

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: _____
Cornelius Hendrik Grobler

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____
Hester Marie Grobler

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: **4114**

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____
NGU Logan PTY Ltd T/A NGU REAL ESTATE LOGAN

ABN: **22 683 226 360** LICENCE NO: **4837756**

ADDRESS: **497 Kingston Road**

SUBURB: **Kingston** STATE: **QLD** POSTCODE: _____

PHONE: **07 3462 2870** MOBILE: **0481 815 815** EMAIL: **rachel.h@ngurealestate.com.au**

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____
Stanford Legal

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: **(07) 3703 1801** MOBILE: _____ EMAIL: **property@stanfordlegal.au**

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

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

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BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY**LOT:** ADDRESS: 45/57 Station Road

SUBURB: Bethania STATE: QLD POSTCODE: 4205

DESCRIPTION: LOT: 45 PLAN: SP287602 AREA: 153 sqm ← more or lessTITLE REFERENCE: 51189969 SOLD AS: ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.**Present Use:** RESIDENTIAL**Local Government:** LOGAN CITY**Excluded Fixtures:** NIL ■ attach annexure for additional space**Included Chattels:** NIL ■ attach annexure for additional space**PRICE****Cyber Warning**

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

PURCHASE \$
PRICE: _____**DEPOSIT:**
Initial Deposit \$ _____

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

Two Business Days From Contract Date

Balance Deposit \$ _____
(if any)payable on: Two Business Days From Satisfaction
Of Finance Condition Of This Contract**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:	NGU Logan PTY LTD
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)

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SETTLEMENT

SETTLEMENT DATE: DAYS FROM CONTRACT DATE

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

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

GST

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

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- ☒ No
☐ Yes

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

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

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

(select whichever is applicable)

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

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

LAND TAX

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

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

[select one]

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

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

CONDITIONS

FINANCE

Finance Amount: \$ SUFFICIENT TO COMPLETE PURCHASE

Financier: FINANCIER OF BUYERS CHOICE

Finance Date:

DAYS FROM CONTRACT DATE

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: DAYS FROM CONTRACT DATE

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

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

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

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

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

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

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

TENANCIES:

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

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

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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

- ☐ No
☒ Yes

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

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

11 March 2025

TREE ORDERS AND APPLICATIONS:

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

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

- ☒ No
☐ Yes

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

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

POOL SAFETY

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

- ☒ No
☐ Yes

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

- ☐ No
☐ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

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

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

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

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

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

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

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

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

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

- | | |
|--|-------------------------------|
| (a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))* | REFER TO DISCLOSURE STATEMENT |
| (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))* | REFER TO DISCLOSURE STATEMENT |
| (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))* | REFER TO DISCLOSURE STATEMENT |
| (d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a)) | REFER TO DISCLOSURE STATEMENT |
| (e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))* | REFER TO DISCLOSURE STATEMENT |
| (f) Outstanding by-law contravention notices (clause 12.9(1)(c))* | REFER TO DISCLOSURE STATEMENT |
| (g) Proposed Body Corporate resolutions (clause 12.10)* | REFER TO 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)) | REFER TO DISCLOSURE STATEMENT |
| (b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))* | REFER TO DISCLOSURE STATEMENT |
| (c) Outstanding by-law contravention notices (clause 13.9(1)(c))* | REFER TO DISCLOSURE STATEMENT |
| (d) Proposed Body Corporate resolutions (clause 13.10)* | REFER TO 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 13.3 does not apply.

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

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SPECIAL CONDITIONS

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

SIGNATURES

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

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

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

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

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

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

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

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

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TERMS OF CONTRACT
FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

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

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

2. DEPOSIT

2.1 Payment of Deposit

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

2.2 Investment of Deposit

If:

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

2.3 Entitlement to Deposit and Interest

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

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

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

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

3.2 Foreign Residents Capital Gains Tax Withholding

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

3.3 GST Withholding

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

3.4 Adjustments

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

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

3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

3.6 Rent

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

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

4. CONDITIONS

4.1 Finance

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

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

4.2 Building and Pest Inspection

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

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

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

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

5.3 Place for Settlement

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

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

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

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

5.6 Assignment of Covenants and Warranties

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

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

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
- under section 79, 80 or 81 of the *Property Law Act 2023*;
 - under clause 6.3; or
 - 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:
- the Settlement is an Electronic Settlement;
 - 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;
 - any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - the Settlement Date has not previously been extended under this clause 6.3,

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- 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:
- 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;
 - 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;
 - 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;
 - there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - 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:

- 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;
 - if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - 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:
- the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
 - 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:
- there is an error in the boundaries or area of the Lot;
 - there is an encroachment by structures onto or from the Lot;
 - 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
 - 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:
- immaterial; or
 - material, but the Buyer elects to complete this contract,
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

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

7.7 Property Adversely Affected

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

7.8 Effect of Pre-Contract Disclosure

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

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

7.9 Compliant Smoke Alarms

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

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GST

10.1 Definitions

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

10.2 No GST is payable or Purchase Price includes GST

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

10.3 Purchase Price Does Not Include GST

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

10.4 Margin Scheme

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

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

10.5 Going Concern

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

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

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

10.6 Farm Land

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

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

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

10.7 Adjustments

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

10.8 Tax Invoice

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

10.9 Remedies

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

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

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

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

11.4 Electronic Signing

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

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

11.5 Pre-contract Disclosure

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

11.6 Business Days

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

11.7 Rights After Settlement

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

11.8 Further Acts

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

11.9 Severance

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

11.10 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Acts and Regulations

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

(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

11.11 Counterparts

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

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

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

12.2 Additional Definitions

- (1) The following additional definitions apply:

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

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

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

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

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

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

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

12.3 Body Corporate Records Inspection

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

12.4 Adjustment of Land Tax

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

12.5 Body Corporate Debts

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

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

12.6 Notice of purchase to Body Corporate

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

12.7 Title

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

12.8 Encumbrances

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

12.9 Seller's Additional Warranties

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

12.10 Body Corporate Meetings

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

12.11 Property Adversely Affected

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

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

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

13.2 Additional Definitions

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

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

13.3 Body Corporate Records Inspection

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

13.4 Adjustment of Land Tax

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

13.5 Body Corporate Debts

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

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

13.6 Section 53 Notices

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

13.7 Title

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

13.8 Encumbrances

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

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

13.9 Seller’s Additional Warranties

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

13.10 Body Corporate Meetings

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

13.11 Property Adversely Affected

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

Tenancies Schedule

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

TENANT

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

NAME/S:

Dustin Arbuthnot and Zeranya Tai

TERM AND OPTIONS: Fixed

STARTING DATE OF TERM:

11 March 2025

ENDING DATE OF TERM:

16 March 2026

RENT:

\$ 550 per week

BOND:

\$ 2200

NAME/S:

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

\$

BOND:

\$

MANAGING AGENT

AGENCY: Luckfield Realty Pty Ltd

PROPERTY MANAGER: Cathy Liu

ADDRESS: 1/57 Station Road

SUBURB: Bethania

STATE: QLD

POSTCODE: 4205

PHONE: 0426 622 981

EMAIL: pm1@luckfield.com.au

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	Cornelius Hendrik Grobler and Hester Marie Grobler
Property address (referred to as the “property” in this statement)	45/57 Station Road Bethania QLD 4205
Lot on plan description	Lot 45 on SP287602

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

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

Title details	The seller gives or has given the buyer the following— A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes A copy of the plan of survey registered for the property. ☒ Yes
---------------	---

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☒ Yes ☐ No to affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: Start = 11.03.25 End = 16.03.26 » the amount of rent and bond payable: Rent = \$550.00 p/w Bond = \$2,200.00 » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows: Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> See attached BYDA Report dated 02.10.25
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 11.03.25 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>: Low Density Residential		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No		
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No		
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

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

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: \$703.98 Date Range: 01.07.25 - 30.09.25
	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. ☐

****** 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: \$436.68	Date Range: 01.07.25 - 30.09.25
OR	
There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:	
Amount: Insert estimated amount	Date Range: Insert date range

Property Law Act 2023: Seller Disclosure Statement | FORM 2

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below)	☒ Yes	☐ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	☒ Yes	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☒ Yes	☐ No ☐ Yes
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	☐ Yes	☒ No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	☐ Yes	☐ No ☐ Yes

Signatures – SELLER

DocuSigned by:
Cornelius Grobler
A6164BB86D2C4C4...
Signature of seller

Signed by:
[Signature]
2D83B7172E214CD...
Signature of seller

Cornelius Grobler
Name of seller

Hester Marie Grobler
Name of seller

7/10/2025
Date

7/10/2025
Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53539586
Search Date: 30/09/2025 09:43
Title Reference: 51189969
Date Created: 17/07/2019

Previous Title: 51183451

REGISTERED OWNER		Interest
Dealing No: 719627022 18/09/2019		
CORNELIUS HENDRIK GROBLER	TENANTS IN COMMON	99/100
HESTER MARIE GROBLER	TENANTS IN COMMON	1/100
AS TENANTS IN COMMON		

ESTATE AND LAND

Estate in Fee Simple

LOT 45 SURVEY PLAN 287602
Local Government: LOGAN
COMMUNITY MANAGEMENT STATEMENT 51014

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 10033121 (POR 15)
2. MORTGAGE No 722134609 28/11/2022 at 11:36
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005 357 522

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 4

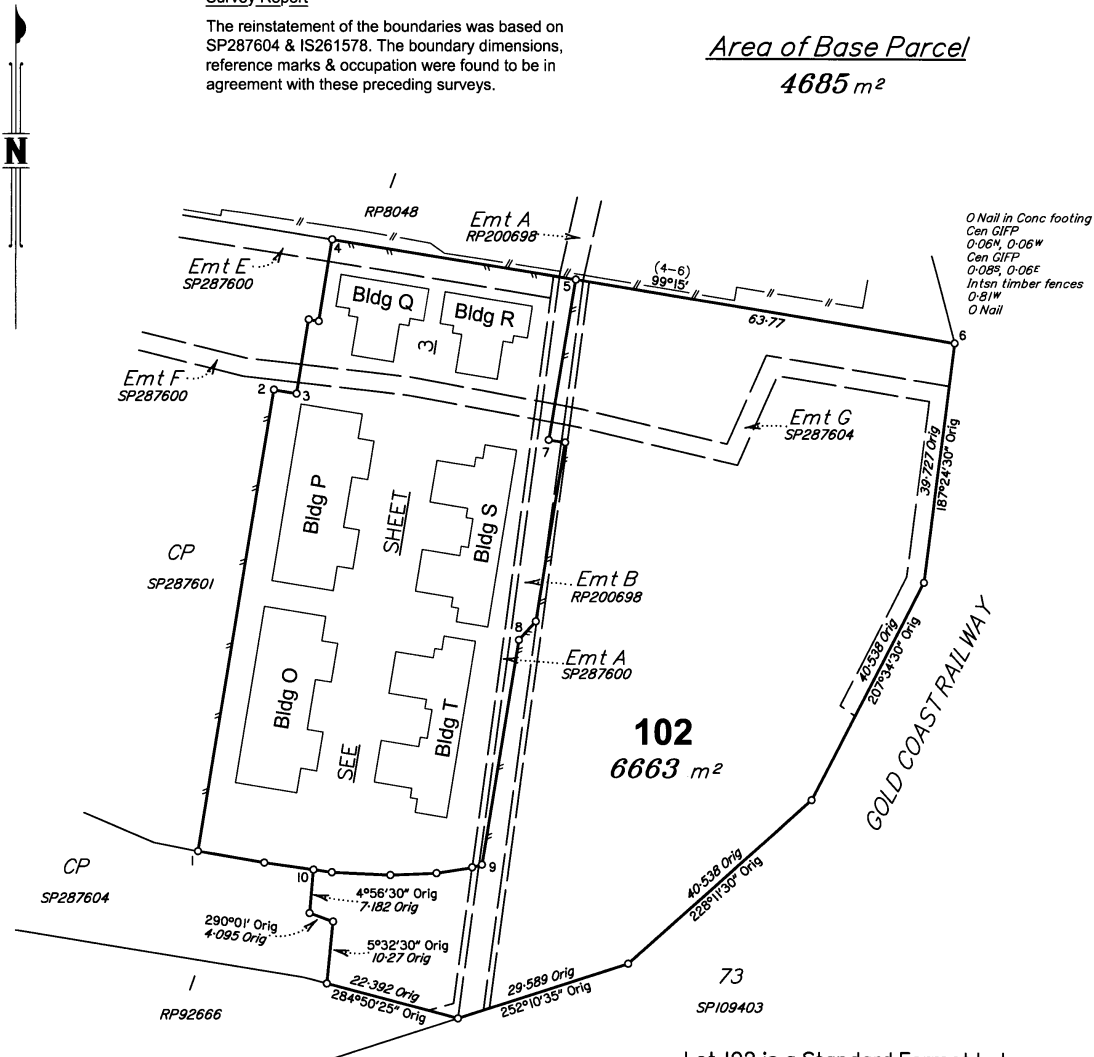
SURVEY PLAN

Sheet 1 of 5

Survey Report

The reinstatement of the boundaries was based on SP287604 & IS261578. The boundary dimensions, reference marks & occupation were found to be in agreement with these preceding surveys.

Area of Base Parcel
4685 m²



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O Screw in Kb	7/SP287604	287°46'15"	15.412
2	O Screw in Conc	7/SP287601	273°17'	26.419
6	O Nail in Conc	11/IS261578	96°42'	5.364
9	Nail in Conc		284°59'45"	18.074

Lot 102 is a Standard Format Lot.

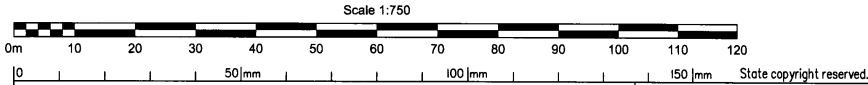
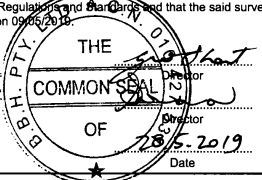
Original information compiled from
SP287604 in the Department of Natural
Resources, Mines and Energy.

Peg placed at all new corners,
unless otherwise stated.

Buildings O-T are Two Storey Buildings

For Building Connections Table, See Sheet 3

B.B.H. PTY. LTD. (ACN 010 427 531) (trading as Bennett and Bennett Group) hereby certify that the land comprised in this plan was surveyed by the corporation, by Benjamin Llewellyn Rhys Blackburn, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Wayne Anthony Hayes, 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 that the said survey was completed on 09/05/2019.



Plan of Lots 42-61, 102 & Common Property

Cancelling Lot 104 on SP287604

LOCAL GOVERNMENT:
LOGAN CITY COUNCIL

LOCALITY:
BETHANIA

Meridian: MGA Zone 56 ide IS261578

Survey Records: No

Scale: 1:750
Format: BUILDING



SP287602

Bennett + Bennett (MOL) 151623_025_BPT.DWG LEW 15/05/2019

Initial DS
[Signature]

Land Title Act 1994 ; Land Act 1994
Form 21B Version 1**719509123****BE 400 NT**\$2504.00
11/07/2019 14:33**WARNING : Folded or Mutilated Plans will not be accepted.**
Plans may be rolled.
Information may not be placed in the outer margins.Sheet
2 of
5

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We **57 STATION ROAD PTY LTD****A.C.N. 608 769 464****TRUSTEE UNDER INSTRUMENT****717497147**

(Names in full)

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

* as Lessees of this land agree to this plan:

Signature of *Registered Owners *Lessees **57 Station Road Pty Ltd ACN
608 769 464 by its duly
constituted attorney James
Robert Lalor pursuant to
Power of Attorney
no. 718258379.**

* Rule out whichever is inapplicable

2. Planning Body Approval.

Logan City Council

*

hereby approves this plan in accordance with the:

%

Planning Act 2016Dated this **Second** day of **July 2019**# Delegated Officer under
Delegated Authority**Steve Kinsela**# Minute No: **275/2014**

* Insert the name of the Planning Body.

% Insert applicable approving legislation.

Insert designation of signatory or delegation

3. Plans with Community Management Statement:

CMS Number: **51014**Name: **SOVEREIGN VILLAS**

4. References:

Dept File:

Local Govt: **1133418-1**Surveyor: **151623**

6. Existing

Created

Title Reference	Description	New Lots	Road	Secondary Interests
51183451	Lot 104 on SP287604	42-61, 102 & CP		

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
719015060	42-61 & 102	

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
602045284	102 & CP
718489098 (Emt A on SP287600)	102 & CP
718489098 (Emt E on SP287600)	CP
719382499	102 & CP

Development Approval: 30/6/2016

9. Building Format Plans only.

I certify that:

* As far as it is practical to determine, no part
of the building shown on this plan encroaches
onto adjoining lots or road;~~* Part of the building shown on this plan
encroaches onto adjoining lots and road~~ **20/5/19**
Cadastral Surveyor/Director * Date
* delete words not required

10. Lodgement Fees:

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

11. Insert
Plan
Number**SP287602**

42-61, 102 & CP

Por 15

Lots

Orig

7. Orig Grant Allocation:

8. Passed & Endorsed:

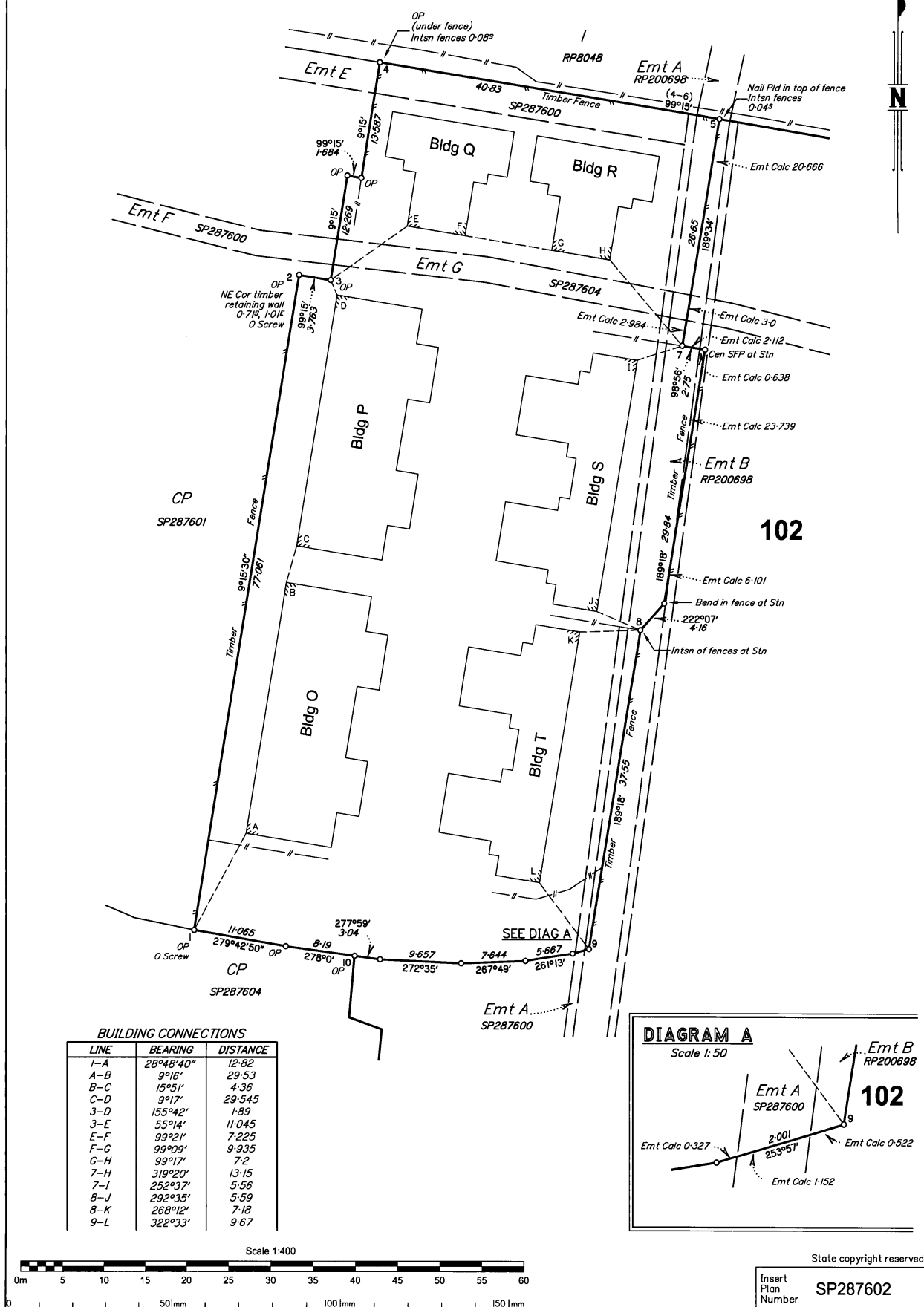
By: **B.B.H PTY LTD ACN 010 427 531**Date: **20/5/19**Signed: Designation: **Cadastral Surveyor/Director**

Bennett + Bennett (MOL) 151623_025_BFP.DWG NEW 15/05/2019

Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet
3 of
5



Bennett + Bennett (NO.) 151623_025_BFP.DWG 15/05/2019

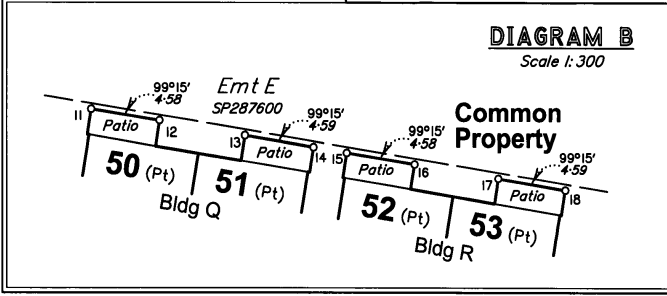
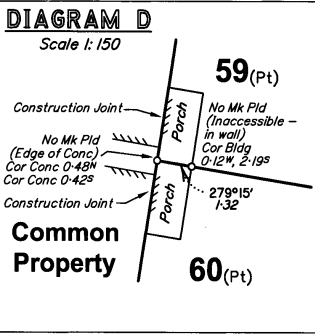
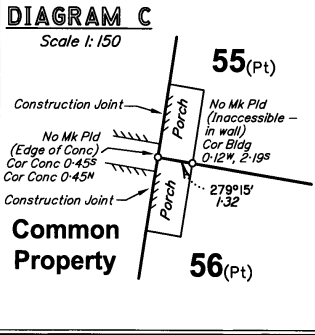
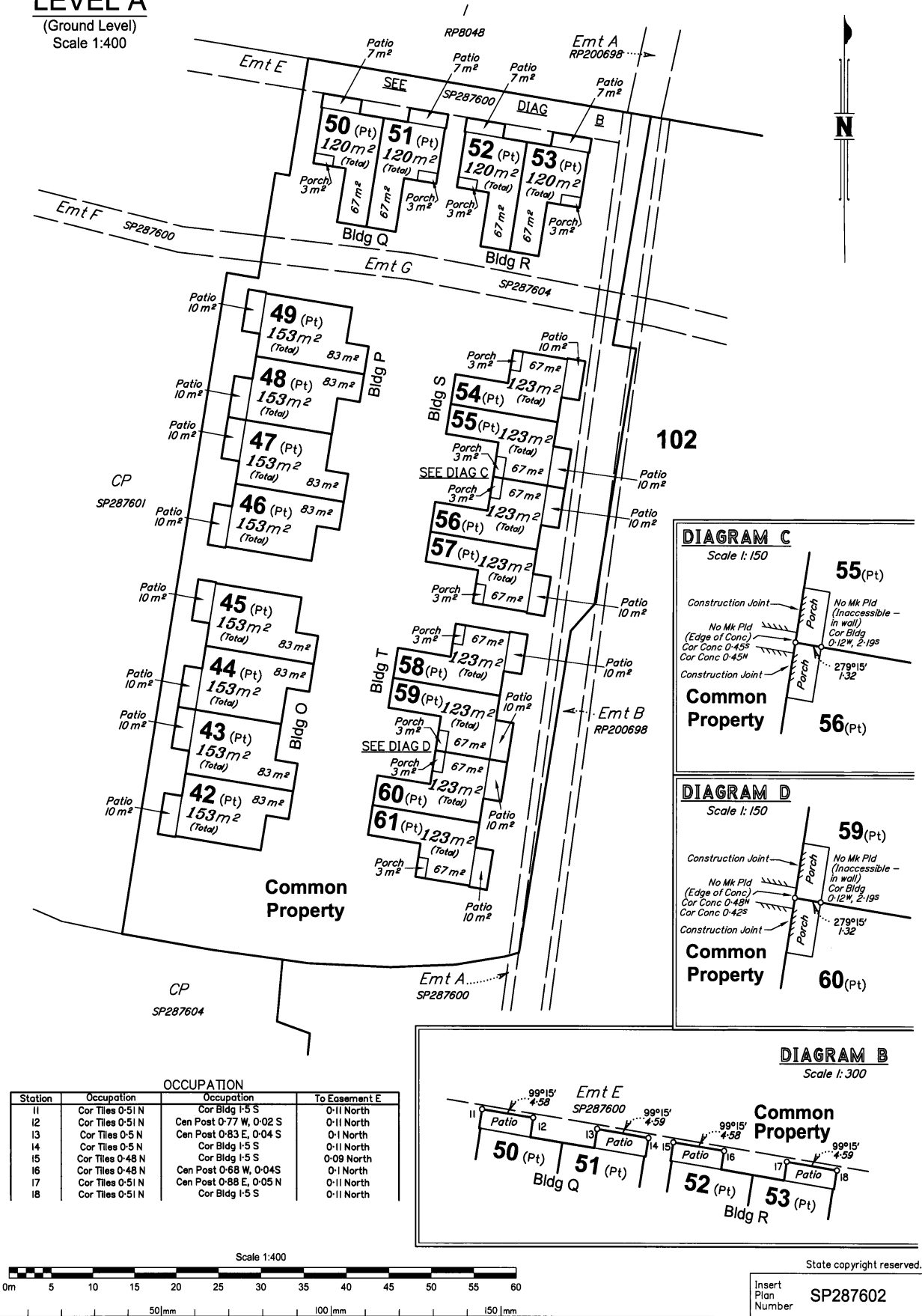
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 4 of 5

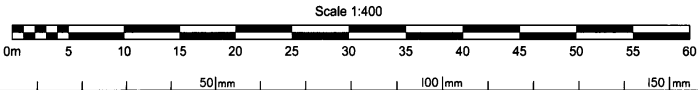
LEVEL A

(Ground Level)
Scale 1:400



OCCUPATION

Station	Occupation	Occupation	To Easement E
11	Cor Tiles 0-51 N	Cor Bldg 1-5 S	0-11 North
12	Cor Tiles 0-51 N	Cen Post 0-77 W, 0-02 S	0-11 North
13	Cor Tiles 0-51 N	Cen Post 0-83 E, 0-04 S	0-11 North
14	Cor Tiles 0-51 N	Cor Bldg 1-5 S	0-11 North
15	Cor Tiles 0-48 N	Cor Bldg 1-5 S	0-09 North
16	Cor Tiles 0-48 N	Cen Post 0-68 W, 0-04 S	0-11 North
17	Cor Tiles 0-51 N	Cen Post 0-88 E, 0-05 N	0-11 North
18	Cor Tiles 0-51 N	Cor Bldg 1-5 S	0-11 North



State copyright reserved.
Insert Plan Number SP287602

Bennett + Bennett (NO.) 151623_025_BFP.DWG LEW 15/05/2019

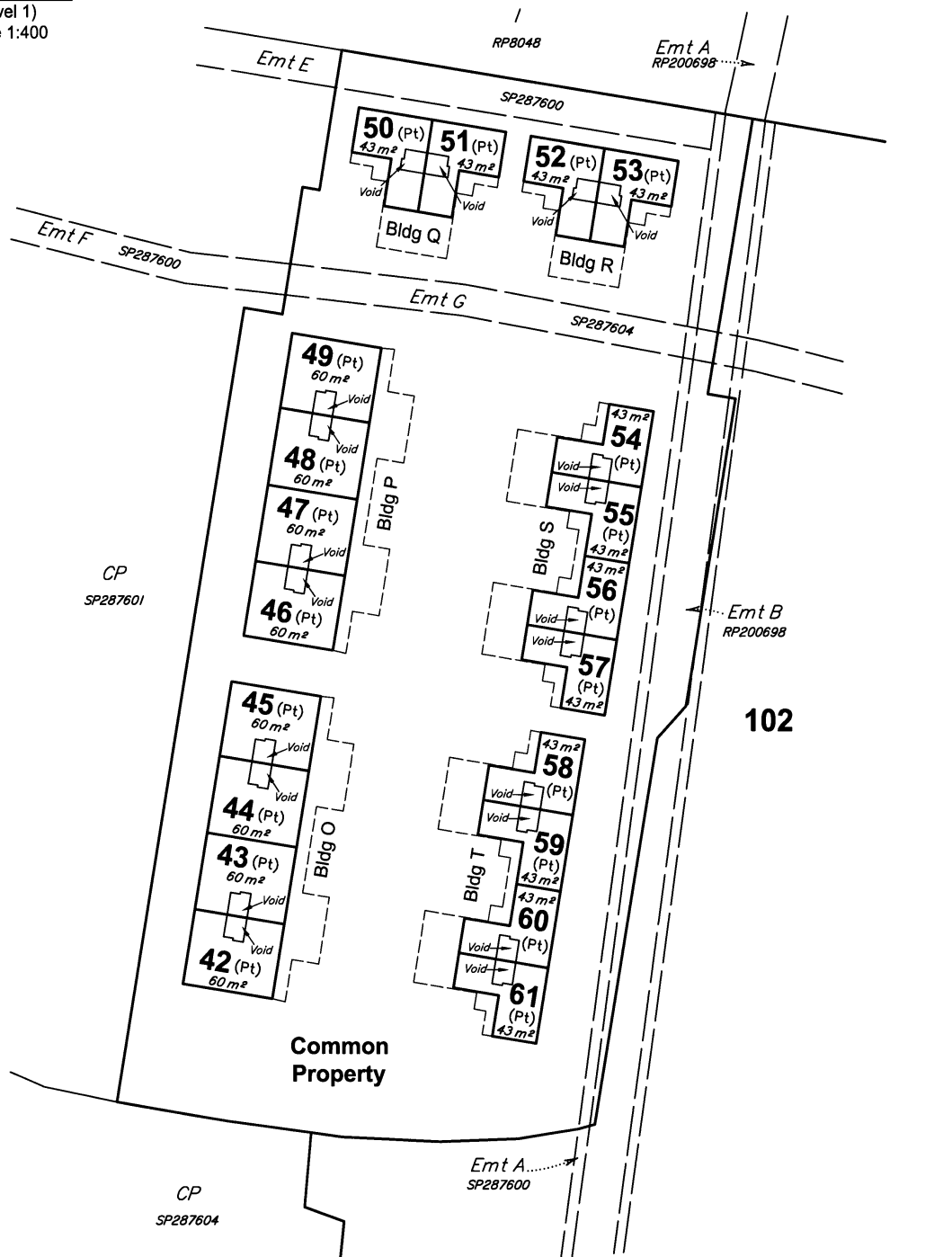
Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 5 of 5

LEVEL B

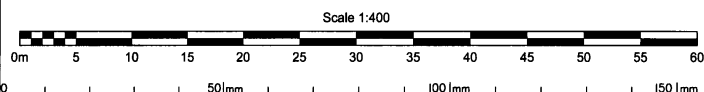
(Level 1)
Scale 1:400



102

Common
Property

----- Denotes Line of Level Below



State copyright reserved.

Insert
Plan
Number **SP287602**

Bennett + Bennett (NOL) 151623_025_BFP.DWG NEW 15/05/2019

Stratacare Australia Pty Ltd ABN 87 088 584 267
E: finance@stratacare.com.au
P: 07 3435 5300



30 September 2025

SOVEREIGN VILLAS CTS 51014
Registered for GST

ABN 84 966 171 772

Tax Invoice

Infotrack Pty Ltd

Ref

Re Lot 45 SOVEREIGN VILLAS CTS 51014

Fee 84.10 Paid

Above Fee includes GST

Please find enclosed the Body Corporate Information Certificate (Form 33) issued under the Body Corporate and Community Management Act 1997.

This certificate contains details relating to body corporate contributions and other financial information as prescribed by the Act.

We recommend that prospective purchasers engage a professional body corporate records search agent to obtain a full inspection of the records.

This will ensure any matters such as contingent liabilities, insurance details, common property defects, or ongoing disputes are fully considered prior to purchase.

Should you require any further clarification regarding this certificate, please do not hesitate to contact our office.

Yours faithfully,
Stratacare Australia
On behalf of the body corporate

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 30/09/2025

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

SOVEREIGN VILLAS

CTS No. **51014**

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: **Geoff McNamara**

Phone: **07 34355300**

Company: **STRATA CARE AUSTRALIA PTY LTD**

Email: **reception@stratacare.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: **45**

Plan type and number: **SP287602**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

No

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

Date of Resolution	Lot	Description	Conditions
--------------------	-----	-------------	------------

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: **116**

Total contribution schedule lot entitlements for all lots: **9,672**

Interest schedule

Interest schedule lot entitlement for the lot: **114**

Total interest schedule lot entitlements for all lots: **9,664**

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 **45** for the current financial year: \$ **2,064.06**

Number of instalments: **3** (outlined below)

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/01/25 to 30/04/25	01/01/25	694.84	694.84	07/01/25
01/05/25 to 31/08/25	01/05/25	684.61	684.61	05/05/25
01/09/25 to 31/12/25	01/09/25	684.61	684.61	01/09/25
01/01/26****30/04/26	01/01/26	722.42	722.42	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **45** for the current financial year: \$ **733.40**

Number of instalments: **3** (outlined below)

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/01/25 to 30/04/25	01/01/25	249.40	249.40	07/01/25
01/05/25 to 31/08/25	01/05/25	242.00	242.00	05/05/25
01/09/25 to 31/12/25	01/09/25	242.00	242.00	01/09/25
01/01/26****30/04/26	01/01/26	256.68	256.68	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

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): **0.00** %

Period	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): 0.00 %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue	Nil
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Amount Unpaid including amounts billed not yet due	Nil
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Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy*	01/01/25 to 30/04/25	01/01/25	222.30	222.30	07/01/25
Insurance Levy*	01/05/25 to 31/08/25	01/05/25	239.58	239.58	05/05/25
Insurance Levy*	01/09/25 to 31/12/25	01/09/25	239.58	239.58	01/09/25
Insurance Levy*	01/01/26 to 30/04/26	01/01/26	245.51	245.51	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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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 \$0.00)	Nil

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 14/11/18

Current sinking fund balance (as at date of certificate): \$ 402,317.01

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
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Body corporate assets

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

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Bushranger 19 Alloy Base GXV16	Plant and Machinery	21/03/18	Acacia Mower Centre	\$0.00	\$0.00	\$950.00
Shindaiwa T270 Brushcutter	Plant and Machinery	21/03/18	Acacia Mower Centre	\$0.00	\$0.00	\$649.00
Shindaiwa Blower	Plant and Machinery	21/03/18	Acacia Mower Centre	\$0.00	\$0.00	\$349.00
Shindaiwa 2200ST Hedger	Plant and Machinery	21/03/18	Acacia Mower Centre	\$0.00	\$0.00	\$599.00
5ltr Jerry Can	Plant and Machinery	21/03/18	Acacia Mower Centre	\$0.00	\$0.00	\$30.00

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 CHU via Honan Ins. Group	HU0037455	27,185,274.00	59,463.99	02/01/26	\$2,000 All Claims \$10,000 Water Damage/Exploratory - Burst Pipes
PUBLIC LIABILITY CHU via Honan Ins. Group	HU0037455	30,000,000.00		02/01/26	
VOLUNTARY WORKERS CHU via Honan Ins. Group	HU0037455	200,000.00		02/01/26	
WORKERS COMPENSATION Workcover Queensland	WSB180756692	200.00	200.00	30/06/26	
FIDELITY GUARANTEE CHU via Honan Ins. Group	HU0037455	250,000.00		02/01/26	
OFFICE BEARERS CHU via Honan Ins. Group	HU0037455	5,000,000.00		02/01/26	
MACHINERY BREAKDOWN CHU via Honan Ins. Group	HU0037455	NOT INCL.		02/01/26	
LOSS RENT/TEMP ACCOM CHU via Honan Ins. Group	HU0037455	4,077,791.00		02/01/26	\$2,000 All Claims \$10,000 Water Damage/Exploratory - Burst Pipes
LEGAL EXPENSES CHU via Honan Ins. Group	HU0037455	50,000.00		02/01/26	\$1,000
FLOOD CHU via Honan Ins. Group	HU0037455	INCLUDED		02/01/26	\$2,000 All Claims \$10,000 Water Damage/Exploratory - Burst Pipes
COMMON CONTENTS CHU via Honan Ins. Group	HU0037455	173,551.00		02/01/26	\$2,000 All Claims \$10,000 Water Damage/Exploratory - Burst Pipes
BUILDING CATASTROPHE CHU via Honan Ins. Group	HU0037455	4,077,791.00		02/01/26	
FLOATING FLOORS CHU via Honan Ins. Group	HU0037455	INCLUDED		02/01/26	\$2,000 All Claims \$10,000 Water Damage/Exploratory - Burst Pipes
AUDIT COSTS CHU via Honan Ins. Group	HU0037455	25,000.00		02/01/26	
APPEAL EXPENSES WH&S CHU via Honan Ins. Group	HU0037455	100,000.00		02/01/26	
LOT OWNERS FIXTURES CHU via Honan Ins. Group	HU0037455	250,000.00		02/01/26	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Luckfield Realty Pty Ltd ACN 621 496 937 trustee for the Wu & Deng Investments Trust

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

No

Embedded network electricity supply

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

No

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

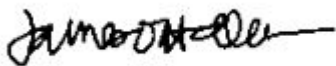
Body corporate authority

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

Name/s James O'Hare

Positions/s held Director

Date 30/09/2025



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

Stratacare Australia Pty Ltd ABN 87 088 584 267
E: finance@stratacare.com.au
P: 07 3435 5300



SOVEREIGN VILLAS CTS 51014

57 Station Road Bethania QLD 4205

BALANCE SHEET

AS AT 31 DECEMBER 2024

	ACTUAL 31/12/2024	ACTUAL 31/12/2023
<u>OWNERS FUNDS</u>		
Administrative Fund	10,871.37	12,187.80
Sinking Fund	334,474.76	280,555.51
<u>TOTAL</u>	<u>\$ 345,346.13</u>	<u>\$ 292,743.31</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	93,902.38	325,503.55
Term Deposit - 6Months	50,000.00	0.00
Term Deposit - 12 Months	200,000.00	0.00
Prepaid Expenses	59,758.30	53,956.98
Sundry Debtors	0.00	64.36
Levies In Arrears	8,499.35	8,033.89
Other Arrears	6,737.00	6,062.97
<u>TOTAL ASSETS</u>	<u>418,897.03</u>	<u>393,621.75</u>
<u>LIABILITIES</u>		
Gst Clearing Account	(3,696.61)	(3,982.60)
Accrued Expenses	3,106.19	2,967.21
Creditors	(245.86)	53,494.47
Levies In Advance	60,273.08	40,722.46
Other Advance Payments	14,114.10	7,676.90
<u>TOTAL LIABILITIES</u>	<u>73,550.90</u>	<u>100,878.44</u>
<u>NET ASSETS</u>	<u>\$ 345,346.13</u>	<u>\$ 292,743.31</u>

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SOVEREIGN VILLAS CTS 51014

57 Station Road Bethania QLD 4205

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/01/24-31/12/24	01/01/24-31/12/24	%	01/01/23-31/12/23
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Admin Fund Levies	165,506.69	165,507.00	100.00	153,000.25
Insurance Levy	53,712.72	53,712.00	100.00	44,852.38
Gst On Income	(19,929.04)	(19,929.00)	100.00	(17,986.60)
<u>TOTAL ADMIN. FUND INCOME</u>	199,290.37	199,290.00		179,866.03
<u>EXPENDITURE - ADMIN. FUND</u>				
Bank Fee - Deft/Stratapay	51.50	30.00	171.67	36.60
Caretaker - Remuneration	125,138.84	125,450.00	99.75	119,790.81
Caretaker - Variation	0.00	0.00	0.00	0.05
Compliance - Audit Fee	2,123.00	2,123.00	100.00	0.00
Legal Costs	0.00	0.00	0.00	423.50
Fees & Permit - Gst	0.00	500.00	0.00	496.00
Fees & Permit - No Gst	0.00	550.00	0.00	0.00
Fees - Creditor Compliance	154.00	0.00		0.00
Fire - System & Equipment	2,626.91	750.00	350.25	726.00
Insurance - Claim Refunds N	(8,960.00)	0.00	0.00	0.00
Insurance - Claim Expenses	10,956.00	0.00		0.00
Insurance - Claim Excess N	(1,000.00)	0.00	0.00	0.00
Insurance - Premium	53,662.67	53,712.00	99.91	44,787.85
Insurance - Work Cover	277.00	280.00	98.93	277.00
Pest - Pest Control	0.00	750.00	0.00	705.00
R & M - Backflow Maintenance	0.00	250.00	0.00	231.00
R & M - Building	0.00	1,700.00	0.00	1,681.90
R & M - Electrical	2,552.00	1,500.00	170.13	1,562.00
R & M - Garden & Grounds	1,880.57	1,000.00	188.06	593.48
R & M - Plumbing	786.50	1,000.00	78.65	2,057.00
Utilities - Electricity Com Po	(168.31)	300.00	(56.10)	243.13
Utilities - Water & Sewerage	3,154.24	2,800.00	112.65	2,481.92
Bcm - Bas Lodgement	1,210.00	1,210.00	100.00	1,210.00
Bcm - Disbursements	7,161.00	7,161.00	100.00	7,161.00
Bcm - Income Tax Lodgement	330.00	330.00	100.00	330.00
Bcm - Additional	799.70	500.00	159.94	1,601.30
Bcm - Secretarial Contract	14,272.07	14,272.07	100.00	13,338.36
Bcm - Software Licence Fee	2,608.68	2,608.65	100.00	2,455.20
Bcm - Voc	59.40	0.00		0.00

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/01/24-31/12/24	01/01/24-31/12/24	%	01/01/23-31/12/23
Prior Yr's Adjustment	140.00	0.00		2,354.66
Gst On Expenses	(19,208.97)	(19,584.27)	98.08	(18,024.51)
<u>TOTAL ADMIN. EXPENDITURE</u>	200,606.80	199,192.45		186,519.25
<u>SURPLUS / DEFICIT</u>	<u>\$ (1,316.43)</u>	<u>\$ 97.55</u>		<u>\$ (6,653.22)</u>
Opening Admin. Balance	12,187.80	12,187.80	100.00	18,841.02
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 10,871.37</u>	<u>\$ 12,285.35</u>		<u>\$ 12,187.80</u>

Stratacare Australia Pty Ltd ABN 87 088 584 267
E: finance@stratacare.com.au
P: 07 3435 5300



SOVEREIGN VILLAS CTS 51014

57 Station Road Bethania QLD 4205

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/01/24-31/12/24	01/01/24-31/12/24	%	01/01/23-31/12/23
<u>SINKING FUND</u>				
<u>INCOME</u>				
Sinking Fund Levies	59,311.17	59,312.00	100.00	67,331.63
Gst On Income	(5,391.92)	(5,392.00)	100.00	(6,121.06)
<u>TOTAL SINKING FUND INCOME</u>	53,919.25	53,920.00		61,210.57
<u>EXPENDITURE - SINKING FUND</u>				
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	0.00		0.00
<u>SURPLUS / DEFICIT</u>	\$ 53,919.25	\$ 53,920.00		\$ 61,210.57
Opening Sinking Fund Balance	280,555.51	280,555.51	100.00	219,344.94
<u>SINKING FUND BALANCE</u>	\$ 334,474.76	\$ 334,475.51		\$ 280,555.51

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

719608751

\$93.00

06/09/2019 15:53

BE 470

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR SOVEREIGN
VILLAS COMMUNITY TITLES SCHEME 51014

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

~~Redchip Lawyers Mills Oakley~~
~~Level 14, 115 Ann St. Brisbane QLD 4000~~
~~Locked Bag 2, Fortitude Valley QLD 4006~~
PH: 3223 6100
titles@millsOakley.com.au
07 3228 0400Lodger
Code227A
056A

2. Lot on Plan Description

COMMON PROPERTY OF SOVEREIGN VILLAS COMMUNITY TITLES SCHEME 51014

Title Reference

51128920

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR SOVEREIGN VILLAS COMMUNITY TITLES SCHEME 51014

4. Interest

NOT APPLICABLE

5. Applicant

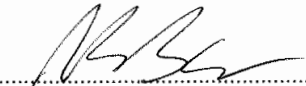
BODY CORPORATE FOR SOVEREIGN VILLAS COMMUNITY TITLES SCHEME 51014

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Item 4 and Schedules A, B, D and E of the existing CMS be recorded as the CMS for Sovereign Villas Community Titles Scheme 51014

7. Execution by applicant

Nicholas John Robson, Solicitor

03/10/19
Execution Date
Applicant's or Solicitor's Signature

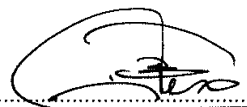
Note: A Solicitor is required to print full name if signing on behalf of the Applicant

51014

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

- | | |
|---|---|
| <p>1. Name of community titles scheme
Sovereign Villas Community Titles Scheme 51014</p> | <p>2. Regulation module
Accommodation Module</p> |
|---|---|
-
- 3. Name of body corporate**
Body Corporate for Sovereign Villas Community Titles Scheme 51014
-
- 4. Scheme land**
Lot on Plan Description
See enlarged panel
- Title Reference
-
- | | |
|--|---|
| <p>5. #Name and address of original owner
N/A</p> | <p>6. Reference to plan lodged with this statement
SP 287603</p> |
|--|---|
- # first community management statement only
-
- 7. Local Government community management statement notation**


 signed
 NICHOLAS PEREZ (COORDINATOR APPEALS & PLAN SETTING) name and designation
 Logan City Council
 name of Local Government

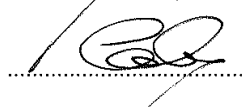
8. Execution by original owner/Consent of body corporate



01/08/19

Execution Date



 Chairperson/Secretary


 Committee Member

***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 DNRM see the Department's website.

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Sovereign Villas Community Titles Scheme 51014	51128920
Lot 1 on SP 287600	51128921
Lot 2 on SP 287600	51128922
Lot 3 on SP 287600	51128923
Lot 4 on SP 287600	51128924
Lot 5 on SP 287600	51128925
Lot 6 on SP 287600	51128926
Lot 7 on SP 287600	51128927
Lot 8 on SP 287600	51128928
Lot 9 on SP 287600	51128929
Lot 10 on SP 287600	51128930
Lot 11 on SP 287600	51128931
Lot 12 on SP 287600	51128932
Lot 13 on SP 287600	51128933
Lot 14 on SP 287600	51128934
Lot 15 on SP 287600	51128935
Lot 16 on SP 287600	51128936
Lot 17 on SP 287600	51128937
Lot 18 on SP 287600	51128938
Lot 19 on SP 287600	51128939
Lot 20 on SP 287601	51142381
Lot 21 on SP 287601	51142382
Lot 22 on SP 287601	51142383
Lot 23 on SP 287601	51142384
Lot 24 on SP 287601	51142385
Lot 25 on SP 287601	51142386
Lot 26 on SP 287601	51142387
Lot 27 on SP 287601	51142388
Lot 28 on SP 287601	51142389
Lot 29 on SP 287601	51142390
Lot 30 on SP 287601	51142391
Lot 31 on SP 287601	51142392
Lot 32 on SP 287601	51142393
Lot 33 on SP 287601	51142394
Lot 34 on SP 287601	51142395
Lot 35 on SP 287601	51142396
Lot 36 on SP 287601	51142397
Lot 37 on SP 287601	51142398
Lot 38 on SP 287601	51142399
Lot 39 on SP 287601	51142400
Lot 40 on SP 287601	51142401
Lot 41 on SP 287601	51142402
Lot 42 on SP 287602	51189966
Lot 43 on SP 287602	51189967
Lot 44 on SP 287602	51189968
Lot 45 on SP 287602	51189969
Lot 46 on SP 287602	51189970
Lot 47 on SP 287602	51189971
Lot 48 on SP 287602	51189972
Lot 49 on SP 287602	51189973
Lot 50 on SP 287602	51189974
Lot 51 on SP 287602	51189975
Lot 52 on SP 287602	51189976
Lot 53 on SP 287602	51189977
Lot 54 on SP 287602	51189978
Lot 55 on SP 287602	51189979
Lot 56 on SP 287602	51189980
Lot 57 on SP 287602	51189981

Title Reference

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Lot 58 on SP 287602	51189982
Lot 59 on SP 287602	51189983
Lot 60 on SP 287602	51189984
Lot 61 on SP 287602	51189985
Lot 62 on SP 287603	
Lot 63 on SP 287603	
Lot 64 on SP 287603	
Lot 65 on SP 287603	
Lot 66 on SP 287603	
Lot 67 on SP 287603	
Lot 70 on SP 287603	
Lot 71 on SP 287603	
Lot 72 on SP 287603	
Lot 73 on SP 287603	
Lot 74 on SP 287603	
Lot 75 on SP 287603	
Lot 76 on SP 287603	
Lot 77 on SP 287603	
Lot 78 on SP 287603	
Lot 79 on SP 287603	
Lot 80 on SP 287603	
Lot 81 on SP 287603	
Lot 82 on SP 287604	51183437
Lot 83 on SP 287604	51183438
Lot 84 on SP 287604	51183439
Lot 85 on SP 287604	51183440
Lot 86 on SP 287604	51183441
Lot 87 on SP 287604	51183442
Lot 88 on SP 287604	51183443
Lot 89 on SP 287604	51183444
Lot 90 on SP 287604	51183445
Lot 91 on SP 287604	51183446
Lot 92 on SP 287604	51183447
Lot 93 on SP 287604	51183448
Lot 94 on SP 287604	51183449
Lot 95 on SP 287604	51183450

Title Reference

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 287600	122	100
Lot 2 on SP 287600	99	100
Lot 3 on SP 287600	99	100
Lot 4 on SP 287600	99	100
Lot 5 on SP 287600	99	100
Lot 6 on SP 287600	99	100
Lot 7 on SP 287600	99	100
Lot 8 on SP 287600	99	100
Lot 9 on SP 287600	99	100
Lot 10 on SP 287600	99	100
Lot 11 on SP 287600	99	100
Lot 12 on SP 287600	99	100
Lot 13 on SP 287600	99	100
Lot 14 on SP 287600	99	100
Lot 15 on SP 287600	99	100
Lot 16 on SP 287600	99	100
Lot 17 on SP 287600	99	100
Lot 18 on SP 287600	99	100
Lot 19 on SP 287600	99	100
Lot 20 on SP 287601	116	114
Lot 21 on SP 287601	116	114
Lot 22 on SP 287601	116	114
Lot 23 on SP 287601	116	114
Lot 24 on SP 287601	116	114
Lot 25 on SP 287601	116	114
Lot 26 on SP 287601	116	114
Lot 27 on SP 287601	116	114
Lot 28 on SP 287601	99	100
Lot 29 on SP 287601	99	100
Lot 30 on SP 287601	99	100
Lot 31 on SP 287601	99	100
Lot 32 on SP 287601	99	100
Lot 33 on SP 287601	99	100
Lot 34 on SP 287601	99	100
Lot 35 on SP 287601	99	100
Lot 36 on SP 287601	99	100
Lot 37 on SP 287601	99	100
Lot 38 on SP 287601	99	100
Lot 39 on SP 287601	99	100
Lot 40 on SP 287601	99	100
Lot 41 on SP 287601	99	100
Lot 42 on SP 287602	116	114
Lot 43 on SP 287602	116	114
Lot 44 on SP 287602	116	114
Lot 45 on SP 287602	116	114
Lot 46 on SP 287602	116	114
Lot 47 on SP 287602	116	114
Lot 48 on SP 287602	116	114
Lot 49 on SP 287602	116	114
Lot 50 on SP 287602	99	100
Lot 51 on SP 287602	99	100
Lot 52 on SP 287602	99	100
Lot 53 on SP 287602	99	100

Title Reference

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Lot 54 on SP 287602	99	100
Lot 55 on SP 287602	99	100
Lot 56 on SP 287602	99	100
Lot 57 on SP 287602	99	100
Lot 58 on SP 287602	99	100
Lot 59 on SP 287602	99	100
Lot 60 on SP 287602	99	100
Lot 61 on SP 287602	99	100
Lot 62 on SP 287603	99	100
Lot 63 on SP 287603	99	100
Lot 64 on SP 287603	99	100
Lot 65 on SP 287603	99	100
Lot 66 on SP 287603	99	100
Lot 67 on SP 287603	99	100
Lot 70 on SP 287603	116	114
Lot 71 on SP 287603	116	114
Lot 72 on SP 287603	116	114
Lot 73 on SP 287603	116	114
Lot 74 on SP 287603	116	114
Lot 75 on SP 287603	116	114
Lot 76 on SP 287603	116	114
Lot 77 on SP 287603	116	114
Lot 78 on SP 287603	116	114
Lot 79 on SP 287603	116	114
Lot 80 on SP 287603	99	100
Lot 81 on SP 287603	99	100
Lot 82 on SP 287604	99	100
Lot 83 on SP 287604	99	100
Lot 84 on SP 287604	99	100
Lot 85 on SP 287604	99	100
Lot 86 on SP 287604	99	100
Lot 87 on SP 287604	99	100
Lot 88 on SP 287604	99	100
Lot 89 on SP 287604	99	100
Lot 90 on SP 287604	99	100
Lot 91 on SP 287604	99	100
Lot 92 on SP 287604	99	100
Lot 93 on SP 287604	99	100
Lot 94 on SP 287604	99	100
Lot 95 on SP 287604	99	100
TOTALS	9672	9664

Principles for deciding the Contribution Lot Entitlement for a Lot

CONTRIBUTION SCHEDULE LOT ENTITLEMENTS ("CSLE")

The CSLE have been decided on the "relativity principle" as that term is defined in the Body Corporate and Community Management Act 1997 ("BCCM"), which is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to 1 or more of the following factors. The relevant factors may only be one of the following:

1. How the community titles scheme is structured;
2. The nature, features and characteristics of the lots in the scheme;
3. The purpose for which the lots are used;
4. The impact the lots may have on the costs of maintaining the common property;
5. The market values of the lots in the scheme.

The individual CSLE for the lots were decided using the relativity principle based on the following factors:

How the community titles scheme is structured

The scheme is not part of a layered arrangement. Therefore the structure of the scheme does not affect the calculation of the CSLE. All of the lots in the scheme are similar in their nature, features and characteristics.

The nature, features and characteristics of the lots in the scheme

The Body Corporate is responsible for the repair and maintenance of common property in the scheme. This includes recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following factors increase the burden that a particular lot places on the Body Corporate costs for the maintenance, repair and cleaning of the common property:

- (a) The area of the lot: additional CSLEs are allocated to a lot the greater the size of the lot because the larger the area of the lot the greater the demand on Body Corporate costs for support and shelter;
- (ii) The number of potential occupants: larger lots that can cater for a greater number of potential occupants have the potential to place a greater burden on common property and additional CSLEs are allocated to a larger lot to take this into account.

The relative difference in CSLEs recognises that the above factors do not impact on how much each lot should contribute to certain Body Corporate expenses such as secretarial fees, audit fees, printing, postage and outlays.

The purposes for which the lots are used

All lots are used for residential purposes and thus this factor is not considered relevant.

The impact the lots have on the costs of maintaining the common property

The lots in the scheme have been created under a building format plan and the Body Corporate is responsible for the repair and maintenance of the common property (eg. the exterior of the building including windows, foyers, lifts, utility infrastructure, utility services and other common property facilities). The larger the lot the greater the demand for support and shelter costs and the number of occupants are likely to be greater. This results in larger lots having a greater demand on the Body Corporate expenditure for the maintenance, cleaning and repair of common property. This factor has been considered relevant in calculating CSLE because it places a differential burden on the Body Corporate's costs for maintenance, cleaning and repair of common property.

The market values of the lots

The market values of the lots in the scheme have not affected the decision to allocate CSLE.

Principles for deciding the Interest Lot Entitlement for a Lot

In accordance with section 46B of the Body Corporate and Community Management Act 1997, the interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the community titles scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not Applicable

SCHEDULE C BY-LAWS**1. Definitions and Interpretation****1.1 Definitions**

In these by-laws unless the context otherwise requires:

Act means the *Body Corporate and Community Management Act 1997* as amended from time to time.

Body Corporate means the Body Corporate formed under the Act.

Building means the building or buildings and other fixed structures erected on the Scheme Land.

Caretaker means that person or corporation engaged or authorised by the Body Corporate as caretaker under the Caretaker Agreement to supply caretaking services for the benefit of the Scheme.

Car Washing Bay means the part of the Common Property (if any) designated as a facility for washing and cleaning motor vehicles and motor cycles.

Committee means the Committee of the Body Corporate elected in accordance with the Act.

Common Property means the property described as such in the Scheme.

Gate means any form of gate, roller door, roller gate, boom gate or other structure serving a purpose similar to a gate.

Gate Key means the form of key, code, remote control or other access device used to control Gates which Occupiers are authorised to open and close.

Guest means any person or persons who is visiting an Occupier of a Lot in that Lot, in the Building or otherwise on the Scheme Land.

Letting Agent means that person or corporation who has been engaged or authorised by the Body Corporate to supply letting services to Owners or Occupiers of lots who wish to avail themselves of such services.

Local Government means the local government in whose area the Scheme Land is located.

Lot means a lot in the Scheme.

Occupier includes the Owner or Occupier of a Lot in whatever capacity.

Original Owner has the meaning given to that term in the Act.

Owner includes any person or corporation who owns or otherwise has ultimate control of a Lot.

Requirement means any requirement or authorisation of any statutory body, Local Government or governmental or other authority which is necessary or desirable under any law or regulation and includes the provisions of any statute or by-law under the Act.

Scheme means the Community Titles Scheme for which these by-laws have been recorded.

Scheme Land means the land in the Scheme.

Services in relation to the Lots and the Common Property includes:

- (a) water reticulation or supply;

- (b) gas reticulation or supply;
- (c) electricity supply;
- (d) air-conditioning;
- (e) a telephone or other telecommunications service;
- (f) a cable or satellite TV service;
- (g) a computer data or television service;
- (h) a sewer system;
- (i) a fire prevention system;
- (j) drainage;
- (k) a system for the removal or disposal of garbage or waste (including recyclable items);
- (l) a ventilation or air extraction system;
- (m) security services; and
- (n) another system designed to improve the amenity, or enhance the enjoyment of Lots or Common Property.

Service Infrastructure means any cables, wires, pipes, sewers, drains, ducts, plant and equipment and infrastructure by which Lots or Common Property are supplied with Services.

Vehicle includes a motor car, truck, motor cycle, trailer, boat and caravan.

1.2 Interpretation

- (a) Headings are included for convenience only and are not to be used in the interpretation of these by-laws.
- (b) Plurals will include the singular and singular will include the plural.
- (c) Reference to persons includes natural persons, bodies corporate, corporations sole and other bodies.
- (d) References to gender will include all other genders.
- (e) reference to a by-law includes any variation or replacement of that by-law.
- (f) Where these by-laws provide that:
 - (i) something will not be done, an Owner or Occupier of a Lot is not to attempt to do that thing or permit that thing to be done;
 - (ii) an Owner or Occupier of a Lot must obtain the consent of the Body Corporate, that consent may be given by the Committee.
- (g) Where a term or expression is used but is not defined in these by-laws, it will have the same meaning given to it in the Act.
- (h) If any by-law or the application of it is or becomes invalid or unenforceable, the remaining by-laws will not be affected and each remaining by-law will be valid and enforceable to the fullest extent permitted by law.

2. Noise

- (a) The Occupier 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.
- (b) Occupiers and Guests arriving or leaving a Lot or the Scheme after 10.00pm shall be requested by their hosts to leave quietly.
- (c) In the event of unavoidable noise in a Lot at any time, the Occupier of the Lot must take all practical means to minimise any annoyance to other Occupiers of Lots by closing doors, windows and curtains of its Lot and also such further steps as may be within its power for the same purpose.

3. Use of Common Property

The Occupier of a Lot must:

- (a) use the Common Property only for the purpose for which it was designed or intended;
- (b) comply with all the directions and rules of the Body Corporate relating to conduct on and use of the Common Property; and
- (c) observe all relevant Requirements in relation to the Common Property;
- (d) 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;
- (e) not obstruct the lawful use of the Common Property by someone else.

4. Vehicles

- (a) The Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
 - (ii) permit a Guest to park a Vehicle, or allow a Vehicle to stand, on the Common Property except for the designated visitor parking which must remain available at all times for the sole use of visitors' Vehicles.
- (b) An approval under by-law 4 must state the period for which it is given, with the exception of designated visitor parking.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (d) The Caretaker will have the right at all times to enter any car park area for the purpose of removing any spilt oil or other fluids and the Occupier responsible for any spillage on a car park or the car parking areas may be levied with the cleaning costs.
- (e) The car parking areas in the Common Property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any Vehicle.
- (f) All Occupiers and Guests must when operating Vehicles on the Scheme Land observe any speed limit noted on any signs erected on the Common Property.
- (g) Occupiers shall at all times observe the reasonable directions of the Body Corporate or the Committee concerning the use of the car parking areas.

- (h) Occupiers shall ensure that their Guests use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of four (4) hours. An Occupier shall not park or stand any Vehicle or other vehicle upon areas set aside for visitor car parking.
- (i) The Original Owner may allocate or cause the Body Corporate to allocate at least one (1) car space which forms part of the Common Property for people with disabilities on establishment of the Scheme. An Occupier must not use such car space(s) other than for disabled parking.

5. Damage to lawns etc.

- (a) The Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (ii) use a part of the Common Property as a garden.
- (b) An approval under by-law 5(a) must state the period for which it is given.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

6. Damage to Common Property

- (a) An Occupier of a Lot must not, without the prior written approval of the Committee, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- (b) However, an Occupier 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.
- (c) The Occupier of a Lot must keep a device installed under by-law 6(b) in good order and repair.

7. Use of Lots

- (a) An Occupier of a Lot must:
 - (i) subject to this by-law, ensure the Lot is only be used for residential purposes and for no other purpose;
 - (ii) observe all Requirements in relation to that use;
 - (iii) maintain the Lot in a good state of repair and cleanliness and free of all vermin, insects and pests;
 - (iv) give prompt notice to the Body Corporate of any damage to or defect or disrepair of the Services, Service Infrastructure or the Common Property;
 - (v) not overload any Services or Service Infrastructure;
 - (vi) not waste water and ensure that all water taps in the Lot are turned off after use and any leaking taps in the Lot are promptly repaired; and
 - (vii) not bring to, do or keep anything on its Lot which may increase the rate of fire insurance on its Lot or any other part of the Scheme Land, or which may conflict with the laws and/or regulations relating to fires, or any insurance policy for such Lot or Scheme Land, or the regulations or ordinances of any public authority in force from time to time.

- (b) The Caretaker and Letting Agent may occupy and run a caretaker and/or letting agent's business of Lots in the Scheme, from a Lot within the Scheme, as notified from time to time by the Body Corporate, which shall be nominated by the Original Owner (the **Manager's Lot**).
- (c) The Manager's Lot may be used for:
 - (i) residential purposes;
 - (ii) the purposes of management of the Scheme;
 - (iii) the letting and sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iv) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- (d) The Body Corporate may in its discretion grant to the Letting Agent or Caretaker an area reasonably required by the Letting Agent under an occupational authority over Common Property
- (e) An Occupier of a Lot must keep it in a good state of preservation and cleanliness and must take all necessary steps from time to time to keep the Lot free and clear of all vermin, insects and pests.
- (f) An Occupier must not use any cooking facility in any part of a Lot other than the kitchen but may operate a barbeque on the balcony of a Lot (but not on a balcony which is Common Property) provided the Occupier complies with all rules determined by the Committee for such use including, but not limited to, the type of barbeque which may be used.

8. Service Contractor

- (a) While a person (a **Service Contractor**) holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.
- (b) Whilst the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the **Agreement**), the Body Corporate:
 - (i) will not directly or indirectly provide any of the services set out in the Agreement;
 - (ii) will not permit any person to carry on or render or be concerned in any business which competes with the business carried on by the Service Contractor under the Agreement;
 - (iii) will not enter into an agreement with any other person which is similar to the Agreements; or
 - (iv) will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Service Contractor under the Agreement.

9. Behaviour of Guests, Tenants, etc

- (a) An Occupier of a Lot must take reasonable steps to ensure that the Occupier's Guests do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property or in breach of these by-laws.
- (b) An Occupier of a Lot must compensate the Body Corporate for damage caused to Body Corporate assets or the Common Property by the Occupier's Guests.
- (c) The Owner of a Lot not occupying that Lot must take all reasonable steps to make sure the person occupying it complies with these by-laws.

10. Structural Alterations and Appearance of Lots

- (a) Subject to any approvals required by the Local Government, the Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) 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; or
 - (ii) make structural alterations to any Lot, including any alteration to the interior of a Lot, any Services Infrastructure, or work for the purpose of enclosing in any manner whatsoever the balcony of any Lot (if any) or the installation of any air-conditioning system.
- (b) Without limiting by-law 10(a):
 - (i) the Committee in determining whether to give its approval may request any information or documents, and may engage at the Occupier's cost any consultants (including an architect), which the Committee considers appropriate; and
 - (ii) any alterations to the interior flooring of a Lot must have the prior written approval of the Committee. The Committee must not unreasonably withhold its approval to any proposed alterations to the interior flooring of a Lot, provided that the relevant Owner obtains an acoustic report from a qualified professional and installs appropriate sound-dampening material (if necessary) to ensure that the enjoyment of any other Lot or the Common Property is not adversely affected by any noise produced by the use of the floor of the Lot.
- (c) The Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) hang washing, towels, bedding, clothing, or display a sign, advertisement, placard, banner, pamphlet or similar article in, on or around a Lot if the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or
 - (ii) install, construct, place or permit to remain in or on a Lot, any television, radio or other electronic antenna or device of any type, unless it is not visible from outside the Lot.
- (d) The Occupier of a Lot must not install, renovate and/or replace curtain backings or window treatments in a Lot, unless the colour and design have first been approved in writing by the Committee. In giving its approval, the Committee must ensure, so far as practicable, that all curtain backings and window treatments used in a Lot have an appearance (when viewed from outside the Lot, the Common Property or outside the Scheme Land) that are in keeping with the appearance and colour scheme of the improvements on the Scheme Land, with preference being given to white and off-white colours.
- (e) The Occupier of a Lot must not permit, without the prior written approval of the Committee:
 - (i) any root invasive species of plant to be grown in any planter box or pot on any part of the Lot or Common Property; or
 - (ii) any plant species greater than one (1) meter in height, or of a weight which may compromise the structural loading of the Building, to be grown on any part of the Lot or Common Property.
- (f) An Occupier of a Lot must not use any balcony as a storage area (for example, for the storage of boxes, bikes, book shelves and other furniture).

11. Storage of flammable materials etc

The Occupier of a Lot must not, without the prior written approval of the Committee, use or store any flammable chemical, liquid, gas or other flammable material:

(a) on the Common Property; or

(b) on a Lot,

unless the substance is used or intended for use for domestic purposes, or is contained in a fuel tank of a Vehicle.

12. Garbage disposal

The Occupier of a Lot must:

- (a) keep a receptacle for garbage and rubbish in a clean and dry condition and adequately covered on its Lot unless the Body Corporate provides some other way of garbage disposal;
- (b) not accumulate rubbish in its Lot, or leave rubbish on the Common Property (except in the rubbish bins provided by the Body Corporate, if any);
- (c) comply with all local laws of the Local Government about disposal of garbage and rubbish; and
- (d) ensure that the Occupier does not, in disposing of garbage and rubbish, adversely affect the health, hygiene or comfort of the Occupiers of other Lots.

13. Keeping of animals

- (a) Subject to section 181 of the Act, the Occupier of a Lot is permitted to keep a pet or pets on its Lot subject to the following conditions:
 - (i) pets are kept within the Lot;
 - (ii) any pet does not cause a nuisance to or disturb, any other Owner or Occupier;
 - (iii) pets are restrained when on Common Property;
 - (iv) the pet is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot and whenever on Common Property;
 - (v) the pet does not defecate or run loose whilst on Common Property;
 - (vi) the pet must be registered with the council where registration is required under council laws;
- (b) The Committee may direct an Occupier to remove an animal from the Scheme Land if it receives not less than three (3) substantiated complaints (which allege a breach of a condition in this by-law), within a 6 month period, relating to the relevant animal.

NOTE: Section 181 of the Act provides as follows:

- *A person with a disability under the Guide, Hearing and Assistance Dogs Act 2009 who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide, hearing or assistance dog while on the lot or common property.*
- *A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide, hearing or assistance dog on the lot.*
- *A by-law can not exclude or restrict a right given by this section.*

14. Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance is to be placed in them. The cost of rectifying any damage or blockage which results from misuse or negligence of the same must be borne by the Owner of the respective Lot.

15. Security System

- (a) The Body Corporate may, if it elects to do so, operate a security system under which:
 - (i) parts of the Common Property are secured against entry by unauthorised persons; and
 - (ii) locks and other security devices or procedures are used to implement the security system.
- (b) The Body Corporate is not liable for any loss or damage suffered to persons or property because:
 - (i) the security system fails or there is unauthorised entry to any part of the Common Property; or
 - (ii) the security system is not operating.
- (c) The Caretaker (if any) will operate and monitor the video surveillance system (if any), and for that purpose the Caretaker will have the special right to such parts of the Common Property on which, or in which, there exists any video surveillance equipment, including cameras and cabling.
- (d) Unless authorised in writing by the Committee, no-one may interfere with mechanisms operating any Gate. Such mechanism may only be operated as authorised by the Committee and any malfunction of a Gate must be reported to the Committee.
- (e) Any Gate Key must be dealt with in a security conscious manner and must not be given to anyone other than an Owner or Occupier. The loss of any Gate Key must be reported to the Committee.
- (f) The Body Corporate must issue Gate Keys in the reasonable quantity required by an Owner or Occupier on payment by that person to the Body Corporate of a fee and lodgement of a bond as reasonably determined by the Committee. All Gate Keys will remain the property of the Body Corporate.
- (g) An Owner or Occupier, on ceasing to be an Owner or Occupier must promptly return to the Committee all Gate Keys in their possession and upon return of a Gate Key in good working order and condition any bond held in respect of the Gate Key will be refunded by the Body Corporate to that Owner or Occupier.
- (h) If the Committee in the exercise of its powers under these by-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, the Committee may make available to the Owners such a number of keys or operating devices as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers available to Owners upon payment of such reasonable charges as may be determined from time to time by the Committee.

16. Auction Sale

An Occupier of a Lot must not permit any auction sale to be conducted or take place on the Common Property without the written consent of the Body Corporate, but this by-law does not prohibit an auction sale of a Lot being conducted in that Lot.

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17. Recovery of Moneys

- (a) Where the Body Corporate expends any of its funds to rectify any breach of any law or of these by-laws by an Occupier of a Lot, the Body Corporate may recover the amount spent as a liquidated debt from the Owner of that Lot by commencing proceedings against that Owner.
- (b) If a contribution levied under the Act or any other monies which are due and owing by an Owner (or any mortgagee in possession) of a Lot to the Body Corporate is unpaid for a period of thirty (30) days after it falls due for payment then the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in general meeting. If no such resolution has been made, then interest will accrue at a rate of 2% per month or any part thereof.
- (c) If at any time a person becomes the Owner of a Lot and another person is liable in respect of the Lot to pay the interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest and the amount of any interest is recoverable by the Body Corporate as a liquidated debt.

18. Legal Proceedings

The Body Corporate may commence or authorise the commencement of legal proceedings against any Owner (or any mortgagee in possession) of a Lot who owes money to the Body Corporate.

19. Rules

The Body Corporate and the Committee may make rules about the Common Property and Body Corporate assets and the Common Property not inconsistent with these by-laws. All such rules must be observed by Occupiers of Lots but such rules will be of no effect unless ratified by a majority resolution of the Body Corporate at a general meeting of the Owners held within 12 months of their commencement.

20. Copy of by-laws

Each Owner must provide a copy of these by-laws to any tenant or other Occupier of that Owner's Lot.

21. Bicycles, etc.

An Occupier of a Lot must not without the prior written approval of the Committee ride or permit the riding of any bicycle, skateboard, rollerblades or similar things on the Common Property.

22. Easements

The Body Corporate may:

- (a) grant any easement, licence, right of way or any other concession to enable services (for example electricity, telecommunications, communications, gas, drainage, water or sewerage) from any public authority or instrumentality, any Federal or State Government department, authority or instrumentality, or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and
- (b) enter into or be a party to or have the benefit of a grant of easement with any adjoining land owner or the Local Government whether pursuant to conditions of the approval for the development of the Scheme Land or otherwise, for any purpose necessary for the use and enjoyment of a Lot or the Common Property or for the benefit of adjoining land owners, the Local Government or any other person including, without limitation, for access, services, protection of vegetation and maintenance of dividing fences.

23. Body Corporate Empowered to Enter into Agreements

- (a) Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate may enter into one or more of the following agreements with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide:
 - (i) an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of Lots on behalf of Owners and Occupiers;
 - (ii) an agreement or agreements for the appointment of a Body Corporate manager for the performance of, amongst other things, certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate may deem appropriate;
 - (iii) an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the Building and Common Property or for the purposes of ensuring the proper performance of the powers, duties and functions of the Body Corporate and of the Committee (including agreements with service contractors and service and maintenance contracts in respect of Services Infrastructure, for example, mechanical ventilation, fire control equipment and security systems); and
 - (iv) an agreement or agreements for the supply of Services to the Building and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on the Building.
- (b) Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

24. Special Privileges

Whilst there is in existence an agreement with a Caretaker and/or Letting Agent to provide services for the control, management and administration of the Common Property and/or letting and ancillary services to such of the Owners or Occupiers of Lots who wish to avail themselves of such services, then:

- (a) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the agreements;
- (b) the Body Corporate will not allow any person other than the party to such agreements to provide, from the Scheme Land, any of the services set out in the agreements;
- (c) the Body Corporate will not enter into with any other person or entity an agreement similar to the agreements;
- (d) the Caretaker and/or Letting Agent may affix and/or display such signage and advertisements on Common Property as may be reasonably required by the Caretaker or Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered into with the Body Corporate, provided that they are in keeping with the amenity of the Scheme;
- (e) the Body Corporate must not grant to any other person the right to conduct any business of a similar nature to the Letting Agent's letting business from within the Scheme Land, nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any such business from within the Scheme Land;

- (f) the Body Corporate confers on the Caretaker special privileges in respect of the whole of the Common Property to use same in connection with the business carried out pursuant to its agreement with the Body Corporate;
- (g) the Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which special privileges have been granted pursuant to this by-law.

25. Bulk Supply of Utilities

The Body Corporate will have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and use and to have installed, use, run and maintain any utility management system for utilities in the Scheme Land and in such case:

- (a) the Body Corporate will have the power to enter into a contract for the purpose of reticulated utility, on the most economical basis, for the whole of the Scheme Land from the relevant authority;
- (b) the Body Corporate will have the power to sell reticulated utility to each Occupier of a Lot;
- (c) each Occupier must purchase and only use utility consumed in its Lot direct from the Body Corporate and must not purchase utility from any other source;
- (d) the Body Corporate will arrange for the installation of a separate utility meter for each Lot;
- (e) the Body Corporate will not be required to supply to any Occupier utility requirements beyond the requirements which the relevant authority could supply at any particular time;
- (f) the price to be charged by the Body Corporate to each Occupier for the supply of reticulated utility will be at the same rate it has purchased the utility plus the cost of any meter readings, costs to produce consumption invoices, any administration and reminders and collection charges
- (g) the Body Corporate will render accounts to each Owner or Occupier of a Lot and such accounts will be payable to the Body Corporate by the Owner within 14 days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these by-laws, an Owner of a Lot is liable, jointly and severally with any person who was liable to pay that utility account when that Owner became the Owner of that Lot;
- (i) if a proper account for the supply of reticulated utility is not paid by its due date for payment, then the Body Corporate will be entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated utility to the relevant Lot;
- (j) the Body Corporate will not under any circumstances whatsoever be responsible or liable for any failure of the supply of utility due to breakdown, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (k) the Body Corporate may, from time to time determine a security deposit to be paid by each Owner of a Lot connected for the supply of the reticulated utility as a guarantee against non payment of accounts for the supply of reticulated utility or money payable under this by-law.

26. Right of Entry

- (a) Upon the Body Corporate or the Committee giving reasonable notice to an Occupier of a Lot, the Occupier must permit the Body Corporate, its authorised representative or any contractor, workman or other

authorised person the right of access to the Lot for the purpose of carrying out works or effecting repairs to any Services Infrastructure.

- (b) If in the reasonable opinion of the Body Corporate or the Committee there is a matter of emergency, no notice will be necessary. Any works or repairs will be at the expense of the Owner of the Lot in the case where the need for such works or repairs is due to any act or default of the Occupier or their Guests, servants or agents. The Body Corporate and the Committee, in exercising the powers under this by-law must ensure that its servants, agents and employees cause as little inconvenience to the Occupier of the Lot as is reasonable in the circumstances.

27. Committee Consent

Subject to any provision of these by-laws to the contrary, where any act or thing requires the consent of the Committee, the Committee may, acting reasonably, give its consent to that thing with or without conditions or refuse to give its consent.

28. Construction and Sale of Lots

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an Owner of any Lot, the Original Owner and its servants, agents, authorised representatives and contractors, will be entitled:
- (i) to place such signs and other advertising and display material in and about any Lot owned by the Original Owner or the Common Property, provided that they are reasonably attractive in appearance;
 - (ii) to enter onto and pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land, or to store building materials, vehicles, equipment or fill on the Scheme Land; and
 - (iii) to carry out any works or other activities required for the purpose of constructing the Building or any other improvements on the Scheme Land, and no objection will be made to the noise, nuisance or other inconvenience which might arise from such works.
- (b) In exercising its rights under this by-law, the Original Owner will use its reasonable endeavours to prevent undue interference with the enjoyment by any Occupiers of their Lots and the Common Property.
- (c) Whilst any construction or building works are being undertaken by the Original Owner on the Scheme Land, all Occupiers and Guests must comply with the reasonable directions of the Original Owner (and its servants, agents, authorised representatives and contractors). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

29. Authorised Allocations

- (a) Subject to the requirements of the Act, the Original Owner is authorised to allocate for the exclusive use, for the rights and enjoyment of, or other special rights of, any part of the Common Property and any asset of the Body Corporate for any of the following purposes:
- (i) parking purposes;
 - (ii) bicycle parking purposes;
 - (iii) storage area purposes;
 - (iv) air-conditioning unit keeping purposes;

- (v) antenna and other communication device keeping purposes;
- (vi) toilet and/or washroom use purposes;
- (vii) signage area purposes;
- (viii) access purposes; and
- (ix) to the extent lawful, any other lawful purpose determined by the Original Owner.

(Authorised Allocation)

- (b) The Original Owner may make an Authorised Allocation within the period of 12 months after the recording of the Community Management Statement which includes this by-law, or such longer period as may be permitted under the Act.
- (c) Each Occupier of a Lot to which an Authorised Allocation attaches must:
 - (i) use it in a way not likely to interfere with the peaceful enjoyment of another Lot or the Common Property including another exclusive use area;
 - (ii) use it only for the purpose for which the allocation is made; and
 - (iii) keep it tidy and free from rubbish.

30. Car Washing Bay

- (a) An Owner wishing to wash a motor vehicle or motor cycle (**Vehicle**) on the Common Property must wash that Vehicle in the Car Washing Bay.
- (b) An Owner, on using the Car Washing Bay, must leave it in a clean and tidy condition ready for use by another Owner wishing to use the Car Washing Bay.
- (c) The Committee may determine hours and arrangements for use of the Car Washing Bay and arrange for signs to be placed on the Common Property notifying Owners of the hours and conditions of use.

31. Exclusive Use Areas

- (a) The Owner of a Lot identified in Schedule E is entitled to the exclusive use and to the rights and enjoyment of and other special rights about that part of the Common Property (the **Exclusive Use Areas**) allocated in Schedule E for the purposes set out in Schedule E.
- (b) Each Occupier of a Lot to which an Exclusive Use Area is allocated under this by-law must:
 - (i) use the Exclusive Use Area in a way not likely to interfere with the peaceful enjoyment of any Lot or the Common Property;
 - (ii) keep the Exclusive Use Area in good repair and condition, neat and tidy and free from rubbish and be responsible for all repairs and maintenance within that area;
 - (iii) use the Exclusive Use Area only for the purpose for which the allocation was granted; and

32. Council Mandated Terms

- (a) A prerequisite for the establishment of the Scheme was the obtaining of certain development approvals from the Local Government (**Development Approvals**). The conditions of the Development Approvals, as

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far as they continue to have application after establishment of the Scheme are Requirements for the purposes of these by-laws.

- (b) The Body Corporate and all Owners and Occupiers must maintain and not contravene the conditions of approval for the Scheme issued by the Local Government and in particular:
- (i) The Body Corporate must ensure equal access to all visitor car parking spaces, communal recreation areas, access driveways and the like intended to be available to all lots in the Community Titles Scheme;
 - (ii) The Body Corporate must Ensure that the area shown on the approved plan of development as "Onsite Retention Basin" forms part of the common property for the Community Titles Scheme.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

- A Services Location Diagram for all service easements for the Common Property of the Scheme is attached and marked "F".
- The Lots in the Scheme are affected by the following types of statutory easements:

Lots Affected	Statutory Easement	Services Location Diagram
All lots and Common Property	Utility Services Shelter Support Maintenance close to boundary Minor Projection	Annexure "F"

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

Lot on Plan	Exclusive use area	Purpose
Lot 1 on SP 287600	Area E1 on Sketch Marked A	Courtyard
Lot 2 on SP 287600	Area C2 on Sketch Marked A	Car Parking
	Area E2 on Sketch Marked A	Courtyard
Lot 3 on SP 287600	Area C3 on Sketch Marked A	Car Parking
	Area E3 on Sketch Marked A	Courtyard
Lot 4 on SP 287600	Area C4 on Sketch Marked A	Car Parking
	Area E4 on Sketch Marked A	Courtyard
Lot 5 on SP 287600	Area C5 on Sketch Marked A	Car Parking
	Area E5 on Sketch Marked A	Courtyard
Lot 6 on SP 287600	Area C6 on Sketch Marked A	Car Parking
	Area E6 on Sketch Marked A	Courtyard
Lot 7 on SP 287600	Area C7 on Sketch Marked A	Car Parking
	Area E7 on Sketch Marked A	Courtyard
Lot 8 on SP 287600	Area C8 on Sketch Marked A	Car Parking

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	Area E8 on Sketch Marked A	Courtyard
Lot 9 on SP 287600	Area C9 on Sketch Marked A	Car Parking
	Area E9 on Sketch Marked A	Courtyard
Lot 10 on SP 287600	Area C10 on Sketch Marked A	Car Parking
	Area E10 on Sketch Marked A	Courtyard
Lot 11 on SP 287600	Area C11 on Sketch Marked A	Car Parking
	Area E11 on Sketch Marked A	Courtyard
Lot 12 on SP 287600	Area C12 on Sketch Marked A	Car Parking
	Area E12 on Sketch Marked A	Courtyard
Lot 13 on SP 287600	Area C13 on Sketch Marked A	Car Parking
	Area E13 on Sketch Marked A	Courtyard
Lot 14 on SP 287600	Area C14 on Sketch Marked A	Car Parking
	Area E14 on Sketch Marked A	Courtyard
Lot 15 on SP 287600	Area C15 on Sketch Marked A	Car Parking
	Area E15 on Sketch Marked A	Courtyard
Lot 16 on SP 287600	Area C16 on Sketch Marked A	Car Parking
	Area E16 on Sketch Marked A	Courtyard
Lot 17 on SP 287600	Area C17 on Sketch Marked A	Car Parking
	Area E17 on Sketch Marked A	Courtyard
Lot 18 on SP 287600	Area C18 on Sketch Marked A	Car Parking
	Area E18 on Sketch Marked A	Courtyard
Lot 19 on SP 287600	Area C19 on Sketch Marked A	Car Parking
	Area E19 on Sketch Marked A	Courtyard
Lot 20 on SP 287601	Area C20 on Sketch Marked B	Car Parking
	Area E20 on Sketch Marked B	Courtyard
Lot 21 on SP 287601	Area C21 on Sketch Marked B	Car Parking
	Area E21 on Sketch Marked B	Courtyard
Lot 22 on SP 287601	Area C22 on Sketch Marked B	Car Parking
	Area E22 on Sketch Marked B	Courtyard

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Lot 23 on SP 287601	Area C23 on Sketch Marked B	Car Parking
	Area E23 on Sketch Marked B	Courtyard
Lot 24 on SP 287601	Area C24 on Sketch Marked B	Car Parking
	Area E24 on Sketch Marked B	Courtyard
Lot 25 on SP 287601	Area C25 on Sketch Marked B	Car Parking
	Area E25 on Sketch Marked B	Courtyard
Lot 26 on SP 287601	Area C26 on Sketch Marked B	Car Parking
	Area E26 on Sketch Marked B	Courtyard
Lot 27 on SP 287601	Area C27 on Sketch Marked B	Car Parking
	Area E27 on Sketch Marked B	Courtyard
Lot 28 on SP 287601	Area C28 on Sketch Marked B	Car Parking
	Area E28 on Sketch Marked B	Courtyard
Lot 29 on SP 287601	Area C29 on Sketch Marked B	Car Parking
	Area E29 on Sketch Marked B	Courtyard
Lot 30 on SP 287601	Area C30 on Sketch Marked B	Car Parking
	Area E30 on Sketch Marked B	Courtyard
Lot 31 on SP 287601	Area C31 on Sketch Marked B	Car Parking
	Area E31 on Sketch Marked B	Courtyard
Lot 32 on SP 287601	Area C32 on Sketch Marked B	Car Parking
	Area E32 on Sketch Marked B	Courtyard
Lot 33 on SP 287601	Area C33 on Sketch Marked B	Car Parking
	Area E33 on Sketch Marked B	Courtyard
Lot 34 on SP 287601	Area C34 on Sketch Marked B	Car Parking
	Area E34 on Sketch Marked B	Courtyard
Lot 35 on SP 287601	Area C35 on Sketch Marked B	Car Parking
	Area E35 on Sketch Marked B	Courtyard
Lot 36 on SP 287601	Area C36 on Sketch Marked B	Car Parking
	Area E36 on Sketch Marked B	Courtyard
Lot 37 on SP 287601	Area C37 on Sketch Marked B	Car Parking

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	Area E37 on Sketch Marked B	Courtyard
Lot 38 on SP 287601	Area C38 on Sketch Marked B	Car Parking
	Area E38 on Sketch Marked B	Courtyard
Lot 39 on SP 287601	Area C39 on Sketch Marked B	Car Parking
	Area E39 on Sketch Marked B	Courtyard
Lot 40 on SP 287601	Area C40 on Sketch Marked B	Car Parking
	Area E40 on Sketch Marked B	Courtyard
Lot 41 on SP 287601	Area C41 on Sketch Marked B	Car Parking
	Area E41 on Sketch Marked B	Courtyard
Lot 42 on SP 287602	Area C42 on Sketch Marked D	Car Parking
	Area E42 on Sketch Marked D	Courtyard
Lot 43 on SP 287602	Area C43 on Sketch Marked D	Car Parking
	Area E43 on Sketch Marked D	Courtyard
Lot 44 on SP 287602	Area C44 on Sketch Marked D	Car Parking
	Area E44 on Sketch Marked D	Courtyard
Lot 45 on SP 287602	Area C45 on Sketch Marked D	Car Parking
	Area E45 on Sketch Marked D	Courtyard
Lot 46 on SP 287602	Area C46 on Sketch Marked D	Car Parking
	Area E46 on Sketch Marked D	Courtyard
Lot 47 on SP 287602	Area C47 on Sketch Marked D	Car Parking
	Area E47 on Sketch Marked D	Courtyard
Lot 48 on SP 287602	Area C48 on Sketch Marked D	Car Parking
	Area E48 on Sketch Marked D	Courtyard
Lot 49 on SP 287602	Area C49 on Sketch Marked D	Car Parking
	Area E49 on Sketch Marked D	Courtyard
Lot 50 on SP 287602	Area C50 on Sketch Marked D	Car Parking
	Area E50 on Sketch Marked D	Courtyard
Lot 51 on SP 287602	Area C51 on Sketch Marked D	Car Parking
	Area E51 on Sketch Marked D	Courtyard

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Lot 52 on SP 287602	Area C52 on Sketch Marked D	Car Parking
	Area E52 on Sketch Marked D	Courtyard
Lot 53 on SP 287602	Area C53 on Sketch Marked D	Car Parking
	Area E53 on Sketch Marked D	Courtyard
Lot 54 on SP 287602	Area C54 on Sketch Marked D	Car Parking
	Area E54 on Sketch Marked D	Courtyard
Lot 55 on SP 287602	Area C55 on Sketch Marked D	Car Parking
	Area E55 on Sketch Marked D	Courtyard
Lot 56 on SP 287602	Area C56 on Sketch Marked D	Car Parking
	Area E56 on Sketch Marked D	Courtyard
Lot 57 on SP 287602	Area C57 on Sketch Marked D	Car Parking
	Area E57 on Sketch Marked D	Courtyard
Lot 58 on SP 287602	Area C58 on Sketch Marked D	Car Parking
	Area E58 on Sketch Marked D	Courtyard
Lot 59 on SP 287602	Area C59 on Sketch Marked D	Car Parking
	Area E59 on Sketch Marked D	Courtyard
Lot 60 on SP 287602	Area C60 on Sketch Marked D	Car Parking
	Area E60 on Sketch Marked D	Courtyard
Lot 61 on SP 287602	Area C61 on Sketch Marked D	Car Parking
	Area E61 on Sketch Marked D	Courtyard
Lot 62 on SP 287603	Area C62 on Sketch Marked E	Car Parking
	Area E62 on Sketch Marked E	Courtyard
Lot 63 on SP 287603	Area C63 on Sketch Marked E	Car Parking
	Area E63 on Sketch Marked E	Courtyard
Lot 64 on SP 287603	Area C64 on Sketch Marked E	Car Parking
	Area E64 on Sketch Marked E	Courtyard
Lot 65 on SP 287603	Area C65 on Sketch Marked E	Car Parking
	Area E65 on Sketch Marked E	Courtyard
Lot 66 on SP 287603	Area C66 on Sketch Marked E	Car Parking

Title Reference

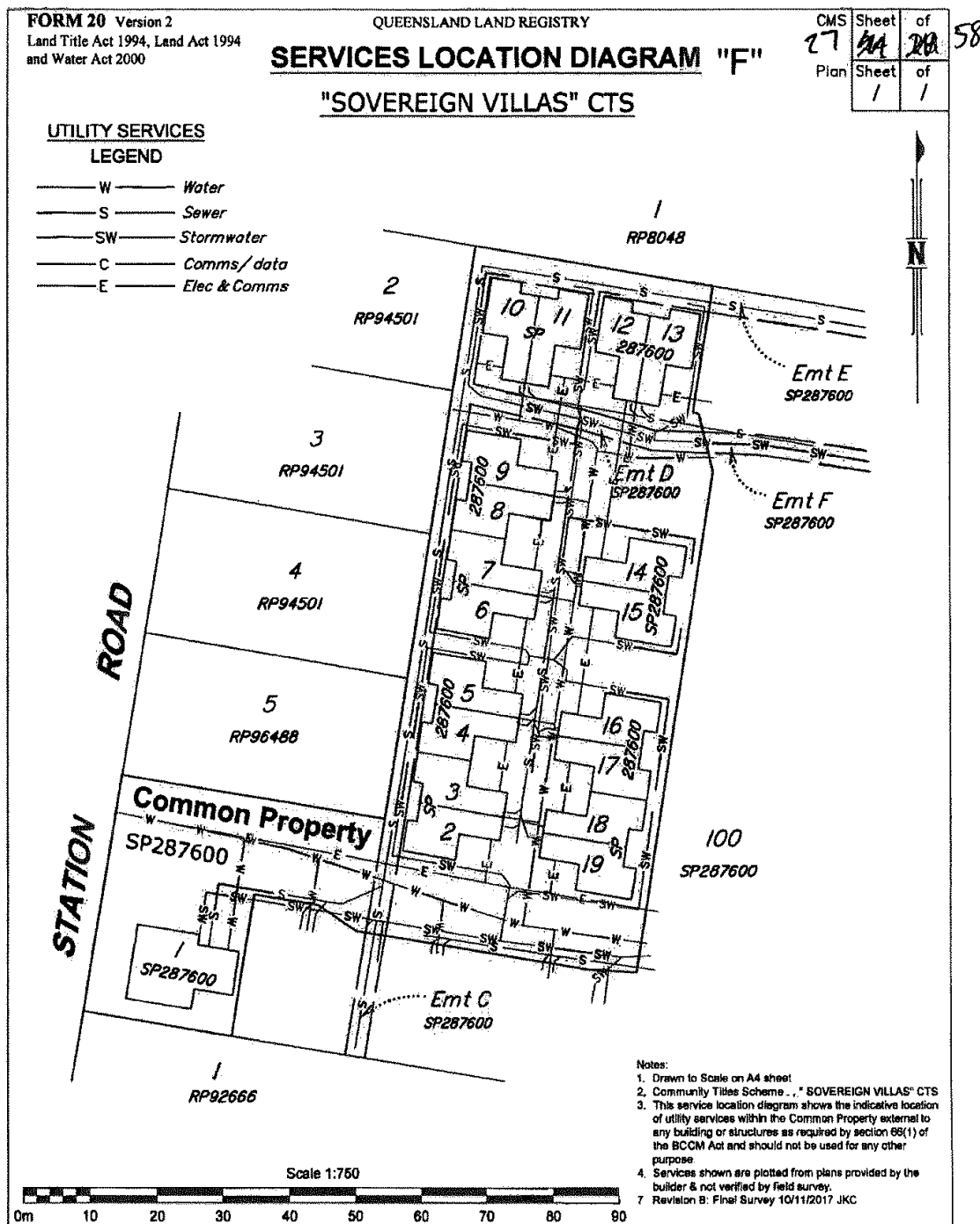
Page 25 of 56

	Area E66 on Sketch Marked E	Courtyard
Lot 67 on SP 287603	Area C67 on Sketch Marked E	Car Parking
	Area E67 on Sketch Marked E	Courtyard
Lot 70 on SP 287603	Area C70 on Sketch Marked E	Car Parking
	Area E70 on Sketch Marked E	Courtyard
Lot 71 on SP 287603	Area C71 on Sketch Marked E	Car Parking
	Area E71 on Sketch Marked E	Courtyard
Lot 72 on SP 287603	Area C72 on Sketch Marked E	Car Parking
	Area E72 on Sketch Marked E	Courtyard
Lot 73 on SP 287603	Area C73 on Sketch Marked E	Car Parking
	Area E73 on Sketch Marked E	Courtyard
Lot 74 on SP 287603	Area C74 on Sketch Marked E	Car Parking
	Area E74 on Sketch Marked E	Courtyard
Lot 75 on SP 287603	Area C75 on Sketch Marked E	Car Parking
	Area E75 on Sketch Marked E	Courtyard
Lot 76 on SP 287603	Area C76 on Sketch Marked E	Car Parking
	Area E76 on Sketch Marked E	Courtyard
Lot 77 on SP 287603	Area C77 on Sketch Marked E	Car Parking
	Area E77 on Sketch Marked E	Courtyard
Lot 78 on SP 287603	Area C78 on Sketch Marked E	Car Parking
	Area E78 on Sketch Marked E	Courtyard
Lot 79 on SP 287603	Area C79 on Sketch Marked E	Car Parking
	Area E79 on Sketch Marked E	Courtyard
Lot 80 on SP 287603	Area C80 on Sketch Marked E	Car Parking
	Area E80 on Sketch Marked E	Courtyard
Lot 81 on SP 287603	Area C81 on Sketch Marked E	Car Parking
	Area E81 on Sketch Marked E	Courtyard
Lot 82 on SP 287604	Area C82 on Sketch Marked C	Car Parking
	Area E82 on Sketch Marked C	Courtyard

Title Reference

Page 26 of 58

Lot 83 on SP 287604	Area C83 on Sketch Marked C	Car Parking
	Area E83 on Sketch Marked C	Courtyard
Lot 84 on SP 287604	Area C84 on Sketch Marked C	Car Parking
	Area E84 on Sketch Marked C	Courtyard
Lot 85 on SP 287604	Area C85 on Sketch Marked C	Car Parking
	Area E85 on Sketch Marked C	Courtyard
Lot 86 on SP 287604	Area C86 on Sketch Marked C	Car Parking
	Area E86 on Sketch Marked C	Courtyard
Lot 87 on SP 287604	Area C87 on Sketch Marked C	Car Parking
	Area E87 on Sketch Marked C	Courtyard
Lot 88 on SP 287604	Area C88 on Sketch Marked C	Car Parking
	Area E88 on Sketch Marked C	Courtyard
Lot 89 on SP 287604	Area C89 on Sketch Marked C	Car Parking
	Area E89 on Sketch Marked C	Courtyard
Lot 90 on SP 287604	Area C90 on Sketch Marked C	Car Parking
	Area E90 on Sketch Marked C	Courtyard
Lot 91 on SP 287604	Area C91 on Sketch Marked C	Car Parking
	Area E91 on Sketch Marked C	Courtyard
Lot 92 on SP 287604	Area C92 on Sketch Marked C	Car Parking
	Area E92 on Sketch Marked C	Courtyard
Lot 93 on SP 287604	Area C93 on Sketch Marked C	Car Parking
	Area E93 on Sketch Marked C	Courtyard
Lot 94 on SP 287604	Area C94 on Sketch Marked C	Car Parking
	Area E94 on Sketch Marked C	Courtyard
Lot 95 on SP 287604	Area C95 on Sketch Marked C	Car Parking
	Area E95 on Sketch Marked C	Courtyard



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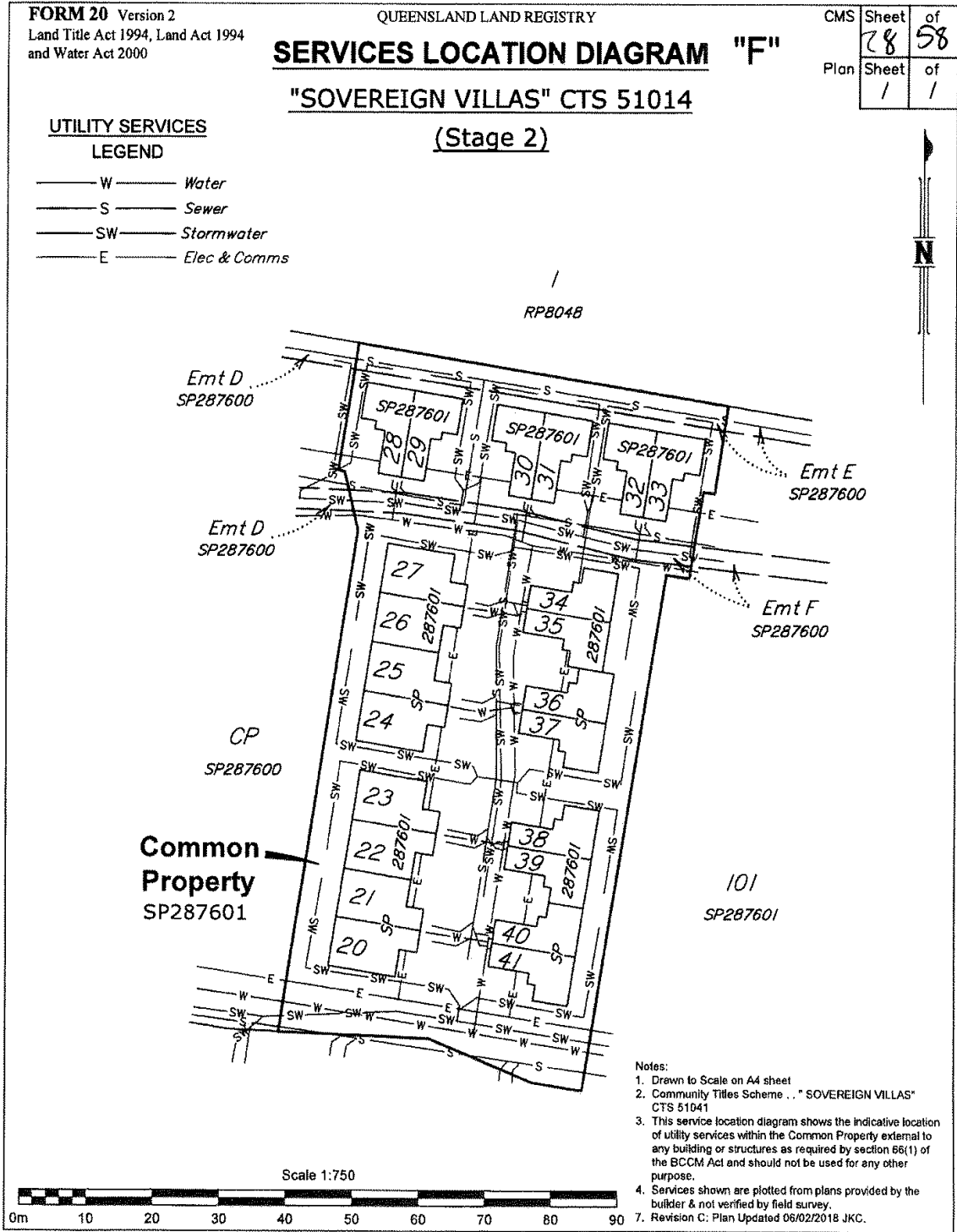
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Services Location Diagram
in the Common Property on
SP287600 of "SOVEREIGN VILLAS" CTS

Client: **NO LIMIT**

Locality:	BETHANIA
Local Gov:	LCC
Prepared By:	DJL
Surveyed By:	SWM
Approved:	SWM
Date Created:	12/10/2016
Scale:	1:750
Comp File:	151623.PROJECT
Plan No:	151623_010_SLD_B

A4



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Title: **Services Location Diagram**
in the Common Property on
SP287601 of "SOVEREIGN VILLAS"
CTS 51014 (Stage 2)

Client:	NO LIMIT		
Locality:	BETHANIA		
Local Gov:	LCC	Prepared By:	DJL
Surveyed By:	SWM	Approved:	SWM
Date Created:	12/10/2016	Scale:	1:750
Comp File:	151623.PROJECT		
Plan No:	151623_009_SLD_C		

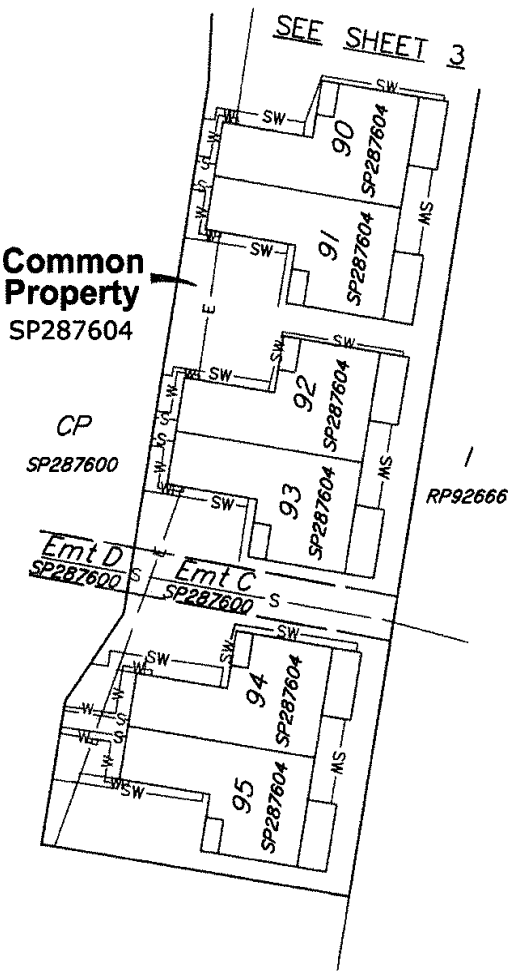
FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E
SERVICES LOCATION DIAGRAM "F"
"SOVEREIGN VILLAS" CTS 51014
(Stage 3)

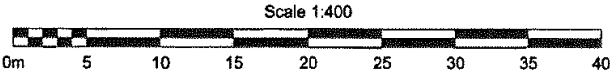
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		30	58
	Plan	Sheet	of
		2	3

UTILITY SERVICES
LEGEND

- W — W — Water
- S — S — Sewer
- SW — SW — Stormwater
- E — E — Elec & Comms



Bennett + Bennett (NOL) 151623_024_SLD.DWG D.L. 20/02/2019



FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

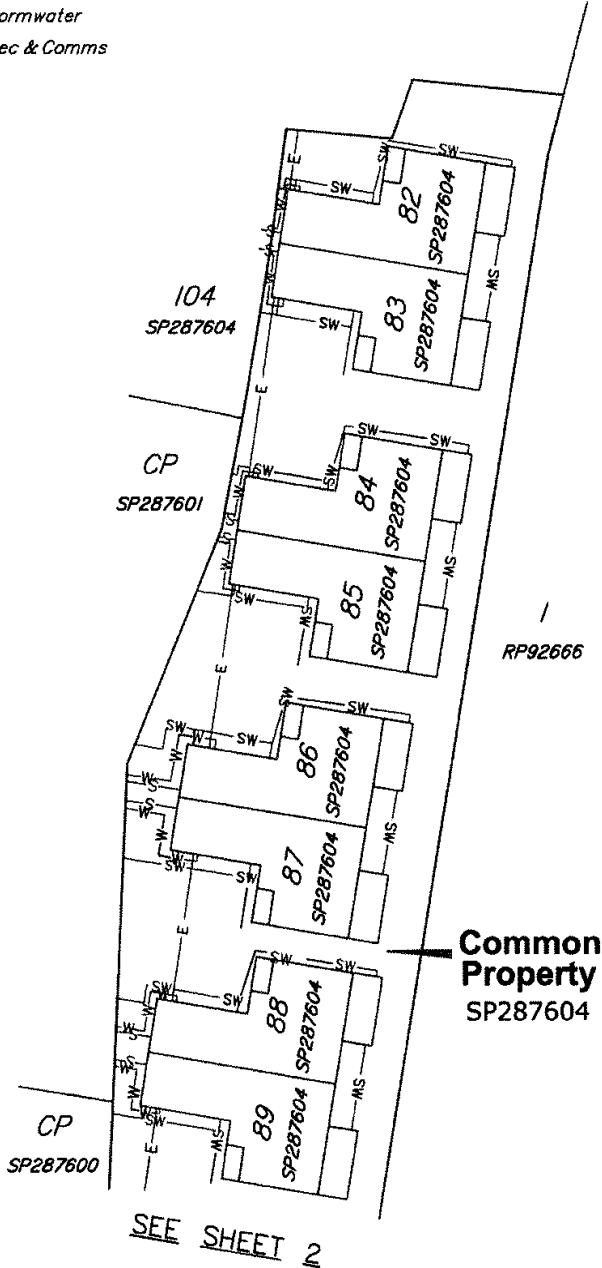
SCHEDULE E
SERVICES LOCATION DIAGRAM "F"
"SOVEREIGN VILLAS" CTS 51014
(Stage 3)

QUEENSLAND LAND REGISTRY

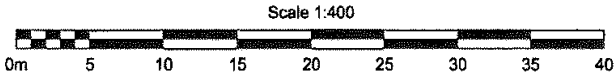
CMS	Sheet	of
	31	58
Plan	Sheet	of
	3	3

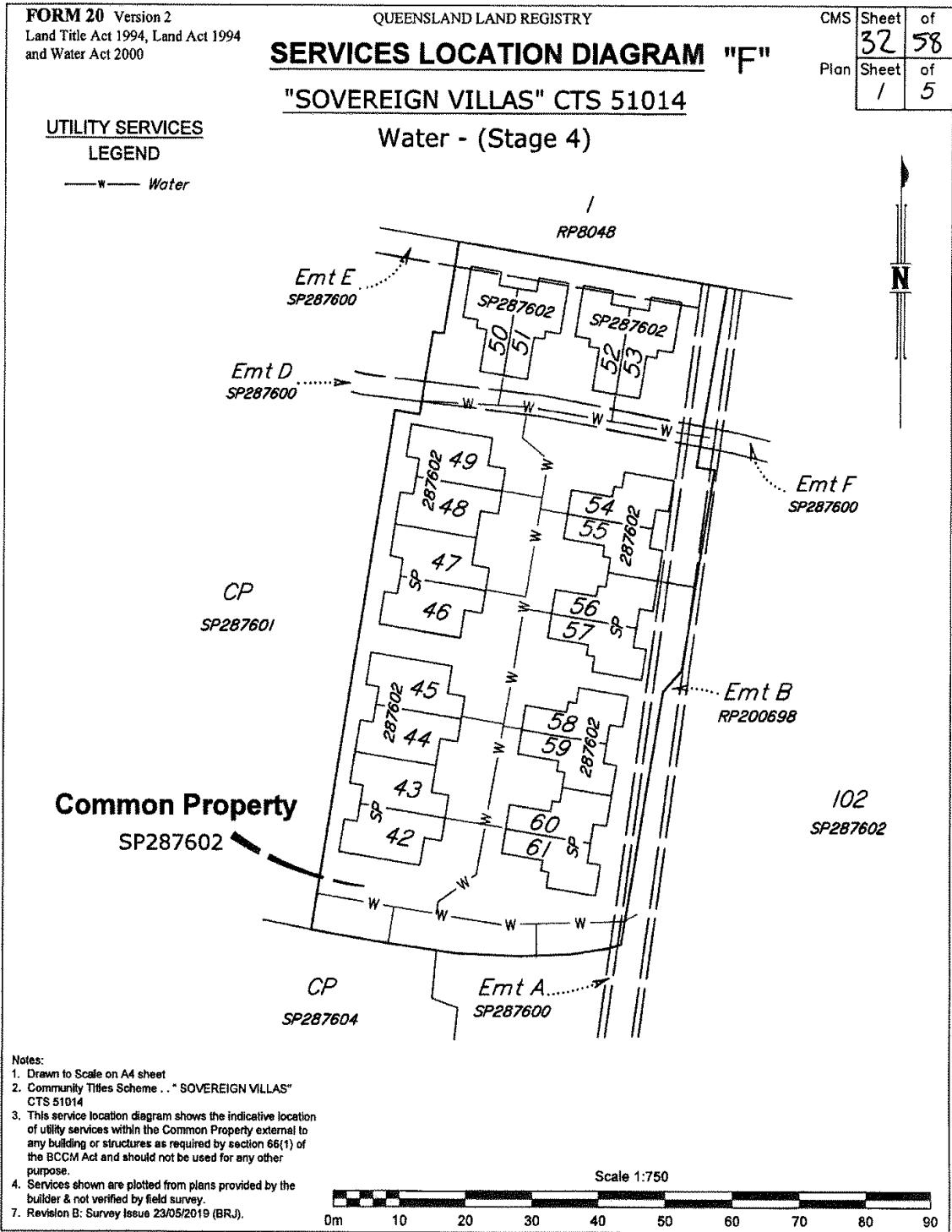
UTILITY SERVICES
LEGEND

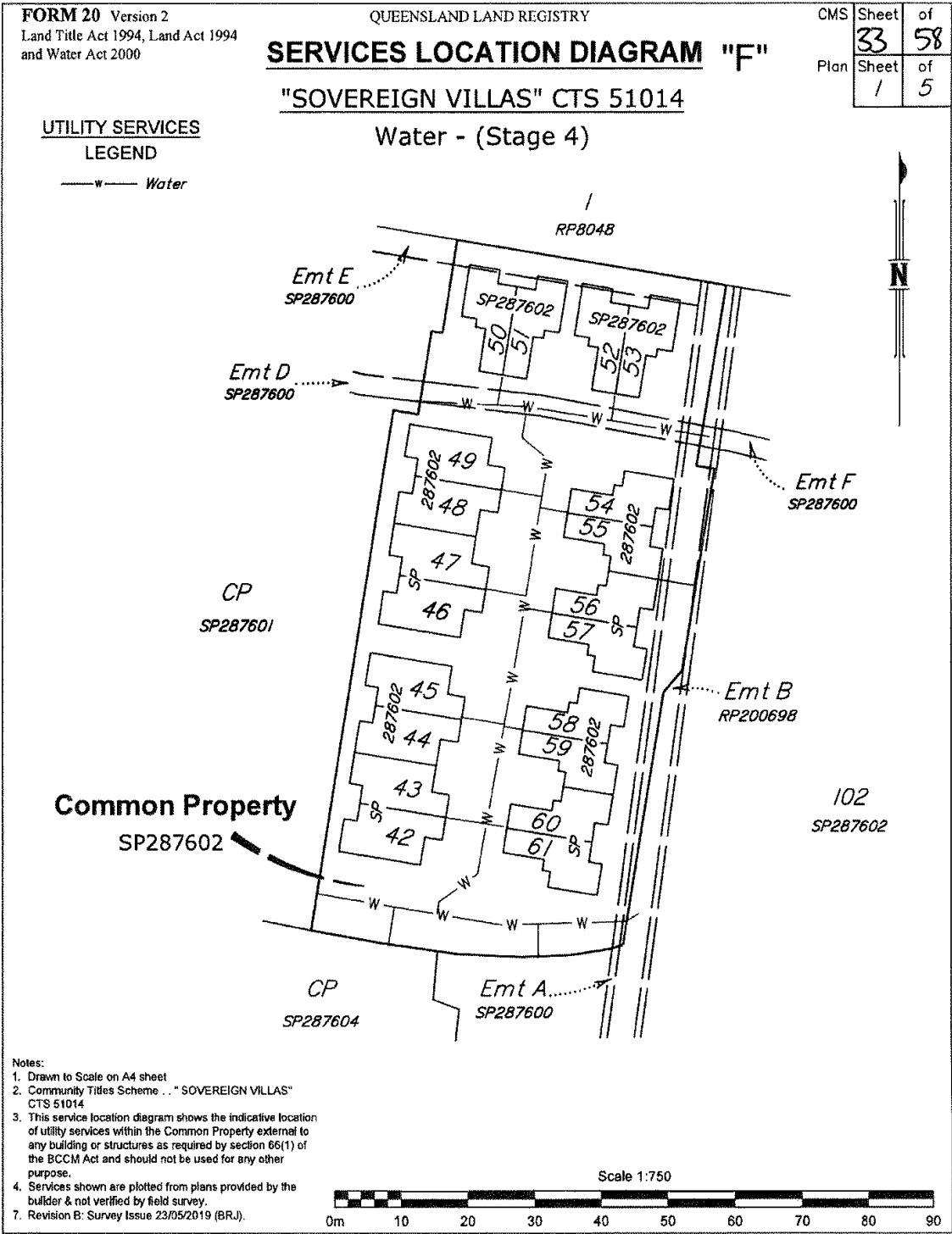
- W — W — Water
- S — S — Sewer
- SW — SW — Stormwater
- E — E — Elec & Comms



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Title:

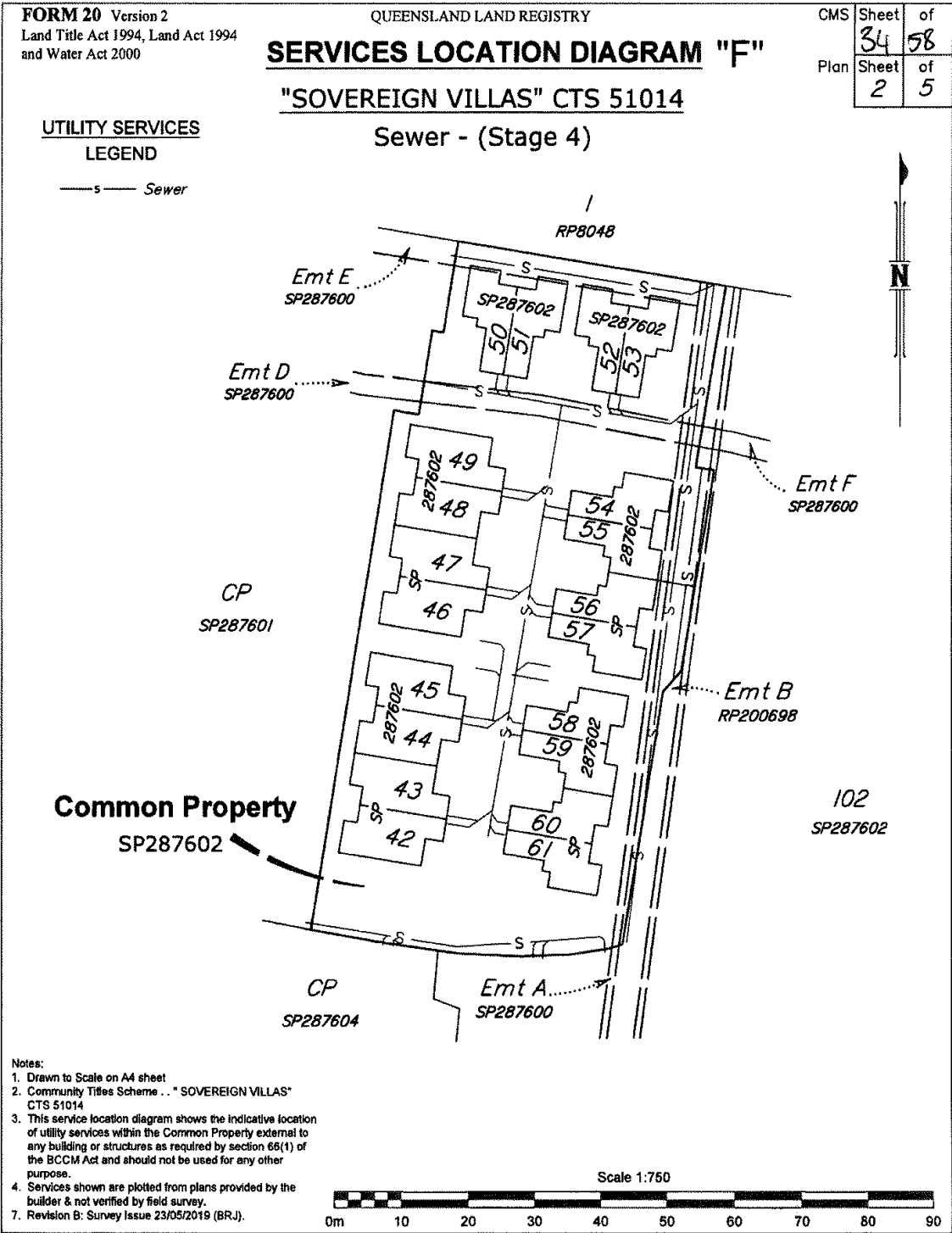
SERVICES LOCATION DIAGRAM

in the Common Property on

SP287602 of "SOVEREIGN VILLAS"

CTS 51014 (Stage 4)

Client:	NO LIMIT		
Locality:	BETHANIA		
Local Gov:	LCC	Prepared By:	JKC
Surveyed By:	SWM	Approved:	SWM
Date Created:	02/02/2018	Scale:	1:750
Comp File:	151623.PROJECT		
Plan No:	151623_027_SLD		



FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

QUEENSLAND LAND REGISTRY

SERVICES LOCATION DIAGRAM "F"

"SOVEREIGN VILLAS" CTS 51014

Stormwater - (Stage 4)

CMS	Sheet	of
	35	58
Plan	Sheet	of
	3	5

UTILITY SERVICES LEGEND

—SW— Stormwater

Common Property

SP287602

CP
SP287601

CP
SP287604

102
SP287602

Emt E
SP287600

Emt D
SP287600

Emt F
SP287600

Emt B
RP200698

Emt A
SP287600

Notes:

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme . . . "SOVEREIGN VILLAS"
CTS 51014
3. This service location diagram shows the indicative location
of utility services within the Common Property external to
any building or structures as required by section 66(1) of
the BCCM Act and should not be used for any other
purpose.
4. Services shown are plotted from plans provided by the
builder & not verified by field survey.
7. Revision B: Survey Issue 23/05/2019 (BRJ).

Scale 1:750



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Title:

Services Location Diagram
in the Common Property on
SP287602 of "SOVEREIGN VILLAS"
CTS 51014 [Stage 4]

Client: **NO LIMIT**

Locality: **BETHANIA**

Local Gov: **LCC** Prepared By: **JKC**

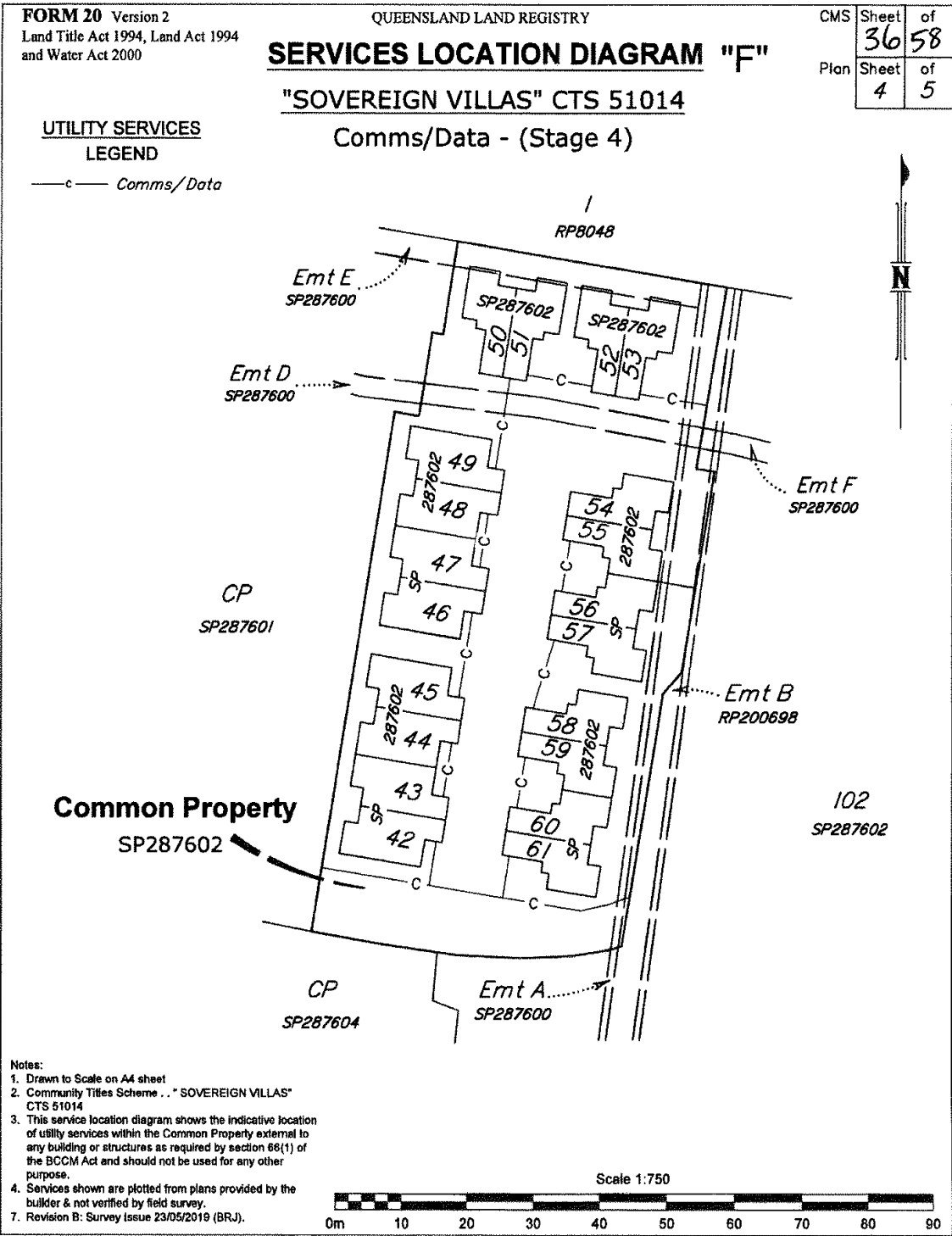
Surveyed By: **SWM** Approved: **SWM**

Date Created: **02/02/2018** Scale: **1:750**

Comp File: **151623.PROJECT**

Plan No: **151623_027_SLD**

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Title:

Services Location Diagram
in the Common Property on
SP287602 of "SOVEREIGN VILLAS"
CTS 51014 (Stage 4)

Client:

NO LIMIT

Locality:

BETHANIA

Local Gov:

LCC

Surveyed By:

SWM

Date Created:

02/02/2018

Comp File:

151623.PROJECT

Plan No:

151623_027_SLD

Prepared By:

JKC

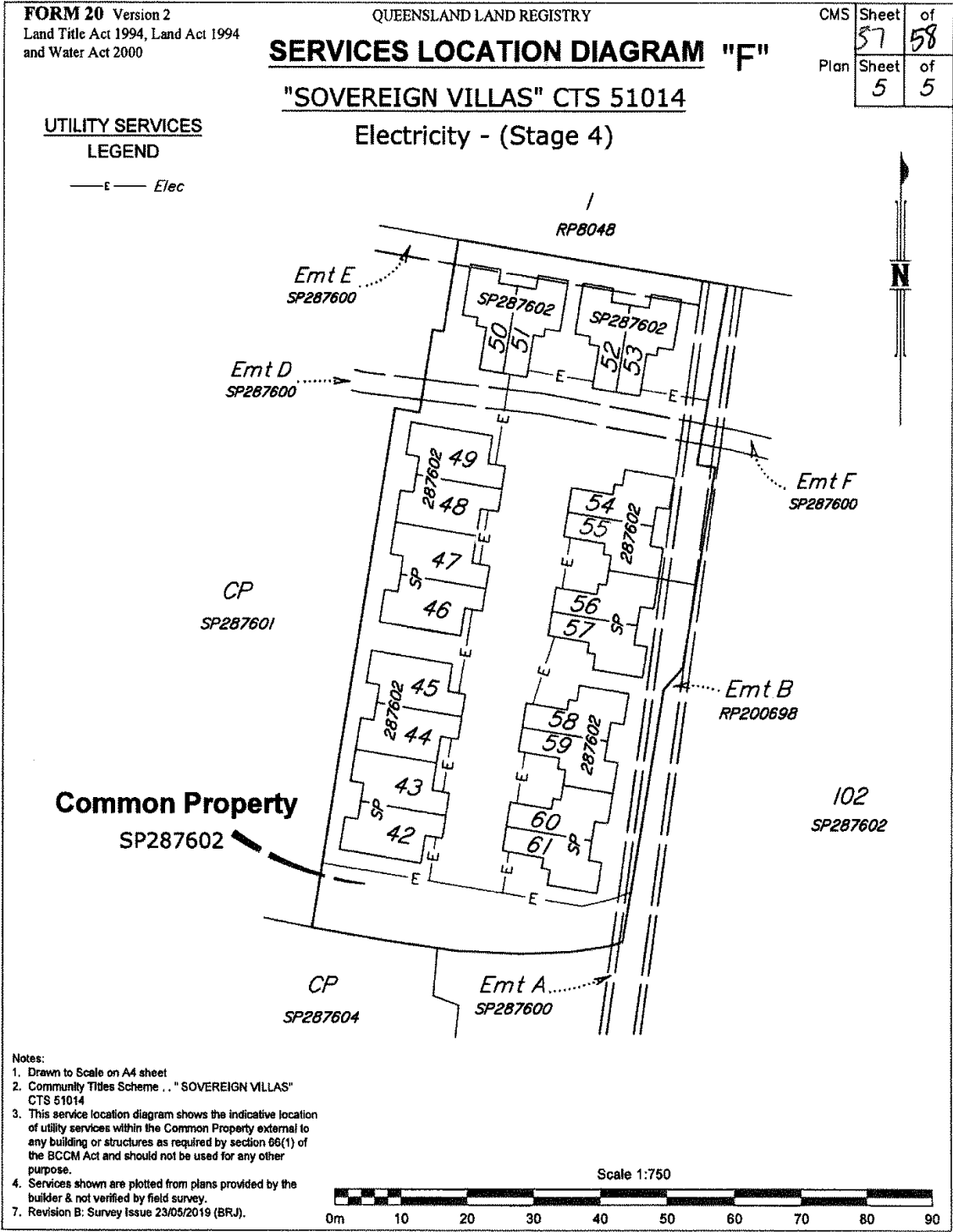
Approved:

SWM

Scale:

1:750

A4

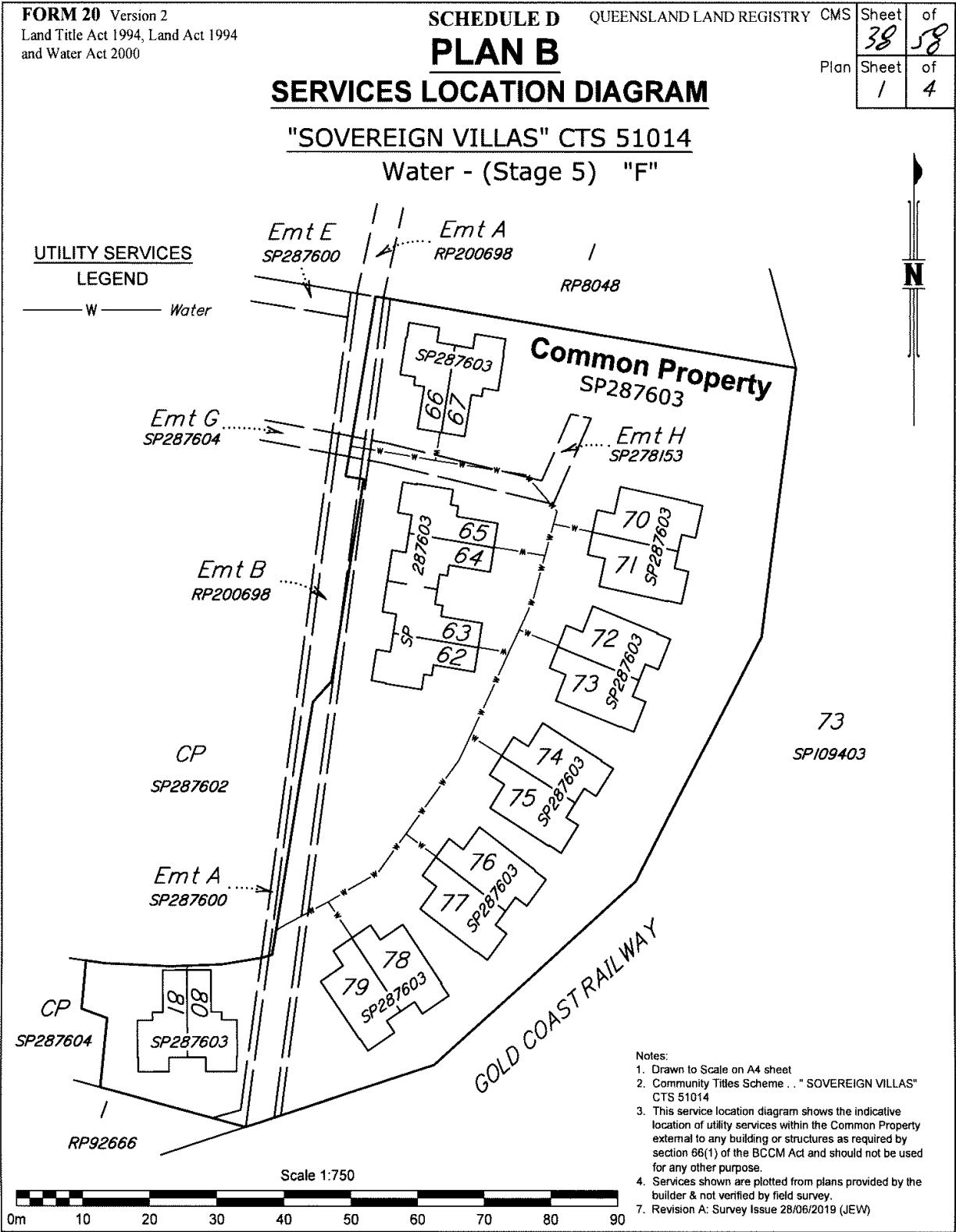


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Title: **Services Location Diagram**
in the Common Property on
SP287602 of "SOVEREIGN VILLAS"
CTS 51014 (Stage 4)

Client: **NO LIMIT**

Locality:	BETHANIA		
Local Gov:	LCC	Prepared By:	JKC
Surveyed By:	SWM	Approved:	SWM
Date Created:	02/02/2018	Scale:	1:750
Comp File:	151623.PROJECT		
Plan No:	151623_027_SLD		



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Title: **Services Location Diagram**
in the Common Property on
SP287603 of "SOVEREIGN VILLAS"
CTS 51014 (Stage 5)

Client:	NO LIMIT		
Locality:	BETHANIA		
Local Gov:	LCC	Prepared By:	JKC
Surveyed By:	BB	Approved:	WAH
Date Created:	02/02/2018	Scale:	1:750
Comp File:	151623.PROJECT		
Plan No:	151623_031_SLD		

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

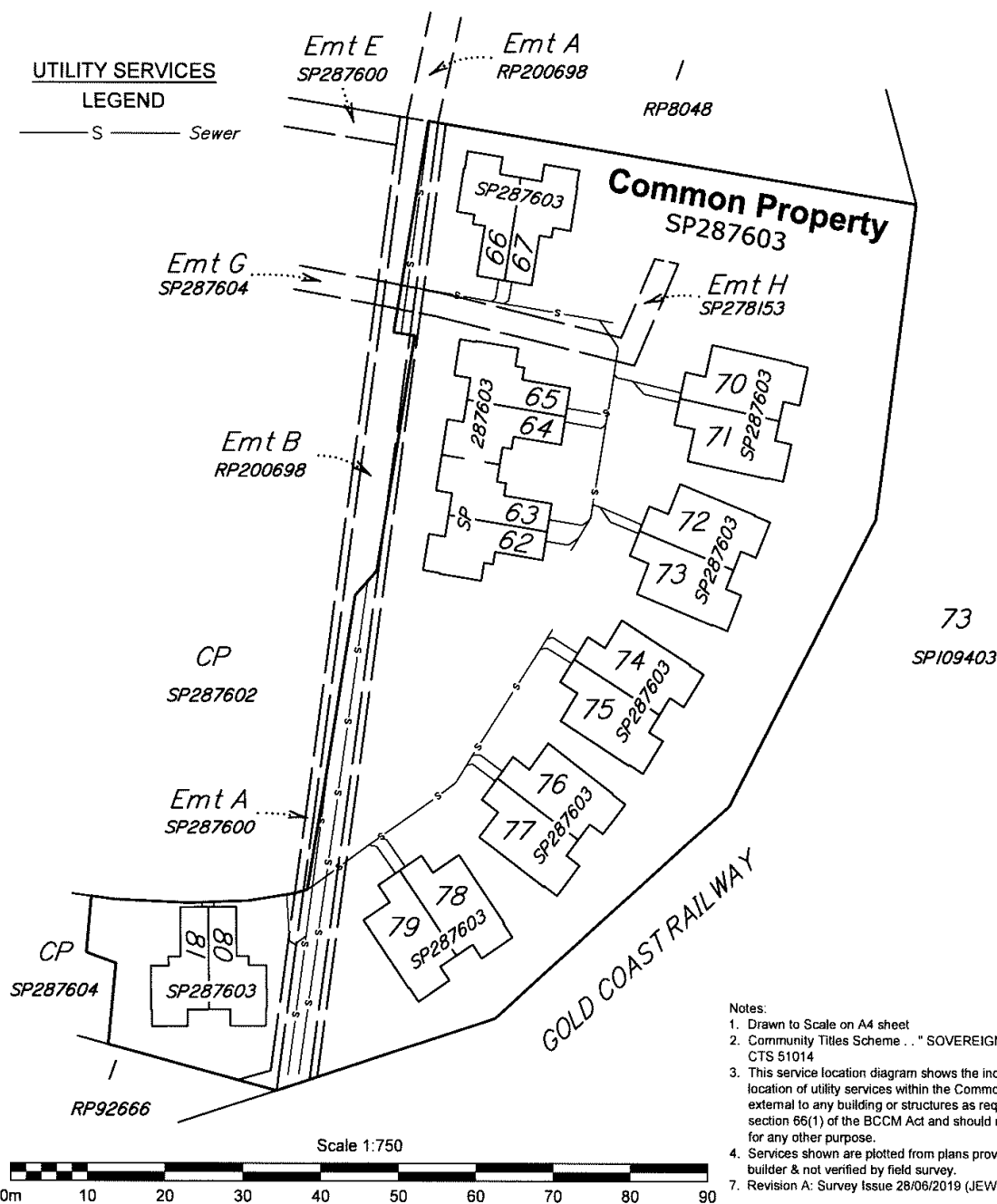
SCHEDULE D QUEENSLAND LAND REGISTRY CMS

Sheet	of
40	58
Plan	Sheet
3	4

PLAN B - SERVICES LOCATION DIAGRAM

"SOVEREIGN VILLAS" CTS 51014

Sewer - (Stage 5) "F"



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Title:

Services Location Diagram
in the Common Property on
SP287603 of "SOVEREIGN VILLAS"
CTS 51014 (Stage 5)

Client: **NO LIMIT**

Locality:	BETHANIA
Local Gov:	LCC
Prepared By:	JKC
Surveyed By:	BB
Approved:	WAH
Date Created:	02/02/2018
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Plan No:	151623_031_SLD

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

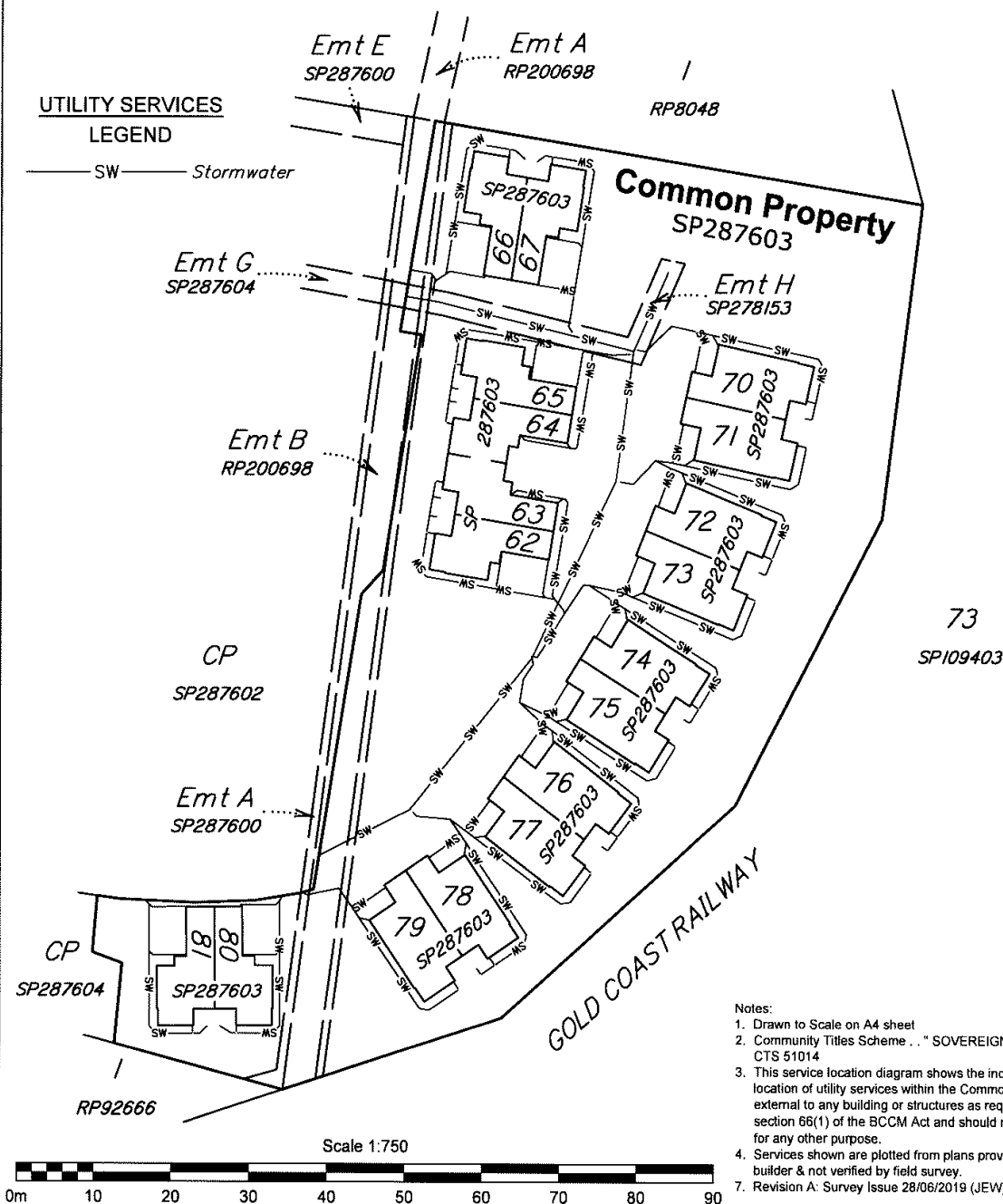
SCHEDULE D QUEENSLAND LAND REGISTRY CMS

Sheet	of
11	58
Plan	Sheet
4	4

PLAN B - SERVICES LOCATION DIAGRAM

"SOVEREIGN VILLAS" CTS 51014

Storm Water - (Stage 5) "F"



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Title:

Services Location Diagram
in the Common Property on
SP287603 of "SOVEREIGN VILLAS"
CTS 51014 (Stage 5)

Client: **NO LIMIT**

Locality:	BETHANIA
Local Gov:	LCC
Prepared By:	JKC
Surveyed By:	BB
Approved:	WAH
Date Created:	02/02/2018
Scale:	1:750
Comp File:	151623.PROJECT
Plan No:	151623_031_SLD

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet 42 of 58
Plan Sheet 1 of 3

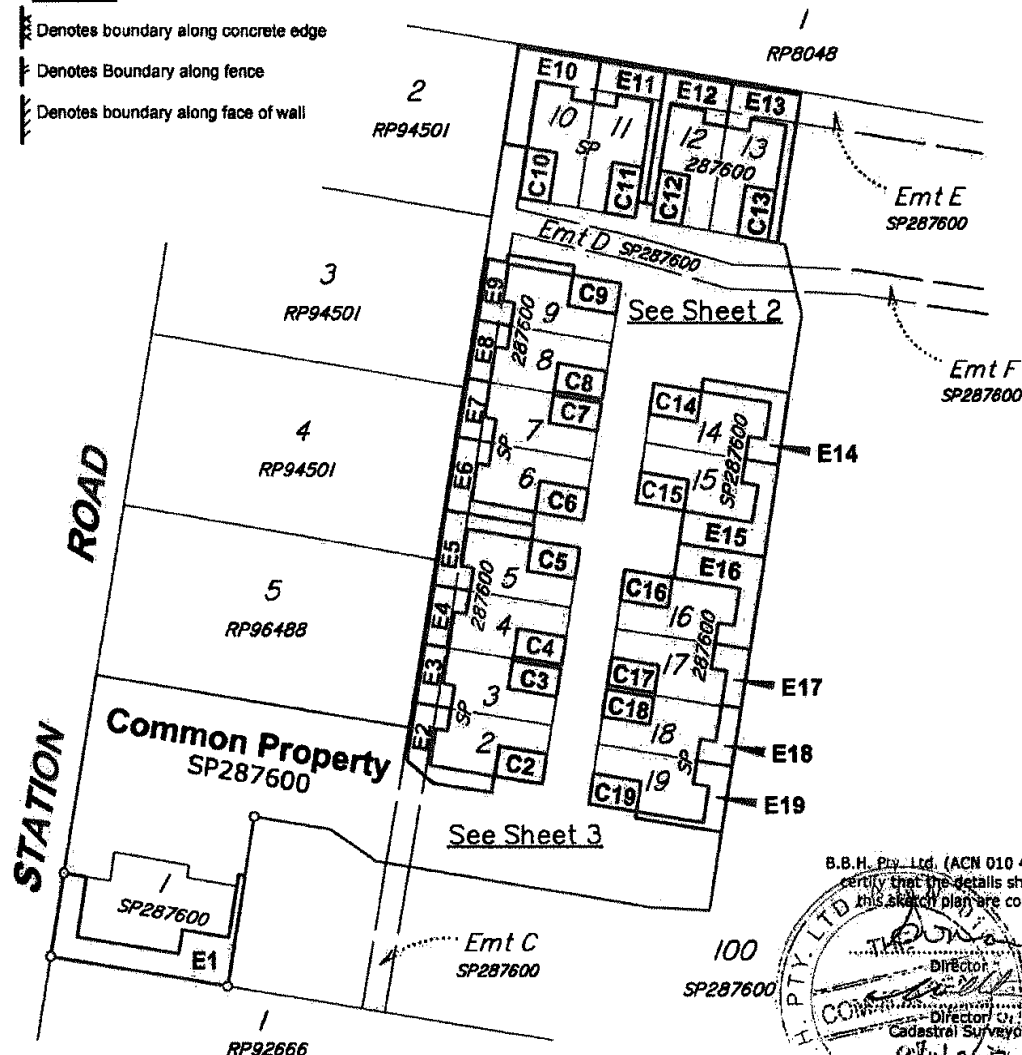
PLAN A

EXCLUSIVE USE PLAN

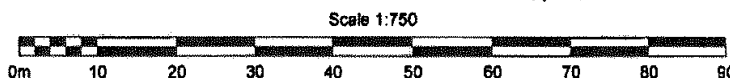
"SOVEREIGN VILLAS" CTS

Legend

- Denotes boundary along concrete edge
- Denotes Boundary along fence
- Denotes boundary along face of wall



- Notes:
1. Drawn to scale on A4 sheet.
 2. Community Titles Scheme ... "SOVEREIGN VILLAS" CTS
 3. Services located in exclusive use areas are not covered by exclusive use entitlement.
 4. Meridian of SP287600.
 5. Revision C: Final Survey 10/11/2017 JKC.



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Title:
**Plan of Exclusive Use Areas
C2-C19 & E1-E19**
in part of the Common Property on
SP287600 "Sovereign Villas" CTS

Client: **NO LIMIT**

Locality:	BETHANIA
Local Gov:	LCC
Surveyed By:	SWM
Date Created:	28/07/2016
Comp File:	151623.PROJECT
Plan No:	151623_005_EXC_C

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Land Title Act 1994, Land Act 1994
and Water Act 2000

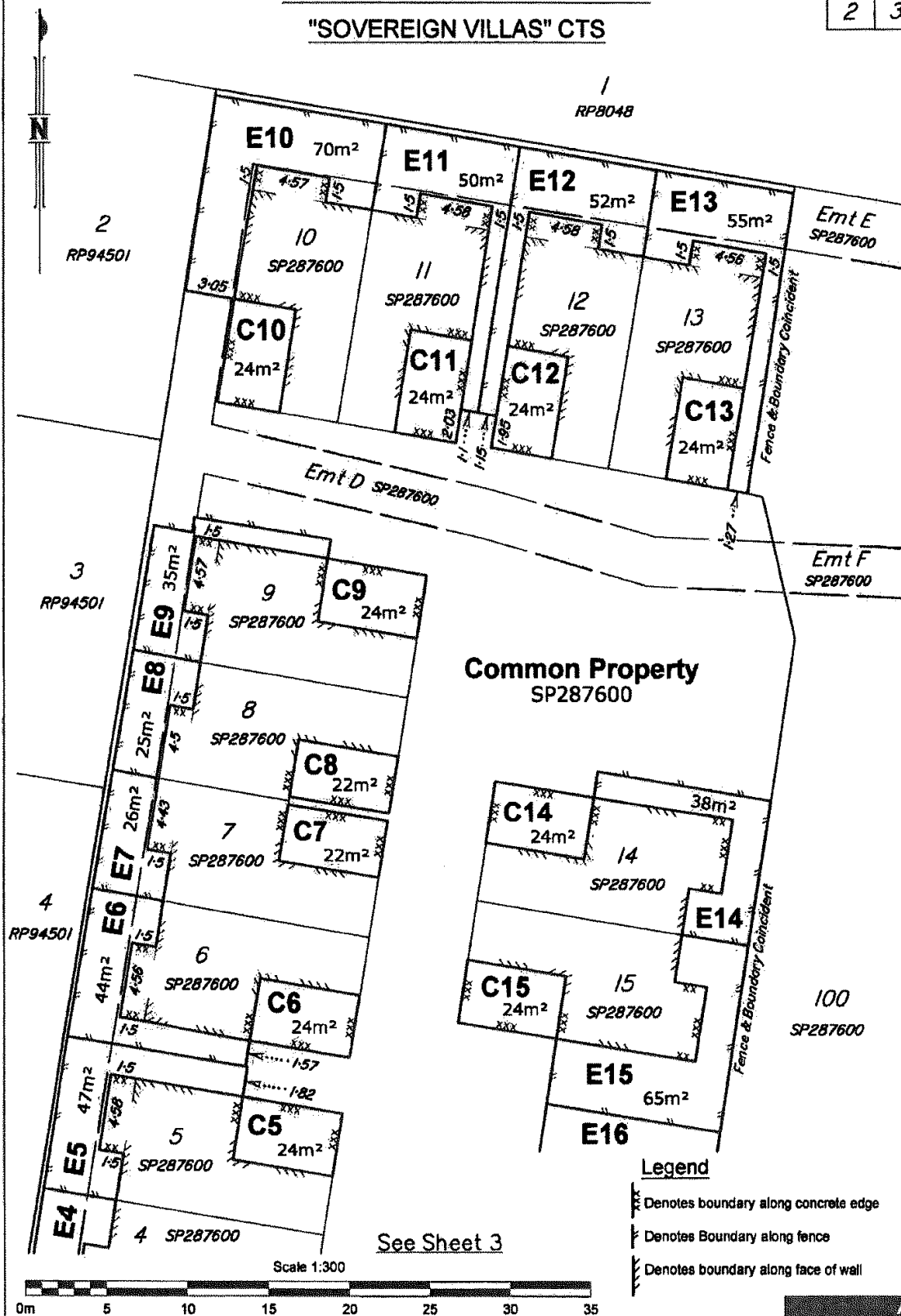
SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

43 Sheet 26 of 58
Plan Sheet 2 of 3

PLAN A - EXCLUSIVE USE PLAN

"SOVEREIGN VILLAS" CTS



FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

44
Plan

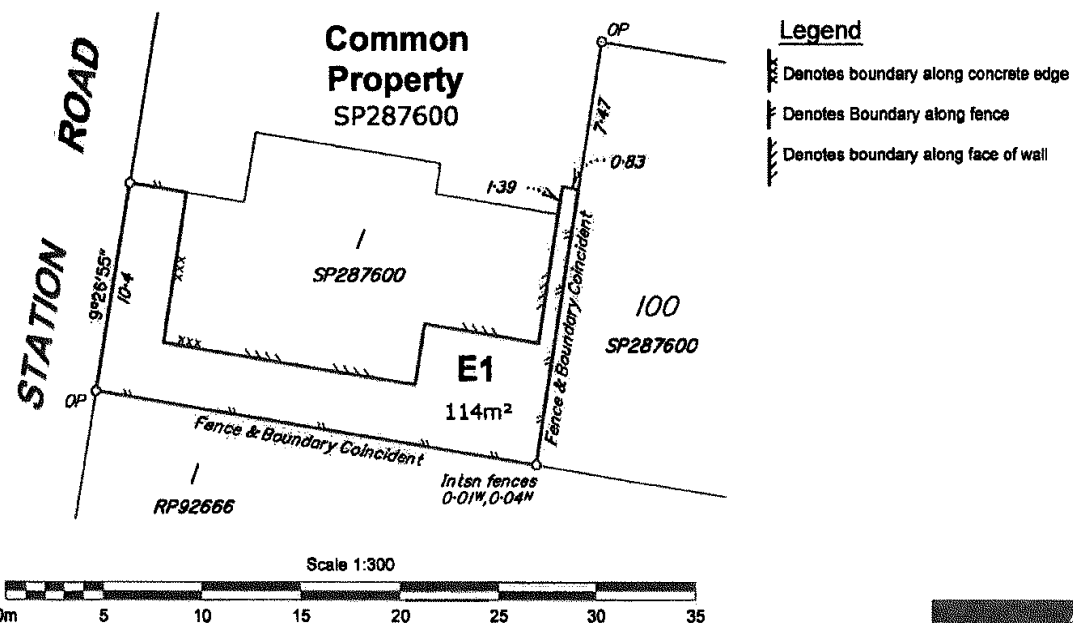
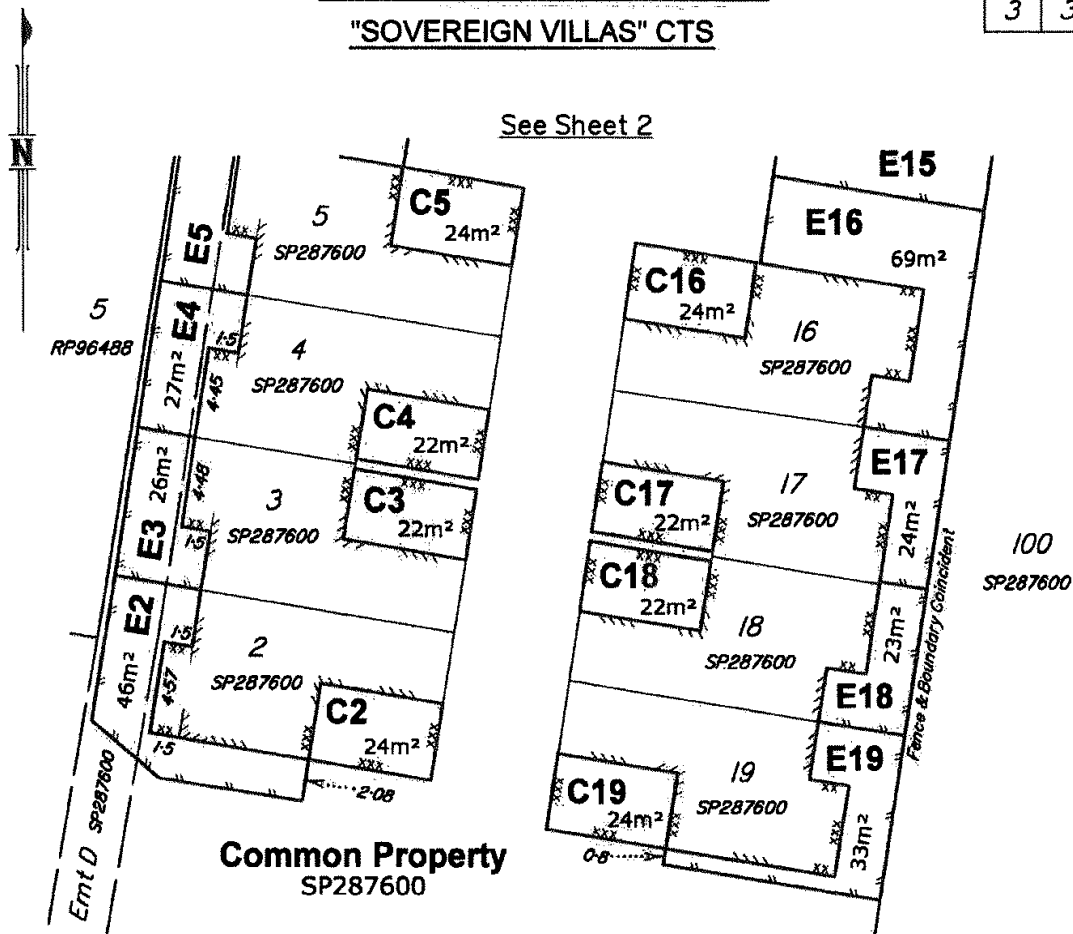
Sheet	of
27	118
Sheet	of
3	3

58

PLAN A - EXCLUSIVE USE PLAN

"SOVEREIGN VILLAS" CTS

See Sheet 2



A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet	of
45	58
Plan	Sheet
1	of
	3

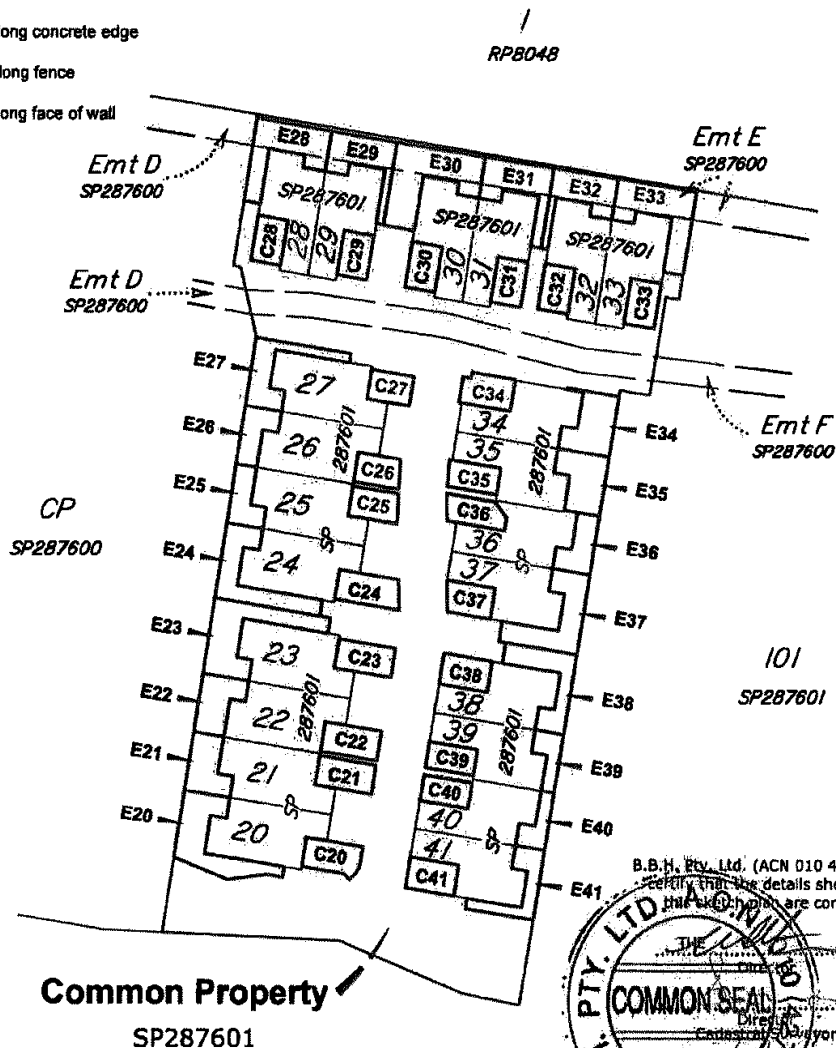
PLAN B

EXCLUSIVE USE PLAN

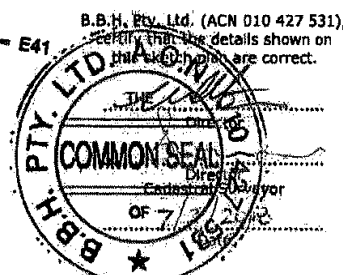
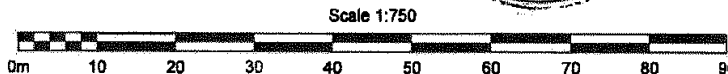
"SOVEREIGN VILLAS" CTS 51014

Legend

- Denotes boundary along concrete edge
- Denotes Boundary along fence
- Denotes boundary along face of wall



- Notes:**
1. Drawn to scale on A4 sheet.
 2. Community Titles Scheme.
 3. Services located in exclusive use areas are not covered by exclusive use entitlement.
 4. Meridian of SP287601.
 5. Revision C: Final Survey 06/02/2018 JKC.



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Title:
Plan of Exclusive Use Areas
C20-C41 & E20-E41
in part of the Common Property on
SP287601 "Sovereign Villas" CTS 51014
(Stage 2)

Client: NO LIMIT

Locality:	BETHANIA
Local Gov:	LCC
Prepared By:	DJL
Surveyed By:	SWM
Approved:	SWM
Date Created:	28/07/2018
Scale:	1:750
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Plan No:	151623_008_EXC_C

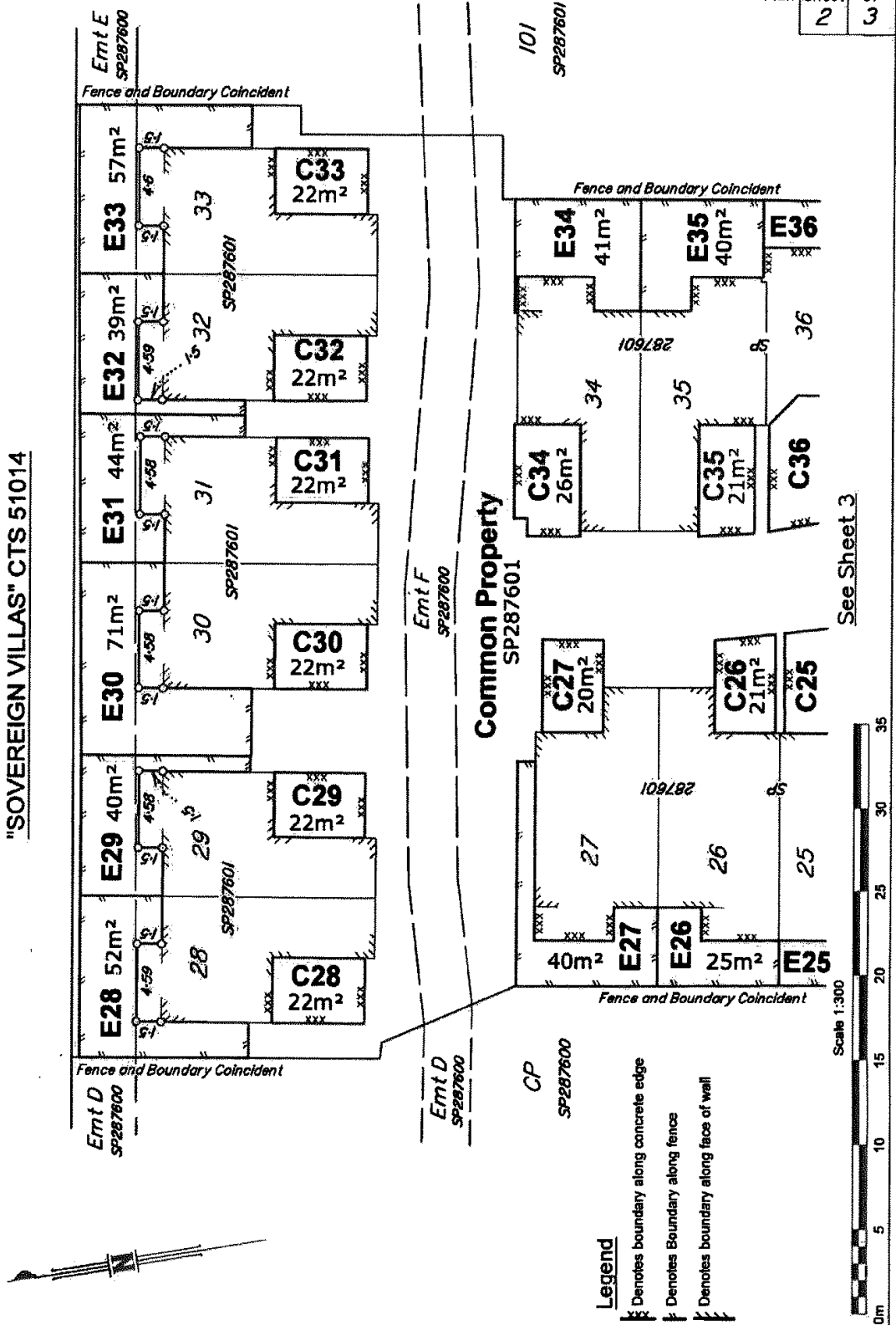
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FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS
Sheet 46 of 58
Plan Sheet 2 of 3

PLAN B - EXCLUSIVE USE PLAN
"SOVEREIGN VILLAS" CTS 51014



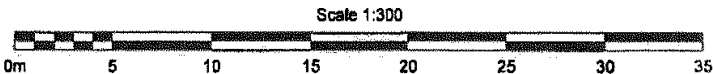
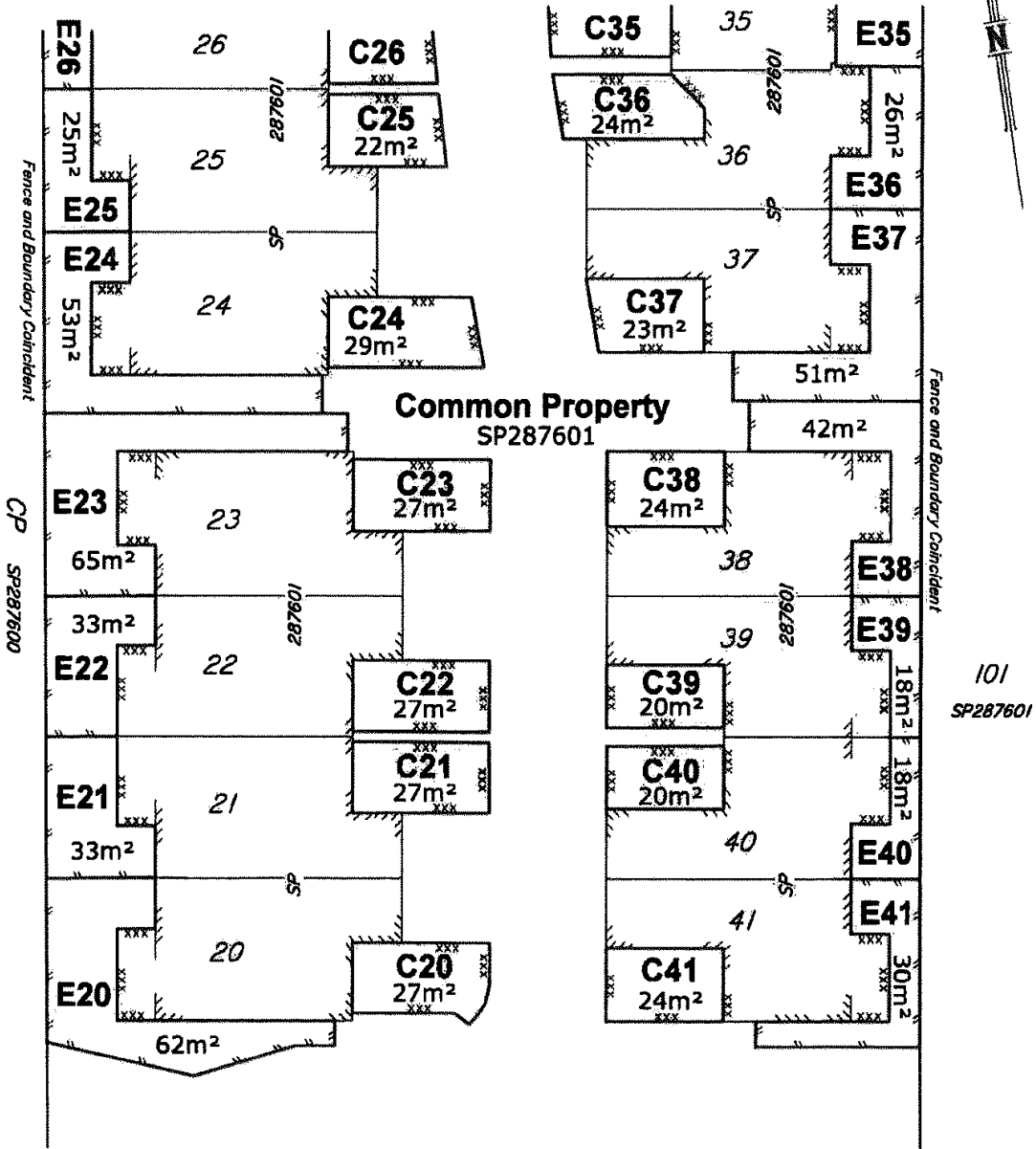
FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E
PLAN B - EXCLUSIVE USE PLAN
"SOVEREIGN VILLAS" CTS 51014

QUEENSLAND LAND REGISTRY CMS

Sheet	of
47	58
Plan	Sheet
3	of
	3

See Sheet 2



FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet	of
48	58
Plan	Sheet
1	of
	3

PLAN C

EXCLUSIVE USE PLAN

"SOVEREIGN VILLAS" CTS 51014

(Stage 3)



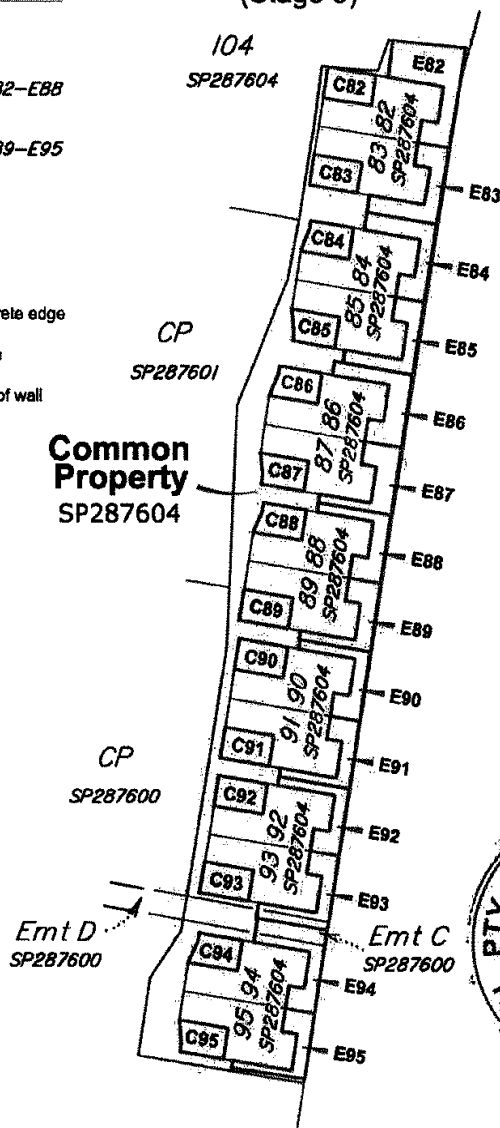
For Exclusive Use areas E82-E88
& C82-C88, see Sheet 2.

For Exclusive Use areas E89-E95
& C89-C95, see Sheet 3.

Legend

- Denotes boundary along concrete edge
- Denotes Boundary along fence
- Denotes boundary along face of wall

**Common
Property**
SP287604



RP92666



- Notes:
1. Drawn to scale on A4 sheet.
 2. Community Titles Scheme . . . "SOVEREIGN VILLAS" CTS 51014
 3. Services located in exclusive use areas are not covered by exclusive use entitlement.
 4. Meridian of SP287604.
 5. Revision B: Plan to Final 1/2/2019. (SDS)

Scale 1:750



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PO Box 5021, GCMC QLD 9726
Ph: (07) 5631 8000
mail@bennettandbennett.com.au

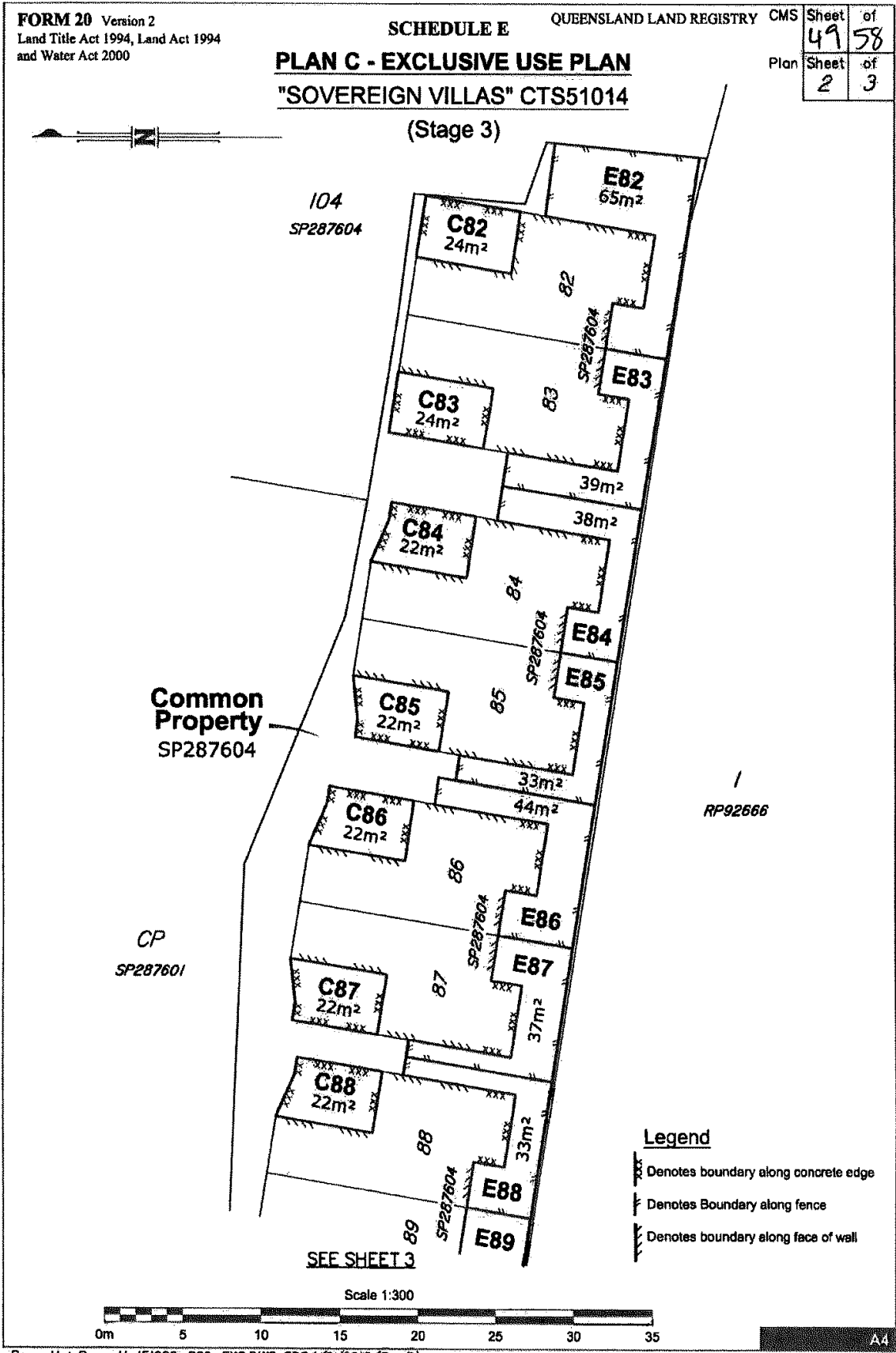
Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title:
**Plan of Exclusive Use Areas
C82-C95 & E82-E95**
in part of the Common Property on
SP287604 "SOVEREIGN VILLAS" CTS 51014
(Stage 3)

Client: **NO LIMIT GROUP**

Locality:	BETHANIA
Local Gov:	LCC
Prepared By:	SDS
Surveyed By:	CJP
Approved:	WAH
Date Created:	02/02/2018
Scale:	1:750
Comp File:	151623.PROJECT
Plan No:	151623_023_EXC

A4



FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

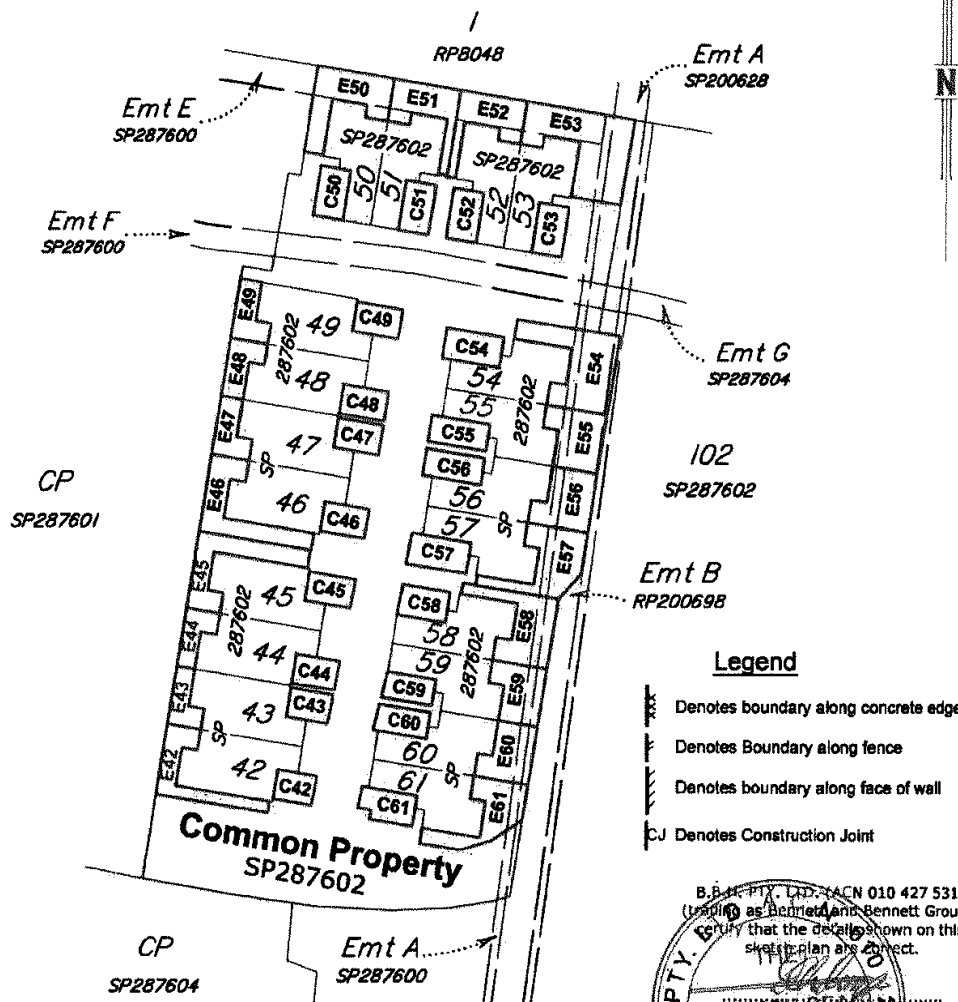
SCHEDULE 1

QUEENSLAND LAND REGISTRY

CMS Sheet of
51 ~~50~~ ~~53~~ 58
Plan Sheet of
1 4

PLAN D

EXCLUSIVE USE PLAN
"SOVEREIGN VILLAS" CTS 51014
(Stage 4)



- Notes:**
1. Drawn to scale on A4 sheet.
 2. Community Titles Scheme ...
"SOVEREIGN VILLAS" CTS 51014
 3. Services located in exclusive use areas are not covered by exclusive use entitlement.
 4. Meridian of SP287602.
 5. Revision B: Survey Issue 23/05/2019 (BRJ).

Scale 1:750

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Title:
Plan of Exclusive Use Areas
C42-C61 & E42-E61
in part of the Common Property on
SP287602 "Sovereign Villas" CTS 51014
(Stage 4)

Client: NO LIMIT

Locality: BETHANIA
Local Gov: LCC **Prepared By:** BRJ
Surveyed By: BB **Approved:** WAH
Date Created: 02/02/2018 **Scale:** 1:750
Comp File: 151623_PROJECT
Plan No: 151623_026_EXC

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet **52** of **58**

PLAN D

Plan Sheet **2** of **4**

EXCLUSIVE USE PLAN

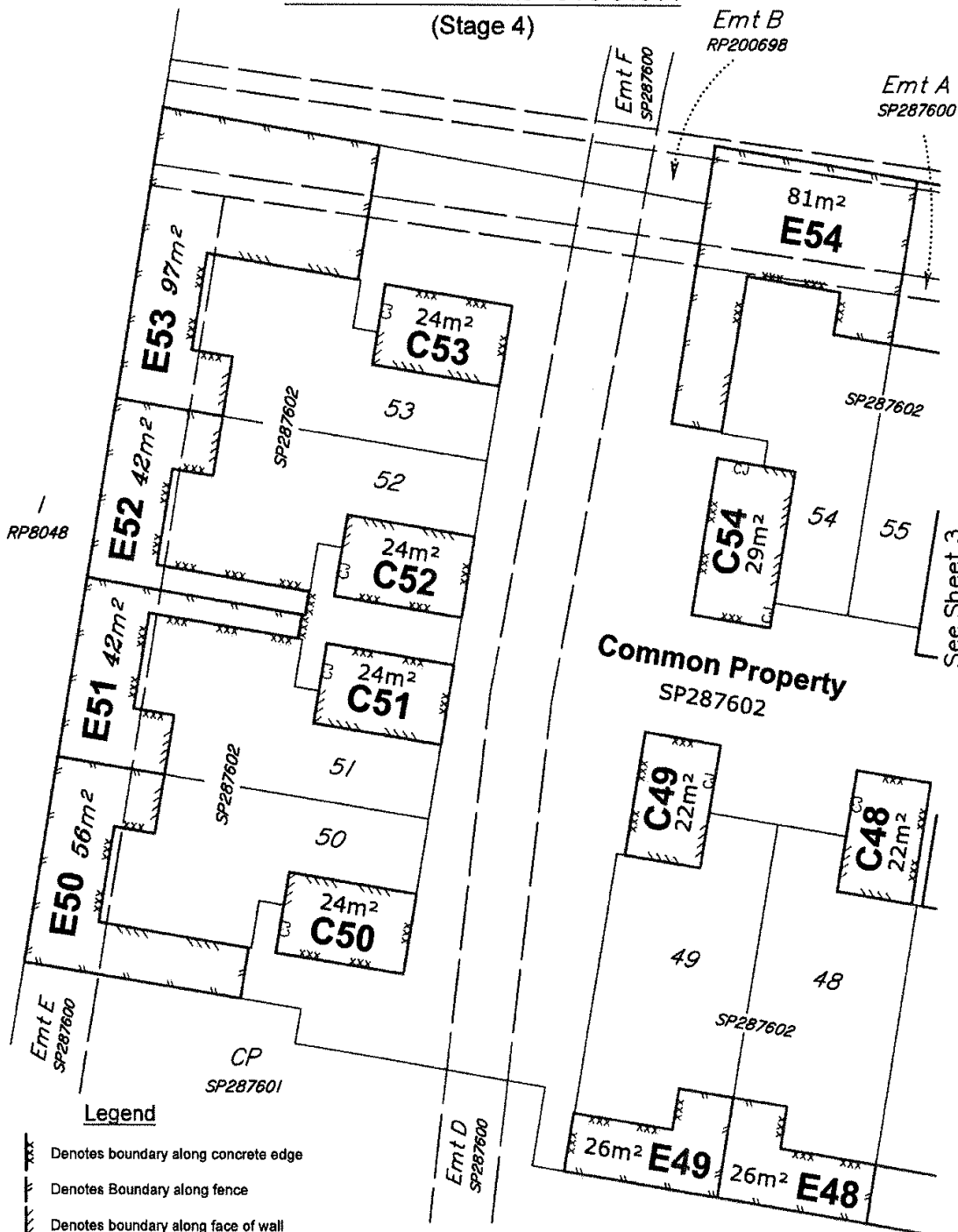
102
SP287602

"SOVEREIGN VILLAS" CTS 51014

(Stage 4)

Emt B
RP200698

Emt A
SP287600



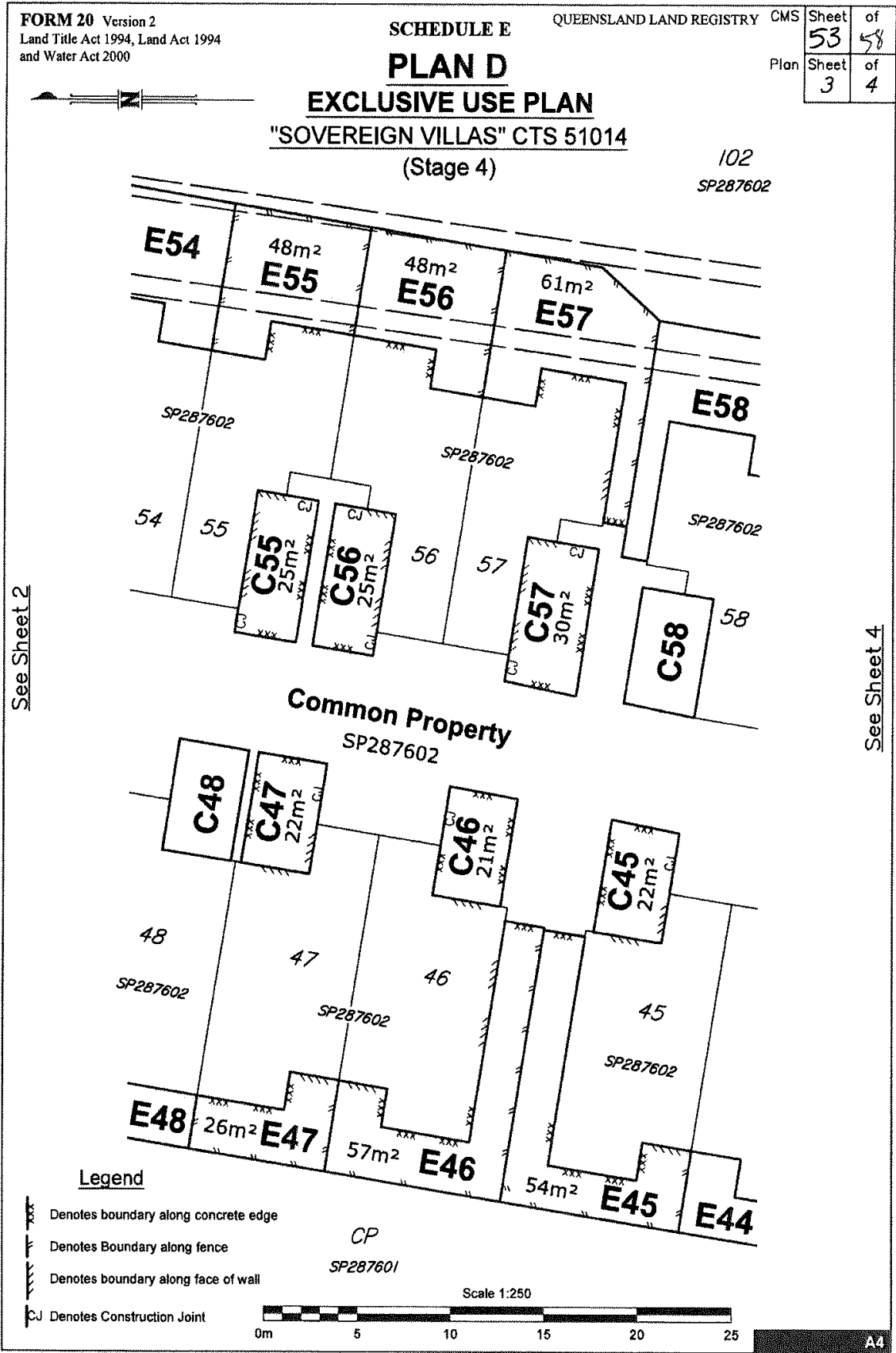
Legend

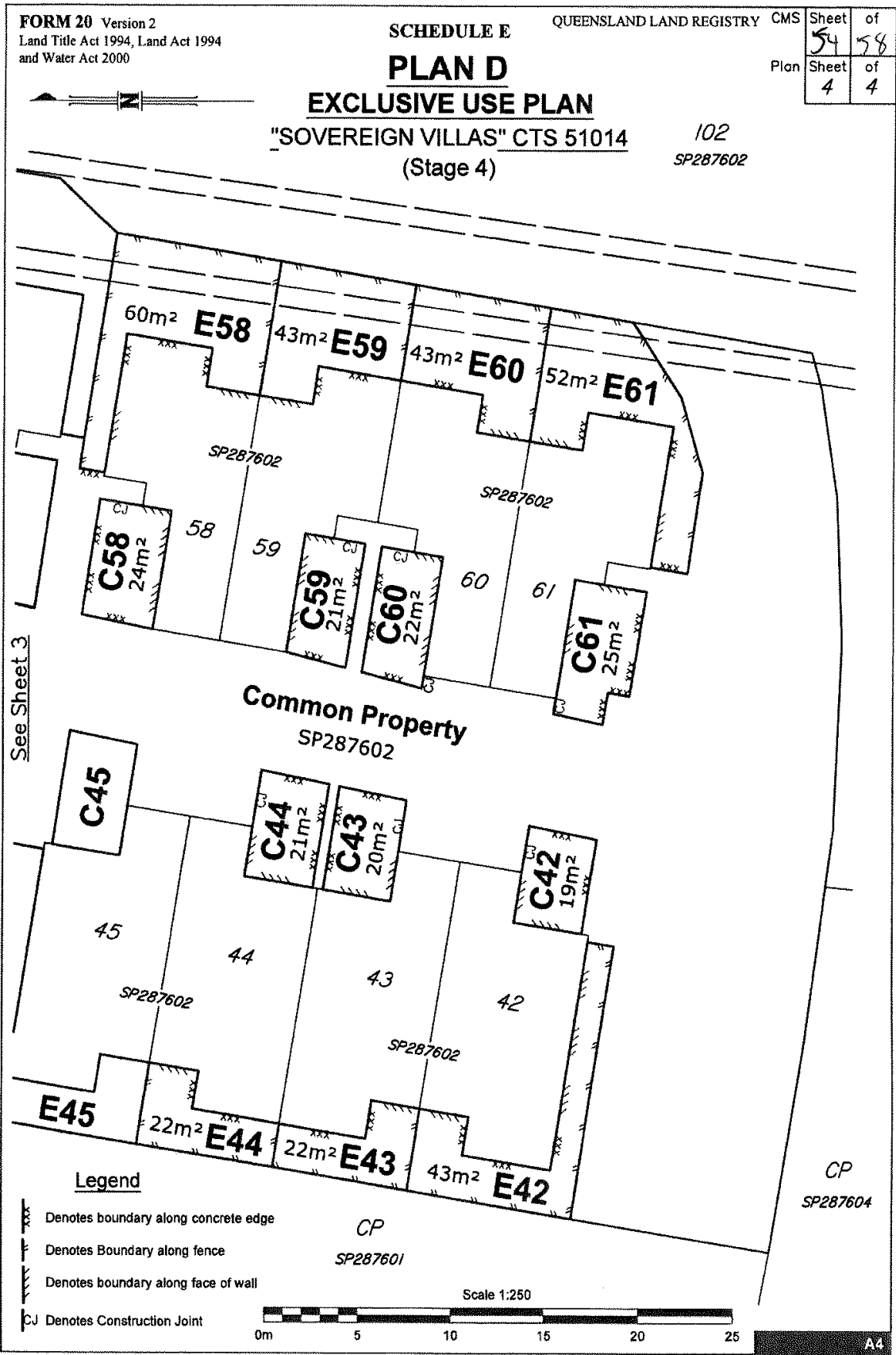
- Denotes boundary along concrete edge
- Denotes Boundary along fence
- Denotes boundary along face of wall
- Denotes Construction Joint

Scale 1:250

0m 5 10 15 20 25

A4





FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet	15	of	58
Sheet	1	of	4

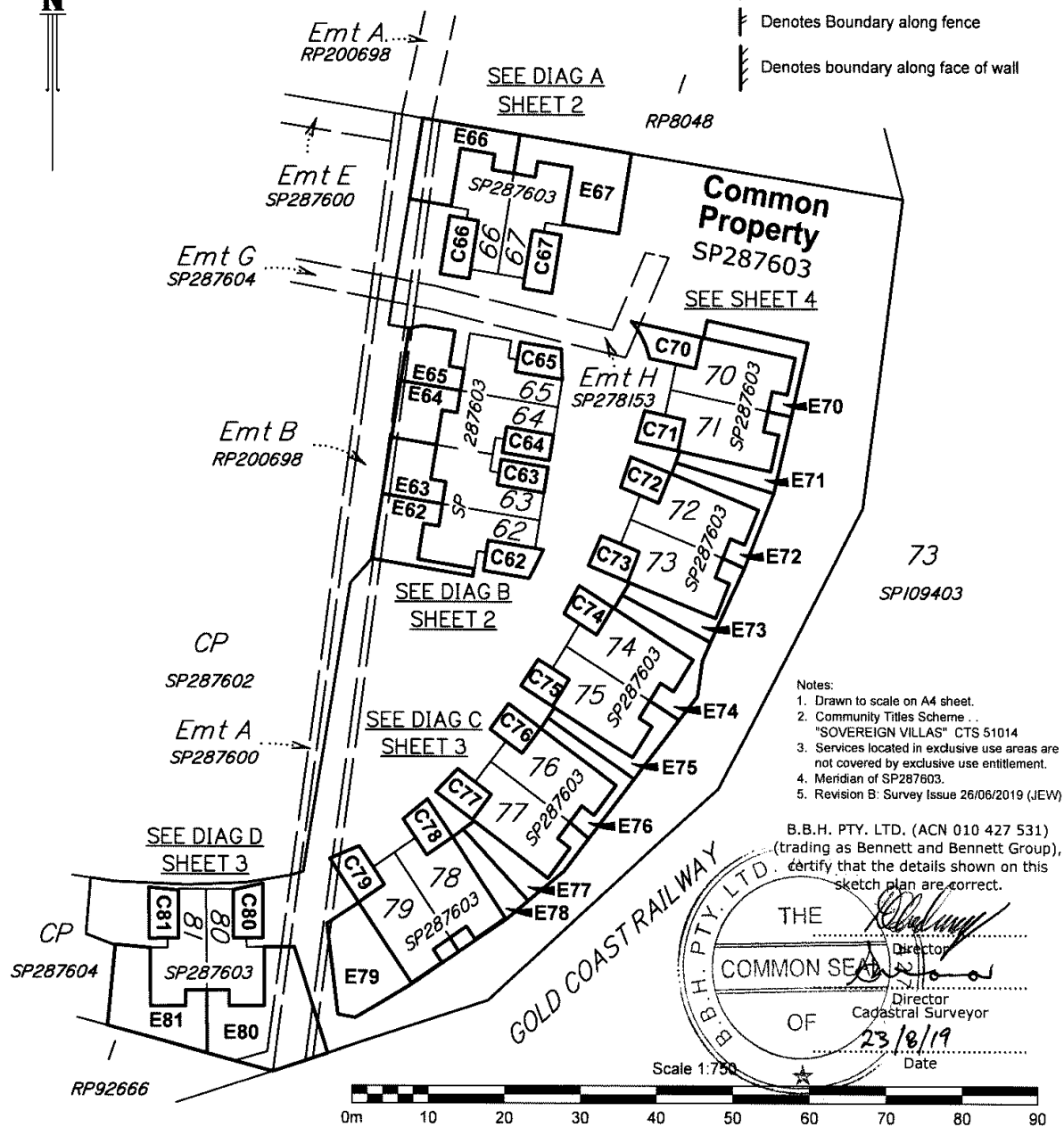
PLAN E

EXCLUSIVE USE PLAN

"SOVEREIGN VILLAS" CTS 51014
(Stage 5)

Legend

- Denotes boundary along construction joint
- Denotes boundary along concrete edge
- Denotes Boundary along fence
- Denotes boundary along face of wall



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Title:

**Plan of Exclusive Use Areas
C62-C67, C70-C81, E62-E67 &
E70-E81**

in part of the Common Property on
SP287603 "Sovereign Villas" CTS 51014
(Stage 5)

Client: **NO LIMIT**

Locality:	BETHANIA
Local Gov:	LCC
Surveyed By:	BB
Date Created:	02/02/2018
Comp File:	151623.project
Plan No:	151623_030_EXC

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet	of
56	58
Plan	Sheet
2	of
	4

PLAN E - EXCLUSIVE USE PLAN

"SOVEREIGN VILLAS" CTS 51014

(Stage 5)

DIAGRAM A

Scale 1: 250

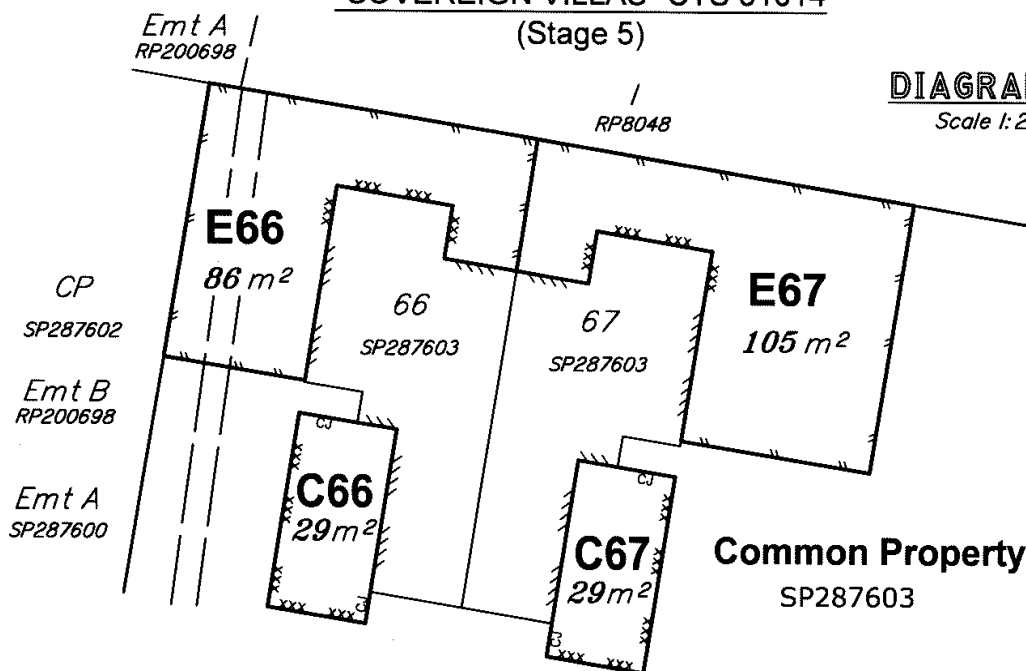
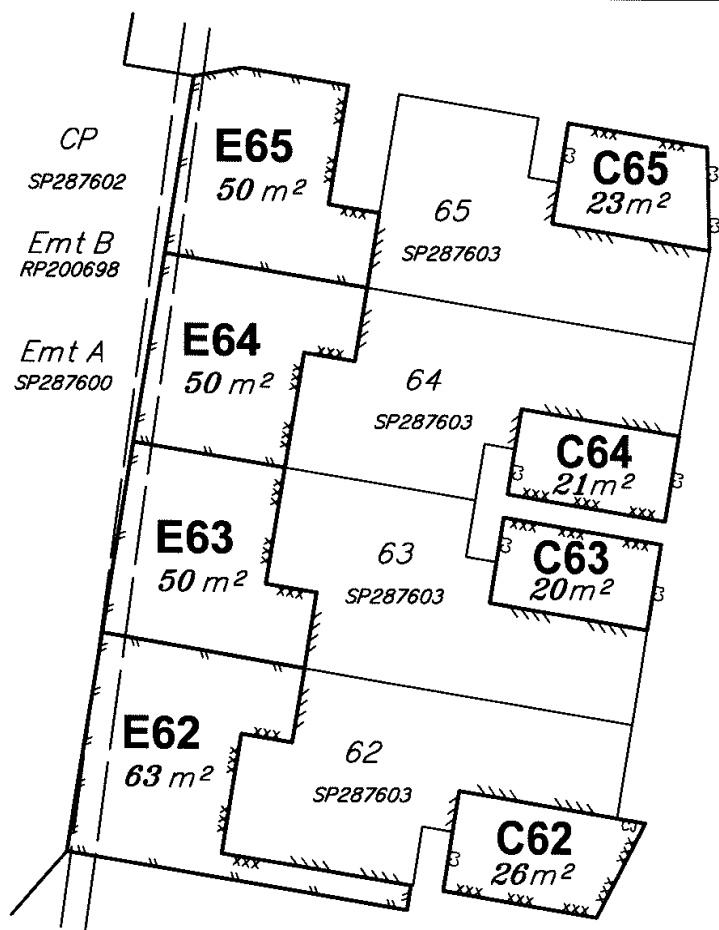


DIAGRAM B

Scale 1: 250



Legend

- Denotes boundary along construction joint
- Denotes boundary along concrete edge
- Denotes Boundary along fence
- Denotes boundary along face of wall

Common Property

SP287603

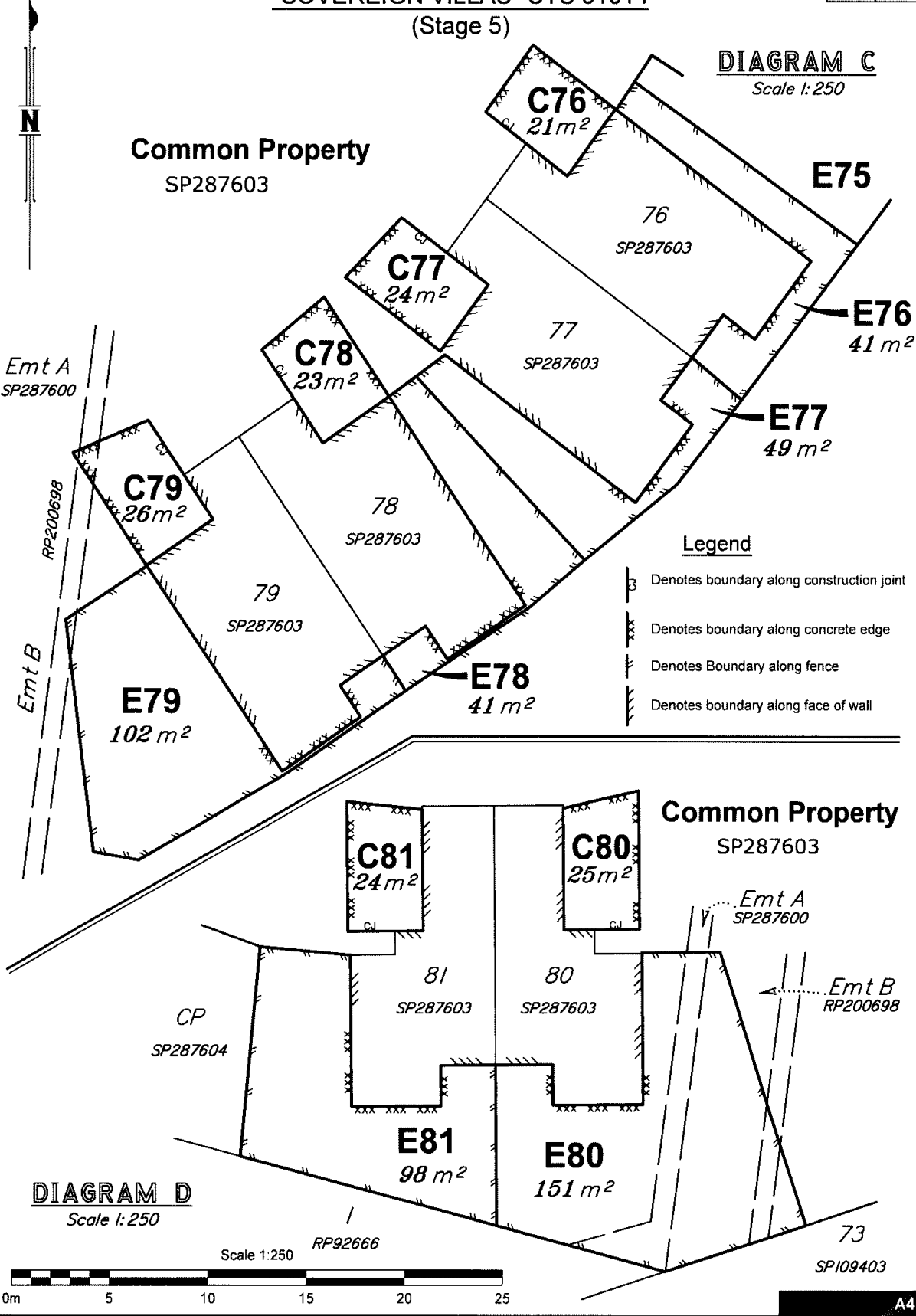
Scale 1:250



FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E
PLAN E - EXCLUSIVE USE PLAN
"SOVEREIGN VILLAS" CTS 51014
(Stage 5)

QUEENSLAND LAND REGISTRY	CMS	Sheet 57 of 58
Plan	Sheet 3 of 4	

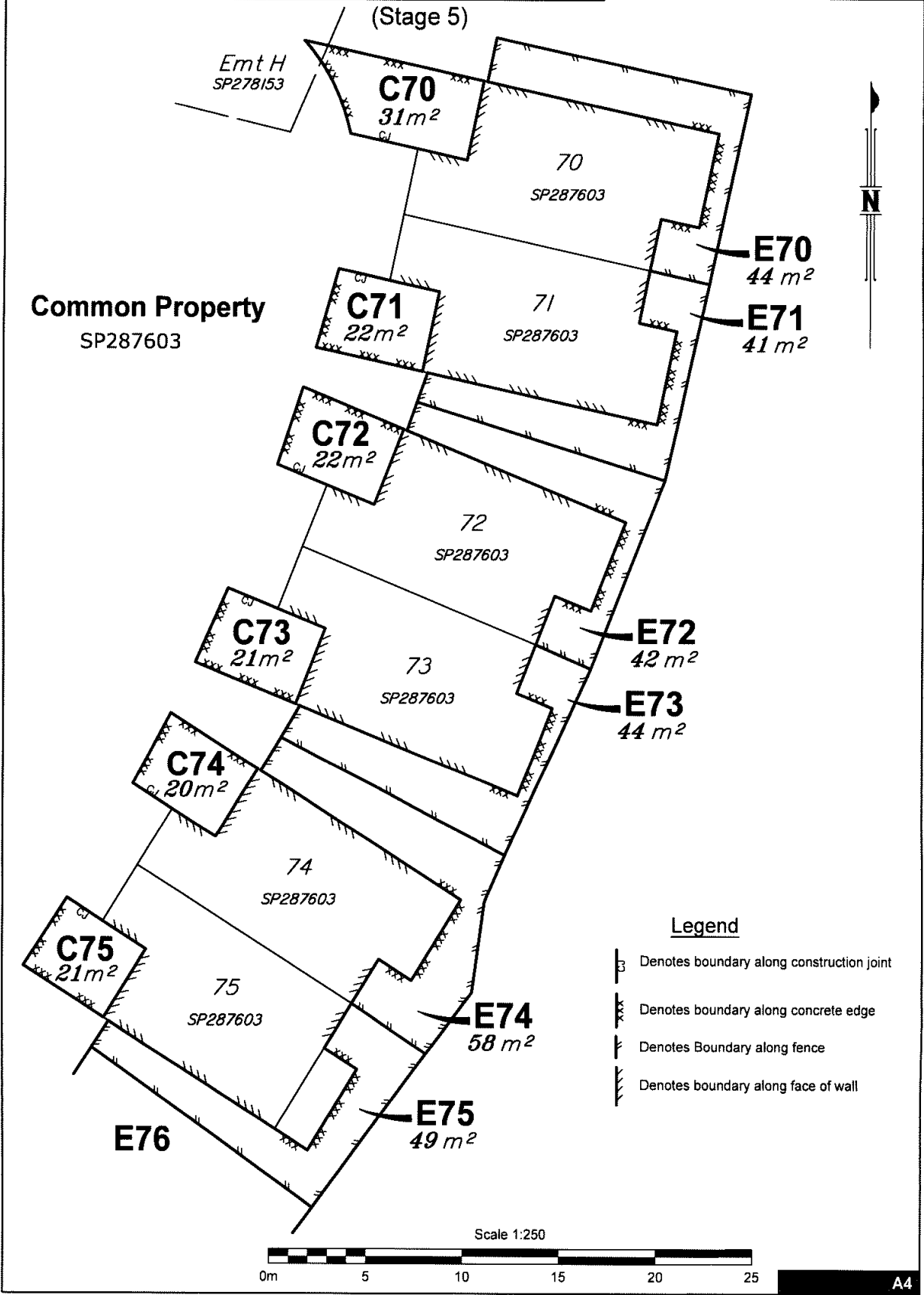


FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E
PLAN E - EXCLUSIVE USE PLAN
"SOVEREIGN VILLAS" CTS 51014

QUEENSLAND LAND REGISTRY CMS

Sheet	of
1858	
Plan	Sheet of
4	4



45/57 Station Road BETHANIA
QLD 4205

Property Key 381871
Plan Area 153 m²
Lot/Plan Lot 45 SP 287602



- ☐ Property Specific Planning Scheme Chapters
- ☐ View Full Planning Scheme
- ☒ Planning Scheme Property Report
- ☐ Zoom to selected property
- ☐ Clear selected property

Current [Change](#)
Version: 9.2 (with TLPI No. 1/2024)
Effective Date: 01 Jul 2025

The following information applies to this property

Zone [^](#)

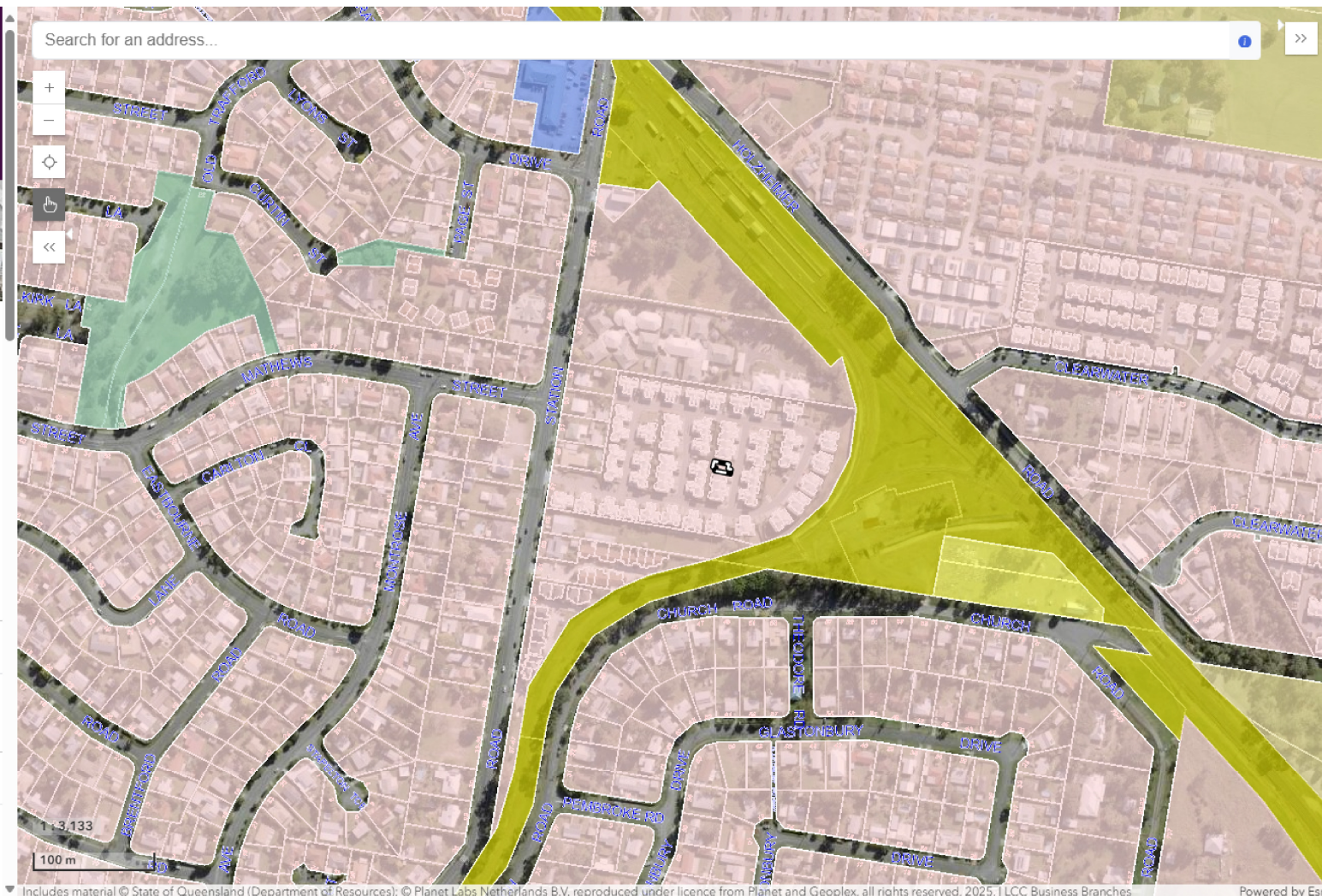
☒ **Low Density Residential**

[View section](#)

Overlays (Part 8) [^](#)

☐ **OM-01.00 Acid sulfate soils trigger**

[View section](#)



Map Tools [^](#)

Map Layers [^](#)

- ☒ **Base Layers** [^](#)
- ☐ **Overlays (Part 8)** [^](#)
- ☐ **Local Government Infrastructure Plan** [^](#)
- ☐ **Local Plans (Part 7)** [^](#)
- ☐ **Planning Scheme Policies** [^](#)
- ☒ **Zones and Precincts (Part 6)** [^](#)
- ☐ **Development Codes (Part 9)** [^](#)

Transparency [^](#)

Measure [^](#)

Draw [^](#)

Text [^](#)

Coordinates [^](#)

Legend [^](#)

Help [^](#)



Pool Register

Search an address to check if a pool at that location is registered with the QBCC.

If not, you can register a pool by clicking the 'Continue' button.

☒ Property address search

Property address - type in address and select from the list of suggested matches

57 STATION RD BETHANIA QLD 4205

☐ Lot on Plan search

My property was not found

Address	No. Pools	Pool Type
 57 STATION RD, BETHANIA QLD 4205	None	N/A

Continue

