

Warning statement

Property Agents and Motor Dealers Act 2000 — Chapter 11
This form is effective from 1 October 2010.

Instructions

This form is to be attached to a proposed relevant contract of sale for residential property to be read and signed by a proposed buyer **BEFORE** the proposed buyer signs the proposed relevant contract.

The seller or seller's agent must give the proposed buyer a clear statement directing the buyer's attention to the proposed relevant contract and to this warning statement before the proposed buyer signs the proposed relevant contract. Failure to give the proposed buyer a clear statement may give the buyer a right to terminate the contract under section 370 within 90 days of receiving a copy of the relevant contract unless settlement occurs earlier.

Property address

Note: If no street address is applicable, use lot and plan information to identify the property

Street name and number Unit /43 River Road, ("RivergreenVillas")

Suburb BUNDAMBA State Postcode

WARNING

DO NOT sign the proposed relevant contract for the above property until you have read and understood ALL SECTIONS of this form. DO NOT sign if you feel pressured.

The relevant contract is subject to a five (5) business day cooling-off period. You may terminate this contract during the cooling-off period. However, the seller may deduct a termination penalty of up to 0.25% of the purchase price from the deposit.

You should obtain independent:

- **legal advice** See note 1
- **valuation** See note 2

Cooling-off period

What is the cooling-off period?

The cooling-off period is five (5) business days, during which you can change your mind about purchasing this property. Use this time to seek independent legal advice and an independent valuation of the property.

When does the cooling-off period start?

Your cooling-off period starts on the day you receive a copy of the completed relevant contract from the seller or seller's agent. The proposed contract becomes a relevant contract when both parties have signed. In any dispute about the commencement of the cooling-off period, it will be up to the seller to prove the buyer received a copy of the relevant contract. If you receive a copy of the relevant contract on a day other than a business day, the cooling-off period commences on the first business day after you receive a copy of the relevant contract

When does the cooling-off period end?

Your cooling-off period ends at **5.00pm on the fifth business day** after the cooling-off period started. A business day is a day other than a Saturday, Sunday or public holiday.

Can I waive or shorten the cooling-off period?

Yes, but only if you engage an independent lawyer who must give you a lawyer's certificate explaining the purpose and nature of the certificate. You should seek advice from your lawyer about the effect of waiving or shortening your cooling-off period. If you are waiving the cooling-off period, the lawyer's certificate must be given to the seller or seller's agent before you and the seller enter into the relevant contract.

Cooling-off period continued

What should I do during the five (5) day cooling-off period?

It is strongly recommended that you seek independent legal advice and obtain an independent valuation of the property during this time and that you understand and agree with the terms and conditions of the contract.

How do I terminate the contract during the cooling-off period and what happens if the relevant contract is terminated?

If you want to terminate the contract at any time before the end of the five (5) day cooling-off period, you must give a signed, dated notice to the seller indicating that you wish to terminate the contract during the cooling-off period. The notice must state that the relevant contract is terminated under section 370A of the *Property Agents and Motor Dealers Act 2000*. The seller must refund your deposit within **14 days** of the termination. The seller may deduct a termination penalty of up to **0.25% of the purchase price**. Make sure you terminate any building contract associated with this property if you terminate this contract during the cooling-off period.

What happens after the cooling-off period ends?

If you do not terminate the contract during the cooling-off period, you are legally bound by the contract, subject to the terms and conditions of the contract.

Other important information

Read the attached proposed relevant contract. Do not be pressured into signing the proposed relevant contract before you have read it.

Note 1 - Independent legal advice

Do you fully understand the legal consequences of signing the attached proposed relevant contract? Before signing the proposed relevant contract, it is strongly recommended that you seek independent legal advice and clarify any queries or concerns you have about buying the property. Are you sure the person you have obtained advice from is totally independent from the seller or seller's agent? **Exercise extreme caution in accepting the advice of anyone referred to you by the seller or seller's agent.**

Note 2 - Independent valuation of the property

Are you sure the purchase price for this property is fair? You should consider obtaining an independent valuation of the property before you sign the contract, or before your cooling-off period ends. When choosing a valuer you should ask whether the valuer has any relationship with any person involved in selling the property and whether they have professional indemnity insurance. Before you engage the valuer ask about the cost of the valuation. For more information about valuations, go to www.fairtrading.qld.gov.au/house-valuation.htm.

Building contracts

For building contracts associated with the purchase of residential property, you should ensure that the building contract price is not over-valued or inflated. Get a valuation or compare homes of similar value advertised or displayed by other home builders.

Domestic building contracts also have a cooling-off period under the *Domestic Building Contracts Act 2000* (section 72). Please check the Building Services Authority of Queensland website at www.bsa.qld.gov.au for further information about building contracts. Remember to terminate any building contracts related to this property if you terminate this contract.

Claim fund and property developers

A claim fund exists which, in some cases, enables buyers to make a claim if they suffer financial loss because a real estate agent commits a claimable offence. Strict guidelines and timeframes apply. If you suffer loss while buying an investment property or buying any property from a property developer you can not make a claim for loss against the fund.

How do I know if I'm dealing with a licensed real estate agent or property developer and/or obtain further information about purchasing real estate?

The Fair Trading website at www.fairtrading.qld.gov.au provides you with useful information about purchasing property. You can check that you are dealing with a licensed real estate agent or property developer at www.fairtrading.qld.gov.au/are-you-licensed.htm or by phoning 13 13 04.

Buyer's acknowledgment

I/we have read all sections of this warning statement and I/we acknowledge that by signing this warning statement, my/our attention has been directed to this warning statement and the attached proposed relevant contract by a clear statement and I/we have signed the warning statement BEFORE I/we signed the attached proposed relevant contract.

Signing this Warning Statement negates any termination right I/we may have had under section 370 of the *Property Agents and Motor Dealers Act 2000*.

Name

Name

Signature Signature

Date / /

Date / /

BCCM Form 14

Information sheet (body corporate information)

Body Corporate and Community Management Act 1997

This form is effective from 1 August 2013

WARNING

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing the property or your prospective rights and obligations as a member of a body corporate.

Notice to agent: The *Property Agents and Motor Dealers Act 2000* and *Body Corporate and Community Management Act 1997* (the Act) include strict requirements for presentation of prescribed warning statements and information sheets. Failure to comply may result in cancellation of the contract.

By law the seller or the seller's agent must attach this information sheet to the contract. Do NOT sign the contract of sale without reading this information sheet.

In addition to the contract, you should have before you:

- a separate warning statement, if the lot is a residential property, provided by the seller under the *Property Agents and Motor Dealers Act 2000*
- a disclosure statement provided by the seller, containing essential information about the body corporate that you will become a member of through purchasing this property (e.g. the amount of annual contributions currently set by the body corporate and payable by the lot owner)
- for proposed lots (off the plan), a community management statement for the scheme provided by the seller, containing important details about the scheme including details of any proposed future development of the scheme, the lot entitlements, by-laws and the regulation module applying to the scheme.

Community titles schemes

This contract warning contains important information you should read and understand before signing a contract to buy a lot in a community titles scheme. Community titles schemes include proposed lots purchased off the plan and existing lots within duplexes, residential unit blocks, high-rise apartment complexes, townhouse complexes and some commercial premises. They contain individually owned lots and common property such as lawns and access roadways.

Some new unit owners do not realise owning a lot in a community titles scheme brings with it certain obligations. You should carefully consider whether living or investing in a community titles scheme suits your lifestyle and financial needs. When a community titles scheme is established, a body corporate is created to administer the scheme. Each lot owner is automatically a member of their body corporate and enjoys certain rights and responsibilities.

Owners are **NOT** able to decline to be members of their body corporate. Normally, an elected committee carries out day-to-day functions on behalf of the body corporate. Bodies corporate may also engage service providers such as body corporate managers and on-site managers, caretakers and letting agents.

Common obligations of a body corporate include:

- administering the common property and any body corporate assets
- enforcing the by-laws for the scheme, such as noise levels, the keeping of pets, car parking and a range of other matters
- arranging compulsory body corporate insurance
- conducting general meetings of owners, adopting budgets, and levying contributions to fund the operation of the body corporate
- maintaining bank accounts, keeping records, and preparing financial statements

Common obligations of individual lot owners include:

- making financial contributions towards the body corporate administrative costs
- complying with by-laws
- maintaining their lot in good condition

Suggested searches and matters to investigate

There are significant differences between owning a lot in a community titles scheme and owning other types of property (such as a detached house). In addition to carrying out conveyancing searches, it is also recommended you investigate a number of special body corporate matters through the following sources:

1. Department of Natural Resources and Mines

Buyers can obtain a copy of the community management statement (CMS) and plans for the scheme. Further information is available from Property, titles and valuations by phoning 13 QGOV (13 74 68) or via the Department website:

www.dnrm.qld.gov.au

2. Department of Justice and Attorney-General, Office of the Commissioner for Body Corporate and Community Management

Conduct a search at the Office of the Commissioner for Body Corporate and Community Management for any Adjudicator's Orders (a decision regarding the outcome of a dispute) made concerning the scheme. General information and fact sheets are also provided about body corporate rules and regulations. For more information, phone 1800 060 119 or visit www.justice.qld.gov.au/bccm

3. Body Corporate Secretary

Obtain a **Body Corporate Information Certificate** from the body corporate secretary, or body corporate manager, whose name and address is supplied in the disclosure statement. Compare the disclosure statement with the information certificate, as inaccurate information in the disclosure statement may give you grounds to cancel the contract (Sections 209 or 217 of the Act).

A search of the **body corporate records** can provide other important information, such as whether any improvements to the lot you are purchasing (balcony enclosure, air conditioning) were approved, whether any conditions apply, and who is responsible for their maintenance and insurance.

Also, **check for any agreements** the body corporate may have entered into, for example, caretaking, letting, body corporate management or lift maintenance.

Checklist

- By purchasing this property, do you know you will be part of a body corporate?
- Are you aware of any contracts the body corporate is a party to?
- Have you read and understood the body corporate by-laws?
- Do you understand your likely financial contributions to the body corporate?
- Are you aware that an adjustment of lot entitlements may increase or decrease your financial contributions to the body corporate?
- Are you aware that your financial contributions to the body corporate will vary as the financial liabilities of the body corporate change?
- Do you understand your maintenance responsibilities?
- Do you understand the role of the body corporate manager and on-site manager (if appointed)?

Buyer's Acknowledgement

I/we have read all sections of this information sheet and I/we have acknowledged and signed the information sheet BEFORE I/we signed the attached contract.

If the lot is residential property, I/we acknowledge that by signing this information sheet, my/our attention has been directed to this information sheet and the attached proposed relevant contract by a clear statement and that signing this information sheet negates any termination right I/we may have had under section 206A or 213A of the *Body Corporate and Community Management Act 1997*.

Name _____

Postal address _____

Telephone _____ Email _____

Signature/s _____ Date _____

Body Corporate and Community Management

 www.justice.qld.gov.au

 1800 060 119

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This contract comprises Parts A, B, C, D, E and F. It is used by participants of the *Community Title Off-The-Plan Contract Forum*. It is designed to fairly represent the interests of both the seller and buyer of community title properties under construction or to be constructed. The wording of Parts D, E and F must not be changed. Variations to those parts must be made by special conditions inserted in Part C. For information about this form telephone 3217-4011.

Version 1.3 (7/06)

Contract for Sale of Proposed Community Title Lot



Part A – Contract Schedule

Item No	Term	Details
1	Date of Contract	20.
2	Agent <small>(Pt E cl 10.5)</small>	
3	Seller & Sellers Address <small>(Pt D cl 1.2)</small>	BLUESTONEINVEST PTY LTD ATF THE BLUESTONE PROPERTY TRUST ACN 146 827 581 14 Anthony Av (PO Box 129) MOOLOOLABA QLD 4557
4	Seller's Solicitor <small>(Pt E cl 13.11)</small>	Self acting C/- Matthews Property Group PO Box 129, Mooloolaba Qld 4557 Ph: 07 5477 7494 Fax: 07 5477 7848 E-mail: bj@matgroup.com.au
5	Buyer & Buyers Address <small>(Pt D cl 1.2)</small>	Name: Address: Phone: Fax: Email:
6	Residency Status <small>(Pt E cl 12.4)</small>	The Buyer is: <input type="checkbox"/> A resident of Australia <input type="checkbox"/> A non-resident of Australia

7	Buyer's Solicitor (Pt E cl 13.11)	Name: Address: Phone: Fax: Email:
8	Stakeholder (Pt E cl 1.1)	Schultz Toomey O'Brien Lawyers Trust Account Po Box 130 Buddina QLD 4575
9	Property (Pt E)	Proposed Community Title Lot as shown on the Building Plan.
10	Price (Pt B)	\$
11	Deposit (Pt E cl 1.1)	Initial Deposit \$ paid on signing of Contract Balance deposit \$ due within 21 days of date of Contract <u>Total Deposit</u> \$ _____
12	Guarantors (Pt F)	
13	Finance (Pt E cl 5)	Contract subject to finance: <input type="checkbox"/> Yes <input type="checkbox"/> No Lender: Loan amount: \$ Buyer Finance Date: 21 days from the date of this Contract
14	Scheme (Pt D cl 1.2)	Rivergreen Villas Community Titles Scheme
15	Building (Pt D cl 1.2)	Rivergreen Villas
16	Finance Date (Pt D cl 1.2)	Refer to Special Condition 16.1
17	Parcel (Pt D cl 1.2)	Lot 35 on SP 199008, County of Stanley, Parish of Goodna Situate at 43 River Road Bundamba Q
18	Local Council (Pt D cl 1.2)	Ipswich City Council
19	Development Approval Date (Pt E cl 4)	18 months from the Contract Date

20	Sunset Date (Pt D cl 1.2)	Thirty-six calendar months from the Contract Date
21	Deposit Bond (Pt E cl 1.1)	Will be accepted
22	Defects period (Pt E cl 7.2)	3 months from the Date of Possession
23	Default Place for Settlement (Pt E cl 8.1)	Bundall, Gold Coast

Part B – Signatures

We agree to sell and you agree to buy the Property for the Price on the terms set out in Parts C, D, E and F of this Contract. This Contract is executed as a deed.

SELLER

**BLUESTONEINVEST PTY.LTD. ATF
THE BLUESTONE PROPERTY TRUST
A C N 146 827 581 by its duly constituted attorney
BARBARA FAY JUST under Power of
Attorney No. 713895772**

.....
(Print name)

.....
(Signature of director)

in the presence of

.....
(Witness)

BUYER

.....
(Witness)

.....
(Signature of Buyer)

STAKEHOLDER

.....
(Signature of Stakeholder)

GUARANTORS

.....
(Signature of Guarantor)

.....
(Witness)

.....
(Signature of Guarantor)

Part C - Special Conditions

(Any special conditions, including changes to the standard form,
must be added here or annexed.)

16 AMENDMENT OF STANDARD FORM

- 16.1 Clause 1.2 is amended by deleting the definition of "Finance Date" and replacing it with "Development Approval Date" means the date in Item 19 of the Contract Schedule."
- 16.1.1 Clause 1.2 is further amended by adding a Definition for "Buyer Finance Date" as:
"Buyer Finance Date" means the Buyer finance date which is listed in Item 13 of the Contract Schedule
- 16.1.2 Clause 1.6 is amended in that if this Contract settles the Buyer shall be entitled to all interest earned on the deposit.
- 16.2 Clause 3.1(d) is deleted.
- 16.3 Clause 4.1 is amended by deleting the words "Finance Date" and inserting instead the words "Development Approval Date".
- 16.4 Clause 5.2 and 5.3 are amended by deleting the words "Finance Date" and inserting the words "Buyer Finance Date".
- 16.5 Clause 6.7 is deleted and replaced with: "6.7 We will allow You to inspect the Property once only prior to settlement at a time convenient to Us for You to have a pre-settlement inspection. The Buyer must not submit more than one list of alleged defects to the Seller prior to Settlement."
- 16.6 Clause 8.3(c) is deleted.
- 16.7 Clause 9.7 is amended by adding "You are not entitled to any retention or to require payment at settlement of any amount in respect of land tax or security for land tax. We undertake to pay the land tax in respect of the Property when it is due."
- 16.8 Clause 9.5 is amended so that Land Tax shall be adjusted on a deemed land tax amount for the Property of \$250.00 per annum, and on the basis that this land tax is deemed to have been paid by the Seller.
- 16.9 For the purpose of clause 9.1 all Rates, Body Corporate Levies, body corporate insurance costs and land tax shall be your responsibility from the date of sealing or registration (whichever is the applicable date adopted by the relevant authority) of the Building Plan.
- 16.10 You are not entitled to any readjustment of Rates, Body Corporate Levies, body corporate insurance costs and land tax after settlement.
- 16.11 For the purpose of this Contract, if the seller is self acting, all references to the seller's solicitor shall be deemed to be a reference to the Seller.
- 16.12 To avoid doubt, You are responsible for all fees to obtain bank cheques to hand over at Settlement
- 16.13 Part D Interpretation of the Contract in the Definition "Conditions Precedent" there is a reference to Part D – this reference should be Part E

17 STAGING OF SCHEME

17.1 Staged Development

You acknowledge:

- (i) That the Complex may be developed progressively in 12 stages consisting of:
 - (A) Stage 1 – 7 lots;
 - (B) Stage 2 – 8 lots;
 - (C) Stage 3 – 12 lots;
 - (D) Stage 4 - 10 lots
 - (E) Stage 5 - 10 lots
 - (F) Stage 6 - 8 lots
 - (G) Stage 7 - 10 lots
 - (H) Stage 8 - 7 lots
 - (I) Stage 9 - 10 lots
 - (J) Stage 10 - 9 lots
 - (K) Stage 11 - 8 lots
 - (L) Stage 12 - 12 lots
- (ii) The Scheme will consist of Stages 1 – 12 with one body corporate for the Scheme with a proposed 111 lots in total.

17.2 No Termination or Compensation

You cannot terminate this Contract, object or claim compensation if We:

- (i) make changes to:
 - (a) the number of stages
 - (b) the order of construction of any stages or if stages are completed at the same time or progressively or in any order of combinations; or
 - (c) the order of establishment of the Scheme for any stages or if stages are established within the Scheme at the same time or progressively or in any order of combinations; and
 - (d) the timing or location of the common facilities such as a swimming pool, which are currently planned to be provided in stage 6, but this may be changed.
- (ii) allow any person or entity authorised by Us to enter on to the common property to carry out any work for any stages.

17.3 No Obligation

You acknowledge that We are under no obligation to build the remaining units and associated common property in any uncompleted stage at any time. You shall not be entitled to terminate this Contract or claim compensation in relation to the timing of completion of construction of any subsequent stage in the Scheme.

17.4 Access

You acknowledge that We and Our servants and agents may after the settlement date enter upon the common property of the Scheme and any lots which are still owned by the Seller together with all necessary machinery, vehicles and equipment for the purpose of constructing all or any of the remaining units in the Scheme and the remaining improvements on common property.

17.5 No Rights to Buyer

- (a) You must not prevent or delay Our construction of any remaining unit or any of the remaining common property improvements, whether in Your capacity as an individual or as a member of the body corporate.
- (b) You must not object or take any action or make any claim for compensation relating to any disturbance to You caused by or relating to Our construction of any remaining units or the remaining common property improvements.
- (c) You indemnify Us against any loss or damage incurred or suffered by Us due to You breaching any of the provisions of this clause 17.
- (d) You acknowledge that the landscaping and external site works in subsequent stages of the Scheme shall not be constructed until such time as the relevant stage of the Scheme is developed.

17.6 Deed of Covenant

If You after settlement transfer the Property to another party, You must obtain, before the transfer is completed, a deed of covenant by that party in favour of Us that it will comply with this clause 17 and accepts the various Community Management Statements shown in the Disclosure Statement.

18 INSURANCE

- 18.1 The Body corporate must insure the lots where buildings have common walls (duplex lots). All other lots may elect to participate in the body corporate insurance for building insurance voluntarily or elect to arrange their own insurance on the building on their lot. As original owner, the seller will arrange to have the buildings on all lots insured through the body corporate. You cannot object to or make any claim in relation to the matters disclosed in this clause 18.
- 18.2 The adjustment for insurance under clause 9.4 will include the insurance for the building on the lot referred to in clause 18.1.

Contract for Sale

of Proposed Community Title Lot

Part D - Interpretation

1 Definitions

General principles

1.1 In this contract, unless the context otherwise requires –

- (a) terms appearing in the **Term** column of the Contract Schedule have the meanings derived from the **Details** column of that schedule; and
- (b) words and phrases used in the Act or the Title Act have the same meaning that they have in those Acts.

Specific definitions

1.2 In addition, unless the context otherwise requires -

“**Act**” means the *Body Corporate and Community Management Act 1997*.

“**Authority**” means any government, semi-government, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

“**Balance of the Price**” means the Price, adjusted in accordance with this contract, plus any interest payable by you and less the deposit.

“**Bank Guarantee**” means a bank guarantee that is:

- (a) from a bank acceptable to us;
- (b) in a form satisfactory to the Seller’s Solicitor;
- (c) for an amount equal to the Deposit; and
- (d) payable to the Stakeholder on demand by us.

“**Body Corporate**” means the proposed body corporate for the Community Titles Scheme.

“**Body Corporate Levies**” means contributions payable under the Act in respect of the Property, including any payments under an exclusive use by-law or insurance premium contribution.

“**Building**” means the building named in item 15 of the Contract Schedule proposed to be built on the Parcel generally in accordance with the Plans.

“**Building Plan**” means the proposed building format plan in respect of the Building a rough draft of which is in the Disclosure Statement.

“**Business Day**” means a day when trading banks are open for business in Brisbane.

“**Community Management Statement**” means the community management statement proposed to be registered with the Building Plan, a preliminary draft of which is in the Disclosure Statement.

“**Community Titles Scheme**” means the proposed scheme named in item 14 of the Contract Schedule that will come into existence when the Building Plan is registered.

“**Conditions Precedent**” means the conditions precedent in clause 3 of Part D.

“**Contract Schedule**” means Part A of this contract.

“**Date of Possession**” means the Settlement Date or any earlier date on which you take possession of the Property.

“**Deposit Bond**” means a bond that is:

- (a) from an issuing party acceptable to us;
- (b) in a form satisfactory to the Seller’s Solicitor;
- (c) for an amount equal to the Deposit; and
- (d) payable to the Stakeholder on demand by us.

“**Disclosure Statement**” means the disclosure statement under section 213 of the Act that forms part of this contract containing information required by that section and the *Land Sales Act 1984*, plus other information of interest to the Buyer.

“**Encumbrance**” means any mortgage, lease, easement or other interest, statutory or

otherwise, in land and any caveat lodged to protect them.

“**Finance**” means a loan sufficient to enable you to complete this contract, being from the lender and for the amount shown in item 13 of the Contract Schedule.

“**Finance Date**” means the date in item 16 of the Contract Schedule or such other earlier date on which we are reasonably satisfied that construction finance on acceptable terms is unlikely to be available.

“**GST**” means the gross amount of goods and services tax imposed by the GST Law without any deduction for input credits, or any tax of a similar nature imposed by any Authority.

“**GST Law**” means *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

“**Plans**” means the plans and documents referred to in the Development Approval some of which may be reproduced in the Disclosure Statement, but subject to any variations permitted by this contract, whether or not such variations are the subject of an amendment of the Development Approval.

“**Rates**” means any impost by an Authority, including, without limitation, local government rates, water rates, fire service levy and charges, including any interest, fines and penalties.

“**Schedule of Finishes**” means the schedule of finishes in the Disclosure Statement.

“**Settlement Date**” means the date ascertained under clause 8.1 of Part E, as varied under any other clause or by agreement.

“**Sunset Date**” means the date in item 20 of the Contract Schedule or, if extended under clause 3.2 of Part E, the extended date.

“**Title Act**” means the *Land Title Act 1994*.

“**Title**” means freehold title to the Property under the Title Act.

“**Transfer Documents**” means:

- (a) a Form 1 transfer to you under the Title Act;
- (b) any other document required to be signed by us to permit stamping or registration of the transfer (including release of any Encumbrance required by this contract to be released);
- (c) any document required to have you recorded on the Body Corporate’s roll; and

(d) any document required to clear the Body Corporate’s roll of any recording, such as a mortgage, relating only to us.

“**We**”, “**us**” and “**our**” means the Seller.

“**You**” and “**your**” means the Buyer.

2 Rules of interpretation

Grammar

2.1 In this contract, unless the context otherwise requires –

- (a) singular includes plural and vice versa;
- (b) “person” includes a firm, corporation, association, partnership, joint venture or Authority;
- (c) a reference to:
 - (i) a law includes regulations and instruments under it and changes to any of them;
 - (ii) a document includes any changes to or replacements of it;
 - (iii) a person includes their personal representatives, assigns and successors (including persons taking by novation);
 - (iv) a thing includes the whole and every part of it;
 - (v) two or more persons includes them jointly and each of them individually; and
 - (vi) an office bearer of a body or Authority includes persons acting in that capacity.
- (d) any provision in favour of or on the part of 2 or more persons benefits or binds them jointly and severally;
- (e) where a list is said to be “including”, it is not limited to those items in the list or to items of a similar kind;
- (f) a reference to time is a reference to Brisbane time; and
- (g) a reference to a part, clause, annexure or schedule is a reference to a part, clause, annexure or schedule in this contract.

Measurement of time

2.2 In relation to time:

- (a) where a period of time runs from a given day or the day of an act or event, it must be calculated exclusive of that day; and
- (b) a day is the period of time commencing at midnight and ending 24 hours later.

Headings and sub-headings

2.3 Headings and sub-headings do not affect the interpretation of this contract.

References to clause

2.4 Unless otherwise stated, a reference to a clause in any Part of this Contract is a reference to a clause in the Part in which the reference occurs.

Disclosure Statement

2.5 The Disclosure Statement is part of this contract and for all purposes it is taken to be

an annexure following on from the last page of Part F – Guarantee and Indemnity.

2.6 You acknowledge that for all purposes the “first statement” (within the meaning of section 213 of the Act) comprises so much of the contents of the Disclosure Statement as are necessary to constitute that first statement and not the entire contents of the Disclosure Statement.

Part E Contract Terms

1 Deposit

Obligation to provide

1.1 When or before this contract becomes legally binding you must provide the Deposit to the Stakeholder by:

- (a) payment;
- (b) Bank Guarantee; or
- (c) Deposit Bond (but only if item 21 of the Contract Schedule indicates that a Deposit Bond will be accepted).

Role of the Stakeholder

1.2 The Stakeholder will hold any funds paid by way of Deposit, or paid upon call of a Bank Guarantee or Deposit Bond, in trust until either you or we become entitled to them under this contract or at law.

Failure to provide

1.3 If you fail to provide the Deposit or you pay it by cheque that is dishonoured, then we may, in addition to pursuing any other remedy we have, recover any unpaid amount of the Deposit as a liquidated debt and ensure it is paid to the Stakeholder.

Investment

1.4 If the Deposit is provided by way of payment, or is paid upon call of a Bank Guarantee or Deposit Bond, the Stakeholder is authorised to invest the funds in its name in an interest bearing account with a Bank we specify at the risk of the person eventually entitled to receive it. Any interest paid on such investment must be held by the Stakeholder in trust until either you or we become entitled to it under this contract or at law. The interest will not be held by the Stakeholder by way of deposit but under an unrelated trust and under no circumstances will we be entitled to

receive any of the interest before this contract is settled or cancelled.

Income tax arrangements

1.5 For income tax purposes:

- (a) we and you must give the Stakeholder our respective tax file numbers and other information reasonably required by the Stakeholder;
- (b) the person entitled to the interest on the Deposit must:
 - (i) bear the reasonable costs of preparing any necessary tax return; and
 - (ii) pay any income tax assessed on that return or otherwise payable in respect of the interest; and
- (c) the Stakeholder is authorised to deduct from the interest and the Deposit such costs and income tax.

Entitlement to receive

1.6 Entitlement to receive the Deposit and any interest on its investment will be determined with reference to the following principles:

Circumstance	Deposit	Interest
This contract is settled	Us	We both share equally
This contract is cancelled without fault on your part	You	You
This contract is cancelled because of fault on your part	Us	Us

Maximum permitted deposit

1.7 Under no circumstances is the Deposit to exceed 10% of the Price before settlement of

the contract. If we allow you a discount or we agree to reduce the Price for any reason, or any circumstance arises which could lead to the Deposit exceeding 10% of the Price before settlement, then such discount, reduction or circumstance will be conditional upon settlement. If for any reason that condition cannot operate, then you will immediately be entitled to a refund of any moneys that would otherwise result in the 10% being exceeded or to reduce any Bank Guarantee or Deposit Bond to an amount equal to 10% of the actual price you are obliged to pay for the Property.

Bank Guarantee or Deposit Bond replacement

- 1.8 If before settlement of this contract we determine on reasonable grounds that a Bank Guarantee or Deposit Bond is no longer acceptable to us, then we may require you by notice in writing to pay the Deposit to the Stakeholder in lieu of or in exchange for the Bank Guarantee or Deposit Bond.

Calls under Bank Guarantee or Deposit Bond

- 1.9 If we call for payment under a Bank Guarantee or Deposit Bond, then the payment must be made to the Stakeholder and not to us.

2 Balance of the Price

You must pay the Balance of the Price on the Settlement Date.

3 Conditions precedent

The Conditions

- 3.1 This contract is conditional on the following Conditions Precedent being satisfied on or before the Sunset Date:
- (a) completion of the Building;
 - (b) registration of the Building Plan and Community Management Statement by the registrar; and
 - (d) issue of a certificate of classification under the *Building Act 1975* for the Building.

Extension of Sunset Date

- 3.2 We may extend the Sunset Date by up to 6 months if completion of the Building or any part of the Building is delayed due to circumstances beyond our control.

Our obligations

- 3.3 We must do everything reasonably necessary to satisfy the Conditions Precedent on or before the Sunset Date.

Our right to cancel the contract

- 3.4 If an Authority refuses to grant or revokes any necessary permit, approval or sealing or imposes any condition on any necessary permit, approval or sealing for the Building, Building Management Statement, Building Plan or Community Management Statement that prevents us from satisfying a Condition Precedent, or in the case of any condition, that we are unable or unwilling to comply with, then we may cancel this contract.

Our right to waive compliance

- 3.5 We may not waive compliance with any of the Conditions Precedent.

Rights if not satisfied

- 3.6 If the Conditions Precedent are not satisfied by the Sunset Date, then we or you may cancel this contract, but we may only cancel it if we have complied with clause 3.3.

4 Pre-sale condition

Must be sufficient pre-sales

- 4.1 If we are unable to obtain sufficient pre-sales of apartments in the Building by the Finance Date to obtain construction finance for the Building on terms reasonably satisfactory to us, then we may cancel this contract.

Your rights on cancellation

- 4.2 In that event you will be entitled to a refund of the Deposit, plus any accrued interest, or return of any Bank Guarantee or Deposit Bond, but you will not have any other claim against us.

5 Finance condition

- 5.1 This contract is conditional on you obtaining Finance.
- 5.2 You must use your best endeavours to obtain Finance before the Finance Date.
- 5.3 If, despite your best endeavours, you are not able to obtain Finance, then, before the Finance Date, you may cancel this contract by notice in writing to us.
- 5.4 If you do not cancel this contract in accordance with clause 5.3, then you will be

bound by it and this Finance condition will cease to apply.

- 5.5 This clause is for your benefit and can only be waived by you.

6 Construction of the Building

Our obligation

- 6.1 We must construct the Building, substantially in accordance with the Plans and Schedule of Finishes in a good and workmanlike manner.

Completed Property

- 6.2 Subject to clause 6.4, we must ensure that the Property when completed is substantially the same as the relevant lot and car space shown on the Plans.

Right to change the Building

- 6.3 We may change the number, configuration or design of proposed lots (other than the Property) or the design of the Building. If we decide to make the change and you are materially prejudiced by it, then you cannot cancel this contract but you may ask us to pay you reasonable compensation. If we make the change because of the requirements of an Authority, then you cannot ask for compensation even if you are materially prejudiced.

Right to change the property

- 6.4 We may change the Property in the following ways:

- (a) there may be up to 4% difference between the size of the lot and/or part lot comprising the Property as constructed and the size of the lot shown on the Plans;
- (b) aspects of the internal layout may be changed slightly to accommodate the contingencies of design and building; and
- (c) items in the Schedule of Finishes may be replaced by items of a similar quality that have non-material affect on the colour scheme you have chosen.

Your right to compensation

- 6.5 If we do not comply with clauses 6.1 or 6.2 you cannot cancel this contract but you may ask us to pay you reasonable compensation.

Our rights in response

- 6.6 If you ask us to pay you reasonable compensation under clauses 6.1, 6.2 or 6.3 then:

- (a) you must do so at least 7 days before the Settlement Date;

(b) we may:

- (i) elect to fix the thing complained of before or after settlement but in either case within a reasonable time; or
 - (ii) give you notice of our intention to cancel this contract and if within 2 days of you receiving that notice you do not in writing withdraw your request for compensation we may cancel the contract; and
- (c) if there is any dispute about the amount of compensation, then it must be settled by an arbitrator appointed by the President of the Queensland Law Society Inc, but settlement of this contract will not be delayed by that arbitration.

Access before settlement

- 6.7 We will give you access to the Property at least 10 days before the Settlement Date so you can satisfy yourself that we have complied with this clause 6.

Risk

- 6.8 The Property is at our risk until the Date of Possession. If the Building or the Property are destroyed or substantially damaged before the Date of Possession, then we may cancel this contract.

7 Defects warranty

Your obligation to settle

- 7.1 You must not refuse to settle this contract or withhold any part of the Balance of the Price because of any defect in the Building, the Property or any chattels or fixtures in the Building or the Property whether due to defective materials, workmanship or any other cause.

Our obligation to fix

- 7.2 We must fix defective work or materials relating to the Property that you tell us about within the Defects Period. However, we need not fix:
- (a) scratches, chips, dents or marks on any surface, covering or item unless you notify us about them before you take possession of the Property; and
 - (b) concrete paths, slabs, garage floors, driveways, patios, terraces, tiled areas or other exposed concrete surfaces that develop cracks or other damage due to temperature changes or normal settlement.

Limitations on our obligation

- * 7.3 We need not fix faults in chattels or fixtures in the Property where they are the subject of manufacturer's warranties. However, so far as we are able, we will transfer all manufacturer's warranties we have for those chattels and fixtures provided you do anything required by you to complete such transfers.

Disputes about defects

- 7.4 Any dispute relating to this defects warranty must be referred to our architect to decide as an expert and whose decision will be final and binding.

8 Settlement

Time for settlement

- 8.1 You must settle this contract 14 days after the day we notify you that all of the Conditions Precedent are satisfied and you must not settle before those 14 days expire. Settlement must occur at or before 4.00pm on the fourteenth day at the place we notify, or in the absence of that notification:

- (a) at the Brisbane office of any first mortgagee; or
- (b) if there is no mortgagee, at the Default Place for Settlement.

Payment on settlement

- 8.2 You must pay the Balance of the Price on settlement.

What must we give you on settlement?

- 8.3 We must give you the following on settlement:
- (a) vacant possession of the Property;
 - (b) a certificate of title for the Property, but only if one issues;
 - (c) a copy of the Certificate of Classification for the Building;
 - (d) the Transfer Documents; and
 - (e) the keys, codes or devices to enable you to access the Property.

Preparation of Transfer Documents

- 8.4 You or the Buyer's Solicitor must prepare the Form 1 transfer and give it to us a reasonable time before the Settlement Date. If requested, we will lend the Form 1 transfer to the Buyer's Solicitor so that it can be stamped on their undertaking to use it only for that purpose and to return it to us or the Seller's Solicitor before settlement. If there is no Buyer's Solicitor, then, if requested and upon payment of the normal production fee, we arrange for the Seller's Solicitor to take the

Form 1 transfer and meet you or your representative at the Office of State Revenue so that you can have it stamped.

Collection of keys, etc.

- 8.5 Despite clause 8.3(e), it will be sufficient if we make the keys, codes or devices available for collection by you from the Agent.

Time of the essence

- 8.6 Time is of the essence of this contract.

Interest on overdue payments

- 8.7 You must pay us interest on any overdue payments (including the Balance of the Price) at 14% per annum from the date the payment was due until the date on which it is paid, but this does not mean we have to agree to extend any date on which a payment is due.

9 Adjustments

Date of adjustment

- 9.1 Rates, Body Corporate Levies, Body Corporate insurance costs and land tax will be payable by us until the Date of Possession, after which they will be payable by you and an adjustment will be made on settlement.

Adjustment of rates and levies

- 9.2 Rates and Body Corporate Levies will be adjusted:
- (a) if they are paid, on the amount actually paid; or
 - (b) if they are not paid, on the amount payable before any discount is taken into account.

Where no separate rate assessment

- 9.3 If a separate assessment for Rates has not issued then the Seller's Solicitor, acting reasonably, will determine the basis on which Rates will be adjusted.

Adjustment of insurance costs

- 9.4 The amount we pay for insurances we affect on behalf of the Body Corporate will also be adjusted. The amount to be adjusted will be determined by means of the following formula:

$$(A \times B) \div C$$

Where:

A = the amount we pay for the insurances;
B = the contribution schedule lot entitlement of the lot or lots comprising the Property; and

C = the aggregate contribution schedule lot entitlement for the Community Titles Scheme.

Adjustment of land tax

9.5 Land tax will be adjusted as at midnight on 30 June preceding the date of adjustment on the basis that we owned the Property (or the Parcel) and no other land. If at the time of the adjustment the Property has not been separately valued, then the adjustment is to be made on the amount to be determined by means of the following formula:

$$(A \times B) \div C$$

Where:

A = the unimproved value for land tax purposes of the Parcel on 30 June preceding the date of adjustment;
B = the contribution schedule lot entitlement of the lot or lots comprising the Property; and
C = the aggregate contribution schedule lot entitlement for the Community Titles Scheme.

Valuation of multiple parcels

9.6 If the relevant valuation includes land other than the Parcel, then for the purpose of the calculation in clause 9.5, "A" will be determined on a proportionate area basis or other more appropriate basis determined by the Seller's Solicitor, acting reasonably.

Our obligation to pay on assessment

9.7 If any adjustment is made in our favour on an unpaid basis, we will promptly pay the levy or assessment when it is made by the appropriate authority. You may not make any deduction from the Balance of the Price or require retention of any moneys in respect of such an adjustment. If when such levy or assessment issues it is apparent that the adjustment was made on an amount materially different to the amount levied or assessed, then either you or we may require a re-adjustment.

10 Title

Type of title

10.1 The title to the Property will be under the Act and the Title Act.

Your acceptance of title

10.2 You must accept Title subject to:

- (a) the Act;
- (b) the Community Management Statement;

(c) easements benefiting or burdening the Property or the Parcel, including those for –

- (i) the passage or provision of services;
- (ii) lateral and/or subjacent support; and
- (iii) projections from the Parcel over adjoining properties or over the Parcel from adjoining properties;

- (d) any transfer, lease, easement or other right over the Parcel (whether existing or not) to an Authority, Telstra or similar entity;
- (e) any notification, easement or restriction (other than a mortgage) reasonably required to satisfy an Authority as a condition to the grant of any approval or the registration of any plan or document;
- (f) any Encumbrance affecting the Property or the Parcel (other than a mortgage or charge); and
- (g) anything described or referred to in the Disclosure Statement.

What you cannot complain about

10.3 Subject to your rights under the Act, you must not complain about:

- (a) any minor changes to lot entitlements or aggregate lot entitlements from those shown in the Disclosure Statement;
- (b) the allocation of any car parking space, courtyard or storage area, being part of the common property, to you or other lot owners by way of lease, licence, exclusive use by-law or occupation authority;
- (c) any minor variation to the Property, Building or common property;
- (d) any decision to change the name of the Building or Community Titles Scheme;
- (e) any changes to the by-laws in the Community Management Statement recommended by the Seller's Solicitor; and
- (f) any other changes to documents in the Disclosure Statement that are specifically provided for in the Act or this contract or which are reasonably required because of a change in the law.

Requisitions or objections not permitted

10.4 Subject to your rights under the *Property Law Act 1974* you may not make any requisitions or objections to title.

Your acknowledgments

10.5 If the Property is residential property within the meaning of the *Property Agents and Motor Dealers Act 2000*, then you acknowledge that:

- (a) when this contract was given to you:
 - (i) its first or top page comprised a “warning statement” as required by section 366 of the *Property Agents and Motor Dealers Act 2000*; and
 - (ii) the next page comprised an “information sheet” as required by section 213(5A) of the Act;
- (b) we complied in all respects with section 213(5A) of the Act and the relevant section of the *Property Agents and Motor Dealers Act 2000* referred to in that subsection; and
- (c) before you signed this contract we or the Agent gave you:
 - (i) a form of disclosure under section 138 of the *Property Agents and Motor Dealers Act 2000*; and
 - (ii) a Disclosure Statement, which incorporated the statement required by section 21 of the *Land Sales Act 1984*.

10.6 If the Property is not residential property within the meaning of the *Property Agents and Motor Dealers Act 2000*, then you acknowledge that:

- (a) when this contract was given to you its first or top page comprised an “information sheet” as required by section 213(5) of the Act;
- (b) we complied in all respects with sections 213(5) and 213A of the Act; and
- (c) before you signed this contract we or the Agent gave you a Disclosure Statement, which incorporated the statement required by section 21 of the *Land Sales Act 1984*.

10.7 You acknowledge that:

- (a) in entering into this contract you have not relied upon any statement or representation we or our agent made to you, other than as set out in this contract or the Disclosure Statement; and
- (b) all information that we gave you in brochures or models for the proposed development is indicative only and was not relied on by you.

11 Default by you

Your failure

11.1 If you do not comply with a provision of this contract:

- (a) you indemnify us for any loss we suffer as a result; and

(b) we may affirm or terminate this contract.

Our choices

11.2 If we choose to:

- (a) affirm this contract, then we may sue you for damages or specific performance or both; or
- (b) if we choose to terminate this contract, then we may do all or any of the following:
 - (i) keep the Deposit and accrued interest and sue you for damages;
 - (ii) if you are in possession of the Property, take possession; and
 - (iii) re-sell the Property in a way and on the terms we think fit.

Position on a re-sale

11.3 We may retain any profit on a re-sale. Any deficiency on a re-sale, including all costs and expenses relating to this sale, any re-sale or attempted re-sale, no matter how and for what they are incurred, can be recovered by us from you as liquidated damages. Legal costs will be recoverable on a solicitor and own client basis.

12 Your status

Not as trustee

12.1 You warrant to us that you are not buying the Property as an undisclosed trustee of a trust.

Guarantee required

12.2 If you are a company or trustee, then we are not bound by this contract until your performance has been guaranteed by one or more persons acceptable to us.

If you are a disclosed trustee

12.3 If you are buying the Property as a disclosed and acceptable trustee of a trust, then

- (a) you warrant to us that you:
 - (i) are the sole trustee of the trust;
 - (ii) have the power to enter into this contract;
 - (iii) enter into this contract solely for the benefit of the beneficiaries of the trust;
 - (iv) have done everything necessary to ensure you are entitled to indemnity from the trust against liability under this contract;
 - (v) will not do anything to prejudice that right of indemnity;
 - (vi) will give us copies of all relevant trust documentation if we request them; and

- (vii) will not allow variation of the trust or any re-settlement or advance or distribution of capital before settlement of this contract; and
- (b) you are personally liable under this contract.

Your FIRB status

12.4 You warrant to us:

- (a) the accuracy of your Residential Status; and
- (b) if you are a non-resident of Australia for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (Cwlth) that one of the following applies:
 - (i) consent under that Act is not required for you to buy the property; or
 - (ii) you have consent under that Act to buy the Property; or
 - (iii) you have received from us a copy of a consent under that Act to sell up to 50% of the units in the Building to non-residents of Australia.

Reporting requirements

12.5 If clause 12.4(b)(iii) applies, you acknowledge that we are required to make annual reports under the *Foreign Acquisitions and Takeovers Act 1975* (Cwlth) and that you consent to your information being included in those reports

13 General provisions

Obligation to pay costs

13.1 Except for stamp duty and registration fees, we must each pay our own costs relating to this contract. Stamp duty, including any penalties, must be paid by you. Registration fees on the transfer must also be paid by you, but we will pay all other registration fees. On settlement we may require you to prove to us that you have paid the stamp duty and if you do not do this, then you must pay us the amount of stamp duty on settlement and we will pay it to the Commissioner of Stamp Duties.

Non-merger

13.2 A provision of this contract that can have effect after settlement and registration of the Transfer Documents continues to have effect notwithstanding settlement and registration.

Applicable law

13.3 Queensland law applies to this contract.

Extension of time

13.4 If something has to be done on a day that is not a Business Day, then that thing must be done on the next Business Day.

Prohibition on caveats

13.5 You must not lodge a caveat over the Parcel or any land containing the Parcel, but you may lodge a caveat over the lot comprising the Property after registration of the Building Plan.

Prohibited assignment

13.6 You must not assign your interest under this contract, although you may re-sell the Property.

Our right to transfer

13.7 We may transfer our interest in the Parcel at any time provided we ensure that, at our cost, a deed of covenant in terms reasonably acceptable to the Seller's Solicitor is entered into by the transferee and you. You must enter into that deed if requested by us.

Outstanding consents

13.8 If any consent is required for this sale or the performance of any term of this contract, then this contract is conditional on that consent being obtained and we must take all reasonable steps to obtain that consent. You must assist us where necessary. If the consent is not granted by the Settlement Date then either of us can cancel this contract.

Severance

13.10 Any void, voidable or illegal term of this contract may be severed unless to do so will be contrary to public policy or will result in a change to the basic nature of this contract.

Service of notices

13.11 Any notice under this contract must be in writing but may be given by and to our respective solicitors. It must be delivered, sent by mail or faxed to the relevant address in the Contract Schedule or any substituted address and is taken to be given:

- (a) if delivered - when delivered;
- (b) if sent by mail – 3 Business Days from the date it was posted, unless the position is otherwise; and
- (c) if faxed – when the machine receiving the transmission shows (by transmission report or other recording) that the notice was completely received by that machine.

Further assurance

- 13.12 If anything needs to be done to give further effect to this contract, then we or you must do that thing promptly.

Re-disclosure notices

- 13.13 It is agreed that the 14 day period for re-disclosure referred to in section 214(2) of the Act is extended to the period ending on the day on which we give you the notification referred to in clause 8.1.

14 GST

Price includes GST

- 14.1 Unless you are entitled to an input tax credit in respect to the supply of the Property:
- (a) the Price includes GST; and
 - (b) you are not liable to make any payment in addition to the Price in respect of GST.

Margin scheme to apply

- 14.2 Subject to clause 14.3, it is agreed that the margin scheme, as defined in the GST Law, will apply to the sale of the Property and will be used by us to work out the GST payable in respect of this supply.

Waiver of margin scheme

- 14.3 Before we give you possession of the property we may give you notice that the margin scheme will not apply and in that event the margin scheme will not apply to the sale of the Property and will not be used by us to work out the GST payable in respect of this supply.

Where you are entitled to an input tax credit

- 14.4 If you are entitled to an input tax credit in respect of the supply of Property:
- (a) you may request us to give notice under clause 14.3 and we must do so;
 - (b) the Price excludes any GST; and
 - (c) you must pay, in addition to the Price, an amount equal to the GST for which we are or may become liable in respect of the supply of the Property.

15 Power of Attorney

Grant

- 15.1 From the Settlement Date until 12 months after the date of registration of the Building Plan, you irrevocably appoint us to be your attorney and in our absolute discretion in your name and as your act and deed to do all or any of the things set out in the power of attorney disclosure statement that forms part of the Disclosure Statement.

Exercise

- 15.2 This power of attorney may be exercised by us or by any person who is our director at the time of exercise.

Ratification

- 15.3 You must ratify and confirm any action we take in exercise of this power of attorney.

Obligation to pass on

- 15.4 While this power of attorney is in effect you must not transfer, assign or mortgage the Property unless you first obtain from any transferee, assignee or mortgagee a power of attorney in favour of us in like terms to this power of attorney.

Part F Guarantee and Indemnity

This Part only applies if Item 12 of the Contract Schedule has been completed.

- 1 Guarantee**
- The Guarantors unconditionally and irrevocably guarantee the due and punctual performance of the Buyer's obligations under this contract, including all obligations to pay money.
- 2 Indemnity**
- In addition, the Guarantors indemnify the Seller against all liability or loss (including costs, charges and expenses) arising from a breach by the Buyer of this contract (including an obligation to pay money) and an incorrect or misleading representation or warranty.
- 3 Interest**
- The Guarantors must pay interest on any amount payable under this guarantee at the rate of 14% per annum from the date on which such amount is payable until the date of payment.
- 4 Continuing security**
- This guarantee and security is a continuing security and is not affected by any payment. The Guarantors acknowledge that the Seller is not obliged to commence proceedings against the Buyers or enforce any rights against any person before claiming under this guarantee and indemnity.
- 5 Effectiveness of obligations**
- The Guarantors' obligations and the rights of the seller are not affected by anything that might otherwise affect them at law or in equity. This includes, without limitation:
- (a) the granting of time or indulgence;
 - (b) compounding, compromising or releasing;
 - (c) acquiescence, delay, acts, omissions or mistakes;
 - (d) variations or novations of a right;
 - (e) changes to this contract;
 - (f) settlement of this contract; or
 - (g) invalidity or unenforceability of any obligation or liability.
- 6 Assignment by the Seller**
- The Seller may assign its rights under this guarantee and indemnity.
- 7 Set-offs or counter claims**
- The Guarantors may not raise any set-off or counter claim in reduction of its liability under this guarantee and indemnity until the contract is cancelled or all moneys are paid to the Seller, whichever first occurs.
- 8 Reimbursement for costs**
- The Guarantors must pay or reimburse the Seller (as a first charge) for:
- (a) all costs, charges and expenses (including legal costs on a solicitor and own client basis) incurred in enforcing this guarantee and indemnity; and
 - (b) all stamp duties, fees, taxes and charges payable in relation to this guarantee and indemnity or any payment, receipt or other transaction related to it.
- 9 Acknowledgment by Guarantors**
- The Guarantors acknowledge that they have read this contract and the Disclosure Statement and at the time of signing this contract as Guarantors they were aware of their contents.