

Seller Disclosure Report

Vendor/s

ABDUL AHJAZ AZAM, ROSHMEEN JAITUN AZAM

Property Address

UNIT 307 35 PEEL ST, SOUTH BRISBANE QLD 4101

Prepared On

Thursday, August 21, 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 ABDUL AHJAZ AZAM, ROSHMEEN JAITUN AZAM

Property address UNIT 307 35 PEEL ST, SOUTH BRISBANE QLD 4101
(referred to as the
“property” in this
statement)

Lot on plan description 307/SP227497

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

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

☐ **No**

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

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

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances	<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 type="checkbox"/> Yes <input checked="" 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> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</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 type="checkbox"/> Yes <input checked="" 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> <input type="text"/></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>Principal centre (City centre) zone</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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input 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: \$508.69 Date Range: 1/04/2025 to 30/06/2025
	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*.**

Water	Whichever of the following applies—
	<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <div> Amount: \$218.35 Date Range: 7/1/2025 to 2/4/2025 </div> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <div> Amount: <input type="text"/> Insert estimated amount Date Range: <input type="text"/> Insert date range </div>

* 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:
Abdul Azam
31290CFC1B58F70C

Signature of seller

Abdul Azam

Name of seller

22/08/2025 06:56 am

Date

Signed by:
Roshmeen Azam
0154E4322901AD29

Signature of seller

Roshmeen Azam

Name of seller

22/08/2025 06:58 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

Name of buyer

Date

Signature of buyer

Name of buyer

Date

Searches

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52977492
Search Date: 14/08/2025 10:20

Title Reference: 50911920
Date Created: 01/05/2013

Previous Title: 50911853

REGISTERED OWNER

Dealing No: 715110398 29/05/2013

ABDUL AHJAZ AZAM
ROSHMEEN JAITUN AZAM JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 307 SURVEY PLAN 227497
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 44636

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10094218 (ALLOT 8 SEC 33)
Deed of Grant No. 10094219 (ALLOT 9 SEC 33)
2. BUILDING MANAGEMENT STATEMENT No 715059208 30/04/2013 at 14:28
benefiting and burdening the lot
3. MORTGAGE No 723874444 19/02/2025 at 14:22
MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

SURVEY PLAN

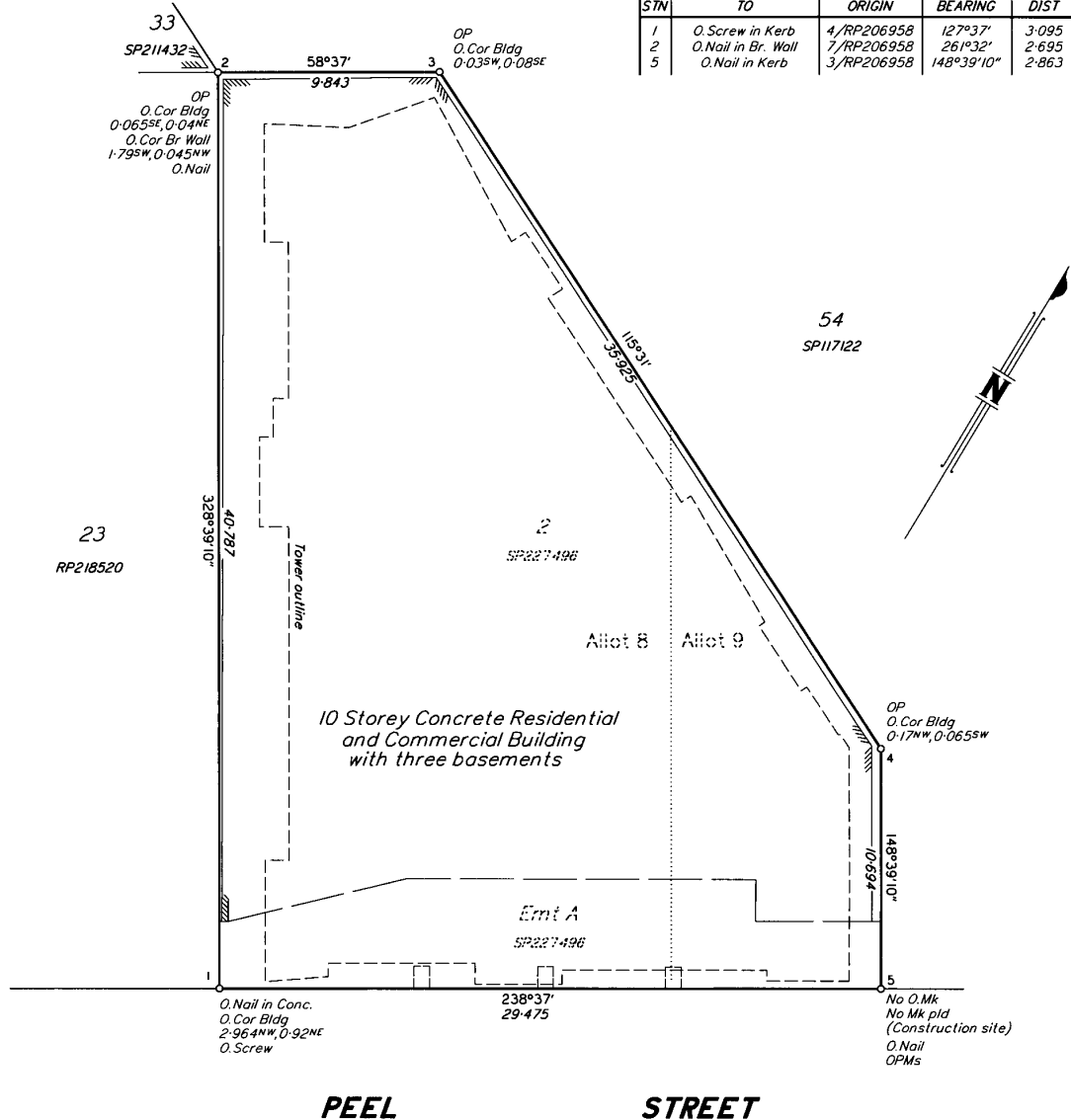
Sheet
1 of
16Area of Base Parcel907 m²

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
5-OPM	SP227496	56°16'	90.745	151836
5-OPM	SP227496	129°34'10"	19.46	154613

REFERENCE MARKS

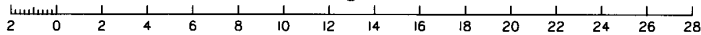
STN	TO	ORIGIN	BEARING	DIST
1	O. Screw in Kerb	4/RP206958	127°37'	3.095
2	O. Nail in Br. Wall	7/RP206958	261°32'	2.695
5	O. Nail in Kerb	3/RP206958	148°39'10"	2.863



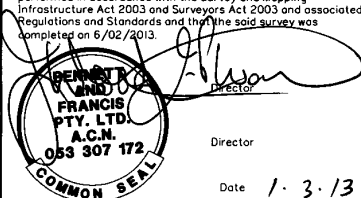
PEEL

STREET

Scale 1:200 - Lengths are in Metres.



BENNETT & FRANCIS PTY LTD (ACN 053 307 172) hereby certify that the land comprised in this plan was surveyed by the corporation, by Sean Richard HOOPER, surveying associate, for whose work the corporation accepts responsibility, under the supervision of James Paterson McKenzie WORRELL, 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 6/02/2013.



Director

Date 1.3.13

Plan of Lots 201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909, 1001-1009 & Common Property

Cancelling Lot 1 on SP227496

PARISH: **SOUTH BRISBANE** COUNTY: **Stanley**Meridian: **RP206958**F/N's: **No**

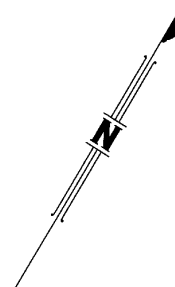
Scale copyright reserved.

Scale: **1:200**Format: **BUILDING****SP227497**

Plan Status:

<p>WID & RIE 30.4.13</p> <p>715049075</p> <p>715059210</p> <p>\$6525.55</p> <p>\$6525.55</p> <p>30/04/2013 14:28</p> <p>BE 400 NT</p>		<p align="center">WARNING : Folded or Mutilated Plans will not be accepted.</p> <p align="center">Plans may be rolled.</p> <p align="center">Information may not be placed in the outer margins.</p>																					
<p>1. Certificate of Registered Owners or Lessees.</p> <p>I/We HOUPAC CORPORATION NO 2 PTY LTD ACN 125 009 298 AS TRUSTEE OF THE HOUPAC NO 2 TRUST UNDER INSTRUMENT NO. 711572595</p> <p>(Names in full)</p> <p>* 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. HOUPAC CORPORATION NO. 2 PTY LTD</p> <p>* as Lessees of this land agree to this plan. ACN 125 009 298 THOMAS MICHAEL FORRESTER SOLE DIRECTOR & SECRETARY</p> <p>Signature of *Registered Owners *Lessees</p>		<p>5. Lodged by BROADWAY REES HOWARD 48/179 TURBOT ST BRISBANE</p> <p>(Include address, phone number, reference, and Lodger Code)</p>																					
<p>2. Local Government Approval.</p> <p>* BRISBANE CITY COUNCIL hereby approves this plan in accordance with the: % SUSTAINABLE PLANNING ACT 2009</p> <p>Dated this <u>2nd</u> day of <u>April</u>, 2013</p> <p><u>Val Munn</u> # <u>Helen Nevin</u> <u>Dulgate</u> #</p> <p>* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990</p>		<p>6. Existing</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Title Reference</th> <th>Description</th> <th>New Lots</th> <th>Road</th> <th>Emts</th> <th>Cov.</th> <th>Profit a prendre</th> </tr> </thead> <tbody> <tr> <td></td> <td>Lot 1 on SP227496</td> <td>201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909 & 1001-1009 & CP</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p align="center">MORTGAGE ALLOCATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mortgage</th> <th>Lots Fully Encumbered</th> <th>Lots Partially Encumbered</th> </tr> </thead> <tbody> <tr> <td>711572603</td> <td>201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909 & 1001-1009</td> <td></td> </tr> </tbody> </table> <p>BRISBANE CITY COUNCIL ENCUMBERED 715049071 CP-SP227497</p> <p>BUILDING MANAGEMENT STATEMENT ASSOCIATION BUILDING MGMT. STATEMENT 715049061 201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909 & 1001-1009 and Common Property.</p> <p>Amendments by Ben Francis Acn 053 867779 Director 26.4.2013</p> <p>204-205, 304-307, 404-407, 504-507, 604-607, 704-707, 804-807, 904-907, & 1004-1007 & CP</p> <p>201-204, 301-305, 307-309, 401-405, 407-409, 501-505, 507-509, 601-605, 607-609, 701-705, 707-709, 801-805, 807-809, 901-905, 907-909, 1001-1005, 1007-1009 & CP</p> <p>Sec 33 Allot 9</p> <p>Sec 33 Allot 8</p> <p>7. Portion Allocation :</p> <p>8. Map Reference : 9543-33331</p> <p>9. Locality : South Brisbane</p> <p>10. Local Government : BRISBANE CITY</p> <p>11. Passed & Endorsed : By: BENNETT and FRANCIS PTY LTD Date: 13/13 Signed: [Signature] Designation: Cadastral Surveyor/Director</p> <p>12. 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.</p> <p>13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$</p> <p>14. Insert Plan Number SP227497</p>		Title Reference	Description	New Lots	Road	Emts	Cov.	Profit a prendre		Lot 1 on SP227496	201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909 & 1001-1009 & CP					Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	711572603	201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909 & 1001-1009	
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711572603	201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909 & 1001-1009																						
<p>3. Plans with Community Management Statement :</p> <p>CMS Number: 44636</p> <p>Name: The Capitol Apartments</p>		<p>4. References :</p> <p>Dept File : Local Govt : Surveyor : 024731</p>																					

LEVEL A
1:200



Common Property

Common Property

Common Property

Common Property

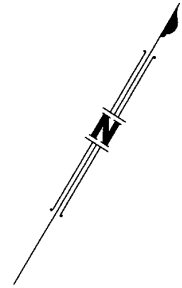
Common Property

State copyright reserved.



Insert Plan Number	SP227497
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LEVEL B
1:200



Common Property

Common Property

Common Property

Common Property

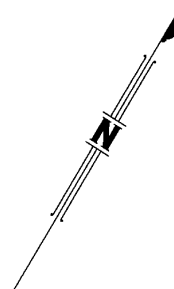
Common Property

State copyright reserved.



Insert Plan Number	SP227497
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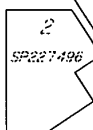
LEVEL C
1:200



Common Property

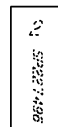
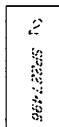
Common Property

Level Below



Common Property

Common Property

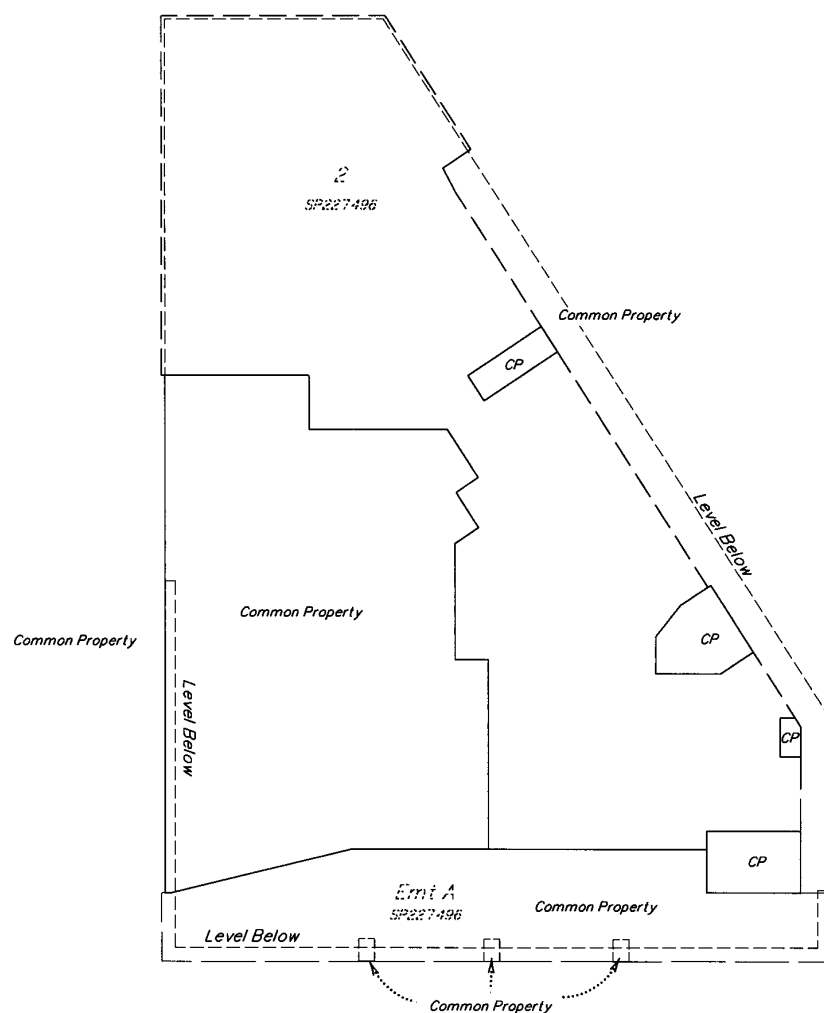


Common Property

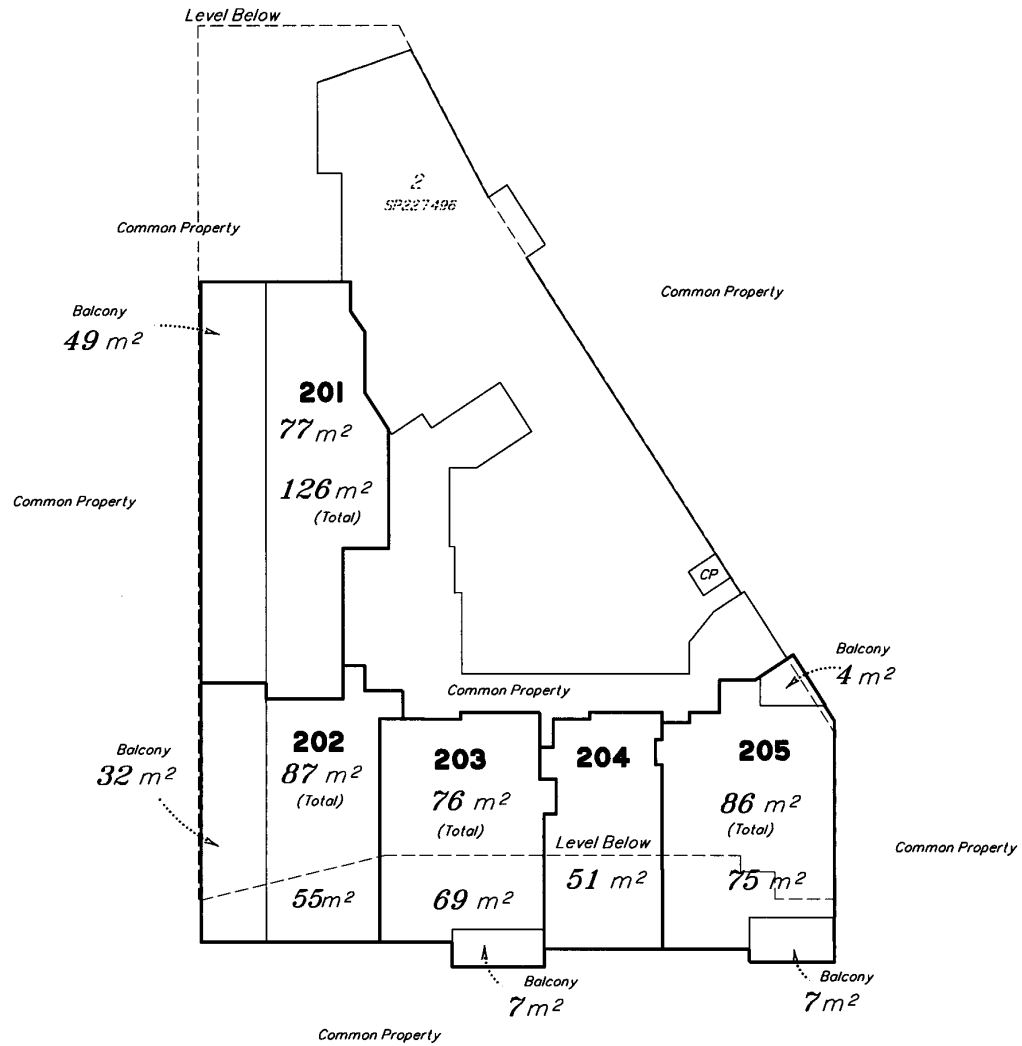
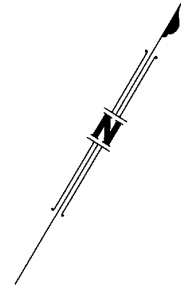
State copyright reserved.



Insert Plan Number	SP227497
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LEVEL E
1:200

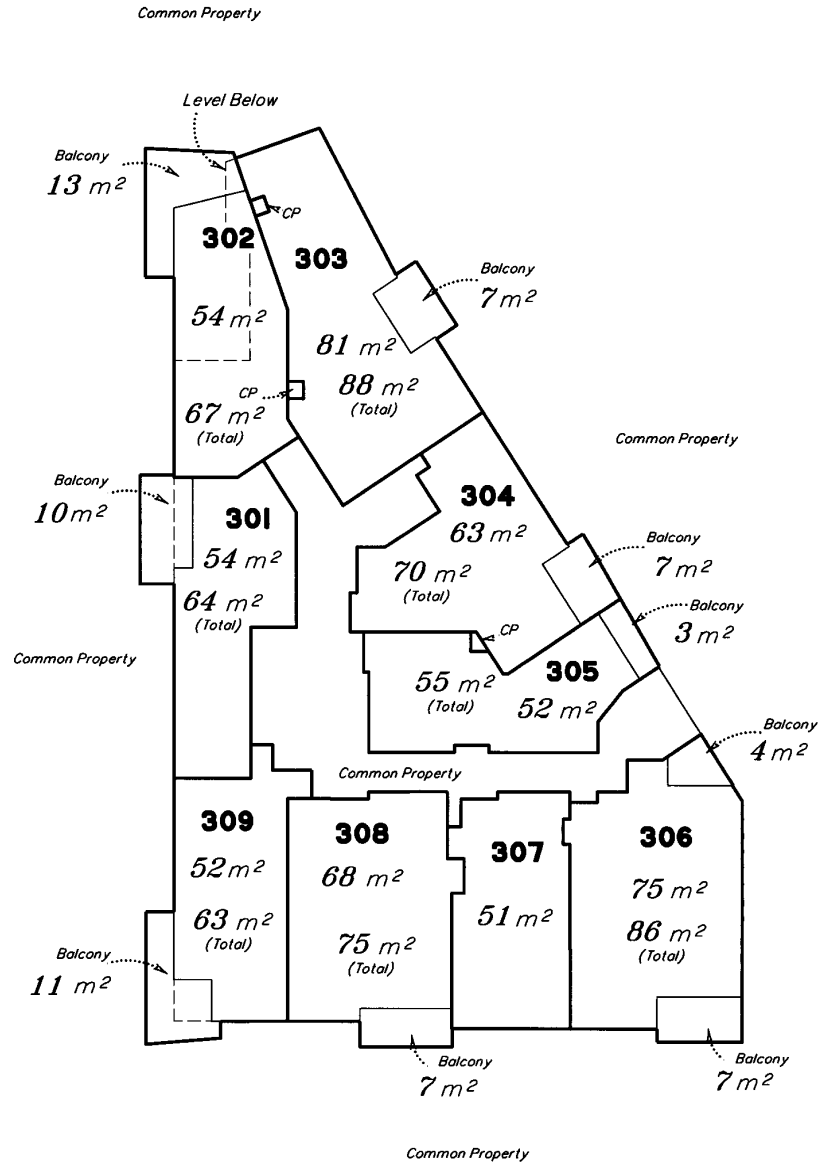
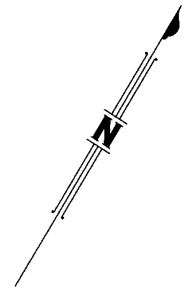


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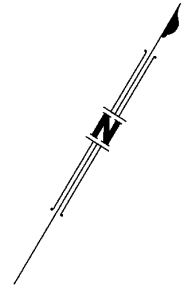


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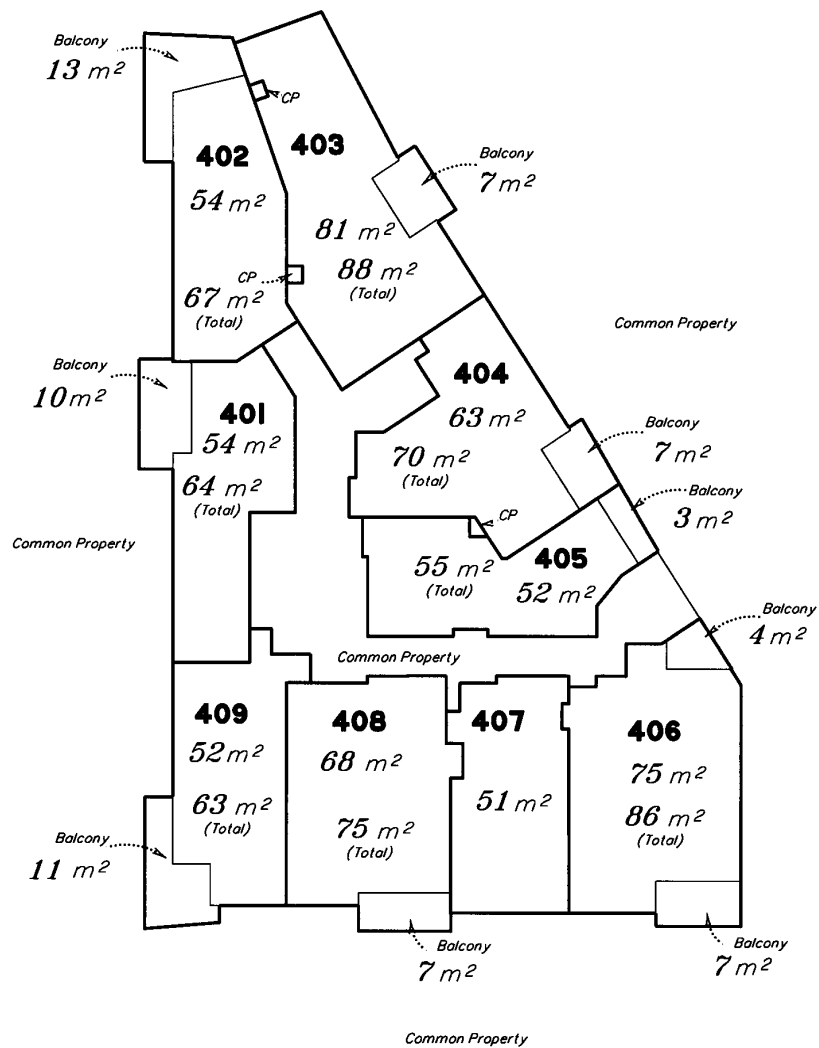


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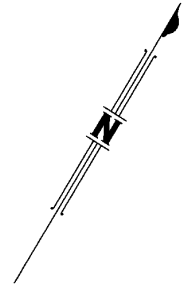


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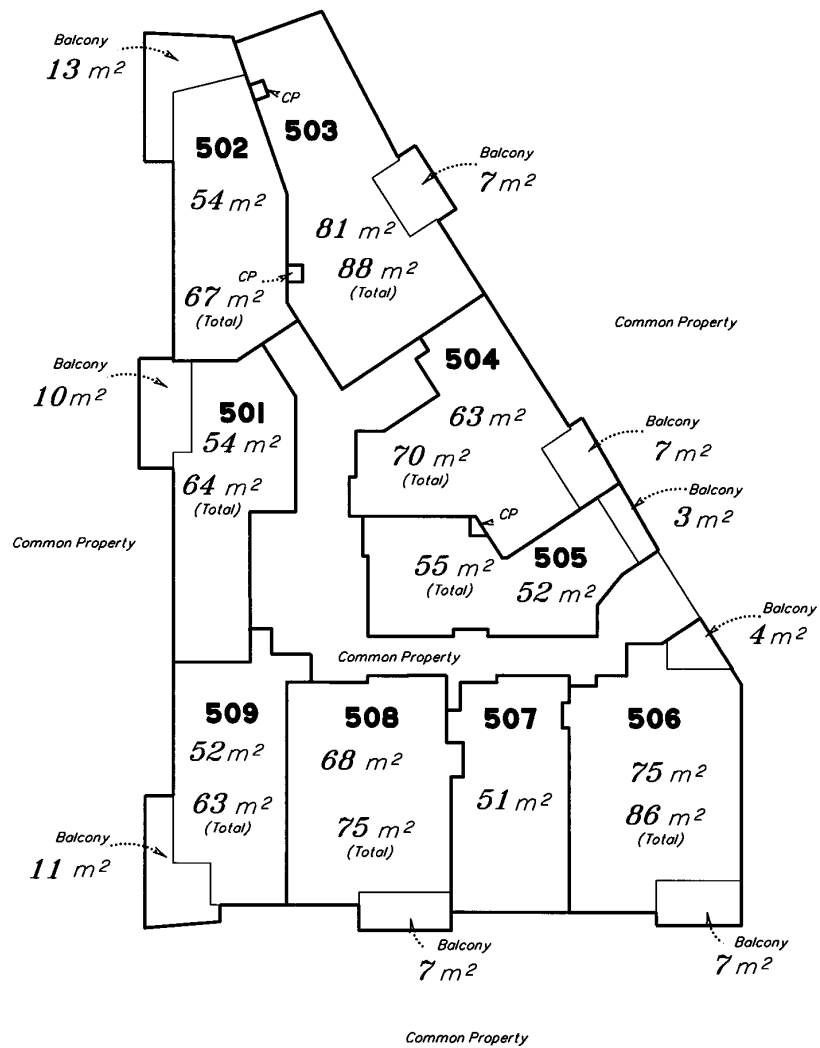


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Common Property

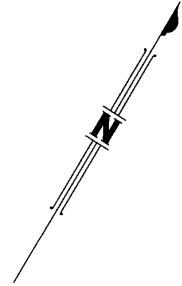


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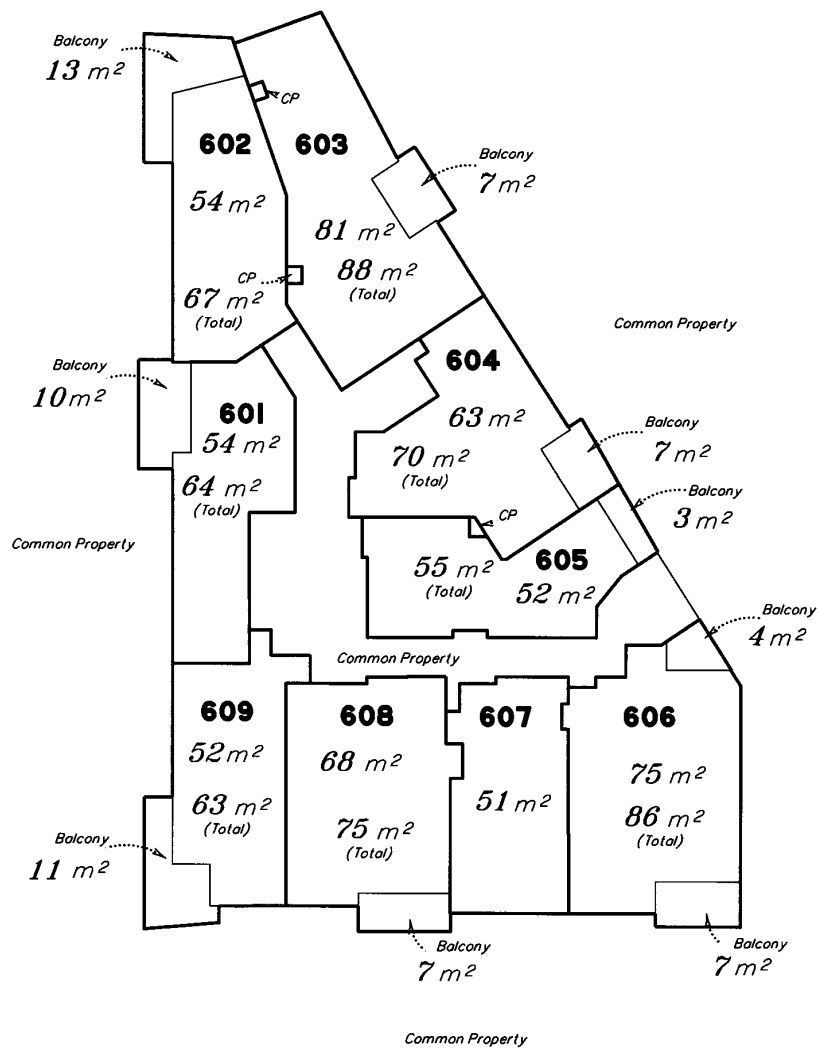
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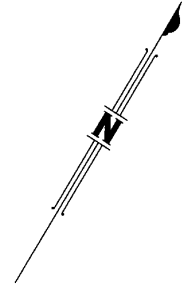


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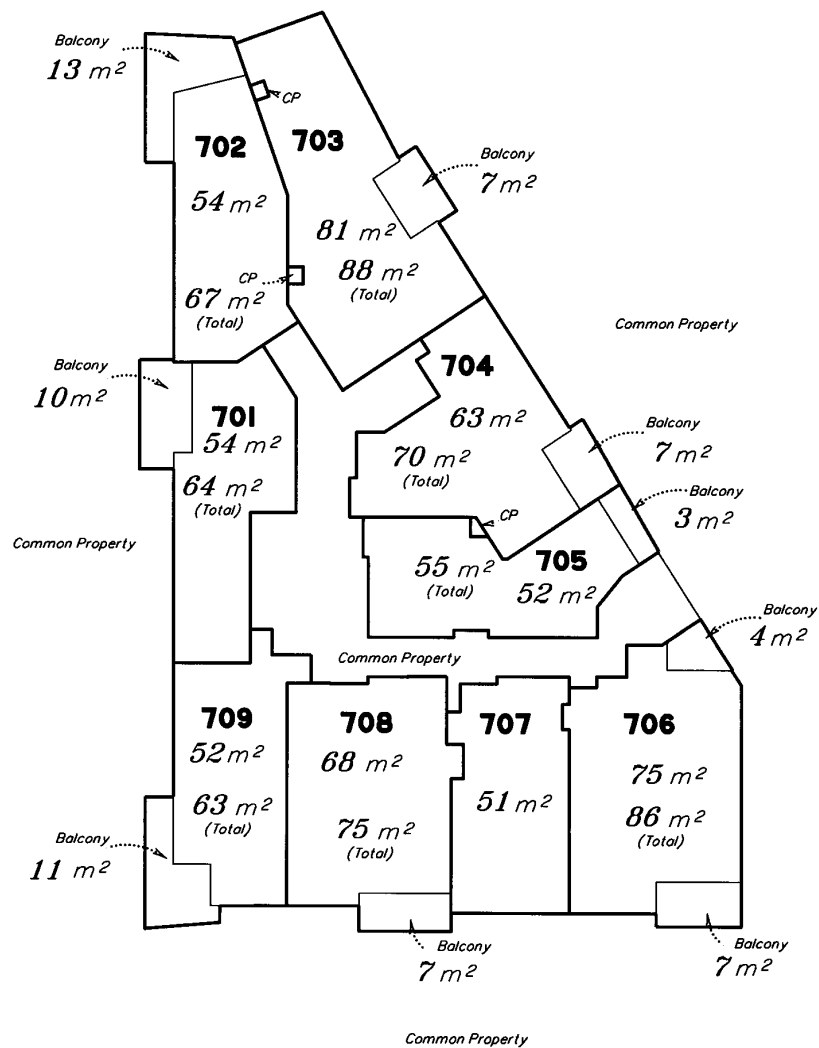


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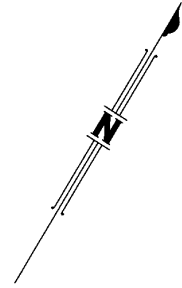


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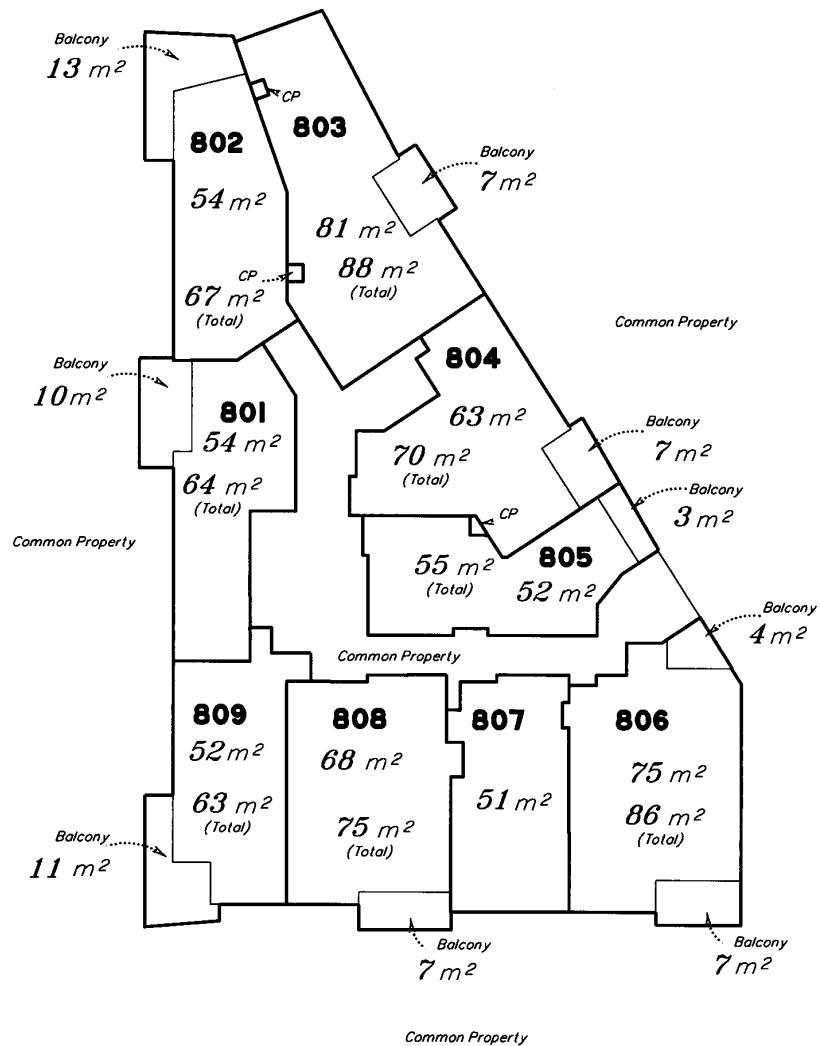


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Common Property

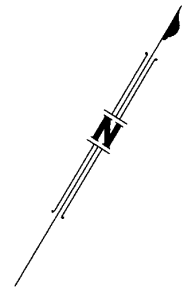


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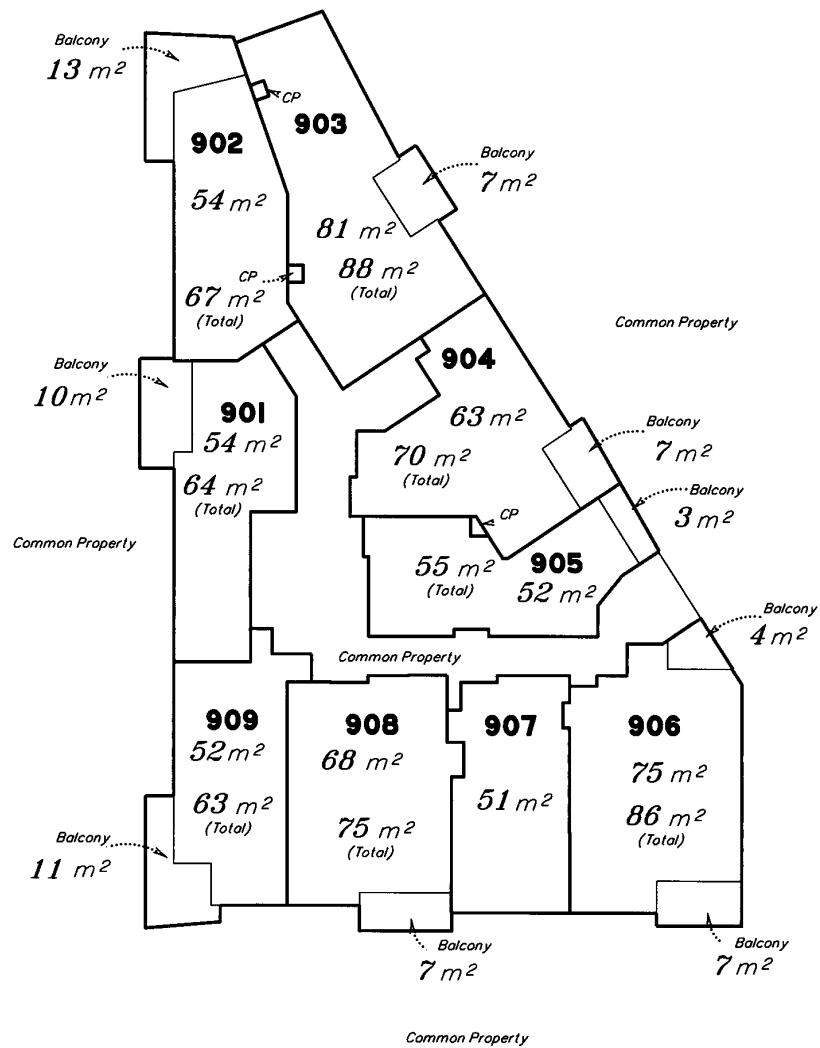


Insert Plan Number **SP227497**

LEVEL L
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Common Property

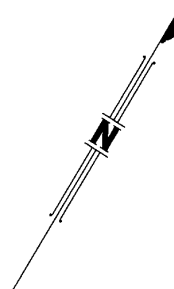


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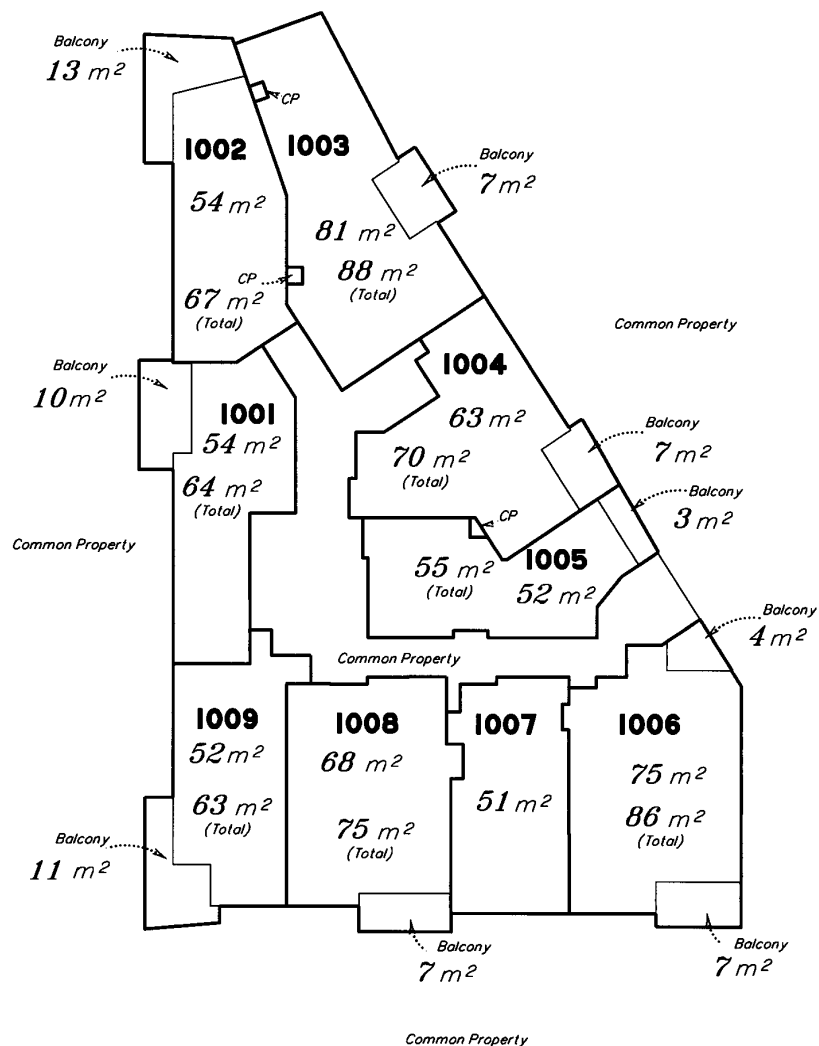
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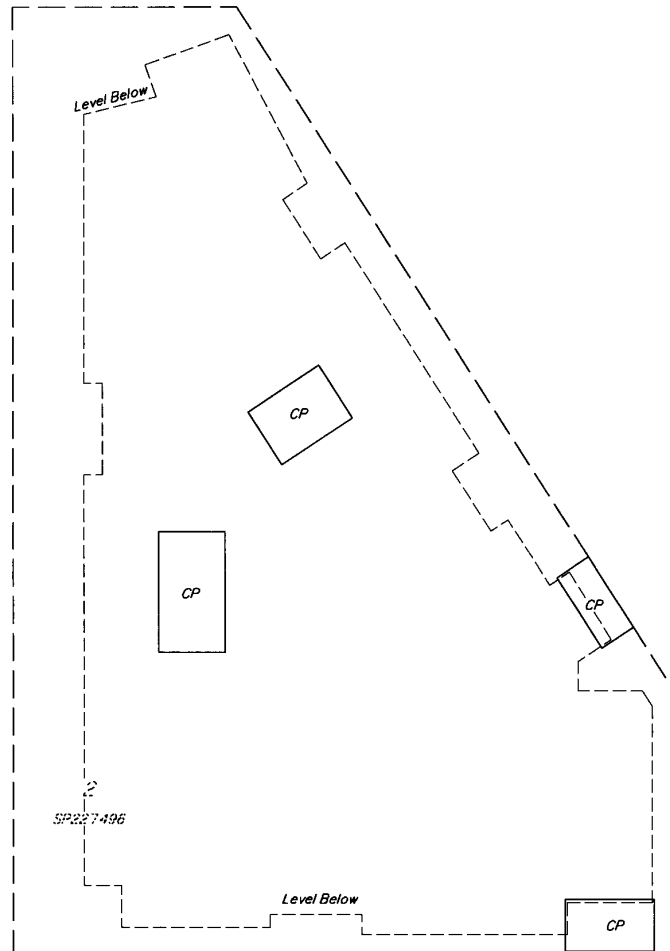
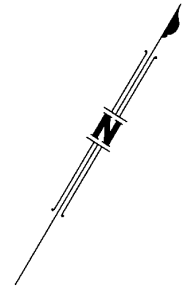


Common Property



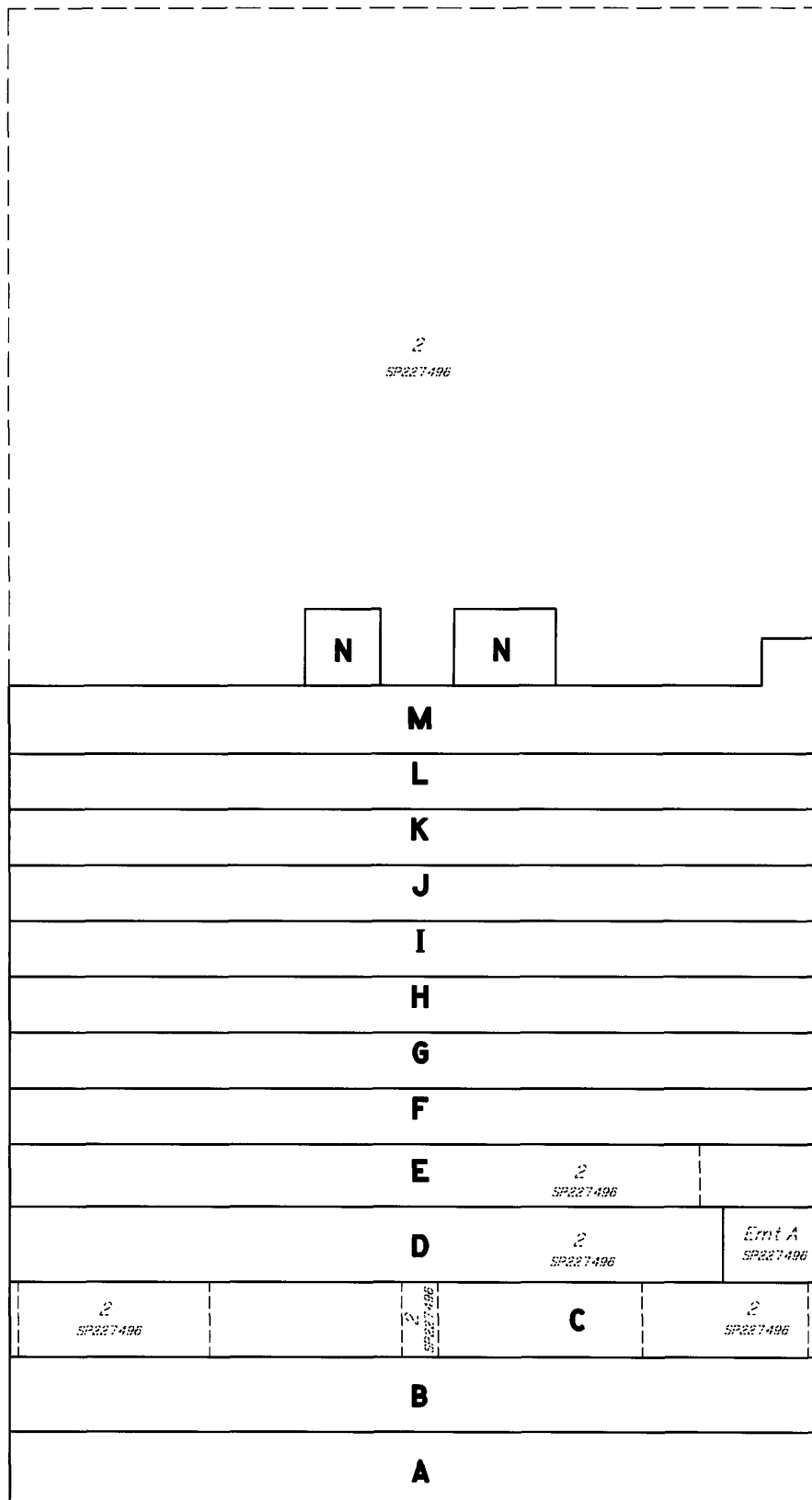
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LATERAL ASPECT DIAGRAM

Not to Scale



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Property Fact Pack

develo

u307/35 Peel Street
South Brisbane QLD 4101

YOUR DIGITAL COPY



Easements



Flood History



Character



Flood Risk



Coastal Flood Risk



Historic Imagery



Overland Flow Flood Risk



Flood Planning Risk



Vegetation

At a glance

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



Easements



CONSIDERATIONS
IDENTIFIED



Flood Risk



CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Bushfire Risk



NO
CONSIDERATIONS
IDENTIFIED



Noise



CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

14th of August, 2025

ADDRESS

u307/35 PEEL STREET

LOT/PLAN

307/SP227497

COUNCIL

Brisbane

ZONING

- Kurilpa Npp-004
- Principal Centre (City Centre)
- South Brisbane Riverside Neighbourhood Plan

UTILITIES

- Sewer
- Stormwater
- Water

SCHOOL CATCHMENTS

- West End SS
- Brisbane SHS

CLOSEST CITY

Brisbane - 0km

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

Flood Risk

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
-  Medium Likelihood (1.0% Annual Chance)
-  Low Likelihood (0.2% Annual Chance)
-  Very Low Likelihood (0.05% Annual Chance)

Overland Flow Flood Risk

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 localised 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.





PROPERTY DUE DILIGENCE REPORT | u307/35 PEEL STREET

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, [Spatial-data.brisbane.qld.gov.au](https://spatial-data.brisbane.qld.gov.au)

THINGS TO KNOW

Knowing about past major flood events 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 previous water levels (flood risk vs flood reality) 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 Event - Jan 2011
-  Flood Event - 1974

Flood Planning Risk

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 minimise 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 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?



Sources: Brisbane City Council, Department Of Environment, Science And Innovation

THINGS TO KNOW

Heritage and character places are generally 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, town planner 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
-  Local Heritage Place, Structure Or Landscaping
-  Property Adjoins A Heritage Place, Structure Or Landscaping
-  State Heritage Place, Structure Or Landscaping

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?



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

Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

Being located in a bushfire risk 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?

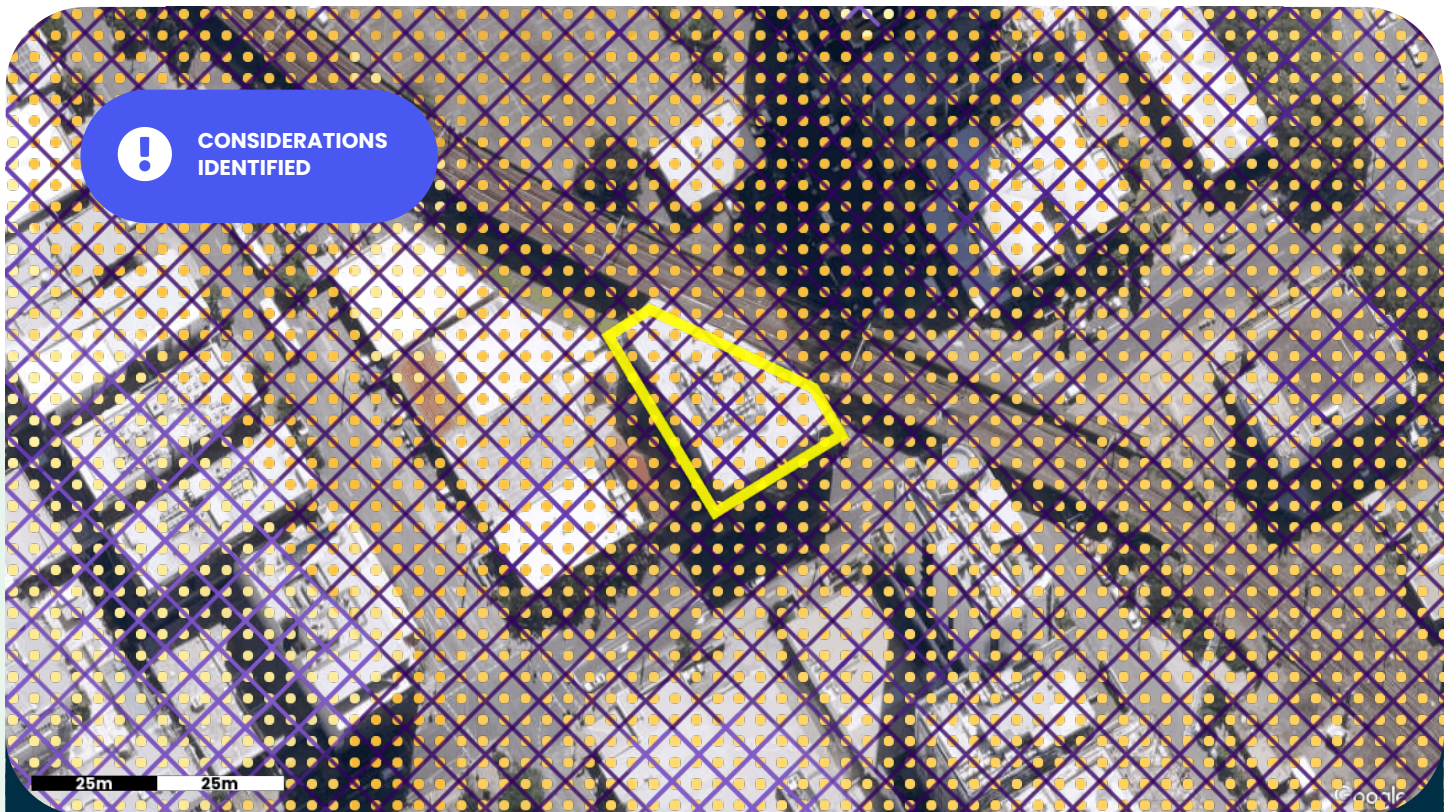
LEGEND

-  Selected Property
- Property Est. Fall: ~2m
-  Property High: ~8m
-  Property Low: ~6m



Noise

Is the property in a potential noise area?



Sources: Brisbane City Council, Department Of Transport And Main Roads

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
- Very High Noise (Rail)
- High Noise (Rail)
- Mod. To High Noise (Rail)
- Moderate Noise (Rail)
- Mod. To Low Noise (Rail)
- Very High Noise Area (Council)
- High Noise Area (Council)
- High To Mod. Noise Area (Council)
- Moderate Noise Area (Council)
- Mod. To Low 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

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

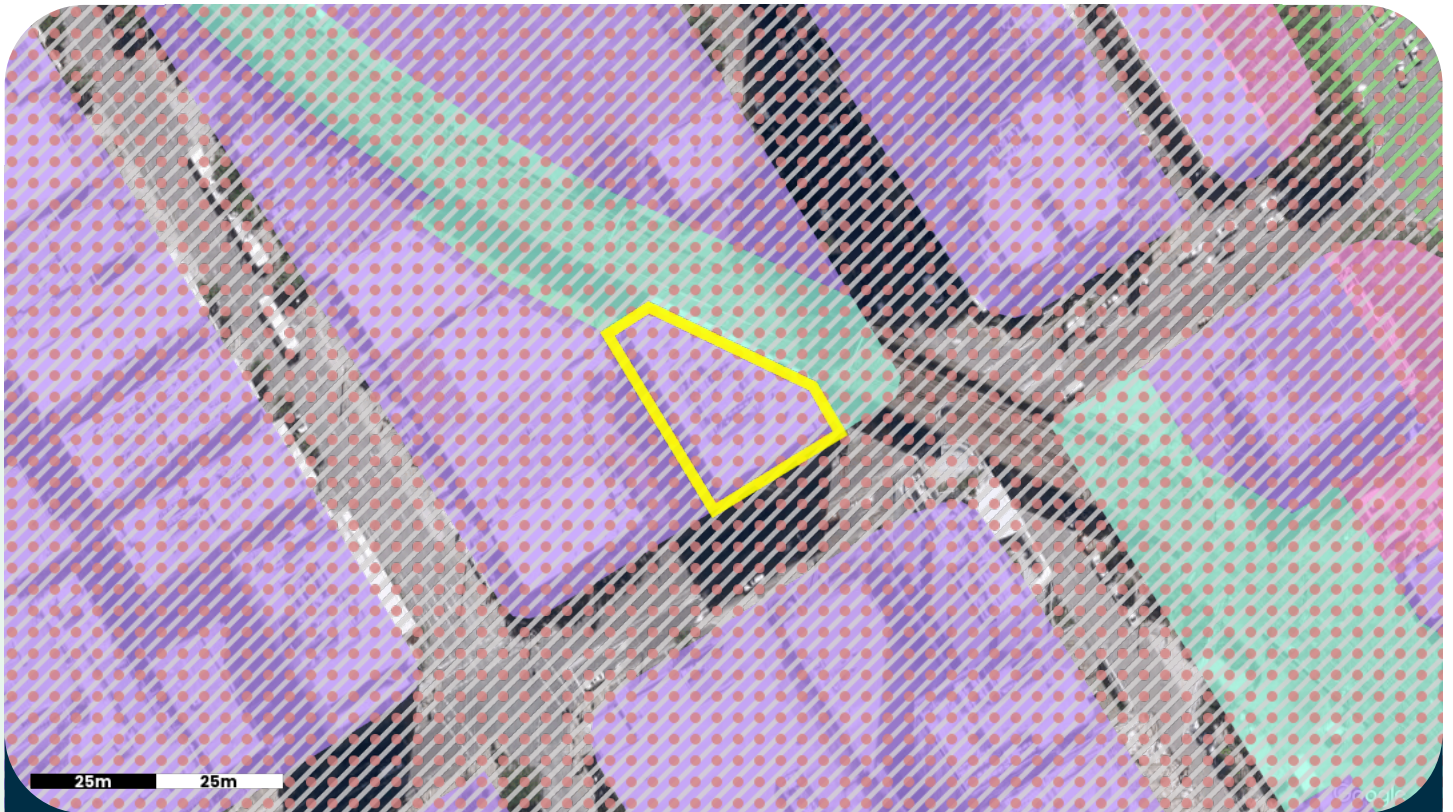
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Overhead Power Line (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

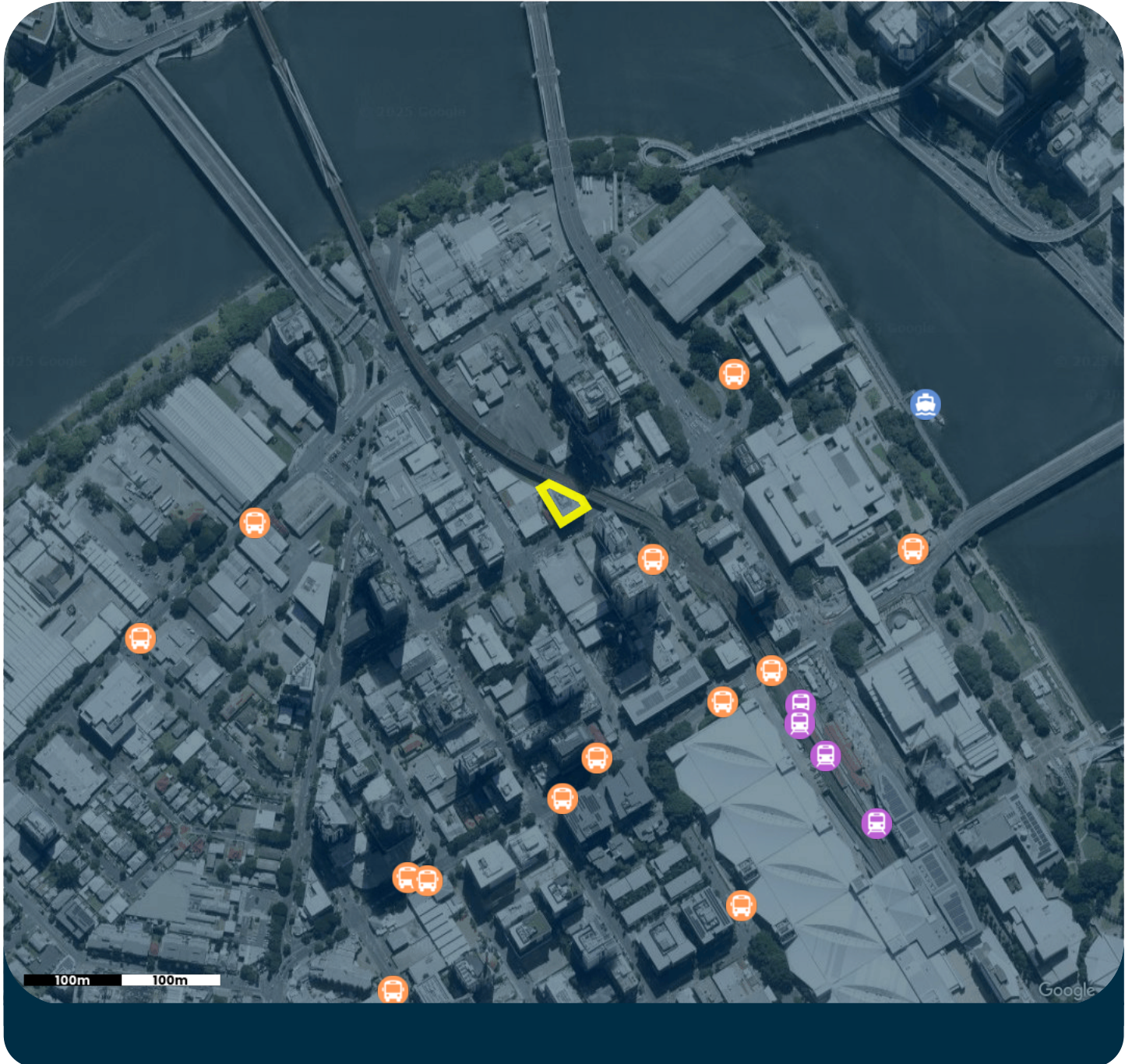
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND





-  Selected Property
-  Kurilpa Npp-004
-  Open Space (Local)
-  Principal Centre (City Centre)
-  South Brisbane Reach Npp-001
-  South Brisbane Riverside Neighbourhood Plan
-  Special Purpose (Transport Infrastructure)

Public Transport

Is there any public transport stops nearby?



LEGEND

-  Selected Property
-  Bus Stop
-  Ferry Terminal
-  Train Station

Boundary

View your property boundaries



LEGEND

 Selected Property

DISCLAIMER

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

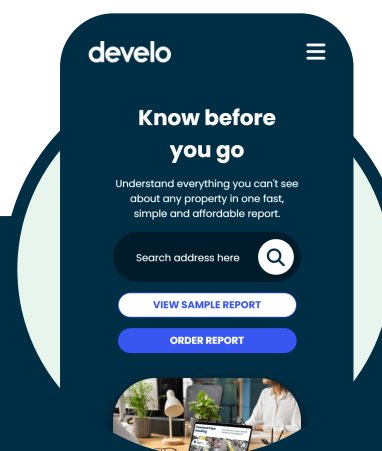
YOUR DIGITAL COPY



32a248

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develo.com.au

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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: 51038528 EMR Site Id: 14 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 307 Plan: SP227497
307/35 PEEL ST
SOUTH BRISBANE

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 **937441**

Date: 14/08/2025

Search Request reference: **170269268**

Applicant details

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

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 307 on Plan SP227497 at Unit 307 35 Peel St, South Brisbane Qld 4101 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.

QUUR99_A4B/E-1/S-1/I-1/

Property Location: THE CAPITOL APARTMENTS 307
35 PEEL STREET
SOUTH BRISBANE 4101

Customer reference number	10 1063 7904 0000 2
Bill number	1063 7904 51
Date issued	21/05/2025
Total due	\$222.70
Current charges due date	26/06/2025

Your water usage

Water usage (kL)	1
Days charged	86

Average daily water usage (litres)

Current period	12
Same period last year	10

Account Summary Period 07/01/2025 - 02/04/2025

Your Last Account

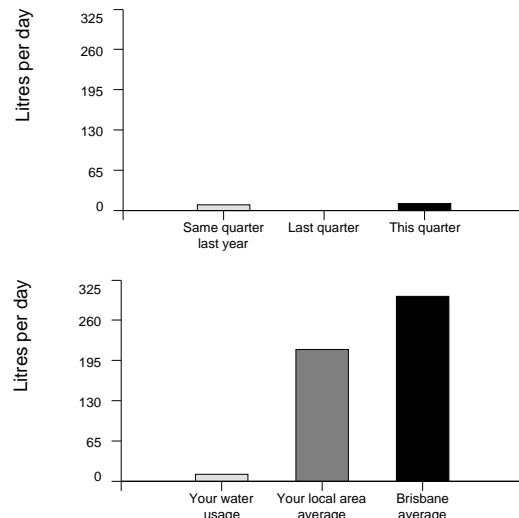
Amount Billed	\$246.27
Amount Paid	\$246.27CR

Your Current Account

Balance	\$0.00
Current Charges	\$222.70

Total Due **\$222.70**

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 07/01/2025 - 02/04/2025 (86 days)

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ABE41153	07/01/2025	193		
	03/04/2025	194	1kL	

Water Usage

State bulk water price

State Bulk Water Charge 2024/25	1kL @ \$3.444000/kL	\$3.44
---------------------------------	---------------------	--------

Urban Utilities distributor-retailer price

Tier 1 usage 2024/25	1kL @ \$0.915000/kL	\$0.91
----------------------	---------------------	--------

Subtotal \$4.35

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 \$4.35

Water services \$57.79

Sewerage services \$160.56

Your total charges 07/01/2025 - 02/04/2025 \$222.70

Customer ref. no. 10 1063 7904 0000 2

THE CAPITOL APARTMENTS 307
35 PEEL STREET
SOUTH BRISBANE 4101



Your usage was 1 kilolitre.

That's an average of 12 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 1063 7904 0000 2



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 101063790400002



Current charges due date

26/06/2025

For Credit Urban Utilities

Trans Code

831

User ID

066840

Customer Reference No.

101063790400002

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

\$ 222.70

+757+



Payment receipt

Payment receipt number is **ON0000147695564**
Date and time of request: **25 May 2025 04:44pm AEST**

Amount	\$222.70
From	Offset Capitol Abdul Ahjaz Azam & Roshmeen Jaitun Azam 182-182 024866907
To	Urban Utilities 112144 101063790400002
When	Paying Thursday, 26 Jun 2025, just once Arriving Thursday, 26 Jun 2025 (AEST)
Description	BPAY Payment
Payment type	BPAY



Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account Tax Invoice

Property Location 307/35 PEEL ST
SOUTH BRISBANE
Issue Date 3 Apr 2025

Bill number
5000 1048 0020 414

Bill number including donation
5800 1048 0020 414

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Apr 2025 - 30 Jun 2025



P091BCCRA727_A4MA01/E-2923/S-5849/I-11697

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 1968.



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

\$508.65

Due Date

6 May 2025

Summary of Charges

Opening Balance	0.03 CR
Brisbane City Council Rates & Charges	445.86
Brisbane City Council Miscellaneous Charges	1.98
State Government Charges	60.85

Total GST on this TAX INVOICE \$0.18

Gross Amount	508.66
Discount and/or Rounding (where applicable)	0.01 CR
Nett Amount Payable	508.65
Optional Lord Mayor's Charitable Trust donation received by the Due Date	523.65

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 580010480020414



Biller Code: 319186
Ref: 5800 0000 5056 449
Amt: \$523.65 by 6 May 2025

Excluding Lord Mayor's Charitable Trust \$15 donation

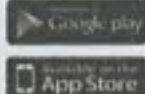


*439 500010480020414



Biller Code: 78550
Ref: 5000 0000 5056 449
Amt: \$508.65 by 6 May 2025

Pay using your smartphone



MR ABDUL A AZAM & MRS
ROSHMEEN J AZAM

Due Date

6 May 2025

50

Gross Amount

\$508.66

Nett Amount

\$508.65

<0000050865>

<004440>

<500010480020414>

>

Have you changed your address?

It is important if you have changed your postal address to please advise Council by:

Phone: (07) 3403 8888 24 hours 7 days

or go to: www.brisbane.qld.gov.au

or write to: Brisbane City Council

GPO Box 1434

BRISBANE QLD 4001

Rating and rebate information

Rating information - General rates are calculated based on land valuation and rating category. Please refer to your rating category statement or www.brisbane.qld.gov.au/rates for more information.

Rebate - Council offers a range of rates rebates, including pensioner and owner occupier. See www.brisbane.qld.gov.au/rates for more information or call Council's Contact Centre on (07) 3403 8888.

Interest - Compounding interest of 12.35% per annum will accrue daily on any amount owing immediately after the due date.

Payment options

Online

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

Direct Debit

Pay an agreed amount by Direct Debit transfer from your cheque or savings account. To apply please go to www.brisbane.qld.gov.au search Direct Debit and complete the online form.

By Mobile

Download the Snip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. (Snip 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

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	307/35 PEEL ST SOUTH BRISBANE		
Real Property Description	L.307 SP.227497 PAR STH BRISBANE 98/9997		
Valuation effective from	1 Jul 2022		\$28,429
	1 Jul 2023		\$31,369
	1 Jul 2024		\$31,369
Average Rateable Valuation (A R V)			\$30,389

Account Details

Account Number 5000 0000 5056 449

Opening Balance			
Closing Balance Of Last Bill		509.73	
Payment Received - 05-Feb-2025		509.73	CR
Discount/Rounding Allowed		0.03	CR
Interest Charged On - State Government Charges		0.01	
Projected Interest		0.01	CR
Total		0.03	CR

Period: 1 Apr 2025 - 30 Jun 2025

Brisbane City Council Rates & Charges

General Rates - Category 14 (Annually 0.3349 Cents In The A R V \$) @ Parity Factor (P/F) 1.212576			
		304.10	
Waste Utility Charge - 1 Charge(S) @ \$115.86 Qtr			
		115.86	
Bushland Preservation Levy Category 14 (Annual 0.0106 Cents In The A R V \$) @ P/F 1.212576			
		10.67	
Environmental Mgt Compliance Levy Category 14 (Annual 0.0134 Cents In The A R V \$) @ P/F 1.212576			
		15.23	
Total		445.86	

Brisbane City Council Miscellaneous Charges

Rate Notice Paper Fee		1.98	*
Total		1.98	

State Government Charges

Emergency Management Levy - Group 2		60.85	
Total		60.85	

* Denotes items subject to GST.

Other Information

Due to increasing postage costs, Council has introduced a charge of \$1.98 for all printed and posted rate notices. Make the switch to paperless billing and save by searching 'email rates' via brisbane.qld.gov.au. Brisbane City Council continues to offer the most generous pensioner rates rebates of any council in Queensland, with up to \$1,248 in annual rebates to help offset rates and charges for eligible pensioners.

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.

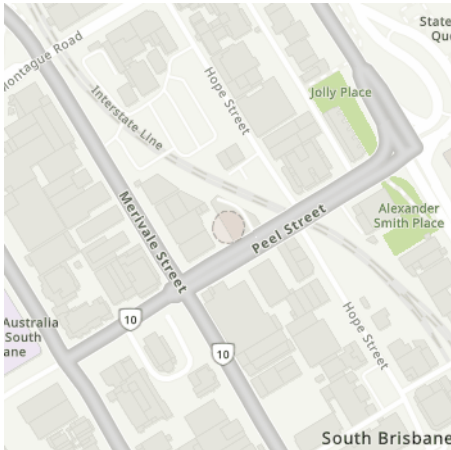
The Queensland Government waste levy for general waste is now \$115 per tonne. Council has received a payment of \$41,136,436 for the 2024-25 financial year from the Queensland Government to mitigate impacts from the Waste Levy on households. This payment is only around 85% of the amount required to 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 85% rebate received by Council.



Payment receipt

Payment receipt number is **ON0000143221177**
Date and time of request: **22 Apr 2025 10:03am AEST**

Amount	\$508.65
From	Offset Capitol Abdul Ahjaz Azam & Roshmeen Jaitun Azam 182-182 024866907
To	Bcc Rates & Donation 319186 580000005056449
When	Paying Tuesday, 06 May 2025, just once Arriving Tuesday, 06 May 2025 (AEST)
Description	BPAY Payment
Payment type	BPAY

[Review responses online](#) ↗


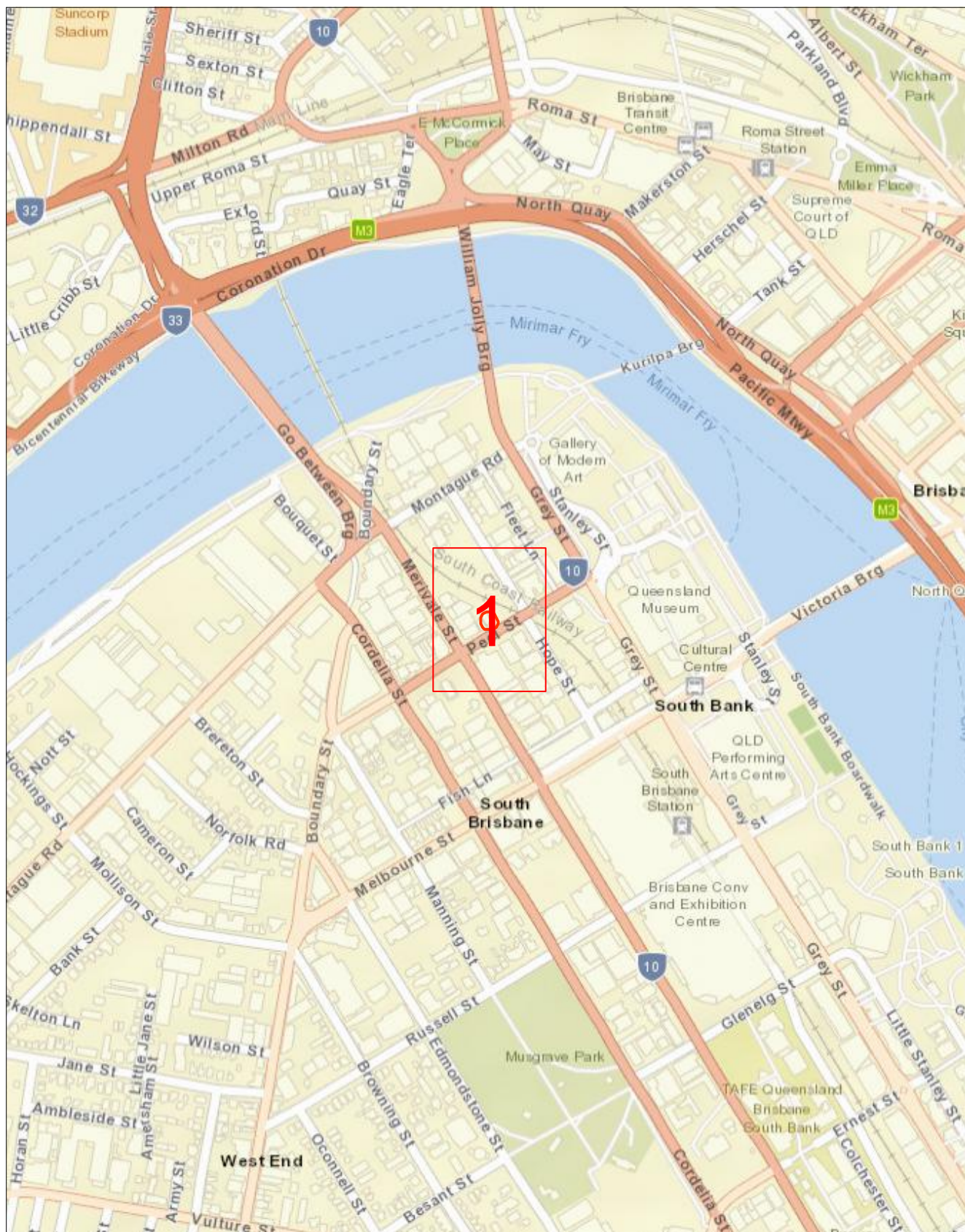
Received 11 of 11 responses

All responses receivedUnit 307 35 Peel Street, South Brisbane
QLD 4101Job dates
14/08/2025 → 14/08/2025These plans expire on
11 Sep 2025Lodged by
Mark Austria

Authority	Status	Page
✉ BYDA Confirmation		2
🏢 APA Group Gas Networks (90073)	Received	4
🏢 Brisbane City Council	Received	56
🏢 Energex QLD	Received	59
🏢 National Fire Ant Eradication Program	Received	97
🏢 NBN Co Qld	Received	100
🏢 Nextgen NCC - QLD	Received	111
🏢 Optus and or Ucomm Qld	Received	119
🏢 Queensland Urban Utilities	Received	152
🏢 Reef Networks	Received	157
🏢 Telstra QLD South East	Received	161
🏢 TPG Telecom (QLD)	Received	170

Site Unit 307 35 Peel Street
Address: South Brisbane
QLD 4101

Sequence 259553309
Number:



Scale 1: 6000

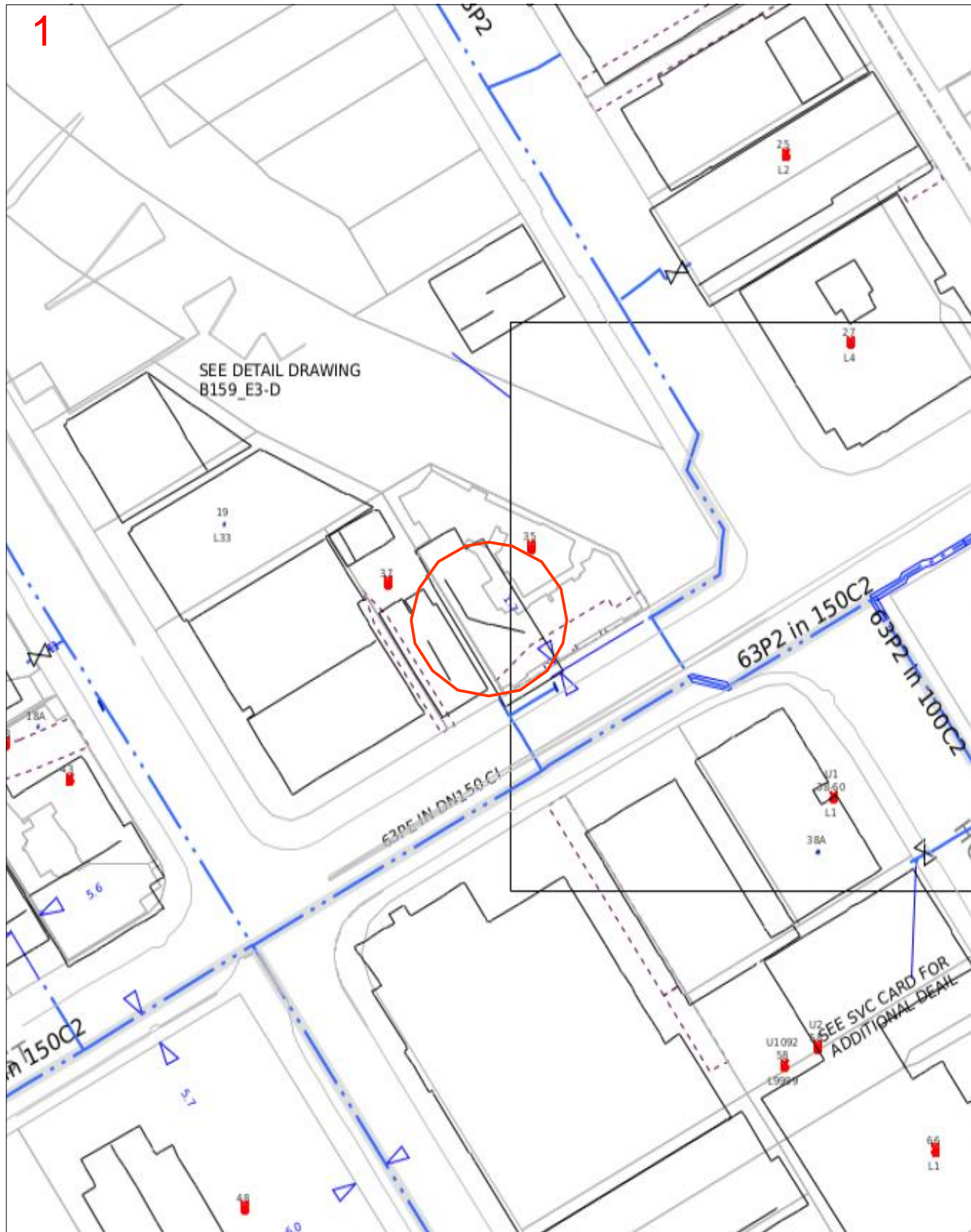
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



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

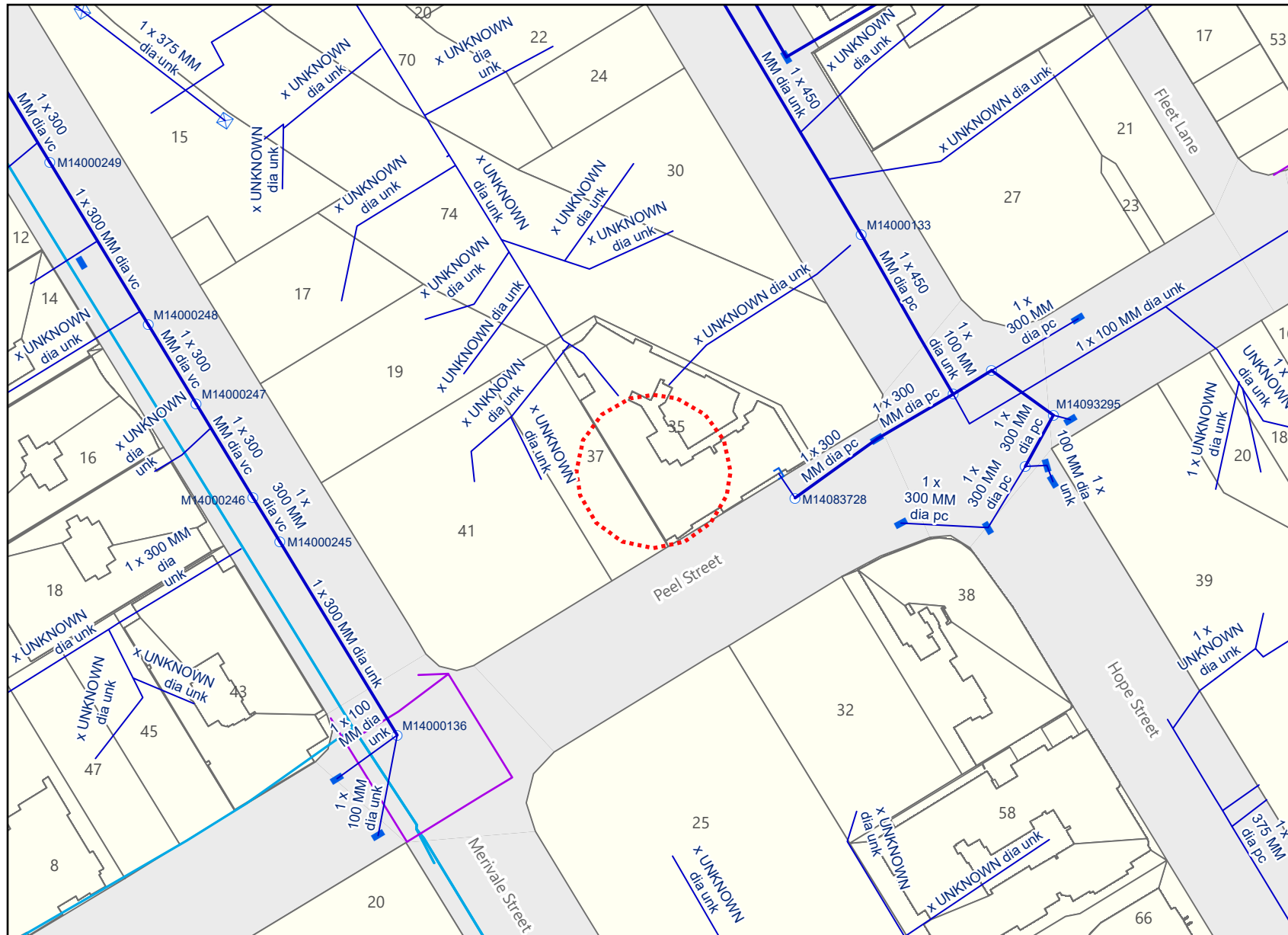


Legend

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 40P6 in 80C2 40 mm high pressure medium density poly in an 80 mm cast iron casing 63S8 63 mm medium pressure steel	Pipe code Pipe diameter in millimetres is shown before pipe code. 40P6 = 40 mm nominal diameter	This map was created in colour and should be printed in colour



Job # 50916840
Seq # 259553304
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
- End Cap

BCC Cable Network

- Traffic Signal Ducting
- 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
14/08/25 (valid for 30 days)



Plans generated by
SmarterWX™ Automate

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 259553305
Date: 14/08/2025

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.

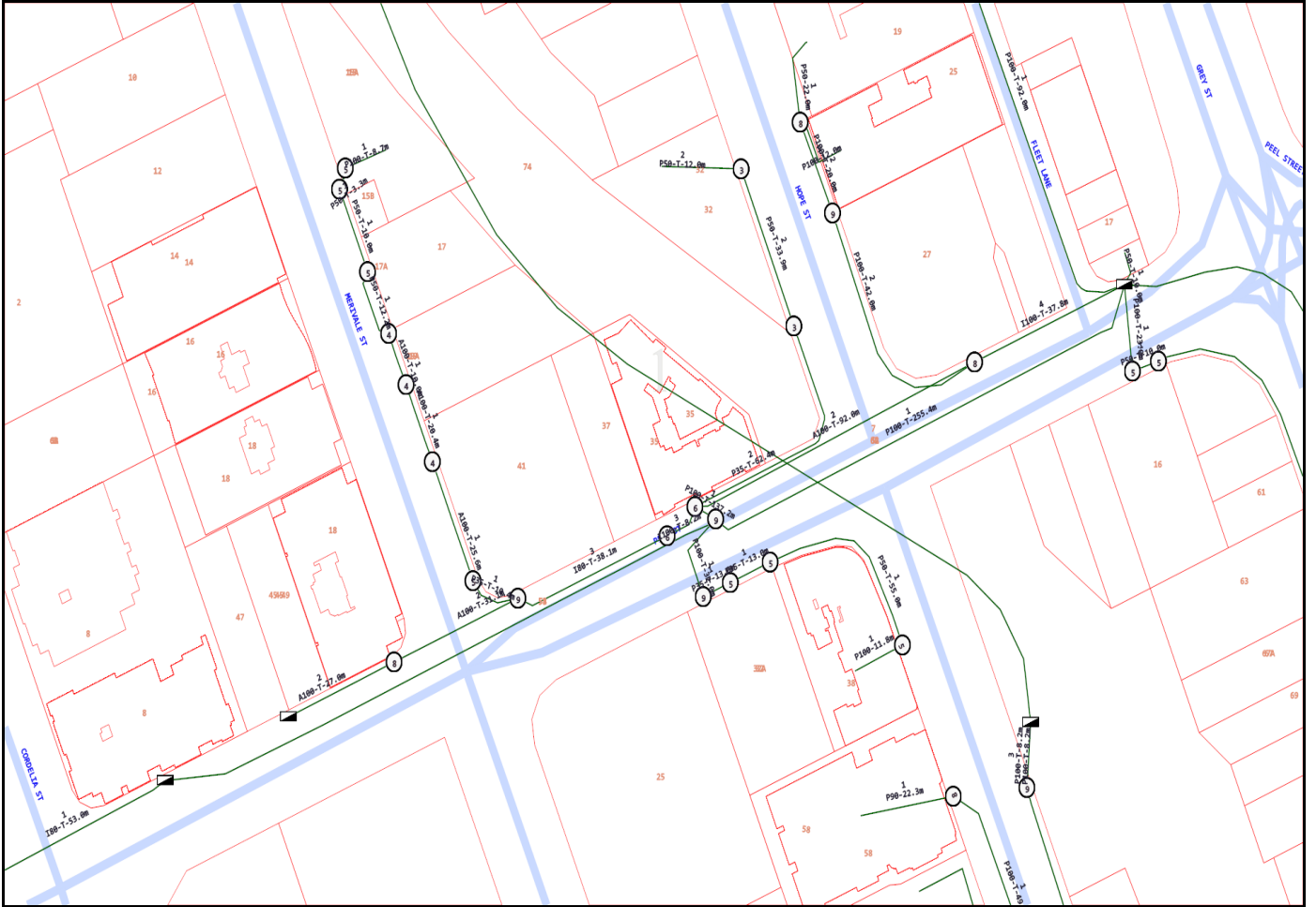
This output provides details of the ENERGEX electrical network. As variations may exist no responsibility is incurred by ENERGEX for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.



LEGEND

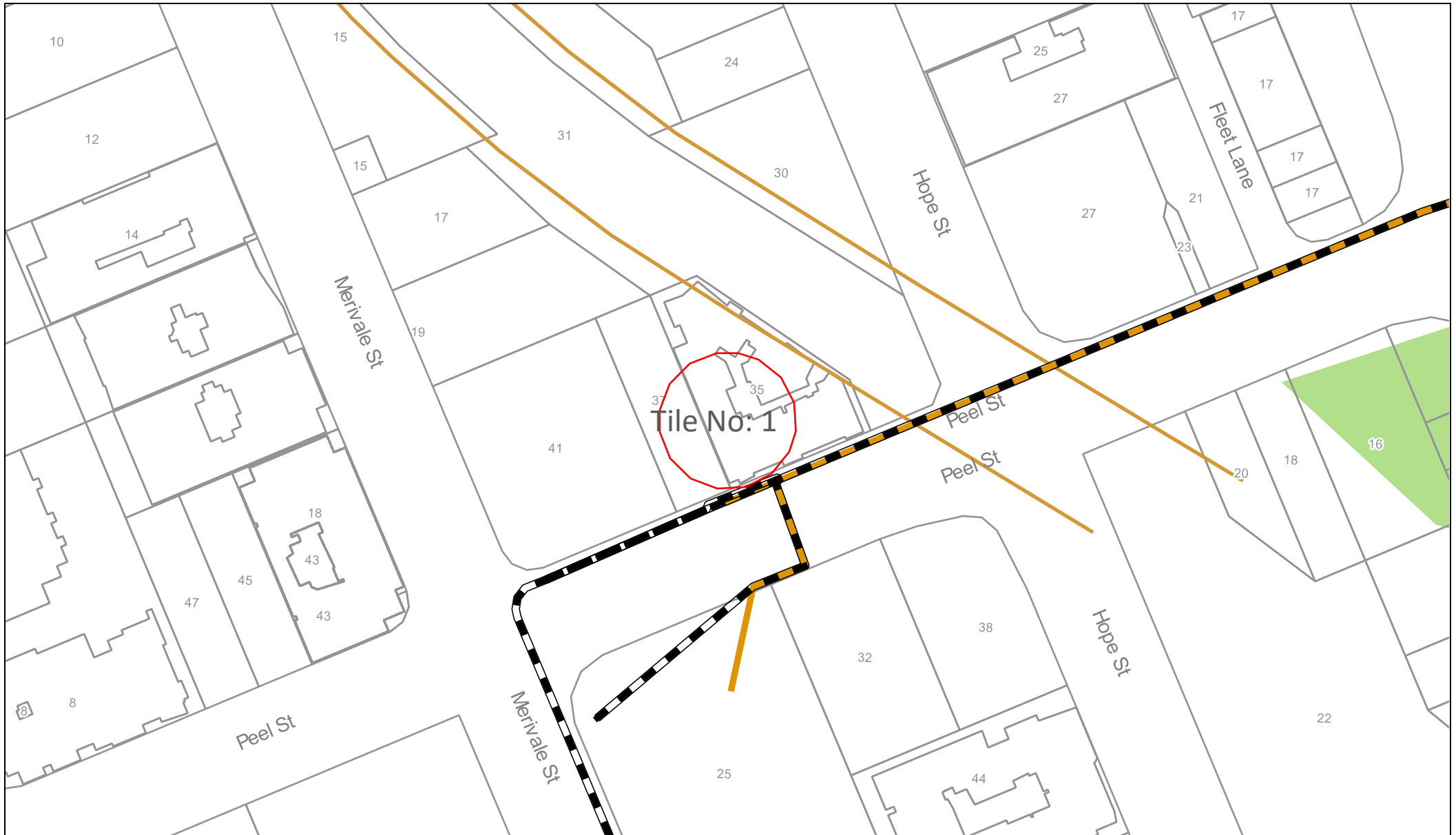


	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) 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.



Sequence Number: 259553302

Date: 14/08/2025

DISCLAIMER: THIS DRAWING SHOULD NOT BE SCALED TO LOCATE CABLES. NO WARRANTY IS GIVEN THAT THE INFORMATION IS ACCURATE OR COMPLETE. IF YOU REQUIRE INFORMATION REGARDING LOCATING THE CABLE PLEASE CALL NEXTGEN. THIS DOCUMENT HAS BEEN PREPARED SOLELY FOR DIAL BEFORE YOU DIG USE. THIS PLAN CONTAINS COMMERCIAL SENSITIVE INFORMATION AND IS TO BE TREATED ACCORDINGLY. NO SUCH INFORMATION IS TO BE PASSED ONTO OTHER PARTIES WITHOUT WRITTEN CONSENT FROM NEXTGEN PTY LTD.



LEGEND

Digsite



Area



Assets

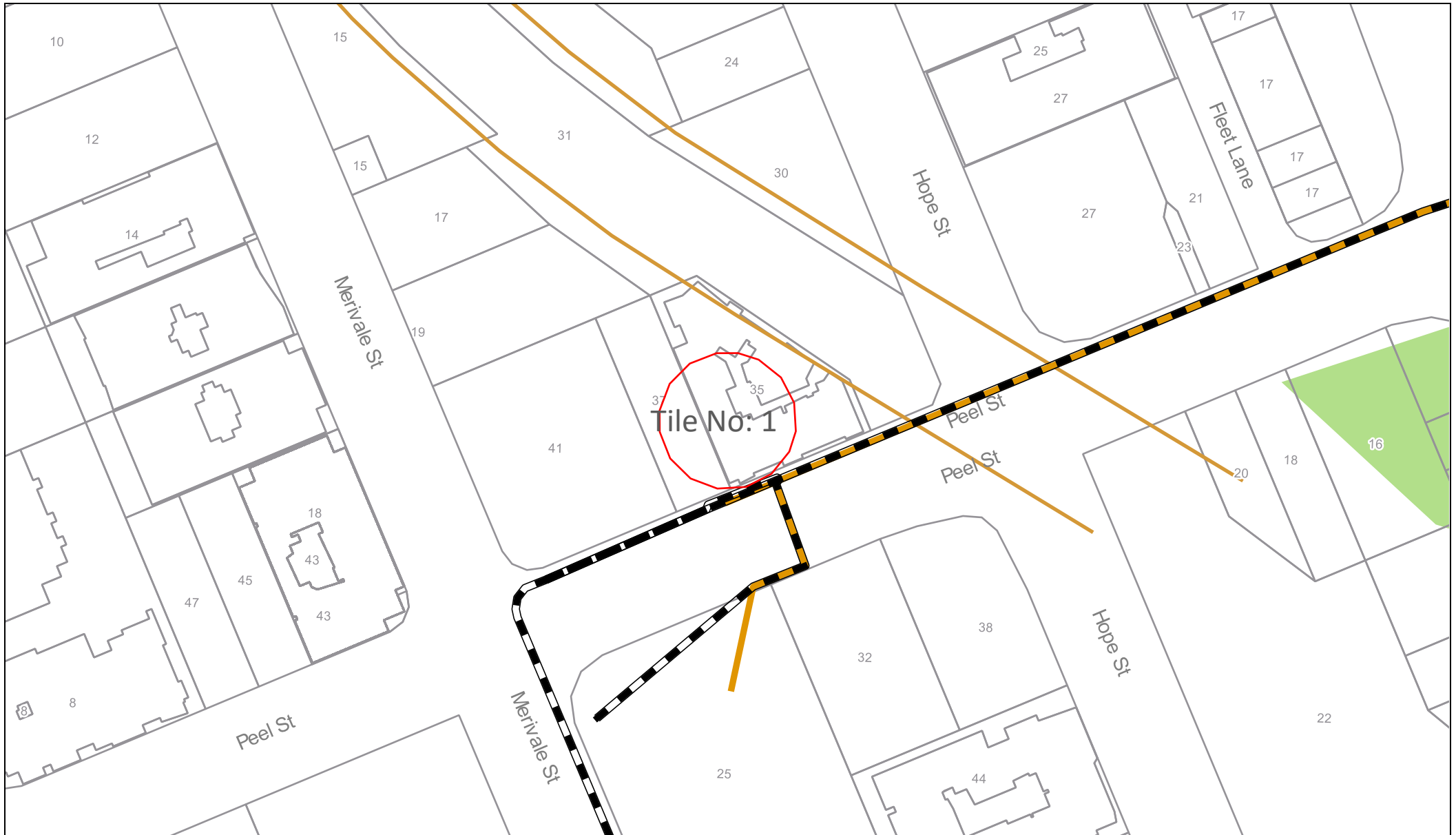
Cable



3rd Party Duct



Marker Post



Sequence Number: 259553302

Date: 14/08/2025

DISCLAIMER: THIS DRAWING SHOULD NOT BE SCALED TO LOCATE CABLES. NO WARRANTY IS GIVEN THAT THE INFORMATION IS ACCURATE OR COMPLETE. IF YOU REQUIRE INFORMATION REGARDING LOCATING THE CABLE PLEASE CALL NEXTGEN. THIS DOCUMENT HAS BEEN PREPARED SOLELY FOR DIAL BEFORE YOU DIG USE. THIS PLAN CONTAINS COMMERCIAL SENSITIVE INFORMATION AND IS TO BE TREATED ACCORDINGLY. NO SUCH INFORMATION IS TO BE PASSED ONTO OTHER PARTIES WITHOUT WRITTEN CONSENT FROM NEXTGEN PTY LTD.



LEGEND

Digsite



Area



Assets

Cable



3rd Party Duct



Marker Post



WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 259553301

Date Generated: 14 Aug 2025



For all Optus DBYD plan enquiries –
 Email: Fibre.Locations@optus.net.au
 For urgent onsite assistance contact 1800 505 777
 Optus Limited ACN 052 833 208





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Sequence Number: 259553301

Date Generated: 14 Aug 2025



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Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208





Tile No: 1

Uecomm Underground Cable

Scale: 1:2500

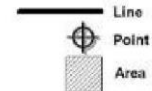
Printed on: 14 Aug 2025

Sequence Number: 259553301

Location: Unit 307 35 Peel Street, South Brisbane, QLD 4101



Job Location

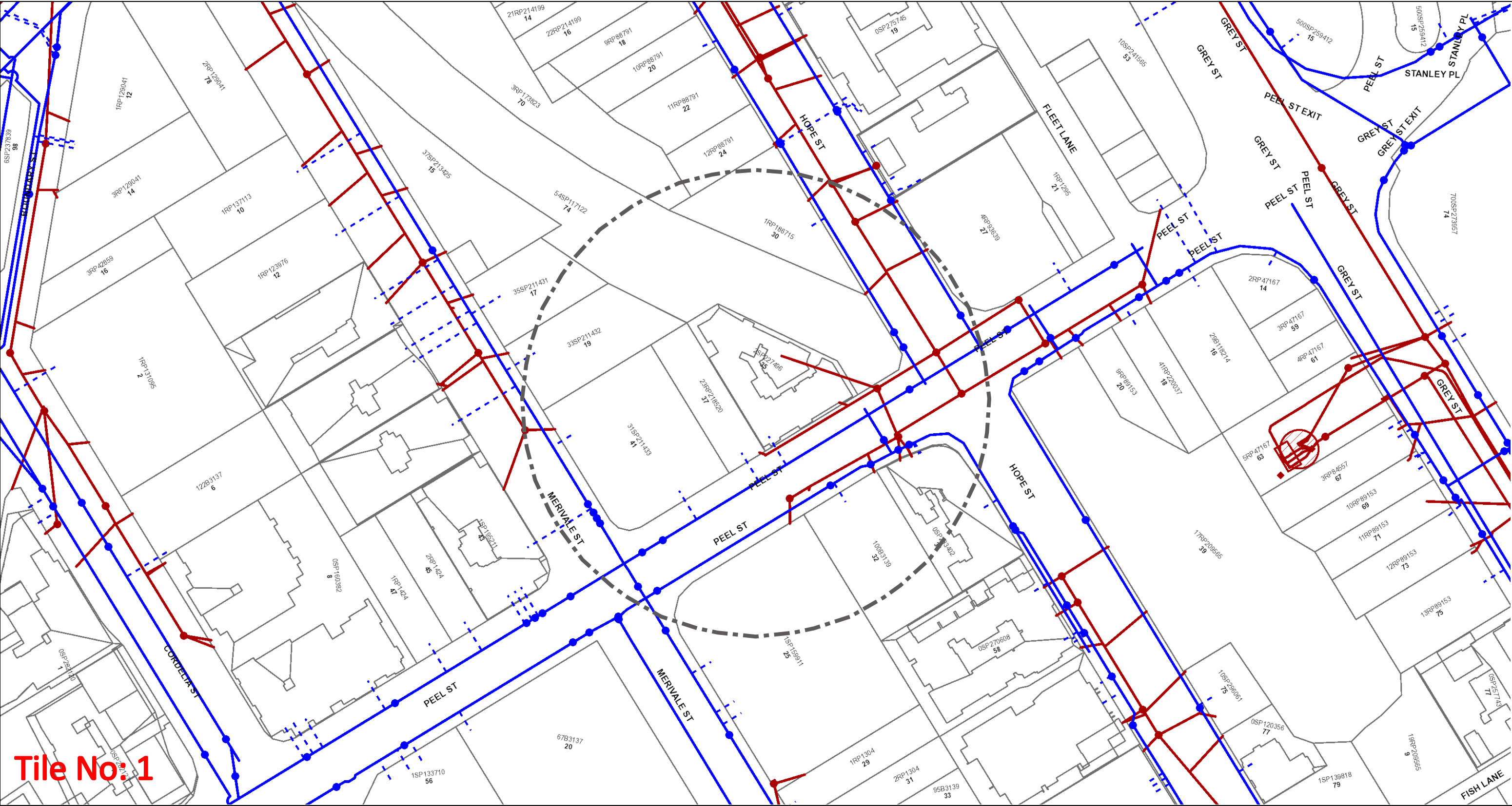



Underground Asset




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Urban Utilities - Water, Recycled Water and Sewer Infrastructure





N



Map Scale
1:1000

Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure

BYDA Reference No: 259553307

Date BYDA Ref Received: 14/08/2025

Date BYDA Job to Commence: 14/08/2025

Date BYDA Map Produced: 13/08/2025

This Map is valid for 30 days Produced By: Urban Utilities

Sewer	Water	Recycled Water
● Infrastructure	● Infrastructure	● Infrastructure
◆ Major Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure
— Network Pipelines	— Network Pipelines	— Network Pipelines
▨ Network Structures	▨ Network Structures	▨ Network Structures
	--- Water Service (Indicative only)	

While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities 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.

The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.

Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.

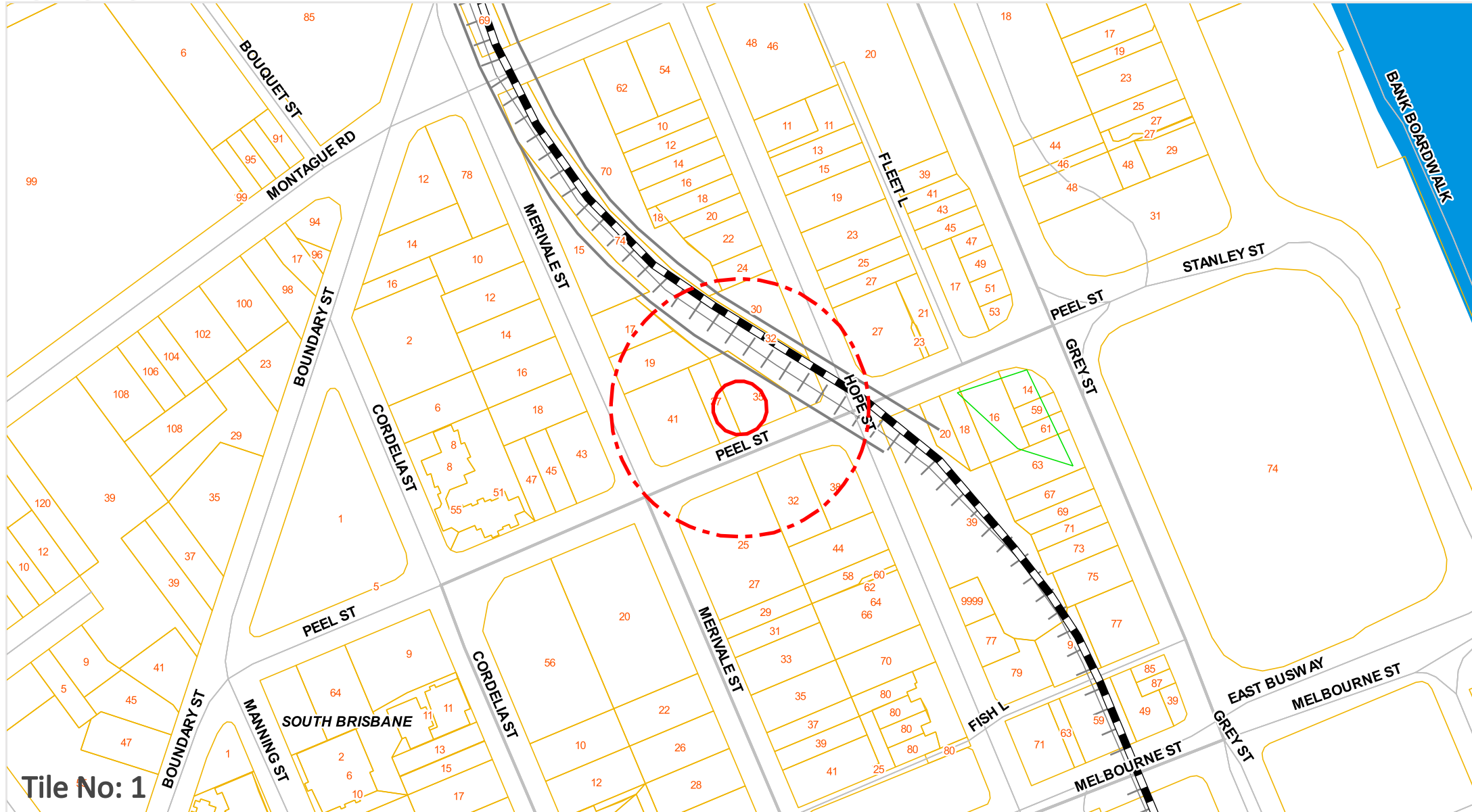
This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]

For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7).

www.urbanutilities.com.au

ABN 86 673 835 011

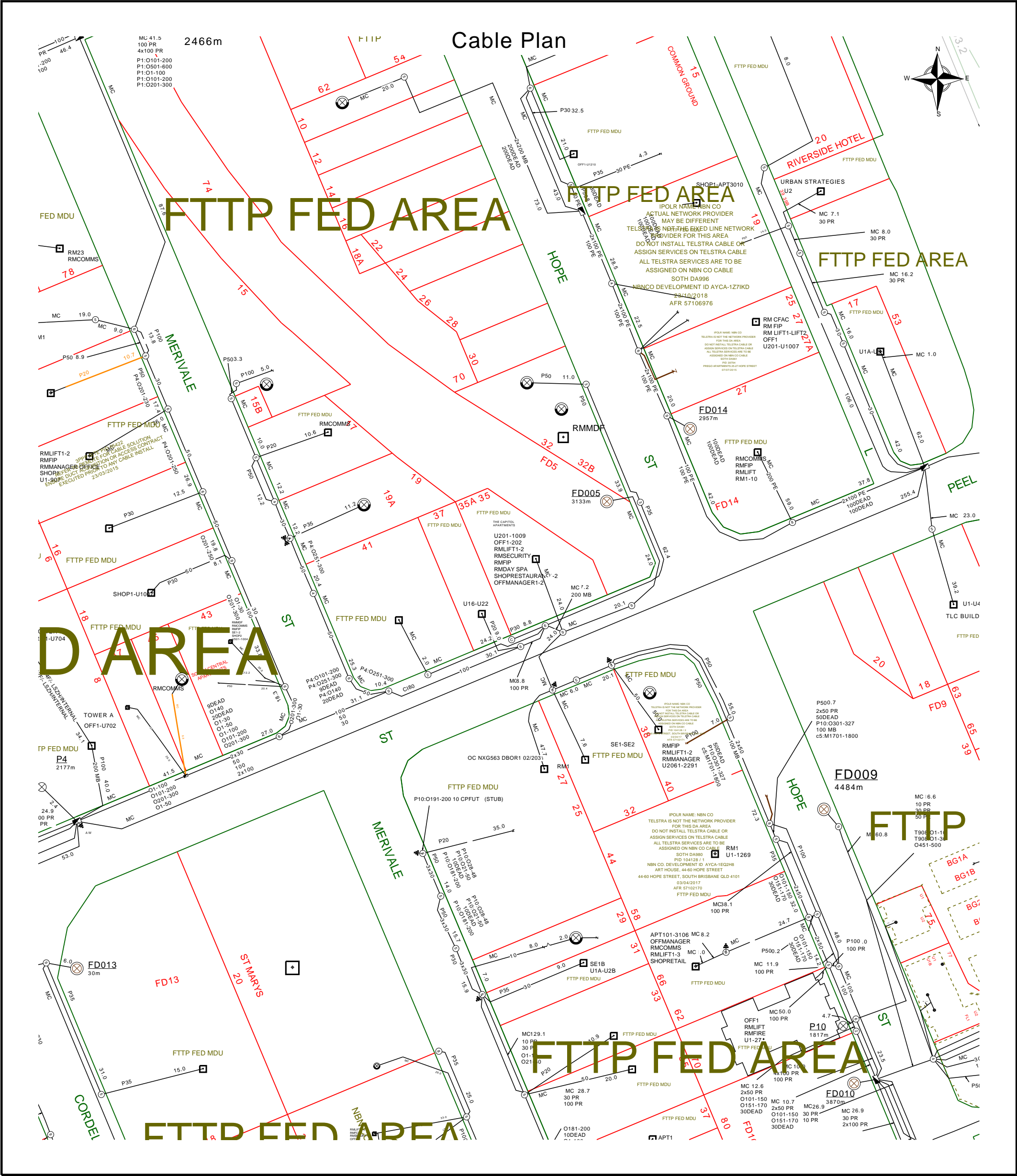



Legend | Scale: 1:2500



Cable

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Visionstream or 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.



	<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: 259553306</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>
<p>TELSTRA LIMITED A.C.N. 086 174 781</p> <p>Generated On 14/08/2025 13:19:16</p>		

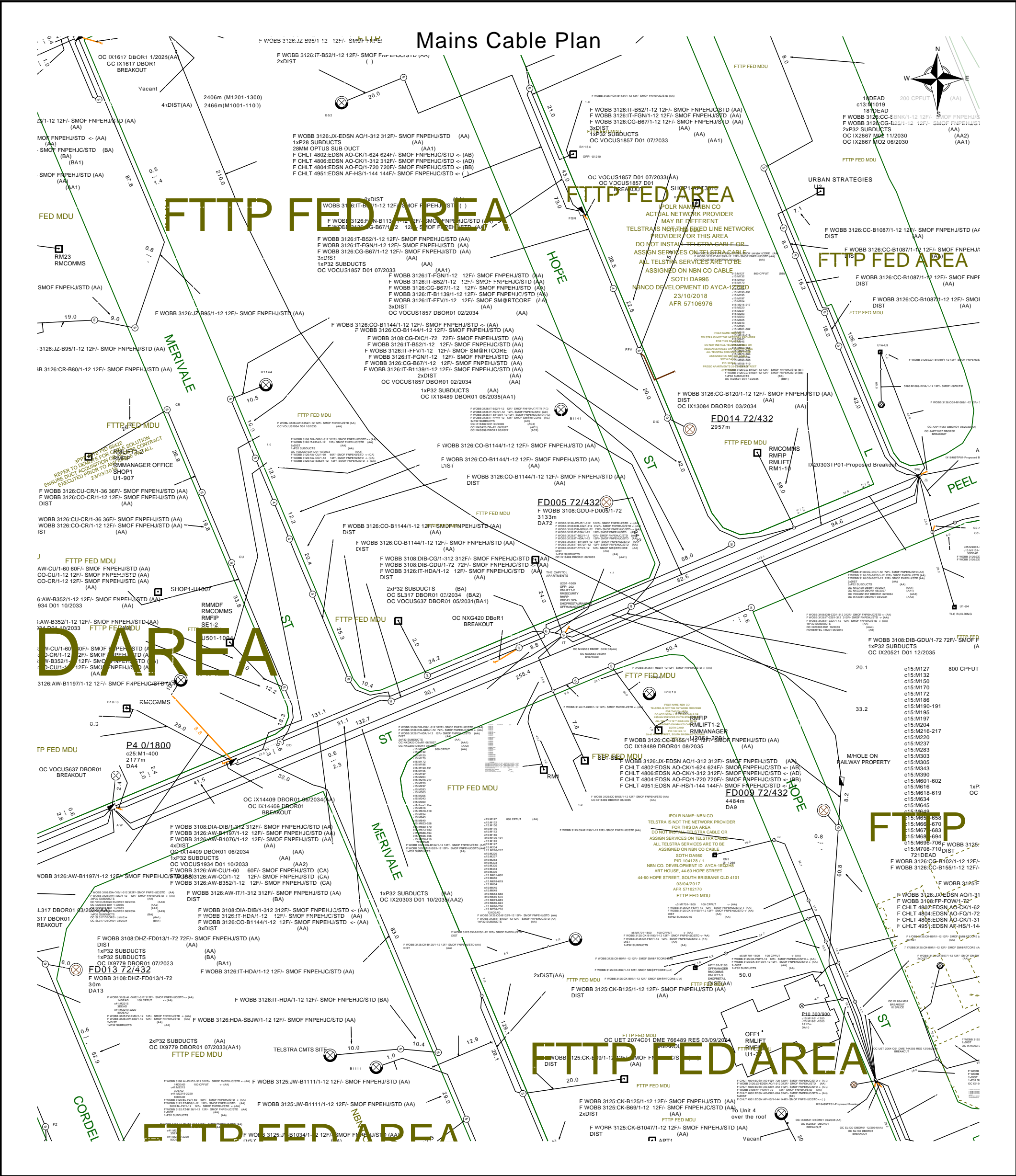
The above plan must be viewed in conjunction with the Mains Cable Plan on the following page


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.

Page 1 of 2





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

Sequence Number: 259553306

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.

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 14/08/2025 13:19:20

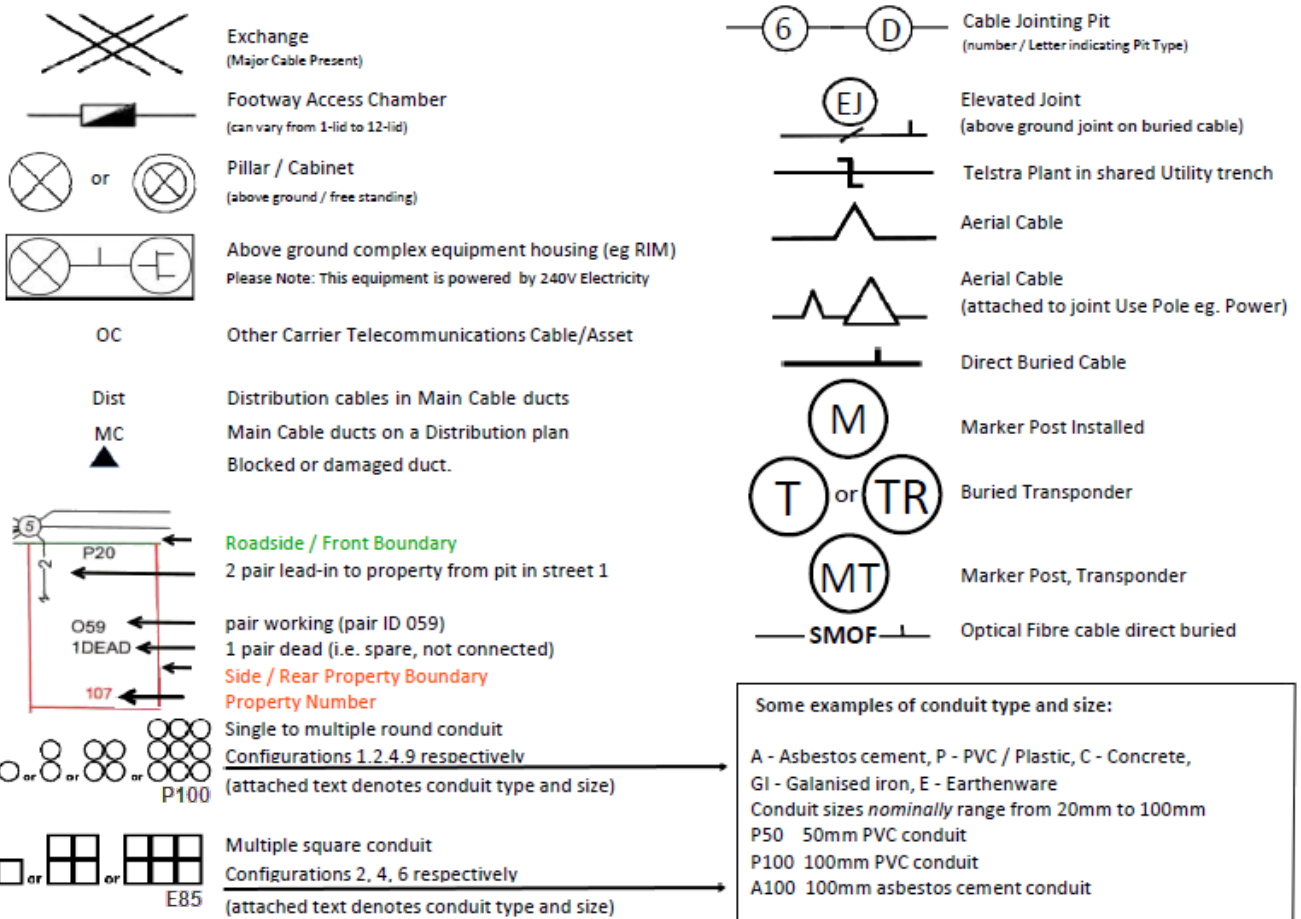
The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING

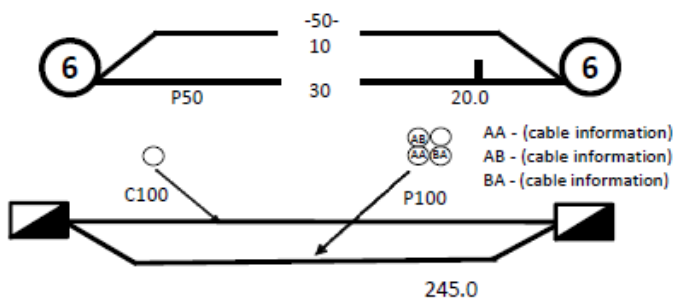
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further 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.

LEGEND



Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935

Before you Dig Australia – BEST PRACTISE GUIDES

The five Ps of safe excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for
DWF files. (Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com
1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

If you receive a message asking for a phone or account number say:
“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).
NetworkIntegrity@team.telstra.com
<https://www.telstra.com.au/consumer-advice/digging-construction>



Telstra Aerial Assets Group (overhead network)
1800 047 909



CERTLOC Certified Locating Organisation (CLO)
certloc.com.au/locators/

Only Telstra authorised personnel and CERTLOC Locators can access Telstra’s Pit and Pipe Network.

- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

Minimum assets clearance distances.

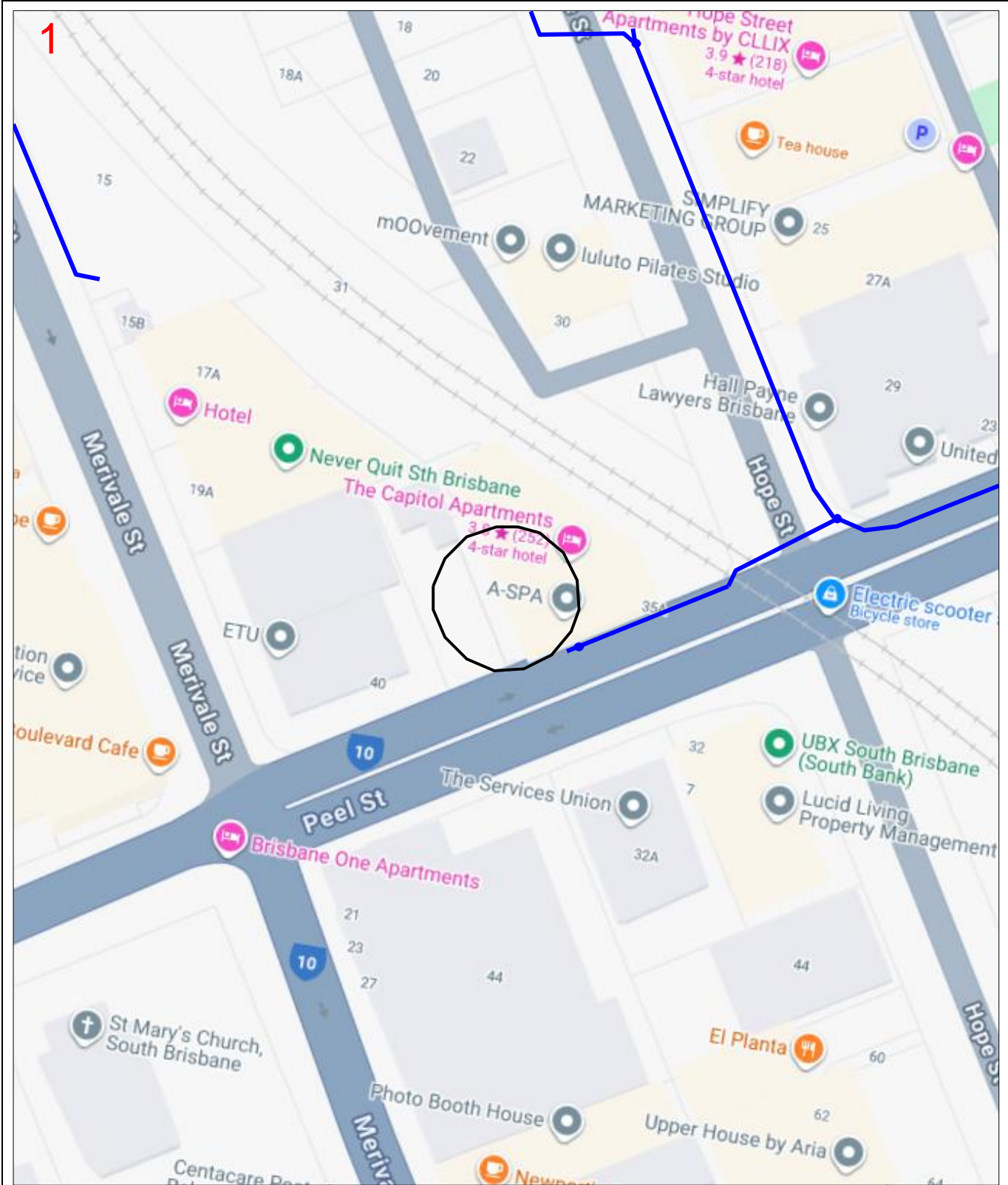
- 300mm when laying asset inline, horizontal or vertical.
 - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
 - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
 - 2000mm when performing directional bore in-line, horizontal and vertical.
 - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

PRIVACY & CONFIDENTIALITY

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see www.tpg.com.au/about/privacy.
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



TPG Telecom Limited



Enquiry Number: 259553310

Map Sheet: 1

Scale: 1: 750

00.008km

N

LEGEND

BYDA Work Area			
AAPT/PowerTel Pit		TransACT Pit	
AAPT/PowerTel Duct		TransACT Duct	
DDA Pit		SOUL Pattinson Telecoms Pit	
DDA Duct		SOUL Pattinson Telecoms Duct	
Agile/Adam Pit		PIPE Networks Pit	
Agile/Adam Duct		PIPE Networks Duct	

DISCLAIMER: No responsibility/liability is taken by TPG Telecom Limited for any inaccuracy, error, omission or action based on the information supplied in this correspondence. © 2022 TPG Telecom Limited.

Statutory Encumbrance Report

Property: Unit 307, 35 Peel Street, South Brisbane QLD 4101

Job ID: 50916840

Date of Search: 14 August 2025

This report summarises the statutory encumbrances and utility interests affecting the above property. The information has been compiled from responses received through the relevant authorities.

Authority	Encumbrance / Infrastructure Impacting Property
APA Group Gas Networks	Gas infrastructure present in the vicinity
Brisbane City Council	Stormwater network, drains and gully pits
Energex QLD	High voltage underground electrical cables
National Fire Ant Eradication Program	Area subject to monitoring and control programs
NBN Co	NBN fibre and conduit infrastructure
Nextgen Networks	Telecommunication cables and conduits
Optus / Ucomm	Underground telecommunication cables
Queensland Urban Utilities	Water, recycled water and sewer infrastructure
Reef Networks	Telecommunication cabling
Telstra QLD South East	Major fibre optic and copper networks
TPG Telecom	Underground pits and conduits for telecommunications

The property is affected by multiple statutory encumbrances, primarily utility networks such as gas, electricity, water, sewer, and telecommunications infrastructure. These encumbrances are typical for inner-urban locations and must be acknowledged as part of the seller disclosure requirements.

QUEENSLAND LAND REGISTRY

Land Title Act 1994, Land Act 1994 and Water Act 2000

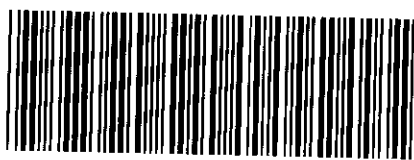
GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

Duty Imprint

715049072



715059209

\$152.10

\$152.10

30/04/2013 14:28

BE 460

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR THE CAPITOL
APARTMENTS COMMUNITY TITLES SCHEME

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

BROADLEY REES HOGAN LAWYERS
LEVEL 8, 179 TURBOT STREET
BRISBANE QLD 4000
PH: (07) 3223 9100

Lodger

Code

139A

2. Lot on Plan Description

LOT 1 ON SP 227496

County

STANLEY

Parish

SOUTH BRISBANE

Title Reference

TO ISSUE

3. Registered Proprietor/State Lessee

HUDPAC CORPORATION NO. 2 PTY LTD ACN 125 009 298 AS TRUSTEE UNDER INSTRUMENT NO.
711572595

4. Interest

NOT APPLICABLE

5. Applicant

HUDPAC CORPORATION NO. 2 PTY LTD ACN 125 009 298 AS TRUSTEE UNDER INSTRUMENT NO.
711572595

6. Request

I hereby request that: THE FIRST COMMUNITY MANAGEMENT STATEMENT DEPOSITED HERewith BE
RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR THE CAPITOL APARTMENTS COMMUNITY
TITLES SCHEME AND THAT C/- BODY CORPORATE SERVICES PTY LTD OF LEVEL 3, 8 JEPHSON STREET
TOOWONG QLD 4066 BE RECORDED AS THE ADDRESS FOR SERVICE ON THE BODY CORPORATE FOR THE
SCHEME.

7. Execution by applicant

KRISTA McMAHON
SOLICITOR

23/4/13

Execution Date

Applicant's or Solicitor's Signature

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

44636

statement incorporates and must
be 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

Office use only

CMS LABEL NUMBER

1. Name of community titles scheme

The Capitol Apartments Community Titles Scheme
No. _____

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for The Capitol Apartments Community Titles Scheme No. _____

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Lots 201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909, 1001-1009 on SP 227497	Stanley	South Brisbane	TO ISSUE
Common Property for The Capitol Apartments Community Title Scheme No. _____			

5. *Name and address of original owner

Hudpac Corporation No. 2 Pty Ltd ACN 125 009
 298 as trustee of the Hudpac No. 2 Trust
 c/- 43 Peel Street
 SOUTH BRISBANE QLD 4101

6. Reference to plan lodged with this statement

SP 227497

first community management statement only

7. Local Government community management statement notation

Matthew Taylor Senior Urban Planner signed
 BRISBANE CITY COUNCIL name and designation
 name of Local Government

8. Execution by original owner/Consent of body corporate

Hudpac Corporation No. 2 Pty Ltd
 ACN 125 009 298 as trustee of the Hudpac No. 2 Trust

4 13 12013
 Execution Date

Sole Director and Secretary

*Execution

*Original owner to execute for a first community management statement

*Body corporate to execute for a new community management statement

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot Number	Contribution Lot Entitlement	Interest Lot Entitlement
201	43	171
202	40	105
203	39	147
204	38	87
205	40	146
301	38	100
302	38	112
303	41	149
304	39	126
305	37	99
306	41	153
307	37	98
308	40	156
309	38	100
401	38	104
402	38	114
403	41	153
404	39	123
405	37	105
406	41	158
407	37	99
408	40	158
409	38	105
501	38	115
502	38	115
503	41	158
504	39	138
505	37	105
506	41	164
507	37	100
508	40	145
509	38	102
601	38	115
602	38	117
603	41	157
604	39	140
605	37	108
606	41	160
607	37	99
608	40	157
609	38	114
701	38	105
702	38	114
703	41	170
704	39	138
705	37	110

Lot Number	Contribution Lot Entitlement	Interest Lot Entitlement
706	41	162
707	37	100
708	40	154
709	38	116
801	38	116
802	38	121
803	41	164
804	39	140
805	37	115
806	41	172
807	37	102
808	40	161
809	38	118
901	38	116
902	38	123
903	41	166
904	39	140
905	37	120
906	41	172
907	37	105
908	40	158
909	38	124
1001	38	120
1002	38	122
1003	41	173
1004	39	145
1005	37	117
1006	41	173
1007	37	101
1008	40	157
1009	38	110
TOTALS	2,992	9,997

1. Explanation as to Lot Entitlements

1.1 The contribution schedule lot entitlements for this Scheme are not equal. As required by the Body Corporate and Community Management Act 1997 (as amended), the contribution schedule lot entitlements for this Scheme have been decided on the Relativity Principle and the lot entitlements have been allocated having regard to:

- (1) the structure of the Scheme;
- (2) the nature, features and characteristics of the lots in the Scheme; and
- (3) the purposes for which the lots are used.

- 1.2 The difference in lot entitlements recognise that the features and characteristics of the various lots in the Scheme result in a differential burden being placed on the costs to the Body Corporate for repair and maintenance of the Common Property.
- 1.3 It is also recognised that these factors do not materially impact on how much each lot should contribute to certain other Body Corporate costs such as (inter alia) community power, secretarial fees, audit fees, security, fire control and therefore these other costs are equally shared between the lots.
- 1.4 When allocating the lot entitlements to be included in the lot entitlement contribution schedule, each of the factors stated below impacts on the allocation in the following ways:-
- (1) Structure of the Scheme:
The Scheme is not a layered scheme and consequently this factor does not contribute to any differences in the lot entitlements.
 - (2) Nature, Features and Characteristic of the Lots and the Scheme:
 - (a) All of the lots are part of a building on a building format plan. The Body Corporate is responsible for the repair and maintenance of Common Property within the Scheme. This includes (inter alia) the common facilities, external walls and windows of the building, roof, utility infrastructure and utility services.
 - (b) In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the Scheme increase or decreases the burden the lot places on the Body Corporate expenditure for the maintenance and repair of the Common Property on the following basis:
 - (i) Individual lot size;
 - (ii) Potential Occupancy;
 - (iii) Whether the lots occupied as residential lots;
 - (3) The Purpose for which the lots are used:
 - (a) All lots in the Scheme are used for residential accommodation purposes consequently this factor does not contribute to any differences in the lot entitlements.
- 1.5 The Interest Schedule Lot Entitlements for the lots in the Scheme reflect the respective market values of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF THE SCHEME LAND

This Scheme is not being further developed.

SCHEDULE C BY-LAWS THE CAPITOL APARTMENTS COMMUNITY TITLES SCHEME**1. Definitions and Interpretations****1.1 Definitions**

In these By-laws:

- (1) **"Act"** means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) **"Body Corporate"** means the body corporate for the Scheme;
- (3) **"Body Corporate Asset"** means body corporate asset for the Scheme;
- (4) **"Building"** means the buildings or parts of buildings, on or comprising the Scheme land;
- (5) **"Common Property"** means the common property for the Scheme;
- (6) **"Common Property Facilities"** means the swimming pool, pool area, outside seating area and associated facilities situated on the Common Property;
- (7) **"Costs"** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature, and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (8) **"Customer"** means any Owner or occupier of a Lot to whom a Service is supplied by the Body Corporate or by a Supplier;
- (9) **"Development Approval"** means development approvals and permits issued by a government agency (including those of an assessing authority or referral agency for a development approval or development permit)_for the development of the Scheme land and includes:
 - (a) Negotiated Decision Notice pursuant to a decision of the Local Government delegate made on 14 September 2010, Application reference A002032142; and
 - (b) any replacement, variation or modification of any such relevant approval.
- (10) **"Improvements"** means:
 - (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (11) **"Invitees"** means each of the Owner's occupiers, agents, visitors, tenants, licensees or other (with or without invitation) who may be on a Lot or the Scheme land;

- (12) **"Local Government"** means the local government for the area in which the Scheme land is located;
- (13) **"Lot"** means a lot in the Scheme;
- (14) **"Manager's Lot"** means Lot 303 in the Scheme or such other Lot as may be nominated by the Original Owner from time to time;
- (15) **"Original Owner"** means Hudpac Corporation No. 2 Pty Ltd ACN 125 009 298 as trustee of the Hudpac No. 2 Trust.
- (16) **"Owner"** means the registered owner of a Lot and includes the Owner's Invitees;
- (17) **"Related Entity"** has the same meaning as that given to "Related Body Corporate" in section 9 of the Corporations Law.
- (18) **"Requirement"** means any requirement or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes:
 - (a) the provisions of any statute, ordinance or by-laws; and
 - (b) the Development Approval;
- (19) **"Scheme"** means The Capitol Apartments Community Titles Scheme containing the Lots and the Common Property;
- (20) **"Service Infrastructure"** means any infrastructure for the provision of Services to the Scheme land; and
- (21) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services, broadband and Pay TV and all other services or systems provided in the Scheme or available for a Lot.
- (22) **"Supplier"** means a Services provider. It includes the Original Owner which may supply Services to the Body Corporate.

1.2 Interpretations

- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
 - (c) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. Obstruction of Common Property

2.1 An Owner must not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to:

- (1) the Common Property or any Body Corporate Asset; or
- (2) any easement giving access to a Lot or the Common Property.

3. Use of Common Property

3.1 An Owner must:

- (1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

4. Improvements to Common Property

4.1 An Owner must not make any Improvements without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the regulation module for the Scheme for making Improvements.

4.2 In giving its consent to any Improvement, the Body Corporate may:

- (1) obtain advice from consultants; and
- (2) recover the Costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.

4.3 Any Improvement made by an Owner:

- (1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
- (2) comply with all Requirements.

- 4.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

5. Garbage Disposal

- 5.1 The Body Corporate may establish a garbage disposal system ("Disposal System") for the Scheme. The Disposal System may provide for:

- (1) permitted means and times for garbage disposal and removal;
- (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
- (3) designation of areas on Common Property for the storage and collection of garbage;
- (4) arrangements for separation and sorting of garbage;
- (5) special requirements for the storage and collection of flammable, toxic or other harmful substances;
- (6) requirements for the disposal of garbage to meet the particular requirements of any Lot; and
- (7) the giving of occupation authorities to a service contractor and/or letting agent engaged or authorised by the Body Corporate.

- 5.2 The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of costs to the Body Corporate of providing services under the Disposal System in accordance with the regulation module for the Scheme.

- 5.3 Each Owner must:

- (1) comply with all Requirements relating to the disposal of garbage;
- (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;
- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage;
- (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage; and
- (5) if a receptacle is provided by the Body Corporate or designated as part of the Disposal System, ensure that garbage for the Owner's Lot is placed in that receptacle or designated area.

- 5.4 Each Owner:

- (1) acknowledges that the Scheme was approved by the Local Government on the basis that the Body Corporate indemnify the Local Government or any contractor of the Local Government which provides refuse collection services to the Scheme against any Costs, loss or damage that the refuse collection vehicles may cause to the Common Property as a result of carrying out refuse collection services. This includes any damage to the pavement and other driving surfaces comprising the Common Property;
- (2) acknowledges that any Costs, loss or damage that does occur to the Common Property as a result of the refuse collection vehicles will be a Cost to the Body Corporate;

- (3) and the Body Corporate releases the Original Owner from any claim, action, suit or demand that an Owner or the Body Corporate may have against that company for procuring the Body Corporate give the indemnity to the Local Government referred to in this By Law.

6. Use of Lots

6.1 An Owner must:

- (1) observe all Requirements in connection with the use of the Owner's Lot;
- (2) maintain the Owner's Lot in good order and condition, including preventing infestation by vermin, insects and other pests;
- (3) promptly replace any glass if broken or cracked;
- (4) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type used for domestic purposes or which is consistent with the permitted use of the relevant Lot;
- (5) give prompt notice to the Body Corporate of any damage to, or defect or disrepair of, the Services or Service Infrastructure;
- (6) not do anything in a Lot which increases the rate of fire insurance payable by the Body Corporate;
- (7) not overload any Services or Service Infrastructure;
- (8) pay to the Body Corporate any Costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
- (9) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
- (10) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
- (11) not carry on or permit any noxious or offensive act, trade, business, occupation or calling from a Lot;
- (12) not cause disturbance to other persons lawfully using any Lot or Common Property;
- (13) not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else;
- (14) ensure that:
 - (a) no vegetation located on a Lot or Common Property shall be felled, lopped or cut;
 - (b) no plants of any type shall be substantially destroyed or removed from any Lot or the Common Property; and
 - (c) any planter boxes situated within a Lot are at all times watertight and do not leak or otherwise allow the escape of fluids onto the Common Property or any other Lot.
- (15) use the Owner's Lot for any purpose which may be illegal or unlawful; and

- (16) not permit any auction sale upon the Common Property without the consent of the Body Corporate.
- (17) not install or permit to be installed in the Owner's Lot any form of hard flooring (including but not limited to timber or tiles) without the consent of the Body Corporate. In granting its consent the Body Corporate may impose any conditions it considers appropriate and any such consent will be deemed to include a condition (whether or not such condition is expressed) that the flooring achieves a minimum Field Impact Isolation Classification of 60. The Body Corporate may require the removal and replacement at the Owner's cost of any flooring installed in breach of this By-law or which does not comply with all conditions of the Body Corporate's consent.
- (18) ensure that all balconies and terraces shown on the approved drawings and documents for the Scheme remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the relevant 'Brisbane City Plan 2000 – Residential Code' and clearly depicted on the approved drawings for the Scheme. Owner's acknowledge that this is a requirement of Brisbane City Council and Body Corporate consent will not be given to any enclosure which would breach this requirement.

6.2 While Hudpac Corporation No. 2 Pty Ltd ACN 125 009 298 as trustee of the Hudpac No. 2 Trust is the Owner of any Lot, it will be entitled to:

- (1) use as a display lot any Lot or Lots of which it is the Owner;
- (2) use such signs, including for sale signs, advertising or display material in or about the Lot or Lots and the Common Property as it thinks fit. Any signs erected pursuant to this By-law must be attractive and tasteful, having regard to the general aesthetics and amenity of the Scheme and the signs must not at any time be more, in number and size, than is reasonably necessary;
- (3) conduct an auction sale within the Building for any Lot that it is the Owner; and
- (4) pass over the Common Property, with any other people authorised by it and with vehicles and machinery without the necessity of obtaining any Body Corporate consent.

6.3 All Lots, other than the Manager's Lot must be used for residential purposes only.

6.4 The Manager's Lot may be used as a residence and for managing the Building and letting Lots in the Building or may be let by the Original Owner to any third party.

7. Appearance of Lot

7.1 An Owner must not, without the consent of the Body Corporate:

- (1) erect any external blinds to a Lot;
- (2) erect any outside wireless or television aerials;
- (3) make any alterations to the outside appearance of a Lot;
- (4) make any structural alterations to a Lot;
- (5) install curtains or blinds other than with a white backing; or
- (6) install any externally mounted air conditioning units or other mechanical plant.

- 7.2 An Owner must not without the consent of the Brisbane City Council and the consent of the Body Corporate alter or replace any external sun control devices fitted to balconies or windows.
- 7.3 In respect of any request by an Owner under clause 7.1 or 7.2, the Body Corporate may consent, withhold its consent or grant its consent subject to conditions. In relation to a request pursuant to clause 7.1(6), any consent by the Body Corporate for such request will be subject to the following conditions:
- (1) in respect of any individual external air conditioning units, the Owner must, at its cost, first obtain the consent of the Brisbane City Council;
 - (2) no externally mounted air conditioning unit or other mechanical plant must be visible from any adjoining property; and
 - (3) any externally mounted air conditioning unit or other mechanical plant which may be located on the roof, wall or garden areas within the Common Property are to be appropriately screened or shaped according to the acoustic requirements of the Brisbane City Council and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden areas comprising the Common Property in which the proposed air conditioning unit or mechanical plant is to be located.

8. Right of Entry

- 8.1 The Body Corporate may (on the giving of notice required by the Act) enter a Lot with workmen and other authorised persons and necessary materials and appliances to:
- (1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests;
 - (2) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure; and
 - (3) carry out any fumigation or other pest control the Body Corporate may determine is necessary to ensure that the Common Property and Lots are kept free of pests and other infestations at all times.
- 8.2 In case of emergency no notice will be required under By-law 8.1.
- 8.3 Anything undertaken by the Body Corporate under this By-law 8 will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.
- 8.4 In exercising its rights under this By-law 8 the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

9. Body Corporate Rights

- 9.1 Subject to the provisions of the Act and the regulation module for the Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner, including, without limitation:
- (1) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure; and

(2) determining rules under which persons are given access to any part of the Common Property.

9.2 The committee of the Body Corporate must ensure that any parts of the Common Property used for:

- (1) electrical substations or control panels;
- (2) fire service control panels;
- (3) telephone exchanges; and
- (4) other services to the Lots and the Common Property;

are kept locked unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the committee of the Body Corporate.

10. Security

10.1 The Body Corporate may establish a security system and provide security services for the benefit of Owners and the Building.

10.2 Any security equipment installed on the Common Property for use in connection with a security system for the Building will remain the property of the Body Corporate and be maintained and repaired at the cost of the Body Corporate, subject to the body Corporate's obligations under the Act and regulation module for the Scheme to recover costs for the provision of those services from users.

10.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.

10.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners in the Building.

10.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because:

- (1) the security system fails; or
- (2) there is unauthorised entry to any part of the Common Property or a Lot.

10.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security services.

10.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.

11. Vehicles

11.1 The Owner or the Owner's Invitees must not, without the Body Corporate's written approval:

- (1) park a vehicle or allow a vehicle to stand on the Common Property; or

- (2) 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 visitor's vehicles.

11.2 An approval under By-law 12.1 must state the period for which it is given, with the exception of designated visitor parking.

11.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or the Owner's invitees, with the exception of designated visitor parking. Roads and Other Common Property Roads, drives, paths and other Common Property and any easement providing access to the Scheme shall not be obstructed by any Owner or Owner's Invitee or used for any purpose other than the reasonable ingress and egress to and from their Lot or car spaces. An Owner or an Owner's Invitee shall not drive or permit to be driven any vehicle in excess of two (2) tonnes weight into or over the Common Property except for any such vehicles necessary to complete the construction and/or occupation of any Lot, and any vehicles entitled by any statute and or local authority ordinances.

11.4 Car Washing

The Body Corporate shall designate an area of Common Property being a car parking space for use as a car or vehicle washing area. The washing of cars or vehicles elsewhere on Common Property is prohibited.

11.5 Bicycle Racks

Bicycles shall only be stored in the bicycle racks provided by the Body Corporate and it is the responsibility of Owners or the Owner's Invitees to ensure that the bicycles are locked to prevent theft.

12. Exclusive Use – Car Parking

12.1 The Owners of the Lots mentioned in Schedule E for the purpose identified as **Car Parking** are entitled to the exclusive use of that part of the Common Property which is identified in Schedule E for car parking.

12.2 Owners may agree to reallocate exclusive use car spaces in the way allowed under the Act.

12.3 The Body Corporate must take all steps required to formalise the original allocation and agree to reallocations of exclusive use car spaces.

12.4 The Owners of Lots with exclusive use rights are responsible for cleaning and maintaining their exclusive use car spaces. By-laws about cleaning, pest control, rubbish removal, use of Lots and appearance of Lots also apply to the exclusive use car spaces. The Body Corporate is responsible for structural maintenance of the exclusive use car spaces.

12.5 An Owner must not store boxes, personal effects or any other items (other than a motor car or motor bike) in the car park or on Common Property (to avoid doubt including the exclusive use car space) unless approved by the Body Corporate.

12.6 The Body Corporate may at the cost of the Owner remove any items stored (other than a motor car or motor bike) in the car park or on Common Property (including the exclusive use car space). The Body Corporate accepts no responsibility for any loss or damage to items stored in breach of clause 12.5 or for any loss or damage caused by their removal.

12.7 Only motor cars and motor bikes are permitted to be parked in the car spaces and these vehicles are at all times to be kept roadworthy.

13. Exclusive Use - Motor Scooter Parking

- 13.1 The Owners of the Lots mentioned in Schedule E for the purpose identified as **Motor Scooter Parking** are entitled to the exclusive use of that part of the Common Property which is identified in Schedule E for motor scooter parking.
- 13.2 Owners may agree to reallocate exclusive use motor scooter spaces in the way allowed under the Act.
- 13.3 The Body Corporate must take all steps required to formalise the original allocation and agree to reallocations of exclusive use motor scooter spaces.
- 13.4 The Owners of Lots with exclusive use rights are responsible for cleaning and maintaining their exclusive use motor scooter spaces. By-laws about cleaning, pest control, rubbish removal, use of Lots and appearance of Lots also apply to the exclusive use motor scooter spaces. The Body Corporate is responsible for structural maintenance of the exclusive use motor scooter spaces.
- 13.5 An Owner must not store boxes, personal effects or any other items (other than a motor scooter or motor bike) in the motor scooter park or on Common Property (to avoid doubt including the exclusive use car space) unless approved by the Body Corporate.
- 13.6 The Body Corporate may at the cost of the Owner remove any items stored (other than a motor scooter or motor bike) in the motor scooter's space or on Common Property (including the exclusive use motor scooter space). The Body Corporate accepts no responsibility for any loss or damage to items stored in breach of clause 13.5 or for any loss or damage caused by their removal.
- 13.7 Only motor scooters and motor bikes are permitted to be parked in the motor scooter spaces and are at all times to be kept roadworthy.

14. Exclusive Use - Storage Spaces

- 14.1 The Owners of the Lots mentioned in Schedule E for the purpose identified as **Storage** are entitled to the exclusive use of that part of Common Property for storage purposes only which is identified in Schedule E.
- 14.2 The Owners of Lots may agree to reallocate exclusive use storage spaces in the way allowed under the Act.
- 14.3 The Body Corporate must take all steps required to formalise the original allocation and agree to reallocations of exclusive use storage spaces.
- 14.4 The Owners of Lots with exclusive use rights are responsible for cleaning and maintaining their exclusive use storage spaces. By-laws about cleaning, pest control, rubbish removal, use of Lots and appearance of Lots will also apply to the exclusive use storage spaces. The Body Corporate is responsible for structural maintenance of the exclusive use storage spaces.

15. Keeping of Animals

- 15.1 Subject to section 143 of the Act, an Owner must not, without the Body Corporate's approval, bring onto or keep any animal on a Lot or the Common Property.

16. Invitees

- 16.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use

of the Common Property or an Owner's Lot.

- 16.2 An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 16.3 An Owner of a Lot must take all reasonable steps to ensure that invitees comply with these By-laws.

17. Service Infrastructure

- 17.1 The Body Corporate may clean, repair, maintain or renovate any Service Infrastructure as it deems necessary for the preservation of the Services and Service Infrastructure.
- 17.2 If Service Infrastructure is located within a Lot (other than in a Building), the Owner of the relevant Lot authorises and licences the Body Corporate to enter the Lot to undertake works in respect of the maintenance and repair of Service Infrastructure ("Service Works").
- 17.3 The Body Corporate may charge an Owner which uses any Service Infrastructure any Cost incurred by the Body Corporate in supplying any Service or undertaking any other duties pursuant to this By-law in respect to the Service Infrastructure.
- 17.4 The Body Corporate may issue an account or accounts for any amounts recoverable under this By-law which must be paid within 14 days.
- 17.5 If the Owner is not the occupier of the Lot then the Owner is jointly and severally liable with the occupier for payment of accounts issued by the Body Corporate under this By-law.
- 17.6 The Body Corporate may include the Cost charged to the Owner under this By-law in any notice or contribution payable to the Body Corporate by the Owner of the relevant Lot.
- 17.7 If any account is not paid on the due date then:
- (1) the Body Corporate may sue the person liable for payment of the account as a liquidated debt;
 - (2) the Body Corporate may disconnect or discontinue the supply of the Service or the right to use the Service Infrastructure to the relevant Lot until the amount outstanding is paid.
- 17.8 In exercising the rights under this By-law, the Body Corporate:
- (1) may engage contractors to undertake the Service Works;
 - (2) must take reasonable steps to minimise disruption to the Owner in undertaking Service Works and make good all damage caused to the Lot in undertaking Service Works; and
 - (3) give reasonable notice in writing to the Owner of the requirement for Service Works and arrangements for them (except in the case of an emergency in which case no notice is requested).

18. Request to Secretary

- 18.1 An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the committee of the Body Corporate to the secretary of the Body Corporate or the Body Corporate manager.

19. Notices

- 19.1 All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.

20. Outstanding Levies may be Recovered

- 20.1 An owner must pay on demand the whole of Body Corporate's Costs (including solicitor and own client Costs and administrative and secretarial Costs plus any GST properly chargeable in respect of those Costs) in connection with:
- (1) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied on the Owner by the Body Corporate, or otherwise pursuant to these By-laws;
 - (2) all legal or other proceedings concluded by way of settlement or court determination in favour of the Body Corporate taken by or against the Owner of a Lot.
- 20.2 The amount of any such Costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- 20.3 If the Owner fails to pay any such Costs upon demand the Body Corporate:
- (1) may take action for the recover of those Costs in a court of competent jurisdiction; and/or
 - (2) enter such Costs against the levy account of the Owner.

21. Copy of By-laws

- 21.1 Owners must provide any tenant or other occupier of a Lot with a copy of these By-laws. A copy may be provided electronically.

22. Use of Common Property Facilities

- 22.1 All Owners and occupiers of Lots may use the Common Property Facilities subject to the following rules which, where appropriate also apply to all Invitees of the Owners and occupiers of Lots.
- (1) The Common Property Facilities shall not be used by guests or Invitees unless accompanied by an Owner or occupier of a Lot;
 - (2) Children under the age of 13 shall at all times be accompanied by an adult Owner or occupier;
 - (3) Alcohol shall not be consumed in or around the swimming pool but may be consumed in and around the outside seating area;

- (4) Running, rough play in or out of the swimming pool, excessive splashing, improper diving from the sides or running and jumping into the swimming pool to create a large splash (bombing) is prohibited;
- (5) Food, glass, breakable items, pets shall not be brought into the swimming pool area;
- (6) Soap, bubble bath or shampoo are not to be used in the swimming pool;
- (7) The hours of use for the swimming pool, pool area and barbeque area are from 6.00am to 9.00pm daily;
- (8) The hours of use of the swimming pool filter and pump are from 9.00am to 7.00pm daily.
- (9) The outside seating and pool areas are to be left in a clean and tidy state after use. Failure to comply may result in the Owner or occupier incurring a cleaning cost;
- (10) The Body Corporate may operate a reservation system for the use of the Common Property Facilities.

22.2 The Body Corporate may as required from time to time make other rules regarding the use of the Common Property Facilities.

23. Building Management Statement

- 23.1 All owners and occupiers of a Lot shall observe from time to time the terms and conditions of the Building Management Statement (BMS) that affects the Scheme. The Body Corporate shall appoint one of its Committee members as its representative on any Management Group established under the BMS.
- 23.2 Nothing in these By-laws gives the Owner or occupier of a Lot consent to do anything which is prohibited or regulated by the BMS.
- 23.3 A consent under these By-laws does not relieve the Owner or occupier of a Lot from obligations to obtain necessary consents under the BMS, if they are required.
- 23.4 If there is any inconsistency between a By-law and the BMS, the Body Corporate must amend the inconsistent By-law to make it consistent with the BMS.
- 23.5 The Body Corporate may add, change or cancel a By-law only if:
- (1) it complies with any provision in the BMS in regard to adding, changing or cancelling the By-law;
 - (2) it consults with the Building Management Committee before making the addition, change or cancellation; and
 - (3) the addition, change or cancellation does not conflict with the BMS.

24. Supply of Services

24.1 The Body Corporate may obtain the supply of a Service or Services for the Scheme from a Supplier or may engage a Supplier to supply Services to Customers. The Body Corporate may enter into an agreement with the Supplier on terms decided by the Body Corporate and may then on supply the Services to Customers or permit the Supplier to supply Services to the Customers. In such case, the following provisions will apply:

- (1) The Body Corporate has the power to enter into a contract or any other agreement for the supply of Services for the Scheme on such terms as the Body Corporate may determine in its absolute discretion. This includes entering into any agreement with the Original Owner or any Related Entity of the Original Owner in respect of the supply of such Services;
- (2) The Body Corporate has the power to sell the Services to each Customer and to enter into any contract or other agreement with each Customer on terms acceptable to the Body Corporate;
- (3) The Body Corporate has the power to appoint a Supplier to provide the Service necessary for the Body Corporate to sell the Services. This includes any right to subcontract or otherwise delegate such powers to a Supplier;
- (4) Where the Service supplied is electricity, then each Owner or occupier must purchase all electricity consumed in their respective Lot direct from the Body Corporate (or the Supplier) and must not purchase electricity from any other source;
- (5) Customers who accept or use the supply of Services by or through the Body Corporate shall, in consideration of the supply, comply with this bylaw and the terms and conditions of supply adopted by the Body Corporate from time to time (**Service Supply Conditions**). A copy of the Service Supply Conditions shall be made available by the Body Corporate on request to Owners or occupiers. On acceptance or use of the supply of the Service, the Service Supply Conditions shall constitute an agreement between the Owner or occupier and the Body Corporate (or the Supplier as the case may be). The Service Supply Conditions form an agreement separate to this bylaw;
- (6) The Body Corporate (or the Supplier) will render accounts to each Customer and those accounts must be paid in accordance with the Service Supply Conditions or, if no such terms and conditions are specified, within 14 days of demand by the Body Corporate;
- (7) A Customer is liable, jointly and severally with any person liable to pay a Services account issued by the Body Corporate in relation to that Owner's lot under these bylaws;
- (8) If a proper account for the supply of a Service is not paid by the due date for payment, the Body Corporate may recover the amount of the unpaid account (whether or not a formal demand has been made), together with Costs on a full indemnity basis as a liquidated debt to it in any court of competent jurisdiction and/or disconnect the supply of the Services to the relevant Lot;
- (9) The Body Corporate will, from time to time, determine the security deposit to be paid by each Customer connected for the supply of Services as a guarantee against non payment of accounts for the supply of Services. The Owner or occupier must pay the security deposit on demand to the Body Corporate;
- (10) The Body Corporate shall arrange for the installation of any meter necessary to read the supply of Services to a Lot. However, if it is not appropriate to install meters or similar devices in respect of a particular Service, then the Body Corporate must devise a fair method of calculating how much of each Service each Customer has used;

- (11) The Body Corporate is not responsible for the accuracy or correct operation of any meter for a Service for a Lot, except to the extent that it is responsible under a relevant law. Customers must ensure that no person associated with a Customer or their Lot interferes with any meter or equipment used for the supply or measure of supply of a Service to a Lot;
- (12) The Body Corporate must, if asked, disclose the amount of any outstanding Services accounts for a Lot to a proposed transferee of that Lot. The transferee must have the written authority of the Owner of the relevant Lot;
- (13) When a Customer transfers the Customer's interest in a Lot, the transferee becomes a party to the agreement constituted by the Service Supply Conditions by accepting the supply or by continuing to use the Service. The original Customer is released from the obligation imposed under this By-law and the Service Supply Conditions only when all obligations of the Customer have been satisfied;
- (14) If the Owner of a Lot is not the occupier of the Lot, then the Owner is jointly and severally liable with the occupier for payment of accounts for Services supplied to the Lot;
- (15) The Body Corporate:
 - (a) does not have to supply Services beyond the extent that the relevant Services supplier could supply them at any time; and
 - (b) is not liable for damage or loss suffered to persons or property because of a failure of the supply of the Service, whether caused by the Body Corporate, its servants and agents, or any other person or through any cause whatsoever, including negligence.
- (16) The Body Corporate will have no obligation to provide the Service to a Customer if:
 - (a) the Body Corporate agreement with the Supplier is terminated;
 - (b) the Supplier does not provide the Service for any reason;
 - (c) the Customer does not comply with this By-law or the Service Supply Conditions; or
 - (d) the Customer does not pay for the supply of the Service by the due date;
- (17) Nothing in this By-law obliges an Owner or occupier of a Lot to buy Services from the Body Corporate. However, this does not apply with respect to electricity;
- (18) A Customer or the Body Corporate may chose to end the supply of a Service to the Customer's Lot by giving at least 90 days written notice.

25. Noise

- 25.1 An Owner or occupier of a Lot and their Invitees shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment by other Owners or occupiers of Lots or of any person lawfully using the Common Property. In particular, no Owner or occupier of a lot shall hold or permit to be held any social gathering in their lot which would cause any noise which unlawfully interferes with the peace and enjoyment of any other Owner or occupier of a Lot, at any time of day or night and in particular, should comply in all respects with the Noise Abatement Act 1979 and the Environmental Protection (Noise) Policy 1997, as amended.
- 25.2 If there is any unavoidable noise in a Lot at any time, the Owner or occupier of that Lot shall take all practical means to minimise annoyance to other Owners or occupiers of Lots by using soundproofing

insulation equipment, closing all doors, windows and curtains to their Lot and also to take any further steps as may be within their power to minimise such noise.

- 25.3 Invitees leaving after 11.00pm should be requested by the Owner or occupier to leave quietly. Quietness must also be observed when an Owner or occupier of a Lot returns to their dwelling after 11.00pm and before 7.00am.
- 25.4 An Owner or occupier of a Lot shall not operate or permit to be operated within the Scheme any radio, 2-way radio, short-wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliances or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.
- 25.5 An Owner or occupier of a Lot shall not play any musical instrument, use any radio, television, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with the peaceful enjoyment of other Owners or occupiers of lots or any person lawfully using the Common Property.

26. Pay Television / Television antennae

- 26.1 The Body Corporate may allow a pay television or free to air television supplier to install equipment on the Common Property and connect that equipment to any common electricity supply to provide for pay television or free to air television connections to Lots. The Body Corporate may enter into an agreement for that purpose. However, the Body Corporate is not responsible for the quality of the transmission of any television service.

SCHEDULE D	ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)
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The location of service easements are shown in the attached Service Location Diagram 024731.04.

The lots affected by statutory easements are as follows:

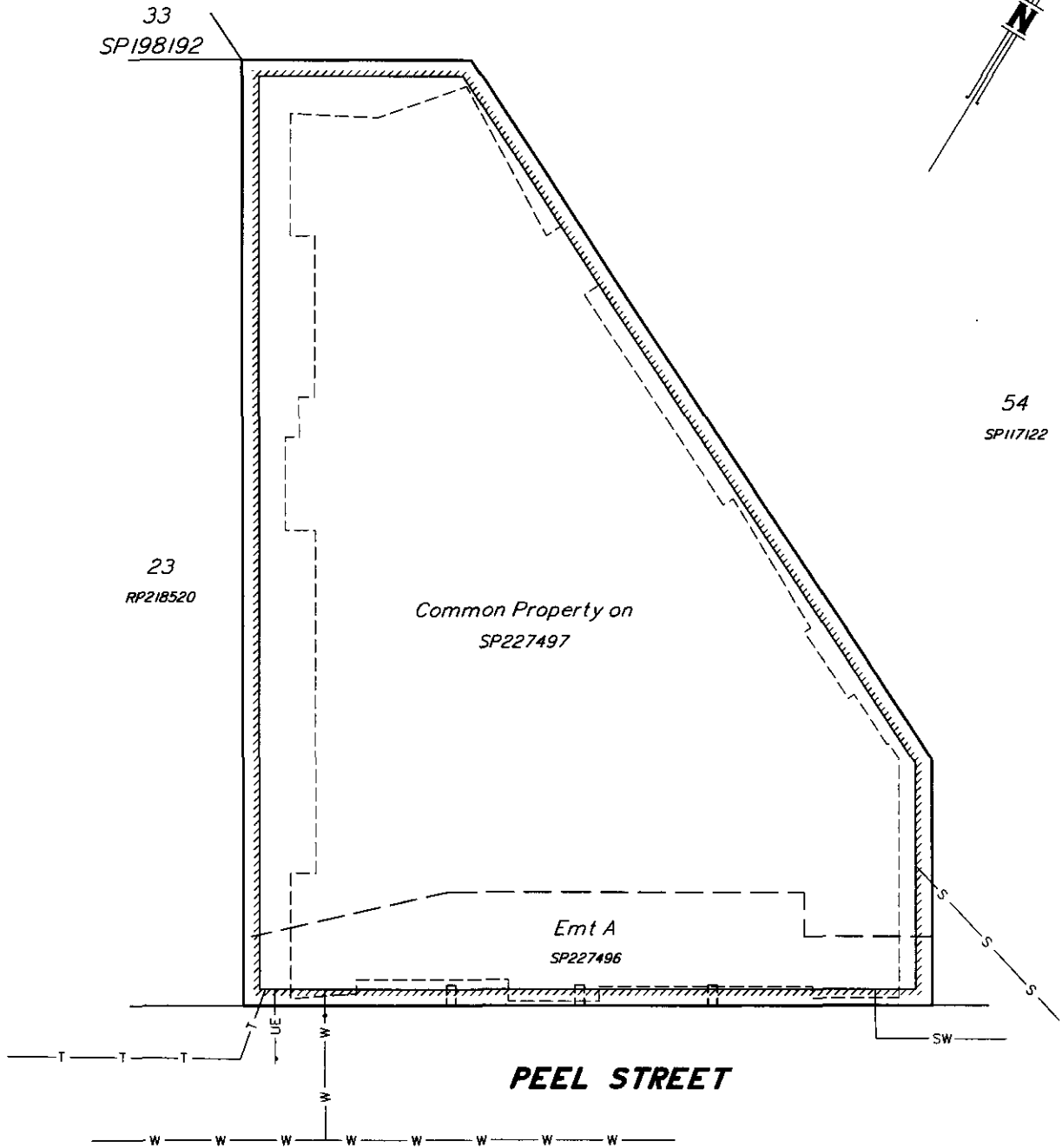
Type of Statutory Easement	Lots Affected	Service Location Diagram
Support, Water, Electricity, Gas, Computer Data, Telephone Services, Sewer, Drainage and Shelter	Common Property of The Capitol Apartments CTS	See Plan 024731.04
Support, Water, Electricity, Gas, Computer Data, Telephone Services, Sewer, Drainage and Shelter	Lots 201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909, 1001-1009 on SP 227497	See Plan 024731.04

SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

Lot No.	Purpose	Exclusive Use Area on Exclusive Use Plan
201	Car parking	201 on Plan 024731.02
203	Car parking	203 on Plan 024731.02
205	Car parking	205 on Plan 024731.02
302	Car parking	302 on Plan 024731.02
303	Car parking	303 on Plan 024731.02
304	Car parking	304 on Plan 024731.02
306	Car parking	306 on Plan 024731.02
308	Car parking	308 on Plan 024731.02
401	Car parking	401 on Plan 024731.02
402	Car parking	402 on Plan 024731.02
403	Car parking	403 on Plan 024731.02
404	Car parking	404 on Plan 024731.02
406	Car parking	406 on Plan 024731.02
408	Car parking	408 on Plan 024731.02
409	Car parking	409 on Plan 024731.02
501	Car parking	501 on Plan 024731.02
502	Car parking	502 on Plan 024731.02
503	Car parking	503 on Plan 024731.02
504	Car parking	504 on Plan 024731.02
506	Car parking	506 on Plan 024731.02
508	Car parking	508 on Plan 024731.02
601	Car parking	601 on Plan 024731.02
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604	Car parking	604 on Plan 024731.02
606	Car parking	606 on Plan 024731.02
608	Car parking	608 on Plan 024731.02
609	Car parking	609 on Plan 024731.02
701	Car parking	701 on Plan 024731.02
702	Car parking	702 on Plan 024731.02
703	Car parking	703 on Plan 024731.02
704	Car parking	704 on Plan 024731.02
706	Car parking	706 on Plan 024731.02
708	Car parking	708 on Plan 024731.02
709	Car parking	709 on Plan 024731.02
801	Car parking	801 on Plan 024731.02
802	Car parking	802 on Plan 024731.02
803	Car parking	803 on Plan 024731.02
804	Car parking	804 on Plan 024731.02
806	Car parking	806 on Plan 024731.02
808	Car parking	808 on Plan 024731.02
809	Car parking	809 on Plan 024731.02
901	Car parking	901 on Plan 024731.02
902	Car parking	902 on Plan 024731.02
903	Car parking	903 on Plan 024731.02
904	Car parking	904 on Plan 024731.02
906	Car parking	906 on Plan 024731.02

908	Car parking	908 on Plan 024731.02
909	Car parking	909 on Plan 024731.02
1001	Car parking	1001 on Plan 024731.02
1002	Car parking	1002 on Plan 024731.02
1003	Car parking	1003 on Plan 024731.02
1004	Car parking	1004 on Plan 024731.02
1006	Car parking	1006 on Plan 024731.02
1008	Car parking	1008 on Plan 024731.02
204	Motor scooter parking	MC1 on Plan 024731.02
607	Motor scooter parking	MC2 on Plan 024731.02
707	Motor scooter parking	MC3 on Plan 024731.02
307	Motor scooter parking	MC4 on Plan 024731.02
507	Motor scooter parking	MC5 on Plan 024731.02
807	Motor scooter parking	MC6 on Plan 024731.02
905	Motor scooter parking	MC7 on Plan 024731.02
905	Motor scooter parking	MC8 on Plan 024731.02
1009	Motor scooter parking	MS1 on Plan 024731.02
605	Motor scooter parking	MS2 on Plan 024731.02
1005	Motor scooter parking	MS3 on Plan 024731.02
505	Motor scooter parking	MS4 on Plan 024731.02
705	Motor scooter parking	MS5 on Plan 024731.02
405	Motor scooter parking	MS6 on Plan 024731.02
202	Motor scooter parking	MS7 on Plan 024731.02
407	Motor scooter parking	MS8 on Plan 024731.02
309	Motor scooter parking	MS9 on Plan 024731.02
907	Motor scooter parking	MS10 on Plan 024731.02
805	Motor scooter parking	MS11 on Plan 024731.02
305	Motor scooter parking	MS12 on Plan 024731.02
906	Storage	S1 on Plan 024731.02
1003	Storage	S2 on Plan 024731.02
909	Storage	S3 on Plan 024731.02
806	Storage	S4 on Plan 024731.02
303	Storage	S5 on Plan 024731.02
303	Storage	S6 on Plan 024731.02
303	Storage	S7 on Plan 024731.02
303	Storage	S8 on Plan 024731.02
303	Storage	S9 on Plan 024731.02
806	Storage	S10 on Plan 024731.02
506	Storage	S11 on Plan 024731.02
503	Storage	S12 on Plan 024731.02
701	Storage	S13 on Plan 024731.02

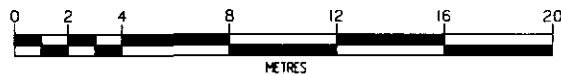
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Bennett and Francis
ABN 49 446 453 598



Bennett and Francis Pty. Ltd.
A.C.N. 052 007 172
certify that the plan as shown on this
sketch plan is correct.

BENNETT & FRANCIS
PTY. LTD.
A.C.N. 052 007 172
Code of Ethics: 1000 007 007 007
Date: 12/3/2013

Community Titles Scheme No. _____
Service Location Diagram



THE CAPITOL APARTMENTS

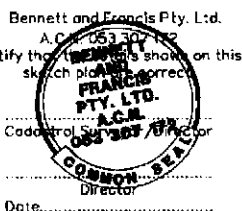
LEGEND

Sewer	—S—
Stormwater	—SW—
Telstra	—T—
Underground Power	—UE—
Water Main	—W—



Bennett & Francis Pty. Ltd.
Surveying, Cartography, Computing,
Mapping, Town Planning.
ACN. 053 307 172
25 Dankin Street,
West End Q 4101
Phone (07) 3239 5444
<http://www.bfsurveys.com.au>

Drawn	SRH	Date	12-03-2013
F.W.		Checked	
F./B.		Approved	Date
File	02473104		
PLAN SIZE	A3		
PLAN REFERENCE	024731.04		



0 1.5 3 6 9 12
METRES

B **Bennett & Francis Pty. Ltd.**
Surveying, Cartography, Computing,
Mapping, Town Planning
ACN. 063 307 172
25 Donkin Street,
West End Q 4 01
Phone (07) 3238 5444
<http://www.bfsurveys.com.au>

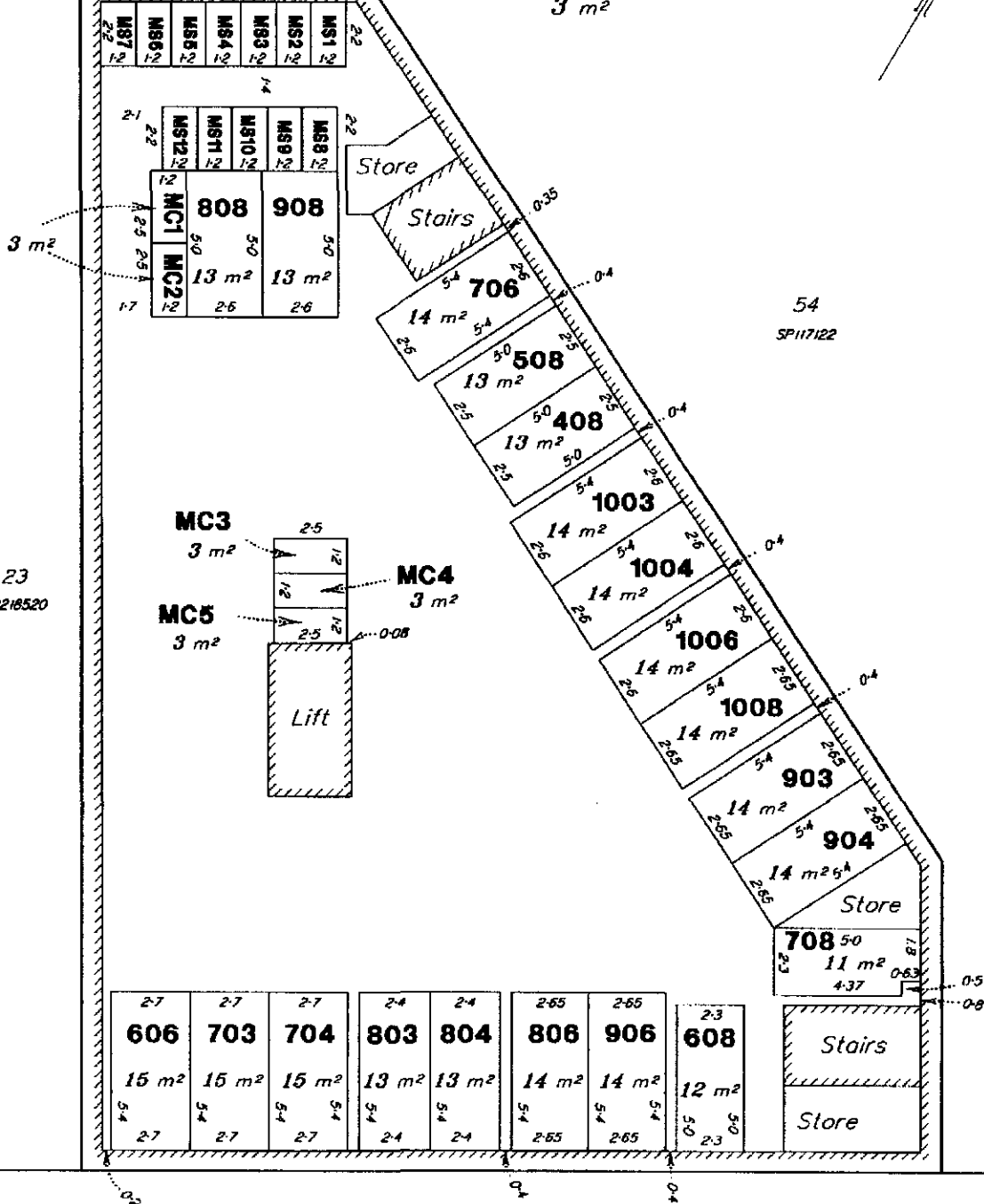
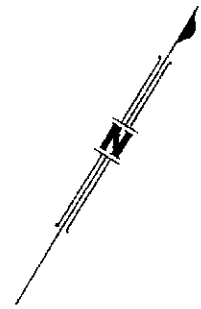
Drawn	SRH	Date	25-01-2013
F.W.		Checked	
F./B.		Approved	Date
File	02473102		
PLAN SIZE		A3	
PLAN REFERENCE		024731.02	

LEVEL B
Basement 2

33
SP198192

*Area of Motor Scooter
Parking MS1-MS12*

3 m²



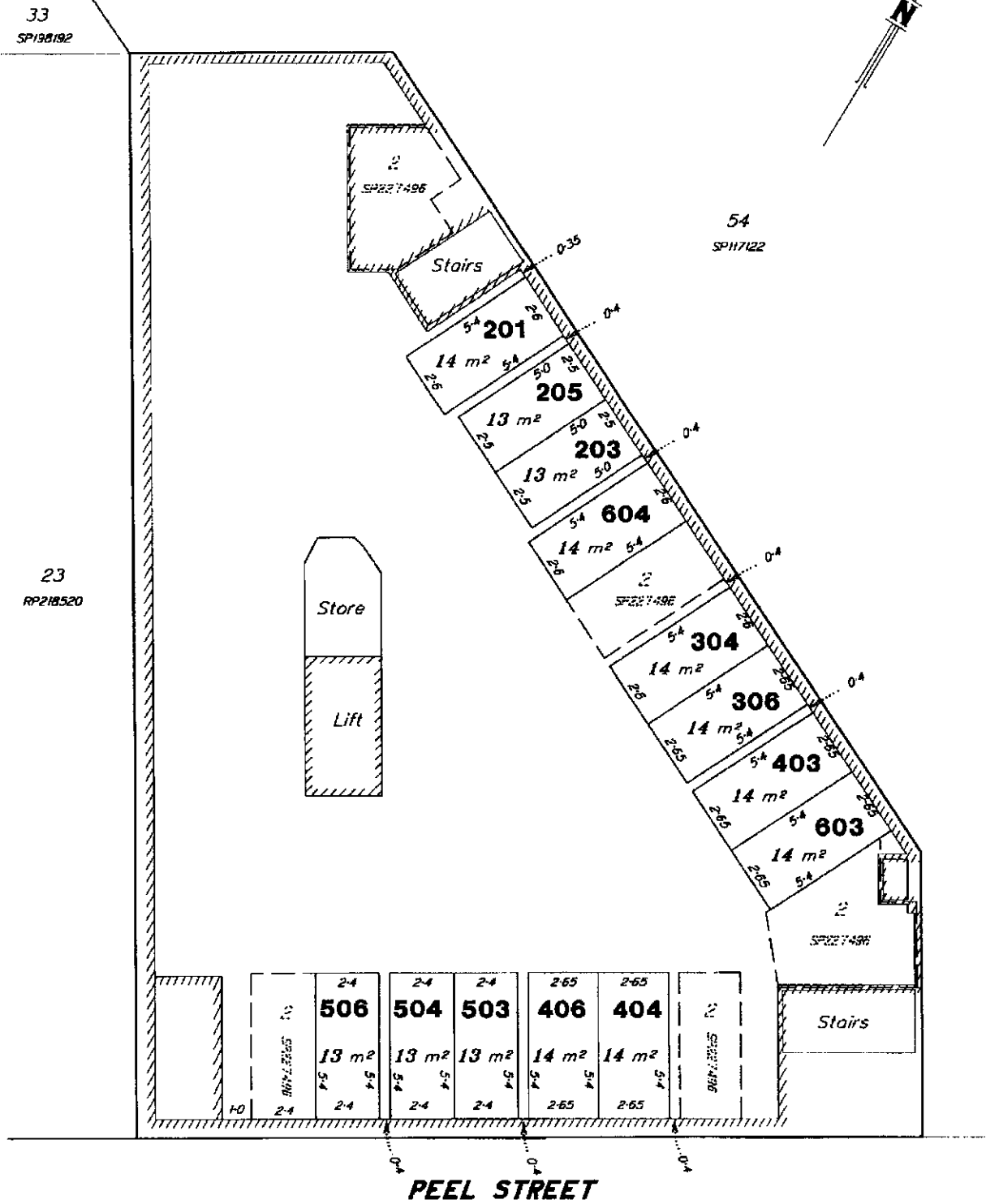
23
RP218520

54
SP117122

PEEL STREET



LEVEL C
Basement 1



18 August 2025

Search X

Ref

Fee 84.10 Paid

Archers BCM (Brisbane) Pty Ltd
ABN: 34 010 611 695

Please find enclosed a Body Corporate Certificate pursuant to Section 205 of the Body Corporate and Community Management Act 1997. The figures contained within the certificate are current as of today's date and are subject to change.

The fee charged of \$84.10 will allow for the Certificate to be provided within 5 business days. Please note these charges are perscribed under the relevant legislation.

If you require a updated Certificate within 3 months at the perscribed fee or financial documents prior to settlement, these can be ordered from our website
<https://abcm.com.au/forms/>

Should you require any further information please contact our office.

Yours faithfully,



Body Corporate Manager
For the Secretary

BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

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

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

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

- 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; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

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

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.

The information in this certificate is issued on 18/08/2025

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.

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 the community titles scheme

THE CAPITOL APARTMENTS

CTS No. **44636**

Body corporate manager

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

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Katrina Whitehouse**

Phone: **(07) 3220 9400**

Company: **Archers BCM (Brisbane) Pty Ltd**

Email: **brisbane@abcm.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **307**

Plan type and number: **227497**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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.

The regulation module that applies to this scheme is the:

Accommodation

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

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

Is the scheme part of a layered arrangement of community titles schemes?

No

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.

Building management statement

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

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

Yes

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

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

Exclusive use areas

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

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

Yes

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
12/09/13	201	Area 201 on Plan 024731.02, Bylaw12	Carparking
12/09/13	302	Area 302 on Plan 024731.02, by law 12	Carpark
12/09/13	306	Area 306 on EU Plan 024731.02, bylaw 12	

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for 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: **37.00**

Total contribution schedule lot entitlements for all lots: **2,992.00**

Interest schedule

Interest schedule lot entitlement for the lot: **98.00**

Total interest schedule lot entitlements for all lots: **9,997.00**

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)

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

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **307** for the current financial year: \$ **\$5,929.48**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **20** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
01/05/24	823.60	658.88	01/05/24
01/08/24	823.60	658.88	05/08/24
01/11/24	2,141.14	1,712.91	13/11/24
01/02/25	2,141.14	1,712.91	24/01/25
01/05/25	1,482.37	1,185.90	01/05/25
01/08/25	1,482.37	1,185.90	12/08/25
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$0.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot **307** for the current financial year: \$ **\$1,768.38**

Number of instalments: **2** (outlined below)

Discount for on-time payments (if applicable): **20** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
01/05/24	884.19	707.35	01/05/24
01/08/24	884.19	707.35	05/08/24
01/05/25	425.09	340.07	01/05/25
01/08/25	425.09	340.07	12/08/25
Amount overdue			\$0.00
Amount Unpaid including amounts billed not yet due			\$0.00

Special contributions - Administrative Fund (IF ANY)

Date determined: / / (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
----------	------------	--------------------------------	------

Amount overdue **Nil**
Amount Unpaid including amounts billed not yet due **\$0.00**

Special contributions - Sinking Fund (IF ANY)

Date determined: / / (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
----------	------------	--------------------------------	------

Amount overdue **Nil**
Amount Unpaid including amounts billed not yet due **Nil**

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/05/24	152.87	122.30	01/05/24
Insurance Fund	01/08/24	152.87	122.30	05/08/24
Insurance Fund	01/11/24	144.88	115.90	13/11/24
Insurance Fund	01/02/25	144.88	115.90	24/01/25
Insurance Fund	01/05/25	148.87	119.10	01/05/25
Insurance Fund	01/08/25	148.87	119.10	12/08/25

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
---------	------	--------	----------	--------

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	Nil

(An amount in brackets indicates a credit or a payment made before the due date)

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

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.

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?

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 28/04/22

Current sinking fund balance (as at date of certificate): \$ 453,642.07

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
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Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

The body corporate does not have any assets that it is required to record in its register

Description	Type	Acquisition	Supplier	Type	Original Cost	Cost To Date	Market Value
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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

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU UNDERWRITING	HU0006044173	43,575,684.00	60,361.36	01/05/26	\$2,000 All Other \$5,000 Water Damage/ \$500 Machinery Breakdown
PUBLIC LIABILITY CHU UNDERWRITING	HU0006044173	20,000,000.00	Included	01/05/26	\$2,000 All Other \$5,000 Water Damage/ \$500 Machinery Breakdown
OFFICE BEARERS CHU UNDERWRITING	HU0006044173	2,000,000.00	Included	01/05/26	\$2,000 All Other \$5,000 Water Damage/ \$500 Machinery Breakdown
MACHINERY BREAKDOWN CHU UNDERWRITING	HU0006044173	100,000.00	Included	01/05/26	\$2,000 All Other \$5,000 Water Damage/ \$500 Machinery Breakdown
CONTENTS CHU UNDERWRITING	HU0006044173	468,831.00	Included	01/05/26	\$2,000 All Other \$5,000 Water Damage/ \$500 Machinery Breakdown

Alternative insurance

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

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

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

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

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

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

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.

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'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

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.

Has the body corporate engaged a caretaking services contractor for the scheme?

Yes - Name of caretaking service contractor engaged: HJN Property Investment Pty Ltd

Has the body corporate authorised a letting agent for the scheme?

Yes - Name of authorised letting agent: HJN Property Investment Pty Ltd

Embedded network electricity supply

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

No


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

Body corporate authority

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

Name/s Archers BCM (Brisbane) Pty Ltd

Positions/s held Body Corporate Manager

Date 18/08/2025 

Signature/s _____

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

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF THE SCHEME LAND

This Scheme is not being further developed.

SCHEDULE C BY-LAWS THE CAPITOL APARTMENTS COMMUNITY TITLES SCHEME**1. Definitions and Interpretations****1.1 Definitions**

In these By-laws:

- (1) **"Act"** means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) **"Body Corporate"** means the body corporate for the Scheme;
- (3) **"Body Corporate Asset"** means body corporate asset for the Scheme;
- (4) **"Building"** means the buildings or parts of buildings, on or comprising the Scheme land;
- (5) **"Common Property"** means the common property for the Scheme;
- (6) **"Common Property Facilities"** means the swimming pool, pool area, outside seating area and associated facilities situated on the Common Property;
- (7) **"Costs"** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature, and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (8) **"Customer"** means any Owner or occupier of a Lot to whom a Service is supplied by the Body Corporate or by a Supplier;
- (9) **"Development Approval"** means development approvals and permits issued by a government agency (including those of an assessing authority or referral agency for a development approval or development permit) for the development of the Scheme land and includes:
 - (a) Negotiated Decision Notice pursuant to a decision of the Local Government delegate made on 14 September 2010, Application reference A002032142; and
 - (b) any replacement, variation or modification of any such relevant approval.
- (10) **"Improvements"** means:
 - (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (11) **"Invitees"** means each of the Owner's occupiers, agents, visitors, tenants, licensees or other (with or without invitation) who may be on a Lot or the Scheme land;

- (12) **"Local Government"** means the local government for the area in which the Scheme land is located;
- (13) **"Lot"** means a lot in the Scheme;
- (14) **"Manager's Lot"** means Lot 303 in the Scheme or such other Lot as may be nominated by the Original Owner from time to time;
- (15) **"Original Owner"** means Hudpac Corporation No. 2 Pty Ltd ACN 125 009 298 as trustee of the Hudpac No. 2 Trust.
- (16) **"Owner"** means the registered owner of a Lot and includes the Owner's Invitees;
- (17) **"Related Entity"** has the same meaning as that given to "Related Body Corporate" in section 9 of the Corporations Law.
- (18) **"Requirement"** means any requirement or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes:
 - (a) the provisions of any statute, ordinance or by-laws; and
 - (b) the Development Approval;
- (19) **"Scheme"** means The Capitol Apartments Community Titles Scheme containing the Lots and the Common Property;
- (20) **"Service Infrastructure"** means any infrastructure for the provision of Services to the Scheme land; and
- (21) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services, broadband and Pay TV and all other services or systems provided in the Scheme or available for a Lot.
- (22) **"Supplier"** means a Services provider. It includes the Original Owner which may supply Services to the Body Corporate.

1.2 Interpretations

- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
 - (c) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. Obstruction of Common Property

2.1 An Owner must not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to:

- (1) the Common Property or any Body Corporate Asset; or
- (2) any easement giving access to a Lot or the Common Property.

3. Use of Common Property

3.1 An Owner must:

- (1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

4. Improvements to Common Property

4.1 An Owner must not make any Improvements without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the regulation module for the Scheme for making Improvements.

4.2 In giving its consent to any Improvement, the Body Corporate may:

- (1) obtain advice from consultants; and
- (2) recover the Costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.

4.3 Any Improvement made by an Owner:

- (1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
- (2) comply with all Requirements.

- 4.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

5. Garbage Disposal

- 5.1 The Body Corporate may establish a garbage disposal system ("Disposal System") for the Scheme. The Disposal System may provide for:

- (1) permitted means and times for garbage disposal and removal;
- (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
- (3) designation of areas on Common Property for the storage and collection of garbage;
- (4) arrangements for separation and sorting of garbage;
- (5) special requirements for the storage and collection of flammable, toxic or other harmful substances;
- (6) requirements for the disposal of garbage to meet the particular requirements of any Lot; and
- (7) the giving of occupation authorities to a service contractor and/or letting agent engaged or authorised by the Body Corporate.

- 5.2 The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of costs to the Body Corporate of providing services under the Disposal System in accordance with the regulation module for the Scheme.

- 5.3 Each Owner must:

- (1) comply with all Requirements relating to the disposal of garbage;
- (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;
- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage;
- (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage; and
- (5) if a receptacle is provided by the Body Corporate or designated as part of the Disposal System, ensure that garbage for the Owner's Lot is placed in that receptacle or designated area.

- 5.4 Each Owner:

- (1) acknowledges that the Scheme was approved by the Local Government on the basis that the Body Corporate indemnify the Local Government or any contractor of the Local Government which provides refuse collection services to the Scheme against any Costs, loss or damage that the refuse collection vehicles may cause to the Common Property as a result of carrying out refuse collection services. This includes any damage to the pavement and other driving surfaces comprising the Common Property;
- (2) acknowledges that any Costs, loss or damage that does occur to the Common Property as a result of the refuse collection vehicles will be a Cost to the Body Corporate;

- (3) and the Body Corporate releases the Original Owner from any claim, action, suit or demand that an Owner or the Body Corporate may have against that company for procuring the Body Corporate give the indemnity to the Local Government referred to in this By Law.

6. Use of Lots

6.1 An Owner must:

- (1) observe all Requirements in connection with the use of the Owner's Lot;
- (2) maintain the Owner's Lot in good order and condition, including preventing infestation by vermin, insects and other pests;
- (3) promptly replace any glass if broken or cracked;
- (4) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type used for domestic purposes or which is consistent with the permitted use of the relevant Lot;
- (5) give prompt notice to the Body Corporate of any damage to, or defect or disrepair of, the Services or Service Infrastructure;
- (6) not do anything in a Lot which increases the rate of fire insurance payable by the Body Corporate;
- (7) not overload any Services or Service Infrastructure;
- (8) pay to the Body Corporate any Costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
- (9) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
- (10) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
- (11) not carry on or permit any noxious or offensive act, trade, business, occupation or calling from a Lot;
- (12) not cause disturbance to other persons lawfully using any Lot or Common Property;
- (13) not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else;
- (14) ensure that:
 - (a) no vegetation located on a Lot or Common Property shall be felled, lopped or cut;
 - (b) no plants of any type shall be substantially destroyed or removed from any Lot or the Common Property; and
 - (c) any planter boxes situated within a Lot are at all times watertight and do not leak or otherwise allow the escape of fluids onto the Common Property or any other Lot.
- (15) use the Owner's Lot for any purpose which may be illegal or unlawful; and

- (16) not permit any auction sale upon the Common Property without the consent of the Body Corporate.
 - (17) not install or permit to be installed in the Owner's Lot any form of hard flooring (including but not limited to timber or tiles) without the consent of the Body Corporate. In granting its consent the Body Corporate may impose any conditions it considers appropriate and any such consent will be deemed to include a condition (whether or not such condition is expressed) that the flooring achieves a minimum Field Impact Isolation Classification of 60. The Body Corporate may require the removal and replacement at the Owner's cost of any flooring installed in breach of this By-law or which does not comply with all conditions of the Body Corporate's consent.
 - (18) ensure that all balconies and terraces shown on the approved drawings and documents for the Scheme remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the relevant 'Brisbane City Plan 2000 – Residential Code' and clearly depicted on the approved drawings for the Scheme. Owner's acknowledge that this is a requirement of Brisbane City Council and Body Corporate consent will not be given to any enclosure which would breach this requirement.
- 6.2 While Hudpac Corporation No. 2 Pty Ltd ACN 125 009 298 as trustee of the Hudpac No. 2 Trust is the Owner of any Lot, it will be entitled to:
- (1) use as a display lot any Lot or Lots of which it is the Owner;
 - (2) use such signs, including for sale signs, advertising or display material in or about the Lot or Lots and the Common Property as it thinks fit. Any signs erected pursuant to this By-law must be attractive and tasteful, having regard to the general aesthetics and amenity of the Scheme and the signs must not at any time be more, in number and size, than is reasonably necessary;
 - (3) conduct an auction sale within the Building for any Lot that it is the Owner; and
 - (4) pass over the Common Property, with any other people authorised by it and with vehicles and machinery without the necessity of obtaining any Body Corporate consent.
- 6.3 All Lots, other than the Manager's Lot must be used for residential purposes only.
- 6.4 The Manager's Lot may be used as a residence and for managing the Building and letting Lots in the Building or may be let by the Original Owner to any third party.
- 7. Appearance of Lot**
- 7.1 An Owner must not, without the consent of the Body Corporate:
- (1) erect any external blinds to a Lot;
 - (2) erect any outside wireless or television aerials;
 - (3) make any alterations to the outside appearance of a Lot;
 - (4) make any structural alterations to a Lot;
 - (5) install curtains or blinds other than with a white backing; or
 - (6) install any externally mounted air conditioning units or other mechanical plant.

7.2 An Owner must not without the consent of the Brisbane City Council and the consent of the Body Corporate alter or replace any external sun control devices fitted to balconies or windows.

7.3 In respect of any request by an Owner under clause 7.1 or 7.2, the Body Corporate may consent, withhold its consent or grant its consent subject to conditions. In relation to a request pursuant to clause 7.1(6), any consent by the Body Corporate for such request will be subject to the following conditions:

- (1) in respect of any individual external air conditioning units, the Owner must, at its cost, first obtain the consent of the Brisbane City Council;
- (2) no externally mounted air conditioning unit or other mechanical plant must be visible from any adjoining property; and
- (3) any externally mounted air conditioning unit or other mechanical plant which may be located on the roof, wall or garden areas within the Common Property are to be appropriately screened or shaped according to the acoustic requirements of the Brisbane City Council and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden areas comprising the Common Property in which the proposed air conditioning unit or mechanical plant is to be located.

8. Right of Entry

8.1 The Body Corporate may (on the giving of notice required by the Act) enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

- (1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests;
- (2) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure; and
- (3) carry out any fumigation or other pest control the Body Corporate may determine is necessary to ensure that the Common Property and Lots are kept free of pests and other infestations at all times.

8.2 In case of emergency no notice will be required under By-law 8.1.

8.3 Anything undertaken by the Body Corporate under this By-law 8 will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.

8.4 In exercising its rights under this By-law 8 the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

9. Body Corporate Rights

9.1 Subject to the provisions of the Act and the regulation module for the Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner, including, without limitation:

- (1) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure; and

- (2) determining rules under which persons are given access to any part of the Common Property.

9.2 The committee of the Body Corporate must ensure that any parts of the Common Property used for:

- (1) electrical substations or control panels;
- (2) fire service control panels;
- (3) telephone exchanges; and
- (4) other services to the Lots and the Common Property;

are kept locked unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the committee of the Body Corporate.

10. Security

- 10.1 The Body Corporate may establish a security system and provide security services for the benefit of Owners and the Building.
- 10.2 Any security equipment installed on the Common Property for use in connection with a security system for the Building will remain the property of the Body Corporate and be maintained and repaired at the cost of the Body Corporate, subject to the body Corporate's obligations under the Act and regulation module for the Scheme to recover costs for the provision of those services from users.
- 10.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.
- 10.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners in the Building.
- 10.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because:
 - (1) the security system fails; or
 - (2) there is unauthorised entry to any part of the Common Property or a Lot.
- 10.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security services.
- 10.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.

11. Vehicles

- 11.1 The Owner or the Owner's Invitees must not, without the Body Corporate's written approval:
 - (1) park a vehicle or allow a vehicle to stand on the Common Property; or

- (2) 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 visitor's vehicles.
- 11.2 An approval under By-law 12.1 must state the period for which it is given, with the exception of designated visitor parking.
- 11.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or the Owner's invitees, with the exception of designated visitor parking. Roads and Other Common Property Roads, drives, paths and other Common Property and any easement providing access to the Scheme shall not be obstructed by any Owner or Owner's Invitee or used for any purpose other than the reasonable ingress and egress to and from their Lot or car spaces. An Owner or an Owner's Invitee shall not drive or permit to be driven any vehicle in excess of two (2) tonnes weight into or over the Common Property except for any such vehicles necessary to complete the construction and/or occupation of any Lot, and any vehicles entitled by any statute and or local authority ordinances.
- 11.4 Car Washing
- The Body Corporate shall designate an area of Common Property being a car parking space for use as a car or vehicle washing area. The washing of cars or vehicles elsewhere on Common Property is prohibited.
- 11.5 Bicycle Racks
- Bicycles shall only be stored in the bicycle racks provided by the Body Corporate and it is the responsibility of Owners or the Owner's Invitees to ensure that the bicycles are locked to prevent theft.
- 12. Exclusive Use – Car Parking**
- 12.1 The Owners of the Lots mentioned in Schedule E for the purpose identified as **Car Parking** are entitled to the exclusive use of that part of the Common Property which is identified in Schedule E for car parking.
- 12.2 Owners may agree to reallocate exclusive use car spaces in the way allowed under the Act.
- 12.3 The Body Corporate must take all steps required to formalise the original allocation and agree to reallocations of exclusive use car spaces.
- 12.4 The Owners of Lots with exclusive use rights are responsible for cleaning and maintaining their exclusive use car spaces. By-laws about cleaning, pest control, rubbish removal, use of Lots and appearance of Lots also apply to the exclusive use car spaces. The Body Corporate is responsible for structural maintenance of the exclusive use car spaces.
- 12.5 An Owner must not store boxes, personal effects or any other items (other than a motor car or motor bike) in the car park or on Common Property (to avoid doubt including the exclusive use car space) unless approved by the Body Corporate.
- 12.6 The Body Corporate may at the cost of the Owner remove any items stored (other than a motor car or motor bike) in the car park or on Common Property (including the exclusive use car space). The Body Corporate accepts no responsibility for any loss or damage to items stored in breach of clause 12.5 or for any loss or damage caused by their removal.
- 12.7 Only motor cars and motor bikes are permitted to be parked in the car spaces and these vehicles are at all times to be kept roadworthy.

13. Exclusive Use - Motor Scooter Parking

- 13.1 The Owners of the Lots mentioned in Schedule E for the purpose identified as **Motor Scooter Parking** are entitled to the exclusive use of that part of the Common Property which is identified in Schedule E for motor scooter parking.
- 13.2 Owners may agree to reallocate exclusive use motor scooter spaces in the way allowed under the Act.
- 13.3 The Body Corporate must take all steps required to formalise the original allocation and agree to reallocations of exclusive use motor scooter spaces.
- 13.4 The Owners of Lots with exclusive use rights are responsible for cleaning and maintaining their exclusive use motor scooter spaces. By-laws about cleaning, pest control, rubbish removal, use of Lots and appearance of Lots also apply to the exclusive use motor scooter spaces. The Body Corporate is responsible for structural maintenance of the exclusive use motor scooter spaces.
- 13.5 An Owner must not store boxes, personal effects or any other items (other than a motor scooter or motor bike) in the motor scooter park or on Common Property (to avoid doubt including the exclusive use car space) unless approved by the Body Corporate.
- 13.6 The Body Corporate may at the cost of the Owner remove any items stored (other than a motor scooter or motor bike) in the motor scooter's space or on Common Property (including the exclusive use motor scooter space). The Body Corporate accepts no responsibility for any loss or damage to items stored in breach of clause 13.5 or for any loss or damage caused by their removal.
- 13.7 Only motor scooters and motor bikes are permitted to be parked in the motor scooter spaces and are at all times to be kept roadworthy.

14. Exclusive Use - Storage Spaces

- 14.1 The Owners of the Lots mentioned in Schedule E for the purpose identified as **Storage** are entitled to the exclusive use of that part of Common Property for storage purposes only which is identified in Schedule E.
- 14.2 The Owners of Lots may agree to reallocate exclusive use storage spaces in the way allowed under the Act.
- 14.3 The Body Corporate must take all steps required to formalise the original allocation and agree to reallocations of exclusive use storage spaces.
- 14.4 The Owners of Lots with exclusive use rights are responsible for cleaning and maintaining their exclusive use storage spaces. By-laws about cleaning, pest control, rubbish removal, use of Lots and appearance of Lots will also apply to the exclusive use storage spaces. The Body Corporate is responsible for structural maintenance of the exclusive use storage spaces.

15. Keeping of Animals

- 15.1 Subject to section 143 of the Act, an Owner must not, without the Body Corporate's approval, bring onto or keep any animal on a Lot or the Common Property.

16. Invitees

- 16.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use

of the Common Property or an Owner's Lot.

16.2 An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.

16.3 An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By-laws.

17. Service Infrastructure

17.1 The Body Corporate may clean, repair, maintain or renovate any Service Infrastructure as it deems necessary for the preservation of the Services and Service Infrastructure.

17.2 If Service Infrastructure is located within a Lot (other than in a Building), the Owner of the relevant Lot authorises and licences the Body Corporate to enter the Lot to undertake works in respect of the maintenance and repair of Service Infrastructure ("Service Works").

17.3 The Body Corporate may charge an Owner which uses any Service Infrastructure any Cost incurred by the Body Corporate in supplying any Service or undertaking any other duties pursuant to this By-law in respect to the Service Infrastructure.

17.4 The Body Corporate may issue an account or accounts for any amounts recoverable under this By-law which must be paid within 14 days.

17.5 If the Owner is not the occupier of the Lot then the Owner is jointly and severally liable with the occupier for payment of accounts issued by the Body Corporate under this By-law.

17.6 The Body Corporate may include the Cost charged to the Owner under this By-law in any notice or contribution payable to the Body Corporate by the Owner of the relevant Lot.

17.7 If any account is not paid on the due date then:

- (1) the Body Corporate may sue the person liable for payment of the account as a liquidated debt;
- (2) the Body Corporate may disconnect or discontinue the supply of the Service or the right to use the Service Infrastructure to the relevant Lot until the amount outstanding is paid.

17.8 In exercising the rights under this By-law, the Body Corporate:

- (1) may engage contractors to undertake the Service Works;
- (2) must take reasonable steps to minimise disruption to the Owner in undertaking Service Works and make good all damage caused to the Lot in undertaking Service Works; and
- (3) give reasonable notice in writing to the Owner of the requirement for Service Works and arrangements for them (except in the case of an emergency in which case no notice is requested).

18. Request to Secretary

- 18.1 An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the committee of the Body Corporate to the secretary of the Body Corporate or the Body Corporate manager.

19. Notices

- 19.1 All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.

20. Outstanding Levies may be Recovered

- 20.1 An owner must pay on demand the whole of Body Corporate's Costs (including solicitor and own client Costs and administrative and secretarial Costs plus any GST properly chargeable in respect of those Costs) in connection with:
- (1) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied on the Owner by the Body Corporate, or otherwise pursuant to these By-laws;
 - (2) all legal or other proceedings concluded by way of settlement or court determination in favour of the Body Corporate taken by or against the Owner of a Lot.
- 20.2 The amount of any such Costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- 20.3 If the Owner fails to pay any such Costs upon demand the Body Corporate:
- (1) may take action for the recover of those Costs in a court of competent jurisdiction; and/or
 - (2) enter such Costs against the levy account of the Owner.

21. Copy of By-laws

- 21.1 Owners must provide any tenant or other occupier of a Lot with a copy of these By-laws. A copy may be provided electronically.

22. Use of Common Property Facilities

- 22.1 All Owners and occupiers of Lots may use the Common Property Facilities subject to the following rules which, where appropriate also apply to all Invitees of the Owners and occupiers of Lots.
- (1) The Common Property Facilities shall not be used by guests or Invitees unless accompanied by an Owner or occupier of a Lot;
 - (2) Children under the age of 13 shall at all times be accompanied by an adult Owner or occupier;
 - (3) Alcohol shall not be consumed in or around the swimming pool but may be consumed in and around the outside seating area;

- (4) Running, rough play in or out of the swimming pool, excessive splashing, improper diving from the sides or running and jumping into the swimming pool to create a large splash (bombing) is prohibited;
 - (5) Food, glass, breakable items, pets shall not be brought into the swimming pool area;
 - (6) Soap, bubble bath or shampoo are not to be used in the swimming pool;
 - (7) The hours of use for the swimming pool, pool area and barbeque area are from 6.00am to 9.00pm daily;
 - (8) The hours of use of the swimming pool filter and pump are from 9.00am to 7.00pm daily.
 - (9) The outside seating and pool areas are to be left in a clean and tidy state after use. Failure to comply may result in the Owner or occupier incurring a cleaning cost;
 - (10) The Body Corporate may operate a reservation system for the use of the Common Property Facilities.
- 22.2 The Body Corporate may as required from time to time make other rules regarding the use of the Common Property Facilities.

23. Building Management Statement

- 23.1 All owners and occupiers of a Lot shall observe from time to time the terms and conditions of the Building Management Statement (BMS) that affects the Scheme. The Body Corporate shall appoint one of its Committee members as its representative on any Management Group established under the BMS.
- 23.2 Nothing in these By-laws gives the Owner or occupier of a Lot consent to do anything which is prohibited or regulated by the BMS.
- 23.3 A consent under these By-laws does not relieve the Owner or occupier of a Lot from obligations to obtain necessary consents under the BMS, if they are required.
- 23.4 If there is any inconsistency between a By-law and the BMS, the Body Corporate must amend the inconsistent By-law to make it consistent with the BMS.
- 23.5 The Body Corporate may add, change or cancel a By-law only if:
- (1) it complies with any provision in the BMS in regard to adding, changing or cancelling the By-law;
 - (2) it consults with the Building Management Committee before making the addition, change or cancellation; and
 - (3) the addition, change or cancellation does not conflict with the BMS.

24. Supply of Services

24.1 The Body Corporate may obtain the supply of a Service or Services for the Scheme from a Supplier or may engage a Supplier to supply Services to Customers. The Body Corporate may enter into an agreement with the Supplier on terms decided by the Body Corporate and may then on supply the Services to Customers or permit the Supplier to supply Services to the Customers. In such case, the following provisions will apply:

- (1) The Body Corporate has the power to enter into a contract or any other agreement for the supply of Services for the Scheme on such terms as the Body Corporate may determine in its absolute discretion. This includes entering into any agreement with the Original Owner or any Related Entity of the Original Owner in respect of the supply of such Services;
- (2) The Body Corporate has the power to sell the Services to each Customer and to enter into any contract or other agreement with each Customer on terms acceptable to the Body Corporate;
- (3) The Body Corporate has the power to appoint a Supplier to provide the Service necessary for the Body Corporate to sell the Services. This includes any right to subcontract or otherwise delegate such powers to a Supplier;
- (4) Where the Service supplied is electricity, then each Owner or occupier must purchase all electricity consumed in their respective Lot direct from the Body Corporate (or the Supplier) and must not purchase electricity from any other source;
- (5) Customers who accept or use the supply of Services by or through the Body Corporate shall, in consideration of the supply, comply with this bylaw and the terms and conditions of supply adopted by the Body Corporate from time to time (**Service Supply Conditions**). A copy of the Service Supply Conditions shall be made available by the Body Corporate on request to Owners or occupiers. On acceptance or use of the supply of the Service, the Service Supply Conditions shall constitute an agreement between the Owner or occupier and the Body Corporate (or the Supplier as the case may be). The Service Supply Conditions form an agreement separate to this bylaw;
- (6) The Body Corporate (or the Supplier) will render accounts to each Customer and those accounts must be paid in accordance with the Service Supply Conditions or, if no such terms and conditions are specified, within 14 days of demand by the Body Corporate;
- (7) A Customer is liable, jointly and severally with any person liable to pay a Services account issued by the Body Corporate in relation to that Owner's lot under these bylaws;
- (8) If a proper account for the supply of a Service is not paid by the due date for payment, the Body Corporate may recover the amount of the unpaid account (whether or not a formal demand has been made), together with Costs on a full indemnity basis as a liquidated debt to it in any court of competent jurisdiction and/or disconnect the supply of the Services to the relevant Lot;
- (9) The Body Corporate will, from time to time, determine the security deposit to be paid by each Customer connected for the supply of Services as a guarantee against non payment of accounts for the supply of Services. The Owner or occupier must pay the security deposit on demand to the Body Corporate;
- (10) The Body Corporate shall arrange for the installation of any meter necessary to read the supply of Services to a Lot. However, if it is not appropriate to install meters or similar devices in respect of a particular Service, then the Body Corporate must devise a fair method of calculating how much of each Service each Customer has used;

- (11) The Body Corporate is not responsible for the accuracy or correct operation of any meter for a Service for a Lot, except to the extent that it is responsible under a relevant law. Customers must ensure that no person associated with a Customer or their Lot interferes with any meter or equipment used for the supply or measure of supply of a Service to a Lot;
- (12) The Body Corporate must, if asked, disclose the amount of any outstanding Services accounts for a Lot to a proposed transferee of that Lot. The transferee must have the written authority of the Owner of the relevant Lot;
- (13) When a Customer transfers the Customer's interest in a Lot, the transferee becomes a party to the agreement constituted by the Service Supply Conditions by accepting the supply or by continuing to use the Service. The original Customer is released from the obligation imposed under this By-law and the Service Supply Conditions only when all obligations of the Customer have been satisfied;
- (14) If the Owner of a Lot is not the occupier of the Lot, then the Owner is jointly and severally liable with the occupier for payment of accounts for Services supplied to the Lot;
- (15) The Body Corporate:
 - (a) does not have to supply Services beyond the extent that the relevant Services supplier could supply them at any time; and
 - (b) is not liable for damage or loss suffered to persons or property because of a failure of the supply of the Service, whether caused by the Body Corporate, its servants and agents, or any other person or through any cause whatsoever, including negligence.
- (16) The Body Corporate will have no obligation to provide the Service to a Customer if:
 - (a) the Body Corporate agreement with the Supplier is terminated;
 - (b) the Supplier does not provide the Service for any reason;
 - (c) the Customer does not comply with this By-law or the Service Supply Conditions; or
 - (d) the Customer does not pay for the supply of the Service by the due date;
- (17) Nothing in this By-law obliges an Owner or occupier of a Lot to buy Services from the Body Corporate. However, this does not apply with respect to electricity;
- (18) A Customer or the Body Corporate may chose to end the supply of a Service to the Customer's Lot by giving at least 90 days written notice.

25. Noise

- 25.1 An Owner or occupier of a Lot and their Invitees shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment by other Owners or occupiers of Lots or of any person lawfully using the Common Property. In particular, no Owner or occupier of a lot shall hold or permit to be held any social gathering in their lot which would cause any noise which unlawfully interferes with the peace and enjoyment of any other Owner or occupier of a Lot, at any time of day or night and in particular, should comply in all respects with the Noise Abatement Act 1979 and the Environmental Protection (Noise) Policy 1997, as amended.
- 25.2 If there is any unavoidable noise in a Lot at any time, the Owner or occupier of that Lot shall take all practical means to minimise annoyance to other Owners or occupiers of Lots by using soundproofing

insulation equipment, closing all doors, windows and curtains to their Lot and also to take any further steps as may be within their power to minimise such noise.

- 25.3 Invitees leaving after 11.00pm should be requested by the Owner or occupier to leave quietly. Quietness must also be observed when an Owner or occupier of a Lot returns to their dwelling after 11.00pm and before 7.00am.
- 25.4 An Owner or occupier of a Lot shall not operate or permit to be operated within the Scheme any radio, 2-way radio, short-wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliances or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.
- 25.5 An Owner or occupier of a Lot shall not play any musical instrument, use any radio, television, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with the peaceful enjoyment of other Owners or occupiers of lots or any person lawfully using the Common Property.

26. Pay Television / Television antennae

- 26.1 The Body Corporate may allow a pay television or free to air television supplier to install equipment on the Common Property and connect that equipment to any common electricity supply to provide for pay television or free to air television connections to Lots. The Body Corporate may enter into an agreement for that purpose. However, the Body Corporate is not responsible for the quality of the transmission of any television service.

SCHEDULE D	ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)
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The location of service easements are shown in the attached Service Location Diagram 024731.04.

The lots affected by statutory easements are as follows:

Type of Statutory Easement	Lots Affected	Service Location Diagram
Support, Water, Electricity, Gas, Computer Data, Telephone Services, Sewer, Drainage and Shelter	Common Property of The Capitol Apartments CTS	See Plan 024731.04
Support, Water, Electricity, Gas, Computer Data, Telephone Services, Sewer, Drainage and Shelter	Lots 201-205, 301-309, 401-409, 501-509, 601-609, 701-709, 801-809, 901-909, 1001-1009 on SP 227497	See Plan 024731.04

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THE CAPITOL APARTMENTS CTS 44636

BALANCE SHEET

AS AT 30 APRIL 2025

	ACTUAL 30/04/2025	ACTUAL 30/04/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	48,387.01	45,103.40
Sinking Fund	413,910.54	358,586.37
<u>TOTAL</u>	<u>\$ 462,297.55</u>	<u>\$ 403,689.77</u>

THESE FUNDS ARE REPRESENTED BY

ASSETS

Cash At Bank	230,309.30	171,316.30
Investment - Macquarie 1	80,000.00	80,000.00
Investment - Macquarie 2	150,000.00	150,000.00
Investment - Macquarie 3	100,000.00	100,000.00
Prepayments	4,124.40	6,437.32
Accrued Interest	2,361.56	2,409.23
Levies Billed - Not Yet Due	169,433.55	153,694.65
Levies Rec'd - Not Yet Billed	7,488.82	19,441.03
Levies In Arrears	2,842.82	198.47
Other Arrears	1,920.34	2,337.58
Sundry Debtors	5,824.40	0.00
<u>TOTAL ASSETS</u>	<u>754,305.19</u>	<u>685,834.58</u>

LIABILITIES

G S T Clearing Account	(1,721.44)	(1,245.34)
Provision For Income Tax	2,006.41	3,151.80
Creditors	11,543.60	1,629.62
Sundry Creditors	6,958.00	6,243.18
Accrued Expenses	1,220.89	3,606.99
Next Year Discounts	(25,646.05)	(22,930.96)
Levies Billed - Not Yet Due	154,030.50	139,722.41
Levies Rec'd - Not Yet Billed	6,808.05	17,673.71
All Levies Rec'd In Advance	136,807.68	134,293.40
<u>TOTAL LIABILITIES</u>	<u>292,007.64</u>	<u>282,144.81</u>

NET ASSETS

<u>\$ 462,297.55</u>	<u>\$ 403,689.77</u>
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THE CAPITOL APARTMENTS CTS 44636

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	BUDGET 01/05/24-30/04/25	VARIANCE %	ACTUAL 01/05/23-30/04/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	435,897.39	435,898.00	100.00	242,183.51
Discount - Admin Fund	(79,821.52)	(87,180.00)	91.56	(43,740.46)
Levies - Insurance	55,224.44	55,225.00	100.00	56,706.48
Discount - Insurance	(10,110.77)	(11,045.00)	91.54	(10,294.37)
<u>TOTAL ADMIN. FUND INCOME</u>	401,189.54	392,898.00		244,855.16
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>AIRCONDITIONING</u>				
A/C - Repairs	1,860.00	1,200.00	155.00	1,030.00
<u>BANK CHARGES</u>				
Transaction Fees	72.00	75.00	96.00	56.40
<u>BODY CORPORATE MANAGEMENT</u>				
Audit Assistance Fee	0.00	700.00	0.00	0.00
Business Activity Statements	1,060.00	1,100.00	96.36	1,052.50
Disbursements	7,196.87	6,800.00	105.84	6,985.79
Secretarial Fees - Additional	2,359.00	2,000.00	117.95	1,750.10
Secretarial Fees	11,360.54	11,430.00	99.39	10,887.92
Disbursements - Additional	1,748.63	2,000.00	87.43	2,090.64
<u>CARETAKER</u>				
Caretaker	199,640.52	199,640.00	100.00	191,962.08
Caretaker Reimbursements	1,600.00	0.00		0.00
<u>CLEANING</u>				
Cleaning - General	6,935.06	8,000.00	86.69	5,832.39
Cleaning - Grease Trap	821.73	0.00		0.00
<u>COMMUNITY POWER</u>				
Electricity	15,880.73	18,000.00	88.23	16,522.76
<u>COUNCIL FEES</u>				
Backflow Registration	380.00	400.00	95.00	365.00
Water Rates - No Gst	8,444.78	10,000.00	84.45	8,870.19
<u>FIRE CONTROL</u>				
Fire - Contract	4,411.00	8,000.00	55.14	4,824.94
Fire - Evacuation Plan	250.00	0.00		380.00
Fire - Repairs & Maintenance	10,248.84	6,000.00	170.81	6,895.59

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THE CAPITOL APARTMENTS CTS 44636

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/24-30/04/25	01/05/24-30/04/25	%	01/05/23-30/04/24
Fire - False Alarms	5,824.40	1,500.00	388.29	1,456.10
Fire - Qfes Monitoring	2,762.41	3,000.00	92.08	2,833.74
Fire - Training	640.00	700.00	91.43	708.00
Fire Safety Advisor	500.00	500.00	100.00	0.00
Fire - Evacuation Practice	0.00	400.00	0.00	0.00
Fire - Occupier's Statement	200.00	200.00	100.00	0.00
Fire - Annual Audit	804.55	805.00	99.94	0.00
<u>GENERAL EXPENSES</u>				
Parking Agreement	4,181.40	4,600.00	90.90	1,380.00
<u>INSURANCE</u>				
Insurance	40,132.90	40,200.00	99.83	41,519.76
Insurance - Stamp Duty	3,934.17	3,980.00	98.85	4,076.02
Insurance - Claims	47,109.94	0.00		0.00
Insurance - Refunds	(42,564.49)	0.00	0.00	(2,200.00)
<u>LEASES</u>				
Lease & Rental Payments	12,480.00	13,728.00	90.91	12,000.00
<u>LIFT EXPENSES</u>				
Lift - Contract	11,619.22	9,400.00	123.61	14,643.67
Lift - Repairs & Maintenance	1,389.00	500.00	277.80	488.00
Lift - Registration Fee	819.98	800.00	102.50	802.88
Lift - Telephone Fee	593.88	500.00	118.78	260.11
<u>PAY SERVICES</u>				
Software Subscription	222.50	0.00		0.00
<u>PEST CONTROL</u>				
Pest Control	872.72	1,000.00	87.27	872.72
<u>POOL EXPENDITURE</u>				
Pool - Repairs & Maintenance	3,277.86	4,000.00	81.95	3,087.87
Pool Safety Inspections	234.26	300.00	78.09	224.26
<u>PROFESSIONAL FEES</u>				
Audit Fees	0.00	1,520.00	0.00	0.00
Consultancy Fees	0.00	2,000.00	0.00	1,277.50
Prep Of Income Tax Return	220.00	220.00	100.00	220.00
Work Place Health & Safety	881.82	0.00		0.00
<u>REPAIRS & MAINTENANCE</u>				
R & M - Building	6,709.99	10,000.00	67.10	7,282.33

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THE CAPITOL APARTMENTS CTS 44636

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/24-30/04/25	01/05/24-30/04/25	%	01/05/23-30/04/24
R & M - Gardens & Grounds	0.00	500.00	0.00	0.00
R & M - Electrical	11,217.24	9,000.00	124.64	8,989.53
R & M - Plumbing	5,039.52	3,000.00	167.98	1,811.33
R & M - Security System	586.36	1,000.00	58.64	762.27
<u>SECURITY</u>				
Security	3,946.60	4,200.00	93.97	1,295.30
<u>YEAR END ADJUSTMENTS</u>				
Prior Year Expense	0.00	0.00	0.00	1,482.60
<u>TOTAL ADMIN. EXPENDITURE</u>	397,905.93	392,898.00		364,780.29
<u>SURPLUS / DEFICIT</u>	<u>\$ 3,283.61</u>	<u>\$ 0.00</u>		<u>\$ (119,925.13)</u>
Opening Admin. Balance	45,103.40	45,103.40	100.00	165,028.53
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 48,387.01</u>	<u>\$ 45,103.40</u>		<u>\$ 45,103.40</u>

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	BUDGET 01/05/24-30/04/25	VARIANCE %	ACTUAL 01/05/23-30/04/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	130,000.10	125,000.00	104.00	260,000.12
Discount - Sinking Fund	(23,827.87)	(25,000.00)	95.31	(47,397.67)
Interest Income	15,452.05	0.00		10,957.37
Interest Receivable	(47.67)	0.00	0.00	575.12
<u>TOTAL SINKING FUND INCOME</u>	121,576.61	100,000.00		224,134.94
<u>EXPENDITURE - SINKING FUND</u>				
Building Repairs	15,343.00	35,249.00	43.53	64,862.96
Building Wash Down	9,480.00	0.00		0.00
Cleaning	11,352.00	0.00		5,844.00
Consultancy - Professional	0.00	0.00	0.00	8,247.68
Electrical	5,528.00	0.00		0.00
Income Tax	2,370.61	1,500.00	158.04	3,249.00
Payg Instalments	2,796.89	0.00		0.00
Painting - Exterior	0.00	0.00	0.00	110,954.00
Pool Pump	1,895.25	0.00		0.00
Plumbing Work	16,152.14	0.00		0.00
Security System	0.00	0.00	0.00	1,008.18
Signage	0.00	0.00	0.00	9,735.00
Pool Equipment	1,334.55	0.00		0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	66,252.44	36,749.00		203,900.82
<u>SURPLUS / DEFICIT</u>	<u>\$ 55,324.17</u>	<u>\$ 63,251.00</u>		<u>\$ 20,234.12</u>
Opening Sinking Fund Balance	358,586.37	358,586.37	100.00	338,352.25
<u>SINKING FUND BALANCE</u>	<u>\$ 413,910.54</u>	<u>\$ 421,837.37</u>		<u>\$ 358,586.37</u>

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THE CAPITOL APARTMENTS CTS 44636

ACCOUNTS SUMMARY

1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1211	Administrative Fund	A/C - REPAIRS	
28/01/25	Svc works 22/1	A Grade Air	467.50
28/01/25	GST		-42.50
11/02/25	Vent svc repr 7/2	A Grade Air	913.00
11/02/25	GST		-83.00
07/03/25	Prev maint 28/2	A Grade Air	264.00
07/03/25	GST		-24.00
07/03/25	Prev maint 13/2	A Grade Air	66.00
07/03/25	GST		-6.00
30/04/25	Prev Maint 7/12	Sundry Creditors@30/04/25	335.50
30/04/25	GST		-30.50
	Total:		1,860.00
1230	Administrative Fund	TRANSACTION FEES	
03/05/24	StrataPay BPay Fees		1.10
03/05/24	GST		-0.10
16/05/24	StrataPay Trans Fee		1.60
16/05/24	GST		-0.15
05/06/24	StrataPay BPay Fees		1.10
05/06/24	GST		-0.10
03/07/24	StrataPay BPay Fees		0.55
03/07/24	GST		-0.05
26/07/24	StrataPay Trans Fee		1.60
26/07/24	GST		-0.15
30/07/24	StrataPay Trans Fee		12.80
30/07/24	GST		-1.16
05/08/24	StrataPay BPay Fees		0.55
05/08/24	GST		-0.05
16/08/24	StrataPay Trans Fee		1.60
16/08/24	GST		-0.15
03/10/24	StrataPay BPay Fees		1.10
03/10/24	GST		-0.10
22/10/24	StrataPay Trans Fee		1.60
22/10/24	GST		-0.15
30/10/24	StrataPay Trans Fee		12.80
30/10/24	GST		-1.16
01/11/24	StrataPay Trans Fee		1.60
01/11/24	GST		-0.15
05/11/24	StrataPay BPay Fees		0.55
05/11/24	GST		-0.05
05/11/24	StrataPay Trans Fee		1.60
05/11/24	GST		-0.15
04/12/24	StrataPay BPay Fees		0.55
04/12/24	GST		-0.05
17/12/24	StrataPay Trans Fee		1.60

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ACCOUNTS SUMMARY

1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1230	Administrative Fund	TRANSACTION FEES	
17/12/24	GST		-0.15
06/01/25	StrataPay BPay Fees		1.65
06/01/25	GST		-0.15
29/01/25	StrataPay Trans Fee		12.80
29/01/25	GST		-1.16
30/01/25	StrataPay Trans Fee		1.60
30/01/25	GST		-0.15
05/02/25	StrataPay BPay Fees		0.55
05/02/25	GST		-0.05
05/02/25	StrataPay Trans Fee		1.60
05/02/25	GST		-0.15
14/02/25	StrataPay Trans Fee		1.60
14/02/25	GST		-0.15
19/02/25	StrataPay Trans Fee		1.60
19/02/25	GST		-0.15
05/03/25	StrataPay BPay Fees		2.20
05/03/25	GST		-0.20
03/04/25	StrataPay BPay Fees		0.55
03/04/25	GST		-0.05
23/04/25	StrataPay Trans Fee		1.60
23/04/25	GST		-0.15
29/04/25	StrataPay Trans Fee		11.20
29/04/25	GST		-1.02
	Total:		72.00
1254	Administrative Fund	BUSINESS ACTIVITY STATEMENTS	
02/07/24	Prep of BAS	Archers Body Corporate M'ment	291.50
02/07/24	GST		-26.50
02/10/24	Prep of BAS	Archers Body Corporate M'ment	291.50
02/10/24	GST		-26.50
13/01/25	Prep of BAS	Archers Body Corporate M'ment	291.50
13/01/25	GST		-26.50
04/04/25	Prep of BAS	Archers Body Corporate M'ment	291.50
04/04/25	GST		-26.50
	Total:		1,060.00
1255	Administrative Fund	DISBURSEMENTS	
31/05/24	Disb.@27/3-30/4/24	Accruals@30/04/24	-92.01
26/06/24	Telephone	Archers Body Corporate M'ment	3.21
26/06/24	GST		-0.29
26/06/24	Photocopying	Archers Body Corporate M'ment	1,932.11
26/06/24	GST		-175.65
26/06/24	Envelopes - DL	Archers Body Corporate M'ment	13.64
26/06/24	GST		-1.24

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THE CAPITOL APARTMENTS CTS 44636

ACCOUNTS SUMMARY

1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1255	Administrative Fund	DISBURSEMENTS	
26/06/24	Envelopes - Other	Archers Body Corporate M'ment	24.31
26/06/24	GST		-2.21
26/06/24	Printing - BCMax	Archers Body Corporate M'ment	6.82
26/06/24	GST		-0.62
26/06/24	Postage	Archers Body Corporate M'ment	171.73
26/06/24	GST		-15.61
26/06/24	Emails	Archers Body Corporate M'ment	453.92
26/06/24	GST		-41.27
26/06/24	Microencoded Forms	Archers Body Corporate M'ment	39.07
26/06/24	GST		-3.55
26/06/24	Elect Funds Transfer	Archers Body Corporate M'ment	80.08
26/06/24	GST		-7.28
26/06/24	Letterhead/Follower	Archers Body Corporate M'ment	23.48
26/06/24	GST		-2.13
26/06/24	Ballot Envelopes	Archers Body Corporate M'ment	53.86
26/06/24	GST		-4.90
26/06/24	Return Envelopes	Archers Body Corporate M'ment	24.99
26/06/24	GST		-2.27
02/07/24	Archive Storage Fee	Archers Body Corporate M'ment	211.75
02/07/24	GST		-19.25
02/07/24	Security & Digital	Archers Body Corporate M'ment	402.33
02/07/24	GST		-36.58
25/09/24	Telephone	Archers Body Corporate M'ment	3.01
25/09/24	GST		-0.27
25/09/24	Photocopying	Archers Body Corporate M'ment	193.69
25/09/24	GST		-17.61
25/09/24	Computer Laser Print	Archers Body Corporate M'ment	4.22
25/09/24	GST		-0.38
25/09/24	Envelopes - DL	Archers Body Corporate M'ment	41.80
25/09/24	GST		-3.80
25/09/24	Envelopes - Other	Archers Body Corporate M'ment	0.72
25/09/24	GST		-0.07
25/09/24	Printing - BCMax	Archers Body Corporate M'ment	46.79
25/09/24	GST		-4.25
25/09/24	Postage	Archers Body Corporate M'ment	130.26
25/09/24	GST		-11.84
25/09/24	Emails	Archers Body Corporate M'ment	394.62
25/09/24	GST		-35.87
25/09/24	Scanning	Archers Body Corporate M'ment	8.59
25/09/24	GST		-0.78
25/09/24	Microencoded Forms	Archers Body Corporate M'ment	4.07
25/09/24	GST		-0.37
25/09/24	Elect Funds Transfer	Archers Body Corporate M'ment	82.78
25/09/24	GST		-7.53

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ACCOUNTS SUMMARY

1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1255	Administrative Fund	DISBURSEMENTS	
25/09/24	Letterhead/Follower	Archers Body Corporate M'ment	18.10
25/09/24	GST		-1.65
25/09/24	Electronic Voting Fe	Archers Body Corporate M'ment	55.00
25/09/24	GST		-5.00
02/10/24	Archive Storage Fee	Archers Body Corporate M'ment	211.75
02/10/24	GST		-19.25
02/10/24	Security & Digital	Archers Body Corporate M'ment	402.33
02/10/24	GST		-36.58
17/12/24	GST		-0.19
17/12/24	GST		-3.12
17/12/24	GST		-7.78
17/12/24	GST		-9.73
17/12/24	GST		-40.81
17/12/24	GST		-5.92
17/12/24	GST		-7.15
17/12/24	GST		0.19
17/12/24	GST		3.12
17/12/24	GST		7.78
17/12/24	GST		9.73
17/12/24	GST		40.81
17/12/24	GST		5.92
17/12/24	GST		7.15
17/12/24	Computer Laser Print	Archers Body Corporate M'ment	2.11
17/12/24	GST		-0.19
17/12/24	Envelopes - DL	Archers Body Corporate M'ment	34.32
17/12/24	GST		-3.12
17/12/24	Printing - BCMMax	Archers Body Corporate M'ment	85.58
17/12/24	GST		-7.78
17/12/24	Postage	Archers Body Corporate M'ment	107.08
17/12/24	GST		-9.73
17/12/24	Emails	Archers Body Corporate M'ment	448.91
17/12/24	GST		-40.81
17/12/24	Microencoded Forms	Archers Body Corporate M'ment	65.12
17/12/24	GST		-5.92
17/12/24	Elect Funds Transfer	Archers Body Corporate M'ment	78.70
17/12/24	GST		-7.15
13/01/25	Archive Storage Fee	Archers Body Corporate M'ment	211.75
13/01/25	GST		-19.25
13/01/25	Security & Digital	Archers Body Corporate M'ment	402.33
13/01/25	GST		-36.58
27/03/25	GST		-0.22
27/03/25	GST		-4.65
27/03/25	GST		-2.60
27/03/25	GST		-6.70

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THE CAPITOL APARTMENTS CTS 44636

ACCOUNTS SUMMARY

1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1255	Administrative Fund	DISBURSEMENTS	
27/03/25	GST		-8.79
27/03/25	GST		-39.01
27/03/25	GST		-0.71
27/03/25	GST		-2.89
27/03/25	GST		-10.13
27/03/25	GST		-0.87
27/03/25	GST		0.22
27/03/25	GST		4.65
27/03/25	GST		2.60
27/03/25	GST		6.70
27/03/25	GST		8.79
27/03/25	GST		39.01
27/03/25	GST		0.71
27/03/25	GST		2.89
27/03/25	GST		10.13
27/03/25	GST		0.87
27/03/25	Telephone	Archers Body Corporate M'ment	2.45
27/03/25	GST		-0.22
27/03/25	Photocopying	Archers Body Corporate M'ment	51.15
27/03/25	GST		-4.65
27/03/25	Envelopes - DL	Archers Body Corporate M'ment	28.60
27/03/25	GST		-2.60
27/03/25	Printing - BCMax	Archers Body Corporate M'ment	73.74
27/03/25	GST		-6.70
27/03/25	Postage	Archers Body Corporate M'ment	96.71
27/03/25	GST		-8.79
27/03/25	Emails	Archers Body Corporate M'ment	429.16
27/03/25	GST		-39.01
27/03/25	Scanning	Archers Body Corporate M'ment	7.81
27/03/25	GST		-0.71
27/03/25	Microencoded Forms	Archers Body Corporate M'ment	31.75
27/03/25	GST		-2.89
27/03/25	Elect Funds Transfer	Archers Body Corporate M'ment	111.38
27/03/25	GST		-10.13
27/03/25	Letterhead/Follower	Archers Body Corporate M'ment	9.62
27/03/25	GST		-0.87
04/04/25	Archive Storage Fee	Archers Body Corporate M'ment	211.75
04/04/25	GST		-19.25
04/04/25	Security & Digital	Archers Body Corporate M'ment	402.33
04/04/25	GST		-36.58
30/04/25	Disb.@26/03-30/04/25	Accruals@30/04/25	78.53
	Total:		7,196.87

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1256	Administrative Fund	SECRETARIAL FEES - ADDITIONAL	
31/05/24	Disb.@27/3-30/4/24	Accruals@30/04/24	-44.00
26/06/24	Additional Admin Fee	Archers Body Corporate M'ment	461.45
26/06/24	GST		-41.95
26/06/24	Term Dep Invest Fee	Archers Body Corporate M'ment	132.00
26/06/24	GST		-12.00
25/09/24	Additional Admin Fee	Archers Body Corporate M'ment	543.95
25/09/24	GST		-49.45
25/09/24	Term Dep Invest Fee	Archers Body Corporate M'ment	148.50
25/09/24	GST		-13.50
28/11/24	L307 Rev Nov Arrears		33.00
28/11/24	GST		-3.00
17/12/24	GST		-44.10
17/12/24	GST		-4.50
17/12/24	GST		-6.00
17/12/24	GST		44.10
17/12/24	GST		4.50
17/12/24	GST		6.00
17/12/24	Additional Admin Fee	Archers Body Corporate M'ment	485.10
17/12/24	GST		-44.10
17/12/24	Flying Minute	Archers Body Corporate M'ment	110.00
17/12/24	GST		-10.00
17/12/24	Term Dep Invest Fee	Archers Body Corporate M'ment	49.50
17/12/24	GST		-4.50
17/12/24	New Owner Pack	Archers Body Corporate M'ment	66.00
17/12/24	GST		-6.00
27/03/25	GST		-13.80
27/03/25	GST		-22.50
27/03/25	GST		-8.00
27/03/25	GST		13.80
27/03/25	GST		22.50
27/03/25	GST		8.00
27/03/25	Additional Admin Fee	Archers Body Corporate M'ment	151.80
27/03/25	GST		-13.80
27/03/25	Flying Minute	Archers Body Corporate M'ment	110.00
27/03/25	GST		-10.00
27/03/25	Term Dep Invest Fee	Archers Body Corporate M'ment	247.50
27/03/25	GST		-22.50
27/03/25	New Owner Pack	Archers Body Corporate M'ment	88.00
27/03/25	GST		-8.00
30/04/25	Disb.@26/03-30/04/25	Accruals@30/04/25	15.00
	Total:		2,359.00
12590	Administrative Fund	SECRETARIAL FEES	
31/05/24	S.Fees@1/5-30/6/24	Prepayments@30/04/24	1,826.91

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
12590	Administrative Fund	SECRETARIAL FEES	
31/05/24	S.Fees@30/04/24	Sundry Creditors@30/04/24	-281.77
31/05/24	GST		25.62
26/06/24	Secretarial Fees	Archers Body Corporate M'ment	281.76
26/06/24	GST		-25.61
02/07/24	Secretarial Fees	Archers Body Corporate M'ment	3,028.96
02/07/24	GST		-275.36
02/10/24	Secretarial Fees	Archers Body Corporate M'ment	3,143.25
02/10/24	GST		-285.75
13/01/25	Secretarial Fees	Archers Body Corporate M'ment	3,143.25
13/01/25	GST		-285.75
04/04/25	Secretarial Fees	Archers Body Corporate M'ment	3,143.25
04/04/25	GST		-285.75
30/04/25	S.Fees@1/5-30/6/25	Prepayments@30/04/25	-1,915.47
30/04/25	S.Fees@30/04/25	Sundry Creditors@30/04/25	135.30
30/04/25	GST		-12.30
	Total:		11,360.54
12593	Administrative Fund	DISBURSEMENTS - ADDITIONAL	
26/06/24	Add - Envelope DL	Archers Body Corporate M'ment	26.84
26/06/24	GST		-2.44
26/06/24	Add - Envelope C4	Archers Body Corporate M'ment	1.43
26/06/24	GST		-0.13
26/06/24	Add - Emails	Archers Body Corporate M'ment	161.70
26/06/24	GST		-14.70
26/06/24	Add - Photocopying	Archers Body Corporate M'ment	261.89
26/06/24	GST		-23.81
26/06/24	Add - Letterhead/Fol	Archers Body Corporate M'ment	24.26
26/06/24	GST		-2.21
26/06/24	Add - Postage	Archers Body Corporate M'ment	87.06
26/06/24	GST		-7.91
25/09/24	Add - Envelope DL	Archers Body Corporate M'ment	11.00
25/09/24	GST		-1.00
25/09/24	Add - Emails	Archers Body Corporate M'ment	84.32
25/09/24	GST		-7.67
25/09/24	Add - Photocopying	Archers Body Corporate M'ment	51.15
25/09/24	GST		-4.65
25/09/24	Add - Letterhead/Fol	Archers Body Corporate M'ment	9.62
25/09/24	GST		-0.87
25/09/24	Add - Postage	Archers Body Corporate M'ment	32.72
25/09/24	GST		-2.97
17/12/24	GST		-1.00
17/12/24	GST		-0.07
17/12/24	GST		-7.67
17/12/24	GST		-5.95

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1 May 2024 to 30 April 2025

Date	Details	Payee	Amount
12593	Administrative Fund	DISBURSEMENTS - ADDITIONAL	
17/12/24	GST		-0.91
17/12/24	GST		-3.36
17/12/24	GST		1.00
17/12/24	GST		0.07
17/12/24	GST		7.67
17/12/24	GST		5.95
17/12/24	GST		0.91
17/12/24	GST		3.36
17/12/24	Add - Envelope DL	Archers Body Corporate M'ment	11.00
17/12/24	GST		-1.00
17/12/24	Add - Envelope C4	Archers Body Corporate M'ment	0.72
17/12/24	GST		-0.07
17/12/24	Add - Emails	Archers Body Corporate M'ment	84.32
17/12/24	GST		-7.67
17/12/24	Add - Photocopying	Archers Body Corporate M'ment	65.47
17/12/24	GST		-5.95
17/12/24	Add - Letterhead/Fol	Archers Body Corporate M'ment	10.01
17/12/24	GST		-0.91
17/12/24	Add - Postage	Archers Body Corporate M'ment	36.97
17/12/24	GST		-3.36
27/03/25	GST		-3.04
27/03/25	GST		-30.66
27/03/25	GST		-17.55
27/03/25	GST		-2.66
27/03/25	GST		-9.50
27/03/25	GST		3.04
27/03/25	GST		30.66
27/03/25	GST		17.55
27/03/25	GST		2.66
27/03/25	GST		9.50
27/03/25	Add - Envelope DL	Archers Body Corporate M'ment	33.44
27/03/25	GST		-3.04
27/03/25	Add - Emails	Archers Body Corporate M'ment	337.26
27/03/25	GST		-30.66
27/03/25	Add - Photocopying	Archers Body Corporate M'ment	193.01
27/03/25	GST		-17.55
27/03/25	Add - Letterhead/Fol	Archers Body Corporate M'ment	29.26
27/03/25	GST		-2.66
27/03/25	Add - Postage	Archers Body Corporate M'ment	104.47
27/03/25	GST		-9.50
30/04/25	Disb.@26/03-30/04/25	Accruals@30/04/25	241.44
	Total:		1,748.63

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1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
125992	Administrative Fund	FLYING MINUTE	
17/12/24	GST		-10.00
17/12/24	GST		10.00
27/03/25	GST		-10.00
27/03/25	GST		10.00
	Total:		0.00
1270	Administrative Fund	CARETAKER	
08/05/24	01/05/24 - 31/05/24		18,300.38
08/05/24	GST		-1,663.67
30/05/24	01/06/24 - 30/06/24		18,300.38
30/05/24	GST		-1,663.67
28/06/24	01/07/24 - 31/07/24		18,300.38
28/06/24	GST		-1,663.67
30/07/24	01/08/24 - 30/08/24		18,300.38
30/07/24	GST		-1,663.67
30/08/24	01/09/24 - 30/09/24		18,300.38
30/08/24	GST		-1,663.67
30/09/24	01/10/24 - 31/10/24		18,300.38
30/09/24	GST		-1,663.67
30/10/24	01/11/24 - 30/11/24		18,300.38
30/10/24	GST		-1,663.67
29/11/24	01/12/24 - 31/12/24		18,300.38
29/11/24	GST		-1,663.67
30/12/24	01/01/25 - 31/01/25		18,300.38
30/12/24	GST		-1,663.67
30/01/25	01/02/25 - 28/02/25		18,300.38
30/01/25	GST		-1,663.67
28/02/25	01/03/25 - 31/03/25		18,300.38
28/02/25	GST		-1,663.67
28/03/25	01/04/25 - 30/04/25		18,300.38
28/03/25	GST		-1,663.67
	Total:		199,640.52
1274	Administrative Fund	CARETAKER REIMBURSEMENTS	
23/09/24	CA Outlays Sept	Hjn Property Investment P/L	220.00
23/09/24	GST		-20.00
08/10/24	CA Outlays Oct 24	Hjn Property Investment P/L	220.00
08/10/24	GST		-20.00
05/11/24	CA Outlays Nov 24	Hjn Property Investment P/L	220.00
05/11/24	GST		-20.00
04/12/24	CA outlays 1/12	Hjn Property Investment P/L	220.00
04/12/24	GST		-20.00
04/02/25	AC Outlays Feb 25	Hjn Property Investment P/L	220.00
04/02/25	GST		-20.00

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1274	Administrative Fund	CARETAKER REIMBURSEMENTS	
04/03/25	AC Outlays Mar 25	Hjn Property Investment P/L	220.00
04/03/25	GST		-20.00
02/04/25	Outlays Apr 25	Hjn Property Investment P/L	220.00
02/04/25	GST		-20.00
30/04/25	Jan 25	Sundry Creditors@30/04/25	220.00
30/04/25	GST		-20.00
	Total:		1,600.00
1290	Administrative Fund	CLEANING - GENERAL	
03/05/24	Chute unblock 30/4	Turbo Chute Australia P/L	220.00
03/05/24	GST		-20.00
15/05/24	Bins 10/5	Jmac Property Services.	129.84
15/05/24	GST		-11.80
29/05/24	Bins 24/5	Jmac Property Services.	129.84
29/05/24	GST		-11.80
31/05/24	Chute unblock 30/4	Sundry Creditors@30/04/24	-220.00
31/05/24	GST		20.00
05/06/24	Carpet Cln wks 29/4	National Restoration Network	1,400.00
05/06/24	GST		-127.27
11/06/24	Bins 10/6	Jmac Property Services.	101.86
11/06/24	GST		-9.26
25/06/24	Bins 21/6	Jmac Property Services.	129.84
25/06/24	GST		-11.80
09/07/24	Bins 5/7	Jmac Property Services.	124.88
09/07/24	GST		-11.35
22/07/24	Bins 19/7	Jmac Property Services.	124.88
22/07/24	GST		-11.35
05/08/24	Bins 2/8	Jmac Property Services.	139.96
05/08/24	GST		-12.72
13/08/24	Chute Clean 8/8	Turbo Chute Australia P/L	467.50
13/08/24	GST		-42.50
06/09/24	Bins 30/8	Jmac Property Services.	249.76
06/09/24	GST		-22.71
18/09/24	Bins 13/9	Jmac Property Services.	124.88
18/09/24	GST		-11.35
30/09/24	Bins 27/9	Jmac Property Services.	139.96
30/09/24	GST		-12.72
15/10/24	Bins 11/10	Jmac Property Services.	124.88
15/10/24	GST		-11.35
30/10/24	Bins 18/10	Jmac Property Services.	759.81
30/10/24	GST		-69.07
12/11/24	Bins 8/11	Jmac Property Services.	124.88
12/11/24	GST		-11.35
26/11/24	Bins 22/11	Jmac Property Services.	124.88

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1290	Administrative Fund	CLEANING - GENERAL	
26/11/24	GST		-11.35
10/12/24	Bins 4/12	Jmac Property Services.	124.88
10/12/24	GST		-11.35
16/12/24	Chute clean 5/12	Turbo Chute Australia P/L	467.50
16/12/24	GST		-42.50
07/01/25	Bins Dec 24	Jmac Property Services.	139.96
07/01/25	GST		-12.72
07/01/25	Bins 3/1	Jmac Property Services.	124.88
07/01/25	GST		-11.35
03/02/25	Bins 17, 31/1	Jmac Property Services.	264.84
03/02/25	GST		-24.08
17/02/25	Bins 14/2	Jmac Property Services.	124.88
17/02/25	GST		-11.35
04/03/25	Chute blockage 17/2	Turbo Chute Australia P/L	242.00
04/03/25	GST		-22.00
04/03/25	Bins 28/2	Jmac Property Services.	124.88
04/03/25	GST		-11.35
18/03/25	Bins 14/3	Jmac Property Services.	124.88
18/03/25	GST		-11.35
01/04/25	Bins 28/3	Jmac Property Services.	124.88
01/04/25	GST		-11.35
15/04/25	Bins 4, 11/4	Jmac Property Services.	759.81
15/04/25	GST		-69.07
28/04/25	Chute clean 15/4	Turbo Chute Australia P/L	467.50
28/04/25	GST		-42.50
30/04/25	Bins 28/4	Sundry Creditors@30/04/25	139.96
30/04/25	GST		-12.72
	Total:		6,935.06
1294	Administrative Fund	CLEANING - GREASE TRAP	
23/07/24	Grease trap clean 24	Hudpac Corp No2 Ac 261752	256.43
23/07/24	GST		-23.31
27/08/24	Grease trap clean	Hudpac Corp No2 Ac 261752	215.60
27/08/24	GST		-19.60
19/09/24	GST		-104.00
19/09/24	GST		104.00
04/12/24	Grease trap Nov	Hudpac Corp No2 Ac 261752	215.60
04/12/24	GST		-19.60
26/03/25	Greasetrap Mar 25	Hudpac Corp No2 Ac 261752	216.27
26/03/25	GST		-19.66
	Total:		821.73
1310	Administrative Fund	ELECTRICITY	
24/05/24	Elec 27/2 - 26/3/24	Hudpac No 2 Trust Bpay 266296	1,432.85

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1310	Administrative Fund	ELECTRICITY	
24/05/24	GST		-130.26
31/05/24	27/02/24 - 26/03/24	Sundry Creditors@30/04/24	-1,432.85
31/05/24	GST		130.26
31/05/24	27/03/24 - 30/04/24	Accruals@30/04/24	-1,572.09
04/06/24	Elec 27/3 - 26/4/24	Hudpac No 2 Trust Bpay 266296	1,663.89
04/06/24	GST		-151.26
03/09/24	Elec 30/5 - 26/6/24	Hudpac No 2 Trust Bpay 266296	1,356.22
03/09/24	GST		-123.29
03/09/24	Elec 27/4 - 29/5/24	Hudpac No 2 Trust Bpay 266296	1,695.20
03/09/24	GST		-154.11
03/09/24	Elec 27/6 - 30/7/24	Hudpac No 2 Trust Bpay 266296	1,676.98
03/09/24	GST		-152.45
10/09/24	Elec 31/7-28/8/24	Hudpac No 2 Trust Bpay 266296	1,468.75
10/09/24	GST		-133.52
08/10/24	Elec 29/8- 26/9/24	Hudpac No 2 Trust Bpay 266296	213.81
08/10/24	GST		-19.44
06/11/24	Elec 27/9- 29/10/24	Hudpac No 2 Trust Bpay 266296	1,663.98
06/11/24	GST		-151.27
09/12/24	Elec30/10 - 27/11/24	Hudpac No 2 Trust Bpay 266296	1,469.37
09/12/24	GST		-133.58
07/01/25	Elec27/11 - 24/12/24	Hudpac No 2 Trust Bpay 266296	1,428.91
07/01/25	GST		-129.90
05/02/25	Elec 24/12- 29/1/25	Hudpac No 2 Trust Bpay 266296	1,868.23
05/02/25	GST		-169.84
11/03/25	Elec 30/1 - 26/2/25	Hudpac No 2 Trust Bpay 266296	1,517.01
11/03/25	GST		-137.91
08/04/25	Elec 27/2-27/3/25	Hudpac No 2 Trust Bpay 266296	1,476.42
08/04/25	GST		-134.22
30/04/25	Elec. 27/3-28/4/25	Sundry Creditors@30/04/25	1,602.22
30/04/25	GST		-145.66
30/04/25	Elec.@29-30/04/25	Accruals@30/04/25	88.28
	Total:		15,880.73
1350	Administrative Fund	BACKFLOW REGISTRATION	
21/02/25	B/flow test 11/2	Brisbane City Council-262097.	380.00
	Total:		380.00
13590	Administrative Fund	WATER RATES - NO GST	
01/05/24	Wtr 3/1 - 8/4/24	Qld Urban Utilities 112144.	2,293.90
31/05/24	Wtr 3/1-8/4/24	Sundry Creditors@30/04/24	-2,293.90
31/05/24	Wtr@9/4-30/4/24	Accruals@30/04/24	-520.27
30/07/24	Wtr 9/4 - 2/7/24	Qld Urban Utilities 112144.	1,807.15
16/12/24	Wtr 3/7 - 1/10/24	Qld Urban Utilities 112144.	2,554.37
05/02/25	Wtr 2/10 -6/1/25 Int	Qld Urban Utilities 112144.	2,090.02

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
13590	Administrative Fund	WATER RATES - NO GST	
30/04/25	07/01/25 - 02/04/25	Sundry Creditors@30/04/25	1,896.16
30/04/25	03/04/25 - 30/04/25	Accruals@30/04/25	617.35
	Total:		8,444.78
1370	Administrative Fund	FIRE - CONTRACT	
31/05/24	F.Ctrc@1/2-30/4/24	Accruals@30/04/24	-1,203.00
14/06/24	Fire Jun 24	Flame Control Industries	441.10
14/06/24	GST		-40.10
14/06/24	Fire Apr 24	Flame Control Industries	441.10
14/06/24	GST		-40.10
14/06/24	Fire May 24	Flame Control Industries	441.10
14/06/24	GST		-40.10
14/06/24	Fire Mar 24	Flame Control Industries	441.10
14/06/24	GST		-40.10
08/07/24	Fire Jul 24	Flame Control Industries	441.10
08/07/24	GST		-40.10
06/08/24	Fire Aug 24	Flame Control Industries	441.10
06/08/24	GST		-40.10
10/09/24	Fire Sept 24	Flame Control Industries	441.10
10/09/24	GST		-40.10
04/10/24	Svc Maint 2/10	Flame Control Industries	441.10
04/10/24	GST		-40.10
06/11/24	Fire Nov 24	Flame Control Industries	441.10
06/11/24	GST		-40.10
10/12/24	Fire Dec 24	Flame Control Industries	441.10
10/12/24	GST		-40.10
10/01/25	Fire Jan 25	Flame Control Industries	441.10
10/01/25	GST		-40.10
05/02/25	Fire Feb 25	Flame Control Industries	441.10
05/02/25	GST		-40.10
11/03/25	Svc 4/3	Flame Control Industries	441.10
11/03/25	GST		-40.10
02/04/25	Fire Apr 25	Flame Control Industries	441.10
02/04/25	GST		-40.10
	Total:		4,411.00
1371	Administrative Fund	FIRE - EVACUATION PLAN	
30/04/25	SCS Inv 15714		275.00
30/04/25	GST		-25.00
	Total:		250.00
1375	Administrative Fund	FIRE - REPAIRS & MAINTENANCE	
25/06/24	Rpl Fuel Sender	Flame Control Industries	1,080.46
25/06/24	GST		-98.22

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1375	Administrative Fund	FIRE - REPAIRS & MAINTENANCE	
13/08/24	Repl detector 7/8	Flame Control Industries	192.50
13/08/24	GST		-17.50
21/08/24	Svc work19/8	Flame Control Industries	1,804.66
21/08/24	GST		-164.06
23/10/24	Svc equip 22/10	Flame Control Industries	209.00
23/10/24	GST		-19.00
19/11/24	Rpl detector 12/11	Flame Control Industries	500.50
19/11/24	GST		-45.50
19/11/24	Log book 18/11	Flame Control Industries	88.00
19/11/24	GST		-8.00
10/12/24	Call out svc 31/10	Flame Control Industries	209.00
10/12/24	GST		-19.00
15/01/25	Call out svc 29/7/24	Flame Control Industries	209.00
15/01/25	GST		-19.00
15/01/25	Alarm 27/11	Flame Control Industries	290.73
15/01/25	GST		-26.43
15/01/25	Sensor faults14/11	Flame Control Industries	328.90
15/01/25	GST		-29.90
03/02/25	Smoke detector 30/1	Flame Control Industries	440.00
03/02/25	GST		-40.00
17/02/25	Svc equip 13/2	Flame Control Industries	346.50
17/02/25	GST		-31.50
26/02/25	Alarms 25/2	Flame Control Industries	418.00
26/02/25	GST		-38.00
04/03/25	Call out 28/2	Flame Control Industries	209.00
04/03/25	GST		-19.00
18/03/25	Repl detectors 17/3	Flame Control Industries	1,496.66
18/03/25	GST		-136.06
24/03/25	Leak works 19/3	Flame Control Industries	390.50
24/03/25	GST		-35.50
24/03/25	Pump alarms 19/3	Flame Control Industries	209.00
24/03/25	GST		-19.00
26/03/25	Fault detector 24/3	Flame Control Industries	478.50
26/03/25	GST		-43.50
26/03/25	Sub contractor 25/3	Flame Control Industries	319.00
26/03/25	GST		-29.00
22/04/25	Fire suppression17/4	Flame Control Industries	343.75
22/04/25	GST		-31.25
28/04/25	Svc equip 23/4	Flame Control Industries	1,710.06
28/04/25	GST		-155.46
	Total:		10,248.84
1376	Administrative Fund	FIRE - FALSE ALARMS	
17/07/24	Unwanted alarm 3/5	Qld Fire & Emergency Services	1,456.10

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1376	Administrative Fund	FIRE - FALSE ALARMS	
18/09/24	Alarm Activated15/7	Qld Fire & Emergency Services	1,456.10
18/09/24	Alarm Activated 30/8	Qld Fire & Emergency Services	1,456.10
23/09/24	Alarm Activated 30/8	Qld Fire & Emergency Services	-1,456.10
04/02/25	Alarm activated 20/1	Qld Fire & Emergency Services	1,456.10
04/04/25	Alarm activated 18/3	Qld Fire & Emergency Services	1,456.10
22/04/25	Alarm Activated 13/3	Qld Fire & Emergency Services	4,368.30
30/04/25	Inv 6000179959	Sundry Debtors @ 30/04/25	-4,368.30
30/04/25	Inv 6000176918	Sundry Debtors @ 30/04/25	-1,456.10
30/04/25	Alarm 13/3	Sundry Creditors@30/04/25	1,456.10
	Total:		5,824.40
1377	Administrative Fund	FIRE - QFES MONITORING	
31/05/24	F.Qfes@1/5-30/6/24	Prepayments@30/04/24	460.61
18/09/24	Alarm 2024 -25	Qld Fire & Emergency Services	3,040.05
18/09/24	GST		-276.37
30/04/25	F.Qfes@1/5-30/06/05	Prepayments@30/04/25	-461.88
	Total:		2,762.41
1378	Administrative Fund	FIRE - TRAINING	
30/04/25	Fire Training 27/3	Sundry Creditors@30/04/25	704.00
30/04/25	GST		-64.00
	Total:		640.00
13780	Administrative Fund	FIRE SAFETY ADVISOR	
30/04/25	SCS Inv 15714		550.00
30/04/25	GST		-50.00
	Total:		500.00
13783	Administrative Fund	FIRE - OCCUPIER'S STATEMENT	
30/04/25	SCS Inv 15714		220.00
30/04/25	GST		-20.00
	Total:		200.00
13798	Administrative Fund	FIRE - ANNUAL AUDIT	
02/04/25	Compliance 31/3	Strata Compliance Solutions	1,930.00
02/04/25	GST		-175.45
30/04/25	SCS Inv 15714		-1,045.00
30/04/25	GST		95.00
	Total:		804.55
141995	Administrative Fund	PARKING AGREEMENT	
28/05/24	Carpark May	Pripark (Qld) Pty Ltd	379.50
28/05/24	GST		-34.50
25/06/24	Carpark Jun 24	Pripark (Qld) Pty Ltd	379.50

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141995	Administrative Fund	PARKING AGREEMENT	
25/06/24	GST		-34.50
24/07/24	Carpark Jul 24	Pripark (Qld) Pty Ltd	379.50
24/07/24	GST		-34.50
26/08/24	Carpark Aug 24	Pripark (Qld) Pty Ltd	379.50
26/08/24	GST		-34.50
24/09/24	Carpark Sep 24	Pripark (Qld) Pty Ltd	379.50
24/09/24	GST		-34.50
28/10/24	Carpark Oct 24	Pripark (Qld) Pty Ltd	379.50
28/10/24	GST		-34.50
26/11/24	Carpark Nov 24	Pripark (Qld) Pty Ltd	379.50
26/11/24	GST		-34.50
07/01/25	Carpark Dec 24	Pripark (Qld) Pty Ltd	379.50
07/01/25	GST		-34.50
28/01/25	Carpark Jan 25	Pripark (Qld) Pty Ltd	390.89
28/01/25	GST		-35.54
24/02/25	Carpark Feb 25	Pripark (Qld) Pty Ltd	390.89
24/02/25	GST		-35.54
26/03/25	Carpark Mar 25	Pripark (Qld) Pty Ltd	390.89
26/03/25	GST		-35.54
28/04/25	Carpark Apr 25	Pripark (Qld) Pty Ltd	390.89
28/04/25	GST		-35.54
	Total:		4,181.40
1430	Administrative Fund	INSURANCE	
10/05/24	INS 1/5 -1/5/25	Marsh Pty Ltd Abn86004651512	44,146.19
10/05/24	GST		-4,013.29
	Total:		40,132.90
1432	Administrative Fund	INSURANCE - STAMP DUTY	
10/05/24	SD 1/5 -1/5/25	Marsh Pty Ltd Abn86004651512	3,934.17
	Total:		3,934.17
1433	Administrative Fund	INSURANCE - CLAIMS	
19/08/24	Wtr damage claim	Flood Emergency Services P/L	45,804.44
19/08/24	GST		-4,164.04
01/11/24	Koala Funiture	Hjn Property Investment P/L	1,016.50
01/11/24	GST		-92.41
11/02/25	Excess 5/2/25	Cbs Commerce Building Services	5,000.00
11/02/25	GST		-454.55
	Total:		47,109.94
1434	Administrative Fund	INSURANCE - REFUNDS	
06/09/24	CL02110874 Resto CHU		-41,640.40
12/09/24	CL02110874 CHU Claim		-924.09
	Total:		-42,564.49

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1455	Administrative Fund	LEASE & RENTAL PAYMENTS	
07/05/24	Gym lease Jun 24	Hudpac Corp No2 Ac 261752	1,144.00
07/05/24	GST		-104.00
31/05/24	Lease@1-31/5/24	Prepayments@30/04/24	1,040.00
05/06/24	Gym lease Jul 24	Hudpac Corp No2 Ac 261752	1,144.00
05/06/24	GST		-104.00
01/07/24	Gym Lease Aug 24	Hudpac Corp No2 Ac 261752	1,144.00
01/07/24	GST		-104.00
30/07/24	Gym lease Sep 24	Hudpac Corp No2 Ac 261752	1,144.00
30/07/24	GST		-104.00
06/09/24	Gym 1-31/10/24	Hudpac Corporation No2 P/L .	1,144.00
06/09/24	GST		-104.00
19/09/24	Gym 1-31/10/24	Hudpac Corporation No2 P/L .	-1,144.00
19/09/24	GST		104.00
19/09/24	Gym 1-31/10/24	Hudpac Corp No2 Ac 261752	1,144.00
19/09/24	GST		-104.00
04/10/24	Gym lease Nov 24	Hudpac Corp No2 Ac 261752	1,144.00
04/10/24	GST		-104.00
01/11/24	Gym lease Dec 24	Hudpac Corp No2 Ac 261752	1,144.00
01/11/24	GST		-104.00
09/12/24	Gym Lease Jan 25	Hudpac Corp No2 Ac 261752	1,144.00
09/12/24	GST		-104.00
10/01/25	Gym Lease Feb 25	Hudpac Corp No2 Ac 261752	1,144.00
10/01/25	GST		-104.00
05/02/25	Gym lease Mar 25	Hudpac Corp No2 Ac 261752	1,144.00
05/02/25	GST		-104.00
11/03/25	Gym lease Apr 25	Hudpac Corp No2 Ac 261752	1,144.00
11/03/25	GST		-104.00
04/04/25	Gym Lease May 25	Hudpac Corp No2 Ac 261752	1,189.76
04/04/25	GST		-108.16
30/04/25	Lease@1/5-31/5/25	Prepayments@30/04/25	-1,081.60
	Total:		12,480.00
1490	Administrative Fund	LIFT - CONTRACT	
29/05/24	Doors 1/1 - 30/6/24	Kone Elevators Pty Ltd	308.48
29/05/24	GST		-28.04
31/05/24	L.Ctrc@1/5-30/6/24	Prepayments@30/04/24	2,446.17
31/05/24	Doors to 30/04/24	Accruals@30/04/24	-175.62
17/06/24	Lift - Jun24	Liftronic Pty Limited	860.75
17/06/24	GST		-78.25
12/07/24	Lift Jul 24	Liftronic Pty Limited	860.75
12/07/24	GST		-78.25
13/08/24	Lift Aug 24	Liftronic Pty Limited	860.75
13/08/24	GST		-78.25
13/09/24	Lift Sep 24	Liftronic Pty Limited	860.75

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1490	Administrative Fund	LIFT - CONTRACT	
13/09/24	GST		-78.25
09/10/24	Lift Oct 24	Liftronic Pty Limited	860.75
09/10/24	GST		-78.25
12/11/24	Lift Nov 24	Liftronic Pty Limited	860.75
12/11/24	GST		-78.25
04/12/24	Lift 1/7 - 31/12/24	Kone Elevators Pty Ltd	308.48
04/12/24	GST		-28.04
13/12/24	LIFT Dec 24	Liftronic Pty Limited	860.75
13/12/24	GST		-78.25
13/01/25	Lift Jan 25	Liftronic Pty Limited	860.75
13/01/25	GST		-78.25
11/02/25	Lift Feb 25	Liftronic Pty Limited	860.75
11/02/25	GST		-78.25
12/03/25	Lift Mar 25	Liftronic Pty Limited	860.75
12/03/25	GST		-78.25
09/04/25	Lift Apr 25	Liftronic Pty Limited	860.75
09/04/25	GST		-78.25
30/04/25	L.Ctrc@1/1-30/4/25	Accruals@30/04/25	180.29
	Total:		11,619.22
1491	Administrative Fund	LIFT - REPAIRS & MAINTENANCE	
26/08/24	Call out svc 22/8	Liftronic Pty Limited	509.30
26/08/24	GST		-46.30
10/09/24	Ceiling panel 5/9	Liftronic Pty Limited	509.30
10/09/24	GST		-46.30
10/09/24	Call out fee5/9	Liftronic Pty Limited	509.30
10/09/24	GST		-46.30
	Total:		1,389.00
1492	Administrative Fund	LIFT - REGISTRATION FEE	
31/05/24	L.Reg@1/5-31/1/25	Prepayments@30/04/24	619.63
10/12/24	Lift Reg to Jan 2026	Whsq - Plant Admin -B78634.	821.68
30/04/25	L.Reg@1/5-31/1/26	Prepayments@30/04/25	-621.33
	Total:		819.98
1493	Administrative Fund	LIFT - TELEPHONE FEE	
31/05/24	L.Tel@1/5-30/6/24	Prepayments@30/04/24	44.00
18/06/24	SIM to Jun 25	Engineering Accountabilities	290.40
18/06/24	GST		-26.40
06/11/24	4G Update 3/11	Engineering Accountabilities	363.00
06/11/24	GST		-33.00
30/04/25	L.Tel@1/5-30/6/25	Prepayments@30/04/25	-44.12
	Total:		593.88

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Date	Details	Payee	Amount
1517	Administrative Fund	SOFTWARE SUBSCRIPTION	
18/06/24	Setup software 29/5	Back2base Monitoring	244.75
18/06/24	GST		-22.25
	Total:		222.50
1530	Administrative Fund	PEST CONTROL	
18/06/24	CA pest svc 12/6	Eco-Global Termite Doctor P/L	480.00
18/06/24	GST		-43.64
26/11/24	Pest svc 21/11	Eco-Global Termite Doctor P/L	480.00
26/11/24	GST		-43.64
	Total:		872.72
1550	Administrative Fund	POOL - CHEMICALS	
10/05/24	GST		-2.11
10/05/24	GST		2.11
12/07/24	GST		-5.23
12/07/24	GST		5.23
30/07/24	GST		-1.50
30/07/24	GST		1.50
26/08/24	GST		-0.23
26/08/24	GST		0.23
10/09/24	GST		-2.45
10/09/24	GST		2.45
23/10/24	GST		-2.45
23/10/24	GST		2.45
16/12/24	GST		-4.45
16/12/24	GST		4.45
07/01/25	GST		-1.77
07/01/25	GST		1.77
22/01/25	GST		-2.41
22/01/25	GST		-2.07
22/01/25	GST		2.41
22/01/25	GST		2.07
03/02/25	GST		-0.23
03/02/25	GST		0.23
07/03/25	GST		-2.41
07/03/25	GST		2.41
18/03/25	GST		-5.77
18/03/25	GST		5.77
22/04/25	GST		-2.41
22/04/25	GST		2.41
28/04/25	GST		-1.09
28/04/25	GST		1.09
	Total:		0.00

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1552	Administrative Fund	POOL - REPAIRS & MAINTENANCE	
10/05/24	Pool svc 26/4	Poolwerx Mt Gravatt	89.00
10/05/24	GST		-8.09
10/05/24	Pool chems 26/4	Poolwerx Mt Gravatt	23.20
10/05/24	GST		-2.11
14/05/24	Pool Cln/Balance 1/5	Qz Property & Pool Service	77.00
14/05/24	GST		-7.00
31/05/24	Pool Chem 26/4	Sundry Creditors@30/04/24	-23.20
31/05/24	GST		2.11
31/05/24	Pool Svc 26/4	Sundry Creditors@30/04/24	-89.00
31/05/24	GST		8.09
12/06/24	Pool Cln/Balance31/5	Qz Property & Pool Service	88.00
12/06/24	GST		-8.00
18/06/24	Pool Cln/Balance12/6	Qz Property & Pool Service	88.00
18/06/24	GST		-8.00
02/07/24	Pool clean 26/6	Qz Property & Pool Service	88.00
02/07/24	GST		-8.00
09/07/24	Pool clean 15/5	Qz Property & Pool Service	94.50
09/07/24	GST		-8.59
12/07/24	GST		-8.00
12/07/24	GST		8.00
12/07/24	Pool svc 9/7	Qz Property & Pool Service	88.00
12/07/24	GST		-8.00
12/07/24	Pool chems 9/7	Qz Property & Pool Service	57.49
12/07/24	GST		-5.23
30/07/24	GST		-8.00
30/07/24	GST		8.00
30/07/24	Pool svc 24/7	Qz Property & Pool Service	88.00
30/07/24	GST		-8.00
30/07/24	Chems 24/7	Qz Property & Pool Service	16.49
30/07/24	GST		-1.50
13/08/24	Pool svc 7/8	Qz Property & Pool Service	90.50
13/08/24	GST		-8.23
26/08/24	GST		-8.00
26/08/24	GST		8.00
26/08/24	Pool svc 21/8	Qz Property & Pool Service	88.00
26/08/24	GST		-8.00
26/08/24	Pool chems 21/8	Qz Property & Pool Service	2.50
26/08/24	GST		-0.23
10/09/24	GST		-8.00
10/09/24	GST		8.00
10/09/24	Pool svc 5/9	Qz Property & Pool Service	88.00
10/09/24	GST		-8.00
10/09/24	Pool chems 5/9	Qz Property & Pool Service	27.00
10/09/24	GST		-2.45

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THE CAPITOL APARTMENTS CTS 44636

ACCOUNTS SUMMARY

1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1552	Administrative Fund	POOL - REPAIRS & MAINTENANCE	
18/09/24	Pool svc 16/9	Qz Property & Pool Service	93.00
18/09/24	GST		-8.45
08/10/24	Pool clean 3/10	Qz Property & Pool Service	93.00
08/10/24	GST		-8.45
23/10/24	GST		-8.00
23/10/24	GST		8.00
23/10/24	Pool svc 17/10	Qz Property & Pool Service	88.00
23/10/24	GST		-8.00
23/10/24	Pool chems 17/10	Qz Property & Pool Service	27.00
23/10/24	GST		-2.45
05/11/24	Pool vc 31/10	Qz Property & Pool Service	123.00
05/11/24	GST		-11.18
19/11/24	Pool svc 12/11	Qz Property & Pool Service	112.00
19/11/24	GST		-10.18
19/11/24	Repl Cell 31/10	Jims Pool Care Chelmer	679.40
19/11/24	GST		-61.76
16/12/24	GST		-8.00
16/12/24	GST		8.00
16/12/24	Pool svc 11/12	Qz Property & Pool Service	88.00
16/12/24	GST		-8.00
16/12/24	Chems 11/12	Qz Property & Pool Service	49.00
16/12/24	GST		-4.45
07/01/25	GST		-8.00
07/01/25	Pool svc 1/1	Qz Property & Pool Service	88.00
07/01/25	GST		-8.00
07/01/25	GST		8.00
07/01/25	Pool svc 27/12	Qz Property & Pool Service	88.00
07/01/25	GST		-8.00
07/01/25	Pool chems 27/12	Qz Property & Pool Service	19.50
07/01/25	GST		-1.77
22/01/25	Pool clean 27/11	Qz Property & Pool Service	88.00
22/01/25	GST		-8.00
22/01/25	GST		-8.00
22/01/25	GST		-8.00
22/01/25	GST		8.00
22/01/25	Pool svc 12/1	Qz Property & Pool Service	88.00
22/01/25	GST		-8.00
22/01/25	Pool chems 12/1	Qz Property & Pool Service	26.50
22/01/25	GST		-2.41
22/01/25	GST		8.00
22/01/25	Pool Svc 17/1	Qz Property & Pool Service	88.00
22/01/25	GST		-8.00
22/01/25	Pool chems 17/1	Qz Property & Pool Service	22.75
22/01/25	GST		-2.07

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1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1552	Administrative Fund	POOL - REPAIRS & MAINTENANCE	
03/02/25	GST		-8.00
03/02/25	GST		8.00
03/02/25	Pool svc 31/1	Qz Property & Pool Service	88.00
03/02/25	GST		-8.00
03/02/25	Pool chems 31/1	Qz Property & Pool Service	2.50
03/02/25	GST		-0.23
24/02/25	Pool Svc 19/2	Qz Property & Pool Service	92.50
24/02/25	GST		-8.41
07/03/25	GST		-8.00
07/03/25	GST		8.00
07/03/25	Pool svc 28/2	Qz Property & Pool Service	88.00
07/03/25	GST		-8.00
07/03/25	Pool chems 28/2	Qz Property & Pool Service	26.50
07/03/25	GST		-2.41
18/03/25	GST		-8.00
18/03/25	GST		8.00
18/03/25	Pool Svc 12/3	Qz Property & Pool Service	88.00
18/03/25	GST		-8.00
18/03/25	Pools chems 12/3	Qz Property & Pool Service	63.50
18/03/25	GST		-5.77
22/04/25	GST		-8.00
22/04/25	GST		8.00
22/04/25	Pool svc 8/4	Qz Property & Pool Service	88.00
22/04/25	GST		-8.00
22/04/25	Pool chems 8/4	Qz Property & Pool Service	26.50
22/04/25	GST		-2.41
28/04/25	GST		-8.00
28/04/25	GST		8.00
28/04/25	Pool svc 23/4	Qz Property & Pool Service	88.00
28/04/25	GST		-8.00
28/04/25	Pool chems 23/4	Qz Property & Pool Service	12.00
28/04/25	GST		-1.09
30/04/25	Pool Chems 27/3	Sundry Creditors@30/04/25	11.50
30/04/25	GST		-1.05
30/04/25	Pool Svc 27/3	Sundry Creditors@30/04/25	88.00
30/04/25	GST		-8.00
	Total:		3,277.86
1559	Administrative Fund	POOL SAFETY INSPECTIONS	
01/11/24	Pool cert	Qz Property & Pool Service	44.26
01/11/24	Pool safety	Qz Property & Pool Service	209.00
01/11/24	GST		-19.00
	Total:		234.26

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1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1571	Administrative Fund	CONSULTANCY FEES	
03/05/24	Tender 30/4	Engineering Accountabilities	1,405.25
03/05/24	GST		-127.75
31/05/24	Tender 30/4	Sundry Creditors@30/04/24	-1,405.25
31/05/24	GST		127.75
	Total:		0.00
1574	Administrative Fund	PREP OF INCOME TAX RETURN	
04/12/24	ITR Jun 24	Archer Gowland Redshaw	121.00
04/12/24	GST		-11.00
17/12/24	GST		-11.00
17/12/24	GST		11.00
17/12/24	Prep Of Info for Tax	Archers Body Corporate M'ment	121.00
17/12/24	GST		-11.00
	Total:		220.00
1578	Administrative Fund	WORK PLACE HEALTH & SAFETY	
01/11/24	Health Safety 28/10	Strata Compliance Solutions	970.00
01/11/24	GST		-88.18
	Total:		881.82
15790	Administrative Fund	DEBT RECOVERY	
29/07/24	Debt Rec lot 501	Strata Legal Queensland.	220.00
29/07/24	GST		-20.00
29/07/24	Debt Rec lot 501	Liauw/Winatan	-220.00
29/07/24	GST		20.00
11/02/25	Debt Referral Fee	Liauw/Winatan	-99.00
11/02/25	GST		9.00
13/02/25	Debt Rec lot 501	Strata Legal Queensland.	220.00
13/02/25	GST		-20.00
13/02/25	Debt Rec lot 501	Liauw/Winatan	-220.00
13/02/25	GST		20.00
28/02/25	Debt Rec lot 501	Strata Legal Queensland.	310.38
28/02/25	Debt Rec lot 501	Strata Legal Queensland.	1,103.96
28/02/25	GST		-100.36
28/02/25	Debt Rec lot 501	Liauw/Winatan	-1,103.96
28/02/25	GST		100.36
28/02/25	Debt Rec lot 501	Liauw/Winatan	-310.38
27/03/25	GST		-9.00
27/03/25	GST		9.00
27/03/25	Debt Referral Fee	Archers Body Corporate M'ment	99.00
27/03/25	GST		-9.00
	Total:		0.00

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1590	Administrative Fund	R & M - BUILDING	
14/06/24	Gym OH&S 28/5/24	Future Fitness Equipment	129.00
14/06/24	GST		-11.73
18/06/24	Prev maint 31/5	Tormax Automatic	143.00
18/06/24	GST		-13.00
25/06/24	Track windows 17/6	Express Glass 24 Hour Service	352.00
25/06/24	GST		-32.00
24/07/24	Svc call 26/6	Logan Locks	275.00
24/07/24	GST		-25.00
30/07/24	Pool signage 2/5	Better Call Joe	275.00
30/07/24	GST		-25.00
30/07/24	Dump chairs 28/6	Better Call Joe	88.00
30/07/24	GST		-8.00
02/08/24	Reflectors 31/7	Qld Door Doctors Abn7663270369	330.00
02/08/24	GST		-30.00
19/08/24	Ceiling hole 14/8	Better Call Joe	77.00
19/08/24	GST		-7.00
06/09/24	Prev maint 1/8	Tormax Automatic	143.00
06/09/24	GST		-13.00
11/09/24	OH S 7/8	Future Fitness Equipment	139.00
11/09/24	GST		-12.64
01/11/24	Deadlatch 25/10	Better Call Joe	935.00
01/11/24	GST		-85.00
05/11/24	Graphics install	Simply Signs Australia	302.50
05/11/24	GST		-27.50
08/11/24	Prev maint 5/11	Tormax Automatic	143.00
08/11/24	GST		-13.00
04/12/24	Prev maint 27/11	Tormax Automatic	584.10
04/12/24	GST		-53.10
16/12/24	Cnr Protector 10/12	Better Call Joe	121.00
16/12/24	GST		-11.00
16/12/24	Lock works 23/9	Better Call Joe	154.00
16/12/24	GST		-14.00
16/12/24	Intercom panel 13/9	Better Call Joe	99.00
16/12/24	GST		-9.00
19/12/24	Prep paint 21/10	Compaint Pty Ltd	504.90
19/12/24	GST		-45.90
07/01/25	Door svc 2/12	Tormax Automatic	247.50
07/01/25	GST		-22.50
07/01/25	Gym OH&S 12/12/24	Future Fitness Equipment	139.00
07/01/25	GST		-12.64
28/01/25	Spindle repl 24/1	Better Call Joe	132.00
28/01/25	GST		-12.00
11/03/25	Doors Feb Svc	Tormax Automatic	143.00
11/03/25	GST		-13.00

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ACCOUNTS SUMMARY

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1590	Administrative Fund	R & M - BUILDING	
31/03/25	Height safety 28/3	Accesspro Solutions Pty Ltd	1,925.00
31/03/25	GST		-175.00
	Total:		6,709.99
1593	Administrative Fund	R & M - ELECTRICAL	
17/05/24	Repl light 30/4	Lit Up Electrical	170.72
17/05/24	GST		-15.52
31/05/24	Repl Lights 30/4	Sundry Creditors@30/04/24	-170.72
31/05/24	GST		15.52
11/06/24	Elec works 4/6	Lit Up Electrical	313.50
11/06/24	GST		-28.50
18/06/24	50% share Lit Up Inv	Hudpac Corp No2 Ac 261752	107.25
18/06/24	GST		-9.75
08/07/24	Repl Lights 19/6	Lit Up Electrical	418.46
08/07/24	GST		-38.04
08/07/24	Elec works 19/6	Lit Up Electrical	243.10
08/07/24	GST		-22.10
10/07/24	Elec works 9/7	Lit Up Electrical	175.67
10/07/24	GST		-15.97
01/08/24	Elec work 17/5	Lit Up Electrical	209.00
01/08/24	GST		-19.00
19/08/24	Elec works 15/8	Lit Up Electrical	290.40
19/08/24	GST		-26.40
24/09/24	Elec works 19/9	Lit Up Electrical	226.82
24/09/24	GST		-20.62
15/10/24	Elec works 10/10	Lit Up Electrical	110.00
15/10/24	GST		-10.00
15/10/24	Elec works 23/9	Lit Up Electrical	253.00
15/10/24	GST		-23.00
08/11/24	Elec works 6/11	Lit Up Electrical	142.45
08/11/24	GST		-12.95
04/12/24	Elec works 28/11	Lit Up Electrical	192.45
04/12/24	GST		-17.50
16/12/24	Elec works 11/12	Lit Up Electrical	506.74
16/12/24	GST		-46.07
07/01/25	Elec works 30/12	Lit Up Electrical	709.50
07/01/25	GST		-64.50
13/01/25	Elec test 9/1	Lit Up Electrical	330.00
13/01/25	GST		-30.00
13/01/25	Svc faults 9/1	Lit Up Electrical	434.50
13/01/25	GST		-39.50
22/01/25	Elec works 14/1	Lit Up Electrical	528.00
22/01/25	GST		-48.00
22/01/25	Repl RCD 14/1	Lit Up Electrical	291.50

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ACCOUNTS SUMMARY

1 May 2024 to 30 April 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1593	Administrative Fund	R & M - ELECTRICAL	
22/01/25	GST		-26.50
22/01/25	Proj control 13/1	Insight Control Abn 77135	824.71
22/01/25	GST		-74.97
22/01/25	Isolator 13/1	Insight Control Abn 77135	4,981.20
22/01/25	GST		-452.84
24/02/25	Lights 9/12	Lit Up Electrical	297.00
24/02/25	GST		-27.00
26/02/25	Downlights 21/2	Lit Up Electrical	188.05
26/02/25	GST		-17.10
04/03/25	Rplc fluro 25/2	Lit Up Electrical	406.18
04/03/25	GST		-36.93
24/03/25	Elec works 19/3	Lit Up Electrical	159.50
24/03/25	GST		-14.50
	Total:		11,217.24
1598	Administrative Fund	R & M - PLUMBING	
18/06/24	Blocked sewer 15/6	K-Oz Plumbing Pty Ltd	530.50
18/06/24	GST		-48.23
01/07/24	Pipe works 26/6	Sawyer Plumbing Pty Ltd	935.00
01/07/24	GST		-85.00
04/12/24	Leak works 10/7	Sawyer Plumbing Pty Ltd	1,138.50
04/12/24	GST		-103.50
16/12/24	Hose attach 11/10	K-Oz Plumbing Pty Ltd	222.20
16/12/24	GST		-20.20
07/01/25	Leak works 18/12	K-Oz Plumbing Pty Ltd	189.20
07/01/25	GST		-17.20
07/01/25	Leak works 17/12	K-Oz Plumbing Pty Ltd	222.20
07/01/25	GST		-20.20
07/01/25	Blocked drain 23/12	K-Oz Plumbing Pty Ltd	1,291.62
07/01/25	GST		-117.42
07/01/25	Wtr damage 31/12	K-Oz Plumbing Pty Ltd	261.25
07/01/25	GST		-23.75
07/01/25	Leak works 2/1	K-Oz Plumbing Pty Ltd	225.01
07/01/25	GST		-20.46
09/04/25	Leak works 17/2	Sawyer Plumbing Pty Ltd	528.00
09/04/25	GST		-48.00
	Total:		5,039.52
15991	Administrative Fund	R & M - SECURITY SYSTEM	
17/07/24	Network svc 5/6	Foxtone Digital	385.00
17/07/24	GST		-35.00
28/04/25	Svc Internet 9/1	Foxtone Digital	260.00
28/04/25	GST		-23.64
	Total:		586.36

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1610	Administrative Fund	SECURITY	
07/05/24	Patrols Apr 24	Southern Cross Protection	326.49
07/05/24	GST		-29.68
31/05/24	Patrol Apr 24	Sundry Creditors@30/04/24	-326.49
31/05/24	GST		29.68
07/06/24	Patrols May 24	Southern Cross Protection	344.14
07/06/24	GST		-31.29
05/07/24	Patrols Jun 24	Southern Cross Protection	344.14
05/07/24	GST		-31.29
05/08/24	Patrols Jul 24	Southern Cross Protection	339.56
05/08/24	GST		-30.87
10/09/24	Patrols Aug 24	Southern Cross Protection	369.26
10/09/24	GST		-33.57
04/10/24	Patrols Sept 24	Southern Cross Protection	369.26
04/10/24	GST		-33.57
08/11/24	Patrols Oct 24	Southern Cross Protection	369.26
08/11/24	GST		-33.57
10/12/24	Patrols Nov 24	Southern Cross Protection	369.26
10/12/24	GST		-33.57
10/01/25	Patrols Dec 24	Southern Cross Protection	369.26
10/01/25	GST		-33.57
11/02/25	Patrols Jan 25	Southern Cross Protection	369.26
11/02/25	GST		-33.57
12/03/25	Patrols Feb 25	Southern Cross Protection	369.26
12/03/25	GST		-33.57
04/04/25	Patrols Mar 25	Southern Cross Protection	359.36
04/04/25	GST		-32.67
30/04/25	Patrols Apr 25	Sundry Creditors@30/04/25	369.26
30/04/25	GST		-33.57
	Total:		3,946.60
22109	Sinking Fund	BUILDING REPAIRS	
03/09/24	Roof lvl dmg 26/8	Remedial Building Works	1,826.00
03/09/24	GST		-166.00
07/01/25	Leak work depost	Waterstop Solutions (Qld) P/L	4,587.00
07/01/25	GST		-417.00
28/01/25	High Pressure works	Waterstop Solutions (Qld) P/L	950.40
28/01/25	GST		-86.40
11/02/25	Tech svc 7/2	Waterstop Solutions (Qld) P/L	950.40
11/02/25	GST		-86.40
13/02/25	Special Tech svc	Waterstop Solutions (Qld) P/L	4,587.00
13/02/25	GST		-417.00
17/03/25	Wtrproof works 12/3	Deepseal Waterproofing Pty Ltd	3,976.50
17/03/25	GST		-361.50
	Total:		15,343.00

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
22122	Sinking Fund	BUILDING WASH DOWN	
03/02/25	Bldg washdown 30/1	Compaint Pty Ltd	10,428.00
03/02/25	GST		-948.00
	Total:		9,480.00
22201	Sinking Fund	CLEANING	
22/11/24	Svc Vents Sep 24	Safeair Industrial Services	12,487.20
22/11/24	GST		-1,135.20
	Total:		11,352.00
22400	Sinking Fund	ELECTRICAL	
08/11/24	Elec works 6/11	Lit Up Electrical	2,115.30
08/11/24	GST		-192.30
24/03/25	Rooftop Fans 17/3	A Grade Air	3,965.50
24/03/25	GST		-360.50
	Total:		5,528.00
22800	Sinking Fund	INCOME TAX	
31/05/24	01/07/23 - 30/04/24	Income Tax @ 30/04/24	-3,151.80
30/04/25	ITR Jun 24	ltr Jun 24	3,516.00
30/04/25	01/07/24 - 30/04/25	Income Tax @ 30/04/25	2,006.41
	Total:		2,370.61
22805	Sinking Fund	PAYG INSTALMENTS	
01/10/24	Instalment Tax		279.00
31/12/24	Instalment Tax		279.00
31/12/24	PAYG 31/12/24	Ato	1,305.00
31/03/25	Instalment Tax		279.00
31/03/25	PAYG Adj 31/3/25	Ato	654.89
	Total:		2,796.89
23506	Sinking Fund	POOL PUMP	
23/07/24	Rpl pump 4/7	Hudpac Corp No2 Ac 261752	2,084.78
23/07/24	GST		-189.53
	Total:		1,895.25
23512	Sinking Fund	PLUMBING WORK	
29/05/24	Repl HW heater	Sawyer Plumbing Pty Ltd	1,161.49
29/05/24	GST		-105.59
14/06/24	Water leak 6/6	K-Oz Plumbing Pty Ltd	2,335.24
14/06/24	GST		-212.29
07/01/25	Hire of Equip 23/12	K-Oz Plumbing Pty Ltd	14,270.62
07/01/25	GST		-1,297.33
	Total:		16,152.14

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<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
25562	Sinking Fund	POOL EQUIPMENT	
22/07/24	Pump 18/7	Jims Pool Care Chelmer	1,468.00
22/07/24	GST		-133.45
	Total:		1,334.55

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number: PSC0231277

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

35 PEEL ST

SOUTH BRISBANE QLD

Postcode

4

1

0

1

Lot and plan details:

2/SP/227496

Local government area:

BRISBANE CITY

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

2

6

/

1

0

/

2

0

2

4

Expiry date:

2

6

/

1

0

/

2

0

2

5

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

QUAN ZUO

Pool safety inspector
licence number:

PS15132567

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

Body Corporate for

THE CAPITOL APARTMENTS CTS 44636

Mail Address:
GPO Box 3025
Brisbane Qld 4001

Telephone: (07) 3220 9400
Fax: (07) 3220 9499

Office Address:
Level 4, 97 Creek Street
Brisbane Qld 4000

TAX INVOICE
ABN 54 816 439 238

Body Corporate and Community Management Act 1997 NOTICE OF CONTRIBUTIONS

Mr A A & Mrs R J Azam
88 Marine Drive
OATLEY NSW 2223

Date of Notice	24 March 2025		
A/c No	307		
Lot No	307	Unit Number	307
Contrib Ent.	37		
Interest Ent.	98		

Body Corporate for

THE CAPITOL APARTMENTS CTS 44636

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund	01/05/25 to 31/07/25	01/05/25	1,482.37	296.47	01/05/25	1,185.90
Sinking Fund	01/05/25 to 31/07/25	01/05/25	425.09	85.02	01/05/25	340.07
Insurance Fund	01/05/25 to 31/07/25	01/05/25	148.87	29.77	01/05/25	119.10
Totals (Levies include GST)			2,056.33	411.26		\$1,645.07
GST component on gross of \$1,869.40 is \$186.93 or on net of \$1,495.51 is \$149.56						
If paying by DEFT Direct Debit, ensure payment covers amount due. Please make your cheque payable to The body corporate for, THE CAPITOL APARTMENTS CTS 44636 Please visit www.deft.com.au for any fees that may be applied when making payments via credit cards.						

IMPORTANT NOTICE

If Levies are NOT received by the due date above, any discounts will be lost and penalty interest incurred where applicable.

The following arrears procedures will then apply:-

- * 1st Notice - (payment not received within 10 days of Levy Notice Due Date) - cost to owner \$33.00
- * 2nd Notice - (payment not received within 24 days of Levy Notice Due Date) - cost to owner \$44.00
- * Final Notice - (payment not received within 40 days of Levy Notice Due Date) - cost to owner \$66.00. If not paid within 7 days of the final notice being sent the matter may be referred to a debt collection agency at a cost to the owner in excess of \$99.00.



ARCHERS BODY CORPORATE M'MENT



DEFT Reference Number:
305337651 1000 0003 072



Billers Code: 96503
Ref: 305337651 1000 0003 072

Lot 307/ Unit 307
The Capitol Apartments

Visit www.deft.com.au to pay by card or direct debit.

** Payments by credit card may attract a surcharge

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account or card



Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
Body Corporate for The Capitol Apartments CTS 44636



*496 305337651 10000003072

NET AMOUNT DUE
DUE DATE 01/05/25

\$1,645.07



Payment receipt

Payment receipt number is **ON0000139571202**
Date and time of request: **24 Mar 2025 07:28pm AEDT**

Amount	\$1,645.07
From	Offset Capitol Abdul Ahjaz Azam & Roshmeen Jaitun Azam 182-182 024866907
To	Deft Payments 96503 30533765110000003072
When	Paying Thursday, 01 May 2025, just once Arriving Thursday, 01 May 2025 (AEDT)
Description	BPAY Payment
Payment type	BPAY



Vendor/s

ABDUL AHJAZ AZAM, ROSHMEEN JAITUN AZAM

Property Address

UNIT 307 35 PEEL ST, SOUTH BRISBANE QLD 4101

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)

000039902562

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)

000039902562

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)

000039902562

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.