Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

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

PARTIES

SELLER

NAME: Ashlee Joan Schafer ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

SELLER'S AGENT

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

SELLER'S SOLICITOR

■ *or any other solicitor notified to the Buyer*

NAME: River City Conveyancing

REF: CONTACT:

ADDRESS: PO Box 10445 Adelaide Street

SUBURB: Brisbane STATE: 4000 POSTCODE: QLD

PHONE: 07 3013 2300 MOBILE: EMAIL: reception@rivercityconveyancing.com.au

BUYER

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

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

BUYER'S AGENT *(if applicable)*

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

BUYER'S SOLICITOR

■ *or any other solicitor notified to the Seller*

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

PROPERTY

LOT:

ADDRESS: 2/62 Jamieson Street

SUBURB: Bulimba STATE: QLD POSTCODE: 4171

DESCRIPTION:

LOT: 9 **PLAN**: SP300335 **AREA**: ■ *more or less*

TITLE REFERENCE:

SOLD AS: ☒ Freehold ☐ Leasehold

■ *if neither is selected, the Lot is treated as being Freehold*

☒ Built On ☐ Vacant

Present Use: Residential

Local Government: Brisbane City Council

Excluded Fixtures: ■ attach annexure for additional space

Included Chattels: ■ attach annexure for additional space

PRICE

Cyber Warning

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

PURCHASE PRICE: $

DEPOSIT:

Initial Deposit $

payable on the day the Buyer signs this Contract unless another time is specified below:

2 business days from Contract Date

Balance Deposit (if any) $

payable on:

NOTE: failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

Deposit Holder:	Rivercity Conveyancing
Deposit Holder's Trust Account:	Horrocks Solicitor's T/A River City Conveyancing Trust Account
Bank:	Bank of Queensland
BSB:	124 001 **Account No:** 2020 1153

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.*

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

SETTLEMENT

SETTLEMENT DATE: days from Contract Date

- *or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.*

***WARNING:** The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.*

GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

☒ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]

☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]

☐ Margin Scheme [clause 10.4 applies]

☐ Going concern [clause 10.5 applies]

☐ Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

GST WITHHOLDING OBLIGATIONS

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

☐ No

☐ Yes

- ***WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.*

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

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

(select whichever is applicable)

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

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

- ***WARNING:** 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.*

LAND TAX

NOTE: This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

☒ No adjustment is to be made for land tax

☐ Land tax is to be adjusted on a single holding basis

☐ Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

CONDITIONS

FINANCE

Finance Amount:

Financier:

Finance Date:

- *Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.*

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

- *If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.*

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

MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☒ **Seller Disclosure Statement was given to the Buyer**

a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and

b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was <u>NOT</u> given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☒ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☒ No

☐ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is:

■ ***WARNING TO SELLER:*** *If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.*

TREE ORDERS AND APPLICATIONS:

Neighbourhood Disputes (Dividing Fences And Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☒ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

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

POOL SAFETY

Q1. Is there a pool on the Lot or on adjacent land used in association with the Lot?

☐ No

☒ Yes

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

☐ No

☒ Yes

■ ***WARNING TO SELLER****: If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.*

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** ***This section must be completed if there is a domestic dwelling on or comprising the Lot***

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

☒ Installed in the residence

☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☒ Installed in the residence

☐ Not installed in the residence

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

■ ***WARNING:*** *Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.*

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

LOTS IN A COMMUNITY TITLES SCHEME (COMPLETE IF APPLICABLE)

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

■ ***WARNING TO SELLER:*** *The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.*

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))*	
(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*	
(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))*	
(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))	
(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*	
(f) Outstanding by-law contravention notices (clause 12.9(1)(c))*	
(g) Proposed Body Corporate resolutions (clause 12.10)*	

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: ____________________

■ *If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.*

LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL (COMPLETE IF APPLICABLE)

WARRANTIES AND CONTRACTUAL RIGHTS

■ ***WARNING TO SELLER:*** *The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.*

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))	
(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))*	
(c) Outstanding by-law contravention notices (clause 13.9(1)(c))*	
(d) Proposed Body Corporate resolutions (clause 13.10)*	

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: ____________________

■ *If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.*

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

The REIQ Terms of Contract for the Sale and Purchase of Residential Real Estate (Pages 7-18) (First Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

1. As is, where is

Notwithstanding anything else stated in this Contract to the contrary, the Property is sold:

i) In an as in condition, with all liabilities, attributes, faults or defects (if any), whether or not apparent; and

ii) Subject to all matters disclosed, noted or referred to in the Contract,

and the Buyer shall not be entitled to make any objection, claim compensation or damages or cancel or terminate this Contract or refuse to settle due to any matter (past, present, future, anticipated or for any reason) relevant to the property.

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: ______________________ **Date:** ____________ **Witness:** ______________________

Buyer: ______________________ **Date:** ____________ **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: ______________________ **Date:** ____________ **Witness:** ______________________

Seller: ______________________ **Date:** ____________ **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]

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

TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

(a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;

(b) **"ATO"** means the Australian Taxation Office;

(c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;

(d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;

(e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;

(f) "**Bank Cheque**":

(i) includes a cheque drawn by a building society or credit union on itself; and

(ii) does not include a cheque drawn by a building society or credit union on a Bank;

(g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;

(h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;

(i) **"Business Day"** means a day other than:

(i) a Saturday or Sunday;

(ii) a public holiday or special holiday in the Place for Settlement; and

(iii) a day in the period 27 to 31 December (inclusive);

(j) **"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;

(k) **"Contract Date"** or **"Date of Contract"** means:

(i) the date inserted in the Reference Schedule as the Contract Date; or

(ii) if no date is inserted, the date on which the last party signs this contract;

(l) **"Court"** includes any tribunal established under statute;

(m) "**Digitally Sign**" and "**Digital Signature**" have the meaning in the ECNL;

(n) "**ECNL**" means the Electronic Conveyancing National Law (Queensland);

(o) "**Electronic Conveyancing Documents**" has the meaning in the *Land Title Act 1994*;

(p) "**Electronic Lodgement**" means lodgement of a document in the Land Registry in accordance with the ECNL;

(q) "**Electronic Settlement**" means settlement facilitated by an ELNO System;

(r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;

(s) "**Electronic Workspace**" means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;

(t) "**ELNO**" has the meaning in the ECNL;

(u) "**ELNO System**" means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;

(v) **"Encumbrances"** includes:

(i) registered encumbrances;

(ii) Unregistered Encumbrances; and

(iii) Security Interests;

(w) "**Enforcement Notice**" means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;

(x) **"Essential Term"** includes, in the case of breach by:

(i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and

(ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1;

but nothing in this definition precludes a Court from finding other terms to be essential;

(y) **"Extension Notice"** means a notice under clause 6.2(1);

(z) **"Financial Institution"** means a Bank, building society or credit union;

(aa) "**Financial Settlement**" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;

(bb) "**Financial Settlement Schedule**" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;

(cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;

(dd) **"GST"** means the goods and services tax under the GST Act;

(ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;

(ff) **"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;

(gg) **"Improvements"** means all fixed structures on the Lot 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;

(hh) **"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;

(ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;

[Note: the definition of Outgoings is modified by clauses 12.2(2)(a) and13.2(2)(a) where applicable]

(jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

(kk) **"Place for Settlement"** means:

(i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;

(ii) otherwise, within the Brisbane Central Business District;

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

(ll) **"Pool Compliance Certificate"** means:

(i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or

(ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or

(iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;

(nn) **"Property"** means:

(i) the Lot;

(ii) the Improvements; and

(iii) the Included Chattels;

[Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]

(oo) **"Rent"** means any periodic amount payable under the Tenancies;

(pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;

(qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;

(rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;

(ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;

(tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;

(uu) "**Seller Disclosure Statement**" means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;

(vv) "**Services**" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(ww) **"Site Value"** means:

(i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or

(ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;

(xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;

(yy) **"Transfer Documents"** means:

(i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and

(ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

(zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;

(aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and

(bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

2. DEPOSIT

2.1 Payment of Deposit

(1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.

(2) The Buyer will be in default if it:

(a) does not pay the Deposit when required;

(b) pays the Deposit by a post-dated cheque; or

(c) pays the Deposit by cheque which is dishonoured on presentation.

(3) Subject to clause 2.1(4), if the Buyer:

(a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;

(b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and

(c) does not take any action to defer the payment to the Deposit Holder to a later day,

the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.

(4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:

(a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and

(b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.

(5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.2 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;

(4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and

(5) provide the parties with an account statement in respect of the account in which the Deposit is held:

(a) at 30 June of each year; and

(b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 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) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.

(4) If this contract is terminated, and the Buyer is entitled to the Deposit:

(a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and

(b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.

(5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

(a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or

(b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

(1) Clause 3.2 applies if both the following apply:

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

(a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and

(b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:

(i) an ATO Clearance Certificate; or

(ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.

(2) 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.

(3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.

(4) If settlement is not an Electronic Settlement:

(a) for clause 3.1(b), 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;

(b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and

(c) 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.

(5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:

(a) the Property includes items in addition to the Lot and Improvements; and

(b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,

in which case the market value of the Lot and Improvements will be as stated in the valuation.

3.3 GST Withholding

(1) 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;

(2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).

(3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.

(4) If settlement is not an Electronic Settlement:

(a) 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

(b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.

(5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

(1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:

(a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and.

(b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.

(2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:

(a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and

(b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

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

3.5 Outgoings

(1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), 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).

(2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:

(a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot 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.

(3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:

(a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;

(b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.

(4) If the Reference Schedule states that:

(a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or

(b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.

(5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

(6) 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.

(7) If any Outgoings are assessed but unpaid at the Settlement Date, then:

(a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;

(b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

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 3.5(1).

3.6 Rent

(1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.

(2) Unpaid Rent for the rental period including both the Settlement Date and the following day (**"Current Period"**) is not adjusted until it is paid.

(3) Rent already paid for the Current Period or beyond must be adjusted at settlement.

(4) 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 3.6(1), 3.6(2) and 3.6(3).

(5) Payments under clause 3.6(4) 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.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

(a) the cost of Bank Cheques payable at settlement:

(i) to the Seller or its mortgagee are the responsibility of the Buyer; and

(ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and

(b) 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.

4. CONDITIONS

4.1 Finance

(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.

(2) The Buyer must give notice to the Seller that:

(a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or

(b) the finance condition has been either satisfied or waived by the Buyer.

(3) 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 Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

(4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 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 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or

(b) clause 4.2(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 4.2(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 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause4.2(2).

4.3 Consent to Transfer of State Lease

(1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer 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.

[*Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records.]*

5. SETTLEMENT

5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

5.2 Electronic Settlement

(1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).

(2) If settlement is to be effected by Electronic Settlement:

(a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;

(b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;

(c) the parties must:

(i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

(ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;

(d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;

(e) if any part of the Purchase Price is to be paid to discharge an Outgoing:

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

(i) 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;

(ii) 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;

(f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

(i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;

(ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);

(iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;

(iv) 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;

(g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;

(h) 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 done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);

(i) 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; and

(j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

(1) An Electronic Settlement will be deemed to take place in the Place for Settlement.

(2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.

(3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

(a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and

(b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.5 Documents and Keys at Settlement

(1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:

(a) unstamped Transfer Documents capable of immediate registration after stamping; and

(b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and

(c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and

(d) if there are Tenancies:

(i) the Seller's copy of any Tenancy agreements;

(ii) a notice to each Tenant advising of the sale in the form required by law; and

(iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and

(e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:

(i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and

(ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property,

sufficient to satisfy section 93A or 105C of the RTRA Act; and

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

(i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or

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

(g) if clause 10.8 applies, a Tax Invoice.

(2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

(3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) 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 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and

(ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and

(iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 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 RTRA Act) supporting the Tenancies;

(3) manufacturers' 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 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

(1) The Seller must remove the Reserved Items from the Property before settlement.

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

(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 5.9(2) or 5.9(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

6.2 Extension of Settlement Date

(1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.

(2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

(3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.

(4) In this clause 6.2, " **Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:

(a) under section 79, 80 or 81 of the *Property Law Act 2023*;

(b) under clause 6.3; or

(c) by agreement of the parties,

but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

If:

(a) the Settlement is an Electronic Settlement;

(b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;

(c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and

(d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

(a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or

(b) the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

(1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:

(a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;

(b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;

(c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a) or 7.4(1)(b) or an Enforcement Notice;

(d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;

(e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

(f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

(2) Subject to clause 7.8, the Seller warrants that, at settlement:

(a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;

(b) if the Lot 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 Court order or writ of execution affecting the Property.

(3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.

(4) The Seller warrants that:

(a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and

(b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.

(5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).

(6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

(1) The Buyer may survey the Lot.

(2) If:

(a) there is an error in the boundaries or area of the Lot;

(b) there is an encroachment by structures onto or from the Lot;

(c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or

(d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it,

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

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

(a) immaterial; or

(b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

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

7.6 Requirements of Authorities

(1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.

(2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.

(3) The Buyer must comply with any Enforcement Notice:

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

(a) issued on or after the Contract Date; or

(b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.

(4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:

(a) the Seller must comply with the Enforcement Notice; and

(b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,

unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.

(5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

(1) Subject to clause 7.8, if at the Contract Date:

(a) the Present Use is not lawful under the relevant planning scheme;

(b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;

(c) access to the Lot passes unlawfully through other land;

(d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;

(e) any competent authority has issued a current notice of intention to resume regarding any part of the Lot;

(f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);

(g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or

(h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011,*

the Buyer may terminate this contract by notice to the Seller given before settlement.

(2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

(1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:

(a) in this contract; or

(b) in the Seller Disclosure Statement; or

(c) otherwise in writing before the Buyer signed this contract.

(2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:

(a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and

(b) clauses 7.7(1)(e) and (g) do not apply.

[*Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023*]

7.9 Compliant Smoke Alarms

(1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.

(2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.9(1).

(3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

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 4.2;

(3) once to value the Property;

(4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and

(5) once to inspect 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 or expenditure on the Property, give a copy to the Buyer.

(3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 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, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:

(a) the entry condition report;

(b) the most recent routine inspection report;

(c) the RTA Form 2 Bond Lodgement form; and

(d) the current Tenant's tenancy application;

(3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;

(4) the Local Government rate account number for the Lot; and

(5) further copies or details if those previously given cease to be complete and accurate.

8.5 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

(1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

(1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  (a) any deficiency in price on a resale; and
  (b) its expenses connected with any repossession, any failed attempt to resell, and the resale,

  provided the resale settles within 2 years of termination of this contract.

(2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

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

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 Interest 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. GST

10.1 Definitions

(1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.

(2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price Includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

(1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

(2) the Seller:
  (a) must apply the Margin Scheme to the Supply of the Property; and
  (b) warrants that the Margin Scheme is able to be applied;

(3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
  (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

(1) the Purchase Price does not include any amount for GST;

(2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;

(3) the Seller warrants that:
  (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;

(4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;

(5) if either of the warranties in clause 10.5(3) is breached:
  (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;

(6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

(7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

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(1) the Purchase Price does not include any amount for GST;
(2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
(3) the Seller warrants that:
  (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
  (b) the Farming Business will continue until the day of the Supply.
(4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
(5) if either of the warranties in clause 10.6(3) is breached:
  (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
(6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
(7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.7 Adjustments

(1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
  (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
  (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
(2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6) 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:
  (a) the Buyer's purchase of the Property is not a notifiable action; or
  (b) the Buyer has received a no objection notification,

under the *Foreign Acquisitions and Takeovers Act 1975*.

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 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 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 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
  (a) 5 Business Days after posting; or
  (b) if sent by email, at the time it is sent.
(5) Notices given 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 11.3(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) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 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.
(9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

11.4 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.

11.5 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 (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

11.6 Business Days

(1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
(2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

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(3) **Acts and Regulations**
Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

(4) **Inconsistencies**
If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

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

(6) **Calculating Time**
If anything is permitted or required to be done:

(a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

(b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

(c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

11.11 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.

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

12.2 Additional Definitions

(1) The following additional definitions apply:

(a) "**Body Corporate**" means the body corporate of the Scheme.

(b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;

(c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;

(d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;

(e) **"Principal Body Corporate"** means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;

(f) "**Scheme**" means the community titles scheme containing the Lot;

(g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

(h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

(i) "**Regulation Module**" means the regulation module for the Scheme.

(2) The following definitions in clause 1.1 are modified as stated:

(a) "**Outgoings**" also includes Body Corporate Levies;

(b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);

(c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

(3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

(4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

12.3 Body Corporate Records Inspection

(1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.

(2) The Buyer must give notice to the Seller that:

(a) the Buyer:

(i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or

(ii) is not satisfied with its inspection in accordance with 12.3(1),

and the Buyer terminates this contract; or

(b) clause 12.3(1) has been either satisfied or waived by the Buyer.

(3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.

(4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

(5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax

(1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.

(2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts

(1) The Seller is liable for:

(a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and

(b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

(2) The Buyer is liable for any Special Contribution levied after the Contract Date.

(3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:

(a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;

(b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.

(4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

(1) The Buyer must:

(a) complete and sign a *BCCM Form 8 Information for body corporate roll* ("**Form 8**") and provide a copy to the Seller on or before settlement; and

(b) provide the Form 8 to the Body Corporate promptly after settlement.

(2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body

Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

12.9 Seller's Additional Warranties

(1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:

(a) the Seller:

(i) has not received notice of a meeting of the Body Corporate to consider; and

(ii) is not aware of a resolution of the Body Corporate,

consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and

(b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and

(c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.

(2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.

(3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 Body Corporate Meetings

(1) The Seller must promptly give the Buyer a copy of:

(a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and

(b) resolutions passed at that meeting and prior to settlement.

(2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.

(3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.

(4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

13.2 Additional Definitions

(1) The following additional definitions apply:

(a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;

(b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;

(c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;

(d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;

(e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;

(f) "**Principal Body Corporate**" means:

(i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and

(ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;

(g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:

(i) the *Integrated Resort Development Act 1987*; or

(ii) the *Mixed Use Development Act 1993*; or

(iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or

(iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or

(v) the *Sanctuary Cove Resort Act 1985;*

(h) "**Section 53 Notice**" means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;

(i) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.

(2) The following definitions in clause 1.1 are modified as stated:

(a) "**Outgoings**" also includes Body Corporate Levies;

(b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);

(c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

(3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

(4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

(1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.

(2) The Buyer must give notice to the Seller that:

(a) the Buyer

(i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or

(ii) is not satisfied with its inspection in accordance with clause 13.3(1),

and the Buyer terminates this contract; or

(b) clause 13.3(1) has been either satisfied or waived by the Buyer.

(3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.

(4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

(5) The Seller's right under clause 13.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

(1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.

(2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

(1) The Seller is liable for:

(a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and

(b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

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(2) The Buyer is liable for any Special Contribution levied after the Contract Date.

(3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,

(a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;

(b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.

(4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

(1) The Buyer must:

(a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and

(b) provide the Section 53 Notice to the Body Corporate promptly after settlement.

(2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

(a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;

(b) the easements implied or created by the Relevant Specified Act; and

(c) interests registered on the common property for the Parcel.

13.9 Seller's Additional Warranties

(1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:

(a) the Seller:

(i) has not received notice of a meeting of the Body Corporate to consider; and

(ii) is not aware of a resolution of the Body Corporate,

to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;

(b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and

(c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.

(2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.

(3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

13.10 Body Corporate Meetings

(1) The Seller must promptly give the Buyer a copy of:

(a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and

(b) resolutions passed at that meeting and prior to settlement.

(2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:

(a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and

(b) the Buyer would be materially prejudiced if required to settle this contract,

unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.

[Note: Complete if applicable. Complete with "Not applicable" or can be removed if not applicable]

Tenancies Schedule

Schedule to REIQ Contract for Sale and Purchase of Residential Real Estate

TENANT

Note: For the purpose of this Contract, a Tenant may include a resident named in a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld)

NAME/S:

TERM AND OPTIONS:

STARTING DATE OF TERM	ENDING DATE OF TERM	RENT:	BOND:
		$	$

NAME/S:

TERM AND OPTIONS:

STARTING DATE OF TERM	ENDING DATE OF TERM	RENT:	BOND:
		$	$

NAME/S:

TERM AND OPTIONS:

STARTING DATE OF TERM	ENDING DATE OF TERM	RENT:	BOND:
		$	$

MANAGING AGENT

AGENCY:

PROPERTY MANAGER:

ADDRESS:

SUBURB STATE POSTCODE

PHONE: EMAIL:

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

Seller disclosure statement

Queensland Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

» flooding or other natural hazard history
» structural soundness of the building or pest infestation
» current or historical use of the property
» current or past building or development approvals for the property
» limits imposed by planning laws on the use of the land
» services that are or may be connected to the property
» the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller: ASHLEE JOAN SCHAFER

Property address (referred to as the "property" in this statement): 2/62 Jamieson Street
Bulimba QLD 4171

Lot on plan description: LOT 9 SURVEY PLAN 300335

Community titles scheme or BUGTA scheme:
Is the property part of a community titles scheme or a BUGTA scheme:

☑ **Yes** — *If **Yes**, refer to Part 6 of this statement for additional information*

☐ **No** — *If **No**, please disregard Part 6 of this statement as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	**The seller gives or has given the buyer the following—**	
	A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.	☑ **Yes**
	A copy of the plan of survey registered for the property.	☑ **Yes**

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after **settlement**. ☐ **Yes** ☑ **No** **Note**—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed.
	Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: Insert date range » the amount of rent and bond payable: Insert amount of rent and bond » whether the lease has an option to renew: Insert option to renew information
	Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ **Yes**
	Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows: Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property
Statutory encumbrances	There are statutory encumbrances that affect the property. ☑ **Yes** ☐ **No** *If **Yes**, the details of any statutory encumbrances are as follows:* Easement in gross No 718774917 burdening the land.
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☐ **Yes** ☑ **No** If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? *(Insert date of the most recent rent increase for the premises or rooms)* **Note**—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is *(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)*: LMR2 Low-medium density residential (2 or 3 Storey Mix)		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	☐ **Yes**	☑ **No**
	The lot is affected by a notice of intention to resume the property or any part of the property.	☐ **Yes**	☑ **No**
	*If **Yes**, a copy of the notice, order, proposal or correspondence must be given by the seller.*		

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.	☐ **Yes**	☑ **No**
	The following notices are, or have been, given:		
	A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	☐ **Yes**	☑ **No**
	A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).	☐ **Yes**	☑ **No**
	A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).	☐ **Yes**	☑ **No**

Trees	There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.	☐ **Yes**	☑ **No**
	*If **Yes**, a copy of the order or application must be given by the seller.*		

Heritage	The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).	☐ **Yes**	☑ **No**

Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.

Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	☑ **Yes**	☐ **No**
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ **Yes**	☑ **No**
	Pool compliance certificate is given.	☑ **Yes**	☐ **No**
	OR		
	Notice of no pool safety certificate is given.	☐ **Yes**	☐ **No**

Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ **Yes**	☑ **No**
	A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.		

Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168.	☐ **Yes**	☑ **No**
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ **Yes**	☑ **No**
	*If **Yes**, a copy of the notice or order must be given by the seller.*		

Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.

Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	**Whichever of the following applies—**
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is: Amount: $572.84 Date Range: 1/4/26 to 30/6/26 OR The property is currently a rates exempt lot.** ☐ OR The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	**Whichever of the following applies—**
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is: Amount: $422.54 Date Range: 19/1/26 to 16/4/26 OR There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: Amount: Insert estimated amount Date Range: Insert date range

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	**The property is included in a community titles scheme.** ***(If Yes, complete the information below)***	☑ **Yes**	☐ **No**
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer. **Note**—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	☑ **Yes**	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer.	☑ **Yes**	☐ **No**
	If ***No***— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☐ **Yes**	
Statutory Warranties	**Statutory Warranties**—If you enter into a contract, you will have implied warranties under the *Body Corporate* and *Community Management Act 1997* relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		

Building Units and Group Titles Act 1980	**The property is included in a BUGTA scheme** ***(If Yes, complete the information below)***	☐ **Yes**	☑ **No**
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer.	☐ **Yes**	☐ **No**
	If ***No***— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot. **Note**—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	☐ **Yes**	

Signatures – SELLER

Signed by:
Ashlee Schafer
0345E135D1444E8...

Signature of seller	Signature of seller
Ashlee Schafer	
Name of seller	Name of seller
12/6/2026	
Date	Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer	Signature of buyer
Name of buyer	Name of buyer
Date	Date

7416_spls

Titles QUEENSLAND

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**51150439**	**Search Date:**	09/06/2026 10:28
Date Title Created:	26/06/2018	**Request No:**	56438515
Previous Title:	12391073		

ESTATE AND LAND

Estate in Fee Simple

LOT 9 SURVEY PLAN 300335
Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 51539

REGISTERED OWNER

Dealing No: 718876471 18/07/2018

ASHLEE JOAN SCHAFER

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 19549188 (ALLOT 6)
2. EASEMENT IN GROSS No 718774917 29/05/2018 at 14:30
   burdening the land
   BRISBANE CITY COUNCIL
   over
   LOT 19 ON RP54421
3. MORTGAGE No 718876472 18/07/2018 at 11:08
   MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

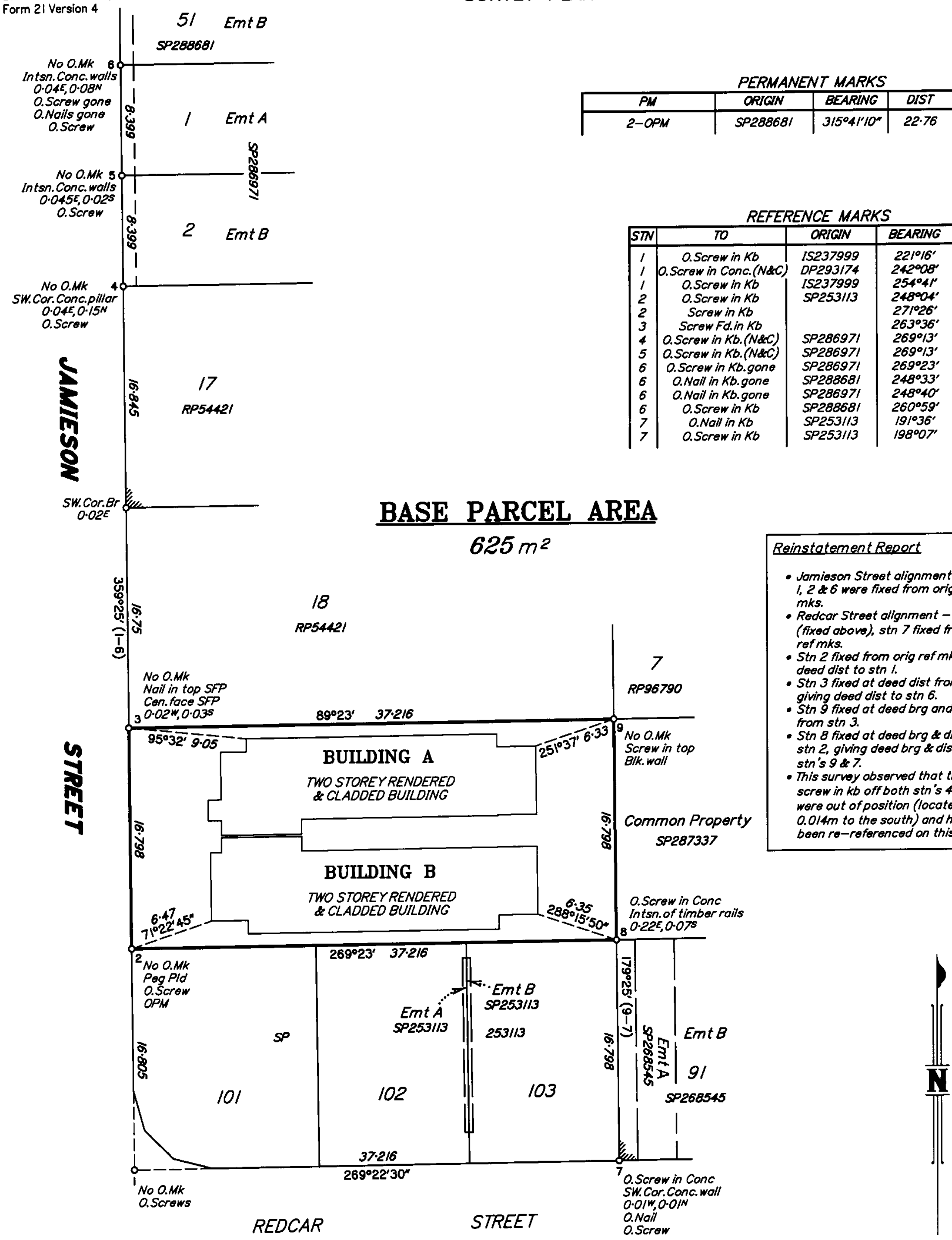
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet 1 of 3



PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
2–OPM	SP288681	315°41'10"	22·76	158848

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.Screw in Kb	IS237999	221°16'	4·183
1	O.Screw in Conc.(N&C)	DP293174	242°08'	5·011
1	O.Screw in Kb	IS237999	254°41'	15·916
2	O.Screw in Kb	SP253113	248°04'	5·231
2	Screw in Kb		271°26'	15·456
3	Screw Fd.in Kb		263°36'	15·482
4	O.Screw in Kb.(N&C)	SP286971	269°13'	4·9
5	O.Screw in Kb.(N&C)	SP286971	269°13'	4·906
6	O.Screw in Kb.gone	SP286971	269°23'	4·9
6	O.Nail in Kb.gone	SP288681	248°33'	5·114
6	O.Nail in Kb.gone	SP286971	248°40'	5·119
6	O.Screw in Kb	SP288681	260°59'	15·95
7	O.Nail in Kb	SP253113	191°36'	4·346
7	O.Screw in Kb	SP253113	198°07'	4·474

Reinstatement Report

- Jamieson Street alignment – stn's 1, 2 & 6 were fixed from orig ref mks.
- Redcar Street alignment – stn 1 (fixed above), stn 7 fixed from orig ref mks.
- Stn 2 fixed from orig ref mks, giving deed dist to stn 1.
- Stn 3 fixed at deed dist from stn 2, giving deed dist to stn 6.
- Stn 9 fixed at deed brg and dist from stn 3.
- Stn 8 fixed at deed brg & dist from stn 2, giving deed brg & dist to stn's 9 & 7.
- This survey observed that the o screw in kb off both stn's 4 & 5 were out of position (located 0.014m to the south) and have been re–referenced on this plan.

Scale 1: 300 – Lengths are in Metres.

13576 Par.Bulimba Orig.Allot.6

I, Errol Joseph Deller hereby certify that the land comprised in this plan was surveyed by Michael Gilbert BOIKO, Cadastral Surveyor for whose work I accept responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 16/1/2018.

Cadastral Surveyor

Date 29.1.18

Plan of Lots 8, 9 & Common Property

Cancelling Lot 19 on RP54421.

Scale: 1:300

Format: BUILDING

LOCAL GOVERNMENT: BRISBANE CITY COUNCIL

LOCALITY: BULIMBA

Meridian: SP288681

Survey Records: No

SP300335

Land Title Act 1994; Land Act 1994
Form 21B Version 1

718774930

BH 400 NT

$552.00
29/05/2018 14:32

WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We LADYCROSS PTY LTD A.C.N. 616 785 669
TRUSTEE UNDER INSTRUMENT 717875015

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan.

A. Devereux Sole Director

Signature of *Registered Owners *Lessees

* Rule out whichever is inapplicable

6.

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
12391073	Lot 19 on RP54421	8,9,COMM PROP	—	—

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
717875016	8 & 9	—

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
7? 7 [illegible]	8,9,COMM PROP

2. Planning Body Approval.
* Brisbane City Council
hereby approves this plan in accordance with the :
%
PLANNING ACT 2016

Dated this 11th day of May 2018

J Byrne
Jodi Byrne #
DELEGATE #

* Insert the name of the Planning Body.
% Insert applicable approving legislation.
# Insert designation of signatory or delegation

13576 Par. Bulimba Orig. Allot. 6

Date of Development Approval: 30/6/2017

9. Building Format Plans only.
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining * lots and road~~

E Deller 29.1.18
Cadastral Surveyor/Director* Date
*delete words not required

8,9,COMM PROP	ALLOT 6
Lots	Orig

7. Orig Grant Allocation :

8. Passed & Endorsed : 15.2.18 ~~29.1.18~~
By : EJ.DELLER
Date : ~~29.1.18~~
Signed : E Deller
Designation : CADASTRAL SURVEYOR

10. Lodgement Fees :
Survey Deposit $
Lodgement $
.......New Titles $
Photocopy $
Postage $
TOTAL $

3. Plans with Community Management Statement :
CMS Number : 51539
Name : 62 JAMIESON STREET

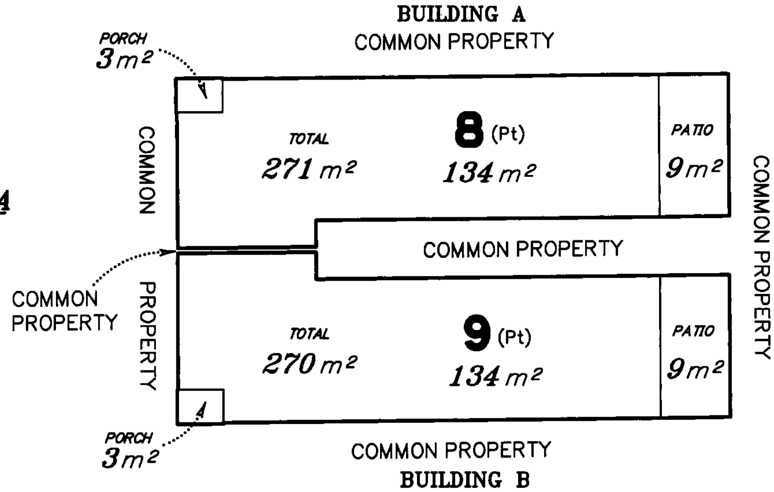
4. References :
Dept File :
Local Govt : A004910736
Surveyor : 13576

11. Insert Plan Number SP300335

ADDITIONAL SHEET

LEVEL A

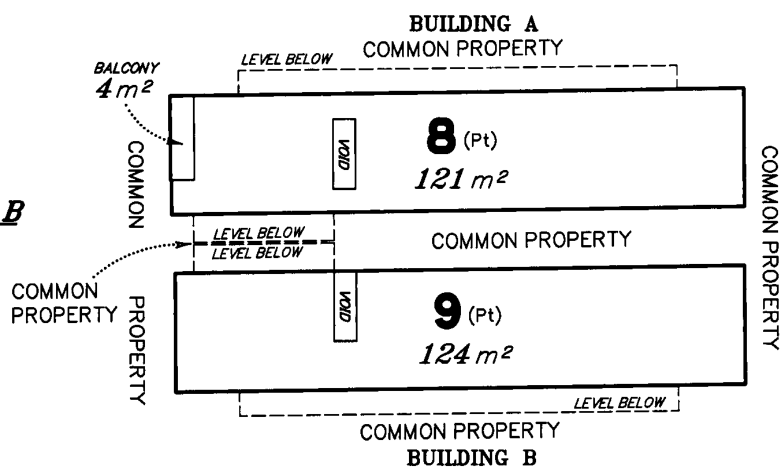
SCALE 1:200



N

LEVEL B

SCALE 1:200



13576 Par. Bullimba Orig. Allot. 6

Scale 1:200 — Lengths are in Metres.

Insert Plan Number SP300335

BCCM **Form 34**

Queensland Government

Department of Justice

Body corporate certificate – Specified Two-lot Schemes

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011*.

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which no lot owner agreements have been made;
- body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses);
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to make decisions about the scheme with the owner of the other lot in the scheme;
- must pay contributions towards agreed body corporate expenses (for example, insurance);
- must comply with the body corporate by-laws.

A body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called ‘lot owner agreements’).

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 – Information for body corporate roll. Fines may apply if you do not comply.

The information in this certificate is current as at: …… / …… / ……….

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see page 3), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and community education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

Property details and contacting the body corporate

Name and number of the community titles scheme (Example – Seaview CTS 1234)

CMS 51539

Lot and plan details

Lot number: 9

Plan type and number (Example – BUP 1234): SP300335

Plan of subdivision: ☒ Standard Format ☐ Building Format ☐ Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Building management statements

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

☒ Yes

☐ No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

☐ Yes. The body corporate manager is:

Name: ……………………………….. Company: ………………………….……

Phone:……………………………….. Email: …..………………………………

☒ No

Accessing records

Who is responsible for keeping the body corporate's records?

☐ The body corporate manager named above.

☒ The following person:

Name: Owners of Lot 8 and 9 Role: ………………………………….........

Phone:……………………………….. Email: …..………………………………

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

General by-laws

☐ The community management statement includes the complete set of by-laws that apply to the scheme.

☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

☐ Yes

☒ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are: (*select all that apply*)

☐ listed in the community management statement.

☐ given with this certificate.

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for.

The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for both lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for both lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: 1

Total contribution schedule lot entitlements for both lots: 2

Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for both lots: 2

Financial accounts

Does the body corporate keep one or more financial institution accounts (for example, a bank account)?

☐ Yes

☒ No

If yes, the name and amount held in the account/s and the person/s authorised to operate the account/s are:

☐ given with this certificate

☐ as follows:

Name of financial institution: ……………………………….…

Name of the person/s authorised to operate the account:

……………………………..….   ……………………………….…

Current amount held in the account: $ ……………………………….

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Agreed body corporate expenses

An *agreed body corporate expense* is an item of expenditure that the body corporate has decided, by a lot owner agreement, to incur. An agreed body corporate expense also includes expenses the body corporate is required to incur to comply with the Act, a statutory order or notice given to the body corporate, an order of an adjudicator, a judgment or order of a court, or an order of QCAT. The owner of each lot is required to pay a contribution to an agreed body corporate expense.

Are there any agreed body corporate expenses that the owner of the lot is liable to pay a contribution to?

☒ Yes

☐ No

If yes, the contributions payable by the owner of the lot that this certificate relates to are listed below.

WARNING: you may have to contribute additional amounts if a liability arises that is not already covered by an agreed body corporate expense.

Contributions payable by the lot

Total amount of contributions for lot 9 for the current financial year: $ 1,800 approximately.

Number of instalments: 1 (outlined below)

Due date	Amount due	Purpose of expense	Paid
17 / 5 / 27	$ __________	Building Insurance	☐ Yes ☒ No
…. / …. / …....	$ __________	_______________	☐ Yes ☐ No
…. / …. / …....	$ __________	_______________	☐ Yes ☐ No
…. / …. / …....	$ __________	_______________	☐ Yes ☐ No

Other amounts payable by the lot owner

For the current financial year there are:

☒ No other amounts payable for the lot.

☐ Amounts payable under exclusive use by-laws, totalling $ ....

☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling $ ....

☐ Other amounts, totalling $ .... (see explanation given with this certificate)

Summary of amounts due but not paid by the current owner

At the date of this certificate:

☒ All payments for the lot are up to date.

☐ The following amounts are due but not yet paid for the lot:

☐ Overdue contributions for agreed body corporate expenses: $ ....

☐ Other amounts due but not paid: $ ....

Total amounts due but not paid: $ ....

Common property, assets and contracts

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lawns, gardens and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. However, an owner is responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Improvements the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

☐ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☐ Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

Body corporate assets

Are there any body corporate assets more than $1,000 in value?

☐ Yes – details of the relevant assets are given with this certificate.

☒ No

Service contracts

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

The maximum term of a service contract that can be entered into by a body corporate is 1 year.

You may inspect the body corporate records to find information about engagements entered into by the body corporate, including the term of the engagement, as well as duties required to be performed and remuneration payable by the body corporate under the engagement.

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

☐ Yes

☐ No

More information about embedded networks in community titles schemes is available from: www.qld.gov.au/buyingbodycorporate.

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Current policies

☒ Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim.

are given with this certificate.

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

☐ Yes

☒ No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot. The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate was completed by:

☐ The owners of both lots in the community titles scheme (i.e. the body corporate);

☐ A body corporate manager or other authorised agent on behalf of the body corporate;

☐ The owner of the lot to which this certificate relates (authorised by a lot owner agreement);

☐ The owner of the other lot in the community titles scheme (authorised by a lot owner agreement).

Name/s Ashlee Schafer

Signature/s Signed by: Ashlee Schafer 0345E135D1444E8... **Date** 12/6/2026

Copies of documents given with this certificate:

☐ details of exclusive use by-laws or other allocations of common property (if applicable)

☐ details of financial accounts (if applicable)

☐ details of amounts due to the body corporate for another reason (if applicable)

☐ details of improvements the owner is responsible for (if applicable)

☐ details of body corporate assets (if applicable)

☐ details of insurance policies held by the body corporate

BODY CORPORATE FOR COMMUNITY TITLE SCHEME
300335
62 JAMIESON STREET
BULIMBA QLD 4171

Certificate of Currency Flexible Residential Strata Plan Insurance

Policy No	**HS**0000013407
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX 0001 0825
Insurer(s)	100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR) B123025FLE1451.
Period of Insurance	17/05/2026 to 17/05/2027 at 4:00pm
The Insured	BODY CORPORATE FOR COMMUNITY TITLE SCHEME 300335
Situation	62 JAMIESON STREET BULIMBA QLD 4171
Certificate date	16/05/2026

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	$1,648,855
	Common Area Contents	$0
	Loss of Rent & Temporary Accommodation (total payable)	$247,328
Section 2	Liability to Others	$10,000,000
Section 3	Voluntary Workers	
	Death	$100,000
	Total Disablement	$1,000 per week
Section 4	Fidelity Guarantee	$100,000
Section 5	Office Bearers' Legal Liability	Not Selected
Section 6	Machinery Breakdown	Not Selected
Section 7	Catastrophe Insurance	
	Sum Insured	$247,328
	Extended Cover - Loss of Rent & Temporary Accommodation	$37,099
	Escalation in Cost of Temporary Accommodation	$12,366
	Cost of Removal, Storage and Evacuation	$12,366
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	
	Government Audit Costs	$25,000
	Appeal Expenses – common property health & safety breaches	$100,000
	Legal Defence Expenses	$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	$250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

a. a lake (whether or not it has been altered or modified);
b. a river (whether or not it has been altered or modified);
c. a creek (whether or not it has been altered or modified);
d. another natural watercourse (whether or not it has been altered or modified);
e. a reservoir;
f. a canal;
g. a dam.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Resultant Damage from both Escape of Liquid and Major Faults and Defects	Selected
Increased exploratory costs, replacement of defective parts	Not Selected
Extended Temporary Accommodation and Loss of Rent	Not Selected
Fusion	Not Selected
Floating floors	Selected
Special Benefits	Not Selected

Date Printed 16/05/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording New Flex PDS reference code for the Lloyd's product is: AX 0001 0825 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

718774922

$181.00
29/05/2018 14:30

BH 460

the Department's website.

1. Nature of request	REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR 62 ~~JANIESON~~COMMUNITY TITLES SCHEME JAMIESON STREET	**Lodger** (Name, address, E-mail & phone number) CSM CONVEYANCING	**Lodger Code** BH 020

2. Lot on Plan Description
LOT 19 ON RP 54421

Title Reference
12391073

3. Registered Proprietor/State Lessee
LADYCROSS PTY LTD A.C.N. 616 785 669 TRUSTEE UNDER INSTRUMENT 717875015

4. Interest
NOT APPLICABLE

5. Applicant
LADYCROSS PTY LTD A.C.N. 616 785 669 TRUSTEE UNDER INSTRUMENT 717875015

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for 62 Jamieson Street Community Titles Scheme and that 1/62 ~~Janieson~~ Jamieson Street, Bulimba, QLD 4171 be recorded as the address for service on the body corporate for the scheme.

7. Execution by applicant

29/5/18
Execution Date

Applicant's or Solicitor's Signature

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

PHILIP RALPH SWIFT
Solicitor

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

SCHEDULE

Form 20 Version 2

Title Reference [12391073]

STATEMENT ABOUT ALTERATION OR MINOR CORRECTION TO LAND REGISTRY FORM
FORM BEING ALTERED OR CORRECTED: FORM 14

NAME OF AUTHORISED PERSON OR SOLICITOR: PHILIP RALPH SWIFT

NAME OF AUTHORISED PERSONS FIRM OR EMPLOYER (LEGAL PRACTICE, COMMERCIAL LENDER OR SETTLEMENT AGENCY): CSM CONVEYANCING

ITEM/S BEING ALTERED OR CORRECTED: 1 & 6

DETAILS OF ALTERATION OR MINOR CORRECTION: CORRECT NAME OF SCHEME

PARTY REPRESENTED (WHERE SIGNED BY A SOLICITOR): SOLICITOR FOR APPLICANT

....

AUTHORISED PERSON'S OR SOLICITORS SIGNATURE

QUEENSLAND LAND REGISTRY **FIRST COMMUNITY MANAGEMENT STATEMENT** **CMS** Version 3

Body Corporate and Community Management Act 1997

51539

is statement incorporates and must include the lowing:

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

1. Name of community titles scheme
62 Jamieson Street Community Titles Scheme

2. Regulation module
Specified ~~Lot~~ Two-Lot Scheme

3. Name of body corporate
Body Corporate for 62 Jamieson Street

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property for 62 Jamieson Street Community Titles Scheme			To issue from 12391073
Lots 8 – 9 on SP300335			To issue from 12391073

5. Name and address of original owner #
Ladycross Pty Ltd A.C.N 616 785 669 Trustee under Instrument 717875015
7 Caringal Place
ST IVES NSW 2075

6. Reference to plan lodged with this statement
SP300335

 # first community management statement only

7. Local Government community management statement notation

.... signed

Rebecca Owens Senior Urban Planner name and designation

Brisbane City Council name of Local Government

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

Executed by Ladycross Pty Ltd A.C.N 616 785 669
Trustee under Instrument 717875015

A. Devereaux
Alison Devereaux Sole Director ***Execution**

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

9/12/18
Execution Date

Privacy Statement
Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

SCHEDULE

Title Reference [12391073]

STATEMENT ABOUT ALTERATION OR MINOR CORRECTION TO LAND REGISTRY FORM
FORM BEING ALTERED OR CORRECTED: CMS

NAME OF AUTHORISED PERSON OR SOLICITOR: PHILIP RALPH SWIFT

NAME OF AUTHORISED PERSONS FIRM OR EMPLOYER (LEGAL PRACTICE, COMMERCIAL LENDER OR SETTLEMENT AGENCY): CSM CONVEYANCING

ITEM/S BEING ALTERED OR CORRECTED: 1

DETAILS OF ALTERATION OR MINOR CORRECTION: CORRECT wording of regulation module

PARTY REPRESENTED (WHERE SIGNED BY A SOLICITOR): SOLICITOR FOR ORIGINAL OWNER

....

AUTHORISED PERSON'S OR SOLICITORS SIGNATURE

SCHEDULE

Title Reference [12391073]

STATEMENT ABOUT ALTERATION OR MINOR CORRECTION TO LAND REGISTRY FORM
FORM BEING ALTERED OR CORRECTED: CMS

NAME OF AUTHORISED PERSON OR SOLICITOR: PHILIP RALPH SWIFT

NAME OF AUTHORISED PERSONS FIRM OR EMPLOYER (LEGAL PRACTICE, COMMERCIAL LENDER OR SETTLEMENT AGENCY): CSM CONVEYANCING

ITEM/S BEING ALTERED OR CORRECTED: 1, 3, 4 & 8

DETAILS OF ALTERATION OR MINOR CORRECTION: CORRECT NAME OF SCHEME & DESIGNATION/DATE OF SIGNATORY

PARTY REPRESENTED (WHERE SIGNED BY A SOLICITOR): SOLICITOR FOR ORIGINAL OWNER

....
AUTHORISED PERSON'S OR SOLICITORS SIGNATURE

Schedule A Schedule of Lot Entitlements

Lot No.	Contribution Entitlement	Interest Entitlement
Lot 8 on SP300335	1	1
Lot 9 on SP300335	1	1
Totals	**2**	**2**

The contribution lot entitlements are based on the equality principle, as it is just and equitable for them to be equal.

The Interest schedule lot entitlements are based on the market value principle with relevance to the expected selling prices.

Schedule B Explanation of the development of scheme land

Not Applicable.

Schedule C By-laws

1 Interpretation

1.1 Definitions

In these by-laws the following terms have these meanings unless the contrary intention appears:

Act means the *Body Corporate and Community Management Act 1997* and includes all regulations made under it.

Body Corporate means the body corporate for the Scheme.

Committee means the committee of the Body Corporate.

Commercial Lot The lot or lots which is or are clearly intended for lawfull retail and/or commercial purposes (for examples, a newsagent, a convenient store, a conference room, day spa, beauty salon etc).

Common Property means the common property for the Scheme.

Council means the Brisbane City Council.

Lot means a lot in the Scheme.

Planning Scheme means the planning scheme for Brisbane City within the meaning of the *Sustainable Planning Act 2009*.

Scheme means the community titles scheme for which this is the community management statement.

1.2 **Interpretation**

A reference to "you" or "your" means every person who is bound by these by-laws, other than the Body Corporate.

In these by-laws:

(b) the singular includes the plural and vice versa and words importing a gender include other genders; and

(c) other grammatical forms of defined words or expressions have corresponding meanings; and

(d) "person" includes a firm, a body corporate, an unincorporated association or an authority; and

(e) a reference to:

- (i) a document includes any variation or replacement of it and all schedules, annexures and exhibits to the document; and
- (ii) a law includes regulations and other instruments under it and amendments or replacements of any of them; and
- (iii) a thing includes the whole and each part of it; and

(iv) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and

(f) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

1.3 Obligations and rights extend to exclusive use areas

Obligations and rights in these by-laws relating to Lots also apply to exclusive use areas to the extent they are consistent with specific provisions of the relevant exclusive use by-law and the Act.

2 General rules

2.1 Use of Lots and Common Property

(a) Lots may be used as residences and for ancillary uses allowed from time to time under the Planning Scheme.

(b) You must not make or allow any noise in a Lot or on the Common Property that would unreasonably interfere with the enjoyment by others of a Lot or the Common Property. If noise is unavoidable then it must be reasonably minimised.

(c) You must not obstruct the lawful use of the Common Property by other people.

(d) An owner or occupier must not use any Lot nor any part of the Common Property for any purpose which may be illegal or injurious to the reputation of the owners or the Scheme or the general management of the Scheme.

(e) Owners and Occupiers must immediately notify the Body Corporate if they, their agents, visitors, tenants, licensees or other person visiting their lot (with or without invitation) are involved in an accident on Common Property and must give the Body Corporate a reasonably detailed description of the circumstances surrounding the accident.

2.2 Children must be supervised

Children under seven years of age must be supervised by a responsible person over 15 years of age while on the Common Property.

2.3 Smoking

You must not smoke in any part of the Common Property.

2.4 Compliance with Laws

You must promptly comply with all laws relating to your Lot and the activities conducted on the Lot.

2.5 Fire risks, safety and fire insurance

(a) You must not store or use flammable materials in your Lot or the Common Property, unless you have written consent from the Body Corporate. However, you may keep reasonable quantities of things that are normally kept in a home (for example, you may have a gas bottle for a barbecue).

(b) You must not do anything that may breach any laws about fire safety.

(c) An owner or occupier must not use or interfere with any fire safety equipment except in the case of any emergency, and must not obstruct any fire stairs or fire escape.

(d) An owner or occupier must not use or interfere with any fire safety equipment except in the case of any emergency, and must not obstruct any fire stairs or fire escape.

(e) The Body Corporate or an owner or occupier must, in respect of the Scheme or the Lot, as appropriate:

(i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Scheme or the Lot;

(ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of all relevant authorities; and

(iii) take all reasonable steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

(f) If an owner or occupier does anything on their Lot which causes any fire service or authority to visit the Scheme Land, and a cost is charged to the Body Corporate, then the owner or occupier of the relevant Lot must pay that amount on demand to the Body Corporate.

2.6 Obstruction of Pathways

(a) Pathways and driveways on the Scheme and any easement giving access to the Scheme must not be obstructed by any owner or occupier of a Lot or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

(b) Bikes, skateboards and the like may not be ridden within the Scheme.

2.7 Post Box Clearance

The owner or occupier must regularly clear their post box.

2.8 Use of plumbing

(a) The plumbing, gas and electrical equipment and systems in your Lot must not be used for any purpose for which they were not designed. You must turn off the hot water system and gas supply if your Lot will be unoccupied for more than a month.

(b) You must not use the facilities on the Common Property for any purpose for which they are not intended.

(c) The water closets, conveniences and other water apparatus including water pipes and drains in each lot and the Common Property must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them.

(d) Any costs or expenses resulting from damage or blockage to such water closets, conveniences water apparatus, waste pipes and drains from misuse or negligence will be borne by the owner or occupier of the relevant Lot.

2.9 Damage to Lawns

(a) An Owner or Occupier must not:

(i) Damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or

(ii) Use a part of the Common Property as a garden without the written approval of the Body Corporate.

(b) An approval under subparagraph (b) must state the period for which it is given.

(c) However, the Body Corporate may cancel the approval by giving you seven (7) days written notice.

2.10 Damage to Common Property

(a) You must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into or otherwise damage or deface a structure that forms part of the Common Property.

(b) However, you may install a locking or safety device to protect the Lot against intrudes, or a screen to prevent entry of animals or inserts if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

2.11 Notice of accidents

(a) You must notify the Body Corporate if you are involved in an accident on Common Property and give a reasonably detailed description of the circumstances.

(b) An owner or occupier of a lot must give to the committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his/her knowledge and the committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any lot as often as may be necessary.

3 Security

3.1 Locking your doors and windows

(a) Windows and external doors in Lots must be locked when nobody is in the Lot.

(b) If you have written approval from the Body Corporate, you may install locks and security screens or bars on the doors and windows to your Lot and insect screens. The Body Corporate must not unreasonably refuse this approval and may specify acceptable locks, security bars and screens and insect screens that can be installed without specific approval.

4 Cleaning, maintenance, alterations

4.1 Cleaning and maintenance for Lots

(a) Owners and Occupiers must keep their Lot:

(i) clean and remove rubbish at least weekly; and

(ii) maintained in good condition and you must repair any problems with internal plumbing and wiring.

(iii) each owner or occupier must be kept clean and all practical steps must be taken to prevent infestation by vermin and/or insects.

(b) Your cleaning obligation applies to any exclusive use area for your Lot, unless the relevant exclusive use by-law says that the Body Corporate is responsible for cleaning the area.

(c) You must maintain your Lot in good condition. You must maintain the plant and equipment, wiring and plumbing that is in your Lot or that exclusively serves your Lot so that the plant and equipment is safe and operates properly. You must comply with the manufacturer's recommendations about periodic maintenance and servicing for the air conditioner in your Lot. This by-law does not oblige you to maintain plant and equipment, wiring and plumbing that, under the Act, is the responsibility of the Body Corporate.

4.2 Pest control

You must keep your Lot free of pests to the extent you reasonably can. You must treat the Lot for pests in accordance with treatment schedules specified by the Body Corporate from time to time and give the Body Corporate evidence that you have complied with this obligation. The treatment schedules specified by the Body Corporate must apply to the whole building.

4.3 Rubbish and rubbish bins

(a) Unless the Body Corporate provides some other way of garbage disposal, you must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designed by the Body Corporate for the purpose.

(b) An owner, occupier or invitee of a Lot must not throw or allow to fall any paper, rubbish, dirt, refuse, cigarette butts or other substance whatsoever (rubbish) down the stairs, out of an window, door, skylight or balcony (if any) of any Lot or of Common Property.

(c) Owners and Occupiers must:

(i) ensure bins are placed out for and returned within 24 hours after collection;

(ii) comply with all local government local laws about disposal of garbage;

(iii) ensure that you do not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owner or Occupier of other Lots; and

(iv) not put any rubbish on the Common Property except in bins provided or arranged by the Body Corporate and designated for use by that Lot or in any garbage chute provided for that purpose.

4.4 Aerials

You must not erect television, radio or other communication receivers or aerials on the Common Property or within your Lot if it is visible from outside the Lot without consent from the Body Corporate.

4.5 External appearances

(a) You must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot. In the essence, those are including but not limited to window coverings, shutters, blinds and curtains.

(b) An owner shall not hang curtains, install venetians blinds or apply window tinting visible from outside the lot unless those curtains have a white backing, unless such colour and design have been approved by the committee. An owner shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the committee. In giving such approvals the committee shall ensure that curtain backing and window tinting used in all units presents a uniform appearance when viewed from common property or any other lot.

(c) You must not, without the Body Corporate's written approval:

(i) hang washing, towel, bedding, clothing or another cloth article if the article is visible from another Lot or the Common Property or from outside the Scheme Land; or

(ii) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the Scheme Land.

4.6 Balconies and Terraces

You must comply with the conditions of the development approval for the Scheme Land which provides that all balconies and terraces shown on the approved drawings and documents for the Scheme are to remain unclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings for the Scheme.

4.7 Alterations to Common Property etc.

(a) The Owner or Occupier must not:

(i) alter the Common Property or Body Corporate property; or

(ii) install equipment or machinery of any type on the Common Property, unless you have written approval from the Body Corporate.

(b) An owner of a lot shall not without the consent in writing of the body corporate committee erect any fence on the lot unless the same is of a construction approved by the body corporate committee.

4.8 Requirements about works

(a) If you make alterations to, or install things on, the Common Property then you must:

(i) comply with conditions imposed by the Body Corporate when approval was given for the work; and

(ii) first obtain any approvals required by law for the work and give copies of those approvals to the Body Corporate; and

(iii) ensure that the work is done properly by appropriately skilled and licensed tradespeople; and

(iv) complete the work as soon as reasonably possible after you start; and

(v) clean up any mess and fix any damage caused by the work; and

(vi) keep the alterations or things installed in good condition at all times.

5 Parking and driving

5.1 The occupier of a lot must not, without the body corporate's written approval

(a) park a vehicle, or allow a vehicle to stand, on the common property; or

(b) 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.

5.2 An approval under subsection (5.1) must state the period for which it is given, with the exception of designated visitor parking.

5.3 However, the Committee may cancel the approval by giving 7 days written notice to the owner or occupier, with the exception of designated visitor parking.

5.4 The car parks in the building may only be used by residents and their bona fide visitors and must not be used (including by lease or separate sale) for any other purpose.

5.5 Vehicles weighing more than 3 tonnes may not be driven or parked on Scheme Land, except for the purposes of moving furniture into or out of a Lot, without written approval from the Committee.

5.6 Vehicles may not be driven within the Scheme at more than 10 kilometres per hour.

5.7 An owner or occupier must not carry out repairs or maintenance of any kind on any vehicle on Scheme Land nor store on Scheme Land so as to be visible to others from common property or exclusive use areas.

5.8 When any vehicle is parked or left standing on any part of the Scheme Land without proper authorisation (whether under the bylaws for the Scheme or otherwise) the Body Corporate may have the vehicle towed away at the expense of the owner of the vehicle.

5.9 Any occupation of a caravan, campervan or the like on scheme land is strictly prohibited.

6 Exclusive use courtyards

6.1 Exclusive Use of Courtyard

(a) In accordance with the allocation in Schedule E, the owners or occupiers of the respective Lots will be entitled to the exclusive use and enjoyment of a courtyard, the identifying numbers of which are set out in Schedule E and attached Exclusive Use Plans.

(b) The exclusive use courtyard areas granted under this by-law are to be used by the owners or occupiers of the respective Lots in conjunction with the use of the respective Lots, and they must not create or allow a nuisance to be created upon such area.

(c) Each owner or occupier is responsible for keeping their exclusive use courtyard area clean from litter and otherwise in a neat and tidy condition. It is the responsibility of the lot owners to maintain the garden and mow the lawn.

(d) In the event that any of the exclusive area is not cleaned or maintained to a standard that the Committee considers appropriate, the Committee may, at its discretion, engage the service contractor to undertake those duties at the expense of the owner or occupier.

6.2 Access through courtyards to Common Property

The Body Corporate is authorised to pass through an exclusive use courtyard where necessary to obtain access to the Common Property.

7 Other matters

7.1 Obligations of occupiers who are not owners of Lots

(a) An occupier of a Lot who is not the owner of the Lot must comply with obligations of the owner of the Lot with respect to cleaning and pest control for the Lot and exclusive use areas for the Lot.

(b) The imposition of maintenance obligations on the owner of a Lot under these by-laws does not prevent the owner from passing that obligation onto an occupier of a Lot.

(c) The obligation of an owner of a Lot to comply with maintenance, repair or replacement obligations in these by-laws is not affected because the owner has entered into an agreement under which another person is also obliged to comply with those obligations.

(d) An obligation of a tenant under these by-laws is not affected even though, under the tenant's tenancy agreement or tenancy law, the landlord is required to comply with the obligation.

7.2 Behaviour of invitees and children

(a) You shall take all reasonable steps to ensure that your invitee and children do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

(b) You shall be liable to compensate the Body Corporate in respect of all damages to the Common Property or personal property vested in it caused by you, your invitees or children.

(c) Your invitees 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.

(d) The duties and obligations imposed by these By- laws on you shall be observed not only by you but also by your guests, servants, employees, agents, children, invitees and licensees.

(e) Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by you or your guests, servants, employees, agents, children, invitees or licensees or any of you, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from you at the time when the breach occurred.

(f) You shall require your invitees to be quiet at all times when passing over Common Property.

7.3 Recovery of money spent by Body Corporate

If you, or your guest, child, employee, contractor or agent, damage the Common Property and the Body Corporate incurs a cost fixing that damage, then you must, on demand, pay the Body Corporate the amount it spent.

7.4 Landlords

(a) The landlord must upon notice from the Body Corporate provide the secretary or Body Corporate manager the full name(s) of the tenants residing in the lot.

(b) The landlord must upon notice from the Body Corporate take the necessary steps, including any action available under the terms of the lease or license agreement, to ensure that any tenant(s) are in adherence with the Body Corporate by-laws.

7.5 Recovery of costs and levies

(a) An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in –

(i) recovering levies or any other money that the Body Corporate is entitled to recover from the Owner under the Act, any other statutory provisions or at common law, and

(ii) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications under the dispute resolution provisions of the Act.

7.6 Penalty for Late Payment

As provided for under the Body Corporate and Community Management Act 1997, the committee for the time being shall at its discretion be authorised to charge the prescribed penalty of 2.5% monthly against owners for the late payment of levies, including any special levies which may be properly struck at any time.

7.7 Right of Entry

(a) You shall allow entry into your Lot by the Body Corporate and its authorised parties for all purposes including but not limited to the inspection of the interior of a Lot to test the electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the installation or equipment (at your expense in cases where such leakage or defect is due to any act or default of you or your tenants, guests, servants and agents) associated with the Body Corporate, the Building and the By-laws upon reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable.

(b) Despite 7.7(a), no notice shall be required in the case of emergency.

(c) The Body Corporate shall ensure as little disruption is caused to the Owner or Occupier of a Lot as in reasonable in the circumstances when exercising any rights of entry.

7.8 Services Entry

Access to the exclusive use areas of any lot shall be made available by the owners for the time being as and when requested by the Brisbane City Council or the Body Corporate committee or any contractors, sub-contractors, workmen, agents or other persons authorised by it, at all reasonable times, for the purpose of inspecting, repairing or maintaining any services which run underground through the exclusive use areas and which may require inspection, repairs or maintenance to be carried out from time to time.

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

SCHEDULE

FORM 20 Version 3

Schedule D Any other details required or permitted to be included

Lots affected by statutory easements

Lots affected	Type of easement	Services Location Diagram
All lots and common property on SP300335	Support, shelter and services	Plan 'B'

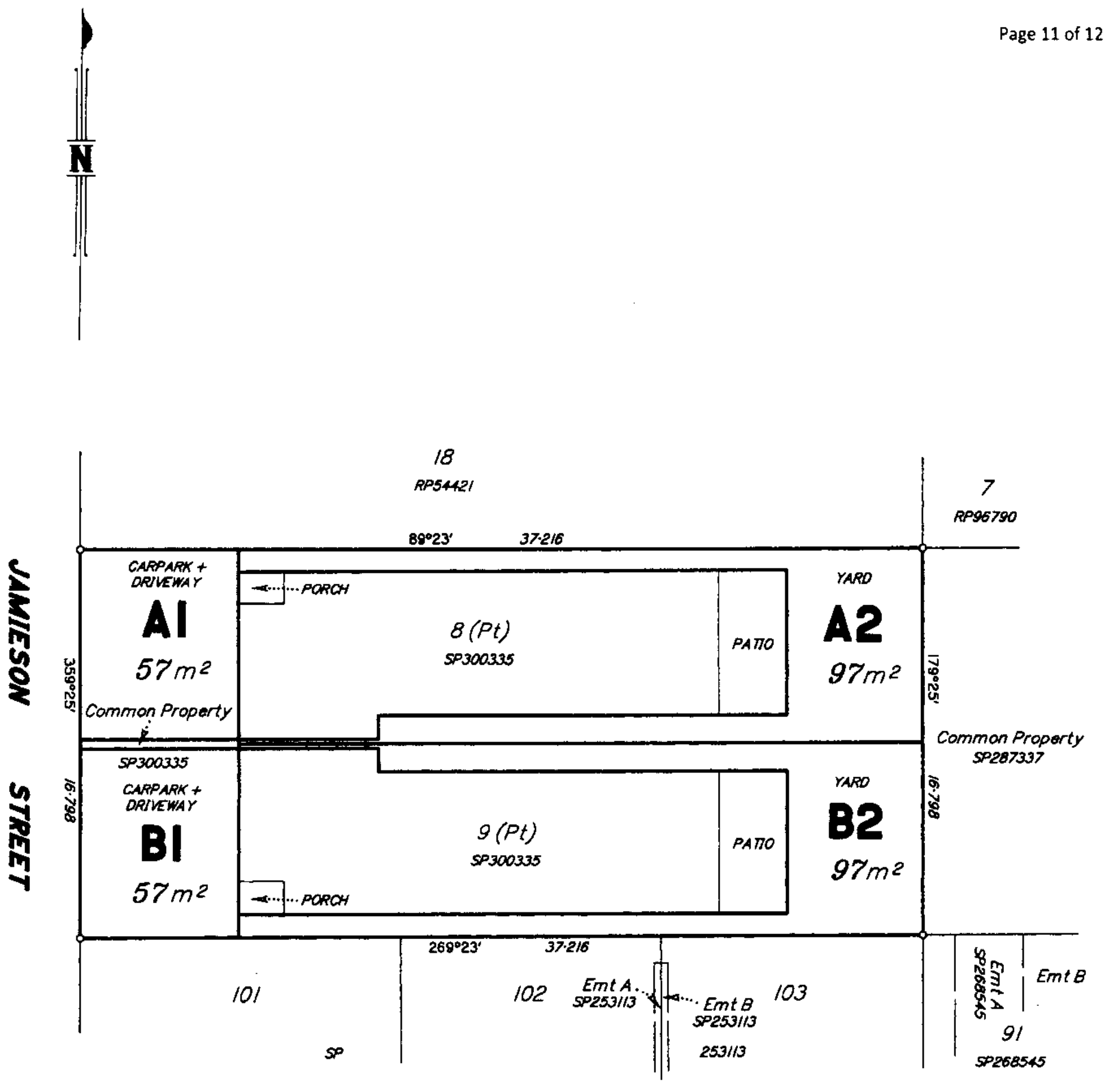
A Service Location Diagram is included in this Community Management Statement.

Schedule E Description of lots allocated exclusive use areas of Common Property

Lot No.	Exclusive Use Area located on the Exclusive Use Plan	Permitted Use	Exclusive Use Plan
Lot 8 on SP 300335	A1 A2	Driveway & Carpark Courtyard	Plan 'A'
Lot 9 on SP 300335	B1 B2	Driveway & Carpark Courtyard	Plan 'A'

Level A

PLAN 'A' Sheet 11 of 12



Scale 1:200 — Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

B Areas revised............9.05.18

EXCLUSIVE USE PLAN

62 JAMIESON STREET

(Level A)

Over Common Property on SP300335

LOCALITY OF BULIMBA

BRISBANE CITY COUNCIL

Scale @ A3 1:200 Date 24/1/2018

Exclusive Use areas are defined by fences and external face of building walls

I, Errol Joseph DELLER, hereby certify that the details shown on this sketch plan are correct

Cadastral Surveyor

Date 3.5.18

ENDORSED ACCREDITED SURVEYOR	"SKETCH OK" 3.5.18 PASSED DATE

WD Surveys

LICENSED SURVEYORS and DEVELOPMENT CONSULTANTS

Level 1/27 ANZAC AVE
REDCLIFFE 4020
P.O.Box 2327
REDCLIFFE NTH 4020

Ph: (07) 32841466
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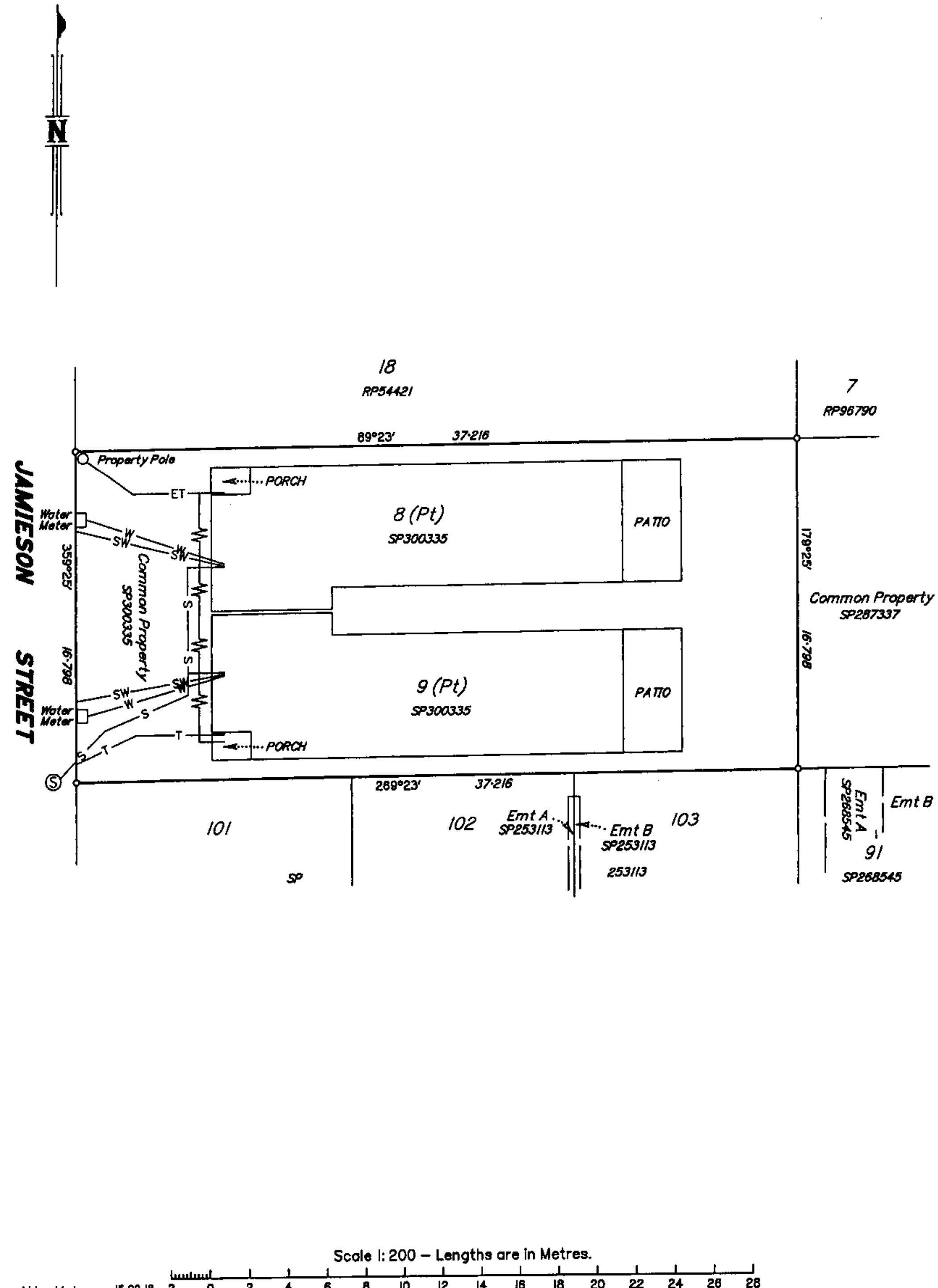
Email mail@wdsurveys.com.au

FILE NO. BFP13576

DWG NO. 18/BFP13576/3B

PLAN 'B' Sheet 12 of 12



B Gap between bldgs added..........15.02.18

13576 Par. Bulimba Orig. Allot. 6

SERVICES LOCATION DIAGRAM 62 JAMIESON STREET over Common Property on SP300335 LOCALITY OF BULIMBA BRISBANE CITY COUNCIL SCALE @ A3 1:200 Date 24/1/2018	LEGEND —W—W—W— O/H ELECT. —UE—UE—UE— U/G ELECT. —T—T—T— TELSTRA —S—S—S— SEWER —SW—SW—SW— STORMWATER —W—W—W— WATER —ET—ET—ET— ELECTRICITY & TELSTRA	LOCATION OF SERVICES AS SUPPLIED BY REGISTERED OWNER / BUILDER AND NOT VERIFIED BY FIELD SURVEY FILE NO. BFP13576 DWG NO. 18/BFP13576/4B

QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION

FORM 23
POOL SAFETY CERTIFICATE

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975.*

1. Pool safety certificate number

Identification number: PSC0294356

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address: U 2 62 JAMIESON ST

BULIMBA QLD

Postcode 4 1 7 1

Lot and plan details: 9/SP/300335

Local government area: BRISBANE CITY

3. Exemptions, Performance solutions, or Special conditions for the swimming pool (If applicable)

If an exemption or performance solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or performance solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No performance solution applies

4. Pool properties

Shared pool ☐ Non-shared pool ☑ Number of pools 1

5. Pool safety certificate validity

Effective date: 12/05/2026 Expiry date: 12/05/2028

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name: Paul Sidney CLOUGHLEY

Pool safety inspector licence number: PS101709

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.