

Contract for Houses and Residential Land

Fifteenth Edition

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

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

REFERENCE SCHEDULE

Contract Date: _____

SELLER'S AGENT

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

SELLER

NAME: HARRIDAN PTY LTD ABN: 28 010 335 458

ADDRESS: PO BOX 3753

SUBURB: LOGANHOLME STATE: QLD POSTCODE: 4129

PHONE: (07) 3440 9000 MOBILE: _____ FAX: (07) 3806 3077 EMAIL: sales@harridan.com.au

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: MULLINS LAWYERS

REF: _____ CONTACT: ANTHONY O'DWYER

ADDRESS: GPO BOX 2026

SUBURB: BRISBANE STATE: QLD POSTCODE: 4001

PHONE: (07) 3224 0222 MOBILE: _____ FAX: (07) 3224 0333 EMAIL: aodwyer@mullinslawyers.com.au

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

PROPERTY

Land: ADDRESS: PROPOSED LOT _____, "RIVERSIDE BELLMERE"
 PADDINGTON STREET

SUBURB: BELLMERE STATE: QLD POSTCODE: 4510

Built On Vacant

Description: Lot: PROPOSED LOT _____, BEING PART OF LOT 22 ON RP 137380
 on: AS SHOWN ON THE PLAN ANNEXED AND MARKED "B"

Title Reference: TO BE ISSUED

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

Present Use: VACANT RESIDENTIAL LAND

Local Government: MORETON BAY REGIONAL COUNCIL

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

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Excluded Fixtures: NIL

Included Chattels: NIL

PRICE

Deposit Holder:

Deposit Holder's Trust Account: MULLINS LAWYERS TRUST ACCOUNT

Bank: ST GEORGE BANK

BSB: 334 040 Account No: 551832647

Purchase Price: \$

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

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

\$ _____ Balance Deposit (if any) payable on:

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

FINANCE

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

Financier: _____

Finance Date: _____

BUILDING AND/OR PEST INSPECTION DATE:

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

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

REFER TO SPECIAL CONDITIONS 2.6 AND 2.7

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

Tenancies:

TENANTS NAME: _____

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

TERM AND OPTIONS: _____

STARTING DATE OF TERM: _____

ENDING DATE OF TERM: _____

RENT: _____

BOND: _____

\$ _____

\$ _____

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

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Managing Agent:

AGENCY NAME: _____

PROPERTY MANAGER: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

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

POOL SAFETY

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

- Yes
- No Clause 4.2 of this contract does not apply

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

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

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

- Yes
- No

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

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

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

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

POOL SAFETY INSPECTOR

Pool Safety Inspector: _____

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

Pool Safety Inspection Date: _____

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

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

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

- installed in the residence
- not installed in the residence

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

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

- installed in the residence
- not installed in the residence

← **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

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

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

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

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GST WITHHOLDING OBLIGATIONS

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

(select whichever is applicable)

- Yes
- No

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

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

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

(select whichever is applicable)

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

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

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

SPECIAL CONDITIONS

- ANNEXURE "A" - SPECIAL CONDITIONS
- ANNEXURE "B" - PROPOSED SURVEY PLAN
- ANNEXURE "C" - GUARANTEE AND INDEMNITY

SETTLEMENT

Settlement Date: _____

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

Place for Settlement: BRISBANE CBD

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

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

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SIGNATURES

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

Buyer: _____ Witness: _____

Buyer: _____ Witness: _____

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

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

Seller: _____ Witness: _____

Seller: _____ Witness: _____

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

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

Deposit Holder: _____

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

TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract:

- (1) Terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) Unless the context otherwise indicates:
 - (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
 - (b) **“ATO”** means the Australian Taxation Office;
 - (c) **“ATO Clearance Certificate”** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
 - (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit, adjusted under clause 2.6;
 - (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
 - (f) **“Bond”** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
 - (g) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
 - (h) **“Business Day”** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
 - (i) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
 - (j) **“Compliance or Exemption Certificate”** means:
 - (i) a Pool Safety Certificate; or
 - (ii) a Building Certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
 - (k) **“Compliant Smoke Alarm”** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
 - (l) **“Contract Date”** or **“Date of Contract”** means the date inserted in the Reference Schedule;
 - (m) **“Court”** includes any tribunal established under statute;
 - (n) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
 - (o) **“Encumbrances”** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
 - (p) **“Essential Term”** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;but nothing in this definition precludes a Court from finding other terms to be essential;
 - (q) **“Financial Institution”** means a Bank, Building Society or Credit Union;
 - (r) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
 - (s) **“GST”** means the goods and services tax under the *GST Act*;
 - (t) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
 - (u) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
 - (v) **“Improvements”** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
 - (w) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
 - (x) **“Notice of No Pool Safety Certificate”** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
 - (y) **“Notice of Nonconformity”** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
 - (z) **“Outgoings”** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
 - (aa) **“Pest Inspector”** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
 - (bb) **“Pool Safety Certificate”** has the meaning in section 231C(a) of the *Building Act 1975*;
 - (cc) **“Pool Safety Inspection Date”** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
 - (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date;
 - (dd) **“Pool Safety Requirements”** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
 - (ee) **“Pool Safety Inspector”** means a person authorised to give a Pool Safety Certificate;
 - (ff) **“PPSR”** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
 - (gg) **“Property”** means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
 - (hh) **“Rent”** means any periodic amount payable under the Tenancies;
 - (ii) **“Reserved Items”** means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;

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

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

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

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

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

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
 in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification form* ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation form* ("Form 2");

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

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

3. FINANCE

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

4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

4.1 Building and Pest Inspection

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

4.2 Pool Safety

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
 - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - (e) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the Tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;

- (3) manufacturer's warranties regarding the Included Chattels; and
 - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

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

5.7 Consent to Transfer

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

6. TIME

6.1 Time of the Essence

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

6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a settlement obligation solely as a consequence of a Natural Disaster but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' settlement obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their settlement obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its settlement obligations.
- (4) When an Affected Party is no longer prevented from performing its settlement obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.

- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
 - (a) "Affected Party" means a party referred to in clause 6.2(1);
 - (b) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (c) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
 - (d) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Natural Disaster.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
 - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and

- (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

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

7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("**Work or Expenditure**") must be fully complied with:
 - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
 - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.

- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975*,
 and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract or any right at common law, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).

- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

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

11.2 Completion of Electronic Workspace

- (1) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1) and 2.5(3)(f).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e),
(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clauses 5.3(1)(b) and (c) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than releases of Encumbrances referred to in clause 11.3(5)) for Electronic Lodgement in the Land Registry.
- (5) The Seller will be taken to have complied with clause 5.3(1)(c), (d), (e) and (f) if the Seller's Solicitor:
 - (a) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (b) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (6) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (7) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

11.4 Computer System Unavailable

- (1) If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or PEXA is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.
- (2) A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, settlement is deemed to occur at the time of Financial Settlement.

11.5 Withdrawal from Electronic Settlement

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

- (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to PEXA; or
 - (c) the Buyer's or Seller's Financial Institution is unable to settle using PEXA.
- (3) If clause 11.5(2) applies:
 - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

Each party must pay its own fees and charges of using PEXA for Electronic Settlement.

11.7 Definitions for clause 11

In clause 11:

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

ECNL means the Electronic Conveyancing National Law (Queensland).

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

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

Electronic Settlement means settlement facilitated by PEXA.

Electronic Workspace means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement.

Financial Settlement means the exchange of value between Financial Institutions in accordance with the Financial Settlement Schedule.

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

PEXA means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents.

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

ANNEXURE A
SPECIAL CONDITIONS

1 INTERPRETATION AND AMENDMENT OF TERMS OF CONTRACT

1.1 In addition to the definitions stated in clause 1.1 of the REIQ Terms of Contract, the following definitions apply to this Contract:-

“Acoustic Report” means the *Traffic Noise Assessment* prepared by MWA Environmental dated 20 February 2017 attached in Annexure “D”;

“Adjustment Date” means the date on which the Plan is lodged for registration at the Department of Natural Resources and Mines;

“Approval” means any approval from any relevant Authority which is necessary or desirable to seal or register the Plan or create the Title;

"Authority" means any government, administrative or judicial body, department, commission, authority, tribunal, agency or statutory body;

“Bushfire Management Plan” means the Bushfire Management Plan prepared by the Consultancy Bureau dated March 2017 attached in Annexure “E”;

“Development” means the development to be constructed on the Parcel generally in accordance with the Proposed Plan;

"Development Permits" means the Negotiated Decision Notice dated 14 September 2017 (DA/33913/2017/V3RM) for Reconfiguring a Lot (1 into 32 Lots and park);

"Disclosure Plan" means the disclosure plan which is annexed to the Disclosure Statement in accordance with the *Land Sales Act 1984*;

"Disclosure Statement" means the disclosure statement given to the Buyer by the Seller prior to the Buyer entering into this Contract in accordance with the *Land Sales Act 1984*;

"Minor Variation" is a variation of 5% or less in the area of the Land or in the lineal dimensions of the Land.

"Object" includes delay Settlement, make or assert a Claim, withhold or require a retention of all or part of the Purchase Price or terminate this Contract.

"Parcel" means the property described as Lot 22 on RP 137380, of which the Land currently forms part;

"Plan" means the plan of survey required to create the Title in registrable form sealed or signed by the relevant Authority, generally in accordance with the Proposed Plan.

"Proposed Plan" means the plan attached in Annexure "B";

"Registration Date" means that date which is 18 months after the date of this Contract;

"Settlement" means completion of this Contract;

"Title" means a separate indefeasible freehold title for the Land issued from the Department of Natural Resources and Mines.

1.2 In Clause 1.1(2)(z), the definition of "*Outgoings*" is amended by deleting the words "*but excludes land tax*".

1.3 Clauses 2.1, 2.6(5), 2.6(6), 2.6(12) and 2.6(14) are deleted and do not form part of this Contract.

1.4 Clause 2.6 is amended by substituting the words "Settlement Date" with "Adjustment Date".

1.5 Clause 2.6(4) is deleted and the following clause is inserted in its place:

"Land Tax must be adjusted:

a) *where there is separate assessment for the Land, on the actual Land Tax assessment which is paid or payable (or expected to be paid or payable as advised by the Office of State Revenue) by the Seller for the relevant financial year in respect of the Land;*

or

b) *where there is no separate assessment for the Land, on the actual assessment which is paid or payable (or expected to be paid or payable as advised by the Office of State Revenue) by the Seller for the relevant financial year in respect of the Parcel that includes the Land before the Land was created as a separate title multiplied by the area of the Land divided by the total area of all lots in the Parcel (excluding lots and areas which are not permitted to be used for residential purposes under the Development Permits for the Parcel such as park land, road, reserves and footpaths)."*

1.6 Despite the fact that land tax may not have been paid for the year current at the date of possession (or any prior year) and despite the Office of State Revenue specifying, in writing, to the Buyer that it would be prudent to hold a sum of money until a final clearance issues for the Land:

1.3.1 the Buyer must not require payment of land tax by the Seller prior to Settlement;

1.3.2 the Buyer must not require any retention from the Purchase Price; and

1.3.3 the Buyer must not Object;

but this clause 1.6 is subject to an appointment of agent made by the Office of State Revenue. The Seller undertakes that it will pay or cause to be paid all assessments for land tax with respect to the Land for the period up to and including the date of possession. Land Tax is to be treated as paid for the purpose of Standard Condition 2.6(4).

1.7 If any Outgoings are assessed but unpaid at the Adjustment Date (and the Seller is responsible for payment of the Outgoings or an adjustment is required in respect of the Outgoings), then the Seller undertakes to make payment of those Outgoings:

1.4.1 within thirty (30) days of the Settlement Date; or

1.4.2 by the due date for payments:

whichever is the latest.

The relevant Outgoings will be treated as paid at the Adjustment Date for the purpose of Standard Condition 2.6(2).

1.8 There will be no adjustment for water consumption in respect of the Land.

2 REGISTRATION OF PLAN

2.1 This Contract is subject to:-

(a) the registration at the Department of Natural Resources and Mines of the Plan; and

(b) the creation of the Title;

by the Registration Date.

2.2 The Seller will use reasonable endeavours to procure the registration of the Plan and the creation of the Title by the Registration Date.

2.3 The Seller must give the Buyer written notice of registration of the Plan and creation of the Title within a reasonable time of being notified by the Department of Natural Resources and Mines.

2.4 If the Plan has not registered by the Registration Date, either party may terminate this Contract by written notice to the other, all moneys paid by the Buyer under this Contract must be refunded to the Buyer in full and neither party will have any further claim against the other by reason of that termination.

2.5 The Buyer acknowledges that it has been given the opportunity to read the Development Permits, that the Land is being sold subject to those conditions and that it has satisfied itself regarding those conditions and shall not Object in that regard.

2.6 The Buyer acknowledges that it is purchasing the Property subject to:

- (a) any encumbrance notified on the Disclosure Plan or the Proposed Plan as affecting the Land;
- (b) for Lots 1 to 5 inclusive, the 2.2 metre high acoustic barrier identified in Figure 4 of the Acoustic Report that has no air gaps (including at the base and between panels) constructed of an aesthetically pleasing weather resistant material such as landscaped earth mounds or sawn timber, plywood, coloured and patterned concrete, steel, brick or transparent acoustic fencing;
- (c) for Lots 6 to 14 inclusive, the semi-transparent fencing to the boundary to a maximum height of 1.2 metres;
- (d) for all lots, the requirements and recommendations of the Bushfire Management Plan;
- (e) for Lots 1 to 5 inclusive, the prohibition of vehicular access from River Drive to those lots and that the following property note will apply and attach to the Moreton Bay Regional Council database:

“Vehicular access to this lot directly from River Drive is prohibited for traffic management and safety reasons.

Further details can be found in the development permit creating the lot or the development approval for the use, and the associated Council report (Delegated or Council Meeting) or approval letter. This information is available through the PD Online facility on Council’s website www.moretonbay.qld.gov.au.”

- (f) for Lots 4, 5, 12, 13, 17, 19 and 20, that the following property note will apply and attach to the Moreton Bay Regional Council database:

“A plan has been approved by Council for this lot identifying how and/or where development on this lot is to occur. Any development on this lot must be in accordance with the approved plan and associated conditions.

Further details can be found in the development permit creating the lot or the development approval for the use, and the associated Council report (Delegated or Council Meeting) or approval letter. This information is available through the PD Online facility on Council’s website www.moretonbay.qld.gov.au.”

- (g) for Lots 1 to 8 inclusive and Lots 30 to 32 inclusive that the following property note will apply and attach to the Moreton Bay Regional Council database:

“It is required that any residential development on this lot be designed and constructed in accordance with the relevant acoustic design and construction standards, or the specific requirements approved in any acoustic report.

Further details can be found in the development permit creating the lot or the development approval for the use, and the associated Council

report (Delegated or Council Meeting) or approval letter. This information is available through the PD Online facility on Council's website www.moretonbay.qld.gov.au."; and

- (h) any other easement or encumbrance required under any Approval or by any Authority, provided they do not materially and adversely affect the use or value of the Land.

2.7 The Buyer must not Object in relation to:-

- (a) Any easements or other Encumbrances on the Land permitted under this clause; or
- (b) Any statutory encumbrances in relation to the Land, and the Buyer purchases subject to them; or
- (c) Any Minor Variations in the dimensions or area of the Land.

2.8 The Buyer acknowledges that before it entered into this Contract, it has read and understood the provisions of this Special Condition and that it agrees that these provisions are reasonably necessary in order to protect the legitimate interests of the Seller.

3 DISCLOSURE UNDER THE *LAND SALES ACT 1984*

3.1 The Buyer acknowledges that it has received a Disclosure Statement and Disclosure Plan in accordance with the requirements of the *Land Sales Act 1984* prior to entering into this Contract.

4 SETTLEMENT DATE

4.1 The Settlement Date shall be fourteen (14) days after written notification from the Seller or the Seller's Solicitors to the Buyer or the Buyer's Solicitors that the Plan has been registered at the Department of Natural Resources and Mines.

4.2 The Settlement Date shall be no greater than 18 months from the Contract Date. In the event that Settlement is not effected within 18 months from the Contract Date, then the Buyer, provided the Buyer is not in default, may terminate this Contract by notice in writing, any Deposit shall be refunded in full and neither party shall have any further rights against the other.

5 DIRECTOR'S GUARANTEE

If the Buyer is a company, unless a guarantee in the form set out in Annexure "C" has been executed by all the directors of the Buyer by the Contract Date, the Seller may at any time until Settlement terminate this Contract by notice to the Buyer and in that event this Contract shall be at an end, any monies paid are to be refunded to the Buyer and neither party will have any further rights against the other.

6 GOODS AND SERVICES TAX

The Purchase Price includes any Goods and Services Tax applicable to the sale of the Land to the Buyer. The parties agree that the Seller will apply the margin scheme

to determine the Goods and Services Tax payable on the supply made under this Contract.

7 TRUSTEE

If the Buyer enters into this Contract as trustee, the Buyer:

- 7.1 Accepts this Contract both as trustee and in its own capacity;
- 7.2 Acknowledges its own liability for the performance of its obligations under this Contract;
- 7.3 Must take steps to ensure the assets of the trust are available to rectify any breach under this Contract;
- 7.4 Must on demand by the Seller, assign any rights of indemnity the Buyer (as trustee) has against the assets of the trust; and
- 7.5 Warrants that:-
 - 4.5.1 it has the power and authority to enter into this Contract; and
 - 4.5.2 entry into this Contract is due administration of the trust.

8 PERSONAL INFORMATION

The Buyer:

- 8.1 Acknowledges the Seller has collected personal information (as defined in the *Privacy Act 1988*) of the Buyer ("the Personal Information") for the purpose of completing the transaction as set out in this Contract;
- 8.2 Consents to the Seller disclosing to:-
 - 5.2.1 the owners of properties adjoining the Land the Buyer's name, address, telephone number(s) and/or e-mail address to assist in contacting the Buyer about the construction of a dividing fence; and
 - 5.2.2 the Council, any government department or other Authority any Personal Information;
- 8.3 is able to gain access to the Personal Information of the Buyer which is held by the Seller by providing the Seller with a written request.

9 LODGEMENT OF TRANSFER DOCUMENTS

To ensure notice of change of ownership of the Land is provided to the Council and other Authorities promptly after Settlement, the Buyer must use all reasonable endeavours to lodge the Transfer Documents (including the combined form (currently a Form 24)) with the Department of Environment and Resource Management no later than thirty (30) days after Settlement.

10 WHOLE AGREEMENT

- 10.1 Except to the extent set out in this Contract:
- 7.1.1 this Contract constitutes the entire agreement between the parties with respect to its subject matter and contains all the representations, undertakings, warranties, covenants, agreements and deeds of the parties;
 - 7.1.2 this Contract supersedes all prior negotiations, contracts, agreements, understandings, arrangements and deeds with respect to the subject matter of the Contract; and
 - 7.1.3 there are no representations, undertakings, warranties, covenants, agreements or deeds between the parties, express or implied except as contained in this Contract,
- 10.2 The Buyer acknowledges it has made its own enquiries and has not relied upon any representation by the Seller, the Seller's solicitor or the Seller's agent or any servant or agent of the Seller or any other person including the Buyer to enter into this Contract other than as expressly set out in this Contract.

11 CONFIDENTIALITY

No announcement relating to the subject matter or terms of this Contract or any negotiations about it is to be made by any person unless the announcement is in a form agreed by the Seller and the Buyer.

12 NO NOMINEE OR AGENCY

- 12.1 This Contract or any part of it is not to be assigned by the Buyer. The Buyer may not require or direct a transfer of the Land in favour of the Buyer's assignee or nominee.
- 12.2 The Buyer declares that it is purchasing the Land on its own behalf as principal and not as an agent for a third party.

13 CAVEAT

- 13.1 The Buyer waives the right to lodge any caveat in relation to the Land and the Buyer appoints the Seller as its attorney to sign any documentation to remove any caveat lodged by the Buyer in contravention of this clause.

14 RELEASE OF MORTGAGE

- 14.1 If at Settlement the Land is subject to a registered mortgage, the Buyer must at Settlement accept an executed unstamped partial release of mortgage and the Buyer must not refuse to complete this Contract because this document will be provided at Settlement.
- 14.2 Any security interest registered in respect of the Seller under the *Personal Property Securities Act 2009* ("Security Interest") is not an Encumbrance for the purposes of this Contract.

14.3 The Buyer must not Object to any Security Interest and the Buyer agrees that the Seller is not required to produce a release of the Property from the Security Interest at Settlement.

15 SERVICES

15.1 This clause applies despite any other provision in this Contract.

15.2 The Buyer is purchasing the Property subject to the existing or proposed water supply, sewerage, drainage, gas, electricity, telephone and other installations and services (if any). The Seller does not warrant that any or all services will be provided or that such services passing through the Land or any adjoining land will be protected by easements. The Buyer must not:

12.2.1 refuse to complete this Contract;

12.2.2 refuse to pay any part of the Purchase Price; or

12.2.3 delay completion or

12.2.4 make any claim against the Seller;

in respect of the nature, location, availability or non-availability of any service.

16 FENCING

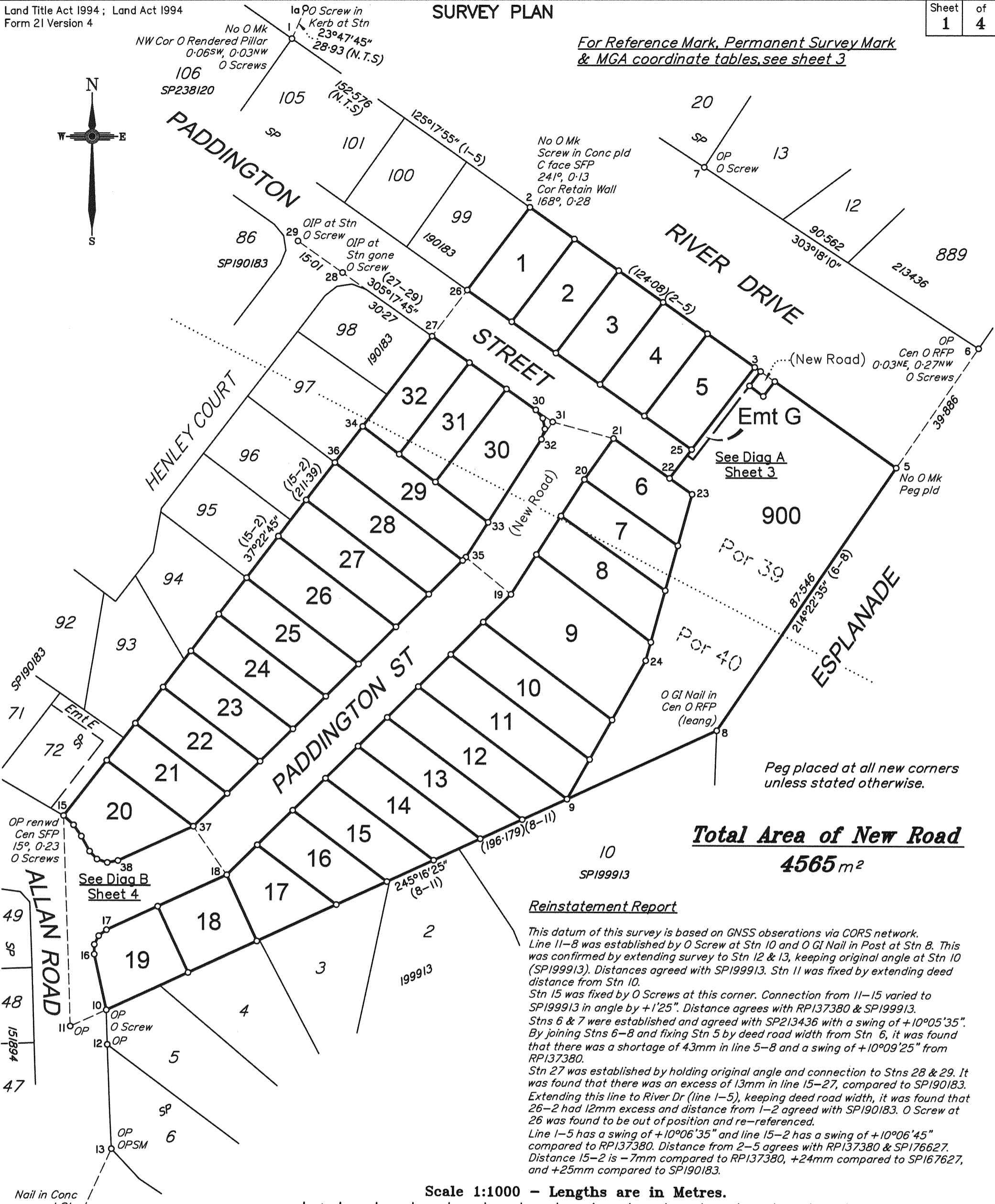
The Seller and the Buyer agree that notwithstanding anything in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* to the contrary, the Seller shall not be liable to or required at any time by the Buyer, his executors, administrators or join in or contribute towards the expenses of maintaining or erecting any fence or fences erected or to be erected or for fencing any of the dividing lines between the Property and any adjoining land of the Seller and that the Buyer shall indemnify and keep indemnified the Seller in respect of the foregoing.

17 INSURANCE AND RISK

The property shall remain at the Seller's risk until the Settlement.

ANNEXURE B
PROPOSED PLAN

For Reference Mark, Permanent Survey Mark & MGA coordinate tables, see sheet 3



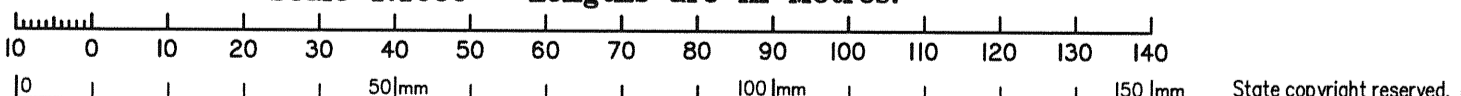
Peg placed at all new corners unless stated otherwise.

Total Area of New Road
4565 m²

Reinstatement Report

This datum of this survey is based on GNSS observations via CORS network. Line 11-8 was established by 0 Screw at Stn 10 and 0 GI Nail in Post at Stn 8. This was confirmed by extending survey to Stn 12 & 13, keeping original angle at Stn 10 (SP199913). Distances agreed with SP199913. Stn 11 was fixed by extending deed distance from Stn 10. Stn 15 was fixed by 0 Screws at this corner. Connection from 11-15 varied to SP199913 in angle by +1'25". Distance agrees with RPI37380 & SP199913. Stns 6 & 7 were established and agreed with SP213436 with a swing of +10°05'35". By joining Stns 6-8 and fixing Stn 5 by deed road width from Stn 6, it was found that there was a shortage of 43mm in line 5-8 and a swing of +10°09'25" from RPI37380. Stn 27 was established by holding original angle and connection to Stns 28 & 29. It was found that there was an excess of 13mm in line 15-27, compared to SP190183. Extending this line to River Dr (line 1-5), keeping deed road width, it was found that 26-2 had 12mm excess and distance from 1-2 agreed with SP190183. 0 Screw at 26 was found to be out of position and re-referenced. Line 1-5 has a swing of +10°06'35" and line 15-2 has a swing of +10°06'45" compared to RPI37380. Distance from 2-5 agrees with RPI37380 & SP176627. Distance 15-2 is -7mm compared to RPI37380, +24mm compared to SP167627, and +25mm compared to SP190183.

Scale 1:1000 - Lengths are in Metres.



<p>Plan of Lots 1 - 32 & 900 and Easement G in Lot 900</p> <p>Cancelling Lot 22 on RPI37380</p>		Scale: 1:1000
		Format: STANDARD
<p>LOCAL GOVERNMENT: MORETON BAY R.C. LOCALITY: BELLMERE</p> <p>Meridian: MGA Zone56 vide CORS</p>		<p>SP299463</p>
		Plan Status:
F/N's: NO		

LAND SURVEYING DYNAMICS (LSD) PTY LTD ACN 154 593 870 hereby certify that the land comprised in this plan was surveyed by the corporation, by David Joseph Bakker, Registered Surveying Graduate, for whose work the corporation accepts responsibility, under the supervision of Lee Summers, Cadastral Surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 12/10/2018.

[Signature]
Director
7 December 2018.
Date

2018/12/06 L:\Jobs\Current\12301\Harridan - Cobalture\Drawings\Survey Plans\SP299463.dwg

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

(Dealing No.)

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We HARRIDAN PTY LTD A.C.N. 010 335 458

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* ~~as Lessees of this land agree to this plan.~~

Signature of *Registered Owners *~~Lessees~~

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the :
%

Dated this day of

..... #

..... #

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File :
Local Govt : DA/33913/2017/V3RM
Surveyor : 12301

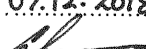
6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
15233194	Lot 22 on RPI37380	1 - 32 & 900	New Road	Emt G

1 - 6	POR 39
7, 8, 30-32, 900	POR 39 & 40
9 - 29	POR 40

Lots	Orig
------	------

7. Orig Grant Allocation :

8. Passed & Endorsed :

By: LAND SURVEYING DYNAMICS
(LSD) PTY LTD ACN 154 593 870
Date: 07.12.2018
Signed: 
Designation: Liaison Officer

9. Building Format Plans only.

I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining lots and road~~

.....
Cadastral Surveyor/Director* Date
*delete words not required

10. Lodgement Fees :

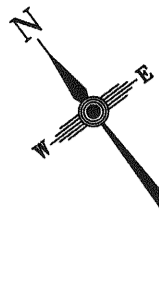
Survey Deposit	\$
Lodgement	\$
____New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

II. Insert Plan Number

SP299463

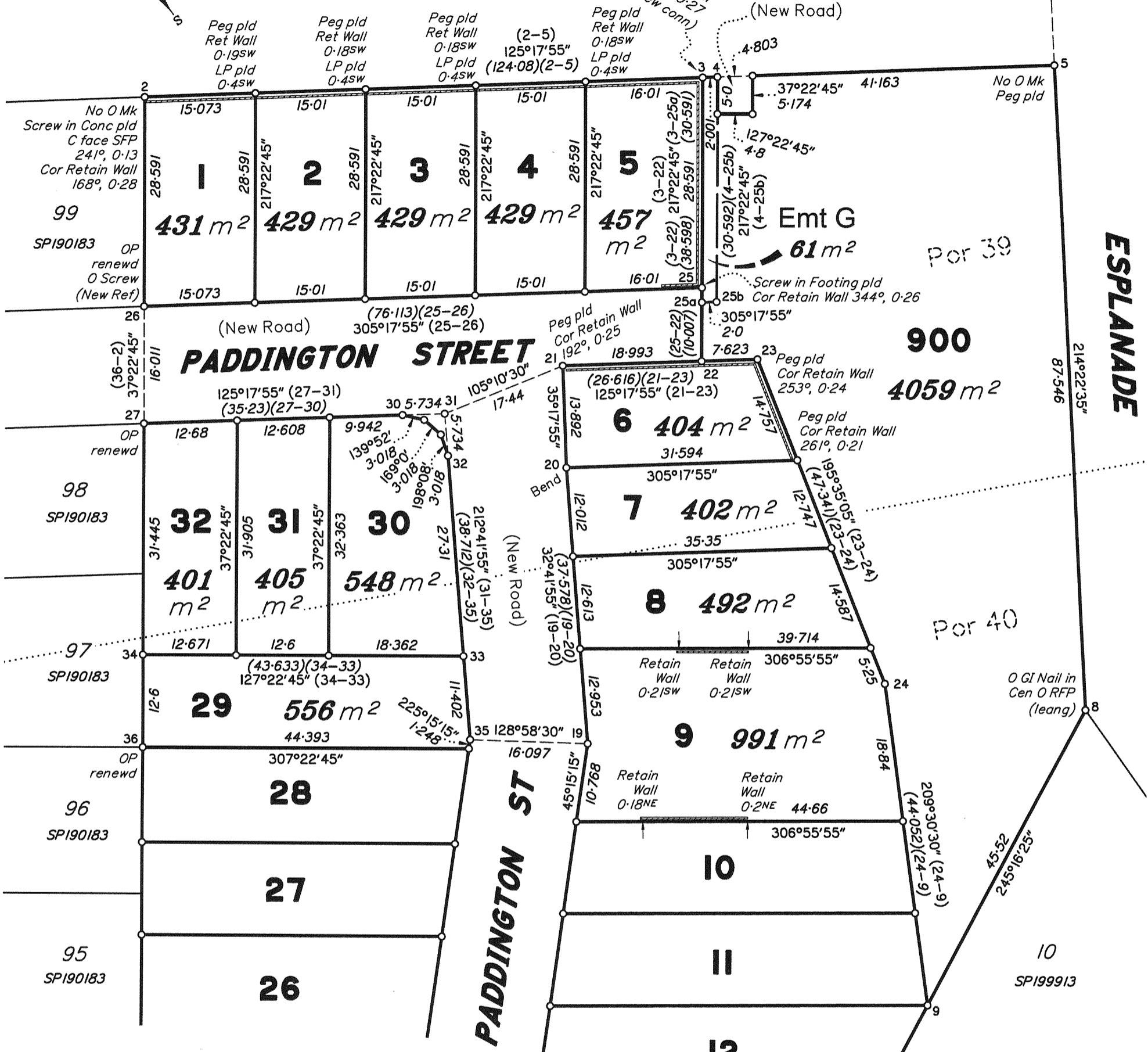
DIAGRAM A

Scale 1:600



RIVER DRIVE

(New Road)
Cor Retain Wall
0 Screw (new conn)
Peg pld Ret Wall 258° 0'27"
Peg pld Ret Wall 0-18sw
LP pld 0-4sw



REFERENCE MARKS

See Diag B on Sheet 4

STN	TO	BEARING	DIST	ORIGIN
1	O Screw in Path	341°31'15"	3-14	13/SP238120
1	O Screw in Path	23°47'45"	28-93	13/SP238120
1a	O Screw in Path	At	Stn	13/SP238120
2	Pin	108°15'	2-75	
3	O Screw in M/Hole (New Conn)	315°10'50"	36-11	2/SP213436
5	Screw in H/wall	175°0'	2-223	
6	O Screw in Rock	243°39'35"	4-786	1/SP206835
6	O Screw in Conc	231°43'35"	5-441	1/SP206835
7	O Screw in M/Hole	201°17'30"	31-465	2/SP213436
8	Pin	293°17'30"	11-41	
9	Pin	116°26'	3-65	
10	Screw in Path	245°54'	6-05	
10	O Screw in Kerb	218°35'25"	12-025	4/SP199913
14	Nail in Conc	At	Stn	
15	Screw in Kerb	218°10'	3-96	

STN	TO	BEARING	DIST	ORIGIN
15	O Screw in Kerb	286°56'05"	7-245	25/SP190183
15	Screw in Kerb	216°30'45"	12-607	
15	O Screw in Conc	224°20'05"	14-162	19/SP176627
16	Screw in Channel	316°40'45"	19-804	
17	Screw in Kerb	285°02'30"	5-103	
18	Screw in Kerb	329°21'	4-14	
19	Screw in Kerb	309°28'	3-825	
21	Screw in Path	320°22'	1-023	
23	Screw in Path	74°14'	0-953	
25	Screw in Kerb	201°14'	3-38	
25	Screw in Conc	299°35'	19-168	
26	Screw in Kerb	213°52'	3-79	
26	O Screw in Kerb (New Ref)	259°24'	5-295	6/SP190183
27	Screw in Path	334°48'	2-948	
27	Screw in Kerb	55°13'	4-015	

STN	TO	BEARING	DIST	ORIGIN
28	OIP gone	At	Stn	14/SP190183
28	O Screw in Kerb	8°29'05"	0-747	14/SP190183
29	OIP	At	Stn	13/SP190183
29	O Screw in Kerb	63°04'05"	0-371	13/SP190183
30	Screw in Kerb	36°40'	3-695	
32	Screw in Kerb	122°37'	3-722	
35	Screw in Kerb	129°58'	3-677	
37	Screw in Kerb	139°37'	3-534	
38	Screw in Path	145°27'	1-69	
38	Screw in Kerb	119°28'	4-575	

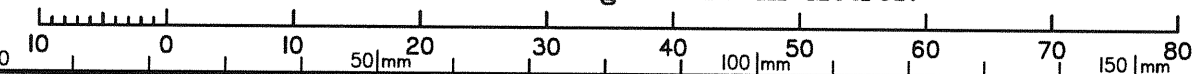
M.G.A. COORDINATES GDA-94

STATION	EASTING	NORTHING	ZONE	P.U.	LINEAGE	METHOD	REMARKS
1a	492 915-875	7 003 574-295	56	0-049	Derived	Network RTK	O Screw in Kerb at Stn
14	492 897-978	7 003 165-564	56	0-049	Derived	Network RTK	Nail in Conc at Stn

PERMANENT SURVEY MARKS

PSM	ORIGIN	BEARING	DIST	NO
13-OPSM	3/SP199913	170°10'25"	6-445	166346

Scale 1:600 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP299463**

See Diag A on Sheet 3

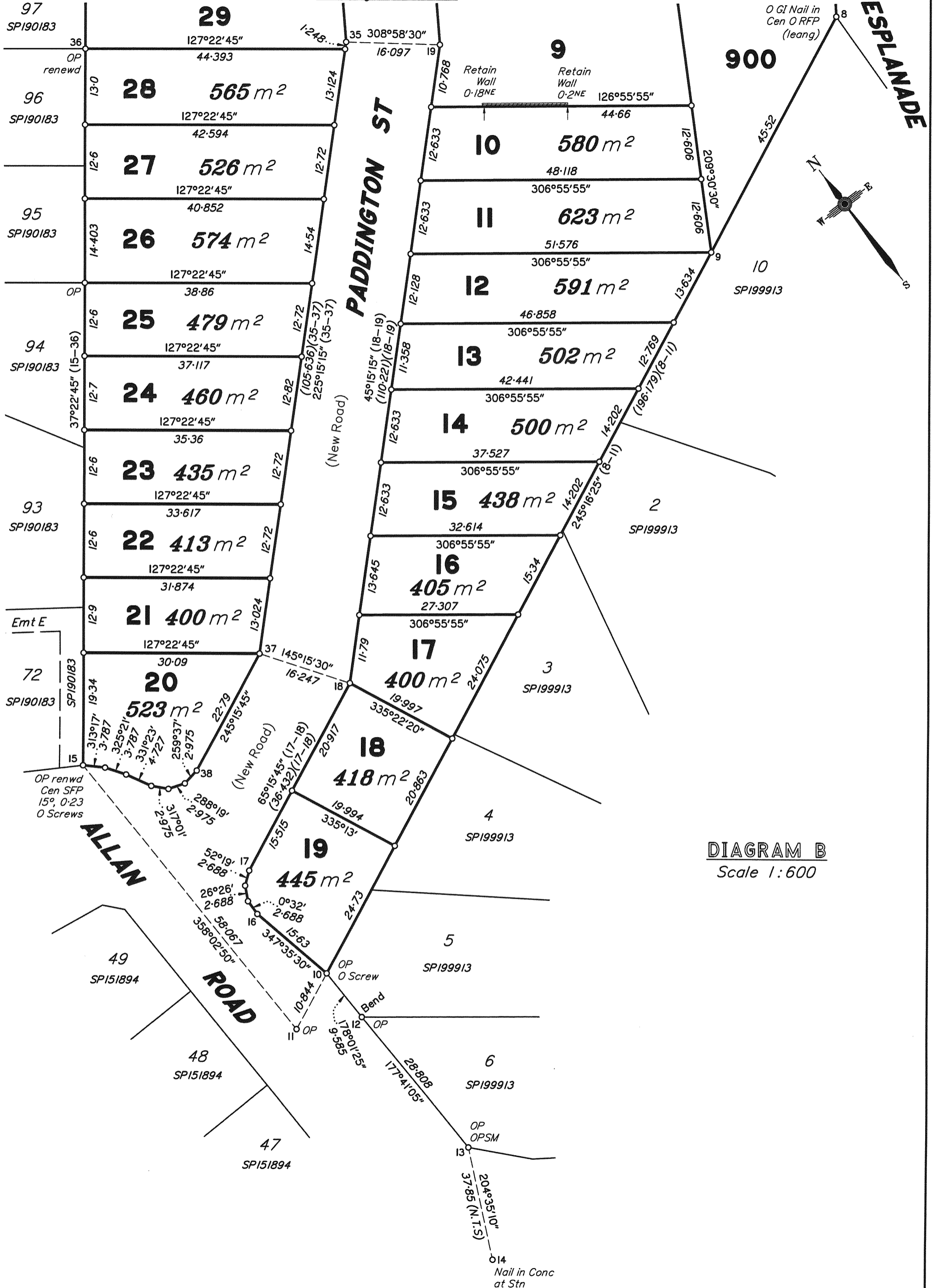
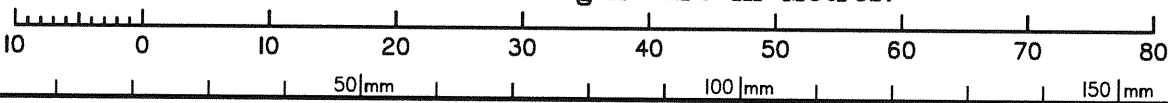


DIAGRAM B
Scale 1:600

Scale 1:600 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP299463**

GUARANTEE AND INDEMNITY

BY: _____

Of _____

("the Indemnifier")

IN FAVOUR OF:

HARRIDAN PTY LTD ABN 28 010 335 458 of 20 –26 Burchill Street, Loganholme in
the State of Queensland ("the Seller")

IN CONSIDERATION of the Seller entering into the contract of sale of which this Annexure C forms part with the Buyer of the Property more fully described in the contract, the Indemnifier **HEREBY AGREES** with the Seller AND IT IS HEREBY AGREED by and between the parties as follows:

1. The Indemnifier:

- 1.1 Undertakes to indemnify the Seller and keep the Seller indemnified against any failure by the Buyer to perform and observe the terms and conditions of the Agreement whether or not the same are enforceable by the Seller against the Buyer.
- 1.2 Guarantees the Seller that the Buyer will punctually perform and observe all the Buyer's obligations under the Agreement including the due and punctual payment of all monies payable by the Buyer under the Agreement.
- 1.3 Agrees that if at any time any of the obligations of the Buyer or any of the terms and conditions of the said Agreement are not duly and punctually observed and performed, the Indemnifier will on demand observe and perform the same and pay all the Seller's costs (as between solicitor and own client) and expenses arising out of or in connection with the non-observance or non-performance by the Buyer of the Agreement or of this indemnity and guarantee.
- 1.4 Insofar as the Obligations of the Indemnifier are those of a guarantor the Indemnifier agrees that this guarantee shall be a continuing guarantee and that the liability of the Indemnifier shall not be affected by any matter or thing whatsoever and in particular and without in any way limiting the generality of the foregoing shall not be affected by:
 - 1.4.1 the giving or granting to the Buyer or to any other person of any time, credit, consideration, forbearance or other indulgence;
 - 1.4.2 the invalidity or unenforceability either in whole or in part of the Agreement;

- 1.4.3 the variation of any of the terms of the Agreement by agreement between the Seller and the Buyer or any other agreement or arrangement from time to time between the Seller and the Buyer;
- 1.4.4 the release or discharge (wholly or partially) of the Buyer or of any indemnifier whether by operation of law or in any manner otherwise than by full and complete performance by the Buyer of all the obligations to be performed and observed by it or the Seller's inability for any reason to sue the Buyer upon the Agreement or recover any amounts due thereupon from the Buyer;
- 1.4.5 the death, mental incapacity, bankruptcy, assignment for the benefit of creditors, arrangement with creditors, winding up, reconstruction, official management, receivership, liquidation, striking off or other demise of the Buyer or any indemnifier;
- 1.4.6 the Seller becoming a party to or bound by any compromise, assignment of property, scheme of arrangement, composition of debts, or scheme of reconstruction by or relating to the Buyer or any indemnifier or any other person;
- 1.4.7 any transaction or arrangement or agreement whether in respect of the Agreement or otherwise that may take place between the Seller and the Buyer, the Seller and any indemnifier or the Buyer and any indemnifier;
- 1.4.8 the Seller failing or neglecting to exercise or waiving or deferring any or all of its rights or remedies under the Agreement;
- 1.4.9 any lack of capacity or power by the Buyer to enter into the Agreement or by any indemnifier to enter into this Deed of Guarantee and Indemnity;
- 1.4.10 any act or omission on the part of the Seller or any person acting on behalf of the Seller contrary to the interests of the Indemnifier;
- 1.4.11 the obtaining of any judgment against the Buyer or an indemnifier;
- 1.4.12 any actual or alleged set off, defence, counter-claim or other deductions on the part of the Buyer or any indemnifier;
- 1.4.13 any reason that one or more of the persons named herein as Indemnifier may never execute the same or that the execution of this Deed of Guarantee and Indemnity by one or more of such persons (other than the person sought to be made liable hereunder) is or may become unenforceable, void or voidable;
or
- 1.4.14 any other event, act, omission, mistake, laches or default of the Seller or any person whereby the Indemnifier's liability to the Seller would, but for this provision, have been affected or discharged.

- 1.5 Agrees that if any payment made or other obligation performed or to be performed by the Buyer under the Agreement is avoided set aside or otherwise rendered ineffective by statute or otherwise by operation of law such payment or performance as the case may be shall be deemed not to have discharged the obligations of the Indemnifier hereunder and the Indemnifier will forthwith upon the same being so avoided set aside or rendered ineffective make the said payment or perform the said obligations as the case may be.
- 1.6 Agrees that this indemnity and guarantee is in addition to and not in substitution for any other security which the Seller may hold with respect to the Agreement and that it may be enforced without recourse having first been made to such security and without any steps or proceedings having been taken against the Buyer.
- 1.7 Agrees that all monies received by the Seller from or on account of the Buyer including any dividends paid in the bankruptcy or winding up of the Buyer or in the course of any other administration of the affairs of the Buyer on the belief that the Buyer is unable to pay the debts of the Buyer as they fall due and any sums resulting from the realisation or enforcement of any other security capable of being applied by the Seller in reduction of the indebtedness of the Buyer shall be regarded for all purposes as payments in gross without any right on the Indemnifier's part to stand in the Seller's place or claim the benefit of any money so received until the Indemnifier has paid the total indebtedness of the Buyer to the Seller hereunder.
- 1.8 Agrees that the Indemnifier shall be in respect of all sums paid by the Indemnifier hereunder and in respect of any other rights which may accrue howsoever to the Indemnifier in respect of any sum so paid rank and be entitled to enforce the same only after all the monies hereby secured shall have been duly paid and satisfied and that in the event of the bankruptcy or winding up of the Buyer or in the course of any other administration of the affairs of the Buyer on the belief that the Buyer is unable to pay the debts of the Buyer as they fall due the Indemnifier will not prove in the same in competition with the Seller and that the Indemnifier hereby waives in the Seller's favour all rights whatsoever against the Buyer so far as may be necessary to give effect to anything in this indemnity and guarantee contained.
- 1.9 Agrees that every covenant and obligation hereunder is given and undertaken by the Indemnifier as a joint and several covenant and obligation and where there are two or more persons executing this guarantee and indemnity each of them shall be bound jointly and severally.

- 1.10 Agrees that this indemnity and guarantee shall enure for the benefit of the Seller, its successors and assigns and shall be binding on the Indemnifier and the Indemnifier's personal representatives, successors and assigns.
- 1.11 Agrees that this indemnity and guarantee shall be governed and construed in accordance with the laws of the State of Queensland, that the service of any court proceedings in any such action or the giving of any notice under or pursuant to this indemnity and guarantee may be effected by posting a copy of such proceedings or such notice by prepaid post addressed to the Indemnifier at the Indemnifier's address shown herein and that such copy proceedings or notice shall be deemed conclusively to have been received by the Indemnifier on the day after the date upon which it has been posted.
- 1.12 Agrees to pay the Seller upon demand its costs on a Solicitor and own client basis of and incidental to the enforcement or attempted enforcement by the Seller of any of its rights under this granted indemnity.
- 1.13 Agrees that the singular shall include the plural and vice versa; a reference to any gender shall include all genders; a reference in the case of a corporation to winding up shall include official management receivership or scheme of arrangement; and reference to a person includes a reference to a corporation and vice versa.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED)
 by _____)
 as Indemnifier in the presence of:)

Witness

SIGNED SEALED AND DELIVERED)
 by _____)
 as Indemnifier in the presence of:)

Witness

ANNEXURE D
ACOUSTIC REPORT



TRAFFIC NOISE ASSESSMENT

RESIDENTIAL SUBDIVISION

**38 RIVER DRIVE
BELLMERE**

Prepared for:
Harridan Pty Ltd

Prepared by:
MWA Environmental

20 February 2017

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1.0 INTRODUCTION	1
1.1 STUDY BRIEF.....	1
1.2 SITE DESCRIPTION.....	1
1.3 PROPOSED DEVELOPMENT	1
2.0 EXISTING NOISE ENVIRONMENT.....	2
2.1 EXISTING NOISE SOURCES.....	2
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FIGURES

ATTACHMENTS

1.0 INTRODUCTION

1.1 STUDY BRIEF

MWA Environmental has been commissioned by Harridan Pty Ltd to prepare a Traffic Noise Assessment report for 38 River Drive (“**the subject site**”) residential subdivision in Bellmere known as Lot 22 on RP137380. The site location is shown on **Figure 1**.

The report has been prepared to assess the potential transport noise impact on future residential amenity at the proposed development from River Drive, north of the subject site.

This report has been prepared under the superseded Caboolture ShirePlan, which mapped the site as being within the Emerging Community area. The Reconfiguring a Lot Code specifies that small lots are permitted where the site is mapped as being within an emerging community area. A small lot is defined as “A residential allotment having an area of between four-hundred (400) and five-hundred and ninety-nine (599) square metres inclusive.”

The subject site is mapped as being within the Residential A zone and the Emerging Community area. Thus, the assessment will be conducted in accordance with the requirements of the Reconfiguring a Lot Code. The assessment has provided solutions necessary to comply with the regulatory traffic noise exposure levels considering 10 year ultimate design horizon traffic flow conditions (Year 2027).

1.2 SITE DESCRIPTION

The proposed development is located to the south of River Drive and is bordered by residential development to the south and west with the Caboolture River to the east of the site (see **Figure 1**).

1.3 PROPOSED DEVELOPMENT

The proposal is for a residential subdivision comprising of 32 lots with 3,883m² of public use land. Access to the site is via Allan Road and Paddington Street which are adjoining roadways to the south and west of the site.

The proposed development site plan is shown on **Figure 2**.

2.0 EXISTING NOISE ENVIRONMENT

2.1 EXISTING NOISE SOURCES

MWA Environmental have conducted detailed noise monitoring, site inspections and reviewed the surrounding land uses. The predominant noise source affecting the proposed development is from the traffic movement on River Drive.

2.2 EXISTING NOISE LEVELS

To enable an assessment of the existing noise exposure on the subject site, detailed noise measurements have been undertaken using a noise datalogger placed at the northern boundary of the site fronting River Drive as shown on **Figure 3** over a continuous four day period from 27 January to 3 February 2017. The datalogger recorded noise levels are included as graphical traces of noise level versus time in **Attachment 1**.

The datalogger was a Rion NL22 Type 2 Logger, programmed to provide statistical analysis results based on 15-minute sampling periods. The logger was pre-calibrated to 94 dB at 1kHz using a Bruel & Kjaer Sound Level Calibrator, Type 4231. At post-calibration the datalogger exhibited less than ± 0.3 dB deviation.

The results of the noise datalogger measurements are summarised in **Table 1** below. Weather conditions during the noise monitoring period were predominantly fine with light to moderate winds.

The recorded noise levels are presented as statistical components, which are described as:

- L₁: Noise level exceeded for 1 percent of the measurement period, referred to as the adjusted maximum sound pressure level.
- L₁₀: Noise level exceeded for 10 percent of the measurement period, referred to as the averaged maximum sound pressure level.
- L₉₀: Noise level exceeded for 90 percent of the measurement period. AS1055.1–1997¹ notes that the L₉₀ is described as the background sound pressure level.
- L_{eq}: An “average” measurement, and as per AS1055.1–1997 defined as the value of the sound pressure level of a continuous steady sound state, that within a measurement period, has the same mean square sound pressure as a sound under consideration whose level varies with time.

¹ Australian Standard AS 1055.1-1997 *Acoustics – Description and measurement of environmental noise, Part 1: General procedures*

**Table 1: Ranges of Datalogger Recorded Noise Levels
27 January to 3 February 2017**

PARAMETER	PERIOD	RECORDED NOISE LEVELS – dB(A)		
		MINIMUM	MAXIMUM	AVERAGE
L ₁	Daytime (7am-6pm)	65.7	76.4	69.3
	Evening (6pm-10pm)	61.5	77.1	66.6
	Night-time (10pm-7am)	47.5	79.8	62.5
L ₁₀	Daytime (7am-6pm)	60.1	74.1	65.3
	Evening (6pm-10pm)	55.8	71.9	61.6
	Night-time (10pm-7am)	40.3	67.6	53.6
L ₉₀	Daytime (7am-6pm)	43.6	68.9	55.3
	Evening (6pm-10pm)	36.4	66.5	45.7
	Night-time (10pm-7am)	32.1	52.6	39.4
L _{eq}	Daytime (7am-6pm)	56.4	70.9	62.5
	Evening (6pm-10pm)	50.9	68.6	57.9
	Night-time (10pm-7am)	40.1	65.3	51.5

The statistical noise level parameters recorded at the noise datalogger location included the following:

Avg. Recorded L ₁₀ (18 hour)	=	63.0 dB(A)
Avg. Recorded L ₉₀ (8 hour)	=	38.5 dB(A)
Avg. Recorded L _{eq} (24 hour)	=	57.5 dB(A)
Maximum L _{eq} (1 hour) 10pm to 6am	=	62.4 dB(A)

To assist in the assessment of traffic noise and ambient background noise, short term attended noise survey was undertaken on Friday 27th of January 2017 using a Rion NL-21 Precision Sound Level Meter pre-calibrated to 94dB at 1kHz. The noise measurements are summarised in **Table 2** below with the noise monitoring locations shown on **Figure 3**.

**Table 2: Recorded Attended Noise Levels
27 January 2017 (15 minute period)**

Location	Time	Recorded Statistical Noise Levels - dB(A)					Comments
		L _{max}	L ₁	L ₁₀	L ₉₀	L _{eq}	
North western Corner of site	11:00	84.4	70.8	65.1	54.3	62.8	Predominant road traffic noise

3.0 NOISE IMPACT ASSESSMENT

3.1 TRAFFIC NOISE IMPACT ASSESSMENT

3.1.1 Traffic Noise Criteria

A traffic noise impact assessment has been prepared in accordance with Caboolture ShirePlan, Part 7 Development Codes, Division 16 - Reconfiguration a Lot Code in particular Table 7.18 as follows:

Table 7.18 Reconfiguration a Lot Code (Part 7 Division 16)	
Column 1	Column 2
Specific Outcomes	Probable Solutions
Control of Noise	
<p>SO1 The noise level at the closest projection of each new lot capable of containing a noise sensitive use (excluding lots dedicated for open space purposes) to the road alignment is:</p> <p>(a) The following levels assessed as the L10 (18 hour) level:</p> <p>(i) For a State controlled road – 63dB(A);</p> <p>(ii) For any other public road – 63dB(A);</p> <p style="padding-left: 20px;">(b) 60dB(A) assessed as the highest one (1) hour equivalent continuous a weighted sound pressure level between 10:00pm and 6:00am;</p> <p style="padding-left: 20px;">(c) 80dB(A) assessed as a single event maximum sound pressure level.</p>	<p>S1.1 For the reconfiguration of land contained in the Residential A, Residential B, Rural Residential, Rural, Open Space, Special Use, Local Centre, District Centre or Metropolitan Centre Zones that is partially or wholly located within 150.0 metres of an existing or future highway, 100.0 metres of an existing or future arterial road or 50.0 metres of an existing or future sub-arterial road, the following criteria are satisfied:</p> <p>(a) New lots (except for those dedicated for open space purposes) are setback at least 50.0 metres from the closest road alignment; and</p> <p>(b) Suitable noise attenuation measures such as landscaped earth mounds and/or sawn timber, plywood, coloured and patterned concrete, steel or transparent (glass) acoustic fencing are constructed between the development and the source/s of noise.</p> <p>S1.2 Development in the Rural Residential, Residential A and Residential B Zones is separated from extractive industry by:</p> <p>(a) one kilometre from hard rock operations or other operations involving blasting; or</p> <p>(b) 500.0 metres from operations not involving or likely to involve blasting.</p> <p>S1.3 Development is separated from Animal Husbandry (Intensive), Aquaculture and rural uses by the distances set out in Table 7.19.</p>

3.1.2 Traffic Data

The Year 2013 traffic data for River Drive in proximity to the subject site was obtained from the Traffic Planning and Design department of Moreton Bay Regional Council and is summarised in **Table 3** below.

A growth rate of 3% was indicated by council officer to be applied to measured traffic volume to predict the traffic volume for the current year and the ultimate planning horizon (Year 2027).

The daily traffic flow is represented in 18 hour traffic flow data necessary to predict the L₁₀ (18 hour) traffic noise levels.

Table 3: Existing and Ultimate Traffic Volumes

Roadway	Vehicles per 18 hour 6am to Midnight			CV%
	Measured 2013	Existing 2017	Ultimate 2027	
River Drive	11,598	13,054	17,543	4.2

3.1.3 Traffic Noise Model Validation

The first step in the predictive traffic noise process is to validate the model to the recorded noise levels, i.e. the aim being to predict to within ± 2 dB of the recorded level, with selected parameters used in the future traffic (ten year horizon) noise modelling scenarios.

The model used in the traffic noise modelling process was SoundPLAN 7.4. This model uses the CoRTN methodology for traffic noise prediction, a method accepted by regulatory bodies in Queensland.

The model used was previously setup and used for assessment of the adjacent development to the east and was appropriately validated for those studies.

The existing free-field L₁₀ (18 hour) noise level at the noise datalogger location was recorded to be 63.0 dB(A) and was predominantly affected by road traffic noise.

The model prediction for the monitoring location was an L₁₀ (18 hour) of 63.8 hence within the acceptable 2dB(A). This demonstrates that the model is suitably validated for the current situation on site.

The results of the SoundPLAN validation model are provided in **Attachment 2**.

3.1.4 Predicted Future Traffic Noise Levels

In order to determine the traffic noise amelioration measures that are required for the proposed development, 10-year design horizon traffic noise predictions have been made at the proposed development. The future traffic noise modelling has considered the proposed allotment location and the topography of the site.

The SoundPLAN 7.4 model was setup to predict the external L_{10} (18 hour) and L_{eq} (1 hour) 10pm to 6am traffic noise levels under ultimate traffic flow conditions.

As SoundPLAN predicts traffic noise levels as the L_{10} (18 hour), predictions were converted to the relevant maximum 1-hour L_{Aeq} noise levels by the application of the following conversion factors based on recorded noise level statistics detailed in **Section 2.0** of this report.

Maximum L_{eq} (1 hour) (10pm to 6am): - 0.6

Attachment 3 presents the model layout and graphical noise contour of the predicted L_{10} (18 hour) and L_{eq} (1 hour) traffic noise levels without acoustic barrier.

Based on the results of the noise modelling without any noise control measures and on the traffic volume projection for the ultimate planning horizon along River Drive, noise control measures will be required to attenuate the noise levels for the proposed allotments.

MWA Environmental has determined that the following acoustic barrier is required for the proposed development to generally comply with the **63 dB(A)** L_{10} (18 hour) noise criterion and **60 dB(A)** maximum L_{eq} (1 hour) 10pm to 6am:

- **2.2 metre high acoustic barrier to the northern boundary of Lot 1 to 5 with part return along the western boundary of Lot 1 and on top of retaining wall on eastern boundary of Lot 5.**

The recommended acoustic barrier alignment and height are presented on **Figure 4**.

The acoustic barrier should be constructed using suitable materials such as timber, masonry or precast concrete panels. The construction material should have a mass of not less than 12.5 kg/m². There shall be no gaps in the noise barrier fence and at the contact between the noise barrier fence and the ground.

Attachment 4 graphical noise contour indicates that compliance is achieved of the predicted L_{10} (18 hour) and maximum L_{eq} (1 hour) traffic noise levels with inclusion of the recommended acoustic barrier.

4.0 CONCLUSIONS

MWA Environmental has been commissioned by Harridan Pty Ltd to prepare a Traffic Noise Assessment report for 38 River Drive (“the subject site”) residential subdivision in Bellmere known as Lot 22 on RP137380.

The report has been prepared to assess the potential transport noise impact considering an ultimate planning horizon of Year 2027 on future residential amenity at the proposed development from River Drive, north of the subject site.

This report has been prepared under the superseded Caboolture ShirePlan, Reconfiguring a Lot Code, which mapped the site as being within the Emerging Community area.

The assessment is based on ambient noise monitoring conducted at the locality, which was used to establish a detailed traffic noise propagation modelling.

Traffic noise levels have been predicted for the proposed allotments using the SoundPLAN 7.4 model to determine traffic noise impact on the ground level.

MWA Environmental has determined that the following acoustic barrier is required for the proposed development to generally comply with the **63 dB(A)** L_{10} (18 hour) noise criterion and **60 dB(A)** maximum L_{eq} (1 hour) 10pm to 6am:

- **2.2 metre high acoustic barrier to the northern boundary of Lot 1 to 5 with part return along the western boundary of Lot 1 and on top of retaining wall on eastern boundary of Lot 5.**

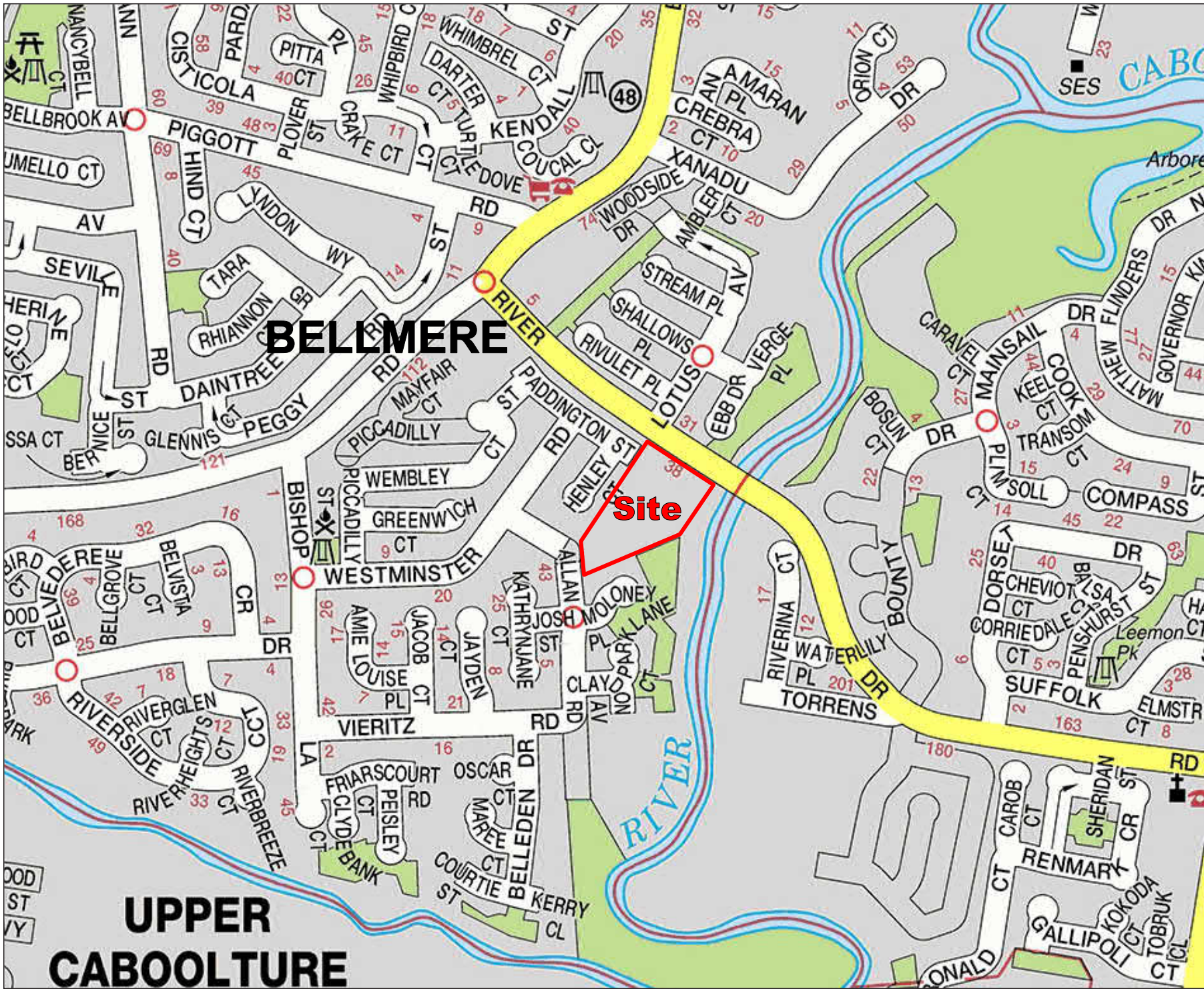
The recommended acoustic barrier alignment and height are presented on **Figure 4**.

The results of the traffic noise modelling considering the recommended acoustic barrier indicate that, the 63 dB(A) L_{10} (18-hour) and 60 L_{eq} (1 hour) criteria will be satisfied at the boundary of the closet allotments of River Drive.

In summary, the assessment has determined that, with appropriate noise control measures to ameliorate road traffic, the proposed residential development can provide a suitable level of amenity for future residents.

MWA Environmental
20 February 2017

FIGURES



DRAWING REFERENCE
 UBD : AUSTRALIAN CITY STREETS 2016

CLIENT
HARRIDAN PTY LTD

PROJECT
**TRAFFIC NOISE
 IMPACT ASSESSMENT**
 PROPOSED RESIDENTIAL
 SUBDIVISION DEVELOPMENT
 38 RIVER DRIVE BELLMERE

TITLE
SITE LOCATION

JOB	BELLMERE	FIGURE 1
JOB NO.	17-002	
DATE	20/02/17	DRAWING NUMBER
SCALE	NOT TO SCALE	17-002-1
REV.		



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 ABN 94 010 833 084

**UPPER
 CABOOLTURE**



LEGEND	
EXISTING	PROPOSED
	PROPERTY BOUNDARY
	5.00 CONTOUR
	BUILDING
	CONCRETE
	EDGE OF BITUMEN
	BARRIER KERB
	KERB AND CHANNEL
	MOUNTABLE KERB ONLY
	KERB RAMP
	STORM WATER MAIN
	STORM WATER MANHOLE
	STORM WATER GULLY PIT
	ROOFWATER
	WATER
	WATER CONDUIT
	SEWER
	SEWER MANHOLE
	RISING MAIN
	GAS
	TELSTRA
	OPTUS
	U/GROUND ELECTRICITY
	OVERHEAD ELECTRICITY
	ABANDONED SERVICE
	FENCE
	RETAINING WALL
	SWALE DRAIN
	TREE

CLIENT
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PROJECT
**TRAFFIC NOISE
IMPACT ASSESSMENT
PROPOSED RESIDENTIAL
SUBDIVISION DEVELOPMENT
38 RIVER DRIVE BELLMERE**

TITLE
SITE PLAN

JOB	BELLMERE	FIGURE 2
JOB NO.	17-002	DRAWING NUMBER
DATE	20/02/17	
SCALE	1:1500 (A4)	17-002-2
REV.		

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NOTE
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Rev	Description	Date
A	ISSUED FOR APPROVAL	MKP 08.02.17

Drawn	MKP	Project	38 RIVER DRIVE, BELLMERE
Designed	MKP	Title	PRELIMINARY CIVIL ENGINEERING SEWERAGE LAYOUT PLAN
Passed	REC		
Checked	REC		

Drawing Number 216017 - SK14	
Scale	AS SHOWN
Rev	A



- LEGEND**
- SITE BOUNDARY
 - D NOISE DATALOGGER LOCATION (UNATTENDED)
 - 1 SHORT TERM NOISE MONITORING LOCATION (ATTENDED)

DRAWING REFERENCES
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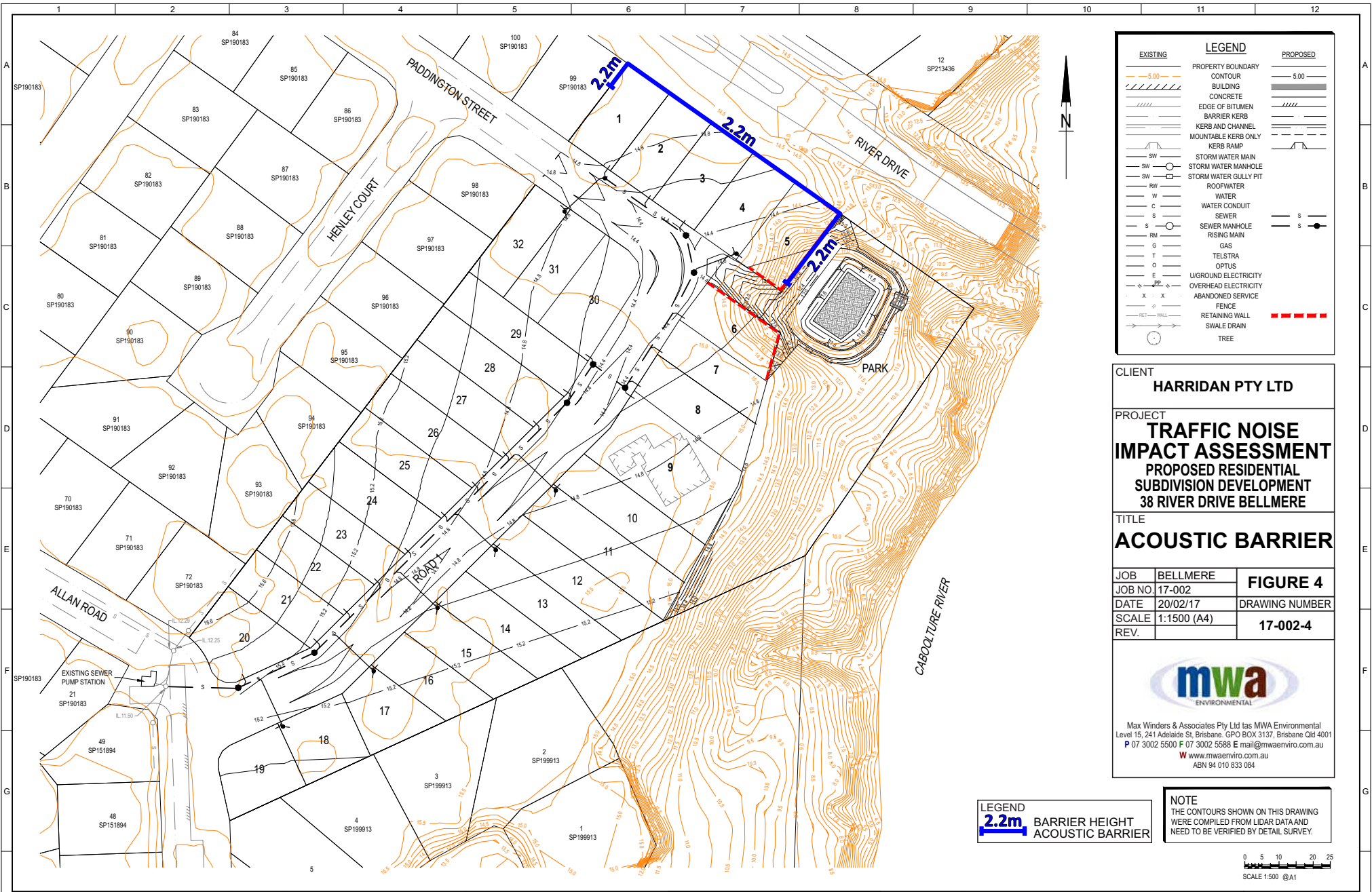
PROJECT
**TRAFFIC NOISE
 IMPACT ASSESSMENT
 PROPOSED RESIDENTIAL
 SUBDIVISION DEVELOPMENT
 38 RIVER DRIVE BELLMERE**

TITLE
**NOISE MONITORING
 LOCATIONS**

JOB	BELLMERE	FIGURE 3
JOB NO.	17-002	
DATE	20/02/17	DRAWING NUMBER
SCALE	1:2500 (A4)	17-002-3
REV.		



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LEGEND	
EXISTING	PROPOSED
--- 5.00 ---	PROPERTY BOUNDARY
--- 5.00 ---	CONTOUR
▨	BUILDING
▨	CONCRETE
▨	EDGE OF BITUMEN
▨	BARRIER KERB
▨	KERB AND CHANNEL
▨	MOUNTABLE KERB ONLY
▨	KERB RAMP
SW	STORM WATER MAIN
SW	STORM WATER MANHOLE
SW	STORM WATER GULLY PIT
RW	ROOFWATER
W	WATER
C	WATER CONDUIT
S	SEWER
S	SEWER MANHOLE
RM	RISING MAIN
G	GAS
T	TELSTRA
O	OPTUS
E	U/GROUND ELECTRICITY
OP	OVERHEAD ELECTRICITY
X X	ABANDONED SERVICE
---	FENCE
---	RETAINING WALL
---	SWALE DRAIN
○	TREE

CLIENT		HARRIDAN PTY LTD	
PROJECT		TRAFFIC NOISE IMPACT ASSESSMENT PROPOSED RESIDENTIAL SUBDIVISION DEVELOPMENT 38 RIVER DRIVE BELLMERE	
TITLE		ACOUSTIC BARRIER	
JOB	BELLMERE	FIGURE 4	
JOB NO.	17-002	DRAWING NUMBER	
DATE	20/02/17	17-002-4	
SCALE	1:1500 (A4)	REV.	
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LEGEND
2.2m BARRIER HEIGHT
 ACOUSTIC BARRIER

NOTE
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 WERE COMPILED FROM LIDAR DATA AND
 NEED TO BE VERIFIED BY DETAIL SURVEY.

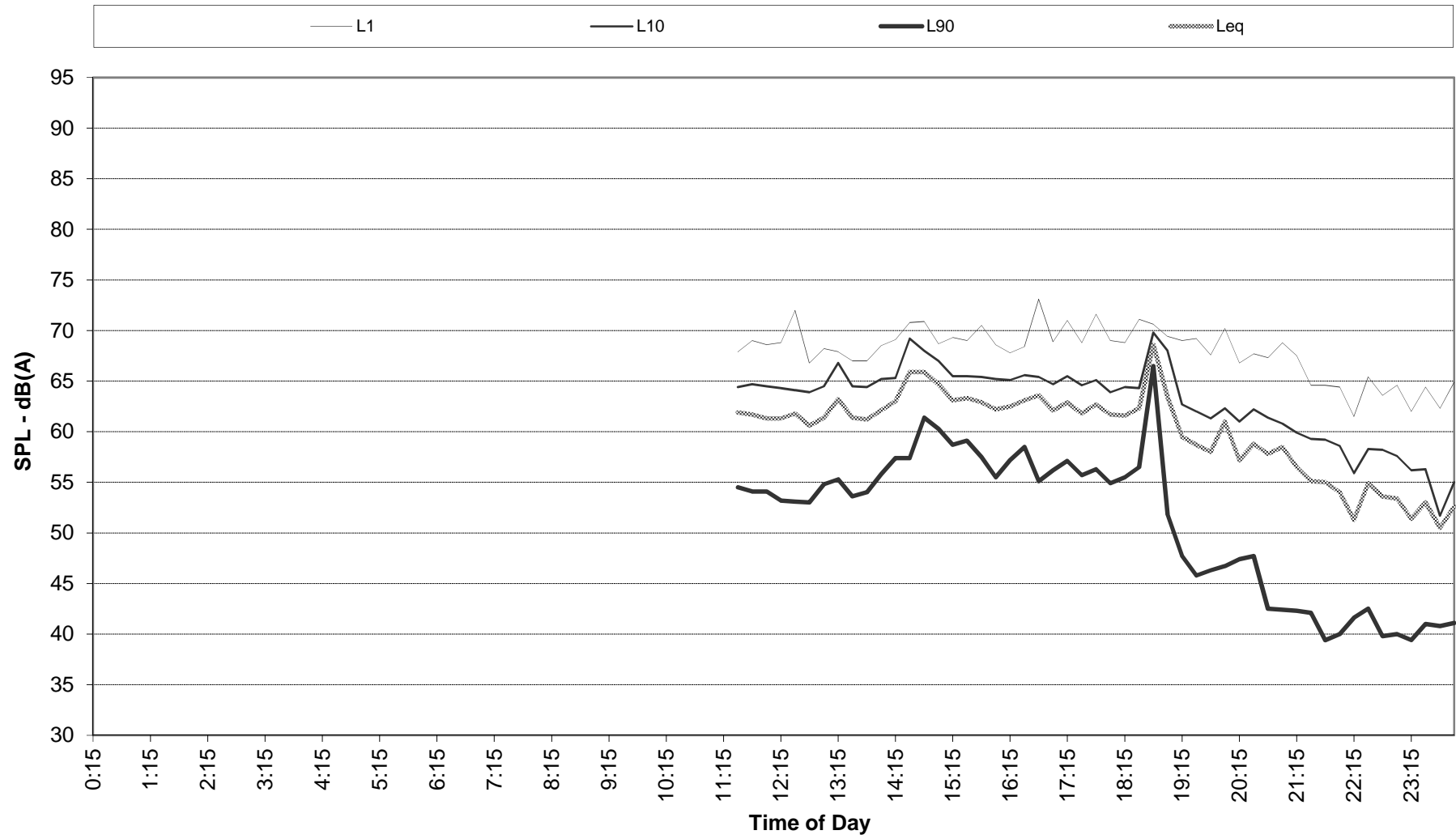


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A ISSUED FOR APPROVAL MKP 08.02.17			Title PRELIMINARY CIVIL ENGINEERING SEWERAGE LAYOUT PLAN		Drawn MKP		Project 38 RIVER DRIVE, BELLMERE		Scale AS SHOWN	
Rev Description Date			Checked REE		Passed REE		Title PRELIMINARY CIVIL ENGINEERING SEWERAGE LAYOUT PLAN		Rev A	

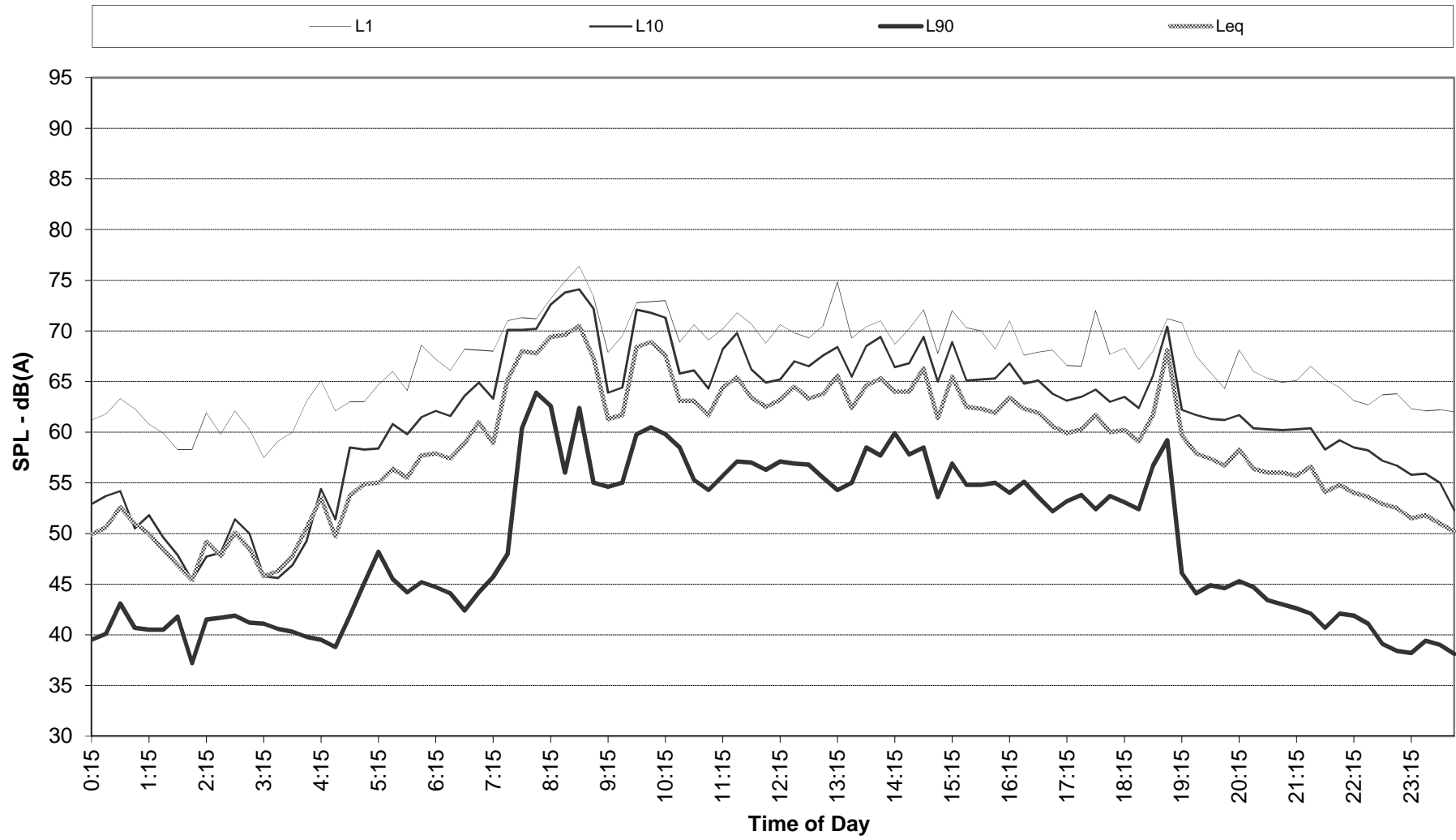
ATTACHMENT 1

Noise Datalogger Traces

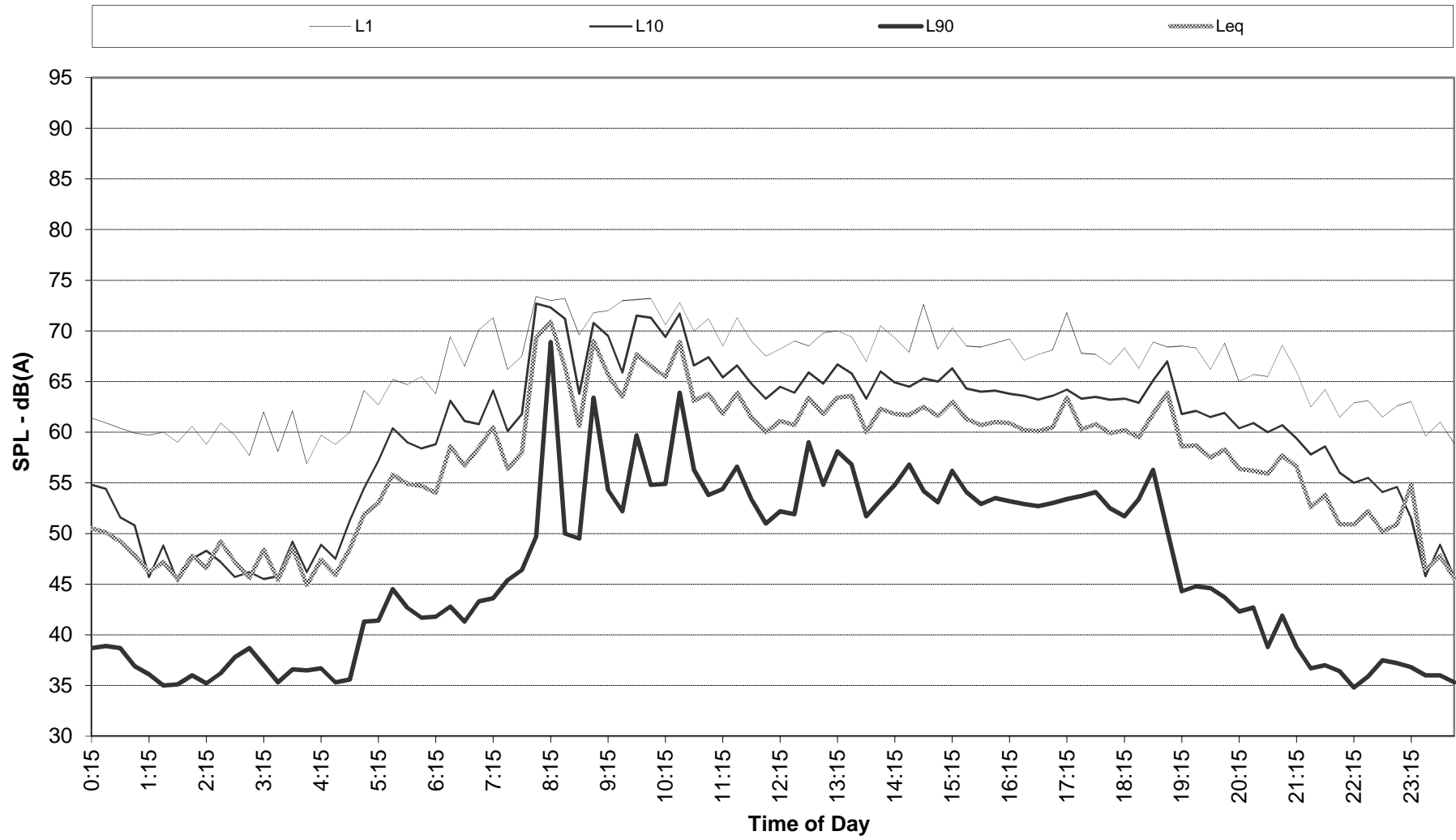
Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 27-Jan-2017 - Friday



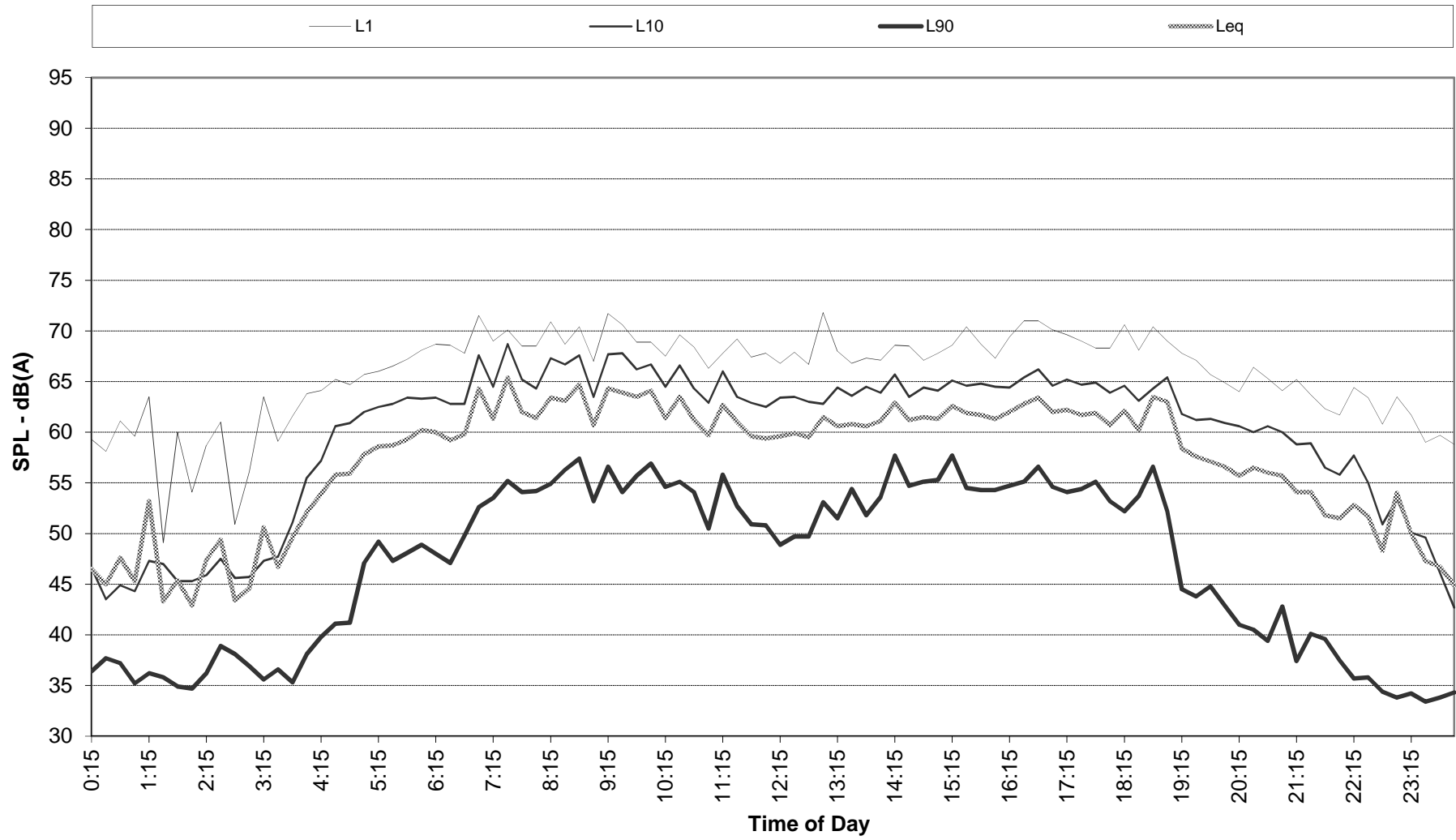
Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 28-Jan-2017 - Saturday



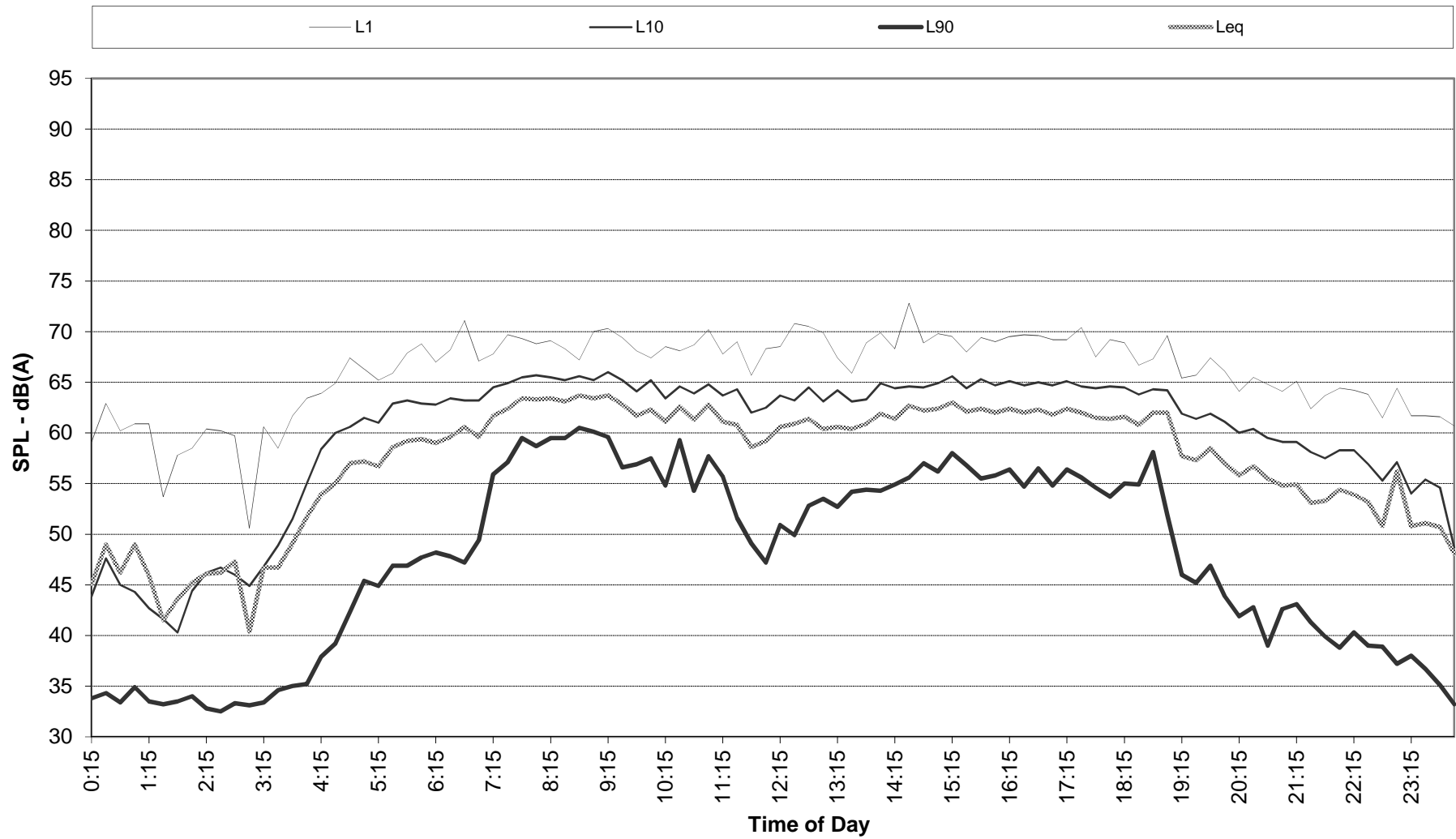
Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 29-Jan-2017 - Sunday



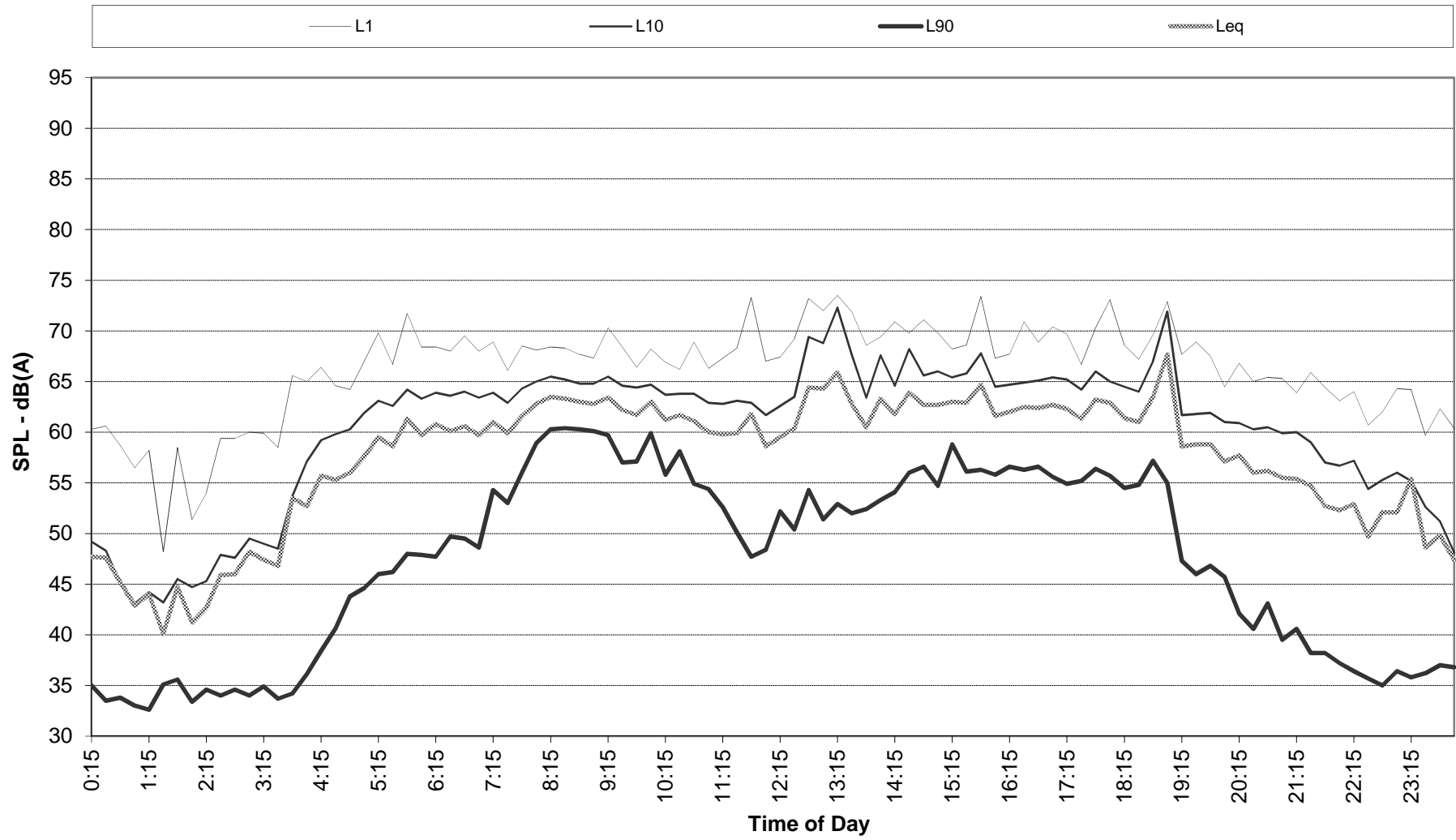
Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 30-Jan-2017 - Monday



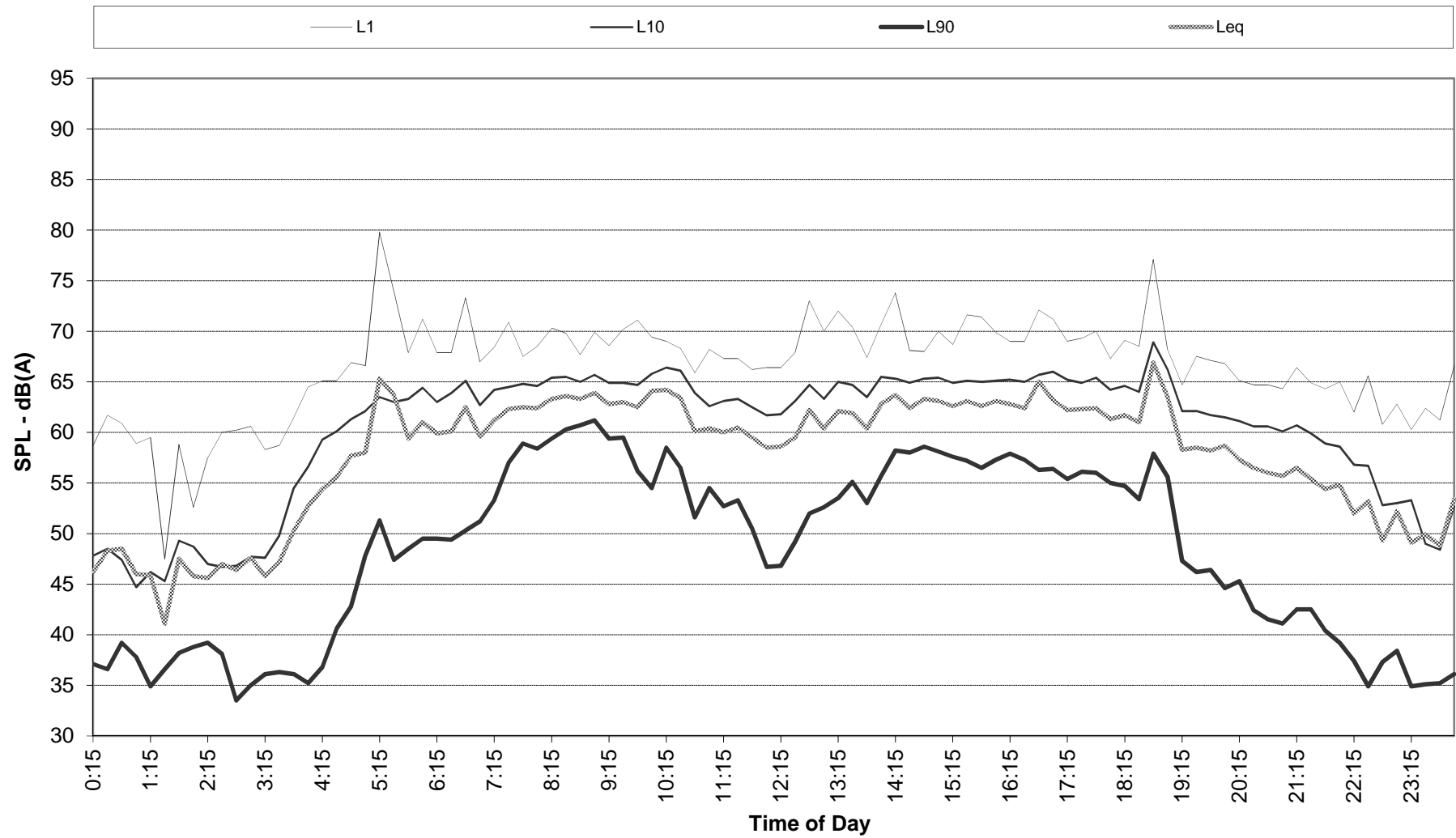
Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 31-Jan-2017 - Tuesday



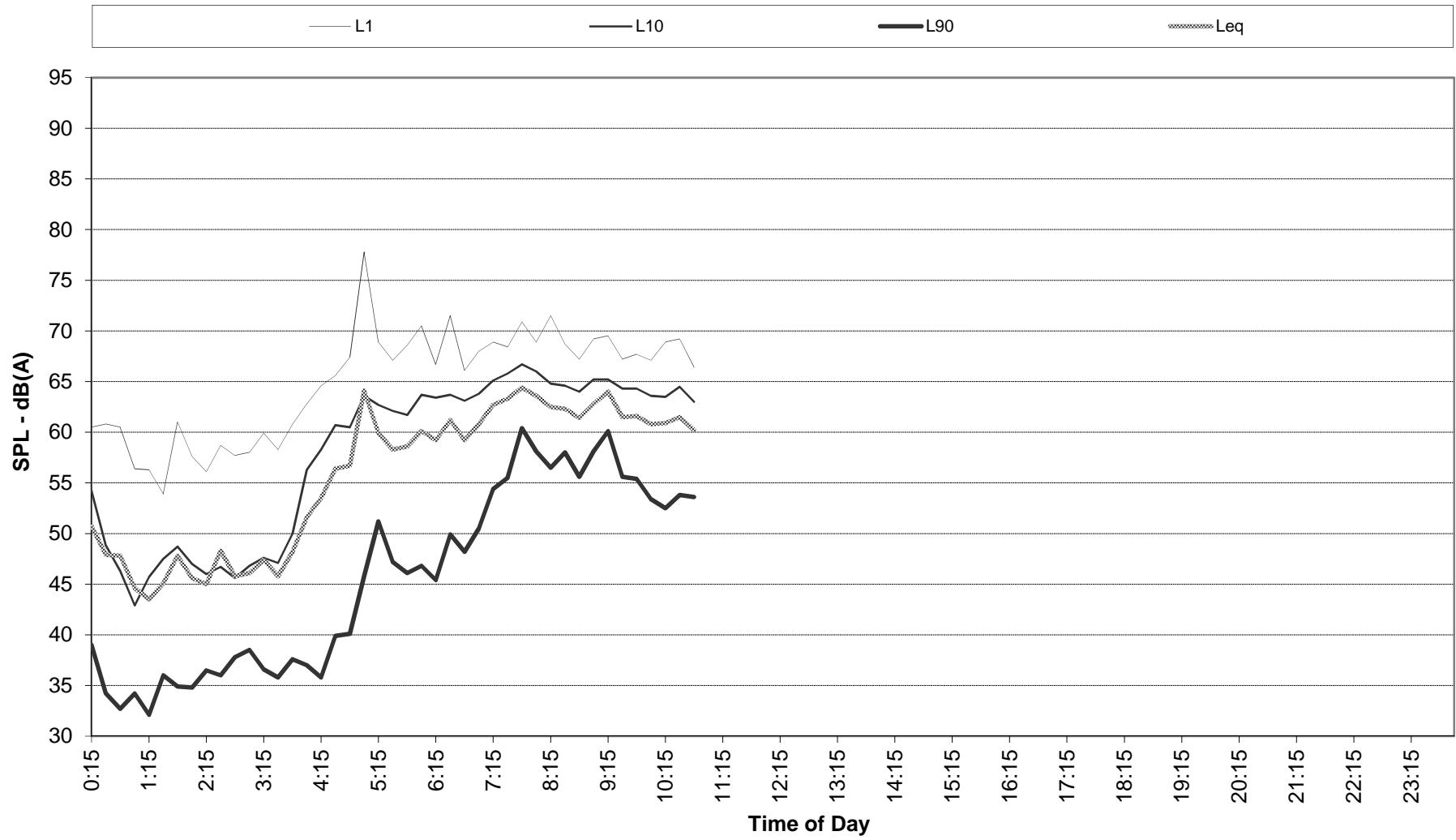
Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 01-Feb-2017 - Wednesday



Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 02-Feb-2017 - Thursday



Recorded Statistical Noise Levels for Bellmere 17-007 - River Drive - 03-Feb-2017 - Friday



ATTACHMENT 2

SoundPLAN Validation Model Result

Bellmere 17-007
Assessed receiver levels
Validation

2

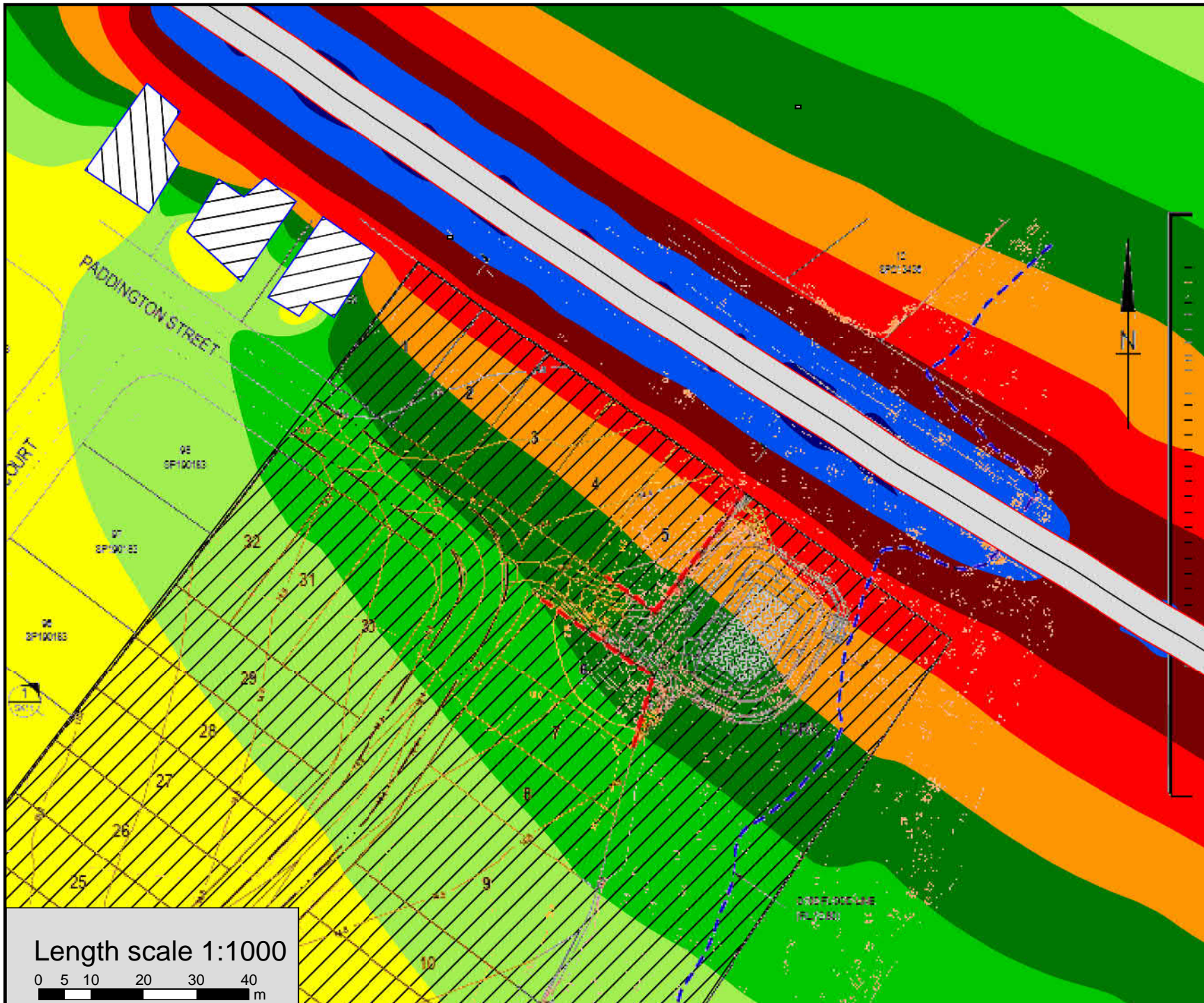
Receiver	L10(18h) dB(A)	
Logger	63.8	

--

	Max Winders & Associates Pty Ltd GPO Box 3137 Brisbane QLD 4000 AUSTRALIA	1
--	--	---

ATTACHMENT 3

*SoundPLAN Year 2027 Model Extract and Results
Without Acoustic Barrier*



Noise level
L10(18hr)
in dB(A)

<= 54	Yellow
54 <	Light Green
57 <	Green
60 <	Dark Green
63 <	Orange
66 <	Red
69 <	Dark Red
72 <	Blue
75 <	Dark Blue

Legend

- Road
- Cadastral
- Surface
- Main building

Bellmere 17-007

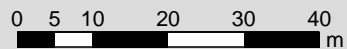
**Traffic Noise Impact
Year 2027 - L10**

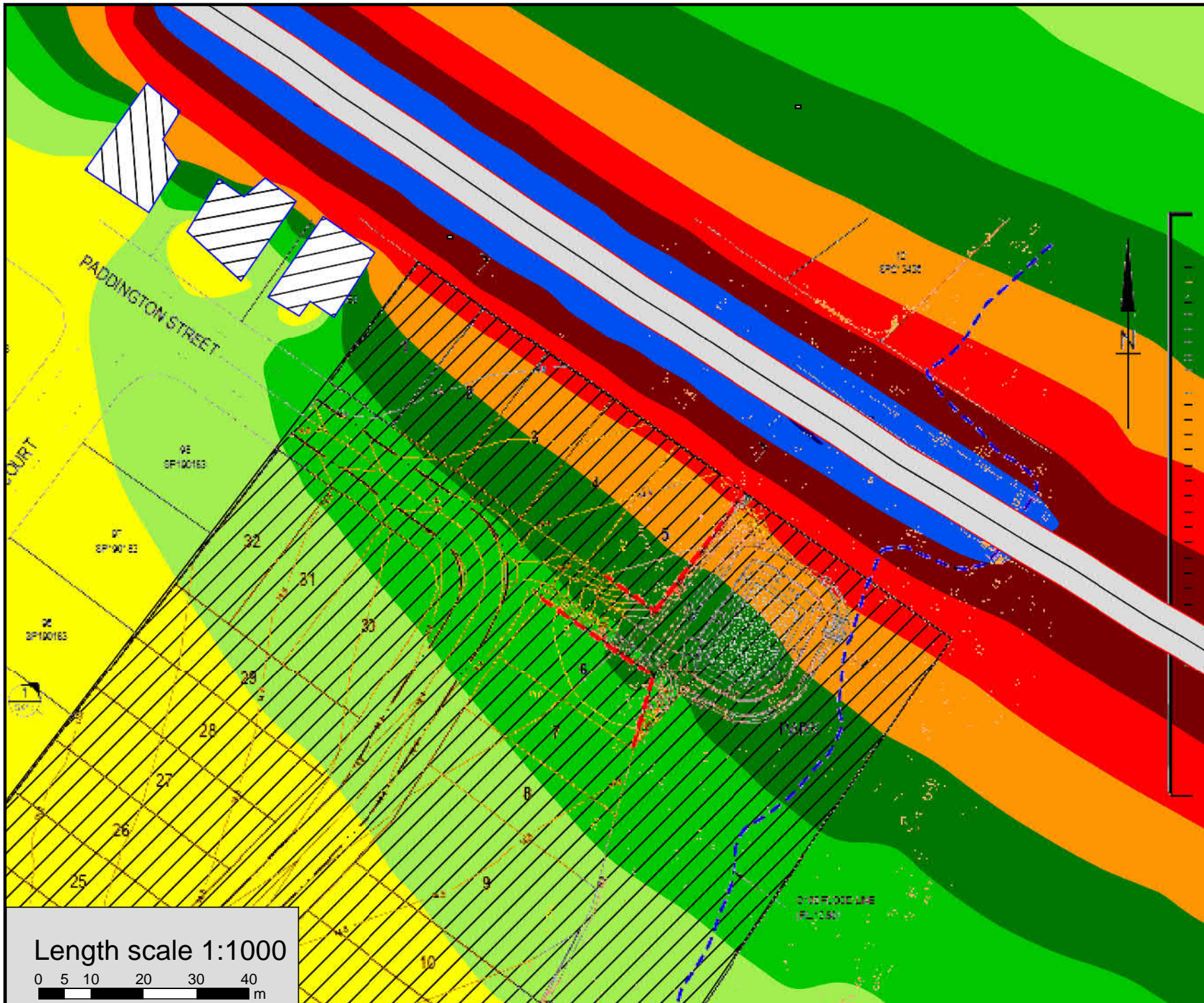
No Noise Controls

February 2017



Length scale 1:1000





Noise level
Leq(1hr)
in dB(A)

<= 54	Yellow
54 <	Light Green
57 <	Green
60 <	Dark Green
63 <	Orange
66 <	Red
69 <	Dark Red
72 <	Blue
75 <	Dark Blue

Legend

- Road
- Cadastral
- Surface
- Main building

Bellmere 17-007

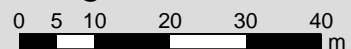
Traffic Noise Impact
Year 2027 - Leq

No Noise Controls

February 2017

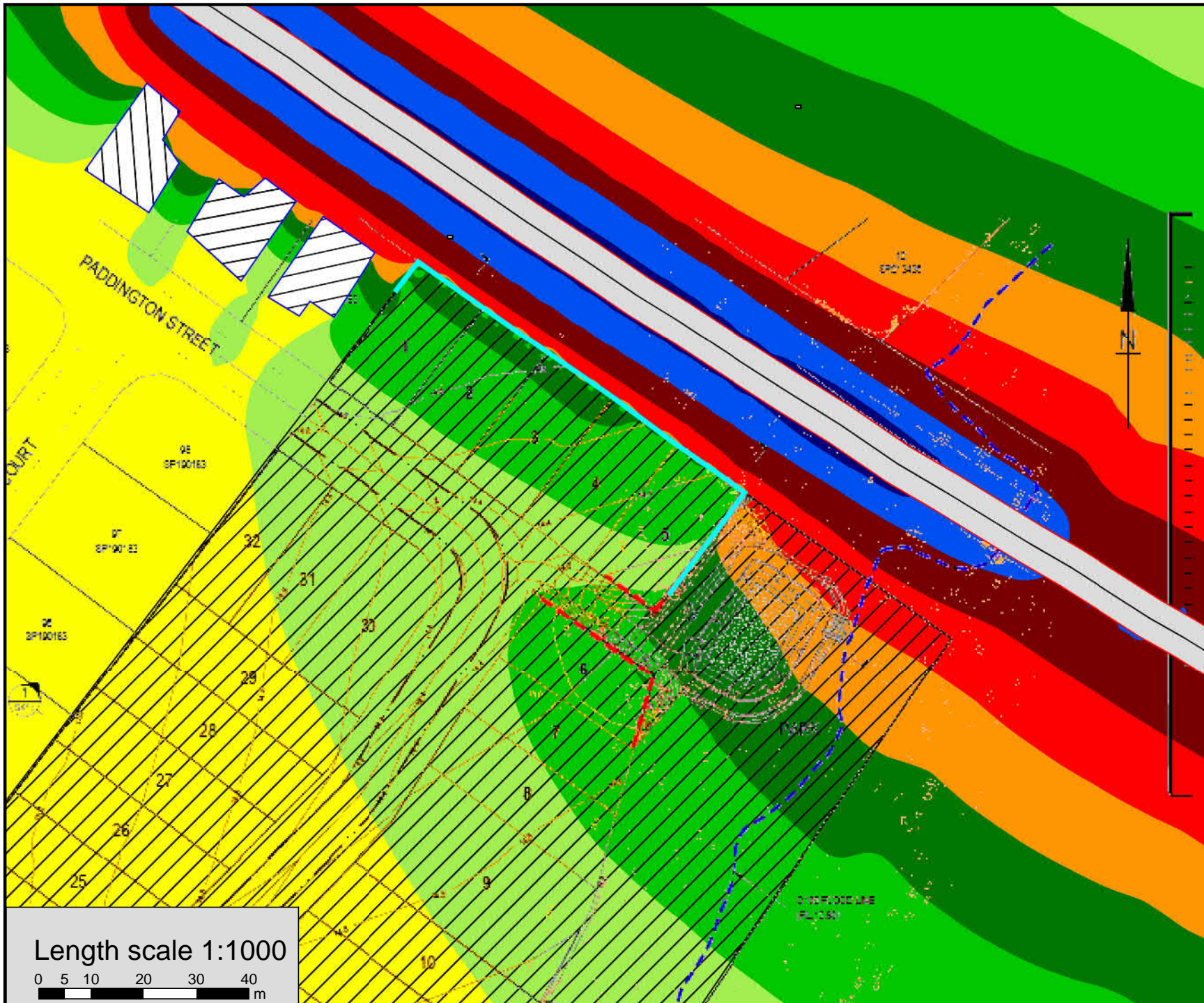


Length scale 1:1000



ATTACHMENT 4

*SoundPLAN Year 2026 Results
With Acoustic Barrier*



Noise level
L10(18hr)
in dB(A)

<= 54	<= 57
54 <	57 <
57 <	60 <
60 <	63 <
63 <	66 <
66 <	69 <
69 <	72 <
72 <	75 <

Legend

- Road
- Cadastral
- Surface
- Main building
- Wall

Bellmere 17-007

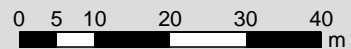
**Traffic Noise Impact
Year 2027 - L10(18hr)**

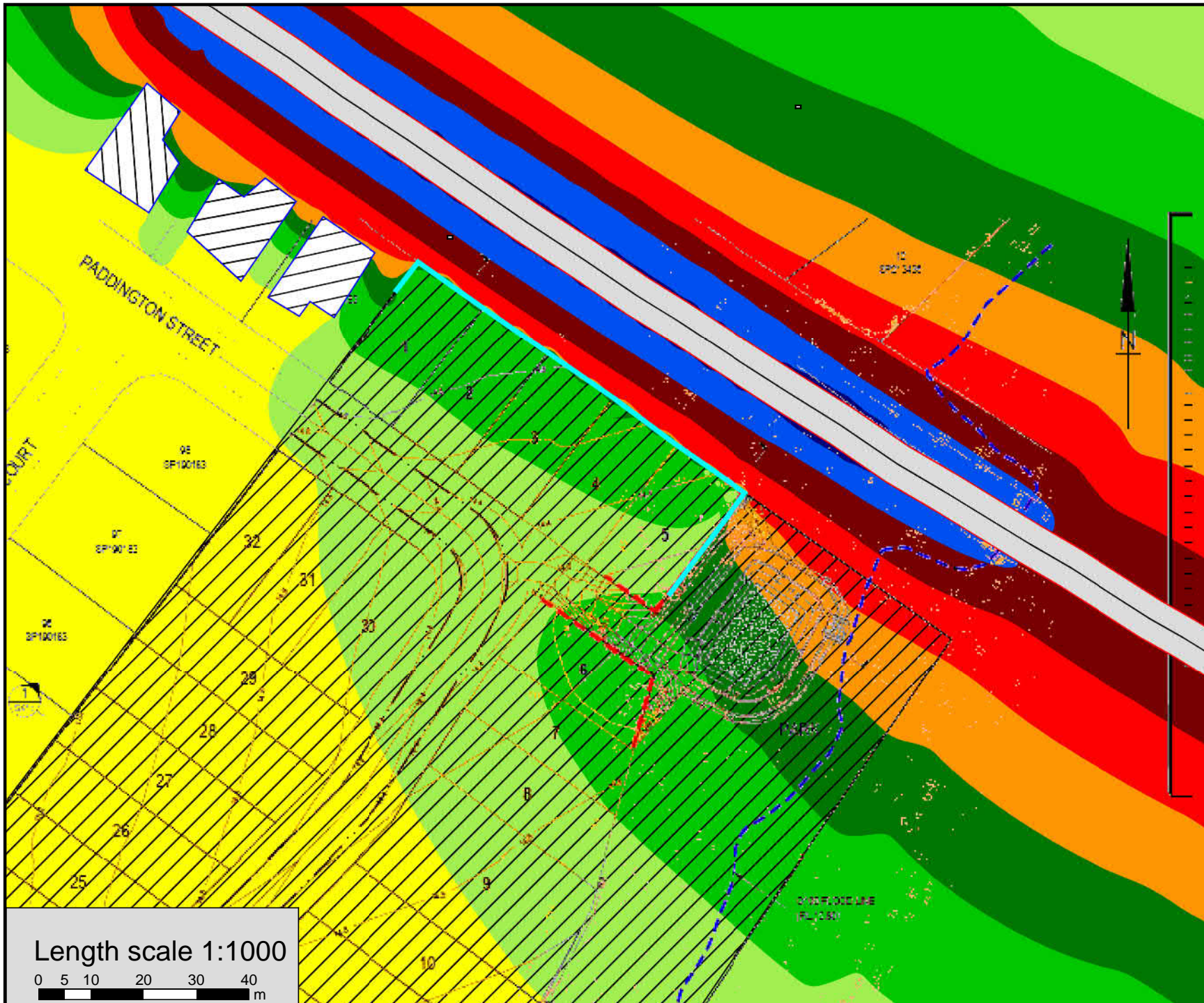
With Noise Controls

February 2017



Length scale 1:1000





Noise level
Leq(1hr)
in dB(A)

<= 54	<= 54
54 <	<= 57
57 <	<= 60
60 <	<= 63
63 <	<= 66
66 <	<= 69
69 <	<= 72
72 <	<= 75
75 <	> 75

Legend

- Road
- Cadastral
- Surface
- Main building
- Wall

Bellmere 17-007

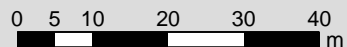
**Traffic Noise Impact
Year 2027 - Leq(1hr)**

With Noise Controls

February 2017



Length scale 1:1000



ANNEXURE E
BUSHFIRE MANAGEMENT PLAN



THE CONSULTANCY BUREAU

BUSHFIRE MANAGEMENT PLAN

FOR

PROPOSED SUB-DIVISION AT

38 RIVER DRIVE, BELLMERE

by

**L.S. Hawkes, B.Sc.(For), MIFA, MRFAQ
The Consultancy Bureau Pty Ltd
March 2017**

Table of Contents

1.	Introduction.....	1
2.	Description of the Site	1
3.	Assessment of Potential Bushfire Hazard for the Site and Surrounds.....	2
4.	Mitigating Actions	2
5.	Assessment Against Council's Bushfire Code.....	3
6.	Conclusion.....	3



1. Introduction

An existing residential lot of about 2 ha includes a residence, sheds, tennis court and extensive landscaping (see Aerial Photograph No. 1).

The site is set in the extensively developed suburb of Bellmere with Caboolture River frontage (see Photographs 1, 2, 3, 4 and 5).

A Bushfire assessment has been requested.

2. Description of the Site

The site is level except for the area sloping down to the river. There is residential development on all sides and the river separates the development to the east (see Aerial Photograph No. 2).

The proposed sub-division provides 32 lots with a through road from Paddington Street to Allan Road (see Site Plan).

This design includes the retention of 3,800m² of park adjoining the river. It is proposed for this park to be managed as an open manicured area down to the riparian strip along the river.



3. Assessment of Potential Bushfire Hazard for the Site and Surrounds

Moreton Bay Regional Council's Bushfire Hazard Overlay Map confirms the site and surrounds as Low Bushfire Hazard. Onsite inspection and assessment confirms the entire site is Low Hazard.

The riparian strip along the river is narrow and of Low Hazard. All surrounding lands within 100 metres are also Low Hazard.

Overall, this is a very Low Hazard situation with no risk of Bushfire impacting on the proposed development.

4. Mitigating Actions

The Low Hazard and Risk status of the site and surrounds does not trigger any requirements for Bushfire. The retained park area is to be maintained in a Low Hazard condition and will not add any additional Bushfire risk to the proposal.



5. Assessment Against Council's Bushfire Code

The mapping and site confirmed the Low Hazard and Risk status of the site and surrounds, which does not trigger any further action of compliance with the Bushfire Code.

6. Conclusion

The proposed development will complete the area's residential direction. There are no requirements for Bushfire management and Council's Bushfire Code is not triggered.



L.S. Hawkes, B.Sc.(For), MIFA, MRFAQ

Senior Associate

(CV attached)





Harridan
Detail & Level Survey
38 River Drive
Bellmere
Lot 22 on RP137380

GENERAL NOTES:
 1. VISUAL SERVICES ONLY HAVE BEEN LOCATED. INSTRUMENTATION IN THE FIELD AND RELEVANT AUTHORITY SHOULD BE CONTACTED. ANY DELAYED LOCATION OF ALL SERVICES.
 2. CONTOUR INTERVAL SHOWN IS 0.2 METRE.

LEGEND

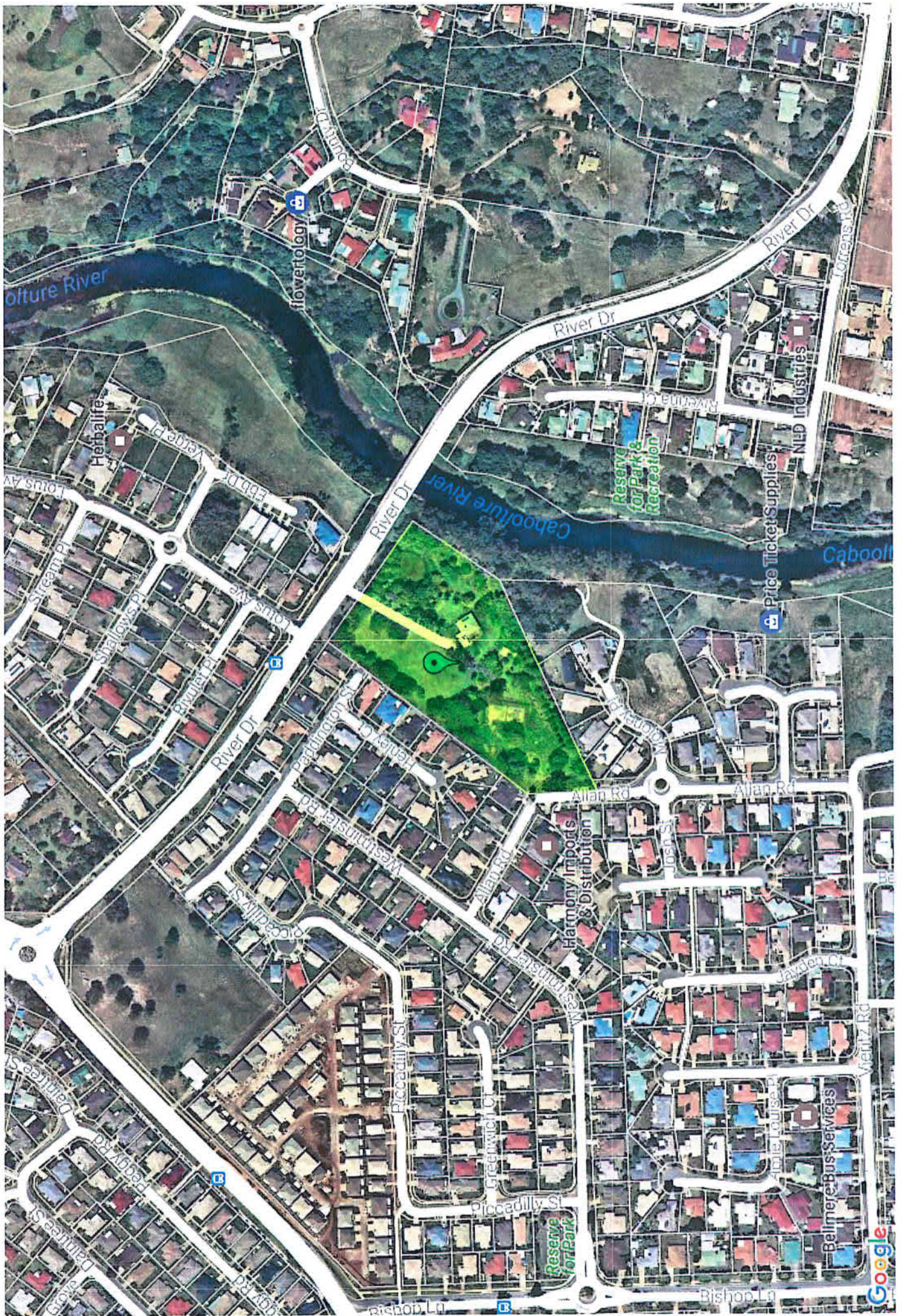
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	GULLY TRAP		RISING MAIN
	SEWER MANHOLE		SEWER MAIN
	STOP VALVE		WATER METER
	WATER HYDRANT		WATER MAIN
	COMMUNICATIONS PIT		COMMUNICATION CABLE
	POWER POLE		LIGHT POLE
	ELECTRICAL PILLAR		ELECTRICITY O/H
	ELECTRICITY U/G		GUARD RAIL
	FENCE		TREE

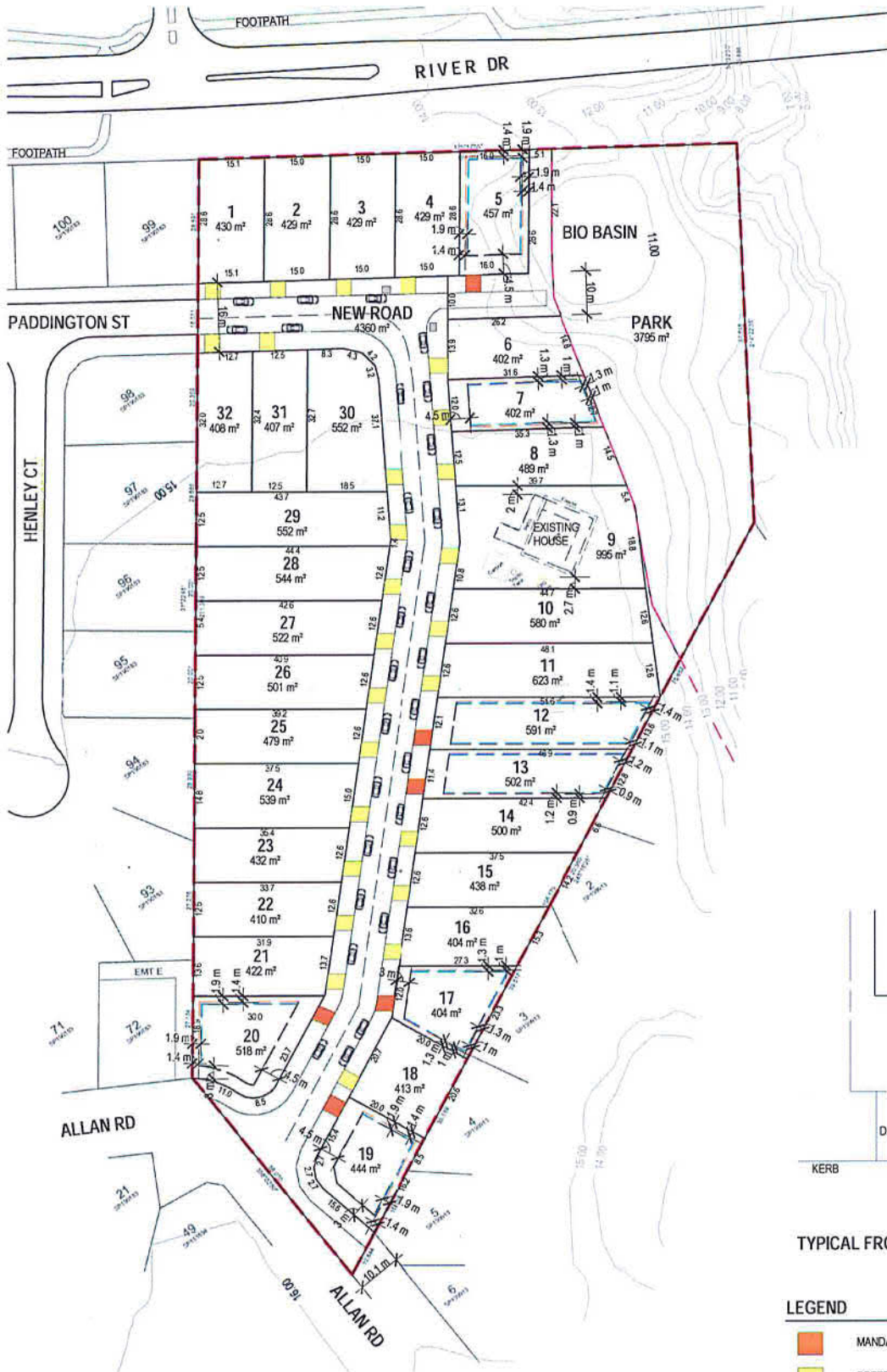
Revision	Submitted	Drawn	Checked	Passed	Date

PO Box 6334, Maroochydore QC QLD 4658
 10/1 Newspaper Place, Maroochydore QLD 4658
 Mobile: 0412 666 516
 Email: moll@londsurveyingdynamics.com
 Web: www.londsurveyingdynamics.com
 Land Surveying Dynamics (LSD) Pty Ltd
 ACH 15 935 876

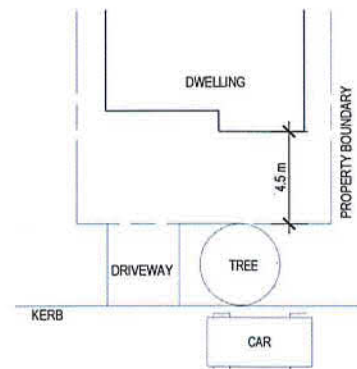
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Origin	CHS COGS	Origin	PSM 46312
Locality	BELLMERE	Scale	1:500
Local Government	MORETON BAY R. C.	Scale	A1 1:500
File	12301-DTM.dwg	Date	31/01/17
SHEET	1 OF 1	DRAWING NUMBER	12301-DTM-01
REV.		REV.	

AERIAL PHOTOGRAPH NO. 2





SITE PLAN - POD
1 : 1000



TYPICAL FRONTAGE DIAGRAM

LEGEND

- MANDATORY DRIVEWAY LOCATION
- PREFERRED DRIVEWAY LOCATION
- BIN COLLECTION POINT LOT 4 & 5 (MIN 2m SPACE @ KERBSIDE)
- SITE BOUNDARY
- FRONTAGE/SECONDARY FRONTAGE SETBACK
- SINGLE STOREY LESS THAN 4.5m HIGH. BOUNDARY SETBACK
- TWO STOREY LESS THAN 7.5m HIGH. BOUNDARY SETBACK

PRELIMINARY CONSULTATION

CLIENT 38 RIVER DRIVE
BELLMERE QLD
Harridan Pty Ltd

MONDOARCHITECTS
PODIUM LEVEL ONE, 40 ASTOR TERRACE SPRINGS HILL QLD 4000
design@mondoarchitects.com.au T 07 3838 1638 F 07 3838 1698
MONDO ARCHITECTS PTY LTD ABN 64 086 992 999

DATE	DESCRIPTION	BY	REV	SHEET	SCALE
30.01.2017	PRELIM	SH	A	C-003	1:1000

SITE PLAN - POD

PROJECT
4891

RIVER 38

**PLANNING SCHEME
OVERLAY MAP - BUSHFIRE HAZARD**

Property boundaries

- State bushfire prone area (State mapping July 2015)
- Very High Potential Bushfire Intensity
- High Potential Bushfire Intensity
- Medium Potential Bushfire Intensity
- Potential Impact Buffer

Please read the following notes about this overlay map:

This overlay map only affects you if your property is identified in a State Bushfire Prone Area, and you wish to develop. It does not apply when proposing a change in use in the General Residential Zone, Centre Zone, Industry Zone and Township Zone.

Under State Government requirements, planning schemes must identify an area where bushfire hazard provisions apply. This overlay map shows Bushfire Prone Areas and comprises all land with the potential for a significant bushfire or the potential to be subject to significant bushfire attack.

This map has been provided by the State Government and is the latest information available to council at the time of adoption.

The Bushfire Prone Area includes potentially hazardous vegetation identified with a medium, high, or very high potential bushfire intensity. Land that could be subject to significant bushfire attack from ember, flame or radiant heat is included in a Potential Impact Buffer with a default width of 100m from all areas of medium, high, or very high potential bushfire intensity.

Refer to the relevant zone code, local plan code and/or development code for requirements associated with this overlay map.

For further information regarding this overlay, please refer to the Bushfire Prone Areas and Potential Impact Buffers (www.moretonbay.qld.gov.au/bushfireproneareas) or contact council on 3205 0255.

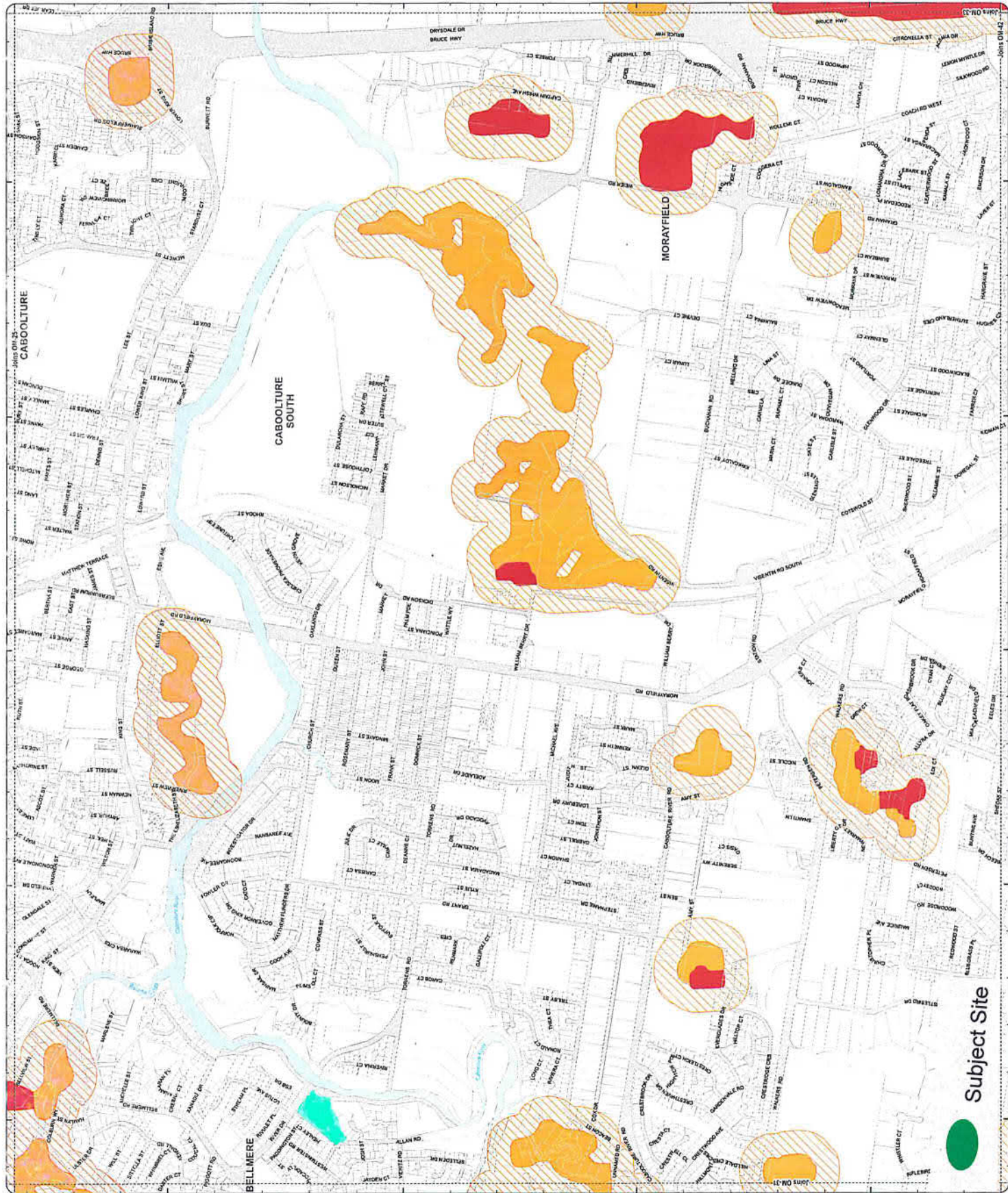
Effective from 1 February 2016



PCRM Version: Moreton Bay 2015
Horizontal Datum: Geospatial Datum of Australia 1994
DISCLAIMER: Some of the information shown on this overlay map was provided to Council by the State Government. Council does not warrant the accuracy, completeness or reliability of the information shown on this overlay map. Council is not responsible for any loss or damage, whether direct or indirect, arising from the use of this overlay map. Council is not responsible for any loss or damage, whether direct or indirect, arising from the use of this overlay map. Council is not responsible for any loss or damage, whether direct or indirect, arising from the use of this overlay map.



OM-32 BFH
Overlay Map



Subject Site

PHOTOGRAPH 1



PHOTOGRAPH 2





PHOTOGRAPH 3



PHOTOGRAPH 4



PHOTOGRAPH 5



THE CONSULTANCY BUREAU

CURRICULUM VITAE

LESLIE HAWKES, SENIOR ASSOCIATE

Qualifications

- ◆ BSc For ANU 1969

Professional Affiliations

- ◆ Member of the Institute of Foresters of Australia
- ◆ Justice of the Peace (Qualified)

Areas of Expertise

- ◆ Land use planning, including the resolution of land use conflicts
- ◆ Development of community-based management strategies for natural resources, including forests, bushfire and wildlife
- ◆ Development of environmental guidelines
- ◆ Development and implementation of fire management plans and strategies
- ◆ Resource assessments for native and plantation timber
- ◆ Farm, social and community forestry (including the development of resource materials)
- ◆ Silviculture and management of native rainforest, eucalypt and plantation forests
- ◆ Forest recreational planning and management of State Forests and National Parks

Relevant Experience

- ◆ Extensive experience as a Natural Resource Consultant, preparing Reports on Environmental Performance, Court Appearances as an expert witness, performing forest, environmental, habitat assessments and Bushfire Plans.
- ◆ Extensive experience in Queensland, participating in forums and negotiations relating to land use conflicts, including conflicts between forestry and sugar growing industries.
- ◆ Sound understanding of the operations of the sugar growing industry and of the agricultural and grazing sectors, from continuing contact with participants in the industry and from direct experience as a primary producer.
- ◆ Appreciation of the constraints and challenges facing the farming sector and individual farmers from ongoing contacts with the primary production sector, from direct farming experience, and as a small business proprietor.

Work Experience

1992 – present **Natural Resource Consultant - The Consultancy Bureau Pty Ltd**

Achievements

- ◆ Provide consultancy services to public and private sector within Queensland on wide range of ecological assignments including
 - Prepare Bushfire Management Plans throughout Queensland and present expert evidence in the courts for Local Authorities and Developers.
 - Environmental Impact Assessments on large sub division proposals, roads, quarries and underground cable projects.
 - Prepare legal reports on environmental performance for Local Authorities and private developers (court appearance as expert witness).
 - Review, develop community based management strategies for rural Queensland areas, e.g. (Western Cypress areas around Roma).
 - Assist in the review of Environmental Labelling for Forest products in Australia.
 - Assist in financial auditing for Queensland Government Department.
 - Major review of habitat of the Mahogany Glider in the Herbert Valley.

1992 - 2007 **Small business owner/operator**

1992-1995: Party Hire Owner/Operator

1996-2007: Ladder Manufacture and Distribution, Qld and NSW

1998-2007: Wholesale Leather Distribution Company.

1990 - 1992 **Manager, Forest Advisory Branch, Queensland Forest Service.**

Achievements

- ◆ Management, development and delivery of information services to keep the public informed of the intent and the detail of all programs and services of the Queensland Forest Service.
- ◆ Co-ordinate and enhance the quality of the rural and urban environment by encouraging and facilitating the planting, care and retention of trees along with the role rehabilitation of degraded land by promoting the role of trees and forests in sustainable land management including assessment of private commercial forest proposals.
- ◆ Developing and producing appropriate awareness campaign along with literature to ensure the wider community is fully informed on suitable practices on the land.



1985 - 1990 District Forester at Ingham District - Queensland Forest Service

Achievements

- ◆ High level negotiations and demonstration of the Department's management of the rainforests in North Queensland.
- ◆ High level of both technical and managerial skills in a senior field position.
- ◆ High degree of expertise in managing the development of tropical forests.
- ◆ Major resource assessments of all lowland native forest in Ingham region for land use classification.
- ◆ Management of a large budget, including financial monitoring and auditing.
- ◆ Workforce management and control, including responsibility for planning the downsizing of the workforce following the cessation of rainforest harvesting.
- ◆ Establish and manage 10000 ha of exotic pine plantation.

1980-1985 Officer In Charge of the Imbil District - Queensland Forest Service

Achievements

- ◆ Management of a 14,000 ha plantation of Hoop Pine which involved:-
 - raising 500,000 nursery stock annually.
 - Establishment of approximately 250ha of new plantation, annually, silvicultural maintenance including weeding, pruning and thinning, commercial harvesting of 40,000 cubic metres of thinning and preparation for the imminent harvesting of much larger volumes of timber of the final crop.
- ◆ Management of highly productive native hardwood forests for both timber and high use recreational pursuits including all the Conondale Range area.
- ◆ Management and workforce control of 120+ staff

1978 - 1980 Marketing Development Officer - Marketing Division - Queensland Forest Service, Head Office

Achievements

- ◆ Review of pricing systems for the Services forest products.
- ◆ Investigation and development of operational and environmental guidelines for forestry activities
- ◆ Review environmental logging guidelines in native forests.



1977-1978 Fire Protection Officer for Queensland

Achievements

- ◆ Responsible for management to ensure the effective protection of all state forests from fire.
- ◆ Extensive work in pioneering helicopter hazard reduction burning of both native forests and exotic plantations.
- ◆ Developing and running Fire Schools for all Field Officers in Queensland.

1970 - 1977 Various management positions in the Queensland Forest Service

- ◆ Forester in Charge of Native Forest Management Esk Gatton Crows Nest.
- ◆ Forester in Charge of Jimna SF. including Native Forest Management of Conondale Range.

Consultancy Experience

Human Resource Management

- ◆ Up-sizing and down-sizing of workforces, for example:-
 - Increases in plantation establishment, staff from 50 to 120.
 - Shut down of Rainforest logging and complete review of all positions in North Queensland and report on down-sizing.
 - Implementation of performance management systems from 1982 - 1992.
 - Development of the Queensland wide forestry extension program including budgets, staff position descriptions, recruitment and placement.

Human Resource Development

- ◆ Developing training course and providing Fire Training Schools for Queensland wide Fire Prevention staff.
- ◆ Produced training videos for Farm Forestry, manuals for Farm Forestry, quarterly corporate publication and computer based Tree Selection System with accompanying book version for Farm Forestry activities.

Organisational Structures and Functions

- ◆ 1976 Department of Forestry Restructure
- ◆ 1982 Review of roles / responsibilities and reporting systems for Queensland Wide Sub-Districts.



- ◆ 1989 Review of North Queensland - Forestry Structure, Personnel and redundancy needs following the closure of Rainforest Management.
- ◆ 1990 Develop a state-wide structure for Forest extension including interaction with Land Care, Integrated Catchment Management and Extension Research.
- ◆ 1993 Business planning and development of a Hire Equipment business.
- ◆ 1996 Purchase of a Ladder Manufacturing business and implementation of a new factory system and a changed marketing strategy.
- ◆ 1998 Purchased leather distribution company and implemented change to post a 400% increase in turnover in 30 months.

Additional Skills

- ◆ Considerable involvement with Aboriginal Communities over a 25 year period including - assistance in developing skills (sawmilling, fire protection, and special native treecrops).
- ◆ Assistance with employment training schemes especially using unskilled labour.
- ◆ Developing and assisting with problems employing people of diverse cultural backgrounds.
- ◆ Major team building has included:-
 - Forest Extension Programme
 - Up-sizing for new Plantation Programme
 - Staff morale reviews during and after the Rainforest Logging Debate

Scope of Consultancy Services

- ◆ Les Hawkes has a strong operational background with excellent interpersonal skills at the work place. He has extensive experience in feasibility studies and design of projects and programmes. Les possesses extensive experience in project implementation / with large workforces and budgets, and develops sound operational plans showing achievement milestones and required reporting arrangements.
- ◆ Considerable experience in land use evaluation reporting and conflict resolution.

