



# Contract for Houses and Residential Land

Nineteenth 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:

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

### SELLER'S AGENT

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

### SELLER

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

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

### SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

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

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

**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:	Lot				
	SUBURB:	GRIFFIN	STATE:	QLD	POSTCODE:	4503
		<input type="checkbox"/> Built On <input checked="" type="checkbox"/> Vacant				
Description:	Proposed Lot 281 as shown on the plans contained in the Disclosure Documents which forms part of Lot 6 on SP293138					
	(As shown on Sales Plan in Annexure 3 attached)					
Title Reference:						
Area:	■ more or less		Land sold as:	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Leasehold	■ if neither is selected, the land is treated as being Freehold	
Present Use:	Vacant Land					

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

Local Government	Moreton Bay Regional Council
Excluded Fixtures:	Nil
Included Chattels:	Nil

#### PRICE

Deposit Holder:	Clinton Mohr Lawyers		
Deposit Holder's Trust Account:	Clinton Mohr Lawyers Practice Trust Account		
Bank:	National Australia Bank		
BSB:	084255	Account No:	441 794 547    Ref: Lot # & Estate Name

#### Cyber Warning

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

Purchase Price:	\$	■ Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
Deposit:	\$	Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.
	\$	Balance Deposit (if any) payable on:
Default Interest Rate:	%	■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

#### FINANCE

Finance Amount:	\$ sufficient to complete	■ Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.
Financier:		
Finance Date:	Refer to Special Condition 16	

#### BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:	N/A	■ If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.
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#### MATTERS AFFECTING PROPERTY

##### Title Encumbrances:

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

	■ <b>WARNING TO SELLER:</b> You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.
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INITIALS (Note: Initials not required if signed with Electronic Signature)

**Residential Tenancy Agreements or Rooming Accommodation Agreements:**

**This section must be completed for ALL contracts**

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☐ Yes

☒ No

■ **WARNING TO SELLER:** If the Property or any part has been let at any time in last 12 months the seller is required under clause 5.3(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

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

**Tenancies:**

TENANTS NAME: N/A

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

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

**Managing Agent:**

AGENCY NAME: N/A

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

EMAIL:

**POOL SAFETY**

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

☐ Yes

☒ No

■ **WARNING TO SELLER:**

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

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

☐ Yes

☐ No

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



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

- ☐ Installed in the residence
- ☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:  
(select whichever is applicable)

- ☐ Installed in the residence
- ☐ Not installed in the residence

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

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

## NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

- ☒ is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the 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 s83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## 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.]

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

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

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

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

SPECIAL CONDITIONS

REFER TO ANNEXURE 1 SPECIAL CONDITIONS WHICH FORMS PART OF THIS CONTRACT

SETTLEMENT

SETTLEMENT DATE:	REFER TO SPECIAL CONDITION 21	<ul style="list-style-type: none"><li>■ or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.</li></ul> <p><b>WARNING:</b> The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.</p>
PLACE FOR SETTLEMENT:	Brisbane or Pexa	<ul style="list-style-type: none"><li>■ If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.</li></ul>

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]

Bettson Properties Pty Ltd A.C.N. 009 873 152 and  
Tobsta Pty Ltd A.C.N. 078 818 014  
Phillip Reginald Murphy  
Sole Director and Sole Secretary

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]

# TERMS OF CONTRACT

## FOR HOUSES AND RESIDENTIAL LAND

### 1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (f) **"Bond"** means a bond under the RTRA Act;
- (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) **"Contract Date"** or **"Date of Contract"** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **"Court"** includes any tribunal established under statute;
- (l) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (m) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (n) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (o) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (p) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (q) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (r) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (s) **"ELNO"** has the meaning in the ECNL;
- (t) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (u) **"Encumbrances"** includes:
  - (i) unregistered encumbrances;
  - (ii) statutory encumbrances; and
  - (iii) Security Interests;

- (v) **"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)-(f), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (w) **"Extension Notice"** means a notice under clause 6.2(1);
- (x) **"Financial Institution"** means a Bank, building society or credit union;
- (y) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (z) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (aa) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (bb) **"GST"** means the goods and services tax under the GST Act;
- (cc) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
- (dd) **"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.
- (ee) **"Improvements"** means all 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;
- (ff) **"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;
- (gg) **"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;
- (hh) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) **"Pool Compliance Certificate"** means:
  - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
  - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
  - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (jj) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (kk) **"Property"** means:
  - (i) the Land;
  - (ii) the Improvements; and
  - (iii) the Included Chattels;
- (ll) **"Rent"** means any periodic amount payable under the Tenancies;
- (mm) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;

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

- (nn) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (oo) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (pp) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (qq) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (rr) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ss) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (tt) **"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;
- (uu) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (vv) **"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) Subject to clause 2.2(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2.(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:

- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
- (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; 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 s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,
 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 before 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

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(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 Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.

- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (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 and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (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, before settlement, give the Buyer a written statement, supported by reasonable evidence, of –
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 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

- 4.1 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).
- 4.2 The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1 has been either satisfied or waived by the Buyer.



- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

## 5. SETTLEMENT

### 5.1 Time and Date

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

### 5.2 Transfer Documents

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

### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
    - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
    - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property,
 sufficient to satisfy section 93A or 105C of the RTRA Act;
  - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
    - (i) the Seller has done this before settlement; or
    - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) The Seller is not required to comply with clause 5.3(1)(e) if the Buyer is an exempt lessor as defined in section 82A of the RTRA Act.

### 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 RTRA Act) supporting the Tenancies;
  - (3) manufacturers' 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 of State Lease

- (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 Extension of Settlement Date

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

### 6.3 Delay Event

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

- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
  - (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
  - (6) A Notice to Settle must be in writing and state:
    - (a) that the Suspension Period has ended;
    - (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; and
    - (c) that time is of the essence.
  - (7) When Notice to Settle is given, time is again of the essence of the contract.
  - (8) In this clause 6.3:
    - (a) **"Affected Party"** means a party referred to in clause 6.3(1);
    - (b) **"Delay Event"** means:
      - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
      - (ii) riot, civil commotion, war, invasion or a terrorist act;
      - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
      - (iv) compliance with any lawful direction or order by a Government Agency; or
      - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
    - (c) **"Government Agency"** means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
    - (d) **"Settlement Obligations"** means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (f) and 5.5;
    - (e) **"Suspension Period"** means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.
- (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
  - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that, at settlement:
    - (a) 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 Court order or writ of execution affecting the Property.
  - (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
  - (5) The Seller warrants that:
    - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements or Rooming Accommodation Agreements are true and correct; and
    - (b) if there are Tenancies, the current rent complies with the requirements of section 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
  - (6) If the Seller's warranty in clause 7.4(5) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
  - (7) 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:
  - (a) there is an error in the boundaries or area of the Land;
  - (b) there is an encroachment by structures onto or from the Land;
  - (c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or
  - (d) there is a mistake or omission in describing the Property or the Seller's title to it,
 which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
  - (a) immaterial; or
  - (b) material, but the Buyer elects to complete this contract,
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

## 7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
  - (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
  - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
  - (a) the Seller must comply with the notice or order; and

## 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's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that, at the Contract Date:
  - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
  - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
  - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;

- (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,  
unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.

- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
- in this contract; or
  - in writing before the Buyer signed this contract.

## 7.7 Property Adversely Affected

- (1) If at the Contract Date:
- the Present Use is not lawful under the relevant town planning scheme;
  - the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - access to the Land passes unlawfully through other land;
  - any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
  - any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
  - the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
  - there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,  
and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

## 7.8 Compliant Smoke Alarms

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

## 7.9 Dividing Fences

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

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

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

### 8.2 Access

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

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

## 8.3 Seller's Obligations After Contract Date

- 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.
- The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

## 8.4 Information Regarding the Property

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

- copies of all documents relating to any unregistered interests in the Property;
- full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- 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;
- the Local Government rate account number for the Land; and
- 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:

- the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - create a relationship of landlord and tenant; or
  - waive the Buyer's rights under this contract;
- the Buyer must insure the Property to the Seller's satisfaction; and
- 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

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

### 9.2 If Seller Affirms

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

- damages;
- specific performance; or
- 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:

- damages;
- specific performance; or
- 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:

- resume possession of the Property;
- forfeit the Deposit and any interest earned;
- sue the Buyer for damages;
- 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:

- recover the Deposit and any interest earned;
- sue the Seller for damages.

### 9.6 Seller's Resale

- If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - 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 required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an

attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

#### 10.5 Business Days

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

#### 10.6 Rights After Settlement

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

#### 10.7 Further Acts

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

#### 10.8 Severance

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

#### 10.9 Interpretation

##### (1) Plurals and Genders

Reference to:

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

##### (2) Parties

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

##### (3) Statutes and Regulations

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

##### (4) Inconsistencies

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

##### (5) Headings

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

##### (6) Calculating Time

If anything is permitted or required to be done:

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

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

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

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

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

#### 10.10 Counterparts

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

## 11. ELECTRONIC SETTLEMENT

### 11.1 Application of Clause

Clause 11:

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

### 11.2 Nomination of ELNO System and Completion of Electronic Workspace

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

### 11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c),(e) and (f); and
  - (b) clause 2.5(5)(d) and (e),  
(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c)) in escrow on the terms

contained in the QLS E-Conveyancing Guidelines; and

- (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
  - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
  - (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
  - (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

### 11.4 Computer System Unavailable

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

### 11.5 Costs

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

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

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

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

### 12.2 Pre-contract Disclosure

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





## **STAGE 5A&B**

### **Annexure 1 Special Conditions**

#### **1. Acknowledgement**

The Buyer/s acknowledge that they have read and considered and accept the provisions of the documents and annexures attached to this contract and headed in the following manner:

Annexure "A"	Building Covenant Conditions
Annexure "B"	"Griffin Crest" application form
Annexure "C"	Building Envelope Plan (Small Lot Plan)
Annexure "D"	Fencing Requirement
Annexure "E"	Further Fencing Requirement
Annexure "F"	Refuse Bin Enclosures
Annexure "G"	Continuation of Covenant
Annexure "H"	Buyers Acknowledgement

The Buyer/s acknowledge that the annexures form part of this contract and they outline the most important factors concerning the manner of construction and finish of any dwelling house and associated structures to be built on the lot being purchased and the positioning of the dwelling house and associated structures and

- ongoing legal significance for both the Buyer and the Seller and
- the contents of these annexures have therefore been considered most carefully
- complying with these will benefit the residents and maintain values of the estate.

#### **2. Rates**

- 2.1 Clause 2.6(3) of the standard terms of the contract is deleted and replaced with "if there is no separate assessment of rates for the Land at the Settlement Date the Buyer and Seller agree that an adjustment will not be made for rates at Settlement. The Seller will pay its share of rates, being the period up to and including the Settlement Date, after Settlement once it receives a copy of the separate assessment of rates from the Local Government.

#### **3. Cheques**

- 3.1 Clause 2.6(12) of the standard terms of the contract is deleted and replaced with "The cost of all bank cheques required at Settlement is the responsibility of the Buyer".

#### **4. Land Tax**

- 4.1 Clause 2.6(4) of the standard terms of the contract are deleted and replaced with:

"The Buyer must, at Settlement, pay to the Seller a proportion of the land tax payable by the Seller, for the period from the day after Settlement until the end of the relevant land tax year, in relation to all of the taxable land owned by the Seller where that proportion is equal to the proportion that the unimproved capital value of the Land bears to the total unimproved capital value of all the taxable land owned by the Seller as at 30 June immediately before commencement of the relevant land tax year. The Buyer may not deduct any amount of Land Tax from the Balance Purchase Price.

For the purposes of this special condition

- (a) where there is no separate unimproved capital value issued for the Land the unimproved capital value of the Land will be a proportion of the unimproved capital value of the land to which there is a current unimproved capital value and which was reconfigured to create the land and / or other land to the proportion that the Land bears to the total area of the land which was reconfigured to create that land with respect to which there is a current unimproved capital value." And
- (b) taxable shall have the meaning ascribed to it by section 9 of the Land Tax Act 2010

## **5. Building Covenants**

5.1 The Buyer:

- (1) Must comply with the building covenants contained in Annexure "A" to this contract. The obligations under this clause and its sub-clauses will continue after settlement; and
- (2) Must obtain the Seller's prior written approval before commencing construction of any improvement or structure on the Land. Refer to Annexure "B" Application Form.
- (3) The Buyer must, if the Buyer sells or otherwise disposes of its interest in the Land, cause any subsequent transferee of the Land to enter into a deed of covenant in favour of the Seller in the form of Annexure "F" attached to the building covenants which are annexed to and form part of this Contract, agreeing to be bound by the building covenants as if the transferee was the Buyer.
- (4) The Buyer will sign a Buyers Acknowledgement in the form of Annexure "G" attached to the building covenants which are annexed to and form part of this Contract, acknowledging the existence of the building covenants, agreeing to be bound by the building covenants and agreeing to pass those building covenants on to subsequent buyers.

## **6. Further Development**

6.1 The Buyer acknowledges that:

- (i) (a) "Griffin Crest" is being developed progressively by the Seller; and  
(b) This involves or will involve (amongst other things) the carrying out of development works and the making of town planning and building applications of various types to government and semi-government authorities ("Applications").
- (ii) The Buyer must not make or maintain any objection, appeal, claim, demand or suit either alone or jointly with others against or do anything which may adversely affect any of the Applications.
- (iii) The Buyer must not make any claim for compensation or objection, delay settlement or claim a reduction in the purchase price in relation to any dust, noise or traffic interference which results from the ongoing development of "Griffin Crest".
- (iv) The Buyer must not do or omit anything which would prevent the Seller from completing "Griffin Crest" or selling allotments in "Griffin Crest".

- 6.2 The development of the lands in the estate of which the land forms part in any particular manner as may be shown on any plans and other advertising materials or otherwise advised to the Buyer is an indication only of how the lands might be developed. It represents the Seller's present intentions regarding its future development. The Buyer acknowledges that market and other factors will determine how, when and if the land is developed and the Seller gives no warranty or representation as to when or how the lands in the estate may be developed or if in fact they will be developed at all.

## **7. GST**

- 7.1 The Seller will pay any GST applicable to the supply under this contract and the Buyer and Seller agree that the Seller will not apply the margin scheme for the purpose of calculating any GST.

## **8. Fencing**

- 8.1 The Buyer agrees that the Seller will have no obligation at any time to contribute to the cost of building or maintaining any fence on the Land, or on the boundaries of the Land with any other Land owned by the Seller.

## **9. Transmission**

- 9.1 This contract may be entered into by and become binding on the parties named in the contract upon one party signing the Contract that has been signed by the other (photocopy, electronic mail or facsimile copy of that contract) and transmitting a photocopy, electronic mail or facsimile copy of it to the other party or to the party's agent or solicitor.

## **10. Marketing**

- 10.1 The Buyer must not object if the Seller has sales displays and signs on the Land before and after Settlement.

## **11. No Caveat**

- 11.1 The Buyer may not lodge a caveat over any land owned by the Seller. If the Buyer lodges a caveat in breach of this clause the Buyer appoints each of the directors of the Seller as their attorney for the purposes of doing all things necessary to withdraw the caveat.

## **12. No Representations**

- 12.1 In entering into this Contract, the Buyer has not relied on any statement, representation or promise (other than those contained in this contract) by or on behalf of the Seller (or agent of the Seller expressed or implied).

## **13. Access**

- 13.1 The Buyer grants to the Seller, its agents, contractors, employees, the relevant local authority or authorised persons a right to access the Land after settlement at any time, with or without machinery, in order to erect and maintain marketing signage, or rectify defects or non-compliance with conditions of the development approval relating to the Land.

## **14. Building Envelope**

- 14.1 The Buyer expressly acknowledges that the Seller has brought to the Buyers attention the approved small lot plan and the requirement to comply with the building envelopes and other requirements as nominated on the approved plan. The said Building Envelope for the relevant lot is marked by a broken line on the plan annexed hereto marked Annexure "C".

## **15. Acoustic Report**

- 15.1 The Buyer acknowledges that the Seller has brought to the Buyer's attention that prior to any building approval the Buyer is to obtain a copy of the Council Approved Acoustic Report and ensure the house is designed and constructed in accordance with the recommendations to mitigate traffic noise and relevant requirements of the Queensland Development Code.

## **16. Finance**

- 16.1 Clause 3 of the Terms of Contract for Houses and Residential Land is deleted.
- 16.2 This Contract is subject to and conditional upon the Buyer obtaining approval for a loan amount sufficient to complete this purchase from a financial institution on terms satisfactory to the Buyer within ..... days from the Contract Date ("the Finance Date"). The Buyer must use its best endeavours and do all things reasonably necessary to obtain finance approval.
- 16.3 If special condition 16.2 is not satisfied, the Buyer may terminate this Contract by notice in writing to the Seller given no later than 5:00pm on the Finance Date in which case the Deposit will be refunded to the Buyer. The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 16.2 by 5pm on the Finance Date.
- 16.4 If the Buyer terminates this Contract in accordance with condition 16.3 the Buyer must produce confirmation in writing from the financial institution of its rejection of the finance application.
- 16.5 Special condition 16.2 is for the benefit of the Buyer and the Buyer may waive the benefit of that special condition by notice in writing to the Seller no later than 5:00pm on the Finance Date.
- 16.6 The Buyer acknowledges that inspection of the lot by the Financier's Valuer must be arranged through the Developer prior to attendance at the lot. For that purpose the Buyer will deliver a lot inspection booking letter to their Financier so inspection can be arranged with minimal delay and inform the Developer of the name and contact details of the Valuer.

## **17. Occupation of Dwelling by the Buyer**

- 17.1 The Buyers acknowledge that the means by which the attractive and appealing quality of this estate (and thereby the value of our new home) will be established and maintained is finally achieved by the nature of the care and attention applied by each buyer in fulfilling the terms of the building covenants agreed to herein.
- 17.2 That important level of care and attention can really only be sustained if we remain in occupation of this property as our home during the formative period in the creation of this estate. To that end we agree that, without limiting or restricting our underlying right of alienability, we shall remain in personal possession and occupation of this property as our principal residence during a period of at least twelve (12) months from the date of completion of the dwelling on the Property.
- 17.3 The Buyers further acknowledge that the Seller in calculating the Sale Price of the subject Property by the Seller to the Buyer took into consideration that the Buyer would remain in occupation as owner occupier for a period of 12 months. The Buyer agrees to pay the Seller the sum of \$10,000.00 if the Buyer does not remain in occupation for a period of 12 months. The Buyer further acknowledges that such payment is not a penalty, but compensation to the Seller.
- 17.4 Notwithstanding the foregoing the Developer/Seller agrees that if difficult and unforeseen personal circumstances should arise in our lives during that 12 month period (eg. a death or significant personal injury, loss of employment) it shall then act reasonably and compassionately in relation to any request by us that we then be released from the foregoing obligation.

## **18. Management of Rental Property**

- 18.1 Should the Buyer lease out their residence after residing therein for a period of 12 months as noted in Clause 17.2 above, or should agreement be received from the Developer in accordance with Clause 17.4 above, the Buyer acknowledges that they will appoint a Brisbane based real estate agent to lease and manage the property and will provide such agent with a full copy of the estate Covenant which must be annexed to any lease agreement. The Buyer acknowledges they are responsible to ensure any tenant of the property abides by the standards of the Covenant.

## **19. Drainage Easement 710569985**

- 19.1 The Buyer acknowledges that:
- (a) The Property currently has the benefit of an old drainage easement no. 710569985 ("Drainage Easement") over lot 2 on SP211160 ("Lot 2" 461 Dohles Rocks Road, Griffin).
  - (b) When Griffin Crest was developed the storm water that historically flowed onto Lot 2 was diverted away from Lot 2 which means that the Drainage Easement is no longer required for the Property, or any other lot in Griffin Crest:
  - (c) The Department of Transport and Main Roads (Department) proposes to resume Lot 2 as part of its upgrade to the Bruce Highway and needs to extinguish/surrender the Drainage Easement;
  - (d) The Department has recorded the attached administrative advice (notice of intention to resume) ("Notice") on the title to the Property in the Queensland land registry (Refer Annexure 2 attached):
  - (e) If the Department proceeds with the Bruce Highway upgrade, it will require the Drainage Easement to be surrendered/extinguished.
- 19.2 Notwithstanding anything else in this Contract the Buyer agrees to purchase the Property subject to the Notice, and not make any objection, delay settlement or make any claim against the Seller before or after settlement in relation to the Notice.

## **20. Disclosure Statement**

- 20.1 The Buyer acknowledges having received prior to entering into this contract Disclosure Documents ("Disclosure Documents") as required under the Land Sales Act 1984 containing the:
- (i) Disclosure Statement;
  - (ii) Disclosure Plans

## **21. Settlement Date**

- 21.1 The Settlement Date will be the later of:
- (i) Fourteen (14) days after the Seller or the Seller's solicitor gives the Buyer notice in writing that a separate indefeasible title has been created for the Land and the Seller is the registered owner of the Land; and
  - (ii) If the Seller is required to give a 'significant variation notice' in accordance with Section 10 of the Land Sales Act 1984, 22 days after the Buyer is given that notice;
  - (iii) 30 days from the date of this Contract.





## **STAGE 5A&B**

### **Annexure “A”**

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#### **BUILDING COVENANT CONDITIONS**

The Buyer expressly acknowledges that the land hereby agreed to be sold is situated in and forms part of a larger residential development area (herein called “the area”) and that it is desirable that supervision and some control be exercised by Bettson Properties Pty Ltd and Tobsta Pty Ltd trading as Oxmar Properties to ensure that a sufficiently high standard in respect to both design and construction of dwelling houses be maintained in the area and to ensure further that the area should be developed in a manner which will be aesthetically pleasing and to that end the Buyer expressly covenants and agrees with Oxmar Properties and to the intent that the benefit of the following covenants shall accrue to the benefit of Oxmar Properties and other land owners in the area and continue to do so and after the date of completion of this Contract, as follows:

#### **1. Building**

1.1 That the Buyer will not without written consent of Oxmar Properties, further subdivide the land or apply to subdivide the land erect or permit to be erected on the land hereby agreed to be sold any dwelling house other than a single unit dwelling house having a gross floor area inclusive of patios, pergolas and any outdoor living areas and garages, of not less than:

- (i) - 160 square metres for land less than 400 square metres,
- 180 square metres for land between 400 square metres and 599 square metres,
- 220 square metres for land 600 square metres or greater.

The buyer shall ensure any dwelling house constructed on the land shall be as follows:-

- (ii) A dwelling house must incorporate, as a minimum, a double lock up garage, front door and windowed habitable room (i.e. living room, dining room, bedroom window) on the ground level that faces the street frontage. Two storey houses must have a double lock up garage and should they not meet all other requirements, will be considered at the Developer’s total discretion. Carports or other similar structures are not permitted.
- (iii) Provide a front porch or patio to highlight the entrance and provide protection from wet weather with a minimum floor area of 4m<sup>2</sup> under roof. Columns or pillars are to be of a material or colour different to the front facade i.e. slate, stone, timber or feature brick.
- (iv) If timber posts are to be used in the front façade the posts must be stained hardwood timber or painted to complement the dwelling and be a minimum size of 140mm x 140mm.
- (v) Dual Occupancy, Duplexes or Associated Units are NOT permitted.
- (vi) A dwelling house must have a tiled or colorbond roof or other similar non-reflective material as approved by Oxmar Properties, with eaves a minimum of 450mm where either the wall is not built to boundary or where the setback to the wall is less than 450mm.

(vii) Construction of external walls must comprise:

- (a) Walls with exposure to any street or road must be fully rendered and painted.
- (b) Returns must be rendered and painted at least 3 metres or to the first control joint along the side walls whichever is the maximum.
- (c) Zero lot alignments must render and paint the entire side wall located on the boundary.
- (d) All other external walls must be either rendered and painted or face-brick with off white mortar.
- (e) Small sections of stone, timber, or tile features may be used in the front façade as approved by Oxmar Properties.
- (f) Any elevation that faces a street, road, open space/park, or access path, and in particular Lot 284 and all corner lots, are to be rendered and painted with returns as noted in Clause 1.1. (vii) (b).
- (g) Where the design does not include columns or pillars a separate feature material or colour must be incorporated in the front façade.

(viii) Paint colours to be used on the façade are to be drawn from the earth tone colour palette of browns, tans, cream, white, warm greys and dark greens. The colours in an earth tone scheme are muted and flat in an emulation of the natural colours as found in rock, stone, timber and earth; and will therefore complement the tones used in brick, stone and timber features. Any variation from this colour palette must be approved by the Developer.

(ix) Any shed or structure built separate from the main dwelling building shall be colour consistent with the dwelling and not greater in size than 3m x 3m and must not be visible from the street/road.

(x) All utility meters and piping are to be housed in a box, painted to match the external colour of the house, and incorporated within the brickwork of the dwelling during construction.

(xi) Any builder that builds more than one (1) house within the estate must not build the same house unless the façade is materially different, colours are different and the house is also approved by the Covenant Manager.

(xii) The minimum width of all dwelling houses on all lots is to be 80% of the frontage.

1.2 The Buyer shall not use or allow to be used in the construction of any dwelling house or other improvement upon the said land any second hand or substandard materials.

1.3 The Buyer will keep the whole of the land hereby agreed to be sold at all times in a clean and tidy state and condition, including the regular mowing of the land. The Buyer acknowledges that should the land not be mowed and maintained Oxmar Properties may give to the Buyer notice to comply within 7 days. Should the Buyer not rectify the situation within 7 days the Buyer further acknowledges that Oxmar Properties will, without further contact with the Buyer, lodge a request with the Local Authority for the removal of undergrowth, rubbish, etc. and the Local Authority will issue an invoice direct to the Buyer for all costs involved. Please note these costs are considerably more than the cost of a local mowing contractor.

1.4 Clotheslines, hot water systems, gas tanks, water storage units, air conditioning units or similar structures are not to be visible from the street front except where the land is a corner allotment, in which case sufficient shrubs, plants and other landscaping features must be placed along the street front to mask the visual impact.

1.5 Any water tanks installed on the property must be located so as not to be visible from the street and must be in a colour to complement the dwelling.

1.6 All refuse bins must be located behind the fence so as not to be visible from the street. Only where insufficient space is available at the side of the dwelling for storage of the refuse bins, consideration may be given to shrubs being planted to create a natural screen to fully screen the bins, or a bin enclosure may be erected to a maximum height

of 1.5m to screen the refuse bins from the street. The Buyer is required to obtain written approval for either structure prior to the work commencing. Any bin enclosure erected must be professionally constructed of a material and painted in a manner to complement the dwelling house. Examples of the style of bin enclosure are included in Annexure 'F'.

- 1.7 Recreation and play equipment must not be placed at the front of any building or on the footpath and must not be visible from any street or road. If the land is a corner allotment sufficient shrubs, plants and other landscaping features must be placed along the street front to mask the visual impact.
- 1.8 The Buyer will expeditiously complete or cause to be completed the erection of any structural improvements to be erected on the land hereby sold. Once the erection thereof has been commenced; completion to be within fifteen (15) months from commencement.
- 1.9 No temporary building, caravans, tents, relocatable homes, shipping containers or similar are to be erected on the land.
- 1.10 No erection of other buildings prior to construction of the dwelling;
- 1.11 No depositing of any excavation materials, trees, rubbish, or builder's waste or other substances whatsoever on the land or properties adjoining the land or otherwise within the development of which the land forms part;
- 1.12 No erection or placement on any part of the property of any advertising signage or any structure which is intended or is suitable for the display of advertisements or notices, and the property must not be used for the display of advertisements or notices;
- 1.13 No "For Rent" signs are to be erected in the estate and the Developer reserves the right to remove any "For Rent" signs without notice.
- 1.14 No vehicles, caravans, boats, trailers, trucks, buses, large vehicles and the like shall be parked within the roadside reserve or allotments. All work vehicles are to be garaged and not parked in the open.
- 1.15 The Buyer will instruct and ensure that their builder and contractors do not drive or park vehicles on other lots or footpaths and particularly do not drive across vacant land within the estate. All contractors should be advised to access lots via the bitumen road immediately in front of the subject land. Should any damage, ie. wheel ruts, occur to other lots or footpaths (including the footpath in front of the subject lot) the Buyer will be responsible for rectifying the damage within 72 hours of the damage being sustained.
- 1.16 For setbacks refer to Annexure 'C' i.e. Council approved Building Envelope Plan prepared by Wolter Consulting Group.
- 1.17 The Buyer agrees to rectify any damage caused by the buyers, their contractors, builders, or any other trades people to any landscaping within the public open space or road reserve provided by Oxmar Properties, at the Buyers cost. The Buyer is to rectify any damage before occupying the dwelling or within 72 hours of being notified by Oxmar Properties whichever is sooner. The Buyer will also instruct and ensure that their builder and contractors do not damage the concrete path or kerb located on the footpath in front of the subject lot, or any other concrete path or kerb on the estate during construction of the dwelling and landscaping. Any damage that does occur is to be rectified immediately.
- 1.18 The Buyer's builder is required to exercise Best Management Principles on site during the building program, including:
  - a. Provide and use an industrial bin on site (no wire cages);
  - b. Use only one access point onto the site from the bitumen road immediately in front of the subject lot.
  - c. Ensure the Buyer's builder's compliance to these terms, it is suggested that they should be included in the Buyer's building contract.

- 1.19 The Buyer shall submit to Oxmar Properties plans for covenant approval indicating the size, number and location of any solar panels. With over 30 years development experience and our acute understanding of property values it is our opinion that placement of solar panels on that part of the roof facing the street adversely affects the value of the property and the surrounding properties. To maintain maximum value of your property the Developer preference is for solar panels to be least visible from the street.
- 1.20 External tv antennae and other aerials must be unobtrusive and located towards the rear of the dwelling house.
- 1.21 The estate will be provided with natural gas. Oxmar Properties encourages the Buyer to install a hot water system and/or cook-top to utilise the natural gas available.
- 1.22 The estate will be provided with NBN Broadband. Oxmar Properties encourages the Buyer to install wiring and outlets to accommodate NBN throughout the dwelling.
- 1.23 No occupancy of the dwelling or any part of it is allowed until construction of the entire dwelling is complete.

## **2. Retaining Walls**

- 2.1 Any retaining walls are to be concrete sleeper in the same standard, finish and colour as installed in the estate by the Developer.
- 2.2 The Buyer is responsible for the rectification of any damage to the retaining wall/s and such damage must be rectified within 14 days of the damage occurring.
- 2.3 Any changes to lot levels along a boundary must be retained to the same standard, finish and colour as installed in the estate by the Developer. The Buyer is required to discuss any proposed retaining walls and fencing with the owner of the neighbouring lot and agree to a combined outcome prior to work being carried out.
- 2.4 Buyers and their builders must not affect the structural integrity or alter in any way, the fencing or retaining walls provided by Oxmar Properties. If for some reason there is any change to the structural integrity or alterations to the fencing or retaining walls, it is the responsibility of the Buyer to rectify the retaining walls to the standard of the original engineering design and as approved and certified by Council or Certifiers.

For specific design information regarding the retaining walls please contact the Developer for plans.

- 2.5 Buyers (and builders) must not:
  - (i) excavate below the level of retaining walls or construct within the zone of influence of the footings or supporting ground. eg. Excavation for pools, pipes & trenches, or changing ground level.
  - (ii) allow heavy loads above the retaining walls within the zone of influence. eg. Water tanks, pallets of bricks, Vehicles/trucks, pool or driveway.
- 2.6 Buyers (and builders) must ensure:
  - (i) All Structures (including houses, pools, sheds etc) are not to rely on retaining walls for support. They are to be founded independently of the retaining wall (eg by use of piers etc) as designed by a structural engineer;
  - (ii) The drainage gravel behind retaining walls is required to drain water away from the walls and shall not be removed or blocked (eg with soil or concrete). The Buyer (and builder) is to Maintain the drainage gravel and pipes behind the retaining walls to freely drain at all times;
  - (iii) The Buyer or builder connects drainage pipes from the retaining walls into the house drainage system and ultimately to the street.

### **3. Fencing**

- 3.1 All fencing along the rear or side boundaries, with the exception of fencing fronting a street or access pathway, is to be 1.8m high lapped and capped timber paling as per Annexure "D" as a minimum standard.
- 3.2 Fencing fronting a street, road or access pathway must be a maximum of 1.5m in height and can be either;
- Fencing as depicted in Annexure 'D' and painted to complement the estate;
  - A solid rendered fence or a combination of materials of the same standard (modular concrete panels will not be accepted);
  - Powder coated aluminium pool fencing or similar;
  - Dressed and stained timber that complements the house as per the fencing along Bettson Boulevard;
  - Colorbond fencing provided it complements the colours of the dwelling;
  - Any other materials proposed that maintain the integrity of the estate must be approved by the Covenant Manager.
- 3.3 All side and dividing fencing where fencing is to a maximum height of 1.8m is to be tapered down to meet the top of the 1.5m fence as per Annexure 'E'.
- 3.4 No fencing is permitted forward of the front line of any house. Front line means the horizontal line that runs along the front façade of the dwelling, extending to each side boundary of the lot, except that, in the case of battle axe blocks, side or rear boundary fencing installed by an adjoining owner does not contravene this clause.
- 3.5 Oxmar Properties has provided fencing along the rear and/or side boundaries of Lots 282 to 284 and part of the side boundary fence facing the access path on Lot 284.
- 3.6 Lot 284 - Fencing along the boundaries adjacent to the pathway is to be a maximum of 1.5m in height and constructed of timber paling as per Annexure "D".
- 3.7 Buyers are not to modify, increase/reduce the size of a fence or place any materials on any fence provided by Oxmar Properties.
- 3.8 Buyers are advised that when installing boundary fencing, the constructed retaining walls are not located on the boundary alignment, in accordance with Local Authority requirements. If brackets are installed on a retaining wall best practice is to install the fencing to the brackets supplied on the retaining wall. Please note as the retaining wall is not located on the shared boundary both owners must agree to the location of the fencing if installing on the brackets.
- 3.9 All fencing is to be installed immediately after completion of the dwelling.
- 3.10 Subject to clauses 3.4 and 3.8, fencing must be installed along all property boundaries to the lot.
- 3.11 The Buyer is required to discuss any proposed fencing location with the owner of the neighbouring lot and agree to a combined outcome prior to work being carried out.

### **4. Landscaping**

- 4.1 The Buyer shall complete installation of turf to the front garden and construction of one double width driveway only from kerb to dwelling and crossover per lot prior to occupancy of the dwelling.
- 4.2 Further landscaping may be undertaken any time thereafter subject to the Buyer submitting a landscape plan for approval prior to commencement of work. When approved the further landscaping must be completed within four (4) weeks of the date of commencement.

- 4.3 No other structures or additions to the dwelling are permitted in the front garden area.
- 4.4 All driveways and porch areas or front patio areas must be constructed of either exposed aggregate, stamped or stenciled concrete or pavers. Under no circumstances will plain concrete, coloured concrete, painted concrete, bitumen, asphalt and/or car tracks be permitted. Should the Buyer wish to use other material in the porch or front patio area approval must be received in writing from Oxmar Properties in accordance with Clause 9.
- 4.5 Any garden bed which is positioned on a side or front boundary must be constructed of painted concrete sleepers or rendered blockwork painted to complement the dwelling. No timber sleepers are permitted.
- 4.6 All other garden bed edging must be constructed of either hardwood timber protruding no more than 100mm above ground level or flat pavers concreted into place or concrete garden edging coloured to complement dark earth tones of the house and/or driveway (no plain concrete). Any raised garden bed siding or edging more than 100mm above ground level, must be constructed of painted concrete sleepers or rendered masonry blockwork painted to complement the dwelling.
- 4.7 Front steps must be constructed of exposed aggregate concrete, stained hardwood, stone or rendered masonry blockwork painted to complement the dwelling. Any variation to this material must be approved in writing by the Covenant Manager.
- 4.8 The letterbox is to be rendered clay brick or masonry block and painted in the same colour as the dwelling. A lightweight pre-fabricated letterbox replicating a rendered blockwork letterbox is also acceptable. Any variation to this must be approved in writing by the Covenant Manager. Metal letterboxes are not suitable and will not be approved under the Covenant. All letterboxes must be constructed of material and in a manner which complies with Australia Post preferred standard.
- 4.9 All landscaping must be of high quality and completed in a workmanlike manner.
- 4.10 The land and footpath in front of each property (and side footpath for corner lots) must be maintained in a neat, tidy and mown condition at all times.
- 4.11 With the exception of the driveway, no other expanse of concrete is permitted forward of the building line of the dwelling

## **5. Acoustic Report**

- 5.1 Oxmar Properties will provide acoustic fencing to a height as referenced in the Acoustic Report along the rear and/or side boundary of Lots 282 to 284 in accordance with the approved Acoustic Report.
- 5.2 All Buyers are required to obtain a copy of the approved Acoustic Report and ensure the house is designed and constructed in accordance with the recommendations to mitigate traffic noise.

## **6. Special Requirements for Lot 284 and all Corner Lots**

- 6.1 Where houses built on these Lots have 2 street/road frontages and/or boundaries facing open space/ park or access paths Clause 1.1 (vii) above shall apply with respect to facade on the front and also on the rear/side of the house.
- 6.2 Lot 284 – The house built on this Lot must have all sides exposed to the road and access path fully rendered and painted in accordance with Clause 1.1(vii) above.

- 6.3 Buyers are not to modify, increase/reduce the size of the fence or place any materials on the fence provided by Oxmar Properties. Furthermore, the only fencing permitted internally of the boundary fences is that which is one (1) metre behind the front line of the house. Side fencing erected by the Buyer (if higher than fencing provided by Oxmar Properties) is to be tapered (raked) as per Annexure "E" from the rear line of the house to meet the height of the fence provided by Oxmar Properties.

## **7. Damage or Alterations to Utility Infrastructure**

The Buyer acknowledges that the developer has installed utility infrastructure within the Estate, including but not limited to, water meters, fire hydrants, water valves, manholes, electrical service pillars, communications pits, roads and footpaths. The Buyer covenants not to damage or alter the location or level of the infrastructure or the ground level surrounding the infrastructure and to ensure that their builder, landscaper and other contractors do not damage or alter the location or level of the infrastructure or the ground level surrounding the infrastructure. Should such damage or alteration occur, the Buyer must, within 30 days, after being requested to do so, rectify the damage or alteration, at the Buyers expense.

## **8. Damage to Property**

Any damage sustained to the property, adjoining properties, nature reserve or the amenities of the estate including trees and landscaping by the buyer or any authorized person must be remedied by the buyer or authorized person within 72 hours of the damage being sustained.

## **9. Approval of Plans by Seller**

Prior to submission to Council or any approved certifier for building approval and prior to commencement of construction of any improvements or the carrying out of any works on the land (Works), plans and specifications including details of materials to be used for all proposed building work and operational works, complete in all respects (Plans), must be submitted using the Application form in Annexure "B" of the Sale Contract to Oxmar Properties for Oxmar Properties' written approval and addressed to:

The Covenant Manager  
Oxmar Properties  
PO Box 842  
ASPLEY QLD 4034  
Phone: 07 3263 4977  
Facsimile: 07 3263 4966  
Email: [covenants@oxmarproperties.com.au](mailto:covenants@oxmarproperties.com.au)

Oxmar Properties may approve or refuse to approve or approve with amendment the plans in Oxmar Properties discretion providing that Oxmar Properties shall not act capriciously. The buyer will not submit to Council or any approved certifier the plans until such time as the buyer has received Oxmar Properties approval in writing.

The Buyer must carry out the Works in accordance with the Plans approved pursuant to this Clause.

## **10. Breach**

- 10.1 Upon breach of any of the foregoing conditions the Buyer shall pay to Oxmar Properties on demand by way of liquidated damages and not by way of penalty the sum of twenty five thousand dollars (\$25,000).
- 10.2 If the Buyer breaches any part of this building covenant, Oxmar Properties may (in addition to any other right, remedy, or power it has) enter upon the land and remove and dispose any structure or article contravening the provisions of this building covenant or perform any work necessary or expedient to ensure compliance with this building covenant. Oxmar Properties may recover all costs incurred by enforcing these covenants, including all legal costs on a full indemnity basis, from the Buyer, as a

liquidated debt. The Buyer must pay to Oxmar Properties interest at the rate of 15 (fifteen) percent per annum calculated daily on all costs incurred by Oxmar Properties in relation to a breach by the Buyer under this building covenant for as long as such monies remain outstanding.

#### **11. Variation**

Notwithstanding the above Oxmar Properties shall have the right at Oxmar Properties' sole discretion in any other sale to waive vary or relax the conditions of this covenant at any time and in that event the Buyer shall have no claim whatsoever against Oxmar Properties. The exercise of this right from time to time does not otherwise vary the parties obligations under this building covenant.

#### **12. Dividing Fences**

The Buyer agrees that Oxmar Properties will have no obligation at any time to contribute to the cost of building or maintaining any fence on the Land or on the boundaries of the Land with any other land owned by Oxmar Properties.

#### **13. Trees**

13.1 The Buyer acknowledges that Oxmar Properties has planted numerous trees or other vegetation in and around the various public areas in an endeavour to enhance the environment and by way of general beautification. The Buyer hereby agrees not to damage or remove any of these trees or other vegetation at any stage of development or following completion of development. Should such damage or removal be caused by either the Buyer or his/her subcontractors, the trees are to be replaced immediately at the Buyer's expense.

13.2 Where a footpath tree has also been planted in front of a lot by Oxmar Properties, the Buyer hereby agrees not to damage or remove such footpath tree. Should such damage or removal occur to the footpath tree under any circumstance, the tree is to be replaced by the Buyer immediately at the Buyer's expense.

#### **14. Access**

The Buyer grants to Oxmar Properties, its agents, contractors, employees or authorised persons right to access the Land after settlement at any time, with or without machinery, in order to rectify defects or non-compliance with any conditions of any development approval relating to the Land.

#### **15. Continuation of Covenant**

15.1 The benefit of the covenants in this clause shall continue in full force and effect and remain binding on the Buyer, his executors, administrators, successors and assigns and that if the Buyer shall sell or assign or lease or otherwise part with possession of the land hereby agreed to be sold to any other person then the Buyer will obtain from that other person a covenant in favour of Oxmar Properties agreeing to be bound by all of the terms of these building covenants. The Buyer will be only released from its obligations under these building covenants upon delivery to Oxmar Properties of a binding Covenant given by the subsequent buyer to Oxmar Properties and notification to Oxmar Properties in accordance with Annexure "G" in which the subsequent buyer agrees to be bound by the building covenants herein.

15.2 A reference to a Buyer in this building covenant includes a reference to any subsequent owner of the land.

#### **16. Buyers Acknowledgement**

The Buyer will sign a Buyers Acknowledgement in the form of Annexure "H" acknowledging the existence of the building covenants, agreeing to be bound by the building covenants and agreeing to pass those building covenants on to subsequent buyers.



## 17. Validity of Covenant

If any part of this building covenant is or becomes invalid, illegal, or unenforceable, such part is to be, so far as possible, read down to give it a valid operation of a partial character, or if not so possible, must be severed from the remaining parts of this building covenant. The remaining parts of this building covenant are not to be affected or impaired by the severance. This clause will not operate if the severance alters the basic nature of this building covenant or is contrary to public policy.

## 18. Further Development

18.1 The Buyer acknowledges that:

- (i) (a) "Griffin Crest" is being developed progressively by the Seller; and  
(b) This involves or will involve (amongst other things) the carrying out of development works and the making of town planning and building applications of various types to government and semi-government authorities ("Applications").
- (ii) The Buyer must not make or maintain any negative submission, objection, appeal, claim, demand or suit either alone or jointly with others against or do anything which may adversely affect any of the Applications.
- (iii) The Buyer must not make any claim for compensation or objection, delay settlement or claim a reduction in the purchase price in relation to any dust, noise or traffic interference which results from the ongoing development of "Griffin Crest".
- (iv) The Buyer must not do or omit anything which would prevent the Seller from completing "Griffin Crest" or selling allotments in "Griffin Crest".

18.2 The development of the lands in the estate of which the land forms part in any particular manner as may be shown on any plans and other advertising materials or otherwise advised to the Buyer is an indication only of how the lands might be developed. It represents the Seller's present intentions regarding its future development. The Buyer acknowledges that market and other factors will determine how, when and if the land is developed and the Seller gives no warranty or representation as to when or how the lands in the estate may be developed or if in fact they will be developed at all.

## 19. Covenant Acknowledgement

The Buyer acknowledges they have read and understand the contents of all clauses in this Covenant and have had the opportunity to raise any queries with the selling agent.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**BETTSON PROPERTIES PTY LTD and TOBSTA PTY LTD trading as OXMAR PROPERTIES**

.....  
Seller

.....  
Witness

.....  
Buyer

.....  
Witness

.....  
Buyer

.....  
Witness



## Annexure "B"

### APPLICATION FORM

<b>Lot Number:</b>	
<b>Street Address:</b>	
<b>Estate:</b>	Griffin Crest

Owner Details		Builder Details	
Name:		Name:	
Address:		Address:	
Contact Numbers:	Home ( )	Contact Numbers:	Home ( )
	Work ( )		Work ( )
	Mobile		Mobile
	Fax ( )		Fax ( )
	E-mail		E-mail

House Details		
Have you attached the following to your Covenant Application?	Attached	Not Attached
1. Site plan		
2. Floor plans stating total floor area		
3. Front, rear and side elevations		
4. Driveway and retaining wall details		
5. Materials and colours		
6. Location of water tanks and outbuildings		
7. Location of refuse bins		
8. Details of letterbox construction		
9. Details of all boundary fencing		
10. Landscape plan		
11. Confirmation from builder of industrial bin to be used on site		

Signature of Applicant .....

Forward your application to:

The Covenant Manager  
Oxmar Properties  
PO Box 842  
ASPLEY QLD 4034  
Facsimile: 07 3263 4966  
Email: [covenants@oxmarproperties.com.au](mailto:covenants@oxmarproperties.com.au)

If your plans comply with the Covenant, you can expect your plans to be approved in writing within five working days.



## **Annexure “C”**

---

(All Lots)

**1. Building Envelope Plan**

The Buyer Acknowledges and accepts that the land is classified as a Small Lot under the Moreton Bay Regional Council planning Scheme and that development of the land must be in accordance with the attached Building Envelope Plan by Wolter Consulting Group.

## **Annexure “D”**

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### **Fencing Requirement (All Lots)**

#### **1. Side Fencing**



**Photograph showing side fencing required**



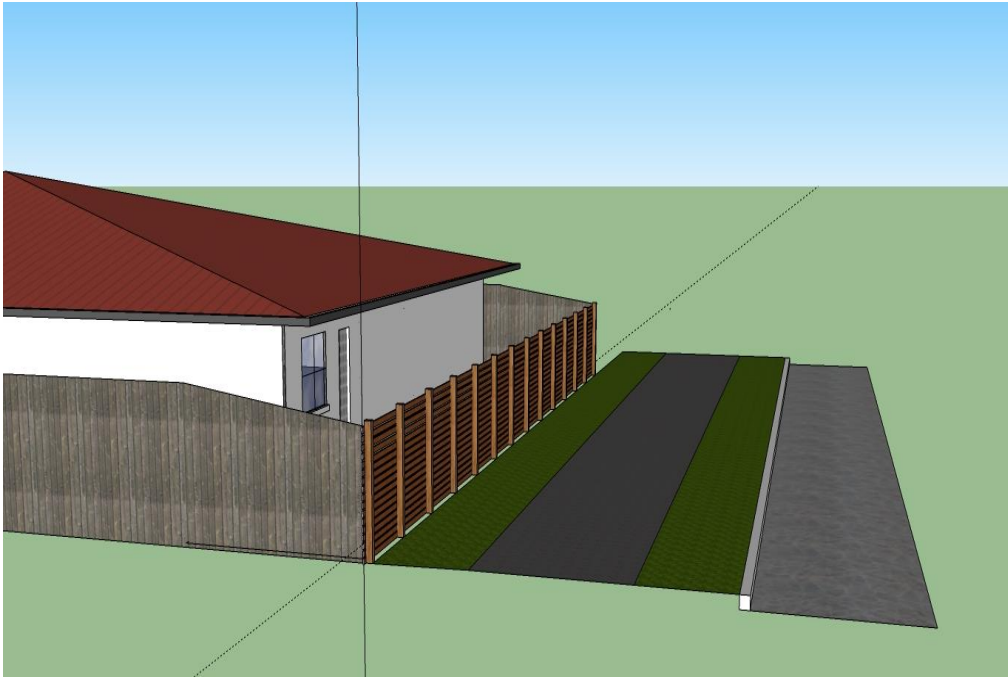
**Photograph showing fencing required**



## ANNEXURE "E"

---

### Further Fencing Requirement



**Example of Raking or Tapered fencing to suit shorter fencing heights**

**REFUSE BIN ENCLOSURES**

Example of refuse bin enclosures





## Annexure "G"

### **CONTINUATION OF COVENANT** **AGREEMENT TO COMPLY WITH BUILDING COVENANTS** **TO BE SIGNED BY SUBSEQUENT BUYERS**

Oxmar Properties  
PO Box 842  
Aspley Q 4034

I/We \_\_\_\_\_

whose details are set out below, have entered into a contract to purchase Lot \_\_\_\_\_ "Griffin Crest",  
Dohles Rocks Road, Griffin ("the land").

1. acknowledge that to ensure that a high standard of design and construction of dwelling houses is maintained at "Griffin Crest" every person who purchases land at Griffin Crest is required to comply with the **attached** building covenants ("Covenants"); and
2. agree to:
  - a. comply with the Covenants; and
  - b. cause any person to whom we sell the Land to complete and sign a notification in these same terms and deliver it to Oxmar Properties.

<b>Lot Number:</b>	
<b>Street Address:</b>	
<b>Estate:</b>	Griffin Crest

Owner Details		Builder Details	
Name:		Name:	
Address:		Address:	
Contact Numbers:	Home ( )	Contact Numbers:	Home ( )
	Work ( )		Work ( )
	Mobile		Mobile
	Fax ( )		Fax ( )
	E-mail		E-mail

Signed as a deed this                      day of                      20   .

.....  
Buyer

.....  
Witness

.....  
Buyer

.....  
Witness



## Annexure "H"

### BUYERS' ACKNOWLEDGEMENT BUILDING COVENANTS GRIFFIN CREST STAGE 5A&B

Oxmar Properties  
PO Box 842  
Aspley Q 4034

LOT NO.....

I/We \_\_\_\_\_

of \_\_\_\_\_

1. acknowledge that, in order to ensure that a high standard of design and construction of dwelling houses is maintained at "Griffin Crest", Griffin, every person who purchases land at the Griffin Crest estate is required to comply with the attached building covenants ("Covenants"); and
2. agree that if we purchase land at Griffin Crest we will comply with the Covenants and cause any person we sell the Land to complete and sign a notification in these same terms and deliver it to Oxmar Properties.

Signed as a deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

Buyer(s) Signature

Signature of Witness

-----

-----

Buyer(s) Signature

Signature of Witness

-----

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4 July 2019

QA304-04F01 Design Changes (r0)

Mark Moffat  
Oxmar Properties  
PO Box 842  
Aspley Qld 4034

**PLEASE NOTE:** This acoustic report was prepared prior to the lot layout and lot numbering system being finalised. Accordingly, the plans in this report do not reflect the allotment numbering system in the Survey Plan. For the correct lot numbering for the estate please refer to the Plan contained in your Contract.

## Residential Subdivision, Dohles Rocks Road and Wagner Road, Griffin - Traffic Noise Re-Assessment without Townhouses (Stage 10)

### 1 Introduction

Renzo Tonin & Associates have conducted an assessment and updated the noise model for the proposed residential subdivision at Dohles Rock Road and Wagner Road in Griffin. The site location is shown in Figure 1. The real property description is Lot 3 on RP96824, Lot 1 on RP160721 and Lot 2 on SL9127. The local authority is the Moreton Bay Regional Council.

The assessment was conducted to determine expected traffic noise impacts on future residential lots, as a result of the deletion of the townhouse development component of the project.

Our latest report for the site was completed in May 2017 to address changes in lot pad levels, acoustic fence RLs and changes in lot layout and lot numbers [Our Ref: QA304-03F01 Pad Levels and Lot Layout Changes (r0), *Residential Subdivision and Townhouses, Dohles Rocks Road and Wagner Road, Griffin - Traffic Noise Assessment-Pad Levels, Fence RLs and Lot Layout Changes (Stages 5 to 10)*].

### 2 Assessment of Road Traffic Noise

This assessment and the corresponding updated computer noise model have used the updated site layout and lot numbers, provided by Oxmar Properties on 21<sup>st</sup> June 2019 and updated operational works contour data provided by Meinhardt Urban Pty Ltd on 26<sup>th</sup> June 2019 (Ref: 15-875\_3D MODEL\_2019-06-26.dxf). The same methodologies and assumptions of our May 2017 report have been adopted in this assessment.

We understand the 3m to 6m high acoustic barriers required as part of our May 2017 report has been fully constructed and certificated for compliance.

The resulting lowset and highset traffic noise levels with proposed noise barriers are presented in Figure 4 and Figure 5.

It can be seen in Figure 4 that even with the 3m and 6m high barriers, the 63dBA contour intrudes onto the site at several lots at lowset receiver heights. It is recommended that the outdoor areas are located on the protected side of the future dwelling to achieve compliance with the DTMR/SDAP outdoor recreational noise criterion.

It can be seen in Figure 5 that several lots will be exposed to noise levels more than 63dBA at highset receiver heights.

Future dwellings would be deemed by DTMR to be noise affected and will require mechanical ventilation or air conditioning to achieve compliance with the Building Code of Australia.

It is recommended that future residences are designed and constructed in accordance with the Queensland Development Code (QDC) MP4.4 *Buildings in a Transport Noise Corridor*. The applicable noise categories, with the barriers in place are presented in Section 2.1 below.

## 2.1 QDC MP4.4 Noise Categories with Noise Barriers

With the proposed barriers in place, the QDC MP4.4 noise contours have been predicted at each allotment. The contours for ground and upper floors are shown in Figure 6 and Figure 7.

With the 3m and 6m high barriers in place, the maximum Noise Category is 2 at ground floors as seen in Figure 6. A maximum Noise Category 4 at upper floors is predicted as seen in Figure 7.

The MP4.4 Code will require that the glazing, external walls, roof, floors and entry doors of the proposed townhouses achieve minimum  $R_w$  ratings based upon the relevant noise category. The  $R_w$  ratings are specified in Schedule 1 of the Code. An extract of Schedule 1 for noise categories of 1 to 3 are shown in Table 1.

**Table 1: Minimum  $R_w$  rating for each relevant noise category**

Noise Category	Minimum transport noise reduction (dBA) required for habitable rooms	Component of building's external envelope	Minimum $R_w$ required
4	40	Glazing	43
		External Walls	52
		Roof	45
		Floors	51
		Entry Doors	35

Noise Category	Minimum transport noise reduction (dBA) required for habitable rooms	Component of building's external envelope	Minimum $R_w$ required
3	35	Glazing	38 (Total area of glazing for a habitable room is greater than 1.8m <sup>2</sup> )
			35 (Total area of glazing for a habitable room is less than or equal to 1.8m <sup>2</sup> )
		External Walls	47
		Roof	41
		Floors	45
		Entry Doors	33
2	30	Glazing	35 (Total area of glazing for a habitable room is greater than 1.8m <sup>2</sup> )
			32 (Total area of glazing for a habitable room is less than or equal to 1.8m <sup>2</sup> )
		External Walls	41
		Roof	38
		Floors	45
		Entry Doors	33
1	25	Glazing	27 (Total area of glazing for a habitable room is greater than 1.8m <sup>2</sup> )
			24 (Total area of glazing for a habitable room is less than or equal to 1.8m <sup>2</sup> )
		External Walls	35
		Roof	35
		Floors	45
		Entry Doors	28

The minimum  $R_w$  rating for each building component can be achieved by:

- Using the materials specified in Schedule 2 of the Code (<http://www.hpw.qld.gov.au/SiteCollectionDocuments/mp-4-4-buildings-in-transport-noise-corridors.pdf>); or
- Using materials with manufacturer's specifications that, in combination, achieve the minimum  $R_w$  rating for the relevant building component and applicable Noise Category.

We trust that the information provided is adequate for your purpose at this stage. If you require any further information, please do not hesitate to contact us.



Figure 1: Site location





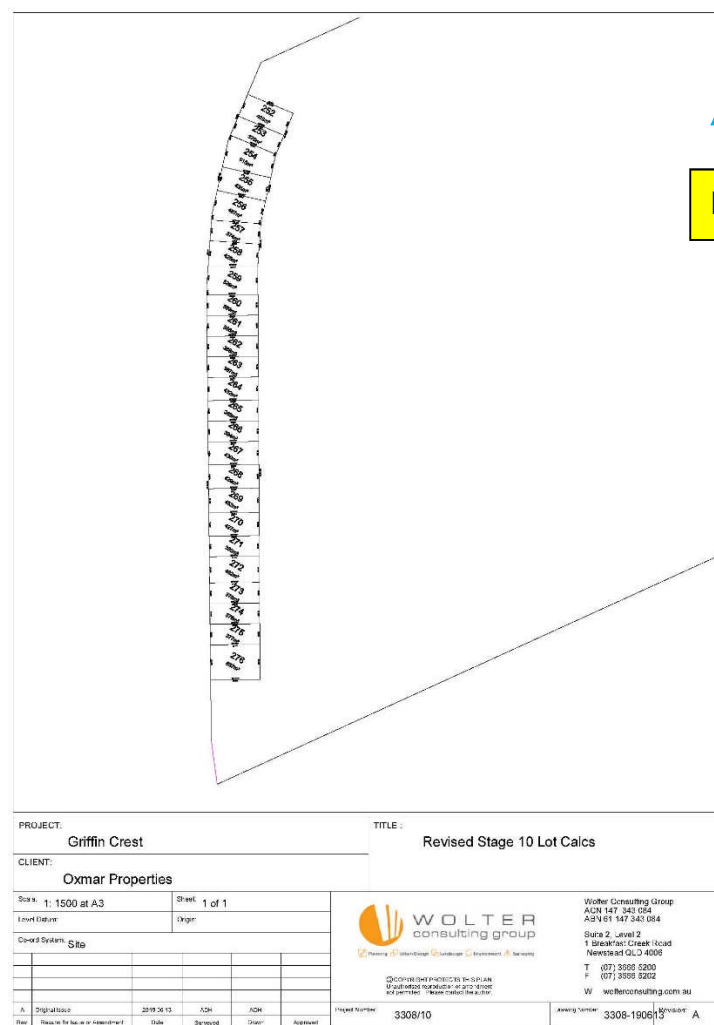


Figure 3: Stage 10- Site Plan

**Figure 4: Future lowset (1.8m AGL) noise level contours – with acoustic barriers (3m and 6m high)**

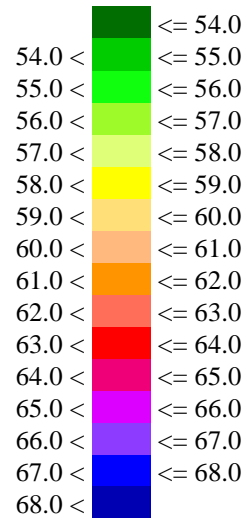
Renzo Tonin & Associates  
PO Box 820  
Spring Hill Qld 4004  
Ph: 3367 3131 Fax: 3367 3121

QA304-04-Residential Sundivision - Wagner Road, Griffin

Facade-Corrected  $L_{1018hr}$  Noise Level at 1.8m AGL  
Lowset receivers  
3m to 6m Fences along Site Boundary

Future Traffic Volumes

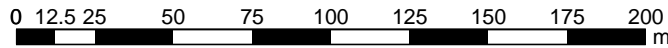
Facade-Corrected  
 $L_{1018hr}$  Noise Level  
(dBA)



At the time of conducting this calculation, exact building footprints or plans were unknown.  
In the absence of suitable information, we have assumed generic shapes for calculation purposes.

The as-constructed building layouts and orientations will be different than shown on this page.

Scale 1:2400





**Figure 5: Future highset (4.6m AGL) noise level contours – with acoustic barriers (3m and 6m high)**

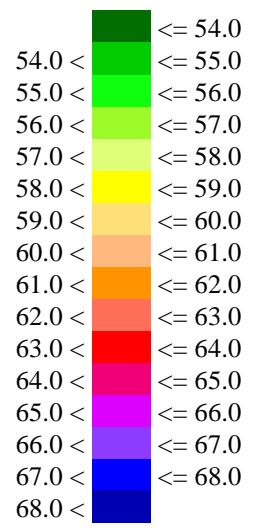
Renzo Tonin & Associates  
PO Box 820  
Spring Hill Qld 4004  
Ph: 3367 3131 Fax: 3367 3121

QA304-04-Residential Sundivision - Wagner Road, Griffin

Facade-Corrected  $L_{1018hr}$  Noise Level at 4.6m AGL  
Highset receivers  
3m to 6m Fences along Site Boundary

Future Traffic Volumes

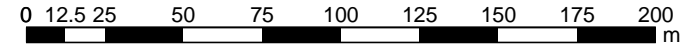
Facade-Corrected  
 $L_{1018hr}$  Noise Level  
(dBA)



At the time of conducting this calculation, exact building footprints or plans were unknown.  
In the absence of suitable information, we have assumed generic shapes for calculation purposes.

The as-constructed building layouts and orientations will be different than shown on this page.

Scale 1:2400



**Figure 6: QDC MP4.4 Noise Categories for lowset residences – with acoustic barriers (3m and 6m high)**

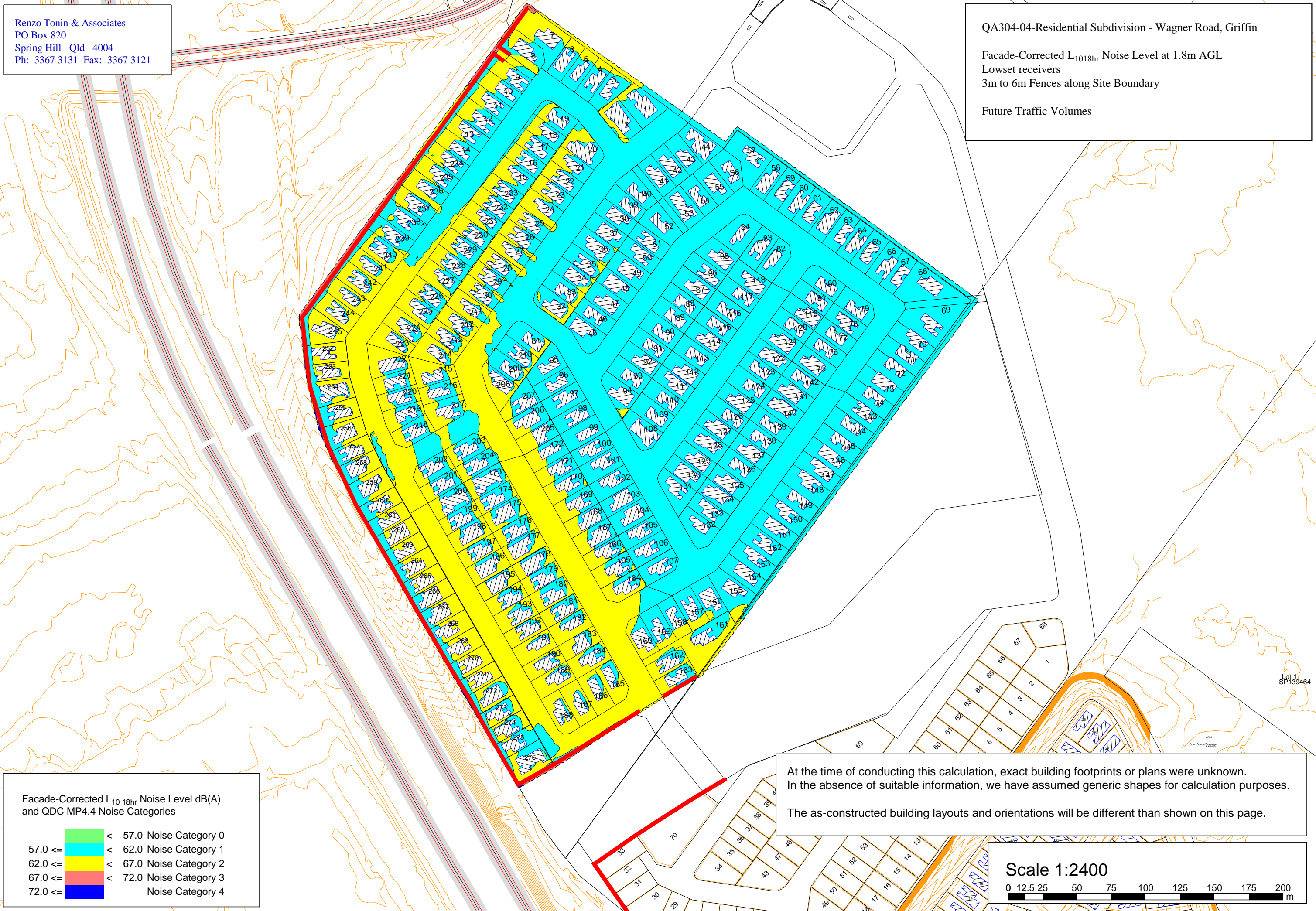


Renzo Tonin & Associates  
PO Box 820  
Spring Hill Qld 4004  
Ph: 3367 3131 Fax: 3367 3121

QA304-04-Residential Subdivision - Wagner Road, Griffin

Facade-Corrected  $L_{1018hr}$  Noise Level at 1.8m AGL  
Lowset receivers  
3m to 6m Fences along Site Boundary

Future Traffic Volumes

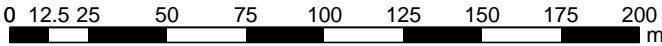


Facade-Corrected  $L_{10\ 18hr}$  Noise Level dB(A)  
and QDC MP4.4 Noise Categories

	<	57.0	Noise Category 0
57.0 <=	<	62.0	Noise Category 1
62.0 <=	<	67.0	Noise Category 2
67.0 <=	<	72.0	Noise Category 3
72.0 <=			Noise Category 4

At the time of conducting this calculation, exact building footprints or plans were unknown.  
In the absence of suitable information, we have assumed generic shapes for calculation purposes.  
The as-constructed building layouts and orientations will be different than shown on this page.

Scale 1:2400



**Figure 7: QDC MP4.4 Noise Categories for highset residences – with acoustic barriers (3m and 6m high)**

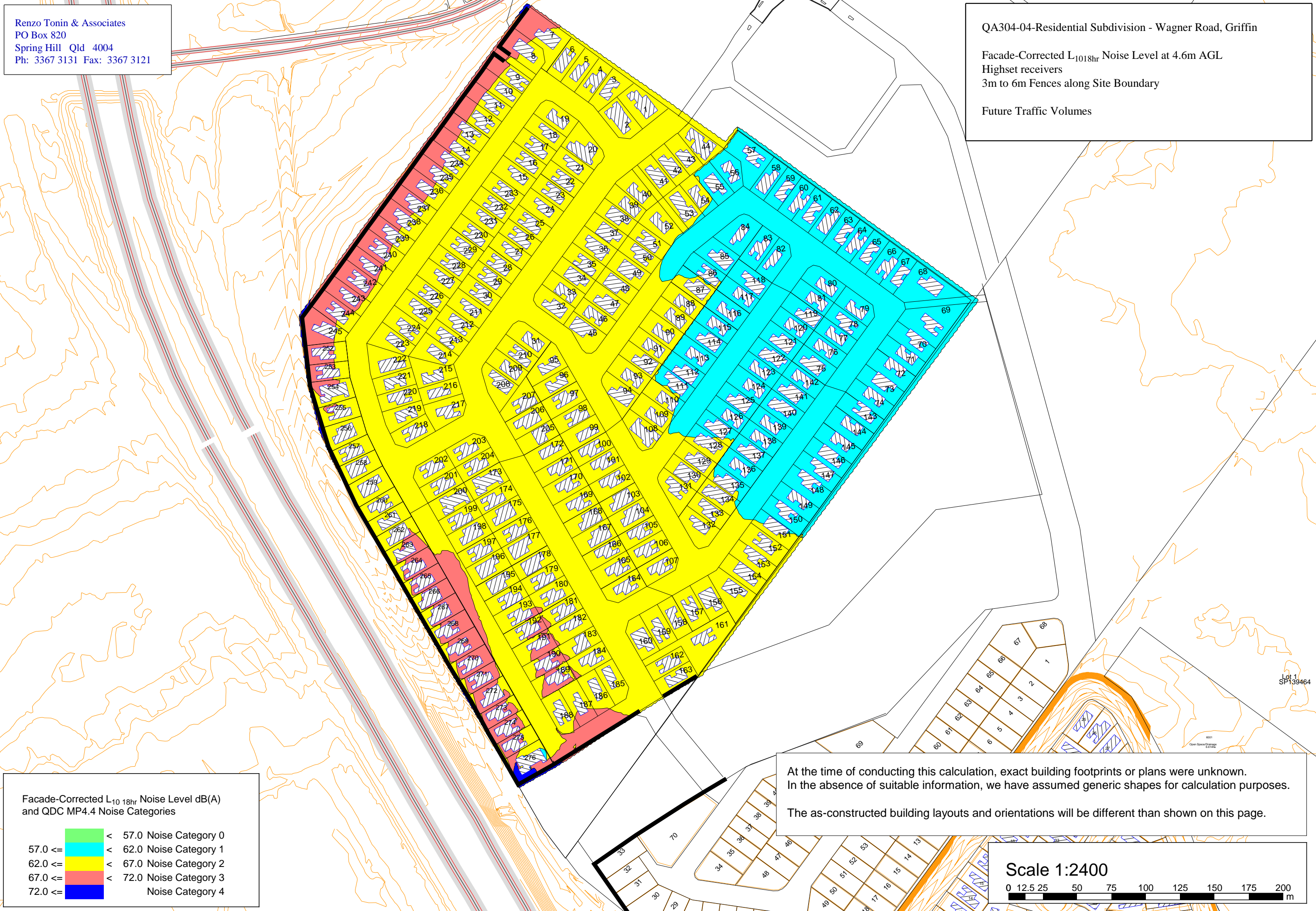


Renzo Tonin & Associates  
PO Box 820  
Spring Hill Qld 4004  
Ph: 3367 3131 Fax: 3367 3121

QA304-04-Residential Subdivision - Wagner Road, Griffin

Facade-Corrected  $L_{1018hr}$  Noise Level at 4.6m AGL  
Highset receivers  
3m to 6m Fences along Site Boundary

Future Traffic Volumes

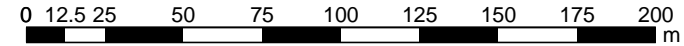


Facade-Corrected  $L_{1018hr}$  Noise Level dB(A)  
and QDC MP4.4 Noise Categories

< 57.0	Noise Category 0
57.0 <=	< 62.0 Noise Category 1
62.0 <=	< 67.0 Noise Category 2
67.0 <=	< 72.0 Noise Category 3
72.0 <=	Noise Category 4

At the time of conducting this calculation, exact building footprints or plans were unknown.  
In the absence of suitable information, we have assumed generic shapes for calculation purposes.  
The as-constructed building layouts and orientations will be different than shown on this page.

Scale 1:2400



## APPENDIX A Glossary of Terminology

The following is a brief description of the technical terms used to describe noise to assist in understanding the technical issues presented.

Adverse Weather	Weather effects that enhance noise (that is, wind and temperature inversions) that occur at a site for a significant period of time (that is, wind occurring more than 30% of the time in any assessment period in any season and/or temperature inversions occurring more than 30% of the nights in winter).
Ambient Noise	The all-encompassing noise associated within a given environment at a given time, usually composed of sound from all sources near and far.
Assessment Period	The period in a day over which assessments are made.
Assessment Point	A point at which noise measurements are taken or estimated. A point at which noise measurements are taken or estimated.
Background Noise	Background noise is the term used to describe the underlying level of noise present in the ambient noise, measured in the absence of the noise under investigation, when extraneous noise is removed. It is described as the average of the minimum noise levels measured on a sound level meter and is measured statistically as the A-weighted noise level exceeded for ninety percent of a sample period. This is represented as the L90 noise level (see below).
Decibel [dB]	The units that sound is measured in. The following are examples of the decibel readings of every day sounds: 0dB The faintest sound we can hear 30dB A quiet library or in a quiet location in the country 45dB Typical office space. Ambience in the city at night 60dB CBD mall at lunch time 70dB The sound of a car passing on the street 80dB Loud music played at home 90dB The sound of a truck passing on the street 100dB The sound of a rock band 115dB Limit of sound permitted in industry 120dB Deafening
dB(A)	A-weighted decibels. The ear is not as effective in hearing low frequency sounds as it is hearing high frequency sounds. That is, low frequency sounds of the same dB level are not heard as loud as high frequency sounds. The sound level meter replicates the human response of the ear by using an electronic filter which is called the "A" filter. A sound level measured with this filter switched on is denoted as dB(A). Practically all noise is measured using the A filter.
Frequency	Frequency is synonymous to pitch. Sounds have a pitch which is peculiar to the nature of the sound generator. For example, the sound of a tiny bell has a high pitch and the sound of a bass drum has a low pitch. Frequency or pitch can be measured on a scale in units of Hertz or Hz.
Impulsive noise	Having a high peak of short duration or a sequence of such peaks. A sequence of impulses in rapid succession is termed repetitive impulsive noise.
Intermittent noise	The level suddenly drops to that of the background noise several times during the period of observation. The time during which the noise remains at levels different from that of the ambient is one second or more.
L <sub>Max</sub>	The maximum sound pressure level measured over a given period.
L <sub>Min</sub>	The minimum sound pressure level measured over a given period.
L <sub>1</sub>	The sound pressure level that is exceeded for 1% of the time for which the given sound is measured.
L <sub>10</sub>	The sound pressure level that is exceeded for 10% of the time for which the given sound is measured.



L <sub>90</sub>	The level of noise exceeded for 90% of the time. The bottom 10% of the sample is the L90 noise level expressed in units of dB(A).
L <sub>eq</sub>	The “equivalent noise level” is the summation of noise events and integrated over a selected period of time.
Reflection	Sound wave changed in direction of propagation due to a solid object obscuring its path.
SEL	Sound Exposure Level (SEL) is the constant sound level which, if maintained for a period of 1 second would have the same acoustic energy as the measured noise event. SEL noise measurements are useful as they can be converted to obtain L <sub>eq</sub> sound levels over any period of time and can be used for predicting noise at various locations.
Sound	A fluctuation of air pressure which is propagated as a wave through air.
Sound Absorption	The ability of a material to absorb sound energy through its conversion into thermal energy.
Sound Level Meter	An instrument consisting of a microphone, amplifier and indicating device, having a declared performance and designed to measure sound pressure levels.
Sound Pressure Level	The level of noise, usually expressed in decibels, as measured by a standard sound level meter with a microphone.
Sound Power Level	Ten times the logarithm to the base 10 of the ratio of the sound power of the source to the reference sound power.
Tonal noise	Containing a prominent frequency and characterised by a definite pitch.

## Document Control

Date	Revision history	Non-issued revision	Issued revision	Prepared	Instructed	Authorised
04.07.2019	Issue 0	-	0	DR	DR	PJ

### Important Disclaimer:

The work presented in this document was carried out in accordance with the Renzo Tonin & Associates Quality Assurance System, which is based on Australian Standard / NZS ISO 9001.

This document is issued subject to review and authorisation by the Team Leader noted by the initials printed in the last column above. If no initials appear, this document shall be considered as preliminary or draft only and no reliance shall be placed upon it other than for information to be verified later.

This document is prepared for the particular requirements of our Client which are based on a specific brief with limitations as agreed to with the Client. It is not intended for and should not be relied upon by a third party and no responsibility is undertaken to any third party without prior consent provided by Renzo Tonin & Associates. The information herein should not be reproduced, presented or reviewed except in full. Prior to passing on to a third party, the Client is to fully inform the third party of the specific brief and limitations associated with the commission.

In preparing this report, we have relied upon, and presumed accurate, any information (or confirmation of the absence thereof) provided by the Client and/or from other sources. Except as otherwise stated in the report, we have not attempted to verify the accuracy or completeness of any such information. If the information is subsequently determined to be false, inaccurate or incomplete then it is possible that our observations and conclusions as expressed in this report may change.

We have derived data in this report from information sourced from the Client (if any) and/or available in the public domain at the time or times outlined in this report. The passage of time, manifestation of latent conditions or impacts of future events may require further examination and re-evaluation of the data, findings, observations and conclusions expressed in this report.

We have prepared this report in accordance with the usual care and thoroughness of the consulting profession, for the sole purpose described above and by reference to applicable standards, guidelines, procedures and practices at the date of issue of this report. For the reasons outlined above, however, no other warranty or guarantee, whether expressed or implied, is made as to the data, observations and findings expressed in this report, to the extent permitted by law.

The information contained herein is for the purpose of acoustics only. No claims are made and no liability is accepted in respect of design and construction issues falling outside of the specialist field of acoustics engineering including and not limited to structural integrity, fire rating, architectural buildability and fit-for-purpose, waterproofing and the like. Supplementary professional advice should be sought in respect of these issues.

# ALLOTMENT SETBACKS

(unless otherwise dimensioned)

	LOTS WITH FRONTAGE 12.5m OR LESS		
	GROUND FLOOR WALL	FIRST FLOOR WALL	EAVES
FRONT BOUNDARY			
Living Area	3.0m	3.0m	2.4m
Garage	5.4m	0m	4.8m
REAR BOUNDARY	1.5m	2.0m	1.5m
REAR BOUNDARY (Lots 282-284)	3.0m	3.0m	3.0m
CORNER LOTS (Secondary frontage)	2.0m	2.0m	1.0m
SIDE BOUNDARY			
Nominal built to boundary wall	0m	1.0m	0m
Non built to boundary wall	1.0m	1.0m	0m

## Annexure 'C'

## NOTES APPLICABLE TO SMALL LOT HOUSING ONLY

### General

Small Lot Housing is to be undertaken in accordance with this Small Lot Plan and the Detached Houses on Small Residential Lots Code of the Pine Rivers Pla. Where a conflict exists between the approved Small Lot Plan and the relevant code the Small Lot Plan prevails.

### Built to Boundary Walls

Built to the Boundary walls are mandatory where the road frontage widths (or average width of a rear access lot) are 12.5m or less. Where two storey buildings are proposed, the Detached House does not have to be built to the mandatory zero lot line boundary as indicated on the Small Lot Plan. Built to the Boundary walls shall be built with a maximum length of 15m and a maximum height of 3.5m.

### Site Coverage

Maximum site coverage is 50%, plus 10% for open framed elements such as patios and alfresco areas. Maximum site cover of 55% + 5% for open framed elements such as patios and alfresco areas for Lots less than 400m<sup>2</sup>.

Site coverage for rear access lots excludes accessways or access easements.

### Private Open Space

The private open space is:

- all dimensions are greater than 2.5m;
- able to fully contain a circle with a diameter of 5.0m;
- patio and covered alfresco areas are included within the above calculations.

### Building Design

The maximum height of buildings shall not exceed 2 storeys.

The building has a window or balcony from a habitable room that faces the street.

### Setbacks

All setbacks to be measured to the wall unless otherwise noted.

Minimum Road frontage boundary setbacks shall be as per the Allotment Setback table provided on this plan.

Alternative setbacks for Lots 281-283 are identified on the plan. Where setbacks are not identified, the remainder of the Small lot notes and the Allotment Setbacks table applies.

Front porches may be located closer to the front property boundary than stated, provided that the porch is located not less than 3.0m from the front property boundary, the height of the porch does not exceed 4.5m, the porch remains open and not enclosed and the width of the porch is limited to the front entry area only.

Minimum Side boundary setbacks (other than mandatory Built to the Boundary walls) shall be as per the Queensland Development Code, unless otherwise nominated on this plan.

Minimum Rear boundary setbacks shall be as per the Allotment Setback table below.

Rear patios may be located closer to the rear property boundary than stated, provided that the patio is located not less than 1.5m from the rear property boundary and the patio remains open and not enclosed. This does not apply to Lots 282-284 due to encumbrance of gravity sewer main and associated easement.

### Bin Storage

Where lot frontage is 12.5m or less, the design shall incorporate a fully screened wheeled bin enclosure at the front of the Detached House, OR the Detached House shall be a minimum of 1.5m clear from one of the side boundaries as measured to the wall, or the garage shall incorporate a door in its back wall giving access to the rear of the Detached House.

### On Site Parking Requirements

Garages to be located along built to boundary wall where appropriate.

2 spaces to be covered and enclosed.

A dwelling house must incorporate, as a minimum, a double lock up garage, front door and windowed habitable room (ie living room, dining room, bedroom window or balcony) on the ground level that faces the street frontage (not applicable for Lots 282 and 283).

### Additional Matters

Mandatory fixed screening to be provided to balconies and/or windows above the ground floor (first floor) facing north to northwest where part of a Detached House within Lots 282-284 and within 100 meters of the Griffin substation.



- Legend:**
- Street Tree Relocation and Mandatory Driveway Locations (Lots 278 & 279)
  - Driveway - Mandatory Driveway Location
  - Tree - Existing Street Tree to be Removed
  - Tree - New Street Tree Location

- Legend**
- Proposed Carpark Location
  - Proposed Second Carpark Location
  - Optional Third Carpark Location
  - Private Outdoor Space (5m dia. Circle)
  - Proposed Building Envelope
  - Frontage 12.5m or less
  - Proposed Bin Pad Location
  - Mandatory Built to Boundary Wall
  - Optional Built to Boundary Wall
  - No Access
  - Easement - 5m Wide Access Easement

### Notes

- Any licence, express or implied, to use this document for any purpose whatsoever is restricted to the terms of the agreement or implied agreement between wolver consulting group and the instructing party.
- Design subject to local authority approval & detailed engineering requirements, areas and dimensions are approximate only and are subject to survey. Therefore this drawing is not to be used for engineering design.
- This note is an integral part of this plan. This plan may not be reproduced without this notation being included.

## Annexure 2

### Notice of Intention to Resume

722952762 V0 CURRENT Page 1 of 17

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

Page 1 of 1

**722952762**

EC NIR \$0.00

13/12/2023 16:18:18

**OFFICE USE ONLY**

authorised by the Land Title Act 1994  
Water Act 2000 and is used to maintain the  
publicly searchable registers in the land registry and the water register.  
For more information about privacy in DERM see the department's  
website.

<b>1. Nature of Request</b> RECORD ADMINISTRATIVE ADVICE (NOTICE OF INTENTION TO RESUME)	<b>Lodger</b> LAND TRANSACTION SERVICES DEPT OF TRANSPORT AND MAIN ROADS GPO BOX 1412, BRISBANE QLD 4001 Email: titles.admin@tmr.qld.gov.au 495/11734(A)	<b>Lodger Code</b> 96A
<b>2. Lot on Plan Description</b> LOT 1 ON SP293138 LOT 2 ON SP293138 LOT 3 ON SP293138 LOT 4 ON SP293138 LOT 6 ON SP293138 LOT 7 ON SP293138 LOT 8 ON SP293138	<b>Title Reference</b> 51118545 51118546 51118547 51118548 51118550 51118551 51118552	
<b>3. Registered Proprietor/State Lessee</b> TOBSTA PTY LTD ACN 078 818 014 BETTSOON PROPERTIES PTY LTD ACN 009 873 152		
<b>4. Interest</b> EASEMENT NO. 710569985		
<b>5. Applicant</b> THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF TRANSPORT AND MAIN ROADS) PROPERTY ACQUISITIONS AND DISPOSALS GPO BOX 1412, BRISBANE QLD 4001 FILE REF: 495/11734(A)		
<b>6. Request</b> I hereby request that in accordance with s7(4) of the Acquisition of Land Act 1967 you record an administrative advice, namely Notice of Intention to Resume, against the above-described land. A copy of the notice of intention to resume dated 13 December 2023 and a copy of Department of Transport and Main Roads plan R2-1567 is attached.		
<b>7. Execution by Applicant</b>		

Signed for and on behalf of THE STATE OF  
QUEENSLAND represented by Department  
of Transport and Main Roads by  
Desmond Peter Callaghan

  
Director (Property)

a person duly authorised to act in that behalf

13/12/2023

Execution Date

Applicant's or Solicitor's Signature

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



QUEENSLAND  
GOVERNMENT  
Department of  
Transport and Main Roads

Our ref: 495/11734(A)  
Your ref:  
Enquiries: Alastair Burke

13 December 2023

Bettson Properties Pty Ltd  
PO Box 842  
Aspley Qld 4034

Dear Sir or Madam

**Moreton Bay Region**

**Bruce Highway (Brisbane - Gympie) Dohles Rocks Road to Anzac Avenue Upgrade (Stage 1)  
Easement No. 710569985 burdening the land (Lot 2 on SP211160 - Dohles Rocks Road, Griffin)  
over Easement B on SP201133 benefiting Lots 1 to 4 and 6 to 8 on SP293138, Title References:  
51118545 to 51118548 and 51118550 to 51118552 (18 and 20 Leapai Parade and 6, 8, 12, 14 and  
16 Awesome Parade, Griffin) owned by Bettson Properties Pty Ltd A.C.N. 009 873 152**

I refer to the Department of Transport and Main Roads' requirement for the above project and serve upon you the enclosed Notice of Intention to Resume. This is the first formal step in the resumption process. The notice and attached documentation contain information on your rights in the process, the objection procedure, and the background for the intended resumption.

Departmental officers are available to help you with any issues you wish to raise.

Enquiries regarding engineering, planning and construction issues should be referred to Andrew Martin, Project Manager from the department's North Coast Region, Buderim on telephone 07 5451 7016.

Enquiries regarding compensation issues or the resumption process should be referred to Alastair Burke from the department's Property Acquisitions and Disposals Unit, Carseldine on telephone 07 3066 7938.

Yours sincerely

for  
Des Callaghan  
Director (Property)

Department of Transport and Main Roads  
Property Acquisitions and Disposals  
Level 2 Building D 532 Beams Road  
Carseldine Qld 4034  
GPO Box 1412 Brisbane Qld 4001

Telephone: 07 3066 7938  
Email: [alastair.j.burke@tmr.qld.gov.au](mailto:alastair.j.burke@tmr.qld.gov.au)  
Website: [www.tmr.qld.gov.au](http://www.tmr.qld.gov.au)  
ABN 39 407 690 291

**NOTICE OF INTENTION TO RESUME**

**ACQUISITION OF LAND ACT 1967**  
**TRANSPORT INFRASTRUCTURE ACT 1994**  
**TRANSPORT PLANNING AND COORDINATION ACT 1994**

File no: 495/11734(A)

Telephone no: 07 3066 7938

Director (Property Acquisitions and Disposals)  
Department of Transport and Main Roads  
Floor 2, Building D, 532 Beams Road  
Carseldine Qld 4034

13 December 2023

To: Bettson Properties Pty Ltd  
PO Box 842  
Aspley Qld 4034

**Easement No. 710569985 burdening the land (Lot 2 on SP211160 - Dohles Rocks Road, Griffin) over Easement B on SP201133 benefiting Lots 1 to 4 and 6 to 8 on SP293138, Title References: 51118545 to 51118548 and 51118550 to 51118552 (18 and 20 Leapai Parade and 6, 8, 12, 14 and 16 Awesome Parade, Griffin) owned by Bettson Properties Pty Ltd A.C.N. 009 873 152**

NOTICE is hereby given that in pursuance of the provisions of the *Acquisition of Land Act 1967*, the *Transport Planning and Coordination Act 1994*, and the *Transport Infrastructure Act 1994*, the Chief Executive, Department of Transport and Main Roads ("Chief Executive"), as constructing authority for the State of Queensland, intends to take the land described in the attached schedule and shown on attached plan R2-1567 for the purpose of transport and future transport, namely, road.

The decision to commence the process for taking the land was made by Regional Project Director, North Coast Region, Department of Transport and Main Roads, as the delegate of the Chief Executive.

Attached is Background Information for the proposed taking of the land, together with a brochure entitled "Property acquisitions - Your property - your rights" which explains the acquisition process.

If you wish to object to the taking of the land, you must send an objection in writing to Regional Project Director (North Coast Region), Level 1, 50 Wises Road, Buderim Qld 4558 on or before 5 February 2024. A delegate of the Chief Executive will be appointed to hear objections to the proposed resumption.

The written objection must contain:

- (a) the grounds of the objection;
- (b) the facts and circumstances relied on by you to support the grounds; and
- (c) whether you wish to appear before the Chief Executive's delegate and be heard in support of the grounds of the objection.

Any matter pertaining to the amount or payment of compensation is not a ground of objection.

If you state in your written objection that you wish to be heard in support of the grounds of your objection you may appear and be heard at the department's North Coast Regional office, Ground Floor, 50 Wises Road, Buderim Qld 4558 on 8 February 2024 at 10:00am. You may appear personally or by counsel, solicitor or agent.

The Chief Executive is willing to negotiate to acquire by agreement, or failing agreement, to treat as to the compensation to be paid and all consequential matters.

If the land is taken, then a claim for compensation may be served on the Chief Executive only within three years after the day the land is taken.

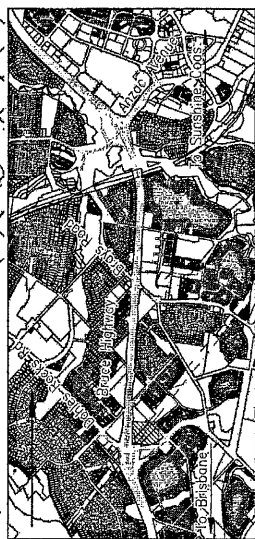
The Chief Executive may accept, and deal with, a claim for compensation served by you more than three years after the land is taken if the Chief Executive is satisfied it is reasonable in all the circumstances to do so.

If the Chief Executive does not accept a claim served by you more than three years after the land is taken you may apply to the Land Court to decide whether it is reasonable in all the circumstances for the Chief Executive to accept the claim.

**Note:** section 20(2A) of the *Acquisition of Land Act 1967* provides that, in assessing compensation, a contract, licence, agreement or other arrangement (**relevant instrument**) entered into in relation to the land after the notice of intention to resume was served on you must not be taken into consideration if the relevant instrument was entered into for the sole or dominant purpose of enabling you or another person to obtain compensation for an interest in land created under the relevant instrument.

<u>Schedule</u>			
<i>Description</i>	<i>About area required</i>	<i>Title reference</i>	<i>Plan</i>
Lot 2 on SP211160	9834 sqm (including 1994 sqm being the whole of Easement B on SP201133 (Easement No. 710569985))	50745562	R2-1567

Registered proprietor: Rowan Jason Pty Ltd, as trustee under Nomination of Trustees No. K377955J



**LEGEND**

	Property Boundary
	Right-of-Way Boundary
	Easement Boundary
	Area Required - Right-of-Way
	Area Required - In-situ
	13(1) of ALA Boundary
	New Boundary Points
	Setout Points
	File Reference Points

1. Coordinates are to Main Roads Datum.
2. Coordinates are to Survey point. Use the co-ordinates to position the Main Roads datum location. If a significant discrepancy between the co-ordinates and dimensions are observed the relevant Transport and Main Roads officer shall be notified for direction.
3. Dimensions shown are approximate and for information only.
4. Dimensions are not to be used for setting out of boundaries.
5. Dimensions in metres except where shown otherwise. Areas in hectares (ha) or square metres ( $m^2$ ) with equivalent areas in acres, rods, perches shown in brackets.

NEW BOUNDARY POINTS			
POINT	EASTING	NORTHING	COMMENTS
1	-	-	ON BOY LINE A - B
2	-	-	ON BOY LINE A - B

FIXED SURVEY CONTROL : PFSC				
Name	Footling	Neatling	Height	Combined Scale Factor
PW196228	501802.225	6985203.795	3.491	0.999959286
				PW196228

[illegible]



## BACKGROUND INFORMATION

**Local Authority:** Moreton Bay City Council (MBCC)  
**Road:** Dohles Rocks Road  
**Project:** Bruce Highway (Brisbane – Gympie), Dohles Rocks Road to Anzac Avenue upgrade (Stage 1) (BDA).  
**Project No:** 250/10A/1739444  
**Resumption Plans:** R2-1566 to R2-1573

### Project Background

The Bruce Highway links Brisbane to Cairns and forms part of the National Highway connecting all mainland states and territories in Australia. The corridor between the Bruce Highway and Gateway Motorway intersection and the Pine River bridge, is one of the most critical junctures in Southeast Queensland's Road network. Carrying more than 154,000 vehicles daily, it is one of the most trafficked and congested road corridors in Queensland. The corridor is also the major urban commuter, tourism and freight route between Brisbane, Moreton Bay, and the Sunshine Coast.

Both the Bruce Highway and Gateway Motorway are also vital sections of the National Land Transport Network (NLTN) and National Key Freight Routes. Together, they form an essential route for long-distance freight moving between economic hubs along Australia's east coast and a vital component of the priority one freight route for greater Brisbane.

The Bruce Highway (Brisbane – Gympie), Dohles Rocks Road to Anzac Avenue upgrade (Stage 1) project ('the BDA') fits within the greater integrated planning for the Gateway Motorway and Bruce Highway Upgrades (GMBHU) Project, aiming to ensure value-for-money outcomes and optimal solutions. The Australian and Queensland governments have identified the need to upgrade this highway and motorway nexus and \$2.198 billion has been committed towards this task.

The BDA, located north of the Gateway Motorway merge on the fringe of the Moreton Bay local government area (LGA), was created to implement 4.7 km of road corridor improvements, between the highway's two southernmost interchanges at Dohles Rocks Road and Anzac Avenue. Commuters from the Sunshine Coast and Moreton Bay funnel through this highway section alongside long-distance travellers and freight, which is burdening the highway beyond its capacity. Peak-hour traffic congests the highway for up to four hours every weekday morning and evening (2019 figures). Weekend traffic can also be congested as longer distance tourists, day-trippers and freight vehicles compete for road space with local trips to and from North Lakes retail developments. Forecast regional population growth will further degrade the highway's performance as the Sunshine Coast and Moreton Bay welcome more than 400,000 new residents by 2041 (from 2016) and daily commuting to Brisbane increases.

### Planning Process

A business case for the BDA has been developed as part of integrated planning for the GMBHU project. The business case looked at seven options for this section of the highway. A Multi-Criteria Analysis (MCA) was performed on these options. Bruce Highway Corridor Option 1 (two-lane collector-distributor roads east and west of the highway corridor from Gateway Motorway to Anzac Avenue) scored the highest compared to all other options. The high score achieved by this option was primarily due to its network performance, safety, stage ability and environmental impacts. This therefore became the preferred alignment for the longer term and was brought forward to Business Case Design.

Opportunities to stage the BDA, capitalising on committed funding of \$250 million to deliver progressive improvements, were investigated as part of the options assessment. A 3 staged project approach was adopted, with the BDA being the first of these stages and a lower cost option towards the ultimate design.

In April 2023 the Transport and Main Roads Infrastructure Investment Committee (IIC) were briefed on the business case for upgrading the Bruce Highway from Dohles Rocks Road to Anzac Avenue interchange. IIC noted the proposed delivery packages:

- Stage 1 – Extended ramps (North facing ramps)
- Stage 2 – Collector-distributor roads
- Stage 3 – Anzac Avenue interchange upgrade

Design of the first package of works for the BDA is underway with construction expected to start during 2024. This will be the first step towards the ultimate vision of delivering all three stages in this section of the Bruce Highway.

### **Consultation**

Since 2020, as part of ongoing engagement for the GMBHU project, including the BDA project, TMR has undertaken briefings with Moreton Bay Regional Council, federal and state elected representatives, utility providers, local residents, businesses, and key community groups. In mid-2020 and late 2022, this included two formal community consultation periods with the wider public, where the community could provide feedback about the project via online surveys or to the project team at community drop-in sessions.

From late 2021 to early 2022, property owners impacted by the initial project design of the BDA were consulted via face-to-face meetings, with ongoing communication to continue as the BDA progresses. In late 2022, protected planning (Category C) was progressed across these properties by TMR and again in January 2023 for further impacted properties. Additional impacted properties were identified as design and planning progressed and those landowners were consulted in October 2022. In 2023, TMR has continued to consult with impacted property owners and other interest holders in advance of the resumption process.

As the final design for the BDA is finalised in coming months, further engagement with impacted property owners, the community, internal and external stakeholders, and elected representatives will continue as the project progresses to construction in 2024.

### **Project Works**

Key technical features of the BDA Stage 1 include:

- A new northbound entry ramp to the Bruce Highway at Dohles Rocks Road.
- A new southbound exit ramp from the Bruce Highway to Dohles Rocks Road.
- Widening of the Bruce Highway mainline into the median between Dohles Rocks Road and north of Anzac Avenue interchange.
- Upgrading two signalised intersections on Dohles Rocks Road to allow for new traffic movements at the new entry and exit ramps.

### **Project Benefits**

Construction of the north-facing ramps (Stage 1) is the first step towards managing increasing traffic demands on this section of the Bruce Highway. Stage 1 works will contribute to the overall BDA project benefits including:

- Increased road travel capacity and traffic flow
- Improved network efficiency
- Better road access
- Safety improvements
- Contributes to economy and regional growth.

# Property acquisition – Your property, your rights

**The Queensland Government's responsibility to provide a better and safer transport network sometimes means that privately owned land must be acquired for transport infrastructure purposes.**

This is a guide to the process for the compulsory acquisition (resumption) of interests in land and outlines rights and entitlements as set out in the *Acquisition of Land Act 1967* (the Act). Some aspects of the resumption process can be complex. The Department of Transport and Main Roads' Property Officers will be pleased to assist if you have further queries on resumption matters.

If your property is affected by proposed works which may require the resumption of part or the whole of your property, staff from Transport and Main Roads will contact you. They will provide you with a plan showing the approximate location and area of the land required, together with background information on the project.

## Process

The steps identified here are a general framework that applies to most resumptions, but some steps may not apply to each case.

- Initial contact advising of project impacts
- Supply of Notice of Intention to Resume and background information
- Objection procedure
- Application to the Minister to take the land
- Taking of Land Notice published in the Queensland Government Gazette
- Assessment by independent property valuers
- Compensation claim/offer
- Compensation negotiations
- Advance payment (if required)
- Settlement
- Title correction

## Your questions answered

### Can I object?

Yes, you can object to the resumption of land. The Notice of Intention to Resume will outline the procedure to follow if you wish to object. Your objection must:

- be in writing
- be made within the time specified in the Notice of Intention to Resume
- state your grounds for objection, with supporting details (the Act states that matters relating to the amount of compensation to be paid are not grounds for objection)
- state whether you also wish to be heard in support of your objection (you may appear at the objection hearing and/or be represented by a solicitor or other agent).

If you engage a consultant to help you object, these fees are your responsibility and will not be paid by the department.

### Will my objection be considered?

Yes, all objections will be considered by an authorised delegate of the constructing authority who is usually a senior member of the project team or regional office. Following consideration of your objection a decision will be made to either:

- proceed with the resumption
- proceed to resume an amended area
- proceed with an amended project without resumption from the subject property.

### What happens next and how is the land taken?

If after due consideration of all objections, the constructing authority is of the opinion that the land is still required for the proposed purpose, the constructing authority may apply to the Minister that the land be taken. The Minister will examine all applications (together with accompanying statements and documents). If the Minister is satisfied that the proposed resumption should proceed he/she will apply to the Executive Council to have a Taking of Land Notice published in the Queensland Government Gazette. The taking of land is effective on the day of publication of the notice in the gazette and your interest in the land is extinguished and converted into a right to claim compensation.

### What happens if I don't wish to object?

If you choose not to object to the resumption, you may sign an Agreement to the Taking of Land. Signing an Agreement to the Taking of Land does not affect your rights to claim compensation and, in some circumstances, will shorten the resumption process.

Alternatively, you may choose not to object to the resumption and not sign an agreement, in which case no action will be required by you. If you do not object to the resumption, the resumption process for the project will continue to proceed in accordance with the time frames stated in the Notice of Intention to Resume.

## How long will the resumption process take?

As a guide, the resumption process normally takes approximately four to six months from the time a Notice of Intention to Resume is issued. However, this time frame will depend on things such as the number of objections and the time taken to gain approvals.

## Can I claim compensation?

You can claim compensation if you have a legal interest in the land taken (for example, if you are the owner, lessee or licensee). Under the Act, a claim for compensation must be served on the department within three years from the day the Taking of Land Notice is published in the gazette.

## How do I claim?

If you have a registered interest in the land, you will receive a copy of the Taking of Land Notice and a compensation claim form for completion and return to the department as directed. You may wish to engage a registered valuer and/or solicitor to assist you in preparing and lodging your claim. Reasonable valuation and legal fees incurred in the preparation and lodgement of your claim will be reimbursed as part of the overall settlement of compensation.

## How is compensation assessed?

Following the publication of the Taking of Land Notice in the gazette, a departmental Property Officer will be assigned to your case and will make contact with you. Next, your Property Officer will have the property independently valued and will again contact you to discuss compensation.

Assessment is based on the market value of the property (or your interest in the property) at the date of the Taking of Land Notice in accordance with the Act.

In addition to market value, you may also be eligible to claim compensation for disturbances caused by the resumption such as:

- stamp duty payable on the purchase of a replacement property of equal value
- reasonable conveyancing fees associated with the purchase of another property of equal value
- reasonable costs associated with the relocation of your business, including loss of profits
- a reasonable allowance to cover the cost of relocation of personal effects, including furniture
- reasonable charges associated with the re-establishment of your mortgage of equal value to that existing at the date of resumption
- the cost of telephone reconnection and postal redirection
- other costs reasonably incurred in relocating to a comparable property.

To find out more about claiming compensation for disturbance issues, please contact your departmental Property Officer or call the toll free number.

## What about GST?

Compensation payments made as a result of the resumption of property do not attract GST.

## When is compensation paid?

An offer of compensation will be made, usually after you have made a claim. The offer amount is formulated following careful consideration of all information available. If you are satisfied with the offer, settlement will be arranged. If you choose not to accept the offer, your departmental Property Officer will arrange a conference with you with a view to resolving differences in an open and conciliatory manner. If agreement on compensation cannot be reached, either party can refer the matter to the Land Court for an independent determination.

## Can I obtain an advance payment against compensation?

Yes. Following publication of the Taking of Land Notice and after your claim has been lodged in accordance with the Act, you can apply for a payment of an advance against compensation at any time. Payment of an advance does not in any way affect your right to negotiate additional compensation or to have the matter independently determined by the Land Court should we fail to reach a negotiated settlement.

## What consultants should I engage?

When it comes to negotiating compensation, it is recommended that you engage a valuer and legal assistance. In this regard, reasonable fees incurred will be refunded in the overall settlement package. In some cases additional specialist consultants may need to be engaged. You should discuss the matter with your departmental Property Officer prior to engaging a specialist consultant.

## What if I have a mortgage?

The mortgagee is entitled to be paid the compensation (to the extent of the amount owing) unless the mortgagee advises otherwise.

## What happens to my title?

If the department has resumed part of your land based on an approximate area, it will be surveyed at a later date. Once surveyed, the area of the resumed land could slightly increase or decrease compared with the resumption plan, however it must remain substantially the same size and shape.

The department will attend to the correction of the title for the balance of your land, to reflect the new boundary, at no cost to you.

## Contact

For further information, please use our toll free number **1800 806 414**. To find out more about a particular project or to locate your local regional office, visit the department's website at [www.tmr.qld.gov.au](http://www.tmr.qld.gov.au)

*This fact sheet is intended to give you general information about the resumption process. You may wish to seek professional legal advice in your particular case.*

*\*Free call from anywhere in Australia, call charges apply for mobile phones and payphones. Check with your service provider for call costs.*



QUEENSLAND  
GOVERNMENT  
Department of  
Transport and Main Roads

Our ref: 495/11734(A)  
Your ref:  
Enquiries: Alastair Burke

13 December 2023

Tobsta Pty Ltd  
PO Box 842  
Aspley Qld 4034

Dear Sir or Madam

**Moreton Bay Region**

**Bruce Highway (Brisbane - Gympie) Dohles Rocks Road to Anzac Avenue Upgrade (Stage 1) Easement No. 710569985 burdening the land (Lot 2 on SP211160 - Dohles Rocks Road, Griffin) over Easement B on SP201133 benefiting Lots 1 to 4 and 6 to 8 on SP293138, Title References: 51118545 to 51118548 and 51118550 to 51118552 (18 and 20 Leapai Parade and 6, 8, 12, 14 and 16 Awesome Parade, Griffin) owned by Tobsta Pty Ltd ACN 078 818 014**

I refer to the Department of Transport and Main Roads' requirement for the above project and serve upon you the enclosed Notice of Intention to Resume. This is the first formal step in the resumption process. The notice and attached documentation contain information on your rights in the process, the objection procedure, and the background for the intended resumption.

Departmental officers are available to help you with any issues you wish to raise.

Enquiries regarding engineering, planning and construction issues should be referred to Andrew Martin, Project Manager from the department's North Coast Region, Buderim on telephone 07 5451 7016.

Enquiries regarding compensation issues or the resumption process should be referred to Alastair Burke from the department's Property Acquisitions and Disposals Unit, Carseldine on telephone 07 3066 7938.

Yours sincerely

for  
Des Callaghan  
Director (Property)

Department of Transport and Main Roads  
Property Acquisitions and Disposals  
Level 2 Building D 532 Beams Road  
Carseldine Qld 4034  
GPO Box 1412 Brisbane Qld 4001

Telephone: 07 3066 7938  
Email: [alastair.j.burke@tmr.qld.gov.au](mailto:alastair.j.burke@tmr.qld.gov.au)  
Website: [www.tmr.qld.gov.au](http://www.tmr.qld.gov.au)  
ABN 39 407 690 291

**NOTICE OF INTENTION TO RESUME**

**ACQUISITION OF LAND ACT 1967**  
**TRANSPORT INFRASTRUCTURE ACT 1994**  
**TRANSPORT PLANNING AND COORDINATION ACT 1994**

File no: 495/11734(A)

Telephone no: 07 3066 7938

Director (Property Acquisitions and Disposals)  
Department of Transport and Main Roads  
Floor 2, Building D, 532 Beams Road  
Carseldine Qld 4034

13 December 2023

To: Tobsta Pty Ltd  
PO Box 842  
Aspley Qld 4034

**Easement No. 710569985 burdening the land (Lot 2 on SP211160 - Dohles Rocks Road, Griffin) over Easement B on SP201133 benefiting Lots 1 to 4 and 6 to 8 on SP293138, Title References: 51118545 to 51118548 and 51118550 to 51118552 (18 and 20 Leapai Parade and 6, 8, 12, 14 and 16 Awesome Parade, Griffin) owned by Tobsta Pty Ltd ACN 078 818 014**

NOTICE is hereby given that in pursuance of the provisions of the *Acquisition of Land Act 1967*, the *Transport Planning and Coordination Act 1994*, and the *Transport Infrastructure Act 1994*, the Chief Executive, Department of Transport and Main Roads ("Chief Executive"), as constructing authority for the State of Queensland, intends to take the land described in the attached schedule and shown on attached plan R2-1567 for the purpose of transport and future transport, namely, road.

The decision to commence the process for taking the land was made by Regional Project Director, North Coast Region, Department of Transport and Main Roads, as the delegate of the Chief Executive.

Attached is Background Information for the proposed taking of the land, together with a brochure entitled "Property acquisitions - Your property - your rights" which explains the acquisition process.

If you wish to object to the taking of the land, you must send an objection in writing to Regional Project Director (North Coast Region), Level 1, 50 Wises Road, Buderim Qld 4558 on or before 5 February 2024. A delegate of the Chief Executive will be appointed to hear objections to the proposed resumption.

The written objection must contain:

- (a) the grounds of the objection;
- (b) the facts and circumstances relied on by you to support the grounds; and
- (c) whether you wish to appear before the Chief Executive's delegate and be heard in support of the grounds of the objection.

Any matter pertaining to the amount or payment of compensation is not a ground of objection.

If you state in your written objection that you wish to be heard in support of the grounds of your objection you may appear and be heard at the department's North Coast Regional office, Ground Floor, 50 Wises Road, Buderim Qld 4558 on 8 February 2024 at 10:00am. You may appear personally or by counsel, solicitor or agent.

The Chief Executive is willing to negotiate to acquire by agreement, or failing agreement, to treat as to the compensation to be paid and all consequential matters.

If the land is taken, then a claim for compensation may be served on the Chief Executive only within three years after the day the land is taken.

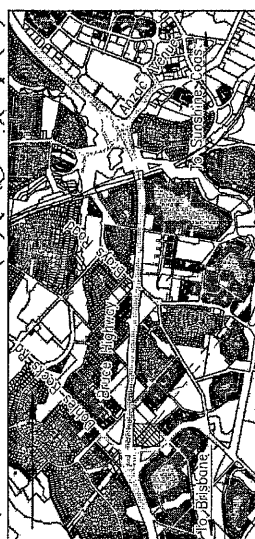
The Chief Executive may accept, and deal with, a claim for compensation served by you more than three years after the land is taken if the Chief Executive is satisfied it is reasonable in all the circumstances to do so.

If the Chief Executive does not accept a claim served by you more than three years after the land is taken you may apply to the Land Court to decide whether it is reasonable in all the circumstances for the Chief Executive to accept the claim.

**Note:** section 20(2A) of the *Acquisition of Land Act 1967* provides that, in assessing compensation, a contract, licence, agreement or other arrangement (**relevant instrument**) entered into in relation to the land after the notice of intention to resume was served on you must not be taken into consideration if the relevant instrument was entered into for the sole or dominant purpose of enabling you or another person to obtain compensation for an interest in land created under the relevant instrument.

<b>Schedule</b>			
<i>Description</i>	<i>About area required</i>	<i>Title reference</i>	<i>Plan</i>
Lot 2 on SP211160	9834 sqm (including 1994 sqm being the whole of Easement B on SP201133 (Easement No. 710569985))	50745562	R2-1567

Registered proprietor: Rowan Jason Pty Ltd, as trustee under Nomination of Trustees No. K377955J












NOT ALL INFORMATION IS

## NOTES

1. Coordinates are to Main Roads Datum.
2. The Coloured Surveyor should only use the co-ordinates to position the Reclamation Boundary location, if a significant discrepancy between the Co-ordinates and the Main Roads Survey is observed the relevant transport and Main Roads Officer shall be notified for direction.
3. Dimensions shown are approximate and for information only.
4. Dimensions are not to be used for setting out of boundaries.
5. Dimensions in metres except where shown otherwise, /area in hectares (ha) or square metres (m<sup>2</sup>) with equivalent areas in acres, rods, perches shown in brackets.

**LEGEND**

- |   |                          |
|---|--------------------------|
|  | Property Boundary        |
|  | Resumption Boundary      |
|  | Easement Boundary        |
|  | Area Required - Road     |
|  | Area Required - Incident |
|  | 8.13(1) of ALA 1987.     |
|  | New Boundary Points      |
|  | Setout Points            |
|  | File Reference Point     |

## PRIMARY INSTRUMENT STATIONS : PISP

Name	Ending	Nothing	Height	Combined Scale Factor	Comment
GRE1	501825.682	6983334.868	2.873	0.99592265	GRE1 DMRY
GRE2	501800.828	6983384.798	5.623	0.99592282	GRE2 SCRWZ
GRE3	501800.828	6983470.045	10.934	0.99593163	GRE3 DMRY
GRE4	501883.705	6987275.418	8.652	0.99595205	GRE4 DMRY
STNC0002	500223.551	6983238.766	6.696	0.99598237	STNC0002 Dummy
ASTN0032	501797.431	6983711.651	8.789	0.99592203	
ASTN0033	501796.301	6983620.677	8.146	0.99592113	
ASTN0034	501824.308	6983456.316	3.134	0.99598292	
ASTN0035	501816.658	6983238.088	3.340	0.99593288	
ASTN0036	500131.000	6983424.613	3.861	0.99592264	STN0 SCRWZ

### SETOUT POINTS

POINT	EASTING	NORTHING
A	501948.894	6983290.724
B	501921.183	6983426.435

### NEW BOUNDARY POINTS

POINT	EASTING	NORTHING	COMMENTS
1	--	--	ON BOY LINE A -- B
2	--	--	ON BOY LINE A -- B

FIXED SURVEY CONTROL : PFSC

Name	Easting	Northing	Height	Combined Scale Factor	Comment
PM190228	501802.225	6983203.795	3.491	0.99959286	PM190228

File Reference And		Resumption Details		Area		Survey Date		Scores		CITY OF MORETON BAY		Queensland Government	
File Ref.	Price No.	Lot No.	Volume and Purpose of Resumption	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area
24	5911160	2	Frontal - Transport & Future Transport (Road)	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>	581m <sup>2</sup>
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## BACKGROUND INFORMATION

**Local Authority:** Moreton Bay City Council (MBCC)  
**Road:** Dohles Rocks Road  
**Project:** Bruce Highway (Brisbane – Gympie), Dohles Rocks Road to Anzac Avenue upgrade (Stage 1) (BDA).  
**Project No:** 250/10A/1739444  
**Resumption Plans:** R2-1566 to R2-1573

### Project Background

The Bruce Highway links Brisbane to Cairns and forms part of the National Highway connecting all mainland states and territories in Australia. The corridor between the Bruce Highway and Gateway Motorway intersection and the Pine River bridge, is one of the most critical junctures in Southeast Queensland's Road network. Carrying more than 154,000 vehicles daily, it is one of the most trafficked and congested road corridors in Queensland. The corridor is also the major urban commuter, tourism and freight route between Brisbane, Moreton Bay, and the Sunshine Coast.

Both the Bruce Highway and Gateway Motorway are also vital sections of the National Land Transport Network (NLTN) and National Key Freight Routes. Together, they form an essential route for long-distance freight moving between economic hubs along Australia's east coast and a vital component of the priority one freight route for greater Brisbane.

The Bruce Highway (Brisbane – Gympie), Dohles Rocks Road to Anzac Avenue upgrade (Stage 1) project ('the BDA') fits within the greater integrated planning for the Gateway Motorway and Bruce Highway Upgrades (GMBHU) Project, aiming to ensure value-for-money outcomes and optimal solutions. The Australian and Queensland governments have identified the need to upgrade this highway and motorway nexus and \$2.198 billion has been committed towards this task.

The BDA, located north of the Gateway Motorway merge on the fringe of the Moreton Bay local government area (LGA), was created to implement 4.7 km of road corridor improvements, between the highway's two southernmost interchanges at Dohles Rocks Road and Anzac Avenue. Commuters from the Sunshine Coast and Moreton Bay funnel through this highway section alongside long-distance travellers and freight, which is burdening the highway beyond its capacity. Peak-hour traffic congests the highway for up to four hours every weekday morning and evening (2019 figures). Weekend traffic can also be congested as longer distance tourists, day-trippers and freight vehicles compete for road space with local trips to and from North Lakes retail developments. Forecast regional population growth will further degrade the highway's performance as the Sunshine Coast and Moreton Bay welcome more than 400,000 new residents by 2041 (from 2016) and daily commuting to Brisbane increases.

### Planning Process

A business case for the BDA has been developed as part of integrated planning for the GMBHU project. The business case looked at seven options for this section of the highway. A Multi-Criteria Analysis (MCA) was performed on these options. Bruce Highway Corridor Option 1 (two-lane collector-distributor roads east and west of the highway corridor from Gateway Motorway to Anzac Avenue) scored the highest compared to all other options. The high score achieved by this option was primarily due to its network performance, safety, stage ability and environmental impacts. This therefore became the preferred alignment for the longer term and was brought forward to Business Case Design.

Opportunities to stage the BDA, capitalising on committed funding of \$250 million to deliver progressive improvements, were investigated as part of the options assessment. A 3 staged project approach was adopted, with the BDA being the first of these stages and a lower cost option towards the ultimate design.

In April 2023 the Transport and Main Roads Infrastructure Investment Committee (IIC) were briefed on the business case for upgrading the Bruce Highway from Dohles Rocks Road to Anzac Avenue interchange. IIC noted the proposed delivery packages:

- Stage 1 – Extended ramps (North facing ramps)
- Stage 2 – Collector-distributor roads
- Stage 3 – Anzac Avenue interchange upgrade

Design of the first package of works for the BDA is underway with construction expected to start during 2024. This will be the first step towards the ultimate vision of delivering all three stages in this section of the Bruce Highway.

### **Consultation**

Since 2020, as part of ongoing engagement for the GMBHU project, including the BDA project, TMR has undertaken briefings with Moreton Bay Regional Council, federal and state elected representatives, utility providers, local residents, businesses, and key community groups. In mid-2020 and late 2022, this included two formal community consultation periods with the wider public, where the community could provide feedback about the project via online surveys or to the project team at community drop-in sessions.

From late 2021 to early 2022, property owners impacted by the initial project design of the BDA were consulted via face-to-face meetings, with ongoing communication to continue as the BDA progresses. In late 2022, protected planning (Category C) was progressed across these properties by TMR and again in January 2023 for further impacted properties. Additional impacted properties were identified as design and planning progressed and those landowners were consulted in October 2022. In 2023, TMR has continued to consult with impacted property owners and other interest holders in advance of the resumption process.

As the final design for the BDA is finalised in coming months, further engagement with impacted property owners, the community, internal and external stakeholders, and elected representatives will continue as the project progresses to construction in 2024.

### **Project Works**

Key technical features of the BDA Stage 1 include:

- A new northbound entry ramp to the Bruce Highway at Dohles Rocks Road.
- A new southbound exit ramp from the Bruce Highway to Dohles Rocks Road.
- Widening of the Bruce Highway mainline into the median between Dohles Rocks Road and north of Anzac Avenue interchange.
- Upgrading two signalised intersections on Dohles Rocks Road to allow for new traffic movements at the new entry and exit ramps.

### **Project Benefits**

Construction of the north-facing ramps (Stage 1) is the first step towards managing increasing traffic demands on this section of the Bruce Highway. Stage 1 works will contribute to the overall BDA project benefits including:

- Increased road travel capacity and traffic flow
- Improved network efficiency
- Better road access
- Safety improvements
- Contributes to economy and regional growth.

# Property acquisition – Your property, your rights

**The Queensland Government's responsibility to provide a better and safer transport network sometimes means that privately owned land must be acquired for transport infrastructure purposes.**

This is a guide to the process for the compulsory acquisition (resumption) of interests in land and outlines rights and entitlements as set out in the *Acquisition of Land Act 1967* (the Act). Some aspects of the resumption process can be complex. The Department of Transport and Main Roads' Property Officers will be pleased to assist if you have further queries on resumption matters.

If your property is affected by proposed works which may require the resumption of part or the whole of your property, staff from Transport and Main Roads will contact you. They will provide you with a plan showing the approximate location and area of the land required, together with background information on the project.

## Process

The steps identified here are a general framework that applies to most resumptions, but some steps may not apply to each case.

- Initial contact advising of project impacts
- Supply of Notice of Intention to Resume and background information
- Objection procedure
- Application to the Minister to take the land
- Taking of Land Notice published in the Queensland Government Gazette
- Assessment by independent property valuers
- Compensation claim/offer
- Compensation negotiations
- Advance payment (if required)
- Settlement
- Title correction

## Your questions answered

### Can I object?

Yes, you can object to the resumption of land. The Notice of Intention to Resume will outline the procedure to follow if you wish to object. Your objection must:

- be in writing
- be made within the time specified in the Notice of Intention to Resume
- state your grounds for objection, with supporting details (the Act states that matters relating to the amount of compensation to be paid are not grounds for objection)
- state whether you also wish to be heard in support of your objection (you may appear at the objection hearing and/or be represented by a solicitor or other agent).

If you engage a consultant to help you object, these fees are your responsibility and will not be paid by the department.

### Will my objection be considered?

Yes, all objections will be considered by an authorised delegate of the constructing authority who is usually a senior member of the project team or regional office. Following consideration of your objection a decision will be made to either:

- proceed with the resumption
- proceed to resume an amended area
- proceed with an amended project without resumption from the subject property.

### What happens next and how is the land taken?

If after due consideration of all objections, the constructing authority is of the opinion that the land is still required for the proposed purpose, the constructing authority may apply to the Minister that the land be taken. The Minister will examine all applications (together with accompanying statements and documents). If the Minister is satisfied that the proposed resumption should proceed he/she will apply to the Executive Council to have a Taking of Land Notice published in the Queensland Government Gazette. The taking of land is effective on the day of publication of the notice in the gazette and your interest in the land is extinguished and converted into a right to claim compensation.

### What happens if I don't wish to object?

If you choose not to object to the resumption, you may sign an Agreement to the Taking of Land. Signing an Agreement to the Taking of Land does not affect your rights to claim compensation and, in some circumstances, will shorten the resumption process.

Alternatively, you may choose not to object to the resumption and not sign an agreement, in which case no action will be required by you. If you do not object to the resumption, the resumption process for the project will continue to proceed in accordance with the time frames stated in the Notice of Intention to Resume.

## How long will the resumption process take?

As a guide, the resumption process normally takes approximately four to six months from the time a Notice of Intention to Resume is issued. However, this time frame will depend on things such as the number of objections and the time taken to gain approvals.

## Can I claim compensation?

You can claim compensation if you have a legal interest in the land taken (for example, if you are the owner, lessee or licensee). Under the Act, a claim for compensation must be served on the department within three years from the day the Taking of Land Notice is published in the gazette.

## How do I claim?

If you have a registered interest in the land, you will receive a copy of the Taking of Land Notice and a compensation claim form for completion and return to the department as directed. You may wish to engage a registered valuer and/or solicitor to assist you in preparing and lodging your claim. Reasonable valuation and legal fees incurred in the preparation and lodgement of your claim will be reimbursed as part of the overall settlement of compensation.

## How is compensation assessed?

Following the publication of the Taking of Land Notice in the gazette, a departmental Property Officer will be assigned to your case and will make contact with you. Next, your Property Officer will have the property independently valued and will again contact you to discuss compensation.

Assessment is based on the market value of the property (or your interest in the property) at the date of the Taking of Land Notice in accordance with the Act.

In addition to market value, you may also be eligible to claim compensation for disturbances caused by the resumption such as:

- stamp duty payable on the purchase of a replacement property of equal value
- reasonable conveyancing fees associated with the purchase of another property of equal value
- reasonable costs associated with the relocation of your business, including loss of profits
- a reasonable allowance to cover the cost of relocation of personal effects, including furniture
- reasonable charges associated with the re-establishment of your mortgage of equal value to that existing at the date of resumption
- the cost of telephone reconnection and postal redirection
- other costs reasonably incurred in relocating to a comparable property.

To find out more about claiming compensation for disturbance issues, please contact your departmental Property Officer or call the toll free number.

## What about GST?

Compensation payments made as a result of the resumption of property do not attract GST.

## When is compensation paid?

An offer of compensation will be made, usually after you have made a claim. The offer amount is formulated following careful consideration of all information available. If you are satisfied with the offer, settlement will be arranged. If you choose not to accept the offer, your departmental Property Officer will arrange a conference with you with a view to resolving differences in an open and conciliatory manner. If agreement on compensation cannot be reached, either party can refer the matter to the Land Court for an independent determination.

## Can I obtain an advance payment against compensation?

Yes. Following publication of the Taking of Land Notice and after your claim has been lodged in accordance with the Act, you can apply for a payment of an advance against compensation at any time. Payment of an advance does not in any way affect your right to negotiate additional compensation or to have the matter independently determined by the Land Court should we fail to reach a negotiated settlement.

## What consultants should I engage?

When it comes to negotiating compensation, it is recommended that you engage a valuer and legal assistance. In this regard, reasonable fees incurred will be refunded in the overall settlement package. In some cases additional specialist consultants may need to be engaged. You should discuss the matter with your departmental Property Officer prior to engaging a specialist consultant.

## What if I have a mortgage?

The mortgagee is entitled to be paid the compensation (to the extent of the amount owing) unless the mortgagee advises otherwise.

## What happens to my title?

If the department has resumed part of your land based on an approximate area, it will be surveyed at a later date. Once surveyed, the area of the resumed land could slightly increase or decrease compared with the resumption plan, however it must remain substantially the same size and shape.

The department will attend to the correction of the title for the balance of your land, to reflect the new boundary, at no cost to you.

## Contact

For further information, please use our toll free number **1800 806 414**. To find out more about a particular project or to locate your local regional office, visit the department's website at [www.tmr.qld.gov.au](http://www.tmr.qld.gov.au)

*This fact sheet is intended to give you general information about the resumption process. You may wish to seek professional legal advice in your particular case.*

*\*Free call from anywhere in Australia, call charges apply for mobile phones and payphones. Check with your service provider for call costs.*

# Disclosure Statement

Land Sales Act 1984 (as amended), s.12

## Proposed Lot

This disclosure statement covers proposed Lot **281**

Proposed Lot **281** is described as being part of

Lot 6 on SP293138  
Parish of Redcliffe  
County of Stanley  
and located at Griffin

Proposed lot particulars are shown on the attached Disclosure Plan(s) numbered SB3308-05B\_01-281 Ver B.

Development Approval has / ~~has not~~ been granted for Reconfiguration of a Lot for the proposed lot.

Development Approval has / has not been granted for Operational Works for the proposed lot.

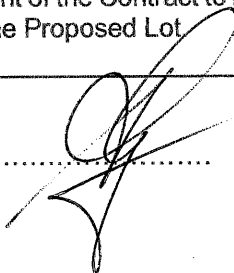
## Notice to Buyer

In accordance with the *Land Sales Act 1984* (as amended):

- 1.1. The Seller gives to the Buyer the attached disclosure plan ("**Disclosure Plan**") for the Proposed Lot pursuant to section 10 of the Land Sales Act 1984 (QLD) ("**Land Sales Act**").
- 1.2. The Seller must settle the contract for the sale of the Proposed Lot no later than 18 months after the Buyer enters into the contract for the sale of the Proposed Lot ("**Contract**").
- 1.3. Pursuant to section 14(3) of the Land Sales Act the Seller must give the Buyer, at least 14 days before the Contract is settled:
  - (a) a copy of the plan of survey for the lot registered under the *Land Act 1994* (QLD) or *Land Title Act 1994* (QLD) ("**Registered Plan**"); and
  - (b) a statement prepared by a cadastral surveyor to the effect that there are no differences between the information contained in the Registered Plan and the information contained in the Disclosure Plan.
- 1.4. Neither the Seller nor its agent (or any employee) have made or offered to the Buyer or agent of the Buyer any representation, promise or term with respect to the provision to the Buyer of title that relates to the Proposed Lot except that a separate indefeasible freehold title will be available on settlement of the Contract to be entered between the Seller and Buyer under which the Buyer agrees to buy the Proposed Lot.

SIGNED

By the Seller .....



Print Name **PHILLIP MURPHY**

Signed by Bettson Properties Pty Ltd A.C.N.  
009873152 & Tobsta Pty Ltd A.C.N. 078818014  
by its delegated or duly authorised signatory

Dated 22 October, 2024

SIGNED

By the Buyer .....

Print Name .....

Dated .....

SIGNED

By the Buyer .....

Print Name .....

Dated .....

# DISCLOSURE PLAN

For Proposed Lot 281  
Griffin Crest - Stage 5B

Currently Described As

RPD: Part of Lot 6 on SP293138  
Locality: Griffin  
Local Authority: Moreton Bay City

## Legend:

- 46.0 Finished Surface Contours (0.1m Interval)
- 0.1 Depth of Fill Contours (0.5m interval)
- Easement Boundary
- Area of Fill
- RL57.32 Finished Surface Level
- Existing Retaining Wall
- RW Retaining Wall Height
- ARW Average Retaining Wall Height (Retaining Wall Heights shown on the lowside of the wall)
- Existing Fence

## Notes:

1. This note is an integral part of this plan.
2. Finished surface contours, depth of fill contours, retaining wall details and proposed services provided by Empower Engineers and Project Managers on 05-03-2024.
3. Location of retaining walls are indicative only. Site conditions will dictate construction limits to the material, location, length & thickness of these walls (unless existing).
4. This plan has been prepared under the current legislation for the purpose of presales and should not be used for any other purpose. This plan may not contain all services which affect the subject lot and is based on design information only. This plan should not be used for any detailed designs.
5. Compaction of fill to be completed in accordance with AS3798-2007 under Level 1 supervision.
6. This plan has been prepared by Wolter Consulting Group Pty Ltd, Cadastral Surveyor to satisfy Section 11 of the Land Sales Act QLD 1984 (as amended).

**OXMAR**  
PROPERTIES

**WOLTER**  
consulting group

Planning Urban Design Landscape Environment Surveying

HORIZONTAL MERIDIAN  
MGA

Scale 1:200  
2 0 2 4  
@A3

LEVEL DATUM  
AHD.

DATE DRAWN  
09-10-2024

DRAWING NO.  
SB3308-05B\_01-281

VERSION  
B

