

# Property occupations Form 8 Notes



Queensland  
Government

## Disclosure to prospective buyer

### —What we must tell you before you sign

*Property Occupations Act 2014*

This form is effective from 1 October 2015

ABN: 13 846 673 994

This form only needs to be completed if a disclosure of the kind described below applies

## Part 3

### Section 3:1

1. 'Relationship' includes, but is not limited to, the following types of relationship:
  - Family
  - Business (other than a casual business relationship)
  - Fiduciary
  - Relationship in which one person is accustomed, or obliged, to act in accordance with the directions, instructions, or wishes of the other.
2. In column 3 of the table you must disclose the amount (\$) or value or consideration which you derive or expect to derive from the person or entity to whom you have referred the buyer.
3. In column 4 of the table you must disclose the amount, value or nature of any benefit which the person or entity to whom you have referred the buyer has received, receives or expects to receive in connection with the sale, or for promoting the sale, or for providing a service in connection with the sale, of the property.
4. For guidance on what to disclose as a 'benefit' see notes below for section 3:2.

### Section 3:2

#### What you should disclose as a 'benefit'

It is your obligation to disclose any benefit, to your knowledge which any person has received, receives or expects to receive in connection with the sale or for promoting the sale, or providing a service in connection with the sale, of the property. The following lists are not exhaustive:

#### You NEED to disclose

- fees, commissions and remuneration to be paid to any entity which receives or expects to receive a benefit including but not limited to financial institutions, finance brokers, financial advisers, financiers, valuers, marketing agents, sellers and promoters
- all benefits dependent on a successful sale (i.e. a commission or fee paid to any person as a success fee)
- marketing, advertising and promotion costs, where payment is contingent on the sale of the lot ('the lot' is the property described in section 2 of the form).

#### Examples:

- a) Where a marketing company will receive money or another benefit because the lot has sold—**DO** disclose
- b) Where a marketing company will receive money or another benefit for the sale of three lots, and the lot is one of those—**DO** disclose, even where the other two lots have not yet sold.

As a general rule, you need to disclose any benefits contingent on the sale of the property.

#### You NEED NOT disclose:

- mortgage pay-outs
- performance bonuses
- expenses incurred prior to the sale in preparation of the property for sale (such as painting or maintenance) and in developing the land (such as professional fees and disbursements paid to engineers, surveyors, architects and town planners)
- vendor's profit or net proceeds of sale
- property developer's profit or development fees
- non-monetary benefits
- solicitors' professional fees and ordinary disbursements in relation to the developing, selling or purchasing of the property
- amounts payable to local, state or federal government.

#### \$ amount (or value or nature) of the benefit

You must provide the amount, value or nature of the benefit as accurately as is possible at the time of the disclosure. You should express the benefit as one of the following:

- the amount (\$) including GST.
- a value (%)
- a description of the nature of the benefit. You should **ONLY** do this if the benefit cannot be described as an amount or value.

**If you do not know the exact amount of value of the benefit, provide a reasonable estimate of the final amount or value based on the purchase prices at the time of the disclosure.**



This area has been intentionally left blank.



# Property occupations

# Form 8



Queensland Government

## Disclosure to prospective buyer —What we must tell you before you sign

Property Occupations Act 2014

This form is effective from 1 October 2015

ABN: 13 846 673 994

### Part 1—Selling agents details

Please tick appropriate box.	PRDnationwide Palm Beach
	Name .....
	<input checked="" type="checkbox"/> Licence number / <input type="checkbox"/> Registration number. 3282446 .....

### Part 2—Property details

Please provide details of the property.	RESIDENTIAL DWELLING
	Description of property .....
	Address 30/18 BENDENA TERRACE .....
	Suburb CARINA HEIGHTS State QLD Postcode 4152 .....
	Lot 30 Plan SP276078 .....
	Title reference 51010805 Parish/County .....

### Part 3—Selling agent's disclosure

<b>3:1 Benefits</b> Notice to selling agent: You must complete this section if you have referred the buyer to anyone for professional services associated with the sale and	For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.			
	<b>Name of person or entity to whom buyer is referred</b>	<b>Nature of relationship with selling agent</b>	<b>Benefit derived by selling agent (\$ or value)</b>	<b>Benefit to person/entity to whom buyer is referred (if any)</b>
a) You have any relationship (personal or commercial) with that person or entity to whom you have referred the buyer; and/or	I & L Solicitors .....	Business Relationshi .....	Attendance at free le .....	gal seminars to incre .....
b) You derive or expect to derive any consideration (whether monetary or otherwise) from that person or entity to whom you have referred the buyer.	.....	.....	ase knowledge of con .....	.....
	.....	.....	tract and property law .....	.....
	.....	.....	\$20.00 dinner vouche .....	.....
	.....	.....	r. ....	.....
	Only complete this section if the benefit is from a referred entity. If you have disclosed a benefit here you do not need to disclose it again in section 3:2.			

<b>3:2 Benefits other than by referral</b> Notice to selling agent: You must disclose the amount, value, or nature of any benefit to your knowledge (other than those already disclosed by you in section 3:1) which any person has received, receives, or expects to receive in connection with the sale, for promoting the sale, or for providing a service in connection with the sale of the property.	For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.		
	<b>Payment type</b>	<b>Entity receiving payment</b>	<b>Benefit (\$ or value)</b>
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....

### Part 4—Property developer disclosure declaration


This section applies only if the property is being sold by a property developer.

I am a property developer or person acting as a property developer, and hold an interest of at least 15% in the property (tick box if yes).

### Part 5—Selling agent's disclosure declaration

The information I have provided in this form is true to the best of my knowledge, information and belief.

Name ROB PASSFIELD


Signature Per.  Date 

0	9	/	0	9	/	2	0	2	1
D	D		M	M		Y	Y	Y	Y

### Part 6—Buyer's acknowledgement

I/we have not yet entered into a contract for the purchase of the property described in section 2. This form has been explained to me/us by the selling agent and I/we understand the nature and effect of the disclosures made in this form.

Name SALLY LUCY NATERA

Signature  Date 

Sep	9	/	20	21	/	3	:	20	PM	AEST
D	D		M	M		Y	Y	Y	Y	

Name .....

Signature ..... Date 

		/			/					
D	D		M	M		Y	Y	Y	Y	





# Disclosure Statement

*With Implied Warranties*

## Body Corporate and Community Management Act 1997

### SECTION 206

#### Body Corporate

Body Corporate for: BENDENA TERRACES Community Titles Scheme 47081  
 Lot No: 30 on SP 276078  
 Address: 30 / 18 BENDENA TERRACES CARINA HEIGHTS QLD 4152

#### PRESCRIBED INFORMATION

#### Secretary of Body Corporate

Name: VACANT C/- BARARD BODY CORPORATE MANAGEMENT  
 Address: PO BOX 10326 BRISBANE ADELAIDE ST QLD 4000  
 Telephone: 07 3839 8800

#### Body Corporate Manager

Name: BARARD BODY CORPORATE MANAGEMENT  
 Address: AS ABOVE  
 Telephone: \_\_\_\_\_

#### Annual Contributions and Levies

Administrative Fund: \$1,562.92 **GROSS** each year by instalments in  
 advance on the FIRST day of each QUARTER **Discount:** N/A  
 Sinking Fund: \$973.34 **GROSS** each year by instalments in  
 advance on the FIRST day of each QUARTER **Discount:** N/A  
 Insurance: \$153.00 – DUE 1/12/2021

#### Contribution Schedule Lot Entitlements

Based on Contribution Schedule Lot Entitlements: Lot Entitlement 41 Aggregate 2888  
 38.12 (Admin) 23.74 (Sinking) N/A (Other)  
 Ratified at AGM dated 24/05/2021

Based on Interest Schedule Lot Entitlements: Lot Entitlement 46 Aggregate 3245  
 3.40 (Insurance not included in Admin Fund Levy)  
 Ratified at AGM dated 24/05/2021  
 \*Only applies if a separate Levy has been struck for Insurance  
 otherwise the Insurance is paid from Administration Fund

#### Improvements on Common Property for which Buyer will be responsible

NOTHING SIGHTED

DS DS  
 AMAGMYHMATMBRSHMUTE TMRK  
 Initials

<b>Body Corporate Committee</b>	Is there a committee for the Body Corporate?	Yes	X
		No	
	If there is a committee, is the Body Corporate manager engaged to perform the functions of the committee?	Yes	
		No	X

**Information prescribed under Regulation Module** ACCOMMODATION – NIL

**Body Corporate Assets Required to be Recorded on Register** NOTHING SIGHTED IN RECORDS PROVIDED

**Sinking Fund Balance** \$296,987.97 AS AT 01 SEPTEMBER 2021

**Insurance**

**Insurer:** CHU  
**Policy No:** HU0006042872  
**Building:** \$29,568,532.00  
**Public Liability:** \$10,000,000.00  
**Other:** SEE ATTACHED  
**Valid to:** 31/03/2022

**Warranties**

The Seller warrants that:-

1. The body corporate records do not reveal any latent or patent defects in the common property assets, other than the following –
  - (a) Defects arising through fair wear and tear; and
  - (b) Defects disclosed in the contract
2. The body corporate records do not disclose any defects to which the Warranty in paragraph (a) above applies.  
**REFER TO ATTACHED MINUTES**
3. The body corporate records do not reveal any actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses, other than liabilities disclosed in the contract.  
**REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST**
4. The body corporate records do not disclose any liabilities of the body corporate to which the warranty in paragraph (3) above applies.  
**REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST**
5. The seller warrants that the body corporate records do not reveal any circumstance (other than circumstances disclosed in the contract) in relation to the affairs of the body corporate likely to materially prejudice the buyer, i.e
  - (a) Has an Administrator been appointed under the Order of an Adjudicator under the dispute resolution provisions;  
**NOTHING SIGHTED IN RECORDS PROVIDED**

- (b) Has the body corporate failed to comply with the provisions of The Act to the extent that its affairs are in disarray, records are incomplete and there is no reasonable prospect of the buyer finding out whether the warranty mentioned in subsection (2) above has been breached.

**NOTHING SIGHTED IN RECORDS PROVIDED**

*(For this sub-section, a seller is taken to have knowledge of a matter if the seller has actual knowledge of the matter or ought reasonably to have knowledge of the matter)*

The information in this Report has been prepared from records provided to us by the Secretary of the Body Corporate and personally inspected by our search agent. No responsibility will be given or accepted for any inconsistencies, errors or omissions.

Dated this **6<sup>TH</sup>** day of **SEPTMEBER** 2021 **Signed:** *C Hydex*  
For QUICKSEARCHQLD PTY LTD

**Signing**

DocuSigned by: *Alan Marsh - ALAN GEOFFREY MARSH & HEATHER MEAD AS TRUSTEES FOR THE MARSH MEAD RE*  
 8F98434FFB85468... Seller      8F98434FFB85468... *Heather Mead - ALAN GEOFFREY* Witness

Sep 7, 2021 | 9:43 AM AEST

Date

**Buyer's Acknowledgment**

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract and has received a copy of the Community Management Statement

DocuSigned by: *Alan*  
 8F98434FFB85468... Buyer      \_\_\_\_\_ Witness


Sep 9, 2021 | 3:20 PM AEST

Date

DS DS  
*AMAGMY UNWATED MBE MATE T MURF*  
 \_\_\_\_\_ Initials



**ELECTRONIC CONSENT, MULTIPLE OFFERS & WAIVER OF COOLING OFF**

<b>1. Proposed Buyer's details</b>	
Buyer(s):	SALLY LUCY NATERA
Address:	17/40 RAWLINSON STREET, MURRARIE, QLD 4172
Phone:	Mobile No:
Email:	Fax No:
<b>2. Property to be Purchased</b>	
Address: 30/18 BENDENA TERRACE, CARINA HEIGHTS, QLD 4152	
<b>3. General Acknowledgement by Proposed Buyer(s)</b>	
Cooling Off Period A. This contract may be subject to a 5 business day statutory cooling off period. B. The Relevant warning statement for the purposes of s165 of the <i>Property Occupations Act 2014</i> (QLD) is present within the contract;	
Consent to Receive Electronic Communication C. The Electronic Transactions Act QLD (Sections 11 &12) require a person/s to provide consent if they agree to receive information via electronic communications. D. The Buyers listed in the above Section 1 confirm that by signing this document, they consent to the use of Electronic communication as per the email address provided in Section 1 as a method of communication with the Seller and Selling Agent of this property.	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign:	
Sign:	
<b>4. Acknowledgement of multiple offers by Proposed Buyer(s)</b>	
A. That there is another existing offer for the purchase of this property; B. That I/we should make our best and final offer as we may not have the opportunity to submit further offers; C. That I/we must be in a position to proceed to Contract immediately should my/our offer be accepted by the Vendor; D. That my/our offer will be presented along with the other existing offers to the Vendor by the Listing Agent; E. The Vendor has complete discretion as to which offer is accepted; F. The Vendor is not bound to accept any of the offer presented and may enter into further negotiations with any of the prospective purchasers or any other interested party;	
The details of my/our offer will remain confidential between the Listing agent and me/us until such time as the offers are presented contemporaneously to the Vendor. The Listing agent will maintain the confidentiality of this offer save for the authorised disclosure to the Vendor;	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign:	
Sign:	
<b>5. WAIVER OF COOLING OFF PERIOD</b>	
I/We hereby waive under s167 of <i>Property Occupations Act 2014</i> (QLD) the benefit of the cooling off period and I/We understand that the contract is unconditional in this regard:	
Sign:	
Sign:	



# Contract for Residential Lots in a Community Titles Scheme

*Twelfth Edition*

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Residential Lots in a Community Titles Scheme in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.*

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

## REFERENCE SCHEDULE

**Contract Date:** \_\_\_\_\_

## SELLER'S AGENT

NAME: PRDnationwide Palm Beach

ABN: \_\_\_\_\_

LICENCE NO:

3282446

ADDRESS: PRDnationwide House

40-42 Palm Beach Avenue

SUBURB: PALM BEACH

STATE: QLD

POSTCODE: 4221

PHONE:

MOBILE:

FAX:

EMAIL:

07 5534 6044

07 5534 6022

sarahryan@prdpalmbeach.com.au

## SELLER

NAME:

ABN:

ALAN GEOFFREY MARSH AND HEATHER MEAD AS TRUSTEES FOR THE 'MARSH MEAD  
RETIREMENT FUND'

49199724

ADDRESS: PO BOX 3267

SUBURB: WAREEMBA

STATE: NSW

POSTCODE: 2046

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

## SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000019947605

**BUYER**NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
SALLY LUCY NATERA

ADDRESS: 17/40 RAWLINSON STREET

SUBURB: MURRARIE STATE: QLD POSTCODE: 4172

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S AGENT** (If applicable)

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR**

← or any other solicitor notified to the Seller

NAME: \_\_\_\_\_

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPERTY**

Lot: ADDRESS: 30/18 BENDENA TERRACE

SUBURB: CARINA HEIGHTS STATE: QLD POSTCODE: 4152

Description: Lot: L30 on:  BUP  GTP  SP SP276078

Scheme: \_\_\_\_\_ Community Titles Scheme: \_\_\_\_\_

Title Reference: 51010805

Present Use: RESIDENTIAL DWELLING

Local Government: BRISBANE CITY COUNCIL

INITIALS (Note: initials not required if signed with Electronic Signature)

000019947605

Excluded Fixtures:

\_\_\_\_\_

Included Chattels:

\_\_\_\_\_

**PRICE**

Deposit Holder: RMD Traders Pty Ltd Trading As PRDnationwide Palm Beach

Deposit Holder's Trust Account: RMD Traders Pty Ltd Trading As PRDnationwide Palm Beach

Bank: NAB PALM BEACH

BSB: 084 862 Account No: 30 442 6414

Purchase Price: \$ 518,000.00

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 2,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.  
WITHIN 24 HOURS OF ACCEPTANCE BY SELLER

\$ 10,000.00 Balance Deposit (if any) payable on:  
UPON UNCONDITIONAL

Default Interest Rate: \_\_\_\_\_ % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

**FINANCE**

Finance Amount: \$ SUFFICIENT TO COMPLETE PURCHASE ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: ANY SUITABLE BANK OR LENDING INSTITUTION

Finance Date: ON OR BEFORE 28 DAYS FROM THE DATE OF CONTRACT

**BUILDING AND/OR PEST INSPECTION DATE:**

Inspection Date: ON OR BEFORE 14 DAYS FROM THE DATE OF CONTRACT ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

SEE TITLE SEARCH ATTACHED

← **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

**Tenancies:**

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

TENANT'S NAME:

NIL

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

INITIALS (Note: initials not required if signed with Electronic Signature)

000019947605

**Managing Agent:**

AGENCY NAME: \_\_\_\_\_

PROPERTY MANAGER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**POOL SAFETY FOR NON-SHARED POOLS**

Complete the following questions if there is a non-shared pool in the Lot

**Q1.** Is there a **non-shared** pool on the **Lot**?

- Yes
- No Clause 4.2 of this contract does not apply

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

- Yes Clause 5.3(1)(f) applies
- No Clause 4.2 applies (except for auction and some other excluded sales)

**Q3.** If the answer to Q2 is No, has a Notice of No Pool Safety Certificate been given prior to contract?

- Yes
- No

**Pool Safety Inspector:** \_\_\_\_\_

**Pool Safety Inspection Date:** \_\_\_\_\_

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

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

← If there is a pool on the **Lot** and Q2 is not completed then clause 4.2 applies.

← Note: This is an obligation of the Seller under section 16 of the Building Regulation 2006.

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

← Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

**STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

The Seller gives notice to the Buyer of the following matters:

**(a)** Latent or Patent Defects in Common Property or Body Corporate Assets (section 223(a)(b))\*

\_\_\_\_\_

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Seller should consider whether to carry out an inspection of the Body Corporate records to complete this section.

**(b)** Actual or Contingent or Expected Liabilities of Body Corporate (section 223(2)(c)(d))\*

\_\_\_\_\_

**(c)** Circumstances in Relation to Affairs of Body Corporate (section 223(3))\*

\_\_\_\_\_

**(d)** Exceptions to Warranties in clause 7.4(3)\*

\_\_\_\_\_

**(e)** Proposed Body Corporate Resolutions (clause 8.4)\*

\_\_\_\_\_

\*Include in attachment if insufficient space

**INITIALS** (Note: initials not required if signed with Electronic Signature)

000019947605

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot:

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Aggregate Interest Schedule Lot Entitlement:

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Contribution Schedule Lot Entitlement of Lot:

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Aggregate Contribution Schedule Lot Entitlement:

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**INSURANCE POLICIES**

Insurer: \_\_\_\_\_ Policy No: \_\_\_\_\_

Building: \_\_\_\_\_

Public Liability: \_\_\_\_\_

Other: \_\_\_\_\_

**POOL SAFETY FOR SHARED POOLS***Only complete the following questions if there is a shared pool on the Land.*

- A.** Is there a shared pool on the Land or on adjacent land used in association with the Land?  Yes  No
- B.** If the answer to A is Yes, is there a Compliance or Exemption Certificate for the shared pool at the time of contract?  Yes  No
- C.** If the answer to B is No, has a Notice of No Pool Safety Certificate been given prior to contract?  Yes  No

*Note: This is an obligation of the Seller under section 16 of the Building Regulation 2006.***ELECTRICAL SAFETY SWITCH AND SMOKE ALARM** *This section must be completed unless the Lot is vacant*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

*(select whichever is applicable)*

- installed in the residence
- not installed in the residence

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

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

*(select whichever is applicable)*

- installed in the residence
- not installed in the residence

**← WARNING:** *Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.***NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011**The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:*(select whichever is applicable)*

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Lot, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

**← WARNING:** *Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.***INITIALS** *(Note: initials not required if signed with Electronic Signature)*

000019947605

**GST WITHHOLDING OBLIGATIONS**

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose?

(select whichever is applicable)

- Yes  
 No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- the Buyer is *not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

**The REIQ Terms of Contract for Residential Lots in a Community Titles Scheme (Pages 8-17) Twelfth Edition Contain the Terms of this Contract.**

**SPECIAL CONDITIONS**

1. The Buyer acknowledges that it has not relied on any representations by the Seller, the Seller's Agents or any other person or corporation in and about entering into this Contract other than set out herein and that the conditions and stipulations herein constitute the only agreement between the Seller and Buyer.
2. Both parties acknowledge that this Contract may be transmitted in electronic form and both parties agree and consent to accept receipt of the Contract and other documents by electronic communication in accordance with the Electronic Transactions (Queensland) Act 2001.
3. **WARNING:** By signing this Contract the parties confirm that no legal advice as to the conditions contained herein was provided by the Agent. The parties also agree that any Special Conditions or Clauses were inserted at the specific request of the relevant parties and the Agent gave no legal advice about the same.

**SETTLEMENT**

**Settlement Date:** ON OR BEFORE 20 DECEMBER 2021

← or the next Business Day if that is not a Business Day in the Place for Settlement.

**Place for Settlement:** \_\_\_\_\_

← If Brisbane is inserted, this is a reference to Brisbane CBD.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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**SIGNATURES**

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer:  \_\_\_\_\_  
DocuSigned by:  
80F445B1DC604F2...

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

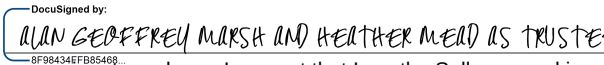
Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller:  \_\_\_\_\_  
DocuSigned by:  
8F98434FFB85468...

Witness: \_\_\_\_\_

Seller:  \_\_\_\_\_  
DocuSigned by:  
8F98434FFB85468...

Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

Deposit Holder: \_\_\_\_\_

← Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.



## TERMS OF CONTRACT FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

### 1. DEFINITIONS

#### 1.1 In this contract:

- (1) terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
- (2) (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (f) **"Body Corporate"** means the body corporate of the Scheme;
- (g) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (j) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **"Business Day"** means a day other than:
  - (i) a Saturday or Sunday
  - (ii) a public holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive).
- (m) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (n) **"Compliance or Exemption Certificate"** means:
  - (i) a Pool Safety Certificate; or
  - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
  - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (o) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (p) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
- (q) **"Court"** includes any tribunal established under statute;
- (r) **"Disclosure Statement"** means the statement under section 206 (Existing Lot) or section 213 (Proposed Lot) of the *Body Corporate and Community Management Act 1997*;
- (s) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (t) **"Encumbrances"** includes:
  - (i) unregistered encumbrances
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (u) **"Essential Term"** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
  - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (v) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (w) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (x) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (y) **"GST"** means the goods and services tax under the *GST Act*;
- (z) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (aa) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (bb) **"Improvements"** means fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (cc) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (dd) **"Land"** means the scheme land for the Scheme;
- (ee) **"Notice of No Pool Safety Certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land and/or the Lot;
- (ff) **"Notice of nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
- (gg) **"Outgoings"** means:
  - (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
  - (ii) Body Corporate Levies.
- (hh) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;

INITIALS (Note: initials not required if signed with Electronic Signature)

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- (jj) "**Pool Safety Requirements**" means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
- (kk) "**Pool Safety Inspection Date**" means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
- (i) the Inspection Date for the Building and/or Pest Inspection; or
  - (ii) 2 Business Days before the Settlement Date;
- (ll) "**Pool Safety Inspector**" means a person authorised to give a Pool Safety Certificate;
- (mm) "**PPSR**" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) "**Property**" means:
- (i) the Lot;
  - (ii) the right to any Exclusive Use Areas;
  - (iii) the Improvements;
  - (iv) the Included Chattels;
- (oo) "**Regulation Module**" means the regulation module for the Scheme;
- (pp) "**Rent**" means any periodic amount, including outgoings, payable under the Tenancies;
- (qq) "**Reserved Items**" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (rr) "**Scheme**" means the community titles scheme containing the Lot;
- (ss) "**Security Interests**" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (tt) "**Special Contribution**" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.
- (uu) "**Transfer Documents**" means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (vv) "**Transport Infrastructure**" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ww) "**Withholding Law**" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**1.2** Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

## 2. PURCHASE PRICE

### 2.1 GST

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

### 2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.

- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer;
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

### 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
  - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;

- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Lot and Improvements; and
- (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
- in which case the market value of the Lot and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
- (b) prior to settlement the Buyer must lodge with the ATO:
- (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
- (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
- (c) on or before settlement, the Buyer must give the Seller copies of:
- (i) the Form 1;
- (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
- (iii) confirmation from the ATO that the Form 2 has been lodged; and
- (iv) a completed ATO payment slip for the Withholding Amount.
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
- (a) for those paid, on the amount paid;
- (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
- (c) for those not assessed:
- (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
- (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and
- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

## 2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.

- (12) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

The Buyer is liable for any Special Contribution levied after the Contract Date.

- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
  - to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (16) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (17) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

### 3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

#### 4.1 Building and Pest Inspection

- This contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

- The Buyer must give notice to the Seller that:
  - a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - clause 4.1(1) has been either satisfied or waived by the Buyer.
- If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

#### 4.2 Pool Safety for non-shared pool on Lot

- This clause 4.2 applies if:
  - there is a pool on the Lot and the answer to Q2 of the Reference Schedule is No or Q2 is not completed (for a non-shared pool on the Lot); and
  - this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- This contract is conditional upon:
  - the issue of a Pool Safety Certificate; or
  - a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued;
 by the Pool Safety Inspection Date.
- The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - the Buyer to arrange the inspection; and
  - the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - terminates this contract; or
  - waives the benefit of this clause 4.2

The Buyer must act reasonably.

- The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- The right of a party to terminate under this clause 4.2, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.
- If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

### 5. SETTLEMENT

#### 5.1 Time and Date

- Settlement must occur between 9am and 4pm AEST on the Settlement Date.



- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a Solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the Land Registry Office in or nearest to the Place for Settlement.

## 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

## 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Lot required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

## 5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the tenants under the Tenancies;
  - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
  - (3) manufacturers' warranties regarding the Included Chattels;
  - (4) builders' warranties on the Improvements;
- to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

## 5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

## 5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.

- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

### 6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a settlement obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to: –
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended; and
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - (a) "**Affected Party**" means a party referred to in clause 6.2(1);
  - (b) "**Delay Event**" means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency;

- (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
- (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
- (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Delay Event.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate;
- (2) any reservations or conditions on the title or the original Deed of Grant.

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract, at settlement:
  - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
  - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and

- (d) the Additional Body Corporate Information is correct (if completed).
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) If:
  - (a) the Seller breaches a warranty in clause 7.4(3); or
  - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given within 14 days after the Contract Date but may not claim damages or compensation.
- (6) Clauses 7.4(4) and 7.4(5) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (7) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("**EPA**"), at the Contract Date:
  - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:
  - (i) terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (8) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If there is:
  - (a) an error in the boundaries or area of the Lot;
  - (b) an encroachment by structures onto or from the Lot; or
  - (c) a mistake or omission in describing the Lot or the Seller's title to it;
 which is:
  - (d) immaterial; or
  - (e) material, but the Buyer elects to complete this contract;
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

### 7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("**Work or Expenditure**") must be fully complied with:
  - (a) if issued before the Contract Date, by the Seller before the Settlement Date;

- (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under section 246AG of the *Building Act 1975* that affects the Property. The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property or Land.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

### 7.7 Property Adversely Affected

- (1) If at the Contract Date:
- the Present Use is not lawful under the relevant town planning scheme;
  - the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - access or any service to the Land passes unlawfully through other land;
  - any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
  - the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
  - there is a charge against the Lot under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),
- and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
- inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
  - apply for a certificate of currency of the Body Corporate's insurance from any insurer.

### 7.8 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- once to read any meter;
- for inspections under clause 4;
- once to inspect the Property before settlement; and
- once to value the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

- The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.

### 8.4 Body Corporate Meetings

- The Seller must promptly give the Buyer a copy of:
  - any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - resolutions passed at that meeting and prior to settlement.
- The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
  - any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
  - where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

### 8.5 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- copies of all documents relating to any unregistered interests in the Property;
- full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;



**8.6 Possession Before Settlement**

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

**8.7 Seller's Obligations After Contract Date**

- (1) the Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (2) After the Contract Date, the Seller must not without the prior written consent of the Buyer, give any notice, seek or consent to any order or make an agreement that affects the Property.

**9. PARTIES' DEFAULT****9.1 Seller and Buyer May Affirm or Terminate**

Without limiting any other right or remedy of the parties including those under this contract, or any right at law or in equity, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

**9.2 If Seller Affirms**

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

**9.3 If Buyer Affirms**

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

**9.4 If Seller Terminates**

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

**9.5 If Buyer Terminates**

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

**9.6 Seller's Resale**

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.

- (2) Any profit on a resale belongs to the Seller.

**9.7 Seller's Damages**

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

**9.8 Buyer's Damages**

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

**9.9 Interest on Late Payments**

- (1) The Buyer must pay interest at the Default Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

**10. GENERAL****10.1 Seller's Agent**

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

**10.2 Foreign Buyer Approval**

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**10.3 Duty**

The Buyer must pay all duty on this contract.

**10.4 Notices**

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.

- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

#### 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

#### 10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

#### 10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

#### 10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

#### 10.9 Interpretation

##### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

##### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

##### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

##### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

##### (5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

#### 10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

### 11. ELECTRONIC SETTLEMENT

#### 11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

#### 11.2 Completion of Electronic Workspace

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

#### 11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).



- (3) The Seller and Buyer will be taken to have complied with:
- clause 2.5(3)(c), (e) and (f); and
  - clause 2.5(5)(d) and (e),
- (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
- in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - in relation to any other document or thing, the Seller's Solicitor:
    - confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
    - if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

#### 11.5 Withdrawal from Electronic Settlement

- Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - the transaction is not a Qualifying Conveyancing Transaction; or
  - a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.

- (3) If clause 11.5(2) applies:
- the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 11.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

#### 11.7 Definitions for clause 11

In clause 11:

"**Digitally Sign**" and "**Digital Signature**" have the meaning in the ECNL.

"**ECNL**" means the Electronic Conveyancing National Law (Queensland).

"**Electronic Conveyancing Documents**" has the meaning in the *Land Title Act 1994*.

"**Electronic Lodgement**" means lodgement of a document in the Land Registry in accordance with the ECNL.

"**Electronic Settlement**" means settlement facilitated by an ELNO System.

"**Electronic Workspace**" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"**ELNO**" has the meaning in the ECNL.

"**ELNO System**" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"**Financial Settlement**" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

"**Financial Settlement Schedule**" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

"**Qualifying Conveyancing Transaction**" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- agree to enter into this contract in electronic form; and
- consent to either or both parties signing the contract using an Electronic Signature.

### 12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 38407887  
Search Date: 01/09/2021 16:23

Title Reference: 51010805  
Date Created: 02/11/2015

Previous Title: 50983776

REGISTERED OWNER

Dealing No: 716912625 26/11/2015

ALAN GEOFFREY MARSH  
HEATHER MEAD TRUSTEE  
UNDER INSTRUMENT 716912625

ESTATE AND LAND

Estate in Fee Simple

LOT 30 SURVEY PLAN 276078  
Local Government: BRISBANE CITY  
COMMUNITY MANAGEMENT STATEMENT 47081

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10239242 (POR 225A)

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

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

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2021]  
Requested By: D-ENQ INFOTRACK PTY LIMITED

A blue DocuSign signature box containing the text "ALAN GEOFFREY MARSH".

A blue DocuSign signature box containing the text "HEATHER MEAD".



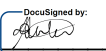
## Privacy Notice and Consent

### Consent

I, SALLY LUCY NATERA

Of 17/40 RAWLINSON STREET, MURRARIE, QLD 4172

have read and understood the attached information. I authorise employees of PRDnationwide Palm Beach and independent contractors of PRDnationwide Palm Beach including their directors, officers and employees, to obtain relevant information from, and release relevant information to, the parties described on page 2 to assist with my involvement with PRDnationwide Palm Beach. I understand that I can revoke my authority at any time. I acknowledge that if I revoke my authority, or if I decline to provide information as requested by PRDnationwide Palm Beach, the company may be unable to provide the products or services I have requested.

Signed  \_\_\_\_\_

Date Sep 9, 2021 | 3:20 PM AEST

Parent/Guardian Signature (if under 18 years of age) \_\_\_\_\_

### Privacy

RMD Traders Pty Ltd (ACN No. 134 655 119) trading as PRDnationwide Palm Beach is committed to protecting your privacy in compliance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs) issued pursuant to the act. This document sets out PRDnationwide Palm Beach's condensed Privacy Notice. PRDnationwide Palm Beach also has a full privacy policy, which contains information about how you can complain about any breach by PRDnationwide Palm Beach of the APPs or an applicable APP Code. A full copy of our privacy policy can be found on our website [www.prdpalmbeach.com.au](http://www.prdpalmbeach.com.au)

### Information Collection, Use and Disclosure

During the course of your involvement with PRDnationwide Palm Beach, we may collect, use or disclose personal information about you for the following purposes:

- Assisting you to sell your property;
- Assisting you to purchase a property;
- Assisting you to lease a property (either as lessor or lessee);
- Assisting you to obtain a loan;
- Assisting you with payment or refund of a bond;
- Assisting you with tenancy disputes;
- Coordinating repairs or maintenance of a property owned or leased by you;
- Recording or accessing information at the Titles Registry Office or other government agency;



- Recording or accessing information at the Residential Tenancies Authority;
- Recording or accessing information on tenancy information services or databases;
- Client and business relationship management;
- Marketing of products and services to you;

The types of personal information we may collect, use or disclose about you includes but is not limited to:

- Your full name;
- Your date of birth;
- Your residential address;
- Your postal address;
- Your email address;
- Your home telephone number;
- Your work telephone number;
- Your mobile telephone number;
- Your occupation and business address;
- Financial information including details of your employer, income, name of bank or financial institution;
- Details of your spouse, de facto, dependent children, and roommates;
- Details of properties owned by you;

In order to provide products and services to you, we may disclose your personal information to the persons/organisations described below:

- In the event that you are a seller or a lessee, we may disclose your personal information to prospective buyers of the property owned or leased by you;
- In the event that you are a buyer or a lessee, we may disclose your personal information to the sellers of the property you are purchasing or leasing;
- Your legal advisor(s) and the legal advisor(s) representing the other party(s) involved in your transaction;
- Your financial institution and/or financial advisor;
- Insurance providers and brokers;
- Utility providers and utility connection service providers;
- Persons or organisations involved in providing, managing or administering your product or service including independent contractors engaged by us as real estate agents;
- Tradespeople engaged by us to repair or maintain a property owned or leased by you;
- Organisations involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including maintaining or upgrading our computer systems;
- Persons or organisations involved in purchasing part or all of our business;
- Our related companies;



- Organisations involved in the payments systems including financial institutions, merchants and payment organisations;
- The Titles Registry Office or other government agencies;
- The Residential Tenancies Authority;
- Police;
- Tenancy information services or databases;
- Real estate websites;
- Real estate peak bodies;

Whenever it is reasonable or practicable to do so, we will collect your personal information directly from you. Sometimes it will be necessary for us to collect information from a third party or a publicly available source, such as a credit reporting agency, your legal adviser, your past or current employers, your previous lessors or property managers, and tenancy information services or databases.

In the course of providing services to you, it may be necessary for us to enter your personal information into forms generation software and real estate websites. Depending on the terms of use of such software and websites, a third party may acquire rights to use or disclose information entered into the relevant forms or websites.

We may disclose your personal information to recipients within Australia or to overseas recipients. Should information be required to be sent interstate or overseas, we will take steps to protect the privacy of your information.

We need your permission to collect, use and disclose your personal information, and we therefore ask that you sign the consent on the first page of this document to indicate your consent.

In the event that you do not consent to PRDnationwide Palm Beach collecting and releasing your personal information as described above, we may be unable to provide the services requested by you.

### **Access to, and correction of personal information**


You have the right to request access to your personal information and to request that PRDnationwide Palm Beach update or correct your personal information. A charge may apply for providing access to your information.

Our privacy policy contains further information about how you may request access to, and correction of, your personal information.

### **Contacting Us**

You may contact us by mail, email or telephone as follows:

PRDnationwide House  
40-42 Palm Beach Avenue  
Palm Beach QLD 4221

 07 5534 6044

 palmbeach@prd.com.au