

Contract for Residential Lots in a Community Titles Scheme

Twelfth Edition

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

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

REFERENCE SCHEDULE

Contract Date: 24th February, 2021.

SELLER'S AGENT

NAME: Apple Eight Pty Ltd t/as Estate & Co

ABN: 15143250757

LICENCE NO: 3472438

ADDRESS: 7/18 Kilroe Street

SUBURB: Milton

STATE: QLD POSTCODE: 4064

PHONE: (07) 3367 1245

MOBILE: 0419 750 748

FAX: (07) 3367 8582

EMAIL: jean@estateandco.com.au

SELLER

NAME: JAMES ELLIOT RUDKO

ABN:

ADDRESS: 173 Bargara Road

SUBURB: KALKIE

STATE: QLD POSTCODE: 4670

PHONE: 0404 648 839

MOBILE: 0404 648 839

FAX:

EMAIL: jamesrudko02@gmail.com

NAME:

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:

MESSENGER LEGAL

REF:

CONTACT:

LISA WESLEY

ADDRESS: Level 4, WIN Tower

Cnr Quay and Barolin Street (PO Box 910)

SUBURB: BUNDABERG

STATE: QLD POSTCODE: 4670

PHONE: 07 4153 5588

MOBILE:

FAX: 07 4153 5099

EMAIL: admin@messengerlegal.com.au

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

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BUYER

NAME:

P & C Kirchner Pty Ltd ACN 635 850 047 as trustee for P & C Kirchner Superannuation Fund

ABN:

ADDRESS: 168 Barolin Esplanade

SUBURB: CORAL COVE

STATE: QLD POSTCODE: 4670

PHONE: 0402 398 957

MOBILE: 0402 398 957

FAX:

EMAIL: paul.kirchner@suncorp.com.au

NAME:

ABN:

ADDRESS:

SUBURB:

PHONE:

MOBILE:

FAX:

EMAIL:

STATE: POSTCODE:

BUYER'S AGENT (If applicable)

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

PHONE:

MOBILE:

FAX:

EMAIL:

STATE: POSTCODE:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME:

CHARLTONS LAWYERS

REF:

CONTACT:

KELLY DWYER

ADDRESS: PO Box 518

SUBURB: BUNDABERG

STATE: QLD POSTCODE: 4670

PHONE:

0741 522311

MOBILE:

FAX:

0741 520848

EMAIL:

kdwyer@charltonslawyers.com.au

PROPERTY

Lot: ADDRESS: 102/47 ESPLANADE

SUBURB: BARGARA

STATE: QLD POSTCODE: 4670

Description: Lot: 102

on: BUP GTP SP 224561

Scheme: SILVERPOINT

Community Titles Scheme: 40285

Title Reference: 50776700

Present Use: RESIDENTIAL

Local Government: BUNDABERG REGIONAL COUNCIL

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

Excluded Fixtures: Gun Safe in walk in robe

Included Chattels: All window coverings, light fittings, dishwasher, microwave

PRICE

Deposit Holder: APPLE EIGHT PTY LTD T/AS ESTATE & CO

Deposit Holder's Trust Account: APPLE EIGHT PTY LTD TRUST ACCOUNT

Bank: MACQUARIE BANK

BSB: 184 446 Account No: 3020 72293

Purchase Price: \$ 579,000.00

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

Deposit: \$ 1,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ _____ 2 BUSINESS DAYS FROM CONTRACT DATE

Balance Deposit (if any) payable on:

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

FINANCE

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

Financier: _____

Finance Date: _____

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: _____ ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

[Empty box for listing encumbrances]

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

Tenancies:

TENANT'S NAME: _____

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

TERM AND OPTIONS: _____

STARTING DATE OF TERM: _____ ENDING DATE OF TERM: _____ RENT: \$ _____ BOND: \$ _____

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

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Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

PHONE:

MOBILE:

FAX:

EMAIL:

STATE:

POSTCODE:

POOL SAFETY FOR NON-SHARED POOLS

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

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

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

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

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

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

- Yes
- No

Pool Safety Inspector: _____

Pool Safety Inspection Date: _____

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

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

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

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

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

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

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

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

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

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

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

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

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

*Include in attachment if insufficient space

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

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

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot: 114

Aggregate Interest Schedule Lot Entitlement: 2291

Contribution Schedule Lot Entitlement of Lot: 01

Aggregate Contribution Schedule Lot Entitlement: 15

INSURANCE POLICIES

Insurer: QUS Insurance

Policy No: QUSS031637

Building: \$14,379,423.00

Public Liability: \$30,000,000.00

Other: Office Bearers \$1,000,000.00

POOL SAFETY FOR SHARED POOLS

Only complete the following questions if there is a shared pool on the Land.

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

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM This section must be completed unless the Lot is vacant

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

(select whichever is applicable)

- installed in the residence
 not installed in the residence

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

(select whichever is applicable)

- installed in the residence
 not installed in the residence

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

← **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:

(select whichever is applicable)

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

← **WARNING:** Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

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

GST WITHHOLDING OBLIGATIONS

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

(select whichever is applicable)

Yes

No

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

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

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

(select whichever is applicable)

the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property

the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

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

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

SPECIAL CONDITIONS

1. DUE DILIGENCE - SEE ATTACHED ANNEXURE 'A'

[Empty rectangular box for special conditions]

SETTLEMENT

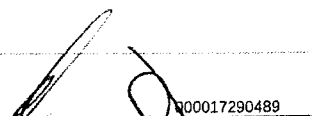
Settlement Date: 30 days from contract date

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

Place for Settlement: BUNDABERG

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

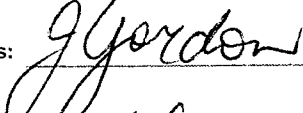
INITIALS (Note: initials not required if signed with Electronic Signature)

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SIGNATURES

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

Buyer:  DIRECTOR

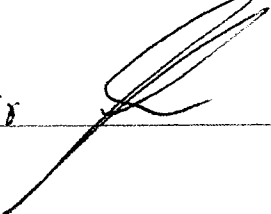
Witness: 

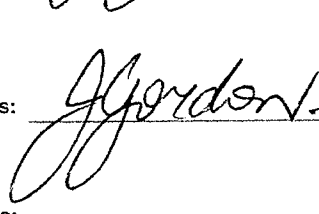
Buyer:  DIRECTOR

Witness: 

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

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

Seller: 

Witness: 

Seller: _____

Witness: _____

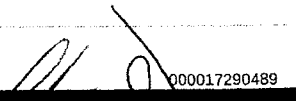
By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

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

Deposit Holder: _____

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

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

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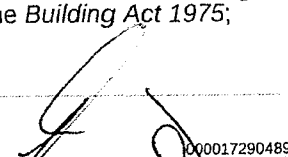
**TERMS OF CONTRACT
FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME**

1. DEFINITIONS

1.1 In this contract:

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

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

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

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

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

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

2.3 Investment of Deposit

if:

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

2.4 Entitlement to Deposit and Interest

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

2.5 Payment of Balance Purchase Price

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

then:

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

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

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

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

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

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

3. FINANCE

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

4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

4.1 Building and Pest Inspection

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

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

4.2 Pool Safety for non-shared pool on Lot

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

The Buyer must act reasonably.

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

5. SETTLEMENT

5.1 Time and Date

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

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

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

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

5.4 Assignment of Covenants and Warranties

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

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

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

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

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

6. TIME

6.1 Time of the Essence

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

6.2 Suspension of Time

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

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

(d) the Additional Body Corporate Information is correct (if completed).

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

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

- (8) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If there is:
 - (a) an error in the boundaries or area of the Lot;
 - (b) an encroachment by structures onto or from the Lot; or
 - (c) a mistake or omission in describing the Lot or the Seller's title to it;
 which is:
 - (d) immaterial; or
 - (e) material, but the Buyer elects to complete this contract;

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities

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

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

7.7 Property Adversely Affected

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

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

8.4 Body Corporate Meetings

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

8.5 Information Regarding the Property

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

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

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8.6 Possession Before Settlement

If possession is given before settlement:

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

8.7 Seller's Obligations After Contract Date

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

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

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

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

10.5 Business Days

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

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

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

11.2 Completion of Electronic Workspace

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

11.3 Electronic Settlement

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

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

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

11.4 Computer System Unavailable

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

11.5 Withdrawal from Electronic Settlement

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

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

11.6 Costs

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

11.7 Definitions for clause 11

In clause 11:

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

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

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

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

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

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

"ELNO" has the meaning in the ECNL.

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

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

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

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

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

000017290489

ANNEXURE "A"

1. Due Diligence – Property

1.1 This Contract is conditional upon the Buyer being satisfied (in its absolute discretion) in all respects with all enquiries, it wishes to make concerning the Property ("Due Diligence Investigation") including, but not limited to:

- (1) the structural soundness of the Improvements;
- (2) the cost and feasibility of any works which the Buyer proposes to undertake on the Property;
- (3) the location and availability of any services to the Property;
- (4) the condition of the Improvements on the Property;
- (5) compliance with Local Government requirements (including in relation to Final Inspections having been obtained in respect of the improvements that are part of the Property); and
- (6) all matters which the Buyer considers relevant to the Body Corporate.,

on or before the date which is fourteen (14) days from the Contract Date ("the Due Diligence Date").

1.2 The Buyer must give notice to the Seller that:

- (1) the Buyer is not satisfied with the Due Diligence Investigation and this Contract is terminated; or
- (2) the Buyer is satisfied with the Due Diligence Investigation or waives the condition.

1.3 The Seller may terminate this Contract by notice to the Buyer if notice is not given under special condition 1.2 by 5.00pm on the Due Diligence Date. This is the Seller's only remedy for the Buyer's failure to give notice.

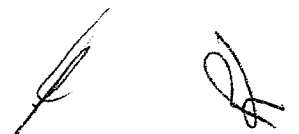
1.4 The Seller authorises:

- (1) The Buyer, its officers, its employees, its solicitors and consultants, between the Contract Date and the Due Diligence Date, to:

- (a) Inspect all records relation to the Property held by the Seller, the body corporate and/or any competent authority having jurisdiction over or in relation to the Property or its use; and

- (b) Enter the Property for the purpose of conducting inspections, tests and otherwise completing the due diligence investigation it wishes to make provided that:

- (i) The Buyer indemnifies, and keeps indemnified, the Seller against any claim, expense or damage arising from the Buyer, its officers, its employees and consultants entering the Property;



- (ii) The Buyer gives the Seller reasonable notice of each entry on to the Property;
 - (iii) The Buyer, its officers, employees and consultants enter the Property at their own risk; and
 - (iv) The Buyer must not permit any damage to the Property by it, its officers, its employees and/or consultants; and
- (2) The Seller's solicitor to answer any enquiry from, and/or provide copies of documents requested by, the Buyer's solicitors, acting reasonably. The Seller must provide instructions to the Seller's solicitors to enable them to provide the answers and copies of documents.

Two handwritten signatures in black ink, one on the left and one on the right, located at the bottom right of the page.

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

1. Pool safety certificate number Certificate number:

2. Location of the swimming pool

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

Street address:

Postcode

Lot and plan details: Local government area:

3. Exemptions or alternative solutions for the swimming pool (if known and applicable)

If it is known that an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

4. Shared pool or non-shared pool Shared pool Non-shared pool

5. Pool safety certificate validity

Effective date: / / Expiry date: / /

6. Certification

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

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

Name:

Pool safety inspector licence number:

Signature:

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

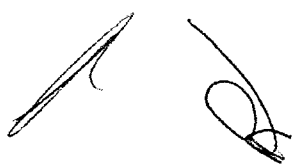
It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. Gates and doors giving access to the pool must always be kept securely closed while they are not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

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

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





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DISCLOSURE STATEMENT

Body Corporate and Community Management Act 1997

Section 206

NOTE: A copy of the community management statement for the scheme must be given with this statement.

Body Corporate Body Corporate for Silverpoint Community Titles Scheme 40285
 Lot No: 102 on SP 224561
 Address: 47 Esplanade Bargara 4670

PRESCRIBED INFORMATION

Secretary of Body Corporate Name: John Gardiner
 Address: c/- Strata Services Queensland
 Telephone: 07 4130 5757 Facsimile: 07 4130 5390

Body Corporate Manager Name: Strata Services Queensland
 Address: Po Box 8638, Bargara Qld 4670
 Telephone: 07 4130 5757

Body Corporate Committee Is there a Committee for the Body Corporate? Yes No
 If there is a committee, is the Body Corporate Manager engaged to perform the functions of the committee? * Yes No
 * Do not complete if there is no Committee for the Body Corporate

Annual Contributions and Levies Administrative Fund: \$ 2,310.00 each year by instalments in advance on the first day of each March, July and November
 Sinking Fund: \$ 3,810.00 each year by instalments in advance on the first day of each March, July and November
 Discount 0% If paid on or before due date
 Annual Insurance Levy : \$810.54 for 2020/2021 period

Extent to which the amount of annual contributions currently fixed by the body corporate as payable by the owner of the lot:

(a) are based on the contribution schedule lot entitlements for the lots included in the scheme: 100% of contributions, based on the registered contribution schedule - refer to CMS

(b) are based on the interest schedule lot entitlements for the lots included in the scheme: 100% of contributions, based on the registered interest schedule - refer to CMS

Balance of Sinking Fund \$ 138,643.25 as at 1st February 2021

Statement to Buyer The contribution schedule lot entitlements and interest schedule lot entitlements for the lots included in the scheme are set out in the community management statement for the scheme.

Improvements on Common Property for which Buyer will be responsible [Insert details] _____

  04/11

Insurance Details

[Insert details]

Insurer : QUS Insurance	
Policy Number :	QUSS031637
Building Cover :	\$14,379,423.00
Public Liability :	\$30 Million
Office Bearers :	\$1 Million

Entitlements

[Insert details]

Interest Schedule Lot Entitlement of Lot	114
Aggregate Interest Schedule Lot Entitlement	2291
Contribution Schedule Lot Entitlement of Lot	01
Aggregate Contribution Schedule	15

Body Corporate Assets Required to be Recorded on Register

[Insert details]

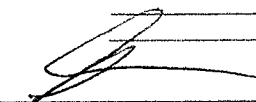
Minor Grounds Maintenance Equipment

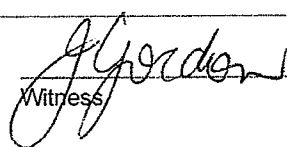
Information prescribed under Regulation Module

[Insert details]

Nil

Signing


 Seller/Seller's Agent
 24/2/21
 Date

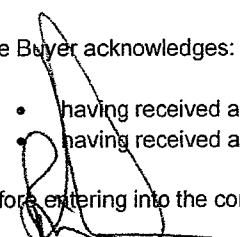

 Witness

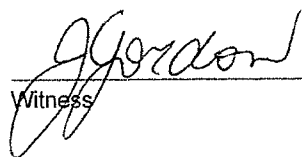
Buyer's Acknowledgment

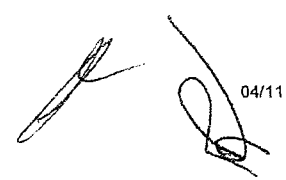
The Buyer acknowledges:

- having received and read this statement from the Seller; and
- having received a copy of the community management statement for the scheme;

before entering into the contract.


 Buyer
 24/2/21
 Date


 Witness

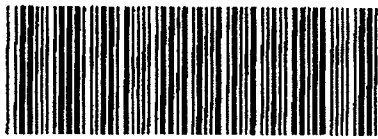

 04/11

11

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint **FORM 14** Version 4
Page 1 of 1



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BG 470

1. Nature of request

REQUEST TO REGISTER NEW COMMUNITY
MANAGEMENT STATEMENT FOR 'BODY
CORPORATE FOR SILVERPOINT' CTS 40285

Lodger (Name, address, E-mail & phone number)

Bargara Body Corporate
Po Box 8638, Bargara QLD 4670
Ph: 4130 5757
dean@bargarabodycorp.com.au

Lodger Code

2. Lot on Plan Description

COMMON PROPERTY OF
SILVERPOINT CTS 40285

County

COOK

Parish

BAROLIN

Title Reference

50776698

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR SILVERPOINT COMMUNITY TITLE SCHEME 40285

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR SILVERPOINT COMMUNITY TITLE SCHEME 40285

6. Request

I hereby request that: the new Community Management Statement deposited herewith that amends Schedule C (By-Law 12. Keeping of Animals) be recorded as the new CMS for Silverpoint Community Title Scheme 40285

7. Execution by applicant



Bob Pidcock (Chairperson)

28 15/14
Execution Date

[Signature]
Applicant's or Solicitor's Signature

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

[Signature]
Judith Howard
Secretary

40285

This statement incorporates and must include the following:

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

CMS LABEL NUMBER

1. Name of community titles scheme		2. Regulation module	
"SILVERPOINT" COMMUNITY TITLES SCHEME 40285		STANDARD MODULE	
3. Name of body corporate			
BODY CORPORATE FOR "SILVERPOINT" COMMUNITY TITLES SCHEME 40285			
4. Scheme land			
Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			
5. *Name and address of original owner		6. Reference to plan lodged with this statement	
NOT APPLICABLE		NOT APPLICABLE	

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*

..... signed

..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate



26, 5, 14
Execution Date

SECRETARY
Judith Knecht
 CHAIRPERSON *Execution

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

[Handwritten signatures]

ENLARGED PANEL

4. Scheme Land Description of Lot	Parish	County	Title Reference
COMMON PROPERTY OF SILVERPOINT COMMUNITY TITLES SCHEME 40285	BAROLIN	COOK	50776698
LOT 101 on SP 224561	BAROLIN	COOK	50776699
LOT 102 on SP 224561	BAROLIN	COOK	50776700
LOT 103 on SP 224561	BAROLIN	COOK	50776701
LOT 201 on SP 224561	BAROLIN	COOK	50776702
LOT 202 on SP 224561	BAROLIN	COOK	50776703
LOT 203 on SP 224561	BAROLIN	COOK	50776704
LOT 301 on SP 224561	BAROLIN	COOK	50776705
LOT 302 on SP 224561	BAROLIN	COOK	50776706
LOT 303 on SP 224561	BAROLIN	COOK	50776707
LOT 401 on SP 224561	BAROLIN	COOK	50776708
LOT 402 on SP 224561	BAROLIN	COOK	50776709
LOT 403 on SP 224561	BAROLIN	COOK	50776710
LOT 501 on SP 224561	BAROLIN	COOK	50776711
LOT 502 on SP 224561	BAROLIN	COOK	50776712
LOT 503 on SP 224561	BAROLIN	COOK	50776713

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 101 ON SP 224561	1	160
LOT 102 ON SP 224561	1	114
LOT 103 ON SP 224561	1	165
LOT 201 ON SP 224561	1	160
LOT 202 ON SP 224561	1	138
LOT 203 ON SP 224561	1	165
LOT 301 ON SP 224561	1	160
LOT 302 ON SP 224561	1	138
LOT 303 ON SP 224561	1	165
LOT 401 ON SP 224561	1	160
LOT 402 ON SP 224561	1	138
LOT 403 ON SP 224561	1	165
LOT 501 ON SP 224561	1	160
LOT 502 ON SP 224561	1	138
LOT 503 ON SP 224561	1	165
TOTALS	15	2,291

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 do not apply.

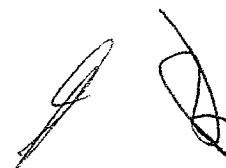
SCHEDULE C	BY-LAWS
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1. **Noise.** A proprietor or occupier of a Lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.
2. **Vehicles.**
 - (1) The occupier of a Lot must not without the body corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) park a vehicle, or allow a vehicle to stand on the common property or permit an invitee to park a vehicle on the common property.
 - (c) Wash any vehicle within the basement carpark area.
 - (2) An approval under subsection (1) must state the period for which it is given.
 - (3) However, the body corporate may cancel the approval by giving seven days written notice to the occupier.
3. **Obstruction.** A proprietor or occupier of a Lot shall not obstruct lawful use of common property by any person.
4. **Damage to lawns, etc., on common property.** A proprietor or occupier of a Lot shall not:-
 - (a) Damage any lawn, garden tree, shrub, plant or flower being part of or situated upon common property; or
 - (b) Except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.
5. **Damage to common property.** A proprietor or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the body corporate, but this By-Law does not prevent a proprietor or person authorised by them from installing:-
 - (a) Any locking or other safety device for protection of their Lot against intruders providing the installation is compliant with applicable Fire Regulations at the time; or
 - (b) Any screen or other device to prevent entry of animals or insects upon their Lot providing the installation is of an approved style and colour as determined by the Body Corporate;

provided that the locking or other safety device, or as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the appearance or amenity of the building.
6. **Behaviour of invitees.** A proprietor or occupier of a Lot shall take all reasonable steps to ensure that their invitees do not create excessive noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property. Any damage caused to the common property by an owner or their invitees shall be repaired by the Body Corporate at the cost of the applicable Lot owner. Any injury sustained by an individual upon the common property must be reported to the Body Corporate immediately with a detailed statement of the incident.
7. **Depositing rubbish etc., on common property.** A proprietor or occupier of a Lot shall not deposit or throw upon the common property any rubbish, dirt, dust, cigarette butts or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.
8. **Appearance of Lot.** A proprietor or occupier of a Lot shall ensure that the external areas of the Lot (such as balconies and glass) are kept clean and maintained at all times.

9. **Appearance of building.** A proprietor or occupier of a Lot shall not, except with the consent in writing of the body corporate:
- (a) hang any washing, towel, bedding, clothing, signage or other article or pamphlet or like matter on the patios, balconies or exclusive use areas of their Lot in such a way as to be visible from outside the Lot;
 - (b) make any changes to or install anything (including without limitation water tanks, bars, screens, shutters, blinds, awnings, grilles, security locks, pergolas) on the outside of the building on the Lot (including the patios and balconies), or on the exclusive use areas of the Lot. The Body Corporate may set standards for such things.
 - (c) Make any changes to the internal of the Lot of a structural nature of which shall be visible from the common property or outside of the scheme.
 - (d) keep plants or unsuitable items on a balcony, patio or exclusive use area. Any approved items must be maintained to an acceptable standard of the Body Corporate Committee.
 - (e) install blinds or curtains unless of the style and standard as set by the Body Corporate and maintained at all times. All windows and doors facing The Esplanade may only be fitted with curtains with an external finish of white/ivory backing to maintain a uniform appearance as specified by the Body Corporate.
10. **Storage of flammable liquids, etc.** A proprietor or occupier of a Lot shall not, except with the consent in writing of the body corporate, use or store upon their Lot or upon the common property any flammable chemical, liquid or gas or other flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
11. **Garbage disposal.** A proprietor or occupier of a Lot shall:-
- (a) Save where the body corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the common property as may be authorised by the body corporate, in clean and dry condition, a receptacle for garbage.
 - (b) Comply with all local authority By-Laws and ordinances relating to the disposal of garbage;
 - (c) Ensure that the health, hygiene and comfort of the proprietor or occupier of any other Lot is not adversely affected by their disposal of garbage;
 - (d) In conjunction with other proprietors and occupants, arrange the weekly/fortnightly (as required) placing of recycling bins on the footpath for collection, and then their return to the bin compound following collection.
12. **Keeping of animals.** Subject to Section 181, an owner or occupier of a lot shall not, without the approval in writing of the committee of the body corporate, keep any animal upon his lot or the common property. Any approved pet is to be under 13kg and must be kept off the common property (unless an exclusive use area of the lot) and must not unreasonably annoy or disturb adjoining owners or occupiers. The owner or occupier of the lot shall be responsible for the pet and any damage or disturbance caused by the pet at all times. The Body Corporate may revoke any approval if it receives justifiable complaints regarding the pet which shall result in the pet being required to be removed from the complex within 7 days.
13. **Auction Sales.** Except for the original owners, an owner or occupier of a Lot shall not be permitted to conduct an auction sale within their Lot or upon the common property without the prior written approval of the Body Corporate Committee.
14. **Use of Lots.** An owner or occupier of a Lot must ensure that the Lot is not used for a prohibited use. A prohibited use includes:
- (a) bed and breakfast accommodation,
 - (b) a boarding house,
 - (c) a backpackers' hostel,
 - (d) a motel, hotel or hostel, or
 - (e) short-term tourist, holiday or student accommodation.

The owner or occupier of the Lot must not carry on, engage in, operate, permit or suffer to permit an activity, enterprise, undertaking, business or trade that is or is associated with or analogous to a prohibited use on the Lot or common property.



15. **Display Unit.** The original owner may use a Lot for display purposes including appropriate signage and marketing and shall be entitled to conduct open days for prospective purchasers to attend the scheme and inspect the common areas.
16. **Use of Appurtenances.** All internal water apparatus including waste pipes and drains must be used as intended and no rubbish or unsuitable materials are to be deposited within. Any costs or expenses resulting from misuse or negligence of an occupier or guest of the Lot shall be recovered from the Lot owner.
17. **Air Conditioners.** Each Lot owner is responsible for the servicing and maintenance of their individual air conditioning systems to ensure that the operation of the system does not create disturbance to the occupier of another Lot. Any additional air conditioning systems must be approved for installation by the Body Corporate Committee and installed by a suitable tradesman.
18. **Aerials and Receivers.** An owners or occupier of a Lot must not install a satellite dish, receiver, aerial, antenna or any similar item without prior approval of the Body Corporate.
19. **Plant Rooms.** An owner or occupier of a Lot must not enter or grant access to an individual or contractor to enter plant rooms without the prior approval of the Body Corporate.
20. **Deliveries.** An owner or occupier of a Lot must ensure that all deliveries of furniture or bulky items are transported through the basement area. Any damage caused to the common property including Lift car shall be the repaired at the cost of the Lot owner.
21. **Carriage of Goods in Common Lift.** An owner or occupier of a Lot shall not convey or allow the conveyance in the lift of an object likely to damage or dirty the interior of the lift. The Body Corporate may make rules and regulations restricting or forbidding the carriage of dangerous or hazardous goods in the lift. Any damage caused to or costs associated with incorrect lift use shall be recovered from the applicable Lot owner.
22. **Common Equipment Storage.** An owner or occupier of a Lot must not enter common storage areas used to house equipment held by the Body Corporate to maintain the common areas without prior approval of the Body Corporate.
23. **Use of Swimming Pool.** An owner or occupier of a Lot and their guests may use the swimming pool and associated facilities on the common property subject to the following:
 - (a) The swimming pool must not be used by a guest or invitee unless the person is accompanied by the host occupier.
 - (b) Children under the age of 13 years must at all times be accompanied by an adult exercising effective control over them.
 - (c) Running, rough play in or about the pool, excessive splashing, improper diving from besides the pool is prohibited.
 - (d) The swimming pool and barbeque areas are available for use between the hours of 7.00am and 9.00pm or such other times as the Body Corporate may determine.
 - (e) After facilities are used, the relevant area must be left in a clean and tidy state and available to other users.
 - (f) No glass products (whether drinking vessels or containers), food, cigarettes or alcohol may be brought into or around the swimming pool and associated facilities.
 - (g) Owners, occupiers or their guests must not without proper authority adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substances to the same or remove any part of such equipment.
24. **Use of Barbeque Facilities.** Owners and occupiers within the complex may use the barbeque and associated facilities on the common property subject to the following:
 - (a) The barbeque area is available for use between the hours of 7.00am and 9.00pm or such other times as the Body Corporate may determine.
 - (b) The area is not to be used so as to create a nuisance or disturbance to others. In particular:



- (i) all sound systems, musical instruments and the like are to be controlled so that the sound arising from them is reasonable and does not cause annoyance to others.
- (ii) food, cigarette butts, papers and other items must be deposited in an appropriate rubbish receptacle and not be littered about the area.
- (c) Cooking appliances and appurtenances must be used in a proper manner and turned off according to the operating instructions and all such appliances and appurtenances are to be thoroughly cleaned after use. Any costs associated with correct cleaning of the equipment after use shall be recovered from the applicable Lot owner.
- (d) The Body Corporate may operate a booking system for the use of the barbeque area which must be complied with by owners and occupiers.

25. Exclusive Use – Common Property.

- (a) The owners for the time being of each of the Lots in the Community Title Scheme shall be entitled to exclusive use (for the benefit of the owner and the owner's tenants, licensees, invitees, agents and contractors) of a carpark space, storage area and courtyard area (if applicable) as identified in Schedule E to the Community Management Statement. Exclusive use storage areas are to be used for storage of permitted goods only. Any Lot owners agreeing to re-allocate their exclusive use car/storage areas must do so correctly according to the Body Corporate and Community Management Act 1997 after notification is made to the Body Corporate.
- (b) The Body Corporate and each of its respective employees, agents and contractors may, with prior reasonable notice to an owner (except in an emergency and then without notice), enter upon such exclusive use area or part thereof for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the building, the common area, the lot or an adjoining lot (including but limited to carrying out works or effecting repairs and maintenance on mains, pipes, wires and connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service).
- (c) An owner or occupier shall not carry out work (except for gardening or landscaping, but not structural work) to or alter the exclusive use area or any fixtures or fittings contained therein without first obtaining the consent of the Body Corporate. Any work, alteration, improvement or structure carried out or erected in breach of this By-Law may be forthwith removed with or without notice by the Body Corporate.
- (d) The owner for the time being of each Lot entitled to an exclusive use area shall be responsible for maintenance and operating costs including the carrying out of the duties of maintenance in respect of that area.
- (e) The exclusive use areas shall be kept clean and free of rubbish and oil stains etc. and not used to house any unsuitable or dangerous items which may affect the building and insurance cover.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

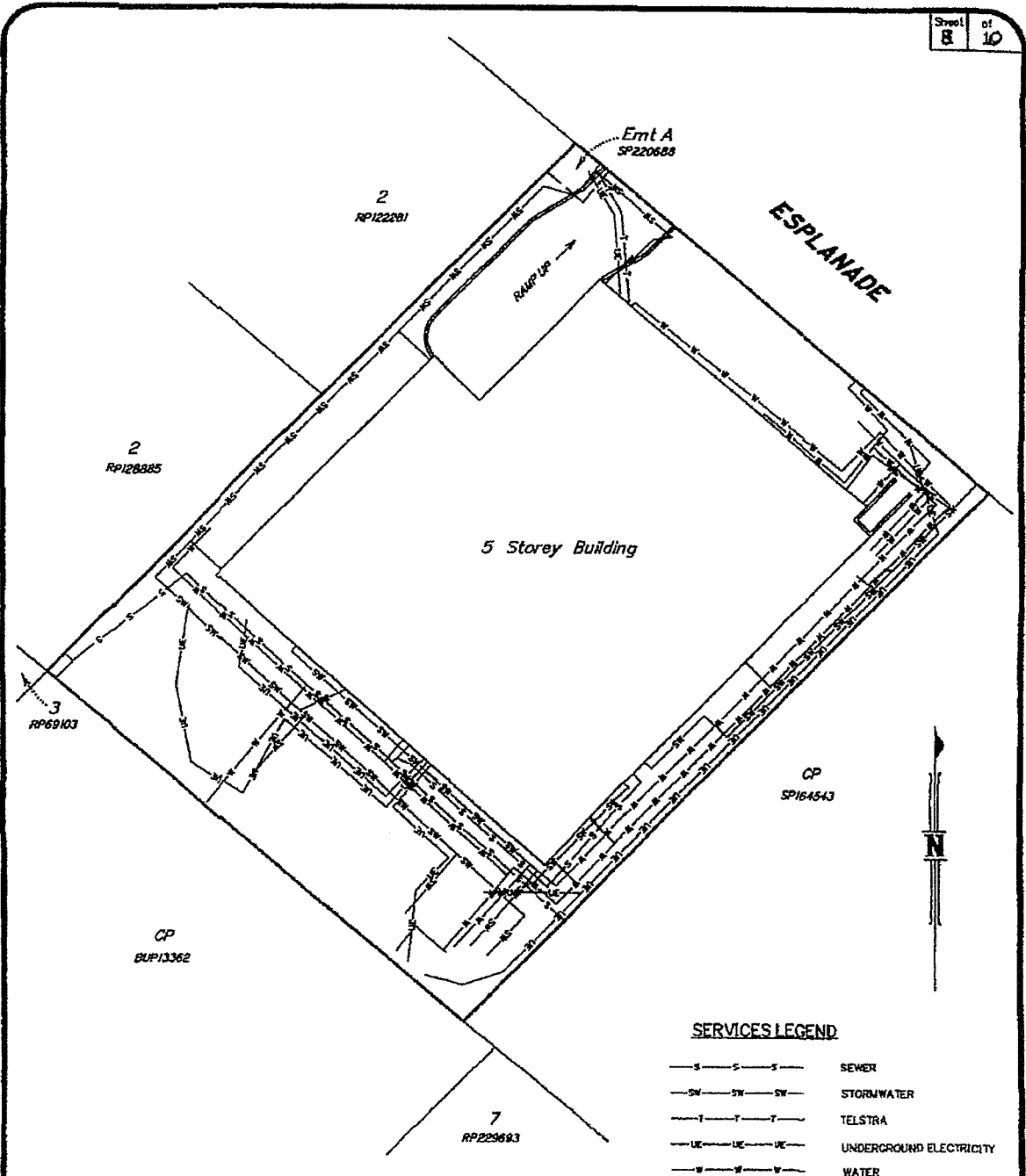
Statutory Easement Part 6A Div 5 Land Title Act	Type of Statutory Easement	Lots Affected	Service Location Diagram
Section 115N (Support)	Support	101-103, 201-203, 301-303, 401-403, 501-503 and Common Property	8167-SERV
Section 115O (Utility Services and Utility Infrastructure)	Drainage	101-103, 201-203, 301-303, 401-403, 501-503 and Common Property	8167-SERV
"	Water	Common Property	8167-SERV
"	Electricity	Common Property	8167-SERV
"	Telephone	Common Property	8167-SERV
"	Sewerage	Common Property	8167-SERV

A service location diagram showing the location of all statutory easements for utility services and infrastructure for Silverpoint is annexed hereto and marked "8167-SERV" on Annexure A.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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All the lots on SP 224561 have been allocated exclusive use areas in accordance with the Plan for Exclusive Use Purposes annexed and marked "8167-EUA & 8167-EUA-2" (refer By-law 25) in annexure B:

<u>LOT</u>	<u>EXCLUSIVE USE AREA</u>	<u>PURPOSE</u>
Lot 101 on SP 224561	Area R & S on Sketch "8167 EUA"	Carpark
Lot 101 on SP 224561	Area AK on Sketch "8167 EUA"	Storage Area
Lot 102 on SP 224561	Area V on Sketch "8167 EUA"	Carpark
Lot 102 on SP 224561	Area AP on Sketch "8167 EUA"	Storage Area
Lot 103 on SP 224561	Area J on Sketch "8167 EUA"	Carpark
Lot 103 on SP 224561	Area AE on Sketch "8167 EUA"	Storage Area
Lot 103 on SP 224561	Area AQ on Sketch "8167 EUA 2"	Courtyard
Lot 201 on SP 224561	Area I on Sketch "8167 EUA"	Carpark
Lot 201 on SP 224561	Area AD on Sketch "8167 EUA"	Storage Area
Lot 202 on SP 224561	Area W on Sketch "8167 EUA"	Carpark
Lot 202 on SP 224561	Area Z on Sketch "8167 EUA"	Storage Area
Lot 203 on SP 224561	Area K on Sketch "8167 EUA"	Carpark
Lot 203 on SP 224561	Area AF on Sketch "8167 EUA"	Storage Area
Lot 301 on SP 224561	Area N & Q on Sketch "8167 EUA"	Carpark
Lot 301 on SP 224561	Area AI on Sketch "8167 EUA"	Storage Area
Lot 302 on SP 224561	Area M & P on Sketch "8167 EUA"	Carpark
Lot 302 on SP 224561	Area AH on Sketch "8167 EUA"	Storage Area
Lot 303 on SP 224561	Area L & O on Sketch "8167 EUA"	Carpark
Lot 303 on SP 224561	Area AG on Sketch "8167 EUA"	Storage Area
Lot 401 on SP 224561	Area T & U on Sketch "8167 EUA"	Carpark
Lot 401 on SP 224561	Area AL & AM on Sketch "8167 EUA"	Storage Area
Lot 402 on SP 224561	Area H & G on Sketch "8167 EUA"	Carpark
Lot 402 on SP 224561	Area AN on Sketch "8167 EUA"	Storage Area
Lot 403 on SP 224561	Area E & F on Sketch "8167 EUA"	Carpark
Lot 403 on SP 224561	Area AC on Sketch "8167 EUA"	Storage Area
Lot 501 on SP 224561	Area X & Y on Sketch "8167 EUA"	Carpark
Lot 501 on SP 224561	Area AO on Sketch "8167 EUA"	Storage Area
Lot 502 on SP 224561	Area A & B on Sketch "8167 EUA"	Carpark
Lot 502 on SP 224561	Area AA on Sketch "8167 EUA"	Storage Area
Lot 503 on SP 224561	Area C & D on Sketch "8167 EUA"	Carpark
Lot 503 on SP 224561	Area AB on Sketch "8167 EUA"	Storage Area



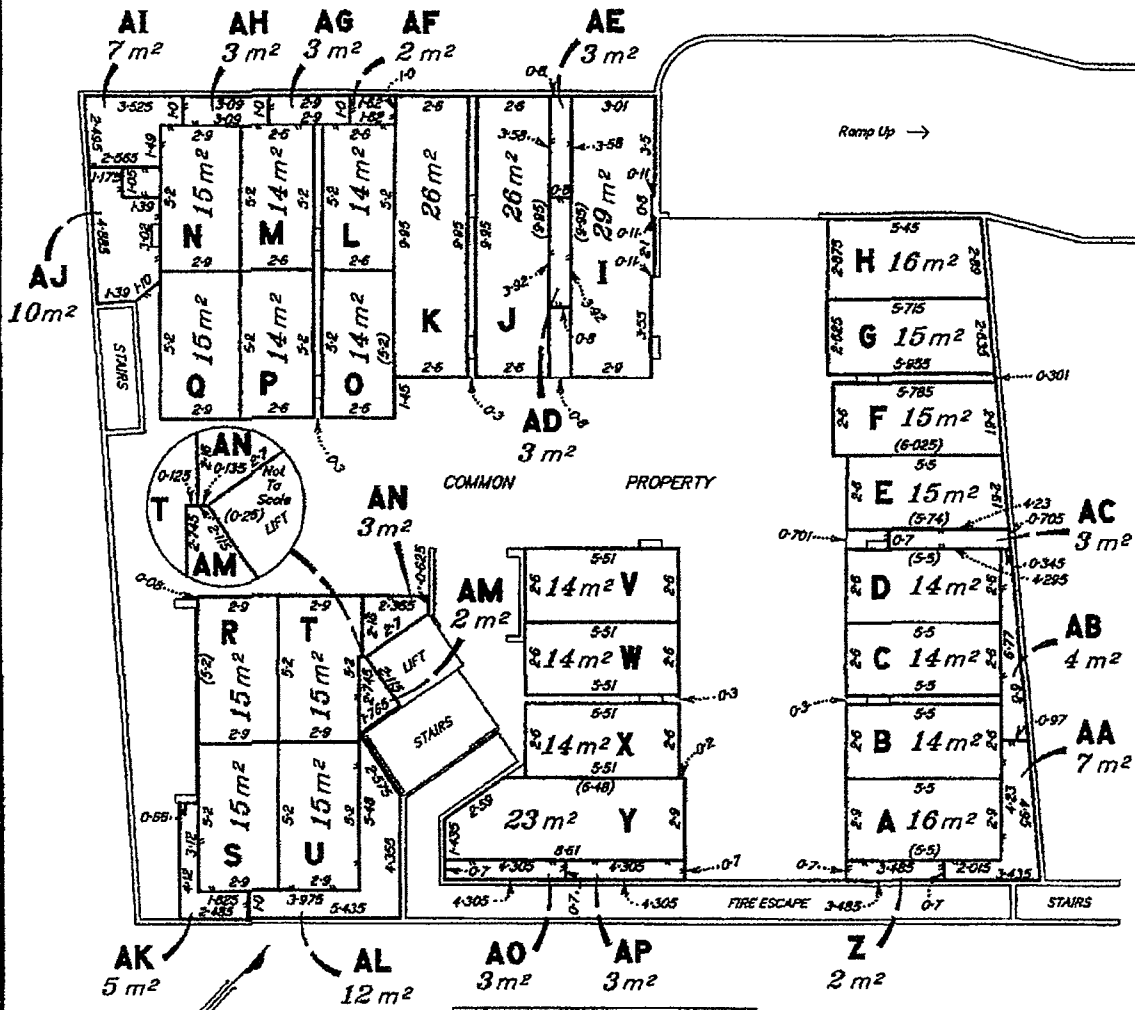
- SERVICES LEGEND**
- S—S—S— SEWER
 - SW—SW—SW— STORMWATER
 - T—T—T— TELSTRA
 - UE—UE—UE— UNDERGROUND ELECTRICITY
 - W—W—W— WATER

IMPORTANT NOTICE
 This services location diagram discloses the existence of service easements for the purposes of Section 68(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose.
 Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
 Services on this plan may be plotted from sources such as engineering design information and may not be verified after construction by survey.

SKETCH PLAN OF SERVICES LOCATION DIAGRAM over Common Property of "Silverpoint" Community Titles Scheme No.

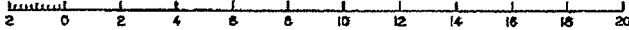
MERIDIAN SP224561	MAP REF 9348-21241	ORIG PORTION 11	LOCAL GOVERNMENT BUNDABERG RC
PARISH BAROLIN	COUNTY COOK	LOCALITY BARGARA	SURVEYORS REF. 8167-SERV

**LEVEL A
(BASEMENT)**



EXCLUSIVE USE AREAS ARE DEFINED BY:
INTERNAL FACE OF WALLS, OUTER FACE OF
STRUCTURAL COLUMNS, FENCES AND
DIMENSIONS

Scale 1:150 - Lengths are in Metres.



SOMERFELD JENSEN CAMPBELL PTY LTD (ACN 100 094 696)
herby certify that the details shown on this sketch
are correct.

[Signature]
Certified Surveyor/Director

Date 21.5.2009

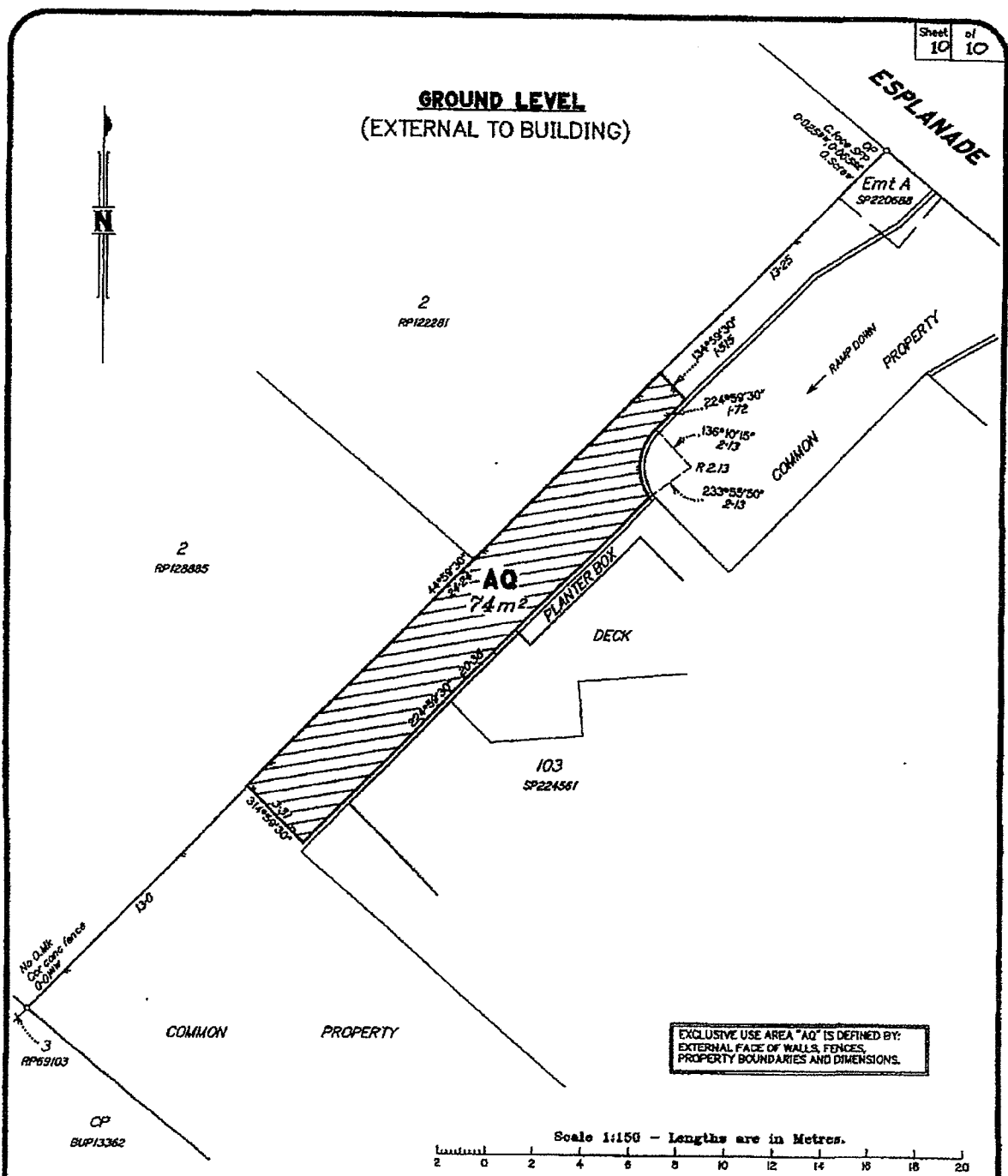
**"SILVERPOINT"
COMMUNITY TITLE SCHEME No.**

**SKETCH PLAN OF
PLAN OF EXCLUSIVE USE AREAS A-Y & AA-AP IN
PART OF THE COMMON PROPERTY OF "SILVERPOINT"
COMMUNITY TITLES SCHEME No.**

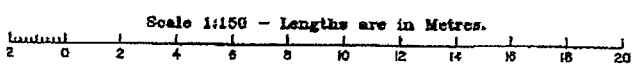
MEMBER SP224561	MAP REF 9348-21241	PORTION 11	LOCAL GOVERNMENT BUNDABERG RC
PARISH BAROLIN	COUNTY COOK	LOCALITY BARGARA	SURVEYORS REF. 8167-EUA

[Handwritten signatures]

GROUND LEVEL
(EXTERNAL TO BUILDING)



EXCLUSIVE USE AREA "AQ" IS DEFINED BY:
EXTERNAL FACE OF WALLS, FENCES,
PROPERTY BOUNDARIES AND DIMENSIONS.



SCHMIDTKE, JENSEN CAMPBELL PTY LTD (ACN 108 004 000)
hereby certify that the details shown on this sketch
are correct.

[Signature]
"Certified Surveyor/Engineer"

Date 21.5.2009

"SILVERPOINT"
COMMUNITY TITLE SCHEME No.

SKETCH PLAN OF
**PLAN OF EXCLUSIVE USE AREA AQ IN
PART OF THE COMMON PROPERTY OF "SILVERPOINT"
COMMUNITY TITLES SCHEME No.**

MERIDIAN SP224561	MAP REF 9348-21241	PORTION 11	LOCAL GOVERNMENT BUNDABERG RC
PARISH BAROLIN	COUNTY COOK	LOCALITY BARGARA	SURVEYORS REF. 8167-EUA-2

[Handwritten signatures]

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 32832480
Search Date: 12/12/2019 10:36

Title Reference: 50776700
Date Created: 21/07/2009

Previous Title: 11514230
11587175

REGISTERED OWNER

Dealing No: 719191465 02/01/2019

JAMES ELLIOT RUDKO

ESTATE AND LAND

Estate in Fee Simple

LOT 102 SURVEY PLAN 224561
Local Government: BUNDABERG
COMMUNITY MANAGEMENT STATEMENT 40285

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10406231 (POR 11)
2. MORTGAGE No 719191466 02/01/2019 at 11:20
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ CREDIT WORKS AUSTRALIA

