

Contract for Residential Lots in a Community Titles Scheme

Tenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of 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: 2ND JUNE, 2018

SELLER'S AGENT

NAME: SNOWLAKE P/L ACN 057 207 566 T/A TOM OFFERMANN REAL ESTATE

ABN: 35 212 744 586

LICENCE NO: 1601739

ADDRESS: 92 NOOSA PARADE

SUBURB: NOOSA HEADS

STATE: QLD POSTCODE: 4567

PHONE: 07 5449 2500

MOBILE:

FAX: 07 5449 2400

EMAIL:

SELLER

NAME: BRENDAN JAMES TRAVERS VOTE and MICHELLE VOTE AS TRUSTEE UNDER INSTRUMENT 717035810

ABN:

ADDRESS: 36 THISTLE STREET WEST

SUBURB: SOUTH LAUNCESTON

STATE: TAS POSTCODE: 7249

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: Stella Conveyancing

REF: CONTACT: Jenni McCaul

ADDRESS: 28 Eenie Creek Rd

SUBURB: Noosaville

STATE: QLD POSTCODE: 4566

PHONE: 1300 516171

MOBILE: 041 7767390

FAX:

EMAIL: jenni@stellaconveyancing.com.au

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Handwritten initials: MV, JB

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**BUYER**

NAME:

DAVID CIOLA

ABN:

ADDRESS:

9 VINCENT AVE

SUBURB:

GEELONG

STATE: VIC

POSTCODE: 3220

PHONE:

MOBILE:

0412 412 446

FAX:

EMAIL:

dciola.development@gmail.com

NAME:

ROSA MARIA CIOLA

ABN:

ADDRESS:

9 VINCENT AVE

SUBURB:

GEELONG

STATE: VIC

POSTCODE: 3220

PHONE:

MOBILE:

0412 417 36

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:

MILLS OAKLEY

REF:

CONTACT:

MADELYN DAWSON

ADDRESS:

LEVEL 14, 145 ANN ST

SUBURB:

BRISBANE

STATE: QLD

POSTCODE: 4000

PHONE:

MOBILE:

FAX:

EMAIL:

(07) 3010 8002

**PROPERTY**

Lot: ADDRESS:

UNIT 9214 'VIRIDIAN NOOSA' 5 MORWONG DRIVE

SUBURB:

NOOSA HEADS

STATE: QLD

POSTCODE: 4567

Description: Lot:

9214

on:

BUP

GTP

SP 190823

Scheme:

Community Titles Scheme:

Title Reference:

50813292

Present Use:

RESIDENTIAL DWELLING

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Local Government: NOOSA COUNCIL

Excluded Fixtures:

[Empty box for Excluded Fixtures]

Included Chattels: REFER TO ATTACHED INVENTORY - NOT ATTACHED

PLEASE PROVIDE a/c

*[Handwritten initials]*

**PRICE**

Deposit Holder: TOM OFFERMANN REAL ESTATE

Deposit Holder's Trust Account: TOM OFFERMANN REAL ESTATE

Bank: BANK OF QUEENSLAND, NOOSAVILLE

BSB: 124 001 Account No: 13285721

Purchase Price: \$ 305,000

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

Deposit: \$ 5,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.  
UPON ACCEPTANCE

\$ 10,250 Balance Deposit (if any) payable on:  
UPON CONTRACT BECOMING 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: \$ \_\_\_\_\_ ← 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: \_\_\_\_\_

Finance Date: \_\_\_\_\_

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

Inspection Date: 21 DAYS FROM 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:

[Empty box for listing encumbrances]

← 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:

SUBJECT TO HOLIDAY LETTINGS

TERM AND OPTIONS:

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

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

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Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

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

← 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.

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

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

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

← Clause 4.2(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 (s 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 (s 223(2)(c)(d))\*

\_\_\_\_\_

(c) Circumstances in Relation to Affairs of Body Corporate (s 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

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**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: REFER TO ATTACHED DISCLOSURE STATEMENT

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Aggregate Interest Schedule Lot Entitlement: REFER TO ATTACHED DISCLOSURE STATEMENT

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Contribution Schedule Lot Entitlement of Lot: REFER TO ATTACHED DISCLOSURE STATEMENT

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Aggregate Contribution Schedule Lot Entitlement: REFER TO ATTACHED DISCLOSURE STATEMENT

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**INSURANCE POLICIES**

Insurer: REFER TO ATTACHED DISCLOSURE STATEMENT 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 s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

**SPECIAL CONDITIONS**

REFER TO ANNEXURE A

[Empty box for special conditions]

**SETTLEMENT**

Settlement Date: ON OR BEFORE 60 DAYS FROM DATE OF CONTRACT

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

Place for Settlement: NOOSA HEADS

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

**SIGNATURES**

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

Buyer: \* [Signature]

Witness: [Signature]

Not required if this contract is signed electronically

SIGN HERE

Buyer: [Signature]

Witness: [Signature]

Not required if this contract is signed electronically

Seller: \* [Signature]

Witness: [Signature]

Not required if this contract is signed electronically

SIGN HERE

Seller: [Signature]

Witness: [Signature]

Not required if this contract is signed electronically

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.

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**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 Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (c) **"Balance Purchase Price"** means the Purchase Price, less the Deposit, adjusted under clause 2.6;
- (d) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*.
- (e) **"Body Corporate"** means the body corporate of the Scheme;
- (f) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (g) **"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;
- (h) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (i) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
- (j) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (k) **"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).
- (l) **"CGT Withholding Amount"** means the amount determined under s14-200(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 s14-235;
- (m) **"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*;
- (n) **"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*;
- (o) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
- (p) **"Court"** includes any tribunal established under statute;
- (q) **"Disclosure Statement"** means the statement under Section 206 (Existing Lot) or Section 213 (Proposed Lot) of the *Body Corporate and Community Management Act 1997*;
- (r) **"Encumbrances"** includes:  
 (i) unregistered encumbrances  
 (ii) statutory encumbrances; and  
 (iii) Security Interests.
- (s) **"Essential Term"** includes, in the case of breach by:  
 (i) the Buyer; clauses 2.2, 2.5(1), 5.1 and 6.1; and  
 (ii) the Seller; clauses 5.1, 5.3(1)(a) – (d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (t) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (u) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (v) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (w) **"GST"** means the goods and services tax under the *GST Act*;
- (x) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (y) **"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;
- (z) **"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;
- (aa) **"Land"** means the scheme land for the Scheme;
- (bb) **"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;
- (cc) **"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;
- (dd) **"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.
- (ee) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ff) **"Pool Safety Certificate"** has the meaning in Section 231C(a) of the *Building Act 1975*;
- (gg) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
- (hh) **"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;

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- (ii) "Pool Safety Inspector" means a person authorised to give a Pool Safety Certificate;
- (jj) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (kk) "Property" means:
  - (i) the Lot;
  - (ii) the right to any Exclusive Use Areas;
  - (iii) the Improvements;
  - (iv) the Included Chattels;
- (ll) "Regulation Module" means the regulation module for the Scheme;
- (mm) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;
- (nn) "Reserved Items" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (oo) "Scheme" means the community titles scheme containing the Lot;
- (pp) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (qq) "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.
- (rr) "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;
- (ss) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (tt) "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 s14-215 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 s14-235 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 Deputy 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 Australian Taxation Office for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;

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- (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 Commissioner in accordance with s14-200 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 s14-215 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.

## 2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(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.
- (12) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) 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:
  - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) 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.

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- (17) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of—
- (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

### 3. FINANCE

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

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

#### 4.1 Building and Pest Inspection

- (1) 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).
- (2) The Buyer must give notice to the Seller that:
  - (a) 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
  - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) 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.
- (5) 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

- (1) This clause 4.2 applies if:
  - (a) 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
  - (b) this contract is not a contract of a type referred to in Section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
  - (a) the issue of a Pool Safety Certificate; or
  - (b) a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued; by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - (a) the Buyer to arrange the inspection; and
  - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - (a) terminates this contract; or
  - (b) waives the benefit of this clause 4.2

The Buyer must act reasonably.

- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) 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).
- (7) 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.
- (8) 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

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree 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.

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### 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 Natural Disaster but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' settlement obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their settlement obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its settlement obligations.
- (4) When an Affected Party is no longer prevented from performing its settlement obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended; and
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - (a) "Affected Party" means a party referred to in clause 6.2(1);
  - (b) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
  - (c) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
  - (d) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Natural Disaster.

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## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to the *Body Corporate and Community Management Act 1997* and the By-Laws of the Body Corporate.

### 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) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
  - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.(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.

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- (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 588 or 590 of the *Sustainable Planning Act 2009* 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:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (f) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
  - (g) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*, 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:
  - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
  - (b) 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:

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

#### 8.3 Seller's Obligations After Contract Date

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

#### 8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
  - (a) 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
  - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) 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:

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

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#### 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 common law, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

#### 9.2 If Seller Affirms

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

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

#### 9.3 If Buyer Affirms

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

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

#### 9.4 If Seller Terminates

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

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

#### 9.5 If Buyer Terminates

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

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

#### 9.6 Seller's Resale

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

#### 9.7 Seller's Damages

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

#### 9.8 Buyer's Damages

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

#### 9.9 Interest on Late Payments

- (1) 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*.

#### 10.3 Duty

The Buyer must pay all duty on this contract.

#### 10.4 Notices

- (1) Notices under this contract must be in writing and may be given by a party's Solicitor.
- (2) Notices may be given by:
  - (a) delivering or posting to the other party or its solicitor; or

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- (b) sending to the facsimile number or email address of the other party or its solicitor stated in the Reference Schedule or another facsimile number or email address specified in a notice given by the recipient to the sender.

*[Note: Whilst notices under this contract may be sent by email they are not 'given' until they are capable of being retrieved by the addressee at the nominated email address in accordance with s24 of the Electronic Transactions (Queensland) Act 2001.]*

- (3) Posted notices will be treated as given 3 Business Days after posting.
- (4) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.
- (5) Notices given after 5pm will be treated as given on the next Business Day.
- (6) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.

#### 10.5 Business Days

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

#### 10.6 Rights After Settlement

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

#### 10.7 Further Acts

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

#### 10.8 Severance

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

#### 10.9 Interpretation

##### (1) Plurals and Genders

Reference to:

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

##### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (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.

## 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 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(2)) 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 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) and 2.5(3)(f).

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- (3) The Seller and Buyer will be taken to have complied with clause 2.5(3) (if applicable) if:
- the Buyer complies with clause 2.5(3)(d);
  - the Financial Settlement Schedule specifies payment of the CGT Withholding Amount to the account nominated by the Deputy Commissioner for Taxation.
- (4) The Seller will be taken to have complied with clauses 5.3(1)(b) and (c) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than the releases of Encumbrances referred to in clause 11.3(5)) for Electronic Lodgement in the Land Registry.
- (5) The Seller will be taken to have complied with clause 5.3(1)(c), (d), (e) and (f) if 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.
- (6) 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.
- (7) 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.

#### 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 PEXA is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.
- A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, settlement is deemed to occur at the time of Financial Settlement.

#### 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 PEXA; or
  - the Buyer's or Seller's Financial Institution is unable to settle using PEXA.

(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 PEXA 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 PEXA.

**Electronic Workspace** means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement.

**Financial Settlement** means the exchange of value between Financial Institutions 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.

**PEXA** means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents.

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

# Annexure A

## 1.0 REPRESENTATIONS AND WARRANTIES

The Buyer acknowledges that:

- 1.1 other than those expressly provided in the Contract, the Buyer has not relied upon any warranty or representation given or made by or on behalf of the Seller;
- 1.2 the Buyer has relied entirely on the Buyer's own judgement in entering into this Contract; and
- 1.3 the terms and conditions contained in this Contract comprise the whole of the agreement between the parties.

## 2.0 SIGNING BY FACSIMILE OR EMAIL

- 2.1 This Contract may be executed in any number of counterparts and all the counterparts together shall make one instrument.
- 2.2 This Contract may be validly created by counterparts sent by facsimile or email if, in the order listed:
  - (1) the first party signs the Contract and forwards it to the second party or its Solicitors;
  - (2) the second party or its Solicitor signs the copy of the Contract faxed or emailed to it; and
  - (3) the second party or its Solicitor faxes or emails the fully signed copy of the Contract back to the first party or its Solicitor.
- 2.3 The parties agree to be bound by copies of this Contract which have been signed and faxed or emailed in accordance with this Special Condition.
- 2.4 Further, the parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions (Qld) Act 2001, in relation to the execution of this Contract.

## 3.0 DUE DILIGENCE

- 3.1 This Contract is subject to and conditional upon:
  - (a) the Buyer conducting whatever reviews and searches and obtaining reports the Buyer might wish to obtain in respect of the property (Due Diligence); and
  - (b) the Buyer being satisfied with the results of the Due Diligence within <sup>(7) BUSINESS DAYS</sup> 21 days of the Contract Date (Due Diligence Date).
- 3.2 The Buyer must give notice to the Seller by 5:00 pm on the Due Diligence Date that it is either:
  - (a) satisfied with its Due Diligence; or
  - (b) not satisfied with the results of its Due Diligence in its absolute discretion and elect to terminate this Contract at which time this Contract will be at an end and all deposit monies shall be refunded to the Buyer without deduction.
- 3.3 The Seller authorises the Buyer to inspect records held by any authority relating to the Property.

## 4.0 IF A BETTER OFFER IS RECEIVED THEN CONTRACT WILL BE MADE UNCONDITIONAL OR TERMINATED (SUNSET CLAUSE)

- (a) In the event the Seller receives a written offer on terms considered by the Seller to be more favourable within 21 days from the date of Contract, the Seller may give notice ("the Notice") to the Buyer of such an offer together with a copy of the offer.
- (b) The Buyer, upon receipt of the Notice may elect to declare this Contract unconditional in relation to Clause 3 of the Terms of Contract and any special condition by giving notice of such election ("Notice of Election") to the Seller within 2 Business Days of receipt by the Buyer of the Notice.
- (c) Should the Buyer not deliver a Notice of Election in accordance with this special condition then this Contract shall be at an end and the Deposit shall be refunded to the Buyer.

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**Improvements on Common Property for which buyer will be responsible**

None recorded on Register of Authorisations Affecting Common Property.  
By-law 5B re Twin Key Foyer. Refer to attached By-law and Exclusive Use Plan  
(Improvements without body corporate approval should be disclosed here by the seller)

**Assets on Register**

Copy of register attached

**Insurance**

Insurer:	QBE Insurance (Aust) Ltd C/- CHU
Policy No:	CS0003241
Current to:	31.05.18
Building Cover:	\$ 184,845,150
Public Liability:	\$ 20,000,000
Common Contents:	\$ 1,848,452
Loss of Rent:	\$ 27,726,773
Building Catastrophe:	\$ 55,453,545
Office Bearers Liability:	\$ 5,000,000
Machinery Breakdown:	\$ 50,000

**Signing**

*[Signature]*  
 Seller/Seller's Agent  
 31.10.2017  
 Date

*[Signature]*  
 Witness

**Buyer's Acknowledgement**

The buyer acknowledges having received and read this statement from the seller before entering into the contract.

*[Signature]*  
 Buyer  
 31/06/18  
 Date

*[Signature]*  
 Witness

The information contained in this two page statement is provided exclusively in relation to the lot mentioned and has been obtained from records made available by the body corporate and is accurate only to the extent of the accuracy of the records produced. INSIDE OUT LEGAL SERVICES does not warrant the accuracy or reliability of the body corporate records produced including any information advised from computer records. Only improvements on common property properly authorised and recorded in body corporate records have been stated. A physical inspection of the property is not undertaken.

*[Signature]*

INSIDE OUT LEGAL SERVICES  
31.10.17

*[Handwritten initials]*

This report has been prepared from information obtained from an inspection of files and records supplied or to which access was allowed by the representative of the Body Corporate and contains an accurate report based on such information. No warranty is given by INSIDE OUT LEGAL SERVICES as to the accuracy or reliability of the files and records presented at the time of inspection including information advised from computer records. The information obtained for the Sellers Disclosure is based on an inspection limited to general meeting minutes dating back 5 years, committee meeting minutes dating back 2 years, quotations dating back 1 year and correspondence dating back 12 months only from the date of this report.

CTS 41478

LOT NO. 9214

DATE: 31.10.17

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## **INFORMATION TO ASSIST THE SELLER IN COMPLETING THE STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS SECTION OF THE CONTRACT**

**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(2)(b) Body Corporate and Community Management Act 1997-200*

Refer to Minutes of Committee Meeting held 16.10.17 re:

- Main Pool. An informal approval was given by the Committee to accept a quote from Aqua Bright for \$9,200.00 plus GST to undertake repairs to rectify a leak from the main resort pool.

Refer to attached extract from Minutes of Committee Meeting held 30.03.17 re:

- Lap Pool Subsidence – a survey of the lap pool is to be carried out to establish the level of subsidence and determine how issues may be managed.

**(b) Actual or Contingent or Expected Liabilities of Body Corporate**

*[Section 223(2)(d) Body Corporate and Community Management Act 1997-2003]*

Refer to Minutes of Committee Meeting held 16.10.17 re:

- Main Pool. An informal approval was given by the Committee to accept a quote from Aqua Bright for \$9,200.00 plus GST to undertake repairs to rectify a leak from the main resort pool.
- Bunya Pine. A quote for \$6,250.00 plus GST was accepted to remove a dying Bunya Pine near the sales office.
- Pool Furniture. Informal approval by the Committee was given to accept a quote for \$5,447.00 to replace ageing pool furniture.

Refer to attached extract from Minutes of AGM held on 04.09.17:

- Compactor/Bin Enclosure - Motion 10 - Approval for construction of a compactor/bin enclosure and to spend up to \$ 260,000 + GST for the works.

Refer to attached extract from Minutes of the Budget Committee Meeting held on 11.07.17:

- Insurance Claims – one slip and fall claim from an incident in 2014 has been sent to the previous broker. Also refer to correspondence dated 09.03.17 from Kerrin Lawyers and a Claims Progress Advice dated 13.06.17.

Refer to attached Sinking Fund Forecast prepared by Star Building Management Services dated 26.05.15.

**(c) Circumstances in Relation to Affairs of the Body Corporate**

*[Section 223(3) Body Corporate and Community Management Act 1997-2003]*

Refer to the attached extract from Minutes of AGM held 28.08.17:

- Motion 9 proposed to enter into a 5 year lease agreement with Staging Connections. Motion 9 ruled out of order with the Committee to seek legal advice.

**(d) Exceptions to Warranties in Clause 7.4(3) of REIQ Contract for Lots in a Community Titles Scheme (Sixth Edition)**

None found on records searched.

**(e) Proposed Body Corporate Resolutions – Clause 8.4 of REIQ Contract for Lots in a Community Titles Scheme (Sixth Edition)**

Refer to Agenda for EGM scheduled to be held on 21.11.17 to propose a Variation of the Caretaking and Letting Agreement to allow the allocating of common property.

**ATTACHED:**

- Exclusive use By-law 51 and Exclusive Use Plan
- Asset Register
- Agenda for EGM scheduled to be held 21.11.17
- Minutes of Committee Meeting held 16.10.17
- Extract from Minutes of Committee Meeting held 30.03.17
- Extract from Minutes of AGM held 04.09.17
- Extract from Budget Committee Minutes held 11.07.17
- Correspondence dated 09.03.17 and 13.06.17
- Sinking Fund Forecast 26.05.15
- Pool Safety Certificate

Title Reference 50813138

- (o) Live music and entertainment for guests is to be provided indoors only and in such a manner that sound from the activities is attenuated in accordance with the conditions of the relevant licence under the liquor Act and during the hours specified in that licence but in any event not after midnight.
- (p) The Owner or occupier of the Conference and Restaurant Lot must continue to operate its business from the Conference and Restaurant Lot at all times and in the manner generally required for the facility of that type in an international apartment resort.
- (q) *The hours of operation of the health spa shall be between the hours of 9.00am and 9.00pm daily 7 days a week.*
- (r) *When external guests book health spa treatments they must be advised of the proximity of the Health Spa Lot to Hastings Street, the direct pathway network between the Health Spa Lot and Hastings Street and the limited amount of parking provided on the Scheme Land.*
- (s) The Owner or occupier of the Health Spa Lot must continue to operate its business from Health Spa Lot at the times and in the manner generally required for a facility of that type in an international apartment resort.
- (t) The Owner and occupier of the pool bar on the Scheme Land must continue to operate its business from the pool bar at the times and in the manner generally required for a facility of that type in an international apartment resort.

57. SHOPS AND RESORT SUPPORT SERVICES

- (a) The Original Owner and the Body Corporate may lease, licence or grant occupancy rights in respect of the Shops or resort support facilities on the Common Property mentioned in Schedule E under the heading By-law 57 for resort support facilities including retail, storage and administrative purposes on such terms as the Body Corporate reasonably requires but otherwise for the benefit of the Body Corporate.
- (b) The use rights granted to the operator or operators of the Shops or resort support facilities shall be subject to all necessary Approvals from the Assessing Authority except in circumstances where such use is permitted under an existing Approval.
- (c) The use rights granted to the operator or operators of the Shops or resort support facilities may be by way of lease, licence, exclusive use or special privilege rights but the lease, licence, exclusive use or special privilege rights attaching to Area D on Plan M1736-107 is to be terminable on 30 days notice if at anytime the Body Corporate requires Area D for use as a booster pump room for the benefit of the Scheme.

58. TWIN KEY FOYER

- (a) \*\*The Original Owner is authorised to allocate the exclusive use of that part of the Common Property (Twin Key Foyer) to the occupiers of Lots specified in a written notice to the Body Corporate. The Occupiers of Lots mentioned in Schedule E under the heading By-law 58 are entitled to the exclusive use of that part of the Common Property ("Twin Key Foyer") which is identified in Schedule E. The following conditions apply to such use:
  - (i) the Twin Key Foyer must only be used as a foyer and in a manner which does breach any reasonable health or safety directions from the Body Corporate or the Committee or for such other purposes permitted by the Body Corporate or the Committee, acting reasonably;
  - (ii) the Occupier must keep the Twin Key Foyer clean and tidy;
  - (iii) the Body Corporate must carry out its duties (including maintenance and operating duties) in respect of the Twin Key Foyer;

Title Reference 50813136

8304 on SP 190823	EUG36 area on Exclusive Use Plan F
8305 on SP 190823	EUG37 area on Exclusive Use Plan F
8306 on SP 190823	EUG38 area on Exclusive Use Plan F
8307 on SP 190823	EUG39 area on Exclusive Use Plan F
8308 on SP 190823	EUH09 area on Exclusive Use Plan H
8309 on SP 190823	EUH13 area on Exclusive Use Plan H
8401 on SP 190823	EUH25 includes storage area on Exclusive Use Plan H
8402 on SP 190823	EUH06 area on Exclusive Use Plan H
8403 on SP 190823	EUH05 area on Exclusive Use Plan H
8404 on SP 190823	EUH10 area on Exclusive Use Plan H
8405 on SP 190823	EUH17 area on Exclusive Use Plan H
8406 on SP 190823	EUH18 area on Exclusive Use Plan H
8407 on SP 190823	EUH19 area on Exclusive Use Plan H
8408 on SP 190823	EUH23 area on Exclusive Use Plan H
8409 on SP 190823	EUH26 area on Exclusive Use Plan H
8410 on SP 190823	EUH04 area on Exclusive Use Plan H
8411 on SP 190823	EUH20 area on Exclusive Use Plan H
8504 on SP 190823	EUH11 area on Exclusive Use Plan H
8505 on SP 190823	EUH12 area on Exclusive Use Plan H
8506 on SP 190823	EUH14 area on Exclusive Use Plan H
8507 on SP 190823	EUH15 area on Exclusive Use Plan H
8508 on SP 190823	EUH22 area on Exclusive Use Plan H
8509 on SP 190823	EUH24 area on Exclusive Use Plan H
8510 on SP 190823	EUH01 area on Exclusive Use Plan H
8601 on SP 190823	EUH08 area on Exclusive Use Plan H
8602 on SP 190823	EUH07 area on Exclusive Use Plan H
	EUH02 area on Exclusive Use Plan H
	EUH03 area on Exclusive Use Plan H
	EUH32 area on Exclusive Use Plan H
9201 on SP 190823	EUI01 area on Exclusive Use Plan I
9202 on SP 190823	EUI02 area on Exclusive Use Plan I
9203 on SP 190823	EUI03 area on Exclusive Use Plan I
9204 on SP 190823	EUI04 area on Exclusive Use Plan I
9205 on SP 190823	EUI05 area on Exclusive Use Plan I
9206 on SP 190823	EUI30 area on Exclusive Use Plan I
9207 on SP 190823	EUI29 area on Exclusive Use Plan I
9208 on SP 190823	
9209 on SP 190823	
9210 on SP 190823	
9211 on SP 190823	
9212 and 9312 on SP 190823	
9213 and 9313 on SP 190823	
9214 and 9314 on SP 190823	
9215 and 9315 on SP 190823	
9216 and 9316 on SP 190823	
9301 on SP 190823	EUI31 area on Exclusive Use Plan I
9302 on SP 190823	EUI06 area on Exclusive Use Plan I
9303 on SP 190823	EUI07 area on Exclusive Use Plan I
9304 on SP 190823	EUI08 area on Exclusive Use Plan I

Title Reference 50813136

5. By-law 57 – Shops and Resort Support Services

	Area
Common Property	Area D on Lease/Licence Plan A
Common Property	Area E on Lease/Licence Plan B
Common Property	Area G on Lease/Licence Plan C

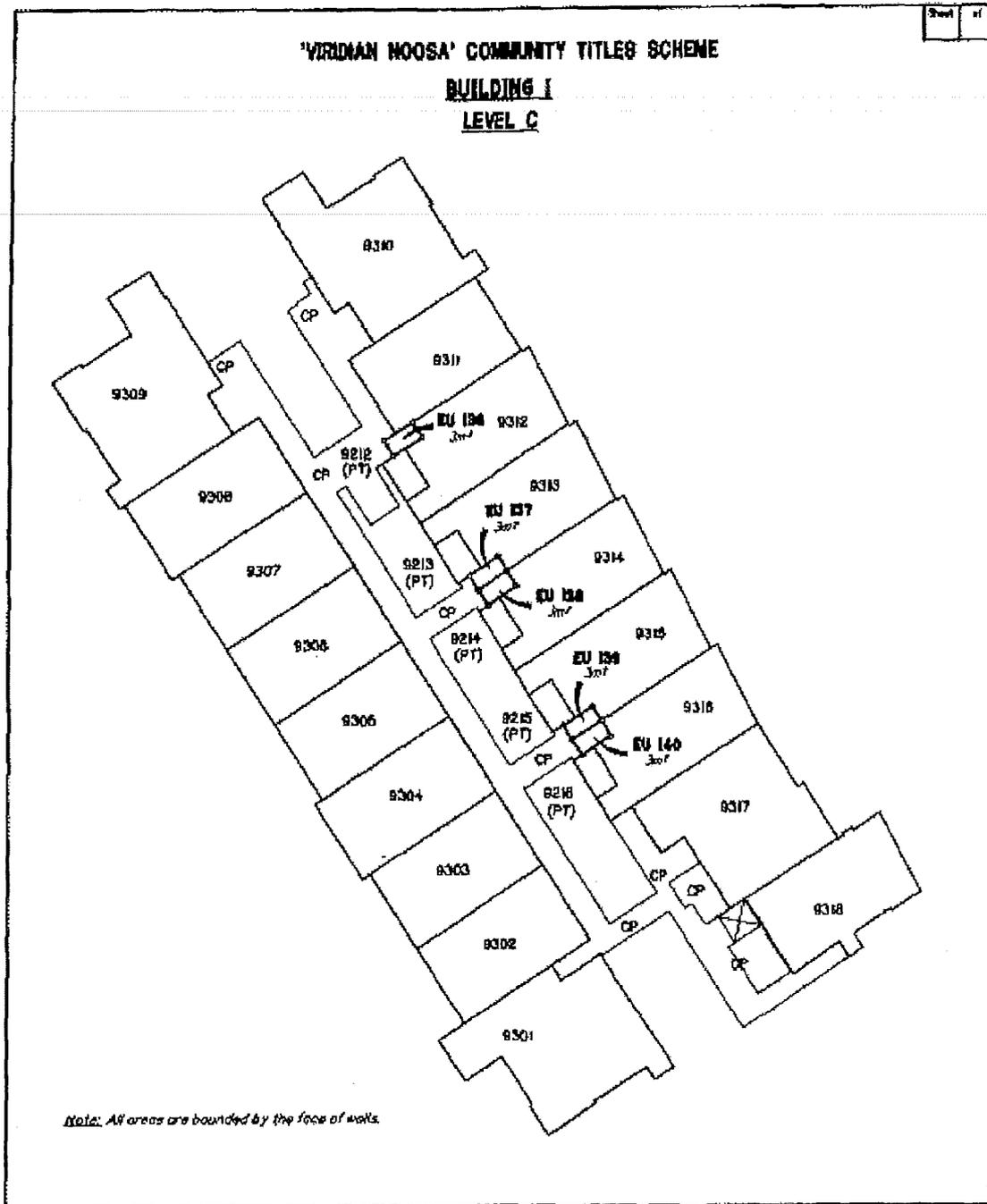
6. By-law 58 – Twin Key Foyer

Lot on Plan	Area
4303 and 4304	EUD21 on Exclusive Use Plan D
4305 and 4306	EUD22 on Exclusive Use Plan D
4403 and 4404	EUD23 on Exclusive Use Plan E
4405 and 4406	EUD24 on Exclusive Use Plan E
9212 and 9312	EUI36 on Exclusive Use Plan J
9213 and 9313	EUI37 on Exclusive Use Plan J
9214 and 9314	EUI38 on Exclusive Use Plan J
9215 and 9315	EUI39 on Exclusive Use Plan J
9216 and 9316	EUI40 on Exclusive Use Plan J

7. By-law 59 - Special Licence Areas

	Area
Common Property	Area H on Special Licence Area Plan A
Common Property	Area I on Special Licence Area Plan A
Common Property	Area U on Special Licence Area Plan B

Title Reference 50813136



<p>SCALE 1:250 (A3)</p>		<p>SKETCH PLAN OF EXCLUSIVE USE AREA IN COMMON PROPERTY ON LEVEL C OF BUILDING I OF VIRDIAN NOOSA CTS</p>	
<p>PARISH MEYBA</p>		<p>JONES PLUM &amp; PINE JONES PLUM &amp; PINE PTY. LTD. A/CN 599 414 043 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## ASSET REGISTER

23 October 2017

## VIRIDIAN NOOSA CTS 41478

Description	Type	Method of Acquisition	Date of Acquisition	Acquired from	Original Cost	Cost to date	Market Value
Pool Equipment	Plant and Machinery	Gift	30/06/10			0.00	
Pool Furniture	Furniture & Fittings	Gift	30/06/10			0.00	
Artworks	Furniture & Fittings	Gift	30/06/10			0.00	
Decorative Items	Furniture & Fittings	Gift	30/06/10			0.00	
Gym Equipment	Plant and Machinery	Gift	30/06/10			0.00	
Common Property Furniture	Furniture & Fittings	Gift	30/06/10			0.00	
Common Property Equipment	Plant and Machinery	Gift	30/06/10			0.00	
Koala Signs under EMP	Furniture & Fittings	Gift	30/06/10			0.00	
					Page Totals	0.00	0.00
					Report Totals	0.00	0.00



Body Corporate for  
**Viridian Noosa CTS 41478**

*An SSKB supported community*



**Extraordinary  
General  
Meeting  
Notice**

**Tuesday 21 November  
2017**

Meeting at 9.00am QLD Time

in the office of  
**SSKB**  
66 Duporth Avenue, Maroochydore and  
via teleconference

Body Corporate for

# Viridian Noosa CTS 41478

Dear Owners

## Your Extraordinary General Meeting

Your attendance at the extraordinary general meeting (EGM) gives you the chance to have your say on issues affecting your property to make it a better place to live and a better investment. If you are unable to attend the EGM, please:



1. complete the voting paper



2. forward your voting paper to The Secretary, c/- SSKB, PO Box 1405, MAROOCHYDORE QLD 4558, Fax 5445 6310 or email [rchapman@sskb.com.au](mailto:rchapman@sskb.com.au) so that it is received before the meeting date.

Symbols outside the margin indicate things for you to action

The information that follows includes:

- a voting paper which contains –
  - motions put forward by the body corporate committee or fellow owners, which you can vote to support or reject
- explanatory schedules for further information on some of the motions
- company nominee forms if required
- secret voting paper and envelope

If any element requires further explanation or you require assistance completing your voting papers, please contact us and we'll be happy to help. We hope to see you at the EGM.

Yours faithfully,

Per:

### Viridian Noosa Committee

Please direct any correspondence to our Sunshine Coast office:

PO Box 1405, MAROOCHYDORE QLD 4558 | T +61 7 5453 9550 F +61 7 5445 6310 | E [sskb@sskb.com.au](mailto:sskb@sskb.com.au)

# Extraordinary General Meeting Agenda

This agenda lists the details of how the meeting will be conducted and the motions to be considered at the meeting. The full text of each motion is set out in the accompanying voting paper. Any additional material is included in the explanatory schedule.

## **Registration of Persons Present at Meeting**

## **Confirmation or Withdrawal of Proxies and Voting Papers**

## **Quorum**

## **Open Meeting at 9.00am QLD Time**

## **Statutory Motions - Refer Schedule "A" For Explanatory Notes**

1. Confirmation of Minutes of Previous Meeting - Motion by Ordinary Resolution

## **Motions from the Committee - Refer Schedule "B" For Explanatory Notes**

2. Variation of Caretaking and Letting Agreement- Motion by Ordinary Resolution by Secret Ballot without the use of proxies

## **Next Meeting**

A time, date and venue of the next Committee meeting should be scheduled before the closure of the meeting.

## **Closure**

When the meeting has ended the Chairperson will declare the meeting closed.

# Explanatory Schedules

## Schedule A – Statutory motions

1. Confirmation of Minutes of Previous Meeting – To confirm that the minutes are a true and correct record of that meeting.

## Schedule B – Motions from the Committee

2. Variation of Caretaking and Letting Agreement -

Under section 134 of the Accommodation Module, a body corporate may give a service contractor or letting agent an authority to occupy a part of common property for particular purposes to enable them to perform obligations under their engagement as a service contractor or to operate as a letting agent.

The Caretaking and Letting Agreement (**CLA**) contains various occupation authorities but does not currently provide an occupation authority for the part of common property described as Building D, Level A, Area marked D on the Occupation Authority Plan attached to the motion.

Under clauses 4.11 and 4.12 of the CLA, Mantra is required to operate facilities for functions. The Scheme provides a number of services to the public and for the benefit of lot owners in the Scheme including accommodation, weddings and conferences.

Mantra has (with the approval of the Committee) engaged Staging Connections Pty Ltd to provide audio-visual services for functions as envisaged under clause 6.1(b) of the CLA for the operation and provision of various facilities in the Resort, including conference facilities.

Mantra and Staging Connections have agreed that Staging Connections will provide the audio visual, event staging and event production services for functions and Mantra has agreed to assist to secure an area to use as office space, sufficient to accommodate Staging Connections' staff and office and assist to secure a storage area of sufficient size to properly house the equipment used by Staging Connections to provide its services to Mantra.

The committee recommends the following variation to the CLA if the body corporate decides to grant an occupation authority for that part of the common property identified above:

Include a clause acknowledging that part of Mantra's duties under the Caretaking and Letting Agreements is the facilitation of functions, including provision of audio-visual services because although this is implied, the variation will make that an express provision of the agreement;  
An agreed reduction of the amount of remuneration payable to Mantra (representing the benefit to the owners as a whole) to reasonable compensate the body corporate and in consideration of the grant of the occupation authority proposed;  
State the specific purpose of the occupation authority is for office space/storage.

Because section 134(5)(d) of the Accommodation Module provides:

*(5) An occupation authority -*

*(d) must not be amended or terminated without the agreement of the property occupier –*

*(i) for a property occupier who is a service contractor – during the term of the engagement of the property occupier as a service contractor; or*

*(ii) for a property occupier who is a letting agent – during the term of the authorisation of the property occupier as a letting agent,*

the committee also recommends a clause (which has been included in the Deed) whereby Mantra consents to the termination of the occupation authority when:

- I. the Service Agreement ends; or
- II. if terminated sooner by Mantra, on such termination.

# Voting Paper

You can attend your EGM in person and vote from the floor of the meeting or submit your voting paper. You may also appoint a proxy to vote on your behalf.

 To vote on these motions in writing, please detach this voting paper and tick either the YES, NO or ABSTAIN box beside each motion. For motions with alternatives, you are also required to tick one of the alternatives.

 After signing the bottom of each page of the voting paper, please forward it to the **Secretary, C/- SSKB** at PO Box 1405, Maroochydore Qld 4558 | Fax (07) 5445 6310 | Email [sskb@sskb.com.au](mailto:sskb@sskb.com.au) so that it is received before the meeting date. Do not hand your voting paper to anyone other than the Secretary or a SSKB representative to ensure your vote is valid.

To ensure your vote counts, submit this Voting Paper to the Secretary, C/- SSKB and the yellow paper to the Returning Officer

## Statutory Motions - Refer Schedule "A" For Explanatory Notes

### 1. Confirmation of Minutes of Previous Meeting - Motion by Ordinary Resolution

THAT the minutes of the Annual General Meeting held on 4 September 2017 be confirmed.

YES  NO  ABSTAIN

## Motions from the Committee - Refer Schedule "B" For Explanatory Notes

### 2. Variation of Caretaking and Letting Agreement- Motion by Ordinary Resolution by Secret Ballot without the use of proxies

*Please refer to Secret Voting Paper to vote on this motion and place in envelope provided and return to the Returning Officer*

## Next Meeting

A time, date and venue of the next Committee meeting should be scheduled before the closure of the meeting.

## Closure

When the meeting has ended the Chairperson will declare the meeting closed.



TO COMPLETE THIS VOTING PAPER, PLEASE SIGN THIS BOX ON EACH PAGE  
This voting paper is to be recorded as my/our vote in respect of the motions set out above.

Signed: ..... Lot No: .....

I/We have signed the bottom of each page comprising this voting paper.

 Signature(s) of voters(s) \_\_\_\_\_

Name(s) of voter(s) in capitals \_\_\_\_\_

Lot no. \_\_\_\_\_ Date: \_\_\_\_\_

 WILL YOU BE ATTENDING THE EXTRAORDINARY GENERAL MEETING  YES  NO

After signing this completed voting paper, please forward it promptly:

 TO: The Secretary for Viridian Noosa CTS 41478  
PO Box 1405, MAROOCHYDORE QLD 4558 | T +61 7 5453 9550 F +61 7 5445 6310 | E [sskb@sskb.com.au](mailto:sskb@sskb.com.au)

**TO COMPLETE THIS VOTING PAPER, PLEASE SIGN THIS BOX ON EACH PAGE**

This voting paper is to be recorded as my/our vote in respect of the motions set out above.

Signed: ..... Lot No: .....



**PROXY FORM - GENERAL MEETING**

TO: The Secretary for Viridian Noosa CTS 41478  
C/- SSKB, PO Box 1405, MAROOCHYDORE QLD 4558 | T +61 7 5453 9550 F +61 7 5445 6310 | E  
sskb@sskb.com.au

If you are unable to attend the meeting, as a lot owner and eligible voter, you may wish to appoint a person to act as your proxy to represent you and vote on your behalf at the meeting.

**NOTE:** The BCCM Act and Regulations sets out a number of restrictions on the use of proxies in relation to voting on certain resolutions and election of committee members. For further details on the use of proxies please refer to <http://sskb.com.au/strata-fact-sheets/>

Proxy Giver's Details	Proxy's Details
Name:	Name:
Lot number:	Address:
 Signature and Date:	 Signature and Date:

- The general meeting to be held on **Tuesday 21 November 2017**; or
- All general meetings held before \_\_\_\_\_ or
- All general meetings held during the rest of the Body Corporate financial year unless I/we serve you with a prior written withdrawal of the appointment.

**APPOINTMENT OF COMPANY NOMINEE**

TO: The Secretary for Viridian Noosa CTS 41478  
C/- SSKB, PO Box 1405, MAROOCHYDORE QLD 4558 | T +61 7 5453 9550 F +61 7 5445 6310 | E  
sskb@sskb.com.au

**NOTE:** Lots owned by a company or under a mortgagee in possession must appoint an individual as the company nominee and this information must be listed in the Body Corporate roll to be eligible to vote. Under Section 127 of the Corporations Act 2001 if the company has more than one director, both directors or director and secretary must sign the company nominee form. If the company has a sole director, one signature is fine. It is optional as to whether the company uses the company seal or not.

A company nominee, as recorded on the body corporate roll, may also appoint a proxy to represent them at the meeting.

Name of company:	
Lot number:	
Name of nominee:	
Address:	
Name of alternative (if any):	
Address:	

Authorisation is given in accordance with the regulation module applying to the scheme.

Signature of authorised person (1):

 Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of authorised person (2):

 Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

## **Teleconference**

### **Instructions for Teleconference**

SSKB have engaged Teleconferencing through a company called Eureka.

- \* To join the Teleconference.**
- \* Please ring Eureka on Ph: 1800 857 029**
- \* You will be prompted to join your Host and will be requested for a guest number / conference access number**
- \* Dial Guest/Access Number 4555 7191#**
- \* If you dial in early or your Host has not started the teleconference, you will be put on hold until the Host initiates the conference.**
- \* Please announce that you have joined the conference, by stating your name.**

**If you require any assistance or are having difficulty please telephone Rachael Chapman on Ph: (07) 5453 9511.**

Body Corporate for

## Viridian Noosa CTS 41478

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### Minutes of a Vote Outside Committee Meeting held on Monday 16 October 2017

#### Committee members invited to vote

Barton Green (Chairperson)  
Ruth Mathewson (Secretary)  
Angus Maclsaac (Treasurer)  
John Ford, John Gowdie, Shane Ugo, Marissa Vecchio

#### Committee members who voted

Barton Green (Chairperson)  
Ruth Mathewson (Secretary)  
Angus Maclsaac (Treasurer)  
John Ford, John Gowdie, Shane Ugo, Marissa Vecchio

### Motions voted upon by the Committee

#### 1 Staging Connections Agreement

**RESOLVED THAT** the Committee acknowledge and approve the agreement between the Caretaker and Staging Connections to provide AV Services to the Caretaker for a period of 5 years.

---

YES 7 NO 0 ABSTAIN 0

#### 2 Request to Call an Extraordinary General Meeting

**RESOLVED THAT** the Committee approve to call an Extraordinary General Meeting to be held on 21 November 2017 to propose to owners a Variation to the Caretaking and Letting Agreement to allow the allocating of part of common property described as Building D, Level A, Area marked D on the Occupation Authority Plan, to occupy for particular purposes to enable it to perform obligations.

---

YES 7 NO 0 ABSTAIN 0

#### 3 Main Pool

On 11 September 2017, following advice from Mantra and an assessment of two quotes, an informal approval of the Committee was given to accept a quotation from Aqua Bright for \$9,200.00 plus GST to undertake repairs to rectify a leak from the main resort pool.

The Committee **RESOLVED** to ratify the approval.

YES 7 NO 0 ABSTAIN 0

#### 4 Bunya Pine

On 26 September 2017, following advice from Mantra, an arborist report, an approval from Noosa Council and an assessment of two quotes, an informal approval of the Committee was given to accept a quote from Professional Tree Surgery for \$6,250.00 plus GST to remove a dying bunya pine near the sales office. The Committee **RESOLVED** to ratify the recommendation.

Note to lot owners: Subsequent to the decision to remove the bunya pine, an inquiry was made to a local timber specialist (Kirby Fine Timber) that supplies bunya pine as a specialist wood for soundboards on Australia's iconic Maton guitars. After inspecting the tree, Kirby Fine Timber advised that it will use about four metres of the tree and, after two years of "seasoning" in their yard, the timber will be sent to Maton for use as soundboards on "some very nice Matons".

YES 7 NO 0 ABSTAIN 0

---

#### 5 On-site Auction

On 28 September 2017, following a request from the lot owner in accordance with the bylaws, an informal approval of the Committee was given to allow an on-site auction of Lot 2102 to be held on Tuesday 3 October.

The Committee **RESOLVED** to ratify the approval.

YES 7 NO 0 ABSTAIN 0

---

#### 6 Pool Furniture

On 9 October 2017, following a request from Mantra and an assessment of two quotes, an informal approval of the Committee was given to accept a quotation from Daydream Leisure Furniture to replace ageing pool furniture, at a cost of \$5,447.00 inc GST.

The Committee **RESOLVED** to ratify the approval.

YES 7 NO 0 ABSTAIN 0

**Confirmed and signed as a true and correct record of this meeting.**

Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

Note: "Option 2" specifically refers to "2. The collection vehicle would reverse into the enclosure slightly, and swing the compactor onto the tray using the hook arm. The compactor still drags along the hardstand, but only within the enclosure. It is noted that the enclosure door would be open for this operation, so total noise attention is not possible. Under this scenario we note the following door height would be recommend; 1000mm tray eight + 3215mm operating height of hook arm + 450mm tolerance (because the compactor is tilted) = 4615mm (ie. A reduction in 200mm at the front of the enclosure)."

---

YES 7 NO 0 ABSTAIN 0

### 3 Town Planning Services

THAT On 22 November 2016, following the review of a report and recommendation from Viridian Noosa project manager Col Taylor, an informal approval of the Committee was given to accept a price of up to \$2000 plus GST from Martoo Consulting for town planning services associated with lodgement of a "Generally in Accordance Application" to Noosa Council for alterations to the Viridian Noosa compactor area and any variation to Easement "S" to accommodate encroachments from the acoustic shed, compactor and associated works.

The Committee **RESOLVED** to ratify the approval.

---

YES 7 NO 0 ABSTAIN 0

### 4 Engineering Consultancy

THAT On 26 February 2017, following the review of a report and recommendation from Viridian Noosa project manager Col Taylor, an informal approval of the Committee was given to accept a quotation for \$2295 plus GST from structural and civil engineers Opus International Consultants for the discovery of documents and to assist architects JMA with the development of the waste management service area and acoustic shed design.

The Committee **RESOLVED** to ratify the approval.

---

YES 7 NO 0 ABSTAIN 0

### 5 Acoustic Shed Design

THAT On 26 February 2017, following the review of a report and recommendation from Viridian Noosa project manager Col Taylor, an informal approval of the Committee was given to accept a quotation for \$2028 plus GST from acoustic engineers Acran to conduct a site visit and undertake noise measurements to assist with acoustic shed design.

The Committee **RESOLVED** to ratify the approval.

---

YES 7 NO 0 ABSTAIN 0

### 6 Lap Pool Subsidence

THAT On 3 March 2017, following the review of a report and recommendation from Viridian Noosa project manager Col Taylor, an informal approval of the Committee was given to accept a quotation for \$1200 plus GST from NCLS Group to conduct a survey of the lap pool to establish the level of subsidence and help to determine how issues may be managed.

The Committee **RESOLVED** to ratify the approval.

---

YES 7 NO 0 ABSTAIN 0

Due Date	\$ (including GST)	Period
01/06/18 (advance payment next financial year)	\$3.77	01/06/18-30/09/18

YES 29 NO 0 ABSTAIN 2

## Motions from the Committee

### 9. 5-year Lease Agreement with Staging Connections - Motion by Resolution Without Dissent

**RULED OUT OR ORDER THAT** the Body Corporate:

- i. enters into a lease agreement with Staging Connections to lease area D being part of Common Property on Level A of Building D (copy of plan attached);
- ii. for a period of 5 years;
- iii. commencing on 4 August 2017 and ending on 3 August 2022;
- iv. the lease will be linked to the Mantra agreement for AV Services to the Resort and will automatically end when the agreement with Mantra ends or will automatically renew if the agreement with Mantra renews;
- v. with a service fee of \$170.00 sqm (excluding GST) per annum with annual CPI increases; and
- vi. that one member of the Committee execute the agreement under the common seal on behalf of the Body Corporate.

This motion was **RULED OUT OF ORDER** as an owner has expressed concern about whether the Body Corporate can enter into a lease agreement with an entity other than the Caretaker. The Committee will seek legal advice.

RULED OUT OF ORDER

### 10. Compactor/Bin Enclosure - Motion by Special Resolution

**RESOVLED THAT** the Body Corporate agree:

- i. to engage Col Taylor to project manage the construction of a compactor/bin enclosure to alleviate noise and smell complaints that have been received for a number of years;
- ii. to engage Opus International Consultant Structural Engineers to consult on the design and construction of the compactor/bin enclosure;
- iii. that Col Taylor distribute the architectural drawings and design to various construction companies to tender on the construction of the compactor/bin enclosure;
- iv. to spend up to \$260,000.00 (excluding GST) on the compactor/bin enclosure and associated consultants with funds being expending from the Sinking Fund; and
- v. that one member of the Committee or Body Corporate Manager with Committee approval execute any agreements on behalf of the Body Corporate.

YES 17 NO 2 ABSTAIN 12

### 11. Cleanaway Agreement - Motion by Resolution Without Dissent

**RESOVLED THAT** the body Corporate:

- i. enters into an agreement with Cleanaway to lease a new compactor;
- ii. for a period of 5 years;
- iii. commencing when the compactor/bin enclosure has been completed; and

The Body Corporate has commissioned an Energy Audit at a cost of \$65.00 for 8 quarterly reports which will include recommendations on how the Body Corporate can reduce their electricity usage which includes LED's and solar;

---

### 3.11 Interest and Payment Plan Applications

The Community Manager tabled applications from lot owners for discount reinstatement, waiver of interest and/or costs and proposed payment plans for the Committee's consideration.

#### Applications for interest and recovery fees

**RESOLVED THAT** application from lot 7412 for levy period 1 February 2017 to 31 May 2017 is as follows:

- i. that the interest totalling \$133.18 is not to be waived;
- ii. that the arrears recovery fees of \$297.00 are to be paid by the lot owner.

YES 6 NO 0 ABSTAIN 0 ACTION: SSKBCC

---

John Gowdie departed at 9:43am. The quorum was maintained.

## 4 Insurance

### 4.1 Insurance Renewal

**RESOLVED THAT** the insurance renewal details as set out in the Insurance Report be confirmed:

Underwriter	Chu Underwriting Agencies	Common Contents	\$ 1,760,430
Policy Number	CS0003241	Voluntary Workers	\$ 200,000
Due Date	31 May 2017	Machinery Breakdown	\$ Not Insured
Building	\$ 176,043,000	Fidelity Guarantee	\$ 100,000
Public Liability	\$ 20,000,000	Building Catastrophe	\$ 52,812,900
Office Bearers	\$ 5,000,000	Loss of Rent	\$ 26,406,450

YES 5 NO 0 ABSTAIN 0 ACTION: NIL

---

### 4.2 Insurance Claims

The Community Manager contacted Hunt Insurance Brokers for a review.

#### RESOLVED THAT:

- iii. Hunt Brokers confirmed no insurance claims are in process;
- iv. The Community Manager advised that there is a slip and fall claim that has been submitted from an incident in 2014 which has been sent to IAGB (previous broker) as they were the broker when the incident occurred. The Community Manager will monitor.

YES 5 NO 0 ABSTAIN 0 ACTION: NIL

---

## 5 Correspondence

The Community Manager tabled the schedule of correspondence.

**RESOLVED THAT** the correspondence is confirmed.

YES 5 NO 0 ABSTAIN 0 ACTION: Nil

---

## 6 Registers

In accordance with legislation, SSKB maintain the following registers on behalf of the Body Corporate.

**RESOLVED THAT** the Community Manager to action as follows:

# Kerin Lawyers

Suite 22 Level 3  
25 Mary St  
Brisbane QLD 4000

4 Mayes Ave  
Logan Central QLD 4114

PO Box 15036  
City East PO  
Brisbane QLD 4002

Ph: 07 3238 8700  
Fax: 07 3236 4771

Ph: 07 3808 7650  
Fax: 07 3209 4872

ABN: 23 093 774 244  
email: admin@kerinlawyers.com.au

9 March 2017

**Attention: Manager**

Body Corporate Viridian Noosa CTS 41478  
c/- Stewart Silver King & Burns Pty Ltd  
Po Box 1405  
**MAROOCHYDORE QLD 4558**

Dear Sir/Madam,

**Re: Our Client: Roslyn Chopping**  
**Our Ref: 15-056082/CHOPPING/PIPA/SGW/ajt**  
**Your Client: Outrigger Resorts & Hotels**  
**Your Ref: 02-0161616**  
**Date of Incident: 9 May 2014**

1. We act on behalf of the above-named in relation to a personal injuries claim for damages arising out of a public liability incident which occurred on 9 May 2014. The incident occurred at Outrigger Little Hastings Street Resort and Spa Noosa.
2. Our client sustained injuries to her right elbow.
3. We enclose by way of service upon you, the Part 1 Notice of Claim pursuant to the *Personal Injuries Proceedings Act 2002*.
4. You must respond to the Notice in accordance with the requirements of the legislation. We suggest you seek legal advice as there are time-limits in operation.
5. We put you on notice that any CCTV footage that you have in your possession must be retained for our inspection. If there is available footage, it may be of advantage in resolving the claim if the footage can immediately made available to us.

Yours faithfully



**KERIN LAWYERS**

**From:** [LiabilityClaims@suu.com.au](mailto:LiabilityClaims@suu.com.au) [<mailto:LiabilityClaims@suu.com.au>]  
**Sent:** Tuesday, 13 June 2017 1:37 PM  
**To:** Ken Pitts <[kenp@insuranceaid.com.au](mailto:kenp@insuranceaid.com.au)>  
**Subject:** Our ref: SUU170982494 | Your ref: STR-17-0076 | Viridian Noosa CTS 41478 | Claims Progress Advice



## Claims Progress Advice

<b>Our Reference</b>	SUU170982494
<b>Insured Name</b>	Viridian Noosa CTS 41478
<b>Policy Number</b>	06S120009404
<b>Incident Location</b>	Outrigger Little Hastings St Resort Little Hastings St NOOSAVILLE QLD 4566
<b>Date of Incident</b>	9 May 2014
<b>Event</b>	Fall – slip/trip
<b>Your Reference</b>	STR-17-0076

We refer to the above and advise the current status of this matter.

The Claimant has obtained leave from the District Court to continue with her claim served out of time under PIPA.

The next requirement will be a Compulsory Conference which should occur before years end.

As you are aware the Outrigger Resort is also a Respondent and the potential to resolve the claim at the Compulsory Conference will be dependent on its attitude and the Claimant who is seen to have a degree of contributory negligence.

We will keep you informed of further developments.

If you have any queries please contact me directly.

***Please note that Claims calls may be recorded for training, verification and quality assurance purposes. If you do not wish for this to occur, please advise us when we contact you.***

Yours sincerely

A handwritten signature in black ink that reads "Dunnell".

John Dunnell  
Specialist, Liability Claims

Telephone: (03) 9601 8048

Email: [LiabilityClaims@suu.com.au](mailto:LiabilityClaims@suu.com.au)

Addresses: 5/263 Alfred Street North Sydney NSW 2060  
Ground Floor Suite G0.2 Block C 643 Kessels Road Upper Mt. Gravatt QLD 4122

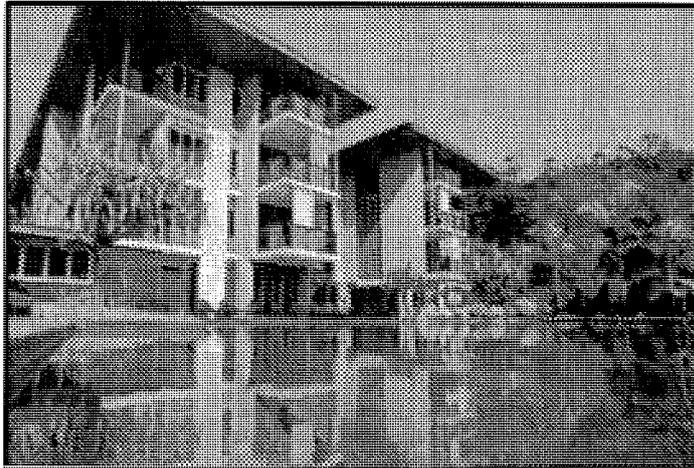
Strata Unit Underwriting Agency Pty Ltd ABN 30 089 201 534

# Sinking Fund Forecast

For

## “Viridian Noosa”

*21 Little Hastings Street, Noosa Heads, QLD*



Prepared by: Chris Nezmah

**Star Building Management Services**

*Date: 26 May 2015*

## Explanatory Notes

### Purpose of Forecast

The purpose of the Sinking Fund Forecast is to make available to the Body Corporate the information required to set Sinking Fund contributions. These contributions should raise enough capital to cater for the following expenditure:

- ❖ Capital expenditure of a non-recurrent nature
- ❖ Periodic replacement of items of a major capital nature
- ❖ Necessary unexpected capital expenditure
- ❖ Other expenditure which should reasonably be met from the Sinking Fund
- ❖ Provision for some Long Term Expenditure

It should be noted that this forecast is not a maintenance schedule and should not be regarded as such. Even though the life cycle of some items included in this study will vary in accordance with changing circumstances, the forecast contributions should still cater for this expenditure.

### Exclusions and Inclusions

The following items are excluded from this Forecast:

- ❖ Expenses normally paid for by the administration fund
- ❖ Cost of future refurbishments not advised by the Body Corporate
- ❖ Expenditure resulting from structural or building defects
- ❖ Expenditure occurring as a result of accidental or wilful damage

The following items are included in this forecast if **appropriate**:

- ❖ Costs associated with planned refurbishments advised by the Body Corporate.
- ❖ Other costs as advised by the Body Corporate.

### Accuracy of Forecast

The Sinking Fund Forecast was compiled from a site inspection and information provided by the client.

Labour and replacement costs of items are estimated on rates and current at the time this forecast was completed. Future labour and replacement costs are calculated by adding the estimated CPI for each year. It should be noted that labour and replacement costs may vary enormously from year to year depending on economic conditions and other unforeseeable factors. Star Building Management Services takes no responsibility for estimates for future labour rates and replacement costs and recommends that a review of this forecast be undertaken on a regular basis.

## Sinking Fund Forecast



The economical life of the materials and equipment is estimated on the assumption that a reasonable standard of maintenance is applied and maintained for this building. It is again recommended that regular reviews of this forecast be performed, as the building ages.

A handwritten signature in black ink, appearing to read "C. Nezmah".

**Chris Nezmah**  
**Star Building Management Services**



Master Data Sheet:

Item #	Item Description	Unit	QTY	Unit Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
1	Roof	Item	20	5,100	102,000																					
2	Annual contribution to replace/maintain	Item	20	8,500	170,000																					
3	Downpipes	Item	25	8,500	212,500																					

ROOF AREA

1	Roof	Item	20	5,100	102,000																						
2	Annual contribution to replace/maintain	Item	20	8,500	170,000																						
3	Downpipes	Item	25	8,500	212,500																						

BUILDING EXTERIOR

4	Annual contribution to replace balustrade and railings	Item	25	12,120	303,000																						
5	Paint all external surfaces to all buildings (include painting)	Item	30	5	1,500																						
5a	Painting contract (over 4 to 7 year contract, timber areas)	Item	10,589	11,945	126,400																						
6	Shade and decorative	Item	20	2,000	40,000																						
7	Storage	Item	30	5	1,500																						
8	Windows	Item	30	12,120	363,600																						

BUILDING INTERIOR

9	Light entry	Item	25	6,888	172,200																						
10	Timber	Item	25	2,560	64,000																						
11	Storage doors, Villas only	Item	20	2,000	40,000																						
12	Storage	Item	30	5	1,500																						
13	Walkways	Item	20	3,000	60,000																						
14	Member boxes	Item	20	7,500	150,000																						
15	Stairs	Item	20	900	18,000																						

BUILDING SERVICES

16	Air Conditioning	Item	30	5,000	150,000																						
17	Split systems	Item	25	30	750																						
18	Refrigerant	Item	25	30	750																						
19	Fire alarm	Item	20	360	7,200																						
20	Fire alarm	Item	20	360	7,200																						
21	Emergency exit lighting	Item	1	1	1,000																						
22	Fire indicator panels	Item	20	1,750	35,000																						
23	TV / Data communication	Item	20	750	15,000																						
24	Security / alarm	Item	1	1	2,000																						
25	Lifts	Item	5	10	50,000																						
26	Mechanical upgrades	Item	5	40,000	200,000																						
27	Hot Water	Item	30	90,000	2,700,000																						
28	Hot Water	Item	20	1,750	35,000																						
29	Hot Water	Item	20	1,750	35,000																						
30	Roofs and hot water	Item	20	15	300,000																						

Line Item	Account	Category	Item	QTY	Unit Price	Total Price	Predicted Encumbrance - Year Ending													
							2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
31	Complex	Garbage bin enclosures	Annual allowance for repair / replacement	Item	20	795														
32	Buildings	Rain water tanks	Annual allowance for repair / replacement	Item	30	1,250														
33			Allow to replace associated pumps	Item	12	7														
34			Annual allowance for repair / replacement	Item	20	3,000														
35			Subcontractor	Item	15	10														
36			Annual contribution to repair / replace	Item	30	3,000														
37			Annual allowance for repair / replacement	Item	25	3,000														

RECREATIONAL FACILITIES																				
Line Item	Account	Category	Item	QTY	Unit Price	Total Price	Predicted Encumbrance - Year Ending													
							2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
38	Resort Pool, Lap Pool and Brook's pool	Pool pumps	Replace pool pumps	Item	10	4,700														
39		Showerheads	Replace showerheads	Item	7	2,400														
40		Pool filters	Replace pool filters	Item	7	8,750														
41		Fencing	Annual amount to replace fences and gates	Item	25	1,800														
42		Water	Water	Item	25	10														
43		Permitting	Allow to replace pool	Item	20	7,000														
44		Pool surrounds	Annual amount to upgrade & maintain timber pool surrounds	Item	25	3,500														
45		Pool furniture	Annual contribution to replace pool furniture	Item	10	30,000														
46		Pool deck	Annual amount to upgrade, paint and replace pool deck	Item	5	25,000														
47		Shower room	Refurbish	Item	15	8,000														
48		Stephane's Ocean Spa	Refurbish	Item	15	15,000														
49		Pump	Replace spa pump	Item	12	7,176														
50		Water	Replace water	Item	12	1,250														
51		Shower room	Shower room refurbish / replace	Item	25	15,000														
52		Shower room	Shower room refurbish / replace	Item	20	8,000														
53		Theatre and Shop	Annual allowance to maintain / replace	Item	15	18,572														
54		Theatre equipment	Annual allowance to replace	Item	20	80														
55		Washing room	Refurbish	Item	15	3,000														
56		Shower room	Refurbish	Item	10	30,000														

BASEMENT CAR PARK																				
Line Item	Account	Category	Item	QTY	Unit Price	Total Price	Predicted Encumbrance - Year Ending													
							2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
57		Painting	Annual amount to refresh roller bars	Item	7	80														
58		Painting	Repair fire marking to basement area	Item	15	5,000														

GARDENS AND GROUNDS																				
Line Item	Account	Category	Item	QTY	Unit Price	Total Price	Predicted Encumbrance - Year Ending													
							2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
59		Complex	Annual allowance to treat timber and replace	Item	20	1,500														
60		Boundary	Annual contribution to replace / maintain fencing	Item	10	2,500														
61		Fencing	Annual contribution to replace / maintain fencing	Item	25	2,500														
62		Retaining walls	Annual allowance to maintain	Item	35	7,000														
63		Irrigation	Annual allowance to replace	Item	30	750														
64		Walkways	Annual contribution to upgrade the walkways throughout the complex	Item	30	1,500														

<b>Sub Total:</b>	<b>\$ 180,198</b>	<b>\$ 18,920</b>	<b>\$ 209,118</b>
<b>Contingency 10%</b>	<b>\$ 18,920</b>	<b>\$ 1,892</b>	<b>\$ 208,118</b>

Total Provisional Contributions (per year)											
Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Complex	\$ 15,589	\$ 15,738	\$ 17,250	\$ 17,408	\$ 17,408	\$ 17,408	\$ 17,408	\$ 17,408	\$ 17,408	\$ 17,408	\$ 17,408
Buildings	\$ 1,559	\$ 1,574	\$ 1,725	\$ 1,741	\$ 1,741	\$ 1,741	\$ 1,741	\$ 1,741	\$ 1,741	\$ 1,741	\$ 1,741
Recreational Facilities	\$ 47,782	\$ 16,717	\$ 31,765	\$ 32,619	\$ 19,438	\$ 7,176	\$ 3,453	\$ 1,250	\$ 15,000	\$ 8,000	\$ 45,378
Basement Car Park	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628	\$ 5,628
Gardens and Grounds	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510	\$ 22,510
<b>Total</b>	<b>\$ 117,148</b>	<b>\$ 117,313</b>	<b>\$ 118,874</b>	<b>\$ 119,149</b>							

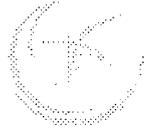


**Building:** "Viridian Noosa"  
**CTS #:** 41478  
**Report Date:** 26-May-15

**Summary of Predicted Expenditure:**

	1 2015	2 2016	3 2017	4 2018	5 2019	6 2020	7 2021	8 2022	9 2023	10 2024	11 2025	12 2026	13 2027	14 2028	15 2029
Ablutions															
Air conditioning					5,628					1,317,821					7,563
Building Structure															
Communications					33,765										45,378
Doors, windows															
Drainage															
Fencing, gates, handrails															
Fire systems															
Floor coverings, pavers, tiles															
Grounds Maintenance					22,510										30,252
Electrical, lighting, generator	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563
Painting, wallpapering	10,589	10,589	11,945	11,945	1,142,991										1,527,716
Recreational equipment					67,531		18,209			87,746					90,755
Roads, pathways etc.															442,432
Waterproofing															
Lifts										65,239					
Ventilation															
Plumbing															
Pumps							53,732			35,229					
Miscellaneous										78,286					
Contingency	1,559	1,574	1,725	1,741	127,745	580	7,791	615	633	159,084	672	692	713	734	215,166
<b>Total of Predicted Expenditure</b>	<b>\$17,148</b>	<b>\$17,313</b>	<b>\$18,974</b>	<b>\$19,149</b>	<b>\$1,405,198</b>	<b>\$6,376</b>	<b>\$85,703</b>	<b>\$6,764</b>	<b>\$6,967</b>	<b>\$1,749,929</b>	<b>\$7,392</b>	<b>\$7,613</b>	<b>\$7,842</b>	<b>\$8,077</b>	<b>\$2,366,825</b>

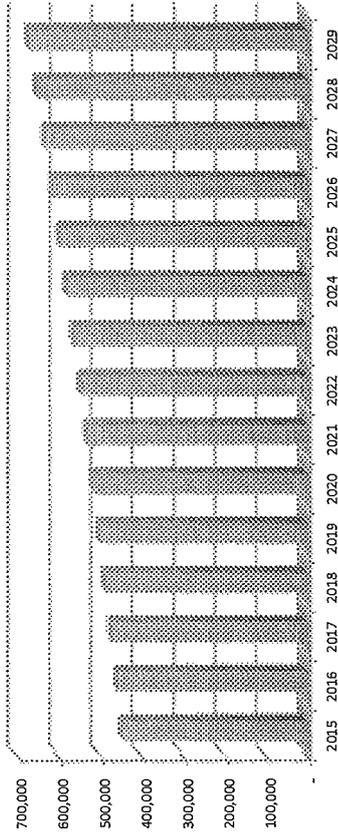
Note: For explanation of Predicted Expenditure refer explanatory note F on the Budget Cash Flow Table



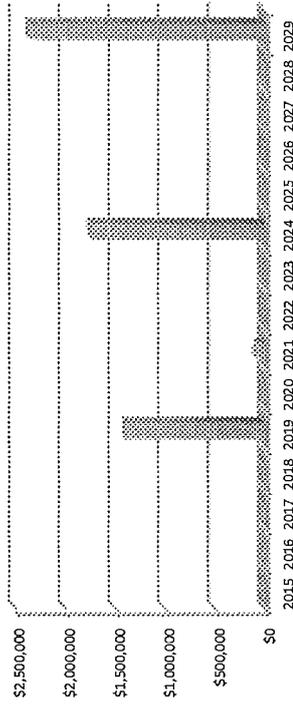
**Building:** "Viridian Noosa"  
**CTS #:** 41478  
**Report Date:** 26-May-15

**Graphs:**

**Annual Sinking Fund Contributions**

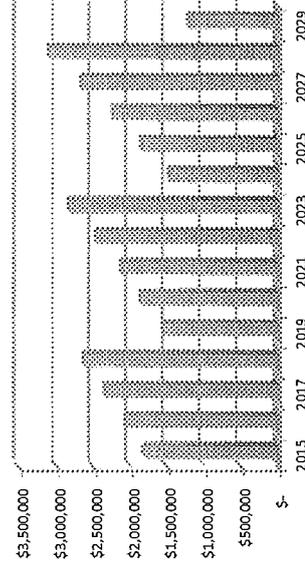


**Annual Sinking Fund Expenditure**



\* Total predicted Sinking Fund expenditure per year.

**Annual Sinking Fund Closing Balance**



\* The nominal balance of the Sinking Fund account after deduction of provisional expenditure.



# Pool safety certificate

# 23

Version 1 effective 6 October 2010

**A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975***

## 1. Pool safety certificate number

Certificate number:

100612000216

## 2. Location is the swimming pool

Lot/s on plan details are usually shown on the title documents and rates notices

Street address:

5 MORWONG DR, NOOSA HEADS 4567

Lot/s on plan:

OSP190823

Local government area:

SUNSHINE COAST REGIONAL

## 3. Exemptions, alternative solutions or special restrictions for the swimming pool

If it is known that an exemption, alternative solution or restriction is applicable to the swimming pool please state this. For example, a restriction may require a permanent body of water that is part of the swimming pool barrier to be maintained to a minimum depth. This will help provide pool owners with a concise and practical explanation of the exemption, alternative solution or restriction. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No exemptions apply

No alternative solutions apply

No special restrictions apply

## 4. Shared pool or non-shared pool

Shared pool

Non-shared pool

## 5. Pool safety certificate expiry

Effective date:

29 Mar 2017

Expiry date:

28 Mar 2018

## 6. Certification

This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the Building Act 1975, the pool is a complying pool.

Name:	<input type="text" value="Conrad Reed"/>
Pool safety inspector licence number:	<input type="text" value="100612"/>
Signature:	<input type="text"/>
Date:	<input type="text" value="29 Mar 2017"/>

### Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the Building Act 1975. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for noncompliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit [www.dip.qld.gov.au/poolsafety](http://www.dip.qld.gov.au/poolsafety) for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

This is a public document and the information in this form will be made available to the public.