

Seller Disclosure Report

Vendor/s

YANG CHEN

Property Address

UNIT 1203 127 CHARLOTTE ST, BRISBANE CITY QLD 4000

Prepared On

Wednesday, August 20, 2025

In This Report

01 Disclosure Statement02 Searches

Disclosure Statement

Seller disclosure statement



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 YANG CHEN		
Property address UNIT 1203 (referred to as the "property" in this statement)	3 127 CHARLOTTE ST, BRISBANE CIT	Y QLD 4000
Lot on plan description Lot 1	203 of SP234557	
Community titles scheme	Is the property part of a community titles	scheme or a BUGTA scheme:
or BUGTA scheme:	× Yes	□ No
	If Yes, refer to Part 6 of this statement for additional information	If No , please disregard Part 6 of this statement as it does not need to be completed

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

Title details	The seller gives or has given the buyer the following—		
	A title search for the property issued under the <i>Land Title Act 1994</i> 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	There are encumbrances not registered on the title that will continue							
(excluding statutory encumbrances)	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.							
	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	There are statutory encumbrances that affect the property. Yes No							
encumbrances	If Yes , the details of any statutory encumbrances are as follows:							
	**Please refer to the attached Statutory Encumbrance Maps and Annexure for further information.							
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a							
	If Yes , when was the rent for the premises or each of the residents' rooms last increased? (Insert date of the most recent rent increase for the premises or rooms)							
	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 (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): Principal centre (City centre) 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		
	If Yes , a copy of the notice, order, proposal or correspondence must be	give	n by the se	eller.			
	re has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A p ficial process to establish plans or options that will physically affect the			a re	solution		
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</i> 1994 (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</i> 1994 (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</i> Disputes (Dividing Fences and Trees) Act 2011 affecting the property.		Yes	×	No		
	If Yes , a copy of the order or application must be given by the seller.						
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 anot within a natural hazard overlay can be obtained from the relevant loca should make your own enquires. Flood information for the property ma FloodCheck Queensland portal or the Australian Flood Risk Information	l gov ay al:	ernment ai so be avail	nd yo	ou		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrict the land that may apply can be obtained from the relevant State gover			opm	ent of		

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	Building work was carried out on the property under an owner builder permit in the last 6 years.		Yes	×	No				
builder permit	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.								
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				
	If Yes , a copy of the notice or order must be given by the seller.								
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Certificate is available on the Building Energy Efficiency Register.	a Bui	lding Energ	gy Eff	iciency				
Asbestos	The seller does not warrant whether asbestos is present within building the property. Buildings or improvements built before 1990 may containing materials (ACM) may have been used up until the early 200 become dangerous when damaged, disturbed, or deteriorating. Inform is available at the Queensland Government Asbestos Website (asbest common locations of asbestos and other practical guidance for home	in as 00s. natio	bestos. Asl Asbestos c on about as <u>ld.gov.au</u>)	besto or AC sbest	os M may tos				

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.

er 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:					
\$548.82	Date Range: 01/07/2025 - 30/0	09/2025			
erty is currently a rates exemp					
	•				
	the most recent rate notice is \$548.82 erty is currently a rates exemp	amount payable* for all rates and charges (without any discontinuous recent rate notice is:			

^{**} 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: \$244.25 Date Range: 01/07/2025 - 30/09/2025					
	OR					
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:					
	Amount: 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.

^{*}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*.

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.

The property is included in a community titles scheme.

and Community Management Act 1997	(If Yes, complete the information below)							
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the Land Title Act 1994 or another Act is given to the buyer.							
	Note —If the property is part of a community titles scheme, the community statement for the scheme contains important information about the rowners of lots in the scheme including matters such as lot entitlement use areas.	ights	and oblig	gation				
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			
	If No — 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							
	why the reasons under section 6 of the Property Law Regulation 2024 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 implie <i>Body Corporate</i> and <i>Community Management Act 1997</i> relating to mat patent defects in common property or body corporate assets; any actifinancial liabilities that are not part of the normal operating costs; and relation to the affairs of the body corporate that will materially prejudit property. There will be further disclosure about warranties in the contractions are supported by the contraction of the contra	ters ual, o d any ice y	such as la expected o y circumst	atent o or con tances	or Itingent S in			
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)		Yes	×	No			
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			
	If No — 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							
	why the reasons under section 7 of the Property Law Regulation 2024 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 body corporate and other by-laws that regulate your use of the proper	-			•			

 ¥ Yes

□ No

Body Corporate

Signatures – SELLER

Signed by: The part of the	
Signature of seller	Signature of seller
Yang Chen	
Name of seller	Name of seller
20/08/2025 12:31 pm	
Date	Date
By signing this disclosure statement the a contract with the seller for the sale of t	buyer acknowledges receipt of this disclosure statement before entering into the lot.
Signature of buyer	Signature of buyer
Name of buyer	Name of buyer

Date

Date

Searches

CURRENT TITLE SEARCH QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52918284

Search Date: 08/08/2025 15:27 Title Reference: 50899425

Date Created: 04/12/2012

Previous Title: 50899353

REGISTERED OWNER

Dealing No: 714918777 05/02/2013

YANG CHEN

ESTATE AND LAND

Estate in Fee Simple

LOT 1203 SURVEY PLAN 234557

Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 44257

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 19536007 (ALLOT 15 SEC 5)

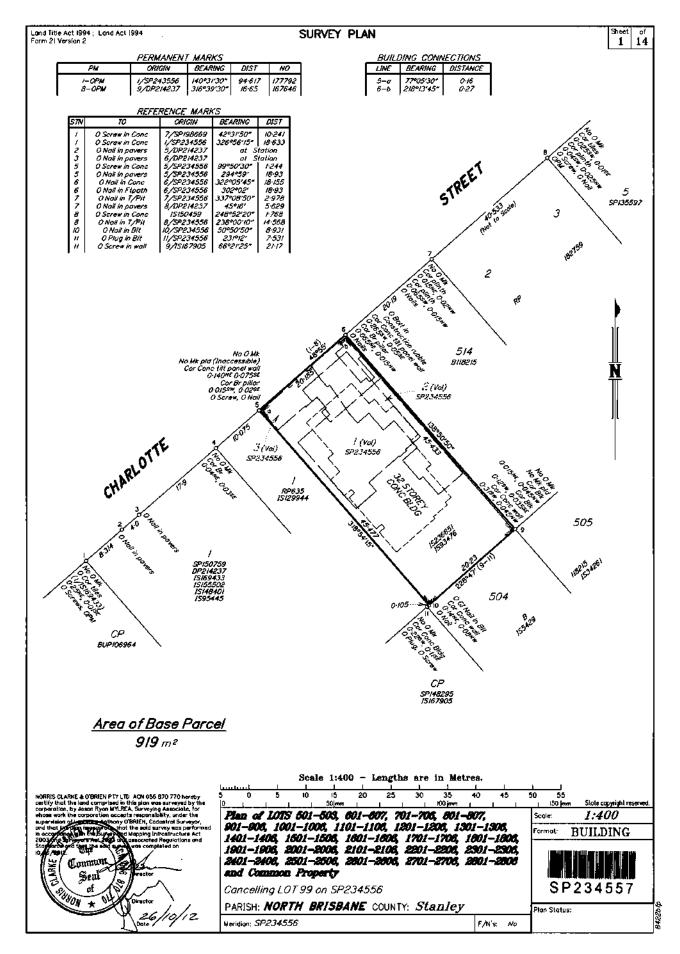
2. BUILDING MANAGEMENT STATEMENT No 714808476 28/11/2012 at 14:07 benefiting and burdening the lot

ADMINISTRATIVE ADVICES - NIL UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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



714808581

\$11942.50 28/11/2012 14:14

BE 400 NT

WARNING: Folded or Mutilated Plans will not be accepted.

		LIMITS	8 III	nay be i	LOIF	ea.		
Information	may	not	be	placed	in	the	outer	margins.

Registered	5.

Lodged by PLS FOR NORTON ROSE

TOTAL

Number

SP234557

Date: 26/19/12 Signed: 2000

Designation: Codastral Surveyor/Director

Dept File:

Local Govt:

Surveyor: 8422sp-bldg

CMS Number: 44 257

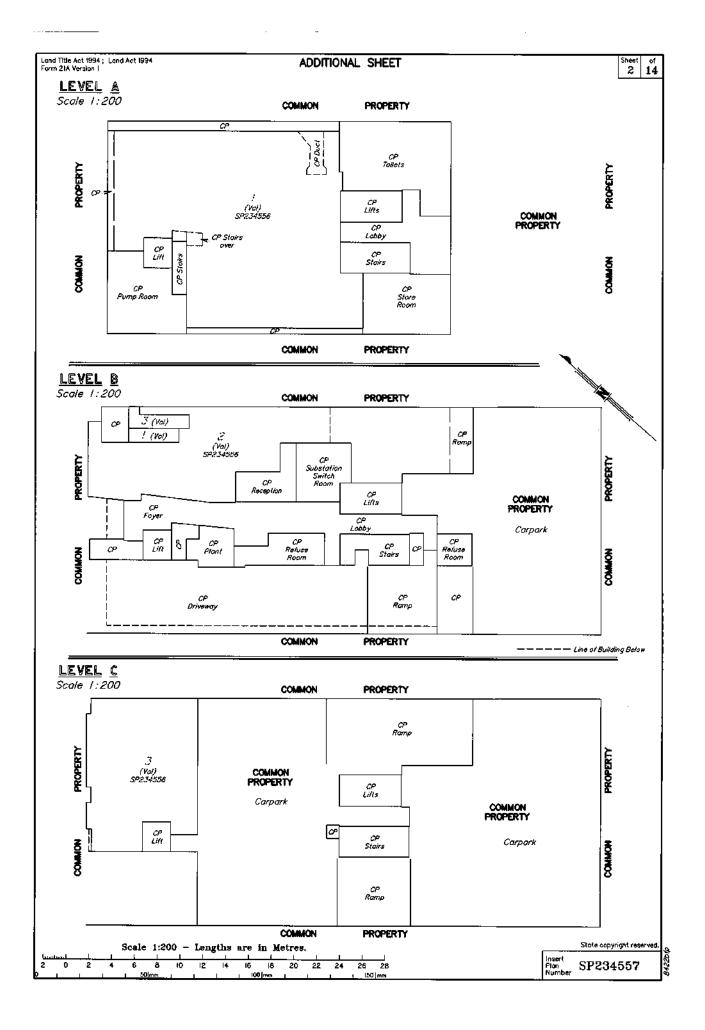
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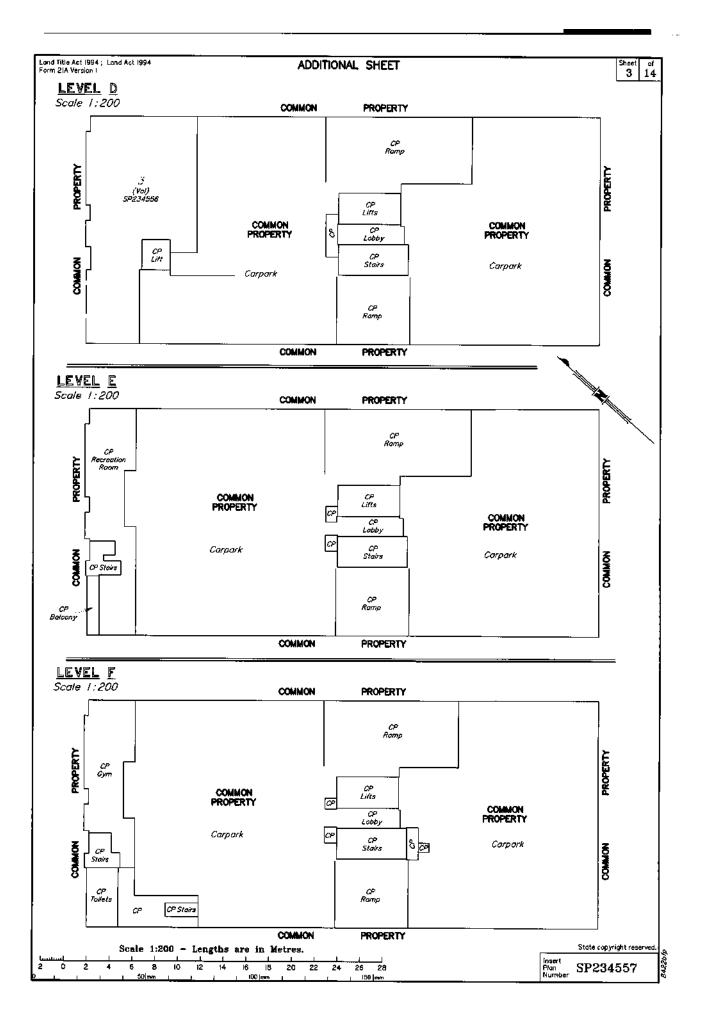
THE MIDTOWN C.T.S.

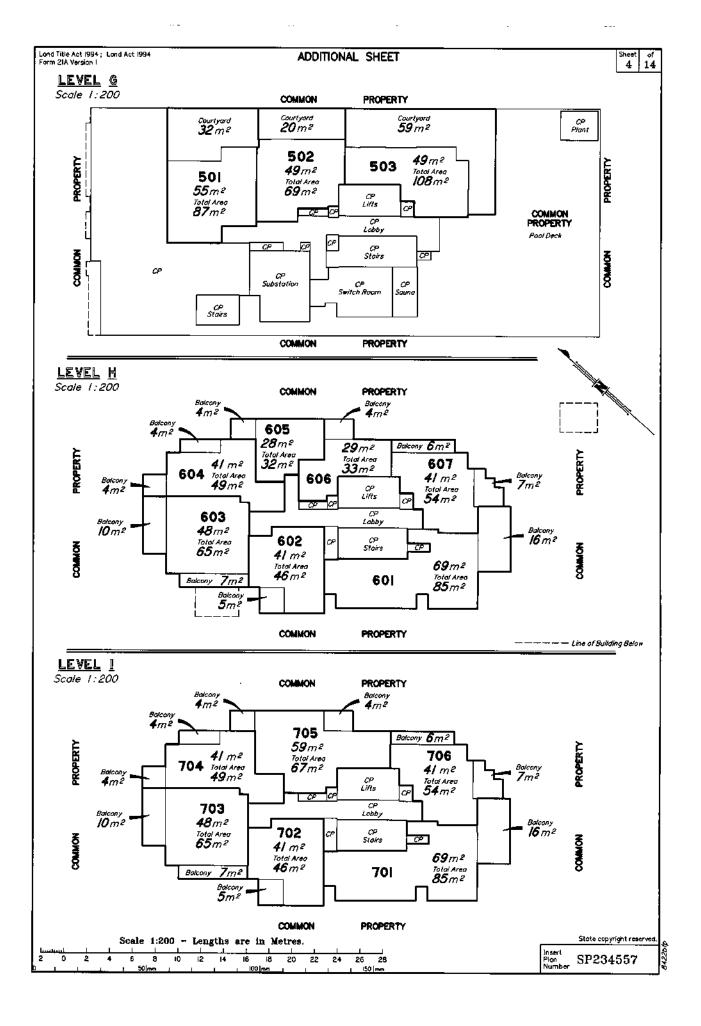
127 CHARLOTTE STREET C.T.S.

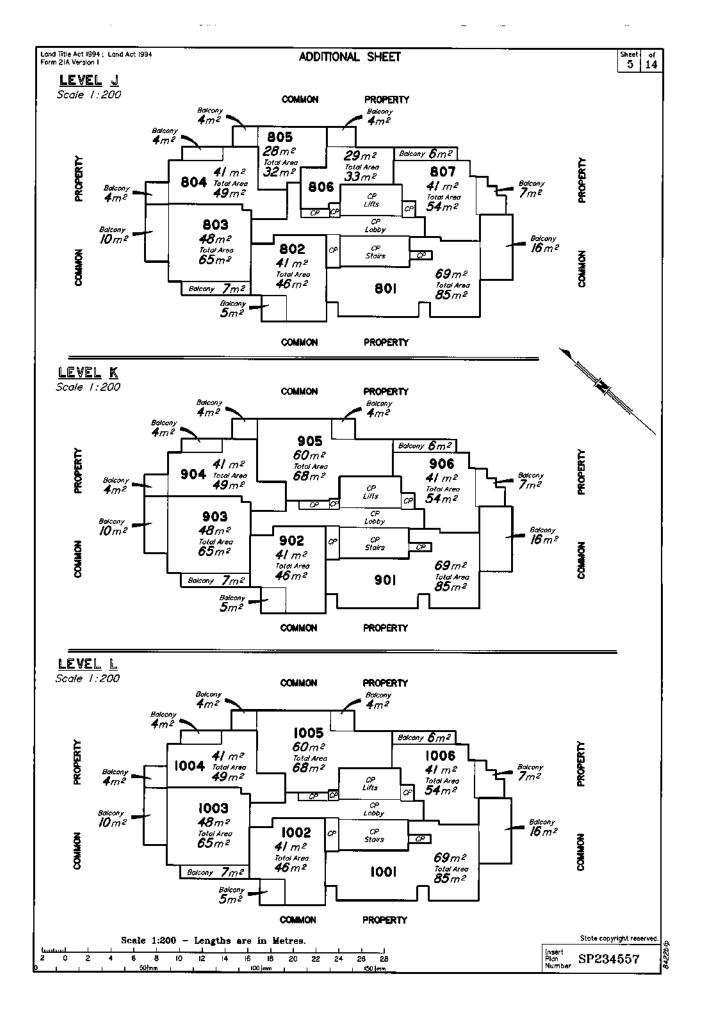
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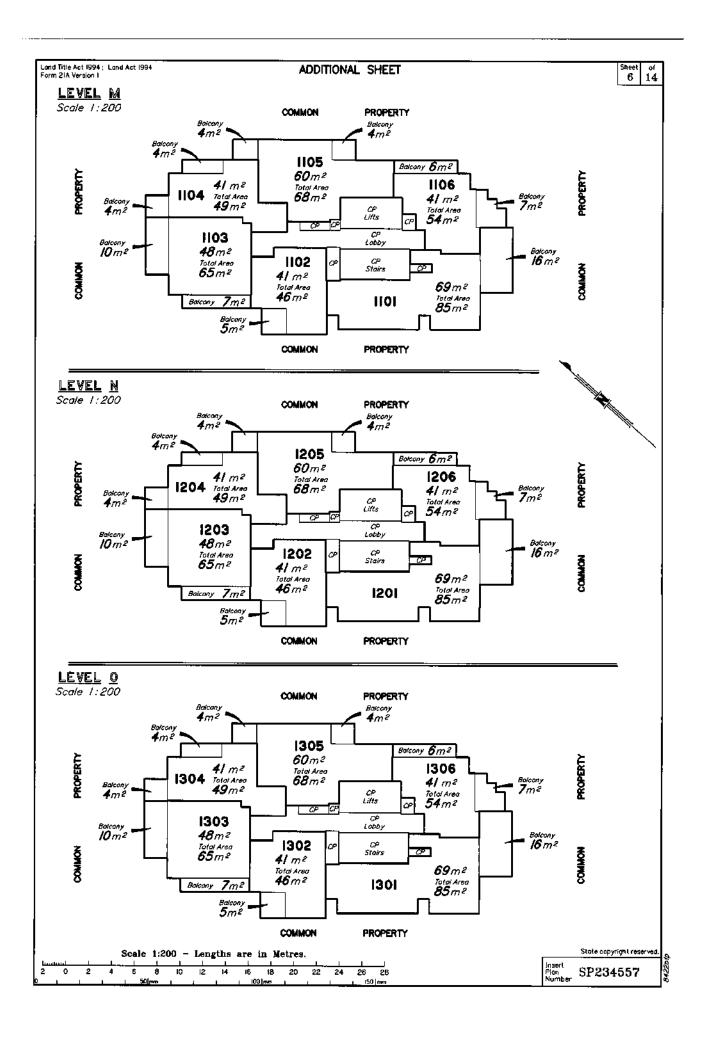
(Include address, phone number, reference, and Lodger Cade) 3416 i. Certificate of Registered Owners or Lessees. Existing Created I/We YANJIAN GROUP (AUSTRALIA) PTYLTD.... Description New Lats Road Emts Cov. A.C.N. 140 635 712 50!-503, 60!-607, 70!-706, 90!-807, 90!-906, 100!-1006, 110!-1106, 120!-1206, 130!-1306, 140!-1406, 150!-1506, 160!-1606, 170!-1706, 180!-1806, Lot 99 on SP234556 1901-1906, 2001-2006, 2101-2106, 2201-2206, 2301-2306, 2401-2406, 2501-2506, 2601-2606. st as Registered Owners of this land agree to this plan and dedicate the Public Use 2701--2706, 2801--2806 Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. o Looscop of this land agree to this plan **BUILDING MANAGEMENT STATEMENT ALLOCATIONS** Lots Fully Benefited Lots Fully Burdened Signature of *Registered Owners *Leasees 501-503, 601-607, 501-503, 601-607, John Director 701-706, 801-807, 701-706, 801-807, 901-906, 1001-1006, 1101-1106, 1201-1206, 1301-1306, 1401-1406, 901-906, 1001-1006, 1101-1106, 1201-1206, 1301-1306, 1401-1406, 1501-1506, 1601-1606, 1501-1506, 1601-1606, 1701-1706, 1801-1806, 1901-1906, 2001-2006, 1701-1706, 1801-1806, 1901-1906, 2001-2006, 2101-2106, 2201-2206, 2301-2306, 2401-2406, 2101-2106, 2201-2206, 2301-2306, 2401-2406, 2501-2506, 2601-2606, 2701-2706, 2801-2806 and Comm. Prop. 2501-2506, 2601-2606, 2701-2706, 2801-2806 and Comm. Prop. Amendments by Norris Clarke & O'Brien Pty Ltd 28-11-12 Cadastral Surveyor / Director * Rule out whichever is inapplicable 2. Local Government Approval BRISBANE CITY COUNCIL 501-503, 601-607, 701-706, 801-807, 901-906, 1001-1006, hereby approves this plan in occordance with the : 901-906, 1001-1006, 1101-1006, 1201-1206, 1301-1306, 1491-1406, 1501-1506, 1691-1605, 1701-1706, 1891-1806, 1901-1906, 2201-2206, 2301-2206, 2401-2406, 2501-2506, 2601-2606, 2701-2708, 2801-2806 SUSTAINABLE PLANNING ACT 2009 Development Approval: 15th April, 2011 2. Building Format Plans only. ALLOT 15 I certify that : SEC 5 and Comm. Prop. * As for as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lets or road; 7. Portion Allocation: Cadastral Surveyor/Director a. Map Reference: Dated this 27th day of November, 20/2 9543-33331 *delete words not required 9. Locality: is. Lodgement Fees: (14 News)
"Butgate Holes Nevin"
"Bi Duligate " BRISBANE CITY Survey Deposit Lodgement io. Local Government : ..New Titles BRISBANE CITY COUNCIL * Insert the name of the Local Government.
Insert designation of algnatory or delegation Local Government (Planning & Environment) Act 1990 Photocopy n. Possed & Endorsed: Postage 3.Plans with Community Management Statement: 4 References : By: NORRIS CLARKE & C'BRIEN PTYLTD

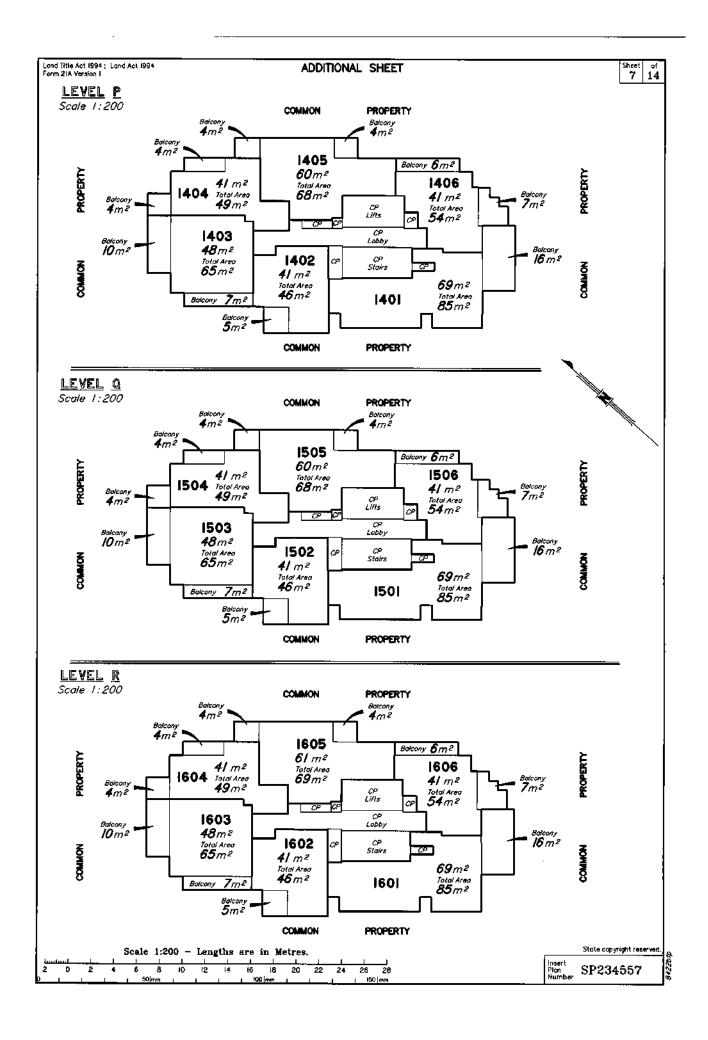


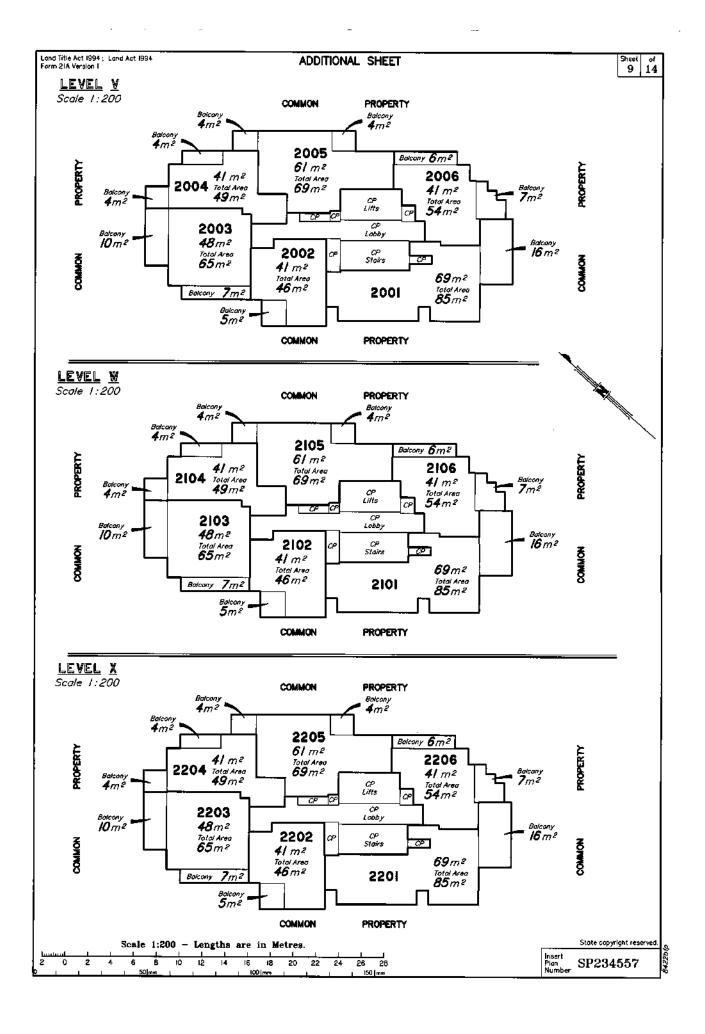


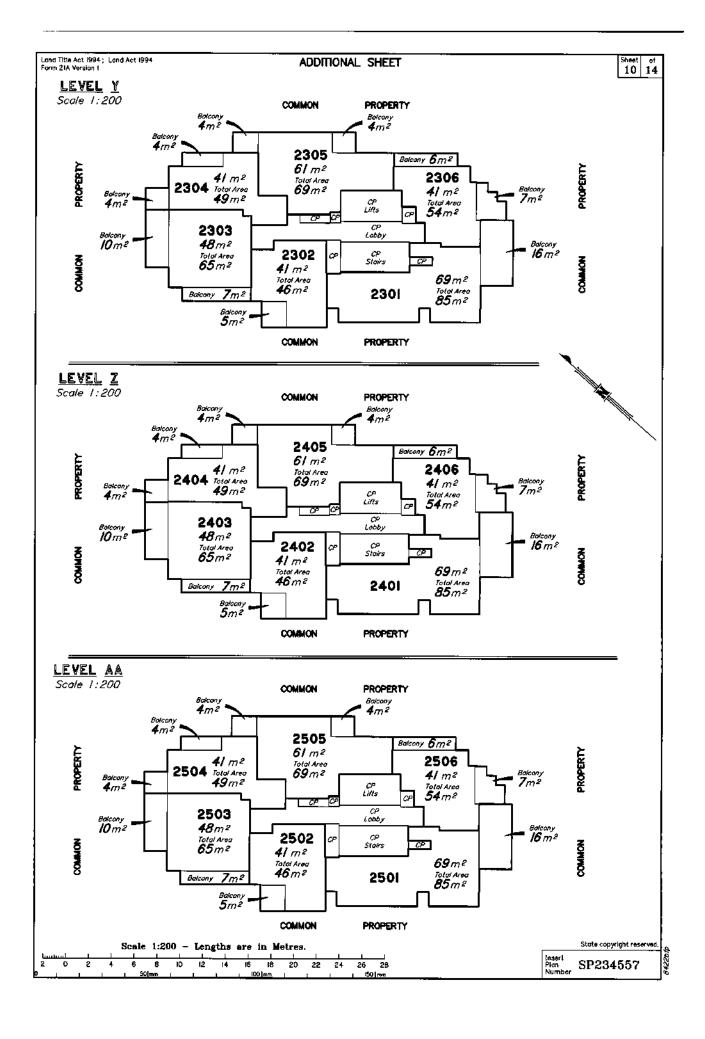


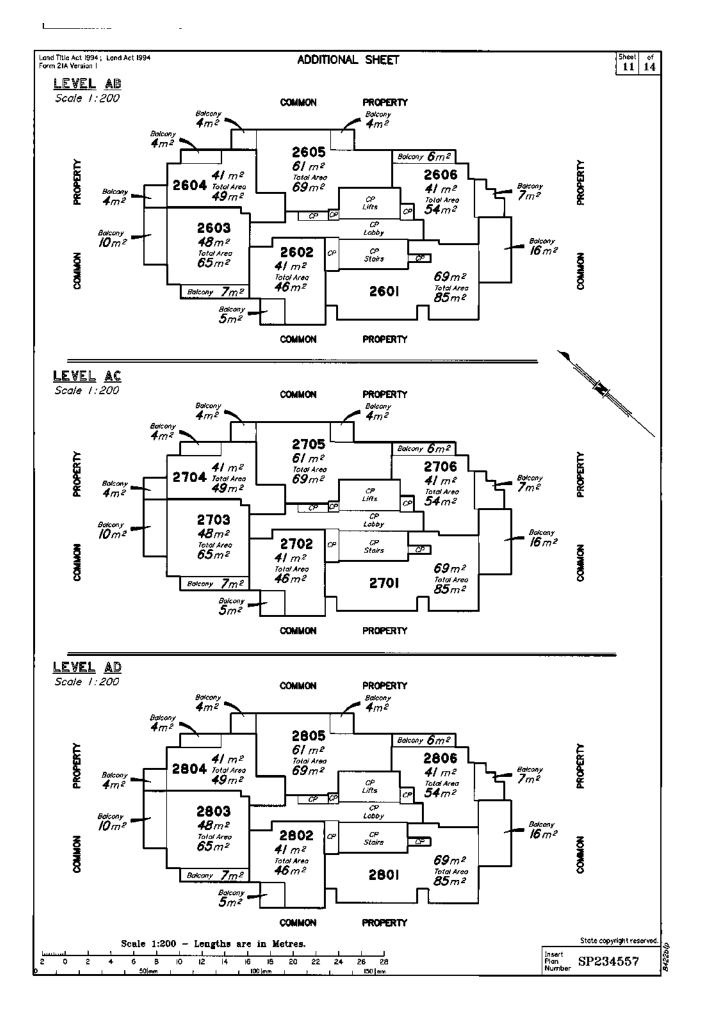


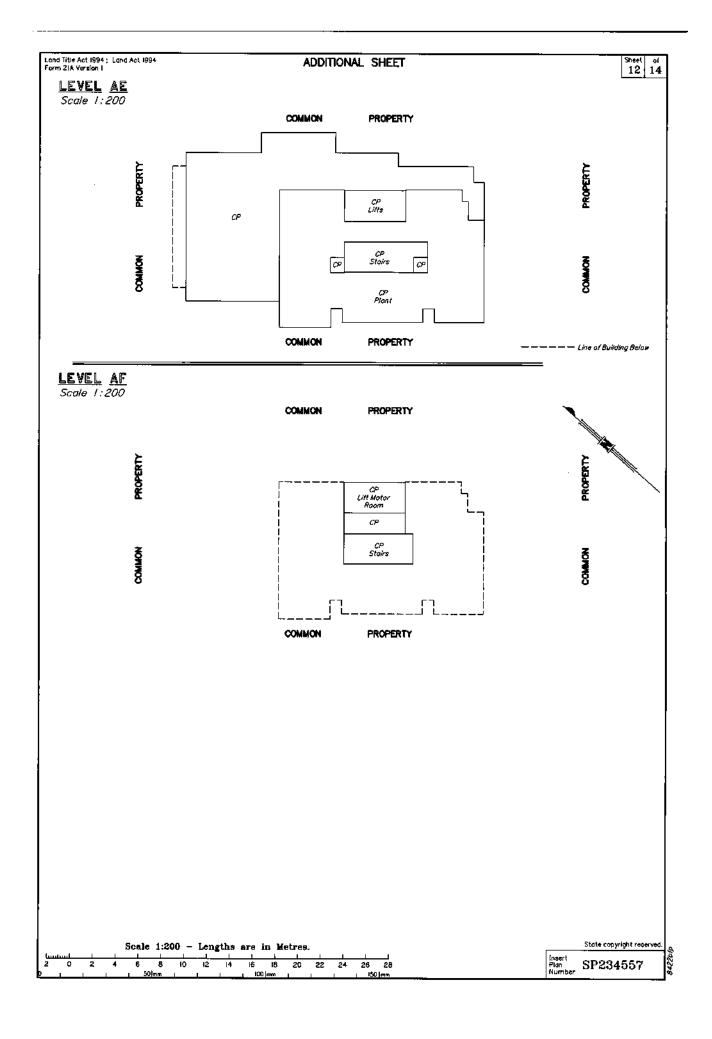


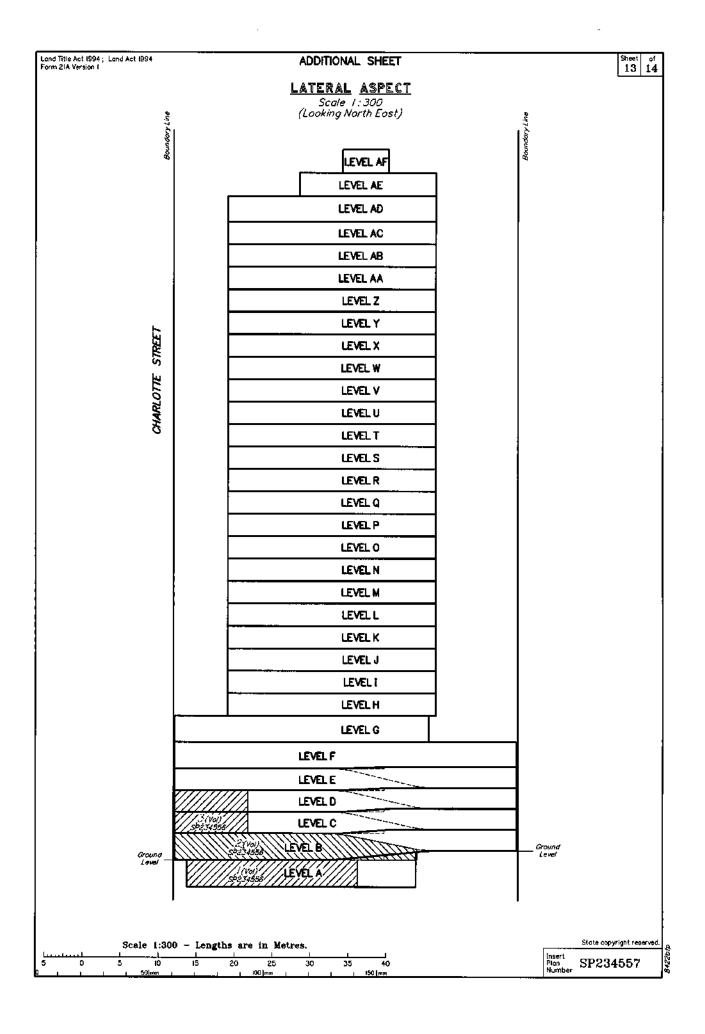


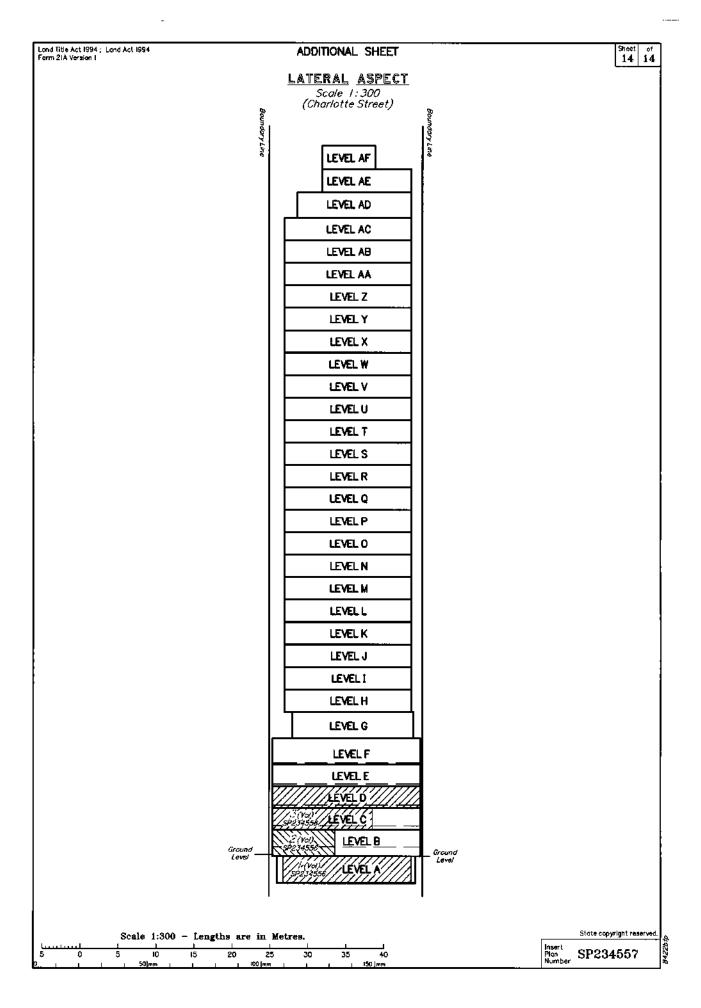












Property Fact Pack



u1203/127 Charlotte Street Brisbane City QLD 4000

YOUR DIGITAL COPY





At a glance

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



Easements





Flood Risk



CONSIDERATIONS IDENTIFIED



Character



CONSIDERATIONS IDENTIFIED



Vegetation



NO CONSIDERATIONS IDENTIFIED



Bushfire Risk



NO CONSIDERATIONS IDENTIFIED



Noise



NO CONSIDERATIONS IDENTIFIED

DATE OF REPORT

8th of August, 2025

ADDRESS

ul203/127 CHARLOTTE STREET

LOT/PLAN

1203/SP234557

COUNCIL

Brisbane

ZONING

- City Centre Neighbourhood Plan
- Principal Centre (City Centre)

UTILITIES

- Power
- Sewer
- Stormwater
- Water

SCHOOL CATCHMENTS

- Brisbane Central SS
- Fortitude Valley State Secondary College

CLOSEST CITY

Brisbane - 0km

Easements

What access rights exist over the property?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

Selected Property

Easement



Flood Risk

Is the property in a potential flood area?



THINGS TO KNOW

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

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

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

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

- Selected Property
- High Likelihood (5.0% Annual Chance)
- Medium Likelihood (1.0% Annual Chance)
- Low Likelihood (0.2% Annual Chance)
- Very Low Likelihood (0.05% Annual Chance)



Overland Flow Flood Risk

Are there any major rainfall issues for this property?



THINGS TO KNOW

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

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

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

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

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

Questions to ask

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

LEGEND

Selected Property

Overland Flow - Moderate Impact

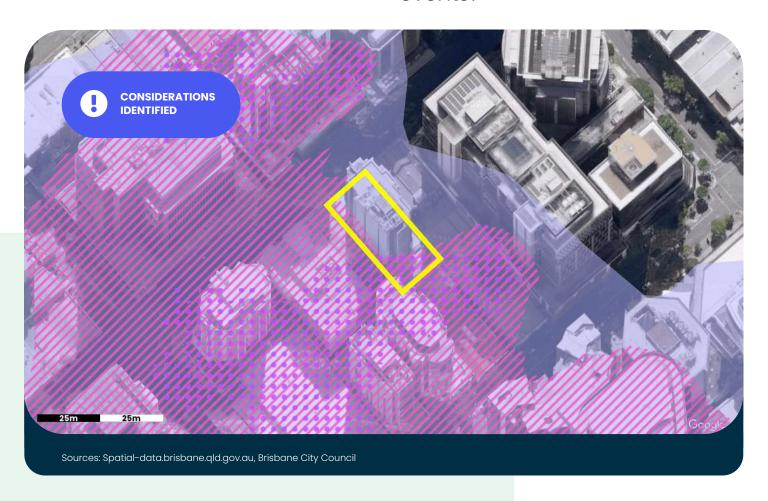
Overland Flow - Low Impact

Overland Flow



Flood History

Has the property been impacted by historic flood events?



THINGS TO KNOW

Knowing about past major flood events on or near a property is important for understanding the risk of future flooding. Government flood prediction models often show the worst-case scenarios, which may not always eventuate. However, knowing the highest previous water levels (flood risk vs flood reality) that have actually occurred can help you plan ways to protect yourself and your property.

Being well-prepared for floods is key to staying safe and reducing damage to property assets. It's important to know where higher ground is and plan safe routes to get there during an emergency. **Note:** These reports only reflect major flood events mapped and published by government authorities in open data portals. Other rapid flash flood events that subsided quickly may not be documented.

Questions to ask:

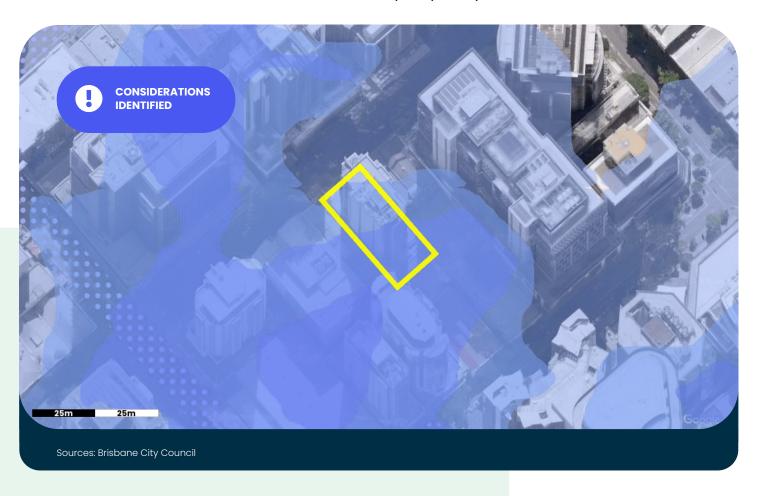
- Where has flooding historically occurred on the property?
- What are the differences between government flood models and recorded flood events?
- Is the government flood model an acceptable level of risk when compared to actual flood events?

- Selected Property
- Flood Event Feb 2022
- Flood Event Jan 2011
- Flood Event 1974



Flood Planning Risk

What planning overlays impact development of this property?



THINGS TO KNOW

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

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

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

Questions to ask

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

- Selected Property
- Flood Planning Area 2 High To Moderate Possibility
- Flood Planning Area 3 Moderate Possibility
- Flood Planning Area 4 Moderate
 To Low Possibility
- Flood Planning Area 5 Low Possibility
- Overland Flow Flood Planning Area



Character

Is the property in a character or heritage area?



THINGS TO KNOW

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

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

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

Questions to ask

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

- Selected Property
- Local Heritage Place, Structure Or Landscaping
- Property Adjoins A Heritage Place, Structure Or Landscaping
- State Heritage Place, Structure Or Landscaping



Historic Imagery

Historic Aerial Imagery



THINGS TO KNOW

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

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

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

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

Questions to ask:

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

LEGEND

Selected Property



Vegetation

Is the property in an area with vegetation protection?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

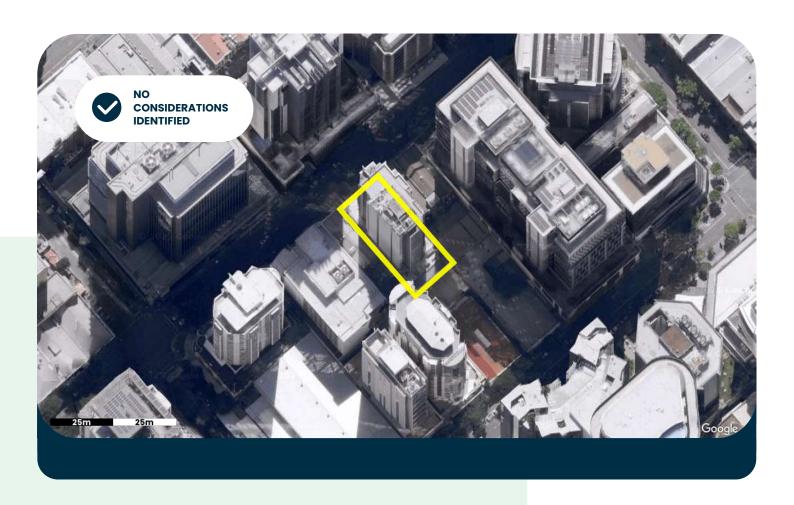
LEGEND

Selected Property



Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

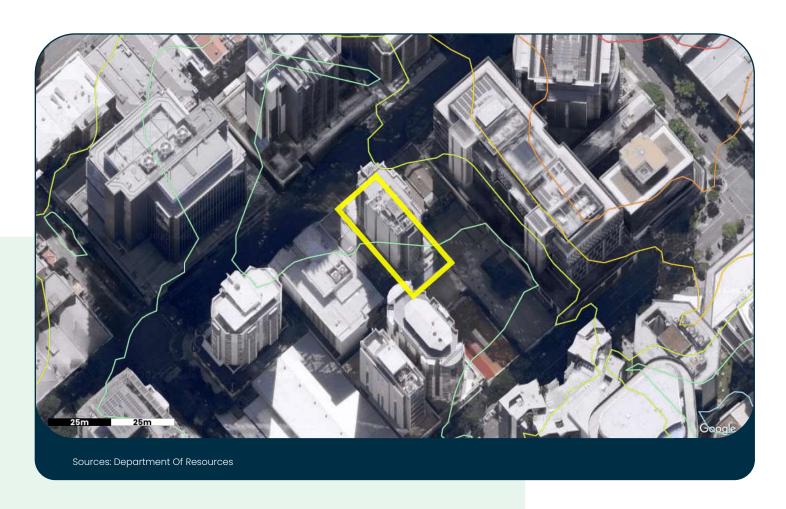
S

Selected Property



Steep Land

Is there significant slope on this property?



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

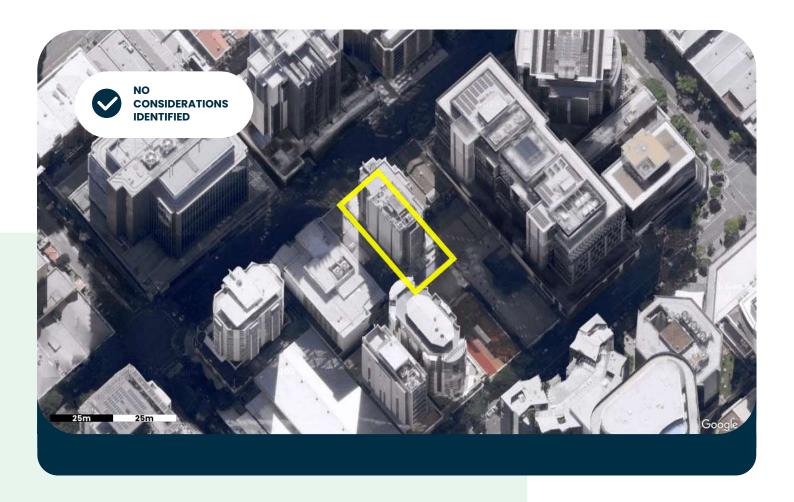
- Selected Property
 - Property Est. Fall: ~0m
- Property High: ~4m
- Property Low: ~4m

8m

3m

Noise

Is the property in a potential noise area?



THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

Note: The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

Questions to ask

- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

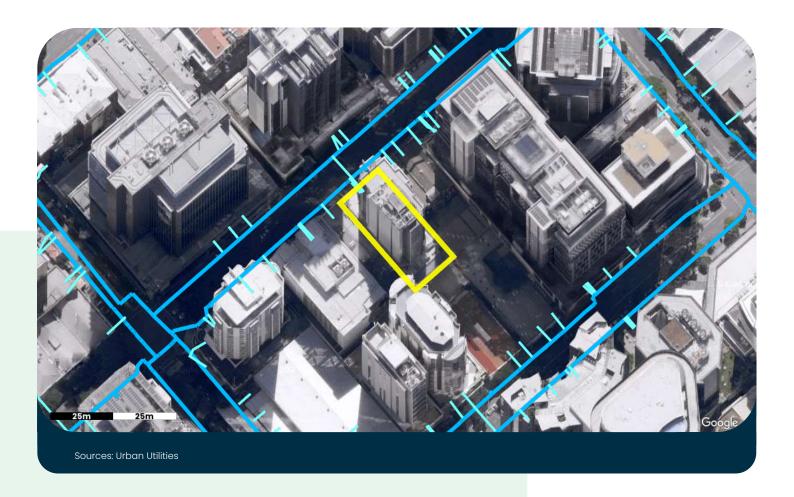
LEGEND

Selected Property



Water

Are there any water pipes nearby?



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?

- Selected Property
- Water Connection
- Water Pipe

Sewer

Are there any sewer pipes nearby?



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?

- Selected Property
- Maintenance Structure
- Sewer Connection
- Sewer Pipe



Stormwater

Are there stormwater pipes on or near the property?



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?

- Selected Property
- Inlet Structure
- Maintenance Structure
- Stormwater Pipe Or Culvert



Power

Are there any power lines on or near the property?



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?

- Selected Property
- Underground Hv Transmision Line
- ••• Underground Power Cable (HV)
- ··· Underground Power Cable (LV)



Zoning

What zone is my property?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

- Selected Property
- City Centre Neighbourhood Plan
- Principal Centre (City Centre)
- Priority Development Area Part 10
 Of Brisbane City Plan 2014
- Retail Npp-001



Public Transport

Is there any public transport stops nearby?



- Selected Property
- Train Station
- Bus Stop



Boundary

View your property boundaries



LEGEND

Selected Property

DISCLAIMER

This report is provided by Develo Pty Ltd as a general guide only and is intended to support due diligence when considering a property. While care is taken to compile and present information from a variety of reliable third-party sources, including government and regulatory datasets, Dévelo Pty Ltd makes nó representations or warranties about the accuracy, currency, completeness, or suitability of the information provided.

Information displayed in this report may be derived from third-party data modelling, automated algorithms, and publicly available or licensed third-party datasets. All data is subject to change without notice and may not reflect recent developments, site-specific conditions, or council-approved amendments. Due to the limitations of digital mapping, imagery distortion, and third-party data dependencies, all spatial dăta, infrastructure locations, distances, and risk indicators are indicative only.

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By accessing this report, you acknowledge and accept the above terms and assume full responsibility for verifying all information independently prior to undertaking any development, rénovation, or transaction.

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.

YOUR DIGITAL COPY



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develo

Know before you go

67fc44



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
PO Box 10314 Adelaide St Brisbane QLD 4001
Brisbane QLD 4001

Transaction ID: 51035794 EMR Site Id: 08 August 2025

Cheque Number: Client Reference:

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

Lot: 1203 Plan: SP234557 1203/127 CHARLOTTE ST BRISBANE CITY

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 935244 Date: 08/08/2025

Search Request reference: 169833274

Applicant details

Applicant: SearchX Ltd

orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 1203 on Plan SP234557 at Unit 1203 127 Charlotte St, Brisbane City Qld 4000 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.
- To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
 https://planning.dsdmip.qld.gov.au/maps/sara-da>
- 4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
 < https://planning.dsdmip.qld.gov.au/maps/spp>

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement

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



BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Mailing Code EMAIL

Property Location 1203/127 CHARLOTTE ST

BRISBANE CITY

Issue Date 3 Jul 2025

Bill number 5000 1048 4750 236

Bill number including donation 5800 1048 4750 236

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

Account Period 1 Jul 2025 - 30 Sep 2025

500010484750236/E-1/S-1/I-1/H-6

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

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

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

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

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



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

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

Nett Amount Payable

\$548.80

Due Date

4 Aug 2025

0.00

Summary of Charges

Opening Balance

Brisbane City Council Rates & Charges State Government Charges	485.92 62.90

Gross Amount	548.82
Discount and/or Rounding (where applicable)	0.02 CR
Nett Amount Payable	548.80
Optional Lord Mayor's Charitable Trust donation received b	y the Due Date 563.80

Your nominated bank account will be Direct Debited with the amount/s as arranged. Please ensure that the required funds are available or dishonour fees may apply.

Including Lord Mayor's Charitable Trust \$15 donation



*439 580010484750236

Biller Code: 319186 Ref: 5800 0000 5025 121 Amt: \$563.80 by 4 Aug 2025 **Excluding Lord Mayor's Charitable Trust \$15 donation**





Biller Code: 78550 Ref: 5000 0000 5025 121

Amt: \$548.80 by 4 Aug 2025

Pay using your smartphone





MR YANG CHEN

Due Date

4 Aug 2025

50

Gross Amount

\$548.82

Nett Amount

\$548.80

Rating and rebate information

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

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

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

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

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

Payment options



Online

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



Direct Debit

Pay a nominated amount by Direct Debit transfer from your cheque or savings account. To apply please visit

brisbane.qld.gov.au/pay-rates and complete the online form.



Bv Mobile

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



Mail

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

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

Brisbane City Council GPO Box 1434 BRISBANE OLD 4001



Telephone and Internet Banking - BPAY®

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

®Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAY VIEW

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



Instore

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



Phone Pay

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



Brisbane City Council Customer Centre

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

Use and Disclosure Notice

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

English

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

Italian

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

Spanish

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

Chinese

如果您需要用另一種語言獲悉此文件的內容,請致電131450到翻譯與傳譯服務部(TIS),請他們給您轉接(07)34038888到布里斯本(Brisbane)市政廳。

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

Property Details

Owner	MR YANG CHEN		
Property Location	1203/127 CHARLOTTE ST BRISBANE CITY		
Real Property Description	L.1203 SP.234557 PAR NTH BRISBA	NE 31/3914	
Valuation effective from	1 Jul 2023 1 Jul 2024 1 Jul 2025	\$64,946 \$64,946 \$83,163	
Average Rateable Valuation (A R V)		\$71,018	
Account Details	Account Number 5000 0000 5	025 121	
Opening Balance Closing Balance Of Last Bill Payment Received - 02-May-2 Discount/Rounding Allowed	025	508.59 508.55 0.04	CR CR
	Total	0.00	
Period: 1 Jul 2025 - 30 Se	p 2025		
Brisbane City Council Rates & Charges General Rates - Category 14 (Annually 0.323 Cents In The A R V \$) @ Parity Factor (P/F) 1.806509 Waste Utility Charge - 1 Charge(S) @ \$128.24 Qtr Bushland Preservation Levy Category 14 (Annual 0.0119 Cents In			
The A R V \$) @ P/F 1.806509	e Levy Category 14 (Annual 0.017	12.07 17.24	
	Total	485.92	
State Government Charges Emergency Management Levy	r - Group 2	62.90	
	Total	62.90	

Other Information

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

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

Bill Number 5000 1048 4750 236



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

1. Pool safety certifica	Identification number: PSC0243451			
2. Location of the swimming pool Property details are usually shown on the title documents and rates notices				
Street address:	127 CHARLOTTE ST			
	BRISBANE CITY QLD Postcode 4 0 0 0			
Lot and plan details:	9999/SP/234557 Local government area: BRISBANE CITY			
3. Exemptions or alter	rnative solutions for the swimming pool (if applicable)			
If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.				
	No disability exemption applies; No impracticality exemption applies			
	No alternative solution applies			
4. Pool properties	Shared pool Non-shared pool Number of pools 1			
5. Pool safety certification	ate validity			
Effective date:	2 1 / 0 2 / 2 0 2 5 Expiry date: 2 1 / 0 2 / 2 0 2 6			
6. Certification				
I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the <i>Building Act 1975</i> , the pool is a complying pool.				
Name:	SIMON CHIPPENDALE			
Pool safety inspector licence number:	PS101454			
Signature:				
Other important infor	mation that could help save a young child's life			

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

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

Privacy statement

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

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

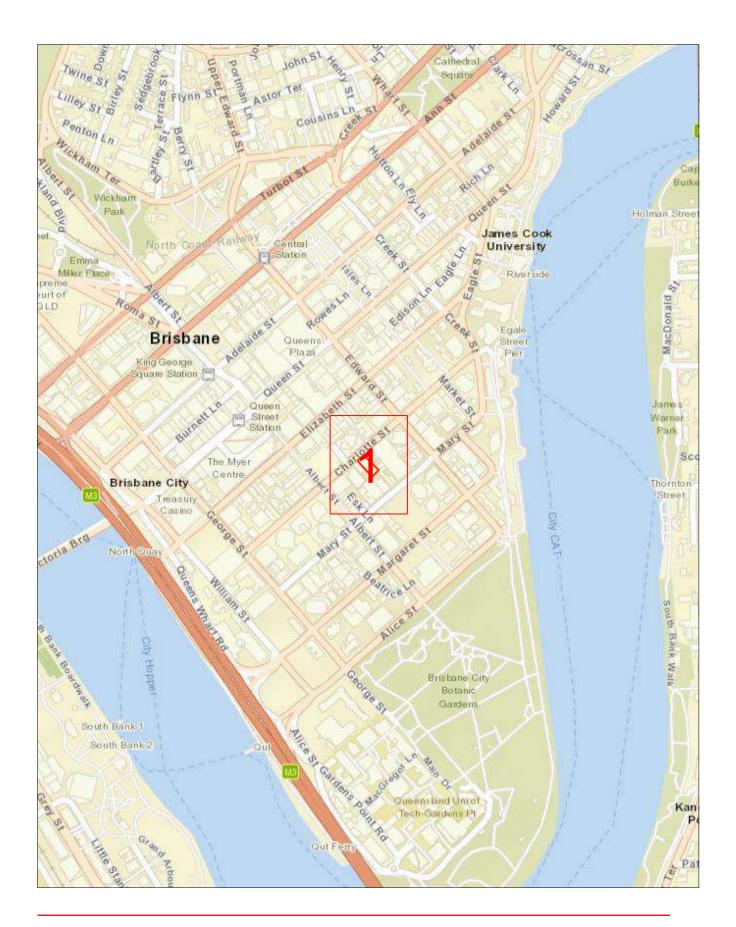
Site 127 Charlotte Street

Address: **Brisbane City**

4000

Sequence 259290031 **Number:**

QLD



Scale 1: 6000

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



Enquiry Area



Map Key Area



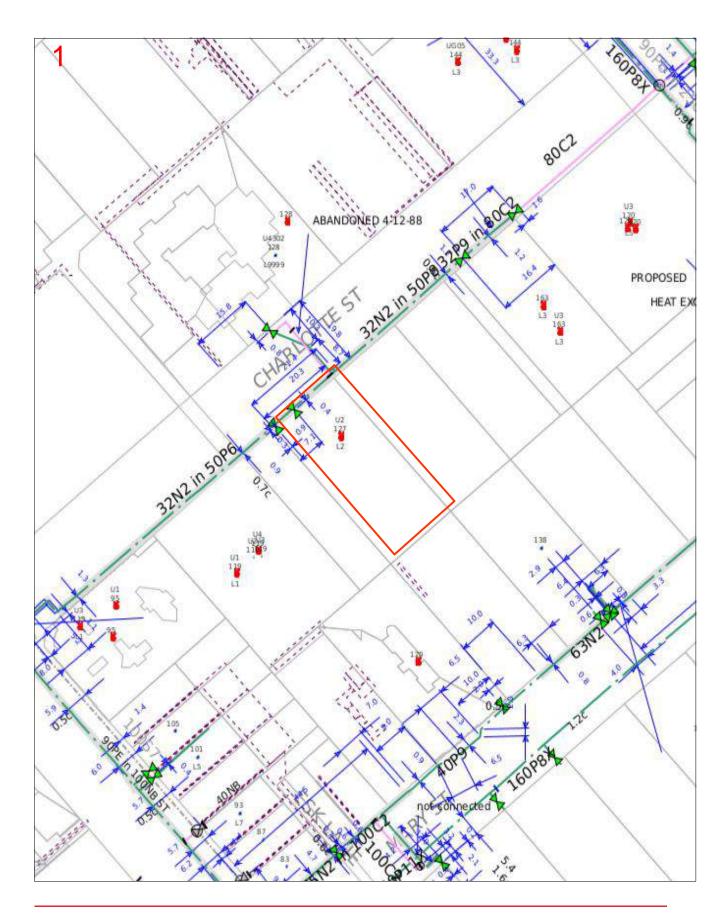
127 Charlotte Street Site Address:

Brisbane City

Sequence Number:

259290031

QLD 4000



Scale 1: 700

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



Enquiry Area

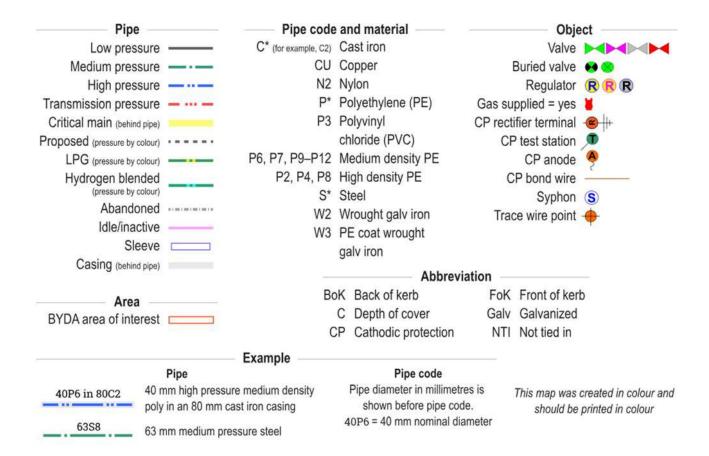


Map Key Area





Legend



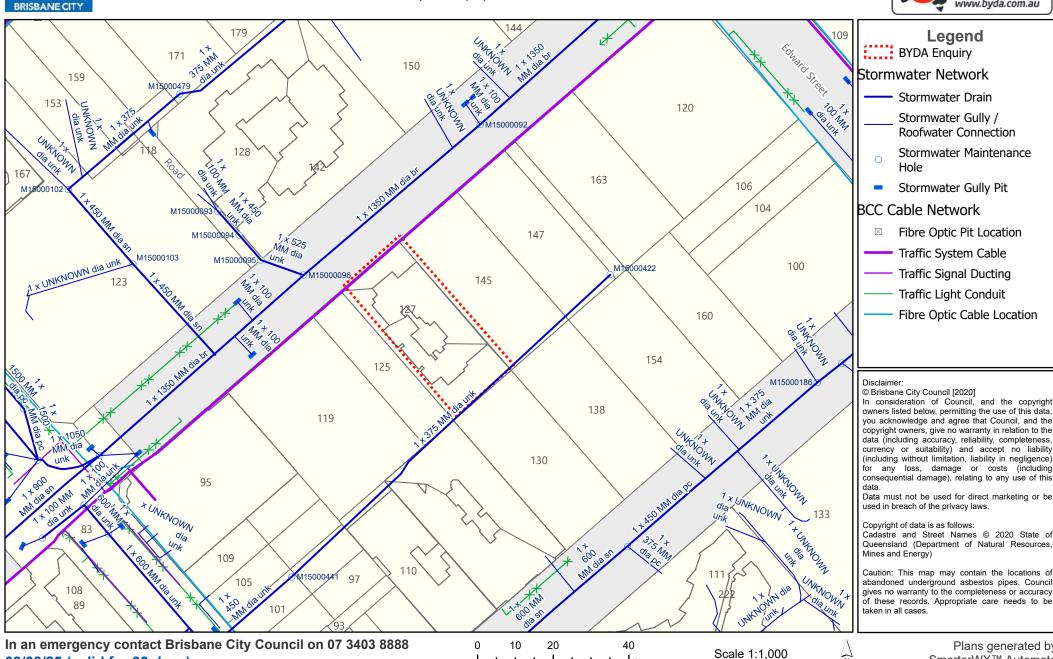


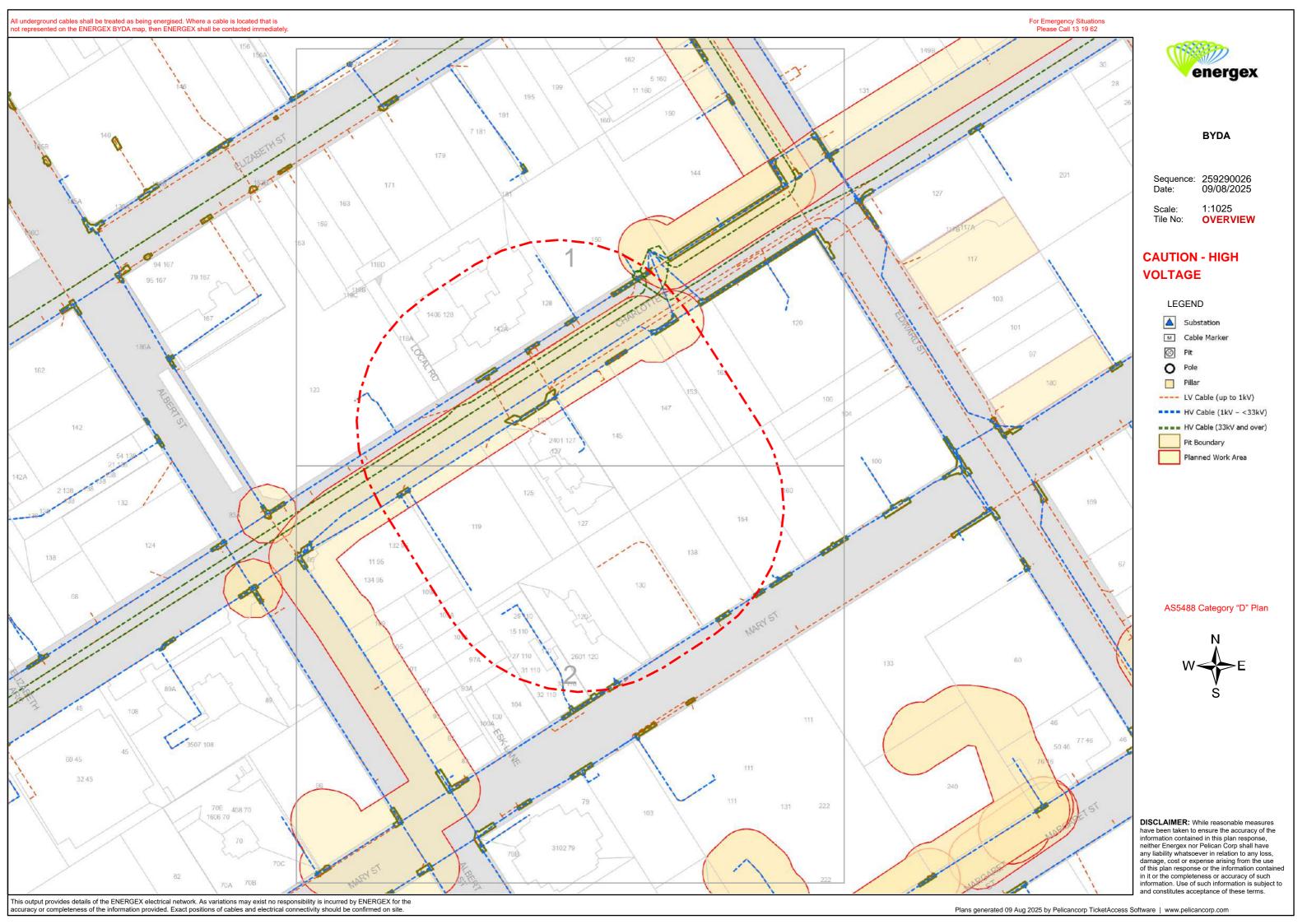
09/08/25 (valid for 30 days)

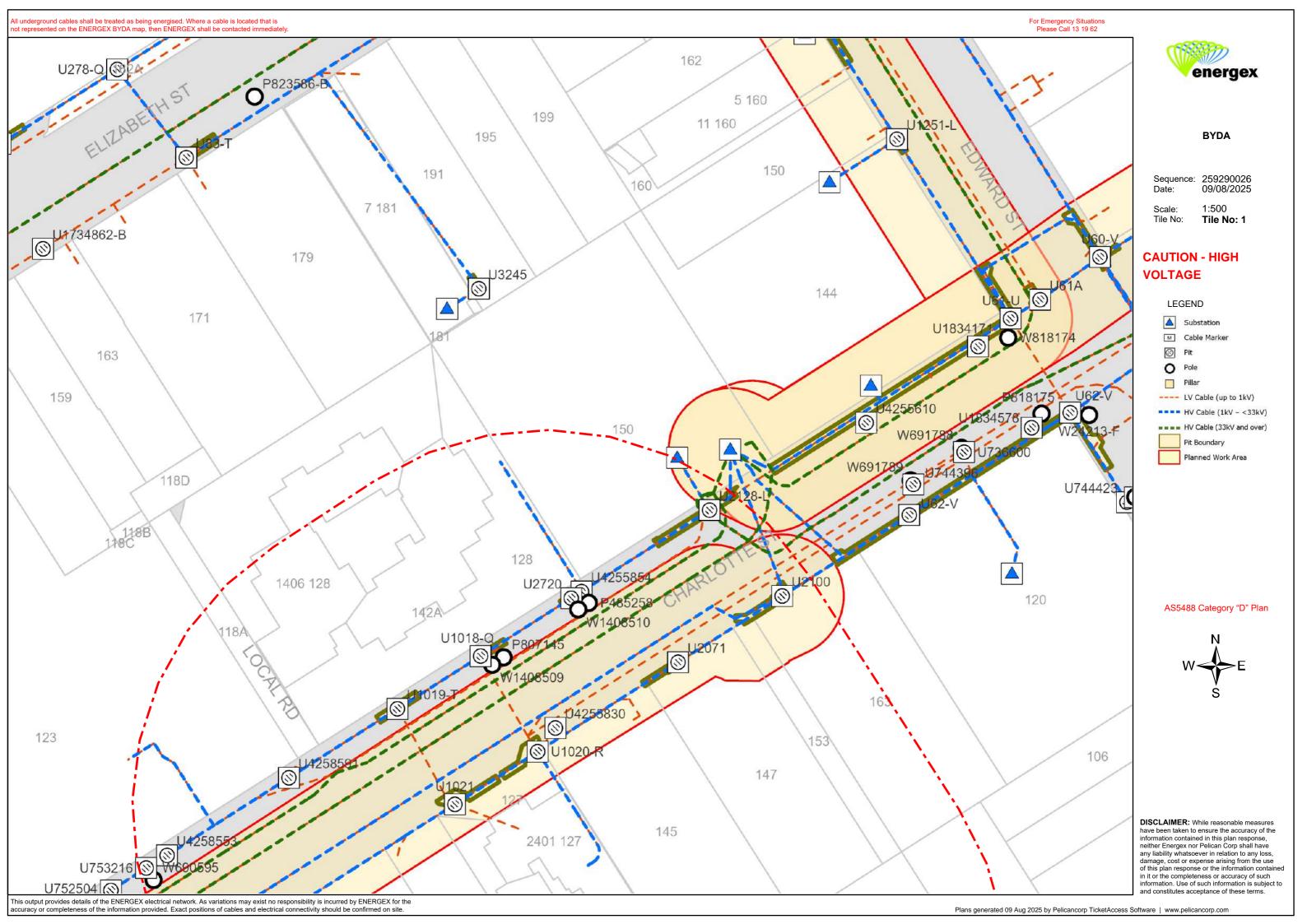
Job # 50873910 Sea # 259290025

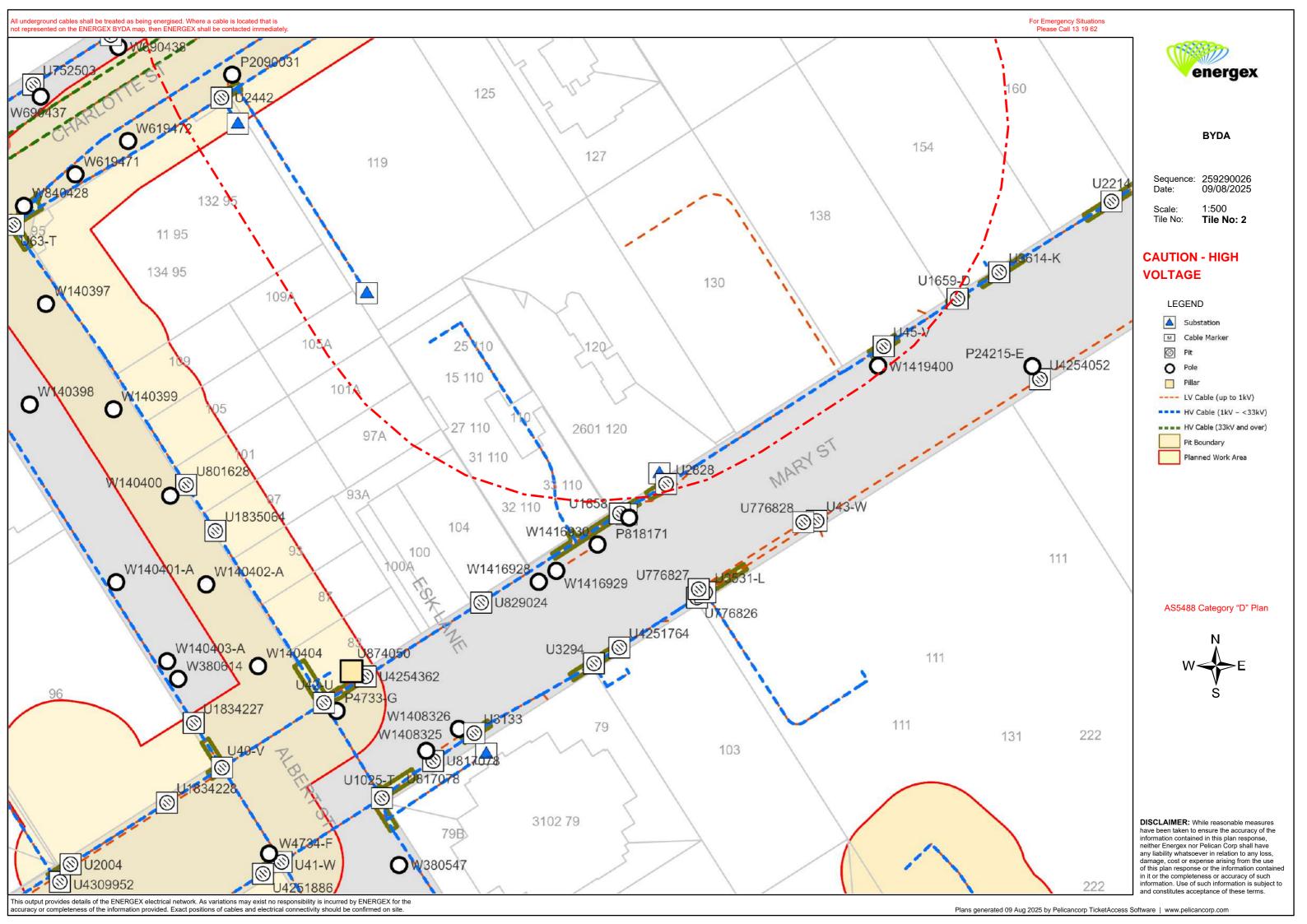
Provider: Brisbane City Council Telephone: (07) 3403 8888



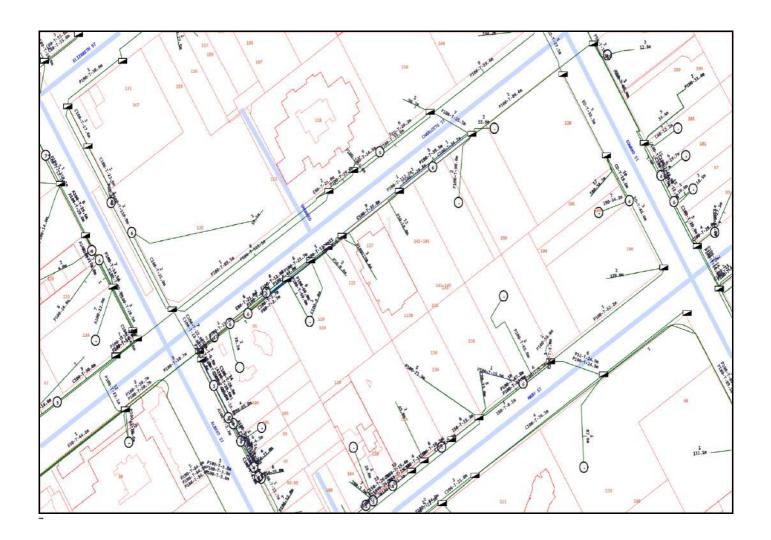






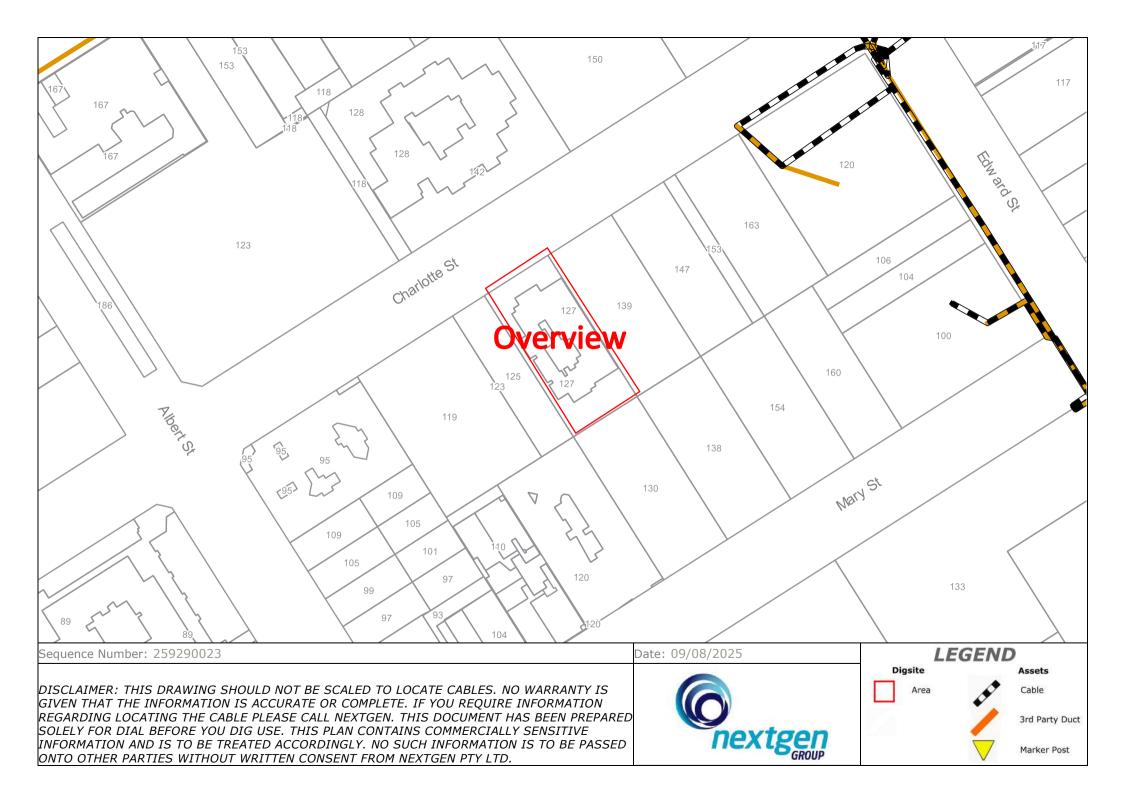


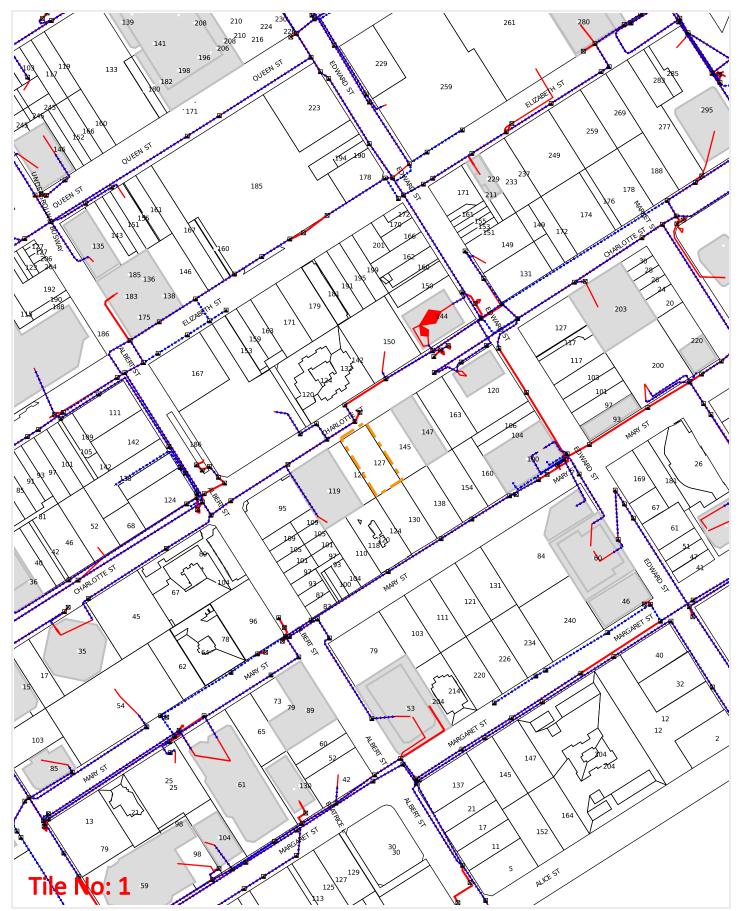
+	LEGEND nbn 🔘	
34	Parcel and the location	
3	Pit with size "5"	
② €	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.	
	Manhole	
\otimes	Pillar	
PO - T- 25.0m P40 - 20.0m	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "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.	
3 1 9	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.	
-00-	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.	
-0-0-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.	
-00-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.	
BROADWAY ST	Road and the street name "Broadway ST"	
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m	



Emergency Contacts

You must immediately report any damage to the ${\bf nbn}^{\,{\rm m}}$ network that you are/become aware of. Notification may be by telephone - 1800 626 329.





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Sequence Number: 259290022 Date Generated: 09 Aug 2025



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



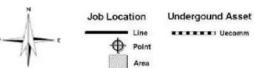




Scale: 1:2500 Printed on: 09 Aug 2025

Sequence Number: 259290022

Location: 127 Charlotte Street, Brisbane City, QLD 4000



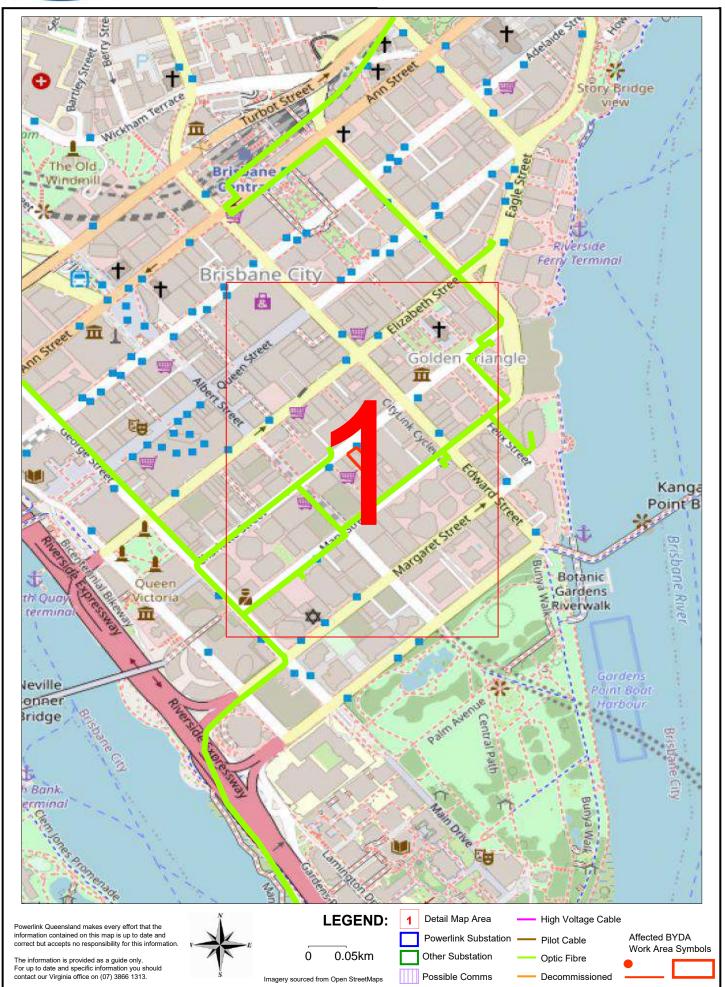
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Date: 09/08/2025



Overview Map

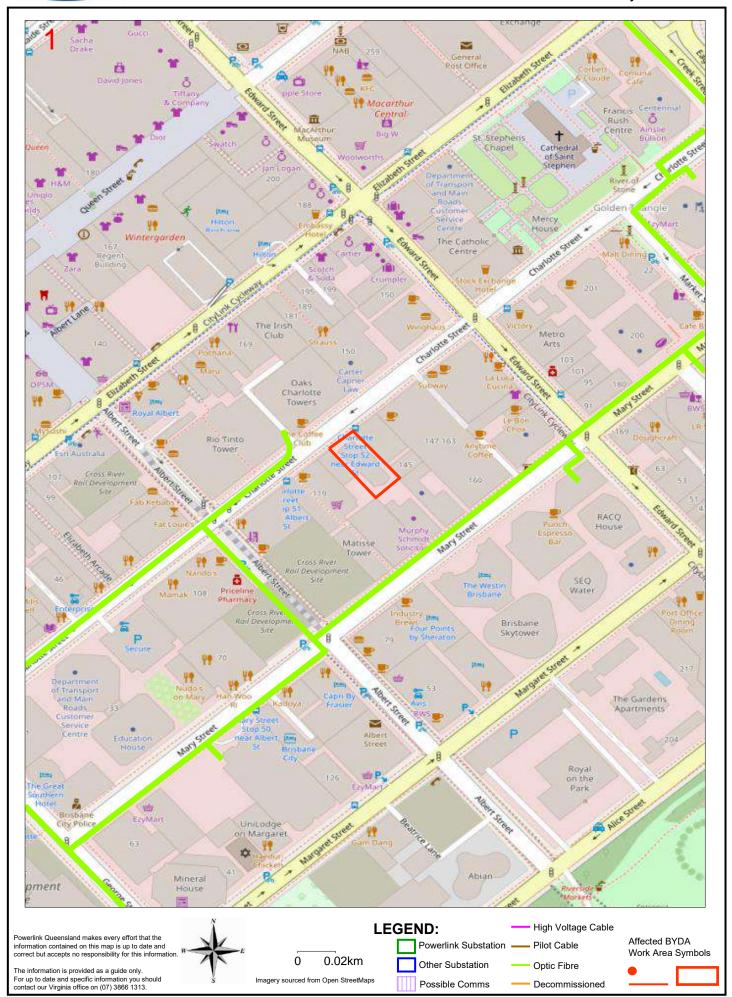
Enquiry No: 259290029 127 Charlotte Street Brisbane City



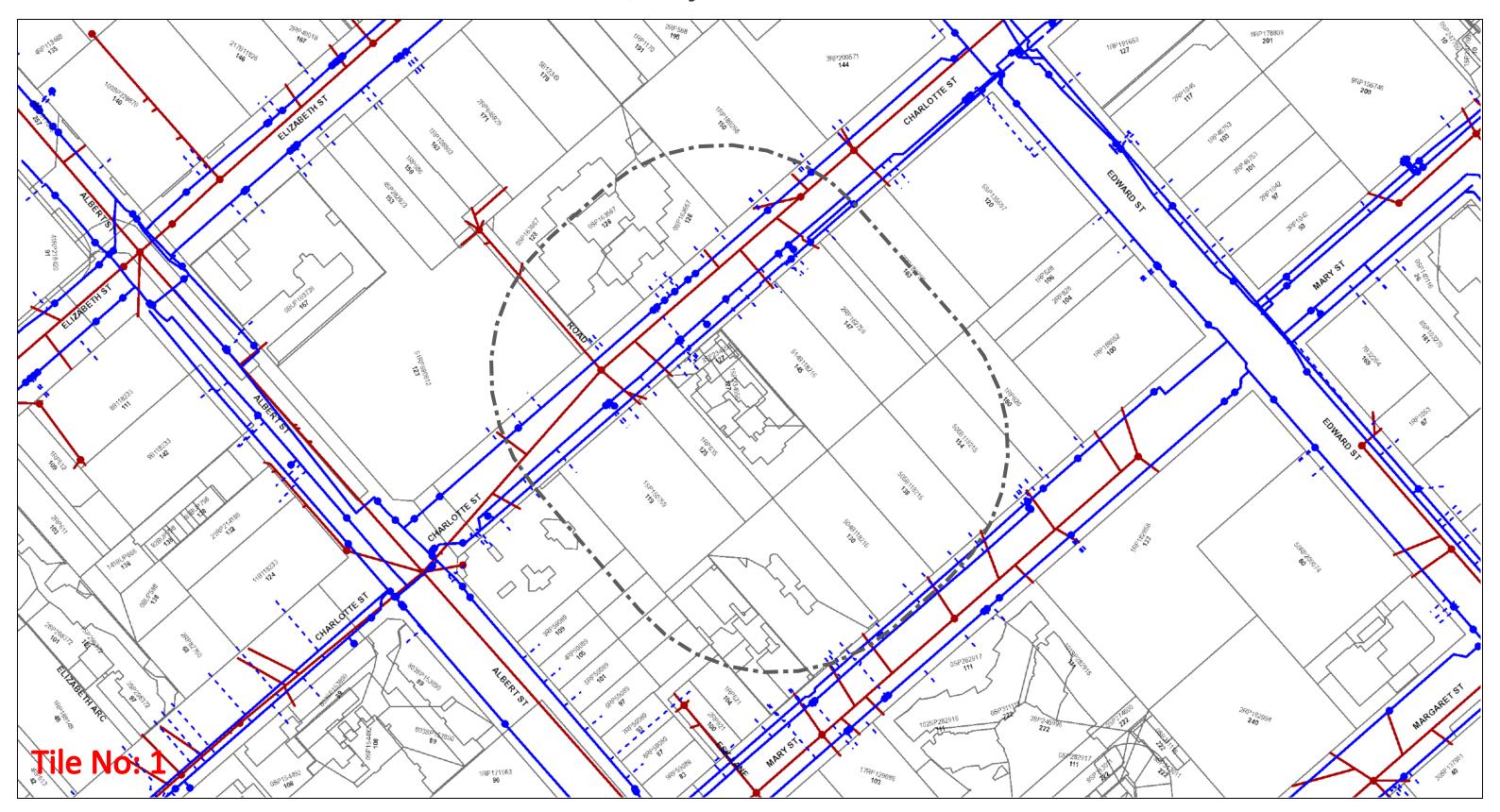
Date: 09/08/2025



Enquiry No: 259290029 127 Charlotte Street Brisbane City



Urban Utilities - Water, Recycled Water and Sewer Infrastructure





1:1000

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

BYDA Reference No: 259290028

Date BYDA Ref Received: 09/08/2025 Date BYDA Job to Commence: 09/08/2025 Date BYDA Map Produced: 09/08/2025

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

Sewer

- Infrastructure
- Major Infrastructure

 Network Pipelines

Network Structures

Water

- Infrastructure
- Major Infrastructure
- ines Network Pipelines
 tures Network Structures
 - --- Water Service (Indicative only)

Recycled Water

- Infrastructure
- Major Infrastructure
- Network Pipelines
- Network Structures

While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp hall 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 or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

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

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

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

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

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

ABN 86 673 835 011



LEGEND Cable Jointing Pit Exchange (number / Letter indicating Pit Type) (Major Cable Present) Footway Access Chamber Elevated Joint (can vary from 1-lid to 12-lid) (above ground joint on buried cable) Pillar / Cabinet Telstra Plant in shared Utility trench (above ground / free standing) Aerial Cable Above ground complex equipment housing (eg RIM) Please Note: This equipment is powered by 240V Electricity Aerial Cable (attached to joint Use Pole eg. Power) oc Other Carrier Telecommunications Cable/Asset Direct Buried Cable Distribution cables in Main Cable ducts Dist Marker Post Installed Main Cable ducts on a Distribution plan MC Blocked or damaged duct. Buried Transponder Roadside / Front Boundary 2 pair lead-in to property from pit in street 1 Marker Post, Transponder pair working (pair ID 059) Optical Fibre cable direct buried 1 pair dead (i.e. spare, not connected) Side / Rear Property Boundary Property Number Some examples of conduit type and size: Single to multiple round conduit Configurations 1.2.4.9 respectively A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galanised iron, E - Earthenware (attached text denotes conduit type and size) Conduit sizes nominally range from 20mm to 100mm P50 50mm PVC conduit Multiple square conduit P100 100mm PVC conduit Configurations 2, 4, 6 respectively A100 100mm asbestos cement conduit (attached text denotes conduit type and size) Some Examples of how to read Telstra Plans One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair -50 cable between two 6-pits. approximately 20.0m apart, with a direct buried 30-pair cable along the same route 20.0 AA - (cable information) Two separate conduit runs between two footway access AB - (cable information) chambers (manholes) approximately 245m apart A nest of four BA - (cable information) 100mm PVC conduits (P100) containing assorted cables in three P100 ducts (one being empty) and one empty 100mm concrete duct (C100) along 245.0

Protect our Network:

by maintaining the following distances from our assets:

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

For more info contact a <u>CERTLOC Certified Locating Organisation (CLO)</u> or Telstra Location Intelligence Team 1800 653 935

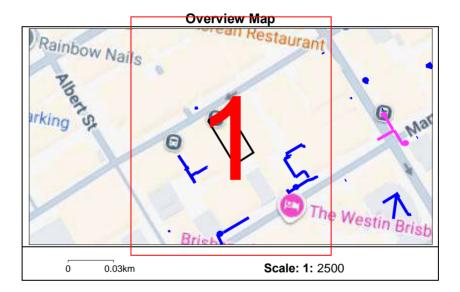
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances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

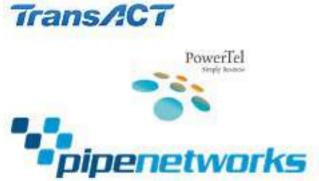
Minimum assets clearance distances.

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

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- Privacy Notice Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG's privacy policy, see www.tpg.com.au/about/privacy.
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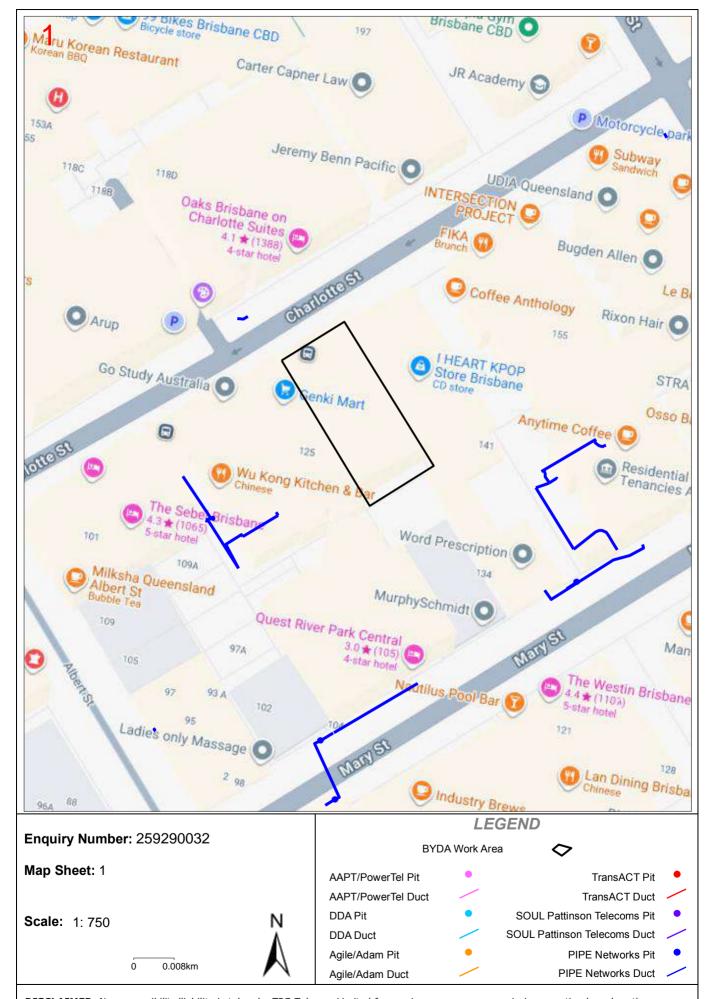








TPG Telecom Limited



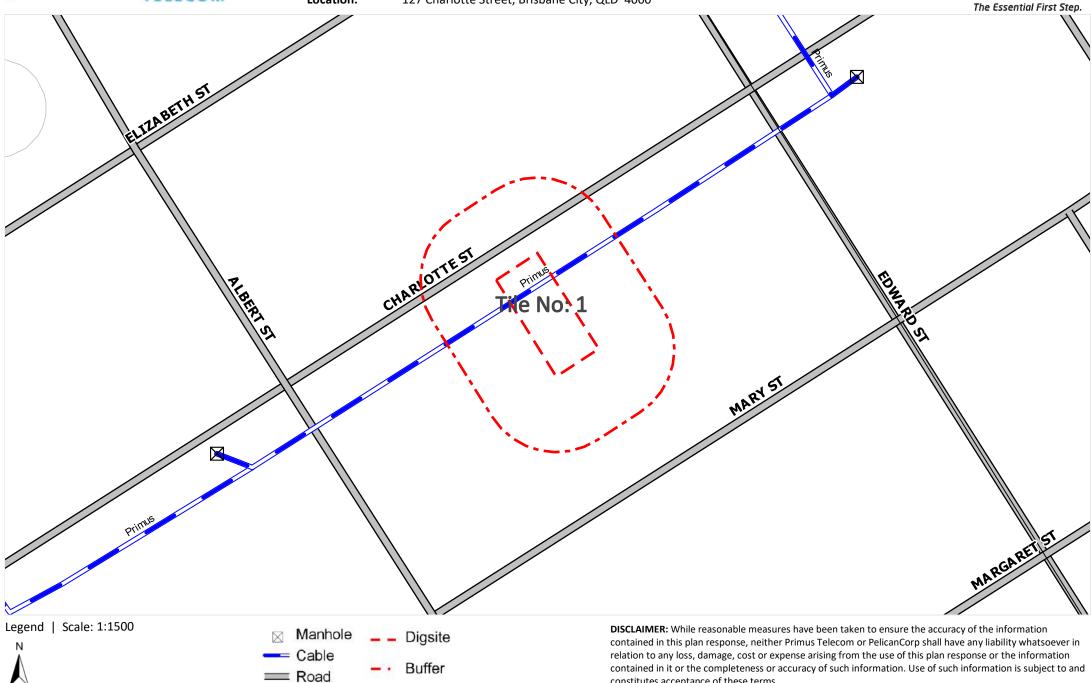
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Sequence No: 259290024 Job No: 50873910



Location: 127 Charlotte Street, Brisbane City, QLD 4000



constitutes acceptance of these terms.

Statutory Encumbrances Summary

Property Address: Unit 1203, 127 Charlotte St, Brisbane City QLD 4000

- 1 Brisbane City Council Sewerage, water supply and stormwater infrastructure exist within or adjoining the property. This includes sewer mains, water reticulation mains, stormwater drainage and associated access points.
- 2 Urban Utilities Water supply and sewerage infrastructure assets may be located within or adjacent to the property, including sewer mains, maintenance structures and related facilities.
- 3 Energex Electrical infrastructure, both underground and overhead, is located within or adjoining the property. This may include substations, distribution lines, poles, conduits and associated electrical assets.
- 4 NBN Co. Telecommunications infrastructure is present in the locality, which may include underground pits, conduits and associated cabling required for network services.
- 5 Telstra Corporation Telecommunications assets are located within or adjacent to the property, including underground conduits, ducts, pits and cabling.

	IEENSLAND TITLES REGISTR nd Title Act 1994, Land Act 1994		GENERAL	REQUEST	Duty Imprint	FORM 14 Version of 1
]	723662033 EC 470 \$113.04 11/11/2024 13:56:00	FICE USE	lation and is			•
	ed to mangam publicly searchad Department's website.	ne records. For more intom	naucn see			
1.	Nature of request REQUEST TO RECORMANAGEMENT STAT 127 CHARLOTTE STR SCHEME 44257	EMENT FOR		Lodger (Name, addi BUGDEN ALLEN GPO BOX 2624 BRISBANE QLD 4 07 3905 9260 KEVIN@BAGL.CO		er) Lodger Code BE 2480
2.	Lot on Plan Descripti COMMON PROPERTY 127 CHARLOTTE STR COMMUNITY TITLES	Y OF REET				Title Reference 50899381
3.	Registered Proprietor BODY CORPORATE F		E STREET C	OMMUNITY TITLE	S SCHEME 44257	
4.	Interest NOT APPLICABLE					
5.	Applicant					
	BODY CORPORATE F	OR 127 CHARLOTT	E STREET C	OMMUNITY TITLE	S SCHEME 44257	
Εc	• •	ew community manage	gement schen	ne statement depor	sited herewith which	amends Schedule unity Titles Scheme

SOLICITOR, BRISBANE

TSUNG HAN KEVIN PAI

UEENSLAND TITLES REGISTRY	FIRST/NEW	COMMUNITY	MANAGEMI	ENT STA	TEMENT
---------------------------	-----------	-----------	----------	---------	--------

Body Corporate and Community Management Act 1997

CMS Version 4 Page 1 of 38 4()

44257

TED WITH: L REQUEST; AND

A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

> Office use only CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

Name of community titles scheme

127 Charlotte Street Community Titles Scheme 44257

Regulation module

Accommodation

3. Name of body corporate

Body Corporate for 127 Charlotte Street Community Titles Scheme 44257

Scheme land

Lot on Plan Description See Enlarged Panel

Title Reference

*Name and address of original owner

Not applicable

Reference to plan lodged with this statement Not applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*) Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable') Not applicable pursuant to s60(6) of the Body Corporate and Community Management Act 1997.

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

Execution by original owner/Consent of body corporate

Che Camaion 1008 · Ich

Signature of Committee Member

Position of Committee Member

Signature of Committee Member

BCCM EXECU

Position of Committee Member

*Execution

*Original owner to execute for a first community management statement *Body corporate to execute for a new community management statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

BCCM EXECUTION / RELEVANT CERTIFICATE

FORM 20 Version 2 Page 2 of [40]

. Community Titles Scheme (CTS) Name 127 CHARLOTTE STREET COMMUNITY TITLES SCHEME		CTS Number
		44257
. Module Type of	BCCM Scheme	Instrument being executed (using this certificate)
Accommodation	Module	New CMS
Execution by the	Body Corporate for the above So	cheme*
Signature		Signature
	/	* *** *******************************
Signer Name	JOHN ANTHONY COLEMAN	Signer Name
Signer Name Signer Authority	JOHN ANTHONY COLEMAN Legal Practitioner acting for the Body Corporate	Signer Name Signer Authority
	Legal Practitioner acting for the	

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

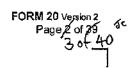
Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is <u>applicable only to Standard Module, Small Schemes Module and Accommodation Modules</u>. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the Acquisition of Land Act 1967 and Section 51 or 51A of the Body Corporate and Community Management Act 1997. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

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

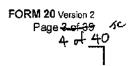


127 Charlotte Street Community Titles Scheme 44257

4. Scheme land

Description of Lot	Title Reference
Common Properly for 127 Charlotte Street Community	50899381
Titles Scheme 44257	
Lot 501 on SP234557	50899382
Lot 502 on SP234557	50899383
Lot 503 on SP234557	50899384
Lot 601 on SP234557	50699385
Lot 602 on SP234557	50899386
Lot 603 on SP234557	50899387
Lot 604 on SP234557	50899388
Lot 605 on SP234557	50899389
Lot 606 on SP234557	50899390
Lot 607 on SP234557	50899391
Lot 701 on SP234557	50899392
Lot 702 on SP234557	50899393
Lot 703 on SP234557	50899394
Lot 704 on SP234557	50899395
Lot 705 on SP234557	50899396
Lot 706 on SP234557	50899397
Lot 801 on SP234557	50899398
Lot 802 on SP234557	50899399
Lot 803 on SP234557	50899400
Lot 804 on SP234557	50899401
Lot 805 on SP234557	50899402
Lot 806 on SP234557	50899403
Lot 807 on SP234557	50899404
Lot 901 on SP234557	50899405
Lot 902 on SP234557	50899406
Lot 903 on SP234557	50899407
Lot 904 on SP234557	50899408
Lot 905 on SP234557	50899409
Lot 906 on SP234557	50899410
Lot 1001 on SP234557	50899411
Lot 1002 on SP234557	50899412
Lot 1003 on SP234557	50899413
Lot 1004 on SP234557	50899414
Lot 1005 on SP234557	50899415

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

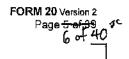


Lot on Plan Description	Title Reference
Lot 1006 on SP234557	50899416
Let 1101 on SP234557	50899417
Lot 1102 on SP234557	50899418
Lot 1103 on SP234557	50899419
Lot 1104 on SP234557	50899420
Lot 1105 on \$P234557	50899421
Let 1106 on SP234557	50899422
Lot 1201 on SP234557	50899423
Lot 1202 on SP234557	50899424
Lot 1203 on SP234557	50899425
Lot 1204 on SP234557	50899426
Lot 1205 on SP234557	50899427
Lot 1206 on SP234557	50899428
Lot 1301 on SP234557	50899429
Lot 1302 on SP234557	50899430
Lot 1303 on SP234557	50899431
Lot 1304 on SP234557	50899432
Lot 1305 on SP234557	50899433
Lot 1306 on SP234557	50899434
Lot 1401 on SP234557	50899435
Lat 1402 on SP234557	50899436
Lot 1403 on SP234557	50899437
Lot 1404 on SP234557	50899438
Lot 1405 on SP234557	50899439
Lot 1406 on SP234557	50899440
Lot 1501 on SP234557	50899441
Lot 1502 on SP234557	50899442
Lat 1503 on SP234557	50899443
Lot 1504 on SP234557	50899444
Lot 1605 on SP234657	50899445
Lot 1506 on SP234557	50899446
Lot 1601 on SP234557	50899447
Lat 1602 on SP234557	50899448
Lot 1603 on SP234557	50899449
Lol 1604 on SP234557	50899450
Lot 1605 on SP234557	50899451
Lot 1606 on SP234557	50899452

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000 FORM 20 Version 2 Page 4-of 29 34 5 of 40

Description of Lot	Title Reference
Lot 1701 on SP234557	50899453
Lol 1702 on SP234557	50899454
Lot 1703 on SP234557	50899455
Lot 1704 on SP234557	50899456
Let 1705 on SP234557	50899457
Lot 1706 on SP234557	50899458
Lot 1801 on SP234557	50899459
Lot 1802 on SP234557	50899460
Lot 1803 on SP234557	50899461
Lot 1804 on SP234557	50899462
Lot 1805 on SP234557	50899463
Lot 1806 on SP234557	50899464
Lot 1901 on SP234557	50899465
Lot 1902 on SP234557	50899466
Lot 1903 on SP234557	50899467
Lot 1904 on SP234557	50899468
Lot 1905 on SP234557	50899469
Lot 1906 on SP234557	50899470
Lat 2001 on SP234557	50899471
Lot 2002 on SP234557	50899472
Lot 2003 on SP234557	50899473
Lot 2004 on SP234557	50899474
Lot 2005 on SP234557	50899475
Lot 2006 on SP234557	50899476
Lot 2101 on SP234557	50899477
Lot 2102 on SP234557	50899478
Lot 2103 on SP234557	50899479
Lot 2104 on SP234557	50899480
Lot 2105 on SP234657	50899481
Lot 2106 on SP234557	50899482
Lot 2201 on SP234557	50899483
Lot 2202 on \$P234557	50899484
Lat 2203 on SP234557	50899485
Lat 2204 on SP234557	50899486
Lat 2205 on SP234557	50899487
Lot 2206 on \$P234557	50899488
Lot 2301 on SP234557	50899489
Description of Lot	Title Reference

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



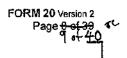
CONTRACTOR OF THE PARTY OF THE	
Lot 2302 on SP234557	50899490
Lot 2303 on SP234557	50899491
Lot 2304 on SP234557	50899492
Lot 2305 on SP234557	50899493
Lot 2306 on SP234557	50899494
Lot 2401 on SP234557	50899495
Lot 2402 on SP234557	5089949 6
Lot 2403 on SP234557	50899497
Lot 2404 on SP234557	50899498
Lot 2405 on SP234557	50899499
Lot 2406 on SP234557	50899500
Lot 2501 on SP234557	50899501
Lot 2502 on SP234557	50899502
Lot 2503 on SP234557	50899503
Lot 2504 on SP234557	50899504
Lot 2505 on SP234557	50899505
Lot 2506 on SP234557	50899506
Lot 2601 on SP234557	50899507
Lot 2602 on SP234557	50899508
Lot 2603 on SP234557	50899509
Lot 2604 on SP234557	50899510
Lot 2605 on SP234557	50899511
Lot 2606 on SP234557	50899512
Lot 2701 on SP234557	50899513
Lot 2702 on SP234557	50899514
Lot 2703 on SP234557	50899515
Lot 2704 on SP234557	50899516
Lot 2705 on SP234557	50899517
Lot 2706 on \$P234557	50899518
Lot 2801 on SP234557	50899519
Lot 2802 on SP234557	50899520
Lot 2803 on SP234557	50899521
Lot 2804 on SP234557	50899522
Lot 2805 on SP234557	50899523
Lot 2806 on SP234557	50899524

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

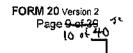
Lot on Plan	Contribution	Interest
Lot 501 on SP234557	18	21
Lot 502 on SP234557	18	21
Lot 503 on SP234557	19	23
Lot 601 on SP234557	18	33
Lot 602 on \$P234557	17	20
Lot 603 on SP234557	17	30
Lot 604 on SP234557	17	21
Lot 605 on SP234557	17	12
Lot 606 on SP234557	17	12
Lot 607 on SP234557	17	21
Lot 701 on SP234557	18	33
Lot 702 on SP234557	17	21
Lot 703 on SP234557	17	30
Lot 704 on SP234557	17	21
Lot 705 on SP234557	18	24
Lot 706 on SP234557	17	21
Lot 801 on SP234557	18	33
Lot 802 on SP234557	17	21
Lot 803 on SP234557	17	30
Lot 804 on SP234557	17	21
Lot 805 on SP234557	17	12
Lot 806 on SP234557	17	13
Lot 807 on SP234557	17	21
Lot 901 on SP234557	18	21
Lot 902 on SP234557	17	30
Lot 903 on SP234557	17	21
Lot 904 on SP234557	17	22
Lot 905 on SP234557	18	33
Lot 906 on \$P234557	17	32
Lot 1001 on SP234557	18	33
Lot 1002 on SP234557	17	21
Lot 1003 on SP234557	17	31
Lot 1004 on SP234557	17	21
Lot 1005 on SP234557	18	33
Lot 1006 on SP234557	17	22
Lot 1101 on SP234557	18	34
Lot 1102 on SP234557	17	21
Lot 1103 on SP234557	17	31
Lot 1104 on SP234557	17	22
Lot 1105 on SP234557	18	33
Lot 1106 on SP234557	17	22
Lot 1201 on SP234557	18	34
Lot 1202 on SP234557	17	21
Lot 1203 on SP234557	17	31

Lot on Plan	Contribution	Interest
Lot 1204 on SP234557	17	22
Lot 1205 on SP234557	18	33
Lot 1206 on SP234557	17	22
Lot 1301 on SP234557	18	34
Lot 1302 on SP234557	17	22
Lot 1303 on SP234557	17	31
Lot 1304 on SP234557	17	22
Lot 1305 on SP234557	18	33
Lot 1306 on SP234557	17	22
Lot 1401 on SP234557	18	34
Lot 1402 on SP234557	17	22
Lot 1403 on SP234557	17	31
Lot 1404 on SP234557	17	22
Lot 1405 on SP234557	18	34
Lot 1406 on SP234557	17	22
Lot 1501 on SP234557	18	35
Lot 1502 on SP234557	17	22
Lot 1503 on SP234557	17	32
Lot 1504 on SP234557	17	22
Lot 1505 on SP234557	18	34
Lot 1506 on SP234557	17	22
Lot 1601 on SP234557	18	35
Lot 1602 on SP234557	17	22
Lot 1603 on SP234557	17	32
Lot 1604 on SP234557	17	22
Lot 1605 on SP234557	18	34
Lot 1606 on SP234557	17	23
Lot 1701 on SP234557	18	35
Lot 1702 on SP234557	17	22
Lot 1703 on SP234557	17	32
Lot 1704 on SP234557	17	22
Lot 1705 on SP234557	18	34
Lot 1706 on SP234557	17	23
Lot 1801 on SP234557	18	35
Lot 1802 on SP234557	17	22
Lot 1803 on SP234557	17	32
Lot 1804 on SP234557	17	23
Lot 1805 on SP234557	18	34
Lot 1806 on SP234557	17	23
Lot 1901 on SP234557	18	35
Lot 1902 on SP234557	17	22
Lot 1903 on SP234557	17	32
Lot 1904 on SP234557	17	23
Lot 1905 on SP234557	18	35
Lot 1906 on SP234557	17	23
Lot 2001 on SP234557	18	36
Lot 2002 on SP234557	17	23
Lot 2003 on SP234557	17	33
Lot 2004 on SP234557	17	23

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994



Lot on Plan	Contribution	Interest
Lot 2005 on SP234557	18	35
Lot 2006 on SP234557	17	23
Lot 2101 on SP234557	18	36
Lot 2102 on SP234557	17	23
Lot 2103 on SP234557	17	33
Lot 2104 on SP234557	17	23
Lot 2105 on SP234557	18	35
Lot 2106 on SP234557	17	23
Lot 2201 on SP234557	18	36
Lot 2202 on SP234557	17	23
Lot 2203 on SP234557	17	33
Lot 2204 on SP234557	17	23
Lot 2205 on SP234557	18	35
Lot 2206 on SP234557	17	23
Lot 2301 on SP234557	18	36
Lot 2302 on SP234557	17	23
Lot 2303 on SP234557	17	33
Lot 2304 on SP234557	17	23
Lot 2305 on SP234557	18	35
Lot 2306 on SP234557	17	24
Lot 2401 on SP234557	18	36
Lot 2402 on SP234557	17	23
Lot 2403 on SP234557	17	33
Lot 2404 on SP234557	17	23
Lot 2405 on SP234557	18	36
Lot 2406 on SP234557	17	24
Lot 2501 on SP234557	18	37
Lot 2502 on SP234557	17	23
Lot 2503 on SP234557	17	34
Lot 2504 on SP234557	17	24
Lot 2505 on SP234557	18	36
Lot 2506 on SP234557	17	24
Lot 2601 on SP234557	18	37
Lot 2602 on SP234557	17	23
	17	34
Lot 2603 on SP234557	17	24
Lot 2604 on SP234557	18	36
Lot 2605 on SP234557		24
Lot 2606 on SP234557	17	37
Lot 2701 on SP234557	18	
Lot 2702 on SP234557	17	24
Lot 2703 on SP234557	17	34
Lot 2704 on SP234557	17	24
Lot 2705 on SP234557	18	36
Lot 2706 on SP234557	17	24
Lot 2801 on SP234557	18	37
Lot 2802 on SP234557	17	24
Lot 2803 on SP234557	17	34
Lot 2804 on SP234557	17	24



Lot on Plan	Contribution	Interest
Lot 2805 on SP234557	18	36
Lot 2806 on SP234557	17	24
Total	2479	3914

1. Definitions

- 1.1 Terms that have a defined meaning in Schedule C have the same meaning in this Schedule.
- 2. Lot Entitlement Principles- Contribution Schedule Lot Entitlements
- 2.1 The principle under Section 46(7) of the Act on which the contribution schedule lot entitlements (CSLE) have been decided is the relativity principle.
- 2.2 The relativity principle is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to one or more particular relevant factors that are set out in section 46A(3)(a) to (e) of the Act (Factors) being:
 - (1) how the Scheme is structured;
 - (2) the nature, features and characteristics of the Lots;
 - (3) the purposes for which the Lots are used;
 - (4) the impact the Lots may have on the costs of maintaining the common property; and
 - (5) the market value of the Lots.
- 2.3 The CSLE for Lots are determined taking into account on or more of the Factors listed in clause 2.2 being in particular:
 - (1) the nature, features and characteristics of the Lots; and
 - (2) the impact the Lots may have on the costs of maintaining the Common Property.
- 2.4 Relevantly to those applicable Factors:
 - (1) differences between the gross floor areas of the Lots have been taken into account in considering the long-term maintenance costs for the external fabric of the Building in which the Scheme is located in the context of the impact the Lots have on Body Corporate costs maintaining Common Property; and
 - (2) for the Body Corporate costs of maintaining and repairing lifts, it is taken that all the Lots benefit from a lift and no differentiation has been made between the Lots in respect of their respective CSLE based on the occupancy capacity of the Lots and related use of lifts.
- 2.5 In determining the CSLE for Lots in the Scheme, the only differentiating aspect of the Factors mentioned in clause 2.3 is that referred to in clause 2.4(1) and this is reflected in the variances between Lots for the CSLE. A formula is used to determine the extent of the variation, as between the Lots, of their respective CSLE attributable to the application of the Factors and matters relevant to those Factors specified in clause 2.3 and clause 2.4(1) above. The formula is:

CLSE for a Lot = (A+D+E) x M (rounded to an integer) where:

(1) 'A' is a factor that represents each Lot's a share of costs in the Administrative Fund budgets allocated equally among each of the Lots, determined as:

'A' =G/H

where:

'G' = Admin Fund Base % which is Total Admin Fund, divided by Total Admin & Sinking Fund Budgets, multiplied by 100; and

'H' =Total number of Lots in Scheme

(2) 'D' is a factor that represents each Lot's share of costs in the Body Corporate's Sinking Fund budgets excluding that costs component of the Sinking Fund budget attributable to maintenance of the external fabric of the Building and then allocated equally among each of the Lots, determined as:

'D' = O/H

where:

'O' =Sinking Fund Base% which is Total Sinking Fund less any Sinking Fund amounts attributable to costs of external Building fabric maintenance, divided by Total Admin and Sinking Fund Budgets and multiplied by 100; and

'H' =Total number of Lots in Scheme

(3) 'E' is a factor that represents each Lot's share of the costs in Body Corporate's Sinking Fund budgets that are attributable to the cost of long term maintenance and repair of the external fabric of the Bullding (as Common Property) based on the relevant Lot's gross floor area as a proportion of the gross floor area of all Lots. This is determined as:

 $'E' = (1/J)^*P$

Where:

T = gross floor area for the lot;

'J' =total gross floor area for all Lots; and

'P' = Sinking Fund Area % which is any Sinking Fund amounts attributable to costs of external Building fabric maintenance, divided by Total Admin and Sinking Fund Budgets and multiplied by 100

- (4) 'M' is a multiplier used to convert the CSLE to a range of whole numbers for administrative purposes this factor is common to all Lots' CSLE determinations
- 3. Lot Entitlement Principles Interest Schedule Lot Entitlements
- 3.1 The interest schedule lot entitlements for the Lots reflect the respective market values of the Lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

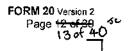
The By-Laws for 127 Charlotte Street Community Titles Scheme are set out in this Schedule:

1. By-law 1 - Definitions and Interpretations

1.1 Definitions

In these By-laws:

- Act means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) Adjacent Lot means a lot in the Building, that is not part of the Scheme land;
- (3) Body Corporate means the body corporate for the Scheme;
- (4) Body Corporate Asset means a body corporate asset for the Scheme;
- (5) Body Corporate Manager means a body corporate manager for the Scheme;
- (6) Building means the building on or comprising the Scheme land;
- (7) BMS means a building management statement affecting the Scheme land and Adjacent Lots;
- (8) Car Parking Facility means the car parking facilities for the Scheme, whether located on Scheme land or on an Adjacent Lot and which may be the subject of Rights, respectively;
 - (a) under exclusive use By-laws in this Schedule C; or
 - (b) comprising Body Corporate Assets;
- (9) CMS means this community management statement;
- (10) Code means the code in Schedule D of this community management statement;
- (11) Committee means the committee of the Body Corporate;
- (12) Common Property means the common property for the Scheme;
- (13) Costs means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (14) Development Approvals means development approvals and permits issued by a Government Agency (including those of an assessing authority or referral agency for a development approval or development permit) or under applicable law, for the Project and includes:
 - the development approval for material change of use and to carry out building works dated 12 June 2008 and referenced as Approval A001947397;
 - the approval given on 17 August 2010 of the application made on 18 June 2010 to change the development approval dated 12 June 2008;
 - (c) the approval(when granted) of the application made on 6 December 2010 to change the development approvals referred to in clause 2.3(6)(a) and 2.3(6)(b); and
 - (d) any further replacement, variation or modification of any relevant approval;



- (15) Facilities Agreements means agreements under which the Body Corporate obtains Rights in respect of facilities, services or amenities for the benefit of the Scheme and Owners which may constitute Body Corporate Assets;
- (16) Government Agency means any government or governmental body whether:
 - (a) legislative, judicial or administrative;
 - (b) a department, commission, authority, triburial, agency or entity;
 - (c) Commonwealth, state, territorial or local;
- (17) Improvements means:
 - (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (18) Invitees means each of the Owner's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Scheme land;
- (19) Law means any statute, act, rule, order, regulation or common law of Australia Which is enacted or decided by the Commonwealth of Australia, a State, Territory, local authority, Court or tribunal;
- (20) Local Government means the local government for the area in which the Scheme land is located;
- (21) Lot means a lot in the Scheme;
- (22) Obligation means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or liability;
- (23) Original Owner means Yanjian Group (Australia) Ply Ltd ACN 140 635 712;
- (24) Owner means the registered owner of a lot and includes the Owner's Invitees;
- (25) Manager's Lot means a Lot 2806 in the Scheme owned by a person holding Management Rights in the Scheme or an entity controlled by or related to that person;
- (26) Management Rights means the engagement and authorisation by the Body Corporate of an entity (which may be an Owner or an entity controlled by or related to that Owner) as service contractor and letting agent for the Scheme;
- (27) Requirement means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (28) Right included any legal, equitable, contractual, statutory or other right, power, authority, benefit, immunity, remedy, discretion or course of action;
- (29) Scheme means the 127 Charlotte Street Community Titles Scheme containing the Lots and the Common Property;
- (30) Service Infrastructure means any infrastructure for the provision of Services to the Scheme land;
- (31) Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for a Lot; and

(32) Works means works (consistent with all applicable Development Approvals) undertaken on the Scheme land by the Body Corporate or any Owner (as the case requires).

1.2 Interpretations

- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
 - (c) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in reptacement of that Statutory Provision.
- (2) "including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. By-law 2 - Building Management Statement

- 2.1 All Owners must observe the terms of the BMS and do nothing to impede or restrict the rights given under the BMS to the owners and occupiers of lots (including Adjacent Lots and Lots) to which the BMS applies.
- 2.2 The Committee may appoint 1 of its members (or as determined by resolution of the Committee) to act as representatives of the Body Corporate on the management group established under the BMS. The Committee may from time to time vary representatives by committee resolution and must report to the Body Corporate in respect of all matters considered by the management group as and when required.
- 2.3 In these By-laws reference to Common Property will, where the context permits, include a reference to any areas the subject of Rights that comprise Body Corporate Assets under the BMS (but subject always to the provisions of the BMS which prevail to the extent of any inconsistency).

3. By-law 3 - Obstruction of Common Property

- 3.1 An Owner must not obstruct lawful use of the Common Property by another person and, without limitation, obstruct access to:
 - (1) the Common Property or any Body Corporate Asset; or
 - (2) any easement giving access to a Lot or the Common Property.

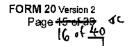
4. By-law 4 - Use of Common Property

- 4.1 An Owner must:
 - (1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
 - (2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset;

- (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets;
- (4) not damage or deface a lawn, garden, tree, shrub, plant, flower, water feature, pool or any other structure or thing on the Common Property; and
- (5) not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Owners or occupiers or any person lawfully using the Common Property.

5. By-law 5 - Improvements to Common Property

- 5.1 An Owner other than the Original Owner, must not make any Improvements without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the Regulation Module for the Scheme for the making of Improvements.
- 5.2 In giving its consent to any Improvement, the Body Corporate may:
 - (1) obtain advice from consultants; and
 - (2) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 5.3 Any Improvement made or sought to be made by an Owner:
 - (1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (2) comply with all Requirements.
- 5.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.
- 6. By-law 6 Garbage Disposal
- 6.1 The Body Corporate may establish a garbage disposal system (**Disposal System**) for the Scheme. The Disposal System may provide for any of the following:
 - (1) permitted means and times for garbage disposal and removal;
 - (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
 - (3) designation of areas on Common Property for the storage and collection of garbage;
 - (4) arrangements for separation and sorting of garbage;
 - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
 - (6) requirements for the disposal of garbage to meet the particular requirements of any Lot.
- 6.2 The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of costs to the Body Corporate of providing services under the Disposal System in accordance with the Regulation Module for the Scheme.
- 6.3 Each Owner must:
 - (1) comply with all Requirements relating to the disposal of garbage;
 - (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;



- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
- (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage.
- 6.4 The Body Corporate and all Owners must observe any provisions of the BMS regulating the disposal of garbage from the Scheme land or which otherwise relate to or impact upon the Disposal System.

By-law 7 - Signage

- 7.1 Subject to By-law 7.5, By-law 19 and By-law 21, an Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.
- 7.2 The Body Corporate's consent under this By-law 7 must not be unreasonably withheld and, subject to the Act and Regulation Module for the Scheme, the Body Corporate's approval may be given by the Committee.
- 7.3 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.
- 7.4 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.
- 7.5 Despite anything in this by-law:
 - (1) subject to By-law 7.5(2), a service contractor or letting agent is entitled to place signs on the Common Property or any Lot owned by the service contractor or letting agent unless the provisions of the relevant engagement or authorisation stipulate otherwise; and
 - (2) whilst the Original Owner is the Owner of any Lot, the Original Owner may erect maintain, authorise, and remove any signage on any part of the Common Property or any Lot owned by the Original Owner.
- 7.6 Any signage referred to in By-law 7.5 must be erected, maintained and removed at the expense of the relevant Owner.

8. By-law 8 - Use of Lots

- 8.1 An Owner must:
 - (1) observe all Requirements in connection with the use of the Owner's Lot;
 - (2) maintain the Owner's Lot in good order and condition;
 - (3) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type used for domestic purposes or which is consistent with the permitted use of the relevant Lot;
 - (4) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
 - (5) not overload any Services or Service Infrastructure or do anything that may cause Service Infrastructure (including waste pipes and drains) to become blocked or damaged and not to use Service Infrastructure for any purpose other than for which it was constructed;
 - (6) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
 - (7) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
 - (8) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
 - (9) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot;
 - (10) not cause disturbance to other persons lawfully using any Lot or Common Property;
 - (11) not allow any auction sale to be conducted within the Owner's Lot or from the Common Property without the

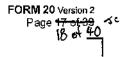
prior written consent of the Body Corporate; and

- (12) keep its Lot clean and tidy and free from vermin.
- An Owner must not, without the Body Corporate's prior written consent, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds. In particular, an Owner must not erect any fixed roof structures. The only shade structures allowed to be erected on either the roof or balcony areas are those erected by the Original Owner or otherwise agreed by the Body Corporate.
- 8.3 An Owner must not, without the Body Corporate's prior written consent hang washing, bedding or other clothes articles from any external part of the Lot if it is visible from another Lot or Lots or the Common Property, or from outside the Scheme land.
- An Owner of a Lot which contains a balcony, terrace, courtyard or sky garden area is responsible for the maintenance of that area whether it be included as part of a title to a Lot or by way of exclusive use of Common Property. An Owner must ensure that any plants kept in such areas are maintained in good health and condition and so as not to be offensive in appearance to other Owners and that the size and type of trees, shrubs, creepers, plants and the like must not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment of other Owners of their Lots or the Common Property.
- 8.5 All balconies and terraces, including glazing and operable windows, must remain as constructed. Neither the Body Corporate nor an Owner may install on the Common Property or a Lot respectively, any shutters, glazing, louvers or similar permanent fixtures additional to those installed on the Common Property or a Lot, as applicable, at the date of establishment of the Scheme.
- 8.6 Where an Owner fails to maintain or use its Lot in accordance with these By-laws, the Body Corporate may exercise any power it has under the Act to cause the Owner to rectify that non-compliance, and may exercise any rights of entry or access the Body Corporate has under the Act for that purpose.
- 8.7 In undertaking any Works (as defined in Schedule D) in relation to the Lot an Owner must comply with the terms of the Architectural and Landscaping Code in Schedule D of this CMS.
- 8.8 The Manager's Lot is the only Lot which may be used for the purposes of management and caretaking of Common Property and for Lots, and for the letting of Lots on behalf of the Owners of Lots and/or for the provision of ancillary services for the benefit of the Body Corporate and/or owners and occupiers of Lots in the Scheme, all other Lots (except a Lot to which By-law 8.9 applies) are to be used for residential purposes only.
- 8.9 Any lot which is lawfully able to be utilised for retail purposes under applicable Development Approvals may be used for those purposes in accordance with applicable Development Approvals and Requirements.

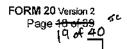
9. Noise

- 9.1 Owners must not make, or permit, any noise in the Lot or on Common Property which will, or will be likely to, unreasonably interfere in any way with the peaceful enjoyment of other Owners or occupiers or of any person lawfully using the Common Property.
- 9.2 In the event of any unavoidable noise in a Lot at any time, the Owner must take all practical means to minimise annoyance to other Owners or occupiers.
- 9.3 All musical instruments, radios, television receivers and sound equipment must be controlled so that they do not cause an annoyance to another Owner or occupier. Such equipment and instruments must not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible to any other Owner or occupier.
- 9.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during those hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.
- Owners must avoid the use of any appliance, which may cause noise nuisance to other Lots, between the hours of 10.00pm and 7:00am. Examples of appliances, which can cause noise nuisance, are dishwashers, washing machines, vacuum cleaners, and the like.

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994



- 9.6 Owners must not hold, or permit to be held, any social gathering that will cause noise that will unduly interfere with the quiet enjoyment of other Owners or occupiers.
- 9.7 Where the floor of a Lot (or part of it), including a balcony area, is a hard surface such as tile or timber, the Owner of that Lot must take reasonable steps to minimize the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures that should be taken to reduce such noise transmission.
- 9.8 Owners of Lots that contain any appliance, fixture or fitting that contributes to 'triggering' or exacerbating any 'water hammer' noise nuisance, must take steps to have the problem rectified, including the removal or modification of-the appliance, fixture or fitting (without limiting the Body Corporate's obligations under the Act and Regulation Module in respect of maintenance of Services and Service Infrastructure).
- 10. By-Law 10 Keeping of Animals
- 10.1 Subject to section 181 of the Act, an Owner must not, without the prior written consent of the Body Corporate, bring or keep an animal on a Lot or the Common Property.
- 10.2 An application to the Body Corporate for consent under By-law 10.1 must be accompanied by a photograph and description of the animal for which the consent is being sought.
- 10.3 The Body Corporate may in its absolute discretion give any consent required by this By-law 10 in respect of up to 1 domestic animal that weighs 10 kilograms or less or, where the Body Corporate otherwise determines as being suitable, a domestic animal of another weight or size. The consent:
 - (1) may be given subject to conditions;
 - (2) will be restricted to the animal the subject of the application;
 - (3) will not apply to any substitute or replacement animal; and
 - (4) subject to the Act and the Regulation Module for the Scheme, may be given by the Committee.
- 10.4 The consent of the Original Owner to an application by an Owner prior to the establishment of the Scheme to keep an animal on their Lot is consent for the purpose of By-law 10.1.
- 10.5 In addition to any conditions to the consent imposed under By-law 10.3(1), an Owner bringing or keeping an animal on a Lot or Common Property must:
 - (1) keep the animal:
 - (a) inside the Owner's Lot;
 - on a leash or carry the animal when the animal is leaving or entering the Building or traversing Common Property;
 - (2) clean up any mess caused by the animal; and
 - (3) ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the enjoyment by an Owner of occupier of any other Lot or of the Common Property.
- 10.6 If, in default of By-law 10.5(2), an Owner does not clean any mess caused by the animal, the Body Corporate may cause the mess to be cleaned and recover the Cost of doing so from the relevant Owner.
- 10.7 The Owner must not leave the animal in the Building unsupervised for more than 48 hours.
- 10.8 The Body Corporate may revoke any consent under this By-law 10 if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed.
- 10.9 The Owner must permanently remove the animal from the Building within 7 days of receiving written notice from



the Body Corporate of the revocation of consent given under By-law 10.2. Subject to the Act and the Regulation Module for the Scheme, the notice of revocation may be given by the Committee.

11. By-law 11 - Right of Entry

- 11.1 The Body Corporate, the Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:
 - (1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
 - (2) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure.
- 11.2 In case of emergency no notice wilt be required under By-law 11.1.
- 11.3 Anything undertaken by the Body Corporate under this By-law 11 will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.
- 11.4 In exercising its Rights under this By-law 11 the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

12. By-law 12 - Body Corporate Rights

- 12.1 Subject to the provisions of the Act and the Regulation Module for the Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner including, without limitation, restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure.
- 12.2 The Committee must ensure that any parts of the Common Property used for:
 - electrical substations or control panels;
 - (2) fire service control panels;
 - (3) telephone exchanges; and
 - (4) other services to the Lots and the Common Property;

are kept tocked unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee.

12.3 The Committee may:

- (1) designate any appropriate part of the Common Property to be used as a storeroom;
- (2) determine rules (for security purposes) under which Owners are given access to the storeroom; and
- (3) use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property and restrict access to those areas or make access to those areas conditional upon the consent of the Committee; and
- (4) determine rules relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirements and those rules are binding on the Owners.

13. By-law 13 - Security

- 13.1 The Body Corporate may establish and maintain a security system and provide security Services for the benefit of Owners and the Building.
- 13.2 Any security equipment installed on the Common Property for use in connection with a security system for the Building will remain the property of the Body Corporate and be maintained and repaired at the Cost of the Body Corporate, subject to the Body Corporate's Obligations under the Act and Regulation Module for the Scheme to recover Costs for the provision of those Services from users.

- 13.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.
- 13.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners in the Building.
- 13.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because the security system:
 - (1) fails or there is unauthorised entry to any part of the Common Property or a Lot; or
 - (2) is not at any particular time operational.
- 13.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency when no notice is required) to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security Services.
- 13.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security Services provided by the Body Corporate.
- By-law 14 Supply of Services
- 14.1 If permitted by any Law or Requirement governing the supply of Services, the Body Corporate may:
 - (1) establish and maintain an electricity supply system (System) for the Scheme; and
 - (2) as an on-supplier:
 - (a) purchase the relevant Service from a supplier; and
 - (b) on-supply that Service to Owners of Lots (collectively called Receivers).
- 14.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
 - (1) the supply of Services to the Body Corporate by a supplier,
 - (2) the on-supply of Services to Receivers; and
 - (3) Service Infrastructure used in connection with the System,

including, without limitation, agreements contemptated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of the relevant Services and the recovery of the Costs to the Body Corporate of supplying that Service.

- 14.3 The Body Corporate must calculate charges for electricity supply to Receivers only as permitted under the relevant electricity Law and Requirements governing on-supply by the Body Corporate and, in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its Obligations to recover the Costs of supplying the Service to Receivers.
- 14.4 If the Body Corporate charges Receivers a tariff rate for the supply of Services which is higher than the rate at which the Body Corporate purchases Services from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.
- 14.5 If the Body Corporate operates and maintains a System under this By-law, it may:
 - (1) enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of Services under the System and recover the costs of providing that Service (as required by the Act and Regulation Module for the Scheme) including charges for:
 - (a) Services supply;

- (b) Installation and connection to the System;
- (c) servicing and maintenance of the System to the extent it is utilised in the provision of the Service to a particular Receiver;
- (d) disconnection and reconnection fees; and
- (e) advance payments or security deposits to be provided in connection with electricity supply through the System;
- (2) establish the basis of Services charges for those Receivers which are not supplied by separate meter (if any) and for Common Property for the Scheme based on an estimate of Services consumption taking into account the number and type of Service fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate:
- (3) establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate; and
- (4) recover any amounts when due and payable from any Receiver under applicable accounts rendered and, if an account is unpaid by the due date:
 - (a) recover any unpaid amount as a liquidated debt;
 - (b) recover interest on any unpaid account;
 - disconnect the supply of reticulated Services to the relevant Receiver;
 - (d) charge a reconnection fee to restore Services supply to that Receiver; and
 - (e) increase the advance payment or security deposit for Service supply to the relevant Receiver, under the Act or other applicable legislation.

15. By-law 15 -Service Infrastructure

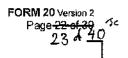
- 15.1 The Body Corporate may make repairs or renovations as ii deems necessary for the preservation of the Services and Service Infrastructure.
- 15.2 To the extent that Service Infrastructure is located within a Lot (other than in a Building), the Owner of the relevant Lot authorises and licences the Body Corporate to enter the Lot to undertake works in respect of the maintenance and repair of Service Infrastructure (Service Works).
- 15.3 In exercising the Rights under this By-law 15, the Body Corporate:
 - may engage contractors to undertake the Service Works;
 - (2) must take reasonable steps to minimise disruption to the Owner in undertaking Service Works and make good all damage caused to the Lot in undertaking Service Works; and
 - (3) give reasonable notice in writing to the Owner of the requirement for Service Works and arrangements for them (except in the case of an emergency in which case no notice is required).

16. By-law 16 - Parking of vehicles

- 16.1 Owners must not:
 - (1) park a vehicle, or allow a vehicle, motor cycle or bicycle to stand, other than in a designated area for parking of vehicles, motor cycles and bicycles respectively in the Car Parking Facility; or
 - (2) without the approval of the Body Corporate, park a vehicle, motor cycle or bicycle, or allow a vehicle, motor cycle or bicycle to stand, on any other part of the Common Property or any Adjacent Lot over which the Body Corporate holds Rights comprising Body Corporate Assets including under a BMS that applies to the Scheme land; and

- (3) permit an Invitee to park a vehicle, motor cycle or bicycle, or allow a vehicle, motor cycle or bicycle to stand, on the Common Property or any Adjacent Lot over which the Body Corporate holds Rights comprising Body Corporate Assets including under a BMS that applies to the Scheme land, other than in a designated area for parking of vehicles, motor cycles and bicycles respectively in the Car Parking Facility.
- 16.2 An approval under clause 16.1(2) must state the period for which it is given. The Body Corporate may cancel the approval by giving 7 days' written notice to the Owner.
- 16.3 Vehicles, motor cycles and bicycles:
 - (1) may only be driven or ridden, as applicable, on the parts of the Common Property or any areas the subject of Rights comprising Body Corporate Assets under the BMS that are designated for the purpose; and
 - (2) must be driven or ridden as applicable at a safe speed.
- 16.4 The Owner of a Lot must not, without the Body Corporate's written approval:
 - (1) ride a skateboard or roller blades, on the Common Property or any Adjacent lot the subject of Rights comprising Body Corporate Assets under the BMS; or
 - (2) permit an Invitee to ride a skateboard or roller blades, on the Common Property or any Adjacent Lot the subject of Rights comprising Body Corporate Assets under the BMS.
- 16.5 Any designated area for visitor parking in the Car Parking Facility must be used by bona-fide visitors only and an Owner must not park a vehicle, motor cycle or bicycle or allow a vehicle, motor cycle or bicycle to stand upon areas designated for visitor parking.
- 16.6 Owners must ensure that their Invitees use the areas designated for visitor parking in the Car Parking Facility only for its intended use of casual parking, within the rules set from time to time by the Committee.
- 16.7 The areas the subject of exclusive use rights under these By-laws are to be used only by Owners (and for the avoidance of doubt, their invitees). Designated areas for parking of vehicles, motor cycles and bicycles respectively in the Car Parking Facility must not be advertised as available for use by the general public and the Body Corporate must not allow a sign to be placed on any part of the Car Parking Facility or Scheme land advertising the availability of car parking to the general public.
- 17. By-law 17 Exclusive Use General
- 17.1 The Original Owner or the Original Owner's agent is authorised to altocate to Owners of lots exclusive use of parts of the Common Property or Body Corporate Assets identified by the Original Owner or the Original Owner's agent.
- 17.2 The Original Owner may make allocations under By-law 17.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property or Adjacent lot the subject of Rights comprising Body Corporate Assets over which exclusive use is given.
- 17.3 Without limitation to By-law 17.2, the Body Corporate:
 - is responsible for undertaking cleaning and maintenance works in respect of any area affocated to Owners under By-law 17.1 (unless otherwise stated in a condition to that allocation); and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-law 17.1 to the extent required to ensure that the Body Corporate complies with its Obligations to recover the Costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-law 17.
- 18. By-law 18 Exclusive Use Car Parks and Motorbike Parks
- 18.1 The Original Owner or the Original Owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property and Adjacent Lots the subject of Rights comprising Body Corporate Assets identified by the Original Owner or the Original Owner's agent for the purpose of car parking or motorbike parking.

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994



127 Charlotte Street Community Titles Scheme 44257

- 18.2 The Original Owner may make allocations under By-law 18.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property and Adjacent Lots the subject of Rights comprising Body Corporate Assets over which exclusive use is given.
- 18.3 Owners have exclusive use of those parts of Common Property and areas the subject of Rights comprising Body Corporate Assets identified in Schedule E for the purpose of car parking or motorbike parking.
- 18.4 Without limitation to By-law 18.1, the Body Corporate:
 - (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-law 18.1 (unless otherwise stated in a condition to that allocation) or identified under By-law 18.3; and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-law 18.1 to the extent required to ensure that the Body Corporate complies with its Obligations to recover the Costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-law 18.1 or identified under By-law 18.3.
- 18.5 Owners of Lots to which Rights of exclusive use attach under this By-law 16;
 - (1) are responsible for the maintenance and operating Costs associated with the exclusive use areas as invoiced by the Body Corporate under By-law 1.1(1);
 - (2) must not use the exclusive use areas as a workshop, trade or cottage industry purpose; acknowledge that the exclusive use areas are Intended primarily for the parking of motor vehicles and bicycles and not for the storage or household goods, cartons, boxes or the like;
 - (3) must keep the exclusive use areas clean and tidy at all times and must obey the reasonable directions of the Committee in relation to the keeping of the exclusive use areas;
 - (4) must not litter or use the exclusive use areas to create a nuisance to other Owners;
 - (5) must either arrange or allow the Body Corporate to arrange pest control treatments in respect of the exclusive use areas on a regular basis;
 - (6) must maintain the exclusive use areas in good order and condition or observe the requirements of the Body Corporate in respect of that maintenance;
 - (7) must not do anything in the exclusive use areas which would interfere to an unreasonable extent with the use and enjoyment of another Lot or the Common Property by another Owner or occupier; and
 - (8) must not enclose the exclusive use areas in any way or construct other improvements in respect of those exclusive use areas.

By-Law 19 - Exclusive Use - Storage

- 19.1 The Original Owner or the Original Owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property and the Adjacent Lots the subject of Rights comprising Body Corporate Assets identified by the Original Owner or the Original Owner's agent for the purpose of storage.
- 19.2 The Original Owner may make allocations under By-law 19.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property and Adjacent Lots the subject of Rights comprising Body Corporate Assets over which exclusive use is given.
- 19.3 Owners have exclusive use rights of those parts of Common Property and areas the subject of Rights comprising Body Corporate Assets identified in Schedule E for the purpose of storage.
- 19.4 Without limitation to By-law 19.1, the Body Corporate:
 - (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-law 19.1 (unless otherwise stated in a condition to that allocation) or identified under By-law 19.3; and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-law 19.1 to the extent required to ensure that the Body Corporate complies with its Obligations to recover the

Costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-law 19.1 or identified under By-law 19.3.

- 19.5 Owners of Lots to which Rights of exclusive use attach under this By-Law 19:
 - (1) are responsible for the maintenance and operating Costs associated with the exclusive use areas as invoiced by the Body Corporate under By-law 1.1(1);
 - (2) must not use the exclusive use areas as a workshop, trade or cottage industry purpose;
 - (3) must keep the exclusive use areas clean and tidy at all times and must obey the reasonable directions of the Committee in relation to the keeping of the exclusive use areas;
 - (4) must not litter or use the exclusive use areas to create a nuisance to other Owners;
 - (5) must either arrange or allow the Body Corporate to arrange pest control treatments in respect of the exclusive use areas on a regular basis;
 - (6) must maintain the exclusive use areas in good order and condition or observe the requirements of the Body Corporate in respect of that maintenance;
 - (7) must not do anything in the exclusive use areas which would interfere to an unreasonable extent with the use and enjoyment of another Lot or the Common Property by another Owner or occupier; and
 - (8) must not enclose the exclusive use areas in any way or construct other improvements in respect of those exclusive use areas.

20. By-law 20 - Original Owner's Rights

- 20.1 While the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law 20) remains an Owner of any Lot in the Scheme land, the Original Owner and its contractors, agents and those authorised by it, will be entitled to;
 - (1) place such signs and other advertising and display material in and about the Lots, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme land, and will not at any time, and from time to time be more in terms of number and size, than is reasonably necessary;
 - (2) pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme land;
 - (3) carry out any building works for any improvements, or installation of Service Infrastructure on the Scheme land as required to enable the Original Owner to complete forecast development and development authorised under Development Approvals, without objection to the noise, nuisance or other inconvenience which might arise from that (provided the Original Owner complies with this By-Law 20); and
 - (4) use the Common Property or lots in the Scheme owned by the Original Owner to:
 - give access to and egress from any part of the Scheme land with or without vehicles and equipment (or either of them);
 - (b) store building materials, vehicles, equipment or fill on the Scheme land; and
 - (5) install temporary fencing and services for construction purposes;
 - (6) complete development referred to in this By-law 20.
- 20.2 In exercising its rights under this By-law 20, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Owners and occupiers of their respective Lots and the Common Property.
- 20.3 While any construction or building operations are occurring on the Scheme land, Owners and occupiers of Lots and invitees must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions and any directions given to ensure

compliance with applicable Requirements.

21. By-law 21 - Display Unit

- 21.1 While the Original Owner is the Owner, occupier or tessee of a Lot, the Original Owner and its agents will be entitled to use that Lot as a display unit, and Where more than 1 Lot is occupied, leased or owned by the Original Owner, may use multiple Lots for that purpose.
- 21.2 The Original Owner and its agents are entitled to erect, maintain and remove at the expense of the Original Owner, signs and advertising on the Lots referred to in By-law 21.1 and Common Property as they think fit.

22. By-Law 22 - Invitees

- 22.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot
- 22.2 All Owners must compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 22.3 An Owner of a Lot must take all reasonable steps to ensure that invitees comply with these By-laws.

23. By-law 23 - Repairs and Renovations

23.1 The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

24. By-law 24 - Request to Secretary

24.1 An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Committee to the secretary of the Body Corporate or the Body Corporate Manager.

25. By-law 25 - Notices

25.1 Owners must comply with all notices displayed on the Common Property by the Body Corporate or any statutory authority.

26. By-law 26 - Copy of By-laws

26.1 Owners must provide any tenant or other occupier of a lot with a copy of these By-laws. These By-laws are binding on all occupiers of Lots and occupiers must comply with them.

27. By-law 27 - PABX Cabling

- 27.1 If the service contractor and authorised letting agent for the Scheme is entitled to operate a PABX telephone facility or similar Service Infrastructure within the Scheme, then for that purpose it is licensed to install, lay, use, repair, maintain and replace Service Infrastructure associated with the operation of the PABX or similar facility on the Common Property
- 27.2 Ownership of Service Infrastructure referred to in this By-law 27 does not pass to the Body Corporate notwithstanding its location on the Common Property.
- 27.3 The Body Corporate and the Owners must not interfere with the operation of the Service Infrastructure referred to in this By-law 27.
- 27.4 The service contractor and authorised letting agent must observe the reasonable directions of the Body Corporate in respect of installation of Service Infrastructure, referred to in this By-law 27, on the Common Property and make good any damage caused by its removal. Installation of Service Infrastructure referred to in this By-law 27 must not interfere with other Service Infrastructure or disrupt Services available through the Service Infrastructure constituting Common Property or otherwise located on the Scheme land.

28. By-law 28 - Cable TV

28.1 The Body Corporate and each Owner acknowledge that where any agreement exists with a Services supplier for the installation of Service Infrastructure and provision of cable television data or similar communication Services for the

benefit of the Scheme and Owners, the Body Corporate must:

- (1) allow the relevant party to the agreement to install Service Infrastructure on the Common Property as required to enable Owners to receive Services provided under the agreement; and
- (2) provide electricity supply, at the Cost of the Body Corporate, if necessary for the operation of Service Infrastructure installed on the Common Property as referred to in this By-law 28 and associated with the provision of the relevant Services.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. Definitions

1.1 In this Schedule D terms that are defined in Schedule C have the same meaning and Code means the Architectural and Landscape Code contained in this Schedule D.

2. Architectural and Landscaping Code

1.1 This Schedule D contains the Code for the Scheme.

3. Statement of Intent

- 3.1 The purpose of this Code is:
 - (1) to ensure a high standard of design and construction for the Scheme land is maintained to protect the investment of Owners and ensure that the Building, Common Property, facilities and Service Infrastructure and Services for the Scheme are maintained;
 - (2) enhance the visual attractiveness of the Scheme and provide a coordinated and consistent style and standard for the Scheme; and
 - (3) to ensure that design and landscaping conditions of Development Approvals and other conditions of Development Approvals are complied with on an ongoing basis.

4. Local Government Requirements

- 4.1 The Body Corporate and each Owner must ensure that they comply with the conditions of applicable Development Approvals for the Scheme land.
- 4.2 Nothing In this Code restricts or limits the operation of any Development Approval affecting the Scheme land or limits the rights of any assessing authority to impose conditions on future development of Scheme land.

5. Works

5.1 Any works must comply with applicable Requirements for those Works, including the provisions of Development Approvals and terms of this Code.

6. General Requirements for Works

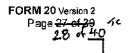
- 6.1 Without limiting anything else in this Code, if an Owner wishes to undertake Works, an Owner must:
 - observe all Requirements in respect of those Works and obtain any necessary Development Approval for those Works;
 - (2) comply with the provisions of the Act in respect of the conduct of those Works;
 - (3) notify the Committee of the Owner's intention to undertake Works and provide the Committee with copies of any information about the Works reasonable requested by the Committee, which may include:
 - (a) copies of Development Approvals and permits applicable for the Works;
 - (b) copies of plans and drawings in respect of the Works;

- copies of insurances in respect of the Works and the terms of any contract with a builder or service contractor in respect of the Works; and
- (d) evidence reasonably required by the Committee to satisfy itself that the Works will not breach a term of this Code:
- (4) meet all Costs of Works and any Costs of restoration of the Common Property necessitated as a consequence of the Works:
- (5) undertake the Works in a manner that minimises disturbance to other Owners or occupiers of Lots and observe any reasonable directions of the Committee given to ensure minimal disruption to other Owners;
- (6) give reasonable notice to the Committee of the anticipated during of the Works, the time at which access will be required in respect of the Works to parts of the Scheme land other than the Lot, and identify all builders or service contractors that will require access; and
- (7) keep the Committee informed as to the progress of the Works and respond to requests for information from the Committee promptly during the Works.
- 6.2 Clause 6.1 of this Code does not apply to limit the Original Owner's right to complete Development of the Scheme land or to exercise rights under By-law 19 in Schedule C of this CMS.
- 6.3 Hard floor surfaces e.g. tiling, timber etc. must not be installed without the prior written consent of the Body Corporate this includes any replacement of an existing hard floor surface. Where hard floor surfaces are installed, the Body Corporate may specify acoustic ratings which must be maintained which will be for hard floors over habitable areas between the Lot and any adjoining or adjacent Lot:
 - (1) Acoustic rating IC60 for bedrooms, dining areas, living areas, studies and kitchens; and
 - (2) Acoustic rating IIC55 for bathrooms, laundries and hallways.
- 6.4 This Code does not prevent an Owner from undertaking Works for the installation of any:
 - (1) locking or other safety device for protection of its Lot against intruders; or
 - (2) screen or other device to prevent entry of animals or insects upon its Lot,

provided that the Works are constructed in a workman-like manner in accordance with relevant Requirements and so as to maintain the fire-rating integrity as required, maintained in a state of good and serviceable repair by the Owner, and do not detract from the good appearance of the Building.

7. Responsibility for Contractors

- 7.1 Owners are responsible for any damage, Costs or other liabilities arising out of the undertaking of any Works, including damage, Costs or liabilities caused by service contractors engaged by the Owner in connection with the Works.
- 7.2 If damages, Costs or liabilities are suffered or incurred by the Body Corporate in respect of Common Property, Body Corporate Assets or parts of Buildings that are the responsibility of the Body Corporate, the Body Corporate may recover those Costs, liabilities or damages from the Owner as a liquidated debt and regardless of whether those Costs, damages or liabilities are caused by the Owner or service contractors engaged or authorised by the Owner in connection with the Works.
- 7.3 In addition to the requirements of the Original Owner's Development Approval, development of the Scheme land, including Lots, must comply with the lawful requirements of assessing authorities for design, construction and Landscaping.
- 7.4 Without limitation to clause 7.3, the Body Corporate and each Owner must ensure that:
 - landscaping on Common Property or Lots respectively is maintained to the satisfaction of the assessing authority;
 - (2) all landscaping complies with the landscape plan;



- (3) existing vegetation on the land in the Schemes is retained in its natural state as far as it is practicable to do so; and
- (4) no clearing, other than as permitted by an assessing authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant assessing authority.

8. Consistent Use Rights for Scheme Land Purpose

- 8.1 Each Owner acknowledges that the:
 - (1) Scheme is designed and intended to be used as a premium residential development; and
 - (2) Development Approval requires the maintenance and upkeep of the Scheme land to the design and operational specifications to which it has been constructed.

9. Standard of Lots and Common Property

9.1 Each Owner acknowledges that this Code relates to and requires minimum standards and specifications for the finishes and fittings, furnishing and other design standards for Scheme land and each Owner must ensure in the performance of its statutory Obligations under the Act to maintain its Lot in good condition and that it observes the provisions of this Code.

Connection to Service Infrastructure

- 10.1 The Original Owner may arrange for and undertake the installation of Service Infrastructure or connections to existing or new Service Infrastructure at any time where required to comply with Development Approvals for the development of the Scheme land or otherwise to implement development forecast in respect of the Scheme land under BMS.
- 10.2 During the course of Works to install Service Infrastructure access to certain areas of the Scheme land may be modified to the extent required to compty with Requirements associated with the undertaking of Works, including workplace health and safety requirements and the Owners must observe the reasonable directions of the Original Owner in respect of access to and from parts of the Scheme land in which those Works are being undertaken by the Original Owner.
- 10.3 Without limiting clause 10.1, Works undertaken for the matters referred to in this clause 10 may involve upgrading or relocation of existing Services and arranging for new Services and installation of new Service Infrastructure for those purposes without objection from the Body Corporate or Owners. The Body Corporate and Owners acknowledge that Service Infrastructure may be located in areas in the Scheme land on a temporary basis pending relocation.

11. Services Location Diagram

11.1 Service easements as defined in the Act are present on the Scheme land. The approximate location of these service easements are as shown on the Services Location Diagram which is attached to this CMS in Annexure A.

12. Statutory Easements

12.1 The following statutory easements under the Land Title Act 1994 apply to the Lots (including the Common Property) in the Scheme as follows:

Lot Description	Statutory Easement
Lots	Each Lot, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other, has the benefit and burden of the statutory easements for:
	 support; shelter; projections; and utility services and infrastructure (including, but not limited to, those easements described in the Services Location Diagram).
Common Property	The Common Property, to the extent applicable and

SCHEDULE

FORM 20 Version 2 Page 20 0/39 70 29 or 40

127 Charlotte Street Community Titles Scheme 44257

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

support;
shelter;

 projections; and
 utility services and infrastructure (including, but not limited to, those easements described in the Services Location Diagram).

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

Lot on Plan	Exclusive Use of Area (as identified on sketch plans in Annexure B)	Use
Lot 2801 on SP 234557	B1	Car parking
Lot 2803 on SP 234557	B6	Car parking
Lot 607 on SP 234557	B7	Car parking
Lot 2806 on SP 234557	B8	Car parking
Lot 2206 on SP 234557	B9	Car parking
Lot 2506 on SP 234557	C1	Car parking
Lat 807 on SP 234557	C2	Car parking
Lot 903 on SP 234557	C3	Car parking
Lot 1103 on SP 234557	C4	Car parking
Lot 1306 on SP 234557	C5	Car parking
Lot 1406 on SP 234557	C6	Car parking
Lot 1503 on SP 234557	C7	Car parking
Lot 2606 on SP 234557	C8	Car parking
Lot 1603 on SP 234557	C9	Car parking
Lot 1703 on SP 234557	C10	Car parking
Lot 1803 on SP 234557	C11	Car parking
Lot 1903 on SP 234557	C12	Car parking
Lot 705 on SP 234557	C13	Car parking
Lot 906 on SP 234557	C14	Car parking
Lot 1005 on SP 234557	C18	Car parking
Lot 2706 on SP 234557	CM1	Motorbike parking
Lot 2706 on SP 234557	CM2	Motorbike parking
Lot 2706 on SP 234557	CM3	Motorbike parking
Lot 803 on SP 234557	D1	Car parking
Lot 1801 on SP 234557	D2	Car parking
Lot 1303 on SP 234557	D3	Car parking
Lot 2001 on SP 234557	D4	Car parking
Lot 2104 on SP 234557	D5	Car parking
Lot 1804 on SP 234557	D6	Car parking
Lot 2203 on SP 234557	D7	Car parking
Lot 2303 on SP 234557	D8	Car parking
Lot 701 on SP 234557	D9	Car parking
Lot 2105 on SP 234557	D10	Car parking
Lot 2302 on SP 234557	D11	Car parking
Lat 2201 on SP 234557	D12	Car parking
Lot 905 on SP 234557	D13	Car parking
Lat 2406 on SP 234557	D14	Car parking
Lot 705 on SP 234557	D15	Car parking
Lot 1502 on SP 234557	D16 and \$1	Car parking and storage

Lot on Plan	Exclusive Use of Area (as identified on sketch plans in Annexure B)	Use
Lot 2706 on SP 234557	D17	Car Parking
Lot 2706 on SP 234557	D18	Car Parking
Lot 2706 on SP 234557	DM1	Motorbike parking
Lot 2706 on SP 234557	DM2	Motorbike parking
Lot 2706 on SP 234557	DM3	Motorbike parking
Lot 603 on SP 234557	E1	Car Parking
Let 603 on SP 234557	E2	Car Parking
Lot 2403 on SP 234557	E3	Car Parking
Lot 1403 on SP 234557	E4	Car Parking
Lot 703 on SP 234557	E5	Car Parking
Lot 2603 on SP 234557	E6	Car Parking
Lot 1602 on SP 234557	E7	Car Parking
Lot 2702 on SP 234557	E8	Car Parking
Lot 1705 on SP 234557	E9	Car Parking
Lot 901 on SP 234557	E10	Car Parking
Lot 1701 on SP 234557	E11	Car Parking
Lot 2103 on SP 234557	E12	Car Parking
Lot 1003 on SP 234557	E13	Car Parking
Lot 801 on SP 234557	E14	Car Parking
Lot 1402 on SP 234557	E15	Car Parking
Lot 2703 on SP 234557	E16	Car Parking
Lot 1601 on SP 234557	E17	Car Parking
Lot 2701 on SP 234557	E18	Car Parking
Lot 706 on SP 234557	E19	Car Parking
Lot 2706 on SP 234557	E20	Car Parking
Lot 2706 on SP 234557	EM1	Motorbike parking
Lot 2706 on SP 234557	EM2	Motorbike parking
Lot 2706 on SP 234557	EM3	Motorbike parking
Lot 2706 on SP 234557	F1	Car Parking
Lot 2205 on SP 234557	F2	Car Parking
Lot 1105 on SP 234557	F3	Car Parking
Lot 2706 on SP 234557	F4	Car Parking
Lot 1901 on SP 234557	F5	Car Parking
Lot 1905 on SP 234557	F6	Car Parking
Lot 2005 on SP 234557	F7	Car Parking
Lot 1505 on SP 234557	F8	Car Parking
Lot 2301 on SP 234557	F9	Car Parking
Lot 2706 on SP 234557	F10	Car Parking
Lot 601 on SP 234557	F11	Car Parking
Lot 601 on SP 234557	F12	Car Parking
Lot 2706 on SP 234557	F13	Car Parking
Lot 2706 on SP 234557	F14	Car Parking

FORM 20 Version 2 Page 81 of 39 って 32 み <u>40</u>

Lot on Plan	Exclusive Use of Area (as identified on sketch plans in Annexure B)	Use
Lot 1002 on SP 234557	F15	Car parking
Lat 2101 on SP 234557	F16	Car parking
Lot 1101 on SP 234557	F17	Car parking
Lot 2601 on SP 234557	F18	Car parking
Lot 2003 on SP 234557	F19	Car parking
Lot 2706 on SP 234557	FM1	Motorbike parking
Lot 2708 on SP 234557	FM2	Motorbike parking
Lot 2706 on SP 234557	FM3	Motorbike parking
Lot 2706 on SP 234557	FM4	Motorbìke parking
Lot 2706 on SP 234557	FM5	Motorbike parking

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994

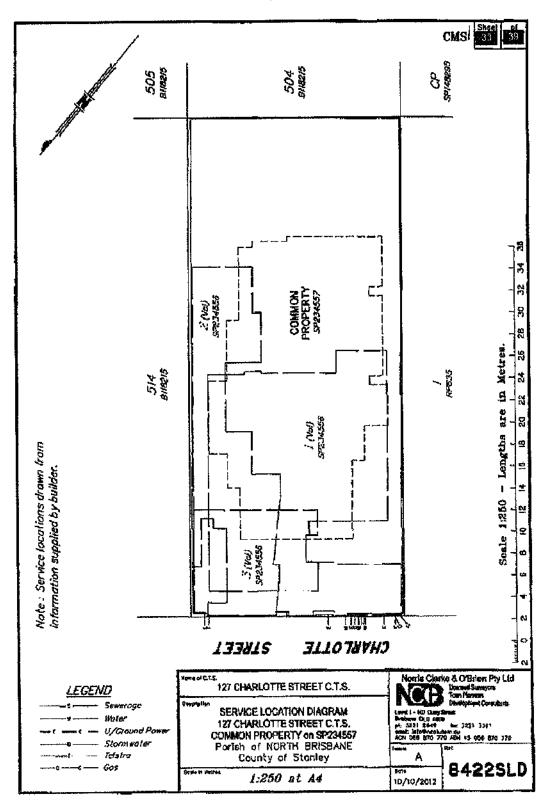
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FORM 20 Version 2 Page 32-of 30 5c 33 of 40

127 Charlotte Street Community Titles Scheme 44257

Annexure A

Service Location Diagram



QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994

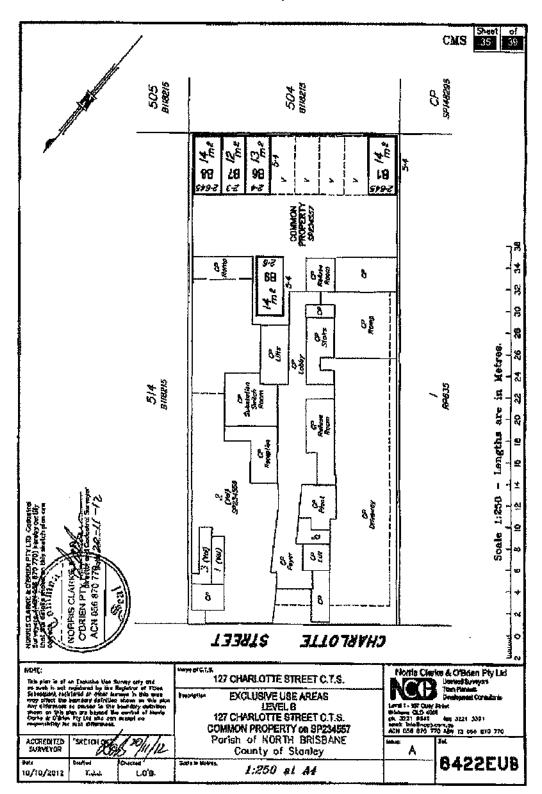
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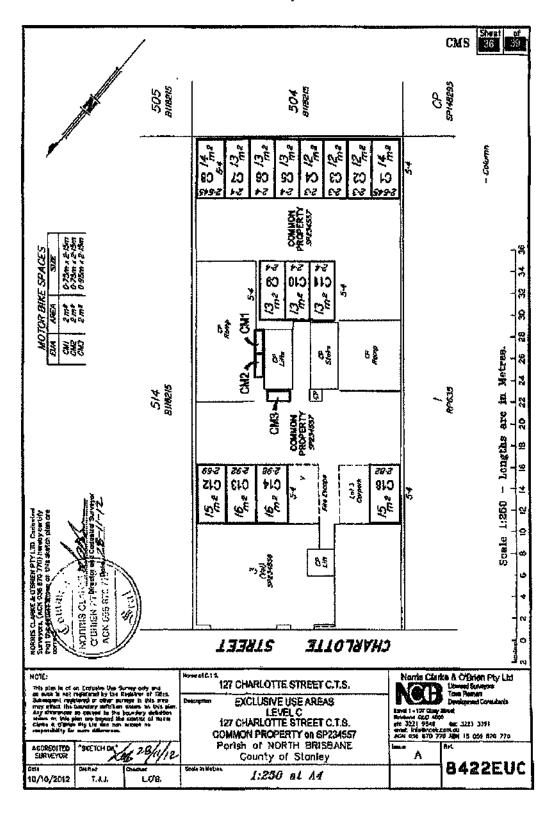
FORM 20 Version 2 Page 34 of 39 35 of 40

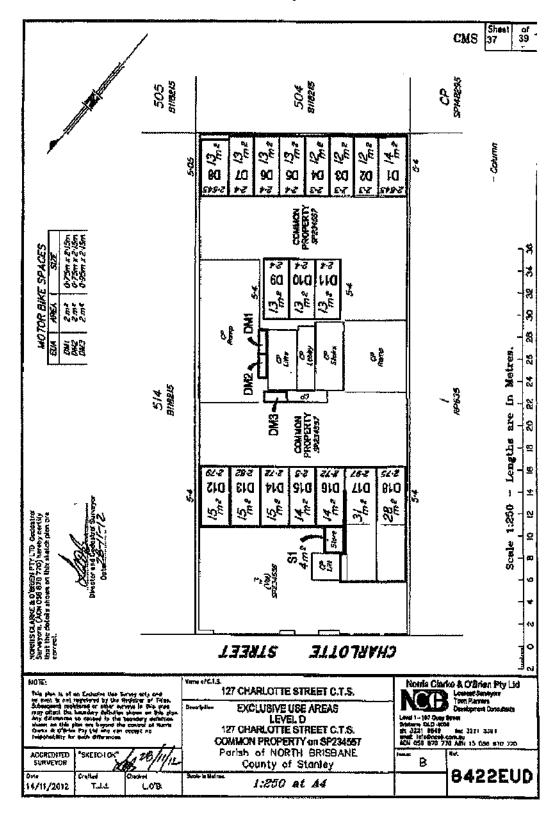
127 Charlotte Street Community Titles Scheme 44257

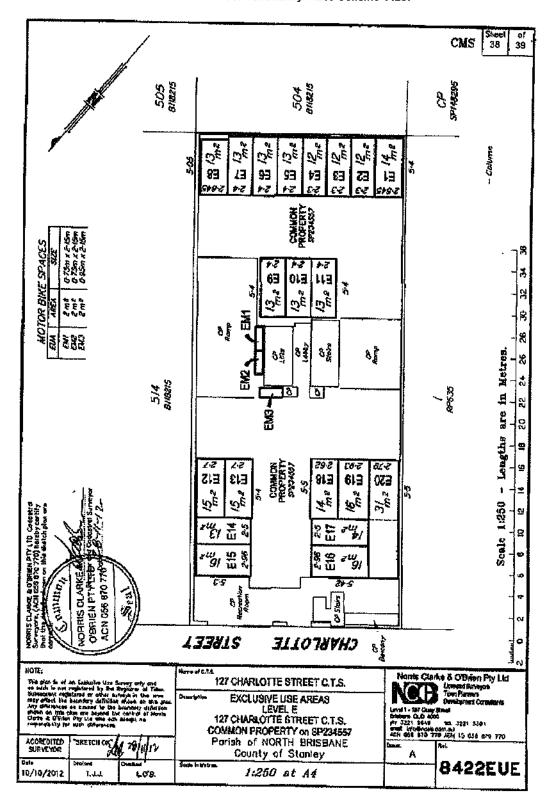
Annexure B

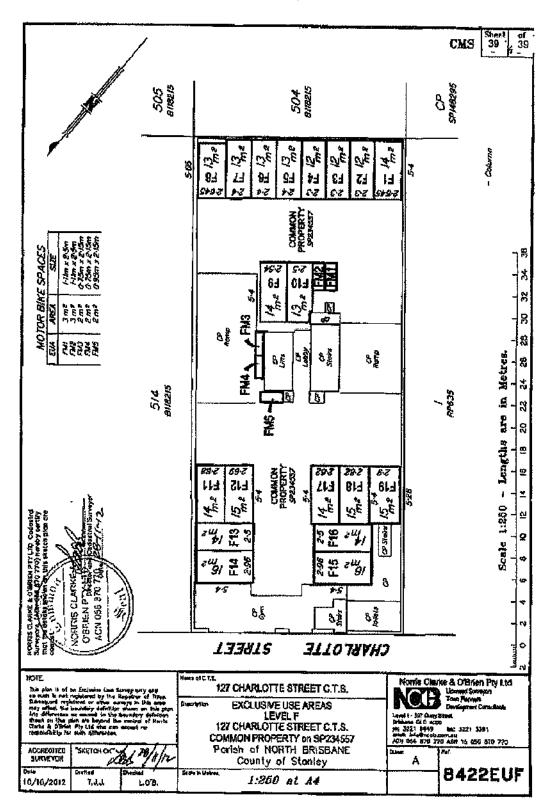
Exclusive Use Plans













Hartleys Body Corporate Management ABN: 68613005182 PO Box 111 CORINDA QLD 4075 Ph: (07) 3379 7455 Fax: (07) 33797499 info@hbcm.co

19/08/2025

Megan Grima bc@search-x.com.au

Dear Megan Grima,

RE: BODY CORPORATE DOCUMENTS FOR DISCLOSURE FOR 127 CHARLOTTE STREET CTS 44257 - Lot 1203

Please find enclosed the completed BCCM Form 33, Body Corporate Certificate as requested.

As the Body Corporate Managers for the scheme, our role does not extend to auditing or verifying the veracity of documents or matters detailed in documents under the cover of this letter.

The information provided under the cover of this letter is current as at the date it was prepared. Circumstances of the Body Corporate can change and as such it may be prudent to seek updated body corporate documents prior to the settlement of your property. Please note the Body Corporate may have approved pre-issue levies for the next financial year. It is recommended that you conduct a search of the Body Corporate records to determine any levies approved for future periods.

Please note that it is the role of the Buyer's solicitor to provide us with a BCCM Form 8 containing the new owner's contact details following settlement. BCCM Form 8 is the only legal form by which the ownership of your lot is transferred in the records and our office will not be able to update the ownership until such time as our office receives that form.

Additionally, please note that additional air-conditioning charges are payable by this Lot. A final meter read must be requested from our office prior to settlement to ensure all the air-conditioning charges are included in the settlement figure.

We trust the above is of assistance. Please do not hesitate to contact our office should you have any questions regarding this matter.

Hartley's Body Corporate Management

BODY CORPORATE CERTIFICATE

The information in this certificate is issued on 19/08/2025.

Name of Scheme	127 CHARLOTTE STREET CTS 44257	Lot	1203

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

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act* 1997. You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

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

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

This certificate does <u>not</u> include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate. You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

Becoming an owner

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

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

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

For schemes under specified two-lot schemes module, a body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called 'lot owner agreements').

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply. Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

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

community titles scheme	127 CHARLOTTE STREET CTS 44257	
Address of community titles scheme	127 Charlotte Street, BRISBANE QLD 4000	
Body corporate manager	Bodies corporate often engage a body corporate manager to handle administrative functions.	
	The body corporate manager for the scheme: Hartleys Body Corporate Management ABN: 68613005182 PO Box 111 CORINDA QLD 4075 Ph: (07) 3379 7455 Fax: (07) 33797499 info@hbcm.co	
	Who is responsible for keeping the body corporate's records? - The body corporate is responsible for keeping the body corporate's records and the body corporate manager assists the body corporate with its compliance obligations in this regard	

Property and commu	Property and community titles scheme details		
Lot number	1203		
Plan number	SP234557		
Plan of subdivision	Building Format Plan		
	The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.		
Regulation module	Accommodation		
	There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made. More information is available from www.qld.gov.au/buyingbodycorporate.		
Layered arrangements of community titles schemes	A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.		
	Is the scheme part of a layered arrangement of community titles schemes? - No		
	If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.		
Building management statement	A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.		
	Does a building management statement apply to the community titles scheme? - Yes		
	If yes, you can obtain a copy of the statement from Titles Queensland at www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.		

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller. The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme. In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws	The by-laws are listed in the community management statement, or a consolidated set of by-laws is given with this certificate.
Exclusive use areas	Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.
	Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme? - Yes
	If yes, the exclusive use by-laws or other allocations of common property for the schemes are listed in the community management statement and/or given with this certificate.

Lot entitlements and financial information

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

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

Contribution schedule	Contribution schedule lot entitlement for the lot: 17 Total contribution schedule lot entitlements for all lots: 2479	
Interest schedule	Interest schedule lot entitlement for the lot: 31 Total interest schedule lot entitlements for all lots: 3914	
Statement of accounts	The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.	
Owner contributions (levies)	 The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate. You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending. If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to. WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets. The contributions payable by the owner of the lot that this certificate relates to are listed over the page. 	
Body corporate debts	If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.	

Owner contributions and amounts owing

Administrative fund contributions

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Total amount of contributions (before any discount) for Lot 1203 for the current financial year	\$5,447.22
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	2.5%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/11/2024	Standard Levy Contribution Schedule (01/11/2024 - 31/01/2025)	\$1,028.50	\$0.00 if paid by 01/11/2024	Fully Paid
01/11/2024	Insurance Levy (01/11/2024 - 31/01/2025)	\$170.50	\$0.00 if paid by 01/11/2024	Fully Paid
01/02/2025	Standard Levy Contribution Schedule (01/02/2025 - 30/04/2025)	\$1,028.50	\$0.00 if paid by 01/02/2025	Fully Paid
01/02/2025	Insurance Levy (01/02/2025 - 30/04/2025)	\$170.50	\$0.00 if paid by 01/02/2025	Fully Paid
01/05/2025	Standard Levy Contribution Schedule (01/05/2025 - 31/07/2025)	\$1,229.00	\$0.00 if paid by 01/05/2025	Fully Paid
01/05/2025	Insurance Levy (01/05/2025 - 31/07/2025)	\$295.61	\$0.00 if paid by 01/05/2025	Fully Paid
01/08/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$1,229.00	\$0.00 if paid by 01/08/2025	Partly Paid
01/08/2025	Insurance Levy (01/08/2025 - 31/10/2025)	\$295.61	\$0.00 if paid by 01/08/2025	Not Paid

Sinking fund contributions

Total amount of contributions (before any discount) for Lot 1203 for the current financial year	\$1,508.68
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	2.5%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/11/2024	Standard Levy Contribution Schedule (01/11/2024 - 31/01/2025)	\$459.00	\$0.00 if paid by 01/11/2024	
01/02/2025	Standard Levy Contribution Schedule (01/02/2025 - 30/04/2025)	\$459.00	\$0.00 if paid by 01/02/2025	
01/05/2025	Standard Levy Contribution Schedule (01/05/2025 - 31/07/2025)	\$295.34	\$0.00 if paid by 01/05/2025	
01/08/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$295.34	\$0.00 if paid by 01/08/2025	Not Paid

Special contributions (if any)
You can access the body corporate records for more information.

Total amount of contributions (before any discount) for Lot 1203	\$330.00
Monthly penalty for overdue contributions (if applicable)	0.00%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
02/12/2024	Arrears Notice Charge	\$44.00	\$0.00 if paid by 02/12/2025	FIIIIV Pain
16/12/2024	Final Notice Charge	\$66.00	\$0.00 if paid by 16/12/2025	
28/02/2025	Letter of Demand HLRM:44257:1203:1	\$176.00	\$0.00 if paid by 28/02/2025	
02/06/2025	Arrears Notice Charge	\$44.00	\$0.00 if paid by 02/06/2025	Fully Paid

Other amounts payable by the lot owner (if any) For the current financial year there are:

Amounts payable under exclusive use by-laws	
Amounts payable under service agreements (that are not included in body corporate contributions for the lot)	
Other amounts payable (see explanation given with this certificate)	\$37.35

Summary of amounts due but not paid by the current owner

At the date of this certificate 19/08/2025, the following amounts are due but not yet paid for the lot.

A \$0.00 or Nil balance indicates that all payments for the lot are up to date.

Overdue annual contributions	\$1,818.74
Overdue special contributions	\$0.00
Penalties on overdue contributions	\$0.00
Other amounts due but not paid	\$2.17
Total amounts due but not paid	\$1,820.91
Total amount in credit (if applicable) Credit balance on the lot and payments made before due date.	\$0.00

Common property and assets

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

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

Sinking fund forecast and	The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or
balance (maintenance and	replacement of common property and assets. The body corporate must raise enough money in its
replacement of common	sinking fund budget each year to provide for spending for the current year and to reserve an amount
property / assets	to meet likely spending for 9 years after the current year. If there is not enough money in the sinking
property russets	fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.
	Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.
	Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?
	- Yes
	If yes, you can obtain a copy from the body corporate records.
	Current sinking fund balance (as at date of certificate): \$1,581,044.89
Improvements to common	A lot owner may make improvements to the common property for the benefit of their lot if authorised
property the lot owner is	by
responsible for	the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible
responsible for	for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.
	Are there any authorised improvements to the common property that the owner of the lot is
	responsible for maintaining in good condition?
	- No
	If yes, details given with this certificate.
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Body corporate assets	The body corporate must keep a register of all body corporate assets worth more than \$1,000. - A copy of the body corporate register of assets is given with this certificate (if any).

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created: - under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or

- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance	Details of each current insurance policy held by the body corporate are given with this certificate.
policies	This includes, for each policy, the:
	- type of policy;
	- name of the insurer;
	- sum insured;
	- amount of premium; and
	- excess payable on a claim.
Alternative insurance	Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.
	Does the body cornorate currently hold alternative insurance approved under an alternative
	Does the body corporate currently hold alternative insurance approved under an alternative insurance order?
Lot owner and occupier insurance	insurance order?

Contracts and authorisations

Caretaking service contractors and letting agents

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

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

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

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

- 1 year if the Specified Two-lot Schemes Module applies to the scheme;
- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

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

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

- Yes

If yes, name of caretaking service contractor engaged: 2806/2806 Mantra Hotels & Resorts Australia Pty Ltd

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

- No

If yes, name of authorised letting agent:

Embedded network supply

Are there arrangement/s to supply any of the below services to occupiers in the community titles scheme through an embedded network?

Electricity: No Hot Water / Gas: Yes Internet / Data: No

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

Body corporate authority

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

Name/s	The Body Corporate for 127 CHARLOTTE STREET 44257
Position/s held	For and on behalf of the Body Corporate for 127 CHARLOTTE STREET 44257
Signature/s	Esh.
Date	19/08/2025

Copies of documents given with this certificate:

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



Hartleys Body Corporate Management ABN: 68613005182 PO Box 111 CORINDA QLD 4075 Ph: (07) 3379 7455 Fax: (07) 33797499 info@hbcm.co

TAX INVOICE

Megan Grima bc@search-x.com.au Date: 19/08/2025 Ref: L1203 127 CHARLOTTE STREET CTS 44257

Preparation of Body Corporate Documents for Disclosure	
127 CHARLOTTE STREET 127 Charlotte Street CTS 44257 Lot 1203	
ABN: 68 395 804 276	
Invoice Total	\$114.10 Paid
	(Includes \$0.00 GST

HARTLEY'S BODY CORPORATE MANAGEMENT

Ph: (07) 3379 7455 Email: info@hbcm.co Printed: 19/08/2025 04:41 pm User: Nima Shrestha

Asset Register 44257 127 CHARLOTTE STREET 127 Charlotte Street

Page 1

Filited. 19/00/2023 04.41 pm Oser. Nima Siliestila							rayeı
Description	Туре	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
11/25/2012 Music Player - Speaker - Gym Video Pro \$419.0 Asset register 5 of 20	00		25/11/12		\$419.00	\$0.00	\$0.00
11/30/2012 Foxtel Head End \$8,734.00 Asset register 2 of 2	20		30/11/12		\$8,734.00	\$0.00	\$0.00
12/01/2012 Front Door Mode Switch \$715.00 Asset register of 20	· 4		01/12/12		\$715.00	\$0.00	\$0.00
12/01/2012 Gym Equipment \$26,070.00 Asset Register 6 of 20	f		01/12/12		\$26,070.00	\$0.00	\$0.00
3/23/2013 Notice Board \$610.00 Asset register 3 of 20			23/03/13		\$610.00	\$0.00	\$0.00
6/06/2013 3 x Surv Cameras in Car Park \$3,500.00 Asset register 7 of 20			06/06/13		\$3,500.00	\$0.00	\$0.00
6/06/2013 CCTV Cameras Gym/stair/pool \$6,000.00 Asset register 9 of 20			06/06/13		\$6,000.00	\$0.00	\$0.00
2/24/2014 SD Comms & Otis Camera in Life \$6,556.00 Asserted register 10 of 20	et		24/02/14		\$6,556.00	\$0.00	\$0.00
8/21/2014 Water Harvest Pump System \$2,151.92 Asset register 11 of 20			21/08/14		\$2,151.92	\$0.00	\$0.00
2/11/2015 FOB System access to carpark \$825.00 Asset register 12 of 20			11/02/15		\$825.00	\$0.00	\$0.00
2/11/2015 FOB access to levels 1-4 \$396.00 Asset register of 20	13		11/02/15		\$396.00	\$0.00	\$0.00
2/11/2015 Drop boxes - Levels 1-4 \$311.92 Asset register 1 of 20	4		11/02/15		\$311.92	\$0.00	\$0.00
2/21/2015 CCTV Camera Upgrades Garage \$8,360.00 Ass register 15 of 20	set		21/02/15		\$8,360.00	\$0.00	\$0.00
6/25/2015 T2 38cm Floor cleaner \$7,448.10 Asset register of 20	17		25/06/15		\$7,448.10	\$0.00	\$0.00
6/25/2015 Gantry for Main storm water \$2,299.00 Asset register 16 of 20			25/06/15		\$22,990.00	\$0.00	\$0.00

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Asset Register 44257 127 CHARLOTTE STREET 127 Charlotte Street

Page 2

Description	Туре	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
11/30/2015 BBQ / Outdoor Kitchen \$2,500.00			30/11/15		\$2,500.00	\$0.00	\$0.00
12/19/2012 Signage - Signarama \$3,597.00			19/12/15		\$3,597.00	\$0.00	\$0.00
2/12/2016 CCTV Levels 8,12,16,20,24,28 \$10,582.00 Asseregister 18 of 20	et .		12/02/16		\$10,582.00	\$0.00	\$0.00
2/12/2016 BBQ misc \$399.00 Assset register 19 of 20			12/02/16		\$399.00	\$0.00	\$0.00
4/22/2016 Pool Heater \$14,982.00 Asset register 20 of 20			22/04/16		\$14,982.00	\$0.00	\$0.00
4/06/2016 Tennant Scrubber AGM 6/4 \$4,325.00 Asset 1 o 20 (Croft & Company 4107)	f		04/06/16		\$4,325.00	\$0.00	\$0.00
12/09/2019 Reception book shelf \$695.00			09/12/19		\$695.00	\$0.00	\$0.00
2/01/2020 Reception chairs x2 \$358.00			01/02/20		\$358.00	\$0.00	\$0.00
3/02/2020 New pool cleaner \$3,000.00			02/03/20		\$3,000.00	\$0.00	\$0.00
9/09/2020 Vistor carpark sign \$275.00			09/09/20		\$275.00	\$0.00	\$0.00
9/29/2020 Carpark exit fob reader \$770.00			29/09/20		\$770.00	\$0.00	\$0.00
10/06/2022 new pool cleaner DUO-X \$2,910.00			06/10/22		\$2,910.00	\$0.00	\$0.00
8/19/2019 New bbq in pool area \$9,190.50 Edge Single BB Double Cabinet - 1 Hotplate + 1 Sink 10Amp	6Q -		30/06/25		\$9,190.50	\$0.00	\$0.00
30/07/2025 Pool Furniture \$10,000.00			30/06/25		\$10,000.00	\$0.00	\$0.00

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Authorisations Affecting Lots 44257 127 CHARLOTTE STREET 127 Charlotte Street

Page 1

Lot No Description Conditions **Resolution Date**

Nil

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Contracts Register 44257 127 CHARLOTTE STREET 127 Charlotte Street

Page 1

Fillited. 19/06/2025 04.41 pm - 08	ser. Nillia Sillestria				rage
Contractor Name and Address:	Hartleys Body Corporate Management	Details of Duties:	Management Du	ties	
	Po Box 111	Delegated Powers:	Management Du	ties	
	CORINDA QLD 4075	Basis of Renumeration:			
		Commencement Date:	27/02/2025	Termination Date: 26/02/2026	
		Terms:	1 year	Options:	
		Copy of Agreement on File?	Υ	Workers Comp No:	
Contractor Name and Address:	Lennox Facades	Details of Duties:	Removal and rep	placement of Awning external facade	
		Delegated Powers:			
		Basis of Renumeration:	134,114.67		
		Commencement Date:	14/10/2024	Termination Date: 31/12/2024	
		Terms:		Options:	
		Copy of Agreement on File?	N	Workers Comp No:	
Contractor Name and Address:	Mantra Hotels & Resorts Australia Pty Ltd	Details of Duties:		aretaker and Letting Agreements	
				y Ltd Caretaker and Letting Agreements	
	127 Charlotte Street Po Box 10093	Delegated Powers:	-	ement	
	BRISBANE QLD 4000	Basis of Renumeration:			
		Commencement Date:		Termination Date:	
			25 years	Options:	
		Copy of Agreement on File?		Workers Comp No:	
Contractor Name and Address:				ntract - Lift Comprehensive	
	6 Goodyear Street	Delegated Powers:			
	SOUTHPORT QLD 4215	Basis of Renumeration:			
		Commencement Date:	03/12/2018	Termination Date: 03/12/2023	
			5 years	Options: Automatic Roll	
		Copy of Agreement on File?		Workers Comp No:	
Contractor Name and Address:	Origin Energy Holdings Limited			al Gas - Retrofit (meters x144)	
	PO Box 15848	Delegated Powers:			
	CITY EAST QLD 4002	Basis of Renumeration:			
		Commencement Date:	18/04/2023	Termination Date:	
		Terms:	10 years	Options:	
		Copy of Agreement on File?		Workers Comp No:	
Contractor Name and Address:	Telstra	Details of Duties:	Common Proper	ty Lease - C/- JLL	
	GPO Box 9901	Delegated Powers:			
	MELBOURNE VIC 3001	Basis of Renumeration:	Payment to Body	y Corporate	
		Commencement Date:	01/08/2019	Termination Date: 31/07/2029	
		Terms:	10 years	Options:	
		Copy of Agreement on File?	N	Workers Comp No:	

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Exclusive Use Allocations 44257 127 CHARLOTTE STREET 127 Charlotte Street

Page 1

Lot No Description **Resolution Date**

By Law

Nil



PO Box 111 CORINDA QLD 4075 ABN 68613005182 Ph: (07) 3379 7455 Fax: (07) 33797499 info@hbcm.co

Yang Chen 1203 / 127 Charlotte Street **BRISBANE QLD 4000**

ABN: 68 395 804 276

Date of Notice: 19/08/2025

Reference: Client ID: 1216 15035

INVOICE SUMMARY

127 CHARLOTTE STREET C.T.S 44257, 127 Charlotte Street, BRISBANE QLD 4000

Details	Amount	GST	Due Date	Total
Lot 1203: Air Conditioner Power Usage June - July 2025	\$31.98	\$3.20	02/09/2025	\$35.18
		TOTAL DUE:	\$35.18	
	\$3.20			

Please note: this notice is not to be used for general levy payments

Please make your payment into the Body Corporate account using the payment methods listed below.

Please make cheques payable to 'Body Corporate for 127 CHARLOTTE STREET CTS '44257'



Hartley's Body Corporate Management *Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a

Pay over the Internet from your Credit Card or pre-registered bank account at www.deft.com.au.



Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90 or Int ++612 8232 7395 Pay by mailing this payment slip with your



DEFT Payment Systems



Biller Code: 96503 Ref: 292665494150357

Contact your financial institution to make a BPAY payment from your cheque or savings account.



Pay in person at any Australia Post Office, using Cheque or

Acct Name: Yang Chen

Acct #: 15035

Building:127 CHARLOTTE STREET

All Cheques must be made payable to: 127 Charlotte Street CTS 44257

Total Due \$35.18



DEFT Reference Number: 292665494150357

+292665494 150357



PO Box 111 CORINDA QLD 4075 ABN 68613005182 Ph: (07) 3379 7455 Fax: (07) 33797499 info@hbcm.co

Yang Chen 1203 / 127 Charlotte Street BRISBANE QLD 4000 ABN: 68 395 804 276

Date of Notice: 17/12/2024

Reference: Client ID: 939 15035

INVOICE SUMMARY

127 CHARLOTTE STREET C.T.S 44257, 127 Charlotte Street, BRISBANE QLD 4000

Details	Amount	GST	Due Date	Total
Lot 1203: Air Conditioner Power Usage Oct - Nov 2024	\$1.97	\$0.20	31/12/2024	\$2.17
		TOTAL DUE	\$2.17	
Includes GST				

Please note: this notice is not to be used for general levy payments

Please make your payment into the Body Corporate account using the payment methods listed below.

Please make cheques payable to 'Body Corporate for 127 CHARLOTTE STREET CTS '44257'





*Payments by Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may

Ways to pay



CARD OR DIRECT DEBIT

DEFT Reference Number 292665494 150357

Visit **deft.com.au** to pay by card or direct debit. Payments may attract a surcharge.



BPAY

Biller Code: 96503 **Ref:** 292665494 150357

Mobile & Internet Banking - BPAY Make this payment from your preferred bank account.



POST BILLPAY



*496 292665494 150357

Pay in-store at Australia Post by eftpos or cheque. Cheques payable to 127 Charlotte Street CTS 44257

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.

Hartleys Body Corporate Management

Statement of Financial Affairs

Prepared for Owners of Community Title Scheme 44257 "127 CHARLOTTE STREET" 127 Charlotte Street BRISBANE QLD 4000

For the Financial Period 01/11/23 to 31/10/24

Ph: (07) 3379 7455 Email: info@hbcm.co Printed: 19/08/2025 11:47 am User: Nima Shrestha

Page 2

Balance Sheet - C.T.S. 44257 **"127 CHARLOTTE STREET"** 127 CHARLOTTE STREET, BRISBANE, QLD 4000

For the Financial Period 01/11/2023 to 31/10/2024

Assets	Administrative	Sinking	TOTAL THIS YEAR
A55615			
Cash At Bank			
127 Charlotte Street CTS 44257	\$94,650.67	\$558,432.75	\$653,083.42
127 Charlotte Street CTS 44257	\$0.00	\$592,382.87	\$592,382.87
127 Charlotte Street CTS 44257 TD 2	\$0.00	\$592,382.87	\$592,382.87
Accounts Receivable	\$31,186.54	\$1,438.47	\$32,625.01
GST Paid	\$4,369.49	\$7,482.27	\$11,851.76
GST Unpaid	\$182.23	\$965.40	\$1,147.63
Levies Receivable	\$39,275.64	\$11,804.65	\$51,080.29
Prepaid Expenses	\$2,699.00	\$0.00	\$2,699.00
Sundry Debtors	\$0.04	\$0.00	\$0.04
Total Assets	\$172,363.61	\$1,764,889.28	\$1,937,252.89
Liabilities			
Accounts Paid in Advance	\$143.66	\$0.00	\$143.66
Accounts Payable	\$2,004.50	\$10,619.40	\$12,623.90
Accrued Expenses	\$4,085.43	\$0.00	\$4,085.43
BAS Clearing	\$(8,863.05)	\$14,429.72	\$5,566.67
GST Collected	\$18,094.38	\$6,674.41	\$24,768.79
GST on Arrears/Advances	\$(16,078.44)	\$(6,376.79)	\$(22,455.23)
Levies Paid in Advance	\$124,030.66	\$42,993.84	\$167,024.50
Total Liabilities	\$123,417.14	\$68,340.58	\$191,757.72

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Page 3

Balance Sheet - C.T.S. 44257 **"127 CHARLOTTE STREET"** 127 CHARLOTTE STREET, BRISBANE, QLD 4000

For the Financial Period 01/11/2023 to 31/10/2024

	Administrative	Sinking	TOTAL THIS YEAR
Liabilities (Continued)			
Net Assets	\$48,946.47	\$1,696,548.70	\$1,745,495.17
Owners Funds			
Opening Balance	\$74,222.18	\$1,538,456.47	\$1,612,678.65
Net Income For The Period	\$(25,275.71)	\$158,092.23	\$132,816.52
Total Owners Funds	\$48,946.47	\$1,696,548.70	\$1,745,495.17

Ph: (07) 3379 7455 Email: info@hbcm.co Printed: 19/08/2025 11:47 am User: Nima Shrestha

Page 4

Income and Expenditure Statement - C.T.S. 44257 "127 CHARLOTTE STREET" 127 CHARLOTTE STREET, BRISBANE, QLD 4000

For the Financial Period 01/11/2023 to 31/10/2024

Administrative Fund	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Garage Remote income	\$0.00	\$0.00	\$480.00
Income - Other	\$0.00	\$0.00	\$880.00
Insurance Levy	\$96,960.52	\$96,960.46	\$84,257.72
Interest on Overdues	\$7,090.22	\$0.00	\$3,409.55
Levy Income	\$486,740.67	\$486,740.38	\$432,518.76
Telstra Lease / Council	\$25,504.03	\$25,000.00	\$48,801.18
Total Administrative Fund Income	\$616,295.44	\$608,700.84	\$570,347.21
Expenses			
Air Conditioning - Recoveries	\$(44,527.55)	\$(29,000.00)	\$0.00
Archiving/Records Maintenance	\$237.00	\$220.00	\$237.00
Audit Fees	\$5,840.00	\$5,600.00	\$7,960.00
BMS - Reimb (Commercial lots)	\$(985.50)	\$0.00	\$12,640.00
Backflow Testing	\$2,935.45	\$2,300.00	\$2,272.00
Bank Charges/Payments	\$2,237.00	\$1,000.00	\$987.00
Building Manager	\$158,327.76	\$161,485.00	\$150,175.18
Council Charges/Rates	\$2,336.00	\$0.00	\$0.00
Electricity	\$157,194.03	\$131,650.00	\$104,695.06
Electricity - Recoveries	\$0.00	\$0.00	\$0.00
Facilities - Rubbish Removal	\$1,656.00	\$1,500.00	\$1,208.00
Fixed Disbursements	\$3,813.28	\$0.00	\$0.00
Govt Charges/Lodgements	\$1,210.16	\$0.00	\$0.00
Govt Compliance	\$456.00	\$1,150.00	\$1,208.00
Ins Stamp Duty	\$7,675.65	\$7,675.65	\$6,595.45
Insurance	\$90,031.82	\$90,031.00	\$68,617.56
Insurance Claims	\$0.00	\$0.00	\$6,012.10
Insurance Claims - Recovery	\$0.00	\$0.00	\$(8,776.84)
Legal Fees	\$17,043.25	\$5,000.00	\$3,079.50
Levy Recovery Costs	\$16,898.49	\$0.00	\$10,410.77
Levy Recovery Costs - Billed	\$(16,928.49)	\$0.00	\$(10,405.77)
Lift Registration - No Gst	\$0.00	\$0.00	\$551.97
Maint Air Conditioning (Contract)	\$22,646.80	\$20,500.00	\$21,579.28
Maint Air Conditioning (Recovery)	\$0.00	\$0.00	\$(29,383.26)
Maint Air Conditioning (Repairs)	\$13,736.50	\$14,000.00	\$14,668.67
Maint Building	\$3,226.58	\$6,000.00	\$5,815.83
Maint Cleaning (Chute)	\$13,832.54	\$16,000.00	\$15,741.34

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Page 5

Income and Expenditure Statement - C.T.S. 44257 "127 CHARLOTTE STREET" 127 CHARLOTTE STREET, BRISBANE, QLD 4000

For the Financial Period 01/11/2023 to 31/10/2024

Administrative Fund	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Maint Cleaning (Contract)	\$3,938.00	\$3,000.00	\$2,988.00
Maint Cleaning (Non-Contract)	\$2,049.25	\$6,000.00	\$5,569.66
Maint Doors	\$9,008.38	\$7,000.00	\$6,402.46
Maint Electrical	\$4,924.35	\$5,000.00	\$5,409.52
Maint Fire & Safety Service (Contract)	\$16,823.04	\$11,000.00	\$11,001.50
Maint Fire Control (Repairs & Compliance)	\$9,139.81	\$10,000.00	\$4,376.16
Maint Gym	\$520.00	\$3,000.00	\$2,873.00
Maint Lifts	\$28,882.33	\$15,000.00	\$9,097.34
Maint Pest Control	\$7,101.84	\$6,500.00	\$6,340.93
Maint Plumbing	\$6,322.87	\$5,000.00	\$3,471.01
Maint Pool	\$5,476.32	\$6,500.00	\$5,767.30
Maint Pool Chemicals	\$2,436.26	\$2,200.00	\$2,168.01
Maint Sanitary Items	\$1,319.50	\$1,500.00	\$1,319.50
Management Fee (Addl)	\$2,966.00	\$1,500.00	\$1,450.00
Management Fee	\$13,213.20	\$13,385.00	\$11,291.25
Meeting Expenses	\$0.00	\$200.00	\$192.27
Post Print Stationery	\$5,868.11	\$5,500.00	\$5,251.50
Post.Print Statio Addtl	\$11,865.04	\$5,500.00	\$5,112.30
Prior Year Adjustment	\$1,458.96	\$0.00	\$0.00
Rates - Water	\$27,649.08	\$27,500.00	\$25,144.51
Report Costs	\$5,551.82	\$3,900.00	\$6,460.90
Security	\$1,365.00	\$1,500.00	\$1,158.00
Software Support Fee	\$3,575.00	\$3,935.00	\$3,098.40
Tax - Income Tax	\$(67.98)	\$0.00	\$(1,574.60)
Tax - IncomeTax Returns	\$470.00	\$350.00	\$350.00
Tax Instalments	\$7,257.20	\$0.00	\$(2,608.00)
Tax Prep - BAS	\$1,420.00	\$1,500.00	<i>\$1,480.00</i>
Telephone - Fire & Lifts	\$0.00	\$500.00	\$340.91
Telephone/Fax	\$2,145.00	\$2,360.00	\$1,668.26
Total Administrative Fund Expenses	\$641,571.15	\$584,441.65	\$511,488.93
Administrative Fund Surplus/Deficit	\$(25,275.71)	\$24,259.19	\$58,858.28

Ph: (07) 3379 7455 Email: info@hbcm.co Printed: 19/08/2025 11:47 am User: Nima Shrestha

Page 6

Income and Expenditure Statement - C.T.S. 44257 "127 CHARLOTTE STREET" 127 CHARLOTTE STREET, BRISBANE, QLD 4000

For the Financial Period 01/11/2023 to 31/10/2024

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		-	,,,,		-	,	

Sinking Fund	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Bank Interest SF	\$52,117.73	\$0.00	\$32,648.01
Interest on Overdues	\$3,383.47	\$0.00	\$2,420.65
Levy Income	\$271,698.40	\$271,698.40	\$300,004.80
Total Sinking Fund Income	\$327,199.60	\$271,698.40	\$335,073.46
Expenses			
Air Conditioning	\$21,280.90	\$25,000.00	\$26,561.50
Building	\$44,011.37	\$20,000.00	\$10,474.48
Building - Awnings	\$0.00	\$110,000.00	\$0.00
Carpets/Cleaning	\$4,000.00	\$0.00	\$0.00
Consultancy Fees	\$6,200.00	\$70,000.00	\$67,003.18
Electrical	\$4,410.00	\$33,000.00	\$31,141.43
Fencing/Gates	\$1,300.00	\$0.00	\$0.00
Fire Control	\$9,091.08	\$45,500.00	\$45,617.66
Garage Doors	\$0.00	\$6,000.00	\$5,593.00
Lift Improvements	\$22,361.00	\$0.00	\$0.00
Major Expenditure	\$0.00	\$330,292.95	\$0.00
Painting	\$35,440.75	\$30,000.00	\$31,986.47
Plumbing	\$0.00	\$5,000.00	\$4,635.00
Pool Equipment/Furniture	\$2,220.60	\$2,000.00	\$1,982.50
Security System	\$6,319.40	\$0.00	\$0.00
Signage	\$625.00	\$0.00	\$0.00
Tiling	\$7,620.00	\$0.00	\$0.00
Waterproofing	\$4,227.27	\$50,000.00	\$73,186.67
Window Cleaning SF	\$0.00	\$0.00	\$12,750.00
Total Sinking Fund Expenses	\$169,107.37	\$726,792.95	\$310,931.89
Sinking Fund Surplus/Deficit	\$158,092.23	\$(455,094.55)	\$24,141.57



As per your request, we have arranged the following insurance cover effective from the 31/10/2024. To ensure your protection, we must receive your remittance within 14 days of you receiving this account.

> Body Corporate For 127 Charlotte St CTS44257 127 Charlotte St **BRISBANE QLD 4000**

Class of Policy: Strata Title - Commercial & Mixed QBE Insurance (Australia) Ltd Insurer:

GPO Box 4108, Sydney NSW 2001

The Insured: Body Corporate For Community Title Scheme 44257

Risk Advisory Partners a Corporate Authorised Representative (No: 1265943) of McLardy McShane Partners Pty Ltd AFSL No: 232987 ABN 14 064 465 309

175 Melbourne St South Brisbane QLD 4101 P: 07 3891 0246

Email: contact@rapartners.com.au

Page 1 of 5

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 30/10/2024 0030191 Invoice No: Our Reference: **MIDTOWN**

Should you have any queries in relation to this account, please contact your Account Manager

Bianca Johns

NEW POLICY

Policy No: CS0006136113

Period of Cover:

From 31/10/2024

31/10/2025 at 4:00 pm to

Details: See attached schedule for a description of the risk(s) insured

New Business Invoice 2024 - Commercial Strata 127 CHARLOTTE STREET BRISBANE CITY QLD 4000

Your Premium:

Premium **UW Levy** Fire Levy **GST Stamp Duty** Admin Fee Broker Fee \$79,363.64 \$350.00 \$9,346.37 \$7,856.99 \$0.00 \$13,750.00 \$0.00

Commission earned on this invoice \$0.00

TOTAL \$110,667.00

(A processing fee applies for Credit Card payments)

ABN:

78 003 191 035

POLICY - This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

DISPUTES - Clients not satisfied with our services should contact our Complaints Officer on phone no. (03) 9290 9200. If your matter is not resolved, please refer your complaint to the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.org.au. We also comply with the requirements of the Insurance Brokers Code of Practice.

Please also read the following Important Notices



Please turn over for further payment methods and instructions



Biller Code: 20362 Ref: 4072478192289125



Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au

A surcharge may apply.

DEFT Reference Number: 4072478192289125





*498 407247 08192289125

McLardy McShane Partners Pty Ltd

Our Reference: **MIDTOWN** Invoice No: 0030191 Due Date: 31/10/2024

Premium \$79,363.64 U'writer Levy \$350.00 Fire Levy \$0.00 **GST** \$9,346.37 \$7,856.99 Stamp Duty **Broker Fee** \$13,750.00 Admin Fee \$0.00

AMOUNT DUE \$110,667.00

+407247 8192289125 < 011066700<2+

IMPORTANT INFORMATION FOR CLIENTS

DUTY OF DISCLOSURE (non-consumer insurance contracts)

Before you enter into an insurance contract, you have a duty under the Insurance Contracts Act 1984, to tell the underwriter of anything that you know, or could reasonably be expected to know, that may affect their decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge.
- the underwriter knows or, in the ordinary course of business, ought to know.
- the underwriter has waived your duty to tell them about.

If you do not tell the insurer something

If you do not tell the underwriter anything you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the underwriter is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION (consumer insurance contracts)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of your policy that is a consumer insurance contract, which is a term defined in the ICA. This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change. To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

THIRD PARTY INTERESTS

Insurance policies will only provide cover for your interest in the property insured and does not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

CLAIMS OCCURRING PRIOR TO COMMENCEMENT

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

AVERAGE / CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses. If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Insurance Broker for assistance.

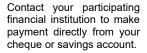
POLICY CANCELLATION (retention of brokerage and fees)

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the underwriter, and not refund any part of the brokerage or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation. The impact of the above on you is that any refund you receive for the mid-term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.





BPAY



You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.



Card

Pay by credit or debit card at www.deft.com.au.

McLardy McShane
Partners Pty Ltd accepts
Mastercard, Visa, American
Express & Diners Club
Cards.



In Person

Please present page intact at any Australia Post Office.

Payments may be made by cheque or EFTPOS.

Please make any cheques payable to 'DEFT Payment Systems for McLardy McShane Partners Pty Ltd'.

DEFT is a service of Macquarie Bank

Schedule of Insurance Page 3 of 5

Strata Title - Commercial & Mixed Class of Policy:

The Insured: Body Corporate For Community Title Scheme 44257

CS0006136113 Policy No: **Invoice No:** 0030191 Our Ref: **MIDTOWN**

Insured Name: Body Corporate for Community Title Scheme 44257

Situation: 127 CHARLOTTE STREET BRISBANE CITY QLD 4000

Policy Period: From: 4.00pm 31st October 2024

To: 4.00pm	31st October 2025
Policy Section	Sum Insured
Policy 1- Insured Property Building:	\$ 65,179,583
Common Area Contents:	\$ 651,795
Loss of Rent & Temporary Accommodation	n (total payable): \$ 9,776,937
Policy 2 – Liability to Others	\$ 20,000,000
Policy 3 – Voluntary Workers	
Death:	\$ 200,000
Total Disablement:	\$ 2,000 per week
Policy 4 - Fidelity Guarantee	\$ 100,000
Policy 5 – Office Bearers' Legal Liability	\$ 5,000,000
Policy 6 – Machinery Breakdown	\$ 100,000
Policy 7 – Catastrophe Insurance	\$ 9,776,937
Extended Cover - Loss of Rent & Tempora	ry Accommodation: \$ 1,466,540
Escalation in Cost of Temporary Accommo	odation: \$ 488,846
Cost of Removal, Storage and Evacuation:	\$ 488,846

Policy 8 - Government Audit Costs and Legal Expenses

Government Audit Costs: \$ 25,000 Appeal expenses – common property health & safety breaches: \$ 100,000 Legal Defence Expenses: \$ 50,000

Policy 9 – Lot owners' fixtures and improvements (per lot) \$ 250,000

Excesses:

Policy 1 - Insured Property

Standard: \$5,000 Fire: \$ 50,000

Other excesses payable are shown in the Policy Wording.

Policy 6 - Machinery Breakdown

Standard: \$ 1,000

Notes:

Flood Cover is excluded.

Class of Policy: Strata Title - Commercial & Mixed

The Insured: Body Corporate For Community Title Scheme 44257 **Invoice No:** 0030191

Our Ref: **MIDTOWN**

CS0006136113

Policy No:

Page 4 of 5

Endorsements:

ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Terrorism endorsement

You have disclosed that:

- a. 20% or more of the Building's area is used for a non-residential purpose; OR
- b. the Building Sum Insured shown above is equal to or greater than \$50,000,000.

Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.

This additional premium totals \$12,049.24 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.

Policy Wording: CHU Residential Strata Insurance Plan

Insurer: QBE Insurance (Australia) Limited placement via CHU Underwriting Agencies Pty Ltd Schedule of Insurance Page 5 of 5

Class of Policy: Strata Title - Commercial & Mixed

The Insured: Body Corporate For Community Title Scheme 44257

Policy No: CS0006136113 Invoice No: 0030191 Our Ref: MIDTOWN

General Advice Warning

The advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should consider the enclosed PDS prior to making the decision to purchase this product.



As per your request, the policy described below has been endorsed in accordance with your instructions. Should the endorsement details mentioned below not reflect the amendments requested, please contact our office as soon as possible.

> Body Corporate For 127 Charlotte St CTS44257 127 Charlotte St **BRISBANE QLD 4000**

Class of Policy: Strata Title - Commercial & Mixed

QBE Insurance (Australia) Ltd Insurer:

GPO Box 4108, Sydney NSW 2001

Body Corporate For Community Title Scheme 44257 The Insured:

Risk Advisory Partners a Corporate Authorised Representative (No: 1265943) of McLardy McShane Partners Pty Ltd AFSL No: 232987

ABN 14 064 465 309 175 Melbourne St South Brisbane QLD 4101 P: 07 3891 0246

Email: contact@rapartners.com.au

Page 1 of 5

TAX INVOICE

This document is a tax invoice for GST

Invoice Date: 31/10/2024 **Invoice No:** 0030386 Our Reference: **MIDTOWN**

Should you have any queries in relation to this account, please contact your Account Manager

Bianca Johns

ENDORSEMENT

Policy No: CS0006136113

Period of Cover:

From 31/10/2024

31/10/2025 at 4:00 pm to

Details: See attached schedule for a description of the risk(s) insured

Endorsement with effect from 31/10/2024 Amend No. of Lots

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Admin Fee	Broker Fee
-\$437.46	\$30.00	\$0.00	-\$40.76	-\$43.31	\$0.00	\$0.00

Commission earned on this invoice \$0.00

TOTAL -\$491.53

(A processing fee applies for Credit Card payments)

ABN:

78 003 191 035

POLICY - This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

DISPUTES - Clients not satisfied with our services should contact our Complaints Officer on phone no. (03) 9290 9200. If your matter is not resolved, please refer your complaint to the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.org.au. We also comply with the requirements of the Insurance Brokers Code of Practice.

Please also read the following Important Notices

McLardy McShane Partners Pty Ltd

Our Reference: **MIDTOWN** 0030386 Invoice No: Due Date: 31/10/2024

Premium	-\$437.46
U'writer Levy	\$30.00
Fire Levy	\$0.00
GST	-\$40.76
Stamp Duty	-\$43.31
Broker Fee	\$0.00
Admin Fee	\$0.00

AMOUNT DUE -\$491.53

IMPORTANT INFORMATION FOR CLIENTS

DUTY OF DISCLOSURE (non-consumer insurance contracts)

Before you enter into an insurance contract, you have a duty under the Insurance Contracts Act 1984, to tell the underwriter of anything that you know, or could reasonably be expected to know, that may affect their decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge.
- the underwriter knows or, in the ordinary course of business, ought to know.
- the underwriter has waived your duty to tell them about.

If you do not tell the insurer something

If you do not tell the underwriter anything you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the underwriter is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION (consumer insurance contracts)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of your policy that is a consumer insurance contract, which is a term defined in the ICA. This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change. To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

THIRD PARTY INTERESTS

Insurance policies will only provide cover for your interest in the property insured and does not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

CLAIMS OCCURRING PRIOR TO COMMENCEMENT

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

AVERAGE / CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses. If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Insurance Broker for assistance.

POLICY CANCELLATION (retention of brokerage and fees)

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the underwriter, and not refund any part of the brokerage or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation. The impact of the above on you is that any refund you receive for the mid-term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

Schedule of Insurance Page 3 of 5

CS0006136113

Policy No:

Strata Title - Commercial & Mixed Class of Policy:

The Insured: Body Corporate For Community Title Scheme 44257 **Invoice No:** 0030386 Our Ref: **MIDTOWN**

Insured Name: Body Corporate for Community Title Scheme 44257

Situation: 127 CHARLOTTE STREET BRISBANE CITY QLD 4000

Policy Period: From: 4.00pm 31st October 2024

To: 4.0	00pm 31 st October 2025	
Policy Section		Sum Insured
Policy 1- Insured Property		Φ 05 470 500
Building:		\$ 65,179,583
Common Area Contents:	- 1- C (6 - 6 - 1 1 - 1 - 1	\$ 651,795
Loss of Rent & Temporary Accommo	odation (total payable):	\$ 9,776,937
Policy 2 – Liability to Others		\$ 20,000,000
Policy 3 – Voluntary Workers		
Death:		\$ 200,000
Total Disablement:		\$ 2,000 per week
		•
Policy 4 - Fidelity Guarantee		\$ 100,000
Policy 5 – Office Bearers' Legal Lia	ability	\$ 5,000,000
Policy 6 – Machinery Breakdown		\$ 100,000
Policy 7 – Catastrophe Insurance		\$ 9,776,937
Extended Cover - Loss of Rent & Ter	mporary Accommodation:	\$ 1,466,540
Escalation in Cost of Temporary Acc	· •	\$ 488,846
Cost of Removal, Storage and Evacu		\$ 488,846
,		/

Policy 8 - Government Audit Costs and Legal Expenses Government Audit Costs: \$ 25,000 Appeal expenses – common property health & safety breaches: \$ 100,000 \$ 50,000 Legal Defence Expenses:

Policy 9 – Lot owners' fixtures and improvements (per lot) \$ 250,000

Excesses:

Policy 1 - Insured Property

Standard: \$5,000 Fire: \$ 50,000

Other excesses payable are shown in the Policy Wording.

Policy 6 - Machinery Breakdown

Standard: \$ 1,000

Notes:

Flood Cover is excluded.

Class of Policy: Strata Title - Commercial & Mixed

The Insured: Body Corporate For Community Title Scheme 44257 **Invoice No:** 0030386

Our Ref: **MIDTOWN**

CS0006136113

Policy No:

Endorsements:

ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Terrorism endorsement

You have disclosed that:

- a. 20% or more of the Building's area is used for a non-residential purpose; OR
- b. the Building Sum Insured shown above is equal to or greater than \$50,000,000.

Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.

This additional premium totals \$12,049.24 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.

Policy Wording: CHU Residential Strata Insurance Plan

Insurer: QBE Insurance (Australia) Limited placement via CHU Underwriting Agencies Pty Ltd Schedule of Insurance Page 5 of 5

Class of Policy: Strata Title - Commercial & Mixed

The Insured: Body Corporate For Community Title Scheme 44257

Policy No: CS0006136113 Invoice No: 0030386 Our Ref: MIDTOWN

General Advice Warning

The advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should consider the enclosed PDS prior to making the decision to purchase this product.



As per your request, the policy described below has been endorsed in accordance with your instructions. Should the endorsement details mentioned below not reflect the amendments requested, please contact our office as soon as possible.

Body Corporate For 127 Charlotte St CTS44257 127 Charlotte St BRISBANE QLD 4000

Class of Policy: Strata Title - Commercial & Mixed

Insurer: QBE Insurance (Australia) Ltd

GPO Box 4108, Sydney NSW 2001

ABN: 78 003 191 035 **The Insured:** Body Corporate For Community Title Scheme 44257

Risk Advisory Partners a Corporate Authorised Representative (No: 1265943) of McLardy McShane Partners Pty Ltd AFSL No: 232987 ABN 14 064 465 309 175 Melbourne St

South Brisbane QLD 4101 P: 07 3891 0246

Page 1 of 4

Email: contact@rapartners.com.au

TAX INVOICE

This document is a tax invoice for GST

 Invoice Date:
 17/06/2025

 Invoice No:
 0057369

 Our Reference:
 MIDTOWN

Should you have any queries in relation to this account, please contact your Account Manager

Bianca Johns

ENDORSEMENT

Policy No: CS0006136113

Period of Cover:

From 21/04/2025

to **31/10/2025** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Endorsement with effect from 21/04/2025 - note removal & replacement of ACP Cladding

Your Premium:

Premium	UW Levy	Fire Levy	GST S	tamp Duty	Admin Fee	Broker Fee
-\$1,894.56	\$30.00	\$0.00	-\$186.46	-\$187.56	\$0.00	\$0.00

Commission earned on this invoice \$0.00

TOTAL -\$2,238.58

(A processing fee applies for Credit Card payments)

POLICY - This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

DISPUTES - Clients not satisfied with our services should contact our Complaints Officer on phone no. (03) 9290 9200. If your matter is not resolved, please refer your complaint to the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.org.au. We also comply with the requirements of the Insurance Brokers Code of Practice.

Please also read the following Important Notices

McLardy McShane Partners Pty Ltd

 Our Reference:
 MIDTOWN

 Invoice No:
 0057369

 Due Date:
 21/04/2025

Premium	-\$1,894.56
U'writer Levy	\$30.00
Fire Levy	\$0.00
GST	-\$186.46
Stamp Duty	-\$187.56
Broker Fee	\$0.00
Admin Fee	\$0.00

AMOUNT DUE -\$2,238.58

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POLICY CANCELLATION (retention of brokerage and fees)

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Strata Title - Commercial & Mixed Class of Policy:

The Insured: Body Corporate For Community Title Scheme 44257 Invoice No:

0057369 Our Ref: **MIDTOWN**

CS0006136113

Policy No:

Sum Insured

\$ 100,000 \$ 50,000

This policy has been placed through

Policy Section

CHU UNDERWRITING AGENCIES P/L ABN 18 001 580 070 PO BOX 507 MILSONS POINT NSW 1565

CHU UNDERWRITING AGENCIES P/L is an underwriting agency who has placed the policy with

QBE Insurance (Australia) Ltd ABN 78 003 191 035 GPO Box 4108, Sydney NSW 2001

With effect from 21/04/2025 policy endorsed to note removal and replacement of ACP Cladding.

Insured Name: Body Corporate for Community Title Scheme 44257

127 CHARLOTTE STREET BRISBANE CITY QLD 4000 Situation:

Policy Period: From: 4.00pm 31st October 2024

> 4.00pm 31st October 2025 To:

Suili ilisuleu
\$ 65,179,583
\$ 651,795
\$ 9,776,937
\$ 20,000,000
\$ 200,000
\$ 2,000 per week
\$ 100,000
\$ 5,000,000
\$ 100,000
\$ 9,776,937
\$ 1,466,540
\$ 488,846
\$ 488,846
\$ 25,000

Appeal expenses – common property health & safety breaches:

Legal Defence Expenses:

Class of Policy: Strata Title - Commercial & Mixed

The Insured: Body Corporate For Community Title Scheme 44257

Policy No: CS0006136113
Invoice No: 0057369
Our Ref: MIDTOWN

Policy 9 – Lot owners' fixtures and improvements (per lot) \$ 250,000

Excesses:

Policy 1 - Insured Property

 Standard:
 \$ 5,000

 Fire:
 \$ 50,000

Other excesses payable are shown in the Policy Wording.

Policy 6 - Machinery Breakdown

Standard: \$1,000

Notes:

Flood Cover is excluded.

Terrorism endorsement

You have disclosed that:

- a. 20% or more of the Building's area is used for a non-residential purpose; OR
- b. the Building Sum Insured shown above is equal to or greater than \$50,000,000.

Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.

This additional premium totals \$12,049.24 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.

Policy Wording: CHU Residential Strata Insurance Plan

Insurer: QBE Insurance (Australia) Limited placement via CHU Underwriting Agencies Pty Ltd

	IEENSLAND TITLES REGISTR nd Title Act 1994, Land Act 1994		GENERAL	REQUEST	Duty Imprint	FORM 14 Version of 1
]	723662033 EC 470 \$113.04 11/11/2024 13:56:00	FICE USE	lation and is			•
	ed to mangam publicly searchad Department's website.	ne records. For more intom	nauch see			
1.	Nature of request REQUEST TO RECORMANAGEMENT STAT 127 CHARLOTTE STR SCHEME 44257	EMENT FOR		Lodger (Name, addi BUGDEN ALLEN GPO BOX 2624 BRISBANE QLD 4 07 3905 9260 KEVIN@BAGL.CO		er) Lodger Code BE 2480
2.	Lot on Plan Descripti COMMON PROPERTY 127 CHARLOTTE STR COMMUNITY TITLES	Y OF REET				Title Reference 50899381
3.	Registered Proprietor BODY CORPORATE F		E STREET C	OMMUNITY TITLE	S SCHEME 44257	
4.	Interest NOT APPLICABLE					
5.	Applicant					
	BODY CORPORATE F	OR 127 CHARLOTT	E STREET C	OMMUNITY TITLE	S SCHEME 44257	
Εc	• •	ew community manage	gement schen	ne statement depor	sited herewith which	amends Schedule unity Titles Scheme

SOLICITOR, BRISBANE

TSUNG HAN KEVIN PAI

UEENSLAND TITLES REGISTRY	FIRST/NEW	COMMUNITY	MANAGEMI	ENT STA	TEMENT
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Body Corporate and Community Management Act 1997

CMS Version 4 Page 1 of 38 4()

44257

TED WITH: L REQUEST; AND

A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

> Office use only CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

Name of community titles scheme

127 Charlotte Street Community Titles Scheme 44257

Regulation module

Accommodation

3. Name of body corporate

Body Corporate for 127 Charlotte Street Community Titles Scheme 44257

Scheme land

Lot on Plan Description See Enlarged Panel

Title Reference

*Name and address of original owner

Not applicable

Reference to plan lodged with this statement Not applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*) Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable') Not applicable pursuant to s60(6) of the Body Corporate and Community Management Act 1997.

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

Execution by original owner/Consent of body corporate

Che Camaion 1008 · Ich

Signature of Committee Member

Position of Committee Member

Signature of Committee Member

BCCM EXECU

Position of Committee Member

*Execution

*Original owner to execute for a first community management statement *Body corporate to execute for a new community management statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

BCCM EXECUTION / RELEVANT CERTIFICATE

FORM 20 Version 2 Page 2 of [40]

. Community Title	s Scheme (CTS) Name	CTS Number	
127 CHARLOTTE STREET COMMUNITY TITLES SCHEME		44257	
. Module Type of	BCCM Scheme	Instrument being executed (using this certificate)	
Accommodation	Module	New CMS	
Execution by the	Body Corporate for the above So	cheme*	
Signature		Signature	
	/	* *** *******************************	
Signer Name	JOHN ANTHONY COLEMAN	Signer Name	
Signer Name Signer Authority	JOHN ANTHONY COLEMAN Legal Practitioner acting for the Body Corporate	Signer Name Signer Authority	
	Legal Practitioner acting for the		

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

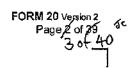
Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is <u>applicable only to Standard Module, Small Schemes Module and Accommodation Modules</u>. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the Acquisition of Land Act 1967 and Section 51 or 51A of the Body Corporate and Community Management Act 1997. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

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

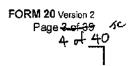


127 Charlotte Street Community Titles Scheme 44257

4. Scheme land

Description of Lot	Title Reference	
Common Properly for 127 Charlotte Street Community	50899381	
Titles Scheme 44257		
Lot 501 on SP234557	50899382	
Lot 502 on SP234557	50899383	
Lot 503 on SP234557	50899384	
Lot 601 on SP234557	50699385	
Lot 602 on SP234557	50899386	
Lot 603 on SP234557	50899387	
Lot 604 on SP234557	50899388	
Lot 605 on SP234557	50899389	
Lot 606 on SP234557	50899390	
Lot 607 on SP234557	50899391	
Lot 701 on SP234557	50899392	
Lot 702 on SP234557	50899393	
Lot 703 on SP234557	50899394	
Lot 704 on SP234557	50899395	
Lot 705 on SP234557	50899396	
Lot 706 on SP234557	50899397	
Lot 801 on SP234557	50899398	
Lot 802 on SP234557	50899399	
Lot 803 on SP234557	50899400	
Lot 804 on SP234557	50899401	
Lot 805 on SP234557	50899402	
Lot 806 on SP234557	50899403	
Lot 807 on SP234557	50899404	
Lot 901 on SP234557	50899405	
Lot 902 on SP234557	50899406	
Lot 903 on SP234557	50899407	
Lot 904 on SP234557	50899408	
Lot 905 on SP234557	50899409	
Lot 906 on SP234557	50899410	
Lot 1001 on SP234557	50899411	
Lot 1002 on SP234557	50899412	
Lot 1003 on SP234557	50899413	
Lot 1004 on SP234557	50899414	
Lot 1005 on SP234557	50899415	

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

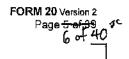


Lot on Plan Description	Title Reference
Lot 1006 on SP234557	50899416
Let 1101 on SP234557	50899417
Lot 1102 on SP234557	50899418
Lot 1103 on SP234557	50899419
Lot 1104 on SP234557	50899420
Lot 1105 on \$P234557	50899421
Let 1106 on SP234557	50899422
Lot 1201 on SP234557	50899423
Lot 1202 on SP234557	50899424
Lot 1203 on SP234557	50899425
Lot 1204 on SP234557	50899426
Lot 1205 on SP234557	50899427
Lot 1206 on SP234557	50899428
Lot 1301 on SP234557	50899429
Lot 1302 on SP234557	50899430
Lot 1303 on SP234557	50899431
Lot 1304 on SP234557	50899432
Lot 1305 on SP234557	50899433
Lot 1306 on SP234557	50899434
Lot 1401 on SP234557	50899435
Lat 1402 on SP234557	50899436
Lot 1403 on SP234557	50899437
Lot 1404 on SP234557	50899438
Lot 1405 on SP234557	50899439
Lot 1406 on SP234557	50899440
Lot 1501 on SP234557	50899441
Lot 1502 on SP234557	50899442
Lat 1503 on SP234557	50899443
Lot 1504 on SP234557	50899444
Lot 1605 on SP234657	50899445
Lot 1506 on SP234557	50899446
Lot 1601 on SP234557	50899447
Lat 1602 on SP234557	50899448
Lot 1603 on SP234557	50899449
Lol 1604 on SP234557	50899450
Lot 1605 on SP234557	50899451
Lot 1606 on SP234557	50899452

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000 FORM 20 Version 2 Page 4-of 29 34 5 of 40

Description of Lot	Title Reference
Lot 1701 on SP234557	50899453
Lol 1702 on SP234557	50899454
Lot 1703 on SP234557	50899455
Lot 1704 on SP234557	50899456
Let 1705 on SP234557	50899457
Lot 1706 on SP234557	50899458
Lot 1801 on SP234557	50899459
Lot 1802 on SP234557	50899460
Lot 1803 on SP234557	50899461
Lot 1804 on SP234557	50899462
Lot 1805 on SP234557	50899463
Lot 1806 on SP234557	50899464
Lot 1901 on SP234557	50899465
Lot 1902 on SP234557	50899466
Lot 1903 on SP234557	50899467
Lot 1904 on SP234557	50899468
Lot 1905 on SP234557	50899469
Lot 1906 on SP234557	50899470
Lat 2001 on SP234557	50899471
Lot 2002 on SP234557	50899472
Lot 2003 on SP234557	50899473
Lot 2004 on SP234557	50899474
Lot 2005 on SP234557	50899475
Lot 2006 on SP234557	50899476
Lot 2101 on SP234557	50899477
Lot 2102 on SP234557	50899478
Lot 2103 on SP234557	50899479
Lot 2104 on SP234557	50899480
Lot 2105 on SP234657	50899481
Lot 2106 on SP234557	50899482
Lot 2201 on SP234557	50899483
Lot 2202 on \$P234557	50899484
Lat 2203 on SP234557	50899485
Lat 2204 on SP234557	50899486
Lat 2205 on SP234557	50899487
Lot 2206 on \$P234557	50899488
Lot 2301 on SP234557	50899489
Description of Lot	Title Reference

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



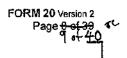
CONTRACTOR OF THE PARTY OF THE	
Lot 2302 on SP234557	50899490
Lot 2303 on SP234557	50899491
Lot 2304 on SP234557	50899492
Lot 2305 on SP234557	50899493
Lot 2306 on SP234557	50899494
Lot 2401 on SP234557	50899495
Lot 2402 on SP234557	5089949 6
Lot 2403 on SP234557	50899497
Lot 2404 on SP234557	50899498
Lot 2405 on SP234557	50899499
Lot 2406 on SP234557	50899500
Lot 2501 on SP234557	50899501
Lot 2502 on SP234557	50899502
Lot 2503 on SP234557	50899503
Lot 2504 on SP234557	50899504
Lot 2505 on SP234557	50899505
Lot 2506 on SP234557	50899506
Lot 2601 on SP234557	50899507
Lot 2602 on SP234557	50899508
Lot 2603 on SP234557	50899509
Lot 2604 on SP234557	50899510
Lot 2605 on SP234557	50899511
Lot 2606 on SP234557	50899512
Lot 2701 on SP234557	50899513
Lot 2702 on SP234557	50899514
Lot 2703 on SP234557	50899515
Lot 2704 on SP234557	50899516
Lot 2705 on SP234557	50899517
Lot 2706 on \$P234557	50899518
Lot 2801 on SP234557	50899519
Lot 2802 on SP234557	50899520
Lot 2803 on SP234557	50899521
Lot 2804 on SP234557	50899522
Lot 2805 on SP234557	50899523
Lot 2806 on SP234557	50899524

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

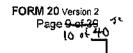
Lot on Plan	Contribution	Interest
Lot 501 on SP234557	18	21
Lot 502 on SP234557	18	21
Lot 503 on SP234557	19	23
Lot 601 on SP234557	18	33
Lot 602 on \$P234557	17	20
Lot 603 on SP234557	17	30
Lot 604 on SP234557	17	21
Lot 605 on SP234557	17	12
Lot 606 on SP234557	17	12
Lot 607 on SP234557	17	21
Lot 701 on SP234557	18	33
Lot 702 on SP234557	17	21
Lot 703 on SP234557	17	30
Lot 704 on SP234557	17	21
Lot 705 on SP234557	18	24
Lot 706 on SP234557	17	21
Lot 801 on SP234557	18	33
Lot 802 on SP234557	17	21
Lot 803 on SP234557	17	30
Lot 804 on SP234557	17	21
Lot 805 on SP234557	17	12
Lot 806 on SP234557	17	13
Lot 807 on SP234557	17	21
Lot 901 on SP234557	18	21
Lot 902 on SP234557	17	30
Lot 903 on SP234557	17	21
Lot 904 on SP234557	17	22
Lot 905 on SP234557	18	33
Lot 906 on \$P234557	17	32
Lot 1001 on SP234557	18	33
Lot 1002 on SP234557	17	21
Lot 1003 on SP234557	17	31
Lot 1004 on SP234557	17	21
Lot 1005 on SP234557	18	33
Lot 1006 on SP234557	17	22
Lot 1101 on SP234557	18	34
Lot 1102 on SP234557	17	21
Lot 1103 on SP234557	17	31
Lot 1104 on SP234557	17	22
Lot 1105 on SP234557	18	33
Lot 1106 on SP234557	17	22
Lot 1201 on SP234557	18	34
Lot 1202 on SP234557	17	21
Lot 1203 on SP234557	17	31

Lot on Plan	Contribution	Interest
Lot 1204 on SP234557	17	22
Lot 1205 on SP234557	18	33
Lot 1206 on SP234557	17	22
Lot 1301 on SP234557	18	34
Lot 1302 on SP234557	17	22
Lot 1303 on SP234557	17	31
Lot 1304 on SP234557	17	22
Lot 1305 on SP234557	18	33
Lot 1306 on SP234557	17	22
Lot 1401 on SP234557	18	34
Lot 1402 on SP234557	17	22
Lot 1403 on SP234557	17	31
Lot 1404 on SP234557	17	22
Lot 1405 on SP234557	18	34
Lot 1406 on SP234557	17	22
Lot 1501 on SP234557	18	35
Lot 1502 on SP234557	17	22
Lot 1503 on SP234557	17	32
Lot 1504 on SP234557	17	22
Lot 1505 on SP234557	18	34
Lot 1506 on SP234557	17	22
Lot 1601 on SP234557	18	35
Lot 1602 on SP234557	17	22
Lot 1603 on SP234557	17	32
Lot 1604 on SP234557	17	22
Lot 1605 on SP234557	18	34
Lot 1606 on SP234557	17	23
Lot 1701 on SP234557	18	35
Lot 1702 on SP234557	17	22
Lot 1703 on SP234557	17	32
Lot 1704 on SP234557	17	22
Lot 1705 on SP234557	18	34
Lot 1706 on SP234557	17	23
Lot 1801 on SP234557	18	35
Lot 1802 on SP234557	17	22
Lot 1803 on SP234557	17	32
Lot 1804 on SP234557	17	23
Lot 1805 on SP234557	18	34
Lot 1806 on SP234557	17	23
Lot 1901 on SP234557	18	35
Lot 1902 on SP234557	17	22
Lot 1903 on SP234557	17	32
Lot 1904 on SP234557	17	23
Lot 1905 on SP234557	18	35
Lot 1906 on SP234557	17	23
Lot 2001 on SP234557	18	36
Lot 2002 on SP234557	17	23
Lot 2003 on SP234557	17	33
Lot 2004 on SP234557	17	23

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994



Lot on Plan	Contribution	Interest
Lot 2005 on SP234557	18	35
Lot 2006 on SP234557	17	23
Lot 2101 on SP234557	18	36
Lot 2102 on SP234557	17	23
Lot 2103 on SP234557	17	33
Lot 2104 on SP234557	17	23
Lot 2105 on SP234557	18	35
Lot 2106 on SP234557	17	23
Lot 2201 on SP234557	18	36
Lot 2202 on SP234557	17	23
Lot 2203 on SP234557	17	33
Lot 2204 on SP234557	17	23
Lot 2205 on SP234557	18	35
Lot 2206 on SP234557	17	23
Lot 2301 on SP234557	18	36
Lot 2302 on SP234557	17	23
Lot 2303 on SP234557	17	33
Lot 2304 on SP234557	17	23
Lot 2305 on SP234557	18	35
Lot 2306 on SP234557	17	24
Lot 2401 on SP234557	18	36
Lot 2402 on SP234557	17	23
Lot 2403 on SP234557	17	33
Lot 2404 on SP234557	17	23
Lot 2405 on SP234557	18	36
Lot 2406 on SP234557	17	24
Lot 2501 on SP234557	18	37
Lot 2502 on SP234557	17	23
Lot 2503 on SP234557	17	34
Lot 2504 on SP234557	17	24
Lot 2505 on SP234557	18	36
Lot 2506 on SP234557	17	24
Lot 2601 on SP234557	18	37
Lot 2602 on SP234557	17	23
	17	34
Lot 2603 on SP234557	17	24
Lot 2604 on SP234557	18	36
Lot 2605 on SP234557		24
Lot 2606 on SP234557	17	37
Lot 2701 on SP234557	18	
Lot 2702 on SP234557	17	24
Lot 2703 on SP234557	17	34
Lot 2704 on SP234557	17	24
Lot 2705 on SP234557	18	36
Lot 2706 on SP234557	17	24
Lot 2801 on SP234557	18	37
Lot 2802 on SP234557	17	24
Lot 2803 on SP234557	17	34
Lot 2804 on SP234557	17	24



Lot on Plan	Contribution	Interest
Lot 2805 on SP234557	18	36
Lot 2806 on SP234557	17	24
Total	2479	3914

1. Definitions

- 1.1 Terms that have a defined meaning in Schedule C have the same meaning in this Schedule.
- 2. Lot Entitlement Principles- Contribution Schedule Lot Entitlements
- 2.1 The principle under Section 46(7) of the Act on which the contribution schedule lot entitlements (CSLE) have been decided is the relativity principle.
- 2.2 The relativity principle is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to one or more particular relevant factors that are set out in section 46A(3)(a) to (e) of the Act (Factors) being:
 - (1) how the Scheme is structured;
 - (2) the nature, features and characteristics of the Lots;
 - (3) the purposes for which the Lots are used;
 - (4) the impact the Lots may have on the costs of maintaining the common property; and
 - (5) the market value of the Lots.
- 2.3 The CSLE for Lots are determined taking into account on or more of the Factors listed in clause 2.2 being in particular:
 - (1) the nature, features and characteristics of the Lots; and
 - (2) the impact the Lots may have on the costs of maintaining the Common Property.
- 2.4 Relevantly to those applicable Factors:
 - (1) differences between the gross floor areas of the Lots have been taken into account in considering the long-term maintenance costs for the external fabric of the Building in which the Scheme is located in the context of the impact the Lots have on Body Corporate costs maintaining Common Property; and
 - (2) for the Body Corporate costs of maintaining and repairing lifts, it is taken that all the Lots benefit from a lift and no differentiation has been made between the Lots in respect of their respective CSLE based on the occupancy capacity of the Lots and related use of lifts.
- 2.5 In determining the CSLE for Lots in the Scheme, the only differentiating aspect of the Factors mentioned in clause 2.3 is that referred to in clause 2.4(1) and this is reflected in the variances between Lots for the CSLE. A formula is used to determine the extent of the variation, as between the Lots, of their respective CSLE attributable to the application of the Factors and matters relevant to those Factors specified in clause 2.3 and clause 2.4(1) above. The formula is:

CLSE for a Lot = (A+D+E) x M (rounded to an integer) where:

(1) 'A' is a factor that represents each Lot's a share of costs in the Administrative Fund budgets allocated equally among each of the Lots, determined as:

'A' =G/H

where:

'G' = Admin Fund Base % which is Total Admin Fund, divided by Total Admin & Sinking Fund Budgets, multiplied by 100; and

'H' =Total number of Lots in Scheme

(2) 'D' is a factor that represents each Lot's share of costs in the Body Corporate's Sinking Fund budgets excluding that costs component of the Sinking Fund budget attributable to maintenance of the external fabric of the Building and then allocated equally among each of the Lots, determined as:

'D' = O/H

where:

'O' =Sinking Fund Base% which is Total Sinking Fund less any Sinking Fund amounts attributable to costs of external Building fabric maintenance, divided by Total Admin and Sinking Fund Budgets and multiplied by 100; and

'H' =Total number of Lots in Scheme

(3) 'E' is a factor that represents each Lot's share of the costs in Body Corporate's Sinking Fund budgets that are attributable to the cost of long term maintenance and repair of the external fabric of the Bullding (as Common Property) based on the relevant Lot's gross floor area as a proportion of the gross floor area of all Lots. This is determined as:

 $'E' = (1/J)^*P$

Where:

T = gross floor area for the lot;

'J' =total gross floor area for all Lots; and

'P' = Sinking Fund Area % which is any Sinking Fund amounts attributable to costs of external Building fabric maintenance, divided by Total Admin and Sinking Fund Budgets and multiplied by 100

- (4) 'M' is a multiplier used to convert the CSLE to a range of whole numbers for administrative purposes this factor is common to all Lots' CSLE determinations
- 3. Lot Entitlement Principles Interest Schedule Lot Entitlements
- 3.1 The interest schedule lot entitlements for the Lots reflect the respective market values of the Lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

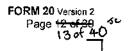
The By-Laws for 127 Charlotte Street Community Titles Scheme are set out in this Schedule:

1. By-law 1 - Definitions and Interpretations

1.1 Definitions

In these By-laws:

- Act means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) Adjacent Lot means a lot in the Building, that is not part of the Scheme land;
- (3) Body Corporate means the body corporate for the Scheme;
- (4) Body Corporate Asset means a body corporate asset for the Scheme;
- (5) Body Corporate Manager means a body corporate manager for the Scheme;
- (6) Building means the building on or comprising the Scheme land;
- (7) BMS means a building management statement affecting the Scheme land and Adjacent Lots;
- (8) Car Parking Facility means the car parking facilities for the Scheme, whether located on Scheme land or on an Adjacent Lot and which may be the subject of Rights, respectively;
 - (a) under exclusive use By-laws in this Schedule C; or
 - (b) comprising Body Corporate Assets;
- (9) CMS means this community management statement;
- (10) Code means the code in Schedule D of this community management statement;
- (11) Committee means the committee of the Body Corporate;
- (12) Common Property means the common property for the Scheme;
- (13) Costs means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (14) Development Approvals means development approvals and permits issued by a Government Agency (including those of an assessing authority or referral agency for a development approval or development permit) or under applicable law, for the Project and includes:
 - the development approval for material change of use and to carry out building works dated 12 June 2008 and referenced as Approval A001947397;
 - the approval given on 17 August 2010 of the application made on 18 June 2010 to change the development approval dated 12 June 2008;
 - (c) the approval(when granted) of the application made on 6 December 2010 to change the development approvals referred to in clause 2.3(6)(a) and 2.3(6)(b); and
 - (d) any further replacement, variation or modification of any relevant approval;



- (15) Facilities Agreements means agreements under which the Body Corporate obtains Rights in respect of facilities, services or amenities for the benefit of the Scheme and Owners which may constitute Body Corporate Assets;
- (16) Government Agency means any government or governmental body whether:
 - (a) legislative, judicial or administrative;
 - (b) a department, commission, authority, triburial, agency or entity;
 - (c) Commonwealth, state, territorial or local;
- (17) Improvements means:
 - (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (18) Invitees means each of the Owner's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Scheme land;
- (19) Law means any statute, act, rule, order, regulation or common law of Australia Which is enacted or decided by the Commonwealth of Australia, a State, Territory, local authority, Court or tribunal;
- (20) Local Government means the local government for the area in which the Scheme land is located;
- (21) Lot means a lot in the Scheme;
- (22) Obligation means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or liability;
- (23) Original Owner means Yanjian Group (Australia) Ply Ltd ACN 140 635 712;
- (24) Owner means the registered owner of a lot and includes the Owner's Invitees;
- (25) Manager's Lot means a Lot 2806 in the Scheme owned by a person holding Management Rights in the Scheme or an entity controlled by or related to that person;
- (26) Management Rights means the engagement and authorisation by the Body Corporate of an entity (which may be an Owner or an entity controlled by or related to that Owner) as service contractor and letting agent for the Scheme;
- (27) Requirement means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (28) Right included any legal, equitable, contractual, statutory or other right, power, authority, benefit, immunity, remedy, discretion or course of action;
- (29) Scheme means the 127 Charlotte Street Community Titles Scheme containing the Lots and the Common Property;
- (30) Service Infrastructure means any infrastructure for the provision of Services to the Scheme land;
- (31) Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for a Lot; and

(32) Works means works (consistent with all applicable Development Approvals) undertaken on the Scheme land by the Body Corporate or any Owner (as the case requires).

1.2 Interpretations

- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
 - (c) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in reptacement of that Statutory Provision.
- (2) "including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. By-law 2 - Building Management Statement

- 2.1 All Owners must observe the terms of the BMS and do nothing to impede or restrict the rights given under the BMS to the owners and occupiers of lots (including Adjacent Lots and Lots) to which the BMS applies.
- 2.2 The Committee may appoint 1 of its members (or as determined by resolution of the Committee) to act as representatives of the Body Corporate on the management group established under the BMS. The Committee may from time to time vary representatives by committee resolution and must report to the Body Corporate in respect of all matters considered by the management group as and when required.
- 2.3 In these By-laws reference to Common Property will, where the context permits, include a reference to any areas the subject of Rights that comprise Body Corporate Assets under the BMS (but subject always to the provisions of the BMS which prevail to the extent of any inconsistency).

3. By-law 3 - Obstruction of Common Property

- 3.1 An Owner must not obstruct lawful use of the Common Property by another person and, without limitation, obstruct access to:
 - (1) the Common Property or any Body Corporate Asset; or
 - (2) any easement giving access to a Lot or the Common Property.

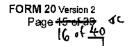
4. By-law 4 - Use of Common Property

- 4.1 An Owner must:
 - (1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
 - (2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset;

- (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets;
- (4) not damage or deface a lawn, garden, tree, shrub, plant, flower, water feature, pool or any other structure or thing on the Common Property; and
- (5) not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Owners or occupiers or any person lawfully using the Common Property.

5. By-law 5 - Improvements to Common Property

- 5.1 An Owner other than the Original Owner, must not make any Improvements without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the Regulation Module for the Scheme for the making of Improvements.
- 5.2 In giving its consent to any Improvement, the Body Corporate may:
 - (1) obtain advice from consultants; and
 - (2) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 5.3 Any Improvement made or sought to be made by an Owner:
 - (1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (2) comply with all Requirements.
- 5.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.
- 6. By-law 6 Garbage Disposal
- 6.1 The Body Corporate may establish a garbage disposal system (**Disposal System**) for the Scheme. The Disposal System may provide for any of the following:
 - (1) permitted means and times for garbage disposal and removal;
 - (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
 - (3) designation of areas on Common Property for the storage and collection of garbage;
 - (4) arrangements for separation and sorting of garbage;
 - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
 - (6) requirements for the disposal of garbage to meet the particular requirements of any Lot.
- 6.2 The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of costs to the Body Corporate of providing services under the Disposal System in accordance with the Regulation Module for the Scheme.
- 6.3 Each Owner must:
 - (1) comply with all Requirements relating to the disposal of garbage;
 - (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;



- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
- (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage.
- 6.4 The Body Corporate and all Owners must observe any provisions of the BMS regulating the disposal of garbage from the Scheme land or which otherwise relate to or impact upon the Disposal System.

By-law 7 - Signage

- 7.1 Subject to By-law 7.5, By-law 19 and By-law 21, an Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.
- 7.2 The Body Corporate's consent under this By-law 7 must not be unreasonably withheld and, subject to the Act and Regulation Module for the Scheme, the Body Corporate's approval may be given by the Committee.
- 7.3 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.
- 7.4 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.
- 7.5 Despite anything in this by-law:
 - (1) subject to By-law 7.5(2), a service contractor or letting agent is entitled to place signs on the Common Property or any Lot owned by the service contractor or letting agent unless the provisions of the relevant engagement or authorisation stipulate otherwise; and
 - (2) whilst the Original Owner is the Owner of any Lot, the Original Owner may erect maintain, authorise, and remove any signage on any part of the Common Property or any Lot owned by the Original Owner.
- 7.6 Any signage referred to in By-law 7.5 must be erected, maintained and removed at the expense of the relevant Owner.

8. By-law 8 - Use of Lots

- 8.1 An Owner must:
 - (1) observe all Requirements in connection with the use of the Owner's Lot;
 - (2) maintain the Owner's Lot in good order and condition;
 - (3) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type used for domestic purposes or which is consistent with the permitted use of the relevant Lot;
 - (4) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
 - (5) not overload any Services or Service Infrastructure or do anything that may cause Service Infrastructure (including waste pipes and drains) to become blocked or damaged and not to use Service Infrastructure for any purpose other than for which it was constructed;
 - (6) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
 - (7) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
 - (8) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
 - (9) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot;
 - (10) not cause disturbance to other persons lawfully using any Lot or Common Property;
 - (11) not allow any auction sale to be conducted within the Owner's Lot or from the Common Property without the

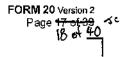
prior written consent of the Body Corporate; and

- (12) keep its Lot clean and tidy and free from vermin.
- An Owner must not, without the Body Corporate's prior written consent, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds. In particular, an Owner must not erect any fixed roof structures. The only shade structures allowed to be erected on either the roof or balcony areas are those erected by the Original Owner or otherwise agreed by the Body Corporate.
- 8.3 An Owner must not, without the Body Corporate's prior written consent hang washing, bedding or other clothes articles from any external part of the Lot if it is visible from another Lot or Lots or the Common Property, or from outside the Scheme land.
- An Owner of a Lot which contains a balcony, terrace, courtyard or sky garden area is responsible for the maintenance of that area whether it be included as part of a title to a Lot or by way of exclusive use of Common Property. An Owner must ensure that any plants kept in such areas are maintained in good health and condition and so as not to be offensive in appearance to other Owners and that the size and type of trees, shrubs, creepers, plants and the like must not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment of other Owners of their Lots or the Common Property.
- 8.5 All balconies and terraces, including glazing and operable windows, must remain as constructed. Neither the Body Corporate nor an Owner may install on the Common Property or a Lot respectively, any shutters, glazing, louvers or similar permanent fixtures additional to those installed on the Common Property or a Lot, as applicable, at the date of establishment of the Scheme.
- 8.6 Where an Owner fails to maintain or use its Lot in accordance with these By-laws, the Body Corporate may exercise any power it has under the Act to cause the Owner to rectify that non-compliance, and may exercise any rights of entry or access the Body Corporate has under the Act for that purpose.
- 8.7 In undertaking any Works (as defined in Schedule D) in relation to the Lot an Owner must comply with the terms of the Architectural and Landscaping Code in Schedule D of this CMS.
- 8.8 The Manager's Lot is the only Lot which may be used for the purposes of management and caretaking of Common Property and for Lots, and for the letting of Lots on behalf of the Owners of Lots and/or for the provision of ancillary services for the benefit of the Body Corporate and/or owners and occupiers of Lots in the Scheme, all other Lots (except a Lot to which By-law 8.9 applies) are to be used for residential purposes only.
- 8.9 Any lot which is lawfully able to be utilised for retail purposes under applicable Development Approvals may be used for those purposes in accordance with applicable Development Approvals and Requirements.

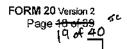
9. Noise

- 9.1 Owners must not make, or permit, any noise in the Lot or on Common Property which will, or will be likely to, unreasonably interfere in any way with the peaceful enjoyment of other Owners or occupiers or of any person lawfully using the Common Property.
- 9.2 In the event of any unavoidable noise in a Lot at any time, the Owner must take all practical means to minimise annoyance to other Owners or occupiers.
- 9.3 All musical instruments, radios, television receivers and sound equipment must be controlled so that they do not cause an annoyance to another Owner or occupier. Such equipment and instruments must not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible to any other Owner or occupier.
- 9.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during those hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.
- Owners must avoid the use of any appliance, which may cause noise nuisance to other Lots, between the hours of 10.00pm and 7:00am. Examples of appliances, which can cause noise nuisance, are dishwashers, washing machines, vacuum cleaners, and the like.

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994



- 9.6 Owners must not hold, or permit to be held, any social gathering that will cause noise that will unduly interfere with the quiet enjoyment of other Owners or occupiers.
- 9.7 Where the floor of a Lot (or part of it), including a balcony area, is a hard surface such as tile or timber, the Owner of that Lot must take reasonable steps to minimize the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures that should be taken to reduce such noise transmission.
- 9.8 Owners of Lots that contain any appliance, fixture or fitting that contributes to 'triggering' or exacerbating any 'water hammer' noise nuisance, must take steps to have the problem rectified, including the removal or modification of-the appliance, fixture or fitting (without limiting the Body Corporate's obligations under the Act and Regulation Module in respect of maintenance of Services and Service Infrastructure).
- 10. By-Law 10 Keeping of Animals
- 10.1 Subject to section 181 of the Act, an Owner must not, without the prior written consent of the Body Corporate, bring or keep an animal on a Lot or the Common Property.
- 10.2 An application to the Body Corporate for consent under By-law 10.1 must be accompanied by a photograph and description of the animal for which the consent is being sought.
- 10.3 The Body Corporate may in its absolute discretion give any consent required by this By-law 10 in respect of up to 1 domestic animal that weighs 10 kilograms or less or, where the Body Corporate otherwise determines as being suitable, a domestic animal of another weight or size. The consent:
 - (1) may be given subject to conditions;
 - (2) will be restricted to the animal the subject of the application;
 - (3) will not apply to any substitute or replacement animal; and
 - (4) subject to the Act and the Regulation Module for the Scheme, may be given by the Committee.
- 10.4 The consent of the Original Owner to an application by an Owner prior to the establishment of the Scheme to keep an animal on their Lot is consent for the purpose of By-law 10.1.
- 10.5 In addition to any conditions to the consent imposed under By-law 10.3(1), an Owner bringing or keeping an animal on a Lot or Common Property must:
 - (1) keep the animal:
 - (a) inside the Owner's Lot;
 - on a leash or carry the animal when the animal is leaving or entering the Building or traversing Common Property;
 - (2) clean up any mess caused by the animal; and
 - (3) ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the enjoyment by an Owner of occupier of any other Lot or of the Common Property.
- 10.6 If, in default of By-law 10.5(2), an Owner does not clean any mess caused by the animal, the Body Corporate may cause the mess to be cleaned and recover the Cost of doing so from the relevant Owner.
- 10.7 The Owner must not leave the animal in the Building unsupervised for more than 48 hours.
- 10.8 The Body Corporate may revoke any consent under this By-law 10 if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed.
- 10.9 The Owner must permanently remove the animal from the Building within 7 days of receiving written notice from



the Body Corporate of the revocation of consent given under By-law 10.2. Subject to the Act and the Regulation Module for the Scheme, the notice of revocation may be given by the Committee.

11. By-law 11 - Right of Entry

- 11.1 The Body Corporate, the Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:
 - (1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
 - (2) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure.
- 11.2 In case of emergency no notice wilt be required under By-law 11.1.
- 11.3 Anything undertaken by the Body Corporate under this By-law 11 will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.
- 11.4 In exercising its Rights under this By-law 11 the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

12. By-law 12 - Body Corporate Rights

- 12.1 Subject to the provisions of the Act and the Regulation Module for the Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner including, without limitation, restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure.
- 12.2 The Committee must ensure that any parts of the Common Property used for:
 - electrical substations or control panels;
 - (2) fire service control panels;
 - (3) telephone exchanges; and
 - (4) other services to the Lots and the Common Property;

are kept tocked unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee.

12.3 The Committee may:

- (1) designate any appropriate part of the Common Property to be used as a storeroom;
- (2) determine rules (for security purposes) under which Owners are given access to the storeroom; and
- (3) use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property and restrict access to those areas or make access to those areas conditional upon the consent of the Committee; and
- (4) determine rules relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirements and those rules are binding on the Owners.

13. By-law 13 - Security

- 13.1 The Body Corporate may establish and maintain a security system and provide security Services for the benefit of Owners and the Building.
- 13.2 Any security equipment installed on the Common Property for use in connection with a security system for the Building will remain the property of the Body Corporate and be maintained and repaired at the Cost of the Body Corporate, subject to the Body Corporate's Obligations under the Act and Regulation Module for the Scheme to recover Costs for the provision of those Services from users.

- 13.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.
- 13.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners in the Building.
- 13.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because the security system:
 - (1) fails or there is unauthorised entry to any part of the Common Property or a Lot; or
 - (2) is not at any particular time operational.
- 13.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency when no notice is required) to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security Services.
- 13.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security Services provided by the Body Corporate.
- By-law 14 Supply of Services
- 14.1 If permitted by any Law or Requirement governing the supply of Services, the Body Corporate may:
 - (1) establish and maintain an electricity supply system (System) for the Scheme; and
 - (2) as an on-supplier:
 - (a) purchase the relevant Service from a supplier; and
 - (b) on-supply that Service to Owners of Lots (collectively called Receivers).
- 14.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
 - (1) the supply of Services to the Body Corporate by a supplier,
 - (2) the on-supply of Services to Receivers; and
 - (3) Service Infrastructure used in connection with the System,

including, without limitation, agreements contemptated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of the relevant Services and the recovery of the Costs to the Body Corporate of supplying that Service.

- 14.3 The Body Corporate must calculate charges for electricity supply to Receivers only as permitted under the relevant electricity Law and Requirements governing on-supply by the Body Corporate and, in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its Obligations to recover the Costs of supplying the Service to Receivers.
- 14.4 If the Body Corporate charges Receivers a tariff rate for the supply of Services which is higher than the rate at which the Body Corporate purchases Services from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.
- 14.5 If the Body Corporate operates and maintains a System under this By-law, it may:
 - (1) enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of Services under the System and recover the costs of providing that Service (as required by the Act and Regulation Module for the Scheme) including charges for:
 - (a) Services supply;

- (b) Installation and connection to the System;
- (c) servicing and maintenance of the System to the extent it is utilised in the provision of the Service to a particular Receiver;
- (d) disconnection and reconnection fees; and
- (e) advance payments or security deposits to be provided in connection with electricity supply through the System;
- (2) establish the basis of Services charges for those Receivers which are not supplied by separate meter (if any) and for Common Property for the Scheme based on an estimate of Services consumption taking into account the number and type of Service fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate:
- (3) establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate; and
- (4) recover any amounts when due and payable from any Receiver under applicable accounts rendered and, if an account is unpaid by the due date:
 - (a) recover any unpaid amount as a liquidated debt;
 - (b) recover interest on any unpaid account;
 - disconnect the supply of reticulated Services to the relevant Receiver;
 - (d) charge a reconnection fee to restore Services supply to that Receiver; and
 - (e) increase the advance payment or security deposit for Service supply to the relevant Receiver, under the Act or other applicable legislation.

15. By-law 15 -Service Infrastructure

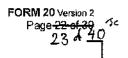
- 15.1 The Body Corporate may make repairs or renovations as ii deems necessary for the preservation of the Services and Service Infrastructure.
- 15.2 To the extent that Service Infrastructure is located within a Lot (other than in a Building), the Owner of the relevant Lot authorises and licences the Body Corporate to enter the Lot to undertake works in respect of the maintenance and repair of Service Infrastructure (Service Works).
- 15.3 In exercising the Rights under this By-law 15, the Body Corporate:
 - may engage contractors to undertake the Service Works;
 - (2) must take reasonable steps to minimise disruption to the Owner in undertaking Service Works and make good all damage caused to the Lot in undertaking Service Works; and
 - (3) give reasonable notice in writing to the Owner of the requirement for Service Works and arrangements for them (except in the case of an emergency in which case no notice is required).

16. By-law 16 - Parking of vehicles

- 16.1 Owners must not:
 - (1) park a vehicle, or allow a vehicle, motor cycle or bicycle to stand, other than in a designated area for parking of vehicles, motor cycles and bicycles respectively in the Car Parking Facility; or
 - (2) without the approval of the Body Corporate, park a vehicle, motor cycle or bicycle, or allow a vehicle, motor cycle or bicycle to stand, on any other part of the Common Property or any Adjacent Lot over which the Body Corporate holds Rights comprising Body Corporate Assets including under a BMS that applies to the Scheme land; and

- (3) permit an Invitee to park a vehicle, motor cycle or bicycle, or allow a vehicle, motor cycle or bicycle to stand, on the Common Property or any Adjacent Lot over which the Body Corporate holds Rights comprising Body Corporate Assets including under a BMS that applies to the Scheme land, other than in a designated area for parking of vehicles, motor cycles and bicycles respectively in the Car Parking Facility.
- 16.2 An approval under clause 16.1(2) must state the period for which it is given. The Body Corporate may cancel the approval by giving 7 days' written notice to the Owner.
- 16.3 Vehicles, motor cycles and bicycles:
 - (1) may only be driven or ridden, as applicable, on the parts of the Common Property or any areas the subject of Rights comprising Body Corporate Assets under the BMS that are designated for the purpose; and
 - (2) must be driven or ridden as applicable at a safe speed.
- 16.4 The Owner of a Lot must not, without the Body Corporate's written approval:
 - (1) ride a skateboard or roller blades, on the Common Property or any Adjacent lot the subject of Rights comprising Body Corporate Assets under the BMS; or
 - (2) permit an Invitee to ride a skateboard or roller blades, on the Common Property or any Adjacent Lot the subject of Rights comprising Body Corporate Assets under the BMS.
- 16.5 Any designated area for visitor parking in the Car Parking Facility must be used by bona-fide visitors only and an Owner must not park a vehicle, motor cycle or bicycle or allow a vehicle, motor cycle or bicycle to stand upon areas designated for visitor parking.
- 16.6 Owners must ensure that their Invitees use the areas designated for visitor parking in the Car Parking Facility only for its intended use of casual parking, within the rules set from time to time by the Committee.
- 16.7 The areas the subject of exclusive use rights under these By-laws are to be used only by Owners (and for the avoidance of doubt, their invitees). Designated areas for parking of vehicles, motor cycles and bicycles respectively in the Car Parking Facility must not be advertised as available for use by the general public and the Body Corporate must not allow a sign to be placed on any part of the Car Parking Facility or Scheme land advertising the availability of car parking to the general public.
- 17. By-law 17 Exclusive Use General
- 17.1 The Original Owner or the Original Owner's agent is authorised to altocate to Owners of lots exclusive use of parts of the Common Property or Body Corporate Assets identified by the Original Owner or the Original Owner's agent.
- 17.2 The Original Owner may make allocations under By-law 17.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property or Adjacent lot the subject of Rights comprising Body Corporate Assets over which exclusive use is given.
- 17.3 Without limitation to By-law 17.2, the Body Corporate:
 - is responsible for undertaking cleaning and maintenance works in respect of any area affocated to Owners under By-law 17.1 (unless otherwise stated in a condition to that allocation); and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-law 17.1 to the extent required to ensure that the Body Corporate complies with its Obligations to recover the Costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-law 17.
- 18. By-law 18 Exclusive Use Car Parks and Motorbike Parks
- 18.1 The Original Owner or the Original Owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property and Adjacent Lots the subject of Rights comprising Body Corporate Assets identified by the Original Owner or the Original Owner's agent for the purpose of car parking or motorbike parking.

QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994



127 Charlotte Street Community Titles Scheme 44257

- 18.2 The Original Owner may make allocations under By-law 18.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property and Adjacent Lots the subject of Rights comprising Body Corporate Assets over which exclusive use is given.
- 18.3 Owners have exclusive use of those parts of Common Property and areas the subject of Rights comprising Body Corporate Assets identified in Schedule E for the purpose of car parking or motorbike parking.
- 18.4 Without limitation to By-law 18.1, the Body Corporate:
 - (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-law 18.1 (unless otherwise stated in a condition to that allocation) or identified under By-law 18.3; and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-law 18.1 to the extent required to ensure that the Body Corporate complies with its Obligations to recover the Costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-law 18.1 or identified under By-law 18.3.
- 18.5 Owners of Lots to which Rights of exclusive use attach under this By-law 16;
 - (1) are responsible for the maintenance and operating Costs associated with the exclusive use areas as invoiced by the Body Corporate under By-law 1.1(1);
 - (2) must not use the exclusive use areas as a workshop, trade or cottage industry purpose; acknowledge that the exclusive use areas are Intended primarily for the parking of motor vehicles and bicycles and not for the storage or household goods, cartons, boxes or the like;
 - (3) must keep the exclusive use areas clean and tidy at all times and must obey the reasonable directions of the Committee in relation to the keeping of the exclusive use areas;
 - (4) must not litter or use the exclusive use areas to create a nuisance to other Owners;
 - (5) must either arrange or allow the Body Corporate to arrange pest control treatments in respect of the exclusive use areas on a regular basis;
 - (6) must maintain the exclusive use areas in good order and condition or observe the requirements of the Body Corporate in respect of that maintenance;
 - (7) must not do anything in the exclusive use areas which would interfere to an unreasonable extent with the use and enjoyment of another Lot or the Common Property by another Owner or occupier; and
 - (8) must not enclose the exclusive use areas in any way or construct other improvements in respect of those exclusive use areas.

By-Law 19 - Exclusive Use - Storage

- 19.1 The Original Owner or the Original Owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property and the Adjacent Lots the subject of Rights comprising Body Corporate Assets identified by the Original Owner or the Original Owner's agent for the purpose of storage.
- 19.2 The Original Owner may make allocations under By-law 19.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property and Adjacent Lots the subject of Rights comprising Body Corporate Assets over which exclusive use is given.
- 19.3 Owners have exclusive use rights of those parts of Common Property and areas the subject of Rights comprising Body Corporate Assets identified in Schedule E for the purpose of storage.
- 19.4 Without limitation to By-law 19.1, the Body Corporate:
 - (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-law 19.1 (unless otherwise stated in a condition to that allocation) or identified under By-law 19.3; and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-law 19.1 to the extent required to ensure that the Body Corporate complies with its Obligations to recover the

Costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-law 19.1 or identified under By-law 19.3.

- 19.5 Owners of Lots to which Rights of exclusive use attach under this By-Law 19:
 - (1) are responsible for the maintenance and operating Costs associated with the exclusive use areas as invoiced by the Body Corporate under By-law 1.1(1);
 - (2) must not use the exclusive use areas as a workshop, trade or cottage industry purpose;
 - (3) must keep the exclusive use areas clean and tidy at all times and must obey the reasonable directions of the Committee in relation to the keeping of the exclusive use areas;
 - (4) must not litter or use the exclusive use areas to create a nuisance to other Owners;
 - (5) must either arrange or allow the Body Corporate to arrange pest control treatments in respect of the exclusive use areas on a regular basis;
 - (6) must maintain the exclusive use areas in good order and condition or observe the requirements of the Body Corporate in respect of that maintenance;
 - (7) must not do anything in the exclusive use areas which would interfere to an unreasonable extent with the use and enjoyment of another Lot or the Common Property by another Owner or occupier; and
 - (8) must not enclose the exclusive use areas in any way or construct other improvements in respect of those exclusive use areas.

20. By-law 20 - Original Owner's Rights

- 20.1 While the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law 20) remains an Owner of any Lot in the Scheme land, the Original Owner and its contractors, agents and those authorised by it, will be entitled to;
 - (1) place such signs and other advertising and display material in and about the Lots, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme land, and will not at any time, and from time to time be more in terms of number and size, than is reasonably necessary;
 - (2) pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme land;
 - (3) carry out any building works for any improvements, or installation of Service Infrastructure on the Scheme land as required to enable the Original Owner to complete forecast development and development authorised under Development Approvals, without objection to the noise, nuisance or other inconvenience which might arise from that (provided the Original Owner complies with this By-Law 20); and
 - (4) use the Common Property or lots in the Scheme owned by the Original Owner to:
 - give access to and egress from any part of the Scheme land with or without vehicles and equipment (or either of them);
 - (b) store building materials, vehicles, equipment or fill on the Scheme land; and
 - (5) install temporary fencing and services for construction purposes;
 - (6) complete development referred to in this By-law 20.
- 20.2 In exercising its rights under this By-law 20, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Owners and occupiers of their respective Lots and the Common Property.
- 20.3 While any construction or building operations are occurring on the Scheme land, Owners and occupiers of Lots and invitees must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions and any directions given to ensure

compliance with applicable Requirements.

21. By-law 21 - Display Unit

- 21.1 While the Original Owner is the Owner, occupier or tessee of a Lot, the Original Owner and its agents will be entitled to use that Lot as a display unit, and Where more than 1 Lot is occupied, leased or owned by the Original Owner, may use multiple Lots for that purpose.
- 21.2 The Original Owner and its agents are entitled to erect, maintain and remove at the expense of the Original Owner, signs and advertising on the Lots referred to in By-law 21.1 and Common Property as they think fit.

22. By-Law 22 - Invitees

- 22.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot
- 22.2 All Owners must compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 22.3 An Owner of a Lot must take all reasonable steps to ensure that invitees comply with these By-laws.

23. By-law 23 - Repairs and Renovations

23.1 The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

24. By-law 24 - Request to Secretary

24.1 An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Committee to the secretary of the Body Corporate or the Body Corporate Manager.

25. By-law 25 - Notices

25.1 Owners must comply with all notices displayed on the Common Property by the Body Corporate or any statutory authority.

26. By-law 26 - Copy of By-laws

26.1 Owners must provide any tenant or other occupier of a lot with a copy of these By-laws. These By-laws are binding on all occupiers of Lots and occupiers must comply with them.

27. By-law 27 - PABX Cabling

- 27.1 If the service contractor and authorised letting agent for the Scheme is entitled to operate a PABX telephone facility or similar Service Infrastructure within the Scheme, then for that purpose it is licensed to install, lay, use, repair, maintain and replace Service Infrastructure associated with the operation of the PABX or similar facility on the Common Property
- 27.2 Ownership of Service Infrastructure referred to in this By-law 27 does not pass to the Body Corporate notwithstanding its location on the Common Property.
- 27.3 The Body Corporate and the Owners must not interfere with the operation of the Service Infrastructure referred to in this By-law 27.
- 27.4 The service contractor and authorised letting agent must observe the reasonable directions of the Body Corporate in respect of installation of Service Infrastructure, referred to in this By-law 27, on the Common Property and make good any damage caused by its removal. Installation of Service Infrastructure referred to in this By-law 27 must not interfere with other Service Infrastructure or disrupt Services available through the Service Infrastructure constituting Common Property or otherwise located on the Scheme land.

28. By-law 28 - Cable TV

28.1 The Body Corporate and each Owner acknowledge that where any agreement exists with a Services supplier for the installation of Service Infrastructure and provision of cable television data or similar communication Services for the

benefit of the Scheme and Owners, the Body Corporate must:

- (1) allow the relevant party to the agreement to install Service Infrastructure on the Common Property as required to enable Owners to receive Services provided under the agreement; and
- (2) provide electricity supply, at the Cost of the Body Corporate, if necessary for the operation of Service Infrastructure installed on the Common Property as referred to in this By-law 28 and associated with the provision of the relevant Services.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. Definitions

1.1 In this Schedule D terms that are defined in Schedule C have the same meaning and Code means the Architectural and Landscape Code contained in this Schedule D.

2. Architectural and Landscaping Code

1.1 This Schedule D contains the Code for the Scheme.

3. Statement of Intent

- 3.1 The purpose of this Code is:
 - (1) to ensure a high standard of design and construction for the Scheme land is maintained to protect the investment of Owners and ensure that the Building, Common Property, facilities and Service Infrastructure and Services for the Scheme are maintained;
 - (2) enhance the visual attractiveness of the Scheme and provide a coordinated and consistent style and standard for the Scheme; and
 - (3) to ensure that design and landscaping conditions of Development Approvals and other conditions of Development Approvals are complied with on an ongoing basis.

4. Local Government Requirements

- 4.1 The Body Corporate and each Owner must ensure that they comply with the conditions of applicable Development Approvals for the Scheme land.
- 4.2 Nothing In this Code restricts or limits the operation of any Development Approval affecting the Scheme land or limits the rights of any assessing authority to impose conditions on future development of Scheme land.

5. Works

5.1 Any works must comply with applicable Requirements for those Works, including the provisions of Development Approvals and terms of this Code.

6. General Requirements for Works

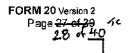
- 6.1 Without limiting anything else in this Code, if an Owner wishes to undertake Works, an Owner must:
 - observe all Requirements in respect of those Works and obtain any necessary Development Approval for those Works;
 - (2) comply with the provisions of the Act in respect of the conduct of those Works;
 - (3) notify the Committee of the Owner's intention to undertake Works and provide the Committee with copies of any information about the Works reasonable requested by the Committee, which may include:
 - (a) copies of Development Approvals and permits applicable for the Works;
 - (b) copies of plans and drawings in respect of the Works;

- copies of insurances in respect of the Works and the terms of any contract with a builder or service contractor in respect of the Works; and
- (d) evidence reasonably required by the Committee to satisfy itself that the Works will not breach a term of this Code:
- (4) meet all Costs of Works and any Costs of restoration of the Common Property necessitated as a consequence of the Works:
- (5) undertake the Works in a manner that minimises disturbance to other Owners or occupiers of Lots and observe any reasonable directions of the Committee given to ensure minimal disruption to other Owners;
- (6) give reasonable notice to the Committee of the anticipated during of the Works, the time at which access will be required in respect of the Works to parts of the Scheme land other than the Lot, and identify all builders or service contractors that will require access; and
- (7) keep the Committee informed as to the progress of the Works and respond to requests for information from the Committee promptly during the Works.
- 6.2 Clause 6.1 of this Code does not apply to limit the Original Owner's right to complete Development of the Scheme land or to exercise rights under By-law 19 in Schedule C of this CMS.
- 6.3 Hard floor surfaces e.g. tiling, timber etc. must not be installed without the prior written consent of the Body Corporate this includes any replacement of an existing hard floor surface. Where hard floor surfaces are installed, the Body Corporate may specify acoustic ratings which must be maintained which will be for hard floors over habitable areas between the Lot and any adjoining or adjacent Lot:
 - (1) Acoustic rating IC60 for bedrooms, dining areas, living areas, studies and kitchens; and
 - (2) Acoustic rating IIC55 for bathrooms, laundries and hallways.
- 6.4 This Code does not prevent an Owner from undertaking Works for the installation of any:
 - (1) locking or other safety device for protection of its Lot against intruders; or
 - (2) screen or other device to prevent entry of animals or insects upon its Lot,

provided that the Works are constructed in a workman-like manner in accordance with relevant Requirements and so as to maintain the fire-rating integrity as required, maintained in a state of good and serviceable repair by the Owner, and do not detract from the good appearance of the Building.

7. Responsibility for Contractors

- 7.1 Owners are responsible for any damage, Costs or other liabilities arising out of the undertaking of any Works, including damage, Costs or liabilities caused by service contractors engaged by the Owner in connection with the Works.
- 7.2 If damages, Costs or liabilities are suffered or incurred by the Body Corporate in respect of Common Property, Body Corporate Assets or parts of Buildings that are the responsibility of the Body Corporate, the Body Corporate may recover those Costs, liabilities or damages from the Owner as a liquidated debt and regardless of whether those Costs, damages or liabilities are caused by the Owner or service contractors engaged or authorised by the Owner in connection with the Works.
- 7.3 In addition to the requirements of the Original Owner's Development Approval, development of the Scheme land, including Lots, must comply with the lawful requirements of assessing authorities for design, construction and Landscaping.
- 7.4 Without limitation to clause 7.3, the Body Corporate and each Owner must ensure that:
 - landscaping on Common Property or Lots respectively is maintained to the satisfaction of the assessing authority;
 - (2) all landscaping complies with the landscape plan;



- (3) existing vegetation on the land in the Schemes is retained in its natural state as far as it is practicable to do so; and
- (4) no clearing, other than as permitted by an assessing authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant assessing authority.

8. Consistent Use Rights for Scheme Land Purpose

- 8.1 Each Owner acknowledges that the:
 - (1) Scheme is designed and intended to be used as a premium residential development; and
 - (2) Development Approval requires the maintenance and upkeep of the Scheme land to the design and operational specifications to which it has been constructed.

9. Standard of Lots and Common Property

9.1 Each Owner acknowledges that this Code relates to and requires minimum standards and specifications for the finishes and fittings, furnishing and other design standards for Scheme land and each Owner must ensure in the performance of its statutory Obligations under the Act to maintain its Lot in good condition and that it observes the provisions of this Code.

Connection to Service Infrastructure

- 10.1 The Original Owner may arrange for and undertake the installation of Service Infrastructure or connections to existing or new Service Infrastructure at any time where required to comply with Development Approvals for the development of the Scheme land or otherwise to implement development forecast in respect of the Scheme land under BMS.
- 10.2 During the course of Works to install Service Infrastructure access to certain areas of the Scheme land may be modified to the extent required to compty with Requirements associated with the undertaking of Works, including workplace health and safety requirements and the Owners must observe the reasonable directions of the Original Owner in respect of access to and from parts of the Scheme land in which those Works are being undertaken by the Original Owner.
- 10.3 Without limiting clause 10.1, Works undertaken for the matters referred to in this clause 10 may involve upgrading or relocation of existing Services and arranging for new Services and installation of new Service Infrastructure for those purposes without objection from the Body Corporate or Owners. The Body Corporate and Owners acknowledge that Service Infrastructure may be located in areas in the Scheme land on a temporary basis pending relocation.

11. Services Location Diagram

11.1 Service easements as defined in the Act are present on the Scheme land. The approximate location of these service easements are as shown on the Services Location Diagram which is attached to this CMS in Annexure A.

12. Statutory Easements

12.1 The following statutory easements under the Land Title Act 1994 apply to the Lots (including the Common Property) in the Scheme as follows:

Lot Description	Statutory Easement	
Lots	Each Lot, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other, has the benefit and burden of the statutory easements for:	
	 support; shelter; projections; and utility services and infrastructure (including, but not limited to, those easements described in the Services Location Diagram). 	
Common Property	The Common Property, to the extent applicable and	

SCHEDULE

FORM 20 Version 2 Page 20 0/39 70 29 or 40

127 Charlotte Street Community Titles Scheme 44257

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

support;
shelter;

 projections; and
 utility services and infrastructure (including, but not limited to, those easements described in the Services Location Diagram).

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

Lot on Plan	Exclusive Use of Area (as identified on sketch plans in Annexure B)	Use	
Lot 2801 on SP 234557	B1	Car parking	
Lot 2803 on SP 234557	B6	Car parking	
Lot 607 on SP 234557	B7	Car parking	
Lot 2806 on SP 234557	B8	Car parking	
Lot 2206 on SP 234557	B9	Car parking	
Lot 2506 on SP 234557	C1	Car parking	
Lat 807 on SP 234557	C2	Car parking	
Lot 903 on SP 234557	C3	Car parking	
Lot 1103 on SP 234557	C4	Car parking	
Lot 1306 on SP 234557	C5	Car parking	
Lot 1406 on SP 234557	C6	Car parking	
Lot 1503 on SP 234557	C7	Car parking	
Lot 2606 on SP 234557	C8	Car parking	
Lot 1603 on SP 234557	C9	Car parking	
Lot 1703 on SP 234557	C10	Car parking	
Lot 1803 on SP 234557	C11	Car parking	
Lot 1903 on SP 234557	C12	Car parking	
Lot 705 on SP 234557	C13	Car parking	
Lot 906 on SP 234557	C14	Car parking	
Lot 1005 on SP 234557	C18	Car parking	
Lot 2706 on SP 234557	CM1	Motorbike parking	
Lot 2706 on SP 234557	CM2	Motorbike parking	
Lot 2706 on SP 234557	CM3	Motorbike parking	
Lot 803 on SP 234557	D1	Car parking	
Lot 1801 on SP 234557	D2	Car parking	
Lot 1303 on SP 234557	D3	Car parking	
Lot 2001 on SP 234557	D4	Car parking	
Lot 2104 on SP 234557	D5	Car parking	
Lot 1804 on SP 234557	D6	Car parking	
Lot 2203 on SP 234557	D7	Car parking	
Lot 2303 on SP 234557	D8	Car parking	
Lot 701 on SP 234557	D9	Car parking	
Lot 2105 on SP 234557	D10	Car parking	
Lot 2302 on SP 234557	D11	Car parking	
Lat 2201 on SP 234557	D12	Car parking	
Lot 905 on SP 234557	D13	Car parking	
Lat 2406 on SP 234557	D14	Car parking	
Lot 705 on SP 234557	D15	Car parking	
Lot 1502 on SP 234557	D16 and \$1	Car parking and storage	

Lot on Plan	Exclusive Use of Area (as identified on sketch plans in Annexure B)	Use
Lot 2706 on SP 234557	D17	Car Parking
Lot 2706 on SP 234557	D18	Car Parking
Lot 2706 on SP 234557	DM1	Motorbike parking
Lot 2706 on SP 234557	DM2	Motorbike parking
Lot 2706 on SP 234557	DM3	Motorbike parking
Lot 603 on SP 234557	E1	Car Parking
Let 603 on SP 234557	E2	Car Parking
Lot 2403 on SP 234557	E3	Car Parking
Lot 1403 on SP 234557	E4	Car Parking
Lot 703 on SP 234557	E5	Car Parking
Lot 2603 on SP 234557	E6	Car Parking
Lot 1602 on SP 234557	E7	Car Parking
Lot 2702 on SP 234557	E8	Car Parking
Lot 1705 on SP 234557	E9	Car Parking
Lot 901 on SP 234557	E10	Car Parking
Lot 1701 on SP 234557	E11	Car Parking
Lot 2103 on SP 234557	E12	Car Parking
Lot 1003 on SP 234557	E13	Car Parking
Lot 801 on SP 234557	E14	Car Parking
Lot 1402 on SP 234557	E15	Car Parking
Lot 2703 on SP 234557	E16	Car Parking
Lot 1601 on SP 234557	E17	Car Parking
Lot 2701 on SP 234557	E18	Car Parking
Lot 706 on SP 234557	E19	Car Parking
Lot 2706 on SP 234557	E20	Car Parking
Lot 2706 on SP 234557	EM1	Motorbike parking
Lot 2706 on SP 234557	EM2	Motorbike parking
Lot 2706 on SP 234557	EM3	Motorbike parking
Lot 2706 on SP 234557	F1	Car Parking
Lot 2205 on SP 234557	F2	Car Parking
Lot 1105 on SP 234557	F3	Car Parking
Lot 2706 on SP 234557	F4	Car Parking
Lot 1901 on SP 234557	F5	Car Parking
Lot 1905 on SP 234557	F6	Car Parking
Lot 2005 on SP 234557	F7	Car Parking
Lot 1505 on SP 234557	F8	Car Parking
Lot 2301 on SP 234557	F9	Car Parking
Lot 2706 on SP 234557	F10	Car Parking
Lot 601 on SP 234557	F11	Car Parking
Lot 601 on SP 234557	F12	Car Parking
Lot 2706 on SP 234557	F13	Car Parking
Lot 2706 on SP 234557	F14	Car Parking

FORM 20 Version 2 Page 81 of 39 って 32 み <u>40</u>

Lot on Plan	Exclusive Use of Area (as identified on sketch plans in Annexure B)	Use	
Lot 1002 on SP 234557	F15	Car parking	
Lat 2101 on SP 234557	F16	Car parking	
Lot 1101 on SP 234557	F17	Car parking	
Lot 2601 on SP 234557	F18	Car parking	
Lot 2003 on SP 234557	F19	Car parking	
Lot 2706 on SP 234557	FM1	Motorbike parking	
Lot 2708 on SP 234557	FM2	Motorbike parking	
Lot 2706 on SP 234557	FM3	Motorbike parking	
Lot 2706 on SP 234557	FM4	Motorbìke parking	
Lot 2706 on SP 234557	FM5	Motorbike parking	

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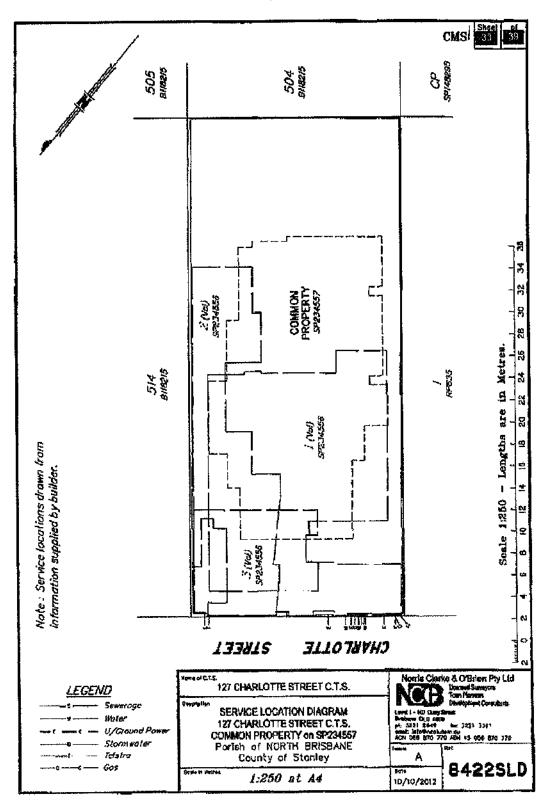
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FORM 20 Version 2 Page 32 of 39 33 of 40

127 Charlotte Street Community Titles Scheme 44257

Annexure A

Service Location Diagram



QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994

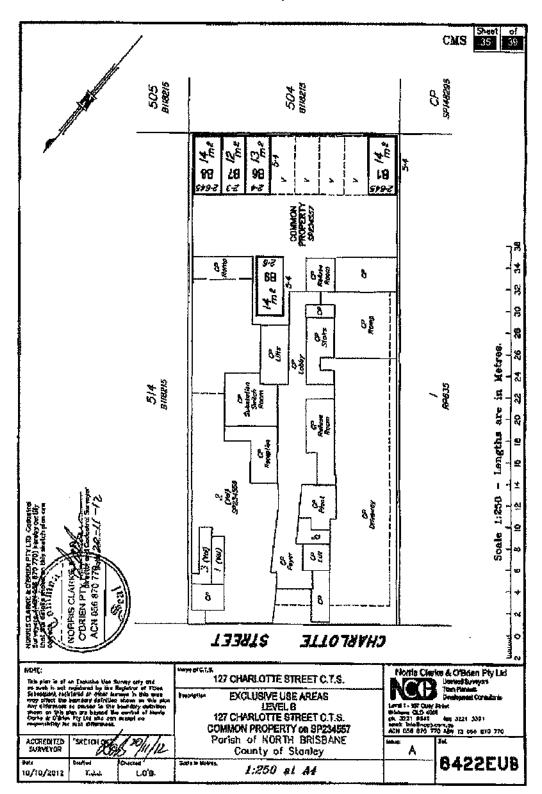
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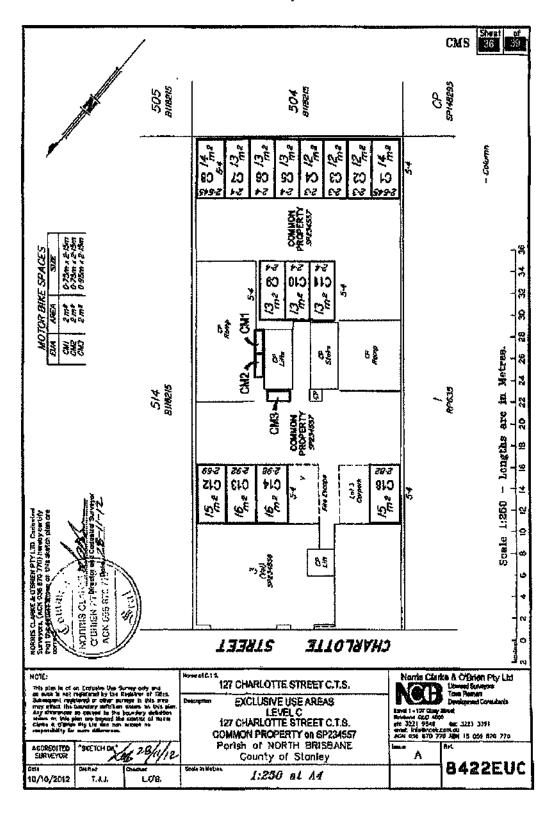
FORM 20 Version 2 Page 34 of 39 35 of 40

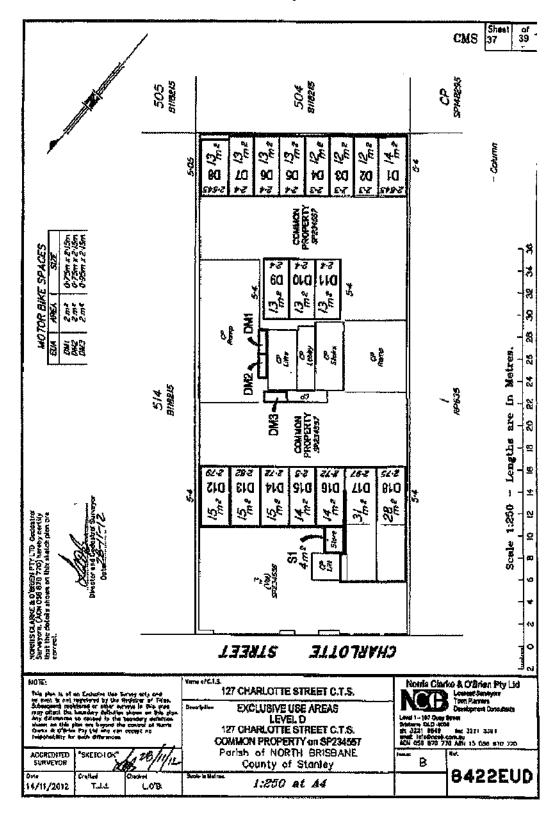
127 Charlotte Street Community Titles Scheme 44257

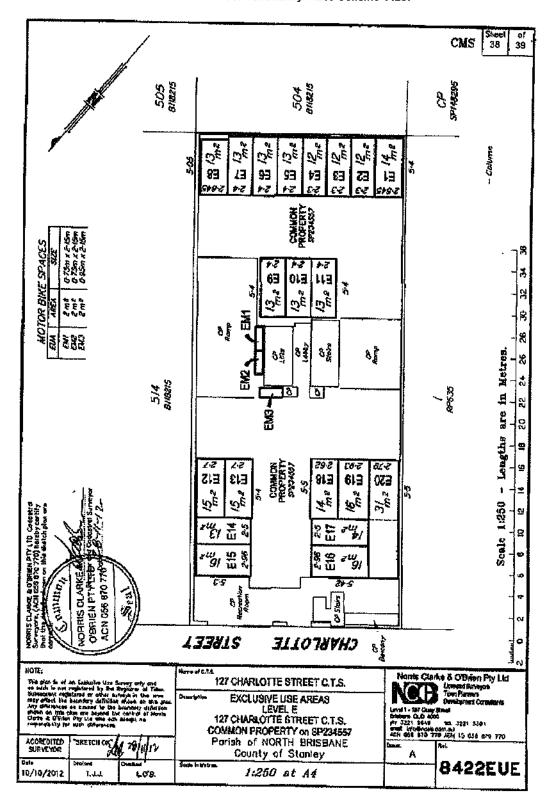
Annexure B

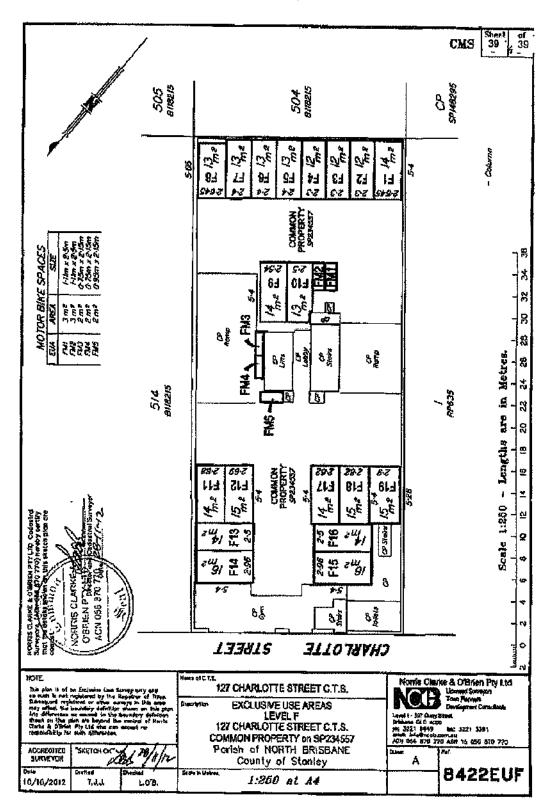
Exclusive Use Plans













PO Box 111, CORINDA QLD 4075 ABN 68613005182 Ph: (07) 3379 7455 Fax: (07) 33797499 info@hbcm.co

Yang Chen 1203 / 127 Charlotte Street BRISBANE QLD 4000 Tax Invoice ABN: 68 395 804 276

Date of Notice: 02/06/2025

Body Corporate and Community Management Act 1997

ARREARS - NOTICE OF CONTRIBUTIONS

RE: 127 CHARLOTTE STREET C.T.S 44257, Lot 1203, Unit 1203, 127 Charlotte Street, BRISBANE QLD 4000

Details	Admin	Sinking	Interest	Due Date	Total
Standard Levy Contribution Schedule (01/05/25 - 31/07/25)	\$1,228.36	\$295.34	\$38.09	01/05/2025	\$1,561.79
Standard Levy Insurance Schedule (01/05/25 - 31/07/25)	\$295.61	\$0.00	\$7.39	01/05/2025	\$303.00
Charge for arrears notice dated 02/06/2025	\$44.00	\$0.00	\$0.00	02/06/2025	\$44.00
	Total Amo	ount Due \$1,90	08.79		
Gross Taxable amount of \$44.00 includes GST of \$4.00					

Interest at the rate of 30% per annum (2.5% per month) is payable on overdue levies.

From March 2024, **DEFT** will no longer be accepting payments over the phone. From November 2024, **DEFT** will no longer be accepting payments by cheque. Please note updated payment options below.

Page 1 of 1





Hartley's Body Corporate Management
*Payments by Internet from your cheque or savings account require registration. Please complete a
Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672
162. Payments by Credit Card do not require registration and a surcharge may apply.

Ways to pay



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Visit **deft.com.au** to pay by card or direct debit. Payments may attract a surcharge.



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Biller Code: 96503 Ref: 292665494140063

Mobile & Internet Banking - BPAY Make this payment from your preferred bank account.



POST BILLPAY



Pay in-store at Australia Post by eftpos or cheque. Cheques payable to 127 Charlotte Street CTS 44257

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Vendor/s

YANG CHEN

Property Address

UNIT 1203 127 CHARLOTTE ST, BRISBANE CITY QLD 4000





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

	IEDULE	e is inserted, the Contract Date is the date		
Contract Date:		the last party signs the Contract		
PARTIES				
SELLER				
NAME:				ABN:
YANG CHEN				
·				
			STATE:	POSTCODE:
PHONE:	MOBILE:	EMAIL:		
NAME:				ABN:
ADDRESS:				
SUBURB:			STATE:	POSTCODE:
PHONE:	MOBILE:	EMAIL:		
CELLEDIC ACENT				
SELLER'S AGENT				
NAME:				
Image Sales Pty Ltd T/as Image	e Sales			
ABN: 58 640 877 345		LICENCE NO: 4407391		
ADDRESS: 57 Kirby Road				
SUBURB: ASPLEY			STATE: C	QLD POSTCODE: 4034
PHONE: 07 3263 1811	MOBILE: 0481 536 241	EMAIL: Sale.support@imageproperty.com.au		
SELLER'S SOLICIT	OR	← or a	nv other solicit	or notified to the Buyer
NAME:	SIX.		,	or mouniou to une buy or
REF:	CONTACT:			
ADDRESS:				
SUBURB:			STATE:	POSTCODE:
·	MODIL F.	EMAIL.	SIAIL	1031CODE.
PHONE:	MOBILE:	EMAIL:		
BUYER				
NAME:				ABN:
ADDRESS:				
SUBURB:			STATE:	POSTCODE:
PHONE:	MOBILE:	EMAIL:		
NAME:				ABN:
ADDRESS:				
SUBURB:			STATE:	POSTCODE:
			SIAIE.	こいうしいカー
PHONE:	MOBILE:	EMAIL:		

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

ABN:				LICENCE NO:			
ADDRESS:							
SUBURB:						STATE:	POSTCODE:
PHONE:		MOBILE:		EMAIL:			
BUYER'S NAME:	SOLIC	CITOR			← or any	other solicitor no	tified to the Sel
REF:		CONTACT:					
ADDRESS:							
SUBURB:				·		STATE:	POSTCODE:
PHONE:		MOBILE:		EMAIL:			
PROPER1	ГΥ						
LOT: AD	DRESS:	1203/127 Charlotte Stree	t				
SU	IBURB:	Brisbane City				STATE: QLD	POSTCODE:
DESCRIPTION	ON:	LOT: 1203	PLAN:	SP234557	AREA:	65 m2 sqm	← n
		TITLE REFERENCE: 5089	9425		SOLD AS:		Leasehold
		🗶 Built On 🔲 V	acant			 if neither is sele being Freehold 	ected, the Lot is to
Present Use	::	Decidential				· ·	
		Residential					
Local Gover	nment:	BRISBANE CITY					
Excluded Fi	xtures:					■ attach anı	nexure for additio
Included Ch	attels:					■ attach anı	nexure for additio
PRICE							
and real es	tate age n this C	e targeting real estate tra ents. <u>BEFORE</u> you pay a contract, you should con ou.	ny funds to and	other person or com	pany using inform	ation that has be	een emailed to
PURCHASE PRICE:	\$			Deposit Holder:	Image Sales		
DEPOSIT:				Deposit Holder's	Image Sales Pty L	td.	
Initial Deposit	\$	a an the adecastic B		Trust Account:	and the second of the second o		
	unless	e on the day the Buyer sigr another time is specified b	ns this contract elow:	Dowle			
Delevis				Bank: BSB: 184-446	Macquarie Bank	nt No: 304522618	
Balance Depos					Accour	ILINO: 304322018)
(if any)		e on:					

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

SETTLEMENT						
SETTLEMENT DATE:						
	under s79, s80 or	s81 of the Property La tlement Date as stated	w Act 2023.		()	r a special condition of this contract or nt on a particular date, seek legal
GST						
[Select one. For sale of for GST, select first o		al land or residential	unit between parties who	o are	not r	egistered or required to be registered
			s for the Seller and Buyer on the Agent to complete.		Selle	er and Buyer should seek professional
No GST is payab	ole or Purchase Price i	includes GST (if any)	clause 10.2 applies]			
Buyer must pay	GST in addition to the	Purchase Price [claus	e 10.3 applies]			
Margin Scheme	[clause 10.4 applies]					
Going concern [c	clause 10.5 applies]					
Farm Land [claus	se 10.6 applies]					
[If not completed, clause 1	10.2 No GST is payable o	or Purchase Price include	es GST applies]			
GST WITHHOLDII	NG OBLIGATION	IS				
Is the Buyer registere	d for GST and acquii	ring the Property for	a creditable purpose?	X	No Yes	← WARNING: the Buyer warrants in clause 3.3(5) that this information is true and correct.
[Note: An example of an a Property by a building con house on the Lot and selli	ntractor, who is registered	for GST, for the purpos				
The Seller gives notic Withholding Law that	:	cordance with section	n 14-255(1)(a) of the			← 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
	required to make a pa in relation to the supp		4-250 of the	the sale of 'new residential 'potential residential land' (: exceptions) and requires a		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
Law in relation to	uired to make a payme to the supply of the Pro the Seller is required	perty. Under section 1	4-255(1) of the			to the ATO. The Seller should seek legal advice if unsure about completing this section.
LAND TAX						
	is not the Seller's prin		ce (their home); and n connection with the Prope	erty.		
No adjustment is	to be made for land to	ax				
Land tax is to be	adjusted on a single h	nolding basis				
Land tax is to be	adjusted on the Selle		lity			
CONDITIONS						
FINANCE			BUILDING AND/	OR P	EST I	NSPECTION DATE
Finance Amount: \$			Inspection Date:			
Financier:						
						npleted, the contract is not subject to an 4.2 does not apply.
Finance Date:						
 Unless all of "Finance A completed, this contract 	Amount", "Financier" and t is not subject to finance		t apply.			

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

MATTERS AFFECTING PROPERTY TITLE ENCUMBRANCES:

The I	Encum	brances listed below will remain after	settlement under clause 7.2:			
X		r Disclosure Statement was given to				
	a.	the registered interests and encum l mortgage, caveat or charge; and	-	ch inc	luded in the Seller	Disclosure Statement other than any
	b.					land) disclosed in the Seller Disclosure xample clause 3.5).
		•	· ·			
		r Disclosure Statement was NOT giv	-			
		umbrances that will remain after settle				
		o include specific description of all regisces (see definition of Encumbrances)).	sterea interests, unregisterea i	nteres	is and statutory	
Is the	•	S: erty sold subject to a Residential Tenan or Rooming Accommodation Agreemer	nt2	ontain	ed in the attached	Tenancies Schedule
отн	ER MA	ATTERS:				
Resi	dentia	I Tenancy Agreements or Rooming A	Accommodation Agreements	:		← WARNING TO SELLER: If the Property of
Acco the C	mmoda contracts, the c	operty been subject to a Residential Ter ation Agreement at any time within the it Date? day of the last rent increase for each resomprising the Property is:	period of 12 months before		No Yes	any part has been let at any time in the las 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.
		ERS AND APPLICATIONS:				
		hood Disputes (Dividing Fences and	Trees) Act 2011, section 83:			← WARNING: Failure to comply with s83
Is the Civil	Lot af and Ac	ffected by an application to, or an order Iministrative Tribunal (QCAT) in relation	made by, the Queensland n to a tree on the Lot?	X	No Yes	Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of a order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate
it yes	s, a cop	by of the application or order is given wi	tn this contract.			the contract prior to Settlement.
POO	DL SA	AFETY				
Q1.	Is the	ere a pool on the Lot or on adjacent land ot?	d used in association with	×	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
Q2.	If the	answer to Q1 is Yes, is there a Pool Cool at the time of contract?	ompliance Certificate for	×	No Yes	there is no Pool Compliance Certificate at the Contract Date you must give a Notice No Pool Safety Certificate to the Buyer pri to entering into this contract
ELE	CTR	ICAL SAFETY SWITCH AND S	SMOKE ALARM			
■ NC	TE: Th	is section must be completed if there is a	a domestic dwelling on or comp	rising	the Lot	
Appr	oved S	gives notice to the Buyer that an afety Switch for the General cket Outlets is:	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.
alarn	ns com	gives notice to the Buyer that smoke plying with the Smoke Alarm t Provision are:	Installed in the residence Not installed in the residence			← 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)

LOTS IN A COMMUNITY TITLES SCHEME

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:

(COMPLETE IF APPLICABLE)

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.

		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)*	
*Inclu	de in attachment if insufficient space	
INSP	ECTION OF BODY CORPORATE RECORDS	
Reco		← If "Records Inspection Date" is not completed, the contract is not subject
11000	rds Inspection Date:	to a satisfactory inspection of records and clause 12.3 does not apply.
	S IN A BUILDING UNIT AND GROUP	to a satisfactory inspection of records and clause 12.3 does not apply.
LOT	·	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE) ← WARNING TO SELLER: The Contract
LOT WAR	'S IN A BUILDING UNIT AND GROUP	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE)
LOT WAR	S IN A BUILDING UNIT AND GROUP TRANTIES AND CONTRACTUAL RIGHTS Lot is a lot in a Parcel to which the Building Units a	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE)
LOT WAR If the applie	RANTIES AND CONTRACTUAL RIGHTS Lot is a lot in a Parcel to which the Building Units a es, the Seller gives notice to the Buyer of the follow Proposal to add to, alter or repeal by-laws	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE)
LOT WAR If the applie	RANTIES AND CONTRACTUAL RIGHTS Lot is a lot in a Parcel to which the Building Units a es, the Seller gives notice to the Buyer of the follow Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a)) Unapproved improvements on common	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE)
LOT WAR If the applie (a)	RANTIES AND CONTRACTUAL RIGHTS Lot is a lot in a Parcel to which the Building Units a es, the Seller gives notice to the Buyer of the follow Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a)) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))* Outstanding by-law contravention notices	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE)
LOT WAR If the applied (a) (b) (c)	RANTIES AND CONTRACTUAL RIGHTS Lot is a lot in a Parcel to which the Building Units a es, the Seller gives notice to the Buyer of the follow Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a)) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))* Outstanding by-law contravention notices (clause 13.9(1)(c))* Proposed Body Corporate resolutions (clause	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE)
LOT WAR If the applie (a) (b) (c) (d) *Includ INSP	RANTIES AND CONTRACTUAL RIGHTS Lot is a lot in a Parcel to which the Building Units ares, the Seller gives notice to the Buyer of the follows: Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a)) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))* Outstanding by-law contravention notices (clause 13.9(1)(c))* Proposed Body Corporate resolutions (clause 13.10)*	to a satisfactory inspection of records and clause 12.3 does not apply. TLE PARCEL (COMPLETE IF APPLICABLE)

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

The REIQ Terms of Contract for the Sale and Purch	nase of Residential Real Estate (Pa	ges 7-21) (First Edition) contain the Terms of this Contract.
SPECIAL CONDITIONS		
	le copy, or a printed electronic cop	in the Contract upon one party signing the Contract that has by of that Contract) and transmitting a facsimile copy, or
The seller/s hereby irrevocably authorises and outstanding fees and charges including commissions.		to draw a cheque payable to the Agents for balance of their or to settlement.
SIGNATURES		
The contract may be subject to a 5 busi purchase price applies if the Buyer termi the Buyer obtain an independent proper cooling-off rights, before signing.	ness day statutory cooling- nates the contract during the ty valuation and independe	off period. A termination penalty of 0.25% of the statutory cooling-off period. It is recommended nt legal advice about the contract and his or her
Buyer: Date:	: Witness:	
		(Alata Maritana di Araba Dana
By placing my signature above, I warrant that I am the Reference Schedule or authorised by the Buye		(Note: No witness is required if the Buyer signs using an Electronic Signature)

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

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

Date:

Date:

000039902562

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

Seller: _

Witness:

Witness:

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);
 - "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:
 - 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;
 - "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);
 - (0) "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 Oueensland;
- (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;
- "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]
- "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the Queensland Building and Construction Commission Regulation 2018;

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

Page 7 of 21

(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;

(II) "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

lf:

- 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:
 - 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;
 - 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:
 - 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

- 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
 - 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.
- 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;
 - 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:

- 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
- 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;
 - 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.
- 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.
- 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).
- 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:
 - to the Seller or its mortgagee are the responsibility of the Buyer; and
 - 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;
- (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.

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:
 - 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

- 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

- 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:
 - ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- 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:
 - 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:
 - 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
- 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:

- 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:
 - 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:
 - 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:
 - 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

- 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

- (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:

- 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;
 - 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);
 - (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:

- 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;
- 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

- 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:

- 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

- 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:
 - 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:
 - 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.