



## **DISCLOSURE STATEMENT**

“BEACON ON 6”

# DISCLOSURE STATEMENT

*Body Corporate & Community Management Act 1997 (section 213)*

<b>SELLER</b>	Name:	<b>COMBINED INVESTMENTS PTY LTD (ACN 627 002 117)</b>
	Address:	13 Queenscliffe Place, Mardi NSW 2259
<b>BUYER</b>	Name:	
	Address:	
<b>PROPOSED LOT TO BE PURCHASED</b>  <i>Body Corporate and Community Management Act – s213(2)(a)</i>	Lot	<i>(Insert Lot Number)</i>  (i) The Proposed Lot to be purchased is identified on the Disclosure Plan attached as Schedule 1  (ii) The Disclosure Plan in compliance with Section 213AA of the <i>Body Corporate and Community Management Act</i> is included in Schedule 1
<b>BODY CORPORATE CONTRIBUTIONS</b>  <i>Body Corporate and Community Management Act – s213(2)(b)</i>	The amount of annual contributions reasonably expected to be payable to the Body Corporate by the owner of the Proposed Lot are as detailed in Schedule 3.  Contributions payable by the owner are calculated by reference to the Contribution Schedule Lot Entitlements.  Contribution Schedule Lot Entitlements and Interest Schedule Lot Entitlements are detailed in the attached proposed Community Management Statement.	
<b>ENGAGEMENT OF BODY CORPORATE MANAGER</b>  <i>Body Corporate and Community Management Act – s213(2)(c)</i>	It is proposed to engage a person as a Body Corporate Manager for the Scheme with an engagement proposed to be entered into after the establishment of the Scheme. Details are as follows:  (i) The terms of the engagement (other than the provisions of the code of conduct that are taken to be included in the terms under section 118 of the <i>Body Corporate and Community Management Act</i> ) are included in Schedule 7;  (ii) The estimated cost of the engagement to the Body corporate is \$3,300.00 per annum plus variable costs as per terms of engagement attached; and  (iii) The proportion of the cost to be borne by the owner of the Proposed Lot is as detailed in Schedule 3.	
<b>ENGAGEMENT OF SERVICE CONTRACTOR</b>  <i>Body Corporate and Community Management Act – s213(2)(c)</i>	It is not proposed to engage a person as a Service Contractor (“Caretaker”) for the Scheme.	
<b>AUTHORISATION OF LETTING AGENT</b>  <i>Body Corporate and Community Management Act – s213(2)(d)</i>	It is not proposed to engage a Letting Agent for the Scheme	

<b>BODY CORPORATE ASSETS</b>  <i>Body Corporate and Community Management Act – s213(2)(e)</i>	Any Body Corporate assets proposed to be acquired by the Body Corporate after establishment of the Scheme are detailed in Schedule 8.
<b>COMMUNITY MANAGEMENT STATEMENT</b>  <i>Body Corporate and Community Management Act – s212A(2) &amp; s213(2)(f)</i>	The proposed Community Management Statement for the Scheme is contained in Schedule 4.  The Scheme is not a subsidiary Scheme.
<b>REGULATION MODULE</b>  <i>Body Corporate and Community Management Act – s213(2)(g)</i>	The Regulation Module proposed to apply to the Scheme is the Standard Module.
<b>OTHER MATTERS PRESCRIBED BY REGULATION</b>  <i>Body Corporate and Community Management Act – s213(2)(h)</i>	The Body Corporate is required to enter into a Stormwater Maintenance Agreement for the maintenance of the stormwater catchment tanks and filters on the property as set out in Schedule 9.
<b>POWER OF ATTORNEY</b>  <i>Body Corporate and Community Management Act – s219</i>	Details of the Power of Attorney granted by the Buyer to the Seller are contained within Schedule 5.  The power of attorney expires 1 year after establishment of the Scheme.
<b>SUNSET DATE</b>  <i>Body Corporate and Community Management Act – s213(2)(a)</i>	The Seller must settle the Contract for the sale of the Proposed Lot as provided under section 217B of the <i>Body Corporate and Community Management Act</i> by the date which is 3 ½ years after the Contract Date.  The Sunset Date is subject to variation in accordance with the terms of the Contract.
<b>Signature of Seller</b>	
<b>Date signed by Seller</b>	
<b>Signature of Buyer</b>	The Buyer acknowledges having received and read this signed Disclosure Statement from the Seller prior to their entry into the Contract.  <div style="display: flex; justify-content: space-between;"> <span><i>Signature</i></span> <span><i>Signature</i></span> </div>
<b>Date signed by Buyer</b>	

## **SCHEDULE 1**

### **DISCLOSURE PLAN**

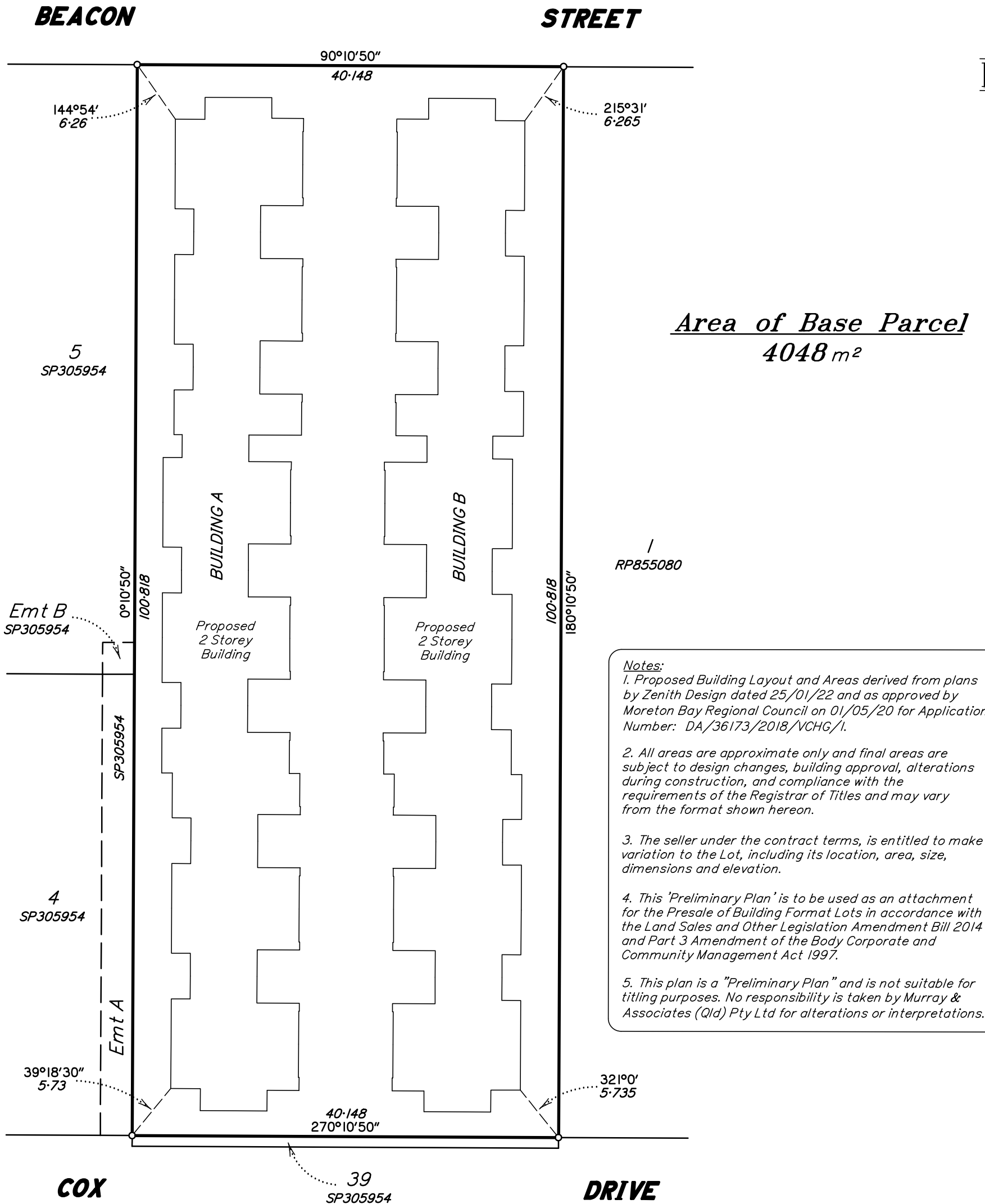
The Proposed Lot is identified by reference to the respective lot number on the draft plans attached.

The Buyer acknowledges that the attached plans are draft only and are subject to change and to the provisions of the Contract.

In the event of any inconsistency between any architectural plans and the draft Survey Plan attached, the draft Survey Plan shall prevail.

**Preliminary Proposal Plan Only**

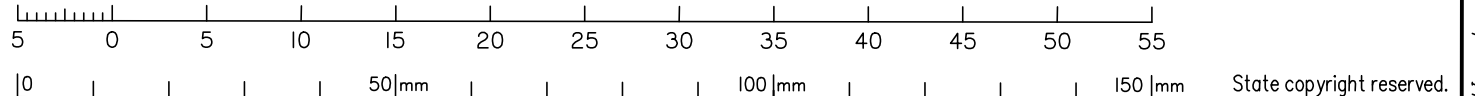
(Proposed Building Location is indicative only)



**Area of Base Parcel**  
**4048 m<sup>2</sup>**

- Notes:**
- Proposed Building Layout and Areas derived from plans by Zenith Design dated 25/01/22 and as approved by Moreton Bay Regional Council on 01/05/20 for Application Number: DA/36173/2018/VCHG/1.
  - All areas are approximate only and final areas are subject to design changes, building approval, alterations during construction, and compliance with the requirements of the Registrar of Titles and may vary from the format shown hereon.
  - The seller under the contract terms, is entitled to make variation to the Lot, including its location, area, size, dimensions and elevation.
  - This 'Preliminary Plan' is to be used as an attachment for the Presale of Building Format Lots in accordance with the Land Sales and Other Legislation Amendment Bill 2014 and Part 3 Amendment of the Body Corporate and Community Management Act 1997.
  - This plan is a "Preliminary Plan" and is not suitable for titling purposes. No responsibility is taken by Murray & Associates (Qld) Pty Ltd for alterations or interpretations.

Scale 1:400 - Lengths are in Metres.



**Preliminary**

Preliminary plan prepared by MURRAY & ASSOCIATES (QLD) PTY LTD ACN 075 543

.....  
Craig Robert Andrews  
Cadastral Surveyor  
.....  
Date

**Plan of Proposed Building  
Format Plan for Lots 1-30 &  
Common Property**

Cancelling Lot 2 on RP159464

MORETON BAY  
GOVERNMENT: REGIONAL COUNCIL LOCALITY: MORAYFIELD

Meridian: RP159464

Survey Records: No

Scale: 1:400  
Format: BUILDING

**Preliminary**  
**SP326794**

**WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.**

(Dealing No.)

4. Lodged by

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
I5726155	Lot 2 on RPI594564	I-30 & CP	—	—

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
719180162	I-30	—

**Preliminary Proposal Plan Only**  
(Proposed Building Location is indicative only)

Date of Development Approval: 1/05/2020

6. Building Format Plans only.  
I certify that :  
\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;  
~~\* Part of the building shown on this plan encroaches onto adjoining \* lots and road~~  
.....  
Cadastral Surveyor/Director\* Date  
\*delete words not required

7. Lodgement Fees :  
Survey Deposit \$ .....  
Lodgement \$ .....  
.....New Titles \$ .....  
Photocopy \$ .....  
Postage \$ .....  
TOTAL \$ .....

I-30 & Common Property	POR 21
Lots	Orig

2. Orig Grant Allocation :

3. References :  
Dept File :  
Local Govt :  
Surveyor : **62380**

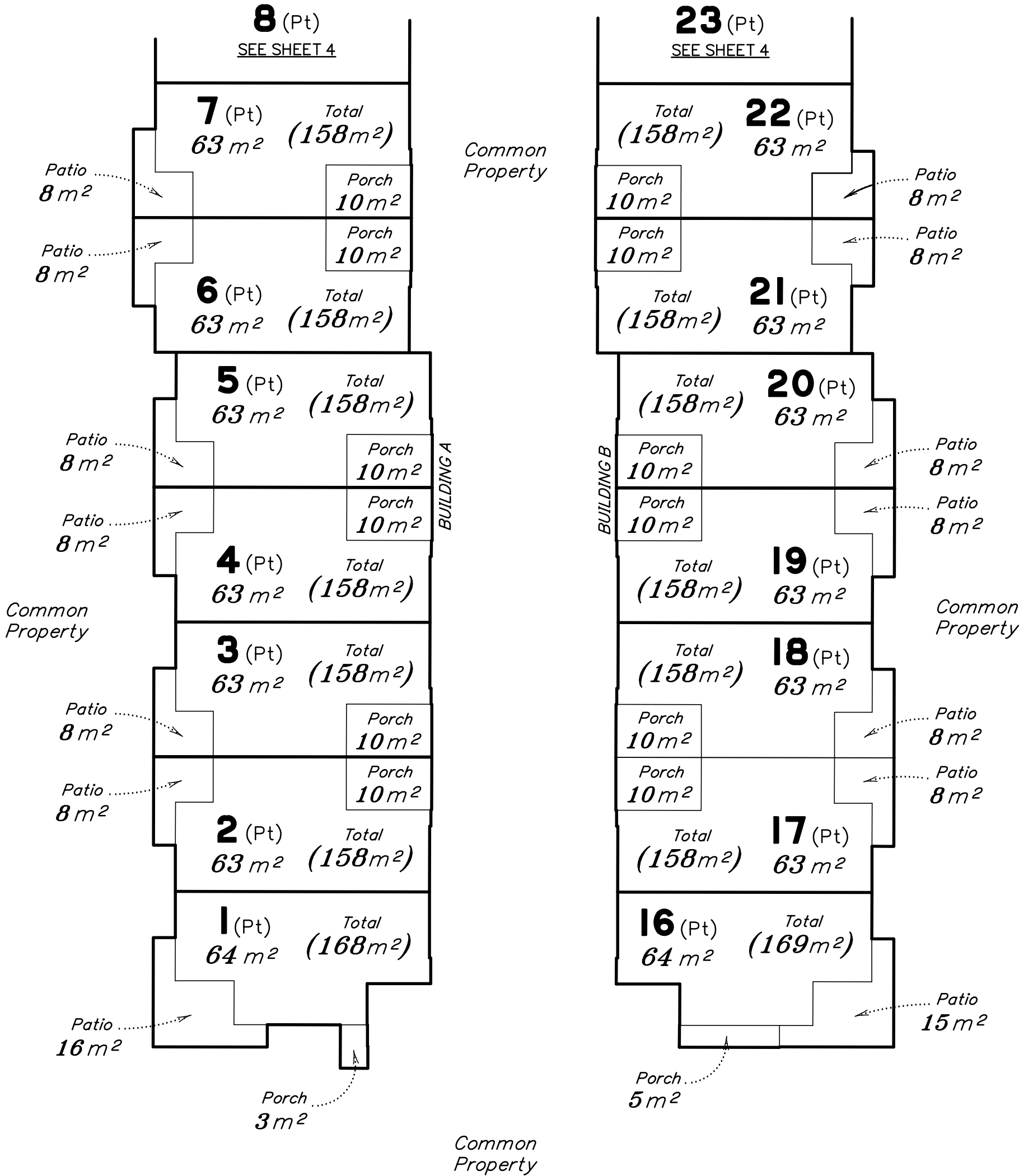
5. Passed & Endorsed :

By: C. R. Andrews  
Date :  
Signed : **Preliminary Only**  
Designation : Cadastral Surveyor

8. Insert Plan Number  
**Preliminary SP326794**

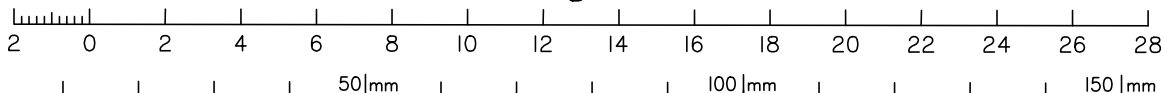
**LEVEL A**

Scale 1:200



**Preliminary Proposal Plan Only**  
(Proposed Building Location is indicative only)

Scale 1:200 - Lengths are in metres.

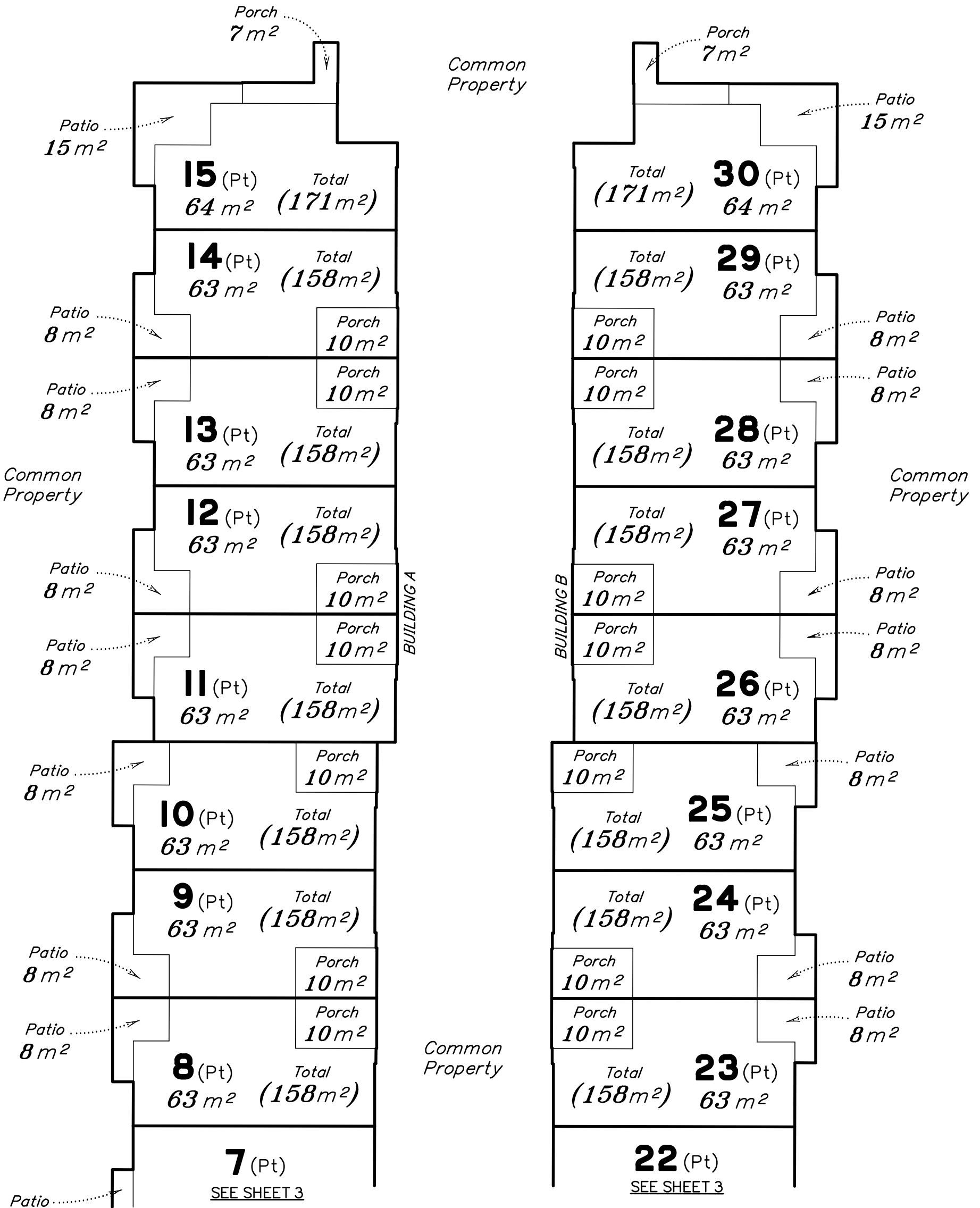


State copyright reserved.

Insert Plan Number **Preliminary SP326794**

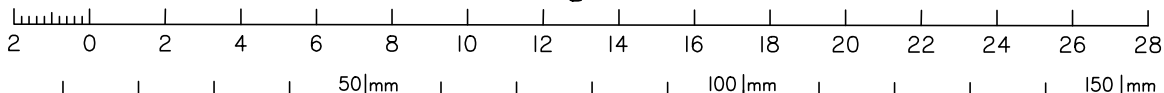
# LEVEL A CONT.

Scale 1:200



**Preliminary Proposal Plan Only**  
(Proposed Building Location is indicative only)

Scale 1:200 - Lengths are in metres.



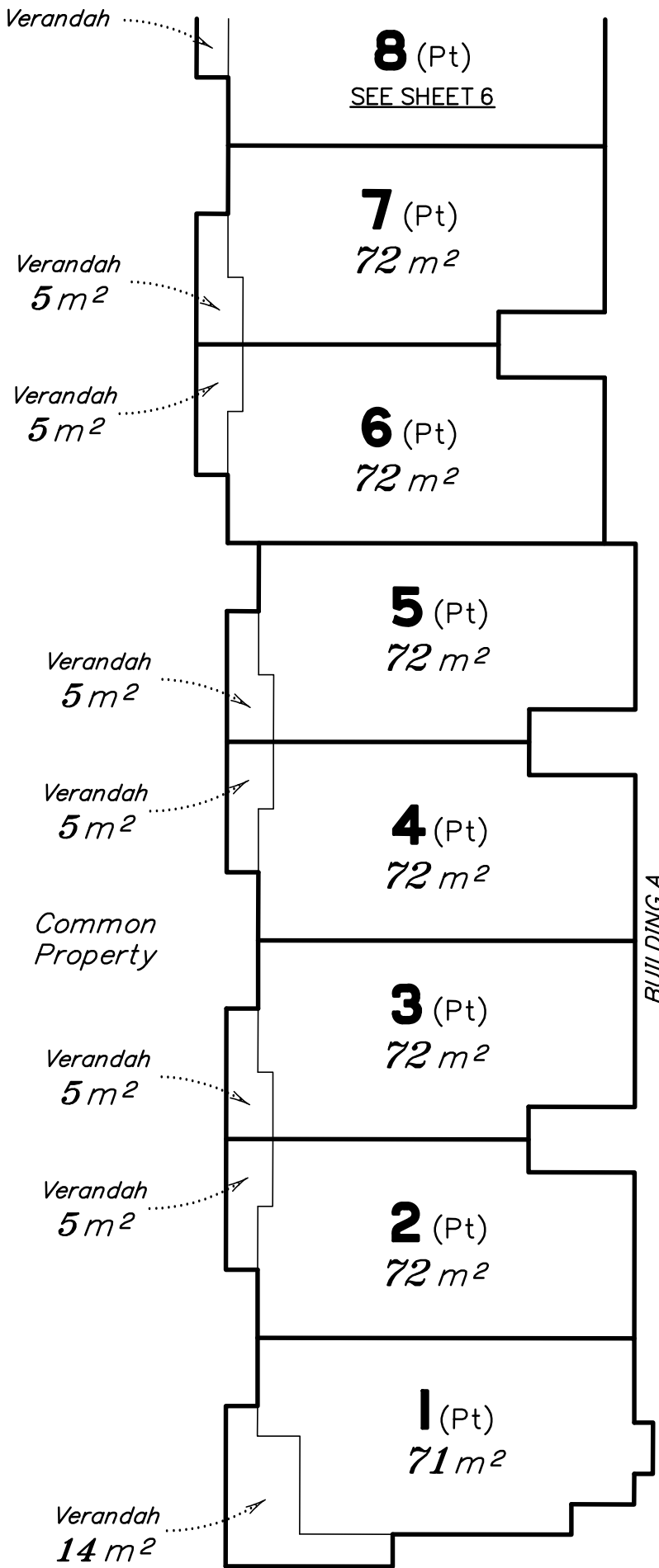
State copyright reserved.

Insert Plan Number **Preliminary SP326794**

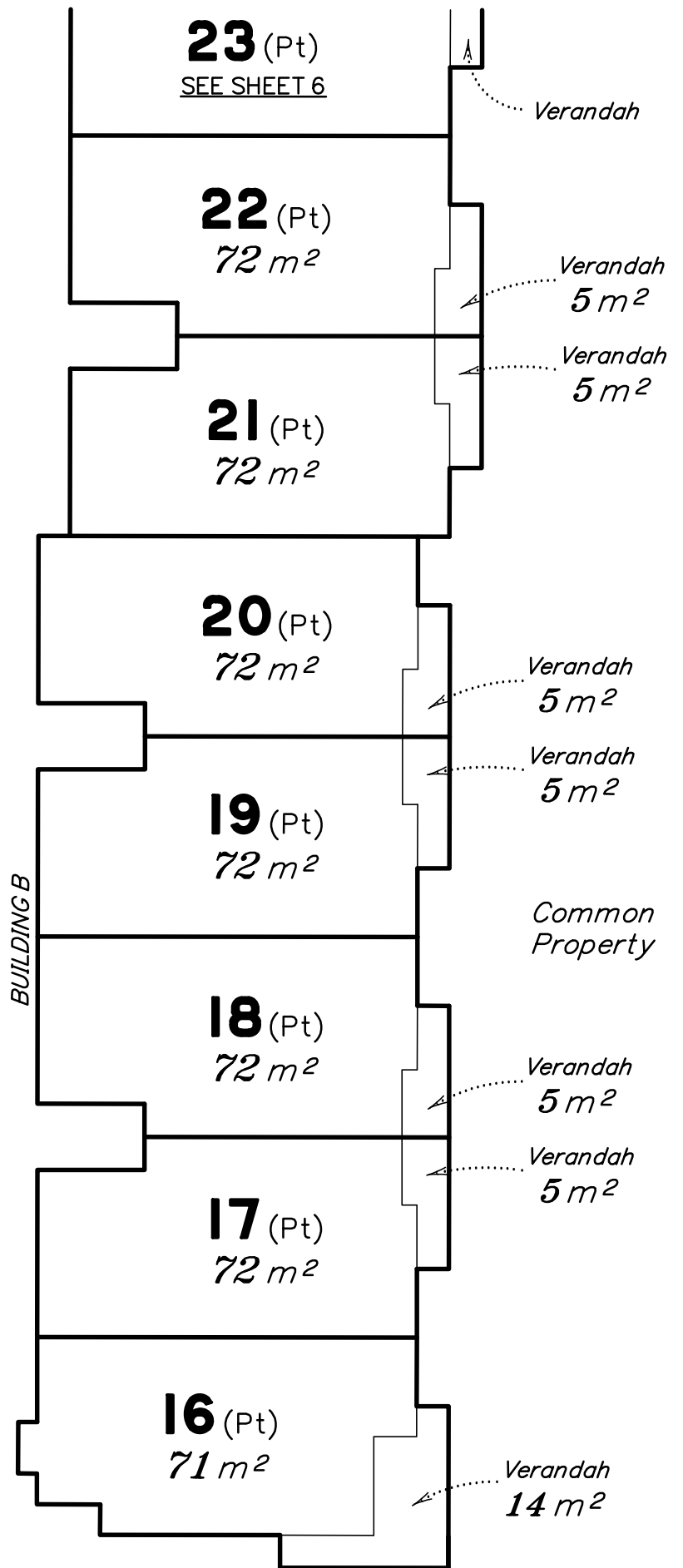


**LEVEL B**

Scale 1:200



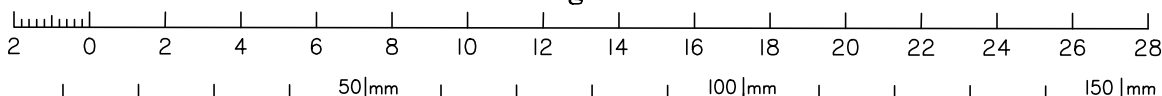
Common Property



Common Property

**Preliminary Proposal Plan Only**  
(Proposed Building Location is indicative only)

Scale 1:200 - Lengths are in metres.



State copyright reserved.

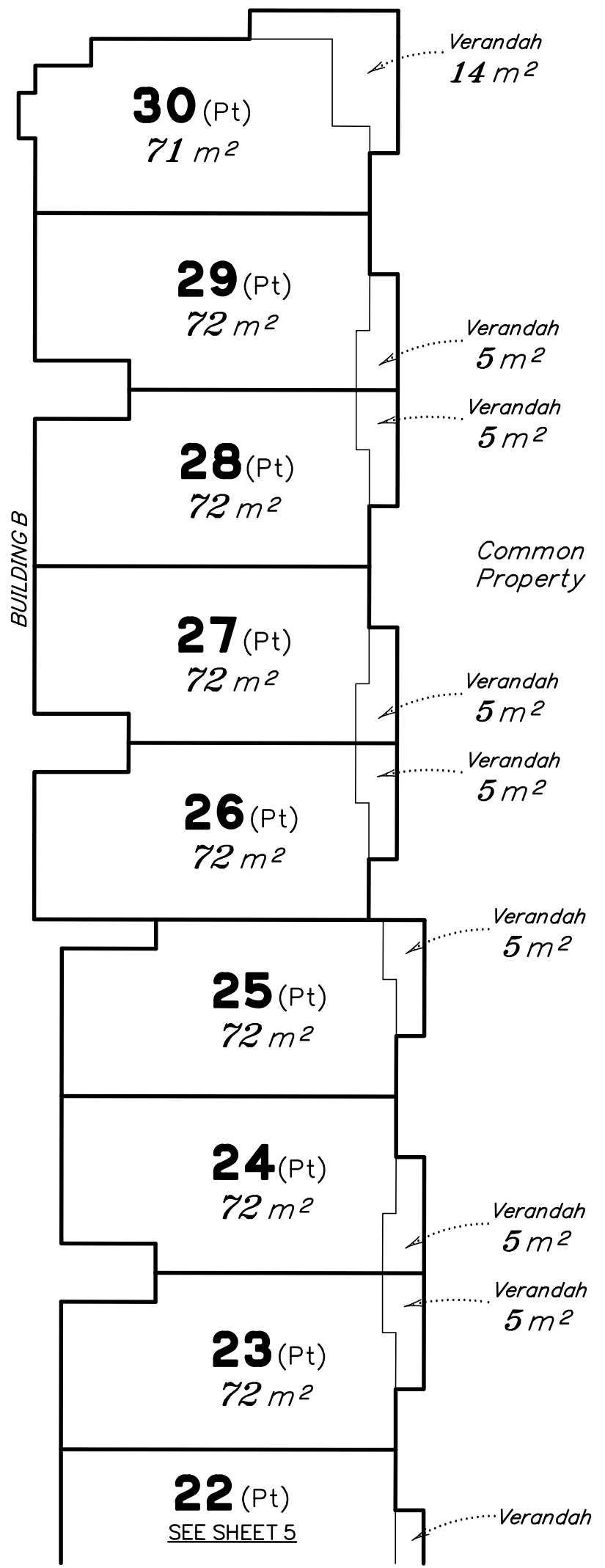
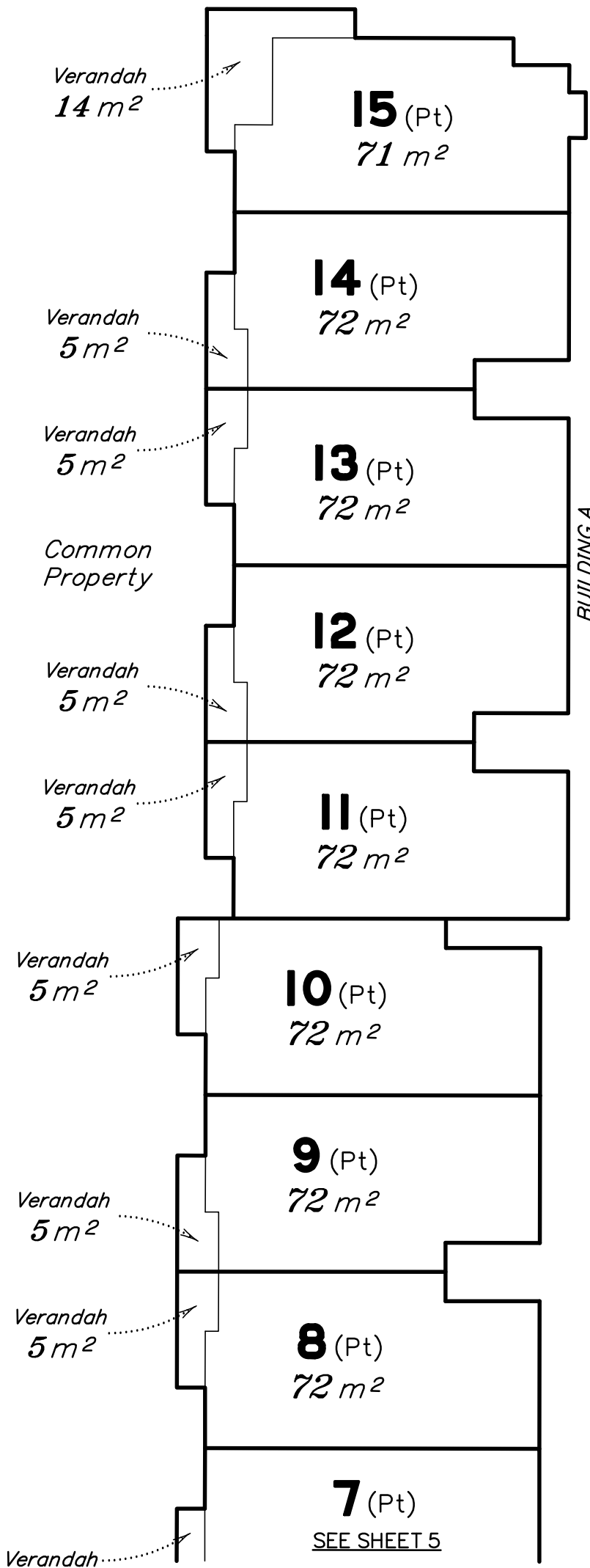
Insert Plan Number **Preliminary SP326794**

# LEVEL B CONT.

Scale 1:200



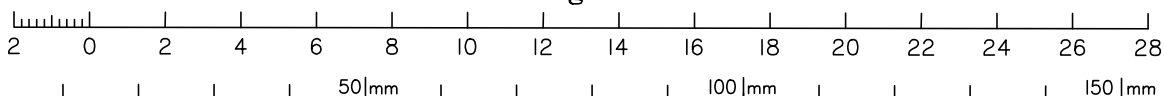
Common Property



Common Property

**Preliminary Proposal Plan Only**  
(Proposed Building Location is indicative only)

Scale 1:200 - Lengths are in metres.



State copyright reserved.

Insert Plan Number **Preliminary SP326794**

**SCHEDULE 2**  
**SPECIFICATIONS**



BEACON

COLORBOND ROOFING

A SELECTION OF JAMES HARDI CLADDINGS

NATURAL COLORBOND COLOUR SELECTION

FULLY INSULATED ROOF AND EXTERNAL WALLS

DUCTED AIR CONDITIONING THROUGHOUT

ENERGY EFFICIENT LED LIGHTING

160LT HOT WATER STORAGE UNIT

600MM STAINLESS STEEL OVEN

CERAMIC COOKTOP

600MM STAINLESS STEEL DISHWASHER

LUXURY 20MM STONE BENCH TOPS COMPLIMENT THE WELL APPOINTED KITCHEN

FULL RANGE OF WATER SAVING STAINLESS STEEL MIXER TAP WARE THROUGHOUT

SEMI FRAMELESS SHOWER SCREENS

FULL RANGE OF STAINLESS STEEL TOWEL RAILS AND BATHROOM FIXTURES

EASY CLEAN, WATER WISE, BACK TO WALL TOILET SUITES

PLUSH PILE CARPET STAIRWELL, UPSTAIRS LIVING AND BEDROOMS

TILED LOWER LEVEL AND BATHROOMS

BRUSHED STAINLESS STEEL LEVER DOOR FURNITURE

VINYL SLIDING WARDROBE DOORS

FOLD AWAY EXTERNAL CLOTHES LINE

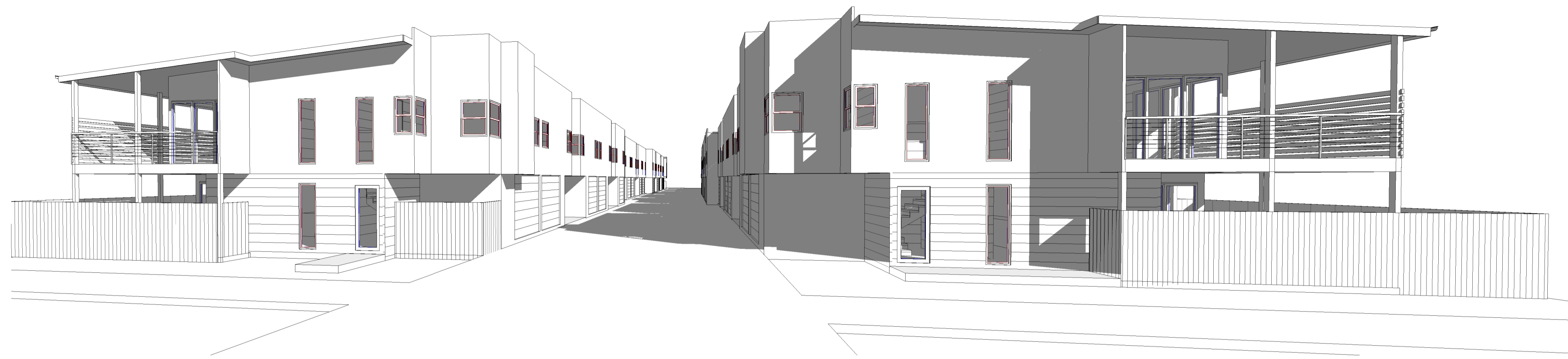
EASY TO MAINTAIN LANDSCAPED REAR YARD AND ENTRANCE

**PROJECT:**  
30 TOWNHOUSES

**CLIENT:**  
COMBINED  
INVESTMENT

**ADDRESS:**  
6 BEACON ST,  
MORAYFIELD, QLD,  
4506

**DRAWING:**  
PERSPECTIVES



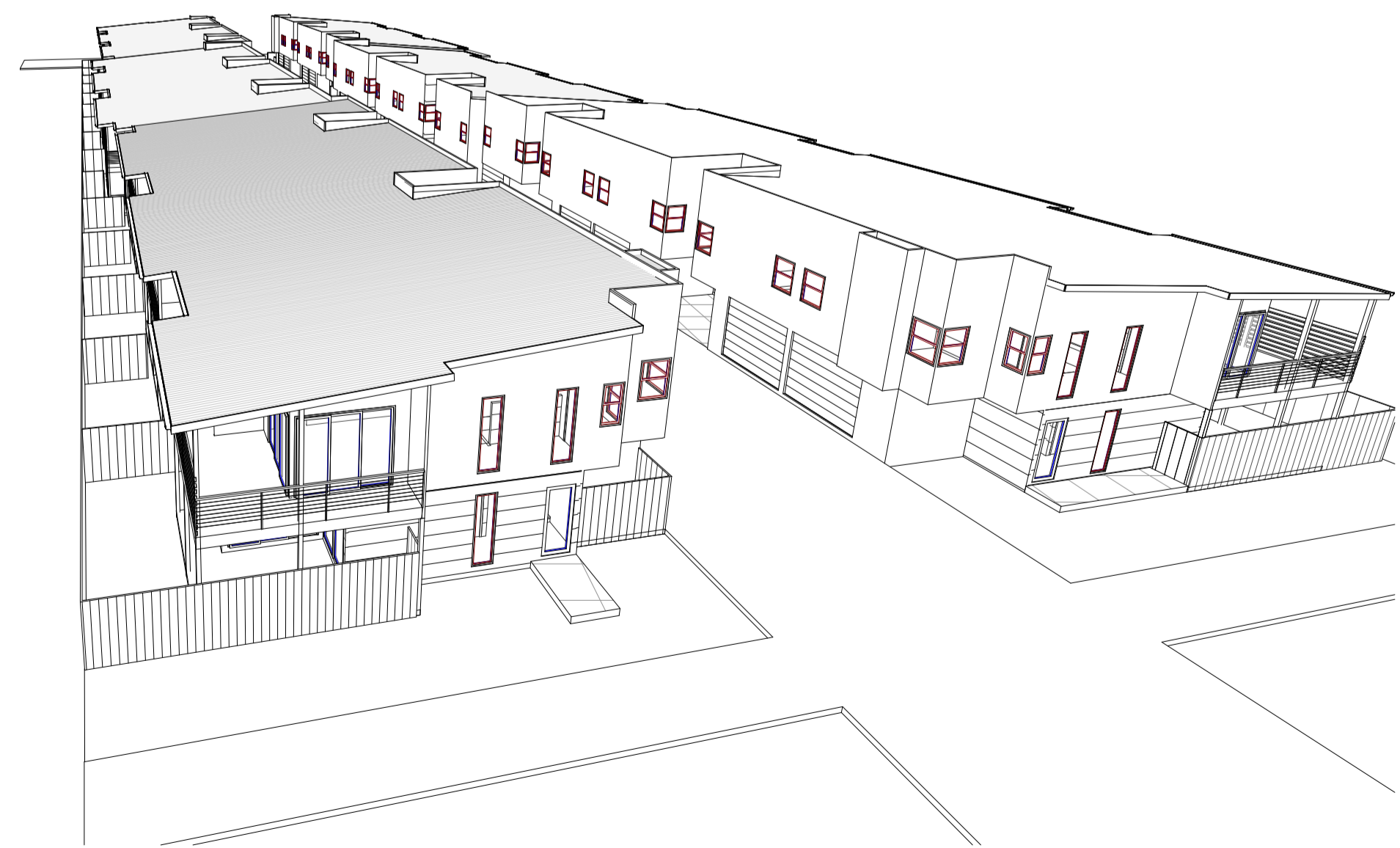
1 PROPOSED PERSPECTIVE 01



2 PROPOSED PERSPECTIVE 02



3 PROPOSED PERSPECTIVE 03



4 PROPOSED PERSPECTIVE 04

ISSUE DATE: 04/10/22

SHEET: 01 OF 19

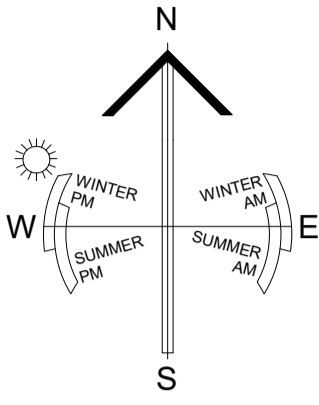
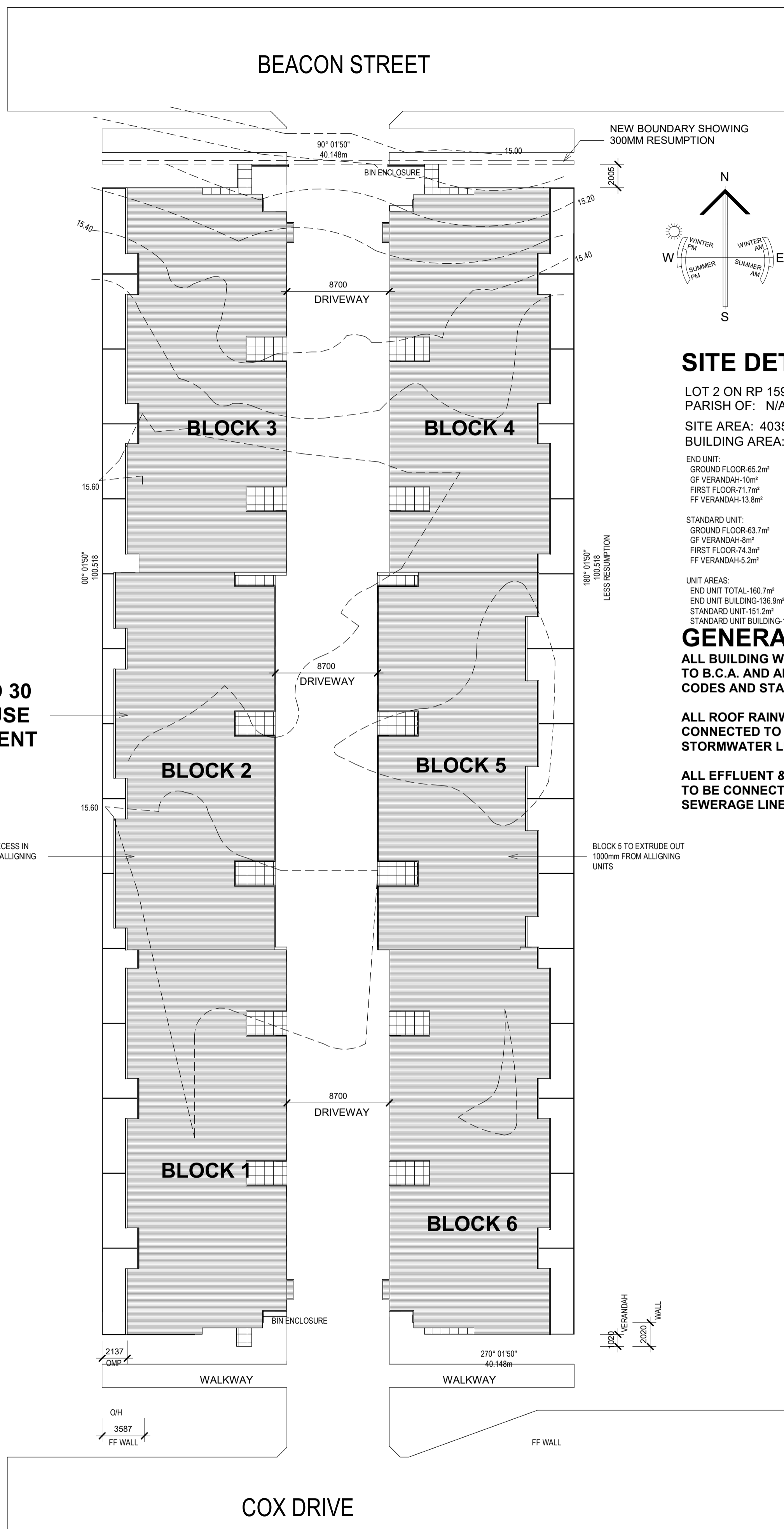
SCALE (AT A1 SIZE)

DRAWN:

JOB NO : 2169-19  
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NOTE REPLACE EXISTING COUNCIL INFRASTRUCTURE (INCLUDING BUT NOT LIMITED TO STREET TREES & FOOTPATHS) THAT IS DAMAGED AS PART OF WORKS CARRIED OUT IN ASSOCIATION WITH DEVELOPMENT TO COUNCILS



**SITE DETAILS:**  
LOT 2 ON RP 159464  
PARISH OF: N/A  
SITE AREA: 4035m<sup>2</sup> (LESS RESUMPTION)  
BUILDING AREA:  
END UNIT: GROUND FLOOR-65.2m<sup>2</sup>, GF VERANDAH-10m<sup>2</sup>, FIRST FLOOR-71.7m<sup>2</sup>, FF VERANDAH-13.8m<sup>2</sup>  
STANDARD UNIT: GROUND FLOOR-63.7m<sup>2</sup>, GF VERANDAH-8m<sup>2</sup>, FIRST FLOOR-74.3m<sup>2</sup>, FF VERANDAH-5.2m<sup>2</sup>  
UNIT AREAS: END UNIT TOTAL-160.7m<sup>2</sup>, END UNIT BUILDING-135.9m<sup>2</sup>, STANDARD UNIT-151.2m<sup>2</sup>, STANDARD UNIT BUILDING-138m<sup>2</sup>  
BLOCK AREAS: END BLOCK (BUILDING ONLY)-688.9m<sup>2</sup>, CENTER BLOCK (BUILDING ONLY)-690m<sup>2</sup>  
TOTAL BUILDING-4135.6m<sup>2</sup>(BUILDING ONLY), SITE COVERAGE-54%(2218.6m<sup>2</sup>)

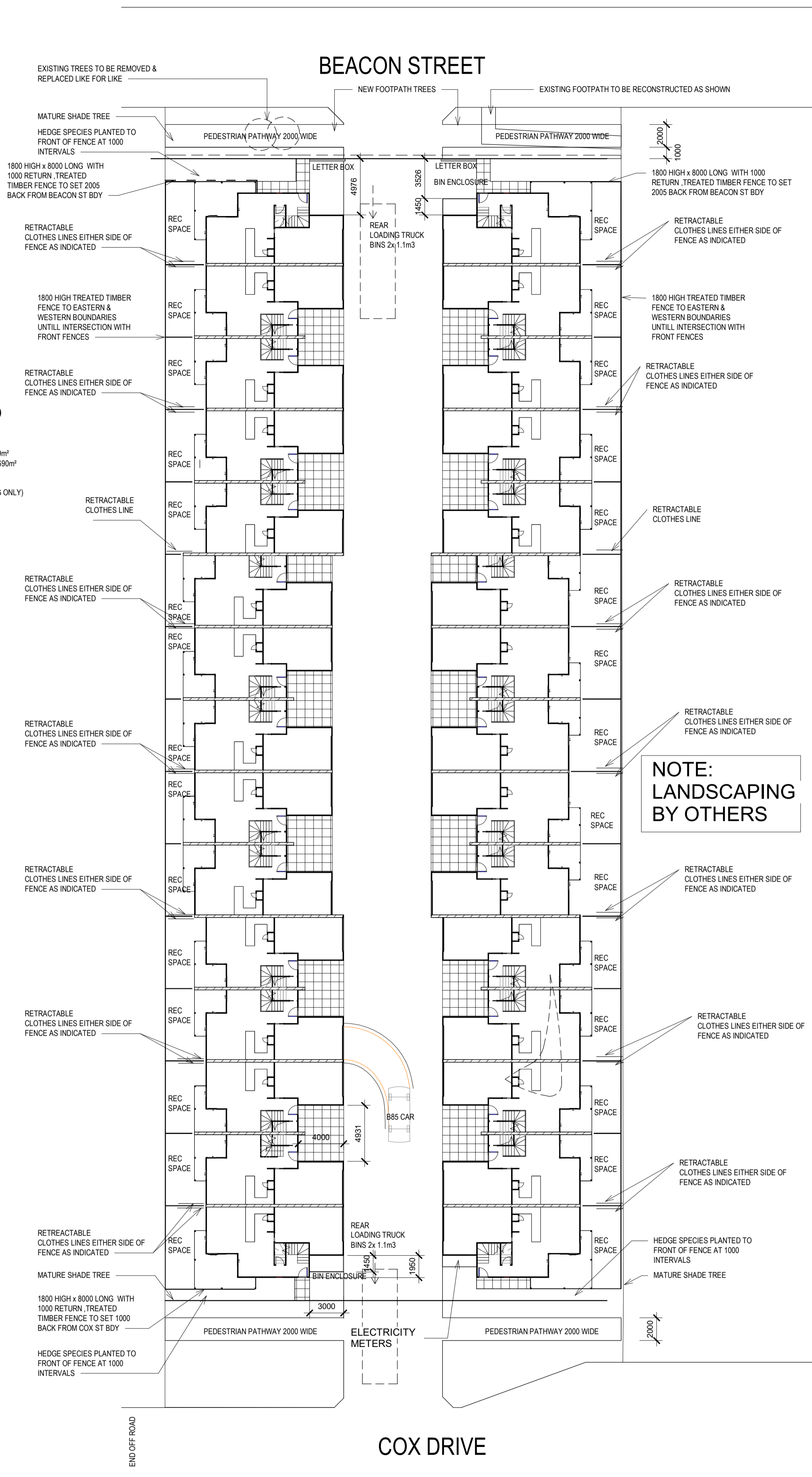
**GENERAL NOTES**  
ALL BUILDING WORK TO ADHERE TO B.C.A. AND ALL RELEVANT CODES AND STANDARDS.  
ALL ROOF RAINWATER TO BE CONNECTED TO COUNCIL STORMWATER LINE  
ALL EFFLUENT & WASTE WATER TO BE CONNECTED TO COUNCIL SEWERAGE LINE.

PROPOSED 30 TOWN HOUSE DEVELOPMENT

BLOCK 2 TO RECESS IN 1000mm FROM ALLIGNING UNITS

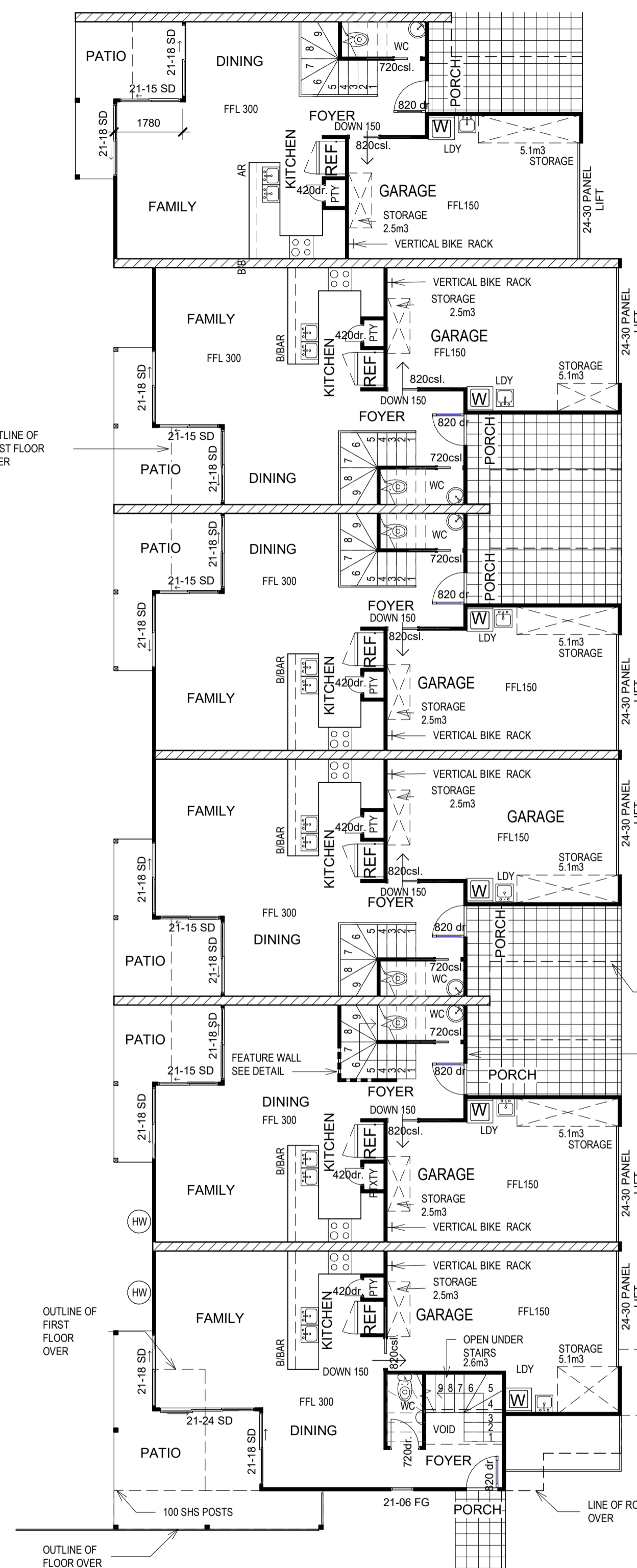
BLOCK 5 TO EXTRUDE OUT 1000mm FROM ALLIGNING UNITS

**1 SITE PLAN**  
1 : 250



**2 LANDSCAPING PLAN**  
1 : 250





**UNIT 6**  
**TYPE B**  
GF STORAGE-8.7m<sup>3</sup>

**UNIT 5**  
**TYPE B**  
GF STORAGE-8.7m<sup>3</sup>

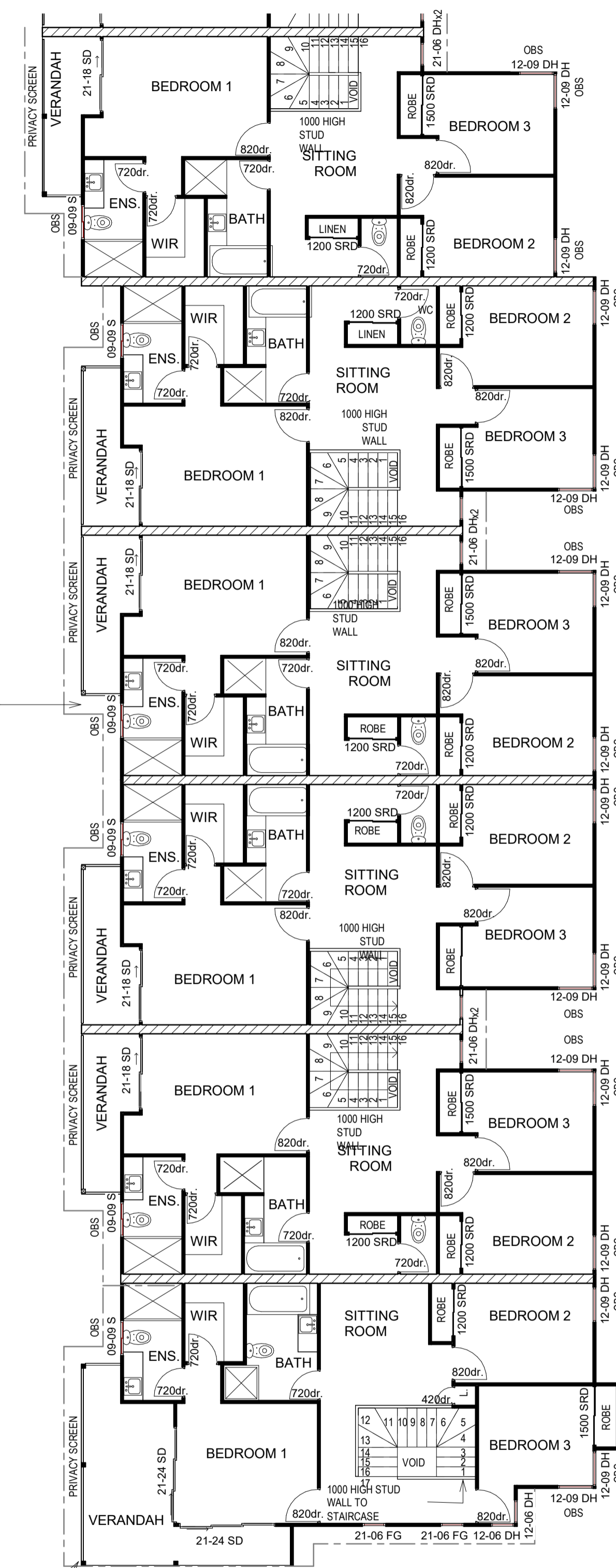
**UNIT 4**  
**TYPE B**  
GF STORAGE-8.7m<sup>3</sup>

**UNIT 3**  
**TYPE B**  
GF STORAGE-8.7m<sup>3</sup>

**UNIT 2**  
**TYPE B**  
GF STORAGE-8.7m<sup>3</sup>

**UNIT 1**  
**TYPE A**  
GF STORAGE-11.3m<sup>3</sup>

**2** **GROUND FLOOR - A**  
1 : 100



**UNIT 6**  
**TYPE B**

**UNIT 5**  
**TYPE B**

**UNIT 4**  
**TYPE B**

**UNIT 3**  
**TYPE B**

**UNIT 2**  
**TYPE B**

**UNIT 1**  
**TYPE A**

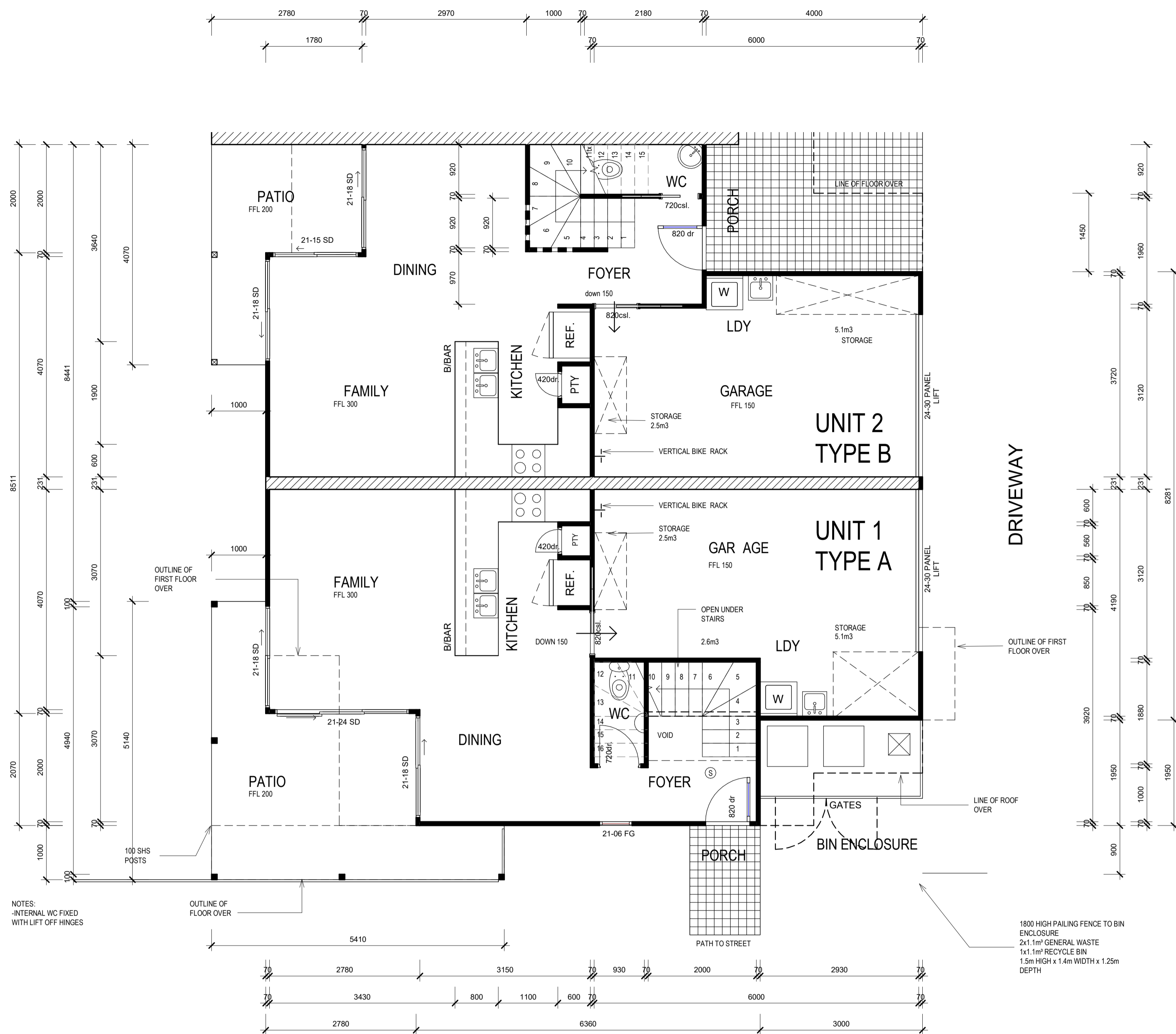
**1** **FIRST FLOOR - A**  
1 : 100

**PROJECT:**  
30 TOWNHOUSES

**CLIENT:**  
COMBINED  
INVESTMENT

**ADDRESS:**  
6 BEACON ST,  
MORAYFIELD, QLD,  
4506

**DRAWING:**  
GF-DETAILED



**1 GF- DETAILED**  
1 : 50

ISSUE DATE: 04/10/22  
**SHEET: 04 OF 19**  
SCALE (AT A1 SIZE) 1 : 50  
DRAWN:

**JOB NO : 2169-19**  
COPYRIGHT ZENITH DESIGN

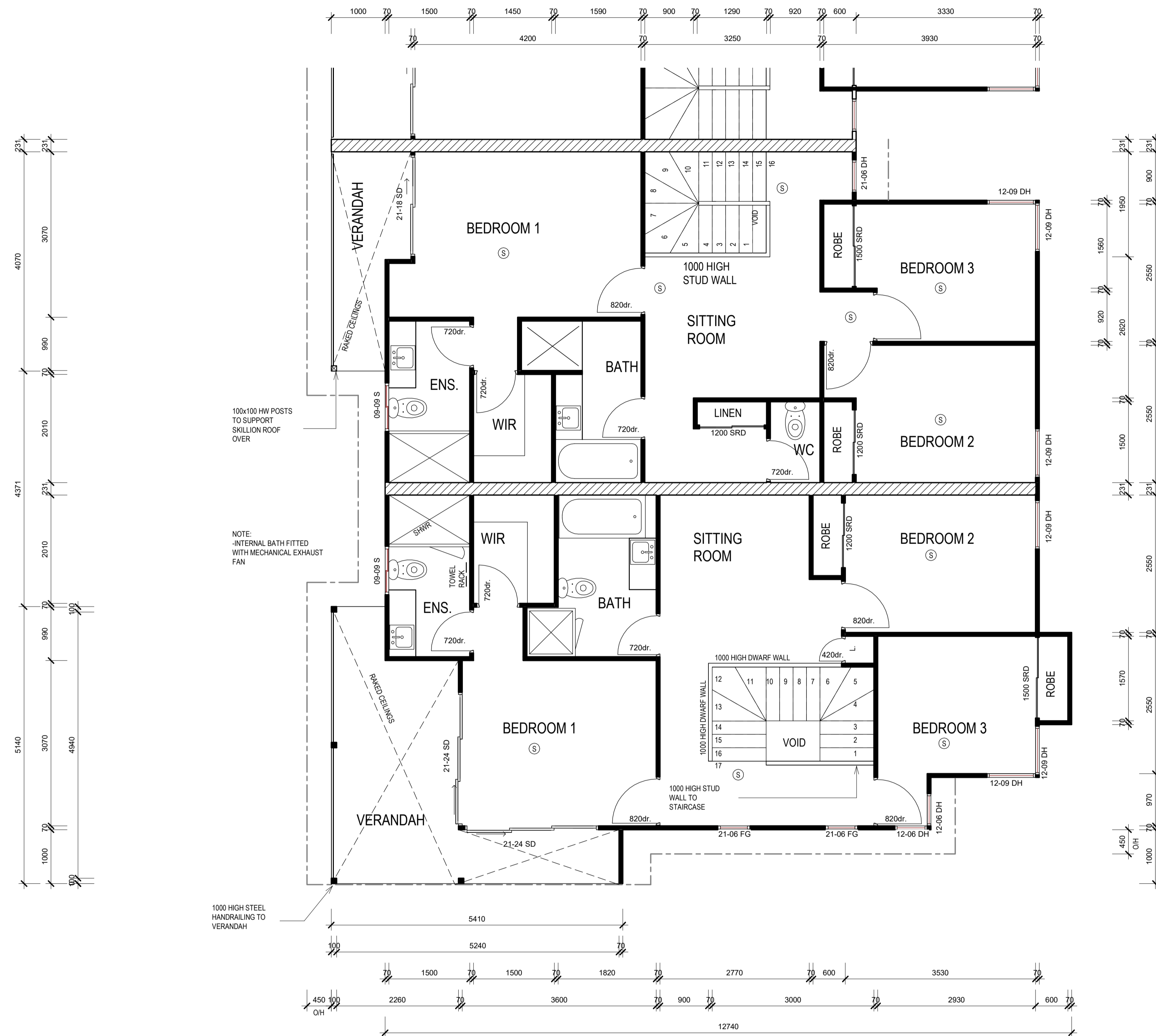


**PROJECT:**  
 30 TOWNHOUSES

**CLIENT:**  
 COMBINED  
 INVESTMENT

**ADDRESS:**  
 6 BEACON ST,  
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 4506

**DRAWING:**  
 FF-DETAILED



**1** FF- DETAILED  
 1 : 50

ISSUE DATE: 04/10/22  
**SHEET:** 05 OF 19  
**SCALE (AT A1 SIZE)** 1 : 50  
**DRAWN:**

**JOB NO :** 2169-19  
 COPYRIGHT ZENITH DESIGN

**PROJECT:**  
30 TOWNHOUSES

**CLIENT:**  
COMBINED INVESTMENT

**ADDRESS:**  
6 BEACON ST,  
MORAYFIELD, QLD,  
4506

**DRAWING:**  
OVERALLS

ISSUE DATE: 04/10/22

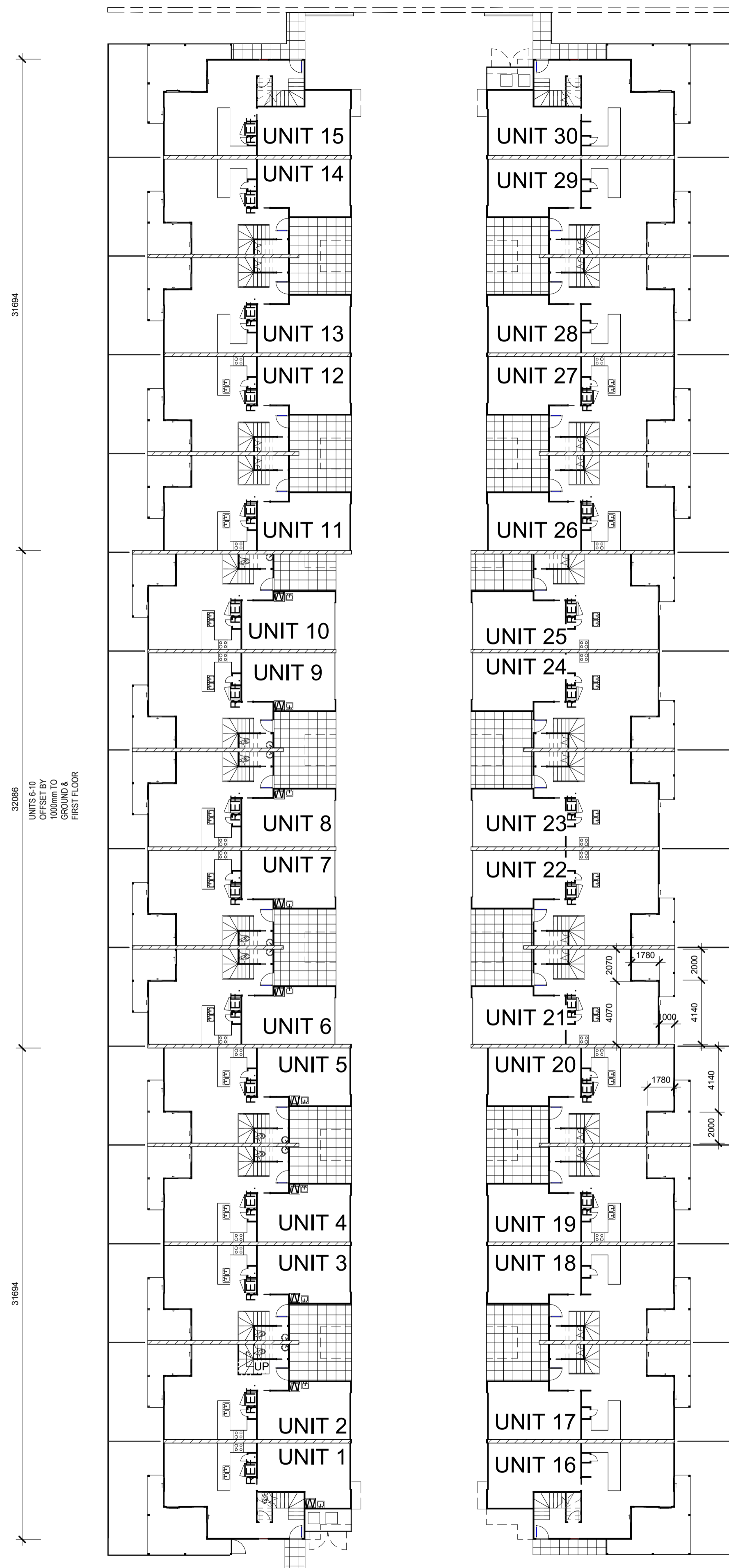
**SHEET:** 06 OF 19

SCALE (AT A1 SIZE) 1 : 200

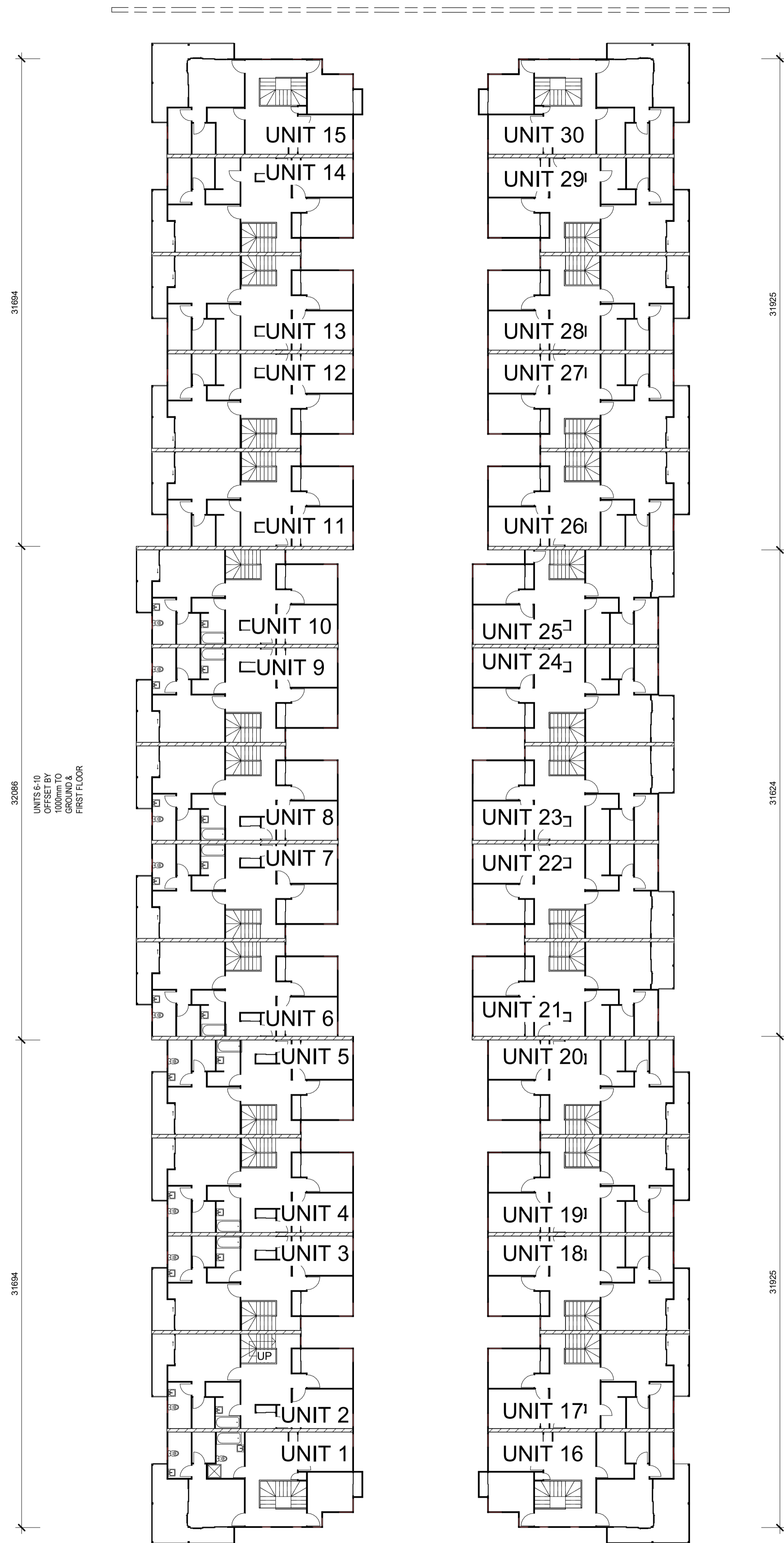
DRAWN:

**JOB NO :** 2169-19

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**1 OVERALL GROUND FLOOR**  
1 : 200



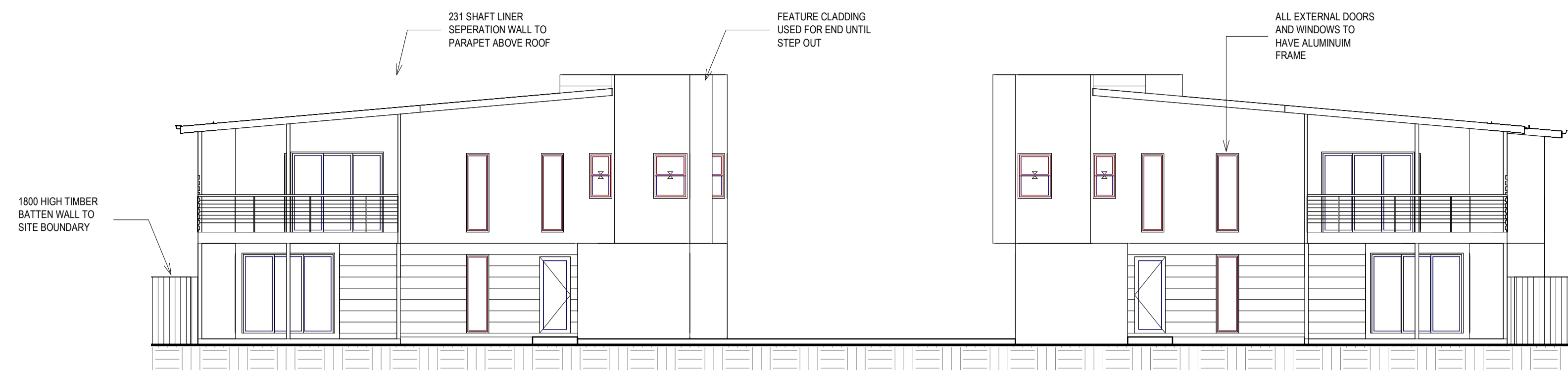
**2 OVERALL FIRST FLOOR**  
1 : 200

**PROJECT:**  
30 TOWNHOUSES

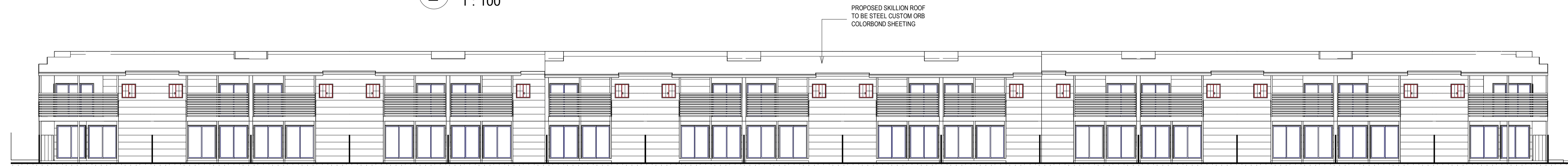
**CLIENT:**  
COMBINED INVESTMENT

**ADDRESS:**  
6 BEACON ST,  
MORAYFIELD, QLD,  
4506

**DRAWING:**  
ELEVATIONS



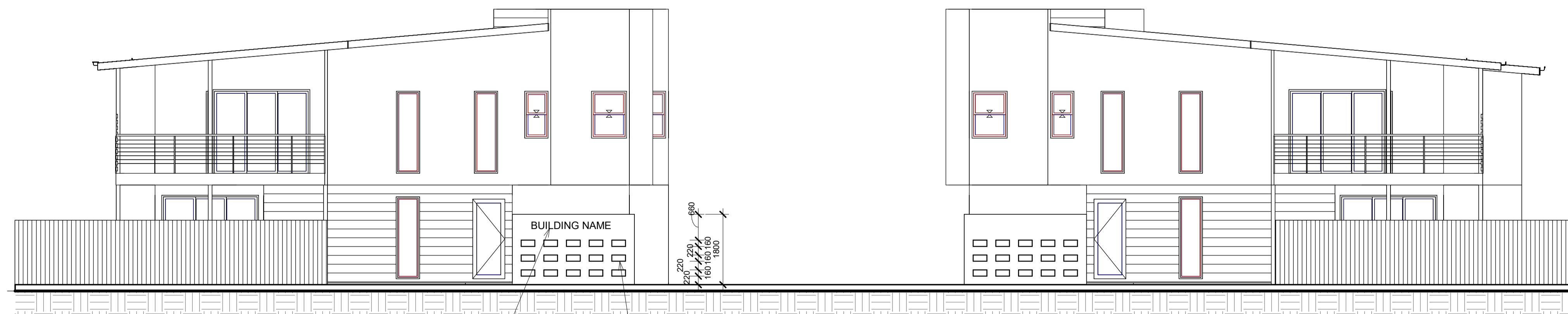
**2 NORTHERN ELEVATION**  
1 : 100



**3 WESTERN ELEVATION**  
1 : 150



**5 BLOCK 4-6 WEST**  
1 : 150



**1 BEACON STREET SCAPE**  
1 : 75

ISSUE DATE: 04/10/22

**SHEET:** 07 OF 19

**SCALE (AT A1 SIZE)** As indicated  
**DRAWN:**

**JOB NO :** 2169-19  
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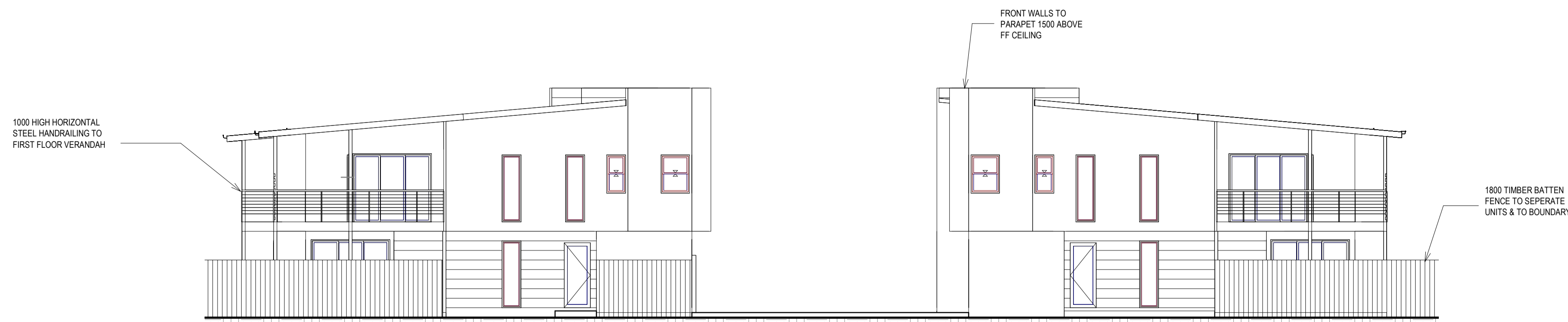


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30 TOWNHOUSES

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4506

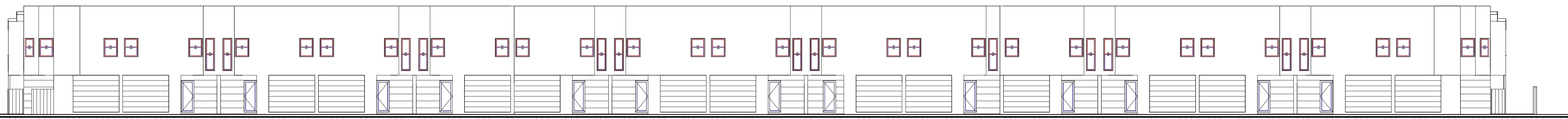
**DRAWING:**  
ELEVATIONS



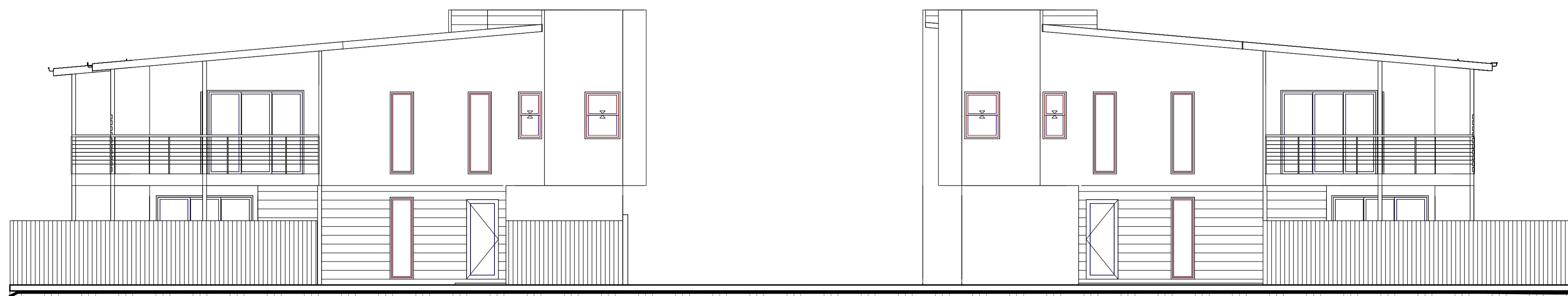
**3 SOUTHERN ELEVATION**  
1 : 100



**2 EASTERN ELEVATION**  
1 : 150



**1 BLOCK 1-3 EAST**  
1 : 150



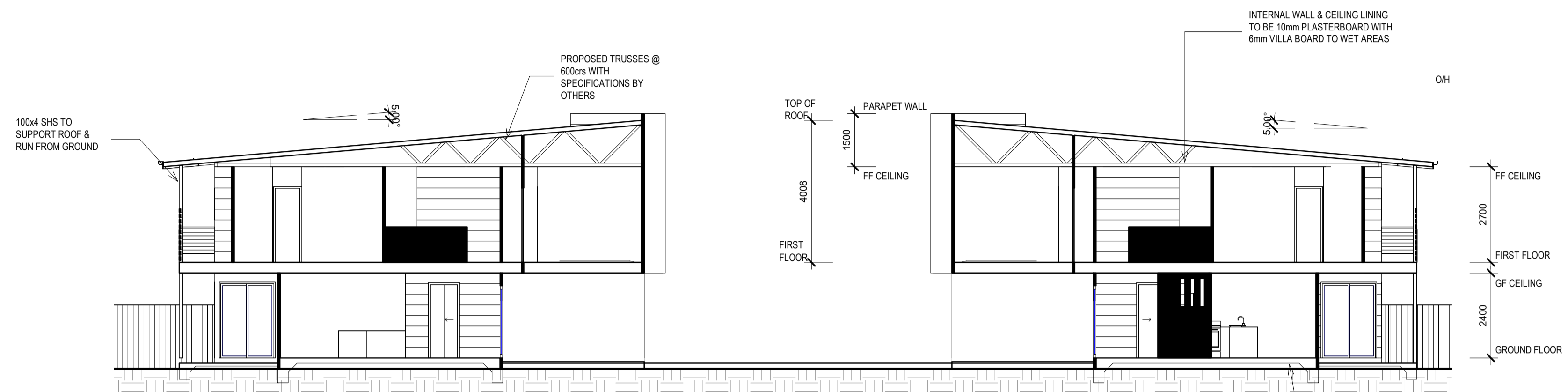
**4 COX STREET SCAPE**  
1 : 75

ISSUE DATE: 04/10/22

**SHEET:** 08 OF 19

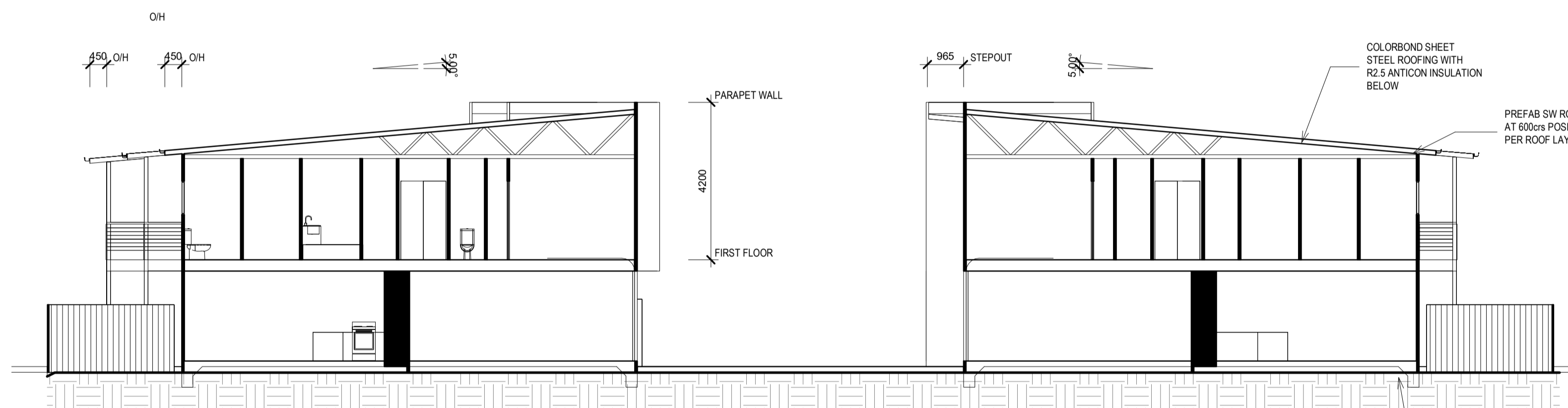
SCALE (AT A1 SIZE) As indicated  
DRAWN:

**JOB NO :** 2169-19  
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**1 PROPOSED SECTION 01**  
1 : 100

TERMIMESH PHYSICAL TERMITE BARRIER TO PERIMETER OF ALL SLABS AND SLAB PROTRUSIONS. MIN 80mm HIGH EXPOSED SLAB FACE TO ACT AS VISUAL DETECTION SYSTEM AGAINST TERMITE INFESTATION



**2 PROPOSED SECTION 02**  
1 : 100

TERMIMESH PHYSICAL TERMITE BARRIER TO PERIMETER OF ALL SLABS AND SLAB PROTRUSIONS. MIN 80mm HIGH EXPOSED SLAB FACE TO ACT AS VISUAL DETECTION SYSTEM AGAINST TERMITE INFESTATION

**ITEMS TO BE COMPLETED BY  
QUALIFIED ENGINEER:**

- FULL STRUCTURAL CERTIFICATION
- SLAB AND FOOTINGS DESIGN
- TRIMMER JOISTS
- END UNIT DOOR HEAD

FRAMING SCHEDULE							
N3 WIND LOADING							
MEMBERS NAME	SIZE	SPACINGS	SPAN	TYPE	S/G	J/G/E	FIXING TO ASSOCIATED MEMBER
BOTTOM PLATE - GROUND FLOOR	35x70			PINE	MGP12	JD4	M 12 BOLTS TO SLAB AT 900 CRS PLUS R12 ROD TO TOP PLATE AT 900 CRS NOMINAL
UPPER FLOOR	2/35x70			PINE	MGP12	JD4	
WALL STUDS	70x35	450 UNO		PINE	MGP12	JD4	R 12 ROD AT 900 CRS TO SLAB
TOP PLATE	2/ 35x70			PINE	MGP12	JD4	
JAMB STUD	AS PER	FRAMING	PLAN	PINE	MGP12	JD4	
TRUSSES	600						TO MANUF' SPECIFICATIONS
ROOF BATTENS	900			RHW	F14		1/75mm No. 14 TYPE 17 SCREW
ROOF BINDERS	35x70	3000		PINE	MGP12	JD4	M 10 BOLTS PLUS 2 MULTI GRIPS AT ENDS
WINDOWS HEADS	AS PER	FRAMING	PLAN	PINE	MGP12	JD4	M 12 BOLTS AT TIE DOWN SPACINGS

NON-LOADBEARING WALLS 70x35 MGP10 PINE WALL STUDS AT 600 CRS/ 35x70 TOP & BOTTOM PLATES

ISSUE DATE: 04/10/22

SHEET: 09 OF 19

SCALE (AT A1 SIZE) 1 : 100

DRAWN:

JOB NO : 2169-19

COPYRIGHT ZENITH DESIGN

**PROJECT:**  
30 TOWNHOUSES

**CLIENT:**  
COMBINED INVESTMENT

**ADDRESS:**  
6 BEACON ST,  
MORAYFIELD, QLD,  
4506

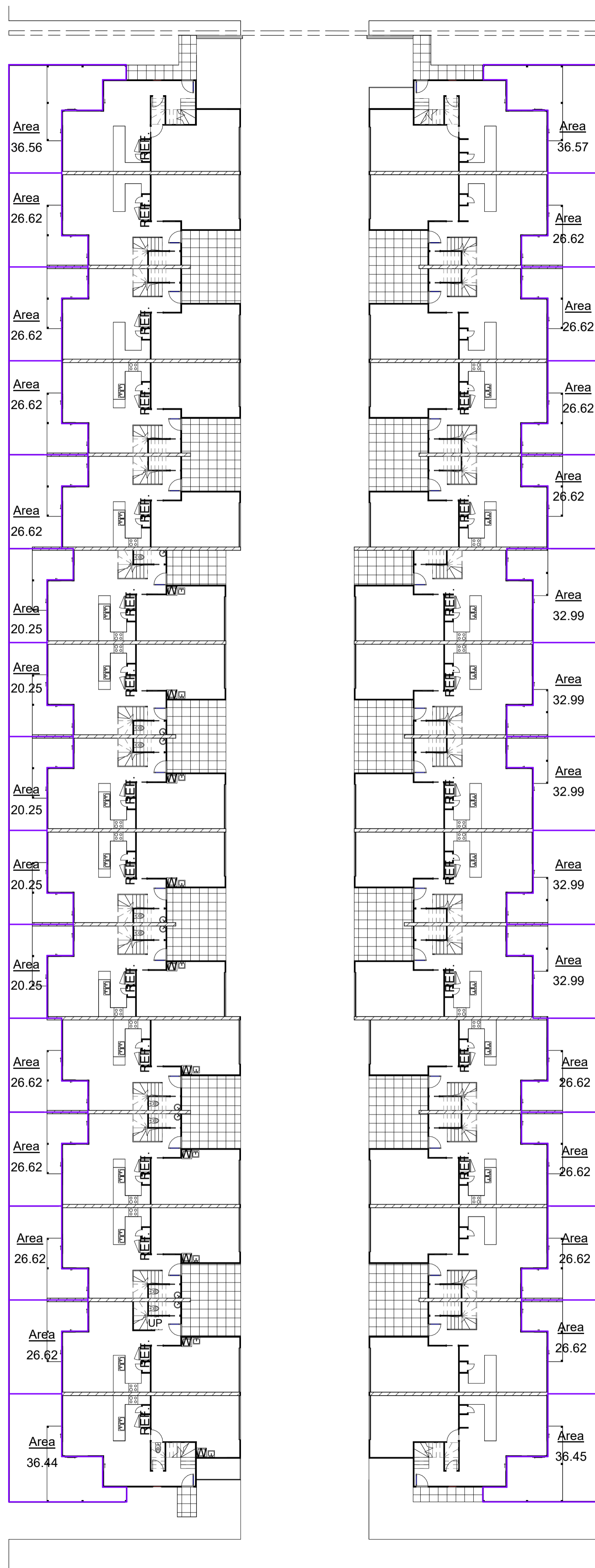
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AREA PLAN/ ROOF PLAN

ISSUE DATE: 04/10/22

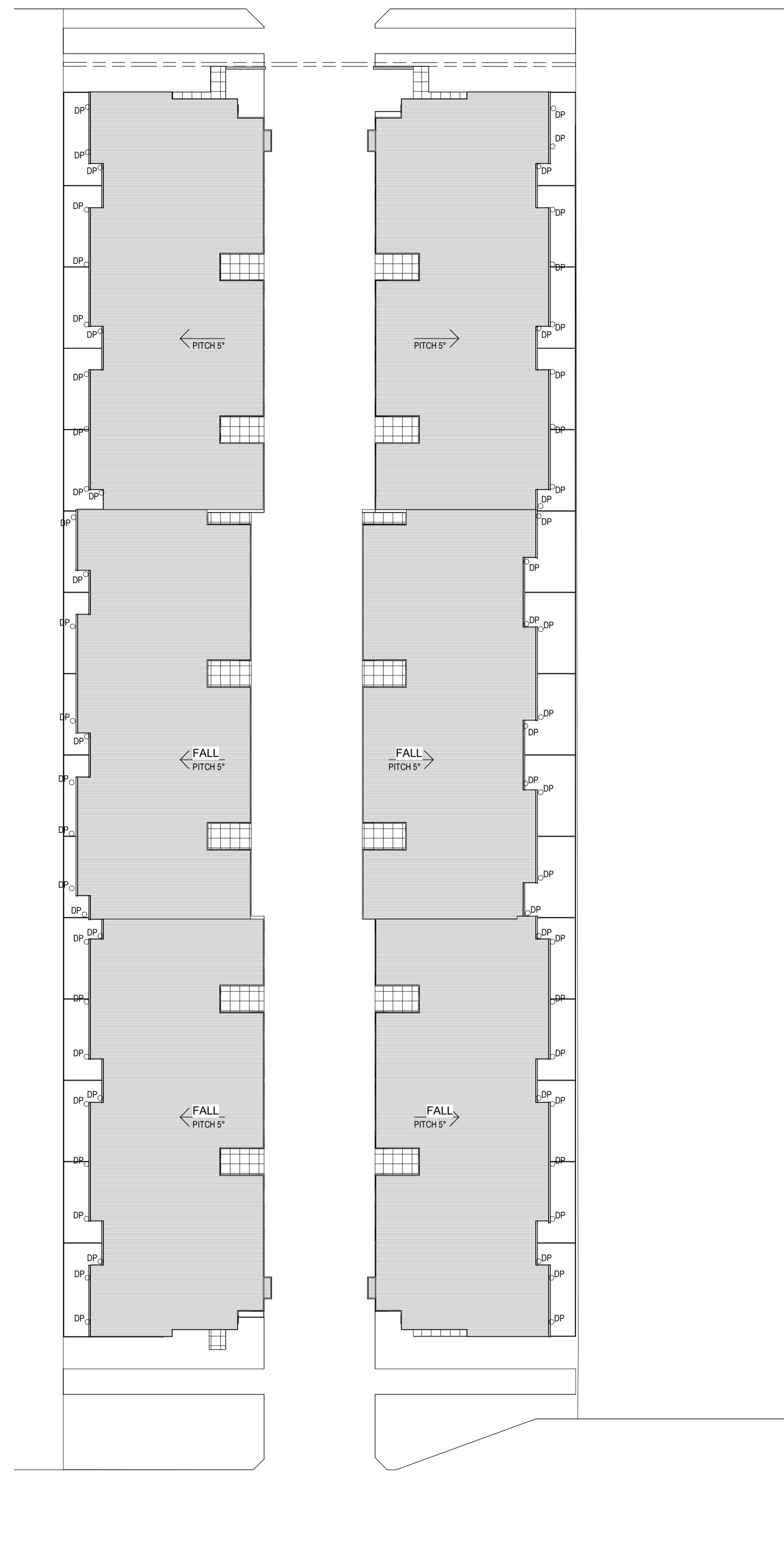
**SHEET:** 10 OF 19

**SCALE (AT A1 SIZE)** As indicated  
**DRAWN:**

**JOB NO :** 2169-19  
COPYRIGHT ZENITH DESIGN

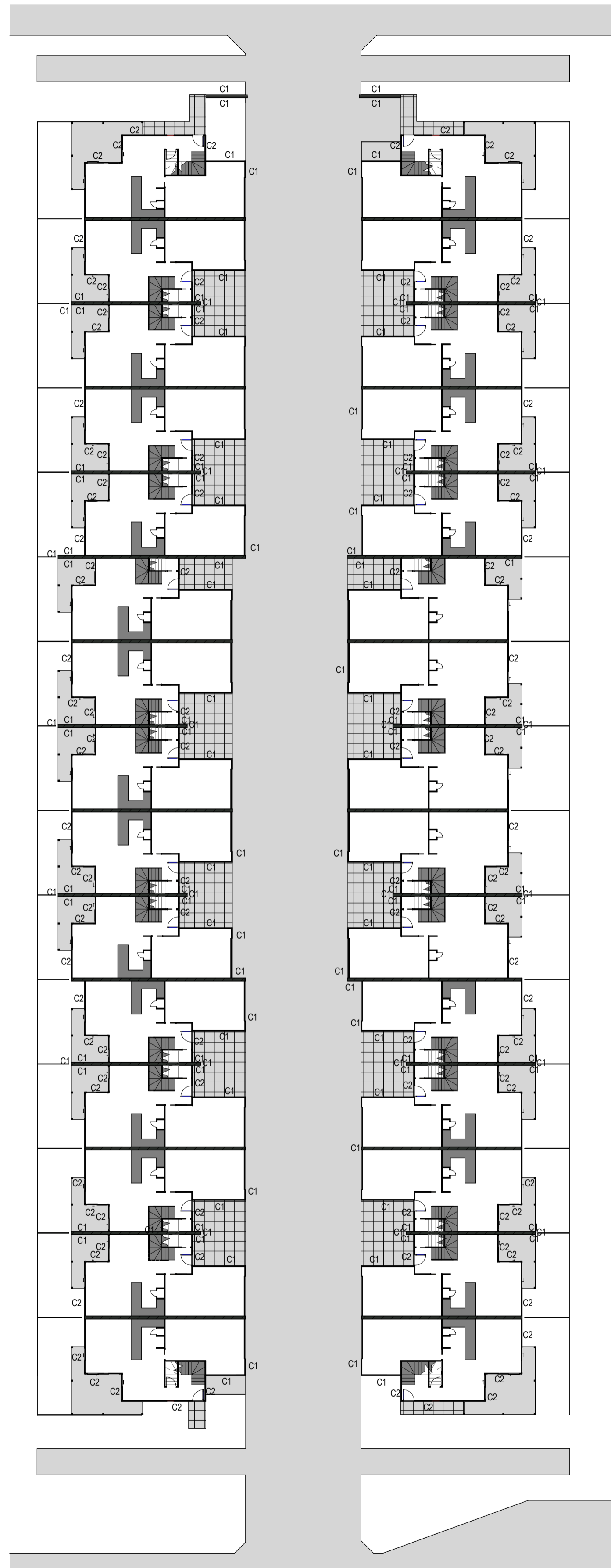


**1 LANDSCAPING AREA PLAN**  
1 : 200



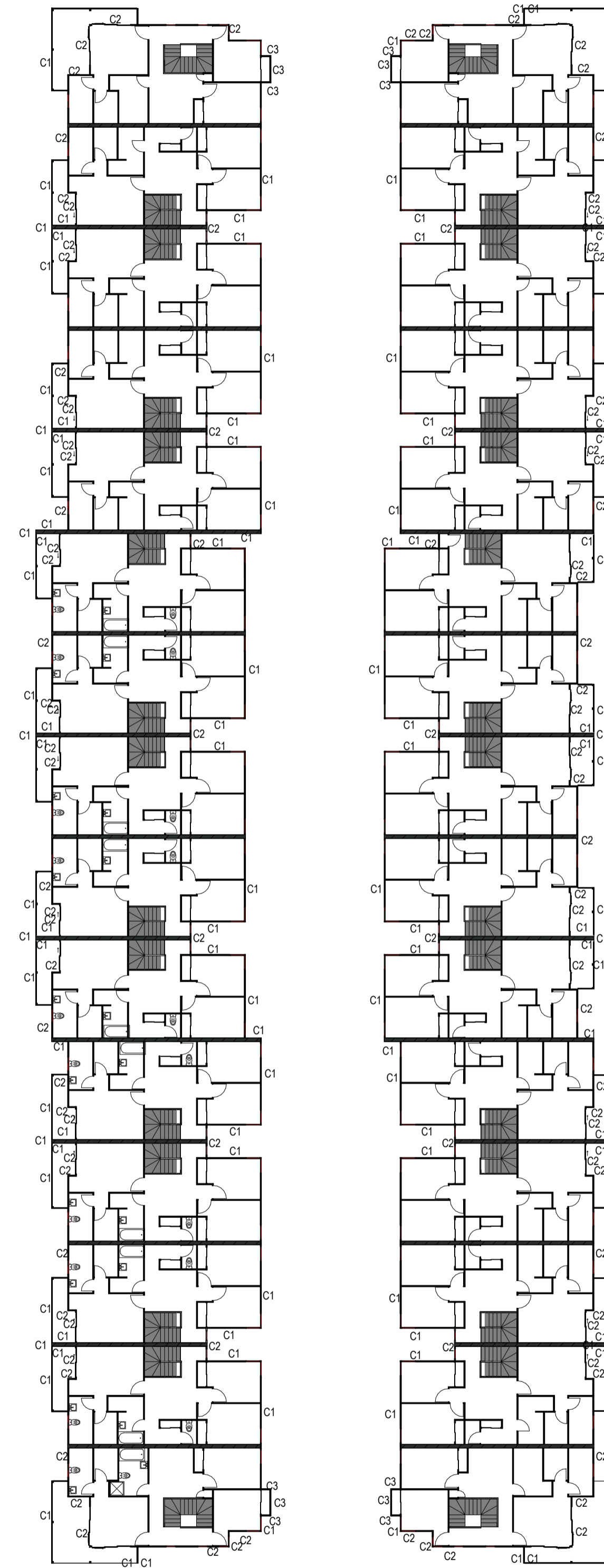
**2 ROOF PLAN**  
1 : 250



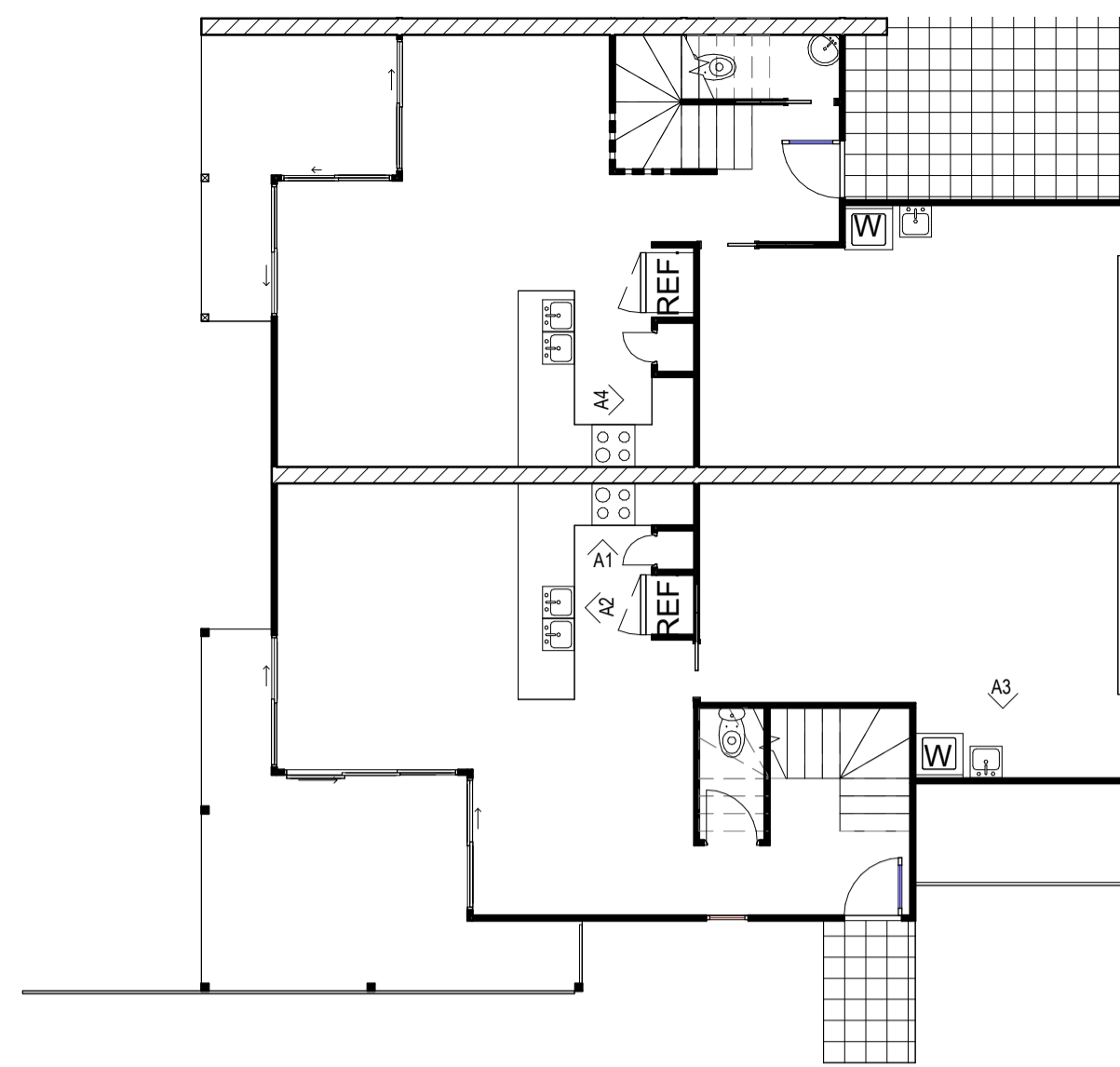


**1 GF COLOUR PLAN**  
 1 : 250

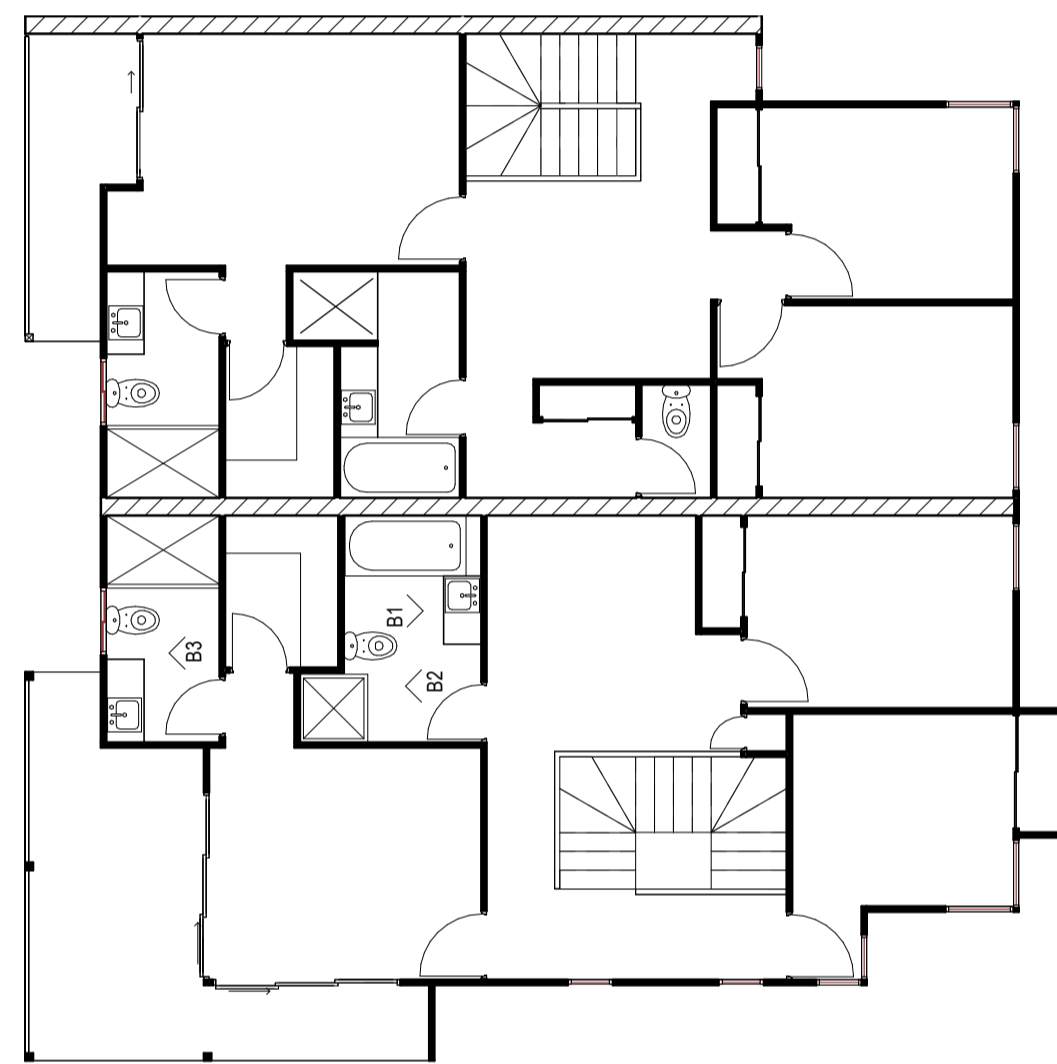
**LEGEND**  
 C1-HARDIES EASY LAP CLADDING /TAUBMANS"ALL BLACK"MAIN WALL  
 C2-HARDIES STRIA CLADDING 405 /TAUBMANS"PEARL INLAY" WALL  
 C3- HARDIES EASY LAP CLADDING/TAUBMANS "BLACK "  
 PAILING FENCES CCA (UNPAINTED FINISH)  
 WINDOW/DOOR FRAMES G JAMES "ARCHITECTURAL WHITE"  
 FASCIA/GUTTER COLORBOND "SURF MIST"  
 U.P.V.C. DOWN PIPES TO MATCH WALL COLOURS  
 GARAGE DOORS-COLORBOND "SURF MIST"  
 POSTS-TAUBMANS "ALL BLACK"  
 EXPOSED SLAB FACE TO MATCH WALL COLOUR OVER  
 SOFFIT CEILING LINING TAUBMANS "CRISP WHITE"



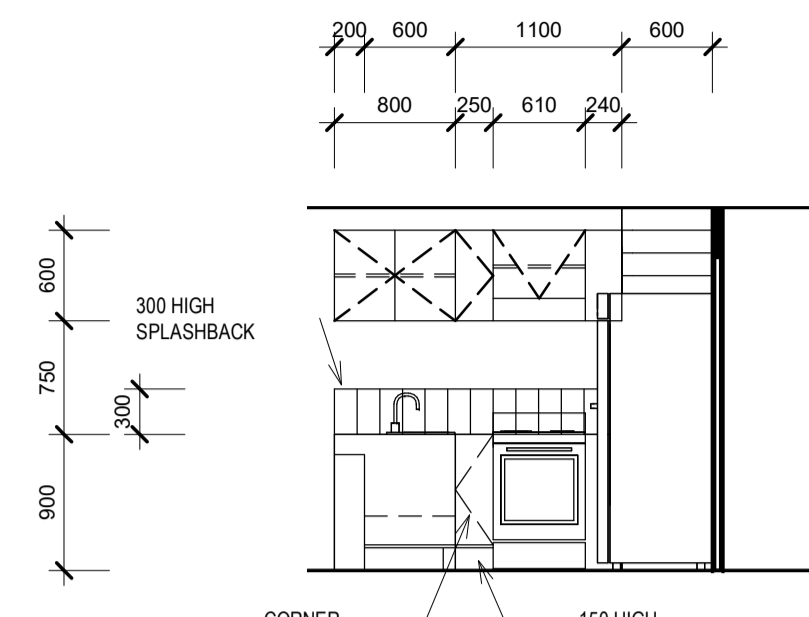
**2 FF COLOUR PLAN**  
 1 : 250



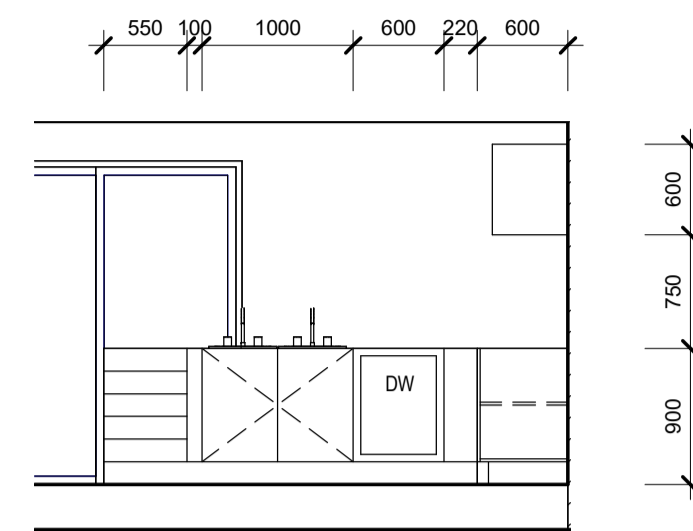
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1 : 100



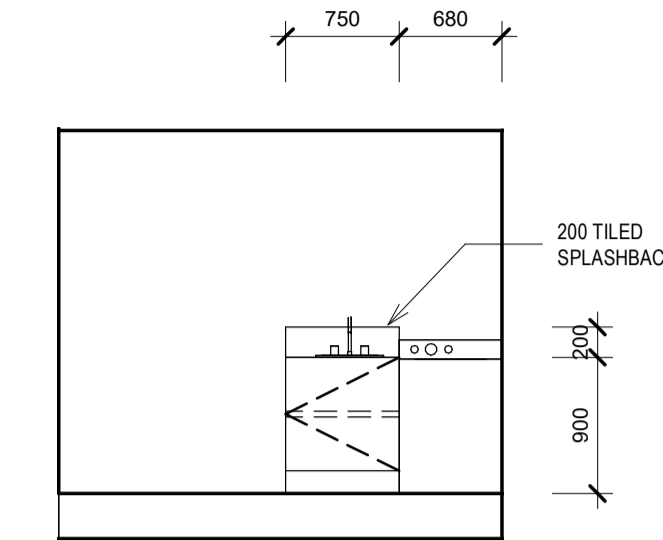
**6 FF- FITOUT**  
1 : 100



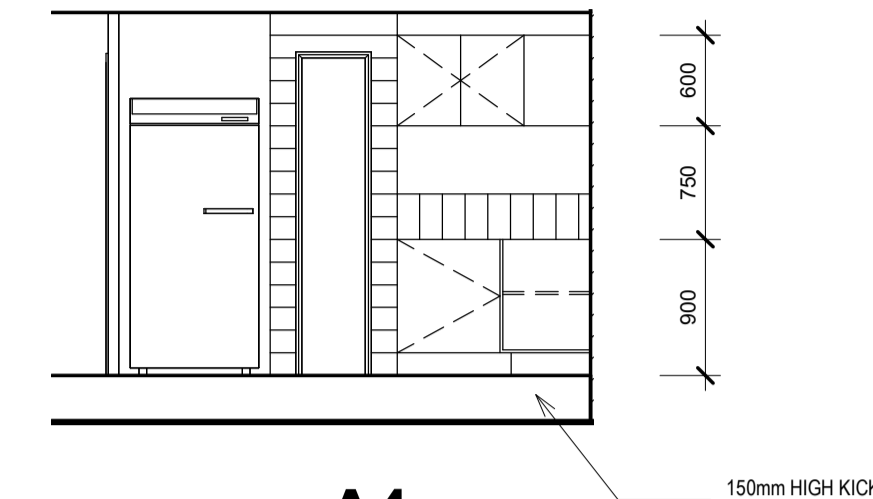
**2 A1**  
1 : 50



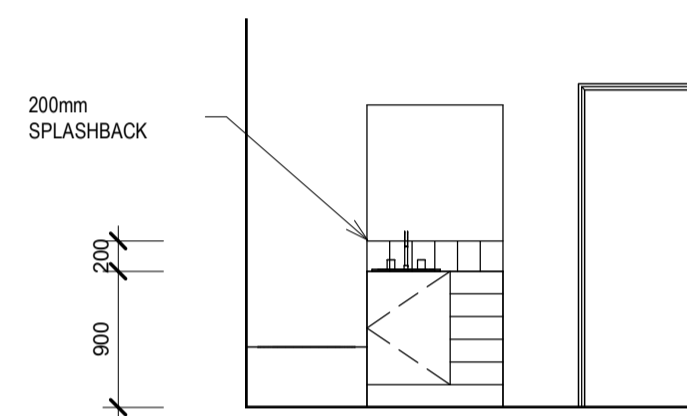
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1 : 50



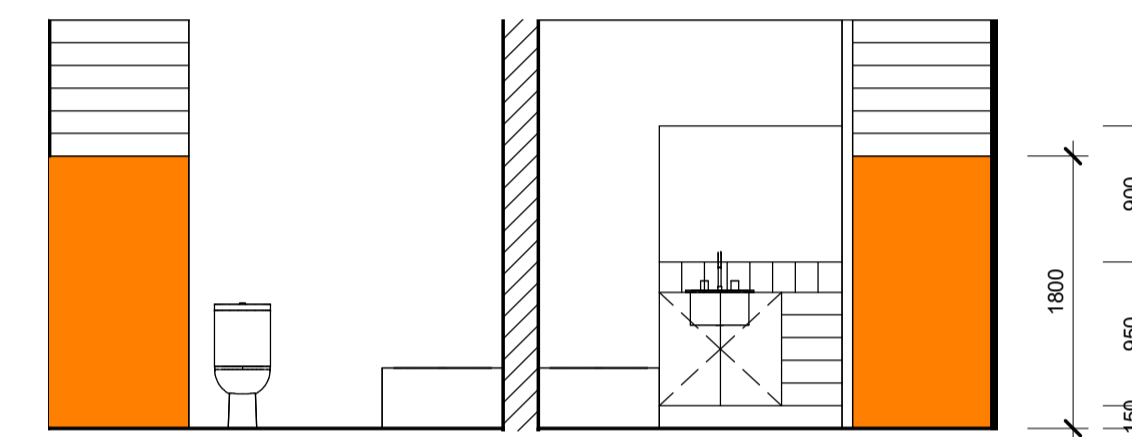
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1 : 50



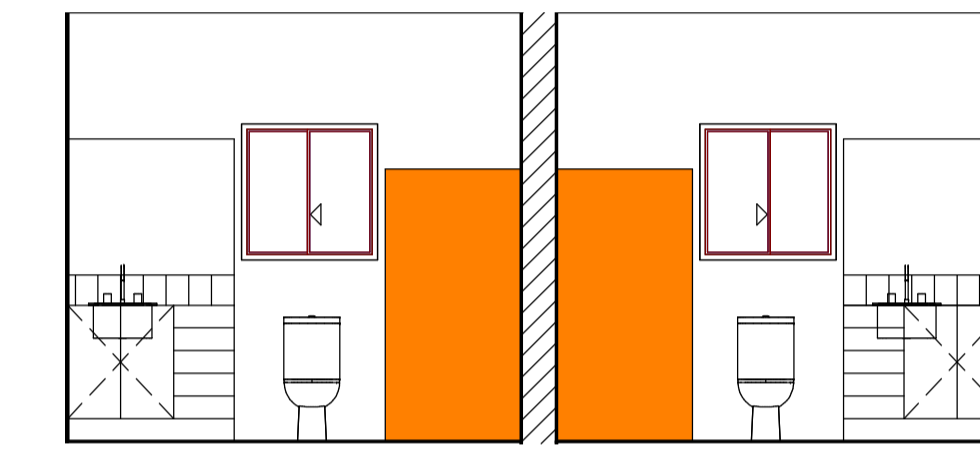
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1 : 50



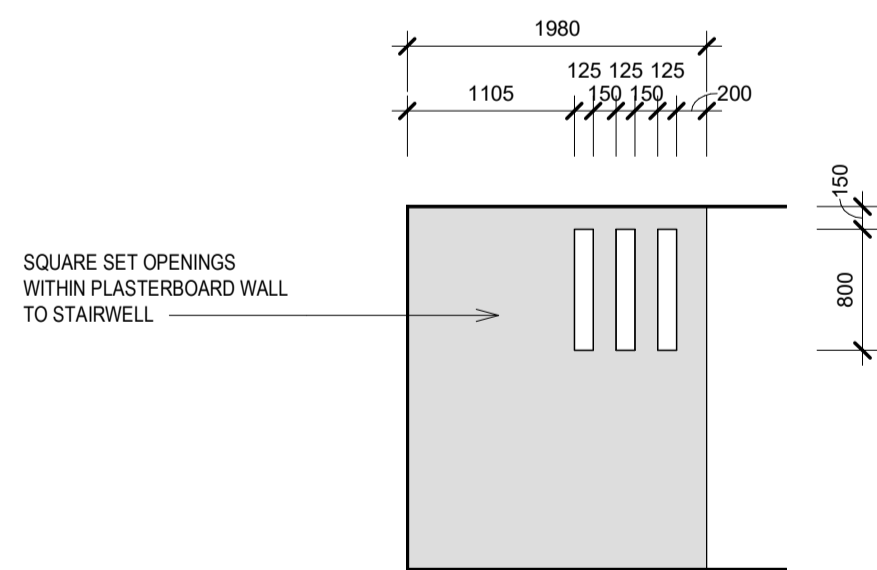
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1 : 50



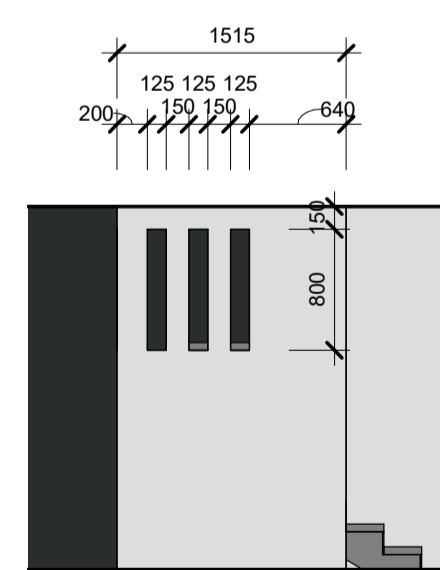
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1 : 50



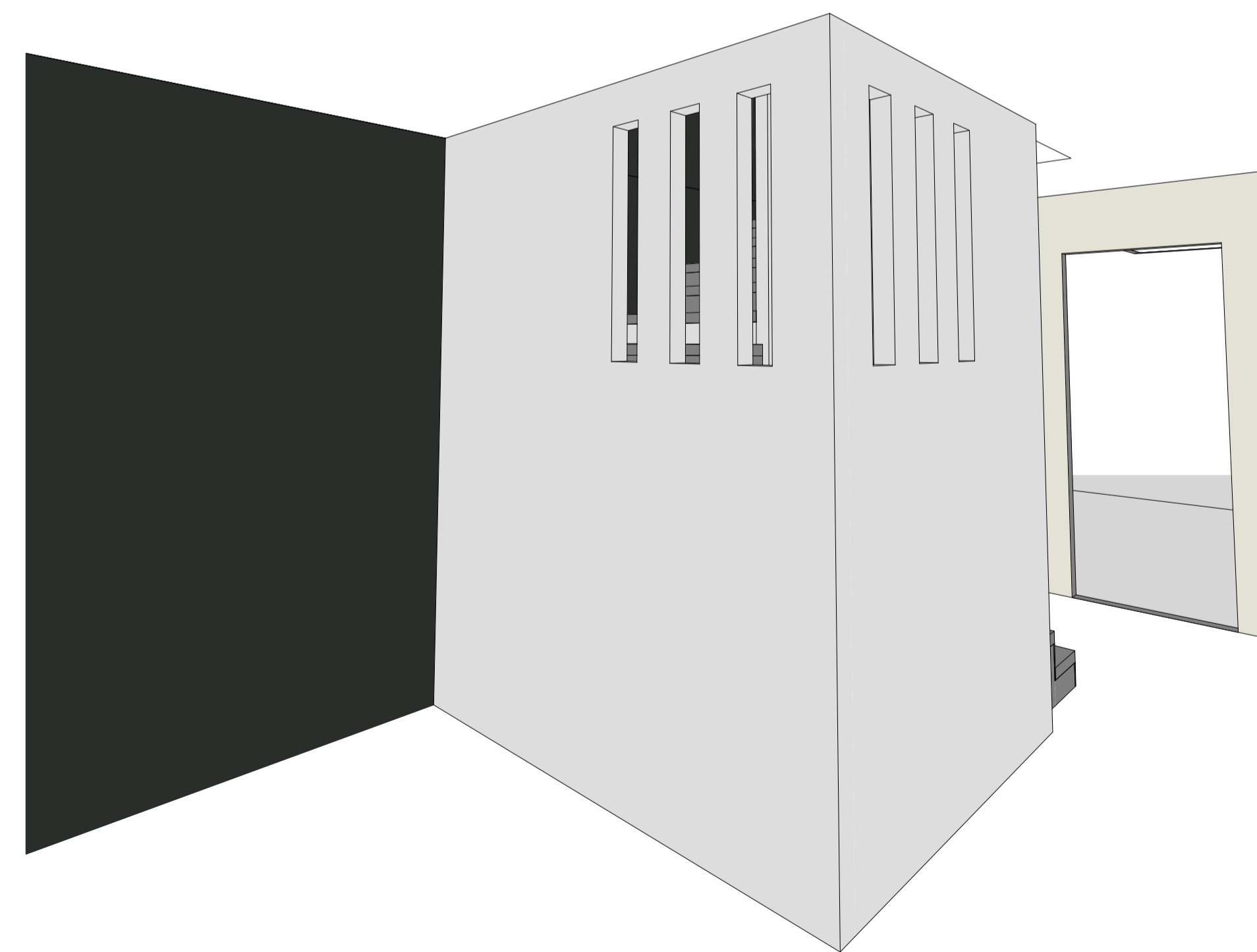
**9 B3**  
1 : 50



**12 STAIRWELL DETAIL.**  
1 : 50



**11 STAIRWELL DETAIL**  
1 : 50



**10 STAIRWELL TREATMENT**



**PROJECT:**  
 30 TOWNHOUSES

**CLIENT:**  
 COMBINED  
 INVESTMENT

**ADDRESS:**  
 6 BEACON ST,  
 MORAYFIELD, QLD,  
 4506

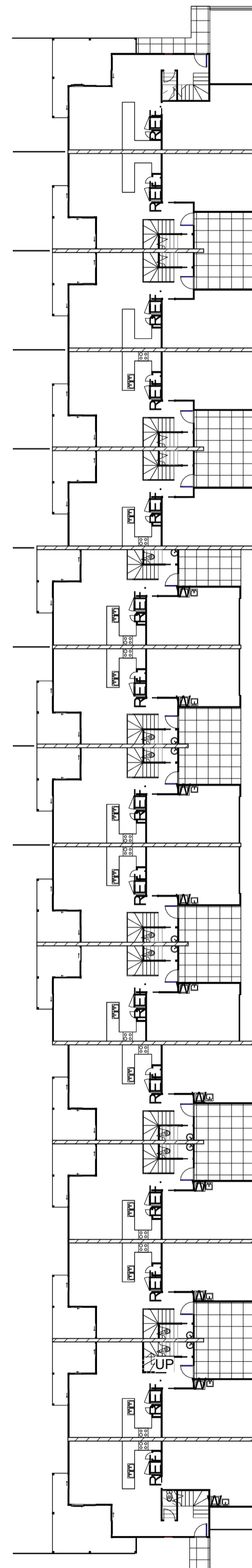
**DRAWING:**  
 GF BRACING PLAN

**BRACING NOTES:**

PLY: PLYWOOD SHEET BRACING. FIXED AS PER AS 1684.2 METHOD A. =6.4 N/m  
 FC: 6mm THICK F.C. SHEETING WITH RODS. =5.3kN/m  
 MAB: METAL ANGLE BRACING. FIXED AS PER AS1684.2. =1.5kN/m  
 BLK: 2.4mHIGH x 1.2mLONG BLOCKWORK W/ RODS. =17.2kN

**A** BRACING REQUIRED: 80kN  
 BRACING ACHIEVED: 432kN

**B** BRACING REQUIRED: 541kN  
 BRACING ACHIEVED: 571.8



**BRACING NOTES:**

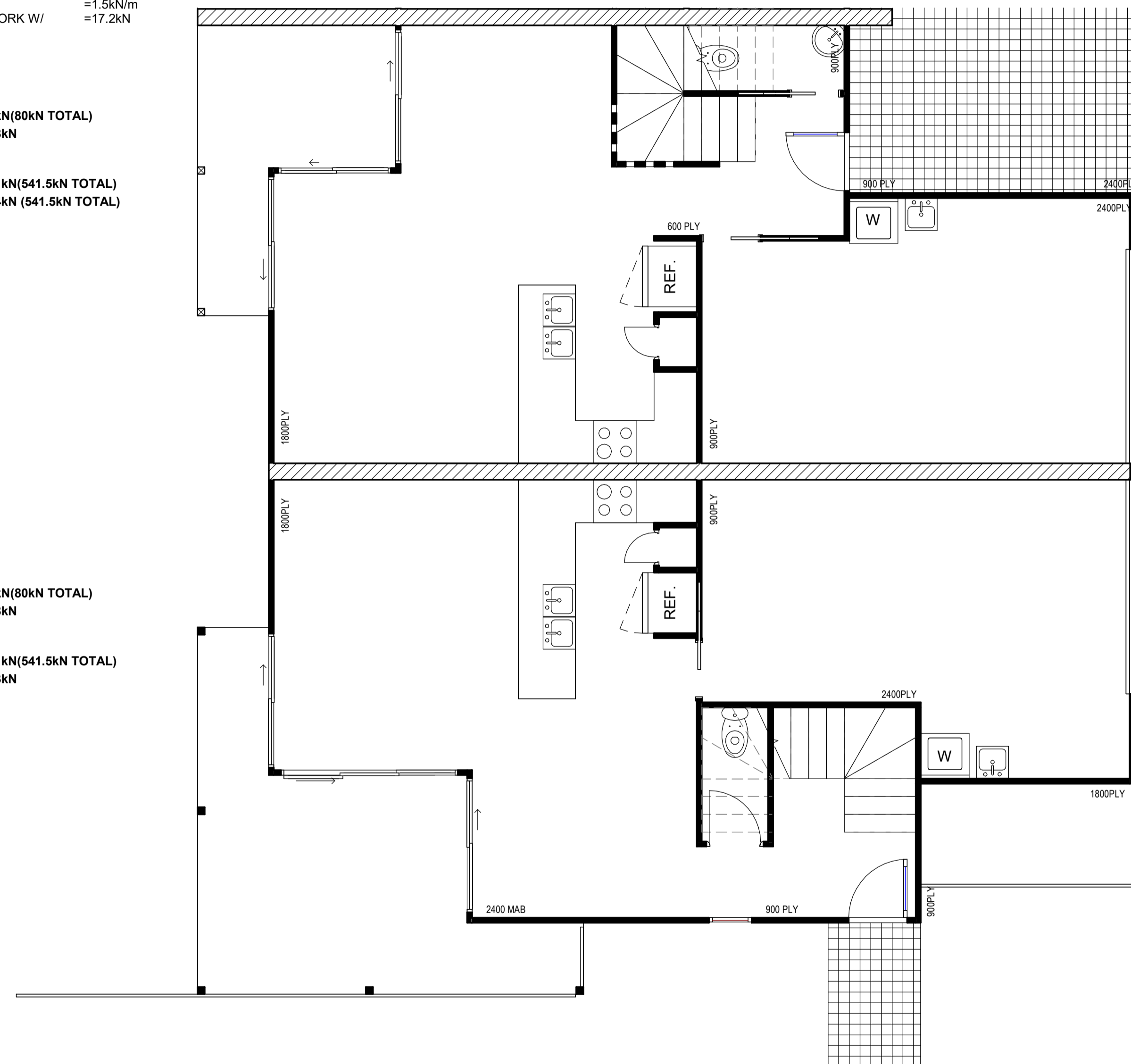
PLY: PLYWOOD SHEET BRACING. FIXED AS PER AS 1684.2 METHOD A. =6.4 N/m  
 FC: 6mm THICK F.C. SHEETING WITH RODS. =5.3kN/m  
 MAB: METAL ANGLE BRACING. FIXED AS PER AS1684.2. =1.5kN/m  
 BLK: 2.4mHIGH x 1.2mLONG BLOCKWORK W/ RODS. =17.2kN

**N3**  
**A** BRACING REQUIRED: 5.3kN(80kN TOTAL)  
 BRACING ACHIEVED: 28.8kN

**B** BRACING REQUIRED: 36.1kN(541.5kN TOTAL)  
 BRACING ACHIEVED: 38.4kN (541.5kN TOTAL)

**N3**  
**A** BRACING REQUIRED: 5.3kN(80kN TOTAL)  
 BRACING ACHIEVED: 28.8kN

**B** BRACING REQUIRED: 36.1kN(541.5kN TOTAL)  
 BRACING ACHIEVED: 36.3kN



**2 GF BRACING**  
 1 : 250

**1 GF BRACING PLAN**  
 1 : 50

ISSUE DATE: 04/10/22

**SHEET:** 13 OF 19

SCALE (AT A1 SIZE) As indicated

DRAWN:

**JOB NO :** 2169-19

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**PROJECT:**  
 30 TOWNHOUSES

**CLIENT:**  
 COMBINED  
 INVESTMENT

**ADDRESS:**  
 6 BEACON ST,  
 MORAYFIELD, QLD,  
 4506

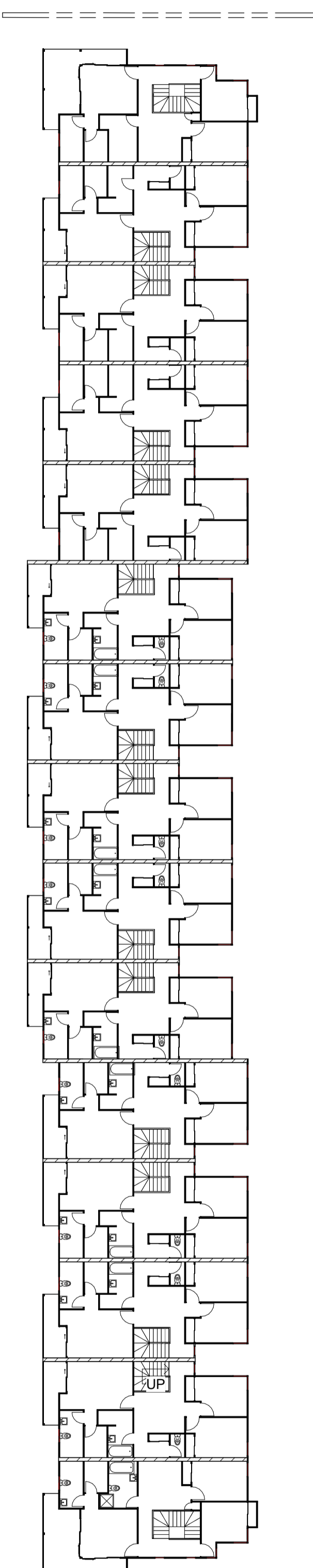
**DRAWING:**  
 FF BRACING PLAN

**BRACING NOTES:**

PLY: PLYWOOD SHEET BRACING, FIXED AS PER AS 1684.2 METHOD A. =6.4 N/m  
 FC: 6mm THICK F.C. SHEETING WITH RODS. =5.3kN/m  
 MAB: METAL ANGLE BRACING, FIXED AS PER AS1684.2. =1.5kN/m  
 BLK: 2.4mHIGH x 1.2mLONG BLOCKWORK W/ RODS. =17.2kN  
 N3

**A** BRACING REQUIRED: 80kN  
 BRACING ACHIEVED: 57.3kN

**B** BRACING REQUIRED: 171kN  
 BRACING ACHIEVED: 403.5kN

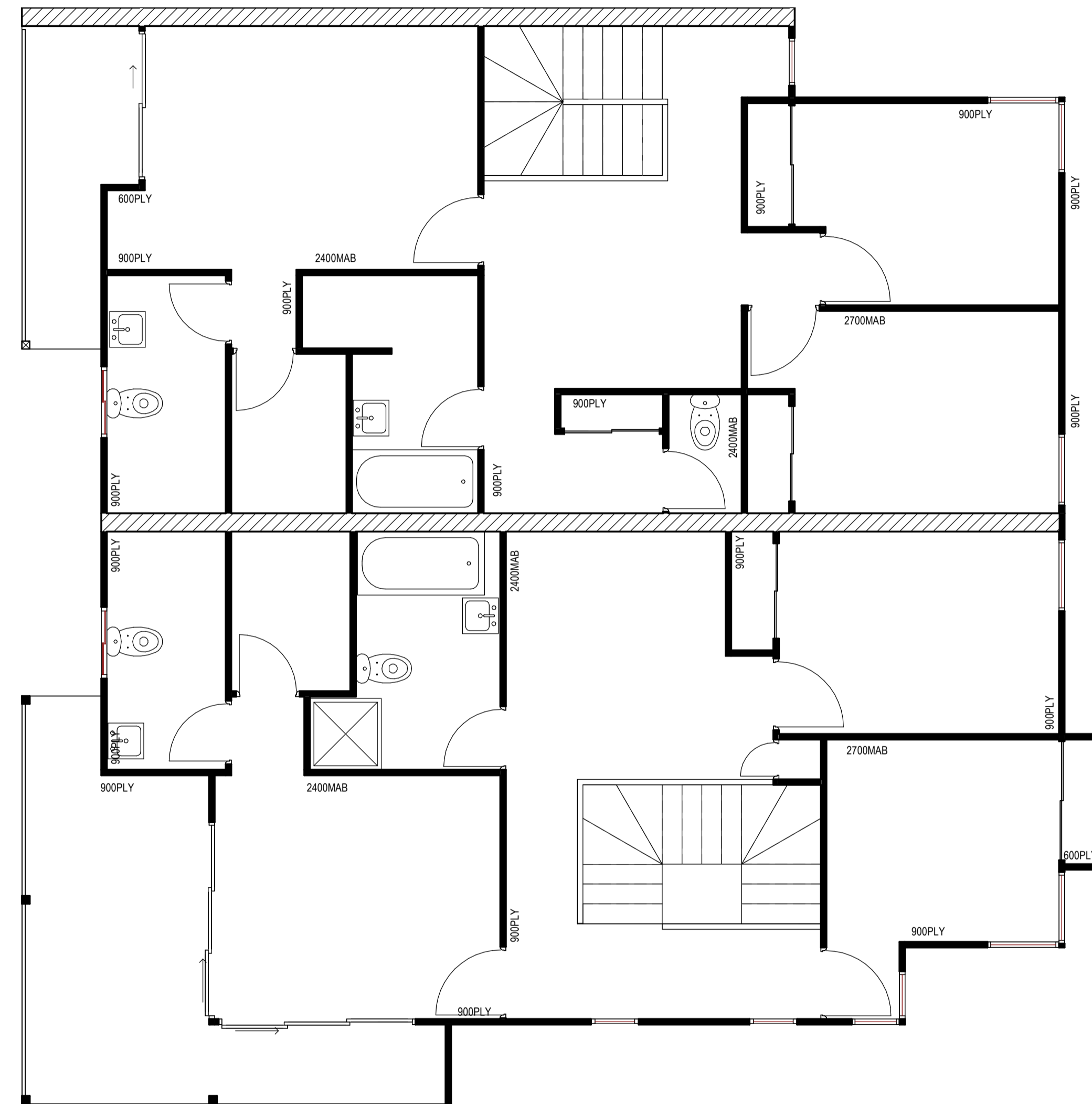


**N3**  
**A** BRACING REQUIRED: 5.3kN(80kN TOTAL)  
 BRACING ACHIEVED: 38.2kN

**B** BRACING REQUIRED: 11.4kN(171kN TOTAL)  
 BRACING ACHIEVED: 26.9kN

**N3**  
**A** BRACING REQUIRED: 5.3kN(80kN TOTAL)  
 BRACING ACHIEVED: 38.2kN

**B** BRACING REQUIRED: 11.4kN(171kN TOTAL)  
 BRACING ACHIEVED: 26.9kN



**1** FF BRACING  
 1 : 250

**2** FF- BRACING PLAN  
 1 : 50

ISSUE DATE: 04/10/22

**SHEET:** 14 OF 19

**SCALE** (AT A1 SIZE) As indicated  
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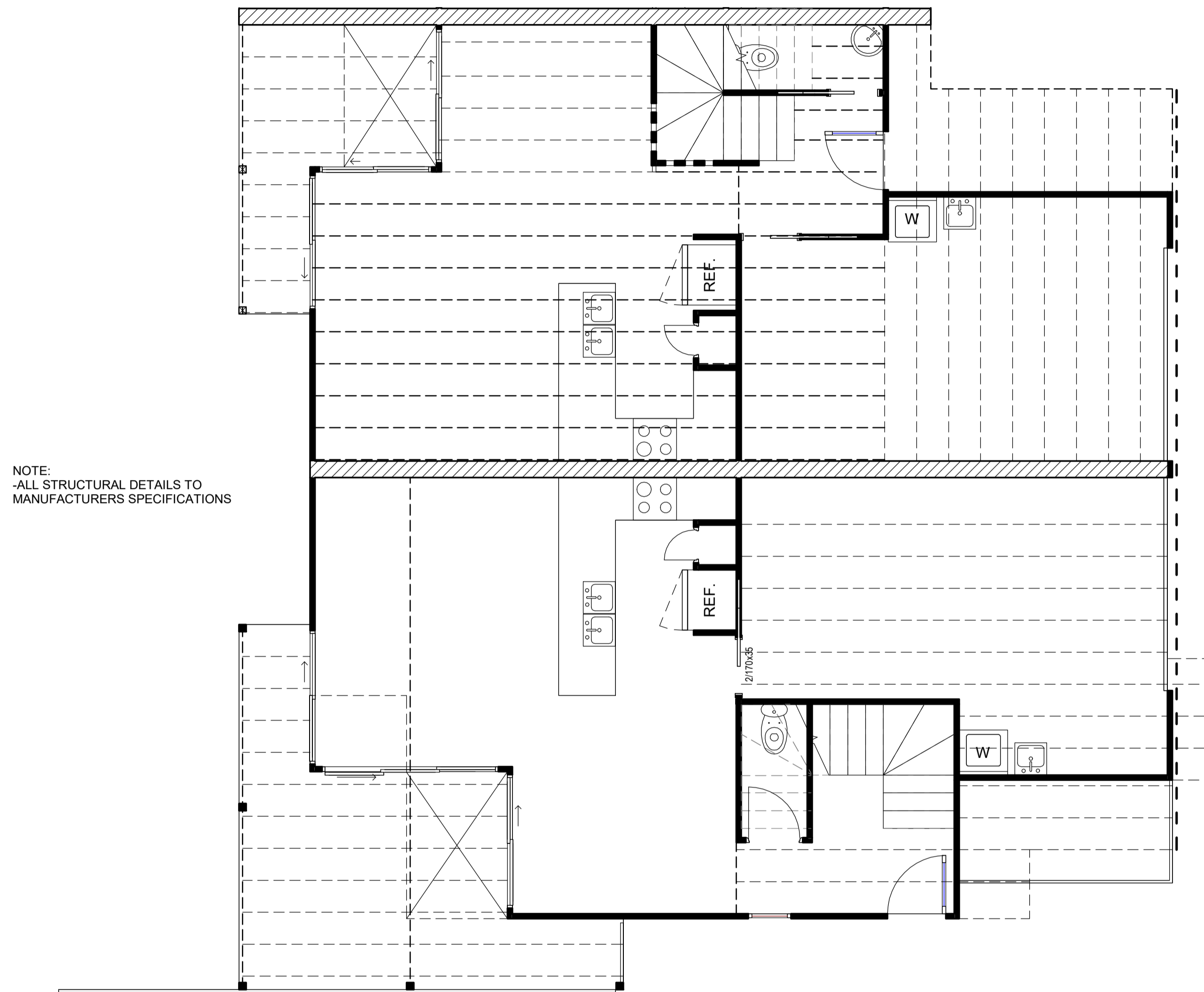
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 COPYRIGHT ZENITH DESIGN

**PROJECT:**  
30 TOWNHOUSES

**CLIENT:**  
COMBINED  
INVESTMENT

**ADDRESS:**  
6 BEACON ST,  
MORAYFIELD, QLD,  
4506

**DRAWING:**  
GF FRAMING



**1 GF FRAMING**  
1 : 50

ISSUE DATE: 04/10/22

**SHEET:** 15 OF 19

**SCALE (AT A1 SIZE)** 1 : 50

**DRAWN:**

**JOB NO :** 2169-19

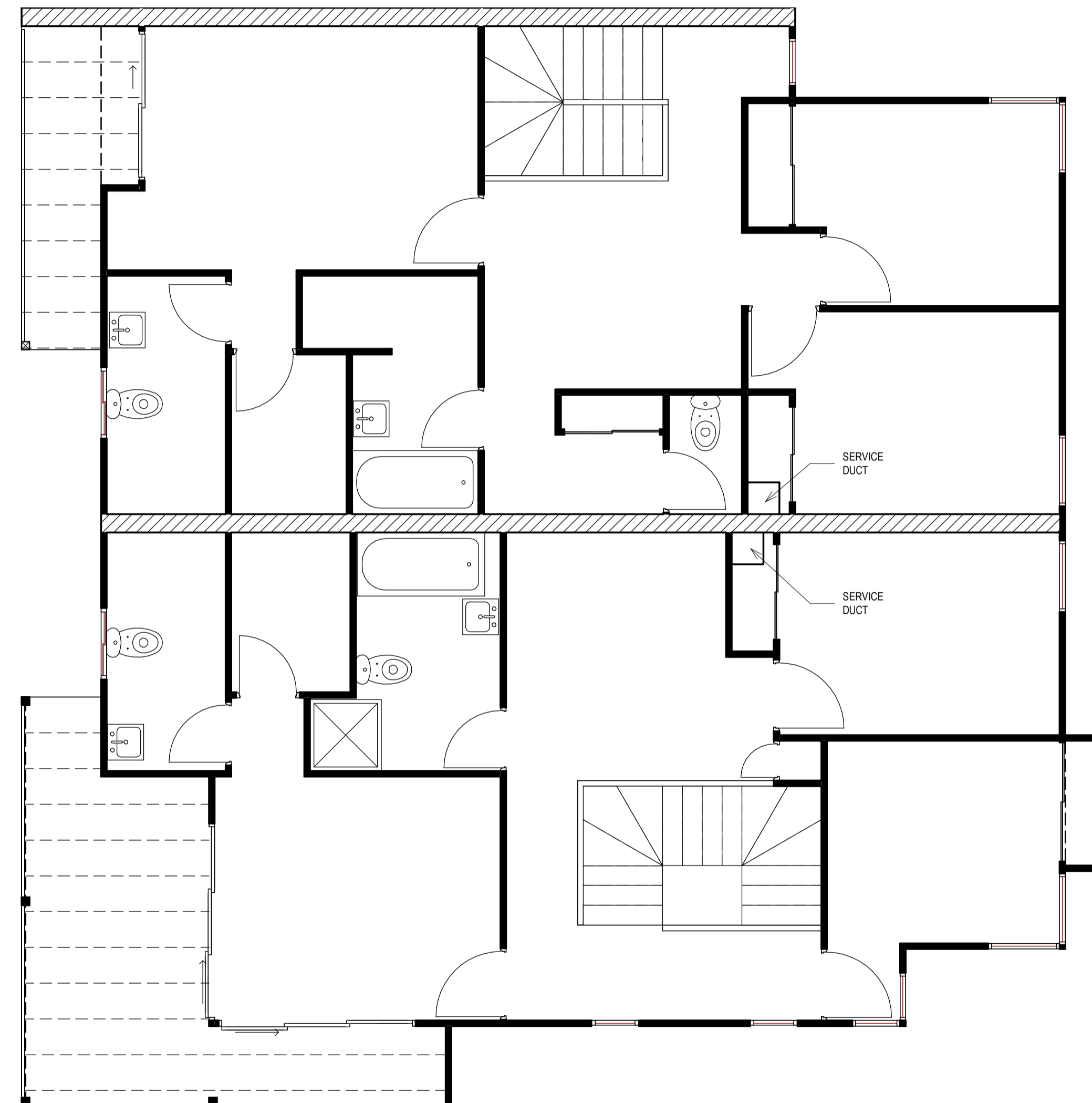
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**PROJECT:**  
30 TOWNHOUSES

**CLIENT:**  
COMBINED  
INVESTMENT

**ADDRESS:**  
6 BEACON ST,  
MORAYFIELD, QLD,  
4506

**DRAWING:**  
FF FRAMING



**1** FF FRAMING  
1 : 50

ISSUE DATE: 04/10/22

**SHEET:** 16 OF 19

**SCALE** (AT A1 SIZE) 1 : 50

**DRAWN:**

**JOB NO :** 2169-19

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## REAL PROPERTY

**DESCRIPTION:**  
 LOT 2 ON RP 159464

**PROJECT:**  
 30 TOWNHOUSES

**CLIENT:**  
 COMBINED  
 INVESTMENT

**ADDRESS:**  
 6 BEACON ST,  
 MORAYFIELD, QLD,  
 4506

**DRAWING:**  
 GF ELECTRICAL

ELECTRICAL LEGEND	
	DOWN LIGHT
	FLUORESCENT LIGHT
	CEILING LIGHT
	WALL LIGHT
	EXTERNAL LIGHT
	EXTERNAL WALL LIGHT
	EMERGENCY LIGHTING
	SINGLE LIGHT SWITCH
	DOUBLE LIGHT SWITCH
	TWO-WAY LIGHT SWITCH
	SINGLE GPO
	DOUBLE GPO
	MULTIPLE GPO
	CEILING FAN
	CEILING FAN / LIGHT
	OVERHEAD GPO
	PHONE CONNECTION POINT
	EXHAUST FAN
	TV SOCKET
	SMOKE DETECTOR
	AIR CONDITIONING
	AERIAL / ANTENNA
	SINGLE POWER OUTLET
	MULTIPLE POWER OUTLET



**1 GF ELECTRICAL**  
 1 : 50

ISSUE DATE: 04/10/22

**SHEET:** 17 OF 19

SCALE (AT A1 SIZE) 1 : 50

DRAWN:

**JOB NO :** 2169-19

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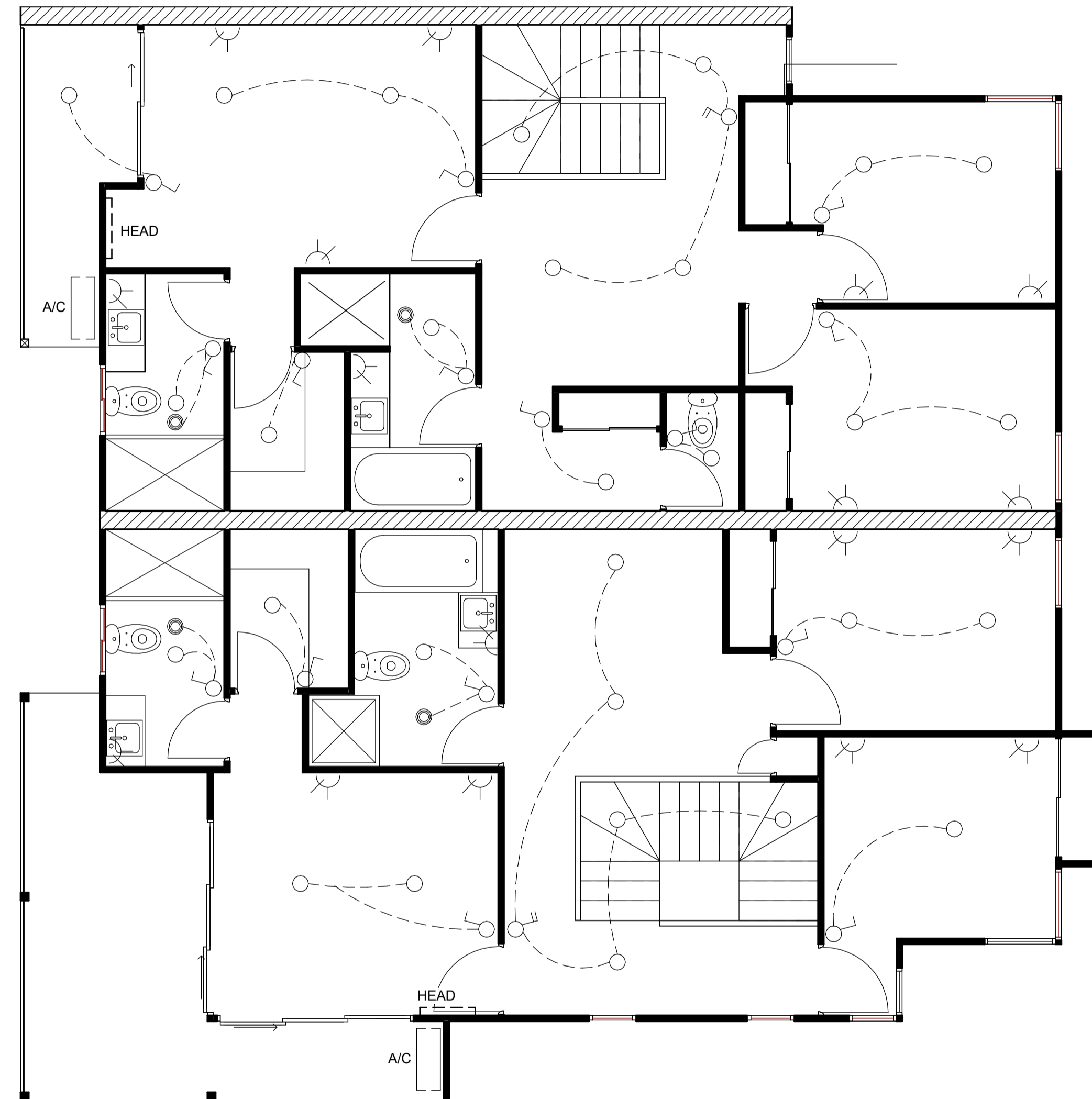
**PROJECT:**  
 30 TOWNHOUSES

**CLIENT:**  
 COMBINED INVESTMENT

**ADDRESS:**  
 6 BEACON ST,  
 MORAYFIELD, QLD,  
 4506

**DRAWING:**  
 FF ELECTRICAL

ELECTRICAL LEGEND	
	DOWN LIGHT
	FLUORESCENT LIGHT
	CEILING LIGHT
	WALL LIGHT
	EXTERNAL LIGHT
	EXTERNAL WALL LIGHT
	EMERGENCY LIGHTING
	SINGLE LIGHT SWITCH
	DOUBLE LIGHT SWITCH
	TWO-WAY LIGHT SWITCH
	SINGLE GPO
	DOUBLE GPO
	MULTIPLE GPO
	CEILING FAN
	CEILING FAN / LIGHT
	OVERHEAD GPO
	PHONE CONNECTION POINT
	EXHAUST FAN
	TV SOCKET
	SMOKE DETECTOR
	AIR CONDITIONING
	AERIAL / ANTENNA
	SINGLE POWER OUTLET
	MULTIPLE POWER OUTLET



**1 FF ELECTRICAL**  
 1 : 50

ISSUE DATE: 04/10/22

**SHEET:** 18 OF 19

SCALE (AT A1 SIZE) 1 : 50

DRAWN:

**JOB NO :** 2169-19

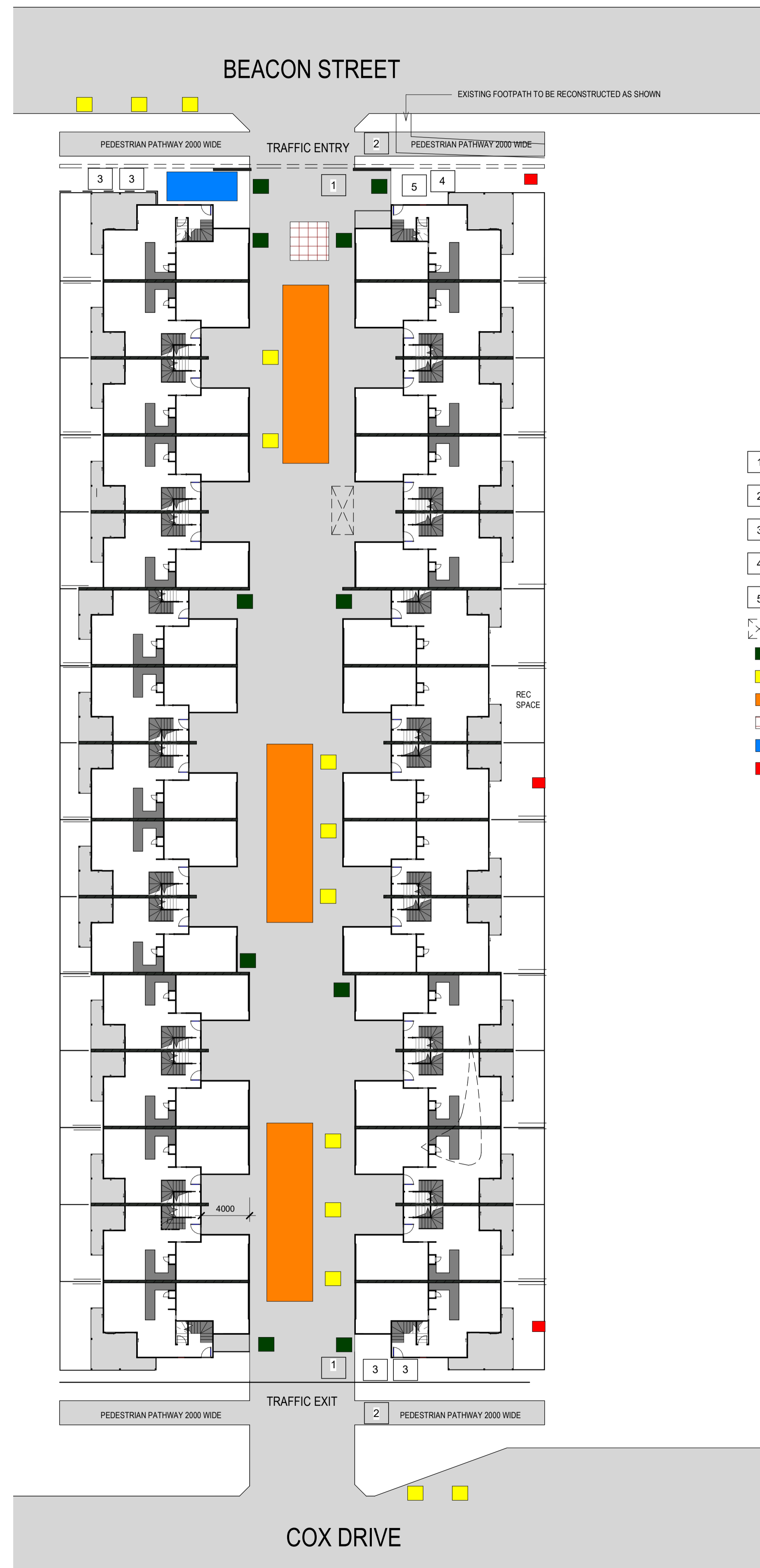
COPYRIGHT ZENITH DESIGN

**PROJECT:**  
 30 TOWNHOUSES

**CLIENT:**  
 COMBINED  
 INVESTMENT

**ADDRESS:**  
 6 BEACON ST,  
 MORAYFIELD, QLD,  
 4506

**DRAWING:**  
 SITE LOCATION PLAN



- 1 PERSONNEL ENTRANCE
- 2 EMERGENCY EVACUATION POINTS
- 3 TOILETS
- 4 FIRST AID
- 5 SITE OFFICE
- WASTE TRAILER
- WHEELIE BIN
- CAR PARKING
- CRANE ZONE
- SET DOWN AREA
- SITE STORAGE
- POWER / WATER

**SCHEDULE 3**  
**BODY CORPORATE CONTRIBUTIONS**



**BEACON ON 6 CTS (To Be Advised)**

6 Beacon Street, Morayfield

**Proposed Administrative Fund Budget  
For First 12 Month Period**

Number of Lots:	30 Lots
Total Contribution Lot Entitlements:	30
Admin Fund Contribution Per Lot Ent Per Annum:	\$936.37
Admin Fund Contribution Per Lot Ent Per Annum:	\$3,745.48

<b>ITEM</b>	<b>AMOUNT</b>
BC Management Fees	\$3,300.00
BC Disbursements	\$2,310.00
Electricity	\$700.00
Income Tax Return Fee	\$150.00
Insurance	\$ 18,085.97
Repairs & Maintenance - Building	\$1,000.00
Repairs & Maintenance – Gardens & Grounds	\$1,500.00
Urbanised Fee	\$545.00
Water	\$500.00
<b>Administrative Fund Total</b>	<b>\$28,090.97</b>

**Proposed Sinking Fund Budget  
For First 12 Month Period**

Number of Lots:	30 Lots
Total Contribution Lot Entitlements:	30
Sinking Fund Contribution Per Lot Ent Per Annum:	\$500.00
Sinking Fund Contribution Per Lot Ent Per Annum:	\$2,000.00
Total Sinking Fund Budget:	\$15,000.00

**Note:** *Sinking fund expenditure is based on the Sinking Fund Forecast.*

**SCHEDULE 4**

**PROPOSED COMMUNITY MANAGEMENT STATEMENT**

Dealing Number



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**Privacy Statement**

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---

<b>1. Nature of request</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
	Email: info@filesstibbe.com.au	060

---

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
Lot 2 on RP 159464	15726155

---

**3. Registered Proprietor/State Lessee**  
COMBINED INVESTMENTS PTY LTD (ACN 627 002 117)

---

**4. Interest**  
Fee Simple

---

**5. Applicant**  
COMBINED INVESTMENTS PTY LTD (ACN 627 002 117)

---

**6. Request**  
I hereby request that: the first CMS deposited herewith be recorded as the CMS for Beacon on 6 Community Titles Scheme and that C/- Gold Key Body Corporate Management, PO Box 604, North Lakes QLD 4509 be recorded as address for service on the Body Corporate for the scheme

---

**7. Execution by applicant**

Dean Bradley Stibbe - Solicitor

/ / .....  
**Execution Date**                      **Applicant's or Solicitor's Signature**

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

**THIS CMS MUST BE DEPOSITED WITH:**

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

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

- 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*

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

*Office use only*  
CMS LABEL NUMBER

**1. Name of community titles scheme**

**2. Regulation module**

**3. Name of body corporate**

**4. Scheme land**

Lot on Plan Description

Title Reference

To issue from  
15726155

326794

To issue from  
15726155

**5. #Name and address of original owner**

**6. Reference to plan lodged with this statement**

COMBINED INVESTMENTS PTY LTD (ACN 627 002 117)

SP 326794

13 Queenscliffe Place, Mardi NSW 2259

# first community management statement only

**7. New CMS exemption to planning body community management statement notation (if applicable\*)**

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

N/A

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

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

.....  
Priyanca Chauhan – Director

/ /  
**Execution Date**

.....  
Loveleena Mann – Director/Secretary  
Combined Investments Pty Ltd (ACN 627 002 117)

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

**Privacy Statement**

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

Lot on Plan	Contribution	Interest
Lot 1 on SP 326794	1	1
Lot 2 on SP 326794	1	1
Lot 3 on SP 326794	1	1
Lot 4 on SP 326794	1	1
Lot 5 on SP 326794	1	1
Lot 6 on SP 326794	1	1
Lot 7 on SP 326794	1	1
Lot 8 on SP 326794	1	1
Lot 9 on SP 326794	1	1
Lot 10 on SP 326794	1	1
Lot 11 on SP 326794	1	1
Lot 12 on SP 326794	1	1
Lot 13 on SP 326794	1	1
Lot 14 on SP 326794	1	1
Lot 15 on SP 326794	1	1
Lot 16 on SP 326794	1	1
Lot 17 on SP 326794	1	1
Lot 18 on SP 326794	1	1
Lot 19 on SP 326794	1	1
Lot 20 on SP 326794	1	1
Lot 21 on SP 326794	1	1
Lot 22 on SP 326794	1	1
Lot 23 on SP 326794	1	1
Lot 24 on SP 326794	1	1
Lot 25 on SP 326794	1	1
Lot 26 on SP 326794	1	1
Lot 27 on SP 326794	1	1
Lot 28 on SP 326794	1	1
Lot 29 on SP 326794	1	1
Lot 30 on SP 326794	1	1
<b>TOTALS</b>	30	30

**Contribution Schedule Lot Entitlements**

The Contribution Schedule Lot Entitlements (CSLE) have been decided on the Equality Principle under section 46(7) of the *Body Corporate and Community Management Act 1997*. The CSLE are equal.

**Interest Schedule Lot Entitlements**

The Interest Schedule Lot Entitlements (ISLE) have been decided using the Market Value Principle under section 46(8) of the *Body Corporate and Community Management Act 1997*. The ISLE reflect the respective market values of the Lots..

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

Section 66(1)(f) and Section 66(1)(g) of the *Body Corporate and Community Management Act 1997* are not applicable.

**SCHEDULE C BY-LAWS****"BEACON ON 6"  
BY-LAWS****1. Meaning of Terms**

In these By-laws the following terms shall have the following meanings unless the context otherwise requires:

"Act" shall mean the *Body Corporate and Community Management Act 1997* or any Act that may have replaced that Act.

"Approved Plans" and "Approved Conditions" shall mean the approved plans and conditions forming the development approval issued by the Moreton Bay Regional Council for the development of the Scheme.

"Body Corporate" shall mean the Body Corporate for Beacon on 6 Community Titles Scheme.

"Building" means the building or buildings erected upon the Scheme Land, including the Lots.

"By-laws" means the By-laws for the Scheme.

"Common Property" shall mean the common property for the Scheme.

"Committee" means the committee of the Body Corporate appointed pursuant to the Act.

"Lot" means a Lot in the Scheme.

"Plan" shall mean the Survey Plan for the Scheme Land.

"Regulated Parking Area" means an area of Scheme Land designated as being available for use by invitees of occupiers of lots included in the Scheme for parking vehicles

"Scheme" means the community titles scheme for Beacon on 6 Community Titles Scheme.

"Scheme Land" shall mean the land contained within the Scheme.

"Secretary" shall mean the secretary of the Body Corporate.

**2. Noise**

The occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

**3. Vehicles**

3.1 The occupier of a Lot must not:

- (a) park a vehicle, or allow a vehicle to stand, in a Regulated Parking Area; or
- (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a Regulated Parking Area; or
- (d) obstruct any of the pathways or drives on the common property of the parcel other than for the purpose of the reasonable ingress or egress to and from their respective lots.

3.2 An approval under subsection 3.1(b) must state the period for which it is given, however the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

- 3.3 Any vehicles parked in contravention of these By-laws or any other conditions that may be imposed by the Body Corporate from time to time may be towed by a contractor engaged by the Body Corporate. The owner or occupier responsible for the vehicle (including any vehicles of invitees of owners and occupiers) shall be responsible for the costs incurred by the Body Corporate in the removal of the offending vehicle.

#### **4. Use of Common Property**

4.1 An owner 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 their own purposes as a garden any portion of the Common Property;
- (c) obstruct the lawful use of Common Property by any other person.

4.2 An approval under subsection 4.1 must state the period for which it is given, however the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

#### **5. Damage to Common Property**

An owner or occupier of a Lot must not; without the Body Corporate's written approval:

- (a) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property; or
- (b) destroy or cause damage to any property of the Body Corporate

#### **6. Responsibility for Guests behaviour**

An owner, occupier or lessee of a Lot shall ensure the duties and obligation imposed by these By-laws on such owner, occupier or lessee shall be observed not only by such owner, occupier or lessee but also by the guests, servants, employees, agents, children, invitees and licensees of such owner, occupier or lessee and the owner, occupier or lessee shall be responsible at all times to the Body Corporate for the conduct of the guests, servants, employees, agents, children, invitees and licensees of such owner, occupier or lessee, and shall ensure that those persons do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

#### **7. Garbage Disposal**

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

- (a) save where the Body Corporate provides 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 condition and adequately covered, a receptacle for garbage compliant with local authority by-laws;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage, including placing any garbage receptacle in the street or collection area on collection days;
- (c) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage;
- (d) comply with any Body Corporate directions in relation to the placement of garbage receptacles.

#### **8. Lots to be Clean and Tidy**

- (a) Lots shall be kept clean and tidy and empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible out of sight.
- (b) Car spaces utilised by any owner shall be kept tidy and free of all litter and shall be used only for the purpose of parking of motor vehicles.

**9. Vermin**

All Lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

**10. Cleanliness of Common Area**

An owner, occupier or lessee of a Lot shall not obstruct nor deposit nor throw anything on any path, or on the floor or other surface of any building on the Common Property nor deface nor dirty any part of the Common Property.

**11. External Appearance**

Owners, occupiers or lessees of Lots shall not paint, affix or display any signs, advertisements, notices, posters, placards, pamphlets, banners or like matter on any part of the Common Property, nor do anything to vary the external appearance of their Lots without the prior consent of Body Corporate first being obtained. No signs shall be erected on the fascias or roof of the building or other parts of the Common Property on the parcel without the consent of the Body Corporate. This section does not however apply to a real estate advertising sign for the letting or sale of the Lot if the sign is of a reasonable size.

**12. Landscaping**

Owners, occupiers and lessees of lots shall ensure that minimum landscaping requirements are maintained within their Lot or any exclusive use area, including:

- (1) Maintenance of any courtyard fences;
- (2) Maintenance of any shade tree species contained within the Lot or exclusive use area; and
- (3) Maintenance of any hedge species contained within the Lot or exclusive use area.

**13. Blinds**

No external blinds shall be erected without the previous consent in writing of the Body Corporate being obtained.

**14. Curtains and Cloth articles**

An owner, occupier or lessee of a Lot shall not hang curtains, washing, bedding or other cloth articles if the article is visible from another Lot or the Common Property, or from outside the scheme land unless written approval has been obtained from the Body Corporate.

**15. Wireless and T.V. Aerials**

Outside wireless and televisions aerials or other similar devices may not be erected without written permission of the Body Corporate first being obtained.

**16. Structural Alterations**

No structural alteration shall be made to any Lot (including any alterations to gas, water or electrical installations) without the prior permission in writing of the Body Corporate, which consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

**17. Windows**

The surfaces of all exterior windows and glass doors shall be kept clean by the owner, occupier or lessee.

**18. Fire Insurance**

An owner, occupier or lessee of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on any other Lot in the parcel or of the Common Property 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.



**19. Storage of Flammable Materials**

A owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon their Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**20. Animals**

- (1) The occupier of a Lot must not, without the Body Corporate's written approval:
  - (a) Bring or keep an animal on the Lot or the Common Property; or
  - (b) Permit an invitee to bring or keep an animal on the Lot or the Common Property.
- (2) The occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the Lot or the Common Property.
- (3) The occupier must comply with any rules the Body Corporate may make in regard to the keeping of animals on both the lot and the common property. At the commencement of these by-laws the Body Corporate will not permit any animals greater than 10kg in weight.

Note: Section 181 of the Act provides as follows:-

**Guide, hearing and assistance dogs**

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

**21. Illegal Conduct**

An owner, occupier or lessee of a Lot shall not use his Lot for any purpose which may be illegal or injurious to the reputation of the Scheme or of the owners, occupiers or lessees of Lots or which may interfere with the peaceful enjoyment of another Lot by the owner, occupier or lessee thereof or which may interfere with the general management of the Scheme.

**22. Instruction of Workmen**

Owners, occupiers or lessees of Lots shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

**23. Accidents and Defects**

An owner, occupier or lessee of a Lot shall give the Body Corporate prompt notice of any accident to or defect in the water-pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Body Corporate shall have authority by its agents or servants in the circumstance having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary

**24. Inspection of Lot**

Upon one day's notice in writing the Body Corporate and its servants, agents and contractors shall be permitted to inspect the interior of any building on any Lot and 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 owner, occupier or lessee of the Lot in the circumstance referred to in By-Law 25). If not so permitted they may effect an entry. The Body Corporate in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the owner, occupier or lessee of the Lots as is reasonable in the circumstances.

**25. Damage to Pipes**

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 substances shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions, or those of his servants, agents or invitees or lessees.

**26. Maintenance of Lots**

Each owner, occupier or lessee of a Lot shall be responsible for the maintenance and repair of his Lot. The owner shall be responsible for any damage to or defect in or blockage in any pipe, cable and/or drain on such owners own Lot and/or to any point of connection to any trunk drain where such connection is outside the owners Lot.

**27. Stormwater**

The owner or occupier of a lot shall ensure that stormwater from the Lot is lawfully discharged from the Lot without causing ponding, nuisance or annoyance to any person.

**28. Display of By-Laws**

A copy of these by-laws shall be exhibited in a prominent place in any Lot made available for letting.

**29. Legal Proceedings**

The Body Corporate may by ordinary resolution authorise the commencement of legal proceedings against an owner or mortgagee to recover arrears of maintenance contributions and other amounts due to the Body Corporate.

**30. Recovery of Monies Due**

In the event that any owner or mortgagee shall fail to comply with these By-laws or the Act the Body Corporate may rectify such default. Where the Body Corporate expends money in respect of such breach of the Act, or of these by-laws by any owner or lessee of a Lot or the servants, employees, agents, invitees or licensees of the owner, occupier or lessee of a Lot, the Body Corporate shall be entitled to recover the amounts so expended as a debt in any action in any court of competent jurisdiction from the owner of the Lot.

**31. Air Conditioning Units**

The owners of each Lot shall maintain in good order and condition at all times any compressor and air conditioning ducts and pipes attached or connected to or servicing the air conditioning system of such owner's Lot. Compressors and other mechanical parts shall be located on the lot in such positions as may be designated by the Body Corporate or in such other position as the Body Corporate shall determine. Any such air conditioning unit shall be maintained in first class order and condition at all times by the Lot owner serviced by such unit.

**32. Meaning**

Words importing the singular number shall be deemed to include the plural and words relating to the persons shall wherever necessary include and extend to bodies political or corporate.

**33. Headings**

Headings have been included for ease of reference and shall not be used to construe or ascertain the meaning of any By-laws or any part thereof.

**34. Exclusive Use**

The Owners or occupiers for the time of Lots 1 to 30 on SP 326794 shall be entitled to the exclusive use and enjoyment for themselves and their licensees of that part of the Common Property as allocated in Schedule E and identified on the sketch plan attached hereto, which plan is marked as "Plan A". The Owners or occupiers to whom exclusive use of Common Property is given pursuant to this By-law shall be responsible for the performance of the duties of the Body Corporate to properly maintain and keep the area of exclusive use free of all rubbish, litter or other unsightly material and in a state of good and serviceable repair.

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

A Services Location Diagram for all service easements for the common property and all Lots of the Scheme is attached and marked "B". The common property and Lots in the Scheme are affected by the following types of statutory easements:

Type of Statutory Easement	Lots Affected
Telecommunications	Lots 1 – 30 & Common Property on SP326794
Water	Lots 1 – 30 & Common Property on SP326794
Sewerage	Lots 1 – 30 & Common Property on SP326794
Electricity	Lots 1 – 30 & Common Property on SP326794
Stormwater/Roofwater	Lots 1 – 30 & Common Property on SP326794
Support and Shelter	Lots 1 – 30 & Common Property on SP326794
Gas	Lots 1 – 30 & Common Property on SP326794

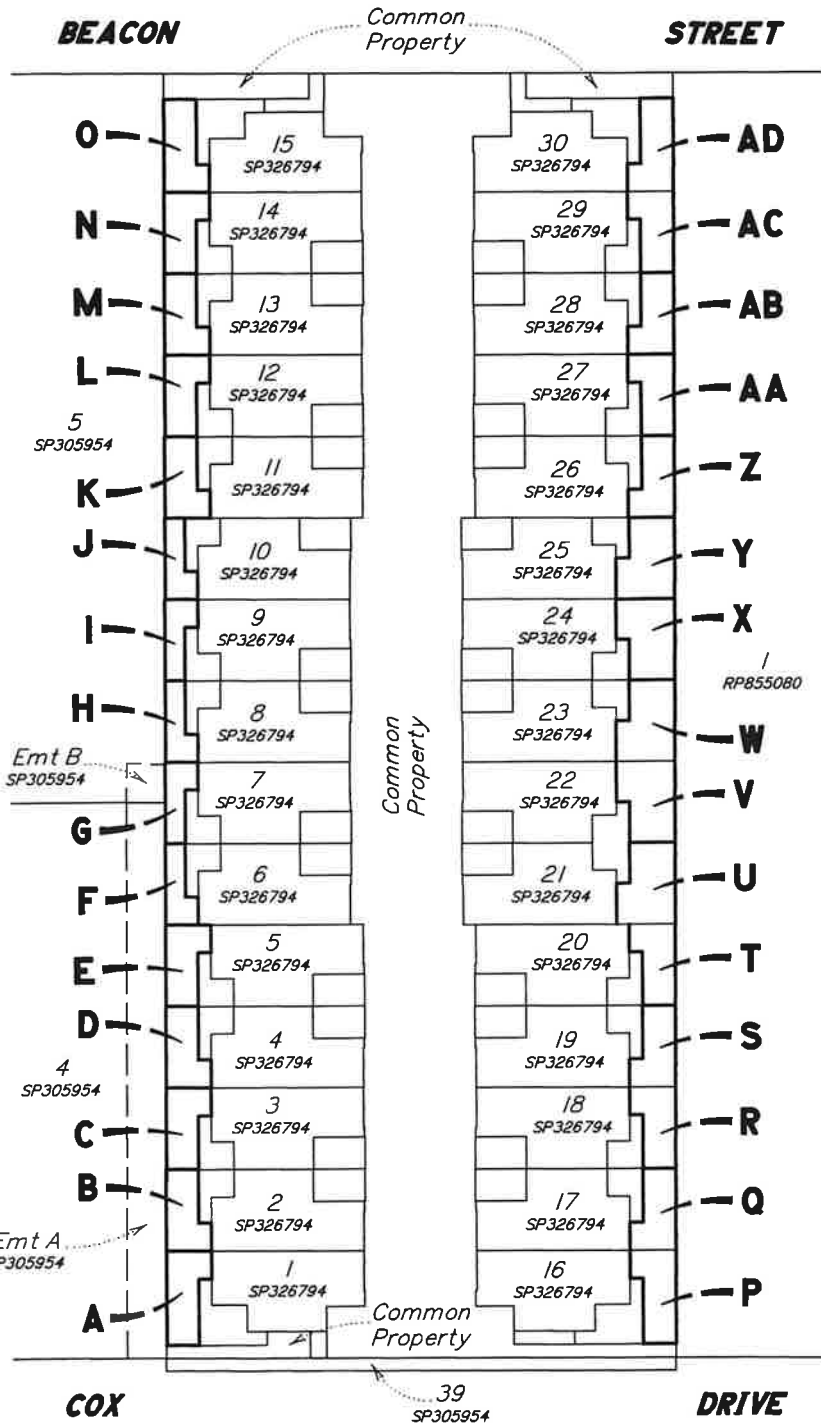
<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
-------------------	---

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 326794	Area "A" on sketch marked "Plan A"	Courtyard
Lot 2 on SP 326794	Area "B" on sketch marked "Plan A"	Courtyard
Lot 3 on SP 326794	Area "C" on sketch marked "Plan A"	Courtyard
Lot 4 on SP 326794	Area "D" on sketch marked "Plan A"	Courtyard
Lot 5 on SP 326794	Area "E" on sketch marked "Plan A"	Courtyard
Lot 6 on SP 326794	Area "F" on sketch marked "Plan A"	Courtyard
Lot 7 on SP 326794	Area "G" on sketch marked "Plan A"	Courtyard
Lot 8 on SP 326794	Area "H" on sketch marked "Plan A"	Courtyard
Lot 9 on SP 326794	Area "I" on sketch marked "Plan A"	Courtyard
Lot 10 on SP 326794	Area "J" on sketch marked "Plan A"	Courtyard
Lot 11 on SP 326794	Area "K" on sketch marked "Plan A"	Courtyard
Lot 12 on SP 326794	Area "L" on sketch marked "Plan A"	Courtyard
Lot 13 on SP 326794	Area "M" on sketch marked "Plan A"	Courtyard
Lot 14 on SP 326794	Area "N" on sketch marked "Plan A"	Courtyard
Lot 15 on SP 326794	Area "O" on sketch marked "Plan A"	Courtyard
Lot 16 on SP 326794	Area "P" on sketch marked "Plan A"	Courtyard
Lot 17 on SP 326794	Area "Q" on sketch marked "Plan A"	Courtyard
Lot 18 on SP 326794	Area "R" on sketch marked "Plan A"	Courtyard

Lot 19 on SP 326794	Area "S" on sketch marked "Plan A"	Courtyard
Lot 20 on SP 326794	Area "T" on sketch marked "Plan A"	Courtyard
Lot 21 on SP 326794	Area "U" on sketch marked "Plan A"	Courtyard
Lot 22 on SP 326794	Area "V" on sketch marked "Plan A"	Courtyard
Lot 23 on SP 326794	Area "W" on sketch marked "Plan A"	Courtyard
Lot 24 on SP 326794	Area "X" on sketch marked "Plan A"	Courtyard
Lot 25 on SP 326794	Area "Y" on sketch marked "Plan A"	Courtyard
Lot 26 on SP 326794	Area "Z" on sketch marked "Plan A"	Courtyard
Lot 27 on SP 326794	Area "AA" on sketch marked "Plan A"	Courtyard
Lot 28 on SP 326794	Area "AB" on sketch marked "Plan A"	Courtyard
Lot 29 on SP 326794	Area "AC" on sketch marked "Plan A"	Courtyard
Lot 30 on SP 326794	Area "AD" on sketch marked "Plan A"	Courtyard

# PLAN A

## THE BODY CORPORATE FOR BEACON ON 6 COMMUNITY TITLES SCHEME



For details of Exclusive Use areas A-G & P-V, see Diagram A, Sheet 2.

For details of Exclusive Use areas H-O, W-Z & AA-AD, see Diagram B, Sheet 3.

MAP REF	9443-11321
LA	MORETON BAY SHIRE COUNCIL
CMS No:	PRELIM
ACCREDITED SURVEYOR Sketch OK	PRELIM

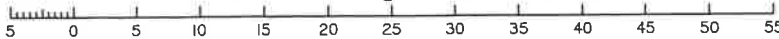
Exclusive Use areas are defined by Centrelines of Fences, Face of Building and Edge of Patio.

I Craig Robert ANDREWS, Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

**PRELIMINARY ONLY**  
Cadastral Surveyor      Date

**Preliminary Exclusive Use Plan Only**  
(Proposed Building Location is indicative only)

Scale 1:400 - Lengths are in metres.



**MURRAY & ASSOCIATES**



SURVEYORS & TOWN PLANNERS

ACN 075 543 154

4/75 King St, Caboolture 4510. Ph: (07) 5495 1478 P.O. Box 377  
Branch Offices at Nambour Chinchilla Roma Gympie & Emerald

PLAN OF

**Plan of Proposed Exclusive Use Areas A-Z & AA - AD**

In Common Property on Preliminary SP326794  
(Currently Lot 2 on RPI59464)

LOCAL GOV: MORETON BAY REGIONAL COUNCIL

LOCALITY: NAMBOUR

COMP. FILE: 62380\_(Ex Use)\_Combined Investments.dwg

DRAWN: AJH

FW: -

JOB No. **62380**

Cadastral Surveyor

DATE: 08/02/2022

SCALE: A3: 1:400

/EU

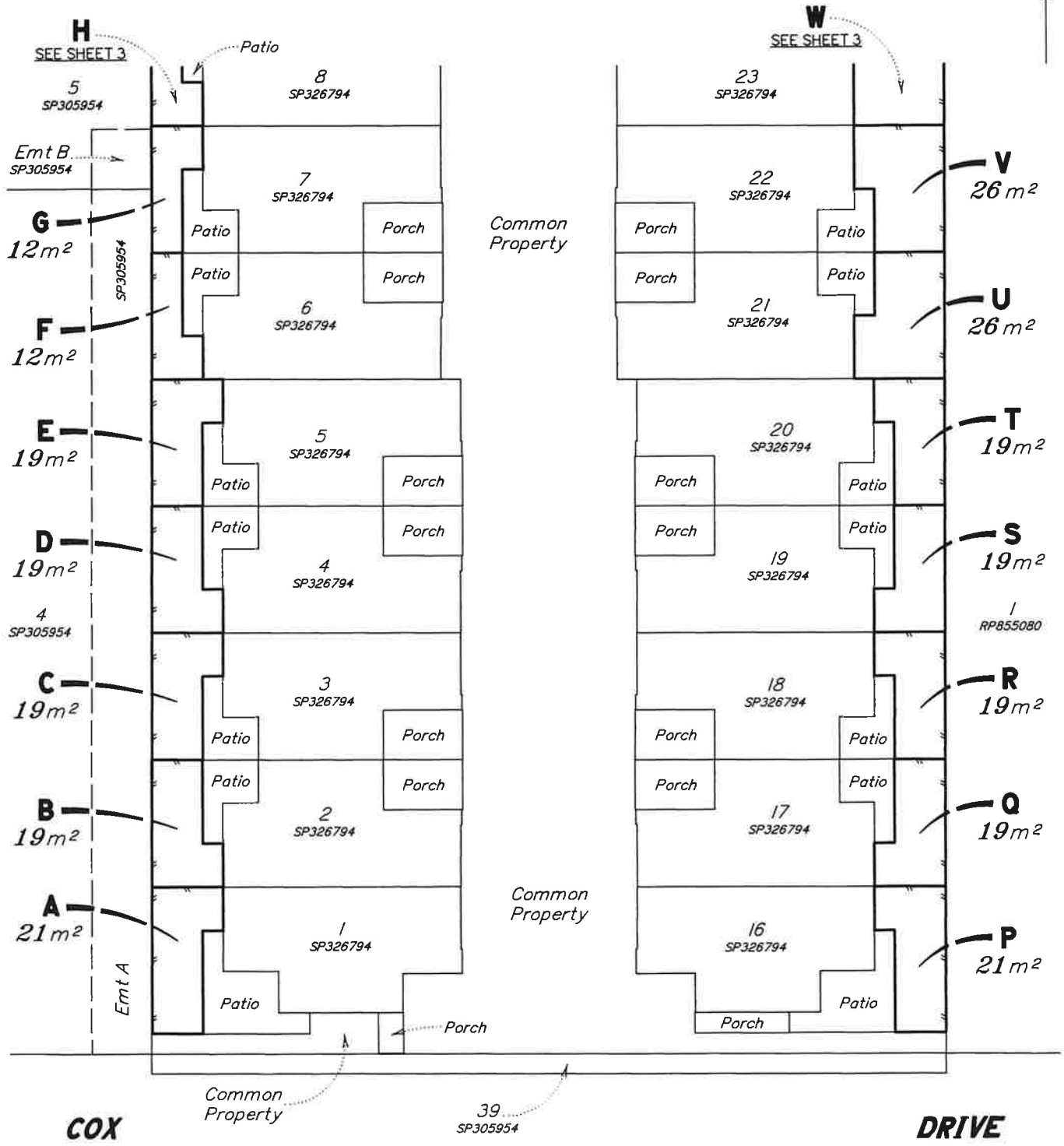
# Preliminary Exclusive Use Plan Only

(Proposed Building Location is indicative only)

Exclusive Use areas are defined by Property boundaries, Centrelines of Fences, Face of Building and Edge of Patio.

## DIAGRAM A

Scale 1:200



Scale 1:200 - Lengths are in metres.



# Preliminary Exclusive Use Plan Only

(Proposed Building Location is indicative only)



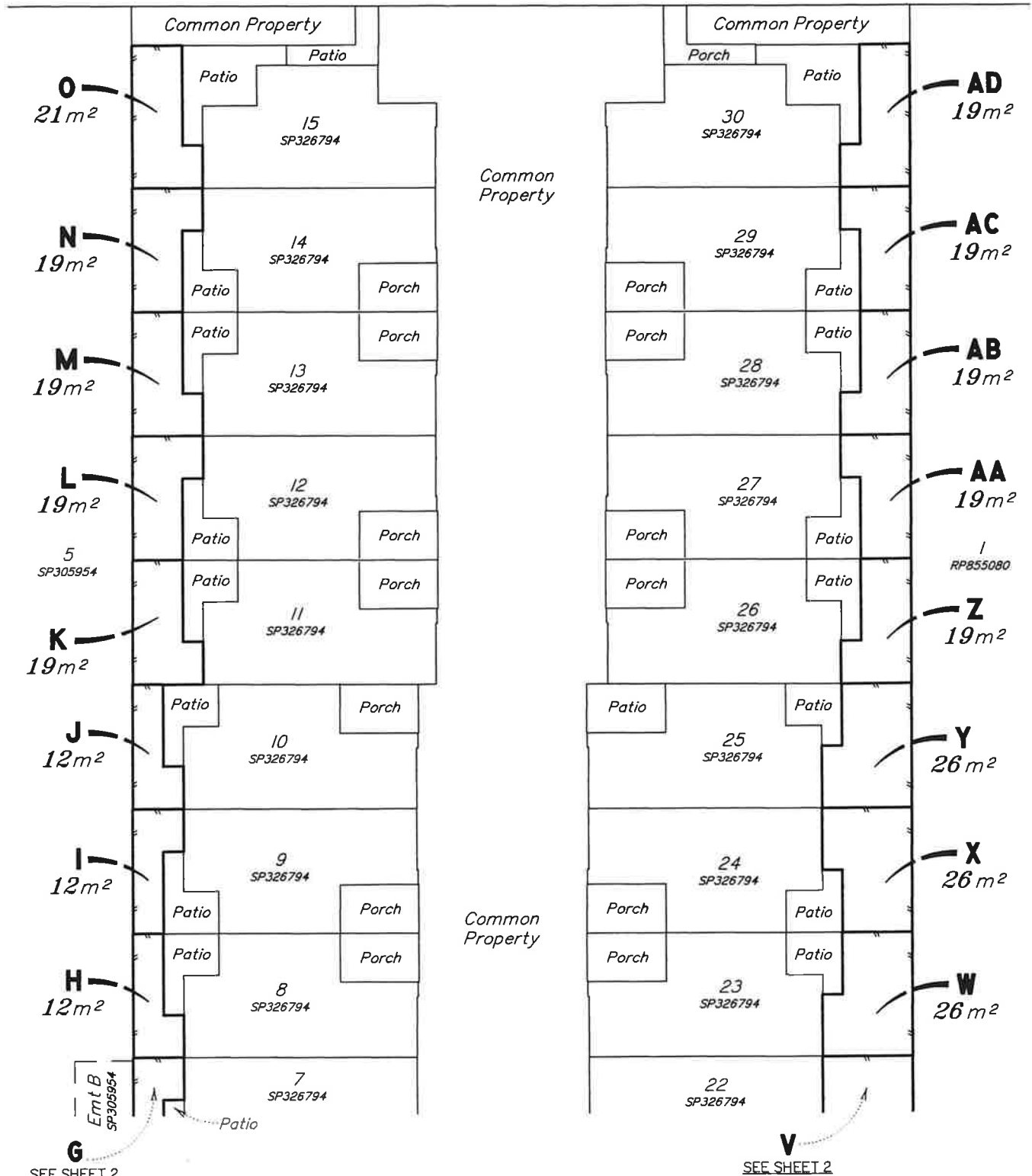
Exclusive Use areas are defined by Centrelines of Fences, Face of Building and Edge of Patio.

## DIAGRAM B

Scale 1: 200

**BEACON**

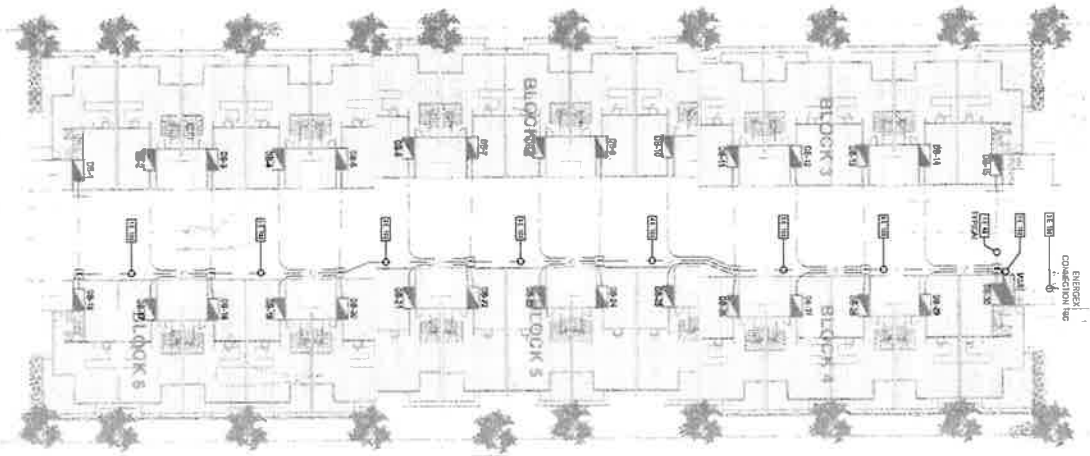
**STREET**



Scale 1:200 - Lengths are in metres.



BEACON STN E1



PROPOSED 30  
TOWNHOUSE  
DEVELOPMENT

COX DRIVE

THIS DRAWING IS CONFIDENTIAL AND IS NOT TO BE REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE DRAWING'S AUTHOR. ANY REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE AUTHOR IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

NO.	DESCRIPTION	DATE
01	PRELIMINARY BILL	1/2020
02	REVISIONS	

CLIENT  
COMBINED INVESTMENT

ARCHITECT  
O E S I G N

ASAP PRODUCTIONS  
6/13/2019 10:00 AM  
PROJECT NO. 2019-001  
1/2020  
1/2020  
1/2020

**WJF**  
WILLIAMS JONES & PARTNERS  
CONSULTANTS

THE DRAWING IS FOR REFERENCE ONLY.  
PROJECT  
6 BEACON ST.  
MORAYFIELD, QLD, 4506

REFERENCE  
ELECTRICAL SERVICES  
TITLE  
SITE PLAN

SCALE	DATE	
1:250	MAY 2021	
DESIGNER	DATE	
7316 E 100		
		P1

PRELIMINARY  
R10.07.19 (6) - MEMORANDUM







**SCHEDULE 5**

**POWER OF ATTORNEY DISCLOSURE STATEMENT**

## POWER OF ATTORNEY DISCLOSURE STATEMENT

1. This Disclosure Statement is given by the Seller to the Buyer in compliance with Section 219 of the Act. This Statement provides a detailed description of the circumstances in which the Power of Attorney granted by the Buyer to the Seller may be used.
2. Under the Contract, the Buyer among other things, appoints the Seller and the directors of the Seller, jointly and severally as the attorney for the Buyer to perform, to the exclusion of the Buyer, the following acts:
  - (a) attend and/or vote in the name of the Buyer at meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to in Clause 3 below;
  - (b) complete, sign and lodge a voting paper or other document (including a corporate owner nominee appointment form or representative appointment form and any notice under the Regulation Module) to allow the Seller to vote in the name of the Buyer at all meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to below; or
  - (c) complete, sign and lodge any written consent as may be required to pass any exclusive use by laws to allocate exclusive use areas in the Scheme, consequent upon the establishment of a new Scheme.
3. The motions or resolutions in respect of which the Seller is appointed the attorney of the Buyer to the exclusion of the Buyer are the following:
  - (a) consent to the recording of a new Community Management Statement to facilitate the development of the Scheme and the Land identified in this Contract and all alterations, modifications or adjustments (including adjustment of the contribution schedule lot entitlements and the interest schedule lot entitlements and the creation of additional Common Property) which are necessary for the Seller to develop the Land;
  - (b) the re-subdivision of any lot owned by the Seller in the Scheme to create additional lots and Common Property;
  - (c) consent to the recording of a new Community Management Statement to implement the development of the Scheme and the Land proposed by this Contract or the Community Management Statement currently in force;
  - (d) consent to the recording of a new Community Management Statement to record allocations under any exclusive use bylaw or to record any additional or replacement exclusive use bylaw to allocate exclusive use areas in the Scheme;
  - (e) consent to the affixing of the seal of the body corporate to all forms required to be lodged in the Department of Natural Resources;
  - (f) consent to the grant of any easement, lease, licence or occupation authority referred to in this Contract;
  - (g) consent to any appeal to any Court deemed appropriate by the Body Corporate;
  - (h) the engagement of a person as a Body Corporate manager or service contractor, or authorising a person as a letting agent including the engagement of the Body Corporate manager and the engagement and the authorisation of a manager as disclosed in this Contract;
  - (i) the fixing, adoption, variation or ratification of budgets or contributions to be levied by the Body Corporate;
  - (j) the composition and/or election of the members of the committee of the Body Corporate;

- (k) a proposal that there shall be no prohibition or restriction on the use of proxies by the original owner;
  - (l) an application to be made for an order of an adjudicator under the Act;
  - (m) any appeals to be lodged pursuant to the Act;
  - (n) the commencement of a proceeding pursuant to the Act;
  - (o) the issue of an authorisation to the owner of a lot (including the original owner) to make any improvement contemplated under the Regulation Module including the installation, erection and /or construction of air conditioning equipment, enclosing of carports, construction and installation of storage areas, pergolas, fencing, screening, shutters, security devices or any other associated apparatus and awnings;
  - (p) the exercise of any right of the Seller under this Contract;
  - (q) any acts or things required of the Body Corporate;
  - (r) to elect or appoint Committee Members and Body Corporate Representatives to any Principal Body Corporate.
4. The Buyer agrees to ratify and confirm all the Acts, Deeds and things done or performed under this Power of Attorney.
  5. While this Power of Attorney remains in force, the Buyer must not transfer or assign the Lot other than to a transferee or assignee who has first agreed to be bound by the provisions of this Clause and who has executed a Power of Attorney in favour of the Seller and its directors in the same terms as this Clause and who agrees to obtain a similar agreement from all subsequent transferees.
  6. If for any reason the Seller is unable to exercise the rights granted to it by this Clause the Buyer must exercise its rights to vote as the Seller directs but only in relation to the matters set out in the Power of Attorney contained in the Disclosure Statement.
  7. This Power of Attorney ceases 1 years after the Scheme is established.

**SCHEDULE 6**

**PROXY FORM**



**Proxy form for body corporate general meetings**

*Body Corporate and Community Management Act 1997*

This form is effective from 1 March 2021

Department of  
Justice and Attorney-General

ABN: 13 846 673 994

**Section 1—Body corporate secretary details**

Name .....

Address of scheme .....

Suburb ..... State  Postcode

**Section 2—Authorisation**

The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition.

**Note:**

If there is insufficient space please attach separate sheets.

Name of owner 1 .....

Signature ..... Dated:

/  /   
D D M M Y Y Y Y

Name of owner 2 .....

Signature ..... Dated:

/  /   
D D M M Y Y Y Y

Lot number/s ..... Plan number.....

Name of scheme .....

CMS number .....

Appoint (*full name*) .....

as my/our proxy to act on my/our behalf (*including adjournments*) at

(please tick **one**)

The general meeting to be held on  /  /   
D D M M Y Y Y Y

All general meetings held before  /  /   
D D M M Y Y Y Y

All general meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment.

Signature of proxy holder ..... Dated:  /  /   
D D M M Y Y Y Y

Residential address .....

Suburb ..... State  Postcode

Postal address .....

Suburb ..... State  Postcode

**SCHEDULE 7**  
**BODY CORPORATE MANAGER AGREEMENT**





---

## ADMINISTRATION AGREEMENT FOR APPOINTMENT OF BODY CORPORATE MANAGER

This Agreement is made on this day \_\_\_\_\_

The Body Corporate for (To Be Advised)

**Address of Body Corporate** –6 Beacon Street, Morayfield QLD 4506

**AND**

**Landtel Pty Ltd -Trading as Gold Key Body Corporate Management : ACN / ABN 21 108 249 949**

**Address-** PO Box 604 North Lakes Qld 4509

### 1. INTRODUCTION:

1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).

1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.

1.3 Unless the context otherwise permits -

(1) “Act” means the Body Corporate and Community Management Act (Qld) 1997;

(2) “Additional Services” means those services stated in Item G of the Reference Schedule;

(3) “Agreed Services” means those services stated in Item F of the Reference Schedule;

(4) “Authorised Powers” means all those powers of the Executive Committee members of the Body Corporate that are capable of exercise by a Body Corporate Manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;

(5) “Committee” means the committee chosen by the Body Corporate at each annual general meeting;

(6) “CPI” means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;

(7) “Disbursements” means the disbursements listed in Item E of the Reference Schedule.

(8) “Module” means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item J of the Reference Schedule;

(9) “Reference Schedule” means the reference schedule annexed to this Agreement;

(10) “Review Date” means each anniversary of the commencement date of this Agreement;

(11) “Scheme” means the community title scheme for which the Body Corporate is the body corporate;

(12) “Special Conditions” means the special conditions noted in Item K of the Reference Schedule;

(13) “Standard Conditions” means the standard condition applying to this Agreement;

(14) “Term” means the term set out in Item A of the Reference Schedule.

1.4 A reference to an Item is a reference to the Applicable Item in the Reference Schedule

1.5 This Agreement comprises the -

(1) Reference Schedule;

(2) Standard Conditions; and

(3) any Special Conditions.

1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions,

the Special Condition prevails.

Committee;

**2. WHAT IS THIS AGREEMENT?**

2.1 The Body Corporate appoints the Manager as the Body Corporate Manager for the Scheme and the Manager accepts the appointment.

2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services where applicable) to the Body Corporate.

2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.

2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance Agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

**3. WHAT IS THE TERM OF THIS AGREEMENT?**

3.1 The Manager is appointed for the Term see Clause 3 Reference Schedule of this Agreement.

**4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?**

4.1 The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.

4.2 The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate's request.

4.3 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.

4.4 The Manager will at all times comply with:  
 (1) shall comply with, the code of conduct in the Act applying to Committee voting members.

**5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?**

5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.

5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.

5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.

5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

- (1) make the Manager responsible for performing the statutory functions of the Body Corporate or the

- (2) relieve the Body Corporate or the Committee of their statutory functions.

**5.6 The Body Corporate specifically authorises the Manager to:**

- (1) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
- (2) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
- (3) pay insurance premiums from the Body Corporate's funds; and
- (4) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies. The Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager). To advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

**6. HOW IS THE MANAGER TO BE PAID?**

**6.1 The Body Corporate must pay the Manager:**

- (1) for the performance of the Agreed Services – the fee stated in Item B;
- (2) for the performance of the Additional Services – the fees stated in Item C; and
- (3) an amount for any Disbursements associated with the provisions of the Agreed Services or the Additional Services.

**6.2 The Manager may -**

- (1) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager after approval by the Body Corporate only).
- (2) **Keep fees received for:**
  - (a) Information which the Manager must supply about the Body Corporate under the Act or the Module, an Information certificate under Section 205 of the Act); (Costs tabled to lot owner requesting this service).
  - (b) services supplied at the request of lot owners Information required to prepare a Disclosure statement under section 206 of the Act); (Costs tabled to lot owner requesting this service).
  - (c) And retain commissions paid to Manager by the providers of services to the Body

Corporate as disclosed in Item 1. (Insurance Commissions only)

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement. The Manager may increase the fee for the Agreed Services to an amount 2% or CPI which is the greatest.

**7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?**

7.1 The Body Corporate must nominate in writing a person who must be a committee voting member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

**8. DISCLOSURE OF ASSOCIATES**

8.1 If the Body Corporate proposes to enter into a contract with a provider of goods and services and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

- (1) if the Manager is aware of the proposed contract then before the contract is entered into; or
- (2) otherwise as soon as it becomes aware that the contract is being and/or has been entered into.

8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item 1 and that shall be sufficient disclosure of these relationships for the purposes of clause 1 (under Commission Disclosure).

8.3 With the exception of any arrangement disclosed by the Manager as described in clause 1 (under Commission Disclosure). The Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

**9. RELEASE & INDEMNITY BY THE BODY CORPORATE**

9.1 **The Body Corporate:**

- (1) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims; and
- (2) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate);

Arising out of or in connection with:

- (3) the exercise or performance of the Manager's rights and obligations under this Agreement;

(4) the relationship between the Manager and the Body Corporate; or

(5) the Manager being the manager for the Scheme,

However such damages, losses, liabilities, costs, expenses and/or claims arise, including through breach of contract, negligence or breach of the Act by the Manager.

**10. BODY CORPORATE WARRANTY**

10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement or give any authorization under it.

**11. WHAT ARE THE CONDITIONS FOR TRANSFER OF THIS AGREEMENT?**

11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

**12. WHAT ARE THE CONDITIONS FOR TERMINATING THIS AGREEMENT?**

12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.

12.2 The Manager may terminate this Agreement at any time and for any reason by giving 30 days written notice to the Body Corporate.

12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:

- (1) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
- (2) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.

**13. TERMINATION OF THE AGREEMENT**

This Agreement is a binding legal document. The engagement of the body corporate manager may be terminated only in accordance with Clause 12.

**14. TERM, OPTIONS AND PRICES**

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar (\$) terms exclude any applicable GST – See Clause 16.

**STANDARD CONDITIONS**

**15. BODY CORPORATE RECORDS**

15.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.

15.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.

15.3	<i>Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.</i>	<i>Body Corporate Manager/ Hour</i>	\$ 130.00
		<i>Secretarial Staff/ Hour</i>	\$ 100.00
<b>16.</b>	<b>GOODS AND SERVICES TAX</b>	<i>Extraordinary General Meet/Meeting</i>	\$ 120.00
16.1	<i>For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.</i>	<i>Additional Committee Meeting/Meeting</i>	\$ 130.00
		<i>Insurance Claim Processing/claim</i>	\$ 60.00
		<i>Preparation of Information For Audit of Records</i>	\$ 60.00
16.2	<i>Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.</i>	<i>Preparation of Information For Business Activity Statement (BAS)</i>	\$ 65.00
		<i>Preparation of Information for Income Tax Return</i>	\$ 65.00
16.3	<i>The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.</i>	<i>Preparation of Application / Submission To Commissioner for Body Corporate/hour</i>	\$ 120.00
		<i>Arranging for Lodgment of Documents With Dept. of Natural Resources &amp; Mines.</i>	\$ 65.00
16.4	<i>The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.</i>	<i>Liaise With Lawyers / Legal /hour Other Professional</i>	\$120.00
<b>17.</b>	<b>MISCELLANEOUS</b>	<b><i>Debt Collection Services Fee, First and Second Levy Reminder notice (Charged to individual lot owner)</i></b>	<b>\$30.00</b>
17.1	<i>Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the Property Law Act (Qld) 1974.</i>	<i>Liaise with Debt Collection firm (Relating to debt recovery/hour (Charged to individual lot owner)</i>	\$120.00
17.2	<i>If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.</i>		

**D. FIXED ANNUAL PERCENTAGE INCREASE**

The fixed percentage increase is 2 %

**E. STATIONERY DISBURSEMENTS PLUS GST.**

Computer Costs Fixed- \$16.50/lot/annum

**Bank /Transfer/Merchant Fees**

Bank charges in processing of levies will be payable by user or Collectively by the body corporate If not banking with Macquarie Bank as an agreement has been set to charge no fees by Macquarie Bank.

**Plus a Fixed Rate Stationery Disbursements shall be**

\$ 70.00 Lot/Annum plus GST.

**Additional charges are charged on a user pay basis as deemed by Gold Key Management and only charged once approved by the Committee.**

**ADDITIONAL FEES PLUS GST/ Cost per Item**

Telephone – Local calls:	\$ .50
Telephone - Mobile:	\$ 1.50
Telephone – Long distance (within Aust.):	\$ 5.00
Telephone – Long distance (overseas):	\$ 12.00
Facsimile – Local:	\$ .50
Facsimile – All long distance:	\$ 1.00
Facsimile – Incoming:	\$ .30

**REFERENCE SCHEDULE****A. TERM OF CONTRACT - (Clause 3)**

One year commencing on dd/mm/2022  
and ending dd/mm/2023

**B.. FEES FOR AGREED SERVICES****Fixed Rate MANAGERIAL-:**

The fee for Agreed Services shall be \$100.00 Lot /Annum plus GST per annum payable monthly in advance

**Additional charges are charged on a user pay basis as deemed by Gold Key Management and only charged once approved by the Committee.**

**C. ADDITIONAL FEES PLUS GST****Set costs -**

(New Clients/ Initial System /Data/ Transfer Load) \$ 300.00

**Brand New Developments (Initial Set up )**

\$ 500.00

Photocopying (1x single-sided copy):	\$ .50
\$ 120.00	
Photocopying (1x double-sided copy):	\$ 1.00
Photocopying (A3 and other):	\$ .50
Computer laser print – A4 page	\$ 1.00
Envelopes – Standard DL:	\$ @ cost
Envelopes – Other:	\$ @ cost
Postage – DL envelopes:	\$ @ cost
Postage – Other:	\$ @ cost
Archive storage fee:	\$50.00 B/Corp/annum plus GST

**MISCELLANEOUS CHARGES**

<input type="checkbox"/> Archival Retrieval	\$50.00/HR
<input type="checkbox"/> Common Seal	\$@cost
<input type="checkbox"/> Courier	\$ @ cost

**F. AGREED SERVICES**

The agreed services are as follows:

**Secretarial**

- Convene and attend the Annual General Meeting up to the number of hours: 1 per year up to 1 hour
- Call nominations for the position of executive and ordinary members of the Committee. 1 /YEAR
- Prepare and distribute the notice of Annual general meeting and ancillary documentation. 1 /YEAR
- Record and distribute minutes of Annual general meeting. 1/ YEAR
- Prepare and distribute notices for Committee meetings based upon the following number of meetings: 1/YEAR per year
- Attend Committee Meetings based upon the following number of meetings: 1/YEAR and up to the following number of hours per meeting: 1 hour /Meet
- Record and distribute the minutes of Committee meetings based upon the following number of meetings : 1/YEAR
- Arrange for the appointment of a returning officer.  
The engagement of the returning office will be an additional expense to the Body Corporate (if required for a general meeting).

**Financial**

- Open, maintain and operate a bank account for the administrative fund and the sinking fund.
- Prepare a statement of accounts for each financial year.
- Prepare a draft budget for each financial year.
- Issue notices to lot owners for payment of contributions.
- Receipt and bank levies.
- Process and pay accounts.
- Prepare financial records and statements as required by the Regulations for the Module stated in Item J.

**Administrative**

- Pay insurance premiums and organise renewal quotations for renewal ( two alternative quotes per year).

- Establish and maintain the roll and registers
- Maintain and keep records
- Make available the records for inspection

**Other agreed services:****G. ADDITIONAL SERVICES**

- Any Agreed Services required to be undertaken outside of normal business hours
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service
- Prepare and distribute other levy notices (e.g. utility on-charging notices)
- Advice provided to individual lot owners
- Collecting overdue levies or contribution. NB (Charges in relation to this matter are charged to the individual lots).
- Carry out any services as distributed in Item F, where the time spent is in addition to time allocated or is greater than the frequency allocated in Item F. The rate payable shall be at a rate as per Schedule C.

**H. DISCLOSURE OF ASSOCIATES**

Providers that are associates of the Manager and the nature of the relationship. **NIL**

**I. DISCLOSURE OF COMMISSIONS**

Providers of services that pay a commission to the Manager

**Name of Company:** DIRECT INSURANCE BROKERS PTY LTD

**Address:** 38 Brookes Street Bowen Hills Qld 4006

**Commission Details:** 10% Commission on Insurance Premiums paid by the Insurance Company via Direct Insurance Brokers. We do not liaise directly with the Insurance Companies in order to gain extra Commissions.

**J. Professional Indemnity Insurance - \$5,000,000**

**THE COMMON SEAL of the Body Corporate for:** \_\_\_\_\_

**Small/Standard/ Commercial/ Accommodation/ Regulation Module.**

was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

-----  
(Designation)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Date)

EXECUTED by  
pursuant to Section 127 of the Corporations Act 2001

**LANDTEL PTY LTD Trading as Gold Key Body Corporate Management.**

\_\_\_\_\_  
(Signature of Sole Director/Director)

Name -----

-----Date

**SCHEDULE 8**  
**BODY CORPORATE ASSETS**

Nil

**SCHEDULE 9**  
**STORMWATER MAINTENANCE AGREEMENT**





**spelstormwater**  
joy in water



**MC 36838**

**6 BEACON ST,  
MORAYFIELD, QLD**

**QLD Office**

130 Sandstone Place, Parkinson,  
QLD, 4115

**P** 07 3271 6960

**E** maintenance@spel.com.au

**Estimated and drafted on this date:** 6 October 2022

## **SPEL STORMWATER QUALITY TREATMENT DEVICE MAINTENANCE AGREEMENT**

**FOR**

**MC 36838 - 6 BEACON ST, MORAYFIELD, QLD**

This Equipment Maintenance Agreement (the "Maintenance Agreement") is made and effective  
\_\_/\_\_/\_\_\_\_

**BETWEEN:** SPEL Environmental Pty Ltd T/A SPEL Stormwater (the "Service Provider"), of  
100 Silverwater Rd Silverwater NSW 2128

**AND:** \_\_\_\_\_ (the "Client") of  
\_\_\_\_\_

### **SUMMARY**

**This 10-year maintenance contract covers the monitoring and servicing of the  
SPEL Stormsacks and SPEL Filters at 6 Beacon St, Morayfield, QLD**

Where the Client has requested the provision of maintenance and the Service Provider is willing to provide such services as per the terms of this agreement both parties agree to:

#### **1. WARRANTY**

SPEL operational warranty on the SPEL Stormsack and SPEL Filter is in place for as long as there is an active maintenance regime with SPEL on the specified units.

- Excludes construction silt loads
- Excludes unusual/accidental silt loads
- SPEL maintains the site

Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied with the manufacturer's instructions in relation to installation, maintenance and operation of the said goods.

#### **2. MAINTENANCE CALLS**

Service Provider agrees to provide maintenance service including three [3] times maintenance visit annually and interim calls as required at the installation address specified above on the equipment listed. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. The new charges shall become effective upon the date specified in the renewal invoice. Client calls hereunder are restricted to the normal working hours of the Service Provider.

All service commenced outside of Service Provider's normal working hours will be charged at published rates for service time and expense only.

#### **3. SERVICES**

The following services are included:

##### **Maintenance Summary**

The SPEL Stormsack and SPEL Filter treatment train system will be inspected in accordance with the Maintenance Manual.

##### **Maintenance Triggers**

The basic activities included in the maintenance contract are as follows:

- If there is 150mm of silt build up, it will be vacuumed out at an additional cost. Costing to be confirmed at time of activity and will be additional cost to the standard contract value outlined below.

Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Service Provider are used. Service Provider shall have full and free access to the equipment to provide service thereon. If persons other than Service Provider's representatives perform maintenance or repairs, and as a result further work is required by Service Provider to restore the equipment to operating condition, such repairs will be billed at Service Provider's published time and material rates then in effect.

#### 4. ANNUAL RATE FOR SERVICES

##### 4.1 INCLUSIONS

ACTIVITY	FREQUENCY [subject to site characteristics]	COST BREAK-DOWN [subject to CPI index]
<b>Inspection and Maintenance:</b> 11 SPEL Stormsacks and 6 cartridges SPEL Filter system  - SPEL technician/s onsite, to carry out maintenance of stormwater treatment system, vault and filters, test sludge level, remove and dispose of pollutants in stormsack bags and provide detailed report	Every four months	\$1,779.00 per annum
<b>Replacement Factors:</b> -SPEL Stormsack bags and SPEL Filter replacement -Allowance for 3 times change out of Stormsacks and 1 time replacement of Filters throughout the 10-year period. -All old SPEL Filters and Stormsack bags removed, disposed and replaced.  Note: The vault to be cleaned out via a vacuum truck prior to installation of the new filter units, price on application.	Based on the [site] stormwater treatment train and experience we estimate the life of the SPEL Filters to be between 6 - 8 years.  The Stormsack bags to be changed out in year 3, 6 and 9.	1 x Labour, travel expenses  33 x SPEL Stormsack bags Replacement  6 x SPEL Filters Replacement  Total once in 10 years = \$29,804.00  Per annum = \$2,980.00
<b>SUMMARY</b>		
Replace the Stormsacks and Filters in accordance with above in 10 years, turnkey operation		
<ul style="list-style-type: none"> <li>• Inspection and Maintenance: \$1,779.00 per annum</li> <li>• Replacement Factors: \$2,980.00 per annum</li> <li>• Total Investment Value Per Annum: \$4,759.00 + (GST)</li> </ul>		

The annual rate for maintenance of SPEL Stormsack & SPEL Filter for a 10-year term is \$4,759.00 + (GST) and shall be paid upon receipt of invoice. The annual rate shall be indexed by CPI + 1% at each annual renewal date. Any payment not made by the 30<sup>th</sup> day of the month shall be considered overdue and in addition to Service Provider's other remedies, Service Provider may levy a late payment charge equal to 4% per month on any overdue amount. SPEL to send maintenance report per service.

##### 4.2 EXCLUSIONS

ACTIVITY	FREQUENCY [subject to site characteristics]	COST BREAK-DOWN [subject to CPI index]
Vacuum out, removal and disposal of pollutants	When necessary, based on the maintenance inspection and report	<b>This is an additional cost to the regular maintenance contract and has not been included in the annual rate indicated below.</b>  Costing to be confirmed at time of activity based on extent of pollutants removed and disposed.



PHONE: 07 3271 6960  
EMAIL: maintenance@spel.com.au  
OFFICE: 130 Sandstone Pl, Parkinson QLD 4115  
www.spel.com.au

5. PAYMENTS

For service as specified above on the equipment listed, the undersigned Client agrees to pay in advance the total annual charge specified above to Service Provider, in accordance with the terms specified on the face of the invoice. There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including GST.

6. BINDING AGREEMENT

The undersigned Client represents that he is the owner of the equipment, or that they have the owner's authority to enter into this agreement.

This Agreement is subject to acceptance by Service Provider. It takes effect on the date written above and continues in effect for one year and will remain in force thereafter, with automatic annual renewal at the indexed rates, until cancelled in writing by either party or at the end of contract period – whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

**Client Signature**

**SPEL Environmental Pty Ltd T/A SPEL Stormwater**  
100 Silverwater Rd Silverwater NSW 2128

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name:

Name:

Date:

Date:

Billing Entity:

ABN:

Contact:

Phone:

Billing address:

Accounts Email:

The Seller and Buyer agree to sell and buy the Lot under this Contract on the following terms:

REFERENCE SCHEDULE			
ITEM			
<b>A</b>	<b>CONTRACT DATE</b>		
<b>B</b>	<b>AGENT</b>	<i>Name</i>	DXN Solutions (ABN 66 705 611 393)
		<i>Address</i>	123 Yippen Creek Road, Yippen Creek NSW 2446
		<i>Licence No</i>	4600068
		<i>Telephone</i>	0401 518 081
		<i>Email</i>	lee@dxnsolutions.com.au
<b>C</b>	<b>SELLER</b>	<i>Name</i>	<b>Combined Investments Pty Ltd (ACN 627 002 117)</b>
		<i>Address</i>	13 Queenscliffe Place, Mardi NSW 2259
<b>D</b>	<b>SELLER'S SOLICITOR</b>	<i>Name</i>	Files Stibbe Lawyers
		<i>Address</i>	PO Box 1284, Bongaree QLD 4507
		<i>Telephone</i>	(07) 3408 0999
		<i>Facsimile</i>	(07) 3408 0911
<b>E</b>	<b>BUYER</b>	<i>Name</i>	
		<i>Address</i>	
		<i>Telephone</i>	
		<i>Email</i>	
		<i>Tax File Number</i>	
<b>F</b>	<b>BUYER'S SOLICITOR</b>	<i>Name</i>	
		<i>Address</i>	
		<i>Telephone</i>	
		<i>Facsimile</i>	
<b>G</b>	<b>LOT</b>		Proposed Lot "Beacon on 6", 6 Beacon Street, Morayfield substantially in accordance with the Lot indicated on the Disclosure Plan contained within the Disclosure Statement.
<b>H</b>	<b>PURCHASE PRICE</b>	\$	
<b>I</b>	<b>DEPOSIT</b>	\$	Payable when the Buyer signs this Contract

<b>J</b>	<b>TRUSTEE</b>	
<b>K</b>	<b>GUARANTOR/S</b>	
		<i>Only if Buyer is a company or trustee</i>
<b>L</b>	<b>FOREIGN INTEREST</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>M</b>	<b>SWIMMING POOL</b>	There will not be a shared pool as part of the Scheme.
<b>N</b>	<b>TYPE OF HOLDING</b>	<input type="checkbox"/> Owner Occupier <input type="checkbox"/> Investor
<b>O</b>	<b>GST WITHHOLDING OBLIGATIONS</b>	Is the buyer registered for GST and acquiring the land for a creditable purpose Yes <input type="checkbox"/> No <input type="checkbox"/>
		The seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the withholding law that:  <input type="checkbox"/> 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  <input checked="" type="checkbox"/> 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.
<b>P</b>	<b>SPECIAL CONDITIONS</b>	



# CONTRACT TERMS

## 1. DEFINITIONS

1.1 Unless the context otherwise requires:

<b>“Act”</b>	means the <i>Body Corporate and Community Management Act 1997 (Qld)</i> .
<b>“Agent”</b>	means the party named in Item B of the Reference Schedule.
<b>“Approved Safety Switch”</b>	means a residual current device as defined in the <i>Electrical Safety Regulation 2013 (Qld)</i> .
<b>“Architect”</b>	means the architect nominated by the Seller for the purpose of any clause of this Contract.
<b>“ATO Clearance Certificate”</b>	Means a certificate issued under Section 14-220 (1) of the Withholding Law which is current on the date it is given to the Buyer.
<b>“Balance Purchase Price”</b>	means the Purchase Price less the Deposit as adjusted under this Contract.
<b>“Bank Guarantee”</b>	means an unconditional bank guarantee from an Australian Bank, unlimited as to time and wholly satisfactory to the Seller.
<b>“Body Corporate”</b>	means the Body Corporate for the Scheme and where the context permits shall include a principal body corporate and any other subsidiary body corporate.
<b>“Builder”</b>	means the builder the Seller engages to construct the Building.
<b>“Building Contract”</b>	means the Contract entered into by the Seller with the Builder constructing the Building.
<b>“Building”</b>	means the building or buildings containing the Lot.
<b>“Building Works”</b>	Means the building containing the lot and any alterations, additions and improvements thereto
<b>“Business Day”</b>	means a day other than a Saturday, Sunday or public holiday in Brisbane.
<b>“Buyer”</b>	shall include the Buyer named in Item E of the Reference Schedule, their heirs, executors, administrators, successors and permitted assigns.
<b>“By-Laws”</b>	means the By-Laws of the Body Corporate.
<b>“CGT Withholding Amount”</b>	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
<b>“Claim”</b>	means a claim, action, proceeding, damage, cost, loss, expense or liability however arising whether present, unascertained, immediate, future or contingent.
<b>“Common Property”</b>	means so much of the Land as is not comprised in any lot of the Scheme.

<b>“Community Management Statement”</b>	means the statement pursuant to the Act for the Scheme substantially in accordance with the proposed community management statement annexed to the Disclosure Statement.
<b>“Community Titles Scheme”</b>	means the Scheme to be established for the Land under the Act.
<b>“Compliant Smoke Alarm”</b>	means a smoke alarm complying with sections 104RB(2) or (4) of the <i>Fire and Rescue Service Act 1990 (Qld)</i> .
<b>“Contract”</b>	means this Contract.
<b>“Contract Date”</b>	means the date specified in Item A of the Reference Schedule.
<b>“Court”</b>	includes any tribunal established under statute.
<b>“Default Interest Rate”</b>	means 9% per annum calculated daily compounded monthly.
<b>“DNR”</b>	means the Department of Natural Resources and Mines.
<b>“Disclosure Plan”</b>	means the plan contained within the Disclosure Statement.
<b>“Disclosure Statement”</b>	means the statement under Section 213 of the Act.
<b>“Essential Term”</b>	<p>means in case of a breach by:</p> <p>(a) the Buyer:</p> <ul style="list-style-type: none"> <li>(i) clause 4.1 (Balance Purchase Price)</li> <li>(ii) clause 5 (Deposit);</li> <li>(iii) clause 6.1 (Settlement);</li> <li>(iv) clause 37 (Buyer's Warranties); and</li> <li>(v) clause 39 (Time of the Essence);</li> </ul> <p>(b) the Seller:</p> <ul style="list-style-type: none"> <li>(i) clause 6.2 (Settlement); and</li> <li>(ii) clause 39 (Time of the Essence)</li> </ul> <p>but nothing in this definition precludes a Court from finding other terms to be essential.</p>
<b>“Facilities”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) facilities forming part of the development of the Scheme including those comprising Common Property or Body Corporate assets;</li> <li>(b) utilities and utility infrastructure; and</li> <li>(c) services or amenities to or for the benefit or enjoyment of the Scheme and owners.</li> </ul>
<b>“Foreign Person”</b>	has the meaning ascribed to it by the <i>Foreign Acquisition and Takeovers Act 1975 (Cth)</i>
<b>“GST”</b>	means any money payable pursuant to the GST Act.
<b>“GST Act”</b>	means the <i>New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
<b>“Guarantors”</b>	means those parties named at Item K of the Reference Schedule and described in the guarantee contained in Schedule 1 of this Contract.



<b>“General Purpose Socket Outlet”</b>	means an electrical socket outlet as defined in the <i>Electrical Safety Regulations 2013</i> .
<b>"Land"</b>	means the land described as Lot 2 on RP 159464
<b>“Local Authority”</b>	means Moreton Bay Regional Council
<b>“Lot Entitlement”</b>	means the contribution and/or interest entitlement of a lot in the Scheme as specified in the Community Management Statement.
<b>"Lot"</b>	means the proposed lot described in Item G of the Reference Schedule and as identified on the Disclosure Plan.
<b>“Minor Defect”</b>	means any defect which does not materially affect the Lot as a whole and includes without limitation shrinkage and imperfections.
<b>“Minor Variation”</b>	means a variation of no more than 5%, where such variation can be measured, and otherwise where there is no material affect on the Lot as a whole.
<b>“Notice of no pool safety certificate”</b>	means the Form 36 under the <i>Building Regulations 2006 (Qld)</i> to the effect that there is no Pool Safety Certificate issued for the Land and/or the Lot.
<b>"Outgoings"</b>	includes: <ul style="list-style-type: none"> <li>(a) rates, water and other charges on the Land or the Lot levied by the Local Authority;</li> <li>(b) Land Tax,</li> <li>(c) regular periodic contributions payable to the Body Corporate; and</li> <li>(d) insurance premiums payable by the Seller under Section 191 of the Act.</li> </ul>
<b>“Particulars”</b>	means the items appearing on the first page of this Contract.
<b>"Plan”</b>	means the Survey Plan in respect of the Land and the Lot proposed to be registered by the Seller at the Department of Natural Resources and Mines.
<b>“Pool Safety Certificate”</b>	means either: <ul style="list-style-type: none"> <li>(a) a certificate of compliance; or</li> <li>(b) an exemption from compliance</li> </ul> issued in accordance with the requirements for pool safety contained in the <i>Building Act 1975 (Qld)</i> and <i>Building Regulations 2006 (Qld)</i> .
<b>“Regulation Module”</b>	means the Regulation Module as specified in the Community Management Statement.
<b>“Scheme”</b>	means the proposed Community Title Scheme containing the Lot.
<b>“Settlement”</b>	means when the Buyer performs its obligations under this Contract on the Settlement Date.
<b>“Settlement Date”</b>	means the later of:

- (a) 14 days after the Seller gives the buyer written advice that the Scheme has been established or changed and a separate indefeasible title for the Lot has been created (if not established and created as at the Contract Date); or
- (b) 30 days after the Contract Date.

**“Seller”** means the party named in Item C of the Reference Schedule and shall include any of their successors and assigns.

**“Specifications”** means the specifications set out in Schedule 2 of the Disclosure Statement.

**“Special Contribution”** means:

- (a) any 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; or
- (b) any amount payable in connection with an exclusive use by-law.

**“Sunset Date”** means the date which is 3 ½ years after the Contract Date.

**“Trustee”** means the entity named in item J of the Reference Schedule.

**“Withholding Law”** Means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*

## 2. INTERPRETATION

### 2.1 Reference to:

- (a) one gender includes the other genders.
- (b) singular includes the plural and the plural includes the singular.
- (c) a person includes a body corporate.
- (d) a party includes the parties’ executors, administrators, successors and permitted assigns.
- (e) a statute, regulation or provision of a statute or regulation (“Statutory Provision”) includes;
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) all monetary amounts are in Australian dollars, unless otherwise stated.
- (g) if a party consists of more than one person then this Deed binds them jointly and each of them separately.
- (h) headings are for convenience only and do not form part of this Deed or affect its interpretation.
- (i) a party which is a trustee is bound both personally and in its capacity as a trustee.
- (j) “including” and similar expressions are not words of limitation.
- (k) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

- (l) if an act must be done, or the last day upon which it may be done, falls on a specified day which is not a Business Day, the act must be done instead on the next Business Day.

### **3. SALE AND PURCHASE**

- 3.1 The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller an estate in fee simple in the Lot free from any mortgage or other encumbrance subject to those otherwise provided for in this Contract.
- 3.2 Any Security Interest registered in respect of the Seller under the Personal Properties Securities Act ("PPSA") is not an encumbrance for the purpose of this contract and the Buyer will not object to same or require it to be discharged at settlement.

### **4. PAYMENT OF THE PURCHASE PRICE**

- 4.1 The Purchase Price shall be payable by the Buyer in the following manner:
  - (a) the Deposit which shall be paid to the Trustee in the manner set out in Item I of the Particulars.
  - (b) the Balance Purchase Price which shall be paid by the Buyer to the Seller by bank cheque on the Settlement Date as the Seller directs.
  - (c) If both of the following apply:
    - (1) The sale is not an excluded transaction under Section 14-215 of the Withholding Law
    - (2) The Seller has not given the buyer on or before settlement for each person comprising the Seller either:
      - a. An ATO Clearance Certificate; or
      - b. A variation notice under Section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT withholding Amount to nil,

Then

- (3) For clause 4.1(b), the seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Deputy Commissioner of Taxation or, if the Buyer's solicitor requests, the Buyer's Solicitor's Trust Account
  - (4) The Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the Australian Taxation Office for each person comprising the buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement
  - (5) The Seller must return the bank cheque in paragraph 4.1(c)(3) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the buyer) at settlement; and
  - (6) The Buyer must pay the CGT Withholding Amount to the Commissioner of Taxation 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.
- (d) For clause 4.1(c) 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:
    - (1) The Property includes items in addition to the Lot and Improvements; and

- (2) No later than two business days prior to 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 land and improvements will be as stated in the valuation.

## **5. DEPOSIT**

- 5.1 The Buyer must pay the Deposit to the Trustee in the manner specified in Item I of the Particulars.
- 5.2 The Buyer will be in substantial breach if it:
- (a) does not pay the Deposit when required;
  - (b) pays the Deposit by post dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- 5.3 The Seller and the Buyer hereby authorise the Trustee to invest the Deposit in an interest bearing account in an Australian bank. The Trustee is under no obligation to make such investment and has the unfettered discretion as to whether any investment is made, provided that if any investment is made then any interest thereon will be paid to:
- (a) if this Contract settles: equally between the seller and the buyer
  - (b) if this Contract is terminated without fault by the Buyer: the Buyer; and
  - (c) if this Contract is terminated owing to the Buyers default: the Seller
- 5.4 The Deposit is invested at the risk of the party who is entitled to it. The Trustee is not liable for any loss to any parties in consequence of such investment. The parties authorise the Trustee to prepare and lodge any taxation returns necessary in respect of the Deposit and interest earned and to pay any tax assessed and the cost of preparing returns out of the interest. The parties indemnify the Trustee against any taxation assessed in respect of that interest. The Parties irrevocably direct and authorise the Trustee to deduct any professional fees and outlays for handling and managing the Deposit from the Deposit and any interest earned thereon.
- 5.5 The parties must provide their tax file numbers to the Trustee. The Trustee is under no obligation to invest the Deposit if the tax file number of any party is not provided.
- 5.6 The Buyer may pay all or any part of the deposit by Bank Guarantee. Any Bank Guarantee must be in a form approved by the Seller in its total discretion and must be unlimited as to time. To satisfy the requirements of this clause any Bank Guarantee must be:
- (a) issued by a bank licensed to trade in Australia, or another financial institution acceptable to the Seller;
  - (b) have a face value equal to the amount of the deposit to be paid;
  - (c) be issued in favour of the Trustee (as Favouree as opposed to specifying the Seller as favouree);
  - (d) specify the consideration for the issue of the Bank Guarantee as the Seller dispensing with the requirement to pay a cash deposit (as opposed to the Trustee dispensing with such requirements);
  - (e) require the issuer of the Bank Guarantee, upon demand by the Seller's solicitors and without reference to the Buyer to pay to the Trustee the face value of the instrument;

- (f) specify the parties to the Contract as Seller and Buyer (and no third party) and identify that the Bank Guarantee relates to this Contract and the sale made thereunder; and
  - (g) be unconditional, irrevocable and unlimited as to time.
- 5.7 The Trustee shall be obliged to make demand on the Bank Guarantee if required by the Seller. The Buyer indemnifies the Trustee in respect of all demands made against it or by it in respect of the Bank Guarantee.
- 5.8 The Trustee may make demand on the Bank Guarantee, and the Seller may require the Trustee to make demand on the Bank Guarantee if:
- (a) the Seller terminates the Contract and elects to forfeit the Deposit; or
  - (b) without any obligation to do so, the Seller accepts a Bank Guarantee limited as to time, and the expiry date of such Bank Guarantee is less than one month from the date on which the Bank Guarantee is to be called upon.
- 5.9 The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.
- 5.10 The Seller is not obliged to accept a deposit bond, undertaking or other security from an insurer as a deposit under this Contract.

## **6. SETTLEMENT**

- 6.1 Settlement shall be effected on the Settlement Date at Bribie Island or such other venue as nominated by the Sellers Solicitors between the hours of 9.00 am and 5.00 pm.
- 6.2 The Seller shall provide:
- (a) vacant possession of the Lot;
  - (b) the Transfer Documents for the Lot signed by the Seller;
  - (c) any instrument of title to the Lot; and
  - (d) a duly executed release of any of any mortgage of the Lot.
- 6.3 Upon tender by the Buyer of the Balance Purchase Price, the Buyer hereby irrevocably authorises and directs the Trustee to release the Deposit to the Seller.
- 6.4 If the Deposit has been paid by way of Bank Guarantee, the Buyer may request return of the original Bank Guarantee at Settlement, in which case, the Deposit shall not be deducted from the Purchase Price at Settlement.
- 6.5 Upon settlement the Seller shall make available to the Buyer, either at the Lot, the Agent's office or at Settlement all keys, codes or devices in the Seller's possession or control for all locks and security systems for the Lot.
- 6.6 Despite any other term, the Seller may extend the Settlement Date more than once, to 5 days after it gives written notice to the Buyer that a Final Certificate / Certificate of Classification has issued. The Buyer acknowledges that this clause is required as it is possible for the Scheme to be physically and substantially completed but outstanding administrative requirements may prevent the issuing of a Final Certificate / Certificate of Classification.

6.7 Despite any other term, Settlement must not take place earlier than 14 days after the date the Seller gives written advice to the Buyer that the Scheme has been established or changed (if not established as at the Contract Date).

## **7. TRANSFER DOCUMENTS**

7.1 The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.

7.2 If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the place for settlement for stamping before Settlement.

7.3 The Seller may at its option prepare the Transfer Documents. If it elects to do so, the Buyer shall notify the Seller of any objections it has to the Transfer Documents and their execution prior to Settlement, failing which the Buyer shall be deemed to accept them.

## **8. BUILDING MATTERS**

8.1 The Seller shall procure construction of the Lot substantially in accordance with the Disclosure Plan and Specifications and otherwise in accordance with all relevant laws. Sealing of the Plan, issue of a Certificate of Classification and registration of the Plan by the Department of Natural Resources shall be deemed due compliance with this clause.

8.2 The Seller may make Minor Variations in its discretion as a result of requirements of the Local Authority, contractors, consultants and the Builder and standard building practices, including but not limited to:

- (a) Minor Variations in the Plan and the Specifications.
- (b) the size, location or appearance of the Building or Common Property.
- (c) the configuration, position or layout of the Lot, and any other lots in the Scheme.
- (d) substitution of any of the materials, fittings, fixtures or chattels described in the Specifications provided that such other materials are of a similar or better quality.
- (e) any other variations, alterations or substitutions that do not materially prejudice the Buyer.
- (f) the size, layout, design of all other lots and Common Property on the Land.
- (g) changing the position and size of car parks, whether as part of the lot or exclusive use.

8.3 The Buyer acknowledges that:

- (a) the Seller expects to engage a builder to complete the Building and the Scheme and the Seller's contract with a builder will contain similar terms;
- (b) it is common for on site building conditions to vary from those anticipated during the design phase;
- (c) changes to the initial design are often required to comply with the requirements of Local Authorities and/or standard building practices;
- (d) the Seller is not the builder of the Building or Scheme and such alterations are legitimate given the difficulties experienced in the construction phase;

- (e) Although part of the Purchase Price includes an amount for the construction of the Building Works this contract is not a Building Contract;
  - (f) The seller is not and will not be carrying out the Building Works;
  - (g) The Building Works are being or will be carried out by the Builder under a separate contract which is a building contract;
  - (h) Building Works may still be occurring after settlement of this Contract and the Buyer shall not object nor raise any complaint in relation to any continuing work;
  - (i) The Buyer has made its own enquiries and satisfied itself in relation to the Building Works and the fitness or suitability of the Building Works for any particular purpose of the Buyer; and
  - (j) The Seller is not liable for any act or omission or negligence of the Builder or its employees, agents or contractors in connection with the construction of the Building Works including Defects or any failure by the Builder to rectify defects
- 8.4 The Buyer acknowledges that all measurements and areas on the Plan and Specifications are estimates only and are subject to final construction and survey.
- 8.5 The Buyer has no right to terminate this Contract or claim compensation as a result of any Minor Defects or Minor Variation in measurements provided that the area of the Lot does not materially change, save for car parks which may be reduced in area provided the number of car parks is not reduced. The Buyer acknowledges that this clause is reasonably required by the Seller and has been inserted as:
- (a) the Seller expects to engage a builder to complete the Building and the Scheme and the Seller's contract will contain provisions which will allow the builder make Minor Variations;
  - (b) surveyor's requirements may make it necessary to make such variations;
  - (c) the survey of the Building or Scheme as it has been constructed may vary based on the different measurement fundamentals used;
  - (d) the Seller is not the builder of the Building or the Scheme and such alterations are beyond its control;
  - (e) the Seller's financier will reasonably expect a certain number of unconditional contracts in order to provide funding for the construction of the Scheme;
  - (f) the Seller does not expect to receive any compensation under any contract entered into with a builder; and
  - (g) a variation of 5% is widely accepted as an industry standard.
- 8.6 The Buyer may claim compensation from the Seller if there is a variation to the Lot which results in the Buyer being materially prejudiced.
- 8.7 To claim compensation from the Seller under this clause, the Buyer must notify the Seller in writing of its intention to seek compensation. The Seller will have the option to terminate the contract if the Buyer notifies that it will claim compensation.
- 8.8 The Seller may agree to pay compensation at an amount agreed between the parties. Where an amount of compensation cannot be agreed between the parties under this clause, the amount shall be determined by a licensed quantity surveyor appointed by the Architect.



- 8.9 The Buyer may not withhold any part of the Balance Purchase Price on account of any matters relating to the Lot or the Building but must rely on its rights under the following Clause. The Buyer acknowledges that:
- (a) it is reasonably necessary to protect the legitimate interests of the Seller;
  - (b) the Seller will be obtaining construction finance on the basis that the full Balance Purchase Price is obtained at Settlement;
  - (c) any dispute relating to the Lot or Building is most appropriately dealt with after Settlement has occurred; and
  - (d) it will receive the full benefit of the defects liability provisions of the Seller's contract with the builder.
- 8.10 The Seller gives notice to the Buyer that at Settlement:
- (a) An Approved Safety Switch for General Purpose Socket Outlets will be installed in the Lot; and
  - (b) A Compliant Smoke Alarm(s) will be installed in the Lot.

## **9. DEFECTS LIABILITY PERIOD**

- 9.1 The Seller shall ensure the Building is built by a registered builder.
- 9.2 The Seller shall ensure the Building Contract with the Builder includes a defects liability period of at least three (3) months from the date of practical completion of the Building whereby the Builder must remedy any defective work or materials in the Lot (other than minor settlement cracks, minor shrinkage, minor imperfections and natural characteristics) ("Defects").
- 9.3 The Seller may, in their absolute discretion:
- (a) assign to the Buyer from the Settlement Date its rights under the Building Contract in relation to any Defects in which case the Buyer is responsible for having the Builder remedy any Defect; or
  - (b) elect to use its reasonable endeavours to rectify any Defect within a reasonable time of receiving written notice from the Buyer and provided such notice is given within three (3) months of the date of practical completion of the Building.
- 9.4 The Seller will use its reasonable endeavours to ensure that the Builder rectifies any Defects in the Lot.
- 9.5 The Seller shall not be liable for any other Claims upon completion of all works to the Lot as notified up to the end of the defects liability period. The Buyer acknowledges that this clause is reasonably necessary to protect the rights of the Seller. All of the rights that the Seller has against the Builder are assigned to the Buyer by this Contract.
- 9.6 The Buyer acknowledges that all concrete surfaces will have minor cracks due to normal settlement and temperature changes and these are not defects. The Buyer also acknowledges that natural products may be used and these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration.

## **10. ADJUSTMENTS**

- 10.1 All Outgoings in respect of the Land or the Lot shall be borne and paid by the Seller up to and including date prior to registration of the Plan and thereafter shall be borne and paid by the Buyer and the same if necessary shall be apportioned between the Seller and the Buyer.
- 10.2 If a separate assessment of any Outgoing has not issued in respect of the Lot, such adjustment shall be made in the proportion which the contribution schedule entitlement of the Lot bears to the aggregate contribution schedule lot entitlement of all lots to which the Outgoing relates.
- 10.3 Despite the above Clause, if a separate assessment has not issued in relation to any insurance amount to be adjusted under this Contract, then such adjustment shall be made in the proportion to which the interest schedule entitlement of the Lot bears to the aggregate interest schedule lot entitlement of all lots to which the insurance relates.
- 10.4 Land tax shall be apportioned on the basis of the actual land tax the Seller is obliged to pay apportioned between any other land that may be included in any assessment on the basis of their respective taxable values and disregarding any statutory exemptions or thresholds.
- 10.5 Unless and until contributions to the Body Corporate are determined and levied, Outgoings paid by the Seller which would properly be the subject of such contributions when determined and levied shall be adjusted between the parties on the basis that the levies estimated in this Contract apply.
- 10.6 If the Buyer is not able to obtain a clearance from the relevant authority in respect of the Land or the Lot due to actual assessments in respect of any Outgoings for the Land or the Lot not having issued or having issued remain unpaid then the relevant Outgoing shall be adjusted between the parties on the basis that it has been paid and, if necessary, on the basis of the Seller's estimate of the Outgoing to be assessed, and the Buyer will accept an undertaking by the Seller (hereby given) that it will pay the same and the Buyer shall not be entitled to make any retention of the Purchase Price on account thereof or refuse to complete or delay Settlement.

## **11. DEFAULT**

- 11.1 Without limiting any other right or remedy of the parties including those under this Contract or any right at common law, 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 if the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this Contract.
- 11.2 If the Seller affirms this Contract it may sue the Buyer for:
- (a) damages;
  - (b) specific performance; or
  - (c) damages and specific performance.
- 11.3 If the Buyer affirms this Contract it may sue the Seller for:
- (a) damages;
  - (b) specific performance; or
  - (c) damages and specific performance.
- 11.4 If the Seller terminates this Contract it may do all or any of the following:
- (a) resume possession of the Property;

- (b) forfeit the Deposit and interest earned on its investment;
  - (c) sue the Buyer for damages; and
  - (d) resell the Property.
- 11.5 If the Buyer terminates this Contract it may do any of the following:
- (a) recover the Deposit and any interest earned (if any); and
  - (b) sue the Seller for damages.
- 11.6 The Seller may recover from the Buyer as liquidated damages:
- (a) any deficiency in price on a resale; and
  - (b) its expenses connected with this Contract, any repossession, any failed attempt to resell, and the resale.
- 11.7 Any profit on a resale belongs to the Seller.
- 11.8 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 any agent's commission.
- 11.9 If any money payable by the Buyer under this Contract is not paid when due, the Buyer must pay the Seller at Settlement interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made. The Seller may recover that interest from the Buyer as liquidated damages. Any judgement obtained by the Seller against the Buyer shall bear interest at the same rate from the date of judgement until payment.
- 11.10 The Seller is not in default of this Contract and is not in breach of any term of this Contract if the Seller is insolvent, commits an act of insolvency, has a receiver appointed, is placed into administration or liquidation or is otherwise deemed or considered to be insolvent.

## **12. TITLE**

- 12.1 The Buyer shall take title to the Lot subject to the Act and the following:
- (a) the lot entitlement and all matters contained in or endorsed upon or annexed to the Plan and Community Management Statement;
  - (b) the easements for access, support, shelter and services expressed or implied in favour of or against the owner of a Lot and all ancillary rights thereto by virtue of the Act;
  - (c) the By-Laws of the Body Corporate in force upon registration of the Plan and as added to, varied, repealed or amended subsequent thereto;
  - (d) all notifications, easements and restrictions (other than any mortgage) noted on the certificates of title to the Land and/or the certificate of title to the Lot when it issues under the Act and the Regulation Module;
  - (e) any transfer, lease, easement, occupation authority, licence or other right over the Common Property or any part thereof given to the Local Authority, the applicable electricity authority, Telstra, Queensland Electricity Commission or other statutory authority, or any other Purchaser of a lot or lots in the Scheme or any other person;
  - (f) any easement over the Land registered prior to registration of the Plan whether as part of the Common Property or the Lot;

- (g) any road dedication or other works required by the Local Authority;
- (h) easements for underground drainage, overland flow and access purposes as required over the existing and proposed underground stormwater pipe drainage system and the overland flow path traversing the site;
- (i) a Building Management Statement substantially in accordance with the draft contained in the Disclosure Statement (if any);
- (j) any easements or other encumbrances required by the Local Authority or otherwise required to complete the Seller's development of the Land; and
- (k) any easements and access rights through the Land in favour of any other land.

12.2 The Seller may mortgage the Land at any time.

12.3 If this Contract is an instalment contract under the *Property Law Act 1974 (Qld)*, then the Buyer consents to the Seller mortgaging or charging the Land (including the Lot) from time to time on terms and conditions that the Seller in their sole discretion determines. The Buyer acknowledges that this consent is a consent for the purposes of the *Property Law Act 1974 (Qld)*.

### **13. WARRANTIES**

13.1 The Buyer shall not deliver any requisitions or enquiries on title.

13.2 The Seller warrants that at Settlement:

- (a) it will be the registered owner of an estate in fee simple in the Lot; and
- (b) it will be capable of completing this Contract.

13.3 The Buyer shall not be entitled to make any objection, requisition or claim for compensation or damages or refuse to or delay completion in respect of or by reason of:

- (a) any boundary of the Land or Lot not being fenced as it is not reasonably necessary to complete the Scheme;
- (b) any buildings of adjoining owners encroaching on the Land or the Lot as it is not within the Seller's control;
- (c) the name chosen by the Seller for the Scheme;
- (d) any variation in the number of lots on the Plan, or the number size location or lot entitlement or permitted use of any lot on the Plan (including the Lot) or in or to the Common Property or rights in relation to the use thereof. The Buyer acknowledges that this clause is reasonably required by the Seller as:
  - (i) the Seller specifically requires the right to vary the Building and Scheme to increase yield and commercial viability;
  - (ii) the sale of management rights frequently require such amendments;
  - (iii) estimates of levies need to be accurate and updated accordingly; and
  - (iv) on site managers frequently require use of different areas of the Common Property for efficient operation of the Scheme

- (e) any Minor Variation in the Plan or the Specifications. The Buyer acknowledges that this clause is reasonably required by the Seller as:
  - (i) the Seller specifically requires the right to vary the Building and Scheme to increase yield and commercial viability;
  - (ii) the sale of management rights frequently require such amendments;
  - (iii) estimates of levies need to be accurate and updated accordingly; and
  - (iv) on site managers frequently require use of different areas of the Common Property for efficient operation of the Scheme
- (f) the By-Laws of the Body Corporate being amended subsequent to it's registration as set out in the Community Management Statement in such other manner as the Seller may in its sole discretion deem desirable. The Buyer acknowledges that this clause is reasonably required by the Seller as:
  - (i) it is required to comply with requirements of Local Authorities;
  - (ii) from time to time the Scheme requires practical changes to be made; and
  - (iii) caretakers and letting agents of the Scheme from time to time require changes for the practical and efficient running of the Scheme.
- (g) the existence or passage through or on the Land or Lot, or any adjoining property, of mains, pipes, wires or connections or any water, sewerage, drainage, gas, electricity, telephone, security or other system or service whether protected by easement or otherwise. The Buyer acknowledges that allowances for these are made under the Building Code of Australia and installation is practically required for the Scheme and installed in accordance with the Building Code of Australia and the requirements of the Local Authority.
- (h) the Department of Natural Resources allotting a different number or numbers from the Lot number or numbers allotted by this Contract to the Lot on registration of the Plan;
- (i) the numbering, size or location of any car space, whether as part of the Lot or as exclusive use. The Buyer acknowledges that this clause is reasonably required to assist the surveyor and Department of Natural Resources in registering the Scheme and that all carparks will be not be smaller than the minimum size prescribed by the Local Authority;
- (j) any exclusive use rights, occupation authority or special rights given over the Common Property to any other party. This is to assist in the efficient and proper operation and maintenance of the Scheme;
- (k) any continuing Building Works or construction occurring on the Land.

#### **14. BODY CORPORATE**

- 14.1 The Seller must ensure that prior to Settlement the Community Management Statement recorded for the Scheme is substantially similar to the Community Management Statement contained in the Disclosure Statement.
- 14.2 The Seller has estimated the costs to the owner of each lot in the Scheme in respect of the administration fund levy and sinking fund levy for the first year of the operation of the Body Corporate. That estimate is set out in the proposed budget contained in the Disclosure Statement. The Seller does not warrant that the proposed budget is accurate and is not liable to the Buyer if the Body Corporate adopts a budget different from that proposed by the Seller.

- 14.3 Following recording of the Community Management Statement the Seller may cause the Body Corporate to enter into the following agreements:
- (a) an agreement with a Body Corporate Manager on similar terms disclosed in the Disclosure Statement with variations as the Seller may determine;
  - (b) a letting agreement on similar terms disclosed in the Disclosure Statement with variations as the Seller may determine;
  - (c) agreements with the service contractors (if any) disclosed in the Disclosure Statement on similar terms disclosed in the Disclosure Statement with variations as the Seller may determine;
  - (d) a caretaking agreement on similar terms disclosed in the Disclosure Statement with variations as the Seller may determine;
  - (e) agreements with suppliers of services, including without limitation, internet, gas, electricity and hot water; and
  - (f) any other agreements to enable the Body Corporate to carry out its function as a Body Corporate.
- 14.4 The Buyer agrees that any consideration paid to cause the Body Corporate to enter any of the agreements referred to above will belong to the Seller absolutely.
- 14.5 The Buyer acknowledges:
- (a) the Seller may allocate to other owners of lots exclusive use, occupation authorities, or special rights over various parts of the Common Property.
  - (b) such allocations will include the occupation authorities referred to in the Disclosure Statement in favour of the proposed caretaker and letting agent; and
  - (c) that it shall not be materially prejudiced by any allocation of exclusive use, occupation authority, or special rights provided that access to the Lot is not directly affected.
- 14.6 Where an easement, lease, licence or other right over any part of the Common Property or a Lot is required by the Local Authority or other authority with appropriate jurisdiction or is considered necessary by the Seller for the provision of services for the benefit of the Body Corporate or any lot in the Scheme:
- (a) the Seller may do all things necessary to grant the easement, lease, licence or other right including, for example, holding a meeting of the Body Corporate at which it exercises the power of attorney or proxy referred to in this Contract;
  - (b) the Buyer may not make any objection, requisition or claim for compensation as a result of the grant of easement, lease, licence or other right; and
  - (c) the fact that the easement, lease, licence or other right may not then be registered in DERM is not to delay Settlement.

## **15. CHATTELS**

- 15.1 This sale includes the chattels (if any) listed in the Specifications. Ownership of those chattels will pass to the Buyer on the Settlement Date free from all encumbrances and adverse claims. Where any of the chattels described in the Specifications are not available or are otherwise not obtained by the Seller for inclusion in the Lot, the Buyer shall take no objection to, nor make any claims in respect of, the Seller including in the Lot such replacement chattels of a similar type of and of a standard not less than those described in the Specifications.

15.2 The Seller hereby assigns (so far as it is able to do so) to the Buyer from the Settlement Date, the benefit of any manufacturers' warranties given in favour of the Seller with respect to the chattels. Any acts necessary to perfect the assignment shall be undertaken by the Buyer at the Buyer's cost and expense.

15.3 The chattels are at the risk of the Seller until Settlement.

## **16. APPOINTMENT OF PROXY**

16.1 The Buyer appoints the Seller (including a nominee of the Seller) as the proxy of the Buyer to vote at a general meeting of the Body Corporate on the following matters:

- (a) the engagement of a person as a Body Corporate Manager or service contractor or authorising a person as a letting agent if the details of the engagement or authorisation were disclosed to the Buyer before the Buyer entered into this Contract;
- (b) authorising a service contractor or letting agent to use a part of the Common Property;
- (c) consenting to the recording of a new Community Management Statement to include any new By-Law reasonably required by the Seller;
- (d) all matters detailed in the Disclosure Statement; and
- (e) consenting to the recording of a new Community Management Statement to include details not inconsistent with the matters contained in this Contract. This proxy is irrevocable for a period of one (1) year after the Community Titles Scheme is established.

16.2 The Buyer agrees to ratify and confirm any action taken by the Seller to vote at meetings of the Body Corporate using this proxy.

16.3 While this proxy remains in force the Buyer must not transfer or assign the Lot other than to a transferee or assignee who has first agreed to be bound by the provisions of this Clause and who has executed a proxy in favour of the Seller in the same terms as this Clause.

16.4 The Buyer shall execute and deliver to the Seller at Settlement the proxy form contained in the Disclosure Statement.

## **17. POWER OF ATTORNEY**

17.1 The Buyer irrevocably appoints the Seller and the directors of the Seller jointly and severally as the attorneys of the Buyer to perform, to the exclusion of the Buyer, the following acts:

- (a) attend and/or vote in the name of the Buyer at meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to in the below Clause 17.2;
- (b) complete, sign and lodge a voting paper or other document (including a corporate owner nominee appointment form or representative appointment form and any notice under the Regulation Module) to allow the Seller to vote in the name of the Buyer at all meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to below; or
- (c) complete, sign and lodge any written consent as may be required to pass any exclusive use by laws to allocate exclusive use areas in the Scheme, consequent upon the establishment of a new Scheme.

17.2 The motions or resolutions in respect of which the Seller is appointed the attorney of the Buyer to the exclusion of the Buyer are the following;



- (a) consent to the recording of a new Community Management Statement to facilitate the development of the Scheme and the Land identified in this Contract and all alterations, modifications or adjustments (including adjustment of the contribution schedule lot entitlements and the interest schedule lot entitlements and the creation of additional Common Property) which are necessary for the Seller to develop the Land;
- (b) the re-subdivision of any lot owned by the Seller in the Scheme to create additional lots and Common Property;
- (c) consent to the recording of a new Community Management Statement to implement the development of the Scheme and the Land proposed by this Contract or the Community Management Statement currently in force;
- (d) consent to the recording of a new Community Management Statement to record allocations under any exclusive use bylaw or to record any additional or replacement exclusive use bylaw to allocate exclusive use areas in the Scheme;
- (e) consent to the affixing of the seal of the body corporate to all forms required to be lodged in the Department of Natural Resources;
- (f) consent to the grant of any easement, lease, licence or occupation authority referred to in this Contract;
- (g) consent to any appeal to any Court deemed appropriate by the Body Corporate;
- (h) the engagement of a person as a Body Corporate manager or service contractor, or authorising a person as a letting agent including the engagement of the Body Corporate manager and the engagement and the authorisation of a manager as disclosed in this Contract;
- (i) the fixing, adoption, variation or ratification of budgets or contributions to be levied by the Body Corporate;
- (j) the composition and/or election of the members of the committee of the Body Corporate;
- (k) a proposal that there shall be no prohibition or restriction on the use of proxies by the original owner;
- (l) an application to be made for an order of an adjudicator under the Act;
- (m) any appeals to be lodged pursuant to the Act;
- (n) the commencement of a proceeding pursuant to the Act;
- (o) the issue of an authorisation to the owner of a lot (including the original owner) to make any improvement contemplated under the Regulation Module including the installation, erection and /or construction of air conditioning equipment, enclosing of carports, construction and installation of storage areas, pergolas, fencing, screening, shutters, security devices or any other associated apparatus and awnings;
- (p) the exercise of any right of the Seller under this Contract;
- (q) any acts or things required of the Body Corporate; or
- (r) to elect or appoint Committee Members and Body Corporate Representatives to any Principal Body Corporate.

17.3 The Buyer agrees to ratify and confirm all the Acts, Deeds and things done or performed under this Power of Attorney.

- 17.4 While this Power of Attorney remains in force, the Buyer must not transfer or assign the Lot other than to a transferee or assignee who has first agreed to be bound by the provisions of this Clause and who has executed a Power of Attorney in favour of the Seller and its directors in the same terms as this Clause.
- 17.5 If for any reason the Seller is unable to exercise the rights granted to it by this Clause the Buyer must exercise its rights to vote as the Seller directs but only in relation to the matters set out in the Power of Attorney contained in the Disclosure Statement.
- 17.6 This clause 17 operates as a Deed.

## **18. SELLERS RIGHT TO TERMINATE**

- 18.1 The Seller may terminate this Contract at any time and at its sole discretion, by written notice to the Buyer, if:
- (a) any Local Authority approval is not given or is revoked or changed;
  - (b) any Local Authority approval contains a condition which the Seller is unable or unwilling to comply with;
  - (c) the Buyer, being an individual:
    - (i) dies;
    - (ii) becomes bankrupt;
    - (iii) is sentenced to imprisonment for a term exceeding 1 month; or
    - (iv) is found unable to manage their affairs by reason of unsoundness of mind;
  - (d) the Buyer, being a company:
    - (i) is ordered to be wound up or is placed into provisional liquidation;
    - (ii) enters into a scheme of arrangement for the benefit of creditors;
    - (iii) resolves to go into liquidation; or
    - (iv) is put in the control of an administrator, a liquidator, receiver and/or manager or an agent of a mortgagee;
  - (e) the Guarantors fail to give the guarantees required by this Contract;
  - (f) the Seller at any time does not in its sole discretion obtain a satisfactory number of contracts for sale of other proposed lots;
  - (g) the Seller at any time gives notice that it will not be proceeding with the development of the Land as contemplated by the plans contained in the Disclosure Statement;
  - (h) the Seller at any time does not in its sole discretion believe that it can obtain a satisfactory profit margin on the development in all the circumstances applicable at the time of termination;
  - (i) the Seller is unable to become the registered owner of the proposed lot;
  - (j) the building/lot is destroyed or substantially damaged before settlement.

- 18.2 The Buyer acknowledges that there is a significant imbalance in the risk involved between it and the Seller and that this clause is reasonably required to protect the interests of the Seller as:
- (a) the development of the Scheme involves considerable risk to the Seller;
  - (b) the Seller has committed considerable resources to the development of the Scheme;
  - (c) the Seller has devoted considerable time and effort;
  - (d) the Seller's financier will require a satisfactory number of contracts in order to provide funding to develop the Scheme;
  - (e) the Seller is entitled to expect a reasonable return for their investment and effort.
- 18.3 If this Contract is terminated under this Clause then the Trustee must refund the Deposit to the Buyer and this Contract shall be at an end and neither party shall have any claim against the other save for any antecedent breach.
- 18.4 It is expressly acknowledged by the Buyer that it accepts that the Seller is under no obligation to create the Lot and a refund of any Deposit is in full discharge of any claim the Buyer may have against the Seller.

## **19. STATUTORY NOTICES**

- 19.1 The Buyer acknowledges that prior to executing this Contract it has received from the Seller and has duly executed (where necessary) the following:
- (a) a Disclosure Statement complying with the provisions of Section 213 of the Act;
  - (b) a Statement in relation to the Power of Attorney set out in Clause 17;
  - (c) all statements, directions and warnings required by the *Property Occupations Act*.
- 19.2 The Buyer is deemed to have read the Disclosure Statement and this Contract before it signed the Contract and any information disclosed in the Disclosure Statement and this Contract is deemed to be disclosed to the Buyer before the Buyer enters into this Contract.

## **20. RIGHTS AFTER SETTLEMENT**

- 20.1 Despite Settlement and registration of the Transfer Documents, any term of this Contract that can take effect after settlement or registration remains in force.

## **21. SALE OF OTHER LOTS**

- 21.1 The Buyer acknowledges that the Lot will form part of a complex developed by the Seller for sale and hereby consents to the methods used by the Seller in its efforts to sell the remaining lots on the Land including but without limiting the generality of the foregoing, use of signs, use of Common Property and the maintenance of a display unit, provided that in such sales efforts the Seller shall display at all times reasonable consideration for the comfort and convenience of the Buyer.

## **22. SELLER'S RIGHT OF ASSIGNMENT**

- 22.1 The Seller shall have the right at any time prior to the Settlement Date to transfer or assign its interest in the Land or the Lot or this Contract provided that it does not cause detriment to the Buyer (acting reasonably) and upon receipt by the Buyer of notice of such transfer or assignment the Buyer acknowledges and agrees that the terms and conditions hereunder shall remain binding upon the Buyer and the Guarantors and shall be enforceable against the Buyer and the Guarantors by the

assignee or transferee of the Seller's interest as if the assignee or transferee were the Seller named herein.

- 22.2 Should Clause 22.1 apply the Buyer shall execute a deed of novation with the original Seller and the new Seller under which the new Seller shall agree to be bound by the Seller's obligations under the Contract and the Buyer releases the original Seller from those obligations. The Buyer shall waive any cooling-off period that comes into effect as a result of the novation, however the new Seller shall provide updated Disclosure prior to the deed of novation being executed.

## **23. DIRECTOR'S GUARANTEES**

- 23.1 In the event that the Buyer is a company or trustee, this Contract shall not be deemed to be final and binding upon the Seller and shall be voidable at the option of the Seller unless and until the form of Guarantee contained in Schedule 1 has been executed as a deed by the directors and principal shareholders of the Buyer or trustee, but notwithstanding that such Guarantee has not been executed this Contract shall be final and binding upon the Buyer. This clause has been inserted for the sole benefit of the Seller.
- 23.2 In the case where the original Buyer hereunder is the trustee of a trust the Buyer shall disclose the fact to the Seller prior to the execution of this Contract by the Seller and shall also provide the Seller with any other information which the Seller may require relating to the financial standing of the trust and in the absence of any such disclosure the Buyer shall be deemed to have purchased the property both in its own right and for the trust.

## **24. NAME OF DEVELOPMENT**

- 24.1 The Buyer acknowledges that the Seller shall be entitled to select any name for the development and Body Corporate of its own choosing, at any time, and to alter the same to another name, from time to time.

## **25. CAVEATS**

- 25.1 Neither the Buyer nor any agent nor any other Buyer on behalf of the person shall lodge a caveat affecting the Land.

## **26. CONTRACT EXECUTED AS A DEED**

- 26.1 Each party unconditionally signs, seals and delivers this Contract as a deed when executing this Contract so that the party has an intention to be immediately legally bound by this Contract.

## **27. EXCLUSIVE USES**

- 27.1 The Seller shall include any proposed car space, courtyard or similar area marked on the plans contained in Schedule 1 of the Disclosure Statement as part of the Lot or as an exclusive use subject to the next clause.
- 27.2 The Seller may elect to grant exclusive use of any car space, courtyard or other area designated as part of the Lot and in that event shall take all reasonable steps prior to and after the Settlement Date to ensure that the By-Laws will grant to the owner for the time being of the Lot the exclusive use for such areas and the Buyer hereby consents to the making of such By-Laws and acknowledges that it will not be materially prejudiced by any such variation caused by any new Community Management Statement including such amended By-Laws. The Buyer shall raise no objection should such new Community Management Statement not be registered as at the Settlement Date. The Seller may substitute car space areas provided that a similar size car space area is provided. The Buyer acknowledges that this clause is reasonably required by the Seller as:

- (a) it is required to comply with requirements of Local Authorities;

- (b) from time to time the Scheme requires practical changes to be made; and
- (c) caretakers and letting agents of the Scheme from time to time require changes for the practical and efficient running of the Scheme;

27.3 Subject to this Clause, the Seller may at any time up to and including the date of termination of the Power of Attorney provided herein, cause the Body Corporate to grant rights of exclusive use to the owner for the time being of other lots in respect of any part of the Common Property, including areas for car spaces and courtyards, as well as occupation authorities and special rights and any moneys paid to the Seller shall belong to the Seller.

27.4 The Seller as original owner may allocate exclusive use of any car parking space or courtyard area to the owner for the time being of the Lot and shall make such allocation within 12 months after the recording of the Community Management Statement and give details of the allocation to the Body Corporate. For the purposes of the Act, the Buyer agrees to the allocation made.

## **28. RISK**

28.1 The Lot shall be at the risk of the Seller until Settlement.

## **29. FOREIGN INVESTMENT REVIEW BOARD**

29.1 Unless disclosed in item L of the Particulars, the Buyer warrants that:

- (a) the Buyer is not a Foreign Person; or
- (b) the Buyer may enter into this Contract and complete the purchase without obtaining approval from the Foreign Investment Review Board or that such consents or approvals as necessary have been given.

29.2 If the Buyer has disclosed that it is a Foreign Person, then this Contract is subject to the consent of the Treasurer and the following provisions apply:

- (a) the Buyer must give to the Seller a statement showing the names, citizenship and ordinary residence of the Buyer and such other information and documentation reasonably required by the Seller;
- (b) the Buyer must make application for such consent within 14 days of the Contract Date, or in default the Seller may make such application; and
- (c) if the consent is refused or is not obtained by the date that is 45 days from the Contract Date then the Seller may terminate this Contract and the Deposit shall be refunded to the Buyer.

29.3 The Buyer must do all things necessary to obtain the approval.

29.4 At the time of signing this Contract, the Buyer must disclose in the relevant item of the Particulars its status in terms of the Foreign Acquisitions and Takeovers Act. If the Buyer is a company and/or a Trustee the Buyer must also provide to the Seller at the time of signing this Contract the names and addresses of the principal shareholders and/or beneficiaries. The Buyer warrants the accuracy of all information provided.

29.5 The Seller may elect to apply to the Treasurer for blanket approval to exempt foreign buyers from individually applying for Foreign Investment Review Board Approval ("Blanket Approval"). If the Seller makes such an election the Seller will provide a copy of the Blanket Approval to any person who has disclosed that they are a Foreign Person, and this Contract will not be subject to such person obtaining Foreign Investment Review Board Approval.

### **30. GST**

- 30.1 The Purchase Price is inclusive of GST (if any).
- 30.2 The Seller and the Buyer agree that the Seller shall apply the Margin Scheme as defined in Division 75 of the GST Act for any Supply provided by this Contract.

### **31. REGISTRATION OF PLAN**

- 31.1 If the registration of the Plan and the Community Management Statement is delayed due to:
- (a) delay in the completion of the Building by reason of unfavourable weather conditions, act of nature, explosion, civil commotion, industrial disputes, material or labour shortages;
  - (b) disputes with neighbouring owners;
  - (c) delays in obtaining Local Authority approval for any matter required for the development;
  - (d) anything else which gives the Seller's builder a right to an extension under it's Building Contract; or
  - (e) inability to obtain sufficient presales or construction finance;
  - (f) anything else beyond the Seller's control, as notified by it in writing.

then the Seller may at any time extend the Sunset Date by the period of the delay as notified by it in writing. The Seller may extend the Registration Date under this clause 31 on more than one occasion however the extended date must not exceed the date that is five and a half years from the Contract Date. A reference to Sunset Date in this Contract must be read as a reference to the latest extended Sunset Date.

- 31.2 If the Plan and the Community Management Statement have not registered by the Sunset Date (as extended under clause 31.1), then the Buyer or the Seller may terminate this Contract and all moneys paid by the Buyer shall be refunded to the Buyer and neither party shall have any claim against the other by reason of that termination.

### **32. VARIATIONS TO THE DEVELOPMENT**

- 32.1 The Buyer acknowledges that the demands of prospective buyers may be such as to necessitate a change in the design, layout, number, size or positioning of the other lots to be created from the Land.
- 32.2 The Seller may change the design, layout, number, size or position of such lots in the development including the addition or removal of floors, carparks or services to or from the Building provided that the Lot retains the same amount of carparks and services. The Buyer acknowledges that this clause is reasonably required to protect the legitimate interests of the Seller to sell different lots to different buyers and will cause no detriment to the Lot.
- 32.3 The Buyer may not object to any alteration made under this Clause.

### **33. DIVIDING FENCES**

- 33.1 The Seller is not liable to contribute to the construction of a dividing fence along any Lot and any adjoining land.

### **34. BUYER AS TRUSTEE**

- 34.1 If the Buyer is a trustee (whether or not disclosed in this Contract) the Buyer is bound under this Contract both personally and in its capacity as trustee.

34.2 The Buyer warrants to the Seller that:

- (a) it is the sole trustee under the relevant trust;
- (b) it will disclose fully to the Seller the terms of the trust on request;
- (c) it possesses unqualified power under the trust to enter into this Contract to complete the purchase of the Lot;
- (d) any consent, approval or resolution necessary to enable it to enter and discharge its obligations under this Contract have been obtained or passed;
- (e) it holds its interest under this Contract :
  - (i) in the proper exercise of its power under the trust; and
  - (ii) for the benefit of the beneficiaries or objects of the trust;
- (f) nothing referred to in clause 34.3 occurred prior to it entering into this Contract except as disclosed in writing to the Seller.

34.3 The Buyer must ensure that between the:

- (a) date of this Contract; and
- (b) final discharge of its obligations under this Contract,

any of the following events do not occur without the Seller's written consent (that consent not to be unreasonably withheld):

- (a) amendment or revocation of the trust;
- (b) removal or retirement of the Buyer as trustee;
- (c) appointment of a new or additional trustee;
- (d) use of the trust assets for a beneficiary's own or an object's own purposes, unless pursuant to the terms of the trust;
- (e) distribution, resettlement or transfer of the trust assets;
- (f) anything that might result in the trustee's entitlement to indemnity from the trust assets or the beneficiaries being diminished;
- (g) acceleration of the vesting date or the termination of the trust; or
- (h) the Buyer as Trustee:
  - (i) incurring a debt;
  - (ii) lending money;
  - (iii) giving a guarantee or indemnity;
  - (iv) encumbering a trust asset;
  - (v) mixing trust assets;



- (vi) compromising a claim in relation to any trust asset;
- (vii) parting with possession of a trust asset;
- (viii) delegating any of its trustee's powers or;
- (ix) increasing its trustee remuneration

other than in the proper exercise of its duties under the Trust.

## **35. PRIVACY AND PERSONAL INFORMATION**

- 35.1 The Seller's policy is to comply fully with the requirements for the handling of personal information as set out in the *Privacy Act 1988 (Cth)* (as amended).
- 35.2 The Seller will provide to the Buyer, on request, access to the Buyer's personal information.
- 35.3 The Seller uses the Buyer's personal information for the purposes of providing the Seller's products and services to the Buyer, improving and marketing the Seller's products and services generally, and obtaining finance. The Seller may use the information to make further contact with the Buyer for the purposes of providing the Buyer with information on the Seller's range of products and services.
- 35.4 The Seller may disclose the Buyer's personal information as may be required to the Seller's consultants, related companies, contractors, financiers, credit providers, insurers, marketing agents, sales agents and staff and to any caretaker or letting agent proposed to be appointed or to any government body charged with the responsibility of recording transactions relating to the transfer of land.
- 35.5 The Seller may also disclose to a credit reporting agency pursuant to the *Privacy Act 1988 (Cth)* personal information relation to any application for finance or credit that the Buyer may make through or with the assistance of the Seller.
- 35.6 The Buyer hereby consents to the Seller using the Buyer's personal information in the Seller's absolute discretion, for the purposes, uses, and disclosures described in this clause 35, or in the Seller's opinion related to those purposes, and acknowledges that in providing consent to the disclosure and use of the Buyer's personal information, that such information may be utilised for any other authorised purpose under the *Privacy Act 1988 (Cth)*.

## **36. FACILITIES**

- 36.1 The Buyer acknowledges that the Facilities may be:
- (a) located on Common Property for the Scheme;
  - (b) the subject of allocations made by the Seller or subject to agreements in relation to the Facilities or encumbrances;
  - (c) available for the use and benefit of owners as the Seller determines;
  - (d) constructed progressively and not be operational at Settlement; and
  - (e) maintained by and at the costs of the Body Corporate for the Scheme (subject to the terms of any allocations or exclusive use by-laws in the Community Management Statement or terms of applicable agreements or encumbrances).
- 36.2 The Buyer must not make any claim for compensation or damages or refuse to perform or purport to terminate this Contract because:

- (a) Facilities may be enjoyed by some Owners or in conjunction with or to the exclusion of some or all other Owners;
- (b) an authorised allocation made by the Seller is made on conditions including that the relevant Owner meet liabilities for the allocated area;
- (c) the Body Corporate for the Scheme is obliged to meet the costs (whether in whole or in part) of maintenance and repair of any Facilities; or
- (d) Facilities not being operational or available at Settlement.

The Buyer releases the Seller from any claim arising out of or in connection with the matters referred to in clauses 36.1 or 36.2.

### **37. BUYER WARRANTIES**

37.1 The Buyer represents and warrants that:

- (a) it has full power and capacity to enter into this Contract;
- (b) it has the financial capacity to perform its obligations;
- (c) it does not require the consent of any third party to this Contract or to perform its obligations;
- (d) they are aware of the rights given to purchasers by the Act;
- (e) that any alteration, variation or matter referred to in clause 13 of this Contract will not materially prejudice their position and the Buyer agrees to be bound by any such matters or alterations;
- (f) it has not relied on or been induced to enter into this Contract by any representation or warranty made by the Seller, a consultant of the Seller, an agent of the Seller or any other person other than as expressly set out in this Contract;
- (g) it has relied on its own independent investigations and enquiries about the Scheme, the development and the Lot in entering into this Contract;
- (h) it has had the opportunity to obtain independent legal, financial, taxation and accounting advice in relation to the Lot and this Contract; and
- (i) the Buyer was not introduced to the lot by any person other than the Agent.

37.2 The Buyer agrees that information in brochures, models or other material of any description in connection with the sale of the Lot are indicative only and are not to be relied on or if relied on, the Buyer acknowledges that it elects to do so at its own risk and with full understanding that the Lot and Scheme may vary from the information in those items as represented in any of them.

37.3 The Buyer acknowledges and agrees that it has had the opportunity, prior to signing this Contract, to obtain an independent valuation in relation to the Lot and that no representations or warranties about the likely value of the lot at completion has been made by the Seller, a consultant of the Seller, an agent of the Seller.

37.4 The Buyer acknowledges and agrees that it had the opportunity to investigate the Land and the financial viability and/or performance of any investment in the Lot prior to signing this Contract and during the statutory 5 day cooling off period.

### **38. SERVICE CONTRACTS**

38.1 Arrangements with service contractors for the provision of services to the Scheme may not have been concluded at the date of this Contract. The Seller may be required or consider it necessary to:

- (a) enter into service contracts or cause the Body Corporate to enter into service contracts including those that are contained in the Disclosure Statement; and
- (b) change or cause a change to those service contracts;

for the operation and management of the Scheme and to comply with any approvals or requirements of government agencies.

38.2 The Seller may require a novation or acceptance by the Body Corporate of any service contract or other arrangements established by the Seller for the better operation and management of the Scheme and to comply with any approvals or requirements of government agencies.

38.3 The Buyer acknowledges and agrees that the Seller may sell the management rights for the Scheme and will be entitled to retain the sale proceeds on any such sale.

### **39. TIME OF THE ESSENCE**

39.1 Time is of the essence of this Contract except regarding any agreement between the parties on a time of day for settlement.

### **40. NOTICES**

40.1 Notices under this Contract must be in writing and may be given by a parties Solicitor.

40.2 Notices are effectively given if:

- (a) delivered or posted to the other party or its Solicitor; or
- (b) sent to the facsimile number of the other party or its Solicitor; or
- (c) sent by email to the nominated email address of the party or its Solicitor.

40.3 Posted notices will be treated as given two Business Days after posting.

40.4 Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

40.5 Notices sent by email will be treated as given on the day the email is sent, subject to clause 40.6.

40.6 Notices given after 5.00 pm will be treated as given on the next Business Day.

40.7 Notices or other written communication by a party's Solicitor will be treated as given with that party's authority.

### **41. ENTIRE AGREEMENT**

41.1 This Contract:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Contract; and
- (b) supercedes any prior agreement or understanding on anything connected with that subject matter.

41.2 Each party has entered into this Contract without relying on any representation by any other party or any person purporting to represent that party, save those representations which are expressly contained in this Contract and the Disclosure Statement.

41.3 The Buyer confirms and acknowledges that it has obtained its own independent financial and accounting advice in relation to the purchase of the Lot and in relation to the effects of any Goods and Services Tax that may be applicable.

41.4 No warranties are given by the Seller or its agents as to the value of the Lot at Settlement or as to the Buyer's ability to sell the Lot before the Settlement Date.

#### **42. DUTIES AND COSTS**

42.1 The Buyer must pay all duty on this Contract. Each party shall pay their own costs of and incidental to this sale and purchase.

#### **43. FURTHER ASSURANCES**

43.1 Each party must promptly and at its own cost do all things including executing all documents necessary or desirable to give full effect to this Contract.

#### **44. SEVERABILITY**

44.1 If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

#### **45. NO MERGER**

45.1 Despite the expiration or termination of this Contract, any provisions which can take effect after the expiration or termination of this Contract will continue to do so.

#### **46. VARIATION**

46.1 An amendment or variation to this Contract is not effective unless it is in writing and signed by all parties.

#### **47. GOVERNING LAW**

47.1 The Law of Queensland governs this Contract. In the event of any dispute or disagreement, the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland and all Courts having appellate jurisdiction from those Courts.

#### **48. NO WAIVER**

48.1 No delay or omission to exercise any right accruing to the Seller will be deemed a waiver of any continuing breach by the Buyer or a waiver of any future similar breach. To be effective any waiver by the Seller must be in writing and shall only be effective to the extent specified.

#### **49. MANAGED INVESTMENTS**

49.1 The Buyer expressly acknowledges that:

- (a) the Lot is part of the Building to be occupied by owner occupiers and long term tenants;
- (b) the Letting Agent appointed by the Body Corporate is not offering or intending to operate a serviced apartment complex;
- (c) it is free to reside in the Lot or let it out to tenants;

- (d) should the Buyer let the Lot to tenants:
  - (i) it does not have to appoint the Letting Agent to manage the tenancy;
  - (ii) the likely return from the letting of the Lot is not dependent upon the performance of the Letting Agent;
  - (iii) any tenant will most likely be a long term tenant of six to twelve months duration; and
  - (iv) there will be no pooling of rentals received or common enterprise with other lot owners in the Scheme.

49.2 In reliance on this acknowledgement, the Seller enters into this Contract and will obtain funding for the development of the Building on this basis.

The Buyer will do all things necessary to confirm the Lot is not operated as part of a managed investment scheme and indemnifies the Seller in respect of all Claims to the contrary.

## **50. ELECTRONIC CONTRACT AND DISCLOSURE**

50.1 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.

50.2 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.

## **51. ELECTRONIC SETTLEMENT**

51.1 This Clause applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.

51.2 Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 51.1.

51.3 Clause 51 (except clause 51.5(3)) ceases to apply if either party gives notice under clause 51.5 that settlement will not be an Electronic Settlement.

51.4 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.

51.5 If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.

51.6 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; and

- (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.

51.7 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(4)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract; and
- (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.

51.8 Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.

51.9 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).

51.10 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.

- (c) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
  - (i) 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
  - (ii) in relation to any other document or thing, the Seller's Solicitor:
    - (a) 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
    - (b) 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
    - (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (d) 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;
- (e) 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;
- (f) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred;

#### 51.11 Computer System Unavailable:

- (a) 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.

#### 51.12 Withdrawal from Electronic Settlement

- (a) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (b) A notice under clause 51.12 may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (i) the transaction is not a Qualifying Conveyancing Transaction; or
  - (ii) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - (iii) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (c) If clause 11.5(2) applies:
  - (i) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (ii) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 51.13 Costs

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

#### 51.13 Definitions for Clause 51

In clause 51:

**“Digitally Sign” and “Digital Signature”** have the meaning in the ECNL.

**“ECNL”** means the Electronic Conveyancing National Law (Queensland).

**“Electronic Conveyancing Documents”** has the meaning in the Land Title Act 1994.

**“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL.

**“Electronic Settlement”** means settlement facilitated by an ELNO System.

**“Electronic Workspace”** means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

**“ELNO”** has the meaning in the ECNL.

**“ELNO System”** means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement. “Financial Settlement” means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

**“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

**“Qualifying Conveyancing Transaction”** means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction

## 52. GST WITHHOLDING

52.1 The buyer must provide the Seller with any information reasonably requested by the Seller to enable it to determine whether any supply by the Seller under this Contract will give rise to an obligation on the Buyer to remit Withheld GST.

52.2 The Seller will provide a written notice to the Buyer as required in accordance with section Schedule 1 to the TAA prior to Completion (Seller Notification).

52.3 This clause 52.3 applies if the Seller Notification confirms that the Buyer is required to remit Withheld GST:

- (a) Subject to having received the Seller Notification pursuant to subclause A(1), no later than 5 Business Days prior to Completion, the Buyer must lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TAA (**Buyer Notification**). If the Seller Notification is provided to the Buyer less than 5 Business Days prior to Completion, the Buyer must lodge the Buyer Notification with the ATO within 1 Business Day of receiving the Seller Notification. The Buyer must direct the ATO in the Buyer Notification to communicate with the Buyer via email;
- (b) The Buyer must provide written evidence of lodgement of the Buyer Notification to the Seller within 1 Business Day of the Buyer Notification being lodged with the ATO, including providing to the Seller:
  - (i) a copy of the Buyer Notification; and
  - (ii) a copy of any receipt together with any payment reference number and lodgement reference number received by the Buyer from the ATO in response to the Buyer Notification.
- (c) At the direction of the Seller as stipulated in the Seller Notification, the Buyer must provide the Seller (or the Seller’s nominee) with a settlement cheque on or before settlement that is payable to the Deputy Commissioner of Taxation for the amount of the Withheld GST.
- (d) If the Buyer provides a settlement cheque in accordance with subclause (c), the Seller:
  - (i) undertakes to send that cheque to the ATO within 10 Business Days of settlement; and
  - (ii) will provide the Buyer with a receipt for that cheque within a reasonable period from settlement.
- (e) If the Buyer does not comply with its obligations under this clause, the Seller can delay Completion until such time as the Seller is satisfied that the Buyer has complied or will comply with its obligations under this clause.



- (f) Where the parties have elected to settle electronically through the electronic platform provided by Property Exchange Australia Limited (PEXA):
- (i) The Buyer acknowledges and agrees that the Seller will create the destination line in the electronic workspace for the Withheld GST; and
  - (ii) the payment of the Withheld GST to the ATO is made by the Buyer through that electronic platform, subclauses (c) and (d) do not apply.
- (g) If and to the extent that, in addition to the Buyer Notification, the Buyer is required to notify the ATO of Completion or any other transaction details the Buyer must:
- (i) complete and electronically submit such notification (including Form 2) to the ATO immediately following settlement, or such other earlier time as required by the ATO; and
  - (ii) immediately after receiving a receipt from the ATO for such notification notify the Seller in writing of such notification including providing a copy of that ATO receipt.
- (h) The Buyer indemnifies the Seller for all costs, interest and penalties incurred by the Seller following a failure of the Buyer to comply with its obligations under this clause.
- (i) Subject to the Buyer complying with its obligations under this clause, the parties agree that the Buyer's payment of the Withheld GST in accordance with this clause will satisfy the Buyer's obligation to pay a portion of the consideration under this contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the Buyer does not comply with this clause, the Seller retains the right to payment of the full consideration payable under this contract.
- (j) In this clause:
- "ATO"** means the Australian Taxation Office and includes a reference to the Commissioner of Taxation and Deputy Commissioner of Taxation, and vice versa, as required;
- "Completion"** means the Settlement Date;
- "Form 2"** means "Form 2: GST property settlement date confirmation" provided on the ATO website, or any such equivalent form as notified by the ATO;
- "TAA"** means the Taxation Administration Act 1953 (Cth);
- "Settlement Cheque"** means bank cheque;
- "Withheld GST"** means the amount the Buyer is required to withhold and to pay to the ATO in accordance with section 14-250 of Schedule 1 to the TAA in relation to the sale made under or in connection with this Contract.

**SCHEDULE 1  
GUARANTEE**

We, (a) name.....  
address .....

(b) name.....  
address.....

**("the Guarantors")**

provide this Guarantee to the Seller on the following terms:

1. The Guarantors jointly and severally guarantee to the Seller the performance by the Buyer of all of its obligations under the Contract.
2. The Guarantors indemnify the Seller against any liability arising because the Buyer does not perform its obligations or keep its promises under the Contract.
3. The Guarantors promises are not affected by any of the following:
  - (a) the Seller giving the Buyer time to pay;
  - (b) the Seller agreeing to change this Contract;
  - (c) the Seller delaying in exercising its rights;
  - (d) the Seller failing to exercise its rights on a previous occasion;
  - (e) the Seller granting of any other time or indulgence to the Buyer or Guarantors;
  - (f) the insolvency of the Seller, Buyer or any Guarantor;
  - (g) the Buyers obligations or any part of them being or becoming wholly or partially illegal, void, voidable or unenforceable;
  - (h) failure by the Seller to give notice to the Guarantor of any default by the Buyer under the Contract;
  - (i) any legal imitation, disability, incapacity or other circumstances related to the Buyer; or
  - (j) the Seller accepting a compromise, payment or settlement from one of the Guarantors (save that a credit for any payment actually received shall be given).
4. This Guarantee shall be a continuing guarantee until the whole of the guaranteed monies are paid.
5. The Seller may agree to grant to the Buyer or any Guarantor any release, consent or discharge and may vary any of the terms of the Contract without notice to or the consent of any other Guarantor or the Buyer without affecting or discharging the liability of the Guarantors
6. This Guarantee shall be binding on each of the Guarantors who sign it notwithstanding that any one or more of the Guarantors named herein may not have signed or may never sign this Guarantee. The Guarantors do not execute this Guarantee as a result of or by reason of any promise representation,

statement or information of any nature or kind whatsoever given or offered to them by or on behalf of the Seller which is not contained in the Contract.

7. In the event that the seller shall transfer or assign all its interest in the Land or Lot, this Guarantee shall remain in full force and affect and shall be enforceable against the Guarantors by such transferee or assignee as if such transferee or assignee were the Seller named herein.
8. This Guarantee is a principle obligation and is not to be treated as auxiliary or collateral to any other right or obligation however created or arising.
9. In this Guarantee the expression "insolvency" includes administration, bankruptcy, compromise arrangement, amalgamation, receivership, reconstruction, winding up, liquidation, dissolution and assignment for or compromise with the creditors and "insolvent" is to be construed accordingly.
10. The definitions contained in the Contract shall apply to this Guarantee.

**This Guarantee is dated the** \_\_\_\_\_ **day of** \_\_\_\_\_ **202**

Signed, sealed and delivered by \_\_\_\_\_ ]  
the said \_\_\_\_\_ ]  
as Guarantor in the presence of \_\_\_\_\_ ]

A witness

Full name of witness

Signed, sealed and delivered by \_\_\_\_\_ ]  
the said \_\_\_\_\_ ]  
as Guarantor in the presence of \_\_\_\_\_ ]

A witness

Full name of witness



**SCHEDULE 1**

**GST Withholding Tax - Special Conditions**

1. The Seller gives notice pursuant to sections 14-250 and 14-255 of the Withholding Law that provided no part of the consideration to be provided to the Buyer under this Contract is consideration for a creditable purpose then the Buyer is required to make a GST payment to the ATO.
2. The Seller will provide to the Buyer not less than 10 days before settlement a notice in the form contained in Schedule 2.
3. The Buyer shall not less than 7 days before the settlement date lodge a Form 1 with the ATO and provide a copy to the Seller.
4. The Buyer shall not less than 3 days before the settlement date lodge a Form 2 with the ATO and provide a copy to the Seller.
5. The Buyer shall on or before settlement pay the ATO the amount of GST payable under this Contract by either:-
  - (a) An electronic funds transfer as directed by the Seller in which case the Buyer shall provide the Seller with a copy of the confirmation of funds payment prior to settlement; or
  - (b) A bank cheque payable to the Deputy Commissioner of Taxation which shall be provided to the Seller at settlement who shall pay such bank cheque to the ATO immediately following settlement.

\_\_\_\_\_  
SELLERS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUYERS

\_\_\_\_\_  
WITNESS

Schedule 2

**Seller Notice for Buyer GST Liability/Payment  
(Pursuant to section 14-250 and 14-255 of Withholding Law)**

Date:

Buyer:

Seller: **COMBINED INVESTMENTS PTY LTD (ACN 627 002 117)**

Property: **PROPOSED LOT** on SP 326794 - "BEACON ON 6"

Contract Date:

The Seller gives this notice as part of the Contract of Sale, Special Condition 50, in fulfillment of its obligation under section 14-250 and 14-255 of the Withholding Law.

**Buyer's GST Liability Payment Information**

<b>Seller Name</b>	COMBINED INVESTMENTS PTY LTD (ACN 627 002 117)
<b>Seller ABN</b>	98 627 002 117
<b>Sale Price</b>	\$
<b>Margin Scheme</b>	Yes
<b>GST amount payable (Buyer to pay under Section 14-250)</b>	\$
<b>GST payment due date (When GST payment is to be made by Buyer)</b>	On or before Settlement date of the contract
<b>Non-monetary consideration (GST inclusive market value)</b>	Nil
<b>Other Matters (as specified in GST Regulations)</b>	Nil

\_\_\_\_\_  
SELLERS

\_\_\_\_\_  
WITNESS