

Contract for Houses and Residential Land

Tenth 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 houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date:			
Agent:	NAME:	[Complete]	
	ABN:	LICENCE NO:	[Complete]
	ADDRESS:	[Complete]	
		[Complete]	
	SUBURB:	STATE:	[Complete] POSTCODE: [Complete]
	PHONE:	MOBILE:	FAX: EMAIL:
	[Complete]	[Complete]	[Complete] [Complete]

PARTIES

Seller:	NAME:	[Complete]	ABN:	[Complete]
	ADDRESS:	[Complete]		
		[Complete]		
	SUBURB:	STATE:	[Complete] POSTCODE:	[Complete]
	PHONE:	MOBILE:	FAX: EMAIL:	
	[Complete]	[Complete]	[Complete] [Complete]	

	NAME:	[Complete]	ABN:	[Complete]
	ADDRESS:	[Complete]		
		[Complete]		
	SUBURB:	STATE:	[Complete] POSTCODE:	[Complete]
	PHONE:	MOBILE:	FAX: EMAIL:	
	[Complete]	[Complete]	[Complete] [Complete]	

■ or any other solicitor notified to the Buyer

Seller's Solicitor:	NAME:	[Complete]		
	REF:	CONTACT:	[Complete]	
	ADDRESS:	[Complete]		
		[Complete]		
	SUBURB:	STATE:	[Complete] POSTCODE:	[Complete]
	PHONE:	MOBILE:	FAX: EMAIL:	
	[Complete]	[Complete]	[Complete] [Complete]	

Buyer:

NAME:	The State of Queensland (represented by the Department of Housing and Public Works)			ABN:	[Complete]
ADDRESS:	Level 6A 80 George Street				
SUBURB:	Brisbane	STATE:	Qld	POSTCODE:	4000
PHONE:	[Complete]	MOBILE:	[Complete]	FAX:	[Complete]
				EMAIL:	[Complete]

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

■ or any other solicitor notified to the Seller

Buyer's Solicitor:

NAME:	[Complete]				
REF:	[Complete]	CONTACT:	[Complete]		
ADDRESS:	[Complete]				
	[Complete]				
SUBURB:	[Complete]	STATE:	[Complete]	POSTCODE:	[Complete]
PHONE:	[Complete]	MOBILE:	[Complete]	FAX:	[Complete]
				EMAIL:	[Complete]

PROPERTY

Land:

ADDRESS:	See Schedule 1				
SUBURB:		STATE:		POSTCODE:	

Built On Vacant [Complete]

Description:

Lot:	See Schedule 1				
On:	See Schedule 1				
County:	See Schedule 1			Parish:	See Schedule 1
Title Reference:	See Schedule 1			Area:	See Schedule 1 ■ more or less
Land sold as:	<input checked="" type="checkbox"/> Freehold		<input type="checkbox"/> Leasehold ■ if neither is selected, the land is treated as being Freehold		

Present Use:

Residential Land	Local Government:	[Complete]
------------------	-------------------	------------

Excluded Fixtures:

Nil

Included Chattels:

See Schedule 2

Deposit Holder:	Not applicable		
Purchase Price:	\$	■ Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.	
Deposit:	\$ Nil	Initial Deposit payable when Buyer signs this contract	
	\$	Balance Deposit (if any) payable on:	
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:	\$ See Schedule 2	■ 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:	See Schedule 2	Finance Date:	See Schedule 2

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:	Not Applicable	■ 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.

Tenancies:	TENANTS NAME:	Not Applicable		
	TERM AND OPTIONS:			

■ If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		\$	\$

Managing Agent:	AGENCY NAME:	Not Applicable		PROPERTY MANAGER:	
	ADDRESS:				
	SUBURB:		STATE:		POSTCODE:
	PHONE:	FAX:	MOBILE:		EMAIL:

POOL SAFETY

Q1. Is there a pool on the Land or on an adjacent land used in association with the Land?

Yes No Clause 4.7 of this contract does not apply

Q2. If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?

Yes Clause 5.3(1)(f) applies No Clause 4.7 applies (except for auction and some other excluded sales)

Q3. If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

Yes No

■ **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

■ **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

■ If there is a pool on the Land and Q2 is not completed then clause 4.7 applies.

■ Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006.

L\316874378.2

INITIALS

Pool Safety Inspector:

■ The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.

Pool Safety
Inspection Date:

■ Clause 4.7(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:
(select whichever is applicable)

- installed in the residence
 not installed in the residence

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:
(select whichever is applicable)

- installed in the residence
 not installed in the residence

■ **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

■ **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

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 Land:
(select whichever is applicable)

- 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.

■ **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.

SPECIAL CONDITIONS

See Schedule 2

SETTLEMENT

SETTLEMENT DATE:

See Schedule 2

■ *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

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period.

It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

BUYER: _____
Duly authorised delegate

WITNESS: _____

BUYER: _____

WITNESS: _____

SELLER: _____

WITNESS: _____

SELLER: _____

WITNESS: _____

DEPOSIT HOLDER: Not applicable

■ *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.*

L\316874378.2

Schedule 1

Address	Lot on Plan	County	Parish	Title Reference	Encumbrances	Area
[Complete]	[Complete]	[Complete]	[Complete]	[Complete]	NIL	[Complete]
[Complete]	[Complete]	[Complete]	[Complete]	[Complete]	NIL	[Complete]

L\316874378.2

INITIALS

Schedule 2 - Special Conditions

1. Terms of Contract

The Seller and the Buyer acknowledge that they have received and read the Terms of Contract for Houses and Residential Land Tenth Edition as recommended by the Real Estate Institute of Queensland (the **Terms of Contract**).

2. Amendments to Standard Conditions

2.1 Deletions

The following clauses in the Standard Conditions are deleted:

- (a) clause 2.1 (GST);
- (b) clauses 2.2, 2.3 and 2.4 (Deposit);
- (c) clauses 2.6(4) and 2.6(5) (Land Tax);
- (d) clause 3 (Finance);
- (e) clause 4 (Building and Pest Inspection Reports and Pool Safety);
- (f) clauses 5.4(3) and 5.4(4) (Assignment of Covenants and Warranties);
- (g) clause 7.6 (Requirements of Authorities);
- (h) clause 7.8 (Dividing Fences); and
- (i) clause 8.5 (Possession Before Settlement).

2.2 Amendments

- (a) Standard Condition 2.6(4) is omitted and replaced with:

"Any land tax which has been paid by the Seller and which relates to the period following the Settlement Date, shall not be adjusted on the Settlement Date and any land tax which is owing by the Seller as at the Settlement Date, even though relating to the period following the Settlement Date, shall be paid by the Seller and not adjusted on the Settlement Date. At Settlement, land tax must be paid by the Seller up to and including 30 June next following the Settlement Date. This is an essential term of this Contract."

- (b) Standard Condition 5.2(2) is omitted and replaced with:

"The Buyer may require the Seller to produce Transfer Documents at the Office of State Revenue nearest the Place of Settlement for stamping before the Settlement Date. The Seller shall produce the Transfer Documents without payment of any production fee by the Buyer."

- (c) Standard Condition 5.3(1) is amended by deleting the full stop at the end of Standard Condition 5.3(1)(f) and adding "; and" and then adding a Standard Condition 5.3(1)(g) as follows:

" a complete copy of all documents relating to the Project (as defined in the PHDO Contract)."

- (d) Standard Condition 5.5 is added to by addition of the following sentence:

"The Contractor as defined in the PHDO Contract may be in possession of the Land in accordance with the permission provided in the PHDO Contract."

- (e) Standard Condition 7.2 is added to by addition of the following sentence:

"The Seller must provide to the Buyer at Settlement a release of any mortgage or charge (including any PPSR registration) which relates to the Property (in a form satisfactory to the Buyer). This is an essential term."

(f) Standard Condition 7.7(1) is amended by omitting the words:

"the Buyer may terminate this Contract by notice to the Seller given no later than two (2) Business Days before the Settlement Date"

and substituting the words

"the Buyer may by notice in writing given to the Seller on or before the Settlement Date terminate this Contract".

(g) Standard Condition 8.1 is omitted and replaced with:

"Notwithstanding any rule of law or equity to the contrary, the Property shall be at the risk of the Seller until the whole of the Purchase Price is paid."

3. Definitions

Approvals has the same meaning as defined in the PHDO Contract.

Authorities (and **Authority**) means:

- (a) any court or tribunal of competent jurisdiction; or
- (b) any Commonwealth, State or Territory or municipal government or body or other person having regulatory powers or authorities in the context used in this Contract.

Authorised Persons means:

- (a) the Buyer and its employees, agents and contractors;
- (b) the Buyer's contractors and subcontractors; or
- (c) the employees of the Buyer's contractors and subcontractors.

Building Certifications has the same meaning as defined in the PHDO Contract.

Buyer's Agents means the employees or agents of the Buyer and includes without limitation the Buyer's Solicitors.

Chief Executive means the chief executive of the department in which the *Housing Act 2003* is administered.

Claims means any and all actions, claims, notices, proceedings, judgements, demands, losses, damages, costs, charges, payments and expenses, however arising, whether present, future or contingent and whether in law, in contract or in equity.

Contamination means the presence on, in, or under land (including surface water, ground water and other waters) of a substance at a concentration above the concentration at which the substance is normally present on, in or under (as the case may be) other land in the same locality and gives rise to a risk of harm to human health or the Environment.

Contractor has the same meaning as defined in the PHDO Contract.

Contract Sum has the same meaning as defined in the PHDO Contract.

Current Owner has the meaning set out in Schedule 3 (if details are completed in Schedule 3).

Design Documents has the same meaning as defined in the PHDO Contract.

Environment includes:

- (a) ecosystems and their constituent parts, including people and communities;
- (b) natural and physical resources;
- (c) the qualities and characteristics of locations, places and areas; and
- (d) the social, economic, aesthetic and cultural aspects of a thing mentioned in subparagraphs (a), (b) or (c).

Financial Approval Date means 21 days after the Contract Date.

Laws means any law, directive, Act of Parliament, statute, enactment, legislation, order, ordinance, regulation, rule, by-law, proclamation, notice, Authority Approvals, statutory instrument or delegated or subordinated legislation of the Commonwealth or of any State or Territory of Australia or any municipal government or of any court of competent jurisdiction.

Object (and **Objection**) means claim compensation or damages under or arising from this Contract.

PHDO Contract means the Public Housing Development Opportunity (PHDO) Contract for the design and construction of Works on the Property entered into between the Buyer and the Contractor on or about the date of this Contract.

Planning & Environment Laws means any statute, regulation, by law, local law, planning scheme or subordinate legislation, or permit, approval or authorisation having as one of its objects the protection of the Environment or managing development including the effects of development including without limitation the Sustainable Planning Act, 2009 (Qld), Environmental Protection Act 1994 (Qld) and (where applicable) Brisbane City Plan 2014.

Planning & Environment Permit means any permit, licence, authority, approval, consent or authorisation required by Planning & Environment Law.

Pollution means the discharge, release or emission of any substance (whether solid, liquid or gaseous) from the Land other than in accordance with any Planning & Environment Permit.

Project means the project described in the PHDO Contract.

Prior Contract has the meaning set out in Schedule 3 (if details are completed in Schedule 3).

Public Housing has the meaning given to it in SPA.

SPA means the Sustainable Planning Act, 2009 (Qld).

Remediation means the cleanup, removal, remediation, abatement, treatment, control, containment or encapsulation of Contamination or Pollution and includes the investigation, monitoring or management thereof.

Works has the same meaning as given in the PHDO Contract.

4. **Due Diligence**

- (a) This Contract is subject to the Buyer being satisfied in its absolute discretion with the outcomes and results of all and any enquiries and inspections the Buyer wishes to conduct in relation to the Property, the Land, the Contractor and/or the Project and extending to for example and without limitation, valuations, investigations and enquiries it desires to commission or conduct in relation to the Property, the Land, the Contractor or the Project (collectively '**Due Diligence**'), by 5:00pm on the date that is twenty-one (21) days after the Contract Date ('**Due Diligence Date**').
- (b) The Buyer is entitled to treat failure to receive a response or any information on or before the Due Diligence Date as an unsatisfactory Due Diligence.

L\316874378.2

INITIALS

- (c) The Buyer must within two (2) Business Days after the Due Diligence Date give the Seller notice that
 - (i) the Due Diligence is satisfactory ('**Satisfaction Notice**'); or
 - (ii) the Due Diligence is unsatisfactory ('**Dissatisfaction Notice**'); or
 - (iii) the Buyer waives the benefit of this Special Condition 4 (which the Buyer may do-the condition having been included for the exclusive benefit of the Buyer) ('**SC 4 Waiver Notice**').

If the Seller has not terminated this Contract under Special Condition 4(e), the Buyer may (notwithstanding it is later than 2 Business Days after the Due Diligence Date) give a Satisfaction Notice or Dissatisfaction Notice or SC 4 Waiver Notice under this Special Condition 4(c) at any time up until Settlement.

- (d) A Dissatisfaction Notice has effect to terminate this Contract.
- (e) If the Buyer fails to give notice under Special Condition 4(c), the Seller may terminate this Contract before the Buyer gives a Satisfaction Notice or SC 4 Waiver Notice and before Settlement, but that is the Seller's only remedy for the Buyer's failure to give the notice.
- (f) If this Contract is terminated under this Special Condition 4, neither party will be entitled to Object or to make a Claim against the other as a result of termination under this Special Condition 4.

5. Financial Approval

- (a) Notwithstanding the omission of Standard Condition 3, the Seller and the Buyer agree that this Contract is conditional on:
 - (i) the Buyer obtaining financial approval for the purchase of the Property and the expenditure of the Contract Sum, from the person who has the relevant authority on or before the Financial Approval Date (**Financial Approval**); and
 - (ii) the Financial Approval being current and valid as at the Financial Approval Date.
- (b) The Buyer will give written notice to the Seller no later than two (2) Business Days after the date referred to in special condition 5(a) as to whether or not the condition has been satisfied.
- (c) If the condition in special condition 5(a) is not satisfied, then this Contract will be at an end. Neither party will be entitled to Object or make any Claim against the other as a result of termination under this special condition 5.
- (d) The Buyer may waive this special condition 5 at any time before this Contract is terminated by giving written notice of waiver to the Seller.

6. Settlement Date

Subject to special condition 12(d) (and special condition 7(d) if applicable), the Settlement Date shall be the date which is fourteen (14) days after the first date upon which the Seller is notified by the Buyer that:

- (a) special condition 4 (Due Diligence) is either satisfied or waived;
- (b) special condition 5 (Financial Approval), is either satisfied or waived; and
- (c) special condition 13 (Public Housing Condition), is either satisfied or waived.

7. PHDO Contract and related matters

The Buyer and the Seller acknowledge the following:

- (a) if the Buyer ascertains prior to Settlement that a warranty given by the Contractor under the PHDO Contract has been breached or is not correct, then (without prejudice to the Buyer's other rights

L\316874378.2

INITIALS

arising including Claims), the Buyer may (in its sole and absolute discretion) terminate this Contract by notice in writing to the Seller;

- (b) if the Buyer is not satisfied (in its sole and absolute discretion) with the Buyer's physical inspection of the Property effected prior to Settlement, then the Buyer may (in its sole and absolute discretion) terminate this Contract prior to Settlement by notice in writing to the Seller. The Seller must do all things necessary to facilitate access to the Property to allow such inspection by the Buyer and its representatives and the Seller must make available to the Buyer and its representatives during the course of the inspection such documentation (including copies for the Buyer's retention) as the Buyer requires and in the event the Buyer is unable to obtain satisfactory access to the Property and/or the documentation the Buyer requires then the Buyer may terminate this Contract prior to Settlement by notice in writing to the Seller;
- (c) if the PHDO Contract is terminated or otherwise ends for any reason whatsoever prior to Settlement being effected then this Contract will also be deemed to be at an end;
- (d) if any of the provisions of the insolvency provision under the PHDO Contract apply to the Contractor or the Contractor is required to show cause in terms of the PHDO Contract then notwithstanding any other provision in this Contract, the Buyer will not be obliged to settle this Contract until after:
 - (i) the show cause event is resolved to the satisfaction of the Buyer under the PHDO Contract; and
 - (ii) the Buyer as principal under the PHDO Contract confirms to the Contractor that it will not terminate the PHDO Contract.

In this event the Settlement Date as calculated under special condition 6 of this Contract will be extended to a date that is fourteen (14) days after the Settlement Date or fourteen (14) days after the provisions in special condition 7(d)(i) and (ii) are satisfied, whichever is the later.

8. Access

- (a) For any purpose pursuant to any condition in this Contract that the Buyer and/or its Authorised Persons require access to the Property, the Seller hereby authorises the Buyer and its Authorised Persons to enter upon and remain on the Property with or without plant and equipment and to break the soil and subsoil of the Land, to the extent necessary to undertake the relevant surveys, tests, investigations and enquiries, between the Contract Date to the Settlement Date.
- (b) The Buyer and its Authorised Persons enter the Property and undertake the surveys, tests, investigations and enquiries at their own risk.
- (c) The Buyer must ensure that the relevant surveys, tests, investigations and enquiries referred to in special condition 8(a) are carried out in such a way so as to minimise disturbance to the Land and so as not to damage improvements on the Land and if this Contract is terminated, promptly restore the Land (to the extent it was disturbed) to as near as practicable to the condition it was in prior to the relevant surveys, tests, investigations and enquiries having taken place.

9. Seller's Warranty

The Seller warrants and represents (in addition to all other warranties and representations under this Contract) that:

- (a) subject to special condition 12, the Seller is the absolute legal and beneficial owner of the Land;
- (b) no third party has any right or interest in the Land that could interfere with the Buyer's use and operation of the Land or the continuous construction of improvements on the Land (including continuous construction of improvements in their current location (to the extent there are existing improvements));
- (c) the Seller has disclosed in writing to the Buyer all material documents pursuant to which the Land is used or occupied by the Seller and there are no other documents, correspondence or other material which has not been provided to the Buyer which affects the interests of the Seller in the Land;

L\316874378.2

INITIALS

- (d) the Seller has received no notice of and there is no order, declaration, report, recommendation or approved proposal of a public authority or government department which would materially affect the use of the Land. In particular:
- (i) no notices, orders or directions have been given to the Seller or any other person pursuant to the Building Act 1975 Qld or other statute in respect of any building or structure on the Land which will be current at the Settlement Date (this does not include Approvals which permit the building of improvements on the Land to be constructed in accordance with the PHDO Contract);
 - (ii) no notices or orders have been issued pursuant to any statute or by any Authority necessitating the doing of work or any expenditure in relation to the Property or any path or road adjoining the Land;
- (e) there are no notices, orders or directions issued by any Authority against the Seller or other person alleging breach of Planning & Environment Laws and Seller is not aware of any circumstance that would give rise to the issuing of such a notice, order or direction;
- (f) there have been no investigations conducted or other proceedings taken or threatened by any Authority or threatened in writing by any person against the Seller or any other person under or pursuant to any applicable Planning & Environment Laws in relation to the Property;
- (g) no Remediation of Contamination is required by Planning & Environment Laws to be carried out on the Land to enable the use and operation for the purpose of the use and operation as presently currently conducted on and from the Land and for future residential use of the Property;
- (h) neither the Seller nor any other person is in material breach of any Planning & Environment Laws applying to the Property;
- (i) there are no tenancy or other agreements affecting the Land (excepting those permitted by or disclosed in the PHDO Contract);
- (j) the Seller has not received any notice from any local or other competent Authority or from any third party and to the best of the knowledge of Seller there are no proposals made or intended to be made by any such Authority or person concerning the acquisition or resumption of any part of the Land;
- (k) the Land is not:
- (i) dedicated as a protected area of any class mentioned in section 14 of the Nature Conservation Act 1992 Qld or affected by a conservation agreement, conservation covenant or conservation plan pursuant to that Act;
 - (ii) affected by the Queensland Heritage Act 1992 Qld;
 - (iii) included in the World Heritage List; or
 - (iv) affected by any claim by any Australian Aboriginal people pursuant to the Aboriginal Land Act 1991, the Native Title Act 1993 Cth or the Native Title (Queensland) Act 1993 Qld;
- (l) there are no:
- (i) improvements constructed on the Land which encroach onto any other land or any street;
 - (ii) structures owned by a third party including any structures owned by a third party which encroach on the Land;
 - (iii) disputes, claims or actions relating to the Land or its use including disputes with adjoining or neighbouring owners with respect to boundary walls or fences or with respect to any easement, right or means of access to the Land;

- (iv) buildings or other structures or chattels, fixtures or fittings forming part of any improvement on the Land that any person is entitled to remove;
- (m) the principal means of access to the Land is over roads which are maintainable at public expense and no means of access to the Land is shared with another party;
- (n) no objection has been made against any valuation of the Land under the Land Valuation Act, 2010 Qld, nor has an appeal been lodged against a valuation pursuant to that Act;
- (o) except as permitted by the PHDO Contract, the Seller will not alter, change or conduct any works in relation to the Land or Property prior to the Settlement Date without the Buyer's express written consent being first obtained which may be withheld for any reason whatsoever;
- (p) subject to special condition 13, the Contractor and the Buyer do not require any Approvals to construct the Works on the Land other than the Approvals which the Contractor has obtained or has responsibility to obtain and comply with under the PHDO Contract and the Building Certifications; and
- (q) all conditions of Approvals dated prior to the Contract Date relating to the Land including any subdivision or reconfiguration approval, planning approval or building approval in relation to the Land have been satisfied, observed, met or discharged (for example all headworks charges and other infrastructure charges due to be paid have been paid in full to the relevant Authority).

If the Buyer ascertains prior to Settlement being effected, that the Seller is in breach of any one of these warranties or that any of the warranties is not correct, then (without prejudice to the Buyer's other rights arising including Claims), the Buyer may (in its sole and absolute discretion) terminate this Contract by notice in writing to the Seller.

This special condition 9 does not merge on Settlement.

10. GST

10.1 Goods and Services Tax

Any consideration to be paid or provided for a Taxable Supply made under or in connection with this Contract, unless specifically described in this Contract as 'GST inclusive', does not include an amount on account of GST.

Despite any other provision in this Contract, if a party (**Supplier**) makes a Taxable Supply under or in connection with this Contract on which GST is imposed (not being a Taxable Supply the Consideration for which is specifically described in this Contract as 'GST inclusive'):

- (a) the Consideration payable or to be provided for that Taxable Supply under this Contract but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that Taxable Supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided. However, the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid adjustment note) for that Taxable Supply.

10.2 Reimbursements

If a payment to a party under or in connection with this Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full Input Tax Credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

10.3 Adjustment Events

L\316874378.2

INITIALS

If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a party under this Contract, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to the provisions of special condition 10.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.

10.4 Definitions

Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related imposition Acts have the same meaning in this clause.

10.5 Survival

This clause will continue to apply after expiration or termination of this Contract. This special condition 10 is an essential term of this Contract.

10.6 GST/ABN Disclosure/PAYG Withholding Provisions of the Taxation Administration Act 1953

The Seller warrants (and the Buyer enters into this Contract of Sale on the basis) that:

EITHER:

(a) The sale of the Property is made to the Buyer in the Seller's capacity as an individual and is wholly of a private or domestic nature by the Seller

OR

(b) The sale of the Property is not made by the Seller in the course or furtherance of an enterprise made in Australia

OR

(c) If the sale of the Property is made by the Seller in relation to the carrying on of an enterprise in Australia then the Seller warrants that:
 The enterprise is registered or required to be registered for GST
Yes No
 The Seller's ABN is

SELLER TO COMPLETE
(tick relevant box)

11. Buyer's Failure to provide written notice

Should the Buyer fail (for whatever reason) to provide written notice to the Seller as referred to in special condition 5(b) then the only remedy available to the Seller arising from the Buyer's failure is for the Seller to terminate this Contract by notice in writing to the Buyer.

If the Seller chooses to terminate (which the Seller may only do prior to the time when the Buyer provides a written notice under the relevant clause, even if that written notice is provided by the Buyer after the time provided for in the relevant clause) then this Contract is terminated but neither party will be entitled to Object or make any Claim against the other arising as a result of the termination under this special condition 11.

12. Transfer by Direction

(a) This special condition 12 will only apply if Schedule 3 is completed with all details as provided for in Schedule 3.

If all details are not completed in Schedule 3 then this special condition 12 will not apply to this Contract.

If this special condition 12 applies it is an essential term of this Contract.

If this special condition 12 applies the definition of Transfer Documents in Standard Condition 1.1(2)(gg) of the Standard Conditions will be amended in Standard Condition 1.1(2)(gg)(ii) to add the words " and the Current Owner" after the words "the Seller".

- (b) Where this special condition 12 applies to this Contract then the Seller warrants and assures the Buyer that all details set out in Schedule 3 are accurate and complete.

If the details set out in Schedule 3 are not accurate and complete then without prejudice to any other rights arising, the Buyer may terminate this Contract by notice in writing to the Seller given at any time before Settlement.

- (c) Where this special condition 12 applies then the Seller must provide title to the Property free from all Encumbrances other than Title Encumbrances (if any noted on page 4) and in particular without limiting the generality of the foregoing must, provide to the Buyer at Settlement a release (stamped if required by law) of any mortgage or charge (registered or unregistered) over or in respect of the Property (whether or not such mortgage or charge is given by the Current Owner, the Seller or other person) in a form that is capable of immediate registration with the relevant Authority.

- (d) Where this special condition 12 applies and;

- (i) the Seller is not in default of its obligations under this Contract;
- (ii) the Seller complies with its obligations under special condition 12(c);
- (iii) the Seller provides to the Buyer at least 5 business days before Settlement a copy of the properly completed and signed Deed Poll to be provided at Settlement under special condition 12(d)(iv);
- (iv) the Seller provides to the Buyer at Settlement a Deed Poll in the form attached in Schedule 3 which has been:
 - A. properly completed with the name of the Current Owner;
 - B. signed by the Current Owner and witnessed; and
- (v) the settlement between the Current Owner and the Seller (as buyer or purchaser) occurs contemporaneously with the Settlement of this Contract;

then-

- (vi) the Buyer will, at Settlement, in lieu of the Transfer Documents referred to in Standard Condition 5.3(1)(b) of the Terms of Contract accept Transfer Documents (including a form of transfer by direction prepared by the Buyer and in a form satisfactory to the Buyer) signed by the Current Owner in favour of the Buyer (as transferee) which are capable of immediate registration and which has been stamped by the Seller with all stamp duty properly payable on the Prior Contract; and
- (vii) the Seller need not be the registered owner of an estate in fee simple in the Land on Settlement (or at any time before Settlement) as long as the Current Owner is registered as the owner of an estate in fee simple in the Land.

Where this special condition 12 applies and special condition 12(d)(i) - (v) are not complied with by the Seller, then the Buyer may either:

- (viii) terminate this Contract by notice in writing to the Seller given at any time before Settlement; or
- (ix) elect, by notice in writing given to the Seller, to extend the Settlement Date for a period of 14 days (with time to remain of the essence).

If the Buyer elects to proceed in the manner set forth in special condition 12(d)(ix) and the Seller again does not comply with special condition 12(d)(i) - (v) (inclusive) on the later Settlement Date, then the Buyer may terminate this Contract by notice in writing to the Seller given at any time before Settlement.

- (e) If the Buyer terminates this Contract in accordance with this special condition 12, then this Contract is at an end and neither party may Object or have any Claim against the other as a result of termination under this special condition 12.

13. Public Housing Condition

- (a) This Contract is subject to:
 - (i) the Chief Executive (or an authorised delegate of the Chief Executive) being satisfied that the construction of the proposed improvements on the Property is the development of Public Housing for the purposes of Part 5 Chapter 9 of SPA; and
 - (ii) all of the requirements in Part 5 Chapter 9 of SPA being satisfied so that the construction of the proposed improvements on the Property is able to immediately proceed as an exempt development,

by 5:00pm on the date that is **to be inserted** days after the Contract Date ('**Public Housing Date**').

- (b) The Buyer is entitled to treat failure to receive a response from the Chief Executive (or its authorised delegate) on or before the Public Housing Date as an unsatisfactory result.
- (c) The Buyer will give written notice to the Seller no later than two (2) Business Days after the Public Housing Date as to whether or not the condition in special condition 13(a) has been satisfied.
- (d) If the condition in special condition 13(a) is not satisfied, then this Contract will be at an end. Neither party will be entitled to Object or make any Claim against the other as a result of termination under this special condition 13.
- (e) The Buyer may waive the condition in special condition 13(a) at any time before this Contract is terminated by giving written notice of waiver to the Seller.
- (f) The Seller must promptly provide the Buyer upon request with any information or documents required to enable the Chief Executive (or its authorised delegate) to make a decision under Part 5, Chapter 9 of SPA and such documents will be in compliance with the Contractor's obligations pursuant to the PHDO Contract.

Witness

Seller

Witness

**Buyer - by its duly
authorised delegate**

Schedule 3 - Transfer by Direction - Special Condition 12 and Deed Poll

This Schedule 3 and the Special Condition 12 only applies if the following details are completed prior to execution of this Contract by the Buyer. If no details are completed below then this schedule 3 and Special Condition 12 do not apply.

1. **Details of current registered owner of the Property and their address (in this Contract the "Current Owner"):**
 - (a) Current Owner:
 - (b) Address:

2. **Short particulars of Contract of sale entered into by the Seller (as purchaser or buyer) with the Current Owner (in this Contract "Prior Contract"):**
 - (a) date of Prior Contract: 201
 - (b) purchase price (including GST) payable by Seller (as purchaser or buyer) to the Current Owner under the Prior Contract: \$

Deed Poll (attached to this Schedule 3)

Deed Poll made at _____ on _____

By:

_____ of _____
in the State of Queensland
("Owner")

In favour of:

The State of Queensland (represented by the Department of Housing and Public Works) of Level 6A,
80 George Street, Brisbane in the State of Queensland ("**State**")

Background

- A. The Owner is the registered owner of the Land.
- B. Under the Owner's Contract, the Owner has agreed to sell the Land to the First Buyer.
- C. The First Buyer has agreed to on sell the Land to the State (under a contract between the First Buyer and the State).
- D. The Owner has agreed to sign this Deed Poll in favour of the State.

1. Definitions

First Buyer means _____

Land means the land described as Lot _____ on Plan _____ County _____ Parish _____

Owner's Contract means the Contract dated _____ between the Owner and the First Buyer for the sale and purchase of the Land.

2. Operative Provisions

2.1 Transfer by direction

- (a) If asked to do so by the First Buyer, upon Settlement of the Owner's Contract by the First Buyer, the Owner agrees to provide a transfer (capable of immediate registration at the Office of the Registrar of Titles) of the Land direct from the Owner (as transferor) to the State (as transferee) (being a transfer commonly described as a transfer by direction).
- (b) If a transfer is provided to the State, as provided for in clause 2.1(a), the Owner agrees to do all things necessary (as requested by the State) to ensure that the transfer is registered at the office of the Registrar of Titles free from encumbrances (including mortgages or charges) other than any easements noted on the Certificate of Title at the date of the transfer.

2.2 Enforceability

The Owner agrees that this Deed is enforceable by the State, notwithstanding that the State is not a party to the Owner's Contract and notwithstanding that the State has not signed this Deed.

Executed as a Deed

Signed sealed and delivered by _____
in the presence of:

Signature of Witness

Name of Witness in full

Signature

Signature

Signature

TERMS OF CONTRACT

FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract:

- (1) terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) unless the context otherwise indicates:
 - (a) “**Approved Safety Switch**” means a residual current device as defined in the *Electrical Safety Regulation 2013*;
 - (b) “**Balance Purchase Price**” means the Purchase Price, less the Deposit, adjusted under clause 2.6;
 - (c) “**Bank**” means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
 - (d) “**Bond**” means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
 - (e) “**Building Inspector**” means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
 - (f) “**Business Day**” means 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);
 - (g) “**Compliance or Exemption Certificate**” means:
 - (i) a Pool Safety Certificate; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
 - (h) “**Compliant Smoke Alarm**” means a smoke alarm complying with sections 104RB (2) or (4) of the *Fire and Emergency Services Act 1990*;
 - (i) “**Contract Date**” or “**Date of Contract**” means the date inserted in the Reference Schedule;
 - (j) “**Court**” includes any tribunal established under statute.
 - (k) “**Encumbrances**” includes:
 - (i) unregistered encumbrances
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
 - (l) “**Essential Term**” includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 5.1 and 6.1; and
 - (ii) the Seller: clauses 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;but nothing in this definition precludes a Court from finding other terms to be essential.
 - (m) “**Financial Institution**” means a Bank, building society or credit union;
 - (n) “**General Purpose Socket Outlet**” means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
 - (o) “**GST**” means the goods and services tax under the *GST Act*;
 - (p) “**GST Act**” means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
 - (q) “**Improvements**” means fixed structures on the Land and includes all items fixed to them (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;
 - (r) “**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;
 - (s) “**Notice of no pool safety certificate**” means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
 - (t) “**Notice of nonconformity**” means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
 - (u) “**Outgoings**” means:
 - (i) rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies); and
 - (ii) land tax;
 - (v) “**Pest Inspector**” means a person licensed to undertake pest inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
 - (w) “**Pool Safety Certificate**” has the meaning in section 231C(a) of the *Building Act 1975*;
 - (x) “**Pool Safety Inspection Date**” means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
 - (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date
 - (y) “**Pool Safety Requirements**” means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
 - (z) “**Pool Safety Inspector**” means a person authorised to give a Pool Safety Certificate;
 - (aa) “**PPSR**” means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
 - (bb) “**Property**” means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
 - (cc) “**Rent**” means any periodic amount payable under the Tenancies;
 - (dd) “**Reserved Items**” means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
 - (ee) “**Security Interests**” means all security interests registered on the PPSR over Included Chattels and Improvements;
 - (ff) “**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*.
 - (gg) “**Transfer Documents**” means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer; and
 - (hh) “**Transport Infrastructure**” has the meaning defined in the *Transport Infrastructure Act 1994*.

L\316874378.2

INITIALS

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 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.

2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and

(2) it is lawful to do so;

the Deposit Holder must:

- (3) 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
- (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 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.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5(1):
 - (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 2.5(2)(b) on the Settlement Date.

2.6 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 2.6(3), 2.6(4), 2.6(5), 2.6(6) and 2.6(15), 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 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 separate assessment (excluding any discount).

- (3) If there is no separate assessment of rates for the Land 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 area of the Land to the area of the parcel in the assessment; 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 Land was the Seller's only land; or

- (b) based on the assumptions in clause 2.6(4)(a), if there is no separate Site Value for the Land, on a notional Site Value equal to:

$$\text{Site Value of the parcel that includes the Land} \times \frac{\text{Area of Land}}{\text{Area of the parcel}}$$

- (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 Land 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 2.6(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. 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 2.6(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 2.6(8), 2.6(9) and 2.6(10).

- (12) Payments under clause 2.6(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 cost of Bank cheques payable at settlement:

- (a) to the Seller or its mortgagee are the responsibility of the Buyer; and

L\316874378.2

INITIALS

(b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.

(14) 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.

(15) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of –

(a) 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

(b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably 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:

- (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
- (2) 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 AND POOL SAFETY

4.1 Building and Pest Inspection

This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (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:

- (1) a satisfactory Inspector's 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
- (2) 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.

4.6 If required under the *Queensland Building and Construction Commission Act 1991*, the Inspector referred to in Clause 4.1 must hold a current licence under that Act.

4.7 Pool Safety

- (1) This clause 4.7 applies if:
 - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
 - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:

(a) the issue of a Pool Safety Certificate; or

(b) a Pool Safety Inspector issuing a Notice of nonconformity stating the works required before a Pool Safety Certificate can be issued;

by the Pool Safety Inspection Date.

- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
 - (a) the Buyer to arrange the inspection; and
 - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
 - (a) terminates this contract ; or
 - (b) waives the benefit of this clause 4.7;The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.7(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.7(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.7(4).
- (7) The right of a party to terminate under this clause 4.7, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.
- (8) If the Buyer terminates this contract under clause 4.7(4)(a), and the Seller has not obtained a copy of the Notice of nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur between 9am and 5pm on the Settlement Date.
- (2) 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

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) 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

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
 - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - (e) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and

L\316874378.2

- (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) 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:

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
- (3) manufacturers' warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements;

to the extent they are assignable. 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 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 Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 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 5.6(2) or 5.6(3).

5.7 Consent to Transfer

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

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; and
 - (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;
 - (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 2.5(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 5.5;
 - (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 Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

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) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) 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) (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.

L\316874378.2

- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given within 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.
- (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) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If there is:
 - (a) an error in the boundaries or area of the Land;
 - (b) an encroachment by structures onto or from the Land; or
 - (c) a mistake or omission in describing the Property 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 sections 246AG, 247 or 248 of the *Building Act 1975* or sections 588 or 590 of the *Sustainable Planning Act 2009* that affects the Property.
- (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*;

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given no later than 2 Business Days before the Settlement Date.

- (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 inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Dividing Fences

Notwithstanding any other provision in this contract, the Seller need not contribute to the cost of building any dividing fence between the Land 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 Tenancies that may significantly alter them or result in later expense for the Buyer.
- (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 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; and
- (4) further copies or details if those previously given cease to be complete and accurate.

8.5 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;

L\316874378.2

- (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.

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) Without affecting the Seller's other rights, if any money payable by the Buyer under this contract is not paid when due, the Buyer must pay the Seller at settlement interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.
- (2) The Seller may recover that interest from the Buyer as liquidated damages.
- (3) Any judgment for money payable under this contract will bear interest from the date of judgment to the date of payment and the provisions of this clause 9.9 apply to calculation of that interest.

10. GENERAL

10.1 Agent

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

10.2 Foreign Investment Review Board

The Buyer warrants that either:

- (1) the Treasurer has consented under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to the Buyer's purchase of the Property; or
- (2) the Treasurer's consent is not required to the Buyer's purchase of the Property.

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 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 2 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

L\316874378.2

(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.

L\316874378.2

INITIALS