

Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

PARTIES

SELLER

NAME: _____ ABN: _____
Kevin James Krahge

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____
Jennifer Ann Krahge

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____
My Home Property

ABN: 69 218 359 832 LICENCE NO: 3681663

ADDRESS: 6/6 Thynne Road

SUBURB: MORNINGSIDE STATE: QLD POSTCODE: 4170

PHONE: 07 3067 3443 MOBILE: 0400326701 EMAIL: suzislattery@myhomeproperty.com.au

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____
FULLJAMES LAW PTY LTD

REF: 2025432 CONTACT: ROMY FULLJAMES

ADDRESS: 19A,23 BREENIE PLACE

SUBURB: MORNINGSIDE STATE: QLD POSTCODE: 4170

PHONE: 07 2112 4689 MOBILE: _____ EMAIL: rfulljames@fulljameslaw.com.au

BUYER

NAME: _____ ABN: _____
Seyedeh Hamideh Hosseinizadeh

ADDRESS: 186 Clarence Road

SUBURB: Indooroopilly STATE: QLD POSTCODE: 4068

PHONE: _____ MOBILE: 0410108212 EMAIL: hamide.hosseini64@gmail.com

NAME: _____ ABN: _____
Hojjat Rassaei Moqadam

ADDRESS: 186 Clarence Road

SUBURB: Indooroopilly STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: 0493576936 EMAIL: hojjat.rm@gmail.com

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

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BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: ADDRESS: 3413/35 BURDETT STREET

SUBURB: ALBION STATE: QLD POSTCODE: 4010

DESCRIPTION: LOT: 3413 PLAN: SP259423 AREA: _____ ← more or less

TITLE REFERENCE: 51032181 SOLD AS: ☐ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: RESIDENTIAL

Local Government: BRISBANE CITY COUNCIL

Excluded Fixtures: ■ attach annexure for additional space

Included Chattels: ■ attach annexure for additional space

PRICE**Cyber Warning**

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

PURCHASE \$ 890,000.00
PRICE:

Deposit Holder: FULLJAMES LAW

DEPOSIT:

Initial Deposit \$ 5000.00

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

Within 48 hours of signing the contract

Deposit Holder's Trust Account: FULLJAMES LAW TRUST ACCOUNT

Bank: ANZ

Balance Deposit \$ 39,500.00

(if any)

payable on: with in 1 day of conditions being met

BSB: 014221 Account No: 430512794 REF KRAHGE

DEFAULT INTEREST RATE: _____ %

NOTE: failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

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

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SETTLEMENT

SETTLEMENT DATE: Days from date of Contract or earlier by mutual agreement

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

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

GST

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

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- ☒ No
☐ Yes

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

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

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

(select whichever is applicable)

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

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

LAND TAX

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

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

[select one]

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

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

CONDITIONS

FINANCE

Finance Amount: \$ Sufficient to complete

Financier: Buyers Choice

Finance Date: 10 Business days from date of contract

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: 7 Days from date of contract

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

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

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

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

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

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

TENANCIES:

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

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

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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

- ☐ No
☒ Yes

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

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

23 January 2024

TREE ORDERS AND APPLICATIONS:

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

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

- ☒ No
☐ Yes

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

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

POOL SAFETY

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

- ☒ No
☐ Yes

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

- ☐ No
☐ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

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

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

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

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

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

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

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

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

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

- | | |
|--|---------------------------------------|
| (a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))* | SEE FORM 33 AS PER SELLERS DISCLOSURE |
| (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))* | SEE FORM 33 AS PER SELLERS DISCLOSURE |
| (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))* | SEE FORM 33 AS PER SELLERS DISCLOSURE |
| (d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a)) | SEE FORM 33 AS PER SELLERS DISCLOSURE |
| (e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))* | SEE FORM 33 AS PER SELLERS DISCLOSURE |
| (f) Outstanding by-law contravention notices (clause 12.9(1)(c))* | SEE FORM 33 AS PER SELLERS DISCLOSURE |
| (g) Proposed Body Corporate resolutions (clause 12.10)* | SEE FORM 33 AS PER SELLERS DISCLOSURE |

*Include in attachment if insufficient space

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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

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

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

*Include in attachment if insufficient space

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

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

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

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SPECIAL CONDITIONS

1. Deposit

Subject to settlement, the seller hereby authorises Fulljames Law to Disburse deposit funds held in trust as follows:

- a) The Seller's Agent's invoice for commission and other expenses;
- b) The Seller's Solicitor's legal fees and disbursements; and
- c) Any remaining funds to the seller as per their instructions.

2. Acknowledgement of Body Corporate Matters

The Buyers acknowledge that the body corporate related to the Property is involved with a litigation matter at the time of entering this Contract. The Sellers make no warranties or statements in relation to the litigation matter and the Buyers acknowledge they have reviewed the Form 33 body corporate report prior to signing this Contract.

We note that the above acknowledgement merely provides evidence of the Sellers willingness to disclose the matter, and does not impact the Buyers rights under Contract or law.

We further note that a special condition in the Contract does not remove the Sellers obligations under the Form 2 Disclosure.

SIGNATURES

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

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

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

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

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

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

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

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

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TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

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

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

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

2. DEPOSIT

2.1 Payment of Deposit

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

2.2 Investment of Deposit

If:

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

2.3 Entitlement to Deposit and Interest

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

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

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

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

3.2 Foreign Residents Capital Gains Tax Withholding

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

3.3 GST Withholding

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

3.4 Adjustments

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

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

3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

3.6 Rent

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

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

4. CONDITIONS

4.1 Finance

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

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

4.2 Building and Pest Inspection

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

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

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

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

5.3 Place for Settlement

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

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

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

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

5.6 Assignment of Covenants and Warranties

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

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

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
- under section 79, 80 or 81 of the *Property Law Act 2023*;
 - under clause 6.3; or
 - by agreement of the parties,
- but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

- If:
- the Settlement is an Electronic Settlement;
 - the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
 - any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - the Settlement Date has not previously been extended under this clause 6.3,

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
- there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
 - there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
 - the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
 - there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
- if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
 - if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
- the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
 - if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- there is an error in the boundaries or area of the Lot;
 - there is an encroachment by structures onto or from the Lot;
 - there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
 - there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- immaterial; or
 - material, but the Buyer elects to complete this contract,
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

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

7.7 Property Adversely Affected

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

7.8 Effect of Pre-Contract Disclosure

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

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

7.9 Compliant Smoke Alarms

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

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GST

10.1 Definitions

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

10.2 No GST is payable or Purchase Price includes GST

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

10.3 Purchase Price Does Not Include GST

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

10.4 Margin Scheme

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

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

10.5 Going Concern

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

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

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

10.6 Farm Land

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

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

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

10.7 Adjustments

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

10.8 Tax Invoice

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

10.9 Remedies

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

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

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

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

11.4 Electronic Signing

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

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

11.5 Pre-contract Disclosure

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

11.6 Business Days

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

11.7 Rights After Settlement

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

11.8 Further Acts

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

11.9 Severance

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

11.10 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Acts and Regulations

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

(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

11.11 Counterparts

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

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

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

12.2 Additional Definitions

- (1) The following additional definitions apply:

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

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

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

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

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

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

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

12.3 Body Corporate Records Inspection

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

12.4 Adjustment of Land Tax

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

12.5 Body Corporate Debts

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

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

12.6 Notice of purchase to Body Corporate

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

12.7 Title

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

12.8 Encumbrances

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

12.9 Seller's Additional Warranties

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

12.10 Body Corporate Meetings

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

12.11 Property Adversely Affected

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

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

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

13.2 Additional Definitions

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

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

13.3 Body Corporate Records Inspection

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

13.4 Adjustment of Land Tax

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

13.5 Body Corporate Debts

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

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

13.6 Section 53 Notices

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

13.7 Title

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

13.8 Encumbrances

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

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

13.9 Seller’s Additional Warranties

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

13.10 Body Corporate Meetings

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

13.11 Property Adversely Affected

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

ATTN:
Kevin James & Jennifer Ann Krahge

Invoice Date: 22/01/2026
Terms: NET 30 Days

PROPERTY SERVICED: 3413/35 Burdett Street Albion QLD 4010

SUBSCRIPTION PERIOD: 22/01/2026 - 22/01/2027

LANDLORD:

WORK ORDER:

Qty	Item	Description	Unit Price	Total
1	Yearly Maintenance	Smoke Alarms (Interconnected)	\$129.00	\$129.00
			Subtotal	\$117.27
			GST	\$11.73
			Total	\$129.00
			Amount Paid	\$0.00
			Balance Due	\$129.00

	Bill Code:	264291
	Ref:	17240177

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

DIRECT DEPOSIT DETAILS

Name: Smoke Alarm Testing Services Pty Ltd
Bank: Commonwealth Bank
BSB: 064-000
Account #: 16353153
Reference #: 17240177

Smoke Alarm Testing Services Pty Ltd.

1300 41 66 67
PO Box 6393 Yatala DC QLD 4207
ABN: 28 132 807 491 e: info@sats.com.au
Electrical Licenses: (NSW) 264079C | (ACT) 2014969 | (SA) PGE 324794 | (QLD) 90708



Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Title Reference:	51032181	Search Date:	06/02/2026 12:40
Date Title Created:	12/04/2016	Request No:	54963100
Previous Title:	51030942		

ESTATE AND LAND

Estate in Fee Simple

LOT 3413 SURVEY PLAN 259423

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 48491

REGISTERED OWNER

INTEREST

Dealing No: 717241865 11/05/2016

JENNIFER ANN KRAHGE

1/2

KEVIN JAMES KRAHGE

1/2

AS TENANTS IN COMMON

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by
 Deed of Grant No. 12158031 (ALLOT 17 POR 1)
 Deed of Grant No. 19555241 (ALLOT 18 POR 1)
- MORTGAGE No 724437332 23/10/2025 at 15:14
 MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller **Kevin James Krahge and Jennifer Ann Krahge**

Property address
(referred to as the
"property" in this
statement)

3413/35 BURDETT STREET, ALBION QLD 4010

Lot on plan description

3413/SP259423

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☒ **Yes**

☐ **No**

*If Yes, refer to Part 6 of this statement
for additional information*

*If No, please disregard Part 6 of this statement
as it does not need to be completed*

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

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☐ Yes ☒ No to affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Torus Networks Pty Ltd, NBN Co Qld, Queensland Urban Utilities, Brisbane City Council, Energex QLD, APA Group Gas Networks, Telstra QLD South East
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 23 Jan 2024 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

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

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. ☐ Yes ☒ No <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>	
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. ☐ Yes ☒ No The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice or order must be given by the seller.</i>	
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount:

Date Range:

OR

The property is currently a rates exempt lot.** ☐

OR

The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount:

Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

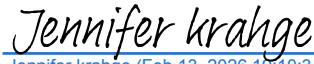
Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994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

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

Signatures – SELLER



Signature of seller



Jennifer krahge (Feb 13, 2026 19:10:34 GMT+10.5)

Signature of seller

Kevin James Krahge

Name of Seller

Jennifer Ann Krahge

Name of Seller

Feb 13, 2026

Date

Feb 13, 2026

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Form 2 (to sign) - 3413_35 BURDETT STREET ALBION QLD 4010

Final Audit Report

2026-02-13

Created:	2026-02-13
By:	Kira Heffernan (kheffernan@fulljameslaw.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdqhw6XERAdNAowESPcUiN7bEDMbZZW5K

"Form 2 (to sign) - 3413_35 BURDETT STREET ALBION QLD 4010" History

-  Document created by Kira Heffernan (kheffernan@fulljameslaw.com.au)
2026-02-13 - 0:43:07 AM GMT
-  Document emailed to Kevin James Krahge (kevkrage@live.com.au) for signature
2026-02-13 - 0:44:46 AM GMT
-  Email viewed by Kevin James Krahge (kevkrage@live.com.au)
2026-02-13 - 7:05:31 AM GMT
-  Document e-signed by Kevin James Krahge (kevkrage@live.com.au)
Signature Date: 2026-02-13 - 7:07:30 AM GMT - Time Source: server
-  Document emailed to jennykrage@gmail.com for signature
2026-02-13 - 7:07:32 AM GMT
-  Email viewed by jennykrage@gmail.com
2026-02-13 - 8:39:48 AM GMT
-  Signer jennykrage@gmail.com entered name at signing as Jennifer krahge
2026-02-13 - 8:40:32 AM GMT
-  Document e-signed by Jennifer krahge (jennykrage@gmail.com)
Signature Date: 2026-02-13 - 8:40:34 AM GMT - Time Source: server
-  Agreement completed.
2026-02-13 - 8:40:34 AM GMT

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

12 February 2026

JADE ALBION CTS 48491
Registered for GST

ABN: 70 915 053 932

Tax Invoice

INFOTRACK
Level 16
280 Ann Street
BRISBANE QLD 4001

Ref	Form 33		
Re	Lot 3413	JADE ALBION CTS 48491	
Fee	84.10	Paid	

Above Fee includes GST

Please find enclosed Form 33 - Body Corporate Certificate as requested pursuant to Section 205 of the Body Corporate and Community Management Act 1997.

This Certificate does not include the information about:

- physical defects in the common property or buildings in the scheme.
- body corporate expenses and liabilities for which the body corporate has not fixed contributions.
- current, past or planned body corporate disputes or court actions.
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Could the parties attending to settlement ensure that all outstanding levies are adjusted at settlement and forwarded to SSKB urgently together with the prescribed Form advising of the transfer details to ensure the owner's information is recorded in the body corporate records and they are not disadvantaged by loss of discount and/or interest charges.

Please ensure settlement payments are done via the following:

Biller Code: 74625
Account Number: 144601217

A search of the Body Corporate records should also be carried out to determine if a general meeting has been held or is due to be held which may affect the information provided.

Yours faithfully,
SSKB

BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 12/02/2026

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 – Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

JADE ALBION

CTS No. **48491**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Tania Stewart**

Phone: **07 3010 5555**

Company: **SSKB (Brisbane) Pty Ltd**

Email: **sskb@sskb.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **3413**

Plan type and number: **259423**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
12/04/16		REFER CMS	REFER CMS

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **27**

Total contribution schedule lot entitlements for all lots: **9,970**

Interest schedule

Interest schedule lot entitlement for the lot: **28**

Total interest schedule lot entitlements for all lots: **9,987**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **3413** for the current financial year: \$ **3,588.84**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 30/06/25	01/04/25	854.55	854.55	01/04/25
01/07/25 to 30/09/25	01/07/25	854.55	854.55	01/07/25
01/10/25 to 31/12/25	10/10/25	939.87	939.87	10/10/25
01/01/26 to 31/03/26	01/01/26	939.87	939.87	02/01/26
01/04/26****30/06/26	01/04/26	897.21	897.21	
01/07/26****30/09/26	01/07/26	897.21	897.21	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				\$897.21

Sinking fund contributions

Total amount of contributions (before any discount) for lot **3413** for the current financial year: \$ **869.13**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 30/06/25	01/04/25	210.87	210.87	01/04/25
01/07/25 to 30/09/25	01/07/25	210.87	210.87	01/07/25
01/10/25 to 31/12/25	10/10/25	223.83	223.83	10/10/25
01/01/26 to 31/03/26	01/01/26	223.56	223.56	02/01/26
01/04/26****30/06/26	01/04/26	217.35	217.35	
01/07/26****30/09/26	01/07/26	217.08	217.08	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				\$217.35

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/04/25 to 30/06/25	01/04/25	89.32	89.32	01/04/25
Insurance Levy	01/07/25 to 30/09/25	01/07/25	89.32	89.32	01/07/25
Insurance Levy	01/10/25 to 31/12/25	10/10/25	118.44	118.44	10/10/25
Insurance Levy	01/01/26 to 31/03/26	01/01/26	118.72	118.72	02/01/26
Insurance Levy	01/04/26 to 30/06/26	01/04/26	103.88	103.88	
Insurance Levy	01/07/26 to 30/09/26	01/07/26	103.88	103.88	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions		Nil
Special contributions		Nil
Other contributions		Nil
Other payments		Nil
Penalties		Nil
Total amount overdue	(Total Amount Unpaid including not yet due \$1,218.44)	Nil

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 02/03/23

Current sinking fund balance (as at date of certificate): \$ 788,239.71

Improvements to common property the lot owner is responsible for

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

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

Date Description Conditions

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
SunLounggr/Tble/Chair	Furniture & Fittings		NICK HUGHES 3311/35 Burdett st ALBION QLD 4010	\$1,923.00	\$0.00	\$1,923.00
BodyCraftExpress Pro Gym L7860	Furniture & Fittings	18/04/16	Acquired by developer	\$0.00	\$0.00	\$11,477.17
Bodyworx Treadmill JTM800 x 2						
Vortex Spin Bike V600 x 2						
Chin Hip Dip Flexer H36DPT x 1						
Sun Lounger x 8	Furniture & Fittings	18/04/16	Acquired by Developer	\$0.00	\$0.00	\$1,911.00
Table and 4 chairs						
Katcher Cleaning Equipment	Plant and Machinery	31/05/16	Katcher	\$0.00	\$0.00	\$5,123.80
CCTV System 3/11	Office Equipment	04/11/16	SURFERS PARADISE LOCKSMITHS PO BOX 9373 GCMC QLD 4217	\$23,540.00	\$0.00	\$23,540.00
50%Dpst Sply Frame	Furniture & Fittings	13/11/18	MARK DAVIS FURNITURE Unit 3/623 Toohey Rd SALISBURY QLD 4107	\$16,100.00	\$0.00	\$16,100.00
Bench Seat/Table	Furniture & Fittings	11/02/19	MARK DAVIS FURNITURE Unit 3/623 Toohey Rd SALISBURY QLD 4107	\$16,097.00	\$0.00	\$16,097.00
Instl PVC Membrane	Furniture & Fittings	26/11/19	VERSATILE STRUCTURES PO Box 4715 SPRINGFIELD QLD 4300	\$8,896.25	\$0.00	\$8,896.25
Inst Chlorinator28/4	Plant and Machinery	29/04/20	POOLWERX BRISBANE CITY PO Box 988 PARK RIDGE QLD 4125	\$2,200.00	\$0.00	\$2,200.00
Inst Bikes 8/6	Furniture & Fittings	09/06/21	FUTURE FITNESS EQUIPMENT 1B/20 Premier Circuit KAWANA WATERS QLD 4574	\$4,748.00	\$0.00	\$4,748.00
R3 Air Rower 31/3	Plant and Machinery	31/03/23	ELITE FITNESS EQUIPMENT 1774 Sandgate Road VIRGINIA QLD 4014	\$1,474.00	\$0.00	\$1,474.00
Spa Lght-Blue Niche	Plant and Machinery	04/04/25	SUBLIME POOL CARE PTY LTD 2 TERRACE COURT NARANGBA QLD 4504	\$1,406.80		\$1,406.80

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHUBB	04GS015658	189,645,129.00	134,820.68	30/06/26	5,000 All Claims + As Per Policy Wording Lesser of 20,000 or 1%*Total Decl.Values for Equake
COMMON CONTENTS CHUBB	04GS015658	1,896,451.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
PUBLIC LIABILITY CHUBB	04GS015658	30,000,000.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
VOLUNTARY WORKERS CHUBB	04GS015658	200,000.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
OFFICE BEARERS CHUBB	04GS015658	5,000,000.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
FIDELITY GUARANTEE CHUBB	04GS015658	100,000.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
MACHINERY BREAKDOWN CHUBB	04GS015658	100,000.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
LOSS OF RENT CHUBB	04GS015658	28,446,769.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
BUILDING CATASTROPHE CHUBB	04GS015658	28,731,237.00	Included	30/06/26	5,000 All Claims + As Per Policy Wording
STAMP DUTY/OTHER CHUBB	04GS015658	0.00	45,493.67	30/06/26	5,000 All Claims + As Per Policy Wording

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Australian Accommodation 3 Pty Ltd ACN 661283432

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

Yes - Name of authorised letting agent: Australian Accommodation 3 Pty Ltd ACN 661283432

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s SSKB (Brisbane) Pty Ltd

Positions/s held Body Corporate Manager

Date 12/02/2026

Signature/s _____



Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$135 Sec Fee per lot per annum plus Disbursements \$70 per lot per annum plus GST payable quarterly in advance	
Commencement Date	12/04/16	Expiry Date	11/04/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Jade Management Brisbane P/L		Details of Duties caretaking and letting Agent Duties		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration .	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	open			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Bulk Utilities							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Billing of Utilities		Delegated Powers		Basis of Remuneration copy of agreement on file	
Commencement Date	18/04/16	Expiry Date	17/04/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Foxtel Cable Television Pty Ltd PO Box 612 Moonee Ponds VIC 3039		Details of Duties Pay TV Maintenance		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	07/07/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	On Going			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Powermetric Metering Pty Ltd		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	01/01/20	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	5280.00			Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Absolutely No Parking Pty Ltd 68 Hugh St PINKENBA QLD 4008		Details of Duties Removal of vehicle		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	25/11/16	Expiry Date	24/10/17	Copy of Agreement on File	Y	Termination Date	
Term of Contract	11 months			Options			
Estimated Cost of Contract	330.00			Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$135 Sec Fee per lot per annum plus Disbursements \$70 per lot per annum plus GST payable quarterly in advance	
Commencement Date	12/04/16	Expiry Date	11/04/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Building/Letting							
Contractor Name and Address Jade Management Brisbane P/L		Details of Duties caretaking and letting Agent Duties		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration .	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Bulk Utilities							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Billing of Utilities		Delegated Powers		Basis of Remuneration copy of agreement on file	
Commencement Date	18/04/16	Expiry Date	17/04/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Foxtel Cable Television Pty Ltd PO Box 612 Moonee Ponds VIC 3039		Details of Duties Pay TV Maintenance		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	07/07/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Powermetric Metering Pty Ltd		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	01/01/20	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	5280.00			Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$135 Sec Fee per lot per annum plus Disbursements \$70 per lot per annum plus GST payable quarterly in advance	
Commencement Date	12/04/16	Expiry Date	11/04/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Jade Management Brisbane P/L		Details of Duties caretaking and letting Agent Duties		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration .	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Bulk Utilities							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Billing of Utilities		Delegated Powers		Basis of Remuneration copy of agreement on file	
Commencement Date	18/04/16	Expiry Date	17/04/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Foxtel Cable Television Pty Ltd PO Box 612 Moonee Ponds VIC 3039		Details of Duties Pay TV Maintenance		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	07/07/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address FVS PO BOX 1204 SPRINGWOOD QLD 4127		Details of Duties Total Fire Service Contract		Delegated Powers		Basis of Remuneration \$10,320 Ex GST Total Annual Cost	
Commencement Date	25/10/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	On Going			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$95 Sec Fee per lot per annum plus Disbursements \$65 per lot per annum plus GST payable quarterly in advance	
Commencement Date	12/04/19	Expiry Date	11/04/20	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Jade Management Brisbane Pty Ltd ACN 169 470 393 36 E Crossy Road Albion QLD 4010		Details of Duties caretaking and letting Agent Duties		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration .	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L 16/492 Christine Av Robina, QLD 4226		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	22/05/19	Expiry Date	22/05/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options		Rollover 10 years after expire	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Foxtel Cable Television Pty Ltd PO Box 612 Moonee Ponds VIC 3039		Details of Duties Pay TV Maintenance		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	07/07/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO Box 3026 NEWMARKET QLD		Details of Duties Total Fire Service Contract		Delegated Powers		Basis of Remuneration \$14,829.50 Ex GST Total Annual Cost	
Commencement Date	28/06/19	Expiry Date	27/06/20	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 year			Options	Rollover 2 years after expires		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address HVAC Pty Ltd		Details of Duties Maintenance of Mechanical Services		Delegated Powers		Basis of Remuneration \$7,130 per annum excluding GST	
Commencement Date	28/06/19	Expiry Date	27/06/20	Copy of Agreement on File		Termination Date	
Term of Contract	1 year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address TORMAX Unit4, 12-14 Ellerslie Rd Meadowbrook 4131		Details of Duties Sliding Door Service		Delegated Powers		Basis of Remuneration \$300 + GST Per Annum	
Commencement Date	01/03/20	Expiry Date	28/02/22	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options	Rollover 2 Years after expires		
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$95 Sec Fee per lot per annum plus Disbursements \$65 per lot per annum plus GST payable monthly in arrears	
Commencement Date	01/07/20	Expiry Date	30/06/21	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Jade Management Brisbane Pty Ltd ACN 169 470 393 ATE Jade Management 56 Crosby Road Albion QLD 4010		Details of Duties caretaking and letting Agent Duties		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail GPO BOX 1199 Adelaide SA 5001		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	6 Months			Options		Rollover 6Months after expires	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L 16/492 Christine Av Robina, QLD 4226		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	22/05/19	Expiry Date	22/05/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options		Rollover 10 years after expire	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

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JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Foxtel Cable Television Pty Ltd PO Box 612 Moonee Ponds VIC 3039		Details of Duties Pay TV Maintenance		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	07/07/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO Box 3026 NEWMARKET QLD		Details of Duties Total Fire Service Contract		Delegated Powers		Basis of Remuneration \$14,829.50 Ex GST Total Annual Cost	
Commencement Date	14/07/20	Expiry Date	13/07/21	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 year			Options	Rollover 2 years after expires		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier HVAC Pty Ltd PO Box 3026 Newmarket QLD 4051		Details of Duties Maintenance of Mechanical Services		Delegated Powers		Basis of Remuneration \$10,406.00 per annum Including GST	
Commencement Date	14/07/20	Expiry Date	13/07/21	Copy of Agreement on File		Termination Date	
Term of Contract	1 year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address TORMAX Unit4, 12-14 Ellerslie Rd Meadowbrook 4131		Details of Duties Sliding Door Service		Delegated Powers		Basis of Remuneration \$300 + GST Per Annum	
Commencement Date	01/03/20	Expiry Date	28/02/22	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options	Rollover 2 Years after expires		
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$95 Sec Fee per lot per annum plus Disbursements \$65 per lot per annum plus GST payable monthly in arrears	
Commencement Date	01/07/21	Expiry Date	30/06/22	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Jade Management Brisbane Pty Ltd ACN 169 470 393 30 E Crossy Road Albion QLD 4010		Details of Duties Caretaking and letting duties as per the agreement		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options		N	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail GPO BOX 1199 Adelaide SA 5001		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	6 Months			Options		Rollover 6Months after expires	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L 16/492 Christine Av Robina, QLD 4226		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	22/05/19	Expiry Date	22/05/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options		Rollover 10 years after expire	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options		Y	
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

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JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Foxtel Cable Television Pty Ltd PO Box 612 Moonee Ponds VIC 3039		Details of Duties Pay TV Maintenance		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	07/07/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO Box 3026 NEWMARKET QLD		Details of Duties Total Fire Service Contract		Delegated Powers		Basis of Remuneration \$14,829.50 Ex GST Total Annual Cost	
Commencement Date	14/07/20	Expiry Date	13/07/21	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 year			Options	Rollover 2 years after expires		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier HVAC Pty Ltd PO Box 3026 Newmarket QLD 4051		Details of Duties Maintenance of Mechanical Services		Delegated Powers		Basis of Remuneration \$10,406.00 per annum Including GST	
Commencement Date	14/07/20	Expiry Date	13/07/21	Copy of Agreement on File		Termination Date	
Term of Contract	1 year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address TORMAX Unit4, 12-14 Ellerslie Rd Meadowbrook 4131		Details of Duties Sliding Door Service		Delegated Powers		Basis of Remuneration \$300 + GST Per Annum	
Commencement Date	01/03/20	Expiry Date	28/02/22	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options	Rollover 2 Years after expires		
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$95 Sec Fee per lot per annum plus Disbursements \$65 per lot per annum plus GST payable monthly in arrears	
Commencement Date	01/07/22	Expiry Date	30/06/23	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Jade Management Brisbane Pty Ltd ACN 169 470 393 36 Crosby Road Albion QLD 4010		Details of Duties Caretaking and letting duties as per the agreement		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options	One X 5 Years Deed		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail GPO BOX 1199 Adelaide SA 5001		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	6 Months			Options	Rollover 6Months after expires		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L 16/492 Christine Av Robina, QLD 4226		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	22/05/19	Expiry Date	22/05/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options	Rollover 10 years after expire		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

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Utility							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Schindler Lifts Australia Pty Ltd		Details of Duties Maintenace of Lift Equipment		Delegated Powers		Basis of Remuneration \$35,000+GST+Per Annum	
Commencement Date	01/09/21	Expiry Date	31/08/26	Copy of Agreement on File	Y	Termination Date	31/08/26
Term of Contract	5 years			Options			
Estimated Cost of Contract	35000.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO Box 3026 NEWMARKET QLD		Details of Duties Total Fire Service Contract		Delegated Powers		Basis of Remuneration \$14,829.50 Ex GST Total Annual Cost	
Commencement Date	14/07/20	Expiry Date	13/07/21	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 year			Options	Rollover 2 years after expires		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier HVAC Pty Ltd PO Box 3026 Newmarket QLD 4051		Details of Duties Maintenance of Mechanical Services		Delegated Powers		Basis of Remuneration \$10,406.00 per annum Including GST	
Commencement Date	14/07/20	Expiry Date	13/07/21	Copy of Agreement on File		Termination Date	
Term of Contract	1 year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address TORMAX Unit4, 12-14 Ellerslie Rd Meadowbrook 4131		Details of Duties Sliding Door Service		Delegated Powers		Basis of Remuneration \$300 + GST Per Annum	
Commencement Date	01/03/20	Expiry Date	28/02/22	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options	Rollover 2 Years after expires		
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

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JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address MYBOS Suite 2.06, Level2,6 Parkview Dr, Sydney Olympic Park NSW 2127		Details of Duties Building Management Software		Delegated Powers		Basis of Remuneration \$8523.90 Annual Cost	
Commencement Date	04/03/22	Expiry Date	03/03/23	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Ocean Protect PO Box 444 Alexandria NSW 1435		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	29/10/19	Expiry Date	28/10/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	5 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$100 Sec Fee per lot per annum plus Disbursements \$70 per lot per annum plus GST payable monthly in arrears	
Commencement Date	01/07/23	Expiry Date	30/06/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Australian Accommodation 3 Pty Ltd ACN 661283432		Details of Duties Caretaking and letting duties as per the agreement		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options	One X 5 Years Deed		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Origin Energy Retail GPO BOX 1199 Adelaide SA 5001		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	18/04/16	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	6 Months			Options	Rollover 6Months after expires		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Utility							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/17	Expiry Date	31/12/19	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Schindler Lifts Australia Pty Ltd		Details of Duties Maintenace of Lift Equipment		Delegated Powers		Basis of Remuneration \$35,000+GST+Per Annum	
Commencement Date	01/09/21	Expiry Date	31/08/26	Copy of Agreement on File	Y	Termination Date	31/08/26
Term of Contract	5 years			Options			
Estimated Cost of Contract	35000.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO Box 3026 NEWMARKET QLD		Details of Duties Total Fire Service Contract		Delegated Powers		Basis of Remuneration \$14,829.50 Ex GST Total Annual Cost	
Commencement Date	14/07/20	Expiry Date	13/07/21	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 year			Options	Rollover 2 years after expires		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier HVAC Pty Ltd PO Box 3026 Newmarket QLD 4051		Details of Duties Maintenance of Mechanical Services		Delegated Powers		Basis of Remuneration \$10,406.00 per annum Including GST	
Commencement Date	14/07/23	Expiry Date	13/07/26	Copy of Agreement on File		Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address TORMAX Unit4, 12-14 Ellerslie Rd Meadowbrook 4131		Details of Duties Sliding Door Service		Delegated Powers		Basis of Remuneration \$300 + GST Per Annum	
Commencement Date	01/03/20	Expiry Date	28/02/22	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options	Rollover 2 Years after expires		
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address MYBOS Suite 2.06, Level2,6 Parkview Dr, Sydney Olympic Park NSW 2127		Details of Duties Building Management Software		Delegated Powers		Basis of Remuneration \$8523.90 Annual Cost	
Commencement Date	04/03/22	Expiry Date	03/03/23	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Ocean Protect PO Box 444 Alexandria NSW 1435		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	29/10/19	Expiry Date	28/10/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	5 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Hayes Plumbing PO Box 1100, North Lakes Queensland		Details of Duties Plumbing Services		Delegated Powers		Basis of Remuneration \$11,991.82 per annum (excluding GST)	
Commencement Date	30/06/23	Expiry Date	30/06/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L 16/492 Christine Ave Robina, QLD 4226		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	22/05/19	Expiry Date	22/05/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options	Rollover 10 years after expire		
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO BOX 3026 NEWMARKET QLD 4051		Details of Duties Fire Equipment Maintenance		Delegated Powers		Basis of Remuneration \$14,829.50 per annum (excluding GST)	
Commencement Date	28/06/23	Expiry Date	27/06/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Management Agreement							
Contractor Name and Address Care Park Pty LTD QLD Office, IBM Building Level 11/348 EDward Street		Details of Duties Car parking management		Delegated Powers		Basis of Remuneration \$900 exl GST	
Commencement Date	01/12/23	Expiry Date	01/12/24	Copy of Agreement on File		Termination Date	
Term of Contract	364 Days			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$105 Sec Fee per lot per annum plus Disbursements \$72 per lot per annum plus GST payable quarterly in advance.	
Commencement Date	01/06/24	Expiry Date	31/05/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Year			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Building/Letting							
Contractor Name and Address Australian Accommodation 3 Pty Ltd ACN 661283432		Details of Duties Caretaking and letting duties as per the agreement		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options	One X 5 Years Deed		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Altogether		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration \$802,891	
Commencement Date	01/07/24	Expiry Date	30/06/34	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options	6 Monthly Rollover		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Utility							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/23	Expiry Date	31/12/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Schindler Lifts Australia Pty Ltd		Details of Duties Maintencace of Lift Equipment		Delegated Powers		Basis of Remuneration \$35,000+GST+Per Annum	
Commencement Date	01/09/21	Expiry Date	31/08/26	Copy of Agreement on File	Y	Termination Date	31/08/26
Term of Contract	5 years			Options			
Estimated Cost of Contract	35000.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier HVAC Pty Ltd PO Box 3026 Newmarket QLD 4051		Details of Duties Maintenance of Mechanical Services		Delegated Powers		Basis of Remuneration \$10,406.00 per annum Including GST	
Commencement Date	14/07/23	Expiry Date	13/07/26	Copy of Agreement on File		Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address MYBOS Suite 2.06, Level2,6 Parkview Dr, Sydney Olympic Park NSW 2127		Details of Duties Building Management Software		Delegated Powers		Basis of Remuneration \$8523.90 Annual Cost	
Commencement Date	04/03/22	Expiry Date	03/03/23	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Ocean Protect PO Box 444 Alexandria NSW 1435		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	29/10/19	Expiry Date	28/10/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	5 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L 16/492 Christine Ave Robina, QLD 4226		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	22/05/19	Expiry Date	22/05/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options	Rollover 10 years after expire		
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO BOX 3026 NEWMARKET QLD 4051		Details of Duties Fire Equipment Maintenance		Delegated Powers		Basis of Remuneration \$14,829.50 per annum (excluding GST)	
Commencement Date	28/06/23	Expiry Date	27/06/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Management Agreement							
Contractor Name and Address Care Park Pty LTD QLD Office, IBM Building Level 11/348 EDward Street		Details of Duties Car parking management		Delegated Powers		Basis of Remuneration \$900 exl GST	
Commencement Date	01/12/23	Expiry Date	01/12/24	Copy of Agreement on File		Termination Date	
Term of Contract	364 Days			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address SSKB (Brisbane) Pty Ltd Level 6 Icon Place 270 Adelaide St BRISBANE QLD 4000		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$105 Sec Fee per lot per annum plus Disbursements \$72 per lot per annum plus GST payable quarterly in advance.	
Commencement Date	01/06/24	Expiry Date	31/05/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Year			Options	Renewal Agreement Available		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Caretaker/Letting							
Contractor Name and Address Australian Accommodation 3 Pty Ltd ACN 661283432		Details of Duties Caretaking and letting duties as per the agreement		Delegated Powers		Basis of Remuneration \$1100 per lot pa + GST	
Commencement Date	12/04/16	Expiry Date	11/04/41	Copy of Agreement on File	Y	Termination Date	
Term of Contract	25 years			Options	One X 5 Years Deed		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Altogether		Details of Duties Supplier for serviced hot water and cooker gas.		Delegated Powers		Basis of Remuneration \$802,891	
Commencement Date	01/07/24	Expiry Date	30/06/34	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options	6 Monthly Rollover		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Jade Utilities Management Rights P/L		Details of Duties Service Agreement and Billing Duties		Delegated Powers		Basis of Remuneration Copy of Agreement on File	
Commencement Date	17/04/16	Expiry Date	17/04/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Embedded Network							
Contractor Name and Address ERM Power Retail Pty Ltd Level 52 111 Eagle Street Brisbane		Details of Duties Supply of Electricity		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/01/23	Expiry Date	31/12/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	2 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Schindler Lifts Australia Pty Ltd		Details of Duties Maintencace of Lift Equipment		Delegated Powers		Basis of Remuneration \$35,000+GST+Per Annum	
Commencement Date	01/09/21	Expiry Date	31/08/26	Copy of Agreement on File	Y	Termination Date	31/08/26
Term of Contract	5 years			Options			
Estimated Cost of Contract	35000.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Premier HVAC Pty Ltd PO Box 3026 Newmarket QLD 4051		Details of Duties Maintenance of Mechanical Services		Delegated Powers		Basis of Remuneration \$10,406.00 per annum Including GST	
Commencement Date	14/07/23	Expiry Date	13/07/26	Copy of Agreement on File		Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address MYBOS Suite 2.06, Level2,6 Parkview Dr, Sydney Olympic Park NSW 2127		Details of Duties Building Management Software		Delegated Powers		Basis of Remuneration \$8523.90 Annual Cost	
Commencement Date	04/03/22	Expiry Date	03/03/23	Copy of Agreement on File	Y	Termination Date	
Term of Contract	1 Year			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Embedded Network							
Contractor Name and Address Jade Utilities Management Rights P/L 16/492 Christine Ave Robina, QLD 4226		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	22/05/19	Expiry Date	22/05/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 Years			Options	Rollover 10 years after expire		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Premier Fire Pty Ltd PO BOX 3026 NEWMARKET QLD 4051		Details of Duties Fire Equipment Maintenance		Delegated Powers		Basis of Remuneration \$14,829.50 per annum (excluding GST)	
Commencement Date	28/06/23	Expiry Date	27/06/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Onlypark Pty Ltd Suite 260/10 Albert Ave Broadbeach QLD 4218		Details of Duties Car parking management		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	03/07/25	Expiry Date	03/07/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	364 Days			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

JADE ALBION CTS 48491

Maintenance							
Contractor Name and Address Ocean Protect PO Box 444, Alexandria, NSW 1435, Australia		Details of Duties Storm Water Maintenance		Delegated Powers		Basis of Remuneration \$9269.70 Yearly Cost	
Commencement Date	19/12/24	Expiry Date	18/12/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	5 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

**SCHEDULE C
BY-LAWS**

PART 1 – I NTERPRETATION

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) Terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) Headings are for guidance only and are not to be used as an aid in interpretation.
- (c) Plurals include the singular and singular include the plural.
- (d) Reference to either gender includes a reference to the other gender.
- (e) Reference to the whole includes any part of the whole.
- (f) A reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) In any combination or list of options, the use of the word "or" is not used as a word of limitation.
- (h) The use of the word "including" and any similar expression is not used as a word of limitation.
- (i) A reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) Where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- (k) All By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **BCCM Act** means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme.
- (b) **Authority** means anybody, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (c) **Body Corporate** means the body corporate created upon establishment of the Scheme.

- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act;
 - (iii) this CMS;
 - (iv) any registered covenant, easement or other encumbrance over the Common Property; or
 - (v) any rules relating to the Common Property made by the Committee pursuant to these By- laws.
- (e) **By-Laws** means these by-laws or any specified part of them.
- (f) **CMS** means this community management statement.
- (g) **Committee** means the committee of the Body Corporate appointed pursuant to the BCCM Act.
- (h) **Committee's Representative** means a member of the Committee or other person or body appointed from time to time for the purpose of representing the Committee.
- (i) **Common Property** means the common property of the Scheme.
- (j) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (k) **Council** means Brisbane City Council and/or, if the context requires, the Urban Land Development Authority or Economic Development Queensland (or similar authority).
- (l) **Display Unit** means a Lot or Lots used by the original owner or its nominee to promote further sales of Lots in the Development.
- (m) **Heavy Vehicle** means a motor vehicle in excess of 3 tonnes weight loaded and includes, irrespective of their weight, mobile homes, towed caravans and boats, campervans and motor homes.
- (n) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee and licensee of an Owner or Occupier.
- (o) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (p) **Letting Agent** means the person who from time to time holds an authorisation to act as the letting agent for the Scheme.
- (q) **Lot** means a lot in the Scheme and includes all improvements constructed on a lot and any areas of Common Property attaching to a lot under an exclusive use by-law allocation.

- (r) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (s) **Motor Vehicles** includes motorbikes but does not include Heavy Vehicles.
- (t) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (u) **Occupier** means any occupier of a Lot and includes:
 - (i) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);
 - (ii) a mortgagee in possession of a Lot;
 - (iii) a tenant or lessee (registered or otherwise) of a Lot or a part of a Lot; and
 - (iv) includes an occupier of a part of a Lot.
- (v) **Original Owner** means Arden Management Group Pty Ltd ACN 130 077 404 as trustee under instrument 713399372 or any other party nominated in writing to the Body Corporate by Arden Management Group Pty Ltd ACN 130 077 404 as trustee under instrument 713399372 or by a party which has already been nominated to the Body Corporate.
- (w) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (x) **Person** includes any corporation or association whether incorporate or not and bodies politic.
- (y) **Pets** means dogs, cats, birds and other animals kept as pets.
- (z) **Service Contractor** means the person or corporation appointed by the Body Corporate from time to time as service contractor to, amongst other things, keep the Common Property maintained and in good order and repair.
- (aa) **Scheme** means Jade Albion community titles scheme.
- (bb) **Scheme Land** means all the land contained in the Scheme. (cc) **Secretary** means the secretary of the Body Corporate.
- (cc) **Speed Limit** means 20 kilometres per hour or such other speed nominated by the Committee from time to time.

PART 2 - COMPLIANCE WITH CMS, BY-LAWS, RULES AND NOTICES

3. Observance of By-Laws and Peaceful Enjoyment

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure that any lessee, licensee, tenant or other Occupier or their Invitees comply with and observe these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

4. Rules Relating to Common Property

- 4.1 The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or assets of the Body Corporate and in particular (without limitation) in relation to the use of any improvements on or facilities within the Common Property not inconsistent with these By-Laws, unless and until they are disallowed or revoked by the Body Corporate in general meeting.
- 4.2 Occupiers must comply with any rules relating to the Common Property and/or assets of Body Corporate made under this By-Law.

5. Instructions to Contractors etc

Occupiers must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

6. Notices to be Observed

Occupiers and Invitees must observe the terms of any Notice displayed in the Common Property by authority of the Body Corporate or the Committee or of any lawful authority.

7. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

8. Moving In / Out of Scheme

- 8.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the Service Contractor, who will nominate a time and lift to be used for the purposes of such moving.
- 8.2 Protective lift curtains must be used for all moves.
- 8.3 The Service Contractor may require that the occupier pay a security deposit to secure payment of the cost to make good any damage caused by the occupier in moving.
- 8.4 The main entry foyer of the Scheme must not be used for moving purposes.

PART 3 – VEHICLES

9. Vehicles

- 9.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
 - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.
- 9.2 An approval under sub-section 1 must state the period for which it is given, with the exception of designated visitor parking.
- 9.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier, with the exception of designated visitor parking.

- 9.4 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.
- 9.5 Unless approved in writing by the Committee, Heavy Vehicles must not be parked in a Lot's allocated parking space.
- 9.6 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.
- 10. Car Washing**
- Washing of vehicles shall only occur in designated areas.
- 11. Bicycle Racks**
- Bicycles shall only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.
- 12. Speed Limits**
- Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

PART 4 - OBLIGATIONS IN RESPECT OF LOTS

- 13. Use of Lots**
- 13.1 Subject to these By-Laws (including, without limitation, the rights of the Service Contractor and Letting Agent under Part 8), Lots must be used only for residential purposes.
- 13.2 Lots must not be used:
- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
 - (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
 - (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- 13.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:
- (a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;
 - (b) the use is lawful and all necessary permits and insurances for the use are held;
 - (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
 - (d) the Occupier obeys the reasonable directions and requirements of the Committee.

14. Maintenance of Lots

14.1 Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

14.2 If the Committee gives the Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, an Occupier must permit representatives, agents and contractors of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection and carrying out works to rectify any Breach.

15. Alteration to Lots

15.1 An Owner or Occupier must not alter a Lot in any way without the approval in writing of the Committee.

15.2 No approval of the Committee is necessary in respect of minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes which are visible from outside of the Lot are in keeping with the colours used in the Scheme generally.

15.3 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations.

15.4 The Committee must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.

15.5 An approval given by the Committee to an alteration (in particular the installation of shutters) is conditional upon the Owner first obtaining all necessary Council approvals to the alteration.

15.6 Unless specifically shown as such on the Council approved plans for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvers, blinds or similar structures on balconies and terraces.

15.7 For avoidance of doubt, Owners must not make alterations to the floor finishes of their Lots, except to replace with a finish which is the same as that installed by the Original Owner without approval in writing of the Committee which may be given subject to conditions. The Committee in giving any such approval must ensure that the finishes installed do not permit the transfer of noise from the floor of a Lot into a Lot located below the relevant Lot in the building such as maybe the case when using wooden floorboards or parquetry as the floor finishes.

15.8 Air-conditioning systems may only be installed in exclusive use areas designated for installation or in areas, including within a Lot, designated by the Committee. All such systems must comply with all relevant standards in respect of noise omissions and otherwise as directed by the Committee.

16. Appearance of Lots

16.1 The purpose of this By-Law is to ensure that the Scheme remains at all times:

- (a) visually uniform;

- (b) tidy in appearance; and
- (c) having garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.

16.2 Unless approved in writing by the Committee, an Occupier must not:

- (a) hang any washing, bedding or other articles;
- (b) display any sign, banner, advertisement or similar articles;
- (c) use any part of the Lot for storage (except exclusive use storage areas);
- (d) keep any oversized plants (as determined in the opinion of the Committee); and
- (e) install any aerials, receivers or the like, if it is visible from outside of the Lot.

16.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless first approved in writing by the Committee. The Committee must have regard to the purpose of this By-Law in giving any approval.

16.4 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.

17. Clearance of Post Boxes

17.1 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

18. Nuisance

18.1 Occupiers and Invitees must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other Occupiers.

18.2 Occupiers must take all practical means to minimise annoyance to other Occupiers including by closing doors, windows and curtains and taking such further reasonable steps as may be within their power.

18.3 Invitees leaving after 11.00 pm must be requested to leave quietly. Quietness must also be observed when an Occupier returns late at night or in early morning hours.

18.4 Occupiers must not operate any electronic device or equipment which interferes with any domestic appliance or apparatus lawfully in use within the Scheme.

18.5 Occupiers must be appropriately dressed at all times when visible from Common Property, other Lots or outside the Scheme.

19. Infectious Diseases

Occupiers must:

- (a) immediately give Notice to the Body Corporate of any serious infectious disease contracted by the Occupier or an Invitee; and
- (b) include in such Notice details of all relevant information related to that disease.

20. Insurance

Occupiers must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

PART 5 - OBLIGATIONS RELATING TO BOTH THE USE OF THE COMMON PROPERTY AND LOTS**21. Garbage Disposal**

- 21.1 Garbage must be kept in a clean and dry garbage receptacle within a Lot or on Common Property designated by the Committee.
- 21.2 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers.
- 21.3 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property and must directly dispose of any rubbish generated within or located within that Occupier's Lot.
- 21.4 The Committee may:
- (a) clear away all rubbish, dirt or other material located on the Common Property or within a Lot; and
 - (b) repair any damage caused to the Common Property or the Lot by any rubbish, dirt or other material,
- at the cost of the Owner of the offending Lot.
- 21.5 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. Any system must be first approved by Council's waste service division (if approval is required) and must be complied with by Occupiers.
- 21.6 The Body Corporate must give and is empowered to give any indemnities in favour of the Brisbane City Council or other Authority as required to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

22. Flammable Substances

- 22.1 Occupiers must not, without the written permission of the Committee, store a flammable substance on the Common Property.
- 22.2 Occupiers must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.

23. Keeping of Pets

- (a) Subject to Section 181 of the Act, an Occupier must not, without the Committee's written approval, which may be given on conditions, keep any animal in a Lot or on the Common Property.
- (b) An Occupier who wishes to keep an animal at the Scheme must submit an application to the Committee. The application shall contain –
 - (i) all details about the animal, including breed, sex, age and name;

- (ii) a photograph of the animal; and
- (iii) the written consent of the Owner if the applicant is not the Owner of the Lot.
- (c) Any approval given under by-law 23(a) may contain any one or more of the following conditions, or any other conditions the Committee may consider appropriate –
 - (i) other than when the animal is entering or exiting the Scheme Land, the animal must be kept within the Lot;
 - (ii) the animal must not roam or be allowed to roam on Common Property or into another Lot;
 - (iii) when the animal traverses Common Property, which it may only do so for the purposes of being brought onto or taken off Scheme Land, it must be transported in a pet carrier or otherwise appropriately restrained;
 - (iv) the animal may only be taken into the lift servicing the Scheme Land only if –
 - A. the lift is empty; or
 - B. if the lift is not empty, the occupant's consent to the animal travelling in the lift,
 - (v) any animal litter or waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the Scheme Land and, where any part of the Scheme Land is soiled, it must be immediately cleaned and disinfected by the controller of the animal at the time;
 - (vi) the animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another Lot or Common Property;
 - (vii) where required by the Local Government ordinances, the animal must be registered with the Local Government and where the animal is a dog or cat it must wear an identification tag, tattoo or microchip;
 - (viii) the animal must be kept in good health and free from fleas and parasites; and/or
 - (ix) upon request by the Committee, the Occupier must provide to it a veterinary certificate confirming the animal's good health.
- (d) The Body Corporate may rescind its approval at any time if it reasonably considers the Occupier has not complied with any conditions of approval and upon such rescission of approval the animal shall be removed from the Lot and the Scheme Land within 14 days of the rescission of approval.
- (e) Any approval under by-law 23(a) shall only operate until the death of the animal, at which time any replacement animal will require a new application.

24. Auction Sales

Occupiers must not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the prior written permission of the Committee.

25. Use of Facilities

Occupiers must use facilities in Lots and within the Common Property properly and not for any purpose for which they were not intended for use.

PART 6 - OBLIGATIONS IN RESPECT OF COMMON PROPERTY

26. Obstruction

Occupiers must not:

- (a) interfere with the lawful use of the Common Property; or
- (b) interfere with the use of access ways, footpaths or driveways on the Common Property or any easement giving access to or through the Common Property; or
- (c) use access ways, footpaths or driveways on the Common Property for any purpose other than access.

27. Accidents On Common Property

Occupiers must:

- (a) give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property;
- (b) include in such Notice, all details of the accident which would be normally required by an insurer; and
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

28. Damage to Common Property

28.1 Occupiers must not damage or remove or use for their own purposes any lawn, garden or plant on Common Property without the written consent of the Committee.

28.2 Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property without the written consent of the Committee.

29. Notice of Damage

Occupiers must promptly notify the Body Corporate of any damage to or defect in any service, connection or fixtures which comprise part of the Common Property.

30. No Smoking

Occupiers must not at any time smoke cigarettes or any other substance whilst on Common Property.

31. Lot Utility Infrastructure located on Common Property

31.1 Lot Utility Infrastructure may, subject to consent of the Committee (such consent not to be unreasonably withheld), be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.

TITLE REFERENCE 51031977

- 31.2 Owners are responsible for:
- (a) the repair, maintenance and replacement of: and
 - (b) any loss or damage to, Lot Utility Infrastructure.
- 31.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

PART 7 - THE BODY CORPORATE

32. Empowering By-Law

- 32.1 The Body Corporate may supply, or engage another person to supply, utility services and other services for the benefit of Owners and Occupiers of Lots, if the services consist of 1 or more of the following:
- (a) maintenance services including, for example, cleaning, repairing, painting, pest prevention or extermination or mowing;
 - (b) communication services including, for example, the installation and supply of telephone, intercom, computer, data or television;
 - (c) domestic services including, for example, electricity, gas, water, garbage removal, air conditioning or heating.
- 32.2 The Body Corporate may, by agreement with a person for whom services are supplied, charge for the services (including for the installation of, and the maintenance and other operating costs associated with, utility infrastructure for the services), but only to the extent necessary for reimbursing the Body Corporate for supplying the services.
- 32.3 In acting under this Empowering By-Law, the Body Corporate must, to the greatest practicable extent, ensure the total cost to the Body Corporate (other than Body Corporation administration costs) for supplying a service, including the cost of a commercial service, and the cost of purchasing, operating, maintaining and replacing any equipment, is recovered from the users of the service.
- 32.4 Nothing in this Empowering By-Law limits the powers or obligations of the Body Corporate in relation to services under the BCCM Act or the relevant regulation module.

33. Supply of Utilities

- 33.1 This By-law applies to the supply of any utilities in the Scheme by the Body Corporate including:
- (a) hot water from a central hot water system;
 - (b) chilled water for air conditioning;
 - (c) any form of energy.
- In this By-law these are called the Metered Utilities.
- 33.2 The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:
- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot; and

TITLE REFERENCE 51031977

- (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (Supply Agreement).

33.3 A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the Owner or Occupier of the Lot to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Committee (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
 - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
 - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;
- (d) may require payment of a security deposit determined from time to time by the Committee; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Owner or Occupier of the Lot does not pay an account within the payment period specified by the Committee (which must be the same for each Lot).

33.4 The Body Corporate:

- (a) may refuse to enter into Supply Agreements with a person who is not the Owner of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Owner of a Lot if the Owner:
 - (i) has paid the required security deposit; and
 - (ii) is not in arrears for the previous supply of a Metered Utility.

33.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Owner or Occupier of the Lot unless:

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or defacto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

33.6 An Owner must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:

- (a) is the Owners responsibility; and
- (b) has been approved in writing by the Committee and is carried out by a tradesperson approved by the Committee.

This By-law does not apply to pipes within an Owners Lot that only service that Lot.

34. Breach

- 34.1 If an Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.
- 34.2 If the Owner or Occupier fail to remedy the Breach, the Body Corporate may, on a further 3 days Notice to the Owner and Occupier, enter the Lot and carry out any necessary works to remedy the Breach.
- 34.3 If an Occupier commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot and carry out the necessary works to remedy the Breach.
- 34.4 For avoidance of doubt, the Body Corporate may recover its costs in respect of that Breach in accordance with these By-Laws and under the BCCM Act.

35. Inspection of Lots

- 35.1 Occupiers must permit, (upon 3 day's Notice, except in the case of an emergency when no notice is required) representatives of the Body Corporate to access their Lot to:
- (a) conduct inspections;
 - (b) test any equipment within the Lot;
 - (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
 - (d) read any meter situated within the Lot; and
 - (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.
- 35.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.
- 35.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

36. Recovery of Costs

- 36.1 If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.
- 36.2 Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled to and the Committee may, in its absolute discretion:
- (a) seek an order of an Adjudicator under the BCCM Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier of Invitee), to pay the Body Corporate's Costs; or
 - (b) recover its Costs as a debt in an action in any Court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier of Invitee).

37. Levies

- 37.1 If a contribution levied under the BCCM Act is unpaid 30 days after it falls due for payment, then the Owner will have committed a Breach. The amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time. If no such determination has been made, then at a rate of 2½ % per month or any part month.
- 37.2 If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.
- 37.3 Unpaid contributions and interest and all Body Corporate administrative costs and legal costs (on a solicitor and own client basis) associated with collecting the unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

38. Correspondence

- 38.1 All complaints or applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.

39. Security System

- 39.1 The Body Corporate is empowered to establish and maintain a system in order to keep the Scheme secure which may include the keeping of a master key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of any such master key to the Service Contractor and / or Letting Agent.
- 39.2 For avoidance of doubt, the security system may restrict the access of Occupiers to certain areas of Common Property within the Scheme such as lift motor rooms, meeting rooms, storage areas etc and may only permit access to lift foyer areas and passage ways to Occupiers (and their Invitees) of Lots which are situated on the same floor as the lift foyer areas and passage ways.
- 39.3 If the Body Corporate operates a security system, no Occupier may interfere with that system or alter any locking device preventing entry to their Lot without the prior written approval of the Committee.

40. Fire Alarms

Occupiers who cause the fire alarm to be set off must pay the Costs of the Body Corporate incurred as a result, including any call out charges of the Fire Brigade.

PART 8 – LETTING AGENT

41. Letting Agent - Exclusive Letting Rights

- 41.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme, the Letting Agent may conduct a letting and selling agents business from the Scheme to the exclusion of all others.
- 41.2 The Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered into between the Letting Agent and the Body Corporate.

42. Service Contractor - Exclusive Rights

While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property, the Service Contractor may provide its services to the Body Corporate (in accordance with the terms of that appointment) to the exclusion of all others.

43. Letting Agent and Service Contractor - Body Corporate's Obligations

43.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme and / or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the "Agreements"), the Body Corporate:

- (a) directly or indirectly provide any of the services set out in the Agreements;
- (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements;
- (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
- (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements.

PART 9 – THE ORIGINAL OWNER

44. Display Unit and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use any Lot, or permit any Lot to be used, for the purposes of a Display Unit; and
- (b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

45. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

46. Lease or Licence of Common Property

Despite anything else in these By-laws, the Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will

be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;
- (b) a licence to a coffee shop operator in respect of part of the ground floor foyer or other common property area; or
- (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

47. Carrying out of Scheme

47.1 The Original Owner may, at any time, to facilitate the further carrying out of the Scheme, enter upon the Common Property and the Lots (without the consent of the Body Corporate) to undertake works on, to or within those areas of any kind, including, without limitation:

- (i) excavation and general earthworks;
- (ii) construction of improvements generally;
- (iii) construction of new Common Property or any part of the Scheme;
- (iv) construction on existing Common Property of improvements and facilities and modification of existing Common Property including construction considered necessary by the Original Owner to establish utility infrastructure and utility services and connections thereto;
- (v) construction of areas to be dedicated to Council or other Authorities such as roads or parklands;
- (vi) construction of services and infrastructure whether public or private including, without limitation, sewerage, gas, electricity, telephone, fibre optics, communication services and infrastructure and connections thereto; and
- (vii) changes and modifications to and completion of any of the above as required for the carrying out of the Scheme.

47.2 Without limiting the rights of the Original Owner under sub-clause 1, the Original Owner may, without the consent of the Body Corporate:

- (a) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
- (b) carry out works and modification to the Common Property as determined by the Original Owner as necessary to carry out or complete the Scheme;
- (c) damage the Common Property for the purpose of carrying out or completion of the Scheme including excavation and earth works;
- (d) cut holes in walls which are part of the Common Property (for example in basement carpark areas) for access purposes;
- (e) use Common Property and improvements thereon for support, both temporary and permanent;
- (f) install and keep rock anchors within or on Common Property;

TITLE REFERENCE 51031977

- (g) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;
 - (h) temporarily close off access to areas of Common Property to facilitate the carrying out of the Scheme; and
 - (i) build improvements, temporary and permanent, on Common Property.
- 47.3 The Original Owner may exercise its rights in the company of or through its nominees, builders, contractors, agents, employees and other authorised parties.
- 47.4 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by the Original Owner to give effect to any of the rights of the Original Owner in this CMS and such grant, variation or surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by the Original Owner to the Body Corporate. For example, if directed by the Original Owner, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.
- 47.5 In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Occupiers of their respective Lot and the Common Property.
- 47.6 While any construction or building operations are occurring within the Scheme, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.
- 47.7 Occupiers must not object to any noise, nuisance or other inconvenience which may arise as a result of the Original Owner exercising its rights under this By-Law.

PART 10 – EXCLUSIVE USE

48. Exclusive Use Areas and Assets

48.1 Exclusive use areas

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

48.2 Rights attach to Lots

The rights given in this By-law attach to the relevant Lots.

48.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

48.4 Exclusive use allocations and reallocations

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- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
- (i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;
 - (ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;
 - (iii) areas that are constructed as individual secure bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
 - (iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (External Areas) that:
 - (A) are adjoining or adjacent to the Lot to which they are allocated; and
 - (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot
- and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
- (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Committee of the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

48.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked then:
- (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and

- (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "External Area ancillary to the Lot" for areas allocated under sub-clause 4(a)(iv)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

48.6 Other matters about exclusive use areas

- (a) Exclusive use car parks may only be used for parking bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four wheel drive vehicles.
- (b) A vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.
- (c) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.
- (d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (f) The Body Corporate, Owners and Occupiers are entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property or another exclusive use area.

49. Council Mandated Conditions

The Approval of the Scheme requires that this CMS contain the provisions set out below. References in this by-law to drawings, documents, clauses etc are references to those things contained in the Development Approval for the Scheme.

49.1 Balconies and terraces

All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those described in Part (e) of this condition, other conditions of this package requiring sun-shading devices or similar and those consistent with the relevant "Brisbane City Plan 2000 - Residential Code".

49.2 Communal open space

The communal open space areas, swimming pool, pool surrounding, recreation area, gazebo/ BBQ area, stairs, internal footpaths/ pedestrian circulation routes and adjoining landscaping, lobbies, visitor car parks and bin storage areas as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit.

49.3 Vehicular spaces

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Visitor parking spaces for the residential units, driveway, and car/ vehicle turning areas indicated on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit and be available for use by all residential tenants and bona fide visitors.

49.4 Screening for air conditioning

Install and maintain suitable screening to all air conditioning, lift motor rooms, plant and service facilities located at the top of or on the external face of the building. The screening structures must be constructed from materials that are consistent with materials used elsewhere on the facade of the building. There are to be no individual external air conditioning units.

49.5 External sun control

External Sun Control devices to all western facing balconies, such devices shall meet the following requirements:

- (a) the devices are not to be fixed and are to be fully retractable. (This is to ensure that screening devices do not fully enclose balconies as this would increase GFA and increase the appearance of building Bulk);
- (b) the devices are to be constructed from materials complimentary to those of the building; and
- (c) where it is proposed to alter and or replace these fittings, details are to be submitted to the Council delegate for approval.

49.6 Maintained traffic areas

- (a) all sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter;
- (b) maintain parking and manoeuvring areas on site, and for the loading and unloading of the vehicles(s), in accordance with the approved plans and conditions, and the TAPS Policy of Brisbane City Plan 2000;
- (c) maintain a height clearance sign located at the entrances to undercover parking areas and a directional visitor parking sign at the vehicle entrance to the site adjacent to or clearly visible for the vehicle entrance to the site;
- (d) maintain the internal paved areas so they are signed and delineated in accordance with the approved plans, Manual of Uniform Traffic Control Devices and Austroads.

49.7 Heavy vehicle operation

Operation of heavy vehicles and/ or waste collection vehicles must only occur in the approved "Loading and Servicing" area and during the following hours:

7:00 am - 7:00 pm Monday to Saturday.

49.8 Collection of refuse

- (a) Internal collection of refuse and recyclables remains the responsibility of the Body Corporate/Tenants of the development. All refuse is to be collected internally to the nominated refuse collection point in accordance with an agreement for refuse collection with Council's City Waste Services.
- (b) Maintain an appropriate area for the storage and collection of refuse, including recyclables, in a position which is accessible to service vehicles on the site.

TITLE REFERENCE 51031977

49.9 Landscaping

On-site landscaping is to be maintained in accordance with the approved plans and certified plans. The landscaped embankment is to be included in common property of the multi unit development.

49.10 Advise purchasers

Any and all potential purchasers are to be advised in writing as part of the covenant of sale that the use is located in a transitional area and may not be afforded the same level of noise and/or air quality amenity compared with a traditional predominantly residential area until this area is totally redeveloped for residential purposes.

49.11 Indemnify Council

The applicant/owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.

49.12 Notify future occupants

The applicant/owner shall notify future owners/body corporate that the development has been approved on the basis that an indemnity is provided for refuse collection vehicles to enter the property.

PART 11 – RECREATION FACILITIES

50. Use of Pool

(a) In relation to the use of the swimming pool –

- (i) children below the age of 13 years must be accompanied by an adult Occupier exercising effective control over them;
- (ii) Invitees must be accompanied by the Occupier;
- (iii) Occupiers and their Invitees shall exercise caution at all times and not behave in a loud, unruly or offensive manner that is likely to interfere with the use and enjoyment of the swimming pool by other persons;
- (iv) Occupiers and their Invitees must be suitably attired at all times; and
- (v) all equipment must be used only according to manufacturer's specifications and recommendations.

(b) The swimming pool shall not be used between the hours of 9:00pm and 6:00am.

(c) In addition –

- (i) glassware, china and other breakable items are not to be taken into the pool enclosure.
- (ii) food and drink are not to be consumed in the pool enclosure; and
- (iii) pets are not to be taken into the pool enclosure.

(d) An Occupier or their Invitee must not operate adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.

TITLE REFERENCE 51031977

51. BBQ

- (a) Occupiers may use the BBQ between the hours of 6:00am to 9:00pm.
- (b) When using the BBQ, Occupiers must ensure it is used in a manner which does not:
 - (i) damage the plate or associated fittings;
 - (ii) cause a nuisance or hazard; or
 - (iii) interfere unreasonably with the use or enjoyment of a Lot or
 - (iv) interfere unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.
- (c) Occupiers must ensure that the BBQ is thoroughly cleaned and degreased after use

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lots on Plan or Common Property	Statutory Easement
Lots 1101 -1110, 1201-1210, 1301-1310, 1401-1410, 1501 - 1510, 1601 - 1610, 2101 - 2115, 2201 - 2215, 2301 - 2315, 2401 - 2415, 2501 - 2515, 2601 - 2615, 3101 - 3113, 3201 - 3214, 3301 - 3314, 3401 - 3414, 3501 - 3514, 3601 - 3614 and Common Property on SP 259423 and Lots 4101 - 4119, 4122, 4123, 4201- 4223, 4301- 4323, 4401 - 4423, 4501 - 4523, 4601 - 4623 and Common Property on SP 259424	Support
Lots 1101 -1110, 1201 - 1210, 1301 - 1310, 1401 -1410, 1501 - 1510, 1601 - 1610, 2101 - 2115, 2201 - 2215, 2301 - 2315, 2401 - 2415, 2501 - 2515, 2601 - 2615, 3101 - 3113, 3201 - 3214, 3301 - 3314, 3401 - 3414, 3501 - 3514, 3601 - 3614 and Common Property on SP 259423 and Lots 4101 - 4119, 4122, 4123, 4201- 4223, 4301- 4323, 4401 - 4423, 4501 - 4523, 4601 - 4623 and Common Property on SP259424	Utility Services and Utility Infrastructure
Lots 1101 -1110, 1201 - 1210, 1301 - 1310, 1401 -1410, 1501 - 1510, 1601 - 1610, 2101 - 2115, 2201 - 2215, 2301 - 2315, 2401 - 2415, 2501 - 2515, 2601 - 2615, 3101 - 3113, 3201 - 3214, 3301 - 3314, 3401 - 3414, 3501 - 3514, 3601 - 3614 and Common Property on SP 259423 and Lots 4101 - 4119, 4122, 4123, 4201- 4223, 4301- 4323, 4401 - 4423, 4501 - 4523, 4601 - 4623 and Common Property on SP259424	Shelter
	Projections
	Maintenance of building close to boundary

Services Location Diagrams

The location of the current service easements are as follows:

TITLE REFERENCE 51031977

Service Easement	Lots and / or Common Property affected	Service Location Diagram
Sewerage	Common Property on SP 259423 and SP 259424	the plan marked "SLD" attached
Water	Common Property on SP 259423 and SP 259424	the plan marked "SLD" attached
Power	Common Property on SP 259423 and SP 259424	the plan marked "SLD" attached
Stormwater	Common Property on SP 259423 and SP 259424	the plan marked "SLD" attached
Telstra/NBN	Common Property on SP 259423 and SP 259424	the plan marked "SLD" attached
Gas	Common Property on SP 259423 and SP 259424	the plan marked "SLD" attached
Fire	Common Property on SP 259423 and SP 259424	the plan marked "SLD" attached

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

Lot on Plan	By-law 48 - Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 1101 on SP 259423	B81	Parking
Lot 1102 on SP 259423	A100	Parking
Lot 1103 on SP 259423	B84	Parking
Lot 1104 on SP 259423	B85	Parking
Lot 1105 on SP 259423	A105	Parking
Lot 1106 on SP 259423	A104	Parking
Lot 1107 on SP 259423	B103 and B104	Parking
Lot 1108 on SP 259423	B142	Parking - Front In
Lot 1109 on SP 259423	A128	Parking
Lot 1110 on SP 259423	A121	Parking
Lot 1201 on SP 259423	B80 and B92	Parking
Lot 1202 on SP 259423	A151	Parking
Lot 1203 on SP 259423	B108 and B121	Parking
	S146	Storage
Lot 1204 on SP 259423	B83	Parking
Lot 1205 on SP 259423	A126	Parking
Lot 1206 on SP 259423	A127	Parking
Lot 1207 on SP 259423	B105 and B106	Parking
Lot 1208 on SP 259423	B146	Parking
Lot 1209 on SP 259423	B94	Parking
Lot 1210 on SP 259423	A120	Parking
Lot 1301 on SP 259423	B143	Parking
Lot 1302 on SP 259423	A150	Parking
Lot 1303 on SP 259423	B140	Parking
Lot 1304 on SP 259423	B141	Parking
Lot 1305 on SP 259423	A103	Parking
Lot 1306 on SP 259423	A125	Parking

TITLE REFERENCE 51031977

Lot 1307 on SP 259423	B95 and B96	Parking
Lot 1308 on SP 259423	B145	Parking
Lot 1309 on SP 259423	B93	Parking
Lot 1310 on SP 259423	A119	Parking
Lot 1401 on SP 259423	A157	Parking
Lot 1402 on SP 259423	A149	Parking
Lot 1403 on SP 259423	B138	Parking
Lot 1404 on SP 259423	B139	Parking - Front In
Lot 1405 on SP 259423	A123	Parking
Lot 1406 on SP 259423	A124	Parking
Lot 1407 on SP 259423	B97 and B98	Parking
	S21	Storage
Lot 1408 on SP 259423	A160	Parking
Lot 1409 on SP 259423	A129	Parking
Lot 1410 on SP 259423	A109	Parking
	S22	Storage
Lot 1501 on SP 259423	A158	Parking
Lot 1502 on SP 259423	A101	Parking
Lot 1503 on SP 259423	A154	Parking
Lot 1504 on SP 259423	A155	Parking
	S17	Storage
Lot 1505 on SP 259423	A106	Parking
Lot 1506 on SP 259423	A122	Parking
Lot 1507 on SP 259423	B99 and B100	Parking
Lot 1508 on SP 259423	A159	Parking
Lot 1509 on SP 259423	A130	Parking
Lot 1510 on SP 259423	A110	Parking
Lot 1601 on SP 259423	B114 and B115	Parking
Lot 1602 on SP 259423	A102	Parking
Lot 1603 on SP 259423	A152	Parking
Lot 1604 on SP 259423	A156	Parking
Lot 1605 on SP 259423	A108	Parking

TITLE REFERENCE 51031977

Lot 1606 on SP 259423	A107	Parking
Lot 1607 on SP 259423	B101 and B102	Parking
	S26	Storage
	S168	Storage
Lot 1608 on SP 259423	A93	Parking
Lot 1609 on SP 259423	B86	Parking
Lot 1610 on SP 259423	A111	Parking
Lot 2101 on SP 259423	A208	Parking
	S208	Storage
Lot 2102 on SP 259423	A148	Parking
Lot 2103 on SP 259423	A144	Parking
Lot 2104 on SP 259423	A41	Parking
	S16	Storage
Lot 2105 on SP 259423	A40	Parking
Lot 2106 on SP 259423	A238	Parking
Lot 2107 on SP 259423	A215	Parking
Lot 2108 on SP 259423	A137	Parking
Lot 2109 on SP 259423	B75	Parking
Lot 2110 on SP 259423	B58	Parking
Lot 2111 on SP 259423	B137	Parking
Lot 2112 on SP 259423	A117	Parking
Lot 2113 on SP 259423	A82	Parking
Lot 2114 on SP 259423	A83	Parking
Lot 2115 on SP 259423	A84	Parking
Lot 2201 on SP 259423	B122	Parking
Lot 2202 on SP 259423	A153	Parking
Lot 2203 on SP 259423	A143	Parking
Lot 2204 on SP 259423	A37	Parking
Lot 2205 on SP 259423	A36	Parking
Lot 2206 on SP 259423	A210	Parking
Lot 2207 on SP 259423	A170	Parking
	S2	Storage

TITLE REFERENCE 51031977

Lot 2208 on SP 259423	A138	Parking
Lot 2209 on SP 259423	B56	Parking
Lot 2210 on SP 259423	B57	Parking
Lot 2211 on SP 259423	B136	Parking
Lot 2212 on SP 259423	A112	Parking
Lot 2213 on SP 259423	A85	Parking
Lot 2214 on SP 259423	A86	Parking
Lot 2215 on SP 259423	A96	Parking
Lot 2301 on SP 259423	B124	Parking
Lot 2302 on SP 259423	A147 S25	Parking Storage
Lot 2303 on SP 259423	B144	Parking
Lot 2304 on SP 259423	A49	Parking
Lot 2305 on SP 259423	A35	Parking
Lot 2306 on SP 259423	A212	Parking
Lot 2307 on SP 259423	A211	Parking
Lot 2308 on SP 259423	A139	Parking
Lot 2309 on SP 259423	B77	Parking
Lot 2310 on SP 259423	B76	Parking
Lot 2311 on SP 259423	B135	Parking
Lot 2312 on SP 259423	A113	Parking
Lot 2313 on SP 259423	A97	Parking
Lot 2314 on SP 259423	A98	Parking
Lot 2315 on SP 259423	A99	Parking
Lot 2401 on SP 259423	B127	Parking
Lot 2402 on SP 259423	A145	Parking
Lot 2403 on SP 259423	B110	Parking
Lot 2404 on SP 259423	A47	Parking
Lot 2405 on SP 259423	A48	Parking
Lot 2406 on SP 259423	A239	Parking
Lot 2407 on SP 259423	A214	Parking
Lot 2408 on SP 259423	A140	Parking

TITLE REFERENCE 51031977

Lot 2409 on SP 259423	B54	Parking
Lot 2410 on SP 259423	B55	Parking
Lot 2411 on SP 259423	B134	Parking
Lot 2412 on SP 259423	A116	Parking
Lot 2413 on SP 259423	A209	Parking
Lot 2414 on SP 259423	A217	Parking
Lot 2415 on SP 259423	A216	Parking
Lot 2501 on SP 259423	B126	Parking
Lot 2502 on SP 259423	A146	Parking
Lot 2503 on SP 259423	B120	Parking
Lot 2504 on SP 259423	A45	Parking
	S11	Storage
Lot 2505 on SP 259423	A46	Parking
Lot 2506 on SP 259423	A240	Parking
Lot 2507 on SP 259423	A213	Parking
	S9	Storage
Lot 2508 on SP 259423	A141	Parking
Lot 2509 on SP 259423	B79	Parking
Lot 2510 an SP 259423	B78	Parking
Lat 2511 an SP 259423	B133	Parking
Lot 2512 on SP 259423	A115	Parking
Lat 2513 on SP 259423	A236	Parking
Lat 2514 on SP 259423	A237	Parking
Lot 2515 on SP 259423	A174	Parking
Lat 2601 an SP 259423	A118	Parking
Lot 2602 on SP 259423	B107	Parking
Lot 2603 on SP 259423	B109	Parking
Lot 2604 on SP 259423	A81	Parking
Lot 2605 on SP 259423	A80	Parking
Lot 2606 on SP 259423	B123	Parking
Lot 2607 on SP 259423	A244	Parking
Lot 2608 on SP 259423	A142	Parking

TITLE REFERENCE 51031977

	S14	Storage
Lot 2609 on SP 259423	A39	Parking
Lot 2610 on SP 259423	A38	Parking
Lot 2611 on SP 259423	B132	Parking
Lot 2612 on SP 259423	A114	Parking
Lot 2613 on SP 259423	A241	Parking
Lot 2614 on SP 259423	A242	Parking
Lot 2615 on SP 259423	A243	Parking
Lot 3101 on SP 259423	A89	Parking
Lot 3102 on SP 259423	A66	Parking
Lot 3103 on SP 259423	A186	Parking
Lot 3104 on SP 259423	A198	Parking
Lot 3105 on SP 259423	A231 and A232	Parking
Lot 3106 on SP 259423	B130	Parking - Front In
Lot 3107 on SP 259423	A166	Parking
Lot 3108 on SP 259423	A221	Parking
	S15	Storage
Lot 3109 on SP 259423	A230	Parking
Lot 3110 on SP 259423	A12	Parking
Lot 3111 on SP 259423	A18	Parking
Lot 3112 on SP 259423	A6	Parking
Lot 3113 on SP 259423	A189	Parking
Lot 3201 on SP 259423	A90	Parking
Lot 3202 on SP 259423	A19	Parking
Lot 3203 on SP 259423	A194	Parking
Lot 3204 on SP 259423	A199	Parking
Lot 3205 on SP 259423	A233 and A234	Parking
Lot 3206 on SP 259423	A167	Parking - Front In
Lot 3207 on SP 259423	A161	Parking
Lot 3208 on SP 259423	A220	Parking
Lot 3209 on SP 259423	A226	Parking
Lot 3210 on SP 259423	A11	Parking

TITLE REFERENCE 51031977

Lot 3211 on SP 259423	A17	Parking
Lot 3212 on SP 259423	A5	Parking
Lot 3213 on SP 259423	A188	Parking
Lot 3214 on SP 259423	A204	Parking
Lot 3301 on SP 259423	A91	Parking
Lot 3302 on SP 259423	A20	Parking
Lot 3303 on SP 259423	A193	Parking
Lot 3304 on SP 259423	A200	Parking
Lot 3305 on SP 259423	A176 and A177	Parking
Lot 3306 on SP 259423	A168	Parking - Front In
Lot 3307 on SP 259423	A162	Parking
Lot 3308 on SP 259423	A219	Parking
Lot 3309 on SP 259423	A225	Parking
Lot 3310 on SP 259423	A10	Parking
Lot 3311 on SP 259423	A180 S7	Parking Storage
Lot 3312 on SP 259423	A4	Parking
Lot 3313 on SP 259423	A187	Parking
Lot 3314 on SP 259423	A205	Parking
Lot 3401 on SP 259423	A92	Parking
Lot 3402 on SP 259423	A65	Parking
Lot 3403 on SP 259423	A192	Parking
Lot 3404 on SP 259423	A201	Parking
Lot 3405 on SP 259423	A178 and A179	Parking
Lot 3406 on SP 259423	B131	Parking
Lot 3407 on SP 259423	A163	Parking
Lot 3408 on SP 259423	A218	Parking
Lot 3409 on SP 259423	A224	Parking
Lot 3410 on SP 259423	A9	Parking
Lot 3411 on SP 259423	A15	Parking
Lot 3412 on SP 259423	A3	Parking
Lot 3413 on SP 259423	A227	Parking

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Lot 3414 on SP 259423	A206	Parking
Lot 3501 on SP 259423	A73	Parking
Lot 3502 on SP 259423	A67	Parking
Lot 3503 on SP 259423	A191	Parking
Lot 3504 on SP 259423	A202	Parking
Lot 3505 on SP 259423	A169 and A171	Parking
	S169	Storage
Lot 3506 on SP 259423	B129	Parking
Lot 3507 on SP 259423	A164	Parking
Lot 3508 on SP 259423	A235	Parking
Lot 3509 on SP 259423	A223	Parking
Lot 3510 on SP 259423	A8	Parking
Lot 3511 on SP 259423	A14	Parking
Lot 3512 on SP 259423	A2	Parking
Lot 3513 on SP 259423	A228	Parking
Lot 3514 on SP 259423	A203	Parking
Lot 3601 on SP 259423	A72	Parking
Lot 3602 on SP 259423	A68	Parking
Lot 3603 on SP 259423	A190	Parking
Lot 3604 on SP 259423	A207	Parking Storage
	S207	
Lot 3605 on SP 259423	A182 and A183	Parking
Lot 3606 on SP 259423	B128	Parking - Front In
Lot 3607 on SP 259423	A165	Parking
Lot 3608 on SP 259423	A175	Parking
Lot 3609 on SP 259423	A222	Parking
Lot 3610 on SP 259423	A7	Parking
Lot 3611 an SP 259423	A13	Parking
Lot 3612 on SP 259423	A1	Parking
Lot 3613 on SP 259423	A229	Parking
Lot 3614 on SP 259423	A245	Parking
Lot 4101 on SP259424	A21	Parking - Front In

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Lat 4102 on SP259424	A22	Parking - Front In
Lot 4103 on SP259424	A23	Parking - Front In
Lot 4104 on SP259424	A24	Parking
Lat 4105 on SP259424	A25	Parking - Front In
Lot 4106 on SP259424	A26	Parking - Front In
Lot 4107 on SP259424	A27	Parking - Front In
Lot 4108 on SP259424	A28	Parking
Lot 4109 on SP259424	A29	Parking
Lat 4110 on SP259424	A30	Parking
Lat 4111 on SP259424	A31	Parking
Lat 4112 on SP259424	A32	Parking
Lat 4113 on SP259424	A33	Parking
Lot 4114 on SP259424	A34	Parking
Lot 4115 on SP259424	A42	Parking - Front In
Lot 4116 on SP259424	A43	Parking - Front In
Lot 4117 on SP259424	A185 and A44 S18	Parking - Front In Storage
Lot 4118 on SP259424	A50	Parking
Lot 4119 on SP259424	A51	Parking
Lot 4122 on SP259424	A181	Parking
Lot 4123 on SP259424	A53	Parking
Lot 4201 on SP259424	A76	Parking
Lot 4202 on SP259424	A77	Parking
Lot 4203 on SP259424	A78	Parking
Lot 4204 on SP259424	A79	Parking
Lot 4205 on SP259424	A71	Parking
Lot 4206 on SP259424	A195	Parking
Lot 4207 on SP259424	A196	Parking
Lot 4208 on SP259424	A197	Parking
Lot 4209 on SP259424	A131	Parking
Lot 4210 on SP259424	A132	Parking
Lot 4211 on SP259424	A133	Parking

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Lot 4212 on SP259424	A134	Parking
Lot 4213 on SP259424	B148	Parking - Reverse In
Lot 4214 on SP259424		
Lot 4215 on SP259424		
Lot 4216 on SP259424	S20	Storage
Lot 4217 on SP259424	B4	Parking
Lot 4218 on SP259424	A52	Parking
Lot 4219 on SP259424		
Lot 4220 on SP259424	B29 and B30	Parking
Lot 4221 on SP259424	A135	Parking
Lot 4222 on SP259424	A136	Parking
Lot 4223 on SP259424	A16	Parking
Lot 4301 on SP259424	A58	Parking
Lot 4302 on SP259424	A59	Parking
Lot 4303 on SP259424	A60	Parking
Lot 4304 on SP259424	A61	Parking
Lot 4305 on SP259424	A62	Parking
Lot 4306 on SP259424	A63	Parking
Lot 4307 on SP259424	A64	Parking
Lot 4308 on SP259424	A69	Parking
Lot 4309 on SP259424	A70	Parking
Lot 4310 on SP259424	A87	Parking
Lot 4311 on SP259424	A88	Parking
Lot 4312 on SP259424	A74	Parking
Lot 4313 on SP259424	B125	Parking
Lot 4314 on SP259424	A172	Parking - Front In
Lot 4315 on SP259424	A173	Parking - Front In
Lot 4316 on SP259424	A184	Parking - Front In
Lat 4317 on SP259424	B3	Parking
Lot 4318 on SP259424		
Lot 4319 on SP259424	B149 S10	Parking - Reverse In Storage

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Lot 4320 on SP259424	B27 and B28	Parking
Lot 4321 on SP259424	B13	Parking
Lot 4322 on SP259424	A95	Parking
Lot 4323 on SP259424	A75	Parking
Lot 4401 on SP259424	B90	Parking
Lot 4402 on SP259424	B82	Parking
Lot 4403 on SP259424	B87	Parking
Lot 4404 on SP259424	B89	Parking
Lot 4405 on SP259424	B59	Parking
Lot 4406 on SP259424	B91	Parking
Lot 4407 an SP259424	B60	Parking
Lot 4408 on SP259424	B21 S12	Parking - Front In Storage
Lot 4409 on SP259424	B22	Parking - Front In
Lot 4410 on SP259424	B23	Parking - Front In
Lot 4411 on SP259424	B24	Parking - Front In
Lot 4412 on SP259424	B37	Parking - Front In
Lot 4413 on SP259424	B38	Parking - Front In
Lot 4414 on SP259424	B39	Parking - Front In
Lot 4415 on SP259424	B40	Parking - Front In
Lot 4416 on SP259424	A54	Parking
Lot 4417 on SP259424	B2	Parking
Lot 4418 on SP259424	A55	Parking
Lot 4419 on SP259424	A56	Parking
Lot 4420 on SP259424	B25 and B26	Parking
Lot 4421 on SP259424	B15	Parking
Lot 4422 on SP259424	B10 S95	Parking Storage
Lot 4423 on SP259424	A57	Parking
Lot 4501 on SP259424	B64	Parking
Lot 4502 on SP259424	B63	Parking
Lot 4503 on SP259424	B67	Parking

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Lot 4504 on SP259424	B68	Parking
Lot 4505 on SP259424	B69	Parking
Lot 4506 on SP259424	B70	Parking
Lot 4507 on SP259424	B71	Parking
Lot 4508 on SP259424	B72	Parking
Lot 4509 on SP259424	B73	Parking
Lot 4510 on SP259424	B74	Parking
Lot 4511 on SP259424	B111	Parking
Lot 4512 on SP259424	B112	Parking
Lot 4513 on SP259424	B113	Parking
Lot 4514 on SP259424	B61	Parking
Lot 4515 on SP259424	B62	Parking
Lot 4516 on SP259424	B116	Parking
Lot 4517 on SP259424	B1	Parking
Lot 4518 on SP259424	B117	Parking
Lot 4519 on SP259424	B118	Parking
	S3	Storage
Lot 4520 on SP259424	B18 and B19	Parking
	S24	Storage
Lot 4521 on SP259424	A94	Parking
	S94	Storage
Lot 4522 on SP259424	B14	Parking
Lot 4523 on SP259424	B119	Parking
Lot 4601 on SP259424	B20	Parking
Lot 4602 on SP259424	B33	Parking
Lot 4603 on SP259424	B34	Parking
	S8	Storage
Lot 4604 on SP259424	B35	Parking
Lot 4605 on SP259424	B36	Parking
Lot 4606 on SP259424	B53	Parking
Lot 4607 on SP259424	B52	Parking
Lot 4608 on SP259424	B51	Parking

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Lot 4609 on SP259424	B50	Parking
Lot 4610 on SP259424	B49	Parking
Lot 4611 on SP259424	B48	Parking
	S145	Storage
Lot 4612 on SP259424	B47	Parking
Lot 4613 on SP259424	B46	Parking
Lot 4614 on SP259424	B45	Parking
Lot 4615 on SP259424	B44	Parking
Lot 4616 on SP259424	B42	Parking
	S19	Storage
Lot 4617 on SP259424	B31 and B32	Parking
	S93	Storage
Lot 4618 on SP259424	B41	Parking
	S1	Storage
Lot 4619 on SP259424	B66	Parking
Lot 4620 on SP259424	B16 & B17	Parking
	S23	Storage
Lot 4621 on SP259424	B11	Parking
Lot 4622 on SP259424	B12	Parking
Lot 4623 on SP 259424	B65	Parking

Note: Where the "Purpose" states "Parking – Front in" that carpark may only be capable of use by parking a standard size car front in to the carpark space. Where the "Purpose" states "Parking – Reverse in" that carpark may only be capable of use by parking a standard size car reverse in to the carpark space. This is due to height restrictions in those car spaces.

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BALANCE SHEET

AS AT 12 FEBRUARY 2026

	ACTUAL 12/02/2026	ACTUAL 31/03/2025
<u>OWNERS FUND</u>		
Administrative Fund	(220,044.64)	(152,582.46)
Sinking Fund	788,239.71	576,279.22
<u>TOTAL</u>	<u>\$ 568,195.07</u>	<u>\$ 423,696.76</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	26,204.14	120,736.58
Amp Notice Account	0.00	170,164.96
Mbl Term Deposit	318,222.89	404,861.94
Mbl At Call Account	355,000.00	0.00
Contributions Billed Not Due	448,613.37	425,274.73
Prepayments Contributions	2,634.31	12,818.00
Contributions In Arrears	23,890.28	2,842.80
Other Arrears	6,861.42	3,431.06
Sundry Debtors	0.00	88,836.49
Prepaid Expenses	0.00	61,006.23
Interest Receivable	0.00	4,059.50
Secondary Debtor	478.50	0.00
Recovery Costs	(1,010.00)	0.00
Owner Costs	(35.00)	0.00
<u>TOTAL ASSETS</u>	<u>1,180,859.91</u>	<u>1,294,032.29</u>
<u>LIABILITIES</u>		
G S T Clearing A/C	15,575.95	(8,594.42)
P A Y G Clearing A/C	0.00	3,580.00
Creditors	163,996.44	183,871.54
Sundry Creditor	0.00	(93,725.20)
Contributions Billed Not Due	407,830.34	386,613.39
Prepayments Contributions	2,394.34	11,652.38
Contributions In Advance	21,524.48	263,115.91
Other Payments In Advance	1,343.29	19,466.14
Accrued Expenses	0.00	104,355.79
<u>TOTAL LIABILITIES</u>	<u>612,664.84</u>	<u>870,335.53</u>
<u>NET ASSETS</u>	<u>\$ 568,195.07</u>	<u>\$ 423,696.76</u>

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2025 TO 12 FEBRUARY 2026

	ACTUAL 01/04/25-12/02/26	BUDGET 01/04/25-31/03/26	VARIANCE %	ACTUAL 01/04/24-31/03/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Contributions - Admin Fund	1,204,738.54	1,204,731.00	100.00	1,147,365.74
Interest On Overdue Levies	3,259.80	0.00		5,306.54
TOTAL ADMIN. FUND INCOME	1,207,998.34	1,204,731.00		1,152,672.28
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Fees	0.00	6,700.00	0.00	0.00
Bank Charges - No Gst	0.00	10.00	0.00	0.00
Bank Charges	214.28	190.00	112.78	189.72
Tax Agents Fee	0.00	500.00	0.00	500.00
Administration - Base Fee	40,197.93	42,435.00	94.73	38,402.02
Administration - F F S	13,815.96	12,000.00	115.13	28,493.67
Fire Control Expenses	29,642.85	25,000.00	118.57	22,600.46
Gas - Hotwater	529.03	750.00	70.54	741.98
Committee Remuneration	3,125.00	18,000.00	17.36	17,625.00
Cleaning	17,852.08	25,000.00	71.41	24,355.40
Cleaning - Windows	0.00	0.00	0.00	44,500.00
Cleaning - Materials	2,908.70	3,300.00	88.14	3,281.12
Electricity/Utilities	260,173.39	135,000.00	192.72	272,956.39
Fees & Permits No Gst	741.00	1,000.00	74.10	958.75
Insurance/Other	155,730.79	16,967.59	917.81	16,352.13
Insurance Building	31,310.76	134,820.68	23.22	119,255.64
Insurance Renewal Recovery	(134,824.50)	(134,820.68)	100.00	(115,667.62)
Insurance Stamp Duty	16,447.02	13,347.25	123.22	11,923.37
Legal Expenses	87,275.08	3,500.00	2,493.57	46,011.44
Bms Software	7,504.08	7,800.00	96.21	7,744.84
Onsite Management	492,031.14	580,608.00	84.74	553,608.06
Pest Control	2,865.00	4,200.00	68.21	4,180.00
Communication & Disbursements	27,564.30	28,413.00	97.01	26,420.67
Communication/Disb'ments-F F S	12,667.06	7,000.00	180.96	16,843.22
Water Rates	32,577.29	44,000.00	74.04	43,218.35
R & M Building	13,957.31	10,000.00	139.57	9,759.30
R & M Painting	0.00	1,500.00	0.00	1,470.00
Carpark Management	0.00	3,600.00	0.00	0.00
Stormwater Management	9,601.82	11,100.00	86.50	11,095.45
R & M Electrical	6,974.48	3,700.00	188.50	3,650.72
R & M Gym Equipment	1,410.00	1,000.00	141.00	780.45
R & M Gardens & Grounds	1,303.39	1,900.00	68.60	1,836.20
R & M Plant & Equipment	23,910.33	19,000.00	125.84	18,870.00
R & M Plumbing	19,947.34	10,000.00	199.47	9,091.89
R & M Pool	4,119.98	5,000.00	82.40	5,021.00
Pool Chemicals	5,958.35	6,600.00	90.28	6,559.01
R & M Lifts	1,380.00	1,800.00	76.67	1,735.00
Lift Service Agreement	41,214.92	41,000.00	100.52	40,014.50

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2025 TO 12 FEBRUARY 2026

	ACTUAL 01/04/25-12/02/26	BUDGET 01/04/25-31/03/26	VARIANCE %	ACTUAL 01/04/24-31/03/25
Lift Registration-No Gst	4,978.84	2,700.00	184.40	2,653.14
R & M Auto Doors & Gates	300.00	2,500.00	12.00	2,935.00
Security	33,205.25	25,000.00	132.82	55,849.88
Consultants	0.00	0.00	0.00	6,615.00
Bas/las Lodgement Fees	1,200.00	1,200.00	100.00	1,200.00
Stratamax Licensing Fee	5,650.27	6,700.00	84.33	6,629.99
Work Place H & S Report	0.00	0.00	0.00	2,530.91
Prior Year Adjustment	0.00	0.00	0.00	3,030.05
Levy Recovery Cost Write-Off	0.00	0.00	0.00	135.00
<u>TOTAL ADMIN. EXPENDITURE</u>	<u>1,275,460.52</u>	<u>1,130,020.84</u>		<u>1,375,957.10</u>
<u>SURPLUS / DEFICIT</u>	<u>\$ (67,462.18)</u>	<u>\$ 74,710.16</u>		<u>\$ (223,284.82)</u>
Opening Admin Balance	(152,582.46)	(152,582.46)	100.00	70,702.36
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (220,044.64)</u>	<u>\$ (77,872.30)</u>		<u>\$ (152,582.46)</u>

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35 Burdett Street Albion Qld 4010

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2025 TO 12 FEBRUARY 2026

	ACTUAL 01/04/25-12/02/26	BUDGET 01/04/25-31/03/26	VARIANCE %	ACTUAL 01/04/24-31/03/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Contributions - Sinking Fund	291,758.46	291,748.00	100.00	283,238.64
Interest Received	16,937.84	0.00		29,487.45
Interest Accrual	(6,705.75)	0.00	0.00	(3,282.88)
<u>TOTAL SINKING FUND INCOME</u>	301,990.55	291,748.00		309,443.21
<u>EXPENDITURE - SINKING FUND</u>				
Building	53,905.73	150,000.00	35.94	61,358.35
Plant & Equipment	0.00	6,500.00	0.00	113,525.20
Painting	2,175.00	20,000.00	10.88	9,159.55
Electrical	3,513.96	5,000.00	70.28	6,138.02
Fire Control	3,838.58	6,500.00	59.06	7,407.00
Gardens & Grounds	0.00	4,000.00	0.00	4,160.90
Plumbing	17,079.44	6,000.00	284.66	8,482.74
Pool Equipment	4,912.35	3,000.00	163.74	2,890.30
Security Equipment	0.00	5,000.00	0.00	112,525.95
Income Tax	0.00	0.00	0.00	326.80
Instalment Tax	4,605.00	0.00		7,846.00
Gates & Doors	0.00	4,000.00	0.00	4,190.00
Prior Year Adjustment	0.00	0.00	0.00	4,703.93
<u>TOTAL SINK. FUND EXPENDITURE</u>	90,030.06	210,000.00		342,714.74
<u>SURPLUS / DEFICIT</u>	<u>\$ 211,960.49</u>	<u>\$ 81,748.00</u>		<u>\$ (33,271.53)</u>
Opening Sinking Fund Balance	576,279.22	576,279.22	100.00	609,550.75
<u>SINKING FUND BALANCE</u>	<u>\$ 788,239.71</u>	<u>\$ 658,027.22</u>		<u>\$ 576,279.22</u>

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Lot Improvements

Account No	Name	Details
02100001	LOCKHAR S-A	Approval 1 Cat - Abyssinian
02100004	SADLER D A & G M AS TTE	Pet Approval - 1 Dog 25/07/17
02100012	PRETTYMAN G	Cat Approved 050716
02100014	O'KEEFFE A M	Approval for 1 Tabby Kitten
02100020	Laura Kate Mulheran	Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
02100025	CLARK K	• Lot 1210 (flooring) Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
02100026	HU H	• Lot 1305 (flooring) 1 x Kelipe Approved 270616
02100027	SDMADDERN PROPERTY PTY LTD	Approval - 1x Dog - 26/09/17
02100034	Mark Lees & Rachel Anne Miller	Approval - 1x Dog - 9/08/17
02100036	BYRNES T	Pet Approval - 1 Dog 25/07/17 Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
02100038	Carl Rathus & Heather Matthews	• Lot 1406 (flooring) Approval for 1 Black x White Cat
02100041	YAP A	Approval for 1 Poodle x Maltese Dog
02100067	MONICA M	Approved - 1 Beagle Dog 29/06/17
02100084	TUNG S S N & INGPEN A R	Approval of 1 Bengal kitten 12 weeks old, desexed, currently 1kg, will grow to 6-8kg
02100091	YANG D	Approval - 2 Siamese Cats
02100100	ZECCHINATI C L	Approval - 1x Cat - 4/11/17
02100103	J & J ALLEN SUPER INVE P/L	Pet Approval - 1 cat - 12/09/17
02100104	J & S SHACKLETON SUPER INVE	Pet Approval - 1 Cat 25/07/17
02100105	LEWIS H M	Approved Pet - 1 Cat
02100107	TRAVERS S & S	Approval for 1 Tortoiseshell Cat
02100109	DOS ANJOS LOPEZ VAQUERO V	Approval - 1 Female Rat 2017
02100119	SISMEY J	Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in

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Lot Improvements

Account No	Name	Details
		between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
		• Lot 2414 (fly screen)
02100120	MCCARTHY J	Cat Approval 14.6.16
02100126	DAVIES K	Approval - 1 Dog - Chihuahua
02100129	WATTS J K & CARTER K I	Approval for 1 Bengal Kitten
02100142	MCLENNAN A J	pre approval granted for a cat
02100148	COTTIS E	Approval - 1x Cat - 27/10/17
02100155	CLEARY K	Approved - 1 dog 21/08/17
02100161	GATES BUTLER SUPER INVE P/L	Approved 1 Dog - Poodle
		Approved 1 Dog - Sausage Dog
02100164	BOEVINK L	Dog Approved - 14.06.16
02100166	STEWART C & T	Approval - 1 Desexed dog
02100177	SWEENEY E	Approval - 1x Dog - 9/11/17
02100180	BELL J W	Approval 1x King Charles Cavalier Dog
02100182	COOPER B I	Dog Approval 28.6.16
02100190	BUCHAN FORD S J	Approval 1 Cat - Ragdoll x Burmese
02100191	BRUCE G R & SMITH J K	Approval - 1x Cat - 18/07/17
02100196	FOULKES G & L	Approval for 1 Tortoiseshell Cat
02100198	EASTGATE J	Lot 3407
		pot- cake dog aged 7 and weighing 26.8kg - Approved 23.6.16
02100207	AHLUWALIA H S & M K	1 fench Bull dog Approved 12.7.16
02100210	RHONWARD HOLDINGS PTY LTD	Dog Approval 28.6.16
02100211	CROSBY R S	Dog Approval 28.6.16
02100225	LUTZ D T & SCHMIDT L	Committee Meeting 211124 - 5.4 Ratification of Lot Improvement Requests
		RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
		• Lot 3606 -Water Line
02100226	PASTERFIELD N O	Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests
		RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
		• Lot 3607 (flooring)
02100229	Scott Whitelaw & Jeremy Mahon	Approval - 1x Cat - 26/10/17
02100247	ALBERTELLA L	Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests
		RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are

JADE ALBION CTS 48491

Lot Improvements

Account No	Name	Details
02100262	Aidan Curry & Ellie-Ann Green	adhered to, supplied within their approval letters. • Lot 4113 (flooring) Committee Meeting 211124 - 5.4 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
02100264	JACKSON P	• Lot 4207 -Flooring Alternation Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
02100294	MOKROHAJSKA M & MOKROHAJSKY R	• Lot 4209 (fly screen) Committee Meeting 211124 - 5.4 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters.
02100317	PATERSON K	• Lot 4316 -Flooring Alternation Approval - 1x Dog - 9/11/17
02100329	LEWIS A	Approval for 1 Poodle x Dog
02100364	EMERALD ESTATE PTY LTD ATF	Approval 1 Dog - Shih Tzu Maltese
02100370	MCNAUGHTON J	Committee Meeting 050325- 7.9 Ratification of Lot Improvement Requests RESOLVED THAT the Committee ratify the decision made in between meetings to approve the below Lot Improvements on the requirement that the Standard Conditions and By-Laws are adhered to, supplied within their approval letters. • Lot 4623 (flooring)

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

JADE ALBION CTS 48491

ABN 70 915 053 932

STATEMENT

Transfer Date:
10/05/16

Mr K & Mrs J Krahge
10 Mena Pl
PORT LINCOLN SA 5606

Statement Period

01 Apr 24 to 12 Feb 26

A/c No	204	Lot No	3413
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Page Number	1 of 2	Unit No	3413
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Last Certificate Issued: 21/04/16

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/04/24	Admin Fund	01/04/24 To 30/06/24	I0033603	829.44		829.44
01/04/24	Sinking Fund	01/04/24 To 30/06/24	I0033972	204.66		1,034.10
01/04/24	Insurance Levy	01/04/24 To 30/06/24	I0034341	97.16		1,131.26
03/04/24	Receipt	Admin Fund	R0010894		829.44	301.82
03/04/24	Receipt	Sinking Fund	RA010894		204.66	97.16
03/04/24	Receipt	Insurance Levy	RB010894		97.16	0.00
08/05/24	Admin Fund	01/07/24 To 30/09/24	I0034710	829.71		829.71
08/05/24	Sinking Fund	01/07/24 To 30/09/24	I0035079	204.93		1,034.64
08/05/24	Insurance Levy	01/07/24 To 30/09/24	I0035448	97.44		1,132.08
01/07/24	Receipt	Admin Fund	R0011308		829.71	302.37
01/07/24	Receipt	Sinking Fund	RA011308		204.93	97.44
01/07/24	Receipt	Insurance Levy	RB011308		97.44	0.00
08/08/24	Admin Fund	01/10/24 To 31/12/24	I0035817	879.39		879.39
08/08/24	Sinking Fund	01/10/24 To 31/12/24	I0036186	217.08		1,096.47
08/08/24	Insurance Levy	01/10/24 To 31/12/24	I0036555	80.92		1,177.39
01/10/24	Receipt	Admin Fund	R0011815		879.39	298.00
01/10/24	Receipt	Sinking Fund	RA011815		217.08	80.92
More details on next page...				\$3,440.73	\$3,359.81	\$80.92
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$1,218.44	
0.00	0.00	0.00	0.00	1,218.44	Date Paid	Amount Paid



SSKB (BRISBANE) PTY LTD



DEFT Reference Number:
237449947 1000 0002 044



Billers Code: 96503
Ref: 237449947 1000 0002 044

Lot 3413/ Unit 3413
Jade Albion

Visit www.deft.com.au to pay by direct debit.

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account

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Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
The Body Corporate For Jade Albion CTS 48491



*496 237449947 10000002044

TOTAL AMOUNT DUE
DUE DATE

\$1,218.44

JADE ALBION CTS 48491

STATEMENT

Mr K & Mrs J Krahge
10 Mena Pl
PORT LINCOLN SA 5606

Statement Period

01 Apr 24 to 12 Feb 26

A/c No 204 Lot No 3413

Page Number 2 of 2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		3,440.73	3,359.81	80.92
01/10/24	Receipt	Insurance Levy	RB011815		80.92	0.00
11/11/24	Admin Fund	01/01/25 To 31/03/25	I0036924	879.39		879.39
11/11/24	Sinking Fund	01/01/25 To 31/03/25	I0037293	217.08		1,096.47
11/11/24	Insurance Levy	01/01/25 To 31/03/25	I0037662	81.20		1,177.67
02/01/25	Receipt	Admin Fund	R0012321		879.39	298.28
02/01/25	Receipt	Sinking Fund	RA012321		217.08	81.20
02/01/25	Receipt	Insurance Levy	RB012321		81.20	0.00
10/02/25	Admin Fund	01/04/25 To 30/06/25	I0038031	854.55		854.55
10/02/25	Sinking Fund	01/04/25 To 30/06/25	I0038400	210.87		1,065.42
10/02/25	Insurance Levy	01/04/25 To 30/06/25	I0038769	89.32		1,154.74
01/04/25	Receipt	Admin Fund	R0012783		854.55	300.19
01/04/25	Receipt	Sinking Fund	RA012783		210.87	89.32
01/04/25	Receipt	Insurance Levy	RB012783		89.32	0.00
12/05/25	Admin Fund	01/07/25 To 30/09/25	I0039138	854.55		854.55
12/05/25	Sinking Fund	01/07/25 To 30/09/25	I0039507	210.87		1,065.42
12/05/25	Insurance Levy	01/07/25 To 30/09/25	I0039876	89.32		1,154.74
01/07/25	Receipt	Admin Fund	R0013273		854.55	300.19
01/07/25	Receipt	Sinking Fund	RA013273		210.87	89.32
01/07/25	Receipt	Insurance Levy	RB013273		89.32	0.00
08/09/25	Admin Fund	01/10/25 To 31/12/25	I0040245	939.87		939.87
08/09/25	Sinking Fund	01/10/25 To 31/12/25	I0040614	223.83		1,163.70
08/09/25	Insurance Levy	01/10/25 To 31/12/25	I0040983	118.44		1,282.14
10/10/25	Receipt	Admin Fund	R0013839		939.87	342.27
10/10/25	Receipt	Sinking Fund	RA013839		223.83	118.44
10/10/25	Receipt	Insurance Levy	RB013839		118.44	0.00
06/11/25	Admin Fund	01/01/26 To 31/03/26	I0041352	939.87		939.87
06/11/25	Sinking Fund	01/01/26 To 31/03/26	I0041721	223.56		1,163.43
06/11/25	Insurance Levy	01/01/26 To 31/03/26	I0042090	118.72		1,282.15
02/01/26	Receipt	Admin Fund	R0014275		939.87	342.28
02/01/26	Receipt	Sinking Fund	RA014275		223.56	118.72
02/01/26	Receipt	Insurance Levy	RB014275		118.72	0.00
10/02/26	Admin Fund	01/04/26 To 30/06/26	I0042459	897.21		897.21
10/02/26	Sinking Fund	01/04/26 To 30/06/26	I0042828	217.35		1,114.56
10/02/26	Insurance Levy	01/04/26 To 30/06/26	I0043197	103.88		1,218.44
				\$10,710.61	\$9,492.17	\$1,218.44