

Disclosure Statement

Body Corporate and Community Management Act 1997 Section 206

BODY CORPORATE

Body Corporate for: Far Away Tree Community Titles Scheme: 342
Lot No: 13 on: BUP GTP SP 71296
ADDRESS: 40 Coondoo Street
SUBURB: Kuranda STATE: QLD POSTCODE: 4881

PRESCRIBED INFORMATION

SECRETARY OF BODY CORPORATE

NAME:
Brent Hammond C/ BodyCorp101
ADDRESS: PO BOX 588
SUBURB: Earlville STATE: QLD POSTCODE: 4870
PHONE: (07) 4033 7768 FAX: _____

BODY CORPORATE MANAGER

NAME:
BodyCorp101
ADDRESS: PO BOX 588
SUBURB: Earlville STATE: QLD POSTCODE: 4870
PHONE: (07) 4033 7768

BODY CORPORATE COMMITTEE

Do not complete if there is no Committee for the Body Corporate

Is there a Committee for the Body Corporate? YES NO

If there is a Committee, is the Body Corporate Manager engaged to perform the functions of the Committee? YES NO

ANNUAL CONTRIBUTIONS AND LEVIES

Amount of annual contributions currently fixed by the Body Corporate as payable by the owner of the lot:

Administrative Fund: \$ 1,453.57 each year by instalments in: advance arrears
on the first day of each Month of January, May and September

Sinking Fund: \$ 942.87 each year by instalments in: advance arrears
on the first day of each Month of January, May and September

Other: Insurance. For 2023 the annual payment is \$1,556.18 payable in instalments in advance on the first day of each month of January, May and September.

IMPROVEMENTS ON COMMON PROPERTY FOR WHICH BUYER WILL BE RESPONSIBLE

(insert details)

Body Corporate Manager has disclosed Nil but we note Section 41 of the By Laws, a copy of which is included in Schedule 1 to the Contract.

BODY CORPORATE ASSETS REQUIRED TO BE RECORDED ON REGISTER

(insert details)

Nil

INFORMATION PRESCRIBED UNDER REGULATION MODULE

(insert details)

The Commercial Regulation Module applies.

Nil disclosures made by Body Corporate Manager.

SIGNATURES

Seller: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Seller: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Seller: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Seller: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Seller: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Seller: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

BUYERS ACKNOWLEDGMENT

The Buyer:

- (a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature; and
- (b) Acknowledges having received and read this statement before entering into the contract.

Buyer: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Buyer: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Buyer: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Buyer: _____ **Date:** _____ **Witness:** _____ **Date:** _____
Not required if this form is signed electronically

Buyer: _____ **Date:** _____ **Witness:** _____ **Date:** _____



Contract for Residential Lots in a Community Titles Scheme

Fourteenth 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:	Without the intervention of an Agent.		
ABN:		LICENCE NO:	
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:

SELLER

NAME:	Mareeba Shire Council pursuant to Chapter 4, Part 12, Division 3 of the Local Government Regulation	ABN:	
ADDRESS:	PO BOX 154		
SUBURB:	Mareeba	STATE:	QLD
		POSTCODE:	4880
PHONE:	MOBILE:	FAX:	EMAIL:
1300 308 461			SusieA@msc.qld.gov.au

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

SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:	Preston Law		
REF:	CONTACT:	Julianna Cuda	
ADDRESS:	15 Spence Street		
SUBURB:	Cairns	STATE:	QLD
		POSTCODE:	4870
PHONE:	MOBILE:	FAX:	EMAIL:
40 520 737			jcuda@prestonlaw.com.au

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

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 *(if applicable)*■ *or any other solicitor notified to the Seller*

NAME:					
REF:			CONTACT:		
ADDRESS:					
SUBURB:	STATE:	POSTCODE:			
PHONE:	MOBILE:	FAX:	EMAIL:		

PROPERTY

Lot:	ADDRESS:	40 Coondoo Street					
	SUBURB:	Kuranda	STATE:	QLD	POSTCODE: 4881		
Description:	Lot:	13	On:	<input checked="" type="checkbox"/> BUP	<input type="checkbox"/> GTP	<input type="checkbox"/> SP	71296
	Scheme:	Far Away Trees	Community Titles Scheme: 342				
Title Reference:	21505166						
Present Use:							
Local Government:	Mareeba Shire Council						
Excluded Fixtures:							

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

Included Chattels:

Empty box for included chattels.

PRICE

Deposit Holder: Preston Law

Deposit Holder's Trust Account: Preston Law Trust Account

Bank: ANZ

BSB: 014 734

Account No: 835 827 858

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:

\$ 10% of Purchase Price

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

Default Interest Rate:

\$

%

Balance Deposit (if any) payable on:

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? [X] No [] Yes, listed below:

Empty box for listing encumbrances.

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.

Tenancies:

TENANTS NAME:

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

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

Empty box for starting date of term.

Empty box for ending date of term.

Empty box for rent, with \$ symbol.

Empty box for bond, with \$ symbol.

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

Managing Agent:

AGENCY NAME:			
PROPERTY MANAGER:			
ADDRESS:			
SUBURB:		STATE:	POSTCODE:
PHONE:	FAX:	MOBILE:	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

■ **WARNING TO SELLER:** Under clause 5.3(1)(e) 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.

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

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 (s 223(a)(b))*

Nil - Refer to Special Conditions

■ **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.

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*

Nil - Refer to Special Conditions

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))*

Nil - Refer to Special Conditions

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

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

*Include in attachment if insufficient space

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot:	17
Aggregate Interest Schedule Lot Entitlement:	199
Contribution Schedule Lot Entitlement of Lot:	1
Aggregate Contribution Schedule Lot Entitlement:	14

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

INSURANCE POLICIES

Insurer:	Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722	Policy No: SUU QLD C9856 0178005/001
Building:	\$4,037,000.00	
Public liability:	\$10,000,000.00	
Other:	In accordance with the Certificate of Currency included in Schedule 2	

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

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

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:
(select whichever is applicable)

- installed in the residence
- not installed in the residence

■ **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)

SPECIAL CONDITIONS

Refer to Annexure A

SETTLEMENT

SETTLEMENT DATE:

30 days from the Contract 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:

Cairns

■ 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)

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 *Residential Tenancies and Rooming Accommodation Act 2008*;
- (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) – (e), 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*;

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

- (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) **"Scheme"** means the community titles scheme containing the Lot;
- (ww) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (xx) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (yy) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (zz) **"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;
- (aaa) **"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;
- (bbb) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ccc) **"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) 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; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) 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) 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.

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 *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturers' warranties regarding the Included Chattels; and
 - (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;
 - (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) – (e) 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 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*.

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 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) and (e) 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.

**ANNEXURE A
SPECIAL CONDITIONS**

1. EXCLUDED AND AMENDED TERMS

1.1. Printed Provisions

The REIQ Terms of Residential Lots in a Community Titles Scheme (Fourteenth Edition) ("**Standard Terms**") apply to this Contract except as are excluded or modified by these Special Conditions.

1.2. Definitions

In these Special Conditions, unless the context otherwise requires:

1.2.1. **Claim** means any action, suit, claim, demand, liability or proceeding (whether actual or potential) at law, in equity or under statute in relation to any damages, losses, costs, charges, expenses, injuries or deaths;

1.2.2. **Contaminant** means a substance that:

1.2.2.1. presents a risk of harm to human health or any aspect of the environment; or

1.2.2.2. gives rise to any Environmental Liability; or

1.2.2.3. could result in an authority issuing a notice in respect of the substance, and Contamination, Contaminated and Contaminate have corresponding meanings;

1.2.3. **Deed of Guarantee and Indemnity** means the deed of guarantee and indemnity annexed hereto as Schedule 4;

1.2.4. **Environmental Law** means any obligation under a law about, or relating to, the environment, planning, building or infrastructure, including about:

1.2.4.1. land use, planning and development or occupation of land or buildings;

1.2.4.2. heritage preservation;

1.2.4.3. protection, exploration, exploitation, development or conservation of natural or cultural resources;

1.2.4.4. Contamination or Contaminants;

1.2.4.5. waste disposal, waste generation, recycling or treatment;

1.2.4.6. chemical, toxic, hazardous, poisonous or dangerous substances;

1.2.4.7. noise or odour;

1.2.4.8. protection of the environment from harm or degradation;

1.2.4.9. occupational health and safety;

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- 1.2.5. **Environmental Liability** means any cost, expense or penalty that has been or could be imposed on the owner or any occupier of the Property under an Environmental Law as a result of:
- 1.2.5.1. the Lot being contaminated;
 - 1.2.5.2. a Contaminant in a building;
 - 1.2.5.3. an event that has occurred;
 - 1.2.5.4. a breach of the Environmental Law;
 - 1.2.5.5. activities carried on at the Property whether during the ownership of the Property by the Seller or any prior time.
- 1.2.6. **Guarantor**, where the Buyer is a company, means the directors of the Buyer company, and if required by the Seller, the shareholders of the Buyer company;
- 1.2.7. **Impediment** has the meaning given to that term in Special Condition 4.1;
- 1.2.8. **Insolvent** means, in respect of a party, a receiver (or receiver and manager), administrator, provisional liquidator, liquidator or a controller is appointed to the party, or in respect of any property of the party;
- 1.2.9. **Liability** means any damage, loss, cost, charge, expense, payment or liability (including legal costs and expenses incurred on a solicitor and own client basis) or a claim, action, proceeding or demand, however arising and whether present or future, direct or indirect, fixed or ascertained, actual or contingent;
- 1.2.10. **Notifiable Activity** has the meaning given to it in *Environmental Protection Act 1994* (Qld);
- 1.2.11. **Object** means to do or refrain from doing any act with the intention or for the purpose of preventing or delaying the performance of this Contract or the exercise of rights under this Contract or at law and includes to:
- 1.2.11.1. object to title;
 - 1.2.11.2. in any way terminate this Contract or refuse to perform obligations under this Contract;
 - 1.2.11.3. in any way delay settlement;
 - 1.2.11.4. make a Claim, including a claim for compensation or any reduction in the Purchase Price;
 - 1.2.11.5. claim a set-off, or to otherwise retain any part of the Purchase Price other than a settlement adjustment; or
 - 1.2.11.6. require the Seller to carry out any works;
- 1.2.12. **Registered Owner** means Lloyd Philip James Livsey and Anthea Marie Daniels;
- 1.2.13. **Sunset Date** has the meaning given to that term in Special Condition 4.4; and

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1.2.14. a reference to a person includes a body corporate.

1.3. **Standard Terms**

The following clauses of the Standard Terms to this Contract are amended as follows:

1.3.1. clauses 2.6(17), 3, 4, 5.3(1)(b)-(e) (inclusive), 5.4, 5.6, 7.4(1)-(7)(inclusive), 7.7, 7.8 8.3, 8.4, 8.5, 8.6, 9.3, 9.5(2), 9.8 and 11 are deleted;

1.3.2. clause 2.3(1) is amended by deleting the words “by either the Seller or the Buyer” and inserting “the Seller” in that place. [Note: the Seller does not intend to invest the Deposit];

1.3.3. clause 2.4(3) is deleted and replaced with the following:

“(3) Subject to the Special Conditions, if this Contract is terminated, the Buyer has no further Claim once it receives the Deposit.”;

1.3.4. a new clause 2.6(17) is inserted as follows:

“2.6(17) The Seller's liability for any rates, taxes or other outgoings in respect of the Property merges on settlement of this Contract.”;

1.3.5. a new clause 2.6(18) is inserted as follows:

“2.6(18) Any payments for Outgoings or other amounts contemplated by this clause are subject to the provisions of the *Local Government Regulation 2012*.”

1.3.6. clause 5.3(2) is deleted and replaced with the following:

“(3) Immediately on settlement, the Seller will make available to the Buyer (or its representative) all Keys which are in the possession or control of the Seller as at the Settlement Date and the location at which the Keys will be made available will be notified by the Seller to the Buyer prior to settlement.”;

1.3.7. clause 5.5 is amended as follows:

1.3.7.1. by deleting the word “vacant”; and

1.3.7.2. by inserting “(1)” at the start of the current paragraph and inserting the following new subclause:

“(2) The Buyer acknowledges that a final inspection certificate or other building approval may not have issued for the Property and the Seller’s obligation to deliver vacant possession will be met even though the Buyer may not be entitled to lawfully occupy any improvements on the Lot.”;

1.3.8. clause 7.5 is deleted and replaced with the following:

“**7.5 Survey and Mistake**

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If there is any material or immaterial error in the boundaries or area of the Lot or any material or immaterial encroachment, the Buyer will not be entitled to terminate the Contract and will not be entitled to any compensation or Claim.”;

1.3.9. clause 7.6 is deleted and replaced with the following:

“7.6 Requirements of Authorities

- (1) The Buyer accepts and must comply with all requirements of authorities relating to the Property, issued before, on or after the date of this Contract. The Seller will notify the Buyer of any requirements of authorities that the Seller becomes aware of before the Settlement Date.
- (2) If the Seller is required or chooses to comply with the requirement of an authority, the Buyer may not make any Claim for damages or compensation, nor make any requisition, deduct or retain any amount, rescind or terminate this Contract or delay settlement because the Seller has not complied with or completed any requirement before the Settlement Date. The Seller is under no obligation to continue or complete the requirement after the Settlement Date.
- (3) The Buyer indemnifies the Seller for the reasonable costs the Seller incurs wholly or partially in complying with any requirement of any authority. If before the Settlement Date, the Seller delivers to the Buyer a statement of any reasonable costs that the Seller has incurred in complying with any requirement of an authority, then at settlement, the Buyer must pay the Seller the amount shown in the statement.”;

1.3.10. clause 8.1 is deleted and replaced with the following:

“8.1 Risk

The Property is at the Buyer’s risk on and from the Contract Date.”

1.3.11. clause 8.2 is deleted and replaced with the following:

“8.2 Access

The Seller is selling the Property in its capacity as local government for unpaid rates under the *Local Government Regulation 2012* (Qld). The Seller is not authorised to allow the Buyer and its consultants access to the Property.”;

1.3.12. clause 10.2 is amended by:

1.3.12.1. renumbering the first paragraph as 10.2A; and

1.3.12.2. inserting the following new clause after clause 10.2B: “10.2B The Buyer indemnifies the Seller against, and must the Seller on demand, the

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amount of all Claims incurred, paid or suffered by the Seller as a consequence of the breach of the warranty in clause 10.2A”.

1.4. Inconsistency

Where there is any inconsistency between the terms of the Standard Terms and these Special Conditions the terms of the Special Conditions shall prevail to the extent of that inconsistency.

1.5. No assignment

The Buyer acknowledges that this Contract is personal to it and the Buyer cannot assign its interest under this Contract without the prior written approval of the Seller.

1.6. Incapacity

Without affecting any of the Seller's other rights or remedies, if the Buyer:

1.6.1. is an individual and dies or becomes mentally ill or incapable of managing his or her own affairs; or

1.6.2. is a company and is Insolvent,

the Buyer is regarded as having breached this Contract in an essential respect and the Seller may terminate this Contract by notice to the Buyer.

1.7. Severability

Any provision of this Contract which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Contract or the validity of that provision in any other jurisdiction.

2. SELLERS STATUS

2.1. The Buyer acknowledges and agrees for the benefit of the Seller, the employees and agents of the Seller that:

2.1.1. the Seller is selling the Property pursuant to Chapter 4 Part 12 Division 3 of the *Local Government Regulation 2012* and has no personal responsibility whatsoever for the actions of the Registered Owner;

2.1.2. the Seller and its employees and agents (and each of them) are not liable personally or otherwise to the Buyer for the performance or non-performance of the Seller's obligations under this Contract or otherwise and any aspects of the Property;

2.1.3. without limiting the generality of Special Condition 2.1.2 the Buyer acknowledges and agrees that any liability arising under or in connection with the sale of the Property can be enforced against the Seller only to the extent to which it can be satisfied out of property for which the Seller is actually indemnified for the liability;

2.1.4. without limiting the generality of Special Condition 2.1.2, the Buyer releases the Seller and its employees and agents (and each of them) from all Claims arising out

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of or in any way related to this Contract including (without limitation) any dealings prior to the signing of this Contract;

2.1.5. the Seller acts in the capacity to sell pursuant to Chapter 4 Part 12 Division 3 of the *Local Government Regulation 2012* and the Buyer is not entitled to enquire further in respect of the Seller's capacity.

2.2. At settlement the Buyer will accept a transfer of the property executed by the Seller as "Mareeba Shire Council pursuant to Chapter 4 Part 12 Division 3 of the *Local Government Regulation 2012*" in satisfaction of clause 5.3(1) of the Standard Terms.

2.3. Pursuant to the provisions Chapter 4 Part 12 Division 3 of the *Local Government Regulation 2012*, the Buyer acknowledges and agrees the Seller is not required to provide to the Buyer any release of any caveat over the title of the Property or the original certificate of title issued for the Property.

3. RELEASE AND INDEMNITY FROM BUYER

3.1. The Buyer releases the Seller and the Seller's employees and agents, from any Liability for, or in relation to:

3.1.1. any aspect of this Contract, the Property and the performance or non-performance of the Seller's obligations under this Contract; and

3.1.2. any negligent act or omission.

3.2. The Buyer agrees (to the maximum extent permitted by law) to indemnify the Seller and to keep them indemnified on and after settlement of this Contract from and against all Liabilities that they directly and indirectly incur (including in a personal capacity):

3.2.1. because a person, including an employee or agent of the Buyer, makes a claim against them in their personal capacity with respect to any matter arising through the Buyer's investigations of or other dealings in respect of the Property, or the Buyer entering into this Contract; and

3.2.2. in connection with a breach of this Contract by the Buyer; and

3.2.3. in relation to the Property, but only in respect of acts or omissions occurring or circumstances arising after settlement of this Contract.

4. SELLER'S RIGHTS IF SETTLEMENT AFFECTED BY IMPEDIMENTS

4.1. What is an Impediment

For this Special Condition 4.1, an **Impediment** is any thing or right or event that prevents or will prevent the Seller complying with the obligation under this Contract to convey the Property to the Buyer on the Settlement Date and on the terms specified in this Contract. An Impediment includes (but is not limited to):

4.1.1. an injunction or other order of any court of competent jurisdiction; or

4.1.2. a caveat or writ of execution affecting the Lot; or

4.1.3. any accident, civil disturbance, war or act of god; or

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- 4.1.4. any want of authority or lack of a necessary consent; or
- 4.1.5. any other circumstances whatsoever and howsoever arising.

4.2. **Right to terminate**

Subject to Special Condition 4.3, the Seller may terminate this Contract by giving a notice to the Buyer if, because of an Impediment, the Seller is unable to:

- 4.2.1. provide the Buyer with a transfer of the Property that is capable of immediate registration free of the Encumbrances that must be released under this Contract; and/or
- 4.2.2. otherwise deliver the Property to the Buyer in accordance with the requirements of this Contract.

4.3. **Waiver**

If the right of termination would arise under Special Condition 4.2.2, and settlement of this Contract would not be a breach of a law or an order of a court, then the Seller must give the Buyer an opportunity to waive the relevant requirement before exercising the right to terminate this Contract.

4.4. **Right to extend the Settlement Date**

If the Seller is entitled to terminate this Contract under clause 4.2 (or would be, subject to clause 4.3) then the Seller may instead give the Buyer a notice extending the Settlement Date, which will then be the earlier of:

- 4.4.1. the date that is 3 months after the original Settlement Date noted in the Contract (**Sunset Date**); and
- 4.4.2. the date that is 5 Business Days after the Seller notifies the Buyer that it is able to provide the Buyer with a transfer of the Property that is capable of immediate registration free of the Encumbrances that must be released under this Contract and otherwise deliver the Property to the Buyer in accordance with the requirements of this Contract.

4.5. **Effect and exercise of rights under this Special Condition 4**

- 4.5.1. The Seller can give a notice under Special Condition 4.2:
 - 4.5.1.1. on the Settlement Date; or
 - 4.5.1.2. at any time before the Settlement Date if the Impediment exists and the Seller believes on reasonable grounds that the Impediment will continue to exist on the Settlement Date.
- 4.5.2. A notice under Special Condition 4.4 extending the Settlement Date does not waive or otherwise affect the right of the Seller to give a notice terminating this Contract under Special Condition 4.2.
- 4.5.3. A notice under Special Condition 4.4 extending the Settlement Date can be given multiple times provided that the extended Settlement Date is not later than the Sunset Date.

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4.5.4. A notice given under Special Condition 4.4.2 is not a representation that the Impediment is removed and is not a waiver of the Seller's right to terminate under Special Condition 4.2.

4.6. No claims by Buyer

The Buyer cannot make any Claim under this Contract or representation or warranty because the Seller terminates this Contract under clause 4.2, has extended the Settlement Date under clause 4.4 or, because of an Impediment, is unable to:

4.6.1. provide the Buyer with a transfer of the Property that is capable of immediate registration free of the Encumbrances that must be released under this Contract; or

4.6.2. otherwise deliver the Property to the Buyer in accordance with the requirements of this Contract.

4.7. Buyer's right to terminate

If the Settlement Date has passed and this Contract has not been completed or terminated by the Seller, then the Buyer may terminate this Contract by giving the Seller a notice.

4.8. Rights on termination

If a party terminates this Contract under this Special Condition 4 then:

4.8.1. neither the Buyer nor the Seller will have any further Claim against the other arising out of this Contract;

4.8.2. the Deposit and other moneys paid under this Contract shall be refunded to the Buyer by the Seller or the Deposit Holder as the case may be without deduction, interest, costs or damages; and

4.8.3. the Seller will not be liable to the Buyer for damages, compensation, costs or any other monies or otherwise arising from such termination.

5. NO REPRESENTATIONS

5.1. Acknowledgement

The parties acknowledge that the Seller is selling the Property pursuant to Chapter 4 Part 12 Division 3 of the *Local Government Regulation 2012* and makes no representation about the quality or condition of the Property.

5.2. Acceptance of Present Condition

The Buyer is taken to have inspected the Property and accept it in its present condition "as is where is" and subject to:

5.2.1. any legal, physical, patent or latent defects;

5.2.2. all existing ways easements and encroachments (if any) and to all statutes affecting the same or any part or parts thereof and to all orders and regulations made thereunder respectively; and

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- 5.2.3. all requisitions, orders and notices whatsoever issued by any competent authority in respect of the Property and requiring works to be performed on, about or in respect of the Property.

5.3. **Buyer's acknowledgement**

Subject to the Seller's warranties set out in the Standard Terms (as amended by these Special Conditions), the Buyer:

- 5.3.1. does not rely on, and has not been induced to enter into this Contract by, any information provided or statements about the Property, or representations or warranties either express or implied made by or on behalf of the Seller, the Seller's agent or their respective employees or agents, other than as set out in this Contract;
- 5.3.2. acknowledges that it has not been induced to enter into this Contract, and has relied on its own advice, enquiries and commercial judgement in entering into this Contract;
- 5.3.3. warrants that it has carried out its own due diligence with respect to the Property including, but not limited to, in relation to applicable planning schemes, development approvals, the operation and ownership of essential services infrastructure including water, sewerage, roads and drainage, future liabilities and matters relating to the body corporate for the Scheme. The Buyer warrants that it is satisfied with the outcome of its due diligence activities. This clause does not limit the effect of clause 5.3.4.
- 5.3.4. must not Object to or make any Claim against the Seller and has satisfied itself in relation to all matters regarding the Property including, but not limited to, the following:
 - 5.3.4.1. rights and privileges relating to the Lot and/or the Property;
 - 5.3.4.2. the existence or non-existence of any defects (latent or patent) affecting the Property or the title to the Property;
 - 5.3.4.3. any immaterial or material error in the description or particulars of the Property, the title of the Property, or the boundaries or area of the Lot;
 - 5.3.4.4. the existence of any Encumbrances, encroachments, heritage status, notices or history affecting the Property (whether adversely or not);
 - 5.3.4.5. any walls or fences on the Lot that should be on the boundaries of the Lot but which are not;
 - 5.3.4.6. the state of repair and condition, quality, quantity, structural soundness and absence or otherwise of impediments, faults, inadequacies and defects in the Property or any improvements on the Lot, and whether or not the construction or use of the Property is, or will be, lawful;
 - 5.3.4.7. whether or not the Property, the improvements on the Lot (including any pool) and any occupation of those improvements comply with all obligations under any law including without limitation *Building Act 1975*

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(Qld), *Building Code of Australia, Fire and Rescue Service Act 1990* (Qld) and the *Building Fire Safety Regulation 2008* (Qld);

- 5.3.4.8. the fitness and suitability of the Property for the purposes the Buyer wants it;
- 5.3.4.9. the zoning, restrictions and potential use of the Property, including the lawful purposes for which the Property may be used, or the suitability of the Lot for future development;
- 5.3.4.10. the existence or otherwise of necessary approvals and licences from any Authority relating to the Property, including any failure to comply with any approvals or licences and the state of any conditions under those approvals;
- 5.3.4.11. the future economic feasibility, viability and economic return of the Property or use of the Property;
- 5.3.4.12. whether there are any requirements of any Authority relating to the Property, including notices requiring the doing of work in respect of the Property, enforcement notices, resumptions, road dedications, road widenings and similar things;
- 5.3.4.13. the means of access to the Property;
- 5.3.4.14. whether any services (such as electricity, telecommunications, sewerage and water) are connected to the Property or available to the Lot;
- 5.3.4.15. whether any services and systems relating to the Property (for example: irrigation systems, lifts and airconditioning systems) are operative and in good repair;
- 5.3.4.16. whether the Property is dedicated as a protected area of any class mentioned in section 14 of the *Nature Conservation Act 1992* (Cth) or is affected by a conservation agreement or conservation plan pursuant to the Act;
- 5.3.4.17. whether the Property is entered on the Heritage Register or is the subject of a stop order, restoration order or non-development order or is in a declared protected area or in a restricted zone pursuant to the *Queensland Heritage Act 1992* (Cth);
- 5.3.4.18. whether there exists any claim for an interest in the Property by an Australian Aboriginal People pursuant to the *Aboriginal Land Act 1991* (Qld), the *Native Title Act 1993* (Cth) or the *Native Title (Queensland) Act 1993* (Qld);
- 5.3.4.19. the existence of any asbestos in or around the Lot;
- 5.3.4.20. whether the Lot is affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal in relation to a tress on the Lot;

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- 5.3.4.21. any adverse Claims against, or current or threatened litigation by any person claiming an estate or interest in, the Property;
- 5.3.4.22. the GST treatment of the supply of the Property to the Buyer or the ability to obtain any GST exemptions or concessions;
- 5.3.4.23. the existence, currency or adequacy of any insurance policies held in connection with the Property;
- 5.3.4.24. the accuracy of any statement made or information contained in an information memorandum or similar document prepared by or on behalf of the Seller;
- 5.3.4.25. the value of the Property; and
- 5.3.4.26. any independent reports that the Seller gave the Buyer before the Contract Date;
- 5.3.5. acknowledges that the Seller, in entering into this Contract, has relied on and been induced by the acknowledgements, representations and warranties made by the Buyer in this Contract and but for these assurances, the Seller would not have entered into this Contract;
- 5.3.6. has determined to enter into this Contract or continue with this Contract and proceed to settlement regardless of the matters referred to in this Special Condition 5; and
- 5.3.7. agrees that the Buyer will not be materially prejudiced by any of the matters referred to in this Special Condition 5. The Buyer cannot Object to or make any Claim against the Seller in relation to any matter referred to in this Special Condition 5.3.

5.4. **Waiver**

- 5.4.1. To the extent permitted by law, the Buyer agrees not to make and waives any right it may have to Claim against the Seller, or any officers, employees or agents of the Seller, under Schedule 2, section 18 of the Competition and Consumer Act 2010 (Cth) or the corresponding provision of any State or Territory enactment.

5.5. **Improvements**

- 5.5.1. For the avoidance of doubt the Seller does not warrant that any building, improvement or structure on the Property as at the Contract Date will exist on the Property at Settlement.
- 5.5.2. The Buyer agrees that it will not make any claim against the Seller or seek to delay Settlement in the event that any building, improvement or structure is removed.
- 5.5.3. The Buyer acknowledges and agrees that the Seller has no right or obligation to manage or protect the Property and the Buyer agrees that on and from the Contract Date, the Property is at the sole risk of the Buyer and the Buyer will take measures to protect its interest in the Property.

5.6. **Disclosure under the *Body Corporate and Community Management Act 1997***

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- 5.6.1. The Seller discloses to the Buyer that as at settlement on the Settlement Date:
 - 5.6.1.1. latent or patent defects in the common property or Body Corporate assets may exist other than defects arising through fair wear and tear or defects expressly disclosed in this Contract; and
 - 5.6.1.2. the Body Corporate may have actual, contingent or expected liabilities other than liabilities that can be reasonably regarded as normal operating expenses or liabilities expressly disclosed in this Contract,
- and the Property is sold subject to all such defects and liabilities in existence on the Settlement Date, whether or not apparent.

6. THE PROPERTY

6.1. What is the Property

Subject to Special Condition 6.2 and any other limitations stated in this Contract, the Property sold by the Seller to the Buyer is the Lot.

6.2. Exclusions from the Property

6.2.1. The Property does not include:

6.2.1.1. any Chattels;

6.2.1.2. any other moveable, personal or other property owned by third parties (including the Registered Owner) upon the Lot; and

6.2.1.3. anything else specifically excluded in this Contract.

6.2.2. The Buyer acknowledges that any of the excluded property referred to in Special Condition 6.2 may or may not be removed from the Lot before the Settlement Date. The Buyer cannot Object to or make any Claim against the Seller in relation to any matter referred to in this Special Condition 6.2.

7. TITLE, CONDITION OF PROPERTY AND ENCUMBRANCES

At settlement, the Buyer accepts:

7.1. the Seller's title to the Property subject to all Encumbrances existing at settlement;

7.2. the Property in its condition at the time of settlement;

7.3. all obligations that attach to the Lot under any law, such as conditions of development approvals;

7.4. any material and immaterial encroachments on or off the Lot;

7.5. any services to the Lot that pass through other land not being protected by an easement; and

7.6. anything else provided for in this Contract.

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8. INSURANCE AND CONDITION OF PROPERTY

8.1. Deterioration

Despite any rule of Law or equity to the contrary:

8.1.1. the Buyer must accept the Property with; and

8.1.2. the Buyer cannot make any objection, requisition or claim for damages or compensation in relation to,

any deterioration or damage that occurs after the Contract Date.

8.2. Removal of rubbish etc

Notwithstanding any obligation to give the Buyer possession of any part of the Lot, the Seller is not obliged to:

8.2.1. remove any rubbish from the Lot;

8.2.2. remove any items, personal or chattels that are not included as part of the Property;

8.2.3. remove or have any tenant remove any tenant's fixtures from the Lot,

(the **Reserved Items**) and the Buyer will accept the Property with all Reserved Items located on the Property on the date of settlement. The Seller gives no warranty as to ownership of any of the Reserved Items and any Reserved Items left on the Lot that are the property of the Seller are taken to be abandoned.

9. NO CAVEAT

The Buyer must not lodge or register any caveat over the Lot.

10. GUARANTEE & INDEMNITY

10.1. If the Buyer is a company, the Buyer must ensure that its performance under this Contract is guaranteed in the form of the Deed of Guarantee and Indemnity by the directors of the company, and if required by the Seller, the shareholders of the company.

10.2. The Buyer must arrange for the Deed of Guarantee and Indemnity to be signed by the Guarantor and witnessed before the Seller signs this Contract.

11. BUYER ACTING AS TRUSTEE

If the Buyer enters into this Contract as trustee of a trust, the Buyer and its successors as trustee of the trust will be liable under this Contract in its own right and as trustee of the trust. Nothing releases the Buyer from any liability in its personal capacity. The Buyer warrants that at the date of this Contract:

11.1. all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the Buyer as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;

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- 11.2. the Buyer is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this Contract on behalf of the trust and that this Contract is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;
- 11.3. no restriction on the Buyer's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

12. BODY CORPORATE

- 12.1. The Seller has included information in this Contract that is publicly available and does not warrant its accuracy. A copy of the Community Management Statement registered for the Scheme is included in Schedule 1 of these Special Conditions.
- 12.2. Information has also been obtained from third parties for inclusion in this Contract and the Seller does not warrant its accuracy. The Buyer warrants it has carried out its own investigations to verify the accuracy of all information included in this Contract and warrants that it is satisfied with the outcome of its investigations.
- 12.3. The parties acknowledge that there are warranties implied into the Contract pursuant to section 223 of the *Body Corporate and Community Management Act 1997*. The Contract has been completed in this regard with information supplied by third parties. The Seller does not verify or warrant the accuracy of the content of the Contract in this regard or that it contains all information relevant to the Buyer.
- 12.4. The Buyer warrants that it has conducted its own due diligence in relation to matters concerning the Body Corporate, including but not limited to latent or patent defects in the common property or Body Corporate assets and any actual, contingent or expected liabilities of the body corporate, and warrants it is satisfied with the outcome of its due diligence activities and is satisfied to proceed with this Contract.
- 12.5. The Buyer agrees (to the maximum extent permitted by law) to indemnify the Seller and to keep them indemnified from and against all Liabilities that they directly and indirectly incur (including in a personal capacity) as a result of any matter relating to the Body Corporate which may arise on and from the Contract Date and including after settlement.
- 12.6. For the avoidance of doubt the Seller does not have continuing or any additional disclosure obligations to the Buyer in relation to Body Corporate matters whether arising before or after the Contract Date.
- 12.7. The Buyer acknowledges, the Seller has entered into this Contract, has relied on and been induced by the acknowledgements, representations and warranties made by the Buyer in this Special Condition 12.

13. SMOKE ALARMS

- 13.1. The Seller cannot take steps to comply with the *Fire and Emergency Services Act 1990*. The Buyer accepts the Property in its state at the Settlement Date.

14. APPLICATION OF PROCEEDS OF SALE

- 14.1. The Buyer acknowledges and agrees that the Seller is bound to comply with section 146 of the *Local Government Regulation 2012* (Qld) (LGR) in relation to the use of the proceeds of

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sale and that any monies owing to the body corporate may become the responsibility of the Buyer following Settlement if there are insufficient funds to discharge liabilities in the order prescribed by section 146 of the LGR. Schedule 3 contains a Body Corporate Information Certificate and Statement for the Lot.

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**SCHEDULE 1
COMMUNITY MANAGEMENT STATEMENT**

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



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CS 470

1. Nature of request REQUEST TO RECORD A NEW COMMUNITY MANAGEMENT STATEMENT FOR FAR AWAY TREE COMMUNITY TITLES SCHEME 342	Lodger (Name, address, E-mail & phone number) BODYCORP101 PO BOX 588 EARLVILLE QLD 4870 TEL: 07 4033 7768 E-M: SUSAN@BODYCORP101.COM	Lodger Code 180
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2. Lot on Plan Description COMMON PROPERTY OF FAR AWAY TREE COMMUNITY TITLES SCHEME 342	County NARES	Parish CAIRNS	Title Reference 19071296
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3. Registered Proprietor/State Lessee
BODY CORPORATE FOR FAR AWAY TREE COMMUNITY TITLES SCHEME 342

4. Interest
NOT APPLICABLE

5. Applicant
BODY CORPORATE FOR FAR AWAY TREE COMMUNITY TITLES SCHEME 342

6. Request
I hereby request that: The new Community Management Statement deposited herewith which amends Schedule A, C and E of the existing Community Management Statement be recorded as the Community Management Statement for the Body Corporate for Far Away Tree Community Titles Scheme 342.

7. Execution by applicant

17/12/14
Execution Date

SJ Way
Applicant's or Solicitor's Signature
BODY CORPORATE MANAGER.

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

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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

Circle use only
CMS LABEL NUMBER

1. Name of community titles scheme Far Away Tree Community Titles Scheme 342	2. Regulation module Standard Module
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3. Name of body corporate
Body Corporate for Far Away Tree Community Titles Scheme 342

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Lot 1 on SP 198075	Nares	Cairns	21505154
Lot 2 on SP 198075	Nares	Cairns	21505155
Lot 3 on BUP 71296	Nares	Cairns	21505156
Lot 4 on BUP 71296	Nares	Cairns	21505157
Lot 5 on BUP 71296	Nares	Cairns	21505158
Lot 6 on BUP 71296	Nares	Cairns	21505159
Lot 7 on BUP 71296	Nares	Cairns	21505160
Lot 8 on SP 198075	Nares	Cairns	21505161
Lot 9 on BUP 71296	Nares	Cairns	21505162
Lot 10 on BUP 71296	Nares	Cairns	21505163
Lot 11 on BUP 71296	Nares	Cairns	21505164
Lot 12 on BUP 71296	Nares	Cairns	21505165
Lot 13 on BUP 71296	Nares	Cairns	21505166
Lot 14 on BUP 71296	Nares	Cairns	21505167
Common Property of Far Away Tree	Nares	Cairns	19071296

5. *Name and address of original Proprietor Not applicable	6. Reference to plan lodged with this statement Not applicable
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first community management statement only

7. Local Government community management statement notation
Not applicable pursuant to section 60(6)(a) of the Body Corporate and Community Management Act 1997.

8. Consent of body corporate



10/12/14
Execution Date

[Signature]
Chairperson HANZ SPIER

[Signature]
Committee Member JOHN COLLINGSWOOD *Execution

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

Privacy Statement

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

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 198075	1	22
Lot 2 on SP 198075	1	14
Lot 3 on BUP 71296	1	7
Lot 4 on BUP 71296	1	9
Lot 5 on BUP 71296	1	11
Lot 6 on BUP 71296	1	7
Lot 7 on BUP 71296	1	9
Lot 8 on SP 198075	1	18
Lot 9 on BUP 71296	1	17
Lot 10 on BUP 71296	1	17
Lot 11 on BUP 71296	1	17
Lot 12 on BUP 71296	1	17
Lot 13 on BUP 71296	1	17
Lot 14 on BUP 71296	1	17
TOTALS	14	199

The contribution schedule lot entitlements have been decided in accordance with the equality principle. The interest schedule lot entitlements reflect the respective market value of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable

SCHEDULE C BY-LAWS

1. UNITS

- (a) Units 1 to 8 inclusive shall be used for commercial purposes only (hereinafter known as the "Commercial Precinct").
- (b) Units 9 to 14 inclusive shall be used for residential purposes only (hereinafter known as the "Residential Precinct")

2. NOISE

A Proprietor or Occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or any person lawfully using common property.

3. VEHICLES

The Proprietor or Occupier of a lot shall not park or stand or remain in or about the common property any vehicle (whether operative or not), boat, caravan, trailer, plant or equipment except with the consent in writing of the Body Corporate, PROVIDED HOWEVER that the proprietor or occupier for the time being of each lot shall be entitled to the exclusive use and enjoyment for himself and his licensees of the car-space numbered the same as his lot and as identified in Schedule E and Sketch Plan marked A attached hereto. Each proprietor or occupier to whom exclusive use of a car-space is given pursuant to this by-law shall use such space for the use of motor vehicle parking only and shall not litter the same or so use the same as to create a nuisance, but otherwise no such

proprietor shall be responsible for the performance of the duties of the body corporate under the Body Corporate and Community Management Act 1997 (the "Act").

4. VISITORS CAR PARKING – RESIDENTIAL PRECINCT

The Proprietor or Occupier of a lot within the Residential Precinct shall not allow any guest or visitor to park any motor or other vehicle in the designated visitor's car parking spaces in the Residential common property on a permanent basis.

5. CAR WASHING BAY – RESIDENTIAL PRECINCT

The Proprietor or Occupier of a lot within the Residential Precinct may use any of the visitors car parking spaces in the Residential Common Property, if any are available, for the purpose of car washing PROVIDED THAT he shall immediately remove his vehicle from the visitor car parking space once he has completed washing his vehicle and he shall leave the visitors car washing space in a clean and tidy condition.

6. OBSTRUCTION

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

7. DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY

A proprietor or occupier of a lot shall not

(a) damage any lawn, garden tree, shrub, plant or flower being part of or situated upon common property;

or

(b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

8. DAMAGE TO COMMON PROPERTY

A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the body corporate, but this by-law does not prevent a proprietor or person authorised by him from installing –

(a) any locking or other safety device for protection of his lot against intruders; or

(b) any screen or other device to prevent entry of animals or insects upon his lot,

provided that the locking or other safety device, or as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

9. BEHAVIOUR OF INVITEES

A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

10. DEPOSITING RUBBISH, ETC., ON COMMON PROPERTY

A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

11. APPEARANCE OF BUILDING

- 11.1 The proprietor or occupier of a lot within the Residential Precinct shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
- 11.2 The proprietor or occupier of a lot within the Commercial Precinct may, with the prior approval of the body corporate committee, display any sign, advertisement, placard, banner, pamphlet or like matter as is usual or customary in the conduct of such proprietor or occupiers business on any part of his lot in such a way as to be visible outside the building PROVIDED HOWEVER that the body corporate committee may at any time after giving such approval request that proprietor or occupier to remove at the proprietor or occupier's expense any such sign, advertisement, placard, banner, pamphlet or like matter which the body corporate committee may consider to be offensive or not in keeping with the amenity of the Commercial Precinct.
- 11.3 Notwithstanding by-law 12.2, a proprietor or occupier of a lot within the Commercial Precinct may advertise its goods or services by way of an A-frame advertising board pursuant to the relevant Local Authority by-laws on the condition that it does not impede reasonable access to the common property by another person.

12. STORAGE OF FLAMMABLE LIQUIDS, ETC.

- 12.1 A proprietor or occupier of a lot within the Residential Precinct shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 12.2 A proprietor or occupier of a lot within the Commercial Precinct may use or store upon his lot (and subject to the consent of the body corporate committee first had and obtained store upon the Commercial common property) any flammable, chemical, liquid or gas or other flammable material, used or intended to be used in the conduct of the business carried on upon the lot by such proprietor or occupier, provided always such proprietor or occupier shall at all times comply with the requirements of the local or any other statutory authority regarding the use and storage of such flammable, chemical, liquid or gas or other flammable material.

13. KEEPING OF ANIMALS

Subject to Section 181 of the Act, the occupier of a lot must not—

- (a) bring or keep an animal on the lot or the common property; or
- (b) permit and invitee to bring or keep an animal on the lot or the common property.

14. EXCLUSIVE USE OF THE COMMON PROPERTY - COURTYARD

The Proprietor or occupier of lots 1, 8, 9 and 14 shall have the exclusive use and the enjoyment of an area (fenced/unfenced) of land adjacent to his or her respective unit (hereinafter called "the courtyard"), which said courtyard is as identified in Schedule E and Sketches marked B and C attached hereto, on the basis that such proprietor shall be responsible for the performance of the duties of the body corporate under the Act.

15. CEILING FANS

Permission is granted to Proprietor/s of all lots to install ceiling fans in their unit. Permission is granted on the basis that such proprietor shall be responsible for the performance of the duties of the body corporate under the Act in respect of that part of the common property.

16. CLOTHESLINES

No clothes lines are to be erected (permanently or temporarily) in the exclusive use courtyards/carports.

17. RECOVERY OF MONIES

A proprietor shall pay on demand the whole of the body corporate costs and expenses (including overdraft fees, debt collection expenses and legal fees on a solicitor and own client basis) incurred as a result of that proprietor's failure to pay, within 30 days of receipt of a reminder notice to do so. Any levies or other sums duly levied upon that proprietor by the body corporate, such costs and expenses to be deemed a liquidated debt.

18. AIR-CONDITIONERS

Permission is granted to Proprietor/s of all lots to install air-conditioning in their unit, on the proviso that an application is written to the body corporate committee for final authorisation (in writing) as to installation and location, and should the proprietor/s or their assigns remove the air-conditioning at any time, the wall/window must be returned to 'as original' condition. Permission is granted on the basis that such proprietor shall be responsible for the performance of the duties of the body corporate under the Act in respect of that part of the common property.

19. RECOVERY OF COST OF DAMAGES

Where the body corporate expends money to make good damage caused by a breach of an Act or of these by-laws by a proprietor or the tenants, guests, servants, employees, agents invitees of licensees of the proprietor of any of them, the body corporate committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred.

20. RECREATION AREAS

The outdoor recreational areas shall not be used between the hours of 10.00pm and 6.00 am. No riding of push bikes, skate-boards, etc allowed on the common property at any time.

21. SPEED LIMIT

Speed limit for all ingress and egress traffic – 15k.p.h

22. PURPOSE OF UNIT

No unit shall be used for a purpose which is not permitted by the Local Authority Town Planning Scheme.

23. OUTSIDE AERIALS/ANTENNAS

Outside aerials/antennas may not be erected without written permission of the body corporate committee. An application to be written to the body corporate committee for final authorisation (in writing) as to installation, and should the proprietor/s or their assigns remove the aerials / antennas at any time, the area must be returned to 'as original' condition. Permission is granted on the basis that such proprietor shall be responsible for the performance of the duties of the body corporate under the Act in respect of that part of the common property. All costs involved to be the responsibility of the Proprietor/s involved and also on the proviso that the body corporate is also indemnified against any claim arising from the installation. All items must be installed to Local Authority specifications.

24. STRUCTURAL ALTERATION

No structural alterations shall be made to any unit (including any alteration to gas, water, electrical apparatus or the installation of any air-conditioning system) without the prior permission in writing of the body corporate committee. An application to be written to the body corporate committee for final authorisation (in writing) as to installation and location, and should the proprietor/s or their assigns remove the items in question at any time, the area must be returned to 'as original' condition. Permission is granted on the basis that such proprietor shall be responsible for the performance of the duties of the body corporate under the Act in respect of that part of the common property. All costs involved to be the responsibility of the proprietor/s involved and also on the proviso that the body corporate is also indemnified against all claim arising from the installation. All items must be installed to Local Authority specifications.

25. SECURITY BOND

Should permission be granted to any proprietor and/or occupant to make any alterations to the common property (i.e. roof area for flues, exhaust vents) then a Security Bond equal to the installation costs of the said item is to be held by the body corporate. Should this installation be self installed by the proprietors, the body corporate must be indemnified against any claim arising from the installation by the proprietor or any assignee thereof.

26. AWNINGS

All blinds and awnings outside the unit must be in conformity with the directions of the body corporate committee.

27. CONTRACTORS

Proprietors shall not directly instruct any contractors or workmen employed by the body corporate committee unless so authorised, and all requests for consideration of any particular to be referred to the body corporate committee shall be directed to the member of the body corporate committee appointed, from time to time for that purpose and advised to the proprietors, hereinafter called the 'committee's representative' and not to any other member of the body corporate committee.

28. OBSTRUCTIONS

The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the proprietors or used by them for any purpose other than the reasonable ingress and egress to and from their respective units and no proprietor shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathway, drives and easement.

29. INTERIOR MAINTENANCE

Each proprietor shall be responsible for the interior maintenance and decoration of his unit.

30. WINDOWS

Windows shall be kept clean and if broken or cracked shall be promptly replaced with fresh glass of the same kind and weight at present.

31. TAPS, ETC.

A proprietor shall see that all water taps inside the unit are maintained in a good state of repair and promptly turned off after use. The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains misuse or negligence shall be borne by proprietor responsible whether the same is caused by his own actions or those of his servants or agents or invitees, customers or clients.

32. NOTICE OF ACCIDENT

A proprietor shall give the body corporate committee prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which come to his knowledge and the body corporate committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.

33. NOTIFICATION OF INFECTIOUS DISEASE

All units shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects. In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any lot whether in the Residential Precinct or the Commercial Precinct the proprietor or occupier of such lot shall give written notice thereof and any other information which may be required relative

thereto to the committee and shall pay to the committee the expenses incurred by the committee of disinfecting the lot and/pr any part of the Residential common property and/or the Commercial common property as may be required to be disinfected.

34. GARBAGE DISPOSAL

34.1 A proprietor or occupier of a lot within the Residential Precinct shall –

- (a) save where the body corporate provided some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised by the body corporate, in clean and dry conditions and adequately covered, a receptacle for garbage;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage.

34.2 The proprietors or occupiers for the time being of lots 9 to 14 are responsible for their garbage disposal and must ensure that each of their bins are returned to the bin lockers after collection.

35. GARBAGE DISPOSAL

35.1 A proprietor or occupier of a lot within the Commercial Precinct shall ensure that –

- (a) no incinerators shall be installed within units of common property without the consent in writing of the body corporate committee. Garbage cans shall be placed only where approved by the body corporate committee and used only for the purpose for which they are provided.
- (b) no individual proprietor or occupier shall be entitled to deposit refuse in the refuse containers in volumes exceeding one eighth of the Local Authority's allocation for waste removal for the building. All excess refuse or refuse of a food nature must be removed from the premises by the proprietor or occupier of the lot concerned.

35.2 If due to the nature of the business conducted by the proprietor or occupier of a lot within the Commercial Precinct, additional or special garbage disposal services are required in order to comply with such local authority by-laws and ordinance then the whole of the cost incurred to comply with such local authority by-laws and ordinances shall be borne and paid by the proprietor or occupier so required to comply with the local authority by-laws or ordinances.

36. LAWS / REGULATIONS

A proprietor shall not bring to, do or keep anything in his unit which shall void the policy of insurance on the building or any structures on the land or which may conflict with the laws and/or regulations relating to fires or the regulations or ordinances of any public authority for the time being in force.

37. INSPECTION OF UNITS

Upon seven (7) day's notice in writing by the body corporate committee, its servants, agents or contractors shall be permitted to inspect the interior of any unit to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor in a case where such leakage or defect is due to any act of default of the said proprietor or his tenants, guests, servants or agents). If not so permitted they may effect any entry. The body corporate committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor as is reasonable in the circumstances.

38. RULES

The body corporate committee may make rules relating to the common property and in particular in relation to any swimming pools, barbecue areas, garden areas or pedestrian walkways or trading hours not inconsistent with

these By-Laws and the same shall be observed by the proprietors or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the proprietors.

39. SECURITY

The proprietor or occupier of a lot whether in the Residential Precinct of the Commercial Precinct shall securely fasten all doors and windows to his lot on all occasions when the lot is left unoccupied and the committee shall have the right to enter and fasten the same if left unsecurely fastened.

40. EXCLUSIVE USE OF COMMON PROPERTY – WALKWAYS

The proprietor or occupier of lots 1- 8 inclusive shall have the exclusive use and the enjoyment of an area of land (not exceeding 600 mm) adjacent to his or her respective unit (for portable display stalls only), which said area is identified in Schedule E and Sketch marked "B" attached hereto, on the basis that such proprietor shall be responsible for the performance of the duty of the body corporate under the Act in respect of that part of the common property. All costs involved to be the responsibility of the Proprietor/s or Occupier/s involved and also on the proviso that the Body Corporate is also indemnified against any claim arising from these Stalls.

41. EXCLUSIVE USE OF COMMON PROPERTY – STORAGE ENCLOSURES

The Proprietor or Occupier of lots 9 -14 inclusive shall have the exclusive use and the enjoyment of an area (hereinafter called "the storage enclosure") on Car-Park level, which said area is as identified in Schedule E and Sketch marked A attached hereto, on the basis that such proprietor shall be responsible for the performance of the duties of the body corporate under the Act in respect of that part of the common property. All costs involved to be the responsibility of the Proprietor/s or Occupier/s involved and also on the proviso that the body corporate is also indemnified against any claim arising from these stalls.

42. SMOKING

Smoking is prohibited four metres from the building entrance and throughout all the Commercial Precinct. Smoking is prohibited in the common area of the Residential Precinct including stair wells and car park.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

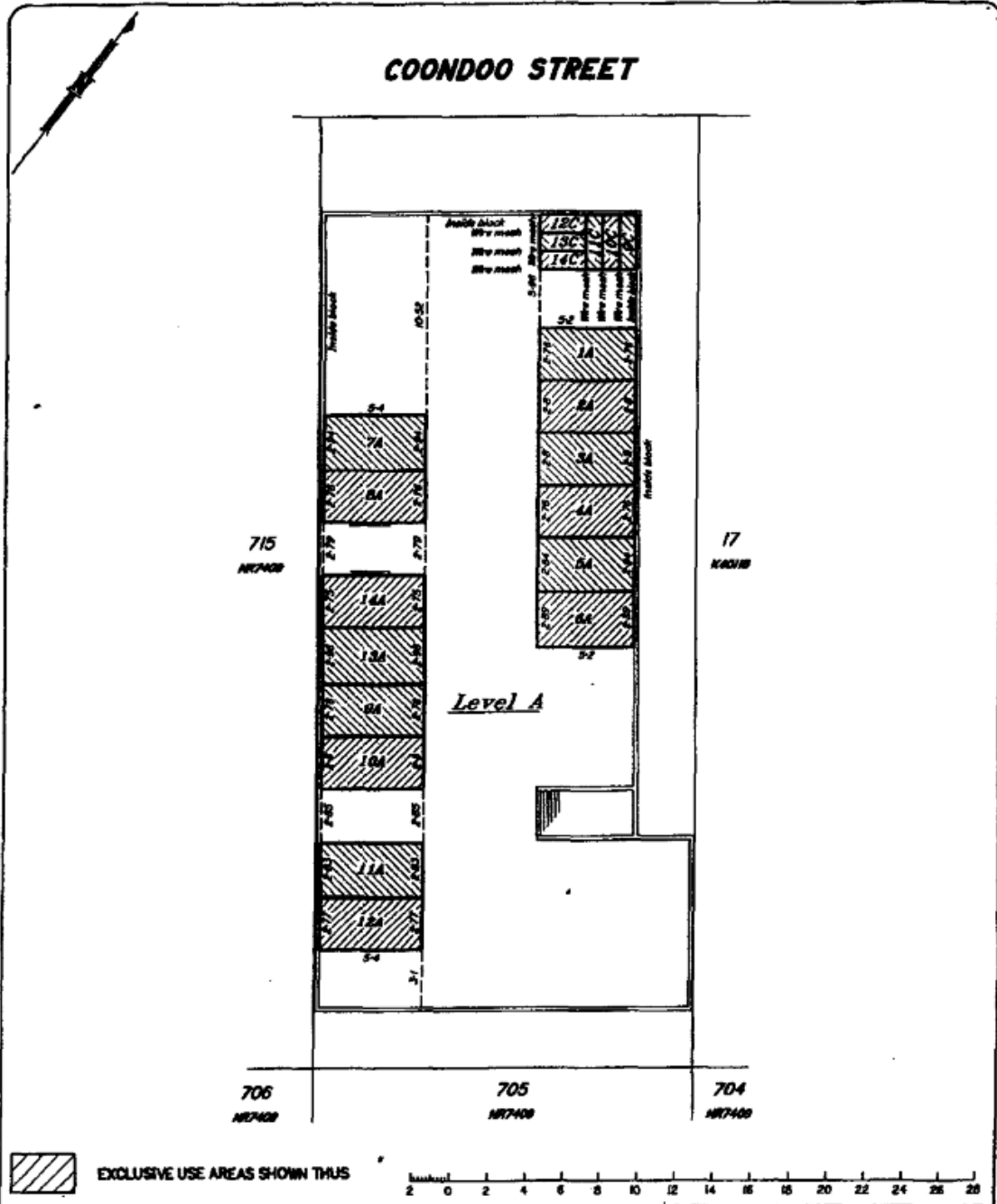
Nil

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

Lot on Plan	Exclusive Use Area on Attached Exclusive Use Area Plan
Lot 1 on BUP 71296	Area 1A on Sketch "A"
Lot 2 on BUP 71296	Area 2A on Sketch "A"
Lot 3 on BUP 71296	Area 3A on Sketch "A"
Lot 4 on BUP 71296	Area 4A on Sketch "A"
Lot 5 on BUP 71296	Area 5A on Sketch "A"
Lot 6 on BUP 71296	Area 6A on Sketch "A"
Lot 7 on BUP 71296	Area 7A on Sketch "A"
Lot 8 on BUP 71296	Area 8A on Sketch "A"
Lot 9 on BUP 71296	Area 9A on Sketch "A"
Lot 10 on BUP 71296	Area 10A on Sketch "A"
Lot 11 on BUP 71296	Area 11A on Sketch "A"
Lot 12 on BUP 71296	Area 12A on Sketch "A"
Lot 13 on BUP 71296	Area 13A on Sketch "A"
Lot 14 on BUP 71296	Area 14A on Sketch "A"
Lot 9 on BUP 71296	Area 9C on Sketch "A"
Lot 10 on BUP 71296	Area 10C on Sketch "A"
Lot 11 on BUP 71296	Area 11C on Sketch "A"
Lot 12 on BUP 71296	Area 12C on Sketch "A"
Lot 13 on BUP 71296	Area 13C on Sketch "A"
Lot 14 on BUP 71296	Area 14C on Sketch "A"
Lot 1 on BUP 71296	Area 1B on Sketch "B"
Lot 2 on BUP 71296	Area 2B on Sketch "B"
Lot 3 on BUP 71296	Area 3B on Sketch "B"
Lot 4 on BUP 71296	Area 4B on Sketch "B"
Lot 5 on BUP 71296	Area 5B on Sketch "B"
Lot 6 on BUP 71296	Area 6B on Sketch "B"
Lot 7 on BUP 71296	Area 7B on Sketch "B"
Lot 8 on BUP 71296	Area 8B on Sketch "B"
Lot 9 on BUP 71296	Area 9B on Sketch "B"
Lot 9 on BUP 71296	Area 9E on Sketch "B"
Lots 9 to 14 on BUP 71296	9, 10, 11, 12, 13, 14D on Sketch "B"
Lot 14 on BUP 71296	Area 14 on Sketch "B"
Lot 14 on BUP 71296	Area 14E on Sketch "B"

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EXCLUSIVE USE SKETCH "A"



EXCLUSIVE USE AREAS SHOWN THUS

PLAN OF EXCLUSIVE USE OF COMMON PROPERTY ON BUP71296

Charles O'Neill Pty. Ltd. Consulting Surveyors
 25 Crofton Street P.O. Box 5248 CAIRNS 4870
 Phone (07) 4051 8722 Fax (07) 4051 1448
 A.C.N. 010 329 174

IMPORTANT NOTE: The information shown on this plan is for Exclusive Use purposes only and should not be used for any other purpose. Any discrepancies should be identified with Charles O'Neill Pty. Ltd. This note is an integral part of this plan.

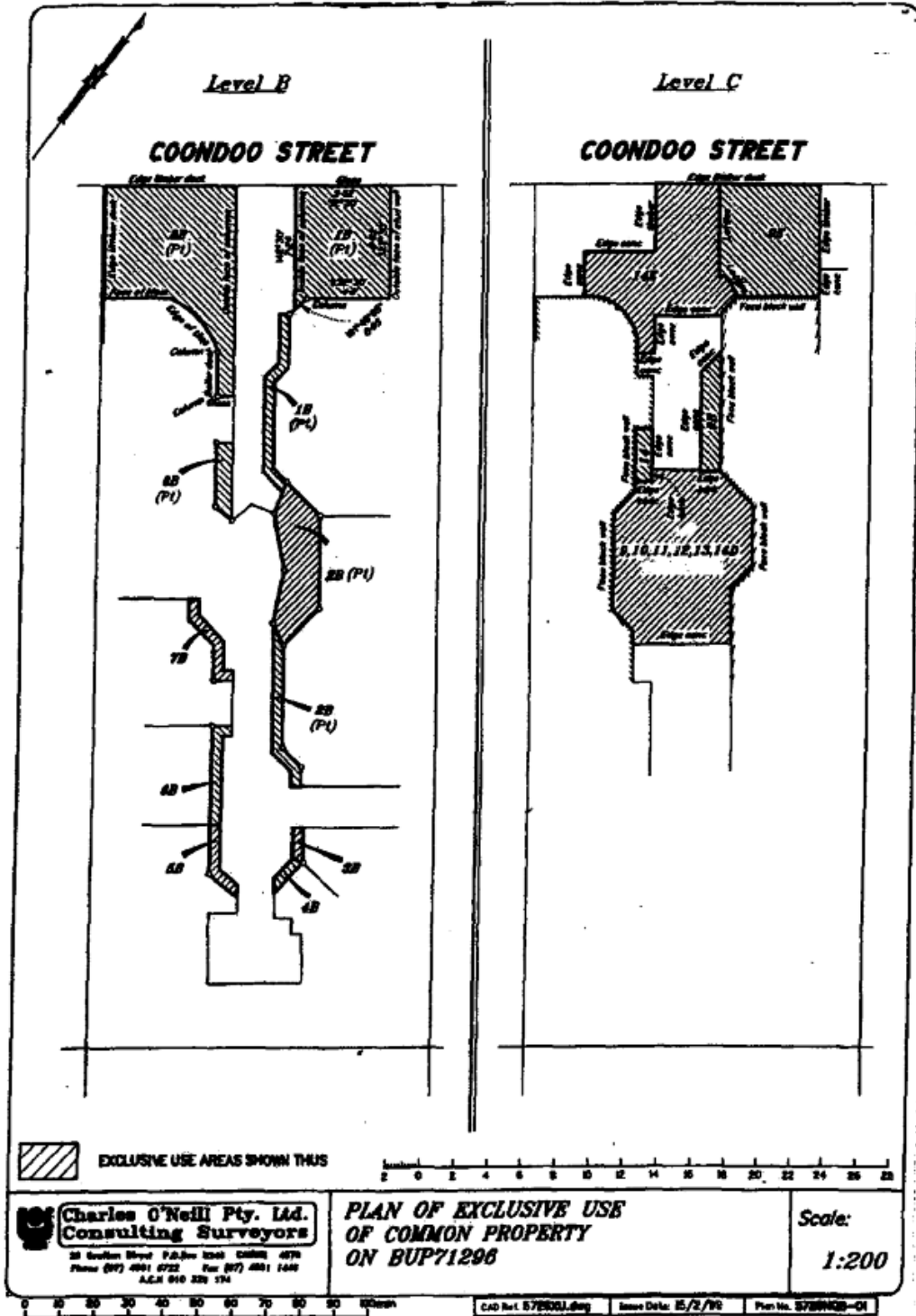
PASSED AND ENDORSED:
 By: E. Phillips
 Date: 15/2/99
 Signed: [Signature]
 Designation: Licensed Surveyor/Land Office

Parish of CAIRNS County of NARES
 Community Titles Scheme: **FAIRWAY TREE**
 Community Titles Scheme No: 342

Scale: 1:200

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EXCLUSIVE USE SKETCH "B"



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**SCHEDULE 2
CERTIFICATE OF CURRENCY**

INITIAL



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 12.10.22
Policy No.: 01R0244673
Type of Insurance: Commercial Strata Insurance
Period Of Insurance: : From 4.00pm 1st October 2022
To 4.00pm 1st October 2023

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured : Far Away Tree - CTS 342

Situation : 40 Coondoo Street
Kuranda QLD 4881

Section 1 :	Building including common contents	\$ 4,037,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 605,550
	Additional Loss of Rent/Temporary Accom.	\$ Not Insured
	Catastrophe	\$ Not Insured
	Floating Floors	\$ Included
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 10,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 1,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ 100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured

Excesses :

Section 1	\$ 14,000	all named cyclone claims
Section 1	\$ 1,000	all other claims + as per policy wording
Section 2	\$ 1,000	all claims
Section 3	\$ 1,000	all claims
Section 11	\$ 1,000	all claims

On behalf of the Insurers: Insurance Australia Limited trading as

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Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

Far Away Tree
(SUU QLD C9856 0178005/001)

CGU Insurance ABN 11 000 016 722

Special Terms/ Conditions:

1. Subject to any risk recommendations being attended to within 60 days of notification.

2. Machinery Breakdown

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts and labour.

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SCHEDULE 3
BODY CORPORATE INFORMATION CERTIFICATE AND STATEMENT

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Body corporate information certificate

Body Corporate and Community Management Act 1997

NOTES: THIS FORM IS FOR PARTICULAR INFORMATION ABOUT A LOT INCLUDED IN A SCHEME FOR WHICH ANY OF THE FOLLOWING REGULATIONS APPLY:

- *Body Corporate and Community Management (Standard Module) Regulation 2020*
- *Body Corporate and Community Management (Accommodation Module) Regulation 2020*
- *Body Corporate and Community Management (Commercial Module) Regulation 2020*
- *Body Corporate and Community Management (Small Schemes Module) Regulation 2020*

For a scheme regulated under the *Body Corporate and Community Management (Specified Two-Lot Schemes Module) Regulation 2011*, refer to BCCM Form 26 - Body Corporate Information Certificate (Specified Two-Lot Scheme).

Part A

This certificate sets out the amounts payable to the body corporate in the body corporate's current financial year, including any amounts due but unpaid, in respect of the following lot:

Name of Scheme **Far Away Tree** CMS No. **342**
 Lot No. **13** Plan No. **71296** Type **BUILDING FORMAT PLAN**

Section 205(5) of the Act provides that the person obtaining this certificate may rely on it against the body corporate as conclusive evidence of the matters stated, except for errors reasonably apparent. The legislation provides that a new owner becomes jointly and severally liable for any contribution, instalment, penalty or other amount payable to the body corporate that is due but unpaid when they become the owner.

Section 1 - Annual contributions

Provide details of all annual contributions including the periods each instalment covers, the due dates and any discounts.

Provide details of the percentage of any penalty applying to overdue contributions.

Note:
If there is insufficient space please attach separate sheets.

Description of amounts payable by owner to the *Administrative Fund*

Period	Amount	Due date	Date paid	Discount	If paid by	Date of notice
01/01/23 to 30/04/23	444.40	01/01/23		0.00	01/01/23	21/11/22
01/05/23 to 31/08/23	504.58	01/05/23		0.00	01/05/23	20/03/23
01/09/23 to 31/12/23	504.59	01/09/23		0.00	01/09/23	
01/01/24****30/04/24	486.20	01/01/24		0.00	01/01/24	

Monthly penalty on overdue contributions: **2.50%**

Total annual contributions	\$1,453.57	Number of instalments/year	3	Total amount overdue	\$2,245.42
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Amount Unpaid including amounts billed not yet due **\$2,245.42**

Description of amounts payable by owner to the *Sinking Fund*

Period	Amount	Due date	Date paid	Discount	If paid by	Date of notice
01/01/23 to 30/04/23	314.60	01/01/23		0.00	01/01/23	21/11/22
01/05/23 to 31/08/23	314.13	01/05/23		0.00	01/05/23	20/03/23
01/09/23 to 31/12/23	314.14	01/09/23		0.00	01/09/23	
01/01/24****30/04/24	314.60	01/01/24		0.00	01/01/24	

Monthly penalty on overdue contributions: **2.50%**

Total annual contributions	\$942.87	Number of instalments/year	3	Total amount overdue	\$1,571.60
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Amount Unpaid including amounts billed not yet due **\$1,571.60**

Section 2 - Special contributions

Provide details of any special contributions including any percentage of any penalty applying to overdue contributions.

Note:
If there is insufficient space please attach separate sheets.

Administrative Fund						
Period	Amount	Due date	Date paid	Discount	If paid by	Date of notice
Monthly penalty on overdue contributions:				2.50%	Amount Overdue	Nil
Amount Unpaid including amounts billed not yet due						Nil
Sinking Fund						
Period	Amount	Due date	Date paid	Discount	If paid by	Date of notice
Monthly penalty on overdue contributions:				2.50%	Amount Overdue	Nil
Amount Unpaid including amounts billed not yet due						Nil

Section 3 - Other amounts payable to the body corporate

Purpose	Fund	Amount	Due date	Amount
See Annexure-Levy Details				2948.05
Other		5874.33		5874.33

Section 4 - Summary of amounts due but unpaid

Annual contributions	\$3,817.02
Special contributions	Nil
Other payments	\$8,822.38
Penalties	\$1,094.54
Total amount overdue (Total Amount Unpaid including not yet due \$13733.94)	\$13,733.94

Part B

Note: Alternatively a copy of the 'Register of Assets' may be attached to, and form part of, this certificate.

Note: Alternatively a copy of the 'Register of Authorisations affecting the Common Property' showing entries for this lot highlighted, may be attached to, and form part of, this certificate.

Regulation Module applying to this scheme: **Commercial**
List all body corporate assets required to be recorded by the body corporate:
There are no assets required to be recorded.
Give details of any improvements effected to the common property which are for the benefit of the lot and which the owner must maintain, including the authorisation of the body corporate.

The Common Seal of The Body Corporate for FAR AWAY TREE Community Titles Scheme 342 was hereunto affixed on 30 May 2023 in the presence of BodyCorp101 by its duly authorised officer being a person authorised under the Body Corporate and Community Management Act 1997 to attest the fixing of the Common Seal.

Rlassidy
Dated: 30 May 2023



**IMPORTANT NOTES THAT FORM PART OF THIS
CERTIFICATE**

Periods marked with **** are not included in Annual Contributions total or Number of Instalments. They may also be subject to ratification at the next General Meeting. A negative amount listed in the total amount overdue section indicates a payment has been made before the due date. This amount may only reflect the full amount of the levy and not the actual amount paid or any discount that may be applied.

Amounts overdue are calculated for payment to the body corporate as at the date of the certificate. Amounts due pursuant to any proposed settlement may vary as a result of additional contributions becoming due, interest penalties and other amounts charged to the lot which may include legal costs and utility or other charges. If payment is not received by the body corporate before the end of the current month additional penalties will be charged at the rate noted in the certificate if applicable. Please note that payment must be in the body corporate bank account to avoid penalty.

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BODYCORP101

(07) 4033 7768
 enquiries@bodycorp101.com
 PO Box 588 Earlville, QLD 4870
 ABN: 55 402 302 653

Far Away Tree CTS 342

ABN 95 452 116 887

STATEMENT

Legal Action

Mr L Livsey & Ms A Daniels
 12 Meethenar Street
 Carlton TAS 7173

Transfer Date:
 01/07/18

Statement Period			
01 Oct 21 to 03 Jul 23			
A/c No	13	Lot No	13
Page Number	1 of 2	Unit No	13

Legal Action-John Secull Law

Last Certificate issued: 30/05/23

Date	Type	Details	Reference	Debit	Credit	Balance
03/11/21	Other	Brought forward		18,144.47		18,144.47
22/11/21	Admin Fund	Legal & Debt Collect	M0000013	2,675.92		20,820.39
22/11/21	Sinking Fund	01/01/22 To 30/04/22	I0000419	423.50		21,243.89
22/11/21	Insurance Fund	01/01/22 To 30/04/22	I0000433	314.60		21,558.49
21/03/22	Admin Fund	01/01/22 To 30/04/22	I0000447	345.10		21,903.59
21/03/22	Sinking Fund	01/05/22 To 31/08/22	I0000461	436.47		22,340.06
21/03/22	Insurance Fund	01/05/22 To 31/08/22	I0000475	314.13		22,654.19
21/04/22	Other	01/05/22 To 31/08/22	I0000489	638.01		23,292.20
11/05/22	Other	Legal & Debt Collect	M0000014	1,244.43		24,536.63
31/05/22	Overdue Interest Jnl	Legal & Debt Collect	M0000015	984.06		25,520.69
23/06/22	Receipt	Interest To 31/05/22	J0002189	314.74		25,835.43
24/06/22	Other	Transfer From Spy-M	B0000049		24,536.63	1,298.80
30/06/22	Overdue Interest Jnl	Legal & Debt Collect	M0000016	1,122.02		2,420.82
21/07/22	Admin Fund	Interest To 30/06/22	J0002224	314.74		2,735.56
21/07/22	Sinking Fund	01/09/22 To 31/12/22	I0000503	436.47		3,172.03
21/07/22	Insurance Fund	01/09/22 To 31/12/22	I0000517	314.14		3,486.17
31/07/22	Overdue Interest Jnl	01/09/22 To 31/12/22	I0000531	638.01		4,124.18
		Interest To 31/07/22	J0002273	68.39		4,192.57
More details on next page...				\$28,729.20	\$24,536.63	\$4,192.57
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$14,351.47	
25,835.43	0.00	0.00	0.00	-11,483.96	Date Paid	Amount Paid

Payment Options

	Tel: 1300 552 311 Ref: 1521 0557 1	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratamax.com.au Ref: 1521 0557 1	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 1521 0557 1	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Bill Code: 74625 Ref: 1521 0557 1	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.	
	Billpay Code: 9216 Ref No: 1521 0557 181	In Person: Present this bill at any Post Office to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1521 0557 1	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Account No: 1521 0557 1 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 552 311 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to retailer policy. A446044 charges may apply.



StrataPay Reference

1521 0557 1

Amount

\$14,351.47

Due Date

03 Jul 23

Bodycorp 101
 342/02100013 Lot 13/13

Mr L Livsey & Ms A Daniels
 12 Meethenar Street
 Carlton TAS 7173



*71 216 152105571 81

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BODYCORP101
 (07) 4033 7768
 enquiries@bodycorp101.com
 PO Box 588 Earlville, QLD 4870
 ABN: 55 402 302 653

Far Away Tree CTS 342

STATEMENT

Mr L Livsey & Ms A Daniels 12 Meethenar Street Carlton TAS 7173		Statement Period			
		01 Oct 21 to 03 Jul 23			
		A/c No	13	Lot No	13
		Page Number		2 of 2	

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		28,729.20	24,536.63	4,192.57
31/08/22	Overdue Interest Jnl	Interest To 31/08/22	J0002311	68.39		4,260.96
30/09/22	Overdue Interest Jnl	Interest To 30/09/22	J0002367	103.10		4,364.06
19/10/22	Other	Legal & Debt Collect	M0000017	220.00		4,584.06
31/10/22	Overdue Interest Jnl	Interest To 31/10/22	J0002488	103.10		4,687.16
03/11/22	Other	Legal & Debt Collect	M0000018	917.40		5,604.56
03/11/22	Other	Legal & Debt Collect	M0000019	281.99		5,886.55
21/11/22	Admin Fund	01/01/23 To 30/04/23	I0000545	444.40		6,330.95
21/11/22	Sinking Fund	01/01/23 To 30/04/23	I0000559	314.60		6,645.55
21/11/22	Insurance Fund	01/01/23 To 30/04/23	I0000573	570.35		7,215.90
30/11/22	Overdue Interest Jnl	Interest To 30/11/22	J0002525	103.10		7,319.00
07/12/22	Other	Legal & Debt Collect	M0000020	225.28		7,544.28
07/12/22	Other	Legal & Debt Collect	M0000021	240.00		7,784.28
20/12/22	Other	Legal & Debt Collect	M0000022	1,071.18		8,855.46
20/12/22	Other	Legal & Debt Collect	M0000023	30.65		8,886.11
31/12/22	Overdue Interest Jnl	Interest To 31/12/22	J0002580	103.10		8,989.21
31/01/23	Overdue Interest Jnl	Interest To 31/01/23	J0002649	136.34		9,125.55
03/02/23	Other	Legal & Debt Collect	M0000024	984.50		10,110.05
20/02/23	Other	Legal & Debt Collect	M0000025	1,118.15		11,228.20
28/02/23	Overdue Interest Jnl	Interest To 28/02/23	J0002715	136.34		11,364.54
20/03/23	Admin Fund	01/05/23 To 31/08/23	I0000587	504.58		11,869.12
20/03/23	Sinking Fund	01/05/23 To 31/08/23	I0000601	314.13		12,183.25
20/03/23	Insurance Fund	01/05/23 To 31/08/23	I0000615	492.83		12,676.08
31/03/23	Overdue Interest Jnl	Interest To 31/03/23	J0002752	136.34		12,812.42
30/04/23	Overdue Interest Jnl	Interest To 30/04/23	J0002798	136.34		12,948.76
04/05/23	Other	Legal & Debt Collect	M0000026	785.18		13,733.94
31/05/23	Overdue Interest Jnl	Interest To 31/05/23	J0002863	169.12		13,903.06
16/06/23	Other	Legal & Debt Collect	M0000027	279.29		14,182.35
30/06/23	Overdue Interest Jnl	Interest To 30/06/23	J0002901	169.12		14,351.47
				\$38,888.10	\$24,536.63	\$14,351.47

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**SCHEDULE 4
GUARANTEE & INDEMNITY**

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GUARANTEE & INDEMNITY

PARTIES

- 1.
("Seller")

- 2.
("Buyer")

- 3.
("Guarantors")

RECITALS

- A. The Buyer and Seller have agreed to enter into the Contract.
- B. The Guarantors acknowledges that the Seller is entering into Contract because of the granting of this guarantee and indemnity.
- C. The Guarantors expects to receive a commercial benefit from this guarantee and indemnity.

OPERATIVE PROVISIONS

15. DEFINITIONS & INTERPRETATIONS

15.1. Definitions

In this document unless the context requires otherwise:

- 15.1.1. **Contract** means the Contract to which this document is attached;
- 15.1.2. Any terms defined in the Contract has the same meaning in this document unless the context indicates otherwise.

15.2. Interpretations

- 15.2.1. In the interpretation of this document, unless the context or subject matter requires otherwise, references to:
 - 15.2.1.1. singular words include the plural and vice versa;
 - 15.2.1.2. any gender includes every gender;

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- 15.2.1.3. persons include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, charities, associations, partnerships, government authorities, and other legal entities. It will include reference to that person's estate, personal representatives, executors, administrators, substitutes, successors and assigns;
- 15.2.1.4. an agreement or document (including this document) mean that agreement or document as varied, amended, novated or supplemented and include all recitals, schedules, appendices and exhibits to it;
- 15.2.1.5. An obligation of two or more parties binds them jointly and each of them severally; and
- 15.2.1.6. An obligation incurred in favour of two or more parties is enforceable by them severally.
- 15.2.2. The following rules apply, unless the context or subject matter requires otherwise:
 - 15.2.2.1. a warranty, representation, covenant or obligation given or entered into by more than one person binds them jointly and severally;
 - 15.2.2.2. headings are used for convenience only and must be disregarded in the interpretation of this document; and
 - 15.2.2.3. of a word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning.

16. GUARANTEE & INDEMNITY

- 16.1. In consideration of the Seller agreeing to enter into this Contract, at the request of the Guarantors (which request is testified by the Guarantors' execution of this Contract) the Guarantors, as principal obligors and not merely as sureties, irrevocably and unconditionally guarantee to the Seller (and indemnifies the Seller in respect of) the due and punctual performance of all the obligations of the Buyer under or arising out of the Contract including (without limitation):
 - 16.1.1. the prompt payment of all amounts payable by the Buyer under the Contract;
 - 16.1.2. the prompt performance of all other obligations of the Buyer under the Contract;
 - 16.1.3. the prompt payment of all amounts for which the Buyer may become liable in respect of any breach of the Contract.
- 16.2. The Guarantors agree that the Guarantors' obligations under this guarantee and indemnity shall be unconditional irrespective of:-
 - 16.2.1. the validity, regularity and enforceability of any provision of the Contract;
 - 16.2.2. the absence of any action by the Seller or the Buyer to enforce the Contract;
 - 16.2.3. the waiver or consent of the Seller in respect of any provision of the Contract;
 - 16.2.4. the recovery of any judgment against the Buyer;
 - 16.2.5. any action to enforce judgment against the Buyer;

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- 16.2.6. any variation of the terms of the Contract;
 - 16.2.7. any time or indulgence granted to the Buyer by the Seller;
 - 16.2.8. the winding up, dissolution or external administration of the Buyer;
 - 16.2.9. any change in the status, function, control or ownership of the Buyer;
 - 16.2.10. any consolidation, merger, conveyance or transfer by the Buyer;
 - 16.2.11. any other dealing, transaction or arrangement between the Seller and the Buyer;
or
 - 16.2.12. any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety.
- 16.3. This guarantee and indemnity shall be a continuing guarantee and indemnity which shall not be discharged except by complete performance of all the obligations of the Buyer under or arising out of the Contract.
- 16.4. The Seller may require the Guarantors to make a payment or perform any other obligation of the Buyer under or arising out of the Contract:-
- 16.4.1. without first asking the Buyer to do so; and
 - 16.4.2. irrespective of whether the payment or other obligation would be enforceable against the Buyer.
- 16.5. The Guarantors warrant that they have power to enter into this guarantee and that all corporate action has been taken for them to do so.
- 16.6. The Guarantor agrees to pay and indemnify the Seller against all stamp duty (if any) in respect of this guarantee and indemnity.

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DATED this

day of

2023

EXECUTED AS AN DEED

SIGNED SEALED AND DELIVERED for and on behalf of **MAREEBA SHIRE COUNCIL** by the **MAYOR** and **CHIEF EXECUTIVE OFFICER** in the presence of:

Mayor Signature

Signature of Witness

Print Name

Chief Executive Officer Signature

Signed sealed and delivered by

.....
in accordance with its Constitution and section 127(1) of the *Corporations Act 2001* (Cth):

Director

Director/Secretary

SIGNED SEALED AND DELIVERED by

.....
in the presence of:

Witness

Signature

Print name

Print address

SIGNED SEALED AND DELIVERED by

.....
in the presence of:

Witness

Signature

Print name

Print address

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