

# Seller Disclosure Report

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Vendor/s

LAUREN ASHLEIGH STRINGFELLOW, JACK EDWARD EDNEY

Property Address

4 LAUTREC ST, BRACKEN RIDGE QLD 4017

Prepared On

Wednesday, August 6, 2025

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# In This Report

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# Disclosure Statement

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

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

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

**This statement does not include information about:**

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

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

## Part 1 – Seller and property details

Seller LAUREN ASHLEIGH STRINGFELLOW and JACK EDWARD EDNEY

Property address 4 LAUTREC ST, BRACKEN RIDGE QLD 4017  
(referred to as the  
“property” in this  
statement)

Lot on plan description Lot 5 on RP181366

Community titles scheme  
or BUGTA scheme:

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

☐ **Yes**

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

☒ **No**

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

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

### Title details

**The seller gives or has given the buyer the following—**

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

☒ **Yes**

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

☒ **Yes**



<b>Registered encumbrances</b>	<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>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease:</li> <li>» the amount of rent and bond payable:</li> <li>» whether the lease has an option to renew:</li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></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>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <p>Brisbane City - Stormwater Gully/Roofwater Connection;  Energex - Pillar on the front boundary of the property.  Urban Utilities Water service and sewer network pipelines.  NBN and Telstra Telecommunication infrastructure.  ** Please refer to Statutory Encumbrance Maps for further information.</p>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input type="text"/></p> <p><b>Note</b>—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.

<b>Zoning</b>	<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 density residential zone</p>		
<b>Transport proposals and resumptions</b>	<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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
<b>Contamination and environmental protection</b>	<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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><b>The following notices are, or have been, given:</b></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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p>		
<b>Trees</b>	<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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i></p>		
<b>Heritage</b>	<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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p>		
<b>Flooding</b>	<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 <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>		
<b>Vegetation, habitats and protected plants</b>	<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.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	Pool compliance certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	OR		
	Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<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>		
<b>Notices and orders</b>	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice or order must be given by the seller.</i>		
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	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 ( <a href="https://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) 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: \$445.97                      Date Range: 1/4/2025 to 30/06/2025
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/>

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

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

	Whichever of the following applies—
Water	<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <div>Amount: \$969.07      Date Range: 01/07/2025 to 30/06/2026</div> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <div>Amount: <input type="text"/> Insert estimated amount      Date Range: <input type="text"/> Insert date range</div>

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

## Part 6 – Community titles schemes and BUGTA schemes

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

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

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

<b>Body Corporate and Community Management Act 1997</b>	<p><b>The property is included in a community titles scheme.</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>(If Yes, complete the information below)</i></p>
<b>Community Management Statement</b>	<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 type="checkbox"/> <b>Yes</b></p> <p><b>Note</b>—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>
<b>Body Corporate Certificate</b>	<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 type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul>
<b>Statutory Warranties</b>	<p><b>Statutory Warranties</b>—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>

<b>Building Units and Group Titles Act 1980</b>	<p><b>The property is included in a BUGTA scheme</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>(If Yes, complete the information below)</i></p>
<b>Body Corporate Certificate</b>	<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"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul> <p><b>Note</b>—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:  
*Jack Edney*  
B58833340B5854AF

Signature of seller

Jack Edney

Name of seller

05/08/2025 05:56 pm

Date

Signed by:  
*Lauren Stringfellow*  
566233EB2E6E9862

Signature of seller

Lauren Stringfellow

Name of seller

04/08/2025 03:19 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: 52664135  
Search Date: 21/07/2025 10:57

Title Reference: 16359105  
Date Created: 05/10/1982

Previous Title: 14929155

REGISTERED OWNER

Dealing No: 720257633 09/09/2020

LAUREN ASHLEIGH STRINGFELLOW  
JACK EDWARD EDNEY JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 5 REGISTERED PLAN 181366  
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10004020 (POR 97)
2. MORTGAGE No 724017355 28/04/2025 at 14:06  
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

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





## CERTIFICATE

I, Maurice Darrell CONKEY of K.G. NORRIS & ASSOCIATES, hereby certify that I have surveyed the land comprised in this plan personally, that the plan is accurate, that the said survey was performed in accordance with the 'Surveyors Act 1977' and the 'Surveyors Regulations 1978' and that the said survey was completed on 2.3.82

Signature of Licensed Surveyor.

Date 11.7.82

Council of the Brisbane City Council certifies that the 1984 of the Local Government Act 1972 and the Local Government Planning Act 1984 have been complied with and approves this plan of subdivision subject to

Dated this 7 day of JULY 1982

Mayor or

Chairman

Deputy Town or

Shire Clerk

We, STOCKS & HOLDINGS (QUEENSLAND) PTY. LIMITED, as proprietor/s of this land, agree to this Plan and dedicate the new roads shown hereon to public use.

Signature of Proprietor/s

Trustee under Nomination of Trustee No. 89141,

Brisbane City Council as trustee of part of this land, agrees to this plan and dedicates the new roads shown hereon to Public use.

dated 8/7/82

DEPUTY TOWN CLERK

THE COMMON SEAL OF STOCKS & HOLDINGS (QUEENSLAND) PTY. LIMITED WAS HERETO AFFIXED BY AUTHORITY OF THE BOARD AND IN THE PRESENCE OF: THE DIRECTOR, PETER ANGUS McAULEY AND IN THE PRESENCE OF THE SECRETARY, ROBERT SCOTT GREGORY AND IN THE PRESENCE OF

JUSTICE OF THE PEACE

Common Seal

Calc. Bk. No. 335/120  
Examined 13/9/82  
Passed 13/9/82  
Charted 24/9/82  
Map Ref. CG 10

Particulars entered in Register Book  
Vol. 4929 Folio 155  
5980 188

21 SEP 1982  
at 4.0pm  
REGISTRAR OF TITLES

## FOR TITLES OFFICE USE ONLY

Previous Title

C.T. 4929-155 Resub 2 103911  
C.T. 5980-188 Lot 33 168123  
G768206 Norml T. Fees Lot 6.B. to B.C.C.  
(for town planning purps.)  
G768207 Easements A, B, D, E & F to B.C.C.  
(for drainage purps.)

## Allocations

C.T.	Lots	New Rd.
4929-155	1 to 12, 45 to 64, 66 & Emt's A, B, D, E, F	5389m <sup>2</sup>
5980-188		11m <sup>2</sup>

Lot 10 See I.S. 20631 J.R.D.

Lot 49 See I.S. 26106 (A.P.)

Lot	Area	Lot	Area	Lot	Area
1	6359	107	51	6359	179
2		108	2		120
3		109	3		1
4		110	4		2
5		111	5		3
6		112	6		4
7		113	7		5
8		114	8		6
9		115	9		7
10		116	10		8
11		117	11		9
12		118	12		10
13		119	13		11
14		120	14		12
15		121	15		13
16		122	16		14
17		123	17		15
18		124	18		16
19		125	19		17
20		126	20		18
21		127	21		19
22		128	22		20
23		129	23		21
24		130	24		22
25		131	25		23
26		132	26		24
27		133	27		25
28		134	28		26
29		135	29		27
30		136	30		28
31		137	31		29
32		138	32		30
33		139	33		31
34		140	34		32
35		141	35		33
36		142	36		34
37		143	37		35
38		144	38		36
39		145	39		37
40		146	40		38
41		147	41		39
42		148	42		40
43		149	43		41
44		150	44		42
45		151	45		43
46		152	46		44
47		153	47		45
48		154	48		46
49		155	49		47
50		156	50		48
51		157	51		49
52		158	52		50
53		159	53		51
54		160	54		52
55		161	55		53
56		162	56		54
57		163	57		55
58		164	58		56
59		165	59		57
60		166	60		58
61		167	61		59
62		168	62		60
63		169	63		61
64		170	64		62
65		171	65		63
66		172	66		64
67		173	67		65
68		174	68		66
69		175	69		67
70		176	70		68
71		177	71		69
72		178	72		70
73		179	73		71
74		180	74		72
75		181	75		73
76		182	76		74
77		183	77		75
78		184	78		76
79		185	79		77
80		186	80		78
81		187	81		79
82		188	82		80
83		189	83		81
84		190	84		82
85		191	85		83
86		192	86		84
87		193	87		85
88		194	88		86
89		195	89		87
90		196	90		88
91		197	91		89
92		198	92		90
93		199	93		91
94		200	94		92
95		201	95		93
96		202	96		94
97		203	97		95
98		204	98		96
99		205	99		97
100		206	100		98

For Additional Plan & Document Notings Refer to C1SP

Lodged by H. MILLINER & GARDE.

## Fees Payable

Postal fee and Postage 2.65  
Lodgt. Exam. & Ass. 7  
Entd. on Docs. 544  
New Title 14  
Entd. on Deeds 14  
Photo Fee 1.36  
Total 599.10  
Short Fees Paid 17/1/82

## Received

Registrar of Titles

Journal No.

G768201

Receipt No.

81690

RECEIVED  
REG. OF TITLES  
JUL 15 9 51 AM '82

REQUISITION FEE

13 SEP 1982

Paid Vnde No. E99110

REGISTERED

PLAN

181366

181366

No 71566

181366

# Property Fact Pack

develo

## 4 Lautrec Street

Bracken Ridge QLD 4017

YOUR DIGITAL COPY



Easements



Flood History



Character



Flooding



Flood Coastal



Historic Imagery



Overland Flow Flooding



Flood Planning



Vegetation

# At a glance

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



Easements



NO  
CONSIDERATIONS  
IDENTIFIED



Flooding



NO  
CONSIDERATIONS  
IDENTIFIED



Character



NO  
CONSIDERATIONS  
IDENTIFIED



Vegetation



NO  
CONSIDERATIONS  
IDENTIFIED



Bushfire



NO  
CONSIDERATIONS  
IDENTIFIED



Noise



NO  
CONSIDERATIONS  
IDENTIFIED

## DATE OF REPORT

21st of July, 2025

## ADDRESS

4 LAUTREC STREET

## LOT/PLAN

5/RP181366

## COUNCIL

Brisbane

## ZONING

- Bracken Ridge And District Neighbourhood Plan
- Low Density Residential

## UTILITIES

- Power
- Sewer
- Stormwater
- Water

## SCHOOL CATCHMENTS

- Norris Road SS
- Bracken Ridge SHS

## CLOSEST CITY

Brisbane - 16km

# Easements

What access rights exist over the property?



Sources: Qld Spatial

## THINGS TO KNOW

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

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



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

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

### Questions to ask

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

## LEGEND

-  Selected Property
-  Easement



# Flooding

Is the property in a potential flood area?



## 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.

**Note:** Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. 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 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 to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

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

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

### Questions to ask

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

## LEGEND

 Selected Property

# Historic Imagery

## Historic Aerial Imagery



### THINGS TO KNOW

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

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

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

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

#### Questions to ask:

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

### LEGEND

 Selected Property



# Vegetation

Is the property in an area with vegetation protection?



Sources: Brisbane City Council

## 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
-  Significant Urban Vegetation – Nall



# Bushfire

Is the property in a potential bushfire area?



## THINGS TO KNOW

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

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

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

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

### Questions to ask

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

## LEGEND

 Selected Property



# Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

## THINGS TO KNOW

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

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




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

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

### Questions to ask

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

## LEGEND

-  Selected Property
- Property Est. Fall: ~3m
-  Property High: ~34m
-  Property Low: ~31m





# 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
-  Maintenance Structure
-  Stormwater Pipe Or Culvert



# Power

Are there any power lines on or near the property?



Sources: Energex

## THINGS TO KNOW




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

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

### Questions to ask

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

## LEGEND

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



# Zoning

What zone is my property?



Sources: Brisbane City Council

## THINGS TO KNOW

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

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





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

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

### Questions to ask

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

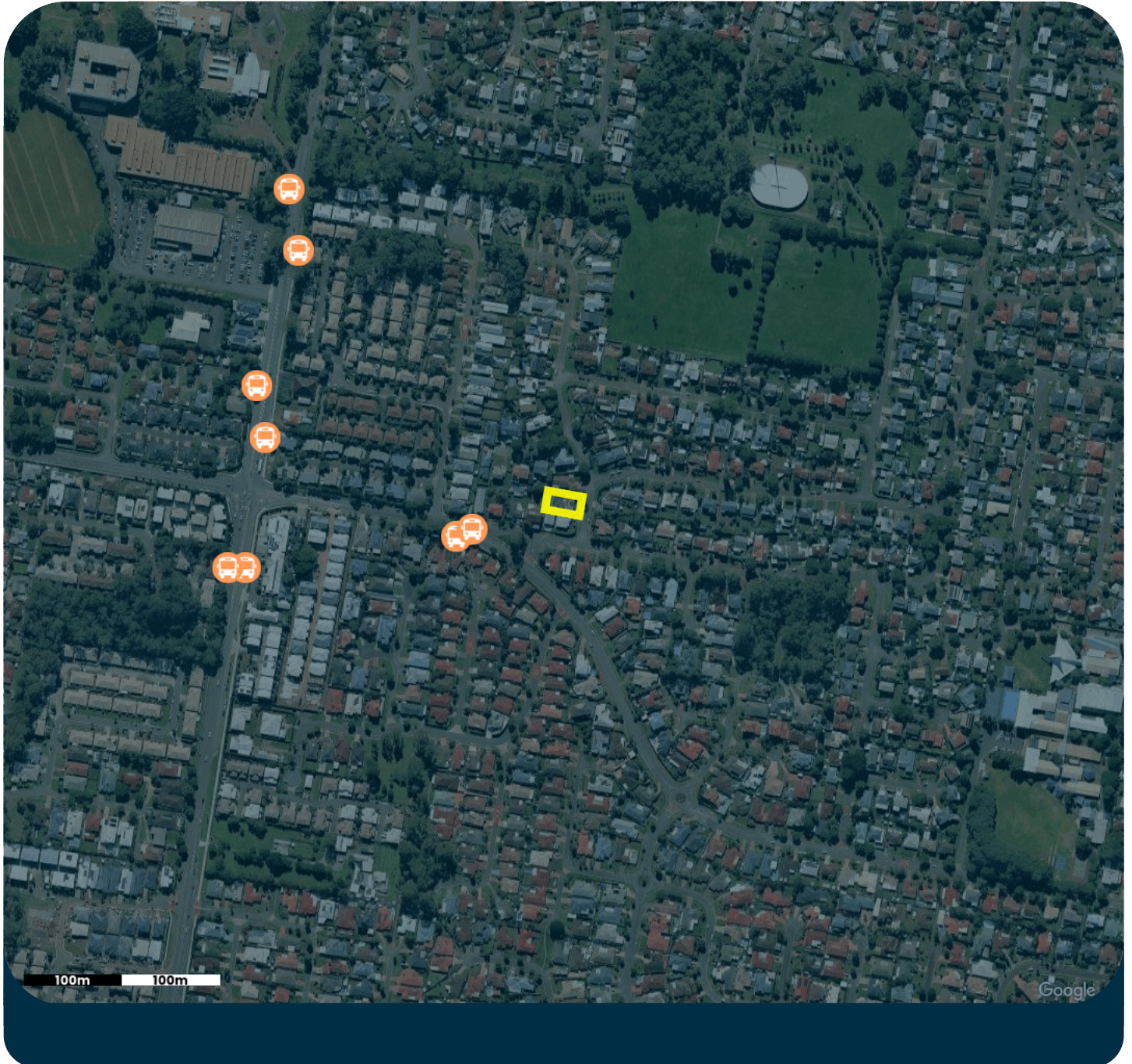
## LEGEND

-  Selected Property
-  Bracken Ridge And District Neighbourhood Plan
-  Emerging Community
-  Low Density Residential



# Public Transport

Is there any public transport stops nearby?



## LEGEND

 Selected Property

 Bus Stop



# Boundary

View your property boundaries



## LEGEND

Selected Property

### YOUR DIGITAL COPY



e0e0ad

### 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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### Know before you go

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Search address here



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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](http://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: 51025804      EMR Site Id: 21 July 2025  
Cheque Number:  
Client Reference:

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

Lot: 5      Plan: RP181366  
4 LAUTREC ST  
BRACKEN RIDGE

**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](mailto:emr.clr.registry@detsi.qld.gov.au)

**Administering Authority**

## Department of Transport and Main Roads

### Property Search - Advice to Applicant

Property Search reference 901525

Date: 21/07/2025

Search Request reference: 168031659

#### Applicant details

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

Buyer: SearchX Pty Ltd

#### Search response:

Your request for a property search on Lot 5 on Plan RP181366 at 4 Lautrec St, Bracken Ridge Qld 4017 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.

## Water and Sewerage Quarterly Account

QUUR98\_A4E/E-313/S-314/I-627/

4 LAUTREC ST  
BRACKEN RIDGE QLD 4017

**Property Location:** 4 LAUTREC STREET  
BRACKEN RIDGE 4017

Customer reference number	10 1097 6231 0000 9
Bill number	1097 6231 16
Date issued	05/04/2024
<b>Total due</b>	<b>\$365.58</b>
<b>Current charges due date</b>	<b>11/05/2024</b>

### Your water usage

Water usage (kL)	30
Days charged	98

### Average daily water usage (litres)

Current period	306
Same period last year	389

## Account Summary Period 12/12/2023 - 18/03/2024

### Your Last Account

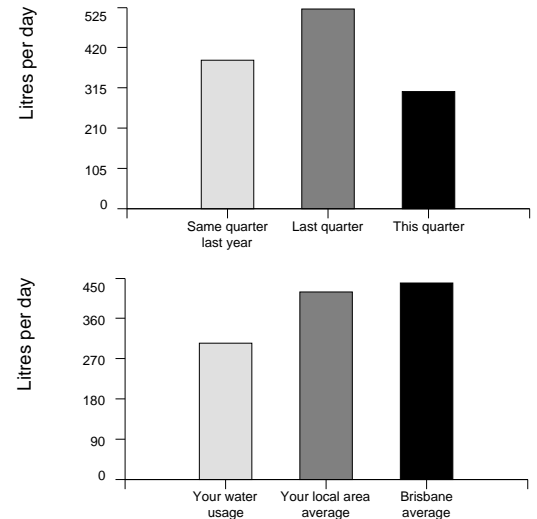
Amount Billed	\$426.68
Amount Paid	\$426.68CR

### Your Current Account

Balance	\$0.00
Current Charges	\$365.58

**Total Due \$365.58**

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



## LET'S VALUE WATER, WHATEVER THE WEATHER

Check out Pipeline in print or online for water saving tips!

Scan here



## Payment options



**Direct debit**  
To arrange automatic payment from your bank account, visit [www.urbanutilities.com.au/directdebit](http://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](http://www.bpay.com.au)

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**Internet**  
Pay your account online using MasterCard or Visa credit card at [www.urbanutilities.com.au/creditcard](http://www.urbanutilities.com.au/creditcard)  
Payment by credit card will incur a 0.51% 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 12/12/2023 - 18/03/2024 (98 days)****Your meter readings**

Serial Number	Read Date	Reading	Usage	Comment
ADC80222	12/12/2023	1116		Estimated
	19/03/2024	1146	30kL	

**Water Usage****State bulk water price**

State Bulk Water Charge 2023/24	30kL @ \$3.371000/kL	\$101.13
---------------------------------	----------------------	----------

**Urban Utilities distributor-retailer price**

Tier 1 usage 2023/24	30kL @ \$0.838000/kL	\$25.14
<b>Subtotal</b>		<b>\$126.27</b>

**Water Services****Urban Utilities water service charge**

Water service charge 2023/24	98 days	\$63.40
<b>Subtotal</b>		<b>\$63.40</b>

**Sewerage Services****Urban Utilities sewerage service charge**

Sewerage service charge 2023/24	98 days	\$175.91
<b>Subtotal</b>		<b>\$175.91</b>

**Water usage** **\$126.27****Water services** **\$63.40****Sewerage services** **\$175.91****Your total charges 12/12/2023 - 18/03/2024** **\$365.58**

Customer ref. no. 10 1097 6231 0000 9

4 LAUTREC STREET  
BRACKEN RIDGE 4017**Your usage was 30 kilolitres.****That's an average of 306 litres per day.****LET'S VALUE  
WATER, WHATEVER  
THE WEATHER**

Check out Pipeline in print or online for tips on stopping five of the most common household water leaks.

**SCAN FOR  
MORE WATER  
SAVING TIPS****INTERPRETER SERVICE 13 14 50**

当您需口译员时，请致电 13 14 50。

اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.

Khi bạn cần thông ngôn, xin gọi số 13 14 50

통역사가 필요하시면 13 14 50 으로 연락하십시오

Cuando necesite un intérprete llame al 13 14 50

© Urban Utilities 2023

**WANT TO KNOW MORE  
ABOUT YOUR BILL?**

Scan to see what each charge means.



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 AdviceBiller Code: 112144  
Ref: 10 1097 6231 0000 9

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 101097623100009

**Commonwealth Bank**  
Commonwealth Bank of Australia  
ABN 48 123 123 124  
240 Queen Street, Brisbane, QLD**Credit**Current charges due date  
11/05/2024For Credit **Urban Utilities**

Trans Code

User ID

Customer Reference No.

831

066840

101097623100009



Total Due

365.58

+757+





Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

## Rate Account

**Mailing Code** BPAY VIEW  
**Property Location** 4 LAUTREC ST  
BRACKEN RIDGE  
**Issue Date** 8 Apr 2025

Bill number  
**5000 1048 2076 776**

Bill number including donation  
**5800 1048 2076 776**

**Enquiries**  
(07) 3403 8888  
**24 hours 7 days**

Account Period  
1 Apr 2025 - 30 Jun 2025



P094BCCRA641\_A4MA01/E-132/S-524/I-1047/H-16

4 LAUTREC ST  
BRACKEN RIDGE QLD 4017

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

You can donate your \$15 rates discount 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](http://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

**\$430.95**

#### Due Date

**8 May 2025**

### Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	385.12
State Government Charges	60.85
<b>Gross Amount</b>	<b>445.97</b>
<b>Discount and/or Rounding (where applicable)</b>	<b>15.02 CR</b>
<b>Nett Amount Payable</b>	<b>430.95</b>
<b>Optional Lord Mayor's Charitable Trust donation received by the Due Date</b>	<b>445.95</b>

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 580010482076776



Billers Code: 319186  
Ref: 5800 0000 1660 397  
Amt: \$445.95 by 8 May 2025

#### Excluding Lord Mayor's Charitable Trust \$15 donation



\*439 500010482076776



Billers Code: 78550  
Ref: 5000 0000 1660 397  
Amt: \$430.95 by 8 May 2025

#### Pay using your smartphone



#### Due Date

**8 May 2025**

**50**

#### Gross Amount

**\$445.97**

#### Nett Amount

**\$430.95**

<0000043095>

<004440>

<500010482076776>

>

## Have you changed your address?

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

Phone: **(07) 3403 8888 24 hours 7 days**

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

or write to: **Brisbane City Council  
GPO Box 1434  
BRISBANE QLD 4001**

## Rating and rebate information

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

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

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

## Payment options



### Online

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



### Direct Debit

Pay an agreed amount by Direct Debit transfer from your cheque or savings account. To apply please go to [www.brisbane.qld.gov.au](http://www.brisbane.qld.gov.au) search Direct Debit 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®

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## 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）34038888 到布里斯本（Brisbane）市政廳。

## Property Details

### Owner

#### Property Location

**4 LAUTREC ST  
BRACKEN RIDGE**

#### Real Property Description

**L.5 RP.181366 PAR NUNDAH**

Valuation effective from	1 Jul 2022	\$380,000
	1 Jul 2023	\$435,000
	1 Jul 2024	\$435,000
Average Rateable Valuation (A R V)		\$416,667

### Account Details

Account Number 5000 0000 1660 397

#### Opening Balance

Closing Balance Of Last Bill	445.97	
Payment Received - 03-Feb-2025	430.95	CR
Discount/Rounding Allowed	15.02	CR

**Total 0.00**

### Period: 1 Apr 2025 - 30 Jun 2025

#### Brisbane City Council Rates & Charges

General Rates - Category 1 (Annually 0.2274 Cents In The A R V \$)	236.88
Waste Utility Charge - 1 Charge(S) @ \$115.86 Qtr	115.86
Waste Utility Charge Green Waste Recycling - 1 Charge(S) @ \$12.38 Qtr	12.38
Bushland Preservation Levy Category 1 (Annually 0.008 Cents In The A R V \$)	8.33
Environmental Mgt Compliance Levy Category 1 (Annual 0.0112 Cents In The A R V \$)	11.67

**Total 385.12**

#### State Government Charges

Emergency Management Levy - Group 2	60.85
-------------------------------------	-------

**Total 60.85**

## Other Information

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

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

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

The Waste Utility Charge covers costs associated with managing waste in Brisbane, including the gap between the Queensland Government levy charged to Council and the 85% rebate received by Council.



## Rating Category Statement 2024-25

*Dedicated to a better Brisbane*

Brisbane City Council (Council) will use a system of differential general rating for 2024-25. The differential general rate will be calculated using the average rateable value (ARV) as provided for under the "City of Brisbane Regulation 2012".

There are 140 differential general rating categories in 2024-25. The categories and the relevant descriptions are outlined in the Differential General Rating Table in section 4 of Council's "Resolution of Rates and Charges 2024-25" (the Resolution). An explanation of the land use codes appears in section 15.3.

Landowners are responsible for checking the differential general rating category applied to their property. If you have any concern with the category that has been given to your property, you should contact Council immediately by phoning Council's Contact Centre on (07) 3403 8888 or by writing to Council to discuss that concern.

To object to the rating category applied to the property, landowners must, within 30 days of the rate account issue date, submit a rating category Notice of Objection using Council's nominated form stating that the land should be in another rating category and the facts and circumstances that are the basis for that statement. The form is available from Council's Library and Customer Centre, Level 1, 266 George Street, Brisbane, other Customer Centres, or by phoning the Contact Centre.

If the objection is successful and the differential general rating category is changed, the change will be effective from the beginning of the rating quarter in which the successful objection notice was lodged. Lodging an objection does not stop Council from levying and recovering rates as specified in your rate account.

### TABLE OF RATING CATEGORIES

- 1. Residential – Owner Occupied:** Residential dwelling houses where the sole use is as an owner-occupied residence of the owner/s. All owners are individuals, with the exception of property held under a 'Special Disability Trust'.  
Excludes companies, trusts, organisations or any entity other than an individual. This is regardless of whether the land are occupied by a shareholder or even the sole shareholder of that company, trust, organisation or entity. These are regarded as being a non owner-occupied residence and included in differential rating category 7.  
Qualifying vacant land listed in the 'rating description' of category 1 in the Resolution may also be included in this category.
- 1ga. Residential – Owner Occupied with Guest Accommodation:** Land which meets the description of category 1 but for the fact that part of the property is used for paid guest accommodation and meets the allowable limits of paid guest accommodation in 'Column 2' section 5 of the table shown at section 15.6 of the resolution.
- 2a. Commercial/Non-Residential - Group A:** Land being used, or potentially used by virtue of improvements or activities conducted on the property, for a non-residential purpose and are:
  - (i) characterised by the 'rating description' for category 2a of the Differential General Rating Table contained in the Resolution; and
  - (ii) located outside of the boundaries of the Central Business District (CBD) and the CBD Frame as defined in the Resolution.This category also includes:
  - (i) residential land that exceed the allowable limits of non-residential activity in 'Column 2' and 'Column 3' of the table shown at section 15.6 of the Resolution and
  - (ii) vacant land located outside the boundaries of the CBD or the CBD Frame that does not comply with the conditions for vacant land inclusion in category 1.
- 2b-2k. Commercial/Non-Residential - Groups B - K:** Land which in all other respects meet the description set out in category 2a but are listed in the table shown at section 15.10 of the Resolution.
- 2l. Commercial/Non-Residential - Group L:** Land which are being used, or have the potential to be used by virtue of improvements or activities conducted upon the property, for a non-residential purpose and are characterised by the 'rating description' for category 2l of the Differential General Rating Table contained in the Resolution.
- 2m. Commercial/Non-Residential - Group M:** Land which in all other respects meet the description set out in category 2a above but are listed in the table shown at section 15.10 of the Resolution.
- 3. Rural:** Land which are being used, or have the potential to be used by virtue of improvements or activities conducted upon the property, for a non-residential (Rural) purpose and are characterised by the 'rating description' for category 3 of the Differential General Rating Table contained in the Resolution.
- 4a-4b. Multi-Residential:** Land which are being used, or have the potential to be used by virtue of improvements or activities conducted upon the property, for a multi-residential purpose and are characterised by the 'rating description' for category 4a and 4b respectively of the Differential General Rating Table contained in the Resolution.
- 5a. Central Business District - Group A:** Land which in all other regards would meet the description of category 2a or 2l but are located within the bounds of the CBD as defined by the map shown at section 15.4 of the Resolution and have an ARV < \$5,000,000 or is characterised by the 'rating description' for category 5a of the Differential General Rating Table contained in the Resolution.

- 5aa. Central Business District - Group AA:** Land which in all other regards would meet the description of category 2a or 2l but are located within the bounds of the CBD as defined by the map shown at section 15.4 of the Resolution and have an ARV  $\geq$  \$5,000,000 or is characterised by the 'rating description' for category 5aa of the Differential General Rating Table contained in the Resolution.
- 5ab. Central Business District - Group AB:** Land which in all other regards would meet the description of category 5a or 5aa but is located within the boundary line shown on the map at section 15.16 of the Resolution.
- 5ac. Central Business District - Group AC Public Car Park 1:** Land which in all other regards would meet the description of category 5a or 5aa but is used for the purposes of a public car park and are listed in the table shown at section 15.7 of the Resolution.
- 5ad. Central Business District - Group AD Public Car Park 2:** Land which in all other regards would meet the description of category 5a or 5aa but is used for the purposes of a public car park and are listed in the table shown at section 15.7 of the Resolution.
- 5b-5z. Central Business District - Groups B - Z:** Land which in all other regards would meet the description of category 5a or 5aa but are listed in the table shown at section 15.7 of the Resolution.
- 6. Other:** Entry into this category will be limited to land where the land does not conform to the description of any other category.
- 7. Residential – Non Owner-Occupied or Mixed Use:** Land predominantly used, or has the potential predominant use by virtue of any improvements or the activities conducted on the land, to be used as a non owner-occupied residence or mixed use residence as defined in the Resolution.
- Qualifying vacant land listed in the 'rating description' of category 7 in the Resolution may also be included in this category.
- 8a-8j. Large Regional Shopping Centre - Groups A - J:** Land listed in the table shown at section 15.8 of the Resolution.
- 9a-9d. Major Regional Shopping Centre - Groups A - D:** Land listed in the table shown at section 15.9 of the Resolution.
- 10. \* CTS – Residential Owner-Occupied:** Land which in all other regards would meet the description of category 1 but exists within a community titles scheme.
- 10aa. \* CTS – Residential Owner Occupied - Group AA:** Land which in all other regards would meet the description of category 10 but is located within the boundary lines shown on the map at section 15.16 of the resolution.
- 10ga. \* CTS – Residential – Owner-Occupied with Guest Accommodation:** Land which in all other regards would meet the description of category 1ga but exists within a community titles scheme.
- 11a. \* CTS – Commercial/Non-Residential - Group A:** Land which in all other regards would meet the description of category 2a but exists within a community titles scheme.
- 11b. \* CTS – Commercial/Non-Residential - Group B:** Land which in all other regards would meet the description of category 2l but exists within a community titles scheme.
- 12a-12b. \* CTS – Multi-Residential:** Land which in all other regards would meet the description of category 4a or 4b but exists within a community titles scheme.
- 13. \* CTS – Central Business District:** Land which in all other regards would meet the description of category 11a or 11b and within the boundaries of the CBD.
- 13a. \* CTS – Central Business District - Group A Public Car Parks:** Land which in all other regards would meet the description of category 5a or 5aa but exists within a community titles scheme and is used for the purposes of a public car park and are listed in the table shown at section 15.13 of the Resolution.
- 14. \* CTS – Residential – Non Owner-Occupied or Mixed Use:** Land which in all other regards would meet the description of category 7 but exists within a community titles scheme.
- 14aa. \* CTS – Residential – Non Owner-Occupied or Mixed Use Group AA:** Land which in all other regards would meet the description of category 14 but is located within the boundary lines shown on the map at section 15.16 of the resolution.
- 15. \* CTS – Minor Lot:** Land located within a community titles scheme and is a car parking space, storage cupboard, storage unit, advertising hoarding or other similar purposes and does not meet the description of category 13a.
- 16. CBD Frame Commercial/Non-Residential:** Land which in all other regards would meet the description of category 2a or 2l but are located within the bounds of the CBD Frame as defined by the map at shown at section 15.5 of the Resolution.
- 16b. CBD Frame - Group B Public Car Parks:** Land which in all other regards would meet the description of category 16 and is used for the purposes of a public car park but are listed in the table shown at section 15.13 of the Resolution.
- 17. \* CTS – CBD Frame Commercial/Non-Residential:** Land which in all other regards would meet the description of category 11a or 11b but exists within a community titles scheme and are located within the bounds of the CBD Frame as defined by the map shown at section 15.5 of the Resolution.
- 21a-21i. Drive-In Shopping Centre - Groups A - I:** Land which are being used, or have the potential to be used by virtue of improvements or activities conducted upon the property, for a non-residential purpose and are characterised by the 'rating description' for category 21a-21i of the Differential General Rating Table contained in the Resolution.
- 22a-22j. Retail Warehouse - Groups A - J:** Land which are being used, or have the potential to be used by virtue of improvements or activities conducted upon the property, for a non-residential purpose and are characterised by the 'rating category' for category 22a-22j of the Differential General Rating Table contained in the Resolution.



23. **Transitory Accommodation:** Land which are being used for Transitory Accommodation purposes and are characterised by the 'rating description' for category 23 of the Differential General Rating Table contained in the Resolution.
24. **\* CTS - Transitory Accommodation:** Land which in all other regards would meet the description of category 23 but exists within a community titles scheme.
25. **\* CTS - Commercial Single Accommodation Unit:** Land which consists of a non self-contained single accommodation unit that operates within or forms part of a building or buildings that are used for Accommodation Hotel/Motel purposes as defined in the Resolution and is part of a community titles scheme.
- 26-28. **Reduced Rate 1 - 3:** Land used, or has the potential predominant use by virtue of its improvements or the activities conducted upon the land to be used for non-residential purposes and are listed in the table shown at section 15.11 of the Resolution.
- 29-31. **\* CTS - Reduced Rate 1 - 3:** Land used, or has the potential predominant use by virtue of its improvements or the activities conducted upon the land to be used for non-residential purposes but exists within a community titles scheme and are listed in the table shown at section 15.11 of the Resolution.
- 32a-32x. **Build To Rent - Groups A - X:** Land used, or has the potential predominant use by virtue of its improvements or the activities conducted upon the land to be used for build to rent as defined in the Resolution and are characterised by the 'rating description' of categories 32a to 32x respectively of the Differential General Rating Table contained in the Resolution.
33. **\* CTS - Build To Rent:** Land used, or has the potential predominant use by virtue of its improvements or the activities conducted upon the land to be used for build to rent as defined in the Resolution but exists within a community titles scheme.
- 34a-34f. **Student Accommodation - Groups A - F:** Land consisting of one or more living units or dwellings and is used, or has the potential predominant use by virtue of its improvements or the activities conducted upon the land to be used for student accommodation as defined in the Resolution and are listed in the table shown at section 15.14 of the Resolution.
35. **\* CTS - Student Accommodation:** Land consisting of one or more living units or dwellings and is used, or has the potential predominant use by virtue of its improvements or the activities conducted upon the land to be used for student accommodation as defined in the Resolution but exists within a community titles scheme and are listed in the table shown at section 15.14 of the Resolution.
36. **Kurilpa Industrial:** Land used, or has the potential predominant use by virtue of its improvements or the activities conducted upon the land to be used for non-residential purposes and are listed in the table shown at section 15.15 of the Resolution.

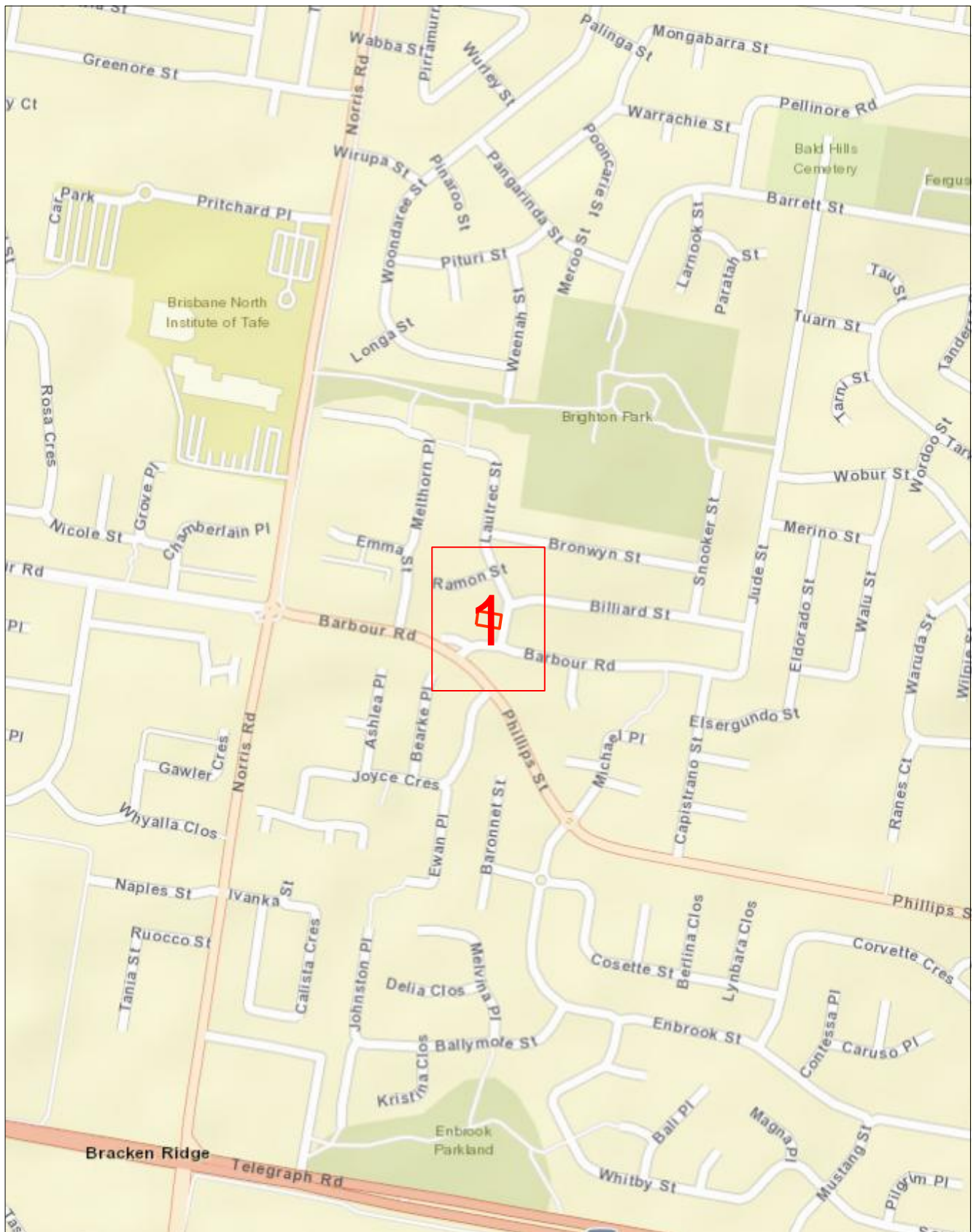
*\* Categories for CTS Land have different categories depending upon their individual parity factor. Refer to the Resolution for more information.*

General Rates, Environmental Management and Compliance Levy and Bushland Preservation Levy are subject to a minimum charge with the exception of Land Use Code 72 where no minimum is applicable.

Council has fixed the rates and charges for the financial year and these, as well as any applicable definitions, are contained in the Resolution.







Scale 1: 6000

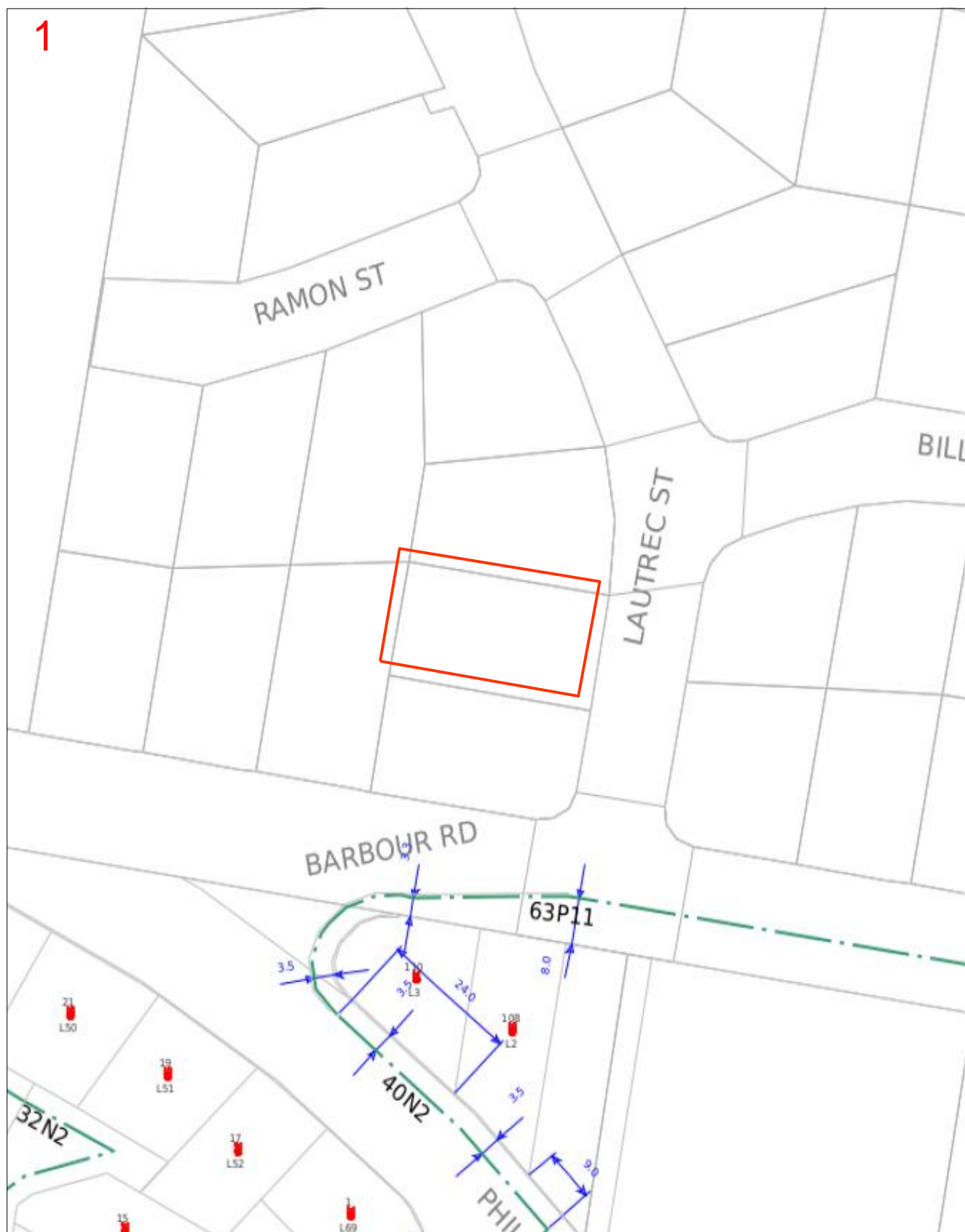
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
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Enquiry Area

Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
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Enquiry Area

Map Key Area





Job # 50674662  
Seq # 258057144  
Provider: Brisbane City Council  
Telephone: (07) 3403 8888



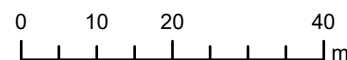
- Legend**
- BYDA Enquiry
  - Stormwater Network**
    - Stormwater Drain
    - Stormwater Gully / Roofwater Connection
    - Stormwater Maintenance Hole
    - Stormwater Roofwater Pit
    - Stormwater Gully Pit
    - Stormwater Field Inlet

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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  
16/07/25 (valid for 30 days)



Scale 1:1,000



Plans generated by  
SmarterWX™ Automate





BYDA

Sequence: 258057145  
Date: 16/07/2025  
Scale: 1:500  
Tile No: **Tile No: 1**

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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



## LEGEND



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





## Optus - Before You Dig Australia - REFERRAL NOTIFICATION

This referral has been successfully processed by Optus and the results are contained in the attached files.

Notice: Please DO NOT REPLY TO THIS EMAIL as it has been automatically generated and replies are not monitored.

If you have any queries or attachments missing please contact:

Network Operations Centre

1 Lyonpark Road,

Macquarie Park, NSW 2113

Ph: 1800 505 777

Fax: 1300 307 035

You will require Adobe Reader to view attachments.

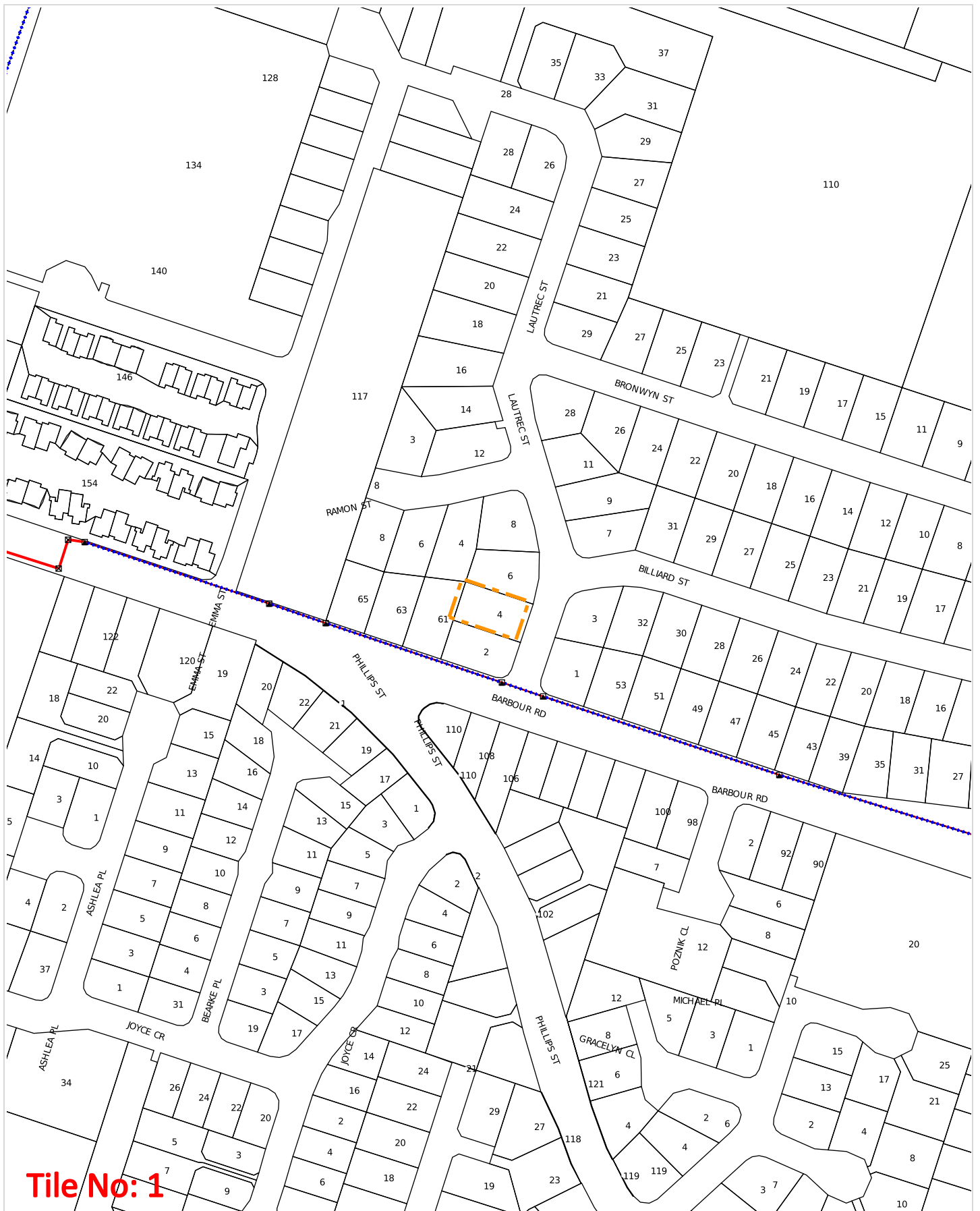
<http://www.adobe.com/downloads/>

We thank you for your enquiry and appreciate your continued use of the “Before You Dig Australia Service” Asset Analysis Service. If you require further information in relation to Optus and/or Uemcomm cables please contact Optus on above.

This reply relates only to the location indicated above and is valid for 30 days from the sent date. Where additional works are planned that have not been specified within this reply, Optus require that an additional enquiry be submitted to Before You Dig Australia enquiry Service: <http://www.byda.com.au>

In the case of no additional location request being submitted, Optus will hold the relevant party responsible for any damage to Optus and/or Uecomm plant and all expenses incurred by Optus as a result of asset damage.

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**Tile No: 1**

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Sequence Number: 258057143

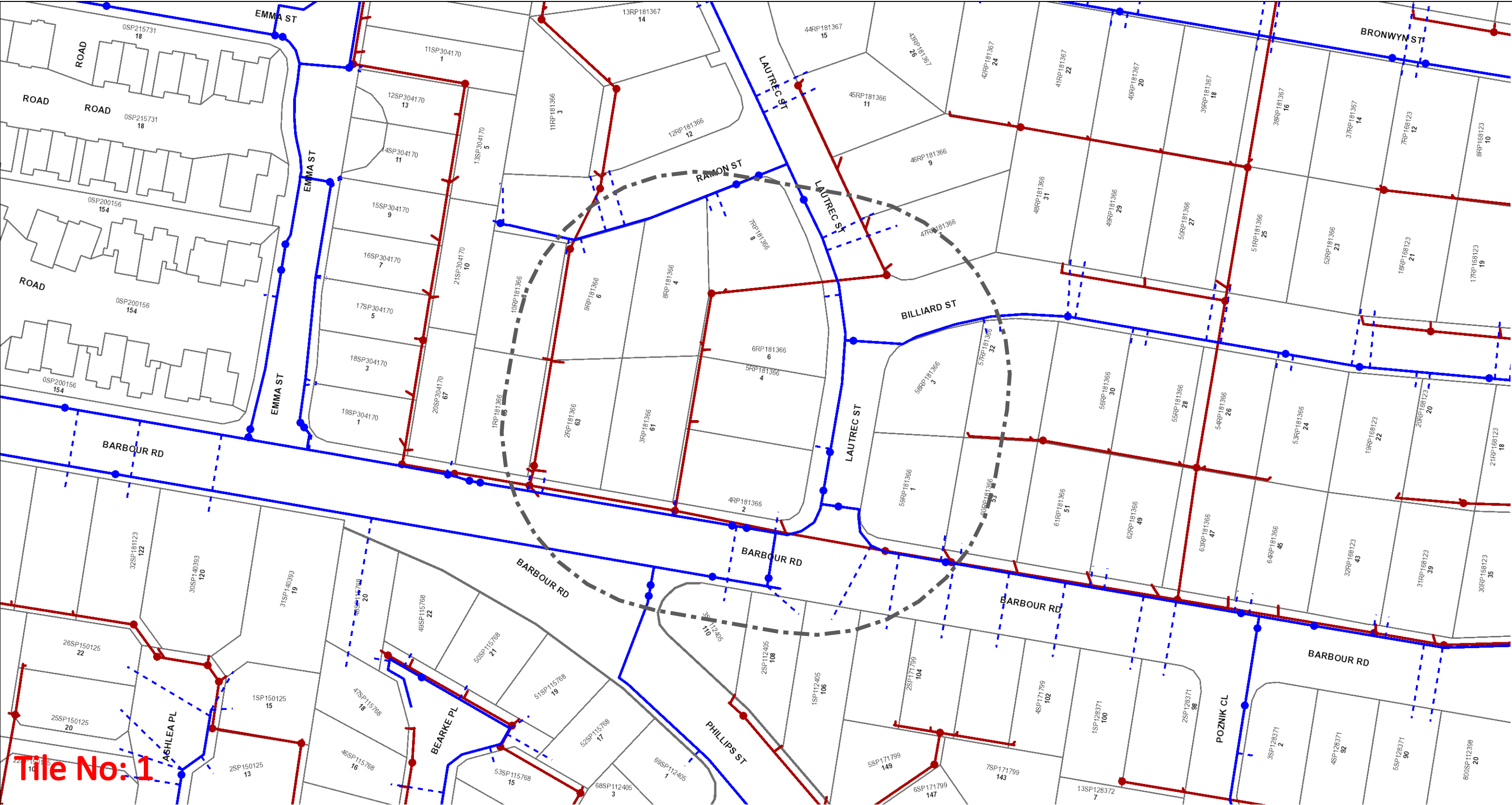
Date Generated: 16 Jul 2025




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




Urban Utilities - Water, Recycled Water and Sewer Infrastructure



Tile No: 1



N



Map Scale  
1:1000

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

**BYDA Reference No: 258057147**

Date BYDA Ref Received: 16/07/2025  
Date BYDA Job to Commence: 16/07/2025  
Date BYDA Map Produced: 16/07/2025

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.

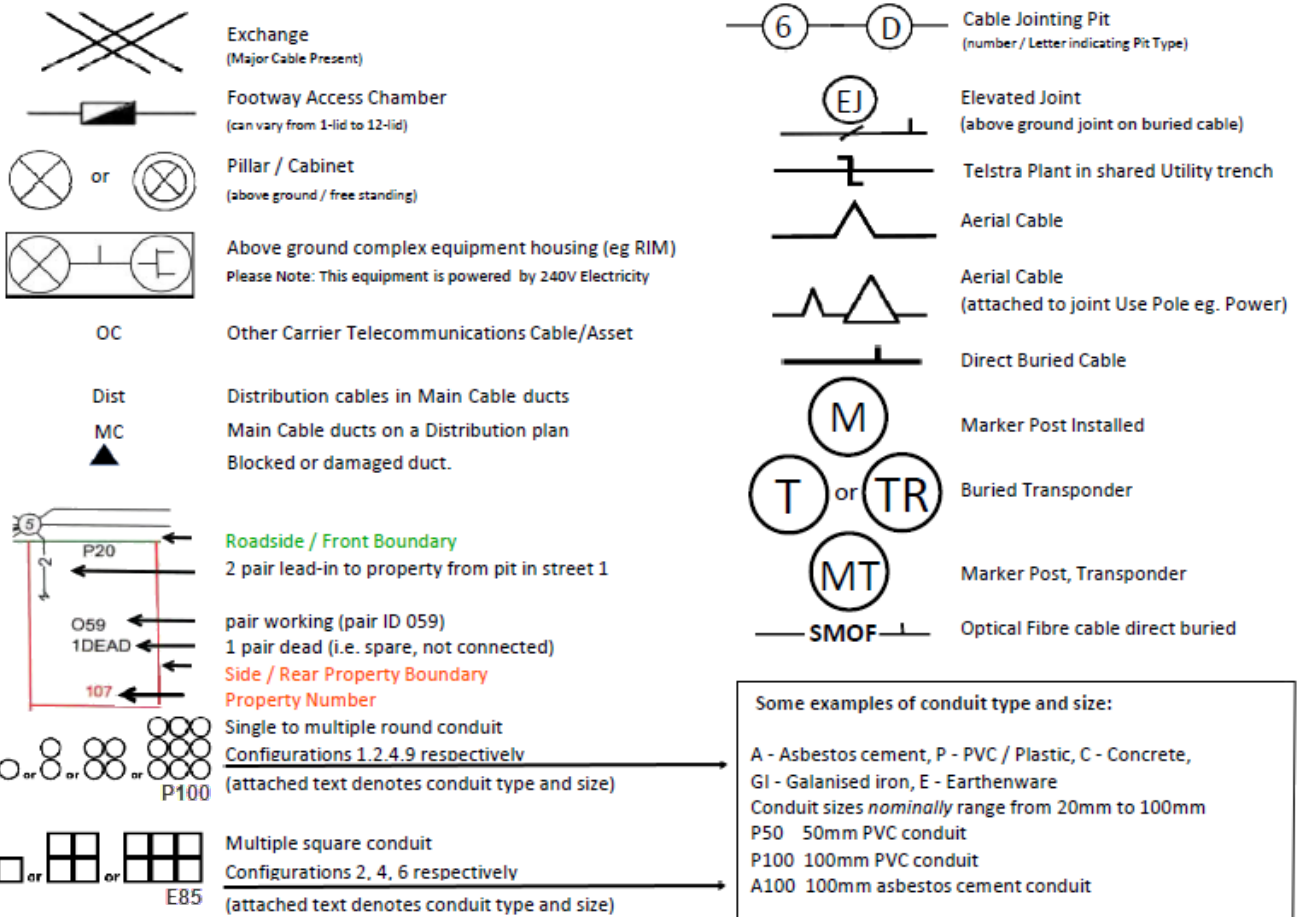
Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence)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

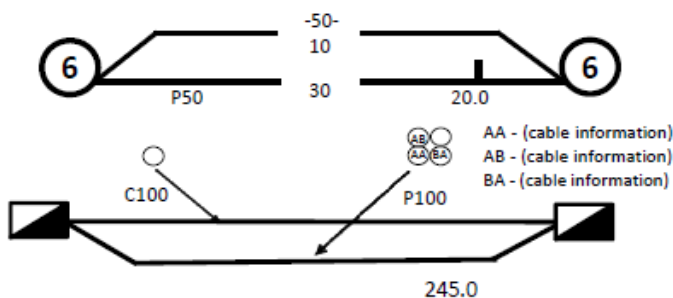
ABN 86 673 835 011



## LEGEND



### Some Examples of how to read Telstra Plans



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

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

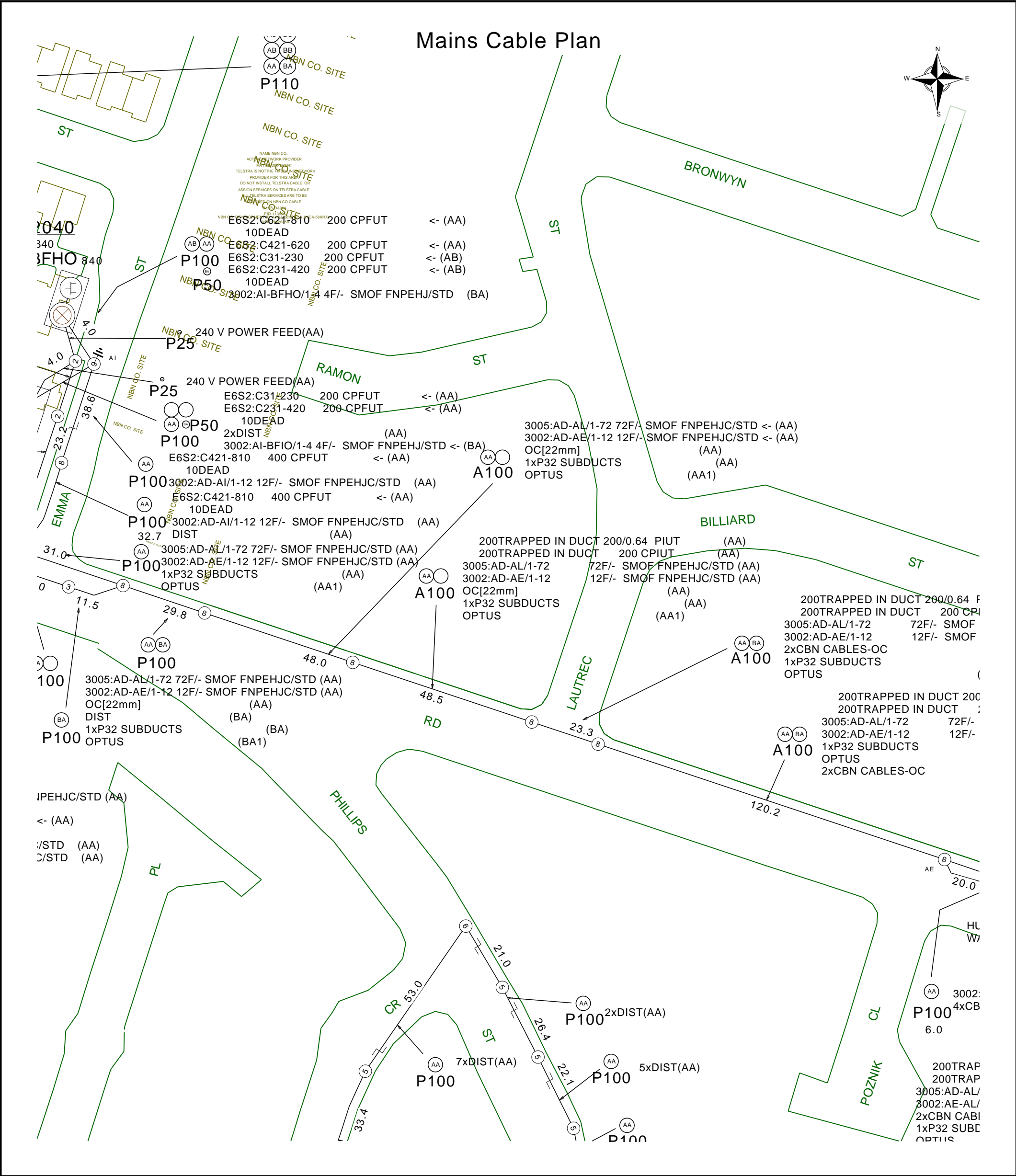
## Protect our Network:


by maintaining the following distances from our assets:

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

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





	<p>Report Damage: <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/</a> Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258057146</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781</p>		<p><b>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.</b></p>
<p>Generated On 16/07/2025 15:46:04</p>		

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

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

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





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Vendor/s

LAUREN ASHLEIGH STRINGFELLOW, JACK EDWARD EDNEY

Property Address

4 LAUTREC ST, BRACKEN RIDGE QLD 4017

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# 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: \_\_\_\_\_  
LAUREN ASHLEIGH STRINGFELLOW

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

JACK EDWARD EDNEY

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S AGENT

NAME: \_\_\_\_\_  
Image Sales Pty Ltd

ABN: 58640877345 LICENCE NO: 4407391 12/06/2026

ADDRESS: 57 Kirby Road

SUBURB: Aspley STATE: QLD POSTCODE: 4034

PHONE: 07 3263 1811 MOBILE: \_\_\_\_\_ EMAIL: sales.support@imageproperty.com.au

### 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)

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**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: 4 Lautrec Street

SUBURB: Bracken Ridge STATE: QLD POSTCODE: 4017

DESCRIPTION: LOT: 5 PLAN: RP181366 AREA: 700m2 ← more or less

TITLE REFERENCE: 16359105 SOLD AS: ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: Residential

Local Government: BRISBANE CITY

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:

Within 2 Business Days From Contract Date

Balance Deposit \$  
(if any)

payable on: Within 2 Business Days From Uncondi

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:	Image Sales
Deposit Holder's Trust Account:	Image Sales Pty Ltd Trust Account
Bank:	Macquarie Bank Limited in Australia
BSB: 184-446	Account No: 304522618

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)

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## SETTLEMENT

SETTLEMENT DATE: Days from the contract Date

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

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

## GST

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

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

- ☐ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

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

## GST WITHHOLDING OBLIGATIONS

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

- ☒ No  
☐ Yes

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

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

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

*(select whichever is applicable)*

- ☒ the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- ☐ the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

## LAND TAX

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

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

*[select one]*

- ☐ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

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

## CONDITIONS

### FINANCE

Finance Amount: \$ Sufficient to complete the contract

Financier: Any bank or financial institution of your choice

Finance Date: Days from the contract 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: Days from the contract 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)*

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## 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.

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

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

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

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))\*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))\*

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))\*

(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))

(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))\*

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))\*

(g) Proposed Body Corporate resolutions (clause 12.10)\*

\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

Records Inspection Date: \_\_\_\_\_

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

**LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL****(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

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

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

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))\*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))\*

(d) Proposed Body Corporate resolutions (clause 13.10)\*

\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

Records Inspection Date: \_\_\_\_\_

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

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

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## SPECIAL CONDITIONS

1. This Contract may be entered into by and becomes binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other (or a photocopy, facsimile copy, or a printed electronic copy of that Contract) and transmitting a facsimile copy, or electronic copy of it to the other party or to the other party's agent or solicitor.
2. The seller/s hereby irrevocably authorises and directs the buyer/buyers solicitors to draw a cheque payable to the Agents for balance of their outstanding fees and charges including commission as per Tax Invoice provided prior to settlement.

## 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.