

Contract for the Sale and Purchase of Residential Real Estate

First Edition

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

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

REFERENCE SCHEDULE

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

PARTIES

SELLER

NAME: _____ ABN: _____
Scott Alexander Holmes
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
PHONE: _____ MOBILE: _____ EMAIL: _____
NAME: _____ ABN: _____
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: 4114
PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____
NGU Logan PTY Ltd T/A NGU Real Estate Logan
ABN: 22 683 226 360 LICENCE NO: 4837756
ADDRESS: 497 Kingston Road
SUBURB: Kingston STATE: QLD POSTCODE: _____
PHONE: 07 3462 2870 MOBILE: 0435172383 EMAIL: logan@ngurealestate.com.au

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____
Pine Lawyers
REF: _____ CONTACT: _____
Andrew Pine
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
PHONE: _____ MOBILE: 0452 637 390 EMAIL: andrew@pinelawyers.com.au

BUYER

NAME: _____ ABN: _____
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
PHONE: _____ MOBILE: _____ EMAIL: _____
NAME: _____ ABN: _____
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
PHONE: _____ MOBILE: _____ EMAIL: _____

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

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BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

TO BE NOMINATED

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: ADDRESS: 47/116-136 Station Road

SUBURB: Loganlea STATE: QLD POSTCODE: 4131

DESCRIPTION: LOT: 47 PLAN: SP180828 AREA: 142 sqm ← more or less

TITLE REFERENCE: 50767248

SOLD AS: ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant

■ if neither is selected, the Lot is treated as being Freehold.

Present Use: RESIDENTIAL

Local Government: LOGAN CITY

Excluded Fixtures: ■ attach annexure for additional space

Included Chattels: ■ attach annexure for additional space

PRICE**Cyber Warning**

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

PURCHASE \$
PRICE:

Deposit Holder: NGU Logan PTY LTD

DEPOSIT:

Initial Deposit \$

payable on the day the Buyer signs this contract unless another time is specified below:

One Business Day From Contract Date

Balance Deposit \$

(if any)

payable on: One Business Day From Unconditiona

Deposit Holder's Trust Account: NGU Logan PTY LTD Trust Account

Bank: Commonwealth Bank

BSB: 064-194

Account No: 1071 8819

DEFAULT INTEREST RATE: _____ %

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

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

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

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SETTLEMENT

SETTLEMENT DATE: DAYS FROM CONTRACT DATE

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

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

GST

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

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- ☒ No
☐ Yes

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

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

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

(select whichever is applicable)

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

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

LAND TAX

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

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

[select one]

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

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

CONDITIONS

FINANCE

Finance Amount: \$ SUFFICIENT TO COMPLETE PURCHASE

Financier: FINANCIER OF BUYERS CHOICE

Finance Date: DAYS FROM CONTRACT DATE

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: DAYS FROM CONTRACT DATE

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

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

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

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

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

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

Any encumbrance relating to water, sewage, drainage, electricity or any other service which in any way affects the land whether such encumbrance is registered, unregistered or resulting from any other statute

TENANCIES:

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

- ☐ No
☒ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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

- ☐ No
☒ Yes

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

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

09 January 2024

TREE ORDERS AND APPLICATIONS:

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

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

- ☒ No
☐ Yes

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

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

POOL SAFETY

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

- ☐ No
☒ Yes

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

- ☐ No
☒ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

- ☒ Installed in the residence
☐ Not installed in the residence

← **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.

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

- ☒ Installed in the residence
☐ Not installed in the residence

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

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

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

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

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

- | | |
|--|--|
| (a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (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)* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |

*Include in attachment if insufficient space

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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

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

- | | |
|---|--|
| (a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a)) | |
| (b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))* | |
| (c) Outstanding by-law contravention notices (clause 13.9(1)(c))* | |
| (d) Proposed Body Corporate resolutions (clause 13.10)* | |

*Include in attachment if insufficient space

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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SPECIAL CONDITIONS

- 1.1 It is agreed by all parties that any notice of execution of the Contract of sale may be sent by email. This special condition shall be conclusive proof that each of the parties consented to receiving notice of execution of the Contract by email prior to the notice being sent.
- 1.2 If no email address is listed on the Contract for a party or their solicitor then the other party may use the email address on any correspondence sent to them.
- 1.3 The email will be deemed to be received 15 minutes after it was sent. The sender's copy of the email with the time noted is sufficient evidence.
2. The Seller acknowledges that if the Deposit held by the Deposit Holder is insufficient to cover the Agent's commission and/or outstanding marketing and hereby irrevocably authorises and directs the Buyer's solicitor to draw a separate cheque at settlement to cover the Agent's commission less any Deposit held by the Deposit Holder.
3. Counterpart
This Contract may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original, but such counterparts together will constitute one and the same instrument.

SIGNATURES

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

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

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

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

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

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

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

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

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TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

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

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

2. DEPOSIT

2.1 Payment of Deposit

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

2.2 Investment of Deposit

If:

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

2.3 Entitlement to Deposit and Interest

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

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

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

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

3.2 Foreign Residents Capital Gains Tax Withholding

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

3.3 GST Withholding

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

3.4 Adjustments

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

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

3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

3.6 Rent

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

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

4. CONDITIONS

4.1 Finance

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

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

4.2 Building and Pest Inspection

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

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

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

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

5.3 Place for Settlement

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

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

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

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

5.6 Assignment of Covenants and Warranties

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

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

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

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

6.3 Extension of Settlement Date – Late Unsigning

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

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

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

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

7.5 Survey and Mistake

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

7.6 Requirements of Authorities

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

7.7 Property Adversely Affected

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

7.8 Effect of Pre-Contract Disclosure

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

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

7.9 Compliant Smoke Alarms

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

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GST

10.1 Definitions

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

10.2 No GST is payable or Purchase Price includes GST

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

10.3 Purchase Price Does Not Include GST

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

10.4 Margin Scheme

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

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

10.5 Going Concern

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

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

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

10.6 Farm Land

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

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

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

10.7 Adjustments

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

10.8 Tax Invoice

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

10.9 Remedies

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

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

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

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

11.4 Electronic Signing

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

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

11.5 Pre-contract Disclosure

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

11.6 Business Days

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

11.7 Rights After Settlement

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

11.8 Further Acts

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

11.9 Severance

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

11.10 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Acts and Regulations

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

(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

11.11 Counterparts

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

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

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

12.2 Additional Definitions

- (1) The following additional definitions apply:

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

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

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

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

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

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

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

12.3 Body Corporate Records Inspection

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

12.4 Adjustment of Land Tax

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

12.5 Body Corporate Debts

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

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

12.6 Notice of purchase to Body Corporate

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

12.7 Title

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

12.8 Encumbrances

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

12.9 Seller's Additional Warranties

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

12.10 Body Corporate Meetings

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

12.11 Property Adversely Affected

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

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

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

13.2 Additional Definitions

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

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

13.3 Body Corporate Records Inspection

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

13.4 Adjustment of Land Tax

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

13.5 Body Corporate Debts

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

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

13.6 Section 53 Notices

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

13.7 Title

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

13.8 Encumbrances

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

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

13.9 Seller’s Additional Warranties

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

13.10 Body Corporate Meetings

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

13.11 Property Adversely Affected

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

Tenancies Schedule

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

TENANT

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

NAME/S:

Amena Adil Talib Al-Janabi

TERM AND OPTIONS: Fixed

STARTING DATE OF TERM:

09 January 2025

ENDING DATE OF TERM:

09 January 2026

RENT:

\$ 490 per week

BOND:

\$

NAME/S:

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

\$

BOND:

\$

MANAGING AGENT

AGENCY: AI Real Estate

PROPERTY MANAGER: Lulu

ADDRESS: Level 2/8 Clunies Ross Court

SUBURB: Eight Mile Plains

STATE: QLD

POSTCODE: 4113

PHONE: 07 3519 5665

EMAIL: lulu@airealestate.com.au



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 **SCOTT ALEXANDER HOLMES**

Property address
(referred to as the "property" in this statement) **47/116 STATION ROAD, LOGANLEA QLD 4131**

Lot on plan description **47/SP180828**

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<i>If Yes, refer to Part 6 of this statement for additional information</i> <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

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. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text"/></p> <p>» the amount of rent and bond payable: <input type="text"/></p> <p>» whether the lease has an option to renew: <input type="text"/></p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input type="text" value="09/01/2025"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):</p> <div style="border: 1px solid black; padding: 5px;">Low-Medium Density Residential</div>	
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>	
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>	

Part 4 – Buildings and structures

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

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

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: <input type="text" value="1866.02"/> Date Range: <input type="text" value="01/07/25-30/09/25"/>
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates <input type="checkbox"/> is issued by a local government for the property.

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: <input type="text" value="879.41"/> Date Range: <input type="text" value="04/03/25-27/05/25"/>
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text"/> Date Range: <input type="text"/>

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	<input checked="" type="checkbox"/> Yes
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. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.	

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes

Signatures – SELLER

DocuSigned by:
Scott Holmes
9503AD2073BE4E2

Signature of seller

Signature of seller

Scott Holmes
Name of Seller

Name of Seller

19 September 2025
Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52873630

Search Date: 06/08/2025 10:11

Title Reference: 50767248

Date Created: 01/05/2009

Previous Title: 18002066

REGISTERED OWNER

Dealing No: 713513162 12/10/2010

SCOTT ALEXANDER HOLMES

ESTATE AND LAND

Estate in Fee Simple

LOT 47 SURVEY PLAN 180828
Local Government: LOGAN
COMMUNITY MANAGEMENT STATEMENT 39985

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10495248 (POR 260)
Deed of Grant No. 17500172 (Lot 1 on CP SL12792)
2. MORTGAGE No 723623675 24/10/2024 at 15:06
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ INFOTRACK PTY LIMITED

SURVEY PLAN

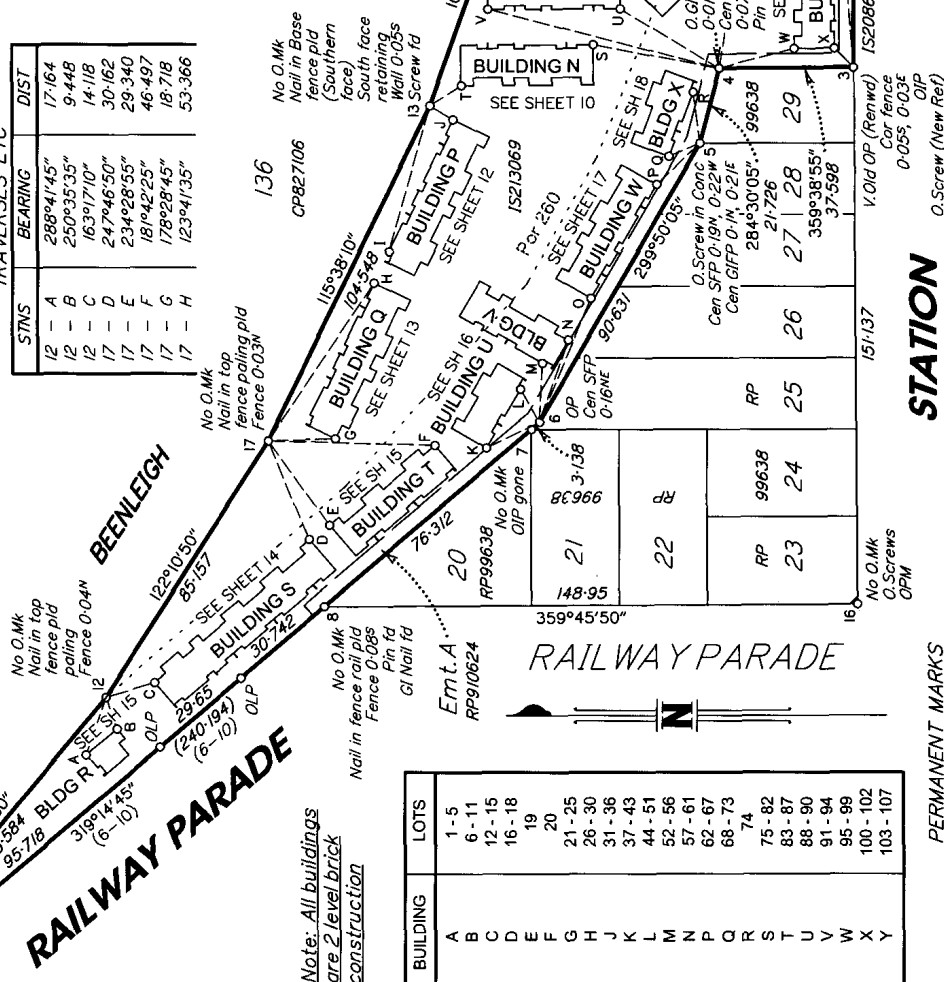
REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
8	GI Nail in Bit		189°33'30"	32.542
8	GI Nail in Bit		298°26'40"	37.579
9	OIP	RP174366	229°14'30"	19.11
10	Screw in Conc H/W		298°15'35"	1.736
10	GI Nail in Bit fd		233°30°43'55"	9.194
10	O.GI Nail Bit (New Ref)	14/RP910624	280°09'15"	20.301
11	OIP	21/SL12792	336°50"	2.01
12	Nail in Kerb		127°54"	22.263
12	Pin		306°49'20"	26.23
13	Nail in Kerb		206°11"	30.414
13	Screw in Kerb fd		193°31'15"	44.648
14	Screw in Kerb fd		156°09'05"	0.448
15	Screw in M/H surround		154°28'10"	3.47
15	OIP		237°50'35"	10.218
16	O.Screw in M/H	8/RP910624	105°38'50"	1.69
16	Nail in Conc		268°23'40"	2.035
16	O.Screw in Chnl	IS106115	182°45'50"	16.0

TRAVERSES, ETC		BEARING	DIST
STMS	14 - Z	273°08'25"	29.774
14 -	14 - AA	251°05'15"	8.625
14 -	14 - AB	183°03'35"	54.972
14 -	14 - AC	135°05'10"	14.163
14 -	14 - AD	171°49'	55.042
3 -	3 - AE	85°01'50"	70.143
2 -	2 - AF	274°02'35"	69.283
2 -	2 - AG	264°03'20"	62.812
2 -	2 - AH	286°04'10"	19.103
2 -	2 - AI	314°02'25"	42.926
2 -	2 - AJ	302°26'40"	55.586
15 -	15 - AK	276°29'05"	80.552
14 -	14 - AL	107°09'35"	59.011
15 -	15 - AM	277°05'40S"	53.492
15 -	15 - AN	277°29'45"	31.152
15 -	15 - AO	260°20'15"	23.217
15 -	15 - AP	249°06'10"	16.570
15 -	15 - AQ	192°45'30"	28.624
2 -	2 - AR	23°19'30"	6.128
1 -	1 - AS	337°39'50"	14.802
2 -	2 - AT	354°19'10"	31.162
15 -	15 - AU	246°05'35"	39.247

REFERENCE MARKS			
STN	TO	ORIGIN	BEARING DIST
1	Screw in M/H surround	24/SL12792	0-793
1	OIP	106°23'	6-77
1	O.Screw in Kerb	2/RP910624	16-853
2	OIP (New Ref)	25/SL12752	2-016
2	Screw in Conc fd	185°10'40"	10-207
3	OIP	150°20'	2-585
3	O.Screw in Conc (New Ref)	168°24'20"	17-948
3	Nail in Conc	138°32'30"	24-223
4	Pin fd	50°32'40"	0-676
4	OIP	29°23'38'50"	1-042
4	Pin	308°30'20"	2-981
5	Pin	303°21'55"	12-456
6	Pin	113°15'10"	8-192
7	OIP gone	328°30'	1-23
7	Pin	322°32'55"	16-737
8	Pin fd	270°26'	1-075
8	GI Nail in Bit fd	216°09'	12-136

TRAVERSES ETC	STNS	BEARING	DIST
1	I	285°29'	42.618
2	J	210°56'30"	7.577
3	J	333°47'50"	16.520
6	K	60°53'40"	10.732
6	L	92°52'30"	16.685
6	M	109°12'35"	24.451
6	N	102°32'10"	37.774
6	O	316°16'35"	16.898
5	P	336°44'15"	9.424
5	Q	81°56'10"	14.474
5	R	109°37'10"	35.941
4	S	147°30'31"	10.434
3	T	147°30'31"	32.434
4	U	30°52'40"	66.868
4	V	149°17'15"	21.098
4	W	165°06'35"	7.624
4	X	45°07'05"	45.380
3	Y	98°45'	

STMS	BEARING	DIST
12 - A	288°41'45"	17.164
12 - B	250°35'35"	9.448
12 - C	163°07'10"	14.18
17 - D	247°46'50"	30.162
17 - E	234°28'55"	29.340
17 - F	181°42'25"	46.497
17 - G	178°28'45"	18.718
17 - H	123°41'35"	53.366



BUILDING	LOTS
A	1-5
B	6-11
C	12-15
D	16-18
E	19
F	20
G	21-25
H	26-30
J	31-36
K	37-43
L	44-51
M	52-56
N	57-61
P	62-67
Q	68-73
R	74
S	75-82
T	83-87
U	88-90
V	91-94
W	95-99
X	100-107
Y	103-102

PM	ORIGIN	BEARING	DIST	NO
1-OPM	5/SF204836	164°47'20"	121.791	38805
16-OPM	PD9537029	112°02'45"	60.961	103489


Area of Base Parcel

3.017 ha

Peg placed at all subject corners unless noted otherwise

I, Kevin Maurice HOLT hereby certify that the land comprised in this plan was surveyed by Jonathan Keith PRATT (Surveying Graduate), for whose work I accept responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 31/10/2008.

11.11.2008
Date


Cadastral Surveyor

*Plan of Lots 1 - 107 &
Common Property*

Cancelling Lot 3 on RP231701

PARISH: **MACKENZIE**

COUNTY: *Stanley*

Meridian: *IS213069*

F/N's: *No*

Scale: 1:1500

Format: **BUILDING**



SP 180828

Plan Status:

Scale 1:1500 -- Lengths are in Metres.

STATION

ROAD

Sheet 1	of 19
-------------------	-----------------

Age Group	Percentage (%)
18-24	210
25-34	180
35-44	160
45-54	140
55-64	120
65-74	100
75-84	80
85+	10

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

712373669

\$7879.70
 29/04/2009 11:23

GC 400 NT

Registered

s. Lodged by **GC 432**

HYNES LAWYERS
PO BOX 359
SURFERS PARADISE QLD 4217
Ph: 0755049933 REF: 20060250
 (Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We **SAMTAY (LOGANLEA) PTY LTD**
A.C.N. 118 310 240

(Names in full)

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

*as Lessees of this land agree to this plan

Signature of *Registered Owners *Lessees **SAMTAY (LOGANLEA) PTY LTD**
ACN 118 310 240
SOLE DIRECTOR

* Rule out whichever is inapplicable

2. Local Government Approval.

* **COUNCIL OF THE CITY OF LOGAN**

hereby approves this plan in accordance with the:

% **Integrated Planning Act 1997**

Dated this **TWENTY-SEVENTH** day of **APRIL 2009**

TONI AVERAY # **Manager Development**
Assessment under
Delegated Authority

Minute No: **251/2007**

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or
 # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement:

CMS Number: **39985**Name: **WATERFORD PARK**

4. References:

Dept File:
 Local Govt: **OW/93/2005/A**
 Surveyor: **30365**

6. Existing

Title Reference	Lot	Plan	Lots	Emts	Road
18002066	3	RP231701	1-107 & CP		

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
710899364	1-107	
711795249	1-107	

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
702139982	CP
711225784	CP

Por 260, **CP**
 Lot 1 on SL12792 18, 19, 23, 28,
 33, 41, 46 & 93

Por 260 24-27, 34-40,
 47-73 & 94

Lot 1 on SL12792 1-17, 20-22,
 29-32, 42-45,
 74-92 &
 95-107

Orig Lots

7. Portion Allocation:

8. Map Reference:
9542-42434

9. Locality:
LOGANLEA

10. Local Government:
LOGAN C. C.

11. Passed & Endorsed:

By: **28.4.09** **Kevin Maurice Holt**Date: **11.11.2008** **5.1.2009**Signed: **11.11.2008** **5.1.2009**Designation: **11.11.2008** **5.1.2009** Cadastral SurveyorDevelopment Approval: 17th September 2007

12. Building Format Plans only.

I certify that:
 * As far as it is practical to determine, no part
 of the building shown on this plan encroaches
 onto adjoining lots or road;
~~* Part of the building shown on this plan~~
~~encroaches onto adjoining lots and road~~

11.11.2008
 Cadastral Surveyor/Director * Date
 *delete words not required

13. Lodgement Fees:

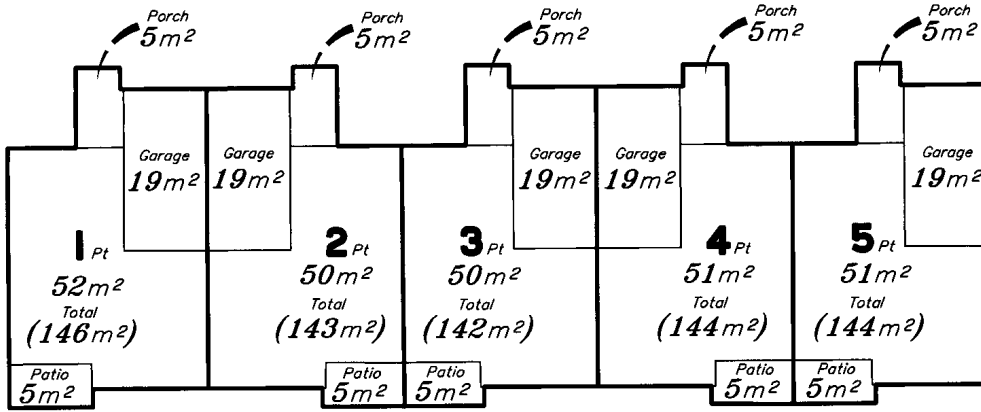
Survey Deposit \$
 Lodgement \$
 New Titles \$
 Photocopy \$
 Postage \$
 TOTAL \$

14. Insert
 Plan
 Number **SP180828**

LEVEL A

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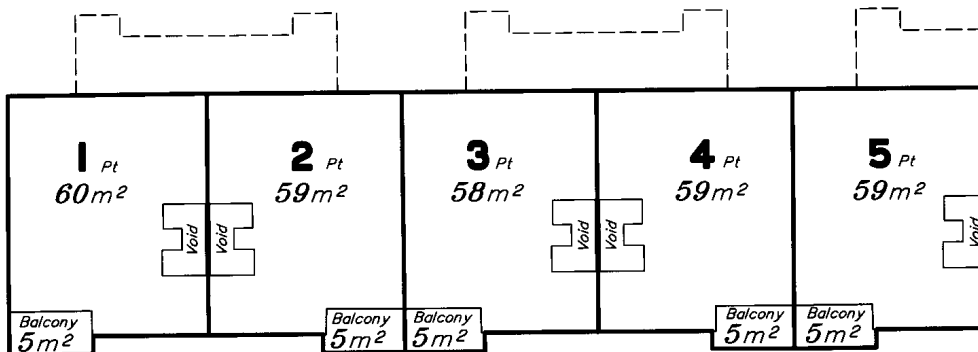
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COMMON PROPERTY

LEVEL B

Scale 1:200

COMMON PROPERTY

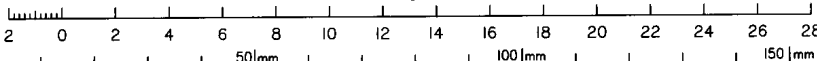


BUILDING A

COMMON PROPERTY

DENOTES LEVEL BELOW

Scale 1:200 - Lengths are in Metres.



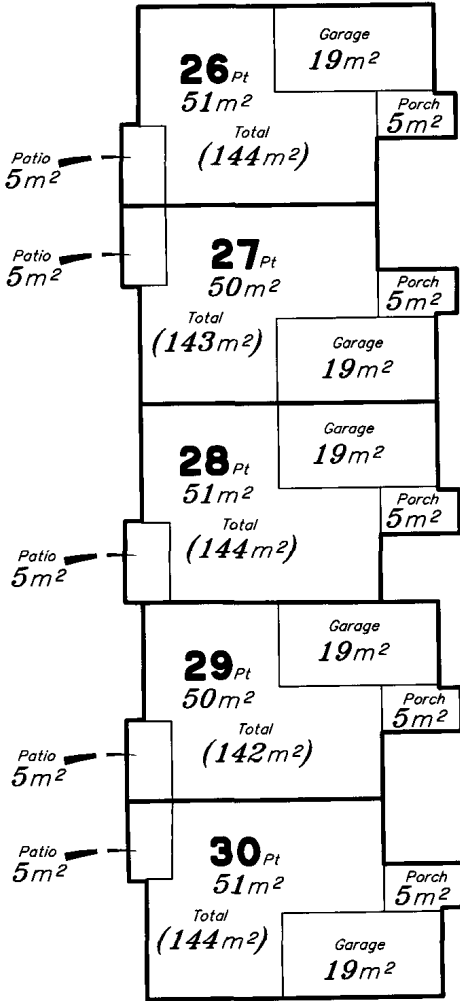
State copyright reserved.

Insert Plan Number **SP180828**

LEVEL A

Scale 1:200

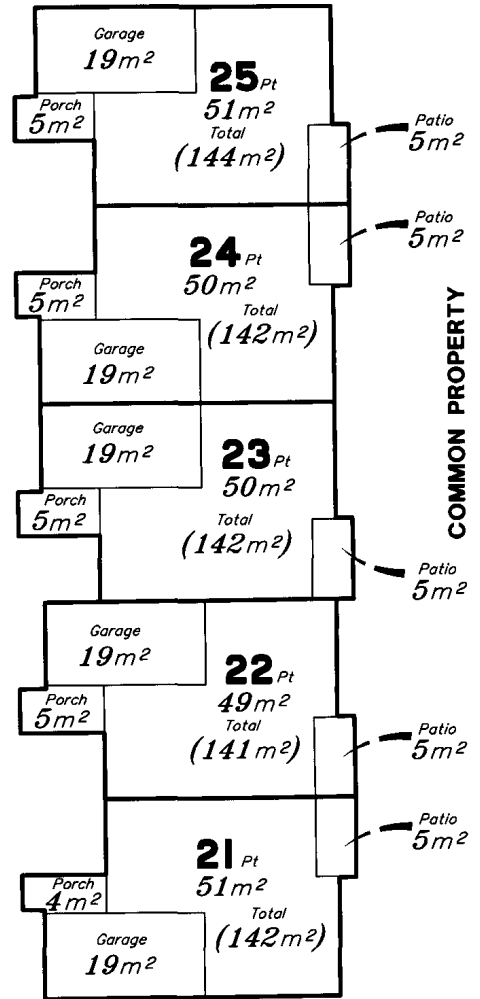
COMMON PROPERTY



BUILDING H



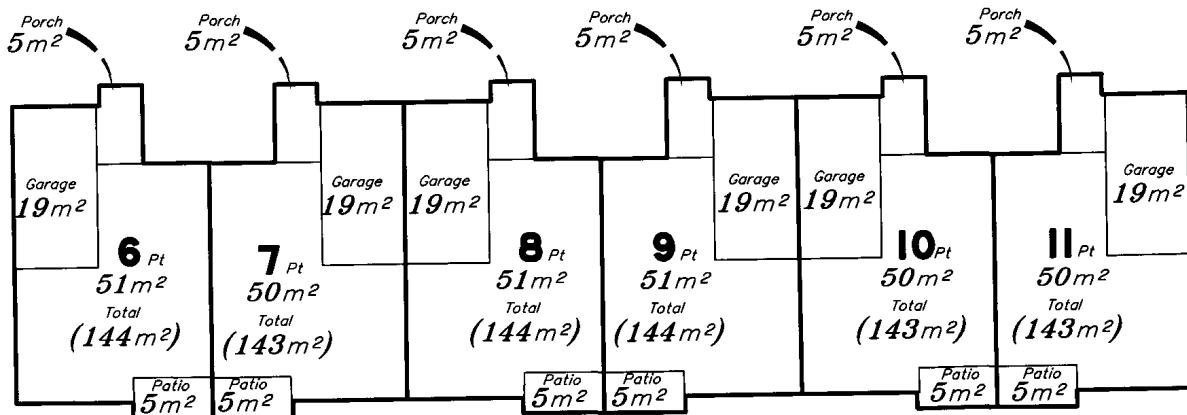
COMMON PROPERTY



BUILDING G

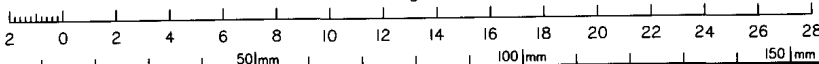
COMMON PROPERTY

BUILDING B



COMMON PROPERTY

Scale 1:200 - Lengths are in Metres.



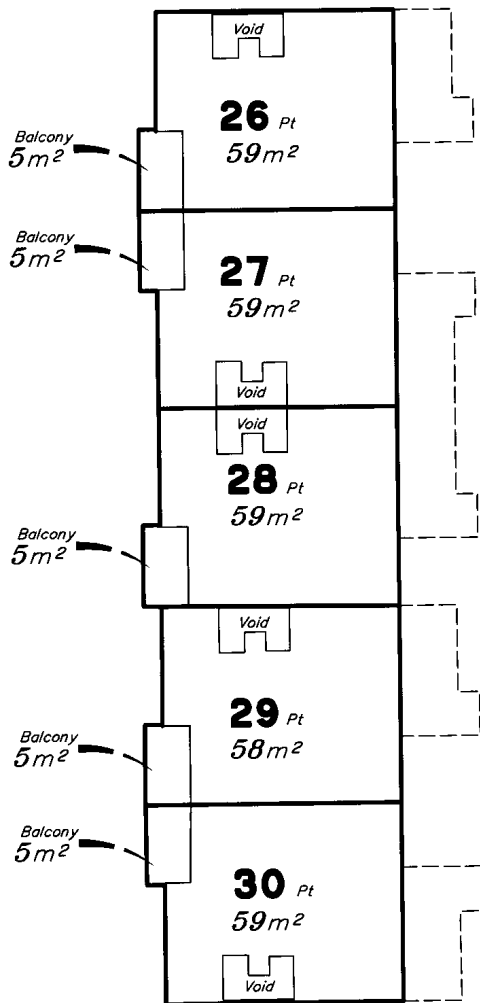
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Insert Plan Number SP180828

LEVEL B

Scale 1:200

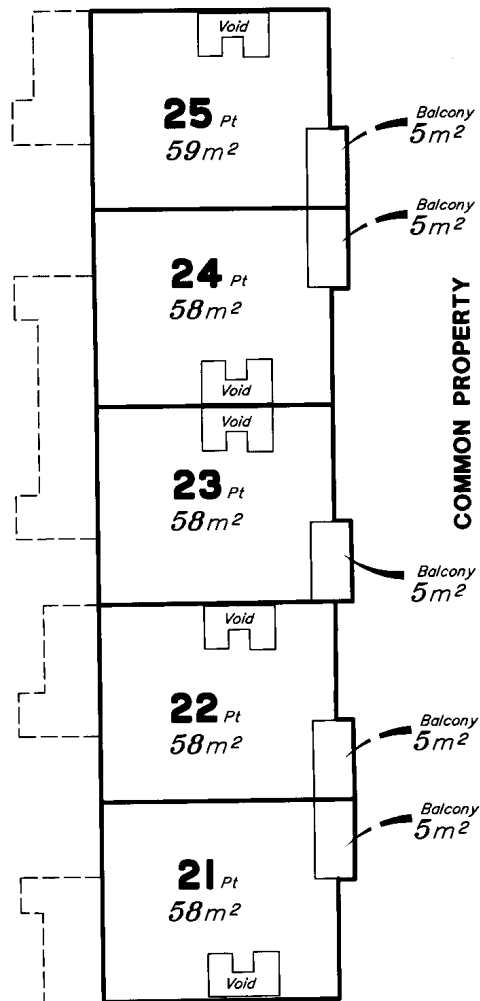
COMMON PROPERTY



BUILDING H



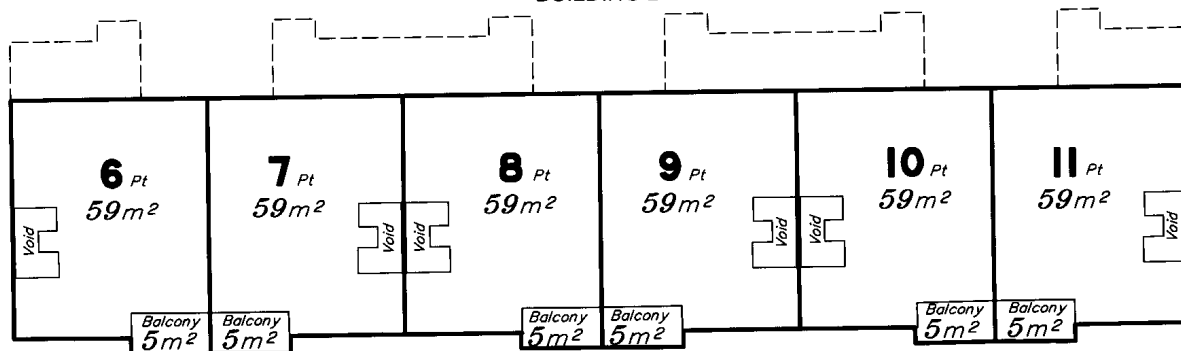
COMMON PROPERTY



BUILDING G

COMMON PROPERTY

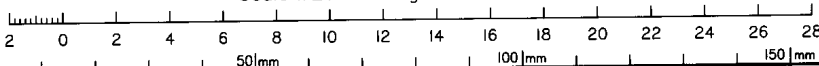
BUILDING B



COMMON PROPERTY

DENOTES LEVEL BELOW

Scale 1:200 - Lengths are in Metres.

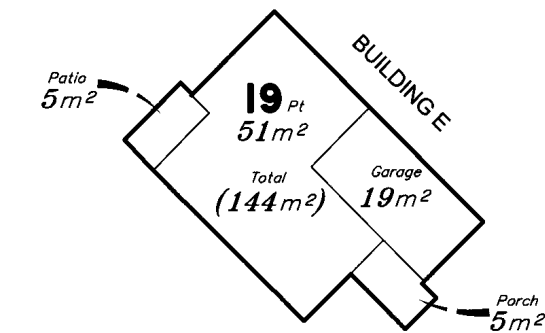
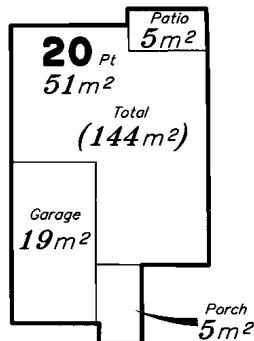
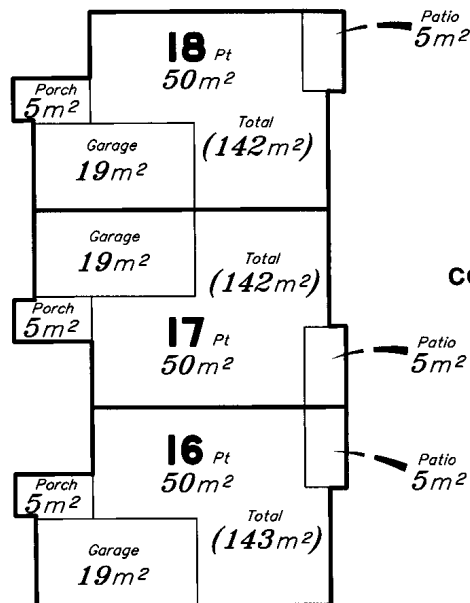
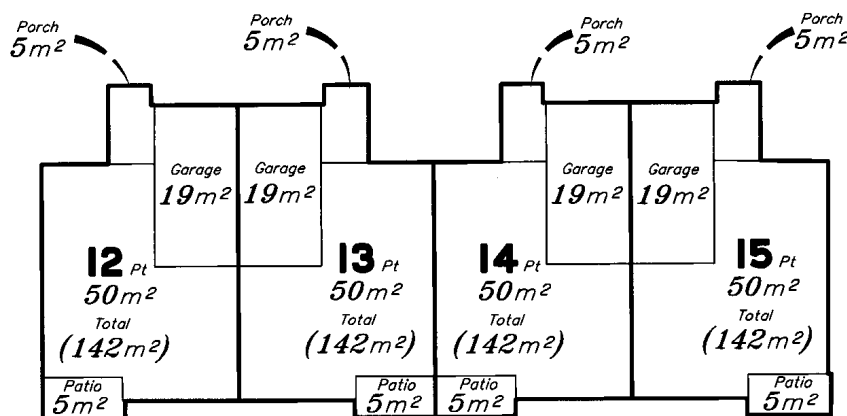


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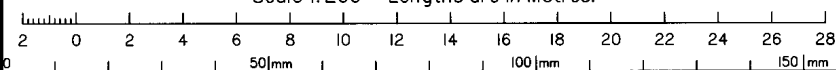
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LEVEL A

Scale 1:200

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Scale 1:200 – Lengths are in Metres.

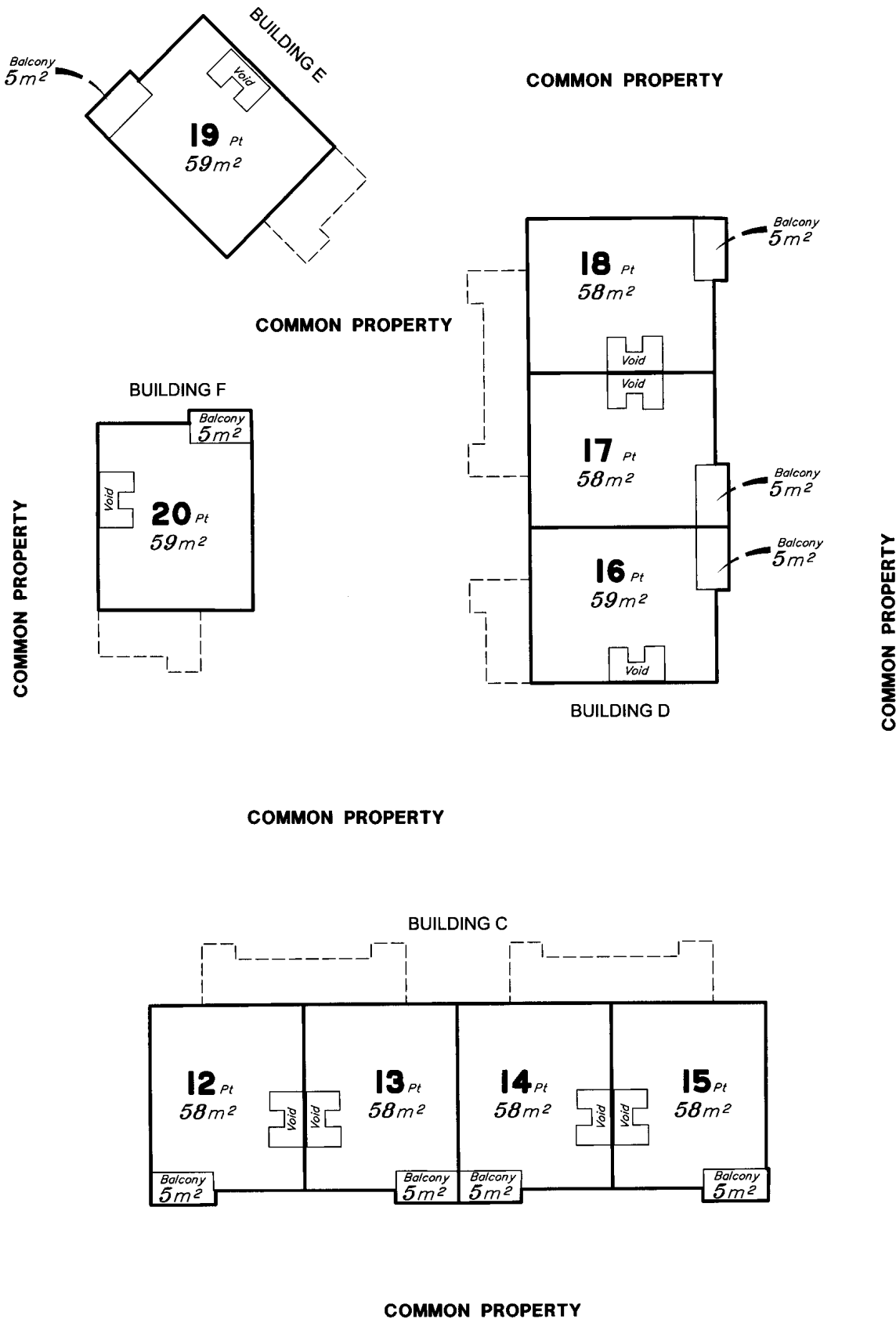


State copyright reserved.

Insert
Plan
Number**SP180828**

LEVEL B

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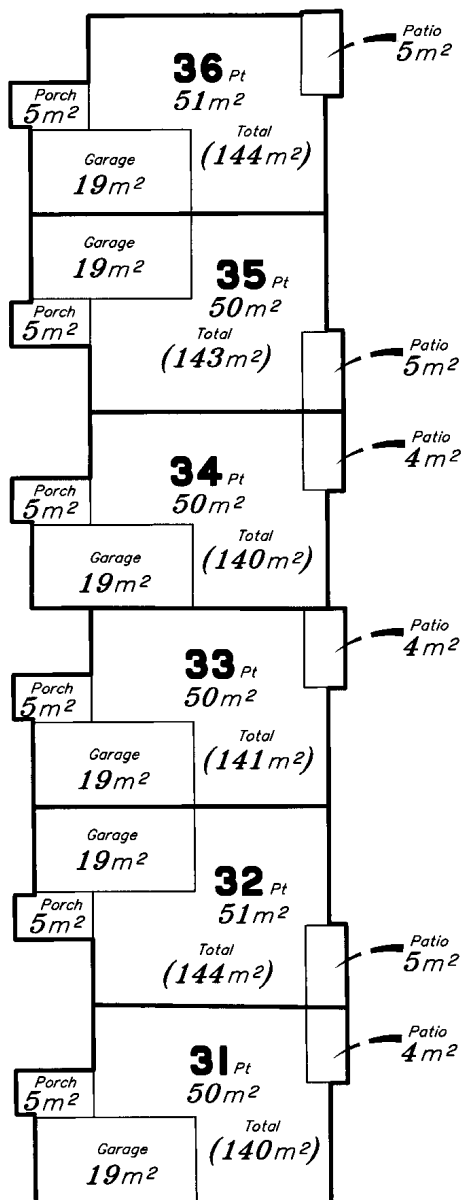
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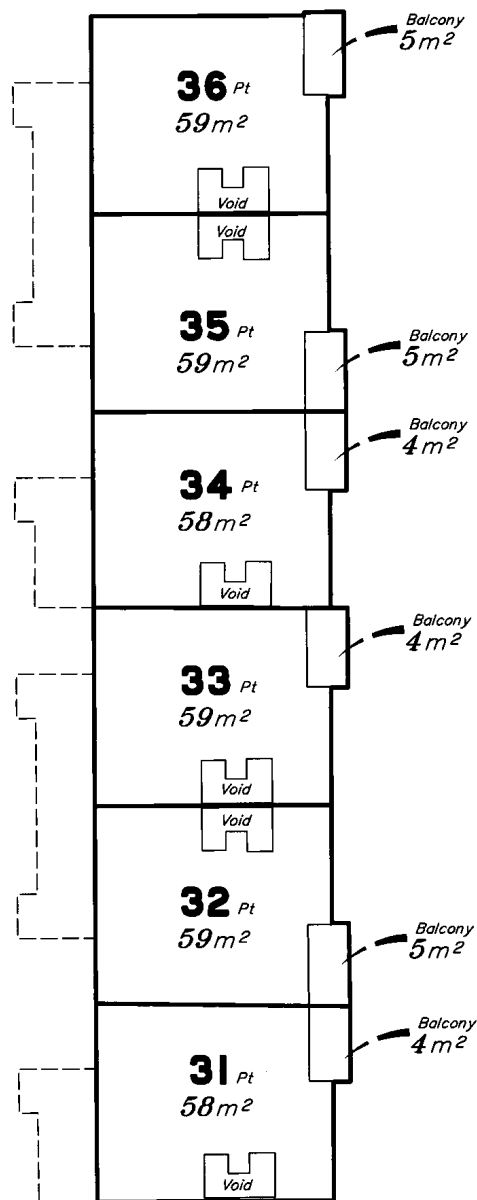
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COMMON PROPERTY

BUILDING J

COMMON PROPERTY**LEVEL B**

Scale 1:200

COMMON PROPERTY

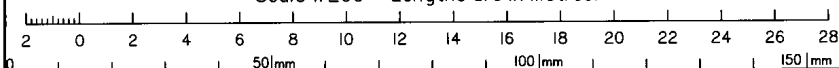
BUILDING J

COMMON PROPERTY

DENOTES LEVEL BELOW

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State copyright reserved.

Insert
Plan
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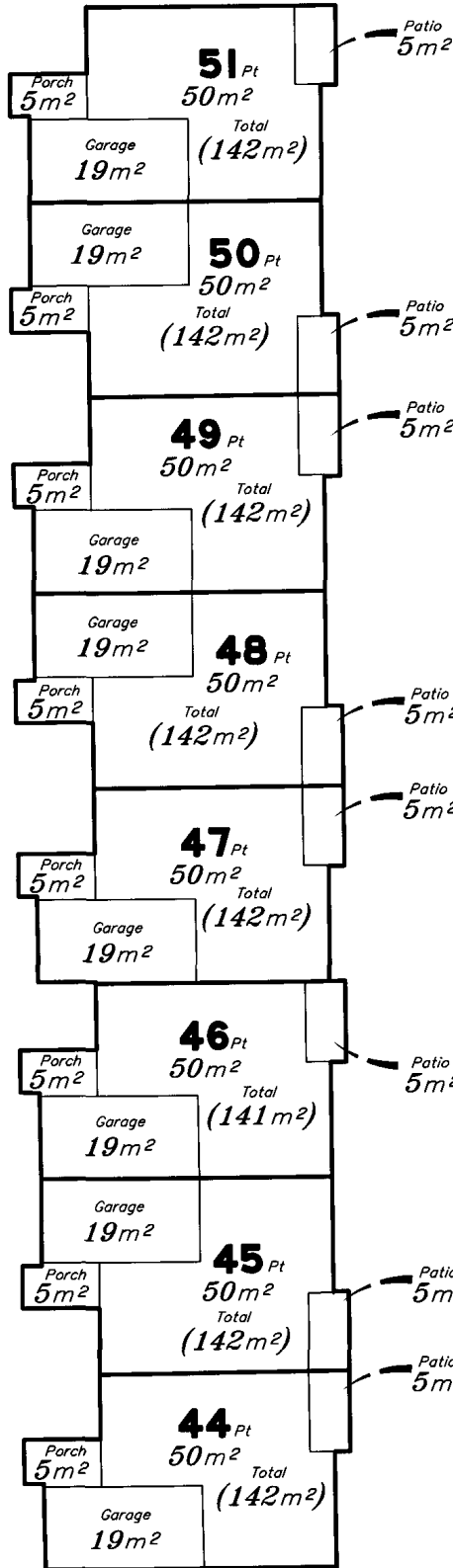
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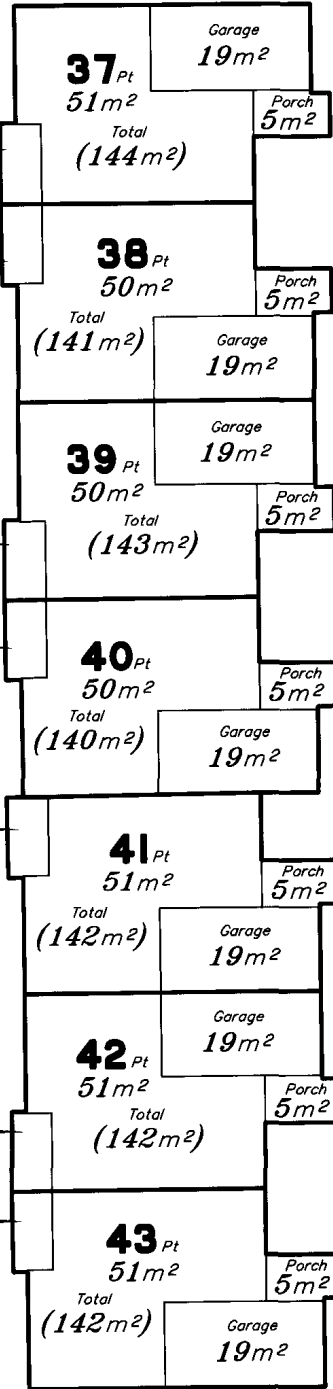


COMMON PROPERTY



COMMON PROPERTY

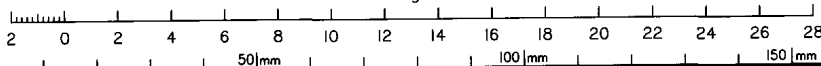
PROPERTY COMMON



COMMON PROPERTY

COMMON PROPERTY

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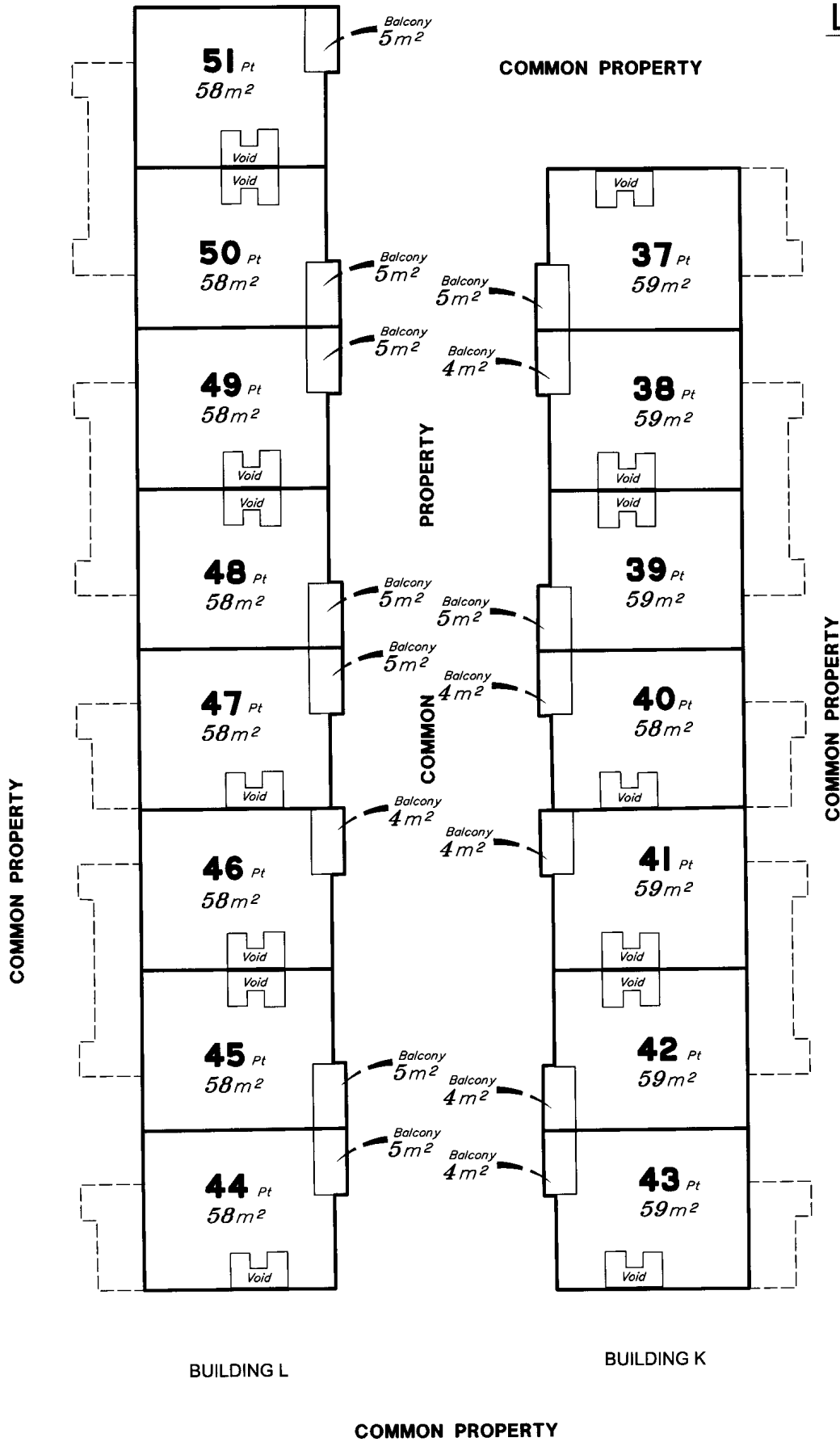


State copyright reserved.

Insert
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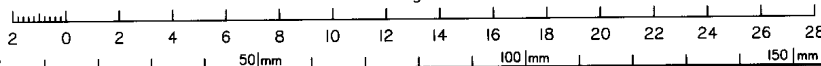
SP180828

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DENOTES LEVEL BELOW

Scale 1:200 – Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP180828**

ADDITIONAL SHEET

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COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

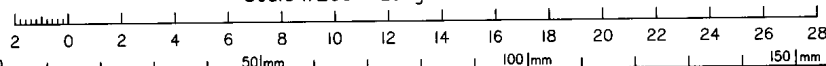
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BUILDING M

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RECREATION
CENTER

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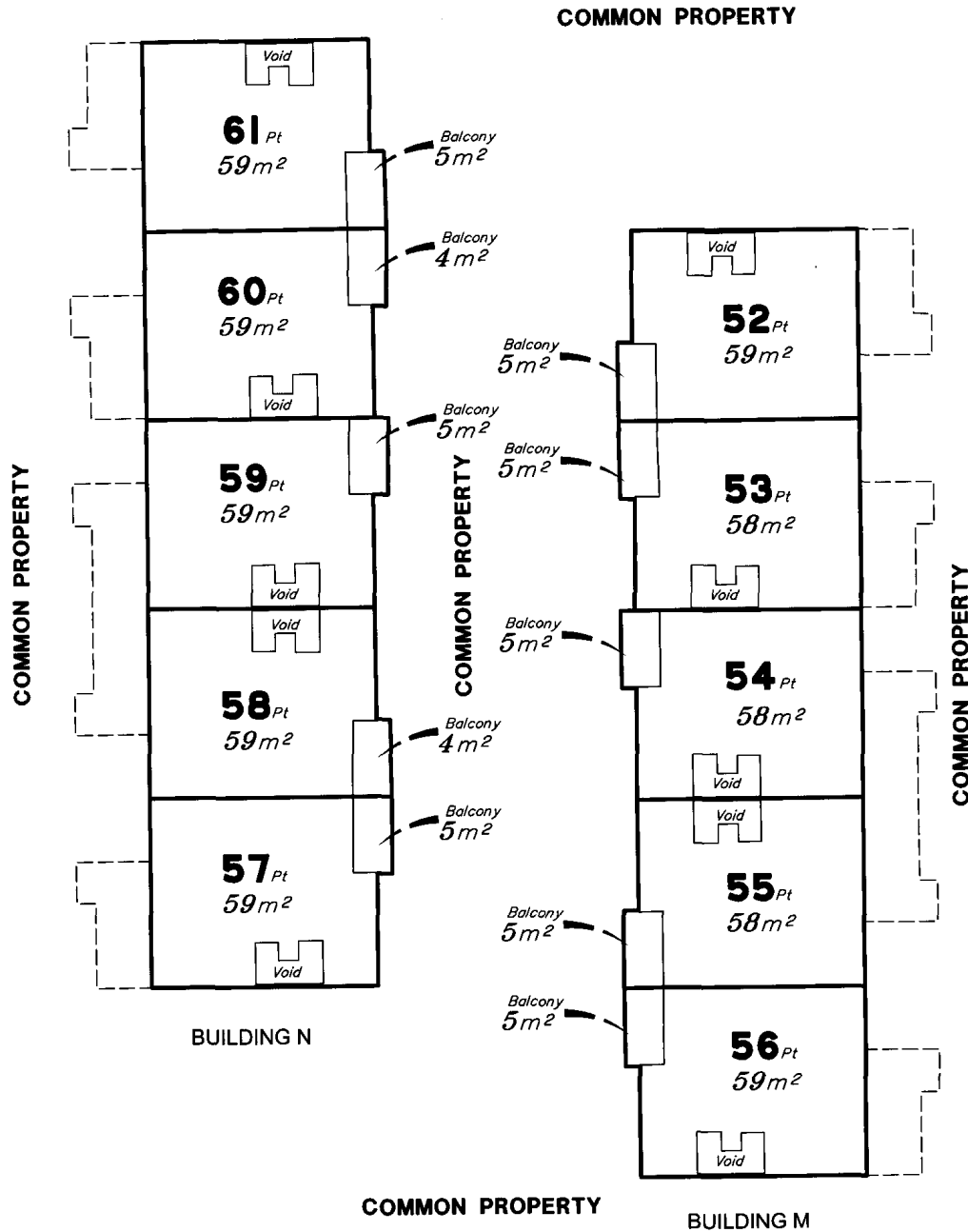
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SP180828

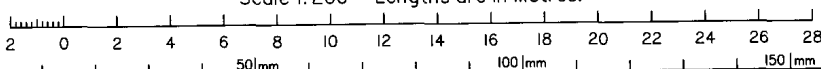
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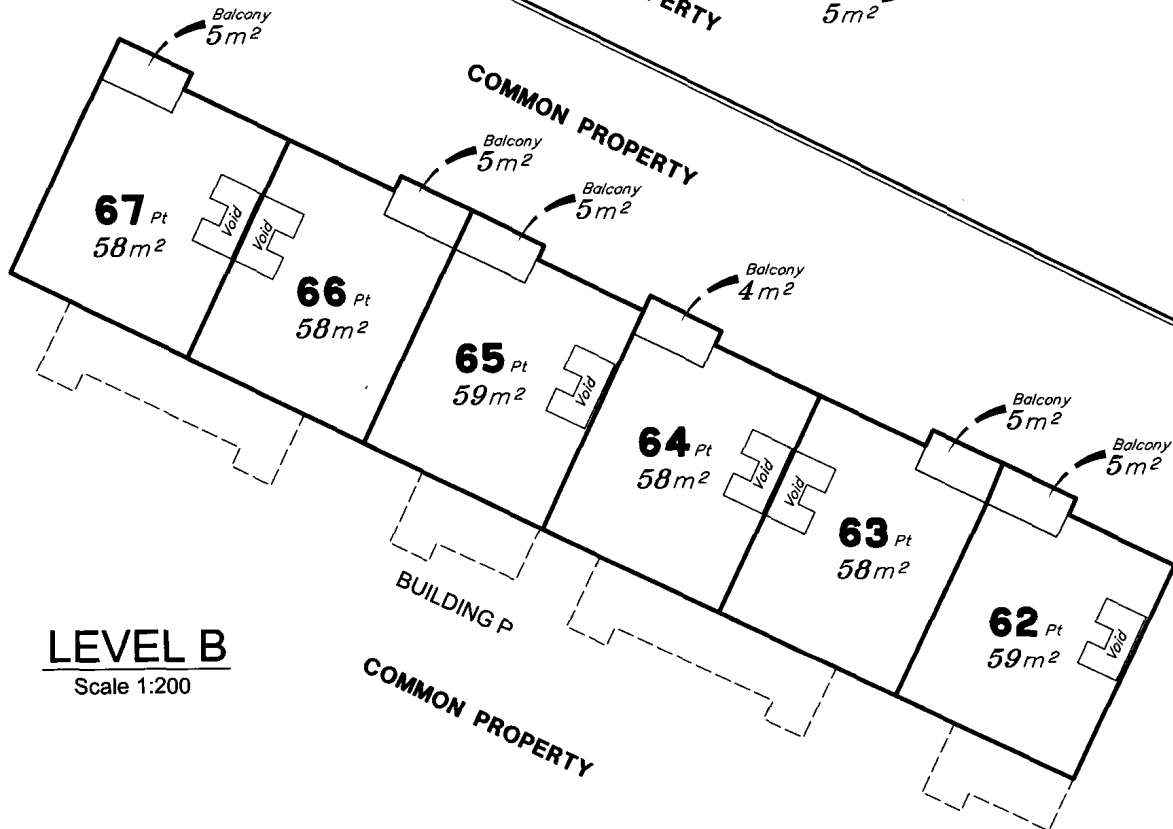
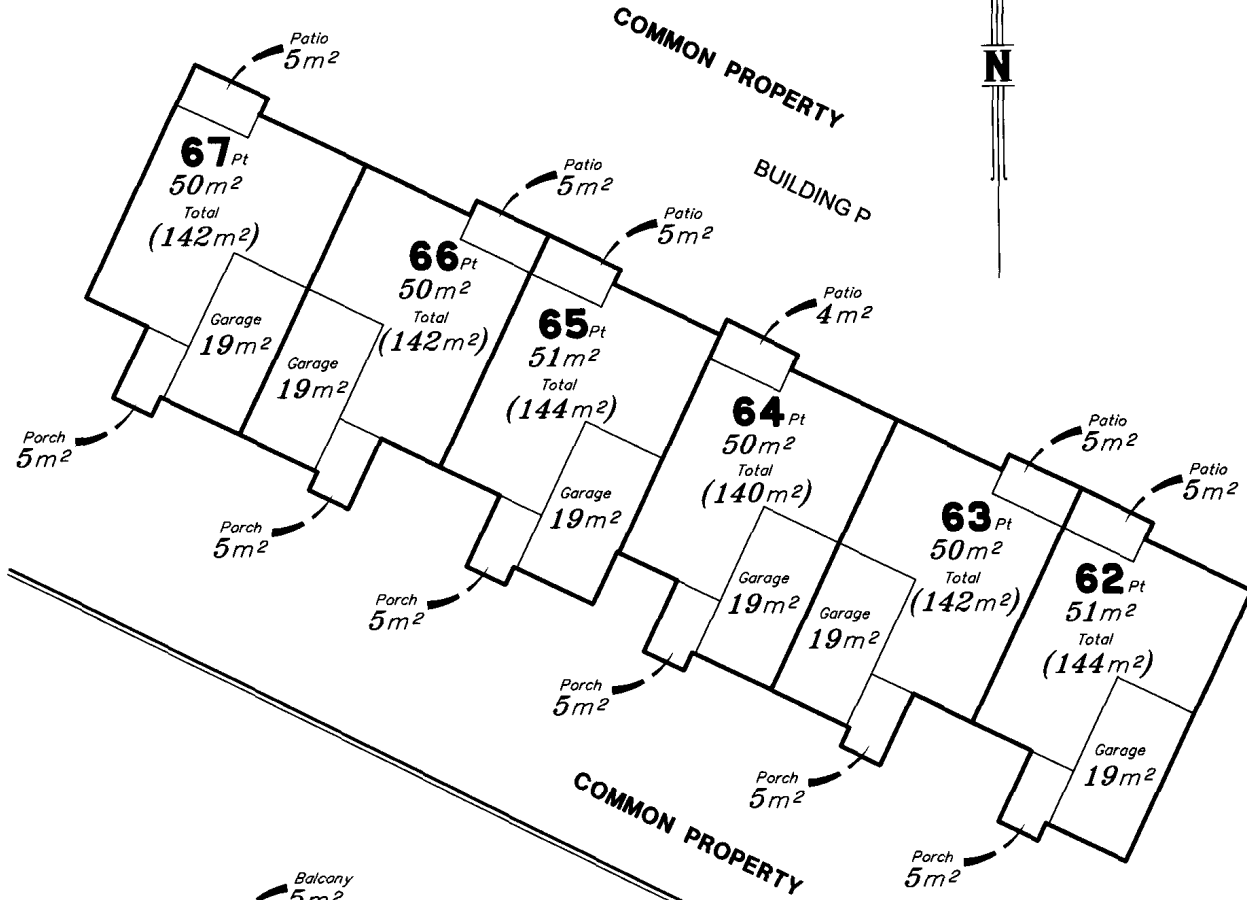


State copyright reserved.

Insert Plan Number	
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SP180828

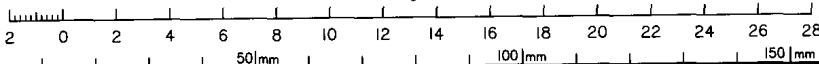
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LEVEL B
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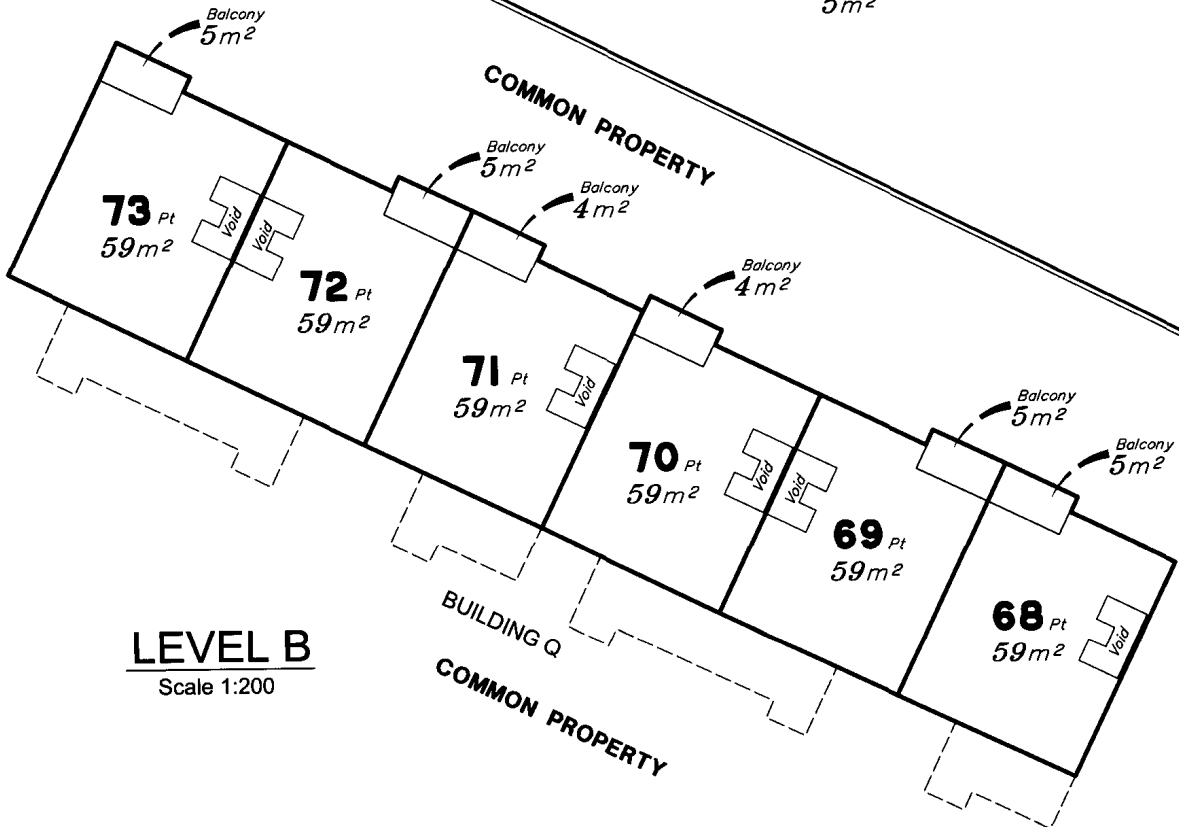
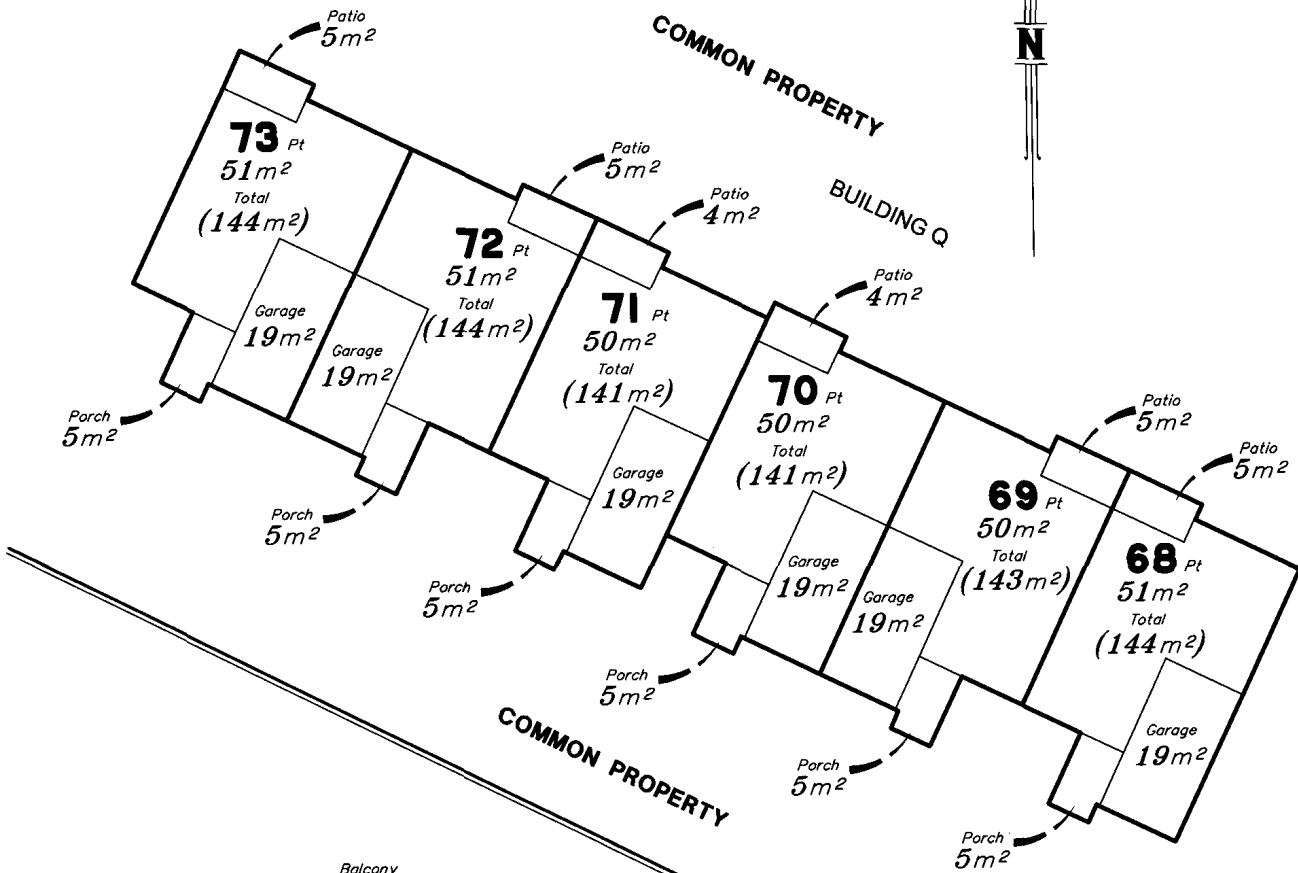


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Insert Plan Number SP180828

LEVEL A

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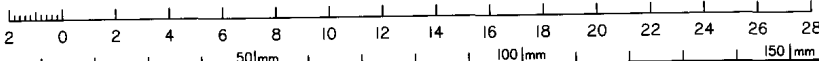


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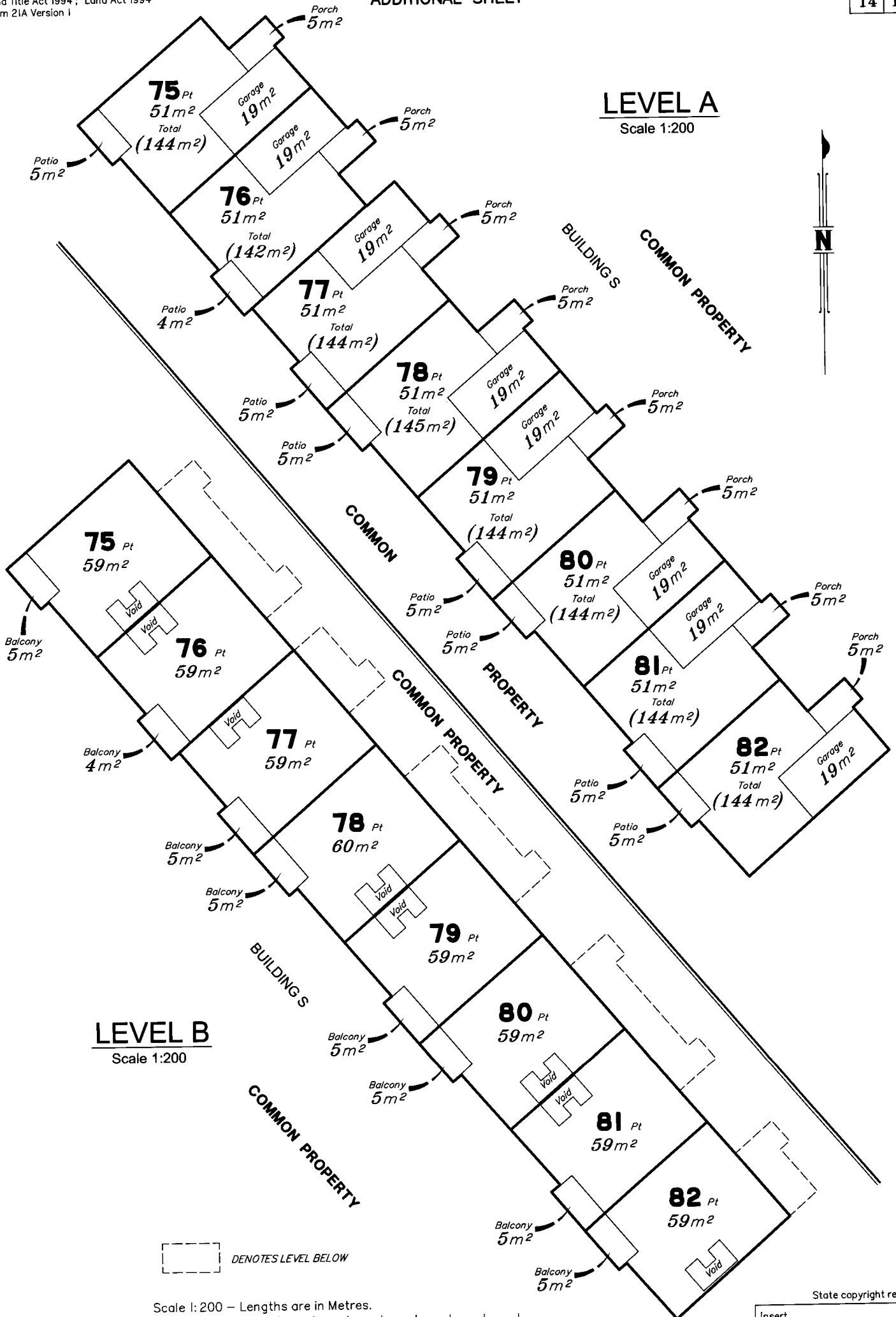
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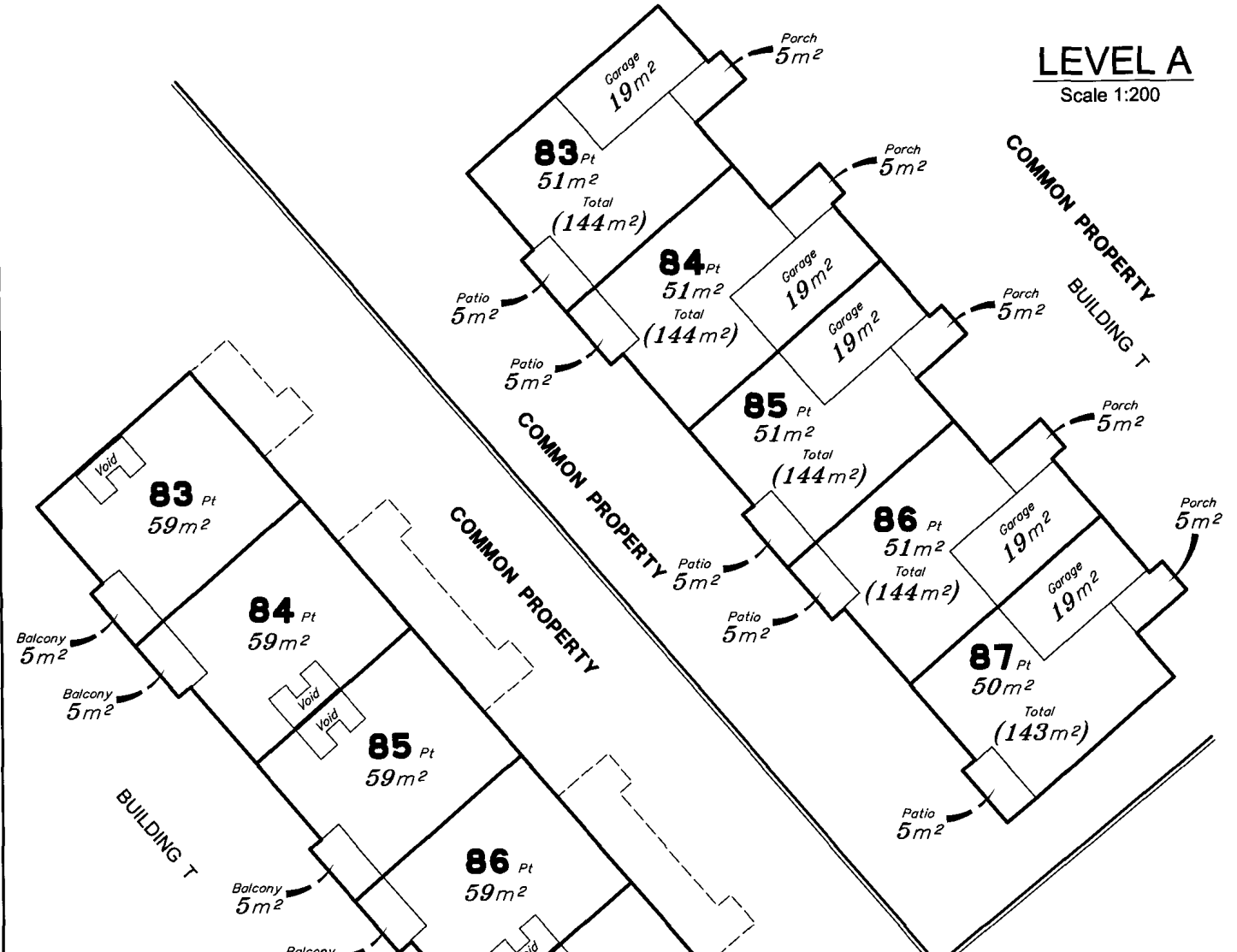
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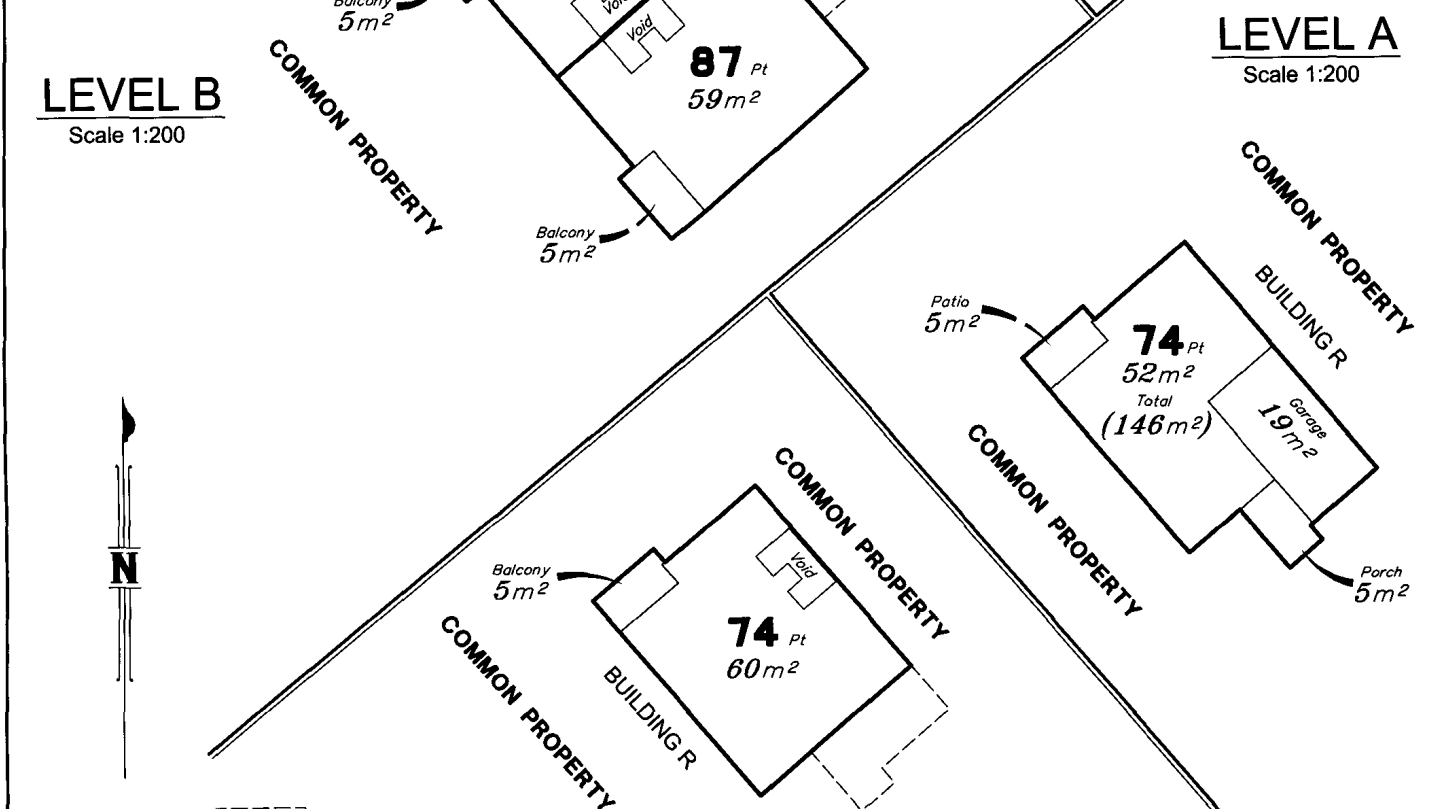
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LEVEL B
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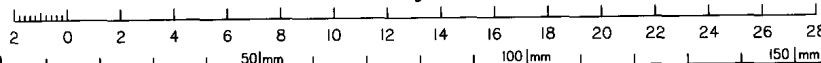
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LEVEL B
Scale 1:200



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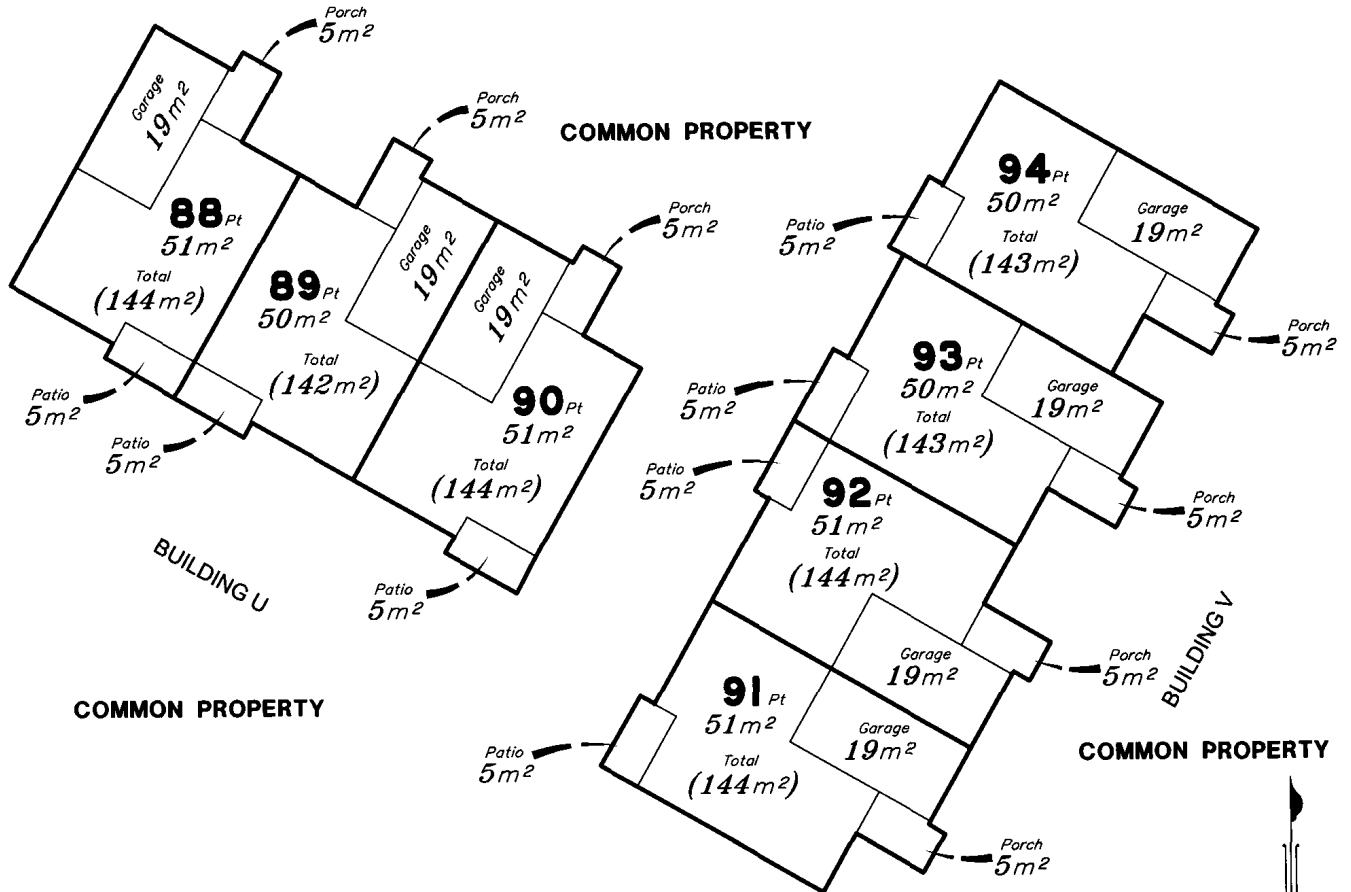


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Insert Plan Number **SP180828**

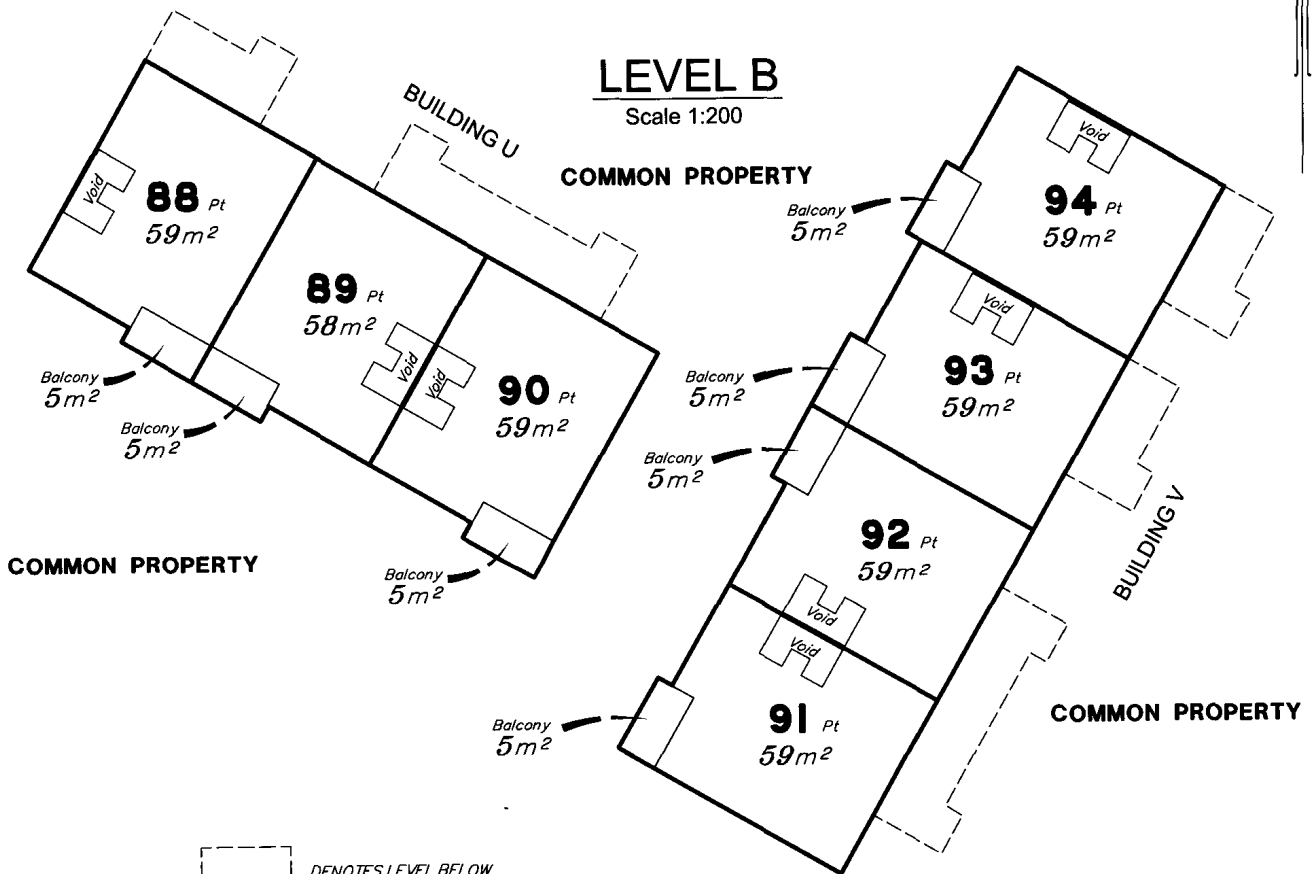
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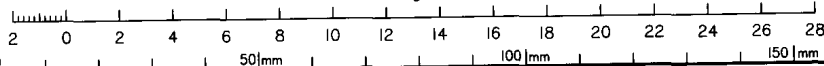
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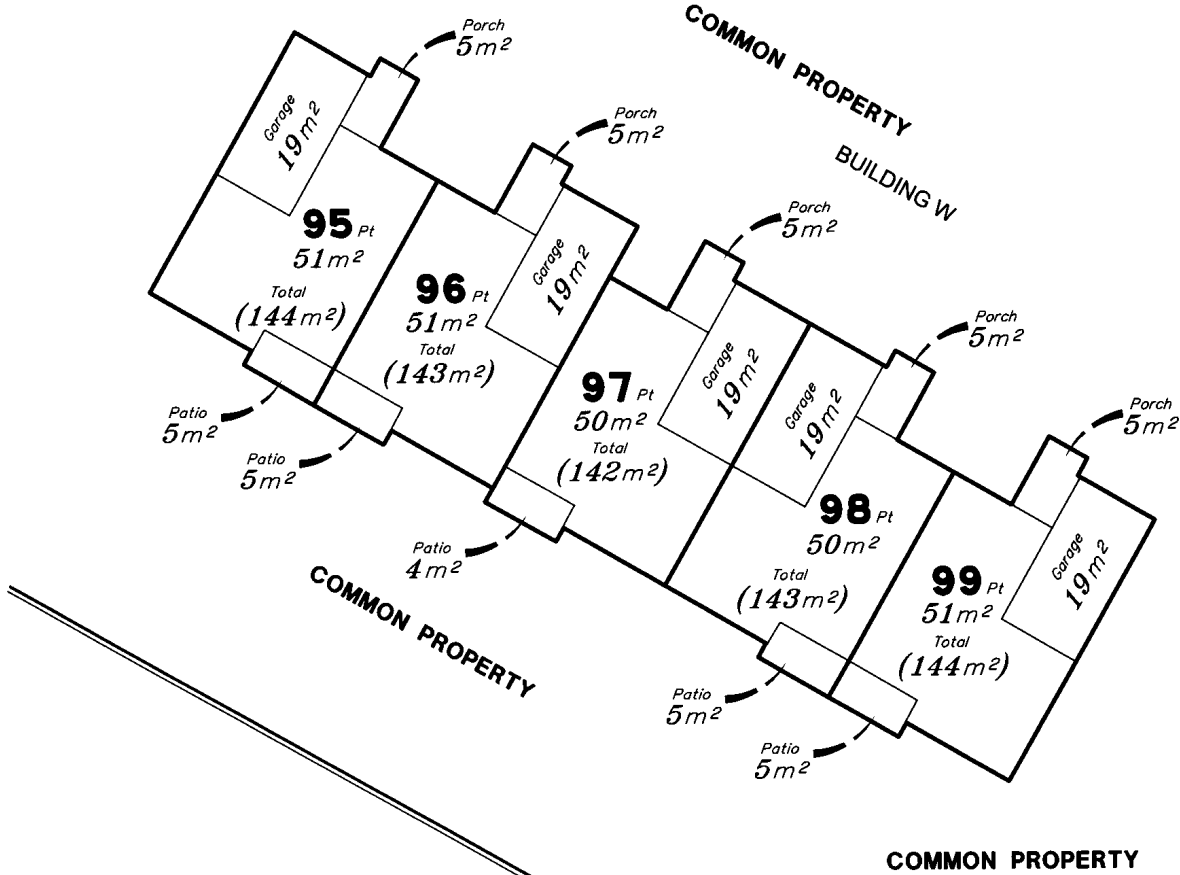
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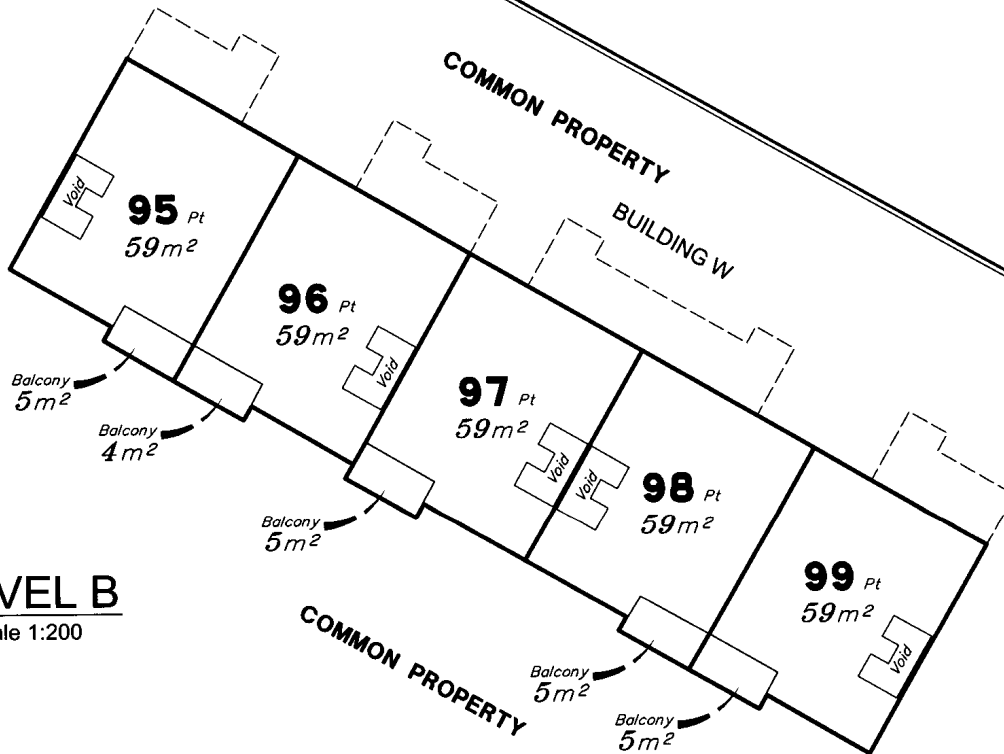
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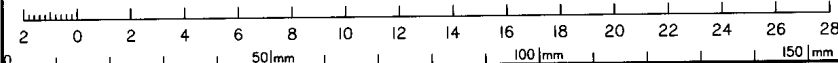
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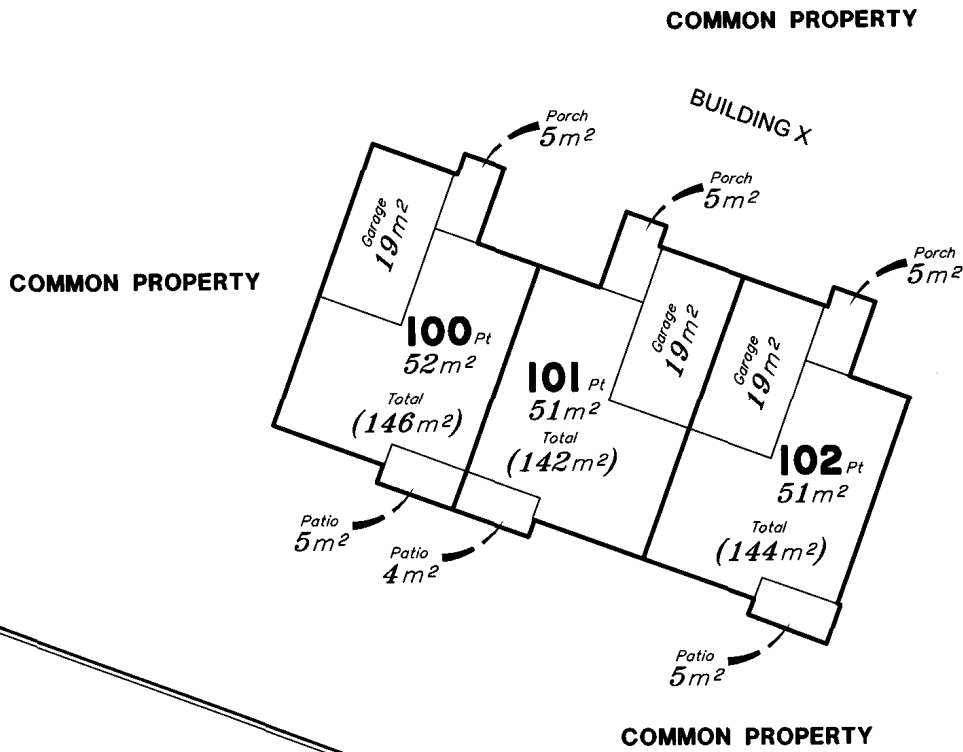


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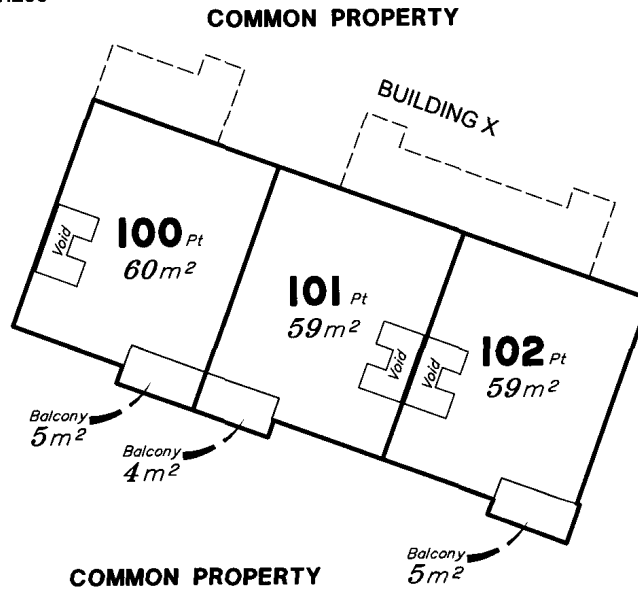
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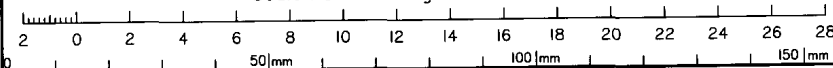
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Scale 1:200 – Lengths are in Metres.



State copyright reserved.

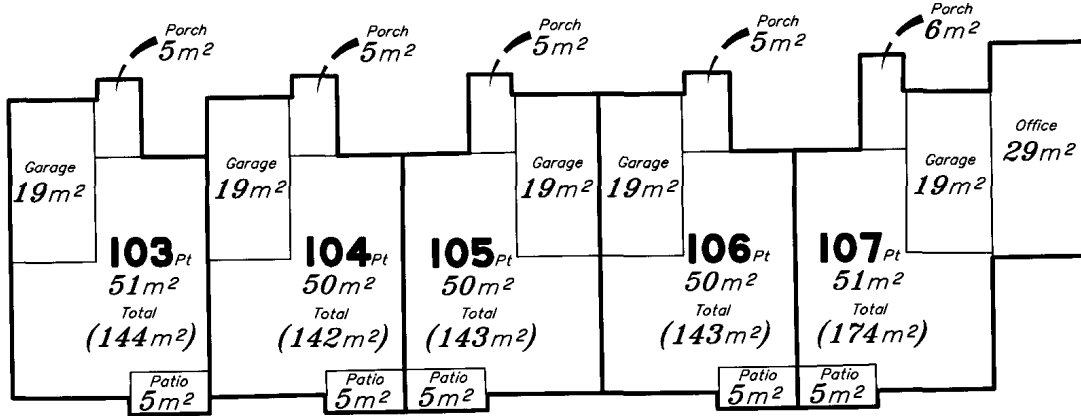
Insert
Plan
Number

SP180828

LEVEL A

Scale 1:200

COMMON PROPERTY



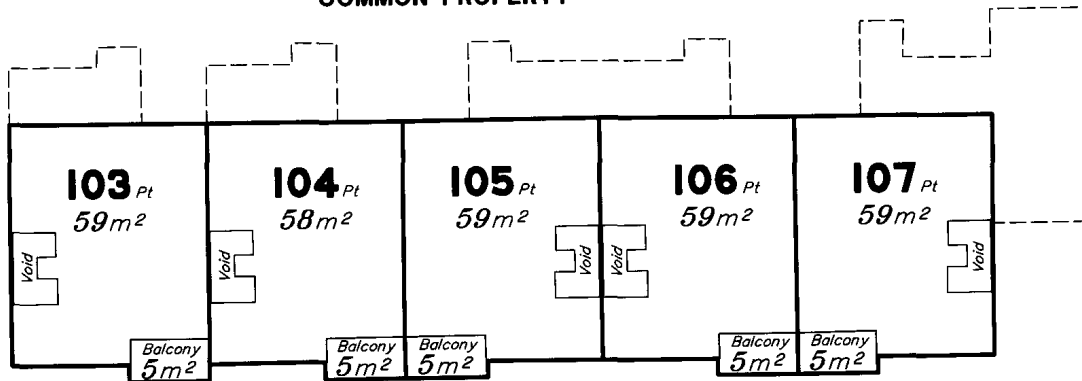
BUILDING Y

COMMON PROPERTY

LEVEL B

Scale 1:200

COMMON PROPERTY

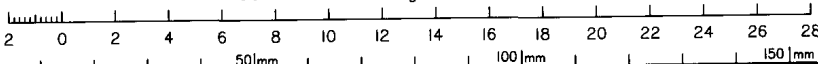


BUILDING Y

COMMON PROPERTY

DENOTES LEVEL BELOW

Scale 1: 200 – Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number

SP180828



AM Strata Pty Ltd
ABN 63 132 153 578
e: enquiries@amstrata.com.au
w: amstrata.com.au

p: 07 5526 4100
Level 1, 193 Ferry Rd,
Southport QLD 4215
PO Box 4549
Ashmore QLD 4214

07 August 2025

WATERFORD PARK CTS 39985
Registered for GST

ABN: 15 565 634 260

Tax Invoice

Scott Alexander Holmes
25 Hillock Street
COORPAROO QLD 4151

Ref

Re Lot 47 WATERFORD PARK CTS 39985

Fee 84.10 Paid

Above Fee includes GST

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

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

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

BSB 067-970
Biller Code 74625
StrataPay Ref 135831427

Any questions regarding this Certificate should be directed to the Body Corporate Manager.

AM Strata is proudly part of the Bright & Duggan Property Group.

BCCM

Form 33

Department of Justice

Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 07/08/2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

WATERFORD PARK

CTS No. **39985**

Body corporate manager

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

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Karla Shipman**

Company: **AM Strata Pty Ltd**

Phone: **07 5526 4100**

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

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **47**

Plan type and number: **180828**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

Date of Resolution	Lot	Description	Conditions
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Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

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

Total contribution schedule lot entitlements for all lots: **107.00**

Interest schedule

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

Total interest schedule lot entitlements for all lots: **107.00**

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **47** for the current financial year: \$ **\$4,422.00**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **10** %

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

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	1,105.14	994.63	05/05/25
01/08/25	1,105.14	994.63	30/06/25
01/11/25	1,105.86	995.27	
01/02/26	1,105.86	995.27	
01/05/26	1,105.50	994.95	
01/08/26	1,105.50	994.95	
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$0.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot **47** for the current financial year: \$ **\$1,362.91**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **10** %

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

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	340.67	306.60	05/05/25
01/08/25	340.67	306.60	30/06/25
01/11/25	340.78	306.70	
01/02/26	340.79	306.71	
01/05/26	340.73	306.66	
01/08/26	340.73	306.66	
Amount overdue			\$0.00
Amount Unpaid including amounts billed not yet due			\$0.00

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue Nil
Amount Unpaid including amounts billed not yet due \$0.00

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) Nil

Number of instalments: 0 (outlined below)

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

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

Due date Amount due Amount due if discount applied Paid

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

Other amounts payable by the lot owner

Purpose Fund Amount Due date Amount

Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 17/06/20

Current sinking fund balance (as at date of certificate): \$ 192,154.20

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
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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 assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Honda Buffalo Classic	Plant and Machinery	22/08/13	The Mower Market	0.00	0.00	1,595.00
2014 Golf Cart/serv	Plant and Machinery	21/11/17	GOLF CARS INTERNATIONAL	6,080.00	0.00	6,080.00
			PL			
			P O Box 3743			
			HELENSVALE TOWN CTR			
			QLD 4212			

Insurance

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Strata Community Insurance	POL11022506	52,200,000.00	81,763.59	17/12/25	\$2,500 all claims & as per policy
PUBLIC LIABILITY Strata Community Insurance	POL11022506	30,000,000.00	Included	17/12/25	
COMMON AREA CONTENTS Strata Community Insurance	POL11022506	522,000.00	Included	17/12/25	
LOSS OF RENT Strata Community Insurance	POL11022506	7,830,000.00	Included	17/12/25	
FIDELITY GUARANTEE Strata Community Insurance	POL11022506	100,000.00	Included	17/12/25	
VOLUNTARY WORKERS Strata Community Insurance	POL11022506	Insured	Included	17/12/25	
OFFICE BEARERS Strata Community Insurance	POL11022506	1,000,000.00	Included	17/12/25	
CATASTROPHE Strata Community Insurance	POL11022506	7,830,000.00	Included	17/12/25	
GOVERNMENT AUDIT COS Strata Community Insurance	POL11022506	25,000.00	Included	17/12/25	
WH&S APPEAL EXPENSES Strata Community Insurance	POL11022506	100,000.00	Included	17/12/25	
LEGAL EXPENSES Strata Community Insurance	POL11022506	50,000.00	Included	17/12/25	\$1,000 all claims & 10% contribution
LOT OWNERS IMPROVEME Strata Community Insurance	POL11022506	300,000.00	Included	17/12/25	
FLOOD Strata Community Insurance	POL11022506	Insured	Included	17/12/25	
FLOATING FLOORS Strata Community Insurance	POL11022506	Insured	Included	17/12/25	
TERRORISM Strata Community Insurance	POL11022506	Insured	Included	17/12/25	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Belmont Management Pty Ltd

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

Yes - Name of authorised letting agent: Belmont Management Pty Ltd

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s AM Strata Pty Ltd

Positions/s held Body Corporate Manager

Date 07/08/2025

Signature/s  _____

Copies of documents given with this certificate:

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

WATERFORD PARK CTS 39985

BALANCE SHEET

AS AT 07 AUGUST 2025

	ACTUAL 07/08/2025	ACTUAL 30/04/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	151,637.33	80,323.64
Sinking Fund	192,154.20	165,125.67
<u>TOTAL</u>	<u>\$ 343,791.53</u>	<u>\$ 245,449.31</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	146,490.91	98,525.76
B O Q 23576497	134,000.00	134,000.00
Levies In Arrears	49,085.01	28,302.58
Other Arrears	16,714.69	14,441.33
Costs Pursuant To By-Laws	9,041.86	7,557.28
Prepaid Expenses	0.00	51,604.89
<u>TOTAL ASSETS</u>	<u>355,332.47</u>	<u>334,431.84</u>
<u>LIABILITIES</u>		
Gst Clearing Account	16,646.66	(2,277.12)
Creditors	(8,330.00)	1,576.86
Accruals	0.00	16,569.31
Next Year Discounts	0.00	(7,739.18)
Levies In Advance	3,224.28	80,852.66
<u>TOTAL LIABILITIES</u>	<u>11,540.94</u>	<u>88,982.53</u>
<u>NET ASSETS</u>	<u>\$ 343,791.53</u>	<u>\$ 245,449.31</u>

WATERFORD PARK CTS 39985

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 07 AUGUST 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/25-07/08/25	01/05/25-30/04/26	%	01/05/24-30/04/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	214,999.96	430,140.00	49.98	429,999.92
Discount - Admin Fund	(18,585.30)	(43,014.00)	43.21	(36,670.42)
Interest On Overdue Levies	2,501.15	0.00		7,074.47
<u>TOTAL ADMIN. FUND INCOME</u>	198,915.81	387,126.00		400,403.97
<u>EXPENDITURE - ADMIN. FUND</u>				
Archiving Fees	161.60	460.00	35.13	457.37
Audit Fees	0.00	700.00	0.00	2,305.00
Bank Charges- Incl Gst	124.47	500.00	24.89	448.18
Bas/las - Preparation Fee	310.00	1,800.00	17.22	1,720.00
Body Corporate Administration	4,261.25	12,091.00	35.24	11,988.21
Body Corporate Admin- Addl	1,712.75	3,500.00	48.94	4,705.84
Disbursements	123.32	0.00		0.00
Disbursements	715.84	0.00		0.00
Cleaning	920.00	6,000.00	15.33	5,440.00
Cleaning Gutters & Roof	0.00	5,000.00	0.00	4,708.00
Caretaker	53,320.25	200,850.00	26.55	194,863.10
Electricity	1,921.06	10,000.00	19.21	9,438.90
Data Archiving & Storage	684.59	2,000.00	34.23	2,086.50
Fees & Permits - No Gst	1,260.00	1,800.00	70.00	1,260.00
Fire Protection	382.43	1,600.00	23.90	1,508.41
Insurance	43,092.05	105,806.00	40.73	47,041.03
Insurance- Stamp Duty	4,203.64	3,200.00	131.36	4,603.21
Insurance - Valuation Report	0.00	0.00	0.00	1,231.82
Income Tax Returns	0.00	180.00	0.00	152.40
Levy Recovery Costs	2,810.59	0.00		3,639.24
Levy Recovery Costs- Recouped	(1,577.10)	0.00	0.00	(3,151.00)
Legal Expenses	654.18	0.00		11,142.96
Meeting Expenses	0.00	600.00	0.00	0.00
Printing, Postage & Stationery	2,585.42	4,800.00	53.86	4,717.07
P P & S - Additional	0.00	100.00	0.00	776.77
Pest Control	795.46	12,000.00	6.63	10,290.91
R & M - Building	1,810.57	3,000.00	60.35	706.12
R & M - Electrical	160.00	1,500.00	10.67	1,900.00
R & M - Gardens & Grounds	745.00	3,000.00	24.83	1,840.59

WATERFORD PARK CTS 39985

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 07 AUGUST 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/25-07/08/25	01/05/25-30/04/26	%	01/05/24-30/04/25
R & M - Gates & Doors	332.73	3,200.00	10.40	4,265.44
R & M - Plumbing	620.00	4,000.00	15.50	3,813.64
R & M - Pool & Spa	2,274.33	14,000.00	16.25	14,065.68
R & M - Security Equipment	0.00	3,200.00	0.00	3,051.82
Telephone/ Email/Fax	0.00	1,500.00	0.00	1,496.03
Water Charges	3,197.69	5,000.00	63.95	11,013.06
Work Order Fee	0.00	0.00	0.00	60.00
Prior Year Adjustment	0.00	0.00	0.00	1,000.00
<u>TOTAL ADMIN. EXPENDITURE</u>	127,602.12	411,387.00		364,586.30
<u>SURPLUS / DEFICIT</u>	<u>\$ 71,313.69</u>	<u>\$ (24,261.00)</u>		<u>\$ 35,817.67</u>
Opening Admin. Balance	80,323.64	80,323.64	100.00	44,505.97
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 151,637.33</u>	<u>\$ 56,062.64</u>		<u>\$ 80,323.64</u>

WATERFORD PARK CTS 39985

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 07 AUGUST 2025

	ACTUAL 01/05/25-07/08/25	BUDGET 01/05/25-30/04/26	VARIANCE %	ACTUAL 01/05/24-30/04/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	66,275.80	132,573.00	49.99	132,549.64
Discount - Sinking Fund	(5,481.83)	(13,257.30)	41.35	(11,211.04)
<u>TOTAL SINKING FUND INCOME</u>	60,793.97	119,315.70		121,338.60
<u>EXPENDITURE - SINKING FUND</u>				
Building	4,575.44	27,000.00	16.95	0.00
Grounds & Gardens	0.00	6,000.00	0.00	4,545.45
Pool - Spa & Sauna	1,440.00	0.00		20,236.19
Painting	0.00	100,000.00	0.00	103,489.00
Plant & Equipment	1,050.00	0.00		0.00
Security	0.00	0.00	0.00	320.00
Tree Lopping	26,700.00	0.00		0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	33,765.44	133,000.00		128,590.64
<u>SURPLUS / DEFICIT</u>	<u>\$ 27,028.53</u>	<u>\$ (13,684.30)</u>		<u>\$ (7,252.04)</u>
Opening Sinking Fund Balance	165,125.67	165,125.67	100.00	172,377.71
<u>SINKING FUND BALANCE</u>	<u>\$ 192,154.20</u>	<u>\$ 151,441.37</u>		<u>\$ 165,125.67</u>

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
08/08/2025 10:50 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 52910349

Scheme Name: WATERFORD PARK COMMUNITY TITLES SCHEME 39985

Body Corp. Addr: C/- CLUB BODY CORPORATE
8/107 MILES PLATTING RD
EIGHT MILE PLAINS
QLD
4113

COMMUNITY MANAGEMENT STATEMENT No: 39985

Title	Lot	Plan
50767201	CP	SP 180828
50767202	1	SP 180828
50767203	2	SP 180828
50767204	3	SP 180828
50767205	4	SP 180828
50767206	5	SP 180828
50767207	6	SP 180828
50767208	7	SP 180828
50767209	8	SP 180828
50767210	9	SP 180828
50767211	10	SP 180828
50767212	11	SP 180828
50767213	12	SP 180828
50767214	13	SP 180828
50767215	14	SP 180828
50767216	15	SP 180828
50767217	16	SP 180828
50767218	17	SP 180828
50767219	18	SP 180828
50767220	19	SP 180828
50767221	20	SP 180828
50767222	21	SP 180828
50767223	22	SP 180828
50767224	23	SP 180828
50767225	24	SP 180828
50767226	25	SP 180828
50767227	26	SP 180828
50767228	27	SP 180828
50767229	28	SP 180828
50767230	29	SP 180828
50767231	30	SP 180828
50767232	31	SP 180828
50767233	32	SP 180828
50767234	33	SP 180828
50767235	34	SP 180828
50767236	35	SP 180828
50767237	36	SP 180828
50767238	37	SP 180828
50767239	38	SP 180828
50767240	39	SP 180828
50767241	40	SP 180828
50767242	41	SP 180828

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QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
08/08/2025 10:50 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 52910349

Title	Lot	Plan
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50767243	42	SP	180828
50767244	43	SP	180828
50767245	44	SP	180828
50767246	45	SP	180828
50767247	46	SP	180828
50767248	47	SP	180828
50767249	48	SP	180828
50767250	49	SP	180828
50767251	50	SP	180828
50767252	51	SP	180828
50767253	52	SP	180828
50767254	53	SP	180828
50767255	54	SP	180828
50767256	55	SP	180828
50767257	56	SP	180828
50767258	57	SP	180828
50767259	58	SP	180828
50767260	59	SP	180828
50767261	60	SP	180828
50767262	61	SP	180828
50767263	62	SP	180828
50767264	63	SP	180828
50767265	64	SP	180828
50767266	65	SP	180828
50767267	66	SP	180828
50767268	67	SP	180828
50767269	68	SP	180828
50767270	69	SP	180828
50767271	70	SP	180828
50767272	71	SP	180828
50767273	72	SP	180828
50767274	73	SP	180828
50767275	74	SP	180828
50767276	75	SP	180828
50767277	76	SP	180828
50767278	77	SP	180828
50767279	78	SP	180828
50767280	79	SP	180828
50767281	80	SP	180828
50767282	81	SP	180828
50767283	82	SP	180828
50767284	83	SP	180828
50767285	84	SP	180828
50767286	85	SP	180828
50767287	86	SP	180828
50767288	87	SP	180828
50767289	88	SP	180828
50767290	89	SP	180828
50767291	90	SP	180828
50767292	91	SP	180828
50767293	92	SP	180828

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QUEENSLAND TITLES REGISTRY PTY LTD

AUTOMATED TITLES SYSTEM

ENE470

08/08/2025 10:50

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 52910349

Title	Lot	Plan
50767294	93	SP 180828
50767295	94	SP 180828
50767296	95	SP 180828
50767297	96	SP 180828
50767298	97	SP 180828
50767299	98	SP 180828
50767300	99	SP 180828

50767301	100	SP	180828
50767302	101	SP	180828
50767303	102	SP	180828
50767304	103	SP	180828
50767305	104	SP	180828
50767306	105	SP	180828
50767307	106	SP	180828
50767308	107	SP	180828

COMMUNITY MANAGEMENT STATEMENT Dealing No: 723958926

** End of CMS Search Statement **

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Requested By: D-ENQ INFOTRACK PTY LIMITED

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994

GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

Duty Imprint

723958926

ing Number

EF 470 \$113.04

28/03/2025 16:24:13

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Correction 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.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR THE
WATERFORD PARK COMMUNITY TITLES
SCHEME 39985

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

SMALL MYERS HUGHES
PO BOX 1876
SOUTHPORT QLD 4215
mail@smh.net.au
07 5552 6666

**Lodger
Code**

BE 3427

2. Lot on Plan Description

COMMON PROPERTY OF WATERFORD
PARK COMMUNITY TITLES SCHEE 39985

Title Reference

50767201

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR WATERFORD PARK COMMUNITY TITLES SCHEME 39985

4. Interest

NOT APPLICABLE

5. Applicant


BODY CORPORATE FOR WATERFORD PARK COMMUNITY TITLES SCHEME 39985

6. Request

We, the Body Corporate for Waterford Park Community Titles Scheme 39985, hereby request that the new Community Management Statement deposited herewith which amends Schedule C, be recorded as the new Community Management Statement for the Waterford Park Community Titles Scheme 39985.

7. Execution by applicant

28/03/2025
Execution Date


Max Donald Frederick Holland
Solicitor

Full Name: Max Donald Frederick Holland
Firm: Small Myers Hughes Lawyers

.....
Applicant's or Solicitor's Signature

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

NEW COMMUNITY MANAGEMENT STATEMENT

39985

**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

Office use only
CMS LABEL NUMBER

1. Name (including number) of CTS

WATERFORD PARK COMMUNITY TITLES
SCHEME 39985

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR WATERFORD PARK COMMUNITY TITLES SCHEME 39985

4. Scheme Land

Lot on Plan Description

Title Reference

COMMON PROPERTY OF WATERFORD PARK
COMMUNITY TITLES SCHEME 39985

50767201

LOTS 1 TO 107 ON SP 180828

50767202 TO 50767308

5. Name and address of original owner

NOT APPLICABLE

**6. Reference to plan lodged with this statement
(if applicable)**

NOT APPLICABLE

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 – SECTION 60(6) OF THE BODY CORPORATE & COMMUNITY MANAGEMENT ACT
1997 APPLIES

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate



See Form 20 – BCCM Execution

Privacy Statement

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

1. Community Titles Scheme (CTS) Name	CTS Number
WATERFORD PARK COMMUNITY TITLES SCHEME	39985
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature	 Max Donald Frederick Holland Solicitor	Signature	
Signer Name	Max Donald Frederick Holland	Signer Name	JAKE SUNNEY
Signer Authority	Legal Practitioner acting for the Body Corporate	Signer Authority	Legal Practitioner acting for the Body Corporate
Entity (if applicable)	Small Myers Hughes Lawyers	Entity (if applicable)	SMALL MYERS HUGHES LAWYERS
Execution Date	28/03/2025	Execution Date	28/03/2025

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the Body Corporate and Community Management Act 1997.

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 applicable only to Standard Module, Small Schemes Module and Accommodation Modules. 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.

Title Reference 50767201

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 1 ON SP 180828	1	1
LOT 2 ON SP 180828	1	1
LOT 3 ON SP 180828	1	1
LOT 4 ON SP 180828	1	1
LOT 5 ON SP 180828	1	1
LOT 6 ON SP 180828	1	1
LOT 7 ON SP 180828	1	1
LOT 8 ON SP 180828	1	1
LOT 9 ON SP 180828	1	1
LOT 10 ON SP 180828	1	1
LOT 11 ON SP 180828	1	1
LOT 12 ON SP 180828	1	1
LOT 13 ON SP 180828	1	1
LOT 14 ON SP 180828	1	1
LOT 15 ON SP 180828	1	1
LOT 16 ON SP 180828	1	1
LOT 17 ON SP 180828	1	1
LOT 18 ON SP 180828	1	1
LOT 19 ON SP 180828	1	1
LOT 20 ON SP 180828	1	1
LOT 21 ON SP 180828	1	1
LOT 22 ON SP 180828	1	1
LOT 23 ON SP 180828	1	1
LOT 24 ON SP 180828	1	1
LOT 25 ON SP 180828	1	1
LOT 26 ON SP 180828	1	1
LOT 27 ON SP 180828	1	1
LOT 28 ON SP 180828	1	1
LOT 29 ON SP 180828	1	1
LOT 30 ON SP 180828	1	1
LOT 31 ON SP 180828	1	1
LOT 32 ON SP 180828	1	1
LOT 33 ON SP 180828	1	1
LOT 34 ON SP 180828	1	1
LOT 35 ON SP 180828	1	1
LOT 36 ON SP 180828	1	1
LOT 37 ON SP 180828	1	1
LOT 38 ON SP 180828	1	1
LOT 39 ON SP 180828	1	1
LOT 40 ON SP 180828	1	1
LOT 41 ON SP 180828	1	1

Lot on Plan	Contribution	Interest
LOT 42 ON SP 180828	1	1
LOT 43 ON SP 180828	1	1
LOT 44 ON SP 180828	1	1
LOT 45 ON SP 180828	1	1
LOT 46 ON SP 180828	1	1
LOT 47 ON SP 180828	1	1
LOT 48 ON SP 180828	1	1
LOT 49 ON SP 180828	1	1
LOT 50 ON SP 180828	1	1
LOT 51 ON SP 180828	1	1
LOT 52 ON SP 180828	1	1
LOT 53 ON SP 180828	1	1
LOT 54 ON SP 180828	1	1
LOT 55 ON SP 180828	1	1
LOT 56 ON SP 180828	1	1
LOT 57 ON SP 180828	1	1
LOT 58 ON SP 180828	1	1
LOT 59 ON SP 180828	1	1
LOT 60 ON SP 180828	1	1
LOT 61 ON SP 180828	1	1
LOT 62 ON SP 180828	1	1
LOT 63 ON SP 180828	1	1
LOT 64 ON SP 180828	1	1
LOT 65 ON SP 180828	1	1
LOT 66 ON SP 180828	1	1
LOT 67 ON SP 180828	1	1
LOT 68 ON SP 180828	1	1
LOT 69 ON SP 180828	1	1
LOT 70 ON SP 180828	1	1
LOT 71 ON SP 180828	1	1
LOT 72 ON SP 180828	1	1
LOT 73 ON SP 180828	1	1
LOT 74 ON SP 180828	1	1
LOT 75 ON SP 180828	1	1
LOT 76 ON SP 180828	1	1
LOT 77 ON SP 180828	1	1
LOT 78 ON SP 180828	1	1
LOT 79 ON SP 180828	1	1
LOT 80 ON SP 180828	1	1
LOT 81 ON SP 180828	1	1
LOT 82 ON SP 180828	1	1
LOT 83 ON SP 180828	1	1
LOT 84 ON SP 180828	1	1
LOT 85 ON SP 180828	1	1

Lot on Plan	Contribution	Interest
LOT 86 ON SP 180828	1	1
LOT 87 ON SP 180828	1	1
LOT 88 ON SP 180828	1	1
LOT 89 ON SP 180828	1	1
LOT 90 ON SP 180828	1	1
LOT 91 ON SP 180828	1	1
LOT 92 ON SP 180828	1	1
LOT 93 ON SP 180828	1	1
LOT 94 ON SP 180828	1	1
LOT 95 ON SP 180828	1	1
LOT 96 ON SP 180828	1	1
LOT 97 ON SP 180828	1	1
LOT 98 ON SP 180828	1	1
LOT 99 ON SP 180828	1	1
LOT 100 ON SP 180828	1	1
LOT 101 ON SP 180828	1	1
LOT 102 ON SP 180828	1	1
LOT 103 ON SP 180828	1	1
LOT 104 ON SP 180828	1	1
LOT 105 ON SP 180828	1	1
LOT 106 ON SP 180828	1	1
LOT 107 ON SP 180828	1	1
TOTALS	107	107

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66 (1) (f) and (g) of the Body Corporate and Community Management Act 1977 are not applicable.

SCHEDULE C	BY-LAWS
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1. INTERPRETATIONS AND DEFINITIONS

1.1 Interpretation

- (a) Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.
- (b) Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- (c) Reference to the whole includes any part of the whole.
- (d) "Including" and similar expressions are not words of limitation.

- (e) 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.
- (f) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

1.2 Definitions

Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

- (a) **Act** means *Body Corporate and Community Management Act 1997* or legislation which replaces it;
- (b) **Boat** will include sailboard, jet ski and similar pleasure craft;
- (c) **Body Corporate** means the Body Corporate established upon the registration of the Community Titles Scheme;
- (d) **Body Corporate Manager** means the person engaged by the Body Corporate as the body corporate manager for the Scheme;
- (e) **Body Corporate Asset** means a body corporate asset of the Scheme;
- (f) **By-Laws** means these By-laws or any specified part of them;
- (g) **Caretaker** means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order.
- (h) **Committee** means the Committee of the Body Corporate elected in accordance with the Act;
- (i) **Committee Representative** means a member of the Committee appointed from time to time for the purpose of representing the Committee.
- (j) **Common Property** means the Common Property of the Scheme and where the context requires, includes the Shared Facilities;
- (k) **Community Titles Scheme** means the Waterford Park Community Titles Scheme 39985.
- (l) **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;
- (m) **Development** means any works carried out on the Scheme Land (excluding the inside of Lots) in the nature of construction, alteration, addition, modification, renovation or repair of any dwelling or other building, fence, retaining wall, all external signs or hoardings, external flood lights or spot lights, external fittings, excavation, filling or landscaping, planting or removal of any vegetation, trees or shrubs or civil infrastructure such as water, electricity, electricity lines, sewerage services and cable television.
- (n) **Development Approvals** means any development approval or permit for the development of the Scheme;

- (o) **GST** means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.
- (p) **Heavy Vehicle** includes a motor vehicle in excess of two tonnes weight.
- (q) **Invitees** means any tenant, guest, visitor, licensee or agent of an Owner or an Occupier who may be on a Lot or the Common Property with or without invitation;
- (r) **Letting Agent** means the person who from time to time holds an authorisation to act as the Letting Agent for the Scheme;
- (s) **Lot** means a Lot in the Scheme;
- (t) **Module** means the Regulation Module applicable to the Scheme described in Item 2 of the Community Management Statement;
- (u) **Occupier** means Occupier as defined in Schedule 6 of the Act;
- (v) **Original Owner** carries the same definition as in the Act;
- (w) **Owner** means the registered Owner of a Lot and includes where the context requires an Occupier of that Lot;
- (x) **Person** means a person bound by these By-laws and includes a body corporate, an unincorporated association, a company or an authority.
- (y) **Recreation Area** means any area that is Common Property for the use of Occupiers for recreational purposes including:
 - (i) the swimming pool and surrounding area;
 - (ii) the outdoor exercise area;
 - (iii) the communal open space area including BBQ and outdoor seating areas; and
 - (iv) the multipurpose space.
- (z) **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;
- (aa) **Scheme** means the community titles scheme created on subdivision of the Scheme Land;
- (bb) **Scheme Land** means all the land contained in the Community Titles Scheme.
- (cc) **Secretary** means the Secretary of the Body Corporate.
- (dd) **Service Infrastructure** means any infrastructure for the provision of Services to the Scheme or any Lot;
- (ee) **Shared Facilities** are the shared areas, access, Services, communal facilities, machinery, equipment and other facilities on the Common Property for the use of Occupiers.

2. USE OF LOT

- 2.1 Each Lot will be used for residential purposes only, except Lot 107 which may be used for residential purposes and for the purposes of the providing management, letting and related services, to Lots and Common Property in the Scheme including convenience store style operations to the lot Owners and their Invitees.

3. GENERAL APPEARANCE OF LOTS

- 3.1 No structural alterations will be made to any Lot which includes, but is not limited to, any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system.
- 3.2 An Owner or Occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

4. MAINTENANCE OF LOTS

- 4.1 An Owner or Occupier of a Lot will:
- (a) be responsible for the proper maintenance and decoration of the Lot;
 - (b) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such Improvements without the prior written consent of the Committee;
 - (c) maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin or insects;
 - (d) maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of.
- 4.2 The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
- (a) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
 - (b) the obligations under by-law 4.1 be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion:
 - (i) cause the Improvements to be put in such a state or the obligations under by-law 4.1 to be carried out in accordance with the notice; and
 - (ii) the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand; and
 - (iii) the amount of any such debt shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- 4.3 An Owner or Occupier of a Lot will allow the Committee, contractors and a person authorised by the Body Corporate (an **authorised person**) to enter and remain on the Lot, while it is reasonably necessary to:
- (a) inspect the Improvements to determine whether the work the Body Corporate is authorised or required to carry out is necessary; or
 - (b) to carry out Works the Body Corporate is authorised or required to carry out.

provided that the authorised person at a reasonable time after at least 7 days written notice of the intended entry date has been given to the Owner or Occupier.

- 4.4 For the purposes of this By-law 'Improvements' includes walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within the Lot.

5. APPEARANCE OF LOTS

- 5.1 Subject to by-law 5.2 and by-law 37, an Owner or Occupier of a Lot must not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of a Lot in such a way as to be visible from outside the Lot without the prior written consent of the Committee.
- 5.2 Despite by-law 5.1, the Caretaker is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the Scheme.

6. WATER APPARATUS

- 6.1 An Owner or Occupier of a Lot will see that all water taps in the Lot are properly turned off after use.
- 6.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- 6.3 Any Costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by his own acts or those of members of the Owners or Occupiers household or the Owners or Occupiers servants, agents or guests.

7. LIGHTING AND HEATING OF LOTS

- 7.1 The Owner or Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating in a Lot nor in any other way cause or increase a risk of fire or explosion in a Lot.

8. STORAGE OF FLAMMABLE LIQUIDS

- 8.1 An Owner or Occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon a Lot or Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. WINDOWS

- 9.1 The windows of each Lot must be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

10. WINDOW COVERS

- 10.1 No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. This by-law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- 10.2 An Owner must not hang curtains visible from outside the Lot unless those curtains have a white backing, or unless such colour and design have been approved by the Committee. An Owner must not install,

renovate or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from common property or any other lot.

11. PETS

11.1 Body Corporate Approval

- (a) subject to the Act, an Owner or Occupier must not, without the Body Corporate's written approval (which shall not unreasonably be withheld):
 - (i) bring or keep an animal on the Lot or the Common Property; and
 - (ii) permit Invitees to bring or keep an animal on the Lot or Common Property.

11.2 Conditions of Approval

- (a) an approval given by the Body Corporate under By-law 11.1 must be on the following conditions (and any other conditions reasonably imposed by the Body Corporate as part of any approval):
 - (i) the relevant animal must be restricted to the Occupier's Lot and any area set aside for the exclusive use of that Lot, other than carparks;
 - (ii) the animal must at all times whilst on the Common Property, be properly restrained or controlled, not defecate and only be on the Common Property for the purposes of entry and exit to and from the Lot from outside the Scheme.
 - (iii) the Owner or Occupier or Invitee must:
 - A. prevent the animal from causing a nuisance, by noise or otherwise, at all times;
 - B. clean up all excrement or refuse left upon the Common Property by the animal;
 - C. make good, or bear the cost of making good, damage to Common Property by the animal;
 - D. ensure the animal does not wander onto another Lot or the Common Property;
 - E. obtain written approval from the Lot Owner consenting to an Animal being kept within that Lot signed by the Lot Owner (in the case of an Occupier that is not the Lot Owner);
 - F. complete and sign a Pets Register Form;
 - G. provide to the Body Corporate a photo of the animal.
 - (iv) The approval relates only to the specified animal.
- (b) approval to domicile an Animal within the Lot shall be approved or denied by the Committee seven (7) days after the Lot Owner or Occupier supplies the information required by this by-law and prior to the Animal taking up residence in the Lot. If the Animal is not approved within this time frame the Animal will be deemed not to be approved until such time as the Committee gives express written approval.
- (c) the owner of the Animal must indemnify the Body Corporate from any legal action, claim, damages, injury or compensation arising from any breach of this by-law.
- (d) where the Animal is a cat or a dog, the Animal must wear an identification tag clearly showing the Owners' unit number, address and telephone number.

11.3 Removal of the Animal.

- (a) If any of the conditions specified in By-Law 11.2 are contravened, the Body Corporate or the Committee may after two warnings to the Occupier require the immediate and permanent removal of the animal from the Lot and Common Property.

12. NO VARIATION TO APPEARANCE

- 12.1 Subject to by-law 37, an Owner or Occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

13. ANTENNAE

- 13.1 No television, radio or other electronic antenna or device of any type *may* be erected, constructed or placed or permitted to remain on any Lot or Common Property unless the same is contained within a Lot and is not visible from outside the Lot.

14. SECURITY OF LOTS

- 14.1 The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these By-laws by any Owner including, without limitation:
- (a) 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;
 - (b) allowing a designated part of the Common Property to be used by any security person firm or company;
 - (c) obtaining, installing and maintaining locks, alarms, communications systems and other security devices;
- 14.2 All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

15. INSURANCE

- 15.1 An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on a Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

16. NUISANCE

- 16.1 No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:
- (a) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
 - (b) all musical instruments, wirelesses, radios, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
 - (c) guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours;

- (d) in the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (e) the Occupier contravenes this By-Law if-
 - (i) the Occupier regularly uses, or regularly permits an Invitee to use, a smoking product on the Lot or the Common Property of the Scheme; and
 - (ii) an Occupier of another Lot or an Invitee of the Occupier of the other Lot, or a person who is lawfully on the Common Property, is regularly exposed to the smoke or emission from the smoking product-
 - A. in the other Lot; or
 - B. on the Common Property.

17. OBSTRUCTION

- 17.1 An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person.
- 17.2 Subject only to By-Law 23, the pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their Lot.

18. DEPOSITING RUBBISH ON COMMON PROPERTY

- 18.1 An Owner must not:
- (a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
 - (b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of a Lot.
- 18.2 Any damage or costs for cleaning or repair caused by breach of this by-law will be borne by the Owner or Occupier concerned.

19. GARBAGE DISPOSAL

- 19.1 An Owner or Occupier of a Lot must:
- (a) except where the Body Corporate provides some other means of disposal of garbage, maintain within the Owners or Occupiers Lot, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
 - (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
 - (c) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his disposal of garbage;
 - (d) ensure that garbage is regularly left for collection at a time and place directed by the Caretaker from time to time;
 - (e) ensure that garbage bins left out for garbage collection are removed from Common Property and returned to relevant Lots as soon as practical after garbage collection.

20. DAMAGE TO LAWNS, ETC ON SCHEME LAND

20.1 An Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use *any* part of Common Property as a garden.

21. DAMAGE TO THE COMMON PROPERTY OR LOT

21.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Common Property asset except with the consent in writing of the Body Corporate.**22. COMMITTEE TO BE NOTIFIED OF ACCIDENTSETC.**

22.1 An Owner or Occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.**23. VISITORS CAR PARKING**

23.1 The Committee *may* in its absolute discretion by written notice from time to time to the Owners, mortgagees and Occupiers of Lots within the Scheme Land nominate which car parking spaces situated on Common Property may be used by the Invitees of Occupiers of Lots.**23.2 An Occupier of a Lot must use his best endeavours to ensure that any invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the Committee has nominated under this By-law but such Invitee's Motor Vehicle must not be permitted to park overnight on the Scheme Land without the prior written consent of the Committee.****23.3 No Motor Vehicle may be parked in the car parking spaces on Scheme Land nominated and identified by the Body Corporate as the Visitors' Car Park for longer than eight (8) accumulative hours, within a twenty-four (24) hour period.****23.4 In the event an Owner or Occupier or an Invitee is in breach of this By-law 23, the person who controls or owns the Motor Vehicle indemnifies the Caretaker and the Body Corporate from any costs, loss or damage suffered by the Caretaker or the Body Corporate if the Body Corporate takes steps to remove the Motor Vehicle from the Scheme Land or Visitors Car Park in which the Motor Vehicle stands.****23.5 The Body Corporate reserves the right to tow or otherwise arrange for the removal of a Motor Vehicle in contravention of this By-Law.****24. USE OF CARAVANS ETC, AND HEAVY VEHICLES**

24.1 An Owner or Occupier of a Lot must not:

- (a) permit any caravan, campervan, mobile home, Boat or trailer upon the Common Property or upon a Lot unless it is housed in a garage and is not visible from any part of the Common Property;
- (b) permit any occupation of a caravan, campervan or mobile home upon a Lot;
- (c) drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.

25. INSPECTION OF LOTS

- 25.1 Upon one day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner or Occupier of the Lot concerned).
- 25.2 If not so permitted the Committee may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- 25.3 The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such Owner or Occupier as is reasonable in the circumstances.

26. OBSERVANCE OF THESE BY-LAWS

- 26.1 The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.
- 26.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that his Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

27. REPAIRS BY THE BODY CORPORATE

- 27.1 Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or of any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred. The amount of any such debt shall be deemed to be a liquidated debt due by the Owner to the Body Corporate

28. CONTRACTORS

- 28.1 An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

29. NOTIFICATION OF INFECTIOUS DISEASES

- 29.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any lot the Owner or Occupier of such lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

30. NOTICES TO BE OBSERVED

- 30.1 An Owner or Occupier of a Lot must observe the terms of any Notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

31. TIME FOR USE OF RECREATION AREAS

- 31.1 The Recreation Areas must not be used between the hours of 10.00 pm and 7.00 am or such other hours as agreed to by the Committee and the Caretaker and notified to Owners and Occupiers under By-law 32.

32. RULES FOR USE OF RECREATION AREAS

- 32.1 All Owners or Occupiers of lots when making use of the Recreation Areas must ensure:

- (a) that any Invitees and guests do not use the same or any of them unless another Owner or Occupier accompanies them;
- (b) that children below the age of thirteen years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) that the Invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (d) if congestion is experienced in the use of the Recreation Areas, the Caretaker may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers of lots in the Scheme Land;
- (e) all users of the recreation areas must be suitably attired and must observe a dress code suitable for the occasion.

33. SWIMMING POOL/SPA

33.1 Occupiers and any other authorised users may use the swimming pool and associated facilities on the Common Property subject to the compliance with the following:

- (a) the swimming pool must not be used by a guest or invitee unless the person is accompanied by the host Occupier;
- (b) an adult must at all times exercise effective control over children below the age of 13 years;
- (c) alcoholic beverages must not be consumed in or around the pool;
- (d) running, rough play in or about the pool, excessive splashing, improper diving from the board or the sides of the pool is prohibited;
- (e) food, glass, breakable items and pets must not be brought into the pool area;
- (f) the swimming pool and barbecue areas must only be used between the hours of 7:00am and 10:00pm or such other time as the Body Corporate may determine;
- (g) all users of the swimming pool must be suitably attired and must observe an appropriate dress code;
- (h) after the facilities are used, the relevant area must be left in a clean and tidy state and available to the next users;
- (i) heating of the spa is at the discretion of the Caretaker.

34. MAINTENANCE OF SWIMMING POOL/SPA

34.1 An Owner or Occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

35. BARBEQUE AREA

35.1 Occupiers and any other authorised users may use the barbeque area and associated facilities on the Common Property subject to compliance with the following rules:

- (a) the area is only to be used between the hours of 7:00am and 10:00pm or such other time as the Body Corporate may determine;
- (b) the area is not to be used so as to create a nuisance or disturbance to others. In particular:
 - (i) all sound systems, musical instruments and the like are to be controlled so that the sound arising from them is reasonable and does not cause annoyance to others;

- (ii) food, cigarette butts, papers and other items must be deposited in an appropriate rubbish receptacle and not be littered about the area;
 - (iii) there is to be no offensive language;
 - (iv) all users of the barbeque area must be suitably attired and observe an appropriate dress code;
- (c) cooking appliances and appurtenances must be used in a proper manner and turned off according to the operating instructions and all such appliances and appurtenances are to be thoroughly cleaned after use;
- (d) if the barbecue is not adequately cleaned after use, the Caretaker may, at his discretion, charge the Owner or Occupier who last used the barbecue the cost of cleaning the barbecue. Such charge is payable on demand to the Caretaker by the relevant Owner or Occupier.
- 35.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate
- 35.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:
- (a) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - (b) enter such costs and expenses against the levy account of the Owner.
- 35.4 In this by-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's lot.
- 35.5 The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

36. CONSTRUCTION/SALE OF LOTS

- 36.1 Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:
- (a) to place such signs and other advertising and display material in and about a Lot and above 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;
 - (b) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
 - (c) to carry out any building (including construction) of any improvements, or any other things done on the Scheme Land and no objection will be made to the notice, nuisance or other inconvenience which might arise from that; and
 - (d) to use the Common Property or other lots, in the Scheme to:
 - (i) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (ii) store building materials, vehicles, equipment or fill on the Scheme Land.
- 36.2 In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot owners, of their lots and the Common Property.

36.3 While any construction or building operations are occurring on the Scheme Land, Lot owners, occupiers and Invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and Persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

37. NO OBJECTION

37.1 The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

38. BY-LAW TO BE EXHIBITED

38.1 A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

39. SPEED LIMITS

39.1 An Owner or Occupier of a Lot must not exceed the speed limit of 10kms per hour or such other speed nominated by the Committee from time to time and agreed to by the Caretaker (**'the Speed Limit'**) while driving any Motor Vehicle or Heavy Vehicle on the Common Property and must use its best endeavours to ensure that any Invitees do not exceed the Speed Limit.

40. RECOVERY OF MONIES

40.1 If a Person breaches the Act or these By-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Occupier of the relevant lot at the time the breach occurred.

41. RECOVERY OF COSTS

41.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST in respect of the costs and expenses) in connection with:

- (a) recovering levies or monies payable to the Body Corporate pursuant to the Act or these by-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these by-laws;
- (b) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a lot.

41.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.

41.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:

- (a) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
- (b) enter such costs and expenses against the levy account of the Owner.

41.4 In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's lot.

41.5 The Body Corporate may include any costs payable to it under this by-law on any certificate issued in respect of the lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

42. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS

42.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. Such approval may be granted with or without reasonable

conditions. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this by-law will be payable by the relevant Owner on demand.

43. AUCTION SALES

- 43.1 An Owner of a Lot must not permit any auction sale to be conducted or to take place in a Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

44. ACCESS BY ELECTRICITY AUTHORITY

- 44.1 If a Lot contains an electricity meter and/or switchboard, an Owner or Occupier of that lot must make such meter and/or switchboard available for access at all times by all other Owners and Occupiers of lots in the Scheme Land and by the relevant body administering the supply of electricity to lots in the Scheme Land.

45. EXCLUSIVE USE SPACE

- 45.1 The Owners of Lots are entitled to the exclusive use of the Common Property nominated by the Original Owner to the Body Corporate from time to time ('Exclusive Use Space') which nominations (at the date of this Community Management Statement) are identified in Schedule E.
- 45.2 The Body Corporate must maintain and keep the Exclusive Use Space neat and tidy and keep all plants or grass properly tendered and watered and continue to perform its duties under the Act in respect of such Exclusive Use Space.
- 45.3 This grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate, the Committee and its properly appointed agents access at all reasonable times to the Exclusive Use Space for any proper purpose.
- 45.4 An Owner or Occupier of a Lot must not park any Motor Vehicle upon the Common Property unless the exclusive use of that part of the Common Property has been allocated or licensed to the Owner or Occupier respectively of the Lot for that purpose.
- 45.5 An Owner or Occupier must not fence or otherwise obstruct access to any Exclusive Use Space.

46. BOOKING OF COMMON PROPERTY

- 46.1 The Caretaker may, at its discretion, operate a booking system to enable Owners or Occupiers of the Scheme Land to reserve any part of the Common Property for functions or other uses from time to time. This includes the barbecue and any other part of Common Property which may be used for functions of any kind or a meeting room.
- 46.2 In operating such booking system the Caretaker:
- (a) will allocate bookings on a 'first come first served' basis; and
 - (b) may require a deposit of \$100 (or other amount the Committee deems appropriate from time to time) to cover the costs of cleaning and repair of Common Property. If, in the reasonable opinion of the Caretaker, the Common Property has not been adequately cleaned after the function, or that damage has occurred to the Common Property as a result of the function, then the Caretaker may withhold the deposit and apply it to such cleaning or repair; and
 - (c) must comply with the reasonable requirements of the Committee in relation to the management and operation of booking system, as notified to the Caretaker from time to time.
- 46.3 The Caretaker is authorised to refuse to accept a booking if, in the reasonable opinion of the Caretaker, the person placing the booking:

- (a) has previously failed to adequately clean the function area after a function; or
- (b) has previously failed to honour a booking where the Caretaker has refused to accept a later booking as a result of the person's booking; or
- (c) has been using the function area frequently, and the repeated prior booking of the area is denying access to other Owners or Occupiers who have a genuine reason for using the area and seeking a booking; or
- (d) is likely to cause a disturbance to the Scheme Land as a result of the booking (e.g. by holding a loud party etc.)

47. GYM

47.1 Owners, Occupiers and any other authorised users may use the gym and gym equipment on the Common Property subject to compliance with the following rules:

- (a) the area is only to be used between the hours of 7:00am and 10:00pm or such other time as the Body Corporate may determine;
- (b) the area is not to be used so as to create a nuisance or disturbance to others. In particular:
 - (i) all sound systems and the like are to be controlled so that the sound arising from them is reasonable and does not cause annoyance to others;
 - (ii) no food or alcohol is to be taken into the area and any liquid must be kept in a sealable bottle;
 - (iii) litter is to be deposited in appropriate receptacles;
 - (iv) there is to be no offensive language used;
 - (v) all users must be suitably attired and observe an appropriate dress code which includes (as a minimum) enclosed footwear, shorts and a singlet shirt;
 - (vi) weights and other equipment are to be returned the designated areas after use and placed in the designated areas in a neat and tidy condition.
 - (vii) each user of the gym must take a towel with them and wipe sweat from equipment or mats after use.
 - (viii) only one weights machine may be used at any time by a user and dual use of machines is not allowed.
 - (ix) the use of cardiovascular equipment is to be limited to no more than 30 minutes during peak times (with peak times being those notified to users by Caretaker in the gym room).
- (c) any damage to any gym equipment must be reported to the Caretaker immediately upon the user becoming aware of the damage.
- (d) children under the age of 16 years must be accompanied by an adult when using the gym, and otherwise shall not be allowed to be in the gym room.

47.2 Users of the gym do so at their own risk and agree to indemnify and keep indemnified the Body Corporate from any damage they may suffer arising from their attendance at or use of the gym.

48. ELECTRONIC VEHICLES

48.1 Grant of Right

- (a) subject to the building's available electrical, an owner may install a wall or pedestal/stand a standard general purpose power point (equipment) for charging their electric vehicle (EV). Owners are limited to one power point per lot.

48.2 Conditions of Installation, Modification & Removal

- (a) an Owner wishing to install the equipment for the purpose of charging their EV must comply with the following requirements:
- (i) the Owner must apply in writing to the Body Corporate attaching a plan including, the Lot number of the car park space, the proposed location, mounting arrangement of the power point and wiring detail;
 - (ii) the proposed installation must be approved in writing by the Body Corporate. This will be conditional subject to sufficient electrical power being available without endangering the security of supply to other parts of the building electric system;
 - (iii) the equipment must be limited to a standard single phase power point;
 - (iv) the equipment must be installed by a licensed electrician and must comply with Australian Standards and the building power provider.

48.3 Costs

- (a) the Owner shall pay all costs for the installation and maintenance of the equipment and the owner shall pay for the energy used.

48.4 Capacity Upgrade

- (a) the Body Corporate may in future undertake work to increase the capability available for charging electric cars, which will be driven by demand, available technology and the capacity for the power system in the building. The Owner may have an opportunity to upgrade their equipment to this new service when available.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Lots on Plan	Statutory Easement	Service Location Diagram
Common Property of Waterford Park Community Titles Scheme 39985	Sewer Line, Stormwater, Electricity, Telecom and Water	Services Location Diagram Sheets 1 to 5
Lots 1 – 107 on SP 180828	Sewer Line, Stormwater, Electricity, Telecom and Water	Services Location Diagram Sheets 1 to 5

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

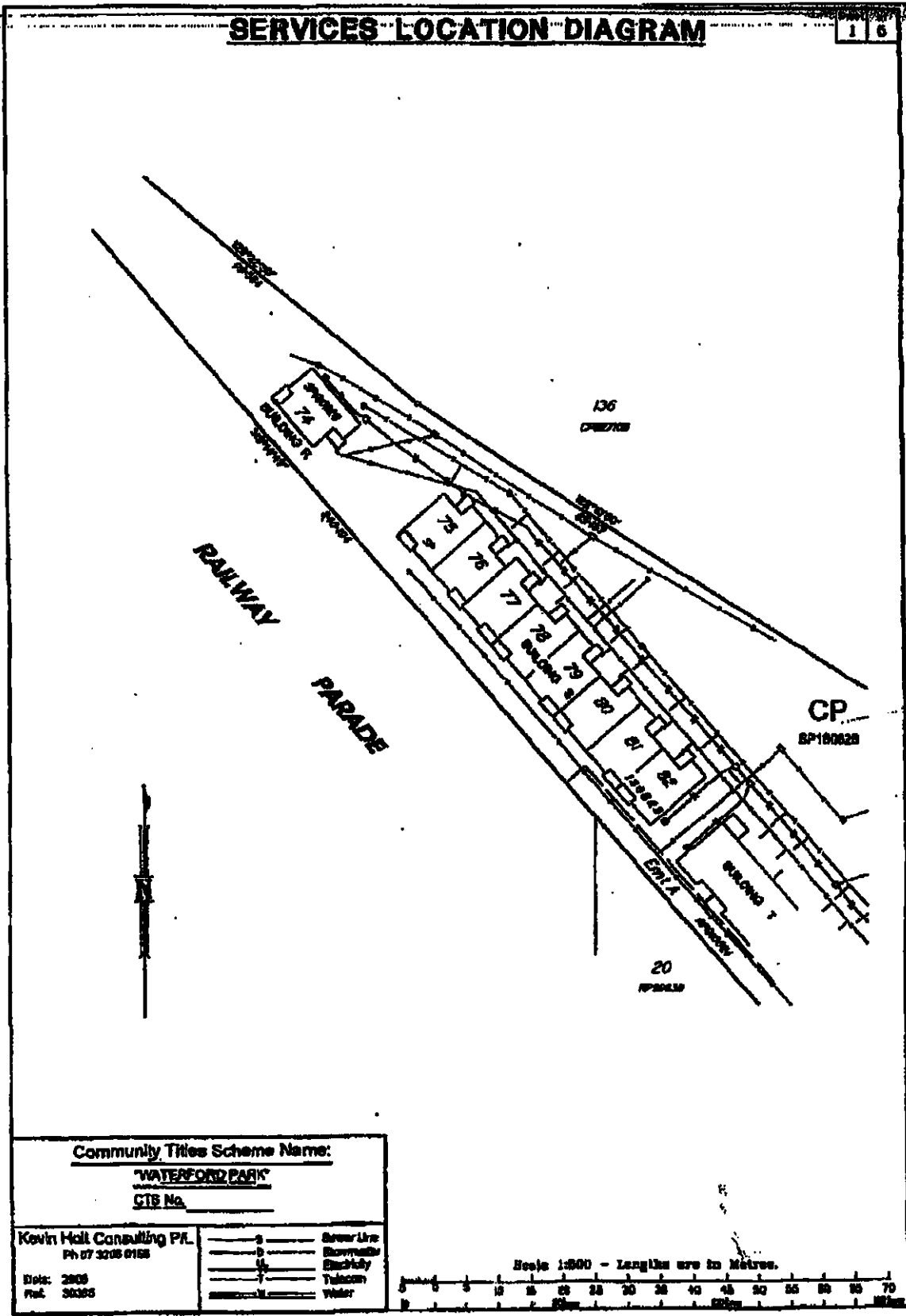
LOT 1 ON SP 10828	1A & 1B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 2 ON SP 10828	2A & 2B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 3 ON SP 10828	3A & 3B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 4 ON SP 10828	4A & 4B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 5 ON SP 10828	5A & 5B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 6 ON SP 10828	6A & 6B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 7 ON SP 10828	7A & 7B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 8 ON SP 10828	8A & 8B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 9 ON SP 10828	9A & 9B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 10 ON SP 10828	10A & 10B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 11 ON SP 10828	11A & 11B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 12 ON SP 10828	12A & 12B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 13 ON SP 10828	13A & 13B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 14 ON SP 10828	14A & 14B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 15 ON SP 10828	15A & 15B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 16 ON SP 10828	16A & 16B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 17 ON SP 10828	17A & 17B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 18 ON SP 10828	18A & 18B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 19 ON SP 10828	19A & 19B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 20 ON SP 10828	20A & 20B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 21 ON SP 10828	21A & 21B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 22 ON SP 10828	22A & 22B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 23 ON SP 10828	23A & 23B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached

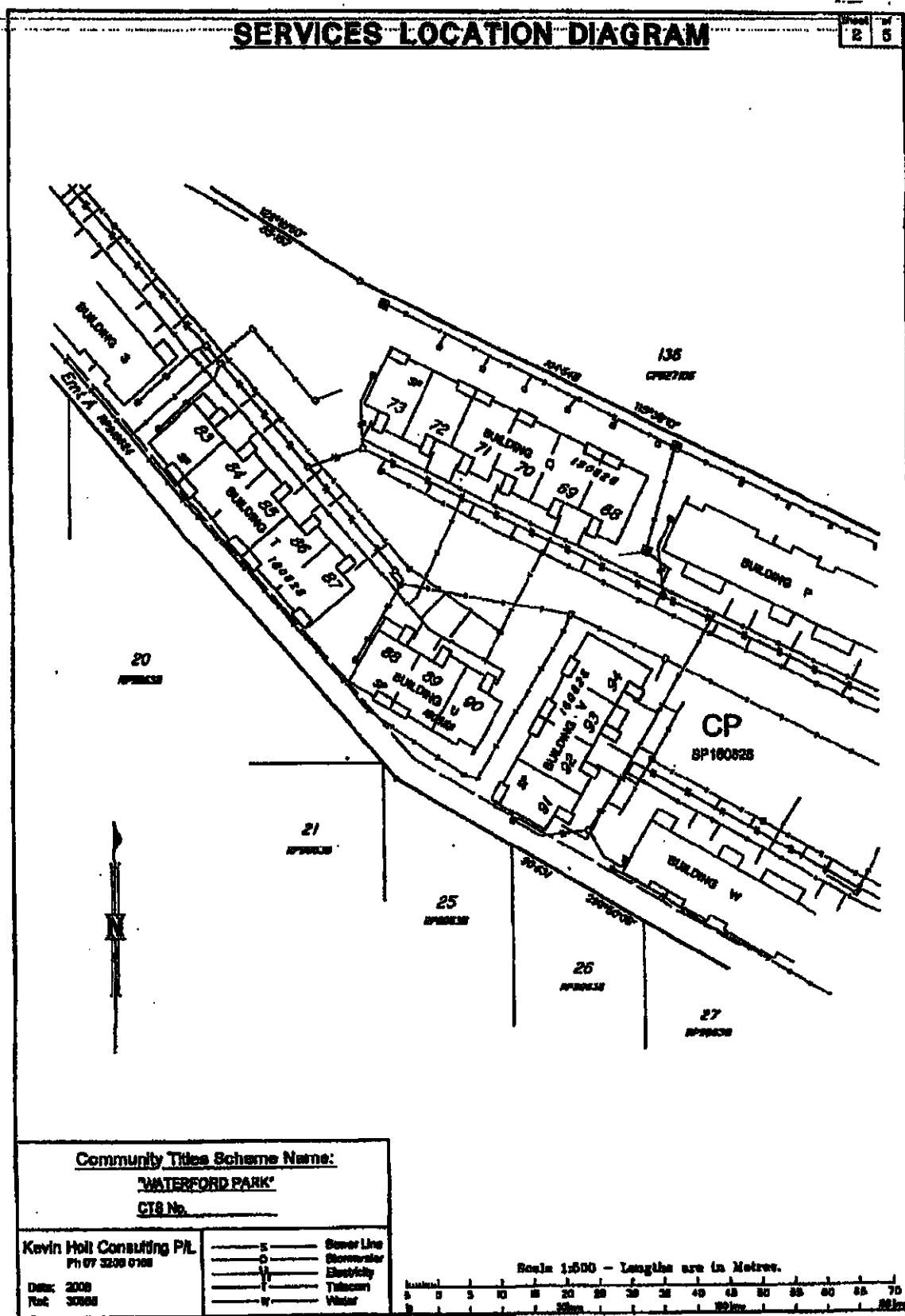
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LOT 25 ON SP 10828	25A & 25B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
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LOT 40 ON SP 10828	40A & 40B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 41 ON SP 10828	41A & 41B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 42 ON SP 10828	42A & 42B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 43 ON SP 10828	43A & 43B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 44 ON SP 10828	44A & 44B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
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LOT 46 ON SP 10828	46A & 46B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 47 ON SP 10828	47A & 47B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 48 ON SP 10828	48A & 48B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached

LOT 49 ON SP 10828	49A & 49B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 50 ON SP 10828	50A & 50B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 51 ON SP 10828	51A & 51B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
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LOT 58 ON SP 10828	58A & 58B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
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LOT 69 ON SP 10828	69A & 39B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
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LOT 71 ON SP 10828	71A & 71B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 72 ON SP 10828	72A & 72B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached
LOT 73 ON SP 10828	73A & 73B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached

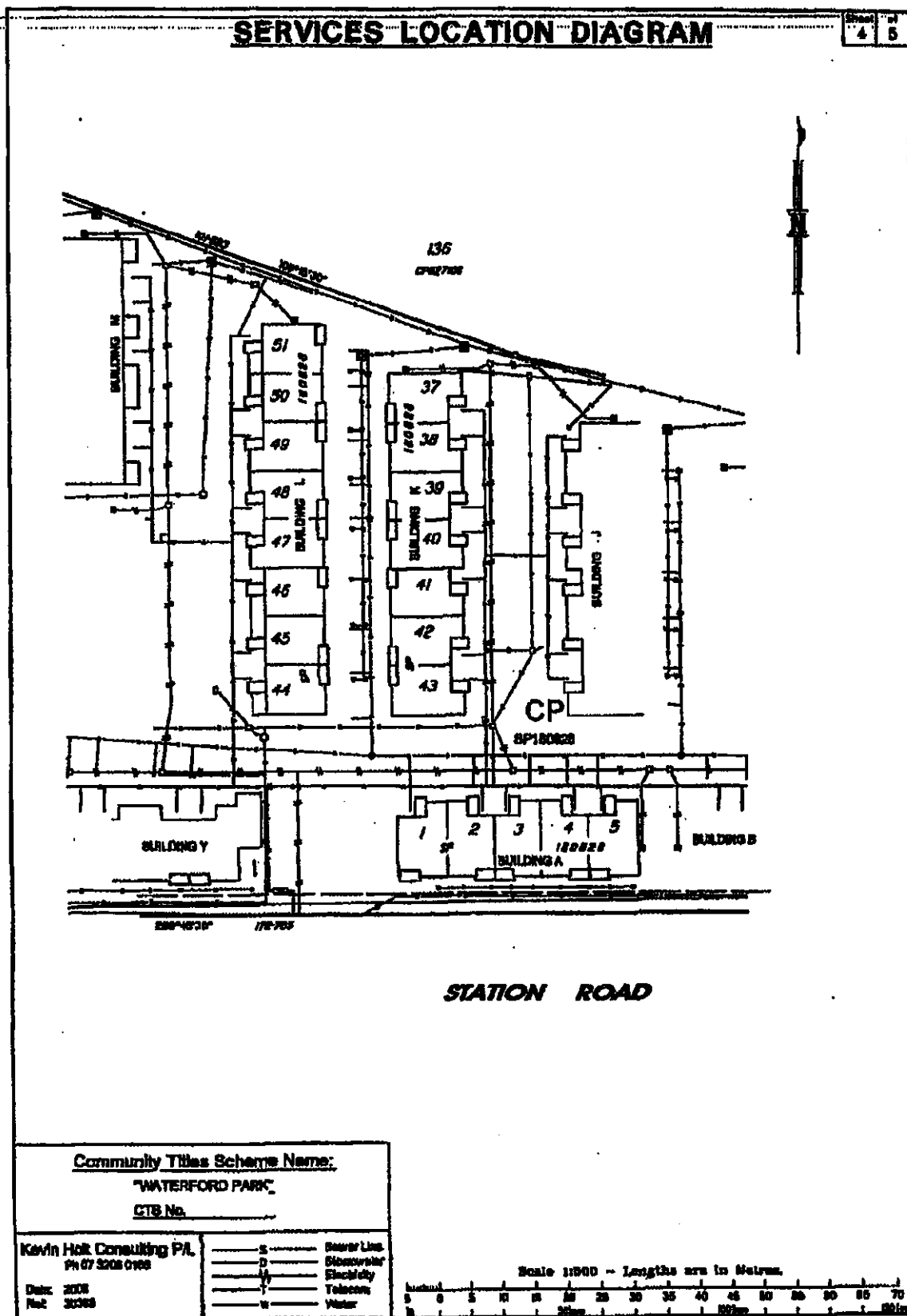
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LOT 98 ON SP 10828	98A & 98B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached

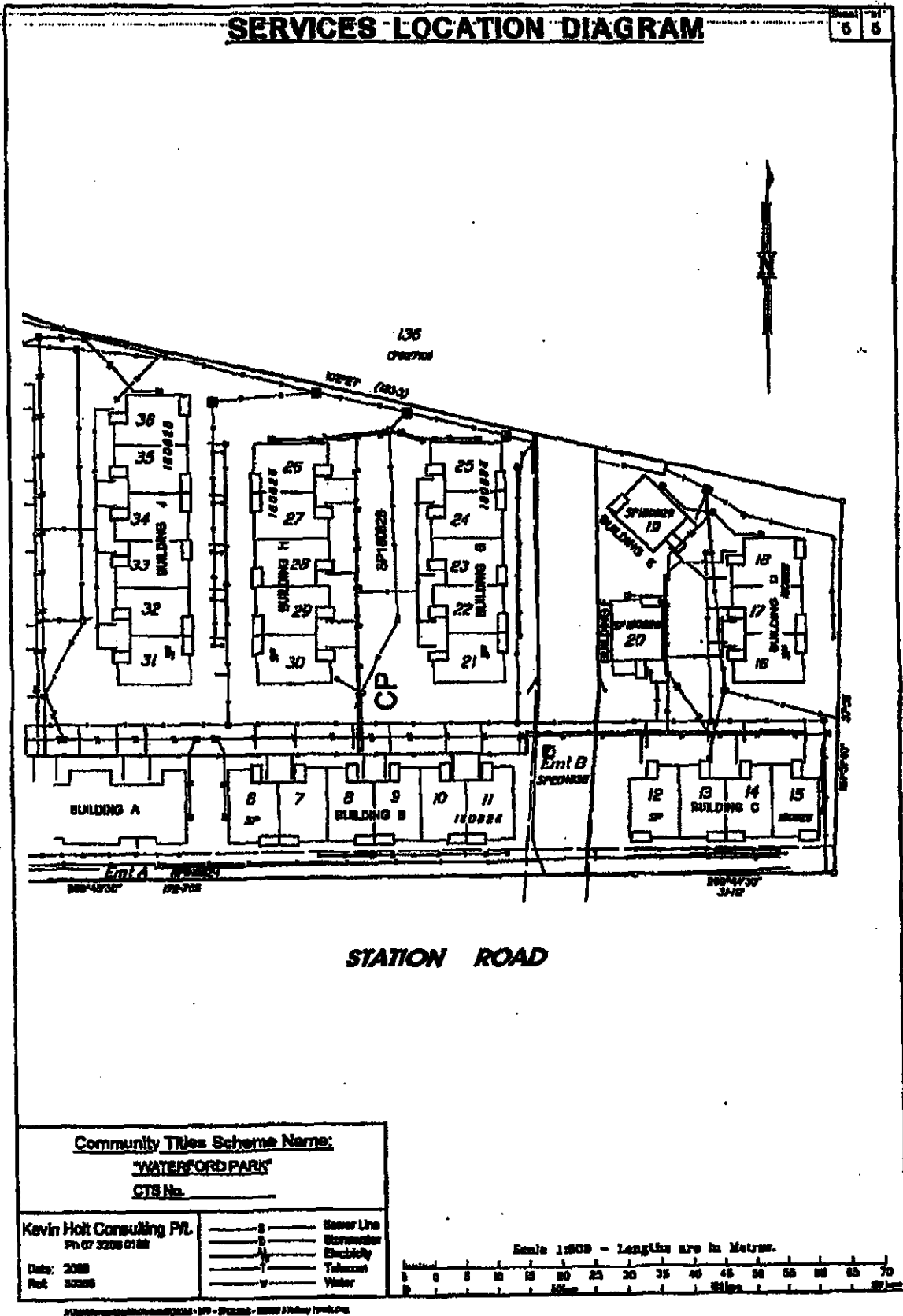
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LOT 107 ON SP 10828	107A & 107B on Plan of Exclusive Use of Common Property in Waterford Park Community Titles Scheme attached

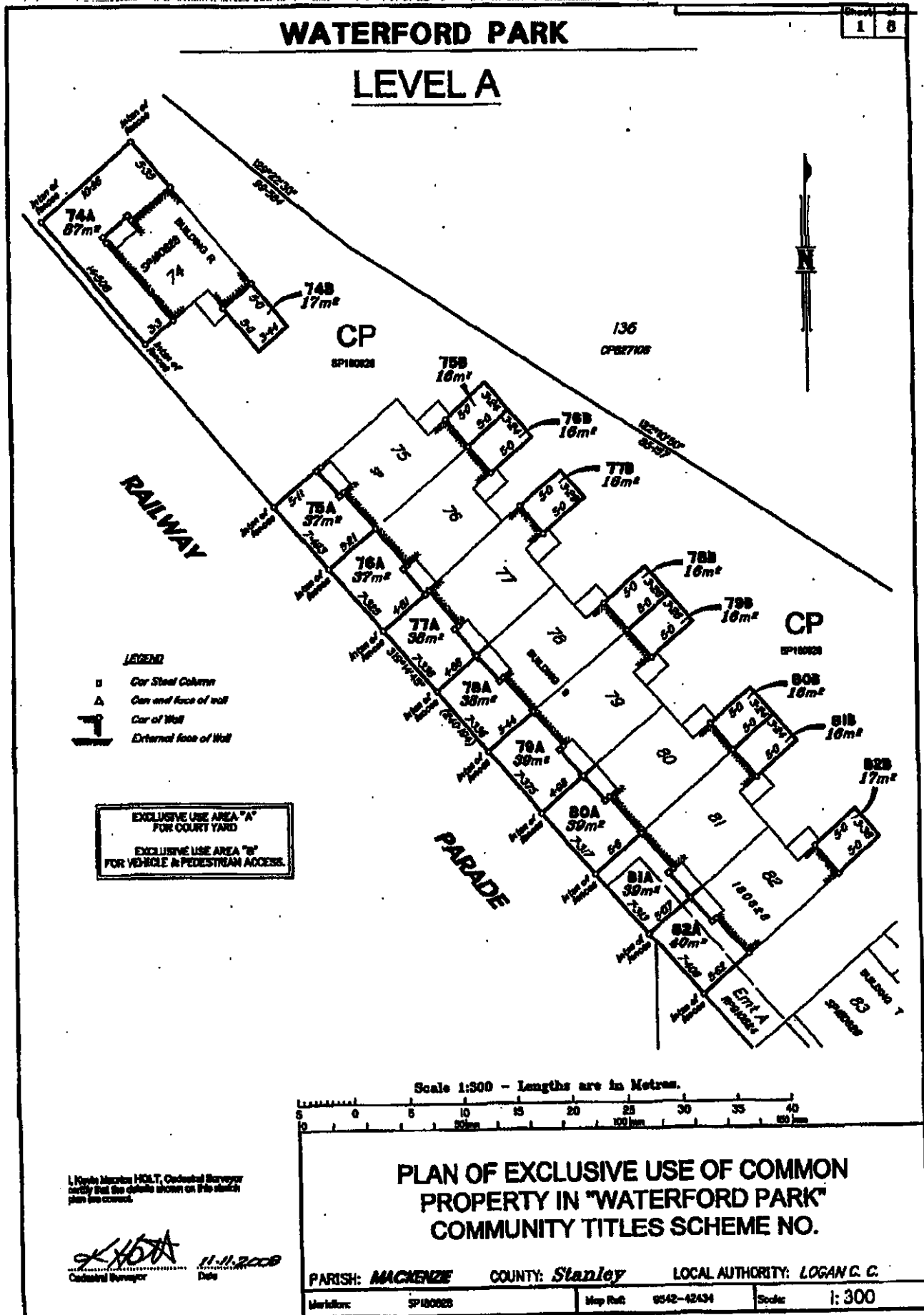


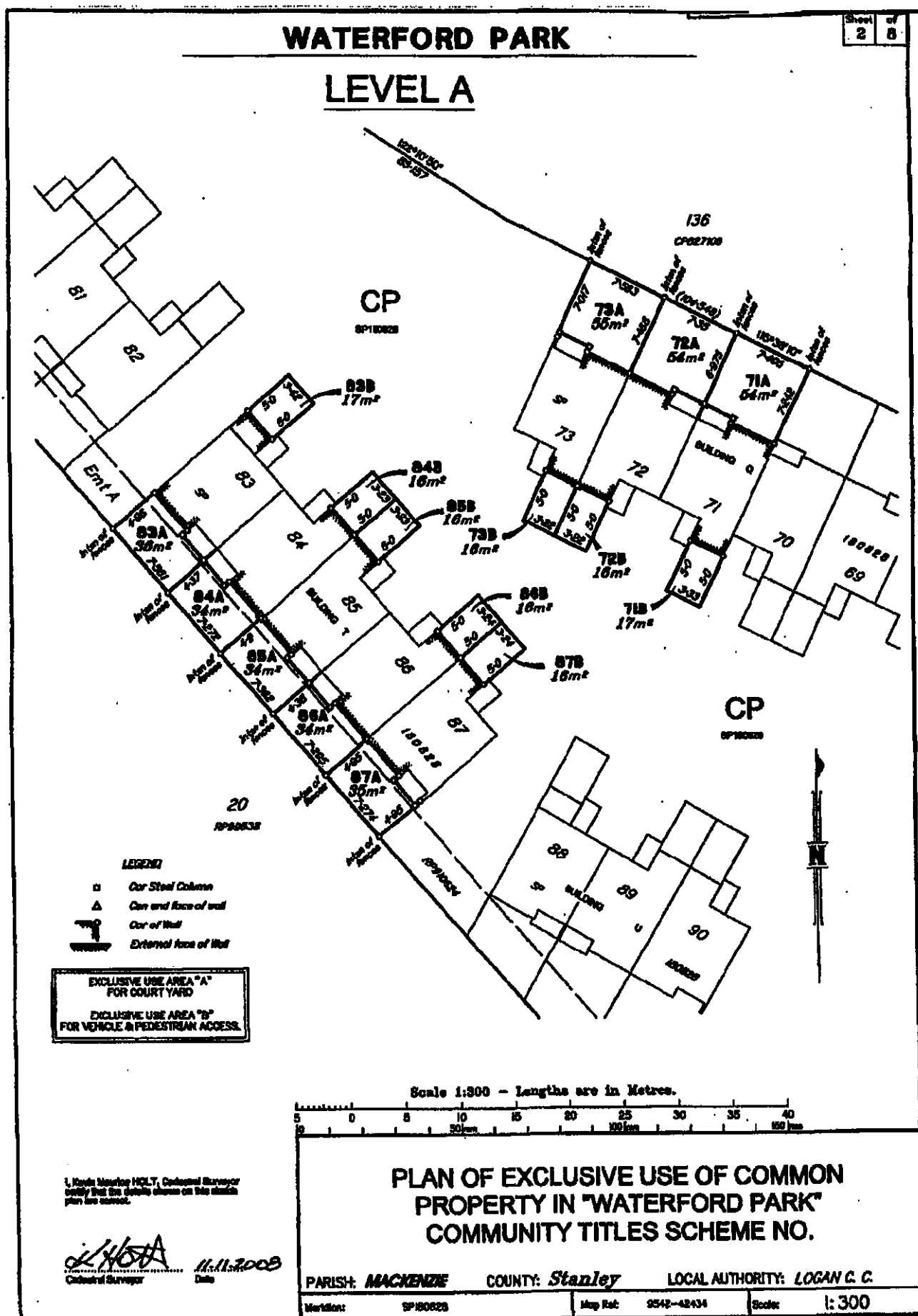


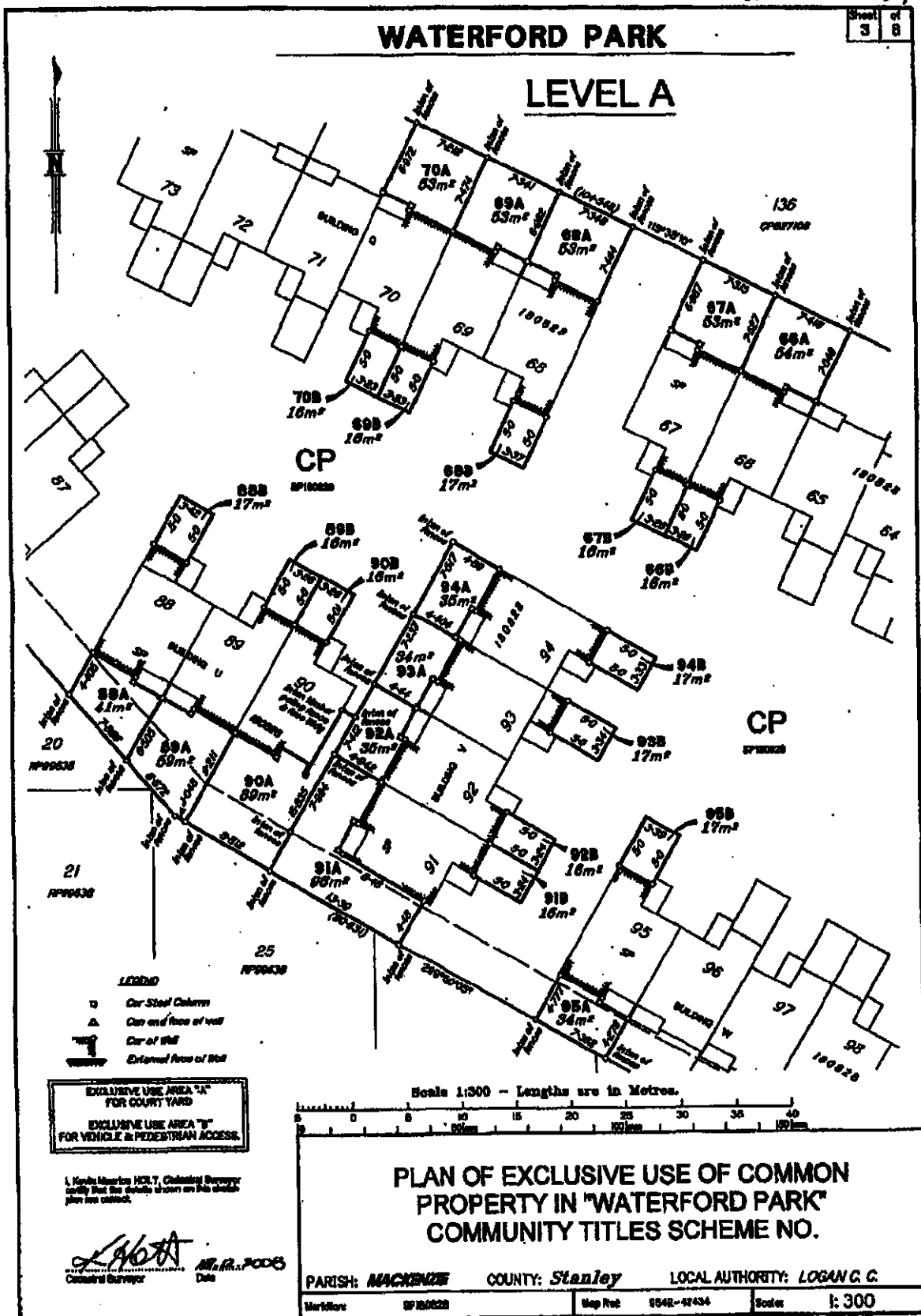


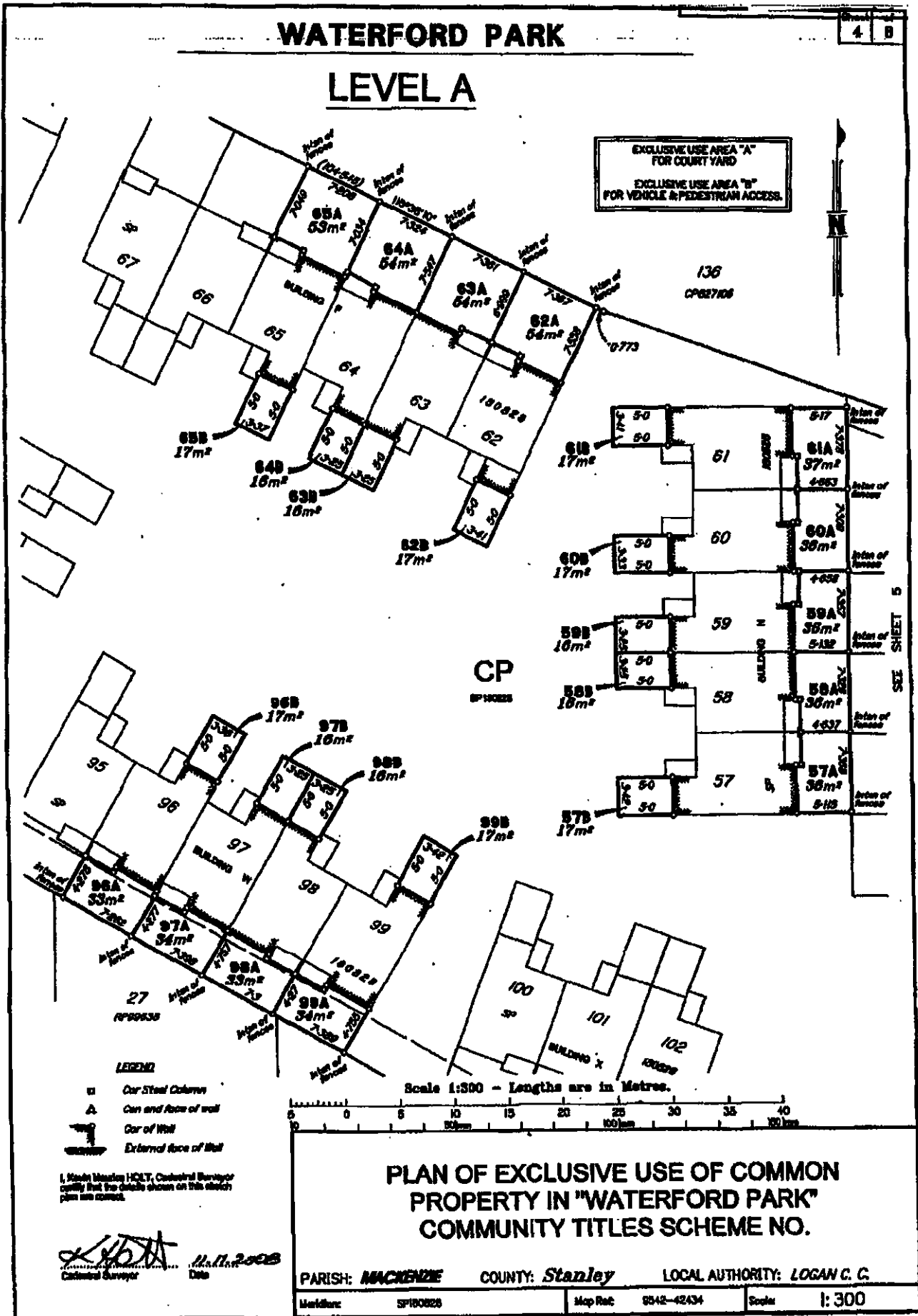








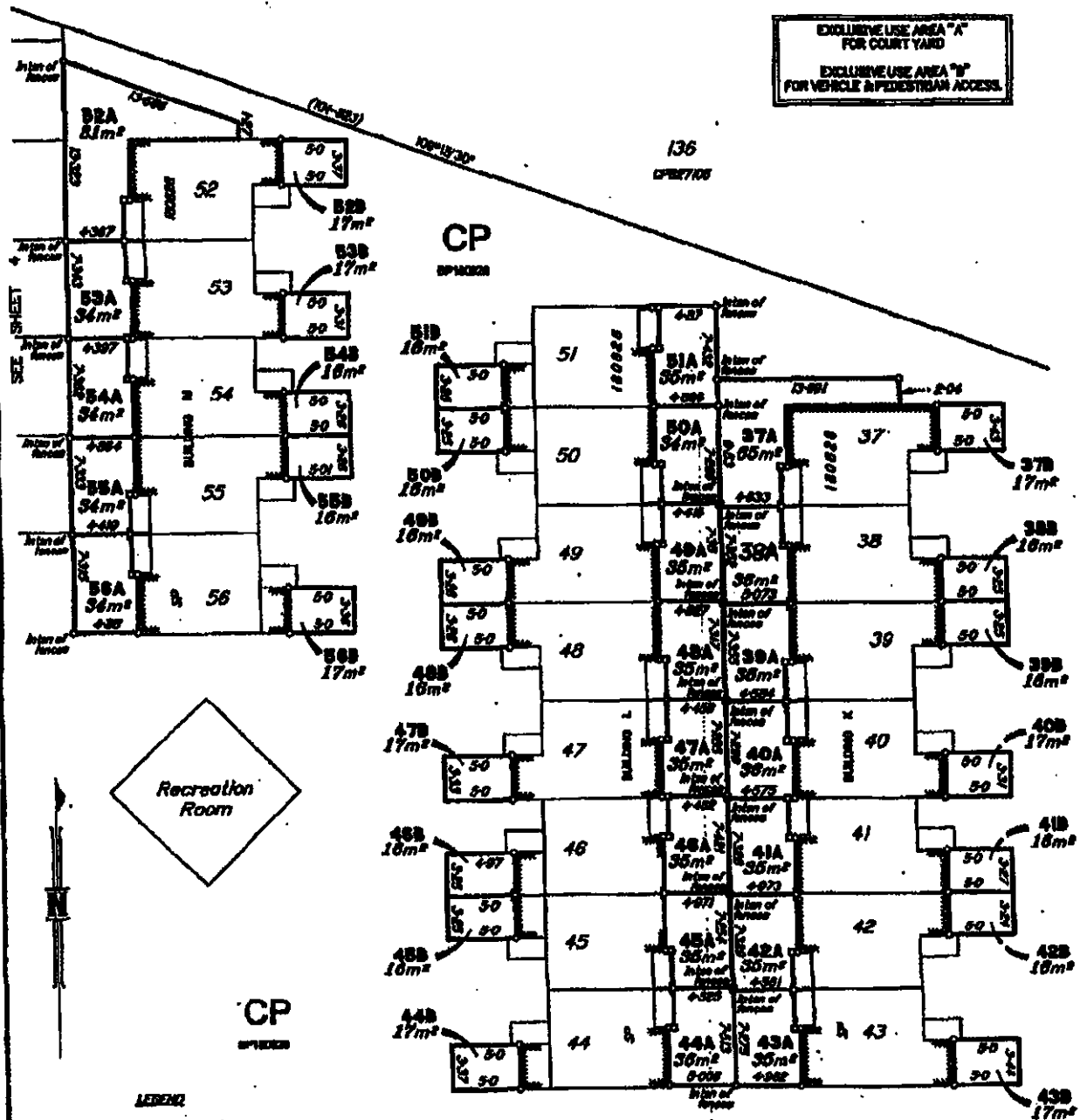




WATERFORD PARK**LEVEL A**Sheet of
5 8

EXCLUSIVE USE AREA "A"
FOR COURT YARD

EXCLUSIVE USE AREA "B"
FOR VEHICLE & PEDESTRIAN ACCESS

**LEGEND**

- Car Stair Column
- △ Can and face of wall
- Car of Wall
- External face of Wall

I, Kyla Marlene HOLT, Cited Surveyor
certify that the details shown on this plan
plan are correct.

Kyla Marlene HOLT
Cited Surveyor

11.11.2008
Date

**PLAN OF EXCLUSIVE USE OF COMMON
PROPERTY IN "WATERFORD PARK"
COMMUNITY TITLES SCHEME NO.**

PARISH: **MACKENZIE**

COUNTY: **Stanley**

LOCAL AUTHORITY: **LOGAN G. C.**

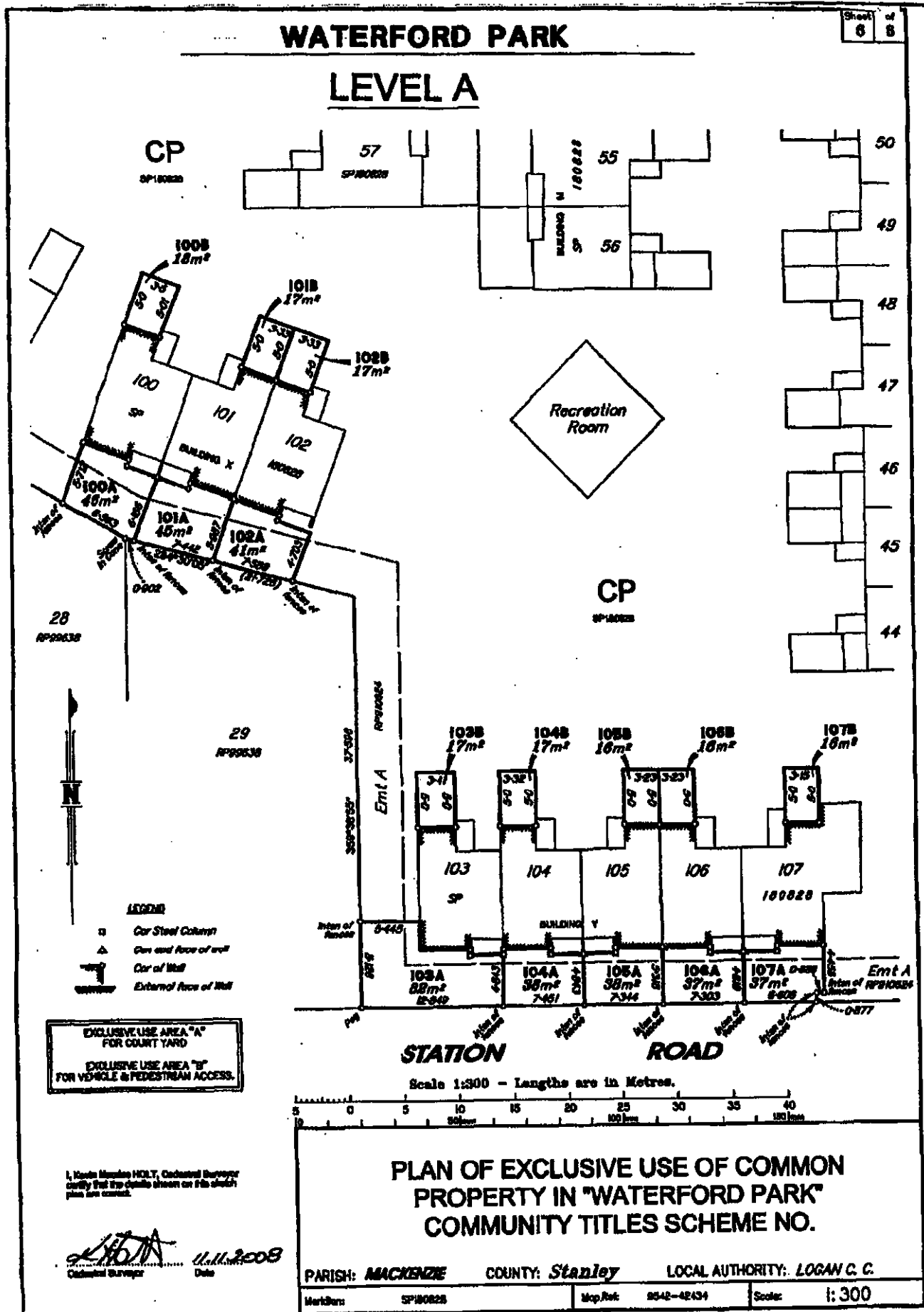
Lot/Block: **SP180028**

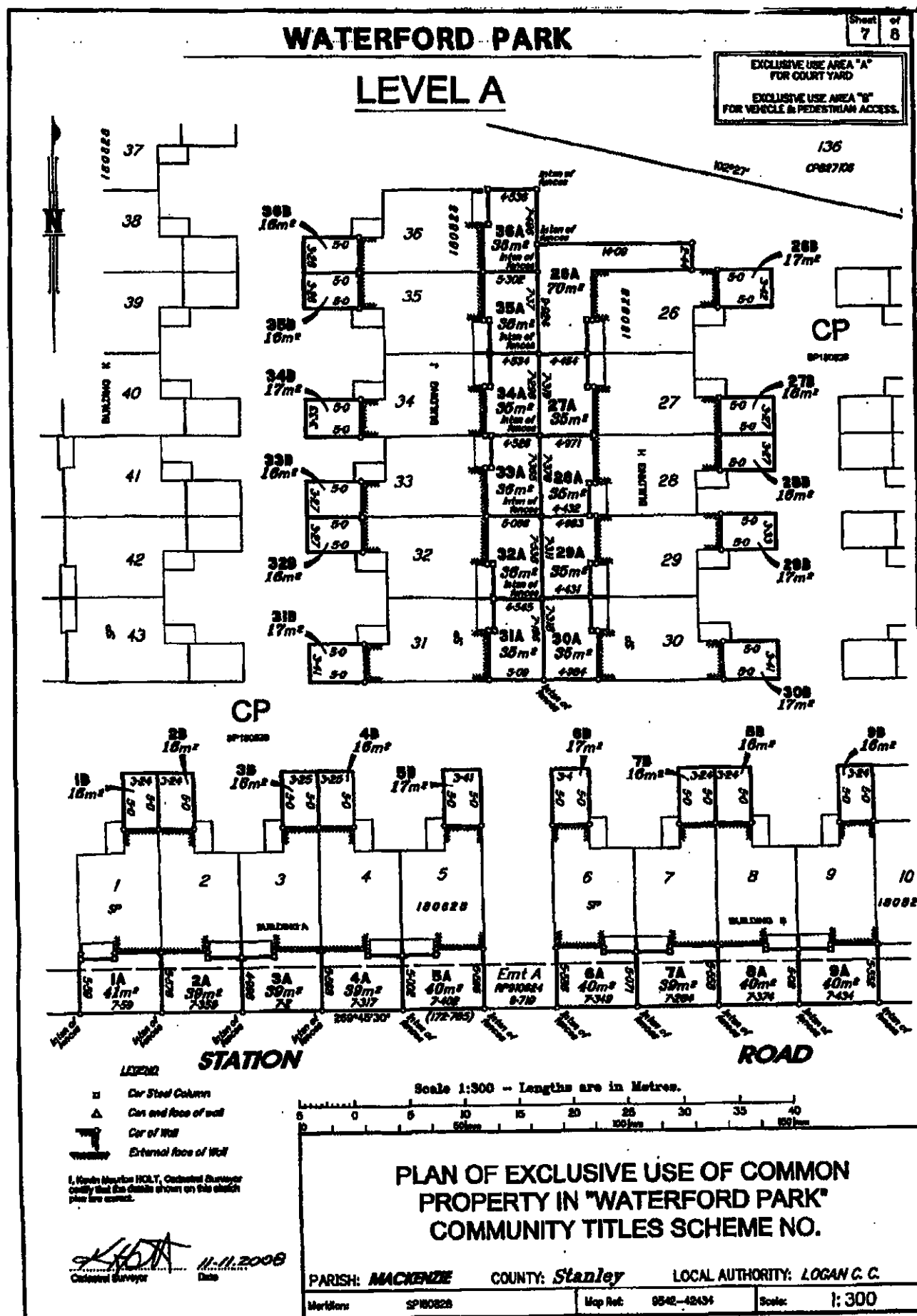
Map Ref:

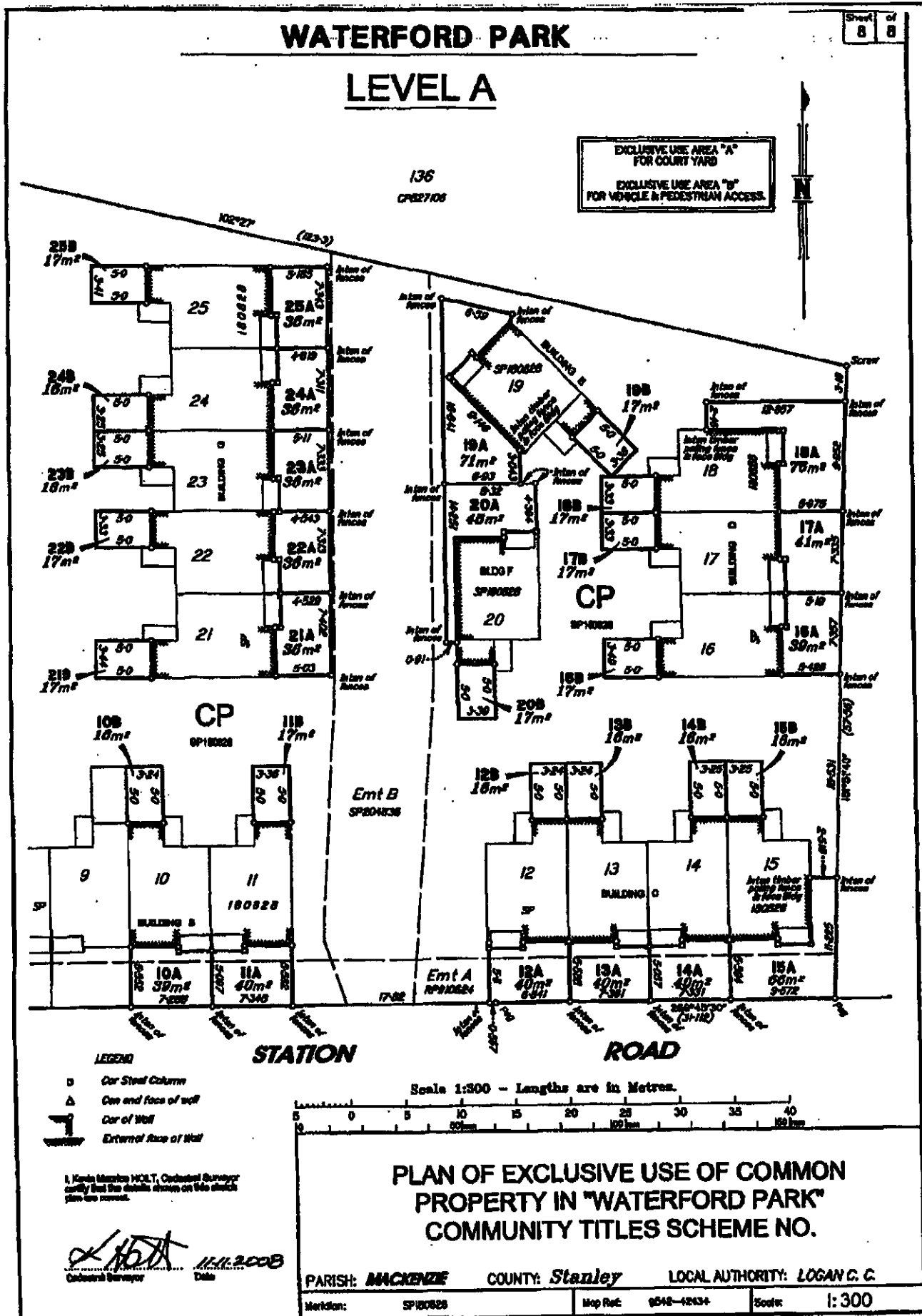
9542-42434

Scale:

1: 300









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

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

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

Transaction ID: 51033660 EMR Site Id: 06 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 47 Plan: SP180828
47/116 STATION RD
LOGANLEA

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



FORM 23 POOL SAFETY CERTIFICATE

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 certificate number

Identification number: PSC0259457

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

116 STATION RD

LOGANLEA QLD

Postcode

Lot and plan details:

9999/SP/180828

Local government area:

LOGAN CITY

3. Exemptions or alternative 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 certificate validity

Effective date:

1 7 / 0 7 / 2 0 2 5

Expiry date:

1 7 / 0 7 / 2 0 2 6

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Jinglong Mao

Pool safety inspector
licence number:

PS15391199

Signature:

Other important information 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.qbcc.qld.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.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

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