

CONTRACT
PARTICULARS OF SALE

ITEMS

1. **DATE:** See Special Condition 29.1
2. **VENDOR:** **GEORGE MARK MULLER AND JANICE JEAN MULLER**
3. **VENDOR'S SOLICITORS:** Courtice Neilsen, Lawyers, PO Box 7168, East Brisbane (Our Ref: Andrew Courtice)

 Phone: 07 33918866

 Facsimile: 07 33910387
4. **PURCHASER:** **GEORGE MARK MULLER, JANICE JEAN MULLER AND CLYDE MULLER ATF THE G.M. & J.J. MULLER SUPERANNUATION FUND**
5. **PURCHASER'S ADDRESS:** C/- Courtice Neilsen, P O Box 7168, East Brisbane 4169
6. **PURCHASER'S SOLICITORS:** Courtice Neilsen, Lawyers, PO Box 7168, East Brisbane (Our Ref: BAC)

 Phone: 07 33918866

 Facsimile: 07 33910387
7. **LOT SOLD:** Lot 2 in proposed plan SP No. 191431 to be registered over the land presently described in the First Schedule. The Lot is highlighted on the plans forming part of the Second Schedule of this Contract. The plans are incorporated in this Contract for identification purposes only.
8. **PURCHASE PRICE:** See Special Condition 29.2
9. **DEPOSIT:** Not applicable

COPY

10. **COMPLETION DATE:**
- Where the Plan is registered as at the date of this Contract within twenty-eight (28) days from the date of this Contract
 - Where the Plan is not registered as at the date of this Contract as set out in Clause 5.2 of this Contract.
11. **TRUSTEE:** Andrew Courtice of Courtice Neilsen, Lawyers
12. **LENDER OR CLASS OF LENDER:** NOT APPLICABLE
13. **THE APPROVAL DATE:** NOT APPLICABLE
14. **AMOUNT OF LOAN:** NOT APPLICABLE
15. **STATUS OF PURCHASER:** The Purchaser warrants that the Purchaser is not a "foreign person" or "a person to whom this section applies" pursuant to Clause 19 of this Contract.
16. **VENDOR'S ADDRESS FOR NOTICES:** Courtice Neilsen, Lawyers, PO Box 7168, East Brisbane: (Our Ref: Andrew Courtice)
- Phone: 07 33918866
- Facsimile: 07 33910387
17. **PURCHASER'S ADDRESS FOR NOTICES:** The address shown in Item 6, and if the said Item is not completed, the address shown in Item 5.
18. **DEFAULT INTEREST:** Thirteen per centum per annum (13%)

CONTRACT

This Contract is made on the date as noted in Item 1.

BETWEEN: The Vendor as noted in Item 2 at the address as noted in Item 3 (hereinafter called "the Vendor") of the One Part;

AND: The Purchaser as noted in item 4 at the address as noted in Item 5 (hereinafter called "the Purchaser") of the Other Part;

WHEREAS

- A. The Vendor is the registered proprietor of certain land more particularly described in the First Schedule (hereinafter called "the land").
- B. The Purchaser wishes to purchase from the Vendor an estate in fee simple in the Lot with a Lot entitlement as noted in the Community Management Statement contained in Annexure 2 to the Section 213 Statement annexed hereto.
- C. Subject to the terms hereof a separate freehold title of the Lot shall be conveyed to the Purchaser by the Vendor in consideration of the Purchaser paying to the Vendor the Purchase Price on the Completion Date.

1. SALE AND PURCHASE

- 1.1 The Vendor shall sell to the Purchaser and the Purchaser shall purchase from the Vendor the estate in fee simple in the Lot free from any mortgage, easement or other encumbrances other than as notified or provided for herein including any easements created or implied by the Act together with such rights as are appurtenant thereto.

2. PAYMENT OF THE PURCHASE PRICE

- 2.1 The Purchaser shall pay the Purchase Price as follows:-
 - (a) the deposit shall be paid directly to the Trustee. The deposit shall be in part payment of the Purchase Price and shall be payable as set out in Item 9.
 - (b) the balance of the Purchase Price shall be paid by the Purchaser to the Vendor on the Completion Date.

3. MONIES HELD BY THE TRUSTEE

- 3.1 Moneys paid to the Trustee shall be held in a Trust Account.

- 3.2 In the event the Lot is not registered at the date of this Contract then the Trustee shall be a Trustee as defined in Section 23(1) of the Land Sales Act 1984.

4. BANK GUARANTEE IN LIEU OF DEPOSIT

- 4.1 In lieu of payment of the deposit referred to in Clause 2.1 the Purchaser may provide to the Trustee within five (5) business days from the Approval Date mentioned in Item 13 a bank guarantee or a deposit bond for the amount of the deposit referred to in Item 9. The bank guarantee or the deposit bond whichever is provided by the Purchaser shall contain terms and conditions to the reasonable satisfaction of the Vendor's solicitors including if required an undertaking from the bank or guarantor under the deposit bond to pay unconditionally on demand to the Trustee the amount stated in item 9.
- 4.2 If the Purchaser fails to provide the bank guarantee or deposit bond in accordance with Clause 4.1 then the Vendor may by written notice to the Purchaser terminate this Contract. Regardless of whether the Vendor terminates the Contract or not, the Vendor shall be entitled to recover as a liquidated debt from the Purchaser the amount of the deposit referred to in Item 9. If the Vendor has not terminated this Contract at the time the amount of the deposit is recovered from the Purchaser then the Vendor shall pay the amount so recovered to the Trustee as Trustee under this Contract.
- 4.3 The Trustee may make demand on the bank guarantee or deposit bond for payment of the sum guaranteed in any circumstances in which the Vendor is entitled to forfeit and retain the deposit under the Contract at which time the Trustee shall deal with the monies received in accordance with the terms and conditions of this Contract.
- 4.4 On Completion the Purchaser shall pay the balance of the Purchase Price as set out in Item 8, such Purchase Price to be paid by way of cash or bank cheque (subject to any adjustments as provided for in this Contract) in which event the Vendor will return the bank guarantee or deposit bond to the Purchaser in exchange for the balance of the Purchase Price (adjusted as aforesaid), on Completion.
- 4.5 The Purchaser shall not prior to Completion do any act or sign any document which may cause the bank guarantee or deposit bond to be cancelled withdrawn revoked limited or varied in any way.

5. COMPLETION OF THE SALE

- 5.1 The completion of this sale and purchase shall take place on the Completion Date.

- (d) If there is a mortgage over the Lot, a release in respect of the Lot.
- 5.6 The Transfer and From 24 shall be prepared by the Purchaser at the expense of the Purchaser and delivered to the Vendor's solicitors at least seven (7) days prior to Completion to permit execution thereof by the Vendor.
- 6. **ADJUSTMENTS**
- 6.1 The Vendor shall pay or discharge all rates, taxes (including land tax), other outgoings (except insurance premiums on insurances effected by the Purchaser) and any other statutory charge with respect to the Lot up to and including the Completion Date.
- 6.2 The Purchaser shall pay or discharge all rates, taxes (including land tax), other outgoings and any other Statutory charge with respect to the Lot from but not including the Completion Date.
- 6.3 On Completion all rates, taxes, other outgoings and any other statutory charge shall be apportioned as follows:-
 - (a) in the case of those paid by the Vendor, on the amount actually paid; or
 - (b) in the case of those levied but unpaid, on the amount payable allowing any discount for early payment if the completion date is before the discount date.
 - (c) In the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority not less than three (3) days prior to Completion Date, on the amount advised by the relevant rating and taxing authority disregarding any discount for early payment.
- 6.4 If three (3) business days prior to the Completion Date a separate assessment of rates, taxes (including land tax), other outgoing or statutory charge has not issued or cannot be ascertained in respect of the Lot then an apportionment shall be made of the assessment or outgoing relating to the land and such apportionment shall be made on the basis that the Lot shall be liable to the proportion thereof which the contribution schedule lot entitlement of the Lot bears to the total contribution schedule lot entitlement of all Lots comprised in the Plan or to the total contribution schedule lot entitlement of all Lots comprised in the assessment as the case may be.
- 6.5 If the Purchaser is not able to obtain a clearance from any statutory authority in relation to any rate, tax (including land tax but subject to Clause 6.7 hereof), other outgoing or statutory charge in respect of the Lot or the land then the relevant rate, tax, other outgoing or statutory charge shall be adjusted between the parties on the basis that it has been paid and the Purchaser will accept an undertaking by the Vendor that upon assessment or notice thereof issuing it will forthwith pay the same and the Purchaser shall not be entitled to make any retention of the Purchase Price on account thereof PROVIDED THAT if the assessment or notice when issued is a different figure to that adjusted then the parties hereto agree to readjust the relevant rate, tax other outgoing or statutory charge so as to give effect to the basis set out in Clause 6.1 and 6.2 hereof.

- 6.6 Land Tax shall be apportioned on the basis that, as at midnight on the previous 30th June, the Vendor owned no land other than the Vendor's interest in the Lot.
- 6.7 Without derogating from the provisions of Clause 6.1 and 6.5, if land tax has not been paid for the year current at the Completion Date and the Commissioner of Land Tax issues an advice regarding land tax liability of land, the Purchaser may tender the sum specified in the advice to the Commissioner of Land Tax as part of the balance Purchase Price.
- 6.8 The Vendor hereby instructs any solicitor acting for the Vendor in this sale and purchase to accept a bank cheque payable to the Office of State Revenue for the amount referred to in Clause 6.7 on Completion and to provide an undertaking to attend to payment of the amount specified in the advice promptly after Completion.
- 6.9 If the Purchaser fails to pay either all or their portion of the rates, taxes, other outgoings or any other statutory or Body Corporate charge after the Completion Date the Vendor may pay all of such sums and the amounts so paid by the Vendor (less the Vendors proportion thereof if applicable) shall be recoverable forthwith by the Vendor from the Purchaser.
- 6.10 Any amount paid by the Vendor prior to the Body Corporate levying contributions under the Act which might properly have been paid by the Body Corporate or have been paid by the Vendor in satisfaction of the obligation imposed on the Vendor under the Act (including but not limited to insurance payments) is to be adjusted between the parties on the same basis as is provided for in Clause 6.4.

7. PURCHASER'S DEFAULT

- 7.1 If the Purchaser:-
- (a) fails to pay the deposit as provided in Clause 2.1; or
 - (b) pays the deposit by cheque which is post-dated; or
 - (c) pays the deposit by cheque which is not duly honoured on presentation;
- then immediately the Purchaser shall be in substantial breach of the Contract and the Vendor may:-
- (i) affirm the Contract and exercise the rights expressed in Clause 7.3; or
 - (ii) terminate the Contract and exercise the rights expressed in Clause 7.4.
- 7.2 If the Purchaser:-
- (a) fails to pay the balance Purchase Price as provided in Clause 2.1; or
 - (b) fails to comply with any of the terms or conditions of the Contract;
- then the Vendor may:-
- (i) affirm the Contract and exercise the rights express in Clause 7.3; or
 - (ii) terminate the Contract and exercise the rights expressed in Clause 7.4.

7.3 If the Vendor affirms the Contract pursuant to Clause 7.1(i) or Clause 7.2(i) the Vendor may:-

- (a) sue the Purchaser either for damages for breach of contract or for specific performance and damages in addition to or in lieu thereof; and
- (b) recover from the Purchaser as a liquidated debt the deposit or any part of it which the Purchaser has failed to pay;

7.4 If the Vendor terminates the Contract pursuant to Clause 7.1(ii) or Clause 7.2(ii) the Vendor may:-

- (a) elect to declare the deposit (or so much thereof as shall have been paid) forfeited and/or sue the Purchaser for breach; or
- (b) elect to declare the deposit (or such much thereof as shall have been paid) forfeited and/or resell the property as owner and if the resale is completed within two (2) years from the date of termination any deficiency and any expense arising from such resale shall be recoverable by the Vendor from the Purchaser as liquidated damages;

and in either case the Vendor may recover from the Purchaser as a liquidated debt the deposit or any part of it which has not been paid by the Purchaser.

7.5 The rights and powers conferred upon the Vendor by this Clause 7 are in addition to any other right or power which may be conferred upon the Vendor at law or in equity.

7.6 The Purchaser will indemnify the Vendor against any loss which the Vendor sustains as a result of the Purchaser's default and without limiting the generality of this indemnity the Vendor's loss will include such legal costs (on a solicitor and own client basis) which the Vendor may incur.

8. INTEREST ON LATE PAYMENTS

8.1 Without derogating from the strict effect of Clauses 2, 7 and 11 hereof, if any money (including the deposit) payable under or by virtue of this Contract is not paid when payable such money shall bear interest from the due date for payment to the date of payment both inclusive at the rate stated in Item 18 but if no rate is so stated at the Contract Rate (at the date the money became payable) per annum simple interest which interest shall be paid contemporaneously with the balance of Purchase Price.

8.2 Any judgment for any such money shall likewise bear interest from the date of judgment until the date of payment.

9. TITLE

9.1 The Purchaser shall take title to the Lot subject to the provisions of the Act, any regulations made pursuant to the Act and in particular to the following matters consequent upon registration of the Plan:-

- (i) the Lot entitlement as contained in the Community Management Statement and all other matters easements or endorsements contained in or endorsed upon or annexed to the Plan; and

- (ii) the easements for support, shelter and services expressed or implied in favour of or against a Lot proprietor of a Lot and all ancillary rights thereto by virtue of the Act; and
- (iii) all matters and things disclosed in the Community Management Statement contained in Annexure 2 to the Section 213 Statement including the by-laws of the Body Corporate as added to or amended pursuant to this Contract; and
- (iv) any transfers, lease, easement or other right over the common property or any part thereof given to the local government, South East Queensland Electricity Board, Powerlink, Energex, Telstra, Optus or any other statutory authority or any other purchaser of a Lot or Lots in the development or any other person;

AND no objection shall be taken or requisitions made by the Purchaser in respect thereof.

9.2 The Purchaser hereby waives the right to administer requisitions on title to the Vendor, and agrees to accept in lieu thereof the following warranties from the Vendor which the Vendor hereby gives, and the parties agree that there shall not be any further implied obligations upon the Vendor in respect of matters of title pursuant to this Contract. The said warranties are as follows:-

- (a) the Vendor will be, on Completion, the registered proprietor of the Lot in fee simple.
- (b) the Vendor is not aware of any proposed resumption or road realignment affecting the Lot, any latent defects in the land or in the development not disclosed or provided for in this Contract.
- (c) other than as disclosed by or provided for in this Contract, or as is imposed or implied by law, the Vendor has no knowledge of (or of circumstances which might give rise to) any prohibition or restriction on the use or enjoyment of the Lot, or of any encroachments by or onto the Lot.
- (d) on Completion, the Lot will be free from encumbrances or adverse claims and interest except for those authorised by, disclosed in or provided for in this Contract, and except for connections and mains for sewerage, water supply, storm water, drainage, gas, electricity supply, telephone services and any other services relating to the buildings or the development or the Lot whereby any lease, licence or easement is required in connection with the supply of any services to the development or to the Lot.
- (e) if there is a mortgage registered over the Lot, a release thereof in respect of the Lot will be provided hereof pursuant to Clause 5.5.
- (f) the Vendor will promptly pay as they fall due all rates, taxes, outgoings and any other statutory authority or Body Corporate charges levied in respect of the Lot prior to the Date of Completion.
- (g) the Vendor has full legal capacity to enter into this Contract and to complete this sale, and that no consent from any other person or authority to this sale is required on the Vendor's part.

- (h) there are no unsatisfied judgments, orders, decrees, or executions against the Vendor.
 - (i) no step has been taken by or against the Vendor, and no circumstances exist which could lead to the winding up of the Vendor, or the appointment of an official manager, a receiver or liquidator of the Vendor.
 - (j) if the transfer given to the Purchaser on the Completion Date is executed by an attorney of the Vendor, then the relevant power of attorney will have been registered at the Department of Natural Resources Brisbane.
 - (k) on completion the Body Corporate will not have any outstanding or contingent liabilities other than for:-
 - (i) its ordinary operating expenses; and
 - (ii) the insurances required by the Act; and
 - (iii) purposes or circumstances disclosed or authorised by the Act or by this Contract.
- 9.3 The Purchaser shall not be entitled to make objection, requisition, claim for compensation or damages or retain any part of the Purchase Price if:-
- (a) water, sewerage, stormwater drainage, gas, electricity, drainage, telephone or any other service to or through the Lot or the land is a joint service with any other Lot, land or building, or passes through or over any other land, or that any such service or services to other land or buildings pass through or over the Lot or the land; or
 - (b) there are encroachments onto the land or onto the common property, or encroachments on adjoining land by improvements on the land or the common property.
- 9.4 The Purchaser shall be entitled to a Lot the size and location of which is substantially in accordance with the Lot as described in the Second Schedule.
- 9.5 Subject to the provisions of Clause 9.6 the Vendor warrants that the Lot entitlement of the respective Lot in the development shall be as set out in the Community Management Statement contained in Annexure 2 to the Section 213 Statement attached hereto PROVIDED THAT if any time before the Purchaser becomes proprietor of the Lot the Community Management Statement is not accurate in that it does not conform with the details contained in Annexure 2 to the Section 213 Statement hereto the Vendor shall give the Purchaser a notice in writing that rectifies the inaccuracy.
- 9.6 The Purchaser shall not be entitled to make any objection, requisition, claim for compensation or retain any part of the purchase price by reason of:-
- (a) any minor variations as regards the Lot between the plan as produced to the Purchaser contained in the Second Schedule and the Plan as registered at the Department of Natural Resources. The Purchaser acknowledges that floor areas are approximate only and subject to final survey.

- (b) any alterations in the number, size, location or Lot entitlement of the Lot or Lots in the Plan or in or to the common property provided that the Lot entitlement of the Lot and the aggregate Lot entitlement of all Lots shall not be varied; or
- (c) any alteration or variation in the Plan pursuant to the matters referred to in sub-clause (a) or (b) of this Clause; or
- (d) any alteration or variation in the Plan as may become necessary during the course of developing the land by reason of matters beyond the control of the Vendor which may result from, inter alia, the requirements and directions of any governmental or semi governmental authority or as may be required by the practical exigencies of construction either by, but without limiting the generality of the foregoing, the dictates of good building practice and/or the availability of materials PROVIDED HOWEVER that the Vendor shall take all available and reasonable steps to adhere wherever possible to the Plan; or
- (e) any Lots including the Lot having a Lot number in the Plan as and when the Plan is registered which may differ from the Lot number referred to in the Contract and in the plan contained in the Second Schedule; or
- (f) any alterations or variations in the Community Management Statement including the insertion of plan numbers and title references; or
- (g) Intentionally deleted.
- (h) the Vendor causing the Body Corporate to have an extraordinary general meeting or general meeting or any other meeting whilst it is the sole member of the Body Corporate and electing or confirming the appointment of a committee of the Body Corporate including a chairman, secretary and treasurer and attending to any other matters or business the Vendor shall deem fit and necessary.
- (i) any encroachment on the parcel or the common property or encroachment on adjoining land by improvement on the parcel or the common property (other than encroachments on the lot or by the lot).
- (j) Deleted Intentionally.

9.7 The Purchaser acknowledges that if any of the matters alterations or variations referred to in Clause 9.6 shall occur they will not materially alter or prejudice the Purchaser's position.

9.8

- (a) The Purchaser shall not be entitled to take objection to any easements created or implied by the Act;
- (b) The Purchaser acknowledges that it is anticipated that it may be necessary for the Vendor to grant a further easement or easements to the Redcliffe City Council for stormwater and drainage over the common property of the development. The Purchaser agrees to take title to the Lot subject to such easements and any variations in such easement and the Purchaser shall not be entitled to take any objection to any action by the Vendor in registering the easement.

- 9.9 The Purchaser acknowledges that the Vendor as sole proprietor of the Body Corporate may cause the Body Corporate:-
- (a) to amend the by-laws of the Body Corporate in accordance with the Community management Statement contained in Annexure 2 to the Section 213 Statement and any variations thereof as it may in its absolute discretion deem desirable PROVIDED HOWEVER that the Vendor shall make no further amendment which shall materially prejudice the interests of the Purchaser without giving the Purchaser notice thereof; and
 - (b) intentionally deleted;
 - (c) to enter into a Body Corporate Management Agreement in the form set out in Annexure 1 to the Section 213 Statement attached hereto (or substantially in that form) with such modification that the Vendor may in its absolute discretion deem desirable with such person, persons, company or companies as the Vendor may nominate; and
 - (d) intentionally deleted.
 - (e) grant and accept easements as contemplated by Clause 9.8(b).
- 9.10 The Purchaser acknowledges that the Vendor may grant or procure that the Body Corporate may grant leases, licence or easements over the common property for the provision of such services as will be of benefit to the Body Corporate or to members or future members of the Body Corporate or adjoining owners. This provision shall constitute notice to the Purchaser as a person having an interest within the meaning of the Act of the things referred to herein and shall also constitute consent by the Purchaser to any such proposed lease, licences or easement.
- 9.11 No objection shall be taken or requisition raised by the Purchaser if it should be found that any boundary of the land or the Lot be not fenced or that any boundary fence or wall should not be upon or within such boundary.
- 10. STAMP DUTY AND COSTS**
- 10.1 The parties shall pay their own costs of and incidental to the sale and purchase but all stamp duty hereon and on any duplicate hereof and any duty in respect of the conveyance by the Vendor to the Purchaser shall be paid by the Purchaser and if not paid by the Purchaser may be paid by the Vendor and recovered from the Purchaser as a liquidated debt.
- 11. TIME OF THE ESSENCE**
- 11.1 Time shall in all cases and in every respect be deemed to be of the essence of the Contract.
- 12. POWER OF VENDOR TO CANCEL CONTRACT**
- 12.1 If the Governor in Council, the Department of Housing and Local Government and Planning, the Redcliffe City Council or any other competent authority imposes any conditions in respect of the granting of a town planning permit or building permit or in respect of any other matter connected with the development which the Vendor shall be unable or unwilling to comply with, then the Vendor may cancel this Contract by written

notice to the Purchaser and on cancellation all moneys paid by the Purchaser shall be refunded to the Purchaser without deduction together with any interest accrued in respect of the deposit, and neither party shall have any claim against the other by virtue of this Contract or its cancellation as aforesaid.

13. RECEIPT OF STATEMENTS ETC BY PURCHASER

13.1 The Purchaser acknowledges that prior to executing this Contract he has received from the Vendor and has read and understood the following:-

- (a) a statement to the Purchaser in compliance with Section 213 of the Act as set out at the beginning of this Contract;
- (b) if the Lot is not registered at the date of this Contract, a Statement to the Purchaser in compliance with Section 21 of the Land Sales Act 1984 (incorporated with the Statement under Section 213 abovementioned);
- (c) statements, disclosures and warnings required under the Property Agents and Motor Dealer Act;

and the purchaser further acknowledges that he is aware of the rights given to the Purchaser by virtue of the legislation referred to in this Clause.

14. POWER OF ATTORNEY

14.1 The Purchaser irrevocably hereby nominates and appoints the Vendor and the directors and secretaries of the Vendor jointly and severally to be his attorney in his name and as his act and deed to attend and vote as the attorney of the Purchaser in such attorney's absolute discretion on behalf of the Purchaser, at any meeting of the Body Corporate to be created upon registration of the Plan or of the committee of the Body Corporate for the following purposes:-

- (a) to vote in favour of any resolution authorising or ratifying the engagement by an entry into contract by the Body Corporate for the following:-
 - (i) a Body Corporate Administration Agreement engaging a person as a Body Corporate Manager, such agreement to be substantially in accordance with the agreement contained in Annexure 1 to the Section 213 Statement attached hereto.
 - (ii) deleted intentionally;
 - (iii) deleted intentionally;
 - (iv) deleted intentionally ;
- (b) the adoption by the Body Corporate of the Body Corporate and Community Management (Accommodation Module) Regulation as applicable to the Scheme;
- (c) the adoption of by-laws substantially in accordance with those included in the Community Management Statement contained in Annexure 2 to the Section 213 Statement attached hereto.

(d) to vote in favour of a resolution at any meeting of the Body Corporate for the following:-

- (i) to record a First Community Management Statement as required by the Act;
- (ii) to grant such easements over the common property as are contemplated by this Contract.

14.2 The Purchaser shall ratify and confirm all acts, deeds and things done by the Attorney in exercise of the power conferred by Clause 15.1.

14.3 The Purchaser shall, if required by the Vendor, execute as a deed a separate instrument in the form required by the Vendor's solicitor recording and confirming the appointment by the Purchaser of such attorney as his attorney in the terms and for the purposes set out herein.

14.4 The power of attorney expires one year after the establishment of the Community Title Scheme or the sale of all of the lots in the development.

14.5 While this power of attorney remains in full force and effect the Purchaser shall not transfer, assign or mortgage the Lot except to a transferee, assignee or mortgagee who has first agreed to be bound by the conditions contained in this clause and to execute a Power of Attorney of the same kind and duration as is contained in this clause.

14.6 Without limiting the generality hereof, terms Attorney, attorney or Attorneys or attorneys used in this clause shall include proxy for the purpose of the Act and By-laws from time to time of the Body Corporate.

15. **MERGER AND INCONSISTENCY**

15.1 Notwithstanding completion of this sale and purchase and any general or special conditions or any part or parts thereof to which effect is not given by the conveyance and which is capable of taking effect after completion shall remain of and in full force and effect.

15.2 In the event of an inconsistency between any provision herein contained and any other provision herein contained or any relevant legislation then the terms of the relevant legislation shall apply to the extent of the inconsistency but shall not operate to affect the enforceability of any other party or provision of this Contract.

16. **PURCHASER'S ACKNOWLEDGEMENT OF SALE CAMPAIGN**

16.1 The Purchaser agrees that both before and after completion of this Contract the Vendor and the persons authorised by the Vendor shall be entitled to place, keep and maintain upon the common property and any of the lots of which the Vendor is the registered proprietor sale signs, insignias, stalls, offices or facilities for salespeople as the Vendor shall in its absolute discretion think fit and in this regard the Purchaser further agrees:

- (a) that the Purchaser will make no objection to the methods used by the Vendor in its efforts to sell the lots in the development, including but without limiting the generality of the foregoing, the maintenance of display lots; and
- (b) that the Purchaser will not do or permit or suffer to be done any act, matter or thing which shall or may impede, fetter or prevent the exercise by the

Vendor of the rights conferred by this Clause, including without limiting the generality of the foregoing, the making of any application or submissions to the Adjudicator under Chapter 6 of the Act; and

- (c) that the Purchaser will not vote against any motion proposed to a meeting of the Body Corporate the passing of which may have the effect of curtailing or inhibiting the rights of the Vendor conferred by this Clause;

16.2 In exercising such rights conferred upon the Vendor by this Clause the Vendor shall display at all times consideration for the comfort and convenience of the Purchaser.

17. NOTICES, COMMUNICATIONS, AUTHORITY, DIRECTIONS ETC.

17.1 Any document and any notice in writing or other written communication required or desired to be given by one party to the other under or pursuant to the Contract or concerning the Contract may be:-

- (a) given by the solicitor for the party intending to give it;
- (b) given to the other party's solicitor;

in the manner provided in this Clause for the giving of written notice by one party to the other party.

17.2 Any such notice or other written communication may be signed by the Solicitor for the party on whose behalf it is to be given.

17.3 Any such document, notice or other communication shall be deemed to have been given by one party to the other if:-

- (a) delivered to the other party or the other party's solicitor personally;
- (b) left for the other party at that party's address for notices;
- (c) posted to the other party by pre-paid mail in an envelope addressed to that party at that party's address for notices;
- (d) left for the other party's Solicitor at the usual or last known place of business of that Solicitor;
- (e) posted to the other party's Solicitor by pre-paid mail in an envelope addressed to that Solicitor at the usual or last known place of business of that Solicitor.

17.4 For the purposes of this Clause a party's address for notices shall be:-

- (a) the address specified or referred to in items 16 and 17 as the party's address for notices;
- (b) if no such address is specified or referred to in Items 16 and 17, the party's address specified in any other item.

17.5 Any such document, notice or other communication sent by post shall be deemed to have been given at the time when by the ordinary course of post it would have been delivered.

- 17.6 Any copy of a document or any notice in writing or other written communication required or desired to be given by one party to the other party under or pursuant to this Contract or concerning the Contract may be given by transmitting a facsimile copy thereof via the telephone network to the address for notices of the other party or to the usual or last known place of business of that party's Solicitor and shall be deemed to be given (unless the contrary is shown) upon the date and at the time contained in any transmission confirmation report which contains the identification code of the person to whom it was intended to be transmitted and which indicated that the transmission was received without error.
- 17.7 If a document or a copy of a document or a notice in writing or other written communication is given after 5.00 p.m. on any Business Day and before 9.00 a.m. on the next following Business Day by one party's Solicitor or the other party or the other party's Solicitor and its receipt is not acknowledged by the other party or the other party's Solicitor during that period, it shall be deemed to have been given at 9.00 a.m. on the next following Business Day.
- 17.8 As between the parties, a document or a copy of a document and a notice in writing or other written communication given by a party's Solicitor to the other party or to the other party's Solicitor shall be deemed to be given with the authority of the party whose Solicitor gives it and, without limiting the generality of the foregoing, any such notice or other written communication of an agreement to vary the Completion Date stated in Item 10, or the Approval Date stated in Item 13 shall be deemed to be given with the authority of the party whose Solicitor gives it.
- 17.9 Any money payable by the Purchaser or the Trustee to the Vendor shall be paid to the Vendor or as the Vendor's Solicitor shall direct in writing.
18. **FOREIGN INTERESTS**
- 18.1 The Purchaser warrants that:-
- (a) the Purchaser is not a "foreign person" within the meaning of Section 21A of the Foreign Acquisitions and Takeovers Act 1975 as the meaning of that expression is extended by the operation of sub-section 4(6) of that Act; and
 - (b) the Purchaser is not a "person to whom this section applies" within the meaning of that expression in Section 26A of the Foreign Acquisitions and Takeovers Act 1975 as that section is affected by Section 5A of that Act.
19. **BUILDER, DEFECTS AND SHRINKAGE**
- 19.1 The Vendor covenants with the Purchaser that the construction of the development will be effected without wilful delay by the Vendor.
- 19.2 The Vendor covenants with the Purchaser that any defect, excessive shrinkage or other faults which may appear in the Lot and which may be notified in writing to the Vendor by the Purchaser within six months of Practical Completion of the building and which defects, if any, are due to defective materials or faulty workmanship should be made good by the Builder. The issue of a Final Certificate by the Architect in relation to any rectification works carried out by the Vendor or its Builder will be conclusive evidence that this covenant shall have been complied with. The Purchaser

shall not be entitled to retain or withhold payment of any part of the purchase monies payable on completion pursuant to this Clause or any claim arising from it.

- 19.3 The Purchaser acknowledges that the Vendor is not the Builder of the development or the Lot and that the Builder is responsible for the rectification of any defective materials or workmanship as required by the Queensland Building Services Authority Act 1991.

20. CHATTELS

- 20.1 On the Completion Date the Lot may contain chattels and ownership of these chattels will pass to the Purchaser on Completion free from all encumbrances or adverse claim, provided however that the Purchaser acknowledges that the Vendor shall not be responsible or liable for the quality of any chattels acquired hereunder.

21. TERMINATION BY VENDOR

- 21.1 If any one of the following events occur prior to Completion Date (irrespective of whether any such event pertains only to one of several persons or companies purchasing jointly) then the Vendor may terminate this Contract by written notice to the Purchaser or his Solicitors within twenty-one (21) days of receiving notice of the event, or events and all moneys paid by the Purchaser shall be refunded without deduction or interest (except interest accrued from investment of the deposit which shall be refunded to the Purchaser) and neither party shall have any claim against the other by virtue of this Contract or such cancellation:-

- (a) the Purchaser, being a natural person:-
 - (i) dies; or
 - (ii) becomes bankrupt; or
 - (iii) is sentenced to imprisonment for a term exceeding one (1) month; or
 - (iv) is committed to a psychiatric hospital as defined in the Mental Health Services Act 1974; or
- (b) The Purchaser, being a company:-
 - (i) is ordered to be wound up, or is placed in provisional liquidation;
 - (ii) enters into a scheme or arrangement for the benefit of its creditors; or
 - (iii) resolves to go into liquidation; or
 - (iv) is placed into receivership; or
 - (v) is put into the control of a liquidator or official manager.

22. FINANCE

- 22.1 If item 12, 13 and 14 are not deleted from this Contract and appropriate particulars have been inserted in all those items, the Contract is subject to the Purchaser obtaining from the lender or class of lender specified in Item

12 on or before the Approval Date specified in Item 13 approval of a loan not being less than the amount of loan specified in Item 14 on terms and conditions satisfactory to the Purchaser and if the Purchaser does not obtain such approval for any reason not being attributable to the Purchaser's own default, the Purchaser may terminate this Contract by notice in writing given to the Vendor.

- 22.2 The Purchaser shall take all steps reasonably necessary to obtain such approval and the onus of establishing this shall be upon the Purchaser.
- 22.3 The Purchaser may waive the benefit of the condition contained in Clause 23.1 by giving notice in writing to the Vendor within two (2) business days from the Approval Date.
- 22.4 If the Purchaser obtains such approval the Purchaser shall give notice in writing of such approval to the Vendor promptly and in any event within two (2) business days from the Approval Date.
- 22.5 If the Purchaser:
 - (a) neither terminates this Contract pursuant to Clause 23.1 nor waives pursuant to Clause 25.3 the benefit of the condition contained in Clause 23.1; and
 - (b) does not give notice pursuant to Clause 23.4 that the Purchaser has obtained such approval;

within two (2) business days from the Approval Date then, instead of any other remedy available to the Vendor by reason of the failure of the Purchaser to fulfil the Purchaser's obligations under this Clause 23 and despite any continuing right which the Purchaser may have to terminate this Contract under Clause 23.1, the Vendor may at the Vendor's option, by notice in writing to the Purchaser (which notice shall specify that it is given pursuant to this Clause 23.5) terminate this Contract.

23. VENDORS RIGHT TO MORTGAGE

- 23.1 The Purchaser acknowledges that in the course of completing the development the Vendor or one or more entities associates with the Vendor may need to borrow money on the security of the land and that Section 73 of the Property Law Act 1974 provides that in certain circumstances the Contract is voidable by the Purchaser if the land or the Lot is mortgaged without the Purchaser's consent.
- 23.2 The Purchaser irrevocably consents to the Vendor at any time after the date of formation of the Contract giving a mortgage or charge over the land or the Lot to secure any new borrowings as collateral security for any purpose, or a security for any further advance and to the Vendor permitting any existing mortgage or charge to become collateral security for any other obligation (present or future or contingent).

24. THE CARETAKING AND LETTING AGREEMENTS

- 24.1 Deleted Intentionally.
- 24.2 Deleted Intentionally.

25. REPRESENTATION

- 25.1 The Purchase acknowledges and agrees that the Purchaser has entered into this Contract after satisfying themselves of all the matters in relation to this purchase and that the Purchaser has not relied upon any brochure or advertisement issued or published by the Vendor or the Vendor's agents or any representation or warranty (whether written, oral or otherwise) by the Vendor or any person on the Vendor's behalf or any other person inducing the Purchaser to enter into this Contract. The Purchaser further acknowledges that this Contract constitutes the entire agreement between the Vendor, and/or the Vendor's agent and Purchaser in relation to the property and all negotiations and discussions between the Vendor and the Purchaser in respect thereof and any previous agreement between the Vendor and the Purchaser in relation thereto are subsumed and merged in this Contract.

26. NO CAVEAT UNTIL PLAN REGISTERED

- 26.1 The Purchaser hereby agrees not to lodge a caveat over the title to the land until the Plan has been registered at the office of the Department of Lands.

27. DIVIDING FENCES

- 27.1 The parties agree that the provision of the Dividing Fences Act, 1953 to not apply to the Lot, the parcel or the land and the Vendor shall not be liable to join in or contribute to the construction of a dividing fence between adjoining Lots in the plan, the parcel or the land.

28. JURISDICTION

- 28.1 Notwithstanding the residence or domicile of any party to this Contract, this Contract is governed by and construed in all respects in accordance with the law of Queensland.

29. SPECIAL CONDITIONS

- 29.1 Notwithstanding the date on which this Contract was signed by the parties they acknowledge that the agreement evidenced by this formal Contract was reached between them on or about the 2nd day of February, 2006.

- 29.2 The parties agree that the Purchase Price is the sum of \$465,000.00 plus GST apportioned as follows:-

(a) Land - \$130,000.00;

(b) Improvements/Building Costs - \$335,000.00

- 29.3 Notwithstanding anything else contained in this Contract the parties acknowledge that for the purposes of this Contract the Improvements included in the sale comprise the Improvements constructed or to be constructed on the Lot exclusive of any of the fitout within the Improvements which is to be the responsibility of the Purchaser. The Fitout is at all times owned by the Purchaser and not the subject of a conveyance from the Vendor to the Purchaser. In the event that for any reason this Contract does not proceed to completion then title to any fitout installed by the Purchaser shall vest in the Vendor in exchange for the Vendor reimbursing

the Purchaser for the cost of the fitout – it being the Vendor of the Purchaser to provide written evidence of the cost of the fitout to the Vendor.

- 29.4 The Purchase Price does not include the Vendor's liability for GST on the supply of the Lot. The Purchaser must on the Completion Date pay to the Vendor, in exchange for a tax invoice, in addition to the Purchase Price an amount equivalent to the amount payable by the Vendor as GST on the supply of the Lot.

30. **INTERPRETATION**

- 30.1 In the context including the Schedules hereto, unless inconsistent with the context or subject matter;
- (a) "the Act" means the Body Corporate and Community Management Act, 1997 as amended;
 - (b) "Approval Date" is the date noted in Item 13 being the date the Purchaser is required to obtain satisfactory finance to complete the purchase of the Lot.
 - (c) "Architect" means such Architect (including a firm or corporation) as the Vendor may appoint from time to time in respect of the development.
 - (d) "Body Corporate" is the group of registered proprietors of the Lots bestowed with powers in accordance with the Act.
 - (e) "Body Corporate Manager" is the professional manager appointed by the Body Corporate to carry out some or all of its management obligations;
 - (f) "Builder" is the registered Builder chosen by the Vendor to construct the development;
 - (g) "Business Day" means a day (other than Saturday, Sunday or public holiday) on which banks are open for business in the city or town where the Vendor's Solicitor has its address.
 - (h) "Certificate of Classification" is the final certificate issued by the local authority upon completion of the development.
 - (i) "Completion" is the event and action whereby parties meet to transfer the Lot from the Vendor to the Purchaser in exchange for the balance of Purchase Price being paid by the Purchaser to the Vendor;
 - (j) "Contract Rate" means the rate of interest fixed from time to time by the Queensland Law Society Incorporated (by resolution of its Council) for the purposes of the Standard Residential Conditions (Fifth Edition) adopted by the Real Estate Institute in Queensland Limited and approved by the Queensland Law Society Incorporated.
 - (k) "Encumbrance" means the reservation, exemptions and conditions contained in the original Deed of Grant in respect of the land, the common property for the scheme, the encumbrances or easements created by the Act and encumbrances provided for in this Contract;
 - (l) "Final Certificate" means the Certificate issued by the Architect of the Vendor and which certifies that the Builder has made good those defects, if any, which have been notified in writing to the Vendor in accordance with clause 20.2 of the Contract.
 - (m) "Lot" means the lot stated in Item 7 subject to the Encumbrances and identified approximately in the Second Schedule plans.

- (n) "outgoings" include regular periodic contributions to the Body Corporate by way of Body Corporate levies including payments made by way of Special Contribution pursuant to the applicable Regulation Module.
 - (o) "the Plan" means the plan to be registered in respect of the development.
 - (p) "Purchase Price" means the amount specified in Item 8.
 - (q) "Practical Completion" means the date on which the Architect of the Vendor certifies that the buildings constructed on the land has been completed;
 - (r) "stage" – not applicable;
 - (s) "subsequent plan" – not applicable;
 - (t) "Surveyor" – not applicable;
 - (u) "the development" means the development referred to in Recital B.
 - (v) "the Lot" means the Lot sold in Item 7 of the Items Schedule subject to the encumbrances and to be created on registration of the Plan.
 - (w) "the Completion Date" means the date noted in Item 10.
 - (x) "Trustee" is that person noted in Item 11 and responsible for the holding of the deposit monies as noted herein;
- 30.2 Words and phrases (whether defined by the Act or otherwise) shall have the same meaning as in the Act.
- 30.3 Unless the contrary is shown, the Contract shall be deemed to have been formed on the date stated in Item 1.
- 30.4 Any reference in this Contract to a statute includes:-
- (a) Orders in Council, proclamations, regulations, rules, by-laws and ordinances made under the statute;
 - (b) Any statute amending, consolidating or replacing the statute.
- 30.5 In this Contract, unless inconsistent with the context or subject matter, where the term "Item" is used in conjunction with a numeral, it is a reference to the item set opposite the numeral referred to, which Items are found in the Particulars of Sale at the commencement of this Contract.
- 30.6 Headings and notes have been included for ease of reference and guidance and this Contract shall be construed without reference to them.
31. **SEVERABILITY**
- 31.1 If any of the terms of this Contract or the application thereof to any person or circumstance is or becomes invalid or unenforceable, the remaining terms shall not be affected thereby and each term shall be valid and enforceable to the fullest extent permitted by Law.

First Schedule

Lot 17 on SP 128048

**COMBINED STATEMENT COMPLYING WITH
SECTION 213 OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT
ACT 1997
And
SECTION 21 OF THE LAND SALES ACT 1984**

TO: GEORGE MARK MULLER, JANICE JEAN MULLER AND CLYDE MULLER ATF THE G.M. & J.J. MULLER SUPERANNUATION FUND

GEORGE MARK MULLER AND JANICE JEAN MULLER being the original proprietor in respect of the proposed Community Title Scheme hereby informs you in accordance with Section 213 of the Body Corporate and Community Management Act 1997 and Section 21 of the Land Sales Act 1984 of the following:-

(a) The lot or proposed lot number to which this statement relates is Lot No. 2 (hereinafter called "the proposed Lot") which is highlighted on the plans forming part of the second schedule to the Contract.

(b) (i) The full name and address of the prospective Vendor:-

Full Name: **JANICE JEAN MULLER AND GEORGE MARK MULLER**

Address: c/- Courtice Neilsen, P O Box 7168, East Brisbane 4169

(ii) The full name and address of the prospective Purchaser:-

Full Name: **GEORGE MARK MULLER, JANICE JEAN MULLER AND CLYDE MULLER ATF THE G.M. & J.J. MULLER SUPERANNUATION FUND**

Address: c/- Courtice Neilsen, P O Box 7168, East Brisbane 4169

(c) The amount of annual contributions reasonably expected to be payable by the Purchaser to the Body Corporate are:-

(i) In respect of the Administrative Fund to be agreed each year by quarterly instalments in advance.

(ii) In respect of the Sinking Fund to be agreed each year by quarterly instalments in advance.

(d)

(i) Not applicable

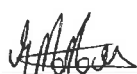
(ii) Not applicable.

(iii) Not applicable.

COPY

- (e) Deleted Intentionally.
- (f) Deleted Intentionally.
- (g) The assets proposed to be acquired by the Body Corporate are: Nil
- (h) The Community Management Statement annexed to this document and marked Annexure 1 is proposed to be the Statement applicable to the 28 Murphy Street Community Titles Scheme and;
- (i) Neither the Vendor nor the Vendor's agent has made or offered to the Purchaser or the Purchaser's agent any representation, promise or term with respect to the provision to the Purchaser of a Certificate of Title which relates to the lot or proposed lot other than the representation that the particulars for the lot or the proposed lot will have been recorded in the freehold land register on the settlement date.

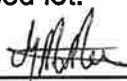
Signed this THIRTEENTH day of FEBRUARY, 2007.




Signature of Original Proprietor or person
authorised in writing by the Original Proprietor
in accordance with Section 213 of the Body
Corporate and Community Management Act
1997 and Section 21 of the Land Sales Act 1984.



The Purchaser/s acknowledges that he/she received this executed Statement under Section 213 of the Body Corporate and Community Management Act 1997 and Section 21 of the Land Sales Act 1984 prior to entering into the contract of purchase of the proposed lot.



Purchaser





Signed this THIRTEENTH day of FEBRUARY, 2007.
Contract - Muller - Section 213



This statement incorporates and must include the following:

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme

35 Southgate Avenue Community Titles Scheme

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for 35 Southgate Avenue Community Titles Scheme

Scheme land

Lot on Plan Description	County	Parish	Title Reference
Lots 1 and 2 on SP 191431 and common property of 35 Southgate Avenue, Community Titles Scheme	Stanley	Bulimba	

5. Name and address of original owner #

George Mark Muller and Janice Jean Muller C/- Level 1,
180 Main Street, Kangaroo Point

6. Reference to plan lodged with this statement

SP 191431

first community management statement only

7. Local Government community management statement notation

..... signed

.....name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

/ /

***Execution**

.....
George Mark Muller

.....
Janice Jean Muller

*Original owner to execute

*Original owner to execute for a first community management statement

*Body corporate to execute for a new community management statement

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 191431	1	14
Lot 2 on SP 191431	1	5
TOTALS	2	19

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

THE BY LAWS APPLICABLE TO THIS SCHEME ARE AS FOLLOWS:-

1. USE

- 1.1 Each Lot shall be used for commercial/industrial purposes only and the owner or occupier of a Lot must not use his Lot for any purpose which may be injurious to the reputation of the parcel or the owners or occupiers of Lots or which may interfere with the peaceful enjoyment of another Lot by the owner or occupier of such Lot or which may interfere with the general management of the Scheme.

2. NOISE & BEHAVIOUR OF INVITEES

- 2.1 The owner or occupier of a Lot must not create any noise, dust, offensive odours or pollution likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using common property.
- 2.2 An owner or occupier of a Lot must take reasonable steps to ensure that his invitees do not behave in a way likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the common property.
- 2.3 An owner or occupier of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the by-laws.

3. VEHICLES

- 3.1 Save where an exclusive use by-law authorises him to do so, the owner or occupier of a Lot must not, without the Body Corporate's written approval:-
- park a vehicle, or allow a vehicle to stand, on the common property; or
 - permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles and must be used by visitors on a short term basis only.
- 3.2 An approval under by-law 3.1 must state the period for which it is given, with the exception of designated visitor parking.

- 3.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the owner or occupier, with the exception of designated visitor parking.

4. OBSTRUCTION

- 4.1 The owner or occupier of a Lot must not obstruct the Lawful use of the common property by any person and shall not use the same for any purpose save and except the reasonable ingress and egress to and from their respective Lots.

5. DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY

- 5.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval:

- (a) damage any lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use for his own purposes any part of the common property as a garden.

- 5.2 An approval under by-law 5.1 must state the period for which it is given.

- 5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the owner or occupier.

6. DAMAGE TO COMMON PROPERTY AND ASSETS

- 6.1 An owner or occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface any structure that forms part of the common property or common property assets.

- 6.2 Despite by-law 6.1, an owner or occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects provided the device or screen is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner or occupier, does not detract from the amenity of the building and does not contravene any statute, regulation, by-law or ordinance in force (for example, fire safety regulations).

7. LEAVING OF RUBBISH ON THE COMMON PROPERTY

- 7.1 The owner or occupier of a Lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or any person lawfully using the common property.

8. APPEARANCE OF LOT

- 8.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval:

- (a) do anything on any window, balcony or outside of any building on their Lot; or
- (b) display any sign, advertisement, placard, banner, pamphlet, poster, notice or similar article on any part of their Lot or the common property

in such a way as to be visible from outside the building on their Lot.

- 8.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval do anything to vary the external appearance of any building on their Lot or any part of the common property provided that the Body Corporate must not unreasonably withhold its consent to the display at one only "For Sale" or "For Lease" sign, bearing the number of the relevant Lot and being of reasonable dimensions, color and workmanship in a window or any part of a building on a Lot or on common

property as may be approved by the Body Corporate.

9. FIRE RISKS

- 9.1 The owner or occupier of a Lot must not do or keep anything on his Lot which would increase the rate of fire insurance on the building or any property on the Scheme land or which would conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the Scheme land, or the regulations or ordinances of any public authority for the time being in force.

10. GARBAGE DISPOSAL

- 10.1 Unless the Body Corporate provides some other way of garbage disposal, the owner or occupier of a Lot must keep within his Lot or on such part of the common property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered a receptacle for garbage.
- 10.2 The owner or occupier of a Lot must:
- (a) comply with all Local Authority by-laws and ordinances relating to the disposal of garbage; and
 - (b) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage; and
 - (c) on the designation from time to time of a place for collection of garbage, as may sanctified by the Body Corporate, place any garbage receptacle maintained within or near his Lot on such designated place as often as required for collection.

11. KEEPING OF ANIMALS

- 11.1 Subject to Section 143(1) of the *Body Corporate and Community Management Act 1997*, the owner or occupier of a Lot must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on his Lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on his Lot or the common property.

12. SPECIAL BY-LAWS RELATING TO ORIGINAL OWNER

- 12.1 Whilst the original owner remains an owner of any Lot in the Scheme, it or its servants and/or agents may without the consent of the Council, the Committee or the Body Corporate, paint, affix or display any signs, advertisements, notices, posters, placards or banners to or on any part of the Scheme for the purpose of offering for sale and/or for lease any Lot in the Scheme.
- 12.2 Whilst the original owner remains an owner of any Lot in the Scheme, it or its servants and/or agents shall be entitled to utilise any Lot in the Scheme of which it remains an owner as a display unit for the purpose of allowing prospective purchasers/lessees of any Lot in the Scheme to inspect such Lot or Lots.

13. LEGAL COSTS

- 13.1 The owner or occupier of a Lot shall be liable to pay the Body Corporate upon demand the legal costs incurred by the Body Corporate in the recovery of overdue levies and interest upon such levies at such rate as may be determined from time to time by the Committee and other costs and charges which that owner or occupier under these by-laws or the Act is liable to pay to the Body Corporate. Such amount or amounts shall constitute a charge on the Lot in favour of the Body Corporate.

14. ALTERATIONS AND ADDITIONS

- 14.1 No structural alteration or external addition should be made to any Lot (including any alterations to gas, water, electrical installations and including the installation of any air conditioning system or work for the purpose of enclosing in any manner whatsoever any balcony or other external area of a Lot) without the prior permission of the Committee.
- 14.2 An owner or occupier of a Lot must not construct or permit the construction or erection of any fence, pergola, screens, external blind or awning of any kind within or upon a Lot or common property without the prior approval in writing of the Committee. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the development.
- 14.3 Any alteration made to common property and any fixture or fitting attached to common property by an owner or occupier of a Lot, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the owner or occupier for the time being of the Lot.

15. OBERSERVANCE OF BY-LAWS

- 15.1 The duties and obligations imposed by these by-laws on an owner or occupier of a Lot must be observed not only by the owner or occupier but also by the owner's tenants, guests, servants, employees, agents, invitees and licensees.

16. MAINTENANCE OF LOTS

- 16.1 Each owner or occupier shall be responsible for the maintenance of his Lot and shall ensure that his Lot is so kept and maintained as not to be offensive in appearance to other Lot owners or occupiers through the accumulation of rubbish or otherwise.

17. AUCTION SALES

- 17.1 An owner or occupier of a Lot shall not permit any auction sale to be conducted or to take place in his Lot or in the common property or upon the parcel without the prior approval in writing of the Committee.

18. POWER OF BODY CORPORATE COMMITTEE

- 18.1 The Body Corporate Committee may make rules relating to the common property and the use of facilities on the common property not inconsistent with these by-laws, including by-laws regulating any signs to be displayed on the common property, and the same shall be observed by the owner or occupier of each Lot unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

19. WATER APPARATUS

- 19.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweeping or rubbish or other unsuitable substances shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner or occupier, whether the same is caused by his own actions or those of his tenants, guests, servants, employees, agents, invitees or licensees.

20. NOTICE OF DEFECTS

- 20.1 An owner or occupier shall give the Committee prompt notice of any accident to, or defect in, the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the

Committee shall have authority by its agents or servants in the circumstances, having regard to the urgency involved, to examine or make such repairs or renovations as the Committee may deem necessary for the safety and preservation of the building, as often as may be necessary.

21. COMMITTEE MAY RECOVER MONIES EXPENDED

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

22. RIGHTS OF COMMITTEE TO INSPECT LOTS

- 22.1 Upon one day's notice in writing, except in an emergency where substantial damage could be caused to any building or other Lots (in which case immediate entry is permitted), the Committee by any of its member, servants, agents and contractors shall be permitted to inspect the interior of any Lot and to test any electrical, gas or water installation, or equipment therein and to trace and repair any leakage or defect in any installation or equipment (at the expense of the owner or occupier in cases where such leakage or defect is due to any act or default of the owner or occupier or his tenants, guests, servants or agents). The Committee, in exercising this power, shall ensure that its members, servants, agents and employees causes little inconvenience to the owner or occupier as is reasonable in the circumstances.

23. NOTICES

- 23.1 Owners and occupiers shall observe the terms of any reasonable notice displayed or on the notice board by authority of the Committee or any statutory authority.

24. CARETAKING AGREEMENTS

- 24.1 The Body Corporate shall be empowered to enter into an agreements from time to time for the purposes of caretaking, maintenance and repair of the common property of the Scheme or part thereof and/or the provision of ancillary services.

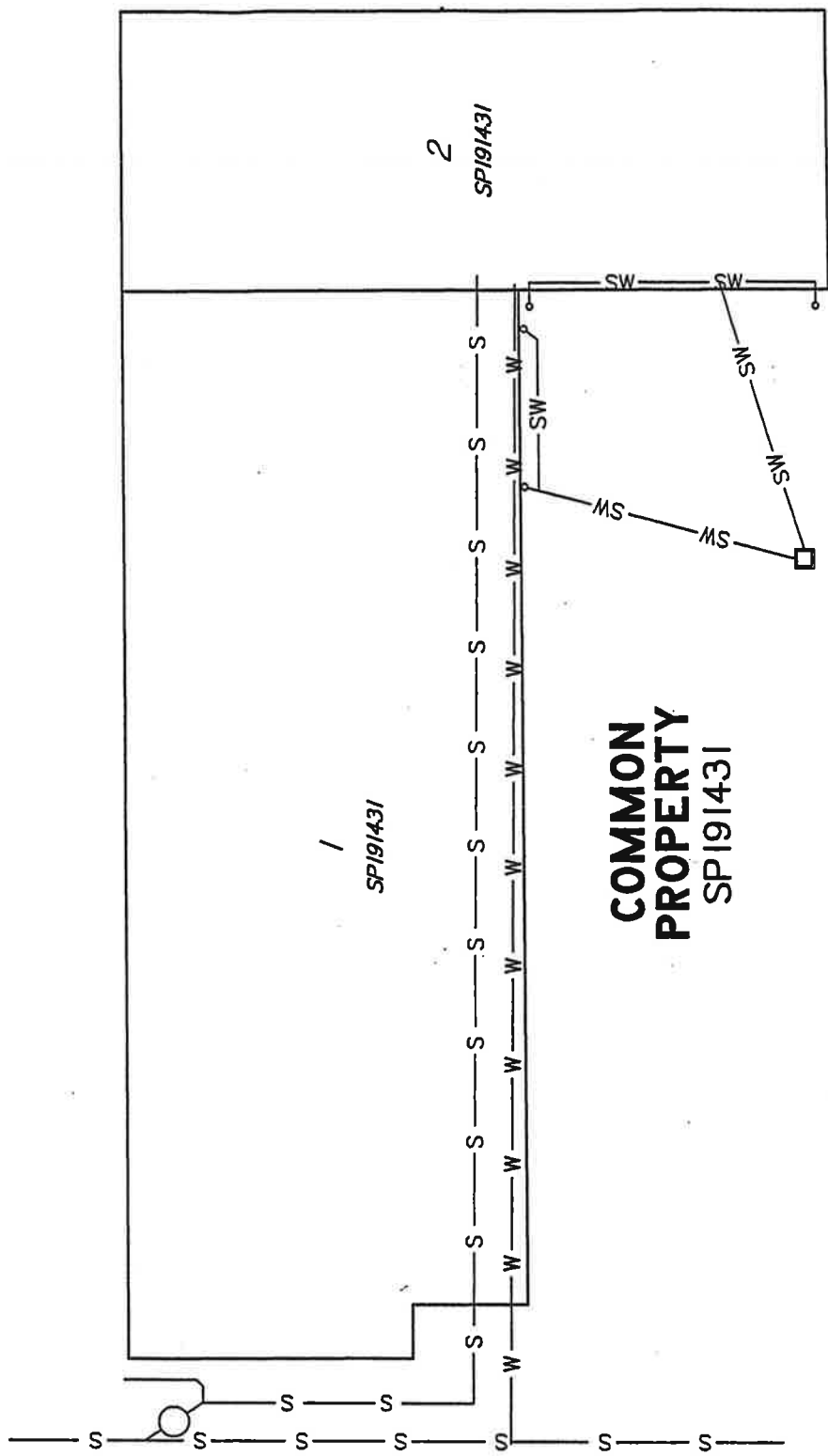
25. EXCLUSIVE USE

- 5.1 The owners for the time being of each Lot shall be entitled to exclusive use for themselves, their tenants, licensees or invitees for the purpose specified in Schedule E of those areas of the common property allocated in Schedule E and which are delineated on the exclusive use sketch plan annexed to these by-laws. Each area of the common property to which exclusive use has been granted shall be used for the purpose specified in Schedule E but for no other purpose. The owner to which such use has been granted shall be solely responsible for maintaining the fence (if any) and such area and keeping the fence and area in a clean and tidy condition at all times. In the event that the owner does not upkeep such area the Body Corporate shall be entitled at the cost of the owner to enter into and maintain the same and the costs thereof shall be a debt due by the owner to the Body Corporate payable upon demand.
- 25.2 The exclusive use granted by by-law 25.1 shall be subject to the rights of the Body Corporate to access the exclusive use areas for the purposes of reading any electricity, water or other service meter which may be located within the exclusive use area.

LEGEND

- W— WATER
- S— SEWER
- SW— STORMWATER

LEVEL A
Scale 1:300




HILLOCC PTY LTD (ACN 067 844 133), hereby certify that the details on this sketch plan are correct.

.....
Brian David HILLAM
Cadastral Surveyor & Director

.....
Nicola Angelo Giovanni LOCCO
Cadastral Surveyor & Director

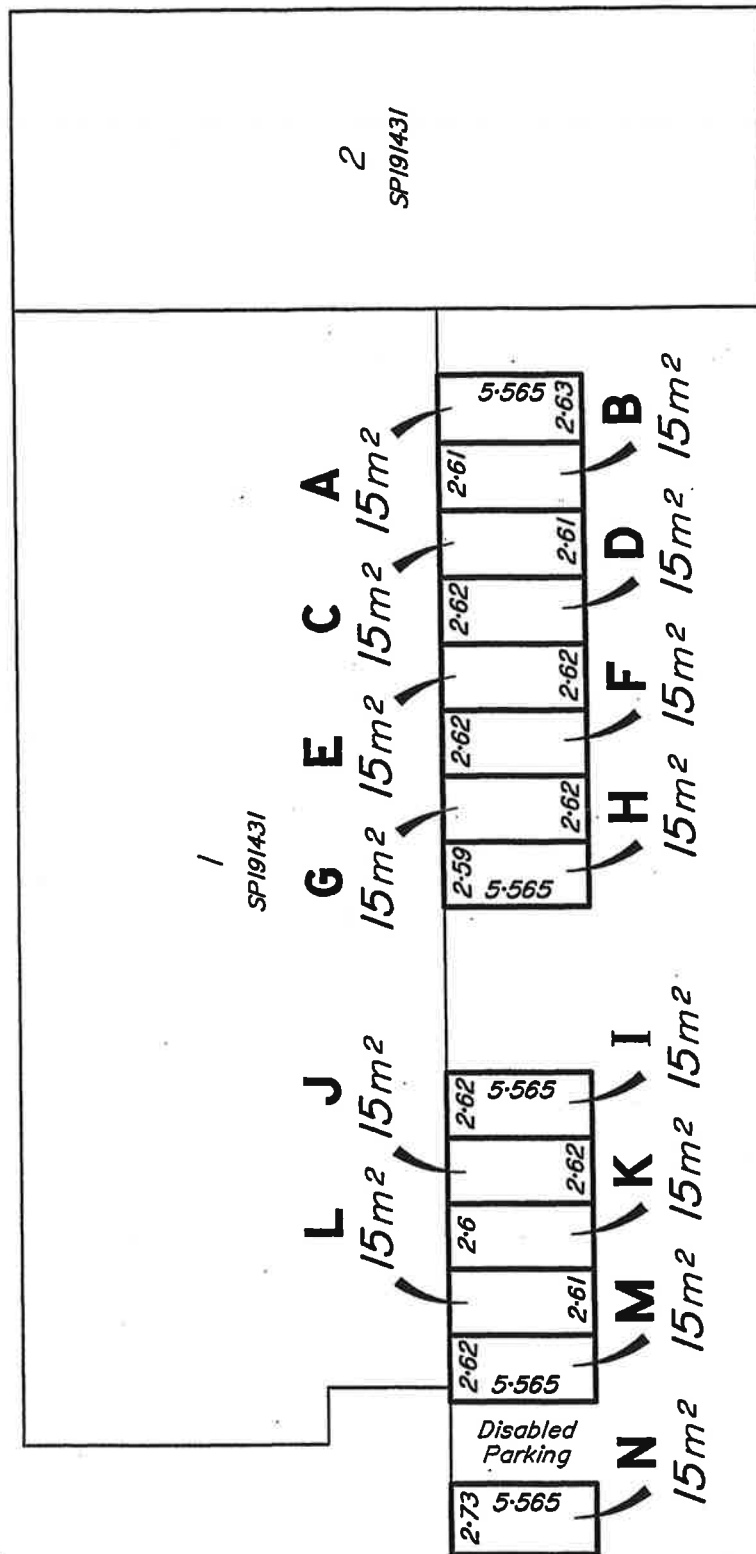
Date

Metres 0 15m 30m 45m
50 mm 100 mm 150 mm

 <p>ABN 84 689 881 636 email: hillocc@dcc.net.au</p> <p>P.O. BOX 511 STONES CORNER, QLD 4120 SUITE 2, 92 CLEVELAND ST, STONES CORNER, QLD 4120 PH 07 3647 9688 FAX 07 3647 9677</p>	PLAN OF SERVICE LOCATION DIAGRAM <i>in Common Property on SPI91431</i> "35 SOUTHGATE" CMS No.		SURVEYOR NI DATE	LOCAL AUTHORITY BRISBANE C.C.
	Orig Lot 21 on RP859784 PARISH BULIMBA		MAP REF. 9543-33231	SCALE 1:300 (A4)
	Locality CANNON HILL COUNTY Stanley		DRAWN BD08601	
			JOB NO. 7212/06	

LEVEL A
Scale 1:300

**COMMON
PROPERTY**
SPI91431



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the details on this sketch plan are correct.

.....
Brian David HILLAM
Cadastral Surveyor & Director

.....
Nicola Angelo Giovanni IOCCO
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Date

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email: hillocc@doc.net.au
P.O. BOX 511 STONES CORNER QLD 4120
SUITE 2, 92 CLEVELAND ST. PH 07 3847 9688
STONES CORNER QLD 4120 FAX 07 3847 9677

PLAN OF
EXCLUSIVE USE AREAS A TO N
in Common Property on SPI91431
"35 SOUTHGATE" CMS No.

Orig Lot 21 on RP859784
PARISH **BULIMBA**

LOCALITY **CANNON HILL**
COUNTY **Stanley**

SURVEYOR NI
DATE
MAP REF.
9543-33231
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LOCAL AUTHORITY
BRISBANE C.C.
SCALE 1:300 (A4)