

Brenda Wishey

# SETTLEMENT STATEMENT

MATTER NO: PS:23-07214

SOMEMA PTY LTD A.C.N. 117 347 421 AS TRUSTEE UNDER INSTRUMENT 714 516 322 SALE TO  
NINTH WIN VENTURES A.C.N. 664 498 846 AS TRUSTEE FOR THE NINTH WIN TRUST - UNIT 21, 649  
MAIN STREET, KANGAROO POINT QLD 4169

Settlement Date: 10 March 2023  
Adjustment Date: 10 March 2023  
Contract Date: 3 January 2023  
Settlement Place:  
Settlement Time:

Buyer Not a Related Party

Contract Price	\$242,537.31
Less Deposit	\$12,126.86
	\$230,410.45
Plus Rates (for 01/01/2023 to 31/03/2023) <u>\$450.20 x 21 days</u> 90 days	\$105.05
	\$230,515.50
Less Water Access & Sewerage (for 21/11/2022 to 20/11/2023) <u>\$825.65 x 110 days</u> 365 days	\$248.83
	\$230,266.67
Less Water Usage (see calculation following)	\$78.43
	\$230,188.24
Plus Body Corporate Levies (for 01/01/2023 to 31/03/2023) <u>\$602.00 x 21 days</u> 90 days	\$140.47
	\$230,328.71
Calc difference	\$0.73
<b>BALANCE AT SETTLEMENT</b>	<b>\$230,327.98</b>

## CHEQUE DETAILS

<u>Payee</u>	<u>Cheque Type</u>	<u>Amount</u>
PEXA Fee		\$123.97
Legali		\$736.02
Paramount Associates Dissolution Fee	See page 6 for explanation	\$22,388.06
Vendor Funds		\$207,079.93
<b>CHEQUES TOTAL</b>		<b>\$230,327.98</b>

## WATER USAGE CALCULATION

Date water paid to: 21/11/2022 Reading: 3,484 kL Charge per kL -  
Date of search reading: 21/12/2022 Reading: 3,623 kL \$0.863 for the balance  
(All kL results are rounded to whole litres ie 3 decimal places) Bulk water - \$3.301  
Days between readings: 30

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$3,623 \text{ kL} - 3,484 \text{ kL} = 139 \text{ kL} / 30 = 4.633 \text{ kL}$

Average daily usage = 4.633 kL

Days from date paid to settlement = 109

$4.633 \text{ kL} \times 109 \text{ days} = 504.997 \text{ kL}$

*Adjustment -*

Balance: \$435.81

$504.997 \text{ kL} \times \$0.86$

Bulk water: \$1,667.00

$504.997 \text{ kL} \times \$3.30$

<u>\$2,102.81</u>	x 3.73% (shared percentage) \$78.43
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## Payment summary

Payment status Processing

### Payer

From Sales Trust A/c 034-076 xx9642  
Payer name REXVO PTY LTD  
Description SBA5522baldepVendor

### Payee

To SOMEMA PTY LTD **New**  
SOMEMA PTY LTD 184-446 xxxxx6967  
Reference No reference provided  
Description 21/649 Main St KangarooPt

### Payment details

Amount \$6,791.93  
Payment method Osko  
Scheduled payment date 13 Apr 2023  
Payment ID d1dbc5d5-cc80-4e06-9667-15bb41d5ab57

# Active Trust Ledgers

as at April 13, 2023 at 12:36PM

## REXVO Pty Ltd T/A LJHooker Commercial Brisbane Sales Trust Account

262726 Unit 21/649 Main Street, KANGAROO POINT

Date	Description	Audit No.	Debit	Credit	Balance
10/02/2023	SBA5522 Deposit from receipt #5511 Journal No: 222	1036894	\$0.00	\$12,127.74	\$12,127.74
13/04/2023	SBA5522 comm EFT Ref: Payee: L J HOOKER COMMERCIAL BRISBANE	1109891	\$5,335.81	\$0.00	\$6,791.93
13/04/2023	SBA5522 balance dep to Vendor EFT Ref: Payee: Somema Pty Ltd	1109892	\$6,791.93	\$0.00	\$0.00
			\$12,127.74	\$12,127.74	\$0.00
Bank Totals			\$12,127.74	\$12,127.74	\$0.00

# TAX INVOICE

SOMEMA PTY LTD ATF  
11 Sweetapple Place  
MANLY WEST QLD 4179

Invoice No: 00014055

Page: Page 1 of 1

Date: 3/04/2023

DESCRIPTION	AMOUNT incl. GST
2% commission due on the sale of property at: 21/649 Main St Kangaroo Point Purchaser: Ninth Win Ventures SBA5522	\$5,335.81

**THANK YOU FOR  
YOUR PAYMENT**

Amount Excluding GST: \$4,850.74

Total GST: \$485.07

Paid Amount: \$5,335.81

Balance of Invoice Due: \$0.00

**LJ Hooker Commercial Brisbane**PO Box 772  
SPRINGWOOD QLD 4127

Invoice No. 00014055

CUSTOMER DETAILS:  
SOMEMA PTY LTD ATF  
11 Sweetapple Place  
MANLY WEST QLD 4179**Amount  
Due: \$0.00**

**From:** ian.whiting@bigpond.com  
**Sent:** Saturday, 25 November 2023 11:26  
**To:** Brenda Wishey  
**Subject:** Re: WHITING FAMILY PENSION FUND - 2023 Additional documentation

Brenda,

I sent a separate email with contract.

The dissolution fee is my share of the buyout of the management rights for Paramount Associates who were the resident managers. We had to do that to be able to sell motel free of obligations.

On ,Fri Nov 24 2023 12:07:47 GMT+1000 (Australian Eastern Standard Time), Brenda Wishey <BrendaW@virtusuper.com.au> wrote:

----- Original Message -----

Hi Ian

We have made progress with preparation of the 2023 financials and annual return.

To allow us to finish off, we require the following:

1. Signed contract for the sale of the Main Street property
2. There is a \$22k "dissolution fee" on the Settlement Statement
  - a. Can you explain what this is for?
3. 1/11/22 \$258.28 Deposit "Resolution Life"
  - a. Details/documentation required
4. My North Annual Taxation Statement
  - a. Email sent to Ryan Morse

If you have any questions, please contact me.

Kind regards  
Brenda



**Brenda Wishey**  
Senior Accountant

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☎ 07 3349 1452  
✉ PO BOX 83 Mount Gravatt Q 4122  
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# 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:**

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

### SELLER'S AGENT

NAME:	REXVO PTY LTD T/a LJ HOOKER COMMERCIAL BRISBANE		
ABN:	38081902212	LICENCE NO:	3268616
ADDRESS:	6/3370 Pacific Highway		
	PO Box 772		
SUBURB:	SPRINGWOOD	STATE:	QLD POSTCODE: 4127
PHONE:	MOBILE:	FAX:	EMAIL:
07 3115 7128	0403 054 845	07 3115 7100	BARMSTRONG@LJHBRISBANE.COM.AU

### SELLER

NAME:	SOMEMA PTY LTD A.C.N. 117 347 421 AS TRUSTEE UNDER INSTRUMENT 714516322		ABN:	
ADDRESS:				
SUBURB:		STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:	

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

### SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

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

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



BUYER

NAME:	Ninth Win Ventures A.C.N. 664 498 846 as trustee for the Ninth Win Trust			ABN:	
ADDRESS:					
SUBURB:			STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		
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:					
REF:			CONTACT:		
ADDRESS:					
SUBURB:			STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

PROPERTY

Lot:	ADDRESS:	UNIT 21					
		649 MAIN STREET					
	SUBURB:	KANGAROO POINT	STATE:	QLD	POSTCODE:	4169	
Description:	Lot:	21	On:	<input checked="" type="checkbox"/> BUP	<input type="checkbox"/> GTP	<input type="checkbox"/> SP	13143
	Scheme:	THE QUARTERMAIN		Community Titles Scheme: 2505			
Title Reference:	18617224						
Present Use:	RESIDENTIAL						
Local Government:	BRISBANE						
Excluded Fixtures:							

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

Included Chattels:

PRICE

Deposit Holder: REXVO PTY LTD T/a LJ HOOKER COMMERCIAL BRISBANE

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: \$ 242,537.31

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

Deposit: \$ 5%

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

Default Interest Rate:

\$

Balance Deposit (if any) payable on:

%

■ 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:

ALL STATUTORY ENCUMBRANCES FOR SERVICES, INFRASTRUCTURE, AND THE COMMUNITY TITLES SCHEME

■ **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:

■ 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)

Managing Agent.

AGENCY NAME:			
PROPERTY MANAGER:			
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	FAX:	MOBILE:	EMAIL:

POOL SAFETY FOR NON-SHARED POOLS

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

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

- ☐ Yes
- ☒ No

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. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

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))\*

REFER TO DISCLOSURE STATEMENT

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

REFER TO DISCLOSURE STATEMENT

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

REFER TO DISCLOSURE STATEMENT

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

REFER TO DISCLOSURE STATEMENT

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

REFER TO DISCLOSURE STATEMENT

■ **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. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

\*Include in attachment if insufficient space

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot:	REFER TO DISCLOSURE STATEMENT
Aggregate Interest Schedule Lot Entitlement:	REFER TO DISCLOSURE STATEMENT
Contribution Schedule Lot Entitlement of Lot:	REFER TO DISCLOSURE STATEMENT
Aggregate Contribution Schedule Lot Entitlement:	REFER TO DISCLOSURE STATEMENT

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

**INSURANCE POLICIES**

Insurer:	QBE Insurance (Australia) Limited	Policy No: CS0004999
Building:	REFER TO DISCLOSURE STATEMENT	
Public liability:	REFER TO DISCLOSURE STATEMENT	
Other:	REFER TO DISCLOSURE STATEMENT	

**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 smoke alarms complying with the Smoke Alarm Requirement Provision 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:** 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 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.

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

SPECIAL CONDITIONS

ANNEXURE A FORMS PART OF THIS CONTRACT


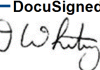
SETTLEMENT

SETTLEMENT DATE:	Refer to Annexure A	■ 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. <b>WARNING:</b> 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:	BRISBANE	■ 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:	<div>DocuSigned by:  C8E18B2EC0934E9...</div>	WITNESS:	
BUYER:	<div>By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.</div>	WITNESS:	<div>[Note: No witness is required if the Buyer signs using an Electronic Signature]</div>
SELLER:	<div>DocuSigned by:  C4C05414736D4E3...</div>	WITNESS:	
SELLER:	<div>By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.</div>	WITNESS:	<div>[Note: No witness is required if the Seller signs using an Electronic Signature]</div>

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

# TERMS OF CONTRACT

## FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

### 1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them and unless the context otherwise requires:

- (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 s14-220(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;
- (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) **"Contract Date"** or **"Date of Contract"** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (o) **"Court"** includes any tribunal established under statute;
- (p) **"Disclosure Statement"** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (q) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (r) **"Encumbrances"** includes:
  - (i) unregistered encumbrances;
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (s) **"Essential Term"** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
  - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (t) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (u) **"Extension Notice"** means a notice under clause 6.2(1);
- (v) **"Financial Institution"** means a Bank, building society or credit union;
- (w) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (x) **"GST"** means the goods and services tax under the GST Act;
- (y) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
- (z) **"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;
- (aa) **"Improvements"** means all 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;
- (bb) **"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;
- (cc) **"Land"** means the scheme land for the Scheme;
- (dd) **"Outgoings"** means:
  - (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
  - (ii) Body Corporate Levies;
- (ee) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ff) **"Pool Compliance Certificate"** means:
  - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; 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*;
- (gg) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (hh) **"Property"** means:
  - (i) the Lot;
  - (ii) the right to any Exclusive Use Areas;
  - (iii) the Improvements;
  - (iv) the Included Chattels;
- (ii) **"Regulation Module"** means the regulation module for the Scheme;
- (jj) **"Rent"** means any periodic amount, including outgoings, payable under the Tenancies;
- (kk) **"Reserved Items"** means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels;

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

- (ll) **"Scheme"** means the community titles scheme containing the Lot;
- (mm) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (nn) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (oo) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (pp) **"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;
- (qq) **"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;
- (rr) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ss) **"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) Subject to clause 2.2(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day,

the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2.(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.

- (5) 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) 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; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

### 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;

and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

  - (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the 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 before 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

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) 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 Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (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 Seller irrevocably directs the Buyer to draw a bank cheque for 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) 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), 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
  - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (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, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.



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

### 3. FINANCE

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

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 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).
- 4.2 The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 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.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

### 5. SETTLEMENT

#### 5.1 Time and Date

- (1) Settlement must occur:
  - (a) between 9am and 4pm AEST on the Settlement Date; and
  - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

#### 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer 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 Queensland Revenue Office 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:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and

- (d) if there are Tenancies:

- (i) the Seller's copy of any Tenancy agreements;
- (ii) a notice to each tenant advising of the sale in the form required by law; and
- (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and

- (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:

- (i) the Seller has done this before settlement; or
- (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.

- (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

#### 5.4 Assignment of Covenants and Warranties

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

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

#### 5.5 Possession of Property and Title to Included Chattels

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

#### 5.6 Reservations

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

### 6. TIME

#### 6.1 Time of the Essence

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

#### 6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) by agreement of the parties; or
  - (b) under clause 6.3 or 11.4,
 but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

#### 6.3 Delay Event

- (1) This clause 6.3 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:

- (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
  - (3) An Affected Party must take reasonable steps to minimise the effect of the 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 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
  - (6) A Notice to Settle must be in writing and state:
    - (a) that the Suspension Period has ended;
    - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
    - (c) that time is of the essence.
  - (7) When Notice to Settle is given, time is again of the essence of the contract.
  - (8) In this clause 6.3:
    - (a) **"Affected Party"** means a party referred to in clause 6.3(1);
    - (b) **"Delay Event"** means:
      - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
      - (ii) riot, civil commotion, war, invasion or a terrorist act;
      - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
      - (iv) compliance with any lawful direction or order by a Government Agency; or
      - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
    - (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), 2.5(5)(b) and (c) 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.

## 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; and
- (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's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
  - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
  - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
  - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
  - (e) 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 the *Environmental Protection Act 1994*.
- (3) The Seller warrants that 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 Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
  - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
  - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
  - (a) the Seller breaches a warranty in clause 7.4(4); 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 before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (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:
  - (a) there is an error in the boundaries or area of the Lot;

- (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*;
- (c) there are Services which pass through the Lot that do not service the Lot and are not:
  - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
  - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
- (d) there is a mistake or omission in describing the Lot or the Seller's title to it,

which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:

- (a) immaterial; or
- (b) 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 before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

#### 7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
  - (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
  - (b) if issued on or after the Contract Date: by the Buyer, unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b), is required to be complied with before the Settlement Date:
  - (a) the Seller must comply with the notice or order; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
 unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.

#### 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 to the Land or the Lot, passes unlawfully through other land;
  - (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
  - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (f) there is an outstanding condition of a development approval attaching to the Lot 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)(d);

- (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
- (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given 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 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

#### 7.9 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;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

#### 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 or expenditure 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.

#### 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;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

#### 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.

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

- (1) 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 under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

#### 9.2 If Seller Affirms

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

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

#### 9.3 If Buyer Affirms

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

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

#### 9.4 If Seller Terminates

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

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

#### 9.5 If Buyer Terminates

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

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

#### 9.6 Seller's Resale

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

#### 9.7 Seller's Damages

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

#### 9.8 Buyer's Damages

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

#### 9.9 Interest on Late Payments

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

### 10. GENERAL

#### 10.1 Seller's Agent

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

#### 10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

#### 10.3 Duty

The Buyer must pay all duty on this contract.

#### 10.4 Notices

- (1) Notices under this contract must be in writing.
- (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 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.
- (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.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be 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.

##### (6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;  
 Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;  
 Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.
- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.  
 Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

#### 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 before 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 11.2(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(1)(b), 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).
- (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) and (e) 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)(c)) 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, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, 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, Queensland Revenue Office, 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.

## Annexure A - Special conditions

### A MODIFIED TERMS OF CONTRACT

#### 1. Modifications to Standard Contract Terms

Clause No	Description of Amendment
1.1	<p>Insert new subclauses as follows:</p> <p><i>“(tt) “Statutory Encumbrances” includes all rights that any authority or entity may have under any law about any type of infrastructure or works howsoever described (including any infrastructure for sewerage, drainage, water supply, energy or other services) located above on or under the surface of the Property, and all restrictions upon the owner or occupier of the Property from interfering with damaging or preventing access to any such infrastructure.”</i></p>
2.3	Delete clause
2.6	Delete sub-clauses (6), (7), (8) and (17).
2.6(2)	Delete the words <i>"Subject to clauses 2.6(3), 2.6(5) and 2.6(14),"</i>
3	Delete clause.
4	Delete clause.
5.4	Delete clause.
5.6	Delete clause.
6.2	Delete clause.
7.7(1)	Delete sub-clauses (e) and (g).
7.8(2)	Replace <i>"0.15%"</i> with <i>"0.075%"</i>
7.9	<p>Insert the words <i>"or to the cost of relocating any fence"</i> at the end of the first sentence and at the end of the clause insert the following words:</p> <p><i>"The Parties acknowledge that this clause is an agreement made between adjoining owners about a dividing fence for the purposes of section 10 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld) and does not merge on Settlement."</i></p>
10.9	<p>Insert new sub-clauses (6), (7), (8) and (9) as follows:</p> <p><b>(6) Use of the word "including"</b></p> <p>"Including" and any similar expressions are not words of limitation.</p> <p><b>(7) Use of the word "or"</b></p>

	<p>In any combination or list of options, the use of the word "or" is not used as a word of limitation.</p> <p><b>(8) Things to be done and notices given by Buyer</b></p> <p>If this contract provides for something to be done by a certain date, the Buyer must do so by 5.00 pm, Brisbane time, on that date. Notices are required to be given by the Buyer at any time until 5.00 pm on the due date. Such notices given after 5.00 pm will be treated as given on the next Business Day.</p> <p><b>(9) Notices given by Seller</b></p> <p>Notices may be given by the Seller at any time until 11.59 pm on the date that they are given. Such notices given after 11.59 pm will be treated as given on the next Business Day.</p>
11.5	<p>Replace clause with:</p> <p><b>(1) Electronic Settlement is an Essential Term</b></p> <p>The parties agree that it is an essential term of this Contract that Settlement take place electronically by way of Property Exchange Australia (PEXA) and shall ensure their respective lenders (if any) are compliant with this essential term.</p>
Reference Schedule	<b>Settlement Date shall be 28 February 2023</b>

## 2. Management Rights

Settlement of the Contract is conditional upon:

- a) the Management Rights for community titles scheme 2505 being extinguished;
- b) there being no residual liability for the body corporate in respect of such extinguishment; and
- c) the Buyer being reasonably satisfied as to the matters in paragraphs (a) and (b) of this special condition.

In this special condition "Management Rights" means rights and obligations arising out of the appointment of a service contractor or caretaking service contractor, plus all ancillary rights such as occupation authorities, by-laws and licenses under the Body Corporate.

- 2.1 The Buyer acknowledges and accepts that the Management Rights held for the premises at the Contract Date shall be dissolved upon the later of the Settlement or the settlement of all of the Other Contracts (as this term is defined in Special Condition 5). The Buyer shall make no claim or dispute with the Seller, Body Corporate Committee, Body Corporate Manager, or any other party to the Management Rights directly or by extension.



2.2 The Buyer accepts that if the Buyer elects to settle less than all of the Contract and the Other Contracts (whether pursuant to Special Condition 5 or otherwise), the Buyer accepts that Management Rights may not be dissolved until all of the Contract and the Other Contracts are settled.

2.3 The Buyer shall not be responsible for any costs, fees or duties in relation to the dissolution of the Management Rights.

### **3. No requirement to provide a release of any Statutory Encumbrances which affect the Property**

3.1 The Seller hereby discloses to the Buyer that there may be Statutory Encumbrances affecting it.

3.2 The Buyer:

3.1.1 has had an opportunity to discover whether there are any Statutory Encumbrances that affect the Property;

3.1.2 agrees that it will not require the Seller to procure the release of any Statutory Encumbrance at any time;

3.1.3 will not seek compensation from the Seller in relation to any Statutory Encumbrance; and

3.1.4 will not seek to cancel this Contract or take any other step in the event that any Statutory Encumbrance is found to exist.

### **4. Conflict with Terms of Contract**

The terms and conditions of this Contract (including these Special Conditions) constitute the entire and only agreement between the parties in relation to the sale and purchase of the Property, and to the extent of any inconsistency between the Terms of Contract For Residential Lots in a Community Titles Scheme and these special conditions, the special conditions will prevail.

### **5. Simultaneous Settlements**

5.1 This Contract is subject to settlement with the 21 other contracts relating to the 21 other lots in Community Titles Scheme 2505 ("**Other Contracts**", as shown in the table below) and in this regard the parties agree that:

- a) the Buyer will not be bound by this Contract until such time as all of the Other Contracts have been entered into by the Buyer and their respective other parties;
- b) settlement of this Contract shall be conditional upon and subject to with settlement of all the Other Contracts at the same time;
- c) if for any reason one or more of the Other Contracts are terminated then, subject to the Buyers rights below, the Buyer may elect to terminate this Contract,

**PROVIDED THAT** in the event of there being –

- d) one or more of the Other Contracts to which the Buyer is not bound; or
- e) an inability or unwillingness of a Seller under one or more of the Other Contracts to proceed to settlement of their contract,

nothing shall prevent the Buyer from electing to proceed with the purchase or settlement, as the case may be, under one or more of the remaining Other Contracts, without prejudice to any rights the Buyer might have against a defaulting Seller under any of the Other Contracts.

5.2 If this contract terminates in accordance with this clause, the Deposit shall be fully refunded to the Buyer.

5.3 The details of the Property and lots subject to the Other Contracts are set out below:

Lot	Title Reference	Registered Owner
1.	18617204	PARAMOUNT ASSOCIATES PTY. LTD. A.C.N. 125 049 756
2.	18617205	PARAMOUNT ASSOCIATES PTY. LTD. A.C.N. 125 049 756
3.	18617206	JENNIFER LYNNE O'NEILL TERENCE ROBERT O'NEILL MARK NORMAN GOFFET PERSONAL REPRESENTATIVE UNDER INSTRUMENT 716739749
4.	18617207	STELLA MARY SARGEANT
5.	18617208	ROBEN SUPER PTY LTD A.C.N. 129 377 064 TRUSTEE UNDER INSTRUMENT 719321088
6.	18617209	COLIN JOHN WOODHOUSE
7.	18617210	DEVADAS NAIR LORRAINE MAREE NAIR JOINT TENANTS

Lot	Title Reference	Registered Owner
8.	18617211	SARKIS SULTAN
9.	18617212	ROGERS SUPERTREE PTY LTD A.C.N. 137 561 972 TRUSTEE UNDER INSTRUMENT 718698970
10.	18617213	ROBEN SUPER PTY LTD A.C.N. 129 377 064 TRUSTEE UNDER INSTRUMENT 719321088
11.	18617214	JOHNITA INVESTMENTS PTY LTD A.C.N. 081 453 554 TRUSTEE UNDER INSTRUMENT 714027079
12.	18617215	IAN FREDERICK WORLD HELEN CHRISTINE MILLINGTON TRUSTEE UNDER INSTRUMENT 714037567
13.	18617216	MARC CURZON HEFFERNAN KARIN KRUSE HEFFERNAN JOINT TENANTS
14.	18617217	QUEENSLAND LANDSCAPES PTY LTD A.C.N. 053 693 253 TRUSTEE UNDER INSTRUMENT 714079288
15.	18617218	WILLIAM ANTHONY WELFORD PEGLER ELIZABETH JEAN TOWNS JOINT TENANTS
16.	18617219	ANTHONY SEAN DEAR
17.	18617220	STEVEN WAYNE O'BRIEN PAULA JANE O'BRIEN JOINT TENANTS
18.	18617221	WILLIAM GORDON FOSTER
19.	18617222	STEVEN O'NEILL TANIA O'NEILL TRUSTEE UNDER INSTRUMENT 708942973
20.	18617223	ADAM CHRISTOPHER STAUNTON KYLIE ANN STAUNTON JOINT TENANTS
21.	18617224	SOMEMA PTY LTD A.C.N. 117 347 421 TRUSTEE UNDER INSTRUMENT 714516322
22.	18617225	JOHNITA INVESTMENTS PTY LTD A.C.N. 081 453 554 TRUSTEE 7/10 UNDER INSTRUMENT 714461360 QUEENSLAND LANDSCAPES PTY LTD A.C.N. 053 693 253 TRUSTEE 3/10 UNDER INSTRUMENT 714461360

## **6. Limitation of Liability**

6.1 The Buyer acknowledges that for reasons that may not be known as at the Contract Date, or for reasons that are beyond the control of the Seller or any other seller of any of the Other Contracts (the “**Other Sellers**”), the Seller or one or more of the Other Sellers may be unable to complete the Contract or the Other Contracts.

6.2 Except where:

- a) the Seller refuses to settle the Contract in accordance with its terms without a reasonable excuse, or
  - b) the Seller refuses to settle the Contract in order to deliberately prejudice, derail or otherwise preclude the Buyer’s contemporaneous settlement of this Contract and the Other Contracts,
- the Buyer agrees that the Seller’s liability in respect of the Seller or any Other Seller failing to effect settlement in accordance with the Contract or any Other Contract is limited to \$1.00.

## **7. Buyer has conducted investigations**

The Buyer has conducted its own investigations and enquiries in relation to the Property including a physical inspection of the Property and the results of those investigations and enquiries are satisfactory to the Buyer.

## **8. As is where is**

The Buyer:

8.1 has satisfied itself about:

- a) the condition, quality and state of repair of the Property;
- b) the purpose or use to which the Property can be lawfully used (including, without limitation any restrictions on its use or development);

- c) the value of the Property;
- d) the fitness or suitability of the Property for any purpose or use the Buyer wants to use the Property;
- e) the rights and privileges pertaining to the Property;
- f) the means of access to the Property and any service connected to or provided to the Property;
- g) the existence or otherwise of any requirements of authorities relating to the Property including without limitation, resumptions, road dedications, road widenings, access limitation strips, notices, orders and similar matters, acts and things;
- h) the existence or otherwise of approvals, consents, permits, certificates and licences from authorities relating to the Property (or any conditions attaching to the same), including any failure to comply with or obtain any such approvals, consents, permits, certificates and licences (or any conditions attaching to the same); and
- i) the existence of any contamination, contaminant, waste, environmental harm (material, serious or otherwise), environmental nuisance or notifiable activity within the meaning of the Environmental Protection Act 1994 (Qld) and the Buyer agrees to indemnify the Seller in respect of all such matters;
- j) the existence or presence of any rubbish or chattels in the Property;
- k) the existence of any encumbrances on the title of the Property whatsoever, including any arising out of the Property being a Lot in a Community Titles Scheme;
- l) is purchasing the Property on an “as is, where is” basis with all its legal and other faults and defects latent and/or patent;
- m) will acquire and accept title and possession of the Property in the state of repair and condition as at the Settlement Date;

- n) is purchasing the Property and must take title to the Property subject to existing water, sewerage, drainage, gas, electricity and other installations and services (if any) and the rights of any authorities in relation to the same and the Buyer confirms that it has satisfied itself in relation to the nature, location, availability or non-availability, fitness for purpose and/or use of any such installations and services; and
- o) has not relied upon and will not rely upon any representation, search, advice or information made or provided by the Seller, the Seller's agent, the Seller's solicitor or any other person acting or purporting to act on behalf of the Seller and the Buyer releases and discharges every such person from all liability in connection with any representation, search, advice or information made or provided.

#### **9. No Warranty**

The Buyer agrees that no warranty is given or is to be implied about any of the matters referred to in Special Condition 8 or any other matter in connection with the Property and the Buyer cannot terminate this Contract or delay Settlement or claim compensation or damages in relation to any of the matters referred to in Special Condition 8 or any other matter in connection with the Property.

#### **10. Due Diligence**

- a) This contract is subject to and conditional upon the completion of due diligence investigations (including but not limited to property and body corporate searches, town planning and financial viability) to be conducted by the Buyer, at the cost of the Buyer, into the building and potential uses which the Buyers wish to carry out on the property by 23 December 2022 (the "due diligence date"). Such investigations must be satisfactory to the Buyer in their absolute discretion.
- b) The Seller will provide all such reasonable assistance to enable the Buyer to complete their enquiries of the property.
- c) The Buyer must give written notice to the Seller that:

- i. They are satisfied with their due diligence investigations or waives the benefit of Special Condition 10(a), in which case the Contract shall be unconditional in this regard; or
  - ii. They are not satisfied with their due diligence investigations and terminates this contract.
- d) The Seller may terminate this Contract by providing written notice to the Buyer if the Buyer fails to give written notice under clause 10(c) by 5.00pm on the Due Diligence Date. This is the Seller's only remedy for the Buyer's failure to give notice under clause 10(c).
- e) The Seller's right to terminate the Contract under special condition 10(d) is subject to the Buyer's continuing right to provide written notice to the Seller under special condition 10(c).
- f) In the event that this Contract is terminated under this special condition 10, then the deposit is to be refunded to the Buyer in full.

**Certificate Of Completion**

Envelope Id: 111CDA1B7CAB4516BD06F9948B746B3B

Status: Completed

Subject: Complete with DocuSign: Unit 21/649 Main Street, Kangaroo Point

Source Envelope:

Document Pages: 45

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Administration LJ Hooker Commercial

AutoNav: Enabled

brisbane@ljhc.com.au

Enveloped Stamping: Enabled

IP Address: 120.88.120.240

Time Zone: (UTC+10:00) Brisbane

**Record Tracking**

Status: Original

Holder: Administration LJ Hooker Commercial

Location: DocuSign

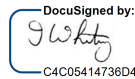
22-12-2022 | 15:57

brisbane@ljhc.com.au

**Signer Events**

Ian Whiting

ian.whiting@telstra.com

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
C4C05414736D4E3...Signature Adoption: Uploaded Signature Image  
Using IP Address: 115.70.236.50**Timestamp**

Sent: 22-12-2022 | 16:00

Resent: 03-01-2023 | 09:41

Viewed: 03-01-2023 | 10:32

Signed: 03-01-2023 | 10:33

**Electronic Record and Signature Disclosure:**

Accepted: 23-12-2022 | 10:51

ID: 2a0076e4-4d3d-40d9-bfb3-6f22baf3c5df

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

22-12-2022 | 16:00

Certified Delivered

Security Checked

03-01-2023 | 10:32

Signing Complete

Security Checked

03-01-2023 | 10:33

Completed

Security Checked

03-01-2023 | 10:33

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**



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- ii. send us an email to [sroberts@reiq.com.au](mailto:sroberts@reiq.com.au) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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07/04/22

SOMEMA PTY LTD ATF THE WHITING FAMILY PENSION FUND  
11 SWEETAPPLE PLACE  
MANLY WEST, QLD, 4179

Dear Sir/Madam

**RE:** **Section 206 - Disclosure Statement**  
THE QUARTERMAIN CTS 2505  
Plan Number: BUP13143  
Community Title Scheme Number: 002505  
649 MAIN STREET, KANGAROO POINT  
ABN: 54568227018  
Lot: 00021  
OWNER: Somema Pty Ltd ATF The Whiting Family Pension  
Fund

**Secretary:** Whittles Brisbane Pty Ltd  
PO Box 709  
Coorparoo QLD 4151  
  
P - 07 3917-6300  
E - info.brisbane@whittles.com.au

**Body Corporate** Whittles Brisbane Pty Ltd  
**Manager:** PO Box 709  
Coorparoo QLD 4151  
  
P - 07 3917-6300  
E - info.brisbane@whittles.com.au

**Committee:** The Body Corporate has a Committee as stated under the applicable  
Regulation Module (and Whittles Body Corporate Management Pty Ltd  
has been appointed to perform the function of the Committee for the  
provision of information relating to the Body Corporate and  
Community Management Act 1997).

**Levies Determined By The Body Corporate For This Lot:**

**Administrative Fund** - Based on contribution schedule lot entitlements

<b>Period</b>	<b>Amount</b>	<b>Due Date</b>
01/10/21 to 31/12/21	\$576.00	01/10/21
01/01/22 to 31/03/22	\$600.00	20/01/22
01/04/22 to 30/06/22	\$600.00	01/04/22
01/07/22 to 30/09/22	\$600.00	01/07/22
01/10/22 to 31/12/22 - interim	\$600.00	01/10/22

**Sinking Fund** - Based on contribution schedule lot entitlements

<b>Period</b>	<b>Amount</b>	<b>Due Date</b>
01/10/21 to 31/12/21	\$1.00	01/10/21
01/01/22 to 31/03/22	\$2.00	20/01/22
01/04/22 to 30/06/22	\$2.00	01/04/22
01/07/22 to 30/09/22	\$2.00	01/07/22
01/10/22 to 31/12/22 - interim	\$2.00	01/10/22

**Improvements On Common Property For Which Buyer Will Be Responsible:** Any improvement made by the Lot Owner with the authorisation of the Body Corporate

**Community Management Statement:**

The attached Community Management Statement includes information relating to the Regulation Module, Contribution Schedule Lot Entitlements and Interest Schedule Lot Entitlements.

**Body Corporate Assets Required To Be Recorded On The Register:** Nil

**Lot Entitlements:**

The Lot contribution lot entitlement value is 5 of a total 134.

The Lot interest lot entitlement value is 5 of a total 134.

Balance of Sinking fund at 07/04/2022 was \$26,683.56CR.

**Insurance Levies Not Included In Administrative Fund Levies:**

No separate insurance amount

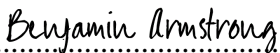
**Monetary Liability Under Exclusive Use By-Law**

As per the attached Community Management Statement.

**Insurance:**

Underwriting Agency	CHU Underwriting Agencies Pty Ltd	
Underwriter	QBE Insurance (Australia) Limited	
Broker	MGA Insurance Brokers	
Policy Number	CS0004999	
Expiry Date	25/09/2022	
Building / Common Property Cover	\$4,602,293	Excess \$500 (All claims)
Legal Liability	\$30,000,000	Excess
Office Bearer's Liability	\$5,000,000	
Catastrophe Cover	Not Insured	
Flood Cover	Not Insured	
Machinery Breakdown	Not Insured	Excess
Appeal Expenses	\$100,000	
Common Area Contents	\$46,022	
Fidelity Guarantee	\$100,000	
Government Audit Costs	\$25,000	
Legal Defence Expenses	\$50,000	
Loss of Rent/Temporary Accommodation	\$690,343	
Lot Owners Fixtures & Fittings	\$250,000	
Voluntary Workers	\$200,000/\$2,000	
Workers Compensation	Not Available	
Workplace, Health & Safety Breaches	\$100,000	

**Mortgages or Securities Over Body Corporate Assets: Nil****Information Prescribed Under Regulation Module: Building Format Plan - Accommodation Module**

DocuSigned by:  
  
 20786F48C46C4CB...

..... 21/12/2022

Seller/Sellers Agent Name      Witness Name      Date

.....

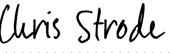
Seller/Sellers Agent Signature      Witness Signature      Date

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

x      22/12/2022

.....

Buyer's Name      Witness Name      Date

DocuSigned by:  
  
 C6E18B2EC0934E9...

..... 22/12/2022

Buyer's Signature      Witness Signature      Date

# TAX INVOICE

07/04/2022

**Whittles Brisbane Pty Ltd**  
**ABN 18 116 746 340**  
**PO Box 709**  
**Coorparoo QLD 4151**

Somema Pty Ltd ATF The Whiting Family Pension Fund  
11 SWEETAPPLE PLACE  
MANLY WEST QLD 4179

**DESCRIPTION:** Searching and completing document for provisions of Section 206,  
Body Corporate and Community Management Act 1997,  
Lot 00021 at 649 MAIN STREET, KANGAROO POINT

THE QUARTERMAIN CTS 2505

<b>FEE:</b>	As prescribed	\$113.63
	Plus 10% GST	\$11.36
<b>TOTAL DUE:</b>		<hr/> \$125.00

**OWNER:** Somema Pty Ltd ATF The Whiting Family Pension Fund

With Compliments

**FORM 14** Version 2

Land Title Act 1994 and Land Act 1994

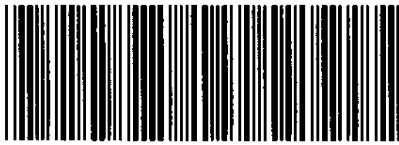
**GENERAL REQUEST**

QUEENSLAND LAND REGISTRY

Page 1 of 17

Dealing No.

Stamp Duty Imprint



**707368428**

**\$55.30**

09/01/2004 13:06

**GC 470**

**1. Nature of request**

Request to record new Community Management Statement for  
The Quartermain CTS 2505

Lodger Name, address & phone number

Attwood Marshall Lawyers

Suite 1 Level 3

7 Short Street

SOUTHPORT Q 4215

Ref: (13S)20033240:RB

**Lodger  
Code**

**GC305**

**2. Description of Lot**

Common property for The Quartermain  
CTS 2505

**County**

Stanley

**Parish**

South Brisbane

**Title Reference**

19213143

**3. Registered Proprietor/Crown Lessee**

Body Corporate for The Quartermain CTS 2505

**4. Interest**

Fee simple

**5. Applicant**

Body Corporate for The Quartermain CTS 2505

**6. Request**

I hereby request that: the new Community Management Statement deposited herewith which amends the regulation  
module applying to the Scheme be recorded as the Community Management Statement for The Quartermain CTS 2505

**7. Execution by applicant**

**Execution Date**

07/01/2004

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

**Robert Harry Kenneth Brandon**  
Solicitor

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



CMS Version 1

Body Corporate and Community Management Act 1997

QUEENSLAND LAND REGISTRY

**NEW COMMUNITY MANAGEMENT STATEMENT**

Page 1 of 14

16 T

**2505**

CMS LABEL NUMBER

**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

**1. Name of community titles scheme**

The Quartermain CTS 2505

**2. Regulation module**

Accommodation

**3. Name of body corporate**

Body Corporate for The Quartermain Community Titles Scheme 2505

**4. Scheme land**

Description of Lot

County

Parish

Title Reference

See Annexure "A"

**5. Name and address of original owner #**

Not applicable

**6. Reference to plan lodged with this statement**

Not applicable

# first community management statement only

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

Not applicable pursuant to Section 54(4) of the Body Corporate and Community Management Act 1997.

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

Execution Date

19 / 12 / 03



\*Execution

*[Signature]*  
 .....  
 chairperson

*[Signature]*

Committee Member

**FORM 20** Version 1

Land Title Act 1994 and Land Act 1994

**SCHEDULE**QUEENSLAND LAND REGISTRY  
Page 2 of 14<sup>16</sup>

Title Reference : 19213143

**ANNEXURE "A"**

SCHEME LAND – DESCRIPTION OF LOT	COUNTY	PARISH	TITLE REFERENCE
Common Property for The Quartermain CTS 2505	Stanley	South Brisbane	19213143
Lot 1 in BUP13143	Stanley	South Brisbane	18617204
Lot 2 in BUP13143	Stanley	South Brisbane	18617205
Lot 3 in BUP13143	Stanley	South Brisbane	18617206
Lot 4 in BUP13143	Stanley	South Brisbane	18617207
Lot 5 in BUP13143	Stanley	South Brisbane	18617208
Lot 6 in BUP13143	Stanley	South Brisbane	18617209
Lot 7 in BUP13143	Stanley	South Brisbane	18617210
Lot 8 in BUP13143	Stanley	South Brisbane	18617211
Lot 9 in BUP13143	Stanley	South Brisbane	18617212
Lot 10 in BUP13143	Stanley	South Brisbane	18617213
Lot 11 in BUP13143	Stanley	South Brisbane	18617214
Lot 12 in BUP13143	Stanley	South Brisbane	18617215
Lot 13 in BUP13143	Stanley	South Brisbane	18617216
Lot 14 in BUP13143	Stanley	South Brisbane	18617217
Lot 15 in BUP13143	Stanley	South Brisbane	18617218
Lot 16 in BUP13143	Stanley	South Brisbane	18617219
Lot 17 in BUP13143	Stanley	South Brisbane	18617220
Lot 18 in BUP13143	Stanley	South Brisbane	18617221
Lot 19 in BUP13143	Stanley	South Brisbane	18617222
Lot 20 in BUP13143	Stanley	South Brisbane	18617223
Lot 21 in BUP13143	Stanley	South Brisbane	18617224
Lot 22 in BUP13143	Stanley	South Brisbane	18617225

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 in BUP13143	10	10
Lot 2 in BUP13143	7	7
Lot 3 in BUP13143	6	6
Lot 4 in BUP13143	6	6
Lot 5 in BUP13143	6	6

**SCHEDULE**

TITLE REFERENCE: 19213143

Lot on Plan	Contribution	Interest
Lot 6 in BUP13143	6	6
Lot 7 in BUP13143	6	6
Lot 8 in BUP13143	6	6
Lot 9 in BUP13143	7	7
Lot 10 in BUP13143	6	6
Lot 11 in BUP13143	6	6
Lot 12 in BUP13143	6	6
Lot 13 in BUP13143	6	6
Lot 14 in BUP13143	6	6
Lot 15 in BUP13143	6	6
Lot 16 in BUP13143	6	6
Lot 17 in BUP13143	7	7
Lot 18 in BUP13143	5	5
Lot 19 in BUP13143	5	5
Lot 20 in BUP13143	5	5
Lot 21 in BUP13143	5	5
Lot 22 in BUP13143	5	5
<b>TOTALS</b>	<b>134</b>	<b>134</b>

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

Not applicable.

**SCHEDULE C BY-LAWS****1. DEFINITIONS**

1.1 In these by-laws the following terms have the following meaning unless the context otherwise requires.

- (a) "Act": Body Corporate and Community Management Act 1997 as amended from time to time.
- (b) "Body Corporate": the Body Corporate established upon the registration of the Building Units Plan pursuant to the Act.
- (c) "Building": the Building or Buildings and/or parts thereof including the Lots erected upon the Parcel.
- (d) "Building Units Plan": registered Building Units Plan No. 13143.
- (e) "By-laws" or "these By-laws": the By-laws herein contained or any specified part of them.
- (f) "Common Property": the common property created upon registration of Building Units Plan.

**SCHEDULE**

TITLE REFERENCE: 19213143

- (g) "Committee": the Committee of the Body Corporate appointed pursuant to the Act.
- (h) "Committee's Representative": a member of the Committee appointed from time to time for the purpose of representing the Committee.
- (i) "Lot": a Lot in the registered Building Units Plan.
- (j) "Parcel": all the land referred to in the registered Building Units Plan.
- (k) "Secretary": the Secretary of the Body Corporate appointed pursuant to the Act.

**2. INTERPRETATION**

2.1 In the interpretation of these By-laws unless the context otherwise requires.

- (a) Words importing any gender shall include all other genders.
- (b) Words importing persons shall include all bodies, associations, trusts, partnerships, instrumentalities and entities, incorporate or unincorporate, and vice versa.
- (c) Words importing the singular shall include the plural and vice versa.
- (d) Headings are included for convenience only and shall not effect the interpretation of these By-laws.

**3. USE OF LOTS**

3.1 Subject to the provisions of these By-laws, each Lot shall be used for purposes consistent with the Local Authority Town Planning Scheme and Approvals.

**4. NO ILLEGAL USE**

4.1 A proprietor shall not use the proprietor's Lot nor the Common Property for any purpose which may be illegal or injurious to the reputation of the proprietors or the Parcel or the general management of the Building.

**5. STRUCTURAL ALTERATIONS PROHIBITED**

5.1 No structural alterations shall be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system) without the prior written consent of the Committee.

**6. LOTS TO BE KEPT CLEAN**

6.1 All Lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

**7. KEEPING OF ANIMALS**

7.1 No dogs, cats, fish, birds, insects, reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept in any Lot or upon the Common Property except for the purposes of carrying out security contracts entered into by the Body Corporate. This By-law shall be read subject to the provisions of the Guide Dogs Act 1972-1984 and Section 30(12) of the Act.

**8. MAINTENANCE**

8.1 Each proprietor shall be responsible for the proper maintenance and decoration of his/her Lot.

**9. WINDOWS**

**SCHEDULE**

TITLE REFERENCE: 19213143

- 9.1 Windows shall be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

**10. BLINDS AND WINDOW COVERS**

- 10.1 No blinds, reflective material, shutters, awnings or other window cover shall be affixed externally to the Lot or the Building unless written consent thereto shall have firstly been obtained from the Committee.

**11. CURTAINS**

- 11.1 A proprietor shall not hang, install, renovate and/or replace curtains or curtain backings visible from outside the Lot, unless the curtains have a backing of such colour and design as shall be approved in writing by the Committee. In giving such approvals the Committee shall ensure so far as practicable that curtain backing used in all Lots present a uniform appearance when viewed from outside the Building.

**12. APPEARANCE OF LOTS**

- 12.1 A proprietor or occupier of a Lot shall not hang washing, towels, bedding, clothing or any other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on the common property or on any part of his Lot in such a way as to be visible from outside such Lot without the prior written consent of the Committee.

**13. ANTENNAE**

- 13.1 No television, radio or other electronic antenna or device of any type shall be erected, constructed or placed or permitted to remain on any Lot or on the common property without the prior written consent of the Committee.

**14. PAINTING AND AFFIXING OF SIGNS PROHIBITED**

- 14.1 A proprietor or occupier of a Lot shall not paint or affix any signs, advertisements, notices or posters to or on any part of the Lot, or the common property, nor do anything to vary the external appearance of such Lot or the common property without the prior written consent of the Committee.

**15. SECURITY OF LOTS**

- 15.1 All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Body Corporate and any agent of the Body Corporate reserves the right to enter and fasten the same if left insecurely fastened.

**16. WATER**

- 16.1 A proprietor or occupier of a Lot shall not waste water and shall see that all water taps on the proprietor's Lot and/or on the Common Property are promptly turned off after use.
- 16.2 The caretaker appointed from time to time by the Body Corporate shall periodically levy the owners of lots for the cost of water on the basis of lot entitlements and shall remit the funds at the direction of the Body Corporate Managers. The proprietors agree to pay the levies made in accordance with this By-Law and this By-Law constitutes authority for the caretaker to deduct the levies from any funds held by the caretaker in whatever capacity for the proprietor.

**17. FLAMMABLE LIQUIDS**

- 17.1 A proprietor or occupier of a Lot shall not use any chemicals, burning fluid, acetylene gas or alcohol in lighting or heating such Lot, nor in any other way cause or increase a risk of fire or explosion in such Lot.
- 17.2 A proprietor or occupier of a Lot shall not, except with the prior written consent of the Body Corporate, use or store in his Lot or upon the common property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes.

**18. INSURANCE**

- 18.1 A proprietor or occupier of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on his Lot or the common property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon such Lot or the common property or the regulations or ordinances of any public authority for the time being in force.

**19. NOISE AND NUISANCE**

- 19.1 NO noxious or offensive trade or activity shall be carried on upon the Parcel or in any Lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the proprietors and occupiers of other Lots or any other person lawfully using the common property.

**20. OUTDOOR RECREATIONAL AREAS**

- 20.1 The Swimming Pool and any other recreational facilities shall not be used between the hours of 10 pm and 6 am without the prior written consent of the Committee first having been obtained.

**21. DAMAGE TO THE COMMON PROPERTY**

- 21.1 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 (including the exterior of his Lot) except with the consent in writing of the Committee.

**22. DAMAGE TO LAWNS, ETC ON THE COMMON PROPERTY**

- 22.1 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.

**23. WATER APPARATUS**

- 23.1 The water closets, conveniences and other water apparatus including water pipes and drains in each lot shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- 23.2 Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by such proprietor or occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

**24. COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC**

- 24.1 A proprietor or occupier of a Lot shall give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot as often as may be necessary.

**25. COMMITTEE TO BE NOTIFIED OF INFECTIOUS DISEASES**

- 25.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot the proprietor or occupier of such Lot shall give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to

**SCHEDULE**

TITLE REFERENCE: 19213143

the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**26. THROWING OF RUBBISH**

- 26.1 A proprietor or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Lot.

**27. DEPOSITING RUBBISH ON COMMON PROPERTY**

- 27.1 A proprietor or occupier of a Lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another proprietor or occupier or of any person lawfully using the common property.

**28. GARBAGE DISPOSAL**

A proprietor or occupier of a Lot shall:-

- 28.1 Save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the common property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage.
- 28.2 Comply with all local authority By-laws and ordinances relating to the disposal of garbage.
- 28.3 Ensure that the health, hygiene and comfort of the proprietor or occupier of any other Lot is not adversely affected by his disposal of garbage.
- 28.4 Ensure that his car space is kept clean, tidy and free from all rubbish, refuse or like substance.

**29. OBSTRUCTION OF COMMON PROPERTY**

- 29.1 A proprietor or occupier of a Lot shall not obstruct lawful use of common property by any person.

**30. VEHICLES**

- 30.1 A proprietor or occupier of a Lot shall not park or stand any motor vehicle, boat, caravan, trailer or other vehicle upon the Parcel except within the car spaces provided for the use of proprietors and occupiers and except for the private vehicles of a visitor to an owner which shall only be parked or stood in the car spaces provided for such purposes.

**31. OBSTRUCTION OF PATHWAYS**

- 31.1 Pathways and driveways on the Parcel and any easement giving access to the Parcel shall not be obstructed by any proprietor or occupier of a Lot or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

**32. NOTICEBOARD**

- 32.1 The Committee shall cause a noticeboard to be affixed to some part of the common property.

**33. BY-LAWS TO BE EXHIBITED**

- 33.1 A copy of these By-laws (or a precis thereof approved by the Committee) shall be exhibited on the noticeboard.

**34. RULES RELATING TO THE COMMON PROPERTY**

- 34.1 The Committee may make rules relating to the common property not inconsistent with these By-laws and the same shall be observed by the proprietor or occupier of each Lot unless and until they are disallowed or revoked by a majority resolution at a general meeting of the proprietors.

35. **NOTICES TO BE OBSERVED**

- 35.1 A proprietor or occupier of a Lot shall observe the terms of any notice displayed on any part of the common property by authority of the Committee or of any statutory authority.

36. **OBSERVANCE OF THESE BY-LAWS**

- 36.1 The duties and obligations imposed by these By-laws on a proprietor or occupier of a Lot shall be observed not only by such proprietor or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier. A proprietor or occupier of a Lot shall take all reasonable steps to ensure that his tenants, guests, servants, employees, agents, children, invitees and licensees observe these By-laws.

37. **INSPECTION OF LOTS**

- 37.1 Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expenses of the proprietor or occupier of the Lot concerned in the case where such leakage or defect is due to any actual default of such proprietor or occupier or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such proprietor or occupier as is reasonable in the circumstances.

38. **REPAIRS BY THE BODY CORPORATE**

- 38.1 Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by a proprietor or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such proprietor or occupier or of any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

39. **MANAGEMENT AND SECURITY OF COMMON PROPERTY**

- 39.1 The Committee may take all reasonable steps to ensure the security and proper management of the Parcel, the Body Corporate's personal property, the common property and to ensure the observance of these By-laws and without limiting the generality of the foregoing may:-
- (a) Enclose or close off any part of the common property not required for ingress or egress to a Lot, car parking space or other facility for the common use of proprietors or occupiers either on a temporary or permanent basis or otherwise restrict the access to or use by proprietors of any such part of the common property;
  - (b) Permit access to any housekeepers office, linen room or any other similar room or area to be provided only to a caretaker or manager appointed by the Body Corporate;
  - (c) Permit any part of the common property designated by the Committee (other than those parts over which exclusive use to a proprietor has been granted) to be used (to the exclusion of proprietors and occupiers generally) by any party providing security services to the Body Corporate or any party providing caretaking or management services to the Body Corporate to the extent reasonably necessary to allow the monitoring of the security and general safety of the Parcel or the general caretaking and management of the Parcel; and



- (d) Obtain, install and maintain locks, alarms, gates, communication systems and other security devices and to issue to proprietors or occupiers keys and other operating systems on such reasonable conditions as the Committee determines which conditions shall be complied with by proprietors and occupiers.

**40. CONTRACTORS**

- 40.1 A proprietor or occupier of a Lot shall not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Committee or Body Corporate unless so authorised by the Committee or Body Corporate, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

**41. USE OF LOTS 1 & 2**

- 41.1 Lots 1 & 2 may be used for residential purposes and by any person or corporation appointed by the Body Corporate as the Caretaker and/or Letting Agent for the purpose of the caretaking of the Building and the Common Property and/or the letting of Lots and/or all other services ancillary thereto including without limitation the sales of foods and beverages.

**42. CARETAKING AND LETTING AGREEMENTS**

- 42.1 The Body Corporate shall have the power to enter into agreements with the proprietor from time to time of Lots 1 and/or 2 granting such proprietor the right to act as caretaker of the building and the common property and the exclusive right to conduct business from within the parcel in relation to the letting of lots and/or all other services ancillary thereto including without limitation the sales of food and beverages. Such agreements shall be on such terms as the body corporate may determine in its absolute discretion.

**43. SALE OF LOTS**

- 43.1 Whilst Dafute Pty Ltd or its successors, assigns, or nominee remains a proprietor of any Lot in the Parcel it and its respective servants and/or agents shall be entitled to utilise any Lot on the Parcel of which it remains proprietor as a display Lot for the purpose of allowing prospective purchasers of any such Lot to inspect such Lot and further shall be entitled to place such signs or other advertising and display material in and about such Lot, and about other parts of the common property other than the subject Lot, which signs shall in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Parcel, and shall not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary.

**44. EXCLUSIVE USE OF AREAS**

- 44.1 Whilst Dafute Pty Ltd or its successors, assigns or nominee remains a proprietor of any Lot in the Parcel, it may use any Powers of Attorney and/or proxy granted to it for the purposes of conferring on the Proprietors of Lots 9, 10 and 11 exclusive use or other special privileges in respect of the surface of the area adjoining those Lots to the rear boundary of the common property.

**45. COURTYARDS (EXCLUSIVE USE)**

- 45.1 The proprietors for the time being of Lots 9, 10 and 11 shall have the right to the exclusive use and enjoyment of (together with the rights of ingress thereto and egress therefrom), their own individual Courtyards, which areas are identified on the Plan in the First Schedule to this By-law.
- 45.2 The Exclusive Use of Courtyards designated pursuant to this By-law 45 shall be on the basis that such Courtyards are to be used for the purpose of garden usage only and that such proprietors shall not litter nor use the spaces so as to create nuisance.
- 45.3 The Body Corporate shall continue to be responsible to carry out its duties pursuant to Section 37(1)(b) and (c) of the Building Units and Group Titles Act 1980, at its own expense, in respect of all of the common property not the subject of this By-law nor the subject of any other By-law where it has been excused from doing so.

- 45.4 The proprietors are authorised to transpose an area of common property from one proprietor of a Lot to another proprietor/s of a Lot at any time and from time to time by giving written notice to the Body Corporate from both such proprietors.
46. **CAR PARKS (EXCLUSIVE USE)**
- 46.1 The proprietors for the time being of Lots 1 to 22 inclusive shall have the right to the exclusive use and enjoyment of (together with the right of ingress thereto and egress therefrom), their own individual Car Parks, which areas are identified on the Plan in the First Schedule to this By-law.
- 46.2 The Exclusive Use of Car Parks designated pursuant to this By-law 46 shall be on the basis that such Car Parks are to be used for the purpose of car parking only and that such proprietors shall not litter, nor store items, nor use the spaces so as to create nuisance.
- 46.3 The Body Corporate shall continue to be responsible to carry out its duties pursuant to Section 37(1)(b) and (c) of the Building Units and Group Titles Act 1980, at its own expense, in respect of this common property and all of the other common property where it has not been excused from doing so in any other By-law.
- 46.4 The proprietors are authorised to transpose an area of common property from one proprietor of a Lot to another proprietor/s of a Lot at any time and from time to time by giving written notice to the Body Corporate from both such proprietors.
47. **STORAGE SHED (EXCLUSIVE USE)**
- 47.1 The proprietor for the time being of Lot 1 shall have the right to the exclusive use and enjoyment of (together with the right of ingress thereto and egress therefrom), the Storage Shed, which area is identified on the Plan in the First Schedule to this By-law.
- 47.2 The Exclusive Use of Storage Shed designated pursuant to this By-law 47 shall be on the basis that such Storage Shed is to be used for the purpose of storing items only which are not flammable, dangerous or illegal, and that such proprietor shall not litter nor use the space to as to create nuisance.
- 47.3 The Body Corporate shall continue to be responsible to carry out its duties pursuant to Section 37(1)(b) and (c) of the Building Units and Group Titles Act 1980, at its own expense, in respect of all of the common property not the subject of this By-law nor the subject of any other By-law where it has been excused from doing so.
- 47.4 The proprietors are authorised to transpose an area of common property from one proprietor of a Lot to another proprietor/s of a Lot at any time and from time to time by giving written notice to the Body Corporate from both such proprietors.
48. **STOREROOM (EXCLUSIVE USE)**
- 48.1 The proprietor for the time being of Lot 1 shall have the right to the exclusive use and enjoyment of (together with the right of ingress thereto and egress therefrom), the Storeroom, which area is identified on the Plan in the Second Schedule to this By-law.
- 48.2 The Exclusive Use of Storeroom designated pursuant to this By-law 48 shall be on the basis that such Storeroom is to be used for the purpose of storing items only which are not flammable, dangerous or illegal, and that such proprietor shall not litter nor use the space so as to create nuisance.
- 48.3 The Body Corporate shall continue to be responsible to carry out its duties pursuant to Section 37(1)(b) and (c) of the Building Units and Group Titles Act 1980, at its own expense, in respect of this common property and all of the other common property where it has not been excused from doing so in any other By-law.
- 48.4 The proprietors are authorised to transpose an area of common property from one proprietor of a Lot to another proprietor/s of a Lot at any time and from time to time by giving written notice to the Body Corporate from both such proprietors.

49. A person (which shall extend to corporations) shall pay on demand the whole of the body corporate's costs and expenses (including solicitor, collection agency and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or monies duly levied upon that person by the Body Corporate pursuant to the Act.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Nil

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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**Exclusive Use of Courtyards**

Lot	Courtyard
Lot 9 in BUP13143	Area marked <sup>9B</sup> 9 and identified as Courtyard on Plan annexed and marked "A".
Lot 10 in BUP13143	Area marked <sup>10B</sup> 10 and identified as Courtyard on Plan annexed and marked "A".
Lot 11 in BUP13143	Area marked <sup>11B</sup> 11 and identified as Courtyard on Plan annexed and marked "A".

**Exclusive Use of Car Parks**

Lot	Car Park
Lot 1 in BUP13143	Area marked <sup>1A 1B</sup> 1 and identified as Car Park on Plan annexed and marked "A".
Lot 2 in BUP13143	Area marked <sup>2A</sup> 2 and identified as Car Park on Plan annexed and marked "A".
Lot 3 in BUP13143	Area marked <sup>3A</sup> 3 and identified as Car Park on Plan annexed and marked "A".
Lot 4 in BUP13143	Area marked <sup>4A</sup> 4 and identified as Car Park on Plan annexed and marked "A".
Lot 5 in BUP13143	Area marked <sup>5A</sup> 5 and identified as Car Park on Plan annexed and marked "A".
Lot 6 in BUP13143	Area marked <sup>6A</sup> 6 and identified as Car Park on Plan annexed and marked "A".
Lot 7 in BUP13143	Area marked <sup>7A</sup> 7 and identified as Car Park on Plan annexed and marked "A".
Lot 8 in BUP13143	Area marked <sup>8A</sup> 8 and identified as Car Park on Plan annexed and marked "A".
Lot 9 in BUP13143	Area marked <sup>9A</sup> 9 and identified as Car Park on Plan annexed and marked "A".
Lot 10 in BUP13143	Area marked <sup>10A</sup> 10 and identified as Car Park on Plan annexed and marked "A".
Lot 11 in BUP13143	Area marked <sup>11A</sup> 11 and identified as Car Park on Plan annexed and marked "A".
Lot 12 in BUP13143	Area marked <sup>12A</sup> 12 and identified as Car Park on Plan annexed and marked "A".

**FORM 20** Version 1

Land Title Act 1994 and Land Act 1994

**SCHEDULE**

TITLE REFERENCE: 19213143

QUEENSLAND LAND REGISTRY

Page 12 of 14

Lot	Car Park <sup>a</sup>
Lot 13 in BUP13143	Area marked <del>13</del> <sup>13A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 14 in BUP13143	Area marked <del>14</del> <sup>14A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 15 in BUP13143	Area marked <del>15</del> <sup>15A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 16 in BUP13143	Area marked <del>16</del> <sup>16A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 17 in BUP13143	Area marked <del>17</del> <sup>17A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 18 in BUP13143	Area marked <del>18</del> <sup>18A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 19 in BUP13143	Area marked <del>19</del> <sup>19A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 20 in BUP13143	Area marked <del>20</del> <sup>20A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 21 in BUP13143	Area marked <del>21</del> <sup>21A</sup> and identified as Car Park on Plan annexed and marked "A".
Lot 22 in BUP13143	Area marked <del>22</del> <sup>22A</sup> and identified as Car Park on Plan annexed and marked "A".

**Exclusive Use of Storage Shed**

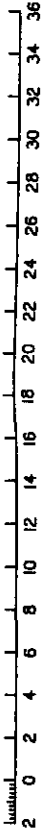
Lot	Storage Shed <sup>a</sup>
Lot 1 in BUP13143	Area marked <del>1</del> <sup>1C</sup> and identified as Exclusive Use Storage Shed on Plan annexed and marked "A".

**Exclusive Use of Storeroom**

Lot	Storeroom <sup>a</sup>
Lot 1 in BUP13143	Area marked <del>1</del> <sup>1D</sup> and identified as Exclusive Use Storeroom on Plan annexed and marked "B".

Sheet 1 of 4

**Scale 1:250 - Lengths are in Metres.**



Screws placed in concrete at the corners of Exclusive Use areas IB and IA-22A unless otherwise otherwise shown.

**Exclusive Use area IC is defined by the external face of the walls of a metal garden shed.**



We Tobwest Pty Ltd AON 610 495 891 hereby certify that the details shown on this sketch plan are correct.

MARK ROBERT VROEGOP  
LICENSED SURVEYOR  
DIRECTOR

LEE ROBERT DUMBELL  
LICENSED SURVEYOR/  
DIRECTOR

DATE 23/12/03

PLAN OF EXCLUSIVE USE OF  
COMMON PROPERTY OF  
"THE QUARTERMAIN" C.T.S.2505

Parish of SOUTH BRISBANE County of STANLEY  
Client BODY CORPORATE FOR "THE QUARTERMAIN" Local Authority BRISBANE C.C.

**L J Hewitt & Co**  
Consulting Surveyors

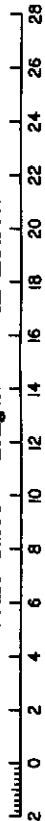
Licensed & Engineering Surveyors • Land Development Consultants  
15-17 Montague Street Email: [ljshawco@powerup.com.au](mailto:ljshawco@powerup.com.au)  
Stones Corner Qld 4120 Facsimile: (07) 3397 0466  
PO Box 234 Telephone: (07) 3397 0400  
Stones Corner Qld 4120

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6/15/15 10:59 AM

Sheet 2 of 4

Scale 1:200 - Lengths are in Metres.



Screws placed in concrete at the corners of Exclusive Use areas IB and 1A-22A unless otherwise shown.



We, the undersigned, being duly sworn, hereby certify that the details shown on this plan are correct.

*Mark Robert Dumbell*  
MARK ROBERT DUMBELL  
LICENSED SURVEYOR/  
DIRECTOR

*Lee Robert Dumbell*  
LEE ROBERT DUMBELL  
LICENSED SURVEYOR/  
DIRECTOR

DATE 23/12/03

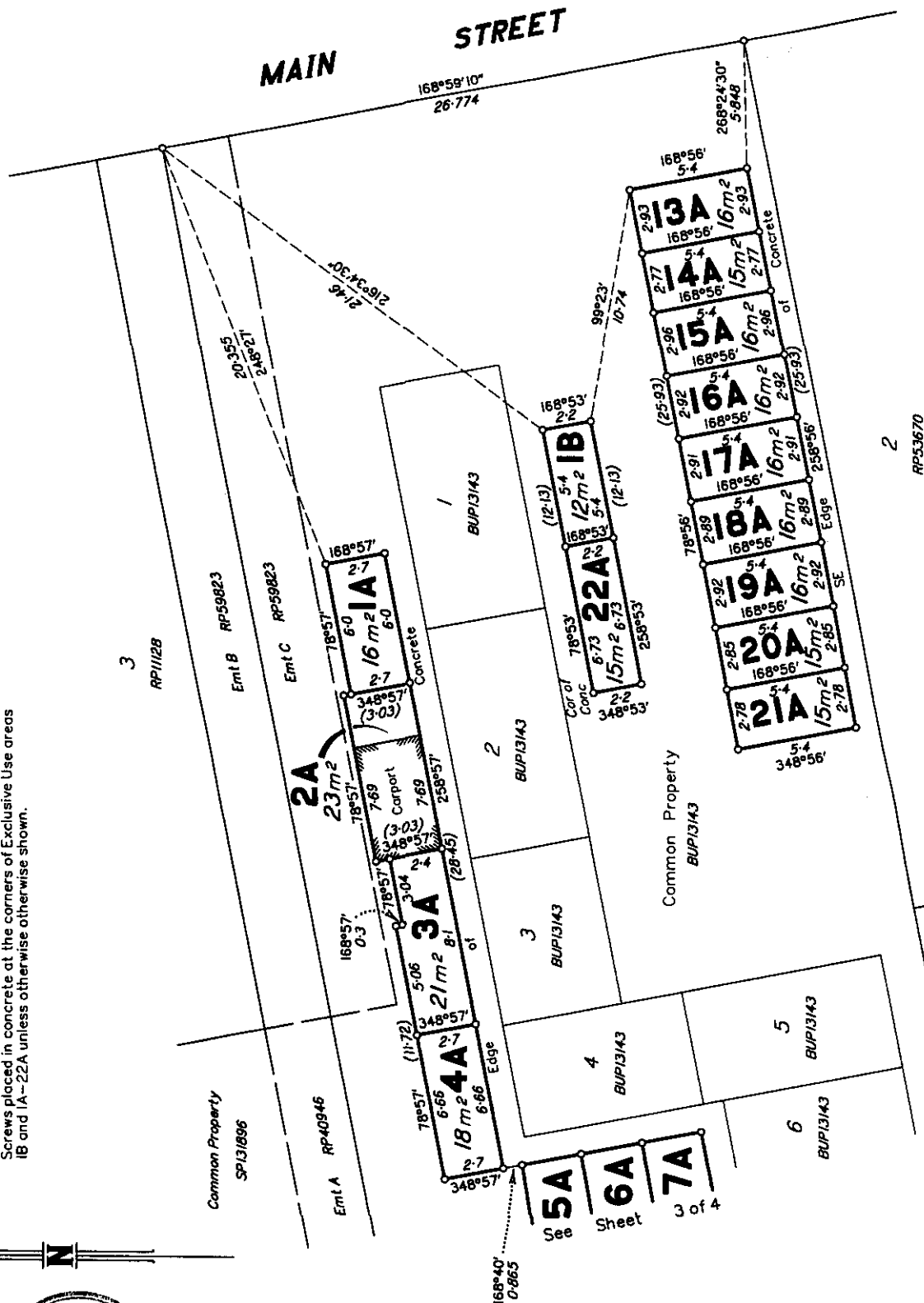
# PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF "THE QUARTERMAIN" C.T.S.2505

Parish of SOUTH BRISBANE County of STANLEY  
Client BODY CORPORATE FOR "THE QUARTERMAIN" Local Authority BRISBANE C.C.

## L J Hewitt & Co Consulting Surveyors

Licensed & Engineering Surveyors • Land Development Consultants  
15-17 Montague Street  
Stones Corner Qld 4120  
PO Box 234  
Stones Corner Qld 4120  
Email: lj@powerup.com.au  
Facsimile: (07) 3397 0466  
Telephone: (07) 3397 0400

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**Scale 1:200 - Lengths are in Metres.**



Screws placed in concrete at the corners of Exclusive Use areas IIB and IA-22A unless otherwise otherwise shown.

Exclusive Use area IC is defined by the external face of the walls of a metal garden shed.



We Tabwest Pty Ltd ACN 810 495 687 hereby certify that the details shown on this search page are correct.

MARK ROBERT VROEGE  
LICENSED SURVEYOR  
DIRECTOR

LEE ROBERT DUMBELL  
LICENSED SURVEYOR/  
DIRECTOR

DATE 23/12/03

PLAN OF EXCLUSIVE USE OF  
COMMON PROPERTY OF  
"THE QUARTERMAIN" C.T.S.2505

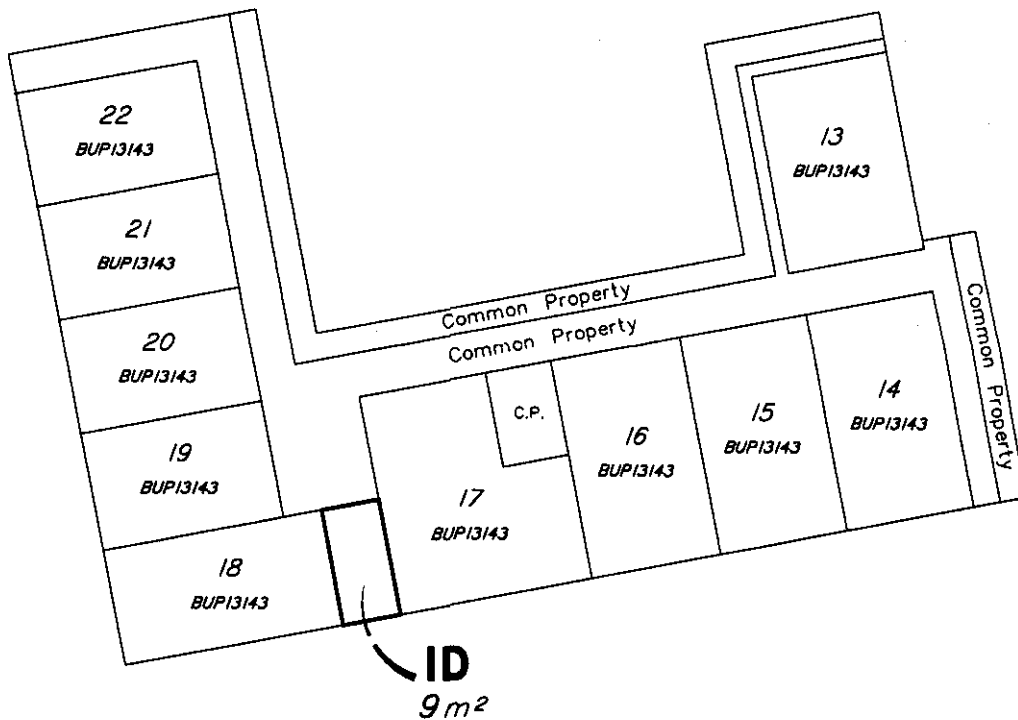
Parish of SOUTH BRISBANE County of STANLEY  
Client BODY CORPORATE FOR "THE QUARTERMAIN" Local Authority BRISBANE C.C.

**L J Hewitt & Co**  
Consulting Surveyors

Licensed & Engineering Surveyors • Land Development Consultants  
15-17 Montague Street Email : [tjshawco@powerup.com.au](mailto:tjshawco@powerup.com.au)  
Stones Corner Qld 4120 Facsimile : (07) 3397 0466  
PO Box 234 Telephone : (07) 3397 0400  
Stones Corner Qld 4120

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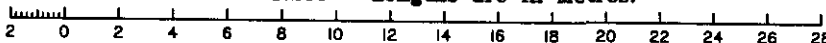
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Exclusive Use Area ID is defined by the centre of walls and limited to Level B.

**LEVEL B**

Scale 1:200 - Lengths are in Metres.



We Tabwest Pty Ltd ACN 010 495 891 hereby certify that the details shown on this sketch plan are correct.

MARK ROBERT DUMBELL OF LEE ROBERT DUMBELL  
LICENSED SURVEYOR OF LICENSED SURVEYOR/  
DIRECTOR DIRECTOR

DATE 23/12/03

Surveyor  
F.W.  
Date 19/12/2003  
Reg No LNH/93258-Ext Use 1C  
Drawn K.W.

**PLAN OF EXCLUSIVE USE OF  
COMMON PROPERTY OF  
"THE QUARTERMAIN" C.T.S.2505**  
Parish of SOUTH BRISBANE County of STANLEY  
Client BODY CORPORATE FOR "THE QUARTERMAIN" Local Authority BRISBANE C.C.

**L J Hewitt & Co**  
Consulting Surveyors  
Licensed & Engineering Surveyors • Land Development Consultants  
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Email : ljhecco@powerup.com.au  
Facsimile : (07) 3397 0468  
Telephone : (07) 3397 0400

93-258

PLAN & SKETCH (ONLY FOR INFO & NOT FOR CONSTRUCTION)