



## Information sheet (body corporate information)

*Body Corporate and Community Management Act 1997*

This form is effective from 29 April 2011

# WARNING

**You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing the property or your prospective rights and obligations as a member of a body corporate.**

**Notice to agent:** The *Property Agents and Motor Dealers Act 2000* and *Body Corporate and Community Management Act 1997* (the Act) include strict requirements for presentation of prescribed warning statements and information sheets. Failure to comply may result in cancellation of the contract.

**By law the seller or the seller's agent must attach this information sheet to the contract.  
Do NOT sign the contract of sale without reading this information sheet.**

In addition to the contract, you should have before you:

- a separate warning statement, if the lot is a residential property, provided by the seller under the *Property Agents and Motor Dealers Act 2000*
- a disclosure statement provided by the seller, containing essential information about the body corporate that you will become a member of through purchasing this property (e.g. the amount of annual contributions currently set by the body corporate and payable by the lot owner)
- a community management statement for the scheme provided by the seller, containing important details about the scheme including details of any proposed future development of the scheme, the lot entitlements, by-laws and the regulation module applying to the scheme.

### Community titles schemes

This contract warning contains important information you should read and understand before signing a contract to buy a lot in a community titles scheme. Community titles schemes include duplexes, residential unit blocks, high-rise apartment complexes, townhouse complexes and some commercial premises. They contain individually owned units and common property such as lawns and access roadways.

Some new unit owners do not realise owning a lot in a community titles scheme brings with it certain obligations. You should carefully consider whether living or investing in a community titles scheme suits your lifestyle and financial needs.

When a community titles scheme is established, a body corporate is created to administer the scheme. Each lot owner is automatically a member of their body corporate and enjoys certain rights and responsibilities.

Owners are **NOT** able to decline to be members of their body corporate. Normally, an elected committee carries out day-to-day functions on behalf of the body corporate. Bodies corporate may also engage service providers such as body corporate managers and on-site managers, caretakers and letting agents.

Common obligations of a body corporate include:

- administering the common property and any body corporate assets
- enforcing the by-laws for the scheme, such as noise levels, the keeping of pets, car parking and a range of other matters
- arranging compulsory body corporate insurance
- conducting general meetings of owners, adopting budgets, and levying contributions to fund the operation of the body corporate
- maintaining bank accounts, keeping records, and preparing financial statements.

Common obligations of individual lot owners include:

- making financial contributions towards the body corporate administrative costs
- complying with by-laws
- maintaining their lot in good condition.

## Suggested searches and matters to investigate

There are significant differences between owning a lot in a community titles scheme and owning other types of property (such as a detached house). In addition to carrying out conveyancing searches, it is also recommended you investigate a number of special body corporate matters through the following sources:

### 1. Department of Justice and Attorney-General, Office of the Commissioner for Body Corporate and Community Management

Conduct a search at the Office of the Commissioner for Body Corporate and Community Management for any Adjudicator's Orders (a decision regarding the outcome of a dispute) made concerning the scheme.

General information and fact sheets are also provided about community title living and body corporate rules and regulations. For more information, call 1800 060 119 or visit [www.justice.qld.gov.au/bccm](http://www.justice.qld.gov.au/bccm)

### 2. Body corporate secretary

Obtain a **Body Corporate Information Certificate** from the body corporate secretary or body corporate manager whose name and address is supplied in the disclosure statement. Compare the disclosure statement with the information certificate, as inaccurate information in the disclosure statement may give you grounds to cancel the contract (Section 209 or Section 217 of the Act).

**A search of the body corporate records** can provide other important information, such as whether any improvements to the lot you are purchasing (e.g. balcony enclosure, air-conditioning) were approved, whether any conditions apply, and who is responsible for their maintenance and insurance.

Also, **check for any agreements** the body corporate may have entered into (e.g. caretaking, letting, body corporate management or lift maintenance).

### Checklist

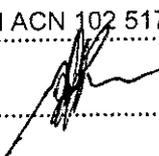
- By purchasing this property, do you know you will be part of a body corporate?
- Are you aware of any contracts the body corporate is a party to?
- Have you read and understood the body corporate by-laws?
- Do you understand your likely financial contributions to the body corporate?
- Are you aware that an adjustment of lot entitlements may increase or decrease your financial contributions to the body corporate?
- Are you aware that your financial contributions to the body corporate will vary as the financial liabilities of the body corporate change?
- Do you understand your maintenance responsibilities?
- Do you understand the role of the body corporate manager and on-site manager (if appointed)?

## Buyer's acknowledgment

I/we have read all sections of this information sheet and I/we have acknowledged and signed the information sheet BEFORE I/we signed the attached contract.

If the lot is residential property, I/we acknowledge that by signing this information sheet, my/our attention has been directed to this information sheet and the attached proposed relevant contract by a clear statement and that signing this information sheet negates any termination right I/we may have had under section 206A or 213A of the *Body Corporate and Community Management Act 1997*.

Name Brinjal Pty Ltd ACN 102 517 573

Signature  Date   /   /     
 D D / M M / Y Y Y Y

Name .....

Signature ..... Date   /   /      
 D D / M M / Y Y Y Y

# Offer to Buy/Sell

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**Hartman Super Properties Pty Ltd**

ACN 143 212 131

Grantor

**Brinjal Pty Ltd**

ACN 102 517 573

Grantee

**KALYANS** : Lawyers 

Level 3  
Toowong Terraces  
31 Sherwood Road  
(P O Box 1677)  
Toowong Qld 4066  
Ph: +61 7 3871 0043  
Fax: +61 7 3870 4658  
Email: [mail@kalyans.com.au](mailto:mail@kalyans.com.au)  
ABN 20 979 787 298

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Deed made at *Brisbane* on *21<sup>st</sup> June, 2013*

**Parties**                    **Hartman Super Properties Pty Ltd ACN 143 212 131 as trustee under Instrument No. 713328327** care of PO Box 5221, Manly in the State of Queensland ("**Grantor**")

**Brinjal Pty Ltd ACN 102 517 573** of care of PO Box 514, New Farm in the State of Queensland ("**Grantee**")

### **Recitals**

- A.        The Grantor is the registered owner of the Land.
- B.        The Grantor has agreed to make to the Grantee an offer to purchase the Property subject to this deed.
- C.        The Grantee has agreed to make an offer to the Grantor to purchase the Property subject to this deed.

### **This deed provides**

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## **1. Definitions and interpretation**

### **1.1 Definitions**

Unless the contrary intention appears:

"**Authorised Officer**" means:

- (a)        in respect of a party that is a natural person, that party or its attorney or solicitor; and
- (b)        in respect of any other party, any director, secretary, partner (in the case of a partnership), general manager, manager, attorney or solicitor of that party.

"**Business**" has the same meaning as set forth in the Contract.

"**Business Day**" means a day (not being a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane.

"**Call Offer**" means the right contained in clause 2.

"**Call Option Commencement Date**" means 1 May 2015.

"**Call Offer Expiry Date**" means 1 June 2015 (or later date applicable under clause 3.4).

"**Contract**" means the contract for the sale of the Property set forth in Annexure C to this deed.

"**Deed Date**" means the date of this deed.

"**Deposit**" means the deposit payable in accordance with the provisions of the Contract.

"**Grantee**" means the party named in the Put and Call Schedule and includes its successors, administrators assigns and nominees.

"**Grantor**" means the party named in the Put and Call Schedule and includes its successors,

administrators and assigns.

**"GST Legislation"** means *A New Tax System (Goods and Services Tax) Act 1999* and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts.

**"GST"** means any tax imposed by or through the GST Legislation on a supply (without regard to any input tax credit).

**"Fee"** means the sum of \$1,000.00 (the receipt of which the Grantor hereby acknowledges).

**"Land"** means the land referred to in the Put and Call Schedule.

**"Notice of Exercise of Call Offer"** means the notice referred to in Annexure A to this deed.

**"Notice of Exercise of Put Offer"** means the notice referred to in Annexure B to this deed.

**"Property"** has the same meaning as set forth in the Contract.

**"Purchase Price"** means the purchase price payable under the Contract.

**"Put Offer Commencement Date"** means the earliest date by which the Put Offer can be exercised pursuant to clause 5.3.

**"Put Offer Expiry Date"** means 7 days after the Put Offer Commencement Date.

**"Put Offer"** means the right referred to in clause 5.

**"Settlement"** means completion of the Contract.

## 1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;  
and unless the context indicates a contrary intention:
- (b) the singular includes the plural and the plural includes the singular;
- (c) words denoting a given gender include all other genders;
- (d) a person includes a body corporate (and vice versa);
- (e) a reference to this deed or to any other agreement or document includes this deed or that other agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (f) time means references to time in the area in which the Land is located;
- (g) a reference to currency is a reference to Australian currency unless otherwise specifically provided;
- (h) references to any statutes, regulations, ordinances or by-laws include all amendments, consolidations or replacements of those statutes, regulations, ordinances or by-laws;

- (i) if a party consists of more than one person, this deed binds them jointly and each of them individually; and
- (j) terms defined in the Contract will have the same meaning in this deed.

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## **2. Grant of Call Offer**

### **2.1 Call Offer**

In consideration of the Fee paid to the Grantor by the Grantee and the parties' mutual obligations under this deed, the Grantor hereby makes to the Grantee an irrevocable offer to sell the Property for the Purchase Price and otherwise on the terms and conditions contained in the Contract and this deed.

### **2.2 Irrevocable offer**

The Call Offer is to be read and construed as an irrevocable offer and not a conditional contract and such offer is made to and for the benefit of the Grantee.

The irrevocable offer may not be revoked by the Grantor prior to the Call Offer Expiry Date.

### **2.3 Caveat**

The Grantor acknowledges that the Grantee's related company is intending to lease the Property from the Grantor and make renovations to the Property. The Grantor hereby consents to the Grantee lodging a caveat over the title to the Land preventing the Grantor from dealing with the Land six (6) months from the date of this Deed. The Grantor will sign the relevant Titles Office consent form to be lodged with the Caveat at the Titles Office.

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## **3. Fees**

### **3.1 Payment of Fee**

The Grantee has paid the Fee (so far as relates to the sum of \$1,000.00) to the Grantor exclusive of GST.

### **3.2 Fee forms part of Deposit**

If the Call Offer is accepted, the Fee paid will form the Deposit.

### **3.3 Manner of payment of Fee**

To the extent not already paid, the Fee may be paid by way of:

- (a) cash; or
- (b) direct transfer or deposit; or
- (c) bank cheque.

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## **4. Exercise of Call Offer**

### **4.1 Method of acceptance**

The Call Offer may only be accepted by the Grantee by delivering to the Grantor a Notice of Exercise of Call Offer as and by way of acceptance of the irrevocable offer.

The Call Offer will be deemed to be accepted at the time the Notice of Exercise of Call Offer is received by the Grantor.

#### **4.2 Notice of Exercise of Call Offer**

The Notice of Exercise of Call Offer must:

- (a) not be delivered before the Call Option Commencement Date;
- (b) be received on or before 5.00 pm on the Call Offer Expiry Date;
- (c) state that the notice is given in order to accept the Call Offer;
- (d) be executed by the Grantee; and
- (e) be accompanied by the Contract (in duplicate) duly completed in accordance with the terms of this deed executed by the Grantee as purchaser.

#### **4.3 Obligations of Grantor**

The Grantor must execute the Contract and return one copy to the Grantee within 2 Business Days of its receipt.

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### **5. Put Offer**

#### **5.1 Grant of Put Offer**

The Grantee makes to the Grantor an irrevocable offer to purchase the Property for the Purchase Price on the terms and conditions contained in the Contract and this deed subject to the provisions of clause 5.3.

#### **5.2 Irrevocable offer**

The Put Offer is to be read and construed as an irrevocable offer to purchase and not a conditional contract.

The irrevocable offer may not be revoked by the Grantee prior to the Put Offer Expiry Date.

#### **5.3 Pre-conditions for exercise of Put Offer**

- (a) The Put Offer may only be accepted if the Call Offer is not accepted and may only be accepted by the Grantor giving a Notice of Exercise of Put Offer to the Grantee no earlier than the Business Day immediately following the Call Offer Expiry Date and no later than the Put Offer Expiry Date.
- (b) The Put Offer will be deemed to be accepted at the time the Notice of Exercise of Put Offer is received by the Grantee.

#### **5.4 Notice of Exercise of Put Offer**

The Notice of Exercise of Put Offer must:

- (a) be received on or before 5.00 pm on the Put Offer Expiry Date;
- (b) state that the notice is given in order to exercise the Put Offer;
- (c) be executed by the Grantor; and

- (d) be accompanied by the Contract (in duplicate) duly completed in accordance with the terms of this deed and executed by the Grantor as Vendor.

## **5.5 Obligations of Grantee**

Upon the Put Offer being exercised by the Grantor, the Grantee must execute the Contract and deliver one copy of the executed Contract to the Grantor within 2 Business Days of receiving the executed Contract from the Grantor.

## **5.6 Deposit upon Exercise of Put Offer**

If the Put Offer is exercised the Fee paid shall form the Deposit under the Contract.

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## **6. Failure to exercise Call Offer or Put Offer**

- (a) If the Call Offer is not accepted in accordance with clause 4 the Call Offer shall lapse at 5.00 pm on the Call Offer Expiry Date.
- (b) If the Put Offer is not accepted in accordance with clause 5, the Put Offer will lapse at 5.00 pm on the Put Offer Expiry Date.
- (c) If the Call Offer is not accepted and the Put Offer is not accepted then the Fee will be forfeited absolutely to the Grantor and will not be refundable to the Grantee in any circumstances.

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## **7. Agreement coming into effect**

### **7.1 Binding agreement - Call Offer**

- (a) Upon and from the date of the acceptance of the Call Offer by the Grantee, the Grantor and the Grantee shall be deemed to have entered into and executed a contract in the form of the Contract. The non-execution of the Contract by a party does not affect the provisions of this clause.
- (b) The Contract Date will be the date the Call Offer is accepted.

### **7.2 Binding agreement - Put Offer**

- (a) Upon and from the date of the acceptance of the Put Offer by the Grantor, the Grantor and the Grantee shall be deemed to have entered into and executed a contract in the form of the Contract. The non-execution of the Contract by any party does not affect the provisions of this clause.
- (b) The Contract Date will be the date the Put Offer is accepted.

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## **8. Confidentiality**

The Grantor and Grantee acknowledge that the terms and conditions of this deed and the Purchase Price are confidential. The Grantee and the Grantor agrees that, prior to Settlement, they will not, without the prior written consent of the other, disclose the terms and conditions of this deed or the Purchase Price to any third party other than its legal and financial or other required advisers or consultants and banks involved in the transaction or to any other party entitled by law to know.

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## 9. Notices

Any communication under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as provided in the Put and Call Schedule;
- (c) must be signed by the party making the communication or (on its behalf) by its Authorised Officer;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9(b); and
- (e) will be deemed to be received by the addressee:
  - (i) (in the case of prepaid post) on the second Business Day after the date of posting to an address within Queensland, on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting to an address outside Australia;
  - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non Business Day, or is after 5.00 pm on a Business Day, when that communication will be deemed to be received at 9.00 am on the next Business Day; and
  - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 9(b), unless that delivery is made on a non Business Day, or after 5.00 pm on a Business Day, when that communication will be deemed to be received at 9.00 am on the next Business Day.

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## 10. Grantor's rights in relation to Leases and the Property

- (a) At all times prior to the expiry of both the Call Offer or the Put Offer or formation of any Contract (in this clause 10 called "Expiry Formation Date") but subject to the provisions of this deed the Grantor shall be entitled to manage the Property for letting according to the existing policies of the Grantor and in particular but without limiting the generality of the foregoing:-
  - (i) the Grantor may take proceedings to secure payment of any outstanding moneys or to enforce any covenants on the part of any Lessee under any existing lease;
  - (ii) the Grantor may do all such acts and things as may be necessary or ancillary to the management of the Property and the Business of leasing the Property.
- (b) From and including the Deed Date, the Grantor must not:
  - (i) accept or agree to accept a surrender of any of the Leases;
  - (ii) grant any leases, agreements for lease, licences or other rights of occupancy of any parts of the Property which are vacant or which may

- become vacant between the Deed Date and the Expiry Formation Date;
- (iii) consent to any variation of the Leases, any proposed assignment or any other dealing involving the Leases;

without the prior written consent of the Grantee (which consent will not be unreasonably withheld).

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## **11. Grantor's obligations**

### **11.1 Grantor's warranties**

The Grantor warrants:

- (a) it is owner of the Property;
- (b) it has not granted nor will it grant any mortgage, charge or other security interest over the Property which is incapable of being released (in full) on Settlement;
- (c) it has not entered into any agreement or arrangement which would prevent it from entering this deed and/or into and completing the Contract;
- (d) that if the Call Offer or the Put Offer is accepted pursuant to this deed the Grantor will be able to fully and punctually comply with all of its obligations in the Contract;
- (e) it has the capacity to enter into and comply with its obligations under this deed.

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## **12. Representations and warranty**

Each party represents and warrants to the other that:

- (a) it has the power to make and carry out the terms of this deed and each has taken all necessary action (corporate or otherwise) to authorise the execution and delivery of this deed and the performance of its respective obligations under this deed; and
- (b) this deed constitutes legally binding obligations enforceable in accordance with its terms; and
- (c) it will take no action which will prevent this deed being enforced according to its terms.

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## **13. General**

### **13.1 Costs**

The Grantor and the Grantee agree that each party shall pay their own respective costs of and incidental to the negotiation, preparation and execution of this deed. However, any stamp duty payable on this deed will be payable by the Grantee.

### **13.2 Business Days**

If anything is required to be done on a day that is not a Business Day, it must be done on the next Business Day. If either the Call Offer Expiry Date or the Put Offer Expiry Date is a day that is not a Business Day then the relevant date will be extended to the next Business Day.

### **13.3 Further acts**

If requested by the other party, each party must, at its own expense unless otherwise provided in this deed, do everything reasonably necessary to give effect to the terms and intentions of this deed to perfect, protect and preserve the rights of the other parties to this deed.

### **13.4 Time**

Time shall in all cases and in every respect be of the essence of this deed.

### **13.5 Merger**

The provisions of this deed shall not merge on or by virtue of Settlement.

### **13.6 Governing law**

- (a) This deed is governed by and is to be construed according to the laws of Queensland.
- (b) The parties submit unconditionally to the non-exclusive jurisdiction of the courts of Queensland.

### **13.7 Severability**

Any provision of this deed which is illegal, void or unenforceable is only ineffective to the extent of the illegality, voidness or unenforceability, without invalidating the remaining provisions.

### **13.8 Variations and amendments**

This deed may not be modified, amended or otherwise varied except by a document in writing signed by each of the Grantor and the Grantee.

### **13.9 Waiver**

- (a) No waiver or indulgence by any party to this deed is binding on the parties unless it is in writing.
- (b) No waiver of any breach of any term or condition of this deed will operate as a waiver of another breach of the same or any other term or condition of this deed.

### **13.10 Counterparts**

- (a) This deed may be executed in any number of counterparts, all of which taken together, constitute one and the same document.
- (b) A facsimile copy of this deed signed by one or more of the parties is a document binding on the party signing by facsimile and such facsimile copy shall be capable of constituting a written agreement between the parties.

### **13.11 Entire understanding**

This deed contains the whole understanding of the parties relating to the subject matter of this deed.

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## **14. GST**

### **14.1 GST interpretation**

For the purpose of this Clause unless the context otherwise requires:-

- (a) **“Applicable GST”** has the meaning ascribed to it in clause 14.2;
- (b) **“Recipient”** means the party treated by the GST Legislation as the recipient of a supply from the Supplier;
- (c) **“Representative”** means a representative member of a GST group to which the relevant Supplier belongs;
- (d) **“Supply”** means any supply (within the meaning which it bears in the GST Legislation ) by the Supplier under this deed;
- (e) **“Supplier”** means any party treated by the GST Legislation as making a taxable supply under this deed;

where any other term is used in this clause which is defined in the GST legislation it shall have the meaning which it bears in the GST legislation.

### **14.2 Taxable Supply**

In the case of a Supply which is a taxable supply:

- (a) the consideration payable or otherwise provided (apart from under this clause) to the Supplier (under the other provisions of this deed) will be increased by an amount equal to the Applicable GST;
- (b) the Applicable GST shall be the GST payable on the Supply;
- (c) the Applicable GST shall be added to the consideration payable or otherwise provided (apart from under this clause) for the Supply under the other provisions of this deed so as to form an additional part of the consideration for the Supply.

### **14.3 Pay on Demand**

The Recipient will pay on demand to the Supplier an amount equal to any increment in consideration which is payable under this Clause in respect of any Supply, and such amount will be a debt due and owing by the Recipient to the Supplier which is recoverable without setting off any refund or counter claim.

### **14.4 Invoices etc.**

The Supplier shall provide the Recipient with tax invoices and/or adjustment notes in relation to the Supply (but shall not be obliged or requested to create such invoices for amounts in excess of amounts received from the Recipient) and do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any input tax credit available to the Recipient in respect of the Supply.

### **14.5 Consideration**

Where the consideration for a Supply consists (in whole or in part) of the recovery by the Supplier of all or a proportion of the Supplier's costs, the amount recoverable shall be reduced by the amount (or the corresponding proportion) of the input tax credits available to the

Supplier in respect of such costs and then increased by any Applicable GST under clause 14.2.

**14.6 Liability**

In the event that liability for payment of GST in respect of a Supply under this deed is imposed upon a Representative of a Supplier this clause shall nonetheless apply and the Adjustments shall be calculated in all respects as if the Supplier was liable for the GST imposed on such Supply and entitled to input tax credits properly allocated to the making of that Supply.

**Put and Call Schedule**

**Date of Deed:** / /

**Grantor:** Name **Hartman Super Properties Pty Ltd  
A.C.N 143 212 131 as trustee under  
instrument 713328327**  
Address for Notices C/-Romans & Romans Lawyers, PO Box  
692 Stones Corner, Qld 4120 or their office  
address  
Facsimile (07) 3847 3336

**Grantee:** Name **Brinjal Pty Ltd A.C.N. 102 517 573**  
Address for Notices C/- Kalyans Lawyers, PO Box 1677,  
Toowong Qld 4066 or their office address  
Facsimile (07) 3870 4658

**Land:** The property situated at 1/53 Metroplex Avenue, Murarrie,  
Queensland, 4172 more particularly described as Lot 1 on SP  
166764 in the County of Stanley Parish of Bulimba and having  
Title Reference 50510763.

**Fee:** \$1,000.00

**Annexure A**

To: **Hartman Super Properties Pty Ltd A.C.N 143 212 131 as trustee under instrument 713328327 ("Grantor")**

**NOTICE OF EXERCISE OF CALL OFFER**

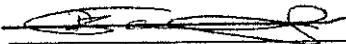
TAKE NOTICE THAT **Brinjal Pty Ltd A.C.N. 102 517 573 ("Grantee")** hereby irrevocably accepts the irrevocable offer (Call Offer) in respect of the Property made by the Grantor pursuant to the Deed dated [ ].

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

**Executed by Brinjal Pty Ltd A.C.N. 102 517 573** by those persons signing below who certify that they are the proper officers to sign this document:

  
\_\_\_\_\_  
Signature of Director

Henshat Jourdadar.  
\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
  
\_\_\_\_\_  
Signature of Secretary/other Director

DEEPA JANNADAS.  
\_\_\_\_\_  
Name of Secretary/other Director in full

**Annexure B**

**NOTICE OF EXERCISE OF PUT OFFER**

To: **Brinjal Pty Ltd A.C.N. 102 517 573 ("Grantee")**

**NOTICE OF EXERCISE OF PUT OFFER**

TAKE NOTICE THAT **Hartman Super Properties Pty Ltd A.C.N 143 212 131 as trustee under instrument 713328327 ("Grantor")** irrevocably accepts the irrevocable offer (Put Offer) of the Grantee to purchase the Property made to the Grantor by the Grantee pursuant to the Deed dated [ ]].

**Executed by Hartman Super Properties Pty Ltd A.C.N 143 212 131 as trustee under instrument 713328327** by those persons signing below who certify that they are the proper officers to sign this document:

---

Signature of Director

---

Name of Director in full

---

Signature of Secretary/other Director

---

Name of Secretary/other Director in full

**Annexure C**  
**Contract**

**Information sheet (body corporate information)**
*Body Corporate and Community Management Act 1997*

This form is effective from 29 April 2011

ABN: 13 846 673 994

 Department of  
Justice and Attorney-General

# WARNING

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing the property or your prospective rights and obligations as a member of a body corporate.

**Notice to Agent:** The *Property Agents and Motor Dealers Act 2000* and *Body Corporate and Community Management Act 1997* (the Act) include strict requirements for presentation of prescribed warning statements and information sheets. Failure to comply may result in cancellation of the contract.

**By law the seller or the seller's agent must attach this information sheet to the contract. Do NOT sign the contract of sale without reading this information sheet.**

In addition to the contract, you should have before you

- A separate warning statement, if the lot is a residential property, provided by the seller under the *Property Agents and Motor Dealers Act 2000*.
- A disclosure statement provided by the seller, containing essential information about the body corporate that you will become a member of through purchasing this property (eg. the amount of annual contributions currently set by the body corporate and payable by the lot owner).
- a community management statement for the scheme provided by the seller, containing important details about the scheme including details of any proposed future development of the scheme, the lot entitlements, by-laws and the regulation module applying to the scheme.

## Community titles schemes

This contract warning contains important information you should read and understand before signing a contract to buy a lot in a community titles scheme. A community title scheme includes duplexes, residential unit blocks, high rise apartment complexes, town house complexes and some commercial premises. They contain individually owned units and common property such as lawns and access roadways.

Some new unit owners do not realise owning a lot in a community titles scheme brings with it certain obligations. You should carefully consider if living or investing in a community titles scheme suits your lifestyle and financial needs.

When a community titles scheme is established, a body corporate is created to administer the scheme. Each lot owner is automatically a member of their body corporate and enjoys certain rights and responsibilities.

Owners are **NOT** able to decline to be a member of their body corporate. Normally, an elected committee carries out day-to-day functions on behalf of the body corporate. Bodies corporate may also engage service providers such as body corporate managers and on-site managers, caretakers and letting agents.

Common obligations of a body corporate include:

- administering the common property and any body corporate assets
- enforcing the by-laws for the scheme, such as noise levels, the keeping of pets, car parking and a range of other matters
- arranging compulsory body corporate insurance
- conducting general meetings of owners, adopting budgets, and levying contributions to fund the operation of the body corporate
- maintaining bank accounts, keeping records, and preparing financial statements.

Common obligations of individual lot owners include:

- making financial contributions toward the body corporate administrative costs
- complying with by-laws
- maintaining their lot in good condition

### Suggested searches and matters to investigate

There are significant differences between owning a lot in a community titles scheme and owning other types of property (such as a detached house). In addition to carrying out conveyancing searches, it is also recommended you investigate a number of special body corporate matters through the following sources:

#### 1. Department of Justice and Attorney-General, Office of the Commissioner for Body Corporate and Community Management

Conduct a search at the Office of the Commissioner for Body Corporate and Community Management for any Adjudicator's Orders (a decision regarding the outcome of a dispute) made concerning the scheme.

General information and fact sheets are also provided about community title living and body corporate rules and regulations. For more information, call 1800 060 119 or visit [www.justice.qld.gov.au/bccm](http://www.justice.qld.gov.au/bccm)

#### 2. Body Corporate Secretary

Obtain a **Body Corporate Information Certificate** from the body corporate secretary, or body corporate manager, whose name and address is supplied in the disclosure statement. Compare the disclosure statement with the information certificate, as inaccurate information in the disclosure statement may give you grounds to cancel the contract (Sections 209 or 217 of the Act).

A search of the body corporate records can provide other important information, such as whether any improvements to the lot you are purchasing (e.g. balcony enclosure, air conditioning) were approved, whether any conditions apply, and who is responsible for their maintenance and insurance.

Also, check for any **agreements** the body corporate may have entered into (e.g. caretaking, letting, body corporate management or lift maintenance).

### Checklist

- By purchasing this property, do you know you will be part of a body corporate?
- Are you aware of any contracts the body corporate is a party to?
- Have you read and understood the body corporate by-laws?
- Do you understand your likely financial contributions to the body corporate?
- Are you aware that an adjustment of lot entitlements may increase or decrease your financial contributions to the body corporate?
- Are you aware that your financial contributions to the body corporate will vary as the financial liabilities of the body corporate change?
- Do you understand your maintenance responsibilities?
- Do you understand the role of the body corporate manager and on-site manager (if appointed)?

### Buyer's acknowledgment

I/we have read all sections of this information sheet and I/we have acknowledged and signed the information sheet BEFORE I/we signed the attached contract.

If the lot is residential property, I/we acknowledge that by signing this information sheet, my/our attention has been directed to this information sheet and the attached proposed relevant contract by a clear statement and that signing this information sheet negates any termination right I/we may have had under section 206A or 213A of the *Body Corporate and Community Management Act 1997*.

Name .....

Signature ..... Date   /   /      
D D M M Y Y Y Y

Name .....

Signature ..... Date   /   /      
D D M M Y Y Y Y

**INFORMATION FOR DISCLOSURE STATEMENT  
as at 15 May 2013**

**Body Corporate** Name of Scheme: **M53**  
Community Titles Scheme No: **32929**  
Lot Number: **1** Plan Number: **166764**

**Secretary** Name: **Derek Gardner (Secr.)**  
Address: **PO Box 8319 GCMC  
BUNDALL QLD 9726**  
Telephone: **07 3010 5555** Facsimile: **07 5504 2001**

**Body Corporate Manager** Name: **SSKB (Brisbane) Pty Ltd**  
Address: **PO Box 10093 Adelaide St  
BRISBANE QLD 4000**  
Telephone: **07 3010 5555** Facsimile: **07 3010 5500**

Contributions and Levies	Levies Determined by the Body Corporate for this Lot				
	Administrative Fund	Amount	Due Date	Discount	If paid by
	01/08/12 to 30/11/12	\$1,287.45	01/08/12	\$257.49	01/08/12
	01/12/12 to 31/03/13	\$1,287.45	15/12/12	\$257.49	15/12/12
	01/04/13 to 31/07/13	\$1,287.38	01/04/13	\$257.48	01/04/13
	01/08/13****30/11/13	\$1,287.45	01/08/13	\$257.49	01/08/13
	Sinking Fund				
	01/08/12 to 30/11/12	\$547.28	01/08/12	\$109.46	01/08/12
	01/12/12 to 31/03/13	\$570.77	15/12/12	\$114.15	15/12/12
	01/04/13 to 31/07/13	\$570.84	01/04/13	\$114.17	01/04/13
	01/08/13****30/11/13	\$562.96	01/08/13	\$112.59	01/08/13

**Extent to which Contributions and Levies are based on Contribution entitlements** The annual administrative fund levies and annual sinking fund levies (excluding the annual insurance reimbursements for the building insurance, if applicable), contained in the Disclosure Statement, are based entirely on the contribution schedule of lot entitlements for the lots in the scheme. The contribution schedule lot entitlements for lots included in the scheme are set out in the Community Management Statement for the scheme.

**Extent to which Contributions and Levies are based on Interest entitlements** The annual contributions payable by the owner of the lot are calculated based on the contribution lot entitlements, except for that part attributable to insurance (replacement of common property). The building insurance reimbursement, contained in the Levy Annexure of the Disclosure Statement, is based entirely on the interest entitlements for the lots as outlined in the Community Management Statement for the scheme.

**Entitlements - Statement to Buyer** The contribution schedule lot entitlements and interest schedule lot entitlements for the lots included in the scheme are set out in Schedule A of the Community Management Statement for the scheme.

**Community Management Statement** A copy of the Community Management Statement for the Scheme is attached hereto.

Body Corporate and Community Management Act 1997  
Section 206

INFORMATION FOR DISCLOSURE STATEMENT (continued)

Body Corporate

Name of Scheme: **M53**  
Community Titles Scheme No: **32929**  
Lot Number: **1**

Plan Number: **166764**

Improvements on  
Common  
Property for  
which Buyer will  
be Responsible

Body Corporate  
Assets Required to  
be Recorded on  
Register

**There are no assets required to be recorded.**

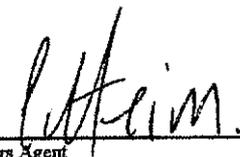
Committee

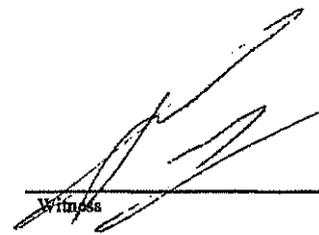
**There is a Committee for the Body Corporate.**

Information  
prescribed under  
Regulation  
Module

**Nil**

Signing

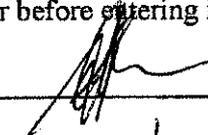
  
\_\_\_\_\_  
Seller/Sellers Agent

  
\_\_\_\_\_  
Witness

**15/5/13**  
\_\_\_\_\_  
Date

Buyers  
Acknowledgement

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.

  
\_\_\_\_\_  
Buyer

  
\_\_\_\_\_  
Witness

**20/6/2013**  
\_\_\_\_\_  
Date

## Additional Information

<b>Body Corporate</b>	Name of Scheme: <b>M53</b>		
	Community Titles Scheme No: <b>32929</b>		
	Lot Number: <b>1</b>	Plan Number: <b>166764</b>	
<b>Lot Entitlements and Other Matters</b>	Interest Schedule	Aggregate <b>10000</b>	Entitlement of Lot <b>561</b>
	Contribution Schedule	Aggregate <b>10002</b>	Entitlement of Lot <b>673</b>
	Balance of Sinking fund at end of last Financial Year	<b>62,173.03</b>	as at <b>31/07/12</b>
	Insurance Levies not included in Administrative Fund Levies:	<b>See Annexure</b>	
	Monetary Liability under Exclusive Use By-Law		

Insurance	Type	Company	Policy No	Sum Insured	Due Date
	<b>BUILDING</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>9,724,050</b>	<b>31/07/13</b>
	<b>BUILDING CATASTROPHE</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>2,946,387</b>	<b>31/07/13</b>
	<b>COMMON CONTENTS</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>97,241</b>	<b>31/07/13</b>
	<b>FIDELITY GUARANTEE</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>100,000</b>	<b>31/07/13</b>
	<b>LOSS OF RENT</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>1,473,194</b>	<b>31/07/13</b>
	<b>OFFICE BEARERS</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>2,000,000</b>	<b>31/07/13</b>
	<b>PUBLIC LIABILITY</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>20,000,000</b>	<b>31/07/13</b>
	<b>STAMP DUTY/OTHER</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>0</b>	<b>31/07/13</b>
	<b>VOLUNTARY WORKERS</b>	<b>SUU/CGU</b>	<b>01R1085930</b>	<b>100,000</b>	<b>31/07/13</b>

Mortgages or Securities over Body Corporate Assets **Nil**

## Additional Information (continued)

---

Body Corporate

Name of Scheme: **M53**  
Community Titles Scheme No: **32929**  
Lot Number: **1**

Plan Number: **166764**

---

Latent or Patent  
Defects in  
Common  
Property or Body  
Corporate Assets

**This certificate only relates to the statements under Section 206 that the seller must give, it should also be noted that the seller is also required to warrant certain matters relative to defects liability under Section 223, This certificate does not extend to Section 223**

---

Actual or  
Contingent or  
Expected  
Liabilities of Body  
Corporate

---

Circumstances in  
Relation to  
Affairs of the  
Body Corporate

---

Exceptions to  
Statements in  
Clause 7.4(2)

## DISCLOSURE STATEMENT (Continued)

Name of Scheme	<b>M53</b>			CTS No	<b>32929</b>
Lot No.	<b>1</b>	Type	<b>BUILDING FORMAT PLAN</b>	Plan No	<b>166764</b>

## ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue
INSURANCE LEVY							
01/08/12 to 30/11/12	215.54	01/08/12	N/A	0.00	01/08/12	15/06/12	N/A
01/12/12 to 31/03/13	210.43	15/12/12	N/A	0.00	15/12/12	07/11/12	N/A
01/04/13 to 31/07/13	210.49	01/04/13	N/A	0.00	01/04/13	18/02/13	N/A
01/08/13****30/11/13	212.34	01/08/13	N/A	0.00	01/08/13		N/A

Items marked with \*\*\*\* are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 16149554

Search Date: 15/05/2013 10:18

Title Reference: 50510762

Date Created: 10/08/2004

Previous Title: 50297398

REGISTERED OWNER

Dealing No: 707944455 03/08/2004

BODY CORPORATE FOR M53 COMMUNITY TITLES SCHEME 32929

PO BOX 200  
BULIMBA QLD 4171

LAND DESCRIPTION

COMMON PROPERTY OF M53 COMMUNITY TITLES SCHEME 32929  
COMMUNITY MANAGEMENT STATEMENT 32929  
COMMUNITY MANAGEMENT STATEMENT 26167  
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 19553032 (POR 18)
2. EASEMENT No 703829288 21/01/2000 at 13:51  
burdening the land to  
LOT 7 ON SP107879 OVER EASEMENT E ON SP120962
3. REQUEST FOR FIRST CMS No 707944405 03/08/2004 at 13:56  
COMMUNITY MANAGEMENT STATEMENT 32929  
MODULE:  
COMMERCIAL

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

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

COPYRIGHT THE STATE OF QUEENSLAND (DEPT OF NATURAL RESOURCES AND MINES) [2013]  
Requested By: D APPLICATIONS GLOBAL X

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

**GENERAL REQUEST**

Form 14 Version 3  
Page 1 of 1

Dealing Number

Duty Imprint

Pr  
Th  
Th  
Pl  
ar.



**707944405**

**BE 460**

\$105.60  
03/08/2004 13:56

**1. Nature of request**

Request to record first community management statement for M53 community titles scheme

Lodger (Name, address & phone number)

**PETER ATKINSON & COMPANY**

Lodger Code



**2. Lot on Plan Description**

Lot 8 on SP 119008

**County**

Stanley

**Parish**

Bulimba

**Title Reference**

50297398

**3. Registered Proprietor/State Lessee**

Nicale Investments Pty Ltd ACN 070 308 539 as trustee under instrument 706186655

**4. Interest**

Not Applicable

**5. Applicant**

Nicale Investments Pty Ltd ACN 070 308 539 as trustee under instrument 706186655

**6. Request**

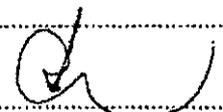
I hereby request that: the first CMS deposited herewith be recorded as the CMS for M53 community titles scheme and that PO Box 200 Bulimba QLD 4171 be recorded as address for service on the body corporate for the scheme.

**7. Execution by applicant**

**Execution Date**

3 / 8 / 04

**Applicant's or Solicitor's Signature**



Stella Ying En Chen, Solicitor

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

This statement incorporates and must include the following:

**32929**

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

**CMS LABEL NUMBER**

<b>1. Name of community titles scheme</b> M53 Community Titles Scheme	<b>2. Regulation module</b> Commercial Module
--	--

<b>3. Name of body corporate</b> Body corporate for M53 community titles scheme
--

<b>4. Scheme land</b>			
Lot on Plan Description	County	Parish	Title Reference
Lots 1-14 on SP 166764	Stanley	Bulimba	
Common property for M53 Community Titles Scheme	Stanley	Bulimba	

<b>5. Name and address of original owner #</b> NICALE INVESTMENTS PTY LTD A.C.N. 070 308 539 AS TRUSTEE UNDER INSTRUMENT 706186655 PO BOX 200, BULIMBA, QLD	<b>6. Reference to plan lodged with this statement</b> SP 166764
--	---

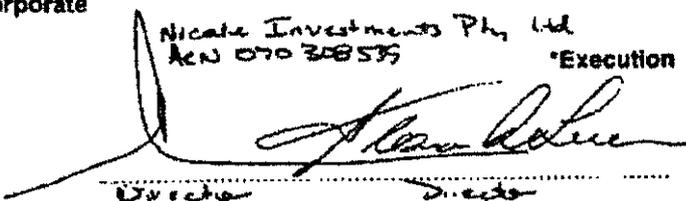
# first community management statement only

**7. Local Government community management statement notation**

..... signed  
*Kathryn Allen*  
 Kathryn Allen Town Planner name and designation  
 Brisbane City Council name of Local Government

**8. Execution by original owner/Consent of body corporate**

Execution Date  
 24 16 104

*Nicale Investments Pty Ltd*  
 A.C.N. 070 308 539 \*Execution  
  
 Nicole Director

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

**Privacy Statement**  
 The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP 166764	673	561
Lot 2 on SP 166764	684	623
Lot 3 on SP 166764	666	486
Lot 4 on SP 166764	699	567
Lot 5 on SP 166764	676	474
Lot 6 on SP 166764	857	1234
Lot 7 on SP 166764	696	561
Lot 8 on SP 166764	680	446
Lot 9 on SP 166764	707	598
Lot 10 on SP 166764	707	611
Lot 11 on SP 166764	765	1035
Lot 12 on SP 166764	721	910
Lot 13 on SP 166764	724	835
Lot 14 on SP 166764	747	1059
<b>TOTALS</b>	<b>10002</b>	<b>10000</b>

## 1 Principles for deciding the contribution lot entitlement for a lot

- 1.1 The contribution schedule lot entitlements for the scheme are not equal. As required under section 49 of the Body Corporate and Community Management Act 1997, the contribution schedule lot entitlements for the scheme have been allocated having regard to:
- the structure of the scheme,
  - the nature of the features and characteristics of the lots in the scheme; and
  - the purpose for which the lots are used.
- 1.2 On the basis of the above factors, it is just and equitable for there to be a minor variation in the contribution schedule lot entitlements for the scheme. The contribution schedule lot entitlement for each lot varies between a minimum of 666 and a maximum of 857. The difference in lot entitlements recognizes that the factors stated above do not impact on how much each lot should contribute to certain body corporate costs such as secretarial fees, body corporate fees, audit fees, printing, postage and outlays, but the structure of the

scheme and the features and characteristics of the lots result in a differential burden on the costs of the body corporate for repair and maintenance of the common property. When allocating the lot entitlements to be included in the lot entitlement contribution schedule, each of the factors stated above impacts on the allocation in the following ways.

## 2 Structure of the scheme

The community titles scheme is a basis community titles scheme. The common property facilities are part of the community titles scheme, and are part of the equal costs.

## 3 Nature features and characteristics of the lots in the scheme

All of the lots are used for commercial purposes, and are part of the buildings on a building format plan. The body corporate is only responsible for the repair and maintenance of common property within its scheme. This includes external walls and windows of the building, roof, utility infrastructure and utility services. In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme increase the burden the lots place on the body

corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis - The external common property that benefits the lot. The external surface area of the lot, which as part of the common property comprises, amongst other things, the exterior walls which require painting and maintenance, balustrade, window frames and fittings and glass, metal screens and louvres, roofing membrane and materials. The greater the exposure of the lot to the common property, the greater the common

property to be maintained by the body corporate and consequently the greater the lot entitlement. Therefore units that need a greater perimeter of external wall have a greater lot entitlement and contribution.

#### 4 The purpose for which lots are used

Each of the lots in the scheme are used for commercial purposes and consequently this factor does not contribute to any differences in the lot entitlements.

### SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

#### 1 Subsidiary scheme

This scheme is a subsidiary scheme in accordance with the layered arrangements identified in Metroplex on Gateway community titles scheme 26167.

### SCHEDULE C BY-LAWS

#### 1 Definitions

##### Meaning or words

- 1.1 The following words have these meanings unless the contrary intention appears.

**Act** means the Body Corporate and Community Management Act 1997.

**Asset** means personal property of the Body Corporate.

**Body Corporate** means the body corporate for the Scheme.

**Common Property** means the Common Property for the Scheme.

**Lot** means a lot that is part of the Scheme Land for the Scheme.

**Occupier** includes any person that must, by law, comply with these by-laws.

**Regulation** means the Body Corporate and Community Management (Commercial Module) Regulation 1997.

**Scheme** means the community titles scheme to which this community management statement relates.

**Scheme Land** means the land described as the scheme land in item 4 of this community management statement.

#### 2 Rules of interpretation

- 2.1 In these by-laws unless the contrary intention appears:
- (a) a reference to a by-law includes any variation or replacement of it; and
  - (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  - (c) the singular includes the plural and vice versa; and
  - (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority; and