Contract of Sale

Sale of a Proposed Lot at
5-13 Tina Street, Redbank Plains QLD 4301

8/ 107 Miles Platting Road
EIGHT MILE PLAINS QLD 4113
1300 MSP LAW (677 529)
mohammed@msplaw.com.au

INITIAL:..... ....

Contract

For the Sale of a Proposed Lot at 5-13 Tina Street, Redbank Plains QLD 4301

The Seller and Buyer agree to sell and buy the Lot in accordance with the terms of this Contract.

Reference Schedule

Contract Date:

Parties

Agent: Ray White Rochedale in conjunction with Nazima Hansa Realty Pty Ltd

Email Address: rochedale.qld@raywhite.com / junaid.ally@raywhite.com

Address: G4/1 Centre Place, 467 Underwood Road, Rochedale South QLD 4123

Telephone: 0410 218 499

Licence No: 3820793 / 4850750

Seller: **Homes & Homes Pty Ltd ACN 604 068 762**

Address: 18 Debbie Circuit, Mount Druitt NSW 2770

Email Address:

Telephone:

Sellers Solicitor: **MSP Law**

Address: 8/107 Miles Platting, Eight Mile Plains QLD 4113

Telephone: 1300 677 529

Email Address: mohammed@msplaw.com.au

Buyer:

Address:

Email Address:

Telephone:

Tax File Number: Buyer 1: Buyer 2:

Foreign Person: Buyer 1: ☐ YES ☐NO Buyer 2: ☐ YES ☐ NO

Buyers Solicitor:

Address:

Telephone:

Email Address:

Guarantor:

Address:

INITIAL:..... ....

Property

Lot **Address:** Proposed Lot 28 5-13 Tina Street, Redbank Plains QLD 4301

Lot 28 on plan SP361300 [TO ISSUE] – as shown on the Disclosure Plan contained in the Disclosure Documents

Title Reference: [TO ISSUE]

Parcel: Lot 999 on SP343244

Local Government IPSWICH CITY COUNCIL

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.

Price

Purchase Price $

Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Lot to the Buyer.

Deposit Holder

Account Name: ZMA Pty Ltd T/A Ray White Rochedale
Bank: ANZ
BSB: 014279
Account: 395 808 839
Reference: [Buyer surname/Lot number]

Initial Deposit $1,000.00 payable when the Buyer signs this Contract

Balance Deposit $ payable on satisfaction or waiver of Finance Clause Special Condition 31

If payment will be made by Bank Guarantee, see clause 8.3

Personal vs Non Personal Use

☐ Property being acquired for investment purposes (Non-Personal Use)
☐ Property being acquired for owner occupier purposes (Personal Use)

GST Withholding Obligations

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?
☐ Yes ☐ No

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

☐ the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Lot.

☒ the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Lot. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

Title Encumbrances

See special conditions and annexures - easements and restrictions as provided under clause 13.4 of the Contract and Disclosure Statement.

Special Conditions

The attached terms of contract, special conditions, additional special conditions and annexures which comprise the terms of this Contract.

Settlement

Settlement Date: In accordance with special condition 13

Place for settlement: Brisbane or at a venue nominated by the Seller

WARNING: By signing this Contract the parties confirm that no legal advice as to the conditions contained herein was provided by the Seller. The parties further agree that any terms, special conditions or clauses were inserted at the specific request of the relevant parties and the Seller gave no legal advice about same.

INITIAL:..... ....

Cooling Off Period

This 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 this contract during the statutory cooling off period. It is recommended that the Buyer obtains an independent valuation and independent legal advice about the contract and his or her cooling off rights before signing.

Waiver / Shortening of Cooling Off Period by Buyer issued pursuant to section 167 of the Property Occupations Act 2014

I / We, the Buyer, understand I / we are entitled to a five-business day statutory cooling off period available under sections 160 and 166 of the Property Occupations Act 2014 in relation to this contract of the sale.

I / We wish to:

☐ Waive my / our statutory cooling off rights

☐ Shorten my / our statutory cooling off rights from 5 business days to _____days

I / We agree that I have / we have voluntarily agreed to waive or shorten my / our statutory cooling off rights.

Signing

Homes & Homes Pty Ltd ACN 604 068 762

Seller
By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign

Witness
No witness is required if the Seller signs using an Electronic Signature

Buyer
By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign

Witness
No witness is required if the Buyer signs using an Electronic Signature

Buyer
By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign

Witness
No witness is required if the Buyer signs using an Electronic Signature

Guarantor
By placing my signature above I warrant that I am the Guarantor named in the Reference Schedule or authorised by the Guarantor to sign

Witness
No witness is required if the Guarantor signs using an Electronic Signature

Guarantor
By placing my signature above I warrant that I am the Guarantor named in the Reference Schedule or authorised by the Guarantor to sign

Witness
No witness is required if the Guarantor signs using an Electronic Signature

INITIAL:..... ....

Special Conditions to the Contract for the Sale of a Lot at

5 - 13 Tina Street, Redbank Plains

1. Definitions

In this contract, terms in bold in the Reference Schedule have the meanings shown opposite them and unless the context otherwise requires:

(i) **ATO** means the Australian Taxation Office;

(ii) **ATO Clearance Certificate** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer

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

(iv) **Balance Purchase Price** means the Purchase Price, plus any interest payable, less the Deposit paid by the Buyer.

(v) **Bank** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

(vi) **Bank Guarantee** means a bank guarantee that is:

(i) from a bank acceptable to the Seller;

(ii) in force with no expiry date;

(iii) in a form and on terms satisfactory to the Seller;

(iv) for an amount equal to the Deposit; and

(v) payable to the Deposit Holder on demand.

(vii) **Business Day** means a day other than a Saturday or Sunday or a public holiday on the Gold Coast, Queensland.

(viii) **Buyer** means the Buyer named in the Reference Schedule and their heirs, executors, administrators and permitted assigns.

(ix) **Buyer's Prescribed Rights** means the rights of the Buyer under the Part 2 of the *Land Sales Act 1984* (Qld).

(x) **CGT Withholding Amount** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235.

(xi) **Claim** means 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.

(xii) **Contract Date** or **Date of Contract** means:

(i) The date inserted in the Reference Schedule as the Contract Date; or

(ii) If no date is inserted, the date on which the last party signs the contract.

(xiii) **Conditions Precedent** means the conditions precedent in clause 6.

(xiv) **Court** means and includes any tribunal established under statute.

(xv) **Council** means the Ipswich City Council.

INITIAL:..... ....

(xvi) **Date of Possession** means the Settlement Date or any earlier date on which you take possession of the Property.

(xvii) **Date of Registration** means the date on which the registration of the Plans by the registrar with Titles Queensland.

(xviii) **Default Interest Rate** means the REIQ contract default interest rate (published at the time payment was first due) plus 3% per year, compounded annually from the due date of payment until and including the date payment is made.

(xix) **Deposit Holder** means the party named in the Reference Schedule.

(xx) **Development** means the Development named in the Reference Schedule proposed to be completed on the Parcel generally in accordance with the Plans shown in Annexure B & C by the Seller.

(xxi) **Digitally Signed and Digital Signature** has the same meaning in the ECNL.

(xxii) **Disclosure Documents / Disclosure Statement** means the documents titled Disclosure Documents or Disclosure Statement or Further Statement or similar and given or delivered to the Buyer before formation of this Contract in accordance with section 12(1) of the Land Sales Act.

(xxiii) **Disclosure Plan** means a disclosure plan in accordance with section 11 of the Land Sales Act.

(xxiv) **Duties Act** means Duties Act 2001 (QLD)

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

(xxvi) **ELNO** has the same meaning as ECNL.

(xxvii) **ELNO System** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland.

(xxviii) **Electronic Lodgement** means settlement facilitated by an ELNO System.

(xxix) **Electronic Settlement** means settlement facilitated by an ELNO System.

(xxx) **Electronic Signature** means an electronic method of signing that identifies the person and indicates their intention to sign the Contract.

(xxxi) **Electronic Workspace** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

(xxxii) **Encumbrances** includes:

(i) Unregistered encumbrances;

(ii) Statutory encumbrances;

(iii) Security interests;

(iv) All dealings, even if they adversely effect the Lot as detailed under in the Disclosure Documents.

(xxxiii) **Estate** means the residential subdivision described in the approved plan of development contained in the Disclosure Statement and located at 5-13 Tina Street, Redbank Plains QLD 4301.

(xxxiv) **Financial Institution** means a bank, building society or credit union.

(xxxv) **Financial Settlement Schedule** means the exchange of value between Financial institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

INITIAL:..... ....

(xxxvi) **GST** means the goods and services tax under the GST Act;

(xxxvii) **GST ACT** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;

(xxxviii) **GST Withholding Amount** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;

(xl) **Land** means the land described as Lot 991 on SP321941 Title Reference 51290657 (or other land created through the progressive subdivision of the Parcel) known as 5-13 Tina Street, Redbank Plains QLD 4301 and any other land nominated by the Seller to form part of the Development.

(xli) **Land Sales Act** means the Land Sales Act 1984 (Qld).

(xlii) **Lot** means the proposed lot in the Development which is sold under this Contract, also known as the Property, and is further described in the Reference Schedule, generally shown in the Disclosure Documents which is subject to the terms and conditions of this Contract.

(xliii) **Material Adverse Change** means any changes of a Disclosure Statement (as defined in Section 13 of the Land Sales Act which change is such that the Buyer:

(i) Would not have entered into this Contract had the Buyer been aware of such inaccuracy; and

(ii) Would be materially prejudiced by the change.

(xliv) **Outgoings** means:

(i) Rates, charges or levies on the Parcel, the Land or the Lot by any Authority (including rates, water charges, fire service levies etc); and

(ii) Land Tax.

(xlv) **Parcel** means the land described as the Parcel in the Reference Schedule and Disclosure Documents as Lot 991 on SP321941 Title Reference 51290657.

(xlvi) **Parties** means the Seller and Buyer.

(xlvii) **Permitted Variations** means a Variation which, viewed objectively, does not have a material adverse effect on the use or value of the Lot and which does not result in the Lot being substantially different to that described in or as shown as the proposed Lot in the Disclosure Documents.

(xlviii) **Plan** means the survey plan to be registered pursuant to the *Land Title Act 1994* (Qld) which creates the Lot as shown in Annexure B.

(xlix) **Property** means the property described on the Reference Schedule.

(l) **Project Manager** means the person nominated by the Seller from time to time, and in the absence of a nomination, the Project Manager will be such person nominated by the Seller as being the person responsible for the completion of the Development.

(li) **Reference Schedule** means the Reference Schedule in this Contract

(lii) **Seller** means the Seller named in the Reference Schedule and their heirs, executors, administrators and permitted assigns.

(liii) **Settlement** means completion of this contract in accordance with its terms.

(liv) **Sunset Date** means sixth (6) months from the Contract Date or if extended under clause 7, the extended date, or any later date for settlement requested by the Buyer and agreed to by the Seller.

(lv) **Titles Queensland** means the department responsible for Queensland land registry.

(lvi) **Transfer Documents** means:

(i) a Form 1 Transfer under the *Land Title Act 1994* (Qld) required to transfer title in the Lot to the Buyer; and

(ii) a Form 24 Property Transfer Information form.

If Titles Queensland changes its requirements of or the form of Transfer Documents required before settlement, 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 Solicitor acting reasonably.

(lvii) **Variations** means changes, variations, reductions, omissions, substitutions or additions to (as the context requires) the Development or the Property including changes, variations, reductions, omissions, substitutions or additions to any one or more of the above which are in respect of the:

(i) Titling arrangements;

(ii) Utility infrastructure and supply arrangements;

(iii) Method of carrying out civil works or construction;

(iv) Construction materials;

(v) Creation of or change in location of any easements, restrictive covenants or positive covenants;

(vi) Number of lots included in the Development;

(vii) Omission or reduction of stages or lots within the Development;

(viii) Number, location, extent and existence of any retaining and revetment walls and the manner the retaining and revetment walls are constructed and the materials used to construct the retaining and/or revetment walls;

(ix) Location of any detention basin, stormwater or drainage easement and proximity to the Lot;

(x) Access arrangements;

(xi) Roads or open spaces;

(xii) Any building envelope within the Development;

(xiii) Landscaping;

(xiv) Facilities;

(xv) Composition;

(xvi) Density;

(xvii) Contours;

(xviii) Mix of or rights in relation to uses;

(xix) Elevations;

(xx) Location;

(xxi) Position;

(xxii) Layout;

(xxiii) Topography;

(xxiv) Size;

INITIAL:..... ....

(xxv) Dimensions;

(xxvi) Area;

(xxvii) Permitted uses;

(xxviii) Descriptions or identification numbers of lots,

(xxix) plans; and

(xxx) Addresses – street names and numbers.

2. Interpretation

(a) Plurals and Genders

Reference to:

(i) the singular includes the plural and the plural includes the singular;

(ii) one gender includes each other gender;

(iii) a person includes a body corporate; and

(iv) a party includes the party's executors, administrators, successors and permitted assigns.

(b) Parties

(i) If a party consists of more than one person, this contract binds them jointly and each of them individually.

(ii) A party that is a trustee is bound both personally and in its capacity as a trustee.

(c) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

(d) Headings

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

(e) The word 'including'

The use of the word 'including' is not used as a word of limitation.

(f) The word 'or'

The use of the word 'or' is not used as a word of limitation.

(g) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

3. The Land Sales Act and this Contract

(a) The parties agree that nothing in this Contract affects the Buyer's Prescribed Rights.

(b) To the extent of any inconsistency between the provisions of the Land Sales Act and the terms of this Contract, the relevant provisions of the Land Sales Act prevail.

(c) For the purposes of this Contract, the Land Sales Act, and any other relevant law, the Buyer agrees that it will not be materially prejudiced by:

(i) any change to the dimensions, areas, location, type, or number of lots referred to in the Disclosure Plan;

(ii) a change to the number of the Lot.

The parties acknowledge that this is not an exhaustive list.

4. The Lot

(a) The Seller discloses and the Buyer acknowledges and agrees that:

(i) the Lot:

(i) is not capable of precise definition;

(ii) does not currently have a separate title and is sold Off the Plan.

(ii) the Seller has the right to alter certain matters as set out in this Contract; and

(iii) the Lot the Seller is selling under this Contract is the Proposed Lot as described in this Contract and Disclosure Statement subject to any alterations by the Seller as permitted under this Contract.

5. Seller's Rights

If the Seller:

(i) is unable to obtain an approval from relevant authorities, on terms satisfactory to the Seller in its absolute discretion, to complete the Development or any authority refuses to grant refuses to grant or revokes any necessary permit, approval or sealing or imposes any condition on any necessary permit, approval or sealing for the Development or plans or other relevant document that prevents the Seller from satisfying a Condition Precedent, or in the case of any condition, that the Seller is unable or unwilling to comply with;

(ii) is unable to obtain sufficient funding to complete the Development on terms satisfactory to the Seller;

(iii) is unable to enter into a construction contract on terms satisfactory to the Seller in its absolute discretion;

(iv) is of the view that due to market conditions, change in legislation, planning or approval requirements, government changes or any other change that the Seller determines it to be commercially unviable, unacceptably risky or financially undesirable to complete the Development; or

(v) suffers any set back, is of the view that selling the Lot on the agreed terms with the Buyer is not or is no longer in its commercial interests or reasonably believes that the Development will not or cannot proceed;

As long as the Seller is acting in good faith, the Seller may, by giving written notice to the Buyer, terminate this Contract whether or not the Seller has terminated any other contract in the Development. On termination, the deposit will be refunded in full to the Buyer, within 5 business days from the date of termination, with neither party having any Claim against the other, except in relation to any prior breach.

6. Conditions Precedent

(a) This Contract is subject to and conditional on the Seller satisfying the following Conditions Precedent:

(i) The Seller obtaining all necessary approvals from any relevant authority for the Development;

(ii) Registration of the plan to create this Lot with Titles Queensland.

(b) The Seller must do everything reasonably necessary to satisfy the Conditions Precedent on or before the Sunset Date.

INITIAL:..... ....

7. Sunset Date

(a) For the purposes of section 14(1) of the Land Sales Act, this Contract must be settled before the Sunset Date, failing which, subject to Part 2, Division 4A of the Land Sales Act, either Party may terminate the Contract by written notice to the other Party.

(b) On termination under clause 7(a), the Deposit must be released to the Buyer, within 5 business days from the date of termination, and the Buyer has no further Claim against the Seller.

(c) Should completion of the Development be delayed due to one or more of the following:

(i) Damage by an act of nature including flood, tsunami, cyclone, earthquake, bushfire;

(ii) Riot, civil commotion, war, invasion or a terrorist act;

(iii) A public heath event occurs including a pandemic, epidemic or disease;

(iv) An imminent threat of an event in paragraphs (a)-(c);

(v) Compliance with any lawful direction or order by a Government Agency;

(vi) Proceedings being taken, threatened or disputes with adjoining or neighbouring owners;

(vii) Any delay with an Authority giving any required approval;

(viii) Delays in construction and building including material delays, trade shortages or union strikes;

(ix) Inclement weather;

(x) Any other cause, matter or thing

the Seller may extend the Sunset Date by the period of delay provided the Seller has provided a certificate by its Project Manager stating the delay and period of time. The Buyer cannot object or make Claim for any extension of the Sunset Date. The parties agree that the Seller may only extend the Sunset Date under this clause 7(c) for a maximum of 6 months from the Sunset Date.

(d) The Buyer must not make any requisition, Claim, delay settlement, rescind or terminate this Contract because of or in connection with any matter which is disclosed or referred to in this clause.

8. Purchase Price

8.1. GST

(a) The Seller shall be liable for any GST payable in respect of the supply of the Property to the Buyer under this Contract.

(b) The Seller and Buyer hereby agree to adopt the "margin scheme" pursuant to provision 75 of the GST Act.

(c) For any other supply under this Contract, unless expressly stated, all prices and other sums payable or consideration to be provided under this Contract for those supplies are exclusive of GST.

The Buyer acknowledges that:

(d) the Seller is eligible to apply the margin scheme;

(e) the margin scheme will apply to the calculation of any GST payable on the supply; and

(f) the purchase price is inclusive of any GST payable under the margin scheme.

INITIAL:..... ....

The parties agree that this clause satisfies the requirement in section 75-5(1A) of the GST Act that the application of the margin scheme is agreed in writing before the making of the supply.

Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Lot to the Buyer.

8.2. Deposit

(a) The Buyer must pay the Deposit to the Seller at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.

(b) The Buyer will be in default if it:

(i) does not pay the Deposit when required;

(ii) pays the Deposit by post-dated cheque; or

(iii) pays the Deposit by cheque which is dishonoured on presentation.

(c) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

(d) The Deposit must not exceed 20% of the Purchase Price before Settlement of the Contract. The Deposit Holder is irrevocably authorised to refund any monies that would otherwise result in the 20% threshold being exceeded.

(e) The Parties agree that the Deposit will not be invested pending Settlement.

8.3. Bank Guarantee as Deposit

(a) The Buyer may only pay the deposit by Bank Guarantee if the Seller consents. If the Seller consents, the Bank Guarantee must be on terms satisfactory to the Seller. Unless the Seller agrees to the terms of the Bank Guarantee, the Buyer has not complied with this clause 8.3.

(b) If the Buyer breaches the contract, any part of the deposit secured by Bank Guarantee is immediately payable to the deposit holder and the Buyer authorises the Seller and the deposit holder to convert any Bond to cash.

(c) If the Seller accepts a Bank Guarantee to secure the deposit and the Bond has an expiry or termination date (approved by the Seller), the Buyer must pay the deposit holder the deposit in cash at least 30 days before the date of expiry or termination. If the Buyer does not, it is a breach of the contract and in addition to the Seller's rights under the Contract, the Buyer automatically authorises the Seller and the deposit holder to convert any Bank Guarantee to cash.

(d) If the Seller is entitled to convert a Bank Guarantee under the Contract, the Buyer indemnifies the Seller (and the Buyer will keep the Seller indemnified) for any cost or loss the Seller suffers in relation to cashing the Bank Guarantee including without limitation legal costs on a full indemnity basis for any legal action taken by the Seller.

(e) If the Seller accepts a Bank Guarantee to secure the deposit and the Seller forms the opinion that the person who issued the Bond is not financially secure, the Seller can give the Buyer notice to replace the Bank Guarantee. If the Seller gives the Buyer such a notice then the Buyer must pay to the deposit holder in cash the amount secured by the Bond. If the Buyer fails to do so within 21 days of receiving the Seller's notice the Buyer will be in breach of the Contract.

8.4. Entitlement to Deposit

(a) The party entitled to receive the Deposit is:

(i) If this Contract settles, the Seller;

(ii) If this Contract is terminated without default by the Buyer, the Buyer; and

(iii) If this Contract is terminated owing to the Buyer's default, the Seller.

(b) The Deposit Holder is authorised to pay the Deposit to the party that the Deposit Holder believes is

INITIAL:..... ....

so entitled to it under clause 8.4(a).

(c) The Buyer and Seller release the Deposit Holder from all liability for any loss or damage suffered or incurred by a party where the Deposit Holder pays the to a party that the Deposit Holder reasonably believes is entitled to it, and it is subsequently determined that the party who received the Deposit was not entitled to it.

8.5. Payment of Balance Purchase Price

(a) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank Cheque as the Seller or their Solicitor directs.

(b) Notwithstanding any other provision of this Contract, a reference to a Bank Cheque:

(i) Includes a cheque drawn by a Building Society or Credit Union on itself;

(ii) Does not include a cheque drawn by a Building Society or Credit Union on a Bank;

And the Seller is not obliged to accept a cheque referred to in clause 8.5(b)(ii) on the Settlement Date.

(c) If both the following apply:

(i) The sale is not an excluded transaction under section 14-215 of the Withholding Law; and

(ii) The Seller has not given the Buyer on or before settlement for each person comprising the Seller either:

(i) An ATO Clearance Certificate; or

(ii) A variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

Then,

(iii) For clause 8.5(vi), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;

(iv) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;

(v) The Seller must return the bank cheque in paragraph (iii) to the Buyer's Solicitor at settlement; and

(vi) The Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST including in the Purchase Price for which the Buyer is entitled to an input tax credit unless:

(i) The Property includes items in addition to the Lot and Improvements; and

(ii) No later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,

In which case the market value of the Lot and Improvements will be as stated in the valuation.

(vii) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to Section 14-250 of the Withholding Law:

(i) The Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;

(ii) Prior to settlement the Buyer must lodge with the ATO:

(a) a *GST Property Settlement Withholding Notification* form ('Form 1'); and

INITIAL:..... ....

(b) a *GST Property Settlement Date Confirmation* form ('Form 2');

(iii) on or before settlement, the Buyer must give the Seller copies of:

(a) the Form 1;

(b) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;

(c) confirmation from the ATO that the Form 2 has been lodged; and

(d) a completed ATO payment slip for the Withholding Amount;

(iv) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and

(v) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.

(viii) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

9. Adjustments

(a) Adjustments must be apportioned between the Parties in accordance with this clause 9 and any adjustments paid and received on settlement so that:

(i) The Seller is liable for all Outgoings for the Lot up to and including the date of registration of the Plan that creates the Lot; and

(ii) The Buyer is liable for Outgoings from and including the date of registration of the Plan that creates the Lot.

(b) Outgoings must be apportioned:

(i) For those paid, on the amount paid;

(ii) For those assessed but unpaid, on the amount payable (excluding any discount); and

(iii) For those not assessed:

(A) On the amount the relevant authority advises will be assessed (excluding any discount); or

(B) If no advice on the assessment to be made is available or not issued in respect of the Lot, then the apportionment must be made of the assessment or Outgoings relating to the whole of the Lots in the assessment shared, or on the amount the Seller's Solicitor, acting reasonably, determines as the basis on which the adjustment will be made.

(c) If the Buyer is unable to obtain a clearance from the relevant authority in respect of the Lot, then the Buyer must accept an undertaking by the Seller, which is hereby given, that it will pay and discharge its proportion of any Outgoing owing or assessed on the Lot. The Buyer is not entitled to withhold or require the retention of any amount or require the payment of any amount to the relevant authority to obtain a clearance.

(d) The Buyer must not retain any part of the Balance Purchase Price on settlement in respect of any unassessed or unpaid land tax, rates, tax, or Outgoing.

(e) Land tax must be calculated for apportionment purposes on the basis that, as at midnight on the previous 30 June, the Seller owned no land other than its interest in the Land.

10. Creation of Lot

(a) The Seller will cause the Lot to be created in general accordance with the plans contained in the Disclosure Documents, subject to any requirements of any Authority and subject to the terms of this Contract.

INITIAL:..... ....

(b) The Seller may:

(i) alter the area or dimensions of the Land or transfer or dedicate any part of it in accordance with any approval of any Authority;

(ii) alter the number of lots in the Development.

(iii) Make minor Variations in the Lot between the Plan as produced to the Buyer and the Plan as registered by Titles Queensland including reducing the size of the Lot by up to 2% from that shown in the Contract;

(iv) construct any services on or under the Land (which need not be protected by easement).

(c) The Buyer must not withhold any part of the Balance of the Price, delay settlement or make any objection or Claim because of:

(i) any of the matters in clause 10(b);

(ii) any boundary of the Property not being fenced or that a boundary fence or wall is not on or within the boundary;

(iii) any alterations or Variations in any of the plans and specifications which when viewed objectively are not materially adversely different from those as disclosed in this Contract;

(iv) access to the Lot is by way of easement and/or is shared with others;

(i) there are any other variations, issues or matters which, viewed objectively, does not have a material adverse effect on the use or value of the Lot and does not result in the Lot, once a separate title issues for it, being substantially different to that described in this Contract or as shown in the Disclosure Plan and Disclosure Statement provided to the Buyer.

11. Seller's Warranties

(a) The Seller warrants that at settlement:

(i) it will be the registered owner of an estate in fee simple in the Lot;

(ii) it will be capable of completing this Contract;

(iii) the Lot will be free from all Encumbrances other than for the Title Encumbrances, except as disclosed or provided for in this Contract;

(iv) it will be unaware of any latent defect in the Lot, except as disclosed or provided for in this Contract;

(v) it is not aware of any current or threatened claims, notices or proceedings that may lead to a judgement order or writ affecting the Lot.

(b) If the Seller breaches a warranty under this clause 11(a), the Buyer may:

(i) terminate this Contract by notice in writing to the Seller; or

(ii) complete this Contract and claim compensation, but only if the Buyer claims it in writing before settlement.

12. Marketing/Display Lots

(a) You cannot object to reasonable methods used by us in marketing other lots in the Development or adjoining developments including, without limitation:

(i) the use of signs on the Parcel, Land or Development once established;

(ii) people passing over the Development to and from any lots in the Development.

(b) You will not object to, make any Claim or take any other action whatsoever (including issuing any proceedings for an injunction or damages) related to:

INITIAL:..... ....

(i) any operation (including construction) of any improvement, or any other things done, on the Parcel and the noise, nuisance or other inconvenience which might arise from that;

(ii) the use by the Seller, and persons authorised by the Seller, of lots in the Development to:

(A) give access to and egress from any part of the Parcel with or without vehicles and equipment; and

(B) store materials, vehicles, equipment or fill on the Parcel.

(iii) complying with any reasonable direction of the Seller (or those authorised by it) while construction operations are being carried out on the Parcel, including directions related to traffic (vehicle and pedestrian) flow.

(c) In exercising the Seller's rights under this clause, the Seller will use reasonable endeavours to prevent undue interference with the enjoyment, by the Buyer, of the Property.

13. Settlement

13.1. Time and Date

(a) The Settlement Date will be 14 days after the day the Seller notifies the Buyer that all of the Conditions Precedent are satisfied and the Development is established and Lot created. The Buyer must not settle earlier than 14 days after the Seller notifies the Buyer that the Lot has been established.

(b) Settlement must occur between 9.00am and 4.00pm on the Settlement Date; and

(c) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement or the office of a Solicitor or Financial Institution nominated by the Seller.

13.2. Extension of the Settlement Date

(a) The Buyer acknowledges that nothing in this clause:

(i) Is a representation by the Seller that it will agree to an extension of the Settlement Date;

(ii) Creates any entitlement for the Buyer to an extension of the Settlement Date; or

(iii) Alters time being of the essence of this Contract. The parties agree that should the Settlement Date be extended, time is of the essence in respect to the extended Settlement Date.

(b) If the Buyer requests an extension of the Settlement Date, the Seller may agree to the extension in its sole discretion. If the Seller agrees to and grants the extension, the Buyer acknowledges it will be liable for any penalty or cost or interest amount imposed by the Seller under this Contract.

(c) If for any reason the Seller is unable to:

(i) provide access to the Lot to the Buyer;

(ii) complete this Contract on the Settlement Date; or

(iii) otherwise perform any of its obligations under this Contract,

then, the Seller may, by notice in writing to the Buyer:

(iv) terminate this Contract; or

(v) extend the Settlement Date by a period of not more than three (3) months from the original Settlement Date.

(d) The Seller may extend the Settlement Date under Special Condition 13.2(c)(v) more than once, so long as the Settlement Date is not extended, in aggregate, beyond the date which is three (3) months from the original Settlement Date.

INITIAL:..... ....

(e) If the Seller is unable to complete this Contract by the date which is three (3) months after the original Settlement Date, then this Contract will automatically be at an end and the Deposit and any other money paid shall be refunded to the Buyer and neither party shall have any action or Claim against the other party arising out of this Contract.

13.3. Documents at Settlement

In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at Settlement:

(a) Separate indefeasible Title;

(b) Unstamped Transfer Documents capable of immediate registration after stamping;

(c) Any instrument necessary to release any encumbrance over the Property in compliance with the Seller's obligation in clause 16.1;

(d) Vacant possession of the Lot.

13.4. Title to the Lot and the Included Chattels

(a) The Property is sold and the Buyer shall take title subject to matters including:

(i) Any latent or patent defect of the Property;

(ii) Any easements benefiting or burdening the Property or the Parcel, including:

(A) the passage or provision of services;

(B) lateral and/or subjacent support; and

(C) projections from the Parcel over adjoining properties or over the Parcel from adjoining properties;

(iii) any transfer, lease, easement or other right over the Parcel (whether existing or not) to an Authority or similar entity;

(iv) any notification, easement or restriction (other than a mortgage) reasonably required to satisfy an Authority as a condition to the grant of any approval or the registration of any plan or document;

(v) any notification on any rates notice for the lot;

(vi) anything described for referred to in the Disclosure Statement or Development Approval;

(vii) any Encumbrance affecting the Property or the Parcel (other than a mortgage or charge);

(viii) any easement, occupation authority or other right over the Land to the Crown, local government, Government corporate, any other statutory authority, any entity providing any service, adjoining owner or owner of land within the Development;

(ix) Any mains, pipes, wires, equipment or connections of any service provider or relevant authorities responsible for the provision of the services;

(x) Any services that pass through or situated on, over or under the Property;

(xi) Any water or sewerage main or any underground or surface storm water pipe or drain passing through or situated on over or under the Property;

(xii) Any sewer manhole or vent on the Property;

(xiii) Any boundaries of the Property that are not fenced; or

(xiv) Any matters relating to the Property including any non-compliance with any laws.

(b) Before entering into this Contract, the Buyer has satisfied itself as to the matters referred to in this clause 13.4.

(c) This clause 13.4 does not merge on completion of this Contract.

13.5. Staged Settlements

(a) The Seller may elect to effect settlement of the sale of various lots within the Development at different times on a staged basis (**Staged Settlements**).

(b) The Buyer must not object to the Seller effecting Staged Settlements.

(c) The Seller discloses and the Buyer acknowledges that if the Seller elects to effect Staged Settlements, construction works of some parts of the Development (but not the Lot) may continue to be undertaken after Settlement.

(d) The Buyer will not object to the Seller effecting Staged Settlements and the Buyer will not object to the continued construction activities with the Development including but not limited to:

(i) Works done on or within the Parcel or Development Land including works that create noise, nuisance, inconvenience or other that may arise from the activities;

(ii) The use by the Seller and their authorised parties of parts of the Parcel or Development Land for construction access, to maintain a site office and storage of building materials, vehicles, equipment or fill; and

(iii) The Seller and their authorised parties causing areas within the Development to be temporarily closed or restricted to facilitate the continued construction of the Development,

Despite these works occurring after Settlement even if for an extended period after Settlement.

14. Disclosure Statement

(a) The Buyer warrants it received a Disclosure Statement relevant to the Lot being purchased which includes all information the Seller is required to give, as required under the Land Sales Act, prior to entering into the Contract.

(b) The Buyer warrants that the Seller has complied with their obligations under section 12 of the Land Sales Act by providing a copy of the Disclosure Statement to the Buyer.

(c) The Buyer acknowledges and agrees that the Seller has entered into this Contract in reliance on the warranties contained in this clause and on the basis that those warranties are true and not misleading.

15. Time

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for Settlement.

16. Dividing Fence

(a) Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

17. Matters Affecting the Lot

17.1. Encumbrances

The Lot is sold free of all Encumbrances other than Title Encumbrances and statutory easements for the Development and those detailed under this Contract.

17.2. Requisitions

The Buyer may not deliver any requisitions or enquiries on the Lot.

17.3. No Caveat

(a) The Buyer must not and must ensure that any person Claiming through the Buyer does not lodge a caveat affect the Property or Parcel.

(b) The Buyer must keep indemnified the Seller against all loss or damages as may be suffered by the Seller in the event that the Buyer breaches this clause. This indemnity does not merge on completion or termination of this Contract.

18. Risk

The Lot is at the Seller's risk until Settlement and thereafter risk passes to the Buyer.

19. Buyer's Default

19.1. Seller May Affirm or Terminate

If the Buyer fails to comply with any provision of this contract, the Seller may affirm or terminate this contract.

19.2. If Seller Affirms

If the Seller affirms this contract under clause 19.1, it may sue the Buyer for:

(a) damages;

(b) specific performance; or

(c) damages and specific performance.

19.3. If Seller Terminates

If the Seller terminates this contract under clause 19.1, it may do all or any of the following:

(a) resume possession of the Lot;

(b) retain the Deposit and any part of the Balance Purchase Price then paid;

(c) sue the Buyer for damages;

(d) resell the Lot.

19.4. Resale

(a) The Seller may recover from the Buyer as liquidated damages:

(i) any deficiency in price on a resale; and

(ii) its expenses connected with this contract, any repossession, any failed attempt to resell, and the resale;

provided the resale settles within 2 years of termination of this contract.

(b) Any profit on a resale belongs to the Seller.

19.5. Seller's Damages

The Seller may Claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on a solicitor and own client basis.

19.6. Interest on Late Payments

(a) Without affecting the Seller's other rights, if any money payable by the Buyer under this contract is not paid when due (including Deposit and Balance Purchase Price), the Buyer must pay the Seller at settlement interest on that money calculated at the Default Interest Rate from the due date for payment until and including the date payment is made.

(b) The Seller may recover that interest from the Buyer as liquidated damages.

INITIAL:..... ....

(c) If the Buyer fails to effect Settlement on the Settlement Date, then the Seller may elect to impose interest on the full Purchase Price without making any allowance for the Deposit having been paid by the Buyer.

(d) The Buyers obligation to pay interest does not amount to an agreement or potential agreement by the Seller to extend any date on which a payment is due. Any extension request from the Buyer will be considered at the Seller's sole discretion.

(e) Payment of interest in accordance with this clause is an essential term of the Contract.

20. Staged and Further Development

Staged Development

(a) The Buyer acknowledges that the development may be implemented by the Seller in stages in its sole and absolute discretion.

(b) The Buyer must not object or make any Claim:

(i) against the Seller for proceeding with the development progressively in stages or not proceeding with any part of the staged development;

(ii) any civil or construction works of any building of improvements or any other things done on the Parcel including any works to utility infrastructure, services, excavation, earth works, nuisance, noise, or other inconvenience that may arise from these activities;

(iii) the use of the Parcel and parts of the Parcel by the Seller and its authorised parties for construction access, to maintain a site office and storage of building materials, vehicles, equipment or fill;

(iv) the Seller and its authorised parties causing an area or areas to be temporarily closed or restricted to facilitate the construction of any part of the Development; and

(v) the Seller and its authorised parties causing an area of Parcel to be closed or restricted to occupants in the Parcel to prevent access and use due to safety reasons or to enable the further development of the Development or to effect construction activities generally,

(vi) any application for any approval made with any Authority for the further carrying out of the Development provided such application is for an approval, which if granted and given effect to, will not have a direct material adverse effect on the use or the value of the Property,

including if these matters occur after Settlement and for an extended period after Settlement.

(c) The Seller covenants and agrees with the Buyer that it will only exercise the rights granted to it under this clause 20 for the purposes of completing the progressive staged development proposed by the Seller.

(d) This clause 20 does not merge on completion of this Contract.

21. Representation on Views

(a) The Buyer acknowledges that the Parcel and adjoining land or in the area of the Parcel may be developed in the future, that may result in the views from the Lot or any part of the Development being interrupted, impeded or interfered with.

(b) The Buyer agrees that:

(i) The Seller does not make any representation or warranty that any views represented or depicted on any marketing material will be maintained in the future; and

(ii) The Buyer is not entitled to object or make any Claim against the Seller as a result of view from the Lot or any part of the Development being impeded or interfered with or otherwise not being available due to development on any land adjoining or in the area of the Parcel.

22. General

INITIAL:..... ....

22.1. Foreign Buyer Approval

The Buyer warrants that the statement in the Reference Schedule as to whether the Buyer is a foreign person or not is accurate and that either:

(a) The Buyer's purchase of the Property is not a notifiable action; or

(b) The Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975.*

22.2. Personal vs Non Personal Use

The Buyer warrants that either:

(a) The Buyer will be purchasing the Property for personal / owner occupier use; or

(b) The Buyer will be purchasing the Property for non-personal / investment purposes,

and authorises the Seller to notify any relevant Authority of this information.

22.3. Duty

The Buyer must pay:

(a) all duty payable in relation to this Contract or transactions contemplated by it; and

(b) all registration fees on the Transfer Documents.

22.4. Non-merger

A provision of this Contract that can have effect after settlement and registration of the Transfer Documents continues to have effect notwithstanding settlement and registration.

22.5. Buyer must not assign

The Buyer must 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.

22.6. Notices

(a) Notices under this contract must be in writing and may be given by a party's solicitor.

(b) Notices including those relation to registration of the Plan and calling for settlement may be given after 5pm and must be considered received on the same Business Day that the notice is sent.

(c) Notices are effectively given if:

(i) delivered or posted to the other party or its solicitor; or

(ii) sent to the facsimile number of the other party or its solicitor.

(d) Posted notices will be treated as given 2 Business Days after posting.

(e) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

(f) Notices or other written communications by a party's solicitor (for example, calling for settlement) will be treated as given with that party's authority.

22.7. Counterparts

(a) This Contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same Contract.

(b) A counterpart may be electronic and signed using an Electronic Signature.

22.8. Business Days

If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

22.9. Governing Law

This Contract is governed by the law in force in the State of Queensland.

22.10. Rights After Settlement

Despite settlement, any term of this contract that can take effect after settlement remains in force.

22.11. Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this Contract, including but not limited to any covenants or warranties required from the Buyer to the Seller.

23. Errors and Misdescriptions

The Buyer must not object to any error or misdescription of the Lot and cannot terminate this Contract or delay completion or Claim any compensation or damages in relation to any such error or misdescription.

24. No Warranties

24.1. General

(a) The Buyer represents and warrants that:

(i) it has been given the opportunity to obtain independent legal, financial and taxation advice with regards to this Contract, Disclosure Statement and any disclosed material;

(ii) it entered into this contract after the Buyer's own satisfactory investigations and enquiries in relation to the Lot including a review of any plans and specifications for the Lot;

(iii) any promotional or marketing material provided to the Buyer or by any person in respect of the Lot will not form part of this Contract.

(iv) it entered into this contract after satisfying itself about:

(i) the condition and quality of the proposed Lot;

(ii) the purpose or use to which the Lot can be lawfully used;

(iii) the value or economic viability of the Lot;

(iv) the fitness or suitability of the Lot for any purpose or use the Buyer wants to use the Lot;

(v) the rights and privileges pertaining to the Lot;

(vi) the means of access to the Lot and any service connected to or provided to the Lot; and

(vii) any adjoining developments that may impact on the Lot;

(v) it has not relied upon and will not rely upon any representation, search, advice or information made or provided by the Seller, the Seller's agent, the Seller's solicitor or any other person acting or purporting to act on behalf of the Seller and the Buyer releases and discharges every such person from all liability in connection with any representation, search, advice or information made or provided (whether written or oral); and

(vi) the terms of this Contract, constitute the entire and only agreement between the parties in relation to the sale and purchase of the Lot.

(b) The Buyer agrees that no warranty is given or is to be implied about any of the matters referred to in clause 24.1(a) and the Buyer cannot terminate this Contract or delay completion or Claim

INITIAL:..... ....

compensation or damages in relation to any of the matters referred to in clause 24.1(a).

24.2. Warranties and representations by Seller

(a) The Buyer acknowledges and agrees that, except as specifically provided otherwise in this Contract, at no time has the Seller or any person on behalf of the Seller, made or given; or has the

Buyer relied on, any representation, warranty, promise or forecast in relation to the sale and purchase of the Lot the Development or View Estate or any adjoining developments.

(b) Notwithstanding anything in this Contract to the contrary, the Seller makes no representation regarding the Lot or any mater incidental thereto.

25. Trustee Buyer

(a) If the Buyer is purchasing the Lot in its capacity as trustee of a trust (**the Trust**), whether on entering into this Contract or at a later date, and whether or not the Seller has notice of the Trust, then the Buyer warrants that:

(i) it has full power under the Trust to enter into and perform this Contract;

(ii) the Trust is validly created and is in existence;

(iii) the Buyer is the sole trustee of the Trust and is validly appointed as such.

(iv) the Buyer agrees that, despite the above, it is also personally liable under this Contract.

(b) The Buyer warrants that it has the right of indemnity under the Trust and the Buyer must not do anything to prejudice that right of indemnity and must not breach the Trust.

(c) The Buyer shall not exercise in its own favour any right of indemnification, lien or charge to which it may be entitled under or in respect of the Trust prior to the satisfaction of all the Buyer's obligations under this Contract, whether personal or in its capacity as trustee of the Trust.

(d) If any of the Lot of the Trust shall at any time be in the hands of the Buyer free of their trust character by virtue of the exercise or purported exercise of any such right of indemnification, lien or charge, the Buyer shall hold the Lot on trust for the Seller to the extent to which any liability under this Contract has not been satisfied.

(e) If at any time prior to the satisfaction of any liability of the Buyer under this Contract, the Buyer ceases for any reason to be the sole trustee of the Trust, the Buyer shall procure any new or additional trustee of the Trust to execute in favour of the Seller such covenants relating to the subject matter of this Contract as the Seller may reasonably require, including, without limitation, covenants in the like terms as those contained in this Special Condition 23.

(f) The Buyer warrants that it is not in breach of any of its obligations under the Trust and that its powers under the Trust have not been revoked and that it has not been removed from office as trustee of the Trust and has not ceased for any other reason to act as trustee of the Trust. The Buyer further warrants that the Trust has not been determined, wound up or ceased to exist nor has it any knowledge of the same likely to occur. In the event that the Trust is determined, wound up or ceases to exist, the Buyer agrees to immediately notify the Seller in writing of such occurrence.

26. Director/s Guarantee and Indemnity

(a) This clause must apply if the Buyer is a company (including any corporate trustee).

(b) Each director of the purchasing company will execute a personal guarantee and indemnity contained in Annexure A on the terms and conditions satisfactory to the Seller.

27. Electronic Settlement

(a) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 8.5(a).

The Seller and Buyer will be taken to have complied with its Withholding Law and obligations (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.

(b) The Seller will be taken to have complied with clause 13.3(b) if:

(i) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

(ii) in relation to any other document or thing, the Seller's Solicitor:

(A) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and

(B) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and

(C) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.

(c) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.

(d) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

(e) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

(f) If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System 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.

(g) Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

28. Electronic Contract and Disclosure

28.1. Electronic Signing

If this Contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

(a) Agree to enter into this Contract in electronic form; and

(b) Consent to either or both parties signing the Contract using an Electronic Signature.

28.2. Pre-Contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this Contract.

29. Special Conditions

The special conditions (if any) referred to in the Reference Schedule apply to this Contract and in that regard, completion under this Contract will be conditional upon those conditions being satisfied in accordance with their terms.

INITIAL:..... ....

ANNEXURE A: DEED OF GUARANTEE

GUARANTEE AND INDEMNITY

Parties and Particulars

Guarantor	The Guarantor named in the Reference Schedule (in the Contract) (the ***Guarantor***)
Benefitting Party	The Seller named in the Reference Schedule (in the Contract) (the ***Benefitting Party***)
Principle Obligors	The Buyer named in the Reference Schedule (in the Contract)
Principal Agreements	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) (the ***Contract***)

Recitals

A The Benefitting Party is a party to the Principal Agreement along with the Principal Obligor.

B The Guarantor has agreed to guarantee to the Benefitting Party the performance of the obligations of the Principal Obligor under the Principal Agreement in accordance with the terms of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

1.1 The following definitions apply in this deed unless the context requires otherwise:

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in Brisbane, Queensland are open for business.

Claims means any claims including actions, complaints, debts, demands, dues, proceedings, suits or other legal recourse (whether in contract or tort, at law or in equity or under statute) and including any causes of action or rights to bring or make any such claim.

Controller has the meaning given in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Encumbrance means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

Governmental Agency means any government or governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST has the same meaning given to that expression in the GST Law.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

GST Law has the same meaning given to that expression in the GST Act.

Guaranteed Obligations means the obligations of the Principal Obligor under the Principal Agreement.

Insolvency Event means, in respect of a particular person, the occurrence of any one or more of the following events in relation to that person:

INITIAL:..... ....

(a) for a person that is a body corporate:

(i) except for the purpose of a solvent reconstruction or amalgamation:

(A) process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 7 days of it being filed; or

(B) an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or

(C) a resolution that it be wound up is passed or proposed;

(ii) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;

(iii) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;

(iv) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;

(v) a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected;

(vi) any action is taken by the Australian Securities and Investments Commission with a view to its deregistration or its dissolution, or an application is made to the Australian Securities and Investments Commission that any such action be taken;

(vii) it is insolvent within the meaning of section 95A of the Corporations Act, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law;

(viii) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;

(ix) it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts;

(x) any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it; or

(xi) anything having a substantially similar effect to any of the events specified in paragraphs (a)(i) to (a)(x) of this definition happens to it under the law of any jurisdiction; and

(b) for a person that is a natural person:

(i) a bankruptcy notice is issued against the person;

(ii) a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property;

(iii) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;

(iv) the person proposes or effects a moratorium involving any of the person's creditors;

(v) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts;

(vi) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any applicable law;

INITIAL:..... ....

(vii) the person becomes an "insolvent under administration" as defined in section 9 of the Corporations Act; or

(viii) anything having a substantially similar effect to any of the events specified in paragraphs (b)(i) to (b)(vii) of this definition happens to the person under the law of any jurisdiction.

Liability includes a present, prospective, future or contingent liability.

Loss means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other Liability of any kind or character (including any direct, indirect, special or consequential losses, loss of profit and/or loss of reputation) that a party pays, suffers or incurs or is liable for, including all:

(a) Liabilities on account of Tax;

(b) interest, penalties and other amounts payable to third parties;

(c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any Liability; and

(d) all amounts paid in settlement of any Claim.

Principal Agreement means the agreement between the Principal Obligor and the Benefitting Party the title and date of which is set out under Parties and Particulars.

Principal Obligor means the person listed under Parties and Particulars.

Stamp Duty means any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency and includes any interest, fine, penalty, charge or other amount in respect of the above.

Tax or ***Taxation*** means:

(a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called, levied, imposed or assessed under the Tax Acts or any other statute, ordinance or law by any Governmental Agency (including profits tax, property tax, interest tax, income tax, tax related to capital gains, tax related to the franking of dividends, bank account debits tax, fringe benefits tax, sales tax, payroll tax, superannuation guarantee charge, group or Pay as You Go withholding tax and land tax);

(b) unless the context otherwise requires, Stamp Duty and GST; and

(c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

Tax Acts means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

Interpretation

1.2 The following rules of interpretation apply in this deed unless the context requires otherwise:

(a) headings in this deed are for convenience only and do not affect its interpretation or construction;

(b) no rule of construction applies to the disadvantage of a party because this deed is prepared by (or on behalf of) that party;

(c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

INITIAL:..... ....

(d) a reference to a document (including this deed) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;

(e) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this deed;

(f) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;

(g) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;

(h) a reference to writing includes any communication sent by post, facsimile or email;

(i) a reference to time refers to time in Brisbane, Queensland and time is of the essence;

(j) all monetary amounts are in Australian currency;

(k) the word "***month***" means calendar month and the word "***year***" means 12 calendar months;

(l) the meaning of general words is not limited by specific examples introduced by "***include***", "***includes***", "***including***", "***for example***", "***in particular***", "***such as***" or similar expressions;

(m) a reference to a "***party***" is a reference to a party to this deed, and a reference to a "***third party***" is a reference to a person that is not a party to this deed;

(n) a reference to any thing is a reference to the whole and each part of it;

(o) a reference to a group of persons is a reference to all of them collectively and to each of them individually;

(p) words in the singular include the plural and vice versa; and

(q) a reference to one gender includes a reference to the other genders.

2. Guarantee

2.1 The Guarantor unconditionally and irrevocably guarantees to the Benefitting Party the performance in full of all of the Guaranteed Obligations as and when those obligations fall due for performance in accordance with the terms of the Principal Agreement.

2.2 If, and each time that, the Principal Obligor fails to perform any Guaranteed Obligation in full when due, the Guarantor must, on demand, without requiring the Benefitting Party to first:

(a) take any steps against the Principal Obligor or any other person; or

(b) enforce any Encumbrance that it may hold in relation to that Guaranteed Obligation,

perform that Guaranteed Obligation in full and when due in accordance with the terms of the Principal Agreement as if the Guarantor was the principal obligors in respect of that Guaranteed Obligation.

Actions to bind Guarantors

2.3 Any agreement, waiver, consent or release given by the Principal Obligor under or in connection with the Principal Agreement will bind the Guarantor.

3. Indemnity

INITIAL:..... ....

The Guarantor must indemnify and forever keep fully indemnified the Benefitting Party at all times against any and all Losses that are:

(a) suffered or incurred by the Benefitting Party; and

(b) caused, whether directly or indirectly, by any breach of this deed by the Guarantor.

4. Preservation of obligations

The obligations of the Guarantor under this deed are not affected by any matter or thing which, but for this clause 4, might operate to affect or prejudice those obligations, including:

(a) any time, indulgence or concession granted to, or composition with, the Principal Obligor or any other person;

(b) any variation, renewal, release, replacement, extinguishment, abandonment or transfer of, or neglect to perfect or enforce, the Principal Agreement, any other agreement or document contemplated by, or referred to in, the Principal Agreement or any right, guarantee, remedy or security from or against the Principal Obligor or any other person;

(c) any waiver, consent or notice given under the Principal Agreement or any other agreement or document contemplated by, or referred to in, the Principal Agreement;

(d) any obligation of the Principal Obligor being or becoming unenforceable, invalid, illegal, void, voidable or disclaimed by a liquidator or trustee for creditors or in bankruptcy, so that the Principal Agreement must be construed as if there were no such unenforceability, invalidity, illegality or other impediment to enforceability;

(e) the occurrence of an Insolvency Event in relation to the Principal Obligor, the Guarantor or any other person;

(f) the Benefitting Party not giving the Guarantor notice of any default by the Principal Obligor or any other person;

(g) the Benefitting Party not disclosing any information to the Guarantor;

(h) any legal limitation, disability or incapacity in relation to the Principal Obligor, the Guarantor or any other person;

(i) any invalidity or irregularity in the execution of this deed, the Principal Agreement or any other agreement or document contemplated by, or referred to in, the Principal Agreement;

(j) any deficiency in the powers of the Principal Obligor or the Guarantor;

(k) any assignment by the Benefitting Party, with or without the knowledge of the Principal Obligor or the Guarantor;

(l) any person who was intended to be bound as a guarantor or surety in relation to the Guaranteed Obligations not becoming bound or ceasing to be bound;

(m) any laches, acquiescence, delay, action, omission or mistake on the part of, or suffered by, the Benefitting Party or any other person in relation to this deed or any other guarantee, Encumbrance or agreement;

(n) the receipt by the Benefitting Party or any other person of any dividend or money after an Insolvency Event in relation to the Principal Obligor, the Guarantor or any other person;

(o) any judgment or right that the Benefitting Party may have or exercise against the Principal Obligor, the Guarantor or any other person;

INITIAL:..... ....

(p) the adoption, amendment or replacement of, or any breach of, the constitution, trust deed or other constituting document of the Principal Obligor, the Guarantor or any other person; or

(q) any change in the ownership of control of the Principal Obligor, the Guarantor or any other person.

5. Limitation of rights

5.1 The Guarantor irrevocably waives, and must not exercise, any right of indemnity or subrogation that it otherwise might be entitled to claim and enforce against, or in respect of, the Benefitting Party. Without limitation to the foregoing, the Guarantors must not:

(a) share in any guarantee, Encumbrance or money received or receivable by the Benefitting Party in relation to the Guaranteed Obligations, or stand in the place of the Benefitting Party in relation to any such guarantee, Encumbrance or right to receive money;

(b) take any steps to enforce a right or claim against the Principal Obligor relating to any money paid by the Guarantor to the Benefitting Party under this deed;

(c) exercise, or purport to exercise, any rights as surety in competition with the Benefitting Party;

(d) receive, claim or have the benefit of any payment (including a payment under a guarantee), distribution or Encumbrance from or on account of the Principal Obligor or any other person;

(e) in reduction, or attempted reduction, of its liability under this deed, raise a defence, set-off or counterclaim available to itself, the Principal Obligor or a co-surety or co-indemnifier against the Benefitting Party; or

(f) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any agreement or document to which the Benefitting Party is a party.

No marshalling

5.2 The Benefitting Party is not under any obligation to marshal or appropriate in favour of the Guarantor, or to exercise, apply, perfect or recover, any Encumbrance that the Benefitting Party holds at any time or any funds or property that the Benefitting Party may be entitled to receive or claim.

6. Effect of Insolvency Event

6.1 If the Principal Obligor is the subject of an Insolvency Event, the Guarantor irrevocably authorises the Benefitting Party to:

(a) prove for all money that the Guarantor is liable to pay under this deed; and

(b) retain and carry to a suspense account, and appropriate, at the Benefitting Party's discretion, any dividends or other money received in relation to the Guaranteed Obligations,

until the Guaranteed Obligations have been irrevocably performed in full.

6.2 If an Insolvency Event has occurred in relation to the Principal Obligor or the Guarantor, any amount paid by the Principal Obligor or the Guarantor (as the case may be) within the preceding 6 months (the ***Relevant Payment***) will only be applied against any Guaranteed Obligations if:

(a) the Benefitting Party forms the opinion in good faith (which will be conclusively binding on the Guarantor) that it will not be required to pay all or any part of the Relevant Payment to any person under any law relating to bankruptcy, winding up or the protection of creditors; or

INITIAL:..... ....

(b) a final judgment is given by a court of competent jurisdiction in favour of the Benefitting Party that it is not required to pay all or part of the Relevant Payment to any person under any law relating to bankruptcy, winding up or the protection of creditors.

6.3 If an amount is applied against any Guaranteed Obligations and the Benefitting Party forms the opinion in good faith that it is obliged to pay all or part of the Relevant Payment to any person under any law relating to bankruptcy, winding up or the protection of creditors:

(a) the rights of the Benefitting Party are to be reinstated and will be the same in relation to that amount as if the application, or the payment or transaction giving rise to it, had not been made; and

(b) the Guarantor must immediately do anything (including executing any documents) required by the Benefitting Party to restore to the Benefitting Party any guarantee or Encumbrance to which it was entitled immediately before that application or the payment or transaction giving rise to it,

and any discharge or release between the Benefitting Party and the Guarantor is subject to reinstatement of the rights of the Benefitting Party under this clause 6.3.

7. Duration

This deed will continue in full force and effect indefinitely unless and until:

(a) it is terminated by mutual agreement between the parties; or

(b) all of the Guaranteed Obligations have been irrevocably performed in full.

8. Payments

Method of payment

8.1 All amounts to be paid by a party to another party under or in connection with this deed must be paid in cash or by way of bank cheque or electronic funds transfer into the account nominated by the other party.

No set-off or deduction

8.2 All amounts payable under or in connection with this deed must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever, whether or not any such set-off, counterclaim, withholding, deduction or lien arises under this deed (unless otherwise required by law).

8.3 If a party is required by law to make a deduction or withholding in respect of any sum payable under or in connection with this deed to another party, it must, at the same time as the sum that is the subject of the deduction or withholding is payable, make a payment to the other party of such additional amount as is required to ensure that the net amount received by the other party will equal the full amount that would have been received by it had no such deduction or withholding been required to be made.

9. GST

Definitions regarding GST

9.1 In this clause 9:

(a) expressions that are not defined, but which have a defined meaning in the GST Law, have the same meaning as in the GST Law;

(b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 9; and

INITIAL:..... ....

(c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 9.

Consideration is exclusive of GST

9.2 Unless expressly stated otherwise, any sum payable, or amount used in the calculation of a sum payable, under this deed has been determined without regard to GST and must be increased on account of any GST payable under this clause 9.

Receiving Party to pay additional amount

9.3 If GST is imposed on any supply made under or in accordance with this deed, the recipient of the supply (***Receiving Party***) must pay to the supplier (***Supplier***) an additional amount equal to the GST payable on the supply, subject to the Receiving Party receiving a valid tax invoice, or a document that the Commissioner will treat as a tax invoice, in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time and in the same manner as payment for the supply is required to be made in accordance with this deed.

Fines, penalties and interest

9.4 The amount recoverable on account of GST under this clause 9 by the Supplier will include any fines, penalties, interest and other charges incurred as a consequence of any late payment or other default by the Receiving Party under this clause 9.

Reimbursement

9.5 If any party is required to pay, reimburse or indemnify another party for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur in connection with this deed, the amount must be reduced by the amount for which the other party can claim an input tax credit, partial input tax credit or other similar offset.

Adjustment events

9.6 If, at any time, an adjustment event arises in respect of any supply made by a party under this deed, a corresponding adjustment must be made between the parties in respect of any amount paid to the Supplier by the Receiving Party pursuant to clause 9.3 and payments to give effect to the adjustment must be made and the Supplier must issue an adjustment note.

10. Notices

10.1 A notice given to a party under this deed must be:

(a) in writing in English;

(b) sent to the address, fax number or email address of the relevant party as set out in the list of parties that starts on page 25 of this deed (or such other address, fax number or email address as the relevant party may notify to the other parties from time to time); and

(c) delivered/sent either:

(i) personally;

(ii) by commercial courier;

(iii) by pre-paid post;

(iv) if the notice is to be served by post outside the country from which it is sent, by airmail;

(v) by fax; or

(vi) by e-mail.

INITIAL:..... ....

10.2 A notice is deemed to have been received:

(a) if delivered personally, at the time of delivery;

(b) if delivered by commercial courier, at the time of signature of the courier's receipt;

(c) if sent by pre-paid post, 48 hours from the date of posting;

(d) if sent by airmail, five days after the date of posting;

(e) if sent by fax, at the time shown in the transmission report generated by the machine from which the fax was sent; or

(f) if sent by e-mail, 4 hours after the sent time (as recorded on the sender's e-mail server), unless the sender receives a notice from the Guarantor's email server or internet service provider that the message has not been delivered to the Guarantor,

except that, if such deemed receipt is not within business hours (meaning 9:00 am to 5:30 pm on a Business Day), the notice will be deemed to have been received at the next commencement of business hours in the place of deemed receipt.

10.3 To prove service, it is sufficient to prove that:

(a) in the case of post – that the envelope containing the notice was properly addressed and posted;

(b) in the case of fax – the notice was transmitted to the fax number of the party; and

(c) in the case of email – the email was transmitted to the Guarantor's email server or internet service provider.

11. General

Third parties

11.1 This deed is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Indemnities continuing

11.2 Any indemnity provided by a party under this deed is a continuing obligation separate and independent from any other obligations of that party and survives termination of this deed.

Costs

11.3 All costs and expenses in connection with the negotiation, preparation and execution of this deed, and any documents referred to in it, will be borne by the party that incurred the costs.

Further assurances

11.4 Each party must (at its own expense) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this deed.

Entire agreement

11.5 This deed contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this deed other than those expressly stated in it or necessarily implied by statute.

Severability

11.6 If a provision of this deed is invalid or unenforceable in a jurisdiction:

(a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and

(b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

11.7 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this deed will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this deed.

Ipso facto legislation

11.8 If any provision of this deed is otherwise unenforceable by virtue of the operation of the *Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017* (Cth), upon the occurrence of an Insolvency Event in respect of the Principal Obligor or the Guarantor, notwithstanding any other provision of this deed, to the maximum extent permitted by law:

(a) time is of the essence in respect of all obligations of the Guarantor under this deed (whether falling due for performance before, upon or after the occurrence of that Insolvency Event); and

(b) any breach of this deed by the Guarantor (whether occurring before, upon or after the occurrence of that Insolvency Event), however minor, will (alone or, severally, in combination with the occurrence of that Insolvency Event) be deemed to be a material breach of this deed,

and, if any such material breach has occurred or occurs, the parties acknowledge and agree that such provision will instead be enforceable by virtue of the occurrence of that material breach.

Amendment

11.9 This deed may not be varied except by written instrument executed by all of the parties.

Assignment

11.10 The Guarantor must not assign, transfer, sub-contract, create any trust over or otherwise deal in any way with any of its rights or obligations under this deed without the prior written consent of each other party.

11.11 The Benefitting Party may assign, transfer, sub-contract, create any trust over or otherwise deal in any way with any of its rights or obligations under this deed without the prior written consent of any other party.

Counterparts

11.12 This deed may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

Electronic exchange

11.13 Delivery of an executed counterpart of this deed by facsimile, or by email in PDF or other image format, will be equally effective as delivery of an original signed hard copy of that counterpart.

11.14 If a party delivers an executed counterpart of this deed under clause 11.13:

(a) it must also deliver an original signed hard copy of that counterpart, but failure to do so will not affect the validity, enforceability or binding effect of this deed; and

(b) in any legal proceedings relating to this deed, each party waives the right to raise any defence based upon any such failure.

Governing law and jurisdiction

11.15 This deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Queensland, Australia.

11.16 The parties irrevocably agree that the courts of Queensland, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

EXECUTED as a deed.

Signed, sealed and delivered by **The Guarantor named in the Reference Schedule (in the Contract)** and witnessed:		
Full Name	**Capacity**	**Signature**
The Guarantor named in the Reference Schedule (in the Contract)	Guarantor	

Signed, sealed and delivered by **The Seller named in the Reference Schedule (in the Contract)** and witnessed:		
Full Name	**Capacity**	**Signature**
The Seller Named in the Reference Schedule (in the Contract)	Benefitting Party	

INITIAL:..... ....

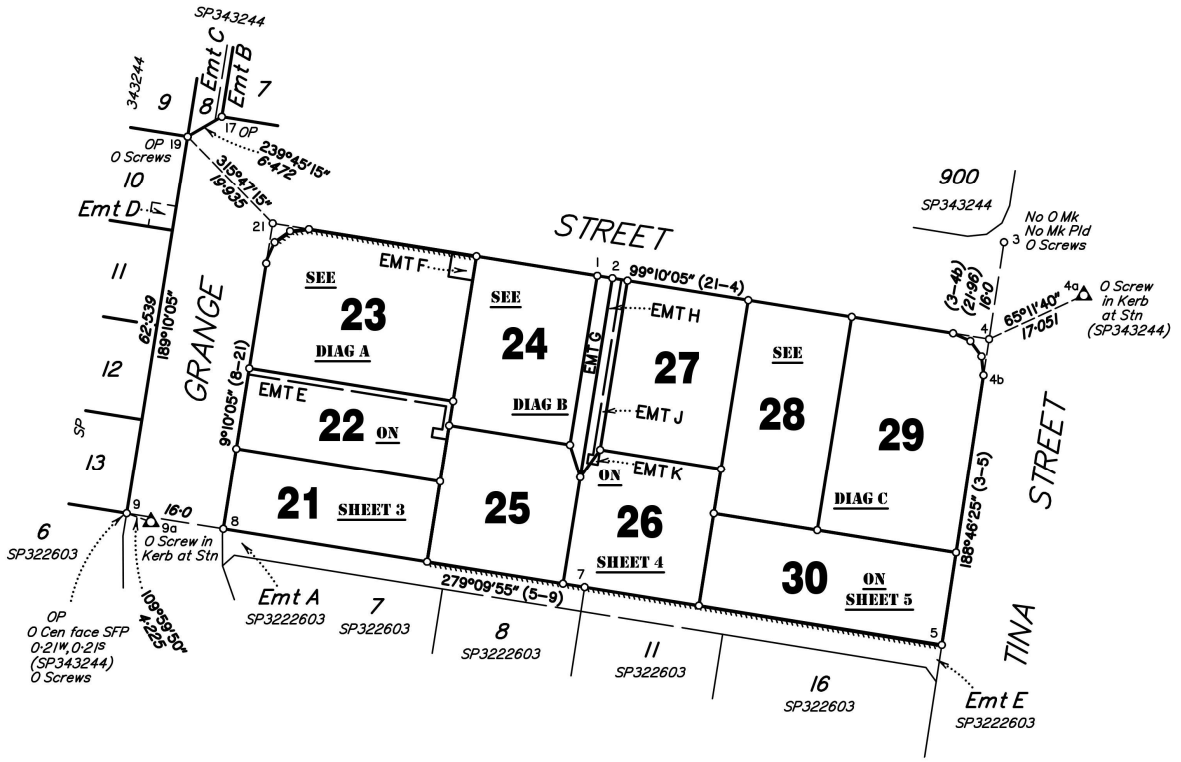
ANNEXURE B: DRAFT SURVEY PLAN

SP361300 (draft), sheet 1 of 6

Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet 1 of 6



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	Screw in Kerb		326°24'	4·94
2	Screw in Conc		65°14'30"	4·161
3	O Screw in Conc	3/SP343244	105°52'	3·521
3	O Screw in Conc	3/SP343244	265°07'	11·129
4	O Screw in Conc	4/SP343244	62°25'	3·301
4	O Screw in Kerb	4/SP343244	65°11'40"	17·051
5	O Screw in Conc	5/SP343244	90°19'	3·719
5	O Screw in Kerb	5/SP343244	85°13'30"	6·023
5	O Nail in Kerb	5/SP343244	169°52'	17·752
8	O Screw in Kerb	4/SP322603	269°16'30"	3·04
8	O Screw in Conc	8/SP343244	354°49'30"	9·248
9	O Screw in G/Trap Backstone	9/SP343244	75°15'	4·016
9	O Screw in Kerb	3/SP322603	109°59'50"	4·225
19	O Screw in M/Hole surround	19/SP343244	178°18'	9·854

Peg placed at all new corners, unless otherwise stated.

Refer Sheet 6 for Reinstatement Summary.

MGA COORDINATES GDA–2020

STN	EASTING	NORTHING	ZONE	P.U.	LINEAGE	METHOD	REMARKS
4a	485960·277	6941078·901	56	.035	DERIVED	NETWORK RTK	Screw in Kerb
9a	485807·874	6941041·778	56	.035	DERIVED	NETWORK RTK	Screw in Kerb
22	485781·271	6941225·533	56	.016	DERIVED	GNSS STATIC	PSM 52498

DRAFT

Scale 1: 750 — Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110

0 50 mm 100 mm 150 mm

State copyright reserved.

SP_231112–Stage 3 DTD

TOOHEY SURVEY PTY. LTD. ACN 088 495 354 hereby certify that the land comprised in this plan was surveyed by the corporation, by Evgeny Aleksandrovich KAZAKOV, cadastral surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on

DRAFT

..... Sole Director

Date.....

Plan of Lots 21–30, Emts E & F in Lots 22 & 23, Emt G in Lot 25 & Emts H & J in Lot 26.

Cancelling Lot 999 on SP343244

LOCAL GOVERNMENT: *IPSWICH CITY*

LOCALITY: *REDBANK PLAINS*

Meridian: *MGA Zone 56 via SP343244*

Survey Records: *No*

Scale: *1: 750*

Format: STANDARD

SP361300

INITIAL:..... ....

ANNEXURE B: DRAFT SURVEY PLAN (continued)

SP361300 (draft), sheet 2 of 6

Land Title Act 1994 ; Land Act 1994
Form 21B Version 2

(Dealing No.)

WARNING: Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.

Sheet 2 of 6

4. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
00	Lot 999 on SP343244	21–30	–	Emt's E–H & J

21–30	Por.65
Lots	Orig

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : 231112 St 3

5. Passed & Endorsed :
By : TOOHEY SURVEY PTY LTD ACN 088 495 354
Date : .....
Signed : .....
Designation : Liaison Officer

6. Building Format Plans only.
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining * lots and road~~

..... * .....
Cadastral Surveyor/Director * Date
* delete words not required

7. Lodgement Fees :

Survey Deposit	$.....
Lodgement	$.....
..... New Titles	$.....
Photocopy	$.....
Postage	$.....
TOTAL	$.....

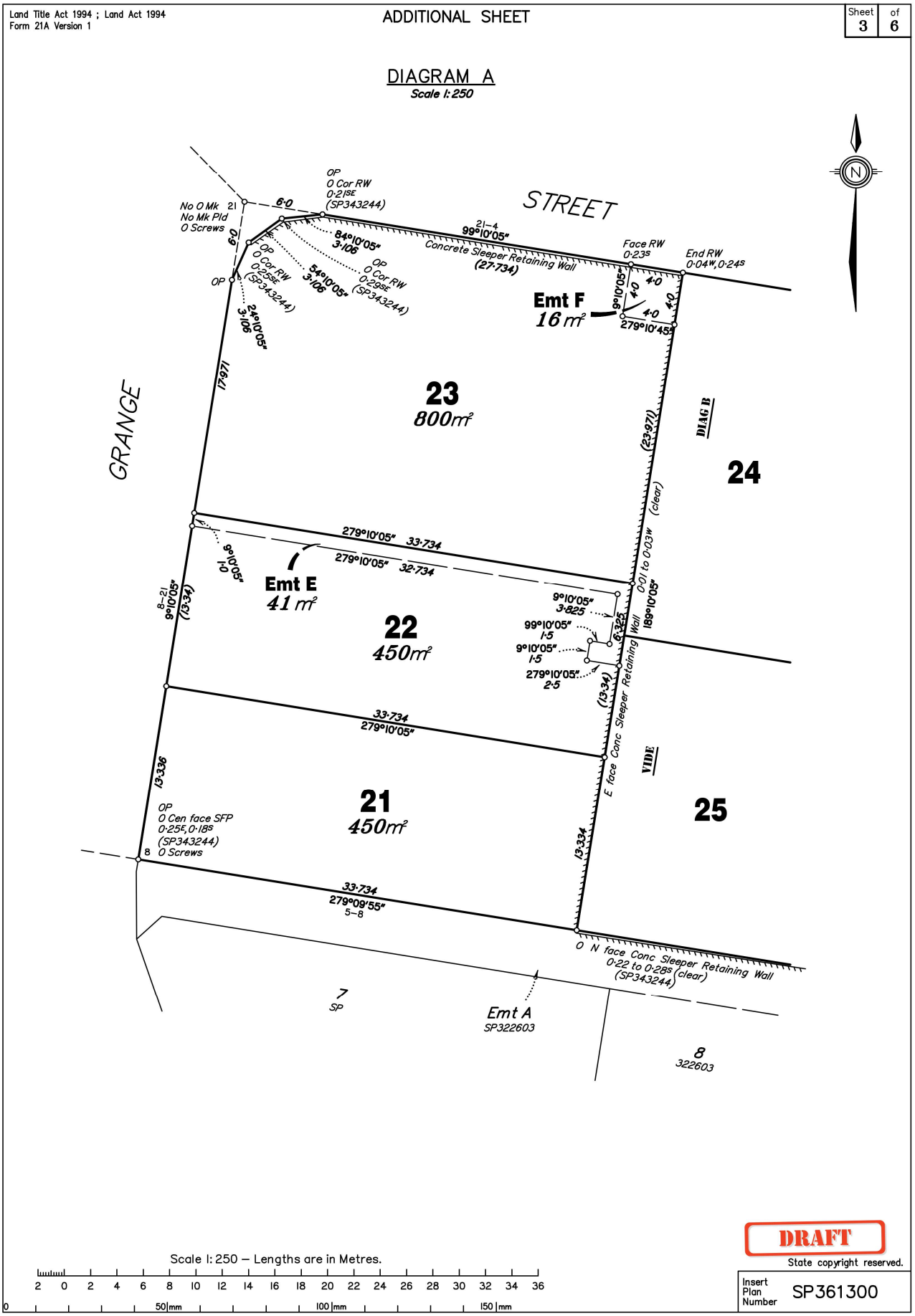
8. Insert Plan Number S DRAFT

SP_231112–Stage 3 DTD

INITIAL: ....

ANNEXURE B: DRAFT SURVEY PLAN (continued)

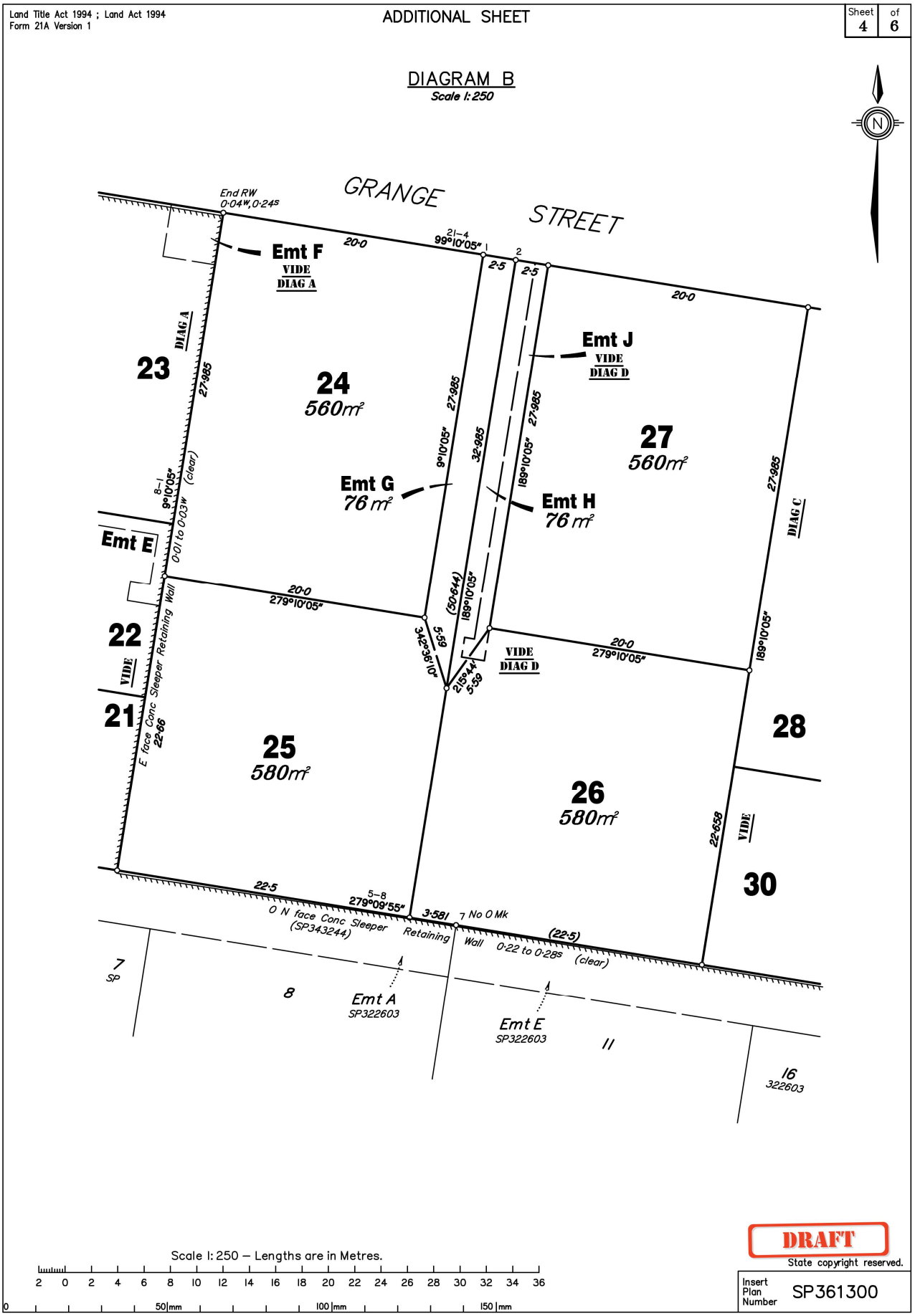
SP361300 (draft), sheet 3 of 6



INITIAL: ....

ANNEXURE B: DRAFT SURVEY PLAN (continued)

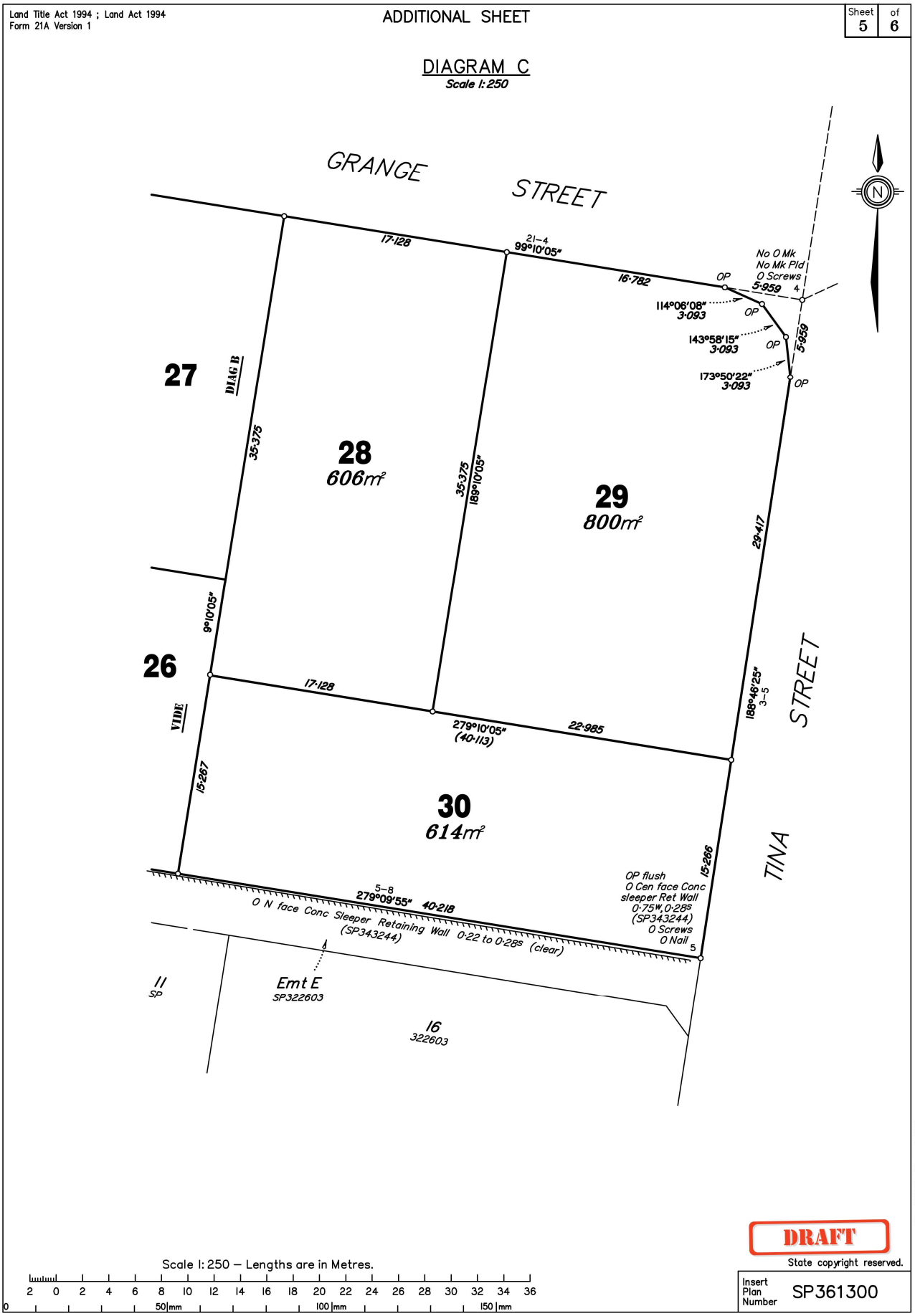
SP361300 (draft), sheet 4 of 6



INITIAL: ....

ANNEXURE B: DRAFT SURVEY PLAN (continued)

SP361300 (draft), sheet 5 of 6



INITIAL: ....

ANNEXURE B: DRAFT SURVEY PLAN (continued)

SP361300 (draft), sheet 6 of 6

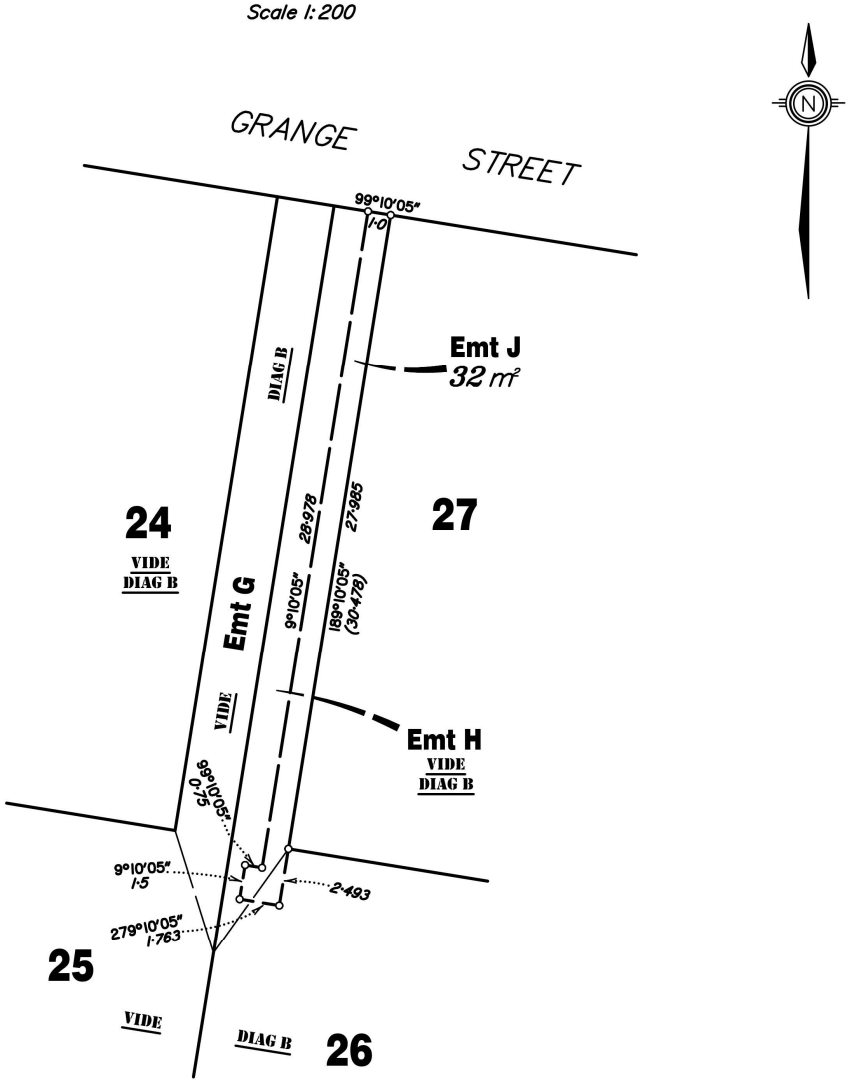
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 6 of 6

DIAGRAM D

Scale 1:200



Scale 1:200 — Lengths are in metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

0 50 mm 100 mm 150 mm

DRAFT

State copyright reserved.

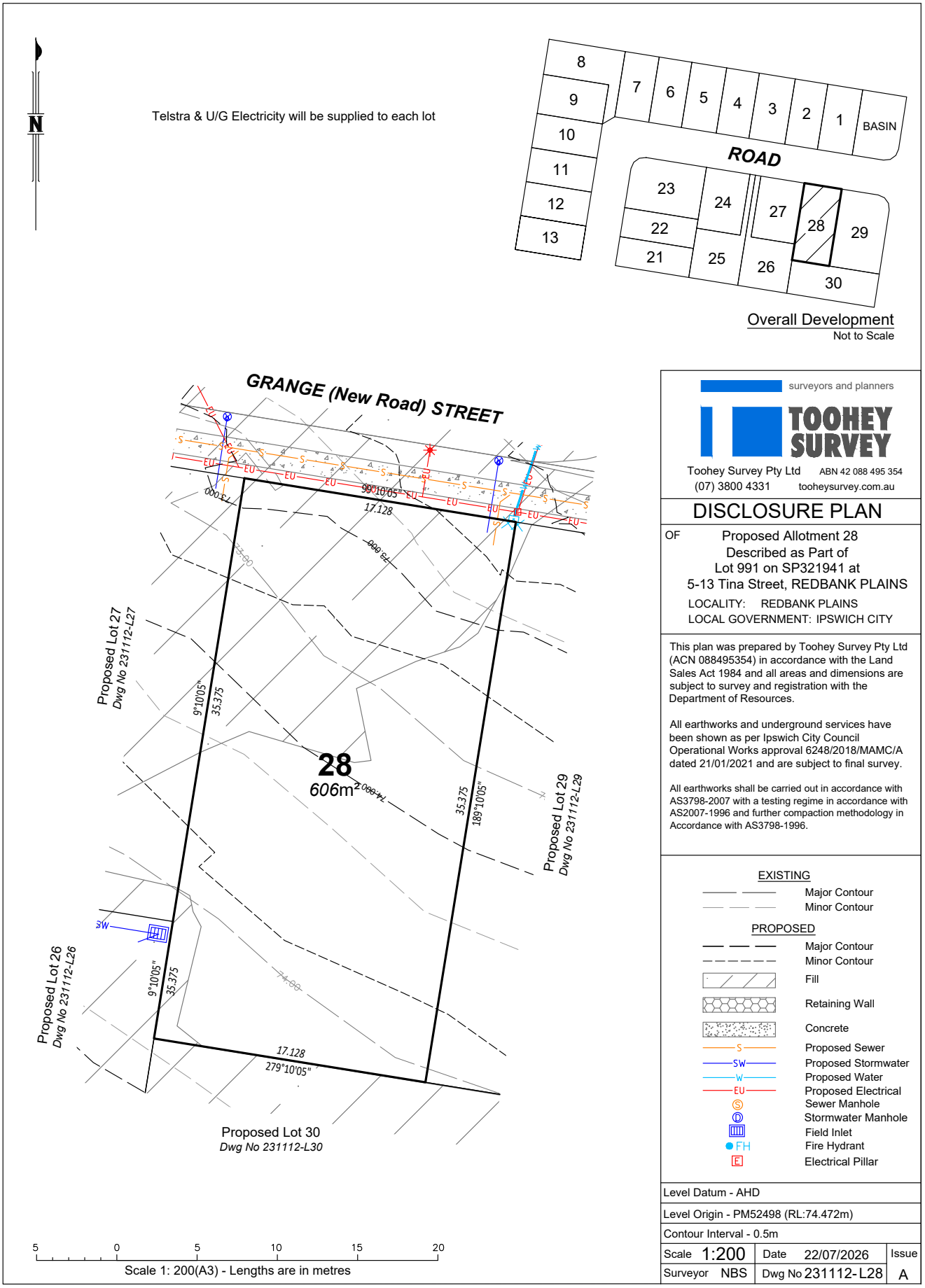
Insert Plan Number SP361300

SP_23112–Stage 3 DTD

INITIAL: ....

ANNEXURE C: DISCLOSURE PLAN

Proposed Lot 28



INITIAL:..... ....

30. Additional Special Conditions

31. Finance

31.1 This Contract is conditional on the Buyer obtaining approval of a loan, satisfactory to the Buyer and sufficient to complete this Contract, from any bank or financial institution within 60 days of the Contract Date (**Finance Date**). The Buyer must take all reasonable steps to obtain approval.

31.2 The Buyer must give notice to the Seller that:

(a) approval has not been obtained by the Finance Date and the Buyer terminates this Contract; or

(b) the finance condition has either been satisfied or waived by the Buyer.

31.3 The Seller may terminate this Contract by notice to the Buyer if notice is not given under clause 31.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

31.4 The Seller's right under clause 31.3 is subject to the Buyers continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 31.2.

INITIAL:..... ....