

Our Ref: SSA:271562-1



4 February 2020

Mr J Nunn and Mrs T Kutsal  
27/90 Blues Point Road  
McMahons Point NSW 2060

Dear Tuna and Jackson

**YOUR PURCHASE FROM CONROY  
PROPERTY: 89 LUCAN AVENUE, ASPLEY QLD 4034**

Thank you for your instructions to act in the purchase of the above property.

Conveyancing in Queensland is complex and is affected by at least 20 different pieces of State and Federal legislation, contract conditions, extensive case law and practice guidelines.

Many things in a conveyance may not go as expected. Courts require us to explain a range of issues concerning your conveyance and how you might protect against them.

Please read this letter and the attached Residential Conveyancing Booklet for Buyers as soon as possible as they contain important information about your purchase. If any of the information given to you is unclear, please call us as soon as possible.

**It is important that you read and consider all our advice, give us clear instructions as soon as possible before critical dates expire, and tell us if you have any concerns about the contract or the property.**

**We must be able to contact you at all times so tell us if your contact phone number, email or address changes or if you expect communication difficulties at any time.**

Failure to do this could mean that you may lose rights, suffer loss or be unable to purchase the property simply because we were unable to contact you at a critical stage. **Your active involvement in the process is therefore critical to achieving a successful result.**

Melissa Carter will have conduct of the legal aspects of your purchase.

**1. DOCUMENTS ATTACHED TO THIS LETTER**

We enclose the following:

- Contract;
- a list of standard and optional searches to undertake ("**Buyer Searches List**");
- Form OSR - D2.2 - Dutiable transaction statement; and
- Trust Account Authority.

## 2. CRITICAL DATES

We have calculated the following important contract dates. If you do not agree with our calculations please tell us as soon as possible.

Time is of the essence in your contract. This means that failure to meet the deadlines set out in the schedule below could have serious legal and financial consequences for you. For example, the seller may become entitled to terminate the contract, keep your deposit and claim compensation from you.

**Meeting date deadlines is very critical. The Booklet contains important and critical additional information on how these dates operate and your responsibilities and rights if notice is not given by particular critical dates.**

**We suggest you diarise the dates as it is your responsibility to take action where noted below.** Your instructions will be required at least the day before the due date noted below and preferably earlier. This will give us time to act on your instructions.

Item	Due Date	Who is responsible to action - You or Us?
Contract Date	23 January 2020	Date to be noted by all.
Cooling off period	29 January 2020	You may terminate in the cooling off period for any reason. On termination the seller may impose a termination penalty.  If you have any reservations or concerns about buying the property you should discuss these with us as soon as possible and preferably well before this date so that we may further consider your cooling off and other rights under the contract.
Building and Pest Inspection date	30 January 2020	You must obtain the building and pest inspection report from licensed inspectors (building and/or termite) and tell us whether or not it is satisfactory and whether you wish to terminate or go ahead.
Finance date	6 February 2020	You must apply for finance and tell us whether or not finance approval is satisfactory and whether or not you wish to terminate or go ahead.
Due diligence date	6 February 2020	You must tell us whether or not you are satisfied with due diligence and whether or not you wish to terminate or go ahead.
Date for payment of transfer duty	6 March 2020 or before settlement, whichever the earlier.	You must provide cleared funds or a bank cheque for payment of duty by this date. See paragraph 5(d) (Transfer Duty) for more information.

Settlement date	24 February 2020	<p>We will arrange settlement. Settlement must occur by 4:00pm AEST. You are responsible to:</p> <ul style="list-style-type: none"> <li>• do everything in the To-Do List;</li> <li>• do everything your financier requires you to do for settlement; and</li> <li>• provide any additional funds required for settlement. Note that any additional funds you provide to us must be <i>cleared</i> funds. See the "Settlement Funds" paragraph in the Booklet for further explanation.</li> </ul>
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### 3. WHAT DO YOU NEED TO DO NOW?

#### (a) Contract Information

Please carefully read all the particulars noted in the reference schedule of the contract.

We have summarised the terms and any special conditions of the contract in the Report. Please review the summary in the Report to ensure that the terms are correct and the contract covers all issues that are important to you.

If any details in the contract reference schedule are incorrect or missing your rights may be affected. Please call us as soon as possible if you have any concerns.

#### (b) Insurance

The property will be at your risk from 5:00pm on the first business day after the contract date. We recommend that you immediately arrange for insurance cover so that it is in place before the property is at your risk. To find out what should be covered by insurance refer to the explanation on insurance in the Booklet.

#### (c) Identity

We are required to obtain proof of your identity unless you have recently provided this to us. Please forward copies of two forms of photo identification (e.g. driver's licence, passport or other identification card) to us for our records.

#### (d) Buyer Searches

Please read the Buyer Searches List and the corresponding potential rights of termination and compensation for each search. We have conducted some of these Standard Searches, the results of which are contained in the Report.

Further detail on the Buyer Searches List is below.

(e) **Electronic Conveyancing**

E-Conveyancing is a recently introduced system which allows for an "electronic" settlement of a conveyancing transaction through an online exchange known as "PEXA" (Property Exchange Australia).

We are not subscribers to PEXA and will not be using e-conveyancing for the settlement of this transaction.

**4. SEARCHES AND SELLER'S DISCLOSURE**

The seller has obligations to disclose certain information and notices about the property. If you have received (or receive at any stage) any documentation or information from the seller, agent or body corporate, you must give this to us as soon as possible.

It is important that we carry out searches to check that the seller has met its disclosure obligations, that warranties in the contract are correct and to obtain the information required to assist in your conveyance.

Some search results may show a right to terminate the contract or claim compensation from the seller. Other search results may reveal whether the property is potentially adversely affected or whether there are restrictions on your potential to use and enjoy the property.

We conduct initial searches and then carry out further searches during the course of the conveyance.

(a) **Results of initial searches and review of seller's disclosure**

We recommend you read our Report and contact us as soon as possible if you have any concerns.

(b) **What other searches should be obtained?**

We have set out in the Buyer Searches List a list of standard searches that we recommend obtaining ("**Standard Searches**"). We have conducted some of these Standard Searches, the results of which are contained in the Report. We will conduct the remaining Standard Searches unless:

- you instruct us otherwise; or
- We do not have sufficient funds or other arrangements with you to enable us to conduct the remaining Standard Searches on your behalf.

We have also set out in the Buyer Searches List some optional searches for you to consider ("**Optional Searches**").

If there are issues regarding the property of particular concern or importance to you or your financier then you should discuss this with us so that we can determine whether additional searches are required.

Please note that the amounts we charge you for searches are the actual fees charged to us by the search providers.

Please complete and return the Buyer Searches List with any Optional Searches you require ticked or call us as soon as possible. If we do not receive the completed Buyer Searches List we will not undertake any Optional Searches.

You should note the risks of not undertaking searches shown in the Buyer Searches List. Additional searches may be necessary for an initial review of the Contract having regard to the nature of the property, the special conditions and your proposed use of the property in order to ensure that your rights are protected. You should also note the risks of not providing us with funds to conduct the searches in the Buyer Searches List with sufficient time to get search results to exercise any rights you may have.

(c) **When should we carry out searches?**

We recommend you have us carry out searches as soon as possible so that you are aware of your legal obligations and rights before they possibly expire and are well informed of the condition of the property.

There are some searches we recommend be conducted twice, both at the beginning of the transaction and before settlement (e.g. title search and QCAT registry search). This is to check that the seller continues to comply with their ongoing obligations. Please see the Buyer Searches List for further details.

(d) **What if there are issues with the search results?**

We will contact you and let you know if any search results reveal any issues and will give you advice on your rights under the contract and any options you may have.

Please note that you may not be able to terminate the contract in all cases. For example, often discoveries of unapproved structures, flood levels, noise corridors or restrictions or limits on the use of waterfront or beachfront property may not give you a right of termination or a right of compensation from the seller. We have noted those searches in the Buyer Searches List which do not necessarily give rise to termination or compensation rights under the contract.

You may decide that you do not wish to exercise rights that we might advise on arising from search results. In making that decision you should consider the impact these search results may have on any later attempt to sell the property including the risk that some issues ought to be disclosed prior to any sale contract and the risk that, if not disclosed, a later buyer may discover these issues and choose to exercise rights against you (including termination or compensation). Please let us know if you would like further advice on this matter.

## 5. RETAINER, PROFESSIONAL COSTS AND EXPENSES

### (a) Retainer

The work we will perform for you is set out in our costs disclosure and retainer.

Our retainer includes all work which is usual and necessary as part of the conveyancing process and does not extend further.

Some items we specifically consider are beyond our retainer are listed in the Booklet.

Our retainer may be terminated:

- (i) with your agreement;
- (ii) if you give us notice that you no longer wish us to act;
- (iii) if we give you reasonable notice that we are terminating the retainer for just cause, which may include:
  - you have given us instructions that are not lawful, proper or competent;
  - your acts or omissions are inconsistent with us continuing to represent you, preventing us from properly performing our duties;
  - we identify a conflict of interest or duty and cannot ethically continue to act for you;
  - you have refused to reimburse disbursements we have paid on your behalf;
  - you fail to pay when requested or deposit monies into our trust account when requested for payment of duty due to the Office of State Revenue;
  - you refuse to provide reasonable security for our legal costs;
  - you fail to provide adequate instructions within a reasonable time; or
  - if the retainer comes to an end at law.

### (b) Professional Costs

Our professional costs are set out in our costs disclosure and retainer.

If we attend to work outside the scope of our retainer we may charge additional fees on a time basis according to our usual hourly rates.

### (c) Outlays

We estimate that we will incur \$500.00 inclusive of GST in search fees and sundry costs on your behalf.

This estimate is based on the assumption that you will be conducting the Standard Searches only. Additional search costs will be incurred for any

Optional Searches and we have noted an estimate of the cost for each Optional Search in the Buyer Searches List.

(d) **Transfer Duty**

We estimate that transfer duty is \$19,656.00 (based on the assumption that you are not eligible for a duty concession and this is an investment property). If this will be your home, the stamp duty will be \$12,481.00. Please contact us as soon as possible for a revised duty calculation if you believe one of the following duty concessions may apply:

- (i) you are purchasing your first home to live in;
- (ii) you are purchasing vacant land to construct your first home to live in; or
- (iii) you are purchasing a home to live in.

Strict eligibility requirements apply for each concession. See the Booklet for further information.

Duty must be paid and the contract stamped by the earlier of:

- 30 days from when the contract becomes unconditional; or
- settlement (if obtaining finance).

We have estimated this date in the critical dates - refer paragraph 2 of this letter. Penalty interest accrues daily if the contract is not stamped on time. You are required to verify information relevant to the assessment of duty by signing the enclosed Form OSR - D2.2.

So that we can stamp the contract before this date we ask that no later than 20 February you provide us with:

- a **bank cheque** for \$19,656.00 or the lower amount if it is your home, made payable to the "Commissioner of State Revenue"; and
- the signed Form OSR - D2.2.

If you are purchasing the property as an undisclosed trustee or on behalf of another entity (such as a nominee sale), you must let us know so that we may consider if any other documents are needed to register or record your interest. There can be significant tax and duty implications arising from any such transactions and, unless specifically instructed and we have agreed to provide advice, specific advice about this is beyond the scope of our retainer.

(e) **Registration Fees**

We estimate that the title registration fees will be \$1,704.00. This estimate is based on the currently applicable rates (which may change between now and lodgement of documents).

Your financier will lodge the transfer for registration along with any releases of the seller's mortgage, the mortgage you grant in favour of the financier and any other title documents. The financier will either seek payment of these fees from you directly or charge them to your loan account. You

should follow up your financier one month after settlement to ensure the transfer has been registered. It is not part of our retainer to send reminders about this issue or monitor it unless we accept your instructions to do so (which will be an extra cost to you). It will be critical to your ownership of the property to ensure your financier manages the transfer and registration process.

## 6. CONTRACT REVIEW

We summarise the main terms of the transaction as follows:

1. **Seller:** Andrew O'Grady Conroy
2. **Buyer:** Jackson Nunn and Tuna Kutsal
3. **Agent:** Aspley Property Partners Pty Ltd trading as Ray White Aspley
4. The property being purchased is 89 Lucan Avenue, QLD 4034 (being Lot 55 in Registered Plan 92656 – title reference 13301164). Please see attached a copy of the registered plan. The present use of the property is residential. The property is sold with vacant possession.
5. A copy of the title search is annexed to the Contract. We summarise the notations on the title as follows:
  - a. Rights and interests reserved to the Crown: Please note any minerals, which are located underneath your property, will be subject to the ownership of the government.
  - b. Mortgage: this will be removed on settlement.
6. The included chattels are blinds, built-in wardrobes, curtains, dishwasher, insect screens, fixed floor coverings, light fittings, range hood, stove, keys, remote controls and fixed air-conditioning units. If you are expecting that any other chattels are to be included in the sale, please advise us. There are no excluded fixtures.
7. The **purchase price** is **\$591,751.00**, with no GST being payable as the sale is residential property. A **deposit** of **\$28,750.00** is payable by 10 February 2020 (please refer to the Contract for the agent's bank details for the payment of the deposit).
8. The property is subject to a Finance Date (which expires on 6 February 2020). Please ensure you make reasonable endeavours to obtain sufficient finance prior to the expiration of the Finance Date. If you are unable to do so, please ensure you advise us within a reasonable period of time prior to the expiration of the Finance Date.
9. The property is subject to a Building and Pest Inspection Date (which expired on 30 January 2020). Please make your own arrangements to conduct a building and pest inspection of the property prior to the expiration of the Building and Pest Inspection Date. If the building and pest inspection is not satisfactory, please advise us within a reasonable period prior to the expiration of the Building and Pest Inspection Date.

10. The property is subject to a Due Diligence Date (which expires on 6 February 2020). Please ensure you complete all of your due diligence enquiries prior to the expiration of the Due Diligence Date. If your due diligence enquiries are not satisfactory, please advise us within a reasonable period prior to the expiration of the Due Diligence Date.
11. Settlement of the property will take place on 30 days from the Contract Date (being 24 February 2020).
12. The cooling off period for the property expired on 29 January 2020.
13. On your purchase, there will be Stamp Duty of \$19,656.00 payable to the Queensland Government Office of State Revenue. I confirm that this is required to be paid 30 days from when the contract becomes unconditional (the contract becomes unconditional once the Finance Date, the Due Diligence Date and the Building and Pest Inspection Date has expired) or on settlement, whichever is the earlier. Please note we have calculated stamp duty on the basis that no concession will apply. If the property will be your principal place of residence please advise us.
14. We assume that you are Australian citizens – if our assumption is incorrect please advise us immediately as you may otherwise be subject to foreign approval and/or additional charges.
15. A summary of the Contract Terms is as follows:
  - (a) As time is of the essence, if you do not settle on time, the Seller may terminate the Contract, retain the deposit and seek damages from you. You will also be liable for default interest on the purchase price at a rate prescribed by the Queensland Law Society (which is currently 9.30%).
  - (b) You will make adjustments on completion for Outgoings (being rates (Council and water and fire service levies)).
  - (c) If you fail to comply with an essential term or make a fundamental breach of an intermediate term of the Contract, the seller may affirm and enforce the Contract and sue you for damages or specific performance (i.e. make you complete the Contract). If the Seller terminates the Contract they may resume possession of the property, forfeit you from receiving the deposit and interest, sue you for the deposit (if not paid), sue you for damages and resell the Property.
  - (d) If you breach other terms of the Contract the Seller may sue you for damages and specific performance of the obligation breached.
  - (e) If the Seller terminates the contract and the property is resold, the Seller may recover from the Buyer any and all losses suffered or incurred caused by the Buyer's breach including the difference between the Balance Price and the price for which the property is sold in resale, costs of repossession, failed attempt to resell and the resale, any additional losses connected with the requirement to hold the property including debt costs, any Outgoings and any legal or other costs and outlays incurred by the Seller.

- (f) The risk of the property passes to you from 5:00pm on the first business day after the Contract date. Please ensure that following exchange of Contracts you make immediate arrangements for insurance.

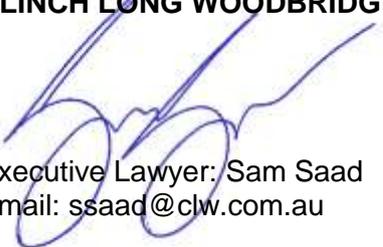
**Please ensure you complete the following:**

- 1. Please get in touch with your finance broker/bank immediately to arrange unconditional finance to avoid any penalties and interest for extensions; and**
- 2. Please ensure you have any shortfall of funds in excess of your loan amount ready to be sent to us prior to settlement.**

If you have any queries about any of the issues raised in this letter, please call Sam Saad on +61 2 9279 4888.

Yours faithfully

**CLINCH LONG WOODBRIDGE**



Executive Lawyer: Sam Saad  
Email: ssaad@clw.com.au

Encl.

**Out of Scope Additional Fees**

Please note, that if any of the following events take place, we may charge you additional fees at the below rates:

- Extension of due diligence date, finance date or pest and building date or request for change of settlement date other than that noted on the Contract due to bank delay, Vendor request or your request - \$535.00 plus GST for each change of date or time;
- Loan advice or Certificate of Independent Legal Advice requirement - \$1,000.00 plus GST;
- Certification of any documents other than ID requirements outlined in this letter - \$90.00 plus GST;
- Advice on any building and pest or strata report - \$450.00 plus GST;
- Advice on lease documents \$600.00 plus GST per lease, subject to the size of the lease;
- Excessive bank correspondence and/or delay due to bank requirements other than those required normally under a conveyance such as additional certifications or non-contractual related matters - \$535.00 plus GST per hour;
- Disputes about any special levies or additional levies - \$535.00 plus GST per hour;
- Meetings required in addition to the initial face-to-face meeting, other than delivery of cheques if required - \$535.00 plus GST per hour;
- Issue of any notice of default as permitted under the Contract - \$535.00 plus GST;
- Any post settlement attendance to matters required by either the other party, the bank or yourself not as a result of any actions of our office including but not limited to any disputed matters or matters beyond the scope of completion of the conveyance - \$535.00 plus GST per hour; and
- Any other matters that fall outside the scope of the standard conveyance and we advise when this work is required prior to undertaking any work - \$535.00 plus GST per hour.



# Contract for Houses and Residential Land

Sixteenth 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 houses and residential land 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: 23/01/20

### SELLER'S AGENT

NAME: ASPLEY PROPERTY PARTNERS PTY LTD TRADING AS RAY WHITE ASPLEY

ABN: 86625930903

LICENCE NO: 4222965

ADDRESS: 1374 Gympie Road

SUBURB: ASPLEY

STATE: QLD POSTCODE: 4034

PHONE: 07 3263 0600

MOBILE: 07 3263 0600

FAX: 07 3263 6713

EMAIL: aspley.qld@raywhite.com

### SELLER

NAME: ANDREW O'GRADY CONROY

ABN:

ADDRESS: 89 LUCAN PLACE Avenue A.C T K JN

SUBURB: ASPLEY

STATE: QLD POSTCODE: 4034

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: Northside Family Law Centre

REF: CONTACT: Amy Wreford

ADDRESS: 89 Brighton Road

SUBURB: Sandgate

STATE: QLD POSTCODE: 4017

PHONE: 3733 1234

MOBILE:

FAX:

EMAIL: amy@northsidefamilylaw.com.au

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

AC

000012924009

**BUYER**

NAME: Tuna Kutsal ABN:

ADDRESS: 27/90 Blues Point Road

SUBURB: McMahons Point STATE: NSW POSTCODE: 2060

PHONE: MOBILE: 0418420785 FAX: EMAIL: jnun4406@gmail.com/ tunakutsal@icloud.com

NAME: Jackson Nunn ABN:

ADDRESS: 27/90 Blues Point Road

SUBURB: McMahons Point STATE: NSW POSTCODE: 2060

PHONE: MOBILE: 0404 388 320 FAX: EMAIL: jnun4406@gmail.com/ tunakutsal@icloud.com

**BUYER'S AGENT** (If applicable)

NAME: Richard Ragel of Milk Chocolate Property Pty Ltd

ABN: 630 656 692 LICENCE NO: 4325354

ADDRESS: Suite 7.03 75 Mary St

SUBURB: St Peters STATE: NSW POSTCODE: 2044

PHONE: MOBILE: 0417 023 794 FAX: EMAIL: rr@milkchoc.com.au

**BUYER'S SOLICITOR**

← or any other solicitor notified to the Seller

NAME: Clinch Long Woodbridge

REF: CONTACT: Sam Saad

ADDRESS: 5th Floor, 99 York Street, Sydney NSW 2000

SUBURB: Sydney STATE: NSW POSTCODE: 2000

PHONE: MOBILE: FAX: EMAIL:

**PROPERTY**

Land: ADDRESS: 89 LUCAN PLACE, Avenue A.C T K JN

SUBURB: ASPLEY STATE: QLD POSTCODE: 4034

Built On  Vacant

Description: Lot: 55

on: RP92656

Title Reference: 13301164

Area: 627m2 (more or less) Land sold as:  Freehold  Leasehold ← if neither is selected, the land is treated as being Freehold.

Present Use: RESIDENTIAL

Local Government: BRISBANE CITY

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

AC

000012850212

Excluded Fixtures: Nil

Included Chattels: Blinds, built-in wardrobes, Curtains, Dishwasher, Insect Screens, Fixed Floor Coverings, Light Fittings, Range Hood, Stove, Keys, Remote Controls, Fixed Air Conditioning Units

**PRICE**

Deposit Holder: RAY WHITE ASPLEY

Deposit Holder's Trust Account: Aspley Property Partners Pty Ltd Sales Trust Account

Bank: Commonwealth Bank of Australia

BSB: 064-151 Account No: 10449049

Purchase Price: \$ 591,751

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

Deposit: \$ 1,437.50 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ 27,312.50 Balance Deposit (if any) payable on: 2 business days after the expiry of the due diligence special condition period below.

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: \$ SUFFICIENT TO COMPLETE ← 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: RECOGNISED FINANCIAL LENDING INSTITUTION

Finance Date: 14-days from contract date

**BUILDING AND/OR PEST INSPECTION DATE:**

Inspection Date: 7-days from contract 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:

unregistered easement unity water

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

**Tenancies:**

TENANTS NAME:

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

**TERM AND OPTIONS:**

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

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

AC

**Managing Agent:**

AGENCY NAME: \_\_\_\_\_

PROPERTY MANAGER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**POOL SAFETY**

**Q1** Is there a pool on the Land or on an adjacent land used in association with the Land?

- Yes  
 No Clause 4.2 of this contract does not apply

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

- Yes Clause 5.3(1)(f) applies  
 No Clause 4.2 applies (except for auction and some other excluded sales)

**Q3** If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

- Yes  
 No

← **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

← **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

← If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.

← Note: This is an obligation of the Seller under section 16 of the Building Regulation 2006.

**POOL SAFETY INSPECTOR**

Pool Safety Inspector: \_\_\_\_\_

← The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.

Pool Safety Inspection Date: \_\_\_\_\_

← Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

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

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:  
(select whichever is applicable)

- installed in the residence  
 not installed in the residence

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

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:  
(select whichever is applicable)

- installed in the residence  
 not installed in the residence

← **WARNING:** Failure to install a Compliant Smoke Alarm 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 Land or  
 is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, 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.

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

A.C

000012850212

### GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land 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.]

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

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

(select whichever is applicable)

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

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

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-15) (Sixteenth Edition) contain the Terms of this Contract.

### SPECIAL CONDITIONS

Clause 1. This Contract may be entered into and becomes binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other party (or a photocopy, electronic copy or facsimile copy of the same) and transmitting a facsimile copy or electronic copy thereof to the other party or to the other party's agent or solicitors.

Clause 2. The Vendor acknowledges that the deposit held by the Stakeholder/Trustee is an amount less than the commission and irrevocably authorises and directs the purchaser and/or the purchaser's Solicitors to pay to the Vendor's Agent on the date for completion from the balance of the purchase monies, the amount of the commission less the amount held by the Stakeholder/Trustee herein.

Clause 3. The Buyer will be entitled to a due diligence period to undertake their due diligence on the Property for a period of 14 days after the Contract Date (the Period). This special condition is for the benefit of the Buyer only. If the Buyer advises the Seller or the Seller's Agent, before or at the end of period that, for any reason whatsoever, they are not satisfied with their due diligence, the Buyer will be entitled to terminate this Contract and will be entitled to a full refund of their Deposit and will not be subject to any termination penalty (for example, under a cooling-off period).

Clause 4. The Seller grants the Buyer the right to access the Property during the settlement period for trades to measure and quote.

Clause 5. The Seller agrees to allow the Buyer and the Buyer's property managers to access the Property for the purpose of tenant viewings prior to settlement.

Clause 6. The Seller agrees to allow the Buyer and the Buyer's property managers to access the Property to conduct building inspections and other professional service inspections as required, prior to settlement.

Clause 7. The Seller will allow the Buyer to use the photographs of the sales agent for the purpose of advertising the Property for lease, prior to settlement.

Refer to Annexure A

### SETTLEMENT

30 Days From Contract Date

Settlement Date:

Place for Settlement: BRISBANE

← or the next Business Day if that is not a Business Day in the Place for Settlement.

← If Brisbane is inserted, this is a reference to Brisbane CBD.

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## Annexure A

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Clause 8. This Buyer agrees to lease the property back to the Seller on and from the date for completion for a period of two(2) months at a monthly rental of \$2,000 to be paid by the Seller to the Buyer monthly in advance from the date of settlement. The Seller shall pay a bond of equal to four weeks rent upon completion. The parties agree that the terms of the tenancy shall be those as are contained in the standard RTA Residential Tenancy Agreement a copy of which is annexed hereto and the parties agree to execute the tenancy agreement contemporaneously with completion of this Contract.

Clause 9. The Seller agrees to allow the Buyer and the Buyers property managers to access the Property for the purpose of tenant viewings during the rent back period

The rent back period will be from Saturday 22/02 to Saturday 18/04.

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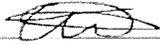
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**SIGNATURES**

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)

Deposit Holder: \_\_\_\_\_ *← Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.*

## TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

### 1. DEFINITIONS

#### 1.1 In this contract:

- (1) Terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) Unless the context otherwise indicates:
- (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, adjusted under clause 2.6;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"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);
- (i) **"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;
- (j) **"Compliance or Exemption Certificate"** means:
- (i) a Pool Safety Certificate; or
  - (ii) a Building Certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*;
  - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
- (m) **"Court"** includes any tribunal established under statute;
- (n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (o) **"Encumbrances"** includes:
- (i) unregistered encumbrances;
  - (ii) statutory encumbrances; and
  - (iii) Security Interests;
- (p) **"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)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (q) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
- (s) **"GST"** means the goods and services tax under the *GST Act*;
- (t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (u) **"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;
- (v) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (w) **"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;
- (x) **"Notice of No Pool Safety Certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
- (y) **"Notice of Nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
- (z) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
- (cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
- (i) the Inspection Date for the Building and/or Pest Inspection; or
  - (ii) 2 Business Days before the Settlement Date;
- (dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975 and Building Regulation 2006*;
- (ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;
- (ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (gg) **"Property"** means:
- (i) the Land;
  - (ii) the Improvements; and
  - (iii) the Included Chattels;
- (hh) **"Rent"** means any periodic amount payable under the Tenancies;

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- (ii) "Reserved Items" means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (jj) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (kk) "Transfer Documents" means:
  - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (ll) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

### 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a 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 Land and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
 in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) 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

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- (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 to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. 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(14), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (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 Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of 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).
- (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 cost of bank cheques payable at settlement:
  - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) 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.
- (14) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

## 3. FINANCE

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

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**4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY****4.1 Building and Pest Inspection**

- (1) This contract is conditional upon the Buyer obtaining a written Building Report from a Building Inspector and a written Pest Report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waive pursuant to clause 4.1(2).

**4.2 Pool Safety**

- (1) This clause 4.2 applies if:
  - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
  - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
  - (a) the issue of a Pool Safety Certificate; or
  - (b) a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued; by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - (a) the Buyer to arrange the inspection; and
  - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - (a) terminates this contract; or
  - (b) waives the benefit of this clause 4.2. The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2 ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

**5. SETTLEMENT****5.1 Time and Date**

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the Land Registry Office in or nearest to the Place for Settlement.

**5.2 Transfer Documents**

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor 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 Office of State Revenue 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) any instrument of title for the Land required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) 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
  - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

**5.4 Assignment of Covenants and Warranties**

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

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

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(4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 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 Land and the Improvements 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).

#### 5.7 Consent to Transfer

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

### 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 Suspension of Time

- (1) This clause 6.2 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 6.2(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 6.2:

(a) "**Affected Party**" means a party referred to in clause 6.2(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;

(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) 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 Land is sold subject to:

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

#### 7.2 Encumbrances

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

#### 7.3 Requisitions

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

#### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
  - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
  - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.

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- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
- there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - 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 EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
- terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
  - complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

#### 7.5 Survey and Mistake

- The Buyer may survey the Land.
- If there is:
  - an error in the boundaries or area of the Land;
  - an encroachment by structures onto or from the Land; or
  - a mistake or omission in describing the Property or the Seller's title to it;
 which is:
  - immaterial; or
  - material, but the Buyer elects to complete this contract;
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

#### 7.6 Requirements of Authorities

- Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
  - if issued before the Contract Date, by the Seller before the Settlement Date;
  - if issued on or after the Contract Date, by the Buyer.
- If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.

- Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.
- Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

#### 7.7 Property Adversely Affected

- If at the Contract Date:
  - the Present Use is not lawful under the relevant town planning scheme;
  - 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;
  - access or any service to the Land passes unlawfully through other land;
  - any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - there is an outstanding condition of a development approval attaching to the Land 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)(c);
  - the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
  - there is a charge against the Land under section 104 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 on or before settlement.
- 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.
- The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

#### 7.8 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 Land 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:

- once to read any meter;

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- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

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

### 8.4 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (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; and
- (4) further copies or details if those previously given cease to be complete and accurate.

### 8.5 Possession Before Settlement

If possession is given before settlement:

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

## 9. PARTIES' DEFAULT

### 9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract or any right at law or in equity, 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.

### 9.2 If Seller Affirms

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

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

### 9.3 If Buyer Affirms

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

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

### 9.4 If Seller Terminates

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

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

### 9.5 If Buyer Terminates

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

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

### 9.6 Seller's Resale

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

### 9.7 Seller's Damages

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

### 9.8 Buyer's Damages

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

### 9.9 Interest on Late Payments

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

## 10. GENERAL

### 10.1 Seller's Agent

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

### 10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

### 10.3 Duty

The Buyer must pay all duty on this contract.

### 10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.

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- (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.

#### 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.

#### 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.

#### 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

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except Clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

#### 11.2 Completion of Electronic Workspace

- (1) 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.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) 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.
- (4) 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 prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;

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- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11(4)(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(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), (e) and (f) 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)(d)) 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, Office of State Revenue, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

### 11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:

- (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

### 11.6 Costs

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

### 11.7 Definitions for clause 11

In clause 11:

"Digitally Sign" and "Digital Signature" have the meaning in the ECNL.

"ECNL" means the Electronic Conveyancing National Law (Queensland).

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

"Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.

"Electronic Settlement" means settlement facilitated by an ELNO System.

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

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

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

"Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

## 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.

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# Property occupations Form 8 Notes

## 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.



# Property occupations

# Form 8



## 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

### Part 1—Selling agents details

Please tick appropriate box.

Aspley Property Partners Pty Ltd trading as Ray White Aspley

Name .....

Licence number /  Registration number. 4222965 .....

### Part 2—Property details

Please provide details of the property.

RESIDENTIAL

Description of property .....

Address 89 LUCAN PLACE, .....

Suburb ASPLEY ..... State QLD ..... Postcode 4034 .....

Lot 55 ..... Plan RP92656 .....

Title reference 13301164 ..... Parish/County .....

### Part 3—Selling agent's disclosure

#### 3:1 Benefits

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

- a) You have any relationship (personal or commercial) with that person or entity to whom you have referred the buyer; and/or
- 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.

For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.

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)
RevaBrokingP/L&/or	Business relationship	Approx. 0.7% initially	.....
Ray White Financial	&/or finance referrals	and 0.25% of loan	.....
Services &/or Loan	&/or insurance	balance ongoing &/or	.....
Market&/or Australian	referrals	25% of the insurance	.....
Finance Group Ltd	.....	premium initially and	.....
&/or Reva Insurance.	.....	ongoing.	.....

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.

#### 3:2 Benefits other than by referral

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.

For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.

Payment type	Entity receiving payment	Benefit (\$ or value)
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

### 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 LUC RANCE

Signature  Date 

2	2	/	0	1	/	2	0	2	0
D	D		M	M		Y	Y	Y	Y

### Part 6—Buyer's acknowledgement

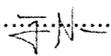
I/we have not yet entered into a contract for the purchase of the property described in section 2. This form has been explained to me/us by the selling agent and I/we understand the nature and effect of the disclosures made in this form.

Name Tuna Kutsal

Signature  Date 

2	2	/	0	1	/	2	0	2	0
D	D		M	M		Y	Y	Y	Y

Name Jackson Nunn

Signature  Date 

2	2	/	0	1	/	2	0	2	0
D	D		M	M		Y	Y	Y	Y

## **BUYER SEARCHES LIST – Residential Contracts**

PLEASE COMPLETE AND RETURN AS SOON AS POSSIBLE AND BY NO LATER THAN 10 FEBRUARY 2020

This list is not exhaustive of enquiries that can be undertaken. Other enquiries may be necessary depending upon the nature, location and use of the property. If you have any issues of particular concern in buying the property that may affect your decision to proceed you should contact us as soon as possible as there may be other searches that we can conduct that may assist.

While some of the searches listed below provide no contractual rights, you may wish to order some of the searches during any applicable cooling off or due diligence period. Please see the Buyer Letter for more information. Even if you order searches immediately they may not be received before the end of any applicable cooling off or due diligence period.

**STANDARD SEARCHES – ALL CONVEYANCES**

Search / Enquiry	Buyers rights	Suggested timing	Approximate Cost	Search required (tick response)
<b>TITLE INVESTIGATIONS</b>	Termination under contract – (if material defect).			Standard
<b>Current title search</b>	Compensation – (if material or immaterial defect and buyer gives notice prior to settling).	Now + settlement date	\$20.00-\$25.00	<b>We will require these searches in order to properly advise you on the contract and your rights.</b>
<b>Registered plan</b>	Termination or compensation under contract – (if warranties inaccurate) including that the seller must be the registered owner at the time of settlement.	Now	\$20.00-\$25.00	
<b>Registered encumbrances, interests and administrative advices</b>		Now	\$42.95 / search	
Real property description, title reference, encumbrances, registered leases, location of land, caveats, lot entitlement, by-laws, details of progressive development of the scheme, administrative advices.				
<b>ENVIRONMENTAL PROTECTION AGENCY</b>	Termination or compensation under contract if seller fails to disclose notifiable activity or other circumstances that may lead to classification as contaminated.	Now	\$47.65 (online)	Standard
Determine if land is on the Environmental Management Register or Contaminated Land Register*  *Note: This search does not provide all the information under the <i>Environmental Protection Act 1994</i> that could potentially give rise to a statutory right of termination.	Termination must be exercised at least 2 business days prior to settlement. Claim for compensation must be made prior to settlement. Under statute, if property is on one of the applicable registers a buyer may terminate if the seller does not give disclosure before agreeing to sell. Termination must be exercised prior to settlement or possession, whichever is the earlier, or, if seller makes disclosure after the contract, within 21 business days of seller's notice.			Yes No
<b>LAND TAX</b>	Arrears of land tax are a defect in title which allows termination if not paid at settlement.	Contract signed	\$39.25	Standard
Whether there are any outstanding amounts payable for land tax (which may become payable by the buyer).	Note that the commissioner may issue a notice requiring a buyer to pay part of the purchase price equal to the unpaid land tax directly to the commissioner.			Yes No
<b>QLD TRANSPORT AND MAIN ROADS</b>	Termination under contract (at any time before settlement) if a current proposal in relation to 'transport infrastructure' that affects the land.	Contract signed (takes 12 business days)	\$36.50	Standard
<ul style="list-style-type: none"> <li>Roads</li> <li>Port authority (only if on the river)</li> <li>Rail</li> </ul> Current proposals, resumption information for roads, ports and rail. (Queensland Transport will not provide information on proposals for resumptions not currently approved)				Yes No
<b>LOCAL GOVERNMENT ENQUIRIES</b>	Enquiries may provide termination under contract (at any time before settlement) if:			
Set out below are possible enquiries available through the local government.	<ul style="list-style-type: none"> <li>use of property is unlawful;</li> <li>services pass unlawfully over land.</li> </ul>			
<ul style="list-style-type: none"> <li><b>Rates search</b></li> </ul> Rates information. Outstanding infrastructure charges will not generally be shown in a rates search. For details of outstanding infrastructure charges, a standard or full planning and development certificate must be obtained. A rates search may show outstanding notices issued and required to be disclosed under Local Law 17. However, the rates search may not fully show whether other Local Law 17 disclosure or maintenance obligations apply. Additional investigations are necessary. See the Report for more detail.	Allows for adjustment in accordance with the contract.  <b>Gold Coast City Council Local Law 17</b> (Maintenance of Works in Waterway Areas)  If the property is in the Gold Coast City Council local government area, disclosure obligations, termination rights and/or ongoing maintenance obligations may apply.	Contract signed (takes 12 business days)	\$175.00 - fast track: \$292.00	Standard Yes No

Search / Enquiry	Buyers rights	Suggested timing	Approximate Cost	Search required (tick response)
<ul style="list-style-type: none"> <li><b>Town Planning (limited)</b> (only standard recommendation if not in a Community Titles Scheme)</li> </ul> <p>Town planning information (zoning, use, future use), summary of the provisions of planning scheme and regulatory provisions applying, any designations applying to the premises.</p> <p>May show if the property cannot be used as intended.</p>	See above.	Contract signed (takes 12 business days)	\$130.30	Standard Yes No
<ul style="list-style-type: none"> <li><b>Sewerage and drainage plans</b></li> </ul> <p>Position of sewerage and drainage pipes.</p> <p>May show if the property cannot be used as intended.</p>	See above.	Contract signed	\$42.00	Standard Yes No
<ul style="list-style-type: none"> <li><b>Building Notices Search</b> (Property Notices Search in BCC)</li> </ul> <p>Information about show cause and enforcement notices.</p>	Termination under contract prior to settlement if a notice has issued prior to the Contract Date.	Contract signed	\$77.75 (often included in rates search)	Standard Yes No
<p><b>ENERGEX/ERGON</b></p> <p>Shows:</p> <ul style="list-style-type: none"> <li>if the property is connected under normal tariff conditions;</li> <li>if the property is connected under guarantee conditions and the amount of the guarantee;</li> <li>if the property is not connected upon what conditions it may be connected;</li> <li>whether there are any underground cables running through the property.</li> </ul>	Termination under contract if there is an undisclosed easement over cables that is material. Compensation is also possible for an undisclosed easement over cables that is material (where the buyer doesn't terminate) or immaterial but must be claimed prior to settlement of the contract.	Contract signed (takes 14 business days)	Energex \$49.50-\$72.00 Ergon \$27.45	Standard Yes No
<p><b>TELCO</b></p> <p>Major telecommunication network cables (including Optic Fibre) belonging to Telstra, Optus, UEComm, AAPT and PowerTel and other providers that pass through the property and information on communications network that may impact on the property.</p>	No contractual termination rights.	Now	\$120.00	Standard (although unlikely to be relevant for a community titles scheme) Yes No
<p><b>QCAT TREE REGISTER AND MINOR CIVIL DISPUTE FENCE DECISION SEARCHES</b></p> <p><b>Online search for orders</b> (<a href="http://www.qcat.qld.gov.au">www.qcat.qld.gov.au</a>)</p> <p>Details of orders in relation to trees and fences on the property under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i>.</p> <p><b>Physical Inspection of QCAT records in QCAT registry for tree and dividing fences applications</b></p> <p>Details of applications and orders in relation to trees and fences on the property under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i>.</p> <p><b>Note:</b> Details of QCAT orders in relation to trees and fences can be searched online but details of applications can only be searched by attending the QCAT registry. Warning – this search of applications and notices can take some time to receive results (and may even be received after settlement). Search still advisable as may identify termination or other rights. Our letters and documents have more information.</p>	Termination prior to settlement under statute if seller doesn't give a copy of any tree application or order prior to contract.	Now and preferably also a second search just prior to settlement	Free	Standard (plus also standard over common property if property is in a community titles scheme) Yes No
	Termination under contract may also be possible.	Now and preferably also a second search just prior to settlement (if possible having regard to length of time to receive physical searches)	Depends on the agent engaged to conduct search	Standard (plus also standard over common property if property is in a community titles scheme) Yes No

Search / Enquiry	Buyers rights	Suggested timing	Approximate Cost	Search required (tick response)
<b>MINING AND OTHER GEOTHERMAL TENURES (ONLINE)</b> Details of mining, petroleum, gas storage or geothermal tenures granted. <b>Note:</b> access agreements with holders of mining, petroleum, gas and other geothermal tenures on the land or on adjoining property are binding on successors in title. These agreements will not appear on the register and inquiries should be made of the seller.	No contractual termination rights (unless an access agreement).	Contract signed	Free	Standard (if in known mining or gas area, but otherwise optional) Yes No
<b>COURT REGISTERS – Supreme, District and Federal Courts and QCAT</b> Shows: <ul style="list-style-type: none"> <li>if an action has been commenced by or against the seller;</li> <li>the nature of any action commenced;</li> <li>copies of all originating summons, interlocutory proceedings, orders, appeals, bills of costs and writs.</li> </ul>	Termination under contract if there is a judgment, order or writ issued affecting the property, including where seller is bankrupt.	Contract signed	Free	Standard Yes No
<b>BANKRUPTCY REGISTER</b> The bankruptcy register should provide information concerning name of bankrupt, dates of bankruptcy, and orders.	Termination under contract if judgment, order or writ issued affecting the property, including where seller is bankrupt.	Contract signed	\$15.00	Standard Yes No
<b>PERSONAL PROPERTY SECURITIES REGISTER</b> Details of any personal property affected by a registered security interest - important as assets you may be buying could be repossessed.	Seller contractually sells the property (land, improvement and chattels) free from encumbrances. If a security interest is not released at settlement by delivery of a Release and Undertaking to Amend the Register then it may entitle termination.	Now + settlement date	\$7-\$11 per search	Standard (if personal property forms part of the transaction and advisable even if it does not) Yes No
<b>AUSTRALIAN SECURITIES AND INVESTMENT COMMISSION</b> (if corporate seller or buyer)	Termination under contract if a breach of a warranty.			
<b>Company search</b> Details of corporation including directors and ABN.		Now + settlement date	\$9-17 per search	Standard Yes No
<b>Organisation &amp; Business Names search</b> Organisation name, ABN, type of company, registration date and whether the organisation holds a professional licence or registration.		Now	Free	Standard Yes No
<b>POOL SAFETY REGISTER</b> This search shows whether there is: <ul style="list-style-type: none"> <li>a pool on the land;</li> <li>a current pool safety certificate for the property;</li> <li>a revocation notice for a pool safety certificate under s 246AG <i>Building Act 1975</i>.</li> </ul>	If there is a pool on the land and no pool safety certificate was given at contract, the contract is subject to the buyer being satisfied that a pool safety certificate can be issued. The buyer, acting reasonably may terminate if no pool safety certificate issues prior to the Pool Safety Inspection Date under Contract.  If there is a revocation notice under s 246AG <i>Building Act 1975</i> issued prior to contract, buyer may terminate.	Now	Free	Standard Yes No
<b>TRANSPORT NOISE CORRIDOR</b> If the property is in a noise corridor, the <a href="#">Queensland Development Code</a> requires buildings to achieve certain levels of noise mitigation through the use of appropriate materials for the floor, walls, roof, windows and doors where they are located in the corridor.	No contractual termination rights if the property is in a noise corridor.	Now  (A search should be undertaken early in the conveyance so that a buyer can exercise other termination rights if necessary.)	Free	Standard Yes No

## OPTIONAL SEARCHES – ALL CONVEYANCES

Search / Enquiry	Buyers rights	Suggested timing	Approximate Cost	Search required (tick response)
<b>COMPUTER INVENTORY OF SURVEY PLANS (Radial search)</b> (available from Department of Natural Resources and Mines or its distributors) May point to previous surveys which can then be obtained.	Termination under contract if material defect. Compensation if buyer completes and defect material or immaterial. Claim for compensation must be notified prior to settlement.	Contract signed	\$24.75	Optional Yes No
<b>QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION</b> Details of insurance cover for the property.	No contractual termination rights.	Contract signed	\$42.70	Optional Yes No
<b>LOCAL GOVERNMENT ENQUIRIES</b>				
<ul style="list-style-type: none"> <li><b>Special water meter reading</b></li> </ul> Allows for adjustment in accordance with the contract (particularly prevents liability for large water costs if leak has occurred or other high usage).	No contractual termination rights.	Contract signed (takes 14 days)	\$49.35 QUU	Optional Yes No
<ul style="list-style-type: none"> <li><b>Town Planning (standard)</b></li> </ul> As per limited town planning advice above, however additional information obtained will generally only be relevant for future development or checking compliance of existing development. Per limited search (see above) plus copy of decision notices for current and declined development approvals, copy of infrastructure agreements and charges details.		Contract signed (takes 12 business days)	\$568.35	Optional (but advisable if you intend to develop or need to check development is compliant) Yes No
<ul style="list-style-type: none"> <li><b>Town Planning (full)</b></li> </ul> As per standard town planning advice above, however Council will be bound by the information provided in the certificate which can provide additional protection if you are considering future development. Per standard search (see above) plus statement re fulfilment or non-fulfilment of any current development conditions, details of infrastructure agreements, advice of prosecutions for development offences.		Contract signed (takes 30 business days)	\$3,098.60	Optional (but advisable if you intend to develop or need to check development is compliant) Yes No
<ul style="list-style-type: none"> <li><b>Building approval search</b></li> </ul> Details of building approvals and inspections.	No contractual termination rights for lack of building approvals.	Now	Building records \$77.75 - fast track: \$159.50	Optional (but advisable if you intend to build or renovate) Yes No
<ul style="list-style-type: none"> <li><b>Health Department search</b></li> </ul> Whether the property is registered with the Health Department and any contraventions.	No contractual termination rights.	Contract signed	TBA (if required)	Optional (but advisable if business conducted) Yes No
<ul style="list-style-type: none"> <li><b>Heritage search</b></li> </ul> Whether property listed on heritage register or any heritage agreements in existence.	Contractual termination right (at any time before settlement) if listed on register or is affected by <i>Queensland Heritage Act</i> .	Contract signed	Search City Plan	Optional (relevant if building more than 50 years old) Yes No

Search / Enquiry	Buyers rights	Suggested timing	Approximate Cost	Search required (tick response)
<ul style="list-style-type: none"> <li><b>Online Planning and Development System search</b> (availability depends on Local Government area)</li> </ul> <p>Some Local Governments provide free online searches that provide some, but not necessarily all, Development Application materials and decisions. The information may not be complete and is not warranted by Council.</p> <p>The information shows applications (whether approved or not) and approvals and may include development conditions that run with the land (i.e. bushfire management plans and other ongoing conditions of approval).</p>	No contractual termination rights.	Contract signed	Free	Optional (but advisable particularly if a standard or full town planning search is not being conducted or development is intended) Yes No
<ul style="list-style-type: none"> <li><b>Flood search</b></li> </ul> <p>Whether the property has flooded and the level of the last flood. (Brisbane City Council has online flood search and State Government Flood Checker has historical data).</p>	No contractual termination rights.	Now	\$0.00	Optional (but advisable if land located near a waterway or in a flood prone area or you intend to build on the land) Yes No
<ul style="list-style-type: none"> <li><b>Vegetation Protection Orders</b></li> </ul> <p>Details of whether vegetation on the property is protected vegetation or subject to an order (Brisbane this is under Natural Assets Local Law).</p>	No contractual termination rights.	Contract signed	Free	Optional (but advisable for purchase of properties near waterways, bushland or is rural to be developed) Yes No
<b>VEGETATION MANAGEMENT (State)</b> (Department of Natural Resources and Mines)  Details of: <ul style="list-style-type: none"> <li>Vegetation Clearing Applications;</li> <li>Regrowth Vegetation Notifications;</li> <li>Vegetation offsets.</li> </ul>	No contractual termination rights.	Contract signed	TBA (if required)	Optional (but advisable if the property is being purchased for development) Yes No
<b>COASTAL DEVELOPMENT APPROVAL (Sanctions on construction of jetties)</b>  Details of: <ul style="list-style-type: none"> <li>the date of any sanction issued;</li> <li>nature of the works sanctioned.</li> </ul>	No contractual termination rights.	Contract signed	\$143.30	Optional (advisable if the property has a jetty or other construction over water) Yes No
<b>COASTAL MANAGEMENT</b>  Whether the land is within a coastal management control district or an erosion-prone area and therefore the provisions of the <i>Coastal Protection and Management Act 1995</i> applies.	No contractual termination rights.  Right to terminate under <i>Coastal Protection and Management Act 1995</i> , which requires notice at least 14 days prior to settlement of an undischarged coastal protection notice under s.59 or an undischarged tidal works notice under s.60.	Contract signed	Free	Optional (if property is located in a coastal area (beach or harbour area) this search is advisable) Yes No
<b>WORLD HERITAGE LIST</b>  Whether property listed on the heritage list.	Termination under contract (at any time before settlement) if on World Heritage List or affected by <i>Queensland Heritage Act</i> .	Now	Free	Optional Yes No
<b>NATIONAL HERITAGE LISTING</b>  Information on indigenous, natural and historic sites on the register.	Termination under contract (at any time before settlement) if on World Heritage List or affected by <i>Queensland Heritage Act</i> .	Contract signed	Free	Optional Yes No
<b>QUEENSLAND HERITAGE REGISTER</b>  Whether property is listed on heritage register or any heritage agreements in existence.	Termination under contract (at any time before settlement) if affected by <i>Queensland Heritage Act</i> .	Contract signed	\$39.95	Optional Yes No

Search / Enquiry	Buyers rights	Suggested timing	Approximate Cost	Search required (tick response)
<b>ATSI CULTURAL HERITAGE REGISTER AND DATABASE (DNRM)</b> Whether property listed on heritage register or any heritage agreements in existence.	No contractual termination rights.	Contract signed	\$0.00	Optional Yes No
<b>ENVIRONMENT PROTECTION AND BIODIVERSITY CONSERVATION ACT (CTH)</b> Information about protection of world and national heritage places, wetlands of international importance, biodiversity conservation, threatened and migratory species, marine areas and parks and nuclear actions.	No contractual termination rights.	Now	Free	Optional (but advisable if buying vacant land for development) Yes No
<b>POWERLINK</b> Information concerning the Authority's future interest in the property, easements and transmission lines.	Termination under contract if an undisclosed easement over cables that is material. Compensation (no election to terminate) if an undisclosed easement over cables that is material or immaterial. Must be claimed prior to completion. No right if the easement is a proposed easement.	Contract signed	\$35.50-\$67.00	Optional (generally only relevant for large rural or commercial properties) Yes No
<b>UNEXPLODED ORDNANCE (UXO)</b> (Department of Defence) Details of whether a site may have potential UXO contamination.	No contractual termination rights.	Contract signed	Free	Optional (generally only necessary for non-urban properties) Yes No
<b>FISH HABITATS</b> (Department of National Parks, Recreation, Sport and Racing) Details of whether a site may be affected by a declared fish habitat area (which may limit coastal development).	No contractual termination rights.	Contract signed	Free	Optional (if property is located in a coastal area (beach or harbour area) this search is advisable) Yes No
<b>QLD FIRE AND EMERGENCY SERVICES</b> (This only applies to commercial buildings and units) Whether a fire safety report has been issued for the property, whether the property complies.	No contractual termination rights.	Contract signed	\$138.00	Optional Yes No

### BUYER ARRANGED SEARCHES - you are strongly advised to obtain

Search / Enquiry	Buyers rights	Suggested timing	Approximate Cost	Search required (tick response)
<b>PEST INSPECTION/BUILDING INSPECTION</b> Only of benefit after contract if standard or special condition in contract. Information concerning the condition of the property.	Termination under contract only if a reasonable buyer would consider the report unsatisfactory.	Contract signed	Depends on inspector engaged by you	Optional (although you are strongly advised to obtain) <b>You must</b> arrange these reports.
<b>SURVEY</b> Identify the boundaries of the land, the area and location of improvements.	Termination under contract if material defect. Compensation under contract if buyer completes and defect material or immaterial. Claim for compensation must be notified prior to settlement.	Contract signed	Depends on surveyor engaged by you	Optional (although you are strongly advised to obtain a survey) <b>You must</b> arrange a surveyor to conduct a survey if you choose to.

**PLEASE COMPLETE, SIGN AND RETURN THIS FORM TO US AS SOON AS POSSIBLE**

By signing and returning this form, you acknowledge that:

1. We have advised you to undertake all applicable standard searches;
2. Failure to undertake standard searches may (amongst other things):
  - a. mean that rights of termination and compensation are not identified;
  - b. defects in the property, or the title to it, may not be identified; and
  - c. result in loss or cause additional expense to you;
3. You instruct us to undertake the Optional searches as marked Yes; and
4. You acknowledge that you will incur additional search costs and may (depending on our fee arrangements) incur additional legal fees in carrying out the Optional Searches.

**Signed by Client 1:**

Name: JACKSON NUNN

Signature: ..... Date: .....

**Signed by Client 2:**

Name: TUNA KUTSAL

Signature: ..... Date: .....

**TRUST ACCOUNT AUTHORITY**

To:	<b>Clinch Long Woodbridge SSA</b>	Ref:
Client:	<b>Jackson Nunn and Tuna Kutsal</b>	
Re:	<b>Purchase of 89 Lucan Ave, Aspley QLD</b>	

I instruct you to act on my behalf and to take such steps as may be necessary for the proper conduct of the matter including the payment from your Trust Account of outlays and disbursements including any GST which may be incurred by you in the course of carrying out my instructions. On the completion of the matter or the rendering to me of a tax invoice for fees and outlays, you are authorised to deduct the amount shown on that invoice from monies which may be lodged into your Trust Account on my behalf.

For the purposes of the GST laws you are appointed as my Agent for the conduct of this matter or any other matters you attend to on my behalf, particularly in the payment of monies or incurring outlays on my behalf for the supply of any goods or services or the payment of any tax, fee or charge on my behalf. I acknowledge that you will not be liable for any omission to act as my Agent as described in this paragraph, in circumstances where you are unable or deem it in appropriate to do so.

I note you will, on completion of the work, retain any papers to which I am entitled, but keep them in your possession (except documents deposited in safe custody) for no more than 7 years and you have my authority to destroy the file 7 years after the date of the final bill rendered by you in this matter.

**ESTIMATED FEES AND OUTLAYS:**

Professional Fees	\$2,200.00	inclusive of GST
Estimated Outlays	\$550.00	inclusive of GST
Stamp Duty	\$19,656.00	

Date: ..... 2020

.....

JACKSON NUNN AND TUNA KUTSAL