

# PROXIMITY HAMILTON

## SALE CONTRACT REFERENCE SCHEDULE

**Contract Date**

**Agent**

21/2/14  
(name) 360 Project Marketing  
(address) PO Box 361 SURFERS PARADISE QLD 4217  
(telephone) 07 5539 0360 (facsimile) 07 5538 2018

**Seller**

(name) Oakstead Harbour Project Pty Ltd ACN 161 237 047  
(address) c/- Peloton Group, Suite 11, 2-4 Kings Lane, Darlinghurst NSW 2010  
(telephone) (02) 9357 5288 (02) 9357 5288 (02) 9357 5288

**Seller's Solicitor**

(name) HWL EBSWORTH LAWYERS (ATTN: Linda Margetts)  
(address) Level 23, 123 Eagle Street, Riverside Centre (GPO Box 2033) Brisbane Qld 4000  
(telephone) (07) 3002 6726 (facsimile) 1300 368 717  
(email) [lmargetts@hwle.com.au](mailto:lmargetts@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) (email)

**Buyer's Solicitor**

(name)  
(address)  
(telephone) (fax)

**Deposit Holder**

**HWL EBSWORTH LAWYERS**

**Property**

(address) Unit No. 50709 "Proximity Hamilton" being part of the Development known as "Portside Wharf" situated at 1C Hercules Street, Hamilton Qld 4007.  
(description) The proposed community title lot 50709 as shown on the Identification Plan contained in the Disclosure Documents ("Lot") with an internal fitout generally in accordance with the Floor Layout Plan and the right to the exclusive use areas/assets (if any) shown as attaching to the Lot in Schedule E of the Proposed Subsidiary CMS as identified on the Exclusive Use Allocation Plan.

**Price**

\$375,000.00

**Total Deposit** \$37,500.00 payable to HWL Ebsworth Lawyers;  
**Initial Deposit** \$1,000.00 payable on the signing of this Contract; and  
**Balance Deposit** \$36,500.00 payable within 14 days after the Contract Date.\*

[\*Not applicable if full Deposit paid when Buyer signs this Contract] 2

**Guarantor**

[NOTE: ONLY IF BUYER IS A COMPANY OR TRUSTEE]

(Guarantor 1 Name) Mark William Bucknall  
(Guarantor 1 Address) 5 Marina Street SHORNCLIFFE QLD 4107  
(Guarantor 2 Name)  
(Guarantor 2 Address)

[Complete full name and address of all Guarantors]

**Personal Use**

NO Tick NO if buying for investment purposes.  
 YES Tick YES if buying for owner/occupier purposes.  
Tick as applicable. If not completed, assumed non-personal use by Buyer.

**Foreign Interest**

NO  YES [Tick as applicable. If not completed, Buyer assumed not a Foreign Interest.]

Buyer 1 Initials X INITIAL HERE Buyer 2 Initials Seller's Initials

Version 1  
19.07.13

**PROXIMITY**  
HAMILTON

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**HWL**  
**EBSWORTH**  
LAWYERS

APIE = aggregate interest entitlement for all lots in the Principal Scheme (in the Principal CMS).

If the amount of the premium is also in respect of components of the Development other than the Principal Scheme, then the "Premium" will be determined on a proportionate area basis or other more appropriate basis as determined by the Seller's Solicitor, acting reasonably.

- 52.12 For the purposes of determining areas if required for this clause, a certification from the surveyor engaged by the Seller for the Subsidiary Scheme will be binding on the Parties in the absence of manifest error.
- 52.13 For the purpose of calculating the amount of land tax for apportionment purposes, if the application of the formulas set out in the clause is, in the opinion of the Seller's Solicitor, acting reasonable, impractical or results in an apportionment which is unfair, the Seller's Solicitor may calculate the amount of land tax for apportionment by any reasonable means determined by the Seller's Solicitor. If this happens, the Buyer must not Object.
- 52.14 No adjustment to the Price is to be made in respect of water usage.
- 52.15 If any Outgoings (other than land tax which is dealt with elsewhere in this clause) are assessed but unpaid at Settlement, then the Seller will provide a cheque for the amount at Settlement and pay it to the relevant authority or entity. If a cheque is provided under this clause, the relevant Outgoings will be treated as paid at Settlement.
- 52.16 There is to be a deduction to the Price equal to the Queensland Land Registry registration fee for any mortgage or other encumbrance registered over the Title which is being released at Settlement.
- 52.17 Notwithstanding any other provision of this clause, if an Outgoing is paid at Settlement or is taken to be treated as paid at Settlement, the Seller may waive the requirement to adjust the Price in relation to that Outgoing.
- 52.18 If Settlement does not occur on the Settlement Date due to the Buyer's default, or the Settlement Date is extended by agreement between the Parties following a request for an extension by the Buyer, then Outgoings, at the Seller's election, may be adjusted as if Settlement took place on the original date

specified for Settlement under the terms of this Contract.

#### M. SETTLEMENT

##### 53. Settlement Date

53.1 When the Subsidiary Scheme has been established, the Seller will give notice to the Buyer calling for Settlement provided that:

- (a) the earliest date such notice may be given is when the Seller is reasonably of the opinion that all other Conditions Subsequent will be satisfied within 14 days ("Earliest Notice Date"); and
- (b) such notice may be given at any time on or after the Earliest Notice Date but must be given not later than 60 days after the last of the other Conditions Subsequent have been satisfied.

53.2 The Settlement Date is the date 14 days after the Seller gives notice to the Buyer calling for Settlement.

53.3 The Seller may, at any time before Settlement, by notice to the Buyer extend on any number of occasions the Settlement Date by up to a total period of 90 days. If this happens, time remains of the essence of this Contract notwithstanding the extension. The Seller may only extend under this clause for bona fide purposes including, for example, to give the Seller more time to:

- (a) satisfy the Conditions Subsequent;
- (b) provide or deliver separate indefeasible Title at Settlement; and
- (c) deal with any objections raised by the Buyer in relation to Defects or Common Property Defects whether alleged or actual.

##### 54. Time & Place for Settlement

54.1 As an Essential Term (subject to the Seller's rights to extend the Settlement Date), Settlement must take place on the Settlement Date:

- (a) in Brisbane;
- (b) at a time nominated by the Seller, and if no time is nominated at 3.00 pm;

## PRE-CONTRACT REPRESENTATIONS – IMPORTANT NOTICE

No sales or marketing agent has authority from the Seller or any related company to make representations or assurances about the Development, the Principal Scheme, the Subsidiary Scheme or the Property other than representations and assurances which are contained in this Contract or the Disclosure Documents.

Buying a property is an important investment. If the Buyer is buying the Property on the basis of anything the Buyer has been told or any assurance the Buyer has been given other than what is in this Contract or the Disclosure Documents, it is important these representations or assurances are identified so they can be confirmed or clarified before the Buyer commits to buy the Property.

The Buyer should set out below any representations or assurances that have been made to the Buyer by the Seller or any sales or marketing agent of the Seller that form part of the reason why the Buyer has elected to buy the Property but which are not included in this Contract or the Disclosure Documents:

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### SPECIAL CONDITION

1. **Buyer's Acknowledgment about Seller's Representations**
  - 1.1 The Buyer acknowledges that no sales or marketing agent has authority from the Seller to make promises, representations, warranties or assurances on behalf of the Seller.
  - 1.2 The Buyer confirms and represents that the Buyer is not entering into this Contract on the basis of any promises, representations, warranties or assurances other than those set out above or set out in writing elsewhere in this Contract.
  - 1.3 The Buyer understands that by the acknowledgement, confirmation and representation given in Special Conditions 1.1 and 1.2 above, it is likely that the Buyer will not be able to sue the Seller in respect of any promise, representation, warranty or assurance other than those set out above or which are set out elsewhere in this Contract.
  - 1.4 In this Special Condition, unless the context otherwise requires, the term **this Contract** includes the Disclosure Documents and all statements and materials contained in them.

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Buyer 1 Initials

\_\_\_\_\_  
Buyer 2 Initials

\_\_\_\_\_  
Seller's Initials

## SPECIAL CONDITION

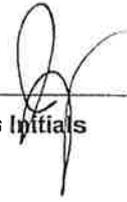
### 4. FURNITURE PACKAGE

- 4.1 The Buyer and Seller agree that the Property includes those items set out in the Furniture Specification attached as Annexure A ("Furniture Package").
- 4.2 The Buyer and Seller agreed that the value of the Furniture Package is \$9,700.00 and is included in the Purchase Price.
- 4.3 The Buyer affirms clause 71 of the Contract Terms.

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~~Buyer 1 Initials~~                      Buyer 2 Initials                      Seller's Initials



**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

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**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**

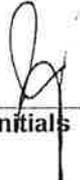
**1 Top load washer**

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**SPECIAL CONDITION**

~~Buyer 1 Initials~~

Buyer 2 Initials

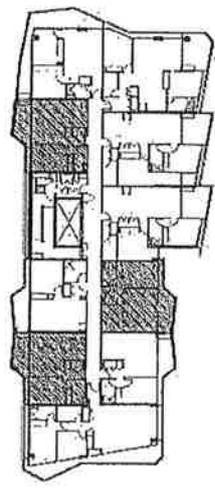
  
Seller's Initials

**1 BEDROOM  
1 BATHROOM**  
< TYPE B3.1 >

- 3.01 9.01
- 3.09 9.06
- 5.01 9.09
- 5.06 11.01
- 5.09 11.09
- 7.01 13.01
- 7.06 13.09

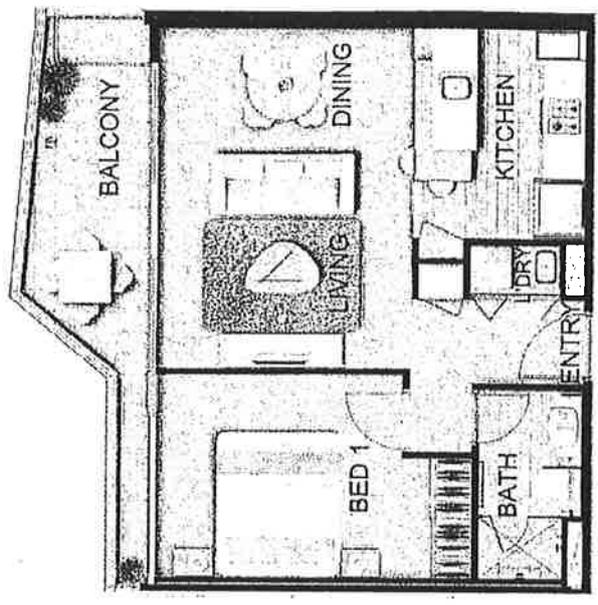
INTERNAL AREA: 50m<sup>2</sup>  
EXTERNAL AREA: 10m<sup>2</sup>  
TOTAL AREA: 60m<sup>2</sup>

0 0.5 1 1.5 2 2.5 3 3.5 4 4.5 5 metres



*[Handwritten Signature]*

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Plan indicative only and subject to Variation in accordance with the Contract Terms.  
See the Identification Plan in the Disclosure Documents for area.



## **DEED OF GUARANTEE AND INDEMNITY** **("Guarantee and Indemnity")**

**TO:** OAKSTEAD HARBOUR PROJECT PTY LTD A.C.N. 161 237 047  
("Seller")

**RE:** Contract for the sale and purchase of the Property to be made between the Seller and the Buyer named in the Reference Schedule (in the Contract)  
("Contract")

**FROM:** The Guarantor named in the Reference Schedule (in the Contract)

1. In consideration of the Seller agreeing at the request of the Guarantor to enter into the Contract, the Guarantor:
  - 1.1 unconditionally and irrevocably guarantees to the Seller on demand the due and punctual performance by the Buyer of all of its obligations under the Contract; and
  - 1.2 as a separate undertaking, agrees to unconditionally and irrevocably indemnify the Seller against all liability, damages, costs, expenses and losses of any kind and however arising (including penalties, fines, interest or legal fees on a full indemnity basis) which the Seller may suffer as a result of:
    - (a) any default or breach by the Buyer of the Contract;
    - (b) a breach by the Buyer of a promise, representation, warranty or the like by the Buyer in the Contract, including any promise, representation, warranty or the like which was incorrect or misleading when made;
    - (c) any failure by the Buyer to observe a term or obligation of the Contract;
    - (d) settlement of the Contract not occurring or not taking effect; or
    - (e) the Buyer having no obligations, being relieved of any obligations or any obligations of the Buyer becoming unenforceable under the Contract.
2. The Guarantor agrees that the Guarantor's liability and obligations under this Guarantee and Indemnity are not affected by any:
  - 2.1 termination of the Contract by the Seller as a result of any default or breach by the Buyer;
  - 2.2 insolvency, bankruptcy, death, incompetency or winding up of the Buyer or of any Guarantor;
  - 2.3 assignment of the Contract by the Buyer or the Seller;
  - 2.4 grant of time or other concession to the Buyer by the Seller or to the Seller by the Buyer;
  - 2.5 compromise, waiver, variation or novation of any of the rights of the Seller against the Buyer under the Contract;
  - 2.6 delay by the Seller in exercising its rights or if the Seller does not sue the Buyer;
  - 2.7 acquiescence, acts, omissions or mistakes on the part of the Seller;
  - 2.8 purported rights of the Seller against the Buyer under the Contract being invalid, void or unenforceable for any reason including by operation of law or statute;
  - 2.9 future variations or alterations to the Contract agreed between the Buyer and the Seller, regardless of whether the Guarantor has first consented to the variation or alteration and regardless of any prejudice to the Guarantor arising from that variation or alteration;
  - 2.10 other person who was named, intended or required to enter into this Guarantee and Indemnity has not done so or has not done so effectively;
  - 2.11 waiver or other indulgence or the discharge or release of a Buyer or any other person from any obligation;
  - 2.12 guarantee and indemnity by any other person who has entered into this Guarantee and Indemnity not being, for any reason whatsoever, enforceable; or

- 2.13 other acts, omission, thing or matter whatsoever which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations as surety.
3. This Guarantee and Indemnity:
- 3.1 extends to cover the Contract as amended, varied or replaced, whether with or without the consent of the Guarantor; and
- 3.2 is a continuing guarantee and indemnity and, despite Settlement, remains in full force and effect for as long as the Buyer has any liability or obligation to the Seller under the Contract and until all of those liabilities or obligations have been fully discharged.
4. The Guarantor represents to the Seller that before the Guarantor entered into this Guarantee and Indemnity the Guarantor has read this Guarantee and Indemnity, the Contract and any other associated documents and has been given the opportunity to take and has taken whatever legal and other advice the Guarantor considered necessary.
5. The Seller may assign its rights under this Guarantee and Indemnity without affecting or discharging the Guarantor's liability as surety in any way.
6. The Seller does not have to sue the Buyer or enforce any rights against any person before claiming under this Guarantee and Indemnity.
7. This Guarantee and Indemnity binds each Guarantor individually and all of them jointly.
8. This Guarantee and Indemnity is a separate, collateral instrument to the Contract.
9. If there is any ambiguity in this Guarantee and Indemnity, it is to be interpreted in favour of the Seller. Any void, voidable or illegal term of this Guarantee and Indemnity is to be read down or severed leaving the balance operable.
10. Any terms defined in the Contract have the same meaning when used in this Guarantee and Indemnity. The use of the word "including" (and any similar expression) is not used as a word of limitation.

**Guarantor's Signature – Signed as a Deed**

**WARNING:** If you sign as Guarantor then you are agreeing to be liable for the performance of the Buyer under the Contract.

**SIGNED SEALED AND DELIVERED** by )  
 Guarantor 1 named in the Reference Schedule )  
 in the presence of:

.....  
 FULL SIGNATURE – GUARANTOR 1

Witness [MUST WITNESS]

**SIGNED SEALED AND DELIVERED** by )  
 Guarantor 2 named in the Reference Schedule )  
 in the presence of:

.....  
 FULL SIGNATURE – GUARANTOR 2

Witness [MUST WITNESS]

**Note:**

- All directors of a Buyer company must sign this Guarantee and Indemnity; and
- The signing of this Guarantee and Indemnity must be witnessed. Witnesses must be 18 years or over and not another guarantor or party to the Contract.

## Magistrate Bucknall

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**From:** Mark Bucknall <Trina\_1976@bigpond.com>  
**Sent:** Thursday, 24 March 2016 1:56 PM  
**To:** Magistrate Bucknall  
**Subject:** Fwd: Proximity Hamilton - Project Update 3

Sent from my iPad

Begin forwarded message:

**From:** Timaia Gulliver <[tee@platinumonepoint.com.au](mailto:tee@platinumonepoint.com.au)>  
**Date:** 24 March 2016 at 12:12:59 PM AEST  
**To:** <[trina\\_1976@bigpond.com](mailto:trina_1976@bigpond.com)>  
**Subject:** Proximity Hamilton - Project Update 3  
**Reply-To:** <[us12-ab8899585b-f24b34fb24@conversation01.mailchimpapp.com](mailto:us12-ab8899585b-f24b34fb24@conversation01.mailchimpapp.com)>

[To view this email in a web browser](#)

[Click Here](#)



### PROJECT UPDATE - 24/03/2016



North Facing Facade

Dear Mark,

Apartment: 50709



With the **completion of Proximity Hamilton now only weeks away**, this is just a friendly reminder and a quick update for you before the Easter Break.

### Construction Update

On behalf of RCQ Constructions, please find below a snapshot of the