

Seller Disclosure Report

Vendor/s

GEORGIA BARKER, DANIEL ROBERT BROWN

Property Address

UNIT 203 10 CURWEN TCE, CHERMSIDE QLD 4032

Prepared On

Saturday, August 16, 2025

In This Report

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Disclosure Statement

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 GEORGIA BARKER, DANIEL ROBERT BROWN

Property address UNIT 203 10 CURWEN TCE, CHERMSIDE QLD 4032
(referred to as the
“property” in this
statement)

Lot on plan description Lot 203 on SP317014

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

☐ **No**

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

*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	<p>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.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No to affect the property after settlement.</p> <p>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.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: PLEASE REFER TO THE REIQ CONTRACT TI</p> <p>» the amount of rent and bond payable: PLEASE REFER TO THE REIQ CONTRACT TI</p> <p>» whether the lease has an option to renew: PLEASE REFER TO THE REIQ CONTRACT TI</p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in <input type="checkbox"/> Yes writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>Please refer to the attached Statutory Encumbrance Maps and Annexure for further information.</p>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> More than 12 months</p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>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.</p>

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	<p>The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):</p> <p>Residential north NPP-002, High density residential (Up to 15 storeys), Chermside centre neig</p>		
Transport proposals and resumptions	<p>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.</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	<p>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.</p>		
Vegetation, habitats and protected plants	<p>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.</p>		

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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>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.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , 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: \$548.82	Date Range: 01/07/2025-30/09/2025
OR	
The property is currently a rates exempt lot.**	<input type="checkbox"/>
OR	
The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.	<input type="checkbox"/>

*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*.**

	Whichever of the following applies—
Water	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$57.79 Date Range: 26/03/2025-19/06/2025
	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: <input type="text"/> Insert estimated amount Date Range: <input type="text"/> 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	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>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.</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> 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.</p>

Building Units and Group Titles Act 1980	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>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.</p>

Signatures – SELLER

Signed by:

075ED97FF550F64A


Signature of seller

Georgia Barker

Name of seller

16/08/2025 10:31 am

Date

Signed by:

A13A597FFB347C72

Signature of seller

Daniel Brown

Name of seller

16/08/2025 09:09 am

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

Searches

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52793900
Search Date: 30/07/2025 17:31

Title Reference: 51211809
Date Created: 24/02/2020

Previous Title: 51161600

REGISTERED OWNER

Dealing No: 719946890 10/03/2020

GEORGIA BARKER
DANIEL ROBERT BROWN JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 203 SURVEY PLAN 317014
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 53410

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10134017 (POR 548)
2. MORTGAGE No 720847709 08/06/2021 at 14:06
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

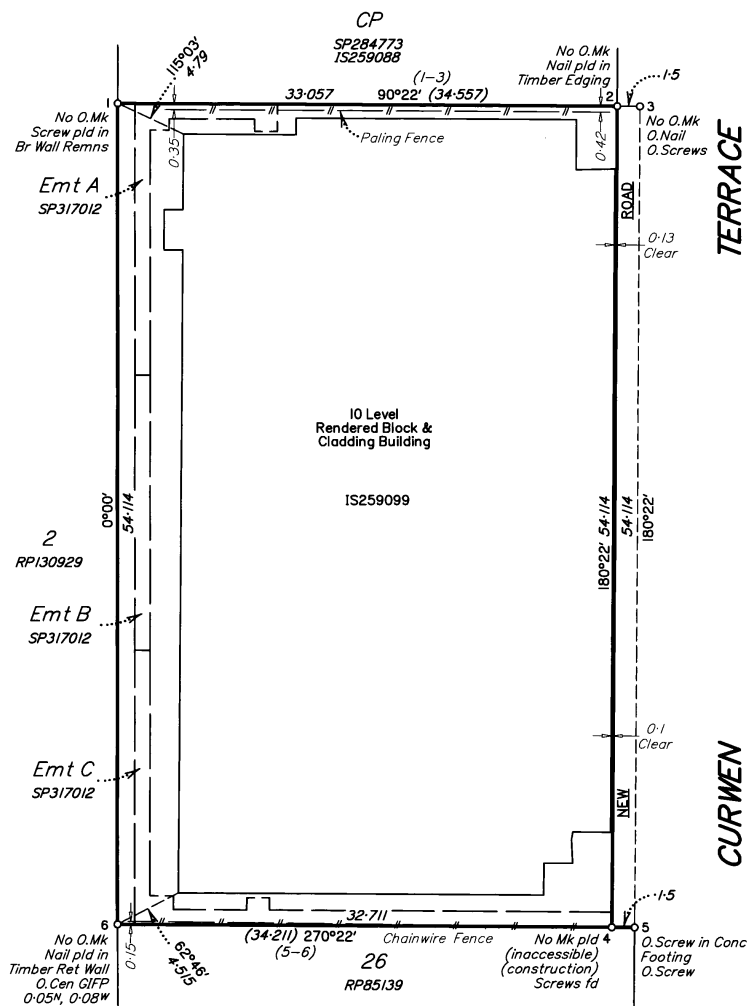
** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

SURVEY PLAN

Drawn : AC

Sheet
1 of
7

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
2	Screw in Conc	vide IS277880	66°34'	1-69
3	O.Nail in Kerb	vide SP284773	79°18'	3-98
3	O.Screw in Conc	IS259088	57°48'30"	15-7
3	O.Screw in Kerb	SP284773	14°23'	17-563
3	O.Screw in Conc	IS259088	46°17'20"	18-644
4	Screw fd in Kerb	IS259099	90°15'30"	12-596
4	Screw fd in Conc		64°21'30"	16-74
5	O.Screw in Kerb		58°52'	13-03

(Not Schd)

Base Parcel Area : - 1779 m²

Area of New Road
81 m²

Scale 1:300 - Lengths are in Metres.

DTS GROUP QLD PTY LTD (ACN 010 000 843) hereby certify that the land comprised in this plan was surveyed by the corporation, by Benjamin Thomas Pilgrim, Surveying Graduate, for whose work the corporation accepts responsibility, under the supervision of Anthony John Valentine, Cadastral Surveyor, 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 21/10/2019.



Director/Authorised Signatory

Director/Authorised Signatory

Date: 14.11.19

LOCAL
GOVERNMENT: BRISBANE CITY

LOCALITY: CHERMSIDE

Meridian: SP317012

Survey
Records: No

Scale: 1:300

Format: BUILDING



SP317014

B150736B1.DWG

719880925

BE 400 NT

\$6645.00
04/02/2020 11:53

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

Sheet
2 of
7

5. Lodged by

SAI Global OIAC
(Gulp Pty Ltd)

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

1. Certificate of Registered Owners or Lessees.

I/We CURWEN AT CHERMSIDE PTY LTD A.C.N. 616 167 312
TRUSTEE UNDER INSTRUMENT 718984983
CURWEN AT CHERMSIDE PTY LTD A.C.N. 616 167 312
TRUSTEE UNDER INSTRUMENT 718984986

(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

Signature of *Registered Owners *Lessees

DIRECTOR

DIRECTOR

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
12983073	Lot 23 on RP85139	105-108, 205-208 305-308, 405-408 505-508, 605-608 705-708 & CP	New Rd	
13570102	Lot 24 on RP85139	101, 104, 105, 108, 109 201, 204, 205, 208, 209 301, 304, 305, 308, 309 401, 404, 405, 408, 409 501, 504, 505, 508, 509 601, 604, 605, 608 701, 704, 705, 708, 709 & CP	New Rd	
51161600	Lot 25 on RP85139	101-104, 201-204 301-304, 401-404 501-504, 601-604 701-704 & CP	New Rd	

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
719280873	101-109, 201-209, 301-309, 401-409, 501-509, 601-608 & 701-709	

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
Emt A on SP317012	CP
Emt B on SP317012	CP
Emt C on SP317012	CP

Easement C on SP317012 Dealing
partially absorbed by new road.

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **Brisbane City Council**

hereby approves this plan in accordance with the :

%

PLANNING ACT 2016

Dated this 28th day of January 2020

L. Crawford #
LEE CRAWFORD
(DELEGATE) #

* Insert the name of the Planning Body.
Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number : 53410
Name : 'Horizon on the Park'

4. References :

Dept File :
Local Govt : A005365883
Surveyor : BNE150736

101-109, 201-209
301-309, 401-409
501-509, 601-608
701-709 & CP

POR 548

Lots Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

By : DTS GROUP QLD PTY LTD
ACN 010 000 843
Date : 14.11.19
Signed : [Signature]
Designation : LIAISON OFFICER

No Development Approval Necessary
Date of Development Approval - 03/10/2019

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~~

[Signature] 14.11.19
Cadastral Surveyor/Director * Date
*delete words not required

10. Lodgement Fees :

Survey Deposit \$
Lodgement \$
..... New Titles \$
Photocopy \$
Postage \$
TOTAL \$

11. Insert
Plan
Number **SP317014**

B150736B1.DWG

ADDITIONAL SHEET

LEVEL A

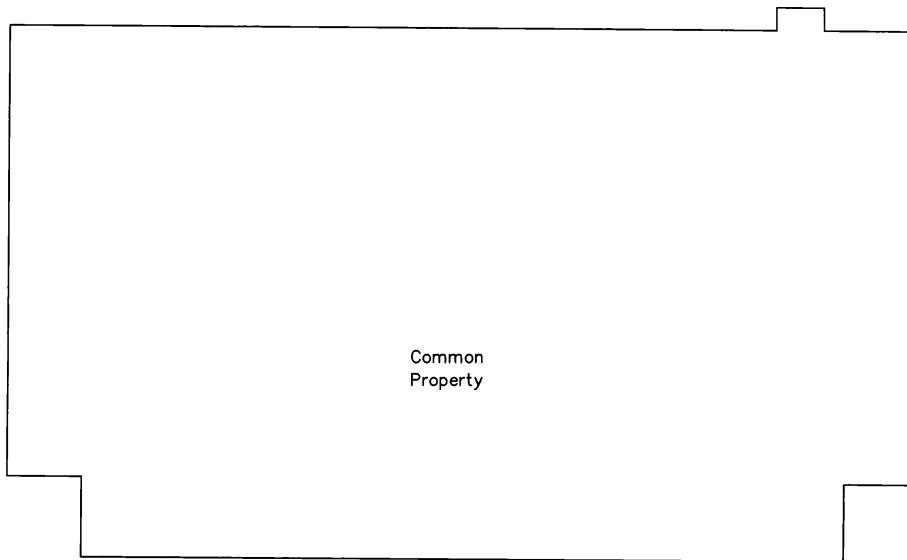
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Common

Property



Common

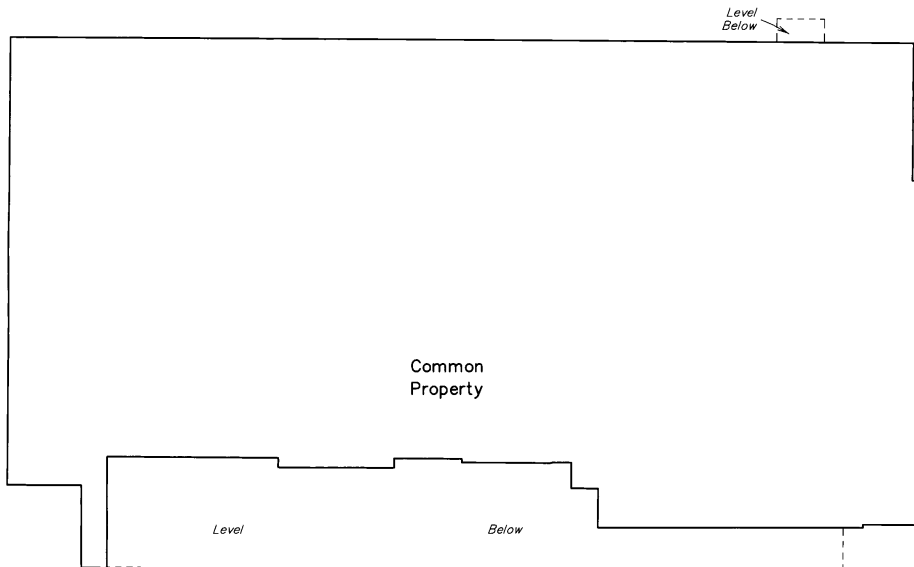
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LEVEL B

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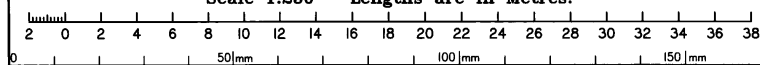
Property



Common

Property

Scale 1:250 - Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number **SP317014**

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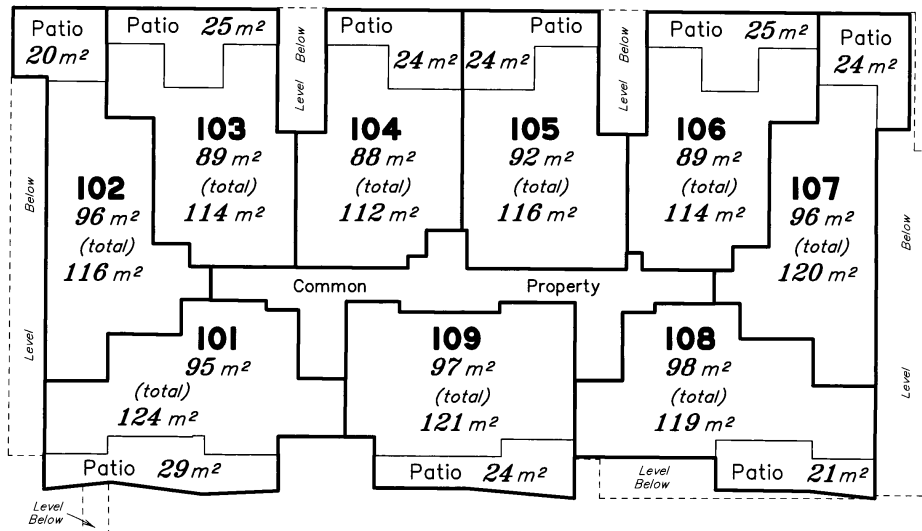
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7

Common

Property



Common

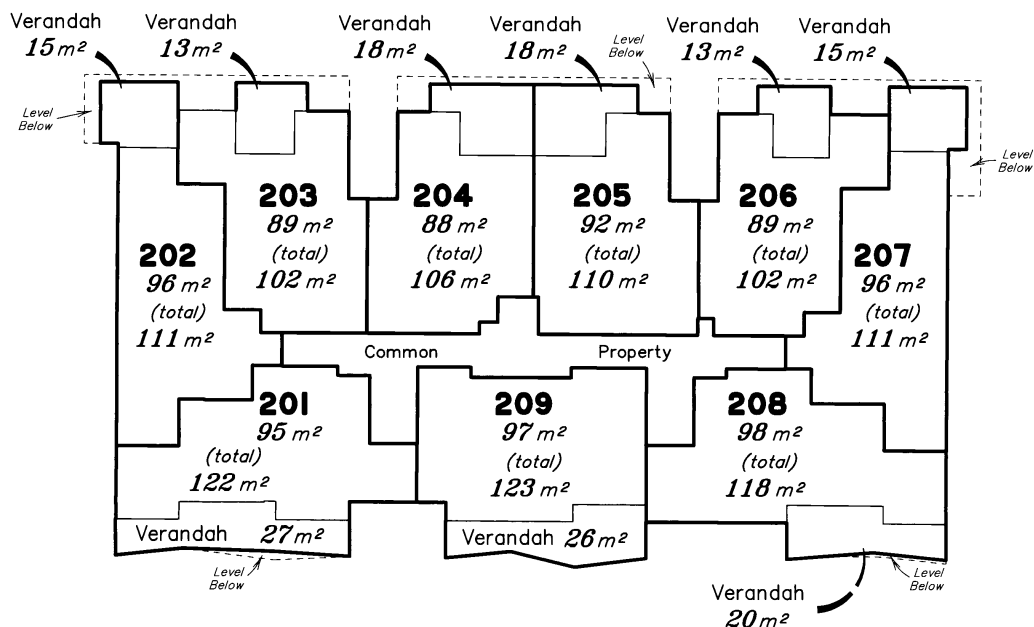
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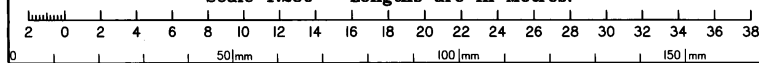
Property



Common

Property

Scale 1:250 - Lengths are in Metres.



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Insert
Plan
Number
SP317014

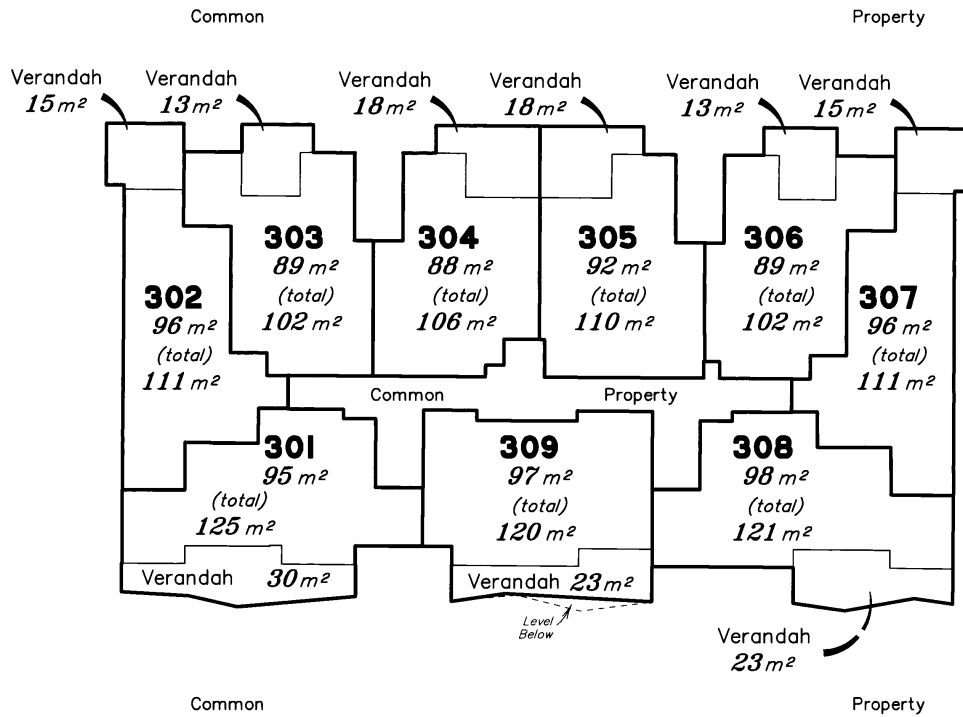
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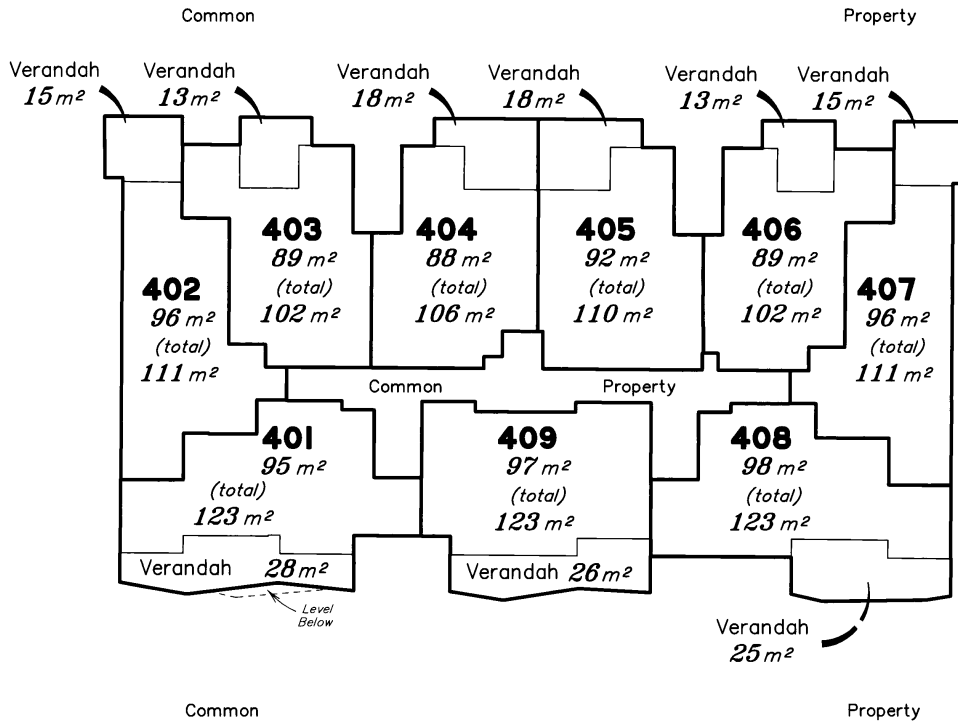
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Sheet 5 of 7

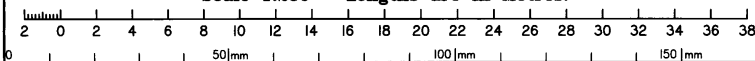


LEVEL F

Scale 1:250



Scale 1:250 - Lengths are in Metres.



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Insert Plan Number **SP317014**

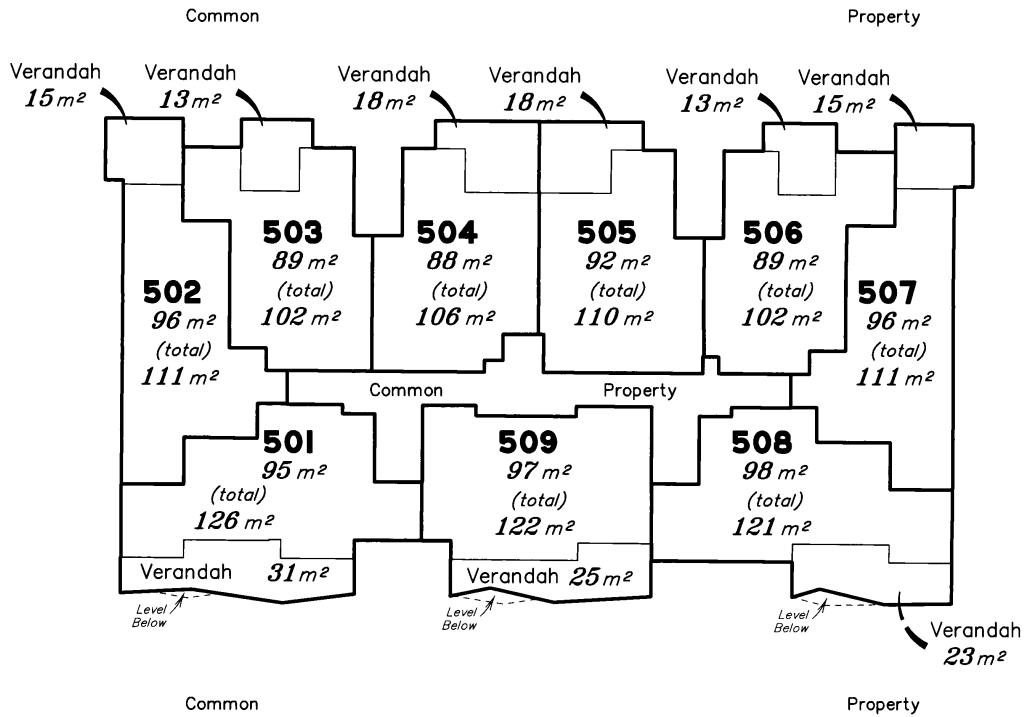
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ADDITIONAL SHEET

LEVEL G

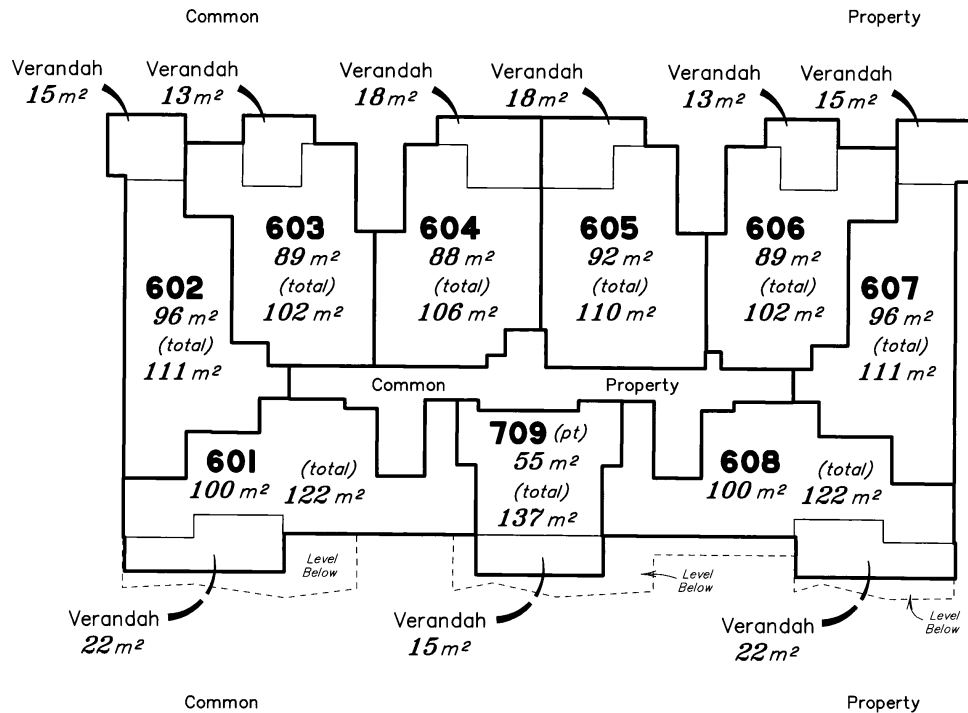
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Sheet 6 of 7

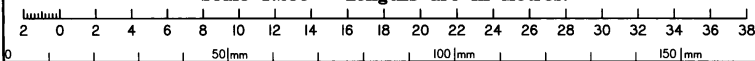


LEVEL H

Scale 1:250



Scale 1:250 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP317014**

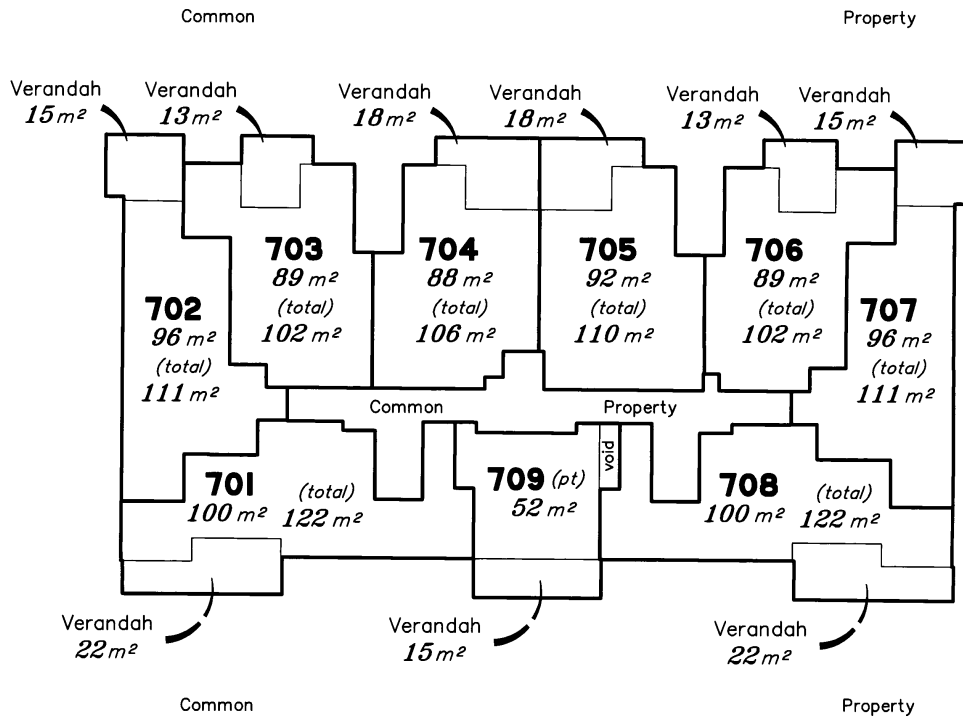
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ADDITIONAL SHEET

LEVEL I

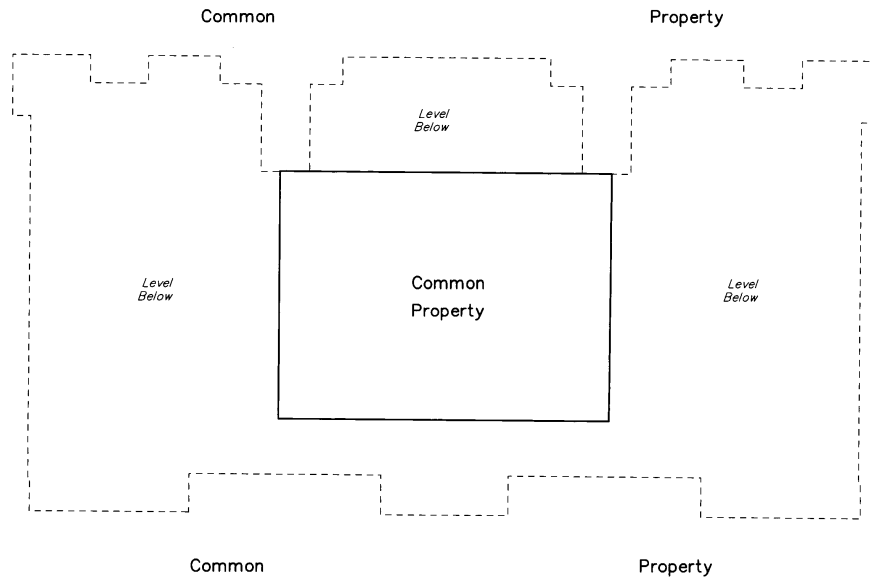
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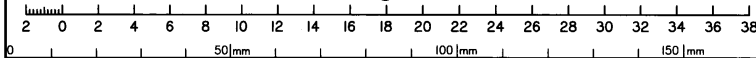


LEVEL J

Scale 1:250



Scale 1:250 - Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number **SP317014**

B150736B1.DWG

Property Fact Pack

develo

u203/10 Curwen Terrace
Chermside QLD 4032

YOUR DIGITAL COPY



Easements



Flood History



Character



Flooding



Flood Coastal



Historic Imagery



Overland Flow Flooding



Flood Planning



Vegetation

At a glance

This report provides important property information and identifies the common considerations when buying property, building or renovating.



Easements



CONSIDERATIONS
IDENTIFIED



Flooding



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Environment



NO
CONSIDERATIONS
IDENTIFIED



Bushfire



NO
CONSIDERATIONS
IDENTIFIED



Noise



CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

30th of July, 2025

ADDRESS

u203/10 CURWEN TERRACE

LOT/PLAN

203/SP317014

COUNCIL

Brisbane

ZONING

- Chermside Centre Neighbourhood Plan
- High Density Residential (Up To 15 Storeys)
- Residential North Npp-002

UTILITIES

- Power
- Sewer
- Stormwater
- Water

SCHOOL CATCHMENTS

- Craigslea SS
- Craigslea SHS

CLOSEST CITY

Brisbane – 9km

Easements

What access rights exist over the property?



Sources: Qld Spatial

THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.



Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

Note: The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

Questions to ask

- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

-  Selected Property
-  Easement

Flooding

Is the property in a potential flood area?



Sources: Brisbane City Council

THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.

Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.






It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

Questions to ask

- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

-  Selected Property
-  High Likelihood (5.0% Annual Chance)
-  Medium Likelihood (1.0% Annual Chance)
-  Low Likelihood (0.2% Annual Chance)
-  Very Low Likelihood (0.05% Annual Chance)

Overland Flow Flooding

Are there any major rainfall issues for this property?



Sources: Brisbane City Council

THINGS TO KNOW

Overland flow refers to water running over the ground's surface during heavy rain. This can happen when stormwater systems are overwhelmed, drainage paths are blocked, or the land cannot absorb water quickly enough.

Unlike river or coastal flooding, overland flow is usually localized but can cause water pooling, damage to structures, and flooding of yards or low-lying areas. Urban areas are particularly vulnerable due to surfaces like roads and concrete, which prevent water from soaking into the ground.

If your property is in an overland flow area, future development of the site may require specific measures like improving drainage, raising building platforms, or adding landscaping features to safely redirect water.





Check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

Note: Government overland flow maps are general guides and may not reflect site-specific conditions. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Flooding may still occur outside mapped areas due to local factors. Newly subdivided lots may have already considered flooding risks and designed flows away from residential lots, rendering the mapping invalid. For tailored advice, consult your local authority or a qualified professional.

Questions to ask

- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

LEGEND

-  Selected Property
-  Overland Flow - Moderate Impact
-  Overland Flow - Low Impact
-  Overland Flow

Flood History

Has the property been impacted by historic flood events?



Sources: Brisbane City Council

THINGS TO KNOW

Knowing about past major floods on or near a property is important for understanding the risk of future flooding. Government flood prediction models often show the worst-case scenarios, which may not always eventuate. However, knowing the highest water levels that have actually occurred can help you plan ways to protect yourself and your property.



Being well-prepared for floods is key to staying safe and reducing damage to property assets. It's important to know where higher ground is and plan safe routes to get there during an emergency.

Note: These reports only reflect major flood events mapped and published by government authorities in open data portals. Other rapid flash flood events that subsided quickly may not be documented.

Questions to ask:

- Where has flooding historically occurred on the property?
- What are the differences between government flood models and recorded flood events?
- Is the government flood model an acceptable level of risk when compared to actual flood events?

LEGEND

-  Selected Property
-  Flood Event - Feb 2022

Flood Planning

What planning overlays impact development of this property?



Sources: Brisbane City Council

THINGS TO KNOW

Flood Planning overlays identify areas at risk of flooding from rivers, creeks, stormwater, or coastal inundation. These overlays are used to guide land use and development to minimize flood impacts on people, property, and infrastructure.

Developments in Flood Planning areas must meet specific requirements, such as raising floor levels above designated flood immunity levels or using flood-resilient building materials. In some cases, developments may not be permitted in high-risk zones unless engineering solutions, such as stormwater detention basins or elevated structures, are implemented.

Note: Flood Planning overlays are based on broad modelling assumptions, are general in nature and are a tool for managing flood risk as it relates to development of the property. They do not guarantee individual property immunity from flooding or account for site-specific conditions. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

Questions to ask

- What restrictions apply to developing in a Flood Planning area?
- Are there required flood immunity levels or design standards?
- How do overlays account for future changes like climate impacts or urban growth?

LEGEND

- Selected Property
- Flood Planning Area 1 – High Possibility
- Flood Planning Area 2 – High To Moderate Possibility
- Flood Planning Area 3 – Moderate Possibility
- Flood Planning Area 4 – Moderate To Low Possibility
- Flood Planning Area 5 – Low Possibility
- Overland Flow Flood Planning Area

Character

Is the property in a character or heritage area?



THINGS TO KNOW

Heritage and character places are to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

If a property is identified in a character area, any new houses or an extension to a house may need to be designed to fit in with the existing building character of the area.

Note: It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority or a building certifier for guidance on heritage places.

Questions to ask

- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

Historic Imagery

Historic Aerial Imagery



THINGS TO KNOW

Houses built before a certain historical period (e.g., pre-1946) are generally required to be preserved, with any extensions or alterations designed to complement their original architectural style.

If historic records or aerial imagery show a house on the site and the original structure remains, it may be protected by heritage regulations. Heritage and character provide a vital link to the past, showcasing a city's evolution while offering opportunities to celebrate and shape its future identity.

New homes in these areas should be designed to complement the existing streetscape and maintain the area's character and charm.

Advice from a town planner or heritage architect is recommended if the property is identified as built in or before a historical period to ensure compliance with regulations.

Questions to ask:

- Is the property protected by Character protection?
- Can the building be demolished or modified?
- How do these protections affect renovations, extensions, or new builds?

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: Brisbane City Council, Queensland Government

THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment






If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

Note: The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

Questions to ask

- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND

-  Selected Property
-  Regulated Vegetation
-  Watercourse - Mses
-  Waterway And Wetland Vegetation - Nail
-  Waterway Corridor

Environment

Are there any environmental values present on the property?



Sources: Brisbane City Council, Queensland Government

THINGS TO KNOW

Environmental values are areas identified by government authorities to help protect biodiversity through the planning system and environmental protection frameworks. These values may include:

- national parks and protected environmental areas
- protected species and their habitats
- important wetlands and waterways
- endangered or of concern regional ecosystems and riparian zones





If an environmental value is identified on your property, it's important to understand what this means for land use. In many cases, especially in urban or built-up areas, these values may not affect how you use or develop the land. However, they may place restrictions on construction or activities such as clearing native trees. To find out what implications these values have for your property, consult a qualified environmental professional or contact the relevant government authority.

Note: The accompanying map highlights areas where restrictions may apply to vegetation clearing or land use restrictions. It is based on broad modelling assumptions and does not assess each site individually. In newly subdivided areas, environmental values may have already been considered during the subdivision approval process.

Questions to ask

- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

LEGEND

-  Selected Property
-  Wildlife Habitat - Mses
-  Biodiversity Area (High Ecological Significance Strategic)
-  Core Koala Habitat Area

Bushfire

Is the property in a potential bushfire area?



THINGS TO KNOW

Being located in a bushfire area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.

Note: The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

Questions to ask

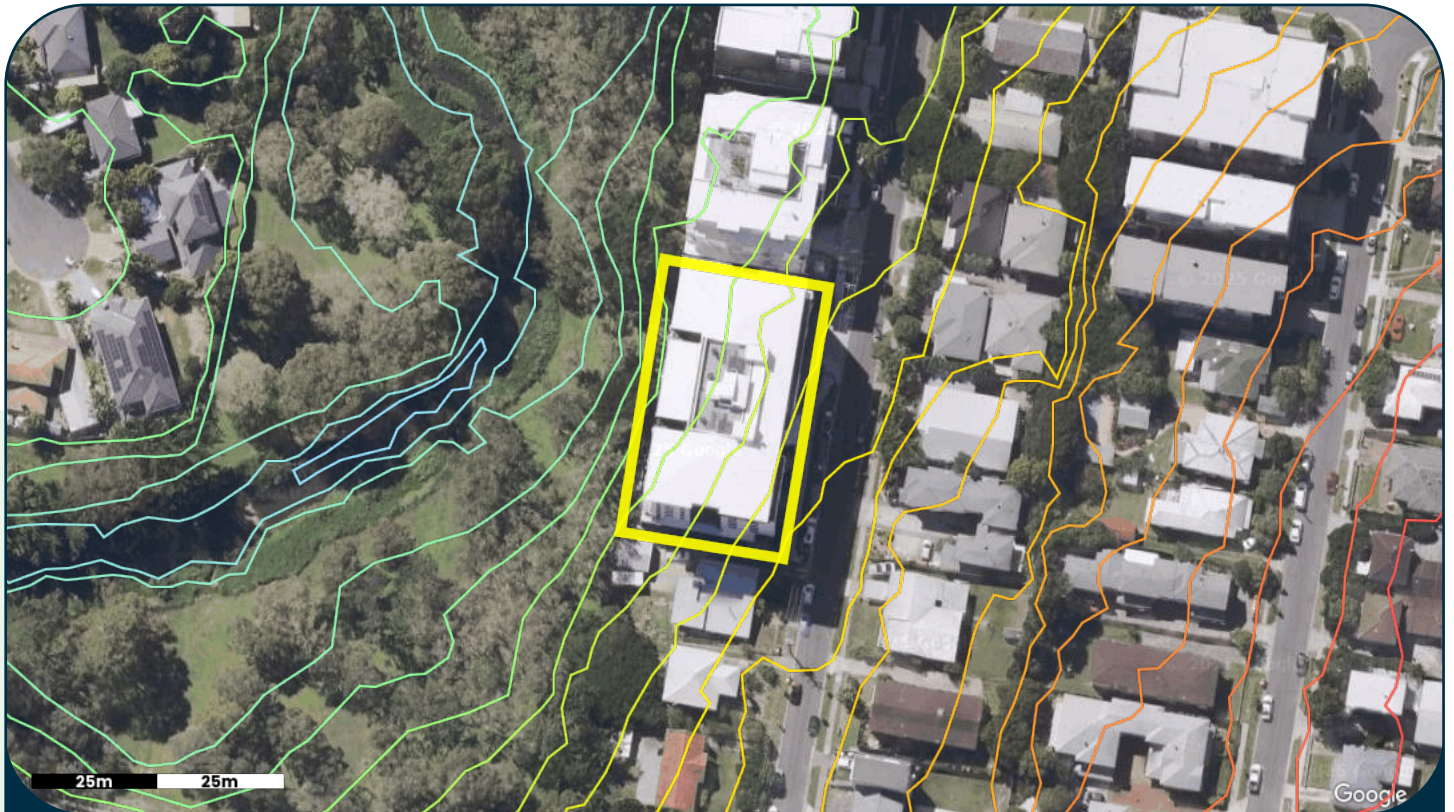
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

LEGEND

 Selected Property

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

LEGEND

- Selected Property
- Property Est. Fall: ~4m
- Property High: ~28m
- Property Low: ~24m



Noise

Is the property in a potential noise area?



Sources: Brisbane City Council

THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.




Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

Note: The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

Questions to ask

- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

-  Selected Property
-  High Noise Area (Council)
-  High To Mod. Noise Area (Council)

Water

Are there any water pipes nearby?



Sources: Urban Utilities

THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.




Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

LEGEND

-  Selected Property
-  Water Connection
-  Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: Urban Utilities

THINGS TO KNOW

Sewer mains carry wastewater away from properties to sewage treatment facilities. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.





Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

LEGEND

-  Selected Property
-  Maintenance Structure
-  Sewer Connection
-  Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: Brisbane City Council

THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.






Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

-  Selected Property
-  Inlet Structure
-  Maintenance Structure
-  Stormwater Pipe Or Culvert
-  Surface Drain

Power

Are there any power lines on or near the property?



Sources: Energex

THINGS TO KNOW






Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

Note: The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

Questions to ask

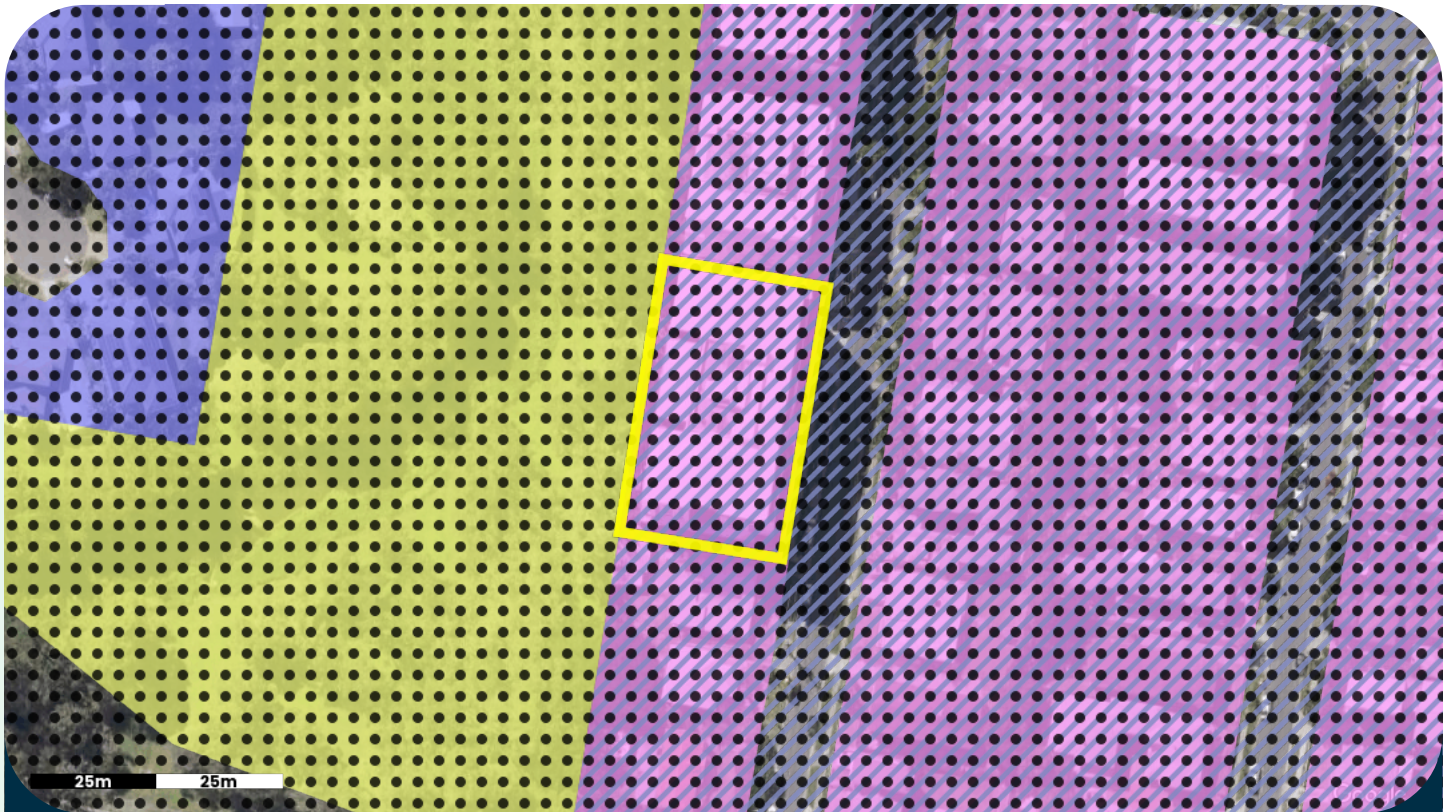
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Overhead Power Line (HV)
-  Overhead Power Line (LV)
-  Underground Power Cable (HV)
-  Underground Power Cable (LV)

Zoning

What zone is my property?



Sources: Brisbane City Council

THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.






Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

Note: To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

Questions to ask

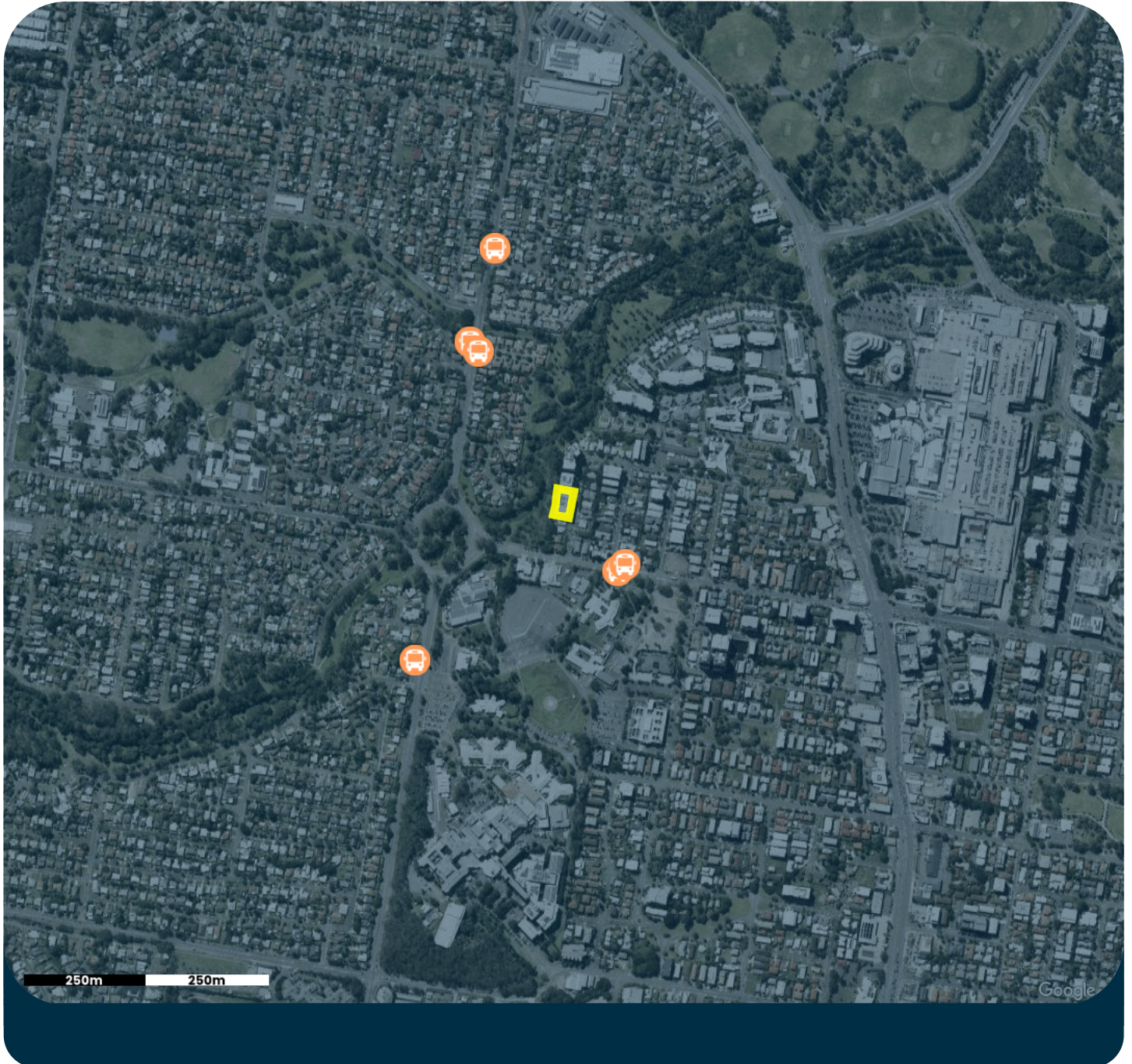
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  Chermide Centre Neighbourhood Plan
-  High Density Residential (Up To 15 Storeys)
-  Low Density Residential
-  Open Space (District)
-  Residential North Npp-002

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



LEGEND

 Selected Property

YOUR DIGITAL COPY



922baa

WHO ELSE COULD USE THIS REPORT

- ✓ Your mortgage broker and bank
- ✓ Your building and pest inspector
- ✓ Your conveyancing solicitor
- ✓ Your building professional consultant. eg. architect, designer and builder.

All the searches provided in this report are supplied by different regulatory bodies and are not the ownership of Develo Pty Ltd. This report is a guide only and our intention is to help you become aware of the common requirements which may apply to a property. Develo does not take responsibility for the accuracy of the information supplied (e.g scale of maps and distances from services). We strongly encourage you to seek advice from a professional building certifier, town planner or Council if you are intending to develop, renovate or build as Council may have further planning and building requirements.

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Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51029460 EMR Site Id: 30 July 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 203 Plan: SP317014
203/10 CURWEN TCE
CHERMSIDE

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 930248

Date: 31/07/2025

Search Request reference: 168975391

Applicant details

Applicant: SearchX Ltd
orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 203 on Plan SP317014 at Unit 203 10 Curwen Tce, Chermside Qld 4032 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

Customer reference number	10 1094 9617 0000 3
Bill number	1094 9617 24
Date issued	04/07/2025
Total due	\$357.83
Current charges due date	03/08/2025

Your water usage

Water usage (kL)	32
Days charged	86

Average daily water usage (litres)

Current period	372
Same period last year	217

Property Location: 203
10 CURWEN TERRACE
CHERMSIDE 4032

Account Summary Period 26/03/2025 - 19/06/2025

Your Last Account

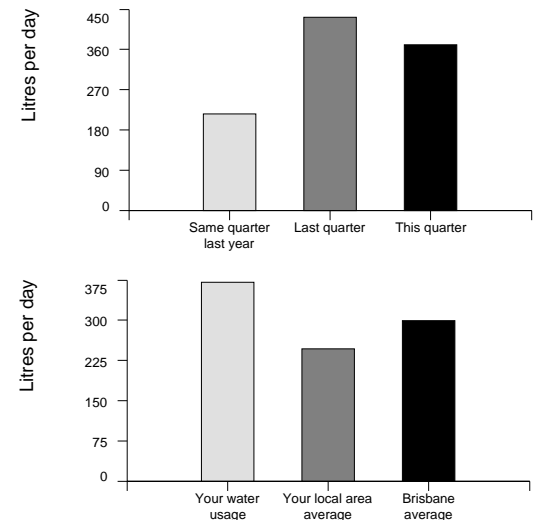
Amount Billed	\$438.78
Amount Paid	\$438.78CR

Your Current Account

Balance	\$0.00
Current Charges	\$357.83

Total Due **\$357.83**

If full payment is not received by the due date, a compounding interest of 11% per annum will accrue daily on any amount owing.





NEED HELP UNDERSTANDING YOUR BILL?

GET THE FULL BREAKDOWN HERE



Payment options



Direct debit
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit



Telephone and internet banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518



Internet
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a surcharge.
We accept Mastercard or Visa credit cards.



By phone
Call 1300 123 141 to pay your account using your MasterCard or Visa card.



Mail
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124



In person
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

YOUR CHARGES for 26/03/2025 - 19/06/2025 (86 days)

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ABG1902767	26/03/2025	456		
	20/06/2025	488	32kL	

Water Usage

State bulk water price

State Bulk Water Charge 2024/25	32kL @ \$3.444000/kL	\$110.20
---------------------------------	----------------------	----------

Urban Utilities distributor-retailer price

Tier 1 usage 2024/25	32kL @ \$0.915000/kL	\$29.28
----------------------	----------------------	---------

Subtotal \$139.48

Water Services

Urban Utilities water service charge

Water service charge 2024/25	86 days	\$57.79
------------------------------	---------	---------

Subtotal \$57.79

Sewerage Services

Urban Utilities sewerage service charge

Sewerage service charge 2024/25	86 days	\$160.56
---------------------------------	---------	----------

Subtotal \$160.56

Water usage \$139.48

Water services \$57.79

Sewerage services \$160.56

Your total charges 26/03/2025 - 19/06/2025 \$357.83

Customer ref. no. 10 1094 9617 0000 3

203
10 CURWEN TERRACE
CHERMSIDE 4032



Your usage was 32 kilolitres.

That's an average of 372 litres per day.

MEET THE LEGENDS
WORKING 24/7 TO
KEEP THE WATER
RUNNING AND
TOILETS FLUSHING
ACROSS SEQ

Scan to read
their stories



INTERPRETER SERVICE 13 14 50

当您需要口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50
통역사가 필요하시면 13 14 50 으로 연락하십시오
Cuando necesite un intérprete llame al 13 14 50

© Urban Utilities 2025

Tear off slip and return with your cheque payment to PO Box 963, Parramatta, NSW 2124. See reverse for payment options.



Water and Sewerage Account
In Person / Mail Payment Advice



Billers Code: 112144
Ref: 10 1094 9617 0000 3



BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
To use the QR code, use the reader within your mobile banking app.
More info: www.bpay.com.au



*4001 101094961700003



Current charges due date
03/08/2025

For Credit Urban Utilities

Trans Code

831

User ID

066840

Customer Reference No.

101094961700003

Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124
240 Queen Street, Brisbane, QLD



Credit

Date

Cash

Teller Stamp
& Initials

Cheques

Total Due

\$ 357.83

+757+



Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Mailing Code EMAIL
Property Location 203/10 CURWEN TCE
CHERMSIDE
Issue Date 9 Jul 2025

Bill number
5000 1048 7228 913

Bill number including donation
5800 1048 7228 913

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Jul 2025 - 30 Sep 2025

Donate to the
Lord Mayor's
Charitable Trust to
help those in need

You can make a \$15 donation
to the Lord Mayor's Charitable Trust
to support Brisbane's grass-roots
charities.

Donations are tax deductible and can
be made through your preferred rates
payment method. A separate receipt
will be issued by Council.

For more about the work of the Trust
visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust,
a registered charity under the Collections Act 1966.



LORD MAYOR'S
CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of
this notice and are due and payable within 30 days of the issue date.
Full payment by the Due Date includes Discount and/or Rounding
(where applicable).

Payment assistance - If you would like to arrange a payment extension or a
payment plan please contact Council on (07) 3403 8888.

Nett Amount Payable

\$548.80

Due Date

8 Aug 2025

Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	485.92
State Government Charges	62.90
Gross Amount	548.82
Discount and/or Rounding (where applicable)	0.02 CR
Nett Amount Payable	548.80
Optional Lord Mayor's Charitable Trust donation received by the Due Date	563.80

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation



*439 580010487228913



Billers Code: 319186
Ref: 5800 0000 5942 010
Amt: \$563.80 by 8 Aug 2025

Excluding Lord Mayor's Charitable Trust \$15 donation



*439 500010487228913



Billers Code: 78550
Ref: 5000 0000 5942 010
Amt: \$548.80 by 8 Aug 2025

Pay using your smartphone



MS GEORGIA BARKER & MR
DANIEL R BROWN

Due Date

8 Aug 2025

50

Gross Amount

\$548.82

Nett Amount

\$548.80

<0000054880>

<004440>

<500010487228913>

>

Rating and rebate information

As a ratepayer, it is your responsibility to ensure that the charges and rating category are correct and matches your property's predominant use.

Rating information and Category - general rates are calculated based on the land valuation issued by the Queensland Government and the rating category of the property. Please refer to the rating category statement or visit brisbane.qld.gov.au/rating-categories for more information.

Change your contact details - It is important you advise Council of changes to your phone number, postal and email addresses by phone on 07 3403 8888 or visit brisbane.qld.gov.au/change-rates-contact-details to notify us online.

Rebates - Council offers a range of rates rebates, including pensioner, not for profit and owner occupier. Phone 07 3403 8888 or visit brisbane.qld.gov.au/rates-rebates for more information.

Interest - Compounding interest of 12.12% per annum will accrue daily on any amount owing immediately after the due date.

Payment options



Online

To pay online go to brisbane.qld.gov.au/pay-rates Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Direct Debit

Pay a nominated amount by Direct Debit transfer from your cheque or savings account. To apply please visit brisbane.qld.gov.au/pay-rates and complete the online form.



By Mobile

Download the Sniip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. (*Sniip is not available for iPads or tablets.*) Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Mail

Allow sufficient time for mail delivery as payment must be received on or before the due date to receive discount.

Return the bottom slip with cheque made payable to Brisbane City Council to:

**Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001**



Telephone and Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: bpay.com.au Minimum payment \$10.

®Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAYVIEW

Contact your participating bank or financial institution to register to receive your future Rate Accounts electronically. When registering, your BPAY View Registration number is our Account number located on Page 3 of this account.



Instore

Pay in-store at Australia Post
Billpay Code: *439



Phone Pay

Call 1300 309 311 to pay by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Brisbane City Council Customer Centre

Pay at any Customer Centre. Payment is accepted by cash, cheque, debit card, MasterCard or Visa credit card*. Minimum payment \$10.

* For credit and debit cards a surcharge may apply at time of payment. Details can be found at brisbane.qld.gov.au/about-council/rates-and-payments

Use and Disclosure Notice

Your property ownership and rates details are used for a range of Council functions and to provide services to you.

English

If you need this information in another language, please phone the Translating and Interpreting Service (TIS) on 131450 and ask to be connected to Brisbane City Council on (07) 3403 8888.

Italian

Per avere queste informazioni in un'altra lingua, telefonate al TIS (*Translating and Interpreting Service*, cioè Servizio Traduttori e Interpreti) al numero 131450 e chiedete di essere collegati con il numero (07) 3403 8888 del municipio di Brisbane (*Brisbane City Council*).

Spanish

Si necesitara esta información en otro idioma, se le ruega llamar al Servicio de Traducción e Interpretación [*"TIS"*], teléfono 131450, y pedir conexión con el Municipio de Brisbane, teléfono (07) 3403 8888.

Chinese

如果您需要用另一種語言獲悉此文件的內容，請致電 131450 到翻譯與傳譯服務部（TIS），請他們給您轉接（07）3403 8888 到布里斯本（Brisbane）市政廳。

Property Details

Owner

Property Location	203/10 CURWEN TCE CHERMSIDE	
Real Property Description	L.203 SP.317014 PAR KEDRON 156/10000	
Valuation effective from	1 Jul 2023	\$45,240
	1 Jul 2024	\$45,240
	1 Jul 2025	\$45,240
Average Rateable Valuation (A R V)	\$45,240	

Account Details

Account Number 5000 0000 5942 010

Opening Balance		
Closing Balance Of Last Bill	506.87	
Payment Received - 11-Apr-2025	506.85	CR
Discount/Rounding Allowed	0.02	CR
Total		0.00

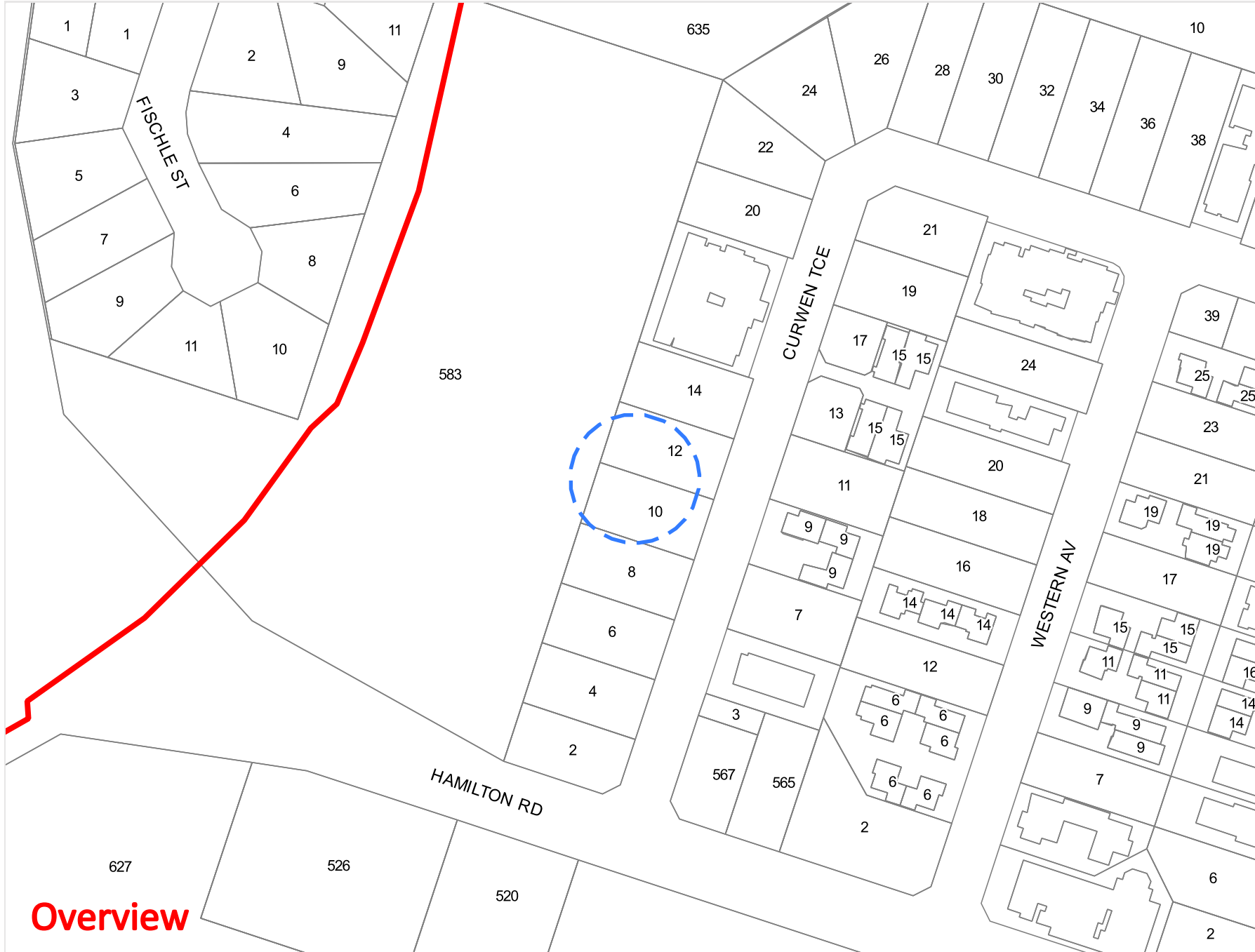
Period: 1 Jul 2025 - 30 Sep 2025

Brisbane City Council Rates & Charges		
General Rates - Category 14 (Annually 0.323 Cents In The A R V \$)		
@ Parity Factor (P/F) 1.109195	328.37	
Waste Utility Charge - 1 Charge(S) @ \$128.24 Qtr	128.24	
Bushland Preservation Levy Category 14 (Annual 0.0119 Cents In The A R V \$) @ P/F 1.109195		
	12.07	
Environmental Mgt Compliance Levy Category 14 (Annual 0.017 Cents In The A R V \$) @ P/F 1.109195		
	17.24	
Total		485.92
State Government Charges		
Emergency Management Levy - Group 2	62.90	
Total		62.90

Other Information

Your rating category statement can be found by visiting our website at brisbane.qld.gov.au and entering 'how rates are calculated'. The category statement will provide information about each rating category.

The Queensland Government waste levy for general waste is now \$125 per tonne. Council has received a payment of \$36,822,816 for the 2025-26 financial year from the Queensland Government to mitigate impacts from the Waste Levy on households. This payment is only around 70% of the amount required to be paid by Council to the Queensland Government as a levy for household waste to landfill. The Waste Utility Charge covers costs associated with managing waste in Brisbane, including the gap between the Queensland Government levy charged to Council and the 70% rebate received by Council.



Legend

- Enquiry Area
- AARNET Fibre Optic Assets
- AARNET Power Assets
- Cadastre



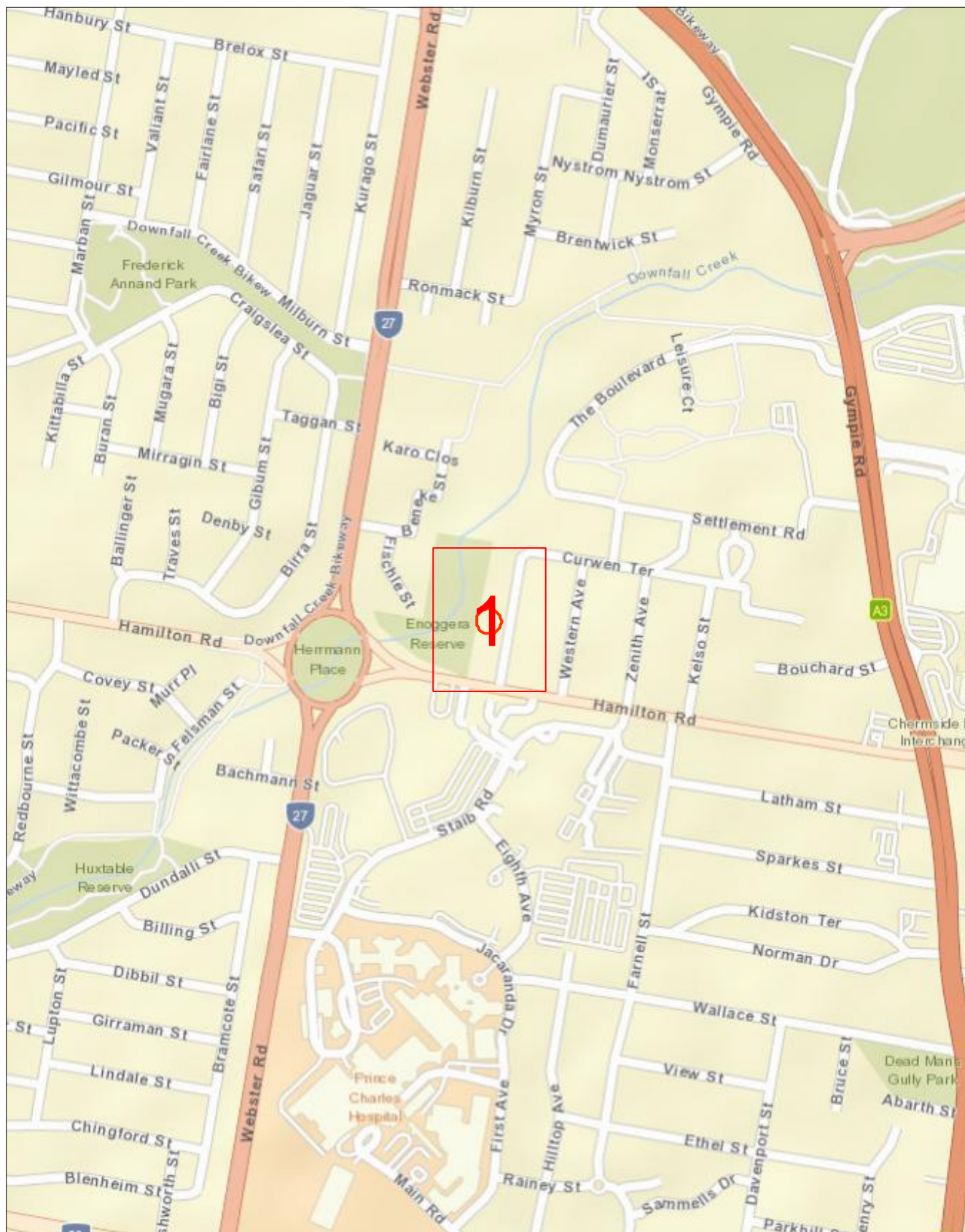
Scale: 1:1500
Expires: 02 Sep 2025

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

Overview

Site 10 Curwen Terrace
Address: Chermside
QLD 4032

Sequence 259009621
Number:



Scale 1: 6000

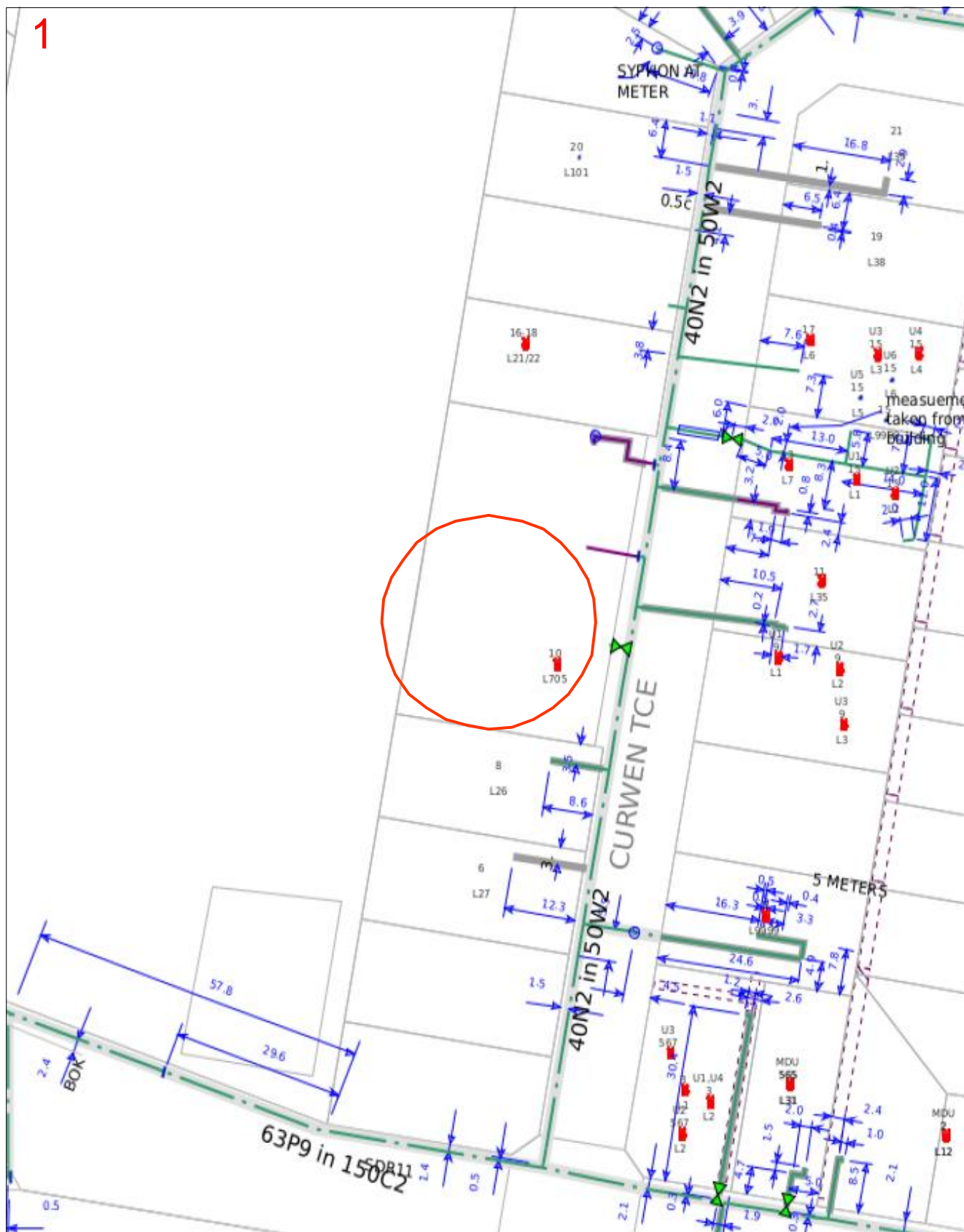
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area

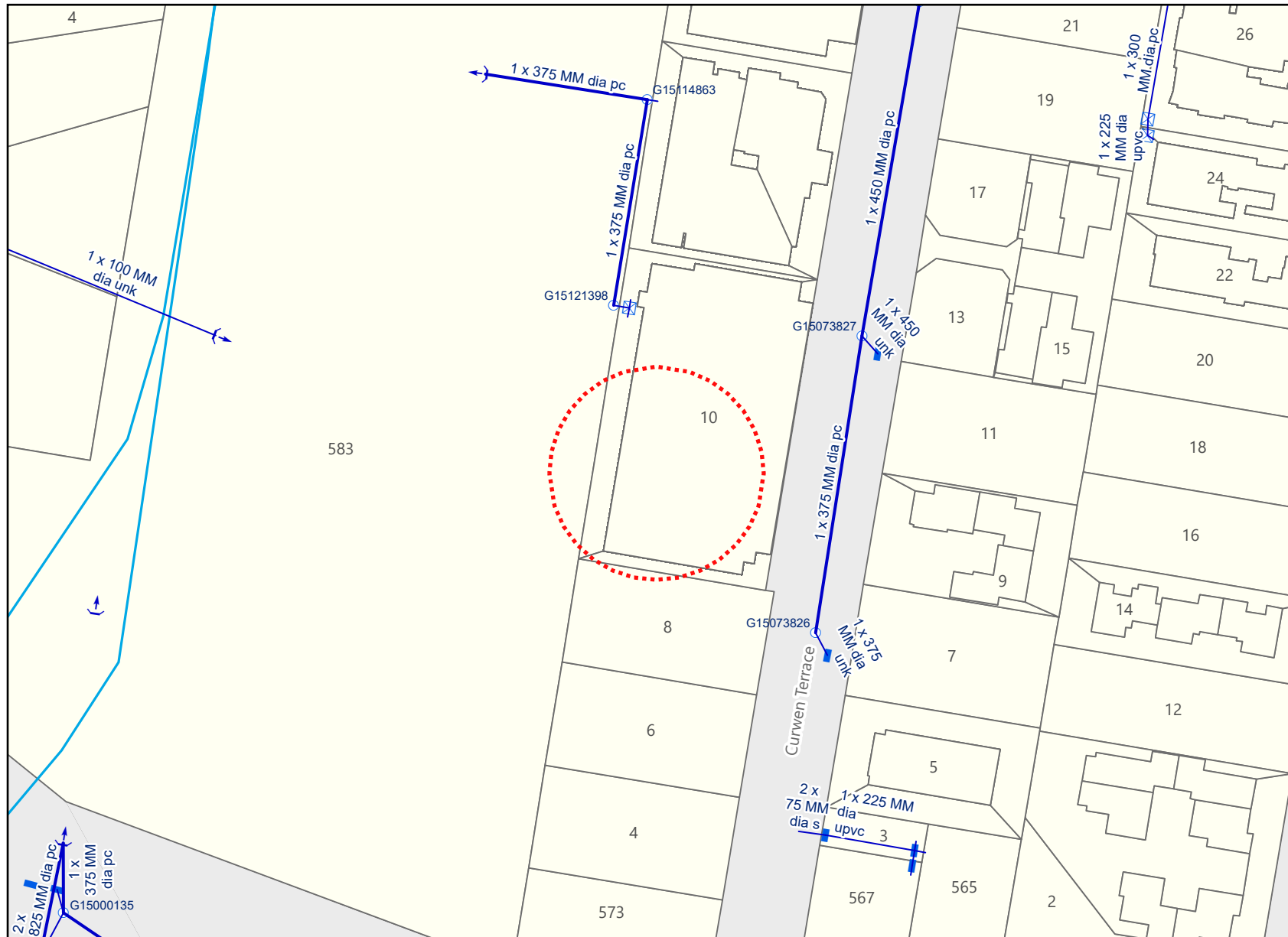


Legend

Pipe	Pipe code and material	Object
Low pressure	C* (for example, C2) Cast iron	Valve
Medium pressure	CU Copper	Buried valve
High pressure	N2 Nylon	Regulator
Transmission pressure	P* Polyethylene (PE)	Gas supplied = yes
Critical main (behind pipe)	P3 Polyvinyl chloride (PVC)	CP rectifier terminal
Proposed (pressure by colour)	P6, P7, P9–P12 Medium density PE	CP test station
LPG (pressure by colour)	P2, P4, P8 High density PE	CP anode
Hydrogen blended (pressure by colour)	S* Steel	CP bond wire
Abandoned	W2 Wrought galv iron	Syphon
Idle/inactive	W3 PE coat wrought galv iron	Trace wire point
Sleeve		
Casing (behind pipe)		
Area	Abbreviation	
BYDA area of interest	BoK Back of kerb	FoK Front of kerb
	C Depth of cover	Galv Galvanized
	CP Cathodic protection	NTI Not tied in
Example		
Pipe	Pipe code	
40P6 in 80C2	Pipe diameter in millimetres is shown before pipe code.	This map was created in colour and should be printed in colour
63S8	40P6 = 40 mm nominal diameter	



Job # 50828059
Seq # 259009614
Provider: Brisbane City Council
Telephone: (07) 3403 8888



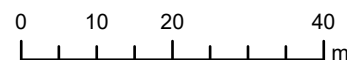
- Legend**
- BYDA Enquiry
 - Stormwater Network**
 - Stormwater Drain
 - Stormwater Gully / Roofwater Connection
 - Stormwater Maintenance Hole
 - Stormwater Gully Pit
 - Stormwater Field Inlet
 - Pipe End Outlet
 - BCC Cable Network**
 - Fibre Optic Cable Location

Disclaimer:
© Brisbane City Council [2020]
In consideration of Council, and the copyright owners listed below, permitting the use of this data, you acknowledge and agree that Council, and the copyright owners, give no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accept no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage), relating to any use of this data.
Data must not be used for direct marketing or be used in breach of the privacy laws.

Copyright of data is as follows:
Cadastre and Street Names © 2020 State of Queensland (Department of Natural Resources, Mines and Energy)

Caution: This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.

In an emergency contact Brisbane City Council on 07 3403 8888
05/08/25 (valid for 30 days)



Scale 1:1,000



Plans generated by
SmarterWX™ Automate



BYDA

Sequence: 259009615
Date: 05/08/2025

Scale: 1:500
Tile No: **Tile No: 1**

**CAUTION - HIGH
VOLTAGE**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



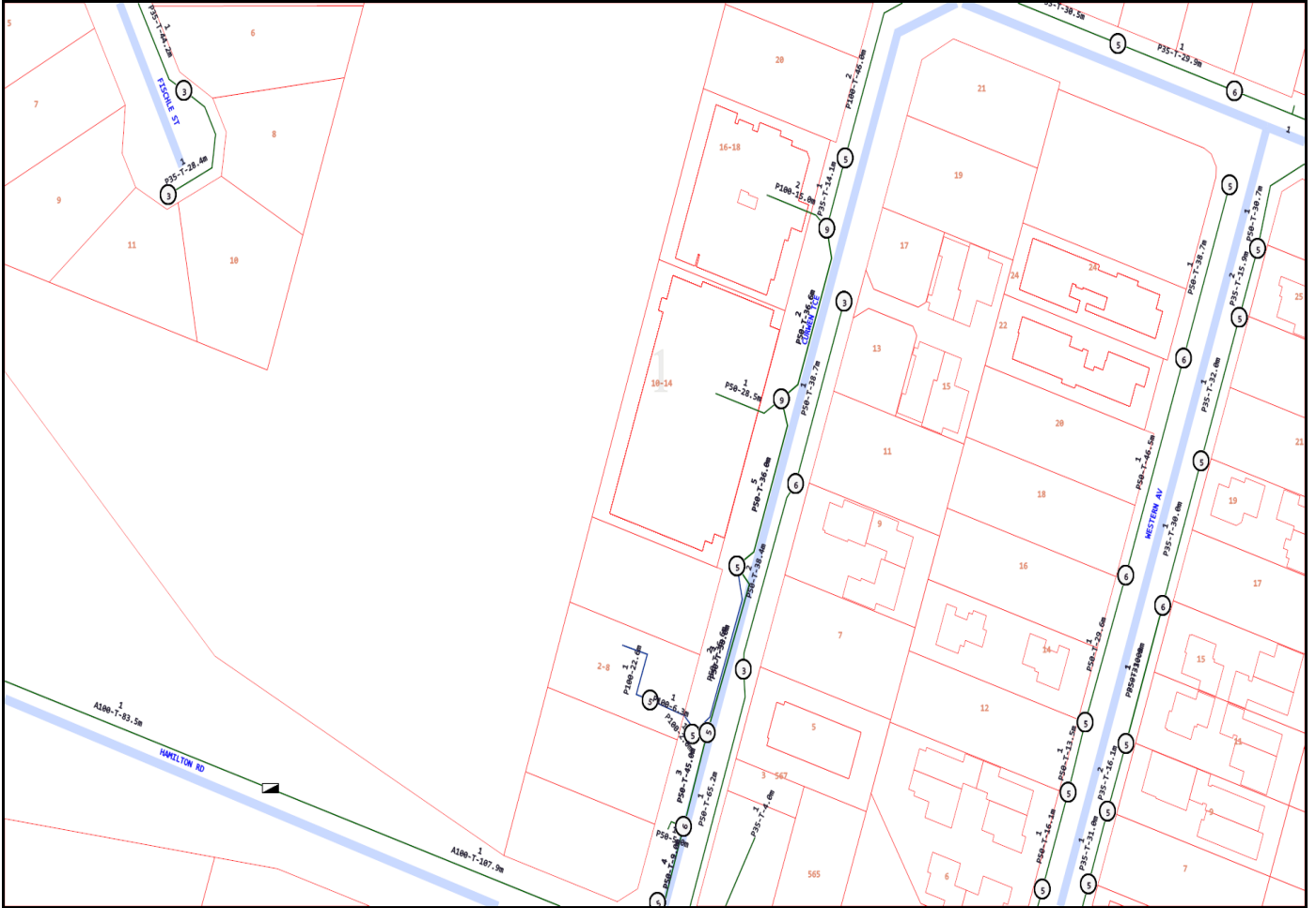
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information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



LEGEND



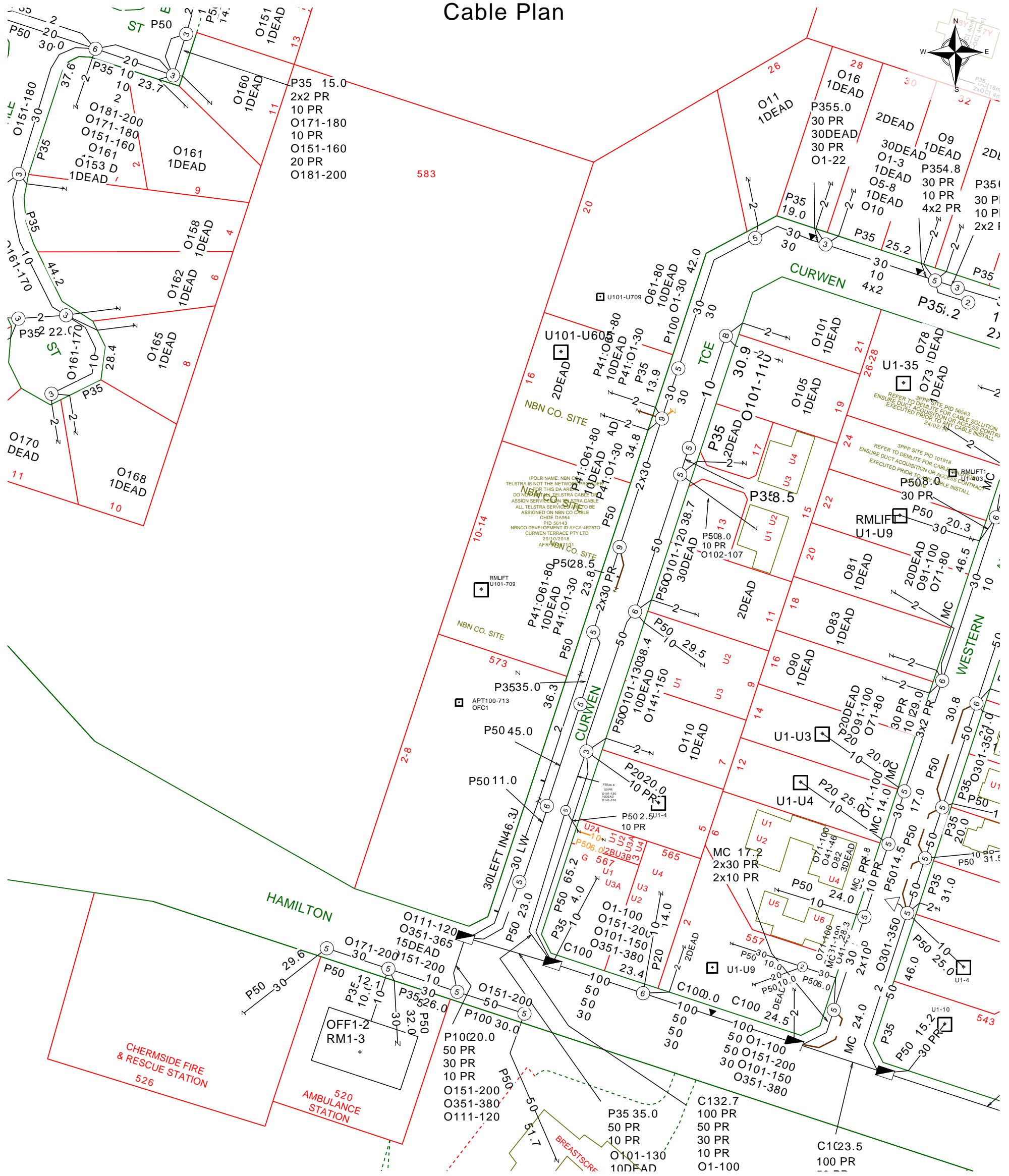
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40)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



Emergency Contacts

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

Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-r>
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 05/08/2025 08:18:18

Sequence Number: 259009616

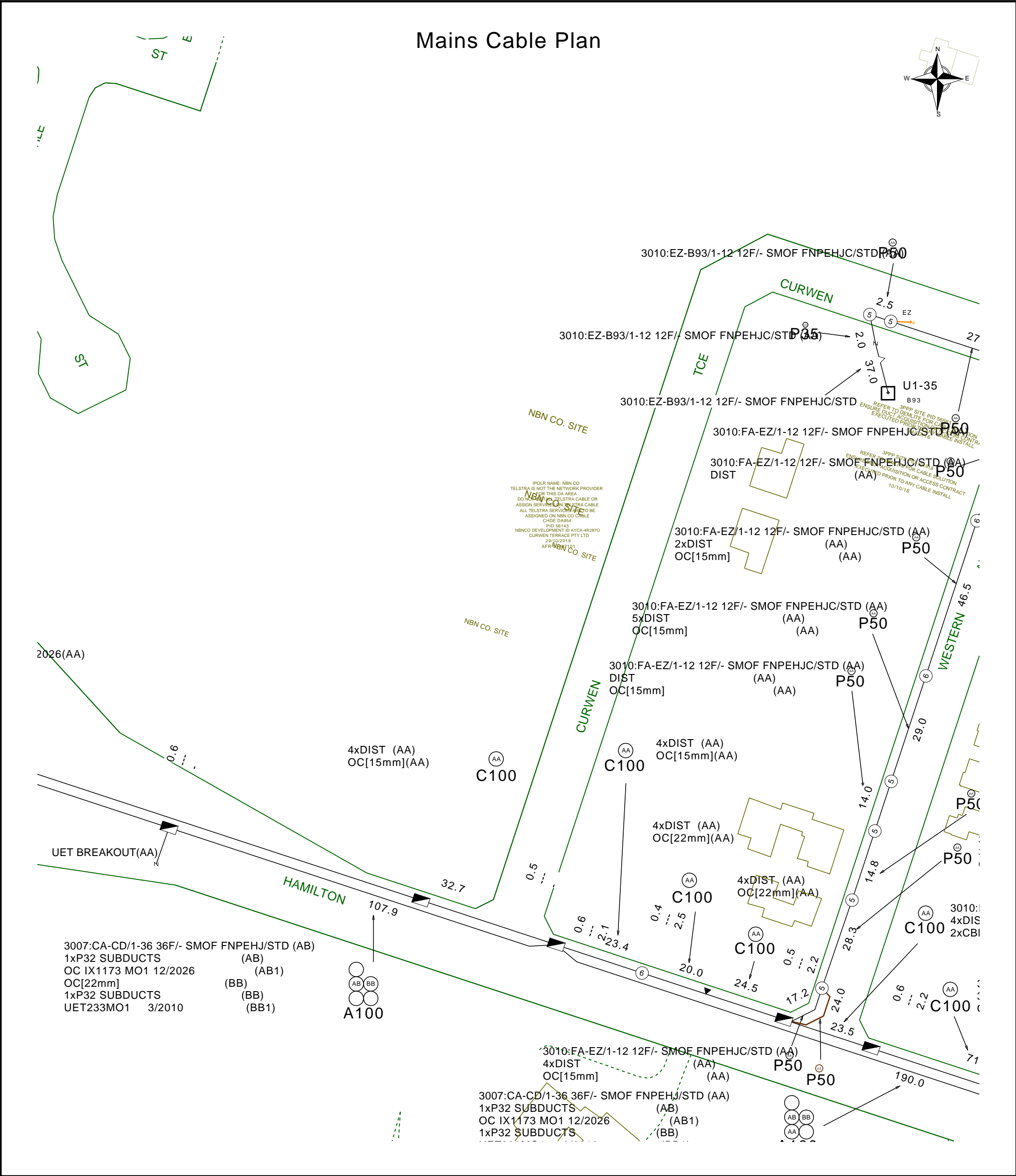
CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.


The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



	<p>Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 259009616</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781 Generated On 05/08/2025 08:18:21</p>		<p>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</p>

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

01/08/2025 13:22

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 52822460

Scheme Name: HORIZON ON THE PARK COMMUNITY TITLES SCHEME 53410

Body Corp. Addr: PO BOX 10326

ADELAIDE STREET

BRISBANE QLD

4000

COMMUNITY MANAGEMENT STATEMENT No: 53410

Title	Lot	Plan
51211797	CP	SP 317014
51211798	101	SP 317014
51211799	102	SP 317014
51211800	103	SP 317014
51211801	104	SP 317014
51211802	105	SP 317014
51211803	106	SP 317014
51211804	107	SP 317014
51211805	108	SP 317014
51211806	109	SP 317014
51211807	201	SP 317014
51211808	202	SP 317014
51211809	203	SP 317014
51211810	204	SP 317014
51211811	205	SP 317014
51211812	206	SP 317014
51211813	207	SP 317014
51211814	208	SP 317014
51211815	209	SP 317014
51211816	301	SP 317014
51211817	302	SP 317014
51211818	303	SP 317014
51211819	304	SP 317014
51211820	305	SP 317014
51211821	306	SP 317014
51211822	307	SP 317014
51211823	308	SP 317014
51211824	309	SP 317014
51211825	401	SP 317014
51211826	402	SP 317014
51211827	403	SP 317014
51211828	404	SP 317014
51211829	405	SP 317014
51211830	406	SP 317014
51211831	407	SP 317014
51211832	408	SP 317014
51211833	409	SP 317014
51211834	501	SP 317014
51211835	502	SP 317014
51211836	503	SP 317014
51211837	504	SP 317014
51211838	505	SP 317014
51211839	506	SP 317014

Title	Lot	Plan
51211840	507	SP 317014
51211841	508	SP 317014
51211842	509	SP 317014
51211843	601	SP 317014
51211844	602	SP 317014
51211845	603	SP 317014
51211846	604	SP 317014
51211847	605	SP 317014
51211848	606	SP 317014
51211849	607	SP 317014
51211850	608	SP 317014
51211851	701	SP 317014
51211852	702	SP 317014
51211853	703	SP 317014
51211854	704	SP 317014
51211855	705	SP 317014
51211856	706	SP 317014
51211857	707	SP 317014
51211858	708	SP 317014
51211859	709	SP 317014

COMMUNITY MANAGEMENT STATEMENT Dealing No: 719880893

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

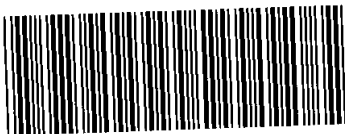
QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4

Page 1 of 2



719880893

\$192.00

04/02/2020 11:45

BE 460

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR HORIZON ON
THE PARK COMMUNITY TITLES SCHEME

Lodger (Name, address, E-mail & phone number)

Lodger
CodeSAI Global 010C
(Galp Pty Ltd)

2. Lot on Plan Description

LOT 23 ON RP 85139

LOT 24 ON RP 85139

LOT 25 ON RP 85139

Title Reference

12983073

13570102

51161600

3. Registered Proprietor/State Lessee

CURWEN AT CHERMSIDE PTY LTD [A.C.N. 616 167 312] TRUSTEE UNDER INSTRUMENT 718984983

CURWEN AT CHERMSIDE PTY LTD [A.C.N. 616 167 312] TRUSTEE UNDER INSTRUMENT 718984986

4. Interest

FEE SIMPLE

5. Applicant

CURWEN AT CHERMSIDE PTY LTD [A.C.N. 616 167 312]

6. Request

I hereby request that: the First Community Management Statement deposited herewith be recorded as the Community Management Statement for the Horizon on the Park Community Titles Scheme and that Archers the Strata Professionals of level 6, 97 Creek Street, Brisbane QLD 4000 be recorded as address for service on the body corporate for the scheme

7. Execution by applicant

see enlarged panel

Execution Date

Applicant's or Solicitor's Signature

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

Title Reference [12983073;13570102;51161600]

7. Execution by applicant

CURWEN AT CHERMSIDE PTY LTD
ACN 616 167 312 trustee under
instrument 718984986


Director


Director

31 / 1 / 20
Execution Date

CURWEN AT CHERMSIDE PTY LTD
ACN 616 167 312 trustee under
instrument 718984983


Director


Director

31 / 1 / 20
Execution Date

Title Reference [12983073, 13570102, 51161600]

STATEMENT ABOUT ALTERATION OR MINOR CORRECTION TO LAND REGISTRY FORM

Form being altered or corrected:

Form 14 – Request to Record First CMS

Name of authorised person or solicitor:

Chantelle Savage

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

SAI Global

Item/s being altered or corrected:

Item 5

Item 6

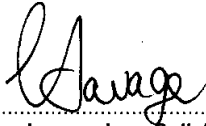
Details of alteration or minor correction:

Correction of Name – 'Curwen'

Removal of wording – 'THE'

Party represented (where signed by solicitor):

Galp Pty Ltd



Authorised person's or Solicitor's Signature

THIS STATE
WITH A FOR
CASE OF A
WITHIN THE
CONSENT BY

53410

GETHER
IN THE
LODGED
ATE OF

This statement incorporates and must
include the following:

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

1. Name of community titles scheme

HORIZON ON THE PARK

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR THE HORIZON ON THE PARK COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description
COMMON PROPERTY OF THE
HORIZON ON THE PARK
COMMUNITY TITLES
SCHEME
LOTS 101-109;201-209;301-309;
401-409;501-509;601-608;
701-709 ON SP317014

Title Reference
12983073
13570102
~~51161600~~ ✓
TO ISSUE

51161600

5. *Name and address of original owner

CURWEN AT CHERMSIDE PTY LTD
854 PITTWATER ROAD, DEE WHY NSW 2099

6. Reference to plan lodged with this statement

SP317014

✓ ACN 616167312

first community management statement only

7. Local Government community management statement notation

(Signature) signed

Helen Nevin Senior Plan Signing Officer Deput name and designation
Brisbane City Council name of Local Government

8. Execution by original owner/Consent of body corporate

ACN 616167312
CURWEN AT CHERMSIDE PTY LTD

12/12/2019
Execution Date

(Signature)
DIRECTOR

(Signature)
DIRECTOR

SEE ENLARGED PANEL

*Execution ✓

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

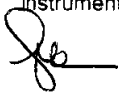
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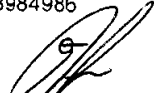
Title Reference [12983073.13570102,51161600]

☒ Execution by original owner

CURWEN AT CHERMSIDE PTY LTD
ACN 616 167 312 trustee under
instrument 718984986



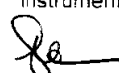
Director



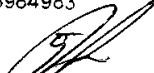
Director

12 / 12 / 19
Execution Date

CURWEN AT CHERMSIDE PTY LTD
ACN 616 167 312 trustee under
instrument 718984983



Director



Director

12 / 12 / 19
Execution Date

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
lot 101 on SP 317014	162	158
lot 102 on SP 317014	162	157
lot 103 on SP 317014	160	155
lot 104 on SP 317014	159	155
lot 105 on SP 317014	161	155
lot 106 on SP 317014	159	155
lot 107 on SP 317014	162	157
lot 108 on SP 317014	163	158
lot 109 on SP 317014	162	158
lot 201 on SP 317014	162	159
lot 202 on SP 317014	162	158
lot 203 on SP 317014	160	156
lot 204 on SP 317014	159	156
lot 205 on SP 317014	161	156
lot 206 on SP 317014	159	156
lot 207 on SP 317014	162	158
lot 208 on SP 317014	163	159
lot 209 on SP 317014	162	159
lot 301 on SP 317014	162	160
lot 302 on SP 317014	162	159
lot 303 on SP 317014	160	157
lot 304 on SP 317014	159	156
lot 305 on SP 317014	161	157
lot 306 on SP 317014	159	156
lot 307 on SP 317014	162	159
lot 308 on SP 317014	163	160
lot 309 on SP 317014	162	160
lot 401 on SP 317014	162	161
lot 402 on SP 317014	162	160
lot 403 on SP 317014	160	158
lot 404 on SP 317014	159	158
lot 405 on SP 317014	161	158
lot 406 on SP 317014	159	158
lot 407 on SP 317014	162	160
lot 408 on SP 317014	163	162
lot 409 on SP 317014	162	161
lot 501 on SP 317014	162	163
lot 502 on SP 317014	162	162
lot 503 on SP 317014	160	160
lot 504 on SP 317014	159	160
lot 505 on SP 317014	161	165
lot 506 on SP 317014	159	164

Title Reference [to issue] ^{from} 12983073, 13570102, 51161600	Horizon on the Park Community Titles Scheme	Page ²⁸⁴ of [18] ²⁶³ 19
lot 507 on SP 317014	159	166
lot 508 on SP 317014	163	168
lot 509 on SP 317014	162	167
lot 601 on SP 317014	164	169
lot 602 on SP 317014	162	164
lot 603 on SP 317014	160	162
lot 604 on SP 317014	159	162
lot 605 on SP 317014	161	162
lot 606 on SP 317014	159	162
lot 607 on SP 317014	162	164
lot 608 on SP 317014	164	169
lot 701 on SP 317014	164	174
lot 702 on SP 317014	162	170
lot 703 on SP 317014	160	165
lot 704 on SP 317014	159	164
lot 705 on SP 317014	161	165
lot 706 on SP 317014	159	164
lot 707 on SP 317014	162	170
lot 708 on SP 317014	164	174
lot 709 on SP 317014	168	180
TOTALS	10000 9997	10000

CONTRIBUTION SCHEDULE LOT ENTITLEMENTS

The contribution schedule lot entitlements for the scheme have been decided in accordance with the equality principle pursuant to S.46(7) of the Body Corporate and Community Management Act 1997. As required by S.46(9) of the Body Corporate and Community Management Act 1997 the contribution schedule lot entitlements for the scheme have been allocated having regard to:

- (i) the structure of the scheme;
- (ii) the nature, features and characteristics of the lots included in the scheme; and
- (iii) the purpose for which the lots are used.

INTEREST SCHEDULE LOT ENTITLEMENTS

The interest lot entitlements for the scheme have been decided using the market value principle pursuant to S.46(8) of the Body Corporate and Community Management Act 1997 and reflect the market value of the respective lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1) subsections (f) and (g) of the Body Corporate and Community Management Act 1997 do not apply. p

SCHEDULE C BY-LAWS

1. NOISE

1.1 An owner or occupier of a lot their servants and agents shall not make or permit any noise in the lot or on the common property which will likely interfere in any way with the peaceful enjoyment of other owners or occupiers of lots in the scheme or those having business with them or any person lawfully using the common property.

Title Reference [to issue] from 129803073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLE SCHEME

1.2 In the event of any unavoidable noise in a lot at any time the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots in the scheme by closing all doors, windows and curtains in the lot and such other steps as may be within their power to minimise such noise.

1.3 All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or occupier of a Lot. Such equipment and instruments shall not be operated between the hours of 9:00 pm and 8:00 am in such a manner as to be audible at all to any other Owner or occupier of a Lot.

1.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during the said hours is permissible but for not longer than one (1) hour at a time, or for a total of more than two (2) hours in any day.

1.5 An Owner or occupier of a Lot shall not hold, or permit to be held, any social gathering in its Lot by which there shall be any noise which interferes with the quiet enjoyment of its Lot by any other Owner or occupier of a Lot at any time of day or night.

1.6 An Owner or occupier of a Lot shall request guests leaving after 10:00 pm to leave quietly and quietness shall be observed when an Owner or occupier of a Lot returns to the building after 10:00 pm and before 7:00 am.

2 DAMAGE TO COMMON PROPERTY

2.1 An Owner or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this By-law does not prevent an Owner or person authorised by it from installing:

- (a) any locking or other safety device for protection of its Lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon its Lot;

provided that the locking or other safety device or, screen or other device as the case may be, is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the good appearance of the building (as determined by the committee of the body corporate).

3 DAMAGE TO LAWNS, ETC ON COMMON PROPERTY AND BODY CORPORATE ASSETS

3.1 An Owner or occupier of a Lot shall not, subject to any Exclusive Use By-Law to the contrary:-

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property or any body corporate asset; or
- (b) use for its own purposes as a garden any portion of the common property.

4 OBSTRUCTIONS

An Owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

5 CORRESPONDENCE

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

Title Reference [to issue] from 12483073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

6 RIGHT OF ENTRY

6.1 An Owner or occupier of a Lot, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property, or to ensure that the By-laws are being observed also as to allow fulfilment of the conditions of any Building Management Statement affecting the Scheme.

6.2 Such repair, maintenance or renewal shall be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the occupier of its Lot.

6.3 If not so permitted the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager may effect entry and such entry shall not constitute trespass.

6.4 The Body Corporate or the Body Corporate Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or occupier of a Lot as is reasonable in the circumstances.

7 VEHICLES AND USE OF PRIVATE ROADS AND OTHER COMMON PROPERTY

7.1 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.

7.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.

7.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

7.4 The private roadway, pathways, driveways, carpark and other Common Property and any easement giving access to the Scheme shall not be obstructed by any Owner or the tenants.

7.5 Guests, servants, employees, servants, children, invitees, licensees of an Owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.

7.6 The Body Corporate must ensure that:-

(a) visitor car parking spaces are available for use at all times by bona fide visitors, guests or invitees of the occupants of lots and further ensure that the visitor car parking space is not included within any exclusive use area or contained as part of any lot;

(b) a height clearance sign is located at the entrance to the undercover parking areas and a directional visitor parking sign at the vehicle entrance to the site adjacent to or clearly visible from the vehicle entrance to the site (so that visitor parking spaces are clearly labelled as "Visitor Parking");

(c) visitor car parking bays are not fitted at any time with a roller door, gate or similar device preventing access to visitor parking bays and visitor parking spaces must remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure to provide 24 hour unrestricted access for bona fide visitors;

Title Reference [to issue] from 12983073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

(d) the landscaping is maintained generally in accordance with the detailed plans in the development approval for the Scheme;

(e) all sealed traffic areas are cleaned as necessary to prevent emissions of particular matter; and

(f) acoustic damping of any metal grills, metal plates or similar which are subject to vehicular traffic is maintained so as to prevent environmental nuisance.

8 SPEED LIMIT

8.1 An Owner or occupier of a Lot shall not exceed the speed limit nominated by the Body Corporate in a Committee meeting from time to time (the "speed limit") while driving any motor propelled vehicle on the Common Property and shall use its best endeavours to ensure that its invitees do not exceed the speed limit in such circumstances. The speed limit for the time being shall be 10 kph.

9 REFUSE DISPOSAL, ETC, ON COMMON PROPERTY

9.1 An Owner or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall, any object or substance out of the window or doors or from any balcony of its Lot, or down any staircase, passage, or skylight, or from the roof or passageway of the buildings. Any cost of remedying any damage, or of cleaning caused by a breach of this By-law, shall be borne by the Owner of the relevant Lot.

9.2 An Owner or occupier of a Lot shall comply with all directions of the Local Authority on disposal of refuse and further:

(a) save where the body corporate provides some other means of disposal of refuse, maintain within its lot or on such part of the common property as may be authorised by the body corporate, in a clean and dry condition and adequately covered, a receptacle for the sole purpose of the collection of refuse;

(b) empty bottles, boxes, used containers, pellets and similar items shall be stored tidily and, as far as possible, out of sight;

(c) ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by its disposal of garbage;

(d) keep car spaces tidy and free of litter; and

(e) ensure that any perishable items such as meat, fish, fruit etc are not placed in receptacles for periods longer than 24 hours prior to Local Authority collection.

9.3 The Owner and Occupier of each Lot:-

(a) must not cause refuse or any other item to be placed in any bin that services (exclusively) another lot in the complex;

(b) must ensure that any refuse bin (for example a wheelie bin) exclusively servicing that lot is placed on the curb for collection by the local authority and is removed from the curb and placed back in the allocated refuse bin on the day of collection;

(c) must ensure that the refuse bin exclusively servicing that lot is at all times kept free of vermin (eg. maggots) and must cause the bin to be washed and disinfected regularly;

(d) will as reasonably possible comply with any recycling initiatives of the local authority and/or body corporate and in particular will use any recycling bin (shared or otherwise) only for the purpose of recycling and will not put any other refuse or item not suitable for recycling in a recycling bin; and

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HORIZON ON THE PARK COMMUNITY TITLES SCHEME

- (e) must comply with the directions and requests of the committee with respect to refuse.

10 KEEPING OF ANIMALS

10.1 Subject to Section 181 of the Body Corporate and Community Management Act 1997 (as amended) an Owner or occupier of a Lot may only, with the approval in writing of the Committee of the Body Corporate, keep any animal upon its Lot or the Common Property, which approval may at any time be withdrawn. In any event, only one animal may be kept per Lot (with the exception of fish) and unless specifically permitted by the Body Corporate, no animal shall be kept in excess of twelve (12) kilograms in weight.

10.2 On approval, the animal must be physically restrained or leashed and prevented from wandering onto Common Property or the property of other Lot Owners.

10.3 On approval, the Owner or occupier of the Lot shall ensure that noise from the animal shall be kept to a minimum so as not to interfere with the peaceful enjoyment of other Owners or occupiers of Lots.

10.4 Notwithstanding the provisions of any other By-laws, an Owner or occupier of a Lot or an invitee of an Owner or occupier of a Lot shall not bring or keep any animal onto or upon the Common Property.

11 WINDOWS

11.1 Windows shall be kept clean and if broken or cracked, be promptly replaced by the Body Corporate with fresh glass of the same kind, type, colour and weight and if the damage to the window is caused by or as a result of any action or inaction of the Owner or occupier of the Lot then the cost of replacement shall be a debt due and owing by the Owner to the Body Corporate.

12 EXTERNAL APPEARANCE OR STRUCTURE OF A LOT

12.1 Subject to these By-Laws:-

(a) An Owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of its Lot in such a way as to be visible from outside the building;

(b) No external blinds or awnings shall be erected without the previous consent in writing of the Committee of the Body Corporate as well as any approvals required by any other relevant authority;

(c) An Owner or occupier of a Lot shall not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate;

(d) Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the said Lot;

(e) Any consent or approval given by the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent or approval;

(f) An Owner or occupier of a Lot shall, as soon as practicable after becoming aware of any defect in the Common Property or in any personal property vested in the Body Corporate or of any accident associated therewith, give notice to the Secretary or to the Body Corporate Manager;

(g) An Owner or occupier of a Lot shall not erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee of the Body Corporate;

(h) An Owner or occupier of a Lot shall not make any structural alteration to its Lot, including any alterations to gas, water or electrical installation or any alterations to any other improvements constructed on the Lot, without the prior written consent of the Committee of the Body Corporate;

Title Reference [to issue] from 12983073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

(i) An Owner or occupier of a Lot shall not install, remove or replace any curtain backing, blind or window tinting, unless the colour and design has prior written consent of the Committee of the Body Corporate. In giving such consent the Body Corporate should ensure that, as far as practicable, all Lots present a uniform appearance when viewed from the outside of the buildings;

(j) An Owner or occupier of a Lot shall not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Committee of the Body Corporate considers (in its absolute discretion) detrimentally affects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Committee of the Body Corporate;

(k) All balconies and terraces are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings in the development approval for the Scheme;

(l) No alteration, installation or erection referred to in this clause 12, shall be carried out except as between the hours of 9.00 am and 5.00 pm; and

(m) No alteration will be permitted if the proposed alteration will contravene the Town Plan or any other requirements of the Local Authority from time to time and in particular (but without limitation) the external details of the building, façade treatment and external materials, colours and finishes are to be generally consistent with the drawings approved by the Local Authority.

13 AIR CONDITIONING

13.1 Air Conditioners shall not be installed on any Lot or Common Property without prior written consent of the Committee of the Body Corporate such consent to be given on the submission of full design specifications of the proposed air conditioning to be installed to the Body Corporate. Consent may be given conditionally and particular regard shall be had to noise and or emissions of the proposed airconditioning system. Subject to the consent, an Owner or occupier of a Lot shall choose the location of any airconditioners with care so that same does not cause discomfort to neighbours. Evaporative airconditioners shall be low profile and be of neutral colour so as not to be visible from the street and no window air conditioners shall be allowed.

13.2 Each owner must ensure that screening for any externally mounted air conditioning or mechanical plan installations accord with the following requirements:-

- (a) no unscreened installations on the site are to be visible from the surrounding site; and
- (b) any installation which is required to be located on a roof, wall or garden area is to be appropriately screened or shaped according to the acoustic requirements of the approved local authority development package and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

14 INFECTIOUS DISEASES

14.1 In the event of any infectious disease, which may require notification by virtue of any Statute, Regulation or Ordinance, happening in any Lot, the Owner or occupier of such Lot shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State or Local Authority Act or Regulation.

15 STORAGE OF FLAMMABLE LIQUIDS, GAS OR OTHER MATERIALS

15.1 An Owner or occupier of a Lot shall not bring to, do, or keep anything in its Lot which may make void, or increase the rate of, fire insurance on any property shown in the Scheme or which may conflict with the Law or Regulations or Ordinances relating to fires or any insurance policy upon any property shown in the Scheme or the Regulations or Ordinances of any State or Local Authority for the time being in force.

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Title Reference [to issue] *from 12983073, 13570102, 51161600*

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

15.2 An Owner or occupier of a Lot, shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase the risk of fire or explosion in its Lot.

16 USE OF LOTS

16.1 An Owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the development provided that the Lot may be used as a home office on a condition that such use does not in any way interfere with the peaceful enjoyment of other Lot Owners or occupiers and the Lot is not used as an office for a real estate agent or a letting agent.

16.2 An Owner or occupier of a Lot shall not operate or permit to be operated upon any Lot or Common Property any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot;

16.3 An Owner or occupier of a Lot shall not use any water closets or other fixtures in the building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of Common Property drainage services; and

16.4 An Owner or occupier of a Lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

17 BEHAVIOUR OF INVITEES

17.1 An Owner or occupier of a Lot shall take all reasonable steps to ensure that its invitees comply with the provisions of these By-laws when upon a Lot or Common Property and in the event of its inability for any reason to ensure such compliance by any invitee it shall thereupon:-

- (a) withdraw the invitation of that person to be upon a Lot or Common Property; and
- (b) ensure that such person immediately leaves the Scheme.

17.2 The Owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or occupier or their invitees.

17.3 An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it 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.

18 TRADESMEN

18.1 An Owner or occupier of a Lot shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

19 REMOVALS

19.1 An Owner or occupier of a Lot shall not move any large furniture, piano or safe into or out of its Lot without having given prior notice to the Body Corporate Manager or the Committee of the Body Corporate. The moving must be done in the manner and by the route and at the time reasonably directed by the Body Corporate Manager or the Committee.

Title Reference [to issue] from 12983073, 15570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

20 SECURITY OF THE BUILDING

20.1 The Body Corporate shall take all reasonable steps to ensure the security of the Building and Body Corporate personal property and the observance of these By-laws and without limiting the generality of the foregoing may:

(a) Close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to, or use, by Owners or occupiers of any such part of the Common Property;

(b) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners or occupiers generally) as a means of monitoring the security and general safety of the Building; and

(c) obtain, install and maintain locks, alarms communications systems and other security devices.

20.2 If the Body Corporate, in the exercise of any of its powers under these By-laws, restricts the access of Owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to Owners or occupiers of Lots free of charge and thereafter may at its discretion, make additional numbers thereof available to Owners or occupiers upon payment of such reasonable charges as may be determined from time to time by the Body Corporate.

20.3 An Owner or occupier of a Lot to whom any key or any operation system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner, upon the user or occupier ceasing to be a user or occupier.

20.4 An Owner or occupier of a Lot into whose possession any key or operating system referred to in these By-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Committee.

20.5 An Owner or occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.

20.6 An Owner or occupier of a Lot shall securely fasten all doors and windows to its Lot on all occasions when the Lot is left unoccupied, and the Body Corporate, its servants, agents or the Body Corporate Manager, shall have the right, without committing trespass, to enter and fasten any doors or windows.

21 DISPLAY UNITS/SIGNAGE

21.1 While the original Owner remains an Owner of any Lot in the Building Format Plan, it and its officers, servants and/or agents, shall be entitled to use any Lot or part of a Lot of which it is the registered Owner or over which it is granted occupancy rights as a display unit or sales office and shall be entitled to allow prospective purchasers to inspect the improvements on the Lot.

21.2 While the original Owner remains an Owner of any Lot in the Building Format Plan, the original Owner may erect signs, advertising or display material in or about the improvement of a Lot owned by it (notwithstanding that same may infringe other provisions of these By-laws) or on Common Property.

21.3 The Body Corporate will not allow any sign to be erected on any part of the roof of the building for any form of advertising.

SCHEDULE

Title Reference [to issue] from 12983073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

22 STORAGE

22.1 The Committee of the Body Corporate may at any time designate any appropriate part of the Common Property to be used as a storeroom for the purposes of the storage of materials by any contractor engaged by the Body Corporate and may determine rules by which any such contractor and/or other any persons nominated by the Committee are given access to such designated storerooms.

23 NOTICE OF AUCTION

23.1 An Owner or occupier of a Lot shall not without the prior written notice of the Committee of the Body Corporate conduct an on-site auction of a Lot.

24 MISCELLANEOUS

24.1 If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Lot Owner (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the By-laws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

25 EXCLUSIVE USE CARPARKS

25.1 The Owner of each Lot identified in Schedule E under the heading "Car Park Exclusive Use Area" has an exclusive right of use of the car park area allocated to that Lot in Schedule E or as allocated by the Original Owner by notification to the Body Corporate of that allocation ("Car Park")

25.2 The Owner or Occupier of a Lot entitled to an exclusive use Car Park:-

(a) must keep the Car Park in a clean, tidy and safe condition at all times and will not store in or on the exclusive use area any unsightly items and will remove from those areas any items immediately upon being directed to do so by the Committee of the Body Corporate; and

(b) must not use the Car Park so as to create a nuisance and shall be responsible for the cost of the repair and maintenance of the Car Park (excluding any structural repair unless otherwise required by this by-law).

25.3 The Body Corporate and each of their employees, agents and contractors on giving reasonable notice except in the case of emergency when no notice is required may enter upon the exclusive use Car Park for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the utility infrastructure, the Common Property, the Lot or an adjoining Lot.

25.4 The Occupier of a Lot entitled to an exclusive use Car Park under this By-law must comply with the rules and manuals imposed by the Committee from time to time and must obtain the prior written approval of the Body Corporate before installing or constructing any improvement in the Car Park.

25.5 Any improvements (and any repairs and maintenance to any improvements) to the Car Park shall be undertaken by the Owner or Occupier at the cost of the Owner or Occupier of the Lot.

26 NO SMOKING ON COMMON PROPERTY

26.1 An Owner, occupier or any guest or invitee shall not smoke on any part of Common Property.

26.2 The Body Corporate Committee may in its discretion, authorise smoking on those areas of the Common Property which are outside the Building and any other structures on Common Property.

SCHEDULE

Title Reference [to issue] from 12483073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

27 SECURITY CAMERAS

27.1 In the event that security cameras are installed in the Building, the Body Corporate Committee may determine policy for the operation of those cameras and storage and destruction of any tapes.

28 BALCONIES AND VERANDAHS AND TERRACES

28.1 No balconies, verandahs or terraces may be enclosed with solid ballustrades, solid walls, fixed and / or operable, moveable or adjustable screening unless these features are clearly shown on the APPROVED DRAWINGS AND DOCUMENTS without first obtaining in writing the approval of:-

(a) the local authority; and

(b) (after the approval of the local authority has been given) the Committee of the Body Corporate.

28.2 An Owner or Occupier of a Lot shall at all times comply with the conditions of any Development Approval which relates to the Lot including in respect of any improvements proposed to be made to the balcony or terrace.

29 BULK SUPPLY OF UTILITIES

29.1 The Body Corporate may at its election supply or engage another person to supply utilities in the Scheme and in such case the following will apply:-

(a) "Utility" means: electricity, gas, water, cable TV and the like;

(b) the Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the Scheme from the relevant authority;

(c) the Body Corporate has the power to sell or cause or authorise to be sold reticulated Utility to each Owner or occupier in the Scheme provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or occupier for supply of the electricity direct from the relevant Electricity Authority;

(d) each Owner or occupier must purchase and use all Utility consumed in the Owner's or occupier's Lot direct from the Body Corporate and other entity as directed or required or authorised by the Body Corporate and must not purchase that Utility from any other source;

(e) the Body Corporate is not required to supply to any Owner or occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;

(f) the Body Corporate or entity supplying the relevant Utility ("the Supply Entity") may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent reasonably necessary for reimbursing the Body Corporate or the Supply Entity for supplying the services;

(g) the Body Corporate or the Supply Entity may render accounts to each Owner or occupier and such accounts are payable to the Body Corporate or the Supply Entity within fourteen (14) days of the delivery of such accounts;

(h) in respect of an account which has been rendered pursuant to these By-laws, then an Owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or occupier became the Owner or occupier of that Lot;

SCHEDULE

Title Reference [to issue] from 12983073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

(i) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then a Body Corporate or the Supply Entity is entitled to:-

(i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or

(ii) disconnect the supply or reticulated Utility to the relevant Lot;

(j) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;

(k) the Body Corporate or the Supply Entity may, from time to time, determine a security deposit to be paid by each Owner or occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

30 RECOVERY OF BODY CORPORATE'S COSTS

30.1 If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Lot Owner (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the By-laws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

31 DEVELOPMENT APPROVAL – LOCAL AUTHORITY

31.1 When obliged by the conditions of any Development Approval (including the decision notice issued for the Scheme and any subsequent approval from the Council in respect of the Scheme), the Body Corporate and Lot Owners shall maintain and not contravene the conditions of approval for the Scheme issued by the Brisbane City Council.

32 ROOFTOP COMMUNAL TERRACE

32.1 Access to and / or use of the Rooftop Communal Terrace by an owner or occupier of a lot or their invitees shall be limited to the hours of 7am to 10pm on any day of the week.

SCHEDULE D OTHER DETAILS REQUIRED / PERMITTED TO BE INCLUDED

1 SERVICES LOCATION DIAGRAM

A Services Location Diagram is attached and marked "A"

2 STATUTORY EASEMENTS

Each of the Lots and common property in the Scheme may be affected by the following statutory easements:

- (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
- (b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;
- (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
- (d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;

SCHEDULE

Title Reference [To Issue] from 12983073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

- (e) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- (f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Car Park Exclusive Use Area – by-law 25
Lot 101 on SP 317014	area 58 on plan annexed and marked 'C'
Lot 102 on SP 317014	area 57 on plan annexed and marked 'C'
Lot 103 on SP 317014	area 56 on plan annexed and marked 'C'
Lot 104 on SP 317014	area 68 on plan annexed and marked 'C'
Lot 105 on SP 317014	area 55 on plan annexed and marked 'C'
Lot 106 on SP 317014	area 54 on plan annexed and marked 'C'
Lot 107 on SP 317014	area 75 on plan annexed and marked 'C'
Lot 108 on SP 317014	area 67 on plan annexed and marked 'C'
Lot 109 on SP 317014	areas 18 and 19 on plan annexed and marked 'B'
Lot 201 on SP 317014	area 65 on plan annexed and marked 'C'
Lot 202 on SP 317014	area 64 on plan annexed and marked 'C'
Lot 203 on SP 317014	area 63 on plan annexed and marked 'C'
Lot 204 on SP 317014	area 62 on plan annexed and marked 'C'
Lot 205 on SP 317014	area 61 on plan annexed and marked 'C'
Lot 206 on SP 317014	areas 40 and 52 on plan annexed and marked 'B'
Lot 207 on SP 317014	area 60 on plan annexed and marked 'C'
Lot 208 on SP 317014	area 59 on plan annexed and marked 'C'
Lot 209 on SP 317014	area 32 on plan annexed and marked 'B'
Lot 301 on SP 317014	area 31 on plan annexed and marked 'B'
Lot 302 on SP 317014	area 30 on plan annexed and marked 'B'
Lot 303 on SP 317014	area 29 on plan annexed and marked 'B'
Lot 304 on SP 317014	area 28 on plan annexed and marked 'B'
Lot 305 on SP 317014	area 27 on plan annexed and marked 'B'
Lot 306 on SP 317014	area 26 on plan annexed and marked 'B'
Lot 307 on SP 317014	areas 39 and 53 on plan annexed and marked 'B'
Lot 308 on SP 317014	area 50 on plan annexed and marked 'B'
Lot 309 on SP 317014	areas 72 and 90 on plan annexed and marked 'C'
Lot 401 on SP 317014	areas 81 and 82 on plan annexed and marked 'C'
Lot 402 on SP 317014	area 49 on plan annexed and marked 'B'
Lot 403 on SP 317014	area 48 on plan annexed and marked 'B'
Lot 404 on SP 317014	area 47 on plan annexed and marked 'B'
Lot 405 on SP 317014	area 71 on plan annexed and marked 'C'
Lot 406 on SP 317014	area 46 on plan annexed and marked 'B'
Lot 407 on SP 317014	area 45 on plan annexed and marked 'B'
Lot 408 on SP 317014	area 44 on plan annexed and marked 'B'
Lot 409 on SP 317014	areas 80 and 83 on plan annexed and marked 'C'
Lot 501 on SP 317014	areas 41 and 51 on plan annexed and marked 'B'
Lot 502 on SP 317014	area 43 on plan annexed and marked 'B'
Lot 503 on SP 317014	area 42 on plan annexed and marked 'B'
Lot 504 on SP 317014	area 24 on plan annexed and marked 'B'
Lot 505 on SP 317014	areas 79 and 84 on plan annexed and marked 'C'
Lot 506 on SP 317014	areas 78 and 85 on plan annexed and marked 'C'
Lot 507 on SP 317014	areas 73 and 89 on plan annexed and marked 'C'
Lot 508 on SP 317014	areas 77 and 86 on plan annexed and marked 'C'

SCHEDULE

Title Reference [to issue] from 12983073, 13570102, 51161600

HORIZON ON THE PARK COMMUNITY TITLES SCHEME

Lot 509 on SP 317014	areas 69 and 70 on plan annexed and marked 'C'
Lot 601 on SP 317014	areas 22 and 23 on plan annexed and marked 'B'
Lot 602 on SP 317014	area 7 on plan annexed and marked 'B'
Lot 603 on SP 317014	areas 76 and 87 on plan annexed and marked 'C'
Lot 604 on SP 317014	area 66 on plan annexed and marked 'C'
Lot 605 on SP 317014	areas 16 and 17 on plan annexed and marked 'B'
Lot 606 on SP 317014	areas 74 and 88 on plan annexed and marked 'C'
Lot 607 on SP 317014	areas 20 and 21 on plan annexed and marked 'B'
Lot 608 on SP 317014	areas 14 and 15 on plan annexed and marked 'B'
Lot 701 on SP 317014	areas 12 and 13 on plan annexed and marked 'B'
Lot 702 on SP 317014	areas 10 and 11 on plan annexed and marked 'B'
Lot 703 on SP 317014	areas 5 and 6 on plan annexed and marked 'B'
Lot 704 on SP 317014	areas 8 and 9 on plan annexed and marked 'B'
Lot 705 on SP 317014	areas 3 and 4 on plan annexed and marked 'B'
Lot 706 on SP 317014	areas 1 and 2 on plan annexed and marked 'B'
Lot 707 on SP 317014	areas 37 and 38 on plan annexed and marked 'B'
Lot 708 on SP 317014	areas 35 and 36 on plan annexed and marked 'B'
Lot 709 on SP 317014	areas 33 and 34 on plan annexed and marked 'B'

Storage Exclusive Use Area - by-law 22

Common Property (CP) on SP317014
1 Area 91 on plan annexed and marked 'C'

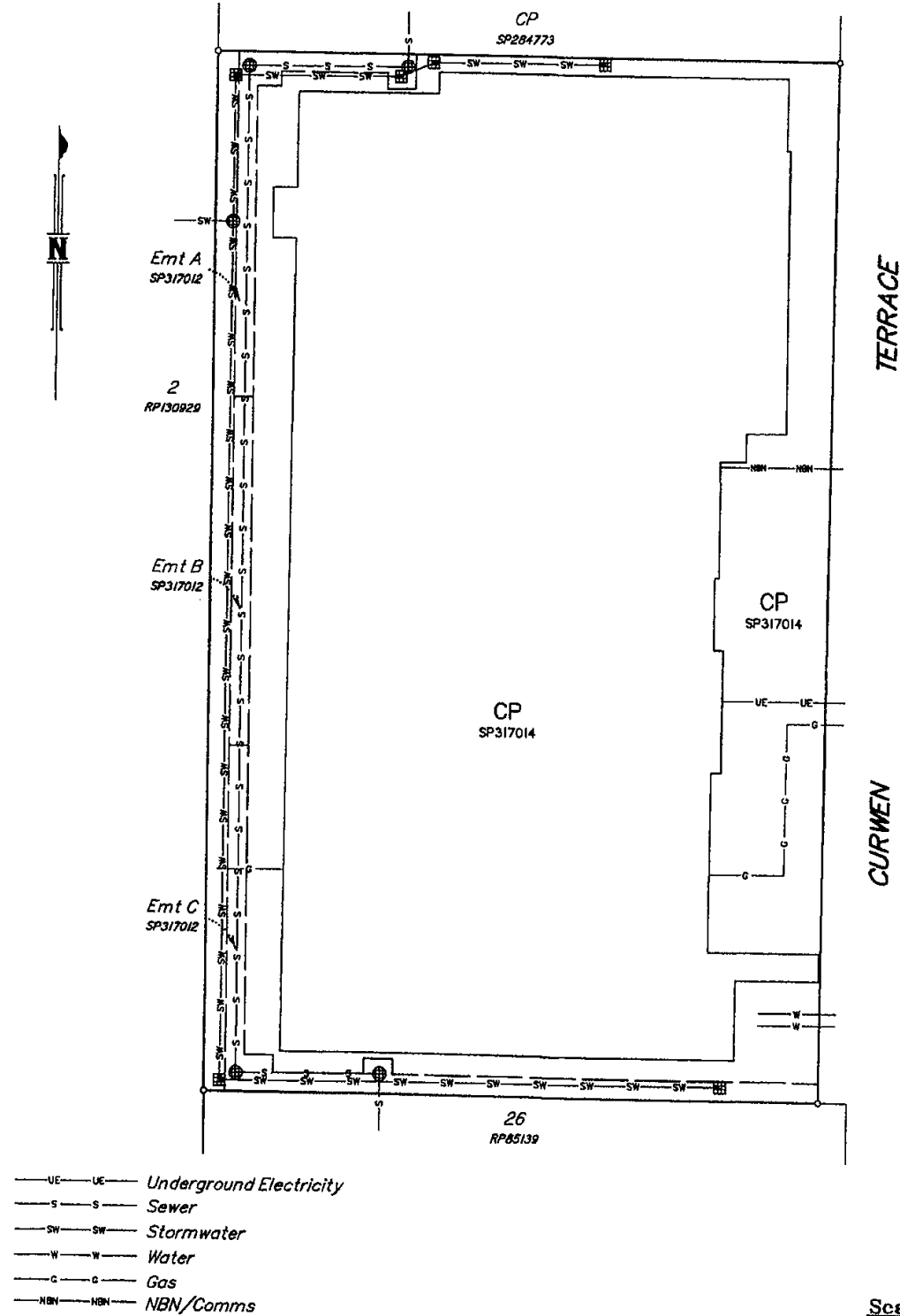
SERVICES LOCATION DIAGRAM 'A'

For Lots 101-109, 201-209, 301-309, 401-409,
501-509, 601-609, 701-709 & Common Property
of 'Horizon on the Park' Community Title Scheme

NOTES:

1. Plan drawn to scale on A3 sheet.
2. Plan prepared from information supplied by builder.

Locality of Chermiside



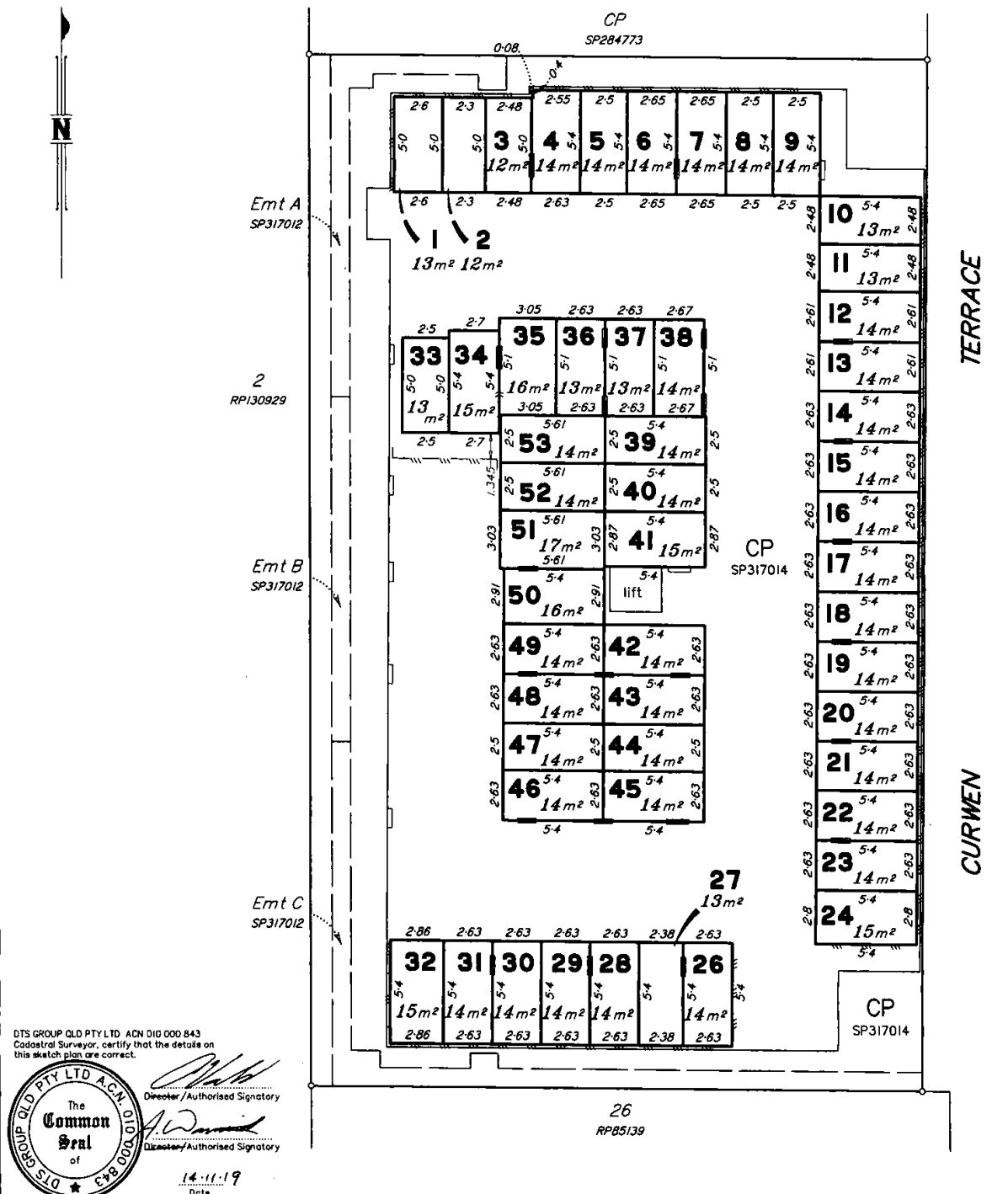
PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'B'

Exclusive Use Areas 1-24 & 26-53
Covering Part of Common Property of
"Horizon on the Park" Community Title Scheme
on Level "A"

Locality of Chermside

NOTES:

1. Plan drawn to scale on A3 sheet.
2. Title Reference:
3. Face of Wall where shown:
4. Face of Column where shown:
5. Centreline of Column where shown:
6. Centreline of Wall where shown:



Scale 1:200

Date: 13/11/2019
Surveyor: BP
Drawn: AC
Project: BNE150736
Acad: B150736Eul.dwg
A3-5911/B

DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.



Director/Authorised Signatory

Director/Authorised Signatory

14-11-19
Date

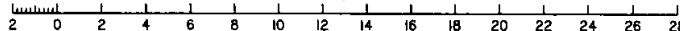


dts urban planning, surveying
& development

Brisbane PO Box 3128 West End QLD 4101 Ph 07 3118 0800
brisbane@drisold.com.au

Mackay PO Box 11711 Mackay Queensland QLD 4740 Ph 1300 278 783
mackay@drisold.com.au

Scale 1:200 - Lengths are in Metres.






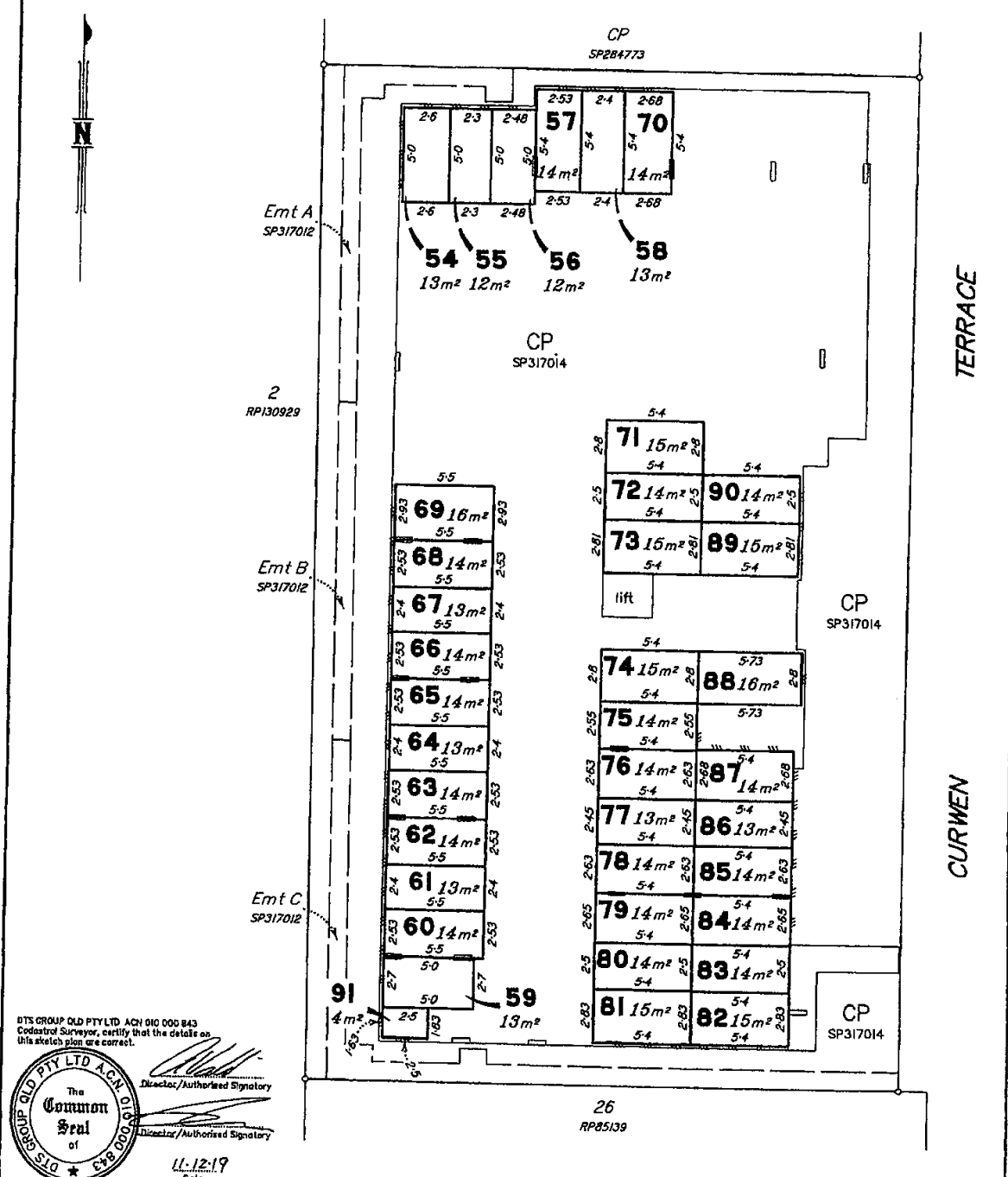
**PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'C'**

Exclusive Use Areas 54-91
Covering Part of Common Property of
"Horizon on the Park" Community Title Scheme
on Level "B"


Locality of Chermiside

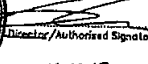
NOTES:

1. Plan drawn to scale on A3 sheet.
2. Title Reference:
3. Face of Wall where shown: 
4. Face of Column where shown: 
5. Centreline of Column where shown: 



DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.


Director/Authorised Signatory

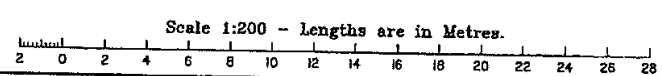

Director/Authorised Signatory

11.12.19
Date

dts urban planning, surveying
& development

Dilsaba
PO Box 5126, West End QLD 4101
Ph: 07 3111 3200
kathleen@dtsgroup.com.au

Maichay
PO Box 11111, Miskay Creek QLD 4713
Ph: 07 499 27173
maichay@dtsgroup.com.au



Scale 1:200

Date: 11/12/2019
Surveyor: BP
Drawn: AC
Project: BNE150736
Acad: B150736Eul.dwg
A3-5911/C

Title Reference [12983073;13570102;51161600]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: CMS

Name of authorised person or solicitor: Lachlan Cottee

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): Director of Curwen at Chermside Pty Ltd [ACN 616 167 312]

Item/s being altered or corrected: 1, 4, 5 & 8

Details of alteration or minor correction:

Item 1 insert the words 'community titles scheme'

Item 4 amend title reference to read 51161600

Item 5 & 8 insert ACN of original owner

Item 8 insert words 'see enlarged panel'

Party represented (where signed by solicitor):



Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

Title Reference [12983073, 13570102, 51161600]

STATEMENT ABOUT ALTERATION OR MINOR CORRECTION TO LAND REGISTRY FORM

Form being altered or corrected:
CMS – Schedule of Lot Entitlements

Name of authorised person or solicitor:
Chantelle Savage

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
SAI Global

Item/s being altered or corrected:
Contribution Total

Details of alteration or minor correction:
Correction of Contribution Total to read '9997'

Party represented (where signed by solicitor):
Curwen at Chermiside Pty Ltd



.....
Authorised person's or Solicitor's Signature

Title Reference [12983073, 13570102, 51161600]

STATEMENT ABOUT ALTERATION OR MINOR CORRECTION TO LAND REGISTRY FORM

Form being altered or corrected:
CMS

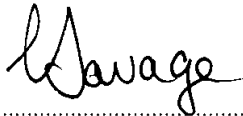
Name of authorised person or solicitor:
Chantelle Savage

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
SAI Global

Item/s being altered or corrected:
Item 3
Item 4
Schedule E

Details of alteration or minor correction:
Item 3 & 4 - Removal of wording – 'THE'
Schedule E – Insertion of 'Common Property (CP) on SP 317014' so that it may read 'Common Property (CP) on SP 317014 Area 91 on plan annexed and marked 'C'

Party represented (where signed by solicitor):
Galp Pty Ltd



.....
Authorised person's or Solicitor's Signature

BODY CORPORATE CERTIFICATE

The information in this certificate is issued on **13/08/2025**.

Name of Scheme	HORIZON ON THE PARK CTS 53410	Lot	203
----------------	-------------------------------	-----	-----

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.

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997*. 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:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations.

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 the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings;
- the lawful use of lots, including whether a lot can be used for short-term letting; or
- *for schemes under specified two-lot schemes module*, body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses).

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.

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 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.

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 participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

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.

For schemes under specified two-lot schemes module, 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').

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 below), 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.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of community titles scheme	HORIZON ON THE PARK CTS 53410
Address of community titles scheme	10 CURWEN TERRACE, CHERMSIDE QLD 4032
Body corporate manager	<p>Bodies corporate often engage a body corporate manager to handle administrative functions.</p> <p>The body corporate manager for the scheme: Civium Strata ABN: 39 121 276 300 Locked Bag 8300 CANBERRA ACT 2601 Ph: 1300 724 256 levies@civium.com.au</p>
Accessing records	<p>Who is responsible for keeping the body corporate's records?</p> <p>- The body corporate manager named above.</p>

Property and community titles scheme details

Lot number	203
Plan number	SP317014
Plan of subdivision	<p>Building Format Plan</p> <p>The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.</p>
Regulation module	<p>Accommodation</p> <p>There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made. More information is available from www.qld.gov.au/buyingbodycorporate.</p>
Layered arrangements of community titles schemes	<p>A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.</p> <p>Is the scheme part of a layered arrangement of community titles schemes?</p> <p>- No</p> <p>If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.</p>
Building management statement	<p>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.</p> <p>Does a building management statement apply to the community titles scheme?</p> <p>- No</p> <p>If yes, you can obtain a copy of the statement from Titles Queensland at 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.</p>

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 the 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. In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws	The by-laws are listed in the community management statement, or a consolidated set of by-laws is given with this certificate.
Exclusive use areas	<p>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.</p> <p>Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?</p> <p>- Yes</p> <p>If yes, the exclusive use by-laws or other allocations of common property for the schemes are listed in the community management statement and/or given with this certificate.</p>

Lot entitlements and financial information

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 all 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 all 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: 160 Total contribution schedule lot entitlements for all lots: 9997
Interest schedule	Interest schedule lot entitlement for the lot: 156 Total interest schedule lot entitlements for all lots: 10000
Statement of accounts	The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.
Owner contributions (levies)	<ul style="list-style-type: none">- The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.- You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.- If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.- WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.- The contributions payable by the owner of the lot that this certificate relates to are listed over the page.
Body corporate debts	<p>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.</p> <p>Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.</p>

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for Lot 203 for the current financial year	\$3,945.18
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/02/2025	Standard Levy Contribution Schedule (01/02/2025 - 30/04/2025)	\$716.80	\$0.00 if paid by 01/02/2025	Fully Paid
01/02/2025	Insurance Levy (01/02/2025 - 30/04/2025)	\$207.48	\$0.00 if paid by 01/02/2025	Fully Paid
01/05/2025	Standard Levy Contribution Schedule (01/05/2025 - 31/07/2025)	\$716.80	\$0.00 if paid by 01/05/2025	Fully Paid
01/05/2025	Insurance Levy (01/05/2025 - 31/07/2025)	\$207.48	\$0.00 if paid by 01/05/2025	Fully Paid
01/08/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$910.02	\$0.00 if paid by 01/08/2025	Fully Paid
01/08/2025	Insurance Levy (01/08/2025 - 31/10/2025)	\$138.29	\$0.00 if paid by 01/08/2025	Fully Paid
01/11/2025	Standard Levy Contribution Schedule (01/11/2025 - 31/01/2026)	\$910.02	\$0.00 if paid by 01/11/2025	Not due yet
01/11/2025	Insurance Levy (01/11/2025 - 31/01/2026)	\$138.29	\$0.00 if paid by 01/11/2025	Not due yet
01/02/2026	Insurance Levy (01/02/2026 - 30/04/2026)	\$168.87	\$0.00 if paid by 01/02/2026	Not due yet
01/05/2026	Insurance Levy (01/05/2026 - 31/07/2026)	\$168.87	\$0.00 if paid by 01/05/2026	Not due yet
			if paid by	
			if paid by	

Sinking fund contributions

Total amount of contributions (before any discount) for Lot 203 for the current financial year	\$1,027.84
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/02/2025	Standard Levy Contribution Schedule (01/02/2025 - 30/04/2025)	\$268.80	\$0.00 if paid by 01/02/2025	Fully Paid
01/05/2025	Standard Levy Contribution Schedule (01/05/2025 - 31/07/2025)	\$268.80	\$0.00 if paid by 01/05/2025	Fully Paid
01/08/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$245.12	\$0.00 if paid by 01/08/2025	Fully Paid

Special contributions (if any)

You can access the body corporate records for more information.

Total amount of contributions (before any discount) for Lot 203	\$0.00
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	

Other amounts payable by the lot owner (if any)

For the current financial year there are:

Amounts payable under exclusive use by-laws	
Amounts payable under service agreements (that are not included in body corporate contributions for the lot)	
Other amounts payable (see explanation given with this certificate)	

Summary of amounts due but not paid by the current owner

At the date of this certificate 13/08/2025, the following amounts are due but not yet paid for the lot.
A \$0.00 or Nil balance indicates that all payments for the lot are up to date.

Overdue annual contributions	\$0.00
Overdue special contributions	\$0.00
Penalties on overdue contributions	\$0.00
Other amounts due but not paid	
Total amounts due but not paid	\$0.00
Total amount in credit (if applicable) Credit balance on the lot and payments made before due date.	\$0.00

Common property and assets

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, lifts and stairwells, 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. An owner is usually 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.

Sinking fund forecast and balance (maintenance and replacement of common property / assets)	<p>The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions. Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.</p> <p>Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?</p> <p>- Yes</p> <p>If yes, you can obtain a copy from the body corporate records.</p> <p>Current sinking fund balance (as at date of certificate): \$276,639.22</p>
Improvements to common property the lot owner is responsible for	<p>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.</p> <p>Are there any authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition?</p> <p>- No</p> <p>If yes, details given with this certificate.</p>
Body corporate assets	<p>The body corporate must keep a register of all body corporate assets worth more than \$1,000.</p> <p>- A copy of the body corporate register of assets is given with this certificate (if any).</p>

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 the 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.


Body corporate insurance policies	<p>Details of each current insurance policy held by the body corporate are given with this certificate. This includes, for each policy, the:</p> <ul style="list-style-type: none">- type of policy;- name of the insurer;- sum insured;- amount of premium; and- excess payable on a claim.
Alternative insurance	<p>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.</p> <p>Does the body corporate currently hold alternative insurance approved under an alternative insurance order?</p> <p>- No</p>
Lot owner and occupier insurance	<p>The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.</p> <p>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.</p>

Contracts and authorisations

Caretaking service contractors and letting agents	<p>A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.</p> <p>If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.</p> <p>A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.</p> <p>The maximum term of a service contract or authorisation entered into by a body corporate is:</p> <ul style="list-style-type: none">- 1 year if the Specified Two-lot Schemes Module applies to the scheme;- 10 years if the Standard Module applies to the scheme; and- 25 years if the Accommodation Module or Commercial Module applies to the scheme. <p>You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.</p> <p>Has the body corporate engaged a caretaking services contractor for the scheme?</p> <p>- No</p> <p>If yes, name of caretaking service contractor engaged:</p> <p>Has the body corporate authorised a letting agent for the scheme?</p> <p>- No</p> <p>If yes, name of authorised letting agent:</p>
Embedded network supply	<p>Are there arrangement/s to supply any of the below services to occupiers in the community titles scheme through an embedded network?</p> <p>Electricity: No Hot Water / Gas: No Internet / Data: No</p> <p>More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.</p>

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s	Rebekah Morton
Position/s held	Certificates
Signature/s	
Date	13/08/2025

Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

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53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Page 1

Nil

Civium Strata

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Authorisations Affecting Lots
53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Lot No	Resolution Date	Description	Conditions
Nil			

Civium Strata

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Common Authorisation
53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Lot No	Resolution Date	Description	Conditions
--------	-----------------	-------------	------------

Nil

Civium Strata

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Compliance Register

53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Page 1

Nil

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Contracts Register

53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Page 1

Contractor Name and Address: BARARD MANAGEMENT PTY LTD T/AS CIVIUM
Level 5/157 Ann Street
BRISBANE QLD 4000

Details of Duties: BODY CORPORATE MANAGER
Delegated Powers: SECRETARIAL
Basis of Remuneration: MONTHLY
Commencement Date: 01/06/2023
Termination Date:
Terms: 3 YEARS
Options:
Copy of Agreement on File? Y
Workers Comp No:

Contractor Name and Address: Keppie Fortune Pty Ltd ATF Green City Trust

Details of Duties: CARETAKER AND LETTING AGENT
Delegated Powers:
Basis of Remuneration: Monthly in arrears
Commencement Date: 28/02/2020
Termination Date:
Terms: 25 Years
Options:
Copy of Agreement on File? N
Workers Comp No:

Contractor Name and Address: KONE ELEVATORS (QLD) PTY LTD
PO BOX 511
FORTITUDE VALLEY QLD 4006

Details of Duties: LIFT MAINTENANCE AGREEMENT
Delegated Powers:
Basis of Remuneration: Annually
Commencement Date: 01/07/2021
Termination Date:
Terms: 5 YEARS
Options:
Copy of Agreement on File? N
Workers Comp No:

Civium Strata

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Exclusive Use Allocations
53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Lot No	Resolution Date	Description	By Law
203	12/12/19	Area 63 on plan annexed and marked C	25
	12/12/19	Area 33 & 34 on plan annexed and marked B	25

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Fund Proposals
53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Date Determined	Title	Particulars
Nil		

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Leases and Licenses Register
53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Nil

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Register of Authorisation for an Owner to make an
Improvement to Common Property for the Benefit of that Lot
53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Lot No	Date of Resolution Passed Giving Authorisation	Description of Area Authorised for use for Improvement	Conditions Applying to the Use
Nil			

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Unregistered By-Laws
53410 HORIZON ON THE PARK 10 CURWEN TERRACE

Lot No	Resolution Date	Description	By Law
Nil			



Issue date: 24 September 2024

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The BC for Horizons On The Park CTS 53410	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	10 CURWEN TERRACE, CHERMSIDE, QLD 4032	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$35,102,000.00 Common Contents - \$351,020.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<u>Machinery Breakdown</u> Limit - \$100,000 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20295844	
PERIOD OF INSURANCE:	23 September 2024 expiring on 23 September 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Statutory Encumbrance Report

Property: Unit 203, 10 Curwen Terrace, Chermside QLD 4032

This report details statutory encumbrances that directly impact the property.

1. Brisbane City Council

Council stormwater drainage infrastructure, including stormwater drains, gullies, roofwater connections, maintenance holes, pits, and treatment assets, is located within the property boundaries, with statutory rights of access for inspection, maintenance, and operation.

2. Energex Limited

Underground high voltage and low voltage electricity infrastructure is present within the property, subject to statutory rights for operation, maintenance, and access.

3. Urban Utilities

Underground water supply, recycled water, and sewerage infrastructure are located within the property boundaries, with statutory rights of access, maintenance, and operation.

4. NBN Co Limited

Underground telecommunications infrastructure is located within the property boundaries, subject to statutory service rights for operation, maintenance, and access.

5. Telstra Corporation Limited

Underground communications cabling, fibre optic cables, conduits, pits, and associated infrastructure traverse the property boundaries, with statutory rights of access for inspection, maintenance, and operation.

ABN: 39 121 276 300
 Locked Bag 8300
 CANBERRA ACT 2601
 Ph: 1300 724 256
 levies@civium.com.au
 Principal: Doug O'Mara

Daniel Brown & Georgia Barker
 3/15 Owen Avenue
 BAULKHAM HILLS NSW 2153

Building ABN 71956031275
 Notice ID
 Date of Notice 16/06/2025
 A/c No 6270142183
 Lot No 203
 Unit No 203
 Unit of Entitlement 160

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

HORIZON ON THE PARK C.T.S 53410, Lot 203, 10 Curwen Terrace, CHERMSIDE QLD 4032

Details	Paid	Admin	Sinking	Interest/ Discount	Due Date	Total
Standard Levy Building Insurance (01/08/25 - 31/10/25) ^	\$0.00	\$138.29	\$0.00	\$0.00	01/08/2025	\$138.29
Standard Levy Contribution Schedule (01/08/25 - 31/10/25) ^	\$0.00	\$910.02	\$245.12	\$0.00	01/08/2025	\$1,155.14
				Total if Paid by Due Date \$1,293.43		

^ Current period levies in this Tax Invoice total \$1,293.43. GST included is \$117.58.

Interest at the rate of 0.00% per month is payable on overdue levies. Please contact us if you anticipate any difficulty attending to payment by the due date.

Please be aware the discount, if applicable, will only apply if the payment is made before the due date

**Please note the PAID column is a new addition to this levy notice.
 Any amounts paid in advance prior to the levy being issued will be displayed in this column.**



Ways to pay



CARD OR DIRECT DEBIT

DEFT Reference Number
 21156952062701421836

Visit deft.com.au to pay by card or direct debit.
 Payments may attract a surcharge.



BPAY

Billers Code: 96503
 Ref: 21156952062701421836

Mobile & Internet Banking - BPAY
 Make this payment from your preferred bank account.



POST BILLPAY



*496 211569520 62701421836

Pay in-store at Australia Post by eftpos or cheque.
 Cheques payable to Horizon on the Park

Vendor/s

GEORGIA BARKER, DANIEL ROBERT BROWN

Property Address

UNIT 203 10 CURWEN TCE, CHERMSIDE QLD 4032

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: _____ 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: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

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)

000039902562

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: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

DESCRIPTION: LOT: _____ PLAN: _____ AREA: _____ ← more or less

TITLE REFERENCE: _____ SOLD AS: ☐ Freehold ☐ Leasehold☐ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: _____

Local Government: _____

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: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:	
Deposit Holder's Trust Account:	
Bank:	
BSB:	Account No:

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.

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

000039902562

SETTLEMENT

SETTLEMENT 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)*

000039902562

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 NOT 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)

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LOTS IN A COMMUNITY TITLES SCHEME**(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

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

← **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.

(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**

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:

← **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.

(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)

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SPECIAL CONDITIONS

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)

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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), 13.2(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;
- (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:
 - (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 clause 4.2(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:
 - (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) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 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.
- (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 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), 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:
 - (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 Buyers 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:

- (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.

(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.
- (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.