

Seller Disclosure Report

Vendor/s

RITA JUDITH HOOPER, BRIAN RICHARD HOOPER

Property Address

UNIT 13 35 MAHER ST, ZILLMERE QLD 4034

Prepared On

Monday, August 25, 2025

In This Report

01 Disclosure Statement

02 Searches

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 RITA JUDITH HOOPER, BRIAN RICHARD HOOPER

Property address UNIT 13 35 MAHER ST, ZILLMERE QLD 4034
(referred to as the
“property” in this
statement)

Lot on plan description Lot 13 on SP275989

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

☐ **No**

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

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ **Yes**

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

☒ **Yes**

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: Please refer to the attached REIQ Tenancies Sc</p> <p>» the amount of rent and bond payable: Please refer to the attached REIQ Tenancies Sc</p> <p>» whether the lease has an option to renew: Please refer to the attached REIQ Tenancies Sc</p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in <input type="checkbox"/> Yes writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>Please refer to the attached Statutory Encumbrance Report Annexure and Maps for further information.</p>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 16 March 2025</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>Low-medium density residential (2 or 3 storey mix) 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
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>. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$548.82 Date Range: 1/7/2025 – 30/9/2025
	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—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$218.35 Date Range: 30/03/2025 – 23/6/2025
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/>

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>

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

Signatures – SELLER

Signed by:
rita hooper
C8ECB07A68EA9FDC

Signature of seller

rita hooper

Name of seller

25/08/2025 12:53 pm

Date

Signed by:
brian hooper
F45482D463B0ABCA

Signature of seller

brian hooper

Name of seller

25/08/2025 12:41 pm

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: 52824809
Search Date: 01/08/2025 14:47

Title Reference: 51024619
Date Created: 12/02/2016

Previous Title: 50062249

REGISTERED OWNER

Dealing No: 721656896 03/05/2022

RITA JUDITH HOOPER
BRIAN RICHARD HOOPER JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 13 SURVEY PLAN 275989
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 48242

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10089038 (POR 237)

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

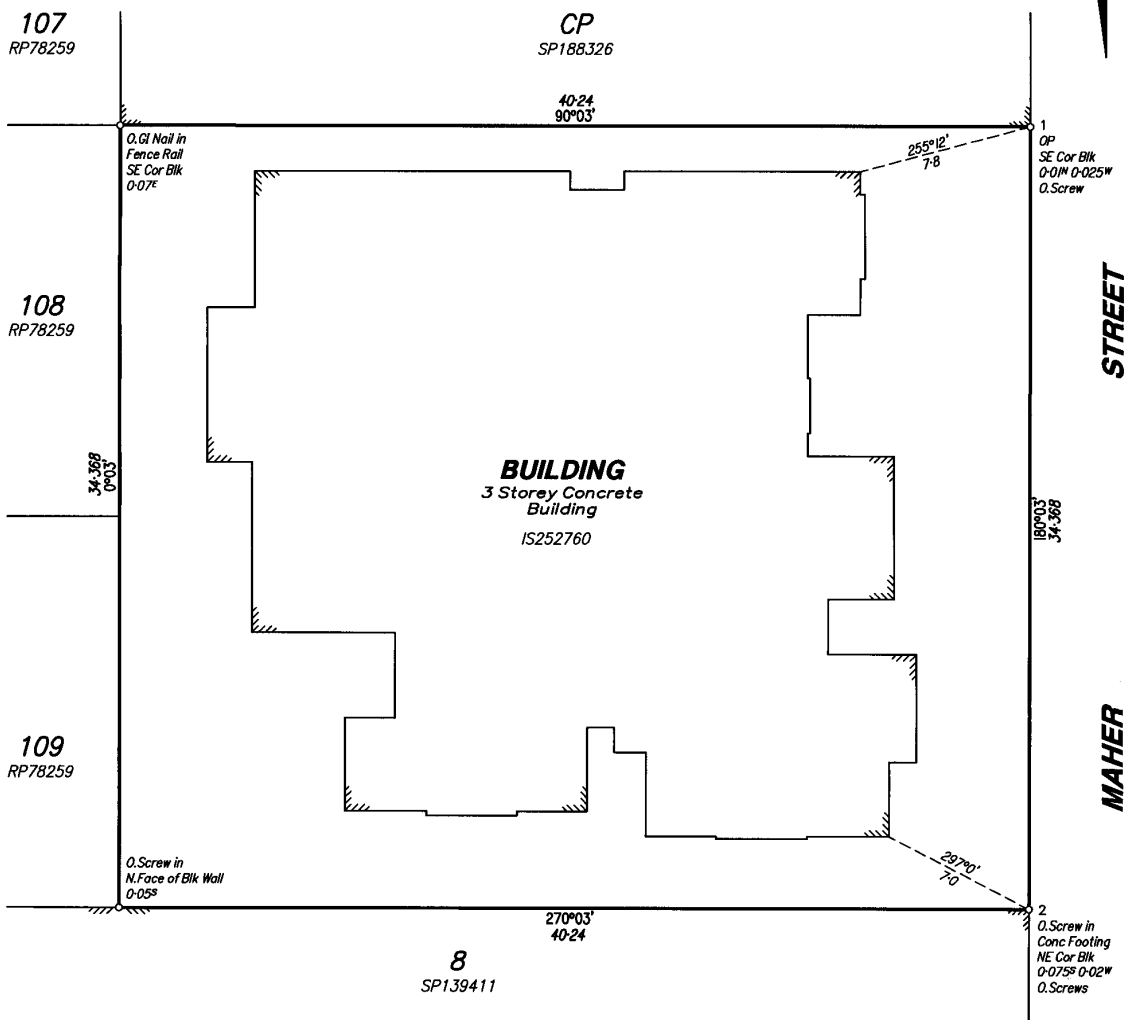
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

Land Title Act 1994 : Land Act 1994
Form 21 Version 3

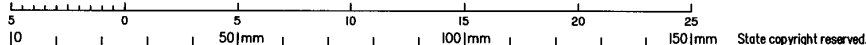
SURVEY PLAN

Sheet
1 of
3

REFERENCE		MARKS		
STN	TO	BRG	DIST	ORIGIN
1	O.Screw in Kb	90°14'30"	6.103	IS252760
1	Screw in Kb	137°19'	20.71	
2	O.Screw in Conc	90°00'	6.0	IS252760
2	O.Screw in Kb	25°11'	14.363	IS252760

Base Parcel Area . . . 1383m²

Scale 1:200 - Lengths are in Metres.



LAWSON GROUP PTY. LTD. (ACN 131 591 976) hereby certify that the land comprised in this plan was surveyed by the corporation, by Reigan Brian CRAWLEY, surveying associate, for whose work the corporation accepts responsibility, under the supervision of Russell Leo CHRISTOFFS, 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 20/10/2015.

[Signature]
Director

8/12/2015
Date

PLAN OF

LOTS 1 - 13 & Common Property**Cancelling Lots 122 & 123 on RP78259**LOCAL
GOVERNMENT: **BRISBANE CITY COUNCIL** LOCALITY: **ZILLMERE**

Meridian: IS252760

Survey
Records: NOScale:
1 : 200Format:
BUILDING**SP275989**

17766

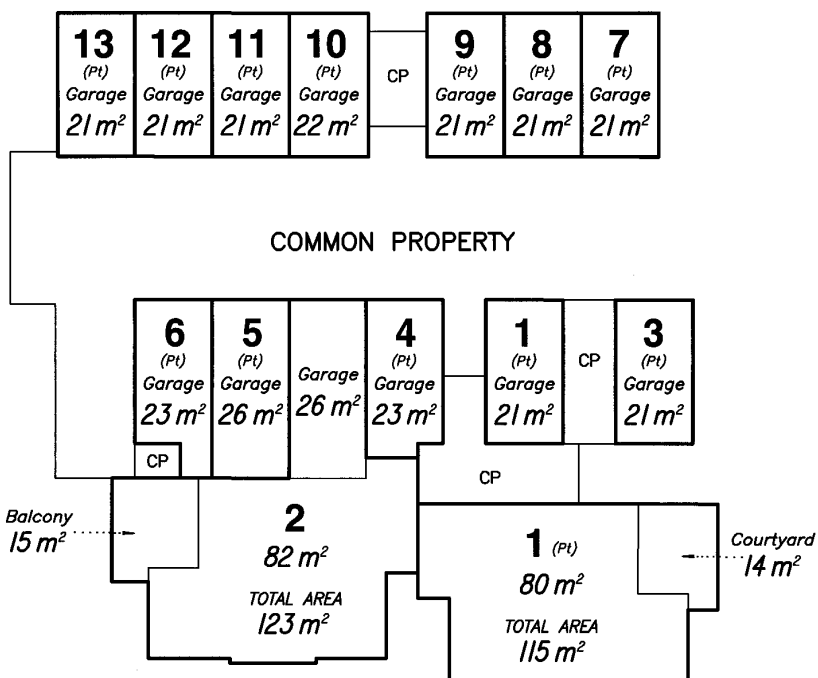
<p style="font-size: 24px; margin: 0;">717021021</p> <p style="margin: 0;">\$1495.00 20/01/2016 12:00</p> <p style="font-size: 18px; margin: 0;">BE 400 NT</p>		<p style="font-size: 12px; margin: 0;">WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</p>																																
<p>1. Certificate of Registered Owners or Lessees.</p> <p>I/We <u>LEOTIN CONSTRUCTIONS PTY LTD</u> <u>A.C.N. 061 912 169</u></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.</p> <p>* as Lessees of this land agree to this plan</p> <p style="text-align: center;"> DIRECTOR Signature of * Registered Owners * Lessees </p> <p>* Rule out whichever is inapplicable</p>		<p>5. Lodged by</p> <p style="text-align: center; font-size: 18px;"><u>ANSTRAL CREDIT</u> <u>CONTROL</u></p> <p style="text-align: right; font-size: 18px;"><u>176 A</u> <u>JPB</u></p> <p style="font-size: 10px;">(Include address, phone number, reference, and Lodger Code)</p>																																
<p>2. Planning Body Approval.</p> <p>* <u>BRISBANE CITY COUNCIL</u> hereby approves this plan in accordance with the:</p> <p>% <u>SUSTAINABLE PLANNING ACT 2009</u></p> <p>Dated this <u>15th</u> day of <u>January 2016</u></p> <p style="text-align: center;"> <u>L. Crawford</u> <u>LEE CRAWFORD</u> <u>(DELEGATE)</u> </p> <p>* Insert the name of the Planning Body. % Insert applicable approving legislation. # Insert designation of signatory or delegation</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">6. Existing</th> <th colspan="3" style="text-align: left;">Created</th> </tr> <tr> <th style="font-size: 8px;">Title Reference</th> <th style="font-size: 8px;">Description</th> <th style="font-size: 8px;">New Lots</th> <th style="font-size: 8px;">Road</th> <th style="font-size: 8px;">Secondary Interests</th> </tr> <tr> <td>50062248</td> <td>Lot 122 on RP78259</td> <td>1-9 & CP</td> <td>—</td> <td>—</td> </tr> <tr> <td>50062249</td> <td>Lot 123 on RP78259</td> <td>1-13 & CP</td> <td>—</td> <td>—</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: 8px;">MORTGAGE</th> <th style="font-size: 8px;">LOTS FULLY ENCUMBERED</th> <th style="font-size: 8px;">LOTS PARTIALLY ENCUMBERED</th> </tr> <tr> <td>716352862</td> <td>1-13</td> <td>—</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">1-13 & CP</td> <td style="width: 30%; text-align: center;">Por.237</td> <td rowspan="2" style="width: 40%; padding: 5px;"> <p>12. Building Format Plans only.</p> <p>I certify that:</p> <p>* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;</p> <p>* Part of the building shown on this plan encroaches onto adjoining lots and road</p> <p style="text-align: right;"> Cadastral Surveyor/Director Date <u>8/12/2015</u> <small>* delete words not required</small> </p> </td> </tr> <tr> <td style="text-align: center;">Lots</td> <td style="text-align: center;">Orig</td> </tr> </table>		6. Existing		Created			Title Reference	Description	New Lots	Road	Secondary Interests	50062248	Lot 122 on RP78259	1-9 & CP	—	—	50062249	Lot 123 on RP78259	1-13 & CP	—	—	MORTGAGE	LOTS FULLY ENCUMBERED	LOTS PARTIALLY ENCUMBERED	716352862	1-13	—	1-13 & CP	Por.237	<p>12. Building Format Plans only.</p> <p>I certify that:</p> <p>* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;</p> <p>* Part of the building shown on this plan encroaches onto adjoining lots and road</p> <p style="text-align: right;"> Cadastral Surveyor/Director Date <u>8/12/2015</u> <small>* delete words not required</small> </p>	Lots	Orig
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<p>3. Plans with Community Management Statement :</p> <p>CMS Number: <u>48242</u></p> <p>Name: <u>'MAHER PLACE'</u></p>		<p>7. Orig Grant Allocation :</p> <p>8. Map Reference : <u>9543-34324</u></p> <p>9. Parish : <u>KEDRON</u></p> <p>10. County : <u>STANLEY</u></p> <p>11. Passed & Endorsed :</p> <p>By: <u>Lawson Group Pty Ltd.</u> Date: <u>8-12-2015</u> Signed: Designation: <u>Liaison Officer</u></p>																																
<p>4. References :</p> <p>Dept File : Local Govt : Surveyor: <u>17766</u></p>		<p>13. Lodgement Fees :</p> <table style="width: 100%;"> <tr><td>Survey Deposit</td><td style="text-align: right;">\$</td></tr> <tr><td>Lodgement</td><td style="text-align: right;">\$</td></tr> <tr><td>..... New Titles</td><td style="text-align: right;">\$</td></tr> <tr><td>Photocopy</td><td style="text-align: right;">\$</td></tr> <tr><td>Postage</td><td style="text-align: right;">\$</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">\$</td></tr> </table> <p>14. Insert Plan Number SP275989</p>		Survey Deposit	\$	Lodgement	\$ New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$																			
Survey Deposit	\$																																	
Lodgement	\$																																	
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Photocopy	\$																																	
Postage	\$																																	
TOTAL	\$																																	

LEVEL A

Scale 1: 200



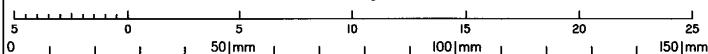
COMMON PROPERTY



COMMON PROPERTY

CP - Denotes Common Property

Scale 1: 200 - Lengths are in Metres.



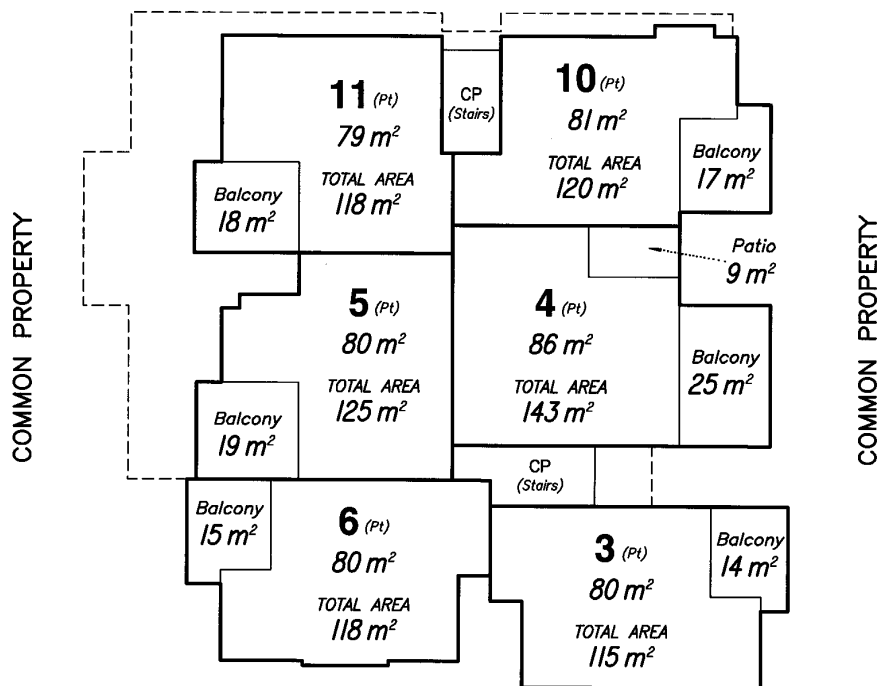
State copyright reserved.

Insert Plan Number **SP275989**

17/86

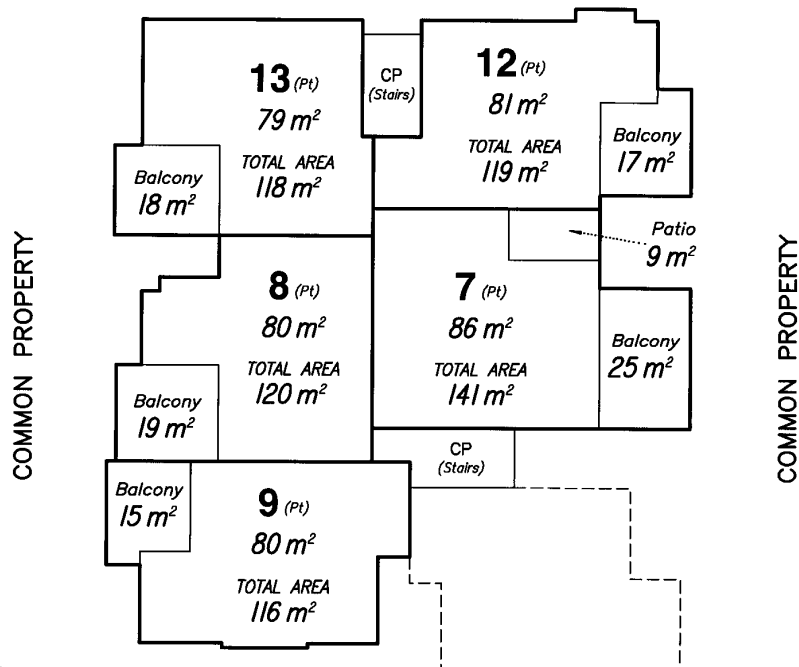
LEVEL B

Scale 1 : 200



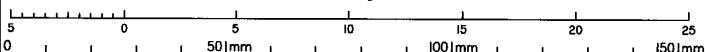
LEVEL C

Scale 1 : 200



----- Denotes Level Below
CP - Denotes Common Property

Scale 1: 200 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP275989**

Property Fact Pack

develo

u13/35 Maher Street
Zillmere QLD 4034

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



NO
CONSIDERATIONS
IDENTIFIED



Flood Risk



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Bushfire Risk



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

1st of August, 2025

ADDRESS

u13/35 MAHER STREET

LOT/PLAN

13/SP275989

COUNCIL

Brisbane

ZONING

- Low-Medium Density Residential (2 Or 3 Storey Mix)

UTILITIES

- Sewer
- Water

SCHOOL CATCHMENTS

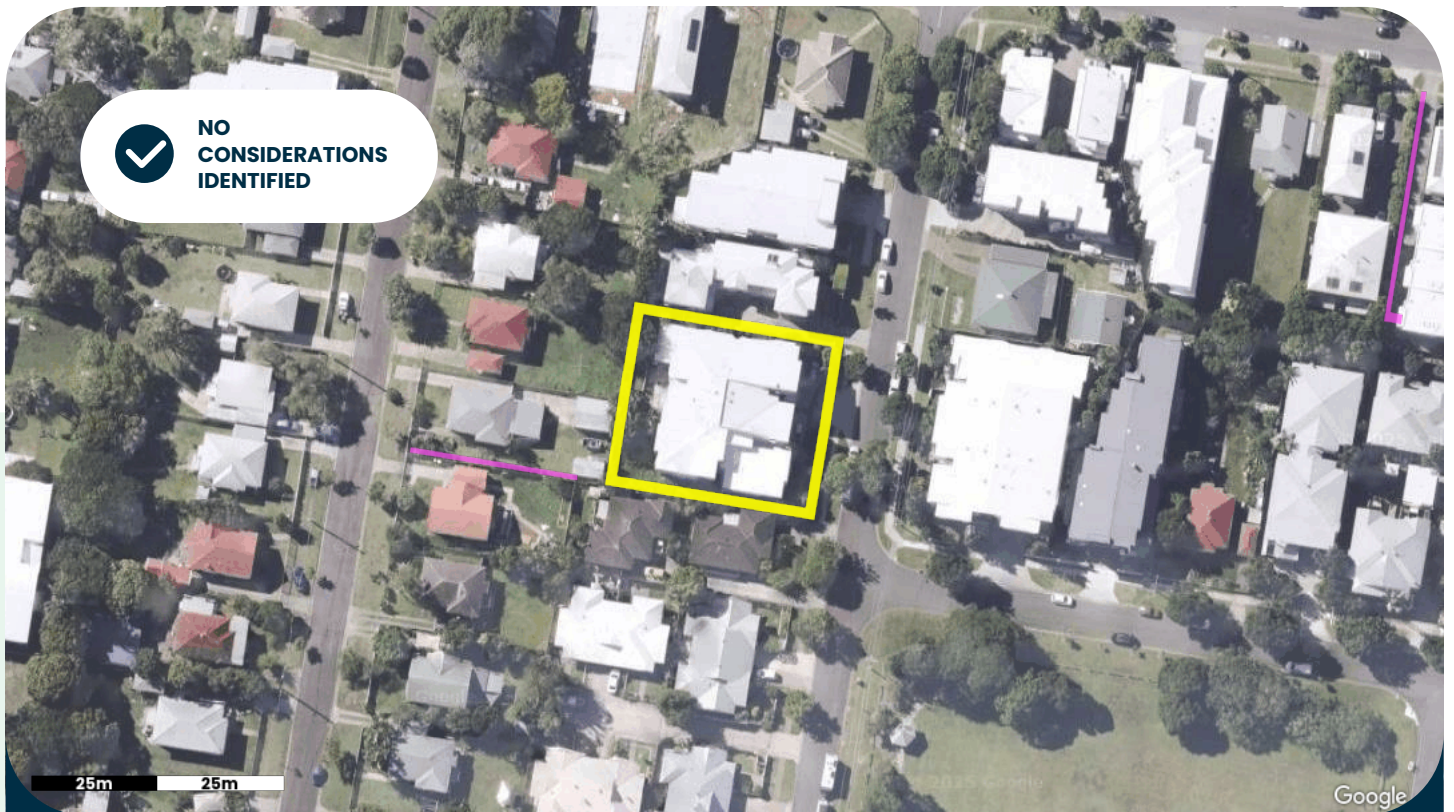
- Taigum SS
- Aspley SHS

CLOSEST CITY

Brisbane - 12km

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?



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.

PROPERTY DUE DILIGENCE REPORT | u13/35 MAHER STREET

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

Character

Is the property in a character or heritage area?



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

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

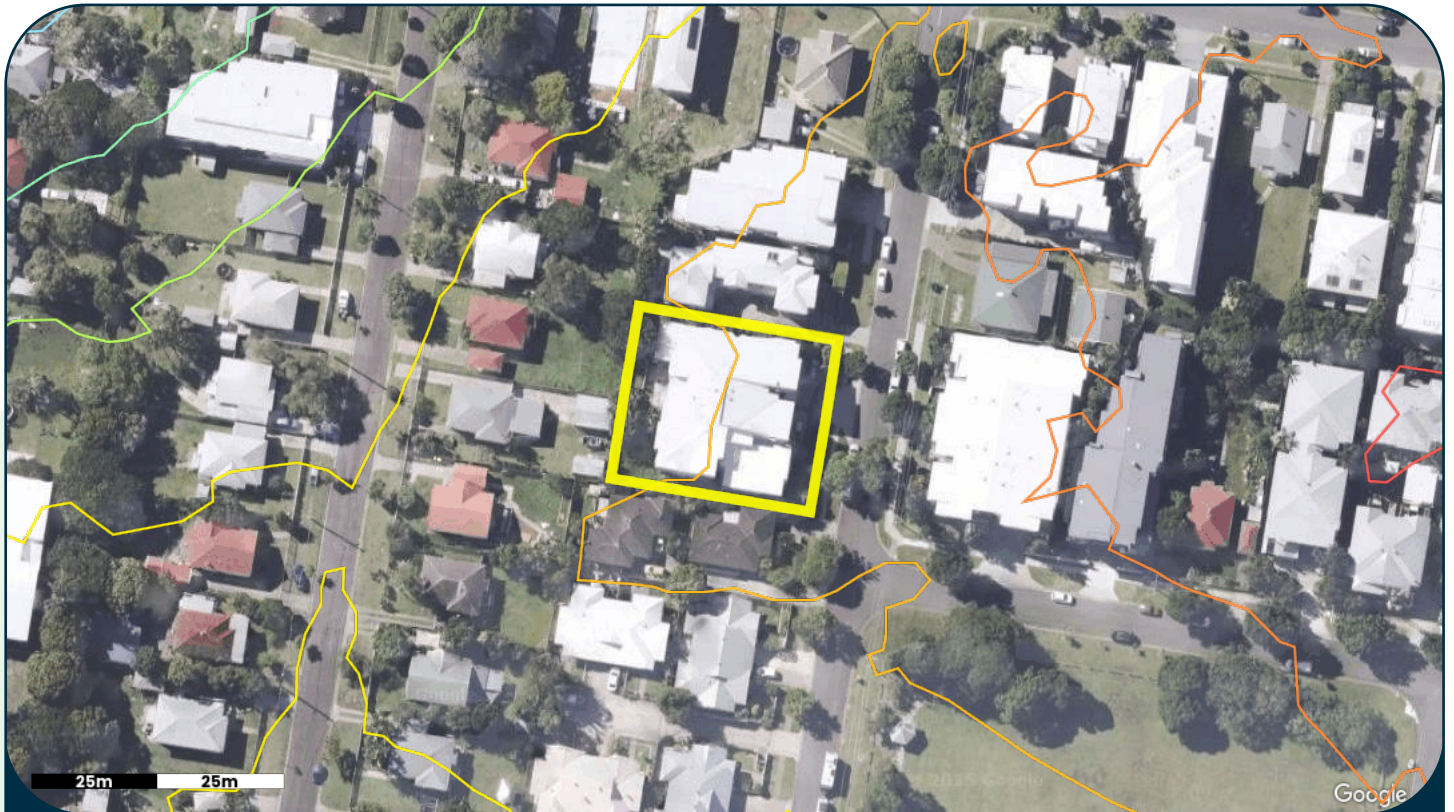
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

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.

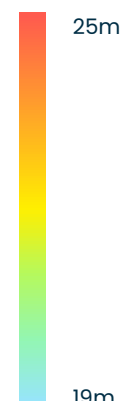
Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

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: ~0m
-  Property High: ~23m
-  Property Low: ~23m



Noise

Is the property in a potential noise area?



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

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
-  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

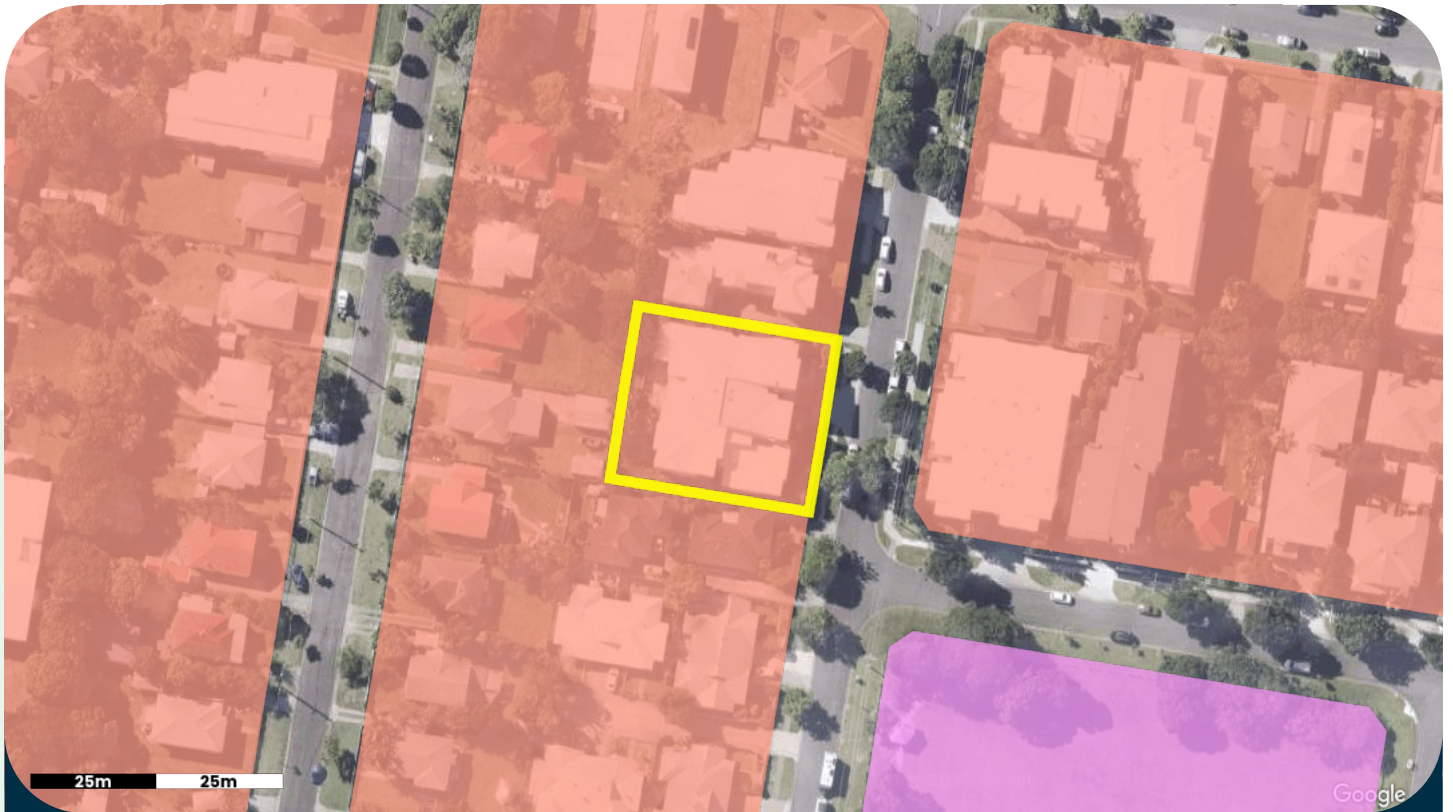
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Overhead Power Line (HV)
-  Overhead Power Line (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
-  Low-Medium Density Residential (2 Or 3 Storey Mix)
-  Open Space (Local)

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



Imagery may misalign with boundaries due to capture distortion.
Note: All dimensions are estimates, not all dimensions may be shown.

Area: ~1,382m², Perimeter: ~149m

LEGEND

 Selected Property

YOUR DIGITAL COPY



8f55ff

WHO ELSE COULD USE THIS REPORT

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

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

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

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

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

Transaction ID: 51030770 EMR Site Id: 01 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 13 Plan: SP275989
13/35 MAHER ST
ZILLMERE

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 931225

Date: 01/08/2025

Search Request reference: 169187655

Applicant details

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

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 13 on Plan SP275989 at Unit 13 35 Maher St, Zillmere Qld 4034 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.

QUUR78 A4B/E-1/S-1/I-1/

170 KEELE RD
HELIDON SPA QLD 4344

Property Location: MAHER PLACE 13
33 MAHER STREET
ZILLMERE 4034

Customer reference number	10 1109 2950 0000 1
Bill number	1109 2950 15
Date issued	27/06/2025
Total due	\$349.12
Current charges due date	02/08/2025

Your water usage

Water usage (kL)	30
Days charged	86

Average daily water usage (litres)

Current period	349
Same period last year	135

Account Summary Period 30/03/2025 - 23/06/2025

Your Last Account

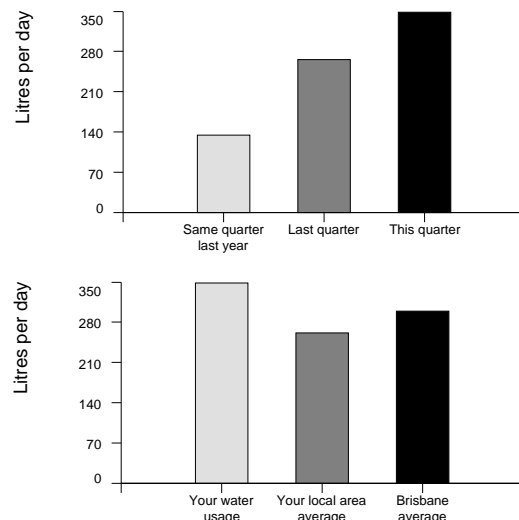
Amount Billed	\$374.11
Amount Paid	\$374.11CR

Your Current Account

Balance	\$0.00
Current Charges	\$349.12

Total Due	\$349.12
------------------	-----------------

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 30/03/2025 - 23/06/2025 (86 days)

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ABG26349	30/03/2025	696		
	24/06/2025	726	30kL	

Water Usage

State bulk water price

State Bulk Water Charge 2024/25	30kL @ \$3.444000/kL	\$103.32
---------------------------------	----------------------	----------

Urban Utilities distributor-retailer price

Tier 1 usage 2024/25	30kL @ \$0.915000/kL	\$27.45
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Subtotal \$130.77

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 \$130.77

Water services \$57.79

Sewerage services \$160.56

Your total charges 30/03/2025 - 23/06/2025 \$349.12

Customer ref. no. 10 1109 2950 0000 1

MAHER PLACE 13
33 MAHER STREET
ZILLMERE 4034



Your usage was 30 kilolitres.

That's an average of 349 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

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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 1109 2950 0000 1



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 101109295000001



Current charges due date

02/08/2025

For Credit Urban Utilities

Trans Code

831

User ID

066840

Customer Reference No.

101109295000001

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



Credit

Date

Cash

Cheques

Teller Stamp
& Initials

Total Due

\$ 349.12

+757+



Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Mailing Code EMAIL
Property Location 13/33 MAHER ST
ZILLMERE
Issue Date 9 Jul 2025

Bill number
5000 1048 7725 629

Bill number including donation
5800 1048 7725 629

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Jul 2025 - 30 Sep 2025



500010487725629/E-1/S-1/I-1/H-6

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

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

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

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

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



LORD MAYOR'S
CHARITABLE TRUST

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

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

Nett Amount Payable

\$548.80

Due Date

8 Aug 2025

Summary of Charges

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

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

Including Lord Mayor's Charitable Trust \$15 donation



*439 580010487725629



Billers Code: 319186
Ref: 5800 0000 5349 224
Amt: \$563.80 by 8 Aug 2025

Excluding Lord Mayor's Charitable Trust \$15 donation



*439 500010487725629



Billers Code: 78550
Ref: 5000 0000 5349 224
Amt: \$548.80 by 8 Aug 2025

Pay using your smartphone



Due Date

8 Aug 2025

50

Gross Amount

\$548.82

Nett Amount

\$548.80

<0000054880>

<004440>

<500010487725629>

>

Rating and rebate information

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

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

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

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

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

Payment options



Online

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



Direct Debit

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



By Mobile

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



Mail

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

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

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



Telephone and Internet Banking - BPAY®

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

®Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAYVIEW

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



Instore

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



Phone Pay

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



Brisbane City Council Customer Centre

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

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

Use and Disclosure Notice

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

English

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

Italian

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

Spanish

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

Chinese

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

Property Details

Owner

Property Location	13/33 MAHER ST ZILLMERE	
Real Property Description	L.13 SP.275989 PAR KEDRON 1/13	
Valuation effective from	1 Jul 2023	\$73,077
	1 Jul 2024	\$73,077
	1 Jul 2025	\$88,462
Average Rateable Valuation (A R V)	\$78,205	

Account Details

Account Number 5000 0000 5349 224

Opening Balance		
Closing Balance Of Last Bill	506.71	
Payment Received - 15-Apr-2025	506.70	CR
Discount/Rounding Allowed	0.01	CR
Total		0.00

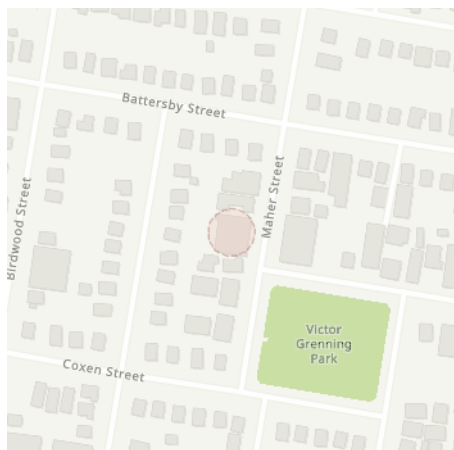
Period: 1 Jul 2025 - 30 Sep 2025

Brisbane City Council Rates & Charges		
General Rates - Category 14 (Annually 0.323 Cents In The A R V \$)		
@ Parity Factor (P/F) 1.000000	328.37	
Waste Utility Charge - 1 Charge(S) @ \$128.24 Qtr	128.24	
Bushland Preservation Levy Category 14 (Annual 0.0119 Cents In The A R V \$) @ P/F 1.000000		
	12.07	
Environmental Mgt Compliance Levy Category 14 (Annual 0.017 Cents In The A R V \$) @ P/F 1.000000		
	17.24	
Total		485.92
State Government Charges		
Emergency Management Levy - Group 2	62.90	
Total		62.90

Other Information

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

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

[Review responses online](#) ↗


Received 8 of 8 responses

All responses received

Unit 13 35 Maher Street, Zillmere QLD 4034

Job dates

01/08/2025 → 02/08/2025

These plans expire on

29 Aug 2025

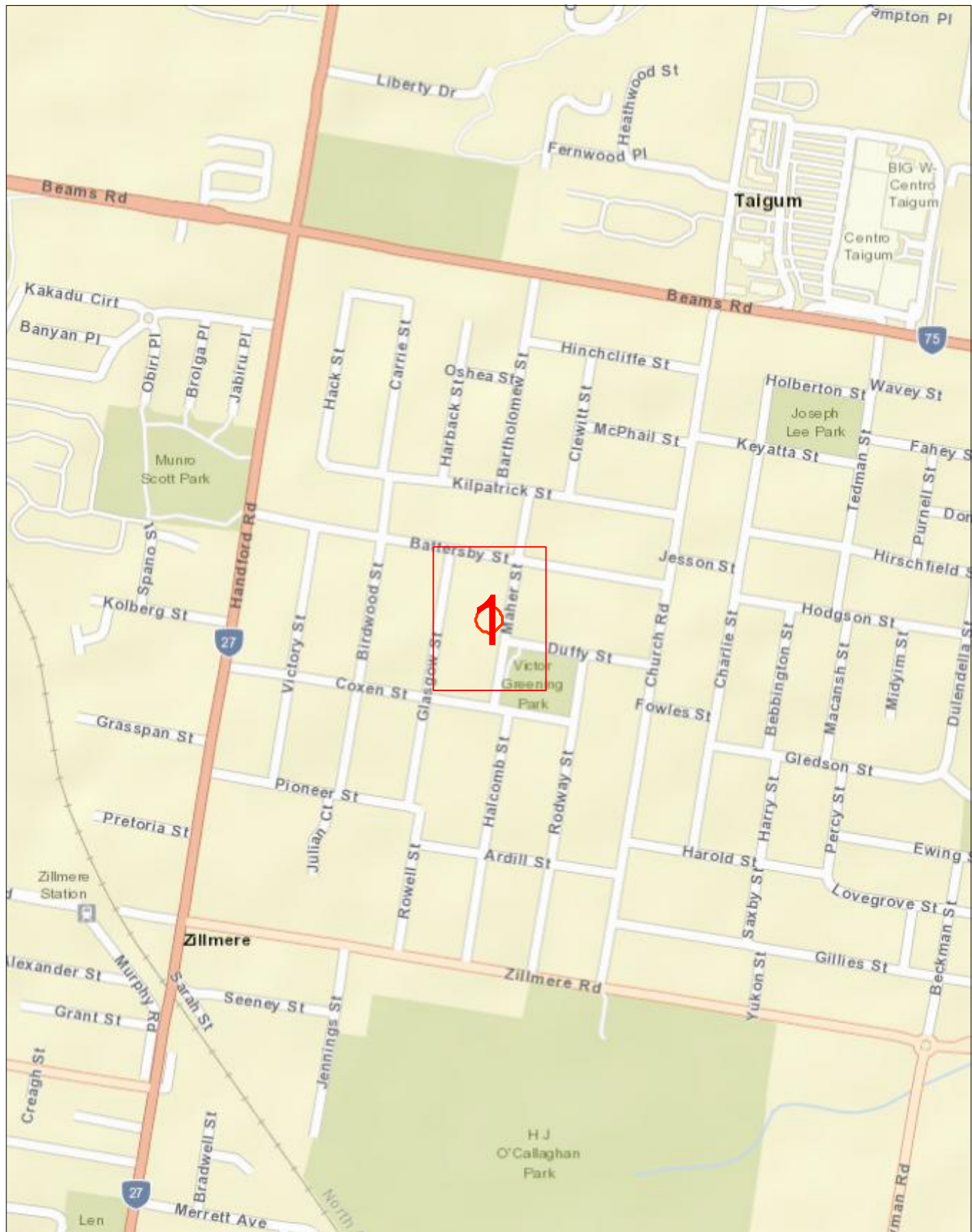
Lodged by

Mark Austria

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (70710)	Received	4
🏠 Brisbane City Council	Received	56
🏠 Energex QLD	Received	59
🏠 National Fire Ant Eradication Program	Received	96
🏠 NBN Co Qld	Received	99
🏠 Queensland Urban Utilities	Received	110
🏠 Telstra QLD South East	Received	115
🏠 Torus Networks Pty Ltd	Received	124

Site Unit 13 35 Maher Street
Address: Zillmere
QLD 4034

Sequence 258904674
Number:



Scale 1: 6000

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



Enquiry Area

Map Key Area



Site Unit 13 35 Maher Street
Address: Zillmere
QLD 4034

Sequence 258904674
Number:



Scale 1: 700

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



Enquiry Area



Map Key Area



Legend

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

This map was created in colour and should be printed in colour



Job # 50811044
Seq # 258904669
Provider: Brisbane City Council
Telephone: (07) 3403 8888



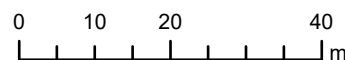
- Legend**
- BYDA Enquiry
 - Stormwater Network**
 - Stormwater Gully / Roofwater Connection
 - Stormwater Gully Pit

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
01/08/25 (valid for 30 days)



Scale 1:1,000



Plans generated by
SmarterWX™ Automate



BYDA

Sequence: 258904670
Date: 01/08/2025

Scale: 1:514
Tile No: **OVERVIEW**

LEGEND

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

AS5488 Category "D" Plan



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

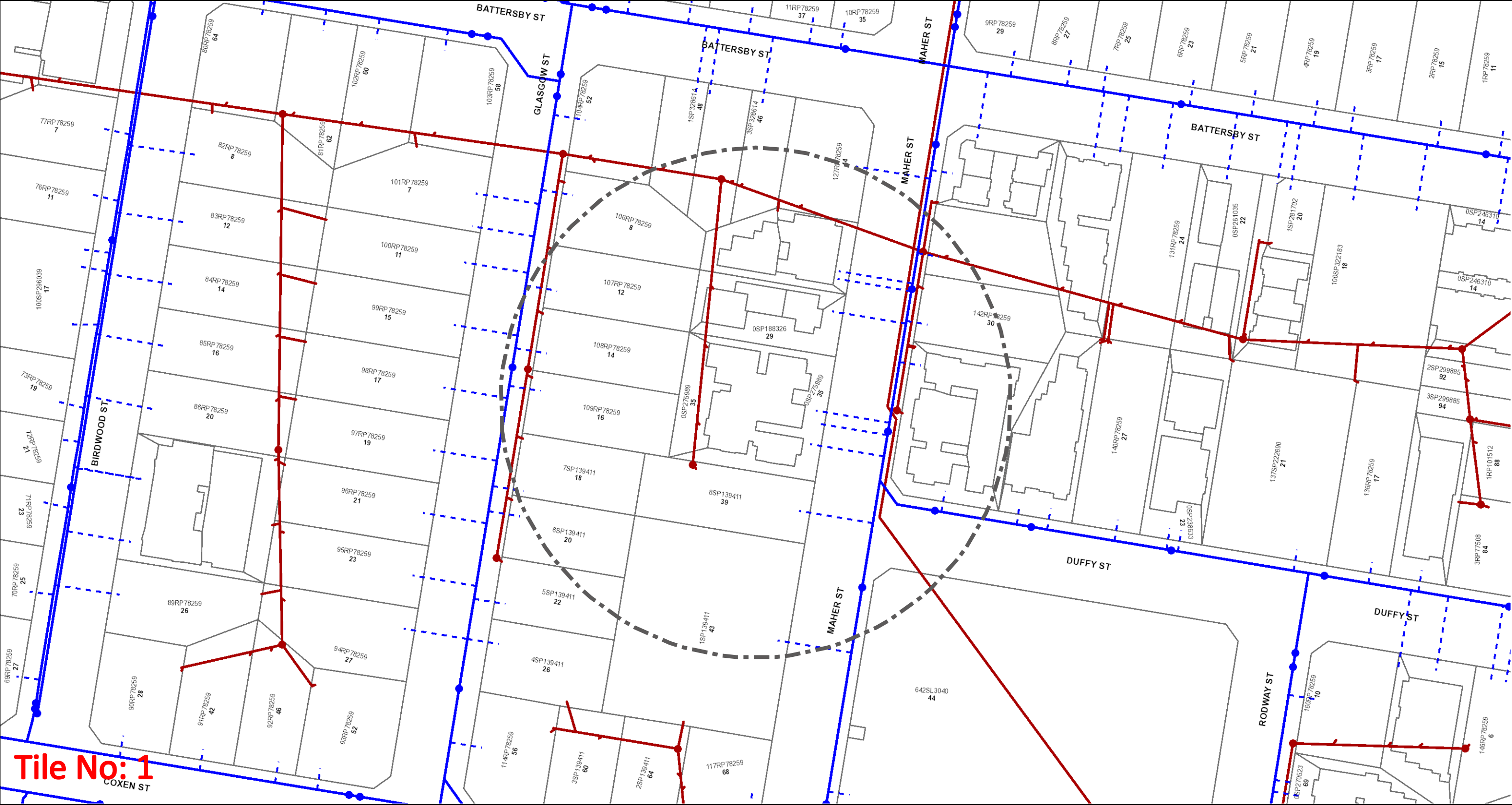



LEGEND




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

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: 258904672

Date BYDA Ref Received: 01/08/2025
Date BYDA Job to Commence: 01/08/2025
Date BYDA Map Produced: 01/08/2025

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.

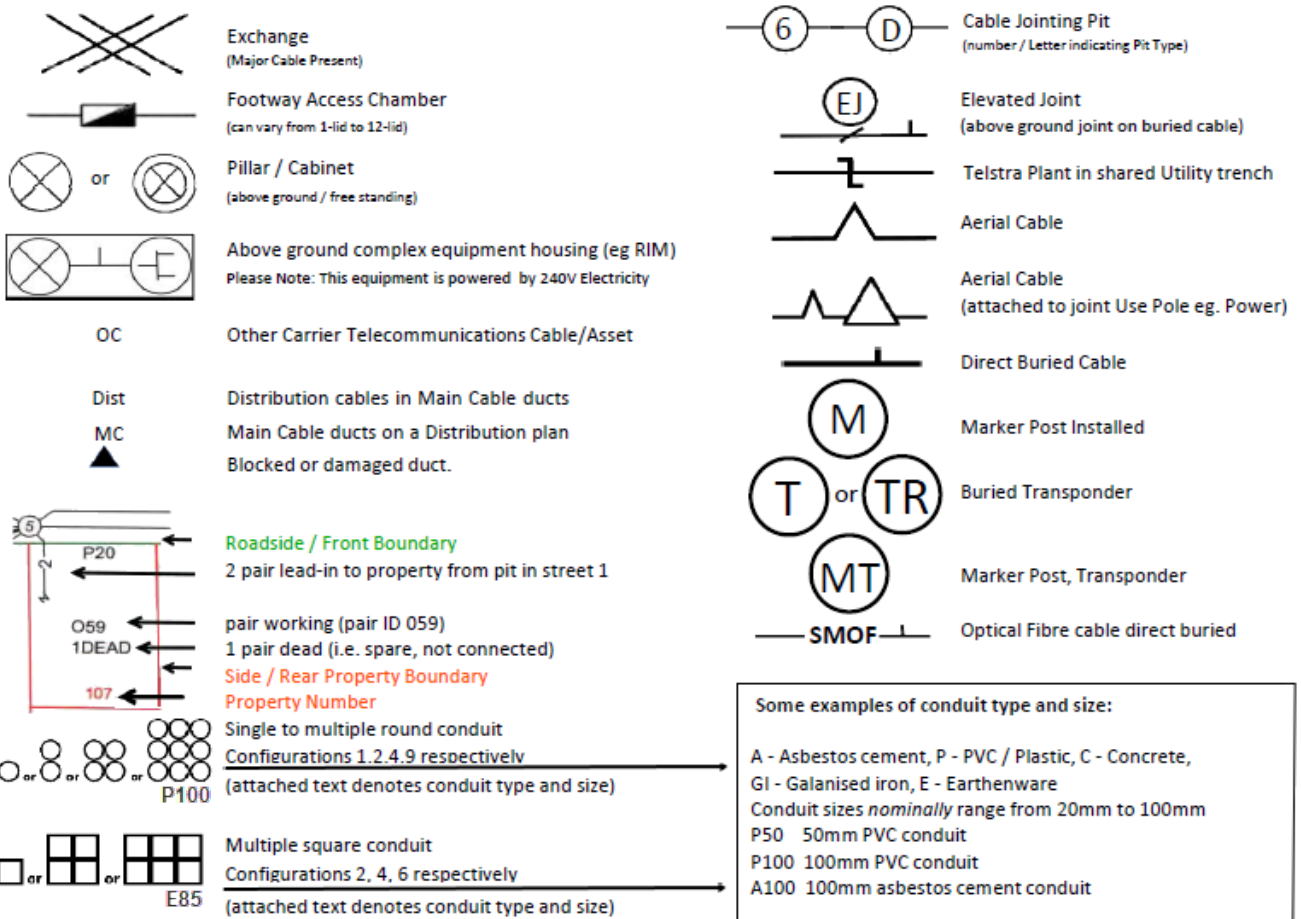
Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) 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

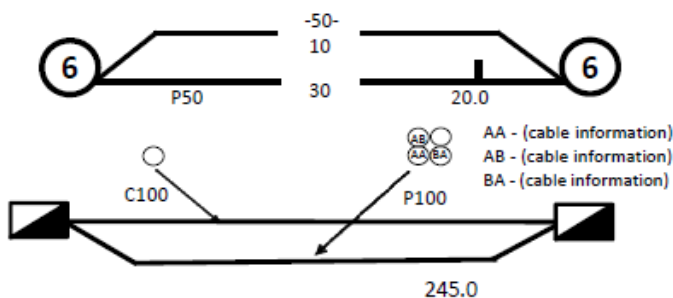
LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete,
GI - Galvanised iron, E - Earthenware
Conduit sizes *nominally* range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

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

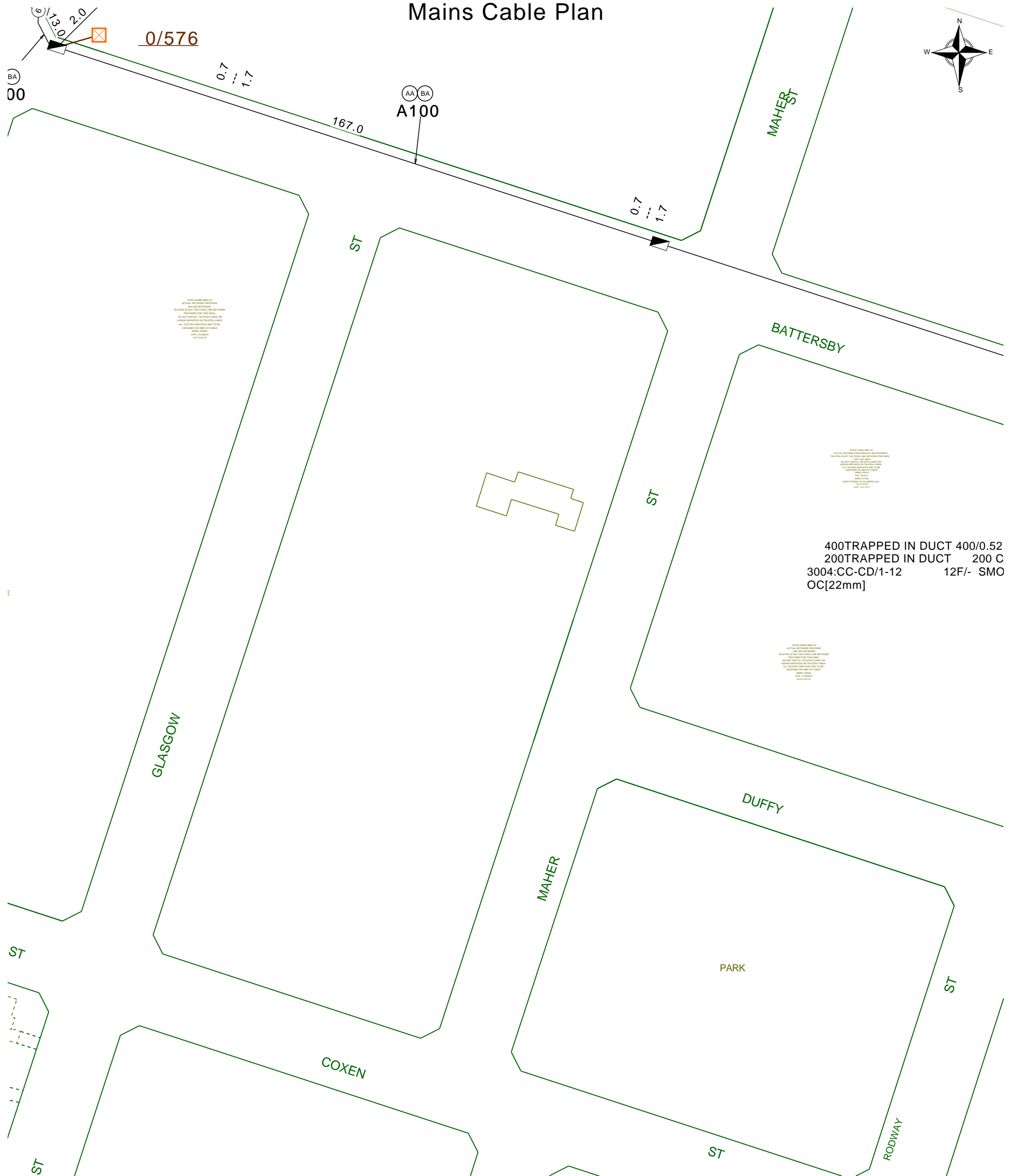
Protect our Network:

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

Mains Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-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

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 01/08/2025 23:09:08

Sequence Number: 258904671

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

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




WARNING

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

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



Legend

-  Pit
-  Fibre Optic Cable / Conduit
-  Fibre Optic Cable / Telstra Conduit

Where Fibre Optic Cable is denoted as being in Telstra conduit, it is critical that no works commence within the area until you have received and appraised the applicable Telstra Duct Plans



© State of Queensland (Department of Natural Resources, Mines and Energy) 2023



Scale: 1:1361
Expires: 29 Aug 2025

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



Overview

Statutory Encumbrance Report

Property: UNIT 13 35 MAHER ST, ZILLMERE QLD 4034

This report details statutory encumbrances that directly impact the property.

1. Energex Limited

Underground high voltage electricity cables are located within the property boundaries, subject to easements and rights of access for maintenance and operation.

2. Urban Utilities

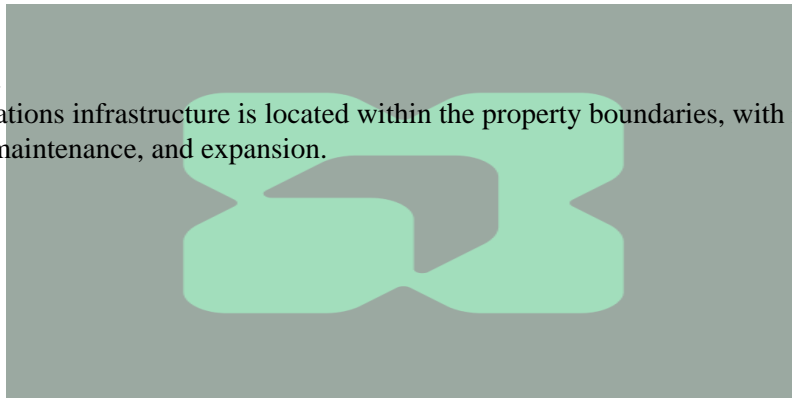
Underground water supply, sewerage, and stormwater drainage infrastructure is located within the property boundaries, with associated rights of access for inspection, maintenance, and upgrades.

3. Telstra Corporation Limited

Underground telecommunications and fibre optic network infrastructure is present within the property boundaries, subject to rights of access for operation, maintenance, and upgrading of the network.

4. NBN Co Limited

NBN telecommunications infrastructure is located within the property boundaries, with rights reserved for network operation, maintenance, and expansion.



Scheme Name: MAHER PLACE COMMUNITY TITLES SCHEME 48242

Body Corp. Addr: EAGLE BODY CORPORATE
206 LOGAN ROAD
WOOLLOONGABBA Q
4102

COMMUNITY MANAGEMENT STATEMENT No: 48242

Title	Lot	Plan
51024606	CP	SP 275989
51024607	1	SP 275989
51024608	2	SP 275989
51024609	3	SP 275989
51024610	4	SP 275989
51024611	5	SP 275989
51024612	6	SP 275989
51024613	7	SP 275989
51024614	8	SP 275989
51024615	9	SP 275989
51024616	10	SP 275989
51024617	11	SP 275989
51024618	12	SP 275989
51024619	13	SP 275989

COMMUNITY MANAGEMENT STATEMENT Dealing No: 717020986

** End of CMS Search Statement **

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

QUEENSLAND TITLES REGISTRY

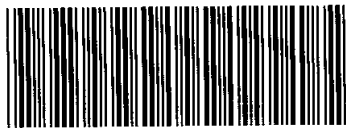
GENERAL REQUEST

FORM 14 Version 4

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

Duty Imprint

Page 1 of 1



717020986

\$169.00

20/01/2016 11:58

BE 460

1. Nature of request

Request to record First Community Management
Statement for Maher Place Community Titles
Scheme

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

AUSTIN
CREDIT
CentreLodger
Code176A
JPR

2. Lot on Plan Description

Lot 122 on Registered Plan 78259
Lot 123 on Registered Plan 78259

Title Reference

50062248
50062249

3. Registered Proprietor/State Lessee

LEOTIN CONSTRUCTIONS PTY. LTD. A.C.N. 061 912 169

4. Interest

FEE SIMPLE

5. Applicant

LEOTIN CONSTRUCTIONS PTY. LTD. A.C.N. 061 912 169

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for Maher Place Community titles Scheme and that Eagle Real Estate 946-966 Logan Road, Holland Park, Q. 4121 be recorded as address for service on the body corporate for the scheme.

7. Execution by applicant

19/11/2016

Execution Date

GIOVANNI PIETRO BUSSA

Applicant's or Solicitor's Signature

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

THIS STATEMENT MUST BE LODGED TOGETHER

This statement incorporates and must include the following:

48242

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

1. Name of community titles scheme
MAHER PLACE COMMUNITY TITLES SCHEME

2. Regulation module
STANDARD

3. Name of body corporate
BODY CORPORATE FOR MAHER PLACE COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description
COMMON PROPERTY OF
MAHER PLACE COMMUNITY
TITLES SCHEME & LOTS
1-13 ON SP 275989

County

Parish

Title Reference
50062248 DEED TO ISSUE
50062249 DEED TO ISSUE

5. *Name and address of original owner
LEOTIN CONSTRUCTIONS PTY. LTD.
A.C.N. 061 912 169
Q SUPER CENTRE P.O. BOX 5289
MERMAID WATERS, Q 4218

6. Reference to plan lodged with this statement
SP 275989

first community management statement only

7. Local Government community management statement notation

G.K. Jooke signed
GIV JOOKE - TERM MGR - EXPRESS SERVICES name and designation
BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

21/12/15
Execution Date

LEOTIN CONSTRUCTIONS PTY LTD.
ACN 061 912 169.
X [Signature] LEONARDO PATANE, DIRECTOR
X [Signature] TINA LOUISE PATANE, DIRECTOR
*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 DNRM see the Department's website.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

SCHEDULE A – SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 275989	1	1
Lot 2 on SP 275989	1	1
Lot 3 on SP 275989	1	1
Lot 4 on SP 275989	1	1
Lot 5 on SP 275989	1	1
Lot 6 on SP 275989	1	1
Lot 7 on SP 275989	1	1
Lot 8 on SP 275989	1	1
Lot 9 on SP 275989	1	1
Lot 10 on SP 275989	1	1
Lot 11 on SP 275989	1	1
Lot 12 on SP 275989	1	1
Lot 13 on SP 275989	1	1
TOTAL	13	13

The Contribution Schedule Lot entitlements have been decided in accordance with the equity principle.

The Interest Schedule Lot Entitlements have been decided with the market value.

SCHEDULE B – EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C – BY LAWS

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

Definitions and Interpretations

- 1.1 In these By Laws unless the context otherwise requires:
- “Act” means the Body Corporate and Community Management Act 1997;
 - “Body Corporate” means the Body Corporate formed under the Act;
 - “Building” means the building or buildings and other structures erected on the Scheme Land;
 - “Committee” means the Committee of the Body Corporate elected in accordance with the Act;
 - “Common Property” means the property described as such in the Scheme;
 - “Lot” or “Lots” means a Lot in the Scheme;
 - “Guest” means any person or persons who is visiting an Occupier of a Lot in that Lot, in the Building or otherwise on the Scheme Land;
 - “Occupier” includes the Owner or Occupier of a Lot in whatever capacity;
 - “Owner” includes any person or corporation who owns or otherwise has ultimate control of a Lot.
 - “Scheme” means Community Titles Scheme
 - “Scheme Land” means the land in the Scheme.
 - “Vehicle” includes a motor car, truck, motor cycle, trailer, boat and caravan.
- 1.2 Headings are included for convenience only and are not to be used in the interpretation of these by laws.
- 1.3 Plurals will include singular and singular will include plural.
- 1.4 Reference to persons includes natural persons, bodies corporate, corporations sole and other bodies.
- 1.5 Reference to gender will include all other genders.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where these by-laws provide that:
- (a) Something will not be done, an Owner or Occupier of a Lot is not to attempt to do that thing or permit that thing to be done.
 - (b) An Owner or Occupier of a Lt must obtain the consent of the Body Corporate, that consent may be given by the Committee.
- 1.8 Where a term of expression is used but is not defined in these by-laws, it will have the same meaning given to it in the Act.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maier Place Community Titles Scheme

- 1.9 If any by-law or the application of it is or becomes invalid or unenforceable, the remaining by-laws will not be affected and each remaining by-law will be valid and enforceable to the fullest extent permitted by law.

Noise

2. The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or on the common property.

Vehicles

- 3.1 The Occupier of a Lot must not, without the written approval of the Body Corporate;
- (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property except for the designated visitor parking which must remain available at all times for the sole use of the visitors' vehicles.
- 3.2 An approval under by 3.1 must state the period for which it is given, with the exception of designated visitor parking.
- 3.3 However the body Corporate may cancel the approval by giving seven (7) days written notice to the occupier, with the exception of designated visitor parking.
- 3.4 The driveway, associated landscaping and vehicle turning areas as shown on the approved plans of layout shall form part of the common property and are not designated for exclusive use of an dwelling.

Obstruction

4. The Occupier of a Lot must not obstruct the lawful use of the common property by someone else.

Damage to Lawns etc

- 5.1 The Occupier of a Lot must not, without the written approval of the Body Corporate:
- (a) Damage a lawn, garden, tree shrub, plant or flower on the Common Property; or
 - (b) Use part of the Common Property as a garden.
- 5.2 An approval under by-law 5.1 must state the period for which it is given.
- 5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Occupier.

Damage to Common Property

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

- 6.1 An Occupier of a Lot must not, without the written approval of the Body Corporate, mark paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- 6.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- 6.3 The Owner of a Lot must keep a device installed under by-law 6.2 in good order and repair.

Behaviour of Invitees, tenants, etc

- 7.1 An occupier of a Lot must take reasonable steps to ensure that the occupiers invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the common property or in breach of these by-laws.
- 7.2 An Occupier of a Lot must, upon written demand, compensate the Body Corporate or damage caused to the Body Corporate Property by the Occupiers' invitees.
- 7.3 The Owner of a Lot not occupying that Lot must take all reasonable steps to make sure the person occupying it complies with these by-laws.

Leaving of rubbish etc on the Common Property

- 8. The Occupier of a Lot must not leave the rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by some one else.

Appearance of Lot & Common Property

- 9.1 The Occupier of a Lot must not, without the written approval of the Body Corporate, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.
- 9.2 The Occupier of a Lot must not, without written approval of the Committee of the Body Corporate display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the scheme land.
- 9.3 All balconies shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the relevant Building Planning Scheme Codes/Policies and clearly depicted on the approved drawings.
- 9.4 The driveway, including any associated landscaping, visitor parking spaces, disabled parking space and vehicle turning areas as shown on the approved plans of layout shall form part of

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

the common property and shall not be designated for the exclusive use of any unit. The visitor parking spaces are to remain available for use by all bonafide visitors, guests or invitees of the site's tenants.

- 9.5 Provision on site for a minimum of 3 visitor parking spaces to remain common property and shall not be included within an exclusive use area.
- 9.6 Maintain a directional visitor parking sign at the vehicle entrances to the site adjacent to or clearly visible from the vehicle entrance to the site.
- 9.7 The site entrance and visitor parking bays are not to be fitted with roller door, gate or similar device preventing access to visitor parking bays.
- 9.8 Screening for any externally mounted air conditioning or mechanical plant installations in accordance with the following requirements:
 - (a) No unscreened installations on the proposed development are to be visible from the surrounding sites; and
 - (b) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements for this development package and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.
 - (c) All sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter.
 - (d) A suitable system of lighting must be installed and maintained to operate from dusk till dawn in areas where the public will be given access within the Multi-Unit Dwelling development.
 - (e) Maintain the acoustic damping of any metal grills, metal plates or similar subject to vehicular traffic to prevent environmental nuisance.
 - (f) All landscaped areas are to be maintained generally in accordance with the certified landscape plans.
 - (g) All trees on the site are to be retained and protected and written approval for removal must be obtained from the Landscape Architect, Development Assessment.
 - (h) Trees are to be maintained regularly to achieve their ultimate height and form in accordance with AS 4373.

Storage of Flammable Materials

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

- 10.1 The Occupier of a Lot must not, without the written approval of the Body Corporate, store a flammable substance on the Common Property
- 10.2 The Occupier of a Lot must not, without the written approval of the Body Corporate, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 10.3 However, this by-law does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which fuel is stored under the requirements of the law regulating the storage of flammable liquid.

Garbage Disposal

- 11.1 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage and rubbish in a clean and dry condition and adequately covered on the Lot.
- 11.2 The Occupier of a Lot must:
- (a) comply with all local government local laws about disposal of garbage and rubbish; and
 - (b) ensure that the Occupier does not, in disposing of garbage and rubbish, adversely affect the health, hygiene or comfort of the occupiers of other Lots.

Keeping of Animals

- 12.1 Subject to Section 181 of the Act, the Occupier of a Lot must not, without the written approval of the Body Corporate:
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.
- 12.2 The Occupier must obtain the written approval of the Body Corporate before bringing, or permitting an invitee to bring an animal onto the Lot or the Common Property.

Water Apparatus

13. The water closets, conveniences and other water apparatus including waste pipes and rains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance is to be placed in them. The cost of rectifying any damage or blockage which results from misuse or negligence of the same must be borne by the Owner of the respective Lot.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

Security System

- 14.1 The Body Corporate may, if it elects to do so, operate a security system under which:
- (a) parts of the Common Property are secured against entry by unauthorised persons; and
 - (b) locks and other security devices or procedures are used to implement the security system.
- 14.2 The Body Corporate is not liable for any loss or damage suffered to persons or property because:
- (a) the security system fails or there is unauthorised entry to any part of the common property; or
 - (b) the security system is not operating.

Notice

15. The Owner or Occupier of a Lot must give prompt notice to the Body Corporate of any accident to or defect in the water and other service pipes, electrical installations or fixtures in that Lot.

Auction Sale

16. An owner of a Lot must not permit any auction sale to be conducted or take place on the Common Property without the written consent of the Body Corporate, but this by-law does not prohibit an auction sale being conducted on the Lot.

Recover of Monies

17. Where the Body Corporate expends any of its funds to rectify any breach of any by-law or of these by-laws by an Owner or Occupier of a Lot, the Body Corporate may recover the amount spent as a debt from the Owner and/ Occupier of that Lot by commencing proceedings against that Owner and/or Occupier.

Legal Proceedings

18. The Body Corporate may commence or authorise the commencement or legal proceedings against the Owner and/or Occupier of a Lot who owes money to the Body Corporate.

Rules

19. The Body Corporate and the Committee may make rules about the Common Property and Body Corporate Assets not inconsistent with these by-laws. All such rules must be observed by the Owners and Occupiers of lots but such rules will be of no effect unless ratified by a majority resolution at a general meeting of the Owners held within 12 months of their commencement.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

Copy of By-Laws

20. An Owner of a lot must provide a copy of these by-laws to any Tenant or other Occupier of that Owner's Lot.

Interest

21. The Body Corporate may charge interest and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.

Bicycles Etc.

22. An Occupier of a lot must not without the written approval of the Body Corporate ride or permit the riding of any bicycle, skateboard, roller blades or similar things on the Common Property.

Authorised Allocation

- 23.1 The Owner of a Lot will be entitled to the exclusive use and enjoyment of those parts of the Common Property which may be nominated in writing as an authorised allocation by the Original Owner to the Body Corporate within 12 months after the recording of the Community Management Statement which includes this by-law.
- 23.2 Each Occupier of a Lot to which an authorised allocation attaches must use it in a way not likely to interfere with the peaceful enjoyment of another Lot or the Common Property including another exclusive use area and must:
- (a) use it only for the purpose for which the allocation is made; and
 - (b) keep it tidy and free from rubbish.

Exclusive Use

- 24.1 The Owner of the Lot identified in Schedule E is entitled to exclusive use of the areas allocated in that Schedule and as identified on the sketch plans marked "Annexure A".
- 24.2 Each Occupier of that Lot to which exclusive use attaches must use it in a way not likely to interfere with the peaceful enjoyment of another lot or
- (a) the Common Property including another exclusive use area;
 - (b) use it only for the purposes for which the allocation is made; and
 - (c) keep it tidy and free from rubbish.

SCHEDULE D OTHER DETAILS REQUIRED /PERMITTED TO BE INCLUDED

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

Pursuant to Section 66(l)(d)ii of the Body Corporate and Community Management Act 1997, annexed and marked “B” is a Service location Diagram identifying all service easements for lots and common property created on SP 275989.

LOT Description	Statutory Easement
Lots 1,2,3,4,5, 6 7,8,9,10,11, 12, 13 on SP 275989	Each Lot to the extent applicable and necessary having Lots in respect of each other, has the benefit and burden of the statutory easements for: <ul style="list-style-type: none">• Support• Shelter• Projections• Utility services and infrastructure (including, but not limited to those easements described in the Services Location Diagram

Common Property: The Common Property, to the extent applicable and necessary having regard to the relative positioning of the Lots and the Common Property in respect of each other, has the benefit of statutory easements for:

- Support
- Shelter
- Projections
- Utility Services and infrastructure (including, but not limited to , those easements described in the Services Location Diagram

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

Lot on Plan	Exclusive Use	Purpose
Lot 1 on SP 27989	Area 1A on attached Plan “A”	Courtyard
Lot 2 on SP 275989	Area 2A on Attached Plan “A”	Courtyard

"MAHER PLACE" C.T.S.

Sheet of
11 12

LEVEL A

LEGEND

CP Denotes Common Property on SP275989

— Denotes Centreline of Wall

- - - Denotes Fence

==== Denotes Edge of Concrete



'A'

107
RP78259

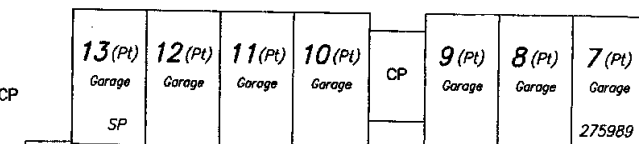
CP
SP188326

108
RP78259

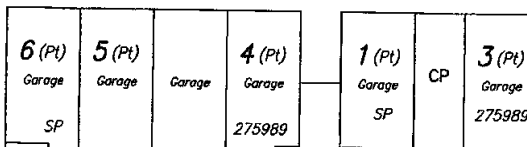
(34.369)
0°03'

109
RP78259

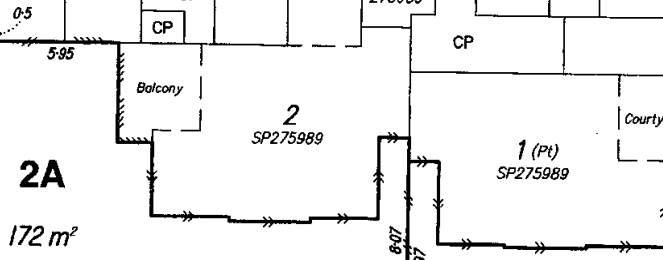
Exclusive Use Boundary Coincident
with Lot Boundary of SP275989



CP



(34.369)
18°03'



Exclusive Use Boundary Coincident
with Lot Boundary of SP275989

0.5
2.55
5.95
12.49
0.05°
N Face of Blk Wall

Exclusive Use Boundary Coincident
with Lot Boundary of SP275989

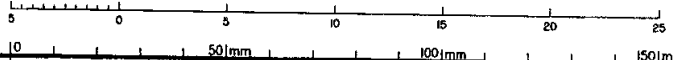
270°03'
(40-24)

Exclusive Use Boundary Coincident
with Lot Boundary of SP275989

0.5
11.07
N Face of Conc Footing

8
SP139411

Scale 1:200 - Lengths are in Metres.



SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over part of Common Property on
Level A of "MAHER PLACE"

C.T.S.

Orig Por 237

PARISH. KEDRON

COUNTY. STANLEY

LOCAL AUTHORITY. BRISBANE CITY COUNCIL

MAP REF. 9543-34324

CHECKED BY SPK

MERIDIAN of SP275989

DWG FILE 17766XU

LOCALITY. ZILLMERE

LAWSON SURVEYS

A.B.N 89 847 381 644
CONSULTING LAND SURVEYORS
80 MACGREGOR TERRACE
BARDON - BRISBANE
PH 33681234 FAX 33681414
Email : mail@lawsons-surveys.com.au
www.lawsons-surveys.com.au



LAWSON GROUP PTY LTD. (ACN 131 581 976)
Cadastral Surveyor certify that the details shown
on this sketch are correct.

[Signature]
Director/Cadastral Surveyor

0/12/2015
Date

17766

"MAHER PLACE" C.T.S.

Sheet of
12 12

'B'



107
RP78259

CP
SP188326

40°24'
90°03'

108
RP78259

34°36'
0°03'

BUILDING
SP275989

109
RP78259

STREET

MAHER

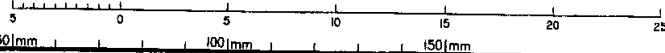
270°03'
40°24'

8
SP139411

NOTE

Services taken from records of relevant authorities,
field location of visible services at the time of
construction and information supplied by builder.
Verification of underground services has not been
confirmed by survey.

Scale 1:200 - Lengths are in Metres.



LEGEND

ELECTRICITY —E—E—
WATER —W—W—
TELSTRA —T—T—
STORMWATER —D—D—
SEWERAGE —S—S—

SERVICE LOCATION DIAGRAM

Over Common Property in
"MAHER PLACE"
C.T.S.

Orig Por 237

PARISH KEDRON COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL MAP REF 9543-34324 DATE 20/10/2015

MERIDIAN of SP275989 DWG FILE 17766SLD LOCALITY ZILLMERE

LAWSON SURVEYS

A.B.N 89 847 381 644
CONSULTING LAND SURVEYORS
80 MACGREGOR TERRACE
BARDON - BRISBANE
PH 33681234 FAX 33681414
Email : mail@lawsonsurveys.com.au
www.lawsonsurveys.com.au



17766

Title Reference [50062248 & 50062249]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: First Community Management Statement

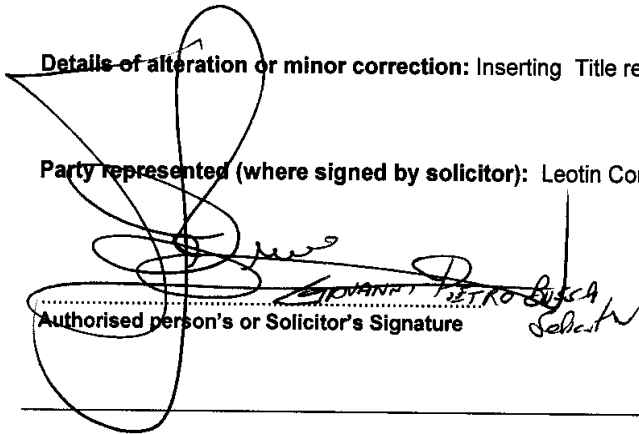
Name of authorised person or solicitor: Giovanni Pietro Busa

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): John P. Busa & Co.

Item/s being altered or corrected: Item 4

Details of alteration or minor correction: Inserting Title references for originating lots and the words "deed to issue"

Party represented (where signed by solicitor): Leotin Constructions Pty. Ltd. A.C.N. 061 912 169


Authorised person's or Solicitor's Signature

Name of authorised person or solicitor: Giovanni Pietro Busa

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): John P. Busa & Co.

Item/s being altered or corrected: Item 8

Details of alteration or minor correction: Inserting name of signing Directors and their Designation

Party represented (where signed by solicitor): Leotin Constructions Pty. Ltd. A.C.N. 061 912 169


Authorised person's or Solicitor's Signature



EAGLE BODY CORPORATE
MANAGERS & CONSULTANTS

206 Logan Rd
Woolloongabba QLD 4102
P (07) 3517 1900
E reception@eaglebodycorporate.com.au

25 August 2025

MAHER PLACE CTS 48242
Not registered for GST

ABN: 45 226 399 665

Mr B Hooper
14/5 Kellys Road
Helidon QLD 4344

Ref

Re	Lot	13	MAHER PLACE CTS 48242
Fee	114.10	Paid	

This certificate contains the following information:

Name of the Scheme / Community Title Number / Lot Information / Financial Information pertaining to Lot.

IMPORTANT: This document has been provided in good faith and with all information provided to this office. We accept no liability for any claim due to information not provided to this office either by a previous owner or manager of the body corporate records.

Section 205(5) of the Act provides that the person obtaining this certificate may rely on it against the body corporate as conclusive evidence of the matters stated, except for errors reasonably apparent. The Body Corporate and Community Management Regulation provides that a new owner becomes jointly and severally liable for any contribution, instalment, penalty or other amount payable to the body corporate that is due but unpaid when they become the new owner.

Before settlement, please go to www.stratamax.com.au/cert and enter your Access ID provided to obtain any updates on the figures contained in the attached certificate.

Your access ID: 48242 EAGLE 405454.

A fee of \$44.00 applies for this service which is payable online. The above Access ID will expire one month from the date of this letter. If you wish to obtain an update directly from us, a fee will apply.

Eagle Body Corporate Management

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 25/08/2025

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

MAHER PLACE

CTS No. **48242**

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: **Taylor Bondzulich**

Phone: **07 3517 1900**

Company: **Eagle Body Corporate Management Pty Ltd**

Email: **reception@eaglebodycorporate.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: **13**

Plan type and number: **SP 275989**

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:

Standard

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?

No

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

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:

Date of Resolution	Lot	Description	Conditions
21/12/15	1	AREA EUA 1A ON "A" PLAN	
21/12/15	2	AREA EUA 2A ON "A" PLAN	

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: **1.00**

Total contribution schedule lot entitlements for all lots: **13.00**

Interest schedule

Interest schedule lot entitlement for the lot: **1.00**

Total interest schedule lot entitlements for all lots: **13.00**

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 **13** for the current financial year: \$ **\$2,000.00**

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

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/02/25	1,000.00	1,000.00	06/01/25
01/08/25	1,000.00	1,000.00	02/07/25
01/02/26	1,050.00	1,050.00	
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 **13** for the current financial year: \$ **\$384.62**

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

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/02/25	192.31	192.31	06/01/25
01/08/25	192.31	192.31	02/07/25
01/02/26	192.31	192.31	
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): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

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): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

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

Amount overdue **Nil**

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

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

Current sinking fund balance (as at date of certificate): \$ 34,000.11

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
------	-------------	------------

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	Original Cost	Cost To Date	Market Value
-------------	------	-------------	----------	---------------	--------------	--------------

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
WORKCOVER POLICY WORKCOVER QUEENSLAND	WCA160696676		200.00	30/06/26	
BUILDING Strata Community Insurance	QRSC21009369	6,955,766.00	9,536.00	06/01/26	\$2,000 Insured Property (including Earthquake)
PUBLIC LIABILITY Strata Community Insurance	QRSC21009369	30,000,000.00		06/01/26	
OFFICE BEARERS Strata Community Insurance	QRSC21009369	1,000,000.00		06/01/26	
BUILDING CATASTROPHE Strata Community Insurance	QRSC21009369	2,086,730.00		06/01/26	
COMMON CONTENTS Strata Community Insurance	QRSC21009369	69,557.00		06/01/26	
LOSS OF RENT Strata Community Insurance	QRSC21009369	1,043,365.00		06/01/26	
VOLUNTARY WORKERS Strata Community Insurance	QRSC21009369	\$200,000.00/2,000.00		06/01/26	
FIDELITY GUARANTEE Strata Community Insurance	QRSC21009369	100,000.00		06/01/26	
LEGAL EXPENSES Strata Community Insurance	QRSC21009369	50,000.00		06/01/26	\$1,000 Legal Defence Expenses and 10% contribution
LOT OWNERS FIXTURES Strata Community Insurance	QRSC21009369	300,000.00		06/01/26	
GOVERNMENT AUDIT COS Strata Community Insurance	QRSC21009369	25,000.00		06/01/26	
APPEAL EXPENSES (H & Strata Community Insurance	QRSC21009369	100,000.00		06/01/26	
TERRORISM COVER Strata Community Insurance	QRSC21009369	Applies		06/01/26	

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?

No

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

No

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 Eagle Body Corporate Management Pty Ltd

Positions/s held Body Corporate Manager

Date 25/08/2025

Signature/s Eagle Body Corporate Pty Ltd

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

CONTRACTS REGISTER

MAHER PLACE CTS 48242

Contractor Name and Address Eagle Body Corporate Management 206 Logan Road Woolloongabba QLD 4102	Details of Duties Administration	Delegated Powers As per contract	Basis of Remuneration \$170.00 per lot per annum including GST together with Fixed Disbursements of 55.00
Commencement Date	01/05/24	Termination Date	
Term of Contract	3 years	Finance	
Options	Fixed	Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

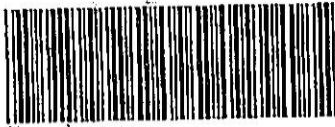
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 7



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|---|---|--|
| <p>1. Nature of request</p> <p>Request to record First Community Management Statement for Maher Place Community Titles Scheme</p> | <p>Lodger (Name, address, E-mail & phone number)</p> <p>ANSTON
CREDIT
CARPENTER</p> | <p>Lodger Code</p> <p>176A
JPB</p> |
| <p>2. Lot on Plan Description</p> <p>Lot 122 on Registered Plan 78259
Lot 123 on Registered Plan 78259</p> | <p>Title Reference</p> <p>50062248
50062249</p> | |

3. Registered Proprietor/State Lessee
- LEOTIN CONSTRUCTIONS PTY. LTD. A.C.N. 061 912 169

4. Interest
- FEE SIMPLE

5. Applicant
- LEOTIN CONSTRUCTIONS PTY. LTD. A.C.N. 061 912 169

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for Maher Place Community titles Scheme and that Eagle Real Estate 946-966 Logan Road, Holland Park, Q. 4121 be recorded as address for service on the body corporate for the scheme.

7. Execution by applicant

19/11/2016

Execution Date

Applicant's or Solicitor's Signature

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

THIS STATEMENT MUST BE LODGED TOGETHER

This statement incorporates and must
include the following:

48242

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

1. Name of community titles scheme
MAHER PLACE COMMUNITY TITLES SCHEME

2. Regulation module
STANDARD

3. Name of body corporate
BODY CORPORATE FOR MAHER PLACE COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description
COMMON PROPERTY OF
MAHER PLACE COMMUNITY
TITLES SCHEME & LOTS
1-13 ON SP 275989

County

Parish

Title Reference
50062248 DEED TO ISSUE
50062249 DEED TO ISSUE

5. Name and address of original owner
LEOTIN CONSTRUCTIONS PTY. LTD.
A.C.N. 061 912 169
Q SUPER CENTRE P.O. BOX 5289
MERMAID WATERS, Q 4218

6. Reference to plan lodged with this statement
SP 275989

first community management statement only

7. Local Government community management statement notation

G.K. Jooke signed
GIVEN JOOKE - TERM MGR - EXPRESS SERVICES name and designation
BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

21/12/15
Execution Date

Leotin CONSTRUCTIONS PTY LTD.
ACN 061 912 169.

X [Signature] LEONARDO PATANE, DIRECTOR

X [Signature] TINA LOUISE PATANE, DIRECTOR

*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 DNRM see the Department's website.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

SCHEDULE A – SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan.	Contribution	Interest
Lot 1 on SP 275989	1	1
Lot 2 on SP 275989	1	1
Lot 3 on SP 275989	1	1
Lot 4 on SP 275989	1	1
Lot 5 on SP 275989	1	1
Lot 6 on SP 275989	1	1
Lot 7 on SP 275989	1	1
Lot 8 on SP 275989	1	1
Lot 9 on SP 275989	1	1
Lot 10 on SP 275989	1	1
Lot 11 on SP 275989	1	1
Lot 12 on SP 275989	1	1
Lot 13 on SP 275989	1	1
TOTAL	13	13

The Contribution Schedule Lot entitlements have been decided in accordance with the equity principle.

The Interest Schedule Lot Entitlements have been decided with the market value.

SCHEDULE B – EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C – BY LAWS

CMS - FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

Definitions and Interpretations

- 1.1 In these By-Laws unless the context otherwise requires:
- "Act" means the Body Corporate and Community Management Act 1997;
 - "Body Corporate" means the Body Corporate formed under the Act;
 - "Building" means the building or buildings and other structures erected on the Scheme Land;
 - "Committee" means the Committee of the Body Corporate elected in accordance with the Act;
 - "Common Property" means the property described as such in the Scheme;
 - "Lot" or "Lots" means a Lot in the Scheme;
 - "Guest" means any person or persons who is visiting an Occupier of a Lot in that Lot, in the Building or otherwise on the Scheme Land;
 - "Occupier" includes the Owner or Occupier of a Lot in whatever capacity;
 - "Owner" includes any person or corporation who owns or otherwise has ultimate control of a Lot.
 - "Scheme" means Community Titles Scheme
 - "Scheme Land" means the land in the Scheme.
 - "Vehicle" includes a motor car, truck, motor cycle, trailer, boat and caravan.
- 1.2 Headings are included for convenience only and are not to be used in the interpretation of these by laws.
- 1.3 Plurals will include singular and singular will include plural.
- 1.4 Reference to persons includes natural persons, bodies corporate, corporations sole and other bodies.
- 1.5 Reference to gender will include all other genders.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where these by-laws provide that:
- (a) Something will not be done, an Owner or Occupier of a Lot is not to attempt to do that thing or permit that thing to be done.
 - (b) An Owner or Occupier of a Lot must obtain the consent of the Body Corporate, that consent may be given by the Committee.
- 1.8 Where a term of expression is used but is not defined in these by-laws, it will have the same meaning given to it in the Act.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

- 1.9 If any by-law or the application of it is or becomes invalid or unenforceable, the remaining by-laws will not be affected and each remaining by-law will be valid and enforceable to the fullest extent permitted by law.

Noise

2. The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or on the common property.

Vehicles

- 3.1 The Occupier of a Lot must not, without the written approval of the Body Corporate;
- (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property except for the designated visitor parking which must remain available at all times for the sole use of the visitors' vehicles.
- 3.2 An approval under by 3.1 must state the period for which it is given, with the exception of designated visitor parking.
- 3.3 However the body Corporate may cancel the approval by giving seven (7) days written notice to the occupier, with the exception of designated visitor parking.
- 3.4 The driveway, associated landscaping and vehicle turning areas as shown on the approved plans of layout shall form part of the common property and are not designated for exclusive use of an dwelling.

Obstruction

4. The Occupier of a Lot must not obstruct the lawful use of the common property by someone else.

Damage to Lawns etc

- 5.1 The Occupier of a Lot must not, without the written approval of the Body Corporate;
- (a) Damage a lawn, garden, tree shrub, plant or flower on the Common Property; or
 - (b) Use part of the Common Property as a garden.
- 5.2 An approval under by-law 5.1 must state the period for which it is given.
- 5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Occupier.

Damage to Common Property

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

- 6.1 An Occupier of a Lot must not, without the written approval of the Body Corporate, mark paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- 6.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- 6.3 The Owner of a Lot must keep a device installed under by-law 6.2 in good order and repair.

Behaviour of Invitees, tenants, etc

- 7.1 An occupier of a Lot must take reasonable steps to ensure that the occupiers invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the common property or in breach of these by-laws.
- 7.2 An Occupier of a Lot must, upon written demand, compensate the Body Corporate or damage caused to the Body Corporate Property by the Occupiers' invitees.
- 7.3 The Owner of a Lot not occupying that Lot must take all reasonable steps to make sure the person occupying it complies with these by-laws.

Leaving of rubbish etc on the Common Property

8. The Occupier of a Lot must not leave the rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by some one else.

Appearance of Lot & Common Property

- 9.1 The Occupier of a Lot must not, without the written approval of the Body Corporate, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.
- 9.2 The Occupier of a Lot must not, without written approval of the Committee of the Body Corporate display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the scheme land.
- 9.3 All balconies shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the relevant Building Planning Scheme Codes/Policies and clearly depicted on the approved drawings.
- 9.4 The driveway, including any associated landscaping, visitor parking spaces, disabled parking space and vehicle turning areas as shown on the approved plans of layout shall form part of

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

the common property and shall not be designated for the exclusive use of any unit. The visitor parking spaces are to remain available for use by all bonafide visitors, guests or invitees of the site's tenants.

- 9.5. Provision on site for a minimum of 3 visitor parking spaces to remain common property and shall not be included within an exclusive use area.
- 9.6. Maintain a directional visitor parking sign at the vehicle entrances to the site adjacent to or clearly visible from the vehicle entrance to the site.
- 9.7. The site entrance and visitor parking bays are not to be fitted with roller door, gate or similar device preventing access to visitor parking bays.
- 9.8. Screening for any externally mounted air conditioning or mechanical plant installations in accordance with the following requirements:
- (a) No unscreened installations on the proposed development are to be visible from the surrounding sites; and
 - (b) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements for this development package and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.
 - (c) All scaled traffic areas must be cleaned as necessary to prevent emissions of particulate matter.
 - (d) A suitable system of lighting must be installed and maintained to operate from dusk till dawn in areas where the public will be given access within the Multi-Unit Dwelling development.
 - (e) Maintain the acoustic damping of any metal grills, metal plates or similar subject to vehicular traffic to prevent environmental nuisance.
 - (f) All landscaped areas are to be maintained generally in accordance with the certified landscape plans.
 - (g) All trees on the site are to be retained and protected and written approval for removal must be obtained from the Landscape Architect, Development Assessment.
 - (h) Trees are to be maintained regularly to achieve their ultimate height and form in accordance with AS 4373.

Storage of Flammable Materials

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

- 10.1 The Occupier of a Lot must not, without the written approval of the Body Corporate, store a flammable substance on the Common Property
- 10.2 The Occupier of a Lot must not, without the written approval of the Body Corporate, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 10.3 However, this by-law does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which fuel is stored under the requirements of the law regulating the storage of flammable liquid.

Garbage Disposal

- 11.1 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage and rubbish in a clean and dry condition and adequately covered on the Lot.
- 11.2 The Occupier of a Lot must:
- (a) comply with all local government local laws about disposal of garbage and rubbish; and
 - (b) ensure that the Occupier does not, in disposing of garbage and rubbish, adversely affect the health, hygiene or comfort of the occupiers of other Lots.

Keeping of Animals

- 12.1 Subject to Section 181 of the Act, the Occupier of a Lot must not, without the written approval of the Body Corporate:
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.
- 12.2 The Occupier must obtain the written approval of the Body Corporate before bringing, or permitting an invitee to bring an animal onto the Lot or the Common Property.

Water Apparatus

13. The water closets, conveniences and other water apparatus including waste pipes and rains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance is to be placed in them. The cost of rectifying any damage or blockage which results from misuse or negligence of the same must be borne by the Owner of the respective Lot.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maier Place Community Titles Scheme

Security System

- 14.1 The Body Corporate may, if it elects to do so, operate a security system under which:
- (a) parts of the Common Property are secured against entry by unauthorised persons; and
 - (b) locks and other security devices or procedures are used to implement the security system.
- 14.2 The Body Corporate is not liable for any loss or damage suffered to persons or property because:
- (a) the security system fails or there is unauthorised entry to any part of the common property; or
 - (b) the security system is not operating.

Notice

15. The Owner or Occupier of a Lot must give prompt notice to the Body Corporate of any accident to or defect in the water and other service pipes, electrical installations or fixtures in that Lot.

Auction Sale

16. An owner of a Lot must not permit any auction sale to be conducted or take place on the Common Property without the written consent of the Body Corporate, but this by-law does not prohibit an auction sale being conducted on the Lot.

Recover of Monies

17. Where the Body Corporate expends any of its funds to rectify any breach of any by-law or of these by-laws by an Owner or Occupier of a Lot, the Body Corporate may recover the amount spent as a debt from the Owner and/ Occupier of that Lot by commencing proceedings against that Owner and/or Occupier.

Legal Proceedings

18. The Body Corporate may commence or authorise the commencement of legal proceedings against the Owner and/or Occupier of a Lot who owes money to the Body Corporate.

Rules

19. The Body Corporate and the Committee may make rules about the Common Property and Body Corporate Assets not inconsistent with these by-laws. All such rules must be observed by the Owners and Occupiers of lots but such rules will be of no effect unless ratified by a majority resolution at a general meeting of the Owners held within 12 months of their commencement.

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maier Place Community Titles Scheme

Copy of By-Laws

20. An Owner of a lot must provide a copy of these by-laws to any Tenant or other Occupier of that Owner's Lot.

Interest

21. The Body Corporate may charge interest and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.

Bicycles Etc.

22. An Occupier of a lot must not without the written approval of the Body Corporate ride or permit the riding of any bicycle, skateboard, roller blades or similar things on the Common Property.

Authorised Allocation

- 23.1 The Owner of a Lot will be entitled to the exclusive use and enjoyment of those parts of the Common Property which may be nominated in writing as an authorised allocation by the Original Owner to the Body Corporate within 12 months after the recording of the Community Management Statement which includes this by-law.
- 23.2 Each Occupier of a Lot to which an authorised allocation attaches must use it in a way not likely to interfere with the peaceful enjoyment of another Lot or the Common Property including another exclusive use area and must:
- (a) use it only for the purpose for which the allocation is made; and
 - (b) keep it tidy and free from rubbish.

Exclusive Use

- 24.1 The Owner of the Lot identified in Schedule E is entitled to exclusive use of the areas allocated in that Schedule and as identified on the sketch plans marked "Annexure A".
- 24.2 Each Occupier of that Lot to which exclusive use attaches must use it in a way not likely to interfere with the peaceful enjoyment of another lot or
- (a) the Common Property including another exclusive use area;
 - (b) use it only for the purposes for which the allocation is made; and
 - (c) keep it tidy and free from rubbish.

SCHEDULE D OTHER DETAILS REQUIRED /PERMITTED TO BE INCLUDED

CMS – FIRST COMMUNITY MANAGEMENT STATEMENT
Maher Place Community Titles Scheme

Pursuant to Section 66(1)(d)ii of the Body Corporate and Community Management Act 1997, annexed and marked "B" is a Service location Diagram identifying all service easements for lots and common property created on SP 275989.

LOT Description	Statutory Easement
Lots 1,2,3,4,5, 6 7,8,9,10,11, 12, 13 on SP 275989	Each Lot to the extent applicable and necessary having Lots in respect of each other, has the benefit and burden of the statutory easements for: <ul style="list-style-type: none">• Support• Shelter• Projections• Utility services and infrastructure (including, but not limited to those easements described in the Services Location Diagram

Common Property: The Common Property, to the extent applicable and necessary having regard to the relative positioning of the Lots and the Common Property in respect of each other, has the benefit of statutory easements for:

- Support
- Shelter
- Projections
- Utility Services and infrastructure (including, but not limited to , those easements described in the Services Location Diagram

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

Lot on Plan	Exclusive Use	Purpose
Lot 1 on SP 27989	Area 1A on attached Plan "A"	Courtyard
Lot 2 on SP 275989	Area 2A on Attached Plan "A"	Courtyard

"MAHER PLACE" C.T.S.

Sheet of
11/12

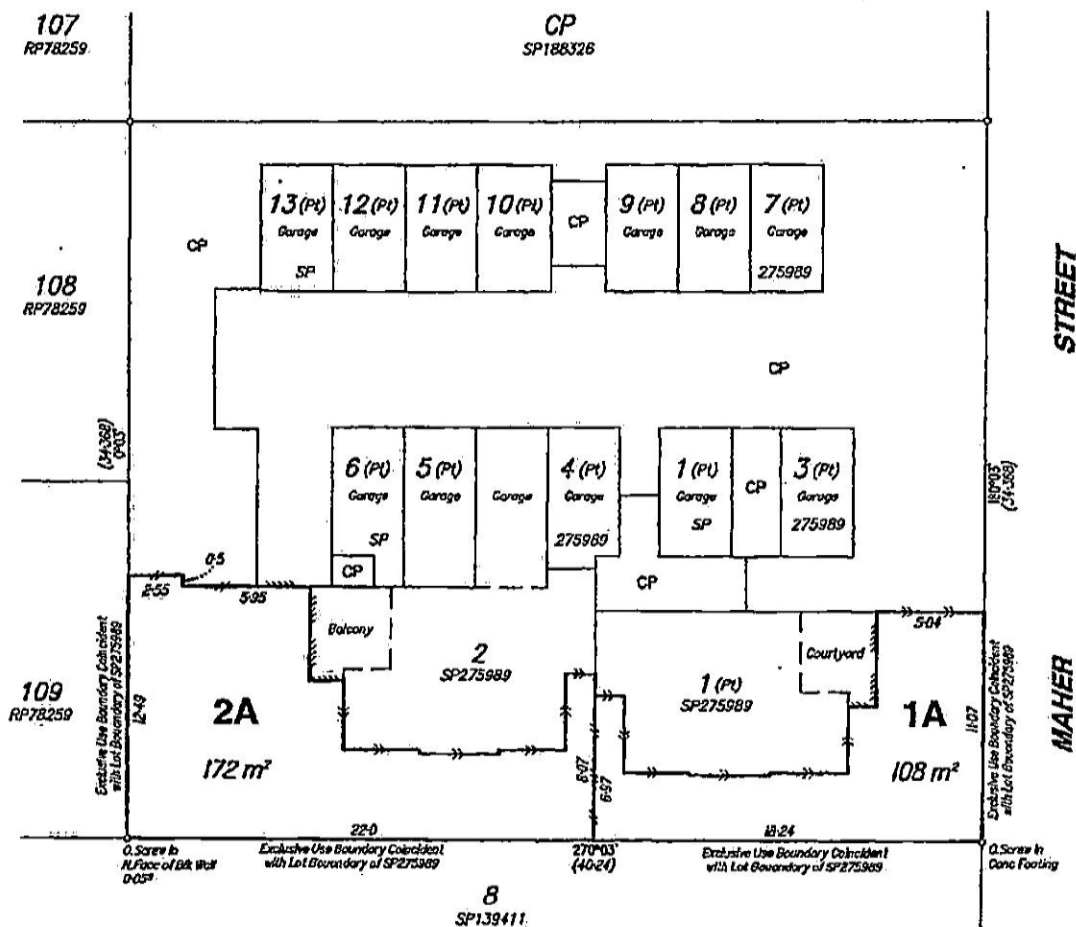
LEVEL A

LEGEND

- CP Denotes Common Property on SP275989
- Denotes Centreline of Wall
- - - Denotes Fence
- ~~~~~ Denotes Edge of Concrete

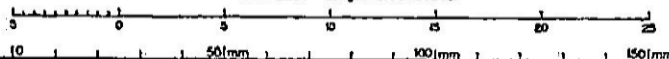


'A'



8
SP139411

Scale 1:200 - Lengths are in Metres.



LAWSON GROUP PTY LTD. (ACN 131 891 876)
Cadastral Surveyors only that the details shown
on this sketch are correct.

[Signature]
Director/Cadastral Surveyor
Date: 01/12/2015

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES
Over part of Common Property on
Level A of "MAHER PLACE"
C.T.S.
Orig Por 237

PARISH: KEDRON COUNTY: STANLEY

LOCAL AUTHORITY: BRISBANE CITY COUNCIL MAP REF: 9343-34324

MERIDIAN of SP275989 DWG FILE: 17766XU LOCALITY: ZILLMERE

LAWSON SURVEYS



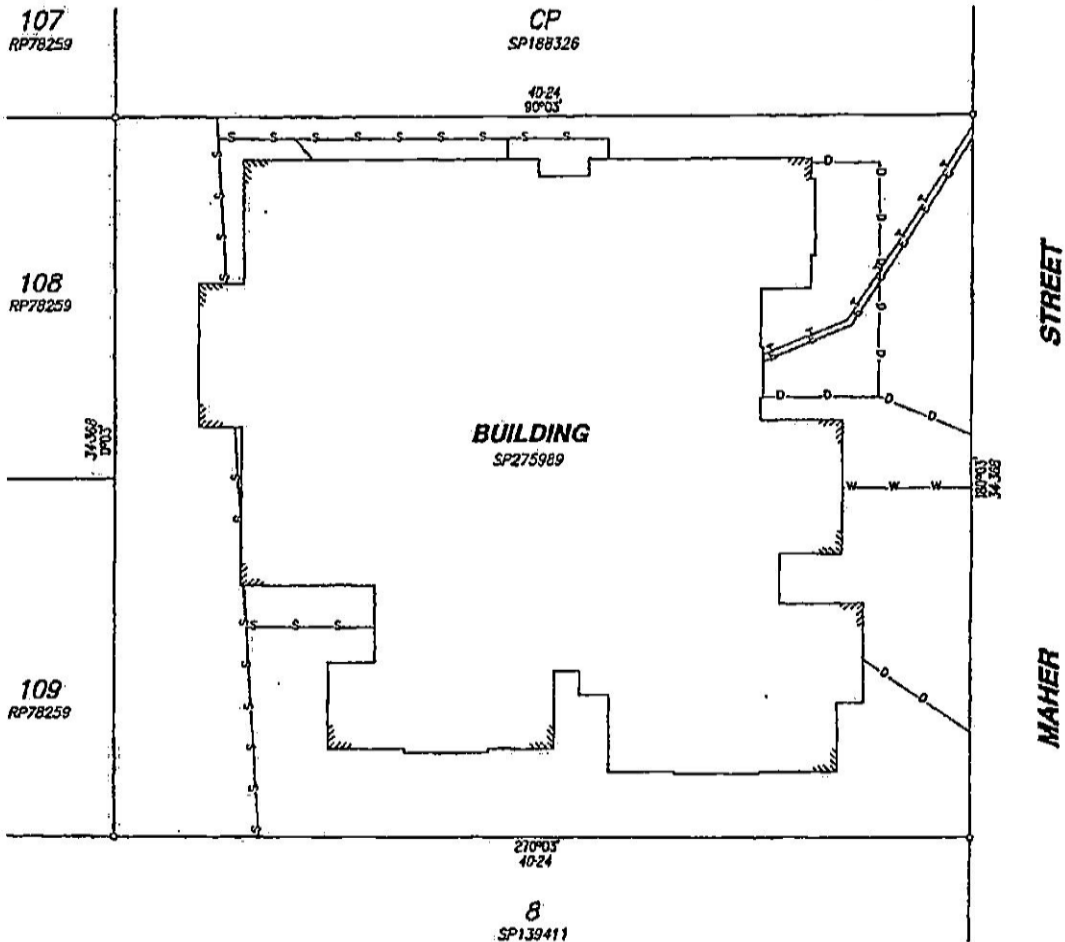
A.B.N 89 847 381 844
CONSULTING LAND SURVEYORS
80 MACGREGOR TERRACE
BARDOON - BRISBANE
PH 33681234 FAX 33681414
Email: mail@lawsonsurveys.com.au
www.lawsonsurveys.com.au

17766

"MAHER PLACE" C.T.S.

Sheet of
12/12

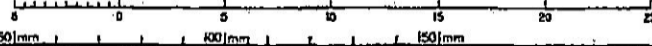
'B'



NOTE

Services taken from records of relevant authorities,
field location of visible services at the time of
construction and information supplied by builder.
Verification of underground services has not been
confirmed by survey.

Scale 1:200 = Lengths are in Metres.



LEGEND

ELECTRICITY — E —
WATER — W —
TELSTRA — T —
STORMWATER — D —
SEWERAGE — S —

SERVICE LOCATION DIAGRAM

Over Common Property in
"MAHER PLACE"
C.T.S.

Orig Por 237

PARISH KEDRON COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL MAP REF 9543-34324 DATE 20/10/2015

MERIDIAN of SP275989 DWG FILE 17766SLD LOCALITY ZILLMERE

LAWSON SURVEYS



A.B.N 89 047 381 644
CONSULTING LAND SURVEYORS
80 MACGREGOR TERRACE
BARDON - BRISBANE
PH 33681234 FAX 33681414
Email: msl@lawsons-surveys.com.au
www.lawsons-surveys.com.au

17766

"MAHER PLACE" C.T.S.

Sheet of
11 12

LEVEL A

'A'

LEGEND

- CP Denotes Common Property on SP275989
- Denotes Centreline of Wall
- - - Denotes Fence
- /// Denotes Edge of Concrete



107
RP78259

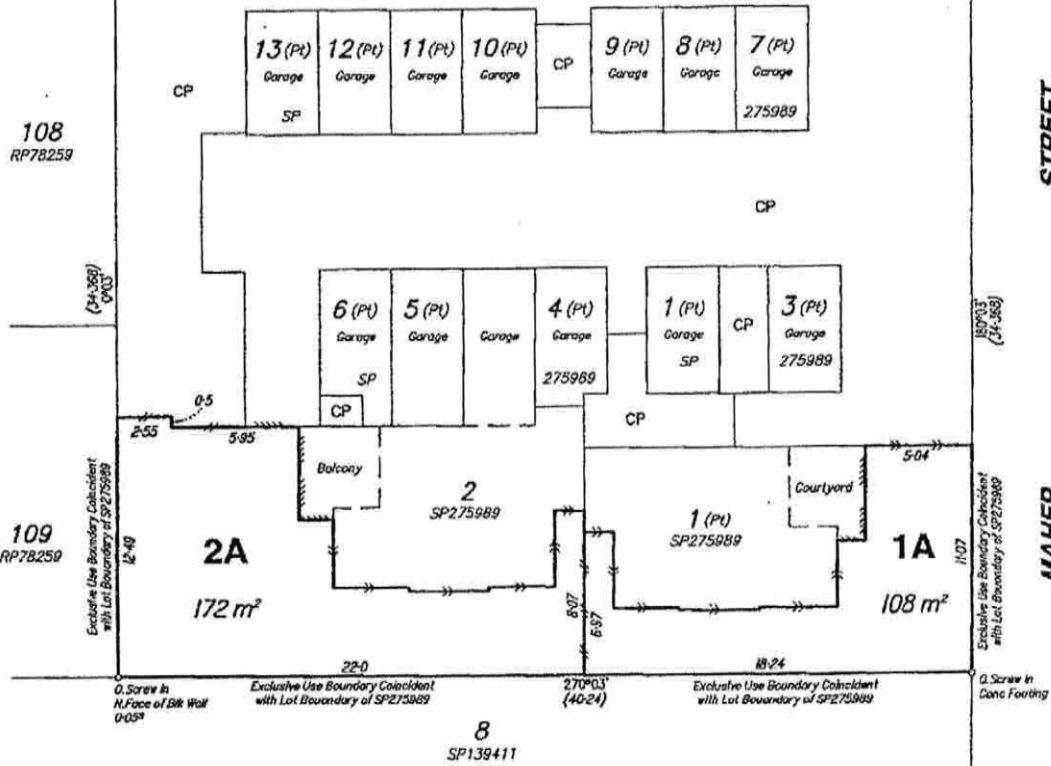
CP
SP188326

108
RP78259

STREET

109
RP78259

MAHER



LAWSON GROUP PTY. LTD. (ACN 131 691 976)
Cadastral Surveyors certify that the details shown
on this sketch are correct.

[Signature] 6/12/2012
Director/Cadastral Surveyor

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over part of Common Property on
Level A of "MAHER PLACE"
C.T.S.
Orig Por 237

PARISH. KEDRON COUNTY. STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL MAP REF 9543-34324 CHECKED BY SPK
MERIDIAN of SP275989 DWG FILE 1776GXU LOCALITY ZILLMERE

LAWSON SURVEYS



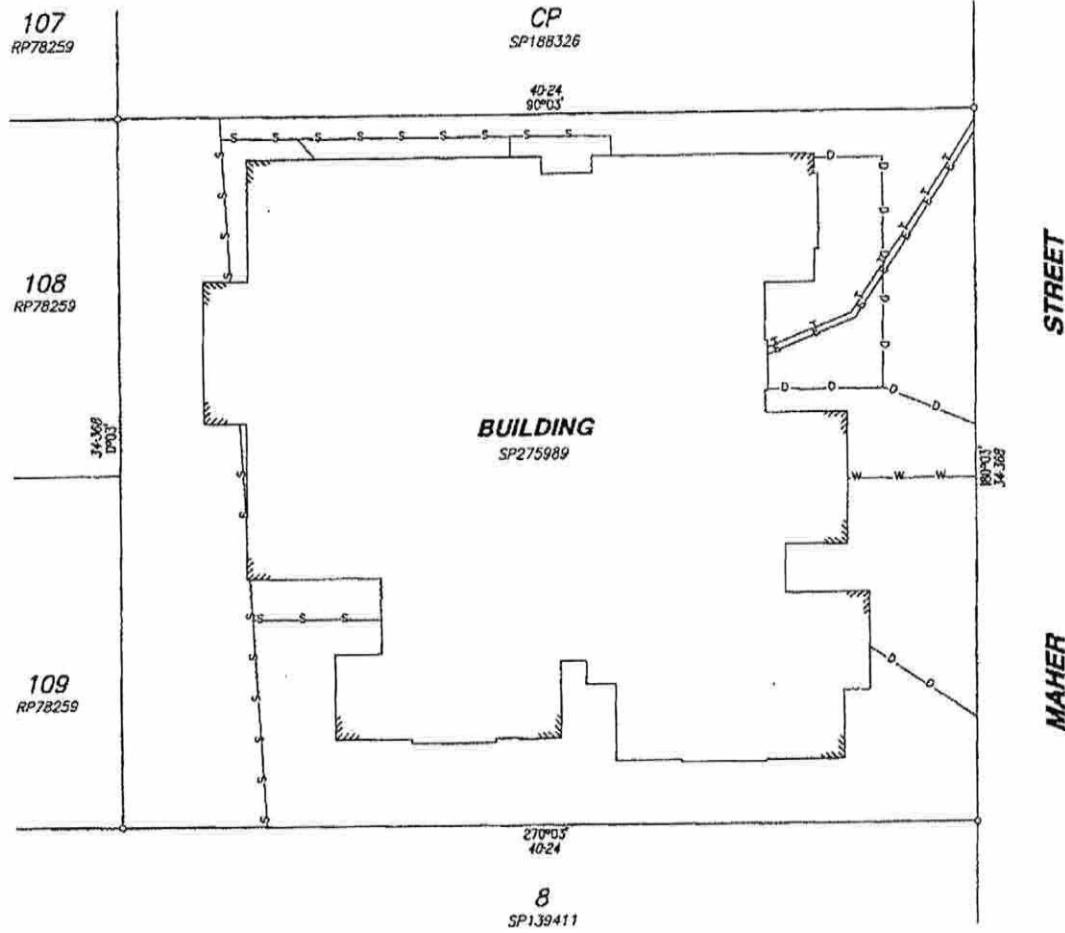
A.B.N 89 847 381 844
CONSULTING LAND SURVEYORS
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PH 33681234 FAX 33681414
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17766

"MAHER PLACE" C.T.S.

Sheet of
12 12

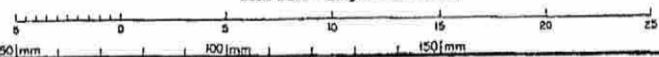
'B'



NOTE

Services taken from records of relevant authorities, field location of visible services at the time of construction and information supplied by builder. Verification of underground services has not been confirmed by survey.

Scale 1:200 - Lengths are in Metres.



LEGEND

ELECTRICITY — F — E
WATER — W — W
TELSTRA — T — T
STORMWATER — D — D
SEWERAGE — S — S

SERVICE LOCATION DIAGRAM

Over Common Property in
"MAHER PLACE"
C.T.S.

Orig Por 237

PARISH KEDRON COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL MAP REF 9543-34324 DATE 20/10/2015

MERIDIAN of SP275989 DWG FILE 17766SLD LOCALITY ZILLMERE

LAWSON SURVEYS



A.B.N 69 647 381 644
CONSULTING LAND SURVEYORS
80 MACGREGOR TERRACE
BARDON - BRISBANE
PH 33681234 FAX 33681414
Email: mail@lawsonsurveys.com.au
www.lawsonsurveys.com.au

17766



MAHER PLACE CTS 48242

33 - 35 Maher Street Zillmere Qld 4034

BALANCE SHEET

AS AT 25 AUGUST 2025

	ACTUAL 25/08/2025	ACTUAL 31/01/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	16,303.34	(1,396.32)
Sinking Fund	34,000.11	29,000.05
<u>TOTAL</u>	<u>\$ 50,303.45</u>	<u>\$ 27,603.73</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	50,126.14	36,900.21
Levies In Arrears	100.31	0.00
Other Arrears	77.00	0.00
<u>TOTAL ASSETS</u>	<u>50,303.45</u>	<u>36,900.21</u>
<u>LIABILITIES</u>		
Levies In Advance	0.00	9,296.48
<u>TOTAL LIABILITIES</u>	<u>0.00</u>	<u>9,296.48</u>
<u>NET ASSETS</u>	<u>\$ 50,303.45</u>	<u>\$ 27,603.73</u>



MAHER PLACE CTS 48242

33 - 35 Maher Street Zillmere Qld 4034

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 25 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/02/25-25/08/25	01/02/25-31/01/26	01/02/24-31/01/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	26,000.00	27,300.00	26,000.00
Deficit Recovery	0.00	4,163.92	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	26,000.00	31,463.92	26,000.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	462.00	0.00	0.00
Stratapay Trans/Svce	13.70	36.00	35.15
Cleaning	1,586.20	2,490.00	2,486.00
Electricity	0.00	440.00	440.89
Gardening	1,105.50	2,500.00	2,505.80
Insurance	0.00	9,140.00	9,536.00
Insurance Work Cover	200.00	0.00	200.00
R & M - Building / General	544.50	1,050.00	588.50
R & M - Electrical	0.00	500.00	412.50
R & M - Fire Control	407.00	3,000.00	929.50
R & M - Pest Control	0.00	220.00	215.00
Debt Collection	(77.00)	0.00	0.00
Maint. Report & Safety Audit	0.00	1,345.00	1,920.00
Strata Management Fees	1,319.11	2,298.94	2,220.66
Strata Management Admin/Other	758.39	1,200.00	1,015.91
Strata Management Disbursement	426.14	742.95	687.57
Strata Management Extra Servs	1,364.00	1,500.00	1,347.00
Income Tax Preparation	176.00	0.00	176.00
Water Rates	14.80	820.00	818.22
<u>TOTAL ADMIN. EXPENDITURE</u>	8,300.34	27,282.89	25,534.70
<u>SURPLUS / DEFICIT</u>	\$ 17,699.66	\$ 4,181.03	\$ 465.30
Opening Admin. Balance	(1,396.32)	(1,396.32)	(1,861.62)
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 16,303.34	\$ 2,784.71	\$ (1,396.32)



MAHER PLACE CTS 48242

33 - 35 Maher Street Zillmere Qld 4034

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 25 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/02/25-25/08/25	01/02/25-31/01/26	01/02/24-31/01/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	5,000.06	5,500.00	5,000.06
<u>TOTAL SINKING FUND INCOME</u>	5,000.06	5,500.00	5,000.06
<u>EXPENDITURE - SINKING FUND</u>			
R & M - Building / Grounds	0.00	0.00	5,061.10
R & M - Switchboard	0.00	330.00	0.00
R & M - Fire Service	0.00	0.00	1,738.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	330.00	6,799.10
<u>SURPLUS / DEFICIT</u>	\$ 5,000.06	\$ 5,170.00	\$ (1,799.04)
Opening Sinking Fund Balance	29,000.05	29,000.05	30,799.09
<u>SINKING FUND BALANCE</u>	\$ 34,000.11	\$ 34,170.05	\$ 29,000.05



EAGLE BODY CORPORATE
MANAGERS & CONSULTANTS

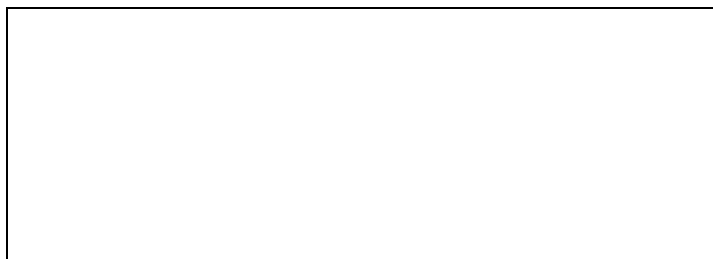
206 Logan Rd
Woolloongabba QLD 4102

P (07) 3517 1900

E reception@eaglebodycorporate.com.au

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS



ABN 45 226 399 665			
Date of Notice		25 June 2025	
A/c No		13	
Lot No	13	Unit Number	13
Contrib Ent.		1	
Interest Ent.		1	

MAHER PLACE CTS 48242

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Administrative Fund	01/08/25 to 31/01/26	01/08/2025	\$1,000.00	\$0.00		\$1,000.00
Sinking Fund	01/08/25 to 31/01/26	01/08/2025	\$192.31	\$0.00		\$192.31
Totals			\$1,192.31	\$0.00		\$1,192.31

Interest at the rate of 30.00% per annum (2.50% per month) is payable on overdue Levies.

Please make cheques payable to: StrataPay plus your StrataPay Reference Number

Teller stamp and initials		Amount Paid \$ Date Paid / /
---------------------------	--	---------------------------------------

Payment Options

	Tel: 1300 552 311 Ref: 1499 9760 4	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratamax.com.au Ref: 1499 9760 4	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 1499 9760 4	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Billcode: 74625 Ref: 1499 9760 4	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518	
	Billpay Code: 3599 Ref: 1499 9760 4	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1499 9760 4	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 1499 9760 4 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

1499 9760 4

Amount	Due Date
\$1,192.31	01 Aug 25

EAGLE BODY CORP MANAGEMENT P/L
48242/02100013 Lot 13/13

Mr B Hooper
Mrs R Hooper
IMAGE PROPERTY MANAGEMENT
PO BOX 205
ASPLEY QLD 4034



*3599 149997604

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.



Vendor/s

RITA JUDITH HOOPER, BRIAN RICHARD HOOPER

Property Address

UNIT 13 35 MAHER ST, ZILLMERE QLD 4034

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)

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TERMS OF CONTRACT
FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bank Cheque"**:
 - (i) includes a cheque drawn by a building society or credit union on itself; and
 - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday or special holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
 - (i) registered encumbrances;
 - (ii) Unregistered Encumbrances; and
 - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
 - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
 - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. DEPOSIT

2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
 - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
 - (a) at 30 June of each year; and
 - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:

- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
 - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

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

3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
 - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
 - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
 - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

4. CONDITIONS

4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
 - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

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

4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
 - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
 - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
 - (c) the parties must:
 - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
 - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property,sufficient to satisfy section 93A or 105C of the RTRA Act; and
 - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
 - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 Assignment of Covenants and Warranties

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

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
 - (b) under clause 6.3; or
 - (c) by agreement of the parties, but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

- If:
- (a) the Settlement is an Electronic Settlement;
 - (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
 - (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - (d) the Settlement Date has not previously been extended under this clause 6.3,

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
 - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
 - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
 - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
 - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
 - (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
 - (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
 - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
 - (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

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

7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
 - (a) issued on or after the Contract Date; or
 - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the Enforcement Notice; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
 - (a) the Present Use is not lawful under the relevant planning scheme;
 - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
 - (c) access to the Lot passes unlawfully through other land;
 - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
 - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in the Seller Disclosure Statement; or
 - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
 - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
 - (b) clauses 7.7(1)(e) and (g) do not apply.

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

7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

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

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
 - (a) the entry condition report;
 - (b) the most recent routine inspection report;
 - (c) the RTA Form 2 Bond Lodgement form; and
 - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GST

10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price includes GST

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

10.3 Purchase Price Does Not Include GST

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

10.4 Margin Scheme

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

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
 - (a) must apply the Margin Scheme to the Supply of the Property; and
 - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

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

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
 - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

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

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

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

10.7 Adjustments

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

10.8 Tax Invoice

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

10.9 Remedies

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

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
 - (a) 5 Business Days after posting; or
 - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

11.4 Electronic Signing

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

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

11.5 Pre-contract Disclosure

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

11.6 Business Days

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

11.7 Rights After Settlement

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

11.8 Further Acts

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

11.9 Severance

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

11.10 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

11.11 Counterparts

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

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

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

12.2 Additional Definitions

- (1) The following additional definitions apply:

- (a) "**Body Corporate**" means the body corporate of the Scheme.
- (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) "**Scheme**" means the community titles scheme containing the Lot;
- (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

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

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

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

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

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

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

12.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
 - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
 - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

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

12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate,
 consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
 - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

12.11 Property Adversely Affected

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

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

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

13.2 Additional Definitions

- (1) The following additional definitions apply:
 - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
 - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
 - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
 - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
 - (f) "**Principal Body Corporate**" means:
 - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
 - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
 - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
 - (i) the *Integrated Resort Development Act 1987*; or
 - (ii) the *Mixed Use Development Act 1993*; or
 - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
 - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
 - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
 - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
 - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
 - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
 - (a) the Buyer:
 - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
 - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
 - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

- (1) The Seller is liable for:
 - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

- (1) The Buyer must:
 - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
 - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

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

13.8 Encumbrances

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

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
 - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

13.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
 - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
 - (b) the Buyer would be materially prejudiced if required to settle this contract, unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

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

Tenancies Schedule

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

TENANT

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

NAME/S:

Carmel Pacaldo & Michaela Fajardo

TERM AND OPTIONS:

STARTING DATE OF TERM	ENDING DATE OF TERM	RENT:	BOND:
03/02/2025	02/02/2026	\$ 480.00	\$ 1,920.00

NAME/S:

TERM AND OPTIONS:

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

NAME/S:

TERM AND OPTIONS:

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

MANAGING AGENT

AGENCY: JD PROPERTY (AUST) PTY LTD

PROPERTY MANAGER: Sophie Dale

ADDRESS:

SUBURB

STATE

POSTCODE

PHONE: (07) 3263 1811

EMAIL: sophie.dale@imageproperty.com.au

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