

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller **Dangola Bare Investments Pty Ltd ACN 629 425 172 trustee under instrument 719271685**

Property address
(referred to as the “property” in this statement) **2/20 PINE AVENUE, BEENLEIGH QLD 4207**

Lot on plan description **2/BUP11350**

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:
	☒ Yes ☐ No
	<i>If Yes, refer to Part 6 of this statement for additional information</i> <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

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

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.						
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☒ Yes ☐ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: <table><tr><td>» the start and end day of the term of the lease:</td><td>19/1/2026 - 19/7/2026</td></tr><tr><td>» the amount of rent and bond payable:</td><td>\$540/week; \$2160 (bond)</td></tr><tr><td>» whether the lease has an option to renew:</td><td></td></tr></table> Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:	» the start and end day of the term of the lease:	19/1/2026 - 19/7/2026	» the amount of rent and bond payable:	\$540/week; \$2160 (bond)	» whether the lease has an option to renew:	
» the start and end day of the term of the lease:	19/1/2026 - 19/7/2026						
» the amount of rent and bond payable:	\$540/week; \$2160 (bond)						
» whether the lease has an option to renew:							
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Rights and interests reserved to the Crown by Deed of Grant No. 14459014 (POR 187)						
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 18/7/2025 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.						

Part 3 – Land use, planning and environment

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

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

Part 4 – Buildings and structures

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

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

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$696.73 Date Range: 1/4/2026 - 30/6/2026
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: Date Range:
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: \$284.13 Date Range: 1/4/2026 - 30/6/2026

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

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

Signatures – SELLER

DocuSigned by:
Felice Dangola
3D00352EE31A45E...

Signed by:
Lisa Laura Eileen D'angola
CB607400FF5445D...

Signature of seller
Felice Dangola as Director ofDangola Bare Investments Pty Ltd ACN 629 425 172 trustee under instrument 719271685

Name of Seller

24 June 2026 | 10:41 PM AEST

Date

Signature of seller
Lisa Laura Eileen Dangola as Director of Dangola Bare Investments Pty Ltd ACN 629 425 172 trustee under instrument

Name of Seller

24 June 2026 | 10:40 PM AEST

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	18220145	Search Date:	22/06/2026 10:24
Date Title Created:	31/10/1991	Request No:	56601515
Previous Title:	18215150		

ESTATE AND LAND

Estate in Fee Simple

LOT 2 BUILDING UNIT PLAN 11350

Local Government: LOGAN

COMMUNITY MANAGEMENT STATEMENT 4228

REGISTERED OWNER

Dealing No: 719271685 21/02/2019

DANGOLA BARE INVESTMENTS PTY LTD A.C.N. 629 425 172 TRUSTEE
UNDER INSTRUMENT 719271685

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 14459014 (POR 187)
2. MORTGAGE No 719271686 21/02/2019 at 09:57
PERPETUAL CORPORATE TRUST LIMITED A.C.N. 000 341 533

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

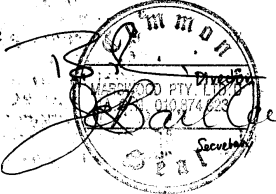
Building Units and Group Titles Act 1980-1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1988
(Form 1)

COMPLETED

NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
Sheet No. 1 of 8 Sheets

ANNEXURE 1 TO SHEET 1
MADE 29 OCT 1991

BUILDING UNITS PLAN NO. 11350

SIGNATURE OF REGISTERED PROPRIETOR : 

NAME OF REGISTERED PROPRIETOR : MARSWOOD PTY LTD

ADDRESS : PO BOX 271
BEENLEIGH 4207

REFERENCE TO TITLE: VOL: 8215 FOLIO: 150

DESCRIPTION OF PARCEL : LOT 5 ON RP 812762

COUNTY : WARD

PARISH : BOYD

CITY :  CM 4.22
BUP11350

NAME OF BODY CORPORATE : THE PROPRIETORS "CONIFER PLACE"
Building Units Plan No: 11350

ADDRESS at which documents may be served : ~~PO BOX 271~~
BEENLEIGH 4207
C/- RAINE & HORNE
109 CITY ROAD
BEENLEIGH, QLD 4207

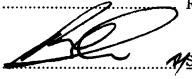
BUILDING UNITS PLAN NO: 11350

REGISTERED : 4.15pm
29 OCT 1991 

REGISTRAR OF TITLES

Surveyor's Reference : 383

Local Authority Reference : 555/12-837

 SHIRE CLERK

Council of the Shire of Albert

(PAUL ERNEST STEVENS) 

Charted on T.M. BEENLEIGH Sh.6

11350
Plan K 803842^w
Easement K 803843^y
precode

 601131262
K803846G DATA TAKEON

Receipt No.	
Lodgement	234 90
New Titles	568
Endts on N/Ts	
Photocopies	104
Total	\$906 90
Deed by <u>ESandaw</u>	
FEEZ RUTHNING Solicitors & Notaries RIVERSIDE CENTRE 123 EAGLE STREET BRISBANE, Q.4000 GEP	

ANNEXURE / TO SHEET NO. 1

OF BUILDING UNITS PLAN NO. 11350 ON

29 OCT 1991 *Planned* REGISTRAR OF TITLES.

Easement No. K591307W in favour of the within common property over Easement B on R.P. 807913 Produced 27 Mar 1991 registered 24 May 1991

Easement No. K623849J in favour of the within common property over Easement A on R.P. 807913 Produced 1 May 1991 Registered 24 May 1991

Easement No. K803843Y to Council of the Shire of Albert over easement A on R.P. 812762 Produced 11 Oct 1991 recorded 29 OCT 1991 *Planned*

No. K846143W NOTIFICATION OF CHANGE OF ADDRESS FOR SERVICE OF NOTICES RECORDED 25 NOV 1991 *Planned* REGISTRAR OF TITLES

No. K846144Y NOTIFICATION OF CHANGE OF BY LAWS RECORDED 25 NOV 1991 *Planned* REGISTRAR OF TITLES

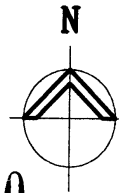
Easement No K846139E to lot 103 on RP 812762 over Easement A on RP 812762 Produced 19 Nov 1991 Recorded 23 DEC 1991 *Planned*

Easement No K846140N to lot 103 on RP 812762 over Easement C on RP 812762 Produced 19 Nov 1991 Recorded 23 DEC 1991 *Planned*

No. L432189B NOTIFICATION OF CHANGE OF BY LAWS RECORDED 15 APR 1993 *Planned* REGISTRAR OF TITLES

C

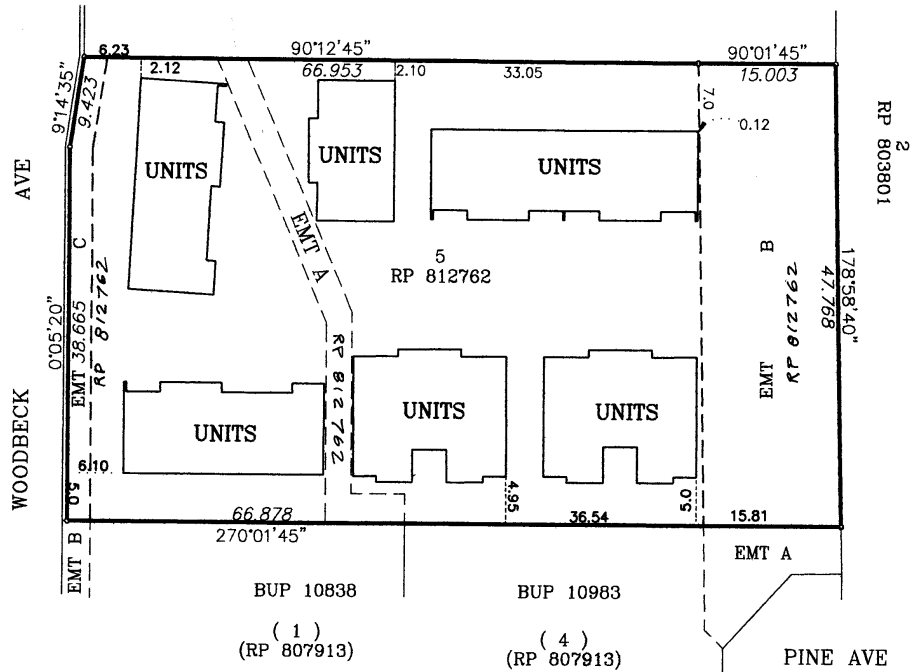
Building Units and Group Titles Act 1980-1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1988



NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
Sheet No. 2 of 8 Sheets

BUILDING UNITS PLAN NO. 11350

103
RP 812762



SCALE 1 : 500

Amendments by
Licensed Surveyor
Date 25.10.91

SIGNATURE OF REGISTERED PROPRIETOR :

Director

Secretary

SHIRE CLERK
Council of the Shire of Albert

Building Units and Group Titles Act 1980-1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1988

NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
Sheet No. 3 of 8 Sheets

BUILDING UNITS PLAN NO. 11350

Duncan Paruig Fancourt McDONALD
I, ~~Ray Arthur SOMERVILLE~~, of Springwood, Licensed Surveyor registered under the Surveyors Act 1977-1989
hereby certify that :-

- (a) The building shown on the *building units plan/~~building units plan of resubdivision~~ to which this certificate is annexed is within the external surface boundaries of the parcel the subject of the said plan subject to paragraph (b) of this certificate;
- (b) (i) ~~Where eaves or guttering project beyond such boundaries an appropriate easement has been granted as an appurtenance of the parcel; and~~
- (ii) ~~Where the projection is over a road the local authority has consented thereto pursuant to the ordinances or by-laws as the case may be.~~

Dated this 12th day of JUNE 1991


Licensed Surveyor

*Delete whichever is inapplicable


SHIRE CLERK

Council of the Shire of Albert

Building Units and Group Titles Act 1980-1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1988
(Form 3)

NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
Sheet No. 4 of 8 Sheets

BUILDING UNITS PLAN NO. 11350

CERTIFICATE OF LOCAL AUTHORITY

The Council of the Shire of Albert hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan, has been approved by the Council of the Shire of Albert and that all requirements of the Local Government Acts 1936 - 1988 as modified by the Building Units And Group Titles Act 1980 - 1988 have been complied with in regard to the subdivision.

Dated this *Ninth* day of *October* 19*91*


..... CHAIRMAN

..... SHIRE CLERK


..... SHIRE CLERK

Council of the Shire of Albert

Building Units and Group Titles Act 1980-1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1988
(Form 6)

NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
Sheet No. 5 of 8 Sheets

BUILDING UNITS PLAN NO. 11350

I, JOHN CHARLES WILLIAMS, of NERANG

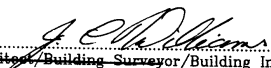
~~an architect within the meaning of the Architects Act 1985.~~

~~a building surveyor appointed by the Council of the Shire of Albert~~

a building inspector appointed by the Council of the Shire of Albert

hereby certify that the building shown on the *building units plan/~~building units plan of subdivision~~
to which this certificate is annexed has been substantially completed in accordance with the plans and
specifications approved by *~~Council of the Shire of Albert~~/a designated officer of the Council.

DATED this 4TH day of OCTOBER 19 91


.....
~~Architect/Building Surveyor/Building Inspector.~~


.....
SHIRE CLERK

Council of the Shire of Albert

Building Units and Group Titles Act 1980-1988
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1988
 (Form 8)

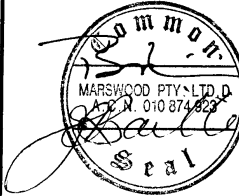
NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
 Sheet No. 6 of 8 Sheets

BUILDING UNITS PLAN NO. 11350

**SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO
 CURRENT CERTIFICATE OF TITLE**

Lot No.	Level	Entitlement	Current C's T.		Lot No.	Level	Entitlement	Current C's T.	
			Vol.	Fol.				Vol.	Fol.
1	A & B	1	8220	144					
2	A & B	1		145					
3	A & B	1		146					
4	A	1		147					
5	A	1		148					
6	A	1		149					
7	A	1		150					
8	A & B	1		151					
9	A & B	1		152					
10	A & B	1		153					
11	A & B	1		154					
12	A & B	1		155					
13	A & B	1		156					
14	A & B	1		157					
15	A & B	1		158					
16	A & B	1		159					
AGGREGATE		16			AGGREGATE				

SIGNATURE OF REGISTERED PROPRIETOR :

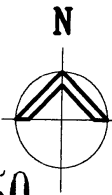
 Director
 Secretary

 SHIRE CLERK

Council of the Shire of Albert

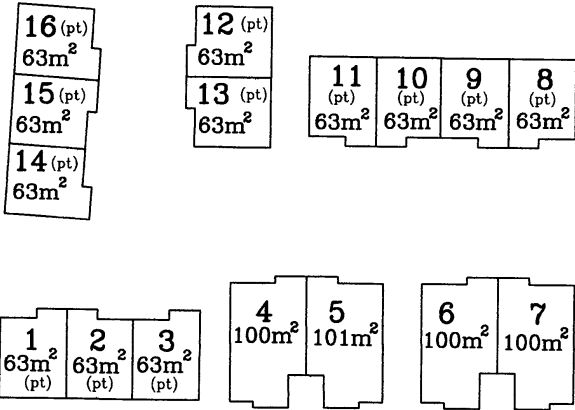
C

Building Units and Group Titles Act 1980-1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1988



NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
Sheet No. 7 of 8 Sheets

BUILDING UNITS PLAN NO. 11350
LEVEL A



SCALE 1 : 500

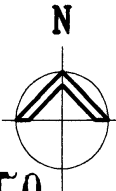
SIGNATURE OF REGISTERED PROPRIETOR :

[Signature]
Secretary

SHIRE CLERK

Council of the Shire of Albert

Building Units and Group Titles Act 1980-1988
BUILDING UNITS AND GROUP TITLES REGULATIONS 1988



NAME OF PARCEL : " CONIFER PLACE " Regulation 8(1)
Sheet No. 7 of 8 Sheets

BUILDING UNITS PLAN NO. 11350

LEVEL B

Amendments by 
Licensed Surveyor
Date 25.10.91

16 (pt)
57m²
15 (pt)
57m²
14 (pt)
57m²

12
57m²
(pt)
13
57m²
(pt)

11 10 9 8
57m² 57m² 57m² 57m²
(pt) (pt) (pt) (pt)

1 (pt) 2 (pt) 3 (pt)
57m² 57m² 57m²

SCALE 1 : 500

SIGNATURE OF REGISTERED PROPRIETOR :


Director Secretary


SHIRE CLERK

Council of the Shire of Albert

11350
113
S21 Review Fee and
See No. P75708
12-803040W
PP 810762
regular share and sample of
Wheeler PP 810762

Sheet 2, E and E
016
23.10.91

Registers
M
29.10.91

OK SC
29.10.91



ROY SOMERVILLE SURVEYS PTY. LTD.

LICENSED CONSULTING SURVEYORS & DEVELOPMENT CONSULTANTS

2/21 Dennis Road, Springwood Qld P.O. Box 1198, Springwood Q 4127

Springwood PH: 07 808 1791
Beenleigh PH: 07 807 2168
Jimboomba PH: 075 46 9988
Mobile PH: 018 72 1318
Fax PH: 07 808 5467

20 August 1991

Our ref: 383

I, DUNCAN McDONALD, Licensed Surveyor of 3/3464 Pacific Highway, Springwood, Queensland 4127, hereby certify that, as at the date of the Signing of my Certificate in Form 2 of the Building Units and Group Titles Regulations 1988, I have physically inspected the building known as "CONIFER PLACE" and certify that:-

it conforms to the Building Units Plan as submitted herewith:

unimpeded access is available to all meters;

meters are located on common property;

the Lots are numbered in accordance with the numbering on the Building Units Plan;

areas designated as parts of Lots (including garages) have been suitably identified and structurally divided;

all Lots in the building are physically connected to each other in an approved manner.

DUNCAN McDONALD
LICENSED SURVEYOR
ROY SOMERVILLE SURVEYS PTY LTD



Better communities.
The Whittles way.

357 Logan Road
Greenslopes QLD 4120

07 3917 6300
whittles.com.au

23/06/26

Whittles Brisbane Pty Ltd
ABN 18 116 746 340

ZENITH LEGAL
PO BOX 3347
LIVERPOOL, NSW, 2170

Dear Sir/Madam

Please find attached the Information Certificate as requested for Lot 2 "CONIFER PLACE CTS 4228", 20 PINE AVENUE, BEENLEIGH. Your reference CTS 4228 Lot 2.

Specific Information To This Lot:

No information

Upon settlement please ensure that a BCCM Form 8 is promptly supplied to Whittles at info.brisbane@whittles.com.au to ensure invoices are sent to the correct address.

Please include the buyer's current postal address, email address and phone numbers if possible and also if the property is being let the rental agent's details and where levy notices should be sent.

Yours faithfully

A handwritten signature in black ink, appearing to read "Rachel Vardanega", is written over a light blue horizontal line.

Rachel Vardanega
Body Corporate Manager

**Body corporate certificate***Body Corporate and Community Management Act 1997, section 205(4)*

This form is effective from 1 August 2025

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

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

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

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

- becoming an owner and contacting the body corporate ..Page 2
- details of the property and community titles scheme ..Page 3
- by-laws and exclusive use areas ..Page 4
- lot entitlements and financial information ..Page 5
- owner contributions and amounts owing ..Page 6
- common property and assets ..Page 8
- insurance ..Page 9
- contracts and authorisations ..Page 10

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 23/06/2026.

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme (Example - Seaview CTS 1234)

CONIFER PLACE CTS 4228

Body corporate manager

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

Is there a body corporate manager for the scheme?

YES. The body corporate manager is:

Whittles Brisbane Pty Ltd
 Rachel Vardanega
 PO Box 709
 Coorparoo QLD 4151
 info.brisbane@whittles.com.au
 07 3917-6300

Accessing records

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

☒ The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot Number: 2

Plan type and number: BUP 11350

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

☒ Standard Module

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

Layered arrangements of community titles schemes

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

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

☐ Yes

☒ No

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

Building management statement

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

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

☐ Yes

☒ No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

☐ The community management statement specifies the by-laws in Schedule 4 of the Body Corporate and Community Management Act 1997 apply to the scheme.

☐ A consolidated set of the by-laws for the scheme is given with this certificate.

Exclusive use areas

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

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

☐ Yes

☒ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are: (select all that apply)

☐ listed in the community management statement.

☐ given with this certificate.

Lot entitlements and financial information

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: 1

Total contribution schedule lot entitlements for all lots: 16

Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 16

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot 2 for the current financial year: \$2,630.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): 0.00%

Discount for on-time payments (if applicable): 10.00%

Lot 00002 has no amounts currently payable.

Administrative Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/12/25 to 28/02/26	\$755.00	01/12/25	\$75.50	01/12/25	04/12/25
01/03/26 to 31/05/26	\$625.00	09/04/26	\$62.50	09/04/26	10/04/26
01/06/26 to 31/08/26	\$625.00	01/06/26	\$62.50	01/06/26	03/06/26
01/09/26 to 30/11/26	\$625.00	01/09/26	\$62.50	01/09/26	
01/12/26 to 28/02/27 - Interim	\$625.00	01/12/26	\$62.50	01/12/26	

Sinking fund contributions

Total amount of contributions (before any discount) for lot 2 for the current financial year: \$2,400.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): 0.00%

Discount for on-time payments (if applicable): 10.00%

Lot 00002 has no amounts currently payable.

Sinking Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/12/25 to 28/02/26	\$600.00	01/12/25	\$60.00	01/12/25	04/12/25
01/03/26 to 31/05/26	\$600.00	09/04/26	\$60.00	09/04/26	10/04/26
01/06/26 to 31/08/26	\$600.00	01/06/26	\$60.00	01/06/26	03/06/26
01/09/26 to 30/11/26	\$600.00	01/09/26	\$60.00	01/09/26	
01/12/26 to 28/02/27 - Interim	\$600.00	01/12/26	\$60.00	01/12/26	

Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot 2: \$1,100.00.

Number of instalments: 1 (outlined below)

Monthly penalty for overdue contributions (if applicable): 0.00%

Discount for on-time payments (if applicable): 0.00%

Lot 00002 has no amounts currently payable.

Special Levy	Amount	Due Date	Discount	If Paid By	Date Paid
Fencing Replacement	\$1,100.00	30/09/26	\$0.00	30/09/26	

Other amounts payable by the lot owner

For the current financial year there are:

- ☒ No other amounts payable for the lot.
- ☐ Amounts payable under exclusive use by-laws.
- ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot).
- ☐ Other amounts payable.

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☒ All payments for the lot are up to date.
- ☐ The following amounts are due but not yet paid for the lot.

Annual Contributions, Administration Fund	\$0.00
Annual Contributions, Sinking Fund	\$0.00
Special Contributions	\$0.00
Other Payments	\$0.00
Penalties	\$0.00
Total amount overdue	\$0.00

Common property and assets

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

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

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

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

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

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

☒ Yes - you can obtain a copy from the body corporate records.

☐ No

Current sinking fund balance (as at date of certificate): \$20,806.29CR

Improvements to common property the lot owner is responsible for

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

☒ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

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

Body corporate assets

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

☒ The body corporate does not have any assets that it is required to record in its register.

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

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

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

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium (\$18,455.00)
- excess payable on a claim

are given with this certificate.

Alternative insurance

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

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

☐ Yes

☒ No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

☐ Yes - Name of caretaking service contractor engaged:

☒ No

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

☐ Yes - Name of authorised letting agent:

☒ No

Embedded network electricity supply

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

☐ Yes

☒ No

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

Body corporate authority

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



Rachel Vardanega

Body Corporate Manager

23/06/2026

Copies of documents given with this certificate:

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

TAX INVOICE

23/06/2026

Whittles Brisbane Pty Ltd
ABN 18 116 746 340
PO Box 709
Coorparoo QLD 4151

Zenith Legal
PO BOX 3347
LIVERPOOL NSW 2170

DESCRIPTION: Searching and completing document for provisions of Section 206,
Body Corporate and Community Management Act 1997,
Lot 00002 at 20 PINE AVENUE, BEENLEIGH

CONIFER PLACE CTS 4228

FEE:	As prescribed	\$84.10	PAID
TOTAL DUE:		\$84.10	PAID

OWNER: Dangola Bare Investments Pty Ltd

With Compliments

704179536 V0 REGISTERED Recorded Date 15/07/2000 11:00 Page 1 of 1

STANDARD COMMUNITY MANAGEMENT STATEMENT
Section 285. Body Corporate and Community Management Act 1997

Dealing: 704179536
 Title Reference: 19211350
 Lodgment: 1063687
 Date: 15/07/2000 11:00:24

1. Name of Community Title Scheme

CONIFER PLACE

2. Regulation Module

Body Corporate and Community Management (Standard Module) Regulation 1997

3. Name of Body Corporate

BODY CORPORATE FOR CONIFER PLACE COMMUNITY TITLES SCHEME 4228

4. Address for service of documents on the body corporate

COMPLETE BODY CORPORATE MANAGEMENT
 P.O BOX 167
 PADDINGTON QLD 4064

5. By-Laws

Taken to be those in effect as at 13 July 2000
 [section 285 (5)(a) Body Corporate and Community Management Act 1997]

6. Contribution Schedule

7. Interest Schedule

Lot	Entitlement	Lot	Entitlement
1 in BUP11350	1	1 in BUP11350	1
2 in BUP11350	1	2 in BUP11350	1
3 in BUP11350	1	3 in BUP11350	1
4 in BUP11350	1	4 in BUP11350	1
5 in BUP11350	1	5 in BUP11350	1
6 in BUP11350	1	6 in BUP11350	1
7 in BUP11350	1	7 in BUP11350	1
8 in BUP11350	1	8 in BUP11350	1
9 in BUP11350	1	9 in BUP11350	1
10 in BUP11350	1	10 in BUP11350	1
11 in BUP11350	1	11 in BUP11350	1
12 in BUP11350	1	12 in BUP11350	1
13 in BUP11350	1	13 in BUP11350	1
14 in BUP11350	1	14 in BUP11350	1
15 in BUP11350	1	15 in BUP11350	1
16 in BUP11350	1	16 in BUP11350	1

Total Lots: 16 Aggregate 16 Total Lots: 16 Aggregate 16

***** End *****

Schedule 3 By-laws

section 30

1 Noise

A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

2 Vehicles

Save where a by-law made pursuant to section 30(7)⁹ of this Act authorises a proprietor or occupier so to do, the proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the body corporate.

3 Obstruction

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

4 Damage to lawns etc. on common property

A proprietor or occupier of a lot shall not—

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) except with the consent in writing of the body corporate, use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface,

⁹ Section 30 (By-laws)

Schedule 3 (continued)

any structure that forms part of the common property except with the consent in writing of the body corporate, but this by-law does not prevent a proprietor or person authorised by the proprietor from installing—

- (a) any locking or other safety device for protection of his or her lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon his or her lot.

- (2) Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a competent manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

6 Behaviour of invitees

A proprietor or occupier of a lot shall take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

7 Depositing rubbish etc. on common property

A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.

8 Appearance of building

In the case of a building units plan, a proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her lot in such a way as to be visible from outside the building.

Schedule 3 (continued)

9 Storage of flammable liquids etc.

A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his or her lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

10 Garbage disposal

A proprietor or occupier of a lot shall—

- (a) save where the body corporate provides some other means of disposal of garbage, maintain within his or her lot, or on such part of the common property as may be authorised by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local government local laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his or her disposal of garbage.

11 Keeping of animals

Subject to section 30(12), a proprietor or occupier of a lot shall not, without the approval in writing of the body corporate, keep any animal upon his or her lot or the common property.

K846144Y **\$78.00**

19 NOV 1991
2:23 PM

9120 CH/BLAW BUP

change by-laws **178**

ENTERED IN THE REGISTER BOOK

VOLUME **601131260**
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K846144Y **CH BY-LAWS**

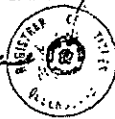
861-1988 REAL PROPERTY REGULATIONS 1988 BACKING SHEET

CORRESPONDENCE NUMBER
REQUISITIONS

11350

25 NOV 1991

Particulars recorded on Building
Units Plan No 11350 on the
day of 19 .. at 3:30 pm



REGISTRAR OF TITLES

BELOW THIS LINE TO BE COMPLETED BY LODGER		LODGER CODE
LODGED BY: Solicitors & Notaries ADDRESS: RIVERSIDE CENTRE 122 EAGLE STREET BRISBANE, Q.4000		
CERTIFICATES OF TITLE, DEEDS OF GRANT, DECLARATIONS ETC. LODGED WITH THIS DOCUMENT (TO BE COMPLETED BY LODGING PARTIES) 1. LODGED BY 2. 3.		
BELOW THIS LINE FOR DELIVERY NOTATIONS		
RECEIPT NOTATIONS		OFFICE USE
ITEMS RECEIVED		
FIRM NAME:		
PER:		
DATE:		
ITEMS DELIVERED BY POST FORWARDED TO LODGER OF THIS DOCUMENT ON		

Jackson & O'Sullivan Stationers, Brisbane 10m

By Authority—4—

BUILDING UNITS AND GROUP TITLES ACT 1980 (as amended)

BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

(FORM 17)

Regulation 15

NOTIFICATION OF CHANGE OF BY-LAWS

"The Proprietors, "CONFER PLACE" Building Units Plan No. 11350 HEREBY CERTIFIES that in pursuance of the provisions of Section 30 of the Building Units and Group Titles Act 1980-1987, by a Special Resolution and, in the case of By-Law 34 hereinafter appearing, by resolution without dissent duly passed on the 3rd day of November, 1991 the By-Laws in force in respect of the parcel referred to in the said Plan were on the 3rd day of November, 1991 amended, added to or repealed as follows:

A. By repealing the By-Laws contained in the Third Schedule of the Act;

B. By inserting the following By-laws in lieu thereof:

1. INTERPRETATION

1.1 Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.

Plurals shall include the singular and singular the plural. References to either gender shall include a reference to the other gender.

1.2 Throughout these By-laws, the following terms shall, where the context so admits, have the meanings herein ascribed to them.

"the Act" means the Building Units & Group Titles Act 1980-1987 as amended from time to time.

"the Body Corporate" means the Body Corporate established upon the registration of the building units plan pursuant to the Act.

"the By-laws" or "these By-laws" means the By-laws herein contained or any specified part of them.

"the common property" means the common property referred to in the registered building units plan.

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

"the Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.

"the parcel" means all the land referred to in the registered building units plan.

"the Secretary" means the Secretary of the Body Corporate appointed pursuant to the Act.

"Townhouse" means a lot in the registered building units plan, and includes the private courtyard (if any) adjoining such Townhouse.

2. USE OF TOWNHOUSE FOR RESIDENTIAL PURPOSES

Each Townhouse shall be used for residential purposes only.

3. STRUCTURAL ALTERATIONS PROHIBITED

No structural alterations shall be made to any Townhouse (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Townhouse and including the installation of any air-conditioning system) without the prior written consent of the Committee.

4. MAINTENANCE

Each proprietor shall be responsible for the proper maintenance and decoration of his Townhouse.

5. TOWNHOUSES TO BE KEPT CLEAN

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

6. WATER APPARATUS

6.1 A proprietor or occupier of a Townhouse shall see that all water taps in his Townhouse are properly turned off after use.

- 6.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Townhouse shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- 6.3 Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by such proprietor or occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.
7. LIGHTING AND HEATING OF TOWNHOUSES
- The proprietor or occupier of a Townhouse shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating such Townhouse nor in any other way cause or increase a risk of fire or explosion in such Townhouse.
8. STORAGE OF FLAMMABLE LIQUIDS, ETC.
- A proprietor or occupier of a Townhouse shall not, except with the prior written consent of the Body Corporate, use or store in his Townhouse or upon the common property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
9. WINDOWS
- Windows shall be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.
10. WINDOW COVERS
- Curtains, drapes, shutters and blinds on the interior of a Townhouse may be installed as window covers provided the same have a white backing. No window shall be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building unless the consent of the Body Corporate thereto shall have firstly been obtained.
11. KEEPING OF ANIMALS
- No dogs, cats, fish, birds, insects, reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept in any Townhouse or upon the common property except for the purposes of carrying out security contracts entered into by the Body Corporate. This By-law shall be read subject to the provisions of the Guide Dogs Act 1972-1984.
12. PAINTING AND AFFIXING OF SIGNS PROHIBITED
- A proprietor or occupier of a Townhouse shall not paint or affix any signs, advertisements, notices or posters to or on any part of the Townhouse, or the common property, nor do anything to vary the external appearance of such Townhouse or the common property without the prior written consent of the Committee.
13. ANTENNAE
- No television, radio or other electronic antenna or device of any type shall be erected, constructed or placed or permitted to remain on any Townhouse or on the common property unless and until the same has been approved in writing by the Committee unless the same is contained within such Townhouse and not visible from the exterior of such Townhouse.
14. APPEARANCE OF TOWNHOUSES
- A proprietor or occupier of a Townhouse shall not hang washing, towels, bedding, clothing or other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on the common property or on any part of his Townhouse in such a way as to be visible from outside such Townhouse.
15. SECURITY OF TOWNHOUSES
- All doors and windows to any Townhouse shall be securely fastened on all occasions when the Townhouse is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.
16. INSURANCE
- A proprietor or occupier of a Townhouse shall not bring to, do or keep anything in his Townhouse which shall increase the rate of fire insurance on his Townhouse or the common property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon such Townhouse or the common property or the regulations or ordinances of any public authority for the time being in force.
17. NUISANCE
- No noxious or offensive trade or activity shall be carried on upon the parcel or in any Lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the proprietors and occupiers of other Townhouses or any other person lawfully using the common property in particular and without limiting the generality of the foregoing:
- 17.1 no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television

- or radio reception of any residence shall be located used or placed on any portion of the parcel or exposed to the view of other proprietors or occupiers without the prior written consent of the Body Corporate;
- 17.2 all musical instruments, wirelesses, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to other proprietors and occupiers of Townhouses on the parcel;
- 17.3 guests leaving after 11.00p.m. shall be requested by their hosts to leave quietly and quietness shall also be observed when proprietors and occupiers return to their Townhouses late at night or in the early morning hours; and
- 17.4 in the event of any unavoidable noise in a Townhouse at any time the occupier or proprietor thereof shall take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Townhouse and also such further steps as may be within their power for the same purpose.

18. OBSTRUCTION

A proprietor or occupier of a Townhouse shall not obstruct the lawful use of the common property by any person. In addition, pathways and driveways on the common property and any easement giving access to the common property shall not be obstructed by any such proprietor or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Townhouse.

19. DEPOSITING RUBBISH ON COMMON PROPERTY

A proprietor shall not:

- 19.1 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another proprietor or occupier or of any person lawfully using the common property;
- 19.2 throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Townhouse.

Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the proprietor or occupier concerned.

20. GARBAGE DISPOSAL

A proprietor or occupier of a Townhouse shall -

- 20.1 save where the Body Corporate provides some other means of disposal of garbage, maintain within his Townhouse, or on such part of the common property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- 20.2 comply with all local authority By-laws and ordinances relating to the disposal of garbage;
- 20.3 ensure that the health, hygiene and comfort of the proprietor or occupier of any other Townhouse is not adversely affected by his disposal of garbage.

21. DAMAGE TO LAWNS, ETC. ON THE COMMON PROPERTY

A proprietor or occupier of a Townhouse shall not -

- 21.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the common property; or
- 21.2 except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the common property.

22. DAMAGE TO THE COMMON PROPERTY

A proprietor or occupier of a Townhouse shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property (including the exterior of his Townhouse) except with the consent in writing of the Body Corporate.

23. COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC.

A proprietor or occupier of a Townhouse shall give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Townhouse as often as may be necessary.

24. VEHICLES

A proprietor or occupier of a Townhouse shall not park or stand any motor or other vehicle upon the parcel except within the Garages provided for the use of proprietors and occupiers and except for the private vehicles of a visitor to an owner but such visitor's vehicle shall not be permitted to park overnight on the parcel.

25. NOTICE OF ACCIDENTS ETC.

A proprietor shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have the authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the buildings on the parcel as often as may be necessary.

26. INSPECTION OF TOWNHOUSES

Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any Townhouse and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor or occupier of the Townhouse concerned in the case where such leakage or defect is due to any actual default of such proprietor or occupier or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such proprietor or occupier as is reasonable in the circumstances.

27. OBSERVANCE OF THESE BY-LAWS

The duties and obligations imposed by these By-laws on a proprietor or occupier of a Townhouse shall be observed not only by such proprietor or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier. A proprietor or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.

28. REPAIRS BY THE BODY CORPORATE

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by a proprietor or occupier of a Townhouse or the tenants, guests, servants, employees, agents or children, invitees or licensees of such proprietor or occupier or of any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Townhouse at the time when the breach occurred.

29. CONTRACTORS

A proprietor or occupier of a Townhouse shall not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

30. NOTIFICATION OF INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Townhouse the proprietor or occupier of such Townhouse shall give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Townhouse where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

31. NOTICES TO BE OBSERVED

A proprietor or occupier of a Townhouse shall observe the terms of any notice displayed on any part of the common property by authority of the Committee or of any statutory authority.

32. SALE OF TOWNHOUSES

Whilst Marswood Pty Ltd or its successors, assigns, or nominee remains a proprietor of any Townhouse in the parcel it and its respective servants and/or agents shall be entitled to utilise any Townhouse on the parcel of which it remains proprietor as a display Townhouse for the purpose of allowing prospective purchasers of any such Townhouse to inspect such Townhouse and further shall be entitled to place such signs and other advertising and display material in and about such Townhouse, and about other parts of the common property other than the subject Townhouse, which signs shall in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Townhouses and the general aesthetics and amenity of the parcel, and shall not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary.

33. BY-LAWS TO BE EXHIBITED

A copy of these By-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Townhouse made available for letting.

34. EXCLUSIVE USE OF COURTYARDS

Each proprietor or occupier for the time being of a Townhouse shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the area or areas adjoining their particular Townhouse and outlined in blue on the Plan annexed hereto marked Site Plan. A proprietor or occupier of a Townhouse having exclusive use and enjoyment of such an area or areas shall:

- 34.1 keep the same in a clean and tidy condition;
- 34.2 not so use the same as to create a nuisance or disturbance to other proprietors or occupiers of Townhouses on the parcel;
- 34.3 not damage or interfere with any lawn, garden, tree, shrub, plant, or flower planted in such areas;
- 34.4 permit the Body Corporate or any contractor employed for that purpose to maintain plant or replace any vegetation in any such areas.
- 34.5 use the area marked "Carport" for the parking of vehicles only and the balance of the area outlined on the Site Plan for the purpose of recreation only;

This By-law shall not limit or restrict the power of entry to the Townhouse vested in the Body Corporate under section 36 of the Act, nor shall it be deemed to relieve the Body Corporate of any of the duties imposed on it by section 37D(b) and (c) of the Act, nor shall it prevent the Body Corporate, its officers, servants, agents, employees or contractors from carrying out any works required of it or them as the case may be pursuant to these By-laws.

DATED this 8th day of November, 1991

THE COMMON SEAL of THE PROPRIETORS
"CONFER PLACE" BUILDING UNITS PLAN
NO. 11350 was affixed on the 8th
day of November, 1991 in the presence of
MARSWOOD PTY LTD as sole proprietor of all the
Lots in Registered Building Units Plan No. 11350



GIVEN under the Common Seal of MARSWOOD
PTY LTD by its attorney BRIAN ROSS BAILLIE
under Power of Attorney No. K576377T in the
presence of:

R. Muring
Witness

MARSWOOD PTY LTD as sole proprietor of all the Lots in Registered Building Units Plan No. 11350 HEREBY CONSENTS to the making of By-Law No. 34 granting exclusive use of part of the common property.

GIVEN under the Common Seal of MARSWOOD PTY
LTD by its attorney BRIAN ROSS BAILLIE under
Power of Attorney No. K576377T in the presence of:

B Muring
Witness

601131261 V0 REGISTERED Recorded Date 13/04/1993 00:00 Page 1 of 6

FORM 1 QUEENSLAND

L202389Y \$102.00
L432189B NO FEE
 [REDACTED] 31 MAR 1993 8:56 AM
 9120 CH/BLAW BUP

ENTERED IN THE REGISTER BOOK
 VOLUME BUP 11350
 AT 13 APR 1993 AM/PM
 REGISTRAR OF TITLES

Particulars recorded on Building Units Plan No 11350 on the day of 19 at 9:06 AM

13 APR 1993 REGISTRAR OF TITLES

66253

13 APR 1993 REGISTRAR OF TITLES

BELOW THIS LINE TO BE COMPLETED BY LODGER

LODGED BY: Raine + Horne
 ADDRESS: 109 City Rd.
 Beenleigh Qld. 4207

CERTIFICATES OF TITLE, DEEDS OF GRANT, DECLARATIONS ETC. LODGED WITH THIS DOCUMENT (TO BE COMPLETED BY LODGING PARTIES)

1. LODGED BY
 2.
 3.

BELOW THIS LINE FOR DELIVERY NOTATIONS

RECEIPT NOTATIONS

ITEMS RECEIVED

FIRM NAME:
 PER:
 AUTHORITY:
 DATE:

ITEMS DELIVERED BY POST

FORWARDED TO LODGER OF THIS DOCUMENT ON

G302—Govt Printer, Qld

REAL PROPERTY ACT 1861 AS AMENDED

CORRESPONDENCE NUMBER 92/19287

REQUISITIONS

Execution does not comply with the provisions of the Building Units Act 1980 of the Building Units Act 1980. Strata plan should be drawn to a stated point in relation to the building. It is not with a north arrow, and with the location of each parcel as well as clearly defined diagrammatically.

55.00 Postal
 SHORT FEE
 52/1.00 REQUISITION FEE
 9 APR 1993
 2/12/92
 Paid Vido No. 250971

22/24424

Letter of title plan
 recorded no fee

601131261

L432189B CH BY-LAWS

Raine & Horne Beenleigh

A.C.N. 010 093 713

Real estate agents
Property consultants

109 City Road
Beenleigh Qld 4207
Telephone: (07) 287 4177
Facsimile: (07) 807 3031

Building Units & Group Titles Act, 1980 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Form 17

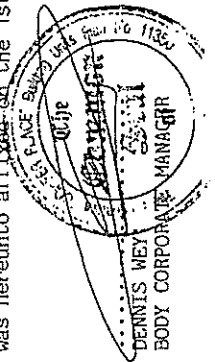
Regulation 15

THE PROPRIETORS "CONIFER PLACE" B.U.P. 11350 HEREBY CERTIFIES
that in pursuance of the provisions of section 30 of the
Building Units & Group Titles Act, 1980, by the resolution
without dissent duly passed on the 4th September 1992, the
by-laws in force in respect of the parcel referred to in the
said plan were amended, added to or repealed as follows:-

"RESOLVED WITHOUT DISSENT" pursuant to section 30(7)
of the Building Units & Group Titles Act, 1980 that
the following new by-law be added to the by-laws
applying to the parcel:-

12. The proprietor for the time being of each lot (the
number of which appears in the first column of the
First Schedule to this by-law) shall have the right to
the exclusive use and enjoyment of (together with the
right of ingress thereto and egress therefrom) the
parking space, the designation of which appears in the
second column of the First Schedule opposite such
respective lot number, and which area is identified on
the plan in the Second Schedule to this by-law. The
body corporate shall continue to be responsible to
carry out at its own expense its duties pursuant to
Section 7(1)(b) & (c) of the Building Units & Group
Titles Act 1980, in respect of any such common property
car parking space.

THE COMMON SEAL OF THE PROPRIETORS "CONIFER PLACE" BUILDING UNITS PLAN 11350
was hereunto affixed on the 1st day of December 1992 in the presence of:-



FIRST SCHEDULE

FIRST COLUMN: (Lot Number)	SECOND COLUMN: (Space Number)
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16

N.B. V = VISITORS SPACE ALLOCATION

Raine & Horne Beenleigh

ACN 010 093 713

Real estate agents
Property consultants

109 City Road
Beenleigh Qld 4207
Telephone: (07) 287 4177
Facsimile: (07) 807 3031



Building Units & Group Titles Act, 1980

BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

FORM 17

Regulation 75

THE PROPRIETORS "CONIFER PLACE" B.U.P. 11350 HEREBY CERTIFIES
that in pursuance of the provisions of section 30 of the
Building Units & Group Titles Act, 1980, by the resolution
without dissent duly passed on the 4th September 1992, the
by-laws in force in respect of the parcel referred to in the
said plan were amended, added to or repealed as follows:-

"RESOLVED WITHOUT DISSENT" pursuant to section 30(7)
of the Building Units & Group Titles Act, 1980 that
the following new by-law be added to the by-laws
applying to the parcel:-

12. The proprietor for the time being of each lot (the
number of which appears in the first column of the
First Schedule to this by-law) shall have the right to
the exclusive use and enjoyment of (together with the
right of ingress thereto and egress therefrom) the
parking space, the designation of which appears in the
second column of the First Schedule opposite such
respective lot number, and which area is identified on
the plan in the Second Schedule to this by-law. The
body corporate shall continue to be responsible to
carry out at its own expense its duties pursuant to
Section 37(1)(b) & (c) of the Building Units & Group
Titles Act 1980, in respect of any such common property
car parking space.

FIRST SCHEDULE

First Column
(Lot No.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

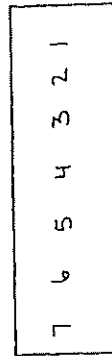
Second Column
(Space No.)

A
B
C
D
E
F
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H
I
J
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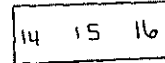
SECOND SCHEDULE

"Conifer Place" B.U.P. 11350
(not drawn to scale)

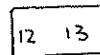
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bars.



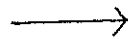
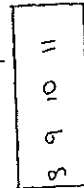
A



18
17
16
15
14



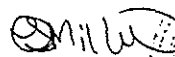
should be
5.

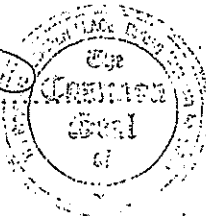


LETTERBOX

V V V D E F G H I J K N O P V V V
V = VISITOR

THE COMMON SEAL OF THE PROPRIETORS "CONIFER PLACE" BUILDING UNITS PLAN 11350
was hereunto affixed on the 22nd day of September 1992 in the presence of:-


CARON MILLER
Secretary.



Raine & Horne
Beenleigh
 A.C.N. 010 093 713

Real estate agents
 Property consultants

109 City Road
 Beenleigh Qld 4207
 Telephone (07) 287 4177
 Facsimile (07) 807 3031

INDEXED

17th March, 1993

DEPARTMENT OF LANDS	
007206	19 MAR. 93
BRISBANE REGION	

The Registrar of Titles
 GPO Box 1401
 BRISBANE QLD 4001

ATTENTION: MR. NEWTON COPPIN

Dear Mr Coppin,

re: CHANGE OF BY-LAWS "CONIFER PLACE" - REF: L202389Y.

We write to request that the Notification of Change of By-laws executed on the 1st December 1992, be withdrawn and re-entered, to follow the date of such execution.

Please adjust your records accordingly.

Thank you for your attention to this matter. *Now*

Yours faithfully,

4432189B

[Signature]
 DENNIS WELLS

Body Corporate Manager
 "Conifer Place"

To BUP

RECEIVED 19 MAR 1993 <i>[Signature]</i>

Please obtain document + take it + letter to the vicar

Administrative Fund Statement of Income & Expenditure

CONIFER PLACE CTS 4228
20 Pine Avenue BEENLEIGH QLD 4207
1 December 2024 to 30 November 2025
Printed 09/12/25 15:35

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	45,200.00	45,200.00	0.00	35,920.00
Discount	(3,032.00)	(4,520.00)	1,488.00	(2,975.00)
TOTAL FUND INCOME	42,168.00	40,680.00	1,488.00	32,945.00
FUND EXPENDITURE				
Common property	330.00	500.00	170.00	330.00
Debt collection fees	668.82	0.00	(668.82)	88.00
Debt collection fees recovery	(220.00)	0.00	220.00	(88.00)
Fire systems	653.00	598.00	(55.00)	0.00
Grounds	6,943.75	7,500.00	556.25	7,343.60
Insurance renewals	18,655.00	20,200.00	1,545.00	18,616.90
Management - Additional services fee	2,948.00	2,000.00	(948.00)	1,914.00
Management - Agreed Services	4,300.00	4,300.00	0.00	3,941.00
Management - Asset Maintenance Services	320.00	320.00	0.00	240.00
Management - Disbursement Fees	1,372.84	1,372.80	(0.04)	1,605.72
Pest control	1,386.00	1,500.00	114.00	1,441.00
Reconciliation Fee	198.00	198.00	0.00	198.00
Reports	427.00	361.00	(66.00)	387.00
Utilities-Electricity	0.00	500.00	500.00	229.68
TOTAL FUND EXPENDITURE	37,982.41	39,349.80	1,367.39	36,246.90
FUND SURPLUS (DEFICIT)	4,185.59	1,330.20	2,855.39	(3,301.90)

Administrative Fund Statement of Assets & Liabilities

CONIFER PLACE CTS 4228
 20 Pine Avenue BEENLEIGH QLD 4207
 30 November 2025
 Printed 09/12/25 15:35

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,026.47	4,328.37
Surplus/(Deficit) For Period	4,185.59	(3,301.90)
TOTAL FUNDS	5,212.06	1,026.47
ASSETS		
Cash at Bank (MBL)	8,097.78	4,231.68
Receivables	3,819.00	0.00
Discount In Advance	604.00	336.00
Sundry Receivables	77.60	277.75
TOTAL ASSETS	12,598.38	4,845.43
LIABILITIES		
Accrued Expenses	146.32	98.96
Levies In Advance	6,040.00	3,360.00
Unallocated Advances	1,200.00	360.00
TOTAL LIABILITIES	7,386.32	3,818.96
NET ASSETS	5,212.06	1,026.47

Sinking Fund Statement of Income & Expenditure

CONIFER PLACE CTS 4228
20 Pine Avenue BEENLEIGH QLD 4207
1 December 2024 to 30 November 2025
Printed 09/12/25 15:35

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	35,040.00	35,040.00	0.00	24,512.00
Discount	(2,409.00)	(3,504.00)	1,095.00	(2,027.80)
TOTAL FUND INCOME	32,631.00	31,536.00	1,095.00	22,484.20
FUND EXPENDITURE				
Common property	7,937.63	6,400.00	(1,537.63)	704.29
Electrical	0.00	1,000.00	1,000.00	0.00
Fencing	0.00	34,075.00	34,075.00	0.00
Fire systems	0.00	500.00	500.00	1,920.00
Grounds	5,351.50	0.00	(5,351.50)	0.00
Painting	0.00	5,000.00	5,000.00	0.00
Plumbing	7,537.85	2,000.00	(5,537.85)	132.00
Reports	621.00	0.00	(621.00)	600.00
Roofing	1,023.00	2,000.00	977.00	2,582.42
Security doors	0.00	0.00	0.00	374.00
Signage	0.00	600.00	600.00	0.00
TOTAL FUND EXPENDITURE	22,470.98	51,575.00	29,104.02	6,312.71
FUND SURPLUS (DEFICIT)	10,160.02	(20,039.00)	30,199.02	16,171.49

Sinking Fund Statement of Assets & Liabilities

CONIFER PLACE CTS 4228
 20 Pine Avenue BEENLEIGH QLD 4207
 30 November 2025
 Printed 09/12/25 15:35

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	47,426.37	31,254.88
Surplus/(Deficit) For Period	10,160.02	16,171.49
TOTAL FUNDS	57,586.39	47,426.37
ASSETS		
Cash at Bank (MBL)	58,651.39	49,482.37
Receivables	3,255.00	50.00
Discount In Advance	480.00	234.00
TOTAL ASSETS	62,386.39	49,766.37
LIABILITIES		
Levies In Advance	4,800.00	2,340.00
TOTAL LIABILITIES	4,800.00	2,340.00
NET ASSETS	57,586.39	47,426.37

Consolidated Statement of Assets & Liabilities

CONIFER PLACE CTS 4228
 20 Pine Avenue BEENLEIGH QLD 4207
 30 November 2025
 Printed 09/12/25 15:35

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	48,452.84	35,583.25
Surplus/(Deficit) For Period	14,345.61	12,869.59
TOTAL FUNDS	62,798.45	48,452.84
ASSETS		
Cash at Bank (MBL)	66,749.17	53,714.05
Receivables	7,074.00	50.00
Discount In Advance	1,084.00	570.00
Sundry Receivables	77.60	277.75
TOTAL ASSETS	74,984.77	54,611.80
LIABILITIES		
Accrued Expenses	146.32	98.96
Levies In Advance	10,840.00	5,700.00
Unallocated Advances	1,200.00	360.00
TOTAL LIABILITIES	12,186.32	6,158.96
NET ASSETS	62,798.45	48,452.84

Notes to the Financial Statements
CONIFER PLACE CTS 4228
20 Pine Avenue BEENLEIGH QLD 4207
30 November 2025
Printed 09/12/25 15:35

Investments Nil

The following balances relate to amounts received or owing as at 30/11/2025

Receivables - Owner Arrears

Unit/Lot Details	Admin		Sinking	Total
	Contributions	Final notice fee	Contributions	
00006	1,510.00	22.00	1,200.00	2,732.00
00007	1,510.00		1,455.00	2,965.00
00014	755.00	22.00	600.00	1,377.00
Totals	3,775.00	44.00	3,255.00	7,074.00

Debtors Nil

Allocated Advance Payments

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00001	755.00	600.00	1,355.00
00004	755.00	600.00	1,355.00
00005	755.00	600.00	1,355.00
00010	755.00	600.00	1,355.00
00011	755.00	600.00	1,355.00
00012	755.00	600.00	1,355.00
00013	755.00	600.00	1,355.00
00015	755.00	600.00	1,355.00
Totals	6,040.00	4,800.00	10,840.00

Outstanding Creditors Nil

Unallocated Advance Payments

Unit/Lot Details	Admin
00005	339.00-
00013	861.00-
Totals	1,200.00-

Notes to the Financial Statements

CONIFER PLACE CTS 4228
20 Pine Avenue BEENLEIGH QLD 4207
30 November 2025
Printed 09/12/25 15:35

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate: \$1,813.58

Summary of Significant Accounting Policies

CONIFER PLACE CTS 4228
20 Pine Avenue BEENLEIGH QLD 4207
1 December 2024 to 30 November 2025
Printed 09/12/25 15:35

Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a modified accruals basis and are based on historical costs. Income has been recorded when receivable from the owners and the expenses are recorded when approved for payment, unless otherwise stated. Further manual accruing of expenses may occur as instructed.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST.

The net amount of GST payable to, or recoverable from, the ATO is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

The income tax expense charged to the Statement of Income and Expenditure comprises current income tax expense (income) and is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at the end of the reporting period.

Current tax liabilities (assets) are therefore measured at amounts expected to be paid to (recovered from) the ATO.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.



Certificate of Insurance

ABN 29 008 096 277

Rhys Hamilton
Body Corporate Conifer Place CTS 4228
C/- Whittles Body Corporate Services
PO Box 709
COORPAROO QLD 4151

Date: 24.07.2025
Invoice No: I4824616

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer CHU Underwriting Agencies Pty Ltd
GPO Box 3120
BRISBANE QLD 4000

Period 21.08.2025 to 21.08.2026

Policy No. HU0006131511

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
 Level 2, 15 Carnaby Street
 MAROOCHYDORE
 QLD 4558

Phone: 07 5409 3450
 PO Box 1952
 SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Conifer Place CTS 4228
 Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION**INSURED:**

Body Corporate Conifer Place CTS 4228

SITUATION:

20 Pine Avenue, Beenleigh QLD 4207

INTEREST INSURED:

Building Sum Insured	\$	7,276,500
Common Contents Sum Insured	\$	72,765
Loss of Rent/Temporary Accommodation	\$	1,091,475

Catastrophe/Emergency Cover		30%
-----------------------------	--	-----

Flood		Insured
Storm Surge		Not Insured

Glass		Insured
-------	--	---------

Theft		Insured
-------	--	---------

Public Liability	\$	20,000,000
------------------	----	------------

Voluntary Workers		Insured
-------------------	--	---------

Weekly Benefit	\$	2,000
----------------	----	-------

Capital Benefit	\$	200,000
-----------------	----	---------

Fidelity	\$	100,000
----------	----	---------

Office Bearers Liability	\$	1,000,000
--------------------------	----	-----------

Machinery Breakdown		Not Insured
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Government Audit Costs	\$	25,000
------------------------	----	--------

Appeal expenses - common property health and safety breaches	\$	100,000
--	----	---------

Legal Defence Expenses	\$	50,000
------------------------	----	--------

Lot owners fixtures and fixings	\$	250,000
---------------------------------	----	---------

Floating floors		Insured
-----------------	--	---------

Loss of Market Value		Not Insured
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EXCESS:

Standard Excess	\$	2,000
-----------------	----	-------

Flood Excess	\$	2,000
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Storm Surge Excess		Not Applicable
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MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
 Level 2, 15 Carnaby Street
 MAROOCHYDORE
 QLD 4558

Phone: 07 5409 3450
 PO Box 1952
 SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Conifer Place CTS 4228
 Residential Strata/Community Corporation

Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess	\$	1,000
Appeal Expenses Excess	\$	1,000
Legal Defence Expenses Excess	\$	1,000
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism
 Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	1991
Primary Wall Construction	Brick veneer
Secondary Wall Construction	Not Applicable
Roof Construction	Tile
Floor Construction	Concrete

Aluminium Composite Panels	No
Heritage Listed	No

Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

Number of Units	16
Number of Levels	2
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	6
% of EPS	0 %
% Commercial Tenants	0 %

Additional Construction Comments:

10 Units = 1 Level
 6 Units = 2 Level - Concrete Ground with Timber

Valuation: December 2023

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
Level 2, 15 Carnaby Street
MAROOCHYDORE
QLD 4558

Phone: 07 5409 3450
PO Box 1952
SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Conifer Place CTS 4228
Residential Strata/Community Corporation

Rate Notice

April - June 2026

Logan City Council ABN 21 627 796 435



169123/X/002840

D-008

DANGOLA BARE INVESTMENTS PTY LTD
(TRUSTEE)
23 Diamantina Cl
ST CLAIR NSW 2759

Assessment number 98994168

Billing period 01 Apr 2026 - 30 Jun 2026

Issue date 17 Apr 2026

Due date **22 May 2026**

Amount due **\$1,409.18**

Interest of 12.12% pa compounding daily is charged on overdue rates and charges.

Property location	Lot on plan	Rating category	Rateable value
2/20 Pine Avenue, BEENLEIGH QLD 4207	Lot 2 BUP 11350	Residential (Non-Owner-Occupied)	\$75,000

Access the rates portal

Log into myportal.logan.qld.gov.au to view your balance, payment history and past notices.

Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.



logan.qld.gov.au/paymenthelp

Summary of charges

Payments received after 7 April 2026 may not be included below.

Balance as of 7 April 2026	\$	0.00
Council rates and charges	\$	633.83
State government charges	\$	62.90
Water and wastewater (sewerage) charges This total consists of services and usage charges, refer to page 3	\$	712.45
Amount payable if paid by 22 May 2026	\$	1,409.18

*Pd \$1,409.18 - 29/5/26
from Macq Bank.*

See over the page for a breakdown and more payment options

This notice is registered to receive rates electronically. A printed version will not be posted.

Payment online

Payment by Bpay

Payment by phone

Payment at Australia Post



Use your credit or debit card to pay 24 hours, 7 days per week
Ref No: 9899 4168

logan.qld.gov.au/online-payment



Biller Code: 17392
Ref: 5 9899 4168

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

* Credit Card payments may incur a 0.30% surcharge.

Biller Code: 17392
Ref: 5 9899 4168

Phone **1300 276 468** or from overseas **+61 1300 276 468**

POST billpay™



*0459 98994168

Minimum payment \$50.00 unless the amount shown on the current rate notice is less.

Assessment number: 98994168		Period: 1 Apr 2026 to 30 Jun 2026		Issue date: 17 April 2026	
Breakdown of April to June 2026 rates and charges		Amount		Total	
Council rates and charges					
General Rate - Residential (Non-Owner-Occupied)	\$	502.07			
Garbage Charge – Residential Waste & Recycling	\$	104.25			
Environmental Charge	\$	27.10			
Volunteer Fire Brigade Separate Charge	\$	0.41	\$		633.83
State government charges					
State Emergency Levy Group 2	\$	62.90	\$		62.90
Water and wastewater (sewerage) charges					
Water Service Charge - Res	\$	82.13			
Wastewater (Sewerage) Charge	\$	202.00			
Water Usage	\$	428.32	\$		712.45
Total rates and charges for April to June 2026				\$	1,409.18

The Queensland Government waste levy for general waste has increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26. The Queensland Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy on households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, including the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

Council contact details

Logan City Council Administration Centre and Customer Service Centres

150 Wembley Rd, Logan Central

Postal Address:
PO Box 3226, Logan City DC Qld 4114

Open: 8am–5pm Monday to Friday (AEST)
Website: logan.qld.gov.au
Email: council@logan.qld.gov.au
Rates enquiries: 07 3412 5230
General enquiries: 07 3412 3412

Beenleigh Customer Service

105 George St, Beenleigh
(Cnr of George St and City Rd)
Open: 8am–4.45pm Monday to Friday (AEST)

Jimboomba Customer Service

18–22 Honora St, Jimboomba
Open: 8am–4.45pm Monday to Friday (AEST)

Council offices are closed on public holidays

Other ways to pay your rates

AusPost app

Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



Direct debit

To arrange automatic payment from your bank account, visit logan.qld.gov.au/rates/payment-options. Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



In person

Logan City Council Administration Centre or Customer Service Centres

cash; cheque; money order; debit card; credit card



By mail

Make your cheque or money order payable to Logan City Council and post it with details of your property address and rates assessment number to the postal address on this page.

Water and Wastewater
Account Information



Distribution and retail charges for the period 01/04/2026 to 30/06/2026 have been totalled and are detailed below

Property location	Lot on plan
2/20 Pine Avenue, BEENLEIGH QLD 4207	Lot 2 BUP 11350

Local Government Distribution and Retail Charges

Water Service Charge - Res - amount charged to maintain the water network	\$ 82.13
Wastewater (Sewerage) Charge - amount charged to maintain the wastewater network	\$ 202.00
Water Usage	\$ 428.32
	\$ 712.45

Distribution and retail charges summary

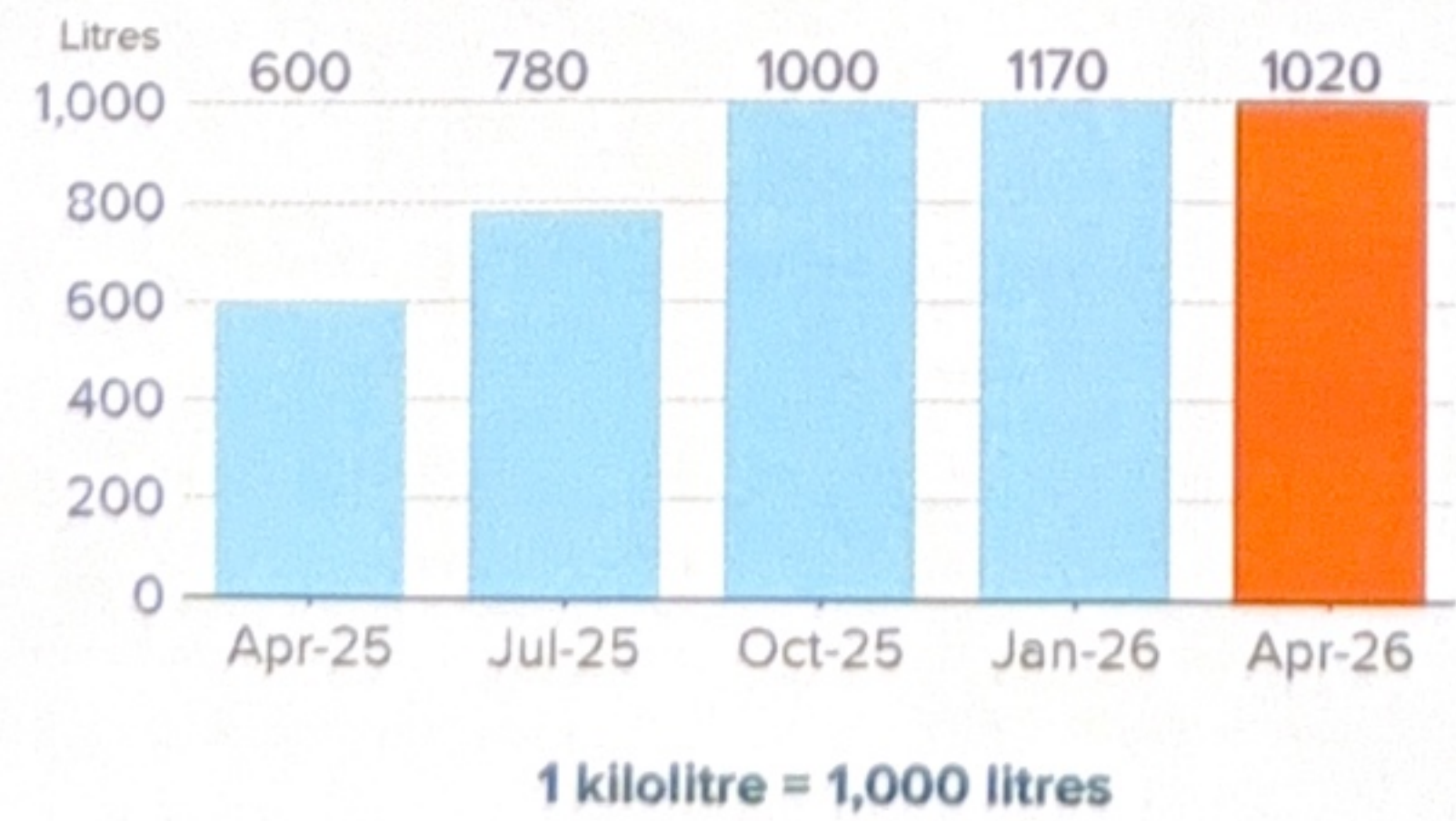
Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kL)
18-505008779	14 Oct 2025	17,208	13 Jan 2026	18,699	1,491	91	16.385
Council Water Usage Charge			93.19 @ 1.0793 per kL			\$	100.57
State Govt Bulk Water Charge			93.19 @ 3.5170 per kL			\$	327.75
						\$	428.32

Water usage detail (PLEASE NOTE: Meters that have zero usage during the period are not shown)

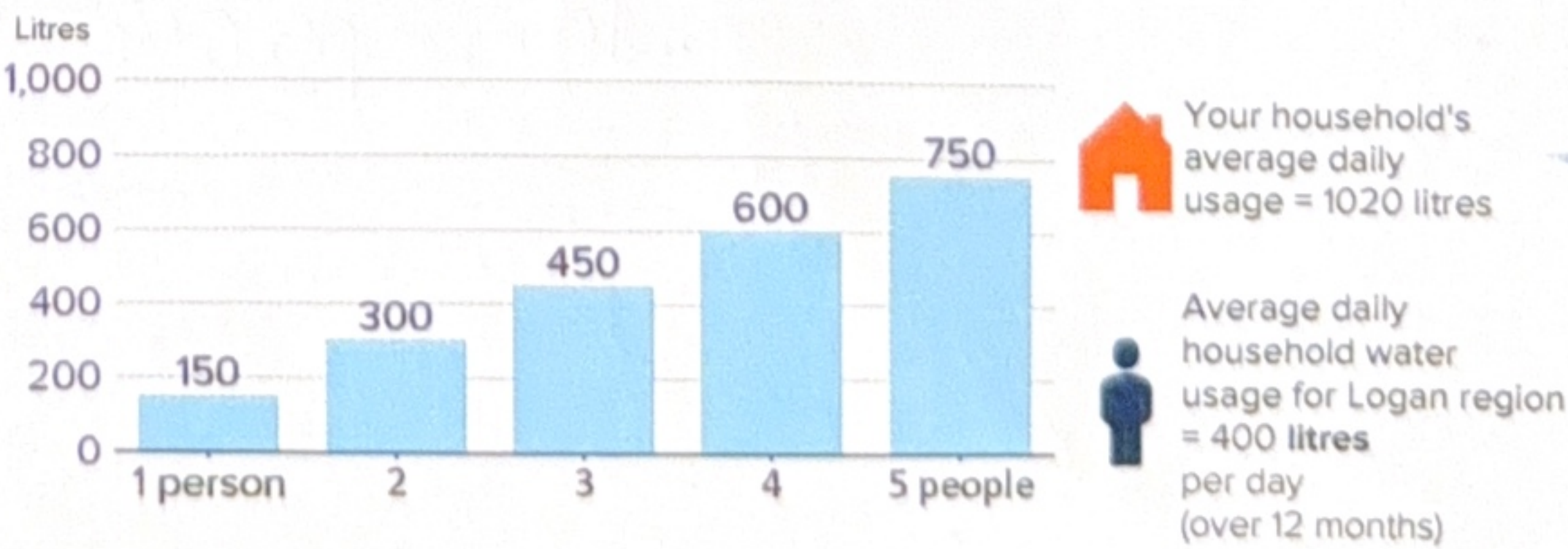
The water consumption charges have been apportioned for the above property in accordance with the Schedule of Lot Entitlements.

Your water usage comparison

Compare your average daily usage over time



Compare your current daily usage with others in the Logan region



Please refer to the RTA for advice on the charges that can be passed on to tenants. Visit: rta.qld.gov.au and search for 'Water charging fact sheet'.

You are using more water than the average Logan household, there are many simple ways for you to use less water. Check out our water saving tips on the next page to see how small changes can make a big difference.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy information

**Item
1****1.1 Lessor**Name/trading name **Dangola Investments Pty Ltd (TTE)**

Address

c/- SJS Property Partners Pty Ltd

Shop 9 / 63 George St, Beenleigh QLD

NSW

Postcode **4207****1.2 Phone**

0735589631

Mobile

0472 575 234

ABN (optional)

Email

robyn@sjspropertypartners.com.au

*Note - Item 1.2 is optional.***Item
2****2.1 Tenant/s**1. Full name/s **Dhamitha Kusum Dilhani Meegoda Kankanamge**Phone **0499720634**Email **dilmeegoda@gmail.com**Emergency contact full name/s **As Per application**

Emergency contact phone

Emergency contact email

2. Full name/s **Rajesh Chaminda Silva Mihindukulasuriya Warnapelige**Phone **0459915315**Email **mwrajesh@gmail.com**Emergency contact full name/s **As per application**

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list*Item 2.2 is optional. See clause 48(4).***Item
3****3.1 Lessor's agent** If applicable.Full name/trading name **SJS Property Partners Pty Ltd**

Address

Shop 9/ 63 George St

Beenleigh

QLD

Postcode **4207****3.2 Phone**

0735589631

Mobile

0472 575 234

ABN (optional)

37 667 561 097

Email

robyn@sjspropertypartners.com.au

Note: Item 3.2 is optional.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes ☒ No ☐ robyn@sjspropertypartners.com.au

Text Message Yes ☒ No ☐ Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐ dilmeegoda@gmail.com

Text Message Yes ☒ No ☐ Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐ rentals@sjspropertypartners.com.au

Text Message Yes ☒ No ☐ Facsimile Yes ☐ No ☒

Item 5 5.1 Address of the rental premises

2/20 Pine Avenue

Beenleigh QLD Postcode 4207

5.2 Inclusions provided.

For example, furniture or other household goods let with the premises. Attach list if necessary

As Per Entry Condition report

5.3 Details of current repair orders for the rental premises or inclusions

Item 6 6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 19 / 01 / 2026 6.3 Ending on 19 / 07 / 2026

See clause 4(2)

Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 Rent \$ 540.00 per ☒ weekly ☐ fortnightly ☐ monthly See clause 8(1)

Item 8 Rent must be paid on the Thursday day of each Week

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1 Internet / Direct Deposit

Method 2

Details for direct credit

BSB no. 034605 Bank/building society/credit union Westpac Beenleigh

Account no. 688333 Account name SJS Property Partners Pty Ltd Trust Account

Payment reference 100046



General tenancy agreement (Form 18a)
Residential Tenancies and Rooming Accommodation Act 2008



Item 10

Place of rent payment

Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

Internet or Westpac

Item 11

Day of last rent increase

Insert the day the rent was last increased for the premises

19 / 06 / 2025

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12

Rental bond amount

\$ 2,160.00

See clause 13

Item 13

13.1 The services supplied to the premises for which the tenant must pay

See clause 16

Electricity ☒ Yes ☐ No

Any other service that a tenant must pay ☒ Yes ☐ No

Gas ☒ Yes ☐ No

Type Pay TV / Internet connection

See special terms (page 12)

Phone ☒ Yes ☐ No

13.2 Is the tenant to pay for water supplied to the premises

See clause 17

☐ Yes ☒ No

Item 14

If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100%

Any other service stated in item 13.1 Pay TV/ Internet Connect

Gas 100%

See special terms (page 12)

Phone 100%

Item 15

How services must be paid for

Insert for each how the tenant must pay. See clause 16(d)

Electricity Direct To Supplier

Gas Direct To Supplier

Phone Direct to Supplier

Any other service stated in item 13.1

See special terms (page 12)

Item 16

Number of persons allowed to reside at the premises

4

See clause 22

Item 17

17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

☒ Yes ☐ No

17.2 Has the tenant been given a copy of the relevant by-laws

See clause 23

☒ Yes ☐ No

Item 18

18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Royal One Electrical Pty Ltd - Dylan Roman

Phone 07 5543 0054

Plumbing repairs Craig Eveleigh Plumbing

Phone 0414 375 686

Other repairs Smoke Alarm Services

Phone 07 3281 3777

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs?

See clause 31(4)

☐ Yes

☒ No - please provide lessor contact details below

Name Smoke Alarm Services

Phone 07 3281 3777

Item 19

The type and number of pets approved by the lessor to be kept at the premises

See clauses 34 to 37

Type Number Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act.
Examples for subclause (7) –
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in item 1 or 2
- (2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in item 2 –
 - (a) holds their interest in the tenancy –
 - (i) if a special term states the tenants are joint tenants—as a joint tenant; or
 - (ii) otherwise—as a tenant in common; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days –
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) –
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note – For more information about certain notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note – For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or
 - Note* - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the office of the lessor's agent

9 Rent in advance - s 87

The lessor or lessor's agent may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the rental bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously, following a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge for the premises.

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in item 13.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) item 15 states how the charge may be recovered by the lessor from the tenant.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (10) In this clause -
water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises –
 (a) that are part of a body corporate scheme; and
 (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change – s 209A

- (1) This clause applies if—
 (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
 (b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may –
 (a) take action for a breach of a term of this agreement; or
 (b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that –
 (a) secures an entry to the premises; or
 (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if –
 (a) the other party to this agreement agrees to the change; or
 (b) the lessor or tenant has a reasonable excuse for making the change; or
 (c) the lessor or tenant believes the change is necessary because of an emergency; or
 (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant –
 (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 For more information visit the Domestic violence in a rental property webpage on the RTA website.
 (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless –
 (a) the other party agrees to not being given the key; or
 (b) the tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following –
 (a) a burst water service or serious water service leak;
 (b) a blocked or broken lavatory system;
 (c) a serious roof leak;
 (d) a gas leak;
 (e) a dangerous electrical fault;
 (f) flooding or serious flood damage;
 (g) serious storm, fire or impact damage;
 (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 (j) a fault or damage that makes the premises unsafe or insecure;
 (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
 (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either –
 (a) in item 18; or
 (b) in a notice given by the lessor to the tenant.
- (2) The notice must state –
 (a) the name and telephone number of the nominated repairer; and
 (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if –
 (a) the lessor has given the tenant a telephone number of the lessor; and
 (b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to the lessor if –
 (a) there is no nominated repairer for the repairs; or
 (b) a nominated repairer for the repairs is not the tenant's first point of contact; or
 (c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- (4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if –
 (a) the repairer is the tenant's first point of contact; or
 (b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- (5) Despite clause 48, a notice under this clause does not need to be written.

- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
(b) the repairs are not made within a reasonable time after notice is given.

Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
(2) However, the tenant may keep a working dog at the premises without the lessor's approval.
(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes –

- 1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
2 For additional approvals to keep a pet at the premises see clause 36.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
(b) a change in the lessor or lessor's agent;
(c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
(2) The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.
(3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

- (3) The lessor's response to the request must be in writing and state –
(a) whether the lessor approves or refuses the tenant's request; and
(b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
(c) if the lessor refuses the tenant's request –
(i) the grounds for the refusal; and
(ii) the reasons the lessor believes the grounds for the refusal apply to the request.
(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
(e) keeping the pet would contravene a law;
(f) keeping the pet would contravene a body corporate by-law applying to the premises;
(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
(h) the animal stated in the request is not a pet as defined in section 184A;
(i) another ground prescribed by a regulation under section 184E(1)(j).
(5) The lessor is taken to approve the keeping of the pet at the premises if –
(a) the lessor does not comply with subclause (2); or
(b) the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
(a) relate only to keeping the pet at the premises; and
(b) are reasonable having regard to the type of pet and the nature of the premises; and
(c) are stated in the written approval given to the tenant under clause 36(3).
(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
(a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
(b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
(c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
(a) would have the effect of the lessor contravening section 171 or 172; or
(b) would, as a term of this agreement, be void under section 173; or
(c) would increase the rent or rental bond payable by the tenant; or
(d) would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
 - (a) the lessor agrees in writing to the transfer or subletting; or
 - (b) the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if –
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises is given under the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

 - (b) the tenant dies.

Note – See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use
- changes that happen with ageing

- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
 - (a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

- (1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.

Note – For the approved form for the condition report, see the information statement.
- (2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.

Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent
- (3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
 - (a) sign the copy; and
 - (b) if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or lessor's agent – make a copy of the report and return it to the tenant at the address.
- (4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

45 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

- (1) The name and address for service of the lessor's agent is stated in item 3.
- (2) Unless a special term provides otherwise, the lessor's agent may -
 - (a) stand in the lessor's place in any application to the tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication - email, facsimile, text message

- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

Names of Approved Occupants: Dhamitha Meegoda Kankanamge, Rajesh Mihindukulasuriya Warnapelige & 2 children

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.**

 **Other languages:** You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

SJS PROPERTY PARTNERS

Signature

Signed by:

06A275469B6A44D...

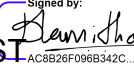
Date / /
28-11-25 | 10:59 AEST

Signature of tenant 1

Print name

Dhamitha Kusum Dilhani Meegoda Kankanamge

Signature

Signed by:

AC6B26F096B342C...

Date / /
27-11-25 | 21:53 AEST

Signature of tenant 2

Print name

Rajesh Chaminda Silva Mihindukulasuriya Warnapelige

Signature

Signed by:

80B64C64D673482...

Date / /
27-11-25 | 21:41 AEST

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

54 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

57 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

59 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

REIQ Accredited Agency

Special Condition

General Tenancy - Smoking Not Allowed on Premises

SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

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

000041682810

Annexure A

STANDARD

1. Any window coverings e.g. blinds, venetians, curtains, are to be washed / cleaned when tenant vacates so that they are of the standard they were in at the commencement of the tenancy, fair wear and tear excepted.
2. The tenant acknowledges that smoking is not permitted in the house.
3. The tenant is responsible for the supply and re-fill of the LPG gas cylinders to be left at the property, and agrees to have them refilled when the tenant vacates.
4. No unregistered cars are to be kept on the premises outside the enclosed shed.
5. Tenants are not to make any facility provided for the Tenant's safety or use non-operational e.g. Smoke alarms, safety switches.
6. The Tenant acknowledges the receipt of a form 17a with this agreement.
7. The tenant agrees and warrants to not use the premises for business purposes. The tenant acknowledges that their failure to comply with this condition may void any insurance the Lessor has in place over the property.
8. The tenants understand the agent is to conduct a routine inspection in week six (6) of the tenancy and then every three (3) months thereafter.
9. The tenant must keep the property free from pests and vermin during the term of the lease. For the purpose of this clause, the terms "pests" and "vermin" are defined to include, but are not limited to: Rats, Mice, Possums, Cockroaches, Fleas, Termite (White ants), Spiders, Silverfish, Bees, Wasps and Ants. Upon vacating the premises, the tenant must return the premises to the state it was in on commencement of the lease, free from pests and vermin. If an infestation occurs during the term of the Lease the tenant must notify the landlord immediately. If the infestation occurs as a result of the tenants actions, or as a result of any pets allowed on the property under the lease terms, the tenant will be responsible for attending to arranging pest control for the property and its cost.
10. Access to the property; The tenants acknowledge that in accordance with any form 9 entry notices supplied to the tenants, all pets are to be adequately restrained to allow access to the premises.
11. The tenant will maintain the dressage arena in working order, including keeping it free from weeds and maintaining the surface regularly at the cost of the tenant.

PETS

12. If pets are permitted at the premises then the Tenant will be responsible for an internal and external flea spray and deodorant spray by a professional company on vacating the property. A receipt for same is to be provided when keys are handed in.

13. If pets are permitted inside the house as part of the tenancy, the tenant will be responsible for having the carpets professionally cleaned at the end of the tenancy. Evidence of such clean to be provided to the landlord.

14. Any damaged incurred by the pets, must be repaired & paid for at the tenant's cost.

15. A pet agreement forms part of this tenancy agreement, please refer to attached pet agreement

16. No horses or cows are to be kept on the property, without written consent.

17. No horses are not to be kept in the house paddock of the property.

18. The tenants acknowledge they must submit a Pet Application form for each pet prior to obtaining the pet and housing it at the leased property.

SEPTIC SYSTEM

19. The tenant agrees that they will provide access to the property for the HSTP service technicians & pool maintenance as and when required.

Failure to comply will incur costs to the tenant should the HSTP system or the pool be damaged due to a failure to provide access for regular services.

20. The tenant agrees to keep any hoses attached to the onsite septic treatment system straight, undamaged and without kinks, to avoid damage to same. Failure to comply will incur costs to the tenant should the system fail due to their neglect.

21. The tenants acknowledge that only Biocycle tank friendly chemicals are to be used in the toilets and drains, and under no circumstances should personal hygiene products be flushed into the septic tank as these will cause a blockage. Failure to comply will incur costs to the tenant should the system fail due to a failure by the tenant to comply with these requirements.

GARDEN MAINTENANCE

22. The tenants acknowledge the lawns must be mowed regularly and the property is to be slashed/mowed when vacating to the standard that the property was in at commencement of the tenancy. The tenants

acknowledge the grounds and grass along all fencelines of the property are to be maintained and whippersnipped to avoid damage to the fence from overgrowth. Should the fences be damaged due to the tenants failure to maintain, the tenant will be responsible for necessary repair.

23. The tenants agree to keep the property in a clean condition free from noxious plants, undergrowth or rubbish.. In particualr, the term "noxious plants" and "undergrowth" shall include but is not limited to groundsel, lantana, mother of millions, fire-weed, dock, rag weed, khaki weed, bindi and needle burr.

24. The tenants agrees at the end of their tenancy, all water tanks must be filled to at least 50% capacity.

25. The tenant agrees if the water tanks run dry, they will not keep the pump running, if the pump burns out as a result of the tenant's failure to turn off the pump when the water is low, the tenant must replace the pump at their own cost.

POOL

26. Pool Maintenance -

The tenants responsible for:

- (a) regular cleaning of filter
- (b) maintaining required water levels
- (c) removing vegetation and other rubbish from the pool.
- (d) payment for all pool chemicals when required to keep the pool clean
- (e) advising the Agency of any problem noticed with the pool.
- (f) servicing / maintaining the pool kleepy krawly

26.1 The Tenant is to ensure that the pool is returned to the same order and condition as at the beginning of the Tenancy when the tenancy ends.

26.2 The Lessor is responsible for repair of the pool and repair or replacement of the equipment resulting from general wear and tear and for damage to the pool or equipment for reasons beyond the Tenant's control and responsibility, however, the Tenant will be responsible for any damage or want of repair arising from the Tenant's failure to maintain and comply with its obligations.

26.3 If the Tenant does not maintain the pool and pool equipment to the satisfaction of the Lessor acting reasonably, the Tenant will be in default and the Lessor may seek to recover, in compliance with the Act, any loss or damage incurred.