



# Contract for Commercial Lots in a Community Titles Scheme

Seventh 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 Commercial Lots in a Community Titles Scheme in Queensland.

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

## REFERENCE SCHEDULE

Contract Date: \_\_\_\_\_

### AGENT

NAME:  
Catalyst Commercial Real Estate P/L TA Ray White Industrial (Milton)

LICENCE NO: 3307027 ABN/ACN: 98122735871

ADDRESS: Ground Floor, 65 Park Rd

SUBURB: MILTON STATE: QLD POSTCODE: 4064

PHONE: 07 3331 5444 MOBILE: 0488 109 768 FAX: 07 3368 1400 EMAIL: david.highman@raywhite.com

### PARTIES

#### SELLER

NAME:  
TINGALPA PARK PTY LTD A.C.N. 111 914 320

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

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_ ABN: \_\_\_\_\_

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

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

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_ ABN: \_\_\_\_\_

#### SELLER'S SOLICITOR

← or any other Solicitor notified to the Buyer

NAME:  
THOMSON GEER

REF: \_\_\_\_\_ CONTACT:  
PHILIP DOWLING

ADDRESS: LEVEL 28 WATERFRONT PLACE - 1 EAGLE ST

SUBURB: BRISBANE STATE: QLD POSTCODE: 4000

PHONE: 3338 7504 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: pdowling@tglaw.com.au

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

DS  
RG DS  
TGG

INITIAL  
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**BUYER**

NAME:

Edge TKD PTY LTD as trustee for Edge Custodian trust

ADDRESS:

SUBURB:

STATE: QLD

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

0414752313

dj\_green@bigpond.net.au

NAME:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

**BUYER'S SOLICITOR**

← or any other Solicitor notified to the Seller

NAME:

Spot On Conveyancing - Brisbane office

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE: QLD

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

(07) 3391 8605

**PROPERTY**

Lot Address: 224 NEW CLEVELAND ROAD

Suburb: TINGALPA

STATE: QLD

POSTCODE: 4173

Description: Lot: 8 on:  BUP  GTP  SP 318056

Scheme: Tingalpa Park Community Titles Scheme: 53836

Title Reference: 51227126

Local Government: BCC

Present Use: LIGHT INDUSTRIAL OFFICE/WAREHOUSE/STORAGE

Excluded Fixtures: NIL

Included Chattels: NIL

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DS  
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**PRICE**

Purchase Price: \$ 495,000 + GST

Deposit: \$ 49,500 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

\$ \_\_\_\_\_ Balance Deposit (if any) payable on:

Deposit Holder: Ray White Industrial (Milton) Trust Account

Deposit Holder's Trust Account BANK: Commonwealth Bank

BSB: 064-123

ACCOUNT NO: 101 835 52

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.

**FINANCE**

Finance Amount: \$ SUFFICIENT TO COMPLETE ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: AT BUYERS DISCRETION

Finance Date: 28 DAYS FROM CONTRACT DATE

**BUILDING AND/OR PEST INSPECTION DATE**

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

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

SEE ATTACHED TITLE SEARCH

← WARNING TO SELLER: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: SEE DISCLOSURE STATEMENT ATTACHED

Aggregate Interest Schedule Lot Entitlement: SEE DISCLOSURE STATEMENT ATTACHED

Contribution Schedule Lot Entitlement of Lot: SEE DISCLOSURE STATEMENT ATTACHED

Aggregate Contribution Schedule Lot Entitlement: SEE DISCLOSURE STATEMENT ATTACHED

**INSURANCE POLICIES**

Insurer: \_\_\_\_\_ Policy No: \_\_\_\_\_

Building: \_\_\_\_\_

Public Liability: \_\_\_\_\_

Other: REFER TO ATTACHED DISCLOSURE STATEMENT

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

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TDG

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**NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011**

The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Lot: (select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to the Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

**GST TABLE****GOODS AND SERVICES TAX - WARNING**

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

Notes to Completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST 1 is marked:
- items GST2 and GST3 must not be marked;
  - despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.
- C. If the Yes box in item GST2 is marked:
- item GST1 and GST3 must not be marked;
  - despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

**GST1 GOING CONCERN**

**WARNING:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

Is this a sale of a Going Concern? Yes

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.

Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.

If the Yes box is marked, do not complete items GST2 and GST3.

**GST2 MARGIN SCHEME**

Is the Margin Scheme to apply to the sale of the Property? Yes

If Yes, clause 11.6 (Margin Scheme) applies.

Otherwise clause 11.6 (Margin Scheme) does not apply.

The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.

If the Yes box is marked, do not complete items GST1 and GST3.

**GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE**

(Do not complete item GST3 if the item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.)

Does the Purchase Price include GST? **Mark 1 box only** Yes  If Yes, clause 11.4 (Purchase Price Includes GST) applies.  
No  If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

**GST WITHHOLDING OBLIGATIONS****Buyer Warranty**

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

(select whichever is applicable)

- Yes
- No

[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement.]

← **WARNING:** the Buyer warrants in clause 2.4 (6) that this information is true and correct.

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

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# Commercial Tenancy Agreement

Fourth Edition

This Tenancy Agreement is made between the Lessor and the Tenant. The Lessor leases to, and the Tenant accepts a lease of, the Premises for the rent payable by the Tenant, subject to the terms of this Agreement.

THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.

**DO NOT USE THIS DOCUMENT:**

- FOR RESIDENTIAL TENANCIES.
- FOR PREMISES COVERED BY THE *RETAIL SHOP LEASES ACT 1994* (Qld).
- WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS THREE (3) YEARS.
- WHERE REGISTRATION UNDER THE *LAND TITLE ACT 1994* (Qld) IS REQUESTED BY THE TENANT.
- WHERE A HIGH VALUE LEASE IS TO BE ENTERED INTO AS YOU MAY NOT OBTAIN THE PROTECTION OF A LEASE PREPARED BY A SOLICITOR.

**INSTRUCTIONS TO COMPLETE**

1. The parties should be advised to seek legal advice about the Tenancy Agreement. Reference should be made to Sections 24(3A) to (7) of the *Legal Profession Act 2007* (Qld) when preparing and completing this Agreement.
2. This Agreement provides for rent to be reviewed by either an index review or by fixed increases. It is not suitable for use where rent is to be reviewed to market except if the Agreement provides for an option (refer clause 15.1).
3. Only certain outgoings are recoverable in all circumstances (see the definitions of 'outgoings' in clause 1.2). Additional outgoings may be recovered by ticking the boxes at item 10(b).
4. Ensure that all items are completed in the Reference Schedule.

- Item 1:** Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.
- Item 2:** Full name/s of the Tenant. If the Tenant is a company, include its ABN. DO NOT use a business name.
- Item 4:** The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 4.
- Item 6:** Insert the period of the further Tenancy, e.g. "6 months" or "1 year" or "not applicable". The total term of the lease including any options is not to exceed three years. Plus insert the notice period to exercise the option.
- Item 8:** Insert the date/s on which the rent is to be reviewed and the method of the rent review or "not applicable".
- Item 9:** The Permitted Use should be stated clearly.
- Item 10(a):** Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".
- Item 10(b):** Tick any additional outgoings the Tenant is to pay.

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REFERENCE SCHEDULE

1. LESSOR:

NAME: Edge Estate Custodian Trust
ADDRESS:
SUBURB:
PHONE: MOBILE: FAX: EMAIL:
STATE: POSTCODE:
ABN:
ACN:

2. TENANT:

NAME: Edge TKD Brisbane
ADDRESS:
SUBURB:
PHONE: MOBILE: FAX: EMAIL:
STATE: POSTCODE:
ABN:
ACN:

3. GUARANTOR:

NAME:
ADDRESS:
SUBURB:
PHONE: MOBILE: FAX: EMAIL:
STATE: POSTCODE:
ABN:
ACN:

4. PREMISES:

← Annex a plan if available

Level or Tenancy No. 8
ADDRESS: 224 NEW CLEVELAND RD
SUBURB: TINGALPA
STATE: QLD POSTCODE:
Description: Lot: RP/SP:

5. TERM:

The Term of the Agreement is: 5 Months [checked] Years
Commencing on: 24/11/2020 and ending on: 23/11/2025
DATE (dd/mm/yyyy): DATE (dd/mm/yyyy):

6. OPTION OF RENEWAL (IF ANY):

Note: The term of the lease (including options) should not exceed three (3) years.

Period of further term:
Final date for exercise of option:
DATE (dd/mm/yyyy):

7. RENT:

\$ 2500 per: [checked] month [ ] year ← Select applicable box

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**8. RENT REVIEW:**

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review.

Review Date	Type of Review
	<input type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: _____ %
	<input type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: _____ %

**9. PERMITTED USE:**

**10. OUTGOINGS:**

Refer to clause 1.2(9)

**10(a) Percentage of Outgoings:**

100% OF OUTGOINGS PAYABLE BY TENANT

**10(b) Additional Outgoings including the costs of (tick if applicable):**

- Managing and operating the Building
- Repair and maintenance of the Building
- Gardening and Landscaping
- Provision and servicing of Air-conditioning to the Building
- Cleaning the Building
- Pest Control
- Security services
- Provision and servicing of Fire Detection and extinguishing equipment
- Provision and servicing of lifts and escalators
- Common Area Electricity
- Trade waste
- Other (insert details):

**11. DEPOSIT:**

\$ \_\_\_\_\_

**12. LESSOR'S AGENT:**

NAME: Catalyst Commercial Real Estate P/L TA Ray White Industrial (Milton)

ADDRESS: Ground Floor, 65 Park Rd

SUBURB: MILTON STATE: QLD POSTCODE: 4064

PHONE: 07 3331 5444 MOBILE: 0488 109 768 FAX: 07 3368 1400 EMAIL: david.highman@raywhite.com

ABN: 98122735871 ACN: LICENCE NUMBER: 3307027

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**SPECIAL CONDITIONS**

The parties should seek legal advice about any special conditions required. Please note sections 24(3A) to (7) of the *Legal Profession Act 2007* (Qld) when preparing and completing this Agreement.

Empty rectangular box for special conditions.



**AGREEMENT MADE**

DATE: \_\_\_\_\_ EXECUTED as an Agreement.  
(dd/mm/yyyy): \_\_\_\_\_

**EXECUTION BY LESSOR**

**LESSOR 1**

Executed by: GREEN FAMILY SUPER FUND  
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary Rebecca Greeny  
Name of Director/Secretary (BLOCK LETTERS)

Director [Signature]  
Name of Director (BLOCK LETTERS)



OR (only complete this part if signing as attorney for the Lessor)

SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

the duly constituted attorney of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_ registered no \_\_\_\_\_ in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

OR  
SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

AS LESSOR in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

**LESSOR 2**

Executed by: \_\_\_\_\_  
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary \_\_\_\_\_  
Name of Director/Secretary (BLOCK LETTERS)

Director \_\_\_\_\_  
Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

the duly constituted attorney of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_ registered no \_\_\_\_\_ in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

OR  
SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

AS LESSOR in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

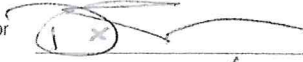

ADDRESS OF WITNESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

**EXECUTION BY TENANT**

**TENANT 1**

Executed by: Darren Green - EDGE TLD BRISBANE  
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary \_\_\_\_\_  
Name of Director/Secretary (BLOCK LETTERS)

Director  \_\_\_\_\_  
Name of Director (BLOCK LETTERS)  


**OR** (only complete this part if signing as attorney for the Tenant)

SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

the duly constituted attorney of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_ registered no \_\_\_\_\_ in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

**OR**

SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

AS TENANT in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

**TENANT 2**

Executed by: \_\_\_\_\_  
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary \_\_\_\_\_  
Name of Director/Secretary (BLOCK LETTERS)

Director \_\_\_\_\_  
Name of Director (BLOCK LETTERS)

**OR** (only complete this part if signing as attorney for the Tenant)

SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

the duly constituted attorney of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_ registered no \_\_\_\_\_ in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

**OR**

SIGNED by \_\_\_\_\_  
Signature of Witness \_\_\_\_\_

AS TENANT in the presence of: \_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

**EXECUTION BY THE GUARANTOR**

SIGNED by

\_\_\_\_\_

\_\_\_\_\_  
Name of Guarantor (BLOCK LETTERS)

AS GUARANTOR in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: \_\_\_\_\_

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

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

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

SIGNED by

\_\_\_\_\_

\_\_\_\_\_  
Name of Guarantor (BLOCK LETTERS)

AS GUARANTOR in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: \_\_\_\_\_

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

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

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

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