



# Information Memorandum

7/3 Barnett Place Molendinar QLD

Eurika Musca

P O Box 490 Miami QLd 4220

0410 319 299

[eurika@nscgc.com.au](mailto:eurika@nscgc.com.au)



Summary

Property Address: 7/3 Barnett Place Molendinar QLD 4215  
Property Type: Lot 7 BUP 3072  
Property Usage: Industrial (Gold Coast) Low Impact Industry  
Body Corporate: Barnett Business Park CTS 2572  
Lot Entitlement: 1

Description

Perfect property for owner occupier or investor, situated within minutes to the M1 and Smith Street.

2 Parking Bays, 100sqm, Office Area and Large open warehouse, the property is secured with electronic gates at entrance of complex. Own amenities, toilet and kitchenette,

Outgoings:

Council Rates	\$3,886.16 pa
Water Rates	\$ 290.39 pq
Strata Levy	\$1600.00 incl GST pq
Year Built	1993

Rental Income:

\$21,180.92 Rent pa
\$ 9,509.00 Outgoings pa
Lease Expires: 31 March 2025
Nil Option
Market Review.

## Tenancy Schedule

Barnett Business Park CTS 2572  
7/3 Barnett Place, Molendinar, QLD  
as of 01 Nov 2024

Page: 1  
Date: 01/11/2024  
Time: 04:45 am  
Property ID: BARNETT7

Lease Details			Lease Terms			Current Charges					Parking	Rent Review		
Unit	Lease Code	Tenant / Lease Name	Start	Expiry	NLA (m²)	Account Description	Effective	(\$ Per m²)	(\$ Monthly)	(\$ Annual)	Spaces	Date	Description	Type
07	GGRENTALS	G and G Rentals Pty Ltd	01/10/2023	31/03/2025	100.00	1001 Commercial Rent	01/10/2024	211.81	1,765.08	21,180.92	2	01/04/2025	Market Review	Commercial
Unit 7			Term:	1Y 6M		2301 Variable Outgoings	01/07/2024	95.09	792.42	9,509.00	0			Rent
			Option:			Total		306.90	2,557.49	30,689.92				

**Primary Contact**    Name    Gabriel Marconi Da Rocha  
gmarconin@hotmail.com  
0451 348 232

Total Net Lettable Area m²	100.00	1001 Commercial Rent	211.81	1,765.08	21,180.92	Leased Bays :	2
Vacant Area m² (0.00%)	0.00	2301 Variable Outgoings	95.09	792.42	9,509.00	Vacant Bays :	0
Common Area m²	100.00	Property Total	306.90	2,557.49	30,689.92	Total Bays :	2



# Expression of Interest



Eurika Musca  
eurika@nscgc.com.au  
0410 319 299

Property: 7/3 Barnett Place Molendinar QLD

Buyer 1

- Full Name: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Address: \_\_\_\_\_
- Email: \_\_\_\_\_

Buyer 2

- Full Name: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Address: \_\_\_\_\_
- Purchase Price: \$ \_\_\_\_\_
- Initial Deposit: \$ \_\_\_\_\_ Payable: \_\_\_\_\_
- Balance Deposit \$ \_\_\_\_\_ Payable: \_\_\_\_\_
- Solicitor Details: \_\_\_\_\_

Subject To:

- Finance: Yes / No Terms \_\_\_\_\_ Days from the date of contract
- Building & Pest: Yes/No Terms \_\_\_\_\_ Days from the date of contract
- Settlement: \_\_\_\_\_ Terms \_\_\_\_\_ Days from the date of contract
- Additional Special Conditions: \_\_\_\_\_

\_\_\_\_\_



CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 49860618  
Search Date: 01/11/2024 08:12

Title Reference: 18601168  
Date Created: 10/09/1993

Previous Title: 17482218

REGISTERED OWNER

Dealing No: 711076527 10/10/2007

RICHARD EDMUND HURST

ESTATE AND LAND

Estate in Fee Simple

LOT 7 BUILDING UNIT PLAN 13072  
Local Government: GOLD COAST  
COMMUNITY MANAGEMENT STATEMENT 2572

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 11975164 (POR 5A)

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

\*\* End of Current Title Search \*\*

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2024]  
Requested By: D-ENQ INFOTRACK PTY LIMITED

Notice number  
2 1190838 9

Date of issue  
22 July 2024

R E Hurst  
Unit 7 / 3 Barnett Place  
MOLENDINAR QLD 4214

Current rating period:  
1 July 2024 to 31 December 2024  
**\$1,943.08**  
*(see back for payment options)*

Due date for payment:  
**22 August 2024**  
Total amount payable after due date:  
**\$2,084.68**  
*(interest penalty applies after due date)*

UNIT 7, 3 Barnett Place, MOLENDINAR QLD 4214  
Lot 7 BUP13072  
Payments received after 4 July 2024 may not be included on this notice.

State Government and associated charges	<i>(see rate assessment page for details)</i>	\$296.80
Council rates and charges	<i>(see rate assessment page for details)</i>	\$1,787.88
Less 10% Council discount on GENERAL RATE if full payment received by the due date		\$141.60CR
Amount payable if paid by: 22 August 2024		\$1,943.08

To view your rating category statement and other rate notice inserts online,  
visit [cityofgoldcoast.com.au/inserts](http://cityofgoldcoast.com.au/inserts)

To make a **voluntary** contribution towards the acquisition and enhancement of the City's koala habitat, please use the BPAY® details on the reverse.

CITY OF  
**GOLDCOAST™**

In Person / Mail Payment Advice  
Name: R E Hurst  
Ref: 2 1190838 9

\*419 211908389  
Credit

BPOINT  
Bill Payment

Supported by the  
**Commonwealth Bank**  
Commonwealth Bank of Australia  
ABN 48 123 123 124

Bill Code: 575217  
Ref: 2 1190838 9

Date  
/ /  
Cash  
Cheques (see reverse)

Total Amount Payable  
If paid by: 22 August 2024  
**\$1,943.08**

Total Amount Payable  
If paid after: 22 August 2024  
**\$2,084.68**

Teller stamp and initials

No. of Cheques

For Credit  
**Gold Coast City Council**  
Tran Code  
8 3 1  
User ID  
0 6 6 6 8 4  
Customer Reference No.  
0 0 0 0 0 2 1 1 9 0 8 3 8 9 5  
\$

+ 7 5 7 +

Current rating period 1 July 2024 to 31 December 2024

**CHARGES CONSOLIDATED ON RATE NOTICE**  
UNIT 7, 3 Barnett Place, MOLENDINAR QLD 4214  
Lot 7 BUP13072

**DETAILS OF STATE GOVERNMENT AND ASSOCIATED CHARGES**

VOLUNTEER FIRE BRIGADE	
Volunteer Fire Brigade Separate Charge	\$1.00
EMERGENCY MANAGEMENT	
INDUSTRY - LIGHT (floor area 51-500m2) 1 @ \$295.80	\$295.80
<b>TOTAL OF STATE GOVERNMENT AND ASSOCIATED CHARGES</b>	<b><u>\$296.80</u></b>

**DETAILS OF COUNCIL RATES AND CHARGES**

OPEN SPACE INCLUDING KOALA HABITAT	
Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge	\$30.50
WASTE MANAGEMENT	
PART A - Waste Management Utility Charge (General)	\$170.58
PART B - Waste Management Utility Charge (State Waste Levy Cost Component)	\$44.88
RECYCLING	
Recycling Utility Charge	\$5.82
GENERAL RATE	
CATEGORY 4E - Commercial 2 \$131,667 AV @ \$0.005965665 (minimum amount applied)	\$1,416.00
RECREATIONAL SPACE	
Recreational Space Separate Charge	\$15.10
CITY TRANSPORT	
City Transport Improvement Separate Charge	\$105.00
<b>TOTAL OF COUNCIL RATES AND CHARGES</b>	<b><u>\$1,787.88</u></b>

**2 1190838 9**  
**R E Hurst**

**Optional: Annual Rate Payment**  
**for Period 1 July 2024 to 30 June 2025**

OPENING BALANCE OF YOUR RATE ACCOUNT	RATES BILLED FOR THIS JULY TO DECEMBER	RATES BILLABLE FOR NEXT JANUARY TO JUNE	REDUCTIONS TO CHARGES (FOR 12 MTHS)	DISCOUNT AVAILABLE	ANNUAL AMOUNT PAYABLE BY <b>22 August 2024</b>
\$0.00	\$2,084.68	\$2,084.68	\$0.00	\$283.20CR	\$3,886.16



# M.C.S

MASON · COUSINS · STORRIE

BODY CORPORATE SERVICES

M.C.S Body Corporate Services Pty Ltd **ABN 29 656 722 888**

**admin@mcsbcs.com.au | (07) 5600 1839**

25C/207 Currumburra Road

Ashmore QLD 4214

P O Box 9279 GCMC

Bundall QLD 9726

*Body Corporate and Community Management Act 1997*

## NOTICE OF CONTRIBUTIONS

ABN 71 037 898 526

Invoice No.

20240901-02100007

Mr R Hurst  
7/3 Barnett Place  
MOLENDINAR QLD 4214

Date of Notice	24 July 2024		
A/c No	7		
Lot No	7	Unit Number	7
Contrib Ent.	1		
Interest Ent.	1		

Body Corporate for

## BARNETT BUSINESS PARK CTS 2572












Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund	01/09/24 to 28/02/25	<b>01/09/2024</b>	\$1,100.00	\$0.00		\$1,100.00
Sinking Fund	01/09/24 to 28/02/25	<b>01/09/2024</b>	\$500.00	\$0.00		\$500.00
Totals			\$1,600.00	\$0.00		<b>\$1,600.00</b>

**Interest at the rate of 12.00% per annum (1.00% per month) is payable on overdue Levies.**

**Please make cheques payable to: StrataPay plus your StrataPay Reference Number**

Teller stamp and initials		Amount Paid \$ Date Paid / /
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### Payment Options

	Tel: 1300 552 311 Ref: 1225 4630 1	Telephone: Call this number to pay by credit card. International: +613 8648 0158	
	www.stratamax.com.au Ref: 1225 4630 1	Internet: Make credit card payments online Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 1225 4630 1	Direct Debit: Make auto payments from your credit card or bank account. Visit stratapay.com/ddr to register	
	Billers Code: 74633 Ref: 1225 4630 1	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.	
	Billpay Code: 3599 Ref: 1225 4630 1	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1225 4630 1	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 1225 4630 1 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

**1225 4630 1**

Amount

**\$1,600.00**

Due Date

**01 Sep 24**

MCS Body Corporate Services  
2572/02100007 Lot 7/7

Mr R Hurst  
7/3 Barnett Place  
MOLENDINAR QLD 4214



\*3599 122546301

All payments made through StrataPay payment options are subject to User Terms and Conditions available at [www.stratapay.com](http://www.stratapay.com) or by calling 1300 135 610 or email [info@stratapay.com](mailto:info@stratapay.com). By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

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25C/207 Currumburra Road

Ashmore QLD 4214

P O Box 9279 GCMC

Bundall QLD 9726

05 November 2024

BARNETT BUSINESS PARK CTS 2572

Not registered for GST

ABN: 71 037 898 526

North Shore Commercial GC

PO BOX 490

MIAMI QLD 4220

Ref Eurika Musca

Re Lot 7 BARNETT BUSINESS PARK CTS 2572

Fee 150.00 Paid

RE: DISCLOSURE STATEMENT

Dear Sir/Madam

As Body Corporate Manager with delegated powers of the Secretary for the Body Corporate for the above building we have attached the Disclosure Statement to meet the requirements of Section 206 the Body Corporate and Community Management Act 1997.

Please contact our office if you have any queries relating to this matter.

Yours faithfully

BODY CORPORATE MANAGER

Body Corporate and Community Management Act 1997  
Section 206  
INFORMATION FOR DISCLOSURE STATEMENT

as at 05 November 2024

Body Corporate	Name of Scheme:	<b>BARNETT BUSINESS PARK</b>		
	Community Titles Scheme No:	<b>2572</b>		
	Lot Number:	<b>7</b>	Plan Number:	<b>13072</b>

Secretary	Name	<b>Jayson Matthews</b>
	Address	

Telephone

Body Corporate Manager	Name	<b>MCS Body Corporate Services</b>
	Address	<b>P O Box 9279 GCMC 9726 QLD</b>

Telephone **07 5600 1839**

**Contributions  
and Levies**

Levies Determined by the Body Corporate for this Lot

Administrative Fund	Amount	Due Date	Discount	If Paid By
01/09/24 to 28/02/25	\$1,100.00	01/09/24	Nil	01/09/24
01/03/25 to 31/08/25	\$1,200.00	01/03/25	Nil	01/03/25
01/09/25****28/02/26	\$1,150.00	01/09/25	Nil	01/09/25
Sinking Fund	Amount	Due Date	Discount	If Paid By
01/09/24 to 28/02/25	\$500.00	01/09/24	Nil	01/09/24
01/03/25 to 31/08/25	\$500.00	01/03/25	Nil	01/03/25
01/09/25****28/02/26	\$500.00	01/09/25	Nil	01/09/25

**Special Levies**

Improvements on Common Property for which Buyer will be Responsible	Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
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Body Corporate Assets Required to be Recorded on Register	<b>There are no assets required to be recorded.</b>
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**Committee**

Body Corporate and Community Management Act 1997  
Section 206  
INFORMATION FOR DISCLOSURE STATEMENT (continued)

Information  
prescribed under  
Regulation  
Module

Signing

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Buyers  
Acknowledgement

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Lot Entitlements  
and Other  
Matters

Interest Schedule	Aggregate	10	Entitlement of Lot	1.0000
Contribution Schedule	Aggregate	10	Entitlement of Lot	1
Balance of Sinking fund at end of last Financial Year		9,183.77	as at	31/08/24
Insurance Levies not included in Administrative Fund Levies:		See Other Levies		
Monetary Liability under Exclusive Use By-Law				

## Additional Information

### Other Levies

Amount

Due Date

Discount

If Paid By

### Insurance

#### Type/Name of Insurer

#### Policy Number

#### Sum Insured

#### Renewal Date

*AUDIT EXPENSES*

CS0006090837

25,000.00

01/09/25

CHU Underwriting Agencies

*BUILDING*

CS0006090837

1,868,135.00

01/09/25

CHU Underwriting Agencies

*COMMON CONTENTS*

CS0006090837

18,682.00

01/09/25

CHU Underwriting Agencies

*FIDELITY GUARANTEE*

CS0006090837

100,000.00

01/09/25

CHU Underwriting Agencies

*FLOATING FLOORBOARDS*

CS0006090837

Insured

01/09/25

CHU Underwriting Agencies

*LEGAL EXPENSES*

CS0006090837

50,000.00

01/09/25

CHU Underwriting Agencies

*OFFICE BEARERS*

CS0006090837

5,000,000.00

01/09/25

CHU Underwriting Agencies

*OWNERS IMPROVEMENTS*

CS0006090837

250,000.00

01/09/25

CHU Underwriting Agencies

*PUBLIC LIABILITY*

CS0006090837

30,000,000.00

01/09/25

CHU Underwriting Agencies

*RENT LOSS/TEMP ACCOM*

CS0006090837

280,220.00

01/09/25

CHU Underwriting Agencies

*VOLUNTARY WORKERS*

CS0006090837

200,000.00

01/09/25

CHU Underwriting Agencies

*WORKPL/HEALTH/SAFETY*

CS0006090837

100,000.00

01/09/25

CHU Underwriting Agencies

### Mortgages or

### Securities over

### Body Corporate

### Assets

### Latent or Patent

### Defects in

### Common

### Property or Body

### Corporate Assets

### Actual or

### Contingent or

### Expected

### Liabilities of Body

### Corporate

## Additional Information

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Circumstances in  
Relation to  
Affairs of the  
Body Corporate

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Exceptions to  
Statements in  
Clause 7.4(3)



## BARNETT BUSINESS PARK CTS 2572

### BALANCE SHEET

AS AT 05 NOVEMBER 2024

	ACTUAL 05/11/2024	ACTUAL 31/08/2024
<b><u>BODY CORPORATE FUNDS</u></b>		
Administrative Fund	1,495.43	4,180.72
Sinking Fund	13,276.27	9,183.77
<b><u>TOTAL</u></b>	<b><u>\$ 14,771.70</u></b>	<b><u>\$ 13,364.49</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>ASSETS</u></b>		
Cash At Bank	14,668.20	13,012.02
Prepaid Expenses-Admin	0.00	11,448.97
Arrears Collection	103.50	103.50
<b><u>TOTAL ASSETS</u></b>	<b><u>14,771.70</u></b>	<b><u>24,564.49</u></b>
<b><u>LIABILITIES</u></b>		
Levies In Advance	0.00	11,200.00
<b><u>TOTAL LIABILITIES</u></b>	<b><u>0.00</u></b>	<b><u>11,200.00</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 14,771.70</u></b>	<b><u>\$ 13,364.49</u></b>

## BARNETT BUSINESS PARK CTS 2572

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2024 TO 05 NOVEMBER 2024

	ACTUAL 01/09/24-05/11/24	ACTUAL 01/09/23-31/08/24
<b><u>ADMINISTRATIVE FUND</u></b>		
<b><u>INCOME</u></b>		
Levies Billed	11,000.00	20,000.00
<b><u>TOTAL INCOME</u></b>	<b>11,000.00</b>	<b>20,000.00</b>
<b><u>EXPENDITURE</u></b>		
Bank Charges--With Gst	29.25	55.87
Electrical Inspection	180.00	0.00
Fire Protection	335.50	445.80
Grounds-Lawns	0.00	660.00
Insurance-Premiums	11,448.97	8,975.10
Insurance-Valuation	487.00	0.00
Management Fees--Standard	425.01	1,700.04
Management Fees - Additional	222.56	1,714.03
Management Fees - Disbursement	237.51	950.04
Tax Return Preparation	275.00	275.00
Stratamax Program Licence	44.49	175.71
<b><u>TOTAL EXPENDITURE</u></b>	<b>13,685.29</b>	<b>14,951.59</b>
<b><u>SURPLUS/(DEFICIT)</u></b>	<b>\$ (2,685.29)</b>	<b>\$ 5,048.41</b>
Opening Balance	4,180.72	(867.69)
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 1,495.43</b>	<b>\$ 4,180.72</b>



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## BARNETT BUSINESS PARK CTS 2572

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2024 TO 05 NOVEMBER 2024

	ACTUAL	ACTUAL
	01/09/24-05/11/24	01/09/23-31/08/24
<b><u>SINKING FUND</u></b>		
<b><u>INCOME</u></b>		
Levies Billed	5,000.00	10,500.00
Special Levy Billed	0.00	16,274.50
<b><u>TOTAL INCOME</u></b>	<b>5,000.00</b>	<b>26,774.50</b>
<b><u>EXPENDITURE</u></b>		
Consultancy	0.00	2,145.00
Fire Equipment	753.50	0.00
Garage Doors	0.00	7,400.00
Grounds- Gate Installation	0.00	12,035.00
Gate Repair/Maint	154.00	2,209.03
Workplace Health & Safety Rep	0.00	4,892.32
<b><u>TOTAL EXPENDITURE</u></b>	<b>907.50</b>	<b>28,681.35</b>
<b><u>SURPLUS/(DEFICIT)</u></b>	<b>\$ 4,092.50</b>	<b>\$ (1,906.85)</b>
Opening Balance	9,183.77	11,090.62
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 13,276.27</b>	<b>\$ 9,183.77</b>



Level 14, 260 Queen Street  
Brisbane QLD 4000

## Certificate of Currency

### CHU Commercial Strata Insurance Plan

<b>Policy No</b>	<b>CS0006090837</b>
<b>Policy Wording</b>	CHU COMMERCIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	01/09/2024 to 01/09/2025 at 4:00pm
<b>The Insured</b>	BODY CORPORATE FOR BARNETT BUSINESS PARK COMMUNITY TITLE SCHEME 2572
<b>Situation</b>	3 BARNETT PLACE MOLENDINAR QLD 4214

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$1,868,135

Common Area Contents: \$18,682

Loss of Rent & Temporary Accommodation (total payable): \$280,220

#### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

#### Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

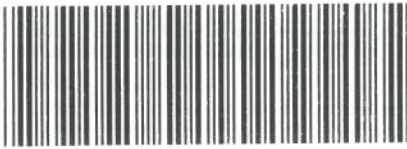


**Flood Cover is excluded.**

Date Printed

29/07/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM569-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



723024286

\$109.31

23/01/2024 06:38

BE 470

<b>1. Nature of request</b> REQUEST TO RECORD A NEW COMMUNITY MANAGEMENT STATEMENT FOR BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572	<b>Lodger</b> (Name, address, E-mail & phone number) MCS BODY CORPORATE SERVICES PO BOX 9729 GCMC QLD 9726	<b>Lodger Code</b> BBP
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<b>2. Lot on Plan Description</b>  COMMON PROPERTY OF BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572  COUNTY: WARD PARISH: NERANG	<b>Title Reference</b>  19213072
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**3. Registered Proprietor/State Lessee**  
THE BODY CORPORATE FOR BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572

**4. Interest**  
Fee simple

**5. Applicant**  
THE BODY CORPORATE FOR BARNETT BUSINESS PARK COMMUNITY TITLES SCHEME 2572

**6. Request**

I hereby request that: The CMS deposited herein to amend:

1. The new By-Laws be recorded as the New Community Management Statement for BARNETT BUSINESS PARK Community Titles Scheme 2572.
2. The amendment of the module of the scheme from "Standard" to "Commercial" as recorded on the New Community Management Statement for BARNETT BUSINESS PARK Community Titles Scheme 2572.

**7. Execution by applicant**

BC BARNETT BUSINESS PARK CTS 2572



*Jennifer Bland*  
Jennifer Bland  
Committee  
Member

**Execution Date**

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

**Applicant's or Solicitor's Signature**

*Shawn Beckwith*  
Shawn Beckwith  
(Chairman)



THIS CMS MUST BE DEPOSITED WITH:

**This statement incorporates and must include the following:**

*Schedule A - Schedule of lot entitlements*  
*Schedule B - Explanation of development of scheme land*  
*Schedule C - By-laws*  
*Schedule D - Any other details*  
*Schedule E - Allocation of exclusive use areas*

**2572**

**1. Name of community titles scheme**

Body Corporate for Barnett Business Park Community  
Titles Scheme 2572

**2. Regulation module**

Commerical

**3. Name of body corporate**

Body Corporate for Barnett Business Park Community Titles Scheme 2572

**4. Scheme land**

Lot on Plan Description

Refer schedule attached

Title Reference

Refer schedule  
attached

**5. #Name and address of original owner**

Not applicable

**6. Reference to plan lodged with this statement**

Not applicable

# first community management statement only

**7. New CMS exemption to planning body community management statement notation (if applicable\*)**

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  
not applicable

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

**8. Execution by original owner/Consent of body corporate**



*Jennifer Bland - Committee Member*  
17 / 1 / 2024  
Execution Date

*Sharon Beckwith - Chairman*

**\*Execution**

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

**ANNEXURE "A"****4. Scheme Land**

<u>Description of Lot</u>	<u>County</u>	<u>Parish</u>	<u>Title Reference</u>
Common Property of Barnett Business Park CTS 2572	Ward	Nerang	19213072
Lot 1 on BUP 13072	Ward	Nerang	18601162
Lot 2 on BUP 13072	Ward	Nerang	18601163
Lot 3 on BUP 13072	Ward	Nerang	18601164
Lot 4 on BUP 13072	Ward	Nerang	18601165
Lot 5 on BUP 13072	Ward	Nerang	18601166
Lot 6 on BUP 13072	Ward	Nerang	18601167
Lot 7 on BUP 13072	Ward	Nerang	18601168
Lot 8 on BUP 13072	Ward	Nerang	18601169
Lot 9 on BUP 13072	Ward	Nerang	18601170
Lot 10 on BUP 13072	Ward	Nerang	18601171

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 1 on BUP 13072	1	1
Lot 2 on BUP 13072	1	1
Lot 3 on BUP 13072	1	1
Lot 4 on BUP 13072	1	1
Lot 5 on BUP 13072	1	1
Lot 6 on BUP 13072	1	1
Lot 7 on BUP 13072	1	1
Lot 8 on BUP 13072	1	1
Lot 9 on BUP 13072	1	1
Lot 10 on BUP 13072	1	1
<b>TOTAL</b>	<b>10</b>	<b>10</b>

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Not applicable.

**SCHEDULE C BY-LAWS**

The following by-laws are to apply to the scheme:

**1. NOISE**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the Common Property.

**2. VEHICLES**

(1) The Occupier of a lot must not –

- (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
- (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under *subsection (1)(b)* must state the period for which it is given.

(3) The Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section –

*“regulated parking area”* means an area of the scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

**3. OBSTRUCTION**

The occupier of a lot must not obstruct the lawful use of the Common Property by someone else.

**4. DAMAGE TO LAWNS ETC.**

(1) The occupier of a lot must not, without the Body Corporate’s written approval –

- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

(2) An approval under *subsection (1)* must state the period for which it is given.

(3) However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

**5. DAMAGE TO COMMON PROPERTY**

- (1) An occupier of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under *subsection (2)* in good order and repair.

**6. BEHAVIOUR OF INVITEES**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the Common Property.

**7. LEAVING RUBBISH ON THE COMMON PROPERTY**

The occupier of a lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the common property by someone else.

- (a) in keeping with the "WORKPLACE HEALTH AND SAFETY ACT" any material left on the common property can be removed without notice.
- (b) the material may be dumped, impounded, sold etc and any cost to the Body Corporate will be recovered from the unit owner.

**8. APPEARANCE OF LOT**

- (1) The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the Body Corporate's written approval –
  - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the Common Property, or from outside the scheme land; or
  - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the Common Property, or from outside the scheme land.
- (3) *Subsection (2) (b)* does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

**9. STORAGE OF FLAMMABLE MATERIALS**

- (1) The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- (2) The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purpose.
- (3) However, this section does not apply to the storage of fuel in-
  - (a) the fuel tank of a vehicle, boat, or internal-combustion engine; or
  - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10. GARBAGE DISPOSAL**

- (1) Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- (2) the occupier of a lot must –
  - (a) Comply with all the following laws about the disposal of garbage –
    - (i) if the lot is in a priority development area – PDA by-laws, and any local laws that apply;
    - (ii) if the lot is not in a priority development area – local laws; and
  - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11. KEEPING OF ANIMALS**

- (1) The occupier of a lot must not, without the Body Corporate's written approval -
  - (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit an invitee to bring or keep an animal on the lot or the Common Property;
- (2) The occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the Common Property.

**12. SIGNAGE**

The Occupier of a lot must maintain a uniform standard of presentation of all signage which shall be controlled by the Body Corporate and no occupier shall place any signage of any nature on the lot without having first obtained the prior approval of the Committee of the Body Corporate.

The owner/lessee will be responsible for removing signage upon vacating/selling or if the building requires repair or repainting, the removal and replacement of such signage.

**13. TOWING**

13.1 An Owner or Occupier must not, without the Body Corporate's written approval, park or stand, allow, or permit an invitee to park or stand, any vehicle on the Common Property, except for;

- (a) The designated Owner and Occupier parking allocated on title or by way of grant of exclusive use right; and
- (b) The designated visitor parking which is for genuine visitors only and which must remain available at all times for the sole use of genuine visitors' vehicles.

13.2 Any vehicle parked on the Scheme Land in contravention of Sub-Section (1) may be towed away provided the Body Corporate;

- (a) Gives a notice ("first notice") to the person in charge of the vehicle, or if that person cannot be identified, places a notice on the vehicle, stating that if the vehicle is not removed within twelve (12) hours after the first notice is given, the vehicle may be towed away at the expense of the person in charge of the vehicle; and
- (b) If the vehicle has not been removed after twelve (12) hours, gives a notice ("second notice") stating that the vehicle may be towed away at any time without further notice; and
- (c) After the second notice has been given, the Body Corporate decides to initiate the towing of the vehicle.

13.3 Any vehicle parked or standing on the common property in a manner that;

- (a) Materially impedes ingress and egress to a lot or of vehicles (including emergency vehicles) at the Scheme;
- (b) Blocks access to critical infrastructure such as water, electricity or fire safety plant and equipment which may have to be accessed or repaired urgently (including blocking egress for fire escapes); or
- (c) Denies access to other vehicles delivering goods or services;

may be towed from the Common Property on behalf of the Body Corporate immediately and without notice if, after making a reasonable attempt to locate the driver of the vehicle to request the vehicle be moved, the vehicle has not been moved.



13.4 The Body Corporate must engage a licensed tow truck operator to remove the vehicle.

13.5 Provided the Body Corporate has complied with this By-Law and the Act, the Body Corporate will not be liable for any loss or damage to the towed vehicle.

#### 14. EXCLUSIVE USE AREAS OF COMMON PROPERTY – CARPARK SPACE

(1) The owners of the lots identified in Schedule E of this Community Management Statement have exclusive use of the areas of Common Property as allocated in Schedule E for the purposes of carparking areas attaching to the Lots.

(2) The owners of the relevant lots shall be responsible to clean and maintain the exclusive use areas attaching to their relevant lots, to a high standard comparable with the balance Common Property. If a lot owner does not maintain the relevant exclusive use area to a comparable high standard then the Body Corporate shall be empowered to arrange for such area to be cleaned and / or maintained to the requisite standard and any costs incurred (including enforcement costs) shall be payable by the relevant lot owner.

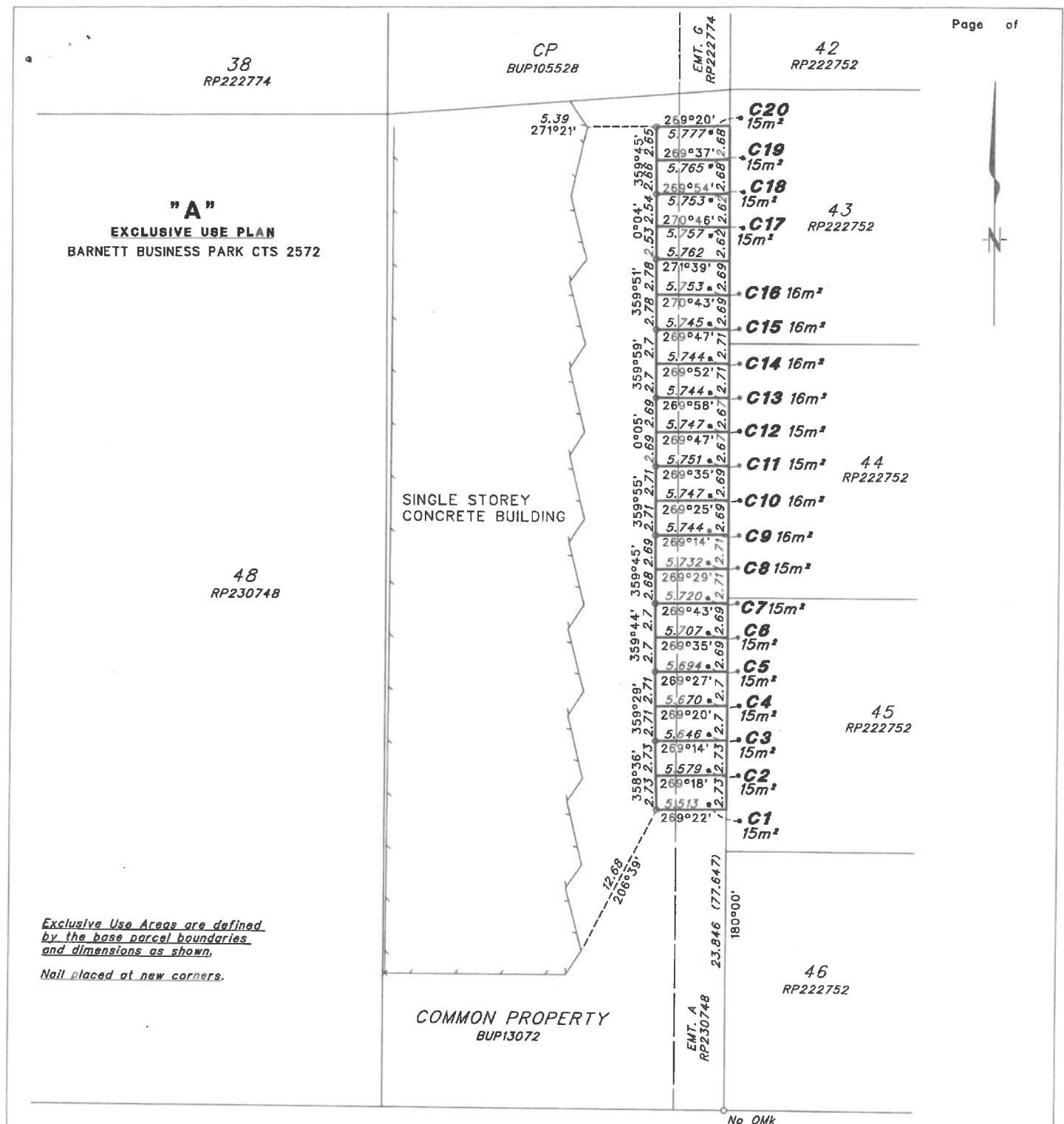
(3) No items are to be stored or kept within the carparks that may result in the cancellation of insurance.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
-------------------	--

Nil

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
-------------------	---

Lot No. on Plan	Exclusive Use of the Areas on Plans listed
Lot 1 on BUP 13072	Areas marked C1 and C2 on Plan "A"
Lot 2 on BUP 13072	Areas marked C3 and C4 on Plan "A"
Lot 3 on BUP 13072	Areas marked C5 and C6 on Plan "A"
Lot 4 on BUP 13072	Areas marked C7 and C8 on Plan "A"
Lot 5 on BUP 13072	Areas marked C9 and C10 on Plan "A"
Lot 6 on BUP 13072	Areas marked C11 and C12 on Plan "A"
Lot 7 on BUP 13072	Areas marked C13 and C14 on Plan "A"
Lot 8 on BUP 13072	Areas marked C15 and C16 on Plan "A"
Lot 9 on BUP 13072	Areas marked C17 and C18 on Plan "A"
Lot 10 on BUP 13072	Areas marked C19 and C20 on Plan "A"



Exclusive Use Areas are defined  
by the base parcel boundaries  
and dimensions as shown.

Nail placed at new corners.

## BARNETT PLACE

ANDREWS & HANSEN PTY LTD,  
certify that the details shown  
on this sketch plan are correct.

Authorised Delegate & Cadastral Surveyor,  
Date: 24/11/2023



ANDREWS & HANSEN PTY LTD  
ACN 010 742 784  
CONSULTING SURVEYORS  
21/39 LAWRENCE DRIVE,  
NERANG  
PHONE (07) 5596 2150  
FAX (07) 5596 0657

### PLAN SHOWING EXCLUSIVE USE AREAS IN COMMON PROPERTY ON BUP13072

ADJOINING LEVEL A OF  
BARNETT BUSINESS PARK  
COMMUNITY TITLES SCHEME 2572  
CMS 2572

LOCAL GOVERNMENT: GOLD COAST CITY LOCALITY: MOLENDINAR

Scale: 1 : 300 @ A3

Date: 24/11/2023

REF :

17528-2D

DRAWN NS

Notice number  
**8 1190838 9**

Date of issue  
**19 August 2024**

R E HURST  
UNIT 7 / 3 BARNETT PLACE  
MOLENDINAR QLD 4214

**Current Billing Period:**  
15 May 2024 to 6 August 2024  
**Amount due:**  
**\$290.39**  
*(see back for payment options)*  
**Due date for payment:**  
**19 September 2024**  
*(interest penalty applies after due date)*  
**To make payment**  
**Rates & water | City of Gold Coast**

UNIT 7, 3 BARNETT PLACE, MOLENDINAR  
L 7 BUP13072  
**(Payments received after 11 August 2024 may not be included in this notice)**

<b>Water and sewerage charges</b> (Includes State Bulk Water Price)	<i>(see account page for details)</i>	<b>\$290.39</b>
<b>Amount payable if paid by: 19 SEPTEMBER 2024</b>		<b>\$290.39</b>

Account for:  
UNIT 7, 3 BARNETT PLACE, MOLENDINAR  
L 7 BUP13072

## LOCAL GOVERNMENT DISTRIBUTION AND RETAIL PRICE

### SEWERAGE ACCESS CHARGES

Sewerage Access (billing period 15/5/24 to 30/6/24)	\$92.98
Sewerage Access (billing period 1/7/24 to 6/8/24)	\$74.94

### SEWAGE VOLUME

Total Water Usage	64kl
Property Discharge Factor (Mixed Industries)	90.000%
Total Sewage	57kl
Less Domestic Usage Allowance	258kl
Volume of Chargeable Sewage	0kl
0 kilolitres charged at \$5.085 per kL	\$0.00
Actual charge with Trade Waste 5% Load Factor Applied (usage period 15/5/24 to 30/6/24)	\$0.00

**Your Lot's share of the Sewage Volumetric Charge is based on Contribution Entitlement which is, 1 of 10 \$0.00**

Total Water Usage	51kl
Property Discharge Factor (Mixed Industries)	90.000%
Total Sewage	45kl
Less Domestic Usage Allowance	202kl
Volume of Chargeable Sewage	0kl
0 kilolitres charged at \$5.191 per kL	\$0.00
Actual charge with Trade Waste 5% Load Factor Applied (usage period 1/7/24 to 6/8/24)	\$0.00

**Your Lot's share of the Sewage Volumetric Charge is based on Contribution Entitlement which is, 1 of 10 \$0.00**

### WATER ACCESS CHARGES

Water Access (billing period 15/5/24 to 30/6/24)	\$37.81
Water Access (billing period 1/7/24 to 6/8/24)	\$29.85

### WATER USAGE CHARGES

64 kilolitres charged at \$1.346 per kL (usage period 15/5/24 to 30/6/24)	\$86.14
<b>Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 10</b>	<b>\$8.62</b>
51 kilolitres charged at \$1.380 per kL (usage period 1/7/24 to 6/8/24)	\$70.38
<b>Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 10</b>	<b>\$7.04</b>

## STATE BULK WATER PRICE

### WATER USAGE CHARGES

64 kilolitres charged at \$3.371 per kL (usage period 15/5/24 to 30/6/24)	\$215.74
<b>Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 10</b>	<b>\$21.58</b>
51 kilolitres charged at \$3.444 per kL (usage period 1/7/24 to 6/8/24)	\$175.64
<b>Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 10</b>	<b>\$17.57</b>

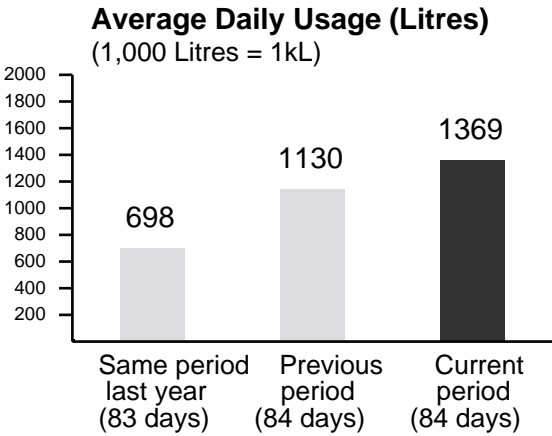
**TOTAL CHARGES INCLUDED IN THE RATE NOTICE \$290.39**

Master Meter for 10 lots  
WATER METER READINGS

(Continued on next page)

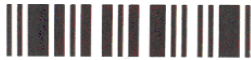
Account for:  
UNIT 7, 3 BARNETT PLACE, MOLENDINAR  
L 7 BUP13072

Meter Number	Meter Size mm	Current Read Date	Current Reading	Previous Read Date	Previous Reading	#Days Charged	Cons (kL)
14E000730	40	6 AUG 24	4802	14 MAY 24	4687	84	115
TOTAL(kL)							115



**Your Scheme's average daily water usage = 1369 litres (or 1.369 kL)**  
**Your total average daily cost = \$3.45**

Dealing Number



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<b>1. Lessor</b> RICHARD EDMUND HURST ABN 19 096 387 798	<b>Lodger</b> (Name, address E-mail & phone number) North Shore Commercial GC Pty Ltd P O Box 490 Miami QLD 4220 <a href="mailto:eurika@nscgc.com.au">eurika@nscgc.com.au</a> 0410 319 299	<b>Lodger Code</b>
--	---	--------------------

<b>2. Lot on Plan Description</b> LOT 7 ON BUP13072	<b>Title Reference</b>
--	------------------------

<b>3. Lessee</b> Given names      Surname/Company name and number      (include tenancy if more than one)			
G&G Rentals Pty Ltd ACN 668 992 416			

<b>4. Interest being leased</b> FEE SIMPLE
---

<b>5. Description of premises being leased</b> 7/3 Barnett Place Molendinar QLD 4214, in the State of Queensland being part of the ground floor of the building erected on the said land.
--

<b>6. Term of lease</b> Commencement date/event: 01 October 2023 Expiry date: 31 March 2025 #Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> See Schedule
--	--

<b>8. Grant/Execution</b> The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; * delete if not applicable
--

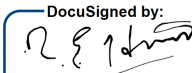
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature

..... full name

..... qualification

**Witnessing Officer**  
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

DocuSigned by:   
1F113252AE7F416.....

**Lessor's Signature**  
27 September 2023 | 1:15:52 PM AEST  
RICHARD EDMUND HURST

**Execution Date**


<b>9. Acceptance</b> The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.
---


..... signature

..... full name

..... qualification

**Witnessing Officer**  
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

DocuSigned by:   
BF02766DDE054D7.....

DocuSigned by:   
5452747CB7A94ED.....

**Lessee's Signature**  
27 September 2023 | 9:03:51 AM AEST  
G&G RENTALS PTY LTD

**Execution Date**

Title Reference [Title Reference]

This is the schedule of lease referred to in form 7.

# Deed of Commercial Lease

## Summary and Terms and Conditions

Lessor:		RICHARD EDMUND HURST of C/o North Shore Commercial GC Pty Ltd P O Box 490 Miami QLD 4220 Email: <a href="mailto:eurika@nscgc.com.au">eurika@nscgc.com.au</a>
Lessee:		G&G Rentals Pty Ltd of 20/41 Macadie Way Merrimac QLD <a href="mailto:gmarconir@hotmail.com">gmarconir@hotmail.com</a> and <a href="mailto:giovanalippe@gmail.com">giovanalippe@gmail.com</a>
Guarantor:		Gabriel Marconi Da Rocha and Giovana Maria Ferreira Lippe of 20/41 Macadie Way Merrimac QLD
Property:	Street address	7/3 Barnett Place Molendinar QLD
	Nature of property	Industrial
	Additional area Parking/storage	2 Parking Bays marked 7

### 1. Summary (continued from Lease Form 7)

(a) Rent (clause 2)

(i) \$20,564.00 per annum by monthly instalments of \$1,713.66.

Note: clause 2 specifies payment dates and provides for pro rata adjustment of first and last instalments.

(ii) GST is payable in addition to the rent.

Title Reference [Title Reference]

(b) Rent reviews (clause 2)

Rent reviews	Brisbane all groups CPI	Market	Percentage
1 <sup>st</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	3%
2 <sup>nd</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
3 <sup>rd</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
4 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
5 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
6 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
7 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
8 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%

(c) Outgoings (clause 2)

(i) Outgoings

- (1) Council rates;
- (2) Water rates;
- (3) Strata administrative fund and sinking fund;
- (4) Management Fees;

net of any GST payable by the lessor.

(ii) Lessee’s share and payment of outgoings

- ☒ 100%; Budgeted at \$6,936.00 pa plus GST
- ☐ Increases in outgoings after the base year ;
- ☐ Percentage being % of the outgoings for the building or property of which the premises are part;
- ☐ Percentage being % of increases in outgoings for the building or property of which the premises are part;
- ☐ Payable by reimbursement in arrears;
- ☐ Payable in advance in accordance with the lessor’s budget.

Note: clause 2 makes provisions in relation to utilities in addition to outgoings.

(d) Bond (Clause 2)

(Two months rent incl GST & Outgoings)

(e) Interest rate (Clause 2)

12%.

(f) Permitted use (Clause 3)

Car Rental and Dealer with minor Repairs

(g) Insurance (clause 6)

- ☒ Minimum public liability insurance: \$20million.
- ☒ Plate glass:



Title Reference [Title Reference]

2. Alterations or additions to Premises

- (a) The Lessor and Lessee agree the Lessee takes the premises as is.

Title Reference [Title Reference]

# Deed of Commercial Lease

## Terms and Conditions

Alterations to these Terms and Conditions are made in the Lease Summary.  
These Terms and Conditions remain in their copyright form without alteration.

2019 Edition

<b>Lessor:</b>	RICHARD EDMUND HURST of C/o North Shore Commercial GC Pty Ltd P O Box 490 Miami QLD 4220 Email: <a href="mailto:eurika@nscgc.com.au">eurika@nscgc.com.au</a>
<b>Lessee:</b>	G&G Rentals Pty Ltd of 20/41 Macadie Way Merrimac QLD <a href="mailto:gmarconir@hotmail.com">gmarconir@hotmail.com</a> and <a href="mailto:giovanalippe@gmail.com">giovanalippe@gmail.com</a>
<b>Guarantor:</b>	Gabriel Marconi Da Rocha and Giovana Maria Ferreira Lippe of 20/41 Macadie Way Merrimac QLD

### Contents

Clause	Description
1	Grant, renewal and holding over
2	All agreements relating to money
3	Use
4	Assignment and subletting
5	Maintenance, repairs, alterations and additions
6	Insurance and indemnity

Clause	Description
7	Damage
8	Guarantee
9	Default and termination
10	General agreements
	Execution page

### 1. Grant, renewal and holding over

- (a) The lessor grants to the lessee a lease of the premises for the term.
- (b) If the lease specifies one or more renewal terms and the lessee gives to the lessor notice in writing not more than six months and not less than three months prior to the terminating date then, provided at the date of the exercise of this option and at the terminating date the lessee is not in breach of this lease, the lessor shall grant to the lessee a lease of the premises for the further period commencing on the terminating date of the previous term on the same terms as this lease but with one less renewal period.
- (c) If the rent payable on renewal of this lease is to be determined by a review to market and the lessee has, not more than nine months and not less than six months prior to the terminating date, notified the lessor in writing that the lessee requires the lessor appoint an independent expert to determine the market rent and such determination has not been made by 21 days prior to the last day for the lessee to exercise the renewal option, that date is extended until 21 days after the lessee receives such determination.
- (d) Should the lessee continue to occupy the premises after the terminating date otherwise than pursuant to a renewed lease then this lease shall continue on a month to month basis and may be terminated by either party giving to the other, at any time, one month notice in writing.

Title Reference [Title Reference]

## 2. All agreements relating to money

---

(a) **Rent**

- (i) With the exception of the first and last rent instalments, the lessee shall pay the rent to the lessor on the first day of each calendar month.
- (ii) The amount of the first rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the commencement date until the end of the first calendar month in the term.
- (iii) The amount of the last rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the beginning of the last month of this lease until the date this lease ends.
- (iv) The lessee shall pay all rent instalments in advance, without deduction of any kind, at the lessor's address for service or such other address or by such other method as the lessor may from time to time reasonably direct in writing.

(b) **Rent review**

- (i) The rent shall be reviewed in the manner specified in the summary on each anniversary of the commencement date until this lease ends.
- (ii) If the summary specifies a rent review for an anniversary against the Brisbane All Groups CPI the rent shall be increased by the same percentage as the percentage increase in such index for the four quarters last ended before the relevant anniversary. Provided that should at any time the CPI cease to be published then the lessor and lessee agree to replace the CPI with such other index as shall be published to replace the CPI and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Brisbane.
- (iii) If the summary specifies a rent review to market for an anniversary then:
  - (1) The lessor and the lessee must prior to the review date, jointly instruct and pay an independent expert to determine the market rent as at the review date and to provide a written report with reasons.
  - (2) If the lessee so requests in writing no sooner than 12 months prior to the review date the date by which the lessor and the lessee must instruct the independent expert is one month after that request.
  - (3) In the event the lessor and the lessee fail to agree on the independent expert to be instructed, either party may approach the President of the Queensland Division of the Australian Institute of Valuers to appoint the independent expert.
  - (4) The independent expert's determination shall be final and binding.
  - (5) If the independent expert's rent determination is less than the rent payable immediately before the review then the rent shall not change.
  - (6) In determining the current market rent, the independent expert must take into account the terms of the lease, including the term and permitted use and must assume the parties are willing, prudent and acting without compulsion.
  - (7) The independent expert must not take into account the value of any goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings.
  - (8) The lessor must provide the independent expert with such information as the independent expert reasonably requires.

## Title Reference [Title Reference]

(c) **Outgoings**

- (i) The lessee must reimburse the lessor for the outgoings specified in the summary.
- (ii) If the summary specifies the lessee is to reimburse the lessor in arrears, the lessor shall first pay all outgoings as and when they fall due and provide evidence of the outgoings and payment to the lessee. The lessee must reimburse the lessor on the first day of each calendar month, for all outgoings paid by the lessor and not previously reimbursed by the lessee.
- (iii) If the summary specifies outgoings shall be paid by the lessee in advance pursuant to the lessor's budget, the following provisions apply:
  - (1) The lessor must provide to the lessee prior to the commencement date and prior to each anniversary, a budget for outgoings that reasonably reflects the anticipated forthcoming annual outgoings for the premises.
  - (2) The lessee shall pay the budgeted outgoings to the lessor by equal monthly instalments on the first day of each month.
  - (3) At the end of each year an account shall be taken of the actual outgoings and if different from the budgeted outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess will be refunded to the lessee.

(d) **Other expenditure**

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

(e) **Bond or bank guarantee**

- (i) The lessee must provide to the lessor either a cash bond or bank guarantee for the amount specified in the summary as security for the lessee's obligations under this lease.
- (ii) A bank guarantee shall be in favour of the lessor, not have a termination date, shall be expressed to be security for the performance by the lessee of its obligations under the lease and otherwise be in a form acceptable to the lessor.
- (iii) Within one month of each rent review, the lessee must provide to the lessor an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed rent as the commencing bond or guarantee bears to the commencing rent.
- (iv) When this lease ends, the lessor must immediately refund any bond paid by the lessee after deduction of all amounts required to rectify all breaches of the lease by the lessee.
- (v) A breach of covenant by the lessee shall entitle the lessor to call upon the guarantee for the cost of rectifying the breach.

(f) **Goods and services tax (GST)**

The lessor shall provide the lessee with a tax invoice for any taxable supply made to the lessee. The lessee shall pay the GST in addition to the cost of the supply.

(g) **Interest on overdue money**

If a payment under this lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate specified in the summary, calculated daily from the day following the day the payment was due until the day the payment is made.

## Title Reference [Title Reference]

(h) **Legal costs**

The lessee shall pay the lessor's reasonable legal and administration costs and disbursements of and incidental to:

- (i) The negotiation, preparation and registration of this lease;
  - (ii) The assignment of this lease including costs incurred in the assessment of the suitability of any proposed assignee (whether or not the proposed assignee is approved by the lessor) and the negotiation and preparation of an assignment of lease, or a new lease to the proposed assignee; and
  - (iii) Any breach of this lease by the lessee or the guarantor.
- (i) The Rent in any year will not in any circumstances be less than the Rent payable in the immediately preceding year and where applicable shall be an amount equivalent to the percentage in item 1(b) of the Reference Schedule multiplied by the Rent payable in the immediately preceding year.

**3. Use**

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- (a) The lessee warrants that in entering into this lease, it has relied entirely on its own enquiries in relation to the state of repair and suitability of the premises for the lessee's intended use and acknowledges that to the extent the lessor has made representations about the state of repair or suitability of the premises for the lessee's intended use, the lessee did not in any way rely on those representations when entering into this lease.
- (b) The lessee shall not use the premises otherwise than for the purpose specified in the summary.
- (c) The lessee shall comply with all requirements of law in relation to its use of the premises.
- (d) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the premises or any property of which the premises may be part.
- (e) The lessee shall not store or use an inflammable or dangerous substance upon the premises or any property of which the premises may be part unless a normal incident of the permitted use.
- (f) The lessee shall not do or permit to be done on the premises or in any property of which the premises may be part anything which in the opinion of the lessor may become a nuisance, disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of any property of which the premises may be part or use the premises in any noisy, noxious or offensive manner.
- (g) The lessee shall not obstruct or interfere with any of the entrances or common areas of any property of which the premises may be part.
- (h) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager, secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (i) The lessee shall secure the premises against unauthorised entry at all times when the premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and secure the premises if the premises are left unsecured.

**4. Assignment and subletting**

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- (a) The lessee shall not assign, sublet, part with possession or otherwise deal with the premises without the prior written consent of the lessor.

## Title Reference [Title Reference]

- (b) If there is a guarantor of this lease (other than a bank under a limited bank guarantee) or if the proposed assignee is a corporation, the lessee acknowledges that if the lessor consents to assignment of the lease such consent will be subject to a condition that the assignee provide a guarantor with financial resources that are not inferior to those of the lessee and the guarantor combined.
- (c) The lessor may withhold consent to assignment of this lease if:
  - (i) The lessee is in breach of the lease at the time the lessor's consent is sought.
  - (ii) The proposed assignee has business experience that is inferior to the experience of the lessee.
  - (iii) The proposed assignee has financial resources that are inferior to the financial resources of the lessee.
- (d) In the event of the lessee being a company, then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor in accordance with this provision.

**5. Maintenance, repairs, alterations and additions**

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- (a) The lessee shall keep the interior of the premises and all fixtures and fittings in a state of good repair having regard to their condition at the commencement of the lease. Fair wear and tear and damage caused by fire, flood, storm or tempest is excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee, its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (b) The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee 2 days previous notice, enter the premises and view the state of repair and may serve upon the lessee at the premises a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing the lessor may at any time enter the premises and carry out the required repairs.
- (c) After each 3 years of the term the lessee shall repaint and redecorate such part of the interior of the premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the premises and all non-operative light fittings and shall regularly clean the premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all air conditioning, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of premises by the lessee, including fair wear and tear.
- (f) The lessee shall comply with all statutory requirements affecting the premises and will comply with any notices or orders which may be given by any authority in respect of the use of the premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's use or occupation of the premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the premises in a clean, clear and operative condition and shall regularly clean and service any grease traps provided for the use of the premises.

## Title Reference [Title Reference]

- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing.

**6. Insurance and indemnity**

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- (a) The lessee shall keep current at all times during the currency of this lease:
- (i) A public liability insurance policy, noting the interest of the lessor, for the premises and the business for an amount of not less than the amount specified in the summary;
  - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee; and
  - (iii) An insurance policy in the name of the lessee, noting the interest of the lessor, for the replacement value of all glass in or enclosing the premises.
- (b) The lessee indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of Queensland Fire & Emergency Services and the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does, or omits to do, anything whereby the premiums of any insurance effected by the lessor are increased, then the lessee shall pay such increase in insurance to the lessor.
- (e) The lessee must supply the lessor with a duplicate copy of such policy immediately it is effected and a receipt issued for payment of each premium within five (5) business days of it being paid and a copy of the certificate of currency when requested.

**7. Damage**

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- (a) If a substantial part of the premises is damaged to an extent that the premises are unfit for the approved use then the rent shall abate and this lease, if the lessor so elects and of its election in writing notifies the lessee within 1 month of the destruction or damage, be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of 3 months from such occurrence commence to restore the premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the premises or any part thereof shall at any time during the continuance of the lease be damaged, so as to render part of the same unfit for occupation and use by the lessee, then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the premises shall have been rebuilt or made fit for the occupation and use of the lessee.
- (c) In the event of the occurrences referred to above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee or its servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate, then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act 2013.

Title Reference [Title Reference]

## 8. Guarantee

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In consideration of the lessor, at the request of the guarantor, entering into this lease, the guarantor agrees with the lessor:

- (a) That it is jointly and severally liable to the lessor for the due payment of all money under this lease and the due performance of all obligations of the lessee under this lease;
- (b) That it will remain liable to the lessor notwithstanding:
  - (i) The lessor may not have exercised all or any of its rights under the lease; or
  - (ii) The lessor may not have made prior demand upon the lessee; or
  - (iii) The lessor may have granted time or other indulgence to the lessee; or
  - (iv) The death or insolvency of the lessee;
- (c) That its liability will not in any way be conditional upon the validity or enforceability of the lessee's obligations in this lease and will continue until all money has been paid and all obligations have been satisfied; and
- (d) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease.

## 9. Default and termination

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- (a) If the lessee is in breach of an obligation under this lease, the lessor may serve on the lessee a notice to remedy the default. Such notice must:
  - (i) Specify the breach; and
  - (ii) Specify the steps required of the lessee to rectify the breach; and
  - (iii) Give the lessee a reasonable time to rectify the breach, but such time need not exceed 30 days.
- (b) If the lessor has complied with the previous subclause and the lessee has not remedied the breach to the reasonable satisfaction of the lessor, the lessor may terminate this lease by giving the lessee 14 days written notice.
- (c) The lessee shall on or before the termination date remove its fixtures, fittings and goods from the premises, failing which, such fixtures, fittings and goods as have not been removed shall be forfeited to the lessor and shall become the property of the lessor.
- (d) Should the lessor become entitled to terminate this lease and take possession of the premises the lessee irrevocably appoints the lessor as the lessee's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to such of the lessee's fixtures, fittings and chattels as shall become the property of the lessor.

## 10. General agreements

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- (a) **Quiet enjoyment**

The lessee may have the quiet enjoyment and use of the premises without interference by the lessor.
- (b) **Alterations**

The lessee shall not affect any alterations or additions to the premises without the written consent of the lessor.



## Title Reference [Title Reference]

(c) **Remove fixtures**

When this lease ends, the lessee shall remove its fixtures, fittings and goods and make good any damage to the premises or any property of which the premises may be part caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within 7 days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(d) **Hours**

The lessee shall not occupy or permit the premises to be occupied or used outside the hours as are from time to time stipulated by law.

(e) **Signage**

The lessee shall not place any sign, advertisement, name or notice on any part of the premises or any property of which the premises may be part without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

(f) **Infrastructure repair by lessor**

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(g) **Prospective tenants or purchasers**

The lessee shall at all reasonable times permit the lessor to show the premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(h) **Service**

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (i) Delivered personally; or
- (ii) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (iii) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (iv) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

(i) **Strata**

In the event of the lessor wishing to effect a strata subdivision of any property of which the premises may be part then the lessor may carry out such works as are required by the responsible authorities provided that in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(j) **Severance**

The lessor and lessee agree that any provision of this lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach is voidable, unenforceable or invalid, then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

Title Reference [Title Reference]

(k) Use of common property

The lessee shall have the right, in common with other lessees of other parts of the property of which the premises form part, to use the common property in and about the premises in accordance with the rules which may be made from time to time by the lessor, an owners' corporation or manager for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within any property of which the premises may be part.

(l) Notice of Intention to Vacate

Unless the Lessee shall have exercised any right granted to it hereunder to request a new Lease of the Premises for a further term then in the absence of at least one month's notice in writing by either party to the other prior to the expiration of the term there shall be deemed to be an agreement for overholding and the provisions of Clause 11 (m) shall apply.

(m) Overholding

If the Lessee shall continue in occupation of the Premises after the expiration of the said term (and until the keys to the Premises have been returned to the Lessor or its agent and the Premises, building and Lessor's fittings and fixtures put in a good state of repair and order and signs removed pursuant to the several provisions of this Lease the Lessee shall be deemed to have remained in occupation) the Lessee shall be deemed to be a tenant from month to month to the Lessor upon the like terms and conditions as are contained in this Lease as far as such terms and conditions are applicable to a monthly tenancy at a monthly rental proportionate to the rent payable by the Lessee at the expiration of the said term and such tenancy may be determined by fourteen days notice in writing given at any time

Signed by the Guarantors:

Witness Sign

Witness – Name (printed)

Justice of the Peace/Solicitor/Commissioner for Declarations

Witness Sign

Witness – Name (printed)

Justice of the Peace/Solicitor/Commissioner for Declarations

DocuSigned by:  
  
5452747CB7A94ED...

Guarantor Sign

Gabriel Marconi da Rocha  
27 September 2023 | 6:33:00 AM AEST

Guarantor

DocuSigned by:  
  
BFC2766DDE054D7...

Guarantor Sign

Giovana Maria Ferreira Lippe  
27 September 2023 | 9:03:51 AM AEST

Guarantor