

Seller Disclosure Report

Vendor/s

ATKINSON FAMILY BARE PTY LTD A.C.N. 633 567 325

Property Address

61 WOOD CR, BARINGA QLD 4551

Prepared On

Monday, August 4, 2025

In This Report

01 Disclosure Statement

02 Searches

Disclosure Statement

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller ATKINSON FAMILY BARE PTY LTD A.C.N. 633 567 325

Property address 61 WOOD CR, BARINGA QLD 4551
(referred to as the
“property” in this
statement)

Lot on plan description 819/SP299780

Community titles scheme
or BUGTA scheme:

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

☐ **Yes**

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

☒ **No**

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ **Yes**

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

☒ **Yes**

Registered encumbrances	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. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☐ Yes ☒ No to affect the property after settlement. 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. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » 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: Other unregistered agreement in writing (if applicable) 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. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> 1. Energex – 1 Pillar and 1 Pole facing the property with HV & LV Cable along the Wood Crescent. 2. Sunshine Coast Council – 1 Electrical Pole and 1 Electrical Conduit facing the property along the Wood Crescent 3. Unity Water – 1 Water Hydrant and 1 Reticulation Main facing the property along the Wood Crescent
Residential tenancy or rooming accommodation agreement	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. ☒ Yes ☐ No 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>) 21 February 2025 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. 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.

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	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>): Residential land zone		
Transport proposals and resumptions	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. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: 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). ☐ Yes ☒ No 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). ☐ Yes ☒ No 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). ☐ Yes ☒ No		
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	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). ☐ Yes ☒ No		
Flooding	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.		
Vegetation, habitats and protected plants	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.		

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.	☐ Yes	☒ No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ Yes	☐ No
	Pool compliance certificate is given.	☐ Yes	☐ No
	OR		
	Notice of no pool safety certificate is given.	☐ Yes	☐ 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.	☐ Yes	☒ 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.	☐ Yes	☒ 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.	☐ Yes	☒ 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: \$ 1,373.46 Date Range: 1/7/2025-31/12/2025
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is: Amount: \$1,053.025 Date Range: 1/7/2025 – 30/6/2026 OR There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: Amount: Insert estimated amount Date Range: Insert date range

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
Community Management Statement	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. ☐ Yes 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.
Body Corporate Certificate	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. ☐ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » 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	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.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
Body Corporate Certificate	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. ☐ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » 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. 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.

Signatures – SELLER

Signed by:
Brett Atkinson
69560FB88AEB4970

Signature of seller

Brett Atkinson

Name of seller

04/08/2025 11:39 am

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: 52768771
Search Date: 29/07/2025 12:37

Title Reference: 51136356
Date Created: 08/03/2018

Previous Title: 51122304

REGISTERED OWNER

Dealing No: 719790749 11/12/2019

ATKINSON FAMILY BARE PTY LTD A.C.N. 633 567 325
TRUSTEE
UNDER INSTRUMENT 719790749

ESTATE AND LAND

Estate in Fee Simple

LOT 819 SURVEY PLAN 299780
Local Government: SUNSHINE COAST

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 15008221 (POR 505)
2. EASEMENT IN GROSS No 718612401 05/03/2018 at 09:46
burdening the land
NORTHERN SEQ DISTRIBUTOR-RETAILER AUTHORITY
over
EASEMENT JP ON SP299780
3. MORTGAGE No 723522266 09/09/2024 at 15:18
FIRST MORTGAGE COMPANY HOME LOANS PTY LIMITED A.C.N. 104 268
448

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
712292989	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	20/03/2009 14:35	CURRENT
712292992	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	20/03/2009 14:36	CURRENT
712293010	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	20/03/2009 14:38	CURRENT

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

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

SURVEY PLAN

Peg placed at all new corners.
unless otherwise stated.

For Reference Marks, MGA
Coordinates & Traverses
Tables See Sheet 10.

For details of Lots 933-940, 9042 & Emts JJ, JS & JT See Sheet 3.

For details of Lots 767-774 See Sheet 5.

For details of Lots 946-959 & Emts KQ & KV-KY See Sheet 6.

For details of Lots 961-968, 982-988 & 991-999 See Sheet 7

For details of Lots 989, 990, 1009-1014

*For details of Lots 9007, 9008, 9057,
9058, 9059, 9060, 9061, 9062, 9063, 9064, 9065, 9066, 9067, 9068, 9069, 9070, 9071, 9072, 9073, 9074, 9075, 9076, 9077, 9078, 9079, 9080, 9081, 9082, 9083, 9084, 9085, 9086, 9087, 9088, 9089, 9090, 9091, 9092, 9093, 9094, 9095, 9096, 9097, 9098, 9099, 9100, 9101, 9102, 9103, 9104, 9105, 9106, 9107, 9108, 9109, 9110, 9111, 9112, 9113, 9114, 9115, 9116, 9117, 9118, 9119, 9120, 9121, 9122, 9123, 9124, 9125, 9126, 9127, 9128, 9129, 9130, 9131, 9132, 9133, 9134, 9135, 9136, 9137, 9138, 9139, 9140, 9141, 9142, 9143, 9144, 9145, 9146, 9147, 9148, 9149, 9150, 9151, 9152, 9153, 9154, 9155, 9156, 9157, 9158, 9159, 9160, 9161, 9162, 9163, 9164, 9165, 9166, 9167, 9168, 9169, 9170, 9171, 9172, 9173, 9174, 9175, 9176, 9177, 9178, 9179, 9180, 9181, 9182, 9183, 9184, 9185, 9186, 9187, 9188, 9189, 9190, 9191, 9192, 9193, 9194, 9195, 9196, 9197, 9198, 9199, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9208, 9209, 9210, 9211, 9212, 9213, 9214, 9215, 9216, 9217, 9218, 9219, 9220, 9221, 9222, 9223, 9224, 9225, 9226, 9227, 9228, 9229, 9230, 9231, 9232, 9233, 9234, 9235, 9236, 9237, 9238, 9239, 9240, 9241, 9242, 9243, 9244, 9245, 9246, 9247, 9248, 9249, 9250, 9251, 9252, 9253, 9254, 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268, 9269, 9270, 9271, 9272, 9273, 9274, 9275, 9276, 9277, 9278, 9279, 9280, 9281, 9282, 9283, 9284, 9285, 9286, 9287, 9288, 9289, 9290, 9291, 9292, 9293, 9294, 9295, 9296, 9297, 9298, 9299, 9300, 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9308, 9309, 9310, 9311, 9312, 9313, 9314, 9315, 9316, 9317, 9318, 9319, 9320, 9321, 9322, 9323, 9324, 9325, 9326, 9327, 9328, 9329, 9330, 9331, 9332, 9333, 9334, 9335, 9336, 9337, 9338, 9339, 9340, 9341, 9342, 9343, 9344, 9345, 9346, 9347, 9348, 9349, 9350, 9351, 9352, 9353, 9354, 9355, 9356, 9357, 9358, 9359, 9360, 9361, 9362, 9363, 9364, 9365, 9366, 9367, 9368, 9369, 9370, 9371, 9372, 9373, 9374, 9375, 9376, 9377, 9378, 9379, 9380, 9381, 9382, 9383, 9384, 9385, 9386, 9387, 9388, 9389, 9390, 9391, 9392, 9393, 9394, 9395, 9396, 9397, 9398, 9399, 9400, 9401, 9402, 9403, 9404, 9405, 9406, 9407, 9408, 9409, 9410, 9411, 9412, 9413, 9414, 9415, 9416, 9417, 9418, 9419, 9420, 9421, 9422, 9423, 9424, 9425, 9426, 9427, 9428, 9429, 9430, 9431, 9432, 9433, 9434, 9435, 9436, 9437, 9438, 9439, 9440, 9441, 9442, 9443, 9444, 9445, 9446, 9447, 9448, 9449, 9450, 9451, 9452, 9453, 9454, 9455, 9456, 9457, 9458, 9459, 9460, 9461, 9462, 9463, 9464, 9465, 9466, 9467, 9468, 9469, 9470, 9471, 9472, 9473, 9474, 9475, 9476, 9477, 9478, 9479, 9480, 9481, 9482, 9483, 9484, 9485, 9486, 9487, 9488, 9489, 9490, 9491, 9492, 9493, 9494, 9495, 9496, 9497, 9498, 9499, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, 9508, 9509, 9510, 9511, 9512, 9513, 9514, 9515, 9516, 9517, 9518, 9519, 9520, 9521, 9522, 9523, 9524, 9525, 9526, 9527, 9528, 9529, 9530, 9531, 9532, 9533, 9534, 9535, 9536, 9537, 9538, 9539, 9540, 9541, 9542, 9543, 9544, 9545, 9546, 9547, 9548, 9549, 9550, 9551, 9552, 9553, 9554, 9555, 9556, 9557, 9558, 9559, 9560, 9561, 9562, 9563, 9564, 9565, 9566, 9567, 9568, 9569, 9570, 9571, 9572, 9573, 9574, 9575, 9576, 9577, 9578, 9579, 9580, 9581, 9582, 9583, 9584, 9585, 9586, 9587, 9588, 9589, 9590, 9591, 9592, 9593, 9594, 9595, 9596, 9597, 9598, 9599, 9600, 9601, 9602, 9603, 9604, 9605, 9606, 9607, 9608, 9609, 9610, 9611, 9612, 9613, 9614, 9615, 9616, 9617, 9618, 9619, 9620, 9621, 9622, 9623, 9624, 9625, 9626, 9627, 9628, 9629, 9630, 9631, 9632, 9633, 9634, 9635, 9636, 9637, 9638, 9639, 9640, 9641, 9642, 9643, 9644, 9645, 9646, 9647, 9648, 9649, 9650, 9651, 9652, 9653, 9654, 9655, 9656, 9657, 9658, 9659, 9660, 9661, 9662, 9663, 9664, 9665, 9666, 9667, 9668, 9669, 9670, 9671, 9672, 9673, 9674, 9675, 9676, 9677, 9678, 9679, 9680, 9681, 9682, 9683, 9684, 9685, 9686, 9687, 9688, 9689, 9690, 9691, 9692, 9693, 9694, 9695, 9696, 9697, 9698, 9699, 9700, 9701, 9702, 9703, 9704, 9705, 9706, 9707, 9708, 9709, 9710, 9711, 9712, 9713, 9714, 9715, 9716, 9717, 9718, 9719, 9720, 9721, 9722, 9723, 9724, 9725, 9726, 9727, 9728, 9729, 9730, 9731, 9732, 9733, 9734, 9735,*

*For details of Lot 9011 See Sheet 10.
9058 & Emt LJ See Sheet 9.*

Scale 1:2000 - Lengths are in Metres.

Scale 1:5000 — lengths are in metres.

ADDITIONAL REFERENCE MARKS
TO BE PLACED FOLLOWING ROAD
CONSTRUCTION (SEE IS271492)

Total Area of New Road
(SEE SHEETS 3 - 8) 1.0325 ha

DIAGRAM A
1:1000

RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Michael Peter VENIER, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Mark Raymond TROYAHN, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 22/12/2017.


 Authorised Delegate
 1-1-18
 Date

Plan of Lots 753-774, 812-821, 933-940, 946-959,
961-968, 982-999, 1009-1014, 1017-1024, 5004, 9007, 9008,
9011, 9042, 9057 & 9058 and Emts JJ & JJ in Lot 9042, Emts
JM-JT in Lots 813, 815, 817, 819-821, 938 & 939 Respectively,
Emt KQ in Lot 957, Emt KY in Lot 959, Emts KW & KX in Lot
9008, Emt KY in Lot 9011 & Emt LJ in Lot 9007

Cancelling Part of Lot 4000 (Balance) on SP298744	
LOCAL GOVERNMENT: SUNSHINE COAST REGIONAL COUNCIL	LOCALITY: BARINGA
Meridian: MGA (Zone 56) Vide GNSS	Survey 98

Scale: 1:2000

Format: **STANDARD**



SP299780

Survey Recorder: *No*

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

Sheet
2 of 10

718612397

\$10570.00
05/03/2018 09:38

BE 400 NT

5. Lodged by

CIT 100000000425

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

1. Certificate of Registered Owners or Lessees.

+/We **STOCKLAND DEVELOPMENT PTY LIMITED**
(ACN 000 064 835)

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use
Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

~~* as Lessees of this land agree to this plan.~~

Signature of *Registered Owners *Lessees

Stockland Development Pty Ltd
ACN 000 064 835 by its Attorney
Pauline Yvonne Barton under
Power of Attorney No. 712393104
who certifies that she has not received
revocation of the Power of Attorney

6. Title Reference	Existing Description	Created		
		New Lots	Road	Secondary Interests
51122304	Lot 4000 on SP298744	753-774, 812-821, 933-940, 946-959, 961-968, 982-999, 1009-1014, 1017-1024, 5004, 9007, 9008, 9011, 9042, 9057 & 9058	New Rd	Emts JJ, JJ, JM-JT, KQ, KV-KY & LJ

Lot 4000 Balance is Lot 4000 on SP298744 less New Lots and Road created on this plan & the New Lot created on SP298745.

Easement KC on SP299787 (718546103) is partially absorbed by New Road.

Easement KO on SP299787 (718546106) is partially absorbed by New Road.

Easements KD & KH on SP299787 (718546103) are fully absorbed by New Road.

Easements KM & KN on SP299787 (718546106) are fully absorbed by New Road.

EXISTING ADMINISTRATIVE ADVICE ALLOCATIONS

Administrative Advice	Lots to be Encumbered
712292989	753-774, 812-821, 933-940, 946-959, 961-968, 982-999, 1009-1014, 1017-1024, 5004, 9007, 9008, 9011, 9042, 9057 & 9058
712292992	753-774, 812-821, 933-940, 946-959, 961-968, 982-999, 1009-1014, 1017-1024, 5004, 9007, 9008, 9011, 9042, 9057 & 9058
712293010	753-774, 812-821, 933-940, 946-959, 961-968, 982-999, 1009-1014, 1017-1024, 5004, 9007, 9008, 9011, 9042, 9057 & 9058
716792467	753-774, 812-821, 933-940, 946-959, 961-968, 982-999, 1009-1014, 1017-1024, 5004, 9007, 9008, 9011, 9042, 9057 & 9058

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
717573390 (Emt SR on SP284348)	9011
718388108 (Emt IC on SP298726)	999
718388194 (Emt HK on SP295705)	5004
718388194 (Emt HL on SP295705)	934
718388194 (Emt JA on SP295705)	936
718546103 (Emt KC on SP299787)	5004, 9007, 9008, 9011 & 9058
718546103 (Emt KE on SP299787)	993
718546103 (Emt KF on SP299787)	995
718546103 (Emt KG on SP299787)	997
718546103 (Emt KI on SP299787)	1010
718546103 (Emt KJ on SP299787)	1012
718546103 (Emt KK on SP299787)	1014
718546103 (Emt KO on SP299787)	5004 & 9042

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND**
hereby approves this plan in accordance with the:

% **ECONOMIC DEVELOPMENT ACT 2012**

Dated this 9 day of February 2018

MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND
BY ITS AUTHORISED DELEGATE

Jeannie Stone #

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

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :
Name :

4. References :

Dept File :
Local Govt :
Surveyor : 124697-2

753-774, 812-821,
933-940, 946-959,
961-968, 982-999,
1009-1014, 1017-1024,
5004, 9007, 9008, 9011,
9042, 9057 & 9058

Per 505

Lots Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

By: **RPS Australia East Pty Ltd**
Date: 9.1.18
Signed: *[Signature]*
Designation: **Cadastral Surveyor**

9. Building Format Plans only.

I certify that :

- * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road.
- * Part of the building shown on this plan encroaches onto adjoining * lots and road

Cadastral Surveyor/Director * Date
~~Delete words not required~~

10. Lodgement Fees :

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

II. Insert Plan Number
SP299780

Area of New Road

(13-40-39-29-17-14-13)..... 1101 m²

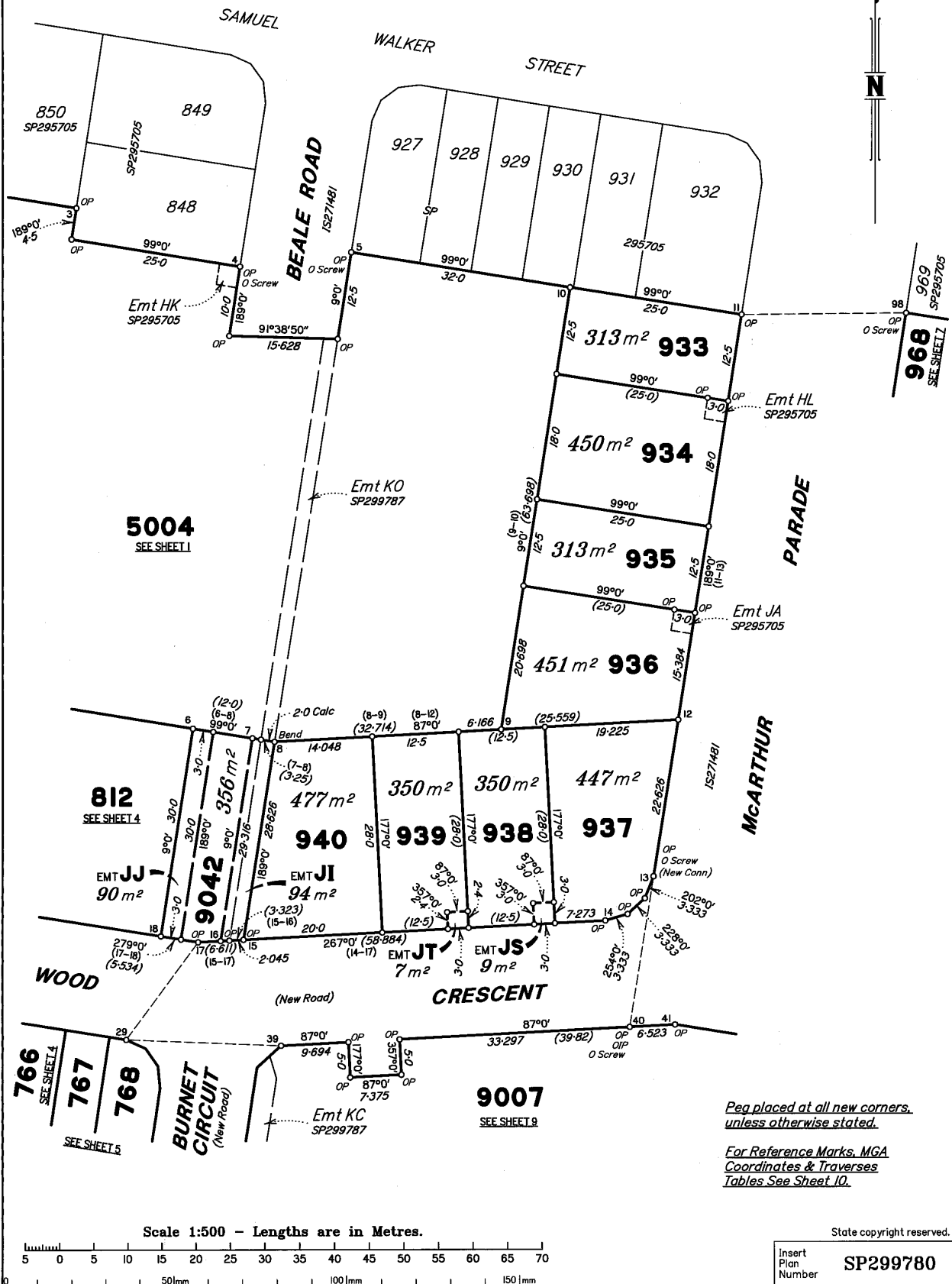
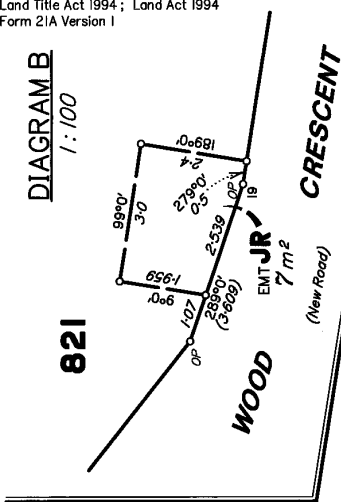


DIAGRAM B
1:100

821



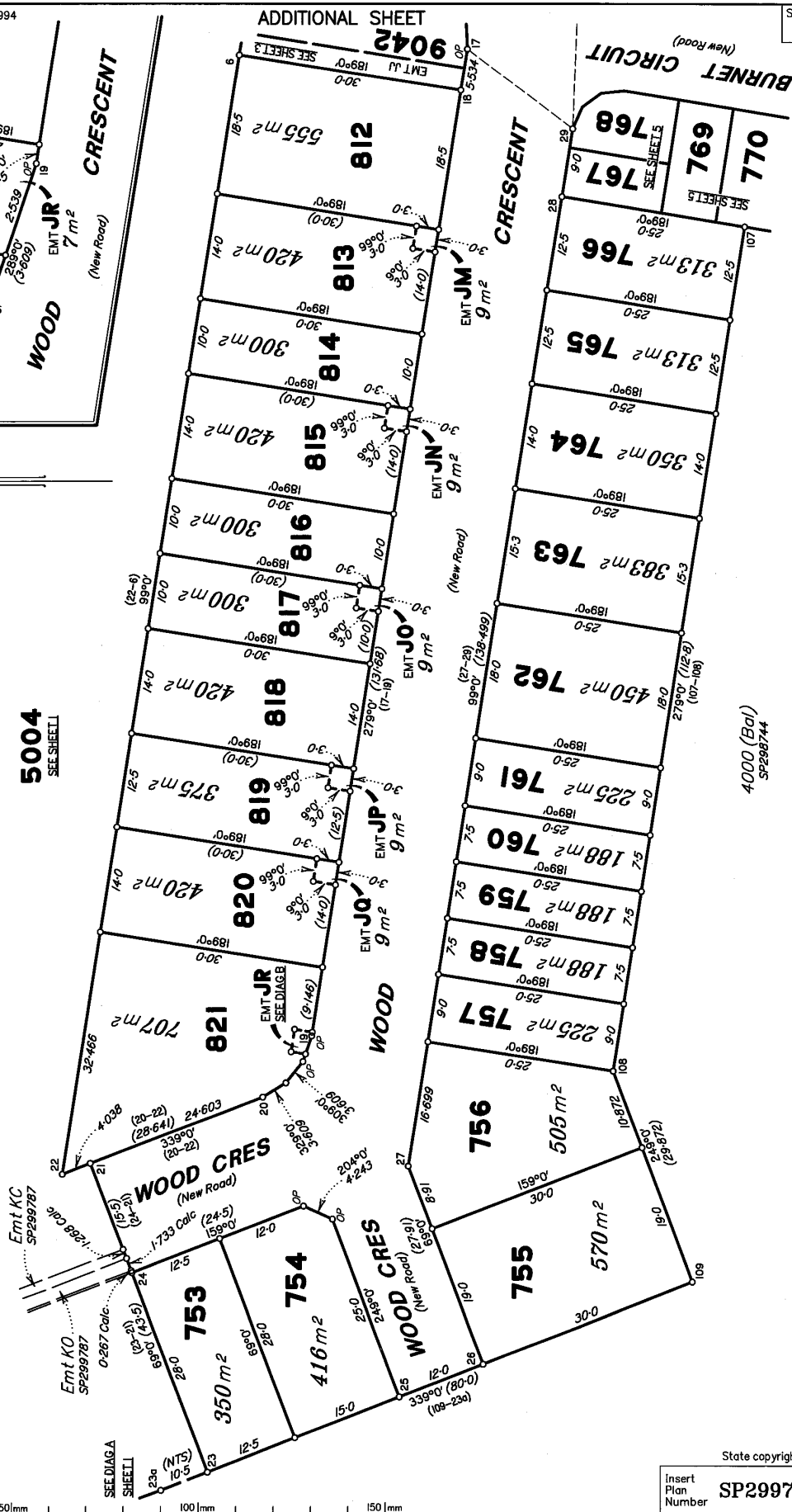
Area of New Road

(17-29-27-26-25-24-21-19-17) 3031 m²

Peg placed at all new corners,
unless otherwise stated.

For Reference Marks, MGA Coordinates
& Traverses Tables See Sheet 1A.

5004
SEE SHEET 1



4000 (Bal)
SP298744

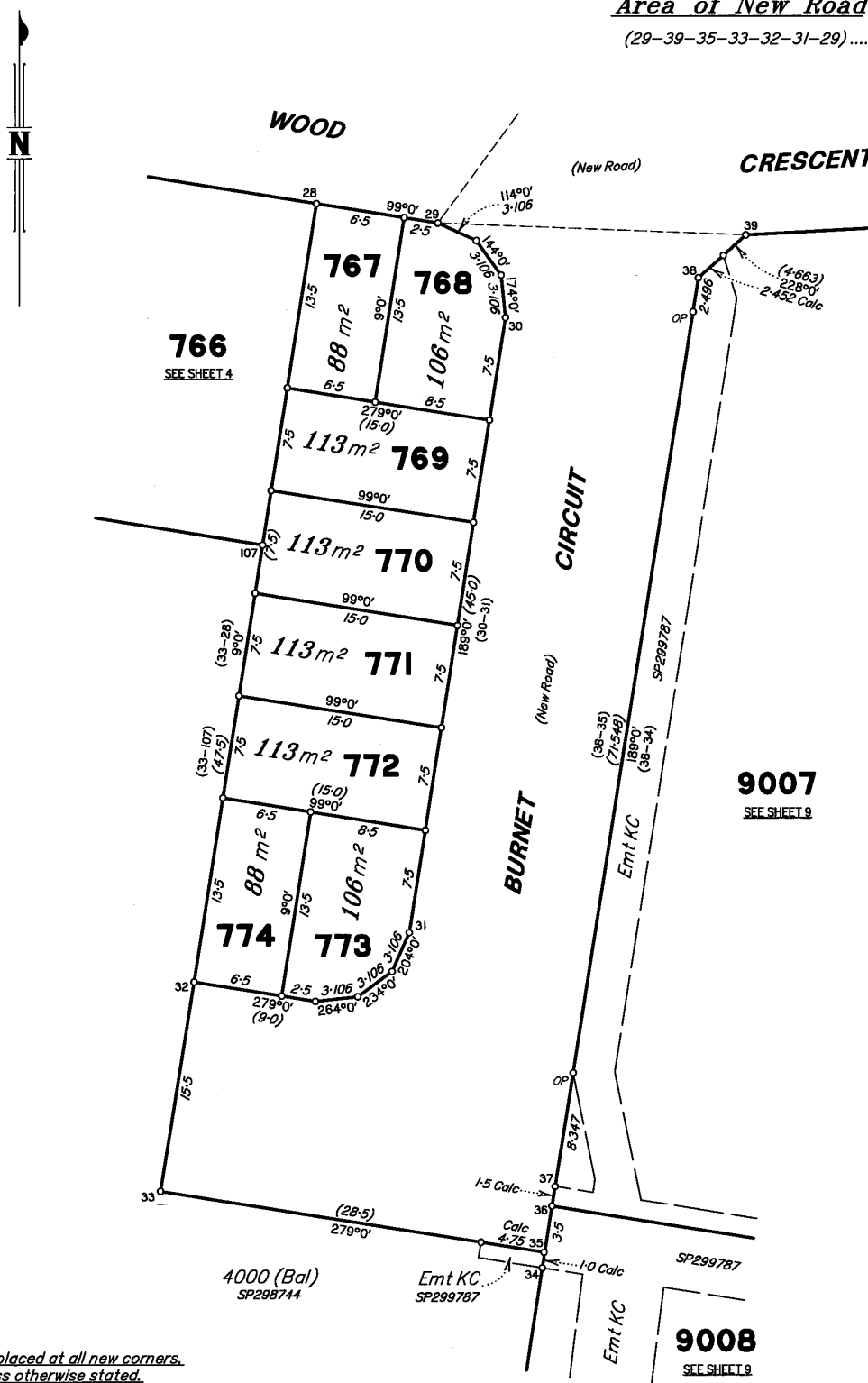
Scale 1:500 - Lengths are in Metres.

State copyright reserved.

Insert
Plan
Number
SP299780

Area of New Road

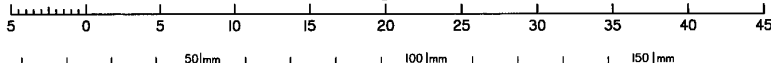
(29-39-35-33-32-31-29)..... 1257 m²



Peg placed at all new corners.
unless otherwise stated.

For Reference Marks, MGA Coordinates
& Traverses Tables See Sheet 10.

Scale 1:300 - Lengths are in Metres.

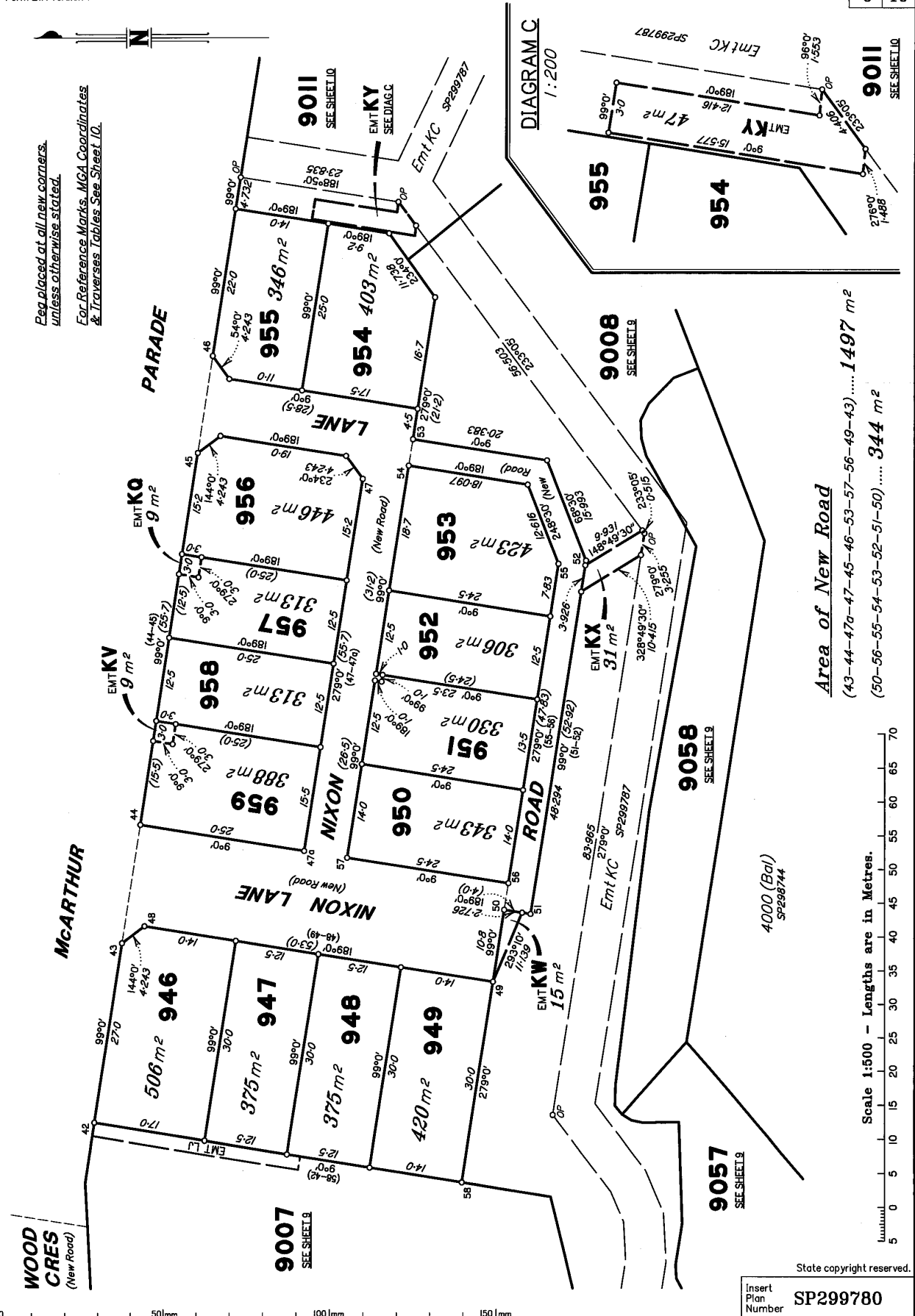


State copyright reserved.

Insert
Plan
Number

SP299780

Peg placed at all new corners,
unless otherwise stated.
For Reference Marks, MGA Coordinates
& Traverses Tables See Sheet 10.



Area of New Road
(43-44-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100) 1497 m²
(50-56-55-54-53-52-51-50) 344 m²

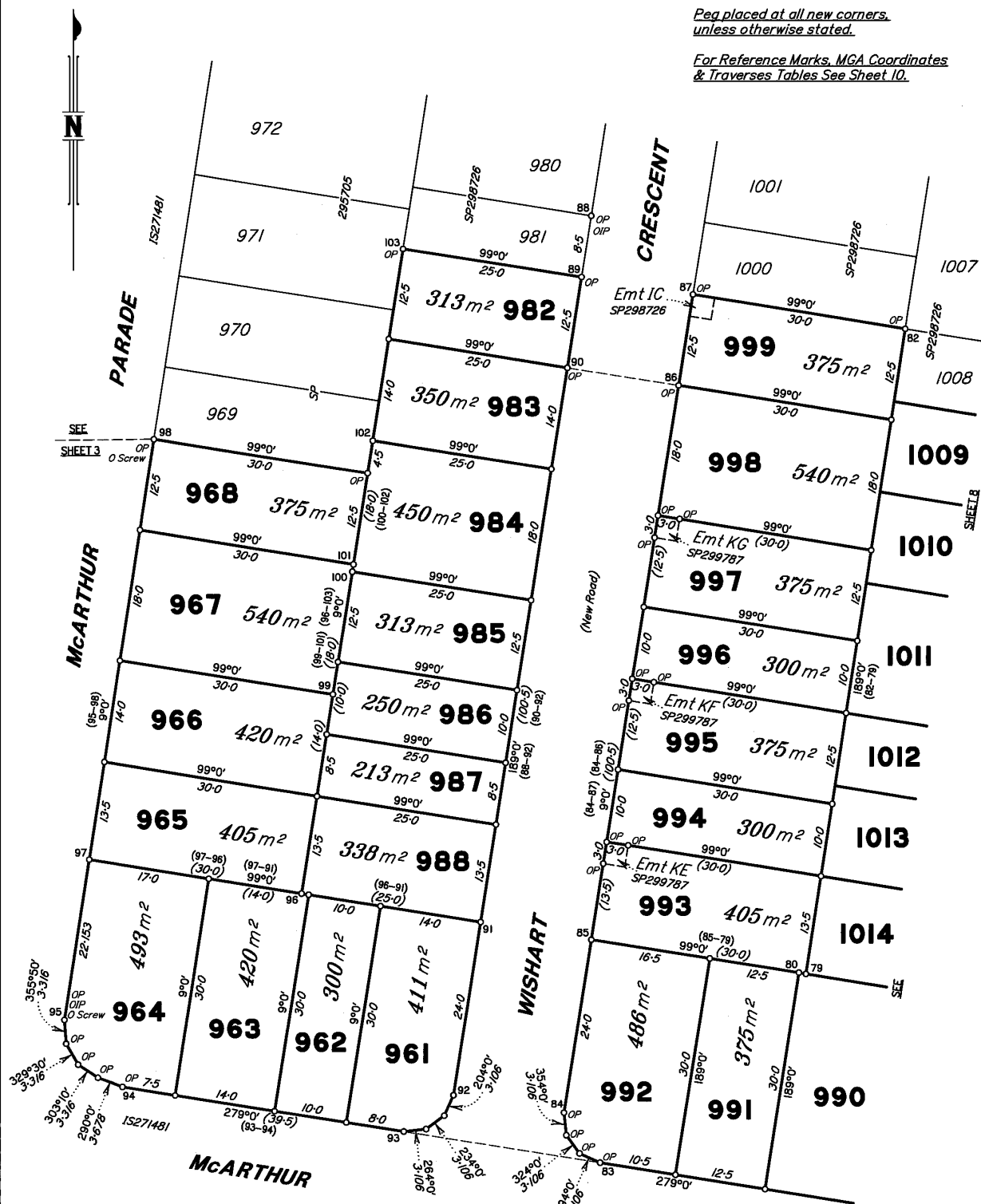
Scale 1:500 - Lengths are in Metres.

State copyright reserved.

Insert Plan Number SP299780

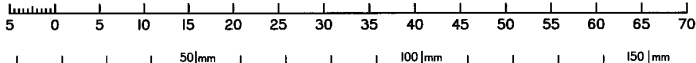
*Peg placed at all new corners,
unless otherwise stated.*

*For Reference Marks, MGA Coordinates
& Traverses Tables See Sheet 10.*



Area of New Road
(83-93-90-86-83)..... 1669 m²

Scale 1:500 - Lengths are in Metres.

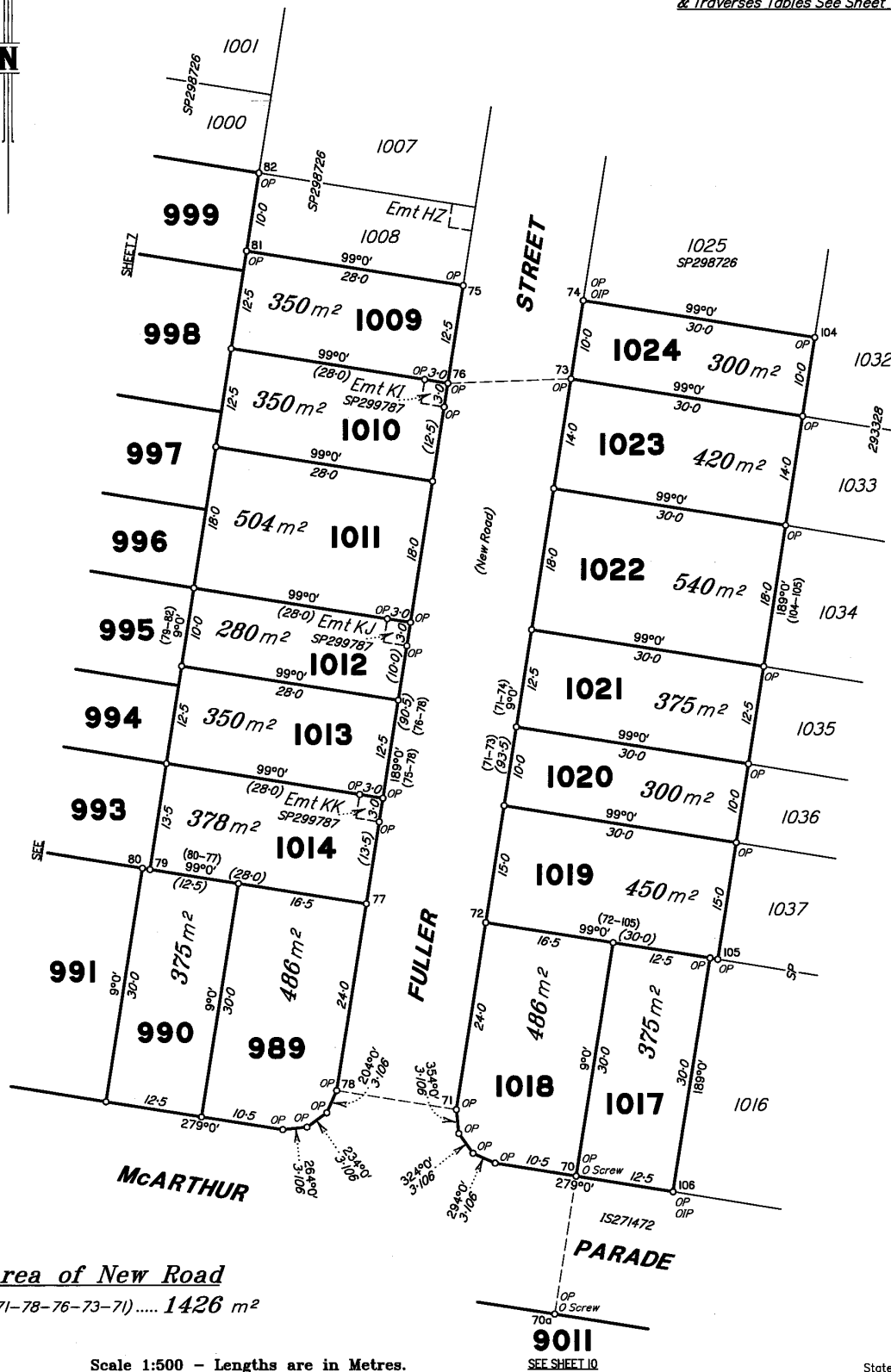


State copyright reserved.

Insert
Plan
Number **SP299780**

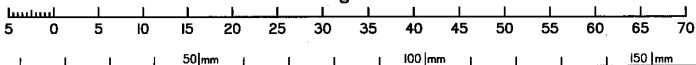
*Peg placed at all new corners,
unless otherwise stated.*

*For Reference Marks, MGA Coordinates
& Traverses Tables See Sheet 10.*



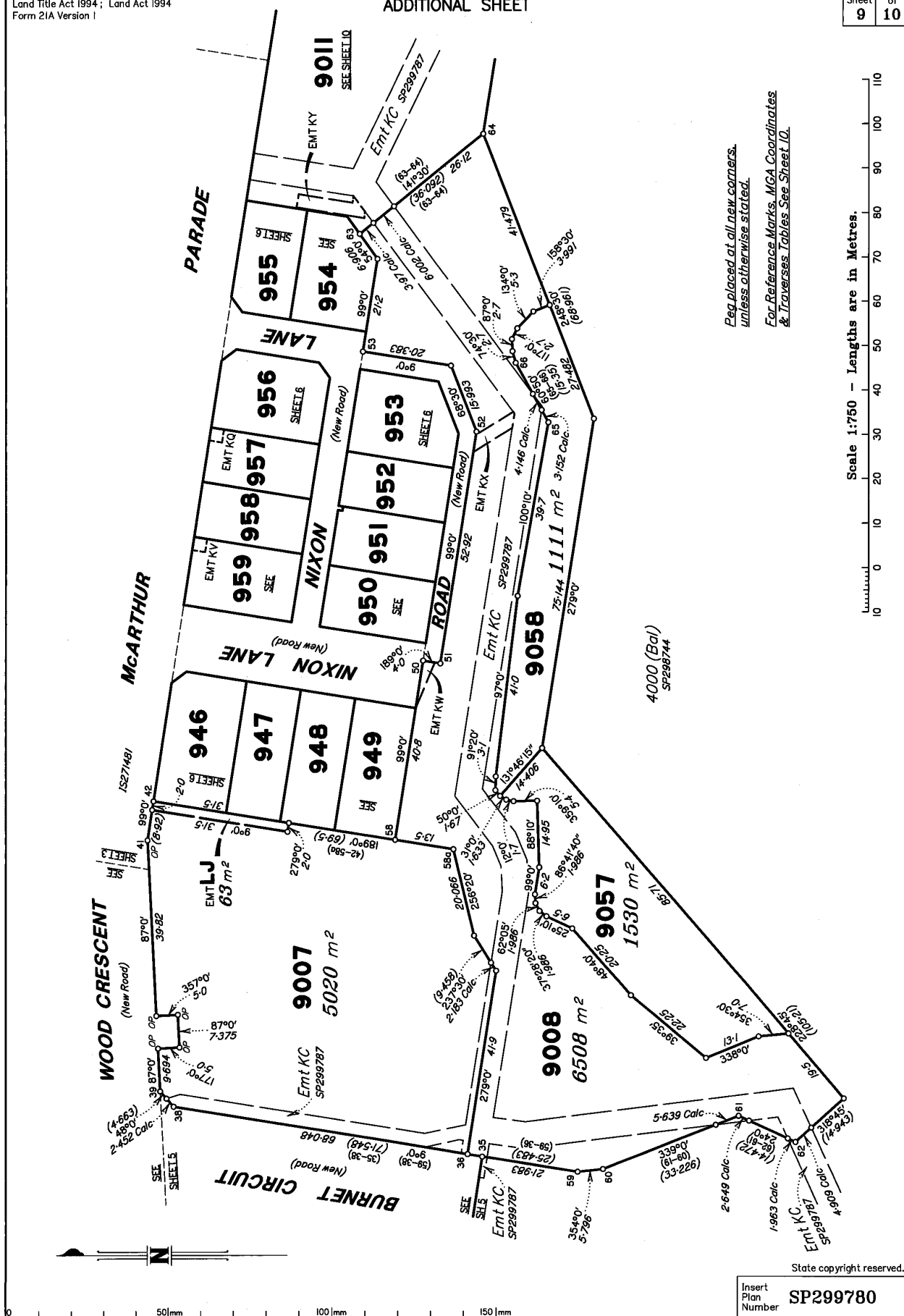
Area of New Road
(71-78-76-73-71)..... 1426 m²

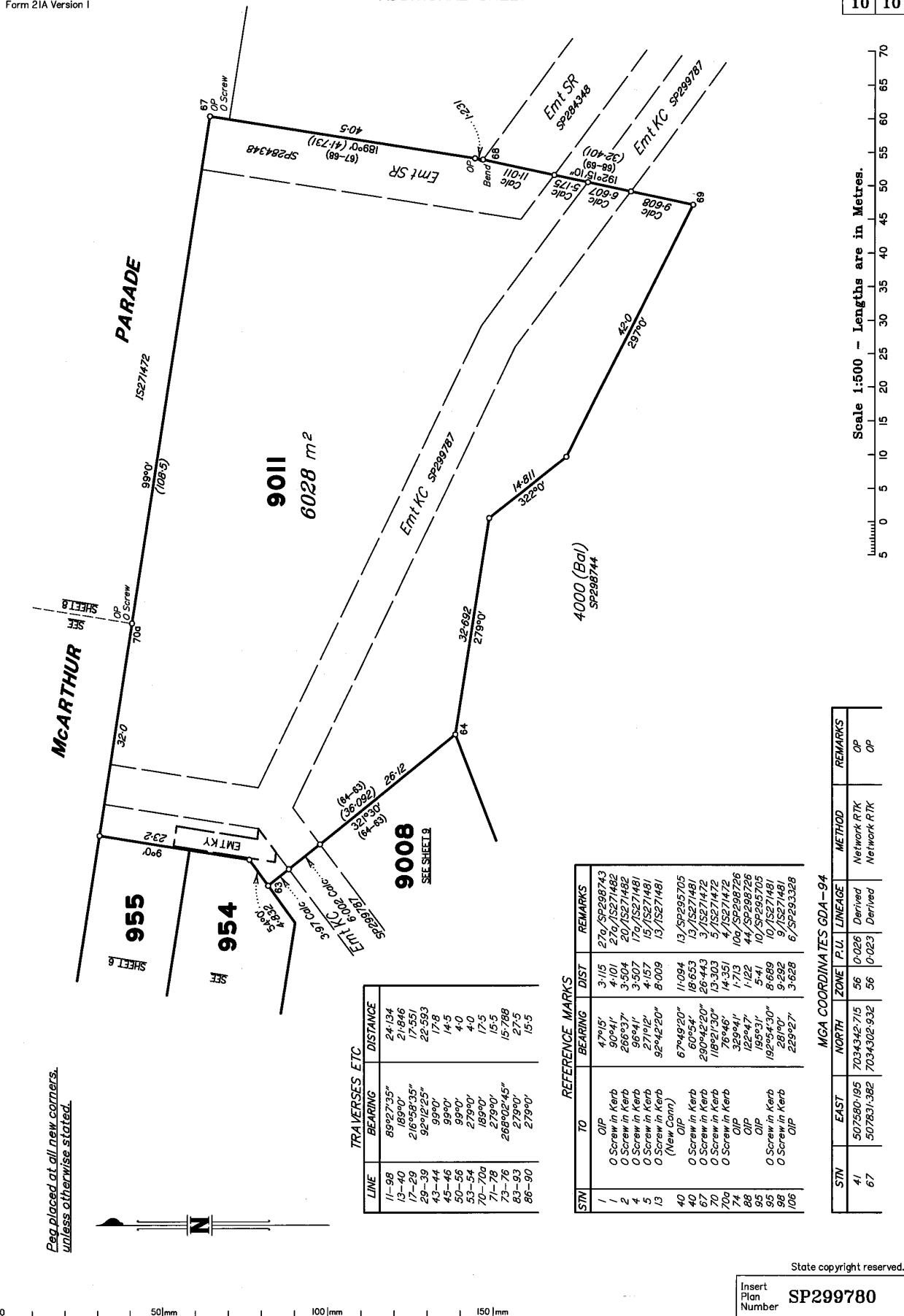
Scale 1:500 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP299780**





Property Fact Pack

develo

61 Wood Crescent
Baringa QLD 4551

YOUR DIGITAL COPY



Easements



Flood History



Character



Flooding



Flood Coastal



Historic Imagery



Overland Flow Flooding



Flood Planning



Vegetation

At a glance

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



Easements



CONSIDERATIONS
IDENTIFIED



Flooding



NO
CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Environment



NO
CONSIDERATIONS
IDENTIFIED



Bushfire



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

29th of July, 2025

ADDRESS

61 WOOD CRESCENT

LOT/PLAN

819/SP299780

COUNCIL

Sunshine Coast

UTILITIES

- Power
- Sewer
- Water

SCHOOL CATCHMENTS

- Baringa State Primary School
- Baringa State Secondary College

CLOSEST CITY

Sunshine Coast - 17km

Easements

What access rights exist over the property?



Sources: Qld Spatial

THINGS TO KNOW

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

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

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

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

Questions to ask

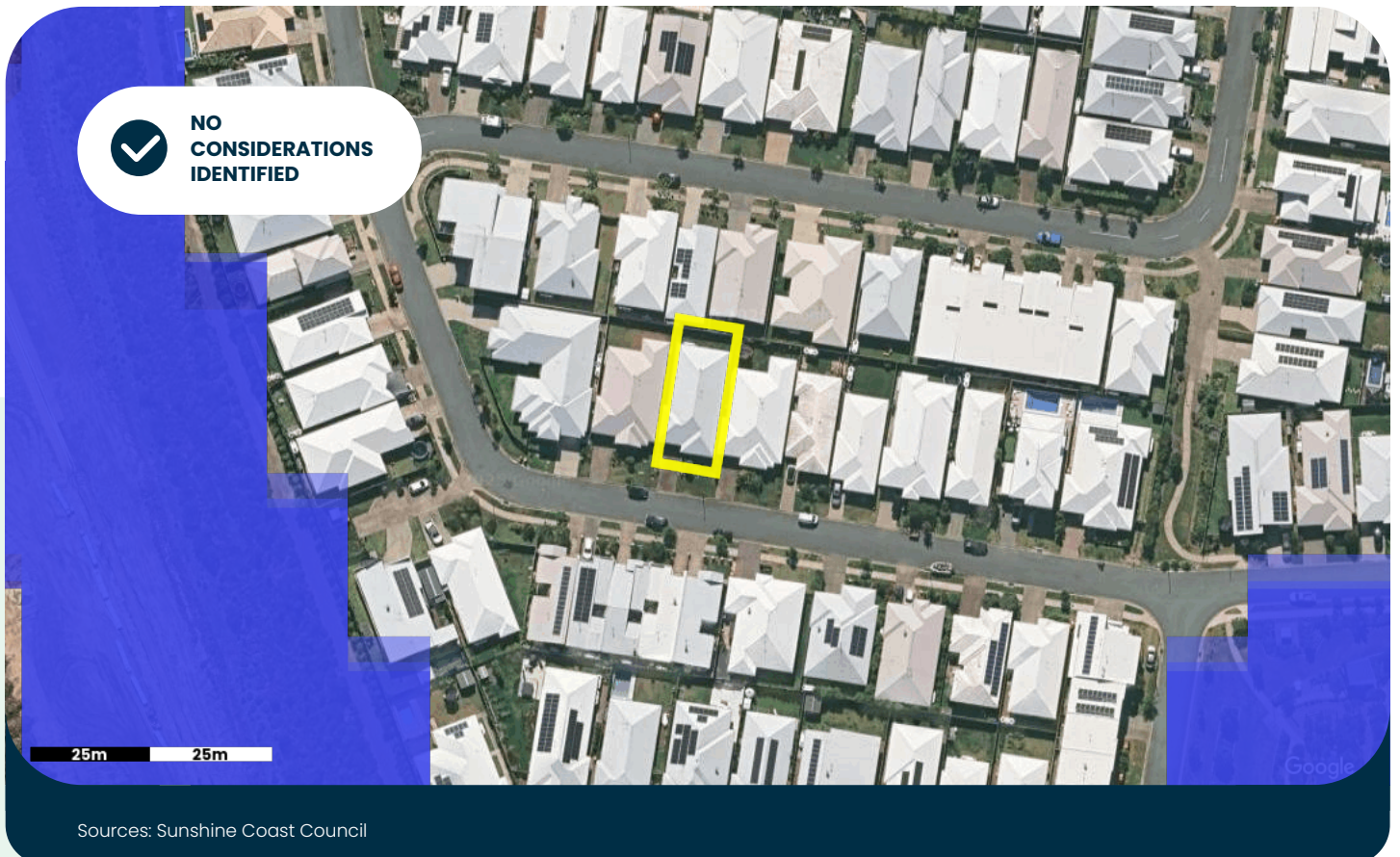
- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

-  Selected Property
-  Easement

Flooding

Is the property in a potential flood area?



THINGS TO KNOW

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

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

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

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

PROPERTY DUE DILIGENCE REPORT | 61 WOOD CRESCENT

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
-  0.5% Aep Flood Extents
-  1% Aep Flood Extents

Flood Planning

What planning overlays impact development of this property?



Sources: Sunshine Coast 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
-  Probable Maximum Flood Extents

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

Vegetation

Is the property in an area with vegetation protection?



Sources: Queensland Government

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Regulated Vegetation
-  Watercourse - Mses

Environment

Are there any environmental values present on the property?



Sources: Queensland Government

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Wildlife Habitat - Mses

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: ~0m
-  Property High: ~4m
-  Property Low: ~4m



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: Sunshine Coast 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

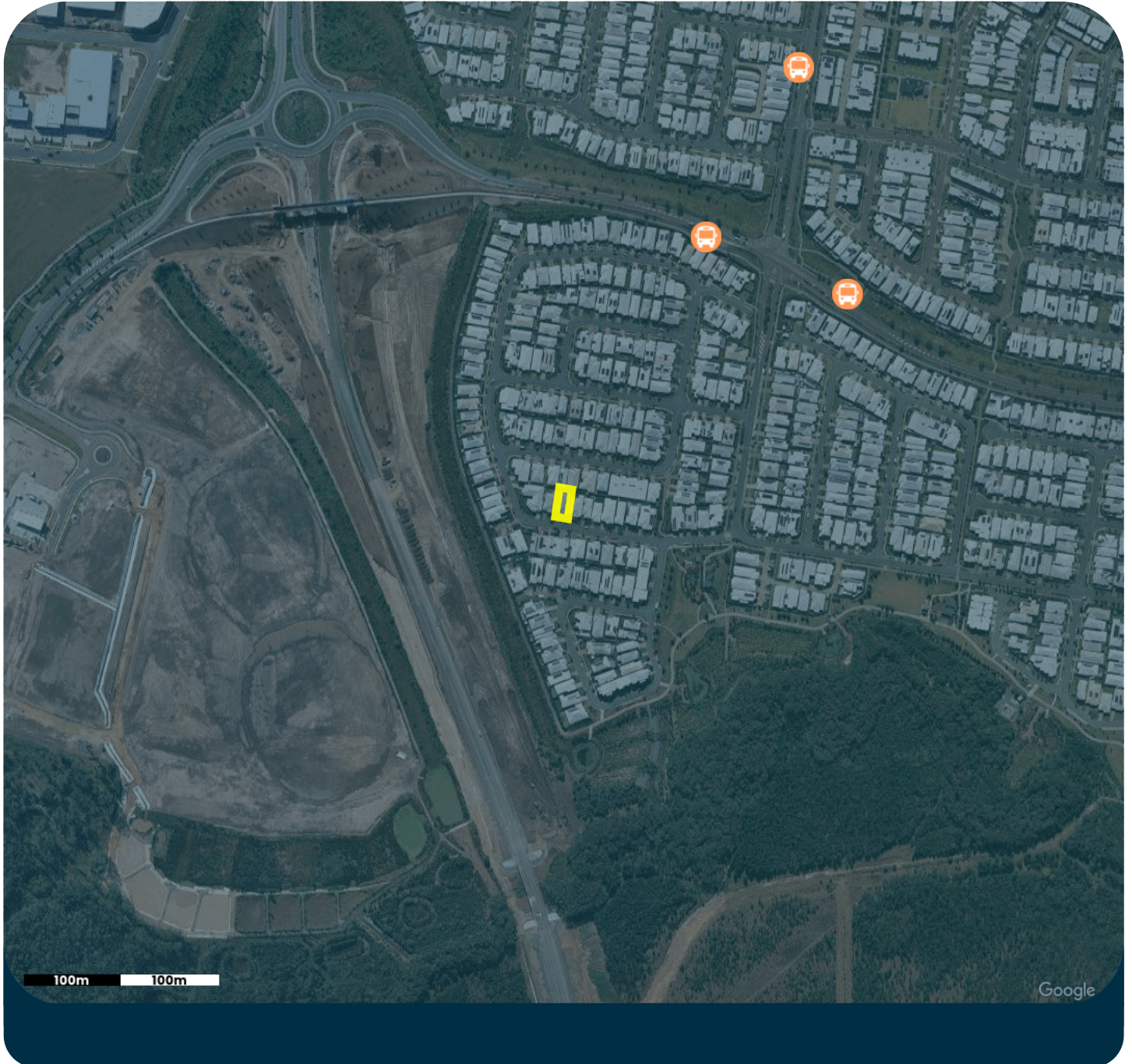
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

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

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



fb93c5

WHO ELSE COULD USE THIS REPORT

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

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

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

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

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

Transaction ID: 51028543 EMR Site Id: 29 July 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 819 Plan: SP299780
61 WOOD CR
BARINGA

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 **903558**

Date: 29/07/2025

Search Request reference: **168790794**

Applicant details

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

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 819 on Plan SP299780 at 61 Wood Cr, Baringa Qld 4551 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:

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Privacy Statement:

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

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	99945103
Payment reference	0999 4510 32
Property	61 Wood Cres, BARINGA, QLD

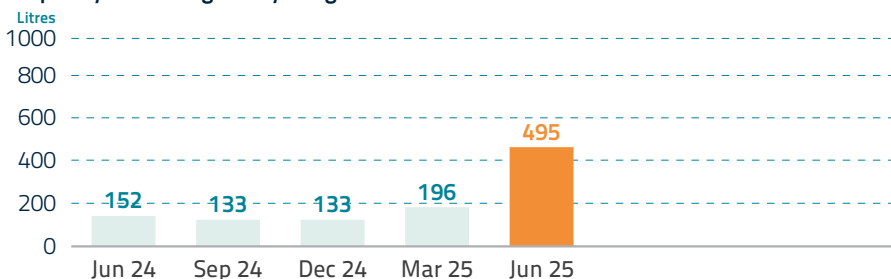
Bill number	7127407598
Billing period	20 Mar 2025 91 days to 18 Jun 2025
Issue date	19 Jun 2025
Approximate date of next meter reading	5 Sep 2025

Your account activity

Your last bill	Payments/ adjustments	Balance	New charges	Total due
\$353.22	\$353.22	\$0.00	\$464.21	\$464.21
				Due date
				21 Jul 2025

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

Compare your average daily usage over time

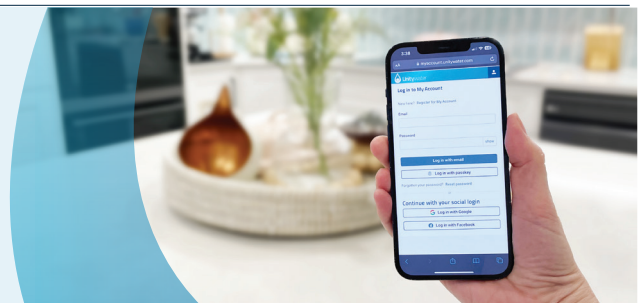


My Account

With new features, managing your account online has never been easier.

Everything you need, right at your fingertips.

To find out more visit unitywater.com/myaccount



Easy ways to pay

For other payment options - see over



BPAY®
Biller Code: 130393
Ref: 0999 4510 32

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

© Registered to BPAY Pty Ltd ABN 69 079 137 518



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)	No. of days	Average daily usage (L)
UT1708756W	19 Mar 25	541	18 Jun 25	586	45	91	494.5
Total water usage					45	91	494.5
Total sewerage usage (waste and greywater) = 90% of water usage					40.50	91	445.1

Activity since last bill

Last bill	\$353.22
Payments / adjustments	
25 Mar 2025 CBA BPAY BPAY 25/03/2025	-\$353.22
Account balance	\$0.00

Water and Sewerage Charges

Lot 819 Plan SP299780 Installation ID 223164309924

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	20 Mar 25 to 18 Jun 25	0.4945	91	\$3.444	\$154.98

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	20 Mar 25 to 18 Jun 25	0.4945	91	\$0.760	\$34.20
Sewerage up to 740 L/day	20 Mar 25 to 18 Jun 25	0.4451	91	\$0.760	\$30.78
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	20 Mar 25 to 18 Jun 25	1	91	\$0.879	\$79.99
Sewerage Access	20 Mar 25 to 18 Jun 25	1	91	\$1.805	\$164.26
Water subtotal					\$269.17
Sewerage subtotal					\$195.04

New water and sewerage charges \$464.21

Total Due = ① + ② \$464.21

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

Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls

+ 61 7 5431 8333

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: 0999 4510 32



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: 0999 4510 32

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



*4028 0999451032 00046421

Account number 99945103

Payment reference 0999 4510 32

Total due \$464.21

Due date 21 Jul 2025

Rate notice

Customer enquiries: T 07 5475 7542 E rates@sunshinecoast.qld.gov.au



ABN 37 876 973 913



Half yearly rate notice for period

1 July 2025 to 31 December 2025

Issue date 22 July 2025
Property no. 257926
Valuation \$335,000
Payment reference no. 101537081
Due date for payment **22 August 2025**

Amount payable \$1,373.46

Property location: 61 Wood Cres BARINGA QLD 4551

Property description: Lot 819 SP 299780

Rates and charges	Units	Rate charged	Amount
Sunshine Coast Council rates and charges			
General Rate - Category 16		Minimum Rate =	952.00
Garden Organics Bin - 240 Litre	0.50 x	\$96.00 x .5 =	24.00
Waste Bin - 240 Litre	1 x	\$501.00 x .5 =	250.50
Arts and Heritage Levy	1 x	\$20.00 x .5 =	10.00
Environment Levy	1 x	\$82.00 x .5 =	41.00
Transport Levy	1 x	\$43.92 x .5 =	21.96
Beerwah & Dist Rural Fire Charge	1 x	\$25.00 x .5 =	12.50
State Government charges (Council required to collect on behalf of the State Government)			
State Emergency Management Levy: Class E Group 02	1 x	x .5 =	61.50
TOTAL:			\$1,373.46

*Scheduled for payment
22/8/25.
\$1373.46*

Please review the enclosed Schedule of Rates to confirm your rate category and review the important notes overleaf.

Easy ways to pay:



Billers Code: 18259
Ref: 101537081

Mobile & Internet Banking – BPAY®

Make this payment from your cheque, savings, debit, credit card or transaction account.



**Post
Billpay**

Pay in store at Australia Post, or online at
auspost.com.au/postbillpay



*214 101537081



Phone

Call **13 18 16** and follow the prompts
Credit Card: MasterCard and Visa
Billpay Code: 0214 Reference: 1 0153 7081



Internet

Go to www.sunshinecoast.qld.gov.au, click on 'Pay and Apply' and follow the prompts.
Reference: 1 0153 7081
MasterCard and Visa

Rates and payment information

Rates and charges for the land described in this notice must be paid by the due date detailed on the front of this notice. Rates and charges have been made and levied by Sunshine Coast Council in accordance with the *Local Government Act 2009* and *Local Government Regulation 2012*.

Why check your rate category?

It is the property owner's responsibility to confirm rates and charges are correct when the rate notice is issued. This timely action is important because if you request another rate category, by submitting a rate category objection, the maximum adjustment is limited to 12 prior months. Please refer to the Schedule of Rates issued with this notice.

Is interest charged?

Council charges interest of 8 per cent per annum (compounding daily) on overdue rates. This applies to rates and charges not paid by the due date (except where a payment arrangement is approved before the due date for payment on this notice).

Having difficulty paying your rates?

If you can't pay the full amount by the due date, you can set up a payment plan. Please contact Council before the due date to arrange this. Visit Council's website and choose the "Pay your rates" option under "How can we help?" or you can email rates@sunshinecoast.qld.gov.au.

Does Council offer a rate concession for pensioners?

If you hold a Pensioner Concession Card or Veteran Affairs Gold Card and live in a property you own in the Sunshine Coast Council area, you may be eligible for the State Pensioner Rate Subsidy and Council's Pensioner Rate Concession. For more details, visit Council's website or contact Council's Customer Service Centre.

Are legal and professional costs shown on the rate notice?

Overdue rates and charges may be recovered by legal process. Legal and professional costs are incurred when a Statement of Claim has been filed with the Magistrates Court for the recovery of overdue rates and charges. These costs are not considered an overdue rate or charge until judgment has been entered.

State levy information

State Government Emergency Management Levy

This levy is set by the State Government and is required to be collected by Council and submitted to the State Government in accordance with the *Fire Services Act 1990*. For queries about the levy, contact the Queensland Fire Department on 137 468 or visit www.fire.qld.gov.au.

State Waste Levy

The State Government has paid \$10,322,376 to Council to mitigate the impact of the Queensland Waste Levy on households, however this does not cover the full cost to Council.



Help us help the environment

Already receive your rate notice via email? Thank you for helping us save paper.

Still receiving a printed copy? Switch to email - it's easy and convenient.

Simply register for a MyCouncil account or log in to your existing account at mycouncil.sunshinecoast.qld.gov.au and change your delivery method to email.

Other payment options:



By mail

Post your cheque (must include barcode from the easy ways to pay on the front page) to Sunshine Coast Council Locked Bag 72 Sunshine Coast Mail Centre, Qld 4560



Pay in person at any Council office

8.30am to 4.30pm weekdays.

Caloundra:

77 Bulcock Street

Maroochydore:

54 First Avenue

Nambour:

Corner Currie and Bury Street



Direct debit

Automatically pay your six-monthly rates without lifting a finger through a direct debit. You can also spread your payments throughout the year to manage your finances better.

Periodic direct debit

You can choose to have a set amount deducted from your bank account weekly, fortnightly or monthly. This allows you to pay ahead of time, helping you manage your budget.

If there's a remaining balance on your rate notice on the due date, you can arrange to have this balance automatically deducted as well. Otherwise, you will need to make this payment yourself.

Set and forget direct debit

Have the full amount of your rate notice deducted from your bank account on the due date. This will apply to all rate notices, including supplementary and six-monthly notices.

Sign up Simply visit mycouncil.sunshinecoast.qld.gov.au to set up your direct debit payment plan.

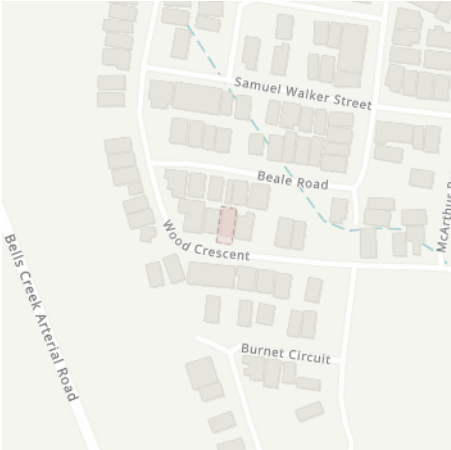


Pay using your smart phone

Download the Sniip App and scan the code to pay now.



[Review responses online](#) ↗



Received 5 of 5 responses
All responses received

61 Wood Cr, Baringa QLD 4551

Job dates
31/07/2025 → 01/08/2025

These plans expire on
28 Aug 2025

Lodged by
Mark Austria

Authority	Status	Page
 BYDA Confirmation		2
 Energex QLD	Received	4
 NBN Co Qld	Received	42
 Sunshine Coast Regional Council	Received	53
 Telstra QLD South East	Received	57
 Unitywater North	Received	64



BYDA

Sequence: 258800977
Date: 31/07/2025
Scale: 1:500
Tile No: **Tile No: 1**

CAUTION - HIGH VOLTAGE

LEGEND

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

AS5488 Category "D" Plan



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



LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any 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



Plans generated by SmarterWX™
Automate

31/07/25 (valid for 30 days)

In an emergency contact Sunshine Coast Council on (07) 5475 7272



Job # 50794277

Seq # 258800974

Legend

- Electrical Poles
- Electrical Conduits
- ⊙ Stormwater End Structure

Stormwater Pit

- CatchPit
- FieldInlet
- Manhole

- Stormwater Open Drain

Stormwater Pipe

- Allotment
- Pipe

Scale 1:1,000

Disclaimer

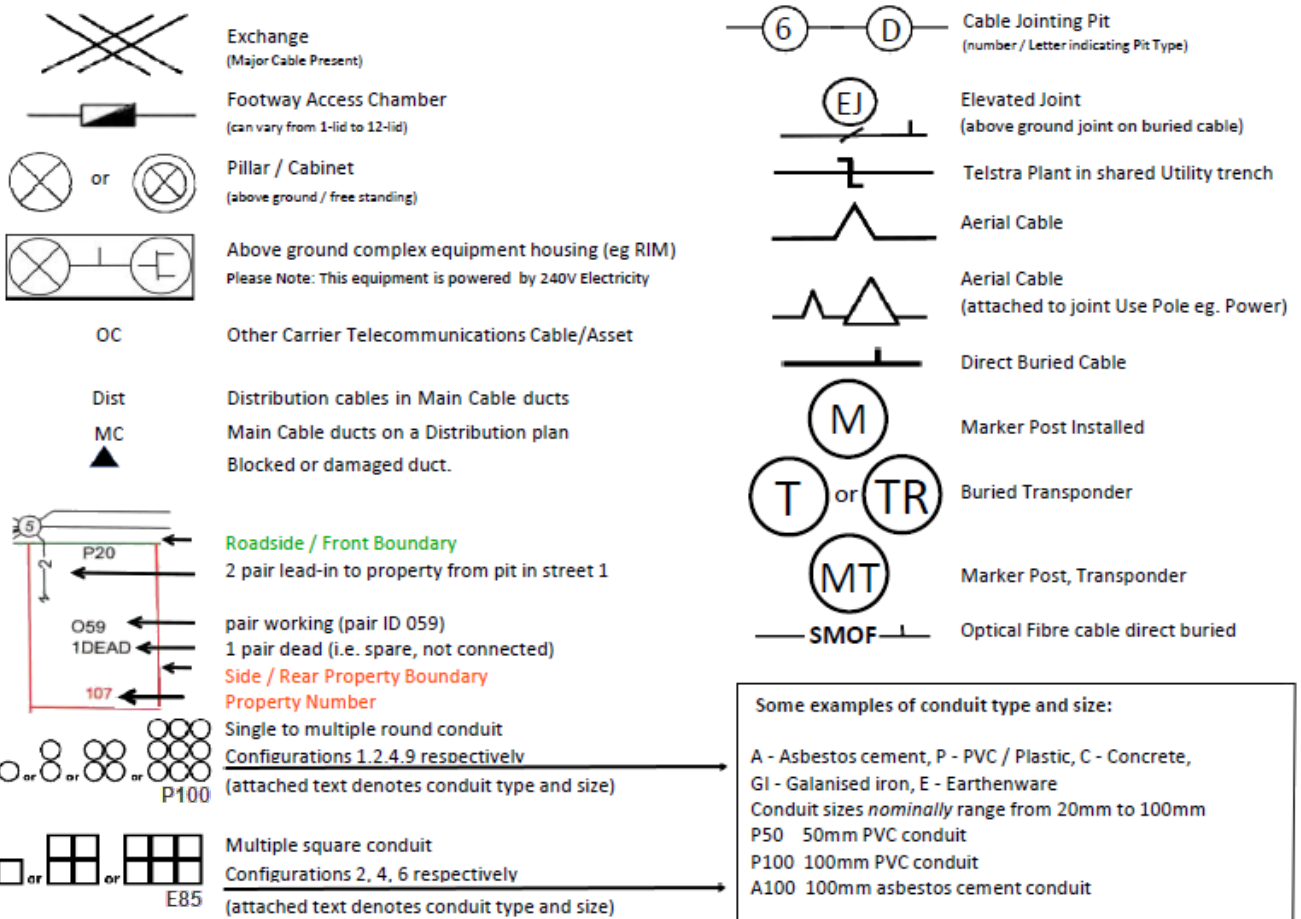
While every care is taken to ensure the accuracy of this product, neither the Sunshine Coast Regional Council nor the State of Queensland makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs that may occur as a result of the product being inaccurate or incomplete in any way or for any reason.

Crown & Council Copyright Reserved.

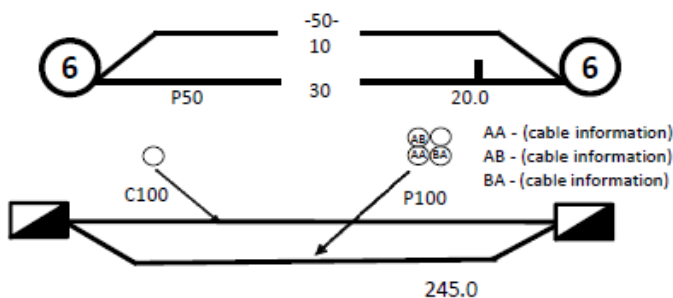
Provided by Sunshine Coast Council



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

Cable Plan

The map displays a network of streets and numbered sites for NBN Co. The streets shown are Samuel Walker, Cloustron, Wood, Beale, Burnet, and CCT. The sites are numbered and labeled as follows:

- Samuel Walker:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120.
- Cloustron:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120.
- Wood:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120.
- Beale:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120.
- Burnet:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120.
- CCT:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120.

A compass rose is located in the top right corner, indicating North (N), South (S), East (E), and West (W).



Please read Duty of Care prior to any excavating

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: 258800976

Job Number: 50794277

Printed On: 31/07/2025

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	Sewer Gravity Main
Water		Trunk Main
PS	Water Pump Station	Reticulation Main
M	Water Service	Overflow Main
*	Water Valve	Sewer Pipe (Abandoned)
—	Water Pipe (Abandoned)	Sewer Pressure Main
●	Water Hydrant	Pressure Sewer
F	Water Fitting	Rising Main
Water Main		Vacuum Main
—	Trunk Main	Pressure Sewer Service
—	Reticulation Main	Sewer Service
Sewer		Recycled Water
PS	Sewer Pump Station	PS
●	Sewer Maintenance Hole	*
*	Sewer Valve	●
F	Sewer Fitting	F
		—
		—

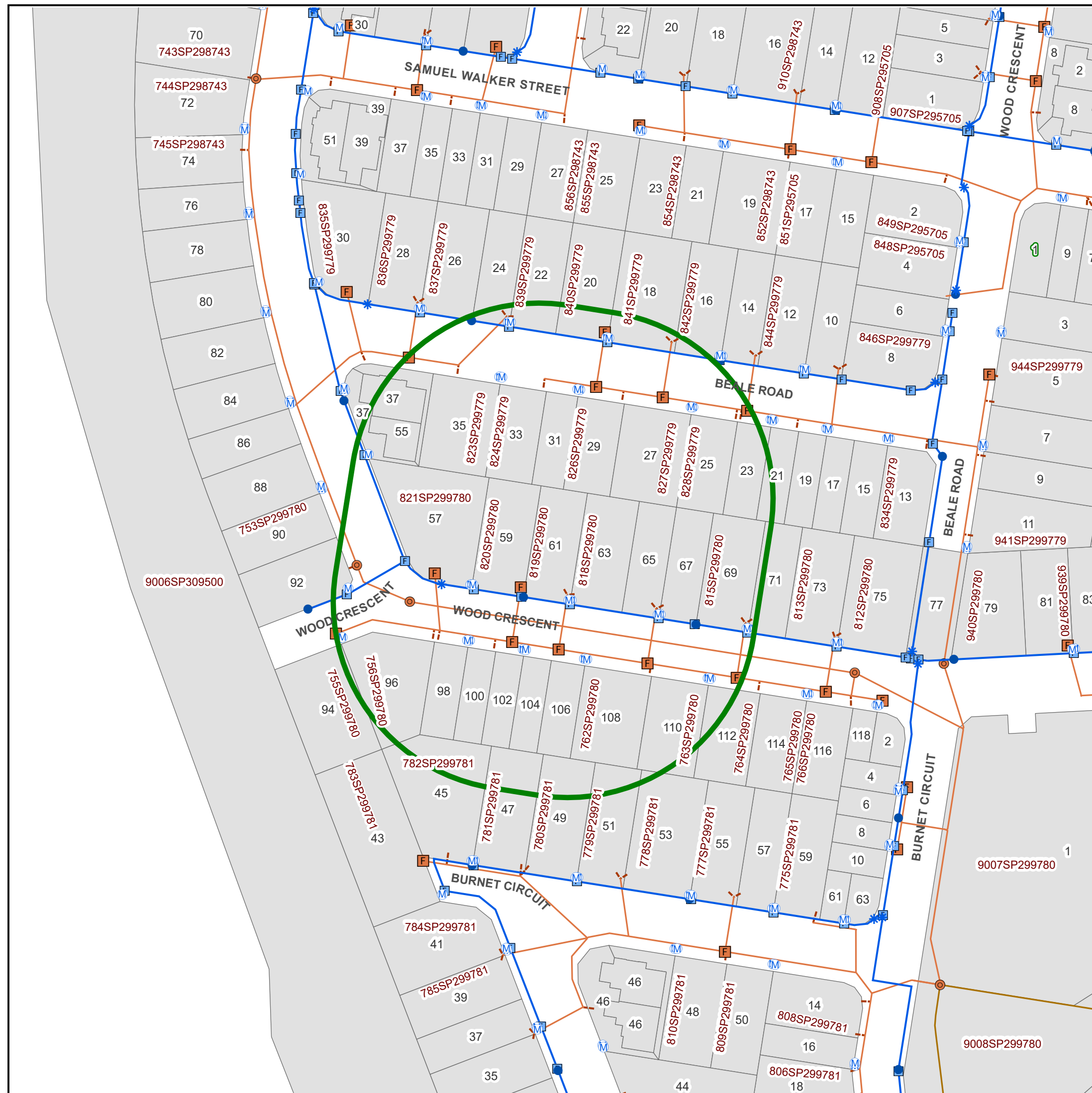
Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510

Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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Vendor/s

ATKINSON FAMILY BARE PTY LTD A.C.N. 633 567 325

Property Address

61 WOOD CR, BARINGA QLD 4551

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)

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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)*

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

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

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

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

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

TENANCIES:

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

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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

☐ No

☐ Yes

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

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

TREE ORDERS AND APPLICATIONS:

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

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

☐ No

☐ Yes

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

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

POOL SAFETY

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

☐ No

☐ Yes

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

☐ No

☐ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

☐ Installed in the residence

☐ Not installed in the residence

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

☐ Installed in the residence

☐ Not installed in the residence

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

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

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.