

Seller Disclosure Report

Vendor/s

JACK SIFONIOS

Property Address

UNIT 1 13-15 MARINE PARADE, REDCLIFFE QLD 4020

Prepared On

Tuesday, September 2, 2025

In This Report

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Disclosure Statement

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller JACK SIFONIOS

Property address UNIT 1 13-15 MARINE PARADE, REDCLIFFE QLD 4020
(referred to as the
“property” in this
statement)

Lot on plan description 1/BUP5040

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

☐ **No**

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

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ **Yes**

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

☒ **Yes**

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>Please refer to the Statutory Encumbrance Maps and Summary Annexure for further and better details.</p>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <p>General residential zone</p>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

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

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

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$622.90 Date Range: 1/07/2025 - 30/09/2025
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/>

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

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

Water	Whichever of the following applies—
	<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <div> Amount: \$250.11 Date Range: 1/06/2025 to 22/08/2025 </div> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <div> Amount: <input type="text"/> Insert estimated amount Date Range: <input type="text"/> Insert date range </div>

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

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

Signatures – SELLER



Signature of seller

Jack Sifonios

Name of seller

02/09/2025 12:50 pm

Date

Signature of seller

Name of seller

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: 52706459
Search Date: 23/07/2025 15:45

Title Reference: 16320094
Date Created: 15/07/1982

Previous Title: 16124179

REGISTERED OWNER

Dealing No: 723008812 15/01/2024

JACK SIFONIOS

ESTATE AND LAND

Estate in Fee Simple

LOT 1 BUILDING UNIT PLAN 5040
Local Government: MORETON BAY
COMMUNITY MANAGEMENT STATEMENT 10152

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10255226 (POR 189)
2. MORTGAGE No 723008813 15/01/2024 at 15:12
AUSWIDE BANK LTD A.C.N. 087 652 060

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


Catalogued. Noted on R.P. 176246.
Charted on T.M. Redcliffe 22 21/7/82

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No.1.

Regulation 8(1)
Sheet 1 of 10 Sheets
Annexure 1 to Sheet 1
made

Name of Building Units :- LESLIE SANDS
BUILDING UNITS PLAN No. 5040

Signature of Registered Proprietor :- 

Name of Registered Proprietor :- DAVID RAYMOND EBAN /

Address of Registered Proprietor :- 28 PRINCE EDWARD PDE, REDCLIFFE 4020

Reference to Title VOL. 6124 / FOL. 179 /

Description of Parcel :- LOT. 1 on R.P. 176246 /

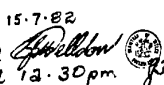
County of Stanley /

Parish of Redcliffe /

Name of Body Corporate :- THE PROPRIETORS
LESLIE SANDS BUILDING UNITS
BUILDING UNITS PLAN NO. **5040**

Address at which documents may be served :-
15 MARINE PARADE
REDCLIFFE 4020

BUILDING UNITS PLAN No. :- **5040**

Registered :- ^{Corrected 15.7.82}
9 JUL 1982 
at 12.30pm

Registrar of Titles



BUP5040

CMS10152


TOWN CLERK

COUNCIL OF THE CITY OF REDCLIFFE

CISP

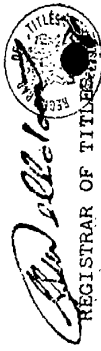
ANNEXURE 1 TO SHEET NO. 1

OF BUILDING UNITS PLAN NO.

5040

ON

9 JUL 1982



*Easement No. B636579 to Council of the City of Bangalore over Easement B
on R.P. 91921 Produced 8 April 1959 Registered 15 April 1959*



No. G846020 NOTIFICATION OF CHANGE OF BY LAWS

RECORDED 8 NOV. 1982



ACTING REGISTRAR OF TITLES

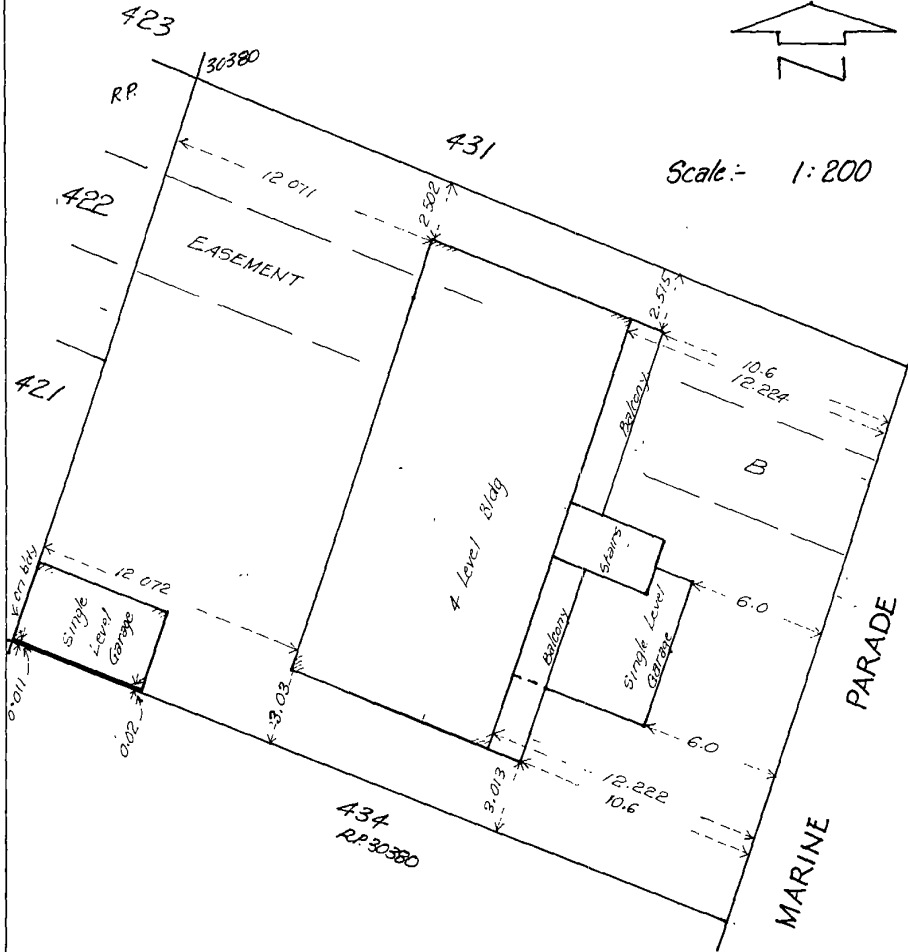
Building Units and Group Titles Regulations 1980

FORM No. 1

Regulation 8(1)
Sheet 2 of 10 Sheets

Name of Building:- LESLIE SANDS

Building Units Plan No. 5040



Signature of Registered Proprietor *And S. Khan*

Bright
TOWN CLERK
COUNCIL OF THE CITY OF REDCLIFFE

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No. 2

Regulation 8(1)
Sheet 3 of 10 Sheets

Name of Building :- LESLIE SANDS

Building Units Plan No. :- 5040

I, Maurice Victor McLeary, a Licensed Surveyor

under the Surveyors Act 1977-80 do hereby certify that the building shown on the Building Units Plan, to which this certificate is annexed, is within the external boundaries of the parcel, the subject of the Building Units Plan

Dated this 21st day of March 1982

M. V. McLeary

Licensed Surveyor

B. Smith
TOWN CLERK

COUNCIL OF THE CITY OF REDCLIFFE

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No. 3

Regulation 8(1)
Sheet 4 of 10 Sheets

Name of Building :- LESLIE SANDS

Building Units Plan No. 5040

CERTIFICATE OF LOCAL AUTHORITY

Council of The City of Redcliffe

The ~~Redcliffe City Council~~ ^{Council of The City of Redcliffe} certifies that the proposed subdivision of the parcel, as illustrated in the Building Units Plan, has been approved by the ~~Redcliffe City Council~~ ^{Council of The City of Redcliffe} and that all requirements of the Local Government Acts, 1936-1964 ^{as modified by the Building Units and Group Titles Act 1979} have been complied with in regard to the subdivision.

Dated this 26th day of May 1982

Scaled.



Mayor

~~REDCLIFFE CITY COUNCIL~~
Council of The City of Redcliffe



TOWN CLERK

COUNCIL OF THE CITY OF REDCLIFFE

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No.6

Regulation 8(1)

Sheet 5 of 10 Sheets

Name of Building :- LESLIE SANDS

Building Units Plan No. **5040**

I A. VASPERIS of 162 SEYMOUR STREET
SANDGATE, BRISBANE
Council of The City of Redcliffe.
a building inspector appointed by the ~~Redcliffe City Council~~,
do hereby certify that the building shown on the Building
Units Plan, to which this certificate is annexed, has been
substantially completed in accordance with the plans and
specifications approved by the ~~Redcliffe City Council~~
council of The City of Redcliffe.

Dated this 26th day of May 1982

A. Vasperis

Building Inspector

Redcliffe City Council

COUNCIL OF THE CITY OF REDCLIFFE.

COUNCIL OF THE
CITY OF REDCLIFFE

Town Clerk

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No. 8

Regulation 8(1)
Sheet 6 of 10 Sheets

Name of Building Units :- LESLIE SANDS

Building Units Plan No. :- 5040

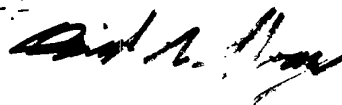
LOT:
SCHEDULE OF UNIT-ENTITLEMENTS

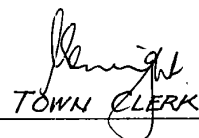
AND REFERENCE TO CURRENT CERTIFICATE OF TITLE

LOT UNIT- NO	LEVEL	ENTITLEMENT	CURRENT CERTIFICATE OF TITLE	
			VOL	FOL.
1	A & B	15	6320	94
2	A & B	16	6320	95
3	A & C	17	6320	96
4	A & C	17	6320	97
5	A & D	17	6320	98
6	A & D	17	6320	99

Aggregate Total 99 /

Signature of Registered Proprietor :-




TOWN CLERK

COUNCIL OF THE CITY OF REDCLIFFE

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No 9

Regulation 8(1)

Sheet 7 of 10 Sheets

Name of Building:- LESLIE SANDS

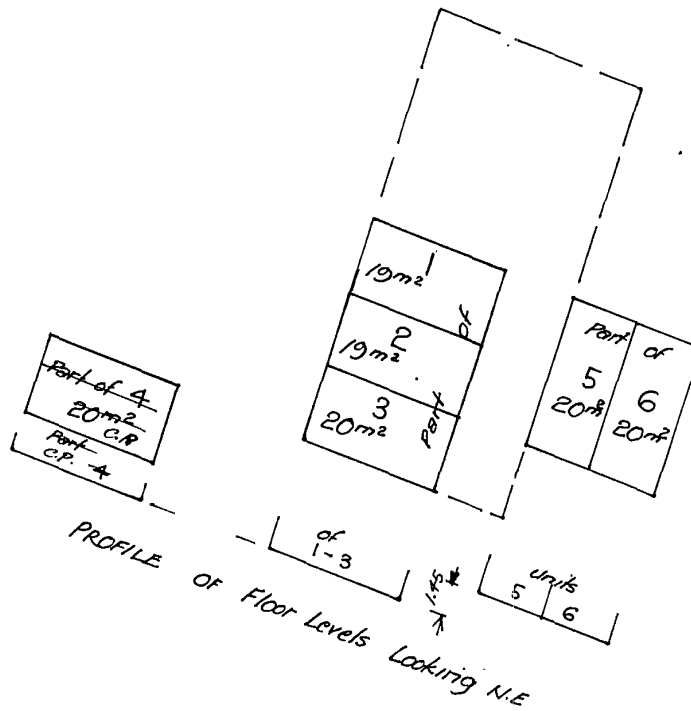
Building Units Plan No:- 5040

LEVEL A



Scale:- 1:200

Floor areas approx. only.



Signature of Registered Proprietor

Ant A. Shaw

Benign
TOWN CLERK

COUNCIL OF THE CITY OF REDCLIFFE

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No 9

Regulation 8(1)

Name of Building :- LESLIE SANDS

Sheet 8 of 10 Sheets

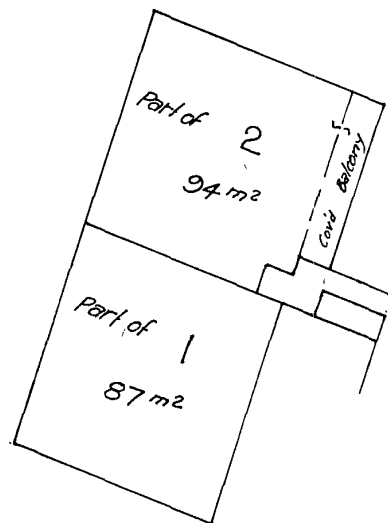
Building Units Plan No. 5040

LEVEL B



Scale:- 1:200

Floor areas approx. only



Signature of Registered Proprietor

TOWN CLERK.

COUNCIL OF THE CITY OF REDCLIFFE

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

FORM No 9

Name of Building :- LESLIE SANDS

Building Units Plan No. 5040

LEVEL. C

Regulation 8(1)
Sheet 9 of 10 Sheets



Scale:- 1:200
Floor areas approx. only



Signature of Registered Proprietor

TOWN CLERK

COUNCIL OF THE CITY OF REDCLIFFE

BUILDING UNITS AND GROUP TITLES ACT 1980
Building Units and Group Titles Regulations 1980

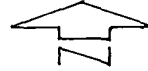
FORM No 9

Regulation 8(1)
Sheet 10 of 10 Sheets

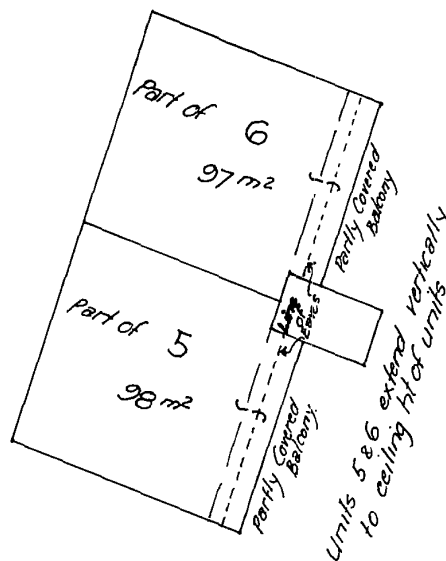
Name of Building :- LESLIE SANDS

Building Units Plan No. 5040

LEVEL D.



Scale:- 1:200
Floor areas approx. only



Signature of Registered Proprietor

[Handwritten Signature]

[Handwritten Signature]
TOWN CLERK
COUNCIL OF THE CITY OF REDCLIFFE

Property Fact Pack

develo

u1/13-15 Marine Parade
Redcliffe QLD 4020

YOUR DIGITAL COPY



Easements



Flood History



Character



Flooding



Flood Coastal



Historic Imagery



Overland Flow Flooding



Flood Planning



Vegetation

At a glance

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



Easements



CONSIDERATIONS
IDENTIFIED



Flooding



CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Bushfire



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

28th of July, 2025

ADDRESS

u1/13-15 MARINE PARADE

LOT/PLAN

1/BUP5040

COUNCIL

Moreton Bay

ZONING

- General Residential - Urban Neighbourhood

UTILITIES

- Power
- Sewer
- Stormwater
- Water

SCHOOL CATCHMENTS

- Humpybong SS
- Redcliffe SHS

CLOSEST CITY

Caboolture - 23km

Easements

What access rights exist over the property?



Sources: Qld Spatial

THINGS TO KNOW

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

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



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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Easement

Flooding

Is the property in a potential flood area?



Sources: Moreton Bay Regional Council

THINGS TO KNOW

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

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

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



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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Moderate Possibility Flood Area

Overland Flow Flooding

Are there any major rainfall issues for this property?



Sources: Moreton Bay Regional Council

THINGS TO KNOW

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

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

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

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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Overland Flow Path

Flood Coastal

Are there any coastal impacts that impact my property?



Sources: Queensland Department Of Environment And Science

THINGS TO KNOW

Coastal flooding occurs when high tides, storm surges, or severe weather events push seawater inland. Rising sea levels and coastal erosion, caused by waves, tides, and human activities like vegetation removal, can make previously safe areas more vulnerable to flooding.

Building in a potential coastal flood area often requires government approval and mitigation measures. These can include raising floor heights, using materials resistant to saltwater, and installing erosion control features such as seawalls, revetments, or dune restoration.




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

Note: Government coastal flood risk models provide general guidance but don't account for site-specific conditions or guarantee protection from flooding. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

Questions to ask

- What are the building restrictions in a coastal flood area?
- Can building designs reduce flood and erosion risks?
- How does coastal erosion impact your property, and what measures can help?

LEGEND

-  Selected Property
-  High Possibility (State)
-  Moderate To Low Possibility (State)

Flood Planning

What planning overlays impact development of this property?



Sources: Moreton Bay Regional Council

THINGS TO KNOW

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






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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Balance Coastal Planning Area
-  Balance Flood Planning Area
-  Coastal Planning Area
-  Flood Planning Area

Character

Is the property in a character or heritage area?



THINGS TO KNOW

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

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

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

Questions to ask

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

LEGEND

 Selected Property

Historic Imagery

Historic Aerial Imagery



THINGS TO KNOW

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

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

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

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

Questions to ask:

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

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: Moreton Bay Regional 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
-  Mles - Matters Of Local Environmental Significance
-  Riparian And Wetland Setbacks
-  Wetland

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

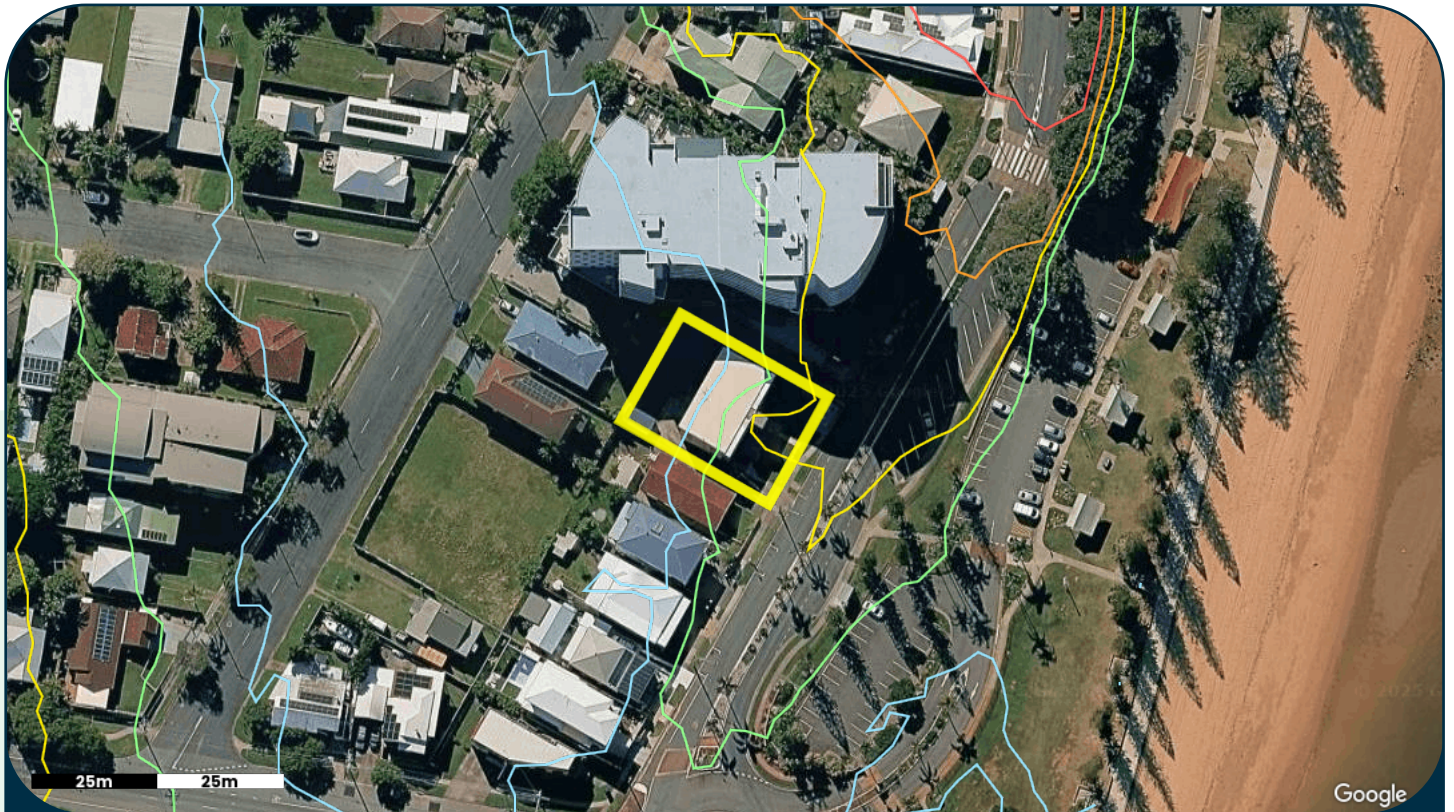
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

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: ~2m
- Property High: ~5m
- Property Low: ~3m



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: Unity Water

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 Pipe

Sewer

Are there any sewer pipes nearby?



Sources: Unity Water

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
-  Sewer Maintenance Point
-  Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: Moreton Bay Regional 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

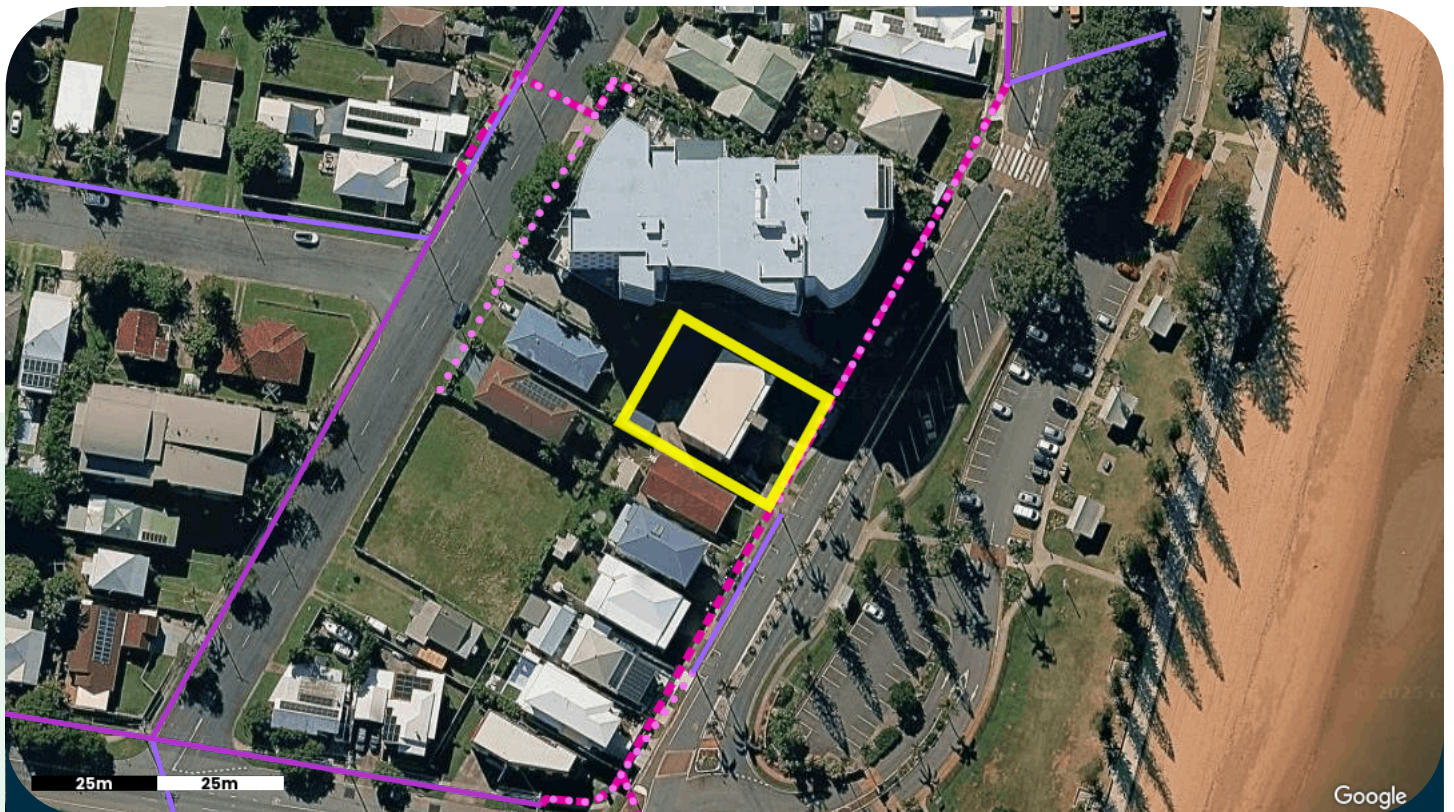
- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

-  Selected Property
-  Stormwater Pipe Or Culvert

Power

Are there any power lines on or near the property?



Sources: Energex

THINGS TO KNOW






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

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

Questions to ask

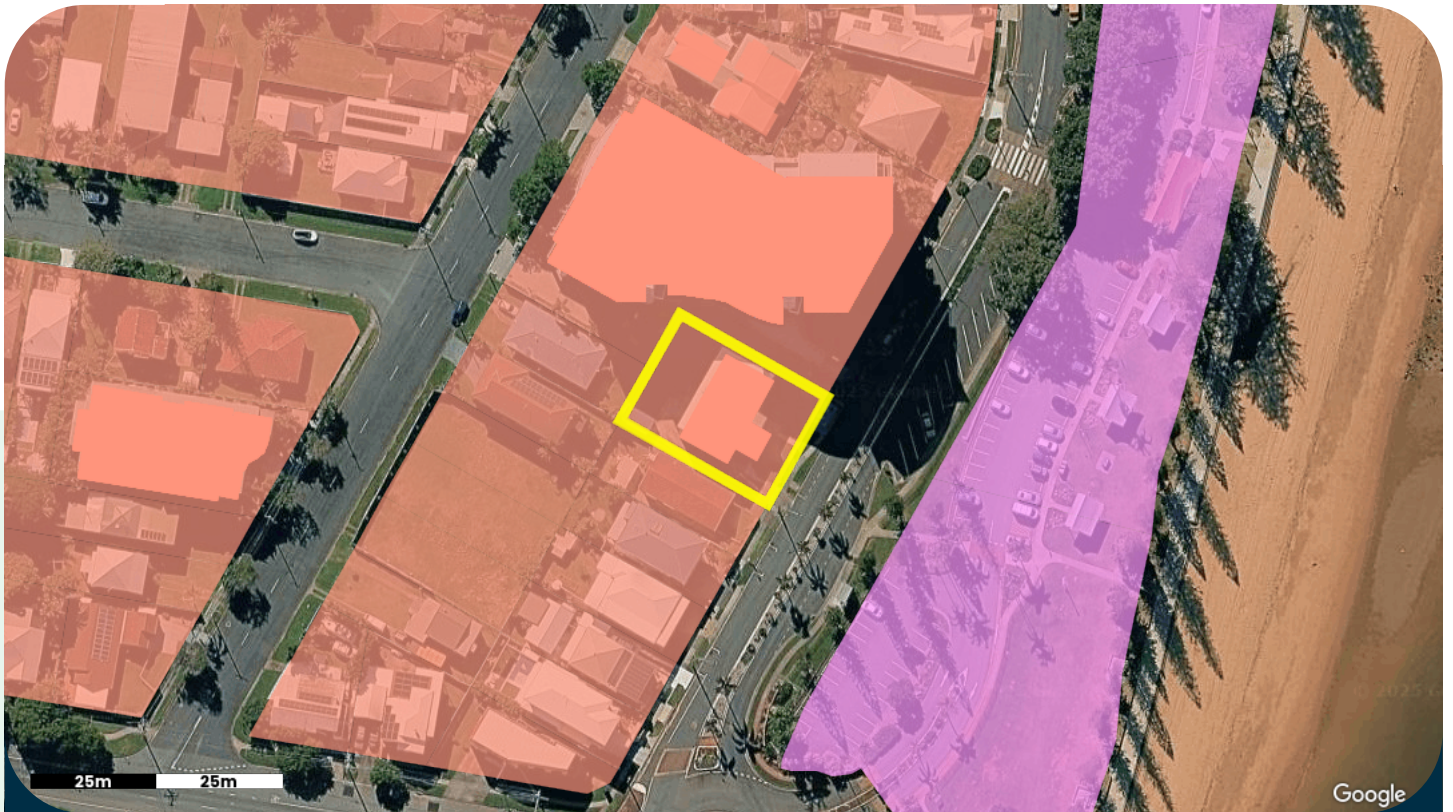
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

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

Zoning

What zone is my property?



Sources: Moreton Bay Regional 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

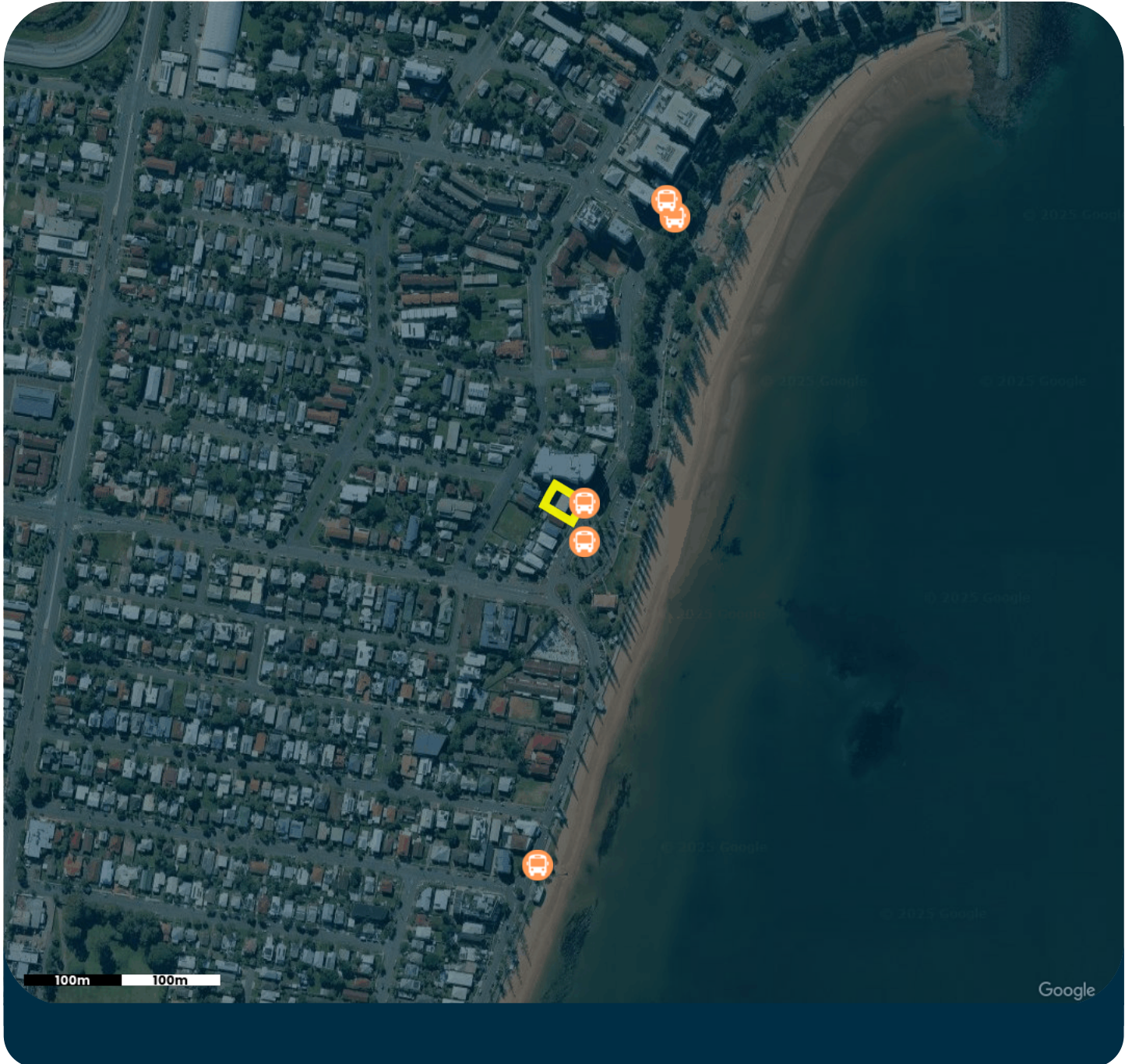
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  General Residential - Urban Neighbourhood
-  Recreation And Open Space

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



e21b2d

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.

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

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

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

Transaction ID: 51026830 EMR Site Id: 23 July 2025
Cheque Number:
Client Reference:

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

Lot: 1 Plan: BUP5040
1/13 MARINE PDE
REDCLIFFE

EMR RESULT

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

CLR RESULT

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

ADDITIONAL ADVICE

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

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

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

Administering Authority

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 902262

Date: 23/07/2025

Search Request reference: 168337207

Applicant details

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

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 1 on Plan BUP5040 at Unit 1 13-15 Marine Pde, Redcliffe Qld 4020 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.

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WATER AND SEWERAGE YOUR BILL

1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	100108189
Payment reference	1001 0818 90
Property	Unit 1/15 Marine Pde, REDCLIFFE, QLD

Bill number	7127689803
Billing period	01 Jun 2025 83 days to 22 Aug 2025
Issue date	27 Aug 2025
Approximate date of next meter reading	21 Nov 2025

Your account activity

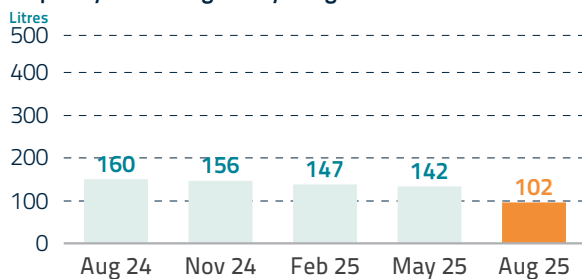
Your last bill	Payments/ adjustments	Balance	New charges
\$335.16	\$333.90	\$1.26	\$292.32

Overdue	\$1.25
Total due [#]	\$293.58
New charges due	26 Sep 2025

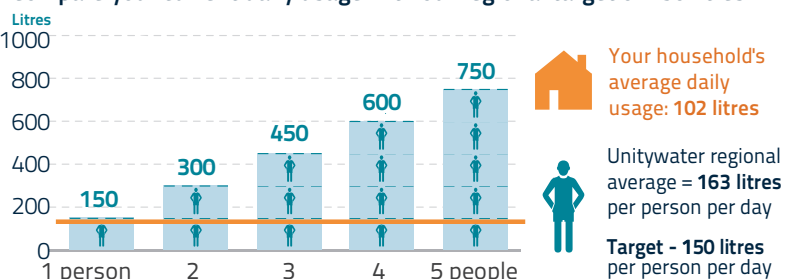
8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

Includes overdue amount

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres



Changes on *your* bill

From 1 July 2025

Find out more unitywater.com/pricing



Easy ways to pay

For other payment options - see over



BPAY®
Biller Code: 130393
Ref: 1001 0818 90
Contact your bank or financial institution
to pay from your cheque, savings, debit,
credit card or transaction account.
Find out more at bpay.com.au
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Direct Debit
Login to My Account at
unitywater.com to set up
automatic payments from your
bank account or credit card or
call us for assistance.

SmoothPay

Smooth out your bill payments across
the year with regular fortnightly or
monthly payments, interest free.
Find out more at
unitywater.com/smoothpay

Your account details



1300 086 489

Account enquiries

8am-5pm Mon-Fri

Water meter details

1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	Property share %	Total usage (kL)	No. of days	Average daily usage (L)
UE1600293D	31 May 25	4377	22 Aug 25	4433	56	15.15	8.5	83	102.4
Total water usage					56		8.5	83	102.4
Total sewerage usage (waste and greywater) = 90% of water usage							7.65	83	92.2

Activity since last bill

Last bill		\$335.16
Payments / adjustments		
24 Jul 2025	CBA BPAY BPAY 24/07/2025	-\$335.16
24 Jul 2025	Interest Charges 8% 17 days	\$1.25
27 Aug 2025	Interest Charges 8% 34 days	\$0.01
Account balance		\$1.26

Water and Sewerage Charges

Lot 1 Plan BUP5040 Installation ID 197856

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	01 Jun 25 to 30 Jun 25	0.1024	30	\$3.444	\$10.58
State Govt Bulk Water	01 Jul 25 to 22 Aug 25	0.1024	53	\$3.517	\$19.09

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	01 Jun 25 to 30 Jun 25	0.1024	30	\$0.760	\$2.33
Water up to 822 L/day	01 Jul 25 to 22 Aug 25	0.1024	53	\$0.787	\$4.27
Sewerage up to 740 L/day	01 Jun 25 to 30 Jun 25	0.0922	30	\$0.760	\$2.10
Sewerage up to 740 L/day	01 Jul 25 to 22 Aug 25	0.0922	53	\$0.787	\$3.84
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	01 Jun 25 to 30 Jun 25	1	30	\$0.972	\$29.16
Water Access 20mm	01 Jul 25 to 22 Aug 25	1	53	\$1.025	\$54.32
Sewerage Access	01 Jun 25 to 30 Jun 25	1	30	\$1.938	\$58.14
Sewerage Access	01 Jul 25 to 22 Aug 25	1	53	\$2.047	\$108.49
Water subtotal					\$119.75
Sewerage subtotal					\$172.57

New water and sewerage charges	\$292.32
--------------------------------	----------

Total Due* = ① + ②	\$293.58
--------------------	----------

*Includes Overdue Amount (8% interest per annum, compounding daily, is being charged on this amount)

Important information

Payment assistance
If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details
Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners
If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments
Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amounts
Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Water efficiency
For water efficiency tips, visit unitywater.com/water-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

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unitywater.com
PO Box 953
Caboolture QLD 4510
1300 086 489

More payment options



Credit card by phone or online

To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 1001 0818 90



Cheques by mail

Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



In person, by phone or online

Billpay Code: 4028

Ref: 1001 0818 90

Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 1001081890 00029358

Account number 100108189

Payment reference 1001 0818 90

Overdue \$1.25

Total due* \$293.58

New charges due 26 Sep 2025

Includes overdue amount

Rate notice

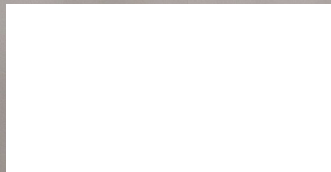
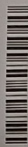


Customer Service Centres
Caboolture - 2 Hasking Street, Caboolture
Redcliffe - 1 Irene Street, Redcliffe
Strathpine - 220 Gympie Road, Strathpine

Postal Address
PO Box 159
CABOOLTURE QLD 4510

Customer Service
Ph: 1300 522 192

ABN: 92 967 232 136
www.moretonbay.qld.gov.au



This information was prepared on 30 June 2025 for the period
01 July 2025 to 30 September 2025

Property number: 621917

Property location:
Unit 1 13-15 Marine Parade
REDCLIFFE QLD 4020

Property description: Lot 1 BUP 5040

Valuation: \$272,727

Rating category: General Rate - Category U10 (Residential
Units CTS Owner Occupied)

Go paperless!
Receive your rates and reminders via email



Easy



Convenient



Sustainable

A \$2.50 paper notice fee will apply to all quarterly
rate notices* received by post.



To register now scan the QR code
or visit moretonbay.qld.gov.au/eRates.

*Ratepayers who receive a Council pensioner rebate or self-funded retiree rebate will be
exempt from the fee for the rate notice issued for their principle place of residence

Easy ways to pay



BPAY
Biller code: 339457
Reference number: 50 0588 7450 0621 9173



PHONE
Call (07) 3480 6349 (Mastercard and Visa only)
Reference number: 50 0588 7450 0621 9173



ONLINE
Scan the QR code or visit
www.moretonbay.qld.gov.au/pay-your-rates
Reference number: 50 0588 7450 0621 9173



IN PERSON
Pay at any of Council's Customer Service Centres
Mon to Fri 8.30am - 5pm



MAIL
Send your payment and remittance slip to:
Moreton Bay City Council
PO Box 159
CABOOLTURE QLD 4510



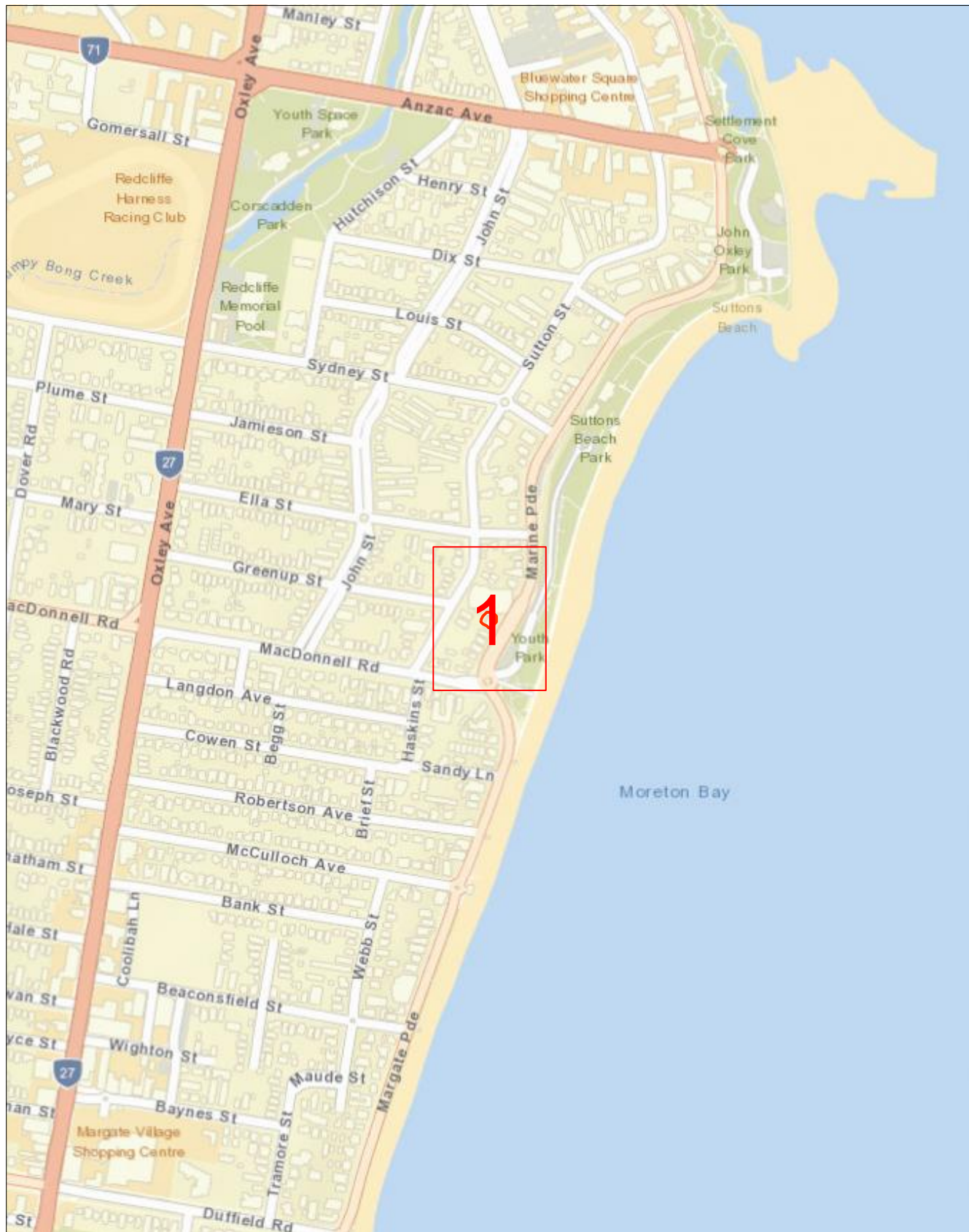
*2471 500588745006219173

If you are having difficulty paying, please call Council as soon as possible so we can assist you in setting up a
payment plan schedule or visit www.moretonbay.qld.gov.au/rates

amazon

Site 13-15 Marine Parade
Address: Redcliffe
QLD 4020

Sequence 258413353
Number:



Scale 1: 6000

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



Enquiry Area

Map Key Area



Site 13-15 Marine Parade
Address: Redcliffe
QLD 4020

Sequence 258413353
Number:



Scale 1: 700

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



Enquiry Area



Map Key Area



Legend

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

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



BYDA

Sequence: 258413350
Date: 23/07/2025

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

**CAUTION - HIGH
VOLTAGE**

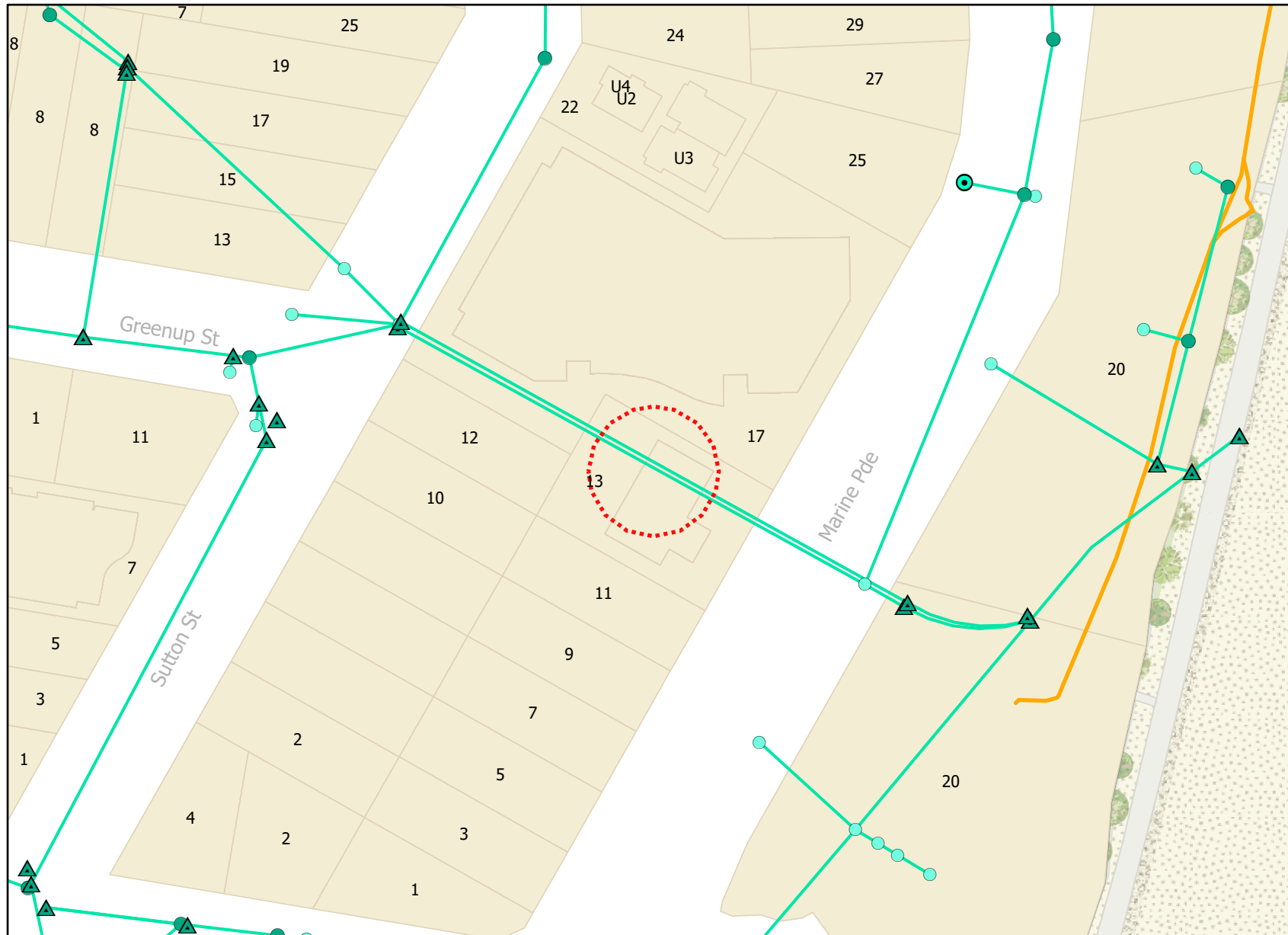
LEGEND

- 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**
- BYDA Enquiry
 - Underground Data and Power Conduit
 - Field Inlet
 - Kerb Inlet
 - Manhole
 - ▲ Node
 - Pipes

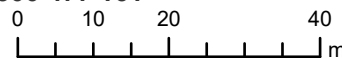
Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Moreton Bay Regional Council infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.

© Moreton Bay Regional Council 2021

In an emergency contact Moreton Bay Regional Council on 1300 477 161

23/07/25 (valid for 30 days)

Plans generated by SmarterWX™ Automate



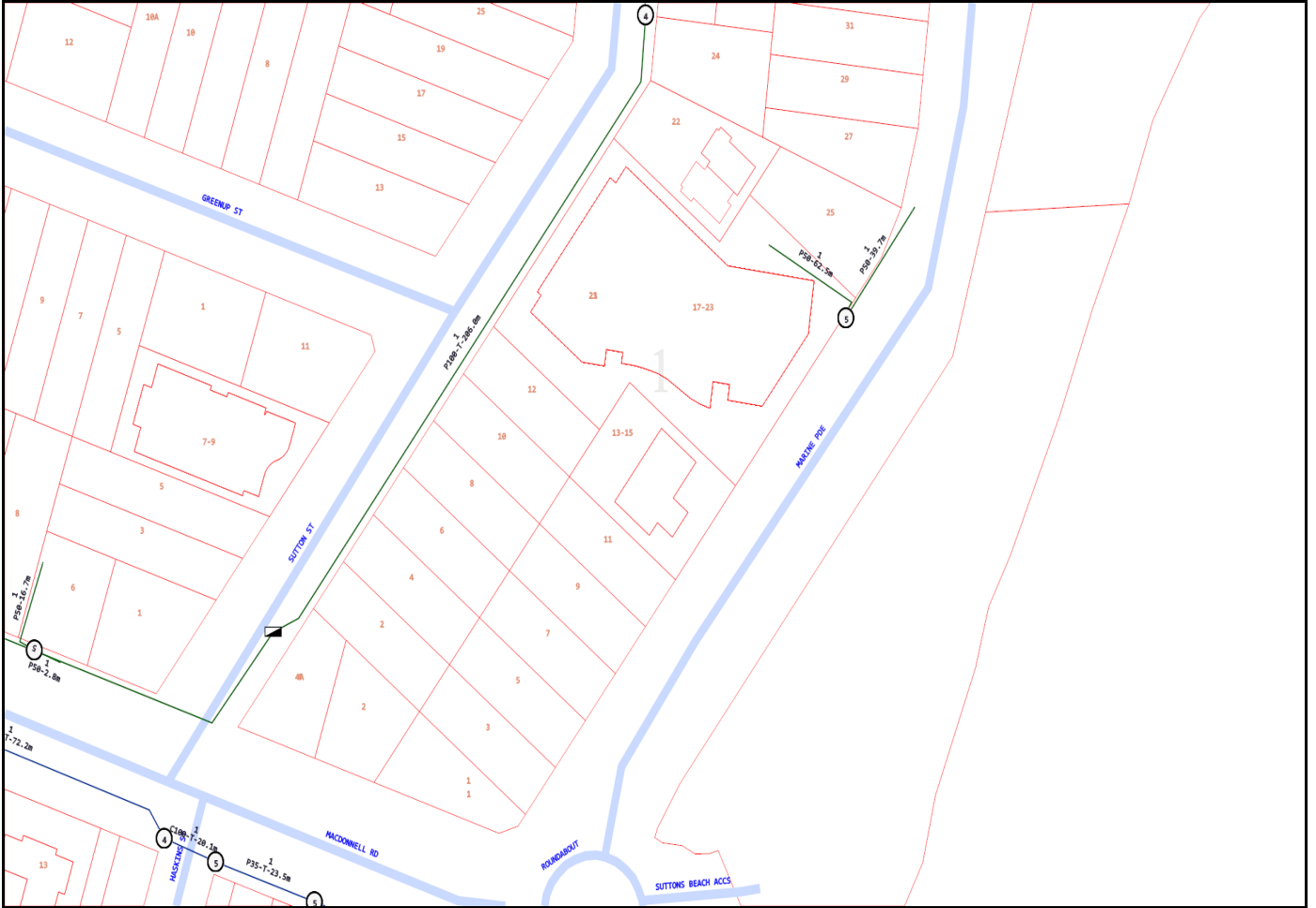
Scale 1:1,000



LEGEND



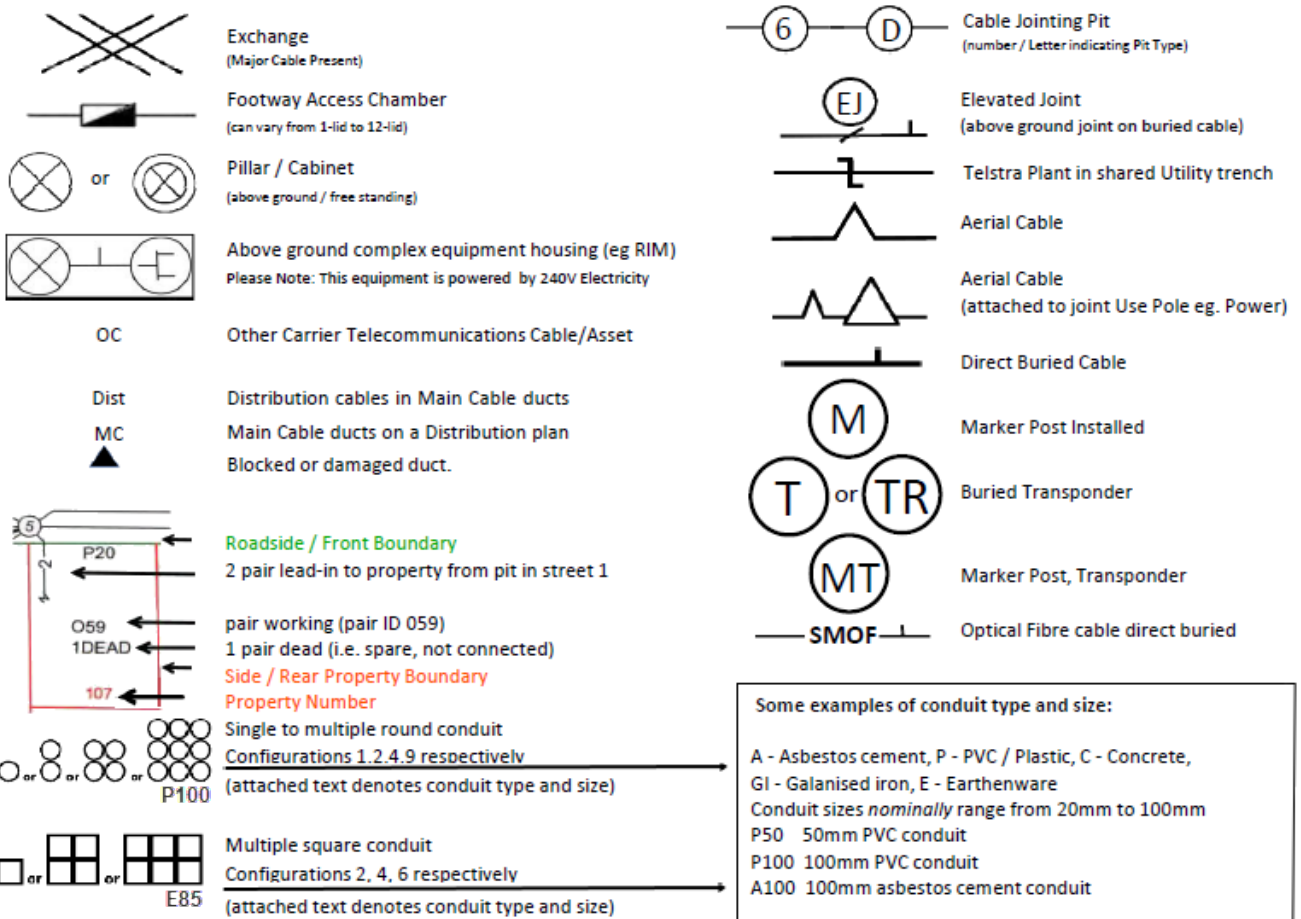
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40)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



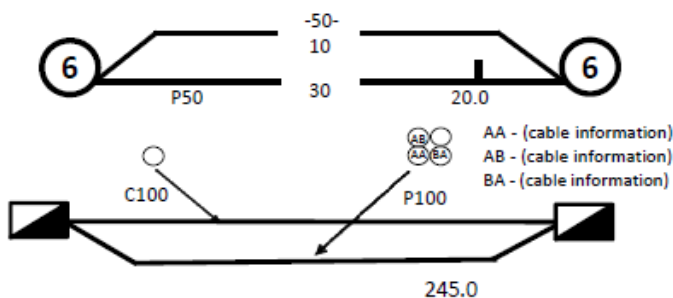
Emergency Contacts

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

LEGEND



Some Examples of how to read Telstra Plans



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

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

Protect our Network:

by maintaining the following distances from our assets:

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

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

Before you Dig Australia – BEST PRACTISE GUIDES

The five Ps of safe excavation

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

OPENING ELECTRONIC MAP ATTACHMENTS –

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



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



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



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



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

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

Ph: 13 22 03

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



Telstra New Connections / Disconnections
13 22 00



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

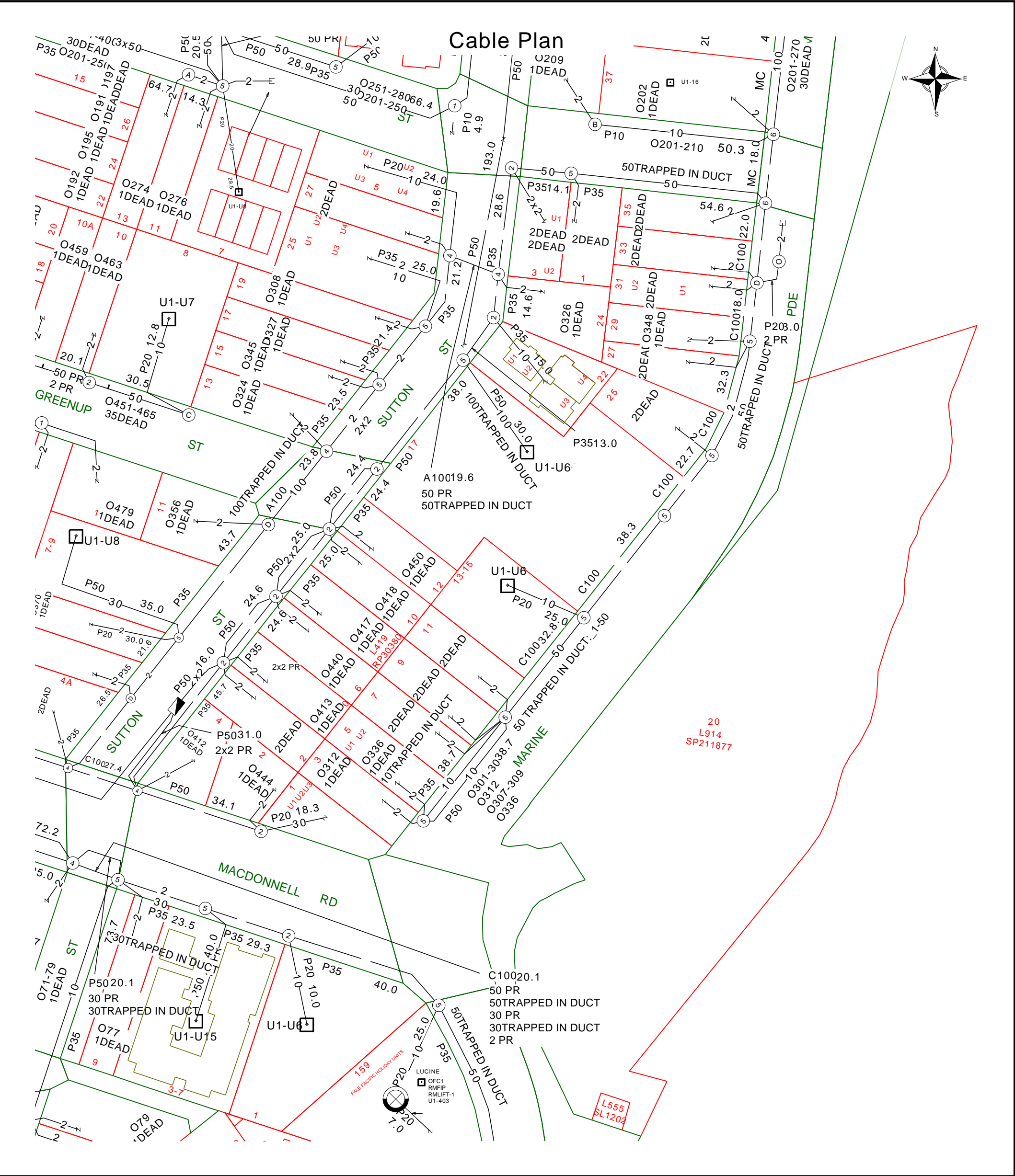



Telstra Aerial Assets Group (overhead network)
1800 047 909



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

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

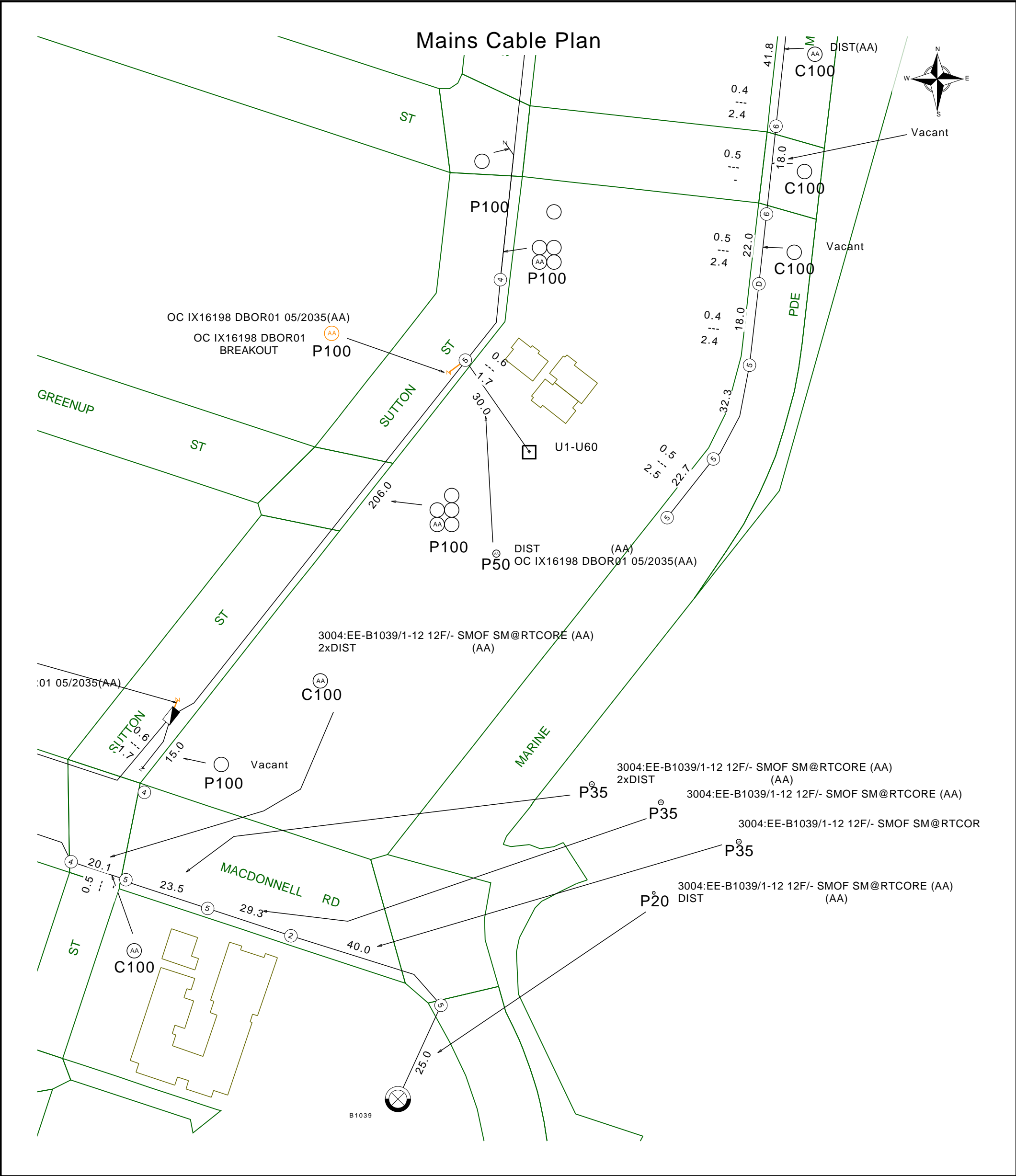



	<p>Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258413351</p> <p>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781</p> <p>Generated On 23/07/2025 15:54:21</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.



	<p>Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/ Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258413351</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781 Generated On 23/07/2025 15:54:24</p>		<p>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</p>

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

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

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

UNITYWATER BYDA MAP

Sequence Number: 258413349
Job Number: 50731649
Printed On: 23/07/2025

Emergency Situations
Call Unitywater:
1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

Extent of Unitywater Area

Water

Water Pump Station

Water Service

Water Valve

Water Pipe (Abandoned)

Water Hydrant

Water Fitting

Water Main

Trunk Main

Reticulation Main

Sewer

Sewer Pump Station

Sewer Maintenance Hole

Sewer Valve

Sewer Fitting

Sewer Gravity Main

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

Sewer Pressure Main

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

Recycled Water

Recycled Water Pump Station

Recycled Water Valve

Recycled Water Hydrant

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

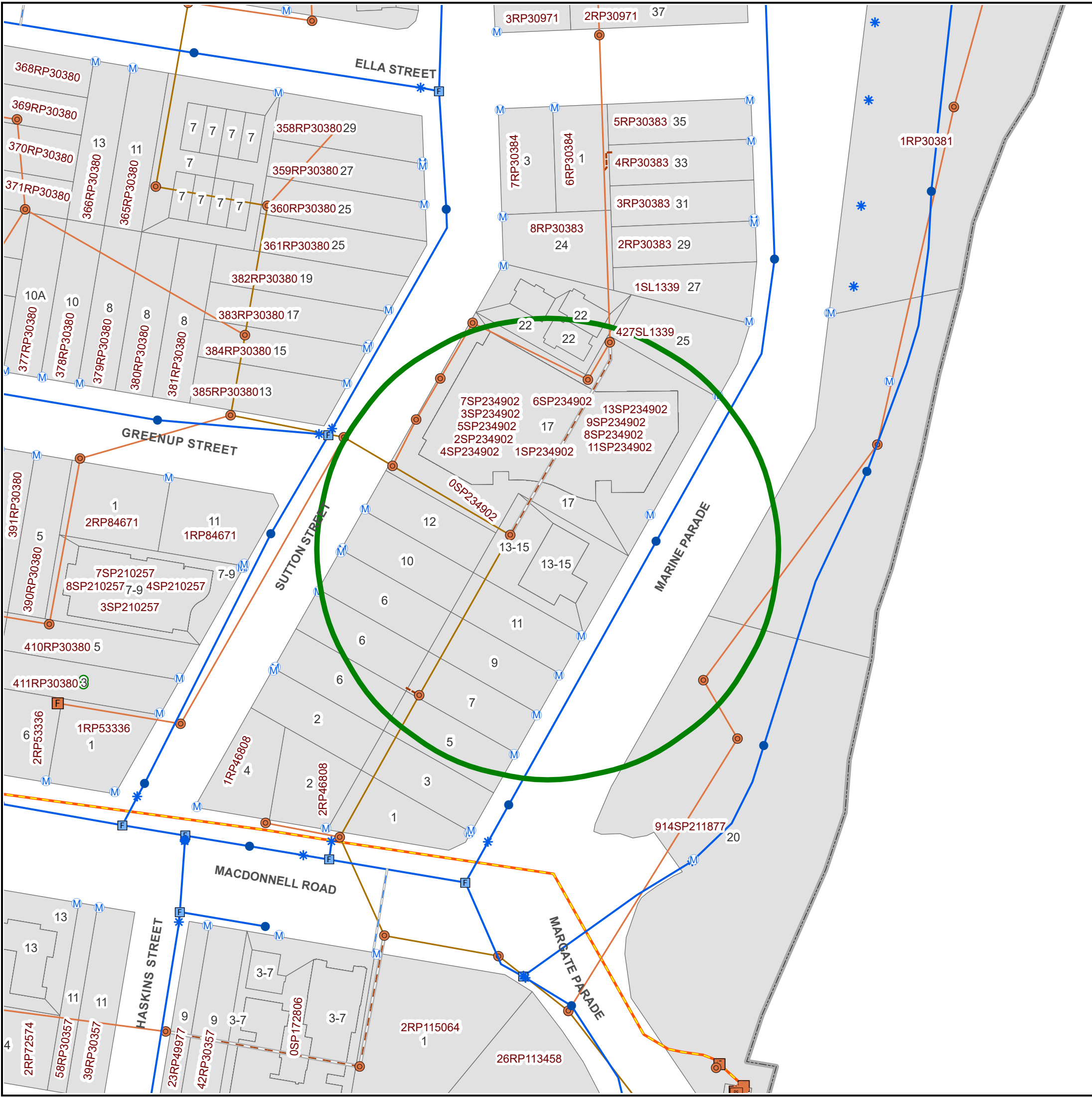
Recycled Water Main

Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

Disclaimer These Maps are supplied under the following conditions:- Mapping details are supplied from information contained in Unitywater's records which may have been furnished to Unitywater by other persons. Unitywater gives no warranty or guarantee of any kind, expressed, implied, or statutory, to the correctness, currency or accuracy of the map details or the degree of compliance with any standards in this matter. As per the Important Information included in the response to your enquiry, you agree that these Maps are indicative only and will not be relied upon by you for any purpose. Persons making decisions with financial or legal implications must not rely upon the map details shown on this plan for the purpose of determining whether any particular facts or circumstances exist and Unitywater (and its officers and agents) expressly disclaim responsibility and liability for any loss or damage suffered as a result of placing reliance upon this information. You also acknowledge that these Maps are the intellectual property of Unitywater and may not be reproduced or sold on without the written consent of Unitywater.



Statutory Encumbrance Report

Property: 13–15 Marine Parade, Redcliffe QLD 4020

Electricity Infrastructure

Energex mapping confirms high-voltage underground electrical assets in close proximity to the property. Multiple underground cables traverse Marine Parade with associated warning zones. Any excavation or development works require strict compliance with Energex's safety requirements.

Water & Sewer Infrastructure

Unitywater records indicate water mains and reticulation lines present within and adjoining Marine Parade. Sewer mains and maintenance holes are also located nearby, including gravity mains and rising mains. These assets are statutory encumbrances, and Unitywater access rights apply.

Telecommunications Infrastructure

NBN: Presence of conduits, pits, and cabling surrounding the site. NBN requires protection of its infrastructure and notification of any damage. Telstra: Extensive underground cable network, including fibre optic and major trunk cabling running through Marine Parade. Assets are marked as 'CAUTION: fibre optic/major network present'.

Gas Infrastructure

APA Group records confirm medium and high-pressure pipelines mapped within the Redcliffe region. While the direct property frontage shows no active gas easement, the APA network is proximate and may require referral prior to works.

Stormwater & Council Infrastructure

Moreton Bay Regional Council confirms presence of underground stormwater drainage assets, including kerb inlets, manholes, and conduits along Marine Parade. Council retains rights of access and maintenance over these assets.

Summary of Encumbrances

The property at 13–15 Marine Parade, Redcliffe is impacted by the following statutory encumbrances:

- High-voltage underground electricity cables (Energex).
- Water mains, sewer mains, and maintenance holes (Unitywater).
- Telecommunications infrastructure including NBN and Telstra fibre optic networks.
- Council stormwater conduits, kerb inlets, and nodes (Moreton Bay Regional Council).
- Potential proximity to APA gas pipeline network.

These encumbrances grant statutory authorities ongoing rights of access and maintenance, and they restrict certain types of development and excavation without prior authority approvals.

STANDARD COMMUNITY MANAGEMENT STATEMENT
Section 285. Body Corporate and Community Management Act 1997

Dealing: 704184701
Title Reference: 19205040
Lodgment: 1068852
Date: 15/07/2000 11:55:52

1. Name of Community Title Scheme

LESLIE SANDS

2. Regulation Module

Body Corporate and Community Management (Standard Module) Regulation 1997

3. Name of Body Corporate

BODY CORPORATE FOR LESLIE SANDS COMMUNITY TITLES SCHEME 10152

4. Address for service of documents on the body corporate

15 MARINE PARADE
REDCLIFFE QLD 4020

5. By-Laws

Taken to be those in effect as at 13 July 2000
[section 285 (5)(a) Body Corporate and Community Management Act 1997]

6. Contribution Schedule 7. Interest Schedule

Lot	Entitlement	Lot	Entitlement
1 in BUP5040	15	1 in BUP5040	15
2 in BUP5040	16	2 in BUP5040	16
3 in BUP5040	17	3 in BUP5040	17
4 in BUP5040	17	4 in BUP5040	17
5 in BUP5040	17	5 in BUP5040	17
6 in BUP5040	17	6 in BUP5040	17

Total Lots: 6 Aggregate 99 Total Lots: 6 Aggregate 99

***** End *****

Scheme Name: LESLIE SANDS COMMUNITY TITLES SCHEME 10152

Body Corp. Addr: 15 MARINE PARADE
 REDCLIFFE QLD
 4020

COMMUNITY MANAGEMENT STATEMENT No: 10152

Title	Lot	Plan
16320094	1	BUP 5040
16320095	2	BUP 5040
16320096	3	BUP 5040
16320097	4	BUP 5040
16320098	5	BUP 5040
16320099	6	BUP 5040
19205040	CP	BUP 5040

COMMUNITY MANAGEMENT STATEMENT Dealing No: 704184701

** End of CMS Search Statement **

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

01 September 2025

LESLIE SANDS CTS 10152
Not registered for GST

ABN:

SearchX
12 Rainbow Court
GLASS HOUSE MOUNTAINS
QLD 4518

Ref

Re	Lot	1	LESLIE SANDS CTS 10152
Fee	84.10		Paid

Please find following your body corporate certificate to assist you meet your seller disclosure requirements. Under the Property Law Regulation 2024 the seller is obligated to provide this 'prescribed certificate' to a buyer before the buyer signs the sales contract.

A purchaser is entitled to make a request to inspect the Body Corporate Records after entering the contract as noted in the body corporate certificate.

Note: If this body corporate certificate is being used to assist with settlement purposes, please note the below payment method for settlement payments only. Do not use this to make payment if at any time an updated certificate is requested.

BSB 067-970
Biller Code 74625
StrataPay Ref 976685149

Capitol is part of the Bright & Duggan Property Group, any questions regarding this Certificate should be directed to Customer Care at Bright & Duggan phone 07 5532 1900.

BCCM**Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 01/09/2025

Becoming an owner

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

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

LESLIE SANDS

CTS No. **10152**

Body corporate manager

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

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Ben MacCarthy**

Phone: **1300 551 019**

Company: **Capitol Strata Mgmt (Red) P/L**

Email: **enquiries@capitolbca.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **1**

Plan type and number: **5040**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Standard

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

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

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

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

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

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

No

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

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **15.00**

Total contribution schedule lot entitlements for all lots: **99.00**

Interest schedule

Interest schedule lot entitlement for the lot: **15.00**

Total interest schedule lot entitlements for all lots: **99.00**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **1** for the current financial year: \$ **\$1,073.65**

Number of instalments: **1** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/07/24	1,073.65	1,073.65	04/06/25

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

Sinking fund contributions

Total amount of contributions (before any discount) for lot **1** for the current financial year: \$ **\$476.52**

Number of instalments: **1** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/07/24	476.52	476.52	04/06/25

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

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

Amount overdue **Nil**

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

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

Common property and assets

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

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

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

No

Current sinking fund balance (as at date of certificate): \$ 11,517.20

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
------	-------------	------------

Body corporate assets

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

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

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

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Hutch Underwriting Pty Ltd	HRS11048204	3,584,537.00	8,051.45	01/02/26	\$1,000 as per policy
PUBLIC LIABILITY Hutch Underwriting Pty Ltd	HRS11048204	10,000,000.00	Included	01/02/26	
COMMON CONTENTS Hutch Underwriting Pty Ltd	HRS11048204	35,845.00	Included	01/02/26	
LOSS OF RENT Hutch Underwriting Pty Ltd	HRS11048204	537,681.00	Included	01/02/26	
FIDELITY GUARANTEE Hutch Underwriting Pty Ltd	HRS11048204	100,000.00	Included	01/02/26	
VOLUNTARY WORKERS Hutch Underwriting Pty Ltd	HRS11048204	200,000/2,000	Included	01/02/26	
OFFICE BEARERS Hutch Underwriting Pty Ltd	HRS11048204	500,000.00	Included	01/02/26	
CATASTROPHE Hutch Underwriting Pty Ltd	HRS11048204	1,075,361.00	Included	01/02/26	
GOVERNMENT AUDIT COS Hutch Underwriting Pty Ltd	HRS11048204	25,000.00	Included	01/02/26	
WH&S APPEAL EXPENSES Hutch Underwriting Pty Ltd	HRS11048204	100,000.00	Included	01/02/26	
LEGAL EXPENSES Hutch Underwriting Pty Ltd	HRS11048204	50,000.00	Included	01/02/26	
LOT OWNERS IMPROVEME Hutch Underwriting Pty Ltd	HRS11048204	358,454.00	Included	01/02/26	
FLOOD Hutch Underwriting Pty Ltd	HRS11048204	Insured	Included	01/02/26	
CYBER Hutch Underwriting Pty Ltd	HRS11048204	10,000.00	Included	01/02/26	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

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

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

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

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

No

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Capitol Strata Mgmt (Red) P/L

Positions/s held Body Corporate Manager

Date 01/09/2025

Signature/s _____



Copies of documents given with this certificate:

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

LESLIE SANDS CTS 10152

13-15 Marine Parade Redcliffe QLD 4020

BALANCE SHEET

AS AT 31 AUGUST 2025

	ACTUAL 31/08/2025	ACTUAL 30/06/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	802.67	1,419.44
Sinking Fund	11,517.20	11,517.20
<u>TOTAL</u>	<u>\$ 12,319.87</u>	<u>\$ 12,936.64</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash On Hand	0.00	14,184.69
Cash At Bank	12,328.12	0.00
<u>TOTAL ASSETS</u>	<u>12,328.12</u>	<u>14,184.69</u>
<u>LIABILITIES</u>		
Creditors	8.25	1,248.05
<u>TOTAL LIABILITIES</u>	<u>8.25</u>	<u>1,248.05</u>
<u>NET ASSETS</u>	<u>\$ 12,319.87</u>	<u>\$ 12,936.64</u>

LESLIE SANDS CTS 10152

13-15 Marine Parade Redcliffe QLD 4020

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2025 TO 31 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/25-31/08/25	01/07/25-30/06/26	01/07/24-30/06/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	0.00	16,245.90	10,988.30
Interest Received	0.00	0.00	0.35
Sundry	0.00	0.00	78.92
<u>TOTAL ADMIN. FUND INCOME</u>	0.00	16,245.90	11,067.57
<u>EXPENDITURE - ADMIN. FUND</u>			
A B N Application Fee	0.00	0.00	137.50
Bank Charges (Gst Incl)	1.40	0.00	0.00
Fire Protection	0.00	587.00	0.00
Income Tax Returns	0.00	325.00	138.00
Insurance	0.00	9,855.00	8,570.00
Insurance Valuation	0.00	553.00	0.00
R & M - Building General	0.00	500.00	385.00
R & M - Plumbing	0.00	200.00	143.00
R & M - Grounds Contractor	264.00	1,400.00	1,310.00
R & M - Electrical	0.00	400.00	9,411.12
Management Fees	183.34	1,122.00	261.69
Management Fees Additional Svc	33.00	300.00	640.20
Disbursements	47.03	200.00	83.05
Fixed Disbursements	88.00	528.00	125.61
Workplace Health & Safety	0.00	274.00	0.00
Transfer Funds From Sinking	0.00	0.00	(9,411.12)
<u>TOTAL ADMIN. EXPENDITURE</u>	616.77	16,244.00	11,794.05
<u>SURPLUS / DEFICIT</u>	\$ (616.77)	\$ 1.90	\$ (726.48)
Opening Admin. Balance	1,419.44	1,419.44	2,145.92
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 802.67	\$ 1,421.34	\$ 1,419.44

LESLIE SANDS CTS 10152

13-15 Marine Parade Redcliffe QLD 4020

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2025 TO 31 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/25-31/08/25	01/07/25-30/06/26	01/07/24-30/06/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	0.00	0.00	3,420.00
Special Sinking Fund Levy	0.00	5,049.00	0.00
Interest Received	0.00	0.00	266.09
<u>TOTAL SINKING FUND INCOME</u>	0.00	5,049.00	3,686.09
<u>EXPENDITURE - SINKING FUND</u>			
Maintenance - Plumbing	0.00	13,000.00	0.00
Sinking Fund Analysis	0.00	497.00	0.00
Transfer Funds To Admin	0.00	0.00	9,411.12
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	13,497.00	9,411.12
<u>SURPLUS / DEFICIT</u>	\$ 0.00	\$ (8,448.00)	\$ (5,725.03)
Opening Sinking Fund Balance	11,517.20	11,517.20	17,242.23
<u>SINKING FUND BALANCE</u>	\$ 11,517.20	\$ 3,069.20	\$ 11,517.20

Capitol

FOLLOW THE LEADER
Notice of EGM

1300 55 10 19
team@capitolbca.com.au
www.capitolbca.com.au



Brisbane ABN 59 606 974 110
PO Box 325, Alderley Q 4051
Gold Coast ABN 41 606 975 175
PO Box 346, Surfers Paradise Q 4217
Redcliffe ABN 51 006 976 121
PO Box 1020, Redcliffe Q 4020

Body corporate for **LESLIE SANDS CTS 10152**
13-15 Marine Parade
Redcliffe Qld 4020

This is to advise you of the upcoming extraordinary general meeting (EGM) of your body corporate.

Date 4 April 2025
Time 10.00am
Location Capitol Body Corporate Administration
106a Sutton Street, Redcliffe QLD 4020

We enclose the following

- Notice of upcoming extraordinary general meeting
- Agenda including the substance of each motion
- Voting paper
- Statutory explanatory schedule and committee's explanatory schedule
- Proxy form and company nominee form
- Instructions in relation to voting
- Proposed Administration Agreement

IMPORTANT – PLEASE READ

To allow all Owners the opportunity to attend the meeting, the AGM will be held in person and via videoconference.
If you plan to attend the meeting in person or by videoconference you must advise Capitol by emailing Vickie.sutherland@capitolbca.com.au prior to 4:00pm on Friday, 12 January 2024 so that your registration can be arranged.
Owners joining the meeting by videoconference, must submit their voting papers **prior** to the start of the meeting.

If you are not able to attend the meeting
Read the agenda and substance of each motion, and any explanatory material.
Complete the voting paper by circling 'YES', 'NO' or 'ABSTAIN' immediately following each motion.
Sign the voting paper where indicated and sign the voter's statement.

Please submit your voting paper to
The Secretary
Body corporate for Leslie Sands CTS 10152
c/- Capitol Body Corporate Administration
PO Box 325, Alderley Qld 4051
Email: vickie.sutherland@capitolbca.com.au

Should you have any queries or require any further information please do not hesitate to contact our office.

Original

TAX INVOICE* / STATEMENT*

67

(* DELETE AS APPROPRIATE)

TO J. Deoncos DATE 10-12-24

ABN (of Recipient) ORDER NO.

FROM Leslie Sands
Body Corp.

ABN (of Supplier)

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
	Body Corp Aug	\$89.75		
	Sand. Card	25.00		
	Plus Aug	25.00		
	Due 10-1-25.	1199.75		
	6 mths.			
	14-1-25			
	to 18-7-25			
	535 638 010			
	Off 14353072			

TOTAL INCLUSIVE OF G.S.T.

Total includes G.S.T. of

The Secretary
Body corporate for Leslie SANDS CTS 10152
c/- Capitol Body Corporate Administration
PO Box 326, Alderley Qld 4051
Email: vickie.sutherland@capitolbca.com.au

Should you have any queries or require any further information please do not hesitate to contact our c



Vendor/s

JACK SIFONIOS

Property Address

UNIT 1 13-15 MARINE PARADE, REDCLIFFE QLD 4020

Contract for the Sale and Purchase of Residential Real Estate

First Edition

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

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

REFERENCE SCHEDULE

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

PARTIES

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

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

000039902562

BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

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

Present Use: _____

Local Government: _____

Excluded Fixtures: _____ ■ attach annexure for additional space

Included Chattels: _____ ■ attach annexure for additional space

PRICE**Cyber Warning**

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

PURCHASE \$
PRICE: _____DEPOSIT:
Initial Deposit \$ _____
payable on the day the Buyer signs this contract unless another time is specified below:Balance Deposit \$ _____
(if any) payable on: _____

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

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

DEFAULT INTEREST RATE: _____ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

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

000039902562

SETTLEMENT

SETTLEMENT DATE:

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

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

GST

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

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- ☐ No
- ☐ Yes

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

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

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

(select whichever is applicable)

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

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

LAND TAX

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

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

[select one]

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

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

CONDITIONS

FINANCE

Finance Amount: \$ _____

Financier: _____

Finance Date: _____

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____

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

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

000039902562

MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

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

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

TENANCIES:

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

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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

☐ No

☐ Yes

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

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

TREE ORDERS AND APPLICATIONS:

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

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

☐ No

☐ Yes

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

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

POOL SAFETY

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

☐ No

☐ Yes

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

☐ No

☐ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

☐ Installed in the residence

☐ Not installed in the residence

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

☐ Installed in the residence

☐ Not installed in the residence

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

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

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

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

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

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

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

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

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

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

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

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

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

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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

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

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

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

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

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

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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SPECIAL CONDITIONS

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

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

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TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

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

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

2. DEPOSIT

2.1 Payment of Deposit

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

2.2 Investment of Deposit

If:

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

2.3 Entitlement to Deposit and Interest

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

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

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

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

3.2 Foreign Residents Capital Gains Tax Withholding

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

3.3 GST Withholding

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

3.4 Adjustments

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

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

3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

3.6 Rent

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

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

4. CONDITIONS

4.1 Finance

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

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

4.2 Building and Pest Inspection

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

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

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

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

5.3 Place for Settlement

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

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

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

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

5.6 Assignment of Covenants and Warranties

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

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

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

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

6.3 Extension of Settlement Date – Late Unsigning

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

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

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

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

7.5 Survey and Mistake

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

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

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

7.7 Property Adversely Affected

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

7.8 Effect of Pre-Contract Disclosure

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

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

7.9 Compliant Smoke Alarms

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

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GST

10.1 Definitions

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

10.2 No GST is payable or Purchase Price includes GST

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

10.3 Purchase Price Does Not Include GST

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

10.4 Margin Scheme

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

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

10.5 Going Concern

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

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

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

10.6 Farm Land

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

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

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

10.7 Adjustments

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

10.8 Tax Invoice

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

10.9 Remedies

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

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

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

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

11.4 Electronic Signing

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

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

11.5 Pre-contract Disclosure

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

11.6 Business Days

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

11.7 Rights After Settlement

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

11.8 Further Acts

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

11.9 Severance

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

11.10 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Acts and Regulations

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

(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

11.11 Counterparts

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

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

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

12.2 Additional Definitions

- (1) The following additional definitions apply:

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

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

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

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

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

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

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

12.3 Body Corporate Records Inspection

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

12.4 Adjustment of Land Tax

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

12.5 Body Corporate Debts

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

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

12.6 Notice of purchase to Body Corporate

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

12.7 Title

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

12.8 Encumbrances

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

12.9 Seller's Additional Warranties

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

12.10 Body Corporate Meetings

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

12.11 Property Adversely Affected

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

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

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

13.2 Additional Definitions

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

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

13.3 Body Corporate Records Inspection

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

13.4 Adjustment of Land Tax

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

13.5 Body Corporate Debts

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

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

13.6 Section 53 Notices

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

13.7 Title

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

13.8 Encumbrances

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

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

13.9 Seller’s Additional Warranties

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

13.10 Body Corporate Meetings

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

13.11 Property Adversely Affected

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