

Disclosure Statement

Section 206 - Body Corporate & Community Management Act 1997

The Seller (the seller) of a community titles scheme must give a person (the buyer) who proposes to buy the lot, before a buyer enters into a contract a statement complying with Section 206(2) to (4).

Item Schedule

Item	Item Schedule																							
1	PROPERTY	Lot Number: 2 GTP / BUP / SP 12583 Name of Body Corporate: Crofton Villas Body Corporate for Community Titles Scheme: Crofton Villas																						
2	BODY CORPORATE INFORMATION	2.1 Secretary of Body Corporate Name: John Grieves Address: 30 Lakeview Drive Bundaberg North Qld 4670 Phone: () 41529708 Fax: () Email: jhgrieves@gmail.com 2.2 Body Corporate Manager (only complete if it is the duty of the Body Corporate to issue Body Corporate Certificates) Name: _____ Address: _____ Phone: () _____ Fax: () _____ Email: _____ 2.3 The functions of the Body Corporate Committee are performed by <input type="checkbox"/> Body Corporate Committee <input type="checkbox"/> Body Corporate Manager																						
3	S206(2)(a) & (g) BODY CORPORATE ANNUAL CONTRIBUTIONS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Fund</th> <th style="width: 20%;">Annual Contribution (inc. GST)</th> <th style="width: 20%;">Frequency (e.g. Quarterly)</th> <th style="width: 30%;">Next Payment Date</th> </tr> </thead> <tbody> <tr> <td>a. Administrative Fund</td> <td style="text-align: right;">\$1000.00</td> <td style="text-align: center;">Quarterly</td> <td style="text-align: center;">01/09/2022</td> </tr> <tr> <td>b. Sinking Fund</td> <td style="text-align: right;">\$200.00</td> <td style="text-align: center;">Quarterly</td> <td style="text-align: center;">01/09/2022</td> </tr> <tr> <td>c. _____</td> <td></td> <td></td> <td style="text-align: center;">/ /</td> </tr> <tr> <td>d. _____</td> <td></td> <td></td> <td style="text-align: center;">/ /</td> </tr> </tbody> </table> Additional information: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			Fund	Annual Contribution (inc. GST)	Frequency (e.g. Quarterly)	Next Payment Date	a. Administrative Fund	\$1000.00	Quarterly	01/09/2022	b. Sinking Fund	\$200.00	Quarterly	01/09/2022	c. _____			/ /	d. _____			/ /
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c. _____			/ /																					
d. _____			/ /																					
4	S206(2)(b) ORIGINAL OWNER SELLING (only complete if the original owner is the seller)	Contribution Schedule Lot Entitlements for each Lot in the Scheme are: <input type="checkbox"/> equal <input type="checkbox"/> not equal (detail the reason stated in the Community Management Statement) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>																						
5	S206(2)(c) IMPROVEMENTS	Improvements on Common Property for which the Owner is responsible (Note: Buyer will be responsible on completion of sale): <div style="border: 1px solid black; height: 80px; width: 100%;"></div>																						
6	S206(2)(d) REGULATION MODULE	Regulation Module applying to the Scheme: <div style="border: 1px solid black; height: 80px; width: 100%;"></div>																						
	S206(2)(f)																							

**BUYER'S
CORPORATE
ASSETS**

List of all Body Corporate Assets Required to be Registered on Body Corporate Register:

[Empty box for listing corporate assets]

S206(2)(e)

**8 INFORMATION
APPLYING TO THE
SCHEME**

Information prescribed under the Regulation Module applying to the Scheme:

[Empty box for information applying to the scheme]

S206(2)(h)

**9 SELLER /
SELLER'S AGENT**

9.1 Agent Details:

Name: _____
Address: _____ Phone: () _____
_____ Fax: () _____
Email: _____

9.2 Seller Details:

Name: **John Herbert & Margaret Alison Grieves ATF J & M Grieves Family Superannuation Fund**
Address: **30 Lakeview Drive Bundaberg North Qld 4670** Phone: () **41529708**
_____ Fax: () _____
Email: **jhgrieves@gmail.com**

9.3 Signed by Seller / Agent for and on behalf of the Seller:

Signature: *[Signature]* Witness: *[Signature]*
Date: **12/17/22**

S206(2)

10 TO THE BUYER

Name: **Matthew John Grieves**
The Buyer named above confirms being given this statement by the Seller/Seller's Agent before entering into a contract to buy the Lot described in this statement.
Signature: *[Signature]* Witness: *[Signature]*
Date: **12/17/22**

Contract for Residential Lots in a Community Titles Scheme

Thirteenth 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:

12th July 2022

If no date is inserted, the Contract Date is the date on which the last party signs the Contract

SELLER'S AGENT

NAME:	WITHOUT THE INTERVENTION OF AN AGENT		
ABN:		LICENCE NO:	
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:

SELLER

NAME:	The J & M Grieves Family Superannuation Fund		ABN:	
ADDRESS:	30 Lakeview Drive			
SUBURB:	BUNDABERG NORTH	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:	
4152 9708	0418 872 576		jhgrieves@gmail.com	

NAME:			ABN:	
ADDRESS:				
SUBURB:	STATE:	POSTCODE:		
PHONE:	MOBILE:	FAX:	EMAIL:	

SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:	SELF ACTING		
REF:	CONTACT:		
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:

Handwritten initials

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

BUYER

NAME:	Matthew John Grieves			ABN:	
ADDRESS:	Unit 6/117 Meemar Street				
SUBURB:	CHERMSIDE	STATE:	QLD	POSTCODE:	4032
PHONE:	MOBILE:	FAX:	EMAIL:		
	0435 066 390		mrmatthewgrieves@gmail.com		

NAME:				ABN:	
ADDRESS:					
SUBURB:		STATE:		POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

BUYER'S AGENT (if applicable)

NAME:			
ABN:		LICENCE NO:	
ADDRESS:			
SUBURB:		STATE:	POSTCODE:
PHONE:	MOBILE:	FAX:	EMAIL:

BUYER'S SOLICITOR (if applicable)

■ or any other solicitor notified to the Seller

NAME:	Finemore Walters & Story		
REF:	ACW:ATR:20224183	CONTACT:	Annette Wesche
ADDRESS:	31 Woongarra Street		
SUBURB:	BUNDABERG	STATE:	QLD POSTCODE: 4670
PHONE:	MOBILE:	FAX:	EMAIL:
4153 0000		4153 0017	annettewesche@fws.com.au

PROPERTY

Lot:	ADDRESS:	Unit 2 Crofton Villas		
		47 Crofton Street		
	SUBURB:	BUNDABERG WEST	STATE:	QLD POSTCODE: 4670
Description:	Lot:	2	On	<input checked="" type="checkbox"/> BUP <input type="checkbox"/> GTP <input type="checkbox"/> SP 12583
	Scheme:	Crofton Villas	Community Titles Scheme: 3039	
Title Reference:	18496079			
Present Use:	Residential			
Local Government:	Bundaberg Regional Council			
Excluded Fixtures:	Nil			

[Handwritten initials]

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

Included Chattels:

Nil

PRICE

Deposit Holder:

Not Applicable

Deposit Holder's Trust Account:

Bank:

BSB:

Account No:

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price:

\$ 215,000.00

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

Deposit:

\$ Not Applicable

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$

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:

\$ An amount nominated by Buyer

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:

As nominated by Buyer

Finance Date:

21 days from Contract Date

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

Not Applicable

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.

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

Tenancies:

TENANTS NAME: Garth Butler

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

TERM AND OPTIONS: Six (6) month

STARTING DATE OF TERM:

04/02/2022

ENDING DATE OF TERM:

04/08/2022

RENT:

\$ 235.00

BOND:

\$ 940.00

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

Managing Agent:

AGENCY NAME: Four Walls Realty

PROPERTY MANAGER: Kate Boyle / Georgina Ross

ADDRESS: 255 Bourbong Street

SUBURB: BUNDABERG STATE: QLD POSTCODE: 46704153 6444

PHONE: FAX: MOBILE: EMAIL: rentals@thefourwalls.com.au

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

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

- Yes
No

WARNING TO SELLER: Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement...

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

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

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

Nil

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

Nil

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

Nil

(d) Exceptions to Warranties in clause 7.4(4)*

Nil

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

Nil

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.

*Include in attachment if insufficient space

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot: 1
Aggregate Interest Schedule Lot Entitlement: 4
Contribution Schedule Lot Entitlement of Lot: 1
Aggregate Contribution Schedule Lot Entitlement: 4

Handwritten initials/signature

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

INSURANCE POLICIES

Insurer:	CHU Underwriting Agencies Pty Ltd	Policy No: HU000608172
Building:	\$819,783.00	
Public liability:	\$10,000,000.00	
Other:		

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Lot is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:
(select whichever is applicable)

- installed in the residence
- not installed in the residence

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

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:
(select whichever is applicable)

- installed in the residence
- not installed in the residence

■ **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:
(select whichever is applicable)

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

■ **WARNING:** Failure to comply with s83 *Neighbourhood Disputes (Dividing Fences and Trees Act) 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

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.]

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

■ **WARNING:** All sellers of residential premises or potential residential land are required to complete the 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.



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

SPECIAL CONDITIONS

[Empty box for special conditions]

SETTLEMENT

SETTLEMENT DATE: 45 Days from Contract Date

■ or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.
WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

PLACE FOR SETTLEMENT: BUNDABERG

■ If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

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

BUYER: *[Signature]*

WITNESS: *[Signature]*

BUYER: _____

WITNESS: _____

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

[Note: No witness is required if the Buyer signs using an Electronic Signature]

SELLER: *[Signature]*

WITNESS: *[Signature]*

SELLER: *[Signature]*

WITNESS: *[Signature]*

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]

[Handwritten initials]

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