

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: _____
Simon Kembo

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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: 4114

PHONE: 07 3462 2870 MOBILE: _____ EMAIL: logan@ngurealestate.com.au

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____
By The Rules

REF: _____ CONTACT: _____
Marina Nikolic

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: 0410 144 464 MOBILE: _____ EMAIL: marina.nikolic@bytherules.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)

000040540594

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: 31/21-29 Second Avenue

SUBURB: Marsden STATE: QLD POSTCODE: 4132

DESCRIPTION: LOT: 31 PLAN: SP241865 AREA: 141 sqm ← more or less

TITLE REFERENCE: 50877482

SOLD AS: ☒ Freehold ☐ Leasehold

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

☒ Built On ☐ Vacant

Present Use: RESIDENTIAL

Local Government: LOGAN CITY

■ attach annexure for additional space

Excluded Fixtures:

■ attach annexure for additional space

Included Chattels:

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

Unconditional Date

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

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

Bank: Commonwealth Bank

BSB: 064-194

Account No: 1071 8819

DEFAULT INTEREST RATE: _____ %

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

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

000040540594

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)

000040540594

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

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

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

TREE ORDERS AND APPLICATIONS:

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

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

- ☒ No
☐ Yes

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

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

POOL SAFETY

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

- ☐ No
☒ Yes

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

- ☐ No
☒ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

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

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

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

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

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

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

000040540594

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)

000040540594

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)

000040540594

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.

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller Simon Kembo

Property address

(referred to as the
"property" in this
statement)

31/21-29 Second Avenue, Marsden, QLD, 4132

Lot on plan description

Lot 31 on Survey Plan 241865

Community titles scheme
or BUGTA scheme:

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

☒ Yes

☐ No

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

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ Yes

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

☒ Yes

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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 checked="" type="checkbox"/> Yes <input 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; padding: 10px; min-height: 80px;"> Provider: Asset and Location [Logan Council, Easement - Sewerage Pipeline: NBN, Direct Cables] </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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; 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; width: fit-content;">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:

\$605.97

Date Range:

01 July 2025 - 30 September 2025

OR

The property is currently a rates exempt lot.**

☐

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

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

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

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount:

\$396.30

Date Range

01 July 2025 - 30 September 2025

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

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

Signatures – SELLER



Signature of seller

Simon Kembo

Name of seller

09/10/2025

Date

Signature of seller

Name of seller

Date

Signatures – BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53269792
Search Date: 08/09/2025 09:49

Title Reference: 50877482
Date Created: 18/04/2012

Previous Title: 50877288

REGISTERED OWNER

Dealing No: 722872660 10/11/2023

SIMON KEMBO

ESTATE AND LAND

Estate in Fee Simple

LOT 31 SURVEY PLAN 241865
Local Government: LOGAN
COMMUNITY MANAGEMENT STATEMENT 43520

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10632038 (POR 257)
2. MORTGAGE No 722872661 10/11/2023 at 14:08
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

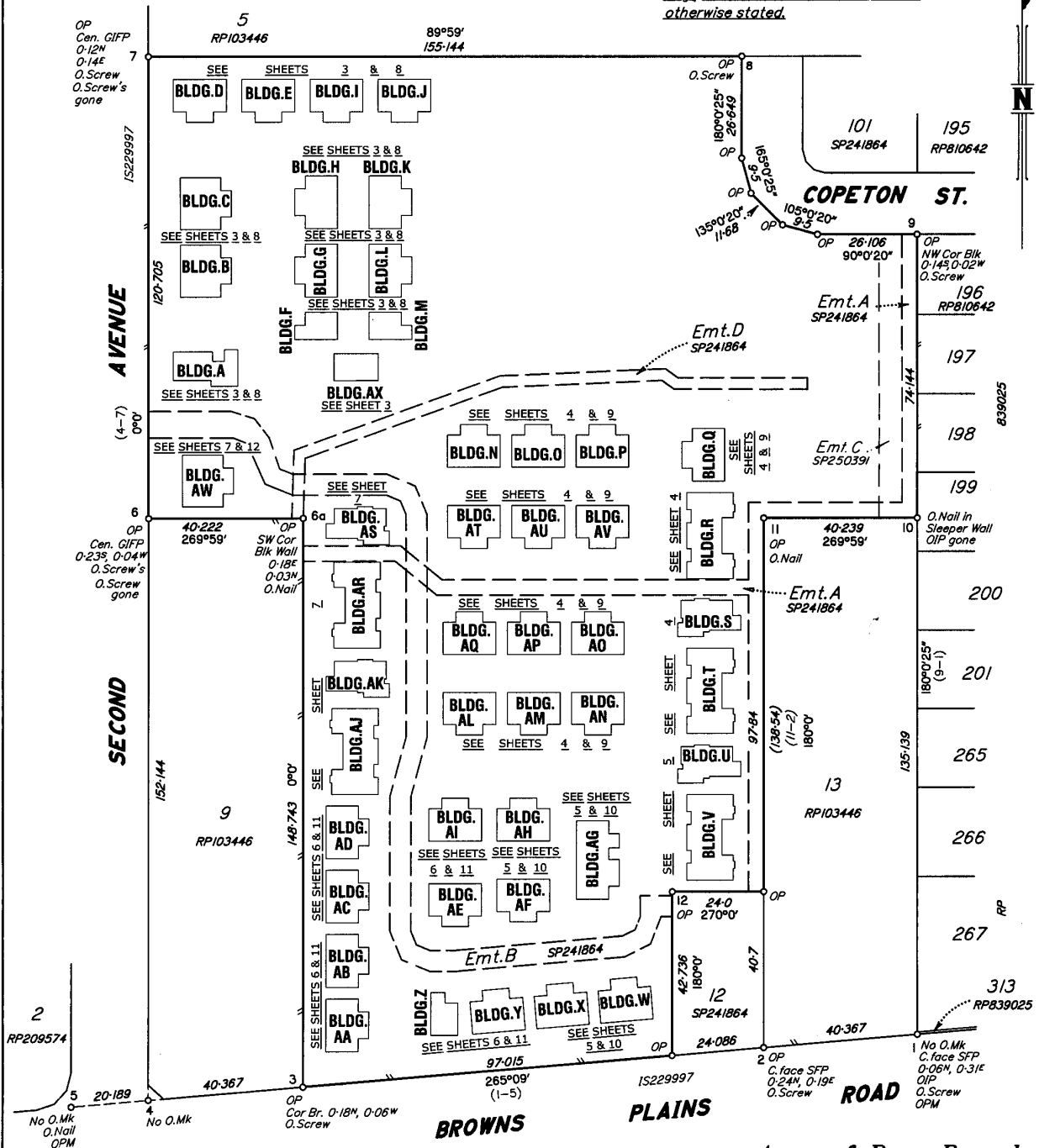
Land Title Act 1994; Land Act 1994
Form 21 Version 2

SURVEY PLAN

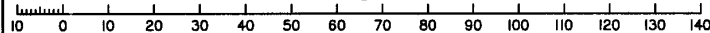
Sheet
1 of 12

BUILDINGS R-V, A, J, A, K, A, R, A, S & A, X ARE SINGLE STOREY RENDERED BRICK.
BUILDINGS A-Q, W-A, L, A, L-A, Q & A, T-A, W ARE TWO STOREY RENDERED BRICK.

SEE SHEET 2 FOR BUILDING CONNECTIONS.
SEE SHEET 12 FOR REFERENCE MARKS.
Peg placed at all new corners, unless otherwise stated.



Scale 1:1000 - Lengths are in Metres.



Walter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that the land comprised in this plan was surveyed by the corporation, by James William BRAGA, Surveying Associate for whose work the corporation accepts responsibility, under the supervision of Anthony William GERAGHTY, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 07-10-2011.

Director

Date 17-11-2011

Plan of Lots 1 - 91 & Common Property

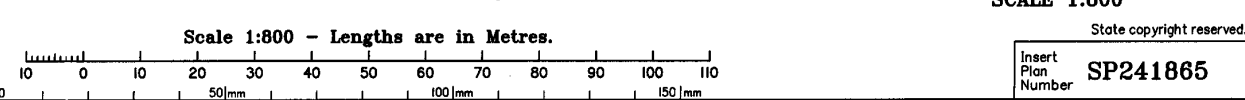
Cancelling Lot 100 on SP241864

PARISH: **MACKENZIE**COUNTY: **Stanley**Meridian: **SP241864**F/N's: **No**Scale: **1:1000**Format: **BUILDING****SP241865**

Plan Status:

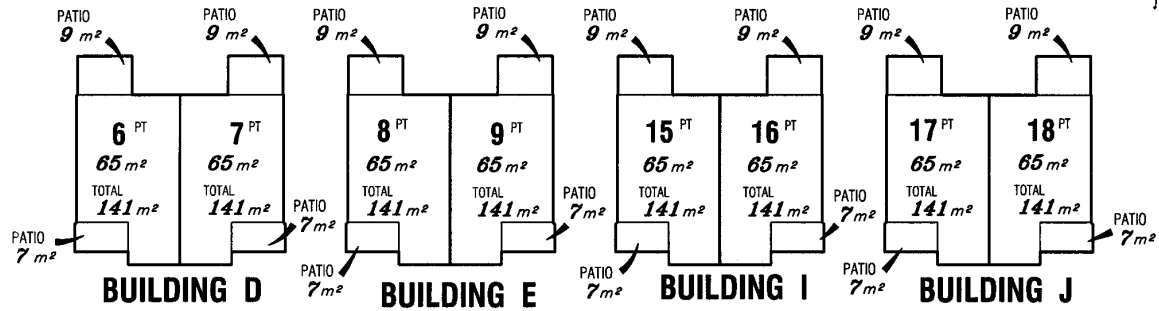
State copyright reserved.

<p style="font-size: 1.2em; margin: 0;">WD & R/E 16.4.12 714390193</p> <p style="margin: 0;">714412804</p> <p style="margin: 0; text-align: right;">\$7387.15</p> <p style="margin: 0; text-align: right;">\$7387.15</p> <p style="margin: 0; text-align: right; font-size: 0.8em;">16/04/2012 09:02</p> <p style="margin: 10px 0 0 0;">BE 400 NT</p>		<p style="text-align: center; font-weight: bold; font-size: 0.9em;">WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</p>																																						
<p>1. Certificate of Registered Owners or Lessees.</p> <p>1/We PHILIP USHER CONSTRUCTIONS PTY LTD</p> <p style="margin-left: 20px;">A.C.N. 011 008 101</p> <p>(Names in full)</p> <p>* 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.</p> <p>* as Lessees of this land agree to this plan.</p> <p>Signature of *Registered Owners *Lessees</p> <div style="text-align: center; margin-top: 20px;"> <p style="margin: 0; font-weight: bold; font-size: 0.8em;">PHILIP USHER CONSTRUCTIONS PTY LTD ACN 011 008 101 BY ITS DULY CONSTITUTED ATTORNEY VANESSA THOMPSON UNDER POWER OF ATTORNEY No 701397097</p> </div>		<p>5. Lodged by</p> <p style="font-size: 0.8em;">PHILIP USHER CONSTRUCTIONS PTY LTD P.O. BOX 1536 BROWNS PLAINS Q. 4118 PHONE 38001666 CODE 060A <small>(Include address, phone number, reference, and Lodger Code)</small></p>																																						
<p>2. Local Government Approval. COUNCIL OF THE CITY OF LOGAN</p> <p>* hereby approves this plan in accordance with the:</p> <p style="text-align: center; font-weight: bold;">Sustainable Planning Act 2009</p> <p>Dated this <u>Twenty Third</u> day of <u>February</u> 2012.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;"> <p style="margin: 0; font-weight: bold; font-size: 0.8em;">Graham Prenger</p> </div> <div style="width: 35%; text-align: center;"> <p style="margin: 0; font-weight: bold; font-size: 0.8em;">Manager Development Assessment under Delegated Authority</p> <p style="margin: 0; font-weight: bold; font-size: 0.8em;">Minute No: <u>300/2010</u></p> </div> </div> <p style="font-size: 0.7em; margin-top: 10px;">* 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</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; font-size: 0.8em;">6. Existing</th> <th colspan="5" style="text-align: left; font-size: 0.8em;">Created</th> </tr> <tr> <th style="font-size: 0.7em;">Title Reference</th> <th style="font-size: 0.7em;">Description</th> <th style="font-size: 0.7em;">New Lots</th> <th style="font-size: 0.7em;">Road</th> <th style="font-size: 0.7em;">Emts</th> <th style="font-size: 0.7em;">Cov.</th> <th style="font-size: 0.7em;">Profit or Prejudice</th> </tr> <tr> <td style="font-size: 0.8em;">To Issue 1558038 15550197 15157618 15902093 15806239 15362200</td> <td style="font-size: 0.8em;">Lot 100 on SP241864</td> <td style="font-size: 0.8em;">1-91, CP</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p style="text-align: center; font-weight: bold; font-size: 0.9em;">MORTGAGE ALLOCATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: 0.7em;">Mortgage</th> <th style="font-size: 0.7em;">Lots Fully Encumbered</th> <th style="font-size: 0.7em;">Lots Partially Encumbered</th> </tr> <tr> <td style="font-size: 0.8em;">713427095</td> <td style="font-size: 0.8em;">1-91</td> <td></td> </tr> </table> <p style="text-align: center; font-weight: bold; font-size: 0.9em;">ENCUMBRANCE EASEMENT ALLOCATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: 0.7em;">Easement</th> <th style="font-size: 0.7em;">Lots to be Encumbered</th> </tr> <tr> <td style="font-size: 0.8em;">To Issue (Emt. A on SP241864)</td> <td style="font-size: 0.8em;">CP</td> </tr> <tr> <td style="font-size: 0.8em;">To Issue (Emt. B on SP241864)</td> <td style="font-size: 0.8em;">CP</td> </tr> <tr> <td style="font-size: 0.8em;">To Issue (Emt. D on SP241864)</td> <td style="font-size: 0.8em;">CP</td> </tr> <tr> <td style="font-size: 0.8em;">To Issue (Emt. C on SP250391)</td> <td style="font-size: 0.8em;">CP</td> </tr> </table>		6. Existing		Created					Title Reference	Description	New Lots	Road	Emts	Cov.	Profit or Prejudice	To Issue 1558038 15550197 15157618 15902093 15806239 15362200	Lot 100 on SP241864	1-91, CP					Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	713427095	1-91		Easement	Lots to be Encumbered	To Issue (Emt. A on SP241864)	CP	To Issue (Emt. B on SP241864)	CP	To Issue (Emt. D on SP241864)	CP	To Issue (Emt. C on SP250391)	CP
6. Existing		Created																																						
Title Reference	Description	New Lots	Road	Emts	Cov.	Profit or Prejudice																																		
To Issue 1558038 15550197 15157618 15902093 15806239 15362200	Lot 100 on SP241864	1-91, CP																																						
Mortgage	Lots Fully Encumbered	Lots Partially Encumbered																																						
713427095	1-91																																							
Easement	Lots to be Encumbered																																							
To Issue (Emt. A on SP241864)	CP																																							
To Issue (Emt. B on SP241864)	CP																																							
To Issue (Emt. D on SP241864)	CP																																							
To Issue (Emt. C on SP250391)	CP																																							
<p>3. Plans with Community Management Statement:</p> <p>CMS Number: <u>43520</u></p> <p>Name: <u>THE APPROACH</u></p>		<p>4. References:</p> <p>Dept File:</p> <p>Local Govt:</p> <p>Surveyor: <u>SB2181</u></p>																																						
<p>11. Passed & Endorsed:</p> <p>By: <u>Walter Consulting Group Pty Ltd</u></p> <p>Date: <u>17-11-2011</u></p> <p>Signed: </p> <p>Designation: <u>Liaison Officer</u></p>		<p>12. Building Format Plans only.</p> <p>I certify that:</p> <p>* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;</p> <p>* Part of the building shown on this plan encroaches onto adjoining lots and road</p> <p style="text-align: right; margin-right: 20px;"> Cadastral Surveyor/Director Date <u>17-11-2011</u> <small>* delete words not required</small> </p>																																						
<p>13. Lodgement Fees:</p> <p>Survey Deposit \$</p> <p>Lodgement \$</p> <p>..... New Titles \$</p> <p>Photocopy \$</p> <p>Postage \$</p> <p>TOTAL \$</p>		<p>14. Insert Plan Number</p> <p style="font-size: 1.2em; font-weight: bold; text-align: center;">SP241865</p>																																						

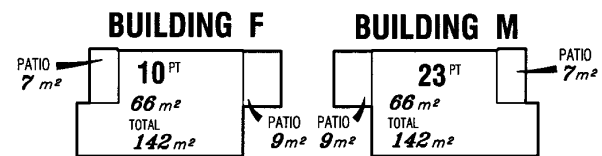
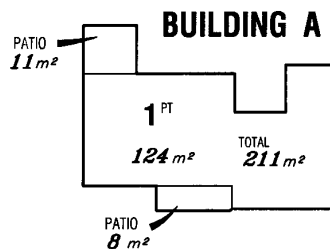
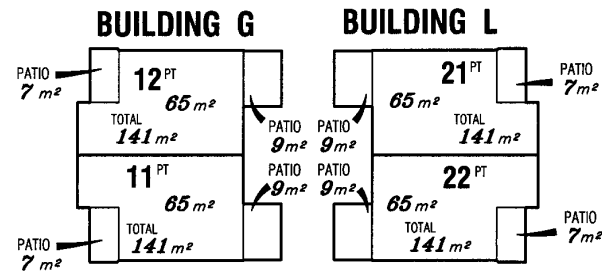
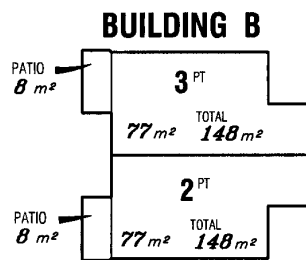
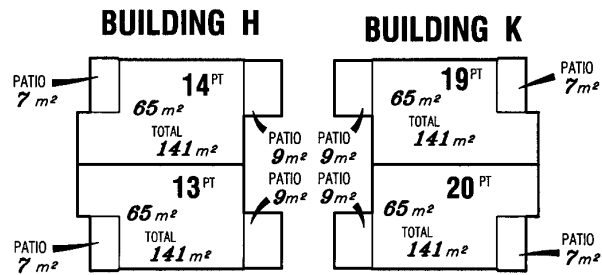
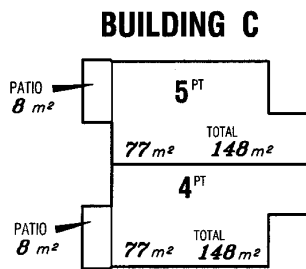


LEVEL A

SCALE 1:300



COMMON
PROPERTY

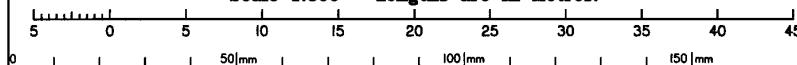


COMMON
PROPERTY

BUILDING AX

COMMON
PROPERTY

Scale 1:300 - Lengths are in Metres.



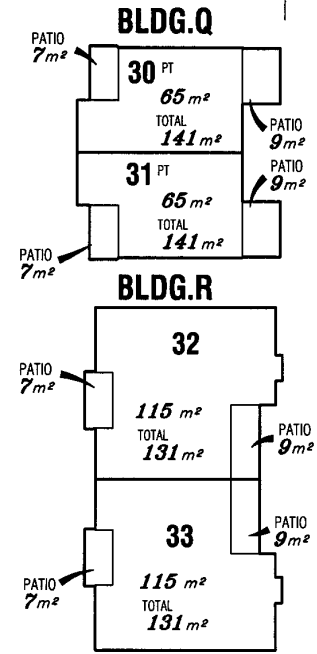
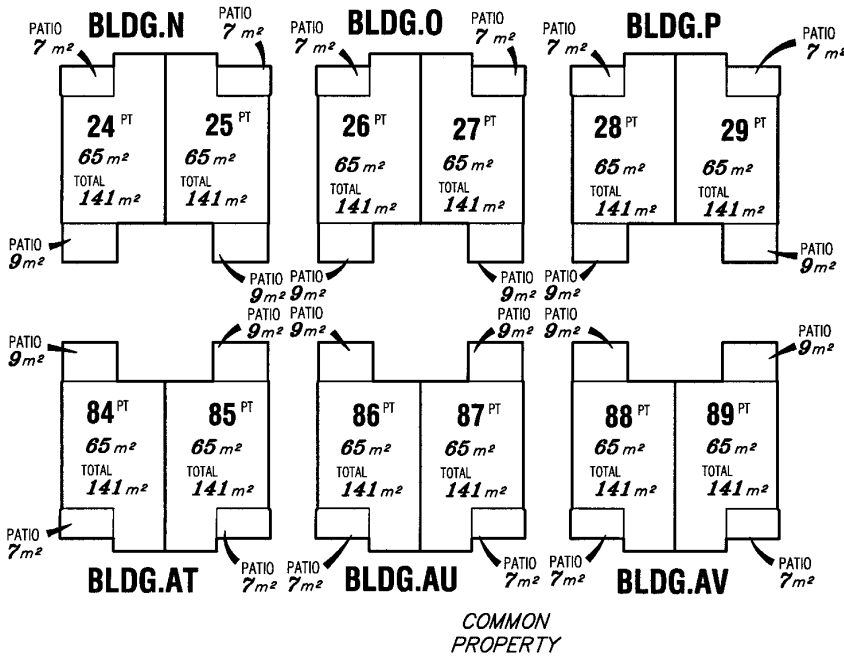
State copyright reserved.

Insert Plan Number **SP241865**

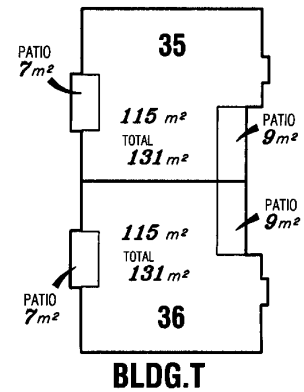
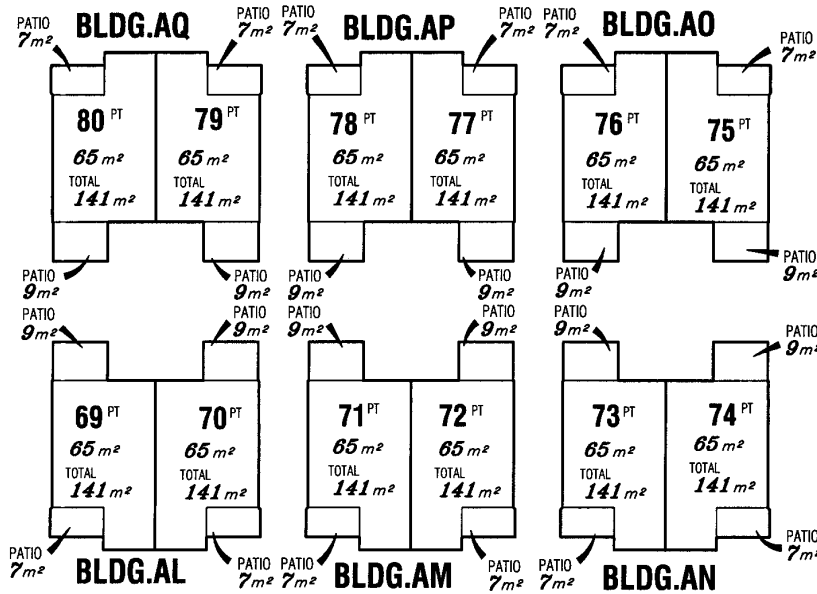
LEVEL A
SCALE 1:300



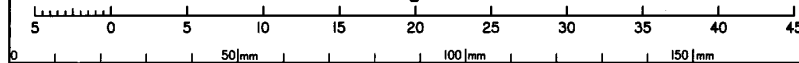
COMMON
PROPERTY



Emt.A
SP241864



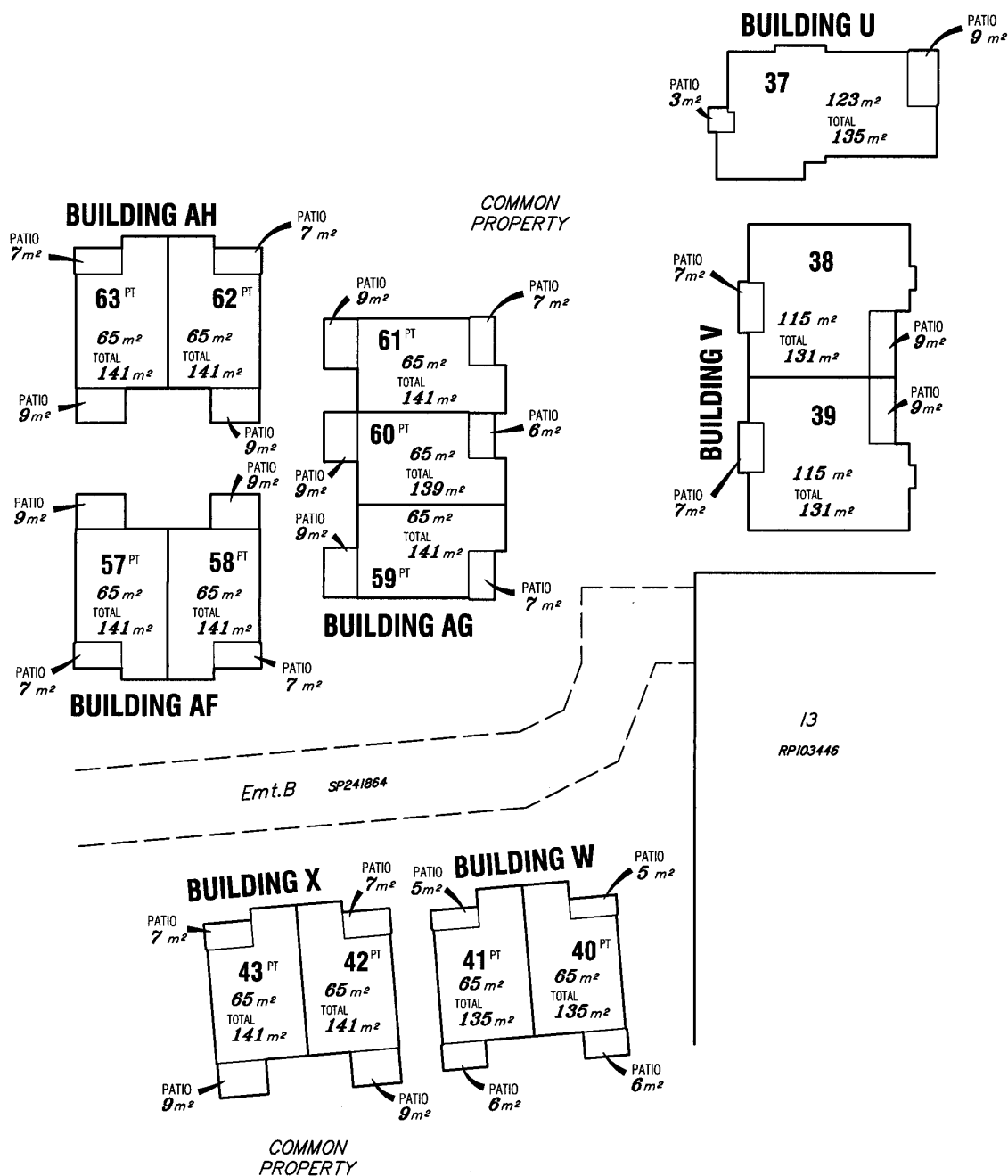
Scale 1:300 - Lengths are in Metres.



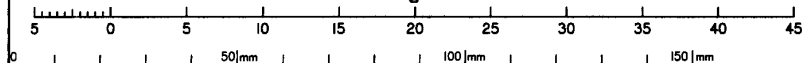
State copyright reserved.

Insert
Plan
Number **SP241865**

LEVEL A
SCALE 1:300



Scale 1:300 - Lengths are in Metres.



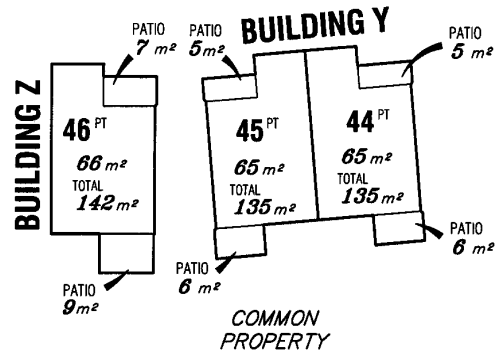
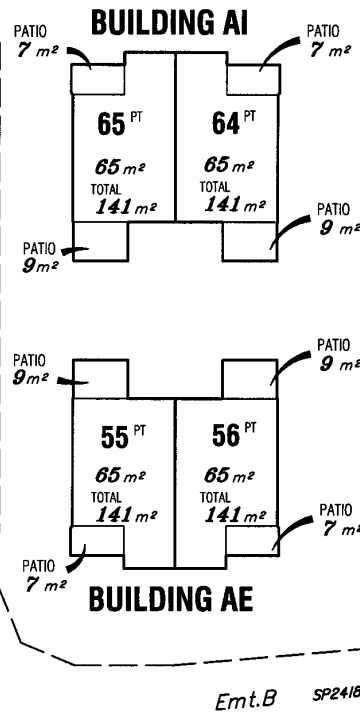
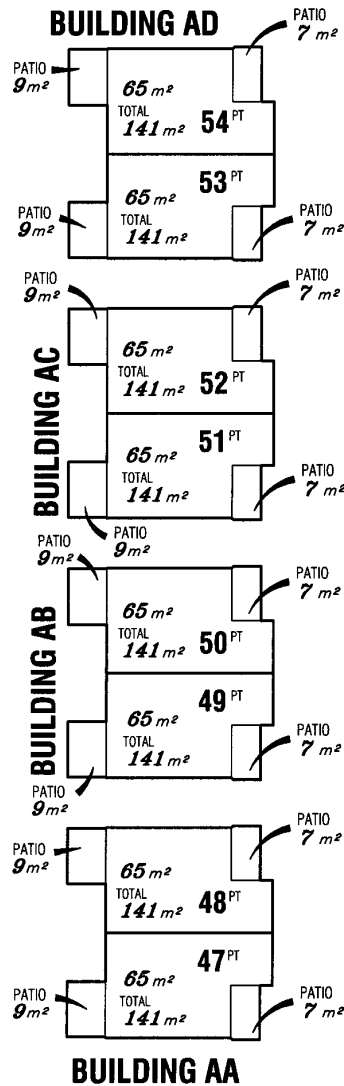
State copyright reserved.

Insert
Plan
Number **SP241865**

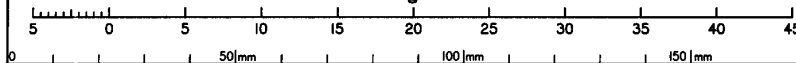
LEVEL A
SCALE 1:300



COMMON
PROPERTY



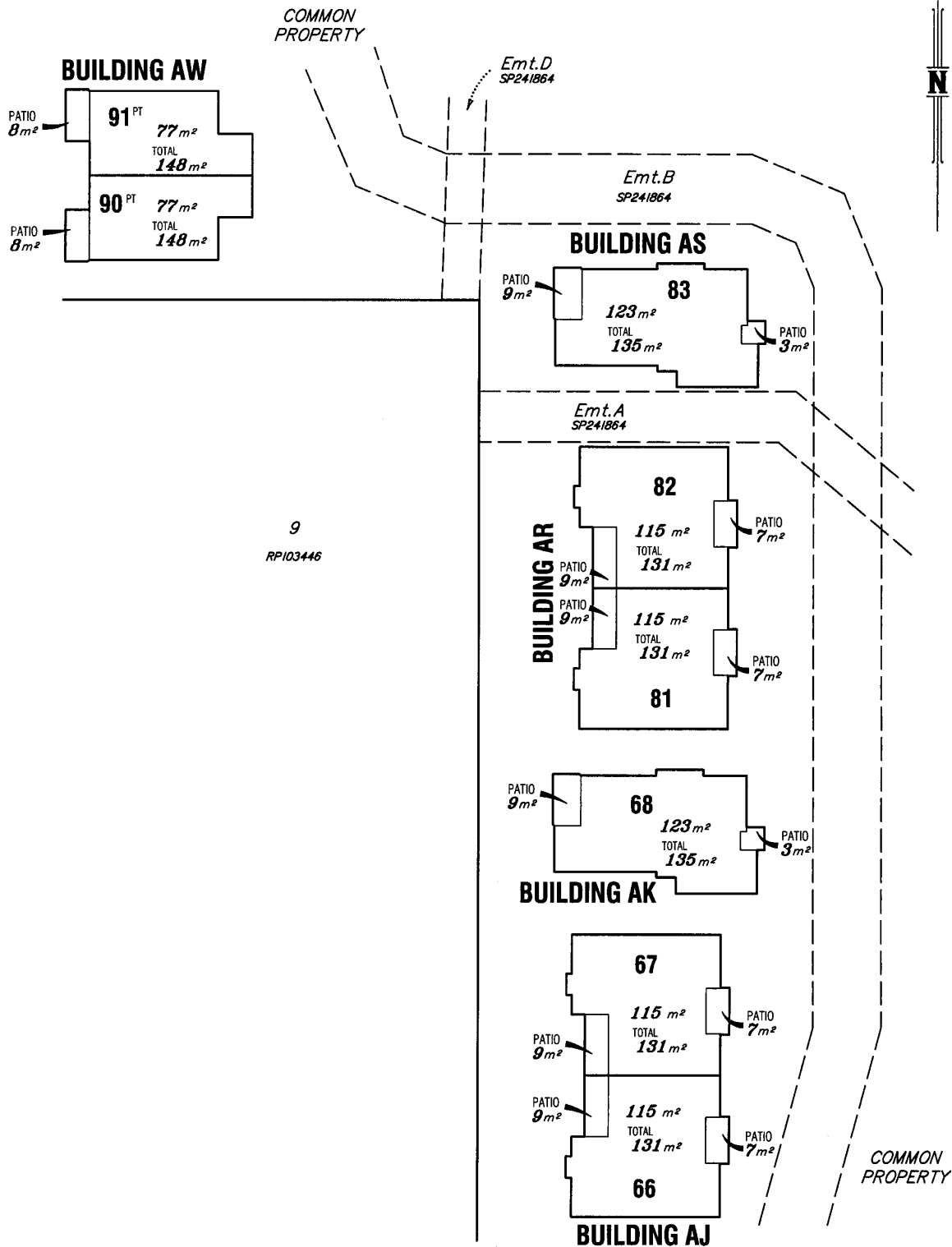
Scale 1:300 - Lengths are in Metres.



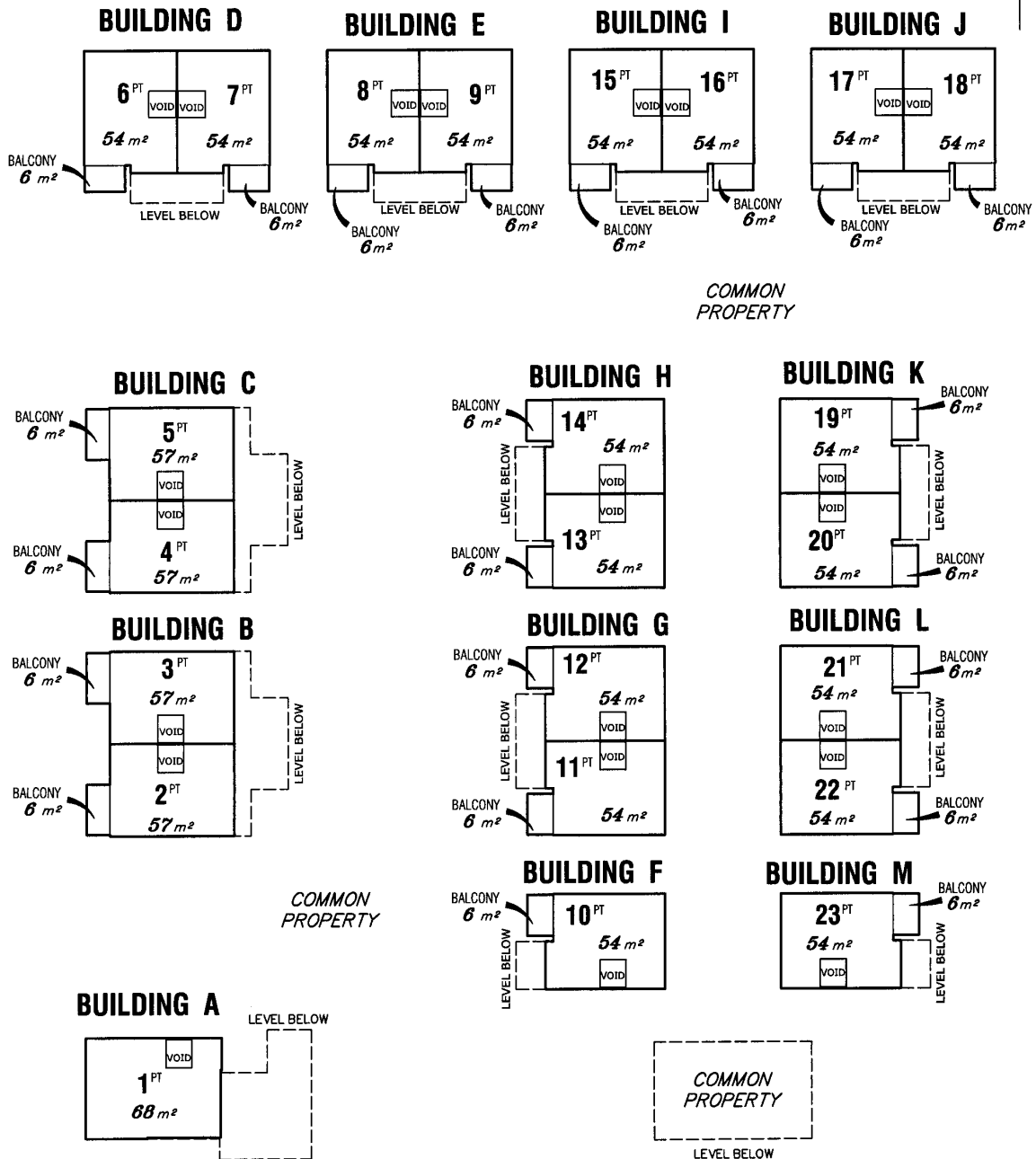
State copyright reserved.

Insert
Plan
Number **SP241865**

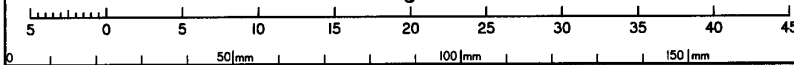
LEVEL A
SCALE 1:300



LEVEL B
SCALE 1:300



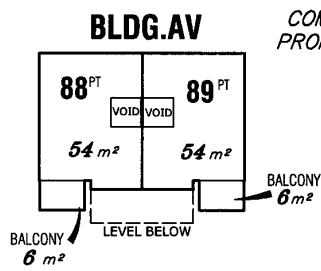
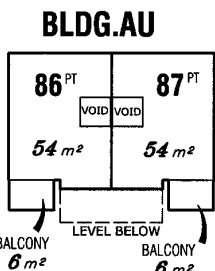
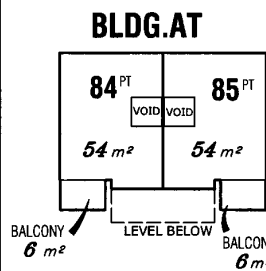
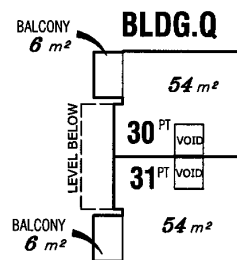
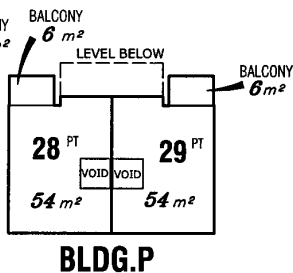
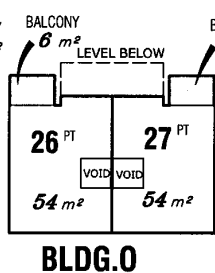
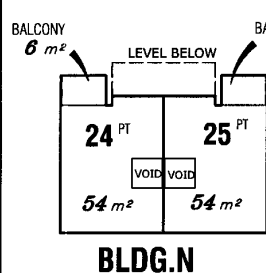
Scale 1:300 - Lengths are in Metres.



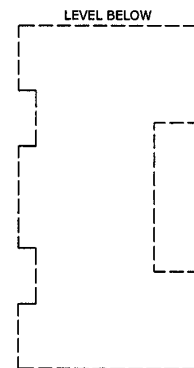
State copyright reserved.

Insert Plan Number **SP241865**

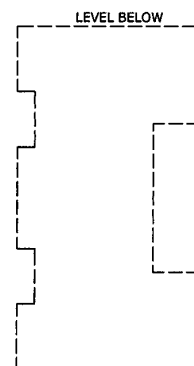
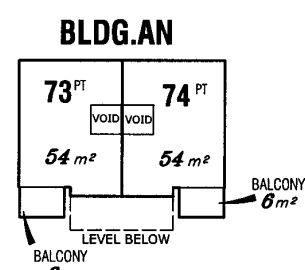
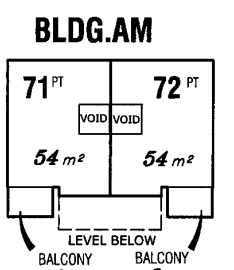
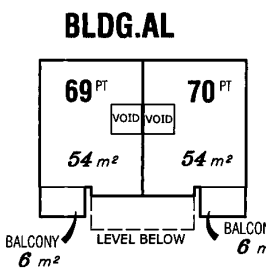
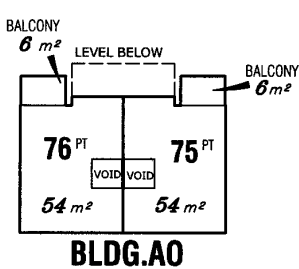
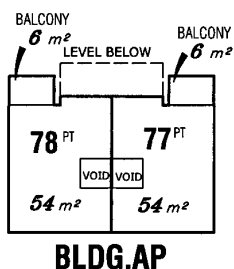
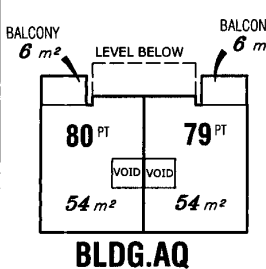
LEVEL B
SCALE 1:300



COMMON
PROPERTY

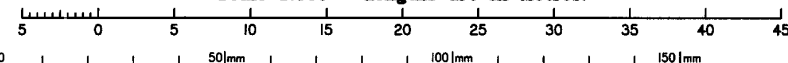


Emt.A
SP241864



COMMON
PROPERTY

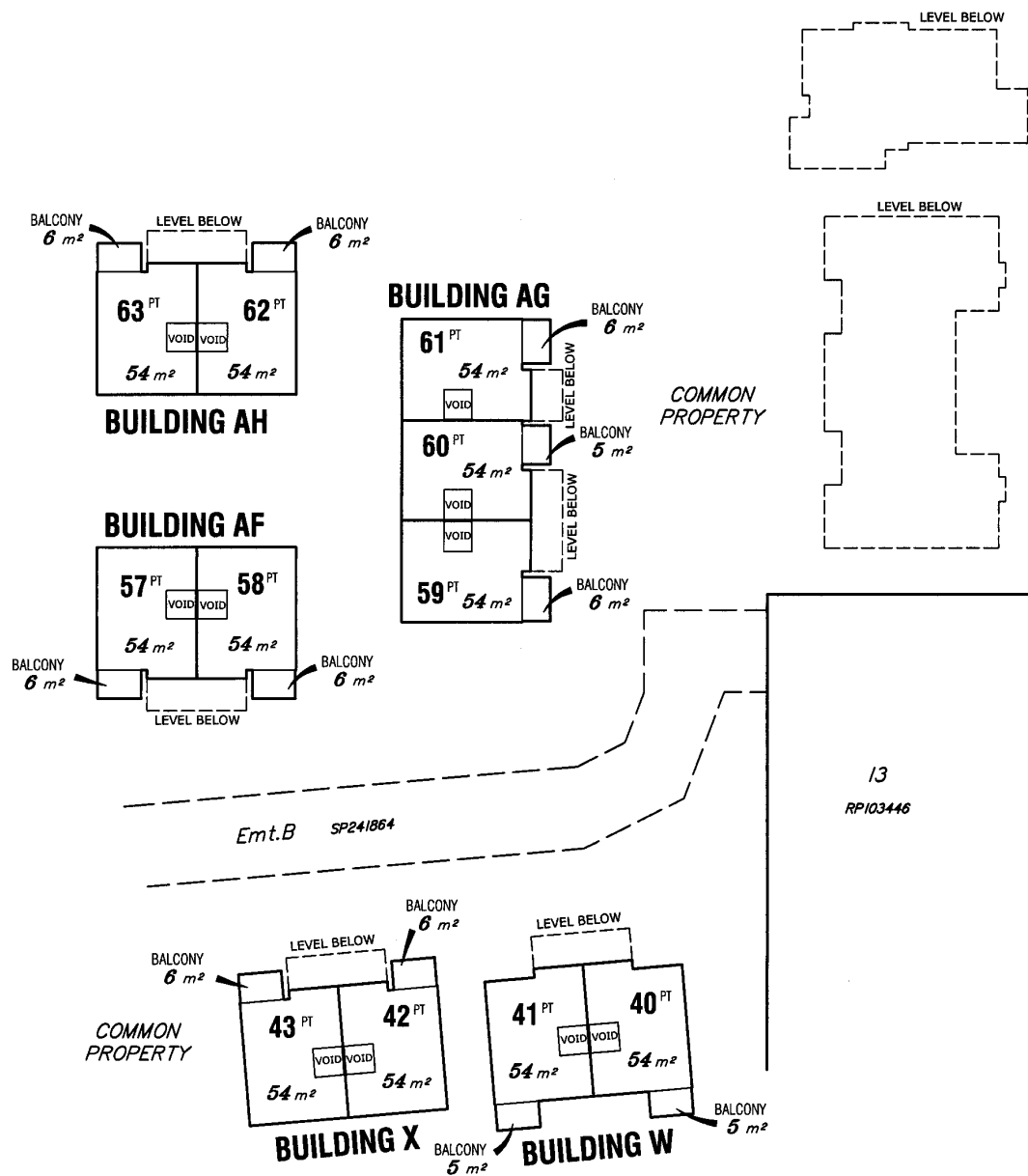
Scale 1:300 - Lengths are in Metres.



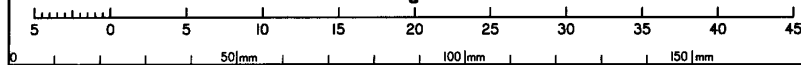
State copyright reserved.

Insert
Plan
Number **SP241865**

LEVEL B
SCALE 1:300



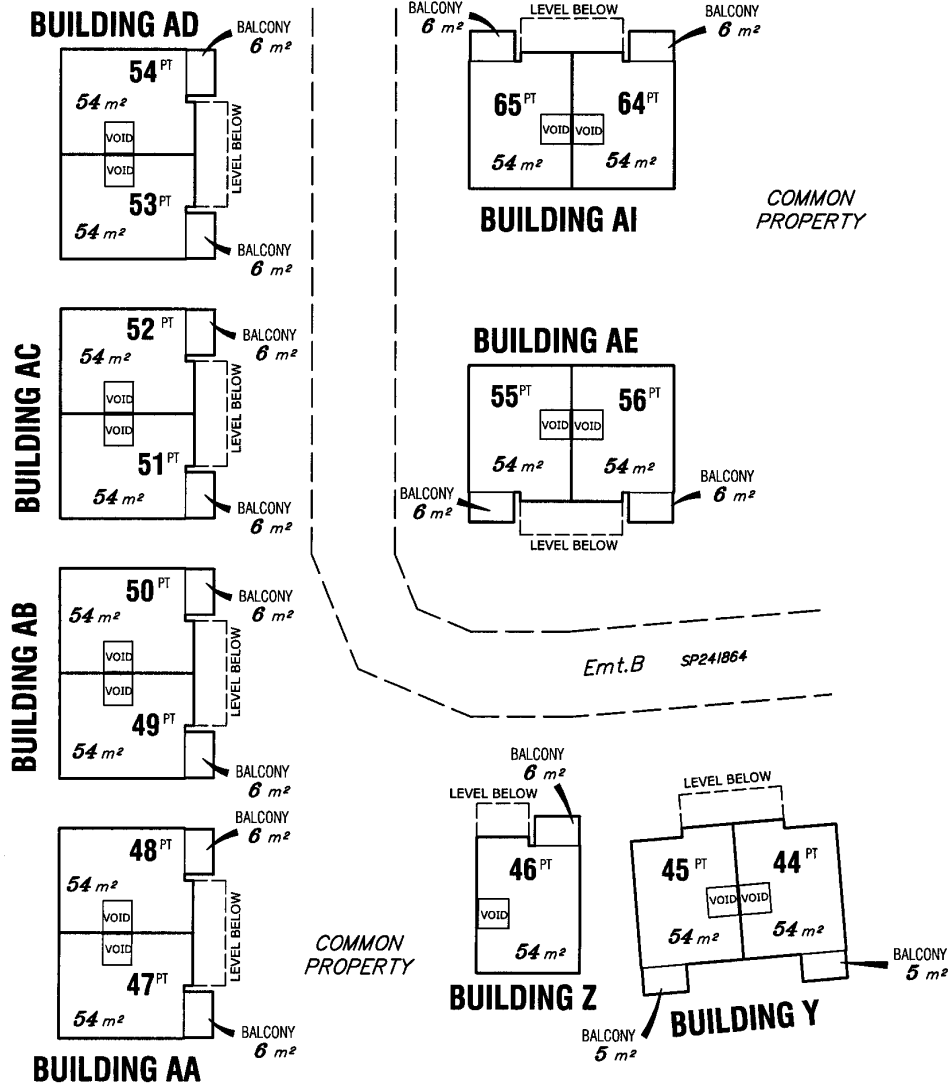
Scale 1:300 - Lengths are in Metres.



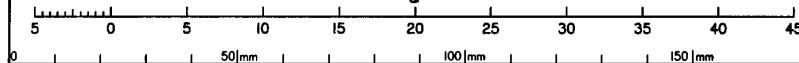
State copyright reserved.

Insert Plan Number **SP241865**

LEVEL B
SCALE 1:300

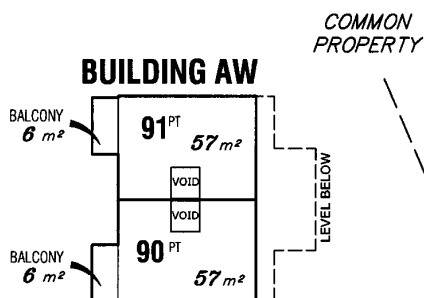


Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP241865**



Emt.D
SP241864

Emt.B
SP241864

LEVEL BELOW

Emt.A
SP241864

LEVEL BELOW

LEVEL BELOW

LEVEL BELOW

COMMON
PROPERTY

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP	RP810642	182°27'	0.608
1	O.Screw in Conc	IS232051	210°33'30"	3.337
2	O.Screw in Conc	IS229997	232°44'	5.0
3	O.Screw in Conc	IS229997	144°35'	2.995
5	O.Nail in Conc	SP181144	24°55'55"	0.78
6	O.Screw in Conc gone	IS229997	350°22'30"	14.96
6	O.Screw in Conc	SP241864	189°24'	17.656
6	Screw in Conc		321°00'30"	29.635
6	O.Screw in Conc	SP241864	208°06'	37.554
6a	O.Nail in Conc	SP241864	258°55'	8.49
7	O.Screw in Conc	IS229997	261°35'	1.87
7	O.Screw in Conc gone	SP241864	183°33'	29.051
7	O.Screw in Conc gone	SP241864	181°41'	65.012
8	O.Screw in Kerb	SP241864	130°25'	4.94
9	O.Screw in Kerb	SP241864	348°39'	4.01
10	OIP gone	SP241864	264°37'	22.453
11	O.Nail in ConcTank	SP241864	325°21'	34.774
12	Screw in Kerb		204°51'	12.105
21	Screw in Kerb		235°43'30"	8.223
33	Screw in Kerb		74°33'30"	10.655
44	Screw in Kerb		141°35'	5.727
52	Screw in Kerb		206°50'30"	6.365
57	Screw in Kerb		147°39'	7.26
72	Screw in Kerb		309°39'30"	11.882
77	Screw in Kerb		41°14'	6.692
81	Screw in Kerb		259°48'	6.605
85	Screw in Kerb		312°50'	5.438
107	Screw in Kerb		302°22'30"	8.1

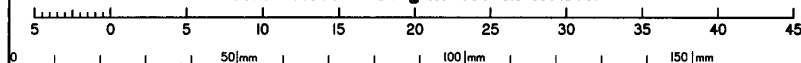
New Ref
New Ref

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
1-OPM	IS229997	116°19'	52.36	97447	Brass Plaque
5-OPM	RP209574	69°46'20"	21.175	74034	Brass Plaque

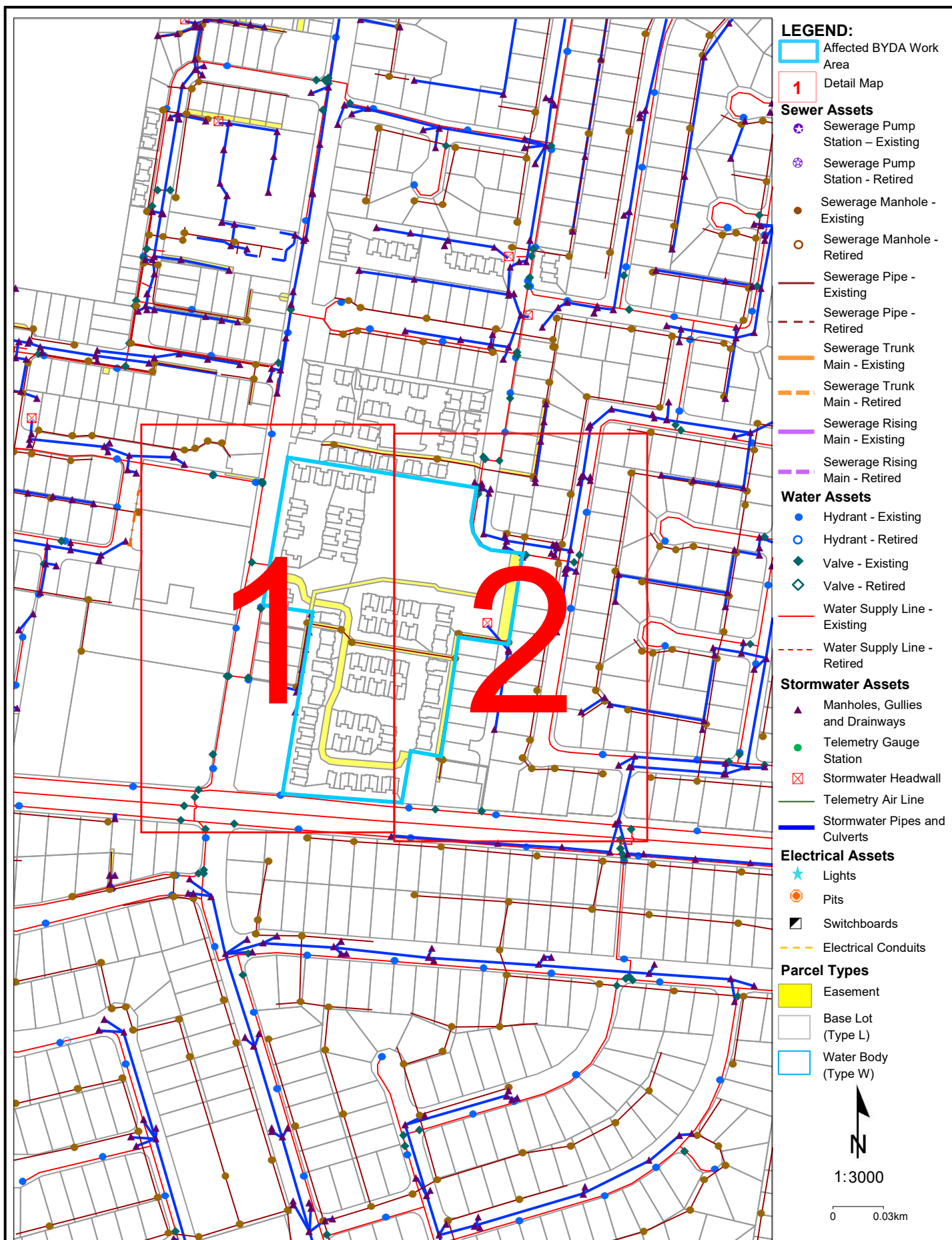
LEVEL B
SCALE 1:300

Scale 1:300 - Lengths are in Metres.



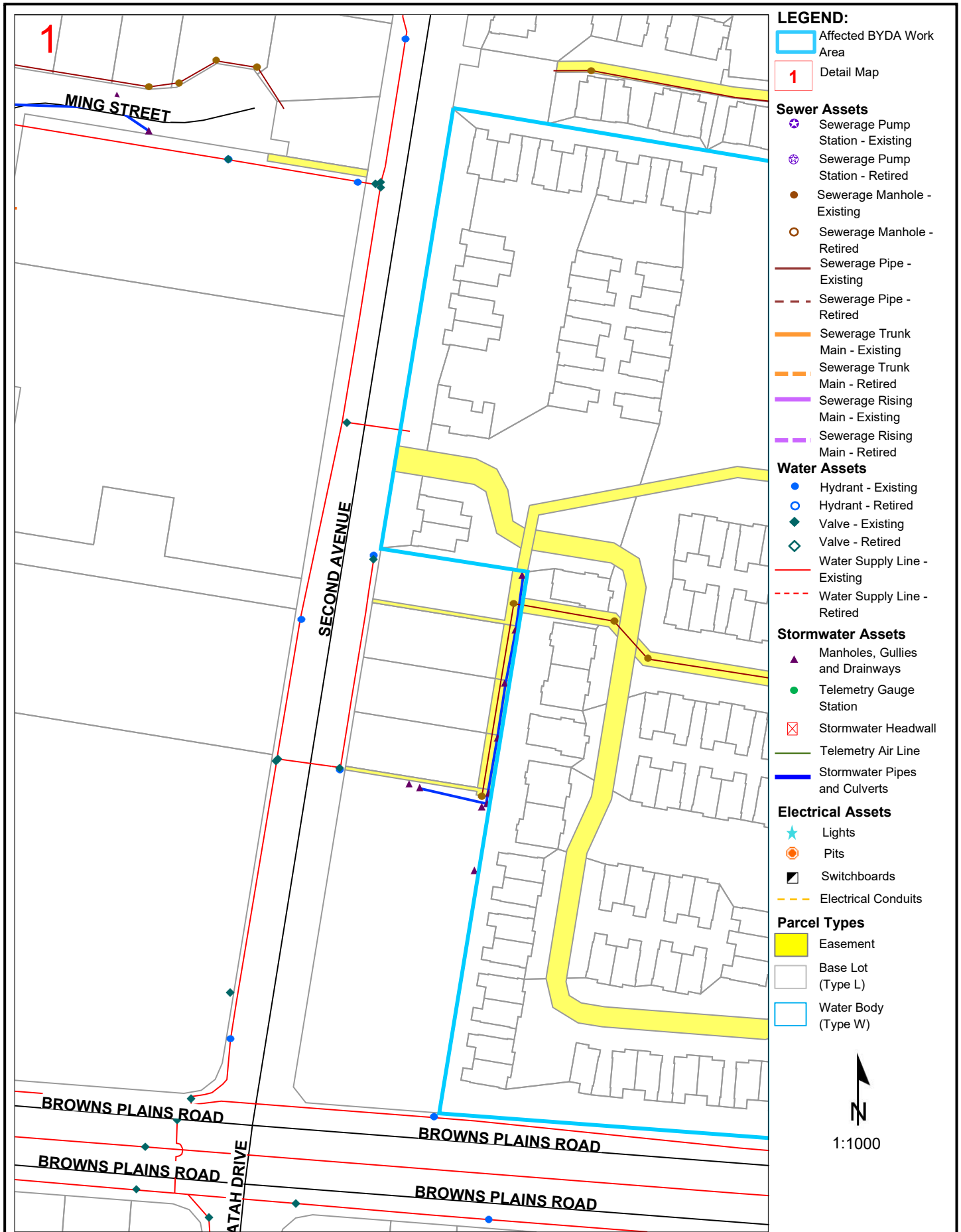
State copyright reserved.

Insert
Plan
Number
SP241865



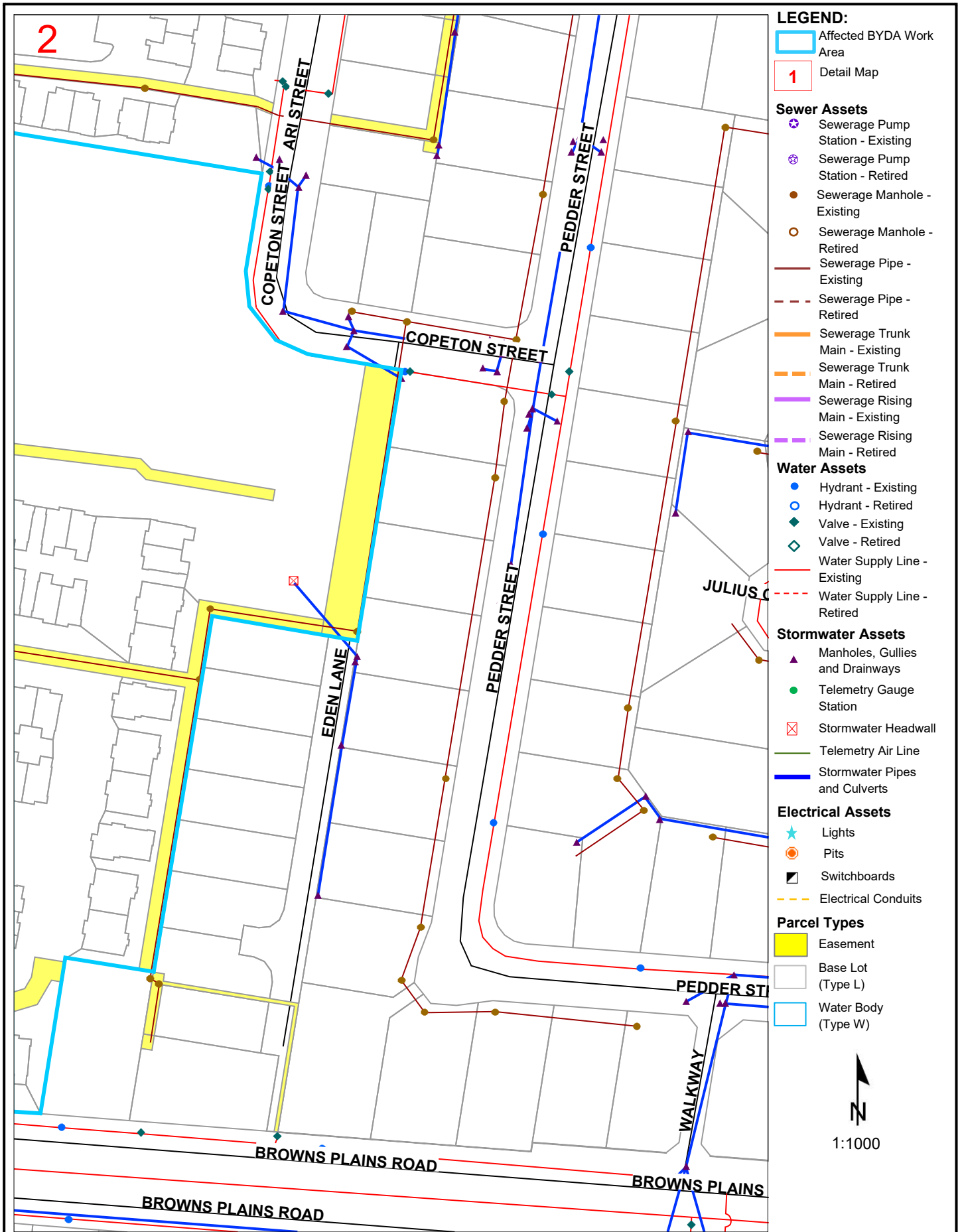
Disclaimer: The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines. The State of Queensland (Department of Natural Resources and Mines).

Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



Disclaimer: The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines. The State of Queensland (Department of Natural Resources and Mines).

Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



Disclaimer: The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines. The State of Queensland (Department of Natural Resources and Mines).

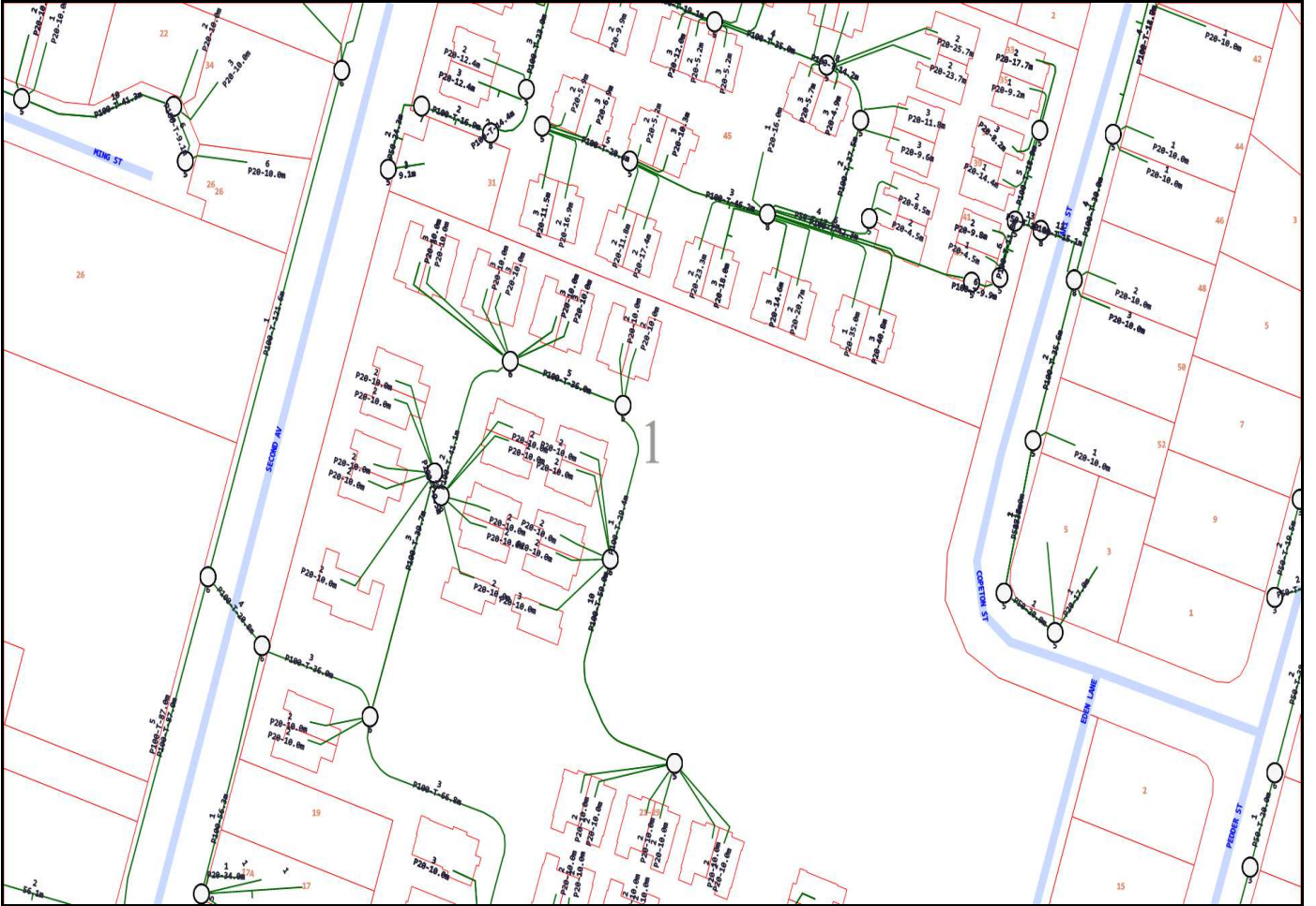
Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



LEGEND



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





QUEENSLAND
GOVERNMENT

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **946644**

Date: 08/09/2025

Search Request reference: **172428175**

Applicant details

Applicant: Nikita Taylor

nikita.taylor@bytherules.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 31 on Plan SP241865 at Unit 31 21-29 Second Av, Marsden Qld 4132 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

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

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

Privacy Statement:

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



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: 51050922 EMR Site Id: 08 September 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 31 Plan: SP241865
31/21 SECOND AV
MARSDEN

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

This form is the approved form that must be used in accordance with sections 98 and 99 of the *Building Act 1975*.

Note: The building certifier for the work must give this signed form to the owner as the final inspection certificate for a swimming pool or swimming pool barrier certifying the work is compliant with the building development approval.

1. Swimming pool owner details

If the owner is a company, a contact person must be shown.

Name (*natural person or company*)

The Body Corporate of The Approach

2. Property description where swimming pool is located

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

Street address The Approach, 21-29 Second Avenue

Suburb/locality Marsden

State QLD Postcode 4132

Lot and plan details (*attach list if necessary*)

0 SP 241865

Local government area the land is situated in

Logan City Council

3. Type of swimming pool

A shared pool is one in which the residents of two or more dwellings will have a right to use the pool.

☒ Non-shared pool ☐ Shared pool

4. Exemptions granted by local government (if applicable)

Details of exemption

Date exemption granted

5. Restrictions on the use or occupation of the swimming pool or swimming pool barrier

If the building work uses a building solution restricting the use or occupation of the swimming pool or swimming pool barrier, state the restriction.

For example, a restriction requiring a minimum depth for a permanent body of water forming part of a swimming pool barrier to be maintained.

Restrictions

The following restrictions apply to the use or occupation of the swimming pool or swimming pool safety barrier:

6. Performance solution

If the building work uses a performance solution, state the applicable materials, systems, methods of building, procedures, specifications and other relevant requirements.

This will provide swimming pool owners and occupiers with a concise and practical explanation of performance solutions that may have some operational implications on the use of the swimming pool or swimming pool barrier. This will also help ensure the ongoing use of the swimming pool or swimming pool barrier and any future modifications do not compromise compliance with the performance requirements of the applicable Queensland Development Code.

Performance solution requirements

The following systems and procedures form part of the performance solution:

Not Applicable

7. Certification

This form must be used by building certifiers to certify compliance of swimming pools and swimming pool barriers pursuant to section 10 of the *Building Act 1975* for the performance of building certification functions.

I certify that on an inspection carried out in accordance with best industry practice, the building work complies with the building approval and/or certificates of inspection were accepted from competent persons.

Stage	Date of inspection	Date of certificate
Final Pool Barrier	28/11/2024	29/11/2024

8. Building certifier

If the certifier is a company, a contact person must be shown.

Name of building certifier (<i>in full</i>)	Grant Johnsen
---	---------------

Licence number	A1059646		
Signature			
Building approval reference number	20244068	Date	29/11/2024

OFFICE USE ONLY

Fee payable \$		Date received	Click or tap to enter a date.	Receiving Officer's signature	
----------------	--	---------------	-------------------------------	-------------------------------	--

PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building 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.

QUEENSLAND TITLES REGISTRY PTY LTD
08/09/2025 09:50
Request No: 53269836

AUTOMATED TITLES SYSTEM
COMMUNITY TITLES SCHEME SEARCH STATEMENT

ENE470

Scheme Name: THE APPROACH COMMUNITY TITLES SCHEME 43520

Body Corp. Addr: PO BOX 743
MORNINGSIDE QLD
4170

COMMUNITY MANAGEMENT STATEMENT No: 43520

Title	Lot	Plan
50877451	CP	SP 241865
50877452	1	SP 241865
50877453	2	SP 241865
50877454	3	SP 241865
50877455	4	SP 241865
50877456	5	SP 241865
50877457	6	SP 241865
50877458	7	SP 241865
50877459	8	SP 241865
50877460	9	SP 241865
50877461	10	SP 241865
50877462	11	SP 241865
50877463	12	SP 241865
50877464	13	SP 241865
50877465	14	SP 241865
50877466	15	SP 241865
50877467	16	SP 241865
50877468	17	SP 241865
50877469	18	SP 241865
50877470	19	SP 241865
50877471	20	SP 241865
50877472	21	SP 241865
50877473	22	SP 241865
50877474	23	SP 241865
50877475	24	SP 241865
50877476	25	SP 241865
50877477	26	SP 241865
50877478	27	SP 241865
50877479	28	SP 241865
50877480	29	SP 241865
50877481	30	SP 241865
50877482	31	SP 241865
50877483	32	SP 241865
50877484	33	SP 241865
50877485	34	SP 241865
50877486	35	SP 241865
50877487	36	SP 241865
50877488	37	SP 241865
50877489	38	SP 241865
50877490	39	SP 241865
50877491	40	SP 241865
50877492	41	SP 241865
50877493	42	SP 241865
50877494	43	SP 241865

Title	Lot	Plan
50877495	44	SP 241865
50877496	45	SP 241865
50877497	46	SP 241865
50877498	47	SP 241865
50877499	48	SP 241865
50877500	49	SP 241865
50877501	50	SP 241865
50877502	51	SP 241865
50877503	52	SP 241865
50877504	53	SP 241865
50877505	54	SP 241865
50877506	55	SP 241865
50877507	56	SP 241865
50877508	57	SP 241865
50877509	58	SP 241865
50877510	59	SP 241865
50877511	60	SP 241865
50877512	61	SP 241865
50877513	62	SP 241865
50877514	63	SP 241865
50877515	64	SP 241865
50877516	65	SP 241865
50877517	66	SP 241865
50877518	67	SP 241865
50877519	68	SP 241865
50877520	69	SP 241865
50877521	70	SP 241865
50877522	71	SP 241865
50877523	72	SP 241865
50877524	73	SP 241865
50877525	74	SP 241865
50877526	75	SP 241865
50877527	76	SP 241865
50877528	77	SP 241865
50877529	78	SP 241865
50877530	79	SP 241865
50877531	80	SP 241865
50877532	81	SP 241865
50877533	82	SP 241865
50877534	83	SP 241865
50877535	84	SP 241865
50877536	85	SP 241865
50877537	86	SP 241865
50877538	87	SP 241865
50877539	88	SP 241865
50877540	89	SP 241865
50877541	90	SP 241865
50877542	91	SP 241865

COMMUNITY MANAGEMENT STATEMENT Dealing No: 714412803

08/09/2025 09:50
Request No: 53269836

COMMUNITY TITLES SCHEME SEARCH STATEMENT

** End of CMS Search Statement **

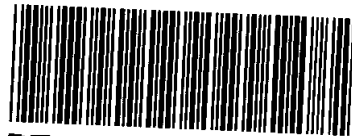
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

WID & R/E 16.4.12
GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint



BE 460

714390157

714412803

\$132.50

\$132.50

16/04/2012 09:02

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT (CMS) FOR THE
APPROACH COMMUNITY TITLE SCHEME (CTS)

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

Philip Usher Constructions Pty Ltd
PO Box 1536, Browns Plains. Qld 4118
Ph: (07) 3800 1666
legal@philipusher.com.au

**Lodger
Code**
060A

2. Lot on Plan Description

LOT 100 ON SP241864

County

STANLEY

Parish

MACKENZIE

Title Reference

15538038
15550197
15157018
15902093
15806239
15362200

3. Registered Proprietor/State Lessee

PHILIP USHER CONSTRUCTIONS PTY LTD
A.C.N. 011 008 101

4. Interest

NOT APPLICABLE

5. Applicant

PHILIP USHER CONSTRUCTIONS PTY LTD
A.C.N. 011 008 101

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for The Approach C.T.S. and that P.O. Box 743, Morningside. Qld 4170 be recorded as the address for service of the Body Corporate for the Scheme.

7. Execution by applicant

George Gordon Wallace
George Gordon Wallace
Solicitor

28/2/12
Execution Date

Applicant's or Solicitor's Signature

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

43520

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

"The Approach" Community Titles Scheme

2. Regulation module

Accommodation

3. Name of body corporate

Body Corporate for "The Approach" Community Titles Scheme

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of "The Approach" Community Titles Scheme Lots 1-91 on SP241865	Stanley	Mackenzie	15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

5. # Name and address of original owner

Philip Usher Constructions Pty Ltd
PO Box 1536, Browns Plains. Qld 4118

6. Reference to plan lodged with this statement

Plan No SP241865

first community management statement only

7. Local Government community management statement notation

Graham Krugersigned
Graham Kruger - A Program Leader (Ops)name and designation
.....**COUNCIL OF THE CITY OF LOGAN**.....name of Local Government

8. Execution by original owner/Consent of body corporate

02/11/11
Execution Date

V. Thompson
PHILIP USHER CONSTRUCTIONS PTY LTD
ACN 011 008 101
BY ITS DULY CONSTITUTED ATTORNEY
VANESSA THOMPSON
UNDER POWER OF ATTORNEY No 701397097.....
*Execution

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in DERM see the Department's website.

SCHEDULE A (to CMS) SCHEDULE OF LOT ENTITLEMENTS "The Approach" COMMUNITY TITLES SCHEME
--

Applicable upon establishment of the "The Approach" Community Titles Scheme.

Lot No.	Contribution	Interest
1 on SP241865	10	154
2 on SP241865	10	109
3 on SP241865	10	109
4 on SP241865	10	109
5 on SP241865	10	109
6 on SP241865	10	94
7 on SP241865	10	94
8 on SP241865	10	94
9 on SP241865	10	94
10 on SP241865	10	93
11 on SP241865	10	94
12 on SP241865	10	94
13 on SP241865	10	94
14 on SP241865	10	94
15 on SP241865	10	94
16 on SP241865	10	94
17 on SP241865	10	94
18 on SP241865	10	94
19 on SP241865	10	94
20 on SP241865	10	94
21 on SP241865	10	94
22 on SP241865	10	94
23 on SP241865	10	93
24 on SP241865	10	94
25 on SP241865	10	94
26 on SP241865	10	94
27 on SP241865	10	94
28 on SP241865	10	94
29 on SP241865	10	94
30 on SP241865	10	94
31 on SP241865	10	94
32 on SP241865	10	90
33 on SP241865	10	90
34 on SP241865	10	99
35 on SP241865	10	90
36 on SP241865	10	90
37 on SP241865	10	99
38 on SP241865	10	90
39 on SP241865	10	90
40 on SP241865	10	94

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

41 on SP241865	10	94
42 on SP241865	10	94
43 on SP241865	10	94
44 on SP241865	10	94
45 on SP241865	10	94
46 on SP241865	10	93
47 on SP241865	10	94
48 on SP241865	10	94
49 on SP241865	10	94
50 on SP241865	10	94
51 on SP241865	10	94
52 on SP241865	10	94
53 on SP241865	10	94
54 on SP241865	10	94
55 on SP241865	10	94
56 on SP241865	10	94
57 on SP241865	10	94
58 on SP241865	10	94
59 on SP241865	10	94
60 on SP241865	10	94
61 on SP241865	10	94
62 on SP241865	10	94
63 on SP241865	10	94
64 on SP241865	10	94
65 on SP241865	10	94
66 on SP241865	10	90
67 on SP241865	10	90
68 on SP241865	10	99
69 on SP241865	10	94
70 on SP241865	10	94
71 on SP241865	10	94
72 on SP241865	10	94
73 on SP241865	10	94
74 on SP241865	10	94
75 on SP241865	10	94
76 on SP241865	10	94
77 on SP241865	10	94
78 on SP241865	10	94
79 on SP241865	10	94
80 on SP241865	10	94
81 on SP241865	10	90
82 on SP241865	10	90
83 on SP241865	10	99
84 on SP241865	10	94
85 on SP241865	10	94

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

86 on SP241865	10	94
87 on SP241865	10	94
88 on SP241865	10	94
89 on SP241865	10	94
90 on SP241865	10	109
91 on SP241865	10	109
Total	910	8681

Principles for deciding the contribution schedule lot entitlements

The contribution lot entitlements for the scheme are equal based on the principal of equality pursuant to section 46 (7) of the Body Corporate and Community Management Act 1997 as amended.

Principles for deciding the interest schedule lot entitlements

The interest schedule lot entitlements reflect the respective market value of the lots and the market value of the lots has been principally determined by reference to the respective Gross Floor Areas (G.F.A.) of the respective lots.

These principles shall apply similarly in the event of any further development of the scheme land.

SCHEDULE B (to CMS) EXPLANATION OF THE DEVELOPMENT OF THE SCHEME LAND "THE APPROACH" COMMUNITY TITLES SCHEME

[Not applicable, as it is not intended that the Scheme be developed progressively, nor is it intended that the Scheme form part of, or be the basis for, a layered arrangement of Community Titles Schemes.]

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

<p style="text-align: center;">SCHEDULE C (to CMS) BY-LAWS "THE APPROACH" COMMUNITY TITLES SCHEME</p>

1. **Compliance by Tenants.** The duties and obligations imposed by these By-Laws on an owner of a lot shall be observed not only by the owner but by the owner's tenants, guests, servants, employees, agents, children, invitees and licensees.
2. The owner of a lot shall not use or occupy a lot for any purpose other than for residential purposes only and not for any trade or business save for that lot being Lot No. 1 which is currently used or occupied by a service contractor or letting agent for the Scheme and which service contractor or letting agent may use or occupy their respective lot to conduct the business and duties of a service contractor and letting agent as provided in the terms of agreement entered into in writing with the Body Corporate.
3. **Noise.** The owner of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
4. **Vehicles.**
 - 4.1 The owner of a lot must not, without the Body Corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand on the common property; or
 - (b) permit an invitee to park a vehicle or allow a vehicle to stand on the common property other than in the designated visitor car park, which must remain available at all times for the sole use of visitors vehicles;
 - 4.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
 - 4.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
 - 4.4 Visitors' vehicles can only be parked in the visitor car park for a maximum period of six hours per day.
 - 4.5 The Body Corporate may, at its discretion, have any vehicle that is parked in a manner that is inconsistent with these by-laws, removed from the common property at the vehicle owner's expense. Vehicles will only be towed by an authorised contractor in compliance with the Tow Truck Act 1973.
 - 4.6 Vehicles which are unregistered or with visible parts missing or un-roadworthy are not allowed on common property.
 - 4.7 Large or commercial trucks, caravans, boats or trailers are not allowed on common property except for purposes of delivery or removal from a lot.
5. **Obstruction.** The owner of a lot must not obstruct the lawful use of the common property by someone else.

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

6. **Damage to Lawns etc.**

6.1 The owner of a lot must not, without the Body Corporate's written approval:

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use a part of the common property as a garden.

6.2 An approval under subsection (1) must state the period for which it is given.

6.3 However, the Body Corporate may cancel the approval by giving 7 days' written notice to the owner.

7. **Damage to Common Property**

7.1 An owner of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

7.2 However, an owner may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

7.3 The owner of a lot must keep a device installed under subsection (2) in good order and repair.

8. **Behaviour of Invitees.** An owner of a lot must take reasonable steps to ensure that the owner's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

9. **Leaving of Rubbish etc. on the Common Property.** The owner of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

10. **Appearance of Lot.** The owner of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

10.1 The owner of a lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property or from outside the scheme land; or
- (b) display a sign advertisement, placard banner, pamphlet or similar article if the article is visible from another lot or the common property or from outside the scheme land. However the service contractor and letting agent may display signs for letting purposes.

10.2 This section does not apply to a lot created under a standard format plan of subdivision.

10.3 Externally mounted air-conditioning or mechanical plant installations are to be in accordance with the following requirements:-

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

- (a) No unscreened installations on the proposed development are to be visible from the surrounding sites; and
- (b) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

11. Storage of Flammable Materials

- 11.1 The owner of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- 11.2 The owner of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 11.3 However, this section does not apply to the storage of fuel in:
 - (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

12. Disposal of Rubbish. An owner of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust, paper, cigarette butts or other material likely to interfere with the peaceful enjoyment of the owner of another lot or of any person lawfully using the common property. An owner of a lot shall:-

- 12.1 Maintain within his lot, in the garage or rear courtyard, the garbage receptacle provided under the local authority by-laws and ordinances which shall be placed in the street or collection area by the owner on collection days. The receptacle shall be returned to the lot in a clean and hygienic condition on the same day by the owner.
- 12.2 Ensure that the health, hygiene and comfort of the owner of any other lot is not adversely affected by the disposal of garbage.
- 12.3 Maintain and repair the garbage receptacle to ensure it is kept in a serviceable condition.

13. Keeping of Animals

- 13.1 The owner of a lot must not, without the Body Corporate's written approval:
 - (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- 13.2 The owner must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal on to the lot or the common property.

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

14. **Display Unit.** The original proprietor may until all lots in the Community Titles Scheme have been sold open and maintain a display unit within the buildings and erect on the common property such signs and display notices as it considers appropriate to assist in the marketing of the lots.
15. **Swimming Pool.** The swimming pool shall not be used between the hours of 7.00pm and 8.00am each day except with the consent in writing of the committee or the manager. The following rules shall apply to the swimming pool and swimming pool enclosure:
 - 15.1 No running around the swimming pool, no diving or dive bombing into the swimming pool;
 - 15.2 Children 12 years or under must be accompanied by a responsible adult 18 years of age or older;
 - 15.3 Glass containers shall not be permitted in or about the swimming pool and enclosure;
 - 15.4 No unnecessary noise;
 - 15.5 Pets and animals are not permitted into the swimming pool or enclosure;
 - 15.6 Alcoholic beverages shall not be consumed in the swimming pool or pool enclosure;
 - 15.7 No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons;
 - 15.8 No objects are permitted that may cause an inconvenience or nuisance to other persons using the pool.
 - 15.9 Visitors must be accompanied by a residence at all times.
 - 15.10 The communal 'pool' and amenities' are not to be included in any exclusive use area.
16. **By-Laws to be exhibited.** A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.
17. **Complaints or Applications.** All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.
18. **Pay Television.** The owner may allow a person approved by the Body Corporate to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owner to connect to cable and or satellite television. The Body Corporate is authorised to enter into agreements about the subject matter of this By-Law. The scale and size of satellite dishes is subject to the written approval of the Body Corporate.
19. **Recovery of Money Spent.** Where the Body Corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

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.

20. **Ground Maintenance.** The Body Corporate is appointed agent of the owners to effect the mowing and edging of all lawns on the parcel and gardens on common property, excluding mowing, weeding, watering and fertilising lawns and gardens in the private lots. Owners must ensure that gardens and lawns in private lots are maintained to a standard equivalent to those on the common property and that lawns are regularly mowed, weeded, watered and fertilised at their own expense.

Should an owner fail to properly maintain his lot, the Body Corporate is empowered to have the necessary maintenance carried out and the costs involved shall be due and payable by the owner of the lot within fourteen (14) days from the date the maintenance is carried out.

21. **Use of Barbecue Area.** All owners may use the barbecue facilities constructed on the Common Property subject to the following rules which shall, where appropriate, apply to all guests or invitees of the owners:

- 21.1 No use shall be made of the barbecue area which involves damage, inconvenience or nuisance to any owner or invitee nor which causes damage to the surface, fixtures or fittings of the barbecue areas and after use the barbecue and area shall be left clean and tidy.
- 21.2 The barbecue area shall not be used by a guest or invitee unless accompanied by the host owner.
- 21.3 That no use is made of the barbecue area between the hours of 9.00pm and 8.00am.
- 21.4 The Committee of the Body Corporate may make rules with respect to the use of the barbecue area that are not inconsistent with these By-Laws.

22. **Vehicles/Roadways.**

- 22.1 Speed limit on internal roadways is 5kph (walking pace). All public road rules apply.
- 22.2 Vehicles must not be parked on internal roadways at any time. Guests must park in the designated visitor parking spaces.
- 22.3 Garage driveways must be kept clean of oil and grease.
- 22.4 Driveways are not to be used to undertake mechanical repairs to vehicles.
- 22.5 A minimum of 48 unallocated car spaces are to be available for visitors to the site that are not included within any "exclusive use" area on the site.
- 22.6 Visitor car bays are not to be fitted with a roller door, gate or similar device preventing access to visitor car bays.

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

23. **Children Playing on Common Property.** An owner of a lot shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that said children:
- 23.1 Do not play on the common roadways and visitor parking areas without the personal supervision of the owner;
- 23.2 Do not ride skateboards, skates, go-carts, bicycles or other similar apparatus at any time;
- 23.3 Do not play in any common areas after dark.
24. **Gates.** No gates shall be installed to the vehicular entrance to the common property at any time.
25. **Balconies and Terraces.** All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.
26. **Gymnasium.** The gymnasium (gym) is for the use of owners only and is not to be used by non-residents. An owner may use the gym by firstly obtaining a key and paying the requisite deposit of \$20.00 (if requested) from the buildings manager. The gym may be used between the hours of 6.00am and 9.00pm daily. The owner will ensure that no person under the age of 18 years unless supervised by an owner at all times may use the gym and the owner will not release the key to any other person or admit any person to the gym during the owner's use of the gym. The owner will ensure the gym is left locked immediately after use. Each owner recognises and acknowledges that the gym is not supervised and accordingly will use the gym and its facilities at the sole risk of the owner.

Gym facilities are for the use of owners and authorised tenants only. Guests are not permitted to use the gym.

Enclosed footwear but be worn at all times per persons using the gym facilities. Shirts are to be worn by persons using the gym facilities. No singlets or bare tops. For hygiene purposes and to preserve the life of gym equipment a clean dry towel must be used on gym equipment and mats.

No food or drink (except water) is to be consumed in the gym.

Entry to the gym from pool area is not permitted unless person is completely dry and free from chlorine.

Equipment is to be replaced back on racks, if applicable, after use.

Lights and fans to be turned off and gym locked after use.

27. **Exclusive Use.** The owners of the lots identified in Schedule E are entitled to exclusive use of the areas allocated and for the purposes described therein and the owners shall be responsible at their own expense for the proper care, upkeep, repair and maintenance of the respective exclusive use areas.

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

<p>SCHEDULE D (to CMS) ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable) "THE APPROACH" COMMUNITY TITLES SCHEME</p>

A services location plan marked "A" is attached hereto identifying the lots and common property affected by public utility statutory easements including easements for water, sewerage, Telstra/telephone, underground electricity, stormwater and drainage as set out in the table format hereunder.

* Letters "u/g" denotes underground, "s/water" denotes stormwater.

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

Lot Numbers	Statutory Easements
Common Property on SP241865	Water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 1 on SP241865	Water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 2 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 3 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 4 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 5 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 6 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 7 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 8 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 9 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 10 on SP241865	Water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 11 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 12 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 13 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 14 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 15 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 16 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 17 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 18 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 19 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 20 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 21 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 22 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 23 on SP241865	Water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 24 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 25 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 26 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 27 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 28 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 29 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 30 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 31 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 32 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 33 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 34 on SP241865	Water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 35 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 36 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 37 on SP241865	Water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 38 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 39 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 40 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 41 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 42 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 43 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 44 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 45 on SP241865	Support, water, sewer, u/g electricity, Telstra, stormwater, projection
Lot 46 on SP241865	Water, sewer, u/g electricity, Telstra, stormwater, projection

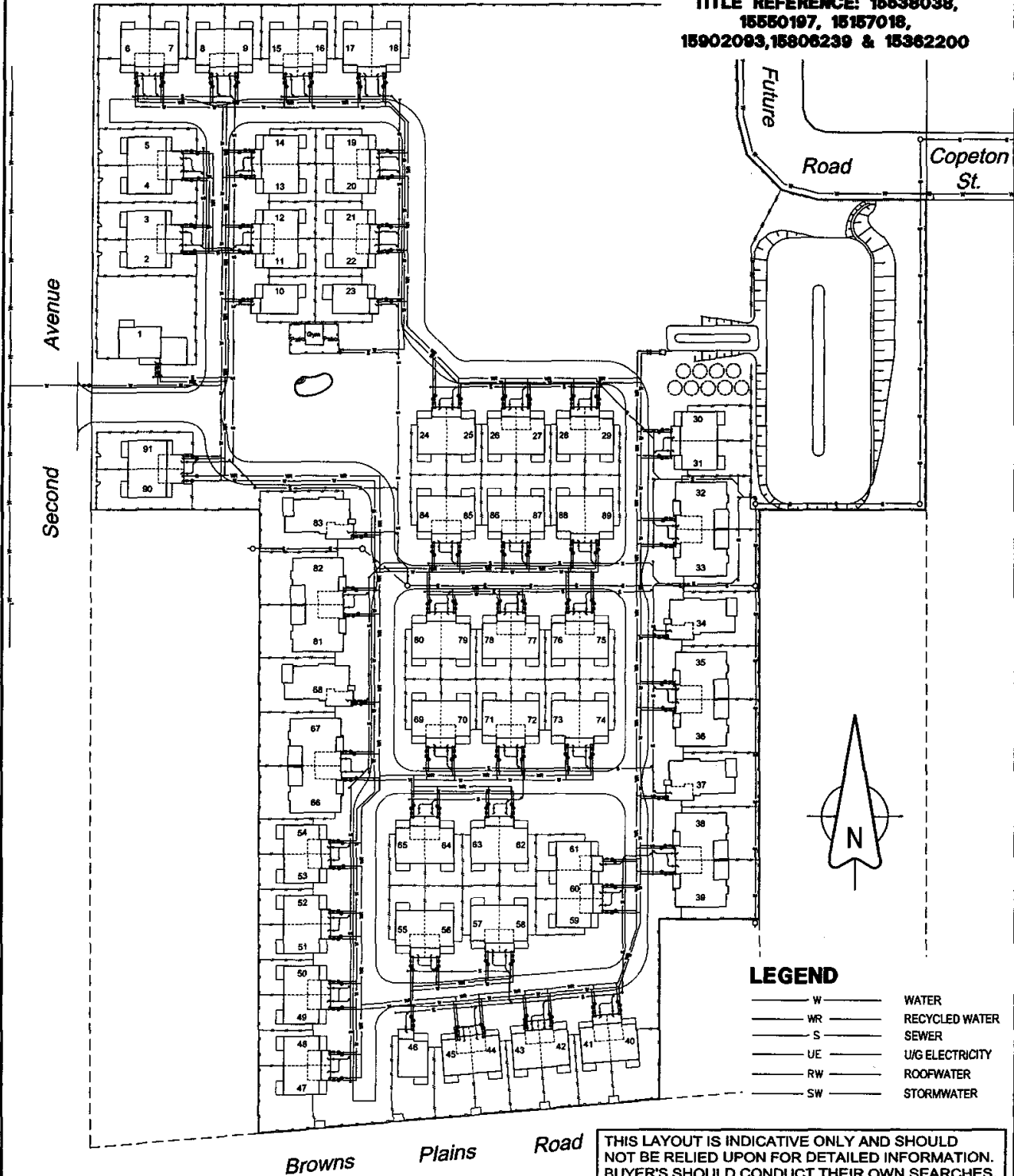
[illegible]

" A "

SHEET 14 of 30

THE APPROACH COMMUNITY TITLES SCHEME

TITLE REFERENCE: 15538038,
15550197, 15157018,
15902093, 15806239 & 15362200



LEGEND

— W —	WATER
— WR —	RECYCLED WATER
— S —	SEWER
— UE —	U/G ELECTRICITY
— RW —	ROOFWATER
— SW —	STORMWATER

THIS LAYOUT IS INDICATIVE ONLY AND SHOULD NOT BE RELIED UPON FOR DETAILED INFORMATION. BUYER'S SHOULD CONDUCT THEIR OWN SEARCHES.

PHILIP USHER
CONSTRUCTIONS
A.C.N. 011 008 101 REGISTERED BUILDERS 023226/GZH

32 TRADELINK ROAD
BROWNS PLAINS QLD.
TELEPHONE: (07) 3800 1866 FAX: (07) 3800 1740
P.O BOX 1536
BROWNS PLAINS QLD 4118
© ALL RIGHTS RESERVED
This plan is the property of
PHILIP USHER CONSTRUCTIONS PTY LTD
Any copying or altering of the drawing shall not be
undertaken without written permission from
PHILIP USHER CONSTRUCTIONS PTY LTD
DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

PROJECT:

The Approach
Community Titles Scheme
21 Second Avenue
Marsden

Services Plan (sht 1)

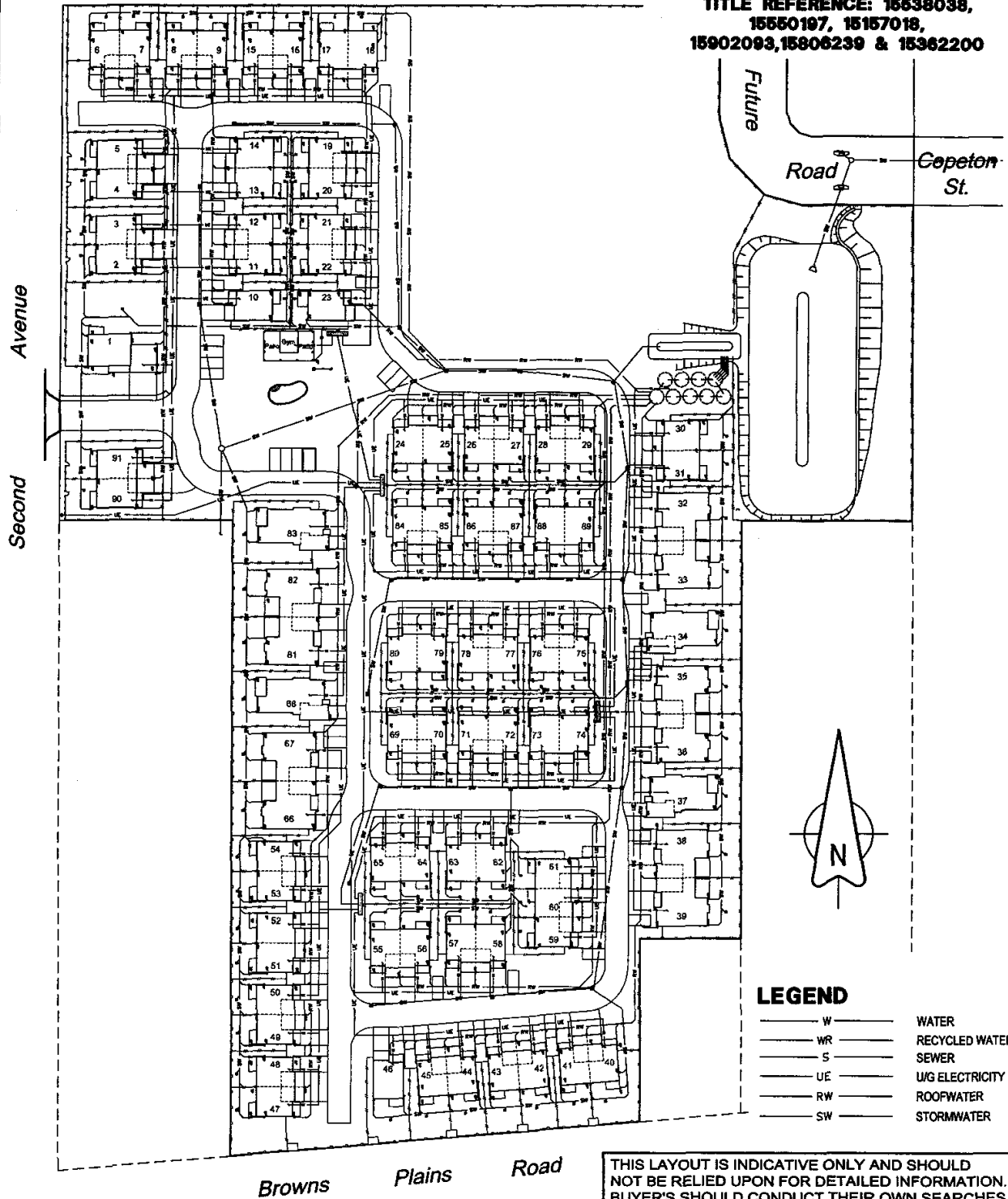
DRAWN: PAMc	DATE: 31-05-11	Rev: B
SCALE: 1:1000 @ A4	CHECKED: G.P.	
SHEET: 1 of 2	JOB No: 884	

" A "

SHEET 15 of 30

THE APPROACH COMMUNITY TITLES SCHEME

TITLE REFERENCE: 15538038,
15550197, 15157018,
15902093, 15806239 & 15362200



LEGEND

W	WATER
WR	RECYCLED WATER
S	SEWER
UE	U/G ELECTRICITY
RW	ROOFWATER
SW	STORMWATER

THIS LAYOUT IS INDICATIVE ONLY AND SHOULD
NOT BE RELIED UPON FOR DETAILED INFORMATION.
BUYER'S SHOULD CONDUCT THEIR OWN SEARCHES.

PHILIP USHER
CONSTRUCTIONS

A.C.N. 011 008 101 REGISTERED BUILDERS 023226/GZH

32 TRADELINK ROAD
BROWNS PLAINS QLD.
TELEPHONE: (07) 3800 1686 FAX: (07) 3800 1740

P.O. BOX 1536
BROWNS PLAINS QLD 4118

© ALL RIGHTS RESERVED
This plan is the property of
PHILIP USHER CONSTRUCTIONS PTY LTD
Any copying or altering of the drawing shall not be
undertaken without written permission from
PHILIP USHER CONSTRUCTIONS PTY LTD
DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

PROJECT:

The Approach
Community Titles Scheme
21 Second Avenue
Marsden

Services Plan (sht 2)

DRAWN: PAMc	DATE: 14-06-11	Rev:
SCALE: 1:1000 @ A4	CHECKED: G.P.	C
SHEET: 2 of 2	JOB No: 884	

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

<p>SCHEDULE E (to CMS) ALLOCATION OF EXCLUSIVE USE AREAS "THE APPROACH" COMMUNITY TITLES SCHEME</p>

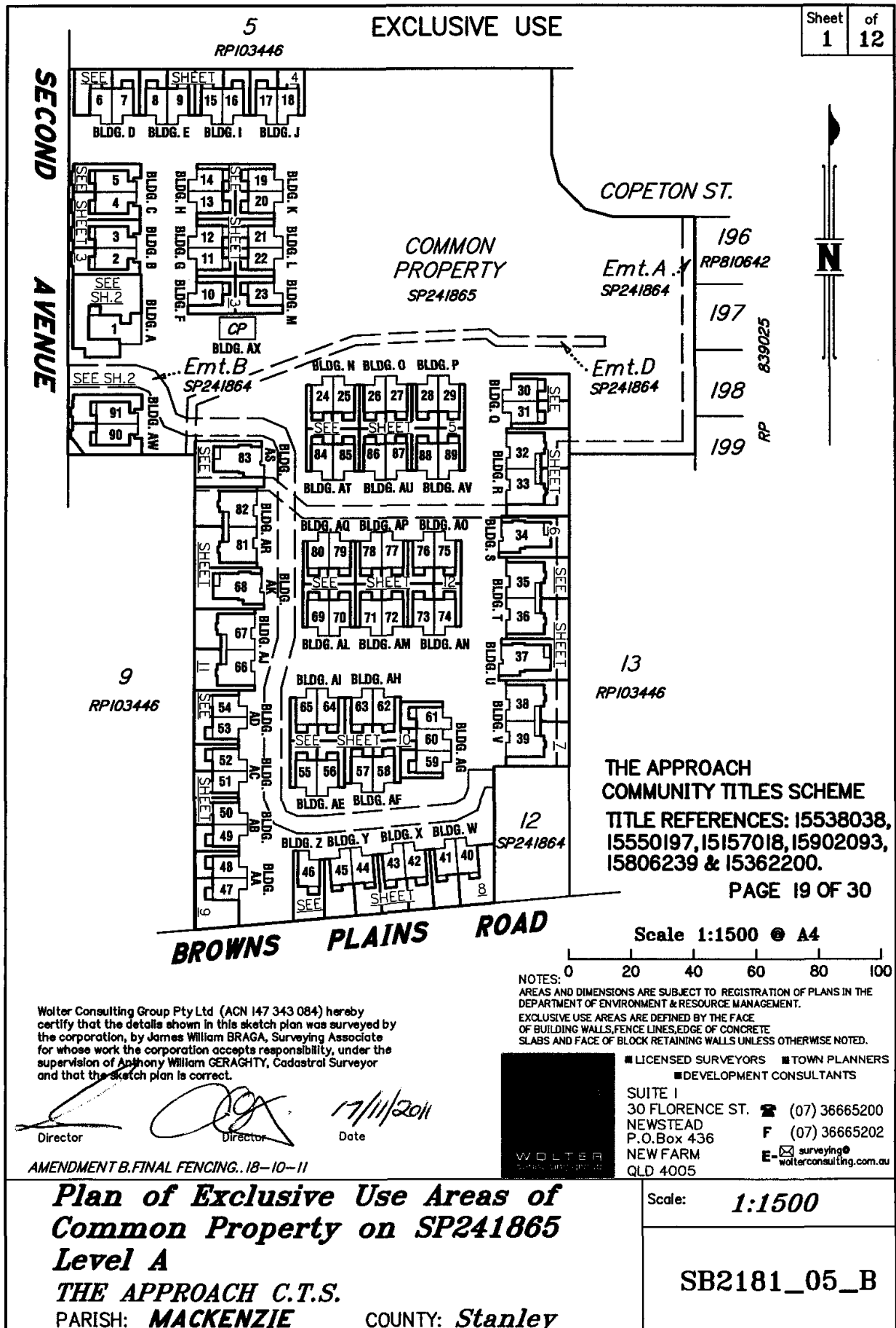
Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP241865	Area 1A on sheet 1 and 2 of SB2181 05 B	Private Yard
Lot 2 on SP241865	Area 2A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 3 on SP241865	Area 3A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 4 on SP241865	Area 4A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 5 on SP241865	Area 5A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 6 on SP241865	Area 6A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 7 on SP241865	Area 7A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 8 on SP241865	Area 8A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 9 on SP241865	Area 9A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 10 on SP241865	Area 10A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 11 on SP241865	Area 11A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 12 on SP241865	Area 12A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 13 on SP241865	Area 13A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 14 on SP241865	Area 14A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 15 on SP241865	Area 15A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 16 on SP241865	Area 16A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 17 on SP241865	Area 17A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 18 on SP241865	Area 18A on sheet 1 and 4 of SB2181 05 B	Private Yard
Lot 19 on SP241865	Area 19A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 20 on SP241865	Area 20A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 21 on SP241865	Area 21A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 22 on SP241865	Area 22A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 23 on SP241865	Area 23A on sheet 1 and 3 of SB2181 05 B	Private Yard
Lot 24 on SP241865	Area 24A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 25 on SP241865	Area 25A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 26 on SP241865	Area 26A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 27 on SP241865	Area 27A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 28 on SP241865	Area 22A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 29 on SP241865	Area 29A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 30 on SP241865	Area 30A on sheet 1 and 6 of SB2181 05 B	Private Yard
Lot 31 on SP241865	Area 31A on sheet 1 and 6 of SB2181 05 B	Private Yard
Lot 32 on SP241865	Area 32A on sheet 1 and 6 of SB2181 05 B	Private Yard
Lot 33 on SP241865	Area 33A on sheet 1 and 6 of SB2181 05 B	Private Yard
Lot 34 on SP241865	Area 34A on sheet 1 and 6 of SB2181 05 B	Private Yard
Lot 35 on SP241865	Area 35A on sheet 1 and 7 of SB2181 05 B	Private Yard
Lot 36 on SP241865	Area 36A on sheet 1 and 7 of SB2181 05 B	Private Yard
Lot 37 on SP241865	Area 37A on sheet 1 and 7 of SB2181 05 B	Private Yard
Lot 38 on SP241865	Area 38A on sheet 1 and 7 of SB2181 05 B	Private Yard
Lot 39 on SP241865	Area 39A on sheet 1 and 7 of SB2181 05 B	Private Yard
Lot 40 on SP241865	Area 40A on sheet 1 and 8 of SB2181 05 B	Private Yard

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

Lot 41 on SP241865	Area 41A on sheet 1 and 8 of SB2181 05 B	Private Yard
Lot 42 on SP241865	Area 42A on sheet 1 and 8 of SB2181 05 B	Private Yard
Lot 43 on SP241865	Area 43A on sheet 1 and 8 of SB2181 05 B	Private Yard
Lot 44 on SP241865	Area 44A on sheet 1 and 8 of SB2181 05 B	Private Yard
Lot 45 on SP241865	Area 45A on sheet 1 and 8 of SB2181 05 B	Private Yard
Lot 46 on SP241865	Area 46A on sheet 1 and 8 of SB2181 05 B	Private Yard
Lot 47 on SP241865	Area 47A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 48 on SP241865	Area 48A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 49 on SP241865	Area 49A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 50 on SP241865	Area 50A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 51 on SP241865	Area 51A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 52 on SP241865	Area 52A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 53 on SP241865	Area 53A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 54 on SP241865	Area 54A on sheet 1 and 9 of SB2181 05 B	Private Yard
Lot 55 on SP241865	Area 55A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 56 on SP241865	Area 56A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 57 on SP241865	Area 57A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 58 on SP241865	Area 58A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 59 on SP241865	Area 59A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 60 on SP241865	Area 60A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 61 on SP241865	Area 61A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 62 on SP241865	Area 62A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 63 on SP241865	Area 63A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 64 on SP241865	Area 64A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 65 on SP241865	Area 65A on sheet 1 and 10 of SB2181 05 B	Private Yard
Lot 66 on SP241865	Area 66A on sheet 1 and 11 of SB2181 05 B	Private Yard
Lot 67 on SP241865	Area 67A on sheet 1 and 11 of SB2181 05 B	Private Yard
Lot 68 on SP241865	Area 68A on sheet 1 and 11 of SB2181 05 B	Private Yard
Lot 69 on SP241865	Area 69A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 70 on SP241865	Area 70A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 71 on SP241865	Area 71A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 72 on SP241865	Area 72A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 73 on SP241865	Area 73A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 74 on SP241865	Area 74A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 75 on SP241865	Area 75A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 76 on SP241865	Area 76A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 77 on SP241865	Area 77A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 78 on SP241865	Area 78A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 79 on SP241865	Area 79A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 80 on SP241865	Area 80A on sheet 1 and 12 of SB2181 05 B	Private Yard
Lot 81 on SP241865	Area 81A on sheet 1 and 11 of SB2181 05 B	Private Yard
Lot 82 on SP241865	Area 82A on sheet 1 and 11 of SB2181 05 B	Private Yard
Lot 83 on SP241865	Area 83A on sheet 1 and 11 of SB2181 05 B	Private Yard
Lot 84 on SP241865	Area 84A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 85 on SP241865	Area 85A on sheet 1 and 5 of SB2181 05 B	Private Yard

Title Reference: 15538038 & 15550197 & 15157018 & 15902093 & 15806239 & 15362200

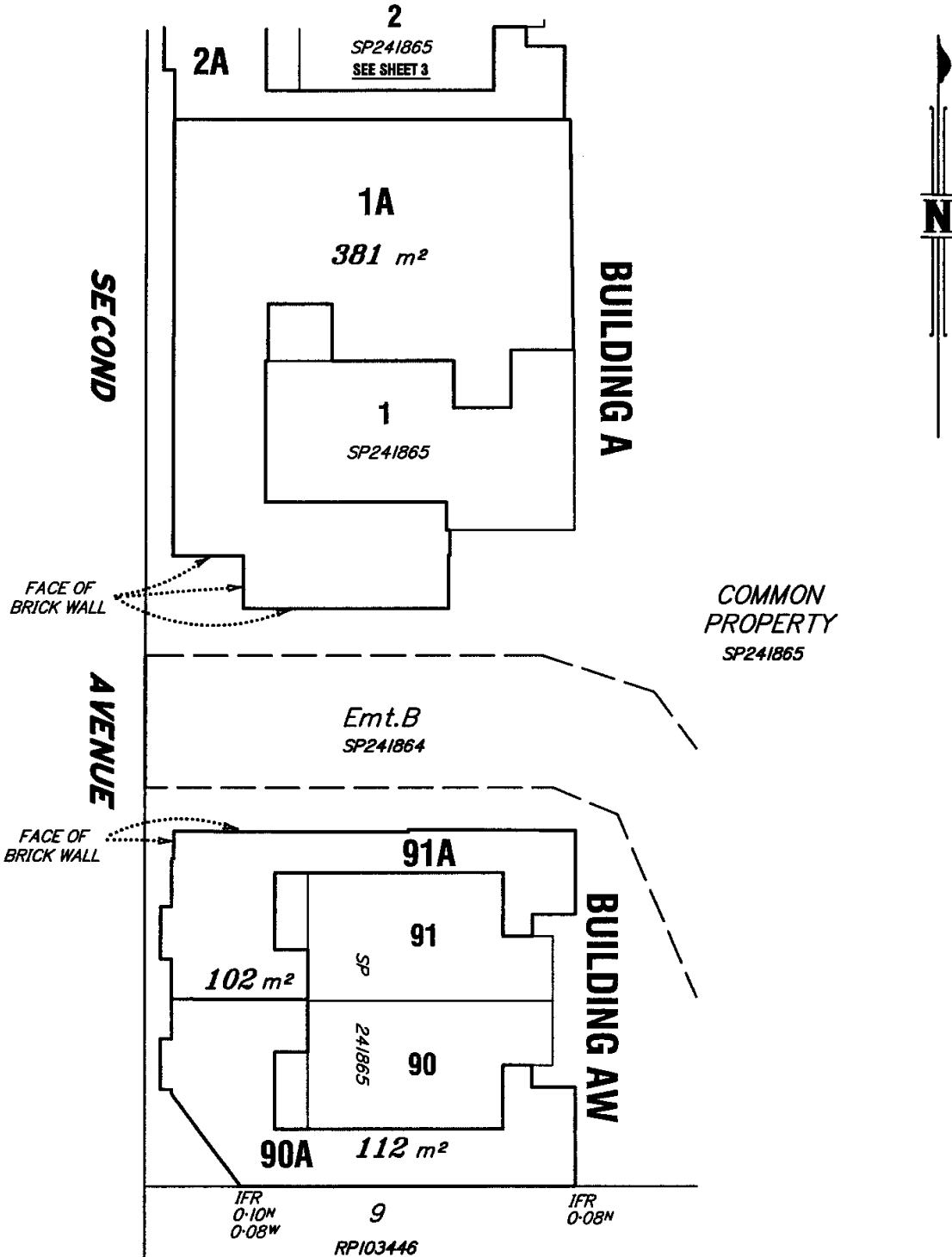
Lot 86 on SP241865	Area 86A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 87 on SP241865	Area 87A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 88 on SP241865	Area 88A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 89 on SP241865	Area 89A on sheet 1 and 5 of SB2181 05 B	Private Yard
Lot 90 on SP241865	Area 90A on sheet 1 and 2 of SB2181 05 B	Private Yard
Lot 91 on SP241865	Area 91A on sheet 1 and 2 of SB2181 05 B	Private Yard



THE APPROACH COMMUNITY TITLES SCHEME
 TITLE REFERENCES: I5538038,
 I5550197, I5157018, I5902093,
 I5806239 & I5362200.

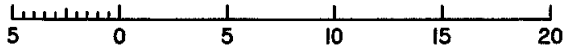
Sheet 2 of 12

PAGE 20 OF 30

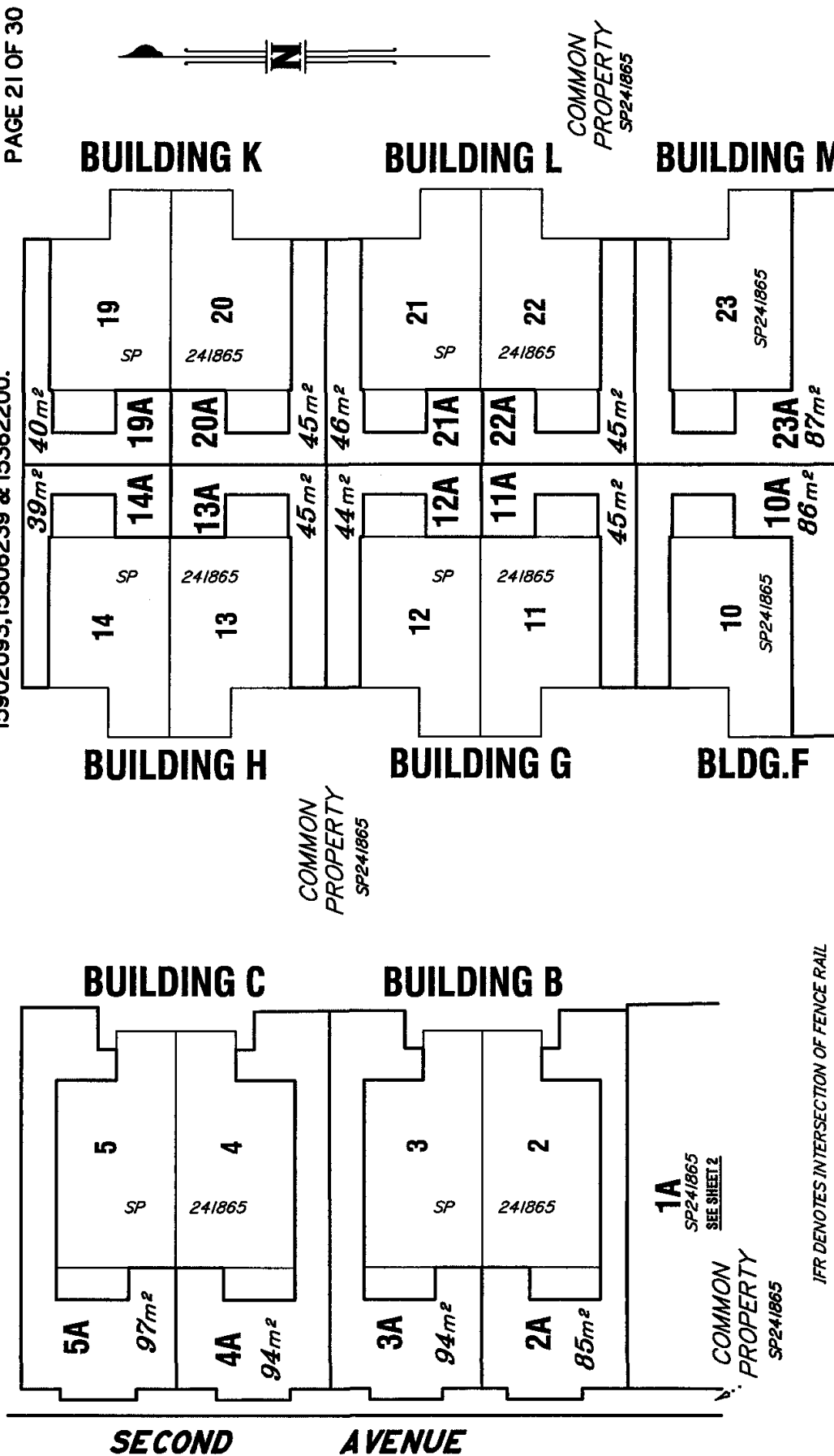


IFR DENOTES INTERSECTION OF FENCE RAIL

Scale 1:300 @ A4 - Lengths are in Metres.



SB2181_05_B



IFR DENOTES INTERSECTION OF FENCE RAIL

Scale 1:300 @ A4 - Lengths are in Metres.

CP BLDG.AX
SP241865

SB2181_05_B

THE APPROACH COMMUNITY TITLES SCHEME

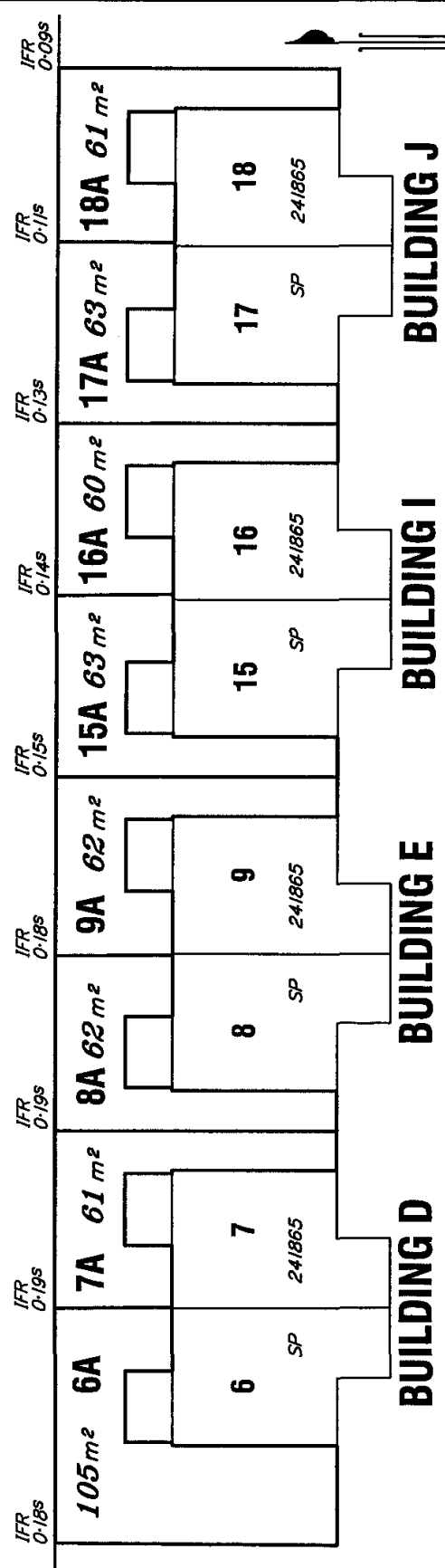
TITLE REFERENCES: 15538038,
15550197, 15157018, 15902093,
15806239 & 15362200.

PAGE 22 OF 30

5

RP103446

SECOND AVENUE



COMMON
PROPERTY
SP24/1865

IFR DENOTES INTERSECTION OF FENCE RAIL

Scale 1:300 @ A4 - Lengths are in Metres.

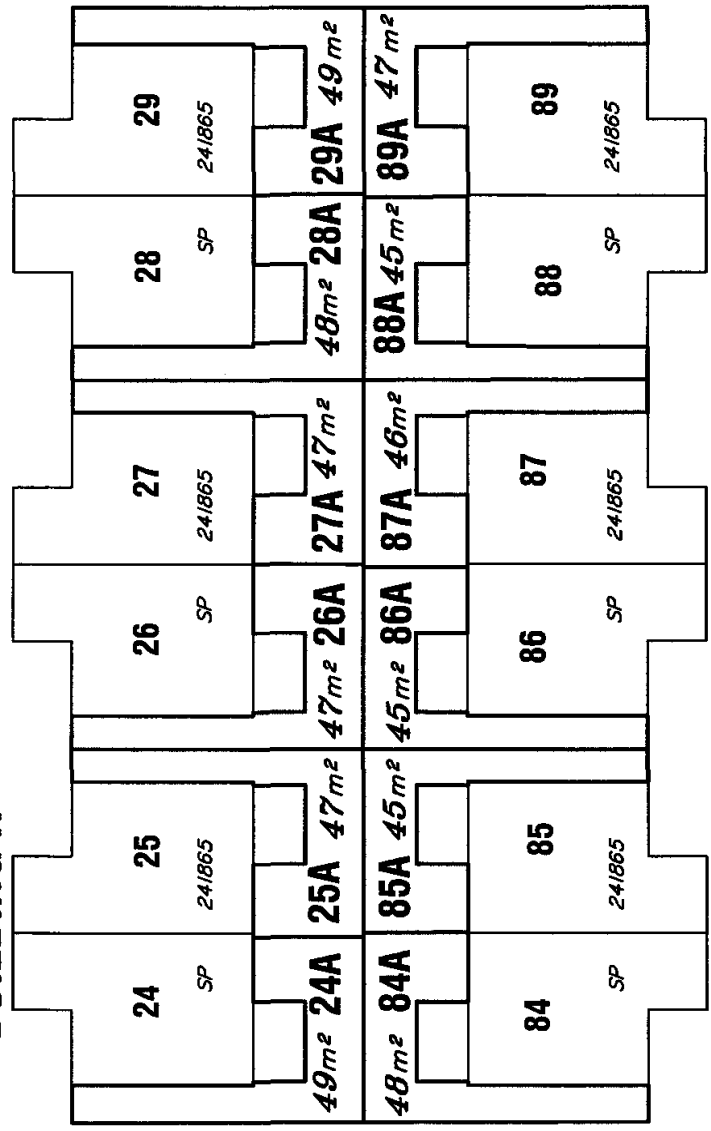


THE APPROACH COMMUNITY TITLES SCHEME

TITLE REFERENCES: I5538038,
I5550197, I5157018, I5902093,
I5806239 & I5362200.

COMMON
PROPERTY
SP24/1865

BUILDING N BUILDING O BUILDING P



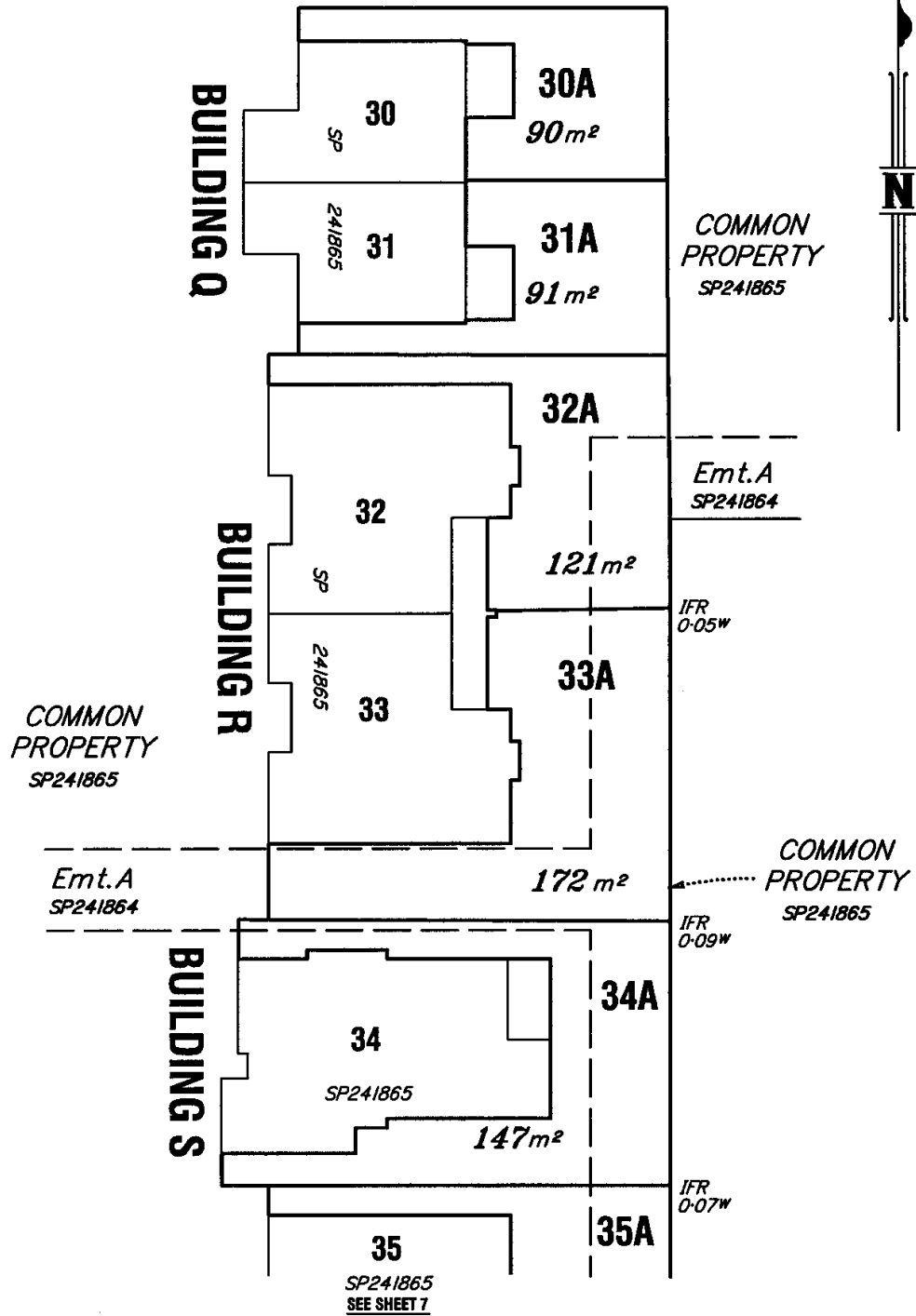
BUILDING AT BUILDING AU BUILDING AV

IFR DENOTES INTERSECTION OF FENCE RAIL

COMMON
PROPERTY
SP24/1865

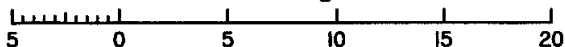
Scale 1:300 @ A4 -- Lengths are in Metres.





IFR DENOTES INTERSECTION OF FENCE RAIL

Scale 1:300 @ A4 - Lengths are in Metres.



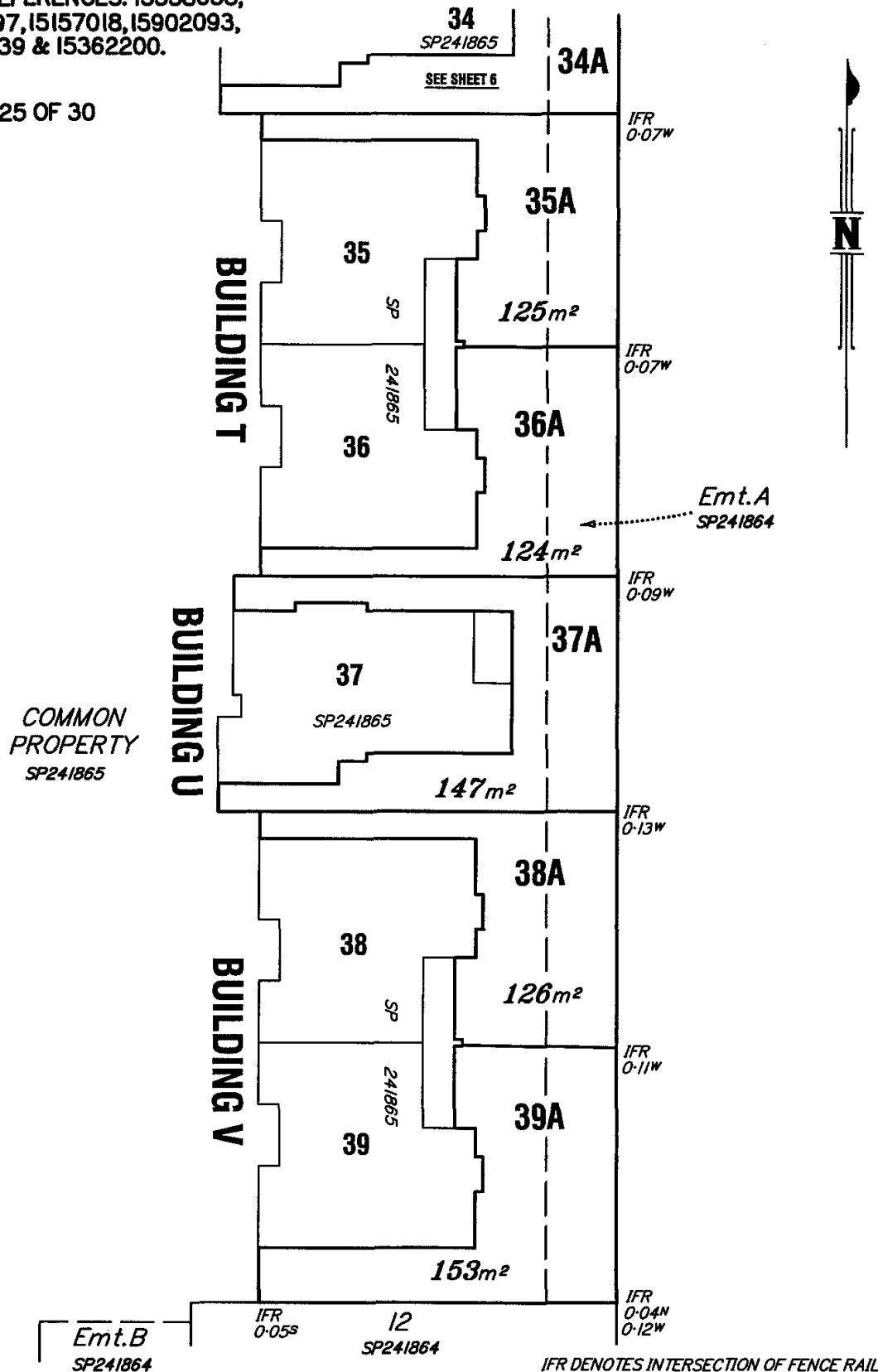
SB2181_05_B

THE APPROACH COMMUNITY TITLES SCHEME

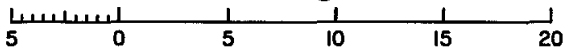
TITLE REFERENCES: I5538038,
I5550197, I5157018, I5902093,
I5806239 & I5362200.

Sheet
7 of
12

PAGE 25 OF 30



Scale 1:300 © A4 - Lengths are in Metres.



SB2181_05_B

THE APPROACH COMMUNITY TITLES SCHEME

TITLE REFERENCES: 15538038,
15550197, 15157018, 15902093,
15806239 & 15362200.

PAGE 26 OF 30

COMMON
PROPERTY
SP241865

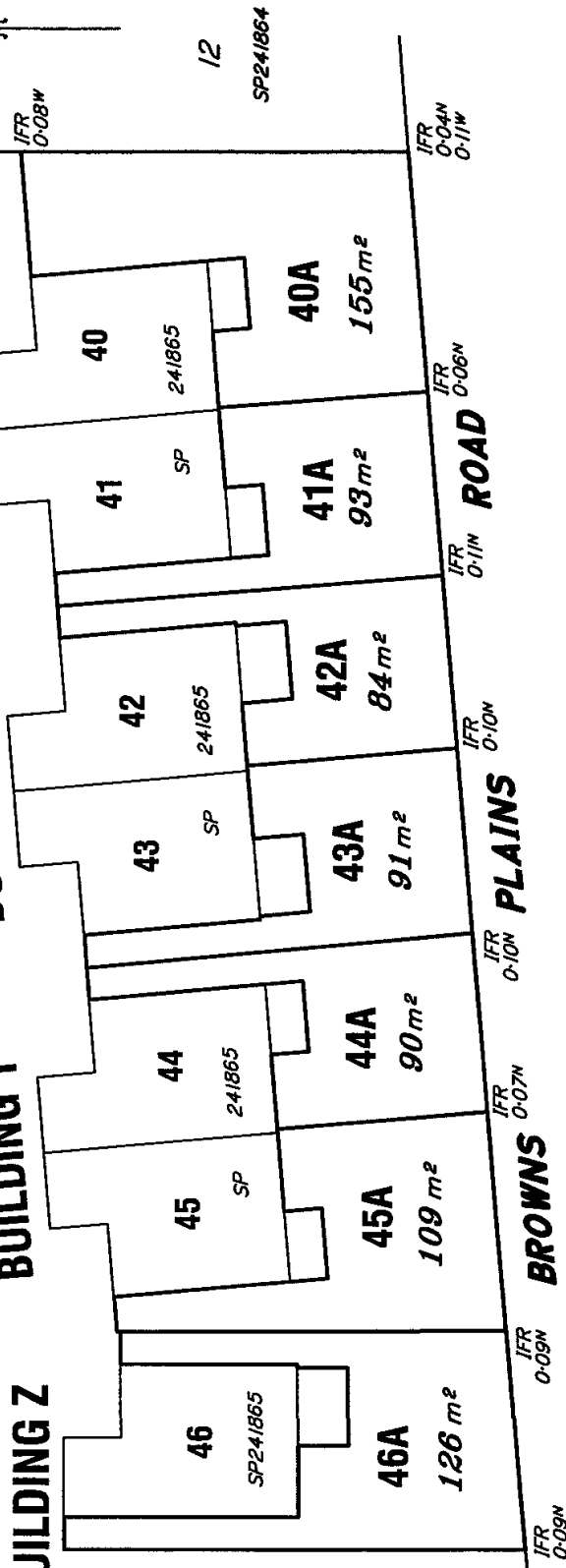
Emt.B
SP241864

BUILDING W

BUILDING X

BUILDING Y

BUILDING Z



Scale 1:300 @ A4 - Lengths are in Metres.



66A

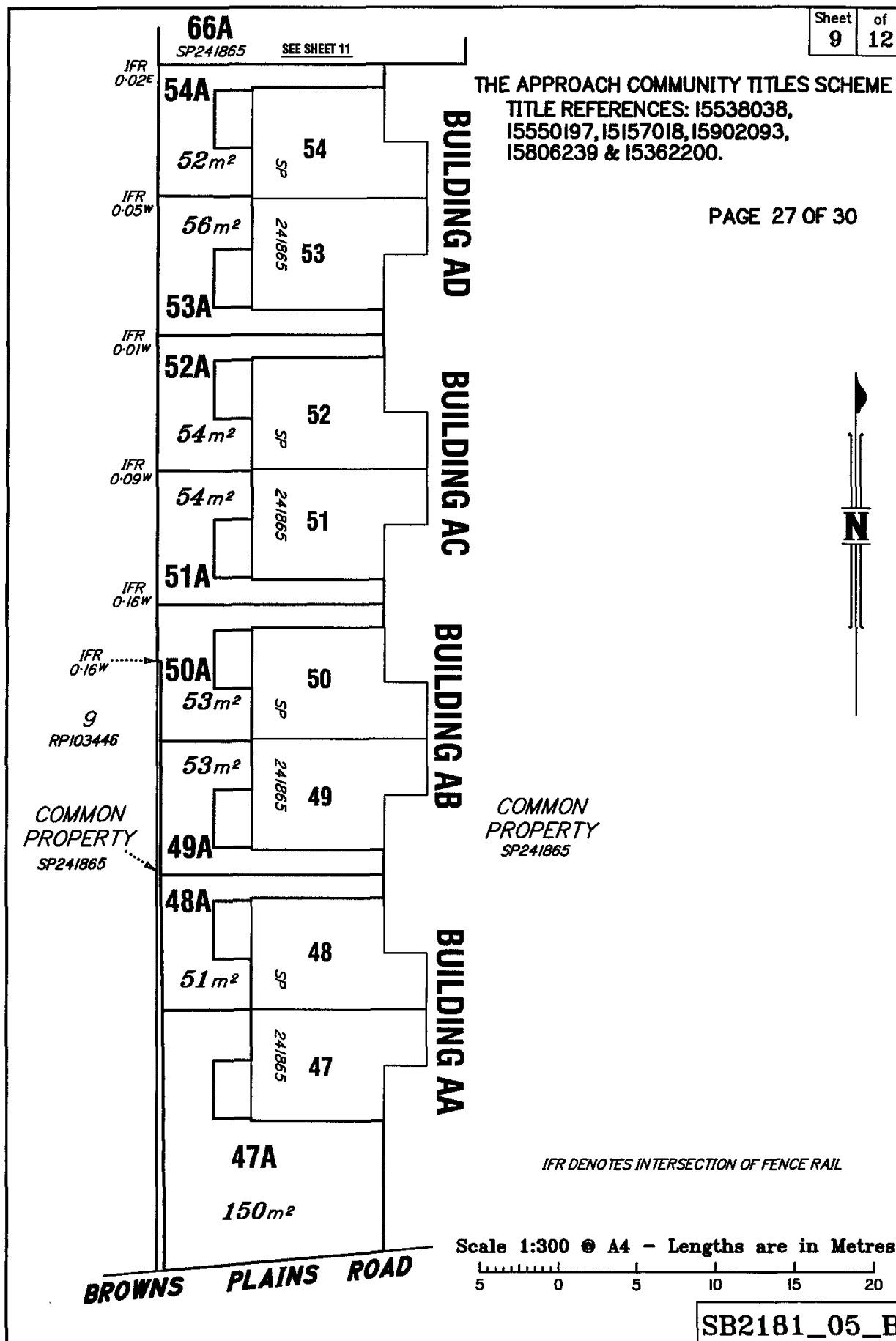
SP241865

SEE SHEET 11

THE APPROACH COMMUNITY TITLES SCHEME

TITLE REFERENCES: I5538038,
I5550197, I5157018, I5902093,
I5806239 & I5362200.

PAGE 27 OF 30



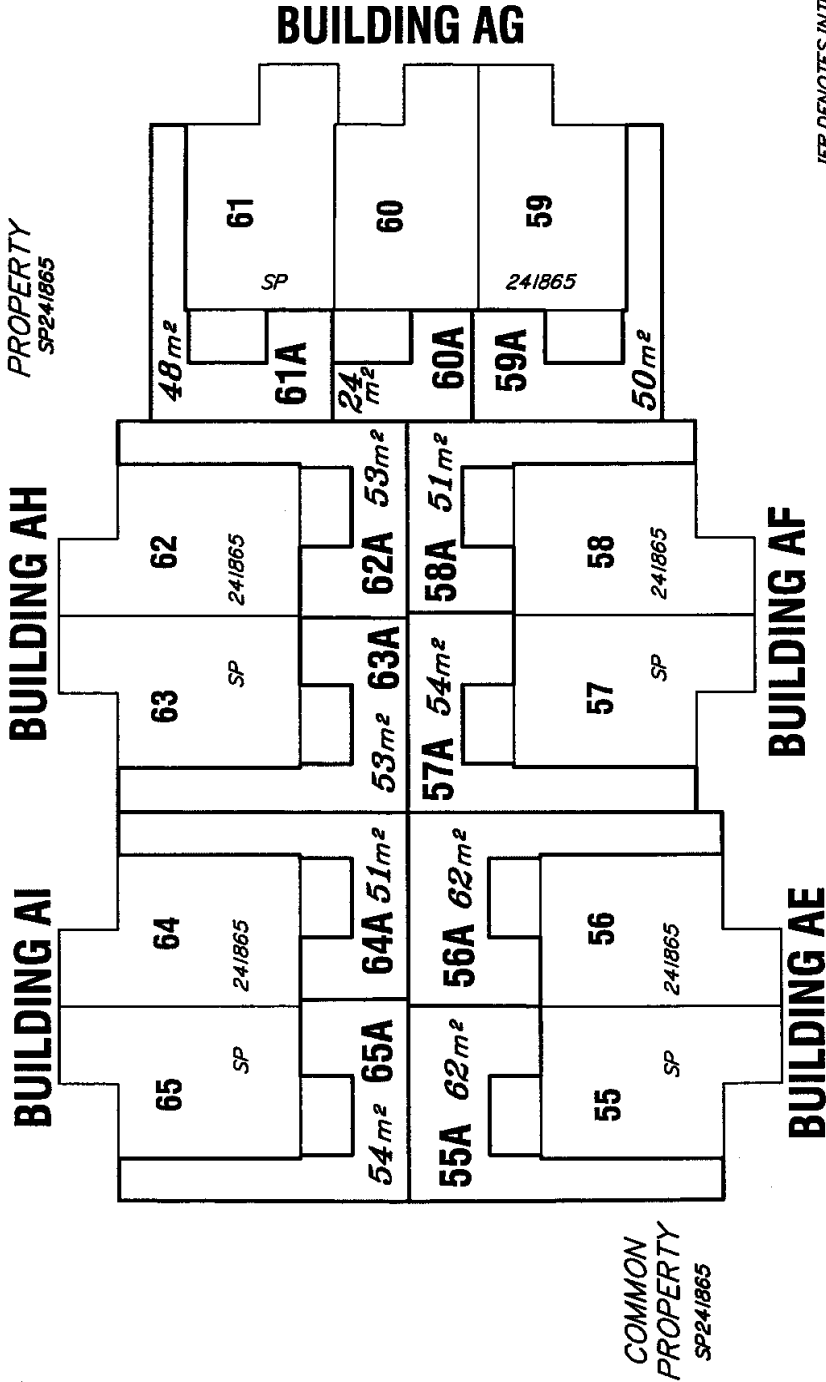
THE APPROACH COMMUNITY TITLES SCHEME

TITLE REFERENCES: 15538038,
15550197, 15157018, 15902093,
15806239 & 15362200.

PAGE 28 OF 30



COMMON
PROPERTY
SP24/1865



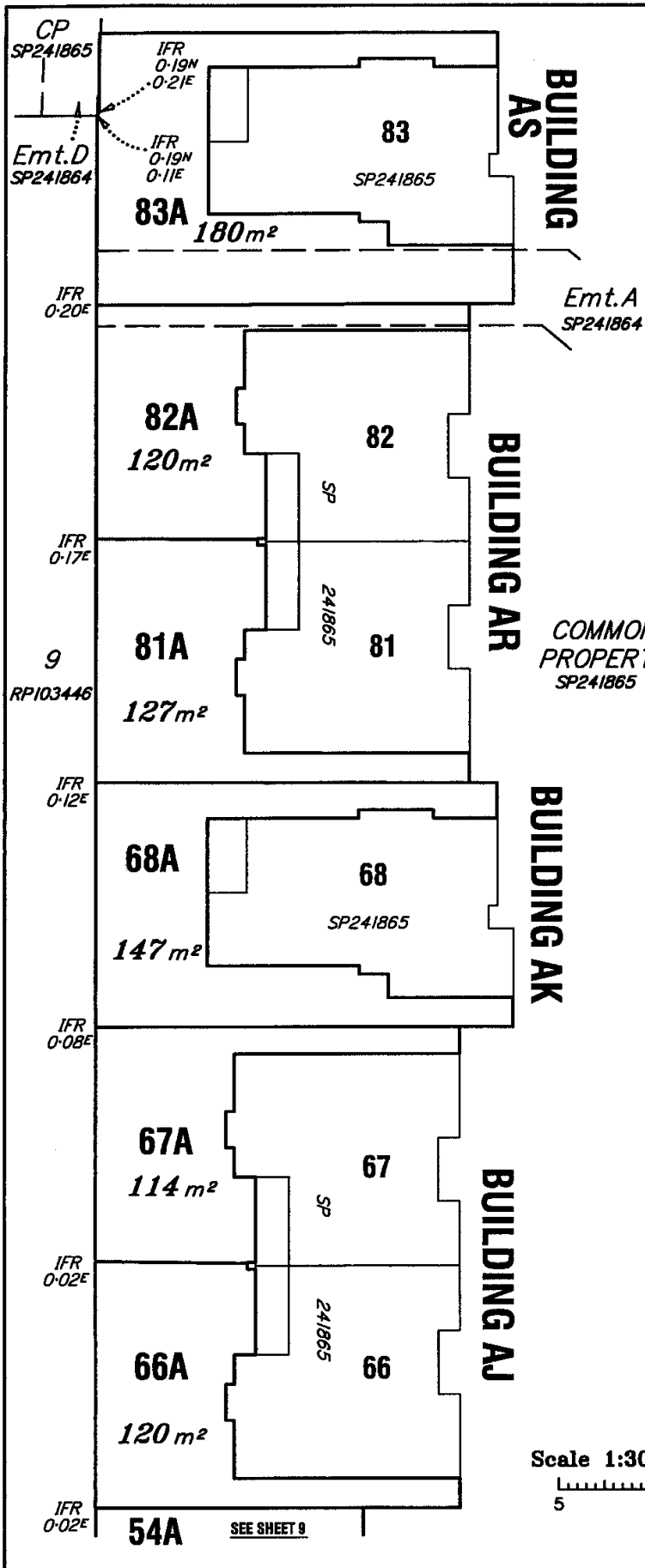
IFR DENOTES INTERSECTION OF FENCE RAIL

Scale 1:300 @ A4 - Lengths are in Metres.



THE APPROACH
COMMUNITY TITLES SCHEME
TITLE REFERENCES: I5538038,
I5550197, I5157018, I5902093,
I5806239 & I5362200.

PAGE 29 OF 30



Scale 1:300 © A4 - Lengths are in Metres.

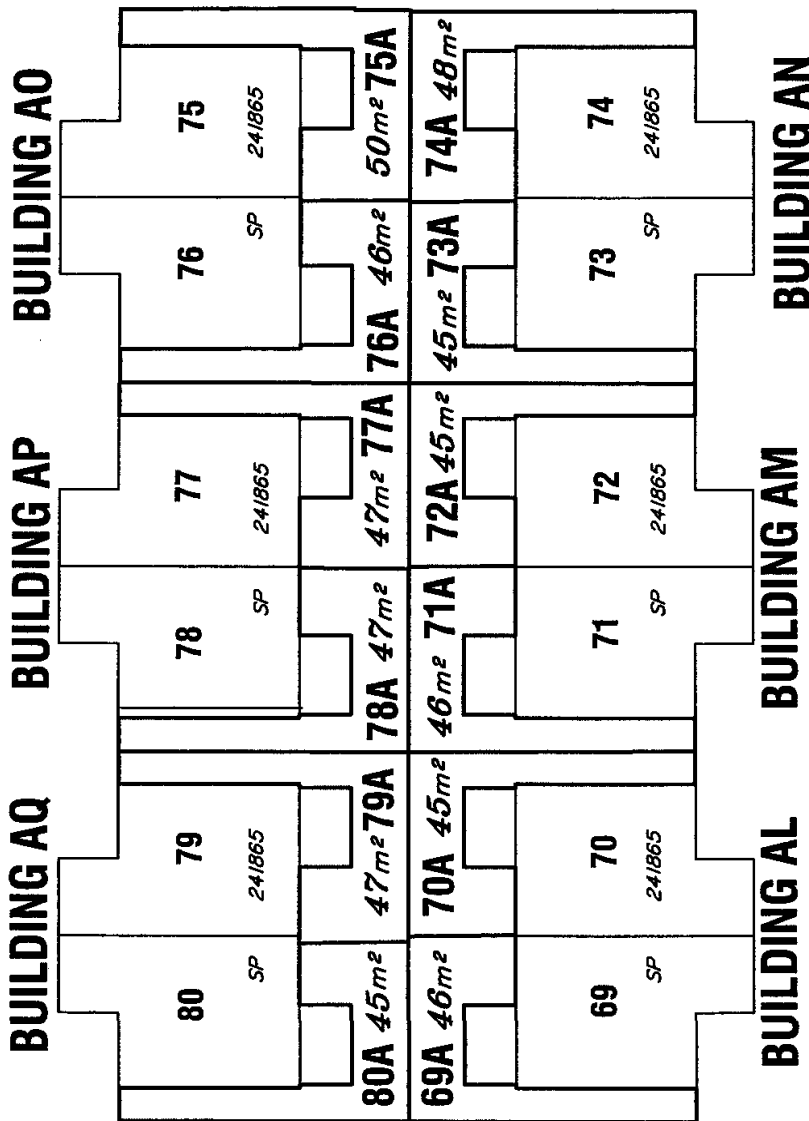


THE APPROACH COMMUNITY TITLES SCHEME

TITLE REFERENCES: I5538038,
I5550197, I5157018, I5902093,
I5806239 & I5362200.

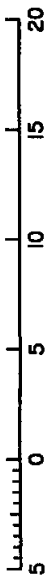
COMMON
PROPERTY
SP24/865

PAGE 30 OF 30



IFR DENOTES INTERSECTION OF FENCE RAIL

Scale 1:300 @ A4 - Lengths are in Metres.



09 September 2025

INFOTRACK PTY LTD

Ref

Fee 84.10 Paid

Although all reasonable care has been taken in preparing this certificate, it is provided in good faith based solely on the records given to BCsystems (body corporate manager) by the body corporate, as at the date of issue. The body corporate manager cannot independently verify the accuracy or completeness of records provided to it by the body corporate.

The body corporate certificate is an extract of some information about the body corporate; it should not be relied upon as a comprehensive disclosure of all matters about the body corporate that may be relevant to a buyer. The buyer receiving the certificate should obtain their own legal or professional advice about the content of the certificate.

The buyer may inspect the body corporate records for important information that is not contained in the body corporate certificate, such as information about defects in the common property; expenses for which levies have not yet been fixed, disputes, and matters raised at recent body corporate meetings.

The buyer or their solicitor should request a second certificate before settlement, to confirm current amounts owed in respect of the lot for settlement adjustment calculation. If the second certificate is ordered within 3 months after the first certificate, a lesser fee applies to it.

Buyer's solicitor: Please provide a BCCM Form 8 promptly after settlement.

BCsystems
info@bcsystems.com.au
07 38990299

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 09/09/2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

The Approach

CTS No. **43520**

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: **Stacey O'Flynn**

Phone: **07 3899 0299**

Company: **BCsystems**

Email: **info@bcsystems.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: **31**

Plan type and number: **SP241865**

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?

Yes

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

listed in the Community Management Statement

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: **10**

Total contribution schedule lot entitlements for all lots: **910**

Interest schedule

Interest schedule lot entitlement for the lot: **94**

Total interest schedule lot entitlements for all lots: **8,681**

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 **31** for the current financial year: \$ **2,747.26**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/04/25	855.61	855.61	24/03/25
01/07/25	855.61	855.61	25/06/25
01/10/25	518.02	518.02	
01/01/26	518.02	518.02	
01/04/26	605.00	605.00	
01/07/26	605.00	605.00	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$518.02**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **31** for the current financial year: \$ **1,087.40**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/04/25	143.70	143.70	24/03/25
01/07/25	143.70	143.70	25/06/25
01/10/25	400.00	400.00	
01/01/26	400.00	400.00	
01/04/26	302.20	302.20	
01/07/26	302.20	302.20	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$400.00**

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): **0** %

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**

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): **0** %

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 contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/04/25	147.11	147.11	24/03/25
Insurance	01/07/25	147.11	147.11	25/06/25
Insurance	01/10/25	151.72	151.72	
Insurance	01/01/26	151.72	151.72	
Insurance	01/04/26	164.41	164.41	
Insurance	01/07/26	164.41	164.41	

Other amounts payable by the lot owner

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

No other amounts payable for the lot.

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 \$1,069.74)	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

Current sinking fund balance (as at date of certificate): \$ 432,664.07

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

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
7 CAMERA CCTV SYSTEM	Plant and Machinery	11/05/12	Philip Usher Constructions Oz Spy	\$0.00	\$0.00	\$6,930.00
Johnson T8000 Commercial Treadmill	Plant and Machinery	28/08/12	GymCare Australia Pty Ltd 1/49 Tradelink Road HILLCREST QLD 4118	\$0.00	\$0.00	\$10,800.00
Johnson E7000 Commercial Elliptical Trainer	Plant and Machinery	28/08/12	GymCare Australia Pty Ltd 1/49 Tradelink Road HILLCREST QLD 4118	\$0.00	\$0.00	\$8,900.00
Johnson C7000 Commercial Upright Exercise Bike	Plant and Machinery	28/08/12	GymCare Australia Pty Ltd 1/49 Tradelink Road HILLCREST QLD 4118	\$0.00	\$0.00	\$3,900.00
Force HG6 Corporate Multistation	Plant and Machinery	28/08/12	GymCare Australia Pty Ltd 1/49 Tradelink Road HILLCREST QLD 4118	\$0.00	\$0.00	\$2,800.00
A/c split system	Furniture & Fittings	19/03/17	HOLIDAY AIR CONDITIONING 2/2950 Logan Road Underwood 4119	\$1,650.00	\$0.00	\$1,650.00
H2Flo chlorinator	Plant and Machinery	01/07/23	XL Pool Services	\$2,450.00	\$0.00	\$2,860.00

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	QRSC15001832	44,354,114.00	60,861.05	31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
FLOOD STRATA COMMUNITY INSURANCE	QRSC15001832	INCLUDED		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
FLOATING FLOORS STRATA COMMUNITY INSURANCE	QRSC15001832	NOT INCLUDED		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
PUBLIC LIABILITY STRATA COMMUNITY INSURANCE	QRSC15001832	20,000,000.00	Included	31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
OFFICE BEARERS LIAB STRATA COMMUNITY INSURANCE	QRSC15001832	1,000,000.00	Included	31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
COMMON AREA CONTENTS STRATA COMMUNITY INSURANCE	QRSC15001832	340,421.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
LOSS OF RENT STRATA COMMUNITY INSURANCE	QRSC15001832	6,653,117.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
FIDELITY GUARANTEE STRATA COMMUNITY INSURANCE	QRSC15001832	100,000.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
CATASTROPHE STRATA COMMUNITY INSURANCE	QRSC15001832	13,306,234.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
GOV AUDIT COSTS STRATA COMMUNITY INSURANCE	QRSC15001832	25,000.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
LOT OWNERS FIXTURES STRATA COMMUNITY INSURANCE	QRSC15001832	300,000.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
APPEAL EXPENSES STRATA COMMUNITY INSURANCE	QRSC15001832	100,000.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
LEGAL DEFENCE EXP STRATA COMMUNITY INSURANCE	QRSC15001832	50,000.00		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence
VOLUNTARY WORKERS STRATA COMMUNITY INSURANCE	QRSC15001832	INCLUDED		31/05/26	\$2,500 Insured, \$5,000 Theft/Malicious Damage \$1,000 Legal Defence

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: JSME Property Pty Ltd ACN 617 395 085

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

Yes - Name of authorised letting agent: JSME Property Pty Ltd ACN 617 395 085

Embedded network electricity supply

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

Yes

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

Body corporate authority

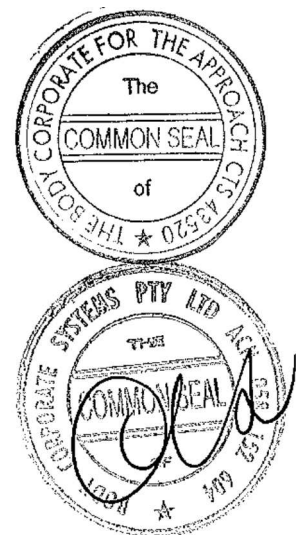
This certificate is signed and given under the authority of the body corporate.

Name/s BCsystems

Positions/s held Body Corporate Manager

Date 09/09/2025

Signature/s _____



Copies of documents given with this certificate:

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

The Approach CTS 43520

21 Second Avenue Marsden QLD 4132

BALANCE SHEET

AS AT 31 MARCH 2025

	ACTUAL 31/03/2025	ACTUAL 31/03/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	9,375.13	(15,281.07)
Sinking Fund	425,152.41	436,854.91
<u>TOTAL</u>	<u>\$ 434,527.54</u>	<u>\$ 421,573.84</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Gst On Capital	9,725.18	8,508.50
Cash At Bank	256,619.75	238,683.49
Accrued Income	2,289.69	2,295.60
B O Q Stratacash A/C 1	215,396.43	204,839.45
Prepaid Expenses	9,349.38	8,061.07
Levies Billed Not Yet Due	104,523.01	92,991.40
Levies Pre-Paid	2,453.38	601.81
Levies In Arrears	2,246.26	2,587.09
Other Arrears	1,844.78	1,854.14
Sundry Debtors	0.00	571.28
<u>NON-CURRENT ASSETS</u>		
<u>TOTAL ASSETS</u>	<u>604,447.86</u>	<u>560,993.83</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	3,995.02	1,672.17
Payg Clearing A/C	0.00	1,324.56
Creditors	9,023.50	0.00
Accrued Expenses	1,643.40	1,975.46
Levies Billed Not Yet Due	104,523.01	92,991.40
Levies Pre-Paid	2,453.38	601.81
Levies In Advance	42,577.14	35,994.18
Other Payments In Advance	5,704.87	4,860.41
<u>TOTAL LIABILITIES</u>	<u>169,920.32</u>	<u>139,419.99</u>
<u>NET ASSETS</u>	<u>\$ 434,527.54</u>	<u>\$ 421,573.84</u>

The Approach CTS 43520

21 Second Avenue Marsden QLD 4132

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	%	ACTUAL 01/04/23-31/03/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	274,799.96	274,800.00	100.00	230,000.54
Insurance Premium Reimbursemnt	50,228.00	50,230.50	100.00	43,804.09
Interest On Overdue Levies	1,213.49	0.00		1,189.12
Gst On Income	(29,548.00)	(29,548.23)	100.00	(24,891.36)
<u>TOTAL ADMIN. FUND INCOME</u>	296,693.45	295,482.27		250,102.39
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>AUDIT & TAXATION COSTS</u>				
Independent Audit Fee	1,632.40	1,643.40	99.33	1,643.40
Independent Audit File Prep	700.70	700.70	100.00	700.70
Bas Lodgement	1,012.00	1,012.00	100.00	1,001.00
Income Tax Return	220.00	220.00	100.00	220.00
<u>BANK & FINANCIAL CHARGES</u>				
Stratapay Transaction Fee	510.00	500.00	102.00	425.25
<u>UTILITIES</u>				
Electricity - Common Areas	1,087.88	5,000.00	21.76	4,786.98
Electricity Govt Rebate No Gst	(81.25)	0.00	0.00	0.00
Cold Water - Common -No Gst	24,551.02	20,000.00	122.76	19,576.66
<u>INSURANCE</u>				
Insurance Premium	50,207.02	50,230.50	99.95	43,767.99
Insurance Stamp Duty - No Gst	4,447.67	4,450.00	99.95	3,871.29
Insurance Claim Expenses	9,482.00	0.00		0.00
Insurance Claim Rec - No Gst	(7,620.00)	0.00	0.00	0.00
Insurance Excess Owner No Gst	(1,000.00)	0.00	0.00	0.00
Insurance Excess Scheme No Gst	0.00	2,000.00	0.00	2,000.00
<u>CARETAKER/BUILDING MANAGER</u>				
Caretaker Contract	166,452.48	167,560.68	99.34	172,534.64
<u>PROFESSIONAL ADVICE/FEEES</u>				
Debt Recovery	0.00	0.00	0.00	283.80
Advice - Strata Additional	3,927.70	500.00	785.54	594.00
Advice - Maintenance	0.00	44.00	0.00	44.00
<u>LICENCES & PERMITS FEE</u>				
Backflow Registration - No Gst	256.00	270.00	94.81	256.00
Software & Records Storage	2,102.10	2,102.10	100.00	2,102.10
<u>CLEANING</u>				
Cleaning - General	0.00	500.00	0.00	290.00
Cleaning - Pressure Clean	0.00	0.00	0.00	715.00
<u>PEST CONTROL</u>				
Pest Control Treatment	420.00	600.00	70.00	210.00
Termite Treatment	8,820.00	9,000.00	98.00	0.00

The Approach CTS 43520

21 Second Avenue Marsden QLD 4132

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	%	ACTUAL 01/04/23-31/03/24
<u>ELECTRICAL</u>				
R&M - Electrical General	2,178.00	500.00	435.60	682.00
<u>AIR CONDITIONING/HVAC</u>				
R&M - Air Conditioning	0.00	0.00	0.00	220.00
<u>PLUMBING</u>				
Plumbing General	990.00	500.00	198.00	827.41
Backflow Device Testing	209.00	210.00	99.52	209.00
<u>BUILDING GENERAL</u>				
R&M - Building General	(3,073.45)	2,000.00	(153.67)	1,748.16
R&M - Doors	203.50	0.00		0.00
R&M - Garage Doors	150.00	0.00		0.00
R&M - Locks/Keys	494.73	0.00		536.83
R&M - Roof/Gutters	198.00	0.00		0.00
<u>GARDENS/GROUNDS</u>				
R&M - Grounds General	1,360.24	5,500.00	24.73	5,349.96
R&M - Fencing	2,102.00	500.00	420.40	704.00
R&M - Mowing/Lawn	0.00	0.00	0.00	675.00
<u>EQUIPMENT/FURNITURE</u>				
R&M - Equipment	813.00	500.00	162.60	416.10
R&M - Gym Equipment	0.00	300.00	0.00	308.00
<u>POOL/SPA</u>				
Pool Maintenance	375.00	500.00	75.00	815.99
Pool/Spa Chemical	2,343.99	4,000.00	58.60	3,922.40
<u>IT/COMMUNICATION</u>				
Internet Connection	0.00	0.00	0.00	737.67
<u>BODY CORPORATE MANAGEMENT</u>				
Fixed Price -Management Time	14,930.04	14,378.00	103.84	16,889.59
Fixed Price - Disbursements	6,507.29	6,593.96	98.69	6,401.91
Variable Disbursements	338.45	0.00		618.57
<u>GST</u>				
Gst On Expenses	(25,210.26)	(25,008.72)	100.81	(24,510.50)
<u>TOTAL ADMIN. EXPENDITURE</u>	272,037.25	276,806.62		271,574.90
<u>SURPLUS / DEFICIT</u>	\$ 24,656.20	\$ 18,675.65		\$ (21,472.51)
Opening Admin. Balance	(15,281.07)	(15,281.07)	100.00	6,191.44
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 9,375.13	\$ 3,394.58		\$ (15,281.07)

The Approach CTS 43520

21 Second Avenue Marsden QLD 4132

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	%	ACTUAL 01/04/23-31/03/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	70,000.77	70,000.00	100.00	99,999.87
<u>INTEREST</u>				
Interest Received	10,556.98	0.00		4,839.45
Accrued Interest	(5.91)	0.00	0.00	2,295.60
Gst On Income	(6,363.72)	(6,363.64)	100.00	(9,090.90)
<u>TOTAL SINKING FUND INCOME</u>	74,188.12	63,636.36		98,044.02
<u>EXPENDITURE - SINKING FUND</u>				
<u>ELECTRICAL</u>				
Electrical General	9,221.30	0.00		1,320.00
Electrical - Meters	5,005.00	0.00		0.00
<u>PLUMBING</u>				
Plumbing - General	0.00	0.00	0.00	1,305.70
Plumbing - Leak Detection	800.00	0.00		0.00
<u>BUILDING</u>				
Building General	6,422.88	20,000.00	32.11	1,283.96
Lock/Keys	2,528.24	0.00		0.00
Windows	1,300.00	0.00		0.00
<u>GARDENS/GROUNDS</u>				
Grounds General	0.00	15,000.00	0.00	0.00
Fencing/Gates	39,278.00	10,000.00	392.78	2,688.29
Gardens - Mulching	25,929.20	0.00		0.00
Gardens - Tree Work	2,640.00	0.00		0.00
<u>FACILITIES/EQUIPMENT</u>				
Equipment	0.00	0.00	0.00	1,916.00
<u>POOL/SPA</u>				
Pool - Equipment	0.00	20,000.00	0.00	10,114.30
Pool - Resurfacing	2,354.85	0.00		0.00
<u>TAXATION</u>				
Payg Instalment Tax	0.00	0.00	0.00	1,324.56
Payg Instalment Tax Adjustment	(1,324.56)	0.00	0.00	0.00
<u>GST</u>				
Gst On Expenses	(8,264.29)	(5,909.09)	139.86	(1,649.84)
<u>TOTAL SINK. FUND EXPENDITURE</u>	85,890.62	59,090.91		18,302.97
<u>SURPLUS / DEFICIT</u>	\$ (11,702.50)	\$ 4,545.45		\$ 79,741.05
Opening Sinking Fund Balance	436,854.91	436,854.91	100.00	357,113.86
<u>SINKING FUND BALANCE</u>	\$ 425,152.41	\$ 441,400.36		\$ 436,854.91

Details of improvements to common property that the lot owner is responsible for

The prospective purchaser of the lot will automatically become responsible for any improvements to common property that were made by the current or previous owner/s of that lot.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot. The responsibility for an improvement always rests with the current owner of the lot.

Example of an improvement to common property by a lot owner:

In a building format plan townhouse scheme, Lot 1 requests approval to install an awning over their front entry door, so they can be protected from rain as they unlock their front door. The body corporate approves this request, but the installation is made by Lot 1 at their own cost.

The installation of the awning is technically located on the common property (being on the exterior of the lot). Had that awning been original to the development, it would have been a body corporate obligation to maintain it based on its location on common property.

However, as it is an 'improvement to common property' made by Lot 1 for their own benefit, that awning will forever be the maintenance responsibility of Lot 1. If Lot 1 sells, the future owner of Lot 1 will inherit the responsibility.

The following information is provided by the Queensland Government:

An owner can make an improvement to common property if approved by the committee or the body corporate at a general meeting.

The committee can approve an improvement by an owner if the:

- *total cost is less than \$3,000*
- *improvement does not detract from the appearance of a lot*
- *body corporate is satisfied that the use and enjoyment of the improvement is not likely to be a breach of the owner's duties as an occupier (e.g. by causing a nuisance to others in the scheme).*

If the committee cannot approve the work it must be authorised by ordinary resolution at a general meeting.

The owner must:

- *comply with any conditions of approval, and*
- *maintain the improvement.*

When an improvement is made to the common property by a lot owner they must give the body corporate details of the type of work and value of the improvement.

If the improvement increases the body corporate's insurance premium, the owner may have to pay the extra.

From <<https://www.qld.gov.au/law/housing-and-neighbours/body-corporate/maintenance/improvements>>

How to identify a specific obligation

Improvements to common property include both:

- *Authorised improvements* (being approved at either a committee meeting or general meeting; AND
- *Unauthorised improvements* (i.e. improvements made without approval).

As improvements may have been made without obtaining the body corporate's approval (*unauthorised improvements*), the absence of approval records does not guarantee that the thing is an original part of the common property.

Common examples of improvements:

The following are common examples of improvements made to common property by and for the benefit of a lot:

- Air-conditioner condensers situated on the exterior of a building
- Private (non-shared) hot water systems
- Additional door locks, electronic locks, peep-holes,
- Security screen doors, flyscreens or insect screens
- External shutters and blinds on windows, or on balconies or patios
- Solar panels and associated equipment
- Security cameras, electronic doorbells
- Motors on garage roller doors and tilt doors (where the original construction was manually operated doors)
- Internet cabling, TV antenna, satellite dish
- Enhanced or new areas of garden directly adjacent to the lot
- Changes to the exterior ground surface - Pavers, pathways, gravel, garden beds, fencing
- Changes to any patio, terrace, courtyard area which is subject to an exclusive use by-law
- Garden sheds
- Carports and carport slabs
- Window awnings

Historical improvements

Improvements may have been made at any time from the original construction, to the current date. In older schemes, improvements may have been made over a very long period of time. The responsibility to maintain those aged improvements still transfers to the current owner of the lot, though they may be more difficult to identify with certainty.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot.

Improvement as a 'removal' of something

The *removal* of something may also be an 'improvement' for which a lot owner is responsible.

If for example a lot owner requested permission to remove some lattice or fencing from common property to improve the view out of their window, then a subsequent owner of that lot could not expect the body corporate to reinstate that lattice or fencing later.

If the reinstatement of the lattice or fencing was required later, that would be a cost for the owner of lot which originally had it removed.

Further right to information

A prospective purchaser is eligible to inspect the full records of the body corporate for a minor statutory cost. The buyer may inspect personally, or may appoint an agent to inspect the records on their behalf.

A full records inspection may identify the relevant minutes of the meeting at which an improvement was approved (if it is an authorised improvement), or may identify other correspondence or records identifying improvements for which the lot owner is responsible to maintain.

THE APPROACH CTS 43520

Lot Improvements

Account No	Name	Details
02100031	Simon Kembo	12/09/2024 - 4 layer brick wall on edge of slab at the front of the lot. conditions supplied. 03/11/2021 Blanket Approval - Air on - Conditions supplied.