

FURNITURE, FITTING AND EQUIPMENT SALE AGREEMENT

"PROXIMITY HAMILTON CTS"

Lot 50709

OAKSTEAD HARBOUR PROJECT PTY LTD ACN 161 237 047

PROXIMITY.
HAMILTON

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PROXIMITY HAMILTON CTS
FURNITURE, FITTING AND EQUIPMENT SALE
AGREEMENT
 Reference Schedule

Agreement Date

[If not completed, the date the Seller signs the Agreement applies]

Parties

Seller:

OAKSTEAD HARBOUR PROJECT PTY LTD ACN 161 237 047

(address) Suite 11, 2-4 Kings Lane, Darlinghurst NSW 2010

(telephone) (02) 9357 5288

Seller's Solicitor:

HWL EBSWORTH, LAWYERS (Attn: Ruth Fielder)

(address) Level 19, 480 Queen Street, (GPO Box 2033) Brisbane Qld 4000

(telephone) (07) 3169 5786 *(facsimile)* 1300 368 717

(email) rfielder@hwle.com.au

Buyer:

(name) **Alexkat Pty Ltd**

(A.C.N.) **167 768 836** *(Name of Trust)* **Harbour Road Trust**

(address) **5 Marina Street, Shorncliffe QLD 4107**

(telephone) _____ *(facsimile)* _____

Buyer's Solicitor:

(address) _____

(telephone) _____ *(facsimile)* _____

Lot

Unit No. 50709 Proximity Hamilton CTS situated at 37B Harbour Road, Hamilton QLD 4007.

Furniture

means the furniture and other chattels as set out in the Inventory List.

Price

(\$) 9,700.00 (inclusive of GST).

Settlement Date

Refer to Clause 6 of the Agreement Terms.

EXECUTION

Seller by its duly appointed attorney or authorised signatory

Buyer



AGREEMENT TERMS

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| <p>1. Background</p> <p>1.1 The Seller and Buyer are parties to the Sale Contract.</p> <p>1.2 The Seller and Buyer have agreed to buy and sell the Furniture.</p> <p>2. Dictionary</p> <p>"Inventory List" means the list of furniture and other chattels sold under this Agreement as set out in the list attached to this Agreement.</p> <p>"Sale Contract" means the Contract of Sale between the Seller and the Buyer for the sale and purchase of the Lot.</p> <p>"Settlement" means settlement of this Agreement.</p> <p>3. Interpretation</p> <p>3.1 Terms in the Reference Schedule to this Agreement have the meanings shown opposite them.</p> <p>3.2 Terms used in this Agreement but not specifically defined have the meaning given to them in the Sale Contract.</p> <p>3.3 The following provisions from the Sale Contract apply to this Agreement as if set out in full but modified so far as possible to apply to this Agreement:</p> <ul style="list-style-type: none"> (a) Clause 73 - Interpretation; (b) Clause 75 - Time; (c) Clause 76 - Measurement of Time; (d) Clause 77 - Due date not Business Day; (e) Clause 78 - Things to be done by 5.00 pm; (f) Clause 80 - Risk; (g) Clause 81 - Costs and Transfer Duty; (h) Clause 82 - Notices; (i) Clause 84 - Variation; (j) Clause 85 - Waiver; (k) Clause 86 - Severance; | <ul style="list-style-type: none"> (l) Clause 88 - Applicable Law; (m) Clause 89 - Further Acts; and (n) Clause 95 - Privacy Notice & Acknowledgement. <p>4. Sale and Purchase</p> <p>The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller the Furniture on the terms of this Agreement.</p> <p>6. Price</p> <p>6.1 The Buyer must pay to the Seller the Price for the purchase of the Furniture.</p> <p>6.2 The Price must be at Settlement.</p> <p>6.3 The Price includes GST.</p> <p>6. Settlement</p> <p>6.1 Settlement must take place at the same time and on the same date as settlement of the Sale Contract.</p> <p>6.2 The Seller is not required to effect Settlement of this Agreement unless settlement of the Sale Contract takes effect contemporaneously.</p> <p>6.3 Default under this Agreement constitutes a default under the Sale Contract and vice versa.</p> <p>6.4 If the Seller terminates the Sale Contract, then this Agreement is automatically terminated on termination of the Sale Contract.</p> <p>6.5 If settlement of the Sale Contract is delayed, then Settlement of this Agreement is extended by the period of the delay of the settlement of the Sale Contract.</p> <p>7. Default by the Buyer</p> <p>7.1 If the Buyer breaches any term of this Agreement the Seller may affirm or terminate this Agreement.</p> <p>7.2 If the Seller affirms this Agreement, it may sue the Buyer for damages, specific performance or both.</p> <p>7.3 The Seller may otherwise claim damages for any losses suffered as a result of the Buyer's default including legal costs on a solicitor and own client basis.</p> |
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8. Furniture

The Seller must supply the Furniture to the Buyer at Settlement by ensuring that the Furniture is within the Lot at Settlement so that the Buyer takes possession of the Furniture at the same time as the Buyer takes possession of the Lot under the Sale Contract.

9. Variations to Furniture

9.1 The Buyer acknowledges that as Settlement is not due to be effected for considerably some time after the Agreement Date, the exact items comprising the Furniture may not be able to be procured by the Seller.

9.2 The Seller may substitute the items comprising the Furniture with other items of equivalent quality and the Buyer is not entitled to raise any objection, make any claim or delay Settlement as a result of any such substitution.



INVENTORY LIST
(to follow this page)

FURNITURE INVENTORY - 1 bedroom

Kitchen

2 Accessories

Living

1 Three seat sofa

2 Scatter cushions

1 Rectangular Coffee Table

1 Entertainment unit with drawers

1 Rug

3 Accessories

1 Artwork

Dining

1 Square dining table

4 Dining chairs

1 Wall Mirror

1 Accessory for Dining table

Outdoor

1 Square outdoor balcony Table

2 Outdoor dining chairs

Master bedroom

1 Wall mounted bedhead

1 Queen Base

1 Queen Mattress

1 Queen Ensemble bedding pack (Pillows (4), Pillow protectors (4), mattress protector, valance).

2 Scatter cushions

1 Throw

2 Two draw bedside

2 Bedside lamps

1 Artwork

Electrical

1 106cm Full HD LED LCD TV

1 1.5m Coaxial Cable

1 Refrigerator

1 Top load washer

