



Brascott Pty Ltd as trustee
PO Box 1256
CLEVELAND QLD 4163

OUR REF
CONTACT
E-MAIL ADDRESS:

BRISBANE
192824:FXS:fs
Fiona Soo
fionas@mdl.com.au

27 March 2019

Dear Cam

BRASCOTT PTY LTD AS TRUSTEE PURCHASE FROM MOSS 17 OUTRIDGE STREET, REDLAND BAY

We confirm that settlement of the above property has now been effected. The final settlement date, figures and calculations are shown on the **attached** Settlement Statement. An explanation of this statement is contained in the **attached** memorandum titled "*Understanding Your Settlement Statement*".

Stamping, Registration of Transfers and Notifications

We have attended to stamping on your behalf and if you have a financier, your financier will attend to lodgement of the Transfer documents for registration. We do not follow up with your financier to ensure that they lodge the transfer of the property into your name. If you require any further information relating to the lodgement or registration you should contact your financier directly. If you do not have a financier, we will attend to the lodgement of the Transfer documents. Registration usually takes between two and four weeks from the date of lodgement.

Once registration has occurred, the Department of Natural Resources, Mines and Energy will notify Council, the Valuer-General's Office and the Commissioner of Land Tax that you are the new owner of this property. You will need to notify each of these three Departments if you change the address at which you wish to receive correspondence.

Council will charge you a change of ownership fee to note this ownership change on their records. Depending on the applicable Council, the amount of this charge will vary and it may either automatically be included on your next Rates Notice or be advised to you under separate correspondence. For properties located in the Brisbane City Council region, first home owners are exempt from this fee and can apply for this exemption within 12 months of the date of issue of the first Rates notice.

If the property you purchased is a unit, we have also notified the Body Corporate of the change of ownership.

Phone: 61 7 3370 5100
Fax: 61 7 3245 5150
Email: info@mdl.com.au
Web: mdl.com.au

Arana Hills
10 Nepean Avenue
Arana Hills, Q, 4054
PO Box 1, Arana Hills, Q, 4054

Brisbane CBD
Level 9, 239 George Street
Brisbane, Q, 4000
GPO Box 789, Brisbane, Q, 4001

Capalaba
80 Old Cleveland Road
Capalaba, Q, 4157
PO Box 122, Capalaba, Q, 4157

Cleveland
Cnr Queen & Waterloo Streets
Cleveland, Q, 4163
PO Box 178, Cleveland, Q, 4163

Safety Switch, Smoke Alarms and Pool Safety

If there was no safety switch or complying smoke alarms installed in the property before settlement we remind you that as the owner of the building you are now obliged to ensure that these are installed. Safety switches must be installed within 3 months of taking possession.

If there was a pool on your property that did not have a compliance certificate we remind you that you must ensure there is a pool safety certificate in effect within 90 days of settlement.

Important Documents to Keep...

We have **enclosed** the following important documents relating to your purchase:

- a) Settlement Statement and “Understanding Your Settlement Statement Memorandum”
- b) Search Results [*including for those detailed on our initial quotation and any you have subsequently specifically requested*]
- c) Original Contract of Sale [*please ensure that you retain this in a safe place as this original may be required in the future for taxation or duty purposes*]
- d) OSR Form 2.2 [*please ensure that you retain this in a safe place as this original may be required in the future for taxation or duty purposes*]

Our tax invoice **attached** is fully paid. We received an overpayment of **\$36.72** to our Trust Account which we have deposited to your nominated account (see **enclosed** deposit slip – to come under separate cover).

Unless we are lodging transfers on your behalf this now concludes our appointment in this matter. Thank you for asking us to attend to your property transaction. McCarthy Durie Lawyers are a full service law firm and it would be a pleasure to assist you with any other services that we offer:

COMMERCIAL LAW

- Mergers & Acquisitions
- Workplace Relations
- Business Succession Planning
- Finance & Security
- Insolvency
- Intellectual Property
- Franchising

FAMILY LAW

- Divorce
- Children’s Issues
- Property Settlements
- Co-Habitation Agreements

LITIGATION

- Debt Recovery
- Council Disputes
- Development Disputes
- Criminal Law
- Traffic Infringements
- Bankruptcy
- Immigration

CONVEYANCING

- Residential
- Commercial

PERSONAL SERVICES

- Wills & Estate Planning

PROPERTY LAW

- Leasing
- Property Resumptions

Planning & Development

Yours faithfully



Fiona Soo
Conveyancing Manager

Email: fionas@mdl.com.au
Phone Number: +617 3370 5100
Direct Fax Number: +617 3245 3948
*Encl

Understanding Your Settlement Statement

The settlement statement with our calculation of settlement figures is **attached** for your information. Below is an explanation of possible adjustments that may have applied at settlement.

1) Adjustments Explanation

The starting point for calculation is the agreed Purchase Price for the property. Any amounts you see indicated as a "PLUS" adjustment are amounts that increase the total that was paid to the Seller at settlement. Amounts shown as "LESS" adjustments decrease the amount paid to the Seller at Settlement and represent amounts already paid by you (such as any deposit which is release to the Seller immediately following settlement) or amounts that you may pay in the future (such as the Seller's share of water or rates that are unpaid as at the Settlement Date).

2) Seller's Release Fee (if noted on Settlement Statement)

This fee is required to be paid to the Titles Office to release the Seller's Mortgage. As this fee is properly payable by the Seller (but paid by you through your solicitor or financier when registering your transfer) it was deducted from the Seller at settlement to reimburse you.

3) Council Rates

The settlement statement shows if a PLUS or LESS rates adjustment was made at settlement.

PLUS Adjustment: If a PLUS adjustment is shown this indicates that the rates covering the period including the settlement date were paid by the Seller (either prior to or from the settlement proceeds) and accordingly an adjustment was made in the Seller's favour to reimburse them for the paid rates for the period from the settlement date to the end of the rating period (which is now the period of your ownership).

LESS Adjustment: If a LESS adjustment is shown this indicates that the rates covering the period including the settlement date have not been paid yet (as an assessment may not have issued yet) and accordingly an adjustment was made in your favour at settlement representing the seller's contribution towards the current rates from the date they were last paid up to the settlement date. When the notice issues, it will be payable in full by you.

All future rate notices issued after settlement will be payable by you. Once the Titles Office notify Council of this ownership change the rates notices will be issued in your name. There can sometimes be a delay in this

process so *please be aware of this so you can budget accordingly.*

Other Important Rating Information

a. Pensioner Rates Subsidy (if noted)

If the seller was in receipt of a Pensioner Rates Subsidy this subsidy will cease from the date of sale. If a Pensioner Rates Subsidy will be applicable to you, you should contact Council to have this applied.

If not, Council will re-calculate the paid rates without the subsidy applied, from the settlement date to the end of the rating period and issue you an invoice for the difference.

b. Approved Subdivider Concession (if noted on Rates Notice)

If the seller is an approved Subdivider with Council the property may be subject to a rates concession in valuation. Council will reassess the general rates from the date of registration of the plan to the end of the rating period based on the unimproved capital value of the property. A rates notice showing the amended general rates will issue to you in due course. If this is received, please provide us with a copy so that we may obtain contribution from the seller/developer for its share of general rates for the period between plan registration date and settlement (if applicable).

It often takes Council sometime to receive notification of the change of ownership and/or separate unimproved capital valuation of your property. This may result in your first rates notice covering more than the current rating period. *Please be aware of this, so that you are able to budget accordingly.*

c. Bulk Assessment (if noted)

If your land has been rated together with other land currently owned by the seller (forming part of a Bulk Assessment), Council will issue you with a separate assessment for general rates from the date of settlement. Consequently, when a separate valuation for the subject land has been issued by the Department of the Valuer-General and received by the Council you can expect to receive a Rate Notice from the Council for general rates payable by you from the date of settlement. If this is received please forward a copy to us as it may be necessary as a result of this re-assessment to calculate a further adjustment as at the date of settlement between yourself and the seller.

4) Units – Body Corporate Levies (Only applicable if your property is a unit)

If your property is a unit, Body Corporate Levies are payable. Details of these levy amounts, when they have been paid to (if applicable) and whether a plus or less adjustment has been made at settlement are set out on the Settlement Statement **attached**.

MDRN PTY LTD ABN 44 136 054 405

80 OLD CLEVELAND ROAD, CAPALABA, QLD 4157 CNR QUEEN & WATERLOO STREETS, CLEVELAND, QLD 4163

TELEPHONE: (07) 3370 5100 FAX: (07) 3245 5150

Brascott Super Fund Pty Ltd
 PO Box 1256
 CLEVELAND QLD 4163

843121

22/03/2019

File FXS 192824 Brascott Super Fund Pty Ltd
 P/F MOSS - \$460,000

Balance Purchase monies, T/Duty, Rego Fees, Costs & Outlays

Received from Brascott Super Fund Pty Ltd on 21/03/2019
 Received by Direct Deposit

AMOUNT RECEIVED

Trust Account Receipt #843121

\$431,113.88

Received by Dianne Wrigglesworth

MDRN PTY LTD

**LAW PRACTICE
 TRUST ACCOUNT RECEIPT**

PER 

DETAILS OF PAYMENT RECEIVED WITH THANKS

SETTLEMENT STATEMENT

MATTER: BRASCOTT PTY LTD AS TRUSTEE PURCHASE FROM MOSS
PROPERTY: 17 OUTRIDGE STREET, REDLAND BAY
SETTLEMENT DATE: 25 MARCH 2019
ADJUSTMENT DATE: 25 MARCH 2019
SETTLEMENT PLACE: SAI GLOBAL, LEVEL 25/215 ADELAIDE STREET, BRISBANE
SETTLEMENT TIME: 2.15PM

	Amount (\$)
CONTRACT PRICE	460,000.00
LESS DEPOSIT	46,000.00
	414,000.00
LESS SELLER'S RELEASE FEE	187.00
	413,813.00
PLUS COUNCIL RATES	
\$596.47 paid for the quarter 01 January 2019 to 31 March 2019 Proportion being 6/90 days	39.76
	413,852.76
LESS WATER USAGE	
Daily average based on search meter reading (27/02/2019) of 632,000 litres less last billed reading (22/11/2018) of 620,000 litres = 12,000 litres over 97 days = 0.124kL per day 22/11/2018 - 25/03/2019 = 123 days at 0.124kL per day = 15.216kL @ 333 cents per kL	50.67
	413,802.09
LESS RATES - FUTURE LEVIES - CHANGE OF OWNERSHIP CHARGE	96.63
	413,705.46
LESS RATES - INTEREST TO 20/02/2019	1.79
	413,703.67
LESS WATER ADJUSTMENT	0.24
CONTRACT BALANCE	\$413,703.43

Funds Required for Settlement

	Amount (\$)
Contract Balance	413,703.43
Plus Commissioner of State Revenue - Transfer Duty	14,525.00
Plus DNRM Titles Office - Registration Fees for transfer of title	1,354.00
Plus McCarthy Durie Lawyers - Legal Costs & Outlays	1,494.73

SETTLEMENT STATEMENT

MATTER: BRASCOTT PTY LTD AS TRUSTEE PURCHASE FROM MOSS
PROPERTY: 17 OUTRIDGE STREET, REDLAND BAY
SETTLEMENT DATE: 25 MARCH 2019

Funds Required for Settlement

	Amount (\$)
Contract Balance	413,703.43
Less SETTLEMENT FUNDS received from client	431,113.88
Plus REFUND to client for unexpended settlement monies	36.72
BALANCE ON SETTLEMENT	\$0.00

Payee	Amount (\$)
1. Bickell & Mackenzie	640.00
2. BankWest	141,046.68
3. C E Moss	272,016.75
TOTAL	\$413,703.43



MCCARTHY DURIE

LAWYERS

Originating Office:
 McCarthy Durie Lawyers
 BRISBANE QLD 4000
 Phone: 07 3370 5100

27 March 2019

TAX INVOICE

ABN 44 136 054 405

Brascott Pty Ltd as trustee
 PO Box 1256
 CLEVELAND QLD 4163

MATTER: BRASCOTT PTY LTD AS TRUSTEE PURCHASE FROM MOSS
 17 OUTRIDGE STREET, REDLAND BAY

Invoice	62742
Matter No.	192824
Due Date	10/04/19
Amount Payable	\$0.00

Professional Fees (see attached for details)	\$1,000.00
Disbursements (see attached for details)	\$358.83
Total of Invoice (Excluding GST)	\$1,358.83
Total GST Amount	\$135.90
Total of Invoice (Including GST)	\$1,494.73
<i>Less funds reserved from Trust</i>	<i>(-\$1,494.73)</i>
Total Amount Payable	\$0.00

The account details are provided on the reverse side of this bill and attached pages.

Other McCarthy Durie Lawyers Services:

Commercial Law: Franchises, Business structures, Leases etc.


Litigation: Dispute Resolution, Franchise Disputes.

Workplace Law: WH&S, Unfair Dismissal.

Family Law & Estates: Divorces, Children's Issues, Property Settlements.

This tax invoice is a request for payment / notice of withdrawal under *Legal Profession Regulation 2007 (Qld) s 58(3)(b)*.

PAYMENT OPTIONS

 <p>The Way To Pay Billers Code: 216366 Ref: 1928241</p> <p>Telephone & Internet Banking - BPAY Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account. More info: www.bpay.com.au</p>	<p>Credit Card Payments Call 07 3370 5100</p>  <p>Direct Deposit Account: MDRN Pty Ltd General Account BSB: 034 070 Account No: 374 951 Reference: 192824</p>	 <p>Phone: 1300 885 175 Billers Code: 238543 Ref: 62742</p> <p>Please note: Credit Card payments can be made by phone using Westpac Payway. Please follow the prompts</p>
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Remittance Advice - Please detach and return with your cheque payment

Brascott Pty Ltd as trustee
 PO Box 1256
 CLEVELAND QLD 4163

MATTER: BRASCOTT PTY LTD AS TRUSTEE PURCHASE FROM MOSS
 17 OUTRIDGE STREET, REDLAND BAY

Post to:
 McCarthy Durie Lawyers
 GPO Box 789
 BRISBANE QLD 4001

Invoice	62742
Matter No.	192824
Due Date	10/04/19
Amount Payable	\$0.00

Thank you for choosing McCarthy Durie Lawyers as your legal professionals.
MDRN Pty Ltd T/A McCarthy Durie Lawyers

Liability limited by a scheme approved under professional standards legislation

SIGNED: Fiona Song

A handwritten signature in black ink, appearing to read 'Fiona Song', is written over a horizontal line. The signature is slanted upwards to the right.

Account details:**PROFESSIONAL FEES**

To our professional costs comprising all instructions, investigation of title, searches, attendances, preparation and perusal of documents, correspondence and attention to notices of purchase, adjustment of rates, taxes etc., stamping, registration and all other matters usual and necessary to complete this transaction on behalf of the buyer.

Professional fees - house purchase	\$955.00
Additional Professional Costs:	\$45.00
Inclusive of Settlement fee, telephone, postage, facsimiles, emails, photocopying and sundries	
Sub-total of Professional Fees	<u>\$1,000.00</u>
GST on Professional Fees	<u>\$100.00</u>
Total of Professional Fees	<u>\$1,100.00</u>

DISBURSEMENTS & OUTLAYS SUBJECT TO GST

InfoTrack Pty Ltd - (AUTH) QLD: Plan Image - RP80201	\$17.30
InfoTrack Pty Ltd - (SRCH) QLD: Plan Image - RP80201	\$11.02
InfoTrack Pty Ltd - (SRCH) QLD: Title Search - 13662137	\$12.40
InfoTrack Pty Ltd - (AUTH) QLD: Title Search - 13662137	\$15.95
Electronic Search Services - Land Tax 5434	\$49.40
Electronic Search Services - Contaminated Land 6105	\$55.50
Electronic Search Services - Rates: Full search 5415	\$54.15
Electronic Search Services - ESS Service Fee 4995	\$45.41
Electronic Search Services - Water Meter reading 4935	\$49.35
Westpac Banking Corporation - BC FEE 192824	\$10.00
Westpac Banking Corporation - BC FEE 192824	\$10.00
InfoTrack Pty Ltd - (SRCH) QLD: Title Search - 13662137	\$12.40
InfoTrack Pty Ltd - (AUTH) QLD: Title Search - 13662137	\$15.95
Sub-total of Disbursements & Outlays subject to GST	<u>\$358.83</u>
GST on Disbursements & Outlays	<u>\$35.90</u>
Total of Disbursements that are subject to GST	<u>\$394.73</u>

Less funds reserved from Trust

Total Amount Payable

(\$1,494.73)

\$0.00

Disputes: If you dispute our legal costs, you may:

1. Contact us to discuss your concerns;
2. Request an itemised bill;
3. Apply for a cost assessment within 12 months of delivery of a bill or request for payment;
4. Apply to set aside the costs agreement within six years or such time period as the law permits.
5. Organise a costs mediation.

Interest Payable: If your account is not paid by the due date, we may charge interest on the outstanding amount from the date immediately following the due date. The interest rate charged on unpaid bills is at a rate equal to the prescribed rate under the *Civil Proceedings Act 2011* s59 (3) for a money order debt at the relevant date (being the date the account was given to you).

Other Information: For more information about your rights, please read the facts sheet titled "Legal costs – Your right to know" and "Your right to challenge legal costs". You can ask us for a copy or obtain them from the Queensland Law Society at www.qls.com.au



Redland City Council
ABN 86 058 929 428
Cnr Bloomfield & Middle Sts.
Cleveland Qld 4163
PO Box 21,
Cleveland Qld 4163
Telephone 3829 8999
Facsimile 07 3829 8765
Email rcc@redland.qld.gov.au
www.redland.qld.gov.au

28/02/2019

Our Ref: Water Billing & Metering Services
Cert Ref: WSC061603
Property ID: 5740

Electronic Search Services
GPO Box 2213
BRISBANE QLD 4001

**SPECIAL WATER METER READ
BRASCOTT SUPER FUND PTY LTD PURCHASE FROM MOSS**

Thank you for your special water meter read request. The following information has been compiled from our meter readings. Further special water meter read request fees are applicable to updates after 90 days from the date of this search.

PROPERTY DETAILS:

PROPERTY DESCRIPTION:	Lot 21 RP 80201
PROPERTY ADDRESS:	17 Outridge Street Redland Bay QLD 4165
PROPERTY USE:	RES001Dwelling (One Unit)

METER AND READING DETAILS:

METER SERIAL:	09W019472		
READING DATE:	22 November 2018	READING DATE:	27 February 2019
READING:	620 Kls	READING:	632 Kls
DAYS:	97	CONSUMPTION:	12 Kls
AVERAGE DAILY USE:	0.124 Kls/day		

For previously billed water consumption charges or specific charge information please refer to your rates search.

Water adjustment is a matter for private negotiation between the vendor and purchaser at the time of settlement, and Redland City Council will not enter into negotiation with either party.

For the 2018/2019 financial year **residential** water consumption is calculated in two parts as follows:

- Bulk water price - \$2.748 per kilolitre **PLUS**
- Redland City Council Distribution and Retail price - \$0.59 per kilolitre**

** To calculate the charge, multiply the daily average by the number of days between the special read date and the settlement date (top box). This will give you the total kilolitres used, then multiply the total kilolitres by \$3.338 and if applicable, add this amount to the water charge to appear on the January 2019 rate notice (second box).

The information in this Search is supplied at your request and not pursuant to any statutory obligation. The statements contained herein are not guaranteed. This Search is provided on the basis of information which Council believes to be accurate, and is supplied specifically on the basis that Council does not intend that any person will rely solely on the information for the purpose of making decisions with legal or financial implications. Council expressly disclaims any liability to persons who place such reliance on this information.



Redland City Council
 ABN 86 058 929 428
 PO Box 21
 Cleveland Qld 4163

26 February 2019

Our Ref: Billing Services
 Certificate No: RFC086607
 Phone: 3829 8999
 Property No: 5740

Electronic Search Services
 GPO Box 2213
 BRISBANE QLD 4001

RATE SEARCH

Vendor: Christa Erika Moss - Purchaser Brascott Super Fund Pty Ltd

Thank you for your recent Rates Search request. The following information has been compiled from the latest available computer data. Further Search fees are applicable to updates after 90 days from the date of this Search. Rates Search details are as follows.

PROPERTY NO:	5740
LEGAL DESCRIPTION:	Lot 21 RP 80201
PROPERTY LOCATION:	17 Outridge Street Redland Bay QLD 4165
AREA:	1160.9 Square metres
CURRENT RECORDED OWNERS:	Mrs Christa E Moss
VALUATION:	\$280000

STATEMENT OF RATES AND CHARGES

SUMMARY OF CHARGES	DR	CR	BALANCE
Interest to 20/02/2019	\$ 1.79		
Rates Current Quarter (01/01/2019 to 31/03/2019)	\$ 792.64		
State Government Pensioner Subsidy		\$ -50.00	
State Government Fire Pensioner Subsidy		\$ -10.87	
State Government Pensioner Water Subsidy Scheme		\$ -30.00	
Council Rebate		\$ -41.88	
Payments and Adjustments		\$ -659.89	
CURRENT BALANCE			\$ 1.79
Levies Future	\$ 51.23		
Details of Rates and Charges			
CURRENT QUARTER (01/01/2019 TO 31/03/2019)			
Emergency Management Levy - Class A Group 2	\$ 54.35		
Environment Charge	\$ 28.89		
General Rate Category 1a	\$ 301.58		
Landfill Remediation Charge	\$ 10.97		
Redland City SES Administration Charge	\$ 1.75		
RES ML 240Lt Waste / 240 Lt Recycle	\$ 96.85		
Wastewater fixed access	\$ 168.93		
Water fixed access - Domestic	\$ 65.90		
Bulk Water - Queensland Government	\$ 52.21		
Water Consumption - Residential	\$ 11.21		
RATES CURRENT QUARTER	\$ 792.64	\$ 0.00	\$ 792.64

DETAILS OF RATES AND CHARGES LEVIED NOT YET BILLED			
General Rate Category 1a 18/01/19-31/03/19	\$	-244.61	
General Rate Category 2a 18/01/19-31/03/19	\$	295.84	
LEVIES FUTURE	\$	51.23	
Change of Ownership Charge	\$	45.40	
NON RATE ITEMS FUTURE	\$	45.40	

Interest is charged on overdue rates at 11% a year compound, calculated on daily charge balances until full payment is paid. Where rates are outstanding please ensure you receive an up to date settlement figure to include interest by phoning the Customer Service Centre the day prior to settlement.

The balance due on this assessment is \$1.79, and payment of this amount is now required.

Interest will be charged on overdue rates at 11% a year compound calculated daily until full payment of overdue rates is received. Please contact Council just prior to settlement to determine the final figure payable.

Council's pensioner rate concessions will be applied in accordance with the State Government Guidelines on the application of pensioner subsidies under quarterly rating. Pensioner rate concessions will apply for the current quarter. Any new applications for pensioner concessions will take effect from the beginning of the rating quarter following the lodgement and receipt of the application, as will the removal of current pensioner concessions.

In the event of our receipt of a land transfer notification from a pensioner vendor the concessions will be adjusted from the beginning of the next billing period after the date of sale.

For further information regarding pensioner concessions adjustments please contact Council's Pensioner Rates Officer on telephone (07) 3829 8676.

Items appearing under Details of Rates and Charges Levied Not Yet Billed, will be included in next Rate Notice to issue and should be taken into consideration at settlement.

Reading Date 22/11/2018, Last Reading Date 24/08/2018, Charge Type VWCRES, Meter Number 09W019472, Tariff WC01 Daily Kilolitres 0.2111, Consumption KL 19, Reading 620, Last Reading 601, Number of Days 90, Charge Amount \$11.21
Reading Date 22/11/2018, Last Reading Date 24/08/2018, Charge Type VWCBULK, Meter Number 09W019472, Tariff WC01 Daily Kilolitres 0.2111, Consumption KL 19, Reading 620, Last Reading 601, Number of Days 90, Charge Amount \$52.21

A search fee will be charged if further information is required.

Water reading information or clarification can be obtained by calling 3829 8999.

ADDITIONAL INFORMATION

***PDA Development
Scheme - Weinam
Creek***

Weinam Creek - This property is subject to a Priority Development Area Development Scheme. Any proposal over this block is subject to the PDA requirements. Please contact ICCC 3829 8999 for further information.

DIFFERENTIAL GENERAL RATES

Redland City Council has adopted a differential rating scheme for the 2018/2019 financial year. The scheme has 21 categories of land. A separate rate-in-the-dollar and a minimum general rate will apply to land identified within each category.

CHARGE FOR RECORDING A PROPERTY TRANSFER

For the 2018/2019 financial year the charge is \$45.40 for each change of ownership. The charge will be debited to the rate account on receipt of the transfer record from Department of Natural Resources, Mines and Energy. The purchaser is responsible for payment of the charge. In the event an intermediate transfer has occurred please take the charge amount into consideration at settlement.

Adjustment of rates is to be negotiated between vendor and purchaser at the time of settlement, and Council will not enter into negotiations with either party.

PLANNING INFORMATION

For information on planning including the Redlands Planning Scheme, development approvals and planning information please conduct a limited, standard or full town planning certificate. Alternatively Redlands Planning scheme information can be accessed free of charge via the web at www.redland.qld.gov.au.

BUILDING AND PLUMBING INFORMATION

For information regarding building and plumbing approvals including outstanding final inspections, please conduct a building record search. This will provide a letter detailing the approval and inspection dates for all structures as lodged at Council. Copies of approved plans (site, floor and elevations) are provided if available for domestic building record searches. More information is available on Redland City Council website at www.redland.qld.gov.au.

GENERAL INFORMATION

Council does not hold complete records of flood levels or drainage problem areas. Intending purchasers should seek advice from the Infrastructure Development group of Council who will advise of any flood information held by Council. It will also be advised if the information should be sought from a Registered Professional Engineer, Queensland.

This document must not be relied upon as constituting any specific advice as to whether land is contaminated and the amount of contamination. Land contamination is a matter administered by the Department of Natural Resources, Mines and Energy under the Environment Protection Act 1994 and specific information in relation to possible site contamination must be sought from that Agency.

A Contaminated Land Search can be obtained through the Department of Natural Resources, Mines and Energy at 15, 288 Edward Street, Brisbane or PO Box 15155 Brisbane Qld 4002
Ph 07 3224 8244.

Searches in relation to Easements should be conducted with the relevant registration authority.

The information in this Search is supplied at your request and not pursuant to any statutory obligation. The statements contained herein are not guaranteed. This Search is provided on the basis of information which Council believes to be accurate, and is supplied specifically on the basis that Council does not intend that any person will rely solely on the information for the purpose of making decisions with legal or financial implications. Council expressly disclaims any liability to persons who place such reliance on this information.

Information - Prospective Purchasers



01/07/2018 – 30/06/2019

Information

Please note if this Rates Search is being requested on behalf of a client, we request this general information advice **be handed to your client/s for their records.**

Quarterly Issue and Due Dates

Rates Notices are issued on a quarterly basis:

Qtr 1 – Issue date 06 Jul 2018 – Due date 06 Aug 2018

Qtr 2 – Issue date 05 Oct 2018 – Due date 05 Nov 2018

Qtr 3 – Issue date 11 Jan 2019 – Due date 11 Feb 2019

Qtr 4 – Issue date 05 Apr 2019 – Due date 07 May 2019

Charge for recording a Property Transfer

For the 2018/2019 Financial Year the charge is \$45.40 for each change of ownership. The charge will be debited to the rate account on receipt of the transfer record from Department of Natural Resources, Mines and Energy.

The purchaser is responsible for payment of the charge. In the event an intermediate transfer has occurred please take the charge amount into consideration at settlement.

Change of Details

To ensure prompt receipt of rate notices and general correspondence it is necessary to advise Council of any change to your postal address or contact details by calling (07) 3829 8999.

Pensioner Rate Concessions

Pension concessions are not transferable between properties. Pensioners must submit a new application to Redland City Council to confirm eligibility for concessions on the new property.

If eligible, Council's Rate Rebate will continue without interruption if the new application is received within 90 days of the property settlement date. The State Government Subsidies will be applied from the first day of the next rating quarter.

Enquiries regarding Pensioner Rate Concessions should be referred to Council on (07) 3829 8999.

Adjustment of Rates Charges and Fire Levies

The adjustment of rates is a matter of private negotiation between the vendor and the purchaser and is the responsibility of the Solicitor/s acting for the parties at the time of settlement.

If the property has current Pensioner Rate Concessions, these will be removed effective from the date of settlement. This may result in an adjustment in the rate account. Please take this into consideration when adjusting rates and charges.

Council will not enter into negotiations with either party in relation to adjustment of rates.

Bulk Valued Allotments (*land valued with other land*)

The Department of Natural Resources, Mines and Energy allocates land valuations used by Council to calculate the general rate. The Local Government Act requires Council to base its general rate on this valuation.

The first Rate Notice to issue after the receipt of the land valuation will have the general rate covering the period from the date of effect.

This may result in the general rate covering more than the current rating period. It is beneficial to prospective purchasers to be aware of this, so that you are able to budget for the general rate.

When adjusting rates and charges Council does not issue separate Rate Notices. Once the transfer has been processed the new owner will receive confirmation of this in writing from the Redland City Council.

Queries regarding **Land Valuations** should be directed to the Department of Natural Resources, Mines and Energy. PO Box 4230, Robina QLD 4230 on (07) 5626 6818.

Queries regarding the **calculation of the General Rate** should be directed to Redland City Council on (07) 3829 8999.

CSFS004 – 01/07/2018

Your ref OR-KQ0HMT3QXE7WJ
Our ref 1310427
Phone 1300 300 734
Fax (07) 3220 6708



25 February 2019

GlobalX
Helpdesk GlobalX
Gpo Box 2746
BRISBANE QLD 4001

LAND TAX CLEARANCE CERTIFICATE

This certificate is issued pursuant to sections 59 & 60 of the *Land Tax Act 2010* on information provided by the applicant. The office accepts no responsibility for the resultant advice should that information be incorrect or insufficient.

In respect of the subject land I certify that there is no land tax unpaid up to and including 30 June 2019 provided all details supplied remain unaltered until this date.

Vendors	Purchasers
CHRISTA Erika MOSS	Brascott Super fund pty ltd
Land Description	Parish
Lot 21 on Plan RP80201	REDLAND

Anticipated date of possession: 25 March 2019

Note: If the actual date of possession is not in the same financial year as the anticipated date of possession, then this certificate is not valid.

Elizabeth Goli
Commissioner of State Revenue



Department of Environment and Science (DES)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

McCarthy Durie Lawyers
PO Box 178
CLEVELAND QLD 4163

Transaction ID: 50515076 EMR Site Id: 25 February 2019
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 21 Plan: RP80201
17 OUTRIDGE ST
REDLAND BAY

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DES has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DES has not been notified

If you have any queries in relation to this search please phone 13QGOV (13 74 68)

Administering Authority

CURRENT TITLE SEARCH
NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 30663311

Search Date: 25/02/2019 11:32

Title Reference: 13662137

Date Created: 11/05/1964

Previous Title: 11427157

REGISTERED OWNER

Dealing No: 719216576 18/01/2019

CHRISTA ERIKA MOSS

ESTATE AND LAND

Estate in Fee Simple

LOT 21 REGISTERED PLAN 80201
Local Government: REDLAND

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10050149 (POR 1)
2. MORTGAGE No 714089476 30/09/2011 at 16:05
BANK OF WESTERN AUSTRALIA LTD A.B.N. 22 050 494 454

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT THE STATE OF QUEENSLAND (NATURAL RESOURCES, MINES AND ENERGY) [2019]
Requested By: D-ENQ INFOTRACK PTY LIMITED

80201

L. Ronald, Stephen Jones, Brisbane
 Authorised Surveyor, and jointly and severally declare that I have taken and duly taken, measured, laid out and marked out the boundaries of the lots and blocks shown on this plan in accordance with the provisions of the Survey Act, 1936 to 1948, and all By-laws have been complied with and approved this Plan of Subdivision subject to the provisions of the said Act, or of any Act amending the same.

THIS PLAN should be ROLLED not folded.
 - FOR OFFICE USE ONLY -

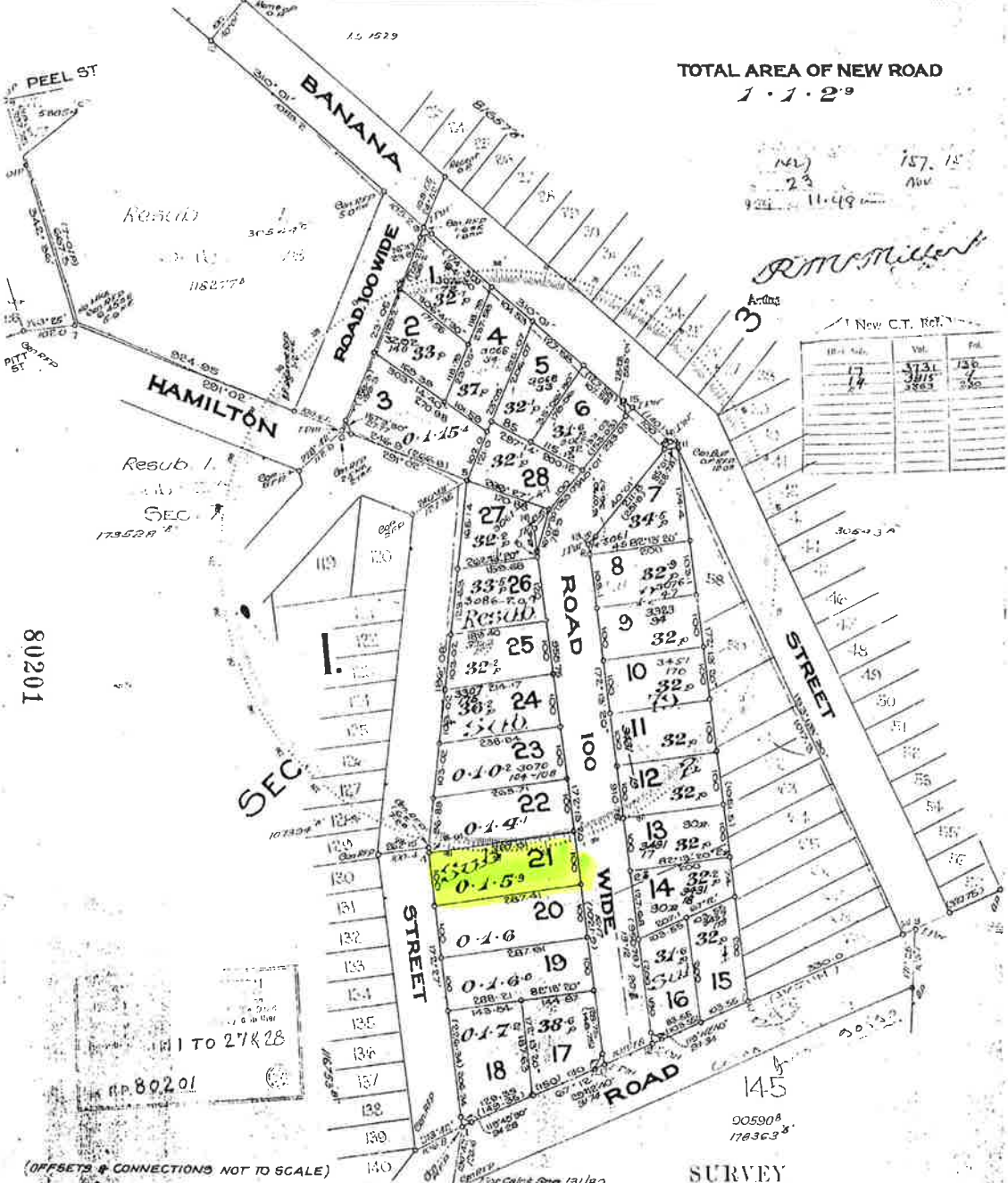
C.T. 252417 1427-157 S. 2 30545
 C.T. 252418 1427-158 S. 1 1
 Resub 28 See Plan N° 99388
 Resub 27 See conditional consent on 22385
 Lot 25 See 1.5.32209 (1.5.0)
 Lot 8 See 1.5.34365 (V.P.)

The Council of the Shire of Redland of Queensland certifies that all the requirements of this Council, the Local Government Acts, 1936 to 1948, and all By-laws have been complied with and approves this Plan of Subdivision subject to

80201

Made in England BRISBANE this 18th day of Sept. 1952
 Signature of Registrar of Titles
 Signature of Registrar of Titles

Dated this 18th day of January 1952
 Chairman or Mayor
 Town or Shire Clerk



80201

80201

80201

(OFFSETS & CONNECTIONS NOT TO SCALE)
 SCALE 1/2" = 1 foot
 At Registrar of this land, I agree to this Plan of subdivision and declare the new units shown thereon to be in accordance with the provisions of the Survey Act, 1936 to 1948, and all By-laws have been complied with and approved this Plan of Subdivision subject to the provisions of the said Act, or of any Act amending the same.

Examined 15.11.1952
 Approved 16.11.1952
 Registrar of Titles

SURVEY
 I. TO 28. OF SUBS 1 & 2 OF
 RESUB 2 OF SUB. 79. OF SEC. 3.
 OF REDLAND PARISH NO. 1.
 OF REGION
 COUNTY OF REDLAND.
 PARISH OF REDLAND.
 Cat. No. 80201 [CISP]

For Additional Plan &
Document Notices
Refer to CISP

B249511

B249511

30882

SEARCHED
SERIALIZED
10-25-84

80201 F/N

10-0
7-5-0
1-10-0

9-5-0

AS 11/15/84

to [unclear] Nov 1984
20 d. g. a. 12/10/84

41089

1-10-0
12/10/84

Wesley Robinson Dallas, Texas

Client No: 1 0 5 1 2 2 9 Duties Act 2001

Transaction No: 017-279-410

Duty Paid \$: 14525 Exempt

UTI \$: _____

Date: 05/3/19 Signed: _____

CONTRACT FOR SALE OF HOUSE AND LAND

(Note: Where there is insufficient space in any item place details in an Annexure and refer to the Annexure in the Item - e.g. 'Refer Additional Expenses Annexure')

Item Item Schedule

1. CONTRACT DATE Clause 1(11)

THE 12 DAY OF February 20 19 (Note: Seller/Seller's Agent must complete)

2. SELLER'S AGENT Clause 36

Name: JV James Pty Ltd T/as Ray White Redland Bay
Address: Shops 34/35 Redland Bay Shopping Centre, Carr Stradbroke & Broadwater Terrace, Redland Bay QLD 4165
ABN: 86143929926 Phone: (07) 3829 4000 Mobile: 0403 652 232
Email: redlandbay.qld@raywhite.com
Licence Number: 3403420 Expiry Date: 24/09/2019

3. SELLER Clauses 1(38), 13, 14, 15.1 and 35

Name: CHRISTA ERIKA MOSS DOB: _____
Address: 15 LINCOLN STREET
BURWOOD EAST VIC 3151
ABN / AGN _____ Phone: _____ Mobile: _____
Email: _____
Solicitor / Self Acting BICKELL & MACKENZIE
Address: PO BOX 7330 REDLAND BAY QLD 4165
Phone: (07) 3206 8700 Mobile: _____
Email: info@bimalaw.com.au Contact: _____

4. BUYER'S AGENT (if Applicable)

Name: _____
Address: _____
ABN: _____ Phone: _____ Mobile: _____
Email: _____

5. BUYER Clauses 1(9), 13, 14, 15.4, 15.5, 15.6, 29 and 31

Name: Brascott Super Fund Pty Ltd
Address: 240 Woodlands Dr Thornlands Q 4164
PO Box 1256 Cleveland Q 4163
ABN / AGN _____ Phone: _____ Mobile: 0439 770 426
Email: came@catsgrap.com.au
Solicitor / Self Acting MDL Lawyers
Address: _____
Phone: 3233 9902 Mobile: _____
Email: fiona.soo@mdl.com.au Contact: Fiona Soo

6. LAND Clauses 1(33), 24, 25, 26, 27 and 28

Address: 17 OUTRIDGE STREET
REDLAND BAY QLD 4165
Lot No. 21 on Plan RP80201 Title Reference: 13662137 Area: 1161M2 (Approx.)
Freehold Leasehold (Complete as applicable. If neither checked, it is assumed to be Freehold)
Local Government: Redland City Council

7. PURCHASE PRICE Unless expressly provided any GST payable is included in the purchase price. Clauses 1(34) and 6

Purchase Price \$ ~~\$560,000~~ ^{to} \$460,000

(WARNING: Some property sales may attract GST and require a tax invoice to be issued separate to this Contract. Seek appropriate professional advice if unsure).

8. DEPOSIT Clause 3

Initial Deposit: 10% DEPOSIT Payable: UPON SIGNING CONTRACT
Balance Deposit: Payable by a date no later than:

9. DEPOSIT HOLDER Clauses 3.1 and 3.7

JV James Pty Ltd t/a Ray White Redland Bay Trust Account

10. FINANCE Complete all details for Clause 5 to apply. Clauses 5, 20(2) and 34.2

Finance Amount: Finance Date:
Lender:

11. BUILDING / PEST / POOL SAFETY INSPECTIONS Only completed details will apply. Clauses 4, 20(1) and 34

Note: This item is not applicable where the Property is sold by Auction

(a) Building Inspection: Yes / No
(b) Pest Inspection: Yes / No
(c) Pool Safety Inspection: Yes / No (Applicable only if Item 15.2(c) is ticked)
Inspection Date: (Date to be completed by)
Note: If 'yes' is selected in Item 11(a), (b) or (c), an Inspection Date must be inserted.
Acknowledged Defects/Exclusions:

12. SETTLEMENT Clauses 1(12), 1(33), 1(40), 12, 13 and 34

12.1 Date: / / OR 30 DAYS FROM CONTRACT DATE days from the Date of Contract
OR

12.2 Settlement will be conducted by: (If neither (a) nor (b) is checked, e-conveyance will apply)
 (a) e-conveyance (Clause 12.1) and:
the Electronic Workspace will be opened by the Seller unless otherwise agreed.
 (b) Non e-conveyance (Clause 12.2) and the place of settlement will be:
Brisbane

13. ELECTRICITY SAFETY SWITCH Clause 1(2)

An Approved Safety Switch is is not installed for general purpose socket outlets.

14. SMOKE ALARMS Clauses 12.3(4) and 15.1(10)

Smoke alarms installed on the Property: Yes No

15. POOL SAFETY CERTIFICATE Clauses 1(31), 1(35), 1(36), 12.3(7) and 15.1(11)

15.1 A Regulated Pool forms part of the Property being sold or is on adjacent Regulated Land: Yes No
(if 'yes' complete Item 15.2 below)

15.2 For the Regulated Pool, at the Date of Contract, there is: (one box must be ticked)
 (a) a current Pool Safety Certificate Certificate No.: Expiry: / /
 (b) a current Form 17 - Final Inspection Certificate (issued for newly constructed or altered pools only)
 (c) no current Pool Safety Certificate - Form 36 - Notice of no pool safety certificate provided by the Seller (see Clause 4.3(1)) (where Item 15.2(c) is ticked the Buyer must indicate an intention with respect to a Pool Safety Inspection in Item 11(c))

16. EXCLUDED IMPROVEMENTS Note: unless excluded, all improvements are included Clauses 1(22), 11.3 and 15.1(9)

17. INCLUDED CHATTELS

Clauses 1(22), 1(33) and 15.1(2)

2 X AIR CONDITIONERS & GAS BOTTLES. ALL OTHER FIXTURES WILL BE REMOVED.

[Handwritten signature]

(eg. Dishwashers, microwaves)

18. RESIDENTIAL TENANCIES

Clauses 8.1, 12.3(3), 15.1(7), 15.1(8) and 18

18.1 Term: Options:
Rent: Bond: Tenant/s:
Commencement Date: / / Completion Date: / /

18.2 Managing Agent:
Phone: Email:

19. PRESENT USE

Clause 28

Residential Rural Vacant Land Rural Residential Other:

20. WORK ORDERS / NOTICES / APPLICATIONS

Clauses 1(25), 1(44), 15.1(8), 15.4, 23 and 35

(a) 1. Local Government/Statutory Authorities: Date: / /
2. Date: / /
3. Date: / /
(b) Copies of Applications or Orders given to the Buyer in accordance with Section 83 of the NDRA prior to the Date of Contract:
1. Date: / /
2. Date: / /

21. ENCUMBRANCES (If Property is sold subject to Encumbrances details must be inserted)

Clauses 1(18) and 18

Title: **NIL** (eg. Easement)

Other:
.....

(eg. Statutory Dealings; Unregistered Dealings; Licenses; Security Interests)

Ambiguous references similar to "searches will reveal" will not impose upon the Buyer an obligation to accept the Encumbrance.

22. INTEREST ON UNPAID MONIES

Clauses 14.3(3) and 21

(a) Rate: (If left blank, Item 22(b) is applicable)
(b) Queensland Law Society Inc Standard Contract Default Interest Rate

23. GST WITHHOLDING

Clause 7

23.1 The Property is: (tick one of the following)

Existing Residential Premises New Residential Premises Potential Residential Land

23.2 (The Buyer is to complete this Item 23.2 where the purchase is of Potential Residential Land)

The Buyer is registered for GST and acquiring the Property for a 'creditable purpose' (as defined in the GST Act):

Yes No

Note: where the answer is 'yes' and the acquisition is for Potential Residential Land Item 23.3(2) is not required to be completed.

23.3 GST Withholding Notice (to be completed by Seller - section 14-255 Taxation Administration Act 1953 (Cth))

(1) The Buyer is / is not required to make a payment to the Australian Taxation Office in compliance with section 14-250 of the Taxation Administration Act 1953 (Cth) in relation to the Property.

(2) Only complete the following details where payment is required:

(a) Seller's Name: ABN:
(b) Payment amount:
(c) When payable: / / Note: Where no date is inserted payment will be on the Settlement Date.
(d) Where the Purchase Price is not expressed as an amount of money insert the GST inclusive market value of the Property:

Important Note to Buyer: Failure by the Seller to complete this Item does not affect the Buyer's obligation to make a payment under section 14-250 (Clause 7).

24. SPECIAL CONDITIONS

Clause 32

The Special Conditions are inserted under instruction from a party to this Contract and where not prepared by that party, were prepared by an Australian Legal Practitioner and not the Agent. No legal advice has been given or warranty provided by the Agent. Legal advice should be sought.

1. The sellers and the buyers adopt the facsimile or electronically transmitted signatures as their original signatures. This contract may be entered into and becomes binding on the parties named in this contract that has been signed by the other party (or a photocopy or a facsimile copy or an emailed copy of the same) and transmitting a facsimile copy or electronically transferred copy thereof to the other parties' agent or solicitor.

25. SIGNING

Buyer's Acknowledgement

By signing below the Buyers/Buyers Agent acknowledges, prior to signing this Contract:

- a. having, where applicable, received copies of any Application or Order in accordance with Section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 as more particularly set out in item 20(b); and
- b. in the case of a Property with a Regulated Pool where no Pool Safety Certificate is current, received a Form 36 - Notice of no pool safety certificate.

WARNING: By signing this Contract the parties confirm that no legal advice as to the conditions contained herein was provided by the Agent. The parties have been advised to seek legal advice with respect to this Contract.

IMPORTANT: COOLING-OFF PERIOD (SECTION 165(2))

Note: Cooling-off Period does NOT apply to a Contract for sale of house and land by auction.

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(s) Signature(s)	(*) Witness(es) Signature(s)	Date Signed
1. 		22/2/2019
2.	1 1
3.	1 1
4.	1 1

Seller(s) Signature(s)	(*) Witness(es) Signature(s)	Date Signed
1. 		22/2/2019
2.	1 1
3.	1 1
4.	1 1

Deposit Holder: (To be signed on receipt of Initial Deposit)

(*) Witness Signature is not required where a party signs electronically (refer Clause 38.9)

IMPORTANT NOTE:

All Parties should sign annexures, initial any alterations to the Contract and, except where the Contract is signed electronically, initial at the bottom of each page of the Contract (Failure to do so does not invalidate this Contract)

Copies to be provided to all parties

Terms and Conditions

1. Definitions

In this Contract (which includes the Item Schedule) the following terms mean:

- (1) **Adjustment Date:** The earlier of:
 - (a) the date possession being given to the Buyer, or
 - (b) the Settlement Date.
- (2) **Approved Safety Switch:** defined as a residual current device under Schedule 9 of the *Electrical Safety Regulation 2013*.
 Note: Where an Approved Safety Switch is not installed, advice should be obtained from a licensed electrician to ensure compliance with the *Electrical Safety Regulation 2013*.
- (3) **Balance Purchase Price:** Monies payable, by the Buyer, on Settlement after deducting the Deposit, if paid, from the Purchase Price and allowing for Adjustments as provided in this Contract.
- (4) **Bank:** A business carrying on a bank business as defined in section 5 of the *Banking Act 1959 (CTH)*, the Reserve Bank or Bank constituted under State law.
- (5) **Bank Bond/Guarantee:** Deposit Bond or Guarantee issued by a Bank or insurance company to secure the Deposit in accordance with Clause 3.4 of this Contract.
- (6) **Bank Cheque:** An unendorsed Cheque drawn by any Bank or, if authorised by the Seller, some other cheque.
- (7) **Bond:** Any Bond paid in accordance with the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008*.
- (8) **Business Day:** Any day other than a Saturday, Sunday or public holiday in the State of Queensland and excluding the period from 27th December to 31st December inclusive (unless otherwise agreed between the parties).
- (9) **Buyer:** The Buyer named in Item 5, including any additional Buyers listed in an attached annexure.
- (10) **Contract:** means this Contract including Item Schedule, Terms and Conditions, Special Conditions and attached annexures or documents referred to in the Item Schedule.
- (11) **Date of Contract:** The date as set out in Item 1 or the date of the last party signing, whichever is the later.
- (12) **e-conveyance:** means a conveyancing transaction to be completed using e-conveyancing.
- (13) **e-conveyancing:** means a system of land conveyancing that uses an ELN to lodge documents electronically for the purposes of the land titles legislation.
- (14) **Electronic Document:** means any electronic communication (including Notices) as defined in the *Electronic Transactions (Queensland) Act 2001* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (15) **Electronic Workspace (Workspace):** for an e-conveyance, means a shared electronic Workspace within an ELN that allows the participating subscribers to the e-conveyance:
 - (a) to lodge a document electronically under the National Law; and
 - (b) if relevant, to authorise or complete Financial Settlement of the e-conveyance.
 Once opened such Electronic Workspace will be an electronic address designated by the parties in accordance with Section 24 of the *Electronic Transactions (Queensland) Act 2001*.
- (16) **Electronically Signed:** means an electronically generated signature and includes a digital signature as defined in the National Law.
- (17) **ELN:** means an Electronic Lodgment Network under the National Law.
- (18) **Encumbrance:** means matters affecting title to the Property, both registered and un-registered, including statutory easements, rights referred to in the Certificate of Title and personal property security interests as defined in section 12 of the *Personal Property Securities Act 2009 (CTH)*.
- (19) **Financial Settlement:** of an e-conveyance, means the exchange of value, in an ELN, between financial institutions in accordance with the instructions of participating subscribers to the e-conveyance.
- (20) **GST:** Where used in this Contract, has the meaning used in the *A New Tax System (Goods and Services Tax) Act 1999 (CTH)* and "GST" includes any applicable rulings issued by the Commissioner of Taxation.
- (21) **GST Act:** refers to the *A New Tax System (Goods and Services Tax) Act 1999 (CTH)*.
- (22) **Improvements:** All fixed or permanent structures on the land and any items fixed to them, including domestic dwelling, sheds, car accommodation, pergolas, in-ground or fixed pools (regulated or otherwise), fixed carpets and tiles, curtains, blinds and fittings, stoves, hot water systems, fixed antennae, fixed satellite dishes, fixed security systems, fixed clothes lines and all in-ground plants, unless excluded in Item 16.
- (23) **Item:** means items detailed in the Item Schedule of this Contract.
- (24) **Land Tax Clearance Certificate:** A certificate issued by the Office of State Revenue that describes the land charged, and showing whether or not any land tax remains unpaid on the land described in the application and where land tax remains unpaid, the amount thereof. (section 60(5)(a), (b) of the *Land Tax Act 2010*)
- (25) **National Law:** means *Electronic Conveyancing National Law (Queensland)*.
- (26) **NDRA:** means the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.
- (27) **New Pool Safety Standard:** means the compliance standard applicable under the *Building Act 1975* to a Regulated Pool from the earlier of the 30th November 2015 or the date a property is sold or leased.
- (28) **Nonconformity Notice:** means the Pool Safety Nonconformity Notice (Form 26) issued where the Pool Safety Inspector is not satisfied the pool complies with the New Pool Safety Standard.
- (29) **Outgoings:** All government and local government rates and charges assessed on the Land including water and sewerage rates, general rates, fire levy and all periodic charges up to and including the Adjustment Date.
- (30) **Participation Rules:** means the rules determined under section 23 of the National Law.
- (31) **Pool Safety Certificate:** means the certificate issued under the *Building Act 1975* with respect to a complying Regulated Pool.
- (32) **Pool Safety Standard:** means the compliance standard applicable to the Regulated Pool at the time the pool was constructed.
- (33) **Property:** The Land described in Item 6 together with Improvements described in Clause 1(22) and the included chattels described in Item 17.
- (34) **Purchase Price:** The sum referred to in Item 7.
- (35) **Regulated Land:** means regulated land as defined under section 231A of the *Building Act 1975*.

- (36) **Regulated Pool:** Where used in this Contract has the same meaning as given to it by section 231B of the *Building Act 1975*.
Note: a Regulated Pool is a swimming pool as defined under the *Building Act 1975* which will include a spa pool.
- (37) **Related Document:** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (38) **Seller:** The Seller named in Item 3, including any additional Sellers listed in an attached annexure.
- (39) **Settlement:** The conveyance of the Property from the Seller to the Buyer.
- (40) **Settlement Date:** The appointed date specified in Item 12 for Settlement to occur.
- (41) **Settlement Time:** of an e-conveyance, means the time of locking of the Workspace but not later than 4.00pm AEST on the Settlement Date.
- (42) **Tenancy Documents:** Tenancy Agreements, residential or otherwise, and documents ancillary thereto.
- (43) **Transfer Documents:** All those documents necessary to transfer title to the Property, as defined, to the Buyer, including Queensland Land Registry Transfer and Form 24.
- (44) **Work Order:** a valid notice or order issued by a court, tribunal or other competent authority or notice served or issued in compliance with an Act or Regulation that requires work to be done, or monies spent, on or in relation to the Property.

2. Interpretation

In this Contract, unless the contrary intention appears:

- (1) the singular includes the plural and vice versa.
- (2) 'person' includes a firm, a body corporate together with executors, administrators, successors and assigns.
- (3) an agreement, representation or warranty:
 - (a) in favour of two or more persons is for the benefit of them jointly and severally.
 - (b) on the part of two or more persons binds them jointly and severally.
- (4) a reference to:
 - (a) an item number is a reference to an item in the Item Schedule.
 - (b) a person includes the person's executors, administrators, successors and assigns.
 - (c) a document includes any variation to that document.
 - (d) any law includes all regulations and other instruments under it and amendments or replacements of any of them.
- (5) the Item Schedule and any attached addendum pages and annexures shall form part of this Contract.

3. Deposit

- 3.1 The Buyer must pay the Deposit to the Deposit Holder as Stakeholder in the amount and at the times required in Item 8.
- 3.2 Time is of the essence when making payment of the Deposit.
- 3.3 Failure to pay any monies on time, or by cheque which is not honoured on presentation, will be an act of default by the Buyer.
- 3.4 The Buyer may secure payment of the Deposit (in whole or in part) by Bank Bond/Guarantee in a form and on terms acceptable to the Seller, in which case on receipt of the Bank Bond/Guarantee the Buyer's obligation to pay the Deposit shall have been satisfied to the extent of the Bank Bond/Guarantee.

3.5 The Deposit is payable to the Seller:

- (1) on Settlement; or
- (2) in case of the Buyer's Default on default.

3.6 Should this Contract be properly terminated by the Buyer, the Deposit will be refunded to the Buyer in which case the Buyer shall have no further claim under this Contract unless there has been a breach of the provisions of this Contract by the Seller, giving rise to a claim for damages.

3.7 Investment of the Deposit: *(Note: see section 17 of the Agents Financial Administration Act 2014)*

Where the Stakeholder is instructed by the parties to invest the Deposit, subject to any legislative requirements, then (except in the case of Bank Bond/Guarantee):

- (1) the Deposit Holder will invest the Deposit in its name as trustee for the Buyer and Seller in an interest bearing account with a Bank, Building Society or Credit Union until the Settlement Date or as otherwise instructed by the parties.
- (2) the parties will supply to the Deposit Holder, prior to the investment of the Deposit, their tax file numbers and acknowledge that if the tax file numbers are not provided then they accept that the interest earned on the Deposit may be taxed at the highest rate allowable.
- (3) the Deposit and the interest are at the risk of the party who is ultimately entitled to the Deposit.
- (4) the interest on the Deposit will be paid to the party who becomes, and is, entitled to the Deposit at Settlement and such party will be solely responsible for any tax liability on such monies.
- (5) where the Contract does not proceed to Settlement, the interest is payable to the party entitled to the Deposit in accordance with Clauses 3.5 and 3.6.
- (6) all costs in relation to this investment will be borne by the party referred to in Clause 3.7(4).
- (7) a Stakeholder, being a licensed Agent, may not invest the Deposit if the sale is to be completed on a contractually ascertainable day less than 60 days after the Deposit is received.

4. Property Inspections

4.1 The Contract is subject to and conditional upon the Buyer obtaining, at their own expense, by the Inspection Date (or such extended date as may be agreed) the relevant inspection report/s:

- (1) as specified in Item 11(a) and (b) (excluding Acknowledged Defects/Exclusions) satisfactory to the Buyer.
- (2) where Item 11(c) applies, a report, satisfactory to the Buyer, that the Regulated Pool:
 - (a) complies with the New Pool Safety Standard (Pool Safety Certificate Issued); or
 - (b) does not comply with the New Pool Safety Standard (Nonconformity Notice given).

4.2 In compliance with this clause the Buyer will promptly, after the signing of this Contract by the Seller, take all reasonable steps to obtain the inspection report/s in compliance with Clause 4.1.

4.3 (1) Where there is no Pool Safety Certificate and the Buyer has indicated an intention to obtain a Pool Safety Inspection in Item 11(c), the Seller authorises the Buyer to appoint a licensed Pool Safety Inspector for the purposes of carrying out the inspection and to receive the results of such inspection.

- (2) The Buyer will be deemed satisfied with the Pool Safety Inspection where a Pool Safety Certificate issues on or before the Inspection Date.

Note to Buyer: *Building Act 1975* - If no Pool Safety Certificate is received and the Contract proceeds to Settlement, it shall be the Buyer's responsibility to, at its own cost, obtain such certificate within 90 days (the usual period) or such further period after Settlement where section 246ATJ(2)(b) of the *Building Act 1975* applies. The Buyer is referred to section 4 of the Form 36.

Note to Seller: Where a Pool Safety Inspection has been carried out resulting in a Nonconformity Notice issuing and the Contract does not proceed to Settlement, the local authority may require the pool owner, at its cost, to carry out works to comply with the relevant Pool Safety Standard.

- 4.4 Upon receipt of any inspection report the Buyer must promptly but no later than 5pm on the Inspection Date, give notice to the Seller:
- (1) that the Buyer is satisfied with the inspection report/s; or
 - (2) that the Buyer is not satisfied with the inspection report/s and terminates the Contract.
- 4.5 The Buyer must at all times act reasonably.
- 4.6 Should the Buyer not give notice to the Seller in accordance with Clause 4.4 by 5.00 p.m. on the Inspection Date the Seller may, by notice, terminate this Contract.
- 4.7 In respect to Clause 4.4(2) and 4.6, this Contract is not terminated until written notice is given and the Buyer may at any time up to termination, by written notice, waive the benefit of Clause 4.4 or give notice in accordance with Clause 4.4(1), where upon this Contract will be in full force and effect.
- However, with respect to Item 11(c) Pool Inspection, a party may not terminate after receiving a Pool Safety Certificate.
- 4.8 Where the Buyer has given notice of termination in accordance with Clause 4.4(2) but has failed, when requested by the Seller, to provide a copy of the relevant inspection report/s (or in the case of a Regulated Pool any Nonconformity Notice issued as a result of the Pool Safety Inspection), the termination will not take effect until such copy has been provided to the Seller.
- 4.9 Should this Contract be terminated in accordance with the provisions of Clause 4, Clause 3.6 will apply.
- 4.10 In respect of white-ants, risk in itself will not constitute a reason for termination of this Contract.
- 4.11 Inspectors who conduct building and/or pest inspections for the purposes of this Contract must be licensed as an Inspector holding a complete residential building inspection licence in accordance with the *Queensland Building and Construction Commission Act 1991* and Regulation there to.
- 4.12 Inspectors who conduct Pool Safety Inspections for the purposes of this Contract must be licensed as Pool Safety Inspectors by the Pool Safety Council.
- 4.13 Clause 4 does not apply where the Property is sold by auction.
- 5. Finance**
- This clause shall not apply unless all details in Item 10 are completed.
- 5.1 This Contract is subject to and conditional upon the Lender approving a loan to the Buyer in the Finance Amount, on terms and conditions satisfactory to the Buyer, for the purchase of the Property by the Finance Date (or such extended date as may be agreed). See Item 10.
- 5.2 In complying with this clause the Buyer will promptly, after the signing of this Contract by the Seller, make application to the Lender for the Loan and take all reasonable steps to obtain the Finance approval by the Finance Date.
- 5.3 The Buyer must give notice to the Seller immediately upon approval/rejection of Finance in accordance with Clause 38 and in any case, not later than the Finance Date.
- 5.4 If the Buyer, after complying with Clause 5.2, has not obtained the Finance approval by the Finance Date then the Buyer may by giving notice to that effect to the Seller:
- (1) terminate this Contract; or
 - (2) prior to the Seller terminating the Contract, waive the benefit of this condition.
- 5.5 Should the Buyer not give notice to the Seller in accordance with Clause 5.4(1) or (2) by 5.00 p.m. on the Finance Date the Seller may, by notice, terminate this Contract.
- 5.6 The Buyer will, if required by the Seller, provide details of compliance with Clause 5.2 or written proof of rejection of the Buyer's application for finance.
- 5.7 This Contract is not terminated until notice is given in accordance with either Clause 5.4 or 5.5.
- 5.8 Should the Buyer not obtain Finance Approval by the Finance Date and not give notice in accordance with Clause 5.4, and then subsequently obtains Finance Approval and notifies the Seller prior to the Seller giving notice to terminate this Contract in accordance with Clause 5.5, then the Buyer will have complied with the requirement to obtain a loan in the Finance Amount and this Contract will be in full force and effect.
- 5.9 All monies paid by way of Deposit will be forthwith refunded to the Buyer once this Contract is terminated in accordance with this clause.
- 6. GST**
- 6.1 Unless expressly provided in the Contract the Purchase Price includes any GST liability in respect of the sale of the Property.
- 6.2 Any GST incurred by the Seller in respect of a taxable supply under this Contract must be paid or reimbursed by the Buyer on provision of a tax invoice.
- 7. GST Withholding**
- 7.1 Where the Property the subject of this Contract is, within the meaning of the GST Act a 'new residential premises' or 'potential residential land' the Seller must give to the Buyer a GST Withholding Notice (Item 23.3) in accordance with section 14-255 of the *Taxation Administration Act 1953 (Cth)*.
- 7.2 Where an amount is required to be paid to the Australian Taxation Office (ATO) in accordance with the GST Withholding Notice (Item 23.3) the Buyer is authorised to withhold from the Balance Purchase Price and remit to the ATO the amount as required in Item 23.3(2) in accordance with section 14-250 of the *Taxation Administration Act 1953 (Cth)*.
- 7.3 Where the GST Withholding Notice (Item 23.3) is not completed by the Seller, the Buyer is authorised to withhold from the Balance Purchase Price and remit to the ATO, in compliance with the GST Act, an amount calculated in accordance with section 14-250(6) of the *Taxation Administration Act 1953 (Cth)*.
- 7.4 Where the Buyer is required to make a payment in accordance with section 14-250 (*Taxation Administration Act 1953 (Cth)*) the Buyer must lodge with the ATO the following forms:
- (1) not less than 14 days prior to Settlement, a GST Property Settlement Withholding Notification; and
 - (2) at or before Settlement, a GST Property Settlement Date Confirmation.
- 7.5 Prior to Settlement the Buyer must provide to the Seller a copy of:
- (1) the response received from the ATO following lodgement of the GST Property Settlement Withholding Notification showing the lodgement and payment reference numbers; and
 - (2) the GST Property Settlement Date Confirmation form lodged with the ATO.

8. Adjustments

- 8.1 The Seller is entitled to the Rents and Income and is liable for and will make payment of all Outgoings on the Property up to and including the Adjustment Date. Thereafter the Buyer shall be entitled to Rents and Income and be liable for all Outgoings.
- 8.2 All Outgoings under Clause 8.1 must be apportioned as at the Adjustment Date.
- 8.3 All Rents and Income received by the Seller in relation to periods subsequent to the Adjustment Date must be apportioned between the parties as at the Adjustment Date.
- 8.4 Apportionment of Outgoings with respect to those which have been paid will be adjusted on the amount paid and for those assessed but not paid on the non discounted assessment.
- 8.5 All Outgoings paid and Rents and Income received (including post Settlement reassessments) by either party must be apportioned based on the Adjustment Date and paid or received at Settlement or as otherwise appropriate. This excludes water rates charges based on usage.
- 8.6 Unpaid Rent, as at Settlement, will not be adjusted until paid.
- 8.7 Land tax will be apportioned as if the Land were the Seller's only land in Queensland and the Seller is a natural person resident in Queensland.
- 8.8 (1) Should the Office of State Revenue not have issued a Land Tax Clearance Certificate to the Buyer by the Adjustment Date, then in such case the parties agree the Buyer will retain in his Solicitor's Trust Account such sum from the settlement monies, as the Office of State Revenue specifies in writing would be prudent to cover any land tax liability outstanding for the period up to and including 30th June immediately preceding the Adjustment Date.
Upon a Land Tax Clearance Certificate issuing, the Buyer undertakes and agrees to direct the Solicitor to pay from the funds held in the Trust Account so much of those funds as may be necessary to obtain for the Buyer a Land Tax Clearance Certificate. Any balance funds remaining shall be paid to the Seller.
This obligation is a continuing obligation and does not lapse at Settlement.
- (2) Where the Land described in Item 6 forms part of a larger lot and no separate assessment of Land Tax is issued in respect to the Land, Land Tax will be adjusted, using the site or unimproved value of the lot, based on the proportion the area of the Land bears to the area of the whole of the lot. Site value and unimproved value have the meaning given them in section 7 of the *Land Valuation Act 2010*.
- 8.9 (1) Where Outgoings have not been assessed at the Adjustment Date any apportionment will be based on the sum advised by the relevant authority or where no such information is available, on the latest assessment.
- (2) Outgoings on a "per lot" basis shall be adjusted by dividing the total assessment by the number of lots included in the assessment.
- 8.10 Any amount, other than Land Tax, adjustable under this provision which relates to land other than that included in the Property shall be (where no specific assessment is issued) adjusted proportionately based on the area of the whole of the land relative to the area of the Land included in the Property.
- 8.11 Should the Seller be entitled to any discount on Outgoings then, for the purpose of this clause, the discount shall not be taken into account, unless already received.

8.12 Adjustments will be made with respect to water rates when the rates charged are based on the average daily usage using the following formula:

$$\text{Adjustment} = \text{TC/RD} \times \text{AD}$$

Where:

TC = Total Usage Charge as at the Adjustment Reading Date

RD = Days between the previous reading and Adjustment Reading Date

AD = Adjustment Days. The number of days between the Adjustment Reading Date and Settlement Date.

(ie. Settlement Date minus Adjustment Reading Date. The Adjustment Reading Date is the date the water meter was read for the purpose of issue of Local Government water usage assessment)

8.13 The Buyer is responsible for:

- (1) obtaining an accurate water meter reading within a reasonable time period prior to Settlement for the purpose of Clause 8.12;
- (2) determining an Adjustment amount to be paid in accordance with Clause 8.12; and
- (3) disclosing the information in Clause 8.13(1) and (2) to the Seller not less than 48 hours prior to the Adjustment Date.

8.14 The Seller may direct the Buyer to provide on Settlement a cheque payable to the relevant authority for Outgoings assessed but unpaid at the Adjustment Date. It shall be the Buyer's responsibility to forward such cheque to the relevant assessing authority forthwith. This will be an adjustment for the purposes of Clause 8.1.

8.15 It shall be the Buyer's responsibility to obtain at its own cost all details of Outgoings from relevant government and local government authorities.

8.16 Where information regarding Outgoings, Rents and income details are not otherwise available, the Seller will, upon request, provide details from records in the Seller's possession.

9. Preparation and Completion of Documents

9.1 The Buyer will have delivered to the Seller, at a reasonable time before Settlement for execution by the Seller, Transfer Documents for the Land and any assignment or other document reasonably necessary for Settlement of this Contract.

9.2 Upon compliance by the Buyer with the provisions of this Contract and where the Seller is legally represented (payment by the Buyer of the Seller's reasonable legal expenses), the Seller will upon request, produce the Transfer Documents (prior to Settlement or payment of the Balance Purchase Price) for the purposes of assessment and payment of transfer duty.

9.3 It is agreed to by the parties hereto that the Buyer shall be under no obligation to pay any production fee to the Seller pursuant to Clause 9.2 if the Seller is not represented by a solicitor.

10. Release of Security Interest

10.1 Should any of the assets, being personal property, be subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies:

- (1) such assets will be transferred free of the security interest.
- (2) where required to perfect the release of the security interest the Seller will ensure that prior to Settlement the Buyer receives from the secured party a written undertaking to register a financing change statement with respect to the personal property the subject of the security interest.
- (3) words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in Clause 10 unless the context requires otherwise.

11. Handover

- 11.1 (1) The Seller must maintain the Property in the condition as at the Date of Contract and must hand over the Property at Settlement without damage or loss to the condition as at the Date of Contract (fair wear and tear excepted).
- (2) The Seller will not be liable for loss or damage to the Property unless caused by the Seller's neglect or fault. Should there be damage or loss to the condition of the Property the Buyer may not delay Settlement or withhold monies.
- 11.2 The Seller will, prior to Settlement, remove all chattels and other property not included in the sale, and repair damage, if any, caused by such removal.
- 11.3 Property not removed in accordance with Clause 11.2 shall be deemed abandoned and may be dealt with by the Buyer in any way the Buyer considers appropriate without obligation to account to the Seller.
- 11.4 Where the Seller has not satisfied its obligations under Clauses 11.1, 11.2 and 11.3 the Buyer may serve a notice on the Seller giving details of the failure to comply and requiring rectification prior to Settlement.
- 11.5 The Buyer may claim from the Seller the reasonable costs of effecting rectification of any damage or failure to maintain the Property in relation to Clauses 11.1 and 11.2 and costs incurred in dealing with property not removed in accordance with Clause 11.3 as liquidated damages notwithstanding Settlement may have taken place.
- 11.6 With respect to Clauses 11.1 and 11.2, the Buyer must notify the Seller prior to Settlement, of its intention to make a claim. A notice provided in accordance with Clause 11.4 and not complied with will satisfy this obligation.
- 11.7 Where a dwelling house which forms part of the Property the subject of this Contract is before the date of possession or completion, whichever earlier occurs, so destroyed or damaged as to be unfit for occupation as a dwelling house, the Buyer may, at the Buyer's option, rescind the Contract by notice in writing given to the Seller or the Seller's solicitor not later than the date of completion or possession whichever the earlier occurs.

12. Settlement

12.1 Settlement by Electronic Conveyancing (e-conveyance)

- (1) Where Item 12.2(a) specifies settlement by e-conveyance this Clause (12.1) will apply and Settlement including lodgment of transfer documents and payment of Balance Purchase Price monies will proceed electronically in accordance with the National Law.
- (2) Where an inconsistency exists between this and other clauses in the Contract this clause will apply.
- (3) Where a party, acting reasonably, is not able to proceed with e-conveyance written notice, including advice regarding the reason for such inability must be given as soon as possible prior to Settlement Date and the provisions of Clause 12.1(10)(b)(ii) will apply with regard to Settlement.
- (4) Each party must:
- (a) be, or engage a representative who is a Subscriber for the purposes of the National Law; and
- (b) conduct this transaction in accordance with the National Law and Participation Rules.
- (5) Once the Contract has become unconditional the party designated in Item 12.2(a) must promptly cause a Workspace to be opened and populated with all necessary information and documents to facilitate Settlement and advise all relevant parties, including relevant financial institutions, and invite them to join the Workspace.

- (6) Upon being invited to join the Workspace the remaining parties together with relevant financial institutions must promptly join the Workspace and cause the Workspace to be populated with all necessary information and documents, to facilitate Settlement.
- (7) A party will not be in default where it is prevented from complying with an obligation under this clause due to failure by the other party or a financial institution to comply with an obligation under this Clause (12.1).
- (8) The parties will confirm through the Workspace a Settlement Time. Neither party may terminate this Contract while the Workspace is locked for settlement.
- (9) Settlement occurs when the Workspace for the e-conveyance records that:
- (a) Financial Settlement occurs; or
- (b) if there is no Financial Settlement, the documents necessary to transfer title have been accepted for electronic lodgment by the registrar.
- (10) Each party must do everything reasonably necessary and in a reasonable timeframe to ensure:
- (a) Settlement (including Financial Settlement) occurs electronically on the Settlement Date; or
- (b) where the parties have complied with the provisions of Clauses 12.1 and 12.3(6) and Settlement cannot occur by e-conveyance and neither party is in default, Settlement including Financial Settlement will be completed:
- (i) by e-conveyance on the next Business Day after the Settlement Date; or
- (ii) if the parties agree, in accordance with Clause 12.2, in which case Settlement must be within 3 Business Days of the Settlement Date,

and in either case, time remains of the essence.

- (11) Should deposit monies held by the agent be required for settlement purposes the agent is authorised and directed, if instructed by the Seller, to release the deposit monies less any commission to the Trust Account of the Seller's Solicitor. The Seller's Solicitor will hold the monies as Deposit monies under the Contract and is authorised to pay the monies as directed by the Seller in accordance with the directions of the parties.
- (12) All monies required for e-conveyance settlement must be cleared funds prior to Settlement Time.
- (13) Where monies have been paid to an incorrect account the parties must take all reasonable steps to recover such monies for payment to the intended recipient.
- (14) Each party will be responsible for their own costs in respect to e-conveyance.
- (15) Where an Outgoing or other financial obligation is to be discharged or paid at Settlement, if such payment cannot be facilitated through the e-conveyance the parties will make suitable arrangements to discharge or pay the Outgoing or other financial obligation by means other than through e-conveyance.

12.2 Settlement by a Method other than Electronic Conveyancing (Non e-conveyance)

- (1) Where Item 12.2(b) specifies settlement by non e-conveyance or Clause 12.1(3) applies or the parties agree in accordance with Clause 12.1(10)(b)(ii), this Clause (12.2) will apply.
- (2) Settlement shall take place on the Settlement Date between 10.00am and 4.00pm AEST:
- (a) at the settlement office of the Seller's mortgagee or solicitor; or
- (b) as otherwise agreed upon by the parties; or
- (c) failing agreement, at the nearest office to the nominated place for Settlement at which land title documents may be lodged for registration.

- (3) Notwithstanding the completion of Item 12 the parties may agree to e-conveyance at any time, at which point the provisions of Clause 12.1 will apply.
- (4) On the Settlement Date:
- (a) the Buyer must, pay the Balance Purchase Price, adjusted as provided in this Contract, by Bank Cheque/s (as directed by the Seller or its Solicitors in writing).
- (b) the Seller must deliver (or cause to be delivered) to the Buyer (or as directed by the Buyer) Transfer Documents free from Encumbrances, unless detailed in Item 21, executed by the Seller in a form capable of immediate registration (save for stamping) in accordance with the *Land Title Act 1994*.
- (5) The Buyer shall be required to bear the cost of no more than four Bank Cheques in payment of the Balance Purchase Price.

12.3 Settlement - Other Provisions

On Settlement in accordance with Clause 12.1(9) or 12.2(4) (whichever is applicable) the Seller must deliver (or cause to be delivered) to the Buyer (or as directed by the Buyer):

- (1) the instrument of title, if any, for the Land. Provided however the title documents with respect to the Land relate also to other land, the Seller must, unless otherwise agreed to by both parties at the time of Settlement produce those documents at the nearest office at which land title documents may be lodged to enable registration of the transfer. The Buyer shall provide at or before Settlement such undertakings as the Seller may reasonably require in relation to the production of the title documentation. Cost of production and any new title will be borne by the Buyer.
- (2) all the Seller's keys and other devices and codes for entry, exit and security unless an alternative time and place for delivery is agreed to in writing.
- (3) all Tenancy Documents, including all documents and forms required to comply with the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* including Bond transfers and notice to Tenants advising of the sale, provided however section 117 of the *Property Law Act 1974* does not apply insofar as it assigns to the Buyer the right to recover rent arrears
- (4) a properly completed property transfer information form in accordance with the *Fire and Emergency Services Act 1990*.
- (5) title to any chattel forming part of the Property including assignable warranties and documentation relating thereto to which the Buyer may be reasonably entitled.
- (6) in compliance with Clause 18, all documentation necessary to effect release of any Encumbrance over the Property, except as detailed in Item 21, including where applicable, property subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- (7) documents in the Seller's possession reasonably required by the Buyer relating to the Property, in particular, but not exclusively, those relating to prior transfers, tenancies, licenses, warranties, relevant certificates relating to pool safety compliance, non-compliance or exemption, and any unregistered dealings and in so doing assigns to the Buyer the benefit of such tenancies, licenses and warranties.
- (8) vacant possession of the Land (except if tenanted) and title to all the Property.

13. Buyer's Default

- 13.1 If the Buyer does not pay any monies due or is otherwise in default then, providing the Seller is not in default, the Seller may, in addition to and without limiting other remedies, including action for damages and/or specific performance, by notice in writing to the Buyer specifying the default, terminate or affirm this Contract.
- 13.2 Should the Seller terminate this Contract in accordance with Clause 13.1 the Seller may, without prejudice to any other rights:
- (1) claim forfeiture of the Deposit or call up any Bank Bond or Bank Guarantee provided in accordance with Clause 3.4;
- (2) resell the Property and provided such resale is completed within 12 months, any deficiency, including the expense of such resale, shall be recoverable by the Seller from the Buyer as liquidated damages;
- (3) retain the Property and sue the Buyer for damages for breach of this Contract;
- (4) claim any Deposit monies that are in arrears as a liquidated debt; and
- (5) appropriate the profit, if any, on resale.
- 13.3 Should the Seller affirm this Contract in accordance with Clause 13.1 the Seller may, without prejudice to any other rights:
- (1) sue the Buyer for specific performance of the Contract and/or damages for breach as well as, or in lieu of, specific performance of the Contract; and
- (2) recover from the Buyer, the Deposit or any part thereof the Buyer has failed to pay as a liquidated debt.
- 13.4 Damages will include:
- (1) professional fees and costs incurred to satisfy the terms of this Contract.
- (2) legal costs on an indemnity basis.

14. Seller's Default

- 14.1 If the Seller is in default under this Contract then, providing the Buyer is not in default, the Buyer may, in addition to and without limiting other remedies, including action for damages and/or specific performance, by notice in writing to the Seller specifying the default, terminate or affirm this Contract.
- 14.2 Should the Buyer affirm this Contract the Buyer may, without prejudice to any other rights, sue the Seller for specific performance of the Contract and/or damages for breach as well as, or in lieu of, specific performance of the Contract.
- 14.3 Should the Buyer terminate this Contract in accordance with Clause 14.1 the Buyer may, without prejudice to any other rights:
- (1) recover from the Seller/Stakeholder the Deposit and any other monies paid by the Buyer under the Contract;
- (2) be entitled to any interest earned on a Deposit invested in accordance with Clause 3.7;
- (3) in addition be entitled to claim interest on any monies paid by the Buyer under the Contract (other than the Deposit) at the rate prescribed in Item 22 to be calculated from and including the date of payment by the Buyer up to, but excluding the date on which the money is repaid; and
- (4) sue the Seller for damages.
- 14.4 Damages will include:
- (1) professional fees and costs incurred to satisfy the terms of this Contract.
- (2) legal costs on an indemnity basis.

15. Seller's Warranties

- 15.1 The Seller warrants, unless otherwise disclosed in this Contract, that at the time of Settlement:
- (1) the Seller will be the Registered Owner in the case of freehold land or the Lessee in the case of leasehold land.

- (2) it is the owner of all the Property.
- (3) there is no impediment to the Seller completing the sale.
- (4) the Seller is not insolvent or bankrupt.
- (5) and except as provided in Clause 15.3, the Seller has no knowledge of any legal actions affecting or which may affect the Property or any part of it.
- (6) except as disclosed in Item 20(a) and 20(b), the Seller has no knowledge of any outstanding or unsatisfied judgments, Work Orders, demands or writs with respect to any Act, Regulation or By-Law:
- required to be complied with by the Seller, which have not been fully complied with; or
 - which may adversely affect the Property or the Seller's ability to complete this Contract; or
 - which may bind the Buyer.
- (7) the Seller has complied with the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* with respect to the Tenancies as set out in Item 18.
- (8) the details set out in Item 18.2 are correct and the Seller has caused notice of sale of the Property to be given to the Managing Agent mentioned in Item 18.2.
- (9) any Improvements to the Property not excluded in Item 16 will not have been removed by the Seller.
- (10) the Seller has complied with Division 5A of the *Fire and Emergency Services Act 1990* with respect to smoke alarms.
- Note: From the 1st July 2007 owners of all houses and units (domestic dwellings) in Queensland must install and maintain smoke alarms in compliance with the *Fire and Emergency Services Act 1990* as amended.
- (11) where there is a current Pool Safety Certificate, no alterations or additions have been made to the Regulated Pool/s or its surrounds prior to Settlement which would affect the Pool Safety Certificate.
- (12) in the case of vacant land, the Property has been provided with a separate sewerage connection, unless otherwise disclosed in Item 24 (Special Conditions). This clause shall not apply to Property where other disposal systems are required and permissible by the local authority or council.
- (13) the Seller has complied with all relevant environmental legislation in respect to the Property. The Land is not subject to any notice or order under the *Environmental Protection Act 1994*, nor are particulars of the Land recorded under the Environmental Management Register or Contaminated Land Register.
- 15.2 It is acknowledged and agreed by the parties hereto that any building approval defect listed as a requisition in the local authority's building records does not constitute a Work Order as contemplated by Clause 15.1(6).
- 15.3 The Seller warrants as at the Date of Contract, unless disclosed prior to entering into this Contract in accordance with Section 83 of the NDRA (refer to Item 20(b)), the Land is not subject to or affected by an Application or Order under Chapter 3 of the NDRA.
- 15.4 If a warranty set out in Clause 15.1(1) to (7) (excluding matters disclosed in Item 20 or Item 24) is incorrect or is breached by the Seller, the Buyer may by notice to the Seller, terminate this Contract.
- 15.5 If a warranty set out in Clause 15.1(8) to (13) is incorrect or is breached by the Seller, the Buyer may by notice to the Seller given within 14 days after the Buyer's copy of the Contract is received by the Buyer:
- forthwith terminate this Contract; or
 - elect to complete this Contract and reserve its rights to claim compensation.
- 15.6 If the warranty set out in Clause 15.3 is incorrect or is breached by the Seller, the Buyer may terminate the Contract at any time before the Contract settles by giving a signed, dated notice of termination to the Seller or the Seller's Agent stating that the Contract is terminated under section 86 of the NDRA.
- 15.7 Any notice given to the Seller under Clauses 15.4 and 15.5 must set out clearly, details of the incorrect or breached warranty.
- 16. Foreign Investment Approval**
The Buyer warrants:
- it is not required to obtain consent to this purchase under the *Foreign Acquisitions and Takeovers Act 1975*; or
 - it has obtained any and all consents under the *Foreign Acquisitions and Takeovers Act 1975* to this purchase.
- 17. Consent**
- 17.1 If the Seller must obtain consent to transfer the Property, as is the case with Leasehold Property, the Seller shall at his own cost promptly take every reasonable action to obtain such consent.
- 17.2 The Buyer will, if required, do all things as may reasonably be necessary to assist in obtaining such consent.
- 17.3 If consent is not obtained by the Settlement Date, providing neither party is in default, either party may by written notice to the other party terminate this Contract.
- 18. Encumbrance**
The Property is sold free of Encumbrances and Tenancies except as notified in Items 18 and 21 (But subject to all reservations in favour of the Crown).
- 19. Further Acts**
Each party must do whatever is reasonably necessary, at that party's own expense, to carry out its obligations under this Contract.
- 20. Inspection (Pre Settlement)**
On giving of reasonable notice to the Seller, the Buyer and/or designated representative may, at reasonable times prior to Settlement, inspect the Property for the purposes of:
- Inspections in accordance with Clause 4;
 - valuation, if required (under Clause 5 or otherwise);
 - reading of the water meter;
 - one pre-settlement inspection in addition to Clauses 20(1) and 20(2); and
 - survey in accordance with Clause 24.
- 21. Interest on Unpaid Monies**
Any monies payable under this Contract (or any Judgment given in respect of this Contract) not paid when due will attract interest from the due date, to the date of payment, at the rate prescribed in Item 22 and the party, to whom those monies are owed, when such monies are paid, may recover the interest thereon from the other party as liquidated damages.
- 22. Possession Prior to Settlement**
- 22.1 Should possession be given before the Settlement Date set out in Item 12 it shall be given solely at the Seller's discretion and then only on terms agreed between the parties in writing.
- 22.2 Such possession shall not give rise to a tenancy (unless otherwise agreed) but is a licence only.
- 22.3 The Buyer accepts the Property in the condition it is in at the date of possession.
- 22.4 The Buyer must maintain and not alter the Property, fair wear and tear accepted.
- 22.5 The Buyer must not part with possession of the Property.
- 22.6 Occupation of the Property shall be at the Buyer's risk.
- 22.7 The Buyer indemnifies the Seller against any loss or damage the Seller may incur arising from the Buyer's occupancy of the Property.

22.8 The Buyer will insure the Property for risks as specified by the Seller (including property for full replacement value and public liability), in a sum and on terms approved by the Seller, in both the Buyer's and Seller's names.

23. Planning/Building Notices

Should there be outstanding Notices at the Date of Contract under:

- (1) sections 166 (show cause notice) or 167 (enforcement notice) of the *Planning Act 2016*; or
- (2) sections 246AG (show cause notice - cancellation), 247 (show cause notice) or 248 (enforcement notice) of the *Building Act 1975*.

The Buyer may terminate the Contract by written notice to the Seller.

24. Property Survey

The Buyer may inspect the Property and in so doing cause a survey to be made of the Land and fixed and permanent structures thereon and should there be an error or misdescription with respect to the dimensions of the Land or an encroachment onto or from the Land the Buyer:

- (1) may in the case of an error, misdescription or encroachment, any one of which is of a material nature, elect (in writing to the Seller) to complete this Contract or terminate before Settlement; or
- (2) in the case of an error, misdescription or encroachment, any one of which is of an immaterial nature, disclosed by survey or otherwise, must complete the purchase in accordance with the terms of this Contract.

Should the Contract be terminated in accordance with Clause 24(1), all monies by way of Deposit shall be refunded to the Buyer.

25. Property Description

In the case of a material or immaterial error or misdescription of the Property, including the Seller's title thereto, the Buyer:

- (1) may in the case of an error or misdescription, either of which are material, elect (in writing to the Seller) to complete this Contract or terminate before Settlement.
- (2) in the case of an error or misdescription, either of which are immaterial, must complete the purchase in accordance with the terms of the Contract.

Should the Contract be terminated in accordance with Clause 25(1), all monies by way of Deposit shall be refunded to the Buyer.

26. Compensation

Where the Buyer elects to complete under Clause 24(1) or 25(1) or must complete under Clause 24(2) or 25(2):

- (1) the Buyer shall only be entitled to claim compensation if notice of such claim is given at or before Settlement and such notice clearly details the error, misdescription or encroachment giving rise to such claim. Any claim for compensation shall be limited to monetary compensation only.
- (2) any such claim for compensation does not entitle the Buyer to delay Settlement or withhold any of the purchase monies.

27. Property Information

27.1 The Seller must, if requested by the Buyer, at a reasonable time prior to Settlement, provide to the Buyer current copies of all relevant documents in the Seller's possession reasonably required by the Buyer relating to the Property, in particular those referred to in Clauses 12.3(3) and 12.3(7).

27.2 The Seller by this Contract consents to and authorises the Buyer to inspect the records of relevant authorities relating to the Land, Improvements and chattels if any included in this sale.

28. Property Use

28.1 As far as the Seller is aware, the Present Use of the Property is legal but the Seller gives no warranty in respect thereof. See Item 19.

28.2 If at the Date of Contract:

- (1) under the Local Authority planning provisions the Present Use is unlawful; or
- (2) access and utilities to the Land or utilities on the Land servicing adjoining land are not legally secured; or
- (3) compliance with or application of any Government or local Government requirements or proposals, statutory or otherwise (including Transport Infrastructure and notice of intention to resume), with respect to the Land or adjoining land will materially adversely affect the Property; or
- (4) the Land and Improvements are affected by the *Queensland Heritage Act 1992* or included in the WORLD HERITAGE LIST; or
- (5) the Land or part of it is declared as acquisition land under the *Queensland Reconstruction Authority Act 2011*,

and these matters have not been disclosed in this Contract, the Buyer may by notice to the Seller, given not less than 2 days before Settlement, terminate this Contract. If such notice is not given at all or as required, the Buyer will be deemed to have accepted the Land.

29. Requisitions

The Buyer is not entitled to deliver requisitions on title.

30. Rights After Settlement

Notwithstanding the sale has settled and registration of the transfer occurred, each party shall retain the benefit of any provisions of this Contract, which may require the other party to do something or take some action.

31. Risk

From 5.00pm on the next Business Day after the signing of this Contract the Property shall be at the risk of the Buyer, however as long as the Seller remains in possession of the Property the Seller shall maintain any current insurance policies and will use and maintain the Property with reasonable care (As provided in Clause 11).

32. Special Conditions

Any Special Conditions to this Contract shall form part of this Contract. Should there be any inconsistency between the Terms and Conditions and the Special Condition, the Special Condition shall apply.

33. Stamp Duty

Payment of Stamp Duty on this Contract is the responsibility of the Buyer.

Note: The Buyer may incur penalties if stamp duty is not paid within 30 days of the conditions of this Contract being satisfied.

34. Time

34.1 Time shall be of the essence. Settlement must take place:

- (1) in the case of e-conveyance, at any time on the Settlement Date in accordance with Clause 12.1(8); or
- (2) otherwise at any time between the hours specified in Clause 12.2(2) of this Contract.

34.2 Any event that must occur on or before a specified date, in respect to this Contract, which date does not fall on a Business Day shall be extended to the next Business Day following the specified date.

35. Work Orders

- 35.1 (1) The Seller must, by Settlement, comply with any Work Orders affecting the Property:
 - (a) issued on or before the Date of Contract; or
 - (b) requiring compliance by Settlement.

- (2) Provided however, where, at the date of this Contract, the Land is subject to an Order under Chapter 3 of the NDRA and notice has been given in accordance with Section 83 of the NDRA, the provisions of Clause 35.1(1)(a) will not apply.
- 35.2 The Seller will promptly provide the Buyer with copies of all Work Orders received after the Date of Contract.
- 35.3 Should the Buyer direct the Seller not to expend monies or carry out the works required by such Work Orders, the Buyer will indemnify the Seller against any claims in respect thereof.
- 35.4 Subject to the Seller having complied with section 83 of the NDRA, the Buyer must comply with any Work Orders affecting the Property issued subsequent to the Date of Contract that require compliance after Settlement.
- 35.5 Costs incurred by one party in complying with any Work Order which, under Clause 35.1, is the responsibility of the other party shall be, to the extent of such costs, an Adjustment to the Purchase Price in favour of the party who has incurred the costs.
- 35.6 No contribution will be payable by the Seller with respect to construction or repair of any dividing fences between the Land and any adjoining land unless under the NDRA a Notice to Contribute with respect to a dividing fence has been served on the Seller prior to the date of this Contract in which case compliance with such notice shall be the responsibility of the Seller.
- 35.7 Where the Seller has not by Settlement complied with Clause 35.1(1) or 35.6 and no adjustment has been made to the Purchase Price to compensate for such noncompliance, the Buyer may recover as a debt from the Seller, the costs incurred by the Buyer in effecting such compliance.
- 35.8 Should the Contract not settle other than through default of the Buyer, the Seller will reimburse to the Buyer any monies reasonably expended by the Buyer in accordance with matters disclosed in Item 20.
- 35.9 Where, at the date of this Contract, the Land is subject to an Application or Order under Chapter 3 of the NDRA and notice has been given in accordance with Section 83 of the NDRA, the Buyer acknowledges, on entering into this Contract:
- (1) the Buyer will be joined as a party to proceedings relating to the Application; and
 - (2) on Settlement, will be bound by the Order to the extent the Seller has not carried out the work required under the Order.
- 36. Seller's Agent**
If an Agent has been appointed by the Seller as outlined in Item 2 to sell the Property for the Seller, authority vested in the Agent by the Seller shall be deemed to be vested in the Agent's authorised employees.
- 37. Severability**
Should any court or tribunal of competent jurisdiction determine any term, provision or obligation of this Contract to be void, illegal or unenforceable by law, that term, provision or obligation must be read down to the extent possible or removed from the Contract whilst keeping the operation of the remainder of the Contract in effect.
- 38. Related Documents / Notices / Electronic Communication**
- 38.1 The parties agree and confirm any documents and communications in relation to this Contract may be forwarded electronically and where this Contract has been forwarded electronically (either for signing or otherwise) the party delivering the Contract confirms having consented to the delivery of the Contract (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- 38.2 A Related Document to be served on any party under this Contract shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Contract; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Contract; or
 - (4) by electronic communication to the party at the appropriate electronic address as stated in this Contract; or
 - (5) by delivery to the other party's solicitor's office; or
 - (6) by delivery of an Electronically Signed document to an Electronic Workspace opened in accordance with Clause 12.1; or
 - (7) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 38.2(1) to (5) above.
- 38.3 A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- 38.4 A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the *Electronic Transactions (Queensland) Act 2001*.
- 38.5 Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- 38.6 Documents must be served before 5pm on a Business Day, failing which, such document will be deemed to have been served on the next Business Day.
- 38.7 The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- 38.8 The parties agree and consent to execution, by any party, of documents electronically using a method provided by an electronic signing service provider.
- 38.9 Where a party signs this Contract electronically that party's signature is not required to be witnessed.
- 39. Applicable Law**
- 39.1 The laws of Queensland are the laws applicable to this Contract.
- 39.2 A solicitor appointed by a party shall have full authority to act on behalf of such party with respect to all matters relating to this Contract.
- 40. Execution of Contract**
- 40.1 This Contract may be executed in any number of counterparts. Together all counterparts make up one instrument.
- 40.2 This Contract may be entered into by and becomes binding on the parties by one party signing the Contract that has been signed by the other (or a copy of that Contract) and transmitting a copy of it to the other or to the other party's Agent or Solicitor.
- 41. Privacy Statement**
- 41.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- 41.2 The Privacy Policy outlines how the Agent collects and uses personal information provided by you (all parties) as a party to this Contract, or obtained by other means, to provide the services required by you or on your behalf.
- 41.3 You as a party to this Contract agree the Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) third parties as may be required by the Agent for the purposes of marketing, sales promotion, administration relating to the use of the Agent's products and services and complying with legislative and regulatory requirements; and/or
 - (2) property data collection agencies.
- 41.4 Without provision of certain information the Agent may not be able to act effectively or at all on your behalf.

41.5 The parties have the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

41.6 The Agent may from time to time provide information to a data collection agency such as RP Data Limited. Data collection agencies provide information to the real estate, finance and valuation industries to enable accurate valuations of properties.

41.7 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

42. Materially Adverse Event

42.1 Where a party to this contract (Relevant Party) is unable to reasonably carry out an Essential Obligation due to a Materially Adverse Event (MAE) then for the Relevant Period of the MAE the parties agree time will cease to be of the essence and a failure by a party to perform its obligations during the Relevant Period will not be a breach of the contract.

42.2 The Relevant Party must:

- (1) promptly when able notify the other party of the MAE and how it prevents performance of a particular Essential Obligation;
- (2) take reasonable steps to mitigate the effect of the MAE with respect to its obligations; and
- (3) as soon as possible, give notice advising when it is no longer prevented from carrying out the Essential Obligation. Such notice may also include the matters detailed in Clause 42.3.

42.3 At the end of the Relevant Period, or where a notice served in accordance with Clause 42.2(3) does not contain the matters set out in paragraphs (1) to (4) of this sub-clause, either party may serve notice on the other party:

- (1) advising that the Relevant Period/MAE is over;
- (2) requiring performance of or compliance with the Essential Obligation;
- (3) giving a specific time and date for the performance or compliance being not less than 7 days and not more than 14 days from the date of delivery of the notice; and
- (4) advising that, on delivery of the notice, time is again of the essence,

such notice will be a settlement notice where the particular Essential Obligation notified in accordance with Clause 42.2(1) relates to settlement.

42.4 The times and dates for compliance with other contractual obligations where time is of the essence shall be extended to correspond with the extension of time to the Essential Obligation originally notified.

42.5 For the purposes of this Clause 42:

- (1) *Essential Obligation* means any one of the obligations set out in Clauses 3.1, 4.1, 4.4, 4.6, 5, 9.1, 12.1, 12.2, 12.3 and 24.
- (2) *Materially Adverse Event* or *MAE* means a disaster as defined in section 13 of the *Disaster Management Act 2003* or an event as defined in section 16(1)(a) of the *Disaster Management Act 2003*.
- (3) *Relevant Party* means a party to this contract prevented from carrying out an Essential Obligation as the direct result of a Materially Adverse Event for the Relevant Period.
- (4) *Relevant Period* means the time during which a Relevant Party is unable to carry out an Essential Obligation as a result of a Materially Adverse Event.

43. Withholding - Capital Gains

43.1 The parties acknowledge (subject to Clause 43.2) where the Purchase Price of the Property is seven hundred and fifty thousand dollars (\$750,000) or more, the Buyer will on or before Settlement, in compliance with the foreign resident capital gains withholding payments provisions of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* (Schedule 1) be required to:

- (1) withhold from the purchase monies a sum equal to 12.5% of the Purchase Price or such lesser sum as determined in a notice of variation provided in accordance with section 14-235 of Schedule 1; and
- (2) pay the withheld monies to the Australian Taxation Office (ATO) in accordance with Schedule 1 and, in addition,
- (3) promptly provide evidence of payment made in accordance with Clause 43.1(2) to the Seller.

43.2 Where the Seller has, not less than 3 Business Days (or such shorter time as the parties may agree) prior to Settlement, provided a clearance certificate from the ATO in accordance with Schedule 1, valid at the time of Settlement, the Buyer's obligation under Clause 43.1 will not apply.

43.3 Payment made in accordance with Clause 43.1 will, for Settlement:

- (1) using e-conveyance, be treated as a financial obligation in respect of Clause 12.1(15); and
- (2) for non-e-conveyance treated as an adjustment (Clause 12.2(4)(a)).

CONDITIONS OF SALE FOR THE AUCTION OF REAL PROPERTY

Property: 17Outridge St Redland Bay


Auction Date: 22 / 02 / 2019

1. All Bidders must be registered in the Register of Bidders.
2. No bids will be accepted from unregistered persons.
3. The highest registered Bidder is the Purchaser, subject to any reserve price
4.
 - a. If the Seller bids for the Property (either personally or by a representative) when it is offered for sale, the Auctioneer must announce to the other bidders that the bid is made by the Seller.
 - b. If the Seller sets a reserve price for the Property under the Act, Section 213, the Auctioneer must not accept a bid from the Seller that is higher than the reserve price set for the Property.
5. The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Seller. Once accepted the bid is binding on the Bidder.
6. In the event of a dispute relating to a bid or conduct of the Auction, the Auctioneer is the sole arbitrator and the Auctioneer's decision is final, and no Bidder has any right of recourse against the Auctioneer or Seller.
7. As soon as practicable after the fall of the hammer the Purchaser is to sign the Contract for Sale and pay the deposit of 10% or such other percentage as previously disclosed in the Contract for Sale
8. Should the Purchaser fail to pay the deposit as required the Seller may:
 - a. treat the Auction as void and resubmit the Property to Auction at the Purchaser's risk and expense; or
 - b. elect to complete the Contract for Sale in which case the Seller may, without limiting other remedies, claim damages including professional fees and costs incurred to satisfy the terms of the Contract for Sale.
9. The Purchaser and the Seller agree to do all things and sign all documents as may reasonably be necessary to transfer the Property to the Purchaser.
10. The Auctioneer is hereby appointed as Agent to sign the Contract for Sale on behalf of the Purchaser and the Seller.
11. No person shall bid on behalf of another person without having first provided to the Agent an authority in writing to do so
12. Other conditions: (if applicable)

13. Signatures:

Buyer:

Date:


21/02/2019

Seller:

Date:

C. Lucas
21/2/2019

By signing these Conditions the Bidder confirms, should the bid be successful, being able to complete the Contract of Sale.

FORM OSR – D2.2

Version 8 – Effective 18 September 2017



Duties Act 2001 sections 19(3)(b) and 246H

Land Tax Act 2010 section 78(3)

Taxation Administration Act 2001 section 113D(1)

Dutiable transaction statement

About this form

You should complete this form each time a dutiable transaction is entered into, whether or not a Form 24 Property Transfer Information Form (available from the Department of Natural Resources and Mines) is completed.

Notes:

- This form includes questions relating to additional foreign acquirer duty (AFAD).
- Each non-Australian transferor and transferee must also complete an identity details annexure when the transaction involves a transfer of real property (e.g. houses, apartments, business premises or vacant land).

When completed, this form (including an identity details annexure, if required) must accompany the document for the dutiable transaction that you have entered into. If there is no document for the transaction, you must attach a transfer duty statement (Form D2.3) for the transaction.

Before you begin, you should read the 'Guide to completing a dutiable transaction statement' to make sure that you understand how to lodge your documents for assessment and your obligations, and the meaning of terms used in this form.

Part A – Dutiable transaction

1. Date

Date of document

22/02/2019

2. Dutiable transaction type

- Transfer of dutiable property
- Agreement for the transfer of dutiable property
- Surrender of dutiable property that is land in Queensland or a transferable site area
- Vesting of dutiable property under legislation or court order
- Foreclosure of a mortgage over dutiable property
- Acquisition of a new right on its creation, grant or issue
- Partnership acquisition
- Creation or termination of a trust of dutiable property
- Trust acquisition or trust surrender

3. Dutiable property

Land

Lot (from, if more than 1)

21

Lot (to, if more than 1)

Plan type

RP

Plan number

80201

Title reference

13662137

New building

Residential off-the-plan purchase

Other property

Indicate the type of dutiable property.

Queensland business asset

Transferable site area

Chattel

Existing right

If applicable, provide the estimated value of the Queensland goodwill and intellectual property. Include these amounts in the dutiable value at question 11.

Estimated business goodwill \$ Estimated intellectual property \$

Provide a detailed description. Attach additional pages if necessary.

Part B – Transferor details

Provide details for all transferors. Complete an additional Form D2.2 if required.

4. Transferor 1 details

Complete the details for the individual or non-individual transferor, and note if they are a trustee and non-Australian entity.

Individual

First name

Middle names

Surname

Date of Birth

(if known)

Non-individual (e.g. company, trust)

Entity name

ABN ACN ARBN

Trustee

Is the transferor acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferor a non-Australian entity?

Yes Complete an identity details annexure.

No

Contact details

Care of

Street address

Suburb State

Country Postcode

Mobile number Phone number

Email

Contact name

(Provide name of person responsible for the entity (e.g. name of director or company secretary).)

Part C – Transferee details

6. Transferee 1 details

Complete the details for the individual or non-individual transferee, and note if they are a trustee and non-Australian entity.

Individual

First name

Middle names

Surname

Date of Birth

Non-individual (e.g. company, trust)

Entity name *Brascott Super Fund Pty Ltd*

ABN ACN ARBN

51 850 654 764

Brascott Superannuation Fund

Trustee

Is the transferee acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferee a non-Australian entity?
Yes Complete an identity details annexure.
No

Additional foreign acquirer duty

Is the transferee a foreign person? Yes (Also complete question 12.) No

Is the transferee acting as agent for another person (the principal)? Yes (Also complete question 12.) No

Is the principal a foreign person? Yes (Also complete question 12.) No

If the transferee is a trustee of a foreign trust, provide the following information for the trust.

Country of establishment

Country of tax residence

Overseas registration number (e.g. business registration number)

Foreign Investment Review Board application number

Other overseas identifier (e.g. other government registration)

5. Transferor 2 details

Complete the details for the individual or non-individual transferor, and note if they are a trustee and non-Australian entity.

Individual

First name

Middle names

Surname

Date of Birth

(if known)

Non-individual (e.g. company, trust)

Entity name

ABN ACN ARBN

Trustee

Is the transferor acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferor a non-Australian entity?

Yes Complete an identity details annexure.

No

Contact details

Care of

Street address

Suburb

State

Country

Postcode

Mobile number

Phone number

Email

Contact name

(Provide name of person responsible for the entity (e.g. name of director or company secretary).

Contact details

Care of

Street address

Suburb State

Country Postcode

Mobile number Phone number

Email

Contact name

(Provide name of person responsible for the entity (e.g. name of director or company secretary).

7. Transferee interest acquired

Interest acquired

The ownership share of the property acquired by the transferee expressed as a fraction, such as 1/2, 1/3, 1/4, or 1 if the transferee acquired all of the property.

8. Transferee 2 details

Complete the details for the individual or non-individual transferee, and note if they are a trustee and non-Australian entity.

Individual

First name

Middle names

Surname

Date of Birth

Non-individual (e.g. company, trust)

Entity name

ABN ACN ARBN

Trustee

Is the transferee acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferee a non-Australian entity?

Yes Complete an identity details annexure.

No

Additional foreign acquirer duty

Is the transferee a foreign person? Yes (Also complete question 12.) No

Is the transferee acting as agent for another person (the principal)? Yes (Also complete question 12.) No

Is the principal a foreign person? Yes (Also complete question 12.) No

If the transferee is a trustee of a foreign trust, provide the following information for the trust.

Country of establishment	<input type="text"/>
Country of tax residence	<input type="text"/>
Overseas registration number (e.g. business registration number)	<input type="text"/>
Foreign Investment Review Board application number	<input type="text"/>
Other overseas identifier (e.g. other government registration)	<input type="text"/>

Contact details

Care of	<input type="text"/>		
Street address	<input type="text"/>		
	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
Country	<input type="text"/>	Postcode	<input type="text"/>
Mobile number	<input type="text"/>	Phone number	<input type="text"/>
Email	<input type="text"/>		
Contact name <small>(Provide name of person responsible for the entity (e.g. name of director or company secretary).)</small>	<input type="text"/>		

9. Transferee interest acquired

Interest acquired	<input type="text"/>	The ownership share of the property acquired by the transferee expressed as a fraction, such as 1/2, 1/3, 1/4, or 1 if the transferee acquired all of the property.
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Part D – Other transaction information

10. Related parties

Are any of the transferors related to any of the transferees? Yes Provide evidence of value. No

11. Dutiable value

Is the consideration less than the unencumbered value of property (including chattels) in this transaction?

<input type="checkbox"/> Yes Unencumbered value (including business goodwill and intellectual property)	<input type="text" value="\$"/>
<input checked="" type="checkbox"/> No Consideration (including business goodwill and intellectual property)	<input type="text" value="\$460,000.00"/>

12. Additional foreign acquirer duty (AFAD) residential land

Is the land used solely or primarily for residential purposes, or will it be in the future?

<input type="checkbox"/> Yes Value of AFAD residential land	<input type="text" value="\$"/>	(This includes chattels where the use is directly linked to, or is incidental to, the use and occupation of the land.)
<input type="checkbox"/> No		

13. Dutiable transaction arrangement

Provide full details of any other dutiable transactions that, together with this dutiable transaction, form part of an arrangement:

Date of dutiable transactions/arrangement	Description of dutiable transactions/arrangement	Have the transactions been lodged for assessment? If yes, provide transaction or assessment number if available
/ /		
/ /		
/ /		
/ /		

Part E – Concessions and exemptions

14. Concession/exemption claim

- A transaction that is exempt from transfer duty will also be exempt from AFAD.
- Concessions do not apply when calculating AFAD.

If a concession or exemption is being claimed, insert the number from the guide that corresponds to the concession/exemption being claimed.

Part F – Verification

This verification is to be completed by at least 1 party to the transaction.

I/we verify that I/we have read the guide to completing this form and that the information supplied to the Commissioner of State Revenue is true and correct.

Signature

Name

Brascott Super Fund Pty Ltd

Date

Signature

Name

Date

For registered self assessors only:

Client number

1051229

Transaction number

517279410

The Office of State Revenue is collecting the information on this form on behalf of the Commissioner of State Revenue for the purposes of administering state revenue. This is authorised by the *Duties Act 2001*, the *Land Tax Act 2010* and the *Taxation Administration Act 2001*. Your personal information may be disclosed without your consent in circumstances outlined in the *Taxation Administration Act* or as otherwise authorised by law. It is the Office of State Revenue's usual practice to disclose personal information collected on this form to the Australian Taxation Office and other Australian state and territory revenue offices in accordance with the *Taxation Administration Act*.

Commissioner of State Revenue
GPO Box 2593
Brisbane Qld 4001
Email: duties@treasury.qld.gov.au
Ph: 1300 300 734

Visit www.qld.gov.au/osr for information about duties and other state taxes.

FORM OSR – D2.2

Version B – Effective 18 September 2017

Duties Act 2001 sections 19(3)(b) and 246H

Land Tax Act 2010 section 78(3)

Taxation Administration Act 2001 section 113D(1)



Guide to completing a dutiable transaction statement

Do not return this guide with the completed form. Retain the guide for future reference.

Am I required to complete a Dutiable transaction statement?

Transfer duty applies when you enter into a dutiable transaction in relation to dutiable property in Queensland. You must complete a dutiable transaction statement whenever you enter into a dutiable transaction.

Notes:

- This form includes questions relating to additional foreign acquirer duty (AFAD).
- Each non-Australian transferor and transferee must also complete an identity details annexure when the transaction involves a transfer of real property (e.g. houses, apartments, business premises or vacant land).

What are my obligations?

A dutiable transaction statement (including an identity details annexure, if required) must be completed and lodged with the document for the transaction within 30 days after the dutiable transaction takes place. If there is no document, lodge a transfer duty statement (Form D2.3) with this form. You must lodge this statement even if a Form 24 Property Transfer Information (available from the Department of Natural Resources and Mines) is completed.

You are also required to retain any records to verify your liability to transfer duty for 5 years.

Where do I lodge my documents?

If you have a legal adviser, you should provide them with the documents for the dutiable transaction you have entered into and the completed Form D2.2. They may assess duty for your transaction if they are a registered self assessor. If you do not have a legal adviser, or settlement or lodging agent, you can lodge with the Commissioner of State Revenue for assessment. Send the form and your documents to GPO Box 2593, Brisbane Qld 4001. You will be notified by email or text message when your documents are received.

How to complete this form

This form has 6 parts (labelled A to F) and smaller questions within each part numbered individually. When completing this form, print or type all responses in boxed spaces. If there is insufficient space, attach additional forms or pages.

Part A – Dutiable transaction

Question 1

Enter the date on which the document establishing the dutiable transaction was signed by the parties.

Question 2

Identify the type of dutiable transaction from the following list.

Transfer of dutiable property	The transfer of dutiable property is the only document representing the transaction.
Agreement for the transfer of dutiable property	The transfer of dutiable property is established through a written document other than transfer; for example, a contract to buy property.
Surrender of dutiable property that is land in Queensland or a transferable site area	A person abandons, abrogates, cancels, extinguishes, forfeits, redeems or relinquishes their right in either land or a floor space area.
Vesting dutiable property under legislation or court	Property is accrued to a person through legislation or an order of a court; for example, a vesting of trust property in a new trustee to effect a change of trustee