

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: _____
Aaron Scott Lincoln

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____
Bonnie Elise Mason

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____
NGU Real Estate Logan

ABN: 22 683 226 360 LICENCE NO: 4837756

ADDRESS: 497 Kingston Road

SUBURB: Kingston STATE: QLD POSTCODE: 4114

PHONE: 07 3462 2870 MOBILE: 0435172383 EMAIL: logan@ngurealestate.com.au

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____
Colville Johnstone Lawyers

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: 07 3286 4077 MOBILE: _____ EMAIL: mailbox@cjlawyers.com.au

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

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

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BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY**LOT:** ADDRESS: 21/17-27 Mulgrave RoadSUBURB: Marsden STATE: QLD POSTCODE: 4132**DESCRIPTION:** **LOT:** 21 **PLAN:** SP258153 **AREA:** 135 sqm ← more or less**TITLE REFERENCE:** 50914793 **SOLD AS:** ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.**Present Use:** RESIDENTIAL**Local Government:** LOGAN CITY**Excluded Fixtures:** ■ attach annexure for additional space**Included Chattels:** ■ attach annexure for additional space**PRICE****Cyber Warning**

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

PURCHASE \$
PRICE: _____**DEPOSIT:**
Initial Deposit \$ _____payable on the day the Buyer signs this contract
unless another time is specified below:One Business Day From Contract DateBalance Deposit \$ _____
(if any)payable on: One Business Day FromUnconditional Date**NOTE:** failure to pay the deposit on the date(s) specified
may result in termination of the contract and forfeiture
of the deposit to the Seller.

Deposit Holder:	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**

- the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- 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

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

24 September 2024

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

TREE ORDERS AND APPLICATIONS:

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

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

☒ No

☐ Yes

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

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

POOL SAFETY

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

☒ No

☐ Yes

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

☐ No

☐ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

☒ Installed in the residence

☐ Not installed in the residence

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

☒ Installed in the residence

☐ Not installed in the residence

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

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

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

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

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

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

- | | |
|--|--|
| (a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a)) | |
| (e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))* | |
| (f) Outstanding by-law contravention notices (clause 12.9(1)(c))* | |
| (g) Proposed Body Corporate resolutions (clause 12.10)* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |

*Include in attachment if insufficient space

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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

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

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

*Include in attachment if insufficient space

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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SPECIAL CONDITIONS

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

SIGNATURES

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

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

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

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

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

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

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

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

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TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

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

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

2. DEPOSIT

2.1 Payment of Deposit

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

2.2 Investment of Deposit

If:

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

2.3 Entitlement to Deposit and Interest

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

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

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

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

3.2 Foreign Residents Capital Gains Tax Withholding

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

3.3 GST Withholding

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

3.4 Adjustments

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

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

3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

3.6 Rent

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

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

4. CONDITIONS

4.1 Finance

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

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

4.2 Building and Pest Inspection

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

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

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

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

5.3 Place for Settlement

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

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

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

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

5.6 Assignment of Covenants and Warranties

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

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

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
- 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

- 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.

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 AARON SCOTT LINCOLN, BONNIE ELISE MASON

Property address UNIT 21 17-27 MULGRAVE RD, MARSDEN QLD 4132
(referred to as the
“property” in this
statement)

Lot on plan description Lot 21 on SP258153

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

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

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ 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: Refer to the REIQ Contract tenancies schedule » the amount of rent and bond payable: Refer to the REIQ Contract tenancies schedule » whether the lease has an option to renew: Refer to the REIQ Contract tenancies schedule Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Please refer to the Statutory Encumbrance Maps and Summary Annexure for further and better details.
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> 24 Sep 2024 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

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

Part 4 – Buildings and structures

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

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

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: \$988.11 Date Range: 01/07/2025 - 30/09/2025
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

**** 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: Insert amount Date Range: Insert date range 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: \$82.13 inc in rates Date Range: 01/07/2025 - 30/09/2025

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

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

Signatures – SELLER

Signed by:
Aaron Lincoln
5E90945FD47B76A4

Signature of seller

Aaron Lincoln

Name of seller

03/10/2025 06:09 am

Date

Signed by:
Bonnie Mason
2009875026B8453...

Signature of seller

Bonnie Elise Mason

Name of seller

28/10/2025

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

Name of buyer

Date

Signature of buyer

Name of buyer

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53533740
Search Date: 29/09/2025 15:51

Title Reference: 50914793
Date Created: 30/05/2013

Previous Title: 50820472

REGISTERED OWNER

Dealing No: 715277553 26/08/2013

AARON SCOTT LINCOLN
BONNIE ELISE MASON JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 21 SURVEY PLAN 258153
Local Government: LOGAN
COMMUNITY MANAGEMENT STATEMENT 44747

EASEMENTS, ENCUMBRANCES AND INTERESTS

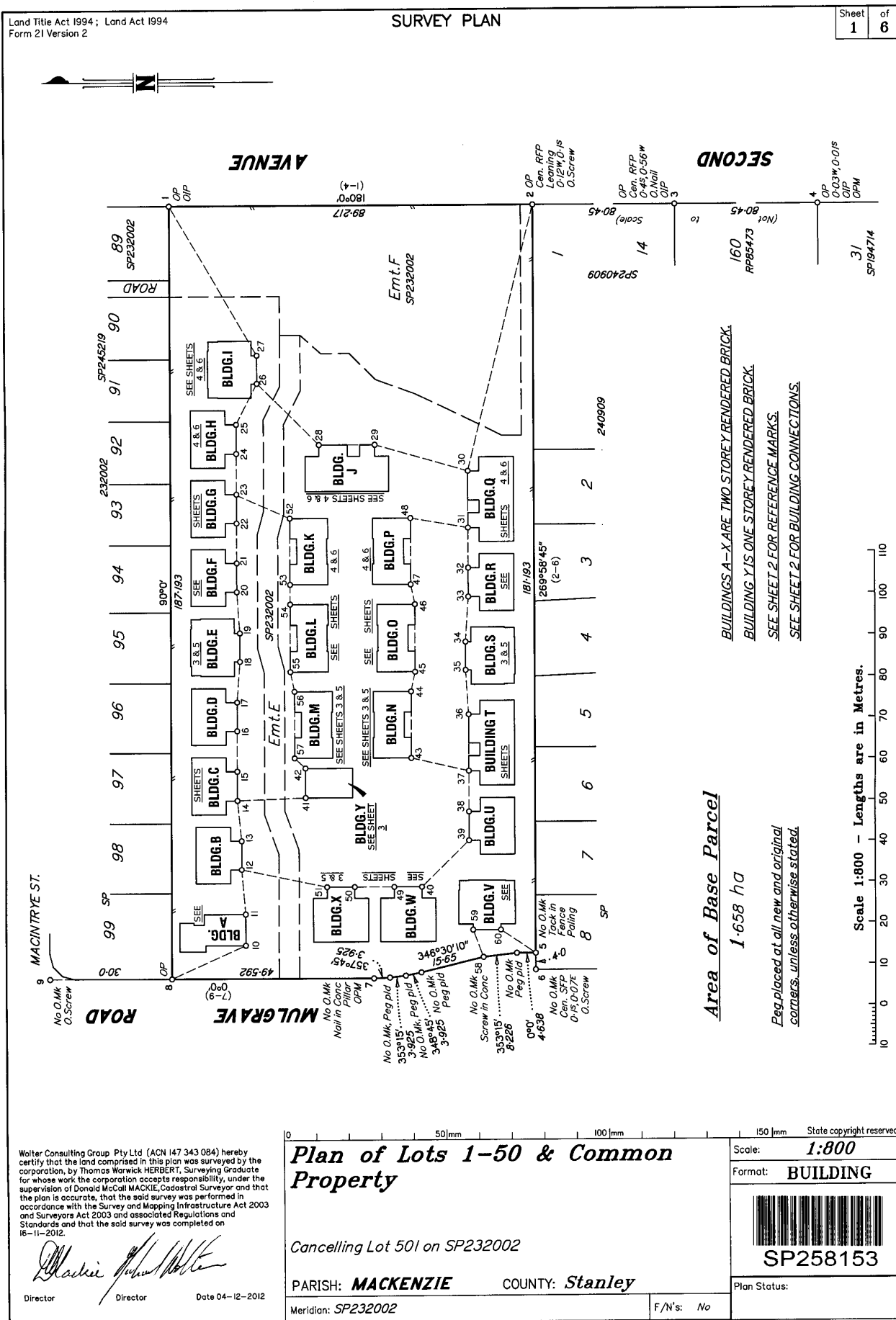
1. Rights and interests reserved to the Crown by
Deed of Grant No. 10632038 (POR 257)
2. MORTGAGE No 722458971 08/05/2023 at 14:14
AUSWIDE BANK LTD A.C.N. 087 652 060

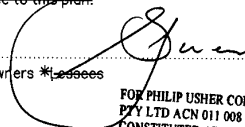
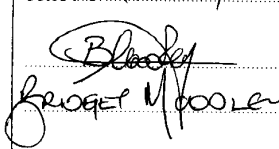
ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

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



715106985 \$4342.60 27/05/2013 15:56 BH 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.																											
1. Certificate of Registered Owners or Lessees. +/- We PHILIP USHER CONSTRUCTIONS PTY LTD ACN 011 008 101 (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  FOR PHILIP USHER CONSTRUCTIONS PTY LTD ACN 011 008 101 ITS DULY CONSTITUTED ATTORNEY STEPHEN GEORGE TURNER UNDER POWER OF ATTORNEY No. 705047047		5. Lodged by PHILIP USHER CONSTRUCTIONS PTY LTD P.O. BOX 1536 BROWNS PLAINS Q. 4118 PHONE 38001666 CODE 060A (Include address, phone number, reference, and Lodger Code)																											
2. Local Government Approval. COUNCIL OF THE CITY OF LOGAN * hereby approves this plan in accordance with the : % Sustainable Planning Act 2009 Dated this <u>Twenty-Two</u> day of <u>May</u> 2013.  ROGER MOOLEY Manager Development Assessment under Delegated Authority Minute No: 3/2013		6. Existing <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Title Reference</th> <th>Description</th> <th>New Lots</th> <th>Road</th> <th>Emts</th> <th>Cov.</th> <th>Profit or Prendre</th> </tr> </thead> <tbody> <tr> <td>50820472</td> <td>Lot 501 on SP232002</td> <td>I-50,CP</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> MORTGAGE ALLOCATIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mortgage</th> <th>Lots Fully Encumbered</th> <th>Lots Partially Encumbered</th> </tr> </thead> <tbody> <tr> <td>712487718</td> <td>I-50</td> <td></td> </tr> </tbody> </table> ENCUMBRANCE EASEMENT ALLOCATIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Easement</th> <th>Lots to be Encumbered</th> </tr> </thead> <tbody> <tr> <td>713368641 (Emt.F on SP232002)</td> <td>CP</td> </tr> <tr> <td>713368659 (Emt.E on SP232002)</td> <td>CP</td> </tr> </tbody> </table>		Title Reference	Description	New Lots	Road	Emts	Cov.	Profit or Prendre	50820472	Lot 501 on SP232002	I-50,CP					Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	712487718	I-50		Easement	Lots to be Encumbered	713368641 (Emt.F on SP232002)	CP	713368659 (Emt.E on SP232002)	CP
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713368641 (Emt.F on SP232002)	CP																												
713368659 (Emt.E on SP232002)	CP																												
3. Plans with Community Management Statement : CMS Number : 44747 Name : MULGRAVE GARDENS		4. References : Dept File : Local Govt : 862869-1 Surveyor : SB2327																											
11. Passed & Endorsed : By : Walter Consulting Group Pty Ltd Date : 4-12-12 Signed :  Designation : Liaison Officer		DATE OF DEVELOPMENT APPROVAL 22-06-2010 12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road.  Cadastral Surveyor/Director 4-12-12 Date *delete words not required																											
13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$		14. Insert Plan Number SP258153																											

ADDITIONAL SHEET

Sheet
2 of
6

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
4-OPM	SP194714	139°43'30"	5.742	138096	
7-OPM	SP232002	328°0'	7.133	178913	

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP	SP232002	89°0'	16.48
2	O.Screw in Kerb	SP232002	69°06'	4.166
3	O.Nail in Conc	SP240909	140°09'	7.615
3	OIP	IS223533	42°16'20"	28.486
4	OIP	IS223533	47°41'	3.76
6	O.Screw in Kerb	SP240909	216°55'	5.853
9	O.Screw in Kerb	SP232002	344°13'	1.398
10	Nail in Conc		219°07'	10.183
13	Nail in Kerb		174°24'	10.86
28	Nail in Kerb		25°39'	8.76
30	Nail in Kerb		42°52'	9.24
39	Nail in Kerb		354°51'30"	7.26

BUILDING CONNECTIONS

LINE	BEARING	DISTANCE
8-10	156°11'30"	19.815
10-11	90°0'	7.5
11-12	85°07'30"	10.94
12-13	90°0'	7.0
13-14	84°10'30"	9.85
14-15	90°0'	7.0
15-16	90°0'	9.8
16-17	90°0'	7.0
17-18	94°09'30"	9.935
18-19	90°0'	6.8
19-20	85°50'30"	9.935
20-21	90°0'	7.0
21-22	90°0'	9.8
22-23	90°0'	7.0
23-52	204°03'50"	14.325
52-53	270°0'	16.2
53-54	270°0'	4.8
54-55	270°0'	16.2
55-56	258°14'	4.905
56-57	270°0'	16.2
57-42	222°53'	3.61
42-41	269°49'	7.055
41-14	357°42'45"	16.76
2-30	284°07'45"	66.28
30-29	15°36'15"	23.645
29-28	0°0'	13.74
28-26	44°19'30"	21.255
27-1	59°32'45"	42.065
27-26	270°0'	6.8
26-25	297°19'30"	11.155
25-24	270°0'	7.0
24-23	270°0'	9.8

BUILDING CONNECTIONS

LINE	BEARING	DISTANCE
30-31	270°0'	13.74
31-32	270°0'	9.8
32-33	270°0'	7.0
33-34	273°49'	10.825
34-35	270°0'	6.8
35-36	266°11'	10.825
36-37	270°0'	13.74
37-38	270°0'	9.8
38-39	270°0'	7.0
39-40	315°32'15"	16.22
40-49	0°0'	6.8
49-50	0°0'	9.74
50-51	0°0'	6.8
51-12	11°40'	21.365
37-43	12°34'30"	14.425
43-44	90°0'	16.2
44-45	101°46'	4.905
45-46	90°0'	16.2
46-47	78°14'	4.905
47-48	90°0'	16.2
48-31	189°40'30"	14.285
58-59	69°08'	7.045
59-60	180°0'	6.8
60-5	213°24'30"	10.205

State copyright reserved.

Insert
Plan
Number **SP258153**

0 50mm 100mm 150mm

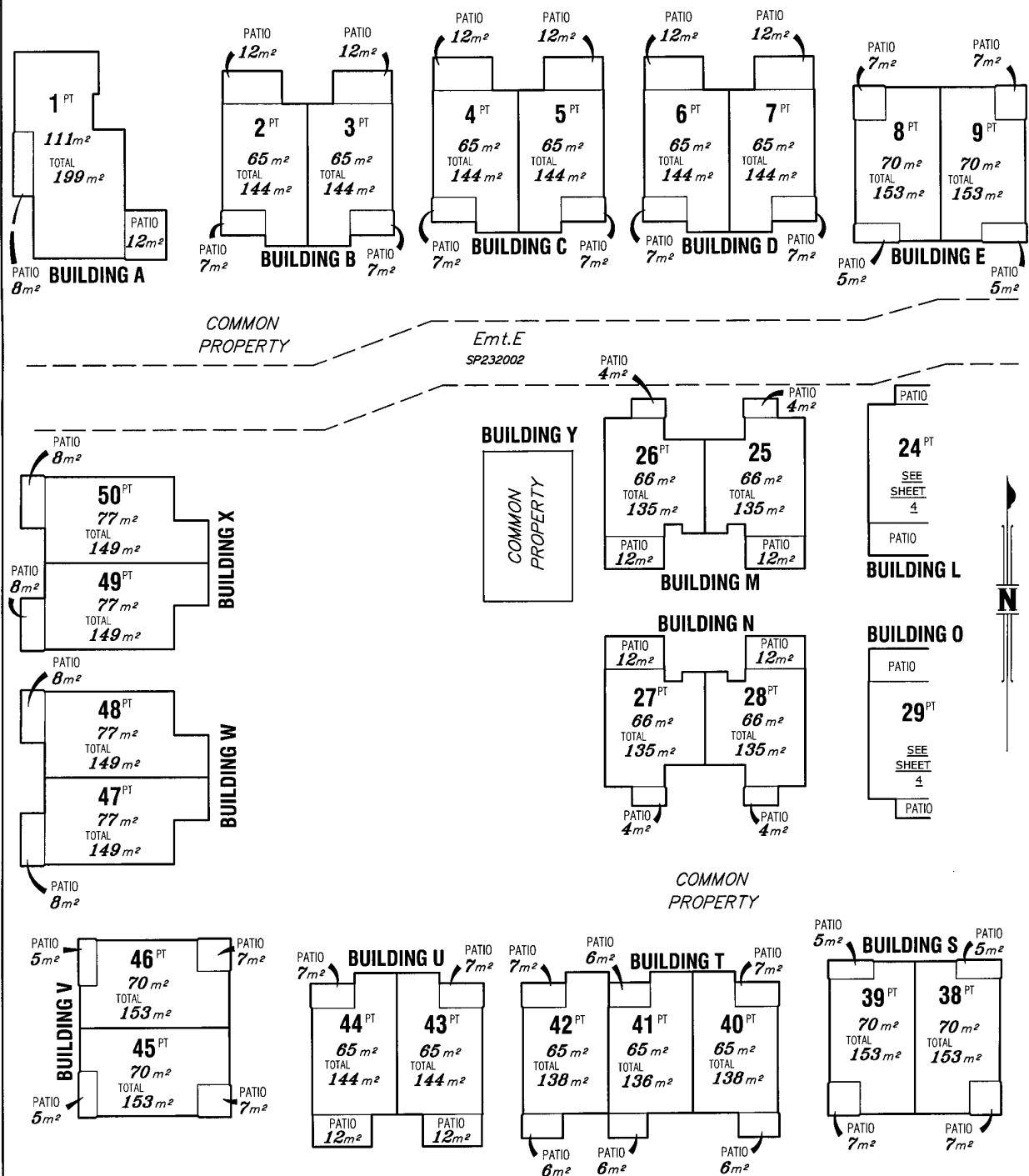
Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

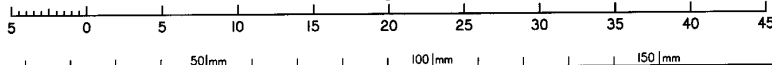
Sheet 3 of 6

LEVEL A

SCALE 1:300



Scale 1:300 - Lengths are in Metres.

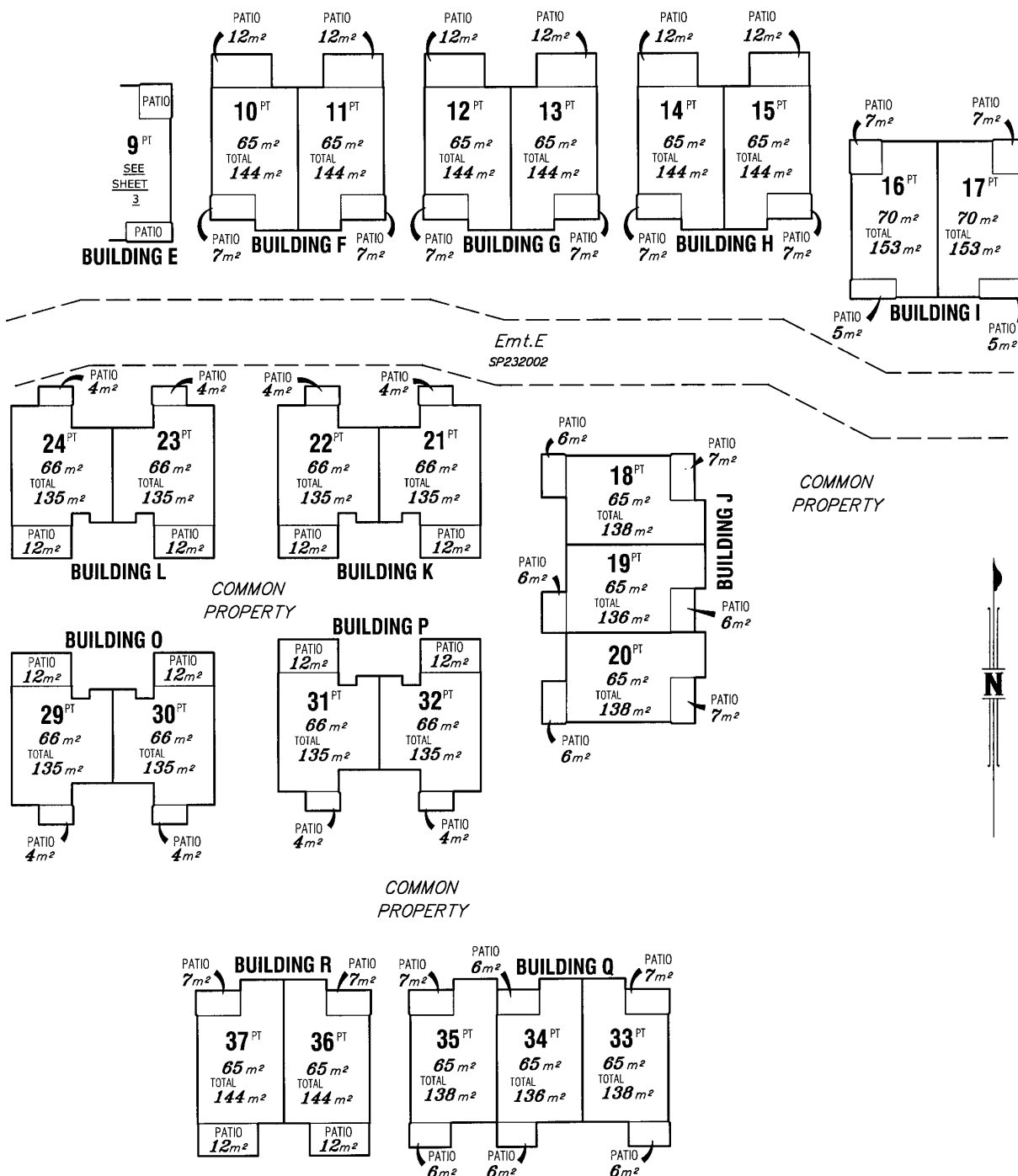


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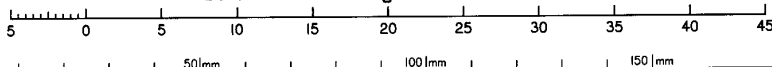
Insert Plan Number SP258153

LEVEL A

SCALE 1: 300



Scale 1:300 - Lengths are in Metres.



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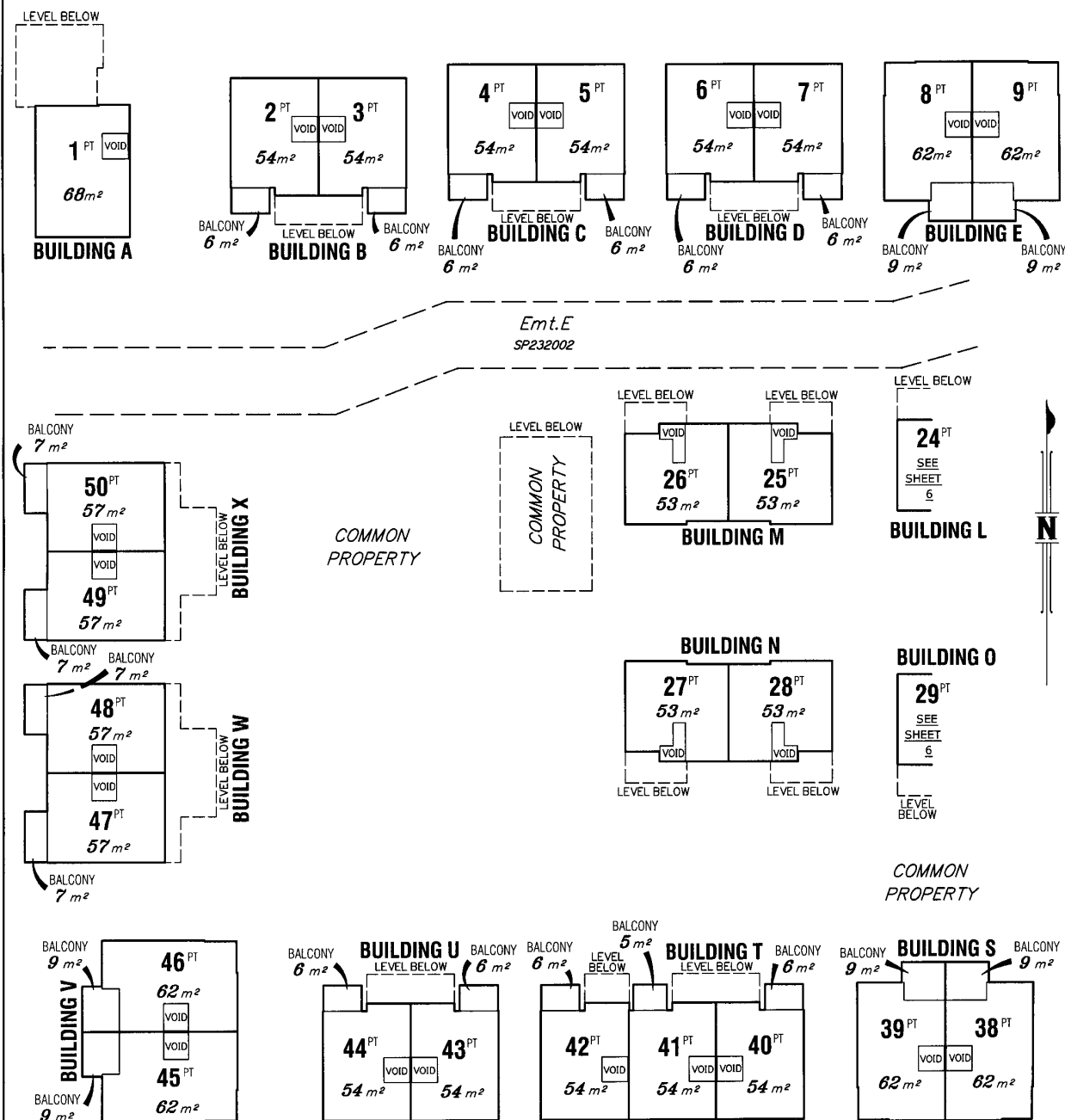
Insert Plan Number SP258153

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

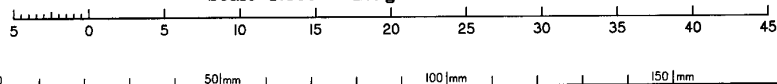
ADDITIONAL SHEET

Sheet 5 of 6

LEVEL B SCALE 1:300



Scale 1:300 - Lengths are in Metres.



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Insert Plan Number SP258153

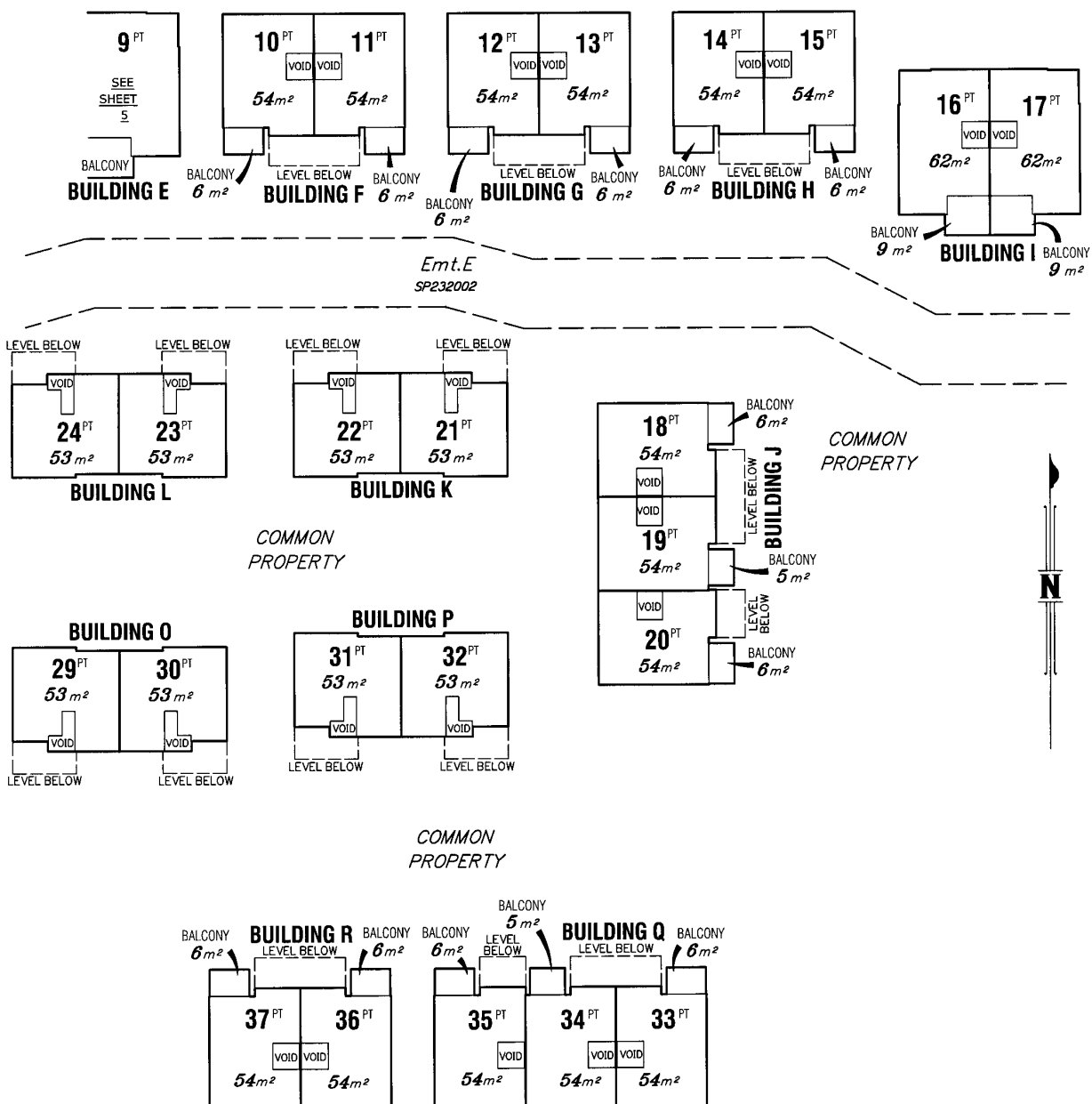
Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

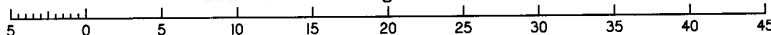
Sheet
6 of
6

LEVEL B

SCALE 1: 300



Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number
SP258153

Property Fact Pack

develo

u21/17-27 Mulgrave Road
Marsden QLD 4132

YOUR DIGITAL COPY



Easements



Flood History



State Flood Planning



Flood Risk



Coastal Flood Risk



Character



Overland Flow Flood Risk



Flood Planning Risk



Historic Imagery

At a glance

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



Easements



NO
CONSIDERATIONS
IDENTIFIED



Flood Risk



CONSIDERATIONS
IDENTIFIED



Character



NO
CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Environment



NO
CONSIDERATIONS
IDENTIFIED



Bushfire Risk



NO
CONSIDERATIONS
IDENTIFIED



Noise



NO
CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

29th of September, 2025

ADDRESS

u21/17-27 MULGRAVE ROAD

LOT/PLAN

21/SP258153

COUNCIL

Logan

ZONING

- Low Density Residential
- Precinct - Small Lot

SCHOOL CATCHMENTS

- Burrowes SS
- Marsden SHS

CLOSEST CITY

Logan City - 3km

Easements

What access rights exist over the property?



Sources: Qld Spatial

THINGS TO KNOW

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

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

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

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

Questions to ask

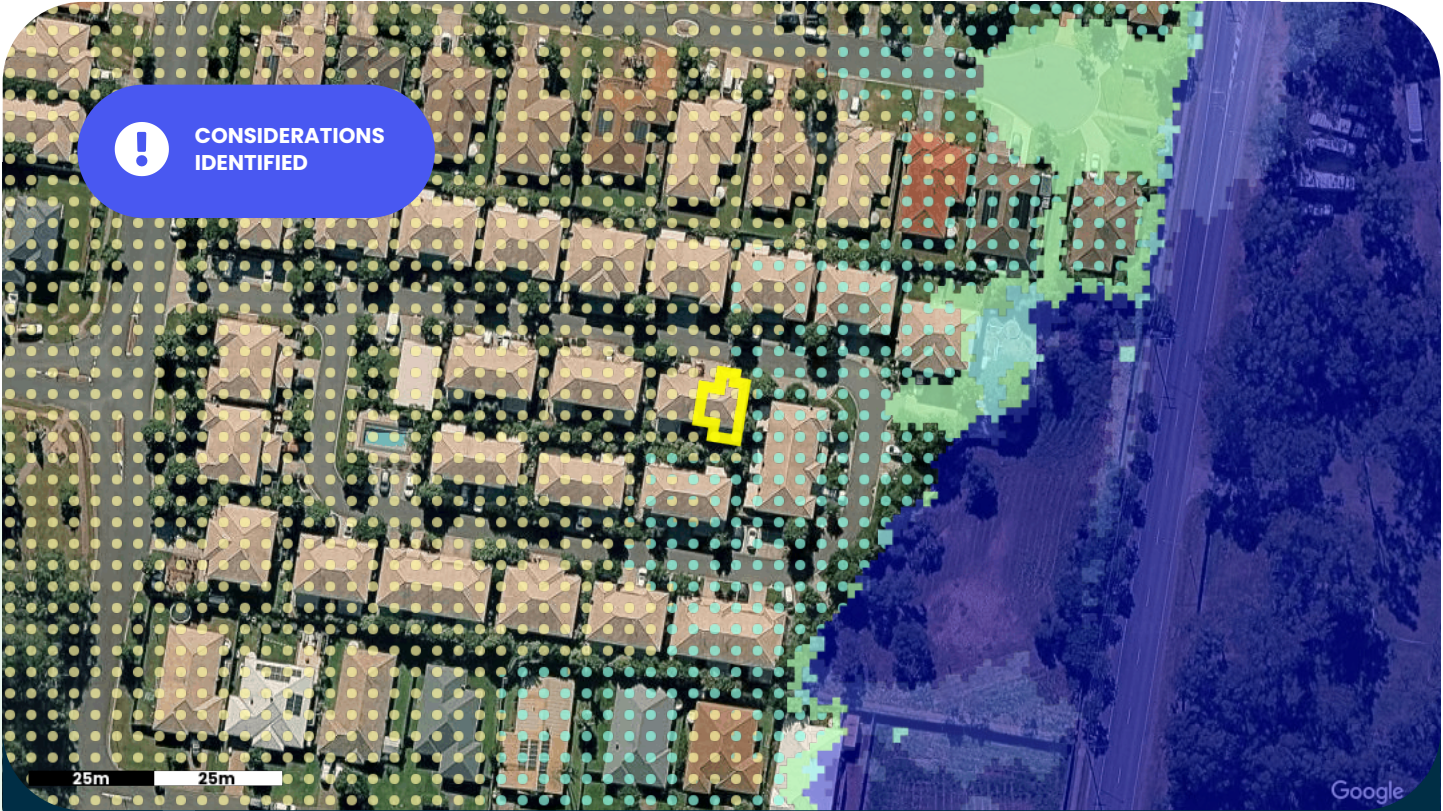
- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

- Selected Property
- Easement

Flood Risk

Is the property in a potential flood area?



Sources: Logan City Council

THINGS TO KNOW

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

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

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

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

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

Questions to ask

- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

- Selected Property
- High Risk - 5% Annual Chance
- Moderate Risk - 2% Annual Chance
- Low Risk - 1% Annual Chance
- Very Low Risk - 0.5% Annual Chance
- Very Unlikely - 0.05% Annual Chance
- Extremely Rare - <0.001% Annual Chance

Overland Flow Flood Risk

Are there any major rainfall issues for this property?



Sources: Logan City Council

THINGS TO KNOW

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

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

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

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

PROPERTY DUE DILIGENCE REPORT | u21/17-27 MULGRAVE ROAD

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

Questions to ask

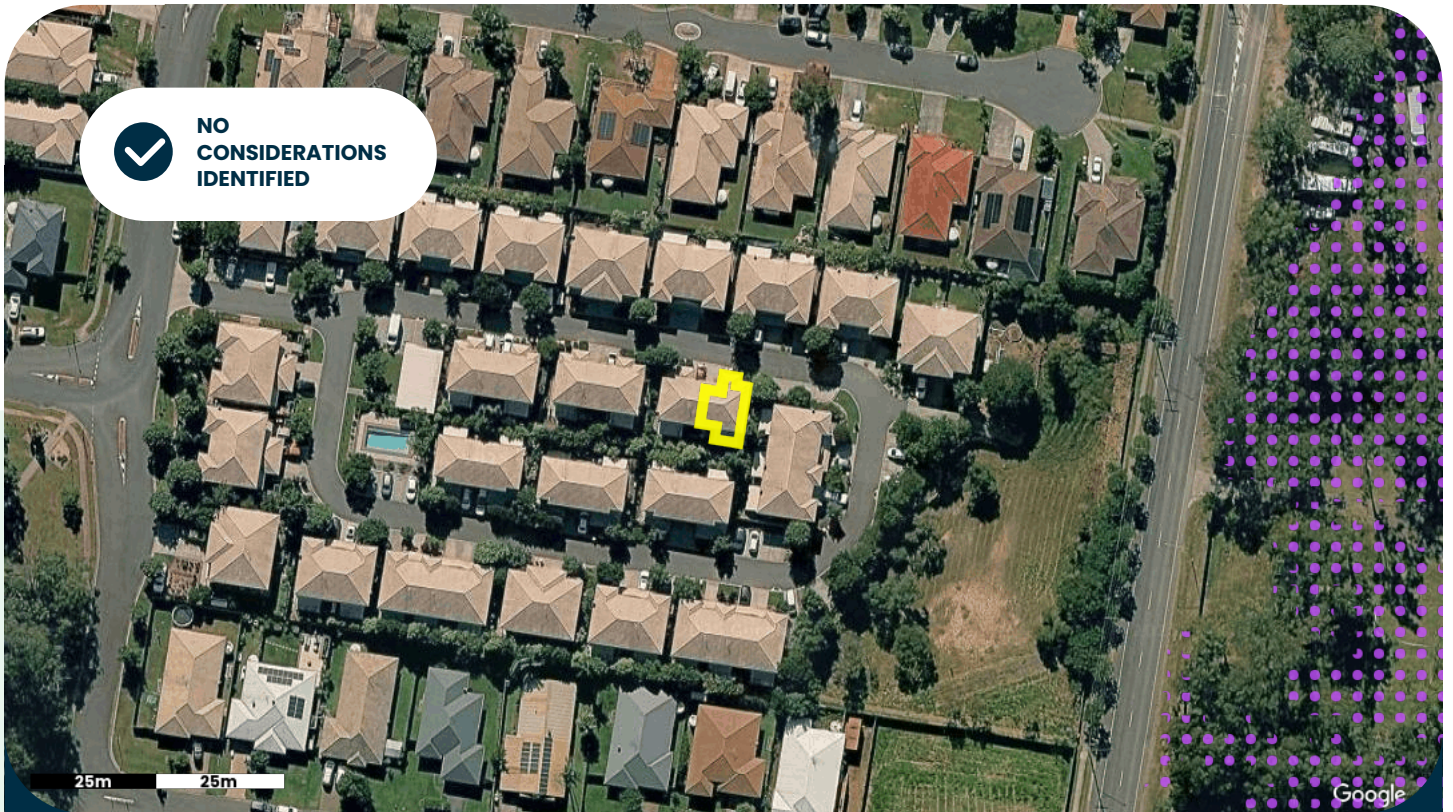
- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

LEGEND

- Selected Property
- Overland Flow

Flood History

Has the property been impacted by historic flood events?



Sources: Logan City Council

THINGS TO KNOW

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

Being well-prepared for floods is key to staying safe and reducing damage to property assets. It's important to know where higher ground is and plan safe routes to get there during an emergency.

Note: These reports only reflect major flood events mapped and published by government authorities in open data portals. Other rapid flash flood events that subsided quickly may not be documented.

Questions to ask:

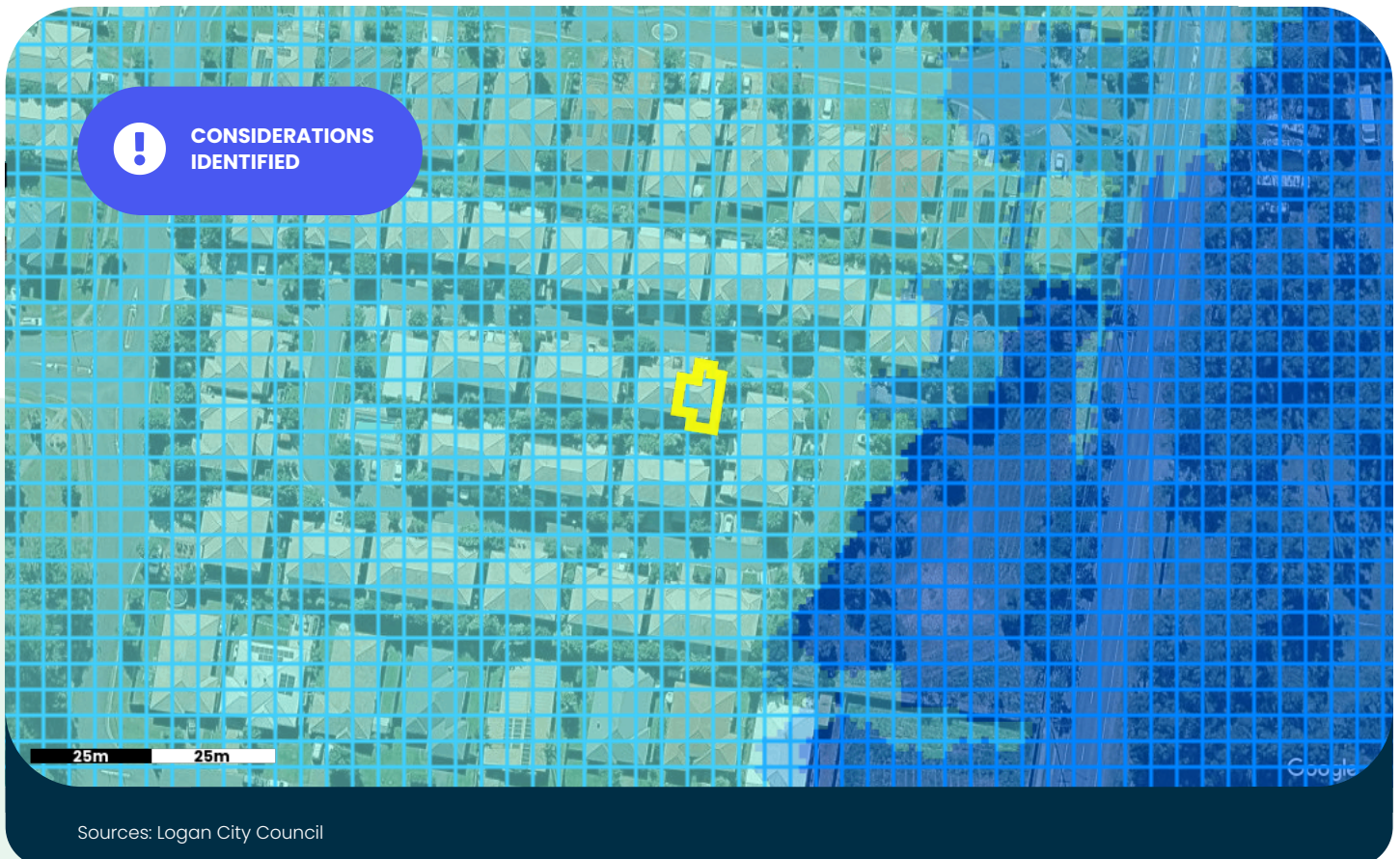
- Where has flooding historically occurred on the property?
- What are the differences between government flood models and recorded flood events?
- Is the government flood model an acceptable level of risk when compared to actual flood events?

LEGEND

-  Selected Property
-  Flood Event - Feb 2022

Flood Planning Risk

What planning overlays impact development of this property?



THINGS TO KNOW

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

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

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

Questions to ask

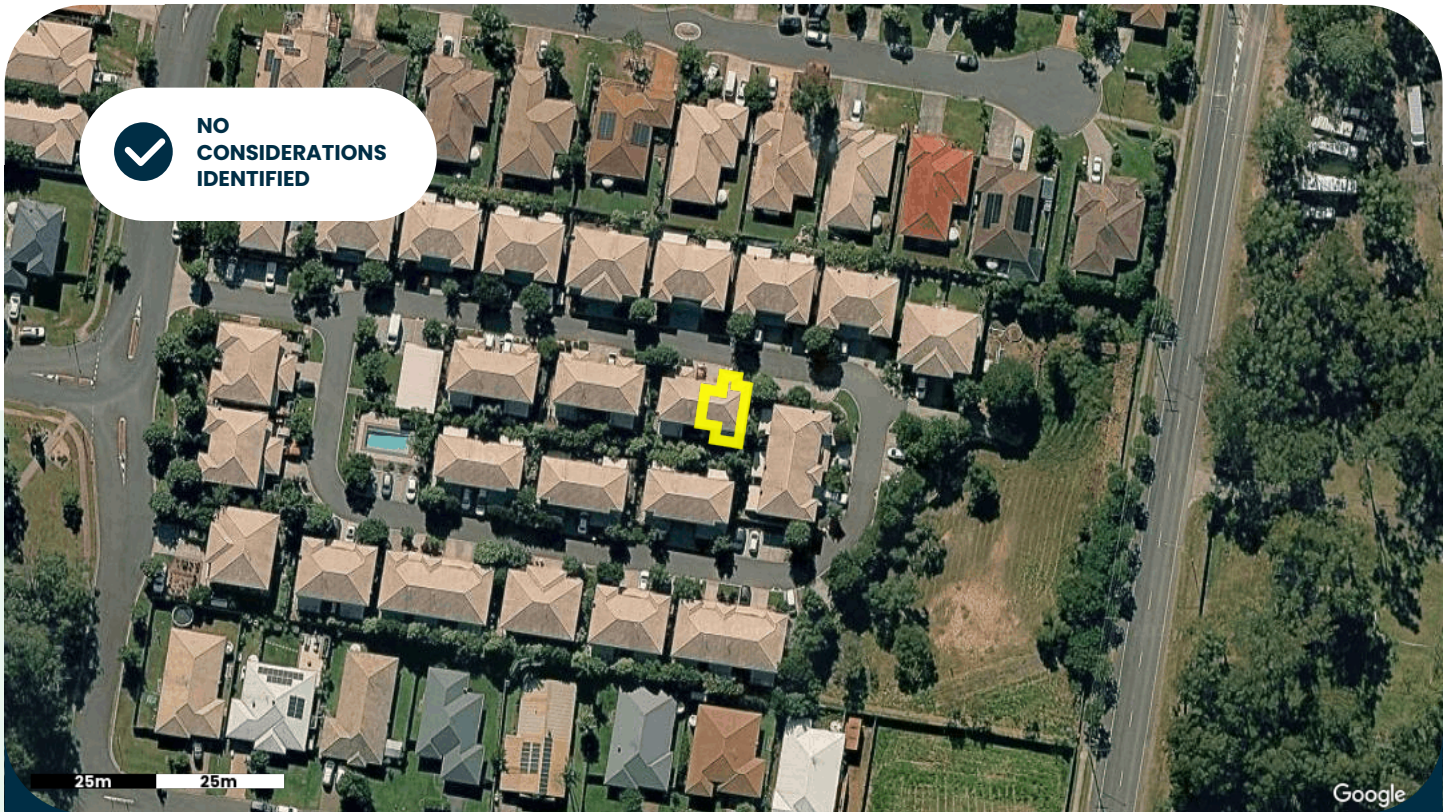
- What restrictions apply to developing in a Flood Planning area?
- Are there required flood immunity levels or design standards?
- How do overlays account for future changes like climate impacts or urban growth?

LEGEND

-  Selected Property
-  High Flood Risk Area
-  Moderate Flood Risk Area
-  Low Flood Risk Area
-  Flood Assessment Area

Character

Is the property in a character or heritage area?



THINGS TO KNOW

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

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

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

Questions to ask

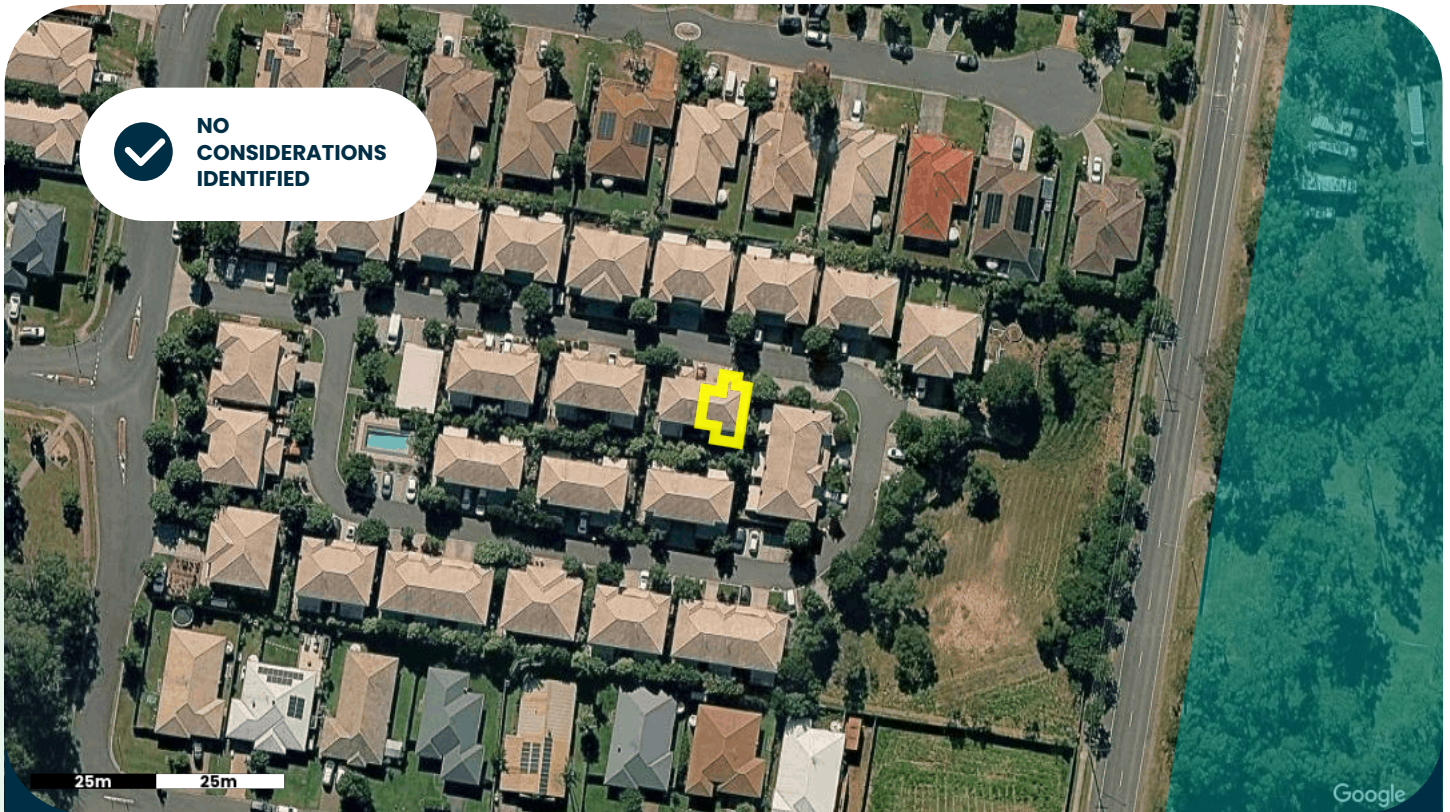
- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: Logan City Council

THINGS TO KNOW

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

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

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

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

Questions to ask

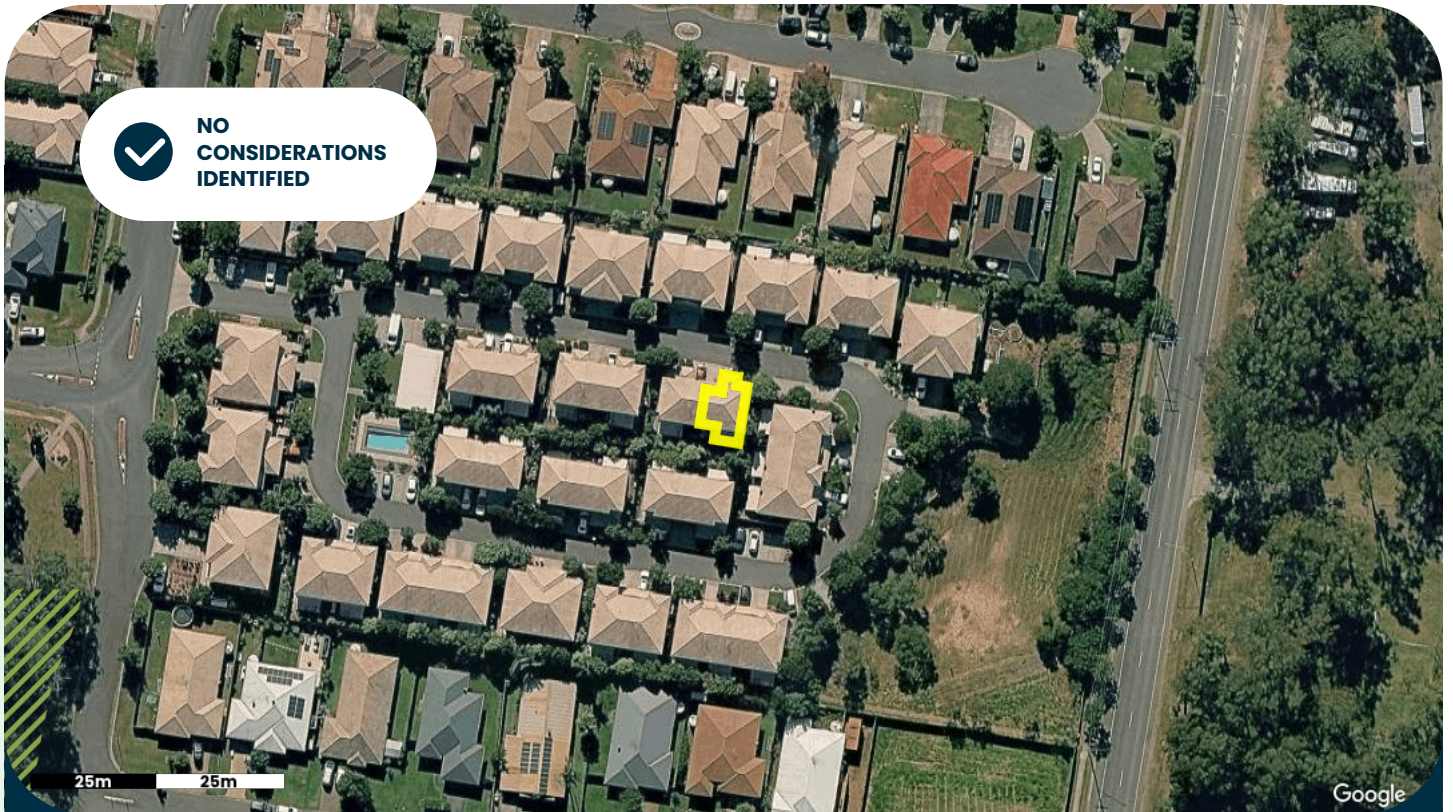
- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND

-  Selected Property
-  Local Environmental Significance Vegetation Area (Council)

Environment

Are there any environmental values present on the property?



Sources: Queensland Government

THINGS TO KNOW

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

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

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

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

Questions to ask

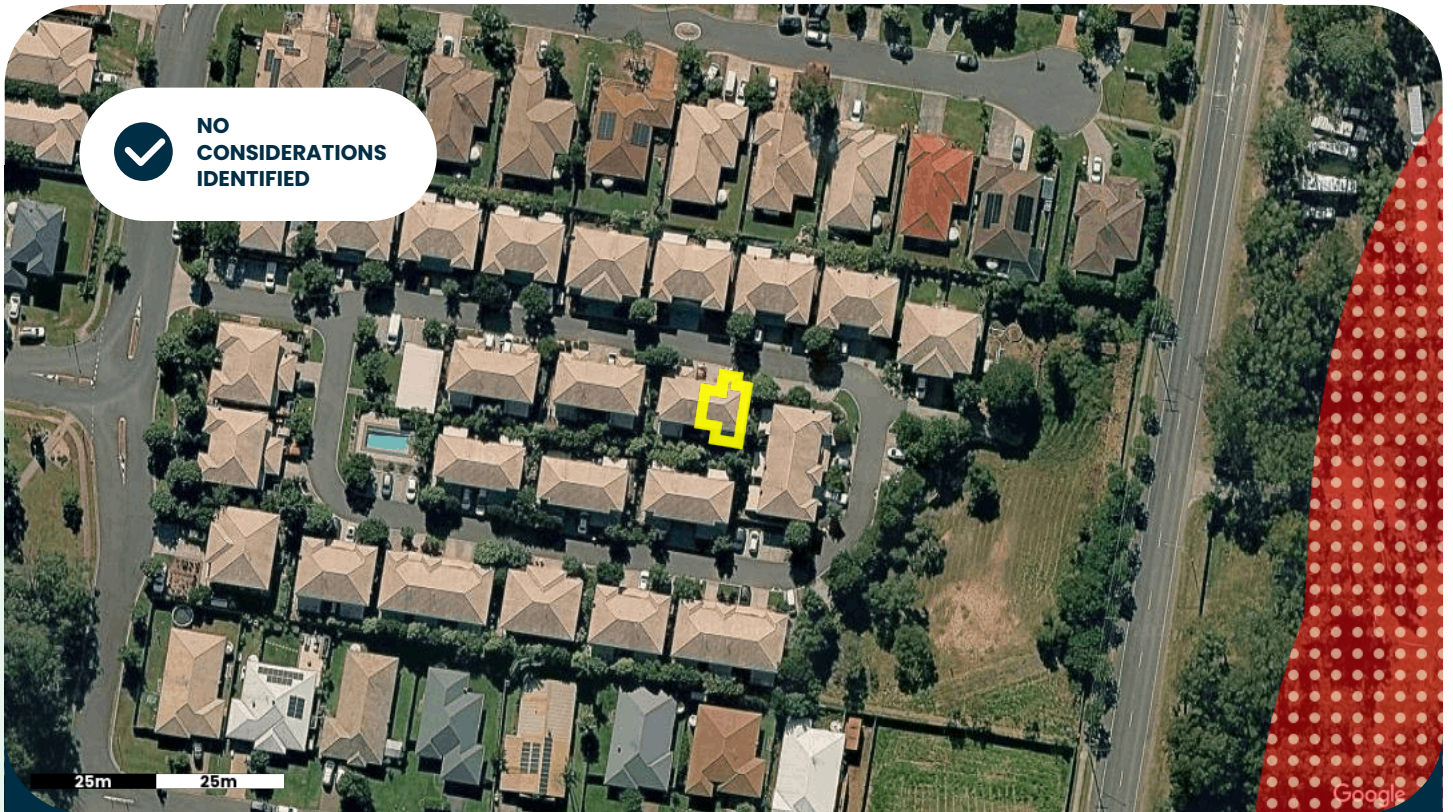
- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

LEGEND

-  Selected Property
-  Wildlife Habitat - Mses
-  Core Koala Habitat Area

Bushfire Risk

Is the property in a potential bushfire area?



Sources: Logan City Council, Queensland Fire And Emergency Services

THINGS TO KNOW

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

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

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

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

Questions to ask

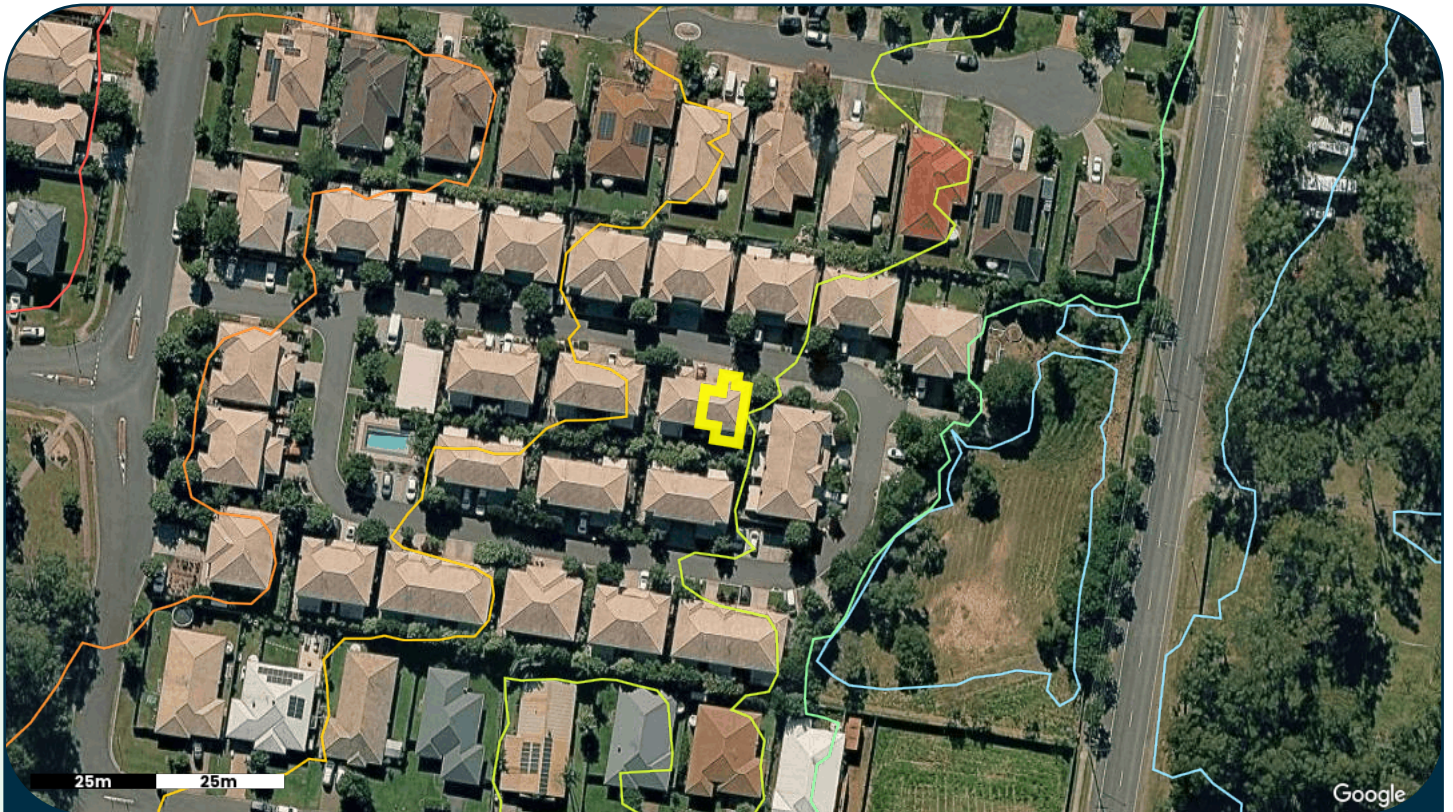
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

LEGEND

-  Selected Property
-  Potential Bushfire Area - Impact Buffer (Council)
-  Potential Impact Bushfire Buffer Area

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

LEGEND

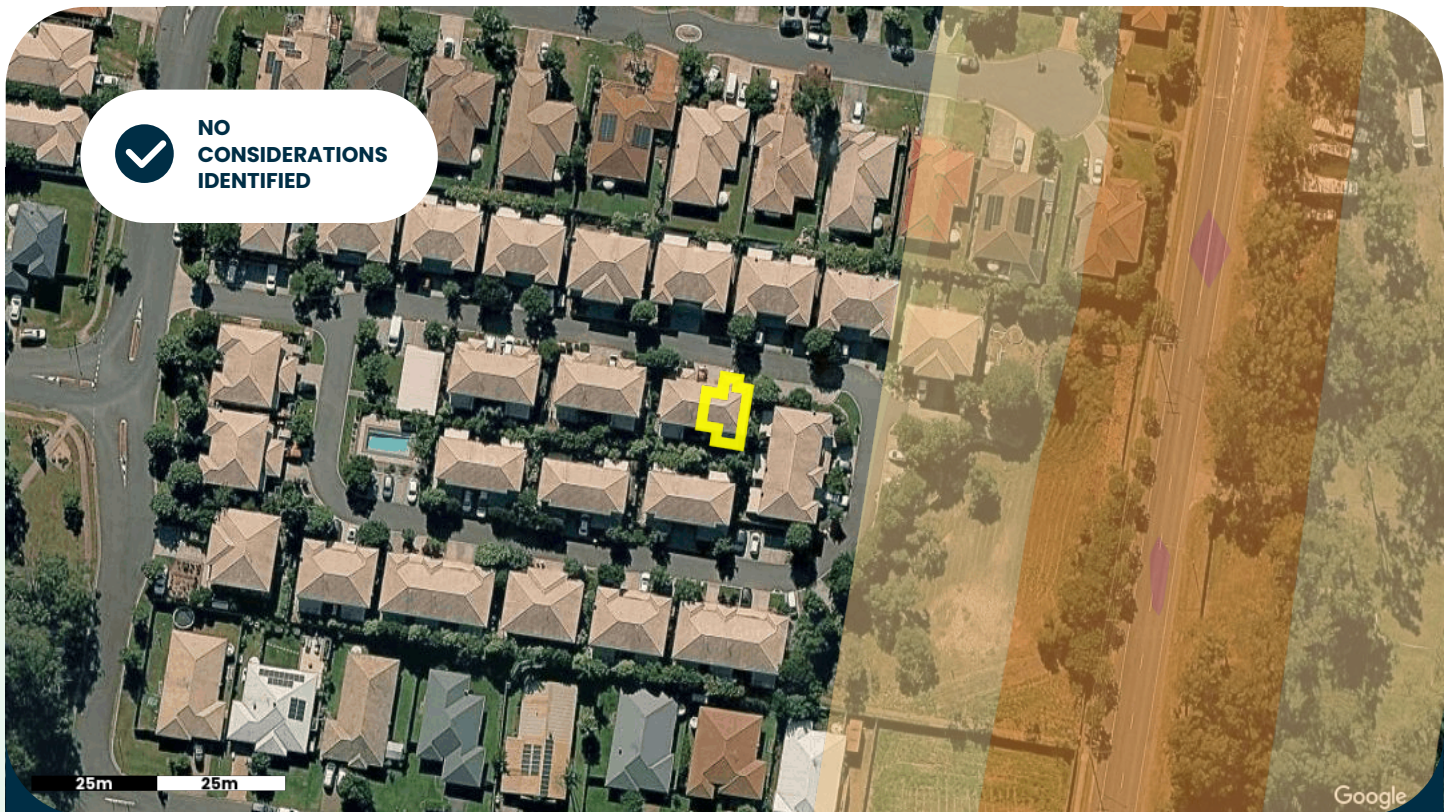
 Selected Property

Property Est. Fall: ~0m



Noise

Is the property in a potential noise area?



Sources: Logan City Council

THINGS TO KNOW

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

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

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

Questions to ask

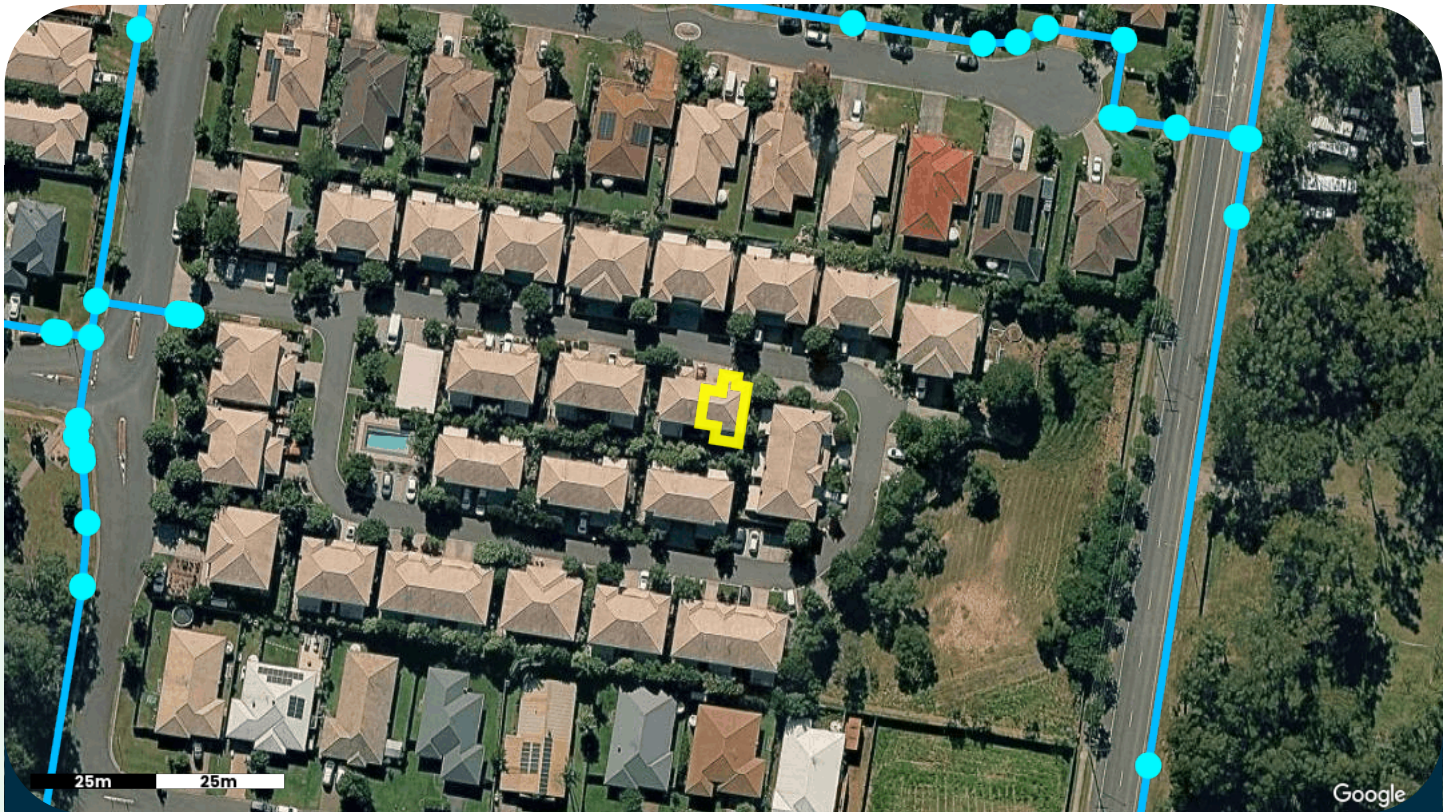
- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

- Selected Property
- High To Mod. Noise Area – Local Road (>73 Dba)
- Moderate Noise Area – Local Road (68–73 Dba)
- Moderate To Low Noise Area – Local Road (63–68 Dba)
- Low Noise Area – Local Road (<63 Dba)

Water

Are there any water pipes nearby?



Sources: Logan Water

THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

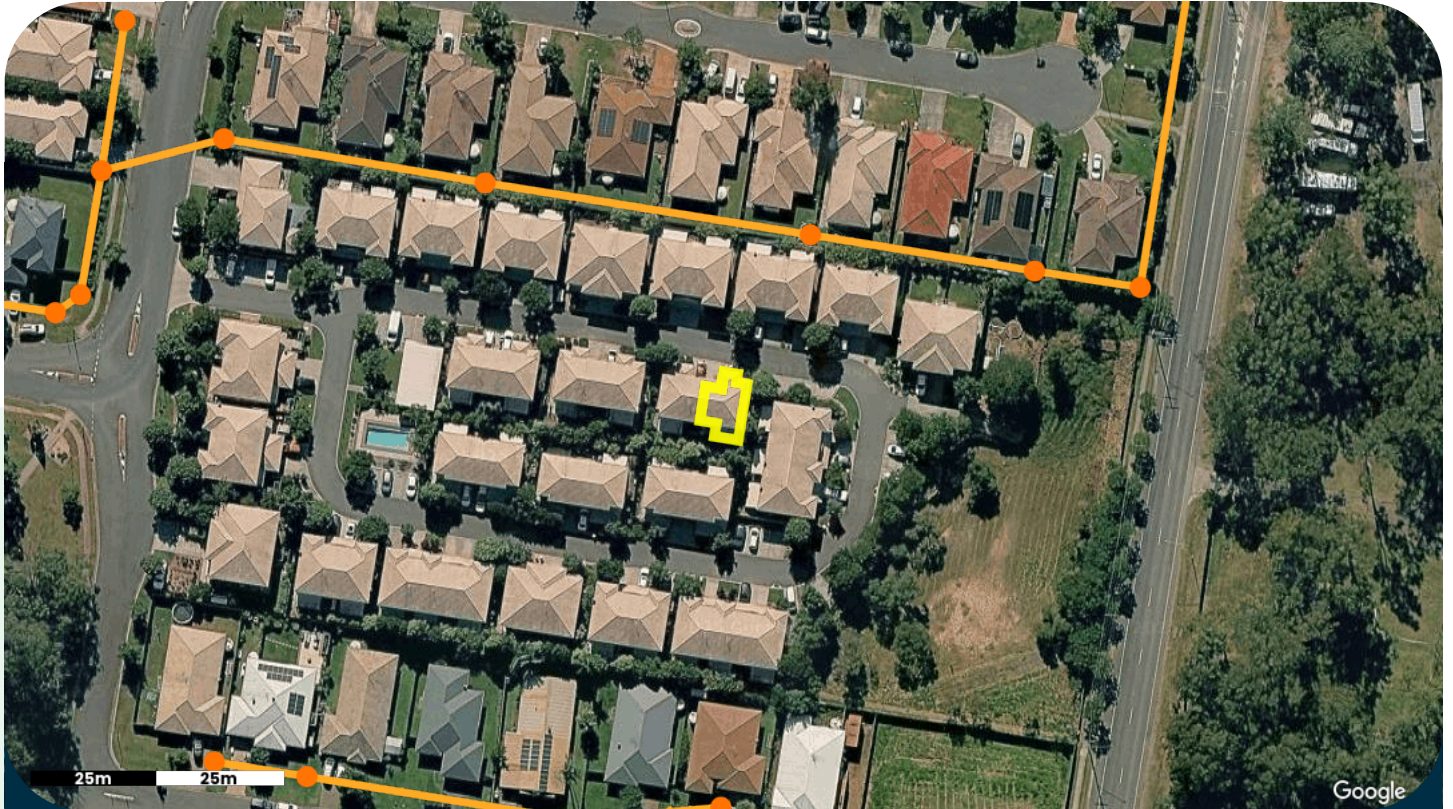
- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

LEGEND

-  Selected Property
-  Water Asset Point
-  Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: Logan Water

THINGS TO KNOW

Sewer mains carry wastewater away from properties to sewage treatment facilities. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

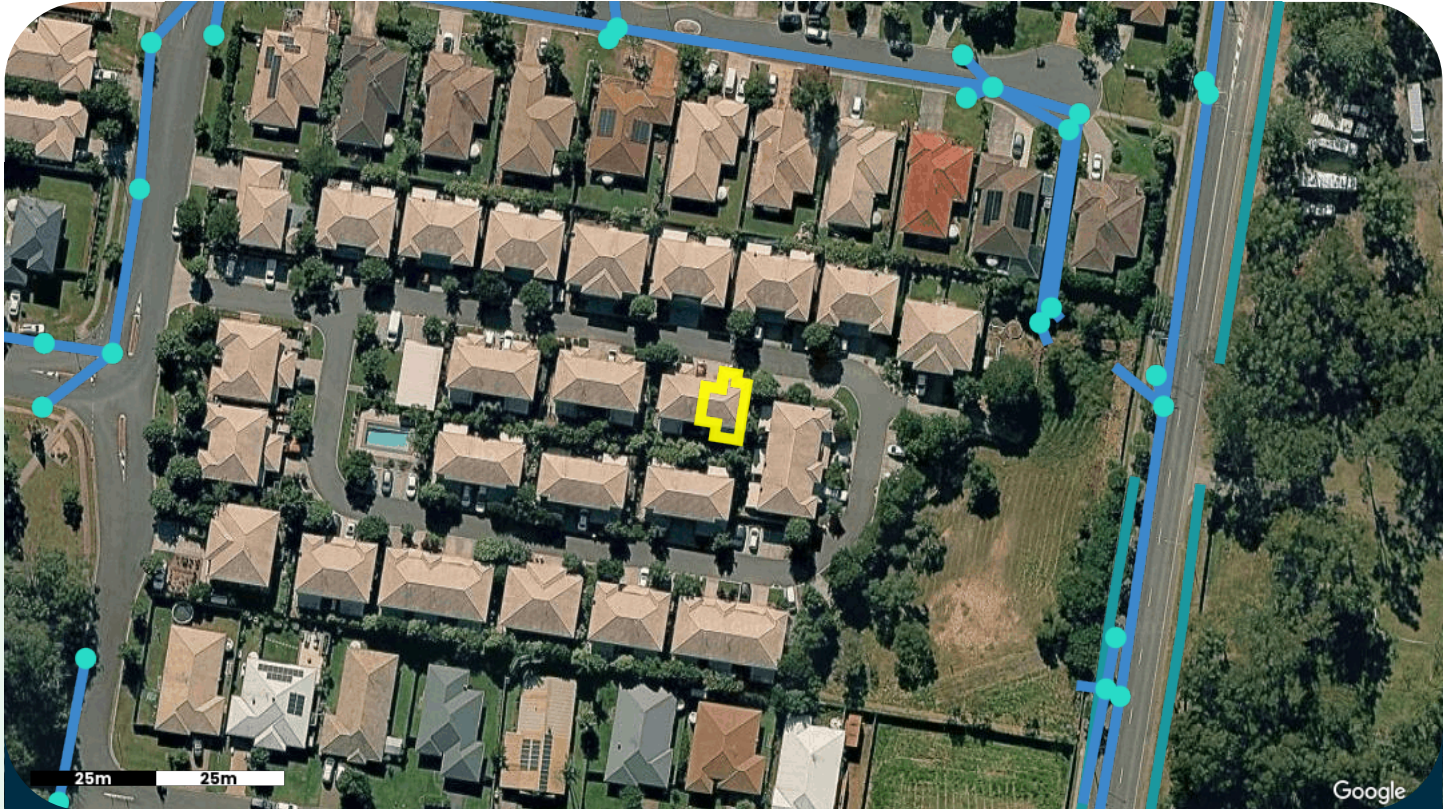
- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

LEGEND

-  Selected Property
-  Sewer Maintenance Structure
-  Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: Logan City Council

THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

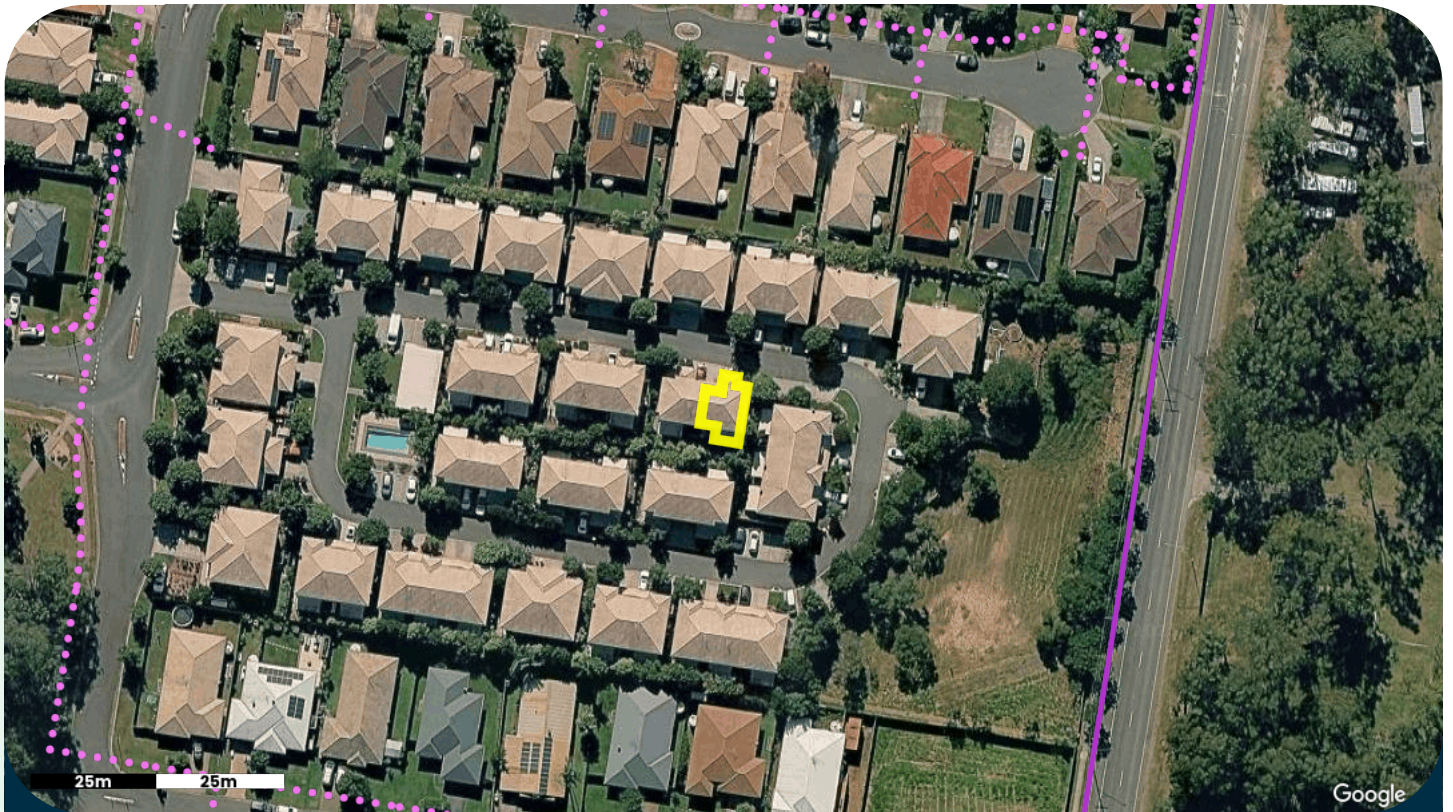
- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

- Selected Property
- Inlet Structure
- Open Drain
- Stormwater Pipe

Power

Are there any power lines on or near the property?



Sources: Energex

THINGS TO KNOW

Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

Note: The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

Questions to ask

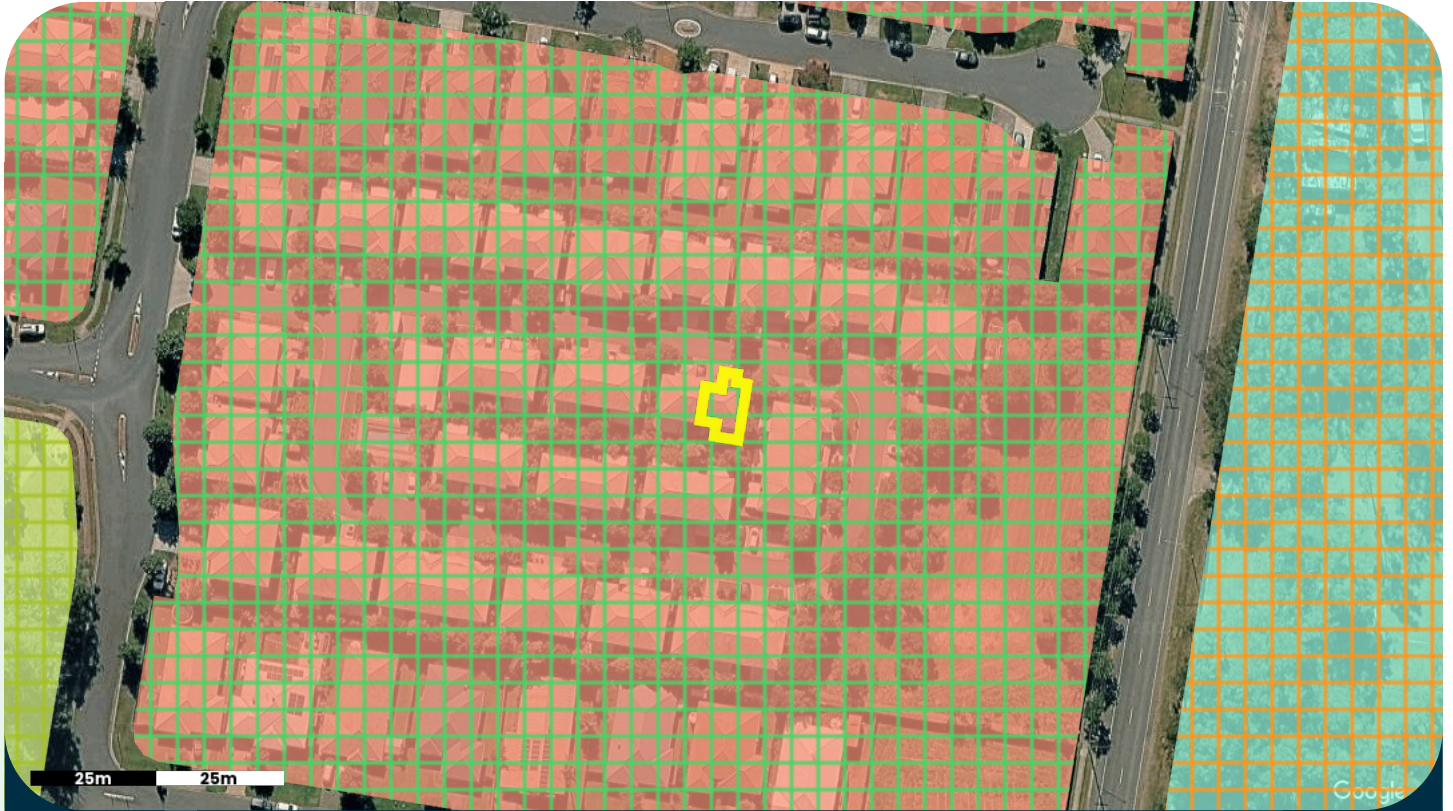
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

- Selected Property
- Overhead Power Line (HV)
- Overhead Power Line (LV)
- ... Underground Power Cable (LV)

Zoning

What zone is my property?



Sources: Logan City Council

THINGS TO KNOW

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

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

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

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

Questions to ask

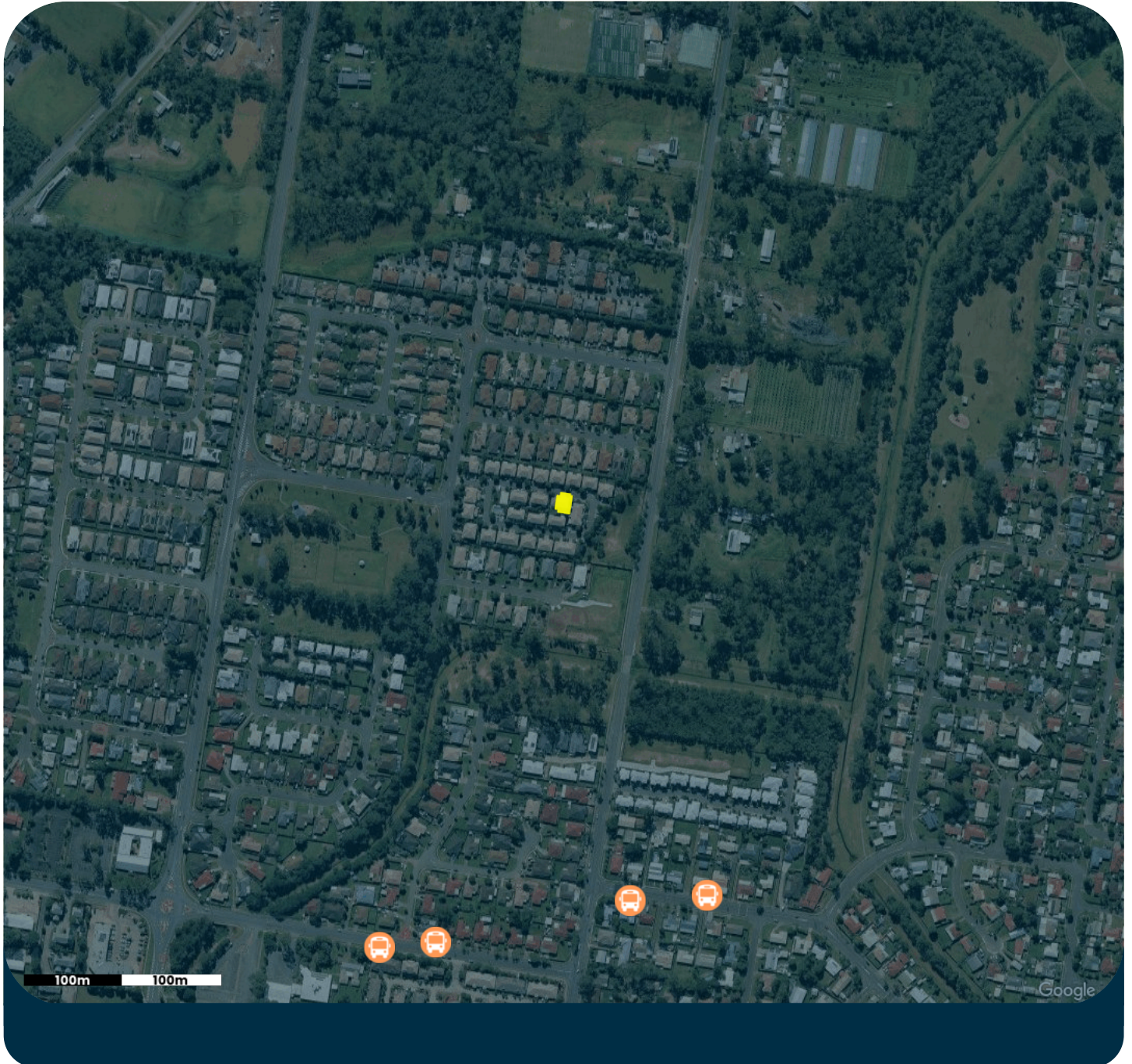
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

- Selected Property
- Low Density Residential
- + Precinct - Cottage Rural
- + Precinct - Recreation Parks
- + Precinct - Small Lot
- Recreation And Open Space
- Rural Residential

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



LEGEND

Selected Property

DISCLAIMER

This report is provided by Develo Pty Ltd as a general guide only and is intended to support due diligence when considering a property. While care is taken to compile and present information from a variety of reliable third-party sources, including government and regulatory datasets, Develo Pty Ltd makes no representations or warranties about the accuracy, currency, completeness, or suitability of the information provided.

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

This report does not constitute legal, financial, planning, or building advice, and must not be relied upon as a substitute for independent professional advice. Readers should conduct their own enquiries and seek qualified advice from a solicitor, town planner, surveyor, certifier, or relevant authority before making decisions or relying on this information.

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

WHO ELSE COULD USE THIS REPORT

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

YOUR DIGITAL COPY

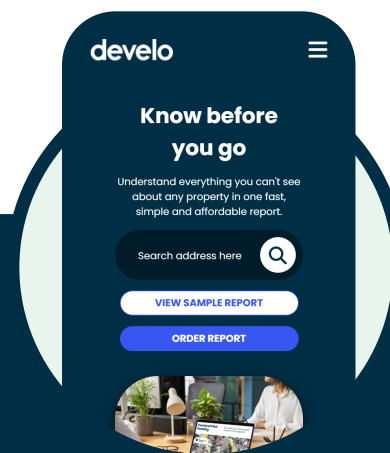


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Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

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

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

Transaction ID: 51063645 EMR Site Id: 29 September 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 21 Plan: SP258153
21/17 MULGRAVE RD
MARSDEN

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Rate Notice

July - September 2025

Logan City Council ABN 21 627 796 435



166389/X/021951

H1

D-038

A S Lincoln and B E Mason
6 Van Dieman Cres
SPRINGWOOD QLD 4127

Assessment number 11020737

Billing period 01 Jul 2025 - 30 Sep 2025

Issue date 21 Jul 2025

Due date 22 Aug 2025

Amount due \$1,037.46

Interest of 12.12% pa compounding daily is charged on overdue rates and charges.

Property location	Lot on plan	Rating category	Rateable value
21/17-27 Mulgrave Road, MARSDEN QLD 4132	Lot 21 SP 258153	Residential (Non-Owner-Occupied)	\$52,691

Access the rates portal!

Log in to the portal to view your balance, payment history, and past rate notices. Please visit the link or scan the QR code below.

Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.



logan.qld.gov.au/rates

Summary of charges

Payments received after 3 July 2025 may not be included below.

Balance as of 3 July 2025	\$	0.00
Council rates and charges	\$	641.08
State government charges	\$	62.90
Water and wastewater (sewerage) charges This total consists of services and usage charges, refer to page 3	\$	333.48
Amount payable if paid by 22 Aug 2025	\$	1,037.46

See over the page for a breakdown and more payment options

This notice is registered to receive rates electronically. A printed version will not be posted.

Payment online	Payment by Bpay	Payment by phone	Payment at Australia Post
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Use your credit or debit card to pay 24 hours, 7 days per week

Ref No:1102 0737

logan.qld.gov.au/online-payment



Billers Code: 17392
Ref: 5 1102 0737

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

* Credit Card payments may incur a 0.34% surcharge.



Payment by phone

Billers Code: 17392
Ref: 5 1102 0737

Phone **1300 276 468** or from overseas **+61 1300 276 468**



Payment at Australia Post

POST billpay™



*0459 11020737

Minimum payment \$50.00 unless the amount shown on the current rate notice is less.

Assessment number: 11020737		Period: 1 Jul 2025 to 30 Sep 2025		Issue date: 21 July 2025	
Breakdown of July to September 2025 rates and charges		Amount		Total	
Council rates and charges					
General Rate - Residential (Non-Owner-Occupied)	\$	502.07			
Garbage Charge – Residential Waste & Recycling	\$	111.50			
Environmental Charge	\$	27.10			
Volunteer Fire Brigade Separate Charge	\$	0.41	\$		641.08
State government charges					
State Emergency Levy Group 2	\$	62.90	\$		62.90
Water and wastewater (sewerage) charges					
Water Service Charge - Res	\$	82.13			
Wastewater (Sewerage) Charge	\$	202.00			
Water Usage	\$	49.35	\$		333.48
Total rates and charges for July to September 2025				\$	1,037.46

The Queensland Government waste levy for general waste has **increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26**. The Queensland Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy on households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, including the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

Council contact details

Logan City Council Administration Centre and Customer Service Centres

150 Wembley Rd, Logan Central

Postal Address:

PO Box 3226, Logan City DC Qld 4114

Open: 8am–5pm Monday to Friday (AEST)

Website: logan.qld.gov.au

Email: council@logan.qld.gov.au

Rates enquiries: **07 3412 5230**

Beenleigh Customer Service

105 George St, Beenleigh

(Cnr of George St and City Rd)

Open: 8am–4.45pm Monday to Friday (AEST)

Jimboomba Customer Service

18–22 Honora St, Jimboomba

Open: 8am–4.45pm Monday to Friday (AEST)

Council offices are closed on public holidays

Other ways to pay your rates

AusPost app

Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



Direct debit

To arrange automatic payment from your bank account, visit logan.qld.gov.au/rates/payment-options. Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



In person

Logan City Council Administration Centre or Customer Service Centres

cash; cheque; money order; debit card; credit card



By mail

Make your cheque or money order payable to Logan City Council and post it with details of your property address and rates assessment number to the postal address on this page.

Water and Wastewater
Account Information



Distribution and retail charges for the period **01/07/2025 to 30/09/2025** have been totalled and are detailed below

Property location	Lot on plan
21/17-27 Mulgrave Road, MARSDEN QLD 4132	Lot 21 SP 258153

Local Government Distribution and Retail Charges

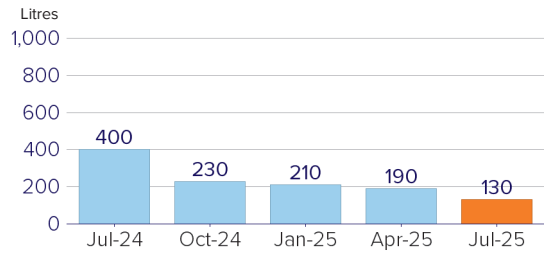
Water Service Charge - Res - amount charged to maintain the water network	\$	82.13
Wastewater (Sewerage) Charge - amount charged to maintain the wastewater network	\$	202.00
Water Usage	\$	49.35
	\$	333.48

Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kL)
23V005849	27 Feb 2025	96	21 May 2025	107	11	83	0.133
Council Water Usage Charge			11.00 @ 1.0428 per kL			\$	11.47
State Govt Bulk Water Charge			11.00 @ 3.4440 per kL			\$	37.88
						\$	49.35

Water usage detail (PLEASE NOTE: Meters that have zero usage during the period are not shown)

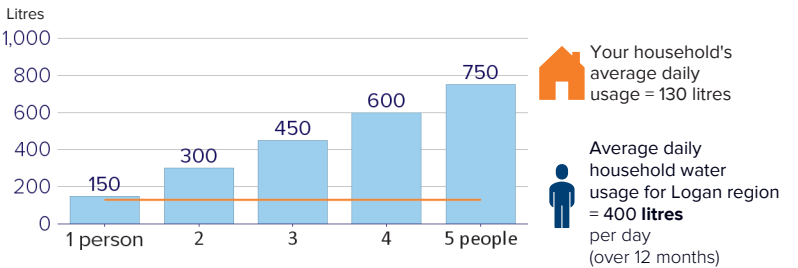
Your water usage comparison

Compare your average daily usage over time



1 kilolitre = 1,000 litres

Compare your current daily usage with others in the Logan region



Please refer to the RTA for advice on the charges that can be passed on to tenants. Visit: rta.qld.gov.au and search for 'Water charging fact sheet'.

You are using less water than the average Logan household, give yourself a pat on the back you're doing a great job! Check out our water saving tips on the next page to see how small changes can make a big difference.

How you can save water

If you're using more than the average household, try these waterwise tips.

With small changes in your habits, you'll save money and we'll all save water.

 Have shorter showers. Save 9 litres a min.	 Run the dishwasher only when full. Save 1,000s of litres a year.
 Fix a dripping tap. Save 50 litres a day.	 Turn off the tap when brushing your teeth. Save 5 litres a min.
 Use the half flush button on the toilet. Save 30 litres a day.	 Run the washing machine only with full loads. Save 1,000s of litres a year.
 Sweep your driveway rather than hose it down. Save 11 litres a min.	 Use a pressure cleaner to clean your car instead of a hose. Save 8 litres a min.
 Use a pool cover. Save 36,000 litres a year.	 Install a rainwater tank. Save 1000s of litres a year.

For more information visit:
logan.qld.gov.au/waterwise

Do you know what \$1 of water usage charges buys you?

Because we use water for so many things in our households, it can be hard sometimes to see exactly what our water bill buys us. You might be surprised to learn just how much water you get for around \$1, here are a few examples:



1,000
CUPS OF DRINKING WATER

OR



6x
4 MINUTE SHOWERS

OR



25
FULL DISHWASHER LOADS

OR



82
HALF FLUSHES OF THE TOILET

How to check for concealed water leaks

It's easy to check for concealed water leaks, and if your pipes are leaking you may be eligible for a reimbursement on your water usage costs.

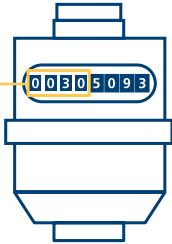
We repair water leaks from the water supply system to (and including) your water meter. You are responsible for repairs from your water meter to your property.

For more information visit:
logan.qld.gov.au/waterleaks

How to read your water meter

Locate your meter and read the **BLACK NUMBERS ONLY** as per the images shown.

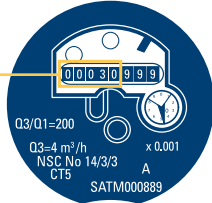
If your meter is this type, the reading would be **0030** kilolitres



If your meter is this type, the reading would be **0030** kilolitres



If your meter is this type, the reading would be **0030** kilolitres



Please make sure your water meter can be easily accessed by meter readers at all times.



Struggling to take a 4 minute shower?
Drop into your local library or nearest customer service centre to pick up a 4 minute shower timer. It's our gift to you to say thanks for working with us to better manage our precious water resources.

Don't rush to flush

Disposing the wrong items down toilets, sinks and wastewater pipes can result in homeowners incurring expensive plumbing bills to unblock wastewater pipes on their property.

Correct disposal also reduces unnecessary damage to our wastewater network and the environment.



Only flush toilet paper, pee and poo.
(No wet wipes, tissues or paper towels).



Only water should go down the sink.
(No cooking oil, grease or food scraps).



Take paint, fuel, engine oil and chemicals to Council's Waste and Recycling facility.
(Don't tip onto your grass).

For more information visit:
logan.qld.gov.au/dontrushtoflush

These vouchers can be used to dispose of your domestic waste at Council's waste and recycling facilities.

You have 4 digital waste vouchers to use, and they all expire on 31 July 2026. Our waste voucher transaction recording system will track how many, when and where waste vouchers have been used.

Recycling at Council's facilities

The following items are accepted at no charge as they can be recycled or reused. They are collected separately inside the waste and recycling facilities. Please follow the directions of site staff to drop off your items.

- > Cardboard and paper
- > Glass (bottles and jars only)
- > PET and HDPE plastics
- > Household and vehicle batteries (excluding electrical vehicle (EV) batteries)
- > Fluorescent tubes (residents and ratepayers only)
- > White goods
- > Metals
- > Mobiles, televisions, computers and accessories
- > Paint up to a maximum of 100 litres based on container size
- > Empty 9 kilograms or smaller BBQ gas bottles
- > Cooking oil and motor oil (up to 25 litres)
- > Empty motor oil containers

For a more detailed list of items we accept at our centres visit:

➤ lccqld.com/sort-it

Council's waste and recycling facilities

 **Open from 7:00 am to 5:30 pm**

Every day of the year (excluding some public holidays)

Beenleigh Waste and Recycling Facility

 15 Wuraga Road, (Cnr Beenleigh-Beaudesert Road), Beenleigh

Browns Plains Waste and Recycling Facility

 41 Recycle Way, Heritage Park (off Bayliss Road)

Carbrook Waste and Recycling Facility

 1801 Mount Cotton Rd, Cornubia

Greenbank Waste and Recycling Facility

 124-142 Pub Lane, (Corner of Equestrian Drive), Greenbank

Logan Village Waste and Recycling Facility

 1406-1432 Waterford-Tamborine Road, Logan Village

For more information on waste and recycling in Logan:

 07 3412 3412

 council@logan.qld.gov.au

 logan.qld.gov.au/waste-and-recycling

Keep our city beautiful

Illegal dumping may incur significant fines. Report it.

 07 3412 3412  logan.qld.gov.au/illegal-dumping

Your waste vouchers are paperless!



Your waste vouchers are being provided to you in a digital format. Waste vouchers will not be mailed to you.

Digital vouchers not only reduce waste but it also means you'll never lose your vouchers again!

There's no need to install an App, you can save the vouchers on your smart device or print them straight from our website.

Existing users

If you used digital waste vouchers last year, scan the QR code or go to logan.qld.gov.au/getvouchers and sign in to access your vouchers.

For more information:

 07 3412 3412  logan.qld.gov.au/digital-waste-vouchers

New users

Follow these simple steps to access your digital waste vouchers now, ready for your next visit:

1. On your smart device, scan the QR code or go to logan.qld.gov.au/getvouchers
2. Register as a new user and sign in.
3. Enter your property address and rate assessment number.
4. Your vouchers will be available to view on your smart device. You can also download and save the vouchers on your smart device.
5. Use your digital vouchers at our waste and recycling facilities, just present the voucher on your smart device.

TERMS AND CONDITIONS: 1. Each voucher entitles the Logan resident or ratepayer to dispose of one load of domestic waste up to a maximum Waste Large in size or value and in a vehicle 4.5 tonne GVM or less; 2. Waste Large means up to 2 cubic metres. For example, a load up to an overfull trailer, overfull utility tray, full commercial van, full utility with full trailer; 3. The voucher cannot be used for commercial waste. Commercial Waste means any type of waste that has been generated by or taken from any premises as part of a service that has been undertaken for fee or reward, regardless of whether the person delivering that waste to the transfer station is a Logan resident or not; 4. Voucher must be presented at time of disposal; 5. Vouchers cannot be redeemed or used for payment of any other Council account; 6. Not for resale; 7. Disposal of dead animals, asbestos, tyres and other hazardous waste is excluded; 8. Different Council waste facilities have different waste acceptance criteria and fees. Customers should check the acceptance criteria and fees of the waste facility before visiting at: logan.qld.gov.au/waste/disposal-fees; 9. Landlords can give vouchers to tenants, otherwise vouchers are not transferable; 10. Commercial operators cannot use a voucher on behalf of a Logan resident or ratepayer.

*The above image is for EXAMPLE PURPOSES ONLY.

Do not present this flyer at Council's waste and recycling facilities. Please follow the instructions to access your digital waste vouchers.

Rate Notice

July - September 2025

Logan City Council ABN 21 627 796 435



166389/X/021951

H1

D-038

A S Lincoln and B E Mason
6 Van Dieman Cres
SPRINGWOOD QLD 4127

Assessment number 11020737

Billing period 01 Jul 2025 - 30 Sep 2025

Issue date 21 Jul 2025

Due date 22 Aug 2025

Amount due \$1,037.46

Interest of 12.12% pa compounding daily is charged on overdue rates and charges.

Property location	Lot on plan	Rating category	Rateable value
21/17-27 Mulgrave Road, MARSDEN QLD 4132	Lot 21 SP 258153	Residential (Non-Owner-Occupied)	\$52,691

Access the rates portal!

Log in to the portal to view your balance, payment history, and past rate notices. Please visit the link or scan the QR code below.

Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.



logan.qld.gov.au/rates

Summary of charges

Payments received after 3 July 2025 may not be included below.

Balance as of 3 July 2025	\$	0.00
Council rates and charges	\$	641.08
State government charges	\$	62.90
Water and wastewater (sewerage) charges This total consists of services and usage charges, refer to page 3	\$	333.48
Amount payable if paid by 22 Aug 2025	\$	1,037.46

See over the page for a breakdown and more payment options

This notice is registered to receive rates electronically. A printed version will not be posted.

Payment online	Payment by Bpay	Payment by phone	Payment at Australia Post
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Use your credit or debit card to pay 24 hours, 7 days per week

Ref No:1102 0737

logan.qld.gov.au/online-payment



Billers Code: 17392
Ref: 5 1102 0737

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

* Credit Card payments may incur a 0.34% surcharge.

Billers Code: 17392
Ref: 5 1102 0737

Phone 1300 276 468 or from overseas +61 1300 276 468

POST billpay™



*0459 11020737

Minimum payment \$50.00 unless the amount shown on the current rate notice is less.

Assessment number: 11020737		Period: 1 Jul 2025 to 30 Sep 2025		Issue date: 21 July 2025	
Breakdown of July to September 2025 rates and charges			Amount		Total
Council rates and charges					
General Rate - Residential (Non-Owner-Occupied)			\$	502.07	
Garbage Charge – Residential Waste & Recycling			\$	111.50	
Environmental Charge			\$	27.10	
Volunteer Fire Brigade Separate Charge			\$	0.41	\$ 641.08
State government charges					
State Emergency Levy Group 2			\$	62.90	\$ 62.90
Water and wastewater (sewerage) charges					
Water Service Charge - Res			\$	82.13	
Wastewater (Sewerage) Charge			\$	202.00	
Water Usage			\$	49.35	\$ 333.48
Total rates and charges for July to September 2025					\$ 1,037.46

The Queensland Government waste levy for general waste has **increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26**. The Queensland Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy on households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, including the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

Council contact details

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Rates enquiries: **07 3412 5230**

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Open: 8am–4.45pm Monday to Friday (AEST)

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Council offices are closed on public holidays

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Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



Direct debit

To arrange automatic payment from your bank account, visit logan.qld.gov.au/rates/payment-options. Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



In person

Logan City Council Administration Centre or Customer Service Centres

cash; cheque; money order; debit card; credit card



By mail

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Water and Wastewater Account Information



Distribution and retail charges for the period **01/07/2025 to 30/09/2025** have been totalled and are detailed below

Property location	Lot on plan
21/17-27 Mulgrave Road, MARSDEN QLD 4132	Lot 21 SP 258153

Local Government Distribution and Retail Charges

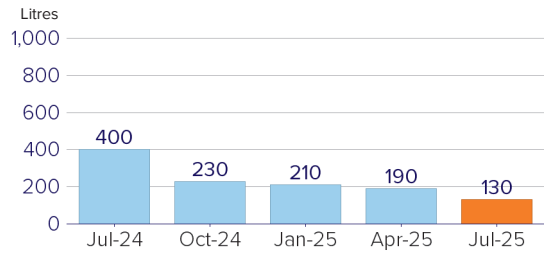
Water Service Charge - Res - amount charged to maintain the water network	\$	82.13
Wastewater (Sewerage) Charge - amount charged to maintain the wastewater network	\$	202.00
Water Usage	\$	49.35
	\$	333.48

Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kL)
23V005849	27 Feb 2025	96	21 May 2025	107	11	83	0.133
Council Water Usage Charge			11.00 @ 1.0428 per kL			\$	11.47
State Govt Bulk Water Charge			11.00 @ 3.4440 per kL			\$	37.88
						\$	49.35

Water usage detail (PLEASE NOTE: Meters that have zero usage during the period are not shown)

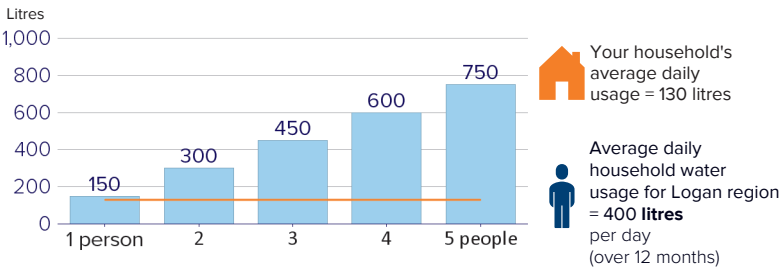
Your water usage comparison

Compare your average daily usage over time



1 kilolitre = 1,000 litres

Compare your current daily usage with others in the Logan region



Please refer to the RTA for advice on the charges that can be passed on to tenants. Visit: rta.qld.gov.au and search for 'Water charging fact sheet'.

You are using less water than the average Logan household, give yourself a pat on the back you're doing a great job! Check out our water saving tips on the next page to see how small changes can make a big difference.

How you can save water

If you're using more than the average household, try these waterwise tips.

With small changes in your habits, you'll save money and we'll all save water.

 Have shorter showers. Save 9 litres a min.	 Run the dishwasher only when full. Save 1,000s of litres a year.
 Fix a dripping tap. Save 50 litres a day.	 Turn off the tap when brushing your teeth. Save 5 litres a min.
 Use the half flush button on the toilet. Save 30 litres a day.	 Run the washing machine only with full loads. Save 1,000s of litres a year.
 Sweep your driveway rather than hose it down. Save 11 litres a min.	 Use a pressure cleaner to clean your car instead of a hose. Save 8 litres a min.
 Use a pool cover. Save 36,000 litres a year.	 Install a rainwater tank. Save 1000s of litres a year.

For more information visit:
logan.qld.gov.au/waterwise

Do you know what \$1 of water usage charges buys you?

Because we use water for so many things in our households, it can be hard sometimes to see exactly what our water bill buys us. You might be surprised to learn just how much water you get for around \$1, here are a few examples:



1,000
CUPS OF DRINKING WATER

OR



6x
4 MINUTE SHOWERS

OR



25
FULL DISHWASHER LOADS

OR



82
HALF FLUSHES OF THE TOILET

How to check for concealed water leaks

It's easy to check for concealed water leaks, and if your pipes are leaking you may be eligible for a reimbursement on your water usage costs.

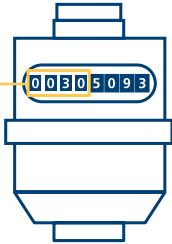
We repair water leaks from the water supply system to (and including) your water meter. You are responsible for repairs from your water meter to your property.

For more information visit:
logan.qld.gov.au/waterleaks

How to read your water meter

Locate your meter and read the **BLACK NUMBERS ONLY** as per the images shown.

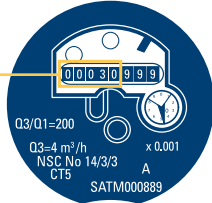
If your meter is this type, the reading would be **0030** kilolitres



If your meter is this type, the reading would be **0030** kilolitres



If your meter is this type, the reading would be **0030** kilolitres



Please make sure your water meter can be easily accessed by meter readers at all times.



Struggling to take a 4 minute shower?
Drop into your local library or nearest customer service centre to pick up a 4 minute shower timer. It's our gift to you to say thanks for working with us to better manage our precious water resources.

Don't rush to flush

Disposing the wrong items down toilets, sinks and wastewater pipes can result in homeowners incurring expensive plumbing bills to unblock wastewater pipes on their property.

Correct disposal also reduces unnecessary damage to our wastewater network and the environment.



Only flush toilet paper, pee and poo.
(No wet wipes, tissues or paper towels).



Only water should go down the sink.
(No cooking oil, grease or food scraps).



Take paint, fuel, engine oil and chemicals to Council's Waste and Recycling facility.
(Don't tip onto your grass).

For more information visit:
logan.qld.gov.au/dontrushtoflush

These vouchers can be used to dispose of your domestic waste at Council's waste and recycling facilities.

You have 4 digital waste vouchers to use, and they all expire on 31 July 2026. Our waste voucher transaction recording system will track how many, when and where waste vouchers have been used.

Recycling at Council's facilities

The following items are accepted at no charge as they can be recycled or reused. They are collected separately inside the waste and recycling facilities. Please follow the directions of site staff to drop off your items.

- Cardboard and paper
- Glass (bottles and jars only)
- PET and HDPE plastics
- Household and vehicle batteries (excluding electrical vehicle (EV) batteries)
- Fluorescent tubes (residents and ratepayers only)
- White goods
- Metals
- Mobiles, televisions, computers and accessories
- Paint up to a maximum of 100 litres based on container size
- Empty 9 kilograms or smaller BBQ gas bottles
- Cooking oil and motor oil (up to 25 litres)
- Empty motor oil containers

For a more detailed list of items we accept at our centres visit:

➤ lccqld.com/sort-it

Council's waste and recycling facilities

 **Open from 7:00 am to 5:30 pm**

Every day of the year (excluding some public holidays)

Beenleigh Waste and Recycling Facility

 15 Wuraga Road, (Cnr Beenleigh-Beaudesert Road), Beenleigh

Browns Plains Waste and Recycling Facility

 41 Recycle Way, Heritage Park (off Bayliss Road)

Carbrook Waste and Recycling Facility

 1801 Mount Cotton Rd, Cornubia

Greenbank Waste and Recycling Facility

 124-142 Pub Lane, (Corner of Equestrian Drive), Greenbank

Logan Village Waste and Recycling Facility

 1406-1432 Waterford-Tamborine Road, Logan Village

For more information on waste and recycling in Logan:

 07 3412 3412

 council@logan.qld.gov.au

 logan.qld.gov.au/waste-and-recycling

Keep our city beautiful

Illegal dumping may incur significant fines. Report it.

 07 3412 3412  logan.qld.gov.au/illegal-dumping

Your waste vouchers are paperless!



Your waste vouchers are being provided to you in a digital format. Waste vouchers will not be mailed to you.

Digital vouchers not only reduce waste but it also means you'll never lose your vouchers again!

There's no need to install an App, you can save the vouchers on your smart device or print them straight from our website.

Existing users

If you used digital waste vouchers last year, scan the QR code or go to logan.qld.gov.au/getvouchers and sign in to access your vouchers.

For more information:

 07 3412 3412  logan.qld.gov.au/digital-waste-vouchers

New users

Follow these simple steps to access your digital waste vouchers now, ready for your next visit:

1. On your smart device, scan the QR code or go to logan.qld.gov.au/getvouchers
2. Register as a new user and sign in.
3. Enter your property address and rate assessment number.
4. Your vouchers will be available to view on your smart device. You can also download and save the vouchers on your smart device.
5. Use your digital vouchers at our waste and recycling facilities, just present the voucher on your smart device.

TERMS AND CONDITIONS: 1. Each voucher entitles the Logan resident or ratepayer to dispose of one load of domestic waste up to a maximum Waste Large in size or value and in a vehicle 4.5 tonne GVM or less; 2. Waste Large means up to 2 cubic metres. For example, a load up to an overfull trailer, overfull utility tray, full commercial van, full utility with full trailer; 3. The voucher cannot be used for commercial waste. Commercial Waste means any type of waste that has been generated by or taken from any premises as part of a service that has been undertaken for fee or reward, regardless of whether the person delivering that waste to the transfer station is a Logan resident or not; 4. Voucher must be presented at time of disposal; 5. Vouchers cannot be redeemed or used for payment of any other Council account; 6. Not for resale; 7. Disposal of dead animals, asbestos, tyres and other hazardous waste is excluded; 8. Different Council waste facilities have different waste acceptance criteria and fees. Customers should check the acceptance criteria and fees of the waste facility before visiting at: logan.qld.gov.au/waste/disposal-fees; 9. Landlords can give vouchers to tenants, otherwise vouchers are not transferable; 10. Commercial operators cannot use a voucher on behalf of a Logan resident or ratepayer.

*The above image is for EXAMPLE PURPOSES ONLY.

Do not present this flyer at Council's waste and recycling facilities. Please follow the instructions to access your digital waste vouchers.

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

1. Pool safety certificate number

Identification number:

PSC0256699

2. Location of the swimming pool

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

Street address:

17 MULGRAVE RD

MARSDEN QLD

Postcode

Lot and plan details:

9999/SP/258153

Local government area:

LOGAN CITY

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool

☒

Non-shared pool

☐

Number of pools

1

5. Pool safety certificate validity

Effective date:

1 9 / 0 6 / 2 0 2 5

Expiry date:

1 9 / 0 6 / 2 0 2 6

6. Certification

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

Name:

Mark Andrew FILDES

Pool safety inspector
licence number:

PS100728

Signature:

Other important information that could help save a young child's life

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

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

Privacy statement

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

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

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



BYDA

Sequence: 261843703
Date: 29/09/2025
Scale: 1:500
Title No: **OVERVIEW**

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



AS5488 Category "D" Plan



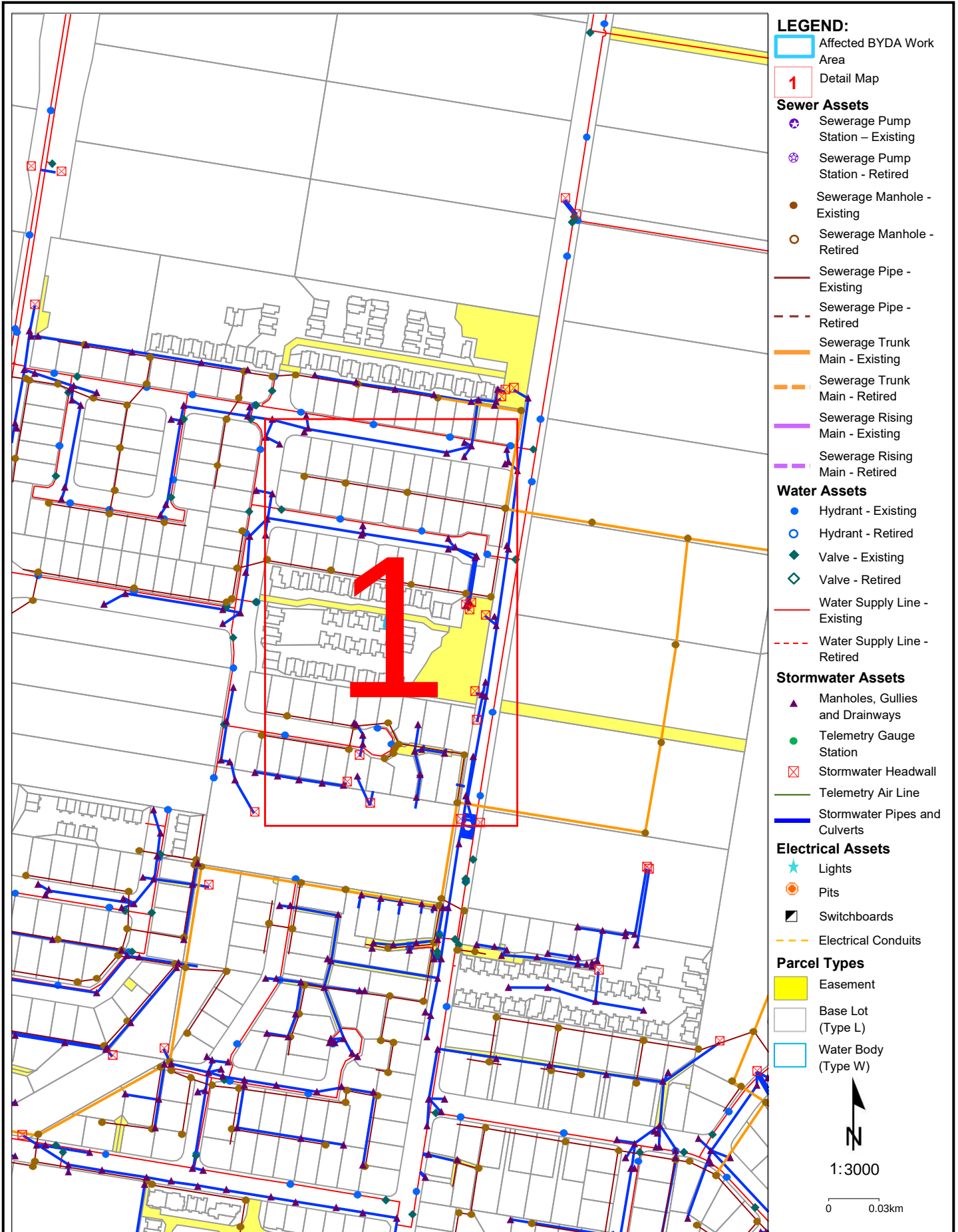
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information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



Overview Map

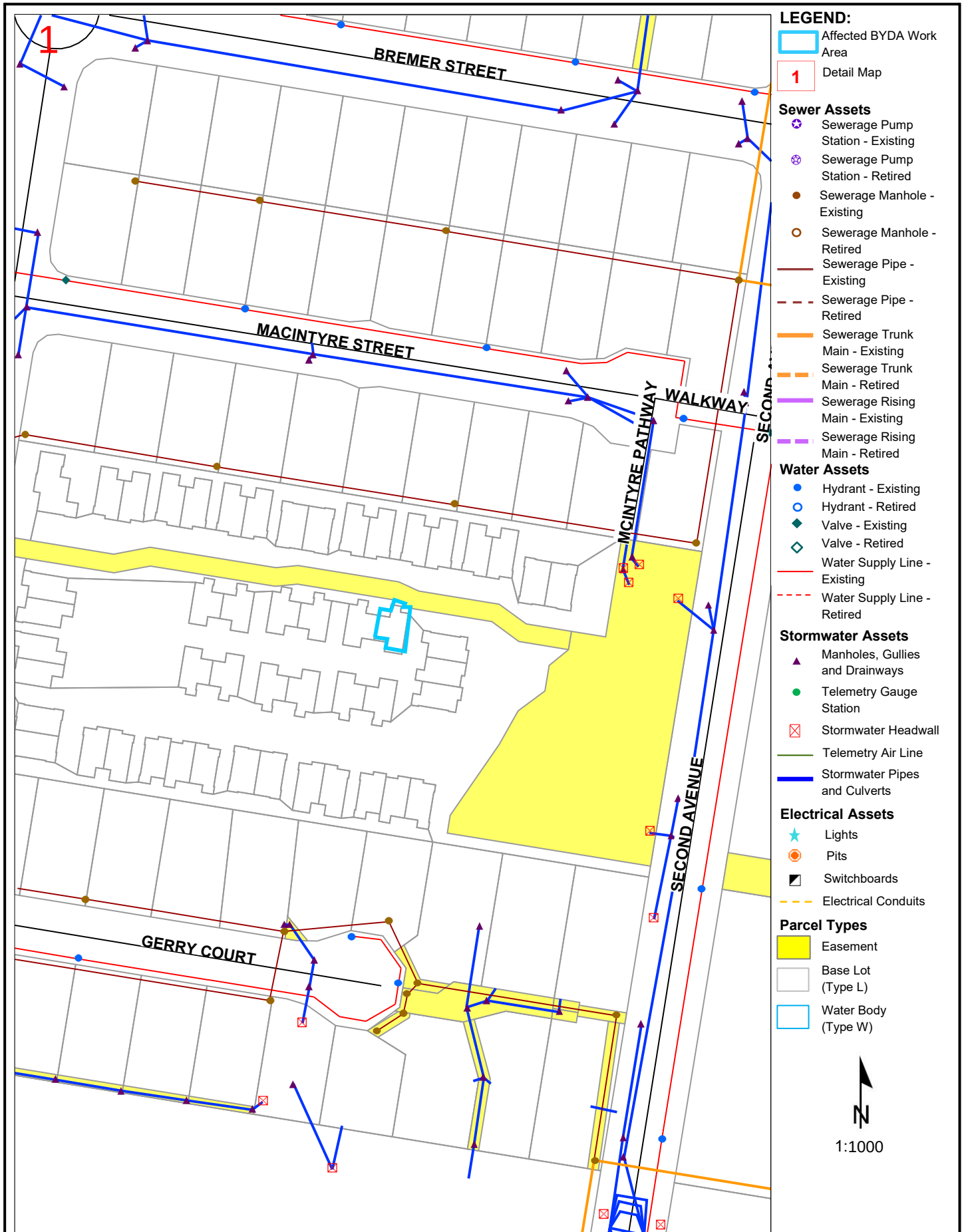
Sequence No: 261843702

17-27MULGRAVE RD Marsden



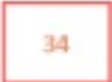
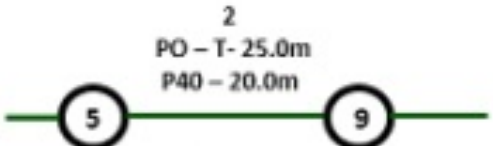
Disclaimer: The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as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

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



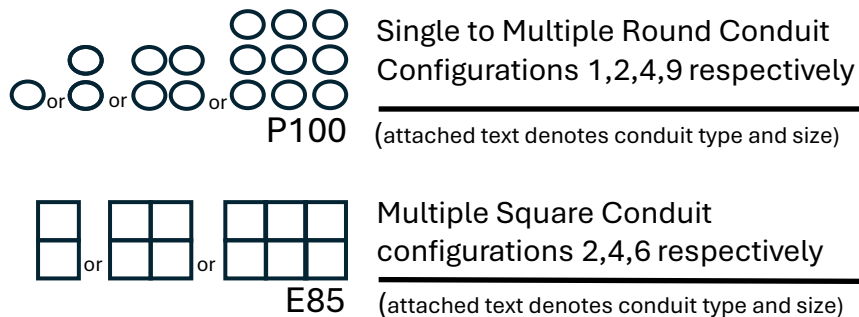
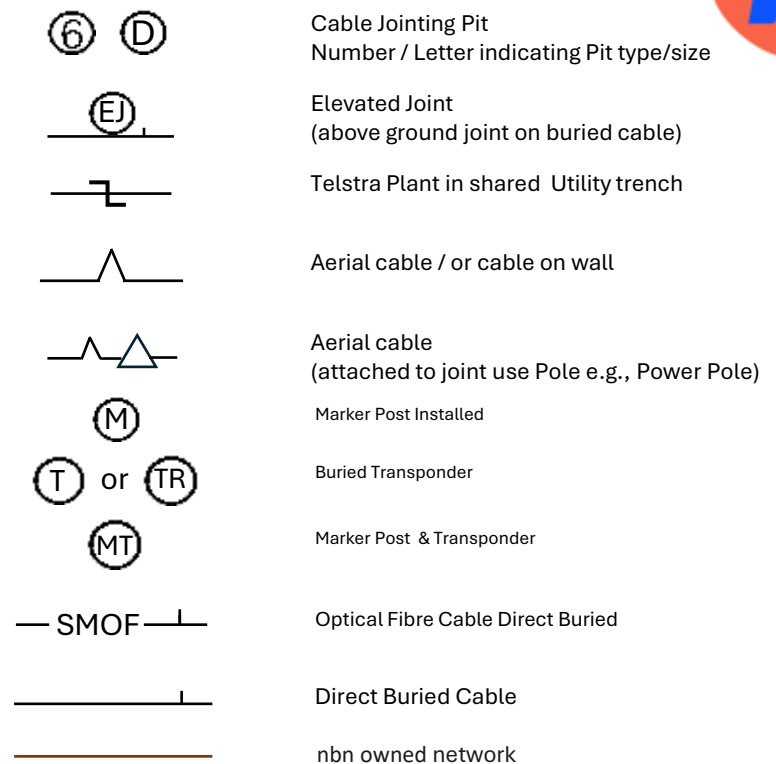
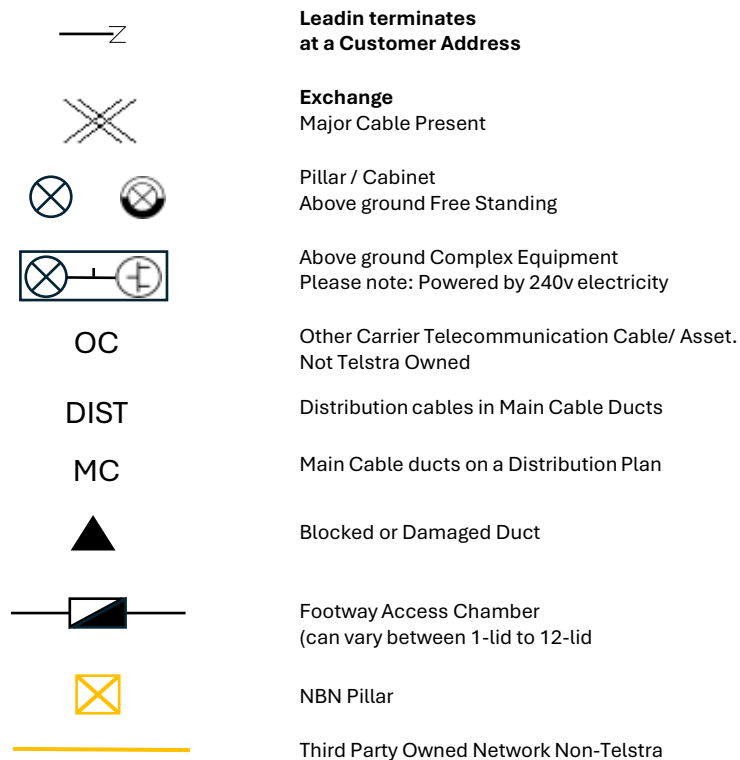
Disclaimer: The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as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

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

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

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

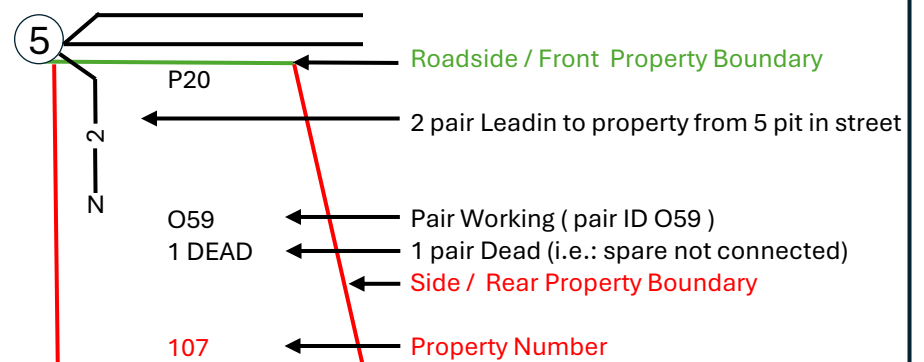
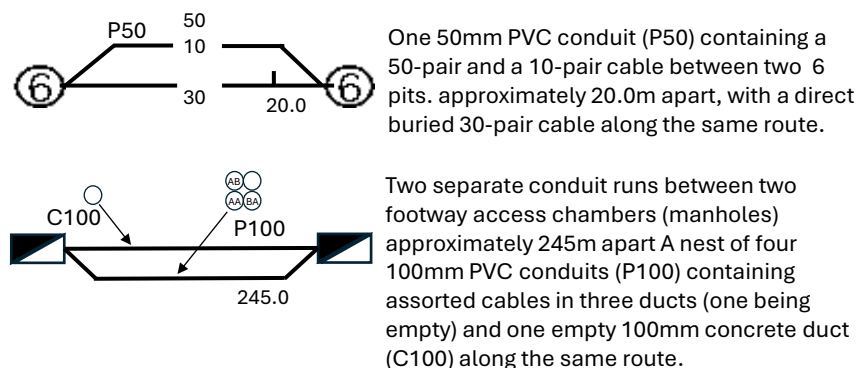
LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete,
GI - Galvanised Iron, E - Earthenware
Conduit sizes nominally range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

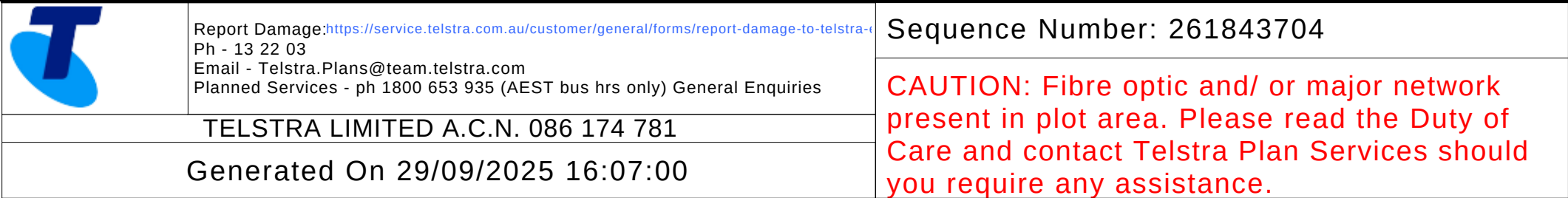
Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

Generated On 29/09/2025 16:06:58

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.
Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.
Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.
Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.
A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.
Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.
Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.
Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.
A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



General Information

Before you Dig Australia – BEST PRACTISE GUIDES
<https://www.byda.com.au/before-you-dig/best-practice-guides/>

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.
(Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).
[Email](#)
Telstra Protection & Relocation Fact Sheet: [Link](#)
Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)
1800 047 909

Protect our Network:

by maintaining the following distances from our assets:

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

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or
Telstra Location Intelligence Team 1800 653 935

STATUTORY ENCUMBRANCE REPORT

Property: UNIT 21 17-27 MULGRAVE RD, MARSDEN QLD 4132

This report details statutory encumbrances identified as impacting the above-referenced property.

1. ENERGEX

Existing main cable infrastructure is present within the road reserve abutting the Subject Property on MACINTYRE STREET and MCINTYRE PATHWAY. Existing feeder and supply cables are present within the road reserve abutting the Subject Property on MACINTYRE STREET and MCINTYRE PATHWAY. Numerous electrical distribution pillars, cable pits, and markers (including P2087956, U1825751, P2087955) are installed in the adjacent public thoroughfare and pavement area necessary for the supply of electricity to the locality. A significant boundary defining a Planned Work Area is recorded across the Subject Property area, indicating a right of access for future works, maintenance, and expansion of the network.

2. LOGAN CITY COUNCIL

Existing Sewerage Pipes and associated Manholes are recorded traversing the Subject Property, serving the internal lots. These assets require statutory clearance for maintenance and repair. Existing Water Supply Lines are recorded within the Subject Property, including multiple associated control Valves and Hydrants required for the supply and maintenance of potable water. Existing Stormwater Pipes and Culverts, including associated Manholes, Gullies, and Drainways, are recorded for the management of surface water runoff within and around the Subject Property.

3. TELSTRA LIMITED

Main feeder cables and distribution lines are present within conduits (including P100 and P50 specifications) and pits located in the road reserves bounding the Subject Property, including MULGRAVE ROAD, MACINTYRE STREET, and SECOND AVENUE. CAUTION is recorded indicating the presence of Fibre Optic and/or major network assets within the plot area, necessitating compliance with statutory requirements for protection and access.

4. NBN Co Limited

Extensive distribution cables and conduits, typically represented by Fibre networks, are recorded traversing and servicing the various dwelling units within the bounds of the Subject Property, necessitating statutory access rights for installation, maintenance, and repair of the national broadband network.

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

NEW COMMUNITY MANAGEMENT STATEMENT

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST AND

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

44747

CMS LABEL NUMBER

- | | |
|--|--|
| 1. Name (including number) of CTS
MULGRAVE GARDENS COMMUNITY TITLES SCHEME
44747 | 2. Regulation module
ACCOMMODATION |
| 3. Name of body corporate
BODY CORPORATE FOR MULGRAVE GARDENS COMMUNITY TITLES SCHEME 44747 | |
| 4. Scheme Land
Lot on Plan Description
COMMON PROPERTY FOR MULGRAVE GARDENS
COMMUNITY TITLES SCHEME 44747 | Title Reference
50914772 |
| 5. Name and address of original owner
NOT APPLICABLE | 6. Reference to plan lodged with this statement (if applicable)
NOT APPLICABLE |
| 7. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
NOT APPLICABLE PURSUANT TO SECTION 60(6) OF THE BODY CORPORATE AND COMMUNITY
MANAGEMENT ACT 1997 | |

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

8. **Consent of body corporate**

See Form 20 – BCCM Execution

Privacy Statement

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

QUEENSLAND TITLES REGISTRY
Body Corporate and Community
Management Act 1997, Land Title Act 1994,
Land Act 1994, Acquisition of Land Act 1967

BCCM EXECUTION / RELEVANT CERTIFICATE

FORM 20 Version 2
Page 3 of 32
60

1. Community Titles Scheme (CTS) Name	CTS Number
MULGRAVE GARDENS	44747
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
ACCOMMODATION	NEW COMMUNITY MANAGEMENT STATEMENT

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

Signature		Signature	
Signer Name	Man Kit Yeung	Signer Name	PANG KA CHUN
Signer Authority	Secretary	Signer Authority	Committee Member
Entity (if applicable)		Entity (if applicable)	
Execution Date	4 Dec 2024	Execution Date	1 Dec 2024

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

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE**

Title Reference [50914772]

4.	Scheme land Description of Lot	County	Parish	Title Reference
	LOT 1 SP 258153	STANLEY	MACKENZIE	50914773
	LOT 2 SP 258153	STANLEY	MACKENZIE	50914774
	LOT 3 SP 258153	STANLEY	MACKENZIE	50914775
	LOT 4 SP 258153	STANLEY	MACKENZIE	50914776
	LOT 5 SP 258153	STANLEY	MACKENZIE	50914777
	LOT 6 SP 258153	STANLEY	MACKENZIE	50914778
	LOT 7 SP 258153	STANLEY	MACKENZIE	50914779
	LOT 8 SP 258153	STANLEY	MACKENZIE	50914780
	LOT 9 SP 258153	STANLEY	MACKENZIE	50914781
	LOT 10 SP 258153	STANLEY	MACKENZIE	50914782
	LOT 11 SP 258153	STANLEY	MACKENZIE	50914783
	LOT 12 SP 258153	STANLEY	MACKENZIE	50914784
	LOT 13 SP 258153	STANLEY	MACKENZIE	50914785
	LOT 14 SP 258153	STANLEY	MACKENZIE	50914786
	LOT 15 SP 258153	STANLEY	MACKENZIE	50914787
	LOT 16 SP 258153	STANLEY	MACKENZIE	50914788
	LOT 17 SP 258153	STANLEY	MACKENZIE	50914789
	LOT 18 SP 258153	STANLEY	MACKENZIE	50914790
	LOT 19 SP 258153	STANLEY	MACKENZIE	50914791
	LOT 20 SP 258153	STANLEY	MACKENZIE	50914792
	LOT 21 SP 258153	STANLEY	MACKENZIE	50914793
	LOT 22 SP 258153	STANLEY	MACKENZIE	50914794
	LOT 23 SP 258153	STANLEY	MACKENZIE	50914795
	LOT 24 SP 258153	STANLEY	MACKENZIE	50914796
	LOT 25 SP 258153	STANLEY	MACKENZIE	50914797
	LOT 26 SP 258153	STANLEY	MACKENZIE	50914798
	LOT 27 SP 258153	STANLEY	MACKENZIE	50914799
	LOT 28 SP 258153	STANLEY	MACKENZIE	50914800
	LOT 29 SP 258153	STANLEY	MACKENZIE	50914801
	LOT 30 SP 258153	STANLEY	MACKENZIE	50914802
	LOT 31 SP 258153	STANLEY	MACKENZIE	50914803
	LOT 32 SP 258153	STANLEY	MACKENZIE	50914804
	LOT 33 SP 258153	STANLEY	MACKENZIE	50914805
	LOT 34 SP 258153	STANLEY	MACKENZIE	50914806
	LOT 35 SP 258153	STANLEY	MACKENZIE	50914807
	LOT 36 SP 258153	STANLEY	MACKENZIE	50914808
	LOT 37 SP 258153	STANLEY	MACKENZIE	50914809
	LOT 38 SP 258153	STANLEY	MACKENZIE	50914810
	LOT 39 SP 258153	STANLEY	MACKENZIE	50914811
	LOT 40 SP 258153	STANLEY	MACKENZIE	50914812
	LOT 41 SP 258153	STANLEY	MACKENZIE	50914813
	LOT 42 SP 258153	STANLEY	MACKENZIE	50914814
	LOT 43 SP 258153	STANLEY	MACKENZIE	50914815
	LOT 44 SP 258153	STANLEY	MACKENZIE	50914816
	LOT 45 SP 258153	STANLEY	MACKENZIE	50914817
	LOT 46 SP 258153	STANLEY	MACKENZIE	50914818
	LOT 47 SP 258153	STANLEY	MACKENZIE	50914819
	LOT 48 SP 258153	STANLEY	MACKENZIE	50914820
	LOT 49 SP 258153	STANLEY	MACKENZIE	50914821
	LOT 50 SP 258153	STANLEY	MACKENZIE	50914822
	LOT 51 SP 259288	STANLEY	MACKENZIE	50955238
	LOT 52 SP 259288	STANLEY	MACKENZIE	50955239
	LOT 53 SP 259288	STANLEY	MACKENZIE	50955240

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE**

Title Reference [50914772]

LOT 54 SP 259288	STANLEY	MACKENZIE	50955241
LOT 55 SP 259288	STANLEY	MACKENZIE	50955242
LOT 56 SP 259288	STANLEY	MACKENZIE	50955243
LOT 57 SP 259288	STANLEY	MACKENZIE	50955244
LOT 58 SP 259288	STANLEY	MACKENZIE	50955245
LOT 59 SP 259288	STANLEY	MACKENZIE	50955246
LOT 60 SP 259288	STANLEY	MACKENZIE	50955247
LOT 61 SP 259288	STANLEY	MACKENZIE	50955248
LOT 62 SP 259288	STANLEY	MACKENZIE	50955249
LOT 63 SP 259288	STANLEY	MACKENZIE	50955250
LOT 64 SP 259288	STANLEY	MACKENZIE	50955251
LOT 65 SP 259288	STANLEY	MACKENZIE	50955252
LOT 66 SP 259288	STANLEY	MACKENZIE	50955253
LOT 67 SP 259288	STANLEY	MACKENZIE	50955254
LOT 68 SP 259288	STANLEY	MACKENZIE	50955255
LOT 69 SP 259288	STANLEY	MACKENZIE	50955256
LOT 70 SP 259288	STANLEY	MACKENZIE	50955257
LOT 71 SP 259288	STANLEY	MACKENZIE	50955258
LOT 72 SP 259288	STANLEY	MACKENZIE	50955259
LOT 73 SP 259288	STANLEY	MACKENZIE	50955260
LOT 74 SP 259288	STANLEY	MACKENZIE	50955261
LOT 75 SP 259288	STANLEY	MACKENZIE	50955262
LOT 76 SP 259288	STANLEY	MACKENZIE	50955263
LOT 77 SP 259288	STANLEY	MACKENZIE	50955264
LOT 78 SP 259288	STANLEY	MACKENZIE	50955265
LOT 79 SP 259288	STANLEY	MACKENZIE	50955266
LOT 80 SP 259288	STANLEY	MACKENZIE	50955267
LOT 81 SP 259288	STANLEY	MACKENZIE	50955268
LOT 82 SP 259288	STANLEY	MACKENZIE	50955269
LOT 83 SP 259288	STANLEY	MACKENZIE	50955270
LOT 84 SP 259288	STANLEY	MACKENZIE	50955271
LOT 85 SP 259288	STANLEY	MACKENZIE	50955272
LOT 86 SP 259288	STANLEY	MACKENZIE	50955273
LOT 87 SP 259288	STANLEY	MACKENZIE	50955274
LOT 88 SP 259288	STANLEY	MACKENZIE	50955275
LOT 89 SP 259288	STANLEY	MACKENZIE	50955276
LOT 90 SP 259288	STANLEY	MACKENZIE	50955277
LOT 91 SP 259288	STANLEY	MACKENZIE	50955278
LOT 92 SP 259288	STANLEY	MACKENZIE	50955279
LOT 93 SP 259288	STANLEY	MACKENZIE	50955280
LOT 94 SP 259288	STANLEY	MACKENZIE	50955281
LOT 95 SP 259288	STANLEY	MACKENZIE	50955282
LOT 96 SP 259288	STANLEY	MACKENZIE	50955283
LOT 97 SP 259288	STANLEY	MACKENZIE	50955284
LOT 98 SP 259288	STANLEY	MACKENZIE	50955285
LOT 99 SP 259288	STANLEY	MACKENZIE	50955286
LOT 100 SP 259288	STANLEY	MACKENZIE	50955287
LOT 101 SP 259288	STANLEY	MACKENZIE	50955288
LOT 102 SP 259288	STANLEY	MACKENZIE	50955289
LOT 103 SP 259288	STANLEY	MACKENZIE	50955290
LOT 104 SP 259288	STANLEY	MACKENZIE	50955291
LOT 105 SP 259288	STANLEY	MACKENZIE	50955292
LOT 106 SP 259288	STANLEY	MACKENZIE	50955293
LOT 107 SP 259288	STANLEY	MACKENZIE	50955294

Title Reference [50914772]

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 ON SP258153	10	154
2 ON SP258153	10	94
3 ON SP258153	10	94
4 ON SP258153	10	94
5 ON SP258153	10	94
6 ON SP258153	10	94
7 ON SP258153	10	94
8 ON SP258153	10	106
9 ON SP258153	10	106
10 ON SP258153	10	94
11 ON SP258153	10	94
12 ON SP258153	10	94
13 ON SP258153	10	94
14 ON SP258153	10	94
15 ON SP258153	10	94
16 ON SP258153	10	106
17 ON SP258153	10	106
18 ON SP258153	10	94
19 ON SP258153	10	94
20 ON SP258153	10	94
21 ON SP258153	10	84
22 ON SP258153	10	84
23 ON SP258153	10	84
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26 ON SP258153	10	84
27 ON SP258153	10	84
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29 ON SP258153	10	84
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31 ON SP258153	10	84
32 ON SP258153	10	84
33 ON SP258153	10	94
34 ON SP258153	10	94
35 ON SP258153	10	94
36 ON SP258153	10	94
36 ON SP258153	10	94
37 ON SP258153	10	94
38 ON SP258153	10	106
39 ON SP258153	10	106
40 ON SP258153	10	94
41 ON SP258153	10	94
42 ON SP258153	10	94
43 ON SP258153	10	94
44 ON SP258153	10	94
45 ON SP258153	10	106
46 ON SP258153	10	106

Title Reference [50914772]

Lot on Plan	Contribution	Interest
47 ON SP258153	10	109
48 ON SP258153	10	109
49 ON SP258153	10	109
50 ON SP258153	10	109
51 ON SP259288	10	94
52 ON SP259288	10	94
53 ON SP259288	10	106
54 ON SP259288	10	106
55 ON SP259288	10	94
56 ON SP259288	10	94
57 ON SP259288	10	94
58 ON SP259288	10	94
59 ON SP259288	10	97
60 ON SP259288	10	97
61 ON SP259288	10	93
62 ON SP259288	10	94
63 ON SP259288	10	94
64 ON SP259288	10	106
65 ON SP259288	10	106
66 ON SP259288	10	94
67 ON SP259288	10	94
68 ON SP259288	10	94
69 ON SP259288	10	94
70 ON SP259288	10	93
71 ON SP259288	10	94
72 ON SP259288	10	94
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77 ON SP259288	10	93
78 ON SP259288	10	94
79 ON SP259288	10	94
80 ON SP259288	10	94
81 ON SP259288	10	94
82 ON SP259288	10	94
83 ON SP259288	10	97
84 ON SP259288	10	97
85 ON SP259288	10	94
86 ON SP259288	10	94
87 ON SP259288	10	94
88 ON SP259288	10	94
89 ON SP259288	10	106
90 ON SP259288	10	106
91 ON SP259288	10	93
92 ON SP259288	10	94
93 ON SP259288	10	94
94 ON SP259288	10	94
95 ON SP259288	10	94
96 ON SP259288	10	94
97 ON SP259288	10	94
98 ON SP259288	10	94

Title Reference [50914772]

Lot on Plan	Contribution	Interest
99 ON SP259288	10	94
100 ON SP259288	10	94
101 ON SP259288	10	94
102 ON SP259288	10	94
103 ON SP259288	10	94
104 ON SP259288	10	106
105 ON SP259288	10	106
106 ON SP259288	10	94
107 ON SP259288	10	94
TOTALS	1070	10256

Principles for deciding the contribution schedule lot entitlements

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

Principles for deciding the interest schedule lot entitlements

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

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

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66 (F) and (G) of Body Corporate and Community Title Act 1997 are not applicable.

SCHEDULE C	BY-LAWS
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- Compliance by Tenants.** The duties and obligations imposed by these By-Laws on an owner of a lot shall be observed not only by the owner but by the owner's tenants, guests, servants, employees, agents, children, invitees and licensees.
- The owner of a lot shall not use or occupy a lot for purposes other than for residential purposes only and not for any trade or business save for that lot (if applicable) as nominated by the service contractor or letting agent for the Scheme and which service contractor or letting agent may use or occupy their nominated lot (if applicable) to conduct the business and duties of a service contractor and letting agent as provided in the terms of the agreement entered into in writing with the Body Corporate.
- Noise.** The owner of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
- Vehicles.**
 - The owner of a lot must not, without the Body Corporate's written approval:
 - park a vehicle or allow a vehicle to stand on the common property; or
 - permit an invitee to park a vehicle or allow a vehicle to stand on the common property other than in the designated visitor car park, which must remain available at all times for the sole use of visitors vehicles;
 - An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.

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- 4.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 4.4 Visitor's vehicles can only be parked in the visitor car park for a maximum period of six hours per day.
- 4.5 The Body Corporate may, at its discretion, have any vehicle that is parked in a manner that is inconsistent with these by-laws, removed from the common property at the vehicle owner's expense. Vehicles will only be towed by an authorised contract in compliance with the Tow Truck Act 1973.
- 4.6 Vehicles which are unregistered or with visible parts missing, or un-roadworthy are not allowed on common property.
- 4.7 Large or commercial trucks, caravans, boats or trailers are not allowed on common property, except for purposes of delivery and removal from a lot.
5. **Obstruction.** The owner of a lot must not obstruct the lawful use of the common property by someone else.
6. **Damage to Lawns etc.**
 - 6.1 The owner of a lot must not, without the Body Corporate's written approval:
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
 - 6.2 An approval under subsection (1) must state the period for which it is given.
 - 6.3 However, the Body Corporate may cancel the approval by giving 7 days' written notice to the owner.
7. **Damage to Common Property**
 - 7.1 An owner of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
 - 7.2 However, an owner may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
 - 7.3 The owner of a lot must keep a device installed under subsection (2) in good order and repair.
8. **Behaviour of Invitees.** An owner of a lot must take reasonable steps to ensure that the owner's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.
9. **Leaving of Rubbish etc. on the Common Property.** The owner of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.
10. **Appearance of Lot.** The owner of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
 - 10.1 The owner of a lot must not, without the Body Corporate's written approval:
 - (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property or from outside the scheme land; or
 - (b) display a sign advertisement, placard banner, pamphlet or similar article if the article is visible from another lot or the common property or from outside the scheme land. However the service contractor and letting agent may display signs for letting purposes.
 - 10.2 This section does not apply to a lot created under a standard format plan of subdivision.
 - 10.3 Externally mounted air-conditioning or mechanical plant installations are to be in accordance with the following requirements:-

Title Reference [50914772]

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

11. Storage of Flammable Materials

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

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

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

13. Keeping of Animals

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

14. Display Unit. The original proprietor may until all lots in the Community Titles Scheme have been sold open and maintain a display unit within the buildings and erect on the common property such signs and display notices as it considers appropriate to assist in the marketing of the lots.

15. Swimming Pool. The swimming pool shall not be used between the hours of 7.00pm and 8.00am each day except with the consent in writing of the committee or the manager. The following rules shall apply to the swimming pool and swimming pool enclosure:

- 15.1 No running around the swimming pool, no diving or dive bombing into the swimming pool;
- 15.2 Children 12 years or under must be accompanied by a responsible adult 18 years of age or older;
- 15.3 Glass containers shall not be permitted in or about the swimming pool and enclosure;
- 15.4 No unnecessary noise;
- 15.5 Pets and animals are not permitted into the swimming pool or enclosure;

Title Reference [50914772]

- 15.6 Alcoholic beverages shall not be consumed in the swimming pool or pool enclosure;
- 15.7 No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons;
- 15.8 No objects are permitted that may cause an inconvenience or nuisance to other persons using the pool.
- 15.9 Visitors must be accompanied by a residence at all times.
- 15.10 The communal 'pool' and amenities are not to be included in any exclusive use area.
16. **By-Laws to be exhibited.** A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.
17. **Complaints or Applications.** All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.
18. **Pay Television.** The owner may allow a person approved by the Body Corporate to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owner to connect to cable and or satellite television. The Body Corporate is authorised to enter into agreements about the subject matter of this By-Law. The scale and size of satellite dishes is subject to the written approval of the Body Corporate.
19. **Recovery of Money Spent.** Where the Body Corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
20. **Ground Maintenance.** The Body Corporate is appointed agent of the owners to effect the mowing and edging of all lawns on the parcel and gardens on common property, excluding mowing, weeding, watering and fertilising lawns and gardens in the private lots. Owners must ensure that gardens and lawns in private lots are maintained to a standard equivalent to those on the common property and that lawns are regularly mowed, weeded, watered and fertilised at their own expense.

Should an owner fail to properly maintain his lot, the Body Corporate is empowered to have the necessary maintenance carried out and the costs involved shall be due and payable by the owner of the lot within fourteen (14) days from the date the maintenance is carried out.
21. **Use of Barbecue Area.** All owners may use the entertainment/barbecue facilities constructed on the Common Property subject to the following rules which shall, where appropriate, apply to all guests or invitees of the owners:
 - 21.1 No use shall be made of the entertainment/barbecue areas which involves damage, inconvenience or nuisance to any owner or invitee nor which causes damage to the surface, fixtures or fittings of the entertainment/barbecue areas and after use the barbecue (if fitted) and area shall be left clean and dry.
 - 21.2 The entertainment/barbecue area shall not be used by a guest or invitee unless accompanied by the host owner.
 - 21.3 That no use is made of the entertainment/barbecue area between the hours of 9.00pm and 8.00am.
 - 21.4 The Committee of the Body Corporate may make rules with respect to the use of the entertainment/barbecue area that are not inconsistent with these By-Laws.

22. Vehicles/Roadways

- 22.1 Speed limit on internal roadways is 5kph (walking pace). All public road rules apply.
- 22.2 Vehicles must not be parked on internal roadways at any time. Guests must park in the designated visitor parking spaces.
- 22.3 Garage driveways must be kept clean of oil and grease.
- 22.4 Driveways are not to be used to undertake mechanical repairs to vehicles.

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- 22.5 A minimum of 33 unallocated car spaces are to be available for visitors to the site that are not included within any "exclusive use" area on the site.
- 22.6 Visitor car bays are not to be fitted with a roller door, gate or similar device preventing access to visitor car bays.
- 22.7 Unregistered, non roadworthy or vehicles with parts missing are not allowed to stand on driveways or other common areas.
23. **Children Playing on Common Property.** An owner of a lot shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that said children:
- 23.1 Do not play on the common roadways and visitor parking areas without the personal supervision of the owner;
- 23.2 Do not ride skateboards, skates, go-carts, bicycles or other similar apparatus at any time;
- 23.3 Do not play in any common areas after dark.
24. **Gates.** No gates shall be installed to the vehicular entrance to the common property at any time.
25. **Balconies and Terraces.** All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those clearly depicted on the approved drawings.
26. **Gymnasium.** The gymnasium (gym) is for the use of owners only and is not to be used by non-residents. An owner may use the gym by firstly obtaining a key and paying the requisite deposit of \$20.00 (if requested) from the buildings manager. The gym may be used between the hours of 6.00am and 9.00pm daily. The owner will ensure that no person under the age of 18 years unless supervised by an owner at all times may use the gym and the owner will not release the key to any other person or admit any person to the gym during the owner's use of the gym. The owner will ensure the gym is left locked immediately after use. Each owner recognises and acknowledges that the gym is not supervised and accordingly will use the gym and its facilities at the sole risk of the owner.

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

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

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

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

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

Lights, fans and any air conditioners are to be turned off and gym locked after use.

27. **Exclusive Use.** The owners of the lots identified in Schedule E are entitled to exclusive use of the areas allocated and for the purposes described therein and the owners shall be responsible at their own expense for the proper care, upkeep, repair and maintenance of the respective exclusive use areas.
28. The Body Corporate shall be responsible for the ongoing operation and maintenance of the stormwater management devices to ensure the design discharge parameters are maintained for the life of the approved development.

The bio-retention basins allow for build up of sediment to occur to prevent sedimentation of downstream waterways. Debris removal and system maintenance is an ongoing function to ensure the successful operations of the devices and prolong the design life. Filtration through vegetation and the biological processes of plants play a key role in the stormwater quality treatment. Therefore the establish of plants after the construction phase and continued maintenance of vegetation is a fundamental part of the treatment process.

Maintenance of the outlet bio-retention basins during the operational phase should be scheduled at Regular intervals or following large rainfall events. Inspections should also be carried out regularly on an informal basis and debris removed whenever it is observed. Inspections should ascertain whether the method of cleaning would be by manual or mechanical methods to allow for programming of works.

Maintenance of the bio-retention devices would involve the following duties:-

Title Reference [50914772]

- Weeding, planting and debris removal in the bio-retention system and adjoining areas;
- Fertilizing of plants with environmentally friendly products;
- Removal of accumulated debris and sediment (on-going);
- Inspection and repair of sub-soil drainage system;
- Repair of erosion and scouring at the pipe inlet and outlet;

The stormwater quality devices located within the development are to be maintained by a suitably qualified contractor at regular intervals.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Services location plans marked "A" (sheets 1 -16) and "B" (sheets 1 - 16) are attached hereto identifying the lots and common property affected by public utility statutory easements including easements for water, sewerage, Telstra/telephone, underground electricity, stormwater and drainage as set out in the table format hereunder.

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

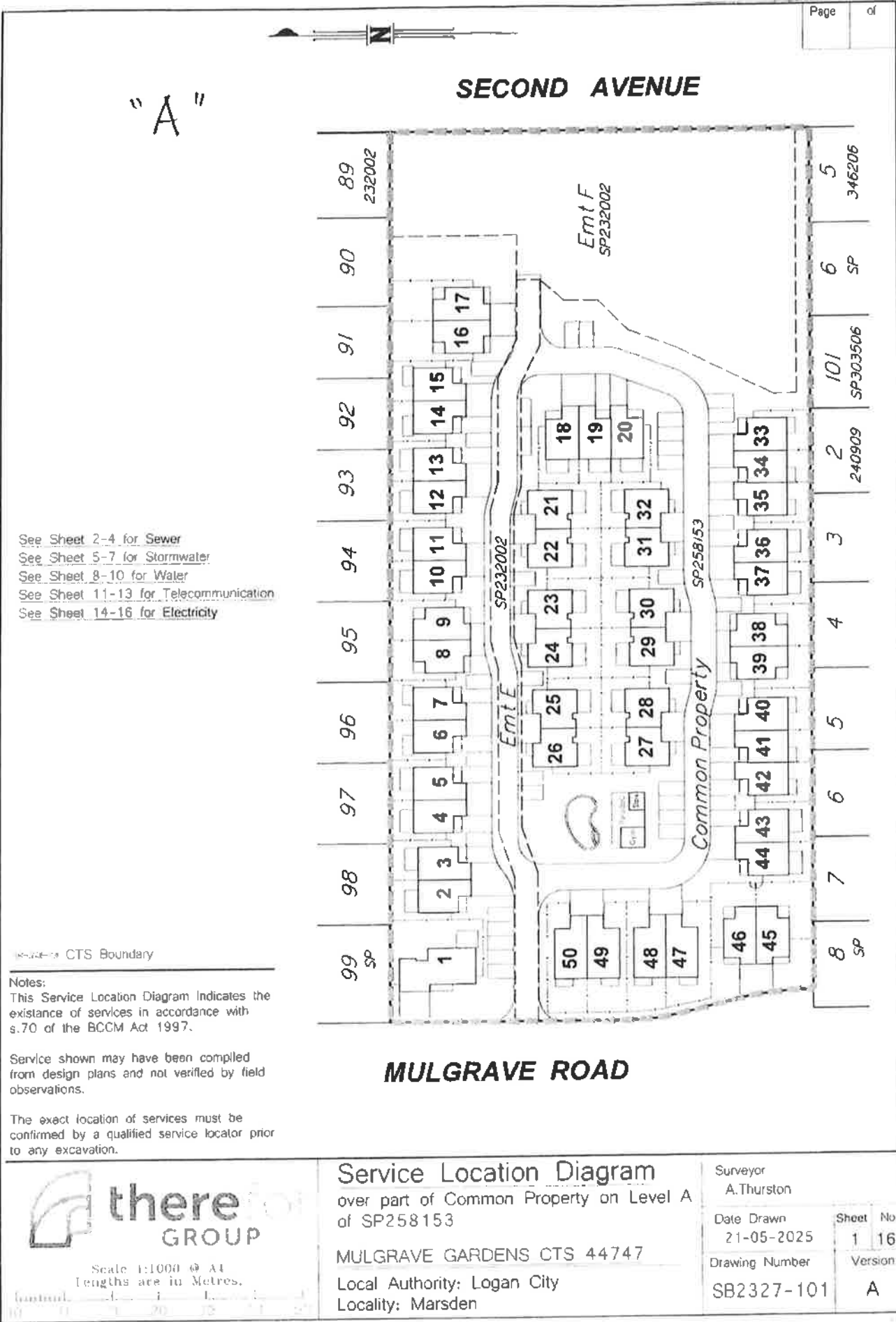
Lot Numbers	Statutory Easements
Common Property on SP258153	Water, sewer, u/g electricity, communications, stormwater, projection
Lot 1 on SP258153	Water, sewer, u/g electricity, communications, stormwater, projection
Lot 2 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 3 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 4 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 5 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 6 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 7 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 8 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 9 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 10 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
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Lot 16 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 17 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 18 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 19 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 20 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 21 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 22 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
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Lot 25 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
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Lot 27 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 28 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 29 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 30 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 31 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 32 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 33 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 34 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 35 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 36 on SP258153	Support, water, sewer, u/g electricity, communications, stormwater, projection

Page 14 of ⁶⁰~~32~~[illegible]

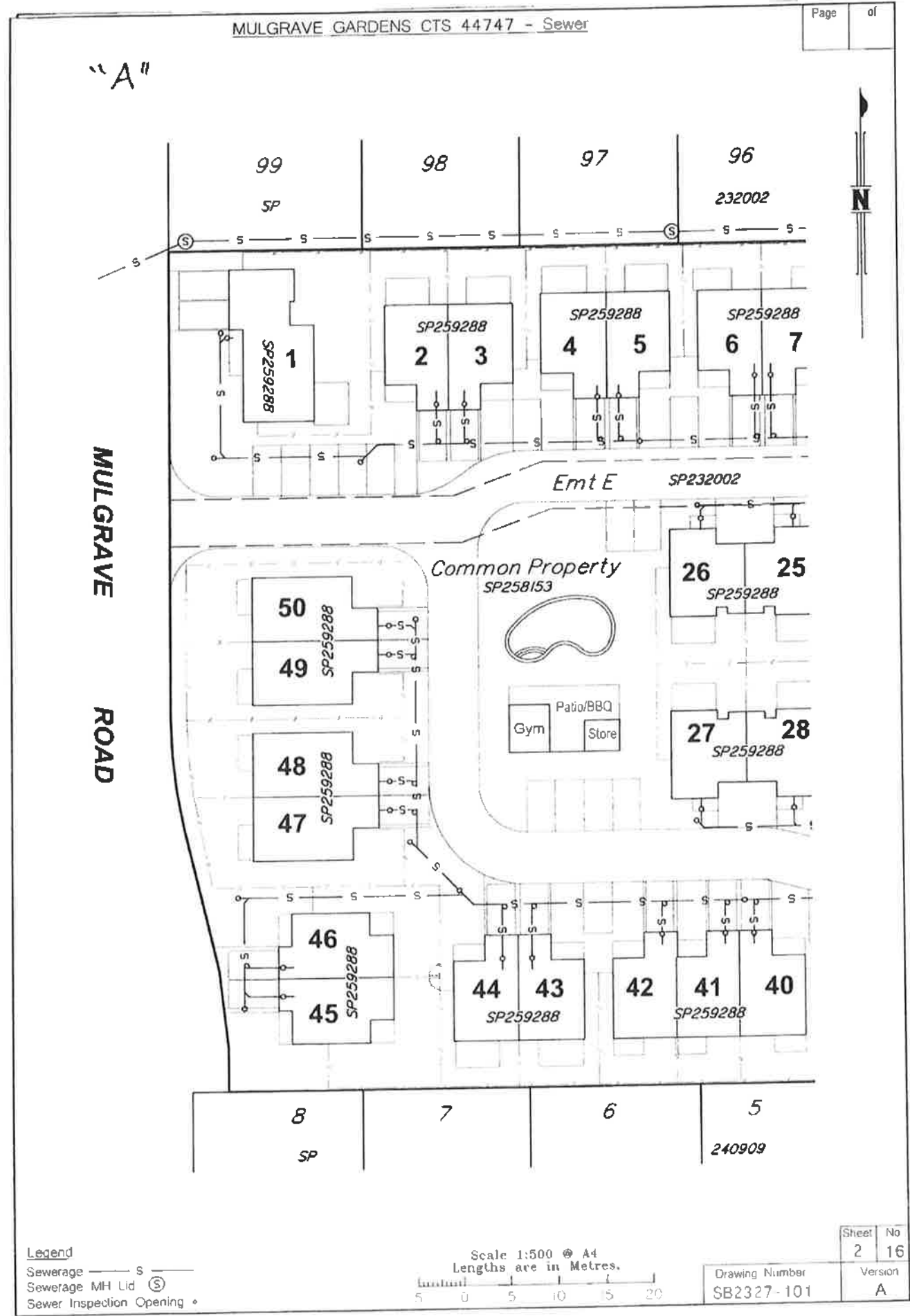
Title Reference [50914772]

Lot 98 on SP259288	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 99 on SP259288	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 100 on SP259288	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 101 on SP259288	Water, sewer, u/g electricity, communications, stormwater, projection
Lot 102 on SP259288	Support, water, sewer, u/g electricity, communications, stormwater, projection
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Lot 104 on SP259288	Support, water, sewer, u/g electricity, communications, stormwater, projection
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Lot 107 on SP259288	Support, water, sewer, u/g electricity, communications, stormwater, projection

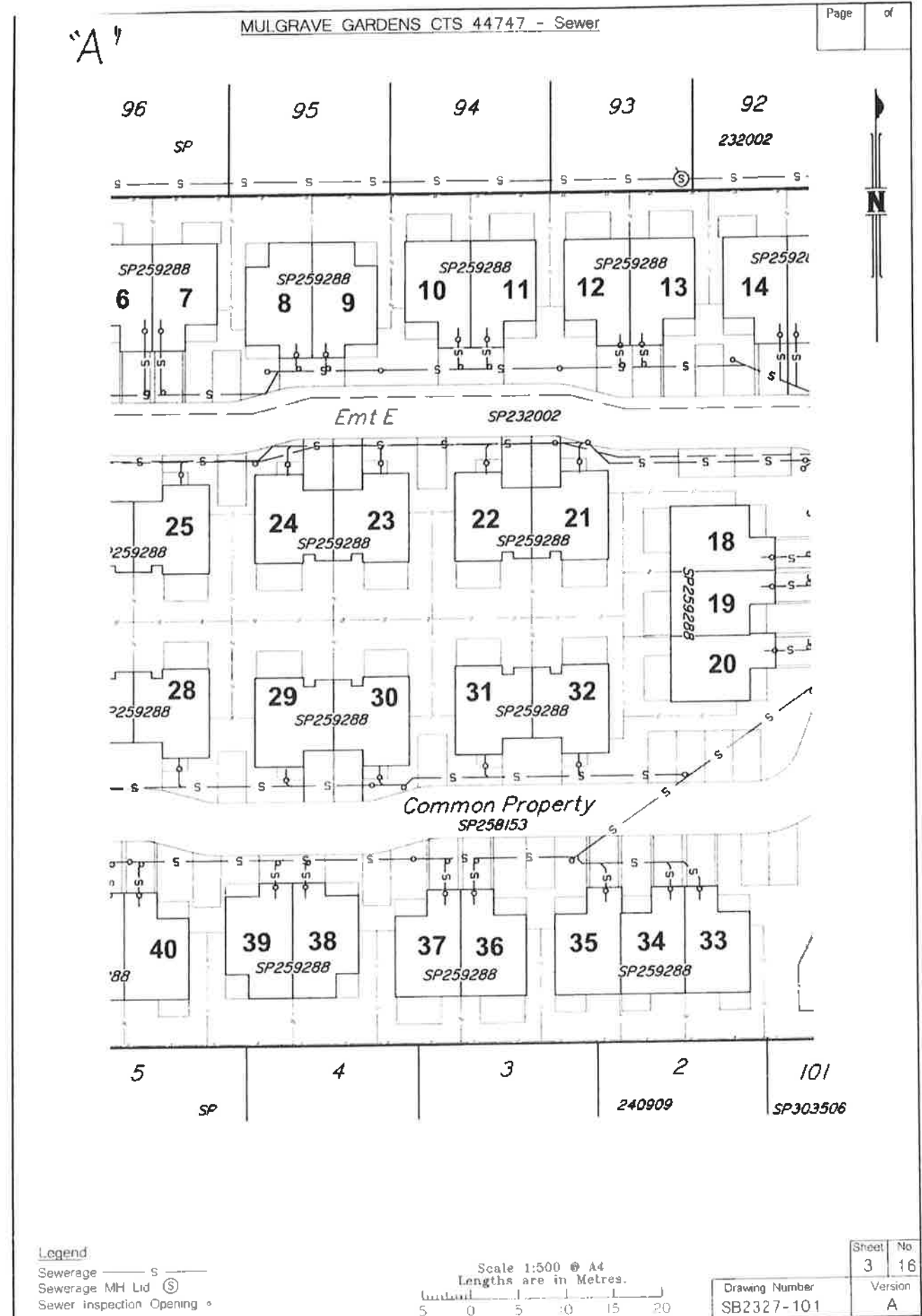
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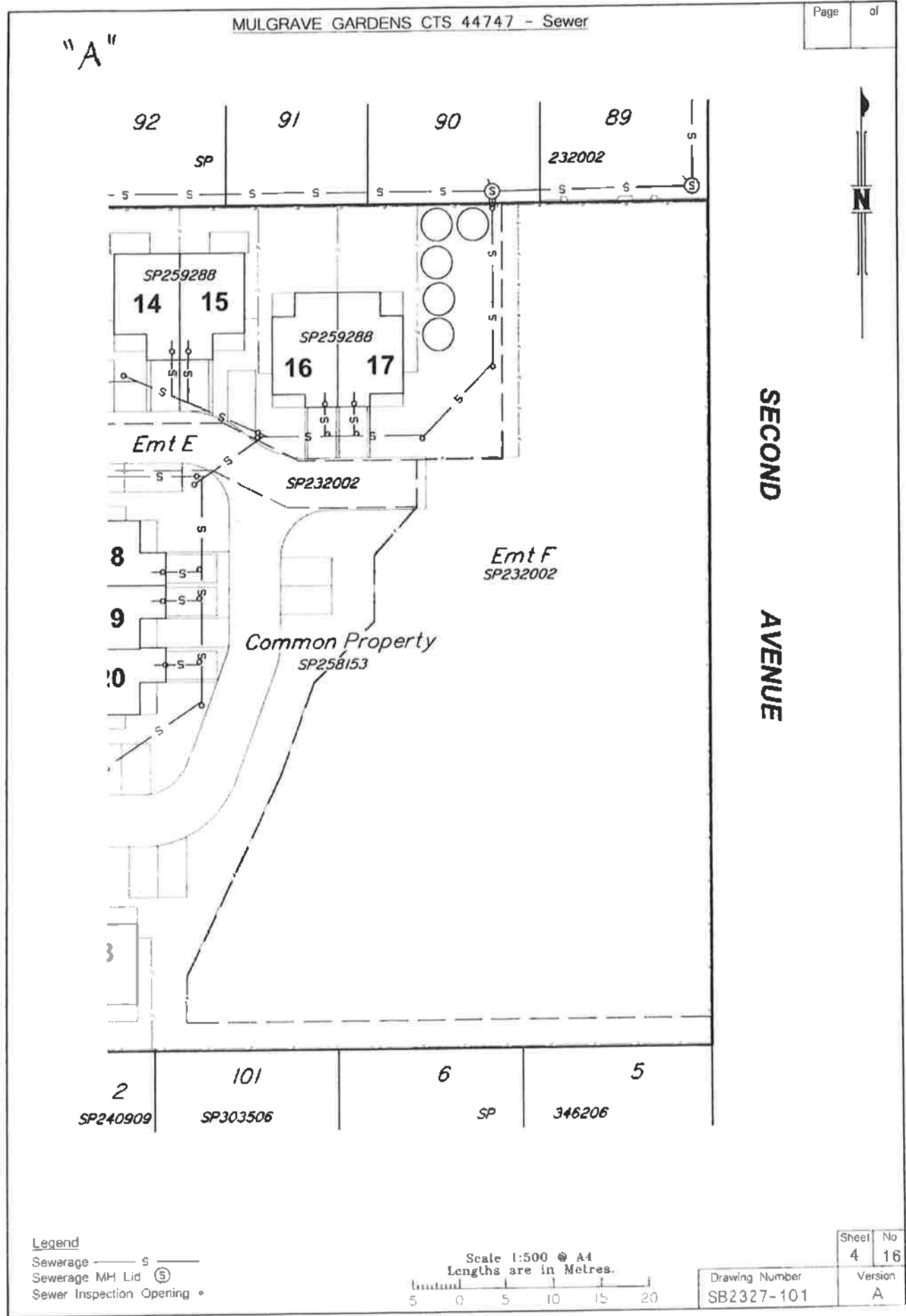
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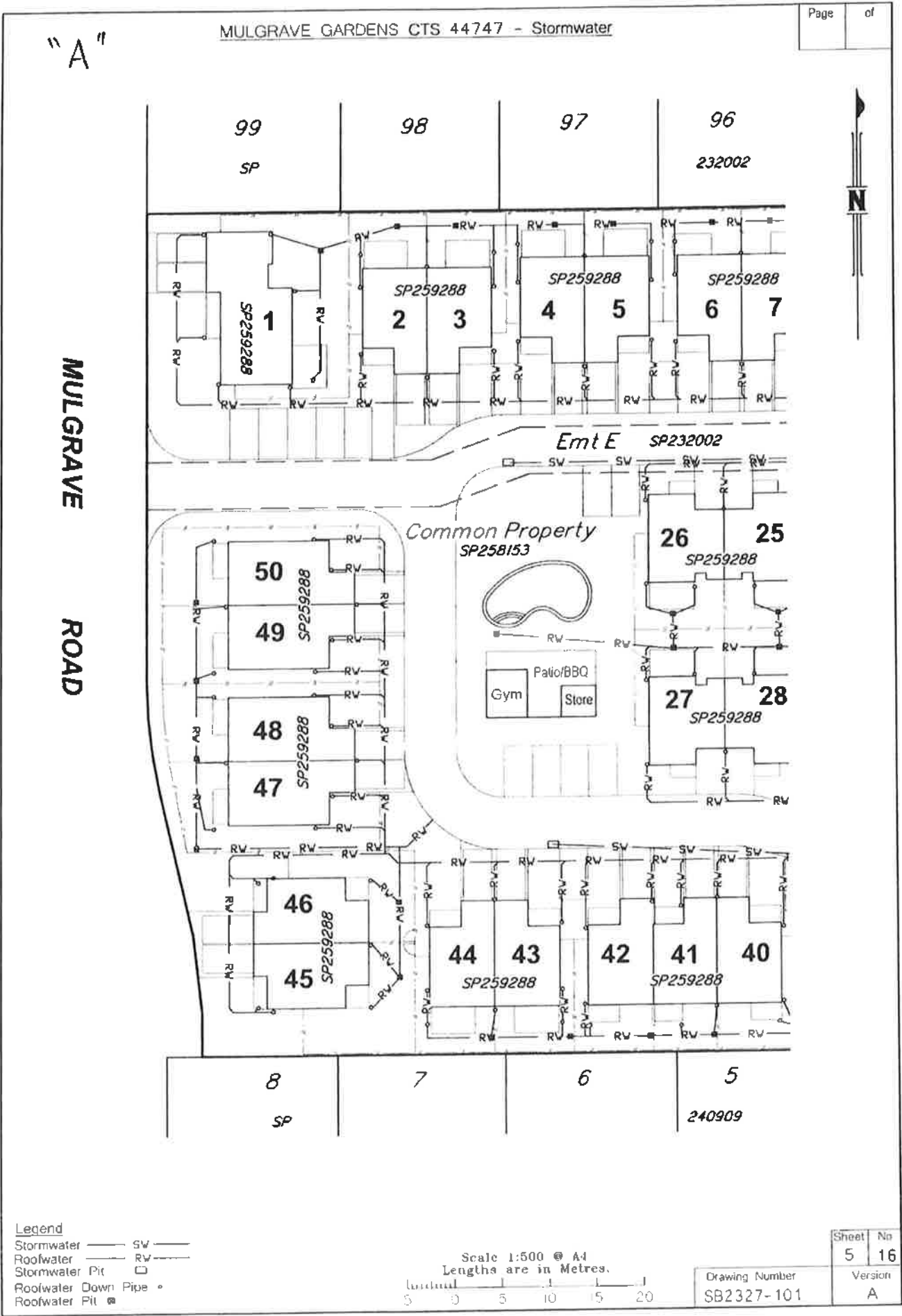


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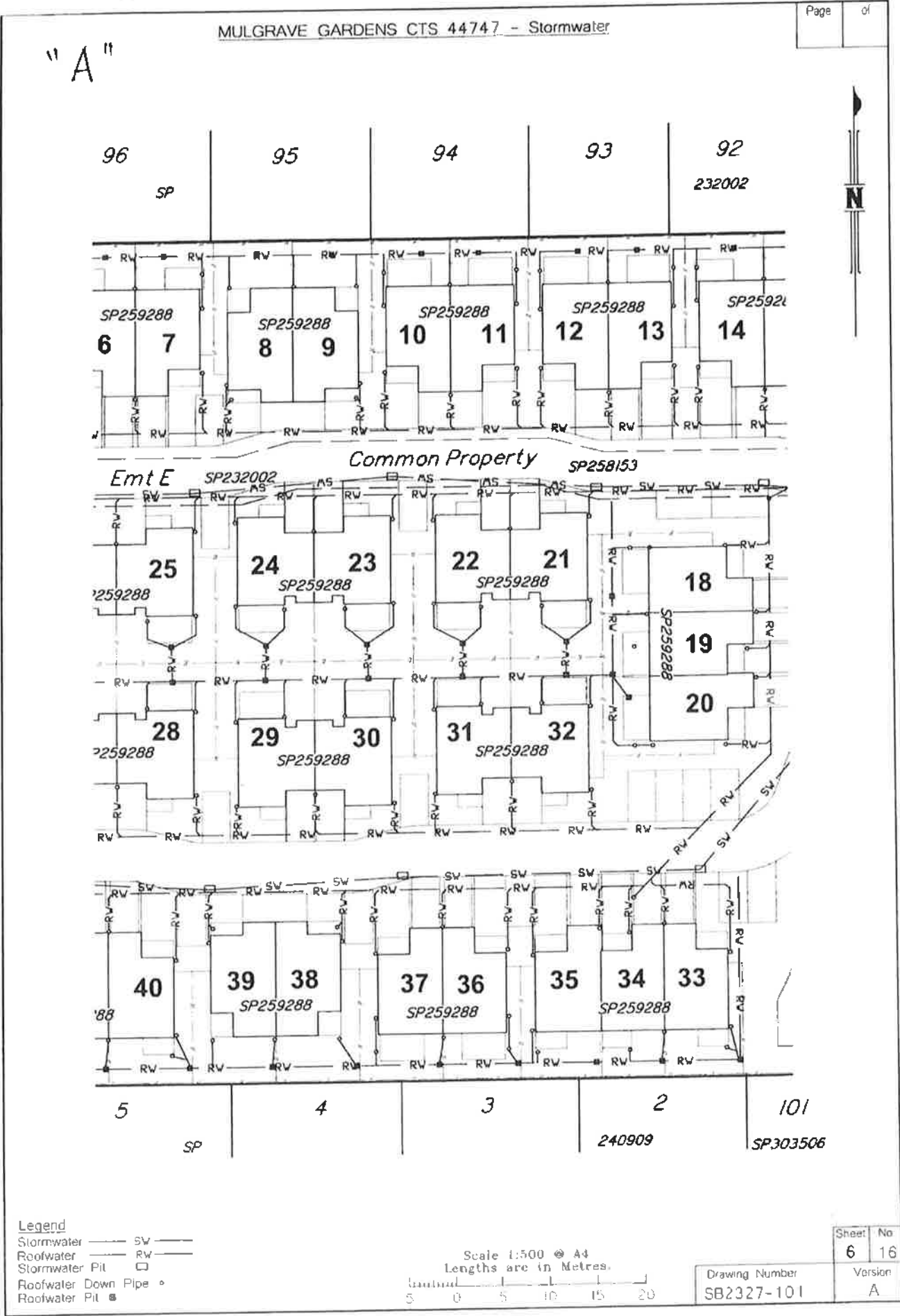


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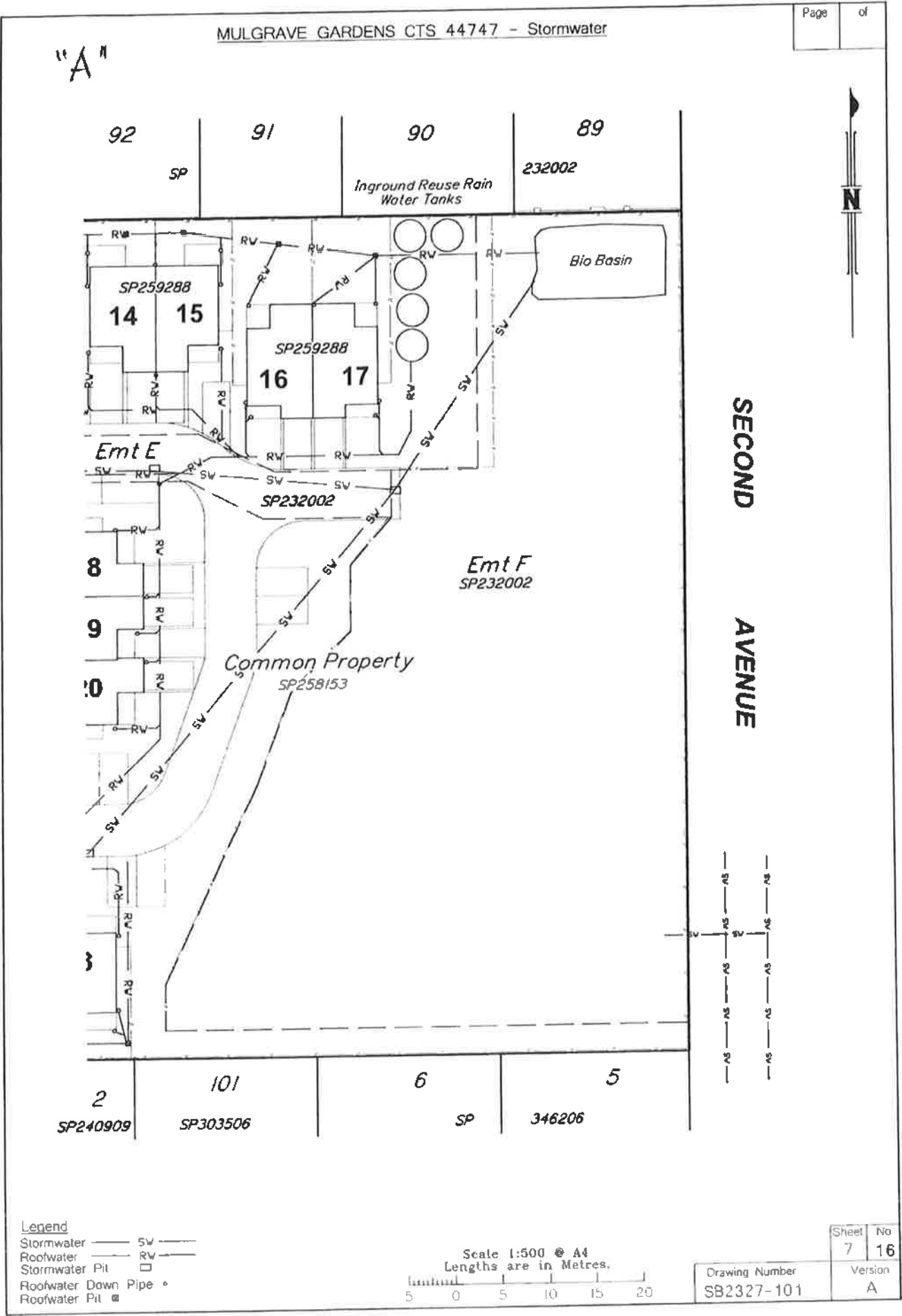




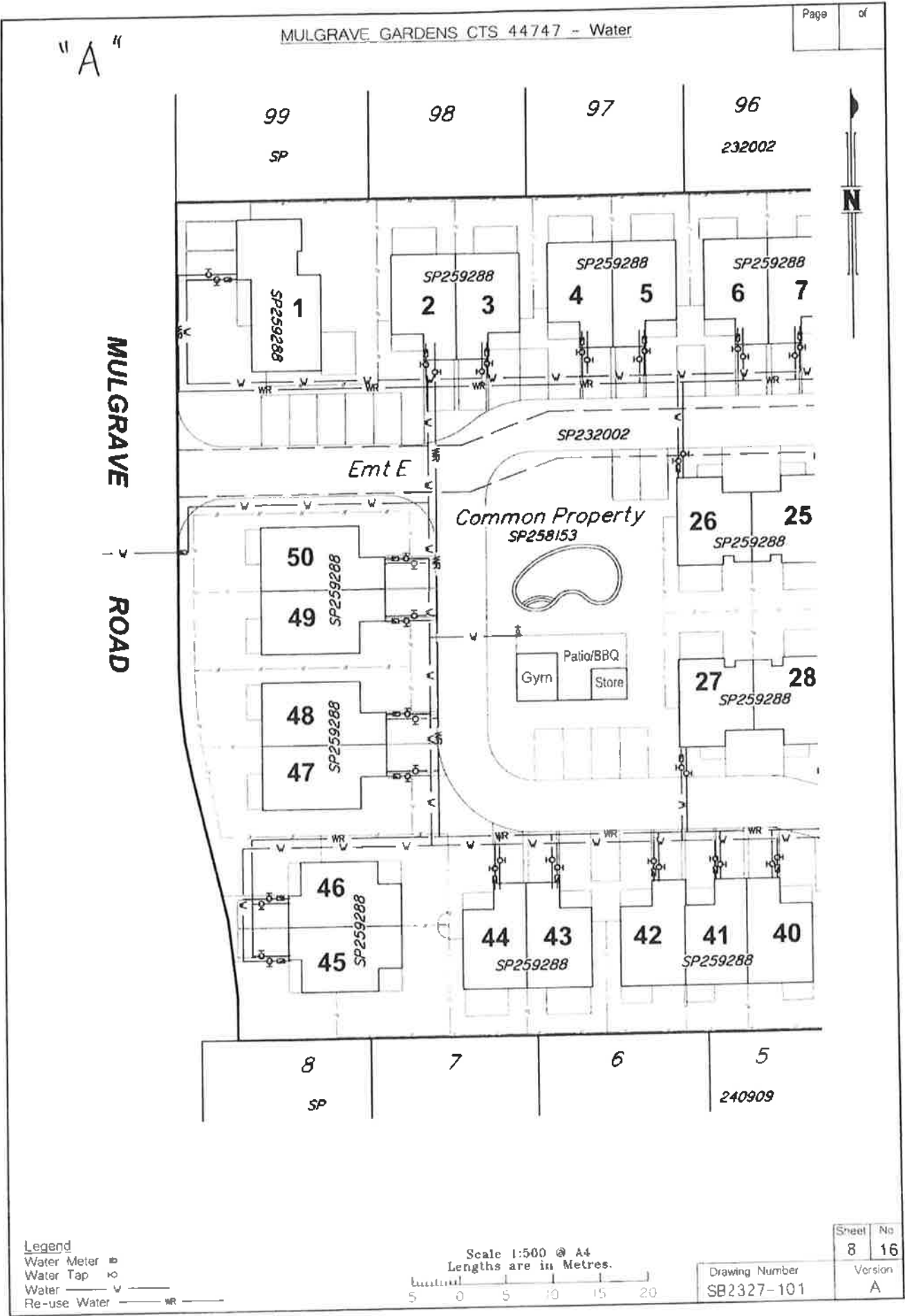
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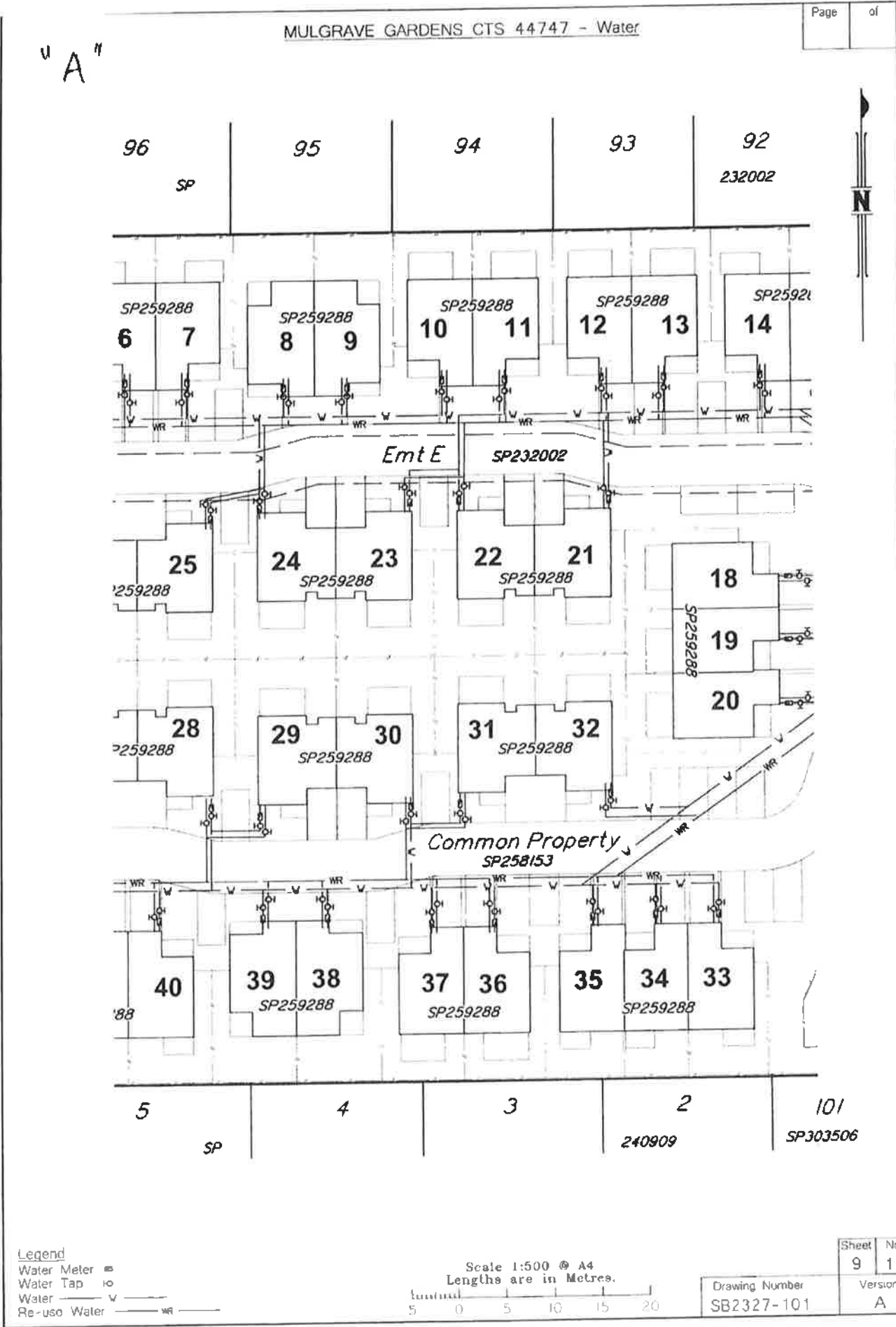
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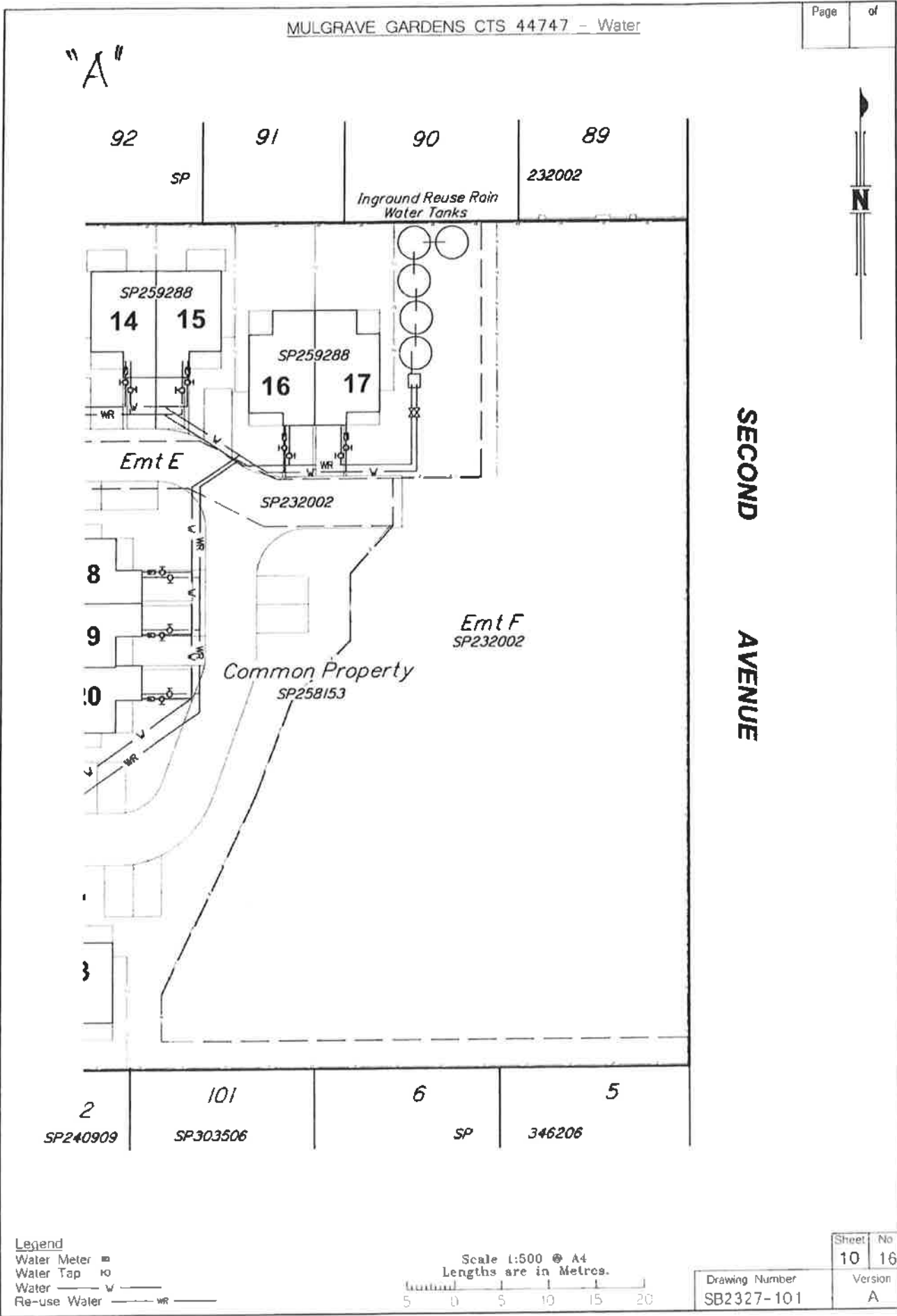
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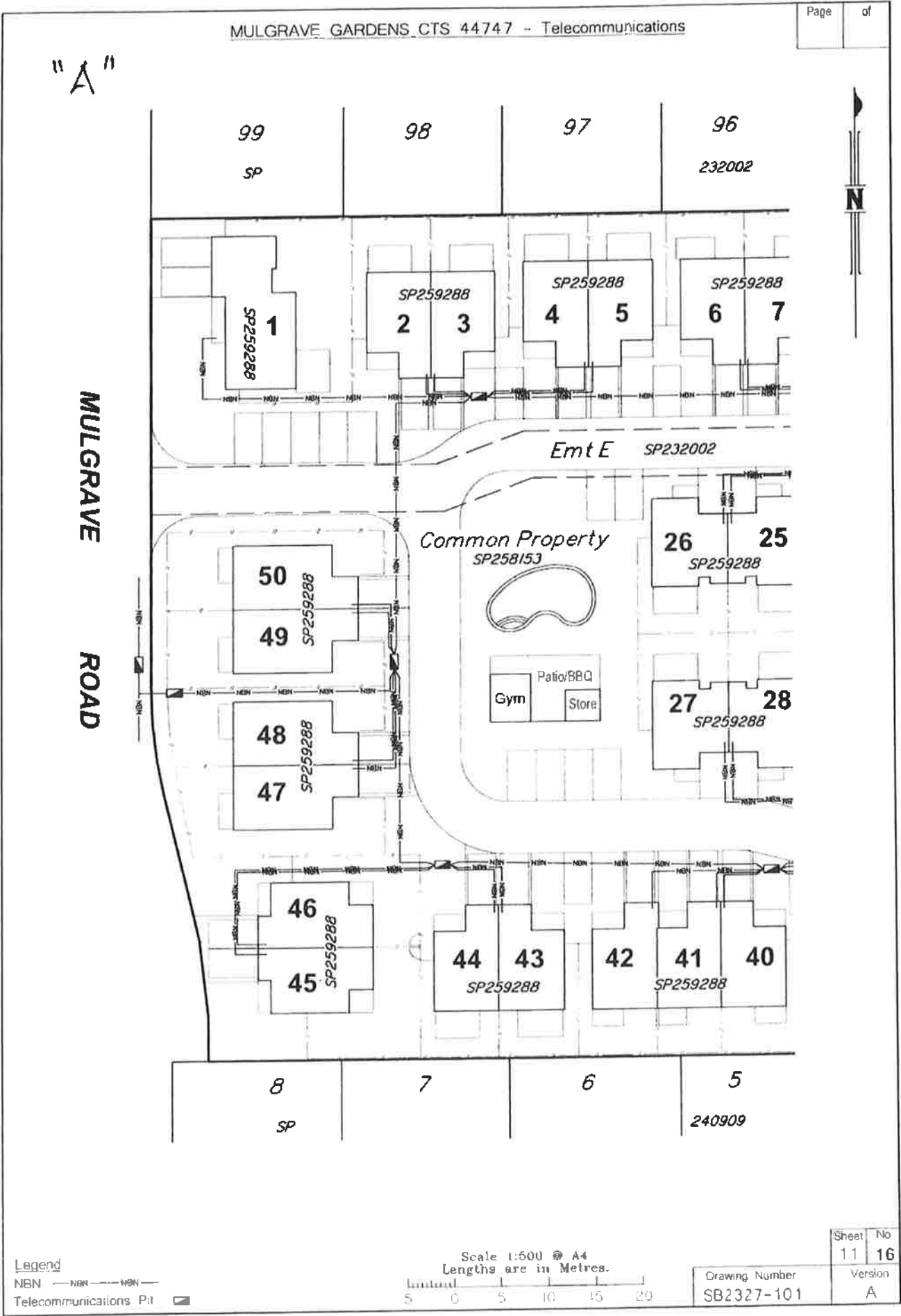
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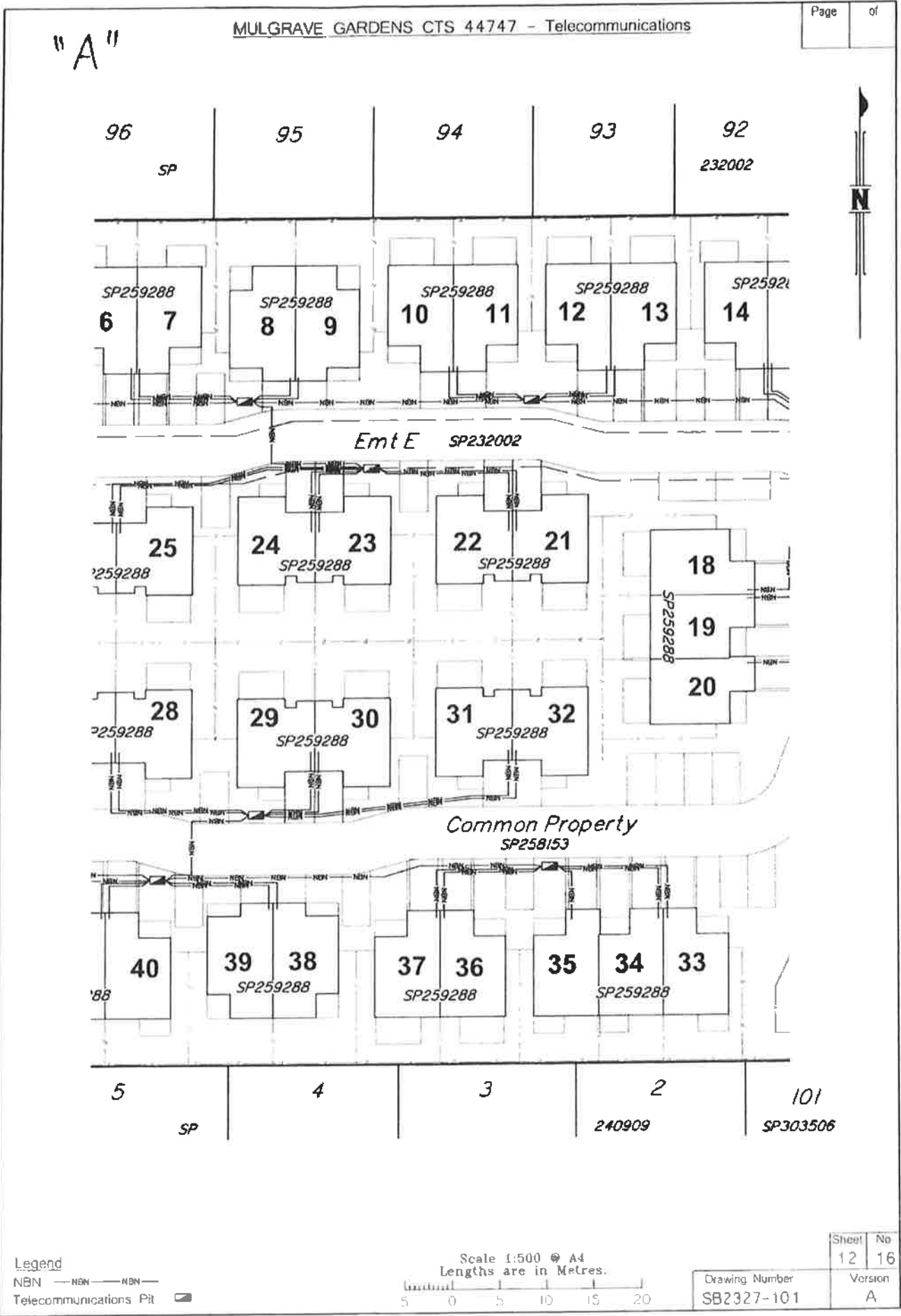
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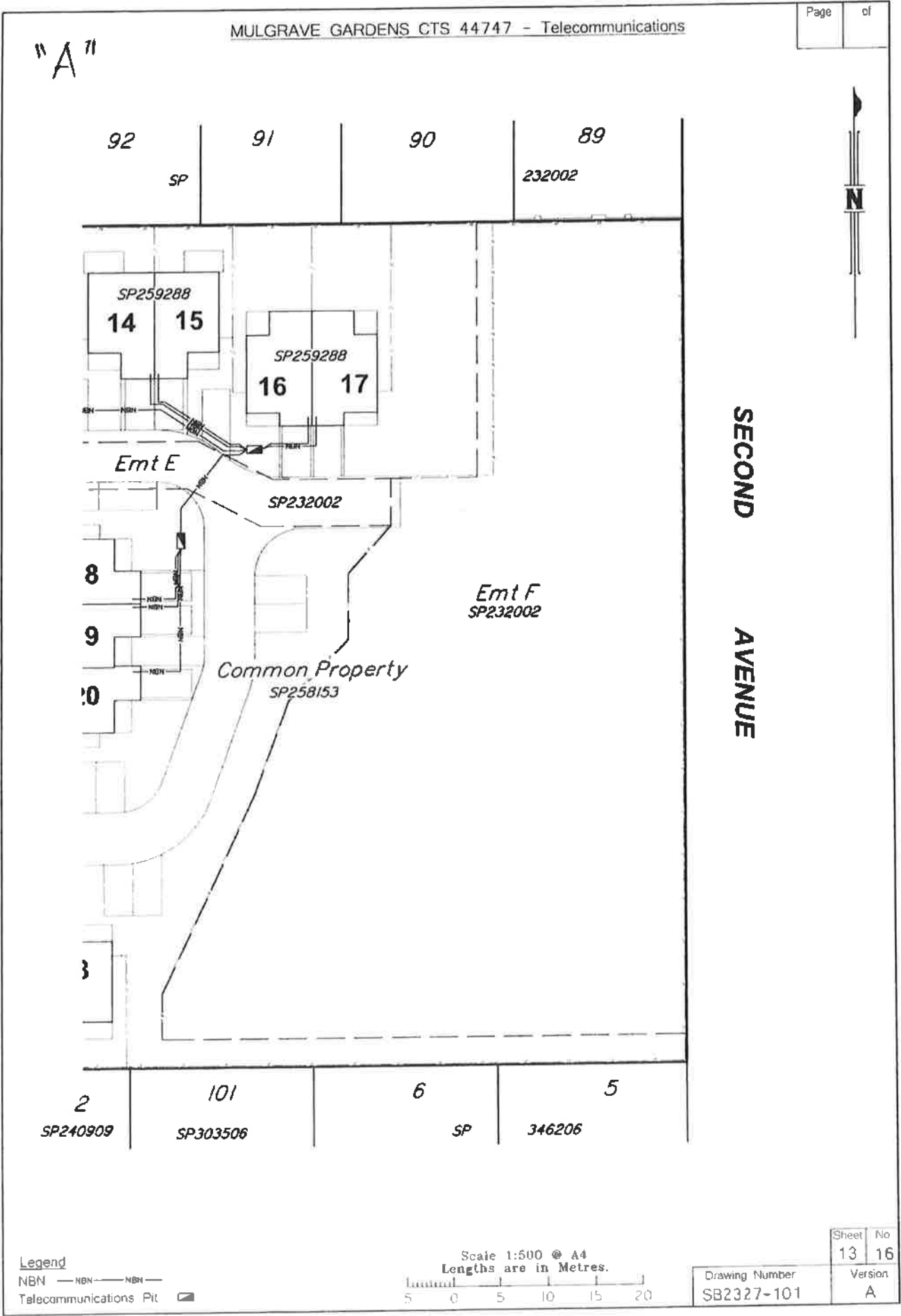
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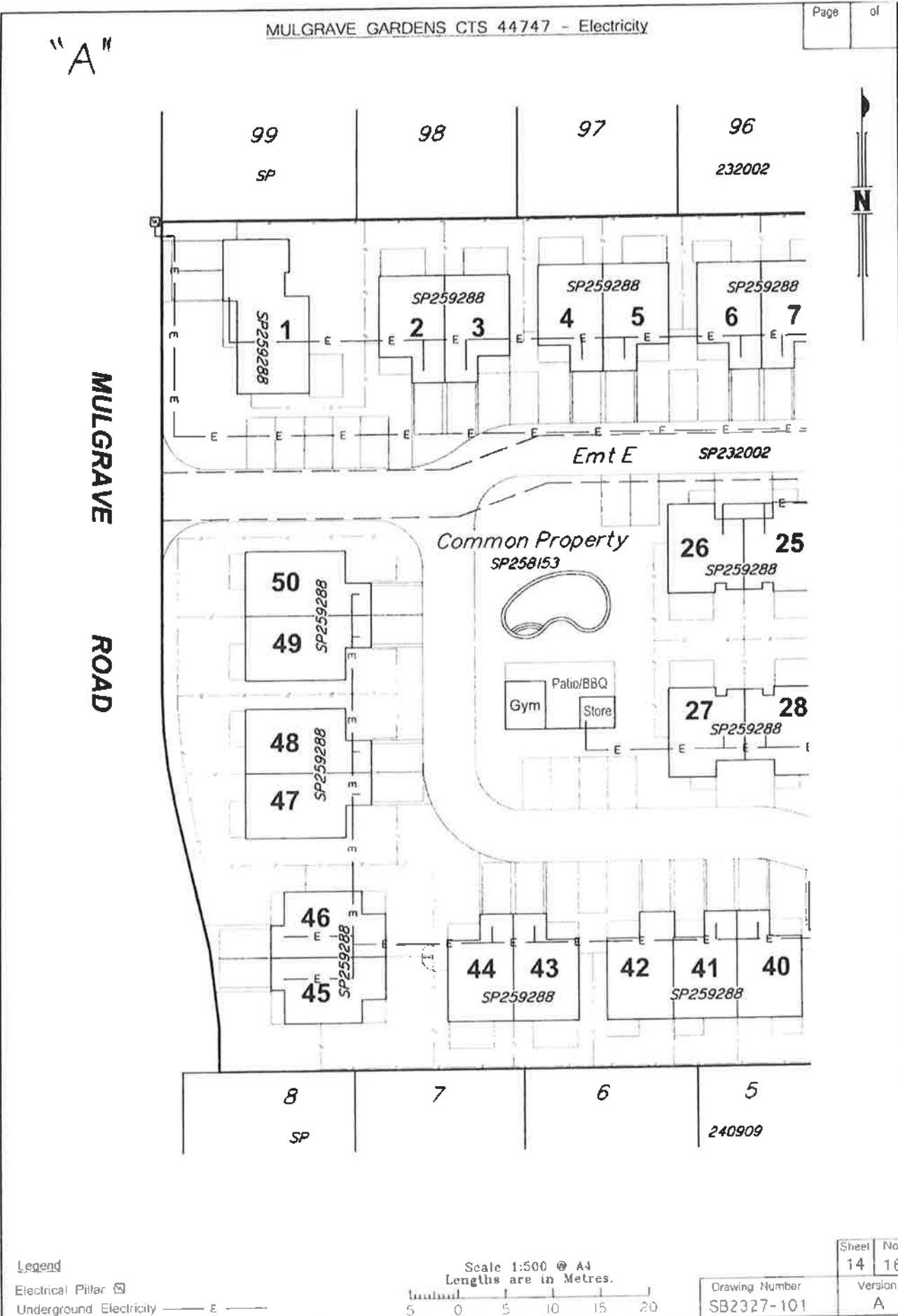
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"A"

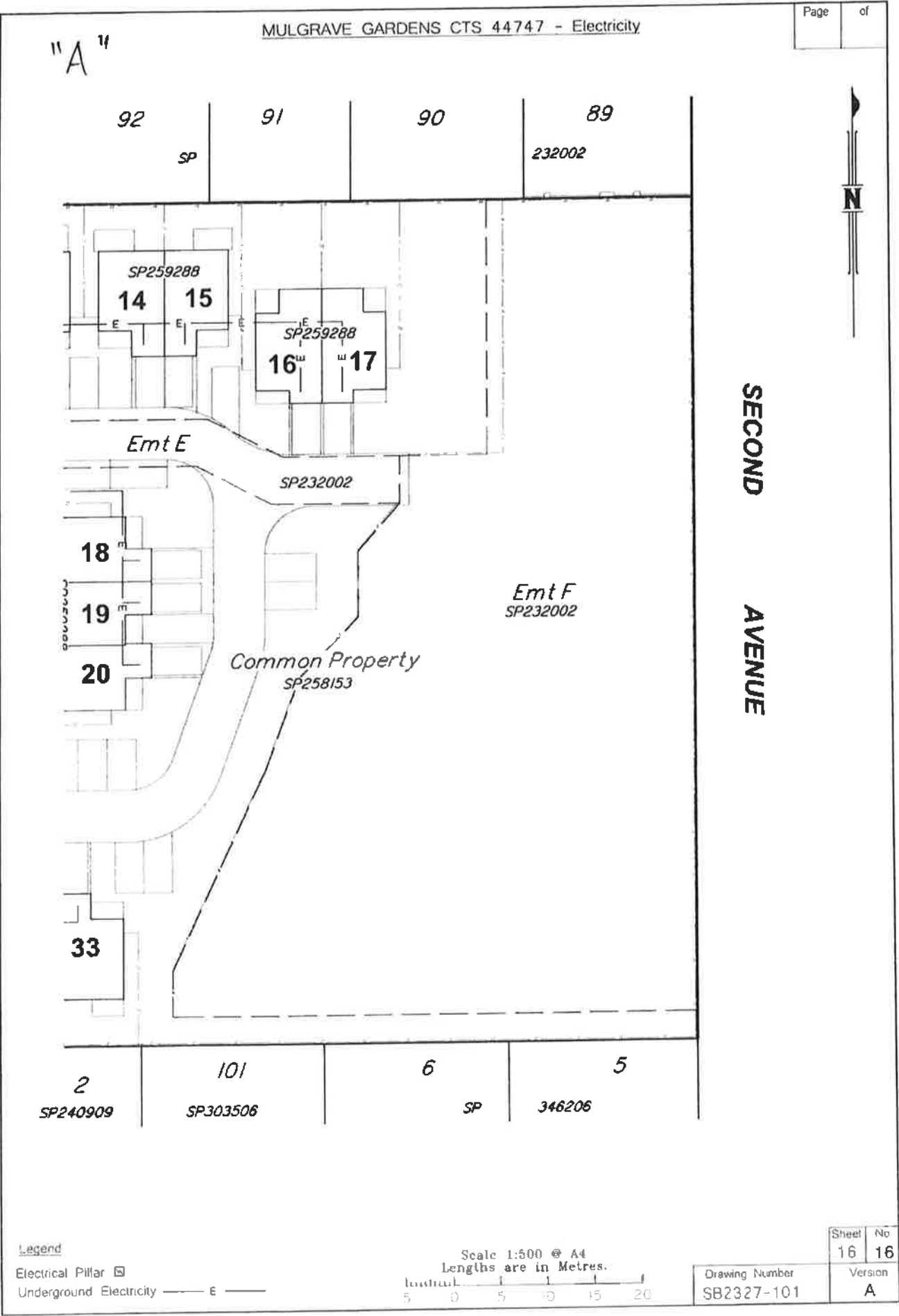
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Version

A

Title Reference [50914772]



Page of

SECOND AVENUE

"B"

Emt A
SP232002

Emt D
SP232002

Emt B
SP232002

Emt C
SP232002

Common Property
SP259288

Common Property
SP259288

Common Property
SP259288

154
RP85473

144
SP333967

502
SP259288

232002

234624

232002

232002

232002

See Sheet 2-4 for Sewer
 See Sheet 5-7 for Stormwater
 See Sheet 8-10 for Water
 See Sheet 11-13 for Telecommunication
 See Sheet 14-16 for Electricity

Notes:
 This Service Location Diagram indicates the
 existence of services in accordance with
 s.70 of the BCCM Act 1997.

 Service shown may have been compiled
 from design plans and not verified by field
 observations.

 The exact location of services must be
 confirmed by a qualified service locator prior
 to any excavation.

CTS Boundary

154
RP85473

144
SP333967

502
SP259288

232002

234624

232002

232002

232002

STREET

BREMER

MULGRAVE ROAD

Scale: 1:500 @ A1
Lengths are in Metres

Service Location Diagram

over part of Common Property on Level A
of SP259288

MULGRAVE GARDENS CTS 44747

Local Authority: Logan City

Locality: Marsden

Surveyor
A.Thurston

Date Drawn
21-05-2025

Drawing Number
SB2328-100

Sheet No
1 of 16

Version
A

there
GROUP

Scale 1:500 @ 44
lengths are in metres

Service Location Diagram

over part of Common Property on Level A
of SP259288

MULGRAVE GARDENS CTS 44747

Local Authority: Logan City
Locality: Marsden

Surveyor
A. Thurston

Date Drawn
21-05-2025

Drawing Number

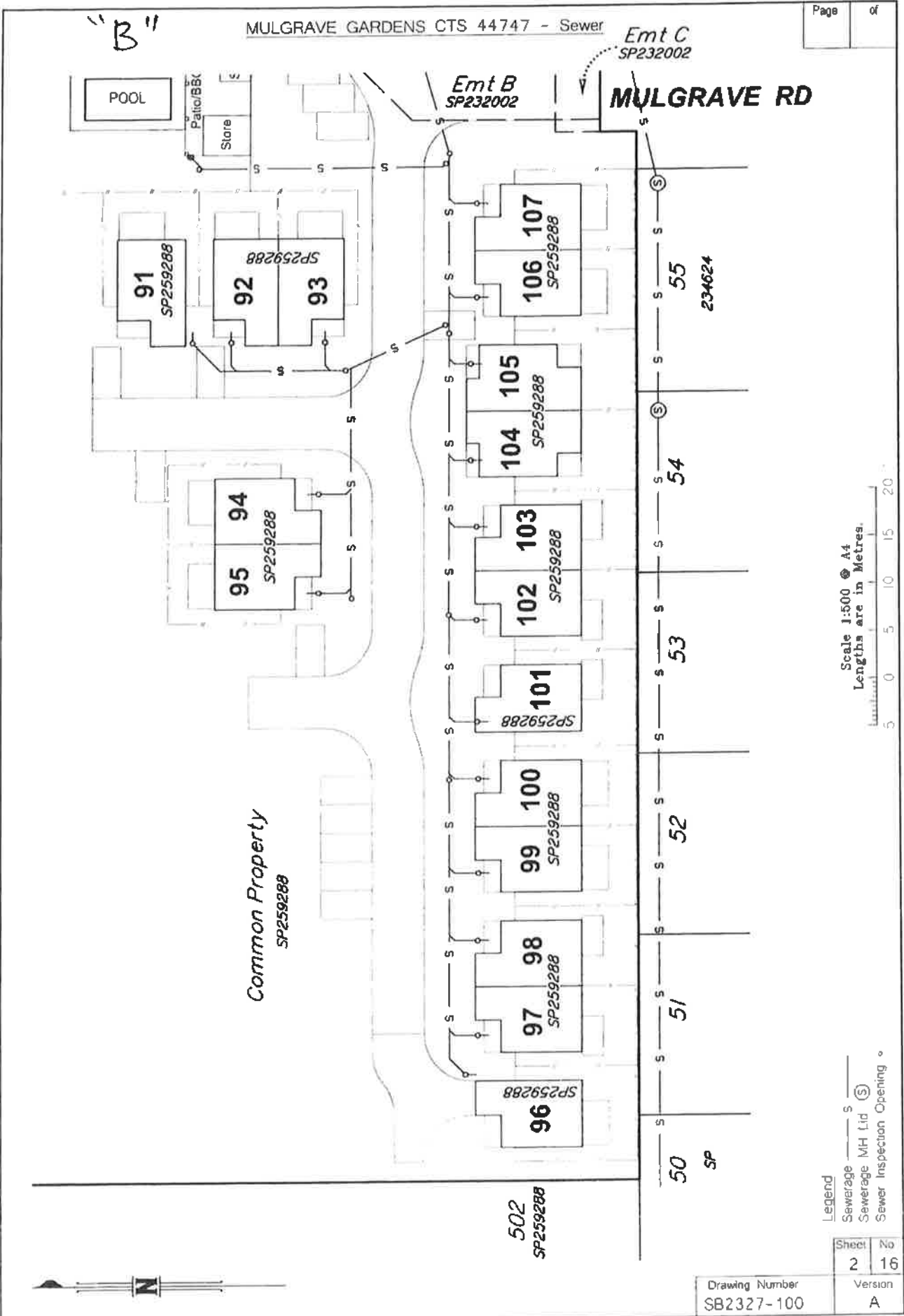
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Sheet	No
1	16

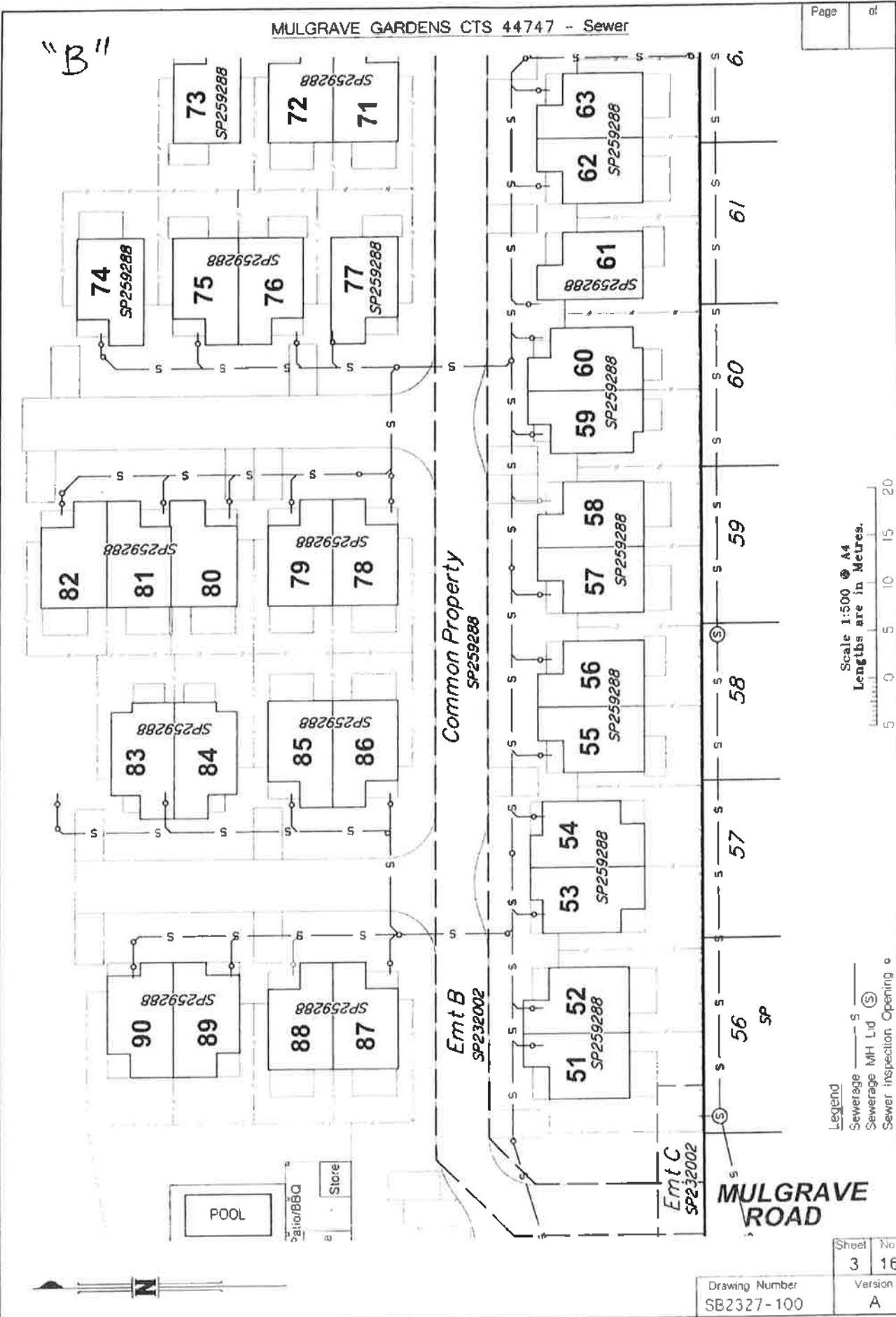
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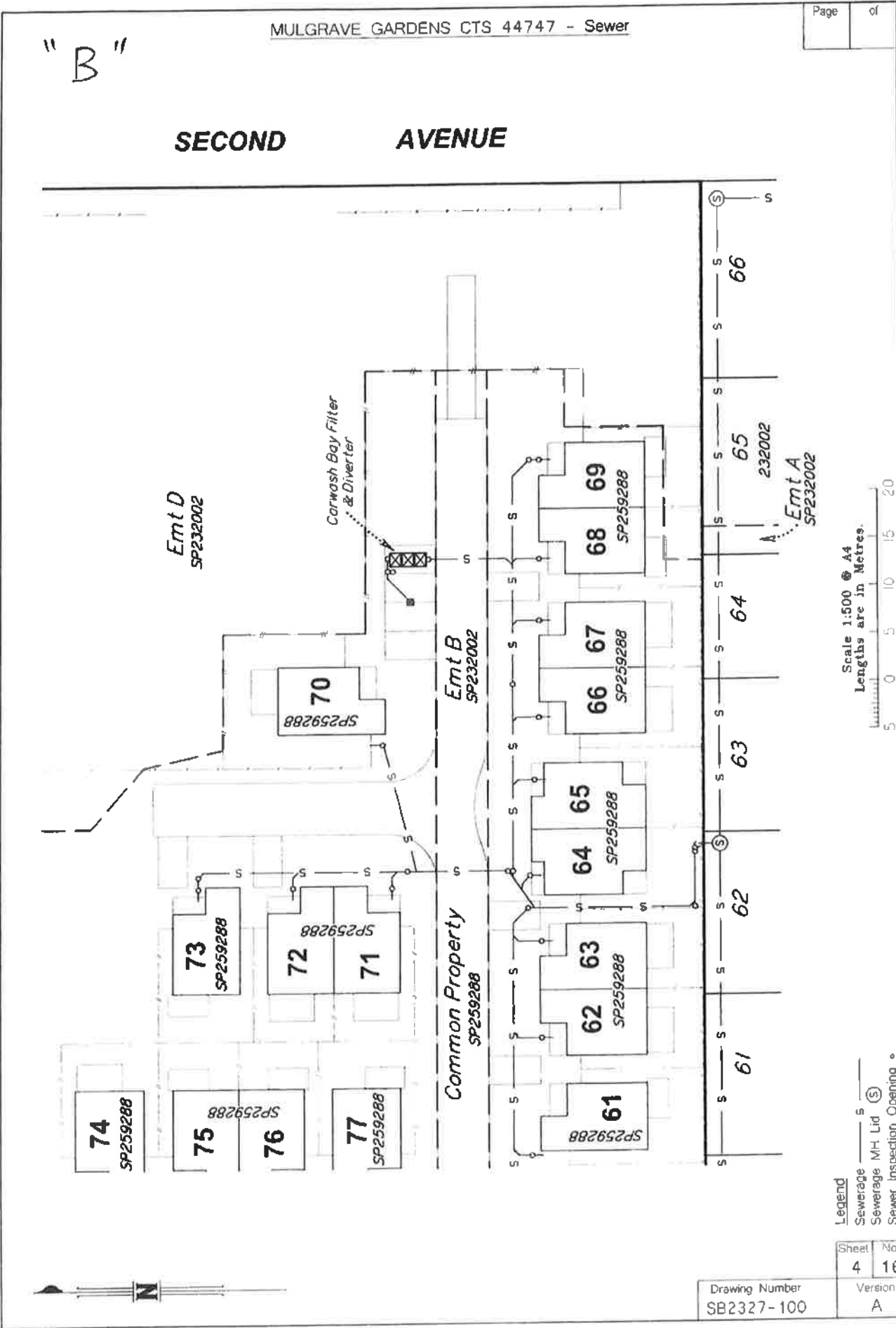
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Title Reference [50914772]



Title Reference [50914772]



MULGRAVE GARDENS CTS 44747 - Stormwater

Emit B
SP232002

MULGRAVE RD

Common Property
SP259288

Units:
91 SP259288
92 SP259288
93 SP259288
94 SP259288
95 SP259288
96 SP259288
97 SP259288
98 SP259288
99 SP259288
100 SP259288
101 SP259288
102 SP259288
103 SP259288
104 SP259288
105 SP259288
106 SP259288
107 SP259288

Stormwater Infrastructure:
RV: Roofwater Pipe
RD: Roofwater Down Pipe
SP: Stormwater Pit

Legend:
Stormwater: SV
Roofwater: RV
Stormwater M/H Lid: (Symbol)
Stormwater Pit: (Symbol)
Roofwater Down Pipe: (Symbol)
Roofwater Pit: (Symbol)

Scale: 1:500 @ A4
Lengths are in Metres.

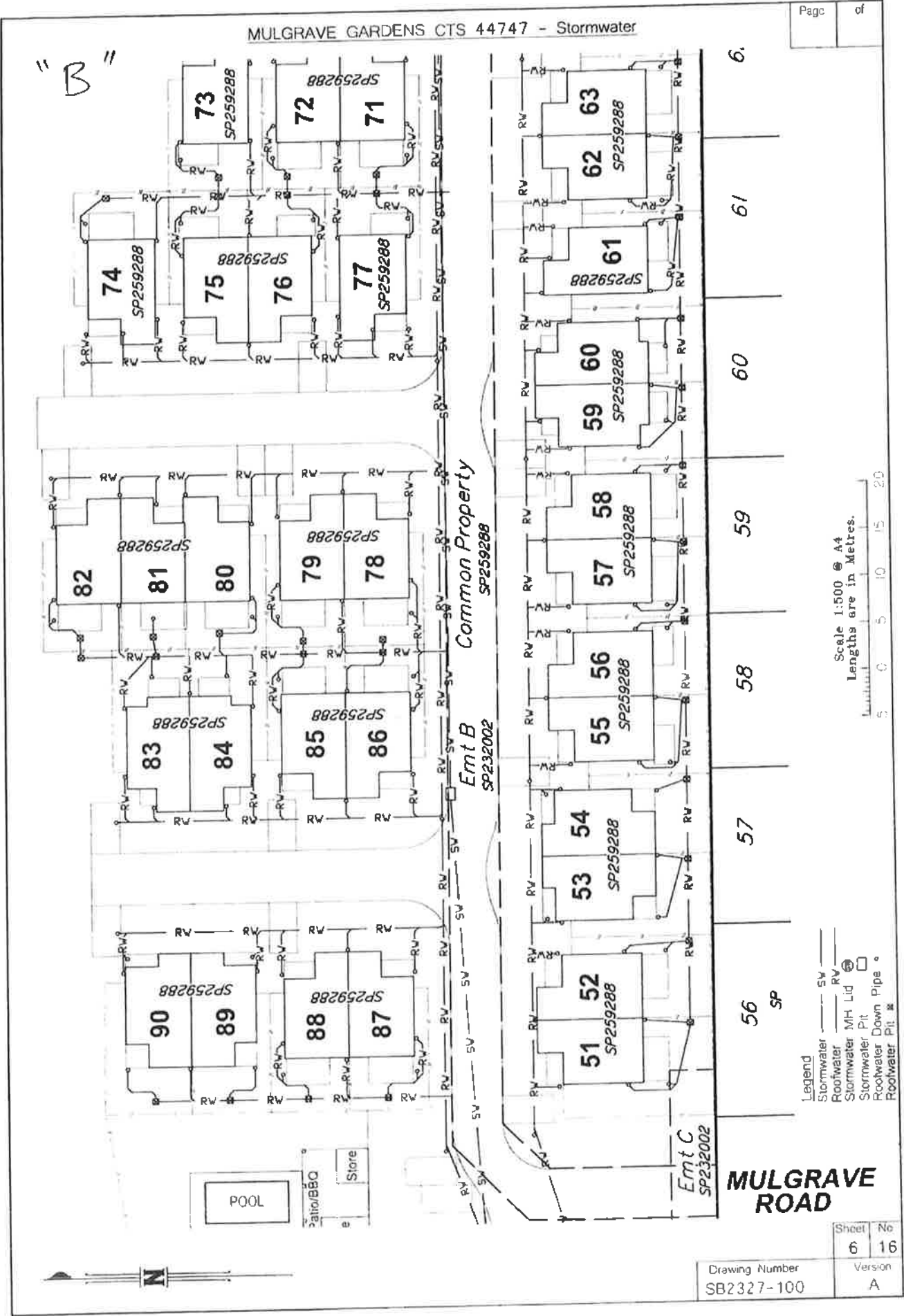
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Page: 5 of 16

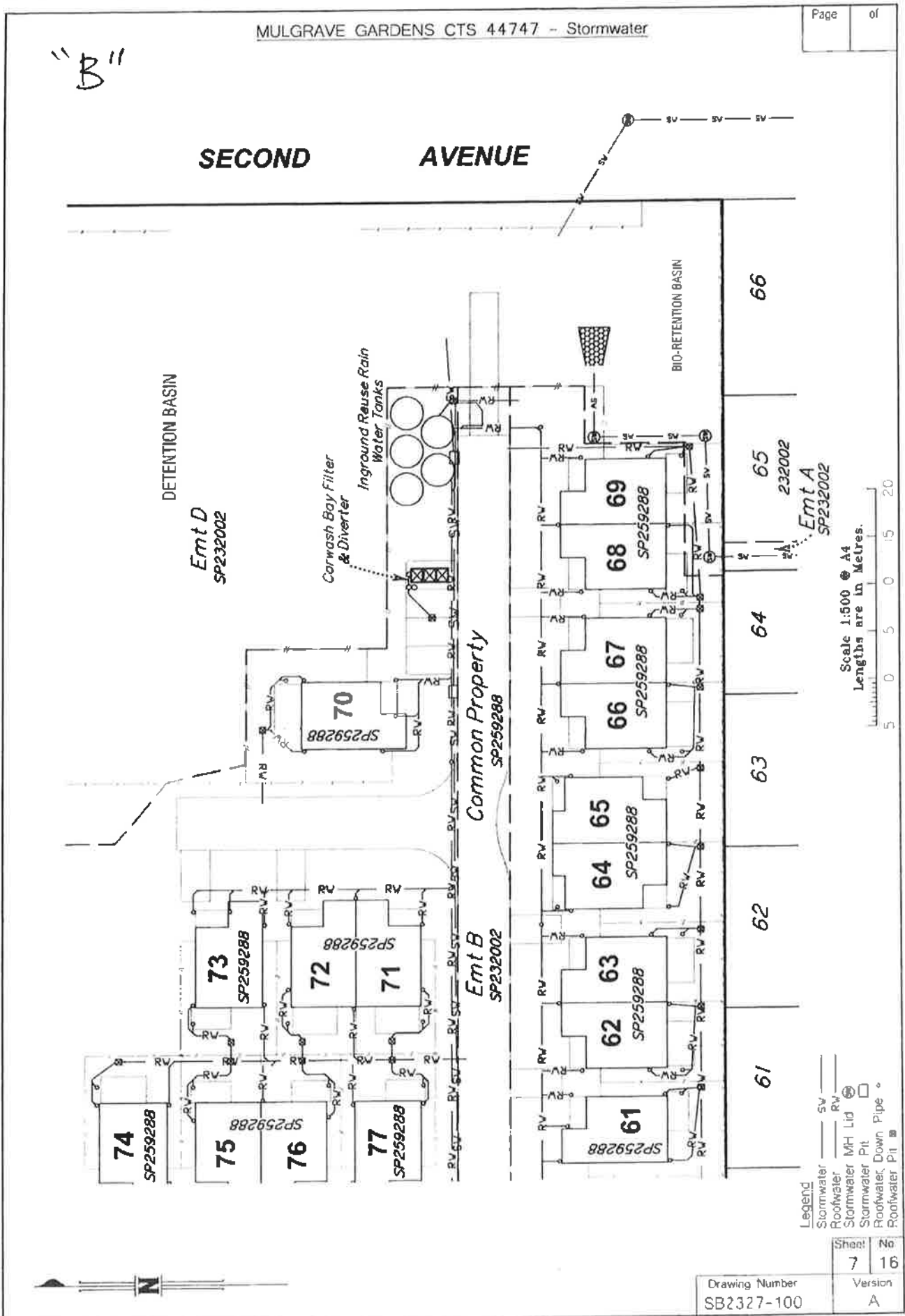
Version: A

Drawing Number: SB2327-100

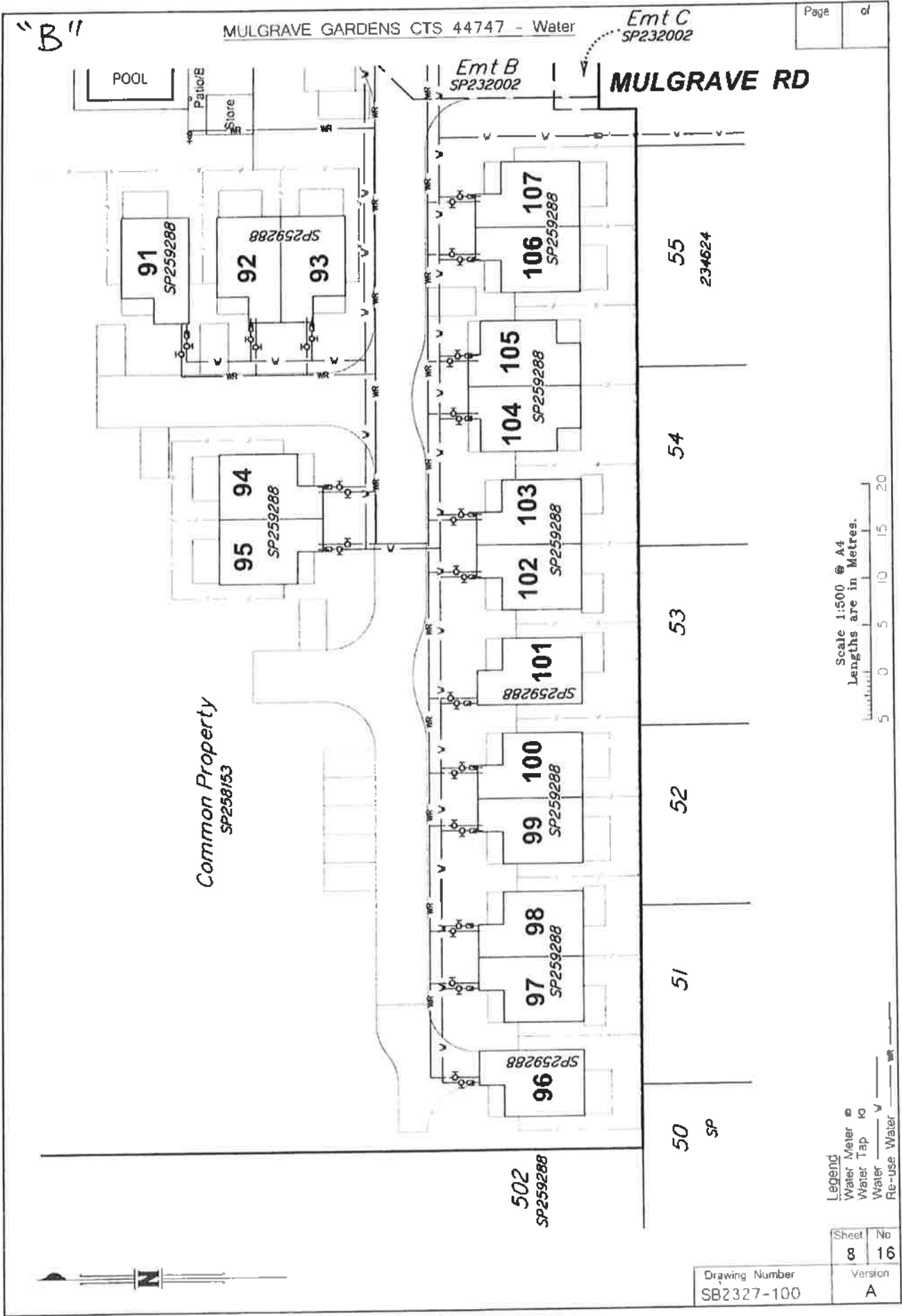
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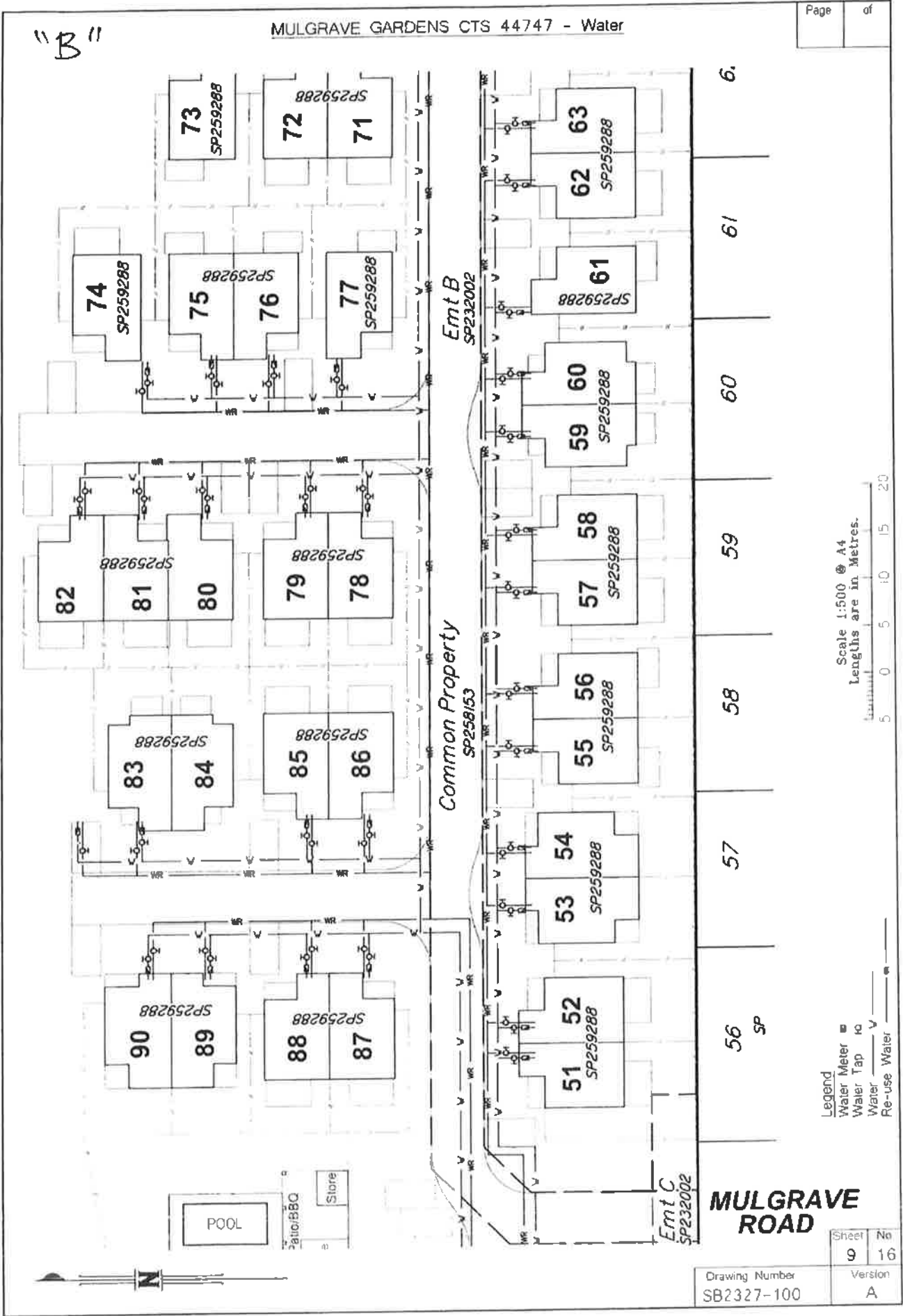
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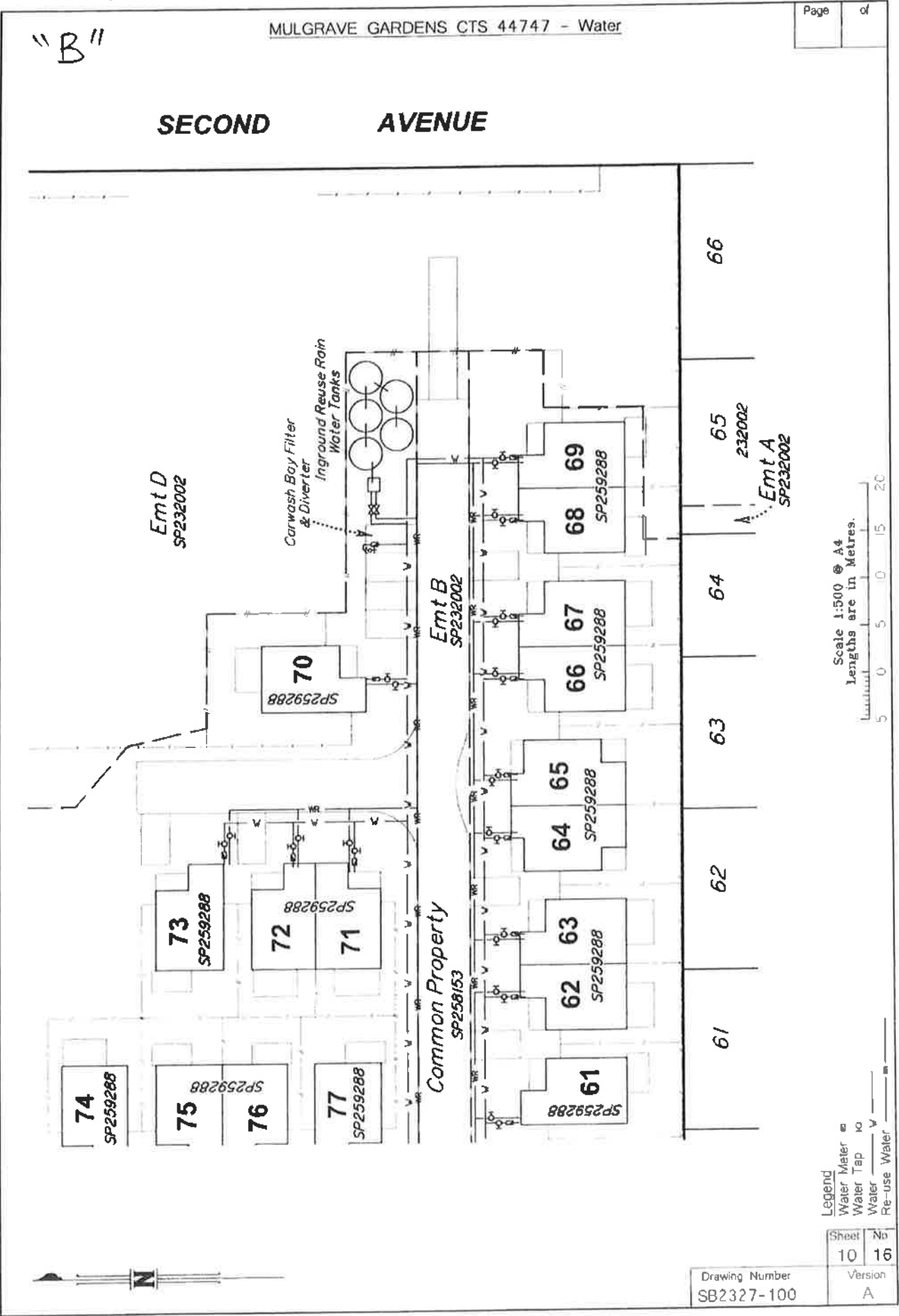
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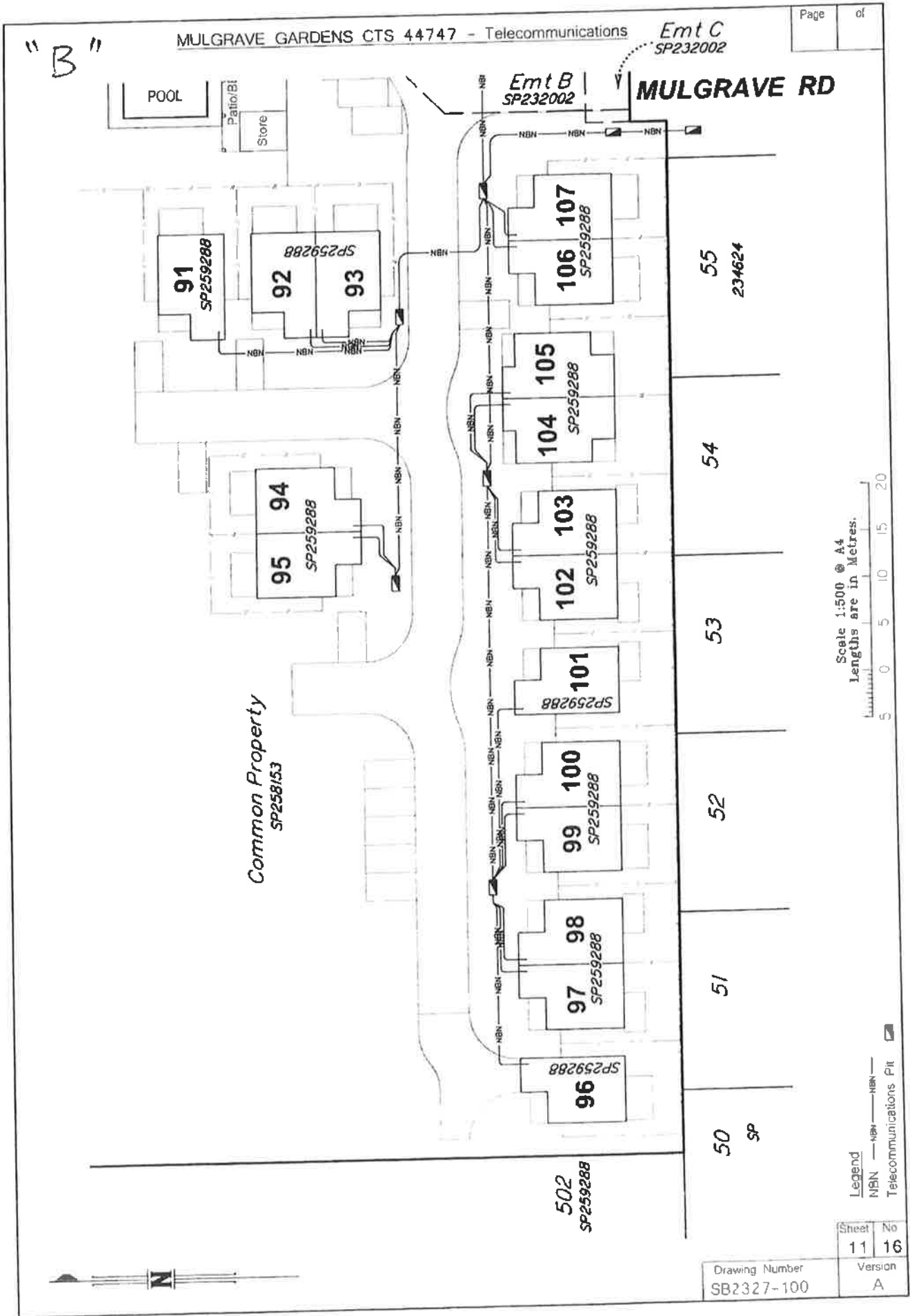
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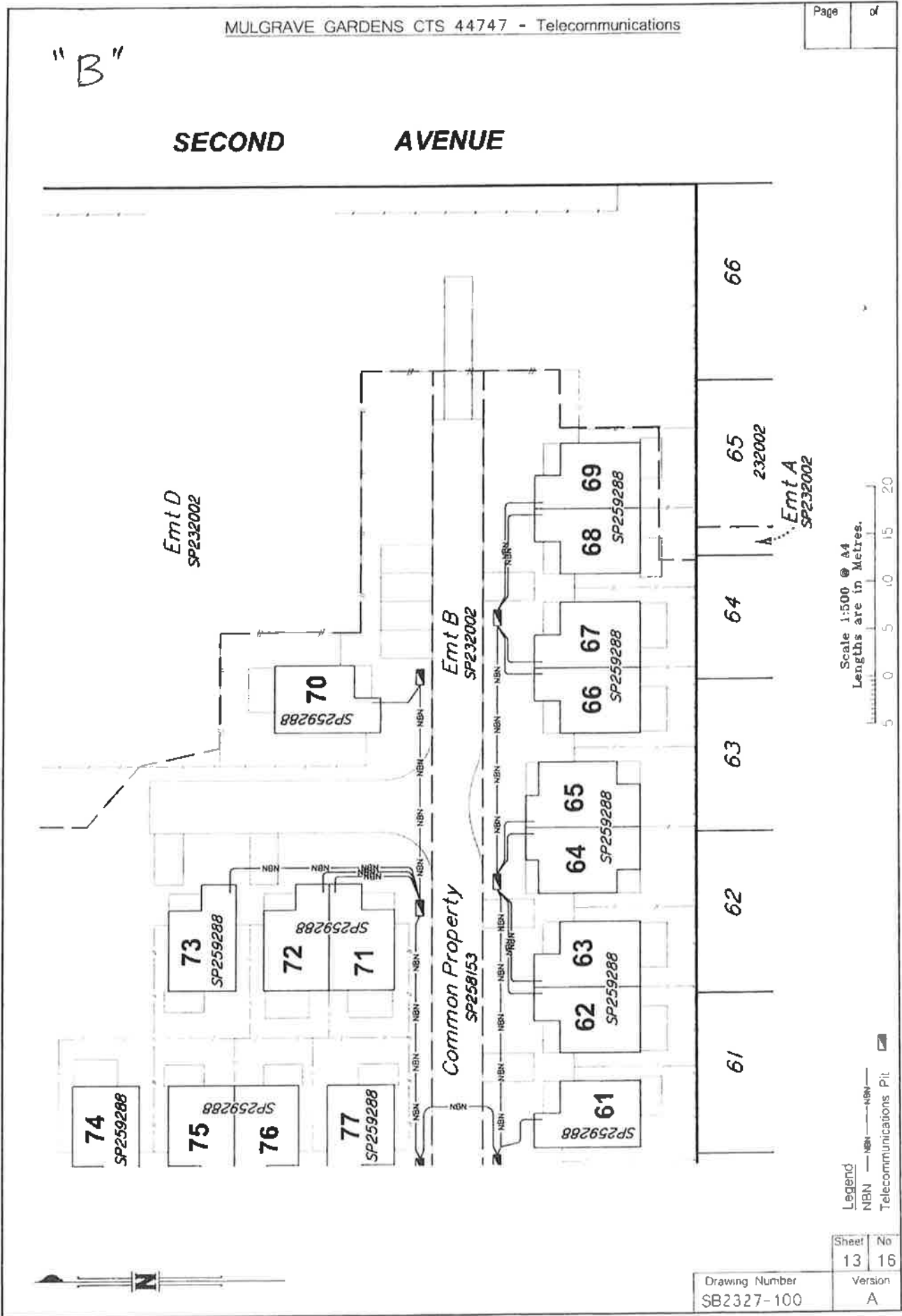
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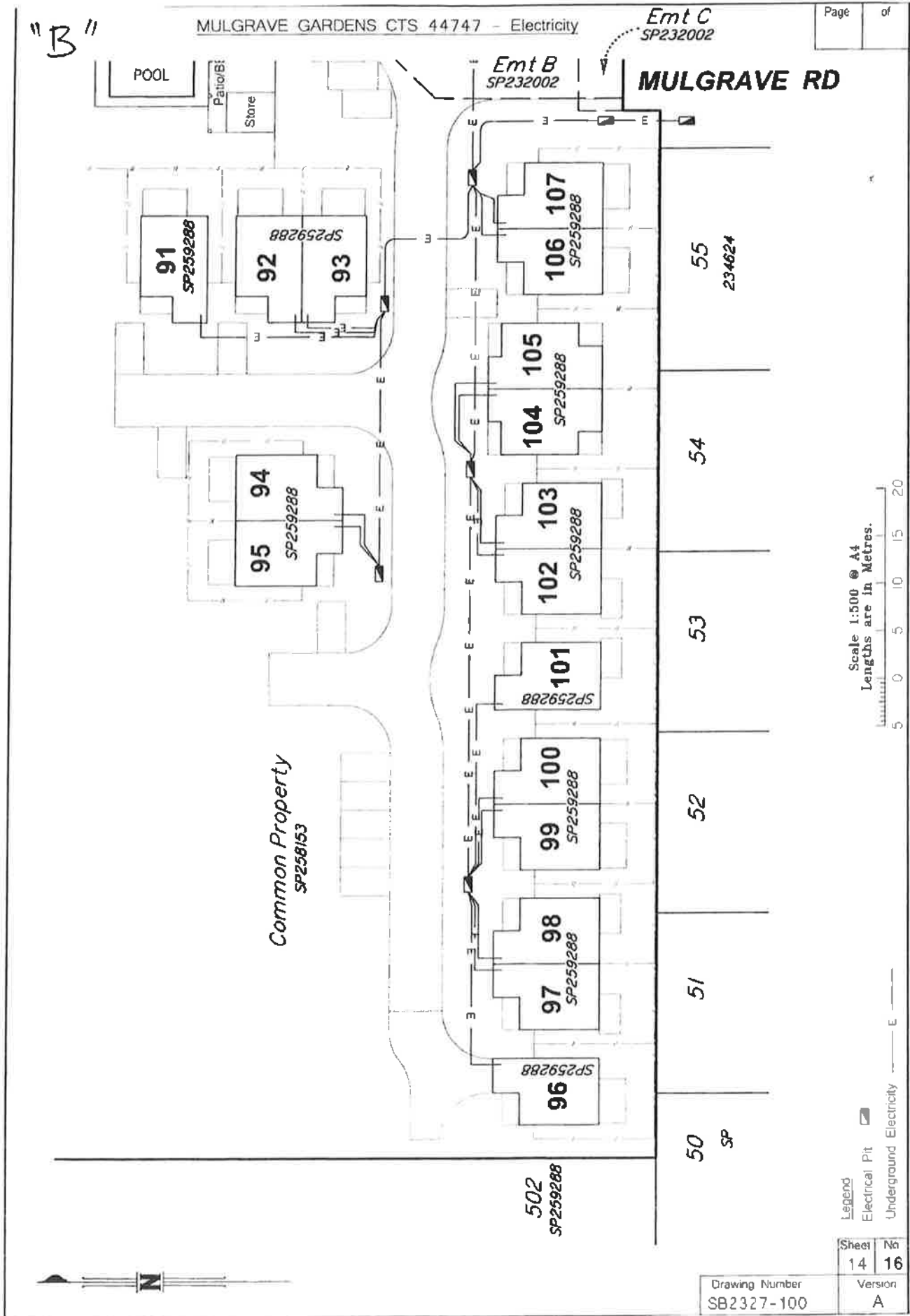
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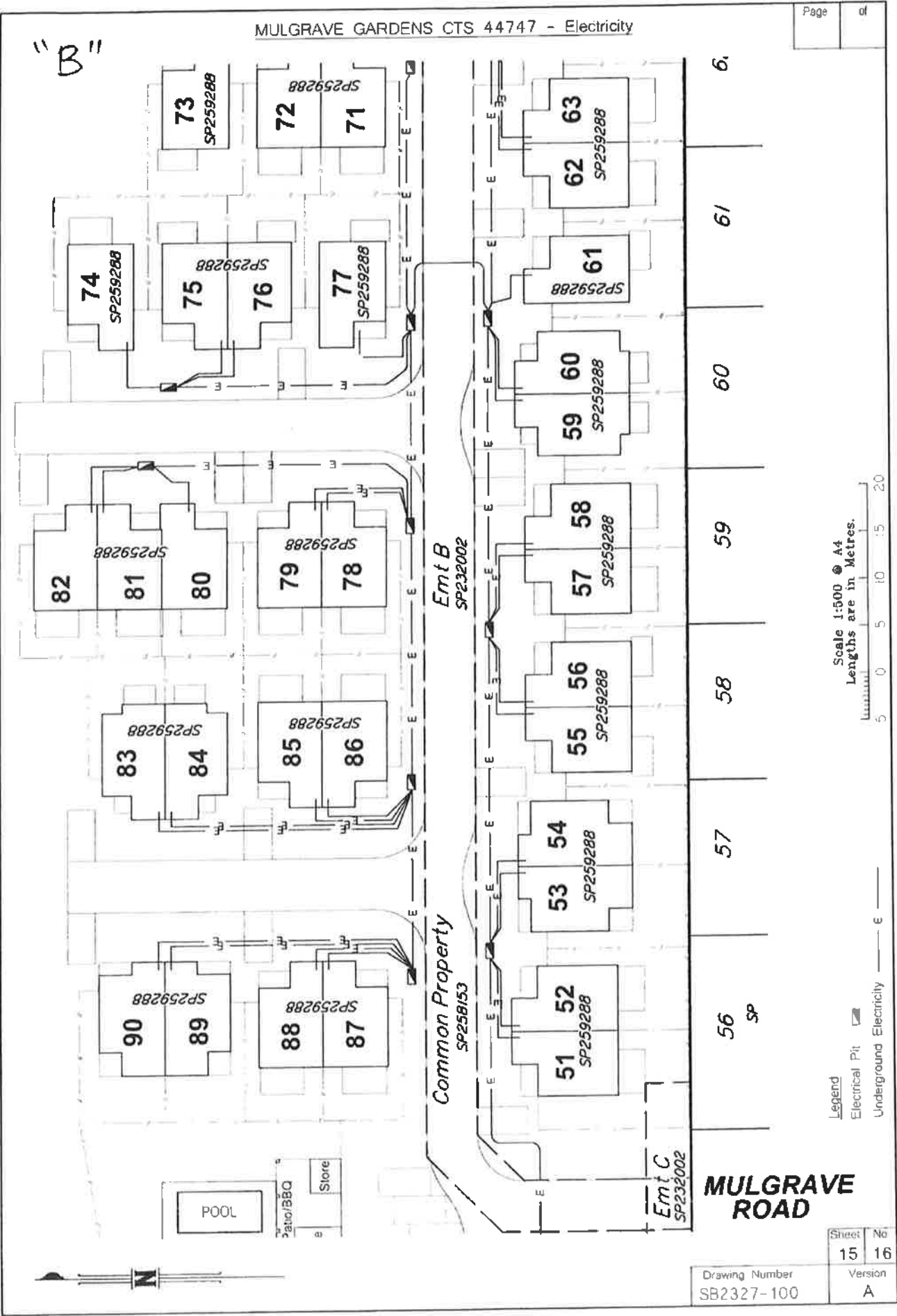
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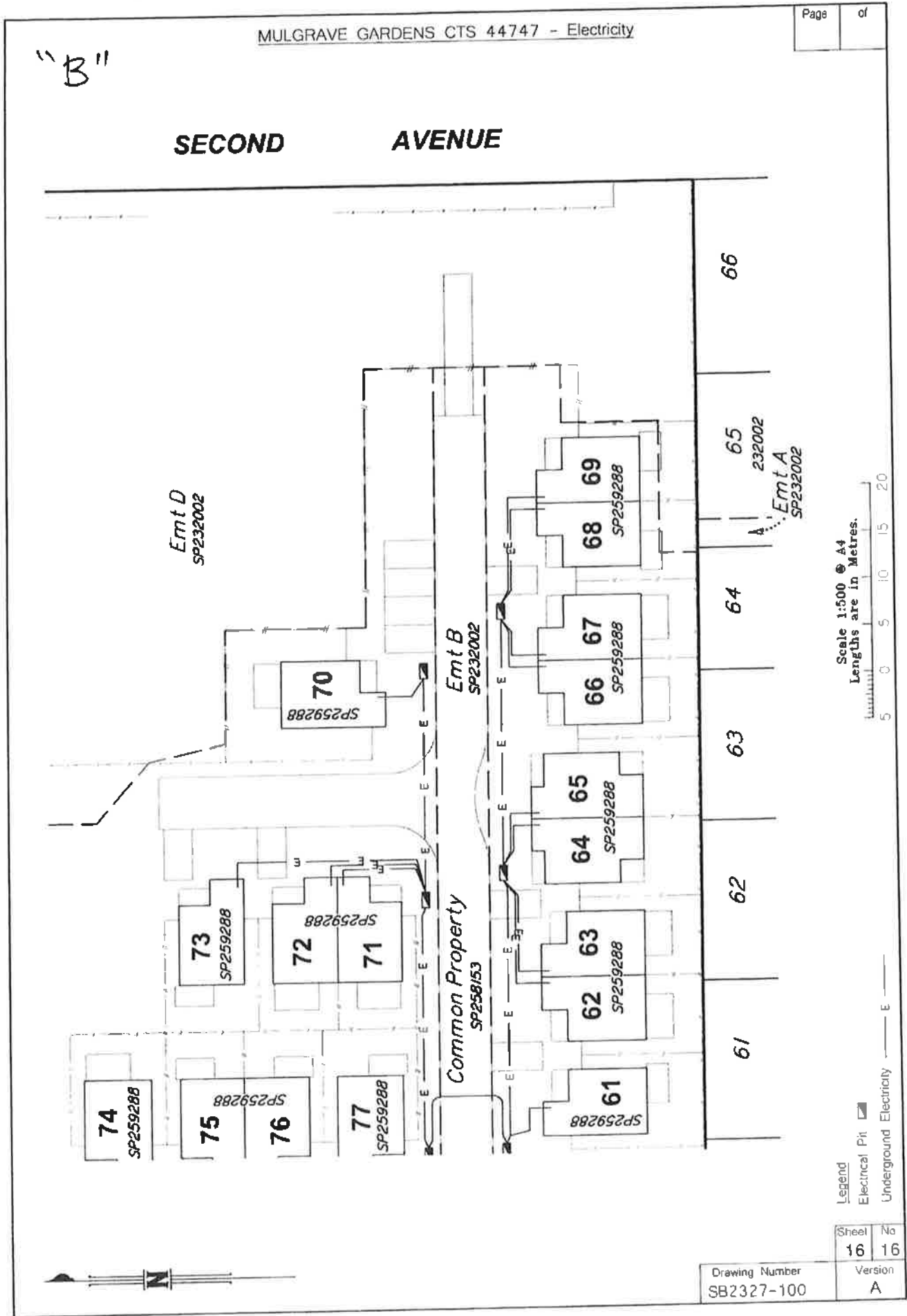
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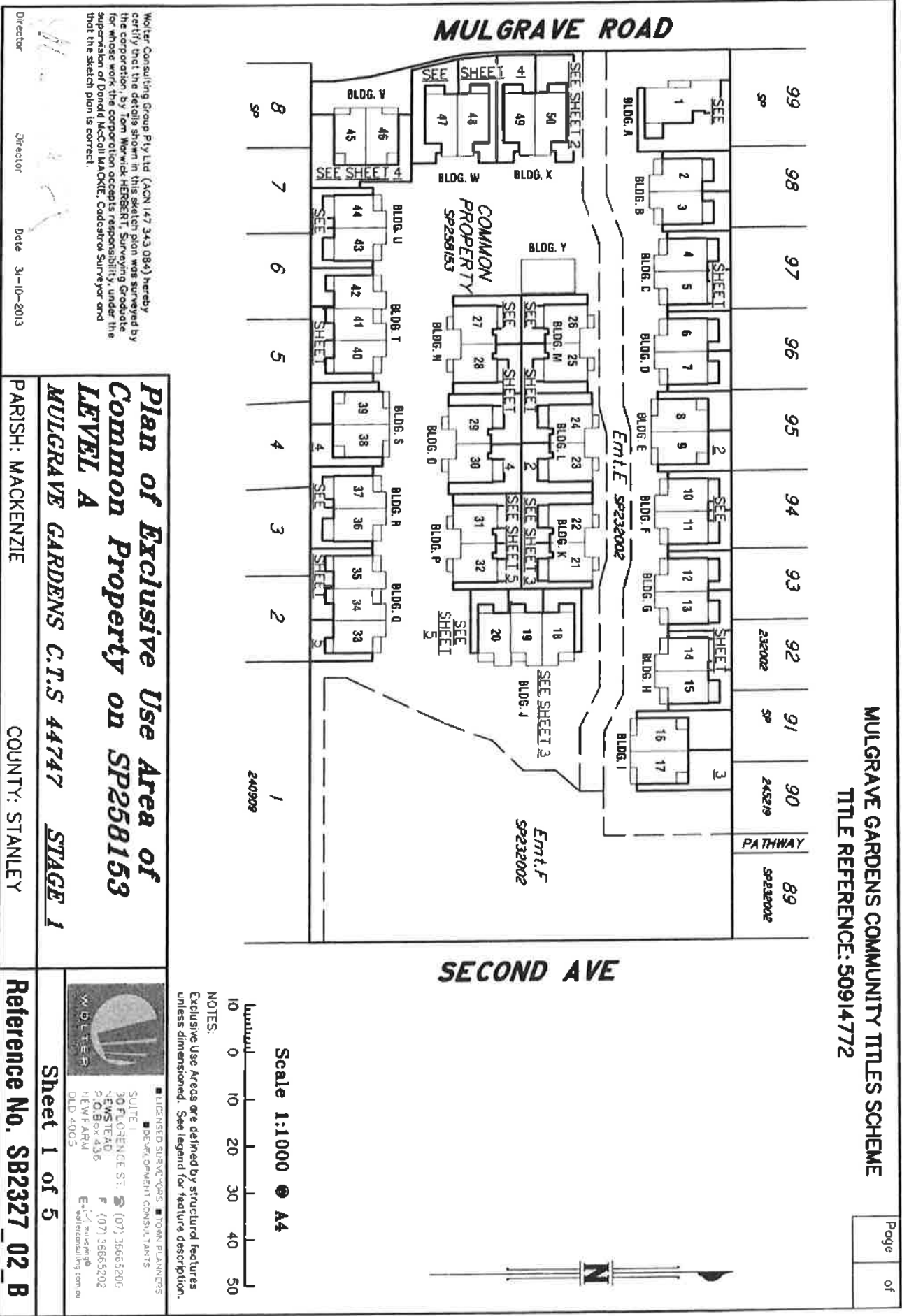
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP258153	Area 1A	Private Yard
Lot 2 on SP258153	Area 2A	Private Yard
Lot 3 on SP258153	Area 3A	Private Yard
Lot 4 on SP258153	Area 4A	Private Yard
Lot 5 on SP258153	Area 5A	Private Yard
Lot 6 on SP258153	Area 6A	Private Yard
Lot 7 on SP258153	Area 7A	Private Yard
Lot 8 on SP258153	Area 8A	Private Yard
Lot 9 on SP258153	Area 9A	Private Yard
Lot 10 on SP258153	Area 10A	Private Yard
Lot 11 on SP258153	Area 11A	Private Yard
Lot 12 on SP258153	Area 12A	Private Yard
Lot 13 on SP258153	Area 13A	Private Yard
Lot 14 on SP258153	Area 14A	Private Yard
Lot 15 on SP258153	Area 15A	Private Yard
Lot 16 on SP258153	Area 16A	Private Yard
Lot 17 on SP258153	Area 17A	Private Yard
Lot 18 on SP258153	Area 18A	Private Yard
Lot 19 on SP258153	Area 19A	Private Yard
Lot 20 on SP258153	Area 20A	Private Yard
Lot 21 on SP258153	Area 21A	Private Yard
Lot 22 on SP258153	Area 22A	Private Yard
Lot 23 on SP258153	Area 23A	Private Yard
Lot 24 on SP258153	Area 24A	Private Yard
Lot 25 on SP258153	Area 25A	Private Yard
Lot 26 on SP258153	Area 26A	Private Yard
Lot 27 on SP258153	Area 27A	Private Yard
Lot 28 on SP258153	Area 28A	Private Yard
Lot 29 on SP258153	Area 29A	Private Yard
Lot 30 on SP258153	Area 30A	Private Yard
Lot 31 on SP258153	Area 31A	Private Yard
Lot 32 on SP258153	Area 32A	Private Yard
Lot 33 on SP258153	Area 33A	Private Yard
Lot 34 on SP258153	Area 34A	Private Yard
Lot 35 on SP258153	Area 35A	Private Yard
Lot 36 on SP258153	Area 36A	Private Yard
Lot 37 on SP258153	Area 37A	Private Yard
Lot 38 on SP258153	Area 38A	Private Yard
Lot 39 on SP258153	Area 39A	Private Yard
Lot 40 on SP258153	Area 40A	Private Yard
Lot 41 on SP258153	Area 41A	Private Yard
Lot 42 on SP258153	Area 42A	Private Yard
Lot 43 on SP258153	Area 43A	Private Yard
Lot 44 on SP258153	Area 44A	Private Yard
Lot 45 on SP258153	Area 45A	Private Yard
Lot 46 on SP258153	Area 46A	Private Yard
Lot 47 on SP258153	Area 47A	Private Yard
Lot 48 on SP258153	Area 48A	Private Yard
Lot 49 on SP258153	Area 49A	Private Yard
Lot 50 on SP258153	Area 50A	Private Yard
Lot 51 on SP259288	Area 51A	Private Yard
Lot 52 on SP259288	Area 52A	Private Yard
Lot 53 on SP259288	Area 53A	Private Yard
Lot 54 on SP259288	Area 54A	Private Yard

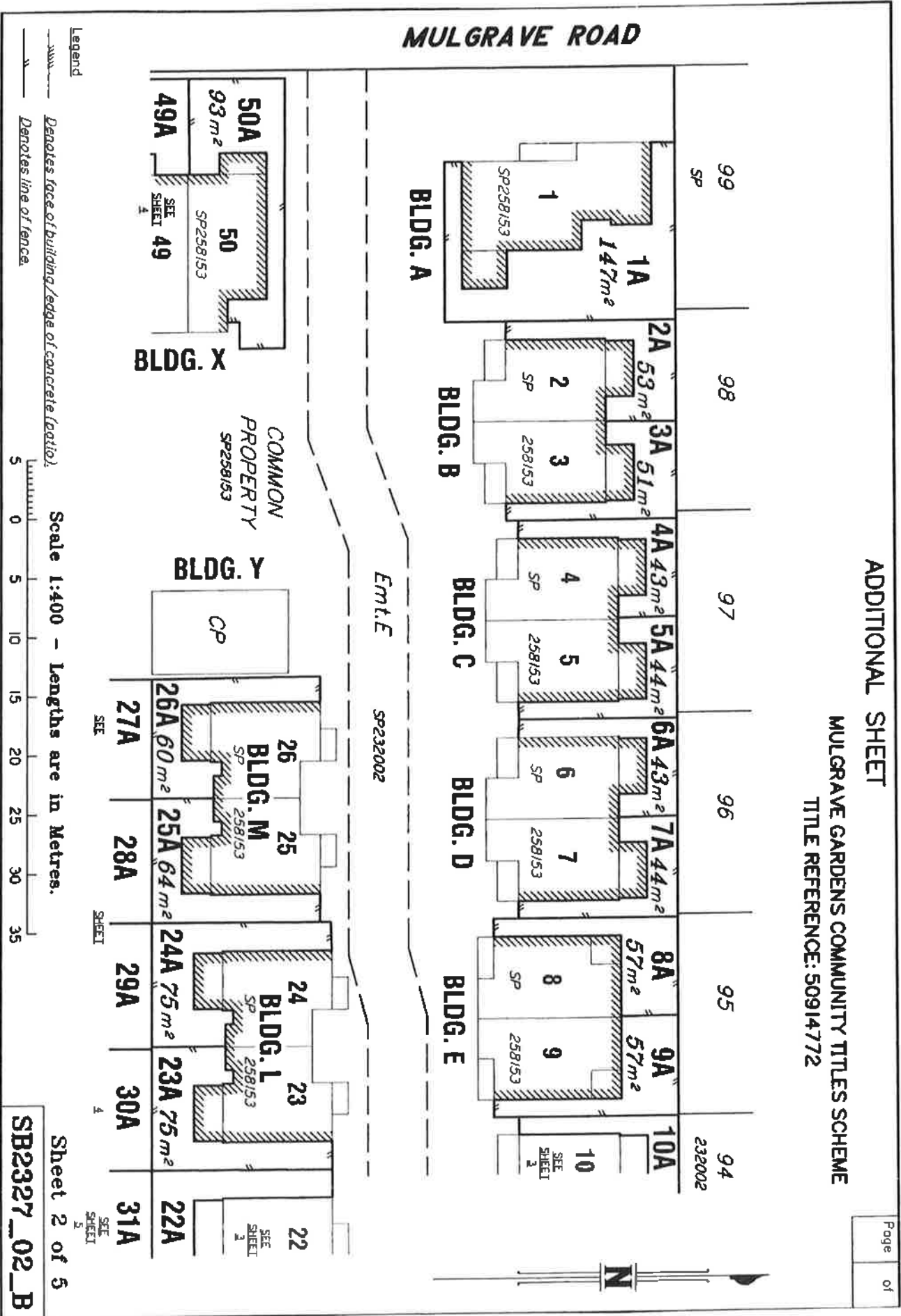
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Lot 55 on SP259288	Area 55A	Private Yard
Lot 56 on SP259288	Area 56A	Private Yard
Lot 57 on SP259288	Area 57A	Private Yard
Lot 58 on SP259288	Area 58A	Private Yard
Lot 59 on SP259288	Area 59A	Private Yard
Lot 60 on SP259288	Area 60A	Private Yard
Lot 61 on SP259288	Area 61A	Private Yard
Lot 62 on SP259288	Area 62A	Private Yard
Lot 63 on SP259288	Area 63A	Private Yard
Lot 64 on SP259288	Area 64A	Private Yard
Lot 65 on SP259288	Area 65A	Private Yard
Lot 66 on SP259288	Area 66A	Private Yard
Lot 67 on SP259288	Area 67A	Private Yard
Lot 68 on SP259288	Area 68A	Private Yard
Lot 69 on SP259288	Area 69A	Private Yard
Lot 70 on SP259288	Area 70A	Private Yard
Lot 71 on SP259288	Area 71A	Private Yard
Lot 72 on SP259288	Area 72A	Private Yard
Lot 73 on SP259288	Area 73A	Private Yard
Lot 74 on SP259288	Area 74A	Private Yard
Lot 75 on SP259288	Area 75A	Private Yard
Lot 76 on SP259288	Area 76A	Private Yard
Lot 77 on SP259288	Area 77A	Private Yard
Lot 78 on SP259288	Area 78A	Private Yard
Lot 79 on SP259288	Area 79A	Private Yard
Lot 80 on SP259288	Area 80A	Private Yard
Lot 81 on SP259288	Area 81A	Private Yard
Lot 82 on SP259288	Area 82A	Private Yard
Lot 83 on SP259288	Area 83A	Private Yard
Lot 84 on SP259288	Area 84A	Private Yard
Lot 85 on SP259288	Area 85A	Private Yard
Lot 86 on SP259288	Area 86A	Private Yard
Lot 87 on SP259288	Area 87A	Private Yard
Lot 88 on SP259288	Area 88A	Private Yard
Lot 89 on SP259288	Area 89A	Private Yard
Lot 90 on SP259288	Area 90A	Private Yard
Lot 91 on SP259288	Area 91A	Private Yard
Lot 92 on SP259288	Area 92A	Private Yard
Lot 93 on SP259288	Area 93A	Private Yard
Lot 94 on SP259288	Area 94A	Private Yard
Lot 95 on SP259288	Area 95A	Private Yard
Lot 96 on SP259288	Area 96A	Private Yard
Lot 97 on SP259288	Area 97A	Private Yard
Lot 98 on SP259288	Area 98A	Private Yard
Lot 99 on SP259288	Area 99A	Private Yard
Lot 100 on SP259288	Area 100A	Private Yard
Lot 101 on SP259288	Area 101A	Private Yard
Lot 102 on SP259288	Area 102A	Private Yard
Lot 103 on SP259288	Area 103A	Private Yard
Lot 104 on SP259288	Area 104A	Private Yard
Lot 105 on SP259288	Area 105A	Private Yard
Lot 106 on SP259288	Area 106A	Private Yard
Lot 107 on SP259288	Area 107A	Private Yard

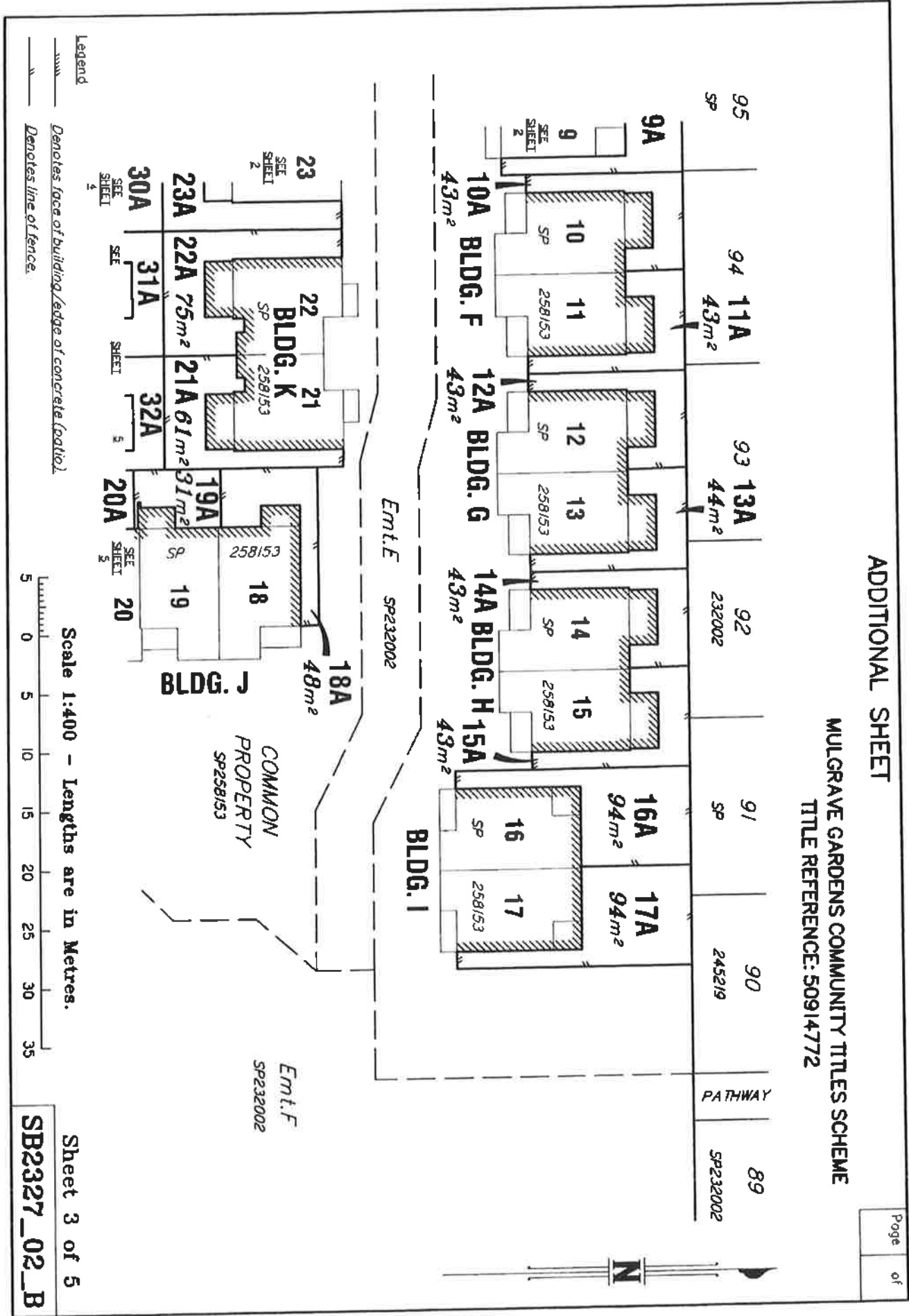
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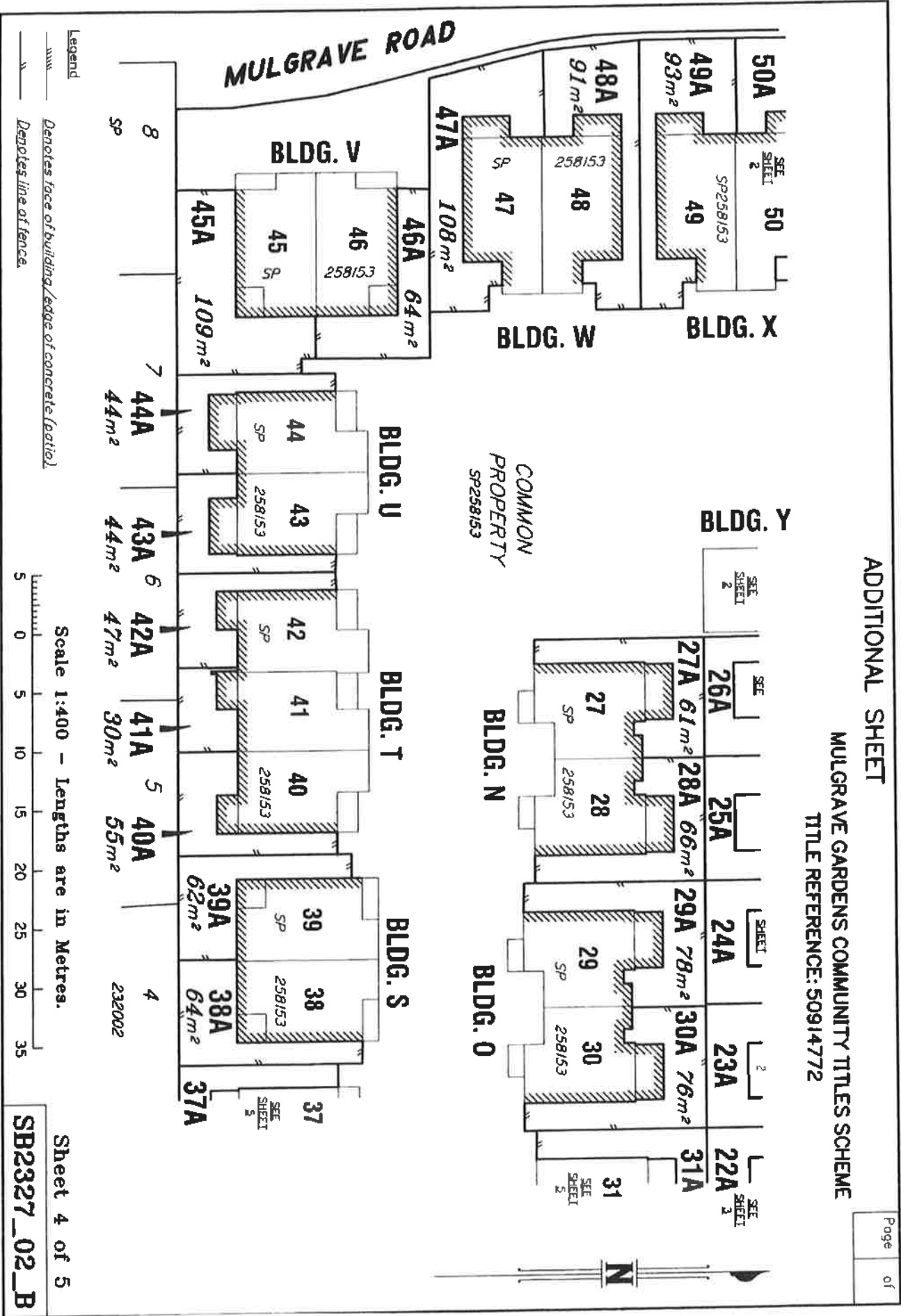
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Title Reference [50914772]



ADDITIONAL SHEET

MULGRAVE GARDENS COMMUNITY TITLES SCHEME

TITLE REFERENCE: 50914772



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Sheet 5 of 5

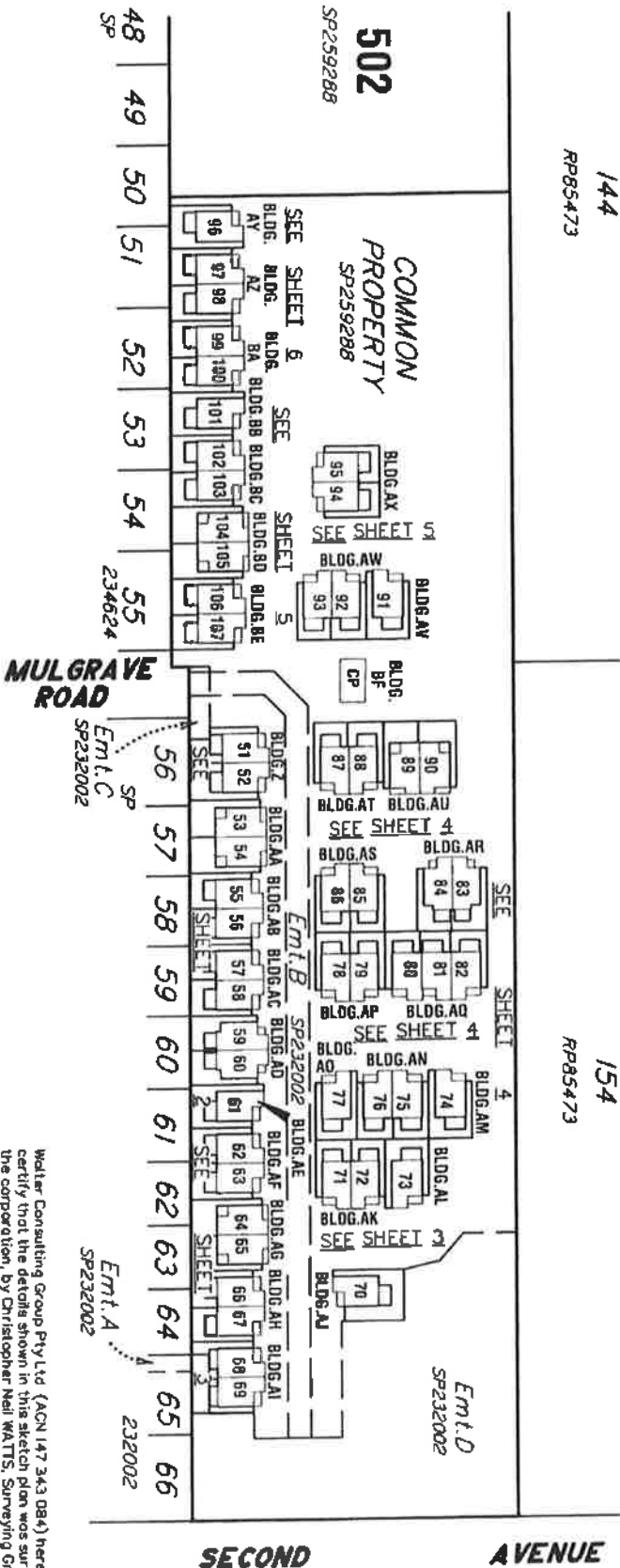
SB2327_02_B

Title Reference [50914772]

MULGRAVE GARDENS COMMUNITY TITLES SCHEME
TITLE REFERENCE: 50914772

EXCLUSIVE USE PLAN

Page of



Scale 1:1500 A4 - Lengths are in Metres.

Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that the details shown in this sketch plan was surveyed by the corporation, by Christopher Neil WATTS, Surveying Graduate for whose work, the corporation accepts responsibility, under the supervision of Donald McCall MAOULE, Cadastral Surveyor and that the sketch plan is correct.

Director

Director

31-10-2013

Date



NOTES:
Exclusive Use Areas are defined by structural features unless dimensioned. See legend for feature description.

■ LICENSED SURVEYORS ■ TOWN PLANNERS
■ DEVELOPMENT CONSULTANTS

SUITE 1
30 FLORENCE ST.
NEWSLEAD
P.O. Box 436
NEW FARM
OLD 4005

(07) 36665200
F (07) 36665202
E wolterconsulting.com.au

Plan of Exclusive Use Areas of
Common Property on SP259288
Level A
MULGRAVE GARDENS C.T.S. 44747
STAGE 2
PARISH: MACKENZIE COUNTY: STANLEY

Scale: 1:1500

Sheet 1 of 6

SB2328-02-B

Title Reference [50914772]

EXCLUSIVE USE PLAN

Page of

MULGRAVE GARDENS COMMUNITY TILES SCHEME
TITLE REFERENCE: 50914772

MUL GRAVE ROAD

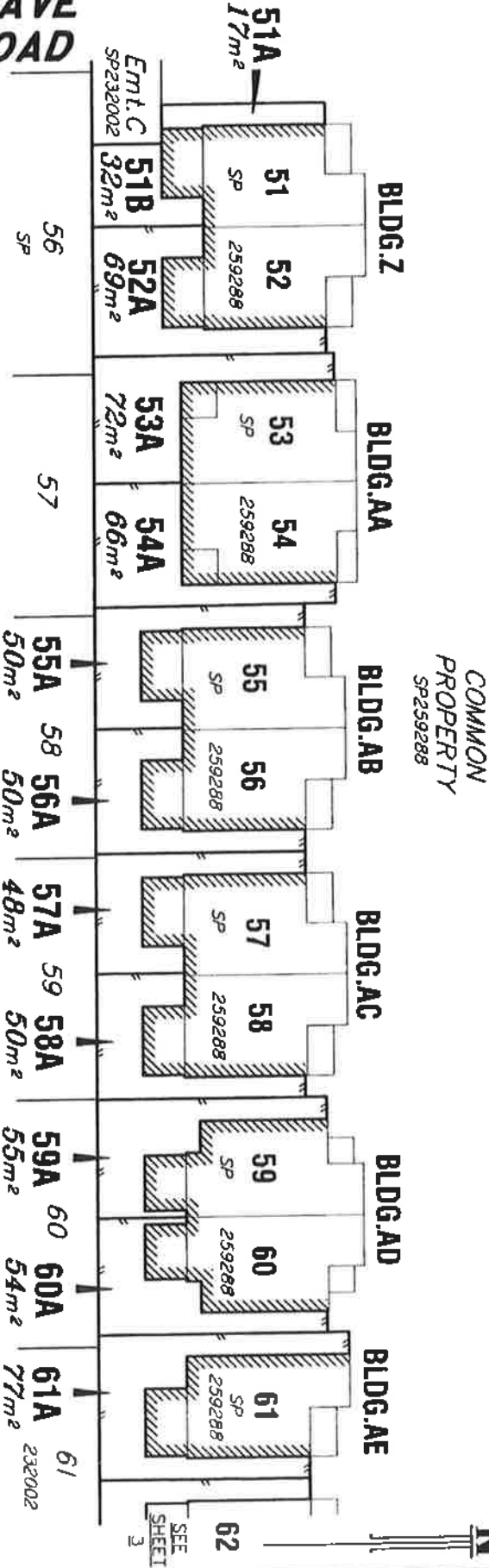
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Legend
Denotes face of building/edge of concrete (paving).
Denotes line of fence.

Sheet 2 of 6

SB2328_02_B



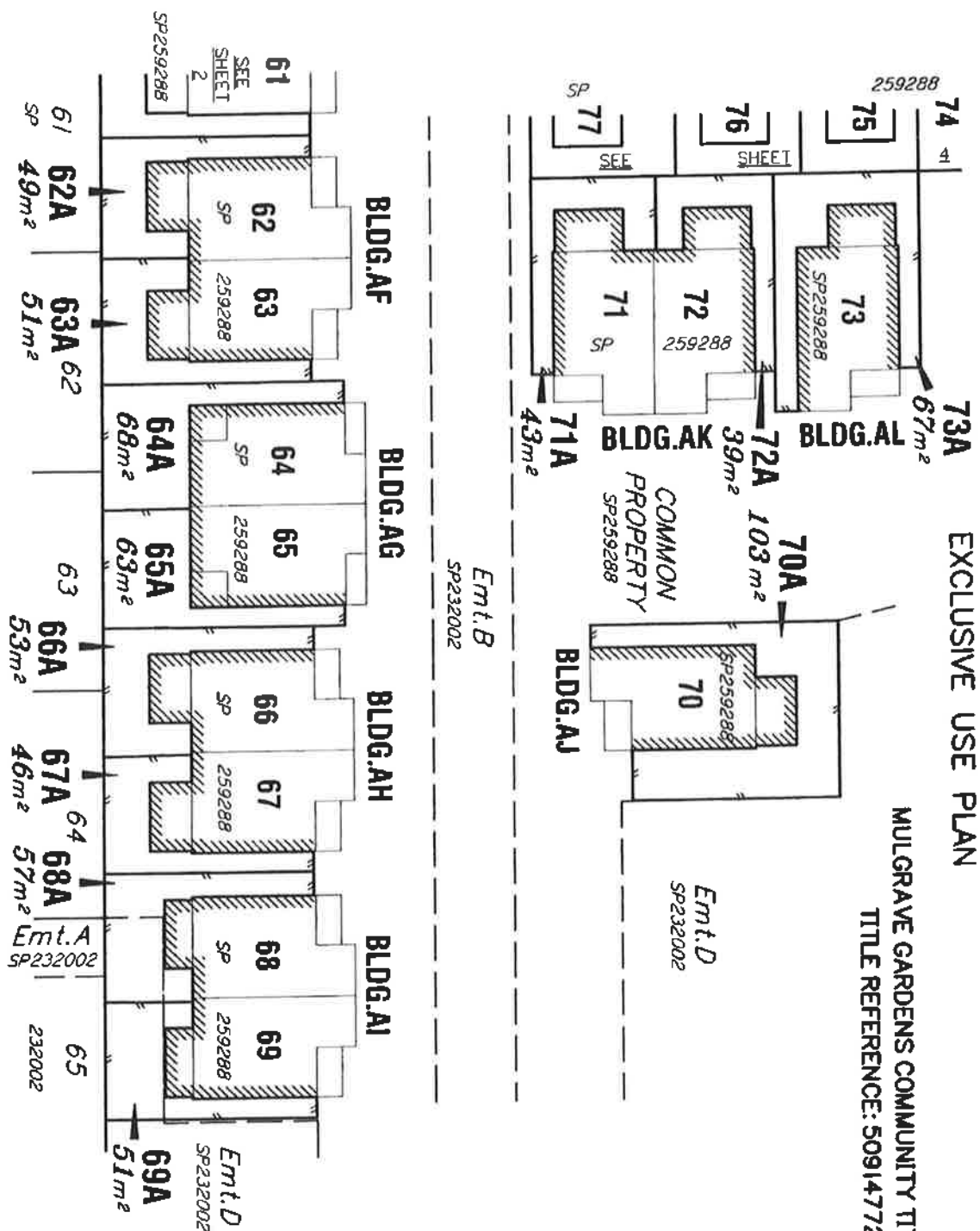
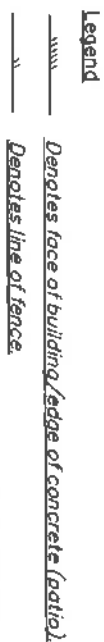
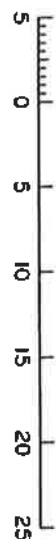
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Legend

	<i>Denotes face of building/edge of concrete (patio).</i>
	
	<i>Denotes line of fence.</i>

Sheet 3 of 6

SB2328_02-B



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MULGRAVE GARDENS COMMUNITY TILES SCHEME

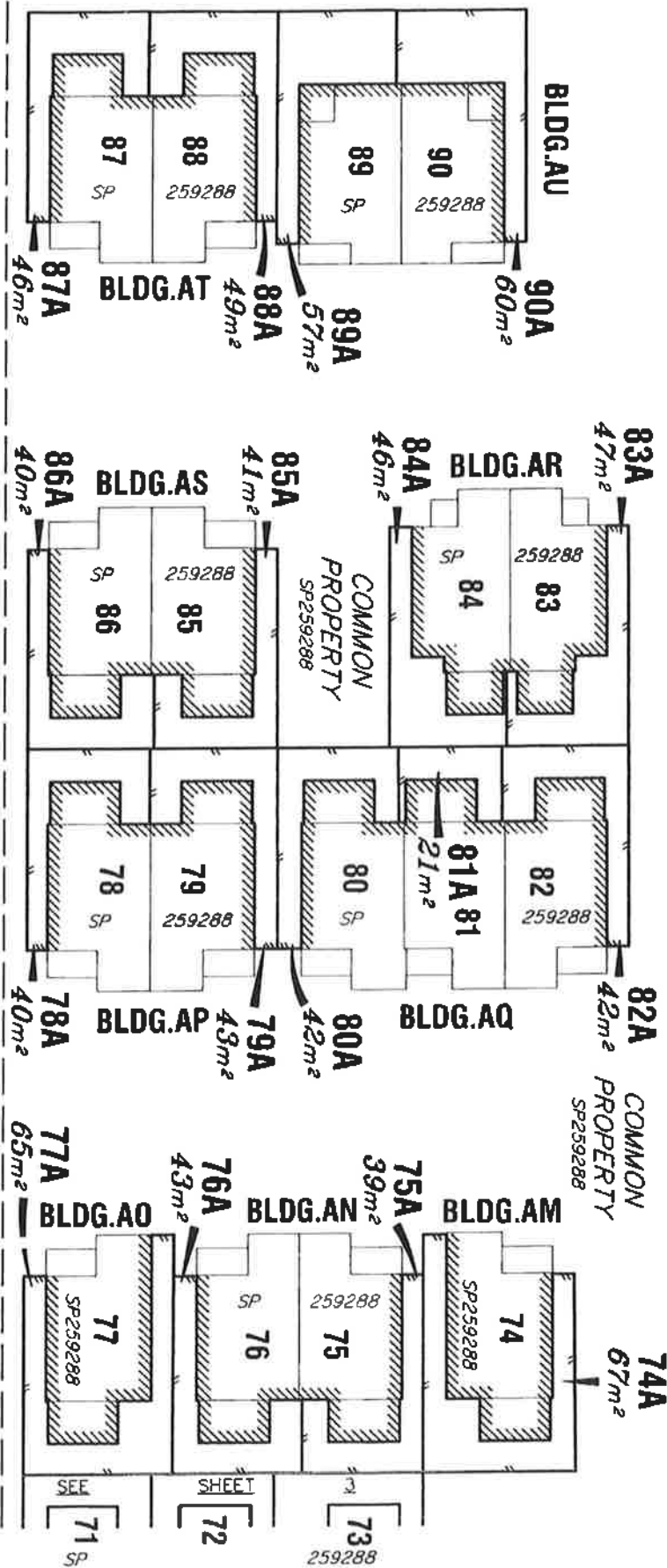
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Title Reference [50914772]

EXCLUSIVE USE PLAN

MULGRAVE GARDENS COMMUNITY TILES SCHEME

TITLE REFERENCE: 50914772



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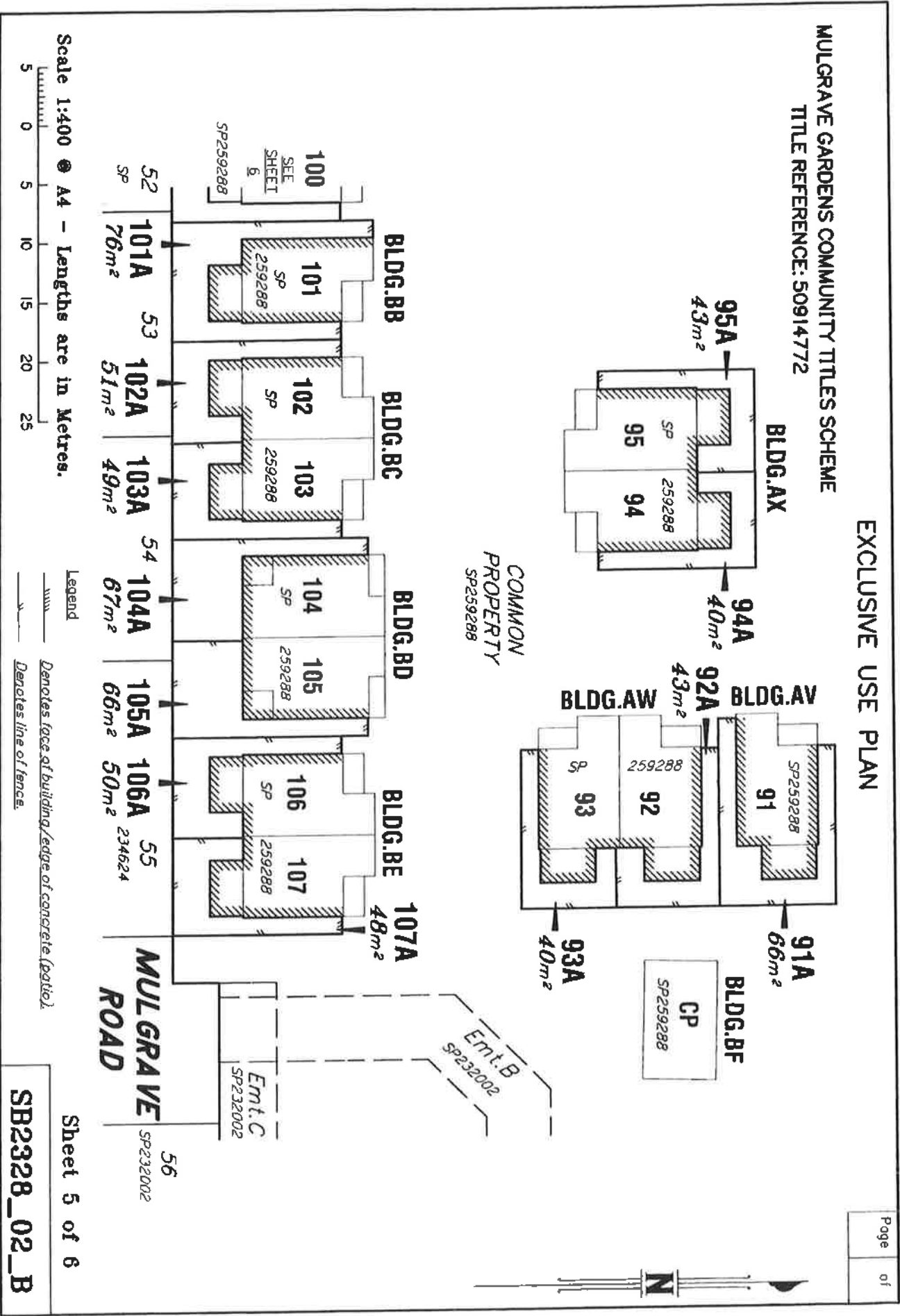
Legend
Denotes face of building/edge of concrete (pavil)
Denotes line of fence.

Sheet 4 of 6

SB2328_02_B

Page of

Title Reference [50914772]



EXCLUSIVE USE PLAN

COMMON
PROPERTY
SP259286



Denotes face of building/edge of concrete (ratio).

SB2328_02_B



02 October 2025

MULGRAVE GARDENS CTS 44747
Registered for GST

ABN 32 686 965 769

Tax Invoice

SEARCH X

Ref

Re Lot 21 MULGRAVE GARDENS CTS 44747

Fee 84.10 Paid

Above Fee includes GST

Enclosed is a BCCM Form 33 - Body Corporate Certificate as requested. Please arrange for all outstanding levies to be adjusted at settlement and payment forwarded to us together with a completed BCCM Form 8. Please impress upon your client the necessity to return the BCCM Form 8 to our office promptly, to ensure their interest in the lot is duly recorded.

Should you require any further information please contact our office.

Your faithfully,
Body Corporate Manager
For the Secretary
Strata Sphere Management Pty Ltd
PO Box 6418
GCMC QLD 9726
Phone: 07 5591 6849
Email: manager@stratasphere.com.au

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 02/10/2025

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

MULGRAVE GARDENS

CTS No. **44747**

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: **Suzanne Cubbin**

Company: **StrataSphere Management**

Phone: **07 5591 6849**

Email: **manager@stratasphere.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: **21**

Plan type and number: **SP 258153**

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 contains the by-laws in Schedule C of that statement

Exclusive use areas

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

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

Yes

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

Listed in the community management statement and, where applicable, in an agreement with a caretaking service contractor

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **10**

Total contribution schedule lot entitlements for all lots: **1,070**

Interest schedule

Interest schedule lot entitlement for the lot: **84**

Total interest schedule lot entitlements for all lots: **10,256**

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 **21** for the current financial year: \$ **3,312.08**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/05/25 to 31/07/25	01/05/25	811.39	811.39	24/04/25
01/08/25 to 31/10/25	01/08/25	811.39	811.39	29/07/25
01/11/25 to 31/01/26	01/11/25	844.65	844.65	
01/02/26 to 30/04/26	01/02/26	844.65	844.65	
01/05/26****31/07/26	01/05/26	828.02	828.02	
01/08/26****31/10/26	01/08/26	828.02	828.02	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				\$844.65

Sinking fund contributions

Total amount of contributions (before any discount) for lot **21** for the current financial year: \$ **981.30**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/05/25 to 31/07/25	01/05/25	292.06	292.06	24/04/25
01/08/25 to 31/10/25	01/08/25	292.06	292.06	29/07/25
01/11/25 to 31/01/26	01/11/25	198.59	198.59	
01/02/26 to 30/04/26	01/02/26	198.59	198.59	
01/05/26****31/07/26	01/05/26	245.33	245.33	
01/08/26****31/10/26	01/08/26	245.33	245.33	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				\$198.59

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/05/25 to 31/07/25	01/05/25	161.22	161.22	24/04/25
Insurance	01/08/25 to 31/10/25	01/08/25	161.22	161.22	29/07/25
Insurance	01/11/25 to 31/01/26	01/11/25	234.54	234.54	
Insurance	01/02/26 to 30/04/26	01/02/26	234.54	234.54	
Insurance	01/05/26 to 31/07/26	01/05/26	23.56	23.56	
Insurance	01/08/26 to 31/10/26	01/08/26	23.56	23.56	

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 \$1,277.78)	Nil

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): \$ 327,201.92

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.

Seller to Disclose

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
Chlorinator	Plant and Machinery		SWIMART BEENLEIGH 52-60 Logan River Road BEENLEIGH QLD 4207	\$3,050.00	\$0.00	\$3,050.00
Toro XLS420 Lawn Tractor code - 71255 serial # 312000254	Plant and Machinery	21/02/13	The Mower Place 8 Central Court Browns Plains 4118 QLD	\$0.00	\$0.00	\$2,950.00
UMK425LNU LOOP code UMK425	Plant and Machinery	21/02/13	The Mower Place 8 Central Court Browns Plains 4118 QLD	\$0.00	\$0.00	\$399.00
Honda HHB25 U Red Blower HHB25	Plant and Machinery	21/02/13	The Mower Place 8 Central Court Browns Plains 4118 QLD	\$0.00	\$0.00	\$399.00
Honda HRU196M1 Mower Mulch/Catch Code HRU196M	Plant and Machinery	21/02/13	The Mower Place 8 Central Court Browns Plains 4118 QLD	\$0.00	\$0.00	\$965.00
Edger Domestic Delux Model 440 Code - 20440	Plant and Machinery	21/02/13	The Mower Place 8 Central Court Browns Plains 4118 QLD	\$0.00	\$0.00	\$549.00
Secuzone 8Ch DVR D1 H264 AVSEDV811NHO	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah 4128 QLD	\$0.00	\$0.00	\$481.77
PCHD2TB	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah 4128 QLD	\$0.00	\$0.00	\$226.36
ML-CMR7082X3.6P 1/3" Exview HAD CCD Sensor 30M IR LED	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah 4128 QLD	\$0.00	\$0.00	\$1,172.59
Sony 1/3" Exview HAD CCD Senso ML-CMR7384X10P DC 12V 100M IR LED	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah 4128 QLD	\$0.00	\$0.00	\$1,636.27
2.8 - 12mm Lens IR LED 30M MI-PIH-2172IR	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah QLD 4128	\$0.00	\$0.00	\$618.09
Sony 1/3" Exview HAD CCD Senso ML-CMR7284X2.4P 70M IR LED AC 24V	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah 4128 QLD	\$0.00	\$0.00	\$527.23
PCMON22W	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah 4128 QLD	\$0.00	\$0.00	\$171.82
Sapido SAP-MB-112	Office Equipment	20/08/13	OzSpy Slacks Creek 1/1 Murrays Road Tanah Merah 4128 QLD	\$0.00	\$0.00	\$226.36

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
CCTV Equipment *Refer to invoice	Furniture & Fittings	12/12/13	OzSpy - Slacks Creek 1/1 Murrays Rd TANAH MERAH QLD 4128	\$4,632.25	\$0.00	\$4,632.25
Toro timecutter ZS4200TF 42" Fab Deck Serial #: 313000897	Plant and Machinery	12/12/13	The Mower Place 8 Central Court BROWNS PLAINS QLD 4118	\$4,999.00	\$0.00	\$4,999.00
Personalized Managers' Manual	Office Equipment	10/11/15	Body Corporate Systems	\$0.00	\$0.00	\$330.00
Repl Recorder/monito	Office Equipment	27/03/17	ASA SECURITY ALARMS PO Box 80 Nerang QLD 4211	\$1,045.00	\$0.00	\$1,045.00
Install CCTV	Furniture & Fittings	10/11/17	SECURITY EYES QLD P/L 2/46 Compton Road Woodridge 4114	\$1,595.00	\$0.00	\$1,595.00
CCTV Cameras	Plant and Machinery	23/10/18	SECURITY EYES QLD P/L 2/46 Compton Road Woodridge 4114	\$3,595.35	\$0.00	\$3,595.35
Poolwerx Aquawize AW4 Robotic Pool Cleaner - 2-Year Warranty - Includes Caddy & Swivel Cable	Plant and Machinery	27/07/21	Poolwerx Indoороopilly	\$0.00	\$0.00	\$2,190.00
Cleaner Irident Hydro Robotic	Plant and Machinery	19/08/21	Swimart bought by osm then reimburse	\$0.00	\$0.00	\$1,865.90
2 in 1 Pet FC5 1.055-404.0	Plant and Machinery	27/02/22	Bunnings Warehouse Underwood Bought by OSM then reimbursed	\$19.57	\$0.00	\$379.00
Telescopic tool only R18TPS-O	Plant and Machinery	27/02/22	Bunnings Warehouse Underwood Bought by OSM then reimbursed	\$0.00	\$0.00	\$219.00
WV6 Plus 1633-511.0	Plant and Machinery	27/02/22	Bunnings Warehouse Underwood Bought by OSM then reimbursed	\$0.00	\$0.00	\$199.00
LINE TRIMMER Makite cordless	Plant and Machinery	23/03/22	Bunnings	\$0.00	\$0.00	\$669.00
Vaccum cleaner VAX 2400W POWER 7 VX 72	Plant and Machinery	09/06/22	Bought by OSM them reimburse on 01/10/2022	\$0.00	\$0.00	\$199.00
Battery Power tool Ryobi 18V 4.0AH compact RB18400	Plant and Machinery	02/07/22	Bought by OSM then reimburse on 01/10/2022	\$0.00	\$0.00	\$139.00
Secateurs Cordless	Plant and Machinery	12/07/22	Bought by osm then reimburse on 06/11/22	\$0.00	\$0.00	\$139.00
Lawn mower c/less kit makita 18VX2 LI-ION DLM464PT2	Plant and Machinery	01/10/22	Bought by osm them reimburse 11/01/23	\$0.00	\$0.00	\$660.00
Hedge trimmer cordless RYOBI	Plant and Machinery	06/11/22	Bought by OSM then reimburse	\$0.00	\$0.00	\$169.00

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
18V SHRUB&SHEARS			on 06/11/22			
18V SKIN R18XSEC20	Plant and Machinery	08/02/24	BUNNINGS - INDOORROOPILLY	\$0.00	\$0.00	\$215.00
			Bought by OSM then reimbursed			
18V 6INCH BLADE OPS18	Plant and Machinery	08/02/24	BUNNINGS - INDOORROOPILLY	\$0.00	\$0.00	\$149.00
			Bought by OSM then reimbursed			
3600 gpw-3600	Plant and Machinery	10/04/24	BUNNINGS - BROWNS PLAINS	\$0.00	\$0.00	\$199.00
			Bought by OSM then reimbursed			

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 Longitude Insurance Pty Ltd	LNG-STR-20032713	51,035,285.00	98,104.49	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
FLOOD Longitude Insurance Pty Ltd	LNG-STR-20032713	INCLUDED		31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
PUBLIC LIABILITY Longitude Insurance Pty Ltd	LNG-STR-20032713	10,000,000.00	Included	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
OFFICE BEARERS LIABI Longitude Insurance Pty Ltd	LNG-STR-20032713	1,000,000.00	Included	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
COMMON CONTENTS Longitude Insurance Pty Ltd	LNG-STR-20032713	510,353.00	Included	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
LOSS OF RENT Longitude Insurance Pty Ltd	LNG-STR-20032713	12,758,821.00	Included	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
FIDELITY GUARANTEE Longitude Insurance Pty Ltd	LNG-STR-20032713	100,000.00	Included	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
CATASTROPHE Longitude Insurance Pty Ltd	LNG-STR-20032713	30% of BSI	Included	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
GOV AUDIT COS Longitude Insurance Pty Ltd	LNG-STR-20032713	30,000.00	Included	31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
LOT OWNERS FIXTURES Longitude Insurance Pty Ltd	LNG-STR-20032713	300,000.00		31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood

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
APPEAL EXPENSES Longitude Insurance Pty Ltd	LNG-STR-20032713	150,000.00		31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
LEGAL DEFENCE EXP Longitude Insurance Pty Ltd	LNG-STR-20032713	50,000.00		31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood
VOLUNTARY WORKERS Longitude Insurance Pty Ltd	LNG-STR-20032713	\$200,000/\$2,000		31/05/26	\$2,000 All claims \$5,000 Water damage \$10,000 Flood

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: Ballers Brothers Pty Ltd ATF Ballers Brothers Unit Trust

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

Yes - Name of authorised letting agent: Ballers Brothers Pty Ltd ATF Ballers Brothers Unit Trust

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 StrataSphere Management

Positions/s held Body Corporate Manager

Date 02/10/2025

Signature/s Strata Sphere Management, on behalf of The Body Corporate

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

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

**Item
1****1.1 Lessor**

Name/trading name Sunrise Real Estate Pty Ltd T/A Mulgrave Gardens on Behalf of The Owner

Address

1/17-27 Mulgrave Road

Marsden

QLD

Postcode 4132

1.2 Phone

Mobile

0447 875 200

Email

mulgravegardens@gmail.com

**Item
2****2.1 Tenant/s**

1. Full name/s Corinda Cameron

Phone

0481 158 612

Email

louisejane991@gmail.com

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list**Item
3****3.1 Agent** If applicable. See clause 43

Full name/trading name Sunrise Realestate Pty Ltd T/as Mulgrave Gardens

Address

1/17-27 Mulgrave Road

Marsden

QLD

Postcode 4132

3.2 Phone

Mobile

0447875200

0472764565

Email

mulgravegardens@gmail.com

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 LessorEmail Yes ☐ No ☒ mulgravegardens@gmail.comFacsimile Yes ☐ No ☒**4.2 Tenant/s**Email Yes ☒ No ☐ louisejane991@gmail.comFacsimile Yes ☐ No ☒**4.3 Agent**Email Yes ☒ No ☐ mulgravegardens@gmail.comFacsimile Yes ☐ No ☒**Item 5** 5.1 Address of the rental premises

21/17-27 Mulgrave Road

Marsden

QLD

Postcode 4132

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

As per Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions**Item 6** 6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 24 / 09 / 2024

6.3 Ending on 24 / 09 / 2025

Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 Rent \$ 530 per ☒ week ☐ fortnight ☐ month See clause 8(1)

When was the rent for the premises last increased?

Date

/ /

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 8 Rent must be paid on the

Due day

day of each

week

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Direct to Trust, Cheque or Money Order

Details for direct credit

BSB no. 034063

Bank/building society/credit union

Westpac

Account no. 576571

Account name

Sunrise Real Estate Trust Account

Payment reference

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

To be advised by Agent.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Item 11 **Rental bond amount** See clause 13

Item 12 **12.1 The services supplied to the premises for which the tenant must pay** See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No
 Gas ☒ Yes ☐ No Type See special terms (page 11)
 Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☒ Yes ☐ No

Item 13 **If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.**

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity Any other service stated in item 12.1
 Gas See special terms (page 11)
 Phone

Item 14 **How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)

Electricity
 Gas
 Phone
 Any other service stated in item 12.1
 See special terms (page 11)

Item 15 **Number of persons allowed to reside at the premises** See clause 23

Item 16 **16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** ☒ Yes ☐ No
 See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☒ Yes ☐ No

Item 17 **The type and number of pets approved by the lessor to be kept at the premises** See clauses 33A to 33D

Type Number Type Number

Item 18 **18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs**

Electrical repairs Phone
 Plumbing repairs Phone
 Other repairs Phone

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☐ Yes
☒ No - please provide lessor contact details below

Name Phone

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (**the Act**), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note - Some breaches of this agreement may also be an offence under the Act, for example, if -
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;

- (b) the day the tenant is given the copy of the condition report.

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note - For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
Note - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or

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- (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

Note - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the lessor's agent's office

9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
- (a) 2 months after the notice is given;
- (b) 12 months after the day the existing rent became payable for the residential premises.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
- (a) the rent is increased in compliance with this clause; and
- (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
- (c) the increase in rent does not relate to -
- (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
- (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
- (a) this agreement provides for the rent increase; and
- (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
- (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
- (a) is excessive; or
- (b) is not payable under clause 10.
- (2) However, the application must be made -
- (a) within 30 days after the notice is received; and
- (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For details of the situations, see the information statement.

The change in rent payable under the agreement under section 94(5)(b) is taken not to be a rent increase for section 91 or 93.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
- (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
- (b) if a special term requires the bond to be paid by instalments - by instalments; or
- (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
- (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
- (b) the notice is given at least 11 months after -
- (i) this agreement started; or
- (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
- Examples* -
- body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
- (a) the lessor is the State; and
- (b) rent is not payable under the agreement; and
- (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and

- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
 - (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

water consumption charge for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

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- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

Note - For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations generally - s 188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206A-209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - (4) The lessor must not act unreasonably in failing to agree.
 - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

- (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change -
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
 - (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;

- (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes -

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
- 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and
Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;

- (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.

- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if –
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.
Note – See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in - s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
Examples of what may be fair wear and tear –
 - wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address - s 205(2) and (3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent
Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

1. Annexure A

2. Annexure B

3. Annexure C

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.**

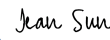
 Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5pm).

Signature of lessor/agent

Name/trading name

Sunrise Real Estate Pty Ltd

Signature

DocuSigned by:

851A4C6AEDE2429...

Date / /
24-06-2024

Signature of tenant 1

Print name

Corinda Cameron

Signature

DocuSigned by:

B07A339B4C0B469...

Date / /
13-06-2024

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Annexure A

1. CONDITION OF UNIT

The property is accepted in the condition as inspected by the tenant. Please take time to complete the Entry Condition Report provided, noting any areas of concern, and return it to the managers within three (3) days. This provides protection for you when leaving.

2. **PAYING RENT** The tenant acknowledges that as per the Residential Tenancies and Rooming Accommodation Act and the General Tenancy Agreement, rent is to be paid fortnightly in advance at all times. The tenant further agrees (by ticking the appropriate box) that rent will be deposited directly into Sunrise Property & Strata Pty Ltd Trust Account

Internet Transfer

BSB 034 063 Account 604296

Direct Debit from Tenants bank account to Lessors Agents Account.

3. **RENT REFERENCE** The tenant acknowledges that a rent reference (unit, street number, and surname) must be used when paying rent. Failure to use a reference will incur a \$15.00 fee for the Lessor's agent to search for reference details through the WESTPAC bank.

4. RENT ARREARS

Should rent fall into arrears of four (4) days, the office policy is to text you. Should rent fall into arrears of seven (7) days, a Notice to Remedy A breach will be issued.

5. BOND

The Bond is for security purposes only and the tenant agrees not to use the Bond for rent, repairs, or cleaning, etc for the last month of the Tenancy.

6. RESIDENTS

The tenant agrees that only those persons named on the Tenancy Agreement are approved to reside at the premises. Permission must first be obtained from the lessor for any other person/s and a new Lease prepared with all relevant names. A processing fee of one weeks rent plus GST will be charged for changing/add a new tenant.

7. ANIMALS

No animals are to be kept on the premises unless stated in the Tenancy Agreement. The tenant also acknowledges that another person's pet cannot be looked after during the term of this tenancy unless approval of the lessor has been obtained.

8. **BREAK LEASE** In the event that the tenant vacates the property prior to the expiration date of the Tenancy Agreement, the tenant acknowledges responsibility for payment of rent until the commencement of a new Tenancy or expiry of the Tenancy Agreement, advertising costs \$199 plus GST associated with re-letting and a letting fee of one weeks rent plus GST. In the event that the tenant changes roommate, the tenant acknowledges responsibility for payment \$100 plus GST for process the new tenant's application.

9. VACATING REQUIREMENTS

In accordance with the Tenancy Agreement, on the vacating date the tenant

agrees that all general cleaning is to be completed prior to the keys being returned to the Lessors Agent. The tenant also agrees that receipts for carpet cleaning, a forwarding address form and all keys to the property are to be returned to office during office hours Monday to Friday.

10. KEYS

Any keys not returned on the vacating date will require locks to be changed at the cost of the tenant.

11. **UTILITIES** The Tenant agrees to pay \$60 plus GST service fee if engage the manager to connect the utilities service.

12. **NO ADDITIONS** The Tenant agrees not to carry out any improvements and / or additions eg. picture hooks to the property without the lessors written permission. This permission must be in the tenants possession prior to the commencement of any improvement and / or additions.

13. **REPAIRS** Management must be advised of intended repairs before undertaken. If the Tenant requests the service of a trades person to carry out repair on the Premises and there is no fault found or the fault is found to have been caused by the Tenant or his/her guests, the Tenant acknowledge and agree he/she will be responsible for payment of the fees charged by such trades person. It is Tenant's responsibility to change the consumption bulbs and smoke alarm batteries during tenancy.

14. **EMERGENCY REPAIRS** In an emergency, the managers must be contacted on 049 900 7877.

If no answer a text message must be left. Should the tenant authorise any work to be carried out which is not considered to be emergency repairs, the Tenant will be responsible for the costs incurred.

15. WEAR AND TEAR

Any repairs deemed fair wear and tear will be the responsibility of the lessor. Any repairs, emergency or otherwise, due to tenant negligence or accident will be at the expense of the Tenant.

16. **SMOKING** All Units are designated NON-SMOKING. Tenants are requested to only smoke in their courtyard areas. Any damage to carpets, walls, blinds or other chattels within the unit caused by smoking will be repaired at the tenants expense.

17. BY LAWS

By laws are provided in your Unit Welcome Kit and must be complied with by tenants and their visitors.

18. CLEANING

At the end of the tenancy, the tenant agrees to engage professional cleaners to clean the apartment to a professional standard set by property manager. We are happy to refer our preferred cleaners who guarantee their work.

19. **LOCKED OUT** If a tenant is locked out through the tenancy, the following will apply -If office is open during working hour for you to collect the key and return immediately there is no charge. A \$150 plus GST will be charged if out of working hours / the office is not open but the manager is available. If the manager is not available, the number of locksmith will be provided over the phone and at tenant's cost.

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

000033833509

Annexure B

20. BINS Bins are provided for general domestic rubbish only. Large unwanted items must not be dumped in the bins or left beside the bins. It is the tenants responsibility to dispose of such items. Cardboard boxes must be flattened before being put in the bins. Please do not put rubbish out of your bins and on the front garden. Bins must be cleaned regularly.

21. INSPECTIONS

Inspections will be three/four monthly. Residents must keep their property(including front garden, backyard& balcony) clean, tidy and undamaged. Prior to an inspection an Entry Notice will be issued via email or in your letter box.

Extra inspection caused by unit in an unreasonable condition will cause \$40 attendance fees bill to tenants.

22. INSURANCE We strongly recommend you arrange contents and liability insurance for your personal belongings and liabilities. 23. SMOKE DETECTOR

Tenants must not open the entry door to the corridor while cooking. Balcony doors only should be opened. If the Smoke Detector in the corridor is set off, tenants will be charged the Queensland Fire and Rescue call out fee of approximately \$990.

24. BACKYARD

The tenants are required to keep the backyard in a reasonable good condition, failed to keep the backyard in such condition will occurs a fee \$44 for manager to engage the contractor to maintain the backyard at the cost of tenants.

25. Residents are to always show respect & consideration to other residents. Tenants who are noisy, disrespectful or inconsiderate of other residents may have their Tenancy terminated.

26. Excessive noise during the day and any noise after 9.30pm will not be tolerated and tenants must abide by manager or security patrol directives in relation to noise & disturbing the peace.

27. Pool / Children under 12 years of age playing on common property must always be supervised by a responsible adult who resides at Edenbrooke Villas and can always exercise effective control . Riding of bicycles, scooters, roller skates and skateboards is prohibited within the complex for safety reasons (unless being used as a means of transport by persons over 12 years of age to enter or exit only).

28. All bins are to be kept behind the side gate and NOT ON STREET FRONT (unless you must use the allocated area for middle units). 29. Inspections regular inspections will be carried out. If at any time during the lease a unit is considered extremely unclean by management, the tenant will be required to have the unit professionally cleaned at their expense.

30. Carpet & blinds long term tenants are required to have the carpet and blinds professionally cleaned if requested by management. If pets reside within your unit you will also be required to have the unit pest controlled for fleas annually and at the end of the tenancy.

31. Parking Tenants (and visitors) are required to park in their garage or designated car parking spaces. If no designated car parking spaces are available, Tenants & Visitors are required to park outside the complex.

32. Visitor parking spaces are for visitors & are not extra car parks for residents.

11. Garages are for vehicles and storage and UNDER NO CIRCUMSTANCES are to be used as bedrooms or other living areas.

33. Speed Limit 10km per hour (walking pace). Tenants and visitors MUST ABIDE by the speed limit for both SAFETY and NOISE purposes. Loud Vehicles are not appreciated please respect other tenants in this matter. BE AWARE OF CHILDREN ON ROADWAYS.

34. No Trucks, Trailers, Motor Homes, Boats, Caravans or similar are to be kept on the premises other than in your garage.

35. Hanging of pictures - Tenants may hang pictures from appropriate picture hooks on the provision that all damage caused to walls is to be rectified. (This also includes any damage created by stickers or sticky hooks). Repairs can be organised through the office at a minimum cost of \$100.00 + GST. This cost may vary depending on extent of the damage to unit.

36. Sub-letting is not permitted under the terms of this lease.

37. Vacating the Premises Exit Cleaning Unit is to be returned at the same standard it is was at the beginning of tenancy (subject to normal wear and tear). It is a condition of this Tenancy Agreement that upon lease ending or termination the TENANT AGREES to pay the costs for a PROFESSIONAL BOND CLEAN, CARPET CLEAN and PEST CONTROL of their unit. The manager is happy to arrange for their regular cleaners to complete a thorough real estate exit bond clean, professional carpet cleaning and pest control of the premises. Using the services of professional cleaners will ensure the property is left in a clean, hygienic and satisfactory condition for the new incoming tenants. THIS SERVICE IS COMPLETED PRIOR TO ALL NEW TENANT ENTRIES and will lessen any uncertainty or misunderstanding on what is considered an acceptable exit clean. Should you choose your own cleaning contractors be aware that our Bond Cleaners set a high standard and that same standard is required by all cleaning contractors. If their work is not up to standard, please be aware they may have to return (or the tenant themselves will be required to fix any cleaning issues at vacate). We would not advise the use of a bond cleaner who requests payment up front.

38. Vacating the premises Repairs Damage to walls, windows and doors acknowledgement. Any damage caused during the term of the tenancy by the tenant, the tenants family, friends and visitors MUST be repaired before vacating. The costs of repairs are to be paid for by the tenant before settling the bond refund.

39. Vacating the premises Blinds Blinds that are significantly dirty and cannot be cleaned by bond cleaners will be required to be taken down and cleaned by a professional blind cleaner. Blinds are clean and in good working order upon your entry to the unit. Blinds that are damaged due to misuse (opening windows and allowing blinds to blow in the wind, hanging items from blinds or general misuse) will be repaired at the tenants expense. (This includes missing bottom weights or blades).

40. Water Bill The tenant must pay water bill within one month from the invoice issue date. A reminder at cost \$15 will be charged if the payment was not received within one month. A breach notice will be issued if the tenant's failed to attend the bill after 7 days from the reminder date. The tenants agree that the property manager is no obligation to remind the tenants to pay waterbill.

41. The tenants must pay \$100 deposit for holding the swimming pool key, \$100 deposit for holding the gym key, and \$50 for the manual of the property. The deposit will be refunded at vacancy once the key and manual is returned.

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

000033833509



Annexure C

42. The property manager has both the authority and the obligation to conduct routine inspections of the property every three months. Tenants are required to cooperate with the property manager's entry as long as the proper entry notice is provided. The property manager may impose a reschedule fee of \$44 if the tenant refuses to allow the routine inspection by the property manager.
43. Tenants need to keep the property in a reasonable good condition during the property manager's routine inspection, any re-inspection caused by the tenants failed to keep the property in a reasonable good condition will occur a \$44 reinspection fee at tenants' cost.

MULGRAVE GARDENS CTS 44747

17-37 Mulgrave Road Marsden QLD 4132

BALANCE SHEET

AS AT 02 OCTOBER 2025

	ACTUAL 02/10/2025	ACTUAL 30/04/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	(33,709.59)	13,262.93
Sinking Fund	327,201.92	353,316.57
<u>TOTAL</u>	<u>\$ 293,492.33</u>	<u>\$ 366,579.50</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Gst On Capital	158.90	158.90
Cash At Bank	133,953.89	434,037.43
Boq Term Deposit-23586697	150,000.00	0.00
Prepaid Expenses	0.00	6,822.81
Levies Pre-Paid	1,747.29	1,747.29
Levies In Arrears	13,073.13	19,278.33
Other Arrears	17,736.83	41,413.99
<u>NON-CURRENT ASSETS</u>		
<u>TOTAL ASSETS</u>	316,670.04	503,458.75
<u>LIABILITIES</u>		
Gst Clearing A/C	1,543.93	(8,810.13)
Creditors	3,829.87	54,653.22
Accrued Expenses	0.00	16,962.23
Levies Pre-Paid	1,747.29	1,747.29
Levies In Advance	13,670.43	62,450.26
Other Payments In Advance	2,386.19	9,876.38
<u>TOTAL LIABILITIES</u>	23,177.71	136,879.25
<u>NET ASSETS</u>	<u>\$ 293,492.33</u>	<u>\$ 366,579.50</u>

MULGRAVE GARDENS CTS 44747

17-37 Mulgrave Road Marsden QLD 4132

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 02 OCTOBER 2025

	ACTUAL 01/05/25-02/10/25	BUDGET 01/05/25-30/04/26	VARIANCE %	ACTUAL 01/05/24-30/04/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	173,637.46	354,393.51	49.00	347,274.92
Discount - Admin Fund	(0.04)	0.00	0.00	0.00
Insurance Premium Reimbursemnt	39,368.14	96,640.55	40.74	78,737.70
Interest On Overdue Levies	2,539.07	0.00		7,739.28
Gst On Income	(19,364.14)	(41,003.10)	47.23	(38,728.42)
<u>TOTAL ADMIN. FUND INCOME</u>	196,180.49	410,030.96		395,023.48
<u>EXPENDITURE - ADMIN. FUND</u>				
Disbursements & Outlays	5,079.20	11,750.00	43.23	11,200.08
Pps -Additional	0.00	1,000.00	0.00	669.94
Secretarial Fees	6,963.88	16,920.00	41.16	17,883.89
Secretarial Fees - Additional	3,685.00	7,500.00	49.13	10,840.28
Tax Preparation - Bas	852.50	1,100.00	77.50	1,078.00
E.G.M Expenses	0.00	0.00	0.00	1,595.00
Bank Charges	842.76	500.00	168.55	473.65
Cleaning Building	6,649.80	5,000.00	133.00	3,028.18
Cleaning Pressure Clean	0.00	1,000.00	0.00	4,884.00
Electricity	542.92	3,000.00	18.10	1,900.88
Insurance - Building	96,640.00	96,640.55	100.00	72,512.29
Insurance - Stamp Duty	8,243.97	8,243.97	100.00	6,468.23
Insurance Claims	0.55	0.00		0.00
Software Licence Fee	155.15	2,226.67	6.97	1,854.31
Sinking Fund Forecast	2,178.00	1,500.00	145.20	0.00
Pool Expenditure	5,087.74	5,000.00	101.75	8,872.01
R & M - Building	9,275.91	12,000.00	77.30	7,160.19
R & M - Gardens & Grounds	22,439.33	25,000.00	89.76	24,748.68
R & M - Electrical	1,541.00	1,800.00	85.61	1,770.40
R & M - Plumbing	1,055.02	5,000.00	21.10	4,813.22
R & M - Plumbing (No Gst)	42.78	580.00	7.38	573.22
R & M - Plant & Equipment	3,914.53	3,914.53	100.00	0.00
R & M - Keys / Signs / Doors	0.00	1,000.00	0.00	1,414.80
Audit Fees	0.00	3,800.00	0.00	3,773.00
Tax Preparation - Income Tax	(21.50)	434.00	(4.95)	434.00
Resident Manager Contract	74,853.81	195,692.00	38.25	190,919.07
Pest Control	360.00	2,200.00	16.36	2,190.00
Termite Inspections	0.00	2,000.00	0.00	12,705.00
Security- Intercom	852.00	1,000.00	85.20	925.00
Work Place Health & Safety	1,578.00	1,000.00	157.80	0.00
Consultancy Fees	0.00	2,000.00	0.00	490.00
Water Rates	6,150.07	28,500.00	21.58	28,238.35
Legal Fees	4,430.80	0.00		1,980.00
Gst On Expenses	(20,240.21)	(37,270.76)	54.31	(33,776.23)
<u>TOTAL ADMIN. EXPENDITURE</u>	243,153.01	410,030.96		391,619.44

MULGRAVE GARDENS CTS 44747

17-37 Mulgrave Road Marsden QLD 4132

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 02 OCTOBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/25-02/10/25	01/05/25-30/04/26	%	01/05/24-30/04/25
<u>SURPLUS / DEFICIT</u>	<u>\$ (46,972.52)</u>	<u>\$ 0.00</u>		<u>\$ 3,404.04</u>
Opening Admin. Balance	13,262.93	13,262.93	100.00	9,858.89
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (33,709.59)</u>	<u>\$ 13,262.93</u>		<u>\$ 13,262.93</u>

MULGRAVE GARDENS CTS 44747

17-37 Mulgrave Road Marsden QLD 4132

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 02 OCTOBER 2025

	ACTUAL 01/05/25-02/10/25	BUDGET 01/05/25-30/04/26	VARIANCE %	ACTUAL 01/05/24-30/04/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	62,500.84	105,000.00	59.52	124,999.54
Interest Received	0.00	5,000.00	0.00	32,326.56
Accrued Interest	0.00	0.00	0.00	(12,575.57)
Gst On Income	(5,681.90)	(9,545.46)	59.52	(11,363.60)
<u>TOTAL SINKING FUND INCOME</u>	56,818.94	100,454.54		133,386.93
<u>EXPENDITURE - SINKING FUND</u>				
Building Repairs	24,439.66	10,000.00	244.40	29,351.00
Income Tax	5,540.13	0.00		0.00
Instalment Tax Expense	(4,407.18)	0.00	0.00	5,473.00
Pool Equipment	0.00	0.00	0.00	4,204.45
Gardens/Trees/Landscaping	31,900.00	0.00		123,256.98
Security	0.00	3,000.00	0.00	2,214.53
Electrical Work	0.00	0.00	0.00	1,600.00
Contingengies	0.00	5,000.00	0.00	0.00
Painting	33,409.75	0.00		638,198.08
Pool Fencing & Gates	0.00	0.00	0.00	45,326.03
Gst On Expenses	(7,948.77)	(1,636.37)	485.76	(76,503.78)
<u>TOTAL SINK. FUND EXPENDITURE</u>	82,933.59	16,363.63		773,120.29
<u>SURPLUS / DEFICIT</u>	<u>\$ (26,114.65)</u>	<u>\$ 84,090.91</u>		<u>\$ (639,733.36)</u>
Opening Sinking Fund Balance	353,316.57	353,316.57	100.00	993,049.93
<u>SINKING FUND BALANCE</u>	<u>\$ 327,201.92</u>	<u>\$ 437,407.48</u>		<u>\$ 353,316.57</u>

MULGRAVE GARDENS CTS 44747

TAX INVOICE
ABN 32 686 965 769

NOTICE OF CONTRIBUTIONS

Mr A Lincoln & Ms B Mason 6 Van Dieman Crescent SPRINGWOOD QLD 4127

Date of Notice		26 September 2025	
A/c No		21	
Lot No	21	Unit Number	21
Contrib Ent.		10	
Interest Ent.		84	

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund	01/11/25 to 31/01/26	01/11/2025	844.65	0.00		844.65
Sinking Fund	01/11/25 to 31/01/26	01/11/2025	198.59	0.00		198.59
Insurance	01/11/25 to 31/01/26	01/11/2025	234.54	0.00		234.54

Totals	(Levies include GST)		1,277.78	0.00		\$1,277.78
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GST component on levies of \$1,161.62 is \$116.16

AMOUNT PAYABLE: \$1,277.78

Please Make Payment Using The Below Options

Teller stamp and initials

Please note that Reminder Notices will be issued for any levies NOT paid by the due date, with all costs payable by the Lot owner. * 1st Reminder - \$38.50 * 2nd Reminder - \$38.50 * Final Notice - \$60.50 * Letter of Demand - \$104.50 * Debt Collection Fee- \$385.00

Amount Paid
\$
Date Paid
/ /

Interest at the rate of 30.00% per annum (2.50% per month) is payable on overdue Levies.

Payment Options		
	Tel: 1300 552 311 Ref: 1348 5788 6	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).
	www.stratamax.com.au Ref: 1348 5788 6	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au
	www.stratapay.com/ddr Ref: 1348 5788 6	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.
	Biller Code: 74625 Ref: 1348 5788 6	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518
	Billpay Code: 3599 Ref: 1348 5788 6	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.
	Make cheque payable to: StrataPay 1348 5788 6	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia
	BSB: 067-970 Acct No: 1348 5788 6 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.



StrataPay Reference	
1348 5788 6	
Amount	Due Date
\$1,277.78	01 Nov 25

STRATA SPHERE MANAGEMENT P/L
44747/02100021 Lot 21/21

Mr A Lincoln & Ms B Mason
6 Van Dieman Crescent
SPRINGWOOD QLD 4127



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