

Body Corporate and Community Management Act 1997  
Section 206  
INFORMATION FOR DISCLOSURE STATEMENT

**as at 17 March 2025**

Body Corporate	Name of Scheme:	<b>Salis</b>	
	Community Titles Scheme No:	<b>55993</b>	
	Lot Number:	<b>202</b>	Plan Number: <b>SP341744</b>
Secretary	Name	<b>Joanne Manning</b>	
	Address	<b>c/- BCP Strata Pty Ltd PO Box 153 MOOLOOLABA QLD 4557</b>	
	Telephone	<b>5438 4000</b>	
Body Corporate Manager	Name	<b>BCP Strata Pty Ltd</b>	
	Address	<b>PO Box 153 MOOLOOLABA QLD 4557</b>	
	Telephone	<b>54384000</b>	

**Contributions and Levies**

Levies Determined by the Body Corporate for this Lot

Administrative Fund	Amount	Due Date	Discount	If Paid By
01/07/24 to 31/12/24	\$1,125.00	01/07/24	Nil	01/07/24
01/01/25 to 30/06/25	\$2,425.00	01/01/25	Nil	01/01/25
01/07/25****31/12/25	\$1,775.00	01/07/25	Nil	01/07/25
Sinking Fund	Amount	Due Date	Discount	If Paid By
01/07/24 to 31/12/24	\$500.00	01/07/24	Nil	01/07/24
01/01/25 to 30/06/25	\$665.00	01/01/25	Nil	01/01/25
01/07/25****31/12/25	\$582.50	01/07/25	Nil	01/07/25

**Special Levies**

Improvements on Common Property for which Buyer will be Responsible	Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
	202	01/05/24	Lot 202 - 2 x dogs	1 x 5 year old, 8kg, female Jack Russel dog and 1 x 2 year old, 8kg, female Jack Russel	

Body Corporate Assets Required to be Recorded on Register	<b>There are no assets required to be recorded.</b>
---	---

Committee	Yes
-----------	-----

Body Corporate and Community Management Act 1997  
Section 206  
INFORMATION FOR DISCLOSURE STATEMENT (continued)

Information  
prescribed under  
Regulation  
Module

Signing

*Anthony Milner*

Seller/Sellers Agent  
18-03-2025

Witness

Date

Buyers  
Acknowledgement

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.

Buyer

Witness

Date

Lot Entitlements  
and Other  
Matters

Interest Schedule	Aggregate	629	Entitlement of Lot	53.0000
Contribution Schedule	Aggregate	106	Entitlement of Lot	10
Balance of Sinking fund at end of last Financial Year		5,860.75	as at	30/06/24
Insurance Levies not included in Administrative Fund Levies:		See Other Levies		
Monetary Liability under Exclusive Use By-Law				

## Additional Information

Other Levies		Amount	Due Date	Discount	If Paid By
Insurance Levy					
01/07/24 to 31/12/24		\$358.28	01/07/24	Nil	01/07/24
01/01/25 to 30/06/25		\$679.99	01/01/25	Nil	01/01/25
01/07/25 to 31/12/25		\$519.40	01/07/25	Nil	01/07/25
Insurance		Type/Name of Insurer	Policy Number	Sum Insured	Renewal Date
		<i>BUILDING</i>	QRSC23004924	6,090,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>CATASTROPHE</i>	QRSC23004924	913,500.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>COMMON CONTENTS</i>	QRSC23004924	60,900.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>FIDELITY GUARANTEE</i>	QRSC23004924	100,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>FLOATING FLOORS</i>	QRSC23004924	Included	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>GOVT AUDIT COSTS</i>	QRSC23004924	25,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>LEGAL EXPENSES</i>	QRSC23004924	50,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>LOSS OF RENT</i>	QRSC23004924	913,500.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>OFFICE BEARERS</i>	QRSC23004924	1,000,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>OWNER FIXT. &amp; IMPROV</i>	QRSC23004924	300,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>PUBLIC LIABILITY</i>	QRSC23004924	20,000,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>VOLUNTARY WORKERS</i>	QRSC23004924	200,000/2k	07/07/25
		STRATA COMMUNITY INS (OTHER)			
		<i>WORKPLACE, H&amp;S BREAC</i>	QRSC23004924	100,000.00	07/07/25
		STRATA COMMUNITY INS (OTHER)			
Mortgages or Securities over Body Corporate Assets					
Latent or Patent Defects in Common Property or Body Corporate Assets		Additional information on this page to be completed by Vendor			

## Additional Information

---

Actual or  
Contingent or  
Expected  
Liabilities of Body  
Corporate

---

Circumstances in  
Relation to  
Affairs of the  
Body Corporate

---

Exceptions to  
Statements in  
Clause 7.4(3)

# CONTRACTS REGISTER

## SALIS CTS 55993

<b>Management Agreement</b>							
Contractor Name and Address <b>BCP Strata Pty Ltd</b>  <b>PO Box 153</b> <b>MOOLOOLABA QLD 4557</b>		Details of Duties <b>Body Corporate Management</b>		Delegated Powers		Basis of Remuneration <b>Monthly in Arrears</b>	
Commencement Date	<b>20/07/23</b>	Expiry Date	<b>19/07/26</b>	Copy of Agreement on File		Termination Date	
Term of Contract	<b>3 Years</b>			Options			
Estimated Cost of Contract	<b>2252.00</b>			Name of Financier			
Est Renumeration of Contract	<b>0.00</b>			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

<b>Building/Letting</b>							
Contractor Name and Address <b>KONE Elevators</b>  <b>5a/9-11 Newspaper Place</b> <b>MAROOCHYDORE QLD 4558</b>		Details of Duties		Delegated Powers		Basis of Remuneration <b>Annually</b>	
Commencement Date	<b>01/05/24</b>	Expiry Date	<b>30/04/34</b>	Copy of Agreement on File		Termination Date	
Term of Contract	<b>10 Years</b>			Options			
Estimated Cost of Contract	<b>4703.08</b>			Name of Financier			
Est Renumeration of Contract	<b>0.00</b>			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

<b>Maintenance</b>							
Contractor Name and Address <b>Firepak</b>  <b>PO Box 1406</b> <b>BUDERIM QLD 4556</b>		Details of Duties		Delegated Powers		Basis of Remuneration <b>Monthly</b>	
Commencement Date	<b>01/05/24</b>	Expiry Date	<b>30/04/26</b>	Copy of Agreement on File		Termination Date	
Term of Contract	<b>2 Years</b>			Options			
Estimated Cost of Contract	<b>0.00</b>			Name of Financier			
Est Renumeration of Contract	<b>0.00</b>			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

## Information to Complete Body Corporate Disclosure Statement (BCCM Act Sect 206)

Please complete the below form and click submit. The information for a Disclosure Statement will be forwarded to you and/or your nominated recipient via email.

It is recommended that you keep your original copy in a safe place as an additional fee of \$22.00 will be charged to re-send the information to you. Please note that if your Body Corporate has had its Annual General Meeting since the information was previously supplied to you, then you will need to apply for a new document as the information will be out-dated.

A copy of the Community Management Statement (CMS) for the scheme will also be provided for your information.

### COST\*:

- ☒ **\$180.00 (inc GST)** - Supply information for a Disclosure Statement (in accordance with Body Corporate Community Management Act (Section 206) **within 7 days of receipt of payment**
- ☐ **\$210.00 (inc GST)** – **Urgent** supply of information for a Disclosure Statement (in accordance with Body Corporate Community Management Act (Section 206) **within 24 hours of receipt of payment**
- ☐ **\$22.00 (inc GST)** – Re-send copy only of original Information for Disclosure Statement previously sent to owner. I have checked and the Annual General Meeting for my Body Corporate has not been held since I previously requested this information.

PAYMENT BY: Credit Card

**Please complete this form and submit to BCP Strata.**

### BUILDING DETAILS

Scheme/Building Name\*: Salis

CTS No.:

For which Lot Number is the report required\*: unit 2

Building Address\*: 12 Anning Avenue

### OWNERS DETAILS

Name\*: Stacey Cartwright & Kym Lyon

Address\*: 21 Paddington Circuit

Telephone\*: 0431 431 681

Email\*: [staceyenjo@bigpond.com](mailto:staceyenjo@bigpond.com)

### WHO IS INFORMATION TO BE EMAILED TO\*:

- ☒ Owner
- ☐ Agent
- ☐ Lawyer

Contact Name of Agent/Lawyer\*: Stacey Cartwright

Name of Company\*:

Email Address\*: [staceyenjo@bigpond.com](mailto:staceyenjo@bigpond.com)

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

**GENERAL REQUEST**

**FORM 14** Version 4  
Page 1 of 1

Duty Imprint

**722615455**

Lodging Number

EL 460 \$224.32  
17/07/2023 09:28:18

**OFFICE USE ONLY**

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

**1. Nature of request**

REQUEST TO RECORD FIRST COMMUNITY  
MANAGEMENT STATEMENT FOR SALIS  
COMMUNITY TITLES SCHEME

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

MCINNES WILSON LAWYERS  
LEVEL 23, 345 QUEEN ST  
BRISBANE QLD 4000  
NLAMPRELL@MCW.COM.AU  
07 3014 6511

**Lodger**

**Code**  
234A

**2. Lot on Plan Description**

LOT 159 ON RP96153  
LOT 160 ON RP96153  
LOT 161 ON RP96153

**Title Reference**

15056165  
15388154  
13845027

**3. Registered Proprietor/State Lessee**

BSRP PTY LTD A.C.N. 634 027 106

**4. Interest**

NOT APPLICABLE

**5. Applicant**

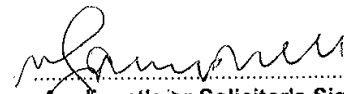
BSRP PTY LTD A.C.N. 634 027 106

**6. Request**

I hereby request that: the first CMS deposited herewith be recorded as the CMS for Salis Community Titles Scheme and that 3/16 Innovation Parkway, Birtinya QLD 4575 be recorded as address for service on the body corporate for the scheme.

**7. Execution by applicant**

15/07/2023

**Execution Date**

**Applicant's or Solicitor's Signature**

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

NINA FRANCIS LAMPRELL  
SOLICITOR

**55993**

THIS STATEMENT MUST BE LODGED TOGETHER WITH THE REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

*Office use only*  
CMS LABEL NUMBER

**This statement incorporates and must include the following:**

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

<b>1. Name of community titles scheme</b> SALIS COMMUNITY TITLES SCHEME	<b>2. Regulation module</b> STANDARD MODULE
<b>3. Name of body corporate</b> BODY CORPORATE FOR SALIS COMMUNITY TITLES SCHEME	
<b>4. Scheme land</b> Lot on Plan Description LOTS 101, 201-205, 301-305 ON SP341744 COMMON PROPERTY FOR SALIS COMMUNITY TITLES SCHEME	
<b>5. #Name and address of original owner</b> BSRP PTY LTD A.C.N. 634 027 106 OF LEVEL 1, 88 COMMERCIAL ROAD, TENERIFFE QLD 4005	
<b>6. Reference to plan lodged with this statement</b> SP341744	
<b>7. New CMS exemption to planning body community management statement notation (if applicable*)</b> Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable') N/A	

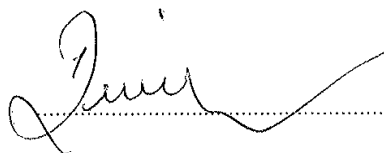
# first community management statement only

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

**8. Execution by original owner/Consent of body corporate**

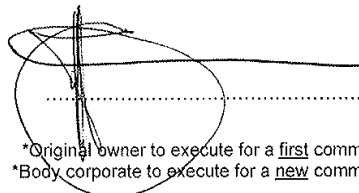
BSRP PTY LTD A.C.N. 634 027 106 - DIRECTOR

13/06/2023  
Execution Date

  
\*Execution

BSRP PTY LTD A.C.N. 634 027 106 – DIRECTOR

13/06/2023  
Execution Date

  
\*Execution

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

**Privacy Statement**

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



<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 101 on SP341744	6	50
Lot 201 on SP341744	10	62
Lot 202 on SP341744	10	53
Lot 203 on SP341744	10	51
Lot 204 on SP341744	10	53
Lot 205 on SP341744	10	62
Lot 301 on SP341744	10	66
Lot 302 on SP341744	10	56
Lot 303 on SP341744	10	54
Lot 304 on SP341744	10	56
Lot 305 on SP341744	10	66
<b>TOTALS</b>	<b>106</b>	<b>629</b>

#### Deciding principle for contribution schedule lot entitlements

##### (a) Residential Lots

The contribution schedule lot entitlements (**CSLEs**) for the residential lots (that is all lots excluding Lot 101 on SP341744) have been decided in accordance with the equality principle.

The equality principle for deciding CSLEs for the lots included in a community titles scheme is the principle that the lot entitlements must be equal, except to the extent to which it is just and equitable in the circumstances for them not to be equal.

The CSLEs are equal.

##### (b) Retail Lot

The relativity principle for deciding the CSLE for the Retail Lot (being Lot 101 on SP341744) is the principle that the lot entitlement must clearly demonstrate the relationship between the lot by reference to 1 or more particular relevant factors.

The relevant factors are the following:

- (a) how the community titles scheme is structured;
- (b) the nature, features and characteristics of the lots;
- (c) the purposes for which the lots are used;
- (d) the impact the lots may have on the costs of maintaining the common property;
- (e) the market values of the lots.

Each of these factors impacts on the CSLE for a lot in the following ways:

##### (a) **How the community titles scheme is structured**

The scheme is not part of a layered scheme. Therefore the structure of the scheme does not affect the CSLE.

(b) **Nature, features and characteristics of the lots**

The nature, features and characteristics of the lots impact on the costs of maintaining the common property. This is explained in paragraph (d) below since factors (b) and (d) are related.

(c) **Purposes for which the lots are used**

The Retail Lot differs to all other lots in that it will not be used for residential purposes. This factor therefore affects the CSLE.

(d) **Impact the lots may have on the costs of maintaining the common property**

The lots in the scheme have been created under a building format plan and the body corporate is responsible for the repair and maintenance of common property e.g. recreation facilities, foyers, lifts, hallways, external walls and windows, roof, utility infrastructure.

As the Retail Lot is not used for residential purposes, it has lesser access to services such as the lift and also a lower reliance on the support and shelter elements of the building due to the nature of the lot.

(e) **Market values of the lots**

The market value of lot was not considered in deciding the CSLE.

**Deciding principle for interest schedule lot entitlement**

The interest schedule lot entitlements reflect the respective market values of the lots.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
-------------------	--

Not applicable

SCHEDULE C	BY-LAWS
------------	---------

**1. Definitions**

In these by-laws:

**Body Corporate** means the body corporate for the Scheme.

**BCCMA** means the *Body Corporate and Community Management Act 1997* (Qld).

**Building** means any building on the Scheme Land.

**Carpark** means any part of the Scheme Land whether part of a Lot or Common Property containing bays for the parking of vehicles and includes any vehicle access way adjacent to the bays.

**Common Property** means the common property for the Scheme.

**Driveway** means any access way for vehicles on Scheme Land.

**Key** means a key, swipe card, remote control or other device used to unlock a door or gate.

**Lot** means a lot in the Scheme.

**Occupier** has the meaning given by the *BCCMA*.

**Owner** has the meaning given by the *BCCMA*.

**Original Owner** means each person who immediately before the establishment of the Scheme is a registered owner of a lot under the *Land Title Act 1994* (Qld) that on establishment of the Scheme becomes Scheme Land.

**Regulation Module** means the regulation module specified in item 2 of this community management statement.

**Retail Lot** means Lot 101 on SP341744.

**Scheme** means the community titles scheme named in item 1 of this community management statement.

**Scheme Land** means the land described in item 4 of this community management statement.

**Service Contractor** means a service contractor engaged by the Body Corporate.

**Utility Services** means:

- (a) water supply;
- (b) electricity supply;
- (c) telecommunications services (for example, telephone and internet);
- (d) television and media services;
- (e) sewerage services;
- (f) drainage services;
- (g) air-conditioning or ventilation; and
- (h) any other reticulated supply of services.

**Utility Infrastructure** means any infrastructure (such as pipes, cables, meters and equipment) for the provision of Utility Services to a Lot or Common Property.

## 2. Interpretation

In these by-laws:

- (a) the headings are for convenience only and do not affect interpretation;
- (b) a reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a person includes natural persons and corporations;
- (c) an obligation or discretion of the Body Corporate may be exercised by the committee for the Body Corporate if permitted by law;
- (d) the expression **on a Lot** includes:
  - (i) in a Lot; and
  - (ii) on the exterior of the Building that contains the Lot;
- (e) a singular word includes the plural, and vice versa;
- (f) a word which suggests one gender includes the other gender;
- (g) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning;
- (h) when an example is given of something, the example is not exhaustive and does not limit the scope of the thing.

## 3. Use of Lots

- 3.1 Lots may only be used for residential purposes, except for the Retail Lot.
- 3.2 However, a Lot owned by the Original Owner may be used as a display unit and sales office for Lots.
- 3.3 An Owner may use a Lot (except the Retail Lot) for a home occupation or home business only with the written consent of the Body Corporate.
- 3.4 Without limiting the circumstances in which the Body Corporate may withhold consent under by-law 3.3, the Body Corporate may withhold consent where:
  - (a) the occupation or business is likely to cause a nuisance to other Occupiers or otherwise adversely affect the use and enjoyment of Scheme Land by Occupiers; or
  - (b) the Occupier does not hold the permits or licences necessary for the occupation or business.
- 3.5 Lots may not be used for an illegal purpose.
- 3.6 The Retail Lot may be used as a shop or any other purpose permitted by the Sunshine Coast Council (subject to the prior written consent of the Body Corporate).

## 4. Retail Lot

- 4.1 The business operated from the Retail Lot must not operate outside the hours of:
  - (a) 7am to 10pm Monday to Thursday.
  - (b) 7am to 11pm Friday and Saturday.
  - (c) 9am to 10pm Sunday or any public holiday.

- 4.2 Service vehicle movements associated with the shop use (including loading and unloading) must not occur outside the hours of 7am to 6pm Monday to Saturday and not at all on Sundays or public holidays.
- 4.3 The owners or occupiers of the Retail Lot must maintain in good repair and condition at all times the Retail Lot. Without limiting the generality of this by-law, the owners or occupiers of the Retail Lot must clean the Retail Lot on a daily basis.
- 4.4 The owners or occupiers of the Retail Lot must maintain at all times public liability insurance in respect of the Retail Lot on a comprehensive basis with limits of not less than \$10,000,000.00 per occurrence or such higher limits as the Body Corporate reasonably requires from time to time.
- 4.5 The owners or occupiers of the Retail Lot must redecorate the Retail Lot when reasonably necessary by the treating all internal surfaces by painting, staining, polishing or otherwise to a specification approved by the Body Corporate and replacing all floor coverings which are worn or damaged and in need replacement.

## **5. Noise**

- 5.1 An Occupier must not create, or permit to be created, noise likely to interfere with the peaceful enjoyment by another Occupier of a Lot or Common Property.
- 5.2 Without limiting the generality of by-law 5.1, an Occupier must ensure that:
- (a) no musical instrument, television, radio, hi-fi system or other audio device;
  - (b) no power tool, appliance or equipment; and
  - (c) no social gathering of people,
- on the Occupier's Lot creates sound or noise which is audible from another Lot or Common Property between 10.00pm and 8.00am.
- 5.3 An Occupier must not remove or interfere with any acoustic treatment on the Occupier's Lot.
- 5.4 In by-law 5.3, **acoustic treatment** means any material, structure, fixture, fitting or configuration that is designed to reduce the passage of sound, and which was installed by the Original Owner.

## **6. Nuisance and obstruction**

- 6.1 An Occupier must not do anything that is likely to cause nuisance to a person on a Lot or Common Property.
- 6.2 An Occupier must not ride a bicycle, skateboard, scooter, segway, hoverboard or other wheeled device on Common Property. However, this does not prevent use of a wheelchair on Common Property where required for medical reasons.
- 6.3 An Occupier must not obstruct lawful use of Common Property by another person.
- 6.4 An Occupier must not obstruct any door, corridor or staircase used for emergency exit from a Building.
- 6.5 An Occupier must not obstruct a Service Contractor from lawfully conducting their duties.

## **7. Smoking**

An Occupier must not smoke cigarettes or any other substance on Common Property.

## **8. Gardens**

An Occupier must not:

- (a) damage any lawn, garden, tree, plant or flower situated on Common Property; or
- (b) use a part of the Common Property as a private garden.

**9. Damage to Common Property**

9.1 An Occupier must not:

- (a) mark;
- (b) paint;
- (c) drive nails or screws into; or
- (d) affix any thing to,

Common Property (including any part of a Building that is Common Property) without the prior written consent of the Body Corporate.

9.2 An Occupier must not damage or deface Common Property (including any part of a Building that is Common Property).

9.3 By-law 9.1 does not prevent an Occupier from installing an external security door on their Lot, provided it is constructed in a workmanlike manner, is maintained in good repair, and is consistent with the colour and presentation of the Building containing the Lot.

**10. No dropping objects**

10.1 An Occupier must not throw or drop any thing from a window, balcony or roof of a Building.

**11. Structural Alterations**

11.1 An Occupier must not:

- (a) make any structural alterations to a Lot; or
- (b) change any Utility Infrastructure in a Lot that also services another Lot or Common Property,

without the prior written consent of the Body Corporate.

11.2 An Occupier must not install air-conditioning in a Lot without the prior written consent of the Body Corporate which must not be unreasonably withheld.

11.3 An Occupier must not enclose any balcony, patio or roof terrace of a Lot (including with glass, louvres, awnings, blinds or shutters) without the prior written consent of the Body Corporate.

11.4 Any work done by an Occupier of the type mentioned in by-law 11.1, 11.2 or 11.3 must be done in accordance with applicable laws.

**12. Hard floors**

12.1 An Occupier must not install hard floors, or hard floor finishes, in a Lot without the prior written consent of the Body Corporate which must not be unreasonably withheld.

12.2 Without limiting the circumstances in which it is reasonable for the Body Corporate to withhold consent under by-law 12.1, it is reasonable for the Body Corporate to withhold consent where the noise or vibrations from walking on the floor are likely to cause a nuisance to other Occupiers.

12.3 By-law 12.1 does not apply to hard floors or hard floor finishes installed in a Lot by the Original Owner.

**13. No Construction on Lot or Common Property**

An Occupier must not erect or construct any fence, pergola, screen, shed, building or other structure on a Lot or Common Property without the prior written consent of the Body Corporate.

**14. External appearance of Lots**

14.1 An Occupier must not:

- (a) hang any washing, bedding, clothing or other cloth article; or
- (b) hang, affix or display any poster, banner, flag or similar item,

on a Lot in such a way as to be visible from outside the Lot without the prior written consent of the Body Corporate.

14.2 An Occupier must not change the external appearance of:

- (a) a Lot; or
- (b) the Building that contains the Lot,

including changing the colour scheme, without the prior written consent of the Body Corporate.

14.3 An Occupier must not allow the post box for the Occupier's Lot to overflow.

14.4 An Occupier of a Lot which contains a lawn or garden visible from outside the Lot must keep the lawn or garden in a tidy condition, remove weeds, and not allow the lawn or garden to become overgrown.

**15. Windows**

15.1 An Occupier must:

- (a) keep the windows of the Occupier's Lot clean; and
- (b) promptly replace the glass of any window in the Occupier's Lot that is broken or cracked with new glass of the same type.

15.2 An Occupier must not affix any screen (including a security grille), awning, shutter or other external covering to a window without the prior written consent of the Body Corporate.

15.3 By-law 15.2 does not prevent the Occupier from installing:

- (a) a screen to prevent entry of animals or insects (commonly known as a fly screen); or
- (b) a security screen made of stainless steel mesh,

provided it is constructed in a workmanlike manner, is maintained in good repair, and is consistent with the colour and presentation of the Building containing the Lot.

15.4 An Occupier may only hang a curtain, internal blind or other window finishing that is visible from outside a Lot:

- (a) if it is maintained in good repair, the backing is plain and unpatterned, and the colour is consistent with the colour of the Building containing the Lot; or
- (b) otherwise with the prior written consent of the Body Corporate.

15.5 In this by-law 15, **window** includes a glass sliding door.

**16. Aerials**

An Owner must not install or erect an aerial, satellite dish or similar device on a Lot or a Building without the prior written consent of the Body Corporate.

**17. Vehicles and Carpark**

17.1 An Occupier must not drive a vehicle on Common Property, except where the Common Property is a Carpark or Driveway.



- 17.2 An Occupier must not bring a trailer, caravan or boat onto Common Property without the Body Corporate's prior written consent.
- 17.3 An Occupier must, when driving a vehicle in a Carpark or on a Driveway, do so:
- (a) in a safe manner; and
  - (b) at a safe speed.
- 17.4 An Occupier must not park a vehicle, or allow a vehicle to stand, on Common Property, except:
- (a) in a Carpark; or
  - (b) otherwise with the written consent of the Body Corporate.
- 17.5 An Occupier must not park an unroadworthy vehicle in a Carpark, except with the written consent of the Body Corporate.
- 17.6 A consent under by-law 17.2, 17.4(b) or 17.5:
- (a) must state the period for which it is given; and
  - (b) may be cancelled by the Body Corporate by giving 7 days written notice to the Occupier.
- 17.7 Where an Occupier breaches by-law 17.4 or 17.5 the Body Corporate may remove the vehicle from Scheme Land.
- 17.8 The Body Corporate may recover its reasonable costs under by-law 17.7 from the Occupier.
- 17.9 An Occupier must not:
- (a) permit a vehicle under the control of the Occupier to leak oil or any other fluid (**Motor Fluid**) onto a Carpark or Driveway; or
  - (b) spill Motor Fluid onto a Carpark or Driveway.
- 17.10 Where an Occupier does not comply with by-law 17.9, the Body Corporate may clean up and remove the Motor Fluid.
- 17.11 The Body Corporate may recover its reasonable costs under by-law 17.10 from the Occupier.
- 17.12 An Occupier must not carry out major repairs on a vehicle in a Carpark.
- 17.13 An Occupier must ensure that the Occupier's invitees only park a vehicle in:
- (a) the Carpark designated by the Body Corporate as a visitor's carpark; or
  - (b) a Carpark on the Owner's Lot or in respect of which the Occupier has exclusive use.
- 17.14 An Occupier must not park a vehicle in a Carpark designated by the Body Corporate as a visitor's carpark.
- 17.15 An Occupier may only wash the exterior of vehicles:
- (a) on the Occupier's Lot; or
  - (b) in an area of Common Property designated by the Body Corporate for that purpose.
- 17.16 No person other than:
- (a) an Occupier or invitee of an Occupier, or
  - (b) a Service Contractor,

may park a vehicle in a Carpark.

## **18. Bicycles**

An Occupier must not store or park a bicycle on Common Property, except in:

- (a) a bicycle rack provided by the Body Corporate for that purpose; or
- (b) a storage area for the exclusive use of the Occupier.

## **19. Signs**

19.1 An Occupier must not hang, affix or display any sign or advertisement:

- (a) on a Lot in such a way as to be visible from outside the Lot; or
- (b) on Common Property,

without the prior written consent of the Body Corporate.

19.2 Despite by-law 19.1, the Original Owner may hang, affix or display a sign or advertisement:

- (a) on a Lot owned by the Original Owner; or
- (b) on Common Property while the Original Owner owns a Lot,

for the purposes of promoting the sale of Lots.

## **20. Auction Sales**

20.1 An Occupier must not hold any auction sale on their Lot or on Common Property without the prior written consent of the Body Corporate.

20.2 Despite by-law 20.1, the Original Owner may hold an auction sale:

- (a) on a Lot owned by the Original Owner; or
- (b) on Common Property while the Original Owner owns a Lot,

for the purposes of selling a Lot owned by the Original Owner.

## **21. Garbage**

21.1 An Occupier must not leave garbage on Common Property, except as permitted by this by-law 21.

21.2 Unless the Body Corporate provides some other way of garbage disposal, an Occupier must:

- (a) keep a receptacle for garbage in a clean and dry condition and adequately covered on the Occupier's Lot, or on a part of the Common Property designated by the Body Corporate for the purpose;
- (b) ensure that the receptacle for garbage is emptied regularly;
- (c) comply with all laws relating to disposal of garbage; and
- (d) ensure that the disposal of garbage does not adversely affect the health, hygiene or comfort of other Occupiers.

21.3 Where the Body Corporate provides, or arranges for, a system of garbage disposal for Occupiers, an Occupier must comply with that system.

## **22. Vermin**

An Occupier must keep their Lot:

- (a) free from; and
- (b) sufficiently clean to reduce the likelihood of, infestation by vermin or insects.

**23. Keeping of Animals**

- 23.1 An Occupier must not keep an animal on a Lot without the prior written consent of the Body Corporate.
- 23.2 However, an Occupier with a disability who relies on a guide, hearing or assistance dog may keep the dog on the Occupier's Lot.
- 23.3 Where the Body Corporate gives consent to the keeping of an animal on a Lot:
- (a) the Occupier must not permit the animal to leave the Occupier's Lot unless restrained (for example, by a leash);
  - (b) the Occupier must clean up after the animal when on Scheme Land; and
  - (c) the Occupier must ensure that the animal does not cause a nuisance to other Occupiers.
- 23.4 Where the Occupier breaches by-law 23.3 the Body Corporate may give notice to the Occupier revoking the Body Corporate's consent to keeping the animal on the Lot.

**24. Flammable substances**

- 24.1 An Occupier must not store a flammable or explosive substance on the Common Property.
- 24.2 An Occupier must not store a flammable or explosive substance on a Lot unless:
- (a) the substance is used for domestic purposes; or
  - (b) otherwise, the Occupier obtains the prior written consent of the Body Corporate.
- 24.3 This by-law 24 does not apply to storage of fuel in the fuel tank of a vehicle.

**25. Security Surveillance System**

- 25.1 The Body Corporate may operate a security surveillance system for the Scheme (for example, cameras, alarms).
- 25.2 An Occupier must not interfere with operation of the security system.
- 25.3 The Body Corporate is not liable to Owners for:
- (a) a failure of the security system; or
  - (b) a failure of the person operating the security system, to detect a risk or threat.
- 25.4 The Body Corporate may, on giving an Occupier reasonable notice, enter a Lot for the purposes of maintaining or repairing the security system.

**26. Lockable Common Areas**

- 26.1 If the Body Corporate restricts the access to any part of the Common Property by means of a locked door or gate, the Body Corporate must:
- (a) provide one Key to each Owner enabling access; and
  - (b) where access requires a code, tell each Owner the code.

- 26.2 By-law 26.1 does not oblige the Body Corporate to provide a Key or code to an Owner for an area of Common Property containing Utility Infrastructure, unless that Owner owns or is responsible for maintaining the Utility Infrastructure.
- 26.3 The Body Corporate may provide additional Keys to an Owner or Occupier upon payment of a reasonable fee.
- 26.4 The Body Corporate must not provide a Key or code to any person unless the person is an Owner, Occupier or Service Contractor.
- 26.5 Any person given a Key by the Body Corporate must take reasonable care of it.
- 26.6 If a Key is lost, the person to whom the Body Corporate gave the Key must:
- (a) notify the Body Corporate that the Key has been lost; and
  - (b) pay a reasonable fee for replacement of the Key.
- 26.7 A person given a Key or code must not:
- (a) duplicate the Key; or
  - (b) disclose the code to any other person.
- 26.8 A person entering or leaving an area of Common Property must ensure that any door or gate to the area, if lockable, is locked after entering or leaving the area.
- 26.9 A person who ceases to be an Owner or Occupier must return all Keys to the Body Corporate.

**27. Water apparatus**

- 27.1 An Occupier must not put anything in a toilet or drain on a Lot or Common Property that may cause a blockage.
- 27.2 If:
- (a) an Occupier breaches by-law 27.1; and
  - (b) the Body Corporate or another Occupier incurs expense removing the blockage,
- the Body Corporate or that other Occupier may recover the cost of removing the blockage from the Occupier who caused the blockage.
- 27.3 An Occupier using a tap on Common Property must turn the tap off when not in use.

**28. Moving in or out of Scheme**

A person must not use the main entry foyer of a Building to move furniture and other household items into or out of the Building, unless there is no other practicable means of doing so.

**29. Utility Infrastructure**

- 29.1 An Occupier must not interfere with or overload Utility Infrastructure.
- 29.2 An Occupier must only use Utility Infrastructure for the purpose for which it was designed.
- 29.3 The Body Corporate may, on giving reasonable notice to an Occupier, enter the Occupier's Lot for the purposes of inspecting, maintaining, repairing and replacing Utility Infrastructure.
- 29.4 The Body Corporate in exercising its rights under by-law 29.3 must use reasonable endeavours to minimise inconvenience to the Occupier of the Lot.

**30. Exclusive Use Areas**

- 30.1 The Occupier of each Lot specified in Schedule E has exclusive use of the exclusive use area identified for the Lot in Schedule E.
- 30.2 Also, the Original Owner (or their agent) may allocate to Lots the exclusive use of a part of Common Property in accordance with the *BCCMA*.
- 30.3 The Original Owner's authority under by-law 30.2 ends 1 year after the first community management statement for the Scheme is recorded, or at another time specified in the *BCCMA*.
- 30.4 The Occupier of a Lot to which this exclusive use by-law attaches:
- (a) must use the exclusive use area:
    - (i) only for the purpose specified in Schedule E;
    - (ii) only for the purpose specified in an allocation under by-law 30.2; or
    - (iii) if no purpose is specified, only for the purpose for which it is designed;
  - (b) must not make improvements to the exclusive use area without the prior written consent of the Body Corporate;
  - (c) must not enclose the exclusive use area (including by any fence, barrier, screen or wall) without the prior written consent of the Body Corporate;
  - (d) must permit access to the exclusive use area by the Body Corporate (or a person authorised by the Body Corporate) to:
    - (i) maintain, repair or replace Utility Infrastructure; or
    - (ii) ascertain if the Occupier is complying with this by-law 30.4;
  - (e) must keep the exclusive use area clean and tidy; and
  - (f) must maintain the exclusive use area in good condition.
- 30.5 By-law 30.4(f) does not oblige the Occupier to maintain:
- (a) the roof (unless the roof is an improvement made by the Occupier);
  - (b) foundation structures; or
  - (c) supporting framework and load bearing walls,
- of the exclusive use area.

**31. Notice of Defects or Accidents**

An Occupier must give notice to the Body Corporate of any:

- (a) defect in or damage to Common Property or Utility Infrastructure; or
  - (b) accident on Common Property causing injury to any person,
- of which the Occupier is aware.

**32. Rules**

- 32.1 The Body Corporate may make rules about the use of Common Property, for example:
- (a) the times when recreational areas may be used;

- (b) appropriate attire;
- (c) alcohol consumption;
- (d) supervision of children;
- (e) a speed limit for Carparks;
- (f) time limit for visitor parking.

32.2 The rules must not be inconsistent with these by-laws.

32.3 The Body Corporate must give a copy of the rules to any Owner or Occupier who requests it.

### **33. Inspection by Body Corporate**

The Body Corporate may, on giving an Occupier reasonable notice, inspect a Lot or exclusive use area to ascertain if the Occupier is complying with these by-laws.

### **34. Cost recovery**

34.1 An Owner or Occupier must pay to the Body Corporate all reasonable costs to the Body Corporate of enforcing these by-laws against the Owner or Occupier.

34.2 Where the Body Corporate rectifies a breach by an Owner or Occupier of these by-laws, the Body Corporate may recover the reasonable cost of rectifying the breach from the Owner or Occupier.

### **35. Consents by Body Corporate**

35.1 Where a by-law states that an Occupier must not do a thing without the Body Corporate's consent:

- (a) the Body Corporate may ask the Occupier to provide information which is necessary to assess the request for consent;
- (b) a consent, if given, may be subject to conditions;
- (c) unless the by-law states that consent must not be unreasonably withheld, consent may be withheld for any reason.

35.2 Where the Body Corporate gives consent subject to conditions, and the Occupier breaches those conditions, the Body Corporate may revoke the consent by notice to the Occupier.

### **36. Body Corporate's powers**

36.1 Where a by-law gives the Body Corporate power or authority to do something (for example, to enter a Lot), that thing may be done by a person authorised by the Body Corporate.

36.2 For clarity, by-law 36.1 does not permit the Body Corporate to delegate its powers.

### **37. Application of by-laws to other persons**

37.1 Where a by-law places an obligation or restriction on an Occupier, the obligation or restriction also applies to a non-resident Owner.

37.2 An Occupier must take reasonable steps to ensure that the Occupier's invitees comply with these by-laws.

### **38. Further development**

38.1 While the Original Owner remains the Owner of a Lot, the Original Owner (including its employees and contractors) may:

- (a) carry out the construction of improvements, or do any other thing on Scheme Land in connection with development of the Scheme Land, as envisaged in Schedule B of this community management statement;
  - (b) use the Common Property or other Lots owned by the Original Owner to:
    - (i) access any part of the Scheme Land (with or without vehicles and equipment); and
    - (ii) store building materials, vehicles, equipment and fill.
- 38.2 While the Original Owner is doing any thing referred to in by-law 38.1, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it) relating to safety and movement on Scheme Land.

### **39. Severance**

- 39.1 If a part of a by-law is unlawful, that part will be severed if:
- (a) severance does not substantially alter the original effect of the by-law; and
  - (b) the by-law can operate without the severed part.
- Otherwise, the whole by-law is severed.
- 39.2 If a by-law is unlawful it will be severed and the other by-laws remain in force.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
-------------------	--

The lots in the Scheme are affected by the following types of statutory easements

Lot on Plan or Common Property	Statutory Easement
Common Property of Salis Community Titles Scheme	Support, Utility Services and Utility Infrastructure, Shelter, Projections Maintenance of building close to boundary
LOTS 101, 201–205, 301–305 ON SP341744	Support, Utility Services and Utility Infrastructure, Shelter, Projections Maintenance of building close to boundary

Services easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme Land. The approximate location of these services over the Common Property are as shown in the Service Location Diagram which is annexed to this Community Management Statement and marked "**Annexure A**".

Lot on Plan or Common Property affected	Service Easement	Service Location Diagram
Common Property of Salis Community Titles Scheme	Telecommunications, Underground Electricity, Sewer, Stormwater, Water, gas	"A"
LOTS 101, 201–205, 301–305 ON SP341744	Telecommunications, Underground Electricity, Sewer, Stormwater, Water, gas	"A"

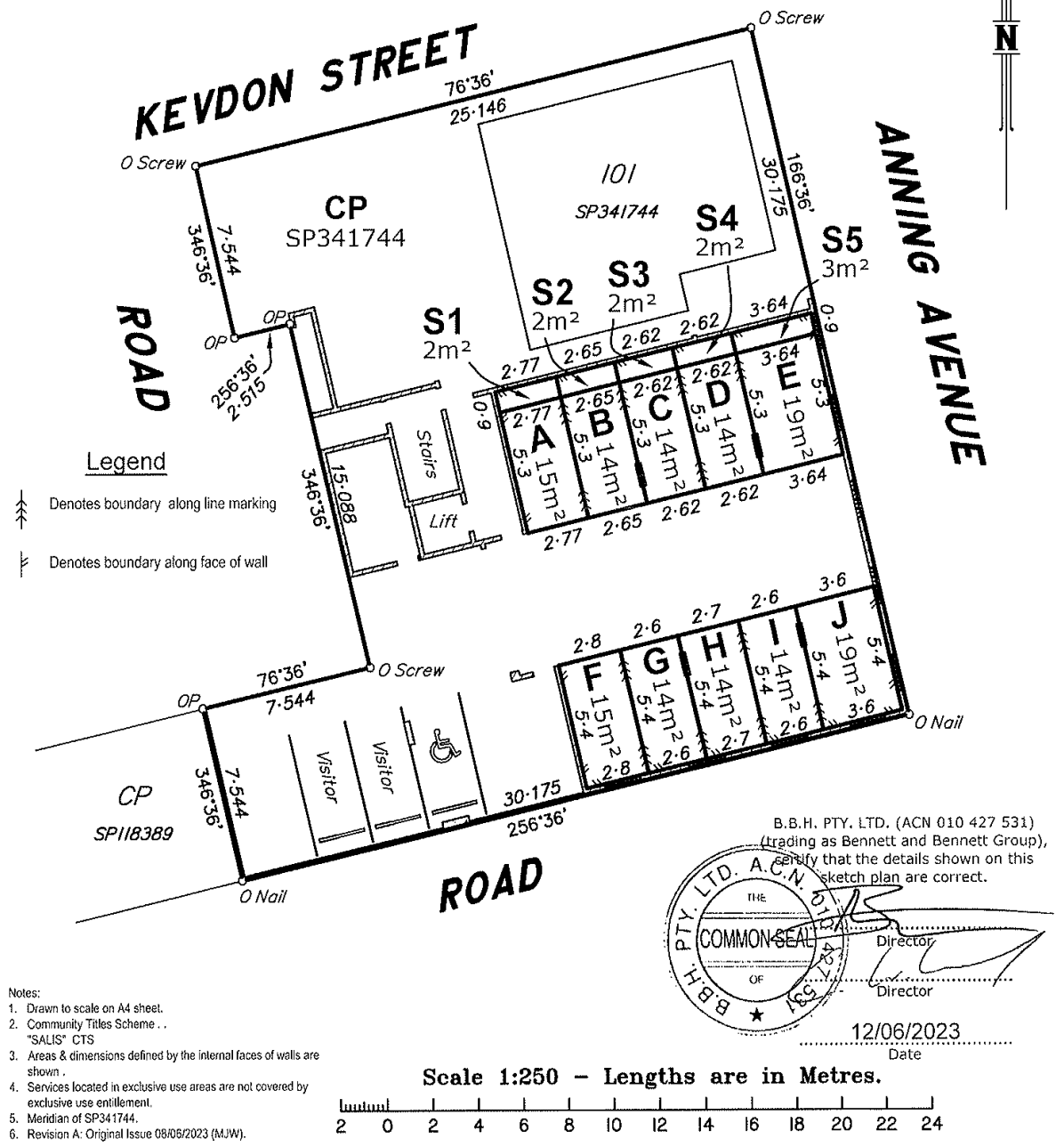


<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
-------------------	---

Lot on Plan	Exclusive Use Area	Purpose
Lot 101 on SP341744	-	-
Lot 201 on SP341744	Area F on sketch marked "A"	Carpark
Lot 202 on SP341744	Area G on sketch marked "A"	Carpark
Lot 203 on SP341744	Area H on sketch marked "A"	Carpark
Lot 204 on SP341744	Area I on sketch marked "A"	Carpark
Lot 205 on SP341744	Area J on sketch marked "A"	Carpark
Lot 301 on SP341744	Area A on sketch marked "A" Area S1 on sketch marked "A"	Carpark Storage
Lot 302 on SP341744	Area B on sketch marked "A" Area S2 on sketch marked "A"	Carpark Storage
Lot 303 on SP341744	Area C on sketch marked "A" Area S3 on sketch marked "A"	Carpark Storage
Lot 304 on SP341744	Area D on sketch marked "A" Area S4 on sketch marked "A"	Carpark Storage
Lot 305 on SP341744	Area E on sketch marked "A" Area S5 on sketch marked "A"	Carpark Storage

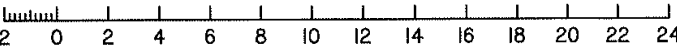
**PLAN A**  
**EXCLUSIVE USE PLAN**

"Salis" CTS  
Level A (Ground Level)



- Notes:
1. Drawn to scale on A4 sheet.
  2. Community Titles Scheme . .  
"SALIS" CTS
  3. Areas & dimensions defined by the internal faces of walls are shown .
  4. Services located in exclusive use areas are not covered by exclusive use entitlement.
  5. Meridian of SP341744.
  6. Revision A: Original Issue 08/06/2023 (MJW).

Scale 1:250 - Lengths are in Metres.



**BENNETT + BENNETT**

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

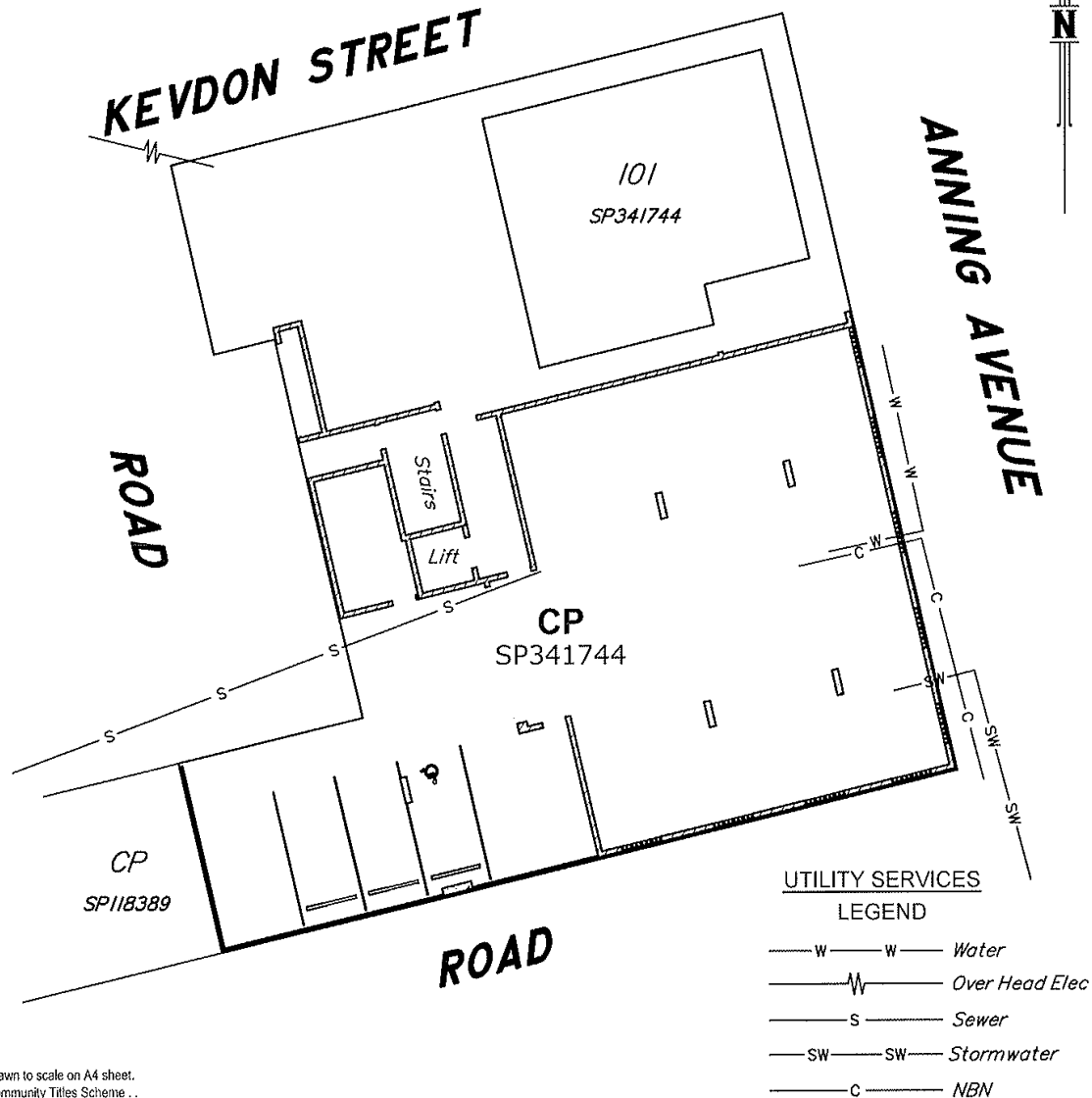
Surveying & Spatial Services  
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS  
www.bennettandbennett.com.au

Title:  
**Plan of Exclusive Use Areas A-J**  
in part of the Common Property on  
Level A (Ground Level) on SP341744  
"SALIS" CTS

Locality:	Golden Beach		
Local Gov:	SCRC	Prepared By:	MJW
Surveyed By:	MJW	Approved:	ZMT
Date Created:	08/06/2023	Scale:	1:250
Comp File:	221228 Ex Use		
Plan No:	221228 BFP		

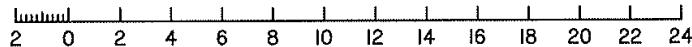
**PLAN B**  
**SERVICE LOCATION DIAGRAM**

"Salis" CTS  
Level A (Ground Level)



- Notes:
1. Drawn to scale on A4 sheet.
  2. Community Titles Scheme ... "SALIS" CTS
  3. This service location diagram shows the indicative location of utility services within the Common Property external to any building or structures as required by section 66(1) of the BCCM Act and should not be used for any other purpose.
  4. Services shown are plotted from plans provided by the builder & not verified by field survey.
  5. Revision A: Original Issue 08/06/2023 (MJW).

Scale 1:250 - Lengths are in Metres.



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

Surveying & Spatial Services  
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS  
www.bennettandbennett.com.au

Title:  
**Service Location Diagram**  
in part of the Common Property on  
Level A (Ground Level) on SP341744  
"SALIS" CTS

Locality:	Golden Beach		
Local Gov:	SCRC	Prepared By:	MJW
Surveyed By:	MJW	Approved:	ZMT
Date Created:	08/06/2023	Scale:	1:250
Comp File:	221228 SLD		
Plan No:	221228 BFP		

## PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

QUEENSLAND TITLES REGISTRY  
Body Corporate and Community Management Act 1997

FORM 18C Version 1  
Page 1 of 1

1. Name of community titles scheme

Salis

2. Reference to survey plan to be lodged with statement (if applicable)

SP341744

2. Approval by Planning Body



DAMIEN FREY  
ACTING COORDINATOR - SPECIALIST  
SERVICES UNIT  
DEVELOPMENT SERVICES BRANCH

signed

Name and designation

Sunshine Coast Regional Council

Name of planning body

Planning Body Reference Number : POS23/0106

**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 Department's website.



## CERTIFICATE OF COMPLETION

Date Generated: 18/03/2025 12:51:46 PM (AEST)

### Document Details

**Subject:** SignAnything - Disclosure Statement - 2/12 Anning Avenue, Golden Beach, QLD 4551

**Document Pages:** 28

**Certificate Pages:** 1

**Status:** Signed

**Exchanged by:** Not Applicable

**Exchange Date:** Not Applicable

**No. of Signatures:** 1

### Signature Logs

**Signer:** Anthony Milner

**Email Address:** aj@imageproperty.com.au

**Status:** Signed

**IP Address:** 1.146.116.163, 15.158.53.70

**Supervised By:**

**Email Sent Date:** 18/03/2025 12:51:12 PM (AEST)

**Signed Date:** 18/03/2025 12:51:44 PM (AEST)

**Signature:** *Anthony Milner*

---

**Signer:**

**Email Address:**

**Status:**

**IP Address:**

**Supervised By:**

**Email Sent Date:**

**Signed Date:**

**Signature:**

---

**Signer:**

**Email Address:**

**Status:**

**IP Address:**

**Supervised By:**

**Email Sent Date:**

**Signed Date:**

**Signature:**

# Contract for Residential Lots in a Community Titles Scheme

Fifteenth 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 Lots in a Community Titles Scheme in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.*

**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*

## SELLER'S AGENT

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_

LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## SELLER

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: \_\_\_\_\_

REF: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

000033736405

**BUYER**

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**BUYER'S AGENT** *(If applicable)*

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**BUYER'S SOLICITOR***← or any other solicitor notified to the Seller*

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**PROPERTY****Lot:** ADDRESS:

SUBURB:

STATE:

POSTCODE:

Description: Lot:

on: ☐ BUP ☐ GTP ☐ SP

Scheme:

Community Titles Scheme:

Title Reference:

**Present Use:****Local Government:****INITIALS** *(Note: initials not required if signed with Electronic Signature)*

000033736405

Excluded Fixtures:

Included Chattels:

## PRICE

Deposit Holder:

Deposit Holder's Trust Account:

Bank:

BSB:

Account No:

### 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: \$

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$

Balance Deposit (if any) payable on:

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.

## FINANCE

Finance Amount: \$

← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Finance Date:

## BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

## MATTERS AFFECTING PROPERTY

### Title Encumbrances:

Is the Property sold subject to any Encumbrances? ☐ No ☐ Yes, listed below:

← **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

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

000033736405



**Residential Tenancy Agreements or Rooming Accommodation Agreements:****This section must be completed for ALL contracts.**

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?

☐ Yes

☐ No

**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 5.3(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

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

**Tenancies:**

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement or Rooming Accommodation Agreement.

TENANT'S NAME:

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

**Managing Agent:**

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

**POOL SAFETY FOR NON-SHARED POOLS**

Complete the following questions if there is a non-shared pool in the Lot

**Q1.** Is there a non-shared pool on the Lot?

☐ Yes

☐ No

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

☐ Yes

☐ No

← **WARNING TO SELLER:** Under clause 5.3(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.

**STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

The Seller gives notice to the Buyer of the following matters:

**(a)** Latent or Patent Defects in Common Property or Body Corporate Assets (s223(a)(b))\*

---

**(b)** Actual or Contingent or Expected Liabilities of Body Corporate (s223(2)(c)(d))\*

---

**(c)** Circumstances in Relation to Affairs of Body Corporate (s223(3))\*

---

**(d)** Exceptions to Warranties in clause 7.4(4)\*

---

**(e)** Proposed Body Corporate Resolutions (clause 8.4)\*

---

\*Include in attachment if insufficient space

← **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.

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

000033736405

## ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot:

Aggregate Interest Schedule Lot Entitlement:

Contribution Schedule Lot Entitlement of Lot:

Aggregate Contribution Schedule Lot Entitlement:

## INSURANCE POLICIES

Insurer:

Policy No:

Building:

Public Liability:

Other:

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

*This section must be completed unless the Lot is vacant*

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

*(select whichever is applicable)*

- ☐ 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:

*(select whichever is applicable)*

- ☐ 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 7.8 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 and Emergency Services Act 1990.

## NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:

*(select whichever is applicable)*

- ☐ is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot or  
☐ is affected by an application to, or an order made by, QCAT in relation to a tree on the Lot, a copy of which has been given to the Buyer prior to the Buyer signing the 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.

## GST WITHHOLDING OBLIGATIONS

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

*(select whichever is applicable)*

- ☐ Yes  
☐ No

*[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land 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:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

← **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.

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

000033736405

## SPECIAL CONDITIONS

## SETTLEMENT

Settlement Date:

← or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

**WARNING:** The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement:

← If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

## 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: \_\_\_\_\_

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

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: \_\_\_\_\_

Witness: \_\_\_\_\_

Seller: \_\_\_\_\_

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)

000033736405

# TERMS OF CONTRACT FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

## 1. DEFINITIONS

**1.1** In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown 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) **"Body Corporate"** means the body corporate of the Scheme;
- (g) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **"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;
- (i) **"Bond"** means a bond under the RTRA Act;
- (j) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **"Business Day"** means a day other than:
  - (i) a Saturday or Sunday
  - (ii) a public holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive).
- (m) **"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;
- (n) **"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;
- (o) **"Court"** includes any tribunal established under statute;
- (p) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (q) **"Disclosure Statement"** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (s) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (t) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (u) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (v) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (w) **"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;
- (x) **"ELNO"** has the meaning in the ECNL;
- (y) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (z) **"Encumbrances"** includes:
  - (i) unregistered encumbrances
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (aa) **"Essential Term"** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
  - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (f), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (bb) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (cc) **"Extension Notice"** means a notice under clause 6.2(1);
- (dd) **"Financial Institution"** means a Bank, building society or credit union;
- (ee) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (ff) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (gg) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (hh) **"GST"** means the goods and services tax under the *GST Act*;
- (ii) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (jj) **"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;
- (kk) **"Improvements"** means all fixed structures in the Lot (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;
- (ll) **"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;
- (mm) **"Land"** means the scheme land for the Scheme;

- (nn) **"Outgoings"** means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
  - (ii) Body Corporate Levies.
- (oo) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (pp) **"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*;
- (qq) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (rr) **"Property"** means:
- (i) the Lot;
  - (ii) the right to any Exclusive Use Areas;
  - (iii) the Improvements;
  - (iv) the Included Chattels;
- (ss) **"Regulation Module"** means the regulation module for the Scheme;
- (tt) **"Rent"** means any periodic amount, including outgoings, payable under the Tenancies;
- (uu) **"Reserved Items"** means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (vv) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (ww) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (xx) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (yy) **"Scheme"** means the community titles scheme containing the Lot;
- (zz) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (aaa) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (bbb) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (ccc) **"Special Contribution"** means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.
- (ddd) **"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;
- (eee) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (fff) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

## 2. PURCHASE PRICE

### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

### 2.2 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 2.2(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 2.2(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 2.2(4)(a) is given to the Buyer then clause 2.2(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.

### 2.3 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; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 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;
  - (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) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
  - (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

## 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) 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,

then:

- (c) for clause 2.5(1), 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;
  - (d) 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;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) 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.
- (4) For clause 2.5(3) 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.

- (5) 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.
  - (d) 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
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

## 2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 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) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), 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 or the Body Corporate 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 assessment (excluding any discount).
- (3) 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 interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; 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.
- (4) 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 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.
- (5) 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.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then 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 or the Body Corporate, as appropriate. 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 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) 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 2.6(7), 2.6(8), 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) 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.
- (12) 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.

The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
  - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and

- (b) 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.

- (16) 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.
- (17) 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 2.6.

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

### 3. FINANCE

- 3.1 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.
- 3.2 The Buyer must give notice to the Seller that:
  - (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional on 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).
- 4.2 The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 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.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 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.

## 5. SETTLEMENT

### 5.1 Time and Date

- (1) Settlement must occur:
  - (a) between 9am and 4pm AEST on the Settlement Date; and
  - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) 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 61(2)(c) of the *Property Law Act 1974* applies.

### 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- (2) 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.

### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, 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 done this 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.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(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) The Seller is not required to comply with clause 5.3(1)(e) if the Buyer is an exempt lessor as defined in section 82A of the *RTRA Act*.

### 5.4 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; and
  - (3) manufacturers' warranties regarding the Included Chattels;
  - (4) builders' warranties on the Improvements;
- to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

### 5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

### 5.6 Reservations

- (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 5.6(2) or 5.6(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.

### 6.2 Extension of Settlement Date

- (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 nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) by agreement of the parties; or
  - (b) under clause 6.3 or 11.4,but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.



### 6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended; and
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
  - (a) **"Affected Party"** means a party referred to in clause 6.3(1);
  - (b) **"Delay Event"** means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency; or
    - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
  - (c) **"Government Agency"** means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) **"Settlement Obligations"** means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (f) and 5.5;
  - (e) **"Suspension Period"** means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate; and
- (2) any reservations or conditions on the title or the original Deed of Grant.

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

### 7.3 Requisitions

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

### 7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
  - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
  - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
  - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (d) 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 Land;
  - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
  - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
  - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;

- (c) 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
- (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
  - (a) the Seller breaches a warranty in clause 7.4(4); or
  - (b) the Additional Body Corporate Information is not completed;
 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.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (8) The Seller warrants that:
  - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements or Rooming Accommodation Agreements are true and correct; and
  - (b) if there are Tenancies, the current rent complies with the requirements of section 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (9) If the Seller's warranty in clause 7.4(8) 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(8).
- (10) The Seller does not warrant that the Present Use is lawful.

## 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
  - (a) there is an error in the boundaries or area of the Lot;
  - (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*;
  - (c) there are Services which pass through the Lot that do not service the Lot and are not:
    - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
    - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
  - (d) there is a mistake or omission in describing the Lot or the Seller's title to it,
 which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
  - (a) immaterial; or
  - (b) material, but the Buyer elects to complete this contract;
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing 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 valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
  - (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
  - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
  - (a) the Seller must comply with the notice or order; 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 notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.

## 7.7 Property Adversely Affected

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access to the Land or the Lot, passes unlawfully through other land;
  - (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
  - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (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;
  - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
  - (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,
 and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.

- (3) The Seller authorises the Buyer to:
  - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
  - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

## 7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(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 Buyer's only remedy for non-compliance with clause 7.8(1).

## 7.9 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.

## 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;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

### 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 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 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:
  - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.

- (3) In clause 8.4(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.

## 8.5 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;
- (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.

## 8.6 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 and the cost of any Work or Expenditure under clause 7.6(3).

## 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 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. GENERAL

### 10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

### 10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

### 10.3 Duty

The Buyer must pay all duty on this contract.

### 10.4 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 facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
- (c) 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 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, 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 10.4(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) For the purposes of clause 10.4(3)(c) and clause 12.2 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.

### 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

### 10.6 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.

### 10.7 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.

### 10.8 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.

### 10.9 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) Statutes and Regulations**

Reference to statutes includes all statutes amending, consolidating or replacing 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.

**10.10 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.

**11. ELECTRONIC SETTLEMENT**

**11.1 Application of Clause**

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

**11.2 Nomination of ELNO System and Completion of Electronic Workspace**

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.

- (2) The parties must:

- (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
- (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.

- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.

- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:

- (a) 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;
- (b) 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.

- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) 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;
- (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) 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.

**11.3 Electronic Settlement**

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c), (e) and (f); and
  - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) 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 5.3(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 the Business Day after settlement; and
  - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) 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 not done something in the Electronic Workspace.
  - (6) 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.
  - (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### **11.4 Computer System Unavailable**

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

#### **11.5 Costs**

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

### **12. ELECTRONIC CONTRACT AND DISCLOSURE**

#### **12.1 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.

#### **12.2 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 and which was given before the Buyer signed this contract.

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b>	<b>51322568</b>	<b>Search Date:</b>	18/03/2025 11:49
<b>Date Title Created:</b>	20/07/2023	<b>Request No:</b>	51246530
<b>Previous Title:</b>	13845027, 15388154		

#### ESTATE AND LAND

Estate in Fee Simple

LOT 202 SURVEY PLAN 341744

Local Government: SUNSHINE COAST

COMMUNITY MANAGEMENT STATEMENT 55993

#### REGISTERED OWNER

Dealing No: 723883108 24/02/2025

STACEY LEANNE CARTWRIGHT

KYM LOUISE LYON

UNDER INSTRUMENT 723883108

PERSONAL REPRESENTATIVE

#### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10641220 (POR 27)

#### ADMINISTRATIVE ADVICES

NIL

#### UNREGISTERED DEALINGS

NIL

\*\* End of Current Title Search \*\*