

Contract for Houses and Residential Land

Sixteenth 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 houses and residential land 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: 21-Jul-2021 | 10:10 PM AEST

SELLER'S AGENT

NAME: Jones Property Pty Ltd T/A Realway Property Professionals

ABN:
25605441236

LICENCE NO:
3925466

ADDRESS: PO Box 134

SUBURB: Everton Park

STATE: QLD **POSTCODE:** 4053

PHONE: **MOBILE:** 0439 941 501

FAX: **EMAIL:** megan.jones@realway.com.au

SELLER

NAME: FMVL SUPER PROPERTIES PTY LTD A.C.N. 603 811 874 TRUSTEE UNDER INSTRUMENT NO. 717110505

ABN:

ADDRESS: 20 Hoffman St

SUBURB: McDowall

STATE: QLD **POSTCODE:** 4053

PHONE: **MOBILE:** 0466590865

FAX: **EMAIL:** ac_guru@hotmail.com

NAME: **ABN:**

ADDRESS:

SUBURB:

STATE: **POSTCODE:**

PHONE: **MOBILE:** **FAX:** **EMAIL:**

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: River City Conveyancing

REF: **CONTACT:** Matthew Horrocks

ADDRESS: Level 9/371 Queen Street

SUBURB: Brisbane

STATE: QLD **POSTCODE:** 4000

PHONE: (07) 3013 2300

FAX: **EMAIL:** Matthew@rivercityconveyancing.com.au

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

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BUYER

NAME: GREG ADAM DOUGLAS SMALL ABN: _____

ADDRESS: 44 Devon Street,

SUBURB: North Epping STATE: NSW POSTCODE: 2121

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER'S AGENT *(If applicable)*

NAME: Grant Foley Property

ABN: _____ LICENCE NO: _____

ADDRESS: 45 Evans Street

SUBURB: Balmain STATE: NSW POSTCODE: 2041

PHONE: _____ MOBILE: 0407 447 043 FAX: _____ EMAIL: info@grantfoleyproperty.com.au

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: Pacific Law

REF: _____ CONTACT: Katy Whiting

ADDRESS: PO Box 1669

SUBURB: Sunshine Plaza STATE: QLD POSTCODE: 4558

PHONE: 07 5443 4744 MOBILE: _____ FAX: 54794953 EMAIL: katy.whiting@pacific law.com.au

PROPERTY

Land: ADDRESS: 27 Eromba Crescent

SUBURB: Ferny Hills STATE: QLD POSTCODE: 4055

☒ Built On ☐ Vacant

Description: Lot: 115

on: RP 108613

Title Reference: 13875126

Area: 620sqm ← (more or less) Land sold as: ☒ Freehold ☐ Leasehold ← if neither is selected, the land is treated as being Freehold.

Present Use: Residential Dwelling

Local Government: Moreton Bay Regional Council

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Excluded Fixtures:

Included Chattels: Dishwasher, reverse cycle, water tanks, solar system, garden shed

PRICE

Deposit Holder: RealWay Property Professionals Trust Account

Deposit Holder's Trust Account: Jones Property Pty Ltd T/A RealWay Property Professionals

Bank: Westpac Bank

BSB: 034 090

Account No: 18 1321

Purchase Price: \$ 856,000

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

Deposit: \$ 10,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.
On signing of the contract date.

\$ 15,000 Balance Deposit (if any) payable on:
Satisfaction of Building and Pest and Finance

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

FINANCE

Finance Amount: \$ Sufficient to Complete ← 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: Of Buyers Choice

Finance Date: 14 Days from Contract Date

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: 7 Days from Contract 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 rights relating to water supply, sewerage, drainage, electricity, telephone and other services in, passing through or over the property whether or not protected by a registered easement. There is a sewer pipe running across the back of the property as in the attached dial before you dig.

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

Tenancies:

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

TENANTS NAME:

Mark Nelson and Catherine Campbell

TERM AND OPTIONS:

Fixed Tenancy

STARTING DATE OF TERM:

02 March 2021

ENDING DATE OF TERM:

08 October 2021

RENT:

\$ 495 per week

BOND:

\$ 1980

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Managing Agent:

AGENCY NAME:

Self managed by seller

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

POOL SAFETY**Q1** Is there a pool on the Land or on an adjacent land used in association with the Land?☐ Yes☒ No Clause 4.2 of this contract does not apply**Q2** If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?☐ Yes Clause 5.3(1)(f) applies☐ No Clause 4.2 applies (except for auction and some other excluded sales)**Q3** If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?☐ Yes☐ No← **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.← **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

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

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

POOL SAFETY INSPECTOR**Pool Safety Inspector:** _____

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

Pool Safety Inspection Date: _____

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM*This section must be completed unless the Land is vacant.*

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

(select whichever is applicable)☒ installed in the residence☐ not installed in the residence← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

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

(select whichever is applicable)☒ installed in the residence☐ not installed in the residence← **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.**NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011**

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

(select whichever is applicable)☒ is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or☐ is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.← **WARNING:** Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.**INITIALS** (Note: initials not required if signed with Electronic Signature)

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GST WITHHOLDING OBLIGATIONS

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

(select whichever is applicable)

☐ Yes

☒ No

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

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

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

(select whichever is applicable)

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

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

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

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-15) (Sixteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

1. The parties agree that this Contract shall become effective if counterparts hereof respectively signed by the parties are exchanged between the parties by means of facsimile or by email transmissions in accordance with the provisions herein relating to giving of notices by electronic transmission. The Contract is not conditional on an original contract being signed but either party must sign an original if requested to do so by the other.
2. The Buyer and/or Seller consent to giving, sending and receiving documents and information including, but not limited to, the contract by electronic transmission pursuant to section 11 and 12 of the Electronic Transactions (Queensland) Act 2001.
3. The Buyer and/or Seller consent to having their signatures on documents including, but not limited to, the contract pursuant to Section 14 Electronic Transactions (Queensland) Act 2001 and they approve of the terms thereof.
4. See attached the following documents which form part of this Contract:-
 - (i) Title Search
 - (ii) Dial Before You Dig plans as attached
 - (iii) Flood Check

SETTLEMENT

Settlement Date: 45 Days from Contract Date

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

Place for Settlement: Brisbane

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

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SIGNATURES

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

Buyer: _____



Witness: _____

21-Jul-2021 | 5:08 AM PDT

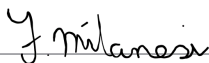
Buyer: _____

Witness: _____

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

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

Seller: _____



Witness: _____

21-Jul-2021 | 10:10 PM AEST

Seller: _____

Witness: _____

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

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

Deposit Holder: _____

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

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TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract:

- (1) Terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
 - (2) Unless the context otherwise indicates:
 - (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
 - (b) **"ATO"** means the Australian Taxation Office;
 - (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
 - (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
 - (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
 - (f) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
 - (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
 - (h) **"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);
 - (i) **"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;
 - (j) **"Compliance or Exemption Certificate"** means:
 - (i) a Pool Safety Certificate; or
 - (ii) a Building Certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
 - (k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
 - (l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
 - (m) **"Court"** includes any tribunal established under statute;
 - (n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
 - (o) **"Encumbrances"** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
 - (p) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (q) **"Financial Institution"** means a Bank, Building Society or Credit Union;
 - (r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
 - (s) **"GST"** means the goods and services tax under the GST Act;
 - (t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
 - (u) **"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;
 - (v) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (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;
 - (w) **"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;
 - (x) **"Notice of No Pool Safety Certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
 - (y) **"Notice of Nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
 - (z) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
 - (aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
 - (bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
 - (cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
 - (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date;
 - (dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
 - (ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;
 - (ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
 - (gg) **"Property"** means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
 - (hh) **"Rent"** means any periodic amount payable under the Tenancies;

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- (ii) **"Reserved Items"** means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (jj) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (kk) **"Transfer Documents"** means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (ll) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

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

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; 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, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
 - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (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 Land and Improvements; and
 - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
 in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and

- (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
- (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), 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 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 separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land 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 area of the Land to the area of the parcel in the assessment; 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 Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading

made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.

- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (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 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.
- (13) 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.
- (14) Upon written request by the Buyer, the Seller will, prior to 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 AND POOL SAFETY

4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written Building Report from a Building Inspector and a written Pest Report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waive pursuant to clause 4.1(2).

4.2 Pool Safety

- (1) This clause 4.2 applies if:
 - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
 - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
 - (a) the issue of a Pool Safety Certificate; or
 - (b) a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued; by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
 - (a) the Buyer to arrange the inspection; and
 - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
 - (a) terminates this contract; or
 - (b) waives the benefit of this clause 4.2. The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2 ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the Land Registry Office in or nearest to the Place for Settlement.

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
 - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - (e) 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
 - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

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

- (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) manufacturer's warranties regarding the Included Chattels; and

(4) builders' warranties on the Improvements; to the extent they are assignable. 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 Land and the Improvements 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).

5.7 Consent to Transfer

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME

6.1 Time of the Essence

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

6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (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 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and

(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;

(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 6.2:

(a) "**Affected Party**" means a party referred to in clause 6.2(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;

(c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;

(d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;

(e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.

- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
 - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
 - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If there is:
 - (a) an error in the boundaries or area of the Land;
 - (b) an encroachment by structures onto or from the Land; or
 - (c) a mistake or omission in describing the Property or the Seller's title to it;
 which is:
 - (d) immaterial; or
 - (e) material, but the Buyer elects to complete this contract;
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("**Work or Expenditure**") must be fully complied with:
 - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
 - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.

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

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

- (1) once to read any meter;

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

8.3 Seller's Obligations After Contract Date

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

8.4 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; and
- (4) further copies or details if those previously given cease to be complete and accurate.

8.5 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

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.

- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

10.5 Business Days

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

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

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

11.2 Completion of Electronic Workspace

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

- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e),
 (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

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

11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:

- (a) the transaction is not a Qualifying Conveyancing Transaction; or
- (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
- (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.

- (3) If clause 11.5(2) applies:

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

11.6 Costs

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

11.7 Definitions for clause 11

In clause 11:

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

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

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

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

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

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

"ELNO" has the meaning in the ECNL.

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

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

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

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

CURRENT TITLE SEARCH
DEPARTMENT OF RESOURCES, QUEENSLAND

Request No: 37145525

Search Date: 07/05/2021 17:25

Title Reference: 13875126

Date Created: 15/04/1966

Previous Title: 13708128

REGISTERED OWNER

Dealing No: 717110505 04/03/2016

FMVL SUPER PROPERTIES PTY LTD A.C.N. 603 811 874

TRUSTEE

UNDER INSTRUMENT NO. 717110505

ESTATE AND LAND

Estate in Fee Simple

LOT 115 REGISTERED PLAN 108613

Local Government: MORETON BAY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10031182 (POR 11)
2. MORTGAGE No 717208776 22/04/2016 at 15:10
FRANCESCO MILANESI TRUSTEE
UNDER INSTRUMENT 717208776

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT THE STATE OF QUEENSLAND (DEPARTMENT OF RESOURCES) [2021]

Requested By: D-ENQ EQUIFAX



	<div data-bbox="1117 327 1422 443"> </div> <div data-bbox="711 390 911 436"> <h2>LEGEND</h2> </div>
	<p>Parcel and the location</p>
	<p>Pit with size "5"</p>
	<p>Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.</p>
	<p>Manhole</p>
	<p>Pillar</p>
	<p>Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.</p>
	<p>2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.</p>
	<p>Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.</p>
	<p>Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.</p>
	<p>Trench containing any INSERVICE/CONSTRUCTED (Power) cables.</p>
	<p>Road and the street name "Broadway ST"</p>
<p>Scale</p>	<p>0 20 40 60 Meters 1:2000 1 cm equals 20 m</p>



Emergency Contacts

You must immediately report any damage to the **nbn**TM network that you are/become aware of. Notification may be by telephone - 1800 626 329.



Sequence No: 109797641
 Job No: 21635674
 Location: 27 Eromba Crescent, Ferny Hills, QLD 4055



Legend

- Stormwater Point
- Stormwater
- Underground Data and Power Conduit
- Property Boundaries



Scale: 1:1000
 Expires: 14 Jun 2021

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Moreton Bay Regional Council nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

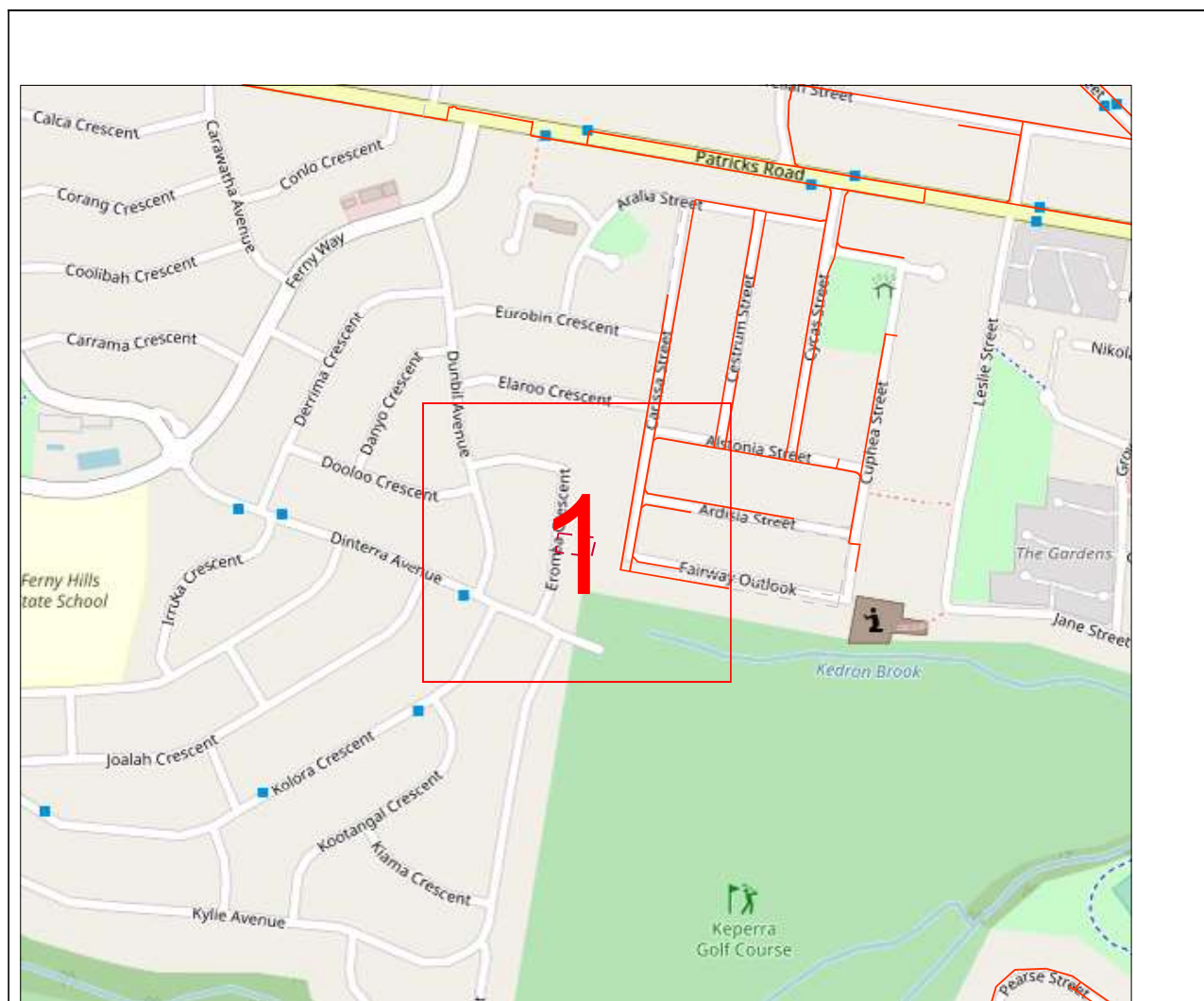


17/05/2021

SCALE: DO NOT SCALE

REF NO: 109797643

As work on APA underground plant is ongoing any drawing with an issue date of more than one month previous can no longer be considered valid. All persons planning civil works on any site are advised to contact APA to confirm location. All underground gas pipelines are the property of APA & are not to be accessed by unauthorised persons. All care is taken with preparation of the drawings & no responsibility is accepted for errors or omissions.



109797643

Scale: 1: 6000

0 0.08km



Data Source

Pipeline Data Copyright APA Group, Property Parcels Copyright QLD Government, UBD Imagery – Copyright Sensis, DBYD Dig Location provided by DBYD.

operated by



This map is created in colour and shall be printed in colour

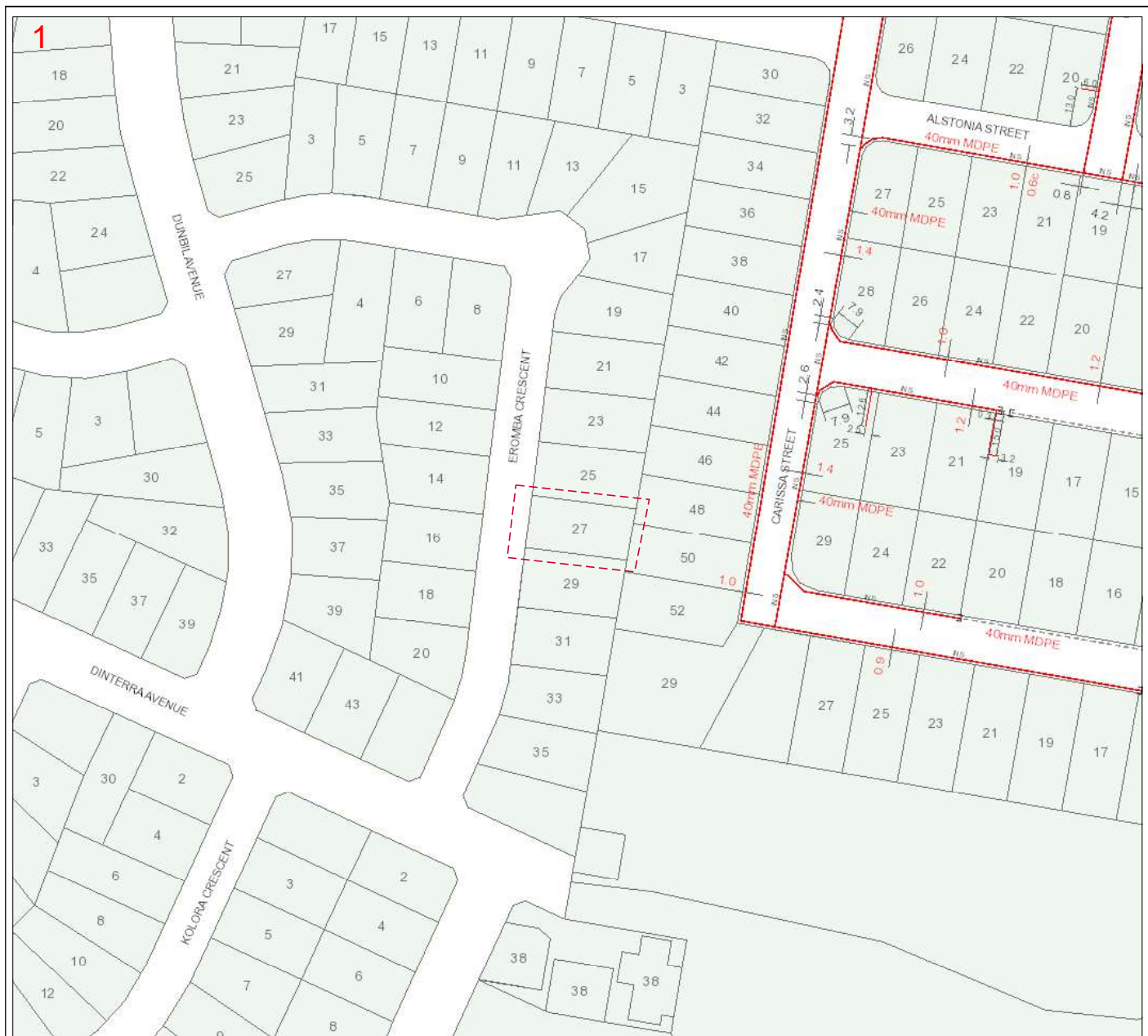
Legend

Distribution Main	Gas Assets and Fittings	Pipe Materials
Class 900 Transmission	Gate Station	CI Cast Iron
Class 600 Transmission	Regulator Station	CU Copper
Class 300 Transmission	Block/ Emergency Valve	GAL Wrought Galvanised Iron
High Pressure Steel	Isolation Valve	PGAL Poly Coated Wrought Galvanised Iron
High Pressure PE Trunk	Test Point	ST Steel
High Pressure/ Class 500	Syphon	NY/ NY11 Nylon
Medium Pressure PE/ Nylon	Anode	PE Polyethylene
Medium Pressure (Allgas)	Pipeline Marker	MDPE Medium Density Polyethylene
Low Pressure	Trace Wire Point	HDPE High Density Polyethylene
LPG	Reducer	DN Nominal Diameter
TLP	Pipe Connector/ Tee	OD Outside Diameter
Proposed/ Under Construction	Pipe Connector	
Idle Gas Pipe	End Cap	
Abandoned Gas Pipe		
Sleeve		

(1) Medium Pressure in AGN Nylon in Allgas

examples: 40PE in DN80 CI 40mm Polyethylene in an 80mm (Nominal Diameter) Cast Iron Sleeve
63PE 63mm Polyethylene inserted in another pipe

Line/ Polygon Request



109797643 Map Sheet: 1

Scale: 1: 1000

0 0.01km



Map Key:

1

Legend

Distribution Main

- Class 900 Transmission
- Class 600 Transmission
- Class 300 Transmission
- High Pressure Steel
- High Pressure PE Trunk
- High Pressure/ Class 500⁽¹⁾
- Medium Pressure PE/ Nylon
- Medium Pressure (Allgas)
- Low Pressure
- LPG
- TLP
- Proposed/ Under Construction
- Idle Gas Pipe
- Abandoned Gas Pipe
- Sleeve

⁽¹⁾ Medium Pressure in AGN/ Nylon in Allgas

Gas Assets and Fittings

- Gate Station
- Regulator Station
- Block/ Emergency Valve
- Isolation Valve
- Test Point
- Syphon
- Anode
- Pipeline Marker
- Trace Wire Point
- Reducer
- Pipe Connector/ Tee
- Pipe Connector
- End Cap

Pipe Materials

- CI Cast Iron
- CU Copper
- GAL Wrought Galvanised Iron
- PGAL Poly Coated Wrought Galvanised Iron
- ST Steel
- NY/ NY11 Nylon
- PE Polyethylene
- MDPE Medium Density Polyethylene
- HDPE High Density Polyethylene
- DN Nominal Diameter
- OD Outside Diameter

Examples:

40PE in DN80 CI

40mm Polyethylene in an 80mm (Nominal Diameter) Cast Iron Sleeve

63PE INS

63mm Polyethylene inserted in another pipe

Line/ Polygon Request

Data Source

Pipeline Data Copyright APA Group, Property Parcels Copyright QLD Government,
 UBD Imagery - Copyright Sensis, DBYD Dig Location provided by DBYD.

operated by

UNITYWATER DBYD MAPSequence Number: **109797644**Job Number: **21635674**

Printed On: 17/05/2021

Emergency Situations

Call Unitywater:

1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

	Extent of Unitywater Area
Water	
	Water Pump Station
	Water Service
	Water Valve
	Water Pipe (Abandoned)
	Water Hydrant
	Water Fitting
Water Main	
	Trunk Main
	Reticulation Main
Sewer	
	Sewer Pump Station
	Sewer Manhole
	Sewer Valve
	Sewer Fitting
Sewer Gravity Main	
	Trunk Main
	Reticulation Main
	Overflow Main
	Sewer Pipe (Abandoned)
Sewer Pressure Main	
	Pressure Sewer
	Rising Main
	Vacuum Main
	Pressure Sewer Service
	Sewer Service
Recycled Water	
	Recycled Water Pump Station
	Recycled Water Valve
	Recycled Water Hydrant
	Recycled Water Fitting
	Recycled Water Pipe (Abandoned)
	Recycled Water Main

Map Title: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)

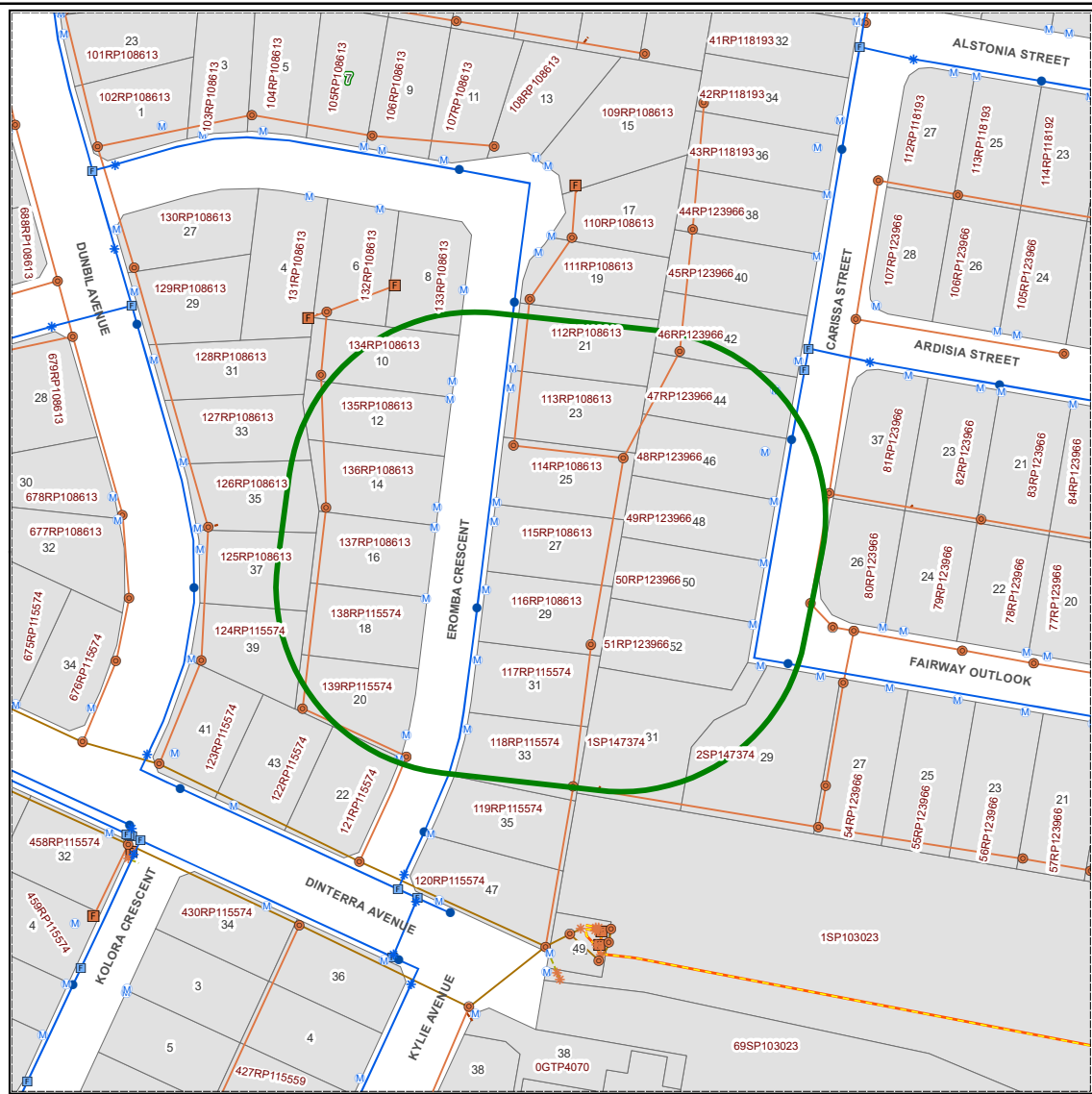


Unitywater
Dig Before You Dig
Geospatial Information Systems
Ground Floor, 33 King St
Caboolture QLD 4510
Inquiries: 1300 0 Unity (1300 086 489)
Email: dbyd@unitywater.com

Disclaimer

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Mapping details are supplied from information contained in Unitywater's records which may have been furnished to Unitywater by other persons. Unitywater gives no warranty or guarantee of any kind, expressed, implied, or statutory, to the correctness or accuracy of the map details or the degree of compliance with any standards in this matter. Persons making decisions with financial or legal implications must not rely upon the map details shown on this plan for the purpose of determining whether any particular facts or circumstances exist and Unitywater (and its officers and agents) expressly disclaim responsibility for any loss or damage suffered as a result of placing reliance upon this information.



Flood Check Property report

Property

Reference: Lot 115 Plan RP108613

**27 EROMBA CRESCENT
FERNY HILLS QLD 4055**

About this report

This *Flood Check Property Report* provides information from Council's Regional Flood Database **that is relevant for this property**.

Property specific information is provided about the four types of flooding that can affect the Moreton Bay region, which include:

- Flood
- Overland Flow
- Tidal Inundation
- Storm Tide

This report will help you to better understand the potential flood risks that currently apply to this property.

The report may also prove beneficial when preparing a flood emergency plan or applying for flood insurance.



Further information

The fact sheet included at the end of this report may assist with interpreting the contents of the report. Further information including flood maps and flood investigation reports are also available from Council's website: www.moretonbay.qld.gov.au/flooding

Are you planning building or development?

If planning new **building or development works on this property**, please refer to the:

Moreton Bay Regional Council's Planning Scheme: www.moretonbay.qld.gov.au/mbrclplanningscheme

Flood Check Development Report for this property: www.moretonbay.qld.gov.au/Services/Building-Development/Flood-Check

Council provides this information as a general reference source only and has taken all reasonable measures to ensure that the material in this report is as accurate as possible at the time of publication. However, the Council makes no representation and gives no warranty about the accuracy, reliability, completeness or suitability for any particular purpose of the information. To the full extent that it is able to do so in law, the Council disclaims all liability, (including liability in negligence), for losses and damages, (including indirect and consequential loss and damage), caused by or arising from anyone using or relying on the information for any purpose whatsoever. This information can change over time as Council's flood information is periodically updated.

PA_20210501_2214 2.9.2. Generated May 2021

Flood Check Property report

Summary

Reference: Lot 115 Plan RP108613

Flood

Flooding occurs when heavy rainfall causes the water levels in a river, creek or urban drainage system to rise and exceed the capacity of the main channel or pipe network.

This property is not affected by the 5% AEP, 1% AEP and 0.1% AEP Flood events.

Overland Flow

Overland flow is excess rainfall runoff that can cause flooding in gullies and depressions located upstream of rivers and creeks and also in areas where the runoff exceeds the capacity of urban drainage systems.

This property is outside Council's known Overland Flow mapping extents.

Small unmapped overland flow paths may affect any property after intense rainfall.

Tidal Inundation

Tidal inundation can occur on very low-lying coastal land during naturally occurring large high tides.

This property is above the estimated level of a *Highest Astronomical Tide (HAT)*.

Highest Astronomical Tides typically occur 2-3 times a year.

Storm Tide

Storm tide inundation can occur on low-lying coastal land when extreme weather conditions produce a storm surge resulting in sea levels above the normal tide levels.

This property is not affected by the 5% AEP, 1% AEP and 0.1% AEP Storm Tide events.

What is AEP?

Flood and storm tide information is provided for a range of event likelihoods. The likelihood of these events occurring is described in terms of their *Annual Exceedance Probability* or *AEP*.

AEP describes the likelihood of an event with a given magnitude or greater occurring in any given year and is usually expressed as a percentage. The 1% AEP event has a 1 in 100 chance (or 1% chance) of occurring in any given year and location.

Council provides this information as a general reference source only and has taken all reasonable measures to ensure that the material in this report is as accurate as possible at the time of publication. However, the Council makes no representation and gives no warranty about the accuracy, reliability, completeness or suitability for any particular purpose of the information. To the full extent that it is able to do so in law, the Council disclaims all liability, (including liability in negligence), for losses and damages, (including indirect and consequential loss and damage), caused by or arising from anyone using or relying on the information for any purpose whatsoever. This information can change over time as Council's flood information is periodically updated.

PA_20210501_2214 2.9.2. Generated May 2021

Flood Check Fact sheet

How to interpret a Flood Check Property Report

The *Flood Check Property Report* includes information about the potential flood risks that currently apply to the property.

What is included in the report

The Summary

The report begins with a summary of the potential flooding conditions anticipated for the property for each type of flooding. If the report indicates that the property is affected by one or more types of flooding, then further information about each type of flooding will be provided in the Technical Summary section on the following pages.

Flood

Flooding occurs when heavy rainfall causes the water levels in a river, creek or urban drainage system to rise and exceed the capacity of the main channel or pipe network.

Parts of this property are affected by the:

5% AEP Flood event
1% AEP Flood event
0.1% AEP Flood event

See the Technical Summary for further information.

Overland Flow

Overland flow is excess rainfall runoff that can cause flooding in gullies and depressions located upstream of rivers and creeks and also in areas where the runoff exceeds the capacity of urban drainage systems.

Parts of this property are within or adjacent to Council's known Overland Flow mapping extents.

Tidal Inundation

Tidal inundation can occur on very low-lying coastal land during naturally occurring large high tides.

Parts of this property may be below the estimated level of a Highest Astronomical Tide (HAT).

Highest Astronomical Tides typically occur 2-3 times a year.

Storm Tide

Storm tide inundation can occur on low-lying coastal land when extreme weather conditions produce a storm surge resulting in sea levels above the normal tide levels.

Parts of this property are affected by the:

5% AEP Storm Tide event
1% AEP Storm Tide event
0.1% AEP Storm Tide event

See the Technical Summary for further information.

Where we have been able to determine the floor level of the lowest building on the property, this is also provided, along with information on the survey accuracy of this floor level. In some cases, there may be more than one building on the property. The building determined to have the lowest floor level is indicated on the maps that are included in the Technical Summary section.

The Technical Summary provides details of the anticipated conditions for each type of flooding that could affect the property. For each of these, the source and currency of the flood information is provided, along with flood and storm tide level data where available.

The Data Tables

The Technical Summary section of the report contains data tables that provide the flood and storm tide levels across the property for Council's three standard flooding events. Flood levels can vary across a property, particularly for large or sloping properties. The minimum and maximum flood levels typically indicate flood levels at the upstream and downstream ends of a property.

Flood Event	Minimum Property Flood Level (m AHD)	Maximum Property Flood Level (m AHD)	Percent of Property Affected	Maximum Building Flood Level (m AHD)	Data Reliability
5% AEP	2.6	2.9	32%	2.8	A
1% AEP	2.7	3.0	53%	2.9	A
0.1% AEP	2.9	3.1	87%	3.0	A

The Technical Summary

The Technical Summary section is only included in a report when the property is subject to one or more types of flooding.

This section begins with reference level information for the property. Minimum, maximum and average ground level elevations are provided in metres AHD.

All elevations and flood and storm tide levels within the report are provided with reference to the Australian Height Datum or AHD. AHD is the standard elevation reference for mapping purposes adopted by the National Mapping Council of Australia. As a general guide, 0.0m AHD is approximately equal to mean sea level.

For each standard flooding event the data tables also provide:

- the estimated percentage of the property that would be inundated;
- the maximum anticipated flood or storm tide level within the footprint of the building with the lowest floor level; and
- a data reliability rating as an indicator of the current degree of confidence in the values provided.

The likelihood of these flooding events occurring is described in terms of their *Annual Exceedance Probability* or AEP. AEP describes the likelihood of an event with a given magnitude or greater occurring in any one year, usually expressed as a percentage.

Flood Check Fact sheet

Council's standard flooding events

The table below sets out the likelihood terminology and descriptions for Council's three standard flooding events. The annual chance of occurrence (AEP) and the estimated cumulative risk of flooding over a 30 year typical mortgage period are provided for each event.

AEP	Likelihood	Size	Description	Example Events within Moreton Bay Region
5%	High	Reasonably Large	<p>A reasonably large flood event that is very likely to occur during your lifetime. A flood of this size has a 1 in 20 chance (or 5% chance) of occurring in any given year and location.</p> <p>Over a 30 year mortgage period there is a 78% chance that a flood of this size would occur at least once.</p>	<p>May 2015 Middle reaches Caboolture River Upper reaches Cabbage Tree Creek</p> <p>June 2016 Terrors Creek Middle reaches Four Mile Creek</p> <p>March 2017 Middle reaches Cedar Creek</p>
1%	Medium	Large	<p>A large flood event that could possibly occur during your lifetime. A flood of this size has a 1 in 100 chance (or 1% chance) of occurring in any given year and location.</p> <p>Over a 30 year mortgage period there is a 26% chance that a flood of this size would occur at least once.</p>	<p>January 2011 Upper reaches North Pine River Middle reaches Burpengary and Cedar Creeks</p> <p>May 2015 Middle reaches Burpengary, Little Burpengary and Elimbah Creeks Lower reaches Todds Gully</p>
0.1%	Low	Very Large	<p>A very large flood event that is rare to witness during a lifetime. A flood of this size has a 1 in 1000 chance (or 0.1% chance) of occurring in any given year and location.</p> <p>Over a 30 year mortgage period there is a 3% chance that a flood of this size would occur at least once. Few people will ever experience an event of this size. Whilst rare, these exceptional events can and do occur.</p>	<p>January 2011 Terrors Creek</p> <p>May 2015 Middle reaches King Johns and Saltwater Creeks.</p>

Data Reliability Ratings

The flood and storm tide information provided in the report has been compiled from numerous sources and studies and is the best available information currently endorsed by Council.

The quality or reliability of the information available however, may not be uniform across the region. The data tables therefore include reliability ratings for the flood and storm tide data that can be used to infer the degree of confidence held in the data provided.

For those areas where the flood or storm tide information is considered to have a lower reliability a note is added to the reports of the affected properties. The areas of reduced data reliability are also shown with shading on the report maps.



Caboolture River at Morayfield Road January 2011

Flood Check Fact sheet

A description of each reliability rating is provided below.

Data Reliability Rating	Description
A	<u>Reliable - up to date</u> <i>The flood data is based on recent flood investigations and topographical information and is considered the most reliable flood information.</i>
B	<u>Reasonable - future changes possible</u> <i>The flood data is based on recent flood investigations or topographical information. However, changes to catchment conditions may have occurred, which could result in changes to the flood information in a future update.</i>
C	<u>Reasonable - subject to change</u> <i>The flood data does not include recent changes to the floodplain and is subject to change in a future update.</i>
D	<u>Indicative only</u> <i>The flood data is considered indicative only and is subject to change in a future update.</i>

Council's flood data is subject to regular reviews and updates, which can result in changes to the flood information provided for the property you are interested in. Council recommends that you periodically check back on Council's website to get an updated report.



Caboolture River at Morayfield Road January 2011

Interpreting the flood information

Determine your flood risks

When interpreting the information provided in the report you should consider your overall risk from the different types of flooding.

If you have not done so already, we recommend that you utilise Council's Flood Viewer to gain an appreciation of the potential flooding conditions in the areas surrounding the property, including roads frequently used. Flood Viewer is available from Council's website:

www.moretonbay.qld.gov.au/flood-viewer

Once you have understood the potential flooding conditions for the property you should then consider the potential **consequences** that may arise from the different types and sizes of flooding events:

- Which areas of the property could be flooded?
- Will flooding result in any damage to these areas?
- Will flooding affect my ability to travel to work/school?

Next consider what **actions** you would need to take to manage the consequences of flooding. Your actions should reflect the overall degree of risk to you, your family, your business and employees, and the home and assets.

Example 1

Your back yard is affected by shallow flooding during a rare 0.1% AEP flood event: - the potential consequences of flooding are likely to be minor; the chance of it happening is low; and therefore, your overall flood risk will be low.

Low likelihood flood
(0.1% AEP)

x

Minor
consequences

=

LOW RISK

Example 2

Your front yard and car port are affected by 0.5m deep flooding in a 1% AEP flood event: - the potential consequences of flooding are moderate; it's possible for this flooding to occur; and therefore, there is an overall medium risk.

Action: - Consider moving your car to higher ground early on in the event to prevent it from being damaged.

Medium likelihood
flood (1% AEP)

x

Moderate
consequences

=

MEDIUM
RISK

Flood Check Fact sheet

If you live in a flood prone area it is recommended that you prepare an **Emergency Plan** to plan for your safety during floods. For more information on preparing an emergency plan; getting your home and family ready; preparing an emergency kit; tuning into warnings and knowing where to find the latest disaster information; and generally being prepared for severe storms and flooding, visit the following websites:

www.moretonbay.qld.gov.au/disaster
<https://getready.qld.gov.au/homepage/>

Council also strongly recommends registering to the MoretonAlert service so you can receive important emergency management messages. For more information and online registration visit:

www.moretonbay.qld.gov.au/MoretonAlert

Understand the occurrence of large flood events

Annual Exceedance Probability (AEP) defines the probability of a flood level being equalled or exceeded in any one year. It is quite possible, and statistically correct, for large flood events to occur only a few years apart.

Flood records available for three of Moreton Bay Region's large river systems, the Caboolture, South Pine and Stanley Rivers, show multiple clusters of 3 to 5 significant flood events occurring within a 5 year period. There can be many years of lower rainfall separating these clusters of significant flood events.

Remember that although very large floods are unlikely, it is important that you are aware they can occur so you can plan for your safety.



North Pine River at Gympie Road January 2011

When to request a report

Council encourages everyone interested in a property to download a free report from our website to understand the risks of flooding that currently exist for the property. We recommend that a *Flood Check Property Report* be obtained both before purchasing a property and periodically thereafter to ensure that you have the latest and most up to date information.

When purchasing a property

When purchasing a property, you should use the information in the report to provide you with a better understanding of the potential flooding conditions for the property.

Your willingness and ability to undertake the necessary actions to manage these flood conditions should be considered when assessing the suitability of this property to your needs and lifestyle.

If you have any concerns or are uncertain about how to interpret the information, please contact Council or consult with a qualified professional engineer.

Need more information?

Further information including flood maps and flood investigation reports are available from Council's website: www.moretonbay.qld.gov.au/flooding

For more information or assistance, please contact Council on 07 3205 0555

by e-mail: flood@moretonbay.qld.gov.au

Or addressed in writing to:

Floodplain Management Team
 Moreton Bay Regional Council
 PO Box 159
 Caboolture QLD 4510

Bidders Registration, Authority to Bid and Terms of Use (Queensland)

1. Parties and Bidder Registration

BIDDER Full Legal Name(s): GREG ADAM DOUGLAS SMALL
OR:
Company Name: _____ A.B.N. _____
Name of the Officer of the Company: _____ Position Held: _____
(If the Property sells at the Openn Negotiation auction, then the bidder named above is taken to be the successful bidder)
Is the Buyer registered for GST and acquiring the Land for a creditable purpose? (select whichever is applicable) ☐ YES ☒ NO
Address: 44 Devon Street, North Epping, 2121, New South Wales, Australia
Phone: _____ Mobile: _____ Email: _____
ID PROOF OF IDENTITY. Document type: Drivers Licence Document identifier: 2049807952 Includes the Bidders name and address ☒
A proof of identity is a card or document that is issued by the government or a statutory authority of Queensland, the Commonwealth, another State or Territory, or by an authorised deposit taking institution. It can be a Drivers Licence and or a Passport.
Bidder's Solicitor: TDB Phone: _____ Email: _____
Solicitor's Address: _____

and;

SELLER Full Name(s): FMYL SUPER PROPERTIES PTY LTD A.C.N. 603 811 874 TRUSTEE UNDER INSTRUMENT NO. 717110505
Address: 20 Hoffman Street, McDowall, 4053, Queensland, Australia
Email: _____
(collectively referred to as the Parties)

2. Seller Agent and Auctioneer

The real estate agent duly authorised to act on behalf of the Seller in the sale of the Property.

SELLER AGENT Jones Property Pty Ltd Trading as Realway Property Professionals - Megan Jones

AUCTIONEER David Graham Luscombe

3. Buyer Agent (if any)

The real estate agent duly authorised to act on behalf of the Bidder to buy the Property:

BUYER AGENT Grant Foley Property

4. Property for Auction

4.1 The Bidder, once Registered, intends to become a Qualified Bidder and bid on the following Property by way of Openn Negotiation:

Number: 27 Street: Eromba Crescent
Suburb: Ferry Hills Postcode: 4055
Lot: 115 On: RP108613 Title Reference: 13875126
(the Property)

4.2 The Bidder acknowledges that Openn Negotiation

421 Is a type of Auction as defined in legislation and as outlined in these Terms.

422 Pursuant to s.107 Property, Occupations Act 2014 (QLD) the Auction is scheduled to conclude on 21 July 2021 (DATE), however, the Seller reserves the right to move the Final Bidding Stage and Auction from a set day to a new date on no less than twelve (12) hours notice to the Bidder in accordance with clause 6.4;

423 will be conducted through the Openn Negotiation App in accordance with these Terms.

5. Definitions and Interpretations

5.1 In these Terms the following have these meanings:

- | | |
|--|--|
| <p>(1) Act means the Property, Occupations Act 2014 (QLD);</p> <p>(2) App means the specialised software program designed to facilitate the Openn Negotiation and known as "Openn";</p> <p>(3) Auction means an auction conducted through the App and in accordance with these Terms;</p> <p>(4) Auctioneer means the Auctioneer appointed by the Seller or Seller Agent to conduct the Openn Negotiation, who must be licensed to conduct an Auction for the sale of property by public auction;</p> <p>(5) Campaign Bidding Stage means the stage of the Openn Negotiation that commences when the Property is listed on the App and ends at the earlier of the Property being sold or the commencement of the Final Bidding Stage;</p> <p>(6) Contract means the Contract formed between the Highest Bidder, or any Sole Bidder, who has made the Winning Bid, and the Seller incorporating these Offer Terms and the attached Appendix A;</p> <p>(7) Dummy Bidding means false or fictitious bids made by non-genuine bidders with no intention of buying the Property and also includes any bidding practices prohibited in the State;</p> | <p>(8) Fall of the Hammer means the time in the Final Bidding Stage when the App announces the Final Bidding Stage has ended and no further bids will be accepted from Qualified Bidders;</p> <p>(9) Final Bidding Stage means the stage of the Openn Negotiation at which Qualified Bidders make competing bids to purchase the Property through the App, with a time limit applying to the making of bids and the process concluding when the Property is sold or all bids are exhausted;</p> <p>(10) Highest Bidder means the Qualified Bidder who makes the highest bid for the Property in the Final Bidding Stage that is accepted by the Auctioneer;</p> <p>(11) Offer Terms means the terms the Bidder offers for the purchase of the Property that are set out in clause 7, which if accepted by the Seller and made by the Highest Bidder or Sole Bidder as the Winning Bid, will constitute part of a binding Contract entered into by the Highest Bidder or Sole Bidder with the Seller for the purchase of the Property;</p> <p>(12) Openn Negotiation means the process set out in these Terms according to which the sale is to be conducted using the App;</p> <p>(13) Operator means Openn Pty Ltd ACN 612 338 477</p> <p>(14) Owner means Openn Tech Pty Ltd ACN 607 908 636;</p> |
|--|--|

5. Definitions and Interpretations (continued)

- (15) **Pending Bid** means the opening bid made by a Bidder, through the App, that may be accepted by the Seller Agent in order to become a Qualified Bidder. The opening bid may be increased subsequently;
- (16) **Price** means the price at which the Property will be sold being:
- (1) the Winning Bid on the App; or
 - (2) if the Property does not sell during the Final Bidding Stage, any written price agreed to by the Bidder and Seller;
- (17) **Qualified Bidder** means a bidder who has fulfilled the requirements set out in clause 6.1 and has been approved by the Seller in accordance with clause 6.1.7;
- (18) **Reserve Price** is the minimum amount that the Seller will accept as the Winning Bid in the Openn Negotiation;
- (19) **Seller's Bids** means bids made by or on behalf of the Seller in accordance with the Act;
- (20) **Sole Bidder** means a Qualified Bidder who is the only Qualified Bidder in relation to the Property (i.e. the only bidder who has submitted to the Seller Agent Offer Terms that have been accepted by the Seller such that the bidder may take part in the Openn Negotiation);
- (21) **Standard Time** means the Australian Standard Time applicable to the State in which the Property is located;
- (22) **State** means the state or territory in which the Property is located;
- (23) **Terms** means these Openn Negotiation Bidder Registration, Authority to Bid and Terms of Use (Queensland);
- (24) **Unique Identification Number** means the unique identifying number provided by the App to each Qualified Bidder to allow them to be identified in the App;
- (25) **Winning Bid** means the successful bid made in the App which will be confirmed by the Bidder or the Auctioneer on the Contract as the Price for which the Property will be sold and includes, if applicable, the successful bid made by the Highest Bidder or any bid made by the Sole Bidder that is accepted by the Seller;
- 52 If the Bidder or Seller are two or more people or entities, then they are jointly and severally bound by these Terms.
- 53 (1) If any part of these Terms are unenforceable, illegal or void then that part is severed and the remainder of these Terms remain in force.
- (2) The Parties agree that the laws of the State will apply to the sale of the Property on the App (including, but not limited to, the laws that govern the sale of real property by public auction).
- (3) The Parties agree to submit to the courts of the State to determine any dispute in relation to these Terms.

6. Declaration and Terms

6.1 The Openn Negotiation process

- 6.1.1 The Bidder must become a Qualified Bidder to participate in the Openn Negotiation process. In order to become a Qualified Bidder, the Bidder must, prior to the Final Bidding Stage and after inspecting the Property:
- (1) download the App;
 - (2) access and register their details in the App;
 - (3) select the Property in the App;
 - (4) enter their Pending Bid in the App;
 - (5) complete the Offer Terms in clause 7;
 - (6) provide their contact details to the Seller Agent;
 - (7) the Offer Terms must state all terms upon which the Bidder is prepared to purchase the Property other than the proposed purchase price.

6.1.2 In the Campaign Bidding Stage, other Qualified Bidders may join the negotiation process.

6.1.3 Throughout the Campaign Bidding Stage, any Qualified Bidder may increase their bid by providing further bids through the App.

6.1.4 All Qualified Bidders will be able to see all accepted bids made on the Property. The Seller has instructed the Agent to only accept bids made by Qualified Bidders in accordance with these Terms. Any bids that do not comply with this clause would not be passed to the Seller.

6.1.5 The Campaign Bidding Stage finishes at the commencement of the Final Bidding Stage.

6.1.6 The Property can only be sold to a Sole Bidder pursuant to clause 6.7.

6.1.7 Prior to the Final Bidding Stage, the Seller will determine whether the conditions in each submitted Offer Terms are such that the Seller agrees to that potential Bidder being eligible to participate in the Openn Negotiation. If so, that potential bidder becomes a Qualified Bidder and the Seller Agent will approve the Qualified Bidder on the App. If the then Qualified Bidder is the eventual buyer, the conditions set out in the Offer Terms as agreed by the Seller, will be incorporated into and be part of the Contract entered into by the Seller and any Qualified Bidder who has become the buyer.

6.2 Once the Agent approves the Qualified Bidder on the App, the App will:

- (1) send a confirmation notification to the Qualified Bidder;
- (2) show when the Final Bidding Stage will commence as provided for in clause 6.5; and
- (3) provide them with a Unique Identification Number that will be used to identify them in the App.

6.3 Qualified Bidders are entitled to participate in the Openn Negotiation on the basis that:

- (1) other than the Price and as provided for in clause 6.6, the Seller and Qualified Bidders are bound by the Offer Terms;
- (2) any bid made on the App using a Qualified Bidder's Unique Identification Number will be deemed to have been made by that Qualified Bidder;
- (3) during the Campaign Bidding Stage and the Final Bidding Stage the Auctioneer may determine a minimum sum by which any bid must exceed the previous bid and no bid will be accepted that does not meet that requirement;
- (4) during the Final Bidding Stage, the App will set a time limit during which Qualified Bidders may consider whether or not to place a bid;
- (5) the Auctioneer may withdraw bids, at their complete discretion;
- (6) the Seller may not bid personally, either directly or by an agent or other representative;
- (7) Dummy Bidding and/or encouraging another party to engage in Dummy Bidding constitutes a breach of these Terms and may have serious consequences;
- (8) subject to clause 6.6, once commenced the Openn Negotiation cannot be terminated by the Seller or any other party until all bids are exhausted;
- (9) if there are one or more bids at or exceeding the Reserve Price, the bid made by the Highest Bidder will be recorded as the Winning Bid. The Winning Bid will be written on the Contract as the Price that the Bidder will purchase the Property;

(10) the Qualified Bidder is solely responsible for the operation of the App, internet and mobile access, and coverage to allow access to the App, access to the account, and the making of each bid in the Openn Negotiation;

6.4 Commencement of the Final Bidding Stage

The Final Bidding Stage will commence at the date and time nominated by the Seller provided that:

- (1) the Final Bidding Stage must commence between 8.00am and 9.00pm on the Standard Time; and
- (2) if the date and time for the Final Bidding Stage has changed since the Qualified Bidder entered their Pending Bid, the Seller Agent and/or the Auctioneer will use reasonable endeavours to contact that Qualified Bidder no less than 12 hours prior to the commencement of the Final Bidding Stage to advise when the Final Bidding Stage will commence.

6.5 Conduct of Final Bidding Stage

During the Final Bidding Stage, the Openn Negotiation will be conducted as follows:

- (1) during the Final Bidding Stage, the App will display the current highest bid. Qualified Bidders may choose to make a further bid exceeding what is then the highest bid by increments determined by the Auctioneer, in accordance with clause 6.3(3);
- (2) the App will display the Unique Identification Number for each Qualified Bidder and show which Qualified Bidder has made the highest bid at any point in the Final Bidding Stage;
- (3) during the Final Bidding Stage, the App will indicate:
 - (a) the minimum sum by which any bid must exceed the previous bid is determined by the Auctioneer through the App in accordance with clause 6.3(3); and
 - (b) the time period during which further bids may be made before the current bid is successful;
- (4) the Final Bidding Stage will proceed, with the Qualified Bidders increasing their bids, until all bids are exhausted within the time period set by the App;
- (5) the ultimate buyer of the Property will be the Qualified Bidder who bids the highest sum at or in excess of the Reserve Price that is accepted at the Fall of the Hammer;
- (6) once commenced, the Final Bidding Stage cannot be terminated by the Seller or any other party until all bids have been exhausted;
- (7) the Auctioneer may remove bids at their complete discretion if they think they are likely to have been made in error or bad faith;
- (8) as soon as practicable after the App records that the Highest Bidder has made the Winning Bid, the Highest Bidder or Auctioneer (on behalf of the Highest Bidder) will complete the Contract to incorporate the Offer Terms and the Price and sign the Contract;
- (9) if any dispute arises in relation to any bid, such dispute will be determined by the Auctioneer;
- (10) the Auctioneer may also pause the time limit for making bids during the Final Bidding Stage for the purpose of taking instructions from the Seller or conferring with Qualified Bidders, and such a pause will be displayed on the App and visible to all Qualified Bidders.

6.6 Reserve Price

- (1) The Property is offered for sale subject to a Reserve Price.
- (2) If no bid exceeds the Reserve Price in the Final Bidding Stage, the Seller is not obliged to sell the Property.
- (3) If one or more bids in the Final Bidding Stage equals or exceeds the Reserve Price, then the Seller must sell the Property to the Highest Bidder.
- (4) If none of the bids made by the Qualified Bidders equal or exceed the Reserve Price, the Seller may choose to negotiate with one or more of the Qualified Bidders to sell the Property.

6. Declaration and Terms (continued)

6.7 Purchase of the Property by a Sole Bidder

The Seller may accept Offer Terms and the price made in a bid by a Qualified Bidder during the Campaign Bidding Stage without commencing the Final Bidding Stage where there is only one Qualified Bidder who will then be the Sole Bidder and:

- (1) all bids by the Sole Bidder must be made through the App;
- (2) the Seller may accept any bid made by a Sole Bidder through the App without commencing the Final Bidding Stage;
- (3) if the Reserve Price has not yet been met, the Auctioneer must receive in writing from the Seller confirmation they will accept a lower Reserve Price;
- (4) this bid will then become the Winning Bid with acknowledgement to the Sole Bidder of the Seller's intention to accept their bid as the Winning Bid. The Sole Bidder or Auctioneer (on behalf of the Sole Bidder) will complete the Contract to incorporate the Offer Terms and the Price and sign the Contract.

6.8 Purchase of the Property otherwise than during the Campaign Bidding Stage or Final Bidding Stage

If the Property does not sell during the Final Bidding Stage, but an offer is made by a Qualified Bidder that is accepted by the Seller before noon (standard time)

the following day:

- (1) the sale must be on the Offer Terms (other than price); and
- (2) the sale will be conducted in accordance with these Terms.

6.9 Restarting the Openn Negotiation due to technical failure

- (1) The Auctioneer may allow the Openn Negotiation to time out during the Final Bidding Stage and be restarted if:

- (a) they reasonably consider that a technical problem has occurred with the App such that the Openn Negotiation cannot properly proceed; or
- (b) they reasonably consider that one or more Qualified Bidders are experiencing difficulties with the use of the App so that the Openn Negotiation cannot properly proceed.

- (2) If the Auctioneer cancels the Openn Negotiation in accordance with clause 6.9(1), the Seller Agent will contact the Qualified Bidders to advise them of a new Openn Negotiation (and a new Final Bidding Stage) provided that upon the Openn Negotiation restarting in these circumstances, no Qualified Bidder will be bound by any prior bid and will be free to recommence bidding at any amount they wish.

7. Offer Terms

The Bidder's offer to purchase the Property is subject to the following conditions which are incorporated into the Contract should the Bidder make the Winning Bid. In the event the Bidder does not sign the Contract, the Bidder appoints the Auctioneer as the Bidder's agent to incorporate the following information into the Contract:

7.1 Initial Deposit: \$ 10,000 payable at the time the Buyer signs the Contract
unless another time is specified as: _____

Balance Deposit: \$ 15,000 (if any) payable on Satisfaction of Building and Pest and Finance _____

Default Interest Rate: _____ %

7.2 Settlement Date: Negotiable

Settlement Location: Brisbane

7.3 Finance Amount: Sufficient to Complete

Financier: Of Buyers Choice

Finance Date: 14 Days from acceptance

7.4 Excluded Fixtures: N/A

7.5 Property Chattels including: Dishwasher, reverse cycle, water tanks, solar system, garden shed

7.6 Building and/or Pest Inspection Date: 7 days from Contract Date

7.7 Other Special Conditions: _____

The Contract otherwise incorporates the Contract for Houses and Residential Land, as set out in Appendix A.

8. Authority

8.1 In the event the Bidder makes the Winning Bid, the Bidder agrees to sign the Contract and do everything else necessary to transfer the Property to the Bidder.

8.2 The Bidder irrevocably appoints the Auctioneer as the Bidder's agent to incorporate the Offer Terms set out in clause 7 and the Winning Bid as the Price and to sign the Contract on the Bidder's behalf.

8.3 Further to clause 8.2, the Bidder authorises the Auctioneer to do the following things on their behalf, in respect of the Property if the Bidder makes the Winning Bid as the Highest Bidder or Sole Bidder for the purchase of the Property via the App:

- (1) complete the 'particulars' page on the Contract in respect of the Property, to incorporate the Offer Terms and the Price; and
- (2) sign the Contract in respect of the Property and exchange the Contract with the Seller of the Property.

The Bidder specifies that this authority begins immediately and expires automatically and without further effect on the day that is one day after the Final Bidding Stage.

8.1 The Bidder agrees to ratify and confirm anything the Auctioneer lawfully does in accordance with this clause 8.

8.2 The Auctioneer, Seller Agent and the Seller Agent's directors or licensed sales representatives (as the case may be) have the right, upon confirmation of the Winning Bid in the App, to accept the Highest Bidder or Sole Bidder's offer on behalf of the Seller on the Fall of the Hammer, and the conclusion of the Openn Negotiation process.

Signed by the Bidder

DocuSigned by:
X GREG ADAM DOUGLAS SMALL
FFFA0C2A4084AE...

Print Name: GREG ADAM DOUGLAS SMALL

Signed by the Bidder

X

Print Name: _____

9. Disclaimers and limitation of liability

9.1 The use of the App and all information and data provided on or through the App is entirely at the Bidder's own risk. The Bidder is responsible for all Bidder activity in connection with accessing and using the App.

9.2 Neither the Seller, Seller Agent, Auctioneer, Owner or Operator warrant, guarantee or make any representation that:

- (1) the App, or the server that makes the App available on the World Wide Web are completely secure, free of software viruses, disabling code or other harmful components;

- (2) the functions contained in any software or applications contained on or integrated with the App will operate uninterrupted or are error-free;
- (3) any errors and defects in the App will be corrected; and
- (4) unless expressly stated, the information provided on or through the App is suitable, reliable, accurate, current, complete or fit for any particular purpose.

9.3 Unless expressly stated, the information on the App is provided for information purposes, general interest and enquiry only. Before relying on the information on the App, the Bidder should verify the accuracy of the information and consult with an appropriate professional for specific advice tailored to the Bidder's situation.

9. Disclaimers and limitation of liability (continued)

- 9.4 To the extent permitted by law, the Seller, Seller Agent, Auctioneer, Owner and Operator exclude all liability for any loss or damage (including indirect and consequential loss) arising from or in connection with:
- (1) the Bidder's use of the App;
 - (2) the Bidder's reliance on any information provided on or through the App;
 - (3) any delay or inability to use any part of the App; and/or
 - (4) any failure to provide services or any information through the App.

9.5 Owner's Service

- 9.5.1 The Owner does not conduct the Openn Negotiation process and the Owner:
- (1) is not an auctioneer or real estate agent and does not claim to be;
 - (2) does not own or offer for sale the real estate listed on the App; and
 - (3) its role is limited to providing the App for the sale of the Property.
- 9.5.2 The Owner is therefore not responsible or liable:
- (1) in the event that the Seller or Bidder fails to complete a transaction;
 - (2) for the completion of the sale;
 - (3) for the state and condition of any Property listed on the App or for verifying the Property listed on the App.

9.6 Liability and Indemnity

- 9.6.1 The Operator, Owner, Seller Agent, Auctioneer and their officers, directors and employees will not be held liable, in any circumstances,

for any loss or damages which arise out of:

- (1) any use, attempted use and/or any technical failure of the App;
- (2) acting, or failing to act, on any information contained on or referred to on the App; and
- (3) any errors or defects in the App.

- 9.6.2 The Bidder and the Seller release and hold harmless the Seller Agent, Auctioneer, Owner and Operator and their officers, directors and employees from and against all actions, suits, demands, claims, losses, damages and costs whatsoever, whether at law or in equity arising out of:
- (1) any use, attempted use and/or any technical failure of the App;
 - (2) acting, or failing to act, on any information contained on or referred to on the App; and
 - (3) any errors or defects in the App.

- 9.7 The Bidder indemnifies and will keep indemnified the Seller's Agent, Auctioneer, Owner and the Operator and their officers, directors and employees from and against all actions, suits, demands, claims, losses (including indirect or consequential loss), damages and costs whatsoever, whether at law or in equity arising out of any breach of the App or these Terms.

- 9.8 The Seller, Seller Agent, Auctioneer, Owner and Operator accept no responsibility for any liability suffered by the Bidder as a result of not electing to have the Contract and these Terms reviewed by their lawyer.

10. Intellectual property

- 10.1 Unless otherwise indicated, the Parties acknowledge that:

- (1) the Owner owns or is licensed to use all intellectual property (including copyright, trademarks and designs) subsisting in the content (including any graphics, images, logos, text, material, software) on the App; and

- (2) the content on the App must not be modified, copied, reproduced, republished, framed, uploaded to a third party, posted, transmitted or distributed in any way except as expressly provided for on the App, or as expressly authorised in writing by the Owner.

11. Privacy

The Privacy Policy (available at <https://www.openn.com.au/privacy-policy>) forms part of these Terms.

By using the App, the Bidder and Seller consent to the collecting, handling and using personal information in accordance with the Privacy Policy.

12. Termination of access

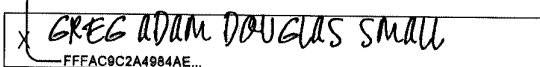
The Seller, Seller Agent, Auctioneer, Owner, Operator may terminate access to the App at any time without giving any explanation or justification for the termination of access. None of them are liable to the Bidder for any costs, losses or damages of any kind arising as a consequence of terminating access to the App.

Bidders Declaration

The Bidder:

- (1) confirms that if the Bidder is the purchaser of the Property, they confirm their agreement for the sale and settlement of the Contract for the Property as defined in the Act;
- (2) confirms they understand and agree that the Contract will be subject only to the Offer Terms set out in clause 7 (that may be transferred into the Contract by the Auctioneer or the App);
- (3) there is no cooling off period;
- (4) confirms that they have received, prior to signing this document, a copy of the form of the Contract and the Contract for Houses and Residential Land incorporated into the Contract for the Property; and
- (5) warrants that they have had an opportunity to obtain independent legal advice in relation to this document and the Contract

Bidder's Signature


FFFA09C2A4984AE...

Dated: 19:07:2021 | 04:22 GMT

Bidder's Signature

X

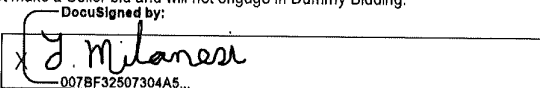
Dated: _____

Seller/s Declaration & Authority

The Seller:

- (1) confirms that they are the Seller of the Property and confirm their agreement for the sale and settlement of the Contract for the Property;
- (2) confirm their instructions to nominate, authorise and direct the Auctioneer and/or Seller Agent or its directors or licensed sales representatives to complete the details of the Contract to incorporate the Offer Terms made by the Highest Bidder or any Sole Bidder who has made the Winning Bid, including the Price;
- (3) confirm their instructions to nominate, authorise and appoint the Auctioneer as their agent to execute the Contract on the Seller's behalf; and
- (4) warrant they will not make a Seller bid and will not engage in Dummy Bidding.

Seller's Signature


007BF32507304A5...

Dated: 19:07:2021 | 04:40 GMT

Seller's Signature

X

Dated: _____

APPENDIX A

Insert a copy of the Contract for Houses and Residential Land

Certificate Of Completion

Envelope Id: 6DAF25CAA46A4547B95031AE59E27E2D

Status: Completed

Subject: Please DocuSign: Greg Small Contract.pdf, Greg Small Bidders Rego.pdf

Source Envelope:

Document Pages: 32

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Megan Jones

AutoNav: Enabled

PO Box 134

Enveloped Stamping: Enabled

Brisbane, QLD 4053

Time Zone: (UTC+10:00) Brisbane

megan.jones@realway.com.au

IP Address: 165.228.151.188

Record Tracking

Status: Original

Holder: Megan Jones

Location: DocuSign

21-07-2021 | 22:01

megan.jones@realway.com.au

Signer Events**Signature****Timestamp**

David Graham Luscombe



Sent: 21-07-2021 | 22:05

david.luscombe@freedomproperty.com.au

Viewed: 21-07-2021 | 22:06

Security Level: Email, Account Authentication
(None)

Signed: 21-07-2021 | 22:08

Signature Adoption: Drawn on Device

Using IP Address: 1.132.25.26

Electronic Record and Signature Disclosure:

Accepted: 21-07-2021 | 22:06

ID: 4ac006c5-4cb6-471e-8598-366b8cc46c04

Francesco Milanesi



Sent: 21-07-2021 | 22:08

ac_guru@hotmail.com

Viewed: 21-07-2021 | 22:09

Security Level: Email, Account Authentication
(None)

Signed: 21-07-2021 | 22:10

Signature Adoption: Drawn on Device

Using IP Address: 193.116.118.246

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 16-07-2021 | 11:15

ID: 31a7db70-f46d-43ec-835e-6730e5683c6b

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

21-07-2021 | 22:05

Certified Delivered

Security Checked

21-07-2021 | 22:09

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	21-07-2021 22:10
Completed	Security Checked	21-07-2021 22:10
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, RealWay Property Professionals Pty Ltd (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RealWay Property Professionals Pty Ltd:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 0439 941 501

To contact us by email send messages to: megan.jones@realway.com.au

To advise RealWay Property Professionals Pty Ltd of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at megan.jones@realway.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from RealWay Property Professionals Pty Ltd

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to megan.jones@realway.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with RealWay Property Professionals Pty Ltd

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to megan.jones@realway.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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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- Until or unless you notify RealWay Property Professionals Pty Ltd as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by RealWay Property Professionals Pty Ltd during the course of your relationship with RealWay Property Professionals Pty Ltd.