REIQ Accredited Agency

Conditions of Sale – Public Auction

GST ANNOUNCEMENT AND CLARIFICATION

At auction the Auctioneer will announce in clear terms:

1. If GST is to apply or not; and
2. **One** of the following applicable GST Clauses

IF THE SELLER IS *NOT* REGISTERED FOR GST:

- The property is offered for sale on a GST inclusive basis – which means the knock down price is the sale price.

IF THE SELLER *IS* REGISTERED FOR GST:

- The property is offered for sale on a GST exclusive basis – which means the knock down price attracts GST at 10% of the selling price; or
- The property is offered for sale under the Margin Scheme – which means that the knock down bid is the sale price and GST payable by the seller is 1/11 of the margin.

1. All Bidders must be registered. The Auctioneer may register a person as a Bidder only if the person has provided his/her name and address and satisfactory evidence of his/her identity. If the Bidder is successful, the name listed on the registration form will be the name of the Buyer in the Contract of Sale, unless the Bidder is bidding on behalf of another person in accordance with Conditions 9 and 10.
2. The highest approved Bidder will be the Buyer subject to:
   a. the reserve price, if any; and
   b. the Seller's approval.
3. A cooling off period will not apply to any Contract of Sale formed on a sale by auction or entered into, by no later than 5.00pm on the second clear business day after the property was passed in at auction, with a registered bidder for the auction.
4. The Buyer acknowledges that the Contract of Sale will not be conditional on any of the following:
   a. Finance; and
   b. Building and Pest Inspection Reports.
5. Bids will only be accepted from registered Bidders.
6. Bidders must use the numbered identifier provided by the Auctioneer to make a bid during the auction.
7. The Seller reserves the right to bid, either personally or by a representative. If the Seller or their representative bids for the property the Auctioneer must clearly announce to all other Bidders that the bid is made on behalf of the Seller.
8. The Bidder warrants their ability to enter and complete the Contract of Sale in accordance with its terms.
9. Any person bidding on behalf of another person must provide the Auctioneer with a copy of their written authority before the auction; otherwise the Bidder will be taken to be acting on their own behalf. The Auctioneer may register a person as a Bidder only if the person gives the Auctioneer the name and address of the other person for whom bids are intended to be made on instructions given by the other person by telephone.
10. If the Bidder is authorised to bid on behalf of another person, and is the Buyer in accordance with condition 2, the Bidder warrants the other person's ability to enter and complete the Contract of Sale in accordance with its terms.
11. The Auctioneer has the discretion to refuse to accept a bid from any Bidder. A bid will be taken to be accepted and irrevocable unless the Auctioneer refuses it. If the Auctioneer refuses a bid, the Auctioneer must announce to all other Bidders that the bid has been refused.
12. Without affecting condition 11, if there is any dispute over a bid or the result, the Auctioneer may:
    a. re-open the bidding; and/or
    b. determine the dispute in any other way the Auctioneer considers appropriate in his/her absolute discretion.
13. Immediately on the fall of the hammer the property is sold, the Bidder of the highest bid accepted in accordance with Condition 2, must sign, as Buyer, the Contract of Sale in the form displayed or circulated with these Conditions of Sale and pay the deposit to the nominated Deposit Holder.
14. The deposit payable under the Contract of Sale is 10% of the successful bid or any other percentage or figure nominated in the Contract of Sale.
15. The Seller and the Buyer agree to sign all documents and do everything else necessary to transfer the property to the Buyer. The Seller and the Buyer each appoint the Auctioneer their agent to sign the Contract of Sale on their behalf. This appointment is non-revocable.
16. If the Buyer does not pay the deposit, at the Seller's option:
    a. the result of the auction will be treated as invalid and the property may be resubmitted to public auction at the risk and expense of that Buyer; or
    b. the Seller may affirm the Contract of Sale and pursue their legal and other remedies against the Buyer as they see fit.
17. The decision of the Auctioneer is final in all matters relating to the auction.
18. The Bidder consents to the use of electronic communication in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001* (Qld) and *Electronic Transactions Act 1999* (Cth).
19. If this document is signed using an electronic signature, the Bidder agrees to be bound by these conditions in electronic form and consent to signing this agreement using an electronic signature.

☐ **I/we have read and understand the additional Annexure with Special Conditions.**

I/we have read and understand the above Conditions of Sale - Public Auction, and acknowledge that the sale of the property will occur subject to these conditions and the Contract of Sale.

Bidders Signature	**Date**	**Bidders Signature**	**Date**

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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	**Lynette Margaret Neville**
Property address (referred to as the "property" in this statement)	**57 BOSWELL TERRACE, WYNNUM QLD 4178**
Lot on plan description	**145/RP33008**

Community titles scheme or BUGTA scheme:

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

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

☒ **No**
*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 to affect the property after **settlement**. ☐ **Yes** ☒ **No**

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**

If ***Yes****, the details of any statutory encumbrances are as follows:*

Any encumbrance relating to water, sewerage, drainage, electricity or any other service which in any way affects the land whether such Encumbrances is registered, unregistered or resulting from any other statute. See attached Homesnoop for disclosure of unregistered statutory encumbrances which may burden or benefit the land including but not limited to stormwater, sewerage, water, telecommunications, electricity, NBN and gas.

Residential tenancy or rooming accommodation agreement

The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☐ **Yes** ☒ **No**

If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? *(Insert date of the most recent rent increase for the premises or rooms)*

Note—Under the *Residential Tenancies and Rooming Accommodation Act 2008* 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 *(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)*: LDR - Low 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**
	If **Yes**, *a copy of the notice, order, proposal or correspondence must be given by the seller.*		

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.	☐ **Yes**	☒ **No**
	The following notices are, or have been, given:		
	A notice under section 408(2) of the *Environmental Protection Act 1994* (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 *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).	☐ **Yes**	☒ **No**
	A notice under section 347(2) of the *Environmental Protection Act 1994* (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 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.	☐ **Yes**	☒ **No**
	If **Yes**, *a copy of the order or application must be given by the seller.*		
Heritage	The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).	☐ **Yes**	☒ **No**
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	☒ **Yes**	☐ **No**
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ **Yes**	☐ **No**
	Pool compliance certificate is given.	☒ **Yes**	☐ **No**
	OR		
	Notice of no pool safety certificate is given.	☐ **Yes**	☐ **No**

Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ **Yes**	☒ **No**
	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.		

Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, 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**
	*If **Yes**, a copy of the notice or order must be given by the seller.*		

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: $701.47 Date Range: 01.10.2026 - 31.12.2026 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: $582.29 Date Range: 03.06.2026 - 27.08.2026 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.** ***(If Yes, complete the information below)***	☐ **Yes**	☒ **No**
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer. **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.	☐ **Yes**	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer. *If* ***No***— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☐ **Yes** ☐ **Yes**	☐ **No**
Statutory Warranties	**Statutory Warranties**—If you enter into a contract, you will have implied warranties under the *Body Corporate* and *Community Management Act 1997* 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** ***(If Yes, complete the information below)***	☐ **Yes**	☒ **No**
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer. *If* ***No***— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the *Property Law Regulation 2024* 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.	☐ **Yes** ☐ **Yes**	☐ **No**

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Signatures – SELLER

Signed by:
34068D583F8F42A...

Signature of seller

Signature of seller

Lynette Margaret Neville

Name of Seller

Name of Seller

4/11/2026

Date

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

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**13384038**	**Search Date:**	26/10/2026 14:22
Date Title Created:	10/04/1961	**Request No:**	58087130
Previous Title:	11251211		

ESTATE AND LAND

Estate in Fee Simple

LOT 145 REGISTERED PLAN 33008
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 722356885 20/03/2023

LYNETTE MARGARET NEVILLE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19507238 (POR 56)

2. MORTGAGE No 722356886 20/03/2023 at 12:06
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ INFOTRACK PTY LIMITED

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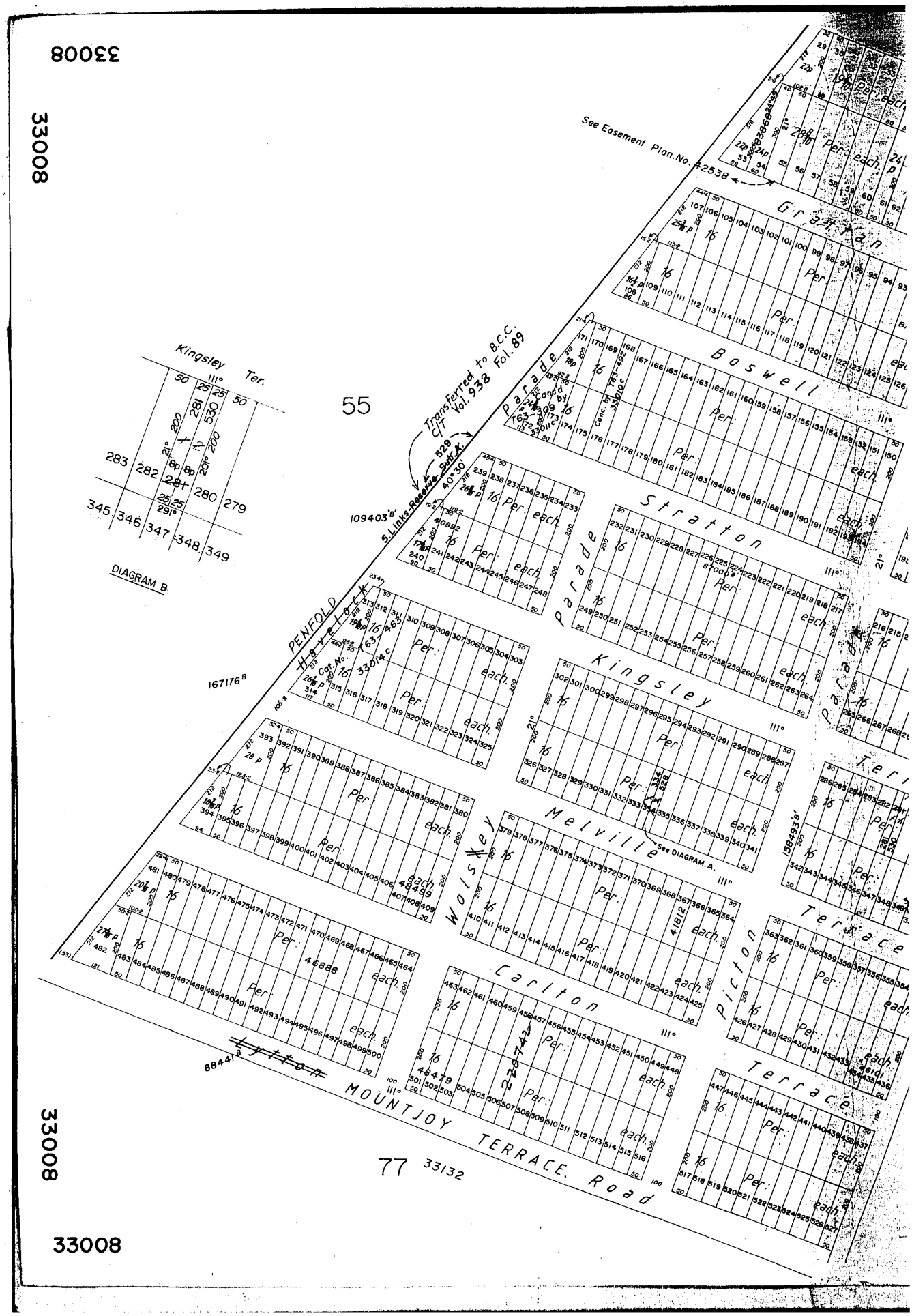

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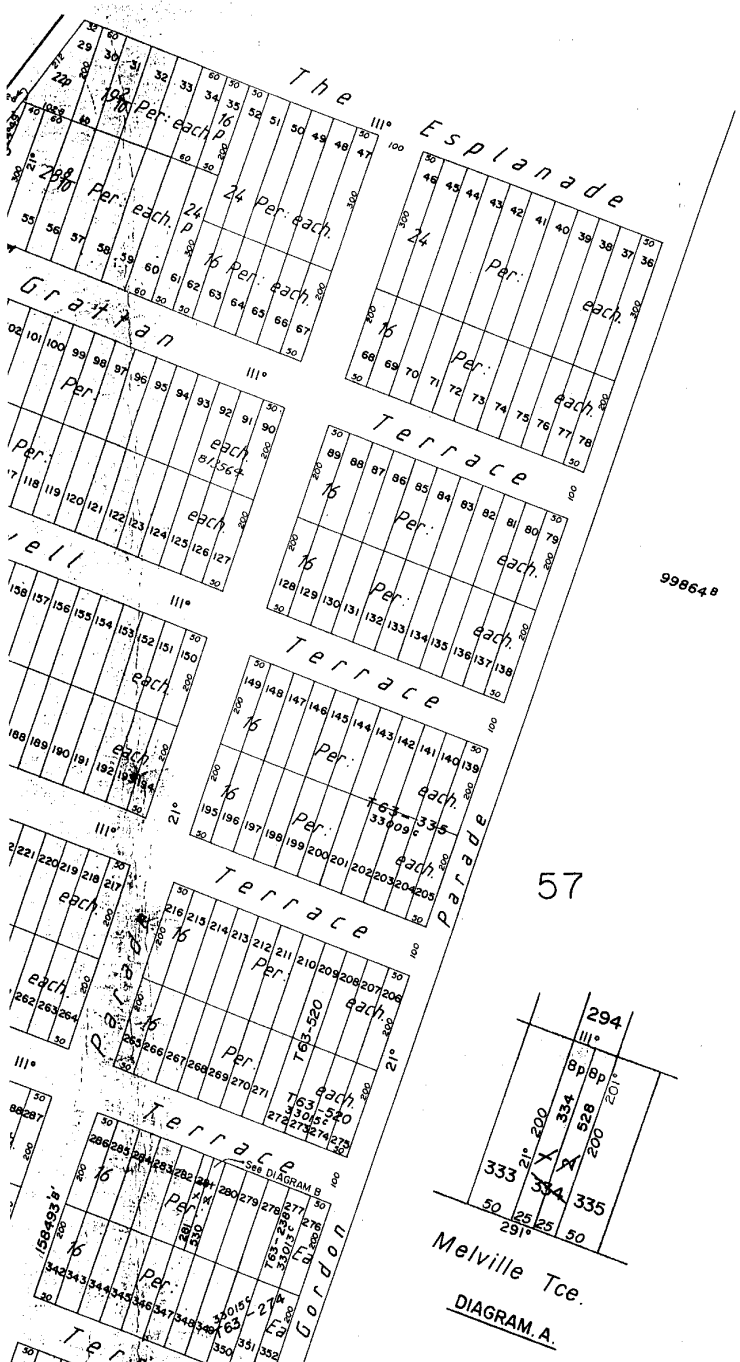
33008



SCALE 2 chains to an inch.

As proprietor of this land, I agree to this plan of subdivision.

Signature of Proprietor } James Taylor. (Signature)

FOR OFFICE USE ONLY

Subs. 189 to 192. - See Plan No. 48887"C"
" 424 & 425. " " " 51129"C"
Subs. 520 to 522. " " " 53048"C"
Subs. 525 to 527. See Plan No. 54679"C"
Subs. 132 & 133. See Plan No. 60094"C"
Subs. 116 & 117. See Plan No. 62094"B"
Subs. 79 to 82. See Plan No. 62530"C"
Subs. 88, 89, 128 & 129. See Plan No. 63566"B"
Subs. 72 to 74. See Plan No. 64395"B"
Subs. 517 to 519. See Plan No. 67896"B"
Subs. 36 & 37. " " " 67821"B"
Subs. 47 & 48. " " " 72586"B"
Subs. 416 to 418. See Plan No. 71656"B"
Subs. 292 to 296. See Plan No. 74618"B"
Subs. 410 to412. See Plan No. 76316"A"
Subs. 86 &87. See Plan No. 77264"B"
Subs. 104 & 105. See I.S. No. 1592
Sub. 93 See I.S. No. 2173
Subs. 53 & 54. See Plan No. 83868"B"
Subs. 45, 46, & 68, 69. See Plan No. 84582"B"
Subs. 445 to 447. See Plan No. 85457"B"
Subs. 70 & 71. See Plan No. 88271"B"
Sub. 44. see conditional consent on Plan No. 88271"B"
Subs. 43, 44. See Plan No. 90334"B"
Subs. 464, 465, 499 & 500. See Plan No. 91724"B"
Subs. 482 - 483. See Plan No. 96144"B"
Subs. 450, 451. See I.S. 77
~~Subs. 79 to 82. See Plan No. 62530"C"~~
Subs. 323 to 325. See Plan No. 66350"C"
Subs. 223, 224, 257 & 258. See Plan No. 66687"C"
Subs. 111 to 113. See Plan No. 67718"B"
Subs. 390 to 392. See Plan No. 72776"C"
Subs. 225 to 229, 254 to 256. See Plan 77091"B"
Subs. 382 to 384. See Plan No. 79089"B"
Subs. 360 to 362. See Plan No. 78802"A"
Subs. 358, 359, 430 & 431. See Plan No. 90161"B"
Subs. 206 - 208. See Plan No. 99823"B"
Sub. 496. See I.S. 4076
Sub. A. See Plan No. 99973"B"
Subs. 290 & 291. See Plan No. 100328"B"
Subs. 487. See I.S. 4154
Subs. 480 & 481. See Plan No. 100353"B"
Sub. 289. See Condit. Consent on plan 100328"B"
Subs. 346 - 348. See Plan No. 101111"B"
Subs. 38 &39. See Plan No. 101399"B"
Subs. 371 - 373. See Plan No. 105134"B"
Subs. 339 - 341. See Plan No. 107599"B"
Subs. 484 to 486. See Plan No. 109646"B"
Subs. 376 to 379. " " " 111109"B"
Sub. 218. See I.S. No. 5615
Subs. 342 to 345. See Plan No. 111654"B"
Sub. 219. See I.S. 5661
Subs. 56 & 57. See Plan No. 113551"B"
Subs. 278 & 279. " " " 121596"B"
Subs. 137 & 138. " " " 120507"B"
Sub. 60. See I.S. 8036 (530)
Subs. 442 - 444. See Plan. 139279"B"
Subs. 106 & 107. " " 143441"B"
Sub. 332. See I.S. 11529 - V. B. R.
Sub. 333 & Resub. 1 of Sub. 334. See I.S. 11530
Subs. 461 - 463. See Plan No. 153421"B"
Subs. 269 & 270. See I.S. 12070 (V. B. R.)
Subs. 193 & 194. See I.S. 12275 (V. B. R.)
Sub. 212. See I.S. 12609
Sub. 364. See I.S. 14670 (R.P.)
Lot 157 See I.S. 27502 (K38)
Lot 416 to 428 See I.S. 28672 (K40)
Lots 122 to 124 See Plan No. 214973B
Lots 455-458 & 506-509 See Plan No 220742.
Lots 426 to 428 See Plan No. 815805
LOT 250 See I.S. 32070 (GJtA)
Lots 162 & 163 See IS 84968 (OT)
Lots 90-92 See Plan No. 813564
LOTS 326 & 327 See Plan 1594673
LOT 179-180 see PLAN IS 94699
LOTS 452-454 see I.S. 98629
Lots 135, 136 see IS 99125
Lots 513, 514 see IS 101649
Lot 515, 516 see RP 858389

REDRAWN FROM ORIGINAL PLAN
THIS PLAN HAS BEEN REDRAWN IN THE TITLES OFFICE AND REPLACES THE ORIGINAL PLAN No. 33008
5 FEB 1987
REGISTRAR OF TITLES.

AMENDED DESCRIPTION
Note:- This description takes effect upon amendment of the current Title Deed which will be evidenced by a further instrument
Survey of Lot (s) 29 TO 530
on R.P. 33008

R. D. Graham. L. S.
31: 3:85

SURVEY

OF SUBDIVISIONS 29 to 527 & Sub. A.
OF ALLOTMENT OR PORTION No. 56 S1518.63
OF SECTION Cnr lot 56 on S151863
COUNTY OF Stanley
PARISH OF Tingalpa

Cat. No. T63-41

33008

N.F.

33008

CNR

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New C.T. Ref.

(Rel. Sub.	Vol.	Fol.
281	3142	244
530	3296	133

For Additional Plan & Document Notings Refer to CISP

Redrawn by	D.R.L.
Checked by	
Approved by	5/2/1007

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ALF LAWYERS

PROPERTY REPORT

57 Boswell Terrace
Wynnum QLD

- Market insights
- Council zoning
- Easements
- Character and heritage
- Flooding
- Bushfire
- Protected vegetation
- Utilities
- Lifestyle

Report ID: b7046377-dbd4-4c7f-b52c-030938ea033e (2026-10-26)

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

HOW TO USE THIS REPORT

This report is aimed at giving property buyers a fast, easy and accessible way to understand any potential considerations for a property they are interested in purchasing. We use data from local, state and federal government organisations, utilities companies and other resources. This data is collated, analysed by our system, and presented in a way which is easy to understand. This report covers topics including planning and development, environment, utilities, roads and rail, and living. If considerations are identified for a property, they should be taken as items to be further investigated with the assistance of a professional (usually a town planner, building certifier or solicitor).

RATINGS INFORMATION



An information icon either indicates information about the property that is not applicable to be given a rating, or general information not related to the specific property.



A green icon indicates that Homesnoop has not identified any considerations for the property for that particular item. Items with a green rating should have no impact on future development or quality of life at the property.

A yellow icon indicates that Homesnoop has identified a potential consideration for the property. This may include limitations on future development, quality of life and/or financial considerations. If a yellow rating exists for some aspect of a property, we recommend undertaking further research as needed. Engaging a professional to help you understand the potential impact may also be useful.

DISCLAIMER & COPYRIGHT

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ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

145/RP33008
Generated on 2026-10-26

PROPERTY SUMMARY

Selected lot/s: 145/RP33008
Total area: 405 m² (approx) **Frontage:** 10.1 m (approx)
Zone/s: LDR - Low density residential
State school catchments: Manly SS and Wynnum SHS

RATINGS SUMMARY

There were no items found in this category.

Electricity Infrastructure - Location of electricity infrastructure such as poles and power lines.
Historic Bushfires - Shows if any bushfires have previously burned near the property.
Biodiversity Areas - Areas of biodiversity value with potential development restrictions.
Bushfire - Bushfire risk categories and potential effects on building requirements.
Coastal Hazards - Risk from coastal hazards such as rising sea levels and coastal erosion.
Flood Planning Areas - Indicates flood-based development controls.
Flood Risk - Indicates potential flood risk from various sources.
Heritage - Identification of any heritage protections for the property.
Historic Flooding - Shows if the property was affected by any of the 1974, 2011 or 2022 floods.
Landslides - Landslide risk and potential effects on building requirements.
Rail Noise - Noise from nearby railway lines and potential effects on building requirements.
Road Noise - Noise from nearby main roads and potential effects on building requirements.
Protected Vegetation - Significant vegetation or similar that may be protected against removal.
Regulated Parking - Areas which may have parking time limits and require resident permits.
Significant Landscape - Significant trees or similar that likely cannot be removed.
Stormwater Infrastructure - Location of stormwater infrastructure such as manholes or pipes.
Traditional Building Character - Properties that must maintain traditional character in streets where there are houses built in or before 1946.
Transport Air Quality - Indication of potential air quality issues due to large traffic volumes.
Easements and Covenants - Locations of easements on the property, such as for shared access or buried pipes.
Environmental Significance - Areas of state-level environmental controls.
Sewer Infrastructure - Location of sewer infrastructure such as manholes or buried pipes.
Water Infrastructure - Location of water infrastructure such as buried pipes.

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BOUNDARY OUTLINE

The property boundary shown over aerial imagery, with the length of each boundary and the area of each lot. Measurements are taken from the digital cadastre and are approximate; the registered survey plan is the authoritative record of a lot's dimensions. Aerial imagery may not line up exactly with the boundary, so fences and buildings can appear slightly offset from it.



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PLANNING & DEVELOPMENT

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PROPERTY ZONING

Property zoning is a system that local governments use to control how land can be used within a specific area. The goal of zoning is to separate different types of land use, such as residential, commercial, and industrial, to prevent conflicts and promote orderly development. Each property is assigned to a specific zoning district which determines the permitted use of that land. For example, a residential zoning district would typically allow for the construction of houses, apartments, and other types of housing, while a commercial district would allow for businesses such as shops and restaurants.

PROPERTY INFORMATION

This property is in the LDR - Low density residential zone. Development provides for suburban living in dwelling houses of predominantly 1 or 2 storeys in height, on appropriately sized and configured vacant lots, which maintain the low density detached housing suburban identity of the low density residential zone. Development maintains a low density character in which multiple dwellings are not accommodated.

The zone of your property is important, as it significantly impacts what future development can be undertaken. Similarly, the zoning of the nearby area should be thouroughly considered. This will dictate the development that is allowed to be undertaken in your neighbourhood, potentially impacting your future enjoyment of the property. To find out more, visit qld.gov.au/knowyourzone or contact the local council.



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EASEMENTS AND COVENANTS

An easement is a legal right for a person or company to use a portion of someone else's land for a specific purpose. The owner of the land still retains ownership, but the easement holder has the right to use the land for the specified purpose. Reasons for easements on residential property include shared driveways, underground utilities, drainage and overland flow paths. Typically easements cannot be built upon as it would obstruct access to the easement holder. As such, the size and location of any easements on a property must be carefully considered when planning any future development work.

PROPERTY INFORMATION

No easements have been identified for this property in the available digital datasets. However, easements may not always be digitised, and some may only appear on the property's title plan. Further checks are recommended to confirm the presence of any easements prior to purchase.

A title search is the definitive source of information for easements and other secondary interests (such as covenants or mortgages). A title search should always be undertaken as part of a property transaction, to confirm if any other secondary interests exist. Your conveyancer will typically undertake this on your behalf.



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HERITAGE

Heritage development restrictions are put in place to protect and conserve the city's cultural and historical heritage. These restrictions are intended to ensure that any development or alterations to heritage listed properties are carried out in a way that respects and preserves their heritage significance. Development restrictions may apply to a range of activities, including building, altering, demolishing, or moving a building or structure, and may involve specific requirements or guidelines for the design, materials, and other aspects of the development.

PROPERTY INFORMATION

No heritage considerations have been identified for this property.



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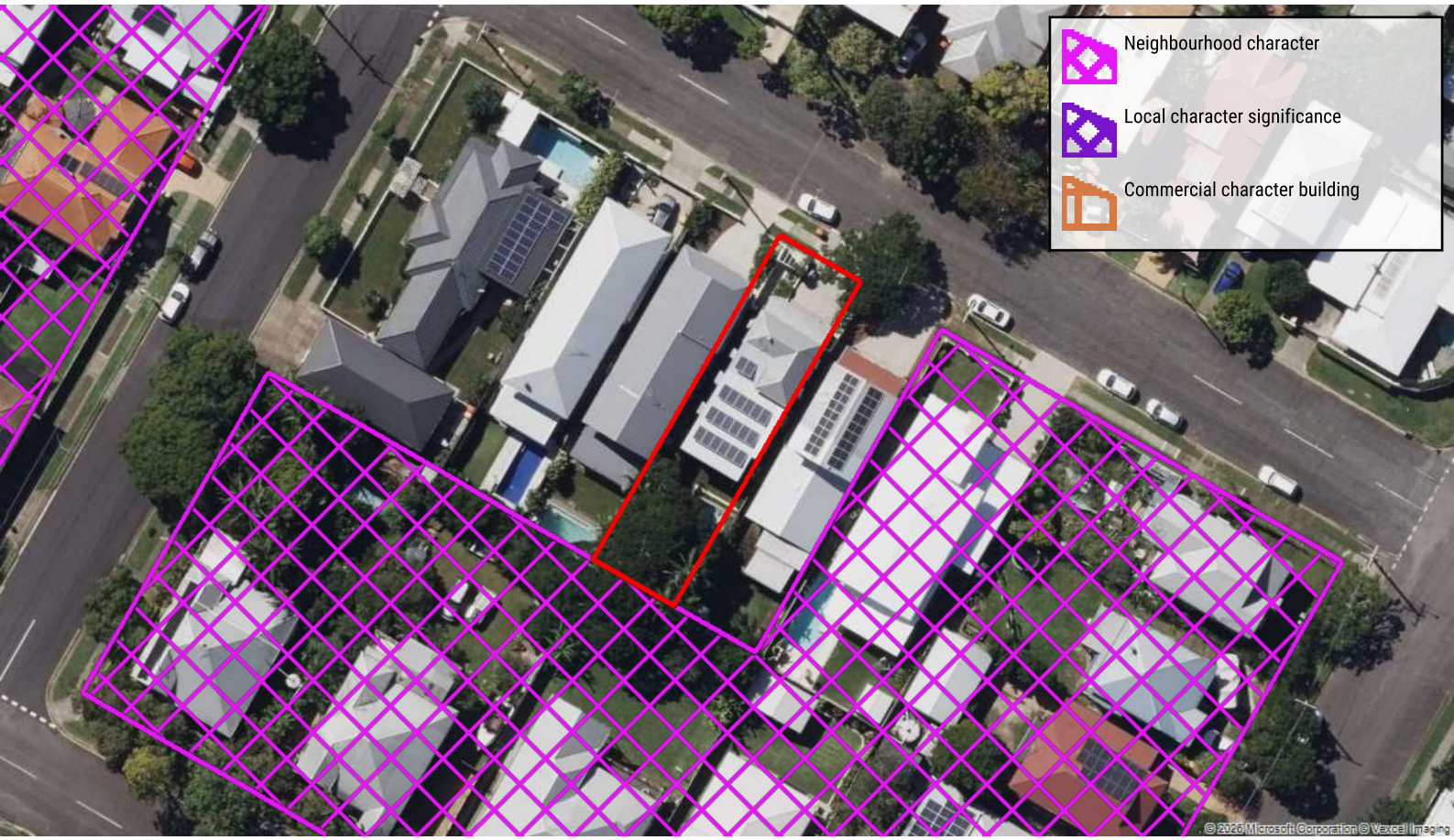
TRADITIONAL BUILDING CHARACTER

The intention of the traditional building character overlay is to maintain traditional character in streets where there are houses built in or before 1946. Examples are traditional timber and tin Queenslanders and 1920's masonry art deco buildings. Generally, houses built in or before 1946 are to be retained and any extensions or alterations are to complement the traditional building style. Also, new houses are to be designed to fit in with the character of the street.

PROPERTY INFORMATION

No traditional building character considerations have been identified for this property.

Many sites in the LMR2 Low-medium density residential (2 or 3 storey mix) zone are currently identified on the traditional building character overlay map. Council has stated that it is intended that over time the traditional building character overlay map be reviewed, and that these sites be included in either the Character residential zone or be removed from the traditional building character overlay map.



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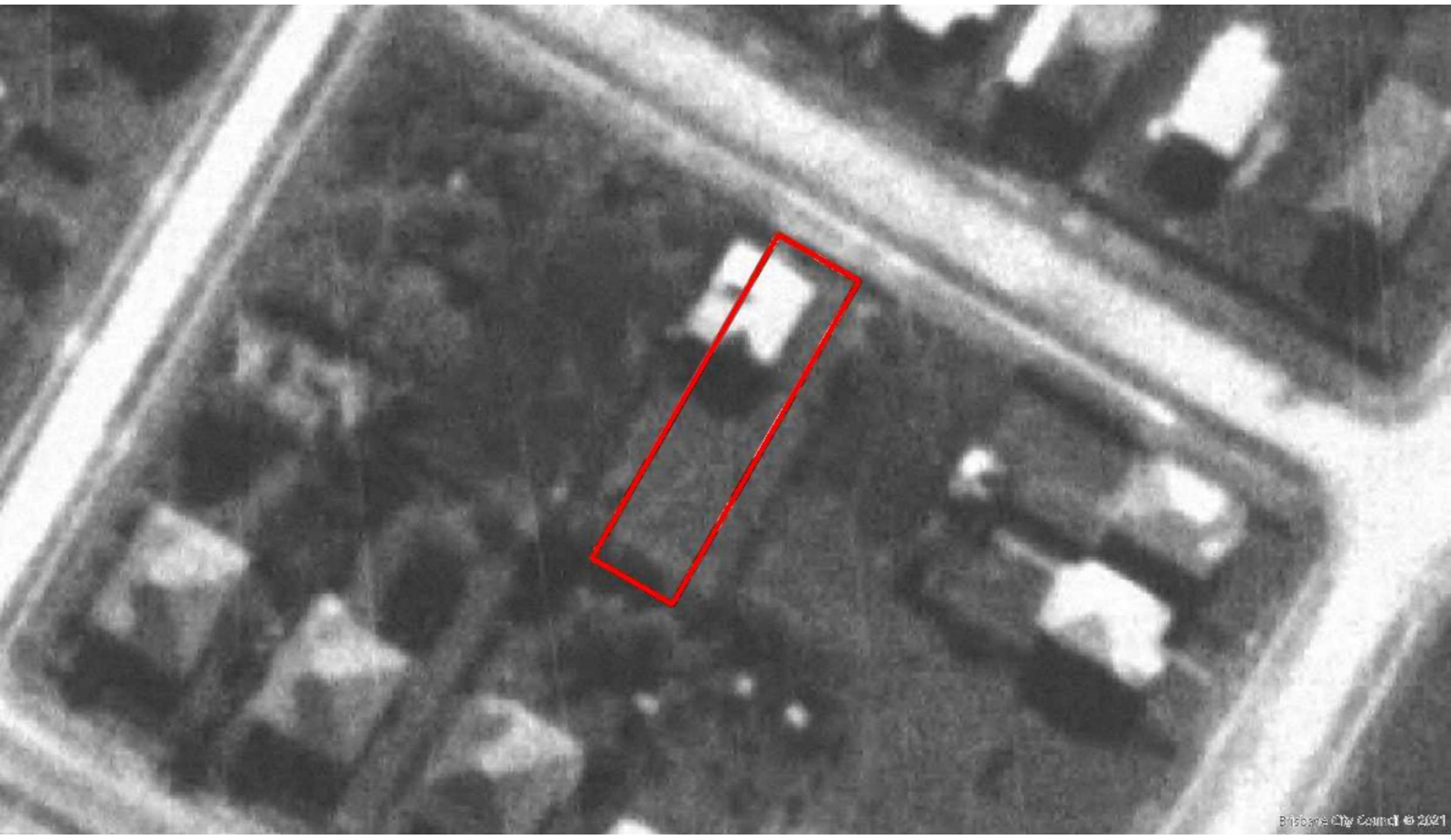
CHARACTER HOUSE (1946 IMAGERY)

The image below shows aerial imagery from the year 1946. The property's boundary is highlighted in red based on its current location. If the property shows up in the image, and is subject to a Traditional building character, Heritage or Pre-1911 overlay, than it is classed as a character house and likely cannot be knocked down. Character houses also have increased restrictions on modifications or extensions.

PROPERTY INFORMATION

In general, properties built in or before 1946 are to be retained (cannot be demolished). This generally includes all structures on the property that existed in 1946, including garages or guest houses. Additions to the property post-1946 may be possible to remove. Use the 1946 aerial imagery to help identify what structures existed on the property in that year, if any.

Note that the image may be slightly mis-aligned to the property boundary due to limitations in technology from the era.



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DWELLING HOUSE OVERLAY

The dwelling house overlay identifies areas with specific requirements for houses (such as height), including houses on small lots, required to protect the residential character of an area. It is normal to find the overlay applied to almost every house or townhouse property in suburban areas. If the property is not subject to the dwelling house overlay, the typical development criteria in the dwelling house code may not apply.

PROPERTY INFORMATION

This property is subject to a dwelling house overlay. This is normal for all residential properties in suburban areas. The dwelling house code specifies the general development criteria for houses such as maximum heights, boundary setbacks and granny flats.

There are different development criteria for houses on small lots within the dwelling house overlay. Council defines a small lot as less than 450m², or a rear lot that is less than 600m² excluding the driveway. When searching for a property, it is important to consider if it is classed as a small lot as it may have implications on your future development plans.



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FUTURE RESIDENTIAL DEVELOPMENT

The Queensland Government's broadhectare residential land supply study identifies undeveloped land suitable for future housing development, focusing on parcels larger than 2500 sqm. It assesses physical suitability, planning provisions, and access to essential services like water and sewerage to categorize land as urban or rural residential. The study also estimates the timing of land availability, from immediate (0–2 years) to long-term (10+ years), based on infrastructure plans and developer intentions, helping to highlight potential housing supply and demand gaps.

PROPERTY INFORMATION

The land identified by the study is indicative only, with no guarantee it will ever be developed. However, it serves as a useful tool for assessing the potential for nearby land to contribute to future housing supply.



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LAND CONTOURS

Land contours show the shape and elevation of the land's surface, which is important to understand when analysing a property for purchase. Generally, blocks that are flat or gently sloped are more desirable than those that have steeper or more irregular shaped slopes. A flat site is generally better for building because it makes construction easier and less expensive. Land contour data can also reveal how water flows over the land and help determine potential drainage issues. This can be particularly important in areas that are prone to flooding.

PROPERTY INFORMATION

Land contours for the property are shown in the image below. Each line represents either 1m, 5m or 10m of elevation, depending on the map scale. The elevation values are shown as metres above sea level.



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ACID SULFATE SOILS

In Brisbane, acid sulfate soils are frequently found in former tidal marsh and mangrove regions. These soils are typically benign unless disturbed. Upon drainage or excavation, the sulfide minerals in the soil can react with oxygen and water, producing sulfuric acid. This can result in harm to the environment, and to structures like buildings and roads.

PROPERTY INFORMATION

This property is subject to an acid sulfate soils overlay. For certain types of filling or excavation, an acid sulfate soils investigation report and/or management plan may be required. However, this is typically only applicable to filling or excavation performed under certain large-scale development works and should not be a concern to residential home buyers.



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ENVIRONMENT

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FLOOD RISK

Brisbane experiences flooding from four sources: rivers, creeks, storm tides and overland flow. Brisbane City Council has developed the Flood Awareness Maps and adopted the terms 'high', 'medium', 'low' and 'very low' likelihood areas to help residents and businesses better understand the overall likelihood of a flood affecting their property.

PROPERTY INFORMATION

No flood risk considerations have been identified for this property.

Properties that have a risk of flooding will likely have a Flood Planning Area assigned by Council. This determines the development restrictions or extra requirements that may apply due to flooding risk. Typically this includes minimum floor heights and stronger building designs. The Flood Planning Area information can be found on the other flood-related pages of this report.



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FLOOD PLANNING AREAS

Flood planning areas identify land that may be affected by flooding from rivers, creeks, or waterways during significant rainfall events. River flooding typically occurs when prolonged, widespread rain across a catchment causes major rivers to rise and overflow their banks, while creek and waterway flooding is often more localised and can occur quickly during intense storms. Properties within flood planning areas are commonly subject to additional development requirements, such as minimum floor levels and more detailed approval processes.

PROPERTY INFORMATION

No flood planning considerations have been identified for this property.

Being in a flood-prone area can make it harder to obtain home and contents insurance, and drastically increase its cost. Home insurance is required by most lenders as a condition of the mortgage. If you are considering purchasing a property that is at risk of flooding, you should assess the extra cost for home insurance and factor it in.



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HISTORIC FLOODING

Brisbane has experienced major flooding events in 1974, 2011, and 2022, causing widespread devastation. The 1974 flood saw 642 mm of rainfall in 36 hours, destroying 8,000 homes. In 2011, the Brisbane River peaked again, inundating 20,000 homes and severely impacting suburbs like St Lucia and Rocklea. The 2022 flood brought record rainfall, affecting 177 suburbs and 23,400 properties. The map below indicates if the property was impacted by any of these events.

PROPERTY INFORMATION

No historic flooding considerations have been identified for this property. However, the dataset may not capture all previous flood events, so further investigations are recommended if the property is in a flood prone area.



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COASTAL HAZARDS

Coastal hazards are weather-related events, such as storm tides and other extreme weather events that result in inundation and erosion of nearby land. Coastal hazards include coastal erosion (from the ocean or rivers), storm tide inundation and sea-level rise inundation. The sea-level rise information accounts for an expected permanent rise of 0.8m by the year 2100 due to the impacts of climate change.

PROPERTY INFORMATION

No coastal hazard considerations have been identified for this property.

Coastal hazards can be present in areas that may not be expected, such as some inner suburbs of Brisbane due to nearby creeks and other waterways. As such, it is important to always check whether or not coastal hazards affect a property prior to purchase.



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BUSHFIRE

Bushfires pose a threat to both properties and the people who live there. Therefore, properties located in areas at risk of bushfire often have development restrictions aimed at reducing the risk of bushfire damage. These restrictions can come from the local Council, the State Government and/or the National Construction Code.

PROPERTY INFORMATION

No bushfire considerations have been identified for this property.

Bushfire overlays can be unexpectedly present in suburban areas due to proximity to small bushlands. As such, it is important to always check whether or not a bushfire overlay affects a property prior to purchase.



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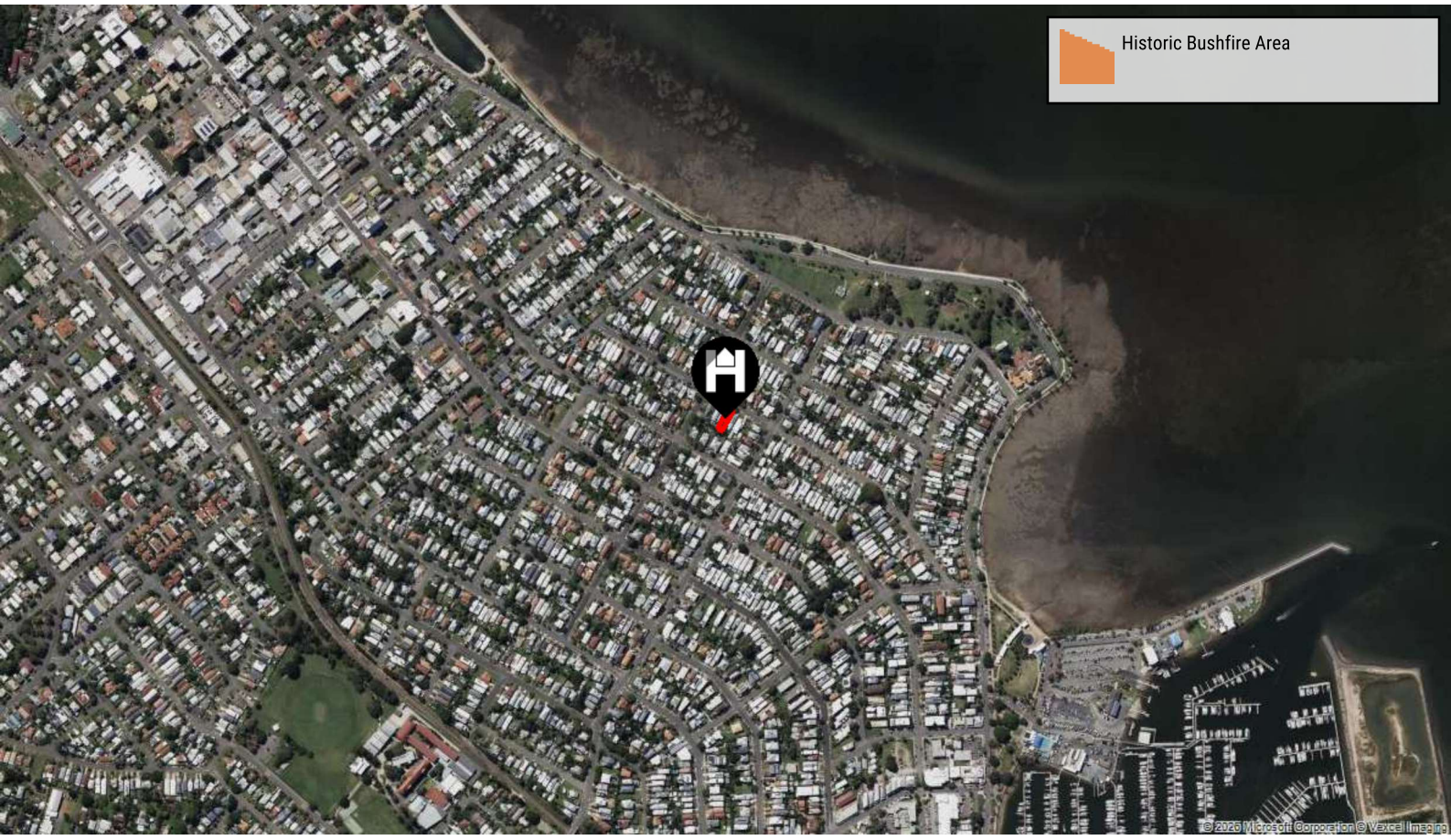
HISTORIC BUSHFIRES

Australia has experienced numerous significant bushfire events, impacting communities and landscapes across the country. Past bushfires can be an indicator of ongoing risk, as areas that have burned before may be prone to future fires. Additionally, the occurrence of a bushfire is likely associated with a higher Bushfire Attack Level (BAL) rating under AS3959: Construction of buildings in bushfire-prone areas, which may result in stricter building requirements.

PROPERTY INFORMATION

No historic bushfire considerations have been identified for this property. However, the dataset may not capture all previous bushfires, so further investigations are recommended if the property is in a bushfire prone area.



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LANDSLIDES

Landslide risk refers to the likelihood of a property being affected by landslides or slope failures. This risk can be influenced by factors such as the slope angle and soil type, rainfall amounts and flow paths, as well as human activities like excavation or construction. Proper geological and geotechnical assessments, as well as monitoring and mitigation measures, can help reduce landslide risk for properties.

PROPERTY INFORMATION

No landslide considerations have been identified for this property.



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BIODIVERSITY AREAS

This overlay aims to guide development in areas significant for their ecological values. Its primary purpose is to ensure that any development respects and preserves local and state environmental features by requiring careful assessment of potential impacts. The overlay focuses on the conservation and restoration of key habitats, including lands with strategic biodiversity value, waterways, foreshores, wetlands, and koala habitats. It aims to minimize developmental impacts on these areas and mandates environmental offsets when significant residual impacts are unavoidable.

PROPERTY INFORMATION

No biodiversity considerations have been identified for this property.



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ENVIRONMENTAL SIGNIFICANCE

Matters of State Environmental Significance (MSES) are state-significant environmental values identified by the Queensland Government to support the protection of biodiversity through the planning system and environmental offsets framework. Protections generally seek to avoid or minimise impacts on ecological values and may include restrictions on vegetation clearing, limitations on certain land uses, and requirements for environmental offsets where impacts cannot be avoided.

PROPERTY INFORMATION

No environmental significance considerations have been identified for this property.



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PROTECTED VEGETATION

Some types of vegetation are protected by local councils or the State Government. The restrictions depend on the vegetation's classification and may include prohibitions on removal or requirements for permits before pruning or other management works can be carried out. State-level protections are established under the Vegetation Management Act 1999 and the Nature Conservation Act 1992, while local councils typically also have their own vegetation protection controls.

PROPERTY INFORMATION

No protected vegetation considerations have been identified for this property.



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SIGNIFICANT LANDSCAPE

Significant landscape is concerned with identifying, protecting and enhancing the visual and/or aesthetic landscape qualities of an area. Typically this results in restrictions preventing removal of certain vegitation. A significant landscape tree located on an adjoining property may also have implications for your property if it overhangs the boundary.

PROPERTY INFORMATION

No significant landscape considerations have been identified for this property.



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UTILITIES

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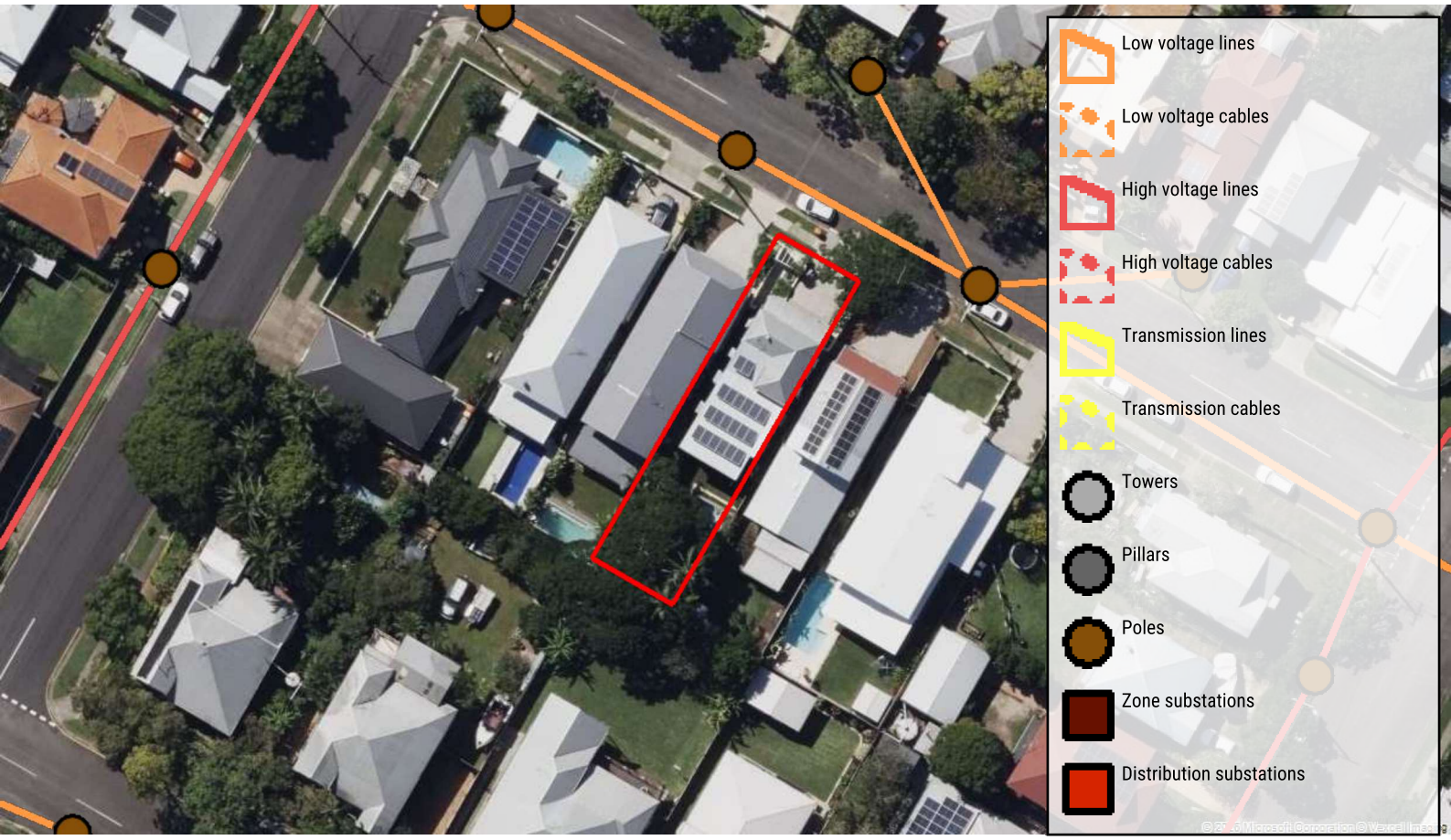
ELECTRICITY INFRASTRUCTURE

Electricity infrastructure includes power poles, power lines, substations and transformers. Typically the infrastructure is located outside property boundary and poses no issue to a homeowner. However, there are some instances where a property may have electricity infrastructure located within the property boundary, such as a power pole. The local supplier of electricity should be contacted for any queries related to electrical infrastructure.

PROPERTY INFORMATION

No electricity infrastructure considerations have been identified for this property.

In the map below, the term 'cable' means an electrical conductor located underground (shown as a dashed line). The term 'wire' means one that is located overhead (shown as a solid line). Only above-ground infrastructure is available in some locations, so if no electricity infrastructure is shown, it may be supplied by an underground cable.



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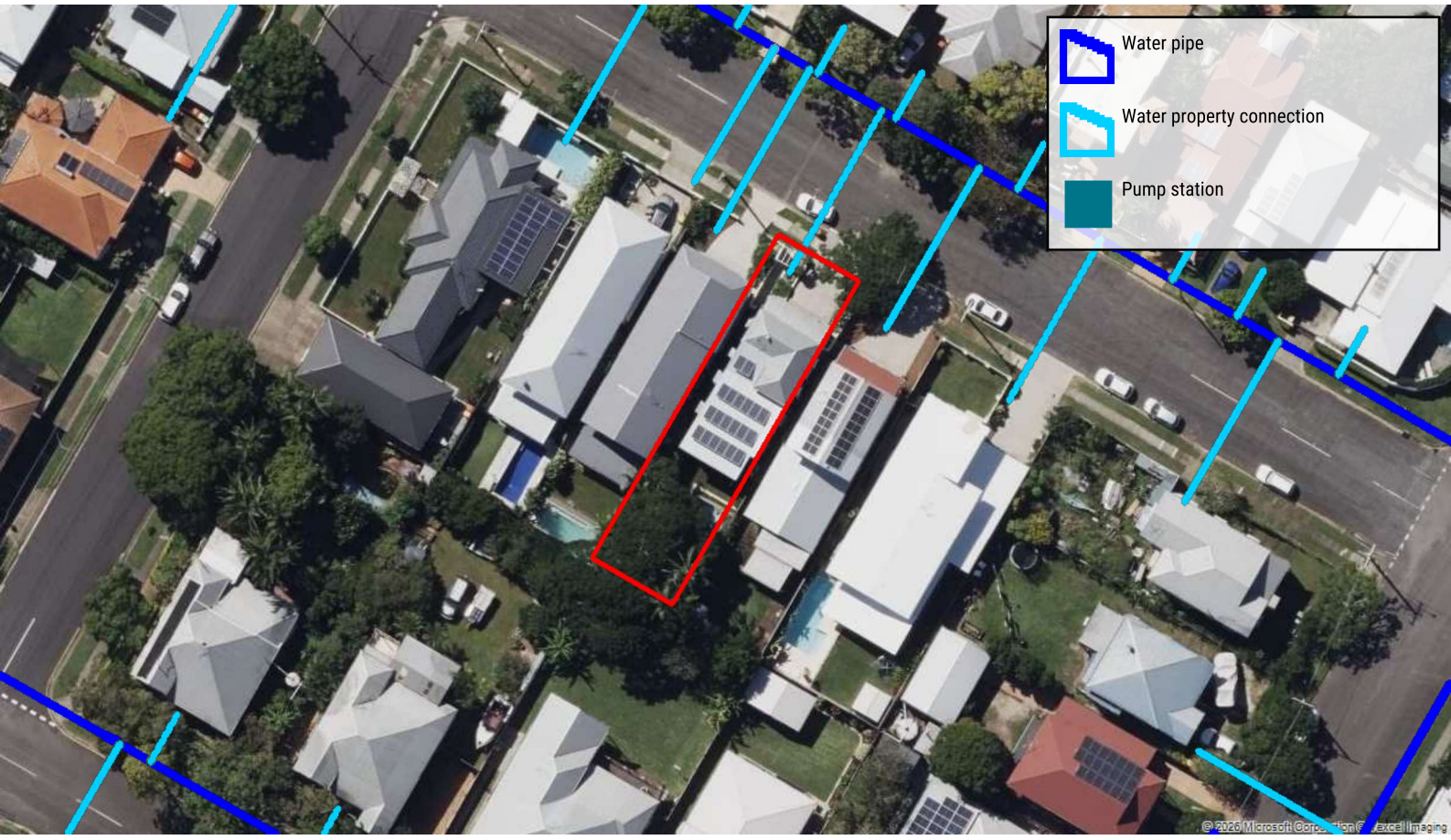
WATER INFRASTRUCTURE

Water infrastructure includes all the necessary piping, pumps, valves and manholes in order to run the city's fresh water supply network. Typically the main infrastructure is located outside property boundary and the property just has a connection via a water supply property connection line. In this locaiton, water and sewer infrastructure is owned and operated by Queensland Urban Utilities. If you have questions or concerns about water and sewer infrastructure, contact them for more details.

PROPERTY INFORMATION

No water infrastructure considerations have been identified for this property.

Building work over or near sewers, water mains, stormwater drains and combined sanitary drains must be assessed against the Queensland Development Code MP 1.4. This code dictates certain design requirements including footing designs and clearance zones, which may mean your preferred design is not possible. As such, it is important to always check for sewer infrastructure on a property prior to purchase.



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SEWER INFRASTRUCTURE

Sewer infrastructure includes all the necessary piping, pumps, valves and manholes in order to run the city's sewer network. Typically the infrastructure is located outside property boundaries and poses no issue to a homeowner. However, there are some instances where a property may have extra sewer infrastructure located within the property boundary such as manholes or buried pipes. In this location, water and sewer infrastructure is owned and operated by Queensland Urban Utilities. If you have questions or concerns about water and sewer infrastructure, contact them for more details.

PROPERTY INFORMATION

No sewer infrastructure considerations have been identified for this property.

Building work over or near sewers, water mains, stormwater drains and combined sanitary drains must be assessed against the Queensland Development Code MP 1.4. This code dictates certain design requirements including footing designs and clearance zones, which may mean your preferred design is not possible. As such, it is important to always check for sewer infrastructure on a property prior to purchase.



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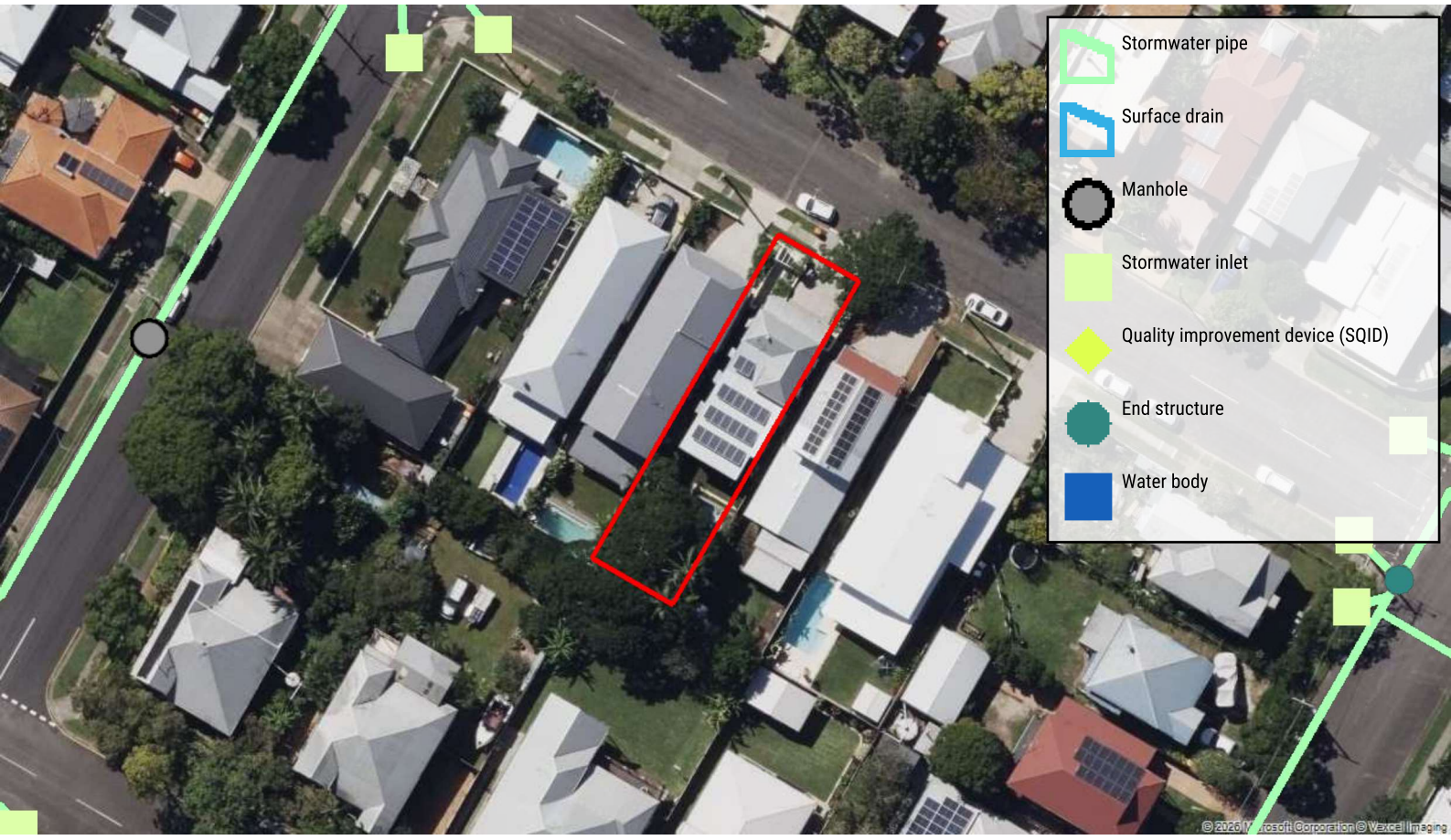
STORMWATER INFRASTRUCTURE

The stormwater network is a system of pipes, channels, and other structures designed to manage and control the flow of rainwater and direct it away from populated areas. The water is discharged at controlled points such as streams, rivers, or other bodies of water. In addition to managing stormwater, the stormwater network can also help to improve water quality by reducing the amount of pollutants that are carried into streams and rivers. This is typically achieved through the use of filters, screens, and other treatment devices that remove sediment, trash, and other contaminants from stormwater runoff before it is discharged into the environment.

PROPERTY INFORMATION

No stormwater infrastructure considerations have been identified for this property.

Building work over or near sewers, water mains, stormwater drains and combined sanitary drains must be assessed against the Queensland Development Code MP 1.4. This code dictates certain design requirements including footing designs and clearance zones, which may mean your preferred design is not possible. As such, it is important to always check for stormwater infrastructure on a property prior to purchase.



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TRANSPORT

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ROAD NOISE

Traffic noise can be a source of discomfort for those who live nearby a busy road. For the busiest roads, council defines noise corridor overlays. There are different categories of overlay, indicated by a number from 0-4, where 0 means least affected and 4 means most affected by road traffic noise. There are also some potential development restrictions for properties subject to transport noise corridor overlays.

PROPERTY INFORMATION

No road noise corridor considerations have been identified for this property. However, the property may still experience elevated noise levels if it is near a main road that is not defined as a noise corridor. Check the Road Hierarchy map for further information.

It can be a good idea to visit a property during peak traffic periods and evaluate the amount of noise that is present from road traffic. Depending on what roads and intersections are nearby, noise levels you experience at the property may differ between the morning peak and afternoon peak traffic periods.



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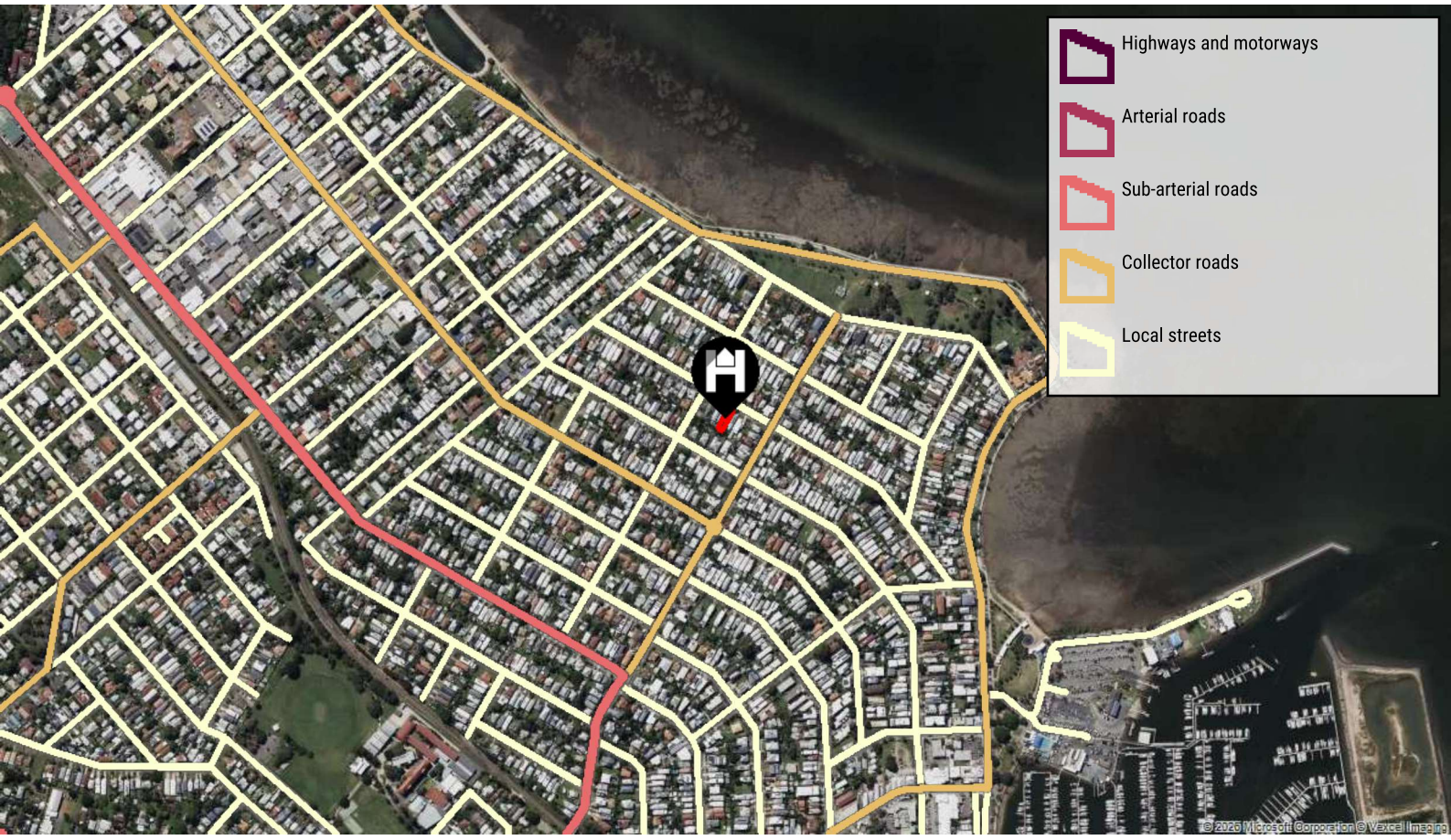
ROAD HIERARCHY

Understanding the road types around a property helps you balance convenience with comfort. The map on this page highlights nearby local streets, collector roads, major arterials and highways, so you can see at a glance how easily you can reach key destinations and estimate traffic noise levels. Use this information to gauge whether the location's accessibility aligns with your lifestyle and noise-tolerance preferences.

PROPERTY INFORMATION

The map below shows the road types near the property. Consider if nearby main roads will cause elevated noise and traffic levels at the property.



Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

LAWYERS

57 Boswell Terrace
Wynnum QLD

145/RP33008
Generated on 2026-10-26

RAIL NOISE

The city's railway network can cause noise pollution for residents living near the tracks. However, it's important to keep in mind that the level of disturbance can vary depending on the timing of trains and the proximity of the property to the tracks. If noise levels are a concern, it is recommended to investigate the train schedule and noise level at the property location. There are also some potential development restrictions for properties subject to transport noise corridor overlays.

PROPERTY INFORMATION

No rail noise corridor considerations have been identified for this property.

Living near a train station offers easy access to transportation, but also potential disturbances such as noise, congestion, and parking challenges if the area becomes busy with commuters and vehicles. If a property is located in close proximity to a train station, it's essential to weigh both the pros and cons before making a decision. See the Public Transport page for information about if there are any train stations nearby the property.



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ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

145/RP33008
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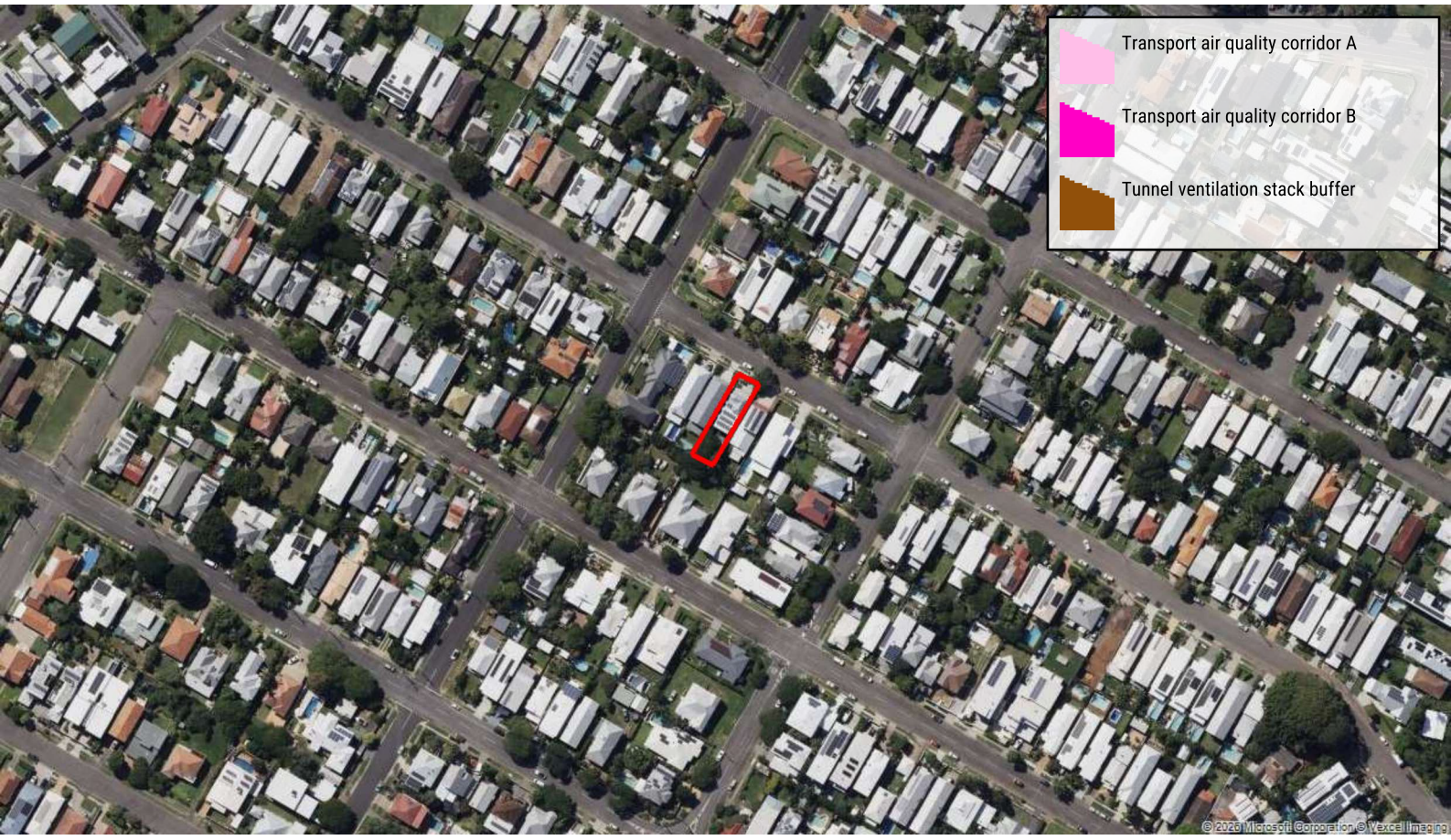
TRANSPORT AIR QUALITY

The transport air quality corridor provisions of the Brisbane City Plan aim to protect the health and wellbeing of residents from the impacts of road traffic pollutants. However, in most cases for single dwellings there are no impacts to development within a transport air quality overlay (restrictions mostly apply to multiple dwellings and child care centres). Still, if the property is within a transport air quality overlay, it does mean that the property will be subject to elevated levels of air pollutants from motor vehicles, which can affect the quality of life of residents and can have a negative effect on property values.

PROPERTY INFORMATION

No transport and air quality considerations have been identified for this property.



Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

145/RP33008
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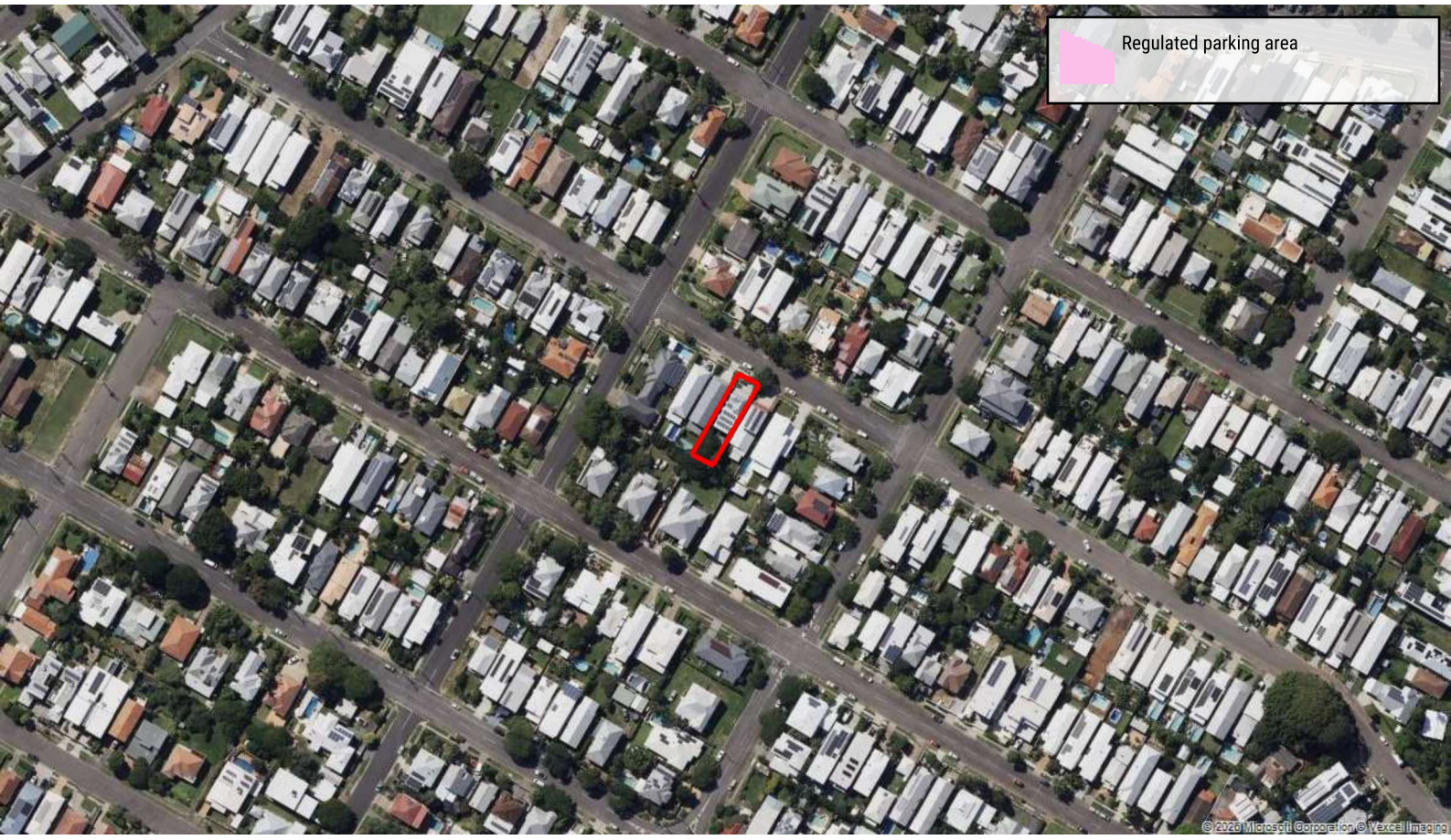
REGULATED PARKING

Council-regulated parking areas are located throughout different areas of the Brisbane. Regulated parking areas are typically found in areas where street parking can be in high demand. This includes the CBD and fringe areas, and areas around universities, hospitals and sports venues. The aim of the schemes are to help residents and their visitors access on-street parking. Residents may need to apply for a resident permit for their vehicle if living in a parking permit area. It may also be hard for visitors to find suitable parking when visiting the property due to any parking restrictions in place in the area.

PROPERTY INFORMATION

No regulated parking considerations have been identified for this property.



Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

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Wynnum QLD

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LIFESTYLE & COMMUNITY

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ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

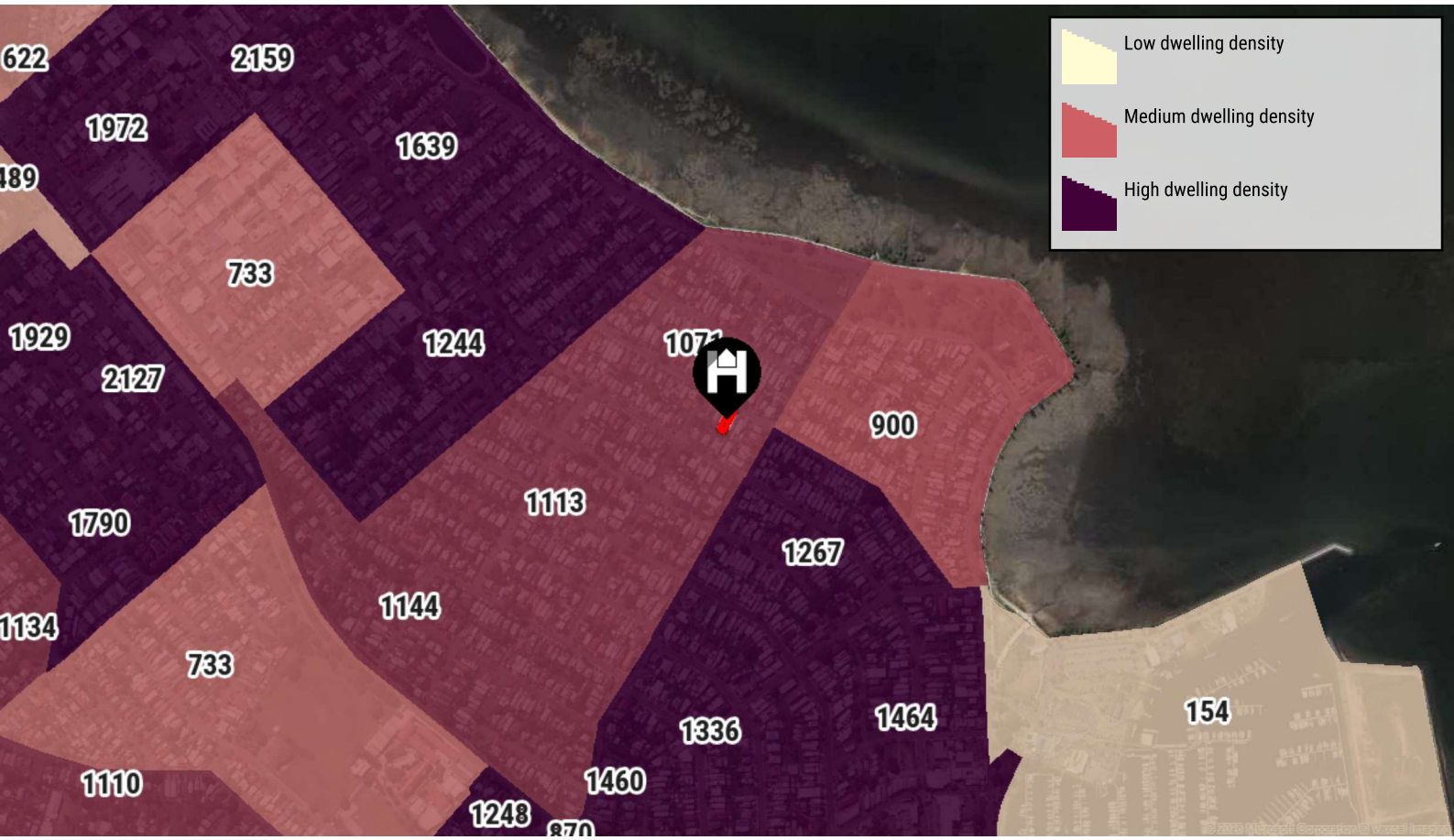
145/RP33008
Generated on 2026-10-26

DWELLING DENSITY

Dwelling density refers to the number of homes within a given area and can influence lifestyle, infrastructure, and property values. High-density areas, often characterized by apartments and townhouses, typically offer greater access to amenities, public transport, and employment hubs but may experience congestion and limited green space. Low-density areas, with more detached houses and open space, provide a quieter lifestyle with less traffic but may have fewer nearby services and longer travel times. The density of an area can impact future development potential, zoning regulations, and demand for housing.

PROPERTY INFORMATION

Dwelling density: 1071 dwellings/sqkm (2021)
In the map, dwelling density is shown as 'dwellings per square kilometre'. Density values may be influenced if significant portions of the area are non-residential.



Australian Bureau of Statistics 2021

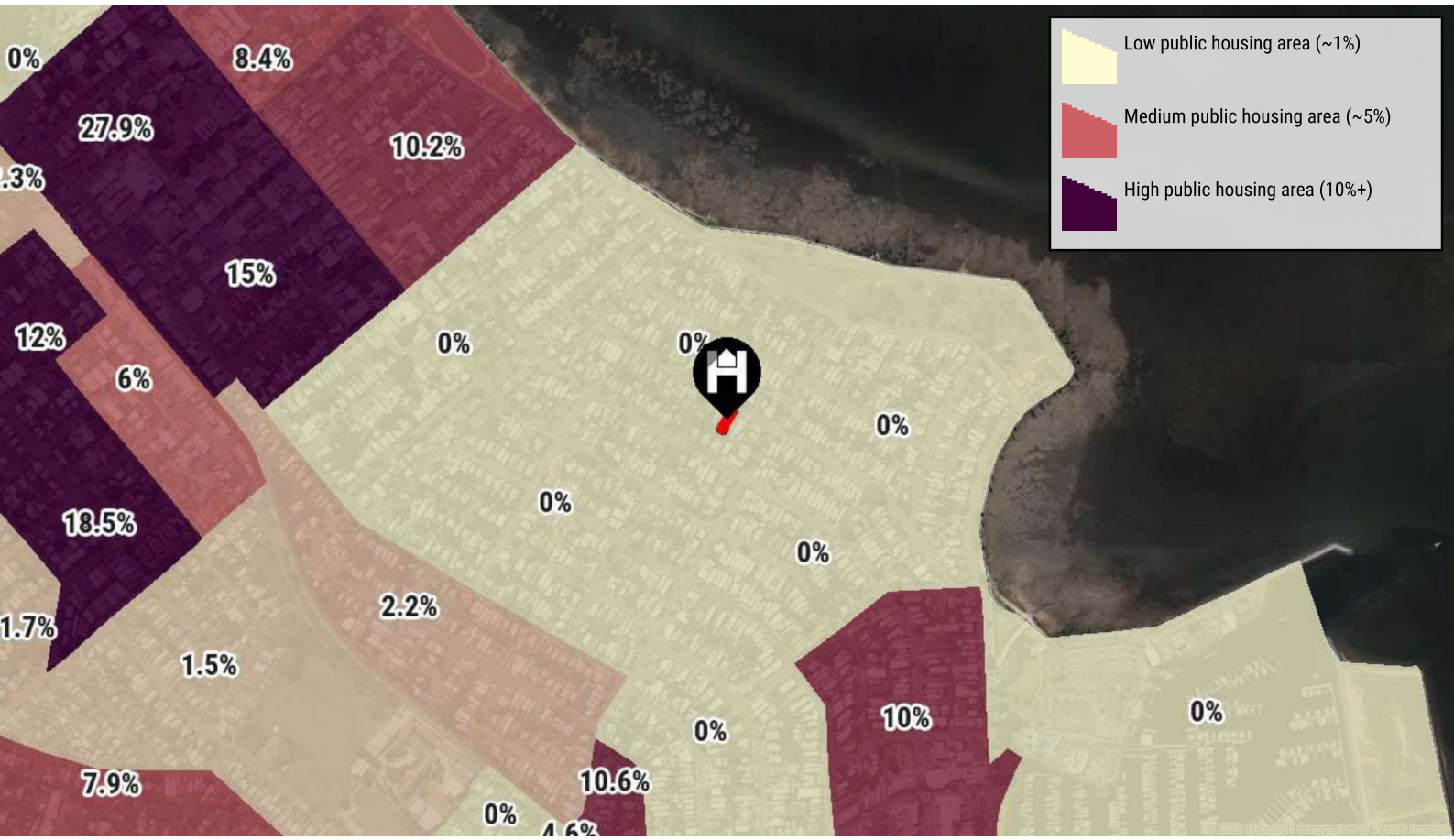
Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

PUBLIC HOUSING

Public housing includes both government-managed and community housing, offering affordable homes to eligible residents. In areas with a high proportion of public housing, neighborhood change may happen more gradually, as some properties remain outside the private market. However, when former public housing is sold and reintroduced to private ownership, these areas can attract new interest and see periods of faster growth. Public housing can shape the character of a community, contributing to stability while also influencing long-term development trends.

PROPERTY INFORMATION

Public housing rate: 0% (2021)
In the map, public housing rates are shown as a percentage of all dwellings. Public housing includes both government-managed and community housing (but excludes employer-managed housing such as Defence Housing Australia).



Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

145/RP33008
Generated on 2026-10-26

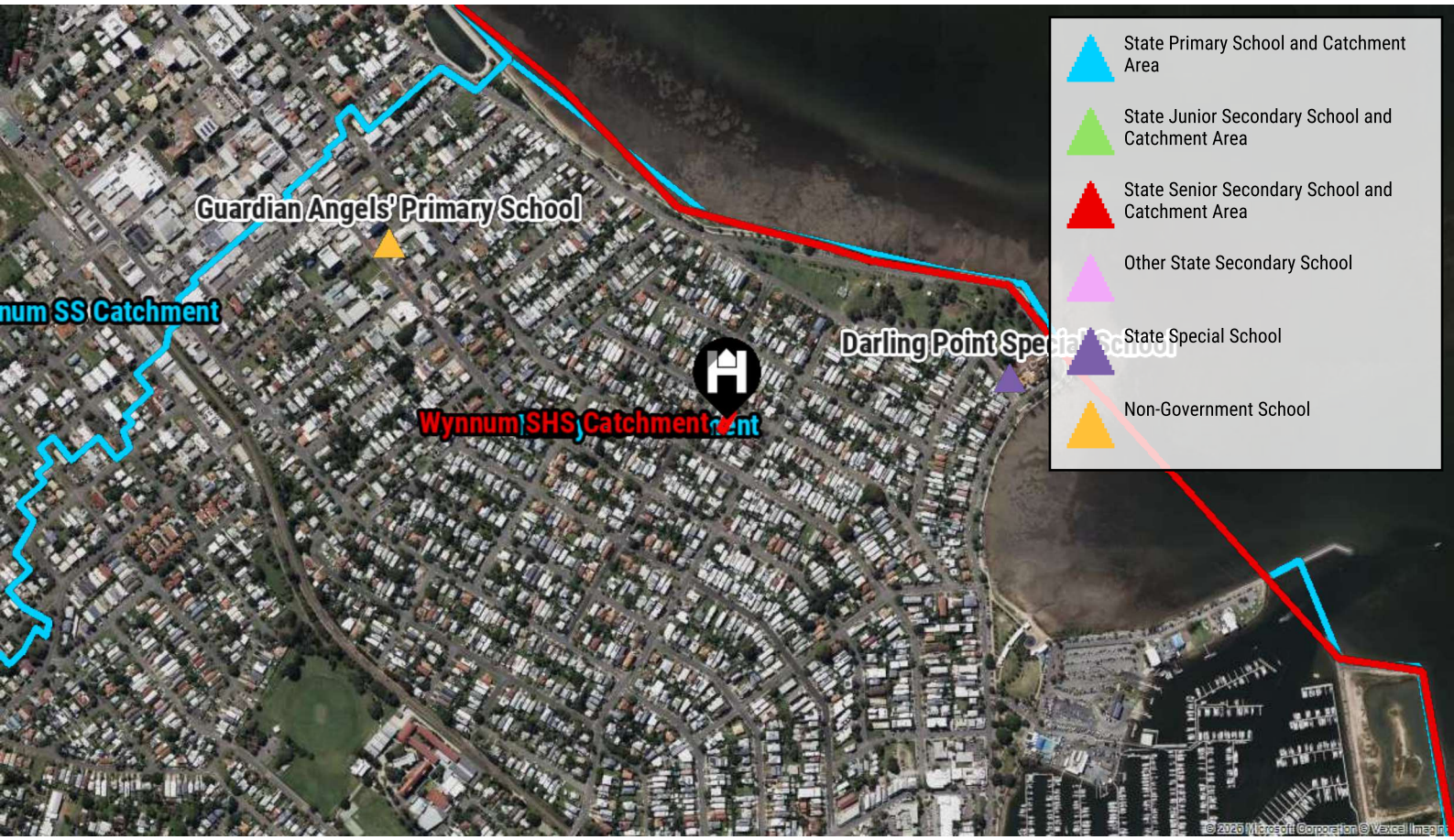
SCHOOL CATCHMENTS

A school catchment area is the geographical location where a state school's core intake of students must live. Catchment areas ensure every Queensland student from Prep to Year 12 is able to enrol at their local state school. Your local state school is the school which is closest to your home. This is measured by the shortest, most direct route by road to the main entrance of the school. You can still apply for enrolment at a state school outside of your catchment area, but enrolment is not guaranteed and you will be placed on a waiting list.

PROPERTY INFORMATION

State primary school: Manly SS
State junior secondary school: Wynnum SHS
State senior secondary school: Wynnum SHS

We use the latest available data to determine the catchment area for a property. However, school catchment areas are reviewed yearly and are subject to change. For enquires, please contact schoolemp@qed.qld.gov.au.



Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

145/RP33008
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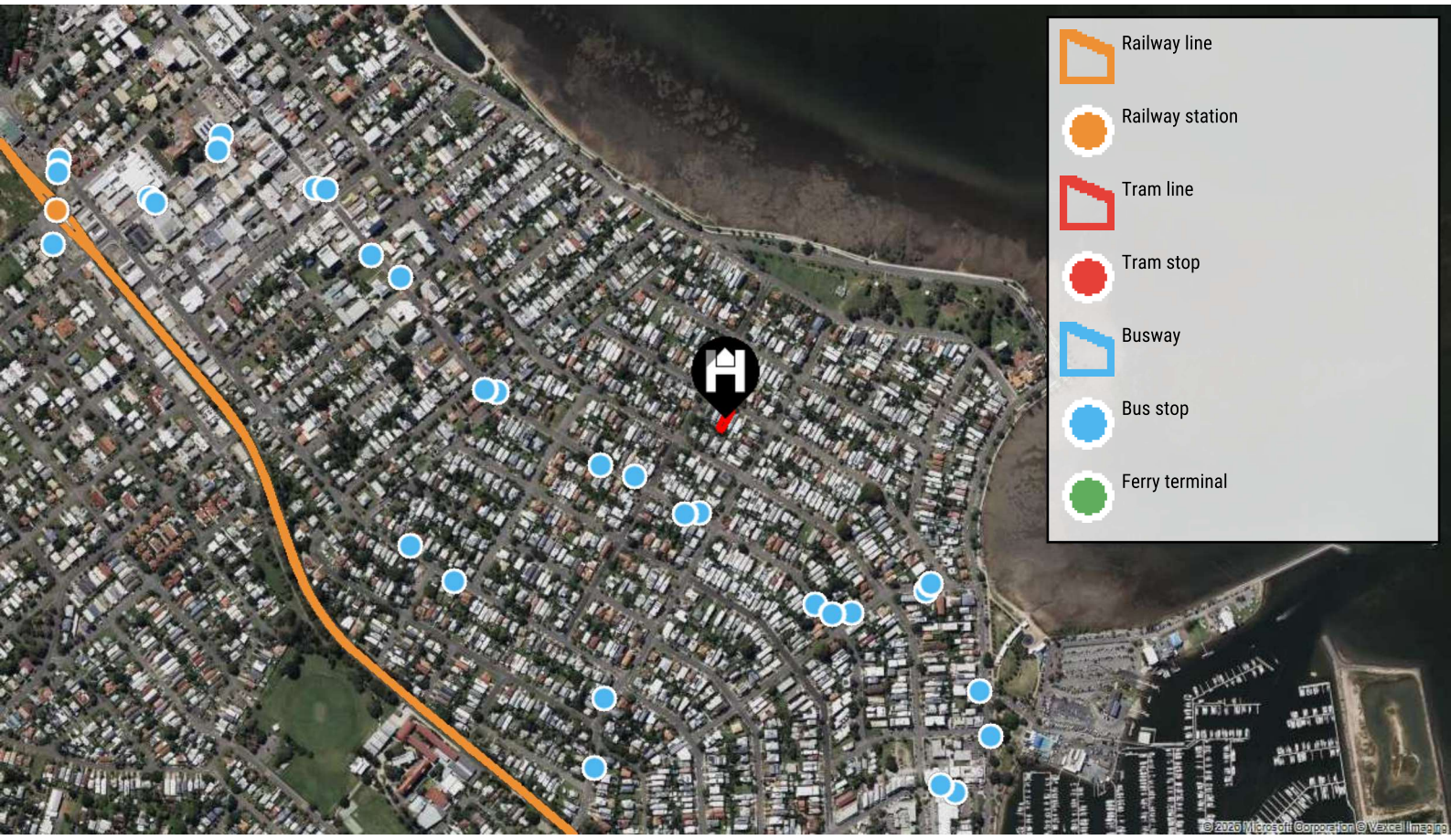
PUBLIC TRANSPORT

Public transport networks connect residents to employment, services, and activity centres. Properties located near well-serviced public transport routes tend to benefit from stronger demand, as accessibility is a key factor for many buyers and renters. Areas with major transport upgrades or new station developments often experience accelerated growth as improved connectivity attracts new residents and investment. Public transport access can shape the desirability of a neighborhood, supporting long-term property values while also influencing the pace and pattern of local development.

PROPERTY INFORMATION

Nearby public transport routes and stops are shown on the map below, including bus, train, tram and ferry networks. Note that some train lines may be for freight only.



OpenStreetMap contributors

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ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

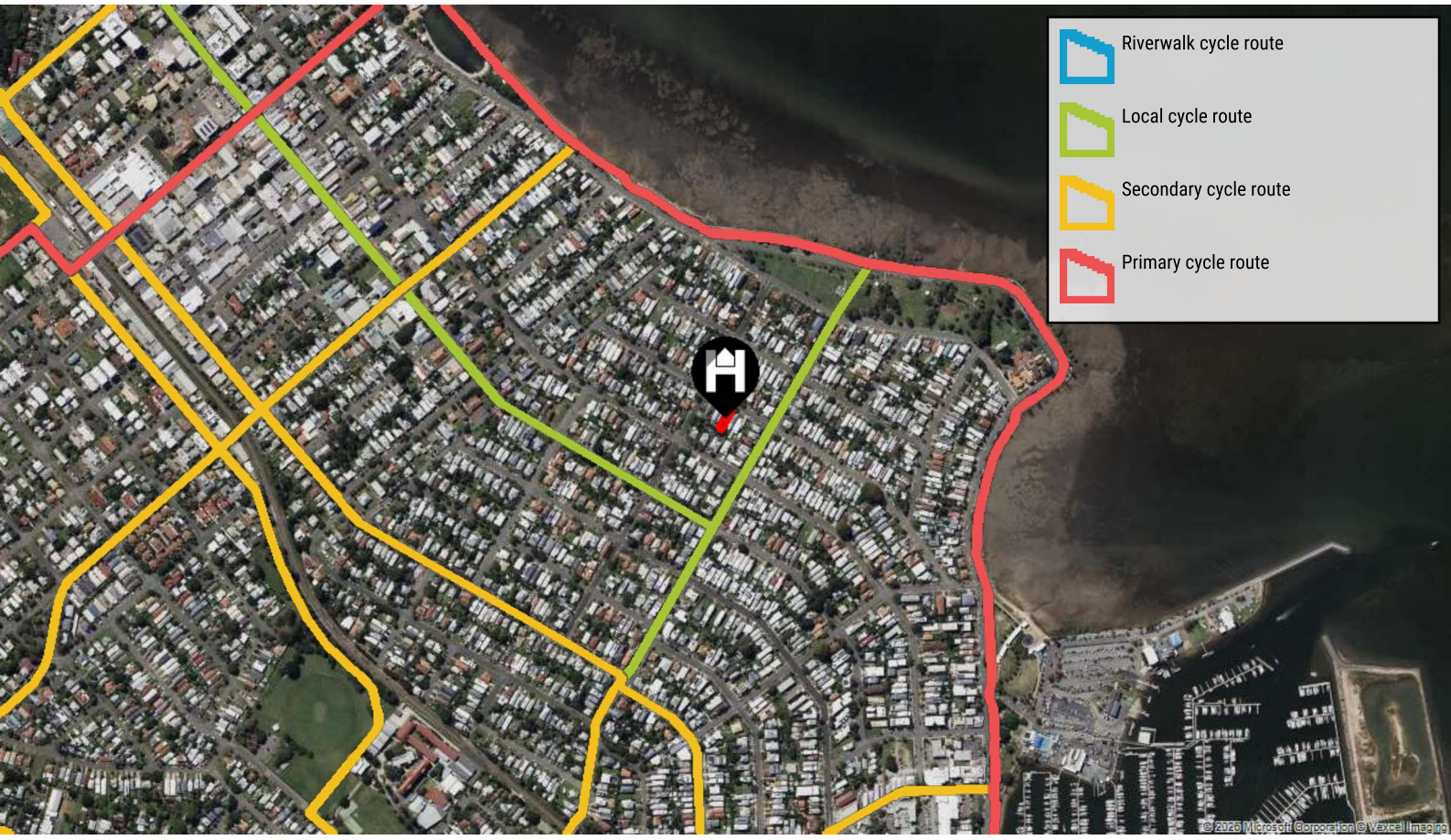
145/RP33008
Generated on 2026-10-26

BICYCLE NETWORK

Council maintains a bicycle network throughout the city. The network includes a mix of dedicated bike paths, on-road bike paths and riverside paths. Parking for bikes and scooters is provided at most ferry terminals and train stations and at all busway stations. There are also a range of bike shelters, racks, lockers and facilities located across Brisbane. Having bike paths near your property can help you maintain an active lifestyle, whether for commuting to work or just for recreational cycling.

PROPERTY INFORMATION

The map below shows the council-maintained bicycle network near the property.



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ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

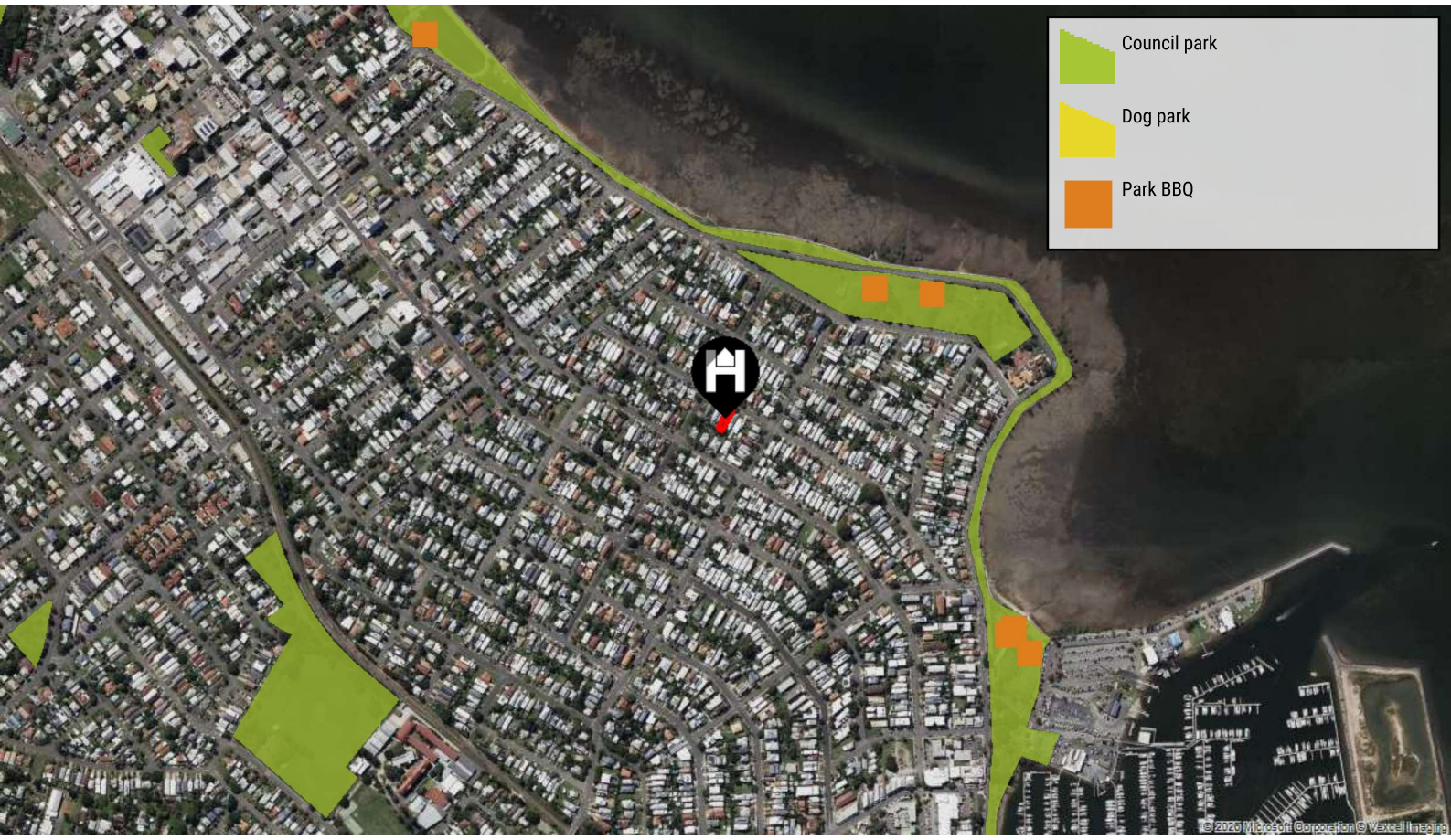
145/RP33008
Generated on 2026-10-26

COUNCIL PARKS

Council maintains more than 2180 parks across Brisbane, with more created all the time. The parks range in size from small pocket parks to large district parks, three botanic gardens and many bushland reserves. Having parks near your property can help maintain an active lifestyle and provide a place for families and friends to gather.

PROPERTY INFORMATION

The map below shows council-maintained parks near the property. Locations of public BBQ's within the parks are also shown.



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ALF LAWYERS

57 Boswell Terrace
Wynnum QLD

145/RP33008
Generated on 2026-10-26

TRACKS AND TRAILS

Council maintains a network of walking tracks and trails throughout the city. These range from pathways across council parks, through to hiking and mountain bike trails up Mt Coot-tha. Having walking tracks and trails near your property can help you maintain an active lifestyle.

PROPERTY INFORMATION

The map below shows council-maintained walking tracks and trails near the property.



Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

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

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

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

Transaction ID: 51229921 EMR Site Id: 26 October 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 145 Plan: RP33008
57 BOSWELL TCE
WYNNUM

EMR RESULT

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

CLR RESULT

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

ADDITIONAL ADVICE

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

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

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

Administering Authority

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS166069_DC

REPORT DATE
26 Oct 2026 15:23:43

CLIENT ID
211901891

COUNCIL
Brisbane City

Seller Disclosure - Contamination Notices

This report provides a search of the public register to support the requirement under the ***Property Law Regulation 2024***, of disclosing **contamination and environmental protection notices** under **Part 3 – Land use, planning and environment**, of the **QLD Seller Disclosure Statement.** This report contains records not included in the DETSI contaminted land search (EMR/CLR).

1. Notices Under Section 408(2)

No Records Identified

Records of notices under section 408(2) of the Environmental Protection Act 1994.

A search of **Environmental Evaluations** and **Site Investigations** has been undertaken.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

Show Cause Notices**, **Notices of Decision under Section 394**, and **Orders under Section 458** are excluded from this search as they are not available on the public register. A separate search of the EMR/CLR will identify sites with **Contaminated Land** or **Site Management Plans under Section 401.

2. Notices Under Section 369C(2)

No Records Identified

Records of notices under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an **Environmental Enforcement Order (EEO)** applies). This includes **Environmental Protection Orders**, **Direction Notices**, and **Clean-Up Notices**.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

3. Notices Under Section 347(2)

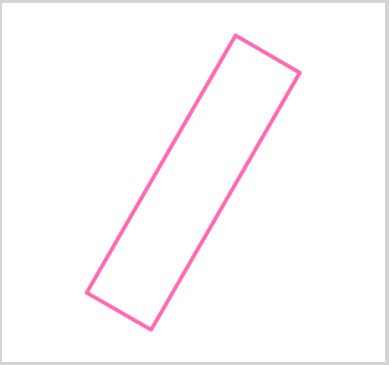
No Records Identified

Records of notices under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a **prescribed Transitional Environmental Program (TEP)** applies).

A search of all TEPs has been undertaken, including those that are not prescribed. Prescribed TEPs are those that do not relate to an environmental authority.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

LOT/PLAN
Lot 145, RP33008



THINGS TO KNOW

- **Seller Responsibility**

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.
It is important to read and carefully consider each notice before determining whether it needs to be disclosed. You should seek legal advice about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

- **Notice Types**

Notices identified under section 369C(2) and 347(2) may also apply to Section 408(2).

INTERESTED IN FURTHER INSIGHTS?

This report has been purpose-built to support the Seller Disclosure Statement requirements. For a more comprehensive due diligence search, we recommend the Lotsearch Contaminated Land Search — which identifies additional contamination records for the site and the surrounding area. Visit lotsearch.com.au

CUSTOMER SUPPORT

support@lotsearch.com.au

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LOTSEARCH
Spatial Intelligence | Mapping Risk

Seller Disclosure - Contamination Notices

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Enforcement Actions	QLD Department of Environment, Tourism, Science and Innovation	22/10/2026	22/10/2026	Weekly

Useful Contacts

Lotsearch Pty Ltd www.lotsearch.com.au support@lotsearch.com.au	**Department of the Environment, Tourism, Science and Innovation (DETSI), Queensland** https://www.detsi.qld.gov.au/ 13 QGOV (13 74 68)	**Brisbane City** http://www.brisbane.qld.gov.au/ www.brisbane.qld.gov.au/about-council/contact (07) 3403 8888

Click for 'Use of Report - Applicable Terms'

Disclaimer:
The purpose of this report is to provide a search of the public register for the site, to support the requirement of disclosing contamination and environmental protection notices under Part 3 - Land use, planning and environment, of the QLD Seller Disclosrue Statement, as part of the Property Law Regulation 2024. The report may not identify all the notices required by the relevant disclosure requirements. It does not include a search of the DETSI contaminated land search (EMR/CLR). The report does not replace your responsibility to accurately identify and disclose information relevant to the matters outlined in the Seller Disclosure Statement. You should seek legal advise about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practitioner before you make any decision based on the information within the report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order. You accept that Lotsearch may amend some of the information supplied in the order, to identify the relevant site for the report.

Information provided by public authorities is constantly changing. This report is based on data listed in the Dataset Listing table and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.

A link to the detailed terms applicable to the use of this report is available above.

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION

FORM 23
POOL SAFETY CERTIFICATE

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

1. Pool safety certificate number

Identification number: PSC0314089

2. Location of the swimming pool

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

Street address: 57 BOSWELL TCE

WYNNUM QLD Postcode

Lot and plan details: 145/RP/33008 Local government area: BRISBANE CITY

3. Exemptions, Performance solutions, or Special conditions for the swimming pool (If applicable)

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

No disability exemption applies; No impracticality exemption applies

No performance solution applies

4. Pool properties Shared pool ☐ Non-shared pool ☑ Number of pools 1

5. Pool safety certificate validity

Effective date: 03/11/2026 Expiry date: 03/11/2028

6. Certification

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

Name: Iain Edward BISHOP

Pool safety inspector licence number: PS15137374

Signature:

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

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

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

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

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

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Mailing Code EMAIL

Property Location 57 BOSWELL TCE WYNNUM

Issue Date 7 Oct 2026

Bill number
5000 1051 3900 860

Bill number **including donation**
5800 1051 3900 860

Enquiries
(07) 3403 8888
24 hours 7 days

500010513900860/E-1/S-1/I-1/H-16

LYNETTE M NEVILLE
57 BOSWELL TCE
WYNNUM QLD 4178

Account Period
1 Oct 2026 - 31 Dec 2026

Donate to the Lord Mayor's Charitable Trust to help those in need

You can donate your $15 rates discount to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.

LORD MAYOR'S
CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.
Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Payment assistance - If you would like to arrange a payment extension or a payment plan please contact Council on (07) 3403 8888.

Nett Amount Payable
$686.45

Due Date
6 Nov 2026

Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	636.47
State Government Charges	65.00
Gross Amount	701.47
Discount and/or Rounding (where applicable)	15.02 CR
Nett Amount Payable	686.45
Optional Lord Mayor's Charitable Trust donation received by the Due Date	701.45

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust $15 donation

POST billpay *439 580010513900860

PAY Biller Code: 319186
Ref: 5800 0000 0935 320
Amt: $701.45 by 6 Nov 2026

Excluding Lord Mayor's Charitable Trust $15 donation

POST billpay *439 500010513900860

PAY Biller Code: 78550
Ref: 5000 0000 0935 320
Amt: $686.45 by 6 Nov 2026

Pay using your smartphone

Sniip
Available on the App Store

LYNETTE M NEVILLE

Due Date		Gross Amount	Nett Amount
6 Nov 2026	50	$701.47	$686.45

<0000068645> <004440> <500010513900860> >

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

Rating and rebate information

As a ratepayer, it is your responsibility to ensure that the charges and rating category are correct and matches your property's predominant use.

Rating information and Category - general rates are calculated based on the land valuation issued by the Queensland Government and the rating category of the property. Please refer to the rating category statement or visit brisbane.qld.gov.au/rating-categories for more information.

Change your contact details - It is important you advise Council of changes to your phone number, postal and email addresses by phone on 07 3403 8888 or visit brisbane.qld.gov.au/change-rates-contact-details to notify us online.

Rebates - Council offers a range of rates rebates, including pensioner, not for profit and owner occupier. Phone 07 3403 8888 or visit brisbane.qld.gov.au/rates-rebates for more information.

Interest - Compounding interest of 12.19% per annum will accrue daily on any amount owing immediately after the due date.

Payment options

Online
To pay online go to brisbane.qld.gov.au/pay-rates
Payment is accepted by American Express, Mastercard and Visa, or with Apple Pay and Google Pay linked to these cards. Minimum payment $10.

By Mobile
Download the Sniip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. *(Sniip is not available for iPads or tablets.)* Payment is accepted by American Express, Mastercard or Visa. Minimum payment $10.

Mail
Allow sufficient time for mail delivery as payment must be received on or before the due date to receive discount.
Return the bottom slip with cheque made payable to Brisbane City Council to:

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001

Direct Debit
Pay a nominated amount by Direct Debit transfer from your transaction account. To apply please visit brisbane.qld.gov.au/pay-rates and complete the online form.

Phone Pay
Call 1300 309 311 to pay by American Express, Mastercard or Visa. Minimum payment $10.

Mobile and Internet Banking - BPAY®
Make this payment from your cheque, savings, debit, credit card or transaction account. More info: bpay.com.au
Minimum payment $10.
®Registered to BPAY Pty Ltd ABN 69 079 137 518

Instore
Pay in-store at Australia Post
Billpay Code: *439

Brisbane City Council Customer Centre
Pay at any Customer Centre. Payment is accepted by cash, cheque, eftpos, Mastercard or Visa. Minimum payment $10.

Use and Disclosure Notice

Your property ownership and rates details are used for a range of Council functions and to provide services to you.

English
If you need this information in another language, please phone the Translating and Interpreting Service (TIS) on 131450 and ask to be connected to Brisbane City Council on (07) 3403 8888.

Italian
Per avere queste informazioni in un'altra lingua, telefonate al TIS (*Translating and Interpreting Service*, cioè Servizio Traduttori e Interpreti) al numero 131450 e chiedete di essere collegati con il numero (07) 3403 8888 del municipio di Brisbane *(Brisbane City Council)*.

Spanish
Si necesitara esta información en otro idioma, se le ruega llamar al Servicio de Traducción e Interpretación *["TIS"]*, teléfono 131450, y pedir conexión con el Municipio de Brisbane, teléfono (07) 3403 8888.

Chinese 如果您需要用另一種語言獲悉此文件的內容，請致電131450到翻譯與傳譯服務部（TIS），請他們給您轉接（07）34038888到布里斯本（Brisbane）市政廳。

CC144/2 (28 May 2026)
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Property Details

Owner	**LYNETTE M NEVILLE**	
Property Location	**57 BOSWELL TCE WYNNUM**	
Real Property Description	**L.145 RP.33008 PAR TINGALPA**	
Valuation effective from	1 Jul 2024	$740,000
	1 Jul 2025	$890,000
	1 Jul 2026	$890,000
Average Rateable Valuation (A R V)		$840,000

Account Details

Account Number 5000 0000 0935 320

Opening Balance		
Closing Balance Of Last Bill	701.47	
Payment Received - 06-Aug-2026	686.45	CR
Discount/Rounding Allowed	15.02	CR
Total	**0.00**	

Period: 1 Oct 2026 - 31 Dec 2026

Brisbane City Council Rates & Charges	
General Rates - Category 1(Annually 0.2134 Cents In The A R V $)	448.14
Waste Utility Charge - 1 Charge(S) @ $144.02 Qtr	144.02
Bushland Preservation Levy Category 1 (Annually 0.0078 Cents In The A R V $)	16.38
Environmental Mgt Compliance Levy Category 1 (Annual 0.0133 Cents In The A R V $)	27.93
Total	**636.47**

State Government Charges	
Emergency Management Levy - Group 2	65.00
Total	**65.00**

Other Information

Your rating category statement can be found by visiting our website at brisbane.qld.gov.au and entering 'how rates are calculated'. The category statement will provide information about each rating category.

The Queensland Government waste levy for general waste is now $135 per tonne. Council has received a payment of $34,087,407 for the 2026-27 financial year from the Queensland Government to mitigate impacts from the Waste Levy on households. This payment is only around 60% of the amount required to be paid by Council to the Queensland Government as a levy for household waste to landfill. The Waste Utility Charge covers costs associated with managing waste in Brisbane, including the gap between the Queensland Government levy charged to Council and the 60% rebate received by Council.

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

Urban Utilities
ABN 86 673 835 011

Water and Sewerage Quarterly Account

Account Enquiries 13 26 57
Faults and Emergencies 13 23 64
www.urbanutilities.com.au

QUUR17_A4B/E-1/S-1/I-1/
LYNETTE M NEVILLE
57 BOSWELL TCE
WYNNUM QLD 4178

Customer reference number	10 1114 7157 0000 8
Bill number	1114 7157 15
Date issued	02/09/2026
Total due	**$582.29**
Current charges due date	**08/10/2026**

Property Location: 57 BOSWELL TERRACE
WYNNUM 4178

Your water usage

Water usage (kL)	76
Days charged	86

Average daily water usage (litres)

Current period	884
Same period last year	967

Account Summary

Period 03/06/2026 - 27/08/2026

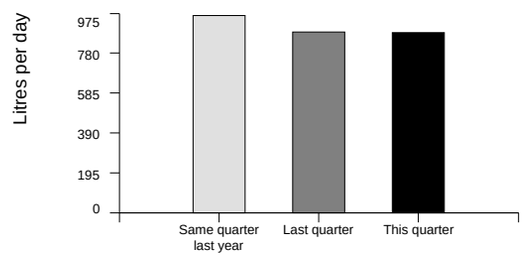
Your Last Account

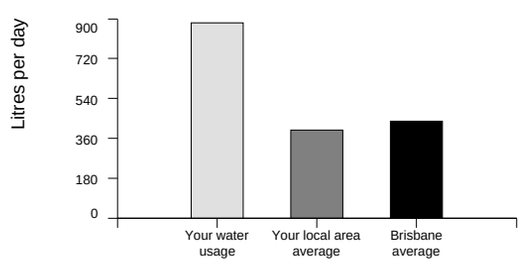
Amount Billed	$529.94
Amount Paid	$529.94CR

Your Current Account

Balance	$0.00
Current Charges	$582.29
Total Due	**$582.29**

If full payment is not received by the due date, simple interest (at an annual interest rate of 11%) will apply to each outstanding transaction.





BS0120



Payment options

Direct debit
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit

Telephone and internet banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Internet
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a surcharge.
We accept Mastercard or Visa credit cards.

By phone
Call 1300 123 141 to pay your account using your MasterCard or Visa card.

Mail
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124

In person
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

YOUR CHARGES for 03/06/2026 - 27/08/2026 (86 days)

Customer ref. no.	10 1114 7157 0000 8

57 BOSWELL TERRACE
WYNNUM 4178

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ADC22478	03/06/2026	4011		
	28/08/2026	4087	76kL	

Water Usage

State bulk water price

State Bulk Water Charge 2025/26	24.74kL @ $3.517000/kL	$87.01
State Bulk Water Charge 2026/27	51.26kL @ $3.517000/kL	$180.28

Urban Utilities distributor-retailer price

Tier 1 usage 2025/26	23.01kL @ $0.981000/kL	$22.57
Tier 1 usage 2026/27	47.67kL @ $1.048000/kL	$49.95
Tier 2 usage 2025/26	1.73kL @ $2.038000/kL	$3.52
Tier 2 usage 2026/27	3.59kL @ $2.177000/kL	$7.81
	Subtotal	**$351.14**

Water Services

Urban Utilities water service charge

Water service charge 2025/26	28 days	$19.43
This charge is for the period 03/06/2026 to 30/06/2026		
Water service charge 2026/27	58 days	$34.62
This charge is for the period 01/07/2026 to 27/08/2026		
	Subtotal	**$54.05**

Sewerage Services

Urban Utilities sewerage service charge

Sewerage service charge 2025/26	28 days	$54.90
This charge is for the period 03/06/2026 to 30/06/2026		
Sewerage service charge 2026/27	58 days	$122.20
This charge is for the period 01/07/2026 to 27/08/2026		
	Subtotal	**$177.10**

Your usage was 76 kilolitres.

That's an average of 884 litres per day.



NEED HELP UNDERSTANDING YOUR BILL?

We've broken down the items on your bill and the services they help pay for

SCAN HERE

INTERPRETER SERVICE 13 14 50

当您需要口译员时，请致电 13 14 50。

اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.

Khi bạn cần thông ngôn, xin gọi số 13 14 50

통역사가 필요하시면 13 14 50 으로 연락하십시오

Cuando necesite un intérprete llame al 13 14 50

© Urban Utilities 2026

Tear off slip and return with your cheque payment to PO Box 963, Parramatta, NSW 2124. See reverse for payment options.

UrbanUtilities

Water and Sewerage Account
In Person / Mail Payment Advice
Name: LYNETTE M NEVILLE

BPAY Biller Code: 112144
Ref: 10 1114 7157 0000 8

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
To use the QR code, use the reader within your mobile banking app.
More info: www.bpay.com.au

Commonwealth Bank Credit
Commonwealth Bank of Australia
ABN 48 123 123 124
240 Queen Street, Brisbane, QLD

*4001 101114715700008

POST billpay

Current charges due date: 08/10/2026

Date

Cash

Teller Stamp & Initials

Cheques

For Credit **Urban Utilities**

Trans Code	User ID	Customer Reference No.	Total Due
831	066840	101114715700008	$ 582.29

+757+

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

YOUR CHARGES for 03/06/2026 - 27/08/2026 (86 days)...continued

Customer ref. no. 10 1114 7157 0000 8

57 BOSWELL TERRACE WYNNUM 4178

Water usage	**$351.14**
Water services	**$54.05**
Sewerage services	**$177.10**
Your total charges 03/06/2026 - 27/08/2026	**$582.29**

Docusign Envelope ID: 9144C2D7-34BD-82B8-8188-BE58667E9CEE

CERTIFICATE OF TESTING AND SAFETY FOR SMOKE ALARMS

Issued in accordance with S.26 of the Electrical Safety Regulation 2013

Property Details: Residential Dwelling

Address: 57 Boswell Terrace, Wynnum QLD 4178

Installer Details: Electrical Contractor

Installer Name: Kalen Munck

Company Name: My Brisbane Electrician Pty Ltd

Licence No: 91746

Address: 27-29 Dunbar Road, Burpengary East, QLD 4505

Email: info@mybrisbaneelectrician.com.au

Phone: 0420 334 559

Electrical Details:

The testing and safety of standalone interconnected photoelectric smoke alarms manufactured to AS3786:2014.

For electrical equipment, this certifies that the electrical equipment, to the extent it is affected by the electrical work, is electrically safe.

Part 3.7.2 of the NCC

Part 4 of the Building Regulation 2021

AS3786

AS3000

QDC MP 4.1

Test Date: 27.10.2026

Name: Kalen Munck

Signature:



REIQ Accredited Agency

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: LYNETTE MARGARET NEVILLE ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

SELLER'S AGENT

NAME:
Shaloma Pty Ltd; ATF: United Vision Trust, T/as McGrath Wynnum/Manly

ABN: 25 991 799 103 70 688 295 258 LICENCE NO: 4024181 4890961

ADDRESS: Shop 4 & 5, 78 Bay Terrace

SUBURB: Wynnum STATE: QLD POSTCODE: 4178

PHONE: 07 3917 5000 MOBILE: EMAIL: wynnumoffice@mcgrath.com.au

SELLER'S SOLICITOR

← *or any other solicitor notified to the Buyer*

NAME:
ALF LAWYERS

REF: CONTACT: SHARON WHITE

ADDRESS: 21/357 GYMPIE ROAD

SUBURB: STRATHPINE STATE: QLD POSTCODE: 4500

PHONE: 3088 6161 MOBILE: EMAIL: sharon@alflawyers.com.au

BUYER

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

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

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BUYER'S AGENT *(If applicable)*

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

BUYER'S SOLICITOR

← *or any other solicitor notified to the Seller*

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

PROPERTY

LOT: ADDRESS: 57 BOSWELL TERRACE

SUBURB: WYNNUM STATE: QLD POSTCODE: 4178

DESCRIPTION: **LOT:** 145 **PLAN:** RP 33008 **AREA:** 405M2 ← *more or less*

TITLE REFERENCE: 13384038 **SOLD AS:** ☐ Freehold ☐ Leasehold

■ *if neither is selected, the Lot is treated as being Freehold.*

☑ Built On ☐ Vacant

Present Use: Residential Dwelling

Local Government: BRISBANE CITY

■ *attach annexure for additional space*

Excluded Fixtures:

■ *attach annexure for additional space*

Included Chattels: All NBN Equipment, Dishwasher, All pool Equipment, All light & window coverings, Integrated Fridge & Freezer, All Tv's, White cabinet down stairs next to doors out to the patio, White built in cabinet in dining room upstairs, White sideboard between dining room & lounge room.

PRICE

Cyber Warning

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

PURCHASE PRICE: $

DEPOSIT:

Initial Deposit $

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

Balance Deposit $ (if any)

payable on:

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

Deposit Holder:	Shaloma Pty Ltd; ATF: United Vision Trust, T/as McGrath Wynnum-Manly
Deposit Holder's Trust Account:	Shaloma Pty Ltd
Bank:	Macquarie
BSB: 184 446	**Account No:** 3062 77369

DEFAULT INTEREST RATE: %

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

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SETTLEMENT

SETTLEMENT DATE: _____

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

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

GST

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

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

☑ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]

☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]

☐ Margin Scheme [clause 10.4 applies]

☐ Going concern [clause 10.5 applies]

☐ Farm Land [clause 10.6 applies]

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

GST WITHHOLDING OBLIGATIONS

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

☑ No
☐ Yes

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

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

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

(select whichever is applicable)

☑ the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property

☐ the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

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

LAND TAX

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

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

[select one]

☑ No adjustment is to be made for land tax

☐ Land tax is to be adjusted on a single holding basis

☐ Land tax is to be adjusted on the Seller's actual land tax liability

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

CONDITIONS

FINANCE

Finance Amount: $ _____

Financier: _____

Finance Date: _____

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____

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

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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

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

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

TREE ORDERS AND APPLICATIONS:

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

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

☑ No

☐ Yes

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

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

POOL SAFETY

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

☐ No

☑ Yes

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

☐ No

☑ Yes

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

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

☑ Installed in the residence

☐ Not installed in the residence

← ***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.*

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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))*	Not known by the seller. Please refer to the attached Form 2 & BCCM Form 33. Buyer should make their own enquiries and seek independent legal advice if required.
(b)	Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*	Not known by the seller. Please refer to the attached Form 2 & BCCM Form 33. Buyer should make their own enquiries and seek independent legal advice if required.
(c)	Circumstances in Relation to Affairs of Body Corporate (s 223(3))*	Not known by the seller. Please refer to the attached Form 2 & BCCM Form 33. Buyer should make their own enquiries and seek independent legal advice if required.
(d)	Proposal to Record a New Community Management Statement (clause 12.9(1)(a))	Not known by the seller. Please refer to the attached Form 2 & BCCM Form 33. Buyer should make their own enquiries and seek independent legal advice if required.
(e)	Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*	Not known by the seller. Please refer to the attached Form 2 & BCCM Form 33. Buyer should make their own enquiries and seek independent legal advice if required.
(f)	Outstanding by-law contravention notices (clause 12.9(1)(c))*	Not known by the seller. Please refer to the attached Form 2 & BCCM Form 33. Buyer should make their own enquiries and seek independent legal advice if required.
(g)	Proposed Body Corporate resolutions (clause 12.10)*	Not known by the seller. Please refer to the attached Form 2 & BCCM Form 33. Buyer should make their own enquiries and seek independent legal advice if required.

**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. The parties agree that this contract may be formed by one party executing the contract that has been signed by the other part (or a photocopy, emailed or facsimile copy of that contract) and transmitting it by facsimile or email to the other party or their Agent or Solicitor.

2.The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule by way of electronic transaction only. The Deposit Holder will hold the Deposit until a party becomes entitled to it.

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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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*;

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(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.

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(3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.

(4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:

(a) under section 79, 80 or 81 of the *Property Law Act 2023*;

(b) under clause 6.3; or

(c) 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:

(a) the Settlement is an Electronic Settlement;

(b) 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;

(c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and

(d) 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:

(a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or

(b) 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:

(a) 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;

(b) 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;

(c) 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;

(d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;

(e) 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

(f) 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:

(a) 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;

(b) 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;

(c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and

(d) 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:

(a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and

(b) 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:

(a) there is an error in the boundaries or area of the Lot;

(b) there is an encroachment by structures onto or from the Lot;

(c) 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

(d) 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:

(a) immaterial; or

(b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing 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 and obtain copies of documents 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.

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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.

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(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.

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