

**Our Ref:** LMW:Vicki Lee Long:180812

28 September 2018

Qldcom Pty Ltd  
c/- Coogans Pty Ltd  
Suite 4, 924 Gympie Road  
CHERMSIDE QLD 4032

By Email: [bruce.baumann@qldcom.com.au](mailto:bruce.baumann@qldcom.com.au)

**Qld Pty Ltd ATF Queensland Communications Pty Ltd Superannuation Pension Fund  
purchase from Urban Development Corporation  
8/109 Holt Street, Eagle Farm Qld 4009**

We refer to the above matter and confirm that settlement of your purchase of the Property was effected on 7 September 2018.

#### **Documentation**

We now **enclose** the following documents for your records:

1. Settlement Statement;
2. stamped Contract of Sale;
3. Disclosure Statement;
4. our Tax Invoice (which has been paid); and
5. our Trust Account Statement.

#### **Transfer of Ownership**

At settlement, we collected the documents necessary to transfer the Property to you and then lodged same at the Titles Registry. We **enclose** the Registration Confirmation Statement noting that the Property is now registered in the name of Qldcom Pty Ltd ACN 009 881 832 trustee under instrument 719004013.

#### **Council Rates and Water Charges**

We have notified ("Council") of the change of ownership of the Property.

Rates charges have been paid to 30 September 2018. You are liable to pay all future rates charges issued by Council.

After the Settlement Date, you will receive a notice from Council regarding the water usage that covers a period before you owned the Property. It is your responsibility to pay this amount as you received the benefit of the adjustment at Settlement.

### Insurance

Most buyers only arrange for an insurance cover note to be issued before settlement. If you have not already done so, you should now take steps to ensure that all of the appropriate insurance policies are in place.

### Other Matters

Now that your purchase has been completed, it is vital that you consider the legal and financial consequences of your purchase. We recommend that you:

1. Contact your account to discuss the taxation implications, especially where the property will be used as an investment or for income producing activities;
2. Ensure that you comply with any legislative requirements - for example, the obligation to submit further documentation for reassessment if a concession was previously obtained under the *Duties Act 2001*;
3. Consider updating your Will to ensure that the Property is dealt with in the event of your death; and
4. Review, and where appropriate amend, all other existing relevant documentation such as your enduring power of attorney.

If you do wish to update your Will and powers of attorney, please contact our Estate Planning team on 07 4030 0600.

We also recommend that you retain a copy of this letter and all of its enclosures for your future reference.

### Thank you for choosing MacDonnells Law for your conveyancing needs

We take this opportunity to thank you for your instructions. Please do not hesitate to contact us if we can provide assistance to you in respect of any other matter.

Yours faithfully  
**MacDonnells Law**



**Writer:** Vicki Lee Long | Conveyancing Paralegal  
**Direct:** +61 7 4030 0602  
**Email:** vleelong@macdonnells.com.au  
**Practice Leader:** Laurie Warnick

# SETTLEMENT STATEMENT

**MATTER:** QLDCOM Pty Ltd purchase from Urban Developments Corporation Pty Ltd  
**PROPERTY:** 8/109 Holt Street, Eagle Farm Qld 4009  
**SETTLEMENT DATE:** 07 September 2018  
**ADJUSTMENT DATE:** 07 September 2018  
**SETTLEMENT PLACE:** Gadens, Level 11, 111 Eagle Street, Brisbane  
**SETTLEMENT TIME:** 2:30pm

	Amount (\$)
CONTRACT PRICE	260,000.00
LESS DEPOSIT	26,000.00
	234,000.00
<b>PLUS COUNCIL RATES</b> \$626.50 paid for the quarter 01 July 2018 to 30 September 2018 Proportion being 23/92 days	156.63
	234,156.63
<b>PLUS BUILDING INSURANCE - PERIOD 31/10/17 TO 6/12/18</b> \$8,279.60 x 90 days / 402 days = \$1,853.64 x 336 / 9981	62.40
	234,219.03
<b>PLUS WATER &amp; SEWERAGE ACCESS</b> \$192.24 x 23 days / 92 days	48.06
	234,267.09
<b>PLUS BODY CORPORATE ADMIN FUND - PERIOD 1/08/18 TO 30/11/18</b> \$512.71 x 84 days / 122 days	353.01
	234,620.10
<b>PLUS BODY CORPORATE SINKING FUND - PERIOD 1/08/18 TO 30/11/18</b> \$183.85 x 84 days / 122 days	126.59
	234,746.69
<b>PLUS BODY CORPORATE INSURANCE</b> \$141.39 x 84 days / 122 days	97.35
	234,844.04
<b>PLUS GST</b>	26,084.40
<b>CONTRACT BALANCE</b>	<b>\$260,928.44</b>

## Funds Required for Settlement

	Amount (\$)
Contract Balance	260,928.44
Plus MacDonnells Law	3,166.60
Plus Transfer Duty	8,435.00
Plus Registration Fees	572.00
<b>BALANCE ON SETTLEMENT</b>	<b>\$273,102.04</b>

Payee	Amount (\$)
1. Queensland Urban Utilities	566.70

# SETTLEMENT STATEMENT

**MATTER:** QLDCOM Pty Ltd purchase from Urban Developments Corporation Pty Ltd  
**PROPERTY:** 8/109 Holt Street, Eagle Farm Qld 4009  
**SETTLEMENT DATE:** 07 September 2018

Payee	Amount (\$)
2. Urban Development Corporation Pty Ltd	260,361.74
<b>TOTAL</b>	<b><u>\$260,928.44</u></b>

## Our Requirements at Settlement

1. Keys (no agent)
2. GST Tax Invoice
3. Stamped Form 1 Transfer & Form 24 Property Information
4. Trust Account cheque for \$1,000.00 made payable to Urban Development Corporation Pty Ltd - initial deposit monies

Contract No: 1050415 Duties Act 2001

Transaction No: 516-410-644

and \$ 8,435.00

☐ Exempt

at \$

Date: 6/9/18

Signed:



Queensland  
Law Society



## Contract for Commercial Lots in a Community Titles Scheme

Fifth 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:

17 AUGUST 2018

#### AGENT

NAME:			
ABN:	LICENCE NO:		
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:

#### PARTIES

##### SELLER

NAME:	URBAN DEVELOPMENT CORPORATION PTY LTD A.C.N. 141 868 082		ABN:	
ADDRESS:	3 Hudd Street			
SUBURB:	Bowen Hills	STATE:	QLD	POSTCODE: 4006
PHONE:	MOBILE:	FAX:	EMAIL:	
(07) 3011 9000		(07) 3011 9090	info@proposol.com.au	

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

##### SELLER'S SOLICITOR

or any other solicitor notified to the Buyer

NAME:	George Morrison, In-House Lawyer			
REF:	CONTACT:			
ADDRESS:	3 Hudd Street			
SUBURB:	Bowen Hills	STATE:	QLD	POSTCODE: 4006
PHONE:	MOBILE:	FAX:	EMAIL:	
(07) 3011 9003			george@proposol.com.au	

INITIALS

1108 1613 BL mm

**BUYER**

NAME:	QLDCOM PTY LTD ACN 009 881 832 AS TRUSTEE FOR QUEENSLAND COMMUNICATIONS PTY LTD SUPERANNUATION PENSION FUND			ABN:	
ADDRESS:	C/- COOGANS PTY LTD, SUITE 4, 924 GYMPIE ROAD				
SUBURB:	CHERMSIDE	STATE:	QLD	POSTCODE:	4032
PHONE:	MOBILE:	FAX:	EMAIL: bruce.baumann@qldcom.com.au		

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

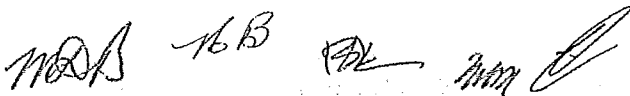
**BUYER'S SOLICITOR***or any other solicitor notified to the Seller*

NAME:	MACDONNELLS LAW				
REF:		CONTACT:	LAURIE WARNICK		
ADDRESS:	GPO BOX 79				
SUBURB:	BRISBANE	STATE:	QLD	POSTCODE:	4001
PHONE:	MOBILE:	FAX:	EMAIL: lwarnick@macdonnells.com.au		

**PROPERTY**

Lot:	ADDRESS:	8/109 HOLT STREET				
	SUBURB:	EAGLE FARM	STATE:	QLD	POSTCODE:	4009
Description:	LOT:	8	On:	<input type="checkbox"/> BUP <input type="checkbox"/> GTP <input checked="" type="checkbox"/> SP	292894	
	SCHEME:	THE WORKSTORES EAGLE FARM CTS		Community Titles Scheme:	50832	
TITLE REFERENCE:	51125749					
Local Government:	Brisbane City Council					
Present Use:	Commercial					
Excluded Fixtures:						
Included Chattels:						

INITIALS



# PRICE

Purchase Price:	\$ 260,000.00		
Deposit:	\$ 1,000.000	Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:	
	\$ 25,000.00	Balance Deposit (if any) payable on: 14 days from Contract Date	
Deposit Holder:			
Deposit Holder's Trust Account	BANK:	BSB:	ACCOUNT NO:

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:	\$	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:		Finance 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

--

**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:	336
Aggregate Interest Schedule Lot Entitlement:	9981
Contribution Schedule Lot Entitlement of Lot:	441
Aggregate Contribution Schedule Lot Entitlement:	9978

# INSURANCE POLICIES

Insurer:	CHU INSURANCE	Policy No: CS0004926
Building:	\$3,740,000.00	
Public liability:	\$20,000,000	
Other:		

INITIALS

MOR NB BK MAZ



## 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)

■ **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.

- ☒ 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.

## 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 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 GST1 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:
- items 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:

Is this a sale of a Going Concern?  
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.

Yes ☐

■ **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.

### GST2 Margin Scheme:

Is the Margin Scheme to apply to the sale of the Property?  
If Yes, clause 11.6 (Margin Scheme) applies.

Yes ☐

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:

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 if both boxes are marked, clause 11.4 (Purchase Price includes GST) applies.

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

INITIALS

*MOB* *KB* *BE* *MAN* *[Signature]*



## COMMERCIAL TENANCY SCHEDULE\*

\*Attach further Schedule if insufficient space.

### LEASE 1

Name of Tenant:

Use:

Location/Tenancy No:

Area of Tenancy (m<sup>2</sup> approx.):

Current Rent per Annum:

\$

☐ Inclusive of outgoings

☐ exclusive of outgoings

Current Commencement Date:

Current Term:

Remaining Options:

Option 1 Term \_\_\_\_\_ years

Option 2 Term \_\_\_\_\_ years

Option 3 Term \_\_\_\_\_ years

Tenant Car Park:

No.:

Rate

\$

☐ Per annum ☐ Per month

### LEASE 2

Name of Tenant:

Use:

Location/Tenancy No:

Area of Tenancy (m<sup>2</sup> approx.):

Current Rent per Annum:

\$

☐ Inclusive of outgoings

☐ exclusive of outgoings

Current Commencement Date:

Current Term:

Remaining Options:

Option 1 Term \_\_\_\_\_ years

Option 2 Term \_\_\_\_\_ years

Option 3 Term \_\_\_\_\_ years

Tenant Car Park:

No.:

Rate

\$

☐ Per annum ☐ Per month

## SERVICE AGREEMENT SCHEDULE\*

\*Attach further Schedule if insufficient space.

### CONTRACT 1

Contractor:

Service Performed:

Cost:

\$

☐ Per annum ☐ Per quarter ☐ Per month

### CONTRACT 2

Contractor:

Service Performed:

Cost:

\$

☐ Per annum ☐ Per quarter ☐ Per month

### CONTRACT 3

Contractor:

Service Performed:

Cost:

\$

☐ Per annum ☐ Per quarter ☐ Per month

INITIALS

*MDP* *NS* *MB* *MB* *MB*

**SELLER'S DISCLOSURE**

**WARNING:** The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters.

[Section 223(4) Body Corporate and Community Management Act 1997]

The Seller gives notice to the Buyer of the following matters:

**(a) LATENT OR PATENT DEFECTS IN COMMON PROPERTY OR BODY CORPORATE ASSETS**

nil

[Sections 223(2)(a) and 223(2)(b) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE**

nil

[Sections 223(2)(c) and 223(2)(d) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**(c) CIRCUMSTANCES IN RELATION TO AFFAIRS OF THE BODY CORPORATE**

nil

[Sections 223(3) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**(d) EXCEPTIONS TO STATEMENTS IN CLAUSE 7.4(2)**

nil

Annex details of disclosure made by the Seller (if any).

**(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)**

nil

Annex details of disclosure made by the Seller (if any).

INITIALS


MAK 16B BR MAK

**SPECIAL CONDITIONS**

**1.0 Building Insurance to be Adjusted at Settlement**

For the purposes of the adjustments to be made under clause 2.5 of this Contract, the Outgoings will be deemed to include amounts paid by the Seller (as original owner under the Scheme) on account of the insurances for the first year of operation of the Scheme, as required by Section 191 of the *Body Corporate and Community Management Act (Qld) 1997*.

~~2.0 See Annexure A attached~~

*MM*  


**SETTLEMENT**



Settlement Date: 21 days from Contract Date

■ or the next Business Day if that is not a Business Day in the Place for Settlement.

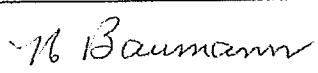
Place for Settlement: BRISBANE

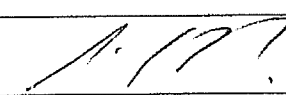
■ If Brisbane is inserted, this is a reference to Brisbane CBD.

**SIGNATURES**

BUYER:   


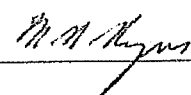
Witness:   

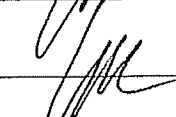

BUYER: 

WITNESS: 

SELLER: 

WITNESS: 

SELLER: 

WITNESS: 

DEPOSIT HOLDER: \_\_\_\_\_

■ Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.

INITIALS



# TERMS OF CONTRACT

## FOR COMMERCIAL LOTS IN A COMMUNITY TITLES SCHEME

### 1. DEFINITIONS

#### 1.1 In this contract:

- (1) terms in bold in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
- (a) "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;
- (b) "Balance Purchase Price" means the Purchase Price, less the Deposit, adjusted under clause 2.5;
- (c) "Bank" means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (d) "Body Corporate" means the body corporate of the Scheme;
- (e) "Body Corporate Debt" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (f) "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;
- (g) "Bond" includes any security for payment of rent or other monies or performance of any obligation pursuant to any Lease;
- (h) "Building" means any building that forms part of the Lot or in which the Lot is situated;
- (i) "Business Day" means a day other than:
- (i) a Saturday or Sunday;
  - (ii) a public 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 s14-200(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 s14-235;
- (k) "Commercial Tenancies" means the tenancies referred to in the Commercial Tenancies Schedule and any additional tenancies granted by the Seller with the Buyer's consent under clause 10.6(1)(a);
- (l) "Commercial Tenancy Documents" means all agreements, deeds of covenant and other documents relating to the Commercial Tenancies;
- (m) "Contract Date" or "Date of Contract" means the date inserted in the Reference Schedule;
- (n) "Contractor" means any party performing services under a Service Agreement;
- (o) "Court" includes any tribunal established under statute;
- (p) "Disclosure Statement" means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (q) "Encumbrances" includes:
- (i) unregistered encumbrances
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (r) "Essential Term" includes, in the case of breach by:
- (i) the Buyer: clauses 2.1, 2.4(1), 5.1 and 6.1; and
  - (ii) the Seller: clauses 5.1, 5.3(1)(a) – (d), 5.3(1)(e)(ii) & (iii), 5.7 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (s) "Exclusive Use Areas" means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (t) "Financial Institution" means a Bank, building society or credit union;
- (u) "GST" means the goods and services tax under the *GST Act*;
- (v) "GST Act" means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (w) "Improvements" means fixed structures in the Lot (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;
- (x) "ITAA" means the *Income Tax Assessment Act 1936* ("1936 Act") and the *Income Tax Assessment Act 1997* ("1997 Act"), or if a specific provision is referred to, the Act which contains the provision; however if a specific provision of the 1936 Act is referred to which has been replaced by a provision of the 1997 Act, the reference must be taken to be the replacement provision;
- (y) "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;
- (z) "Land" means the scheme land for the Scheme;
- (aa) "Outgoings" means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies);
  - (ii) land tax; and
  - (iii) Body Corporate Levies;
- (bb) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (cc) "Property" means:
- (i) the Lot;
  - (ii) the right to any Exclusive Use Areas;
  - (iii) the Improvements;
  - (iv) the Included Chattels;
- (dd) "Regulation Module" means the regulation module for the Scheme;
- (ee) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;
- (ff) "Reserved Items" means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (gg) "Scheme" means the community titles scheme containing the Lot;
- (hh) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;

INITIALS

*WDB ILB DE MKK*

- (ii) "Service Agreement" means any agreement between the Seller and another party in connection with services performed for the benefit of the Property and set out in the Service Agreement Schedule;
- (jj) "Service Agreement Documents" means the Service Agreements and all other documents relating to the Service Agreements;
- (kk) "Site Value" means
  - (i) In the case of non-rural land, site value under the *Land Valuation Act 2010* or
  - (ii) In the case of rural land, the unimproved value of the land under the *Land Valuation Act 2010*.
- (ll) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;
- (mm) "Tenant" means a tenant under the Commercial Tenancies;
- (nn) "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;
- (oo) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (pp) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

## 2. PURCHASE PRICE

### 2.1 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) 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

- (1) If:
  - (a) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (b) is lawful to do so;
 the Deposit Holder must:
  - (c) 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; and
  - (d) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).
- (2) If there is income from the investment of the Deposit in respect of any financial year to which no beneficiary is presently entitled for the purpose of Division 6 of Part 111 of ITAA as at 30 June of that financial year:

- (a) the parties must pay to the Deposit Holder the tax assessed to it in respect of that income (other than tax in the nature of a penalty for late lodgement ("Penalty") which the Deposit Holder must bear itself) and all expenses of the Deposit Holder in connection with the preparation and lodgement of the tax return, payment of the tax, and furnishing to the parties the information and copy documents they reasonably require;
- (b) if the tax (other than Penalty) and the Deposit Holder's expenses are not paid to the Deposit Holder on demand, it may deduct them from the Deposit and Income;
- (c) if tax is not assessed on the income when the Deposit and Income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its estimate of the assessment; and
- (d) as between the parties, the tax must be paid by the party receiving the income on which the tax is assessed and the Deposit Holder's expenses.

### 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) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

### 2.4 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.4:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.4(2)(b) on the Settlement Date.
- (3) If both of 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,

then:

- (c) for clause 2.4(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Deputy Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;

INITIALS

*[Handwritten signatures and initials]*

- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the Australian Taxation Office for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the Commissioner in accordance with s14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.4(3) and s14-215 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 prior to 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.

## 2.5 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.5(3), 2.5(4), 2.5(5), 2.5(6), 2.5(7), 2.5(15), and 2.5(18), 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 or the Body Corporate 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 assessment (excluding any discount).
- (3) 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 interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; 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.
- (4) Land tax must be adjusted:
  - (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Lot was the Seller's only land; or

- (b) based on the assumptions in clause 2.5(4)(a), if there is no separate Site Value for the Lot, on a notional Site Value equal to:

Site Value of the Land	x	Interest schedule lot entitlement of Lot
		Aggregate interest schedule lot entitlement

- (5) If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 2.5(2).
- (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 the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. 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 2.5(2).
- (8) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (9) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (10) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (11) 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 2.5(8), 2.5(9), 2.5(10) and 2.5(11).
- (12) Payments under clause 2.5(11) 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.
- (13) 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.

The Buyer is liable for any Special Contribution levied after the Contract Date.
- (14) If an amount payable by the Seller under clause 2.5(13) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (15) For the purposes of clause 2.5(13), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (16) The cost of Bank cheques payable at settlement:
  - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.

INITIALS

*mes* *MB* *MA*

- (17) 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.
- (18) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- 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
  - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.5.

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. FINANCE

- 3.1 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.
- 3.2 The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (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).
- 4.2 The Buyer must give notice to the Seller that:
- a satisfactory report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 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.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 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.

### 5. SETTLEMENT

#### 5.1 Time and Date

- Settlement must occur between 9am and 4pm AEST on the Settlement Date.

- If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the land registry office in or nearest to the Place for Settlement.

#### 5.2 Transfer Documents

- The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

#### 5.3 Documents and Keys at Settlement

- In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - any instrument of title for the Lot required to register the transfer to the Buyer; and
  - unstamped Transfer Documents capable of immediate registration after stamping; and
  - any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - if there are Commercial Tenancies or Service Agreements:
    - the Seller's copy of any Commercial Tenancy Documents or Service Agreement Documents;
    - a notice to each Tenant and Contractor advising of the sale and assignment of rights under this contract in the form required by law (if applicable); and
    - any notice required by law to transfer to the Buyer the Seller's interest in any Bond.
- If the Keys are not delivered at Settlement under clause 5.3 (1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

#### 5.4 Assignment of Covenants and Warranties

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

- covenants by the Tenant under the Commercial Tenancies;
- guarantees and Bonds supporting the Commercial Tenancies;
- the Seller's rights under the Service Agreements;
- manufacturer's warranties for the Included Chattels; and
- builders' warranties on the improvements,

to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

#### 5.5 Bonds

On settlement, the Seller will:

- allow as a deduction from the Balance Purchase Price any Bond received by the Seller from any Tenant and held by the Seller;
- transfer control to the Buyer over any trust account or fund held on trust for Tenants as Bond; and
- assign to the Buyer, Bank guarantees held in respect of any Tenant as a Bond. If any Bank guarantee is not assignable, the Seller will enforce the guarantee at the written direction and expense of the Buyer for the Buyer's benefit.

INITIALS

*MDS* *11B* *BR* *MMX*



## 5.6 Indemnity

The Buyer indemnifies the Seller in respect of claims by Tenants for the return of Bonds held or controlled by the Seller before settlement which are dealt with under clause 5.5. of this contract.

## 5.7 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

## 5.8 Reservations

- (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 5.8(2) or 5.8(3).

## 6. TIME

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

### 6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - (a) "Affected Party" means a party referred to in clause 6.2(1);
  - (b) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;

(c) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.4(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.7;

(d) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to the *Body Corporate and Community Management Act 1997* and the by-laws of the Body Corporate.

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and Interests registered on the common property for the Scheme.

### 7.3 Requisitions

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

### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract, at settlement:
  - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
  - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) 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
  - (d) the Additional Body Corporate Information is correct (if completed).
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) If:
  - (a) the Seller breaches a warranty in clause 7.4(3); or
  - (b) the Additional Body Corporate Information is not completed;and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given within 14 days after the Contract Date but may not claim damages or compensation.

INITIALS

*MON* *11B* *BE* *mm* *[Signature]*

- (6) Clauses 7.4(4) and 7.4(5) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (7) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
- (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:
- (i) terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (8) 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 there is:
- (a) an error in the boundaries or area of the Lot;
  - (b) an encroachment by structures onto or from the Lot; or
  - (c) a mistake or omission in describing the Lot or the Seller's title to it;
- which is:
- (d) immaterial; or
  - (e) 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.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

#### 7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
- (a) if issued before the Contract Date, by the Seller before the Settlement Date;
  - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.

- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under section 246AG of the *Building Act 1975* that affects the Property. The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 247 or 248 of the *Building Act 1975* or sections 588 or 590 of the *Sustainable Planning Act 2009* that affects the Property or Land.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

#### 7.7 Property Adversely Affected

- (1) If at the Contract Date:
- (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (f) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
  - (g) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,
- and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
- (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Lot; and
  - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

#### 7.8 Dividing Fences

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

### 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;
- (3) once to inspect the Property before settlement; and
- (4) once to value 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 Commercial Tenancies that may significantly alter them or result in later expense for the Buyer.

INITIALS

*MSD - 116* *EL* *MR* *CD*

- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work 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 to perform.

#### 8.4 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 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:
  - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a body corporate of a higher scheme.
- (3) In clause 8.4(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.

#### 8.5 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;
- (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.

#### 8.6 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.

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

- (1) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (2) After the Contract Date, the Seller must not without the prior written consent of the Buyer, give any notice, seek or consent to any order or make an agreement that affects the Property.

### 9. PARTIES' DEFAULT

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

Without limiting any other right or remedy of the parties including those under this contract, or any right at common law, 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.

#### 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 and the cost of any Work or Expenditure under clause 7.6(3).

#### 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 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.

INITIALS

*MSB* *MB* *BE* *MM*

- (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. COMMERCIAL TENANCIES

### 10.1 Seller's Statement

- (1) Within a reasonable time after written request by the Buyer, the Seller must give the Buyer:
  - (a) a statement of Outgoings which cannot be discovered by search; and
  - (b) a notice under section 262A(4AH) of ITAA (if applicable to the Property).
- (2) The Seller must update the statement if the Seller becomes aware that it has become inaccurate in a material respect.
- (3) The Seller warrants that the statement and notice will be accurate at the Settlement Date.

### 10.2 Commercial Tenancies and Service Agreements

The Seller states that details of all Commercial Tenancies and Service Agreements affecting the Property are disclosed in the Commercial Tenancy Schedule and Service Agreement Schedule respectively.

### 10.3 Commercial Tenancy Warranties

The Seller warrants that, except as disclosed in this contract, the following are correct at the Contract Date:

- (1) details of the Commercial Tenancies set out in the Commercial Tenancy Schedule;
- (2) each of the Commercial Tenancies is valid and subsisting;
- (3) no Tenant is in arrears with the payment of any Rent or other money payable under any Commercial Tenancy;
- (4) there is no subsisting breach of a provision of any Tenancy Document;
- (5) there is no notice or correspondence between the Seller and any Tenant relating to Rent review or the exercise of an option for renewal;
- (6) for each Commercial Tenancy, the relevant Commercial Tenancy Documents constitute the entire agreement between the Seller and each Tenant and there is no written, oral or other agreement between the Seller and any Tenant varying the terms of a Commercial Tenancy or granting any additional option for renewal of the term of any Commercial Tenancy;
- (7) no Tenant received any incentive or inducement to enter into its initial or current Commercial Tenancy;
- (8) there is no pending litigation or arbitration between the Seller and any Tenant arising out of any of the Commercial Tenancies; and
- (9) if any Commercial Tenancy is a retail shop lease within the meaning of the *Retail Shop Leases Act 1994*:
  - (a) as far as the Seller is aware the Seller has complied with the *Retail Shop Leases Act 1994* in relation to the Commercial Tenancy;
  - (b) there is no existing or renewed retail tenancy dispute in relation to a Commercial Tenancy;
  - (c) there are no mediation agreements, proceedings or orders in existence under the *Retail Shop Leases Act 1994* in respect of a Commercial Tenancy;

- (d) no Tenant has notified the Seller requesting a right to renew any Commercial Tenancy for a further period; and
- (e) no Tenant has made a claim against the Seller for compensation for loss or damage suffered by the Tenant under sections 43, 46G or 46K of the *Retail Shop Leases Act 1994* and there are no circumstances existing to the Seller's knowledge which give rise to a claim for compensation.

### 10.4 Inaccuracies

The Buyer may terminate this contract by notice in writing to the Seller if a warranty contained in clause 10.3 is inaccurate and the Buyer is materially prejudiced by that inaccuracy.

### 10.5 Commercial Tenancy Documents

- (1) The Seller must produce to the Buyer's Solicitor within 7 days after the Contract Date copies of all Commercial Tenancy Documents and Service Agreements.
- (2) If the Seller does not deliver the Commercial Tenancy Documents when required under clause 10.5(1), the Buyer may terminate this contract by notice to the Seller given no later than 14 days after the Contract Date.
- (3) If the Buyer is not satisfied with the terms of the Commercial Tenancies, it may terminate this contract by notice to the Seller given no later than 7 days after the Buyer's receipt of the Commercial Tenancy Documents.
- (4) If no notice is given under this clause 10.5, the Buyer will be treated as having accepted the Commercial Tenancies and all matters referred to in the Commercial Tenancy Documents.

### 10.6 Dealings with Commercial Tenancies

- (1) Unless it would breach a provision of, or waive or prejudice the Seller's rights under, a Commercial Tenancy, the Seller must not, after the Contract Date:
  - (a) deal with the Property or any of the Commercial Tenancies without the Buyer's consent (which must not be unreasonably withheld);
  - (b) accept a surrender of any Commercial Tenancy;
  - (c) consent to a transfer of any Commercial Tenancy;
  - (d) terminate any Commercial Tenancy;
  - (e) consent to any request by a Tenant;
  - (f) grant or agree to grant a new Commercial Tenancy of any part of the Property or an extension of a Commercial Tenancy other than where a Tenant validly exercises an option in a Commercial Tenancy; or
  - (g) initiate or negotiate a Rent review or respond to any Rent review notice from a Tenant.
- (2) If any Tenant seeks the Seller's consent under a Commercial Tenancy before settlement:
  - (a) the Seller must inform the Buyer and give the Buyer a copy of any written material received from the Tenant;
  - (b) the Buyer must co-operate with the Seller in dealing with the application;
  - (c) the Buyer must inform the Seller whether it agrees to the Seller giving consent and any conditions which should be imposed by the Seller;
  - (d) the Buyer must not withhold or delay its agreement to the Seller giving consent except on reasonable grounds which must be indicated in writing to the Seller; and
  - (e) the Seller must not give its consent to any Tenant without having first obtained the Buyer's agreement to do so in accordance with this clause.
- (3) If any Tenant defaults in the payment of Rent, the Seller must promptly inform the Buyer in writing. The Buyer may require the Seller to do either or both of the following actions at the Seller's expense:

INITIALS

*MAB - 115* *[Signature]* *[Signature]* *[Signature]*

- (a) serve on the Tenant a notice of breach of covenant if required by law;
  - (b) terminate the Commercial Tenancy by physical re-entry (subject to the provisions of the Commercial Tenancy).
- (4) The Seller must give the Buyer copies of any documents relating to the Commercial Tenancies that come within the control or possession of the Seller between the Contract Date and settlement.

#### 10.7 Service Agreements

- (1) The Seller:
  - (a) may terminate any Service Agreement which is not capable of assignment (subject to the provisions of the relevant Service Agreement); and
  - (b) indemnifies the Buyer against claims under the Service Agreements prior to the Settlement Date.
- (2) The Buyer:
  - (a) assumes the obligations of the Seller under those Service Agreements which are assigned until their termination; and
  - (b) indemnifies the Seller against claims under Service Agreements after the Settlement Date.
- (3) If:
  - (a) the Seller cannot terminate a Service Agreement; or
  - (b) the Seller's rights under a Service Agreement cannot be assigned or are not effectively assigned to the Buyer;

the Seller must enforce that Service Agreement at the direction of the Buyer for the Buyer's benefit.

### 11. GOODS AND SERVICES TAX

#### 11.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.

#### 11.2 GST Table

The GST Table and the notes in it are part of this clause 11.

#### 11.3 Taxable Supply

This clause 11 applies where the transaction is:

- (1) a Taxable Supply; or
- (2) not a Taxable Supply because it is the Supply of a Going Concern.

#### 11.4 Purchase Price Includes GST

If this clause 11.4 applies, 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.

#### 11.5 Purchase Price Does Not Include GST

If this clause 11.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. 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.

#### 11.6 Margin Scheme

Warning The Seller is warranting that the Margin Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 11.6 applies:

- (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 11.6(2)(a) or its warranty under clause 11.6(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 11.6(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 if there is a breach of clause 11.6(2).

#### 11.7 If the Supply is a Going Concern

Warning The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 11.7 applies:

- (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 11.7(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 if there is a breach of the warranty;
- (6) If the warranty in clause 11.7(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. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (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 on demand.

INITIALS

*Handwritten initials: MDS, VIB, RB, MM, and a signature.*

## 11.8 Adjustments

Where this contract requires an adjustment or apportionment of Outgoings or Rent and profits of the Property, that adjustment or apportionment must be made on the amount of the Outgoing, Rent or profit exclusive of GST.

## 11.9 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.

## 11.10 No Merger

To avoid doubt, the clauses in this clause 11 do not merge on settlement.

## 11.11 Remedies

The remedies provided in clauses 11.6(3), 11.7(5) and 11.7(6) are in addition to any other remedies available to the aggrieved party.

## 12. GENERAL

### 12.1 Agent

The Agent is appointed as the Seller's agent to introduce a buyer.

### 12.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

### 12.3 Duty

The Buyer must pay all duty on this contract.

### 12.4 Notices

- (1) Notices under this contract must be in writing and may be given by a party's solicitor.
- (2) Notices may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending to the facsimile number or email address of the other party or its solicitor stated in the Reference Schedule or another facsimile number or email address specified in a notice given by the recipient to the sender.

*[Note: Whilst notices under this Contract may be sent by email they are not 'given' until they are capable of being retrieved by the addressee at the nominated email address in accordance with s 24 of the Electronic Transactions (Queensland) Act 2001]*

- (3) Posted notices will be treated as given 3 Business Days after posting.
- (4) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.
- (5) Notices given after 5pm will be treated as given on the next Business Day.
- (6) 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.

### 12.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

## 12.6 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.

## 12.7 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.

## 12.8 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.

## 12.9 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) Statutes and Regulations

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

INITIALS

*MOOS 11/3 BR MAN*

Body Corporate and Community Management Act 1997  
Section 206

INFORMATION FOR DISCLOSURE STATEMENT

as at 27 June 2018

Body Corporate Name of Scheme: **THE WORKSTORES EAGLE FARM**  
Community Titles Scheme No: **50832**  
Lot Number: **8** Plan Number: **SP292894**

Secretary Name: **Paul Hughes**  
Address: **C/- Strata Care Australia Pty Ltd  
PO Box 1251  
Fortitude Valley 4006**  
Telephone: **34355300** Facsimile: **3891 6744**

Body Corporate Manager Name: **STRATA CARE AUSTRALIA PTY LTD**  
Address: **PO BOX 1251  
FORTITUDE VALLEY QLD 4006**  
Telephone: **07 3435 5300** Facsimile: **07 3854 0774**

Contributions and Levies	Levies Determined by the Body Corporate for this Lot				
	Administrative Fund	Amount	Due Date	Discount	If paid by
	06/12/17 to 31/03/18	\$488.80	06/12/17	Nil	06/12/17
	01/04/18 to 31/07/18	\$512.71	01/04/18	Nil	01/04/18
	01/08/18 to 30/11/18	\$512.71	01/08/18	Nil	01/08/18
	01/12/18****31/03/19	\$512.71	01/12/18	Nil	01/12/18
	Sinking Fund				
	06/12/17 to 31/03/18	\$175.30	06/12/17	Nil	06/12/17
	01/04/18 to 31/07/18	\$183.85	01/04/18	Nil	01/04/18
	01/08/18 to 30/11/18	\$183.85	01/08/18	Nil	01/08/18
	01/12/18****31/03/19	\$183.85	01/12/18	Nil	01/12/18

Body Corporate Name of Scheme: **THE WORKSTORES EAGLE FARM**  
Community Titles Scheme No: **50832**  
Lot Number: **8** Plan Number: **SP292894**

Improvements on  
Common  
Property for  
which Buyer will  
be Responsible



Body Corporate and Community Management Act 1997  
Section 206

INFORMATION FOR DISCLOSURE STATEMENT (continued)

Body Corporate  
Assets Required to  
be Recorded on  
Register

**There are no assets required to be recorded.**


Committee

**There is a Body Corporate Committee**


Information  
prescribed under  
Regulation  
Module

**Nil**

Signing

  
\_\_\_\_\_  
Seller/Sellers Agent

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
27/06/18  
Date

Buyers  
Acknowledgement

The Buyer acknowledges having received and read this statement from the  
Seller before entering into the contract.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## Additional Information

### Body Corporate

Name of Scheme: **THE WORKSTORES EAGLE FARM**  
 Community Titles Scheme No: **50832**  
 Lot Number: **8** Plan Number: **SP292894**

### Lot Entitlements and Other Matters

Interest Schedule	Aggregate	<b>9981</b>	Entitlement of Lot	<b>336</b>
Contribution Schedule	Aggregate	<b>9978</b>	Entitlement of Lot	<b>441</b>
Balance of Sinking fund at end of last Financial Year		<b>0.00</b>	as at	
Insurance Levies not included in Administrative Fund Levies:	<b>See Annexure</b>			
Monetary Liability under Exclusive Use By-Law	<b>Not Applicable</b>			

### Insurance

Type	Company	Policy No	Sum Insured	Due Date
<b>BUILDING</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>3740000</b>	<b>31/10/18</b>
<b>BUILDING CATASTROPHE</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>561000</b>	<b>31/10/18</b>
<b>COMMON CONTENTS</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>37400</b>	<b>31/10/18</b>
<b>FIDELITY GUARANTEE</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>100000</b>	<b>31/10/18</b>
<b>LOSS OF RENT</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>561000</b>	<b>31/10/18</b>
<b>LOT OWNERS FIXTURES</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>250000</b>	<b>31/10/18</b>
<b>OFFICE BEARERS</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>1000000</b>	<b>31/10/18</b>
<b>PUBLIC LIABILITY</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>20000000</b>	<b>31/10/18</b>
<b>VOLUNTARY WORKERS</b>	CHU UNDERWRITING AGENCIES PTY	<b>TBA</b>	<b>200000</b>	<b>31/10/18</b>

### Mortgages or Securities over Body Corporate Assets

**Nil**

## Additional Information (continued)

Body Corporate

Name of Scheme:

**THE WORKSTORES EAGLE FARM**

Community Titles Scheme No:

**50832**

Lot Number:

**8**

Plan Number:

**SP292894**

Latent or Patent

Defects in

Common

Property or Body

Corporate Assets

Actual or

Contingent or

Expected

Liabilities of Body

Corporate

Circumstances in

Relation to

Affairs of the

Body Corporate

Exceptions to

Statements in

Clause 7.4(2)

## DISCLOSURE STATEMENT (Continued)

Name of Scheme	THE WORKSTORES EAGLE FARM			CTS No	50832
Lot No.	8	Type	BUILDING FORMAT PLAN	Plan No	SP292894

## ANNEXURE - LEVY DETAILS

[illegible]

## CONTRACTS REGISTER

### THE WORKSTORES EAGLE FARM CTS 50832

<b>Contractor Name and Address</b> STRATA CARE AUSTRALIA P/L PO BOX 1251 FORTITUDE VALLEY QLD 4006	<b>Details of Duties</b> BODY CORPORATE MANAGER	<b>Delegated Powers</b> AS PER AGREEMENT	<b>Basis of Remuneration</b> Monthly in arrears
<b>Commencement Date</b> <b>Term of Contract</b> <b>Options</b> <b>Copy of Agreement on File</b> <b>Workers Comp No</b>	06/12/17 3 years  Y	<b>Termination Date</b>  <div style="text-align: center;">Finance</div> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	05/12/20   

<b>Contractor Name and Address</b> Workstores Management Pty Ltd ACN 011 051 522 as trustee 3 Hudd Street Bowen Hills QLD 4006	<b>Details of Duties</b>	<b>Delegated Powers</b>	<b>Basis of Remuneration</b> Monthly in arrears
<b>Commencement Date</b> <b>Term of Contract</b> <b>Options</b> <b>Copy of Agreement on File</b> <b>Workers Comp No</b>	06/12/17 10 years 10 years then 5 years Y	<b>Termination Date</b>  <div style="text-align: center;">Finance</div> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	05/12/27   

<b>Contractor Name and Address</b> Origin Energy Retail Limited  GPO Box 1199 Adelaide SA 5001	<b>Details of Duties</b>	<b>Delegated Powers</b>	<b>Basis of Remuneration</b> Monthly in arrears
<b>Commencement Date</b> <b>Term of Contract</b> <b>Options</b> <b>Copy of Agreement on File</b> <b>Workers Comp No</b>	13/12/17 12 mths ongoing until cancelled Y	<b>Termination Date</b>  <div style="text-align: center;">Finance</div> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	12/12/18   

<b>Contractor Name and Address</b>	<b>Details of Duties</b>	<b>Delegated Powers</b>	<b>Basis of Remuneration</b>
<b>Commencement Date</b> <b>Term of Contract</b> <b>Options</b> <b>Copy of Agreement on File</b> <b>Workers Comp No</b>		<b>Termination Date</b>  <div style="text-align: center;">Finance</div> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

<b>Contractor Name and Address</b>	<b>Details of Duties</b>	<b>Delegated Powers</b>	<b>Basis of Remuneration</b>
<b>Commencement Date</b> <b>Term of Contract</b> <b>Options</b> <b>Copy of Agreement on File</b> <b>Workers Comp No</b>		<b>Termination Date</b>  <div style="text-align: center;">Finance</div> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

# STRATACARE

STRATA CARE AUSTRALIA PTY LTD ABN 07 088 584 267  
PO BOX 1251 FORTITUDE VALLEY QLD 4006 3/141 CAMPBELL STREET BOWEN HILLS QUEENSLAND 4006  
TELEPHONE 07 3435 5300 FACSIMILE 07 3854 0774 sc@stratacare.com.au www.stratacare.com.au



27 June 2018

THE WORKSTORES EAGLE FARM CTS 50832  
Not registered for GST

ABN: 92 953 615 582

## Tax Invoice

Paul Hughes  
3 Hudd Street, Bowen Hills  
Hills Qld 4006

Ref

Re Lot 8 THE WORKSTORES EAGLE FARM CTS 50832

Fee 0.00 Paid

Above Fee includes GST

Please find enclosed information which may be used to enable you  
to complete the Disclosure Statement.

### IMPLIED WARRANTIES

Under Section 206 of the Body Corporate & Community Management Act 1997, implied  
warranties are matters for consideration or enquiry by the seller.  
Disclosures of this nature are not furnished with this statement.

### OWNERS IMPROVEMENTS ON COMMON PROPERTY

The Attached statement only shows owners improvements authorised and recorded by the  
Body Corporate. Disclosure of unauthorised owners improvements is a matter for the  
attention of the seller.

It is recommended that prospective Purchasers engage a search agent to conduct an  
independent search of the Body Corporate records to determine any issues such as contingent  
liabilities or common property defects.

Please check the information to verify the accuracy.

We have taken every care in preparing the information, but the information reported is  
limited to that notified to us.

Yours Faithfully,  
Strata Care Australia Pty Ltd

Per.....  
TNT

# REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Title Reference : 51125749

This is the current status of the title as at 11:49 on 26/09/2018

## REGISTERED OWNER

Dealing No: 719004013 21/09/2018

QLDCOM PTY LTD A.C.N. 009 881 832  
TRUSTEE  
UNDER INSTRUMENT 719004013

## ESTATE AND LAND

Estate in Fee Simple

LOT 8 SURVEY PLAN 292894  
Local Government: BRISBANE CITY  
COMMUNITY MANAGEMENT STATEMENT 50832

## EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 16738236 (Lot 906 on CP SL5040)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

## DEALINGS REGISTERED

719004013 TFR TO TTEE 180812.2/180812.2

\*\* End of Confirmation Statement \*\*

EV Dann

Registrar of Titles and Registrar of Water Allocations

Lodgement No: 4325988  
Office: E LODGE (EFT)  
Email: lsmith@macdonnells.com.au  
MACDONNELLS LAW - BE  
GPO BOX 79  
BRISBANE 4001



ABN 57618866854

25 September 2018

**Tax Invoice For:**

Qldcom Pty Ltd  
c/- Coogans Pty Ltd  
Suite 4, 924 Gympie Road  
CHERMSIDE QLD 4032

Outstanding Balance: \$0.00

Current Balance: \$0.00

**Total Due By 2 October 2018: \$0.00**

**Matter No:** 180812

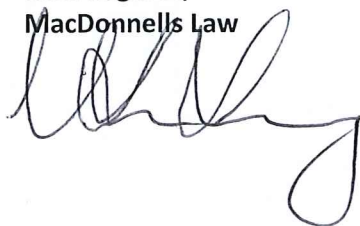
**RE:** Qldcom Pty Ltd ATF Queensland Communications Pty Ltd Superannuation Pension Fund  
proposed purchase from Urban Development Corporation - L8, 109 Holt Street, Eagle Farm

**Invoice No.:** BI0001434

We thank you for your instructions in this matter and now provide you with our tax invoice for professional fees and disbursements incurred. Information supporting this invoice is attached. If money is held in trust on your behalf, this is notice of withdrawal of trust money.

To our professional fees (including service fee)	\$1,119.58
Disbursements	\$1,885.20
Invoice Subtotal	\$3,004.78
Invoice GST	\$161.81
<b>Total Invoice</b>	<b>\$3,166.59</b>
<b>Less Trust Monies Allocated</b>	<b>\$-3,166.59</b>
<b>Current Invoice Balance Due</b>	<b>\$0.00</b>

Kind Regards,  
MacDonnells Law



BPAY	CREDIT CARD *	DIRECT DEPOSIT
 <p>           Biller Code: 225573            Reference No.: 00180812 0         </p>	<p>If you wish to pay by Visa, MasterCard or AMEX please phone Accounts on: 074030 0600</p> <p>* Surcharges apply: Visa, MasterCard - 1% ; &amp; AMEX - 2.75%</p>	<p>           Bank: ANZ Bank            BSB: 014 734            Account No: 8370 85931            Matter No: 180812            Reference: BI0001434            Email Remittance: <a href="mailto:accounts@macdonnells.com.au">accounts@macdonnells.com.au</a> </p>

**FEE SCHEDULE**

Date	Description	Person	Unit/ Time	Amount
25/09/2018	Acting on your behalf in your conveyance	VML	0.00	\$1,097.63
<b>Total (excluding GST)</b>				<b>\$1,097.63</b>
	Service Fee			\$21.95

**DISBURSEMENT SCHEDULE**

Date	Description	Amount	GST
15/08/2018	ASIC: Organisation Extract - QLDCOM PTY LTD ACN 009 881 832	\$22.95	\$1.40
21/08/2018	QLD: Title Search - 51125749	\$33.04	\$1.71
21/08/2018	QLD: Plan Image - sp292894	\$33.98	\$1.67
29/08/2018	InfoTrack: QLD Certificate (over \$130) - Brisbane City Council: (IOR) - Inspection of Records	\$224.20	\$4.00
29/08/2018	InfoTrack: QLD Certificate - Brisbane City Council: C. Certificate of Classification - 8/SP292894	\$118.69	\$3.71
29/08/2018	InfoTrack: QLD Certificate - Urban Utilities: Special Water Meter Reading - 8/SP292894	\$71.27	\$2.23
29/08/2018	InfoTrack: QLD Land Tax Certificate - 8/SP292894	\$53.68	\$1.79
29/08/2018	QLD: Body Corp Information Certificate - Strata Care Australia: Information Certificate - 8/SP292894	\$91.95	\$9.20
30/08/2018	InfoTrack: QLD Certificate - Brisbane City Council: A. Building Records - 8/SP292894	\$118.69	\$3.71
30/08/2018	InfoTrack: QLD Certificate - Brisbane City Council: D. Property Notices - 8/SP292894	\$118.69	\$3.71
30/08/2018	InfoTrack: QLD Certificate (over \$130) - Brisbane City Council: Planning and Development Certificate	\$700.00	\$4.00
30/08/2018	InfoTrack: QLD Certificate - DEHP: EPBC Protected Matters Search (Non-Refundable) - 8/SP292894	\$17.00	\$1.70
30/08/2018	Department of Transport & Main Roads: Property Search - Lot 8 Plan SP292894	\$40.98	\$4.10
30/08/2018	InfoTrack: QLD Certificate (over \$130) - QLD Fire and Rescue Service - Brisbane Region: Fire Safety	\$192.90	\$4.00
30/08/2018	PPSR: Organisation Grantor Search - ACN 141 868 082	\$14.14	\$1.21
07/09/2018	QLD: Title Search - 51125749	\$33.04	\$1.71
<b>Total</b>		<b>\$1,885.20</b>	<b>\$49.85</b>

**Notes:-**

- Proposed transfers of trust funds as shown on this bill will be made 7 days after the date on which you are given this bill, unless you notify us in the meantime that you object to the transfer.
- Service fee covers all administration expenses including postage, telephone, facsimile, document production and other incidentals.
- If you dispute our legal costs you may contact us to discuss your concerns: request an itemised bill; apply for a costs assessment within 12 months of delivery of a final bill or request for payment or such other times as a costs assessor or court may permit as set out under Part 3.4 Division 7 of the Legal Profession Act 2007 (Qld); or apply to set aside the costs agreement within six years or such other time period as the law permits.
- We may charge interest on any amount outstanding for the period from 14 days after receipt of the bill until payment in full, calculated in accordance with the LPA regulations using an interest rate equal to the Reserve Bank Cash Rate Target as at the bill date plus six percentage points.

Qldcom Pty Ltd  
PO Box 979  
CLEVELAND QLD 4163

### Trust Statement

**Matter:** VML:180812

**Matter Description:** Qldcom Pty Ltd ATF Queensland Communications Pty Ltd Superannuation Pension Fund proposed purchase from Urban Development Corporation - L8, 109 Holt Street, Eagle Farm

#### Transaction Ledger from: to 28 September 2018

Date	Type	Transaction No.	Narrative	Received	Paid	Balance
01/01/1900			Balance brought forward	\$0.00		\$0.00
31/08/2018	Receipt	1331	Deposit Monies - Recd 30/8/2018 Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$25,000.00		\$25,000.00
31/08/2018	EFT	1990010141	Balance deposit monies, Account: 014-002, 283662951, Precinct Residential Pt Ltd Payee is Qldcom Pty Ltd		\$25,000.00	\$0.00
06/09/2018	Receipt	1350	Water and Sewerage Access Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$48.06		\$48.06
06/09/2018	Receipt	1351	Building Insurance Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$62.40		\$110.46
06/09/2018	Receipt	1352	GST on adjustments Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$84.40		\$194.86
06/09/2018	Receipt	1353	Rates Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$156.62		\$351.48
06/09/2018	Receipt	1354	Registration Fees Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$572.00		\$923.48
06/09/2018	Receipt	1355	Body Corp Levies Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$576.95		\$1,500.43
06/09/2018	Receipt	1356	Costs and Outlays Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$3,166.60		\$4,667.03
06/09/2018	Receipt	1357	Transfer Duty Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$8,435.00		\$13,102.03
06/09/2018	Receipt	1358	GST on purchase price Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$26,000.00		\$39,102.03

06/09/2018	Receipt	1359	Settlement monies Received from Qldcom Pty Ltd (Drawer Qldcom Pty Ltd) per Direct Deposit	\$234,000.00	\$273,102.03
06/09/2018	Cheque	11022	Settlement Monies Payee is ANZ BCQ IFO Urban Development Corporation Pty Ltd	\$260,361.74	\$12,740.29
06/09/2018	Cheque	11671	Settlement Monies Payee is Queensland Urban Utilities	\$566.70	\$12,173.59
06/09/2018	Cheque	11671	Reversal: Settlement Monies (Reason: wrong cheque number) Payee is Queensland Urban Utilities	\$566.70	\$12,740.29
06/09/2018	Cheque	11023	Settlement Monies Payee is Queensland Urban Utilities	\$566.70	\$12,173.59
07/09/2018	Cheque	11676	Transfer Duty Payee is Office of State Revenue	\$8,435.00	\$3,738.59
21/09/2018	EFT	1990010195	DNRME Lodgement Fees, Account: 064-013, 10041702, DNRME Payee is Department of Natural Resources, Mines and Energy	\$572.00	\$3,166.59
Total				\$298,668.73	\$295,502.14 \$3,166.59

As of 28 September 2018, we hold a Trust Ledger Balance of \$3,166.59 on your behalf.

Please retain this statement for your records.

TRANSACTION REFERENCE	TRANSACTION DESCRIPTION	SCHEDULED AMOUNTS	TRANSFERED AMOUNTS	TOTAL AMOUNTS	TRANSACTION DATES
BSF HOLT109LOT8 RA	RATES ADJUSTMENT	156.62		156.62	2018-09-06
BSF HOLT109LOT8 BA	BODY CORP ADJUSTMENT	576.95		576.95	2018-09-06
BSF HOLT109LOT8 IA	INSURANCE ADJUSTMENT	62.40		62.40	2018-09-06
BSF HOLT109LOT8 WA	WATER ADJUSTMENT	48.06		48.06	2018-09-06
BSF HOLT109LOT8 AG	ADJUSTMENT GST	84.40		84.40	2018-09-06
BSF HOLT109LOT8 ID	INITIAL DEPOSIT		1000.00	1000.00	2018-06-25
BSF HOLT109LOT8 BD	BALANCE DEPOSIT		25000.00	25000.00	2018-08-30
BSF HOLT109LOT8 SA	SETTLEMENT AMOUNT	234000.00		234000.00	2018-09-06
BSF HOLT109LOT8 CG	CONTRACT GST	26000.00		26000.00	2018-09-06
BSF HOLT109LOT8 LC	LEGAL COSTS	3166.60		3166.60	2018-09-06
BSF HOLT109LOT8 TD	TRANSFER DUTY	8435.00		8435.00	2018-09-06
BSF HOLT109LOT8 RF	REGISTRATION FEES	572.00		572.00	2018-09-06
		273102.03	26000.00	299102.03	