



Draft contract

**50_38-42 DURINGAN STREET,
CURRUMBIN**



Agents

Tony Holland
0416 287 117

Rachael Ford
0408 755 993



McGrath

Disclaimer:

The enclosed Contract is a Draft Viewing Contract and has Vendor particulars removed for privacy reasons. The Draft Viewing Contract is for general information purposes only. A copy of the complete Marketing Contract, to be used for legal purposes, including but not limited to, pre-contractual review, advice and exchange is available from the Agent upon request.

Disclosure to prospective buyer —What we must tell you before you sign

Property Occupations Act 2014

This form is effective from 1 October 2015

ABN: 13 846 673 994

This form only needs to be completed if a disclosure of the kind described below applies

Part 3

Section 3:1

1. 'Relationship' includes, but is not limited to, the following types of relationship:
 - Family
 - Business (other than a casual business relationship)
 - Fiduciary
 - Relationship in which one person is accustomed, or obliged, to act in accordance with the directions, instructions, or wishes of the other.
2. In column 3 of the table you must disclose the amount (\$) or value or consideration which you derive or expect to derive from the person or entity to whom you have referred the buyer.
3. In column 4 of the table you must disclose the amount, value or nature of any benefit which the person or entity to whom you have referred the buyer has received, receives or expects to receive in connection with the sale, or for promoting the sale, or for providing a service in connection with the sale, of the property.
4. For guidance on what to disclose as a 'benefit' see notes below for section 3:2.

Section 3:2

What you should disclose as a 'benefit'

It is your obligation to disclose any benefit, to your knowledge which any person has received, receives or expects to receive in connection with the sale or for promoting the sale, or providing a service in connection with the sale, of the property. The following lists are not exhaustive:

You NEED to disclose

- fees, commissions and remuneration to be paid to any entity which receives or expects to receive a benefit including but not limited to financial institutions, finance brokers, financial advisers, financiers, valuers, marketing agents, sellers and promoters
- all benefits dependent on a successful sale (i.e. a commission or fee paid to any person as a success fee)
- marketing, advertising and promotion costs, where payment is contingent on the sale of the lot ('the lot' is the property described in section 2 of the form).

Examples:

- a) Where a marketing company will receive money or another benefit because the lot has sold—**DO** disclose
- b) Where a marketing company will receive money or another benefit for the sale of three lots, and the lot is one of those—**DO** disclose, even where the other two lots have not yet sold.

As a general rule, you need to disclose any benefits contingent on the sale of the property.

You NEED NOT disclose:

- mortgage pay-outs
- performance bonuses
- expenses incurred prior to the sale in preparation of the property for sale (such as painting or maintenance) and in developing the land (such as professional fees and disbursements paid to engineers, surveyors, architects and town planners)
- vendor's profit or net proceeds of sale
- property developer's profit or development fees
- non-monetary benefits
- solicitors' professional fees and ordinary disbursements in relation to the developing, selling or purchasing of the property
- amounts payable to local, state or federal government.

\$ amount (or value or nature) of the benefit

You must provide the amount, value or nature of the benefit as accurately as is possible at the time of the disclosure. You should express the benefit as one of the following:

- the amount (\$) including GST.
- a value (%)
- a description of the nature of the benefit. You should **ONLY** do this if the benefit cannot be described as an amount or value.

If you do not know the exact amount of value of the benefit, provide a reasonable estimate of the final amount or value based on the purchase prices at the time of the disclosure.

This area has been intentionally left blank.



**Disclosure to prospective buyer
—What we must tell you before you sign**

Property Occupations Act 2014

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Part 1—Selling agents details

Please tick appropriate box.	McGrath Coolangatta/Tweed Heads
	Name
	<input checked="" type="checkbox"/> Licence number / <input type="checkbox"/> Registration number. 4655217

Part 2—Property details

Please provide details of the property.	Residential Dwelling
	Description of property
	Address 50/38-42 Duringan Street
	Suburb Currumbin State QLD Postcode 4223
	Lot 50 Plan BUP8094
	Title reference 17080017 Parish/County

Part 3—Selling agent's disclosure

<p>3:1 Benefits</p> <p>Notice to selling agent: You must complete this section if you have referred the buyer to anyone for professional services associated with the sale and</p> <p>a) You have any relationship (personal or commercial) with that person or entity to whom you have referred the buyer; and/or</p> <p>b) You derive or expect to derive any consideration (whether monetary or otherwise) from that person or entity to whom you have referred the buyer.</p>	<p>For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.</p> <table border="1"> <thead> <tr> <th style="width: 25%;">Name of person or entity to whom buyer is referred</th> <th style="width: 25%;">Nature of relationship with selling agent</th> <th style="width: 25%;">Benefit derived by selling agent (\$ or value)</th> <th style="width: 25%;">Benefit to person/entity to whom buyer is referred (if any)</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table> <p>Only complete this section if the benefit is from a referred entity. If you have disclosed a benefit here you do not need to disclose it again in section 3:2.</p>	Name of person or entity to whom buyer is referred	Nature of relationship with selling agent	Benefit derived by selling agent (\$ or value)	Benefit to person/entity to whom buyer is referred (if any)
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<p>3:2 Benefits other than by referral</p> <p>Notice to selling agent: You must disclose the amount, value, or nature of any benefit to your knowledge (other than those already disclosed by you in section 3:1) which any person has received, receives, or expects to receive in connection with the sale, for promoting the sale, or for providing a service in connection with the sale of the property.</p>	<p>For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.</p> <table border="1"> <thead> <tr> <th style="width: 33%;">Payment type</th> <th style="width: 33%;">Entity receiving payment</th> <th style="width: 33%;">Benefit (\$ or value)</th> </tr> </thead> <tbody> <tr> <td>Oxygen Home Loans</td> <td>Fully owned subsidiary of</td> <td>15% Oxygen Home Loans</td> </tr> <tr> <td>ABN 46 103 177 377</td> <td>McGrath Sales Pty Ltd</td> <td>.....</td> </tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Payment type	Entity receiving payment	Benefit (\$ or value)	Oxygen Home Loans	Fully owned subsidiary of	15% Oxygen Home Loans	ABN 46 103 177 377	McGrath Sales Pty Ltd								
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Part 4—Property developer disclosure declaration

This section applies only if the property is being sold by a property developer.

I am a property developer or person acting as a property developer, and hold an interest of at least 15% in the property (tick box if yes).

Part 5—Selling agent's disclosure declaration

The information I have provided in this form is true to the best of my knowledge, information and belief.

Name *Tony Holland*

Signature *Tony Holland* Date

2	4	/	0	4	/	2	0	2	4
D	D		M	M		Y	Y	Y	Y

Part 6—Buyer's acknowledgement

I/we have not yet entered into a contract for the purchase of the property described in section 2. This form has been explained to me/us by the selling agent and I/we understand the nature and effect of the disclosures made in this form.

Name

Signature Date

		/			/				
D	D		M	M		Y	Y	Y	Y

Name

Signature Date

		/			/				
D	D		M	M		Y	Y	Y	Y

Statement to Buyer
ELECTRONIC CONSENT, MULTIPLE OFFERS & WAIVER OF COOLING OFF

1. Proposed Buyer's details	
Buyer(s):	
Address:	
Phone:	Email(s):
Mobile No:	
2. Property to be Purchased	
Address: <i>50/38-42 Duringan Street Currumbin</i>	
3. Consent to Receive Electronic Communication by Proposed Buyer(s)	
<p>A. The Electronic Transactions Act QLD (Sections 11 &12) require a person/s to provide consent if they agree to receive information via electronic communications.</p> <p>B. The Buyers listed in the above Section 1 confirm that by signing this document, they consent to the use of Electronic communication as per the email address provided in Section 1 as a method of communication with the Selling Agent of this property.</p>	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign:	
Sign:	
4. Acknowledgement of multiple offers by Proposed Buyer(s)	
<p>A. That there is another existing offer for the purchase of this property;</p> <p>B. That I/we should make our best and final offer as we may not have the opportunity to submit further offers;</p> <p>C. That I/we must be in a position to proceed to Contract immediately should my/our offer be accepted by the Vendor;</p> <p>D. That my/our offer will be presented along with the other existing offers to the Vendor by the Listing Agent;</p> <p>E. The Vendor has complete discretion as to which offer is accepted;</p> <p>F. The Vendor is not bound to accept any of the offer presented and may enter into further negotiations with any of the prospective purchasers or any other interested party;</p> <p>The details of my/our offer will remain confidential between the Listing agent and me/us until such time as the offers are presented contemporaneously to the Vendor. The Listing agent will maintain the confidentiality of this offer save for the authorised disclosure to the Vendor;</p>	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign:	
Sign:	
5. WAIVER OF COOLING OFF PERIOD	
I/We, the Proposed Buyer(s) hereby waive under s167 of Procca the benefit of the cooling off period. I/We acknowledge that we have waived the benefit of s166 and the contract is unconditional in this regard:	
Sign:	
Sign:	

Disclosure Statement

With Implied Warranties

Body Corporate and Community Management Act 1997

SECTION 206

Body Corporate

Body Corporate for: THE HILL Community Titles Scheme 7183
 Lot No: 50 on BUP 8094
 Address: 50 / 38-42 DURINGAN STREET CURRUMBIN QLD 4223

PRESCRIBED INFORMATION

Secretary of Body Corporate

Name: SUSAN LARSEN C/- STRATA TITLE MANAGEMENT
 Address: PO BOX 134 TWEED HEADS NSW 2485
 Telephone: (07) 5536 2100

Body Corporate Manager

Name: STRATA TITLE MANAGEMENT
 Address: AS ABOVE
 Telephone: _____

Annual Contributions and Levies

Administrative Fund: \$3,645.83 **GROSS** each year by instalments in advance on the FIRST day of each QUARTER **Discount:** 10%
 Sinking Fund: \$2,845.13 **GROSS** each year by instalments in advance on the FIRST day of each QUARTER **Discount:** 10%
 Other: N/A

Contribution Schedule Lot Entitlements

Based on Contribution Schedule Lot Entitlements: Lot Entitlement 7 Aggregate 544
520.83272 (Admin) 406.44485 (Sinking) N/A (Other)
 Ratified at AGM dated 25/09/2023

Based on Interest Schedule Lot Entitlements: Lot Entitlement 7 Aggregate 544
N/A (Insurance included in Admin Fund Levy)
 Ratified at AGM dated N/A
 *Only applies if a separate Levy has been struck for Insurance otherwise the Insurance is paid from Administration Fund

Improvements on Common Property for which Buyer will be responsible

NOTHING SIGHTED

Joanne Scheer

David Scheer

Body Corporate Committee	Is there a committee for the Body Corporate?	Yes	X
		No	
	If there is a committee, is the Body Corporate manager engaged to perform the functions of the committee?	Yes	
		No	X

Information prescribed under Regulation Module

STANDARD – NIL

Body Corporate Assets Required to be Recorded on Register

NOTHING SIGHTED

Sinking Fund Balance

\$627,514.29 AS AT 04 MARCH 2024

Insurance

Insurer: SCI
Policy No: QRSC18000767
Building: \$35,981,700.00
Public Liability: \$20,000,000.00
Other: SEE ATTACHED

Valid to: 01/03/2025

Warranties

The Seller warrants that:-

1. The body corporate records do not reveal any latent or patent defects in the common property assets, other than the following –
 - (a) Defects arising through fair wear and tear; and
 - (b) Defects disclosed in the contract
2. The body corporate records do not disclose any defects to which the Warranty in paragraph (a) above applies.
REFER TO ATTACHED MINUTES
3. The body corporate records do not reveal any actual, contingent or expected liabilities of the body corporate that are not part of the body corporate’s normal operating expenses, other than liabilities disclosed in the contract.
REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST
4. The body corporate records do not disclose any liabilities of the body corporate to which the warranty in paragraph (3) above applies.
REFER TO ATTACHED MINUTES, FINANCIALS & SINKING FUND FORECAST
5. The seller warrants that the body corporate records do not reveal any circumstance (other than circumstances disclosed in the contract) in relation to the affairs of the body corporate likely to materially prejudice the buyer, i.e
 - (a) Has an Administrator been appointed under the Order of an Adjudicator under the dispute resolution provisions;
NOTHING SIGHTED IN RECORDS PROVIDED

- (b) Has the body corporate failed to comply with the provisions of The Act to the extent that its affairs are in disarray, records are incomplete and there is no reasonable prospect of the buyer finding out whether the warranty mentioned in subsection (2) above has been breached.

NOTHING SIGHTED IN RECORDS PROVIDED

(For this sub-section, a seller is taken to have knowledge of a matter if the seller has actual knowledge of the matter or ought reasonably to have knowledge of the matter)

The information in this Report has been prepared from records provided to us by the Secretary of the Body Corporate and personally inspected by our search agent. No responsibility will be given or accepted for any inconsistencies, errors or omissions.

Dated this **3RD** day of MAY 2024

Signed: _____

C Hydex
For Quicksearch QLD

Signing

Joanne Scheer 03/05/2024

.....
Seller

.....
Witness

David Scheer 03/05/2024

.....
Date

Buyer's Acknowledgment

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract and has received a copy of the Community Management Statement

.....
Buyer

.....
Witness

.....
Date

Joanne Scheer

David Scheer



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	QRSC18000767
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for The Hill Community Title Scheme 7183 38 Duringan Street, Currumbin, QLD, 4223
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/03/2024 Expiry Date: 4:00pm on 01/03/2025
INTERMEDIARY ADDRESS	Body Corporate Brokers PO Box 5579, Gold Coast MC, QLD, 9726
DATE OF ISSUE	23/02/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$35,981,700
		Common Area Contents	\$359,817
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$5,397,255
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$2,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$5,397,255
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

RECORD OF THE ANNUAL GENERAL MEETING OF THE BODY CORPORATE FOR THE HILL COMMUNITY TITLES SCHEME 7183 HELD AT THE OFFICES OF STRATA TITLE MANAGEMENT (GROUP) PTY LTD, THE STRAND SHOPPING CENTRE, SHOP 207, 72-80 MARINE PARADE, COOLANGATTA ON 25 SEP 2023 COMMENCING AT 05:30 PM.

LOTS REPRESENTED:

Lot 1	Susan Mackenzie & Steven James	Owner present (pre-voted)
Lot 6	John Whillans	Owner present (pre-voted)
Lot 7	Peter Jordan	Paper vote
Lot 12	Brian Birkett & Sheila Richmond	Paper vote
Lot 19	Patricia & Desmond Garde	Paper vote
Lot 20	R Van Drunen	Electronic vote
Lot 21	Rick Pilling	Electronic vote
Lot 22	Chris & Jan Heath	Paper vote
Lot 25	David & Marion Aim	Paper vote
Lot 28	Philip Wilcock	Owner present (pre-voted)
Lot 31	Beverley Forsyth	Owner present
Lot 35	Alma and James	Electronic vote
Lot 38	Donna Visser	Electronic vote
Lot 41	William & Linda Stephens	Paper vote
Lot 42	Joanne Scheer	Proxy present
Lot 49	Naomi Vasiljevski	Owner present (pre-voted)
Lot 50	Joanne Scheer	Owner present (pre-voted)
Lot 51	Rosemary Drew	Paper vote
Lot 53	Michelle Davis	Electronic vote
Lot 60	Jennifer McKellar	Owner present (pre-voted)
Lot 67	Gregory Flint	Owner present (pre-voted)
Lot 70	Joyce Soder	Electronic vote
Lot 71	Hofer Werner	Paper vote
Lot 72	Susan Larsen	Owner present (pre-voted)

IN ATTENDANCE:

Kylie Tindall (representing Strata Title Management), Harry Lynn (lot 31)

APOLOGIES:

Rick Pilling

CHAIRPERSON OF THE MEETING:

Naomi Vasiljevski was appointed Chairperson of the meeting.

MOTION NO. 1

Confirmation of Minutes

RESOLVED that the Minutes of the Annual General Meeting held 26/09/2022 be confirmed and signed as a true and correct record of proceedings at that meeting.

VOTE: YES : 21 NO: 0 ABS: 3 INV: 0

MOTION NO. 2

Statement of Accounts

RESOLVED that the statement of accounts for the financial year ended 30/06/2023 be approved.

VOTE: YES : 23 NO: 0 ABS: 1 INV: 0

MOTION NO. 3

No Audit

Lost that the Body Corporate's Statement of Accounts for the year 01/07/2023 to 30/06/2024, not be audited.

VOTE: YES : 10 NO: 12 ABS: 2 INV: 0

MOTION NO. 4

Audit

RESOLVED that if motion 3 is lost, the body corporate's statement of accounts for the financial period 01/07/2023 to 30/06/2024 be audited by Kelly and Partners.

VOTE: YES : 20 NO: 2 ABS: 2 INV: 0

MOTION NO. 5

Administrative Fund Budget and Levies

RESOLVED that the Administrative Fund Budget as circulated be approved and the Administrative Fund Levies be determined as follows excluding GST:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
Already Issued	Current	01/07/2023	30/09/2023	01/07/2023	\$70,504.00	\$129.60294
Already Issued	Current	01/10/2023	31/12/2023	01/10/2023	\$70,504.00	\$129.60294
To be Issued	Current	01/01/2024	31/03/2024	01/01/2024	\$71,162.50	\$130.81342
To be Issued	Current	01/04/2024	30/06/2024	01/04/2024	\$71,162.50	\$130.81342
Total					\$283,333.00	\$520.83272

Further to provide cash flow from the end of the financial year to the date of the next Annual General Meeting, interim contribution levies be determined as follows excluding GST:

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be Issued	Next	01/07/2024	30/09/2024	01/07/2024	\$71,162.50	\$130.81342
To be Issued	Next	01/10/2024	31/12/2024	01/10/2024	\$71,162.50	\$130.81342
Total					\$142,325.00	\$261.62684

Please note that a 10% discount is applicable if paid by the discount date.

VOTE:

YES : 22

NO: 0

ABS: 2

INV: 0

MOTION NO. 6**Sinking Fund Budget and Levies**

RESOLVED that the Sinking Fund Budget as circulated be approved and the Sinking Fund Levies be determined as follows excluding GST:

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
Already Issued	Current	01/07/2023	30/09/2023	01/07/2023	\$49,750.00	\$91.45221
Already Issued	Current	01/10/2023	31/12/2023	01/10/2023	\$49,750.00	\$91.45221
To be Issued	Current	01/01/2024	31/03/2024	01/01/2024	\$60,803.00	\$111.77022
To be Issued	Current	01/04/2024	30/06/2024	01/04/2024	\$60,803.00	\$111.77022
Total					\$221,106.00	\$406.44485

Further to provide cash flow from the end of the financial year to the date of the next Annual General Meeting, interim contribution levies be determined as follows excluding GST:

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
To be Issued	Next	01/07/2024	30/09/2024	01/07/2024	\$60,803.00	\$111.77022
To be Issued	Next	01/10/2024	31/12/2024	01/10/2024	\$60,803.00	\$111.77022
Total					\$121,606.00	\$223.54044

Please note that a 10% discount is applicable if paid by the discount date.

VOTE: YES : 19 NO: 4 ABS: 1 INV: 0

MOTION NO. 7**Insurances**

RESOLVED that the Body Corporate Insurance covers as detailed within the Insurance details attached be confirmed.

VOTE: YES : 22 NO: 0 ABS: 2 INV: 0

MOTION NO. 8
Debt Collection

RESOLVED that the Body Corporate for THE HILL Community Titles Scheme 7183 RESOLVE pursuant to the Body Corporate and Community Management Act 1997 and the Body Corporate & Community Management (Standard Module) Regulation 2020 (or other relevant Regulation Module) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or Executive Committee to do any one or more of the following:

- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- b) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of a solicitor and/or experts on behalf of Body Corporate for THE HILL Community Titles Scheme 7183
- c) to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d) Enforce any judgement obtained in the collection of levy contributions including commencing and maintaining bankruptcy of winding up proceedings;
- e) Filing an appeal or defending an appeal against any judgement concerning the collection of levy contributions; and
- f) Liaise, instruct and prepare all matters with the Body Corporate debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Steps	Approximate timeline following expiry of due date	Notice	Action
1.	No earlier than the 30 th day after the due date	<u>Reminder Notice</u> – on contributions unpaid Over \$300	Lot Owner roll, notes, ledger and payments checked - \$61.50 (including GST)
2.	Between 10-14 days after the Reminder Notice date	<u>Overdue Notice</u> – on contributions unpaid Over \$300	Issue 2 nd notice to lot owner Lot Owner roll, notes, ledger and pending payments checked - \$61.50 (including GST)
3.	Between 10-14 days after the Overdue Notice date	<u>Final Demand Notice</u> – on contributions unpaid Over \$300	Owners address details, ownership information and records, ledger balances and bank logs checked. Follow up calls and email if payment is not made - \$83.50 (including GST) plus search fees
4.	No earlier than 28 days after the Final Demand Notice date	<u>Notice of Commencement of Legal Action</u> - for any payments not made.	Owners address details, ownership information and records, ledger balances and bank logs checked. Referral of matter to solicitors if payment is not made - \$121.00 (including GST)

VOTE: YES : 22 NO: 0 ABS: 2 INV: 0

MOTION NO. 9
Valuation

RESOLVED that under Section 200 of the Body Corporate and Community Management (Standard Module) Regulation 2020 the body corporate obtain an independent valuation for full replacement value at least once every five years and the insurance cover be adjusted to the amount specified in the valuation.

VOTE: YES : 22 NO: 0 ABS: 2 INV: 0

MOTION NO. 10

Gate to rear of B Block

RESOLVED that the gate to the rear of B block remain locked with limited access only to workmen and other Body Corporate representatives as required.

VOTE: YES : 21 NO: 1 ABS: 2 INV: 0

MOTION NO. 11

Bins - Storage Cage A Block

RESOLVED that the bins near the storage cage and at the western (top) end of A block remain as currently positioned.

VOTE: YES : 21 NO: 0 ABS: 3 INV: 0

MOTION NO. 12

Bins - Storage Cage B Block

RESOLVED that the bins near the storage cage in B block remain as currently positioned.

VOTE: YES : 20 NO: 0 ABS: 4 INV: 0

MOTION NO. 13

Amendments to the by-laws

RESOLVED that the Body Corporate committee investigate amendments to the by-laws to address ongoing issues.

VOTE: YES : 19 NO: 4 ABS: 1 INV: 0

MOTION NO. 14

Appointment of Body Corporate Manager

RESOLVED that Vesture Management Pty Ltd Trading as Strata Title Management Group be appointed as the Body Corporate Manager of the Body Corporate for THE HILL CTS 7183 and that the common seal be affixed to an instrument in writing pursuant to the provisions of Section 135 (1) of the Body Corporate and Community Management (Standard Module) Regulation 2020 appointing the Body Corporate Manager and delegating the powers authorities, duties and functions of the Secretary and Treasurer as per the attached agreement.

VOTE: YES : 20 NO: 1 ABS: 2 INV: 0

MOTION NO. 15

Election of Committee Members

The following nomination was received for the position of **Chairperson**:

Jennifer McKellar

The following nomination was received for the position of **Secretary**:

Susan Larsen

The following nomination was received for the position of **Treasurer**:

Greg Flint

The following nominations were received for the positions of **Ordinary Members**:

Joanne Scheer
Bill Stephens
Philip Wilcock
John Whillans

The above positions for which sufficient nominations have been received were elected unopposed.

NEXT YEAR'S PROPOSED ANNUAL GENERAL MEETING:

Next year's proposed Annual General Meeting is to be advised.

CLOSURE:

There being no further business the Chairperson declared the meeting closed at 06:01 PM.

CONTACT ADDRESS:

The Secretary
The Body Corporate for
THE HILL CTS 7183
c/- Strata Title Management
PO Box 1548, Coolangatta QLD 4225

Footnotes to the Minutes

1. Nominated Person

** Formal instructions from the Committee to your body corporate manager shall always be communicated by the Chairperson as the nominated person, unless another committee member is authorised in writing or by formal minute.*

2. Communications must be in writing

All requests by owners or their appointed agents for repairs and maintenance, or complaints in relation to breaches of by-laws, must always be submitted to the body corporate manager in writing to ensure accurate documentary records and to enable proper administrative procedures to be followed.

RECORD OF THE ANNUAL GENERAL MEETING OF THE BODY CORPORATE FOR THE HILL COMMUNITY TITLES SCHEME 7183 HELD AT THE OFFICES OF STRATA TITLE MANAGEMENT (GROUP) PTY LTD, SHOP 15, THE STRAND SHOPPING CENTRE, GRIFFITH STREET, COOLANGATTA ON 26 SEP 2022 COMMENCING AT 05:30 PM.

PRESENT:

Lot 00001	Mackjam Properties Pty Ltd - Sue Mackenzie & Steve James	Owner present
Lot 00006	John Whillans	Electronic vote
Lot 00007	Peter Jordan	Owner present
Lot 00008	Naomi Stone	Electronic vote
Lot 00010	Briony MacLachlan	Paper vote
Lot 00012	Brian Birkett & Sheila Richmond	Paper vote
Lot 00013	Robert & Natasha Metherall	Electronic vote
Lot 00017	John & Helen McAvoy	Electronic vote
Lot 00019	Desmond & Patricia Garde	Paper vote
Lot 00021	Richard Pilling	Owner present
Lot 00023	Barry Tait	Electronic vote
Lot 00025	David & Marion Aim	Paper vote
Lot 00026	Kim Dudman	Paper vote
Lot 00028	Philip Wilcock	Owner present
Lot 00030	Tracey Norris	Electronic vote
Lot 00031	Beverley Forsyth	Owner present
Lot 00035	James Street & Alma Martinez	Electronic vote
Lot 00036	The P & P Walker Superannuation Fund - Paula Walker	Owner present
Lot 00041	William & Linda Stephens	Paper vote
Lot 00048	Michael & Tonia Thies	Electronic vote
Lot 00049	Naomi Vasiljevski	Owner present
Lot 00050	David & Joanne Scheer	Electronic vote
Lot 00051	Rosemary Drew	Paper vote
Lot 00053	Paul Daley & Michelle Davis	Electronic vote
Lot 00054	Gaven Henry	Electronic vote
Lot 00055	Linda Wallis	Electronic vote

Lot 00058	Margaret Odgers	Paper vote
Lot 00059	James Pointing	Electronic vote
Lot 00060	Jennifer McKellar	Owner present
Lot 00062	Calum & Susan Kilgariff	Electronic vote
Lot 00064	Julie Mahoney	Electronic vote
Lot 00065	Patricia Fitzpatrick	Electronic vote
Lot 00067	Gregory Flint	Owner present
Lot 00068	Natalia Hupalo	Paper vote
Lot 00070	Joyce Soder	Electronic vote
Lot 00072	Susan Larsen	Owner present

IN ATTENDANCE: Kerry Clark (lot 67), Harry Lynn (lot 31), Kylie Tindall (representing Strata Title Management)

APOLOGIES: Bill Stephens

CHAIRPERSON OF THE MEETING:

Naomi Vasiljevski was appointed Chairperson of the meeting.

MOTION NO. 1

Confirmation of Minutes

RESOLVED that the Minutes of the Annual General Meeting held 14/9/21 be confirmed and signed as a true and correct record of proceedings at that meeting.

VOTE: YES : 31 NO: 0 ABS: 5 INV: 0

MOTION NO. 2

Statement of Accounts

RESOLVED that the statement of accounts for the financial year ended 30/6/22 be approved.

VOTE: YES : 32 NO: 0 ABS: 4 INV: 0

MOTION NO. 3

No Audit

DEFEATED BY SPECIAL RESOLUTION that the body corporate's statement of accounts for the financial period 1/7/22 to 30/6/23 not be audited.

If you want the accounts to be audited vote "NO", if you do not want the accounts to be audited, vote "YES".

VOTE: YES : 105 NO: 157 ABS: 21 INV: 0

MOTION NO. 4**Audit**

RESOLVED that if motion 3 is lost, the body corporate's statement of accounts for the financial period 1/7/22 to 30/6/23 be audited by Kelly and Partners.

VOTE: YES : 32 NO: 0 ABS: 4 INV: 0

MOTION NO. 5**Administrative Fund Budget and Levies**

RESOLVED that the Administrative Fund Budget as circulated be approved and the Administrative Fund Levies be determined as follows excluding GST:-

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
	Current	01/07/2022	30/09/2022	01/07/2022	\$58,746.00	\$107.98897
	Current	01/10/2022	31/12/2022	01/10/2022	\$58,746.00	\$107.98897
	Current	01/01/2023	31/03/2023	01/01/2023	\$70,504.00	\$129.60294
	Current	01/04/2023	30/06/2023	01/04/2023	\$70,504.00	\$129.60294
Total					\$258,500.00	\$475.18382

Further to provide cash flow from the end of the financial year to the date of the next Annual General Meeting, interim contribution levies be determined as follows excluding GST:-

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be Issued	Next	01/07/2023	30/09/2023	01/07/2023	\$70,504.00	\$129.60294
To be Issued	Next	01/10/2023	31/12/2023	01/10/2023	\$70,504.00	\$129.60294
Total					\$141,008.00	\$259.20588

Please note that a 10% discount is applicable if paid by the discount date.

VOTE: YES : 30 NO: 2 ABS: 4 INV: 0

MOTION NO. 6**Sinking Fund Budget and Levies**

RESOLVED that the Sinking Fund Budget as circulated be approved and the Sinking Fund Levies be determined as follows excluding GST:-

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
	Current	01/07/2022	30/09/2022	01/07/2022	\$49,749.50	\$91.45129
	Current	01/10/2022	31/12/2022	01/10/2022	\$49,749.50	\$91.45129
	Current	01/01/2023	31/03/2023	01/01/2023	\$49,750.50	\$91.45313
	Current	01/04/2023	30/06/2023	01/04/2023	\$49,750.50	\$91.45313
Total					\$199,000.00	\$365.80882

Further to provide cash flow from the end of the financial year to the date of the next Annual General Meeting, interim contribution levies be determined as follows excluding GST:-

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
To be Issued	Next	01/07/2023	30/09/2023	01/07/2023	\$49,750.00	\$91.45221
To be Issued	Next	01/10/2023	31/12/2023	01/10/2023	\$49,750.00	\$91.45221
Total					\$99,500.00	\$182.90442

Please note that a 10% discount is applicable if paid by the discount date.

VOTE: YES : 31 NO: 1 ABS: 4 INV: 0

MOTION NO. 7**Insurances**

RESOLVED that the Body Corporate Insurance covers as detailed within the Insurance details attached be confirmed.

VOTE: YES : 32 NO: 0 ABS: 4 INV: 0

MOTION NO. 8

Debt Collection

RESOLVED that the Body Corporate for THE HILL Community Titles Scheme 7183 RESOLVE pursuant to the Body Corporate and Community Management Act 1997 and the Body Corporate & Community Management (Standard Module) Regulation 2020 (or other relevant Regulation Module) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or Executive Committee to do any one or more of the following:

- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- b) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of a solicitor and/or experts on behalf of Body Corporate for THE HILL Community Titles Scheme 7183
- c) to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d) Enforce any judgement obtained in the collection of levy contributions including commencing and maintaining bankruptcy of winding up proceedings;
- e) Filing an appeal or defending an appeal against any judgement concerning the collection of levy contributions; and
- f) Liaise, instruct and prepare all matters with the Body Corporate debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Steps	Approximate timeline following expiry of due date	Notice	Action
1.	No earlier than the 30 th day after the due date	<u>Reminder Notice</u> – on contributions unpaid Over \$300	Lot Owner roll, notes, ledger and payments checked - \$61.50 (including GST)
2.	Between 10-14 days after the Reminder Notice date	<u>Overdue Notice</u> – on contributions unpaid Over \$300	Issue 2 nd notice to lot owner Lot Owner roll, notes, ledger and pending payments checked - \$61.50 (including GST)
3.	Between 10-14 days after the Overdue Notice date	<u>Final Demand Notice</u> – on contributions unpaid Over \$300	Owners address details, ownership information and records, ledger balances and bank logs checked. Follow up calls and email if payment is not made - \$83.50 (including GST) plus search fees
4.	No earlier than 28 days after the Final Demand Notice date	<u>Notice of Commencement of Legal Action</u> - for any payments not made.	Owners address details, ownership information and records, ledger balances and bank logs checked. Referral of matter to solicitors if payment is not made - \$121.00 (including GST)

VOTE: YES : 32 NO: 2 ABS: 2 INV: 0

MOTION NO. 9

Ratify - Variation to PCA Ground Engineering Contract

RESOLVED that the body corporate ratify the committee's decision to approve the variations to the contract from PCA Ground Engineering in relation to the rectification of the existing slope for the total amount of \$24,915.69 including GST and the cost be met by the buildings Sinking Fund.

VOTE: YES : 33 NO: 1 ABS: 2 INV: 0

MOTION NO. 10

Tiling

RESOLVED that the Body Corporate approves the following tasks to be undertaken by Guaranteed Tiling;

Addressing water ingress problems identified by our Building Inspectors report (see minutes 16 May 2022).

1. At the owners cost the refurbishment of all ground floor back balconies (A, B and C Block) tiles and expansion joints that have been identified as the root cause of water ingress (damage) to stairwells, garages. Owners written authority to undertake the tile restoration and their agreement to pay for the job will be required.
2. The refurbishment of all A Block's 6 rooves tiles and expansion joints above stairwell entrances and the office manager's roof
3. Back of B Block balconies. Replace bedding under a single line of tiles running parallel to the gutter where the bedding has deteriorated or disappeared (along all B Block back balconies).
4. Rectification of vertical expansion joints at the back of B Block's bottom balconies and in front of C Block garden beds where the expansion joint compound (polyurethane) has failed causing surrounding wall render to become drummy
5. Repin gutters to the wall to all bottom balcony and A Block stairwell rooves, including managers roof.

Beautification of the complex's recreation and walkway areas.

Tiling and Render

1. Replace remaining brick paved areas (exception; pool and herb garden areas where artificial grass is proposed) with the complex's standard grey tile in areas; BBQ, B4 walkway (adjacent to the herb garden area), walkways to spa, pool and to B Block stairwell doors B2,3 and 4.
2. Replace the failed water membrane to the walkway leading to B Block's B1 stairwell door together with the laying of complex's grey tile.
3. Remove and replace drummy render on the outside wall of B Block driveway entry.
4. Render all brick paver garden surrounds e.g., BBQ, herb garden, pool and spa.
5. Replace coping brick pavers on pool and spar with the complex's grey tile (rebated as opposed to bullnose)

Pricing

All inclusive Body Corporate cost \$96,477.70 (to be paid by the building's Sinking Fund) and owners shared cost \$33,000; in total \$129,477.70

The Body Corporate has agreed with Guaranteed Tiling that the Body Corporate will take responsibility for the owners shared cost that will be recharged. The burden of so many (owner) clients would have presented an administrative nightmare for Guaranteed Tiling and would have been their reason not to commit to the quoted tasks.

VOTE:

YES : 26

NO: 8

ABS: 2

INV: 0

MOTION NO. 11

Artificial Grass

This motion is being put before owners as it is cosmetic change to the complex's facilities. The reason for the change is to eliminate the brick paver look while there is cost saving installing artificial grass at \$73 psm versus tiles at \$125-\$140 psm.

The proposal is to install artificial grass to the pool and herb garden areas. In addition, replace the spar pool area's artificial grass as it has worn and is 7 years old together with the need to complement the new artificial grass.

The selected artificial grass is a lot thicker than what has been laid in the spar, it is a lot softer and the thickness will reduce the amount of heat absorption.

The contractor will lay a cement screed to fill in the gaps in the pavers and will level undulating areas.

Given the tiling motion is approved, passing this motion will eliminate the sight of all brick pavers and together modernise the complex.

The BC preferred quote is Luxe Turf who provided the preferred choice of quality artificial grass.

MOTION NO. 11.1

Artificial Grass - Luxe Turf

RESOLVED that the body corporate approve the quote from Luxe Turf for \$13,475.00 and the cost be met by the building's Sinking Fund.

VOTE: YES : 27 NO: 6 ABS: 3 INV: 0

MOTION NO. 11.2

Artificial Grass - Grass That Lasts

DEFEATED that the body corporate approve the quote from Grass That Lasts for \$14,806.00 and the cost be met by the building's Sinking Fund.

VOTE: YES : 9 NO: 23 ABS: 4 INV: 0

MOTION NO. 12

Disposal of Records

RESOLVED that that the Body Corporate in accordance with Section 204 of the BCCM Act 1997, the Community Manager can be instructed by the Body Corporate at any time to dispose of the following documents, after two years:-

1. Associated Committee meeting material and associated General Meeting material other than the Notice of Meetings including Agendas and attachments.
2. Correspondence of no significance or continuing interest.
3. Reconciliation Statements and associated Financial Institution Statements and Invoices and the following documents after 6 years:-
 - a) Notices of Meeting including Agendas and attachments.
 - b) Financial Statements including Auditors Reports.
 - c) Written Agreements to which the Body Corporate is a party (excluding those in force for longer than 6 years).
 - d) Orders made in relation to the scheme by the Commissioner's Office or a Judicial Authority and associated documents.

VOTE: YES : 28 NO: 2 ABS: 6 INV: 0

MOTION NO. 13

Election of Committee Members

Nominations received for the position of Chairperson, Secretary and Treasurer were equal to position to be filled, therefore, ballots were not required.

Chairperson: Naomi Vasiljevski

Secretary: Susan Larsen

Treasurer: Greg Flint

Nominations received for the positions of Ordinary Members of Committee were not more than positions to be filled, therefore, a ballot was not required.

Ordinary Members of Committee: Jennifer McKellar
Rick Pilling
Paula Walker
William Stephens

NEXT YEAR'S PROPOSED ANNUAL GENERAL MEETING:

Next year's proposed Annual General Meeting is to be advised.

CLOSURE:

There being no further business the Chairperson declared the meeting closed at 06:33 PM.

CONTACT ADDRESS: The Secretary
The Body Corporate for
THE HILL CTS 7183
c/- Strata Title Management
PO Box 134, Tweed Heads NSW 2485

Footnotes to the Minutes

1. Nominated Person

** Formal instructions from the Committee to your body corporate manager shall always be communicated by the Chairperson as the nominated person, unless another committee member is authorised in writing or by formal minute.*

2. Communications must be in writing

All requests by owners or their appointed agents for repairs and maintenance, or complaints in relation to breaches of by-laws, must always be submitted to the body corporate manager in writing to ensure accurate documentary records and to enable proper administrative procedures to be followed.



Sinking Fund Forecast Update

The Hill

38-42 Duringan Street

Currumbin QLD 4223

Community Title Scheme 7183



Report details

Inspection date:	31/07/2023
Inspector:	Scooder Hansen



15/08/2023

The Body Corporate
The Hill
38-42 Duringan Street
Currumbin QLD 4223

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Forecast.

Based on our survey of your property, we have determined that the current contributions are higher than is necessary to cover the forecast sinking fund expenses. As such, the Body Corporate may reduce its levies to the levels shown in this report.

This forecast should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual sinking fund balances. Regular updates also create peace of mind and assist the Body Corporate to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$402.38
Total Unit Entitlements	544
Total Sinking Fund Levy	\$218,894.72

The data used to arrive at the above figures is in the attached report (which includes GST). It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	16
Report Notes	18

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If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs Supplied information

Building Name	The Hill
Building Address	38-42 Duringan Street Currumbin QLD 4223
Community Title Scheme No.	7183
Plan Type	Building Format Plan
Registered Plan Date/Year of Construction	1987
Number of Unit Entitlements	544
Number of Units	72
Estimated Sinking Fund Balance	\$480,627
Starting date of Financial Year for Report	1/07/2023
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	402.38

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	4.00%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 1 - 3	3.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the plan forecasts	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Lot Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/06/2024	218,894.72	19,899.52	402.38	36.58	100.60	9.15
2	30/06/2025	225,461.57	20,496.51	414.45	37.68	103.61	9.42
3	30/06/2026	180,369.26	16,397.21	331.56	30.14	82.89	7.54
4	30/06/2027	185,780.33	16,889.12	341.51	31.05	85.38	7.76
5	30/06/2028	191,353.75	17,395.80	351.75	31.98	87.94	7.99
6	30/06/2029	197,094.36	17,917.67	362.31	32.94	90.58	8.23
7	30/06/2030	203,007.19	18,455.20	373.17	33.92	93.29	8.48
8	30/06/2031	209,097.41	19,008.86	384.37	34.94	96.09	8.74
9	30/06/2032	215,370.33	19,579.12	395.90	35.99	98.98	9.00
10	30/06/2033	217,524.03	19,774.91	399.86	36.35	99.97	9.09
11	30/06/2034	219,699.27	19,972.66	403.86	36.71	100.97	9.18
12	30/06/2035	224,093.25	20,372.11	411.94	37.45	102.99	9.36
13	30/06/2036	230,816.05	20,983.28	424.29	38.57	106.07	9.64
14	30/06/2037	237,740.53	21,612.78	437.02	39.73	109.26	9.93
15	30/06/2038	244,872.74	22,261.16	450.13	40.92	112.53	10.23

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

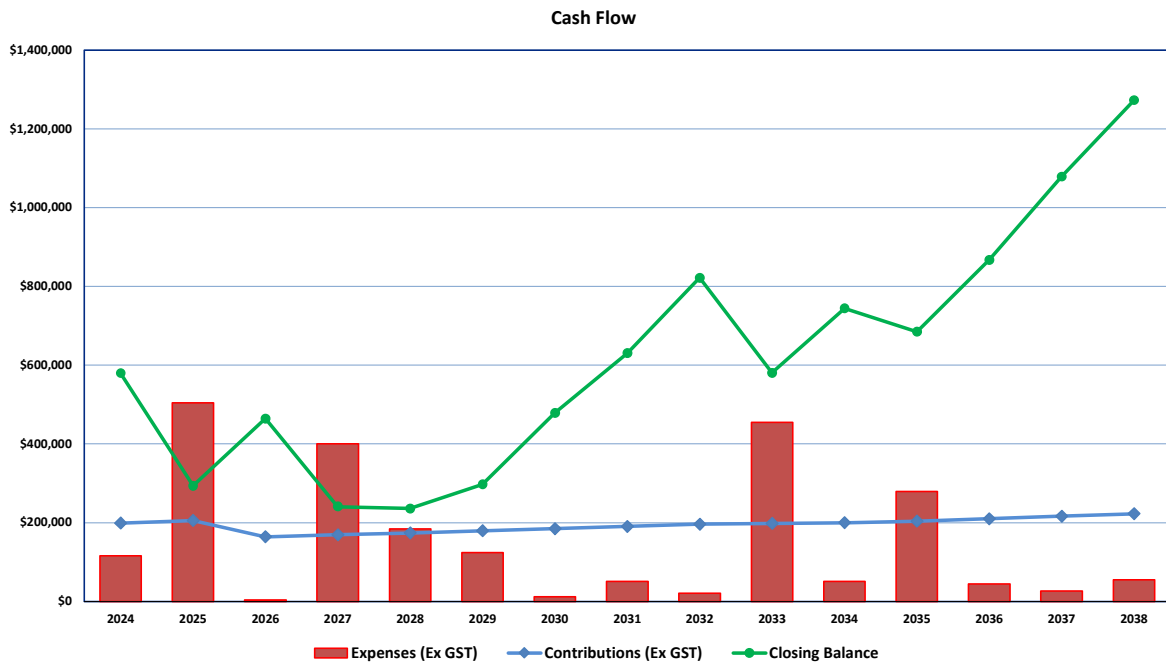
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Exc. GST)	Closing Balance
1	30/06/2024	480,627.00	198,995.20	15,672.00	115,449.09	579,845.11
2	30/06/2025	579,845.11	204,965.06	12,905.08	504,316.36	293,398.89
3	30/06/2026	293,398.89	163,972.05	11,197.89	4,243.64	464,325.19
4	30/06/2027	464,325.19	168,891.21	7,841.90	400,483.64	240,574.66
5	30/06/2028	240,574.66	173,957.95	5,298.90	184,093.64	235,737.87
6	30/06/2029	235,737.87	179,176.69	5,929.42	123,592.73	297,251.25
7	30/06/2030	297,251.25	184,551.99	8,633.40	11,640.91	478,795.73
8	30/06/2031	478,795.73	190,088.55	12,340.84	50,716.36	630,508.76
9	30/06/2032	630,508.76	195,791.21	16,157.53	20,583.64	821,873.86
10	30/06/2033	821,873.86	197,749.12	15,600.86	454,753.64	580,470.20
11	30/06/2034	580,470.20	199,726.61	14,740.52	50,398.18	744,539.15
12	30/06/2035	744,539.15	203,721.14	15,904.13	279,099.09	685,065.33
13	30/06/2036	685,065.33	209,832.77	17,273.60	44,532.73	867,638.97
14	30/06/2037	867,638.97	216,127.75	21,655.94	26,433.64	1,078,989.02
15	30/06/2038	1,078,989.02	222,611.58	26,166.65	54,665.45	1,273,101.80

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total sinking fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

‘Expenditure Items’ - lists the different areas and items of expenditure.

‘Current Cost’ - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a **‘Grand Total (Inc. GST)’** followed by a line calculating the **‘Contingency Allowance (Inc. GST)’** for unforeseen and minor expenses and finally **‘Total Expenses (Inc. GST)’** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
1. ROOFING																
Repair tiled roof ridge capping (Total: 223 lm) - 50%	4,664	-	-	-	-	5,249	-	-	-	-	-	-	-	6,650	-	-
Repair tiled roofing (Total: 3112 m2) - 10%	19,821	-	-	-	-	22,309	-	-	-	-	-	-	-	28,260	-	-
Repaint tile roofing	146,264	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair metal roof flashings	2,450	-	-	-	-	-	-	2,925	-	-	-	-	-	-	-	-
Repair metal fascias and gutters - A Block	25,000	-	-	-	27,318	-	-	-	-	-	-	-	-	-	-	-
Repair metal fascias and gutters - C Block	25,000	-	-	-	-	-	-	-	-	-	-	-	34,606	-	-	-
Replace waterproofing - C1	40,000	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace waterproofing - C2	40,000	-	-	-	43,709	-	-	-	-	-	-	-	-	-	-	-
Replace waterproofing - C3	40,000	-	-	-	-	45,020	-	-	-	-	-	-	-	-	-	-
Repair waterproofing - C1, C2, C3 and C4	2,460	-	-	-	-	2,769	-	-	-	-	3,210	-	-	-	-	3,721
Repair guttering	3,000	-	3,090	-	-	3,377	-	-	3,690	-	-	4,032	-	-	4,406	-
Sub Total (Incl. GST)		40,000	3,090	0	71,027	78,724	0	2,925	3,690	0	3,210	4,032	34,606	34,910	4,406	3,721
2. BUILDING EXTERIOR																
Complete repaint including internals - A Block	180,000	-	-	-	196,691	-	-	-	-	-	-	-	-	-	-	-
Height access (scaffolding) - A Block	80,000	-	-	-	87,418	-	-	-	-	-	-	-	-	-	-	-
Complete repaint including internals - B Block	180,000	-	-	-	-	-	-	-	-	-	234,859	-	-	-	-	-
Height access (scaffolding) - B Block	80,000	-	-	-	-	-	-	-	-	-	104,382	-	-	-	-	-
Complete repaint including internals - C Block	140,000	-	-	-	-	-	-	-	-	-	-	-	193,793	-	-	-
Replace all balcony balustrades with glass balustrades	450,000	-	463,500	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair aluminium glazed doors	5,000	-	-	-	-	5,628	-	-	-	-	6,524	-	-	-	-	7,563
Replace pool area barriers with glass balustrading and fencing	50,000	-	-	-	-	56,275	-	-	-	-	-	-	-	-	-	-
Wash wall - A Block	10,000	-	-	-	-	-	-	-	-	-	13,048	-	-	-	-	-
Wash wall - B Block	10,000	-	-	-	10,927	-	-	-	-	-	-	-	-	-	14,685	-

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
Wash wall - C Block	10,000	-	-	-	-	-	11,593	-	-	-	-	-	-	-	-	-
Replace signage	1,800	-	-	-	-	-	-	2,149	-	-	-	-	-	-	-	-
Repair windows	4,000	-	-	4,244	-	-	-	-	4,920	-	-	-	-	5,703	-	-
Sub Total (Incl. GST)		0	463,500	4,244	295,036	61,903	11,593	2,149	4,919	0	358,813	0	193,793	5,703	14,685	7,563
3. EXTERNAL WALKWAYS																
Repair balustrades	2,450	-	-	-	-	2,758	-	-	-	-	3,197	-	-	-	-	3,706
Repair tiled walkway	5,000	5,000	-	-	-	-	-	-	-	-	-	6,720	-	-	-	-
Sub Total (Incl. GST)		5,000	0	0	0	2,757	0	0	0	0	3,197	6,720	0	0	0	3,706
4. DRIVEWAY																
Repair concrete (Total: 1703 m2) - 3%	3,415	-	-	-	-	3,844	-	-	-	-	4,456	-	-	-	-	5,165
Maintain drainage	8,566	-	-	-	-	-	-	-	10,535	-	-	-	-	-	-	-
Replace metal drainage grate	395	-	-	-	-	-	-	-	-	-	515	-	-	-	-	-
Replace metal bollard	6,496	-	-	-	-	-	-	-	-	-	8,476	-	-	-	-	-
Repaint line marking	5,185	-	-	-	-	5,836	-	-	-	-	6,765	-	-	-	-	7,843
Replace speed bumps	9,000	9,000	-	-	-	-	-	-	-	-	-	12,095	-	-	-	-
Replace driveway gates	25,000	-	-	-	-	-	-	-	-	-	32,619	-	-	-	-	-
Repair security gates	1,249	1,249	-	-	-	1,406	-	-	-	1,582	-	-	-	1,781	-	-
Sub Total (Incl. GST)		10,249	0	0	0	11,086	0	0	10,535	1,582	52,831	12,095	0	1,781	0	13,008
5. PROPERTY INTERIOR																
Replace carpet	43,012	-	-	-	-	-	49,863	-	-	-	-	-	-	-	-	-
Repair stairwell balustrades	5,000	5,000	-	-	-	-	-	-	-	-	-	6,720	-	-	-	-
Door furniture repairs including closers	10,000	-	10,300	-	-	-	-	-	-	-	-	-	13,842	-	-	-
Door furniture repairs including closers	5,000	-	-	-	5,464	-	-	-	-	-	-	-	-	-	7,343	-
Door repairs - glazed metal frame	4,000	-	4,120	-	-	-	-	4,776	-	-	-	-	5,537	-	-	-
Floor tile repairs - entrances	1,500	1,500	-	-	1,639	-	-	1,791	-	-	1,957	-	-	2,139	-	-
Sub Total (Incl. GST)		6,500	14,420	0	7,103	0	49,863	6,567	0	0	1,957	6,720	19,379	2,139	7,343	0
6. FENCING AND WALLS																
Repair metal chain link fence	3,500	3,500	-	-	-	-	-	-	-	-	-	4,704	-	-	-	-
Repair/replace timber picket fences (50% shared cost)	10,000	-	10,300	-	-	-	-	-	-	-	-	-	13,842	-	-	-
Sub Total (Incl. GST)		3,500	10,300	0	0	0	0	0	0	0	0	4,704	13,842	0	0	0

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
7. ELECTRICAL																
Maintain intercoms and security access systems	5,000	5,000	-	-	-	5,628	-	-	-	-	-	-	-	-	-	-
Maintain intercoms and security access systems	5,000	-	-	-	-	-	-	-	-	-	6,524	-	-	-	-	7,563
Replace emergency lights	4,000	4,000	-	-	-	-	4,637	-	-	-	-	5,376	-	-	-	-
Maintain solar power systems	4,600	4,600	-	-	-	-	5,333	-	-	-	-	6,182	-	-	-	-
Replace electrical switchboard	30,000	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain electrical systems and lighting	4,680	-	-	-	-	5,267	-	-	-	-	6,106	-	-	-	-	7,079
Install E vehicle charging stations	45,000	-	-	-	-	-	52,167	-	-	-	-	-	-	-	-	-
Replace ventilation fan (Heavy duty)	10,708	-	-	-	-	-	-	-	13,169	-	-	-	-	-	-	-
Replace ventilation fan (Light duty)	14,963	-	-	-	-	-	-	-	18,403	-	-	-	-	-	-	-
Sub Total (Incl. GST)		43,600	0	0	0	10,895	62,137	0	31,572	0	12,630	11,558	0	0	0	14,642
8. FIRE																
Replace fire extinguisher	5,490	-	-	-	-	6,179	-	-	-	-	-	-	-	-	-	-
Replace fire hose reel	3,200	-	-	-	-	3,602	-	-	-	-	-	-	-	-	-	-
Replace smoke detector	5,000	-	-	-	-	-	-	-	-	-	6,524	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	9,781	0	0	0	0	6,524	0	0	0	0	0
9. WATER																
Repair plumbing pipework	6,500	-	-	-	-	7,316	-	-	-	-	8,481	-	-	-	-	9,832
Sub Total (Incl. GST)		0	0	0	0	7,316	0	0	0	0	8,481	0	0	0	0	9,832

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
10. OUTDOOR SWIMMING POOL & BBQ AREA																
Replace pool pump	1,852	-	1,908	-	-	-	-	-	-	-	-	-	2,564	-	-	-
Replace sand filter	5,316	-	5,475	-	-	-	-	-	-	-	-	-	7,359	-	-	-
Replace chlorinator	2,286	-	2,355	-	-	-	-	-	-	-	-	-	3,164	-	-	-
Replace spa pump	1,577	-	1,624	-	-	-	-	-	-	-	-	-	2,183	-	-	-
Replace blower	779	-	802	-	-	-	-	-	-	-	-	-	1,078	-	-	-
Repair metal pool fence and gate (Total: 80 lm) - 5%	817	-	842	-	-	-	-	-	-	-	-	-	1,131	-	-	-
Replace BBQ furniture	3,200	3,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace cloth shade sail	4,000	-	-	-	-	-	-	-	-	-	5,219	-	-	-	-	-
Replace tiled pool surface	25,000	-	-	-	27,318	-	-	-	-	-	-	-	-	-	-	-
Replace pool cleaner	3,400	3,400	-	-	-	-	-	-	-	-	-	4,569	-	-	-	-
Repair tiled pool surrounds	1,450	-	-	-	-	1,632	-	-	-	-	1,892	-	-	-	-	2,193
Replace pool heater	15,000	-	-	-	-	-	-	-	-	19,002	-	-	-	-	-	-
Sub Total (Incl. GST)		6,600	13,006	0	27,318	1,632	0	0	0	19,002	7,111	4,569	17,479	0	0	2,193
Grand Total (Incl. GST)		115,449	504,316	4,244	400,484	184,094	123,593	11,641	50,716	20,584	454,754	50,398	279,099	44,533	26,434	54,665
Contingency Allowance (Incl. GST)		11,545	50,432	424	40,048	18,409	12,359	1,164	5,072	2,058	45,475	5,040	27,910	4,453	2,643	5,467
Grand Total Expenses (Incl. Contingency Allowance and GST)		126,994	554,748	4,668	440,532	202,503	135,952	12,805	55,788	22,642	500,229	55,438	307,009	48,986	29,077	60,132

Building Data List from the Property Inspection for The Hill

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item
 'Qty' – lets you know the quantity of that item in scope
 'Unit' – is the unit rate used to measure the quantity
 'Rate' – is the cost of each unit in dollars

'Value' - is the quantity (Qty) multiplied by the Rate (\$)
 'Next Due' - is the remaining life in years until an item needs money spent on it.
 'Total Life' - is the total life of the item after it is replaced, repaired or repainted.
 'Comments' - details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. ROOFING							
Repair tiled roof ridge capping (Total: 223 lm) - 50%	112	lm	41.64	4,664.00	5	8	Repair as required
Repair tiled roofing (Total: 3112 m2) - 10%	312	m2	63.53	19,821.00	5	8	Repair as required
Repaint tile roofing	3112	m2	47.00	146,264.00	19	20	Ongoing painting program
Repair metal roof flashings	1	Item	2,450.00	2,450.00	7	10	Repair as required
Repair metal fascias and gutters - A Block	1	Item	25,000.00	25,000.00	4	20	Repair as required
Repair metal fascias and gutters - C Block	1	Item	25,000.00	25,000.00	12	20	Repair as required
Replace waterproofing - C1	1	Item	40,000.00	40,000.00	1	30	Replace as required
Replace waterproofing - C2	1	Item	40,000.00	40,000.00	4	30	Replace as required
Replace waterproofing - C3	1	Item	40,000.00	40,000.00	5	30	Replace as required
Repair waterproofing - C1, C2, C3 and C4	1	Item	2,460.00	2,460.00	5	5	Repair as required
Repair guttering	1	Item	3,000.00	3,000.00	2	3	Repair as required
2. BUILDING EXTERIOR							
Complete repaint including internals - A Block	1	Item	180,000.00	180,000.00	4	15	Ongoing painting program
Height access (scaffolding) - A Block	1	Item	80,000.00	80,000.00	4	15	Estimate advised by BC
Complete repaint including internals - B Block	1	Item	180,000.00	180,000.00	10	15	Ongoing painting program
Height access (scaffolding) - B Block	1	Item	80,000.00	80,000.00	10	15	Estimate advised by BC
Complete repaint including internals - C Block	1	Item	140,000.00	140,000.00	12	15	Ongoing painting program
Replace all balcony balustrades with glass balustrades	1	Item	450,000.00	450,000.00	2	40	Replace as required - Estimate only - Quotation required
Repair aluminium glazed doors	1	Item	5,000.00	5,000.00	5	5	Replace as required
Replace pool area barriers with glass balustrading and fencing	1	Item	50,000.00	50,000.00	5	40	Replace as required
Wash wall - A Block	1	Item	10,000.00	10,000.00	10	10	As required
Wash wall - B Block	1	Item	10,000.00	10,000.00	4	10	As required
Wash wall - C Block	1	item	10,000.00	10,000.00	6	10	As required
Replace signage	72	Per unit	25.00	1,800.00	7	30	Replace as required
Repair windows	1	Item	4,000.00	4,000.00	3	5	Provision towards window repairs
3. EXTERNAL WALKWAYS							
Repair balustrades	1	Item	2,450.00	2,450.00	5	5	Repair as required
Repair tiled walkway	1	Item	5,000.00	5,000.00	1	10	Repair as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
4. DRIVEWAY							
Repair concrete (Total: 1703 m2) - 3%	52	m2	65.67	3,415.00	5	5	Repair as required/ Estimate only - quotations required
Maintain drainage	72	Per unit	118.97	8,566.00	8	10	Repair as required
Replace metal drainage grate	4	ea.	98.74	395.00	10	30	Replace as required
Replace metal bollard	12	ea.	541.35	6,496.00	10	10	Replace as required
Repaint line marking	264	lm	19.64	5,185.00	5	5	Ongoing painting program
Replace speed bumps	1	Item	9,000.00	9,000.00	1	10	Replace as required
Replace driveway gates	2	ea.	12,500.00	25,000.00	10	20	Estimate advised by BC
Repair security gates	2	ea.	624.63	1,249.00	1	4	Repair as required
5. PROPERTY INTERIOR							
Replace carpet	488	m2	88.14	43,012.00	6	10	Replace as required
Repair stairwell balustrades	1	Item	5,000.00	5,000.00	1	10	Repair as required
Door furniture repairs including closers	1	Item	10,000.00	10,000.00	2	10	Estimate advised by BC
Door furniture repairs including closers	1	Item	5,000.00	5,000.00	4	10	Estimate advised by BC
Door repairs - glazed metal frame	1	Item	4,000.00	4,000.00	2	5	Estimate advised by BC
Floor tile repairs - entrances	1	Item	1,500.00	1,500.00	1	3	Estimate advised by BC
6. FENCING AND WALLS							
Repair metal chain link fence	1	Item	3,500.00	3,500.00	1	10	Repair as required
Repair/replace timber picket fences (50% shared cost)	1	Item	10,000.00	10,000.00	2	10	Repair as required
7. ELECTRICAL							
Maintain intercoms and security access systems	1	Item	5,000.00	5,000.00	1	4	As advised by BC (four year cycle)
Maintain intercoms and security access systems	1	Item	5,000.00	5,000.00	10	5	As advised by BC (five year cycle)
Replace emergency lights	1	Item	4,000.00	4,000.00	1	5	Replace as required
Maintain solar power systems	1	Item	4,600.00	4,600.00	1	5	Replace as required
Replace electrical switchboard	1	Item	30,000.00	30,000.00	1	40	Replace as required
Maintain electrical systems and lighting	72	Per unit	65.00	4,680.00	5	5	Repair as required
Install E vehicle charging stations	3	Item	15,000.00	45,000.00	6	40	Replace as required
Replace ventilation fan (Heavy duty)	2	ea.	5,353.92	10,708.00	8	20	Replace as required
Replace ventilation fan (Light duty)	8	ea.	1,870.43	14,963.00	8	20	Replace as required
8. FIRE							
Replace fire extinguisher	1	Item	5,490.00	5,490.00	5	15	Replace as required
Replace fire hose reel	1	Item	3,200.00	3,200.00	5	15	Replace as required
Replace smoke detector	1	Item	5,000.00	5,000.00	10	30	Replace as required
9. WATER							
Repair plumbing pipework	1	Item	6,500.00	6,500.00	5	5	Repair as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
10. OUTDOOR SWIMMING POOL & BBQ AREA							
Replace pool pump	1	ea.	1,852.36	1,852.00	2	10	Replace as required
Replace sand filter	2	ea.	2,657.82	5,316.00	2	10	Replace as required
Replace chlorinator	1	ea.	2,285.57	2,286.00	2	10	Replace as required
Replace spa pump	1	ea.	1,577.09	1,577.00	2	10	Replace as required
Replace blower	1	ea.	779.20	779.00	2	10	Replace as required
Repair metal pool fence and gate (Total: 80 lm) - 5%	4	lm	204.16	817.00	2	10	Repair as required
Replace BBQ furniture	1	Item	3,200.00	3,200.00	1	15	Replace as required
Replace cloth shade sail	1	Item	4,000.00	4,000.00	10	20	Estimate advised by BC
Replace tiled pool surface	1	Item	25,000.00	25,000.00	4	45	Replace as required
Replace pool cleaner	1	ea.	3,400.00	3,400.00	1	10	Replace as required
Repair tiled pool surrounds	1	Item	1,450.00	1,450.00	5	5	Repair as required
Replace pool heater	1	ea.	15,000.00	15,000.00	9	15	Replace as required

Building Photo Section

Item Group

ROOFING



BUILDING EXTERIOR



Item Group

EXTERNAL WALKWAYS



DRIVEWAY



Item Group

PROPERTY INTERIOR



FENCING AND WALLS



Item Group

ELECTRICAL



FIRE



Item Group

OUTDOOR SWIMMING POOL & BBQ AREA



Inspector's Report for The Hill

1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **FINANCIAL YEAR ALREADY STARTED** - Starting levies in this report have already been set. Any adjustments will be made from the following financial year onwards.
5. **COSTS PROVIDED** - Some costings in this report were provided in the work order for projected maintenance works.
6. **ADEQUATE LEVIES** - Based on our assessment of the property, we believe that the current levies are adequate to cover estimated expenditure.
7. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
8. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
9. **PAINTED METAL** - Some painted metal items show signs of wear and/or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
10. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
11. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
12. **TILED ROOFS** - Tiled roofs may have a service life of 60 years or more with proper care and maintenance.
13. **WATERPROOFING** - Waterproofing requires replacement over time and the costs can be significant. Water penetration can affect various parts of a building or property and if not rectified promptly can lead to more expensive repairs.
14. We have recommended a levy drop in year 3.

- 15.** August 2023: We are advised by the BC that they require a balance of the fund to be \$1.2m in year 15. We have adjusted the contributions accordingly.
- 16.** We are advised by the BC that the intercom maintenance & security access systems is based on a 4 year cycle initially (2024 & 2028) and then increase to a five year cycle after 2028 (2033 & 2038)



Report Notes

Sinking Fund Forecast (QLD)

This forecast satisfies the current requirements of Section 160 of the Body Corporate and Community Management (Standard Module) Regulation 2020. The Regulation states:-

160 Budgets

(1) The body corporate must, by ordinary resolution, adopt 2 budgets for each financial year -

- (a) the administrative fund budget*
- (b) the sinking fund budget*

(3) The sinking fund budget must-

(a) allow for raising a reasonable capital amount both to provide for necessary and reasonable spending from the sinking fund for the financial year, and also to reserve an appropriate proportional share of amounts necessary to be accumulated to meet anticipated major expenditure over at least the next nine years after the financial year, having regard to-

- (i) anticipated expenditure of a capital or non-recurrent nature; and*
- (ii) the periodic replacement of items of a major capital nature; and*
- (iii) other expenditure that should reasonably be met from capital, and*

(b) fix the amount to be raised by way of contribution to cover the capital amount mentioned in paragraph(a).

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Body Corporate has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure funds are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Body Corporate is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Budget - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Body Corporate Committee/Representative.

Fire Maintenance - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Body Corporate Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the body corporate); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Body Corporate may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Body Corporate. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Your FREE amendment (conditions) - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

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

Certificate number: PSC0183782

2. Location of the swimming pool

Lot/s on plan details are usually shown on the title documents and rates notices

Street address:

38 DURINGAN ST

CURRUMBIN QLD

Postcode

4

2

2

3

Lot and plan details:

9999/BUP/8094

Local government area:

GOLD COAST CITY

3. Exemptions or alternative solutions for the swimming pool (if known and applicable)

If it is known that an exemption or alternative 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 alternative 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 alternative solution applies

4. Shared pool or non-shared pool

Shared pool



Non-shared pool

**5. Pool safety certificate validity**

Effective date:

1 0 / 0 8 / 2 0 2 3

Expiry date:

1 0 / 0 8 / 2 0 2 4

6. Certification

This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

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:

David Geoffrey EAGLES

Pool safety inspector
licence number:

PS100385

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*. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for non-compliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit 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.



CERTIFICATE OF COMPLETION

Date Generated: 03/05/2024

Document Details

Subject: SignAnything - Sellers Disclosure 50/38-42 Duringan St

Document Pages: 41

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 6

Signature Logs

Signer: David Scheer

Status: Signed

IP Address: 1.156.242.64

Supervised By:

Email Sent Date: 3/5/2024

Signed Date: 3/5/2024

Signature: *David Scheer*

Signer: Joanne Scheer

Status: Signed

IP Address: 1.156.242.64

Supervised By:

Email Sent Date: 3/5/2024

Signed Date: 3/5/2024

Signature: *Joanne Scheer*

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature:

Dealing Number



OFFICE USE ONLY

Privacy Statement

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

1. Nature of request

Request to record New Community Management Statement for 'The Hill' community titles scheme 7183

Lodger (Name, address E mail & phone number)

ClarkeKann Lawyers
Level 7, 300 Queen Street
Brisbane QLD 4000
P: 07 3001 9222
E: t.lolback@clarkekann.com.au

Lodger Code

122A

2. Lot on Plan Description

Common Property of The Hill
Community Titles Scheme 7183

Title Reference

19208094

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR THE HILL COMMUNITY TITLES SCHEME 7183

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR THE HILL COMMUNITY TITLES SCHEME 7183

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedules C & E be recorded as the Community Management Statement for 'The Hill' community titles scheme 7183 and that Strata Title Management of PO Box 134, Tweed Heads NSW 2485 be recorded as the address for service of the body corporate for the scheme.

7. Execution by applicant

20/08/18
Execution Date

Timothy John Lolback
Solicitor

Applicant's or Solicitor's Signature

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

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

This statement incorporates and must include the following:

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme

'THE HILL' COMMUNITY TITLES SCHEME 7183

2. Regulation module

STANDARD MODULE

3. Name of body corporate

BODY CORPORATE FOR 'THE HILL' COMMUNITY TITLES SCHEME 7183

4. Scheme land

Lot on Plan Description

Title Reference

SEE SCHEDULE 'A' ATTACHED

5. #Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement

Not applicable

first community management statement only

7. Local Government community management statement notation

NOT APPLICABLE - SEE S. 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

..... signed

name and designation

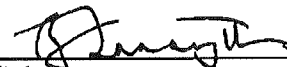
name of Local Government


8. Execution by original owner/Consent of body corporate

The Common Seal of the Body Corporate for 'The Hill' Community Titles Scheme 7183 was affixed in the presence of:



14/08/2016
Execution Date


Chairman


Secretary

Privacy Statement

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

SCHEDULE

Title Reference [19208094]

4. SCHEME LAND

Description of Lots	Title Reference
Common Property for 'The Hill'	
Community Titles Scheme 7183	19208094
Lot 1 in BUP 8094	17079218
Lot 2 in BUP 8094	17079219
Lot 3 in BUP 8094	17079220
Lot 4 in BUP 8094	17079221
Lot 5 in BUP 8094	17079222
Lot 6 in BUP 8094	17079223
Lot 7 in BUP 8094	17079224
Lot 8 in BUP 8094	17079225
Lot 9 in BUP 8094	17079226
Lot 10 in BUP 8094	17079227
Lot 11 in BUP 8094	17079228
Lot 12 in BUP 8094	17079229
Lot 13 in BUP 8094	17079230
Lot 14 in BUP 8094	17079231
Lot 15 in BUP 8094	17079232
Lot 16 in BUP 8094	17079233
Lot 17 in BUP 8094	17079234
Lot 18 in BUP 8094	17079235
Lot 19 in BUP 8094	17079236
Lot 20 in BUP 8094	17079237
Lot 21 in BUP 8094	17079238
Lot 22 in BUP 8094	17079239
Lot 23 in BUP 8094	17079240
Lot 24 in BUP 8094	17079241
Lot 25 in BUP 8094	17079242
Lot 26 in BUP 8094	17079243
Lot 27 in BUP 8094	17079244
Lot 28 in BUP 8094	17079245
Lot 29 in BUP 8094	17079246
Lot 30 in BUP 8094	17079247
Lot 31 in BUP 8094	17079248
Lot 32 in BUP 8094	17079249
Lot 33 in BUP 8094	17079250
Lot 34 in BUP 8094	17080001
Lot 35 in BUP 8094	17080002
Lot 36 in BUP 8094	17080003
Lot 37 in BUP 8094	17080004
Lot 38 in BUP 8094	17080005
Lot 39 in BUP 8094	17080006
Lot 40 in BUP 8094	17080007
Lot 41 in BUP 8094	17080008
Lot 42 in BUP 8094	17080009
Lot 43 in BUP 8094	17080010
Lot 44 in BUP 8094	17080011
Lot 45 in BUP 8094	17080012
Lot 46 in BUP 8094	17080013
Lot 47 in BUP 8094	17080014
Lot 48 in BUP 8094	17080015
Lot 49 in BUP 8094	17080016
Lot 50 in BUP 8094	17080017
Lot 51 in BUP 8094	17080018

SCHEDULE

Title Reference [19208094]

Lot 52 in BUP 8094	17080019
Lot 53 in BUP 8094	17080020
Lot 54 in BUP 8094	17080021
Lot 55 in BUP 8094	17080022
Lot 56 in BUP 8094	17080023
Lot 57 in BUP 8094	17080024
Lot 58 in BUP 8094	17080025
Lot 59 in BUP 8094	17080026
Lot 60 in BUP 8094	17080027
Lot 61 in BUP 8094	17080028
Lot 62 in BUP 8094	17080029
Lot 63 in BUP 8094	17080030
Lot 64 in BUP 8094	17080031
Lot 65 in BUP 8094	17080032
Lot 66 in BUP 8094	17080033
Lot 67 in BUP 8094	17080034
Lot 68 in BUP 8094	17080035
Lot 69 in BUP 8094	17080036
Lot 70 in BUP 8094	17080037
Lot 71 in BUP 8094	17080038
Lot 72 in BUP 8094	17080039

SCHEDULE

Title Reference [19208094]

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in BUP 8094	9	9
Lot 2 in BUP 8094	7	7
Lot 3 in BUP 8094	7	7
Lot 4 in BUP 8094	7	7
Lot 5 in BUP 8094	7	7
Lot 6 in BUP 8094	7	7
Lot 7 in BUP 8094	7	7
Lot 8 in BUP 8094	7	7
Lot 9 in BUP 8094	7	7
Lot 10 in BUP 8094	7	7
Lot 11 in BUP 8094	9	9
Lot 12 in BUP 8094	7	7
Lot 13 in BUP 8094	7	7
Lot 14 in BUP 8094	7	7
Lot 15 in BUP 8094	7	7
Lot 16 in BUP 8094	7	7
Lot 17 in BUP 8094	7	7
Lot 18 in BUP 8094	7	7
Lot 19 in BUP 8094	7	7
Lot 20 in BUP 8094	7	7
Lot 21 in BUP 8094	15	15
Lot 22 in BUP 8094	14	14
Lot 23 in BUP 8094	7	7
Lot 24 in BUP 8094	7	7
Lot 25 in BUP 8094	7	7
Lot 26 in BUP 8094	7	7
Lot 27 in BUP 8094	7	7
Lot 28 in BUP 8094	7	7
Lot 29 in BUP 8094	7	7
Lot 30 in BUP 8094	7	7
Lot 31 in BUP 8094	7	7
Lot 32 in BUP 8094	7	7
Lot 33 in BUP 8094	7	7
Lot 34 in BUP 8094	7	7
Lot 35 in BUP 8094	7	7
Lot 36 in BUP 8094	7	7
Lot 37 in BUP 8094	7	7
Lot 38 in BUP 8094	7	7
Lot 37 in BUP 8094	7	7
Lot 39 in BUP 8094	7	7
Lot 40 in BUP 8094	7	7
Lot 41 in BUP 8094	7	7
Lot 42 in BUP 8094	7	7
Lot 43 in BUP 8094	7	7
Lot 44 in BUP 8094	7	7
Lot 45 in BUP 8094	7	7
Lot 46 in BUP 8094	7	7
Lot 47 in BUP 8094	7	7
Lot 48 in BUP 8094	14	14
Lot 49 in BUP 8094	7	7
Lot 50 in BUP 8094	7	7

SCHEDULE

Title Reference [19208094]

Lot 51 in BUP 8094	7	7
Lot 52 in BUP 8094	7	7
Lot 53 in BUP 8094	7	7
Lot 54 in BUP 8094	7	7
Lot 55 in BUP 8094	7	7
Lot 56 in BUP 8094	7	7
Lot 57 in BUP 8094	7	7
Lot 58 in BUP 8094	7	7
Lot 59 in BUP 8094	7	7
Lot 60 in BUP 8094	7	7
Lot 61 in BUP 8094	7	7
Lot 62 in BUP 8094	7	7
Lot 63 in BUP 8094	7	7
Lot 64 in BUP 8094	14	14
Lot 65 in BUP 8094	7	7
Lot 66 in BUP 8094	7	7
Lot 67 in BUP 8094	7	7
Lot 68 in BUP 8094	7	7
Lot 69 in BUP 8094	7	7
Lot 70 in BUP 8094	7	7
Lot 71 in BUP 8094	7	7
Lot 72 in BUP 8094	14	14

TOTALS	544	544
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SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable – Section 57(1) of the Body Corporate and Community Management Act 1997.

SCHEDULE C BY-LAWS

The following By-Laws shall apply to the Scheme –

1. NOISE

- (a) The Occupier of a Lot must not create or permit noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) The Occupier of a Lot must not use a radio, television, musical instrument or other sound producing device between the hours of 10:00 pm and 8:00 am if the noise produced is audible to the Occupier of another Lot. Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00 am to 10.00 pm. Practising during the said hours is permissible but not longer than one hour at a time, or for a total of more than three hours in any day.
- (c) In the event of unavoidable noise in a Lot due to the tiling of floor space or otherwise, the Occupier must take all practical steps to minimise annoyance to other Occupiers.

2. VEHICLES

- (a) Occupiers must comply with, and must ensure that their invitees comply with, directions given by an authorised representative of the Body Corporate regarding use of visitor carparking spaces.
- (b) The Occupier of a Lot must not, without the Body Corporate's written approval –
 - (i) park a vehicle, or allow a vehicle to stand; or

Title Reference [19208094]

(ii) permit an invitee to park a vehicle, or allow a vehicle to stand,
on the Common Property other than in areas allocated for exclusive use of visitor carparking.

- (c) The Body Corporate may cancel an approval under By-Law 2(b) by giving written notice to the Occupier.
- (d) Occupiers must strictly observe the 5 kph speed limit imposed when entering and exiting from the scheme land.
- (e) An Owner or Occupier must not permit an invitee to park in a visitor carpark for more than three (3) consecutive nights unless prior written approval has been obtained from the Body Corporate.
- (f) The Body Corporate may cancel an approval under By-Law 2(e) by giving three days' notice in writing.
- (g) Owners or Occupiers of a Lot are required to register their guests' details with the onsite manager for overnight stays in a visitor carpark, giving details of unit number, car registration number and expected length of stay (up to the maximum of three (3) nights). These details may be given verbally, in writing, by text or by email.
- (h) Vehicles must be driven safely in addition to observing the 5 kph speed limit.

3. OBSTRUCTION

- (a) The Occupier of a Lot must not obstruct lawful use of the Common Property by someone else.
- (b) The Occupier of a Lot or their invitees must not use the Common Property for roller blading, skateboarding or bike riding.
- (c) The Occupier of a Lot must not erect or permit to be erected on Common Property signs advertising the Lot for sale.

4. DAMAGE TO GARDENS

- (a) The Occupier of a Lot must not:-
 - (i) damage any garden, tree, shrub, plant or flower on the Common Property; or
 - (ii) except with the Body Corporate's written approval use for his or her own purposes a part of the Common Property as a garden.
- (b) The Body Corporate may cancel an approval under By-Law 4(a)(ii) by giving seven (7) days written notice to the Occupier.

5. DAMAGE TO COMMON PROPERTY

- (a) An Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- (b) An Occupier may however install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building erected on the scheme land.
- (c) An Owner of a Lot must keep a device installed under by law 5(b) in good order and repair.
- (d) If an Owner or Occupier damages the Common Property or Assets, the Body Corporate may repair the damage and recover the costs of repair from the Owner or Occupier as a liquidated debt.

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6. BEHAVIOUR OF INVITEES

- (a) An Occupier of a Lot must take reasonable steps to ensure that the Occupier's invitees & licensees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.
- (b) An Occupier of a Lot must ensure that the Occupier's invitees and licensees comply with the By-Laws of the Body Corporate. An Occupier's obligations under these By-Laws are also obligations of an Occupier's invitees and licensees.
- (c) Before the Owner of a Lot lets an Occupier into possession of the Lot, the Owner must deposit with the onsite manager of the Body Corporate the full names, contact phone numbers and car registration details of the Occupier/s, together with the length of occupancy.
- (d) An Owner of a Lot which is subject to a lease, licence or other arrangement involving the private letting of a Lot, must deposit with the onsite manager of the Body Corporate, the full names of the Occupier/s, contact phone numbers and car registration details, together with the length of occupancy.
- (e) Whenever the Owner permits an Occupier/s into possession of the Lot without written agreement, the Owner shall deliver a copy of these by- laws to the Occupier/s.
- (f) Owners or Occupiers are not permitted to operate a business from their Lot, unless they have;
 - (i) prior written approval of the Body Corporate; and
 - (ii) provided the onsite manager with relevant Council approval and public liability insurance details.

7. LEAVING RUBBISH, ETC ON COMMON PROPERTY

7.1 Rubbish Disposal

Owners or Occupiers must not leave rubbish or other materials, including recycle materials, on the Common Property in a way or place likely to interfere with the use and enjoyment of the Common Property by someone else.

7.2 Disposal

Owners or Occupiers may only dispose of rubbish in ways approved by or specified by the Body Corporate.

7.3 Compliance

- (a) An Owner or Occupier must: -
 - (i) unless the Body Corporate provides some other means of disposal of garbage, maintain within his or her Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
 - (ii) comply with all laws about disposal of rubbish; and
 - (iii) ensure that the health, hygiene and comfort of other Owners and Occupiers is not adversely affected when disposing of rubbish.

7.4 No Access Restriction

Owners or Occupiers must not restrict access to the Common Property, by the relevant government authority, the Body Corporate, its contractors or workmen in collecting and disposing of rubbish.

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8. APPEARANCE OF LOT

8.1 General

- (a) An Owner or Occupier must not, without the Body Corporate's written approval –
- (i) make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds;
 - (ii) hang any washing, towel, clothing or bedding or another article over the balustrades; or
 - (iii) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Lot in such a way as to be visible from outside the building.
- Clothes airers are, however, permitted to be placed temporarily upon balcony areas.
- (b) Occupiers must store empty bottles, boxes, used containers and similar items tidily and where possible out of sight of other Lots and the Common Property.

8.2 Property Tones and Colour Schemes

The Body Corporate wishes to retain conformity as to the colour of buildings in the complex and to maintain a high standard in relation to the external appearance of those buildings.

- (a) The standard building and skywalks colour scheme are to be determined by a majority vote to a special motion at an AGM or EGM.
- (b) An Owner or Occupier must not, except with the consent in writing of the Body Corporate Committee, paint the external surfaces of a Building on any Lot.
- (c) Tiling on balconies visible from the outside of a Lot are required to be maintained to the standard agreed to by a majority vote to a special motion at an AGM or EGM.
- (d) Owners and Occupiers must not alter or re-tile balconies, skyways and common area steps without the consent in writing of the Body Corporate Committee.

9. MAINTENANCE OF LOTS

9.1 Owners Responsibility

- (a) An Owner must ensure that its Lot is kept clean and maintained in a good order and condition and is free from pests.
- (b) An Occupier must not waste water and must ensure that all water taps in the Lot are properly turned off after use.
- (c) Plumbing apparatus must not be misused. Any damage to or blockage of plumbing apparatus caused by misuse or negligence of an Occupier or Invitee must be made good at the cost of the Occupier of the Lot. An Owner is responsible for any damage to another unit caused by poor maintenance (e.g. leakage through shower).
- (d) An Occupier must notify the Body Corporate promptly of any accident to or defect in utility infrastructure in a Lot (as defined in the Schedule 6 dictionary to the *Body Corporate and Community Management Act 1997*). Utility infrastructure must be used for the purpose for which it was constructed.
- (e) Owners wishing to renovate units are required to obtain written permission from the Committee. A list of conditions is available from Body Corporate Management and must be agreed to before renovations commence. Air conditioning units must be sited only on a balcony.

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9.2 Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any Lot the Owner or Occupier of such Lot shall give written notice and any other information which may be required to the Body Corporate and shall pay to the Body Corporate the expenses.

9.3 Insurance

An Owner or Occupier shall not bring to, do or keep anything in the Lot which may void any insurance policy in respect of the building, the Lot, or Common Property, increase the rate of fire insurance on the building or any Lot or Common Property or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the building or any Lot or Common Property.

10. STORAGE OF FLAMMABLE MATERIALS

- (a) The Occupier of a Lot must not store a flammable substance on the Common Property.
- (b) The Occupier of a Lot must not store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.
- (c) This section does not however apply to the storage of fuel in:
 - (i) the fuel tank of a vehicle, boat, barbecue gas tank, or internal combustion engine; or
 - (ii) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- (d) An Occupier of a Lot shall not bring into or keep anything on a Lot which shall increase the rate of fire insurance on the building or which may conflict with laws relating to fires or constitute a breach of any Body Corporate insurance policy.

11. SMOKING ON COMMON PROPERTY

An Owner or Occupier of a Lot shall not (and shall use all reasonable endeavours to ensure that their invitees do not) smoke in enclosed areas of the Common Property, such as stairwells, garages, barbecue toilets and Managers' office.

12. KEEPING OF ANIMALS

- (a) The Occupier of a Lot must not (subject to the Act), without the Body Corporate's written approval:
 - (i) bring or keep an animal on the Lot or the Common Property: or
 - (ii) permit an invitee to bring or keep an animal on the Lot or Common Property.
- (b) Any pet or other animal found running loose on the Common Property may be detained by the Body Corporate and such pet or other animal will be released to its Owner. Where the Body Corporate has incurred expenses in detaining the pet or other animal the Body Corporate will have a right to recovery of that expense under By-Law 19.
- (c) The Owner or Occupier must clean up after the Owner's or Occupier's pet.

13. USE OF RECREATION AREAS

- (a) The swimming pool, wading pool, spa and barbecue areas shall not be used between the hours of:
 - (i) 9.00 pm and 7.00 am in the case of the swimming pool, wading pool and spa area; and

Title Reference [19208094]

(ii) 10.00 pm and 7.00 am in the case of the barbecue area.

- (b) No child shall be allowed to play on Common Property or to use the barbecue area, swimming pool, wading pool or spa areas except under the supervision of an adult.
- (c) The Body Corporate may make rules relating to the Common Property and in particular in relation to barbecue areas and spa and swimming pool areas, and other amenities provided those rules are not inconsistent with the By-Laws, and the rules must be observed by Occupiers of Lots and their invitees unless the rules are revoked by resolution of a general meeting of the Body Corporate.
- (d) Each Owner or Occupier must (and must ensure their guests) exercise caution at all times and do not behave in any manner that is likely to interfere with the use and enjoyment of the Common Property by other persons.
- (e) The Body Corporate has provided designated safe routes for Owners or Occupiers to be able to access Common Property. To prevent personal injury or damage to property, Owners or Occupiers are not permitted to step over their balustrades to enter onto Common Property (e.g. walkways or gardens).

14. USE OF LOT

- (a) An Occupier must not use a Lot, or allow a Lot to be used, for any purpose which is illegal or injurious to the reputation of the scheme land, or may interfere with the good management of the scheme land.
- (b) Lots must be used for residential purpose only except as provided in By-Law 17.

15. PROTECTION OF LOTS AND COMMON PROPERTY

15.1 Security

Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).

15.2 Security System

The Body Corporate has power to operate a security system or systems for The Hill Apartments including to implement security procedures and security equipment designed to prevent unauthorised entry to The Hill Apartments.

15.3 Delegation

The Body Corporate may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including a person who is a "service contractor" within the meaning of the Act).

15.4 Compliance

Owners and Occupiers must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.

15.5 No Liability

The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) suffered by a person and directly or indirectly caused by:

- (a) the security system or systems not working, or not working properly or not working as well as the system(s) could or should work; or
- (b) someone making an unauthorised entry to The Hill Apartment.

Title Reference [19208094]

15.6 Security Device

- (a) If the Body Corporate, in the exercise of any of its powers under these By-Laws, restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to Owners or Occupiers free of charge and thereafter may at its discretion, make additional numbers thereof available to Owners or Occupiers upon payment of such reasonable charges therefore as may be determined from time to time by the Body Corporate.
- (b) An Owner or Occupier must not provide any Occupier under a lease, licence or other private rental agreement with their own gate and common area door codes. The onsite manager will provide a unique code to the Occupier approved under By-Law 6 and cancel the code at the end of the tenancy.
- (c) An Owner or Occupier to whom any key or any operation system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such Occupier) to ensure return thereof to the Owner or Occupier, upon the user or Occupier ceasing to be a user or Occupier.
- (d) An Owner or Occupier into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner or Occupier of a Lot and is not disposed of otherwise than by returning it to the Body Corporate.
- (e) An Owner or Occupier who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced.

15.7 Running a Business from a Lot

Under no circumstances are the gates and common area door codes to be given to business associates and clients. Failure to observe this By-Law will prompt the cancellation of your common area doors codes as the circulation of these codes compromises the security of The Hill Apartments.

16. COMMUNICATION AND REGULATION

- (a) Owners and Occupiers of Lots must not directly instruct any contractors or employees engaged by the Body Corporate, and all requests for work to be carried out by a contractor or employee of the Body Corporate must be referred to the Body Corporate representative.
- (b) Occupiers of Lots must observe the terms of any notice displayed on the notice board for the scheme.
- (c) A copy of these By-Laws (or a summary approved by the Body Corporate) must be exhibited in a prominent place in any Lot made available for letting and a copy must be supplied to all Owners.
- (d) Notices of meetings, agendas and minutes of meetings may, where Owners have provided email addresses, be sent via that medium rather than by post.

17. MANAGER'S LOT

During such time as the Owner or Occupier of Lot 1 is authorised by the Body Corporate to act as a letting agent, Lot 1 may be used for residential purposes and for the conduct of an agency business for the sale and letting of Lots in the building and for the provision of the caretaker-manager's services to the Body Corporate. The Occupier of Lot 1 may display signs for the purpose of offering for sale or letting of Lots in the building subject to the Body Corporate's written approval. The Body Corporate may authorise the Occupier of Lot 1 to carry on the business of letting of Lots in the building and for that purpose may enter into a letting agreement with the Occupier of Lot 1 on such terms and conditions as decided by the Body Corporate in a general meeting.

Title Reference [19208094]

18. TELECOMMUNICATIONS

The Body Corporate may install or permit to be installed cabling and equipment to allow the provision of cable television, satellite and other telecommunications services to the scheme land and may enter into agreements with the providers of telecommunications services for the purpose of providing such services to the Body Corporate and to Occupiers of Lots.

19. RECOVERY OF COSTS AND DAMAGES

19.1 Where the Body Corporate expends money:

- (a) to recover unpaid contributions;
- (b) to obtain or attempt to obtain compliance with these By-Laws;
- (c) to make good damage caused by a breach of the Act or of these By-Laws by any Owner, Occupier or invitee of an Occupier or Owner,

the amount so expended shall be a liquidated debt owing by:

- (a) the Owner of the Lot in the case of unpaid contributions; or
- (b) the Owner of the Lot at the time when the breach occurred in the case of:
 - (i) costs incurred to obtain or attempt to obtain compliance with any of the By-Laws; or
 - (ii) damage caused by a breach or attempt to obtain compliance with any of the By-Laws.

19.2 Failure to Pay

If an Owner (or the Owner's mortgagee in possession) does not pay the Body Corporate's costs and expenses after demand is made for payment, then the Body Corporate may do either or both of the following:

- (a) treat the demanded costs and expenses as a liquidated debt and take action to recover that liquidated debt in any Court or competent jurisdiction; or
- (b) enter the Body Corporate's costs and expenses against the levy account in respect of the Lot.

20. EXCLUSIVE USE CAR PARKING

- (a) An Occupier shall be entitled to the exclusive use of the car space or spaces referred to in each Schedule E and on the plans marked ['A'] annexed.
- (b) Each Owner or Occupier to whom exclusive use is granted pursuant to By-Law 20(a) may use such space or spaces for the following purpose:
 - (i) vehicle parking;
 - (ii) sea craft storage;
 - (iii) bicycle storage;
 - (iv) surfboard storage;
 - (v) cupboard storage (including steel cupboard storage); and
 - (vi) metal racks in the garages that are enclosed,

Title Reference [19208094]

provided that the Owner may, upon receiving the written consent of the Body Corporate, garage in such allocated area ('garage') provided always that the design and construction of such garage does not conflict with the uniform appearance of other garages located within the building.

- (c) Each Occupier to whom exclusive use is granted must keep such space or garage clean and tidy but shall not otherwise be responsible for the performance of the duty of the Body Corporate to maintain the Common Property as provided for under the Act.
- (d) Insurance on items in the exclusive use areas is the sole responsibility of the Owner/Occupier.

21. STORAGE AND USE OF BICYCLE AND SURFBOARDS

- (a) Occupiers of a Lot must not use Common Property stairwells for the purpose of transporting bicycles or surfboards to or from the Occupier's Lot
- (b) Occupiers of a Lot may however use the designated Common Property storage areas for the storage of bicycles or surfboards provided space is available and the Occupier has received Body Corporate approval in writing to do so.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Details required by the regulation module to be included - NIL

Details permitted by the regulation module to be included - NIL

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

The following Lots are allocated exclusive use:

- Lot 1 – the area marked '1' in the attached plan marked "A"
- Lot 2 – the area marked '2' in the attached plan marked "A"
- Lot 3 – the area marked '3' in the attached plan marked "A"
- Lot 4 – the area marked '4' in the attached plan marked "A"
- Lot 5 – the area marked '5' in the attached plan marked "A"
- Lot 6 – the area marked '6' in the attached plan marked "A"
- Lot 7 – the area marked '7' in the attached plan marked "A"
- Lot 8 – the area marked '8' in the attached plan marked "A"
- Lot 9 – the area marked '9' in the attached plan marked "A"
- Lot 10 – the area marked '10' in the attached plan marked "A"
- Lot 11 – the area marked '11' in the attached plan marked "A"
- Lot 12 – the area marked '12' in the attached plan marked "A"
- Lot 13 – the area marked '13' in the attached plan marked "A"
- Lot 14 – the area marked '14' in the attached plan marked "A"
- Lot 15 – the area marked '15' in the attached plan marked "A"
- Lot 16 – the area marked '16' in the attached plan marked "A"
- Lot 17 – the area marked '17' in the attached plan marked "A"
- Lot 18 – the area marked '18' in the attached plan marked "A"
- Lot 19 – the area marked '19' in the attached plan marked "A"
- Lot 20 – the area marked '20' in the attached plan marked "A"
- Lot 21 – the area marked '21' in the attached plan marked "A"

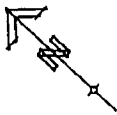
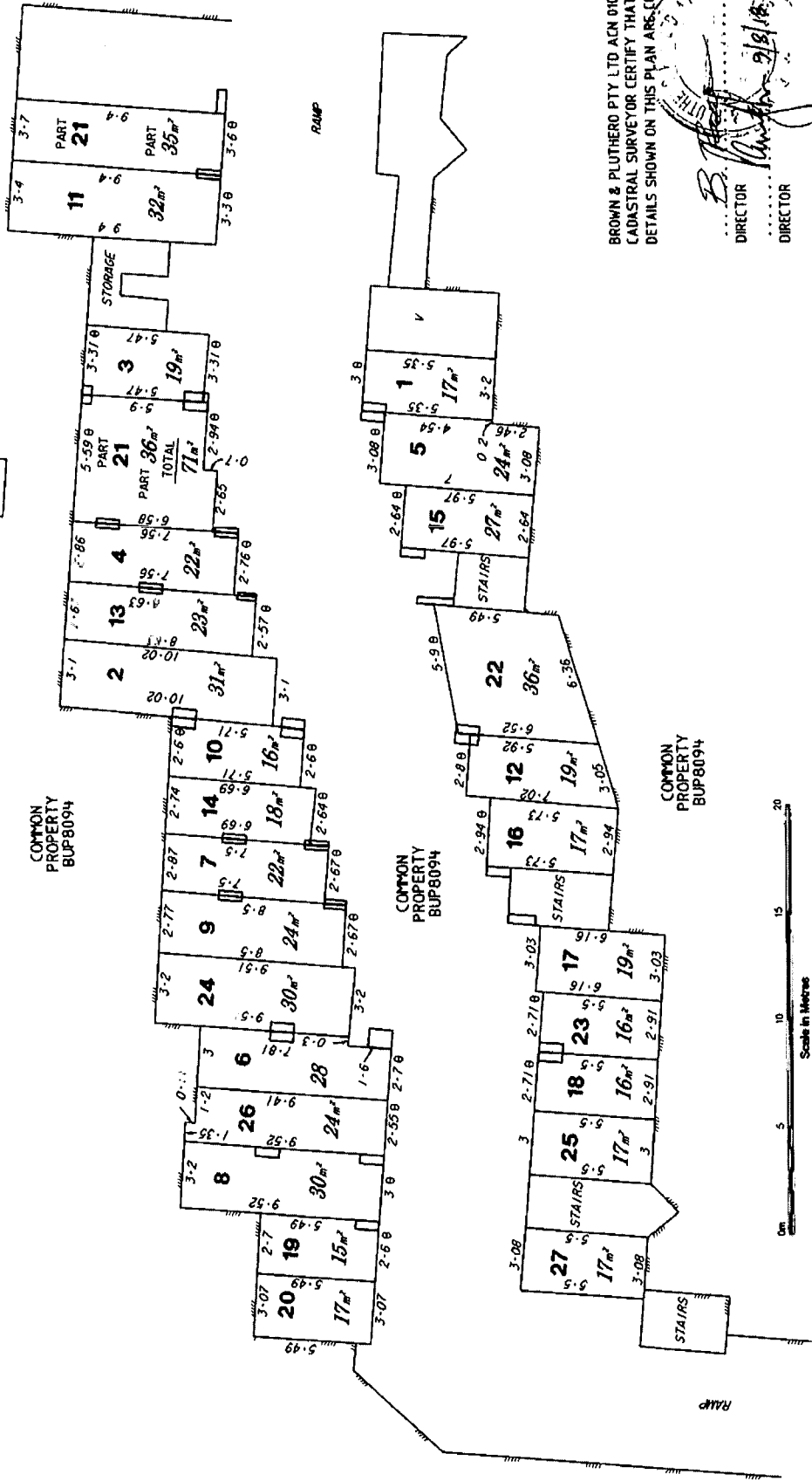
Title Reference [19208094]

- Lot 22– the area marked '22' in the attached plan marked "A"
- Lot 23– the area marked '23' in the attached plan marked "A"
- Lot 24 – the area marked '24' in the attached plan marked "A"
- Lot 25– the area marked '25' in the attached plan marked "A"
- Lot 26– the area marked '26' in the attached plan marked "A"
- Lot 27– the area marked '27' in the attached plan marked "A"
- Lot 28– the area marked '28' in the attached plan marked "A"
- Lot 29– the area marked '29' in the attached plan marked "A"
- Lot 30– the area marked '30' in the attached plan marked "A"
- Lot 31– the area marked '31' in the attached plan marked "A"
- Lot 32 – the area marked '32' in the attached plan marked "A"
- Lot 33– the area marked '33' in the attached plan marked "A"
- Lot 34– the area marked '34' in the attached plan marked "A"
- Lot 35– the area marked '35' in the attached plan marked "A"
- Lot 36– the area marked '36' in the attached plan marked "A"
- Lot 37– the area marked '37' in the attached plan marked "A"
- Lot 38– the area marked '38' in the attached plan marked "A"
- Lot 39– the area marked '39' in the attached plan marked "A"
- Lot 40– the area marked '40' in the attached plan marked "A"
- Lot 41– the area marked '41' in the attached plan marked "A"
- Lot 42– the area marked '42' in the attached plan marked "A"
- Lot 43– the area marked '43' in the attached plan marked "A"
- Lot 44– the area marked '44' in the attached plan marked "A"
- Lot 45– the area marked '45' in the attached plan marked "A"
- Lot 46– the area marked '46' in the attached plan marked "A"
- Lot 47– the area marked '47' in the attached plan marked "A"
- Lot 48– the area marked '48' in the attached plan marked "A"
- Lot 50– the area marked '50' in the attached plan marked "A"
- Lot 51– the area marked '51' in the attached plan marked "A"
- Lot 52– the area marked '52' in the attached plan marked "A"
- Lot 53– the area marked '53' in the attached plan marked "A"
- Lot 54– the area marked '54' in the attached plan marked "A"
- Lot 55– the area marked '55' in the attached plan marked "A"
- Lot 56– the area marked '56' in the attached plan marked "A"
- Lot 57– the area marked '57' in the attached plan marked "A"
- Lot 58– the area marked '58' in the attached plan marked "A"
- Lot 59– the area marked '59' in the attached plan marked "A"
- Lot 60– the area marked '60' in the attached plan marked "A"
- Lot 61– the area marked '61' in the attached plan marked "A"
- Lot 62– the area marked '62' in the attached plan marked "A"
- Lot 63– the area marked '63' in the attached plan marked "A"
- Lot 64– the area marked '64' in the attached plan marked "A"
- Lot 65– the area marked '65' in the attached plan marked "A"
- Lot 66– the area marked '66' in the attached plan marked "A"
- Lot 67– the area marked '67' in the attached plan marked "A"
- Lot 68– the area marked '68' in the attached plan marked "A"

Title Reference [19208094]

- Lot 69– the area marked '69' in the attached plan marked "A"
- Lot 70– the area marked '70' in the attached plan marked "A"
- Lot 71– the area marked '71' in the attached plan marked "A"
- Lot 72– the area marked '72' in the attached plan marked "A"

LEVEL A BLOCK A



BROWN & PLUTHERO PTY LTD ACN 010 117 236
 CADASTRAL SURVEYOR CERTIFY THAT THE
 DETAILS SHOWN ON THIS PLAN ARE CORRECT

B. Pluthero
 DIRECTOR
 DIRECTOR

PLAN FOR EXCLUSIVE USE PURPOSES

OVER PART OF THE COMMON PROPERTY
 ON BUP 8094 ON LEVEL A (BASEMENT)
 OF "THE HILL" CTS 7183

Locality : Currumbin LGA : GCCC

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SCALE	1 : 200	LL	-	-	-
DATE	3-07-20	DATE	3-07-20	DATE	3-07-20
REF. NO.	T15502	REF. NO.	T15502	REF. NO.	T15502
DRAWING No	22672 D	Sheet	1	Sheet	3

B & P SURVEYS
 CONSULTING SURVEYORS
 142 MURWILLUMBAH STREET
 MURWILLUMBAH
 NSW 2484 Australia
 Telephone (02) 66721924
 Facsimile (02) 66722618
 Email mbah@bpsurveys.com.au
 Offices Also At
 Perth
 Tweed Heads
 Ph (07) 5596037 Ph (07) 5536361

IMPORTANT NOTES :

EXCLUSIVE USE AREAS ARE DEFINED BY THE EXTERNAL FACE OF WALLS, FACE OF COLUMNS AND DIMENSIONS SHOWN HEREON.

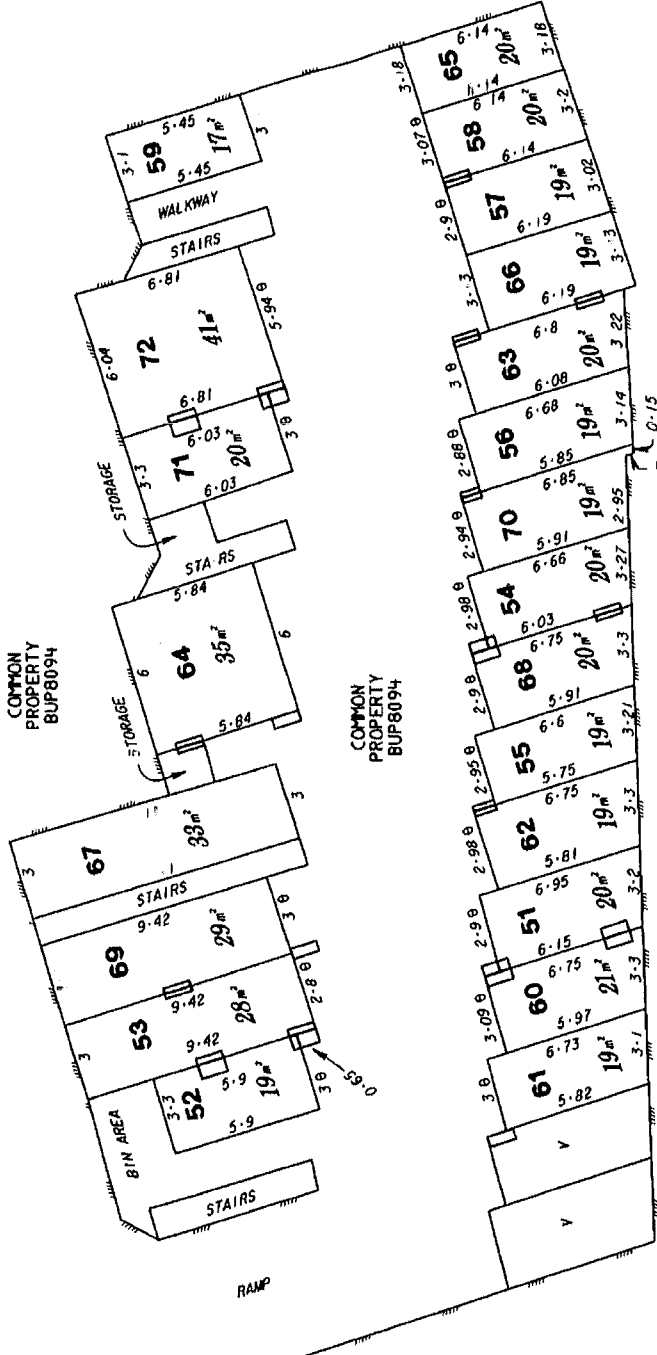
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- ⊕ DENOTES DISTANCE TO FACE CONCRETE COLUMN
- DENOTES INSIDE FACE OF WALL
- V DENOTES VISITORS CAR SPACES IN COMMON PROPERTY BUP8094

Rev. sion
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THE HILL BODY CORPORATE

CHK

**LEVEL A
BLOCK B**



COMMON PROPERTY BUP8094

BROWN & PLUTHERO PTY LTD ACN 010 117 236
CADASTRAL SURVEYOR CERTIFY THAT THE
DETAILS SHOWN ON THIS PLAN ARE CORRECT

DIRECTOR
DIRECTOR



IMPORTANT NOTES :

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- DENOTES CONCRETE COLUMN
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- ∩ DENOTES INSIDE FACE OF WALL
- ∪ DENOTES VISITORS CAR SPACES IN COMMON PROPERTY BUP8094

PLAN FOR EXCLUSIVE USE PURPOSES

OVER PART OF THE COMMON PROPERTY ON BUP 8094 ON LEVEL A (BASEMENT) OF "THE HILL" CTS 7183

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SCALE 1 : 200	
DATE	DATE
LEVEL DATUM	F.B.I.
	LL
	L.B.L.
	ORIGIN
	CHK. 6
	PAW

**B & P SURVEYS
CONSULTING SURVEYORS**

ACN 0107236
42 MURWILLUMBAH STREET
MURWILLUMBAH
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Telephone: (02) 66721924
Facsimile: (02) 66722618
Email: mbph@bpsurveys.com.au
Homepage: www.bpsurveys.com.au
Office: Also At Tweed Heads
Merang Ph (07) 55960370 Ph (07) 55363611



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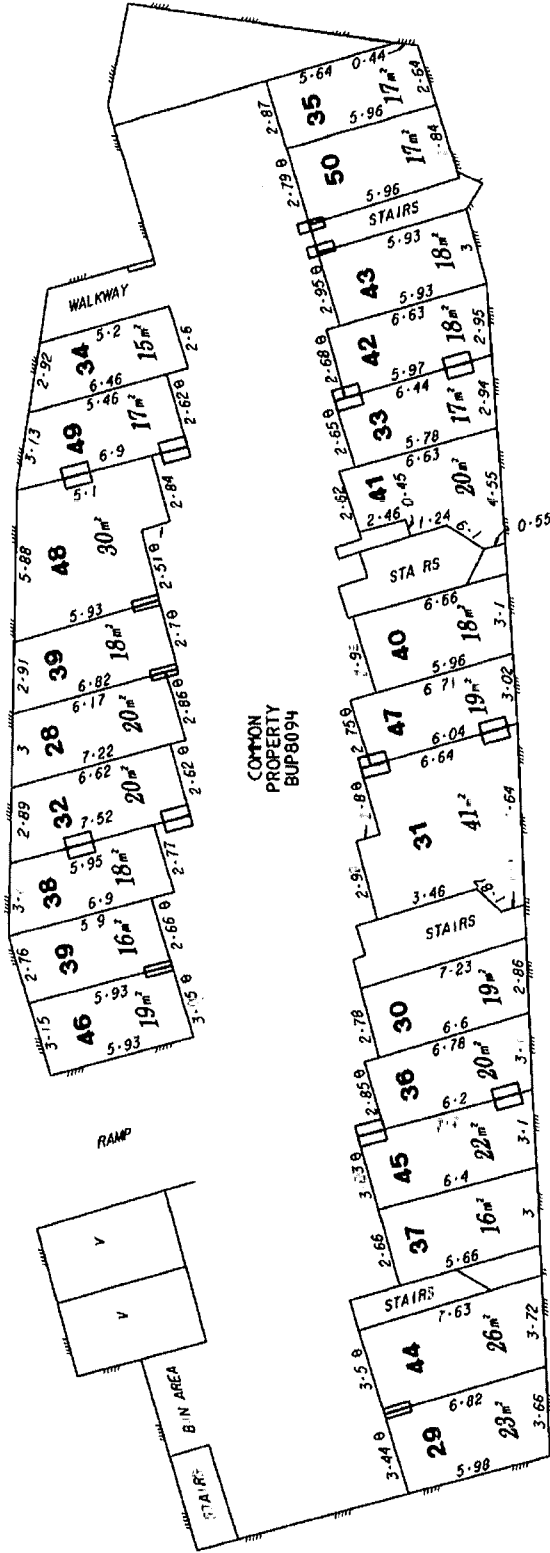
REVISION
Assoc. of Consultants C. 011

THE HILL BODY CORPORATE

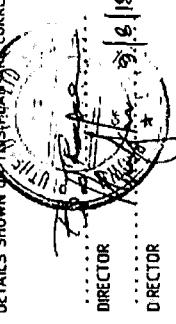
CHK

LEVEL A BLOCK C

COMMON
PROPERTY
BUP8094



BROWN & PLUTHERO PTY LTD ACN 010 117 236
CADASTRAL SURVEYOR CERTIFY THAT THE
DETAILS SHOWN ON THIS PLAN ARE CORRECT



DIRECTOR
DIRECTOR



PLAN FOR EXCLUSIVE USE PURPOSES

OVER PART OF THE COMMON PROPERTY
ON BUP 8094 ON LEVEL A (BASEMENT)
OF "THE HILL" CTS 7183

Locality : Currumbin LGA : GCCC
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SCALE 1 : 200
DATE -
DRAWN BY LL
CHECKED BY LL
DATE 31-07-2018
DRAWING No./Size 22672 D 3 3

B & P SURVEYS
CONSULTING SURVEYORS
ACN 01017236
142 MURWILLUMBAH STREET
MURWILLUMBAH
NSW 2484 Australia
Telephone (02) 6672 924
Facsimile (02) 6672 268
Email mbob@bpsurveys.com.au
Homepage www.bpsurveys.com.au
Nerang
Ph (07) 55960370
Tweed Heads
Ph (07) 5536361



IMPORTANT NOTES :

EXCLUSIVE USE AREAS ARE DEFINED BY THE INTERNAL FACE OF WALLS, FACE OF COLUMNS AND DIMENSIONS SHOWN HEREON.

- DENOTES CONCRETE COLUMN
- ∅ DENOTES DISTANCE TO FACE CONCRETE COLUMN
- DENOTES INSIDE FACE OF WALL
- ∨ DENOTES VISITORS CAR SPACES IN COMMON PROPERTY BUP8094

Revision	CHK
Also: 018 "consultant"	
THE HILL BODY CORPORATE	

Contract for Residential Lots in a Community Titles Scheme

Fourteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Residential Lots in a Community Titles Scheme in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

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

REFERENCE SCHEDULE

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

SELLER'S AGENT

NAME: McGrath Coolangatta/Tweed Heads

ABN:
30409175169

LICENCE NO:
4655217

ADDRESS: 50/38-42 Duringan Street

SUBURB: Currumbin

STATE: QLD POSTCODE: 4223

PHONE:
075506 8900

MOBILE:
0416 287 117- Tony

FAX:

EMAIL:
salesadmin@yrec.agency

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: INGWERSEN LANSDOWN

REF: _____ CONTACT: MORGAN REID

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

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

000033050686

BUYER

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

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

BUYER'S AGENT *(If applicable)*

NAME: _____
 ABN: _____ LICENCE NO: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

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

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

PROPERTY

ADDRESS: 50/38-42 Duringan Street
 SUBURB: Currumbin STATE: QLD POSTCODE: 4223
 Description: Lot: 50 on: BUP GTP SP 8094
 Scheme: The Hill Community Titles Scheme: 7183
 Title Reference: 17080017
 Present Use: Residential Dwelling
 Local Government: Gold Coast City Council

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

000033050686

Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder: CTC Property Holdings Pty Ltd T/As McGrath Coolangatta/Tweed Heads

Deposit Holder's Trust Account: CTC Property Holdings Pty Ltd ATF CTC Property Group Unit Trust QLD Sales Trust Account

Bank: Macquarie Bank Limited

BSB: 184-446 Account No: 305620361

Cyber Warning

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

Purchase Price: \$

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

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

\$ Balance Deposit (if any) payable on:

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

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

Financier:

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE:

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

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

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

Tenancies:

TENANT'S NAME:

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

TERM AND OPTIONS:

STARTING DATE OF TERM: ENDING DATE OF TERM: RENT: BOND:
\$ \$

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

000033050686

Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

POOL SAFETY FOR NON-SHARED POOLS

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

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

- Yes
- No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

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

- Yes
- No

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

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

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (section 223(a)(b))*

Refer to Disclosure Statement

← **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. Seller should consider whether to carry out an inspection of the Body Corporate records to complete this section.

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

Refer to Disclosure Statement

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

Refer to Disclosure Statement

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

Refer to Disclosure Statement

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

Refer to Disclosure Statement

*Include in attachment if insufficient space

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot: 7

Aggregate Interest Schedule Lot Entitlement: 544

Contribution Schedule Lot Entitlement of Lot: 7

Aggregate Contribution Schedule Lot Entitlement: 544

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

000033050686

INSURANCE POLICIES

Insurer: SCI Policy No: QRSC18000767
Building: \$35,981,700.00
Public Liability: \$20,000,000.00
Other: SEE ATTACHED

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM *This section must be completed unless the Lot is vacant*

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

(select whichever is applicable)

- installed in the residence
 not installed in the residence

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

(select whichever is applicable)

- installed in the residence
 not installed in the residence

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

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

(select whichever is applicable)

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

← **WARNING:** Failure to comply with section 83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

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

(select whichever is applicable)

- Yes
 No

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

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

(select whichever is applicable)

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

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

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

SPECIAL CONDITIONS

1. Entire Agreement

This Contract contains the whole of the agreement between the parties and there are no other collateral bargains, agreements, representations or understandings. The Purchaser acknowledges that the Purchaser has not relied on and has not been induced to enter this Contract by virtue of any representations, whether oral or in writing, by the Vendor, or any servant or Agent of the Vendor, which are not set out in this Contract.

SETTLEMENT

Settlement Date:

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

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

Place for Settlement:

Gold Coast/Nominated ELNO in accordance with CI 11 REIQ Terms of Contract

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

SIGNATURES

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

Buyer: _____

Witness: _____

Buyer: _____

Witness: _____

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

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

Seller: _____

Witness: _____

Seller: _____

Witness: _____

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

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

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

000033050686

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

1. DEFINITIONS

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

- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (f) **“Body Corporate”** means the body corporate of the Scheme;
- (g) **“Body Corporate Debt”** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **“Body Corporate Levies”** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) **“Bond”** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (j) **“Building”** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **“Business Day”** means a day other than:
 - (i) a Saturday or Sunday
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive).
- (m) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (n) **“Contract Date”** or **“Date of Contract”** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (o) **“Court”** includes any tribunal established under statute;
- (p) **“Digitally Sign”** and **“Digital Signature”** have the meaning in the ECNL;
- (q) **“Disclosure Statement”** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) **“ECNL”** means the Electronic Conveyancing National Law (Queensland);
- (s) **“Electronic Conveyancing Documents”** has the meaning in the *Land Title Act 1994*;
- (t) **“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (u) **“Electronic Settlement”** means settlement facilitated by an ELNO System;
- (v) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (w) **“Electronic Workspace”** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (x) **“ELNO”** has the meaning in the ECNL;
- (y) **“ELNO System”** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (z) **“Encumbrances”** includes:
 - (i) unregistered encumbrances
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
- (aa) **“Essential Term”** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (bb) **“Exclusive Use Areas”** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (cc) **“Extension Notice”** means a notice under clause 6.2(1);
- (dd) **“Financial Institution”** means a Bank, Building Society or Credit Union;
- (ee) **“Financial Settlement”** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (ff) **“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (gg) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (hh) **“GST”** means the goods and services tax under the *GST Act*;
- (ii) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (jj) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (kk) **“Improvements”** means all fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ll) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (mm) **“Land”** means the scheme land for the Scheme;

(nn) "Outgoings" means:

- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
- (ii) Body Corporate Levies.

(oo) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;

(pp) "Pool Compliance Certificate" means:

- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(qq) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);

(rr) "Property" means:

- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

(ss) "Regulation Module" means the regulation module for the Scheme;

(tt) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;

(uu) "Reserved Items" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;

(vv) "Scheme" means the community titles scheme containing the Lot;

(ww) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;

(xx) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(yy) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;

(zz) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.

(aaa) "Transfer Documents" means:

- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

(bbb) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and

(ccc) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day, the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer;
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.

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

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
 - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 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 section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and

- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (16) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.
- (17) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- 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
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1** This contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2** The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3** If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5** The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur:
 - (a) between 9am and 4pm AEST on the Settlement Date; and
 - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has done this before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

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

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
- (3) manufacturers' warranties regarding the Included Chattels;

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

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a settlement obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
 - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
 - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
 - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
 - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
 - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
 - (a) the Seller breaches a warranty in clause 7.4(4); or
 - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

- (8) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*; or
 - (c) there are Services which pass through the Lot that do not service the Lot and are not:
 - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
 - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
 - (d) there is a mistake or omission in describing the Lot or the Seller's title to it,
- which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract;
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
- (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
- (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
- (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
- (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;

- (c) access to the Land or the Lot, passes unlawfully through other land;
- (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
- (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
- (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
- (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
- (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
- (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
 - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
 - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
 - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

8.5 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.6 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.

- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

10.5 Business Days

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

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

(6) Calculating Time

If anything is permitted or required to be done:

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

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

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

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

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

Clause 11:

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

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

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

11.5 Costs

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 47803583

Search Date: 24/04/2024 08:55

Title Reference: 17080017

Date Created: 10/11/1987

Previous Title: 17051022

REGISTERED OWNER

Dealing No: 714152724 09/11/2011

JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 50 BUILDING UNIT PLAN 8094
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 7183

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10758143 (ALLOT 1 SEC 4)
Deed of Grant No. 10758208 (ALLOT 3 SEC 4)
Deed of Grant No. 11199075 (ALLOT 2 SEC 4)
Deed of Grant No. 11199076 (ALLOT 4 SEC 4)
2. MORTGAGE No 714152725 09/11/2011 at 10:14
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ EQUIFAX