



# Contract for the Sale and Purchase of Residential Real Estate

First Edition

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.*

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

**Contract Date:**

*If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

## PARTIES

### SELLER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S AGENT

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S SOLICITOR

■ *or any other solicitor notified to the Buyer*

NAME: \_\_\_\_\_

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### BUYER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

INITIALS (Note: Initials not required if signed with Electronic Signature)

**BUYER'S AGENT** *(if applicable)*

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_

LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR**■ *or any other solicitor notified to the Seller*

NAME: \_\_\_\_\_

REF: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PROPERTY****LOT:**

ADDRESS: 15 Destiny Street

SUBURB: Morayfield

STATE: QLD

POSTCODE: 4506

**DESCRIPTION:****LOT:** 203**PLAN:** SP 324733**AREA:** 453m2 ■ *more or less***TITLE REFERENCE:**

51282776

**SOLD AS:** ☒ Freehold ☐ Leasehold■ *if neither is selected, the Lot is treated as being Freehold*☒ Built On ☐ Vacant**Present Use:**

Residential

**Local Government:**

Moreton Bay

**Excluded Fixtures:**■ *attach annexure for additional space***Included Chattels:**■ *attach annexure for additional space***PRICE****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.

**PURCHASE PRICE:** \$ \_\_\_\_\_**DEPOSIT:**

Initial Deposit \$ (10% of Purchase Price)

payable on the day the Buyer signs this Contract unless another time is specified below:

21 days from the Contract Date

Balance Deposit (if any) \$ \_\_\_\_\_

payable on: \_\_\_\_\_

**NOTE:** failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

<b>Deposit Holder:</b>	Lead Legal Services Pty Ltd trading under its licensed trademark <b>LEAD Conveyancing™</b>
<b>Deposit Holder's Trust Account:</b>	Lead Legal Services Pty Ltd Law Practice Trust Account
<b>Bank:</b>	Australia and New Zealand Banking Group Limited
<b>BSB:</b>	013 160
<b>Account No:</b>	426426981

**DEFAULT INTEREST RATE:** \_\_\_\_\_ %■ *If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.*INITIALS *(Note: Initials not required if signed with Electronic Signature)*

## SETTLEMENT

**SETTLEMENT DATE:** 21 days after the Contract Date

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

**WARNING:** The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

## GST

**[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]**

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- ☒ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

*[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]*

## GST WITHHOLDING OBLIGATIONS

**Is the Buyer registered for GST and acquiring the Property for a creditable purpose?**

- ☒ No  
☐ Yes

- **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

*[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]*

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

*(select whichever is applicable)*

- ☒ the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- ☐ the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

- **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

## LAND TAX

**NOTE:** This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

*[select one]*

- ☒ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

*[If not completed, no adjustment is to be made for land tax]*

## CONDITIONS

### FINANCE

**Finance Amount:** \$ Sufficient to complete

**Financier:** Buyer's choice

**Finance Date:** 14 days from the Contract Date

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

### BUILDING AND/OR PEST INSPECTION DATE

**Inspection Date:** 14 business days from the Contract Date

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

INITIALS (Note: Initials not required if signed with Electronic Signature)

## MATTERS AFFECTING PROPERTY

### TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☒ **Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

**All statutory rights relating to water supply, sewerage, drainage, electricity, telephone and other services in (Dial Before You Dig search), passing through or over the property whether or not protected by registered easement.**

### TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☐ No

☒ Yes, details are contained in the attached Tenancies Schedule

### OTHER MATTERS:

#### Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☐ No

☒ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is:

06/09/2025

■ **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

### TREE ORDERS AND APPLICATIONS:

#### Neighbourhood Disputes (Dividing Fences And Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☒ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

■ **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## POOL SAFETY

**Q1.** Is there a pool on the Lot or on adjacent land used in association with the Lot?

☒ No

☐ Yes

**Q2.** If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

☐ No

☐ Yes

■ **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

☒ Installed in the residence

☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☒ Installed in the residence

☐ Not installed in the residence

■ **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

■ **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

INITIALS (Note: Initials not required if signed with Electronic Signature)

**LOTS IN A COMMUNITY TITLES SCHEME****(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

■ **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

- |     |  |
|-----|--|
| (a) | Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))* |
| (b) | Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*       |
| (c) | Circumstances in Relation to Affairs of Body Corporate (s 223(3))*                     |
| (d) | Proposal to Record a New Community Management Statement (clause 12.9(1)(a))            |
| (e) | Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*    |
| (f) | Outstanding by-law contravention notices (clause 12.9(1)(c))*                          |
| (g) | Proposed Body Corporate resolutions (clause 12.10)*                                    |

\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

Records Inspection Date: \_\_\_\_\_

- If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

**LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL****(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

■ **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

- |     |   |
|-----|---|
| (a) | Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))                     |
| (b) | Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))* |
| (c) | Outstanding by-law contravention notices (clause 13.9(1)(c))*                       |
| (d) | Proposed Body Corporate resolutions (clause 13.10)*                                 |

\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

Records Inspection Date: \_\_\_\_\_

- If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

The REIQ Terms of Contract for the Sale and Purchase of Residential Real Estate (Pages 7-18) (First Edition) contain the Terms of this Contract.

## SPECIAL CONDITIONS

### Special condition 1 – Electronic signing

1. The Buyer and Seller acknowledge and agree that this Contract may be entered into by facsimile or email and becomes binding on the parties upon the parties signing the Contract that has been signed by the other, including a facsimile or email transmission of the Contract, and submitted a facsimile or email transmission of the signed Contract to the other party or their representative.
2. The Buyer and Seller acknowledge and agree that the Contract can also be signed via digital signing software such as DocuSign or SignIT or other equivalent digital signing software and becomes binding on the parties upon the parties signing digitally.
3. The Buyer and Seller acknowledge and agree that the Contract is not subject to or conditional upon any original Contract being signed and exchanged between the parties and that the electronic transmission of the Contract shall constitute a valid and binding Contract enforceable between the parties regardless of whether it is transmitted by way of facsimile, email, Docusign / SignIT or like software.

### Special Condition 2 – Property Sold and Accepted “As Is, Where Is” - No Objections by Buyer

This property is sold by the Seller and accepted by the Buyer on an “As Is, Where Is” basis. The buyer has relied upon their own investigations and judgement in assessing:

- a. The condition of the property;
- b. The location of the property (including but not limited to any and all encroachments and / or misdescriptions);
- c. The encumbrances on the title (with the exception of any mortgage, writ or caveat which must be released at or by settlement); and
- d. The requirements of any competent authority;

And hereby waives any right they may have under the Contract or otherwise to terminate this contract or to claim compensation from the seller or any related party in connection with the above mentioned matters.

## SIGNATURES

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

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

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: \_\_\_\_\_

[Note: No witness is required if the Buyer signs using an Electronic Signature]

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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: \_\_\_\_\_

[Note: No witness is required if the Seller signs using an Electronic Signature]

INITIALS (Note: Initials not required if signed with Electronic Signature)

# TERMS OF CONTRACT

## FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

### 1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (f) **"Bank Cheque"**:
  - (i) includes a cheque drawn by a building society or credit union on itself; and
  - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
  - (i) a Saturday or Sunday;
  - (ii) a public holiday or special holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"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;
- (k) **"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 this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"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;
- (t) **"ELNO"** has the meaning in the ECNL;

- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
  - (i) registered encumbrances;
  - (ii) Unregistered Encumbrances; and
  - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
  - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
- (ff) **"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;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;  
*[Note: the definition of Outgoings is modified by clauses 12.2(2)(a) and 13.2(2)(a) where applicable]*
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;
- (kk) **"Place for Settlement"** means:
  - (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
  - (ii) otherwise, within the Brisbane Central Business District;



- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
  - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
  - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (nn) **"Property"** means:
- (i) the Lot;
  - (ii) the Improvements; and
  - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
  - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

## 2. DEPOSIT

### 2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:

- (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
- the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
    - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
    - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
  - (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
  - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
    - (a) at 30 June of each year; and
    - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

### 2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:
  - (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
  - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

## 3. PURCHASE PRICE

### 3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

### 3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:



- (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
- (b) 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 s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) 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.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) for clause 3.1(b), 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;
  - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to the Lot and Improvements; and
  - (b) 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.

### 3.3 GST Withholding

- (1) 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:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount;
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:

- (a) 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
- (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

### 3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

### 3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
  - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
  - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual

assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.

- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "Parent Lot")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
- (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
- (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

### 3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

### 3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
- (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
- (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

## 4. CONDITIONS

### 4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (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 been either satisfied or waived by the Buyer.

- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

### 4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

### 4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records.]

## 5. SETTLEMENT

### 5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

### 5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
- (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
- (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
- (c) the parties must:
- (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:

- (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
- (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
  - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) 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 done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) 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; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.
- (d) if there are Tenancies:
  - (i) the Seller's copy of any Tenancy agreements;
  - (ii) a notice to each Tenant advising of the sale in the form required by law; and
  - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
- (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
  - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
  - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act; and
- (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
  - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
  - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
- (g) if clause 10.8 applies, a Tax Invoice.

### 5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

### 5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

### 5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and

### 5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturers' warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

### 5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

### 5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

### 5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.



- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

### 6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "Extension Notice") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "Scheduled Settlement Date" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
  - (b) under clause 6.3; or
  - (c) by agreement of the parties,
 but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

### 6.3 Extension of Settlement Date – Late Unsigning

If:

- (a) the Settlement is an Electronic Settlement;
- (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
- (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
- (d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and the Tenancies.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

### 7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
  - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
  - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
  - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a) or 7.4(1)(b) or an Enforcement Notice;

- (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
- (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and
- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
  - (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
  - (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
  - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
  - (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (6) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
  - (a) there is an error in the boundaries or area of the Lot;
  - (b) there is an encroachment by structures onto or from the Lot;
  - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
  - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it,
 which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
  - (a) immaterial; or
  - (b) material, but the Buyer elects to complete this contract,
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

### 7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:

- (a) issued on or after the Contract Date; or
  - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
- (a) the Seller must comply with the Enforcement Notice; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

#### 7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
- (a) the Present Use is not lawful under the relevant planning scheme;
  - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
  - (c) access to the Lot passes unlawfully through other land;
  - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
  - (e) any competent authority has issued a current notice of intention to resume regarding any part of the Lot;
  - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
  - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
  - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,
- the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

#### 7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
- (a) in this contract; or
  - (b) in the Seller Disclosure Statement; or
  - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
- (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
  - (b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

#### 7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

#### 7.10 Dividing Fences

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

Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

#### 7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

### 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

#### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

#### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

#### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

#### 8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
  - (a) the entry condition report;
  - (b) the most recent routine inspection report;
  - (c) the RTA Form 2 Bond Lodgement form; and
  - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

#### 8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

## 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

## 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

## 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

## 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

## 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:

- (a) any deficiency in price on a resale; and
- (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.

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

## 9.7 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 an indemnity basis.

## 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

## 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

## 10. GST

### 10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

### 10.2 No GST is payable or Purchase Price Includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

### 10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to

the amount payable by the Seller as GST on the Supply of the Property.

### 10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
  - (a) must apply the Margin Scheme to the Supply of the Property; and
  - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

### 10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
  - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

### 10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:



- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
  - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
  - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

## 10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
  - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
  - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

## 10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

## 10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6) 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

## 11. GENERAL

### 11.1 Foreign Buyer Approval

The Buyer warrants 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*.

### 11.2 Duty

The Buyer must pay all duty on this contract.

### 11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.

- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
  - (a) 5 Business Days after posting; or
  - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

### 11.4 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.

### 11.5 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 (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

### 11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

### 11.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

### 11.8 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.

### 11.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

### 11.10 Interpretation

#### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

#### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

- (3) **Acts and Regulations**  
Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.
- (4) **Inconsistencies**  
If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.
- (5) **Headings**  
Headings are for convenience only and do not form part of this contract or affect its interpretation.
- (6) **Calculating Time**  
If anything is permitted or required to be done:
- a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;  
Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
  - "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;  
Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.
  - a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.  
Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

#### 11.11 Counterparts

- This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- A counterpart may be electronic and signed using an Electronic Signature.

### 12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

#### 12.1 When clause applies

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

#### 12.2 Additional Definitions

- The following additional definitions apply:
  - "Body Corporate"** means the body corporate of the Scheme.
  - "Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
  - "Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - "Exclusive Use Area"** means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
  - "Principal Body Corporate"** means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
  - "Scheme"** means the community titles scheme containing the Lot;
  - "Scheme Land"** means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;
  - "Special Contribution"** means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;
  - "Regulation Module"** means the regulation module for the Scheme.
- The following definitions in clause 1.1 are modified as stated:
  - "Outgoings"** also includes Body Corporate Levies;

- "Property"** also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
  - "Reserved Items"** also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.
  - Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

#### 12.3 Body Corporate Records Inspection

- This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- The Buyer must give notice to the Seller that:
  - the Buyer:
    - despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
    - is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
  - clause 12.3(1) has been either satisfied or waived by the Buyer.
- If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

#### 12.4 Adjustment of Land Tax

- For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

#### 12.5 Body Corporate Debts

- The Seller is liable for:
  - any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
  - for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

#### 12.6 Notice of purchase to Body Corporate

- The Buyer must:
  - complete and sign a *BCCM Form 8 Information for body corporate roll* ("**Form 8**") and provide a copy to the Seller on or before settlement; and
  - provide the Form 8 to the Body Corporate promptly after settlement.
- If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

#### 12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body

Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

## 12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

## 12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
  - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

## 12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

## 12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

# 13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

## 13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

## 13.2 Additional Definitions

- (1) The following additional definitions apply:
  - (a) **"Body Corporate"** means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
  - (b) **"Body Corporate Debt"** has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
  - (c) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - (d) **"Exclusive Use Area"** means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
  - (e) **"Parcel"** has the meaning in the *Building Units and Group Titles Act 1980*;
  - (f) **"Principal Body Corporate"** means:

- (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
- (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;

- (g) **"Relevant Specified Act"** means whichever of the following applies to the Lot and the Parcel:
    - (i) the *Integrated Resort Development Act 1987*; or
    - (ii) the *Mixed Use Development Act 1993*; or
    - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
    - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
    - (v) the *Sanctuary Cove Resort Act 1985*;
  - (h) **"Section 53 Notice"** means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
  - (i) **"Special Contribution"** means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
    - (a) **"Outgoings"** also includes Body Corporate Levies;
    - (b) **"Property"** also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
    - (c) **"Reserved Items"** also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
  - (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.
  - (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

## 13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
  - (a) the Buyer
    - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
    - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
  - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 13.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

## 13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

## 13.5 Body Corporate Debts

- (1) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

### 13.6 Section 53 Notices

- (1) The Buyer must:
  - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
  - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

### 13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

### 13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

### 13.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
  - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

### 13.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
  - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
  - (b) the Buyer would be materially prejudiced if required to settle this contract,
 unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

### 13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.



# Tenancies Schedule

Schedule to REIQ Contract for Sale and Purchase of Residential Real Estate

## TENANT

Note: For the purpose of this Contract, a Tenant may include a resident named in a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld)

### NAME/S:

HASHTAG CUSTOM BUILDS QLD1 PTY LIMITED ACN 601 790 774

### TERM AND OPTIONS:

STARTING DATE OF TERM

ENDING DATE OF TERM

RENT:

BOND:

01/09/2025

31/08/2029

\$64,750.00 PER  
ANNUM

\$ N/A

### NAME/S:

### TERM AND OPTIONS:

STARTING DATE OF TERM

ENDING DATE OF TERM

RENT:

BOND:

\$

\$

### NAME/S:

### TERM AND OPTIONS:

STARTING DATE OF TERM

ENDING DATE OF TERM

RENT:

BOND:

\$

\$

## MANAGING AGENT

AGENCY:

PROPERTY MANAGER:

ADDRESS:

SUBURB

STATE

POSTCODE

PHONE:

EMAIL:

INITIALS (Note: Initials not required if signed with Electronic Signature)

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

**WARNING TO BUYER** – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

**WARNING** – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

## Part 1 – Seller and property details

Seller	THAKUR PCT PTY LTD ACN 678 568 548 Trustee Under Instrument 724327197
Property address (referred to as the "property" in this statement)	15 Destiny Street, Morayfield QLD 4506
Lot on plan description	Lot 203 on SP324733

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:

**X No**

*If No, please disregard Part 6 of this statement as it does not need to be completed*

## Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. x <b>Yes</b>
	A copy of the plan of survey registered for the property. x <b>Yes</b>



<b>Registered encumbrances</b>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>. <span style="float: right;">x <b>No</b></span></p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></li> <li>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></li> <li>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;">         Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property       </div>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <span style="float: right;">X <b>Yes</b></span></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;">         telecommunication cables (LV Cable, HV Cable), Water Valve, Sewer Pump Station, Water Service, Water Fitting, Sewer Maintenance Hole, Sewer Fitting, as per the dial before you dig search attached in statutory encumbrances       </div>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <span style="float: right;">X <b>Yes</b></span></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <span style="float: right;"><input type="text" value="06/09/2025"/></span></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 – Land use, planning and environment

**WARNING TO BUYER** – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

<b>Zoning</b>	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Emerging community</div>	
<b>Transport proposals and resumptions</b>	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p style="text-align: right;">X <b>No</b></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p style="text-align: right;">X <b>No</b></p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	
<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p style="text-align: right;">X <b>No</b></p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p style="text-align: right;">X <b>No</b></p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p style="text-align: right;">X <b>No</b></p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p> <p style="text-align: right;">X <b>No</b></p>	
<b>Trees</b>	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p style="text-align: right;">X <b>No</b></p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	
<b>Heritage</b>	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p> <p style="text-align: right;">X <b>No</b></p>	
<b>Flooding</b>	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>	
<b>Vegetation, habitats and protected plants</b>	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>	

## Part 4 – Buildings and structures

**WARNING TO BUYER** – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

<b>Swimming pool</b>	<p>There is a relevant pool for the property. <span style="float: right;">X <b>No</b></span></p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p>
<b>Unlicensed building work under owner builder permit</b>	<p>Building work was carried out on the property under an owner builder permit in the last 6 years. <span style="float: right;">X <b>No</b></span></p> <p><i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i></p>
<b>Notices and orders</b>	<p>There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. <span style="float: right;">X <b>No</b></span></p> <p>The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <span style="float: right;">X <b>No</b></span></p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p>
<b>Building Energy Efficiency Certificate</b>	<p>If the property is a commercial office building of more than 1,000m<sup>2</sup>, a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p>
<b>Asbestos</b>	<p>The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (<a href="https://asbestos.qld.gov.au">asbestos.qld.gov.au</a>) including common locations of asbestos and other practical guidance for homeowners.</p>

## Part 5 – Rates and services

**WARNING TO BUYER** – The amount of charges imposed on you may be different to the amount imposed on the seller.

### Rates

#### Whichever of the following applies—

The total amount payable\* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount:

Date Range:

OR

The property is currently a rates exempt lot.\*\*

X

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.

X

\*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

\*\* An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

### Water

#### Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice\* is:

Amount:

Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

\* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

## Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

**WARNING TO BUYER** – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

<b>Body Corporate and Community Management Act 1997</b>	<p>The property is included in a community titles scheme. <span style="float: right;">X No</span></p> <p>(If Yes, complete the information below)</p>
<b>Community Management Statement</b>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.</p> <p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.</p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul>
<b>Statutory Warranties</b>	<p><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>

<b>Building Units and Group Titles Act 1980</b>	<p>The property is included in a BUGTA scheme <span style="float: right;">X No</span></p> <p>(If Yes, complete the information below)</p>
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

## Signatures – SELLER

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
THAKUR PCT PTY LTD ACN 678 568 548 TRUSTEE  
UNDER INSTRUMENT 724327197

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
THAKUR PCT PTY LTD ACN 678 568 548 TRUSTEE  
UNDER INSTRUMENT 724327197

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
Date

## Signatures – BUYER

**By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.**

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Date



Dealing Number



## OFFICE USE ONLY

### Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

<b>1. Lessor</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
THAKUR PCT PTY LIMITED		

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
LOT 203 ON SP324733	51282776

<b>3. Lessee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
HASHTAG CUSTOM BUILDS QLD1 PTY LIMITED		ACN 601 790 774	

**4. Interest being leased**  
WHOLE OF THE LAND

**5. Description of premises being leased**  
15 DESTINY STREET, MORAYFIELD

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: 01/09/2025	\$64,750.00 PER ANNUM
Expiry date: 31/08/2029 and/or Event:	
#Options: NIL	
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	

### 8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; \*the attached schedule and document no. ; \* document no. ; \*Option in registered Lease no. has not been exercised.

\* delete if not applicable

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

.....Signature

.....full name

.....qualification

#### Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

Lessor's Signature

### 9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature

.....full name

.....qualification

#### Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date

Lessee's Signature

Signed by:  
*Sanjay Thakur*  
0CC8E6C964AD6AF4  
28/08/2025

Signed by:  
*Ravisha Thakur*  
5FBB343711EF7B67  
29/08/2025

Signed by:  
*Karan Sharma*  
BB4AC0B377701B64  
05/09/2025

## Reference Schedule

Item 1:	<b><u>LESSOR'S NAME AND ADDRESS</u></b> <b>Thakur PCT Pty Limited (ACN 678 568 548)</b> acting as the trustee of the Thakur Property Custodian Trust Address: 20 Wentworth Avenue, North Rocks NSW 2151 Email: Sanjay_thak2000@yahoo.com
Item 2:	<b><u>LESSEE'S NAME AND ADDRESS</u></b> <b>Hashtag Custom Builds QLD1 Pty Limited (ACN 601 790 774)</b> Address: 100 Harris Street, Pyrmont NSW 2009 Email: karan@letswork.com.au
Item 3:	<b><u>LAND</u></b> Lot 203 on SP 324733 Title Reference 51282776
Item 4:	<b><u>PREMISES</u></b> The whole of the Land known as 15 Destiny Street, Morayfield QLD 4506
Item 5:	<b><u>LESSEE'S FIT-OUT PERIOD</u></b> 1 month commencing on and including 1 September 2025 and terminating on and including 1 October 2025
Item 6:	<b><u>TERM</u></b> 4 years commencing on and including 1 September 2025 and terminating on and including 31 August 2029
Item 7:	<b><u>OPTION TO RENEW</u></b> N/A
Item 8:	<b><u>RENT IN THE FIRST YEAR OF THE TERM</u></b> \$64,750.00 including GST and outgoings, payable in monthly instalments of \$5,395.83 including GST and outgoings
Item 9:	<b><u>OUTGOINGS</u></b> N/A
Item 9A:	<b><u>LESSEE'S PROPORTION OF OUTGOINGS</u></b> N/A, inclusive in the rent
Item 10:	<b><u>SECURITY DEPOSIT</u></b> N/A
Item 11:	<b><u>PERMITTED USE</u></b> Display/show home
Item 12:	<b><u>PUBLIC RISK INSURANCE REQUIRED</u></b> \$20,000,000.00

Signed by:  
  
0CC8E6C964AD6AF4

28/08/2025

Signed by:  
  
5FBB343711EF7B67

29/08/2025

Signed by:  
  
BB4AC0B377701B64  
05/09/2025

Date 28/08/2025

## Recitals

- A From on or around 1 September 2025, the Lessor will be the registered proprietor of the Premises.
- B The Lessor leases to the Lessee, and the Lessee accepts the lease of, the Premises for the Term subject to the terms of this lease.
- C This lease is intended to be legally binding, and the parties agree to give effect to the arrangements contemplated by it.

## Operative provisions

### 1. Definitions and interpretation

- 1.1 The definitions and interpretation to be applied to this lease are as contained in *Schedule 1*.

### 2. Condition Precedent

- 2.1 Notwithstanding any other provisions of this lease, the parties acknowledge and agree that the obligations of the parties under this lease will not become binding, and this lease will not commence, unless and until the Condition Precedent is satisfied before the Commencement Date.
- 2.2 If the Condition Precedent specifies, upon its terms, that it is to be satisfied by a date that is on or after the Commencement Date, clause 2.1 will take precedence and such date as specified in the terms of the Condition Precedent shall be deemed to be amended to be the date that is one day before the Commencement Date.
- 2.3 Each party must promptly notify the other parties in writing as soon as it becomes aware that the Condition Precedent is satisfied or becomes, or is likely to become, incapable of being satisfied.

### 3. Lease

- 3.1 The Lessor leases the Premises to the Lessee, and the Lessee accepts the lease of the Premises from the Lessor, in accordance with the terms of this lease.

## Term

- 3.2 This lease will remain on foot for the Term, unless it is terminated earlier in accordance with clauses 12 or 13.

## Notice to vacate upon expiry

- 3.3 Subject to clause 3.4(c), the Lessee must, not less than 3 months before the Termination Date, give written notice to the Lessor of the Lessee's intention (if any) to vacate the Premises upon or after that date. If the Lessee fails to give such notice, then this lease will remain on foot, and the Lessee will continue to be liable to pay Rent:
- (a) for the 3-month period after such notice is received by the Lessor; or
  - (b) if no such notice is given, for 3 months after the Lessee has vacated the Premises and completed all reinstatement requirements under this lease.

## Holding over

- 3.4 Where the Lessee continues to occupy the Premises beyond the Termination Date with the Lessor's consent, then:
- (a) the Lessee will so occupy on a month-by-month basis, such period of occupation (the *Holding Over Term*) to form an extension of the term of this lease;
  - (b) during the Holding Over Term, the Lessee must pay Rent monthly in advance and continue to adhere to the covenants and terms of this lease;
  - (c) clause 3.3 will not apply, and the Holding Over Term may be terminated upon 1 month's notice in writing by the Lessor or the Lessee;
  - (d) if the Lessee fails to give such notice under clause 3.4(c):
    - (i) the Lessee will continue to remain liable to pay Rent for the 1-month period after such notice is given; or

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- (ii) if no such notice is given, for 1 month after the Lessee has vacated the Premises and completed all reinstatement requirements under this lease.

#### 4. Lessee's financial obligations

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##### Rent

- 4.1 The Lessee will pay the Rent to the Lessor in equal monthly instalments on the Commencement Date and:
- (a) for every month thereafter during the Term, on the same day of that month as the Commencement Date; or
  - (b) at the Lessor's option, on the first day of every calendar month thereafter during the Term, with the amount payable in the first and last calendar month of the Term to be adjusted in proportion to so much of each such calendar month as falls within the Term.

##### Manner of payment

- 4.2 Subject to clause 4.3, the Lessee will pay:
- (a) the Rent; and
  - (b) any Outgoings payable monthly under clause 4.6 N/A,
- to the Lessor by periodic payments directly debited from the Lessee's bank account and paid into a bank account nominated by the Lessor, and the Lessee agrees to sign such forms and other documents as the Lessor requires to effect such direct debit.
- 4.3 From time to time, upon reasonable notice to the Lessee, the Lessor may nominate a different bank account or otherwise amend the manner of payment under clause 4.2 and the Lessee must do all things necessary to give effect to such nominations or amendments.

##### Costs of Services

- 4.4 The Lessee must promptly pay all Costs for all Services separately supplied, metered, consumed or connected (as appropriate) to, in or on the Premises.
- 4.5 Upon or before taking occupation of the Premises, the Lessee must arrange for all Services separately metered to the Premises to be connected in the Lessee's name from the Commencement Date.

##### Outgoings

- 4.6 The Lessee must pay to the Lessor that percentage of the Outgoings specified in Item 9A:
- (a) in advance in equal monthly instalments based on the Lessor's estimates according to clause 4.7; or
  - (b) if the Lessor so elects, within 10 Business Days of written demand by the Lessor.
- 4.7 Unless the Lessor elects for the Lessee to pay Outgoings on demand in accordance with clause 4.6(b):
- (a) prior to the commencement of each Accounting Period, the Lessor will provide the Lessee with an estimate of the Outgoings payable by Lessee for that Accounting Period;
  - (b) the equal monthly instalments of Outgoings will be calculated on the basis of such estimates and, immediately thereafter, become payable in accordance with clause 4.2(b) at the same time and in the same manner as the Lessee pays Rent;
  - (c) following each Accounting Period, the Lessor will furnish to the Lessee a statement giving details of the actual Outgoings incurred for that Accounting Period; and
  - (d) within 14 days after the date on which such statement is received by the Lessee, the Lessee must pay to the Lessor any shortfall between the sum of the Outgoings paid by the Lessee and the actual Outgoings payable by the Lessee, or the Lessor will refund to the Lessee any amount overpaid by the Lessee, as the case may be,
- and, except in the case of manifest error notified by either the Lessee to the Lessor or vice versa within 14 days after the date on which such statement is received by the Lessee, such statement will be prima facie evidence of the actual Outgoings incurred for that Accounting Period.

- 4.8 Subject to clauses 4.9 and 4.10, Outgoings include:

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- (a) all insurance premiums and amounts payable (including deductibles in related insurance claims) for all the following insurances:
  - (i) building insurance in respect of the Building and all Appurtenances for their full reinstatement value against all usual risks;
  - (ii) loss of rent or other money, including money payable in respect of any lease or occupation of the Land or any part thereof, arising from damage or destruction of the Land or any part of it, diminution or loss of any means of access or any other similar cause;
  - (iii) public and products liability;
  - (iv) workers' compensation insurance for all persons engaged by the Lessor to work on the Land, in proportion to the extent to which such engagement is connected with the Land; and
  - (v) such other insurable risks as the Lessor reasonably considers appropriate from time to time;
- (b) all broker, valuation and risk assessment fees (including those for valuation and risk management reports) payable in connection with the provision and/or renewal of any insurances referred to in clause 4.8(a);
- (c) land taxes or any tax in the nature of a tax on land, computed on the taxable value of the Land from time to time at the rate that is payable by the Lessor:
  - (i) on a single-holding basis (ie, the liability of the Lessee for such taxes shall not exceed the amount for which the Lessor would have been liable had the Land been the only land owned by the Lessor); and
  - (ii) excluding any trust surcharges,
 and any discount for paying such taxes on time must be passed through to the Lessee;
- (d) all Rates relating to the use and occupation of the Premises;
- (e) all Rates for waste and general garbage removal from the Premises or the Land (including any related excess charges);
- (f) all Rates for the provision, reticulation or discharge of water, sewage and/or drainage including excess water charges, consumption charges, service charges and meter rents;
- (g) all Costs of providing security, if any, to the Land, Building or Premises;
- (h) all Costs for the supply, operation, repair or maintenance of the Lessor's Fixtures, subject to Reasonable Wear and Tear;
- (i) all Costs incurred in the supply, operation, repair or maintenance of any Services, subject to Reasonable Wear and Tear;
- (j) all Costs for the removal of waste, sullage and other general garbage from the Land, Building or Premises;
- (k) all Costs of statutory inspections and reports;
- (l) all Costs of purchasing, hiring, maintaining and servicing any outdoor gardens, lawns, potted shrubs, planted areas, landscaped areas and artificial water courses on the Land, subject to Reasonable Wear and Tear;
- (m) all Costs of cleaning and lighting the Common Areas and the Land (excluding any amount that is otherwise payable by the Lessee under this lease);
- (n) all Costs in relation to the control of pests, vermin, insects or other similar infestations on the Land;
- (o) all Costs in relation to the provision of: (i) caretaking services on the Land, including those for policing and regulating traffic (when undertaken); and/or (ii) any means of access to the Land;
- (p) all Costs for the repair or maintenance of the Building or the Premises, or any easements or rights of way that benefit the Land, where such repair or maintenance arises from the Lessee's use, subject to Reasonable Wear and Tear;

- (q) all Costs of repairs and/or replacement of emergency and exit light fittings;
- (r) all Management Costs;
- (s) all existing and future levies, charges and contributions imposed under strata, community or similar legislation, including administrative, special and ordinary levies; and
- (t) all Costs in connection with compliance with all relevant Laws relating to fire regulation monitoring (including hydrant testing, obtaining an annual fire safety statement and fire compliance auditing).

4.9 In respect of any repairs or maintenance to which clause 4.8 applies, if the Cost of replacing or renewing any part or item is less than the Cost of repairing or maintaining that part or item and the Lessor therefore elects to replace or renew that part or item, then Outgoings include the Cost of replacing or renewing that part or item.

4.10 Outgoings exclude any:

- (a) liability or expenditure of a structural or capital nature other than the replacement of component parts (but not the whole) of the Lessor's Fixtures;
- (b) Costs that the Lessor determines, acting reasonably, are wholly attributable to any other lessee or occupier of the Building or Land; and
- (c) Costs incurred in respect of any undeveloped part of the Land.

4.11 In the event of any Subdivision during the Term, any necessary adjustments will be made to the calculation of the Outgoings payable by the Lessee under this lease to reasonably maintain the intent of this lease in relation to the payment of Outgoings.

#### **Lessor's costs and expenses**

4.12 The costs incurred in connection with the negotiation, preparation, execution, registration, stamp duties payable, and costs of obtaining any consents required of this will be borne by the parties equally.

4.13 Any costs in relation to any assignment, subletting, transfer, surrender or termination of this lease will be borne by the parties equally.

#### **5. Lessee's Fit-Out**

5.1 The Lessee may carry out the Fit-Out at the Premises in accordance with the terms of this lease.

5.2 Prior to commencing the Fit-Out, the Lessee must submit to the Lessor:

- (a) if the Fit-Out requires the approval of any Authority, copies of all such approvals and all applications, plans and other documents submitted to, and/or received from, each relevant Authority in relation to the Fit-Out;
- (b) a certificate of currency, or other evidence reasonably satisfactory to the Lessor, of the contract works insurance policy obtained by the Lessee in accordance with clause 8.1(a); and
- (c) all other documents relating to the Fit-Out as may be reasonably required by the Lessor.

5.3 The Fit-Out must be carried out:

- (a) at the Lessee's cost and expense;
- (b) only during the Fit-Out Period, unless otherwise consented to by the Lessor in writing;
- (c) in a proper and workmanlike manner;
- (d) in the manner approved and specified by, and subject to the conditions required by, the Lessor and the relevant Authorities; and
- (e) in compliance with all relevant Laws and Requirements.

5.4 As part of the Fit-Out, the Lessee is required to professionally paint and professionally clean the Premises.

5.5 Without limitation to clause 5.3(d), the Lessor may give reasonable directions to the Lessee and its Agents in respect of their activities relating to the Fit-Out. The Lessee must comply with any such directions and must procure that its Agents comply with any such directions. Any conflict in relation to the Fit-Out between any persons and the Lessor or the Lessor's Agents must be resolved according to the reasonable directions of the Lessor.



## 6. Use of the Premises

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### Permitted use

- 6.1 The Lessee must use the Premises only for the purposes stated in Item 11.
- 6.2 The Lessee acknowledges and agrees that no undertaking (whether by way of promise, representation, warranty or otherwise) has been given to the Lessee in relation to the suitability of the Premises for any business, enterprise or other activity conducted by the Lessee.

### Licences and permits

- 6.3 The Lessee must obtain and keep in force at all times all necessary licences and permits in relation to the Lessee's occupation of the Premises for the purpose of conducting the Lessee's business, enterprise or other activities as required by Law and must, at all times during the continuation of this lease, adhere to all such Laws and all conditions applying to such licences and permits.

### Prohibited activities

- 6.4 During the Lessee's period of occupancy of the Premises, the Lessee must not, on or near the Premises, without the Lessor's prior written consent:
- (a) conduct, or permit to be conducted, any illegal acts;
  - (b) conduct, or permit to be conducted, any gambling, wagering or betting;
  - (c) do anything that is, or may become, an annoyance to occupiers of neighbouring premises;
  - (d) bring onto or use at, or permit to be brought onto or used at, the Premises any alcohol (other than alcoholic beverages), chemicals, flammable liquids, acetylene gas or other volatile or explosive substances or materials, with the exception of those required by the Lessee in the ordinary course of its business, provided that the Lessee must first notify the Lessor of the types and quantities of those substances or materials before they are brought onto or used at the Premises;
  - (e) conduct, or permit to be conducted, any noxious, noisome or offensive activity;
  - (f) keep any animals; or
  - (g) conduct any retail activities.

### Conduct of business

- 6.5 The Lessee must at all times conduct the Lessee's business, enterprise and activities at a standard that preserves the status of the Premises.

### Services

- 6.6 The Lessee must not commit any act or omission that may lead to the disconnection or termination of any Services, whether during the continuance of this lease or upon its expiry or sooner termination, and the Lessee must not prejudice any future user of any Services.

### Risk of theft or damage to property

- 6.7 The Lessee acknowledges and agrees that:
- (a) any motor vehicle or other property taken onto, or kept on, the Land is there at the risk of the Lessee; and
  - (b) the Lessor is not responsible for any theft of, or damage to, any such property (including property left or contained in any motor vehicle) howsoever arising.

### Alterations

- 6.8 Subject only to carrying out the Fit-Out in accordance with clause 5, the Lessee must not, without obtaining the prior written consent of the Lessor (which the Lessor may withhold or delay at its absolute discretion) and all relevant Authorities:
- (a) deface any part of the Premises in any way (including by driving any screw or nail into any surface or by painting, affixing or inscribing any sign, fitting or fixture); or
  - (b) make, or contract to be made, any alterations or additions to any part of the Premises, and any such defacement, alteration or addition must be made in the manner approved and specified by, and subject to the conditions required by, the Lessor and all relevant Authorities.

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- 6.9 If any proposed defacement, alteration or addition under clause 6.8 requires the approval of any Authority, prior to commencing the proposed defacement, alteration or addition, the Lessee must submit to the Lessor:
- (a) copies of all such approvals and all applications, plans and other documents submitted to, and/or received from, each relevant Authority in relation to the proposed defacement, alteration or addition; and
  - (b) all other documents relating to the proposed defacement, alteration or addition as may be reasonably required by the Lessor.

#### **Furniture**

- 6.10 All furniture brought into the Premises by the Lessee will be the Lessee's property for which they are responsible for removing at the termination of this lease.

#### **Cleaning, health and safety**

- 6.11 The Lessee must, at all times:
- (a) maintain the Premises and their surrounds in a clean and tidy state and not cause or permit any rubbish, trade waste or other refuse to accumulate on or around the Premises; and
  - (b) comply with all Laws and Requirements relating to cleanliness, health and safety at the Premises and ensure that the health and safety of all persons in, or in the vicinity of, the Premises is not affected, or likely to be affected, by any breach of such Laws or Requirements.
- 6.12 If any pests or vermin are detected on or around the Premises, the Lessee must:
- (a) immediately, at the Lessee's expense, fumigate and disinfect the Premises to meet the requirements of local health standards;
  - (b) give to the Lessor prompt notice as to the occurrence of such infections, pests or vermin; and
  - (c) satisfy the Lessor of their eradication.

#### **Notice of accidents**

- 6.13 The Lessee must, as soon as possible, notify the Lessor, both verbally and in writing, of the occurrence in or about the Premises of any accident, serious breakage of glass, theft or explosion or any other event that causes, or is likely to cause, any material:
- (a) damage to the Premises or any adjoining premises; or
  - (b) danger to any persons in, or in the vicinity of, all such premises.


### **7. Maintenance and repairs**

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- 7.1 The Lessee must:
- (a) maintain the Premises and Services in good and substantial repair in every respect; and
  - (b) make good any structural damage to the Premises that is caused by the Lessee or any of its Agents,
- except for:
- (c) Reasonable Wear and Tear; and
  - (d) damage caused by fire, lightning, storm, flood, earthquake or war.
- 7.2 Without limiting the generality of clause 7.1, the Lessee must:
- (a) attend to the replacement of burnt-out light bulbs and fluorescent tubes with new ones as and when necessary; and
  - (b) maintain the exterior parts of the Premises in good order and condition (including weeding the gardens and mowing the lawns, if any).

#### **Notice to repair**

- 7.3 The Lessor may at any time serve upon the Lessee a Defect Notice. The Lessee must comply with all Defect Notices, whether such Defect Notices are served:
- (a) by or on behalf of the Lessor or any Authority; or
  - (b) pursuant to the terms of this lease or any Law,
- except where such repairs are structural in nature and not related to any conduct of the Lessee or its Agents.

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- 7.4 If a Defect Notice is served upon the Lessee and the Lessee fails to effect any repair as required by the Defect Notice within 14 days of the Lessee's receipt of such notice:
- (a) the Lessor will be entitled to have such repair carried out by itself or its Agents; and
  - (b) the Lessee must, within 14 days of receipt of an invoice for any such repair, pay the invoiced amount to the Lessor.

#### **Costs of repairs**

- 7.5 The Lessee will bear the Costs of all maintenance, repairs and replacements undertaken pursuant to clauses 7.1 to 7.4.

### **8. Insurance**

- 8.1 The Lessee must effect and keep in force, in respect of the Premises, all of the following types of insurance:
- (a) contract works insurance for the full value of the Fit-Out, which the Lessee must keep current throughout the Fit-Out Period;
  - (b) public risk insurance for at least the sum specified in Item 12, extended to cover the Lessee's liability under this lease;
  - (c) plate glass insurance in respect of all plate glass windows and doors within, or forming part of, the Premises for their full replacement value; and
  - (d) workers' compensation insurance (including common law liability) in a reasonably appropriate amount for all persons employed by the Lessee in relation to whom Claims related to death or bodily injury may be made against the Lessor.
- 8.2 In respect of the policies of insurance that the Lessee must effect under clause 8.1, the Lessee must:
- (a) effect such policies on and from the Commencement Date and, subject only to clause 8.1(a), keep such policies current throughout the Term;
  - (b) take them out in the Lessee's name with the Lessor's interest noted, provided that nothing in this clause 8.2(b) obliges the Lessor to make any financial contribution to such insurance policies;
  - (c) place those policies with insurers approved by the Lessor upon such terms (including amounts, risks covered, conditions, endorsements and exclusions) as are reasonably acceptable to, or required by, the Lessor from time to time;
  - (d) not make any exclusions, endorsements or alterations to the policies, nor allow any to be made, without the prior written consent of the Lessor;
  - (e) ensure that the policies expressly provide that the insurer will not cancel, nor materially amend, the policies without first giving to the Lessee at least 14 days' written notice of such cancellation or amendment. Upon receipt by the Lessee of any such notice, the Lessee must immediately notify the Lessor of the cancellation or amendment;
  - (f) use all reasonable endeavours to cause the insurer to waive any Claim that the insurer may have against the Lessor. If the insurer does not waive any such Claim, the Lessee must indemnify the Lessor unconditionally on demand from and against any such Claim;
  - (g) lodge with the Lessor a duplicate, certified copy or certificate of currency of every policy, renewal certificate and endorsement slip immediately upon receipt of the corresponding original by the Lessee;
  - (h) punctually pay all premiums in respect of those policies and the renewal of them; and
  - (i) give to the Lessor a copy of the receipt, or other proof of payment satisfactory to the Lessor, for all such premiums paid.
- 8.3 The Lessee must not commit, nor permit any Agent of the Lessee to commit, any act or omission that will or may render void, or voidable, any of the insurance policies listed in clause 8.1.

### **9. Assignment and sub-letting**

- 9.1 Subject to clauses 9.2 and 9.3, the Lessee must not:
- (a) assign, transfer, demise or create any Encumbrance over this lease or any interest in this lease; or

(b) sublet, licence or part with possession of all or any part of the Premises, or attempt, purport or agree to do so.

9.2 The Lessee will not breach clause 9.1 in respect of a proposed assignment or sublease if the proposed assignee or sublessee is Karan Sharma or a company of which Karan Sharma is a director/secretary or shareholder, or all of the following apply:

- (a) the Lessee makes a written request for the Lessor's consent to the assignment or the sublease at least 1 month prior to the date on which the proposed assignment or sublease would take effect;
- (b) the Lessor, at the Lessor's discretion, consents to the proposed assignment or sublease in writing prior to the assignment or sublease taking effect;
- (c) there is no subsisting Event of Default at any time on and from the date on which the Lessee makes the written request under clause 9.2(a) to and including the date on which the proposed assignment or sublease would take effect;
- (d) in the case of an assignment:
  - (i) the Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is respectable, responsible, solvent and capable of complying with the Lessee's obligations under this lease;
  - (ii) the Lessee provides the Lessor with such information as the Lessor may reasonably require concerning the financial standing and business experience of the proposed assignee;
  - (iii) the Lessee and the proposed assignee enter into a deed with the Lessor, in a form reasonably acceptable to the Lessor, which provides that the proposed assignee must comply with all of the Lessee's obligations under this lease on and from the date of assignment;
  - (iv) the Lessee and the proposed assignee comply with the Lessor's reasonable requirements in relation to the documentation, stamping and registration of the proposed assignment;
  - (v) the proposed assignee provides a guarantee, in a form reasonably acceptable to the Lessor, in respect of the obligations of the assignee during the remainder of the Term; and
- (e) in the case of a proposed sublease:
  - (i) the Lessee and the proposed sublessee enter into a deed with the Lessor, in a form reasonably acceptable to the Lessor, which provides that the sublessee:
    - (A) must not cause or contribute to a breach of this lease;
    - (B) must comply with the terms of this lease insofar as they affect the subleased premises; and
    - (C) the sublessee acknowledges that the sublease will end automatically, without any liability to the Lessor, if this lease terminates for any reason; and
  - (ii) the Lessee and the proposed sublessee comply with the Lessor's reasonable requirements in relation to the documentation, stamping and registration of the proposed sublease.

9.3 Notwithstanding any other provision of this lease or any Law, the Lessee acknowledges and agrees that it will not be unreasonable for the Lessor to withhold or delay any consent or approval under clause 9.2, and the Lessor may withhold or delay any such consent or approval at its absolute discretion, if:

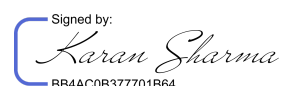
- (a) the proposed assignee or sublessee proposes to change the use to which the Premises are put;
- (b) the proposed assignee or sublessee has financial resources or business skills that, in the reasonable opinion of the Lessor, are or may be inferior to those of the Lessee;

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- (c) the Lessee has not fully complied with the procedure for obtaining consent to the proposed assignment or sublease as set out in clause 9.2;
- (d) there is any subsisting Event of Default at a time when such consent or approval is being considered by the Lessor; or
- (e) any of the requirements of clause 9.2 are not fully satisfied.

#### **Lessee responsible for conduct of**

- 9.4 The Lessee must ensure that any sub-lessee of the Lessee:
- (a) complies with the obligations in this lease as if it was a party to this lease in the place of the Lessee; and
  - (b) does not do, or omit to do, anything which, if done or omitted to be done by the Lessee, would constitute a breach of this lease by the Lessee,
- and the Lessee will be responsible for, and liable to the Lessor in respect of, the actions and omissions of any of its sub-lessees as if they were the actions or omissions of the Lessee.

#### **Charging the Lessee's interest**

- 9.5 The Lessee must not create, or allow to come into existence, any Charge.

#### **Sale of the Premises**

- 9.6 In the event that the Lessor sells its interest in the Premises, the Lessor will ensure that a deed is executed between the Lessor and the incoming purchaser, in a form approved by the Lessor, which includes provisions that:
- (a) the Lessor assigns all its rights and obligations under this lease to the purchaser with effect from the date of the sale; and
  - (b) the purchaser is bound, in place of the Lessor, by the terms of this lease.

### **10. Lessor's covenants and rights**

#### **Quiet enjoyment**

- 10.1 If the Lessee observes and performs all of its obligations under this lease, the Lessee may occupy and enjoy the Premises, subject to the terms of this lease, without interruption by the Lessor.

#### **Registration of Lease**

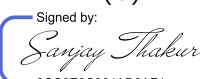
- 10.2 Where a registration of this lease is achievable at Law, at the Lessee's request, the Lessor will use all reasonable endeavours to effect the registration of this lease on the title to the Premises and obtain any mortgagee's consent to the registration (if applicable). Upon an effective registration of this lease, at the Lessee's request, the Lessor must provide to the Lessee documentary evidence of such registration.
- 10.3 Where this lease, or any caveat relating to this lease, has been registered in favour of the Lessee on the title to the Premises, the Lessee must:
- (a) remove, or procure the removal of, all such registrations on or before the expiry or termination of this lease; and
  - (b) unconditionally indemnify and forever keep fully indemnified the Lessor on demand from and against any and all Costs that are suffered or incurred, directly or indirectly, by the Lessor in respect of such removal.

#### **Removal of Lessee's fixtures**

- 10.4 The Lessee may, but is not required to, remove its fixtures during the Term, provided that:
- (a) in so removing its fixtures, no damage is caused to the Premises; and
  - (b) if any such damage occurs, the Lessee must promptly pay all reasonable Costs incurred in restoring the Premises to their condition as at the Commencement Date.

#### **Lessor's right to inspect and do works**

- 10.5 The Lessor may, itself or by its Agents, upon having given to the Lessee reasonable notice of the Lessor's intention to do so (except that no such notice need be given in emergencies), enter upon the Premises at any time during the Term to:
- (a) review the state of repair of the Premises;
  - (b) conduct alterations or repairs to the Premises;

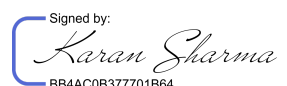
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- (c) install, maintain or repair any gas, water or other service pipes, conduits, ducts, electricity or telephone wires or cables or to pass any such pipes, conduits, ducts, wires or cables through any part of the Premises; or
  - (d) do any other works that the Lessor considers necessary to the operation, use or maintenance of any part of the Land, Building or Premises,
- and the Lessee hereby irrevocably grants to the Lessor and its Agents a licence to enter the Premises to do so.

**"For Lease" signs and inspection by prospective lessees**

10.6 The Lessor and its Agents may, during the final 3 months of the Term:

- (a) exhibit any number of "For Lease" signs at the Premises, which the Lessee must not remove or obstruct; and
- (b) at all reasonable times and upon reasonable notice being given to the Lessee, enter the Premises with prospective lessees so that the prospective lessees may inspect the Premises.

**"For Sale" signs and inspection by prospective purchasers**

10.7 The Lessor and its Agents may, during the continuance of this lease:

- (a) exhibit any number of "For Sale" sign at the Premises, which the Lessee must not remove or obstruct; and
- (b) at all reasonable times and upon reasonable notice being given to the Lessee, enter the Premises with prospective purchasers so that the prospective purchasers may inspect the Premises.

**11. Make-good obligations**

11.1 Upon the expiry or sooner termination of this lease, the Lessee must promptly:

- (a) peaceably surrender and yield up the Premises to the Lessor in the condition required by clauses 7 and 11.2; and
- (b) return to the Lessor all keys, passcodes and security devices relating to the Premises.

11.2 Immediately prior to vacating the Premises, the Lessee must, at its expense:

- (a) clear all refuse and rubbish from, and thoroughly clean, the Premises;
- (b) professionally paint and clean the Premises; and
- (c) remove all of its property from the Premises and clauses 13.12 to 13.16 will apply in respect of such removal.

**12. Damage, destruction and resumption**

**Abatement of rent and financial obligations**

12.1 If, during the Term and as a result of any Damaging Event or any other event beyond the Lessee's control, the Premises are rendered Unfit due to damage to, or destruction of, all or part of the Premises, provided that the Lessee has taken all reasonable measures to prevent and minimise such damage or destruction, the Lessee's financial obligations (calculated on a daily basis) will abate, subject to clauses 12.2 and 12.3 and the following:

- (a) the Abatement extends to all of the Lessee's financial obligations to the Lessor under this lease, including Rent, Outgoings and GST;
- (b) the period of the Abatement commences on and from the date on which the Premises are rendered Unfit until and including the date on which the Premises cease to be Unfit; and
- (c) the Lessee is not entitled to any Abatement if:
  - (i) the event resulting in the Premises becoming Unfit is caused, or contributed to, by any act or omission on the part of the Lessee or any of its Agents; or
  - (ii) the Lessor fails to recover the benefit of any insurance for loss or damage to the Building or the Premises because of any act or omission on the part of the Lessee or any of its Agents.

**Partial use**

12.2 If the extent of the Premises being Unfit enables partial use of the Premises for the Lessee's business:

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- (a) the Lessee may continue to use the Premises and conduct its business whilst the Premises are being repaired, unless:
  - (i) the Lessor reasonably requires such use to cease during the whole or part of the repairs; or
  - (ii) any Authority prohibits occupation of the Premises in their damaged condition;
- (b) such use by the Lessee will be taken into account in determining the partial abatement of the Lessee's financial obligations under this lease; and
- (c) having regard to the nature and extent of the damage to, and available use of, the Premises, the parties will endeavour to agree upon:
  - (i) the commencement and period of the Abatement; and
  - (ii) the proportion of the Abatement.

#### Disputes regarding Abatement

- 12.3 If the parties have any dispute regarding the Lessee's entitlement to any Abatement or the period or amount of any Abatement:
- (a) the dispute is to be determined by a loss assessor who must be:
    - (i) a member of the Insurance Council of Australia Limited (ACN 005 617 318) (*Insurance Council*);
    - (ii) experienced in assessing premises of the nature of the Premises; and
    - (iii) nominated by the president for the time being, or a senior officer, of the Insurance Council on the application of either the Lessor or the Lessee; and
  - (b) in making such determination:
    - (i) the loss assessor must act as an independent expert;
    - (ii) the loss assessor will be entitled to accept written submissions and expert reports from any of the parties;
    - (iii) the fees of the loss assessor will be borne equally by the Lessor and the Lessee; and
    - (iv) the decision of the loss assessor will be final and binding on the parties.

#### Damaging Event – termination by the Lessor

- 12.4 The Lessor may terminate this lease by giving 1 month's written notice to the Lessee if, as a result of any damage or destruction caused by any Damaging Event or by any action or omission of the Lessee or its Agents:
- (a) more than fifty percent (50%) of the Building is damaged or destroyed or required to demolished or replaced;
  - (b) the Building cannot be repaired or reinstated by the Lessor, acting reasonably and promptly, within a reasonable time after the damage or destruction occurs; or
  - (c) the Premises are incapable of being used and occupied due to the damage or destruction and this lease is due to expire, with no option for renewal, within 2 years after the date on which such damage or destruction occurs,
- and the Lessee will have no right to bring any Claim against the Lessor in respect of any and all Costs that may be suffered or incurred, directly or indirectly, by the Lessee in respect of any such termination.

#### Damaging Event – termination by the Lessee

- 12.5 The Lessee may terminate this lease by giving 1 month's written notice to the Lessor if, as a result of any Damaging Event:
- (a) more than fifty percent (50%) of the Building is damaged or destroyed or required to demolished or replaced;
  - (b) the Premises are rendered incapable of being used and occupied as a consequence of the Damaging Event; and
  - (c) the Lessor takes no action to repair or reinstate the Premises for a consecutive period of 6 months after the date on which the Damaging Event occurs,

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and the Lessee will have no right to bring any Claim against the Lessor in respect of any and all Costs that may be suffered or incurred, directly or indirectly, by the Lessee in respect of any such termination.

#### No obligation to rebuild

12.6 Nothing contained or implied in this lease imposes any obligation upon the Lessor to rebuild or reinstate all or any part of the Building or the Premises after any damage or destruction contemplated by this clause 12.

#### Resumption

12.7 The Lessee acknowledges and agrees that, if all or any part of the Premises are resumed or taken for any public purpose during the Term, the Lessor may, at its absolute discretion, give immediate written notice of termination of this lease to the Lessee and the Lessee will have no right to bring any Claim against the Lessor in respect of any and all Costs that may be suffered or incurred, directly or indirectly, by the Lessee in respect of such termination.

### 13. Material Breach, termination and damages

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#### Material Breach

13.1 Without limitation, each of the following constitutes a material breach of this lease by the Lessee:

- (a) **(unpaid amounts)** any failure to pay to the Lessor, in whole or in part, any Rent, Outgoings, GST or other amount as required by this lease for a period in excess of 14 days after the due date for payment, whether or not the Lessor has made a formal demand to the Lessee for payment;
- (b) **(essential terms)** any failure to comply with any of the following provisions, which the Lessee acknowledges and agrees are essential terms of this lease:
  - (i) clause 6 ("Use of the Premises");
  - (ii) clause 8 ("Insurance"); and
  - (iii) clause 9 ("Assignment and sub-letting");
- (c) **(serious or persistent breach)** any serious, or persistent and continuing, breach of the Lessee's obligations under this lease;
- (d) **(sub-lessees)** any conduct of any sub-lessee of the Lessee which, if done or omitted to be done by the Lessee, would constitute a material breach of this lease by the Lessee under any of clauses 13.1(a) to (c); and
- (e) **(Insolvency Event)** an Insolvency Event occurring in respect of the Lessee or any sub-lessee of the Lessee or Guarantor.

#### Termination for Material Breach

13.2 The Lessor may terminate this lease any time after a Material Breach by:

- (a) re-entering and taking possession of the Premises, using reasonable force to secure possession;
- (b) serving on the Lessee a written notice terminating this lease; and/or
- (c) instituting proceedings for possession against the Lessee.

13.3 The Lessor's right of termination under clause 13.2 will arise without the Lessor making any demand for:

- (a) payment by the Lessee of any Rent in arrears;
- (b) compliance with any other obligation of the Lessee under this lease; or
- (c) remedy by the Lessee of any breach of its obligations under this lease.

13.4 All provisions of this lease relating to the Lessee's obligations upon the expiry or earlier termination of this lease will immediately come into effect upon any termination pursuant to clause 13.2.

#### Demolition

13.5 If the Lessor wants to demolish, repair, renovate or reconstruct all, or a substantial part, of the Premises (the **Works**), the Lessor may terminate this lease by giving written notice (the **Works Notice**) to the Lessee specifying:

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- (a) sufficient details of the Works to indicate a genuine proposal to carry out the Works within a reasonably practicable timeframe; and
- (b) the proposed date of termination of this lease (***Works Termination Date***), which must be at least:
  - (i) if the Remaining Term is 12 months or longer, 6 months; or
  - (ii) if the Remaining Term is less than 12 months, 3 months,after the date of the Works Notice (such period being the ***Works Notice Period***).

13.6 After the Lessor has given a Works Notice to the Lessee, the Lessee may terminate this lease upon at least 10 Business Days' written notice to the Lessor at any time during the period of:

- (a) if the Works Notice Period is 6 months or longer, 6 months; or
  - (b) if the Works Notice Period is less than 6 months, 3 months,
- immediately preceding and ending on the Works Termination Date.

#### **Accrued rights**

13.7 Termination of this lease by any party for any reason will not affect or prejudice any rights or liabilities that the parties have accrued under or in respect of this lease prior to such termination.

13.8 Without limitation to clause 13.7, any termination of this lease by the Lessor, including by re-entering and taking possession of the Premises, will not release the Lessee from liability in respect of its breach of any covenant, obligation, condition, or stipulation, whether express or implied, that the Lessee is required to perform or observe under this lease or any Law.

#### **Lessee vacating during the Term**

13.9 If the Lessee vacates or abandons the Premises during the Term in breach of the Lessee's obligations under this lease:

- (a) the Lessor's duty to mitigate Costs includes endeavouring to lease the Premises at a reasonable rent and on reasonable terms, provided that the Lessor is not obliged to take any action to lease the Premises if:
  - (i) the Lessee vacates the Premises during the last year of the initial term of this lease; or
  - (ii) the Lessor intends to reconstruct, renovate or demolish the Premises, or to occupy the Premises, within 6 months after the Lessee has vacated the Premises; and
- (b) the Lessor may:
  - (i) accept the keys to the Premises from the Lessee;
  - (ii) renovate, restore and clean the Premises;
  - (iii) change the locks and secure the Premises; and/or
  - (iv) permit prospective lessees to inspect the Premises,and may take any such actions without the Lessee's consent, regardless of whether such actions constitute a re-entry of the Premises or a termination, or acceptance of a surrender, of this lease.

13.10 The Lessee's obligations under this lease to pay Rent and Outgoings and to comply with its other obligations under this lease continue until the termination or expiry of this lease, regardless of whether or when the Lessee vacates or abandons the Premises.

#### **Power of attorney**

13.11 The Lessee hereby irrevocably appoints the Lessor to be the Lessee's true and lawful agent and attorney with full power at any time to, at the Lessee's cost and either in the Lessee's name or the Lessor's name:

- (a) take all actions, including instituting any proceedings and executing any documents, as required for the purposes of:
  - (i) securing compliance by the Lessee with its obligations under this lease;
  - (ii) dealing with the Lessor's Assets in accordance with the enforcement provisions of this lease, the PPSA or otherwise; or

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- (iii) recovering, from the issuer of any policy of insurance required by this lease, any money payable to Lessor provided that the Lessor may not exercise its powers as attorney for such recovery of insurance money unless:
  - (A) in the reasonable opinion of the Lessor, the Lessee is not diligently pursuing its rights to recover the insurance money; or
  - (B) there is a subsisting Event of Default; and
- (b) appoint and remove any substitute attorneys from time to time for such purposes.

#### Removal of Lessee's property

- 13.12 The Lessee must remove all of its property (excluding furniture) from the Premises before the expiry or termination of this lease or, if this lease is terminated by the Lessor, within 14 days after this lease is terminated.
- 13.13 If the Lessor terminates this lease, the Lessee and its Agents may have access to the Premises, whilst the Lessor have possession and control over the Premises, for the 14 days immediately after such termination, between 9:00 am and 5:30 pm, for the purposes of removing the Lessee's property and cleaning, repairing or restoring the Premises, provided that, for such access to the Premises:
- (a) the Lessee obtains written consent from the Lessor; and
  - (b) the Lessee pays the Lessor, in advance, Rent, Outgoings and GST for 14 days at the rates applicable immediately before the termination of this lease.
- 13.14 The Lessee must not cause, or permit to be caused, any damage to the Building or the Premises whilst removing its property and must leave the Premises clean and tidy after such removal.
- 13.15 In respect of any of the Lessee's property that the Lessee fails to remove from the Premises in accordance with the terms of this lease:
- (a) the Lessee is deemed to have abandoned the property and title to the property; and
  - (b) the Lessor may, at the Lessor's option and discretion:
    - (i) acquires title to that property through the Lessee's abandonment of it, in which case the Lessor will not be obliged to account to the Lessee for the value of that property;
    - (ii) have that property removed from the Premises and stored (without liability for any loss of, or damage to, any of that property); and/or
    - (iii) sell or otherwise dispose of the property, with or without removing it from the Premises, in the name of, and as agent for, the Lessee.
- 13.16 The Lessee is responsible for, and hereby indemnifies the Lessor from any against, any and all Costs suffered or incurred, directly or indirectly, by the Lessor in respect of the removal of any of the Lessee's property from the Premises under clauses 13.12 and/or 13.15, including the Costs of removal, storage and sale of any such property.

#### 14. GST

##### Definitions regarding GST

- 14.1 In this clause 14:
- (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 14; and
  - (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 14.

##### Consideration is exclusive of GST

- 14.2 Unless expressly stated otherwise, any sum payable, or amount used in the calculation of a sum payable, under this lease has been determined without regard to GST and must be increased on account of any GST payable under this clause 14.


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## Receiving Party to pay additional amount

14.3 If GST is imposed on any supply made under or in accordance with this lease, 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 lease.

## Fines, penalties and interest

14.4 The amount recoverable on account of GST under this clause 14 by the Supplier will include any fines, penalties, interest and other charges incurred as a consequence of any late payment or other breach by the Receiving Party under this clause 14.

## Reimbursement

14.5 If any party is required to pay, reimburse or indemnify another party for the whole or any part of any Cost, loss, liability or other amount that the other party has incurred or will incur in connection with this lease, 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

14.6 If, at any time, an adjustment event arises in respect of any supply made by a party under this lease, 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 14.3 and payments to give effect to the adjustment must be made and the Supplier must issue an adjustment note.

## 15. Trustees

- 15.1 Each Trustee enters into this lease only in its capacity as trustee of the Relevant Trust and in no other capacity.
- 15.2 A liability arising under or in connection with this lease can be enforced against a Trustee only to the extent to which it can be satisfied out of property of the Relevant Trust out of which the applicable Trustee is actually indemnified for the liability.
- 15.3 This limitation of each Trustee's liability applies despite any other provision of this lease and extends to all liabilities and obligations of each Trustee in any way connected with this lease, including any representation, warranty, conduct, omission, agreement or transaction related to this lease.
- 15.4 No party may sue a Trustee in any capacity other than as trustee of the Relevant Trust, including seeking the appointment of a receiver (except in relation to property of the Relevant Trust), a liquidator, an administrator or any similar person to the applicable Trustee or to prove in any liquidation, administration or arrangement of or affecting the applicable Trustee (except in relation to property of the Relevant Trust).
- 15.5 Clauses 15.1 to 15.4 will not apply to any obligation or liability of a Trustee to the extent that it is not satisfied because, under the trust deed establishing the Relevant Trust or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Relevant Trust, as a result of the Trustee's fraud, negligence or breach of trust.
- 15.6 No Trustee is obliged to do, or refrain from doing, anything under this lease (including incurring any liability) unless its liability is limited in the same manner as set out in clauses 15.1 to 15.4.

## Trustee warranties

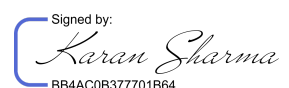
- 15.7 Each Trustee (both in its own right and as trustee of the Relevant Trust) represents and warrants to each other party that:
- (a) **(status of the Relevant Trust)** the Relevant Trust is validly constituted and has not been terminated, nor has any action been taken to wind up, terminate or resettle it, nor has any event occurred for the vesting of its assets;
  - (b) **(status as trustee)** it is a trustee of the Relevant Trust and it has not given any notice of resignation and no action has been taken to remove it;

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- (c) **(trust power)** it has power under the constituent documents of the Relevant Trust to enter into, and perform its obligations under, this lease;
- (d) **(trust authority)** all action has been taken that is necessary or desirable under the constituent documents of the Relevant Trust or at law to authorise its entry into this lease and its performance of its obligations hereunder;
- (e) **(benefit of beneficiaries)** it is entering into this lease as part of the proper administration of the Relevant Trust for the commercial benefit of the Relevant Trust and for the benefit of the beneficiaries of the Relevant Trust;
- (f) **(right of indemnity)** it has the right to be indemnified out of the assets of the Relevant Trust in relation to any liability arising under or in connection with the proper performance of its obligations under this lease. The assets of the Relevant Trust are sufficient to satisfy that right in full and it has not released or disposed of its equitable lien over those assets; and
- (g) **(no breach)** it is not in breach of any material obligations imposed on it in its capacity as trustee of the Relevant Trust, whether under the constituent documents of the Relevant Trust or otherwise.

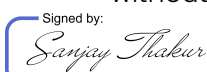
## 16. Notices

- 16.1 A notice given to a party under this lease must be:
- (a) in writing in English;
  - (b) sent to the address or email address of the relevant party as set out in the list of parties in the Reference Schedule (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; or
    - (v) by e-mail.
- 16.2 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; or
  - (e) 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 party's email server or internet service provider that the message has not been delivered to the relevant party,
- 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.
- 16.3 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; and
  - (b) in the case of email – the email was transmitted to the party's email server or internet service provider.

## 17. General

### Payments generally

- 17.1 If the due date for any payment to be made under this lease is not a Business Day, then the due date for that payment will be deemed to be the last preceding Business Day.
- 17.2 Unless otherwise required by Law, all amounts payable by the Lessee under this lease are to be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever (whether or not

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any such set-off, counterclaim, withholding, deduction or lien arises under this lease). If the Lessee is required by Law to make a deduction or withholding in respect of any sum payable under this lease, 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 Lessor of such additional amount as is required to ensure that the net amount received by the Lessor will equal the full amount that would have been received by the Lessor had no such deduction or withholding been required to be made.

- 17.3 At its sole discretion, the Lessor may apply, without notice, any funds held by it on account of the Lessee towards the satisfaction of any amount then payable by the Lessee to the Lessor under this lease or any Law.

#### Further assurances

- 17.4 Each party must (at its own expense, unless otherwise provided in this lease) 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 lease.

#### Third parties

- 17.5 This lease 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.

#### Entire agreement

- 17.6 This lease 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 lease other than those expressly stated in it or necessarily implied by statute, subject to clause 17.26.

#### Severability

- 17.7 If a provision of this lease 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


- 17.8 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this lease 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 lease.

#### Ipsso facto legislation

- 17.9 If any provision of this lease 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 a particular party, notwithstanding any other provision of this lease, to the maximum extent permitted by law:
- (a) time is of the essence in respect of all obligations of that party under this lease (whether falling due for performance before, upon or after the occurrence of that Insolvency Event); and
  - (b) any breach of this lease by that party (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 lease,
- 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


- 17.10 This lease may not be varied except by written instrument executed by all of the parties.

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## Counterparts

17.11 This lease 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

17.12 Delivery of an executed counterpart of this lease 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.

17.13 If a party delivers an executed counterpart of this lease under clause 17.12:

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

## Instrument a deed and covenants immediately binding

17.14 The parties acknowledge and agree that this document is a deed and that each obligation of a party hereunder is a covenant that binds that party in respect of each other party immediately upon its execution and delivery of this deed to that other party and accordingly that other party may enforce such obligations against the covenanting party notwithstanding that any parties, including that other party, have not executed and/or delivered this deed.

## Governing law and jurisdiction

17.15 This lease 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.

17.16 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 lease or its subject matter or formation (including non-contractual disputes or claims).

## Dispute Resolution

17.17 If any dispute is to arise between the parties regarding any matter the subject of this lease, then the parties agree that they first must follow the dispute resolution process outlined in this clause.

17.18 In the event that a party raises a dispute (**Dispute**) regarding any matter whatsoever rising out or in connection with this lease, they must notify the other party in writing as soon as reasonably practicable of the Dispute and provide sufficient details in such notice to allow the other party to understand the basis of the Dispute.

17.19 Within 5 Business Days of receiving the above written notice, the parties must meet (either in-person or via audio-visual link) and try to resolve the Dispute through communication and negotiation.

17.20 In the event that the parties are unable to resolve the Dispute, then the Dispute must be submitted to mediation in accordance with, and subject to, the Resolution Institute Mediation Rules.

17.21 The costs of such mediation are to be borne by the parties equally.

17.22 Nothing in this lease prevents a party applying to a court for urgent interlocutory relief. Otherwise, a party must not start any legal or other proceedings in respect of a dispute, unless it first follows this dispute resolution clause.

17.23

Signed by:  
*Sanjay Thakur*  
0CC8E6C964AD6AF4

28/08/2025

Signed by:  
*Ravisha Thakur*  
5FBB343711EF7B67

29/08/2025

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Signed by:  
*Karan Sharma*  
BB4AC0B377701B64

05/09/2025



## Definitions

17.24 The following definitions apply in this lease unless the context requires otherwise:

**Abatement** means the abatement of the Lessee's financial obligations as provided under clause 12.1.

**Agent** means, in respect of a party, any:

- (a) officers or employees;
- (b) architects, engineers, legal advisors or other professionals;
- (c) builders, contractors or handymen; and
- (d) property managers or estate agents,

employed or engaged by that party and, in respect of the Lessee, includes the Lessee's sublessees, assignees and invitees.

**Appurtenance** means an item attached to the Premises including any drain, basin, sink, toilet or urinal.

**Authority** means:

- (a) 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;
- (b) any provider of public utility services, whether statutory or not; or
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Premises or any part of them or anything in relation to them.

**Building** means all buildings, improvements and other structures for the time being erected on the Land and includes any part thereof.

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

**Charge** means an Encumbrance over this lease or the Lessee's interest in the Premises or goods within the Premises.

**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.

**Commencement Date** means the commencement date of the initial term of this lease specified in Item 6.

**Condition Precedent** means "Settlement" occurring as that term is defined in the Contract For Houses and Residential Land dated 1 August 2024 between the Lessee as seller and the Lessor as buyer.

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

**Cost** means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, imposition, assessment, 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 (whether paid or accrued), 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.

**Damaging Event** means any damage caused by fire, lightning, storm, flood, earthquake, explosion or war and any malicious damage.

Signed by:  
  
0CC8E6C964AD6AF4

28/08/2025

Signed by:  
  
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29/08/2025

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Signed by:  
  
BB4AC0B377701B64

05/09/2025

**Defect Notice** means a notice in writing of any defect requiring the Lessee to repair the same in accordance with any obligation of the Lessee under this lease.

**Event of Default** means any breach of this lease by the Lessee, including any Material Breach.

**Encumbrance** means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other 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.

**Facilities** means:

- (a) Services;
- (b) the Lessor's Fixtures;
- (c) any parts of the Premises, Building or Land; and/or
- (d) easements or rights of way that benefit the Land.

**Fit-Out** means the works to be undertaken by the Lessee during the Fit-Out Period to fit out the Premises for the Lessee's use, details of which have been approved in writing by the Lessor and signed by the Lessor for the purposes of identification.

**Fit-Out Period** means the period specified in Item 5.

**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.

**Holding Over Term** has the meaning given in clause 3.4(a).

**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:

- (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;
    - (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;


Signed by:  
  
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Signed by:  
  
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29/08/2025

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Signed by:  
  
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05/09/2025

- (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.

**Land** means the land specified in Item 3.

**Law** means any law, legislation, regulation, rule, proclamation, ordinance or by-law (whether present or future, whether state, federal or otherwise and whether statutory or common law) including:

- (a) any law concerning environmental matters (eg, laws concerning land use, development, pollution, Contamination, waste disposal, toxic and hazardous substances, climate change, greenhouse gases, energy use or efficiency, water use or access, conservation of natural or cultural resources or resource allocation, including any law relating to exploration for, or development or exploitation of, any natural resource); and
- (b) any law and/or code of practice relating to occupational health and safety that applies to the Premises and/or the use of them, including the Work Health and Safety Legislation.

**Lessee** means the party named in Item 2 and a reference to the Lessee includes:

- (a) its successors in title and permitted assigns; and
- (b) where the context permits, the Lessee's Agents.

**Lessor** means the party named in Item 1 and a reference to the Lessor includes its successors in title and assigns.

**Lessor's Fixtures** means all:

- (a) plant and equipment (whether mechanical or otherwise), Appurtenances, fittings, fixtures, furniture or furnishings of any kind (including window coverings, blinds and light fittings); and
- (b) valves, taps, fire hoses, hydrants, other fire prevention aids and fire-fighting systems, that are owned or supplied by the Lessor and from time to time are located on, comprise part of, or exclusively service the Premises or any part of them.

**Material Breach** means any material breach of this lease by the Lessee, including the events of breach listed in clause 13.1.

**Outgoings** means the total of all Rates and other amounts arising from the Lessor's ownership, management, operation and maintenance of the whole or any part of the Premises for which the Lessor pays or may be or become liable acting reasonably, whether by direct assessment or otherwise, including such amounts relating to land or buildings not forming part of the Premises but for which the Lessee is proportionately liable under the terms of this lease.

**Premises** means the Building and the Land that is the subject of this lease as described in Item 4, including the Lessor's Fixtures and improvements located therein.

**Rates** means rates, taxes, levies, charges and outgoings payable to any Authority, or under any Law, relating to all or part of the Premises or the Land or their use or occupation, including for:

- (a) any Service of a type that is from time to time provided by an Authority for the locality in which the Premises are situated;
- (b) waste and general garbage removal from the Premises or the Land (including any excess use thereof); and
- (c) the provision, reticulation or discharge of water, sewerage and/or drainage (including water and sewerage usage charges and meter rents).

**Reasonable Wear and Tear** means, in relation to any Facilities, reasonable wear and tear having regard to their condition at the Commencement Date and subject to:

- (a) the express obligations of the Lessee under this lease; and
- (b) the Lessee having taken all reasonable measures to ensure that any damage attributed to reasonable wear and tear will not contribute to any further damage to any Facilities.

**Reference Schedule** means the table of key information that starts on page 2 of this lease.

**Relevant Trust** means, in respect of any Trustee, the trust in respect of which the Trustee is expressed to have entered into this lease as trustee.

**Remaining Term** means, as at a particular date, the period commencing on and from that date and ending on and including the Termination Date or the date of expiry of the then-current Further Term (if applicable).

**Rent** means the annual rent specified in Item 8 as adjusted pursuant to the terms of this lease and, where the context requires, any instalments thereof.

**Requirement** includes any requirement, notice, order, direction, recommendation, consent, stipulation or similar notification received from, or given by, any Authority or under any Law, whether in writing or otherwise.

**Services** means all services or systems of any nature from time to time provided to, or available for use by, the Premises, the Building or the Land including any:

- (a) electronic medium, electricity, energy source, lighting, gas, fuel or power (including any carbon or greenhouse gas emissions or similar mandatory charges), water, sewerage, drainage, loading docks, plant rooms, storage areas, fire services, sprinkler systems or devices, lifts, escalators, air-conditioning, garbage collection, cleaning or other sanitation, telephone or internet services, including any excess use thereof;
- (b) plant and equipment, fittings, fixtures and appliances utilised for any of such services or systems; and
- (c) any services or systems from time to time utilised for accessing the Premises.

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

**Subdivision** means a subdivision of one or more of the titles to the Land or Building and includes a strata subdivision.

**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 Authority (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).

**Term** means the duration of this lease, including any Further Term and any Holding Over Term (if applicable).

**Termination Date** means the termination date of the initial term of this lease specified in Item 6.

**Trustee** means any party to this lease that is expressed to have entered into this lease in its capacity as a trustee of any trust.

**Unfit** means the Premises being wholly or substantially unfit for the Lessee's use and occupation or inaccessible for a period exceeding 7 days.

**Work Health and Safety Legislation** means the *Work Health and Safety Act 2011* (QLD) and the *Work Health and Safety Regulation 2011* (QLD).

**Works** has the meaning given in clause 13.5.

**Works Notice** has the meaning given in clause 13.5.

**Works Notice Period** has the meaning given in clause 13.5(b).

**Works Termination Date** has the meaning given in clause 13.5(b).

## Interpretation

17.25 The following rules of interpretation apply in this lease unless the context requires otherwise:

- (a) headings in this lease 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 lease is prepared by (or on behalf of) that party;
- (c) reference to any body (including any institute, association, authority or government agency) which ceases to exist or whose powers or functions are transferred to any other body also includes the body which replaces it or which substantially takes over its powers and functions.
- (d) 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;
- (e) a reference to a document (including this lease) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced, and the parties acknowledge and agree that the Reference Schedule forms part of this lease and is binding upon the parties;
- (f) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this lease;
- (g) in each schedule to this lease, a reference to a paragraph is a reference to a paragraph in that schedule;
- (h) a reference to an "*Item*" of a particular number is a reference to the item of that number in the Reference Schedule;
- (i) a reference to a statute includes all regulations thereunder;
- (j) 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;
- (k) 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;
- (l) a reference to writing includes any communication sent by post, facsimile or email;
- (m) a reference to time refers to time in Brisbane, Queensland and time is of the essence;
- (n) all monetary amounts are in Australian currency;
- (o) a reference to a liability includes a present, prospective, future or contingent liability;
- (p) the word "*month*" means calendar month and the word "*year*" means 12 calendar months;
- (q) 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;
- (r) a reference to a "*party*" is a reference to a party to this lease (including any person that executes a deed of adherence to this lease), and a reference to a "*third party*" is a reference to a person that is not a party to this lease;
- (s) a reference to any thing is a reference to the whole and each part of it;
- (t) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (u) words in the singular include the plural and vice versa; and
- (v) a reference to one gender includes a reference to the other genders.

## Exclusion of implied powers & covenants

17.26 No obligation or power is implied in this lease by virtue of sections 105 and 107 of the *Property Law Act 1974* (QLD).

Signed by:  
  
0CC8E6C964AD6AF4  
28/08/2025

Signed by:  
  
5FBB343711EF7B67  
Page 25 of 26  
29/08/2025

Signed by:  
  
BB4AC0B377701B64  
05/09/2025



Title Reference 51282776

**Lessor**

The Lessor accepts the lease and acknowledges the amount payable or other considerations for the lease.

Certified correct for the purposes of the Real Property Act 1900 and executed for and on behalf of Thakur PCT Pty Limited (ACN 678 568 548) in accordance with section 127 of the Corporations Act by:

Signed by:  
*Sanjay Thakur*  
0CC8E6C964AD6AF4

28/08/2025

Director Sanjay Thakur

Execution date

Signed by:  
*Ravisha Thakur*  
6FDB84B741EF7D67

29/08/2025

Director Ravisha Thakur

Execution date

**Lessee**

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Certified correct for the purposes of the Real Property Act 1900 and executed for and on behalf of Hashtag Custom Build QLD1 Pty Limited (ACN 601 790 774) in accordance with section 127 of the Corporations Act by:

Signed by:  
*Karan Sharma*  
BB4AC0B377701B64

05/09/2025

Sole Director Karan Sharma

Execution date

CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53677819  
Search Date: 10/10/2025 17:05

Title Reference: 51282776  
Date Created: 16/05/2022

Previous Title: 51282533

REGISTERED OWNER

Dealing No: 724327197 05/09/2025

THAKUR PCT PTY LTD A.C.N. 678 568 548  
TRUSTEE  
UNDER INSTRUMENT 724327197

ESTATE AND LAND

Estate in Fee Simple

LOT 203 SURVEY PLAN 324733  
Local Government: MORETON BAY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10925103 (POR 8V)
2. MORTGAGE No 724327198 05/09/2025 at 16:24  
HORIZON LOANS PTY LIMITED A.C.N. 651 491 799

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

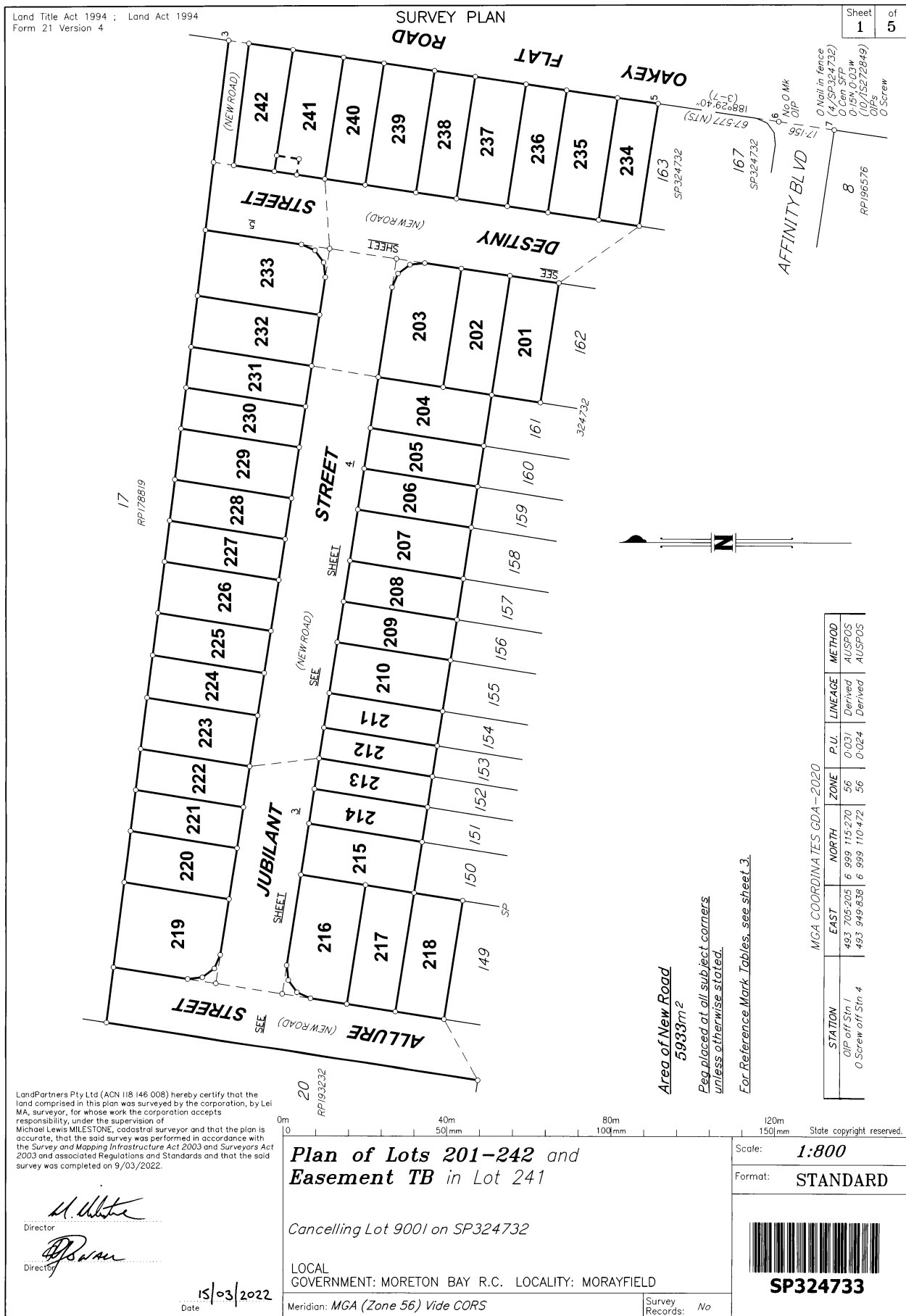
Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]  
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

Sheet <b>1</b>	of <b>5</b>
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**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  
5

**721659091**

**\$4791.00**  
03/05/2022 14:49

**CE 400 NT**

4. Lodged by

TRAX LAND CORPORATION

006

PO BOX 3013

CLONTARF DC 4019

07 34804200

deb.davis@traxland.com.au

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
	Lot 9001 on SP324732	201-242	New Rd	Emt TB

**MORTGAGE ALLOCATIONS**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
717843616	201 & 234-236	202, 204-206 & 237
718181332	203, 207-233 & 238-242	202, 204-206 & 237

Date...12/05/2022

Amendments By:  
LANDPARTNERS PTY LTD  
A.C.N. 118 146 008

*[Signature]*  
DIRECTOR  
*[Signature]*  
Director

Easements SA & WA on SP324732 to be surrendered prior to lodgement of this plan.

Easement DA on SP324732 fully absorbed by new road

**Reinstatement Report**

This plan follows and adopts the reinstatement of SP324732. Sufficient marks were found & connected to at stations 1, 3 - 8 & 17 with good agreement with previous plans.

201-242	Por 8V
Lots	Orig

2. Orig Grant Allocation :

3. References :

Dept File :  
Local Govt :  
Surveyor : BRMM7083.000

5. Passed & Endorsed :

By : LandPartners Pty Ltd  
Date : 15/03/2022  
Signed : *[Signature]*  
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 roads.
- \* 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 \$ .....

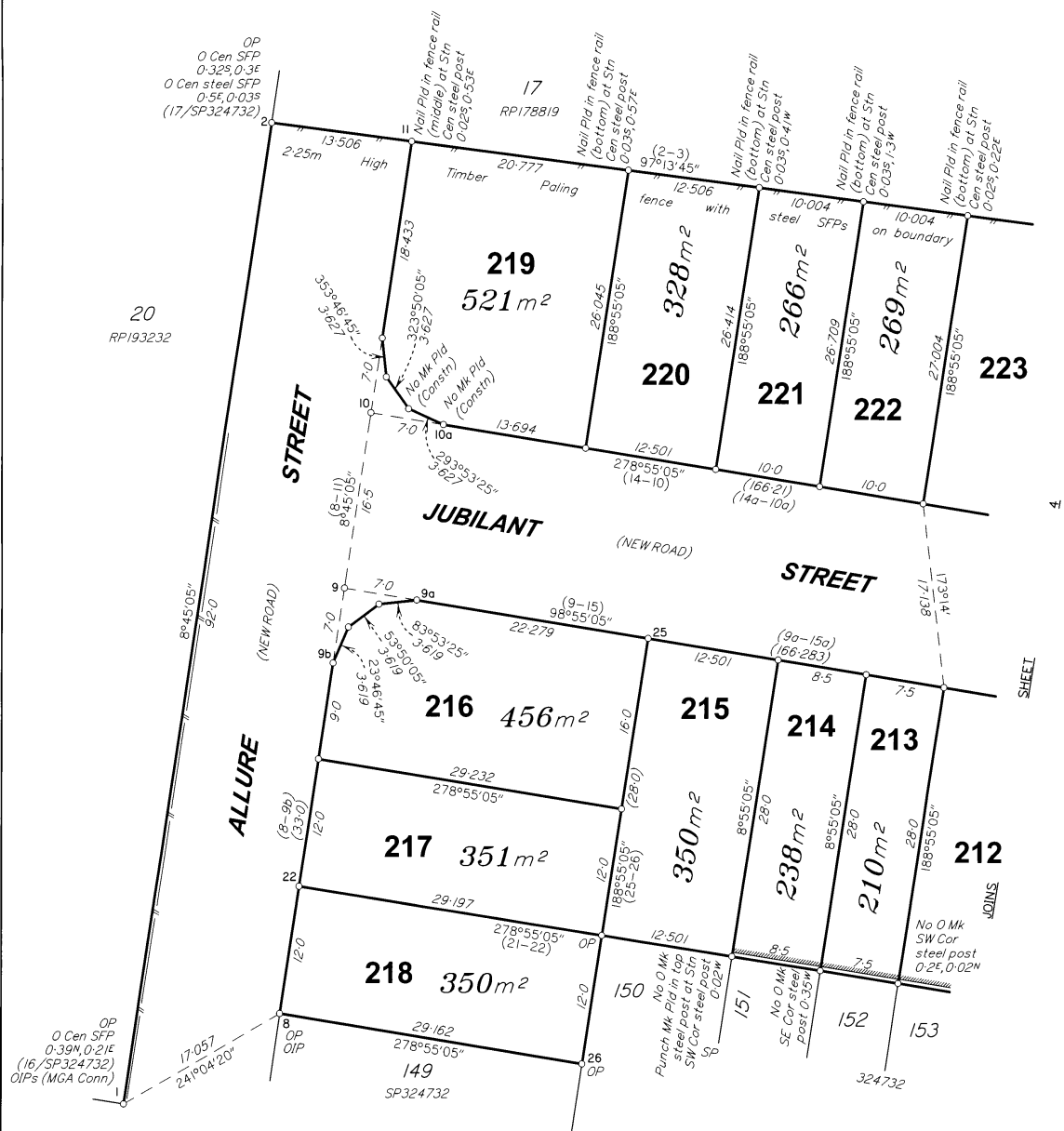
8. Insert Plan Number  
**SP324733**

BRMM7083\_000\_65\_4 SP324733

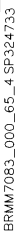


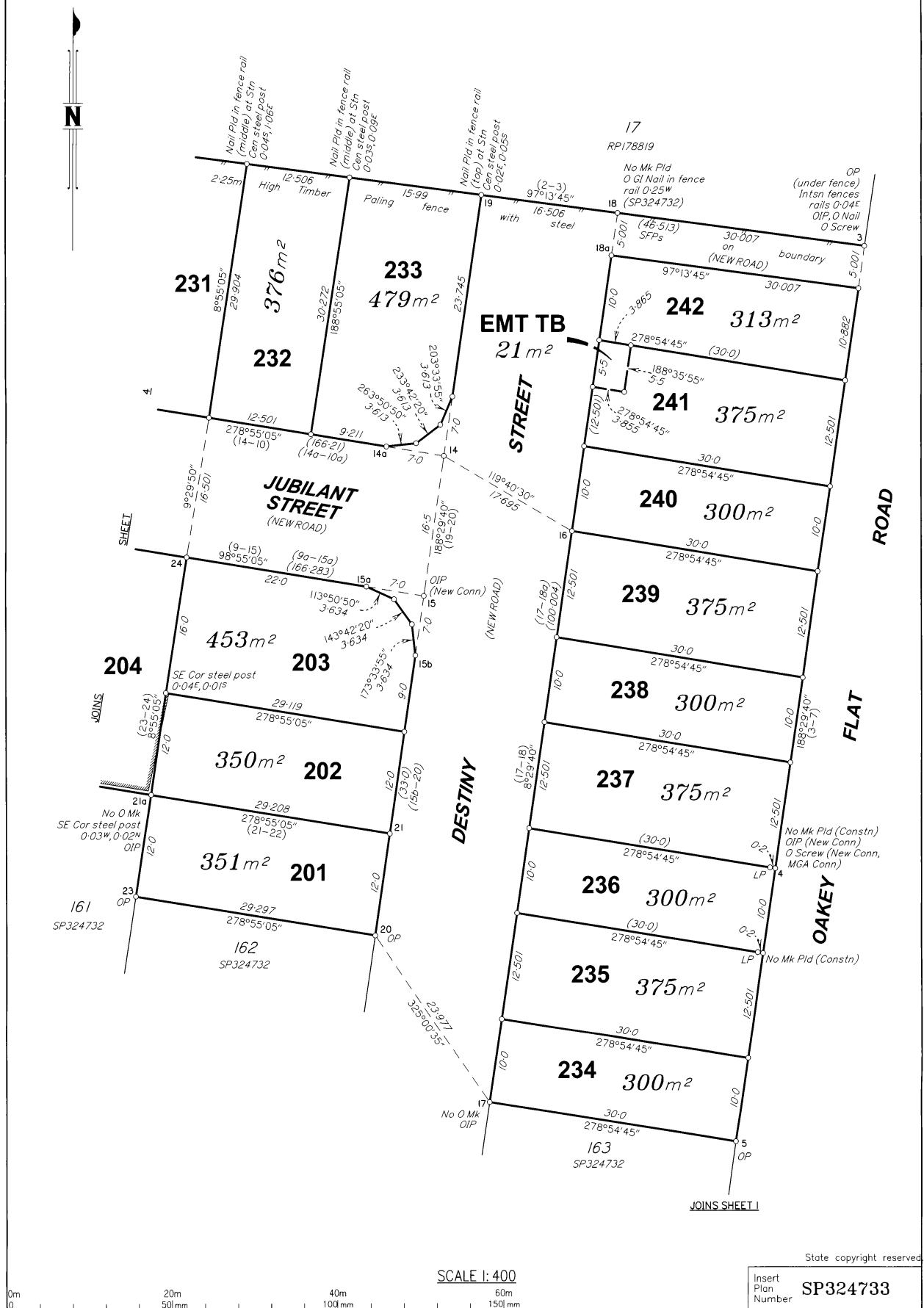
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	
1	OIP	11/RP193232	8°45'05"	0.977	MGA Conn
1	OIP	16/SP324732	137°39'	1.004	
2	I Pin		121°06'25"	0.903	
3	OIP	8/1S272849	33°09'	2.351	New Conn
3	O Nail in Conc	1/SP324732	97°10'	5.386	
3	O Screw in Conc	8/1S272849	148°50'	9.694	
4	OIP	4/RP79449	358°32'45"	3.443	New Conn, MGA Conn
4	O Screw in M/H	9/1S272849	32°41'30"	7.509	
6	OIP	3/SP324732	9°15'	6.094	
7	OIP	7/RP196576	44°13'25"	0.906	New Conn
7	OIP	10/1S272849	104°01'	3.169	
7	O Screw in Conc	4/SP324732	90°09'30"	6.808	
8	OIP	26/SP324732	299°27'	1.035	New Conn
10	I Pin		259°51'20"	13.507	
11	I Pin		262°01'	0.759	
12	I Pin		127°43'	0.749	New Conn
13	I Pin		89°34'	0.913	
14	I Pin		286°46'	5.066	
15	I Pin		213°10'	3.466	New Conn
15	OIP	22/SP324732	189°21'30"	4.574	
16	I Pin		211°33'	0.943	
17	OIP	24/SP324732	277°50'	1.561	New Conn
21a	OIP	25/SP324732	209°30'25"	11.744	



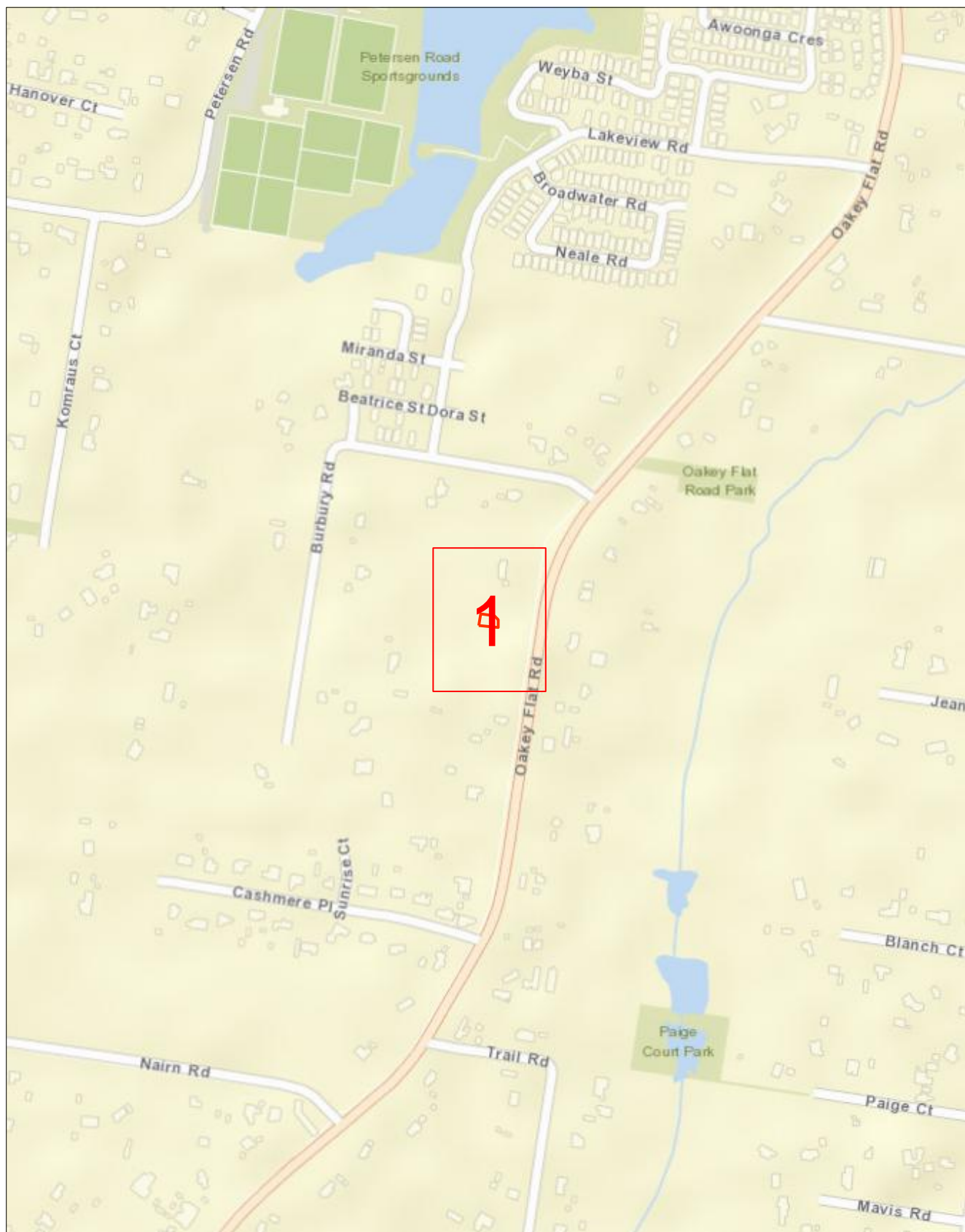






Site 15 Destiny St  
Address: Morayfield  
QLD 4506

Sequence 262435810  
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area



## Legend

Pipe	Pipe code and material	Object
Low pressure	C* (for example, C2) Cast iron	Valve
Medium pressure	CU Copper	Buried valve
High pressure	N2 Nylon	Regulator
Transmission pressure	P* Polyethylene (PE)	Gas supplied = yes
Critical main (behind pipe)	P3 Polyvinyl chloride (PVC)	CP rectifier terminal
Proposed (pressure by colour)	P6, P7, P9–P12 Medium density PE	CP test station
LPG (pressure by colour)	P2, P4, P8 High density PE	CP anode
Hydrogen blended (pressure by colour)	S* Steel	CP bond wire
Abandoned	W2 Wrought galv iron	Syphon
Idle/inactive	W3 PE coat wrought galv iron	Trace wire point
Sleeve		
Casing (behind pipe)		
Area	Abbreviation	
BYDA area of interest	BoK Back of kerb	FoK Front of kerb
	C Depth of cover	Galv Galvanized
	CP Cathodic protection	NTI Not tied in
Example		
<b>Pipe</b> <b>40P6 in 80C2</b> 40 mm high pressure medium density poly in an 80 mm cast iron casing <b>63S8</b> 63 mm medium pressure steel	<b>Pipe code</b> Pipe diameter in millimetres is shown before pipe code. 40P6 = 40 mm nominal diameter	This map was created in colour and should be printed in colour





BYDA

Sequence: 262435809  
Date: 10/10/2025

Scale: 1:500  
Tile No: **Tile No: 1**

**CAUTION - HIGH  
VOLTAGE**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

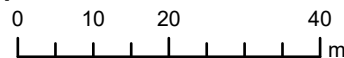




In an emergency contact City Of Moreton Bay on 1300 477 161

**10/10/25 (valid for 30 days)**

Plans generated by SmarterWX™ Automate



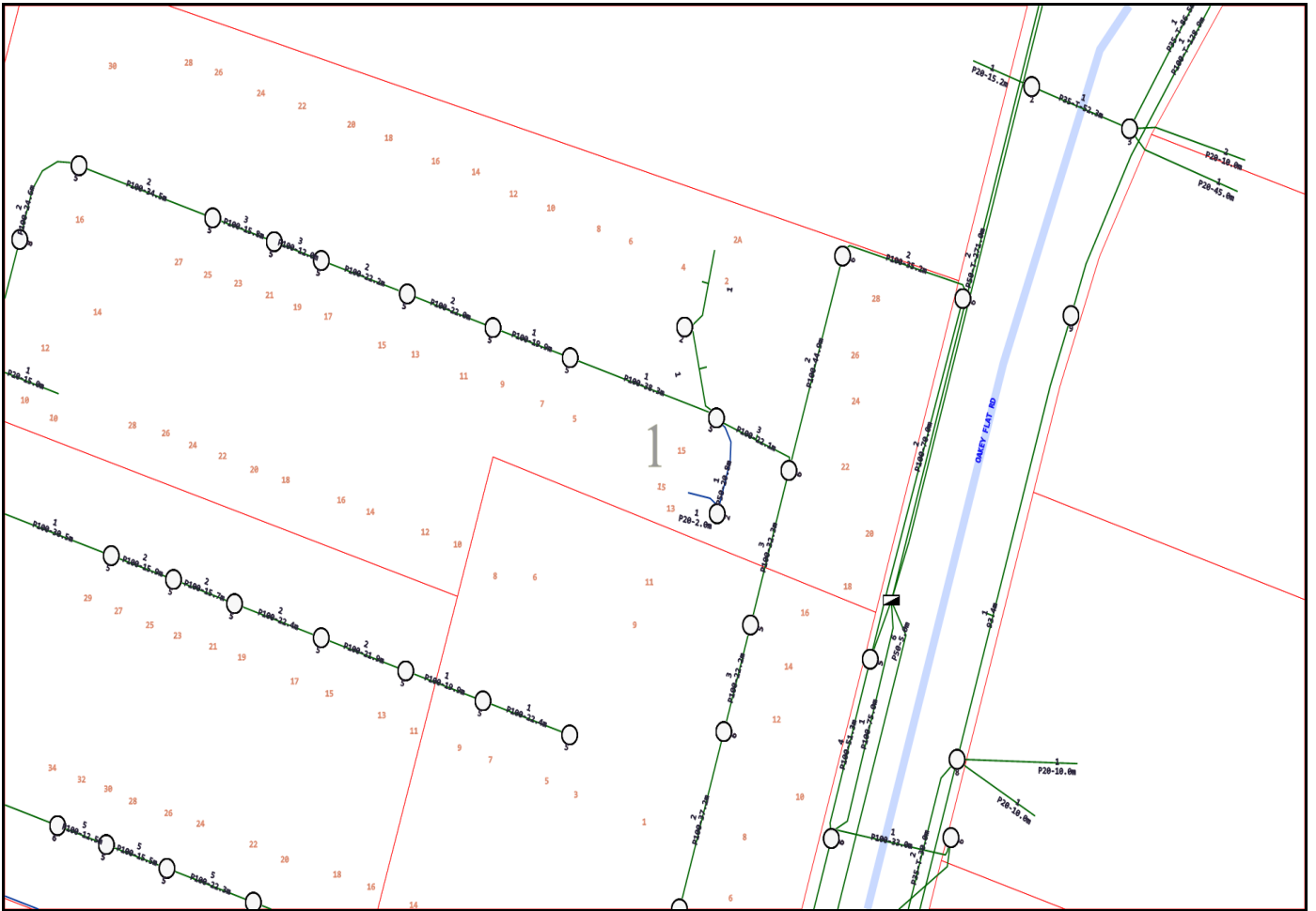
Scale 1:1,000



## LEGEND



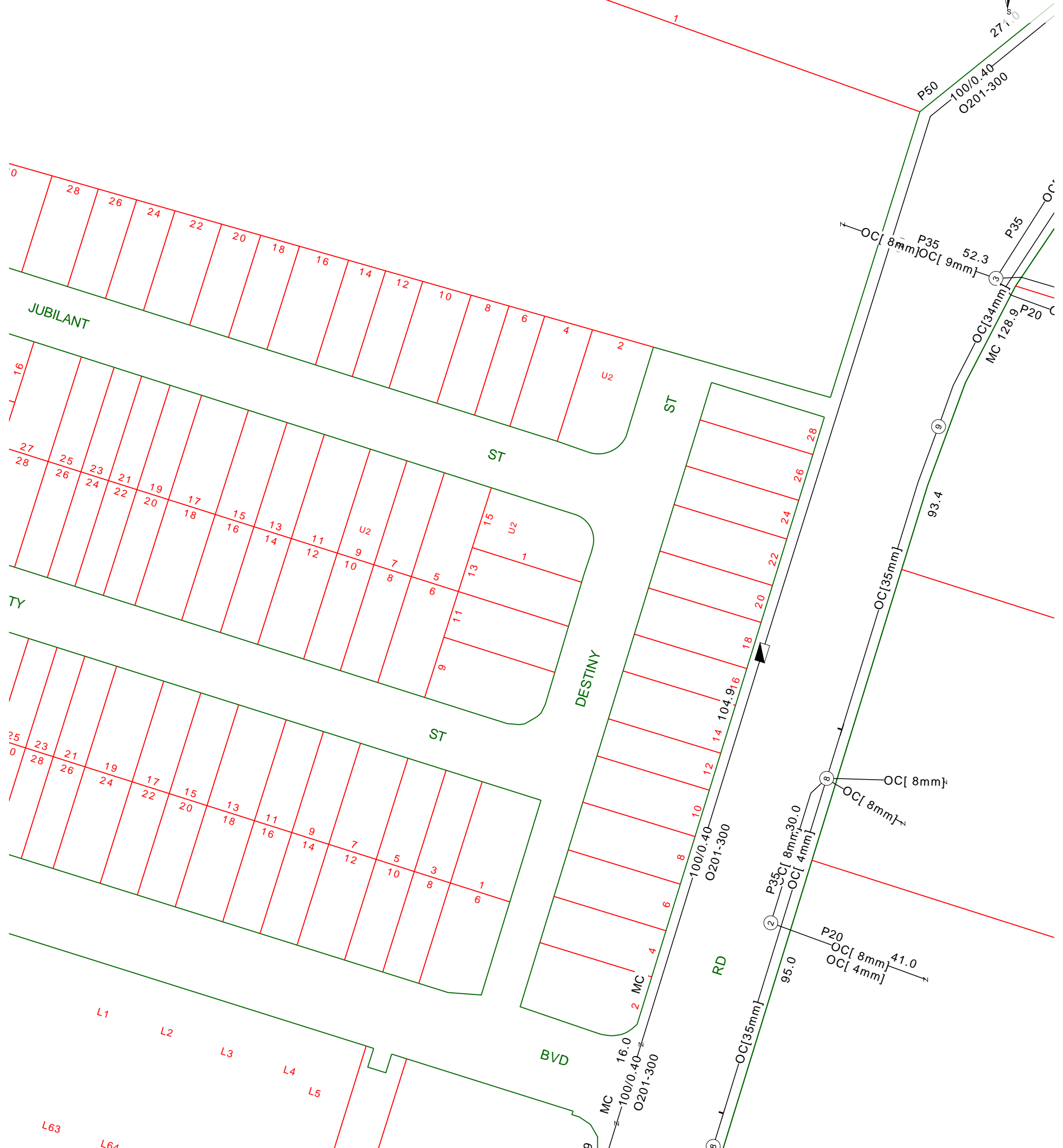
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	Meters 1:2000 1 cm equals 20 m



## Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

## Cable Plan



Report Damage: [https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-](https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra)  
Ph - 13 22 03  
Email - Telstra.Plans@team.telstra.com  
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 10/10/2025 18:05:42

Sequence Number: 262435811

**CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.**

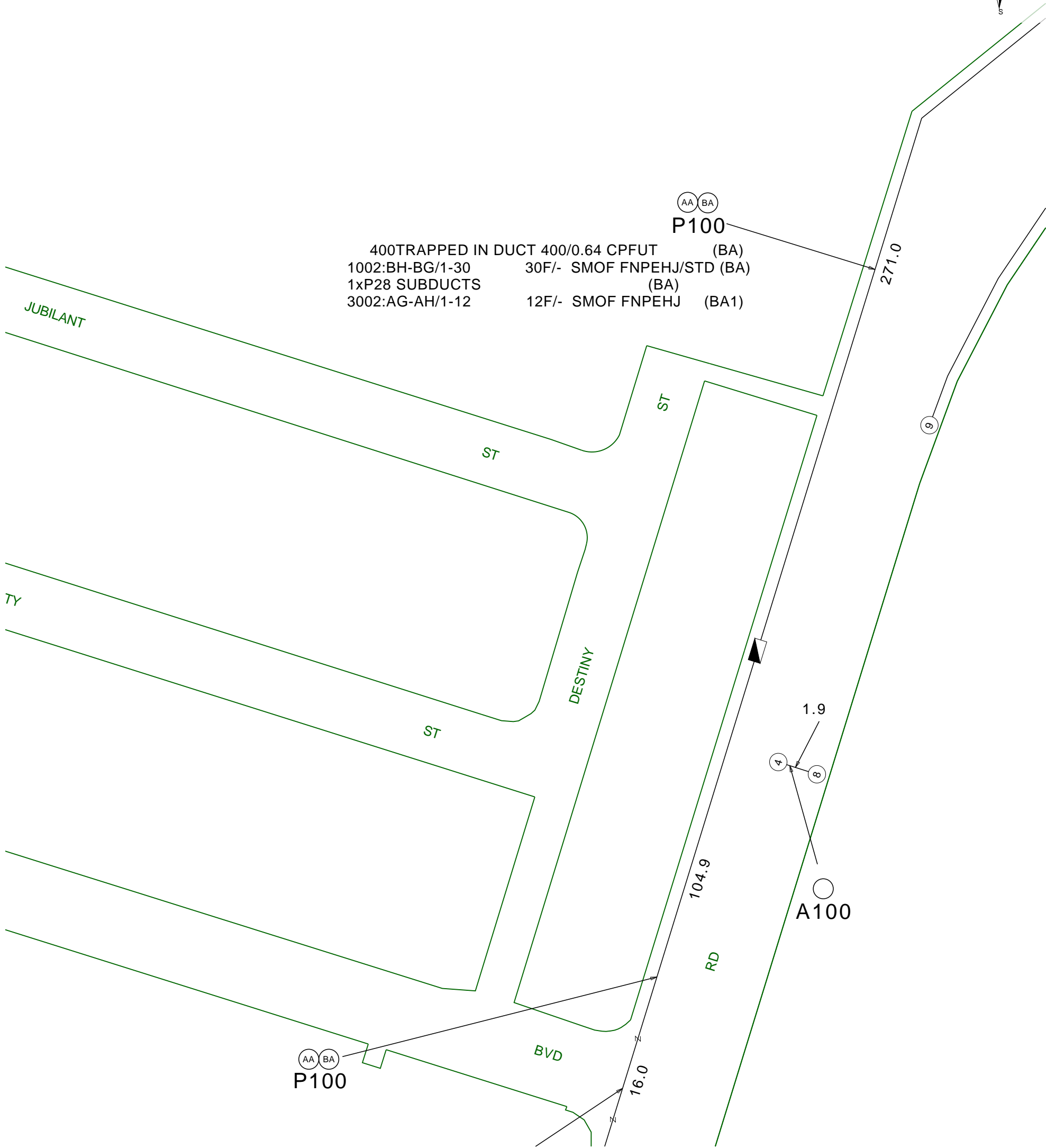
The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Mains Cable Plan



Report Damage:<https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra->  
Ph - 13 22 03  
Email - [Telstra.Plans@team.telstra.com](mailto:Telstra.Plans@team.telstra.com)  
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 262435811

**CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.**

TELSTRA LIMITED A.C.N. 086 174 781  
Generated On 10/10/2025 18:05:43

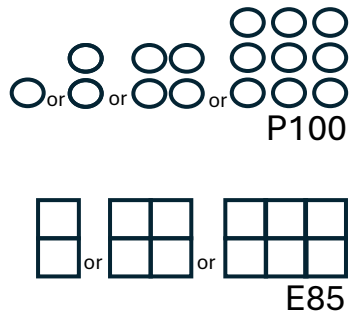
The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.  
See the Steps- Telstra Duty of Care that was provided in the email response.

LEGEND



	Leadin terminates at a Customer Address		Cable Joining Pit Number / Letter indicating Pit type/size
	Exchange Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network



Single to Multiple Round Conduit Configurations 1,2,4,9 respectively  
(attached text denotes conduit type and size)

Multiple Square Conduit configurations 2,4,6 respectively  
(attached text denotes conduit type and size)

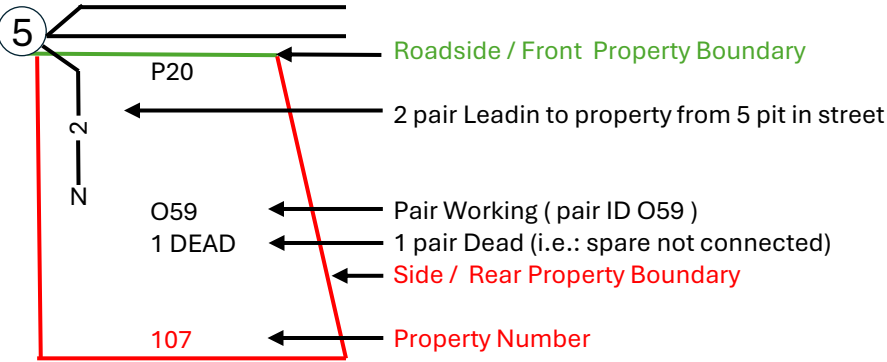
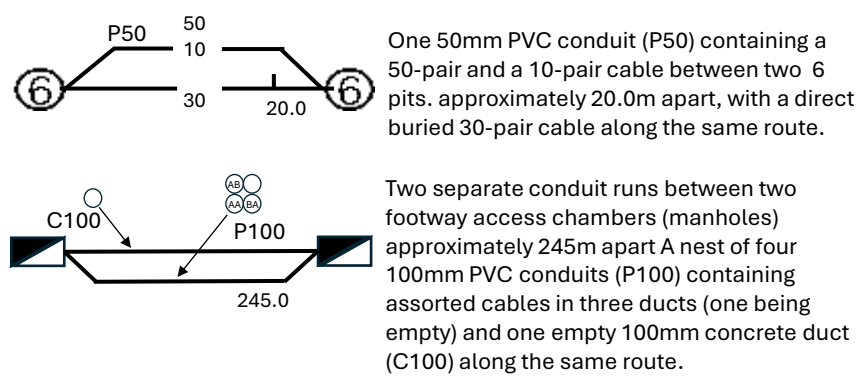
**Some examples of conduit type and size:**

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

<b>Plan</b>	<b>Prepare</b>	<b>Pothole</b>	<b>Protect</b>	<b>Proceed</b>
Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.	Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.	Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.	Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.	Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.



UNITYWATER BYDA MAP

Sequence Number: 262435808  
Job Number: 51396419  
Printed On: 10/10/2025

Emergency Situations  
Call Unitywater:  
1300 086 489

This information on this plan is valid  
for 30 days from "Printed On" date.

**Legend**

Extent of Unitywater Area

PS

Water Pump Station

M

Water Service

\*

Water Valve

Water Pipe (Abandoned)

●

Water Hydrant

F

Water Fitting

**Water Main**

Trunk Main

Reticulation Main

**Sewer**

Sewer Pump Station

⊙

Sewer Maintenance Hole

\*

Sewer Valve

F

Sewer Fitting

**Sewer Gravity Main**

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

**Sewer Pressure Main**

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

**Recycled Water**

PS

Recycled Water Pump Station

\*

Recycled Water Valve

●

Recycled Water Hydrant

F

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

Recycled Water Main

Map Tile: 1  
Scale: 1:1000  
(If printed at 100%  
on A3 size paper)

Before You Dig Australia  
PO Box 953  
Caboolture QLD 4510  
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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