

The Real Estate Institute  
of Queensland

Member Office

# COMMERCIAL TENANCY AGREEMENT

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## PARTIES

Landlord: ~~TOM CYRIAC JOSEPH~~ JOSEPH FAMILY SUPER FUND

Tenant: T.C. JOSEPH PTY LTD

Date:

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

## INSTRUCTIONS TO COMPLETE

### Commercial Tenancy Agreement

#### DO NOT USE THIS DOCUMENT

- \* FOR RESIDENTIAL TENANCIES.
- \* FOR PREMISES COVERED BY THE *RETAIL SHOP LEASES ACT*.
- \* WHERE THE INITIAL TERM EXCEEDS 3 YEARS.
- \* WHERE REGISTRATION UNDER THE *LAND TITLE ACT* IS REQUIRED.

- If including an option to renew, the Tenant should be advised to seek legal advice about having the tenancy registered to protect its rights under the option.
- Where the initial term plus options exceeds 10 years and the premises form part of the Landlord's title, the tenancy may require approval as a subdivision and legal advice should be sought.
- Unless amended, this agreement provides for rent to be reviewed based on increases in the Consumer Price Index. It is not suitable for use where rent is to be reviewed to market or otherwise.
- The only outgoings recoverable in this agreement are local government rates, fire services levies, insurance, cleaning and garden maintenance. Unless amended, this agreement is not suitable for use where additional outgoings are to be paid by the Tenant.
- The Agreement **must be** submitted to the Office of State Revenue for stamping within **30 days of signing**.
- **Reference Schedule**  
Ensure that all items are completed.
  - Item 1:** Full name/s of the owner/s of the property and their address. If the Landlord is a company, include ACN. *DO NOT use a business name.*
  - Item 2:** Full name/s of the tenant. If the Tenant is a company, include its ACN. *DO NOT use a business name.*
  - Item 3:** 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 3.
  - Item 5:** Insert the period of the further tenancy, e.g. "6 months" or "1 year" or "not applicable".
  - Item 7:** Insert the date on which the rent is to be adjusted by the CPI or "Not applicable".
  - Item 8:** The permitted Use should be stated clearly and concisely.
  - Item 9:** Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

AGREEMENT made (date) 23<sup>RD</sup> APRIL 2003

**PARTIES** The person named in Item 1 of the Reference Schedule ("Landlord")  
**AND** The person named in Item 2 of the Reference Schedule ("Tenant")

**REFERENCE SCHEDULE**

Item 1 Landlord

~~TOM CYRIAC JOSEPH~~ JOSEPH FAMILY SUKRA FUND.

Address

~~PO Box 2689~~ 20 MANOOKIA AVENUE. PO. BOX 490  
~~Southport Qld 4215~~ HITCHCOCK Q 4212 BILGERA WATERS  
QLD 4216  
Phone: 55324036 Fax:  
ABN No: 83 417 163 935 EMail Address:

Item 2 Tenant

T. C. JOSEPH PTY LTD

Address

3/465 Oxley Drive  
Runaway Bay Qld 4216

Phone:  
ABN No:

55 005966  
92 060 758 769

Fax: 55 005944 N/A  
EMail Address: jodental@iprimus.com.au

Item 3 Premises

3/465 OXLEY DRIVE, RUNAWAY BAY QLD 4216  
Lot 5 on SP 148318

(annex a plan if available)

Item 4 Term

(1) periodic monthly tenancy; or  
(2) 3 years commencing on 1st April 2003  
and ending on 31st March 2006

Item 5 Option for Further Term

3 x 3 years extended for another 3x3x3 on 1<sup>st</sup> June 2012  
extended for another 3x3x3 on 1<sup>st</sup> June 2021

Item 6 Rent

\$ \$35000 + GST per year

Item 7 Annual Rent Review Dates

5% or CPI increase. 01/04/2004, 01/04/2005, 01/04/2006

Item 8 Permitted Use

Medical Centre

currently on rent review every 2 Yrs.  
next market review 1/6/23

Item 9 Percentage of Outgoings 100%

Item 10 Deposit \$

Item 11 Landlord's Agent

Address

Phone:  
ABN No:

Fax:  
EMail Address:

## SPECIAL CONDITIONS

1. Tenant is to receive 2 months rent free from commencement of lease for fitout. Rental payments begin from 1st June 2003.
2. 1<sup>st</sup> June 2011, No increase in Rental as the business conditions have become tough. Rent maintained the same as 2010.
3. Rent held steady for 1<sup>st</sup> June 2012, the same as 2010.
4. No increase 1<sup>st</sup> June 2013.
5. Maintain Rent as prior year. 1/6/14.
6. Maintain Rent @ 58753<sup>19</sup> inc GST 1/6/15.
7. Rental increase 1/6/16 of 1746<sup>41</sup> inc GST.  
now the total rental 60,500  
(as per market review)
8. Rental increase 1/1/19 by 16500 inc GST.  
now the total rental 77000 inc GST.  
(as per market review)
9. Rental increase 1/2/22 by 11000 inc GST  
now the total rental 88000 inc GST.  
(as per market review)

EXECUTED as an agreement.

**EXECUTION BY LANDLORD**

THE COMMON SEAL of .....  
**AS LANDLORD**

was affixed in accordance with its articles  
of association in the presence of:

.....  
Director/Secretary Director

.....  
Name of Director/Secretary (BLOCK LETTERS) Name of Director (BLOCK LETTERS)

OR

SIGNED by .....  
AS LANDLORD  
in the presence of:

x *J.P. Corby*  
Signature of Witness

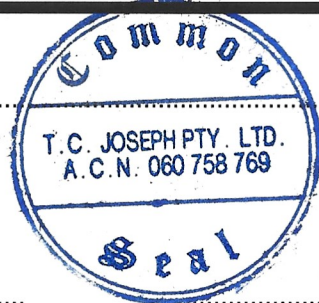
*5/107 TURPIN RD LABRADOR,*  
Address of Witness

*JOHN PETER CORBY*  
*Tom CYRIAC JOSEPH*  
Name of Witness (BLOCK LETTERS)

**EXECUTION BY TENANT**

THE COMMON SEAL of .....  
**AS TENANT**

was affixed in accordance with its articles  
of association in the presence of:



*[Signature]*  
Director/Secretary

*Sarah Joseph*  
Director

*T.C. JOSEPH*  
Name of Director/Secretary (BLOCK LETTERS)

*SARAH JUDITH JOSEPH*  
Name of Director (BLOCK LETTERS)

OR

SIGNED by .....  
AS TENANT  
in the presence of:

x .....  
Signature of Witness

.....  
Address of Witness

.....  
Name of Witness (BLOCK LETTERS)