



## **Deed of Rescission and Indemnity**

between

**Gilston Estate Pty Ltd ACN 107 037 481**

and

**J Rohozinski Superannuation Fund Pty Ltd ACN 109 858 899 as trustee for J Rohozinski Superannuation Fund**

and

**J & T Rohozinski Pty Ltd ACN 167 862 731 as trustee for J & T Rohozinski Family Trust**

Ref: BNS/OW/151056

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Caloundra Q 4551  
a PO Box 370  
p 07 5499 7744  
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w [www.hintonsargent.com.au](http://www.hintonsargent.com.au)

**Deed of Rescission and Indemnity between:**

**Gilston Estate Pty Ltd ACN 107 037 481 of C/- Provincial Homes Pty Ltd, 35/10 Gladstone Road, Castle Hill, NSW 2154 ('Seller') and**

**J & T Rohozinski Pty Ltd ACN 167 862 731 as trustee for J & T Rohozinski Family Trust of PO Box 808, OXENFORD QLD 4210 and**

**J Rohozinski Superannuation Fund Pty Ltd ACN 109 858 899 as trustee for J Rohozinski Superannuation Fund of PO Box 808, OXENFORD QLD 4210 ('Original Buyer')**

**J Rohozinski Superannuation Fund Pty Ltd ACN 109 858 899 as trustee for J Rohozinski Superannuation Fund of PO Box 808, OXENFORD QLD 4210 ('New Buyer')**

**1. Interpretation**

*Original Contract* means the Contract dated 2 November 2015 entered into by the Original Buyer and the Seller in respect of the Property.

*Property* means the property located at 20-26 Doolong South Road, Wondunna in the State of Queensland, which property is more fully described as Lot 102 on SP 243008 County of March, Parish of Urangan.

*Replacement Contract* means a Contract in respect of the property to be entered into by the New Buyer and the Seller on terms satisfactory to the Seller and the New Buyer.

**2. Original Contract Rescinded**

- 2.1 The Seller and the Original Buyer agree that they be mutually discharged from all rights and obligations under the Original Contract and that the Original Contract is hereby rescinded.
- 2.2 The Seller and the New Buyer agree to enter into the Replacement Contract, which contract is to be executed contemporaneously with this Deed.
- 2.3 The New Buyer has prior to entry into the Replacement Contract waived its rights to the cooling off period provided for in the ~~Property Agents and Motor Dealers Act 2000~~.

**3. No Resale Agreement**

- 3.1 The Original Buyer has not received directly or indirectly a financial benefit as a result of the matters contained in clause 2 of this Deed or at all.
- 3.2 The Original Buyer declares there is no resale agreement as defined in Section 115 of the *Duties act 2001*.

**4. Indemnity**

- 4.1 The Original Buyer agrees to indemnify and keep indemnified the Seller in respect of all losses, damages or costs incurred or suffered by the Seller as a result of the New Buyer's breach or repudiation of the Replacement Contract or of any obligations under the Replacement Contract plus stamp duty on this document and the Original Contract.

5. **Governing Law**

5.1 This Agreement is governed by the law in force in Queensland and the parties irrevocably consent and unconditionally submit to the non-exclusive jurisdiction of the courts of that State.

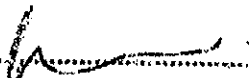
Executed as a Deed on 28 January 2010

EXECUTED by Gilton Estate Pty Ltd ACN 107 037 481  
in accordance with Section 127 of the Corporations Act  
2001:

Signature:  Signature: 

Name: E.A.M. PATON Name: DARRYL MITCHELL  
PLEASE PRINT PLEASE PRINT  
Director Director/Secretary \*  
\* Delete as appropriate

EXECUTED by J Rohozinski Superannuation Fund Pty Ltd  
ACN 109 858 899 as trustee for  
J Rohozinski Superannuation Fund in accordance  
with Section 127 of the Corporations Act  
2001:

Signature:  Signature: .....

Name: J.L. ROHOZINSKI Name: .....  
PLEASE PRINT PLEASE PRINT  
Director Director/Secretary \*  
\* Delete as appropriate

EXECUTED by J & T Rohozinski Pty Ltd ACN 167 862 731  
as trustee for J & T Rohozinski Family Trust in accordance  
with Section 127 of the Corporations Act  
2001:

Signature:  Signature: 

Name: J.L. ROHOZINSKI Name: T. ROHOZINSKI  
PLEASE PRINT PLEASE PRINT  
Director Director/Secretary \*  
\* Delete as appropriate