Holder's acceptance of the Deposit is taken to be acceptance of the benefit of this clause 25; and
- (c) the Deposit Holder is entitled to rely on the release and indemnity contained in this clause 25, notwithstanding that it is not a party to the Contract.

26. Entitlement to Deposit

26.1 Entitlement to the Deposit is determined as follows:

Circumstance	Entitlement to Deposit
If this Contract settles	Seller
If this Contract is terminated without default by Buyer	Buyer
If this Contract is terminated due to default by Buyer	Seller

J PRICE

27. Payment of Price

27.1 At Settlement, the Buyer must pay the Balance Price by Bank Cheques as directed by the Seller or the Seller's Solicitor. This is an Essential Term.

27.2 Payment of the Balance Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 27.1.

28. GST

28.1 The Parties agree that the Price is inclusive of GST.

28.2 Notwithstanding clause 28.1, if and to the extent that any part of the supply of the Property is a Taxable Supply, the Parties agree that, if it is legally entitled to do so, the Seller will apply the Margin Scheme to work out the amount of GST payable on that supply. The Buyer will not receive a tax invoice.

28.3 This clause 28 does not merge on Settlement or termination of this Contract.

28.4 Words starting with a capital letter which are not defined in this clause 28 but which have a defined meaning in the GST Law have the same meaning in this Contract.

28.5 This clause 28 binds any other entity which is or becomes the supplier or recipient of the supply of the Property or any other supply under or by reason of this Contract.

28.6 If this Contract requires a Party to pay for, reimburse, contribute to, or pay any expense or liability incurred by the other Party, the amount the payer must pay will be the amount of the expense or liability plus the amount of GST payable in respect of that payment, but reduced by the amount of any input tax credit which the other party is entitled to in respect of the expense or liability.

29. GST Withholding

29.1 Withholding Law meanings apply

Words or expressions that are defined or used in the Withholding Law have the meaning given to them in or for the Withholding Law when used in this clause 29.

29.2 Seller's Withholding Notice

If section 14-255 of the Withholding Law applies to the supply of the Property, the Seller must, before the GST Withholding Event, provide a Withholding Notice to the Buyer.

29.3 Withholding

(a) This clause 29.3 applies if, under the Withholding Law, the Buyer is required to withhold an amount from the Price or consideration payable to the Seller on the taxable supply of the Property under this Contract (**GST Withholding Amount**) and pay it to the Commissioner.

(b) For the purposes of clause 27 **Payment of Price** (or similar), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**).

(c) The Buyer must, as an Essential Term:

(i) for each person comprising the Buyer, complete and lodge with the Commissioner the GST Notifications and give copies of them to the Seller with the payment reference numbers (PRN) within 2 Business Days after the date the Seller gives Notice to the Buyer calling for Settlement; and

(ii) provide the GST Cheque to the Seller on the GST Withholding Event in accordance with section 16-30(3) of the Withholding Law.

- (d) On the GST Withholding Event, or within such further period (if any) as may be allowed by the Commissioner, provided the Buyer has complied with clause 29.3(c), the Seller must deposit the GST Cheque to the credit of the Commissioner.

29.4 Electronic Settlement

If the GST Withholding Event is Settlement and clause 73 (Electronic Conveyancing) applies, the Seller and the Buyer will be taken to have complied with clauses 29.3(c)(ii) and 29.3(d) if the Financial Settlement Schedule within the Electronic Workspace specifies payment of the GST Withholding Amount to the account nominated by the Commissioner.

29.5 Treatment of Withheld Amount

An amount withheld and paid by the Buyer under clause 29.3(c)(ii) or clause 29.4 is treated as having been paid to the Seller.

29.6 Effect on other rights and obligations

Except as expressly set out in this clause 29, the rights and obligations of the Parties under this Contract including any provisions relating to the application of the margin scheme, are unchanged.

29.7 Other information

- (a) The Seller must provide the Buyer with such information as the Buyer reasonably requires to comply with the Buyer's obligation to pay the GST Withholding Amount.
- (b) If the Buyer is registered (within the meaning of the GST Law) and acquires the Property for a creditable purpose, the Buyer must give written notice to the Seller stating this no later than 10 Business Days before the GST Withholding Event.

30. Apportionment of Outgoings

30.1 Outgoings must be apportioned between the Parties in accordance with this clause 30 **Apportionment of Outgoings** and any adjustments to be paid and received must be discharged from the Price at Settlement.

30.2 Outgoings are apportioned on the basis that:

- (a) the Seller is liable for Outgoings up to and including the day of Settlement; and
- (b) the Buyer is liable for Outgoings after the day of Settlement.

30.3 Outgoings must be apportioned, unless specified otherwise:

- (a) if paid, on the amount paid;
- (b) if assessed but unpaid, on the amount payable (excluding any discount); or
- (c) if not assessed, unless otherwise provided for in this Contract, on the amount that the Seller's Solicitor, acting reasonably, determines as the basis on which the apportionment will be made.

30.4 The land tax amount will be calculated for apportionment purposes on the basis that, as at midnight on the

previous 30th June, the Seller owned no land other than its interest in the Scheme Land.

30.5 The land tax amount for apportionment purposes for the Lot is to be determined using the following formula:

$$\frac{\$1,026,250.00 \times \text{IE}}{10,004}$$

Where:

IE = interest Lot Entitlement for the Lot.

30.6 If land tax is unpaid at the Settlement Date and the Queensland Revenue Office or its equivalent body advises that it will issue a final clearance for the Lot on payment of a specified amount (**Specified Amount**), then the following will apply:

- (a) at the election of the Seller, land tax will be apportioned on the greater of the Specified Amount or the amount calculated under this clause;
- (b) the Seller will provide a cheque for the Specified Amount at Settlement and promptly pay it to the Queensland Revenue Office after Settlement unless paid by operation of clause 73 **Electronic Conveyancing**; and
- (c) land tax will be treated as paid at Settlement.

30.7 The amount paid by the Seller for body corporate and building insurance is to be adjusted using the following formula:

$$\frac{\$317,778.97 \times \text{IE}}{10,004}$$

Where:

IE = interest schedule lot entitlement for the Lot.

30.8 No adjustment to the Price is to be made in respect of apportionment of water usage.

30.9 If any Outgoings (other than land tax which is dealt with elsewhere in this clause) are assessed but unpaid at Settlement, then the Seller may provide a cheque for the amount at Settlement and promptly pay it to the relevant Authority or entity unless paid by operation of clause 73 **Electronic Conveyancing**. If payment occurs under this clause 30.9, the relevant Outgoings will be treated as paid at Settlement.

30.10 Notwithstanding any other provision of this clause 30 if an Outgoing is paid at Settlement or is taken to be treated as paid at Settlement, the Seller may waive the requirement to adjust the Price in relation to that Outgoing.

30.11 At Settlement there is to be a payment made by the Seller to the Buyer discharged from the Price equal to the Queensland Land Registry registration fee for any mortgage or other encumbrance registered over the Title which is being released at Settlement.

K SETTLEMENT

31. Settlement Date

31.1 As an Essential Term (subject to the Seller's rights to extend the Settlement Date), Settlement must take place on the Settlement Date.

31.2 The Seller may, acting in good faith, at any time before Settlement, by Notice to the Buyer extend on any number of occasions the Settlement Date by up to an aggregate period of 90 days. If this happens, time remains of the essence of this Contract notwithstanding the extension(s). Examples of when the Seller may extend the Settlement Date include giving the Seller more time to:

- (a) rectify something that has occurred at the Scheme which prevents the Seller from giving a Property capable of occupation; and
- (b) provide the things required to be given by the Seller at Settlement.

32. Time & Place for Settlement

32.1 Unless clause 73 **Electronic Conveyancing** applies, Settlement must take place:

- (a) in Brisbane;
- (b) at a time nominated by the Seller, and if no time is nominated at 3.00 pm;
- (c) at a place nominated by the Seller, and if no place is nominated at the offices of the Seller's Solicitor in Brisbane; and
- (d) between 9.00 am and 4.00 pm.

33. Transfer Documents

33.1 This clause 33 does not apply if clause 73 **Electronic Conveyancing** applies.

33.2 The Seller must prepare the Transfer Documents, but may leave out personal details regarding the Buyer, other than the name of the Buyer.

33.3 The Buyer must, within 2 Business Days after direction by the Seller, give to the Seller further particulars as required by the Seller to enable the Seller to prepare the Transfer Documents.

33.4 The Buyer must, within 10 Business Days after engaging any solicitor to act on its behalf in relation to this Contract and the conveyance of the Lot pursuant to it, cause that solicitor to give the Seller's Solicitor an undertaking of their firm that the Transfer Documents will be used for stamping purposes only pending Settlement so that, at the relevant time, the Seller can lend the Transfer Documents to that solicitor without charge for stamping before Settlement.

33.5 On receipt of a signed undertaking from the Buyer's Solicitor that the Transfer Documents will be used for stamping purposes only pending Settlement, the Seller will, at the relevant time, lend the Transfer Documents to the Buyer's Solicitor without charge for stamping before Settlement.

33.6 The consideration to be shown in the Transfer Documents is to include the cost of any upgrades, variations or similar amounts payable by the Buyer, whether in this Contract or a separate agreement.

33.7 Each Party authorises the other Party and their solicitors to make any necessary amendments to the Transfer Documents so as to rectify any inaccuracies or complete any omissions.

34. Settlement Statement

34.1 Before Settlement, the Seller may give to the Buyer a Settlement Statement.

34.2 If the Buyer considers that there is an error or omission in respect of anything contained in the Settlement Statement, the Buyer must, within 3 Business Days after receipt of the Settlement Statement, and in any event not less than 2 hours before the time nominated by the Seller for Settlement on the Settlement Date, give to the Seller a Notice which clearly specifies the error or omission.

34.3 If the Buyer does not comply with the requirements of clause 34.2:

- (a) the Settlement Statement is taken to be correct and to list all the Settlement Materials; and
- (b) the Buyer cannot later Object or assert that the Seller was not ready, willing or able to effect Settlement because of an error or omission in the Settlement Statement.

34.4 The purpose of this clause 34 is to require the Buyer to notify the Seller well before the time for Settlement if the Buyer considers that there has been an error in the calculation of Settlement apportionments and figures or an omission in the list of Settlement Materials and to prevent the Buyer from Objecting at or after Settlement on the basis of an error or omission that could have been drawn to the Seller's attention earlier.

34.5 The Seller may, at any time before Settlement, give the Buyer an updated or amended Settlement Statement and the provisions of this clause 34 apply to that updated Settlement Statement.

34.6 Nothing in this clause 34 prevents:

- (a) the Seller from recovering any shortfall in payment of the Price after Settlement;
- (b) the Buyer from recovering any over payment of the Price after Settlement; or
- (c) a Party from requiring any apportionment to be made between the Parties after Settlement in relation to Outgoings if it is discovered that Outgoings were not apportioned in accordance with this Contract.

35. Procedure at Settlement

35.1 In exchange for payment of the Balance Price and, if applicable, release of the cash Deposit, the Seller must, as an Essential Term (but subject to clauses 35.2 and 35.3), provide or give to the Buyer at Settlement:

- (a) unstamped Transfer Documents capable of immediate registration (after stamping) if not already in the possession of the Buyer's Solicitor or otherwise contained in the Electronic Workspace for Electronic Lodgement with the Queensland Land Registry;
- (b) the Keys; and
- (c) vacant possession of the Lot.

- 35.2 It is sufficient compliance with clauses 35.1(b) and 35.1(c) if the Seller makes the Keys available for collection after Settlement from any of the following:
- the Agent;
 - any onsite manager of the Scheme; or
 - some other party nominated by the Seller, including the Seller itself.
- 35.3 The Seller need not comply with clause 35.1(b) or 35.1(c) if the Seller does not have vacant possession of the Lot because a tenant has been procured for the Property by or on behalf of or with the consent of the Buyer (without limitation, a tenant for the Property will have been procured on behalf of the Buyer if procured by any party who is appointed by the Buyer to manage the Property, even if the appointment is made before the Buyer is the owner of the Property).
- 35.4 Subject to clause 35.5, the Buyer will only be entitled to receive a PPS Release from a Secured Party for a Security Interest registered on the PPSR where:
- the Property is specifically described (in whole or part) under that Security Interest; and
 - the Buyer demonstrates to the Seller that the Sold Property is specifically described (in whole or part) under a Security Interest not less than the date 5 Business Days before the Settlement Date.
- 35.5 The Seller is not required to provide the Buyer with a PPS Release from a Secured Party in respect of any Security Interest over "**all present and after acquired property**" (or similar) of the Seller.
- 35.6 Subject to clause 35.7, if the Lot is subject to a mortgage or other adverse encumbrance which is not authorised or permitted by this Contract then the Buyer must accept at Settlement a signed release of mortgage or withdrawal, surrender, removal or revocation of such encumbrance by whatever means permitted by the relevant authority (**Release**).
- 35.7 If clause 73 **Electronic Conveyancing** applies, the Seller will give, and the Buyer must accept:
- at Settlement an effective electronic release of any:
 - mortgage; and
 - third party caveat;
 - writ or warrant of execution; and
 - statutory charge recorded on the Title, which are contained in the Electronic Workspace for Electronic Lodgement with the Queensland Land Registry; and
 - after Settlement, any other Releases and any other instruments and things required to be given by the Seller to the Buyer which have not already been given to the Buyer.
- 35.8 For the purposes of this clause 35, an instrument is deemed to be given to the Buyer if it is uploaded to the Electronic Workspace.
- 36. Notice to Body Corporate of change of ownership**
- The Buyer authorises the Seller and the Seller's Solicitor to act as its agent to give notice to the Body Corporate after Settlement that the Buyer has become the owner of the Lot. The Seller is authorised to use the latest contact particulars of the Buyer given to it by the Buyer or the Buyer's Solicitor for the purposes of giving the notice to the Body Corporate and if no such particulars have been given, then the Buyer's particulars in the Reference Schedule.
- 37. Chattels**
- 37.1 On Settlement, the Lot will contain the Chattels.
- 37.2 Ownership of the Chattels will pass to the Buyer on Settlement.
- L DEFAULT**
- 38. Buyer's Default**
- 38.1 ***Buyer's Default – Breach of Essential Term or fundamental breach of intermediate term – the Seller may affirm or terminate***
- Without limiting any other right or remedy of the Seller including those under this Contract or any right under statute or at common law, if the Buyer breaches or fails to comply with an Essential Term or makes a fundamental breach of an intermediate term of this Contract, the Seller may affirm or terminate this Contract.
 - No affirmation or termination of this Contract is effective unless it is in the form of a Notice.
 - A failure to make an election to affirm or terminate this Contract by any particular date is not to be taken as a waiver of any rights of the Seller under this Contract.
- 38.2 ***If Seller affirms***
- If the Seller affirms this Contract under clause 38.1(a), in addition to enforcing this Contract, it may sue the Buyer for damages, specific performance or both.
- 38.3 ***If Seller terminates***
- If the Seller terminates this Contract under clause 38.1(a), the Seller may do any or all of the following:
- resume possession of the Property;
 - forfeit the Deposit;
 - sue the Buyer for the Deposit (if not yet paid);
 - sue the Buyer for damages; and
 - resell the Property.
- 38.4 ***Buyer's default – breach of other term***
- Without limiting any other right or remedy of the Seller including those under this Contract or any right under statute or at common law, if the Buyer breaches or fails to comply with a term of this Contract other than a term

of the kind described in clause 38.1(a), the Seller may do either or both of the following:

- (a) sue the Buyer for damages; and
- (b) sue the Buyer for specific performance of the obligation breached.

38.5 Resale

If the Seller terminates this Contract pursuant to this clause 38 and the Property is resold, then the Seller may recover from the Buyer any and all losses suffered or incurred caused by the Buyer's breach, including, without limitation:

- (a) the difference (if any) between the Balance Price and the price for which the Property is sold on resale;
- (b) its Costs of any repossession, failed attempt to resell and the resale;
- (c) any additional loss or Cost connected with the requirement for the Seller to continue to hold the Property, such as, without limitation, debt costs;
- (d) any Outgoings that would have been payable by the Buyer if this Contract had settled from the original due Settlement Date to the date of settlement of the resale of the Property inclusive; and
- (e) any legal or other costs and outlays incurred by the Seller as a consequence of the Buyer's default.

38.6 Buyer Indemnifies Seller

The Buyer indemnifies the Seller for all and any loss the Seller suffers, and Costs the Seller incurs as a result of:

- (a) a breach of warranty, representation or promise of the Buyer; or
- (b) the Buyer's breach or failure to comply with any term or condition of this Contract,

such Costs, to the extent they comprise legal fees and outlays, are to be assessed on the full indemnity basis.

39. Seller's Default

39.1 Seller's default – Breach of Essential Term or fundamental breach of intermediate term – Buyer may affirm or terminate

- (a) Without limiting any other right or remedy of the Buyer including those under this Contract or any right under statute or at common law, if the Seller breaches or fails to comply with an Essential Term or makes a fundamental breach of an intermediate term of this Contract, the Buyer may affirm or terminate this Contract.
- (b) No affirmation or termination of this Contract is effective unless it is in the form of a Notice.
- (c) A failure to make an election to affirm or terminate this Contract by any particular date is not to be taken as a waiver of any rights of the Buyer under this Contract.

39.2 If Buyer affirms

If the Buyer affirms this Contract under clause 39.1(a), in addition to enforcing this Contract, it may sue the Seller for damages and specific performance or both.

39.3 If Buyer terminates

If the Buyer terminates this Contract under clause 39.1(a), the Buyer may do any or all of the following:

- (a) sue the Seller for the Deposit (if paid); and
- (b) sue the Seller for damages.

39.4 Seller's default – breach of other term

Without limiting any other right or remedy of the Buyer including those under this Contract or any right under statute or at common law, if the Seller breaches or fails to comply with a term of this Contract other than a term of the kind described in clause 39.1(a), the Buyer may do either or both of the following:

- (a) sue the Seller for damages; and
- (b) sue the Seller for specific performance of the obligation breached.

39.5 Seller Indemnifies Buyer

The Seller indemnifies the Buyer for all and any loss the Buyer suffers, and Costs the Buyer incurs as a result of:

- (a) a breach of warranty, representation or promise of the Seller; or
- (b) the Seller's breach or failure to comply with any term or condition of this Contract,

such Costs to the extent they comprise legal fees and outlays to be assessed on the full indemnity basis.

39.6 Insolvency of Seller - no default

- (a) If the Seller:
 - (i) resolves to seek the appointment of a liquidator, provisionally or otherwise;
 - (ii) enters into a scheme of arrangement for the benefit of its creditors;
 - (iii) is ordered to be wound up or is placed in provisional liquidation;
 - (iv) has its affairs, business or assets placed under the control of a receiver, receiver and manager, official manager, administrator or external controller; or
 - (v) on any basis whatsoever becomes insolvent or unable to pay its debts,

it will not be taken to be in default of or to have breached this Contract. The Buyer will, in that circumstance, continue to be bound by this Contract, according to its terms as though the event had not occurred.

- (b) Any financier of the Seller for the construction of the Scheme will require, as a condition of funding, that if an event described in clause 39.6(a) occurs, the Buyer cannot terminate the Contract so as to enable the financier to step in, complete the Scheme and effect settlement of the Contract.

40. Interest

40.1 Without limiting the rights of the Parties, if money payable by a Party under this Contract is not paid when due, the Party must, as an Essential Term:

- (a) in the case of the Buyer, pay to the Seller interest on that money either (as the case may be):
 - (i) at Settlement;
 - (ii) upon the Seller obtaining a judgement against the Buyer requiring the Buyer to pay the money; or
 - (iii) as otherwise agreed; and
- (b) in the case of the Seller, pay the Buyer interest on that money at the same time as the money is paid by the Seller,

calculated at 10% per year, compounded monthly, from the due date for payment until payment is made (inclusive). That interest may be recovered from the relevant Party as liquidated damages.

40.2 If the Buyer fails to effect Settlement on the due date, then the Seller may elect to charge interest (which is payable at Settlement) on the full Price without making any allowance for the Deposit having been paid by the Buyer (this clause 40.2 is included in this Contract to take into account that the Seller does not receive the Deposit until Settlement).

40.3 The Buyer's obligation to pay interest does not mean that the Seller has to agree or has agreed to extend any date on which a payment is due.

41. No offer by Seller to join managed investment scheme

Letting Agent

41.1 The Seller may, but is not required to, procure that the Body Corporate authorises a party (**Letting Agent**) to conduct a letting agent's business from the Scheme.

Buyer's Acknowledgements - No Strata Scheme

41.2 The Buyer acknowledges to the Seller and agrees as follows:

- (a) RG140 represents the ASIC's interpretation of application of the managed investment provisions of the *Corporations Act 2001 (Cth)* (**Corporations Act**) to serviced strata arrangements;
- (b) before formation of this Contract, the Seller's conduct:
 - (i) was limited to extending an invitation to the Buyer to buy the Property; and
 - (ii) did not include any offers or arrangements regarding the management of the letting of the Property after Settlement (as part of a Strata Scheme or otherwise);

(c) the Seller has not made (and is not required to make) any offer to the Buyer (either on its own behalf or for another party):

- (i) concerning the management of the letting of the Property; or
- (ii) to arrange the management of the letting of the Property,

by any party as part of a Strata Scheme or otherwise at the Scheme;

(d) accordingly, the Seller is not, at the time of entry into this Contract, a **promoter** or **operator** of a Strata Scheme.

Future Strata Scheme

41.3 The Buyer acknowledges to the Seller and agrees that if at any time the Letting Agent elects to make an offer to the Buyer about the management of the letting of the Property as part of a Strata Scheme:

- (a) the Seller by entering into this Contract makes no offer or other representations about such arrangement;
- (b) it is the obligation of the Letting Agent alone to comply with all relevant laws; and
- (c) the Seller will have little or no control over the Letting Agent in that regard.

Seller's Reliance

41.4 The Buyer acknowledges that:

- (a) the Seller has agreed to enter into this Contract in reliance upon the acknowledgments and agreements made by the Buyer in this clause 41; and
- (b) but for those acknowledgements and agreements, the Seller would not have entered into the Contract.

Definitions

41.5 In this clause 41:

- (a) "**RG140**" means the ASIC Regulatory Guide 140: Strata schemes and management rights schemes as amended from time to time.
- (b) "**Strata Scheme**" means a strata scheme for the purposes of RG140.

M POWER OF ATTORNEY

42. Power of Attorney

42.1 So far as is lawful, the Buyer irrevocably appoints, jointly and severally, the Seller and each director of the Seller, to be an attorney of the Buyer and its company nominee (if the Buyer is a company) (**Attorney**) on the terms and for the purposes set out in clause 42.2.

42.2 The Power of Attorney may be used for the following purposes:

- (a) in relation to matters to effect a novation or assignment by the Seller of this Contract, to complete, sign, seal (as "Buyer") give and deliver to any party:
 - (i) any instrument to waive any cooling off period applicable as a result of the novation; and
 - (ii) any other document to give effect to a novation or assignment; and
- (b) in relation to Body Corporate matters:
 - (i) to appoint or revoke the appointment of a voter for a general meeting of the Body Corporate within the meaning of "voter" for a general meeting of the Body Corporate under the Regulation Module and to give all necessary notifications of the appointment or revocation to the Body Corporate so that the details of the appointment or revocation may be entered into the Body Corporate roll;
 - (ii) to request that a meeting of the Body Corporate be held and to attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or the Committee, to the exclusion of the Buyer if present; and
 - (iii) to complete, sign and lodge any voting paper or any other document (including a proxy, appointment form, notice asking for an extraordinary general meeting, corporate owner nominee notification form or other representative notification form and any other notice under the Regulation Module) to allow the Seller to call for any meeting or to attend at or vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee,

in respect of any motion or resolution for or relating to any one or more of the matters or things set out in the Power of Attorney disclosure contained in the Disclosure Documents; and

- (c) in relation to other matters, to complete, sign and lodge any instrument of consent to any application for any licences or approvals required by any other owner or occupant of a lot included in the Building for the conduct of a business within or from their lot including in relation to liquor licensing approvals.

42.3 The Power of Attorney commences on the Settlement Date and expires 1 year after it commences.

42.4 The Parties agree that the Power of Attorney is a **power of attorney given as security** in terms of Section 10 of the *Powers of Attorney Act 1998* (Qld) and, as far as it is lawful, the rights of an Attorney under this clause 42 can be exercised in the total discretion of the Attorney and to

the exclusion of the Buyer. Without limitation, the rights of the Attorney under this clause 42 can be exercised even if the:

- (a) Seller obtains a benefit for itself or a third party from doing so;
- (b) exercise involves a conflict of interest or duty; or
- (c) Attorney has a personal interest in doing so.

42.5 If the Seller is a company or company trustee, the Power of Attorney may be exercised by an authorised corporate representative of the Seller.

42.6 The Buyer must, as directed by the Seller, ratify and confirm any action taken by an Attorney in exercise of the Power of Attorney.

42.7 While the Power of Attorney remains in effect, the Buyer must not transfer or assign the Lot except to a transferee or assignee who has first given a power of attorney in favour of the Seller and its directors, if a company, on the same terms as the Power of Attorney. If the Buyer does not comply with this provision, the Buyer indemnifies the Seller against all loss and damage incurred by the Seller as a result.

42.8 If directed to do so by the Seller at any time, the Buyer must, at the Buyer's expense, take all steps available in order to give full effect to the Power of Attorney including signing and completing any further instrument provided by the Seller.

42.9 For the purposes of this clause 42, the **Seller** includes any assignee of the Seller.

N GENERAL & OTHER MATTERS

43. Contract Execution, Counterparts & Exchange

43.1 This Contract and anything that needs to be signed under or contemplated by this Contract (including amendments & variations) may be signed by:

- (a) a Party or their solicitor;
- (b) by an attorney of a Party; or
- (c) any other person, firm or company holding the requisite authority to bind the relevant Party,

in any manner, including:

- (i) by manuscript mark, signature or initials;
- (ii) affixing an electronic mark, signature or initials;
- (iii) affixing a typed name of the signatory (person, firm or company); and
- (iv) any other lawful digital means.

43.2 This Contract:

- (a) may be executed in any number of counterparts, which, taken together, constitute one and the same instrument; and
- (b) including counterparts of it, may be exchanged by any means, including electronically or digitally.

43.3 The Buyer or any agent of the Buyer who electronically or digitally received this Contract or any disclosure

concerning it or the Property (either for signing or as a signed instrument) from the Seller or their agent, represents to the Seller that they consented to the giving of the documentation and any other materials by way of electronic or digital means before receiving the documentation and materials.

43.4 Each person who signs this Contract as:

- (a) attorney for a Party represents to the other Party that, at the time the person signed this Contract, they:
 - (i) were a duly appointed attorney of the Party; and
 - (ii) had not received any notice or information of the revocation of their appointment as attorney; and
- (b) an authorised officer, agent, signatory or trustee of a Party represents to the other Party that, at the time the person signed this Contract, the person had full authority to sign this Contract and bind the Party in that capacity.

44. Status of Representations, Warranties & Acknowledgements

Where, in the terms of this Contract or in the Special Conditions, a representation, warranty or acknowledgement has been made by a Party, the other Party to whom the representation, warranty or acknowledgement is made is entitled to rely on that representation, warranty or acknowledgement.

45. Seller's Reliance on Representations, Warranties & Acknowledgements

The Buyer acknowledges that the Seller has agreed to enter into this Contract in reliance upon the various representations, warranties and acknowledgements made by the Buyer in this Contract and, but for them, the Seller would not have entered into the Contract.

46. Buyer's Obligation to Disclose Rebates etc

46.1 Clause 46.2 applies if the Buyer receives or takes from the Seller the benefit of any form of rebate or discount of a portion of the Price or other concession or valuable consideration (**Buyer Advantage**) including:

- (a) a contribution towards payment of levies;
- (b) payment of transfer duty;
- (c) provision of furniture or other chattels for no or reduced cost;
- (d) application of a rental guarantee type arrangement; or
- (e) other advantage under this Contract.

46.2 If this clause 46.2 applies, the Buyer:

- (a) warrants and represents to the Seller that the Buyer will:
 - (i) fully disclose the existence of the Buyer Advantage to all parties who may have an interest in knowing about the Buyer Advantage including:
 - (A) the Buyer's financier; and

(B) any party who buys the Property from the Buyer;

(ii) not make any false declaration in respect of this Contract and the conveyance of the Property made pursuant to this Contract; and

(b) consents to the Seller disclosing any Buyer Advantage to any interested party, including the Buyer's financier; and

(c) must not Object to the Seller requiring any Transfer Documents or Electronic Workspace to be completed in accordance with all relevant practice notes, directions, articles and similar issued by the Queensland Law Society, the Queensland Land Registry and the Queensland Revenue Office.

47. Legislative Termination Rights

47.1 Clause 47.2 applies if:

- (a) the Seller reasonably forms a view that the Buyer is or has become entitled to cancel, withdraw from or terminate this Contract or declare itself not bound by this Contract under any legislative provision (**Legislative Termination Right**); and
- (b) the Legislative Termination Right has not expired and will not expire within a period less than 21 days after the date that the right arose.

47.2 If this clause 47.2 applies, then:

- (a) the Seller may send the Buyer a new contract that is on the same terms as this Contract, except for only those changes to the form of contract or to related documents that are required so that the Legislative Termination Right will not apply to the new contract (**New Contract**); and
- (b) if the Buyer does not sign and return the New Contract to the Seller with 15 Business Days from when it is sent to the Buyer, then the Seller may by Notice to the Buyer terminate this Contract and the Deposit must then be refunded to the Buyer and neither Party will have any further Claim against the other Party with respect to this Contract or its termination.

To be clear, the Buyer is not obliged to enter into a proposed New Contract.

47.3 A termination right under clause 47.2(b) may be exercised by the Seller at any time until either:

- (a) a New Contract is formed; or
- (b) the Legislative Terminate Right may no longer be exercised; or
- (c) this Contract is completed.

47.4 If a New Contract is formed, then this Contract is terminated, and the Deposit must be held as if it had been paid and earned under the New Contract and the Parties so instruct the Deposit Holder.

48. Interpretation

48.1 References

Reference to:

- (a) the word **construction** includes the carrying out of civil works type construction activities;
- (b) words in the singular include the plural, and words in the plural include the singular;
- (c) words indicating a gender includes each other gender;
- (d) a person includes an individual and a corporation;
- (e) a Party includes the Party's executors, administrators, successors, and permitted assigns; and
- (f) dimensions include the area of the thing for which the dimensions have been given.

48.2 Use of word "including"

The use of the word **including** (and any similar expression) is not used as a word of limitation.

48.3 Use of the word "or"

In any combination or list of options, the use of the word **OR** is not used as a word of limitation.

48.4 Headings

Headings are for convenience only and do not form part of this Contract or affect its interpretation.

48.5 Parties

- (a) If a Party consists of more than one person, this Contract (including each agreement, representation, warranty and promise) binds them and is for their benefit jointly and each of them individually.
- (b) A Buyer that is a trustee is bound both personally and as a trustee.

48.6 Statutes and Regulations

- (a) Reference to statutes includes, if the context requires, any regulations, codes, policy statements and similar things concerning them.
- (b) Reference to statutes and regulations includes all statutes and regulations amending, consolidating, or replacing them.

48.7 Inconsistencies

If there is any inconsistency between the terms of this Contract and any provision added to this Contract (including those added by Special Condition), subject to clauses 64 and 73, the added provision prevails.

48.8 Interpretation to Favour Binding Contract

- (a) Subject to the terms of this Contract, the Parties acknowledge that it is their intent that the Seller is obliged to sell, and the Buyer is obliged to buy the Property on the terms set out in this Contract.
- (b) If a provision of this Contract or any legislation is (in the context of whether or not this Contract

is valid and binding) open to interpretation, then such provision or legislation must be read or interpreted so that the Contract is found to be valid and binding on the Parties.

48.9 No limitation of statutory rights

A provision in this Contract that limits the right of a Party to Object does not affect the statutory rights of the Party.

49. Performance of Contract

49.1 The Seller is entitled to perform this Contract in a manner which is most beneficial to it.

49.2 In this Contract, unless specified otherwise, where the Seller is entitled to exercise:

- (a) its discretion, the Seller may do so in its absolute discretion; and
- (b) a right, the Seller may exercise that right in its absolute discretion.

50. Time

50.1 Time is of the essence of this Contract, except regarding a time of day for Settlement.

50.2 Notwithstanding any other term of the Contract, if a date by which something under this Contract must be done is extended:

- (a) by agreement between the Parties;
- (b) by a Party exercising a right to extend; or
- (c) by operation of a provision of the Contract which extends the date,

time is of the essence in respect to the extended date, whether or not the terms of the agreement or notification requesting or recording the extension specified that time is to remain of the essence.

51. Measurement of Time

In relation to measurement of time:

- (a) where a period of time runs from a given day or the day of an act or event, it must be calculated exclusive of that day; and
- (b) a day is the period of time commencing at midnight and ending 24 hours later.

52. Due date not Business Day

Subject to the PLA Act, if the date or the last date for a Notice to be given, an act to be performed or a payment to be made falls on a Saturday, Sunday or public holiday then the date or the last date (as the case may be) will be the Business Day next following such date.

53. Things to be done by 5.00pm

53.1 Subject to clause 53.2, if this Contract provides for something to be done by a certain date, the Buyer, (unless this Contract specifies otherwise) must do so by 5.00pm, Brisbane time, on that date.

53.2 Clause 53.1 does not apply in relation to settlement of this Contract pursuant to the provisions of clause 73 **Electronic Conveyancing** The parties must comply with timing matters as governed by that provision.

54. Risk

The Property is at the Seller's risk until Settlement.

55. Costs and Transfer Duty

55.1 Each Party must pay its own costs on this Contract.

55.2 The Buyer:

- (a) must pay all transfer duty on this Contract and the Transfer Documents;
- (b) indemnifies the Seller in respect of all liability for payment of transfer duty on this Contract and the Transfer Documents; and
- (c) is estopped from relying on its own failure to pay transfer duty, in arguing that this Contract and any other document should not be admitted into evidence in any proceedings about this Contract or the transaction recorded in it.

56. Notices

56.1 Notices under this Contract must be:

- (a) in writing; and
- (b) in English.

56.2 Unless stipulated otherwise under this Contract, Notices given by a Party's solicitor will be treated as given with that Party's authority.

56.3 Notices and other materials contemplated under this Contract are effectively given if:

- (a) delivered or posted to the address;
- (b) sent to the facsimile number;
- (c) sent by electronic facsimile or similar method to the facsimile number; or
- (d) sent by email or other digital means to the relevant email or other digital address,

of a Party or their solicitor which:

- (i) is set out in the Reference Schedule; and
- (ii) may be updated or changed by a Party by Notice to the other Party from time to time but must include an email address.

56.4 In the case of a Notice to the Buyer's Solicitor, an email address includes any email address that the Buyer's Solicitor or any employee of the Buyer's Solicitor has used for sending emails to the Seller's Solicitor concerning the Contract.

56.5 Notices and material are treated as given when:

Method of giving Notice or materials	When Notices or materials are treated as given
if delivered	on delivery
if posted to an address in Australia	on the date 7 Business Days after posting
if posted to an address outside Australia	on the date 10 Business Days after posting
by facsimile including	when the sender obtains a

electronic facsimile or similar method	clear transmission report or other confirmation of delivery
email or other digital means	when they are sent, unless the sender receives notification that the email failed to be delivered to the recipient

56.6 For all purposes, the Parties consent to Notices and any other materials being given by electronic communication.

56.7 If the Buyer is no longer represented by a solicitor, the Seller may give Notice to the Buyer's last known contact particulars even if it is known to the Seller that the Buyer may not receive the Notice. The Parties' intention is that the onus is on the Buyer to ensure that the Seller at all times has current particulars of the Buyer in order to enable the Seller to give Notice.

56.8 This clause 56.8 applies if the address of the Buyer included in the Reference Schedule is an address outside of Australia. If this clause 56.8 applies, then in any proceedings concerning the Contract, the Seller may effect service on the Buyer by registered post and the service is effective whether or not the Buyer has notice of the proceedings.

56.9 For the purposes of clause 56.3 and the giving of disclosure, including pre-contract and post-contract disclosure, the Notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

56.10 A communication given using a messaging system in a Platform is not a Notice for the purposes of this Contract.

56.11 If the Seller has not itself signed the Statutory Disclosure Statements contained in the Disclosure Documents, the Seller affirms that it has authorised the signatory to bind the Seller to the information contained in the Disclosure Documents and to sign, date and give the Statutory Disclosure Statements as the Seller's authorised signatory and agent.

57. Variation of Contract

57.1 An amendment or variation of this Contract is not effective unless it is in writing and signed by or on behalf of the Parties by a person holding the requisite authority to bind the relevant Party.

57.2 An amendment or variation of this Contract signed by a Party's solicitor will be treated as being signed with that Party's authority.

57.3 An amendment or variation of this Contract may be signed in any manner, including by being affixed with (in any manual, electronic or digital form) a:

- (a) manuscript mark, signature or initials; or
- (b) typed name of a person, firm or company.

58. Waiver

58.1 A waiver of any right under this Contract is effective only:

- (a) if given in the form of a Notice, signed by or on behalf of the Party bound, by a person holding the requisite authority to bind the relevant Party;
- (b) in respect of the specific instance to which it relates; and

(c) for the specific purpose for which it is given.

58.2 In the absence of an effective waiver, no failure or forbearance by a Party to insist on any right to performance of a condition or obligation of the other Party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other Party is relieved or excused from performance of such condition or obligation.

59. Severance

If it is held by a Court that:

- (a) any part, clause or part of a clause of this Contract is void, voidable, illegal, unenforceable or a penalty; or
- (b) this Contract is void, voidable, illegal or unenforceable unless any part, clause or part of a clause of this Contract is severed from this Contract,

that part, clause or part of the clause will be severed from this Contract and the balance of this Contract given effect to, unless to do so would change the underlying principal commercial purposes of this Contract.

60. Rights After Settlement

Despite Settlement and registration of the Transfer Documents, any term of this Contract that can take effect after Settlement or registration remains in force.

61. Applicable Law

Queensland law applies to this Contract.

62. Further Acts

62.1 If requested by the other Party, each Party must, at its own expense, do everything reasonably necessary to give effect to this Contract.

62.2 Without limiting clause 62.1, if requested to do so by the Seller, the Buyer must, at its own expense and within a reasonable period of time (and, in any event, before Settlement):

- (i) do all things necessary in order to:
 - (A) complete any omission, rectify any error, waive any statutory right (so far as it is possible and lawful to do so); or
 - (B) resolve any ambiguity in this Contract,so as to facilitate this Contract being given effect to and being operative and enforceable as between the Parties; and
- (ii) do all things, sign all documents, give all necessary consents, enter into all necessary agreements or deeds as requested by the Seller in order to enable the Seller to perform its obligations or exercise its rights, providing that the rights of the Buyer are not materially varied.

62.3 If the rights of the Buyer under this Contract are significantly diminished as a result of a request by the Seller pursuant to clause 62.2, the Buyer must carry out the requested action if:

- (a) the Buyer became aware or ought to have become aware of the possible diminution of rights as part of any reasonable enquiries carried out before the Contract Date; or
- (b) the Buyer became aware or ought to have become aware of the possible diminution of rights as part of any reasonable enquiries carried out after the Contract Date; or
- (c) the Seller offers to provide reasonable compensation to the Buyer to offset the diminution of rights.

62.4 Without limiting clause 62.1, if requested to do so by the Seller, the Buyer must, at its own expense, do all things necessary in order to complete any omission, rectify any error, waive any statutory right (so far as it is lawful to do so) or resolve any ambiguity in this Contract so as to facilitate this Contract being considered by the Seller's construction financier as a presale for construction funding purposes.

62.5 Without limiting clause 62.1 or clause 62.2, if the Contract has been exchanged electronically, the Seller may require that the Contract is again exchanged in hard (physical paper) copy. If that happens, the Buyer agrees to exchange hard a copy of the Contract when directed to do by the Seller. This may be required, for example, in order that a funder of the Seller agrees to accept the sale made under this Contract to be a qualifying pre-sale for construction funding qualification purposes. This is an Essential Term.

63. Marketing

63.1 The Seller reserves the right to use any lot as a display unit for the sale of lots. The Buyer agrees not to Object to such use of any lot or to the display of advertising material on the Common Property.

63.2 The Seller (together with its guests and invitees) reserves the right to use any part of the Scheme including the Common Property for the purposes of promotional and sales functions. The Buyer agrees not to Object to that use of such areas by the Seller.

64. No Instalment Contract

64.1 In this clause 64, **Instalment Contract** has the meaning given to it under the PLA Act.

64.2 Notwithstanding any agreement between the Parties (including any term or Special Condition of this Contract):

- (a) the Parties agree that this Contract is not intended to be an Instalment Contract;
- (b) the Buyer is not bound to make a payment (other than a "deposit" as defined in the PLA Act) which would have the effect of making this Contract an instalment contract; and
- (c) if there is an agreement under which the Buyer is bound to make a payment which would have the effect of making this Contract an instalment contract, the agreement (including any

obligations on the Seller) is severed and of no effect.

64.3 For all purposes, including the PLA Act, the Buyer consents to the Seller:

- (a) mortgaging or charging the Property on terms and conditions the Seller in its discretion determines; and
- (b) selling parts of the Scheme Land (for example, other lots in the Scheme) to other buyers.

65. Priority Notice

The Buyer may lodge a **Priority Notice** or similar over the Title with the Queensland Land Registry but not before the date which is 5 Business Days before the date fixed as the Settlement Date.

66. Assignment

66.1 The Buyer may not assign or transfer or attempt to assign or transfer the Buyer's interest under this Contract without the prior written consent of the Seller. This is an Essential Term. The Seller requires certainty as to the identity of the Buyer to satisfy the requirements for the Seller's construction funding.

67. National Broadband Network or similar

67.1 Clause 67.2 applies if the Scheme is part of or eligible to participate in the National Broadband Network or similar. The Seller makes no representation to the Buyer that the Scheme will be part of the National Broadband Network or similar. However, the Seller may at any time in its discretion enter into an agreement with a provider for the installation of network infrastructure in and to the Scheme or the Building to form part of the National Broadband Network (**Provider**).

67.2 If this clause 67.2 applies:

- (a) the Buyer must, if directed at any time (including after Settlement) by the Seller, do anything required by the Seller to enable the Seller or any related party of the Seller to comply with its obligations to the Provider. This includes:
 - (i) transferring ownership in utility infrastructure and networks to the Provider; and
 - (ii) granting exclusive and non-exclusive licenses for the use of utility infrastructure and networks to the Provider.
- (b) the Seller may cause the Body Corporate to:
 - (i) notwithstanding clause 10.1, grant licences, including exclusive licences, over broadband network fibre and associated infrastructure on such terms as it considers appropriate (including the ability by the licensee to grant sub-licences) and as required by telecommunications suppliers (such as the Provider); or
 - (ii) waive, in accordance with clauses 17(5), 18(3) and 19(2) of Schedule 3 of

the *Telecommunications Act 1997 (Cth)* (**Schedule 3**), any right the Body Corporate has to be given notice in relation to any activity to be undertaken on the Scheme Land or within the Scheme or any ancillary area to the Scheme Land, which is authorised under Schedule 3, and any right the Body Corporate may have to object to those activities.

67.3 The Buyer must not Object to:

- (a) any matter; or
 - (b) the Seller exercising any rights,
- in this clause 67.

68. Name

68.1 The Seller may deal with the Name in any manner the Seller considers fit and may do any one or more of the following (and the Buyer must not Object if the Seller does so):

- (a) register, in favour of the Seller or any other party determined by the Seller the Name as a business name, trademark or similar;
- (b) license to the Body Corporate the right to use the Name as the name of the Scheme;
- (c) transfer to any party, including any service contractor or letting agent of the Scheme, any proprietary rights held by the Seller in the Name (whether by business name, trademark or similar); and
- (d) license to any party, including any service contractor or letting agent, the right to the use of the Name.

69. Privacy Collection Notice

69.1 **Application** - If the Seller is required by law to comply with the *Privacy Act 1988 (Cth)* (the Act), then this clause 69 applies.

69.2 **Collection of the Buyer's personal information** - The Buyer acknowledges that while negotiating, preparing, entering into, and performing this Contract, the Seller, its agents and/or solicitor may collect Personal Information about the Buyer.

69.3 **Disclosure and use of the Buyer's personal information** - The Buyer consents to the Seller, its agents and/or the Seller's solicitor collecting, holding, using and disclosing Personal Information collected about the Buyer in the following circumstances:

- (a) to allow the Seller to comply with the Seller's obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the Seller's financiers or financial advisers (or prospective financiers or financial advisers), any proposed buyers for any part of the Scheme Land, or any Authority which requires the Personal Information (such as the Australian Taxation Office), and the Seller's related and associated bodies corporate;

- (b) to facilitate any sale or potential sale or financing or potential financing for the whole or any part of the Scheme;
- (c) disclosure to third party contractors and service providers engaged by the Seller or the Builder for the purpose of the Seller performing its obligations to the Buyer under this Contract or any other contract between the Parties;
- (d) for the Seller to contact the Buyer and provide information regarding other initiatives, developments, projects and investment opportunities, via post, e-mail, telephone, social media sites or other means, provided that the Seller will give the Buyer the opportunity to opt out of receiving further direct marketing communications from the Seller, and the Buyer may opt out of receiving direct marketing communications from the Seller at any time by contacting the Seller using the details in the Seller's Privacy Policy; and
- (e) as otherwise permitted by and in accordance with the Seller's Privacy Policy.
- 69.4 The Seller agrees not to disclose Personal Information about the Buyer without the consent of the Buyer except to the extent:
- (a) permitted under clause 69.3 or any other provision of this Contract;
- (b) permitted by law; or
- (c) necessary to perform its obligations under this Contract.
- 69.5 The Buyer may seek access to and correction of the Buyer's Personal Information, and make a complaint about a breach of privacy, in accordance with the Seller's Privacy Policy.
- 69.6 **Definitions** - In this clause:
- (a) **Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable:
- (i) whether the information or opinion is true or not; and
- (ii) whether the information or opinion is recorded in a material form or not.
- (b) **Seller's Privacy Policy** means the privacy policy available at www.cbushproperty.com.au/Privacy.
- 70. Early Possession**
- 70.1 Clause 70.2 applies if, at any time before Settlement, the Seller agrees to allow the Buyer early possession of the Property. The Seller has no obligation to allow the Buyer early possession.
- 70.2 If this clause 70.2 applies, in addition to any other conditions imposed by the Seller for early possession, the Buyer takes possession of the Property on the following conditions:
- (a) the Property is at the risk of the Buyer from the date of possession;
- (b) the Buyer must insure the Property to the Seller's satisfaction;
- (c) the Buyer must keep and maintain the Property in good and substantial repair;
- (d) the Buyer must not alter or add to the Property in any way;
- (e) entry into possession is under a licence personal to the Buyer (**Licence**);
- (f) no relationship of landlord and tenant is created;
- (g) the Seller may, in its discretion, revoke the Licence at any time by Notice to the Buyer;
- (h) on revocation of the Licence, the Buyer must forthwith yield up possession of the Property to the Seller;
- (i) the Buyer must not let or part with possession or occupancy of the Property;
- (j) the Seller or any nominee of the Seller may at any reasonable time before Settlement enter and view the Property and do anything or carry out any works that the Seller considers necessary for the preservation or repair of the Property or completion of the Scheme; and
- (k) the Buyer indemnifies the Seller against any Claim incurred or suffered by the Seller directly or indirectly as a result of the Buyer's possession.
- 70.3 If the Buyer requests early possession, then the Buyer must, at and conditional upon Settlement, pay the Seller's legal fees of \$550.00 (Inc GST) to the Seller's Solicitor for facilitating the request (whether or not possession is granted).
- 70.4 If the Buyer takes early possession, then, at the election of the Seller, the apportionment of Outgoings for the purposes of clause 30 will be done on the following basis:
- (a) the Seller is liable for Outgoings up to and including the day the Buyer takes possession; and
- (b) the Buyer is liable for Outgoings after the day the Buyer takes possession.
- 71. Provision of Information**
- 71.1 The Buyer acknowledges that the Seller may provide information regarding the Scheme (including a copy of the certificate of occupancy, certificate of currency for Body Corporate insurance, etc) to the Buyer by way of an online data room or other electronic arrangement.
- 71.2 If information is provided in this manner, the Seller will inform the Buyer and provide all necessary information to access the data room to the Buyer and the Buyer must not Object to information being provided in this manner.
- 72. Entire Agreement**
- This Contract contains the entire terms agreed between the Seller and the Buyer in relation to the sale and

purchase of the Property and supersedes all prior negotiations.

73. Electronic Conveyancing

73.1 This clause 73:

- (a) applies if the form of transfer under the *Land Titles Act 1994* required to transfer Title to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this Contract to the extent of any inconsistency .

73.2 Settlement and lodgement of the Electronic Conveyancing Documents necessary to record the Buyer as registered owner of the Lot will be conducted electronically in accordance with this clause 73 and the ECNL.

73.3 Each Party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the ECNL; and
- (b) ensure that all other persons for whom that Party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the ECNL.

73.4 The Seller must nominate the Platform to be used for the Electronic Settlement. Despite clause 56.10, the Seller may nominate the Platform by sending or accepting an invitation to an Electronic Workspace in a Platform at any time considered appropriate by the Seller.

73.5 The Seller will, at a time determined by the Seller:

- (a) include the Settlement Date in the Electronic Workspace; and
- (b) nominate a time for Settlement (being the time of the day for locking of the Electronic Workspace) in the Electronic Workspace being no later than 4pm.

73.6 The Buyer must promptly:

- (a) accept the Seller's invitation to the Electronic Workspace;
- (b) enter the Electronic Workspace and:
 - (i) accept the Settlement Date; and
 - (ii) accept the time for Settlement nominated by the Seller or nominate an alternate time for Settlement on the Settlement Date;
- (c) invite any mortgagee of the Buyer to the Electronic Workspace; and
- (d) complete and Digitally Sign the Transfer Documents where required by the Buyer.

73.7 If the time for Settlement is not agreed, the Parties agree that the time for Settlement is 3pm on the Settlement Date and each Party must nominate that time as the time for Settlement (being the time of the day for locking of the Electronic Workspace) in the Electronic Workspace.

73.8 If the Parties have agreed to amend the Settlement Date or the Settlement Date is extended pursuant to the Contract Terms:

- (a) the Seller will update the Settlement Date in the Electronic Workspace;
- (b) the Buyer must promptly accept the updated Settlement Date in the Electronic Workspace; and
- (c) the provisions of clauses 73.6(b)(ii) and 73.7 apply to the agreement for the time for Settlement on the updated Settlement Date.

73.9 Within 2 Business Days after receipt of a Settlement Statement from the Seller (and in any event, within 1 Business Day before the time for Settlement on the Settlement Date), the Buyer must enter the Electronic Workspace to prepare the relevant particulars in the Financial Settlement Schedule that relate to the Buyer/source accounts.

73.10 If any part of the Price is to be paid to discharge an Outgoing, the Buyer must:

- (a) if required by the Seller, pay that amount to the Seller's Solicitor's trust account and the Seller must pay the amount to the relevant authority following Settlement; or
- (b) for other amounts, pay the amount to the destination account nominated by the Seller.

73.11 Settlement occurs when the Electronic Workspace records that the Financial Settlement has occurred, whether or not Electronic Lodgement has occurred.

73.12 A Party is not in default of this Contract to the extent it is prevented from complying with an obligation because the other Party or the other Party's financier has not done something in the Electronic Workspace.

73.13 Any rights under the Contract or at law to terminate this Contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

73.14 The Parties must:

- (a) ensure that the Electronic Workspace is completed, and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed before Settlement;
- (b) do everything else required in the Electronic Workspace or otherwise to enable Settlement to occur on the Settlement Date; and
- (c) do everything reasonably necessary to assist the other Party to trace and identify the recipient of any mistaken payment and to recover any mistaken payment.

73.15 If Settlement fails and cannot occur by 4pm on the Settlement Date because a computer system operated by a participating party is inoperative or unavailable, neither Party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

73.16 If the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of

Australia are closed, the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

73.17 Each Party is to bear its own costs in connection with Settlement occurring in the Electronic Workspace.

74. Promotional Materials

74.1 The Promotional Materials are not intended to be, nor should they be treated as, a statement of existing fact as to any aspect of the Scheme.

74.2 The Promotional Materials are not a representation or warranty by the Seller to the Buyer that:

- (a) the Scheme will be in accordance with the Promotional Materials;
- (b) the design features, facilities, improvements and inclusions as shown in the Promotional Materials are final and will form part of the Scheme as depicted in the Promotional Materials or at all; and
- (c) all aspects of the Scheme as shown in the Promotional Materials will be included in the Scheme.

DEED OF GUARANTEE AND INDEMNITY

Parties:

CBUS PROPERTY BRISBANE PTY LTD ACN 169 683 292	(Seller)
The Guarantor named in the Reference Schedule (in the Contract)	(Guarantor)
Contract for the sale and purchase of the Property to be made between the Seller and the Buyer named in the Reference Schedule (in the Contract)	(Contract)

It is agreed:

1. The Guarantor:
 - 1.1 has requested that the Seller enter into the Contract;
 - 1.2 enters into this Guarantee and Indemnity in consideration for the Seller agreeing to:
 - (a) enter into the Contract at the request of the Guarantor; and
 - (b) pay the Guarantor \$1.00 within 10 Business Days after written demand by the Guarantor to the Seller; and
 - 1.3 acknowledges the receipt of valuable consideration from the Seller for the Guarantor incurring obligations under this Guarantee and Indemnity.
2. The Seller agrees to enter into the Contract at the request of the Guarantor.
3. The Guarantor acknowledges that, under the Contract:
 - 3.1 the Seller may effect a Dealing in favour of another person (**Third Party**); and
 - 3.2 if the Seller effects a Dealing, and the Contract is novated or assigned to the Third Party, the Buyer will be bound to perform the Buyer's obligations under the Contract in favour of the Third Party.
4. The Guarantor unconditionally and irrevocably guarantees:
 - 4.1 to the Seller the due and punctual performance by the Buyer of all of its obligations under the Contract; and
 - 4.2 if the Contract is novated to the Third Party, the due and punctual performance by the Buyer of all of its obligations under any substitute contract for the sale and purchase of the Property that comes in effect as a result of a Dealing and novation (**Substitute Contract**); and
 - 4.3 if the Contract is assigned to the Third Party, the due and punctual performance by the Buyer of all of its obligations under the Contract.
5. The Guarantor, as a separate undertaking, unconditionally and irrevocably indemnifies the Seller and any Third Party against all liability, damages, costs, expenses and losses of any kind and however arising (including penalties, fines, interest, duties, fees, taxes or legal fees on a full indemnity basis) which the Seller or any Third Party may suffer as a result of or arising directly or indirectly out of:
 - 5.1 any default, breach or non-compliance by the Buyer of the Contract or a Substitute Contract (**Relevant Contract**);
 - 5.2 a breach by the Buyer of any acknowledgement, promise, representation, warranty or the like by the Buyer in a Relevant Contract or otherwise, including any promise, representation, warranty or the like which was incorrect or misleading when made;
 - 5.3 the Buyer having no obligations or being relieved of any obligations or any obligations of the Buyer becoming unenforceable under a Relevant Contract; or
 - 5.4 making, enforcing and doing anything in connection with this Guarantee and Indemnity.
6. The Guarantor agrees that the Guarantor's liability and obligations under this Guarantee and Indemnity are not affected by any:
 - 6.1 termination of a Relevant Contract as a result of any default or breach by the Buyer;
 - 6.2 insolvency, bankruptcy, death, incompetency or winding up of the Buyer or of any Guarantor;
 - 6.3 assignment or novation of a Relevant Contract by the Buyer or the Seller or a Third Party;
 - 6.4 grant of time or other concession to the Buyer by the Seller or a Third Party or to the Seller or a Third Party by the Buyer;
 - 6.5 compromise, waiver, variation or novation of any of the rights of the Seller or a Third Party against the Buyer under a Relevant Contract;
 - 6.6 delay by the Seller or a Third Party in exercising its rights or if the Seller or a Third Party does not sue the Buyer;
 - 6.7 acquiescence, acts, omissions or mistakes on the part of the Seller or a Third Party;
 - 6.8 purported rights of the Seller or a Third Party against the Buyer under a Relevant Contract being invalid, void or unenforceable for any reason including by operation of law or statute;

- 6.9 future variations or alterations to a Relevant Contract agreed between the parties to it, regardless of whether or not the Guarantor has first consented to the variation or alteration and regardless of any prejudice to the Guarantor arising from that variation or alteration;
- 6.10 other person who was named, intended or required to enter into this Guarantee and Indemnity not having done so or not having done so effectively;
- 6.11 waiver or other indulgence or the discharge or release of a Buyer or any other person from any obligation;
- 6.12 guarantee and indemnity from any other person who has entered into this Guarantee and Indemnity not being, for any reason whatsoever, enforceable; or
- 6.13 other acts, omission, thing or matter whatsoever which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations as surety.
7. This Guarantee and Indemnity:
- 7.1 extends to cover the Buyer's obligations under a Relevant Contract:
- (a) regardless of any compromise, waiver or variation of any rights against the Buyer under the Relevant Contract; and
- (b) as amended, varied or replaced, whether with or without the consent of the Guarantor, even if the amendment, variation or replacement imposes additional obligations on the Buyer, beyond those presently in the Relevant Contract; and
- 7.2 is a continuing guarantee and indemnity and, despite Settlement, remains in full force and effect for as long as the Buyer has any liability or obligation under the Relevant Contract and until all of those liabilities or obligations have been fully discharged.
8. The Guarantor represents to the Seller (and for the benefit of any Third Party) that before the Guarantor entered into this Guarantee and Indemnity the Guarantor read and understood this Guarantee and Indemnity, the Contract and any other associated documents and had taken or been given the opportunity to take legal and other advice the Guarantor considered necessary.
9. If the Seller or a Third Party novates, transfers or assigns its interest in a Relevant Contract in favour of any person or entity (**Assignee**), the benefit of the Guarantor's obligations and indemnities under this Guarantee and Indemnity are assigned to the Assignee and the Guarantor must enter into any document that the Seller or a Third Party or Assignee may reasonably require to confirm the assignment. The Seller or a Third Party may assign the benefit of the Guarantor's obligations and indemnities under this Guarantee and Indemnity without affecting or discharging the Guarantor's liability as surety in any way.
10. The Seller or a Third Party does not have to sue the Buyer or enforce any rights against any person before claiming under this Guarantee and Indemnity.
11. This Guarantee and Indemnity binds each Guarantor individually and all of them jointly.
12. This Guarantee and Indemnity is a separate, collateral instrument to the Relevant Contracts.
13. The liability of the Guarantor is not discharged by payment to the Seller or a Third Party which is later avoided by law. If that occurs, the respective rights and obligations of the Seller or a Third Party and the Guarantor will be restored as if the payment had not been made.
14. Money paid to the Seller, or a Third Party by the Guarantor must be applied first against payment of costs, charges and expenses under clause 5, then against other obligations under this Guarantee and Indemnity.
15. If there is any ambiguity in this Guarantee and Indemnity, it is to be interpreted in favour of the Seller or a Third Party. Any void, voidable or illegal term of this Guarantee and Indemnity is to be read down or severed leaving the balance operable.
16. The Guarantor acknowledges and agrees that this Guarantee and Indemnity was signed by the Guarantor before the Seller signed the Contract.
17. This Guarantee and Indemnity may be executed, exchanged and delivered in any manner permitted under the Contract for the execution and exchange of that document (including electronically).
18. Notices under this Guarantee and Indemnity are to be given in the manner set out under the Contract. The Seller may give notices to the Guarantor by giving the notice to the Buyer or the Buyer's Solicitor, including in the same instrument as any notice that is given to the Buyer.
19. The provisions of clause 48 *Interpretation* of the Contract apply to this Guarantee and Indemnity unless inconsistent with its subject matter.
20. **This Guarantee and Indemnity takes effect, is signed and delivered as a deed. The validity of this Guarantee and Indemnity as an agreement between the Seller and the Guarantor is not affected in any way if this Guarantee and Indemnity does not take effect as a deed.**

WARNING: The Guarantor is agreeing to be legally liable for the performance of the Buyer under the Relevant Contracts.

SIGNED SEALED AND DELIVERED AS A DEED by)
Guarantor 1 named in the Reference Schedule :)
)

.....
SIGNATURE – GUARANTOR 1

By placing my signature above, I warrant that I am the
Guarantor named in the Reference Schedule.

SIGNED SEALED AND DELIVERED AS A DEED by)
Guarantor 2 named in the Reference Schedule:)
)

.....
SIGNATURE – GUARANTOR 2

By placing my signature above, I warrant that I am the
Guarantor named in the Reference Schedule.

SIGNED SEALED AND DELIVERED AS A DEED by)
a lawfully authorised agent or attorney of **CBUS**)
PROPERTY BRISBANE PTY LTD ACN 169 683)
292:)

.....
**SIGNATURE – LAWFULLY AUTHORISED AGENT
OR ATTORNEY OF SELLER**

SPECIAL CONDITIONS
(Insert any Special Conditions here)

Buyer 1 Initials

Buyer 2 Initials

Seller's Initials