



Contract for Houses and Residential Land

Eighteenth 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

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

Contract Date: _____

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:	QLD	POSTCODE:
PHONE:	MOBILE:	FAX:	EMAIL:
_____	_____	_____	_____

BUYER

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

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

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

BUYER'S AGENT *(If applicable)*

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

BUYER'S SOLICITOR

■ *or any other solicitor notified to the Seller*

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

PROPERTY

Land:	ADDRESS:	Proposed lot 663			
	SUBURB:	South Ripley	STATE:	QLD	POSTCODE: 4306
		<input type="checkbox"/> Built On <input checked="" type="checkbox"/> Vacant			
Description:	Lot:	Proposed Lot 663			
	On:	SP 350329			
Title Reference:	To issue				
Area:	280m2	■ <i>more or less</i>	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:	RESIDENTIAL
Local Government	IPSWICH CITY COUNCIL
Excluded Fixtures:	
Included Chattels:	

PRICE

Deposit Holder:	STOCKLAND (QUEENSLAND) PTY LTD ACN 009 855 958	
Deposit Holder's Trust Account:	STOCKLAND (QUEENSLAND) PTY LTD TRUST ACCOUNT	
Bank:	WESTPAC BANKING CORPORATION	
BSB:	034 002	Account No: 691 904

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:	\$	<ul style="list-style-type: none"> 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.
		The amount equal to of the Purchase Price less the amount of the Initial Deposit being:
	\$	
Default Interest Rate:		<ul style="list-style-type: none"> 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:	\$	<ul style="list-style-type: none"> Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.
Financier:		
Finance Date:		

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:		<ul style="list-style-type: none"> 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:

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

Tenancies:

TENANTS NAME:

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

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

Managing Agent:

AGENCY NAME: NOT APPLICABLE

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

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

Yes

No

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

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

Installed in the residence

Not installed in the residence

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

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

Installed in the residence

Not installed in the residence

■ **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.

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.]

■ **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.

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

<input type="checkbox"/>	the Buyer is <i>not</i> required to make a payment under section 14-250 of the <i>Withholding Law</i> in relation to the supply of the Property
<input type="checkbox"/>	the Buyer is required to make a payment under section 14-250 of the <i>Withholding Law</i> in relation to the supply of the Property. Under section 14-255(1) of the <i>Withholding Law</i> , the Seller is required to give further details prior to settlement.

SPECIAL CONDITIONS

THE SPECIAL CONDITIONS IN ANNEXURE A, THE ADDITIONAL SPECIAL CONDITIONS IN ANNEXURE B, ANNEXURE C, ANNEXURE D, ANNEXURE E, ANNEXURE F AND ANNEXURE G

SETTLEMENT

SETTLEMENT DATE:	SEE SPECIAL CONDITION 24	<ul style="list-style-type: none"> ■ 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. <p>WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.</p>
PLACE FOR SETTLEMENT:	SEE SPECIAL CONDITION 24.3 – LEVEL 4, 99 MELBOURNE STREET, SOUTH BRISBANE QLD	<ul style="list-style-type: none"> ■ If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

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

BUYER: _____ WITNESS: _____

BUYER: _____ WITNESS: _____

BUYER: _____ WITNESS: _____

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

[Note: No witness is required if the Buyer signs using an Electronic Signature]

SELLER: _____ WITNESS: _____

AW BIDCO 6 PTY LIMITED ACN 637 312 675

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 Residential Tenancies and Rooming Accommodation Act 2008;
- (g) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **“Business Day”** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **“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)-(e), 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*; **“GST”** means the goods and services tax under the GST Act;
- (bb) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
- (cc) **“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.
- (dd) **“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;
- (ee) **“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;
- (ff) **“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;
- (gg) **“Pest Inspector”** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (hh) **“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*;
- (ii) **“PPSR”** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (jj) **“Property”** means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (kk) **“Rent”** means any periodic amount payable under the Tenancies;
- (ll) **“Reserved Items”** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
- (mm) **“Security Interests”** means all security interests registered on the PPSR over Included Chattels and Improvements;

- (nn) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (oo) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (pp) "Transfer Documents" means:
 - (i) the form of document 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;
- (qq) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (rr) "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) 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.

5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) 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) – (e) and 5.5;
- (e) **“Suspension Period”** means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller'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;
 - (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 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
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
 unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access to the Land passes unlawfully through other land;
 - (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (f) there is an outstanding condition of a development approval attaching to the 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);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (i) 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

- (1) 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.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's

default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.

- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;

provided the resale settles within 2 years of termination of this contract.

- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

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), and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and

- (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.

- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

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

11.5 Costs

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

Annexure A – Special Conditions

Reference Schedule

Development Approval obtained (refer to clause 19)	<input checked="" type="checkbox"/> Yes (DA:2342/2024/PDA) <input type="checkbox"/> No
Development Approval Date (refer to clause 19)	Not Applicable
Plan registered (refer to clause 19)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sunset Date (refer to clause 19)	15 months from the Contract Date, as may be extended under clause 19.4
Seller owns all Land	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Estate (refer to clause 26)	The larger residential community or project known as Providence South Ripley.
Design Essentials (refer to clause 26)	The draft document entitled 'Providence Lacebark Design Essentials' attached to this Contract at Annexure D
Construction Commencement Date (refer to clause 26.3)	12 months from the Settlement Date
Construction Completion Date (refer to clause 26.3)	12 months from the date construction commenced or 12 months from the Construction Commencement Date (whichever is the earlier)
FIRB Approval required (clause 40)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
FIRB Approval Date (clause 40)	40 days from the Contract Date, as may be extended under clause 40.3(10)
Guarantors (Annexure F) (if the Buyer is a corporation (other than a corporation listed on the Australian Stock Exchange), the directors of that corporation (or if the corporation has a sole director, then that director))	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: Full Name of Guarantor No 1: Karan Sharma Address of Guarantor No 1: 100 HARRIS STREET PYRMONT NSW 2009 Full Name of Guarantor No 2: Address of Guarantor No 2:

13 Additional definitions and interpretation

13.1 Additional definitions

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

Additional Special Conditions mean the special conditions (if any) contained in Annexure B.

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Buyer's Plans and Specifications means the Buyer's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Land by the Buyer.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Construction Commencement Date means the date identified as such in the Reference Schedule.

Construction Completion Date means the date identified as such in the Reference Schedule.

Contract means this contract including the Reference Schedule, the REIQ Terms, the Special Conditions, any Additional Special Conditions, the Design Essentials and all schedules, exhibits, attachments and annexures to this contract.

Delay Circumstance means a delay arising from or in connection with any of or a combination of any of the following:

- (1) obtaining the Development Approval or any other approval, certificate, licence, permit, consent or authorisation from an Authority in connection with the Subdivision Works;
- (2) any condition or requirement imposed by any Authority or the Development Approval including meeting the requirements of any Authority or the Development Approval;
- (3) consent from an Authority to any application to amend or modify the Development Approval is not provided within 40 business days (in Priority Development Areas) and 90 days (within non-Priority Development Areas) after lodgement of the application;
- (4) attributable to a revocation of the Development Approval or change in law or requirements of Authorities that affects the Seller's ability to:
 - (a) carry out or complete the Subdivision Works; or
 - (b) register the Plan;
- (5) the carrying out of the Subdivision Works;
- (6) any Force Majeure Event;

- (7) proceedings (actual or threatened) by or disputes with surrounding landowners or any contractor of the Seller;
- (8) an Authority approving the Plan;
- (9) the process of Registration after lodgement of the Plan with the Queensland Titles Office; or
- (10) any other cause or matter beyond the Seller's control affecting Registration or the Subdivision Works.

Design Essentials means the document or documents titled "Building Covenants" and/or "Design Guidelines" and/or "Design Essentials" or words to that effect, which may comprise one or more separate documents attached in Annexure D, as may be amended from time to time by the Seller.

Development Activities means:

- (1) any works by the Seller or intended to be carried out by the Seller to develop the Estate which are considered by the Seller, acting reasonably and in accordance with all requirements of an Authority, necessary or desirable, including:
 - (a) any works to subdivide land forming part of the Estate;
 - (b) any demolition or construction works including works ancillary to or associated with those works;
 - (c) any works to install infrastructure including services in the Estate;
 - (d) any landscaping works including works ancillary to or associated with the landscaping works;
 - (e) any other works to develop the Estate; and
- (2) any works by buyers of land or other third parties within the Estate.

Development Approval means a development approval from the relevant Authority including any approvals, certificates, licences, permits, consents and authorisations, which are required or which the Seller considers, acting reasonably, necessary or desirable to obtain to develop the Land including carry out the Subdivision Works and register the Plan, as may be amended from time to time.

Development Approval Date means the date identified as such in the Reference Schedule.

Disclosure Plan means the disclosure plan provided by the Seller to the Buyer prior to entry into this Contract pursuant to section 10 of the LSA.

Disclosure Statement means the disclosure statement provided by the Seller to the Buyer prior to entry into this Contract pursuant to section 10 of the LSA.

Estate means the larger residential community identified as such in the Reference Schedule, of which the Land forms part.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FATA Legislation means the FATA, the *Foreign Acquisitions and Takeovers Regulations 2015* (Cth) and Australia's Foreign Investment Policy as published on the Foreign Investment Review Board website (www.firb.gov.au) from time to time.

FIRB Approval means a no objection notification, made by or on behalf of the Treasurer under the FATA Legislation and stating that the Commonwealth Government does not object to the purchase of the Property by the Buyer, either unconditionally or subject to conditions.

FIRB Approval Date means the date identified as such in the Reference Schedule, as may be extended under clause 40.3(10).

Force Majeure Event means any event or circumstance or combination of events and circumstances which is beyond the control of the Seller which causes or results in a default or delay in the performance by the Seller of any of its obligations under this Contract, which may include any of the following:

- (1) fire, lightning, explosion, earthquake, storm, cyclone, drought, action of the elements, riots, civil commotion, malicious damage, natural disaster, sabotage, act of a public enemy, act of God, war (declared or undeclared), blockade, revolution, contamination of any kind, or force of nature;
- (2) strikes, lockouts, industrial and/or labour disputes and/or difficulties, work bans, blockades or picketing;
- (3) the introduction, change or withdrawal of any law;
- (4) any shortage of labour or materials required to complete the construction of the Subdivision Works; or
- (5) any steps by a person to challenge the validity in whole or in part of the Development Approval, or any steps by a person to alter the provisions of the Development Approval.

Further Statement means a further statement given by the Seller pursuant to section 13(2) of the LSA.

Guarantee means the guarantee and indemnity provided by the Guarantor in favour of the Seller, on the terms contained in Annexure F.

Guarantor means the person or persons (if any) identified as such in the Reference Schedule.

Instalment Contract has the same meaning as provided in section 71 of the Property Law Act 1974 (Qld).

Land means the lot in the Plan to be acquired by the Buyer as described in the Reference Schedule.

Land Tax Year means the period commencing on 1 July in a year and ending on 30 June of the following year.

Landscaping means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

Law means all statutes, regulations, by-laws, ordinances, circulars issued by any Authority with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

LSA means the Land Sales Act 1984 (Qld).

Minor Alteration includes any of the following:

- (1) an alteration (whether required by the Seller, under the Development Approval or by an Authority) which does not materially adversely affect the construction of a dwelling house on the Land or which has been disclosed in this Contract;
- (2) an alteration in the dimensions or area of the Land of:
 - (a) 2.5% or less in the area of the Land; or
 - (b) 2.5% or less in the linear dimensions of the Land;
- (3) an alteration to the number or numbering of lots;
- (4) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land; or
- (5) an alteration of 500mm or less in the height of surface contours or fill levels of the Land.

NBN Building Ready Specifications means the specifications governing the building requirements for connecting a dwelling house to the national broadband fibre optic network as may be provided by the Seller or as otherwise available at the website www.nbnco.com.au.

Network Infrastructure means the physical infrastructure which will support the national broadband fibre optic network.

New Buyer has the meaning given in clause 26.5.

Object means object or make a requisition, delay or attempt to delay settlement, make or assert a Claim, rescind or terminate or attempt to rescind or terminate this Contract or withhold or require a retention of all or part of the Purchase Price.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

PEXA means Property Exchange Australia Limited ACN 140 677 792, being an electronic lodgement network operator.

Plan means:

- (1) where the Land is a lot in an unregistered plan, the plan of survey creating the Land approved by the relevant Authority, generally in accordance with the Proposed Plan, with or without any changes permitted under this Contract; or
- (2) where the Land is a lot in a registered plan, the plan detailed in the Reference Schedule.

PPSA means Personal Property Securities Act 2009 (Cth).

Priority Development Area has the meaning given to that term in the Economic Development Act 2013 (Qld).

Privacy Policy means the Stockland Privacy Policy which can be viewed at www.stockland.com.au/privacy-policy.htm.

Property Information means any documents and other information (in written form or otherwise):

- (1) relating to the Property or the Estate; and
- (2) made available or disclosed to the Buyer by the Seller or the Seller's Representatives prior to the Contract Date, including any reports, information memorandum or other promotional material.

Proposed Plan means the plan attached in Annexure C (where applicable).

Queensland Titles Office means the relevant office of the Queensland government department which administers the Queensland freehold land register under the Land Title Act 1994 (Qld).

Reference Schedule means the reference schedule in the REIQ Terms and the reference schedule in this Annexure A, as the context permits or requires.

Registered means registered by the registrar of titles (or has equivalent status) in the Queensland Titles Office.

Registration means:

- (1) the Plan has been approved by all relevant Authorities and Registered; and
- (2) where the parent title for the Land is a leasehold title, a separate freehold title for the Land has been created.

REIQ Terms means the REIQ Terms of Contract for Houses and Residential Land contained in clauses 1 to 12 of this Contract.

Re-sale Deed means the deed poll in Annexure E.

Retaining Structures means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or to be constructed by the Seller on or adjacent to the Land.

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (1) the placement and maintenance within the Estate (but not on the Land after settlement) of:
 - (a) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
 - (b) stalls or associated facilities for the use of salespersons;
- (2) any event or function held within the Estate (but not on the Land after settlement); and
- (3) the use of homes by either the Seller or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

Seller's Representatives includes the Seller's employees, agents, solicitors and contractors.

Services means the services for water, electricity, gas, sewerage and telecommunications.

Services Access Points means access points for the Services including pits, grates, manholes, vents, boxes and the like and includes infrastructure associated with the access points and any access points and the like for any stormwater infrastructure.

Special Conditions means clauses 13 to 43 of this Contract.

Subdivision Works means any works which an Authority requires to be undertaken or the Seller considers necessary (acting reasonably) before the Plan can be approved and Registered.

Sunset Date means the date identified as such in the Reference Schedule

Title Encumbrances includes any encumbrances permitted under clause 19.7, any statutory encumbrances or statutory easements (whether or not noted on the title to the Land) and any registered encumbrances such as easements and covenants noted on the title of the Land, irrespective of whether or not they are noted in the Reference Schedule to the Contract as at the Contract Date.

Treasurer means the Treasurer of the Commonwealth of Australia.

13.2 Additional interpretation

Further to clause 10.9 of the REIQ Terms, the following additional rules of interpretation apply unless the context requires otherwise:

- (1) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (2) a reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (3) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (4) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (5) includes in any form is not a word of limitation; and
- (6) a reference to \$ or dollar is to Australian currency.

14 Amendment to REIQ Terms

14.1 Amendments

The following clauses in the REIQ Terms are amended:

- (1) clause 1.1(d) – definition of “**Balance Purchase Price**” is amended by adding at the end “, adjusted under this Contract”;
- (2) clause 1.1(h) – the definition of “Business Day” is deleted and replaced with the following: “(h) “**Business Day**” means a day other than:
 - (a) a Saturday or a Sunday; and
 - (b) a public holiday in the Place for Settlement.”;
- (3) clause 1.1(u) – the definition of “Encumbrances” is deleted and replaced with the following: “(u) “**Encumbrances**” includes unregistered encumbrances.”;

- (4) clause 5.1(1) is deleted and replaced with the following:
- “(1) Settlement must occur between 9am and 5pm AEST on the Settlement Date unless clause 11 applies then settlement must occur between 9am and 4pm on the Settlement Date.”;
- (5) clause 6.2 is deleted and replaced with the following:

Extension of Settlement Date

(1) Between the 1st and the 19th of each month, 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) From the 20th until the end of each month, clause 6.2(1) above is not applicable.

(3) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

(4) More than one Extension Notice may be given under clause 6.2(1) but the new date of settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.

(5) 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) clause 6.3(8)(b)(i) is amended by inserting the words “including a Health Emergency” at the end of the clause;
- (7) clauses 6.3(8)(d) and 6.3(8)(e) are amended to be clauses 6.3(8)(e) and 6.3(8)(f) respectively and new clause 6.3(8)(d) is inserted as follows:

“(d) “**Health Emergency**” includes the outbreak of any contagious disease or other public health issue (for example the coronavirus (COVID-19)) but does not include a personal health emergency affecting the Buyer or the Seller.”;

- (8) clause 7.7(1) is amended by deleting the words “before settlement” and replacing them with “no later than 2 Business Days before the Settlement Date”;

- (9) clause 10.4(3) is deleted and replaced with the following clause:

“(3) A notice under this Contract or required to be given by Law may be given by:

(a) delivering or posting the notice to the address of the other party or its solicitor stated in the Reference Schedule or to another address notified (either verbally or in writing) by the other party or its solicitor from time to time; or

(b) sending the notice to the email address of the other party or its solicitor stated in the Reference Schedule or another email address notified (either verbally or in writing) by the other party or its solicitor

from time to time or if applicable, to the email address specified in clause 10.4(11).”;

(10) clause 10.4 is amended by inserting the following new subclauses (10) and (11):

10.4(10) Despite clause 10.4(3)(c), notices sent by email will be treated as given at the time the email leaves the sender’s information system, unless the sender receives:

- (a) a notification that the email was not delivered to or received by the recipient; or
- (b) an automated out of office notification from the recipient’s email address (**Out of Office Notification**).

10.4(11) In the event that the sender receives an Out of Office Notification, the parties agree that the notice will be treated as given if:

- (a) the notice is sent to the alternative email address (if any) specified in the Out of Office Notification; or
- (b) where no alternative email address is specified in the Out of Office Notification then:
 - (i) in respect of a notice to the Seller, the notice is sent to legal.qld@stockland.com.au;
 - (ii) in respect of a notice to the Guarantor, the notice is sent to an alternative email address notified (either verbally or in writing) by the Guarantor to the Seller or the Seller’s Solicitor; or
 - (iii) in respect of a notice to the Buyer, the notice is sent to:
 - (A) an alternative email address notified (either verbally or in writing) by the Buyer or the Buyer’s Solicitor to the Seller or the Seller’s Solicitor; or
 - (B) the general contact email address (if any) for the relevant office of the Buyer’s Solicitor as shown on the Buyer’s Solicitor’s website,

and the sender does not receive a notification that the email was not delivered to or received by the recipient.”

14.2 Deletions

The following clauses in the REIQ Terms are deleted:

- (1) clause 2.1(2) (GST);
- (2) clause 2.3 (Investment of Deposit);
- (3) clauses 2.4(2) and 2.4(4) (Entitlement to Deposit and Interest);
- (4) clauses 2.6(2), 2.6(3), 2.6(4), 2.6(6) and 2.6(14) (Adjustments to Balance Purchase Price) - see clause 25;
- (5) clause 4 (Building and Pest Inspection Reports);
- (6) clause 5.1 (Time and Date) - see clause 24;

- (7) clause 5.4 (Assignment of Covenants and Warranties);
- (8) clause 7.9 (Dividing Fences) - see clause 26.6;
- (9) clause 8.3 (Seller's Obligations after Contract Date);
- (10) clause 8.4 (Information Regarding the Property); and
- (11) clause 11 (Electronic Settlement).

15 Priority of conditions

To the extent there is any inconsistency between any of the Additional Special Conditions, these Special Conditions and the REIQ Terms then:

- (1) the Additional Special Conditions prevail over the Special Conditions and the REIQ Terms; and
- (2) these Special Conditions prevail over the REIQ Terms.

16 Representations and warranties

16.1 Capacity – Seller

The Seller represents and warrants that it:

- (1) subject to clause 3 of the REIQ Terms, has the financial capacity, or ability to obtain finance, to perform its obligations arising out of this Contract;
- (2) has full power and authority to enter into, implement and perform its obligations under this Contract; and
- (3) has obtained all necessary internal consents to enter into, implement and perform its obligations under this Contract.

16.2 Capacity - Buyer

The Buyer represents and warrants that it:

- (1) subject to clause 3 of the REIQ Terms, has the financial capacity to perform its obligations arising out of this Contract;
- (2) has full power and authority to enter into, implement and perform its obligations under this Contract;
- (3) has obtained all necessary consents to enter into, implement and perform its obligations under this Contract; and
- (4) is purchasing the Property as principal or as trustee and not as an agent for a third party.

16.3 Agent

The Buyer represents and warrants that it was not introduced to the Property or to the Seller either directly or indirectly by any real estate agent or other person entitled to claim a commission or fee from the Seller other than the Seller's Agent named in this Contract.

16.4 Buyer as trustee

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

- (1) is bound by this Contract both as trustee and in its personal capacity;
- (2) must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the Buyer under this Contract;
- (3) must if the Seller demands it, assign to the Seller the Buyer's rights of indemnity as against the assets of the trust;
- (4) warrants that:
 - (a) it has the power and authority to enter into this Contract and bind the trust; and
 - (b) entry into this Contract is due administration of the trust; and
- (5) must provide a copy of the trust instrument to the Seller within 5 Business Days of request by the Seller or the Seller's Representative.

17 Entire agreement

17.1 No warranty, representation or reliance

- (1) Subject to any applicable law, including but not limited to the Australian Consumer Law, the Buyer acknowledges and agrees that:
 - (a) this Contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this Contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by or on behalf of the Seller at the time of or prior to the execution of this Contract;
 - (b) it has not been induced to enter into this Contract by any warranty or representation (verbal or otherwise) made by or on behalf of the Seller which is not included in this Contract; and
 - (c) despite the terms of this clause, if any warranty or representation has been made by the Seller or on behalf of Seller by the Seller's Representatives, then the Buyer confirms, by execution of this Contract, that the Buyer has placed no reliance on such warranty or representation in executing this Contract.
- (2) The parties acknowledge and agree that this clause 17.1 does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

17.2 No objection by Buyer

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in clause 17.1.

18 Guarantee

- (1) The Guarantor provides the Guarantee.
- (2) The Buyer must cause the Guarantor to provide the Guarantee by signing this Contract at the same time the Buyer signs this Contract.
- (3) The Seller may terminate this Contract by giving a written notice to the Buyer if the Buyer fails to comply with clause 18(1) and the provisions of clause 9 of the REIQ Terms (as applicable) will apply upon termination of the Contract.

19 Registration of Plan

19.1 Application of clause

This clause 19 applies where, as at the Contract Date, the:

- (1) Seller has not obtained a satisfactory Development Approval; or
- (2) the Land is a lot in an unregistered plan.

19.2 LSA requirements

If, as at the Contract Date, the Land is a lot in an unregistered plan the Buyer acknowledges and agrees that it received a duly signed Disclosure Statement and Disclosure Plan from the Seller or Seller's Representatives before the Buyer entered into this Contract.

19.3 Contract conditional on Development Approval and Registration

- (1) Where relevant items are marked as applicable in the Reference Schedule, this Contract is conditional upon:
 - (a) the Seller obtaining a satisfactory Development Approval (acting reasonably); and/or
 - (b) Registration occurring,
by the Sunset Date.
- (2) The Seller must (at its cost) take reasonable steps to obtain a satisfactory Development Approval by the Development Approval Date and Registration by the Sunset Date.
- (3) The Seller must give the Buyer written notice of:
 - (a) satisfaction of clause 19.3(3)(a) within a reasonable time after the Seller receives a satisfactory Development Approval (acting reasonably); and
 - (b) Registration within a reasonable time after the Seller receives written notification from the Queensland Titles Office and, in any event, in compliance with any requirement of the LSA and clause 24.2.

19.4 Extension of the Development Approval Date and Sunset Date

- (1) In consideration of the Seller incurring (and continuing to incur) liabilities and expenses in connection with the Seller's development of the Estate (which includes the Land) and to obtain a satisfactory Development Approval and Registration, the Seller, acting reasonably, may extend the Development Approval Date and/or the

Sunset Date by notice in writing to the Buyer before the Development Approval Date or the Sunset Date (as the case may be) if a satisfactory Development Approval and Registration is not in the Seller's reasonable opinion likely to be achieved by the Development Approval Date or Sunset Date (as the case may be).

- (2) If the Seller extends the Sunset Date, references to the Sunset Date in this Contract will be taken to be references to the extended Sunset Date.

19.5 Requirements for extension

An extension of the Development Approval Date or the Sunset Date under clause 19.4:

- (1) may be notified on more than one occasion however the aggregate of all extensions must not result in the Settlement Date being a date which is more than 18 months from Contract Date;
- (2) is permitted due to any Delay Circumstance which is not attributable to the Seller's failure to take reasonable steps to obtain a satisfactory Development Approval and Registration;
- (3) must be for a period attributable to the delay; and
- (4) must be notified together with the information sufficient to allow the Buyer to be reasonably satisfied that delay is attributable to the Delay Circumstance.

19.6 Termination of Contract – failure to obtain Development Approval or Registration

- (1) The Seller may terminate this Contract by giving a written notice to the Buyer where:
 - (a) an Authority fails to grant the Development Approval;
 - (b) an Authority grants the Development Approval on conditions which are not satisfactory to the Seller, acting reasonably; or
 - (c) the Seller reasonably considers the Development Approval will not be obtained on conditions satisfactory to the Seller.
- (2) If Registration does not occur by the Sunset Date (irrespective of whether the Plan is subsequently deemed to be Registered before the Sunset Date or have priority against other instruments from lodgement), then, subject to clause 19.6(3), either party may terminate this Contract by notice in writing to the other at any time after the Sunset Date and before notice of Registration is given by the Seller.
- (3) The Seller must provide any relevant notice under the LSA to the Buyer (being not less than 28 days before the Sunset Date) and, as required under the LSA, the Buyer must act reasonably and respond to the notice within the time stated in the notice (which must be a reasonable period of time).
- (4) If this Contract is terminated pursuant to clauses 19.6(1) or 19.6(2), the Deposit will be refunded to the Buyer and neither party will have any further Claim against the other because of the termination.

19.7 Registration timeframe

- (1) The Buyer acknowledges that any proposed Registration timeframe provided by the Seller is an estimation only and the Buyer should not rely on any such timeframe in connection with or arising from this Contract.

- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object in respect of, or arising from, any of the matters disclosed in this condition 19.7.

19.8 Alteration to Land and Encumbrances

- (1) Subject to clause 19.8(4)(a) and any rights of the Buyer under any legislation which cannot be excluded, the Seller may alter the Land and the Plan or any of them in any way and the Buyer must not Object because of anything in connection with the alteration.
- (2) The Seller may register any easement or other Encumbrance over the Land which is:
- (a) shown on an unregistered Plan or which relates to matters disclosed or dealt with in this Contract; or
 - (b) subject to clause 19.8(4)(b), required by the Seller, under the Development Approval or by an Authority or otherwise in relation to the development of the Land or the Seller's surrounding land,

and, subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with such easements and other Encumbrances.

- (3) The Seller can at any time give a written notice to the Buyer if:
- (a) the Seller makes or proposes to make an alteration to the Land and the Plan or any of them; or
 - (b) registers or proposes to register easements or other Encumbrances over the Land other than easements or Encumbrances shown on the Plan or disclosed in this Contract.
- (4) If:
- (a) any alteration or proposed alteration to the Land, the Plan or any of them is other than a Minor Alteration; or
 - (b) a proposed easement or other encumbrance over the Land materially adversely affects the construction of a dwelling house on the Land (other than easements or Encumbrances shown on the Plan or disclosed in this Contract),
- the Buyer may terminate this Contract by giving the Seller a written notice within 14 days from the earliest of:
- (c) the date the Seller gives the Buyer a written notice of the alteration or proposed alteration; or
 - (d) the date the Seller gives the Buyer a written notice of Registration.
- (5) The Buyer acknowledges and agrees that the Buyer's right to terminate under this clause 19.8(4) will be the Buyer's sole remedy in relation to the matters referred to in clauses 19.8(4)(a) and 19.8(4)(b).
- (6) If the Buyer does not terminate under clause 19.8(4) then:
- (a) the Buyer is regarded as consenting to the alteration or the proposed alteration (whether or not it is a Minor Alteration) or the easements or other

- Encumbrances (whether or not they materially adversely affect the construction of a dwelling house on the Land); and
- (b) other than as permitted by applicable law including the Australian Consumer Law, the Buyer unconditionally and irrevocably releases the Seller from all Claims the Buyer has or may have against the Seller arising out of or in connection with the matters referred to in clauses 19.8(4)(a) and 19.8(4)(b).
- (7) The Buyer acknowledges and agrees that, for the purposes of the LSA, a Minor Alteration to the Land will not materially prejudice or affect the Buyer.

20 Property Information

20.1 Attorney

- (1) In consideration for the Seller entering into this Contract, the Buyer irrevocably appoints the Seller and each officer of the Seller, jointly and severally to be the true and lawful attorney of the Buyer, in the name of, for and on behalf of the Buyer to consent to any encumbrance lodged or to be lodged by the Seller, and the Buyer agrees to ratify and confirm all that an attorney does pursuant to this clause 20.1(1).
- (2) Clause 20.1(1) applies if:
 - (a) this Contract is an Instalment Contract and the Buyer has registered an encumbrance or other dealing under which the Buyer's consent is required for any encumbrance or other encumbrance lodged or to be lodged by the Seller; or
 - (b) the Buyer has registered an encumbrance or other dealing in breach of this Contract.

20.2 Buyer's acknowledgements

The Buyer acknowledges and agrees that:

- (1) the Buyer has relied solely on the Buyer's own inspections and enquiries in relation to:
 - (a) the fitness or suitability of the Property for any particular purpose of the Buyer including any financial return, income and investment potential of the Property;
 - (b) the condition of the Land including the geotechnical condition and presence or otherwise of any contamination or other substance in or on the Land; and
 - (c) the Buyer's rights and obligations under this Contract;
- (2) the Property Information was made available to the Buyer by the Seller or the Seller's Representatives on the express basis that no representation or warranty was made or given by the Seller or the Seller's Representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the Buyer has relied solely on the Buyer's own inspections and enquiries in relation to the Property Information.

- (3) The parties acknowledge and agree that this clause 20.2 does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

20.3 No objection

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in clause 20.

21 Services

- (1) The Buyer acknowledges that the Services Access Points or connection points for the Services may be located in the road, the road verge, at the kerb inlet, within the Land or on the boundary of the Land (as applicable).
- (2) The Buyer is purchasing the Land subject to any Services and Services Access Points located within the Land or on the boundary of the Land at the Settlement Date.
- (3) The Buyer must at its cost:
 - (a) arrange for connection of all Services from their connection points to any dwelling house to be constructed on the Land; and
 - (b) construct and install any other services required by the Buyer.
- (4) Subject to the Buyer's rights under any applicable law including the Australian Consumer Law, the Buyer will not be entitled to Object in respect of:
 - (a) the nature or location of the Services;
 - (b) the nature, location or availability or non-availability of any other service;
 - (c) all or any of the Services not being available for connection by the service providers as at settlement;
 - (d) whether or not the Land is subject to or has the benefit of any rights or easements in respect of the Services or any other service, or mains, pipes or connections for such services;
 - (e) whether any connection for any Services passes through any other land;
 - (f) any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under the Land; and
 - (g) any Services Access Points located on the Land or near the Land.
- (5) If, in the opinion of the Seller (acting reasonably) the change to the Services Access Points or connection points for the Services materially and detrimentally affects the Buyer or the Land, the Seller must advise the Buyer as soon as reasonably practicable after the change is effected and the Seller becomes aware of the change.

22 Seller's works

22.1 Subdivision Works

To the extent that they have not already been performed or completed as at the Contract Date:

- (1) the Seller undertakes at its cost to perform or cause to be performed the Subdivision Works; and
- (2) the Seller may carry out the Subdivision Works on the Land and surrounding land prior to settlement.

22.2 Buyer's acknowledgments

The Buyer acknowledges and agrees that:

- (1) the contours of the Land may change after the Subdivision Works are completed;
- (2) the Subdivision Works may include:
 - (a) Services Access Points located within the boundary of the Land; and
 - (b) street trees planting,which may affect construction on the Land including the location of any driveway;
- (3) soil and site classification reports cannot be undertaken until the Seller completes the Subdivision Works and the Seller will not be undertaking soil and site classification reports for the Land;
- (4) the Buyer must make and rely on the Buyer's own enquiries as to the soil and site classification of the Land including obtaining any necessary reports and compliance with any easements and restrictions that may apply to the Land including in relation to footings to be designed by a structural engineer if applicable;
- (5) the Subdivision Works may include construction of Retaining Structures on the Land; and
- (6) the Subdivision Works or other works in connection with the Seller's development of the Estate may not be fully completed by completion of this Contract and the Buyer grants the Seller (including any employees, officers, contractors and consultants of the Seller) a licence to access the Land after settlement of this Contract to complete such works.

22.3 Buyer to maintain property after completion

- (1) After completion the Buyer must:
 - (a) not and must ensure that any appointed builder or other agent of the Buyer does not store or dump any materials or waste on any land outside of the Property;
 - (b) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;
 - (c) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and

- (d) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
- (2) If the Buyer fails to comply with any of its obligations under clause 22.3(1) the Seller may, after providing the Buyer reasonable notice of the Buyer's failure to comply with its obligations under clause 22.3(1), take such action (at the Buyer's cost) as the Seller considers is reasonably necessary to remedy the non-compliance and the costs incurred by the Seller will comprise a debt owed by the Buyer to the Seller. The Buyer grants the Seller (including any employees, officers, contractors and consultants of the Seller) a licence to access the Property after completion of this Contract for the purposes of the Seller exercising its rights under this clause 22.3.

22.4 No objection

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any Subdivision Works or any matter referred to in clause 22.2.

23 Seller's additional rights to terminate

23.1 Incapacity of Buyer

If the Buyer being a natural person, dies or becomes incapable because of unsoundness of mind to manage the Buyer's own affairs, then the Seller may terminate this Contract by giving the Buyer a written notice and the Deposit will be refunded to the Buyer upon termination of this Contract.

23.2 Insolvency of Buyer

Without affecting any of the Seller's other rights or remedies, if the Buyer being a corporation:

- (1) goes into liquidation or provisional liquidation or an application is made for it to be wound up;
- (2) has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer appointed to it or any of its assets;
- (3) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;
- (4) is insolvent or presumed insolvent under the Corporations Act 2001 (Cth) or stops payment of any of its debts; or
- (5) anything occurs in connection with the Buyer under the law of any applicable jurisdiction (other than under the Bankruptcy Act 1966) having a substantially similar effect to the events specified in this clause 23.2,

the Buyer is regarded as not having complied with this Contract in an essential respect and the Seller can terminate this Contract and the provisions of clause 9 of the REIQ Terms (as applicable) will apply upon termination of the Contract.

24 Settlement

24.1 Registered Plan

If the Land is a lot in a Registered Plan as at the Contract Date, the Settlement Date will be the later of:

- (1) the date which is 30 days from the Contract Date;
- (2) the Settlement Date (if any) nominated in the Reference Schedule of this Contract; and
- (3) if clause 40 [*FIRB Approval*] applies, the date which is 10 days after the date FIRB Approval is granted.

24.2 Unregistered Plan

If the Land is a lot in an unregistered Plan as at the Contract Date, the Settlement Date will be the latest of:

- (1) the date which is 30 days from the Contract Date;
- (2) the date which is 14 days from the date the Seller gives the Buyer written notice of Registration under clause 19.3(3);
- (3) the date which is 14 days from the date the Seller gives the Buyer the documents specified in section 14(3) of the LSA;
- (4) the date which is 21 days from the Seller gives the Buyer the Further Statement (if applicable);
- (5) if clause 40 [*FIRB Approval*] applies, the date which is 10 days after the date FIRB Approval is granted; and
- (6) the Settlement Date (if any) nominated in the Reference Schedule of this Contract.

24.3 Settlement place and time

Settlement must occur on the Settlement Date at the offices of the Seller at Level 4, 99 Melbourne Street, South Brisbane, Queensland (unless otherwise nominated by the Seller), at a time nominated by the Seller.

24.4 Transfer Documents

- (1) For the purposes of clause 5.2(1) of the REIQ Terms, the Transfer Documents must be delivered to the Seller at least 10 days before the Settlement Date.
- (2) The Buyer must lodge (or cause to be lodged) the Transfer Documents with the Queensland Titles Office no later than 30 days from the Settlement Date.
- (3) It is the sole responsibility of the Buyer to ensure the Transfer Documents are correct. The Buyer must pay any requisition fees in relation to the Transfer Documents.

25 Adjustment to Balance Purchase Price

25.1 Adjustments generally

- (1) The Outgoings must be adjusted on the amounts paid or assessed (where not paid, without regard to any discounts).

- (2) Unpaid Outgoings are not Encumbrances for the purposes of this Contract (including clause 7.2 of the REIQ Terms).
- (3) Any Outgoings which are assessed but unpaid at settlement will be treated as paid for the purposes of adjustment and the Seller undertakes to pay those assessments:
 - (a) within 30 days of the Settlement Date; or
 - (b) by the due date for payment,
 whichever is later and the Buyer must not Object to them.
- (4) Where any Outgoings are assessed in relation to the Land together with other land, unless the assessing Authority has advised it will apportion the Outgoings between the parties, the amount to be adjusted will be calculated:
 - (a) for Outgoings calculated per lot, on a pro-rata lot basis; and
 - (b) for all other Outgoings, on a pro-rata area basis.
- (5) If there is no notice of assessment from the relevant Authority for any Outgoings has been received by the Seller as at the Settlement Date, each party will pay their proportion of the Outgoings once the notice of assessment from the relevant Authority is received by the Seller.
- (6) In this clause 25.1, "assessed" means a notice of assessment from the relevant Authority which has been received by the Seller.

25.2 Land tax

- (1) The Seller is liable for land tax assessed on the Land up to and including the Settlement Date. The Buyer is liable for land tax assessed on the Land after the Settlement Date.
- (2) If land tax assessed on the Land for the current Land Tax Year (or any prior Land Tax Year) is unpaid at the Settlement Date:
 - (a) the Buyer must not Object or require a retention or payment to the Office of State Revenue to obtain a clearance from land tax even where the Office of State Revenue advises it would be prudent to hold a sum of money until a final clearance issues or that a final clearance will issue on payment of a sum; and
 - (b) the Seller undertakes that it will pay any unpaid land tax assessed on the Land:
 - (i) within 30 days of the Settlement Date; or
 - (ii) by the due date for payment, whichever is the later.
- (3) Nothing in this clause 25.2 affects a notice of agent issued to the Buyer by the Office of State Revenue.

25.3 Land tax if settlement delayed

- (1) If, settlement is delayed at the Buyer's request or as a result of the Buyer's breach of this Contract and as a result, settlement of this Contract takes place on a date that is after 30 June, whether that date is in the same calendar year as the original Settlement Date or in the following calendar year(s), then:
 - (a) the Buyer's breach or extension will result in an increase in the Seller's land tax assessment for the Land Tax Year(s) following the original Settlement Date as

a result of the Property continuing to be included in the Seller's total landholdings in the State of Queensland; and

- (b) the additional land tax that the Seller will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the Seller as a direct result of the Buyer's breach or extension of this Contract in respect of which the Seller is entitled to compensation or reimbursement from the Buyer.
- (2) If this clause applies, then on the delayed Settlement Date, in addition to the Balance Purchase Price and any other money payable to the Seller under this Contract, the Buyer must pay to the Seller as compensation or reimbursement on account of the additional land tax being incurred by the Seller, an amount equal to 1.75% of:
- (a) the taxable value of the Land (as defined in the Land Tax Act 2010 (Qld)) for each relevant Land Tax Year(s); or
 - (b) if there is no separate unimproved value for the Land for any Land Tax Year(s), the amount reasonably determined by the Seller as the estimated taxable value for the relevant Land Tax Year(s) (being an amount no greater than the Purchase Price).
- (3) If the additional land tax payable by the Seller under clause 25.3(1)(b) is:
- (a) less than the amount paid by the Buyer under clause 25.3(2), the Seller must refund the difference to the Buyer; or
 - (b) more than the amount paid by the Buyer under clause 25.3(2), the Buyer must pay the difference to the Seller,
- within 30 days of being served with a written demand for payment from the other party.

26 Design Essentials and use

26.1 Design Essentials

- (1) The Buyer acknowledges the Land forms part of the Estate.
- (2) The Buyer agrees to be bound by the Design Essentials (including any addendums) as if they were repeated in this clause 26.1 in full.
- (3) If the Seller varies or replaces the Design Essentials at any time prior to completion, the Seller must provide a copy of the varied or replaced Design Essentials to the Buyer as soon as practicable after the variation or replacement has been made. After completion the Buyer can access a current copy of the Design Essentials through the 'customer portal' made available to the Buyer at:
<https://www.stockland.com.au/residential/qld>
- (4) The Seller has no obligation to enforce and may vary, relax or waive any of the requirements under the Design Essentials in relation to other land sold by the Seller.
- (5) The Buyer acknowledges the Seller's rights under this clause 26.1 and subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in this clause 26.1.

- (6) The Design Essentials will remain in force until the later of:
 - (a) the date that is 36 months from settlement; and
 - (b) the date of settlement of the sale of the last lot in the Estate (as determined by the Seller).
- (7) The expiry of the Design Essentials does not affect any breach of the Design Essentials at the expiry date.
- (8) To the extent there is any inconsistency between the Design Essentials and any of the Special Conditions, the Additional Special Conditions and the REIQ Terms, then the Design Essentials will prevail.
- (9) The Buyer indemnifies the Seller against all Claims that the Seller has as a result of a default under this clause 26.1.

26.2 No representation or warranty

If the Buyer submits the Buyer's Plans and Specifications to the Seller for its review and approval, the Buyer acknowledges and agrees that:

- (1) the Seller is only reviewing the Buyer's Plans and Specifications for the purpose of checking the Buyer's compliance with the Design Essentials and for no other purpose;
- (2) if the Seller gives its approval to the Buyer's Plans and Specifications or provides any assistance or information to the Buyer in relation to the Buyer's Plans and Specifications, then such approval, assistance or information provided by the Seller will not constitute any representation or warranty by the Seller or any Seller's Representatives, in relation to:
 - (a) the adequacy, suitability or fitness of the Buyer's Plans and Specifications for any purpose (including for Council or other Authority approval purposes);
 - (b) the appropriateness or suitability of any works, offsets or footing systems for any dwelling or structure (including any associated works) to be constructed on the Land adjacent to or near the Retaining Structures,

and the Buyer acknowledges and agrees that it will not place any reliance on such review, approval, assistance or information provided by the Seller or any Seller's Representatives.

26.3 Construction of a dwelling house and Landscaping

- (1) The Buyer must:
 - (a) commence the construction of a dwelling house on the Land in accordance with the Design Essentials on or before the Construction Commencement Date;
 - (b) following commencement of construction, continually progress construction of the dwelling house in a timely manner;
 - (c) ensure the property is kept clean, presentable and safe at all times until construction is completed; and
 - (d) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.

- (2) For the purposes of clause 26.3(1):
- (a) **substantially commence** means erection of the footings and slab; and
 - (b) **complete and completion** means issue of an occupation certificate (or other relevant Authority approval to allow lawful occupation) in respect of the dwelling house.
- (3) The Buyer grants to the Seller a charge over the Property to secure its obligations under this clause 26.3. The Buyer agrees that the Seller may lodge a caveat on the title to the Property to give notice of its interest in the Property pursuant to the charge and the Buyer must provide any consent reasonably required by the Seller to enable registration of the caveat.

26.4 National broadband network

- (1) The Seller does not warrant that Network Infrastructure will be available to the Property at completion.
- (2) If the Land is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
- (a) the Buyer must (at the Buyer's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Land; and
 - (b) the Buyer acknowledges that:
 - (i) the Seller has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;
 - (ii) the Buyer must make its own enquiries about the NBN Building Ready Specifications and appropriate building wiring specifications;
 - (iii) the NBN Building Ready Specifications must be complied with to enable the Land to be connected to the Network Infrastructure; and
 - (iv) failure to comply with the NBN Building Ready Specifications will either:
 - (A) prevent connection to the Network Infrastructure; or
 - (B) require the Buyer to incur additional costs in order to connect to the Network Infrastructure.

26.5 Re-sale Deed obligation

- (1) The Buyer acknowledges that this Contract includes obligations which continue after settlement, including under clauses 26.1, 26.2, 26.3 and other provisions concerning the construction of a dwelling house on the Land and the Design Essentials.
- (2) The Buyer agrees that, having regarding to the Buyer's continuing obligations referred to in clause 26.4(1), the Buyer must not sell, transfer or otherwise dispose of the Property prior to completion of construction of a dwelling house on the Land in accordance with this Contract without first delivering to the Seller the Re-sale Deed signed by:
- (a) the new buyer, transferee or dispone (**New Buyer**); and

- (b) if the New Buyer is a corporation (other than a corporation listed on the Australian Stock Exchange), the directors of the New Buyer as guarantor, in favour of the Seller, agreeing to comply with the Design Essentials and the Buyer's obligations under this clause 26 and any other continuing obligations of the Buyer under this Contract.
- (3) The Buyer must, at its cost:
 - (a) ensure the Re-sale Deed is completed, duly signed by all relevant parties to the Re-sale Deed before completion of the contract between the Buyer and the New Buyer;
 - (b) date the Re-Sale Deed with the date of completion of the contract between the Buyer and the New Buyer; and
 - (c) deliver the completed, signed and dated Re-Sale Deed to the Seller as soon as practicable after completion of the contract between the Buyer and the New Buyer.

26.6 Dividing fences

The Seller is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the Buyer waives any right to claim contribution from the Seller except to the extent any repair or replacement of any dividing fence is required as a result of the Seller damaging the dividing fence.

26.7 No use as a display home

The Buyer must not use, promote or advertise a dwelling house erected on the Land to be used, promoted or advertised in any way as a display home.

26.8 Indemnity

The Buyer is liable for and indemnifies the Seller on demand against all Claims arising from or in connection with any default or failure by the Buyer to comply with its obligations under this clause 26 including a failure to obtain the Re-sale Deed, except to the extent the Claim was caused or contributed to by the default, wilful or negligent act or omission of the Seller.

27 Retaining Structures

27.1 Application of clause

This clause 27 applies if the Retaining Structures:

- (1) have been constructed on the Land (whether wholly or partially) by or on behalf of the Seller as at the Contract Date; or
- (2) will be constructed on the Land (whether wholly or partially) by or on behalf of the Seller after the Contract Date.

27.2 Buyer's obligations

The Buyer must:

- (1) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing

construction of the dwelling or structure (including any associated works) on the Land;

- (2) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (3) not remove, replace or alter the Retaining Structures;
- (4) keep and maintain the Retaining Structures in a sound structural condition; and
- (5) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
 - (a) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
 - (b) any fence above, adjacent to or near the Retaining Structures.

except to the extent any damage to the Retaining Structures was caused or contributed by the default, wilful or negligent act or omission of the vendor.

27.3 No representation or warranty

In addition to clause 26.2, if the Buyer submits the Buyer's Plans and Specifications to the Seller for its review and approval, the Buyer acknowledges and agrees that if the Seller gives its approval to the Buyer's Plans and Specifications or provides any assistance or information to the Buyer in relation to the Buyer's Plans and Specifications, then:

- (1) such approval, assistance or information provided by the Seller will not constitute any representation or warranty by the Seller, or any Seller's Representatives, in relation to the maximum load bearing weight of the Retaining Structures; and
- (2) the Buyer will not place any reliance on such review, approval, assistance or information provided by the Seller or any Seller's Representatives.

27.4 No objection by Buyer

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with the Retaining Structure or any of the matters referred to in this clause 27.

27.5 Indemnity

The Buyer is liable for and indemnifies the Seller on demand against all Claims arising from or in connection with:

- (1) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the Buyer, the Buyer's contractors or any other person acting on the Buyer's behalf;
- (2) any damage to the Buyer's dwellings or structures constructed on the Land adjacent to or near the Retaining Structures;
- (3) any damage to dwellings or structures constructed on land adjoining or surrounding the Land caused or contributed to by any act, omission, negligence or default of the Buyer, the Buyer's contractors or any other person acting on the Buyer's behalf; or
- (4) any failure by the Buyer to comply with its obligations under clause 27.2.

except to the extent the Claim was caused or contributed to by the default, wilful or negligent act or omission of the Seller.

27.6 No merger

This clause 27 does not merge on settlement or termination of this Contract.

28 Stormwater discharge

28.1 Buyer's acknowledgements

- (1) The Buyer acknowledges that:
 - (a) construction of a Retaining Structure or any alteration of the landform, will change the overland flow path which may cause stormwater runoff to be redirected and concentrated on adjoining properties and may as a result, create a nuisance; and
 - (b) it may be necessary for a drainage system (such as a concrete swale and catch basin, drainage aggregate, geotextile sleeve and perforated pipe) to be installed to redirect surface water through underground pipes to lawful points of discharge including:
 - (i) roadside kerb and channel; or
 - (ii) inter-allotment drainage systems.
- (2) If the Buyer constructs a Retaining Structure or alters the landform, in addition to obtaining all relevant approvals for the construction of the Retaining Structure, the Buyer will:
 - (a) discuss the altered overland stormwater flow between the Property and neighbouring properties with the respective owners of the neighbouring properties;
 - (b) use reasonable endeavours to achieve a mutually satisfactory drainage solution to achieve a lawful point of discharge and not create a nuisance; and
 - (c) be responsible for and shall connect any:
 - (i) altered overland stormwater flow; and
 - (ii) drainage lines at the base of any Retaining Structures;to a lawful point of discharge via the yard drainage or roof water systems installed as a part of the dwelling house construction on the Land.

28.2 No objection by Buyer

Subject to any right of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in this clause 28.

28.3 No merger

This clause 28 does not merge on settlement or termination of this Contract.

29 Development of Estate

29.1 Development of Estate

The Buyer acknowledges that:

- (1) the Land forms part of the Estate, which will be progressively developed in stages over time;
- (2) the Estate may not be completely developed by the date of Registration or the Settlement Date;
- (3) the timing for commencement and completion of each stage of the development of the Estate will be determined by the Seller acting reasonably;
- (4) parts of the Estate may be consolidated, subdivided or left as they are or sold by the Seller acting reasonably and may be used for any permissible purpose under the relevant planning legislation;
- (5) the Seller may review at any time the proposed development of the Estate including:
 - (a) the configuration, size, density, nature and use of the lots or proposed lots within the Estate; and
 - (b) the name of roads and parks within the Estate shown on any plan or document, and any document showing the proposed development of the Estate may be modified as a result of such review;
- (6) the Seller may, acting reasonably alter proposals for the development of the Estate including by applying for parts of the Estate to be rezoned to allow those parts to be used for purposes not currently permissible and the Seller makes no warranty or representation that the Estate will be constructed in the form contemplated under any current development approval or under any existing development restrictions;
- (7) without limiting clauses 29.1(5) or 29.1(6), the Seller makes no warranty or representation as to:
 - (a) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
 - (b) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

29.2 Development Activities

As a result of the matters outlined in clause 29.1, the Land, the Buyer and occupiers of the Land may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (1) noise, dust, vibration and disturbance to the occupiers of the Land within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (2) temporary obstruction or interference with any Services or other services to the Land;
- (3) access to the Land being temporarily diverted during the course of the Development Activities;
- (4) construction traffic adjacent to or passing by the Land;
- (5) construction waste being located near or in close proximity to the Land;
- (6) damage to driveways, landscaping or footpaths within the Estate;
- (7) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (8) other disruptions, disturbances or inconveniences associated with the Development Activities.

29.3 Roads

The Seller discloses that:

- (1) the Seller intends to dedicate roads within the Estate to the Council or other relevant Authority in stages;
- (2) roads within the Estate may be closed or gated and access restricted (but not to the Property) while the Seller undertakes the Development Activities;
- (3) use of the roads within the Estate will be shared with construction traffic while the Seller undertakes the Development Activities;
- (4) the Seller may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (5) the configuration of roads within the Estate has not been finalised and the Seller may vary the location of roads or the manner of managing traffic on them.

29.4 Selling and Leasing Activities

Until the Seller completes the sale of all proposed residential and other lots within the Estate, the Seller and persons authorised by the Seller are entitled to and will conduct Selling and Leasing Activities.

29.5 Address of the property

The Seller discloses that the address of the Property at completion may be different from the address of the Property shown on the front page of this Contract or any address shown in the Plan.

29.6 No objection by Buyer

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not:

- (1) Object because of anything in connection with any of the matters dealt with in this clause 29; or

- (2) make any Claim or seek to enforce any judgment or order against the Seller or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent Authority approvals or lawful requirements.

29.7 No merger

This clause 29 does not merge on settlement or termination of this Contract.

30 No caveat

- (1) Unless this Contract is an instalment contract under section 74 of the Property Law Act 1974 (Qld), the Buyer must not lodge or permit to be lodged any caveat affecting the Property or the Seller's surrounding land (including any part of the Estate).
- (2) Any caveat to be lodged in respect of an instalment contract must relate only to the Property.
- (3) The Buyer must complete this Contract even if a caveat has been lodged over the Property by any person claiming through or under the Buyer.

31 Personal property securities register

- (1) Any Security Interest registered in respect of the Seller under the PPSA is not an Encumbrance for the purposes of this Contract.
- (2) The Buyer must not Object to any Security Interest and the Buyer agrees that the Seller is not required to:
 - (a) release or otherwise discharge any Security Interest; or
 - (b) produce to the Buyer a deed of release of the Property (or any part of the Property) from the Security Interest at or prior to settlement.

32 Seller's right to transfer Property

The Seller may transfer its interest in the Property and assign its rights and obligations under this Contract without the Buyer's consent. If the Seller does so, then:

- (1) subject to the Seller's contractual, statutory or legal obligations, and in circumstances where it is reasonably practicable, the Seller must give the Buyer 15 Business Days' written notice prior to any assignment, and in all other circumstances must advise the Buyer of the assignment as soon as reasonably practicable after the assignment has occurred;
- (2) the terms of this Contract (including any Guarantee) will remain binding on the Buyer and the Guarantor and will be enforceable by the assignee or transferee;
- (3) the original Seller will be released from all obligations (including those arising prior to the transfer and assignment) under this Contract on delivery to the Buyer of a deed of covenant or a deed of novation signed by the assignee or transferee agreeing to be bound by the Seller's obligations under the Contract; and

- (4) the Buyer will not Object to any reasonable methods employed by the Seller in its endeavours to sell other land including, the use or placement of signs, provided that the Seller does not unreasonably interfere with the Buyer's use of the Property.

33 No assignment by Buyer

- (1) The Buyer's interest in this Contract is not assignable and the Buyer may not nominate another party to purchase the Property without the prior written consent of the Seller, which may not be unreasonably withheld but may be conditioned by the Seller taking into account the individual circumstances of the proposed assignee or nominee or the proposed assignment or nomination (including requiring the Buyer to enter into a re-sale deed or deed of assignment and requiring the Buyer to pay any stamp duty payable in respect of this Contract despite the assignment or nomination)
- (2) Despite clause 33(1), the Buyer may enter into a contract to on-sell the Property to a third party provided that:
- (a) the Buyer must complete this Contract with the Seller prior to completion of the on-sale contract;
 - (b) the on-sale contract does not relieve the Buyer from any of its obligations under this Contract;
 - (c) the Buyer must not use any of the Seller's marketing materials or other intellectual property in relation to the on-sale;
 - (d) the Buyer must pay any stamp duty payable in respect of this Contract despite the on-sale; and
 - (e) the Buyer complies with its obligations in clause 26.5 in relation to the Re-Sale Deed.

34 Confidentiality

- (1) The parties agree that the matters set out in this Contract are strictly confidential.
- (2) Subject to clause 34(3), the parties must not disclose the terms or contents of this Contract to any third party except:
- (a) where required by law or a stock exchange; or
 - (b) where required to allow the party to perform its obligations under this Contract; or
 - (c) to the party's employees, auditors, legal advisors, accountants, agents, contractors or financiers or its financiers' legal advisors; or
 - (d) with the consent of the other party.
- (3) The Buyer consents to the Seller, subject to the Seller complying with any applicable laws:
- (a) disclosing the terms or contents of this Contract to:

- (i) any third party providing electronic signature technology or digital transaction services to the Seller in connection with this Contract; or
 - (ii) any potential buyer of the Seller's interest in the Property; and
- (b) making any announcement it considers appropriate in relation to the Seller or its business which may include information relating to this Contract.

35 Personal Information

- (1) The Buyer:
- (a) acknowledges the Seller has collected Personal Information of the Buyer for the purposes set out in the Privacy Policy;
 - (b) subject to the Seller complying with any applicable laws, consents to the Seller using, storing, disclosing and otherwise handling the Buyer's Personal Information in accordance with the Privacy Policy;
 - (c) subject to the Seller complying with any applicable laws, consents to the Seller disclosing the Personal Information of the Buyer that it has collected:
 - (i) the parties disclosed in the Privacy Policy to whom the Seller may disclose Personal Information;
 - (ii) PEXA or any other electronic lodgement network operator;
 - (iii) the owner of land adjoining the Property (**Adjoining Owner**) upon receiving a request from the Adjoining Owner, for the purpose of any notice which the Adjoining Owner wishes to issue to the Buyer pursuant to the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld) in relation to fencing work and such disclosure to only comprise of the Buyer's name, address, telephone number(s) and/or email address;
 - (iv) any person or authority as reasonably required to comply with the Seller's obligations under this Contract (including its insurers, agents, employees, contractors, sub-contractors, and related parties); and
 - (v) any person or company engaged or appointed by the Seller to provide customer relations services or other services to the Seller in connection with this Contract or relating to the Estate.
- (2) Save for entering into contractual terms that require recipient third parties referred to in clause 35(1)(c) (other than related bodies corporate of the Seller) (**Recipient Third Parties**) to comply with any applicable laws, the Buyer acknowledges that the Seller has no control over how the Recipient Third Parties may use, store, disclose or otherwise handle the Buyer's Personal Information which has been disclosed to them.
- (3) To the extent permissible by law, the Seller is not liable for and the Buyer releases the Seller from all Claims arising from or in connection with how the Recipient Third Parties use, store, disclose or otherwise handle the Buyer's Personal Information.

36 GST

36.1 Construction

In this clause 36:

- (1) words and expressions which are not defined in this Contract but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (2) GST Act has the same meaning as defined in clause 1.1 of the REIQ Terms; and
- (3) GST Law has the meaning given to that expression in the GST Act.

36.2 Consideration and GST

- (1) The Purchase Price includes any GST payable on the supply of the Property to the Buyer under or in connection with this Contract.
- (2) For any other supply under this Contract, unless expressly stated, all prices and other sums payable or consideration to be provided under this Contract for those supplies are exclusive of GST.

36.3 Margin scheme (if applicable)

- (1) On the basis that the Seller considers that it is eligible to apply the margin scheme in accordance with Division 75 of the GST Act to determine the GST payable on the supply of the Property, subject to clause 36.3(2), the parties agree that the margin scheme is to apply to the supply of the Property.
- (2) Despite clause 36.3(1), if:
 - (a) the Seller is not eligible to apply the margin scheme to the supply of the Property (despite any belief of the Seller to the contrary); or
 - (b) on or before settlement, the Seller serves written notice on the Buyer that the Seller does not wish to apply the margin scheme to the supply of the Property,then the parties agree that the margin scheme does not apply to the supply of the Property.
- (3) For the purposes of clause 36.3(2)(b), the parties agree that if the Seller issues a settlement adjustment statement or settlement statement to the Buyer in which the margin scheme is not applied to determine the GST payable on the supply of the Property, the Buyer will be taken to have been served the written notice referred to in clause 36.3(2)(b).

36.4 Payment of GST

Except where the consideration for the supply expressly includes GST, if GST is payable on any supply made under this Contract, the recipient will pay the supplier an additional amount equal to the GST payable on the supply.

36.5 Timing of GST payment

The recipient will pay the amount referred to in clause 36.4 in addition to and at the same time and in the same manner that the consideration for the supply, or the first part of the consideration for the supply as appropriate, is to be provided under this Contract.

36.6 Tax invoice

- (1) Subject to clause 36.6(2), if any part of the consideration to be provided by the recipient under this Contract is consideration for a taxable supply, on request the supplier must provide the recipient with a tax invoice at or before the time that consideration for the supply is to be provided. In relation to any GST payable as part of the Purchase Price, the Buyer acknowledges and agrees that the settlement adjustment statement or settlement statement (as the case may be) is deemed to be the tax invoice.
- (2) The Seller will not provide the Buyer with a tax invoice to the extent the margin scheme applies to a supply made under this Contract.

36.7 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this Contract, the consideration to be paid or provided will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

36.8 Reimbursements

Where a party is required under this Contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (1) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (2) if the payment or reimbursement is subject to GST, an amount equal to that GST.

36.9 GST Withholding

- (1) The Buyer must provide the Seller with any information reasonably requested by the Seller to enable it to determine whether any supply by the Seller under this Contract will give rise to an obligation on the Buyer to remit the GST Withholding Amount.
- (2) The Seller will provide a written notice to the Buyer as required in accordance with section 14-255 of Schedule 1 to the TAA prior to Completion (**Seller Notification**).
- (3) This clause 36.9(3) applies if the Seller Notification confirms that the Buyer is required to remit the GST Withholding Amount.
 - (a) Subject to having received the Seller Notification pursuant to clause 36(2), the Buyer must
 - (i) lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TAA (**Buyer Notification**), no later than 5 Business Days prior to Completion;
 - (ii) if the Seller Notification is provided to the Buyer less than 5 Business Days prior to Completion, the Buyer must lodge the Buyer Notification with the ATO within 1 Business Day of receiving the Seller Notification; and
 - (iii) direct the ATO in the Buyer Notification to communicate with the Buyer via email.

- (b) The Buyer must provide written evidence of lodgement of the Buyer Notification to the Seller within 1 Business Day of the Buyer Notification being lodged with the ATO, including providing to the Seller:
 - (i) a copy of the Buyer Notification; and
 - (ii) a copy of any receipt together with any payment reference number and lodgement reference number received by the Buyer from the ATO in response to the Buyer Notification.
- (c) At the direction of the Seller as stipulated in the Seller Notification, the Buyer must provide the Seller (or the Seller's nominee) with a settlement cheque on or before Completion that is payable to the Deputy Commissioner of Taxation for the amount of the GST Withholding Amount.
- (d) If the Buyer provides a settlement cheque in accordance with clause 36.9(3)(c), the Seller:
 - (i) undertakes to send that cheque to the ATO within 10 Business Days of Completion; and
 - (ii) will provide the Buyer with a receipt for that cheque within a reasonable period from Completion.
- (e) If the Buyer does not comply with its obligations under this clause, the Seller can delay Completion until such time as the Seller is satisfied that the Buyer has complied or will comply with its obligations under this clause.
- (f) Where the parties have elected to settle electronically through the electronic platform provided by PEXA:
 - (i) the Buyer acknowledges and agrees that the Seller will create the destination line in the electronic workspace for the GST Withholding Amount; and
 - (ii) if the payment of the GST Withholding Amount to the ATO is made by the Buyer through that electronic platform, clauses 36.9(3)(c) and (d) do not apply.
- (g) If and to the extent that, in addition to the Buyer Notification, the Buyer is required to notify the ATO of Completion or any other transaction details the Buyer must:
 - (i) complete and electronically submit such notification (including Form 2) to the ATO promptly following Completion, or such other earlier time as required by the ATO; and
 - (ii) promptly after receiving a receipt from the ATO for such notification notify the Seller in writing of such notification including providing a copy of that ATO receipt.
- (h) The Buyer indemnifies the Seller for all costs, interest and penalties incurred by the Seller following a failure of the Buyer to comply with its obligations under this clause.
- (i) Subject to the Buyer complying with its obligations under this clause, the parties agree that the Buyer's payment of the GST Withholding Amount in

accordance with this clause will satisfy the Buyer's obligation to pay a portion of the consideration under this Contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the Buyer does not comply with this clause, the Seller retains the right to payment of the full consideration payable under this Contract.

- (j) In this clause:
 - (i) **ATO** means the Australian Taxation Office and includes a reference to the Commissioner of Taxation and Deputy Commissioner of Taxation, and vice versa, as required;
 - (ii) **Completion** means the Settlement Date;
 - (iii) **Form 2** means "Form 2: GST property settlement date confirmation" provided on the ATO website, or any such equivalent form as notified by the ATO;
 - (iv) **TAA** means the Taxation Administration Act 1953 (Cth);
 - (v) **settlement cheque** means bank cheque.

37 Foreign resident capital gains withholding payment

37.1 Application of clause

This clause 37 applies in lieu of clauses 2.5(3) and 2.5(4) of the REIQ Terms if:

- (1) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
- (2) an ATO Clearance Certificate is attached to this Contract.

37.2 ATO Clearance Certificate

- (1) The Buyer acknowledges and agrees that attached to this Contract is an ATO Clearance Certificate which is current as at the Contract Date.
- (2) The Buyer has satisfied itself in relation to the ATO Clearance Certificate provided by the Seller in respect of the following matters:
 - (a) the ATO Clearance Certificate applies to the Seller;
 - (b) the Contract Date falls within the period for which the ATO Clearance Certificate is issued; and
 - (c) the Seller is not required to issue the Buyer with a further ATO Clearance Certificate on or before settlement.

37.3 Buyer not to withhold

On settlement, the Buyer must not withhold any amount from the Purchase Price pursuant to Subdivision 14-D of the Withholding Law.

37.4 No ATO Clearance Certificate required

If this clause 37 does not apply by virtue of the sale being an excluded transaction under section 14-215 of Schedule 1 of the TA Act, the Buyer agrees that:

- (1) the Seller is not required to deliver an ATO Clearance Certificate to the Buyer before completion; and
- (2) at completion, the Buyer must not deduct any amount from the Purchase Price to withhold in accordance with Subdivision 14-D of Schedule 1 to the TA Act.

37.5 No objection

The Buyer must not Object to the matters dealt with in this clause 37.

38 Electronic Settlement

38.1 Application of clause

- (1) This clause 38 applies if all Parties agree to an Electronic Settlement or if Conveyancing Transactions are required at Law to be conducted through an ELN.
- (2) For the purposes of clause 38.1(1):
 - (a) at any time prior to the creation of an Electronic Workspace by the Seller, a Party may agree to an Electronic Settlement by giving the other Party a written notice specifying that Party's agreement to an Electronic Settlement; or
 - (b) where an Electronic Workspace has been created by the Seller, a Party is taken to have agreed to an Electronic Settlement:
 - (i) in respect of the Seller, by inviting the Buyer to join the Electronic Workspace; and
 - (ii) in respect of the Buyer, by accepting the Seller's invitation to join the Electronic Workspace.
- (3) Subject to clause 38.1(4), this clause 38 ceases to apply if a Party gives a written notice to the other Party that it can no longer proceed with an Electronic Settlement.
- (4) A notice under clause 38.1(3) may not be given:
 - (a) later than 3 Business Day before the Settlement Date; or
 - (b) if it is a requirement at Law that Conveyancing Transactions must be conducted through an ELN.

38.2 Electronic Workspace

- (1) The Parties agree that the Electronic Settlement will be conducted in an Electronic Workspace created by the Seller.
- (2) The Seller will create an Electronic Workspace in relation to this transaction within a reasonable period prior to the Settlement Date.
- (3) As soon as reasonably practicable after accepting an invitation from the Seller to join the Electronic Workspace, the Buyer must invite the Financial Institution (if any), who is to provide finance to the Buyer in relation to its purchase of the Land, to join the Electronic Workspace.
- (4) Each Party must:
 - (a) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and

- (b) do all things required to be done by the Party in the Electronic Workspace to effect Electronic Settlement in accordance with this Contract.
- (5) A Party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other Party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- (6) In the event that the Buyer changes its Representative, the Buyer must:
 - (a) ensure that the Buyer's Representative promptly withdraws from the Electronic Workspace;
 - (b) provide the Seller with the contact details for the Buyer's replacement Representative; and
 - (c) ensure that the Buyer's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.
- (7) Without limiting clause 38.2(5), the Seller is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 38.2(6).

38.3 Settlement Time and locking of Electronic Workspace

- (1) The Seller will nominate the Settlement Time:
 - (a) if the Land is a lot in a registered plan, as soon as reasonably practicable after the Seller has created the Electronic Workspace; or
 - (b) if the Land is a lot in an unregistered plan, as soon as reasonably practicable after a separate freehold title for the Land has been created.
- (2) If the Parties cannot agree on the Settlement Time, the Settlement Time to be nominated in the Electronic Workspace is 12.00 pm.
- (3) A Party may not exercise any right under this Contract or at Law to terminate this Contract during the period of time the Electronic Workspace is locked for Electronic Settlement.

38.4 Electronic Settlement

- (1) In respect of an Electronic Settlement:
 - (a) the Buyer is taken to have complied with clause 5.2(1) of the REIQ Terms by preparing and Digitally Signing an electronic transfer in the Electronic Workspace before the Settlement Date;
 - (b) the Seller is taken to have complied with clauses 5.3(1)(a), (b), (c), (d) and(e) of the REIQ Terms if, at settlement, the Electronic Workspace contains:
 - (i) the electronic transfer which has been Digitally Signed by the Seller; and
 - (ii) any other electronic document which is required to be provided by the Seller for the electronic lodgement of the transfer in the Queensland Titles Office;
 - (c) clauses 5.1(2) and 5.2 do not apply; and

- (d) if there is any Access Device or any document or thing not suitable for Electronic Lodgement, the Buyer may collect the Access Device or other document or thing from the Seller or the Seller's Representative (as applicable) after settlement.
- (2) The Buyer acknowledges and agrees that the Seller is not required to provide the Buyer with the original certificate of title for the Land.
- (3) Settlement occurs when the Electronic Workspace records that Financial Settlement has occurred.
- (4) If settlement does not occur at the Settlement Time, the Parties must do all things reasonably necessary to effect settlement electronically on the same day or on the next Business Day.

38.5 Systems inoperative

- (1) Neither Party is in default under this Contract, if settlement does not occur at the Settlement Time because a computer system operated by the Queensland Titles Office, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Financial Institution involved in the transaction is inoperative.
- (2) In the event that the computer system operated by the Queensland Titles Office is inoperative at the Settlement Time, the Parties agree to proceed to Financial Settlement notwithstanding the unavailability of electronic lodgement with the Queensland Titles Office.

38.6 Costs

Each Party must pay its own fees and charges in connection with the Electronic Settlement including any fees and charges payable to PEXA or the Queensland Titles Office.

38.7 Inconsistency

To the extent there is any inconsistency between this clause 38, the REIQ Terms and any other clause of this Contract, this clause 38 prevails over the REIQ Terms and any other clause to the extent of the inconsistency.

38.8 Definitions

In this clause 38:

Access Device means:

- (1) each key and security device which enables access to the Property; and
- (2) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

Conveyancing Transactions has the meaning given to it in the ECNL.

Digitally Sign has the meaning given to it in the ECNL.

ECNL means the Electronic Conveyancing National Law (Qld).

Electronic Settlement means a settlement which is conducted using an ELN in accordance with the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

ELN has the same meaning given to it in the ECNL.

Financial Institution means a financial institution as defined in section 3 of the *Cheques Act 1986* (Cth).

Financial Settlement means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the Parties.

Participation Rules means the rules relating to the use of an ELN as determined by the relevant Authority pursuant to section 23 of the ECNL.

Party means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

Representative means a person who is either a legal practitioner or conveyancer and who has been appointed to act for a Party in relation to transaction contemplated by this Contract.

Settlement Time means the time of day on the Settlement Date when the Electronic Settlement is to occur, as nominated in accordance with clause 38.3(1) or otherwise agreed by the Parties.

39 Electronic Contract

Unless otherwise requested by the Buyer (acting reasonably) this Contract will be executed and exchanged by electronic means using an electronic platform which is subscribed to by the Seller.

40 FIRB Approval

40.1 Application of clauses

If the "FIRB Approval required" section in the Reference Schedule:

- (1) is marked "NO" then clause 40.2 applies;
- (2) is marked "YES" then clauses 40.3 and 40.4 apply;
- (3) has no choice marked, then it is taken to be marked "YES" and clauses 40.3 and 40.4 apply;
- (4) has both choices marked, then it is taken to be marked "YES" and clause 40.3 and 40.4 apply; and
- (5) clause 10.2 of the REIQ Terms is deleted.

40.2 FIRB Approval – No

- (1) The Buyer warrants at the Contract Date and again at completion that the Buyer is:
 - (a) not a foreign person for the purposes of the FATA Legislation; and
 - (b) not required to give notice to the Treasurer under section 81(1) of the FATA.
- (2) The warranty in clause 40.2(1) is an essential term of this Contract, a breach of which entitles the Seller to terminate.

- (3) The Buyer acknowledges that the Seller has entered into this Contract in reliance on this warranty.
- (4) The Buyer is liable for and indemnifies the Seller on demand against any Claims suffered or incurred by the Seller in connection with or arising from a breach of the warranty in clause 40.2(1).

40.3 FIRB Approval – Yes

- (1) With the exception of this clause 40.3, clauses 2.2, 2.3 and 2.4 of the REIQ Terms and clause 18 [*Guarantee*], this Contract is subject to and conditional on the Buyer receiving FIRB Approval on or before the FIRB Approval Date. All other provisions only have effect from the date the Buyer receives FIRB Approval.
- (2) For the avoidance of any doubt, the parties acknowledge and agree that no obligation under this Contract on the Seller to sell, or right of the Buyer to buy, the Property is binding on the parties until the Buyer has received FIRB Approval.
- (3) The Buyer must, at the Buyer's cost:
 - (a) within 10 Business Days from the Contract Date:
 - (i) make an application to the Treasurer in accordance with section 81 of the FATA in respect of the purchase of the Property by the Buyer (**Application**);
 - (ii) pay the applicable fee in respect of the Application to the Treasurer; and
 - (iii) provide evidence to the Seller of the Buyer's compliance with clauses 40.3(3)(a)(i) and 40.3(3)(a)(ii), including a copy of the Application;
 - (b) use best endeavours to obtain FIRB Approval as expeditiously as possible and in any event on or before the FIRB Approval Date; and
 - (c) provide the Treasurer with all information the Treasurer requires (and signing all documentation required) to make a decision under the FATA Legislation.
- (4) The Buyer must serve notice of FIRB Approval within 3 Business Days after the Buyer receives FIRB Approval and provide the Seller with a copy of the FIRB Approval.
- (5) The Buyer must serve notice within 3 Business Days after the Buyer:
 - (a) receives an indication that the Buyer will not, or may not, obtain FIRB Approval; or
 - (b) receives formal notification that FIRB Approval will not be given; or
 - (c) does not receive FIRB Approval by the FIRB Approval Date,and provide the Seller with copies of all correspondence in relation to the Application.
- (6) Clause 40.3(3) and clause 40.3(5) are essential terms of this Contract and a breach of either or both of them entitles the Seller to terminate by serving a notice.
- (7) If the Buyer complies with the Buyer's obligations under clause 40.3(3) and serves a notice as required under clause 40.3(5), then this Contract is rescinded and the

provisions of clause 2.4 of the REIQ Terms applies, except that the Seller can retain from the Deposit any reasonable administration costs incurred by the Seller.

- (8) On the Seller's request, the Buyer must inform the Seller of the progress of the Application and provide the Seller with copies of all correspondence in relation to the Application.
- (9) The Buyer is not required to comply with the provisions of clause 40.3(3) if, within 5 Business Days of the Contract Date, the Buyer provides evidence to the satisfaction of the Seller, in the Seller's absolute discretion, that the Buyer does not require FIRB Approval but the Buyer must pay the Seller's solicitors' reasonable legal costs of reviewing that evidence.
- (10) If the Buyer complies with the Buyer's obligations under clause 40.3(3) and the Buyer has not received any correspondence from the Treasurer regarding the Application on or before the FIRB Approval Date, the Buyer may, by written notice to the Seller, request the Seller to extend the FIRB Approval Date. The Buyer may request an extension of the FIRB Approval Date under this clause 40.3(9) more than once.
- (11) Upon written request from the Buyer under clause 40.3(9), the Seller may extend the FIRB Approval Date by any number of days. The Seller must act reasonably when considering the Buyer's request under clause 40.3(9) but is not obliged to extend the FIRB Approval Date.
- (12) The Seller can, irrespective of whether or not the Buyer has made a request under clause 40.3(9), serve a notice on the Buyer extending the FIRB Approval Date by any number of days specified in that notice. The Seller may issue a notice extending the FIRB Approval Date under this clause 40.3(11) more than once.

40.4 Compliance with FIRB Approval conditions

- (1) The Buyer must use best endeavours to comply with the conditions of the FIRB Approval which has been obtained, if any are imposed.
- (2) The Buyer indemnifies the Seller on demand against all Claims arising from or in connection with the Buyer's failure to comply with clause 40.4(1).
- (3) This clause 40.4 does not merge on completion of this Contract.

41 General

41.1 Governing law

This Contract is governed by and must be construed according to the Law applying in Queensland.

41.2 Jurisdiction

Each party irrevocably:

- (1) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Contract; and

- (2) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 41.2(1).

41.3 Variation

A provision or right created under this Contract cannot be varied except in writing signed by or on behalf of the parties.

41.4 Indemnities

- (1) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Contract.
- (2) Unless otherwise specified in this Contract, it is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

41.5 Stamp duty and registration fees

- (1) The Buyer must pay all stamp duty on this Contract and on any guarantee, deed or other document contemplated by this Contract and any registration fees relating to the transfer of the Property to the Buyer. The Buyer indemnifies the Seller in respect of any stamp duty and registration fees.
- (2) If the Seller is required to pay any stamp duty, the Seller may recover the amount paid from the Buyer (and/or Guarantor) as a liquidated debt.

41.6 Waiver

- (1) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Contract by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Contract.
- (2) Any waiver or consent given by any party under this Contract will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (3) No waiver of a breach of any term of this Contract will operate as a waiver of another breach of that term or of a breach of any other term of this Contract.

41.7 Counterparts

- (1) This Contract may consist of a number of counterparts and the counterparts taken together constitute one document.
- (2) The exchange of executed counterparts by facsimile or email (or a combination of facsimile and email) will create a binding agreement.
- (3) For the purposes of the Electronic Transactions (Queensland) Act 2001, the parties acknowledge and confirm they have consented to being given information (including this Contract) by electronic communication.

42 Commercial interests

- (1) The Seller discloses and the Buyer acknowledges that many provisions contained in this Contract are reasonably necessary to protect the Seller's legitimate commercial interests by providing the Seller with sufficient flexibility in relation to:
 - (a) design and services changes and the like;
 - (b) the ultimate form of the Estate including the configuration, size, nature and use of the lots or proposed lots within the Estate;
 - (c) the impact of changing demands for residential and commercial properties and different types of residential and commercial properties; and
 - (d) compliance with requirements of Authorities,which may arise during the course of the Seller's development of the Estate having regard to the nature and current state of the Seller's development of the Estate, including:
 - (e) the reservation of the Seller's rights to extend the Development Approval Date and/or Sunset Date under clause 19.4;
 - (f) the reservation of the Seller's rights to make alterations to the property and the Plan contained in clause 19.7;
 - (g) the reservation of the Seller's rights to create easements or other encumbrances over the Land contained in clause 19.7;
 - (h) the reservation of the Seller's rights in relation to services and the like contained in clause 21; and
 - (i) the restriction on the Buyer's rights to Object contained in this Contract (subject to any applicable laws, including the Australian Consumer Law).
- (2) The provisions identified in this clause 42 as being in the Seller's legitimate commercial interest are not to be construed as being the only provisions within the contract or aspects of the development, which are in the Seller's legitimate commercial interests.

43 Valuation

43.1 Application of clause

This clause 43 only applies if:

- (1) the Land is a lot in an unregistered Plan as at the Contract Date; and
- (2) clause 3 of the REIQ Terms applies to this Contract.

43.2 Conditional upon Satisfactory Valuation

This Contract is subject to and conditional on the Buyer obtaining a Satisfactory Valuation by the Valuation Date in accordance with this clause 43.

43.3 Valuation

- (1) Once the Seller has notified the Buyer that the Land is available for conducting a Valuation, the Buyer must promptly:
 - (a) Notify their Financier that a Valuation can be conducted on the Land;
 - (b) Do everything reasonably required by their Financier in order for their Financier to procure a Valuation; and
 - (c) By 5.00 pm on the Valuation Date, give notice to the Seller that:
 - i. a Satisfactory Valuation has been obtained and that clause 43.2 is satisfied; or
 - ii. the Buyer waives the benefit of this clause 43; or
 - iii. the Valuation obtained by the Financier is not a Satisfactory Valuation, with such notice given strictly in accordance with clause 43.4.
- (2) If the Buyer does not give the Seller a notice in accordance with clause 43.3(1)(c) then the Buyer waives the benefit of this clause 43 and the Contract is unconditional in this regard.

43.4 Buyer's right to terminate – Unsatisfactory Valuation

The Buyer may terminate this Contract by providing both of the following to the Seller by 5.00 pm on the Valuation Date:

- (1) Written notice that the Valuation obtained by the Financier is not a Satisfactory Valuation and that it elects to terminate this Contract; and
- (2) Written evidence issued by the Financier that the Valuation is not a Satisfactory Valuation. For the avoidance of doubt:
 - (a) An email or letter issued by the Financier to either the Buyer or the Buyer's broker confirming the Valuation result was not a Satisfactory Valuation will be satisfactory evidence for the purposes of this clause 43.4; and
 - (b) An email or letter issued by the Buyer's broker is not satisfactory evidence for the purposes of this special condition.

43.5 Deposit

Should the Buyer lawfully terminate this Contract in accordance with clause 43.4, this Contract will be at an end and the Deposit and any other monies paid by the Buyer to the Seller or the Deposit Holder will be refunded to the Buyer in full and neither party will have any further Claim against the other.

43.6 Definitions

In this clause:

Satisfactory Valuation means a Valuation which identifies the market value of the Land as being greater than or equal to 95% of the Purchase Price.

Valuation means an appraisal of the market value of the Land conducted or procured by the Buyer's Financier.

Valuation Date means the date which is 14 days from the date the Seller notifies the Buyer that the Land is accessible for valuation.

Annexure B – Additional Special Conditions (including project specific conditions)



Providence Project Specific Conditions (Stage 18a – Providence West)

44. Additional Definitions

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

Acoustic Report means the Proposed Residential Subdivision 633, 695 & 787-815 Ripley Road, Ripley Acoustic Report dated 30 September 2024, prepared by Acoustic Works, which is attached to this Contract.

Adjoining Lot means a lot which shares a common boundary with the Land.

Approving Authority means the Minister for Economic Development Queensland.

Bushfire Management Plan means the bushfire management plan prepared by Bushfire Hazard Assessment – Technical Memorandum dated August 2024, which is attached to the Contract (as amendment from time to time in accordance with the requirements of the development approval(s) applying to the Estate.

Fencing Plan means the fencing plan attached to this Contract.

Future Train Line means the train line that is, or may be, built in proximity of Stage 18a – Providence West of the Estate.

Landscaping Works means any landscaping works including works ancillary to or associated with the landscaping works to be carried out by the Buyer in accordance with the Plan of Development and Design Essentials.

Local Government means Ipswich City Council.

Multiple Dwelling Unit means duplex dwelling and / or other multiple occupancy construction (including terrace houses, granny flats and dual key / dual or multiple occupancy dwellings).

Plan of Development means the Plan of Development applying to the Land as approved by the Local Government.

Zero Line Lot means a lot on which improvements may be built to the boundary of the lot.

45. Plan of Development

- (1) The Buyer acknowledges receiving a copy of the Plan of Development.
- (2) The Buyer acknowledges that the Land is purchased subject to the Plan of Development and accordingly any dwelling or improvement constructed on the Land in the future must be constructed in accordance with the requirements nominated for the Land (including the relevant setback requirements, driveway location requirements and other requirements nominated for the Land and otherwise the Estate) as shown on the Plan of Development.
- (3) To the extent of any inconsistency between the Design Essentials and the Plan of Development, the Plan of Development prevails.
- (4) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 45.

46. Zero Line Lots

- (1) This condition applies to Lots 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 655, 656, 657, 658, 659, 660, 661, 662 and 663 in Stage 18a - Providence West of the Estate.
- (2) The Buyer acknowledges:
 - (a) Lots 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 655, 656, 657, 658, 659, 660, 661, 662 and 663 in Stage 18a - Providence West of the Estate are optional Zero Line Lots;
 - (b) the Seller has not made any representations or given any warranties regarding any access to the Land from an Adjoining Lot;
 - (c) that Adjoining Lot owner(s) may not be obliged to provide the Buyer or any person authorised by the Buyer access to the Adjoining Lot for the purpose of the Buyer constructing or maintaining an improvement on or to the boundary of the Land and that the Buyer will be required to negotiate and agree on any access arrangements, if required, directly with the Adjoining Lot owner(s);
 - (d) that Adjoining Lots in stages adjacent to Stage 18a - Providence West of the Estate may also be Zero Line Lots;
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 46.

47. Developer Fencing

- (1) This condition applies to Lots 638, 639, 641, 642, 643, 644, 645, 646, 647, 648, and 664 in Stage 18a - Providence West of the Estate in accordance with the Fencing Plan.
- (2) The Buyer acknowledges that the Seller will construct a:
 - (a) "Type 1" 1800mm high in accordance with the Design Essentials along the:
 - (i) northern boundary of Lots 638, 664.
 - (b) "Type 3" 1800mm high in accordance with the Design Essentials along the:
 - (i) southern boundary of Lots 639, 664; and
 - (ii) eastern boundary of Lots 641, 642, 643, 644, 645, 646, 647 and 648.

which fence may be situated wholly or partially within the Land and the Buyer must:

 - (c) keep the fence in good repair and condition (at its cost); and
 - (d) not remove, replace or alter the fence without the prior approval of the Seller and, if required, the Local Government.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 47.

48. Noise amenity

- (1) The Buyer acknowledges:
 - (a) the Land is purchased subject to the Acoustic Report and it must comply with all treatment and building requirements for any dwelling or improvements to be constructed on the Land as set out in the Acoustic Report (if any); and

- (b) noise will affect the Land and the amenity of the Land may be impacted on by noise surrounding the Land as described in the Acoustic Report.
- (2) The Buyer further acknowledges that:
- (a) it should make its own enquiries in relation to the residential amenity impacts and any costs arising as a result of the Acoustic Report and any resulting noise issues in respect of the Land; and
 - (b) the Seller makes no representations and gives no warranties in relation to the costs of compliance with the treatment and building requirements for any dwelling or improvements to be constructed on the Land in accordance with the Acoustic Report or otherwise.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 48.

49. Display Village

- (1) The Buyer acknowledges the Seller or third party builders may construct and operate one or more display villages which includes one or more display homes in the Estate within, or within proximity of Stage 18a – Providence West of the Estate (**Display Village**) and invite the public to a Display Village to promote the Estate.
- (2) The Buyer further acknowledges that the Seller or the third party builder may:
- (a) invite the public to attend the Display Village to promote the Estate; and
 - (b) be required to install or construct facilities to allow for the use and operation of the Display Village including, without limitation, temporary car parking, signage for the Display Village or temporary driveways to the display homes or the Display Village.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to the location, construction or operation of Display Village or any of the matters disclosed in this condition 49.

50. Retail Centre – Medical Centre and Commercial Facilities

- (1) The Buyer acknowledges that:
- (a) medical and commercial facilities may be constructed in the village centre of the Estate, as indicated in the Plan of Development, within proximity of Stage 18a - Providence West; and
 - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the retail and commercial facilities in the village centre of the Estate, including any representation in relation to an anticipated completion timeframe, as indicated within any marketing material or otherwise issued by the Seller or the Seller's Representative.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 50.

51. Proposed school, childcare centre, fast food retail, neighbourhood centre, community centres, parks and sport fields

- (1) The Buyer acknowledges that:
- (a) a school, childcare centre, fast food retail outlet, neighbourhood centre, community centre, parks and sport fields are proposed to be developed within the Estate; and

- (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the proposed school, childcare centre, neighbourhood centre, community centre, parks and sport fields and/or any other development indicated within any marketing material issued by the Seller or the Seller's Representative.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 51.

52. Parks and sport fields

- (1) The Buyer acknowledges that:
- (a) those areas designated as "neighbourhood recreation park and sport fields" on the Plan of Development and which is situated close to the Land is designated for park (which may include a dog park) and greenspace purposes and the Seller makes no representation in respect of any infrastructure or equipment (including toilets, BBQs and children's play equipment) to be constructed or provided in the park;
 - (b) the Seller makes no representation that the park will be completed at Settlement, nor does it make any representation to the anticipated completion timeframe of the park; and
 - (c) at times residential amenity may be impacted by noise and lighting from the park.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 52.

53. Affordable or social housing

- (1) The Buyer acknowledges that:
- (a) as part of the Seller's approvals to develop the Estate, the Seller (or a party nominated by the Seller in its discretion) may be required to deliver affordable and social housing; and
 - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the proposed affordable and social housing.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 53.

54. Future Train Line

- (1) The Buyer acknowledges that:
- (a) there is, or may be, a Future Train Line;
 - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the Future Train Line; and
 - (c) at times residential amenity may be impacted by noise and lighting resulting from the Future Train Line.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 54.

55. Swanbank Waste Facility

- (1) The Buyer acknowledges that the land may be impacted from odour emanating from the Swanbank waste processing facility located within proximity of the estate and that it should

make its own enquiries in relation to the residential amenity impacts and any costs arising as a result of odour issues in respect of the Land.

- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 55.

56. Current, Existing and Future Uses in the area surrounding the Land

- (1) The Buyer acknowledges:
 - (a) it has not relied on any representations by the Seller, its employees, agents, or consultants in relation to the existing and future uses in the area surrounding the Land;
 - (b) it should make its own enquiries in relation to the existing and future uses in the area surrounding the Land.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 56.

57. Special Rates and Charges

- (1) The Buyer acknowledges that the Land falls within an area that may be affected by a future special rate or charge to fund certain services, facilities or activities and a property note will be placed on Ipswich City Council's Land Record noting that such future special rate or charge may be imposed.
- (2) The Buyer further acknowledges the Seller has not made any representations or given any warranties regarding:
 - (a) the types of projects which may be funded by a future special rate or charge; or
 - (b) the amount of any future special rate or charge that will be imposed by the Local Government.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 57.

58. Name of Suburb

- (1) The Buyer acknowledges that the gazetted name of the suburb is "South Ripley".
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 58.

59. Administrative Advice – DSI/OFFSET

- (1) The Buyer acknowledges that a "DSI/OFFSET" administrative advice (being a land valuation act notice) may or may not apply to the Land, and the Land may therefore be sold subject to a "DSI/OFFSET" administrative advice registered on the title.
- (2) The Buyer further acknowledges that irrespective of any "DSI/OFFSET" administrative advice being registered on the title (if at all), a deduction for site improvements or an offset allowance will not apply.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 59.

60. Subdivision after Settlement

60.1 Buyer's representation and warranty

- (1) The Buyer represents and warrants to the Seller that the Buyer will not after Settlement subdivide the Property.
- (2) The Buyer acknowledges that the Seller has entered into this Contract in reliance upon the Buyer's representation and warranty in clause 60.

60.2 Buyer's indemnity

- (1) The Buyer is liable for and indemnifies the Seller from and against all Claims (including legal fees and expenses on a full indemnity basis or a solicitor and own client basis, whichever is higher) incurred by or made against the Seller arising from or in connection with:
 - (a) a breach by the Buyer of its representation and warranty under clause 60(1); or
 - (b) the Buyer's failure to comply with clause 60.3.
- (2) The indemnity in clause 60.2(1) is a continuing obligation, separate and independent from the other obligations of the Buyer and survives termination, completion or expiration of this Contract.
- (3) It is not necessary for the Seller to incur expense or to make any payment before enforcing the right of indemnity conferred by clause 60.2(1) and the Buyer must pay on demand any amount it must pay under the indemnity.

60.3 Disposal by purchaser

- (1) The Buyer agrees that, having regard to the Buyer's representation and warranty in clause 60.1(1) and indemnity in clause 60.2, the Buyer must not sell, transfer or otherwise dispose of the Property without first delivering to the Seller a deed of covenant signed by the incoming buyer, transferee or disponee in favour of the vendor in which the incoming buyer, transferee or disponee:
 - (a) represents and warrants to the Seller that it will not subdivide the Property; and
 - (b) indemnifies the Seller on the same terms as clause 60.2.
- (2) The deed of covenant must include a covenant that if the subsequent buyer, transferee or disponee sells or otherwise disposes of its interest in the Property, the subsequent buyer, transferee or disponee obtains a deed on similar terms including this clause 60.3.
- (3) If requested by the Seller, the Buyer must pay the Seller's reasonable costs and expenses (including any legal costs and expenses) in entering into the deed of covenant.

61. Medium density, terrace houses and mixed use sites

- (1) The Buyer acknowledges and agrees that certain lots within the Estate may be designated by the Seller (in its discretion) or under the Plan of Development as Multiple Dwelling Units.
- (2) Unless the Land is designated by the Seller (in writing) as a Multiple Dwelling Unit under paragraph (1), the Buyer agrees it must not:
 - (a) apply to the Local Government or any other relevant Authority to designate the Land as a Multiple Dwelling Unit; or
 - (b) construct a Multiple Dwelling Unit on the Land.

- (3) The Buyer acknowledges that any lot designated to contain a Multiple Dwelling Unit or having a Multiple Dwelling Unit constructed on it may incur additional headworks payments, and that these must be paid by the buyer of that lot.
- (4) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 61.

62. Proposed Residential Apartments

- (1) The Buyer acknowledges that:
 - (a) the Seller or a third party property developer (unrelated to the Seller) proposes to construct a residential apartment development located in the proximity of the Land (**Proposed Residential Apartments**);
 - (b) the Seller does not make any representations or warranties that the Proposed Residential Apartments or any associated facilities or amenities;
 - 1. will be constructed or completed before or after settlement of this Contract; or
 - 2. will be constructed; and
 - (c) at times, the amenity of the Land may be affected by the construction of the Proposed Residential Apartments, including, without limitation, noise, dust, lighting and, at times, crowding.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 62.

63. Traffic Noise

- (1) The Buyer acknowledges:
 - (a) in the future noise may affect the Land and the amenity of the Land may be impacted on by road (and rail corridor) traffic noise from the Centenary Highway and any other future or planned roads;
 - (b) the Land is purchased subject to the existing and planned road traffic noise impact from the Centenary Highway and any future rail corridor and/or roads;
 - (c) any dwelling or improvement constructed on the Land in the future must be constructed in accordance with Standards Australia AS 3671:1989 so as to achieve the minimum standard for road traffic noise;
- (2) The Buyer further acknowledges:
 - (a) it should make its own enquiries in relation to the residential amenity impacts and any costs arising as a result of the road traffic noise issues in respect of the Land; and
 - (b) the Seller makes no representations and gives no warranties in relation to the costs of compliance with the treatment and building requirements for any dwelling or improvements to be constructed on the Land.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object in relation to any of the matters disclosed in this condition 63.

64. Temporary Sales Office

- (1) The Buyer acknowledges that:

- (a) the Seller proposes to construct and operate a temporary sales office on a lot within the Estate and within proximity to Stage 18a - Providence West (Temporary Sales Office);
 - (b) the Seller makes no representation of any infrastructure, location or the timing for completion for the Temporary Sales Office; and
 - (c) at times the residential amenity may be impacted by noise, lighting or dust from the Temporary Sales Office.
- (1) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 64.

65. Satellite Hospital

- (1) The Buyer acknowledges that.
- (a) a satellite hospital has been developed within the Estate (**Satellite Hospital**);
 - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the Satellite Hospital and/or any other development indicated within any marketing material issued by the Seller or the Seller's Representative.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 65.

66. Landlease Community Site

- (1) The Buyer acknowledges that:
- (a) the Seller proposes to construct and operate a land-lease community facility within the Estate and within proximity to Stage 18a - Providence West (**Landlease Community Facility**);
 - (b) the Seller makes no representation of any timing for completion for the Landlease Community; and
 - (c) at times the residential amenity may be impacted by noise, traffic, lighting other land lease community facility issues.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 66.

67. Proposed Fire and Rescue Station

- (1) The Buyer acknowledges that.
- (a) a Fire and Rescue Station is proposed to be developed within the Estate (**Station**);
 - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the proposed Station and/or any other development indicated within any marketing material issued by the Seller or the Seller's Representative.
- (2) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 67.

68. Landscaping Works Bond

- (1) The Buyer must complete all of the Landscaping Works within three (3) months after the completion of the construction of a dwelling house on the Land.
- (2) As security for the performance of the Buyer's obligations under condition 68(1) above, the Buyer must deliver to the Seller at Settlement by way of electronic transfer the sum of \$1,000.00 ("**Landscaping Bond**").
- (3) Without limiting any other rights the Seller may have in relation to the Buyer's default, including any right to claim damages, the Seller may forfeit the whole of the Landscaping Bond if the Buyer has not completed the Landscaping Works within three (3) months after the completion of construction of a dwelling house on the Land.
- (4) The Seller must refund the balance of the Landscaping Bond to the Buyer following a written application from the Buyer where the Seller is satisfied (acting reasonably) that the Buyer has completed the Landscaping Works within three (3) months after the completion of construction of the dwelling house on the Land.
- (5) If prior to receiving a refund of the Landscaping Bond, the Buyer sells or transfers the Land, the Buyer irrevocably authorises the Seller to refund the Landscaping Bond (or any part of it) to the new buyer or transferee in accordance with the provisions of this condition 68.
- (6) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 68.

69. Bushfire Management Plan

- (1) This condition applies to all of Lots in Stage 18a – Providence West of the Estate.
- (2) The Buyer acknowledges:
 - (a) the Land is located in a hazard zone as described in the Bushfire Management Plan; and
 - (b) receiving a copy of the Bushfire Management Plan prior to entering into the Contract.
- (3) The Buyer further acknowledges that:
 - (c) any dwelling or improvement constructed on Lots in the future must be constructed in accordance with the recommendations and requirements for the Land as set out in the Bushfire Management Plan (if any);
 - (d) it should make its own enquiries about the requirements of the Bushfire Management Plan; and
 - (e) the Seller has not made any representations or given any warranties about the costs of compliance with the requirements as nominated for the Land in the approved Bushfire Management Plan.
- (4) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 69.

70. Water Boost Station

- (1) The Buyer acknowledges that:
 - (a) the Seller will construct water boost station within the neighbourhood park (**Water Boost Station**).

- (b) the Water Boost Station may:
 - (i) be located above and below ground;
 - (ii) be within close proximity to and visible from the Property and parts of the Estate;
 - (iii) generate noise which may be audible from the Property and parts of the Estate; and
 - (iv) generate additional traffic in the area surrounding the Water Boost Station including maintenance vehicles and personnel.
- (c) the Buyer has made its own enquiries and investigations in relation to how the Water Boost Station will affect the Buyer's use and enjoyment of the Property;
- (d) the Seller may not be the owner of the Water Boost Station and any changes to, or any future development of the Water Boost Station are subject to the directions and requirements of the Authorities and the owner of the Water Boost Station.
- (e) The Buyer agrees that it will not Object in relation to any of the matters referred to in this condition 70.

71. Emergency Access Roads

- (1) The Seller may construct an emergency access road through the neighbourhood park located within the proximity of Stage 18a - Providence West (**Emergency Access Road**).
- (2) The Buyer acknowledges that the Emergency Access Road is not for public use.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 71.

72. Pedestrian Connection

- (1) The Seller may construct pedestrian connection between Stages 15 and 17 which may be located within the proximity of Stage 18a - Providence West (**Pedestrian Connection**).
- (2) The Buyer acknowledges that the Pedestrian Connection may generate additional traffic in the area.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 72.

73. Entry Statement

- (1) This condition applies to Lot 526 in Stage 14 - Providence West and is to be read in addition to the obligations set out under condition 73.
- (2) The Buyer acknowledges:
 - (a) the Seller has constructed, or will construct, a fence along the southern boundary of the Land (which is wholly situated within the Land) which displays an entry statement for the Estate (Entry Statement Fence);
 - (b) that the Buyer must:














- (i) keep the Entry Statement Fence in good repair and condition (at its own cost); and
 - (ii) not remove, replace or alter the Entry Statement Fence, or obstruct, remove or alter the entry statement displayed on the Entry Statement Fence, without the prior approval of the Local Government and the Seller.
- (c) the Seller does not make any representations or warranties in relation to the construction or precise location of the Entry Statement Fence and the Buyer satisfied itself in all respects in relation to the Entry Statement Fence prior to entering into this Contract.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 73.

74. Dual occupation

- (1) This condition applies to Lot 639 in Stage 18a – Providence West.
- (2) The Buyer acknowledges that:**
- (a) the Land is designated as a dual occupancy opportunity lot;
 - (b) if the Buyer elects to build a dual occupancy dwelling on the Land:
 - (i) it is responsible for complying with all building and construction requirements to ensure that any dwelling or structure to be constructed on the Land by the Buyer is a dual occupancy dwelling; and
 - (ii) the details of the dual occupancy dwelling or structure to be constructed on the Land by the Buyer must be set out in the Buyer's Plans and Specifications;
 - (c) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the building and construction requirements of the dual occupancy dwelling, or any other representation issued by the Seller or the Seller's Representative.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to any of the matters disclosed in this condition 74.**
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PLAN OF DEVELOPMENT

LEGEND

-  Site Boundary
-  Stage Boundary
-  Primary Frontage (identified on corner and selected Terrace lots only)
-  Road Reserve
-  Indicative PMT Locations
-  Emergency Access (after 100 lots)
-  Future Development
-  Future Development (Balance)
- OPEN SPACE**
-  Additional Planting in Road Reserve
-  Open Space
-  Drainage Reserve
-  Environmental Protection Zone
-  Neighbourhood Park

CLIENT:
STOCKLAND

PROJECT:
PROPOSED RECONFIGURATION
Lot 1 SP 337706 (7010 Ripley Road, Ripley),
Lot 2 SP 337706 (7011 Ripley Road, Ripley), and
Lot 20 SP 337706 (7012 Ripley Road, Ripley).
(formerly lots 1 & 2 on SP326583)

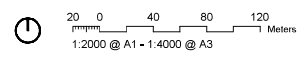
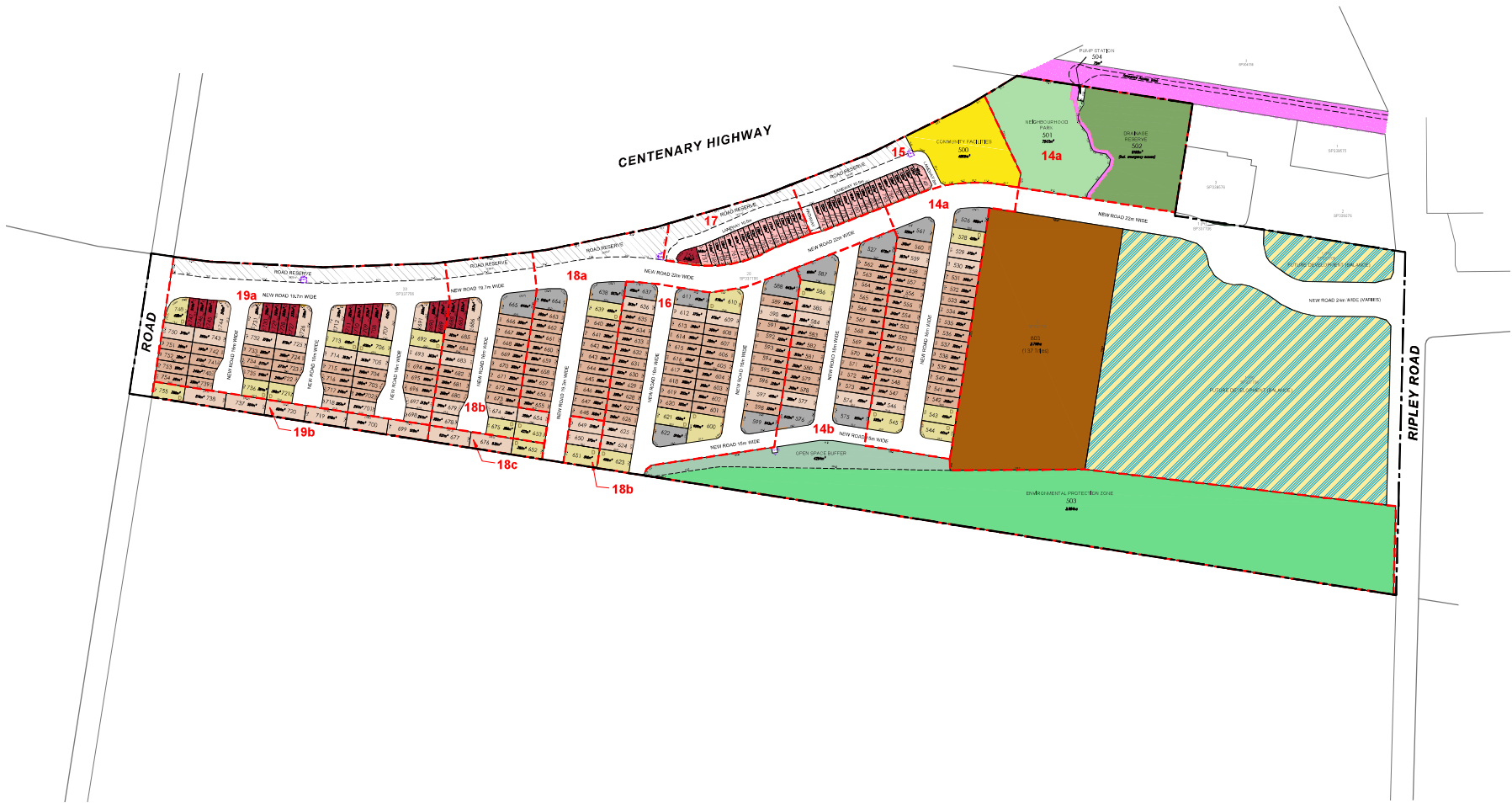
LOCAL AUTHORITY:
**ECONOMIC DEVELOPMENT
QUEENSLAND**

- NOTES:**
1. This plan was prepared for the purpose and exclusive use of Stockland to accompany an application to Economic Development Queensland for approval to reconfigure the land described in this plan and is not to be used for any other purpose or by any other person or corporation.
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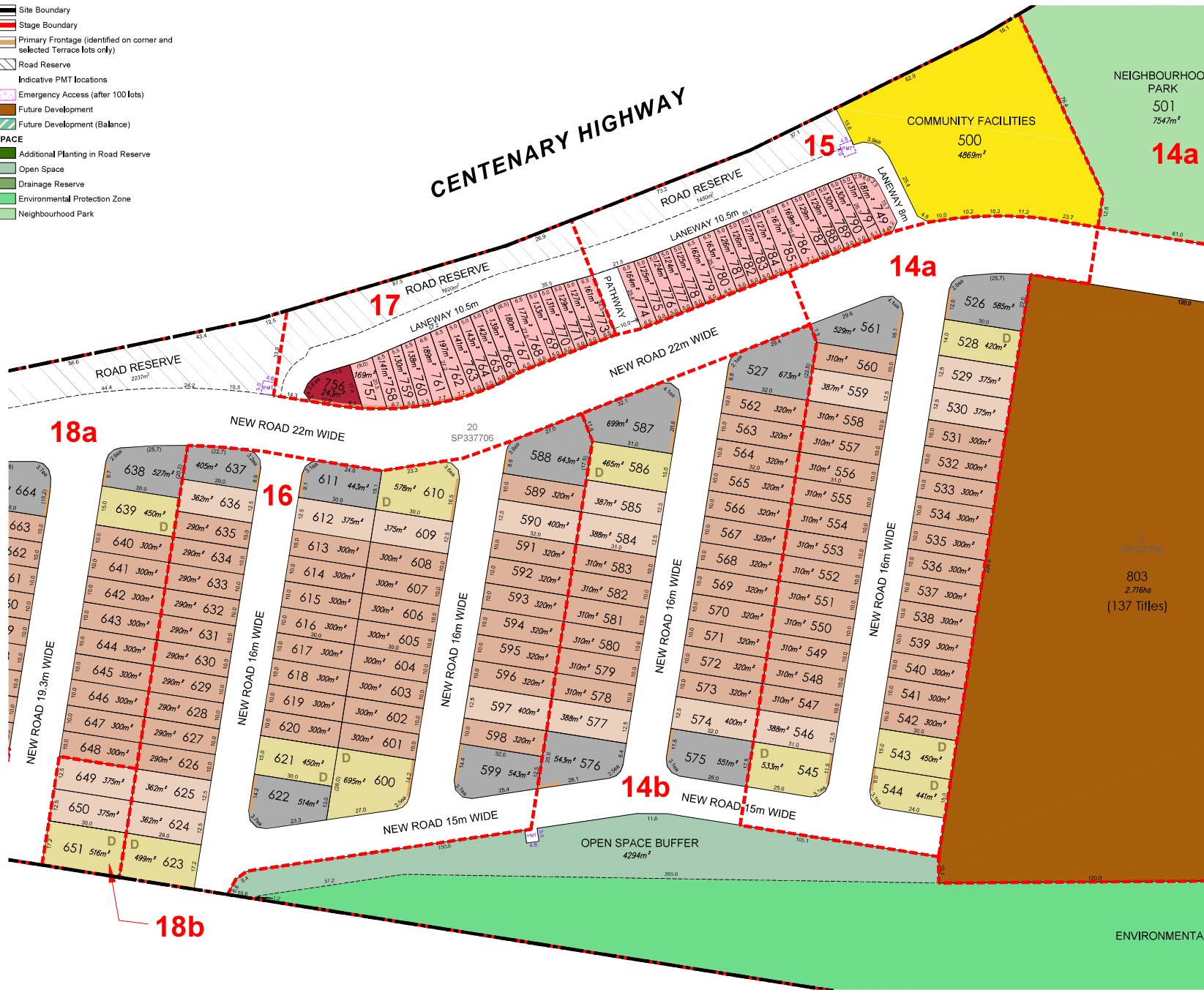
PROJECT NO. **23-0573SP** DRAWING NO. **ROL07&08** REV. **F**

SHEET NO. **1 of 1** DATE **01/10/2024**



LEGEND

-  Site Boundary
-  Stage Boundary
-  Primary Frontage (identified on corner and selected Terrace lots only)
-  Road Reserve
-  Indicative PMT Locations
-  Emergency Access (after 100 lots)
-  Future Development
-  Future Development (Balance)
- OPEN SPACE**
-  Additional Planting in Road Reserve
-  Open Space
-  Drainage Reserve
-  Environmental Protection Zone
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CLIENT:
STOCKLAND

PROJECT:
PROPOSED RECONFIGURATION
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Lot 2 SP 337706 (7011 Ripley Road, Ripley), and
Lot 20 SP 337706 (7012 Ripley Road, Ripley),
(formerly lots 1 & 2 on SP326583)

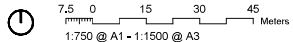
LOCAL AUTHORITY:
**ECONOMIC DEVELOPMENT
QUEENSLAND**

NOTES:














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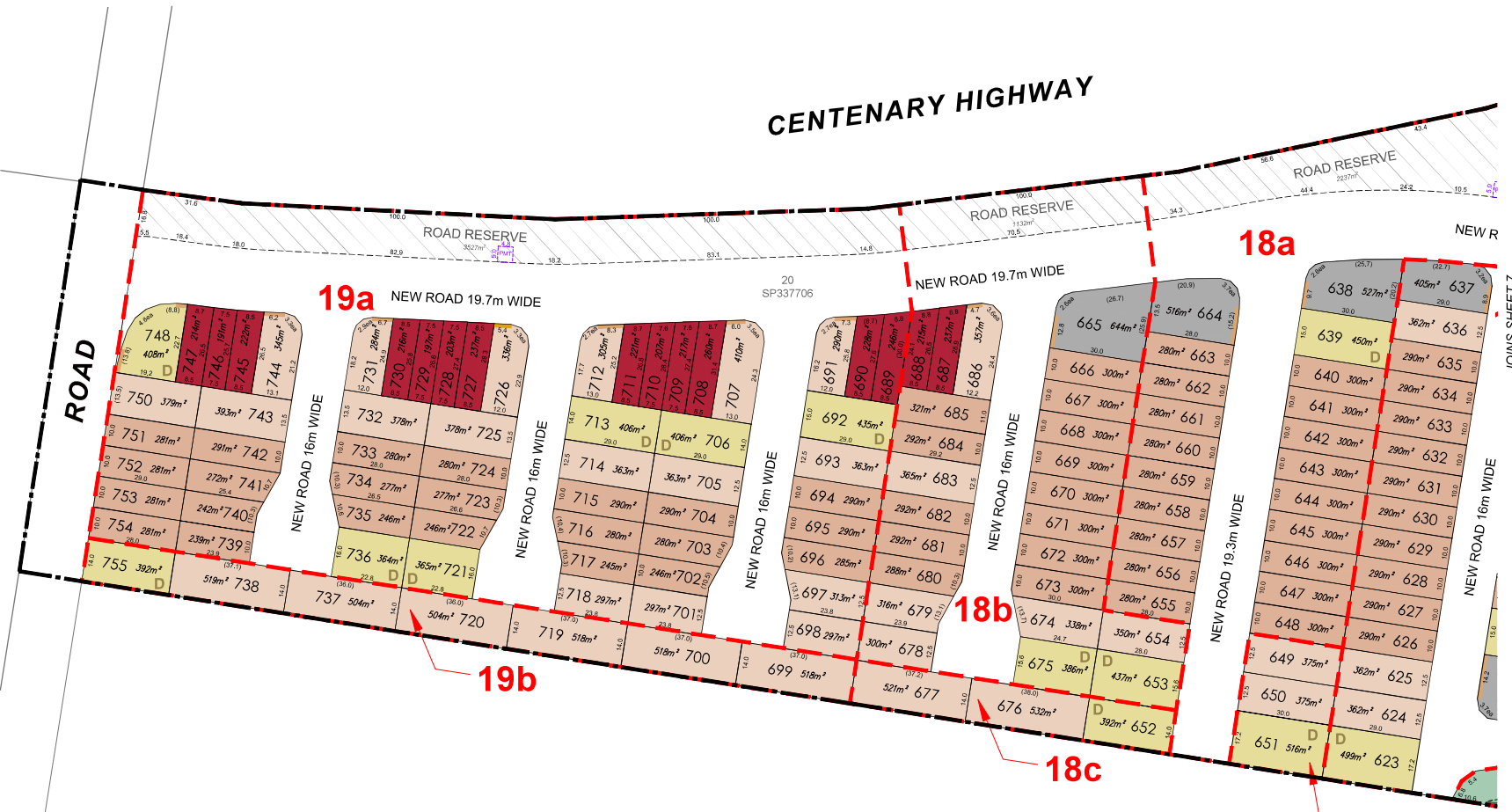


PROJECT NO. **23-0573SP** DRAWING NO. **ROL07** REV. **F**
SHEET NO. **7 of 8** DATE **01/10/2024**



LEGEND

-  Site Boundary
-  Stage Boundary
-  Primary Frontage (identified on corner and selected Terrace lots only)
-  Road Reserve
-  Indicative PMT Locations
-  Emergency Access (after 100 lots)
-  Future Development
-  Future Development (Balance)
- OPEN SPACE**
-  Additional Planting in Road Reserve
-  Open Space
-  Drainage Reserve
-  Environmental Protection Zone
-  Neighbourhood Park

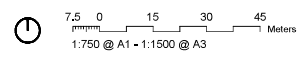


CLIENT:
STOCKLAND

PROJECT:
PROPOSED RECONFIGURATION
Lot 1 SP 337706 (7010 Ripley Road, Ripley),
Lot 2 SP 337706 (7011 Ripley Road, Ripley), and
Lot 20 SP 337706 (7012 Ripley Road, Ripley).
(formerly lots 1 & 2 on SP326583)

LOCAL AUTHORITY:
**ECONOMIC DEVELOPMENT
QUEENSLAND**

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PROJECT NO. **23-0573SP** DRAWING NO. **ROL08** REV. **F**

SHEET NO. **8 of 8** DATE **01/10/2024**

LEGEND

- Site Boundary
- Stage Boundary
- Primary Frontage (identified on corner and selected Terrace lots only)
- Built to Boundary Wall (Mandatory)
- Built to Boundary Wall (Optional)
- Indicative Stair/Ramp Location
- Road Reserve
- Indicative PMT location
- Emergency Access (after 100 lots)
- Future Development (Balance)
- OPEN SPACE**
- Additional Planting in Road Reserve
- Open Space
- Drainage Reserve
- Environmental Protection Zone
- Neighbourhood Park
- BUSHFIRE**
- Managed Bushfire Buffer
- BAL 40 Setback
- BAL 29 Setback
- BAL 19 Setback
- BAL 12,5 Setback
- BAL LOW
- ACOUSTIC INFORMATION** (obtained from Acoustic Works)
- Lots affected by Acoustic Report
- See Note 31 on Plan of Development

Site Development Table	Row Lots		Terrace Lots		Villa Lots		Courtyard Lots (1)		Courtyard Lots (2)		Duplex	
	<7.5m		7.5m-9.9m		10m-12.4m		12.5m-14.9m		15m-19.9m			
	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First
Front / Primary Frontage	2,4*	2,4	2,4*	2,4	2,4*	2,4	2,4*	2,4	2,4*	2,4	2,4*	2,4
Rear**	0,9	0,9	0,9	0,9	0,9	0,9	0,9	1	0,9	1	0,9	1
Side - General Lots												
Built to Boundary	0	0	0	0	0	1	0	1	0	1	0	1
Non-Built to Boundary**	0	0	0	0	0,9	0,9	1	1	1	1,5	1	1,5
Corner Lots - Secondary Frontage**	1	1	1	1	1,5	1,5	1,5	1,5	1,5	1,5	1,5	1,5
Laneway Lots												
Laneway Frontage	0	0	0	0	0	0	0	0	0	0	0	0
Garage (from Laneway Boundary)	0,25	0,25	0,25	0,25	0,5	0,5	0,5	0,5	0,5	0,5	0,5	0,5

* 4.9 metres to garage or carport door

** Where the boundary includes a retaining wall in excess of 1,5m in height on the low side, the setback is increased to 1,2m.

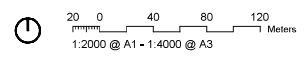


CLIENT:
STOCKLAND

PROJECT:
PLAN OF DEVELOPMENT
Lot 1 SP 337706 (7010 Ripley Road, Ripley),
Lot 2 SP 337706 (7011 Ripley Road, Ripley), and
Lot 20 SP 337706 (7012 Ripley Road, Ripley).
(formerly lots 1 & 2 on SP326583)

LOCAL AUTHORITY:
ECONOMIC DEVELOPMENT QUEENSLAND

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PROJECT NO. 23-0573SP DRAWING NO. POD S14-S19 REV. F

SHEET NO. 1 of 1 DATE 01/10/2024

LEGEND

- Site Boundary
- Stage Boundary
- Primary Frontage (identified on corner and selected Terrace Lots only)
- Built to Boundary Wall (Mandatory)
- Built to Boundary Wall (Optional)
- Indicative Stair/Ramp Location
- Road Reserve
- Indicative PMT Location
- Emergency Access (after 100 lots)
- Future Development (Balance)
- OPEN SPACE**
- Additional Planting in Road Reserve
- Open Space
- Drainage Reserve
- Environmental Protection Zone
- Neighbourhood Park
- BUSHFIRE**
- Managed Bushfire Buffer
- BAL 40 Setback
- BAL 29 Setback
- BAL 19 Setback
- BAL 12.5 Setback
- BAL LOW
- ACOUSTIC INFORMATION (obtained from Acoustic Works)**
- Lots affected by Acoustic Report
See Note 31 on Plan of Development

Site Development Table	Row Lots		Terrace Lots		Villa Lots		Courtyard Lots (1)		Courtyard Lots (2)		Duplex	
	<7.5m		7.5m-9.9m		10m-12.4m		12.5m-14.9m		15m-19.9m			
	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First
Front / Primary Frontage	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4
Rear**	0.9	0.9	0.9	0.9	0.9	0.9	0.9	1	0.9	1	0.9	1
Side - General Lots												
Built to Boundary	0	0	0	0	0	1	0	1	0	1	0	1
Non-Built to Boundary**	0	0	0	0	0.9	0.9	1	1	1	1.5	1	1.5
Corner Lots - Secondary Frontage**	1	1	1	1	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Laneway Lots												
Laneway Frontage	0	0	0	0	0	0	0	0	0	0	0	0
Garage (from Laneway Boundary)	0.25	0.25	0.25	0.25	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5

* 4.9 metres to garage or carport door
 ** Where the boundary includes a retaining wall in excess of 1.5m in height on the low side, the setback is increased to 1.2m.



General:

1. All development is to be undertaken generally in accordance with the Development Approval.
2. The notes contained within this Plan of Development apply also to the display home lots.
3. The Display Homes and Ancillary Car Park will operate only until the last residential lot in the estate is sold.
4. The maximum height of building on all lots must not exceed 2 storey's and 9m.

Orientation:

5. Front doors of dwellings are generally to address the Primary Street Frontage identified on the Plan of Development. Except for:
 - (a) Lots 10 metres wide or less where the front entry (including side entrances) to all dwellings must be clearly defined, with elements such as a direct path and separate covered area at the front door. All dwellings should have a habitable room with windows facing out the street to improve passive surveillance.
6. If a duplex corner lot then the units should address each frontage (except on a laneway frontage).
7. Primary street frontage must contain pedestrian access and mail boxes with the appropriate street numbers.
8. For the Lots 91, 463, 470, 502, 503 & 524 the frontage facing the internal 32m wide "Ripley Loop road" must be activated by the use of two or more of the following:
 - (a) Verandahs/ porches; (b) Awnings and shade structures; (c) Variation to roof and building lines; (d) Inclusion of window openings; & (e) Use of varying building materials.

Setbacks:

9. Setbacks are as per the Site Development Table unless otherwise specified.
10. Built to boundary walls are typical where shown. The location of built to boundary walls are indicated on the Plan of Development for each stage. Where built to boundary walls are not adopted side setbacks shall be in accordance with the Site Development Table.
11. Built to boundary walls on lots greater than 10m wide are to have a maximum length of 15m and a maximum height of 3.5m.
12. Buildings on lots less than 10m wide may be built to more than one boundary only where indicated on the plan of development. (a) Built to boundary walls where indicated on the plan of development are mandatory for row and terrace lots.
13. Boundary setbacks are measured to the wall of the structure or edge of balcony.
14. Eaves should not encroach (other than where building are built to boundary) closer than 300mm to the lot boundary excluding the Primary Street Frontage where eaves should not be closer than 2100mm.

Parking:

15. Minimum off-street parking requirements:
 - (a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and
 - (b) Three (3) or more bedroom dwellings require two (2) spaces per dwellings, one which must be capable of being covered (may be provided in tandem).
16. Lots less than 12.5m wide are to have a single width garage with a tandem parking space provided in front of the garage. However, double garages may be permitted where:
 - (a) A single storey dwelling is provided on a lot with a width of 10m or more and the garage is setback at least 800mm behind the face of the main dwelling; or
 - (b) A double storey dwelling is provided on a lot with a width less than 12.5 metres and a 1m upper storey or roof projection is provided over at least 50% of the garage opening width and both 17(c) and 17(d) are achieved:
 - (c) All dwellings are to have a window or balcony from a habitable room overlooking the street.
 - (d) The garage door width is to be a maximum of 6 metres or 50% of the width of the lot at the garage setback facade, whichever is the lesser.
17. Parking spaces on driveways do not have to comply with AS2890.
18. All dwellings which are served off a Laneway must orientate their garages and carports to the Laneway—except for lots 11, 101-110, 804 & 813 which are to orientate garages and carports towards the primary frontage.

Site Cover and Amenity:

19. Site cover is defined as the portion of the site covered by buildings, excluding roof overhangs.
20. Site cover for each lot is not to exceed 65% of the lot, Except for lots under 10m wide and Duplex Lots which are not to exceed 75% of the lot.
21. Minimum private open space requirements:
 - (a) One (1) bedroom dwellings require a minimum 5m² with a minimum dimension of 1.2m;
 - (b) Two (2) bedroom dwellings require a minimum 9m² with a minimum dimension of 2.4m;
 - (c) Three (3) bedroom dwellings require a minimum 12m² with a minimum dimension of 2.4m Fencing:
22. Fencing on all Primary Street Frontages to be either 50% transparent or not to exceed 1.2 m in height unless vegetated (hedges etc.).
23. Fencing for the boundaries of any lots that adjoin drainage reserve, open space or pedestrian pathways must not be constructed more than 1.5m in height with a solid component of 1.2m. The balance is to be at least 50% permeable.
24. Fencing, which overlooks the 32m wide "Ripley Loop Road" (i.e. along the primary frontage of Lots 1-10, 28-35, 75-90, 427-429, 455-457, 467-469, 475-477, & 484-486 and secondary frontage of Lots 91, 463, 470, 502, 503, 524) must not be constructed more than 1.5m in height with a solid component of a maximum 1.2m. The balance is to be at least 50% permeable.

Duplex Lots:

25. Duplex' lots are not permitted to be developed for only a single dwelling.
26. The number of dwellings per Duplex' lot is 2 dwellings.
27. All duplex applications require compliance assessment against the approved Plan of Development and conditions of approval.
 - (a) Multiple residential lots must comply with PDA Guideline 7: Low Rise Buildings, the checklist included within PDA Guideline No. 1: Residential 30 and conditions of approval.

Display Home Lots

28. Carparking for development on the display home lots will be contained within the lots they are constructed on unless complying with Note 1 above. High Density Development Easements
29. High density development easements may apply for all small lots in accordance with the Land Title Act 1994, Building Location Envelope
30. Future development of single residential lots (including house construction, landscape and maintenance) to comply with the approved Bushfire Management Plan.
31. Any Buildings must be constructed in accordance with Section 8 of Acoustic Works, Acoustic Report dated the 13th November 2023. Lots identified in the Report have been marked with an asterisk *.
32. Terrace Lots, Row Lots, Dual Occupancies/Duplex and Multiple Residential (3 unit) Lots are subject to compliance assessment.

CLIENT:
STOCKLAND

PROJECT:
PLAN OF DEVELOPMENT
 Lot 1 SP 337706 (7010 Ripley Road, Ripley),
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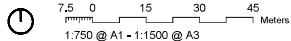
LOCAL AUTHORITY:
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PROJECT NO. **23-0573SP** DRAWING NO. **POD S14** REV. **F**
 SHEET NO. **12 of 20** DATE **01/10/2024**



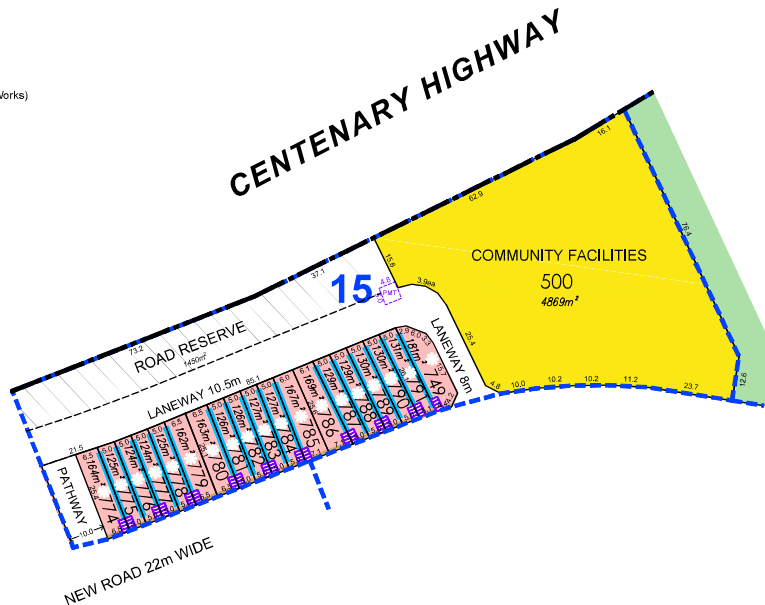
LEGEND

- Site Boundary
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- Built to Boundary Wall (Optional)
- Indicative Stair/Ramp Location
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- Indicative PMT location
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- Additional Planting in Road Reserve
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Side - General Lots												
Built to Boundary	0	0	0	0	0	1	0	1	0	1	0	1
Non-Built to Boundary**	0	0	0	0	0.9	0.9	1	1	1	1.5	1	1.5
Corner Lots - Secondary Frontage**	1	1	1	1	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
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Laneway Frontage	0	0	0	0	0	0	0	0	0	0	0	0
Garage (from Laneway Boundary)	0.25	0.25	0.25	0.25	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5

* 4.9 metres to garage or carport door

** Where the boundary includes a retaining wall in excess of 1.5m in height on the low side, the setback is increased to 1.2m.



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4. The maximum height of building on all lots must not exceed 2 storeys and 9m.

Orientation:

5. Front doors of dwellings are generally to address the Primary Street Frontage identified on the Plan of Development, except for:
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11. Built to boundary walls on lots greater than 10m wide are to have a maximum length of 15m and a maximum height of 3.5m.
12. Buildings on lots less than 10m wide may be built to more than one boundary only where indicated on the plan of development. (a) Built to boundary walls where indicated on the plan of development are mandatory for row and terrace lots.
13. Boundary setbacks are measured to the wall of the structure or edge of balcony.
14. Eaves should not encroach (other than where building are built to boundary) closer than 300mm to the lot boundary excluding the Primary Street Frontage where eaves should not be closer than 2100mm.

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16. Lots less than 12.5m wide are to have a single width garage with a tandem parking space provided in front of the garage. However, double garages may be permitted where:
 - (a) A single storey dwelling is provided on a lot with a width of 10m or more and the garage is setback at least 800mm behind the face of the main dwelling; or
 - (b) A double storey dwelling is provided on a lot with a width less than 12.5 metres and a 1m upper storey or roof projection is provided over at least 50% of the garage opening width and both 17(c) and 17(d) are achieved:
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 - (d) The garage door width is to be a maximum of 6 metres or 50% of the width of the lot at the garage setback facade, whichever is the lesser.
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21. Minimum private open space requirements:
 - (a) One (1) bedroom dwellings require a minimum 5m² with a minimum dimension of 1.2m;
 - (b) Two (2) bedroom dwellings require a minimum 9m² with a minimum dimension of 2.4m;
 - (c) Three (3) bedroom dwellings require a minimum 12m² with a minimum dimension of 2.4m Fencing;
22. Fencing on all Primary Street Frontages to be either 50% transparent or not to exceed 1.2m in height unless vegetated (hedges etc.).
23. Fencing for the boundaries of any lots that adjoin drainage reserve, open space or pedestrian pathways must not be constructed more than 1.5m in height with a solid component of 1.2m. The balance is to be at least 50% permeable.
24. Fencing, which overlooks the 32m wide "Ripley Loop Road" (i.e. along the primary frontage of Lots 1-10, 28-35, 75-90, 427-429, 455-457, 467-469, 475-477, & 484-486 and secondary frontage of Lots 91, 463, 470, 502, 503, 524) must not be constructed more than 1.5m in height with a solid component of a maximum 1.2m. The balance is to be at least 50% permeable.

Duplex Lots:

25. 'Duplex' lots are not permitted to be developed for only a single dwelling.
26. The number of dwellings per 'Duplex' lot is 2 dwellings.
27. All duplex applications require compliance assessment against the approved Plan of Development and conditions of approval.
 - (a) Multiple residential lots must comply with PDA Guideline 7: Low Rise Buildings, the checklist included within PDA Guideline No. 1: Residential 30 and conditions of approval.

Display Home Lots

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29. High density development easements may apply for all small lots in accordance with the Land Title Act 1994, Building Location Envelope
30. Future development of single residential lots (including house construction, landscape and maintenance) to comply with the approved Bushfire Management Plan.
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CLIENT:
STOCKLAND

PROJECT:
PLAN OF DEVELOPMENT
Lot 1 SP 337706 (7010 Ripley Road, Ripley),
Lot 2 SP 337706 (7011 Ripley Road, Ripley), and
Lot 20 SP 337706 (7012 Ripley Road, Ripley),
(formerly lots 1 & 2 on SP326583)

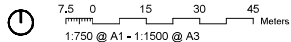
LOCAL AUTHORITY:
**ECONOMIC DEVELOPMENT
QUEENSLAND**

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PROJECT NO. 23-0573SP DRAWING NO. POD S15 REV. F
SHEET NO. 15 of 20 DATE 01/10/2024



LEGEND

- Site Boundary
 - Stage Boundary
 - Primary Frontage (identified on corner and selected Terrace Lots only)
 - Built to Boundary Wall (Mandatory)
 - Built to Boundary Wall (Optional)
 - Indicative Stair/Ramp Location
 - Road Reserve
 - Indicative PMT Location
 - Emergency Access (after 100 lots)
 - Future Development (Balance)
- OPEN SPACE**
- Additional Planting in Road Reserve
 - Open Space
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 - Neighbourhood Park
- BUSHFIRE**
- Managed Bushfire Buffer
 - BAL 40 Setback
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 - BAL 19 Setback
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 - BAL LOW
- ACOUSTIC INFORMATION** (obtained from Acoustic Works)
- Lots affected by Acoustic Report
See Note 31 on Plan of Development

Site Development Table	Row Lots		Terrace Lots		Villa Lots		Courtyard Lots (1)		Courtyard Lots (2)		Duplex	
	<7.5m		7.5m-9.9m		10m-12.4m		12.5m-14.9m		15m-19.9m			
	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First
Front / Primary Frontage	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4
Rear**	0.9	0.9	0.9	0.9	0.9	0.9	0.9	1	0.9	1	0.9	1
Side - General Lots												
Built to Boundary	0	0	0	0	0	1	0	1	0	1	0	1
Non-Built to Boundary**	0	0	0	0	0.9	0.9	1	1	1	1.5	1	1.5
Corner Lots - Secondary Frontage**	1	1	1	1	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Laneway Lots												
Laneway Frontage	0	0	0	0	0	0	0	0	0	0	0	0
Garage (from Laneway Boundary)	0.25	0.25	0.25	0.25	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5

* 4.9 metres to garage or carport door

** Where the boundary includes a retaining wall in excess of 1.5m in height on the low side, the setback is increased to 1.2m.



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3. The Display Homes and Ancillary Car Park will operate only until the last residential lot in the estate is sold.
4. The maximum height of building on all lots must not exceed 2 storeys and 9m.

Orientation:

5. Front doors of dwellings are generally to address the Primary Street Frontage identified on the Plan of Development. Except for:

(a) Lots 10 metres wide or less where the front entry (including side entrances) to all dwellings must be clearly defined, with elements such as a direct path and separate covered area at the front door. All dwellings should have a habitable room with windows facing onto the street to improve passive surveillance.

6. If a duplex corner lot then the units should address each frontage (except on a laneway frontage).
7. Primary street frontage must contain pedestrian access and mail boxes with the appropriate street numbers.
8. For the Lots 91, 463, 470, 502, 503 & 524 the frontage facing the internal 32m wide "Ripley Loop road" must be activated by the use of two or more of the following:
 - (a) Verandahs/ porches; (b) Awnings and shade structures; (c) Variation to roof and building lines; (d) Inclusion of window openings; & (e) Use of varying building materials.

Setbacks:

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10. Built to boundary walls are typical where shown. The location of built to boundary walls are indicated on the Plan of Development for each stage. Where built to boundary walls are not adopted side setbacks shall be in accordance with the Site Development Table.
11. Built to boundary walls on lots greater than 10m wide are to have a maximum length of 15m and a maximum height of 3.5m.
12. Buildings on lots less than 10m wide may be built to more than one boundary only where indicated on the plan of development. (a) Built to boundary walls where indicated on the plan of development are mandatory for row and terrace lots.
13. Boundary setbacks are measured to the wall of the structure or edge of balcony.
14. Eaves should not encroach (other than where building are built to boundary) closer than 300mm to the lot boundary excluding the Primary Street Frontage where eaves should not be closer than 2100mm.

Parking:

15. Minimum off-street parking requirements:
 - (a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and
 - (b) Three (3) or more bedroom dwellings require two (2) spaces per dwellings, one which must be capable of being covered (may be provided in tandem).
16. Lots less than 12.5m wide are to have a single width garage with a tandem parking space provided in front of the garage. However, double garages may be permitted where:
 - (a) A single storey dwelling is provided on a lot with a width of 10m or more and the garage is setback at least 800mm behind the face of the main dwelling; or
 - (b) A double storey dwelling is provided on a lot with a width less than 12.5 metres and a 1m upper storey or roof projection is provided over at least 50% of the garage opening width and both 17(c) and 17(d) are achieved:
 - (c) All dwellings are to have a window or balcony from a habitable room overlooking the street.
 - (d) The garage door width is to be a maximum of 6 metres or 50% of the width of the lot at the garage setback facade, whichever is the lesser.
17. Parking spaces on driveways do not have to comply with AS2890.
18. All dwellings which are served off a Laneway must orientate their garages and carports to the primary frontage.

Site Cover and Amenity:

19. Site cover is defined as the portion of the site covered by buildings, excluding roof overhangs.
20. Site cover for each lot is not to exceed 65% of the lot, Except for lots under 10m wide and Duplex Lots which are not to exceed 75% of the lot.
21. Minimum private open space requirements:
 - (a) One (1) bedroom dwellings require a minimum 5m² with a minimum dimension of 1.2m;
 - (b) Two (2) bedroom dwellings require a minimum 9m² with a minimum dimension of 2.4m;
 - (c) Three (3) bedroom dwellings require a minimum 12m² with a minimum dimension of 2.4m Fencing:
22. Fencing on all Primary Street Frontages to be either 50% transparent or not to exceed 1.2 m in height unless vegetated (hedges etc.).
23. Fencing for the boundaries of any lots that adjoin drainage reserve, open space or pedestrian pathways must not be constructed more than 1.5m in height with a solid component of 1.2m. The balance is to be at least 50% permeable.
24. Fencing, which overlooks the 32m wide "Ripley Loop Road" (i.e. along the primary frontage of Lots 1-10, 28-35, 75-90, 427-429, 455-457, 467-469, 475-477, & 484-486 and secondary frontage of Lots 91, 463, 470, 502, 503, 524) must not be constructed more than 1.5m in height with a solid component of a maximum 1.2m. The balance is to be at least 50% permeable.

Duplex Lots:

25. Duplex lots are not permitted to be developed for only a single dwelling.
26. The number of dwellings per Duplex lot is 2 dwellings.
27. All duplex applications require compliance assessment against the approved Plan of Development and conditions of approval.
 - (a) Multiple residential lots must comply with PDA Guideline 7: Low Rise Buildings, the checklist included within PDA Guideline No. 1: Residential 30 and conditions of approval.

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STOCKLAND

PROJECT:
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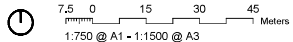
LOCAL AUTHORITY:
**ECONOMIC DEVELOPMENT
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PROJECT NO. 23-0573SP DRAWING NO. POD S16 REV. F
SHEET NO. 16 of 20 DATE 01/10/2024



LEGEND

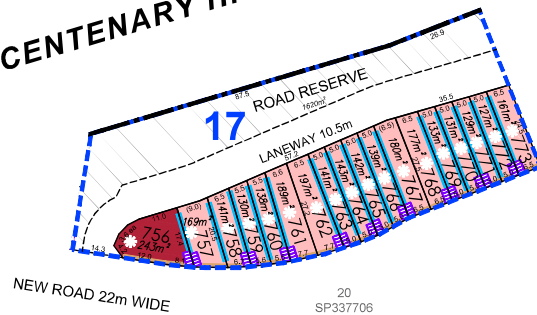
- Site Boundary
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Side - General Lots												
Built to Boundary	0	0	0	0	0	1	0	1	0	1	0	1
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CENTENARY HIGHWAY



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PROJECT NO. **23-0573SP** DRAWING NO. **POD S17** REV. **F**
SHEET NO. **17 of 20** DATE **01/10/2024**



7.5 0 15 30 45
Meters
1:750 @ A1 - 1:1500 @ A3

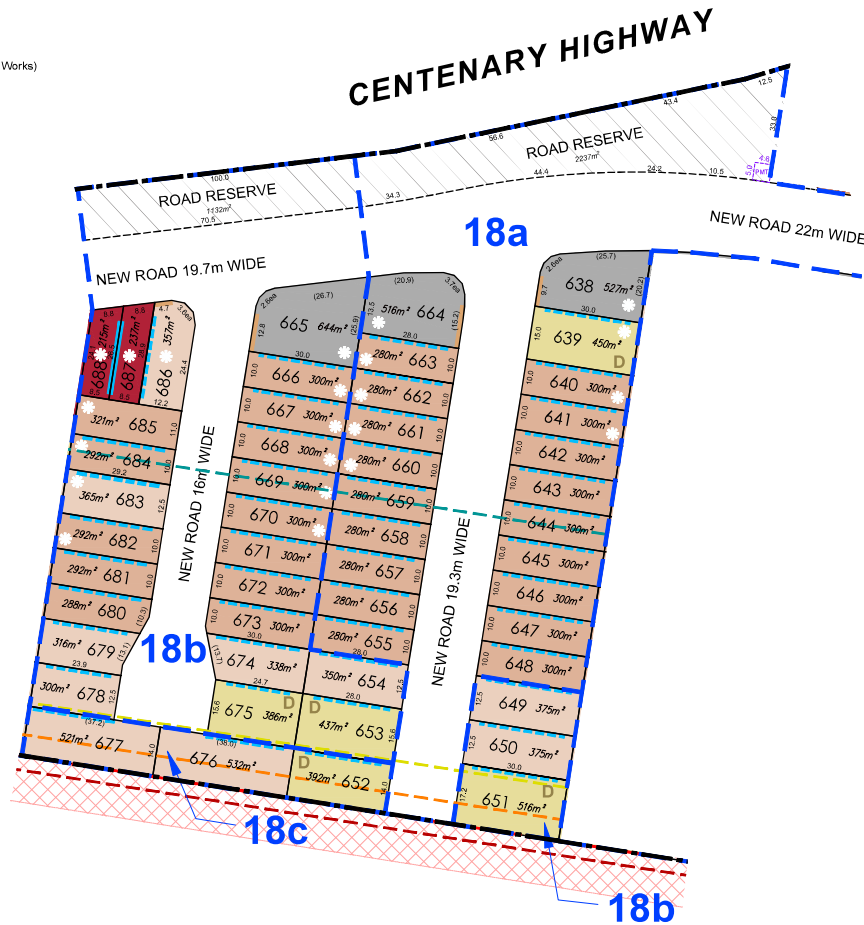
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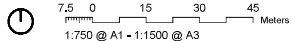
LOCAL AUTHORITY:
**ECONOMIC DEVELOPMENT
QUEENSLAND**

NOTES:

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PROJECT NO. 23-0573SP DRAWING NO. POD S18 REV. F
SHEET NO. 19 of 20 DATE 01/10/2024



LEGEND

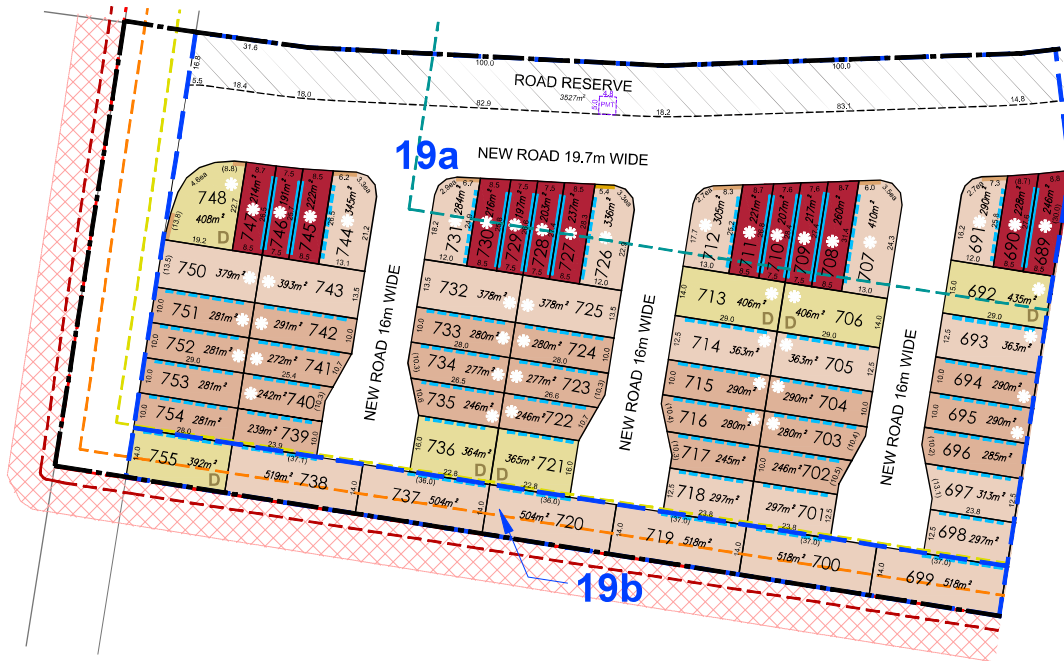
- Site Boundary
- Stage Boundary
- Primary Frontage (identified on corner and selected Terrace Lots only)
- Built to Boundary Wall (Mandatory)
- Built to Boundary Wall (Optional)
- Indicative Stair/Ramp Location
- Road Reserve
- Indicative PMT Location
- Emergency Access (after 100 lots)
- Future Development (Balance)
- OPEN SPACE**
- Additional Planting in Road Reserve
- Open Space
- Drainage Reserve
- Environmental Protection Zone
- Neighbourhood Park
- BUSHFIRE**
- Managed Bushfire Buffer
- BAL 40 Setback
- BAL 29 Setback
- BAL 19 Setback
- BAL 12.5 Setback
- BAL LOW
- ACOUSTIC INFORMATION** (obtained from Acoustic Works)
- Lots affected by Acoustic Report
See Note 31 on Plan of Development

Site Development Table	Row Lots		Terrace Lots		Villa Lots		Courtyard Lots (1)		Courtyard Lots (2)		Duplex	
	<7.5m		7.5m-9.9m		10m-12.4m		12.5m-14.9m		15m-19.9m			
	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First	Ground	First
Front / Primary Frontage	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4
Rear**	0,9	0,9	0,9	0,9	0,9	0,9	0,9	1	0,9	1	0,9	1
Side - General Lots												
Built to Boundary	0	0	0	0	0	1	0	1	0	1	0	1
Non-Built to Boundary**	0	0	0	0	0,9	0,9	1	1	1	1,5	1	1,5
Corner Lots - Secondary Frontage**	1	1	1	1	1,5	1,5	1,5	1,5	1,5	1,5	1,5	1,5
Laneway Lots												
Laneway Frontage	0	0	0	0	0	0	0	0	0	0	0	0
Garage (from Laneway Boundary)	0,25	0,25	0,25	0,25	0,5	0,5	0,5	0,5	0,5	0,5	0,5	0,5

* 4.9 metres to garage or carport door

** Where the boundary includes a retaining wall in excess of 1,5m in height on the low side, the setback is increased to 1,2m.

CENTENARY HIGHWAY



General:

1. All development is to be undertaken generally in accordance with the Development Approval.
2. The notes contained within this Plan of Development apply also to the display home lots.
3. The Display Homes and Ancillary Car Park will operate only until the last residential lot in the estate is sold.
4. The maximum height of building on all lots must not exceed 2 storeys and 9m.

Orientation:

5. Front doors of dwellings are generally to address the Primary Street Frontage identified on the Plan of Development. Except for:
 - (a) Lots 10 metres wide or less where the front entry (including side entrances) to all dwellings must be clearly defined, with elements such as a direct path and separate covered area at the front door. All dwellings should have a habitable room with windows facing onto the street to improve passive surveillance.

6. If a duplex corner lot then the units should address each frontage (except on a laneway frontage).
7. Primary street frontage must contain pedestrian access and mail boxes with the appropriate street numbers.
8. For the Lots 91, 463, 470, 502, 503 & 524 the frontage facing the internal 32m wide "Ripley Loop road" must be activated by the use of two or more of the following:
 - (a) Verandahs/ porches; (b) Awnings and shade structures; (c) Variation to roof and building lines; (d) Inclusion of window openings; & (e) Use of varying building materials.

Setbacks:

9. Setbacks are as per the Site Development Table unless otherwise specified.
10. Built to boundary walls are typical where shown. The location of built to boundary walls are indicated on the Plan of Development for each stage. Where built to boundary walls are not adopted side setbacks shall be in accordance with the Site Development Table.
11. Built to boundary walls on lots greater than 10m wide are to have a maximum length of 15m and a maximum height of 3.5m.
12. Buildings on lots less than 10m wide may be built to more than one boundary only where indicated on the plan of development. (a) Built to boundary walls where indicated on the plan of development are mandatory for row and terrace lots.
13. Boundary setbacks are measured to the wall of the structure or edge of balcony.
14. Eaves should not encroach (other than where building are built to boundary) closer than 300mm to the lot boundary excluding the Primary Street Frontage where eaves should not be closer than 2100mm.

Parking:

15. Minimum off-street parking requirements:
 - (a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and
 - (b) Three (3) or more bedroom dwellings require two (2) spaces per dwellings, one which must be capable of being covered (may be provided in tandem).
16. Lots less than 12.5m wide are to have a single width garage with a tandem parking space provided in front of the garage. However, double garages may be permitted where:
 - (a) A single storey dwelling is provided on a lot with a width of 10m or more and the garage is setback at least 800mm behind the face of the main dwelling; or
 - (b) A double storey dwelling is provided on a lot with a width less than 12.5 metres and a 1m upper storey or roof projection is provided over at least 50% of the garage opening width and both 17(c) and 17(d) are achieved:
 - (c) All dwellings are to have a window or balcony from a habitable room overlooking the street.
 - (d) The garage door width is to be a maximum of 6 metres or 50% of the width of the lot at the garage setback facade, whichever is the lesser.
17. Parking spaces on driveways do not have to comply with AS2890.
18. All dwellings which are served off a Laneway must orientate their garages and carports to the primary frontage.

Site Cover and Amenity:

19. Site cover is defined as the portion of the site covered by buildings, excluding roof overhangs.
20. Site cover for each lot is not to exceed 65% of the lot, Except for lots under 10m wide and Duplex Lots which are not to exceed 75% of the lot.
21. Minimum private open space requirements:
 - (a) One (1) bedroom dwellings require a minimum 5m² with a minimum dimension of 1.2m;
 - (b) Two (2) bedroom dwellings require a minimum 9m² with a minimum dimension of 2.4m;
 - (c) Three (3) bedroom dwellings require a minimum 12m² with a minimum dimension of 2.4m Fencing:
22. Fencing on all Primary Street Frontages to be either 50% transparent or not to exceed 1.2 m in height unless vegetated (hedges etc.).
23. Fencing for the boundaries of any lots that adjoin drainage reserve, open space or pedestrian pathways must not be constructed more than 1.5m in height with a solid component of 1.2m. The balance is to be at least 50% permeable.
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PROJECT NO. 23-0573SP DRAWING NO. POD S19 REV. F
SHEET NO. 20 of 20 DATE 01/10/2024

ACOUSTIC REPORT



Proposed Residential Subdivision
633, 695 & 787-815 Ripley Road
Ripley

ACOUSTIC REPORT



Client:
Stockland
ATTN: Nelson Maina

Reference:
2020419 R01P 633, 695 & 787-815 Ripley Road, Ripley RTN.docx

Date Issued:
30 September 2024

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31/10/2023	R01I	Benjamin Cox	Greg Pearce	GP
09/11/2023	R01J	Benjamin Cox	Greg Pearce	GP
09/11/2023	R01K	Benjamin Cox	Greg Pearce	GP
13/11/2023	R01L	Benjamin Cox	Greg Pearce	GP
03/09/2024	R01M	Benjamin Cox	Greg Pearce	GP
11/09/2024	R01N	Benjamin Cox	Greg Pearce	GP
25/09/2024	R01O	Benjamin Cox	Greg Pearce	GP
30/09/2024	R01P	Kayleigh Duce	Greg Pearce	GP

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1. Introduction

This report is in response to a request by Ripley Estate Development Pty Ltd for a road traffic noise assessment of a proposed residential subdivision located at 633, 695 and 787-815 Ripley Road, Ripley. This updated report is in response to revised lot layouts for the southern half of the development. To facilitate the assessment, unattended noise monitoring was conducted in the vicinity of Ripley Road to establish road traffic noise impacts to the development. Based on the results of the assessment, recommendations for acoustic treatments are specified in this report.

2. Site Description

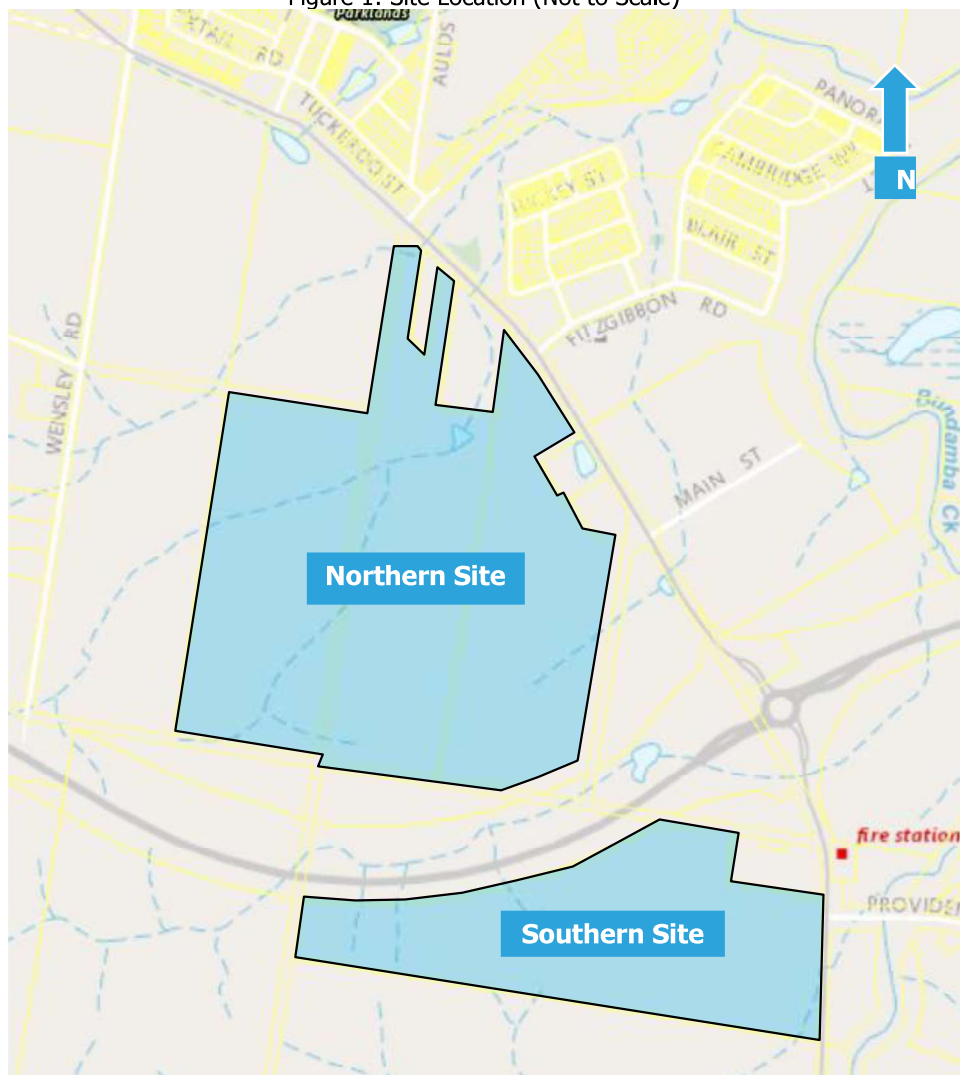
2.1 Site Location

The site is described by the following:

633, 695 and 787-815 Ripley Road, Ripley
Lot 123 on SP311786
Lot 2 on RP806983
Lot 195 on SP193441

Refer to Figure 1 for site location.

Figure 1: Site Location (Not to Scale)



A comprehensive site survey was conducted on the 23rd November 2020 and identified the following:

- a) The southern site (787-815 Ripley Road) is currently vacant.
- b) The northern site (633 & 695 Ripley Road) is occupied by two residential dwellings which will be demolished to make way for the development.
- c) Single storey residential dwellings are located adjacent the north, north eastern and eastern boundaries of the northern site.
- d) Centenary Highway runs between the two sites.
- e) Vacant land is located adjacent the western boundaries of both sites and the southern boundary of the southern site.
- f) Ripley Road is located adjacent the eastern boundaries of both sites.

2.2 Proposal

The proposal is to subdivide the existing lots into 680 new residential lots across the two halves of the site. Site access will be via Ripley Road for both sites. The planned completion date for the development is beginning-of-year 2026.

Refer to the Appendices for development plans.

2.3 Acoustic Environment

The surrounding area is primarily affected by road traffic noise from Centenary Highway and Ripley Road.

3. Equipment

The following equipment was used to record noise levels:

- Rion NL 42 Environmental Noise Monitor
- BSWA Technology Co. Ltd Sound Calibrator

The Rion NL 42 Environmental Noise Monitor holds current NATA Laboratory Certification and was field calibrated before and after the monitoring period, with no significant drift from the reference signal recorded.

4. Noise Monitoring

4.1 Unattended Noise Monitoring

A Rion NL42 environmental noise monitor was placed at 695 Ripley Road, approximately 90m from the nearest lane of Centenary Highway to measure road traffic noise levels. The monitor was located in a free field position with the microphone approximately 1.4m above the road surface level. The noise monitor was set to record noise levels between the 29th January and 4th February 2021.

The environmental noise monitor was set to record noise levels in "A" Weighting, Fast response using 1 hour statistical intervals. Road traffic noise monitoring was conducted generally in accordance with Australian Standard *AS2702:1984 'Acoustics - Methods for the measurement of road traffic noise'*.

Refer to Figure 2 for the noise monitoring location.

Figure 2: Noise monitoring location



5. Measured Noise Levels

The following table presents the measured road traffic noise levels from the unattended noise survey. Any periods of inclement weather or extraneous noise were omitted from the measured data prior to determining the results.

5.1 Road Traffic Noise Levels

The measured road traffic noise levels at the monitoring location are as follows:

Table 1: Measured road traffic noise levels – all time periods

Day	Date	L10(12h)	L10(18h)	L90(8h)	L90(18h)
Saturday	30/01/2021	61.4	59.2	35.4	50.4
Sunday	31/01/2021	63.9	60.6	34.4	48.7
Monday*	1/02/2021	63.8	60.6	35.7	51.0
Tuesday	2/02/2021	57.8	58.0	36.6	49.2
Wednesday*	3/02/2021	65.2	62.4	40.3	52.7
Thursday	4/02/2021	64.7	61.7	36.8	52.1
Overall value		62.0	59.9	35.8	50.1

*Note noise levels on Monday 1st and Wednesday 3rd February were found to have been affected by noise from rainfall, therefore the data was omitted.

Road traffic data for the weekend was not utilised as it is not considered relevant to the assessment. Refer to the appendix for graphical representation.

6. Noise Criteria

6.1 Road Traffic Noise Criteria

As the proposed development is located near a state controlled road (Centenary Highway), the SDAP criteria detailed in Section 6.1.1 to Section 6.1.2 applies.

6.1.1 State Development Assessment Provisions (SDAP)

The criteria applied are in accordance with the SDAP Version 3.0 dated 18th February 2020 by the Department of State Development, Manufacturing, Infrastructure and Planning. The SDAP *State Code 1: Development in a state-controlled road environment* sets out matters of interest for assessment of developments near state controlled roads or multi-modal corridors. The applicable criteria for the development in the year 2034 (ten year planning horizon) requires road traffic noise to be assessed in accordance with Table 1.5 of the policy statement as follows;

Table 2: SDAP Road Traffic Noise Criteria

Performance Outcome	Acceptable Outcome
Reconfiguring a Lot: involving the creation of 6 or more new residential lots adjacent to a state-controlled road or type-1 multi-modal corridor	
PO38 Reconfiguring a lot minimises free field noise intrusion from a state-controlled road .	AO38.1 Development provides noise barrier or earth mound which is designed, sited and constructed: 1. To achieve the maximum free field acoustic levels in reference table 2 (item 2.1); 2. In accordance with: a. Chapter 7 integrated noise barrier design of the Transport Noise Management Code of Practice: Volume 1 (Road Traffic Noise), Department of Transport and Main Roads, 2013; b. Technical Specification-MRTS15 Noise Fences, Transport and Main Roads, 2019; c. Technical Specification-MRTS04 General Earthworks, Transport and Main Roads, 2020
	OR
	AO38.2 Development achieves the maximum free field acoustic levels in reference table 2 (Item 2.1) by alternative noise attenuation measures where it is not practical to provide a noise barrier or earth mound.

Reference Table 2 (Item 2.1) of State Code 1 is referenced below.

Table 3: State Code 1 – Reference Table 2 (item 2.1)

Applicable Use	Acoustic Levels
2.1 Private open space for residential lots	a. ≤ 57 dB(A) L_{10} (18 hour) free field (measured L_{90} (18 hour) free field between 6am and 12 midnight ≤ 45 dB(A))
2.2 Private open space for an accommodation activity (including lots created for a future accommodation activity)	OR
	b. ≤ 60 dB(A) L_{10} (18 hour) free field (measured L_{90} (18 hour) free field between 6am and 12 midnight > 45 dB(A))

6.1.2 Queensland Development Code MP4.4 - Road Traffic Noise

To determine the minimum design requirements for any accommodation buildings located in a transport noise corridor (state-controlled roads), the Queensland Development Code Part 4.4 may be applied if no alternative solutions are provided. In accordance with MP4.4, the noise categories are stated in Table 4.

Table 4: Queensland Development Code Noise Categories – Road Traffic

Category	Noise level L10 (18hr) dB(A) (including façade correction)
Category 4	≥ 73
Category 3	68-72
Category 2	63-67
Category 1	58-62
Category 0	≤ 57

The building treatment for any future development onsite shall be determined at Building Approval stage, in general accordance with the Queensland Development Code. Alternative solution may be provided on request.

7. Road Traffic Noise Assessment

This section assesses road traffic noise associated with Centenary Highway for the ten year planning horizon.

7.1 Traffic Volumes

Traffic data for Centenary Highway was obtained from the Ripley Valley Priority Development Area strategic transport model prepared by Jacobs Australia Pty Ltd for Economic Development Queensland (ref: IH124300 dated 01/07/2020). The traffic data includes percentage of heavy vehicles and growth rates as nominated below, used to calculate future volumes. As the site is affected by two segments of Centenary Highway, volumes for both segments are included.

Table 5: Traffic Volumes

Location	2019 AADT (TMR)	Growth Rate	2021 Predicted AADT (Monitoring Year)	2031 Predicted AADT (EDQ)	2034 Predicted AADT (10 Year Horizon, interpolated)	2041 Predicted AADT (EDQ)	Percentage of Heavy Vehicles
Centenary Highway Ext East of Bundama Ck (Site 136152)	12,672	12%	15,895	45,053	54,094	75,191	12.17%
Centenary Highway East of Deebing Ck (Site 136153)	6,922	8%	8,703	15,325	25,318	48,634	7.88%
Ripley Loop Road (Average of EDQ segment predictions)	-	-	-	9,204	11,342	16,333	3%

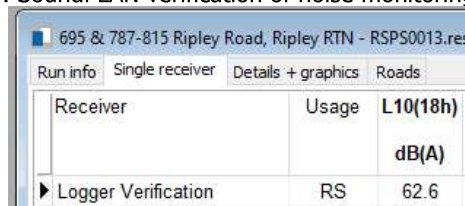
7.2 Road Traffic Noise Verification

To ensure the CoRTN noise model is accurate, a verification model of the predicted $L_{A10(18hr)}$ was created and compared to the measured noise level based on the data provided in Section 5.1. The CoRTN method allows a 2dB(A) variation from the predicted and measured level, if the variation exceeds 2dB(A) a correction to the predicted level is required.

Table 6: Comparison of Measured and Predicted Noise Levels

Location	Measured $L_{A10(18hr)}$ dB(A)	Predicted $L_{A10(18hr)}$ dB(A)	Correction
Centenary Highway	61.4	62.6	0dBA

Figure 3: SoundPLAN verification of noise monitoring location



7.3 Predicted Road Traffic Noise Levels - 2034

The projected traffic volume for 2034 and percentage of heavy vehicles were updated in the Calibrated Noise Model to predict the Year 2034 road traffic noise impact at the proposed development site. The following was utilised in relation to the SoundPLAN model.

- Site layout and elevation contours provided by Land Partners, (ref: 'BRSS3649-RL3-85-21, Sheets 1 – 8, dated 13/11/2023 and BRSS3649-RL3-83-22, Sheets 1 – 19, dated 13/11/2023), MPN Consulting (ref: 6264-3, Drawing No DA.201 to DA.220) and Wolter Consulting Group (ref: 23-0573SP, Rev C, dated 15/08/2024).
- Centenary Highway speed limit of between 60 and 100 km/h, with the speed limit dropping to 60km/h approaching the roundabout to the east.
- Centenary Highway road surface of Stone Mastic Asphalt sealed with Dense Graded Asphalt with corrections applied in accordance with the TMR Transport Noise Management Code of Practice.
- Receiver heights were based on 1.8m above pad level RL for ground floor level and 4.6m for first floor level. This assumes that the eventual finished floor level will be 0.3m above the concrete pad level.
- +2.5dB(A) Façade correction.
- -0.7dB(A) (Free field) and -1.7dB(A) (Façade) corrections for Queensland Conditions.

Note: As there are currently no plans available for any proposed dwellings, all residential lots were assessed in accordance with QDC. Given the large areas of the lots, more than one noise category may be applicable, in these cases the highest QDC Noise Category has been assigned. Once dwelling locations and plans are finalised an additional assessment for each dwelling should be conducted to determine if QDC Noise Categories can be further reduced.

Table 7 presents the predicted 2034 road traffic noise impacts for each lot. Note that for the assessment of private recreational areas against AO38.1, only road traffic noise from state-controlled roads was considered, with contributions from Ripley Loop Road included in the prediction. Note that if pad level changes by more than 0.2m a revised assessment will be required.

Table 7: Predicted Road Traffic Noise Levels and QDC Categories

Lot	Pad Level RL (m)	Floor	LA _{10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	LA _{10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
1	63.67	G	47.0	Yes	58.6	1
1	-	1	48.0	Yes	60.9	1
2	63.05	G	47.1	Yes	58.6	1
2	-	1	47.9	Yes	61	1
3	62.73	G	47.1	Yes	58.8	1
3	-	1	47.9	Yes	61.2	1
4	62.57	G	47.4	Yes	61.3	1
4	-	1	48.1	Yes	62.6	2
5	63.26	G	47.4	Yes	60.9	1
5	-	1	48.3	Yes	62.4	1
6	59.58	G	46.7	Yes	60.4	1
6	-	1	47.5	Yes	61.9	1
7	59.57	G	46.9	Yes	60.8	1
7	-	1	47.6	Yes	62.3	1
8	59.59	G	46.9	Yes	61.9	1
8	-	1	47.6	Yes	63.3	2
9	59.62	G	47.0	Yes	62.1	1
9	-	1	47.7	Yes	63.4	2
10	59.67	G	47.3	Yes	62.4	1

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
10	-	1	47.9	Yes	63.7	2
11	62.42	G	47.8	Yes	56.6	0
11	-	1	48.6	Yes	57.9	1
12	63.03	G	48.2	Yes	55.6	0
12	-	1	49.2	Yes	56.8	0
13	63.02	G	48.5	Yes	54.8	0
13	-	1	49.4	Yes	56	0
14	62.87	G	48.8	Yes	54.3	0
14	-	1	49.8	Yes	55.5	0
15	62.82	G	49.0	Yes	54.1	0
15	-	1	50.1	Yes	55.4	0
16	62.81	G	49.3	Yes	53.3	0
16	-	1	50.4	Yes	54.6	0
17	62.81	G	49.4	Yes	53.4	0
17	-	1	50.5	Yes	54.7	0
18	61.58	G	49.6	Yes	53.4	0
18	-	1	50.6	Yes	54.6	0
19	61.56	G	49.8	Yes	53.7	0
19	-	1	50.9	Yes	55	0
20	61.34	G	50.0	Yes	54.1	0
20	-	1	51.1	Yes	55.4	0
21	61.34	G	49.4	Yes	54.2	0
21	-	1	50.3	Yes	55.5	0
22	60.97	G	49.0	Yes	54.6	0
22	-	1	49.8	Yes	55.8	0
23	60.85	G	48.8	Yes	54.4	0
23	-	1	49.6	Yes	55.6	0
24	60.68	G	48.6	Yes	55	0
24	-	1	49.3	Yes	56.2	0
25	60.25	G	48.1	Yes	55.2	0
25	-	1	48.9	Yes	56.5	0
26	60.13	G	48	Yes	55.1	0
26	-	1	48.8	Yes	56.4	0
27	59.9	G	47.9	Yes	55.8	0
27	-	1	48.7	Yes	57.2	0
28	59.63	G	48.0	Yes	59.2	1
28	-	1	48.6	Yes	60.7	1
29	59.65	G	48.2	Yes	59.4	1
29	-	1	48.8	Yes	60.8	1
30	59.67	G	48.4	Yes	59.1	1
30	-	1	48.8	Yes	60.7	1
31	59.68	G	48.5	Yes	59.1	1
31	-	1	48.9	Yes	60.7	1
32	59.7	G	48.8	Yes	59.1	1
32	-	1	49.1	Yes	60.8	1
33	59.72	G	49.0	Yes	59	1
33	-	1	49.3	Yes	60.8	1
34	59.74	G	49.2	Yes	59	1
34	-	1	49.4	Yes	60.9	1
35	59.75	G	49.3	Yes	59	1
35	-	1	49.6	Yes	61	1
36	59.84	G	49.4	Yes	57.2	0
36	-	1	50.0	Yes	58.8	1
37	59.9	G	49.7	Yes	56.2	0
37	-	1	50.3	Yes	57.7	1
38	59.95	G	49.8	Yes	55.7	0
38	-	1	50.6	Yes	57.4	0
39	59.98	G	50.1	Yes	55.6	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
39	-	1	50.8	Yes	57.3	0
40	60	G	50.4	Yes	55.2	0
40	-	1	51.1	Yes	56.8	0
41	60	G	50.7	Yes	55	0
41	-	1	51.5	Yes	56.4	0
42	60	G	51.1	Yes	54.8	0
42	-	1	52.1	Yes	56.1	0
43	60	G	51.2	Yes	54.9	0
43	-	1	52.2	Yes	56.2	0
44	60	G	51.4	Yes	54.7	0
44	-	1	52.6	Yes	56.1	0
44	60	G	51.5	Yes	54.8	0
44	-	1	52.7	Yes	56.2	0
46	60	G	51.9	Yes	54.8	0
46	-	1	53.1	Yes	56.2	0
47	59.3	G	52.2	Yes	54.7	0
47	-	1	53.4	Yes	56.1	0
48	58.23	G	52.5	Yes	54.7	0
48	-	1	53.9	Yes	56.2	0
49	58.45	G	52.6	Yes	54.8	0
49	-	1	54.0	Yes	56.2	0
50	60	G	51.5	Yes	54.3	0
50	-	1	52.7	Yes	55.7	0
51	60	G	50.9	Yes	54.1	0
51	-	1	52.0	Yes	55.5	0
52	60	G	50.6	Yes	54.2	0
52	-	1	51.6	Yes	55.5	0
53	60	G	50.5	Yes	54.1	0
53	-	1	51.5	Yes	55.4	0
54	58.95	G	52.6	Yes	54.7	0
54	-	1	53.9	Yes	56	0
55	58.66	G	52.3	Yes	54.4	0
55	-	1	53.6	Yes	55.8	0
56	59.23	G	52.1	Yes	54.2	0
56	-	1	53.5	Yes	55.6	0
57	59.8	G	52.1	Yes	54.2	0
57	-	1	53.4	Yes	55.6	0
58	60	G	51.8	Yes	54	0
58	-	1	53.1	Yes	55.3	0
59	60.77	G	51.4	Yes	53.7	0
59	-	1	52.8	Yes	55	0
60	60.76	G	51.0	Yes	53.4	0
60	-	1	52.3	Yes	54.7	0
61	60.83	G	50.6	Yes	53.2	0
61	-	1	52.0	Yes	54.6	0
62	61.15	G	50.4	Yes	53.2	0
62	-	1	51.7	Yes	54.6	0
63	61.64	G	50.1	Yes	53.3	0
63	-	1	51.3	Yes	54.5	0
64	60.35	G	50.7	Yes	53.3	0
64	-	1	51.9	Yes	54.7	0
65	60.38	G	51.0	Yes	53.6	0
65	-	1	52.2	Yes	55	0
66	60.28	G	51.5	Yes	54	0
66	-	1	52.7	Yes	55.3	0
67	61	G	52.5	Yes	54.5	0
67	-	1	53.8	Yes	55.7	0
68	60.67	G	53.2	Yes	55	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
68	-	1	54.4	Yes	56.3	0
69	60.01	G	52.9	Yes	54.8	0
69	-	1	54.3	Yes	56.1	0
70	60	G	53.6	Yes	55.4	0
70	-	1	54.8	Yes	56.6	0
71	59.05	G	53.8	Yes	55.6	0
71	-	1	55.1	Yes	56.9	0
72	59.73	G	54.5	Yes	56.2	0
72	-	1	55.7	Yes	57.4	0
75	65.9	G	46.5	Yes	59.3	1
75	-	1	47.9	Yes	61.8	1
76	66.03	G	46.3	Yes	59.2	1
76	-	1	47.7	Yes	61.8	1
77	66.19	G	46.2	Yes	58.8	1
77	-	1	47.7	Yes	61.4	1
78	66.3	G	46.1	Yes	58.7	1
78	-	1	47.6	Yes	61.3	1
79	66.41	G	46.0	Yes	58.6	1
79	-	1	47.5	Yes	61.3	1
80	66.5	G	45.9	Yes	58.6	1
80	-	1	47.4	Yes	61.3	1
81	66.63	G	45.7	Yes	58.5	1
81	-	1	47.3	Yes	61.2	1
82	66.63	G	45.8	Yes	58.5	1
82	-	1	47.1	Yes	61.2	1
83	66.63	G	45.7	Yes	58.5	1
83	-	1	47.0	Yes	61.3	1
84	66.64	G	45.4	Yes	58.4	1
84	-	1	46.8	Yes	61.2	1
85	66.65	G	45.2	Yes	58.3	1
85	-	1	46.6	Yes	61.1	1
86	66.65	G	45.4	Yes	58.3	1
86	-	1	46.5	Yes	61.1	1
87	66.66	G	45.3	Yes	58.2	1
87	-	1	46.4	Yes	61	1
88	66.64	G	45.2	Yes	58.3	1
88	-	1	46.3	Yes	61.1	1
89	66.65	G	45.3	Yes	58.3	1
89	-	1	46.2	Yes	61.1	1
90	66.69	G	45.1	Yes	58	1
90	-	1	46.1	Yes	60.8	1
91	66.24	G	44.9	Yes	61	1
91	-	1	45.1	Yes	63.8	2
92	66.47	G	45.0	Yes	59.3	1
92	-	1	45.3	Yes	62.1	1
93	66.68	G	44.8	Yes	58.1	1
93	-	1	45.5	Yes	60.9	1
94	66.85	G	45.0	Yes	57.2	0
94	-	1	45.7	Yes	60	1
95	67.12	G	45.1	Yes	56.2	0
95	-	1	45.9	Yes	58.9	1
96	67.41	G	45.1	Yes	55.3	0
96	-	1	46.1	Yes	57.9	1
97	67.61	G	45.3	Yes	54.7	0
97	-	1	46.3	Yes	57.3	0
98	67.84	G	45.4	Yes	54.2	0
98	-	1	46.4	Yes	56.7	0
99	68.01	G	45.2	Yes	53.7	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
99	-	1	46.5	Yes	56.3	0
100	68.21	G	45.3	Yes	53.4	0
100	-	1	46.7	Yes	55.9	0
101	67.86	G	45.6	Yes	54.2	0
101	-	1	47.0	Yes	56.7	0
102	67.88	G	45.9	Yes	54.3	0
102	-	1	47.2	Yes	56.8	0
103	67.85	G	46.1	Yes	54.4	0
103	-	1	47.5	Yes	56.8	0
104	67.77	G	46.4	Yes	54.6	0
104	-	1	47.7	Yes	56.9	0
105	67.56	G	46.5	Yes	54.8	0
105	-	1	47.8	Yes	57	0
106	67.32	G	46.8	Yes	54.9	0
106	-	1	48.0	Yes	57.1	0
107	67.05	G	46.8	Yes	54.9	0
107	-	1	48.0	Yes	57.1	0
108	66.77	G	46.9	Yes	54.9	0
108	-	1	48.2	Yes	56.9	0
109	66.52	G	46.9	Yes	54.9	0
109	-	1	48.2	Yes	56.9	0
110	66.26	G	46.9	Yes	55	0
110	-	1	48.3	Yes	57	0
111	67.65	G	45.2	Yes	54.6	0
111	-	1	45.4	Yes	57	0
112	67.2	G	45.4	Yes	55.9	0
112	-	1	45.2	Yes	58.5	1
113	66.91	G	45.3	Yes	57	0
113	-	1	45.0	Yes	59.6	1
114	66.63	G	45.4	Yes	58.3	1
114	-	1	44.7	Yes	61.1	1
115	66.29	G	45.5	Yes	60.6	1
115	-	1	44.6	Yes	63.4	2
116	65.79	G	47.7	Yes	53.5	0
116	-	1	48.9	Yes	54.8	0
117	65.64	G	48.0	Yes	53.4	0
117	-	1	49.2	Yes	54.6	0
118	65.61	G	48.3	Yes	53.1	0
118	-	1	49.5	Yes	54.2	0
119	65.65	G	48.7	Yes	52.9	0
119	-	1	49.8	Yes	54	0
120	65.68	G	49.0	Yes	53	0
120	-	1	50.1	Yes	54	0
121	66.46	G	48.8	Yes	52.8	0
121	-	1	49.8	Yes	53.8	0
122	66.88	G	48.6	Yes	52.8	0
122	-	1	49.6	Yes	53.8	0
123	67.38	G	48.4	Yes	52.7	0
123	-	1	49.5	Yes	53.6	0
124	67.9	G	48.2	Yes	52.6	0
124	-	1	49.3	Yes	53.4	0
125	68.32	G	48.1	Yes	52.4	0
125	-	1	49.1	Yes	53.4	0
126	68.77	G	47.8	Yes	52.1	0
126	-	1	48.9	Yes	53.3	0
127	69.26	G	47.7	Yes	51.9	0
127	-	1	48.8	Yes	53.3	0
128	69.76	G	47.5	Yes	51.7	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
128	-	1	48.6	Yes	53.3	0
129	70	G	47.3	Yes	51.6	0
129	-	1	48.4	Yes	53.2	0
130	70	G	47.1	Yes	51.4	0
130	-	1	48.1	Yes	53	0
131	70.18	G	46.6	Yes	51.1	0
131	-	1	47.8	Yes	52.9	0
132	69.59	G	46.2	Yes	51.8	0
132	-	1	47.5	Yes	53.9	0
133	69.56	G	46.5	Yes	51.9	0
133	-	1	47.8	Yes	54	0
134	69.53	G	46.8	Yes	52.2	0
134	-	1	48.0	Yes	54.1	0
135	69.29	G	47.1	Yes	52.3	0
135	-	1	48.3	Yes	54.2	0
136	68.82	G	47.2	Yes	52.3	0
136	-	1	48.4	Yes	54.1	0
137	68.33	G	47.3	Yes	52.3	0
137	-	1	48.4	Yes	54	0
138	67.96	G	47.3	Yes	52.5	0
138	-	1	48.5	Yes	54	0
139	67.35	G	47.6	Yes	53	0
139	-	1	48.7	Yes	54.1	0
140	66.92	G	47.7	Yes	53.1	0
140	-	1	48.8	Yes	54.2	0
141	66.51	G	47.8	Yes	53.1	0
141	-	1	48.9	Yes	54.2	0
142	64.57	G	49.6	Yes	52.7	0
142	-	1	50.7	Yes	53.8	0
143	64.11	G	49.8	Yes	52.7	0
143	-	1	50.9	Yes	53.9	0
144	63.8	G	50.0	Yes	52.7	0
144	-	1	51.2	Yes	53.9	0
145	63.54	G	50.2	Yes	52.9	0
145	-	1	51.5	Yes	54.1	0
146	63.43	G	50.6	Yes	53.2	0
146	-	1	51.8	Yes	54.3	0
147	64.53	G	50.1	Yes	52.6	0
147	-	1	51.3	Yes	53.8	0
148	65.32	G	49.8	Yes	52.5	0
148	-	1	51.1	Yes	53.7	0
149	65.95	G	49.8	Yes	52.4	0
149	-	1	51.0	Yes	53.6	0
150	66.72	G	49.6	Yes	52.3	0
150	-	1	50.8	Yes	53.4	0
151	67.57	G	49.4	Yes	52.2	0
151	-	1	50.6	Yes	53.2	0
152	68.49	G	49.3	Yes	52.2	0
152	-	1	50.4	Yes	53.1	0
153	69.58	G	49.4	Yes	52.4	0
153	-	1	50.3	Yes	53.2	0
154	70	G	49.1	Yes	52.2	0
154	-	1	50.1	Yes	52.9	0
155	71.1	G	49.1	Yes	51.9	0
155	-	1	50.1	Yes	53	0
156	71.48	G	48.7	Yes	51.7	0
156	-	1	49.8	Yes	52.8	0
157	70.17	G	48.1	Yes	51.5	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
157	-	1	49.3	Yes	52.6	0
158	70	G	48.5	Yes	52.1	0
158	-	1	49.6	Yes	52.8	0
159	69.77	G	48.8	Yes	52.2	0
159	-	1	49.8	Yes	53	0
160	69.2	G	49.1	Yes	52.3	0
160	-	1	50.0	Yes	53.1	0
161	68.5	G	49.2	Yes	52.4	0
161	-	1	50.2	Yes	53.2	0
162	67.66	G	49.3	Yes	52.5	0
162	-	1	50.4	Yes	53.3	0
163	66.92	G	49.5	Yes	52.5	0
163	-	1	50.5	Yes	53.4	0
164	66.43	G	49.5	Yes	52.5	0
164	-	1	50.6	Yes	53.5	0
165	65.63	G	49.6	Yes	52.5	0
165	-	1	50.7	Yes	53.6	0
166	71.35	G	47.5	Yes	51.1	0
166	-	1	48.5	Yes	52.5	0
167	71.53	G	47.6	Yes	51.1	0
167	-	1	48.7	Yes	52.5	0
168	71.73	G	47.7	Yes	51.1	0
168	-	1	48.8	Yes	52.5	0
169	71.97	G	47.8	Yes	51.2	0
169	-	1	48.9	Yes	52.5	0
170	72.12	G	47.9	Yes	51.2	0
170	-	1	49.0	Yes	52.5	0
171	72.33	G	48.0	Yes	51.2	0
171	-	1	49.1	Yes	52.5	0
172	72.57	G	48.1	Yes	51.2	0
172	-	1	49.2	Yes	52.5	0
173	72.77	G	48.1	Yes	51.2	0
173	-	1	49.3	Yes	52.6	0
174	73.01	G	48.2	Yes	51.3	0
174	-	1	49.4	Yes	52.6	0
175	73.26	G	48.3	Yes	51.3	0
175	-	1	49.5	Yes	52.6	0
176	73.48	G	48.5	Yes	51.4	0
176	-	1	49.7	Yes	52.7	0
177	63.33	G	51.5	Yes	53.6	0
177	-	1	52.7	Yes	54.8	0
178	63.29	G	51.8	Yes	53.9	0
178	-	1	52.9	Yes	55	0
179	63.46	G	52.1	Yes	54.1	0
179	-	1	53.3	Yes	55.2	0
180	64.43	G	52.2	Yes	54.2	0
180	-	1	53.3	Yes	55.3	0
181	65	G	52.1	Yes	54.1	0
181	-	1	53.3	Yes	55.2	0
182	66.62	G	52.3	Yes	54.3	0
182	-	1	53.4	Yes	55.4	0
183	68.5	G	52.6	Yes	54.7	0
183	-	1	53.5	Yes	55.6	0
184	70	G	52.5	Yes	54.5	0
184	-	1	53.4	Yes	55.3	0
185	70	G	51.8	Yes	53.9	0
185	-	1	52.9	Yes	54.9	0
186	71.2	G	51.8	Yes	54.1	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
186	-	1	52.8	Yes	55	0
187	72.41	G	51.8	Yes	54	0
187	-	1	52.8	Yes	54.9	0
188	74.05	G	52.0	Yes	54.2	0
188	-	1	52.9	Yes	55	0
189	75	G	51.9	Yes	54.1	0
189	-	1	52.8	Yes	54.9	0
190	75	G	51.4	Yes	53.6	0
190	-	1	52.4	Yes	54.6	0
191	75	G	50.9	Yes	53.2	0
191	-	1	52.0	Yes	54.2	0
192	76.52	G	50.3	Yes	52.6	0
192	-	1	51.9	Yes	54.1	0
193	75.86	G	50.1	Yes	52.5	0
193	-	1	51.5	Yes	53.8	0
194	75.22	G	49.9	Yes	52.3	0
194	-	1	51.0	Yes	53.5	0
195	75	G	49.8	Yes	52.3	0
195	-	1	50.8	Yes	53.4	0
196	75	G	50.6	Yes	53	0
196	-	1	51.5	Yes	54	0
197	74.71	G	50.9	Yes	53.3	0
197	-	1	51.8	Yes	54.2	0
198	73.45	G	50.9	Yes	53.3	0
198	-	1	51.8	Yes	54.2	0
199	72.48	G	51.0	Yes	53.3	0
199	-	1	51.9	Yes	54.2	0
200	70.74	G	50.8	Yes	53.2	0
200	-	1	51.8	Yes	54.1	0
201	70	G	51.0	Yes	53.4	0
201	-	1	52.0	Yes	54.3	0
202	69.23	G	51.3	Yes	53.6	0
202	-	1	52.2	Yes	54.5	0
203	68.2	G	51.4	Yes	53.7	0
203	-	1	52.4	Yes	54.6	0
204	66.21	G	51.1	Yes	53.3	0
204	-	1	52.3	Yes	54.4	0
205	64.59	G	51.0	Yes	53.2	0
205	-	1	52.3	Yes	54.4	0
206	67.08	G	55.1	Yes	56.8	0
206	-	1	55.9	Yes	57.6	1
207	68.8	G	55.2	Yes	57	0
207	-	1	55.9	Yes	57.6	1
208	70	G	55.0	Yes	56.8	0
208	-	1	55.7	Yes	57.5	1
209	70.71	G	54.6	Yes	56.4	0
209	-	1	55.4	Yes	57.2	0
210	71.98	G	54.4	Yes	56.3	0
210	-	1	55.3	Yes	57.1	0
211	73.89	G	54.5	Yes	56.3	0
211	-	1	55.3	Yes	57.1	0
212	75	G	54.2	Yes	56.1	0
212	-	1	55.2	Yes	57	0
213	75	G	53.4	Yes	55.2	0
213	-	1	54.6	Yes	56.5	0
214	77.49	G	53.6	Yes	55.5	0
214	-	1	54.9	Yes	56.7	0
215	78.75	G	53.5	Yes	55.4	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
215	-	1	54.8	Yes	56.7	0
216	78.52	G	52.6	Yes	54.6	0
216	-	1	54.6	Yes	56.5	0
217	78.43	G	52.0	Yes	54	0
217	-	1	54.4	Yes	56.3	0
218	78.79	G	52.2	Yes	54.1	0
218	-	1	54.3	Yes	56.2	0
219	78.9	G	52.0	Yes	54	0
219	-	1	54.2	Yes	56	0
220	78.82	G	51.8	Yes	53.7	0
220	-	1	54.0	Yes	55.9	0
221	78.92	G	51.8	Yes	53.7	0
221	-	1	54.0	Yes	55.8	0
222	78.98	G	51.7	Yes	53.7	0
222	-	1	53.8	Yes	55.7	0
223	79.08	G	51.7	Yes	53.6	0
223	-	1	53.7	Yes	55.6	0
224	79.16	G	51.7	Yes	53.6	0
224	-	1	53.5	Yes	55.4	0
225	79.24	G	51.7	Yes	53.6	0
225	-	1	53.4	Yes	55.3	0
226	79.3	G	51.7	Yes	53.6	0
226	-	1	53.4	Yes	55.3	0
227	79.39	G	51.8	Yes	53.7	0
227	-	1	53.3	Yes	55.2	0
228	79.45	G	51.7	Yes	53.6	0
228	-	1	53.2	Yes	55.1	0
229	79.47	G	51.2	Yes	53.2	0
229	-	1	53.0	Yes	54.9	0
230	79.21	G	50.1	Yes	52.1	0
230	-	1	52.5	Yes	54.4	0
231	79.01	G	49.0	Yes	51.2	0
231	-	1	51.4	Yes	53.5	0
232	79.02	G	48.5	Yes	50.8	0
232	-	1	50.9	Yes	53	0
233	78.89	G	47.8	Yes	50.2	0
233	-	1	50.2	Yes	52.5	0
234	78.88	G	47.4	Yes	49.9	0
234	-	1	49.9	Yes	52.2	0
237	69.53	G	45.3	Yes	51.9	0
237	-	1	46.3	Yes	54	0
238	69.76	G	45.2	Yes	51.8	0
238	-	1	46.4	Yes	53.9	0
239	69.99	G	45.3	Yes	51.7	0
239	-	1	46.5	Yes	53.7	0
240	70	G	45.4	Yes	51.6	0
240	-	1	46.4	Yes	53.5	0
241	70	G	45.3	Yes	51.3	0
241	-	1	46.5	Yes	53.3	0
242	70	G	45.3	Yes	51.1	0
242	-	1	46.6	Yes	53.1	0
243	70.08	G	45.3	Yes	50.9	0
243	-	1	46.6	Yes	52.9	0
244	70.3	G	45.4	Yes	50.8	0
244	-	1	46.6	Yes	52.8	0
245	70.52	G	45.5	Yes	50.7	0
245	-	1	46.7	Yes	52.7	0
246	70.78	G	45.6	Yes	50.7	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
246	-	1	46.8	Yes	52.6	0
247	70	G	45.2	Yes	51.5	0
247	-	1	46.0	Yes	53.4	0
248	70	G	45.0	Yes	52	0
248	-	1	45.8	Yes	53.9	0
249	70	G	44.9	Yes	52.6	0
249	-	1	45.8	Yes	54.5	0
250	70	G	45.3	Yes	53.6	0
250	-	1	45.7	Yes	55.2	0
251	69.27	G	45.6	Yes	54.2	0
251	-	1	45.1	Yes	55.6	0
252	67.5	G	45.1	Yes	54.3	0
252	-	1	45.2	Yes	55.9	0
253	65.33	G	43.9	Yes	54	0
253	-	1	45.2	Yes	56.1	0
254	65	G	43.9	Yes	54.4	0
254	-	1	45.1	Yes	56.6	0
255	65	G	44.2	Yes	55.9	0
255	-	1	45.1	Yes	58.4	1
256	66.26	G	44.9	Yes	56.7	0
256	-	1	45.3	Yes	58.9	1
257	66.97	G	45.1	Yes	57.2	0
257	-	1	44.6	Yes	59.2	1
258	66.52	G	44.9	Yes	56.5	0
258	-	1	44.9	Yes	58.8	1
259	68.09	G	45.4	Yes	54.6	0
259	-	1	45.1	Yes	56.6	0
260	68.12	G	45.3	Yes	53.4	0
260	-	1	45.3	Yes	55.7	0
261	68.73	G	45.3	Yes	53.1	0
261	-	1	45.4	Yes	55.4	0
262	69.15	G	44.9	Yes	52.8	0
262	-	1	45.7	Yes	55	0
263	65.09	G	43.5	Yes	52.8	0
263	-	1	44.6	Yes	54.3	0
264	65	G	43.5	Yes	53	0
264	-	1	44.6	Yes	54.7	0
265	65	G	43.5	Yes	53.4	0
265	-	1	44.7	Yes	55.1	0
266	65	G	43.6	Yes	53.7	0
266	-	1	44.7	Yes	55.4	0
267	65	G	43.6	Yes	54.1	0
267	-	1	44.8	Yes	55.8	0
268	65	G	43.7	Yes	54.5	0
268	-	1	44.8	Yes	56.2	0
269	65	G	43.7	Yes	54.8	0
269	-	1	44.8	Yes	56.6	0
270	65	G	44.1	Yes	57.5	1
270	-	1	44.9	Yes	59.5	1
271	65	G	44.2	Yes	59	1
271	-	1	44.9	Yes	61.3	1
272	66.01	G	44.1	Yes	52.9	0
272	-	1	45.3	Yes	54.8	0
273	67.32	G	44.6	Yes	52.9	0
273	-	1	45.6	Yes	54.5	0
274	69.03	G	45.3	Yes	52.9	0
274	-	1	45.3	Yes	54.1	0
275	70	G	45.6	Yes	52.7	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
275	-	1	45.4	Yes	53.9	0
276	70	G	45.7	Yes	52.1	0
276	-	1	45.5	Yes	53.5	0
277	70	G	45.4	Yes	51.5	0
277	-	1	45.7	Yes	53	0
278	70	G	45.6	Yes	51.1	0
278	-	1	45.9	Yes	52.5	0
279	70.21	G	45.4	Yes	50.7	0
279	-	1	45.9	Yes	52.3	0
280	70.67	G	45.5	Yes	50.6	0
280	-	1	46.3	Yes	52.2	0
281	71.15	G	45.4	Yes	50.4	0
281	-	1	46.5	Yes	52.2	0
282	71.68	G	45.9	Yes	50.5	0
282	-	1	46.9	Yes	52.2	0
283	72.29	G	46.1	Yes	50.5	0
283	-	1	47.0	Yes	52	0
284	72.63	G	46.3	Yes	50.5	0
284	-	1	47.2	Yes	52	0
285	73.03	G	46.3	Yes	50.4	0
285	-	1	47.3	Yes	51.9	0
286	73.52	G	46.4	Yes	50.4	0
286	-	1	47.4	Yes	51.8	0
287	72.28	G	45.6	Yes	50.2	0
287	-	1	46.8	Yes	51.9	0
288	71.76	G	45.3	Yes	50.1	0
288	-	1	46.5	Yes	51.9	0
289	71.21	G	45.5	Yes	50.4	0
289	-	1	46.2	Yes	51.9	0
290	70.7	G	45.4	Yes	50.5	0
290	-	1	45.9	Yes	51.9	0
291	70.1	G	45.5	Yes	50.8	0
291	-	1	45.6	Yes	52	0
292	70	G	45.3	Yes	51.1	0
292	-	1	45.4	Yes	52.3	0
293	70	G	45.5	Yes	51.7	0
293	-	1	45.3	Yes	52.8	0
294	69.36	G	45.3	Yes	52	0
294	-	1	45.4	Yes	53.1	0
295	67.94	G	44.7	Yes	52	0
295	-	1	45.5	Yes	53.4	0
296	66.93	G	44.3	Yes	52.2	0
296	-	1	45.2	Yes	53.7	0
297	68.44	G	44.6	Yes	51	0
297	-	1	45.5	Yes	52.2	0
298	69.61	G	45.1	Yes	51	0
298	-	1	45.8	Yes	52	0
299	70	G	45.1	Yes	50.7	0
299	-	1	45.9	Yes	51.7	0
300	70.15	G	45.1	Yes	50.2	0
300	-	1	45.9	Yes	51.2	0
301	70.62	G	45.2	Yes	49.9	0
301	-	1	46.1	Yes	51	0
302	71.15	G	45.4	Yes	49.7	0
302	-	1	46.1	Yes	50.8	0
303	71.63	G	45.5	Yes	49.5	0
303	-	1	46.2	Yes	50.6	0
304	70	G	45.2	Yes	50.7	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
304	-	1	45.7	Yes	51.6	0
305	70.33	G	45.3	Yes	50.2	0
305	-	1	45.6	Yes	51.2	0
306	70.9	G	45.5	Yes	50.1	0
306	-	1	45.9	Yes	51.1	0
307	71.51	G	45.6	Yes	50	0
307	-	1	46.2	Yes	51.2	0
308	72.14	G	45.7	Yes	49.8	0
308	-	1	46.4	Yes	51.1	0
309	72.67	G	45.8	Yes	49.8	0
309	-	1	46.6	Yes	51.1	0
310	73.28	G	46.0	Yes	49.8	0
310	-	1	47.0	Yes	51.3	0
311	74.18	G	46.5	Yes	50.1	0
311	-	1	47.5	Yes	51.5	0
312	74.46	G	46.7	Yes	50.1	0
312	-	1	47.6	Yes	51.4	0
313	74.7	G	46.7	Yes	50	0
313	-	1	47.6	Yes	51.3	0
314	74.9	G	46.8	Yes	50	0
314	-	1	47.7	Yes	51.3	0
315	75.16	G	46.8	Yes	49.9	0
315	-	1	47.8	Yes	51.3	0
316	73.87	G	46.1	Yes	49.7	0
316	-	1	47.1	Yes	51	0
317	73.23	G	46.0	Yes	49.7	0
317	-	1	46.9	Yes	50.9	0
318	72.61	G	45.9	Yes	49.7	0
318	-	1	46.6	Yes	50.9	0
319	71.58	G	45.6	Yes	49.7	0
319	-	1	46.1	Yes	50.7	0
320	73.57	G	46.1	Yes	49.4	0
320	-	1	47.0	Yes	50.5	0
321	74.27	G	46.2	Yes	49.4	0
321	-	1	47.4	Yes	50.8	0
322	74.82	G	46.5	Yes	49.6	0
322	-	1	47.6	Yes	50.9	0
323	75.65	G	47.0	Yes	50	0
323	-	1	48.1	Yes	51.3	0
324	76.47	G	47.6	Yes	50.3	0
324	-	1	48.8	Yes	51.7	0
325	77.27	G	48.1	Yes	50.6	0
325	-	1	49.6	Yes	52.2	0
326	76.44	G	47.4	Yes	50	0
326	-	1	48.7	Yes	51.4	0
327	75.79	G	47.0	Yes	49.7	0
327	-	1	48.2	Yes	51.1	0
328	75.29	G	46.7	Yes	49.5	0
328	-	1	47.8	Yes	50.8	0
329	64.49	G	43.6	Yes	53.4	0
329	-	1	44.3	Yes	54.6	0
330	65	G	43.7	Yes	52.5	0
330	-	1	44.5	Yes	53.8	0
331	65.34	G	43.6	Yes	51.9	0
331	-	1	44.7	Yes	53.3	0
332	66.3	G	43.9	Yes	51.6	0
332	-	1	45.0	Yes	52.9	0
333	67.02	G	44.1	Yes	51.3	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
333	-	1	45.3	Yes	52.6	0
334	67.76	G	44.4	Yes	51	0
334	-	1	45.5	Yes	52.3	0
335	68.68	G	44.8	Yes	50.8	0
335	-	1	45.9	Yes	51.9	0
336	67.84	G	44.2	Yes	50.8	0
336	-	1	45.6	Yes	52.1	0
337	67.7	G	44.2	Yes	50.8	0
337	-	1	45.6	Yes	52.1	0
338	67.22	G	44.0	Yes	50.8	0
338	-	1	45.4	Yes	52.2	0
339	66.59	G	43.9	Yes	50.9	0
339	-	1	45.2	Yes	52.2	0
340	65.94	G	43.9	Yes	51.5	0
340	-	1	45.0	Yes	52.8	0
341	65.52	G	43.9	Yes	51.7	0
341	-	1	44.8	Yes	53	0
342	65.02	G	44.0	Yes	52	0
342	-	1	44.6	Yes	53.2	0
343	64.91	G	43.8	Yes	53.1	0
343	-	1	44.6	Yes	54.3	0
344	68.35	G	44.5	Yes	49.8	0
344	-	1	45.8	Yes	51.2	0
345	68.74	G	44.7	Yes	49.6	0
345	-	1	46.0	Yes	51	0
346	69.18	G	44.8	Yes	49.5	0
346	-	1	46.2	Yes	50.9	0
347	69.7	G	45.1	Yes	49.5	0
347	-	1	46.4	Yes	50.8	0
348	70	G	45.2	Yes	49.3	0
348	-	1	46.5	Yes	50.6	0
349	69.71	G	45.0	Yes	50	0
349	-	1	46.2	Yes	51.1	0
350	70	G	45.1	Yes	49.8	0
350	-	1	46.2	Yes	51	0
351	70	G	45.2	Yes	49.3	0
351	-	1	46.4	Yes	50.5	0
352	70.23	G	45.3	Yes	49.2	0
352	-	1	46.4	Yes	50.4	0
353	71.61	G	45.7	Yes	49.5	0
353	-	1	46.8	Yes	50.6	0
354	73.42	G	46.4	Yes	49.7	0
354	-	1	47.2	Yes	50.7	0
355	74.47	G	46.9	Yes	49.9	0
355	-	1	47.8	Yes	50.9	0
356	74.52	G	46.9	Yes	49.7	0
356	-	1	47.8	Yes	50.8	0
357	75	G	47.0	Yes	49.7	0
357	-	1	48.0	Yes	50.8	0
358	70	G	45.2	Yes	50.1	0
358	-	1	46.1	Yes	51.1	0
359	70.6	G	45.4	Yes	50	0
359	-	1	46.3	Yes	51	0
360	71.35	G	45.6	Yes	49.8	0
360	-	1	46.6	Yes	50.9	0
361	72.1	G	45.8	Yes	49.8	0
361	-	1	46.6	Yes	50.9	0
362	72.81	G	46.1	Yes	49.9	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
362	-	1	46.8	Yes	50.8	0
363	73.43	G	46.3	Yes	49.9	0
363	-	1	47.0	Yes	50.9	0
364	74	G	46.4	Yes	49.8	0
364	-	1	47.3	Yes	50.9	0
365	74.61	G	46.7	Yes	49.8	0
365	-	1	47.5	Yes	50.9	0
366	75	G	46.7	Yes	49.8	0
366	-	1	47.6	Yes	50.9	0
367	75	G	46.6	Yes	49.5	0
367	-	1	47.6	Yes	50.7	0
368	75	G	46.6	Yes	49.4	0
368	-	1	47.7	Yes	50.6	0
369	71.51	G	46.2	Yes	49.4	0
369	-	1	47.4	Yes	50.5	0
370	70.9	G	45.8	Yes	49.2	0
370	-	1	47.0	Yes	50.4	0
371	71.52	G	46.1	Yes	49.3	0
371	-	1	47.3	Yes	50.4	0
372	72.07	G	46.4	Yes	49.5	0
372	-	1	47.5	Yes	50.5	0
373	72.62	G	46.7	Yes	49.6	0
373	-	1	47.8	Yes	50.6	0
374	73.33	G	46.9	Yes	49.6	0
374	-	1	48.2	Yes	50.8	0
375	73.24	G	47.0	Yes	49.7	0
375	-	1	48.1	Yes	50.8	0
376	72.59	G	46.6	Yes	49.5	0
376	-	1	47.9	Yes	50.7	0
377	72.07	G	46.4	Yes	49.4	0
377	-	1	47.7	Yes	50.6	0
378	72.23	G	47.4	Yes	50	0
378	-	1	48.5	Yes	50.9	0
379	72.66	G	47.4	Yes	50	0
379	-	1	48.9	Yes	51.2	0
380	73.01	G	47.8	Yes	50.3	0
380	-	1	49.2	Yes	51.5	0
381	73.38	G	48.1	Yes	50.6	0
381	-	1	49.5	Yes	51.8	0
382	73.7	G	48.4	Yes	50.8	0
382	-	1	49.8	Yes	52	0
383	71.36	G	47.0	Yes	49.8	0
383	-	1	48.0	Yes	50.7	0
384	71.03	G	46.8	Yes	49.8	0
384	-	1	47.8	Yes	50.6	0
385	71.03	G	46.2	Yes	49.6	0
385	-	1	47.7	Yes	50.7	0
386	71.19	G	46.3	Yes	49.8	0
386	-	1	47.8	Yes	50.9	0
387	70.73	G	46.0	Yes	49.6	0
387	-	1	47.5	Yes	50.8	0
388	70.21	G	45.8	Yes	49.6	0
388	-	1	47.2	Yes	50.6	0
389	69.9	G	45.4	Yes	49.4	0
389	-	1	46.9	Yes	50.6	0
390	68.88	G	44.9	Yes	49.4	0
390	-	1	46.3	Yes	50.7	0
391	68.53	G	44.7	Yes	49.5	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
391	-	1	46.1	Yes	50.7	0
392	68.17	G	44.5	Yes	49.6	0
392	-	1	45.9	Yes	50.9	0
393	69.64	G	45.0	Yes	49.8	0
393	-	1	46.6	Yes	51	0
394	70.24	G	45.4	Yes	50.3	0
394	-	1	46.9	Yes	51.1	0
395	70.74	G	45.7	Yes	50.1	0
395	-	1	47.2	Yes	51.2	0
396	71.25	G	46.0	Yes	50.2	0
396	-	1	47.4	Yes	51.3	0
397	71.93	G	46.5	Yes	50.5	0
397	-	1	47.8	Yes	51.5	0
398	71.76	G	46.6	Yes	50.3	0
398	-	1	48.0	Yes	51.2	0
399	71.93	G	46.7	Yes	50.3	0
399	-	1	48.2	Yes	51.2	0
400	72.04	G	46.9	Yes	50.2	0
400	-	1	48.3	Yes	51.3	0
401	72.06	G	47.0	Yes	50.1	0
401	-	1	48.4	Yes	51.2	0
402	72.52	G	47.3	Yes	50.3	0
402	-	1	48.8	Yes	51.4	0
403	72.51	G	47.4	Yes	50.2	0
403	-	1	48.9	Yes	51.4	0
404	72.64	G	47.6	Yes	50.3	0
404	-	1	49.0	Yes	51.4	0
405	75	G	49.8	Yes	51.9	0
405	-	1	51.2	Yes	53.1	0
405	74.13	G	49.0	Yes	51.4	0
405	-	1	50.3	Yes	52.5	0
406	74.58	G	49.4	Yes	51.7	0
406	-	1	50.8	Yes	52.8	0
408	74.09	G	48.8	Yes	51.3	0
408	-	1	50.1	Yes	52.4	0
409	73.91	G	48.6	Yes	51.1	0
409	-	1	49.9	Yes	52.2	0
410	73.88	G	48.5	Yes	51.1	0
410	-	1	49.7	Yes	52.2	0
411	73.89	G	48.4	Yes	51.1	0
411	-	1	49.5	Yes	52.1	0
412	73.78	G	48.2	Yes	51.1	0
412	-	1	49.3	Yes	52	0
413	73.73	G	48.1	Yes	51.1	0
413	-	1	49.0	Yes	52	0
414	73.69	G	47.9	Yes	51.2	0
414	-	1	48.8	Yes	52.1	0
415	73.48	G	47.7	Yes	51.1	0
415	-	1	48.6	Yes	52.2	0
416	73.38	G	47.5	Yes	51.1	0
416	-	1	48.4	Yes	52.4	0
417	71.73	G	46.5	Yes	50.8	0
417	-	1	47.7	Yes	52	0
418	70	G	45.9	Yes	51	0
418	-	1	47.1	Yes	51.5	0
419	70	G	46.0	Yes	51.4	0
419	-	1	47.0	Yes	52	0
420	70	G	46.1	Yes	51.9	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
420	-	1	46.9	Yes	52.6	0
421	70	G	45.7	Yes	51.6	0
421	-	1	46.8	Yes	53.4	0
422	69.57	G	45.5	Yes	52	0
422	-	1	46.6	Yes	53.9	0
423	68.98	G	45.1	Yes	52.7	0
423	-	1	46.3	Yes	54.7	0
424	68.38	G	45.0	Yes	53.5	0
424	-	1	45.9	Yes	55.7	0
425	67.93	G	44.8	Yes	54.4	0
425	-	1	45.7	Yes	56.7	0
426	67.3	G	44.6	Yes	55.6	0
426	-	1	45.4	Yes	58	1
427	66.39	G	43.8	Yes	61.8	1
427	-	1	44.2	Yes	64.5	2
428	65.52	G	43.8	Yes	61.8	1
428	-	1	44.2	Yes	64.5	2
429	64.58	G	43.8	Yes	61.8	1
429	-	1	44.2	Yes	64.5	2
430	70	G	45.4	Yes	51	0
430	-	1	46.8	Yes	52	0
431	70	G	45.3	Yes	51	0
431	-	1	46.6	Yes	52.1	0
432	70	G	45.2	Yes	51	0
432	-	1	46.6	Yes	52.2	0
433	70	G	45.1	Yes	51.2	0
433	-	1	46.4	Yes	52.4	0
434	70	G	45.2	Yes	51.3	0
434	-	1	46.5	Yes	52.5	0
435	69.67	G	44.9	Yes	51.2	0
435	-	1	46.3	Yes	52.5	0
436	68.9	G	44.4	Yes	51.1	0
436	-	1	46.0	Yes	52.4	0
437	68.04	G	44.1	Yes	50.9	0
437	-	1	45.7	Yes	52.2	0
438	67.27	G	44.2	Yes	50.5	0
438	-	1	45.4	Yes	51.8	0
439	66.73	G	44.5	Yes	50.9	0
439	-	1	45.2	Yes	52.1	0
440	66.1	G	45.1	Yes	51.5	0
440	-	1	44.8	Yes	52.5	0
441	65.45	G	45.0	Yes	51.9	0
441	-	1	44.4	Yes	53	0
442	64.6	G	45.0	Yes	52.6	0
442	-	1	44.0	Yes	53.7	0
443	66.23	G	45.1	Yes	52.2	0
443	-	1	44.8	Yes	53.3	0
444	66.95	G	44.0	Yes	51.9	0
444	-	1	45.1	Yes	53.3	0
445	67.58	G	43.9	Yes	52	0
445	-	1	45.4	Yes	53.3	0
446	68.82	G	44.4	Yes	52.1	0
446	-	1	45.8	Yes	53.7	0
447	69.19	G	44.6	Yes	52.1	0
447	-	1	46.0	Yes	53.6	0
448	69.3	G	44.7	Yes	51.9	0
448	-	1	46.1	Yes	53.6	0
449	69.52	G	44.9	Yes	51.8	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
449	-	1	46.2	Yes	53.5	0
450	69.68	G	45.1	Yes	51.7	0
450	-	1	46.4	Yes	53.4	0
451	69.84	G	45.3	Yes	51.7	0
451	-	1	46.5	Yes	53.3	0
452	67.42	G	44.4	Yes	53.6	0
452	-	1	45.3	Yes	55.6	0
453	66.66	G	44.6	Yes	54.6	0
453	-	1	44.9	Yes	56.7	0
454	66.16	G	44.4	Yes	55.7	0
454	-	1	44.7	Yes	58	1
455	65.61	G	43.8	Yes	62.4	1
455	-	1	44.0	Yes	64.9	2
456	65.16	G	43.8	Yes	62.4	1
456	-	1	44.0	Yes	64.9	2
457	64.66	G	43.8	Yes	62.4	1
457	-	1	44.0	Yes	64.9	2
458	67.02	G	44.5	Yes	54	0
458	-	1	45.1	Yes	55.9	0
459	66.37	G	44.3	Yes	54.9	0
459	-	1	44.8	Yes	57	0
460	65.74	G	43.9	Yes	56	0
460	-	1	44.5	Yes	58.2	1
461	65.14	G	43.8	Yes	57.4	0
461	-	1	44.2	Yes	59.7	1
462	64.56	G	43.9	Yes	59.2	1
462	-	1	43.9	Yes	61.7	1
463	63.8	G	44.2	Yes	62.6	2
463	-	1	43.6	Yes	65.3	2
464	64.34	G	44.7	Yes	54.2	0
464	-	1	43.7	Yes	56	0
465	64.86	G	44.8	Yes	54.6	0
465	-	1	44.1	Yes	56.4	0
466	64.57	G	44.7	Yes	54.7	0
466	-	1	44.0	Yes	56.3	0
467	63.26	G	44.3	Yes	57.1	0
467	-	1	43.4	Yes	59.4	1
468	63.63	G	44.3	Yes	57.6	1
468	-	1	43.7	Yes	59.8	1
469	63.5	G	44.4	Yes	57.8	1
469	-	1	43.6	Yes	59.9	1
470	62.07	G	44.1	Yes	60	1
470	-	1	43.2	Yes	62	1
471	62.49	G	44.2	Yes	57.9	1
471	-	1	43.3	Yes	59.8	1
472	62.88	G	44.3	Yes	56.4	0
472	-	1	43.4	Yes	58.2	1
473	63.24	G	44.4	Yes	55.3	0
473	-	1	43.5	Yes	56.9	0
474	63.44	G	44.4	Yes	54.1	0
474	-	1	43.6	Yes	55.6	0
475	60.34	G	43.9	Yes	60.2	1
475	-	1	43.4	Yes	62.7	2
476	60	G	43.9	Yes	60.2	1
476	-	1	43.4	Yes	62.7	2
477	60	G	43.9	Yes	60.2	1
477	-	1	43.4	Yes	62.7	2
478	59.7	G	43.8	Yes	55.5	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
478	-	1	42.7	Yes	57.2	0
479	58.14	G	43.4	Yes	53.5	0
479	-	1	42.7	Yes	55.6	0
480	57.81	G	43.3	Yes	53	0
480	-	1	42.7	Yes	54.8	0
481	57.32	G	43.2	Yes	52.3	0
481	-	1	42.6	Yes	54.1	0
482	56.67	G	43.1	Yes	51.7	0
482	-	1	42.4	Yes	53.4	0
483	55.73	G	42.9	Yes	50.8	0
483	-	1	42.3	Yes	52.4	0
484	61.21	G	44.0	Yes	60	1
484	-	1	43.4	Yes	62.6	2
485	60.02	G	44.0	Yes	60	1
485	-	1	43.4	Yes	62.6	2
486	60	G	44.0	Yes	60	1
486	-	1	43.4	Yes	62.6	2
487	59.3	G	43.6	Yes	54.3	0
487	-	1	42.8	Yes	56.4	0
488	58.67	G	43.4	Yes	53.2	0
488	-	1	42.7	Yes	55.3	0
489	58.18	G	43.3	Yes	52.5	0
489	-	1	42.6	Yes	54.6	0
490	57.76	G	43.2	Yes	52	0
490	-	1	42.6	Yes	54	0
491	56.42	G	43.0	Yes	50.7	0
491	-	1	42.3	Yes	52.5	0
492	56.58	G	42.9	Yes	50.7	0
492	-	1	42.2	Yes	52.5	0
493	56.79	G	43.0	Yes	50.8	0
493	-	1	42.4	Yes	52.6	0
494	56.94	G	43.0	Yes	50.8	0
494	-	1	42.2	Yes	52.6	0
495	57.08	G	43.0	Yes	50.8	0
495	-	1	41.7	Yes	52.6	0
496	58.08	G	43.2	Yes	52.1	0
496	-	1	42.0	Yes	54.1	0
497	58.4	G	43.3	Yes	52.6	0
497	-	1	42.0	Yes	54.6	0
498	58.78	G	43.5	Yes	53.2	0
498	-	1	42.1	Yes	55.3	0
499	59.24	G	43.5	Yes	54	0
499	-	1	42.2	Yes	56.2	0
500	59.94	G	43.7	Yes	55.4	0
500	-	1	42.4	Yes	57.5	1
501	60.23	G	43.8	Yes	56.8	0
501	-	1	42.5	Yes	59.2	1
502	61.44	G	44.1	Yes	59.6	1
502	-	1	42.8	Yes	62.1	1
503	60.59	G	43.8	Yes	60.7	1
503	-	1	42.6	Yes	63.1	2
504	60	G	43.8	Yes	57.3	0
504	-	1	42.4	Yes	59.6	1
505	60	G	43.8	Yes	56.1	0
505	-	1	42.4	Yes	58	1
506	59.53	G	43.7	Yes	54.7	0
506	-	1	42.3	Yes	56.6	0
507	59.07	G	43.6	Yes	53.6	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
507	-	1	42.1	Yes	55.5	0
508	58.45	G	43.4	Yes	52.5	0
508	-	1	42.0	Yes	54.4	0
509	57.91	G	43.3	Yes	51.7	0
509	-	1	41.9	Yes	53.5	0
510	56.77	G	43.1	Yes	50.4	0
510	-	1	41.6	Yes	52.1	0
511	56.84	G	43.1	Yes	50.5	0
511	-	1	41.6	Yes	52.1	0
512	56.87	G	43.1	Yes	50.5	0
512	-	1	41.6	Yes	52.1	0
513	56.76	G	43.1	Yes	50.5	0
513	-	1	41.6	Yes	52.1	0
514	56.69	G	43.1	Yes	50.5	0
514	-	1	41.6	Yes	52.1	0
515	56.61	G	43.0	Yes	50.5	0
515	-	1	41.5	Yes	52.3	0
516	56.6	G	43.0	Yes	50.6	0
516	-	1	41.5	Yes	52.4	0
517	57.58	G	43.2	Yes	51.6	0
517	-	1	41.7	Yes	53.5	0
518	58.07	G	43.3	Yes	52.4	0
518	-	1	41.8	Yes	54.3	0
519	58.63	G	43.4	Yes	53.4	0
519	-	1	42.0	Yes	55.3	0
520	59.21	G	43.6	Yes	54.7	0
520	-	1	42.3	Yes	56.6	0
521	59.43	G	43.6	Yes	55.3	0
521	-	1	42.3	Yes	57.2	0
522	59.82	G	43.7	Yes	56.6	0
522	-	1	42.4	Yes	58.5	1
523	60	G	43.8	Yes	58.1	1
523	-	1	42.5	Yes	60	1
524	60	G	43.7	Yes	60.4	1
524	-	1	42.6	Yes	62.5	2
526	67.08	G	52.3	Yes	54.1	0
526	-	1	53.1	Yes	54.9	0
527	70.37	G	51.8	Yes	53.5	0
527	-	1	52.6	Yes	54.4	0
528	67.5	G	51.6	Yes	53.3	0
528	-	1	52.5	Yes	54.2	0
529	68.3	G	51.8	Yes	53.5	0
529	-	1	52.7	Yes	54.4	0
530	69.7	G	51.8	Yes	53.6	0
530	-	1	52.9	Yes	54.6	0
531	71.19	G	51.7	Yes	53.4	0
531	-	1	52.7	Yes	54.4	0
532	72.38	G	51.9	Yes	53.7	0
532	-	1	52.9	Yes	54.6	0
533	73.57	G	52.1	Yes	53.8	0
533	-	1	53.1	Yes	54.8	0
534	74.80	G	52.0	Yes	53.7	0
534	-	1	52.9	Yes	54.6	0
535	76.14	G	52.3	Yes	54.1	0
535	-	1	53.1	Yes	54.8	0
536	77.58	G	52.6	Yes	54.3	0
536	-	1	53.3	Yes	55	0
537	79.08	G	52.1	Yes	53.8	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
537	-	1	52.8	Yes	54.5	0
538	80.58	G	52.2	Yes	53.9	0
538	-	1	52.9	Yes	54.6	0
539	82.08	G	51.7	Yes	53.5	0
539	-	1	52.5	Yes	54.2	0
540	83.58	G	51.5	Yes	53.3	0
540	-	1	52.3	Yes	54	0
541	85.08	G	51.6	Yes	53.3	0
541	-	1	52.2	Yes	53.9	0
542	86.58	G	51.6	Yes	53.4	0
542	-	1	52.2	Yes	53.9	0
543	88.08	G	51.5	Yes	53.3	0
543	-	1	52.1	Yes	53.8	0
544	89.91	G	51.1	Yes	52.9	0
544	-	1	51.6	Yes	53.4	0
545	89.66	G	51.5	Yes	53.2	0
545	-	1	52.1	Yes	53.8	0
546	88.07	G	51.7	Yes	53.4	0
546	-	1	52.3	Yes	54	0
547	86.58	G	51.8	Yes	53.6	0
547	-	1	52.5	Yes	54.2	0
548	85.08	G	52.0	Yes	53.7	0
548	-	1	52.7	Yes	54.4	0
549	83.58	G	52.3	Yes	54	0
549	-	1	53.0	Yes	54.7	0
550	82.08	G	52.0	Yes	53.8	0
550	-	1	52.8	Yes	54.6	0
551	80.58	G	52.0	Yes	53.8	0
551	-	1	52.9	Yes	54.6	0
552	79.08	G	52.0	Yes	53.8	0
552	-	1	53.0	Yes	54.7	0
553	77.58	G	52.0	Yes	53.7	0
553	-	1	53.1	Yes	54.8	0
554	76.14	G	51.9	Yes	53.6	0
554	-	1	53.1	Yes	54.8	0
555	74.81	G	52.1	Yes	53.9	0
555	-	1	53.3	Yes	55	0
556	73.57	G	52.3	Yes	54	0
556	-	1	53.5	Yes	55.2	0
557	72.38	G	52.3	Yes	54.1	0
557	-	1	53.6	Yes	55.3	0
558	71.19	G	52.4	Yes	54.1	0
558	-	1	53.5	Yes	55.2	0
559	69.71	G	52.5	Yes	54.2	0
559	-	1	53.7	Yes	55.3	0
560	68.54	G	52.7	Yes	54.4	0
560	-	1	53.9	Yes	55.6	0
561	68.09	G	52.9	Yes	54.6	0
561	-	1	54.6	Yes	56.3	0
562	70.38	G	53.1	Yes	54.8	0
562	-	1	54.8	Yes	56.5	0
563	70.34	G	52.4	Yes	54.1	0
563	-	1	53.9	Yes	55.5	0
564	70.73	G	52.3	Yes	54	0
564	-	1	53.7	Yes	55.4	0
565	71.89	G	52.0	Yes	53.7	0
565	-	1	53.4	Yes	55.1	0
566	73.19	G	52.0	Yes	53.7	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
566	-	1	53.3	Yes	55	0
567	74.69	G	51.9	Yes	53.6	0
567	-	1	53.1	Yes	54.8	0
568	76.19	G	52.0	Yes	53.7	0
568	-	1	53.2	Yes	54.9	0
569	77.69	G	52.0	Yes	53.8	0
569	-	1	53.1	Yes	54.8	0
570	89.19	G	52.1	Yes	53.8	0
570	-	1	53.0	Yes	54.7	0
571	80.69	G	52.1	Yes	53.8	0
571	-	1	52.9	Yes	54.6	0
572	82.19	G	52.3	Yes	54	0
572	-	1	53.0	Yes	54.7	0
573	83.19	G	52.0	Yes	53.7	0
573	-	1	52.7	Yes	54.4	0
574	85.19	G	51.8	Yes	53.6	0
574	-	1	52.5	Yes	54.2	0
575	87.07	G	51.7	Yes	53.4	0
575	-	1	52.3	Yes	54	0
576	88.47	G	51.5	Yes	53.2	0
576	-	1	52.3	Yes	54	0
577	86.45	G	51.9	Yes	53.6	0
577	-	1	52.7	Yes	54.4	0
578	84.95	G	52.2	Yes	53.9	0
578	-	1	53.0	Yes	54.7	0
579	83.45	G	52.4	Yes	54.1	0
579	-	1	53.2	Yes	54.9	0
580	81.95	G	52.4	Yes	54.1	0
580	-	1	53.3	Yes	55	0
581	80.45	G	52.4	Yes	54.1	0
581	-	1	53.5	Yes	55.1	0
582	78.95	G	52.4	Yes	54.1	0
582	-	1	53.5	Yes	55.2	0
583	77.45	G	52.3	Yes	54.1	0
583	-	1	53.6	Yes	55.3	0
584	75.57	G	52.3	Yes	54.1	0
584	-	1	53.6	Yes	55.3	0
585	73.69	G	52.5	Yes	54.2	0
585	-	1	53.8	Yes	55.5	0
586	71.53	G	52.9	Yes	54.6	0
586	-	1	54.2	Yes	55.9	0
587	70.63	G	53.4	Yes	55.1	0
587	-	1	54.8	Yes	56.4	0
588	71.39	G	53.6	Yes	55.2	0
588	-	1	55.0	Yes	56.7	0
589	72.11	G	53.1	Yes	54.8	0
589	-	1	54.5	Yes	56.1	0
590	72.98	G	52.8	Yes	54.5	0
590	-	1	54.2	Yes	55.8	0
591	74.89	G	52.6	Yes	54.3	0
591	-	1	54.0	Yes	55.6	0
592	76.24	G	52.6	Yes	54.3	0
592	-	1	53.9	Yes	55.6	0
593	77.69	G	52.7	Yes	54.3	0
593	-	1	53.8	Yes	55.5	0
594	79.14	G	52.7	Yes	54.4	0
594	-	1	53.7	Yes	55.4	0
595	80.60	G	52.8	Yes	54.5	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
595	-	1	53.7	Yes	55.4	0
596	82.05	G	52.3	Yes	54	0
596	-	1	53.2	Yes	54.9	0
597	83.502	G	52.1	Yes	53.8	0
597	-	1	53.0	Yes	54.7	0
598	85.32	G	51.8	Yes	53.6	0
598	-	1	52.7	Yes	54.4	0
599	86.77	G	51.4	Yes	53.2	0
599	-	1	52.3	Yes	54.1	0
600	88.05	G	51.2	Yes	52.9	0
600	-	1	52.4	Yes	54.1	0
601	86.61	G	52.1	Yes	53.8	0
601	-	1	53.1	Yes	54.8	0
602	85.15	G	52.4	Yes	54.1	0
602	-	1	53.4	Yes	55.1	0
603	83.71	G	52.7	Yes	54.4	0
603	-	1	53.7	Yes	55.3	0
604	82.25	G	52.9	Yes	54.6	0
604	-	1	53.9	Yes	55.5	0
605	80.80	G	53.1	Yes	54.8	0
605	-	1	54.1	Yes	55.8	0
606	79.35	G	53.3	Yes	55	0
606	-	1	54.4	Yes	56	0
607	77.89	G	53.5	Yes	55.1	0
607	-	1	54.7	Yes	56.3	0
608	76.44	G	53.3	Yes	54.9	0
608	-	1	54.7	Yes	56.3	0
609	74.63	G	53.4	Yes	55.1	0
609	-	1	54.9	Yes	56.5	0
610	73.22	G	53.9	Yes	55.6	0
610	-	1	55.4	Yes	57	0
611	72.35	G	54.5	Yes	56.1	0
611	-	1	56.1	Yes	57.7	1
612	72.82	G	53.8	Yes	55.5	0
612	-	1	55.4	Yes	57	0
613	74.39	G	53.7	Yes	55.3	0
613	-	1	55.2	Yes	56.8	0
614	75.89	G	53.5	Yes	55.1	0
614	-	1	54.8	Yes	56.5	0
615	77.39	G	53.5	Yes	55.1	0
615	-	1	54.7	Yes	56.3	0
616	78.89	G	53.4	Yes	55.1	0
616	-	1	54.5	Yes	56.1	0
617	80.39	G	53.2	Yes	54.8	0
617	-	1	54.2	Yes	55.8	0
618	81.89	G	52.8	Yes	54.5	0
618	-	1	53.9	Yes	55.5	0
619	83.20	G	52.5	Yes	54.2	0
619	-	1	53.6	Yes	55.2	0
620	84.26	G	52.3	Yes	54	0
620	-	1	53.3	Yes	55	0
621	85.05	G	52.0	Yes	53.7	0
621	-	1	53.0	Yes	54.7	0
622	85.75	G	51.0	Yes	52.8	0
622	-	1	52.3	Yes	54	0
623	86.37	G	51.0	Yes	52.7	0
623	-	1	52.2	Yes	53.9	0
624	86.11	G	51.2	Yes	52.9	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
624	-	1	52.5	Yes	54.2	0
625	85.86	G	51.6	Yes	53.3	0
625	-	1	52.8	Yes	54.5	0
626	85.58	G	52.2	Yes	53.9	0
626	-	1	53.3	Yes	55	0
627	85.05	G	52.6	Yes	54.3	0
627	-	1	53.7	Yes	55.3	0
628	84.26	G	53.0	Yes	54.6	0
628	-	1	54.0	Yes	55.7	0
629	83.20	G	53.6	Yes	55.2	0
629	-	1	54.6	Yes	56.2	0
630	81.89	G	53.7	Yes	55.3	0
630	-	1	54.7	Yes	56.4	0
631	80.39	G	53.9	Yes	55.5	0
631	-	1	55.0	Yes	56.6	0
632	78.89	G	54.1	Yes	55.7	0
632	-	1	55.3	Yes	56.9	0
633	77.40	G	54.0	Yes	55.6	0
633	-	1	55.5	Yes	57.1	0
634	75.89	G	54.0	Yes	55.6	0
634	-	1	55.7	Yes	57.3	0
635	74.39	G	54.1	Yes	55.8	0
635	-	1	56.0	Yes	57.6	1
636	72.82	G	54.9	Yes	56.5	0
636	-	1	56.8	Yes	58.4	1
637	72.36	G	56.1	Yes	57.7	1
637	-	1	57.9	Yes	59.5	1
638	73.13	G	56.5	Yes	58.1	1
638	-	1	58.4	Yes	59.9	1
639	73.36	G	54.9	Yes	56.5	0
639	-	1	56.9	Yes	58.4	1
640	74.96	G	54.2	Yes	55.8	0
640	-	1	56.1	Yes	57.6	1
641	76.26	G	54.3	Yes	55.9	0
641	-	1	55.9	Yes	57.5	1
642	77.46	G	54.2	Yes	55.8	0
642	-	1	55.7	Yes	57.3	0
643	78.56	G	54.2	Yes	55.8	0
643	-	1	55.4	Yes	57	0
644	79.56	G	54.1	Yes	55.7	0
644	-	1	55.3	Yes	56.9	0
645	80.45	G	53.6	Yes	55.3	0
645	-	1	54.7	Yes	56.3	0
646	81.39	G	53.4	Yes	55	0
646	-	1	54.4	Yes	56	0
647	82.08	G	53.1	Yes	54.7	0
647	-	1	54.1	Yes	55.8	0
648	82.66	G	53.0	Yes	54.6	0
648	-	1	54.0	Yes	55.6	0
649	82.98	G	52.7	Yes	54.3	0
649	-	1	53.7	Yes	55.3	0
650	83.44	G	52.3	Yes	54	0
650	-	1	53.3	Yes	54.9	0
651	83.73	G	51.9	Yes	53.6	0
651	-	1	52.9	Yes	54.6	0
652	83.74	G	52.5	Yes	54.2	0
652	-	1	53.5	Yes	55.2	0
653	83.4	G	53.0	Yes	54.6	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
653	-	1	53.9	Yes	55.6	0
654	82.95	G	53.3	Yes	54.9	0
654	-	1	54.3	Yes	55.9	0
655	82.47	G	53.3	Yes	55	0
655	-	1	54.4	Yes	56	0
656	81.89	G	53.6	Yes	55.3	0
656	-	1	54.7	Yes	56.4	0
657	81.21	G	54.0	Yes	55.6	0
657	-	1	55.1	Yes	56.7	0
658	80.42	G	54.5	Yes	56.1	0
658	-	1	55.6	Yes	57.1	0
659	79.53	G	54.5	Yes	56.1	0
659	-	1	55.8	Yes	57.4	0
660	78.53	G	54.5	Yes	56.1	0
660	-	1	56.0	Yes	57.6	1
661	77.43	G	54.8	Yes	56.4	0
661	-	1	56.4	Yes	58	1
662	76.23	G	55.3	Yes	56.9	0
662	-	1	56.8	Yes	58.4	1
663	74.94	G	55.9	Yes	57.4	0
663	-	1	57.4	Yes	58.9	1
664	74.00	G	56.9	Yes	58.5	1
664	-	1	58.5	Yes	60	1
665	73.50	G	57.1	Yes	58.7	1
665	-	1	58.7	Yes	60.3	1
666	73.83	G	56.1	Yes	57.6	1
666	-	1	57.5	Yes	59.1	1
667	75.00	G	55.3	Yes	56.8	0
667	-	1	56.7	Yes	58.3	1
668	76.51	G	54.8	Yes	56.4	0
668	-	1	56.3	Yes	57.9	1
669	78.01	G	55.9	Yes	57.5	1
669	-	1	56.7	Yes	58.3	1
670	79.51	G	55.3	Yes	56.9	0
670	-	1	56.2	Yes	57.8	1
671	81.01	G	54.9	Yes	56.5	0
671	-	1	55.8	Yes	57.4	0
672	82.38	G	54.4	Yes	56.1	0
672	-	1	55.4	Yes	57	0
673	83.4	G	54.0	Yes	55.6	0
673	-	1	54.9	Yes	56.5	0
674	84.1	G	53.4	Yes	55	0
674	-	1	54.5	Yes	56.1	0
675	84.64	G	52.7	Yes	54.4	0
675	-	1	53.9	Yes	55.5	0
676	85.27	G	52.0	Yes	53.6	0
676	-	1	53.2	Yes	54.9	0
677	85.27	G	52.5	Yes	54.2	0
677	-	1	53.7	Yes	55.3	0
678	84.67	G	53.0	Yes	54.7	0
678	-	1	54.2	Yes	55.8	0
679	84.31	G	53.8	Yes	55.4	0
679	-	1	54.9	Yes	56.5	0
680	83.63	G	54.4	Yes	56	0
680	-	1	55.4	Yes	57	0
681	81.45	G	55.0	Yes	56.6	0
681	-	1	55.9	Yes	57.4	0
682	81.45	G	55.6	Yes	57.2	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
682	-	1	56.4	Yes	58	1
683	79.58	G	56.2	Yes	57.8	1
683	-	1	57.0	Yes	58.5	1
684	78.09	G	56.9	Yes	58.5	1
684	-	1	57.6	Yes	59.1	1
685	76.43	G	56.1	Yes	57.6	1
685	-	1	57.3	Yes	58.8	1
686	73.88	G	56.4	Yes	57.9	1
686	-	1	58.1	Yes	59.6	1
687	73.85	G	56.8	Yes	58.4	1
687	-	1	58.3	Yes	59.8	1
688	73.92	G	57.1	Yes	58.6	1
688	-	1	58.3	Yes	59.8	1
689	73.96	G	56.4	Yes	57.9	1
689	-	1	58.1	Yes	59.6	1
690	74.01	G	56.4	Yes	57.9	1
690	-	1	58.0	Yes	59.6	1
691	74.08	G	57.1	Yes	58.7	1
691	-	1	58.3	Yes	59.8	1
692	75.50	G	56.4	Yes	57.9	1
692	-	1	57.4	Yes	59	1
693	77.34	G	56.1	Yes	57.7	1
693	-	1	57.1	Yes	58.6	1
694	79.21	G	55.8	Yes	57.4	0
694	-	1	56.6	Yes	58.2	1
695	80.48	G	55.0	Yes	56.6	0
695	-	1	56.3	Yes	57.9	1
696	81.39	G	54.3	Yes	55.9	0
696	-	1	55.7	Yes	57.3	0
697	82.05	G	53.9	Yes	55.5	0
697	-	1	55.3	Yes	56.9	0
698	82.41	G	53.3	Yes	54.9	0
698	-	1	54.6	Yes	56.2	0
699	83.00	G	52.9	Yes	54.5	0
699	-	1	54.1	Yes	55.7	0
700	83.00	G	53.6	Yes	55.2	0
700	-	1	54.7	Yes	56.3	0
701	82.40	G	54.2	Yes	55.8	0
701	-	1	55.1	Yes	56.7	0
702	82.19	G	54.9	Yes	56.5	0
702	-	1	55.7	Yes	57.3	0
703	81.55	G	55.3	Yes	56.9	0
703	-	1	56.2	Yes	57.8	1
704	80.74	G	55.8	Yes	57.4	0
704	-	1	56.6	Yes	58.1	1
705	79.21	G	56.3	Yes	57.9	1
705	-	1	57.2	Yes	58.7	1
706	77.31	G	56.4	Yes	57.9	1
706	-	1	57.3	Yes	58.8	1
707	74.22	G	56.7	Yes	58.2	1
707	-	1	58.1	Yes	59.6	1
708	74.26	G	56.7	Yes	58.3	1
708	-	1	58.0	Yes	59.5	1
709	74.3	G	56.7	Yes	58.2	1
709	-	1	57.9	Yes	59.4	1
710	74.34	G	56.7	Yes	58.2	1
710	-	1	57.9	Yes	59.4	1
711	74.37	G	56.7	Yes	58.3	1

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
711	-	1	58.0	Yes	59.5	1
712	74.48	G	56.8	Yes	58.3	1
712	-	1	58.0	Yes	59.5	1
713	76.00	G	56.3	Yes	57.9	1
713	-	1	57.4	Yes	58.9	1
714	77.64	G	55.9	Yes	57.4	0
714	-	1	56.8	Yes	58.4	1
715	79.18	G	54.9	Yes	56.5	0
715	-	1	56.1	Yes	57.6	1
716	79.99	G	54.9	Yes	56.4	0
716	-	1	56.1	Yes	57.6	1
717	80.83	G	54.2	Yes	55.8	0
717	-	1	55.6	Yes	57.2	0
718	80.84	G	54.1	Yes	55.7	0
718	-	1	55.5	Yes	57.1	0
719	81.43	G	53.7	Yes	55.3	0
719	-	1	54.8	Yes	56.3	0
720	81.43	G	54.7	Yes	56.2	0
720	-	1	55.4	Yes	56.9	0
721	80.79	G	54.7	Yes	56.2	0
721	-	1	55.5	Yes	57.1	0
722	70.42	G	55.0	Yes	56.5	0
722	-	1	55.9	Yes	57.5	1
723	79.75	G	55.3	Yes	56.8	0
723	-	1	56.4	Yes	57.9	1
724	78.80	G	55.7	Yes	57.2	0
724	-	1	56.8	Yes	58.3	1
725	76.97	G	56.1	Yes	57.6	1
725	-	1	57.2	Yes	58.7	1
726	74.61	G	56.7	Yes	58.3	1
726	-	1	58.0	Yes	59.5	1
727	74.66	G	56.7	Yes	58.3	1
727	-	1	58.0	Yes	59.5	1
728	74.74	G	56.8	Yes	58.3	1
728	-	1	58.0	Yes	59.5	1
729	74.84	G	56.7	Yes	58.3	1
729	-	1	58.0	Yes	59.5	1
730	74.95	G	56.7	Yes	58.2	1
730	-	1	57.9	Yes	59.5	1
731	75.09	G	56.8	Yes	58.4	1
731	-	1	58.1	Yes	59.6	1
732	76.72	G	56.0	Yes	57.6	1
732	-	1	57.2	Yes	58.7	1
733	78.55	G	55.7	Yes	57.2	0
733	-	1	56.8	Yes	58.3	1
734	79.49	G	55.4	Yes	57	0
734	-	1	56.4	Yes	58	1
735	80.17	G	55.2	Yes	56.7	0
735	-	1	56.1	Yes	57.7	1
736	80.53	G	54.8	Yes	56.3	0
736	-	1	55.7	Yes	57.3	0
737	81.18	G	54.9	Yes	56.5	0
737	-	1	55.5	Yes	57.1	0
738	81.18	G	54.7	Yes	56.2	0
738	-	1	55.4	Yes	56.9	0
739	80.63	G	54.8	Yes	56.4	0
739	-	1	55.7	Yes	57.2	0
740	80.45	G	55.1	Yes	56.7	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
740	-	1	56.0	Yes	57.5	1
741	79.88	G	55.3	Yes	56.9	0
741	-	1	56.2	Yes	57.8	1
742	79.16	G	55.3	Yes	56.8	0
742	-	1	56.4	Yes	58	1
743	77.60	G	55.5	Yes	57.1	0
743	-	1	56.7	Yes	58.3	1
744	75.60	G	56.5	Yes	58	1
744	-	1	57.8	Yes	59.3	1
745	75.70	G	56.9	Yes	58.4	1
745	-	1	58.0	Yes	59.5	1
746	75.82	G	57.1	Yes	58.6	1
746	-	1	58.2	Yes	59.7	1
747	75.93	G	57.0	Yes	58.6	1
747	-	1	58.1	Yes	59.6	1
748	76.19	G	56.9	Yes	58.4	1
748	-	1	58.0	Yes	59.5	1
749	68.73	G	55.0	Yes	56.7	0
749	-	1	57.4	Yes	59.0	1
750	77.66	G	55.8	Yes	57.3	0
750	-	1	57.1	Yes	58.6	1
751	78.43	G	55.4	Yes	57	0
751	-	1	56.7	Yes	58.2	1
752	79.03	G	55.0	Yes	56.6	0
752	-	1	56.1	Yes	57.6	1
753	79.63	G	54.8	Yes	56.4	0
753	-	1	55.8	Yes	57.3	0
754	80.23	G	54.6	Yes	56.1	0
754	-	1	55.5	Yes	57	0
755	80.83	G	54.6	Yes	56.1	0
755	-	1	55.3	Yes	56.9	0
756	71.53	G	55.5	Yes	57	0
756	-	1	58.1	Yes	59.6	1
757	71.37	G	56.7	Yes	58.3	1
757	-	1	58.8	Yes	60.4	1
758	71.22	G	56.4	Yes	58	1
758	-	1	58.6	Yes	60.2	1
759	71.22	G	55.9	Yes	57.5	1
759	-	1	58.3	Yes	59.9	1
760	71.06	G	55.9	Yes	57.5	1
760	-	1	58.3	Yes	59.9	1
761	71.06	G	55.9	Yes	57.5	1
761	-	1	58.3	Yes	59.8	1
762	70.92	G	55.8	Yes	57.4	0
762	-	1	58.2	Yes	59.7	1
763	70.92	G	55.9	Yes	57.5	1
763	-	1	58.1	Yes	59.7	1
764	70.79	G	55.9	Yes	57.5	1
764	-	1	58.1	Yes	59.7	1
765	70.79	G	55.9	Yes	57.5	1
765	-	1	58.2	Yes	59.7	1
766	70.64	G	56.0	Yes	57.6	1
766	-	1	58.1	Yes	59.7	1
767	70.64	G	56.0	Yes	57.6	1
767	-	1	58.2	Yes	59.8	1
768	70.5	G	56.1	Yes	57.7	1
768	-	1	58.2	Yes	59.8	1
769	70.5	G	56.2	Yes	57.8	1

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
769	-	1	58.3	Yes	59.8	1
770	70.38	G	56.3	Yes	57.9	1
770	-	1	58.3	Yes	59.9	1
771	70.38	G	56.4	Yes	58	1
771	-	1	58.4	Yes	60	1
772	70.23	G	56.5	Yes	58.1	1
772	-	1	58.4	Yes	60	1
773	70.23	G	56.3	Yes	57.9	1
773	-	1	58.4	Yes	60	1
774	69.79	G	55.6	Yes	57.3	0
774	-	1	58.1	Yes	59.7	1
775	69.93	G	55.4	Yes	57.1	0
775	-	1	58.1	Yes	59.6	1
776	69.67	G	55.2	Yes	56.8	0
776	-	1	57.9	Yes	59.5	1
777	69.67	G	55.1	Yes	56.7	0
777	-	1	57.8	Yes	59.4	1
778	69.52	G	55.0	Yes	56.6	0
778	-	1	57.8	Yes	59.4	1
779	69.52	G	54.9	Yes	56.6	0
779	-	1	57.6	Yes	59.1	1
780	69.38	G	54.8	Yes	56.4	0
780	-	1	57.4	Yes	59	1
781	69.38	G	54.8	Yes	56.5	0
781	-	1	57.4	Yes	59	1
782	69.26	G	55.0	Yes	56.6	0
782	-	1	57.5	Yes	59.1	1
783	69.26	G	55.2	Yes	56.8	0
783	-	1	57.6	Yes	59.2	1
784	69.11	G	55.3	Yes	57	0
784	-	1	57.6	Yes	59.2	1
785	69.11	G	55.3	Yes	56.9	0
785	-	1	57.5	Yes	59.1	1
786	68.98	G	55.4	Yes	57	0
786	-	1	57.6	Yes	59.2	1
787	68.98	G	55.4	Yes	57.1	0
787	-	1	57.5	Yes	59.1	1
788	68.85	G	55.4	Yes	57	0
788	-	1	57.5	Yes	59.1	1
789	68.85	G	55.4	Yes	57	0
789	-	1	57.5	Yes	59.1	1
790	68.73	G	55.3	Yes	56.9	0
790	-	1	57.5	Yes	59.1	1
791	68.73	G	55.1	Yes	56.8	0
791	-	1	57.5	Yes	59.1	1
792	65	G	43.9	Yes	55.4	0
792	-	1	44.9	Yes	57.3	0
804	59.73	G	47.5	Yes	56.6	0
804	-	1	48.4	Yes	58	1
805	60	G	50.3	Yes	54.4	0
805	-	1	51.2	Yes	55.8	0
806	60	G	50.2	Yes	54.3	0
806	-	1	51.1	Yes	55.7	0
807	60	G	49.9	Yes	54.5	0
807	-	1	50.8	Yes	55.9	0
808	60	G	49.6	Yes	54.9	0
808	-	1	50.4	Yes	56.2	0
809	60	G	49.4	Yes	55.4	0

Lot	Pad Level RL (m)	Floor	L _{A10,18h} dB(A) (free field, State Roads only)	Complies AO38.1 ≤60dB(A)	L _{A10,18h} dB(A) (façade corrected, incl. Ripley Loop Road)	QDC Category
809	-	1	50.1	Yes	56.9	0
810	59.91	G	49.3	Yes	55.7	0
810	-	1	49.9	Yes	57.2	0
811	59.88	G	49.2	Yes	55.9	0
811	-	1	49.7	Yes	57.4	0
812	59.8	G	48.7	Yes	56.6	0
812	-	1	49.3	Yes	58.1	1
813	65.61	G	47.2	Yes	55.4	0
813	-	1	48.4	Yes	57.1	0
814	60	G	50.8	Yes	53.3	0
814	60	1	52.1	Yes	54.6	0

Based on the noise levels presented in Table 7, façade treatments are required in accordance with QDC MP4.4. Refer to Section 8 for recommendations. Compliance of outdoor recreational areas with AO38.1 is predicted for all lots without the need for further treatment.

Figures 4 and 5 show the predicted road traffic noise contours for the development.

Figure 4: Predicted Noise Impacts (2034, Ground Floor, façade corrected, incl. Ripley Loop Road)

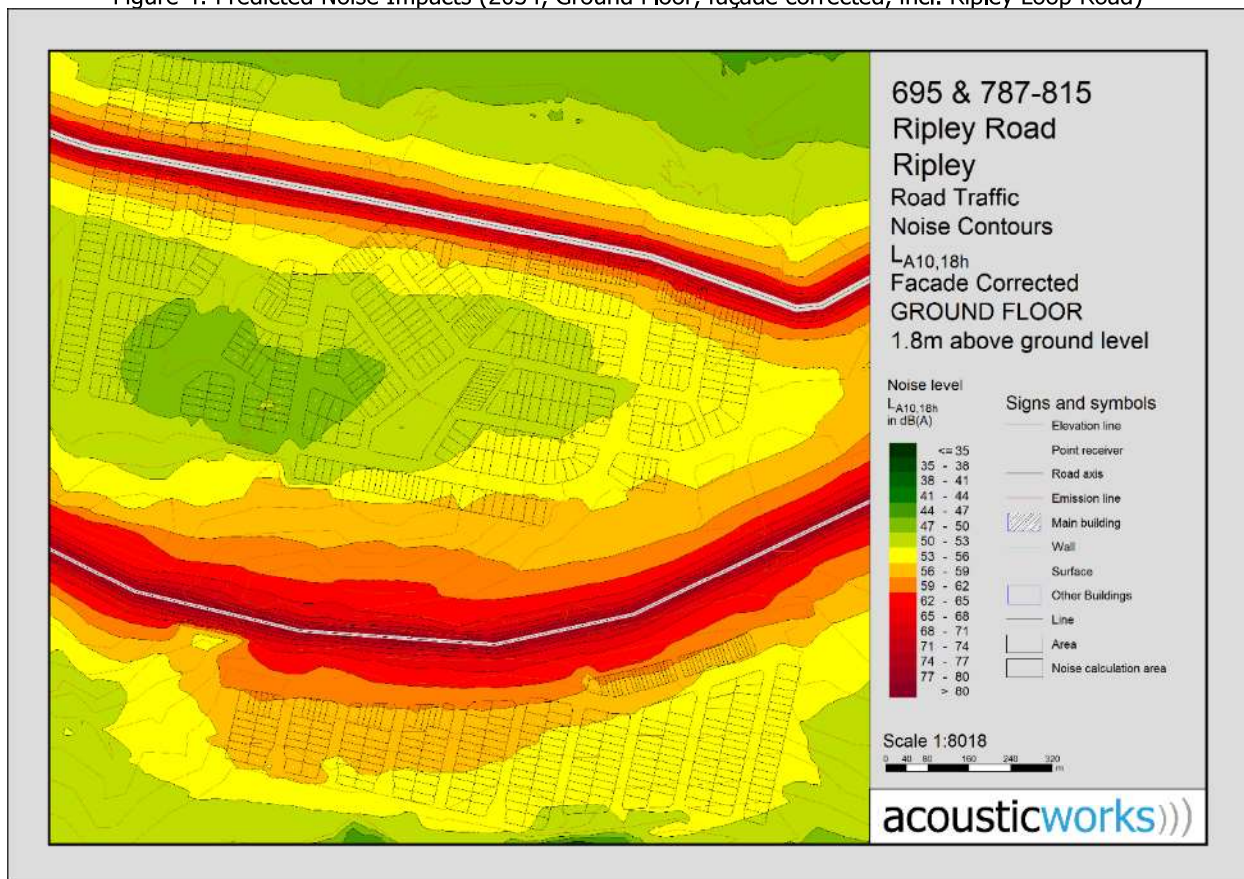


Figure 5: Predicted Noise Impacts (2034, Level 1, façade corrected, incl. Ripley Loop Road)

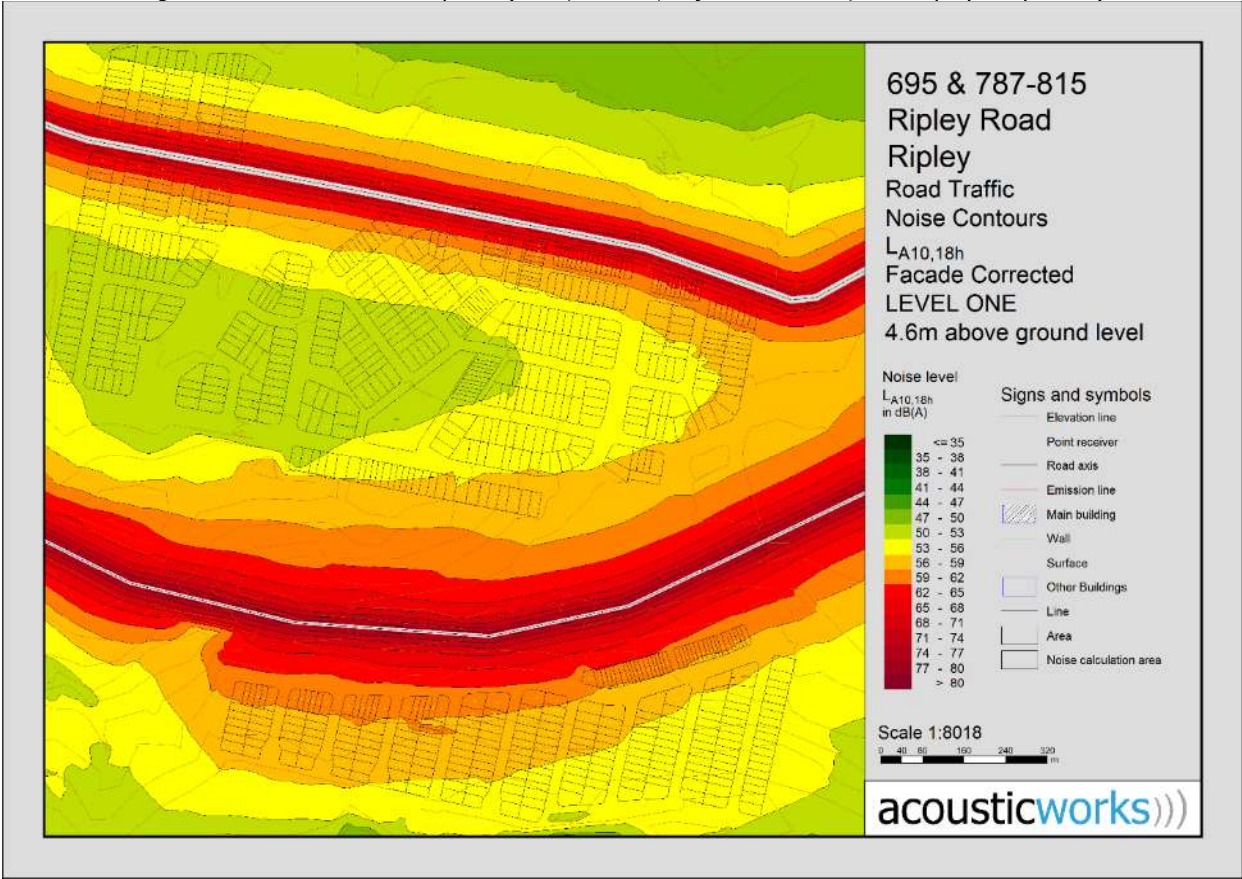
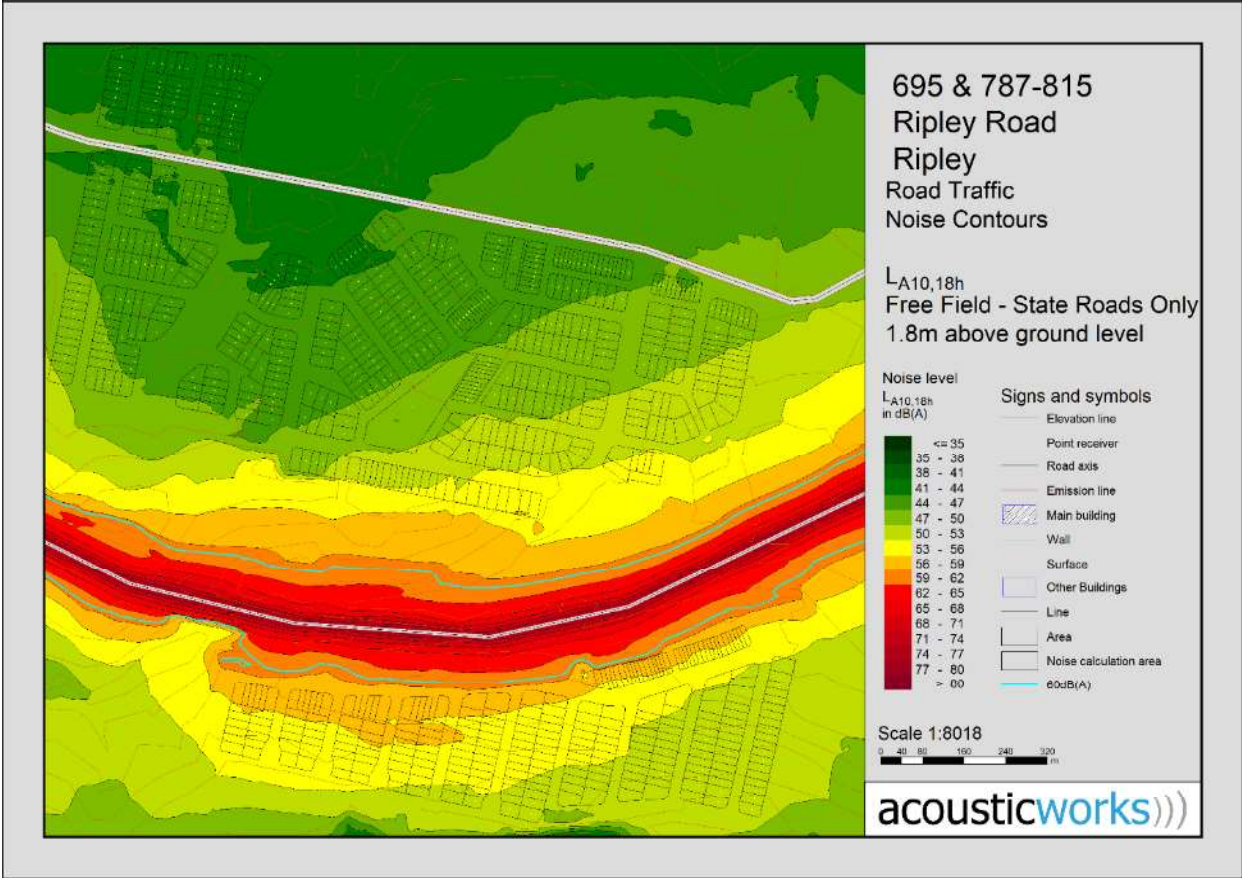


Figure 6: Predicted Noise Impacts (2034, free field)



8. Acoustic Recommendations

8.1 Road Traffic Noise

Based on the noise levels presented in Section 7.3, compliance with AO38.1 of State Code 1 is predicted without the need for further treatment.

8.1.1 Glazing and Noise Category

Assessment was conducted in accordance with Queensland Development Code (QDC) Part MP4.4. The results, including glazing treatments and the noise category, are presented in the Table 8 for all locations in QDC Category 1 or above. All other locations would be classified as QDC Category 0.

The minimum glazing treatments presented in Table 8 are required to comply with the following:

- The minimum glass thickness specified shall not be reduced regardless of the R_w performance of the glazing system.
- If compliance cannot be achieved with the minimum R_w ratings, the glazing system shall be upgraded until compliance is achieved.
- Glazing specified with acoustic seals requires a Q-Lon seal or an equivalent acoustic product, mohair seals are not acceptable.
- The glazier shall provide NATA test reports on request to verify compliance with the minimum R_w ratings. Generic reports are not acceptable.

Table 8: QDC Noise Categories and Acoustic Treatments

Lot	Floor	QDC Category	QDC R_w Ratings					QDC Glazing Windows	Acoustic seals
			Wall	Roof	Windows	Entry door	Floors		
1	G	1	35	-	27	-	-	4mm float	yes
1	1	1	35	35	27	-	-	4mm float	yes
2	G	1	35	-	27	-	-	4mm float	yes
2	1	1	35	35	27	-	-	4mm float	yes
3	G	1	35	-	27	-	-	4mm float	yes
3	1	1	35	35	27	-	-	4mm float	yes
4	G	1	35	-	27	-	-	4mm float	yes
4	1	2	41	38	35	-	-	10.38 lam	yes
5	G	1	35	-	27	-	-	4mm float	yes
5	1	1	35	35	27	-	-	4mm float	yes
6	G	1	35	-	27	-	-	4mm float	yes
6	1	1	35	35	27	-	-	4mm float	yes
7	G	1	35	-	27	-	-	4mm float	yes
7	1	1	35	35	27	-	-	4mm float	yes
8	G	1	35	-	27	-	-	4mm float	yes
8	1	2	41	38	35	-	-	10.38 lam	yes
9	G	1	35	-	27	-	-	4mm float	yes
9	1	2	41	38	35	-	-	10.38 lam	yes
10	G	1	35	-	27	-	-	4mm float	yes
10	1	2	41	38	35	-	-	10.38 lam	yes
11	1	1	35	35	27	-	-	4mm float	yes
28	G	1	35	-	27	-	-	4mm float	yes
28	1	1	35	35	27	-	-	4mm float	yes
29	G	1	35	-	27	-	-	4mm float	yes
29	1	1	35	35	27	-	-	4mm float	yes

Lot	Floor	QDC Category	QDC Rw Ratings					QDC Glazing	Acoustic seals
			Wall	Roof	Windows	Entry door	Floors	Windows	
30	G	1	35	-	27	-	-	4mm float	yes
30	1	1	35	35	27	-	-	4mm float	yes
31	G	1	35	-	27	-	-	4mm float	yes
31	1	1	35	35	27	-	-	4mm float	yes
32	G	1	35	-	27	-	-	4mm float	yes
32	1	1	35	35	27	-	-	4mm float	yes
33	G	1	35	-	27	-	-	4mm float	yes
33	1	1	35	35	27	-	-	4mm float	yes
34	G	1	35	-	27	-	-	4mm float	yes
34	1	1	35	35	27	-	-	4mm float	yes
35	G	1	35	-	27	-	-	4mm float	yes
35	1	1	35	35	27	-	-	4mm float	yes
36	1	1	35	35	27	-	-	4mm float	yes
37	1	1	35	35	27	-	-	4mm float	yes
75	G	1	35	-	27	-	-	4mm float	yes
75	1	1	35	35	27	-	-	4mm float	yes
76	G	1	35	-	27	-	-	4mm float	yes
76	1	1	35	35	27	-	-	4mm float	yes
77	G	1	35	-	27	-	-	4mm float	yes
77	1	1	35	35	27	-	-	4mm float	yes
78	G	1	35	-	27	-	-	4mm float	yes
78	1	1	35	35	27	-	-	4mm float	yes
79	G	1	35	-	27	-	-	4mm float	yes
79	1	1	35	35	27	-	-	4mm float	yes
80	G	1	35	-	27	-	-	4mm float	yes
80	1	1	35	35	27	-	-	4mm float	yes
81	G	1	35	-	27	-	-	4mm float	yes
81	1	1	35	35	27	-	-	4mm float	yes
82	G	1	35	-	27	-	-	4mm float	yes
82	1	1	35	35	27	-	-	4mm float	yes
83	G	1	35	-	27	-	-	4mm float	yes
83	1	1	35	35	27	-	-	4mm float	yes
84	G	1	35	-	27	-	-	4mm float	yes
84	1	1	35	35	27	-	-	4mm float	yes
85	G	1	35	-	27	-	-	4mm float	yes
85	1	1	35	35	27	-	-	4mm float	yes
86	G	1	35	-	27	-	-	4mm float	yes
86	1	1	35	35	27	-	-	4mm float	yes
87	G	1	35	-	27	-	-	4mm float	yes
87	1	1	35	35	27	-	-	4mm float	yes
88	G	1	35	-	27	-	-	4mm float	yes
88	1	1	35	35	27	-	-	4mm float	yes
89	G	1	35	-	27	-	-	4mm float	yes
89	1	1	35	35	27	-	-	4mm float	yes
90	G	1	35	-	27	-	-	4mm float	yes
90	1	1	35	35	27	-	-	4mm float	yes
91	G	1	35	-	27	-	-	4mm float	yes
91	1	2	41	38	35	-	-	10.38 lam	yes
92	G	1	35	-	27	-	-	4mm float	yes
92	1	1	35	35	27	-	-	4mm float	yes
93	G	1	35	-	27	-	-	4mm float	yes
93	1	1	35	35	27	-	-	4mm float	yes
94	1	1	35	-	27	-	-	4mm float	yes

Lot	Floor	QDC Category	QDC Rw Ratings					QDC Glazing	Acoustic seals
			Wall	Roof	Windows	Entry door	Floors	Windows	
95	1	1	35	35	27	-	-	4mm float	yes
96	1	1	35	35	27	-	-	4mm float	yes
112	1	1	35	35	27	-	-	4mm float	yes
113	1	1	35	35	27	-	-	4mm float	yes
114	G	1	35	-	27	-	-	4mm float	yes
114	1	1	35	35	27	-	-	4mm float	yes
115	G	1	35	-	27	-	-	4mm float	yes
115	1	2	41	38	35	-	-	10.38 lam	yes
206	1	1	35	35	27	-	-	4mm float	yes
207	1	1	35	35	27	-	-	4mm float	yes
208	1	1	35	35	27	-	-	4mm float	yes
255	1	1	35	35	27	-	-	4mm float	yes
256	1	1	35	35	27	-	-	4mm float	yes
257	1	1	35	35	27	-	-	4mm float	yes
258	1	1	35	35	27	-	-	4mm float	yes
270	G	1	35	-	27	-	-	4mm float	yes
270	1	1	35	35	27	-	-	4mm float	yes
271	G	1	35	-	27	-	-	4mm float	yes
271	1	1	35	35	27	-	-	4mm float	yes
426	1	1	35	35	27	-	-	4mm float	yes
427	G	1	35	-	27	-	-	4mm float	yes
427	1	2	41	38	35	-	-	10.38 lam	yes
428	G	1	35	-	27	-	-	4mm float	yes
428	1	2	41	38	35	-	-	10.38 lam	yes
429	G	1	35	-	27	-	-	4mm float	yes
429	1	2	41	38	35	-	-	10.38 lam	yes
454	1	1	35	35	27	-	-	4mm float	yes
455	G	1	35	-	27	-	-	4mm float	yes
455	1	2	41	38	35	-	-	10.38 lam	yes
456	G	1	35	-	27	-	-	4mm float	yes
456	1	2	41	38	35	-	-	10.38 lam	yes
457	G	1	35	-	27	-	-	4mm float	yes
457	1	2	41	38	35	-	-	10.38 lam	yes
460	1	1	35	35	27	-	-	4mm float	yes
461	1	1	35	35	27	-	-	4mm float	yes
462	G	1	35	-	27	-	-	4mm float	yes
462	1	1	35	35	27	-	-	4mm float	yes
463	G	2	41	-	35	-	-	10.38 lam	yes
463	1	2	41	38	35	-	-	10.38 lam	yes
467	1	1	35	35	27	-	-	4mm float	yes
468	G	1	35	-	27	-	-	4mm float	yes
468	1	1	35	35	27	-	-	4mm float	yes
469	G	1	35	-	27	-	-	4mm float	yes
469	1	1	35	35	27	-	-	4mm float	yes
470	G	1	35	-	27	-	-	4mm float	yes
470	1	1	35	35	27	-	-	4mm float	yes
471	G	1	35	-	27	-	-	4mm float	yes
471	1	1	35	35	27	-	-	4mm float	yes
472	1	1	35	35	27	-	-	4mm float	yes
475	G	1	35	-	27	-	-	4mm float	yes
475	1	2	41	38	35	-	-	10.38 lam	yes
476	G	1	35	-	27	-	-	4mm float	yes
476	1	2	41	38	35	-	-	10.38 lam	yes

Lot	Floor	QDC Category	QDC Rw Ratings					QDC Glazing	Acoustic seals
			Wall	Roof	Windows	Entry door	Floors	Windows	
477	G	1	35	-	27	-	-	4mm float	yes
477	1	2	41	38	35	-	-	10.38 lam	yes
484	G	1	35	-	27	-	-	4mm float	yes
484	1	2	41	38	35	-	-	10.38 lam	yes
485	G	1	35	-	27	-	-	4mm float	yes
485	1	2	41	38	35	-	-	10.38 lam	yes
486	G	1	35	-	27	-	-	4mm float	yes
486	1	2	41	38	35	-	-	10.38 lam	yes
500	1	1	35	35	27	-	-	4mm float	yes
501	1	1	35	35	27	-	-	4mm float	yes
502	G	1	35	-	27	-	-	4mm float	yes
502	1	1	35	35	27	-	-	4mm float	yes
503	G	1	35	-	27	-	-	4mm float	yes
503	1	2	41	38	35	-	-	10.38 lam	yes
504	1	1	35	35	27	-	-	4mm float	yes
505	1	1	35	35	27	-	-	4mm float	yes
522	1	1	35	35	27	-	-	4mm float	yes
523	G	1	35	-	27	-	-	4mm float	yes
523	1	1	35	35	27	-	-	4mm float	yes
524	G	1	35	-	27	-	-	4mm float	yes
524	1	2	41	38	35	-	-	10.38 lam	yes
611	1	1	35	35	27	-	-	4mm float	yes
635	1	1	35	35	27	-	-	4mm float	yes
636	1	1	35	35	27	-	-	4mm float	yes
637	G	1	35	-	27	-	-	4mm float	yes
637	1	1	35	35	27	-	-	4mm float	yes
638	G	1	35	-	27	-	-	4mm float	yes
638	1	1	35	35	27	-	-	4mm float	yes
639	1	1	35	35	27	-	-	4mm float	yes
640	1	1	35	35	27	-	-	4mm float	yes
641	1	1	35	35	27	-	-	4mm float	yes
660	1	1	35	35	27	-	-	4mm float	yes
661	1	1	35	35	27	-	-	4mm float	yes
662	1	1	35	35	27	-	-	4mm float	yes
663	1	1	35	35	27	-	-	4mm float	yes
664	G	1	35	-	27	-	-	4mm float	yes
664	1	1	35	35	27	-	-	4mm float	yes
665	G	1	35	-	27	-	-	4mm float	yes
665	1	1	35	35	27	-	-	4mm float	yes
666	G	1	35	-	27	-	-	4mm float	yes
666	1	1	35	35	27	-	-	4mm float	yes
667	1	1	35	35	27	-	-	4mm float	yes
668	1	1	35	35	27	-	-	4mm float	yes
669	G	1	35	-	27	-	-	4mm float	yes
669	1	1	35	35	27	-	-	4mm float	yes
670	1	1	35	35	27	-	-	4mm float	yes
682	1	1	35	35	27	-	-	4mm float	yes
683	G	1	35	-	27	-	-	4mm float	yes
683	1	1	35	35	27	-	-	4mm float	yes
684	G	1	35	-	27	-	-	4mm float	yes
684	1	1	35	35	27	-	-	4mm float	yes
685	G	1	35	-	27	-	-	4mm float	yes
685	1	1	35	35	27	-	-	4mm float	yes

Lot	Floor	QDC Category	QDC Rw Ratings					QDC Glazing	Acoustic seals
			Wall	Roof	Windows	Entry door	Floors	Windows	
686	G	1	35	-	27	-	-	4mm float	yes
686	1	1	35	35	27	-	-	4mm float	yes
687	G	1	35	-	27	-	-	4mm float	yes
687	1	1	35	35	27	-	-	4mm float	yes
688	G	1	35	-	27	-	-	4mm float	yes
688	1	1	35	35	27	-	-	4mm float	yes
689	G	1	35	-	27	-	-	4mm float	yes
689	1	1	35	35	27	-	-	4mm float	yes
690	G	1	35	-	27	-	-	4mm float	yes
690	1	1	35	35	27	-	-	4mm float	yes
691	G	1	35	-	27	-	-	4mm float	yes
691	1	1	35	35	27	-	-	4mm float	yes
692	G	1	35	-	27	-	-	4mm float	yes
692	1	1	35	35	27	-	-	4mm float	yes
693	G	1	35	-	27	-	-	4mm float	yes
693	1	1	35	35	27	-	-	4mm float	yes
694	1	1	35	35	27	-	-	4mm float	yes
695	1	1	35	35	27	-	-	4mm float	yes
703	1	1	35	35	27	-	-	4mm float	yes
704	1	1	35	35	27	-	-	4mm float	yes
705	G	1	35	-	27	-	-	4mm float	yes
705	1	1	35	35	27	-	-	4mm float	yes
706	G	1	35	-	27	-	-	4mm float	yes
706	1	1	35	35	27	-	-	4mm float	yes
707	G	1	35	-	27	-	-	4mm float	yes
707	1	1	35	35	27	-	-	4mm float	yes
708	G	1	35	-	27	-	-	4mm float	yes
708	1	1	35	35	27	-	-	4mm float	yes
709	G	1	35	-	27	-	-	4mm float	yes
709	1	1	35	35	27	-	-	4mm float	yes
710	G	1	35	-	27	-	-	4mm float	yes
710	1	1	35	35	27	-	-	4mm float	yes
711	G	1	35	-	27	-	-	4mm float	yes
711	1	1	35	35	27	-	-	4mm float	yes
712	G	1	35	-	27	-	-	4mm float	yes
712	1	1	35	35	27	-	-	4mm float	yes
713	G	1	35	-	27	-	-	4mm float	yes
713	1	1	35	35	27	-	-	4mm float	yes
714	1	1	35	35	27	-	-	4mm float	yes
715	1	1	35	35	27	-	-	4mm float	yes
716	1	1	35	35	27	-	-	4mm float	yes
722	1	1	35	35	27	-	-	4mm float	yes
723	1	1	35	35	27	-	-	4mm float	yes
724	1	1	35	35	27	-	-	4mm float	yes
725	G	1	35	-	27	-	-	4mm float	yes
725	1	1	35	35	27	-	-	4mm float	yes
726	G	1	35	-	27	-	-	4mm float	yes
726	1	1	35	35	27	-	-	4mm float	yes
727	G	1	35	-	27	-	-	4mm float	yes
727	1	1	35	35	27	-	-	4mm float	yes
728	G	1	35	-	27	-	-	4mm float	yes
728	1	1	35	35	27	-	-	4mm float	yes
729	G	1	35	-	27	-	-	4mm float	yes

Lot	Floor	QDC Category	QDC Rw Ratings					QDC Glazing	Acoustic seals
			Wall	Roof	Windows	Entry door	Floors	Windows	
729	1	1	35	35	27	-	-	4mm float	yes
730	G	1	35	-	27	-	-	4mm float	yes
730	1	1	35	35	27	-	-	4mm float	yes
731	G	1	35	-	27	-	-	4mm float	yes
731	1	1	35	35	27	-	-	4mm float	yes
732	G	1	35	-	27	-	-	4mm float	yes
732	1	1	35	35	27	-	-	4mm float	yes
733	1	1	35	35	27	-	-	4mm float	yes
734	1	1	35	35	27	-	-	4mm float	yes
735	1	1	35	35	27	-	-	4mm float	yes
740	1	1	35	35	27	-	-	4mm float	yes
741	1	1	35	35	27	-	-	4mm float	yes
742	1	1	35	35	27	-	-	4mm float	yes
743	1	1	35	35	27	-	-	4mm float	yes
744	G	1	35	-	27	-	-	4mm float	yes
744	1	1	35	35	27	-	-	4mm float	yes
745	G	1	35	-	27	-	-	4mm float	yes
745	1	1	35	35	27	-	-	4mm float	yes
746	G	1	35	-	27	-	-	4mm float	yes
746	1	1	35	35	27	-	-	4mm float	yes
747	G	1	35	-	27	-	-	4mm float	yes
747	1	1	35	35	27	-	-	4mm float	yes
748	G	1	35	-	27	-	-	4mm float	yes
748	1	1	35	35	27	-	-	4mm float	yes
749	1	1	35	35	27	-	-	4mm float	yes
750	1	1	35	35	27	-	-	4mm float	yes
751	1	1	35	35	27	-	-	4mm float	yes
752	1	1	35	35	27	-	-	4mm float	yes
756	1	1	35	35	27	-	-	4mm float	yes
757	G	1	35	-	27	-	-	4mm float	yes
757	1	1	35	35	27	-	-	4mm float	yes
758	G	1	35	-	27	-	-	4mm float	yes
758	1	1	35	35	27	-	-	4mm float	yes
759	G	1	35	-	27	-	-	4mm float	yes
759	1	1	35	35	27	-	-	4mm float	yes
760	G	1	35	-	27	-	-	4mm float	yes
760	1	1	35	35	27	-	-	4mm float	yes
761	G	1	35	-	27	-	-	4mm float	yes
761	1	1	35	35	27	-	-	4mm float	yes
762	1	1	35	35	27	-	-	4mm float	yes
763	G	1	35	-	27	-	-	4mm float	yes
763	1	1	35	35	27	-	-	4mm float	yes
764	G	1	35	-	27	-	-	4mm float	yes
764	1	1	35	35	27	-	-	4mm float	yes
765	G	1	35	-	27	-	-	4mm float	yes
765	1	1	35	35	27	-	-	4mm float	yes
766	G	1	35	-	27	-	-	4mm float	yes
766	1	1	35	35	27	-	-	4mm float	yes
767	G	1	35	-	27	-	-	4mm float	yes
767	1	1	35	35	27	-	-	4mm float	yes
768	G	1	35	-	27	-	-	4mm float	yes
768	1	1	35	35	27	-	-	4mm float	yes
769	G	1	35	-	27	-	-	4mm float	yes

Lot	Floor	QDC Category	QDC Rw Ratings					QDC Glazing	Acoustic seals
			Wall	Roof	Windows	Entry door	Floors	Windows	
769	1	1	35	35	27	-	-	4mm float	yes
770	G	1	35	-	27	-	-	4mm float	yes
770	1	1	35	35	27	-	-	4mm float	yes
771	G	1	35	-	27	-	-	4mm float	yes
771	1	1	35	35	27	-	-	4mm float	yes
772	G	1	35	-	27	-	-	4mm float	yes
772	1	1	35	35	27	-	-	4mm float	yes
773	G	1	35	-	27	-	-	4mm float	yes
773	1	1	35	35	27	-	-	4mm float	yes
774	1	1	35	35	27	-	-	4mm float	yes
775	1	1	35	35	27	-	-	4mm float	yes
776	1	1	35	35	27	-	-	4mm float	yes
777	1	1	35	35	27	-	-	4mm float	yes
778	1	1	35	35	27	-	-	4mm float	yes
779	1	1	35	35	27	-	-	4mm float	yes
780	1	1	35	35	27	-	-	4mm float	yes
781	1	1	35	35	27	-	-	4mm float	yes
782	1	1	35	35	27	-	-	4mm float	yes
783	1	1	35	35	27	-	-	4mm float	yes
784	1	1	35	35	27	-	-	4mm float	yes
785	1	1	35	35	27	-	-	4mm float	yes
786	1	1	35	35	27	-	-	4mm float	yes
787	1	1	35	35	27	-	-	4mm float	yes
788	1	1	35	35	27	-	-	4mm float	yes
789	1	1	35	35	27	-	-	4mm float	yes
790	1	1	35	35	27	-	-	4mm float	yes
791	1	1	35	35	27	-	-	4mm float	yes
804	1	1	35	35	27	-	-	4mm float	yes
812	1	1	35	35	27	-	-	4mm float	yes

Any locations not identified above would be classified as QDC Category 0, with standard construction predicted to comply.

8.2 Mixed Use Area

No information about proposed commercial uses in the mixed use area is currently available. Commercial uses proposed for this area will require individual noise impact assessments at the DA stage.

9. Conclusion

An updated road traffic noise assessment was conducted for the proposed residential subdivision located at 633, 695 and 787-815 Ripley Road, Ripley. On the condition the recommendations detailed in Section 8 are implemented, compliance is predicted with SDAP assessment criteria.

Should you have any queries, please do not hesitate to contact us.

Report Prepared By

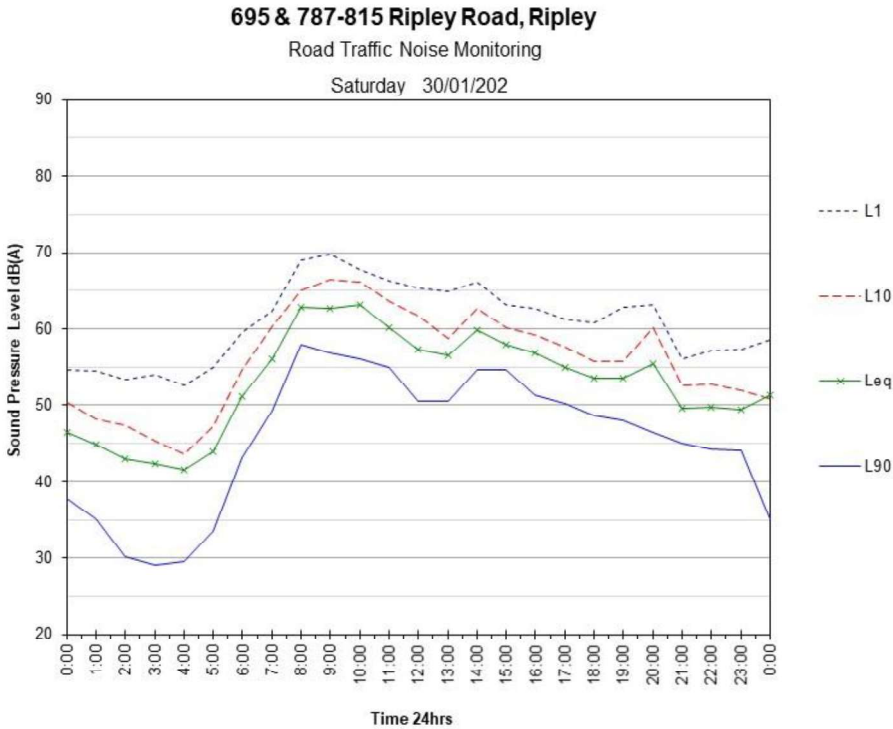
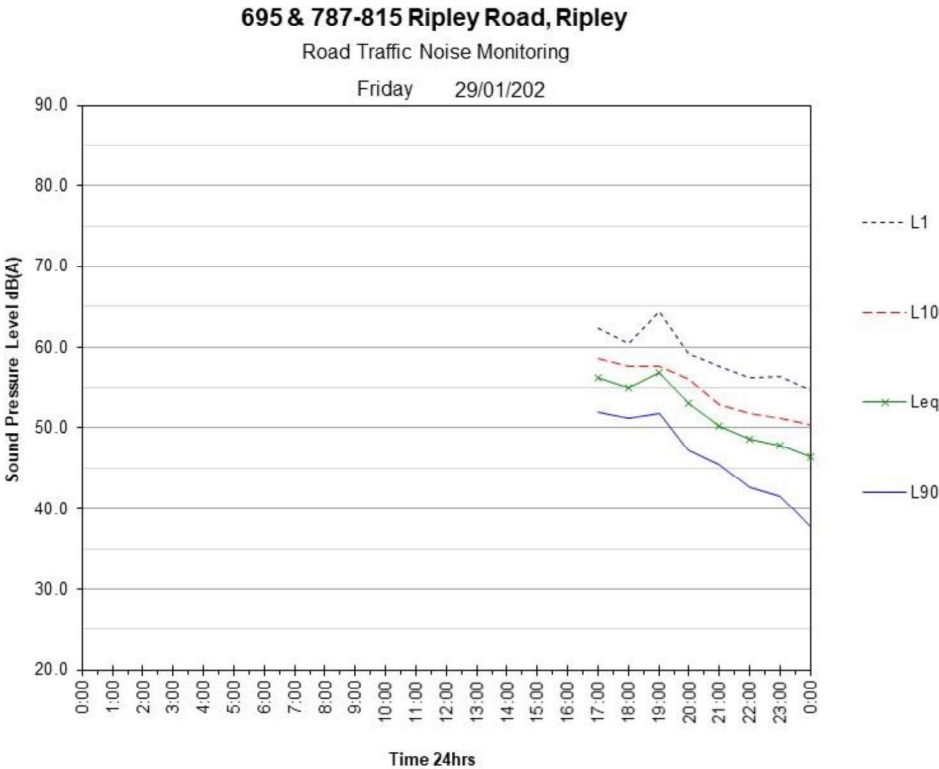


Benjamin Cox
Acoustic Consultant

acousticworks)))

10. Appendices

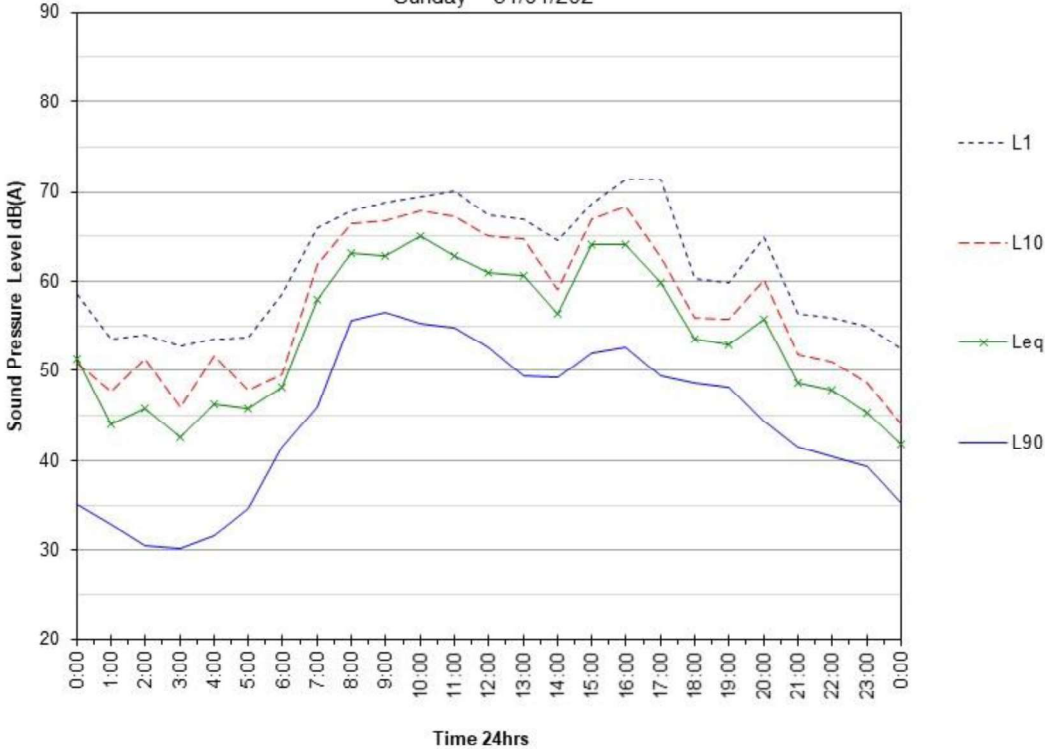
10.1 Noise Monitoring Charts



695 & 787-815 Ripley Road, Ripley

Road Traffic Noise Monitoring

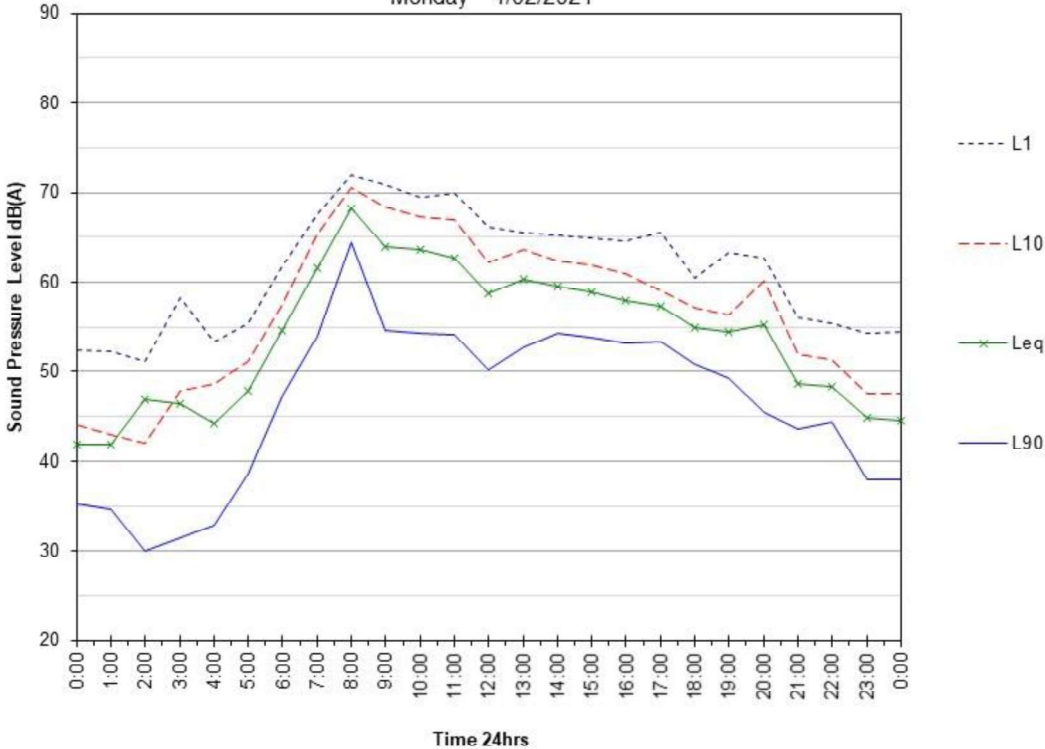
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695 & 787-815 Ripley Road, Ripley

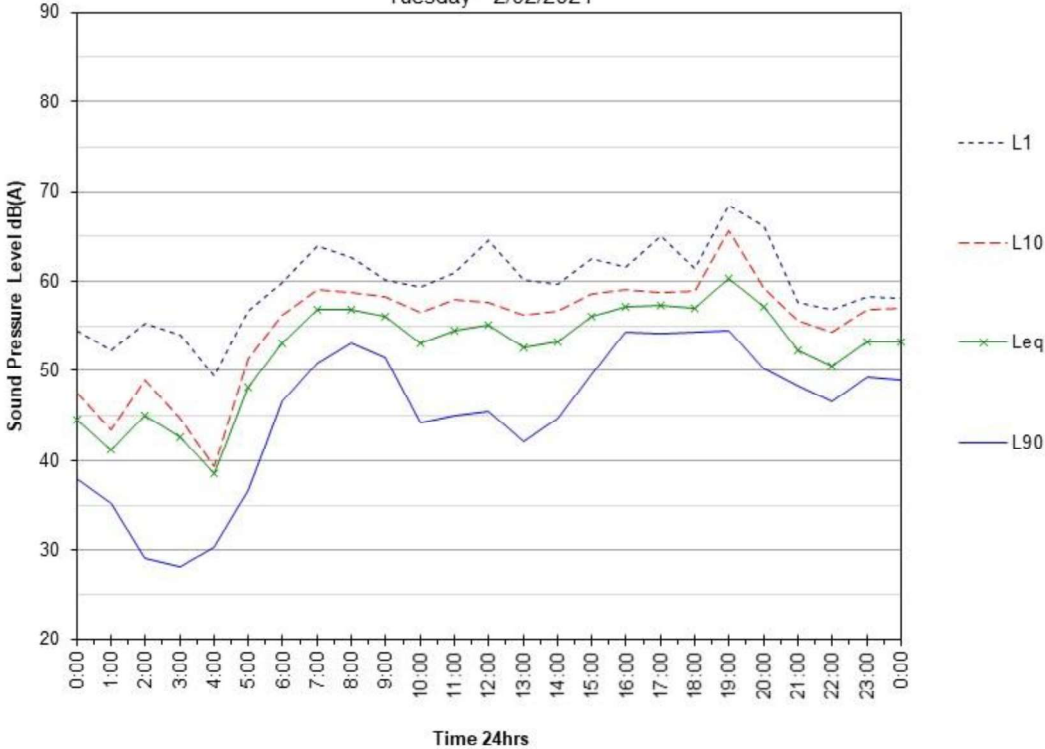
Road Traffic Noise Monitoring

Monday 1/02/2021



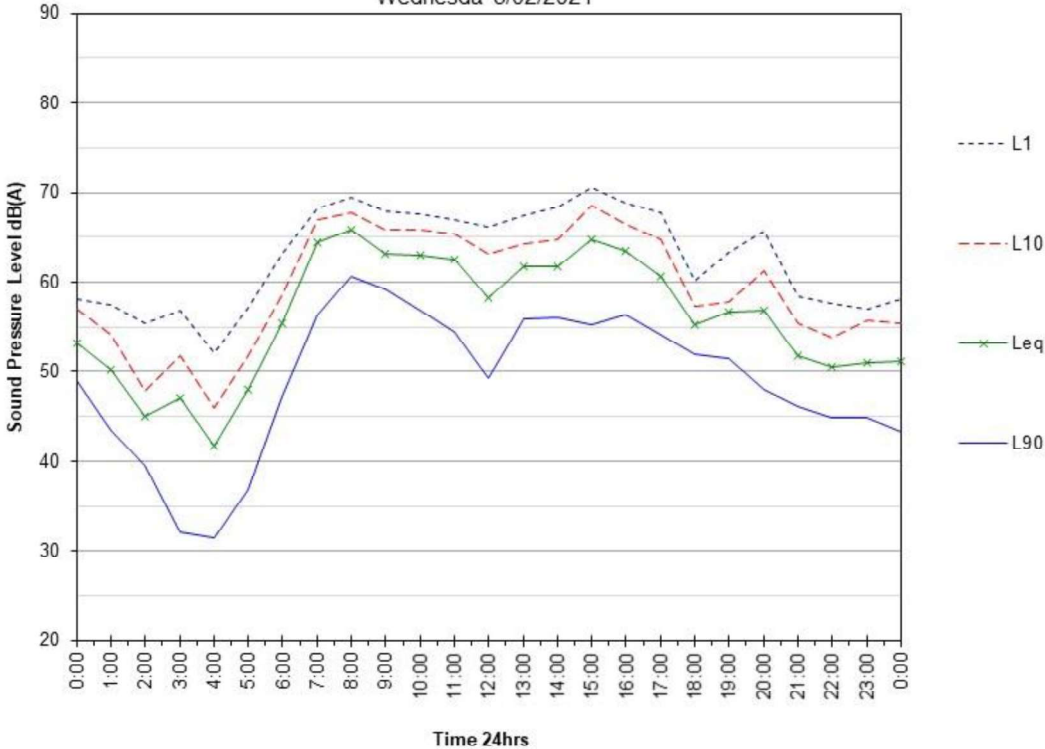
695 & 787-815 Ripley Road, Ripley
Road Traffic Noise Monitoring

Tuesday 2/02/2021



695 & 787-815 Ripley Road, Ripley
Road Traffic Noise Monitoring

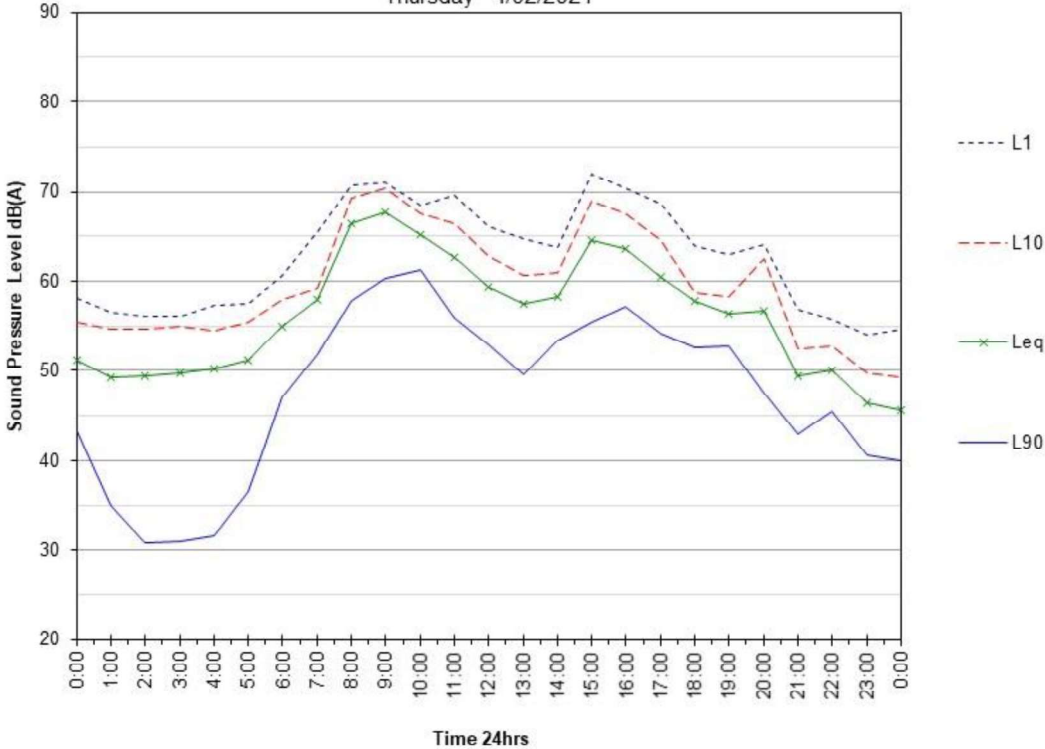
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695 & 787-815 Ripley Road, Ripley

Road Traffic Noise Monitoring

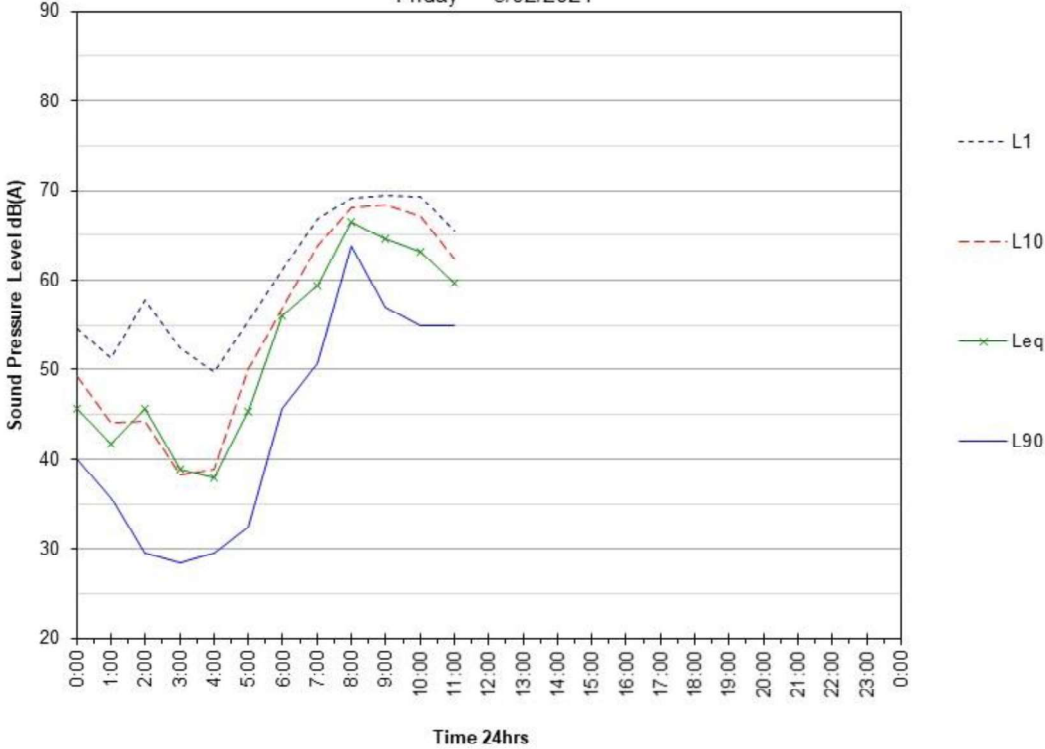
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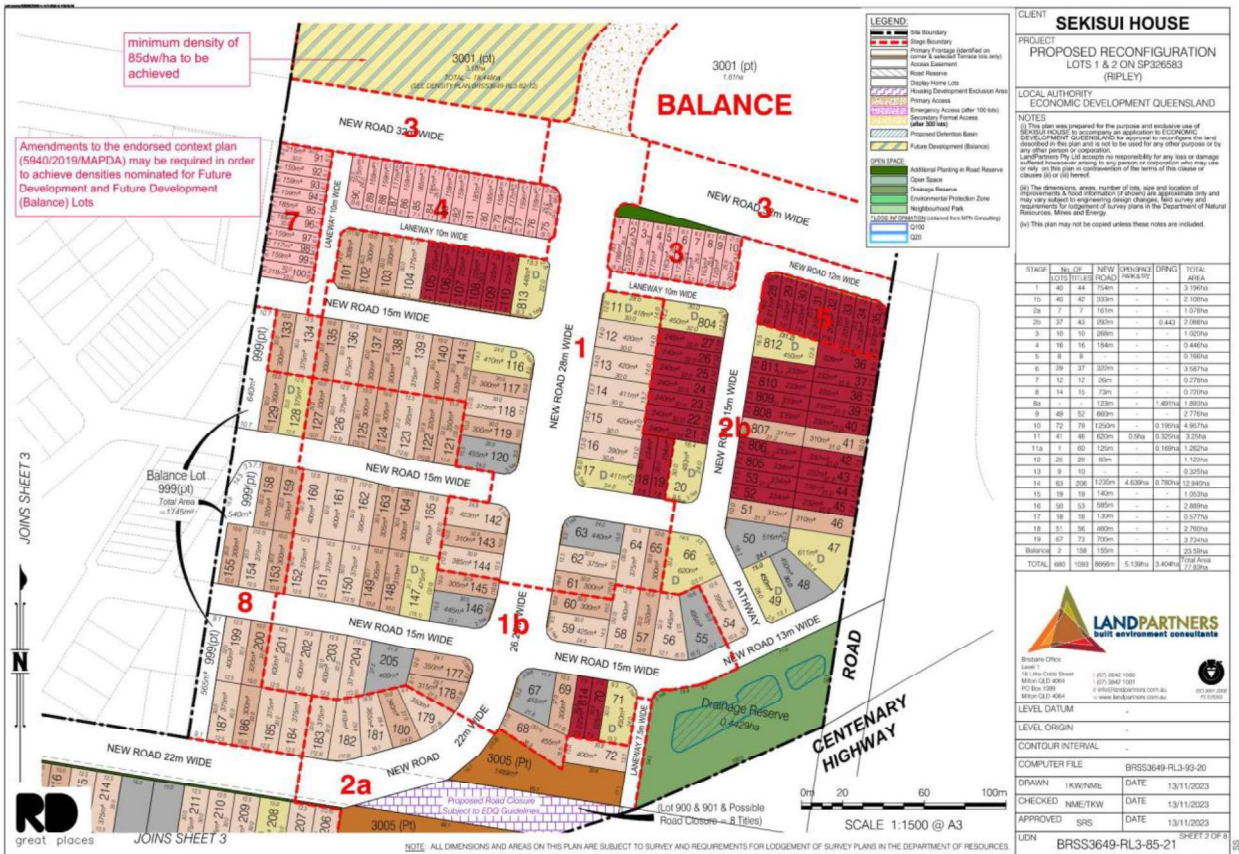
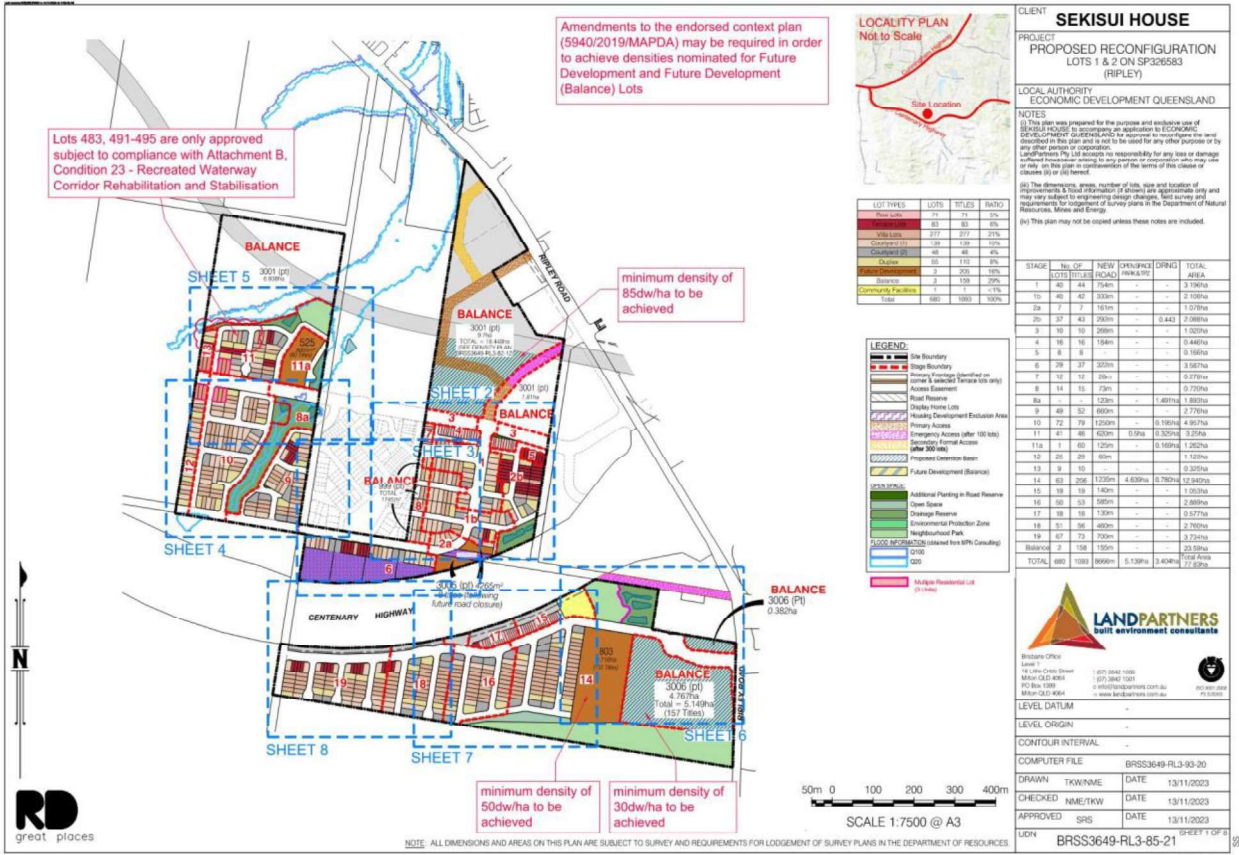
695 & 787-815 Ripley Road, Ripley

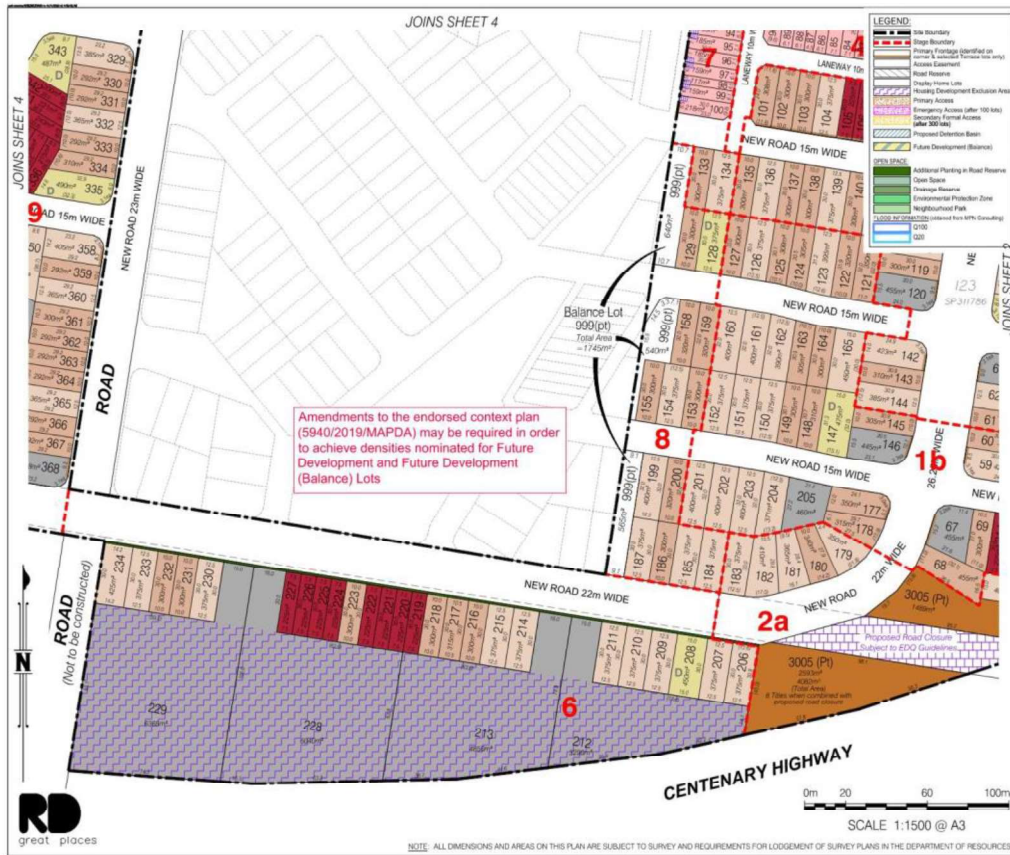
Road Traffic Noise Monitoring

Friday 5/02/2021



10.2 Development Plans





CLIENT: **SEKISUI HOUSE**

PROJECT: **PROPOSED RECONFIGURATION LOTS 1 & 2 ON SP26583 (RIPLEY)**

LOCAL AUTHORITY: **ECONOMIC DEVELOPMENT QUEENSLAND**

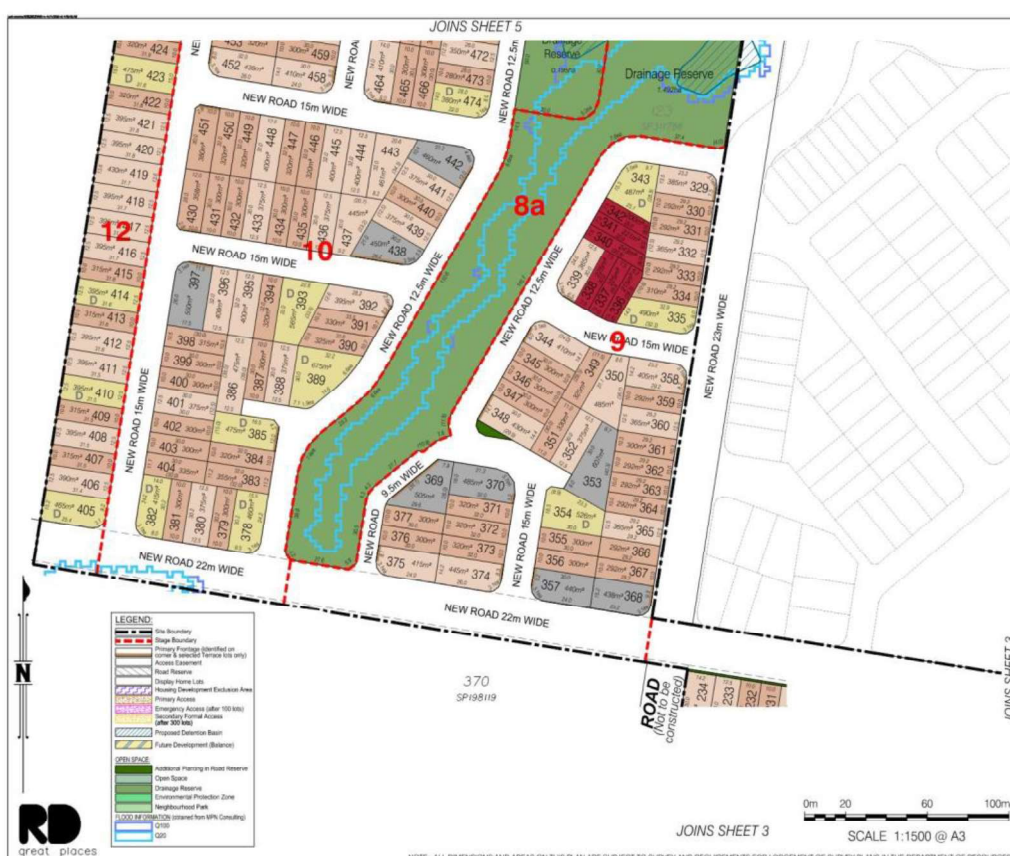
NOTES:

- This plan was prepared for the purpose and end-use of SEKISUI HOUSE in accordance with an application to ECONOMIC DEVELOPMENT QUEENSLAND and is not to be used for any other purpose or by any other person or corporation without the written consent of the author.
- The dimensions, areas, number of lots, size and location of improvements & road information (if shown) are approximate only and may vary subject to engineering design changes, field survey and requirements for lodgement of survey plans in the Department of Natural Resources, Mines and Energy.
- This plan may not be copied unless these notes are included.

STAGE	NO. OF LOTS	NEW (P)	CHANGED (P)	DRN	TOTAL AREA
1	40	44	7545	-	3.196ha
2a	7	7	1615a	-	1.079ha
3	10	10	2600a	-	0.443 2.087ha
4	18	18	1848a	-	0.448ha
5	8	8	851	-	0.166ha
6	29	27	3550a	-	3.567ha
7	12	12	350a	-	0.270ha
8	14	15	730a	-	0.709ha
9	48	52	1230a	-	1.401ha 1.803ha
10	72	79	12500a	-	0.196ha 4.957ha
11	47	48	6200a	0.99a	0.325ha 3.25a
11a	1	1	1250a	-	0.166ha 1.262ha
12	25	29	600a	-	1.102ha
13	8	10	100a	-	0.305ha
14	83	206	12500a	4.630ha	0.760ha 13.849ha
15	18	19	1400a	-	1.003ha
16	58	53	5850a	-	2.889ha
17	18	18	1300a	-	0.577ha
18	31	36	4800a	-	2.707ha
19	47	73	700a	-	0.270ha
Balance	2	158	1550a	-	23.15ha
TOTAL	682	1088	86600a	5.139ha	3.404ha 27.82ha

LANDPARTNERS built environment consultants

Scale: 1:1500 @ A3



CLIENT: **SEKISUI HOUSE**

PROJECT: **PROPOSED RECONFIGURATION LOTS 1 & 2 ON SP26583 (RIPLEY)**

LOCAL AUTHORITY: **ECONOMIC DEVELOPMENT QUEENSLAND**

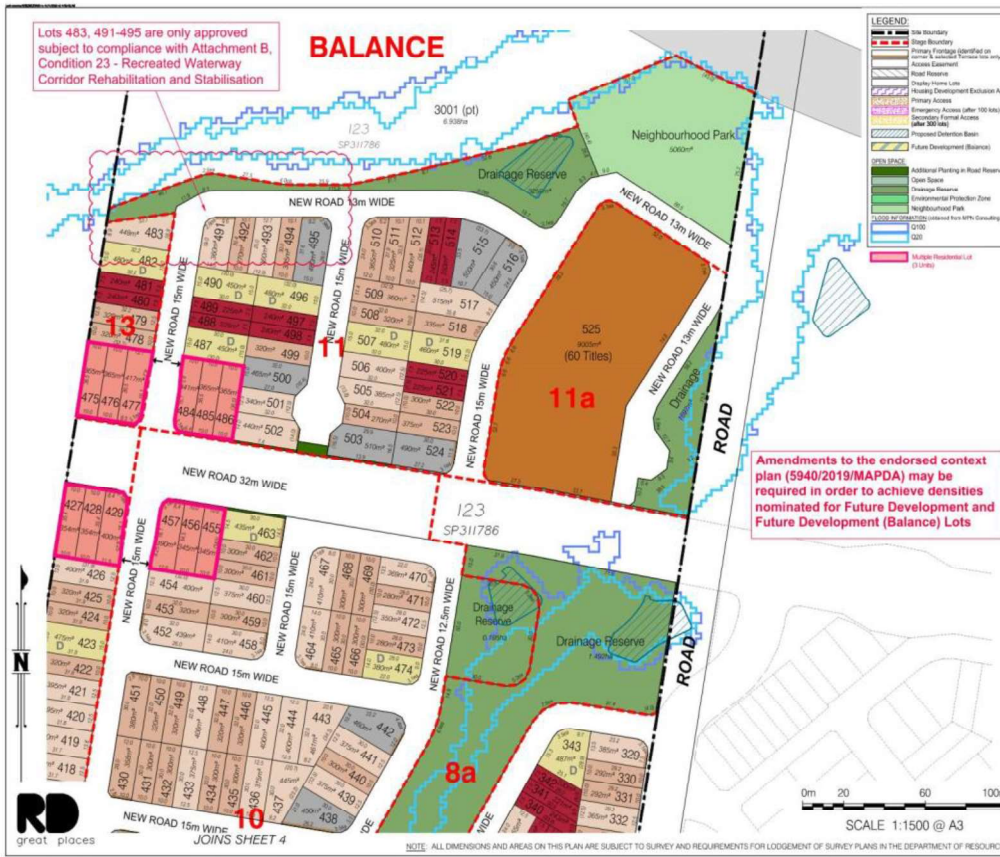
NOTES:

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4	18	18	1848a	-	0.448ha
5	8	8	851	-	0.166ha
6	29	27	3550a	-	3.567ha
7	12	12	350a	-	0.270ha
8	14	15	730a	-	0.709ha
9	48	52	1230a	-	1.401ha 1.803ha
10	72	79	12500a	-	0.196ha 4.957ha
11	47	48	6200a	0.99a	0.325ha 3.25a
11a	1	1	1250a	-	0.166ha 1.262ha
12	25	29	600a	-	1.102ha
13	8	10	100a	-	0.305ha
14	83	206	12500a	4.630ha	0.760ha 13.849ha
15	18	19	1400a	-	1.003ha
16	58	53	5850a	-	2.889ha
17	18	18	1300a	-	0.577ha
18	31	36	4800a	-	0.270ha
19	47	73	700a	-	0.270ha
Balance	2	158	1550a	-	23.15ha
TOTAL	682	1088	86600a	5.139ha	3.404ha 27.82ha

LANDPARTNERS built environment consultants

Scale: 1:1500 @ A3



LEGEND: Site Boundary, Street Boundary, Primary Frontage, etc.

Site Development Table with columns for Row Lots, Villa Lots, Occupied Lots, and Duplex.

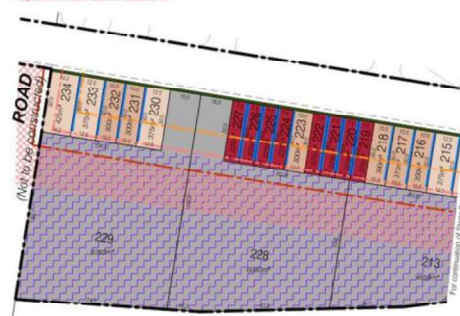


DIAGRAM A Scale: 1:1500 @ A3

LEGEND: Site Boundary, Street Boundary, Primary Frontage, etc.

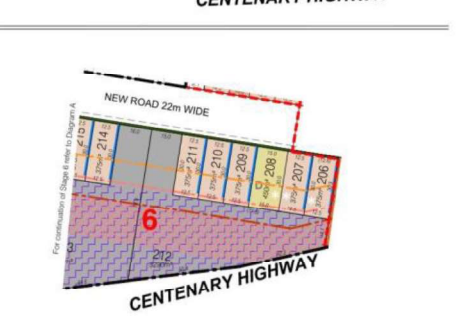


DIAGRAM B Scale: 1:1500 @ A3

General: All development is to be undertaken generally in accordance with the Development Approval... 1. All development is to be undertaken generally in accordance with the Development Approval...

CLIENT: SEKISUI HOUSE PROJECT: PLAN OF DEVELOPMENT LOTS 1 & 2 ON SP326583 (RIPLEY) LOCAL AUTHORITY: ECONOMIC DEVELOPMENT QUEENSLAND

LEGEND: Site Boundary, Street Boundary, Primary Frontage, etc.

Site Development Table with columns for Row Lots, Villa Lots, Occupied Lots, and Duplex.

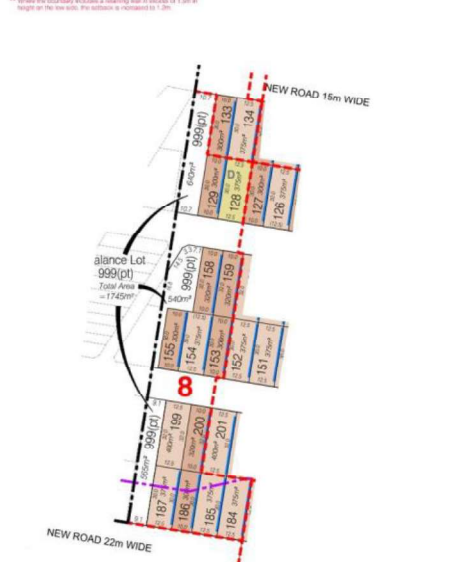
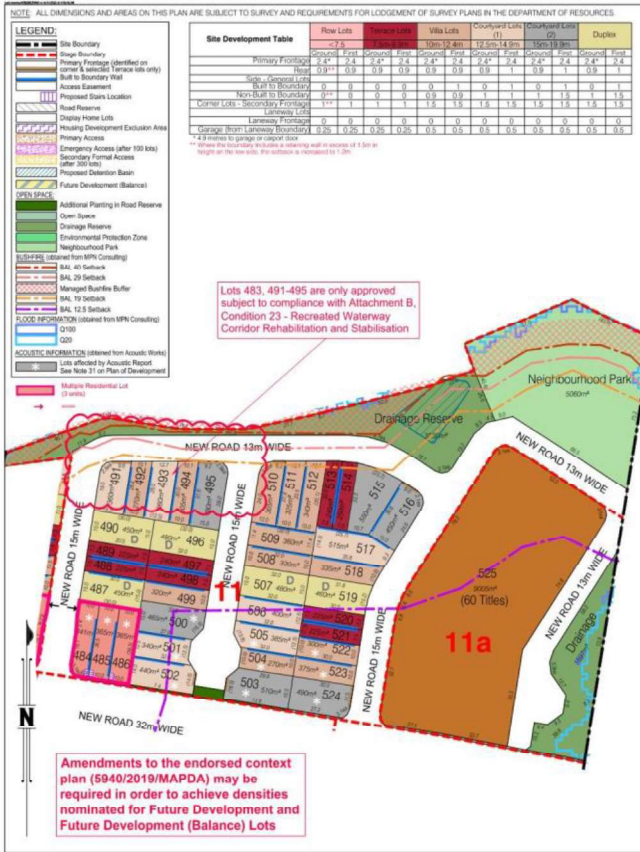


DIAGRAM C Scale: 1:1500 @ A3

General: All development is to be undertaken generally in accordance with the Development Approval... 1. All development is to be undertaken generally in accordance with the Development Approval...

CLIENT: SEKISUI HOUSE PROJECT: PLAN OF DEVELOPMENT LOTS 1 & 2 ON SP326583 (RIPLEY) LOCAL AUTHORITY: ECONOMIC DEVELOPMENT QUEENSLAND



- General:**
- All development is to be undertaken generally in accordance with the Development Approval.
 - The notes contained within this Plan of Development apply also to the display home lots.
 - The Display Homes and Ancillary Car Park will operate only until the last residential lot is the estate is sold.
 - The Ancillary Car Park and associated improvements will be removed and the site fully remediated when the estate has been completed.
 - The maximum height of building on all lots must not exceed 2 storeys and 9m.
- Frontages:**
- Frontages of dwellings are generally to address the Primary Street Frontage identified on the Plan of Development, except for:
 - (a) Lots 10 metres wide or less where the front entry (including side entrance) to all dwellings must be clearly defined, with elements such as a direct path and separate covered area at the front door. All dwellings should have a habitable room with windows facing onto the street to improve passive surveillance.
 - (b) If a duplex corner lot then the units should address each frontage (except on a laneway frontage).
 - (c) Primary street frontage must contain pedestrian access and mail boxes with the appropriate street furniture.
 - For the Lots 34, 483, 490, 502, 503 & 524 the frontage facing the internal 32m wide "Highway Loop" must be activated by the use of one or more of the following:
 - (a) Verandahs/porches, (b) Awnings and shade structures, (c) Variation to roof and building lines; (d) Inclusion of window openings, (e) Use of landscaping and planting materials.
- Setbacks:**
- Setbacks are as per the Site Development Table unless otherwise specified.
 - Build to boundary walls are typical where shown. The location of built to boundary walls are indicated on the Plan of Development for each stage. When built to boundary walls are not adopted side setbacks shall be in accordance with the Site Development Table.
 - Build to boundary walls on lots greater than 10m wide are to have a maximum length of 15m and a maximum height of 3.3m.
 - Buildings on lots less than 10m wide may be built to more than one boundary only where indicated on the plan of development.
 - (a) Built to boundary walls where indicated on the plan of development are mandatory for row and terrace lots.
 - Boundary setbacks are measured to the wall of the structure.
 - (a) Eaves should not encroach further than where building are built to boundary) closer than 200mm to the lot boundary excluding the Primary Street Frontage where eaves should not be closer than 2100mm.
- Parking:**
- Minimum on street parking requirements
 - (a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and
 - (b) Three (3) or more bedroom dwellings require two (2) spaces per dwelling, one which must be capable of being covered (may be provided in tandem).
 - Lots less than 12.5m wide are to have a single width garage with a tandem parking space provided in front of the garage. However, double garages may be permitted where:
 - (a) A single story dwelling is provided on a lot with a width of 20m or more and the garage is setback at least 300mm behind the face of the main dwelling;
 - (b) A double story dwelling is provided on a lot with a width less than 12.5 metres and a 3m upper storey or roof projection is provided over at least 50% of the garage opening width and both 3700 and 1700 are achieved.
 - All dwellings are to have a window or balcony from a habitable room overlooking the street.
 - The garage door width is to be a maximum of 6 metres or 50% of the width of the lot at the garage setback facade, whichever is the lesser.
 - Parking spaces on driveways do not have to comply with AS2890.
 - All dwellings which are served off a laneway must orientate their garages and carports to the laneway, except for lots 11, 101-110, 804 & 813 which are to orientate garages and carports towards the primary frontage.
- Site Cover and Ancillary:**
- Site cover for each lot is not to exceed 60% of the lot. Except for lots under 10m wide and Duplex Lots which are not to exceed 75% of the lot.
 - Minimum private open space requirements:
 - (a) One (1) bedroom dwellings require a minimum 10m² with a minimum dimension of 1.2m;
 - (b) Two (2) bedroom dwellings require a minimum 15m² with a minimum dimension of 1.5m;
 - (c) Three (3) bedroom dwellings require a minimum 20m² with a minimum dimension of 2.0m.
 - Fencing on all Primary Street Frontages is either 50% transparent or not to exceed 1.2m in height unless otherwise specified.
 - Fencing for the boundaries of any lots that adjoin drainage reserve, open space or pedestrian pathways must not be constructed more than 1.5m in height with a solid component of 1.2m. The balance is to be at least 50% permeable.
 - Fencing which overlaps the 32m wide "Highway Loop" (if, along the primary frontage of lots 1, 10, 28-35, 79-90, 427-429, 435-437, 467-469, 475-477, 484-488 and secondary frontage of lots 91, 463, 470, 502, 503, 524) must not be constructed more than 1.5m in height with a solid component of a maximum 1.2m. The balance is to be at least 50% permeable.
- Duplex Lots:**
- Duplex lots are not permitted to be developed for only a single dwelling.
 - The number of dwellings per "Duplex" lot is 2 dwellings.
 - All duplex applications require compliance assessment against the approved Plan of Development and conditions of approval.
 - (a) Multiple residential lots must comply with PDA Guideline 7: Low Rise Buildings, the checklist included within PDA Guideline No. 1: Residential 30 and conditions of approval.
- Display Home Lots:**
- Future development on the display home lots will be contained within the lots they are constructed on unless complying with Note 1 above.
- High Density Development Assessments:**
- High density development assessments may apply for all small lots in accordance with the Land Use Act 1994.
- Building Location Envelope:**
- Future development of single residential lots (including house construction, landscape and maintenance) to comply with the approved Building Management Plan.
 - Any Buildings must be constructed in accordance with Section 8 of Acoustic Works, Acoustic Report dated the 13th November 2023. Lots identified in the Report have been marked with an asterisk *.
 - Terrace lots, Row Lots, Dual Occupancy/Duplex and Multiple Residential (3 unit) Lots are subject to compliance assessment.

CLIENT: SEKISUI HOUSE

PROJECT: PLAN OF DEVELOPMENT LOTS 1 & 2 ON SP326583 (RIPLEY)

LOCAL AUTHORITY: ECONOMIC DEVELOPMENT QUEENSLAND

NOTES:

- This plan was prepared for the purpose and exclusive use of SEKISUI HOUSE in accordance with the Development Approval and is not to be used for any other purpose or by any other person or corporation without the written consent of Acoustic Works. Acoustic Works is not responsible for any loss or damage suffered by any person or corporation who may use or rely on this plan in compliance with the terms of this Development Approval.
- The dimensions, areas, number of lots, size and location of improvements & road infrastructure (if shown) are approximate only and may vary subject to engineering design changes, field surveys and measurements by the Survey plans in the Department of Natural Resources, Mines and Energy.
- This plan may not be copied unless these notes are included.

STAGE	NO. OF LOTS	NEW	PERMITS	DRUGS	TOTAL	REFER TO
1	40	44	754m ²	-	3,199m ²	2
2	12	12	25m ²	-	1,019m ²	4
3	26	37	43,260m ²	0,443	2,086m ²	6
4	3	10	268m ²	-	0,446m ²	2
5	4	16	15,841m ²	-	0,669m ²	4
6	7	12	17,721m ²	-	1,079m ²	7
7	12	12	25m ²	-	0,379m ²	2
8	4	18	15,841m ²	-	1,478m ²	9
9	4	4	62,600m ²	-	0,919m ²	9
10	72	79	125,000m ²	-	0,194m ²	9
11	41	46	65,000m ²	0,904	0,529m ²	10
12	1	61	12,250m ²	-	1,062m ²	10
13	9	10	60m ²	-	0,359m ²	11
14	63	206	125,000m ²	4,639m ²	0,780m ²	13,13
15	19	19	14,000m ²	-	1,050m ²	16
16	10	10	53,560m ²	-	0,889m ²	16
17	17	18	18,320m ²	-	0,579m ²	17
18	21	26	46,000m ²	-	2,709m ²	18
19	47	73	70,000m ²	-	3,735m ²	19
20	2	158	158m ²	-	25,591m ²	1
21	188	190	8,660m ²	5,139m ²	3,434m ²	22,23

LANDPARTNERS built environment consultants

Business Office: 18 Lyle Creek Street, Murrumbidgee NSW 2583. Phone: (02) 9842 1000. Email: info@landpartners.com.au

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LEVEL ORIGIN: -

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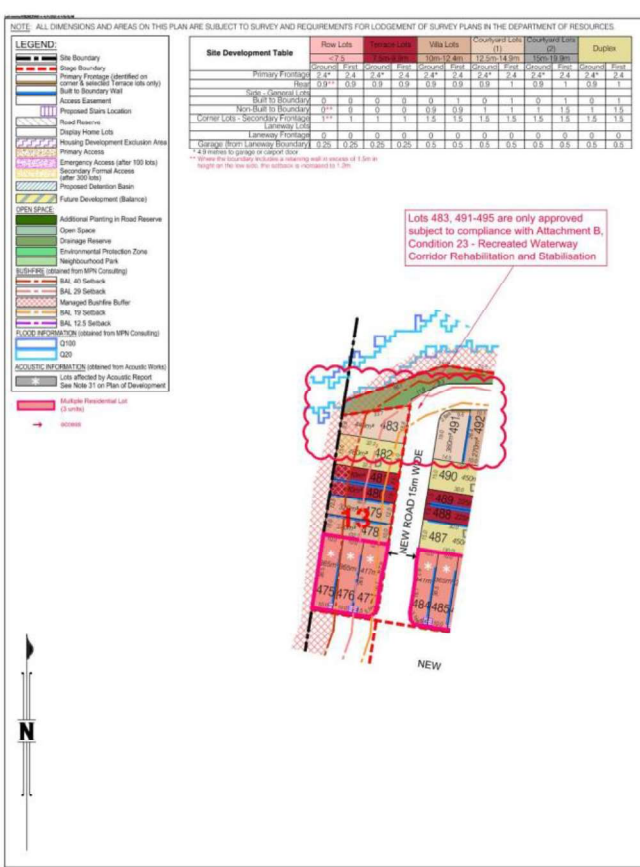
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CHECKED: N/E/T/K/W DATE: 13/11/2023

APPROVED: SRS DATE: 13/11/2023

LDN: BRSS3649-RL3-83-22



- General:**
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 - The Ancillary Car Park and associated improvements will be removed and the site fully remediated when the estate has been completed.
 - The maximum height of building on all lots must not exceed 2 storeys and 9m.
- Frontages:**
- Frontages of dwellings are generally to address the Primary Street Frontage identified on the Plan of Development, except for:
 - (a) Lots 10 metres wide or less where the front entry (including side entrance) to all dwellings must be clearly defined, with elements such as a direct path and separate covered area at the front door. All dwellings should have a habitable room with windows facing onto the street to improve passive surveillance.
 - (b) If a duplex corner lot then the units should address each frontage (except on a laneway frontage).
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- Setbacks:**
- Setbacks are as per the Site Development Table unless otherwise specified.
 - Build to boundary walls are typical where shown. The location of built to boundary walls are indicated on the Plan of Development for each stage. When built to boundary walls are not adopted side setbacks shall be in accordance with the Site Development Table.
 - Build to boundary walls on lots greater than 10m wide are to have a maximum length of 15m and a maximum height of 3.3m.
 - Buildings on lots less than 10m wide may be built to more than one boundary only where indicated on the plan of development.
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- Parking:**
- Minimum on street parking requirements
 - (a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and
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 - Lots less than 12.5m wide are to have a single width garage with a tandem parking space provided in front of the garage. However, double garages may be permitted where:
 - (a) A single story dwelling is provided on a lot with a width of 20m or more and the garage is setback at least 300mm behind the face of the main dwelling;
 - (b) A double story dwelling is provided on a lot with a width less than 12.5 metres and a 3m upper storey or roof projection is provided over at least 50% of the garage opening width and both 3700 and 1700 are achieved.
 - All dwellings are to have a window or balcony from a habitable room overlooking the street.
 - The garage door width is to be a maximum of 6 metres or 50% of the width of the lot at the garage setback facade, whichever is the lesser.
 - Parking spaces on driveways do not have to comply with AS2890.
 - All dwellings which are served off a laneway must orientate their garages and carports to the laneway, except for lots 11, 101-110, 804 & 813 which are to orientate garages and carports towards the primary frontage.
- Site Cover and Ancillary:**
- Site cover for each lot is not to exceed 60% of the lot. Except for lots under 10m wide and Duplex Lots which are not to exceed 75% of the lot.
 - Minimum private open space requirements:
 - (a) One (1) bedroom dwellings require a minimum 10m² with a minimum dimension of 1.2m;
 - (b) Two (2) bedroom dwellings require a minimum 15m² with a minimum dimension of 1.5m;
 - (c) Three (3) bedroom dwellings require a minimum 20m² with a minimum dimension of 2.0m.
 - Fencing on all Primary Street Frontages is either 50% transparent or not to exceed 1.2m in height unless otherwise specified.
 - Fencing for the boundaries of any lots that adjoin drainage reserve, open space or pedestrian pathways must not be constructed more than 1.5m in height with a solid component of 1.2m. The balance is to be at least 50% permeable.
 - Fencing which overlaps the 32m wide "Highway Loop" (if, along the primary frontage of lots 1, 10, 28-35, 79-90, 427-429, 435-437, 467-469, 475-477, 484-488 and secondary frontage of lots 91, 463, 470, 502, 503, 524) must not be constructed more than 1.5m in height with a solid component of a maximum 1.2m. The balance is to be at least 50% permeable.
- Duplex Lots:**
- Duplex lots are not permitted to be developed for only a single dwelling.
 - The number of dwellings per "Duplex" lot is 2 dwellings.
 - All duplex applications require compliance assessment against the approved Plan of Development and conditions of approval.
 - (a) Multiple residential lots must comply with PDA Guideline 7: Low Rise Buildings, the checklist included within PDA Guideline No. 1: Residential 30 and conditions of approval.
- Display Home Lots:**
- Future development on the display home lots will be contained within the lots they are constructed on unless complying with Note 1 above.
- High Density Development Assessments:**
- High density development assessments may apply for all small lots in accordance with the Land Use Act 1994.
- Building Location Envelope:**
- Future development of single residential lots (including house construction, landscape and maintenance) to comply with the approved Building Management Plan.
 - Any Buildings must be constructed in accordance with Section 8 of Acoustic Works, Acoustic Report dated the 13th November 2023. Lots identified in the Report have been marked with an asterisk *.
 - Terrace lots, Row Lots, Dual Occupancy/Duplex and Multiple Residential (3 unit) Lots are subject to compliance assessment.

CLIENT: SEKISUI HOUSE

PROJECT: PLAN OF DEVELOPMENT LOTS 1 & 2 ON SP326583 (RIPLEY)

LOCAL AUTHORITY: ECONOMIC DEVELOPMENT QUEENSLAND

NOTES:

- This plan was prepared for the purpose and exclusive use of SEKISUI HOUSE in accordance with the Development Approval and is not to be used for any other purpose or by any other person or corporation without the written consent of Acoustic Works. Acoustic Works is not responsible for any loss or damage suffered by any person or corporation who may use or rely on this plan in compliance with the terms of this Development Approval.
- The dimensions, areas, number of lots, size and location of improvements & road infrastructure (if shown) are approximate only and may vary subject to engineering design changes, field surveys and measurements by the Survey plans in the Department of Natural Resources, Mines and Energy.
- This plan may not be copied unless these notes are included.

STAGE	NO. OF LOTS	NEW	PERMITS	DRUGS	TOTAL	REFER TO
1	40	44	754m ²	-	3,199m ²	2
2	12	12	25m ²	-	1,019m ²	4
3	26	37	43,260m ²	0,443	2,086m ²	6
4	3	10	268m ²	-	0,446m ²	2
5	4	16	15,841m ²	-	0,669m ²	4
6	7	12	17,721m ²	-	1,079m ²	7
7	12	12	25m ²	-	0,379m ²	2
8	4	18	15,841m ²	-	1,478m ²	9
9	4	4	62,600m ²	-	0,919m ²	9
10	72	79	125,000m ²	-	0,194m ²	9
11	41	46	65,000m ²	0,904	0,529m ²	10
12	1	61	12,250m ²	-	1,062m ²	10
13	9	10	60m ²	-	0,359m ²	11
14	63	206	125,000m ²	4,639m ²	0,780m ²	13,13
15	19	19	14,000m ²	-	1,050m ²	16
16	10	10	53,560m ²	-	0,889m ²	16
17	17	18	18,320m ²	-	0,579m ²	17
18	21	26	46,000m ²	-	2,709m ²	18
19	47	73	70,000m ²	-	3,735m ²	19
20	2	158	158m ²	-	25,591m ²	1
21	188	190	8,660m ²	5,139m ²	3,434m ²	22,23

LANDPARTNERS built environment consultants

Business Office: 18 Lyle Creek Street, Murrumbidgee NSW 2583. Phone: (02) 9842 1000. Email: info@landpartners.com.au

LEVEL DATUM: AHD

LEVEL ORIGIN: -

COMPUTER INTERNAL: -

COMPUTER FILE: BRSS3649-RL3-83-20

DRAWN: I/K/W/N/E DATE: 13/11/2023

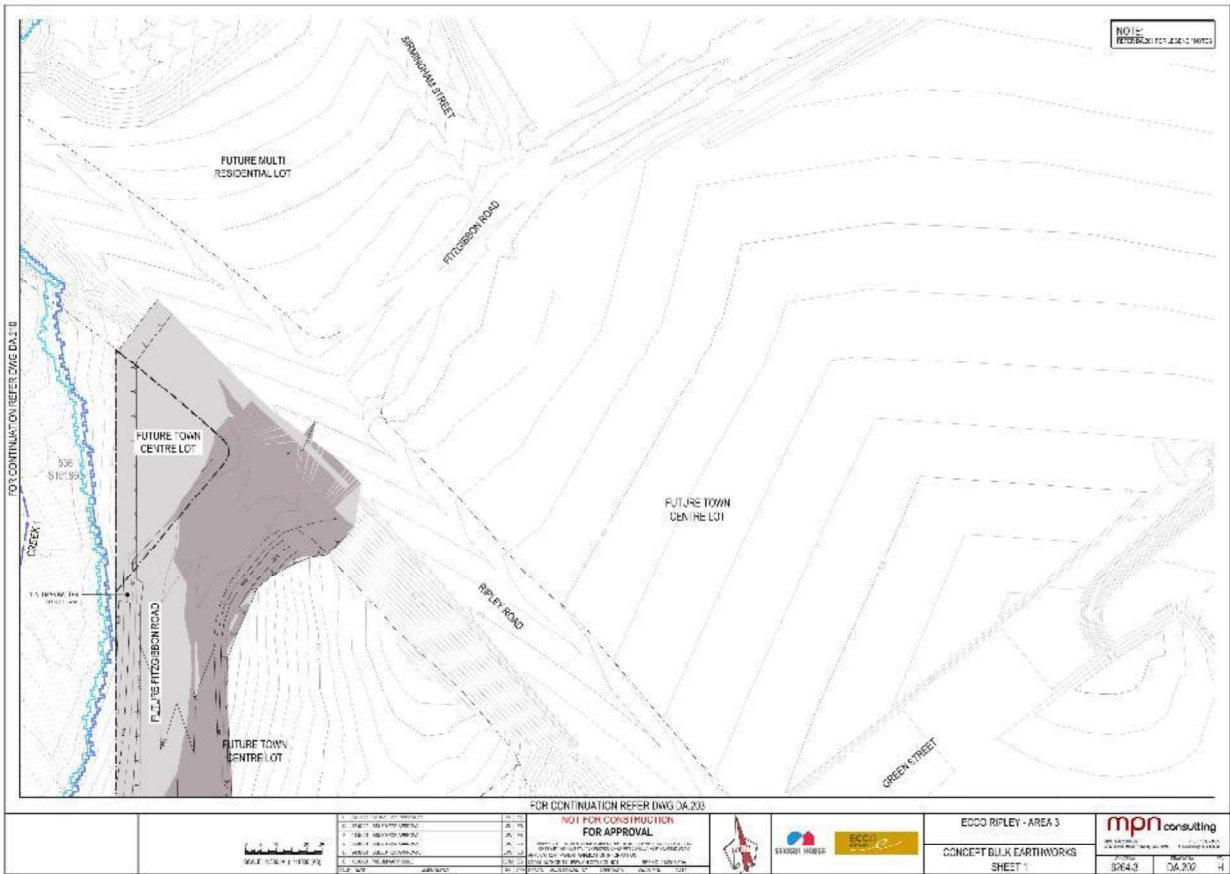
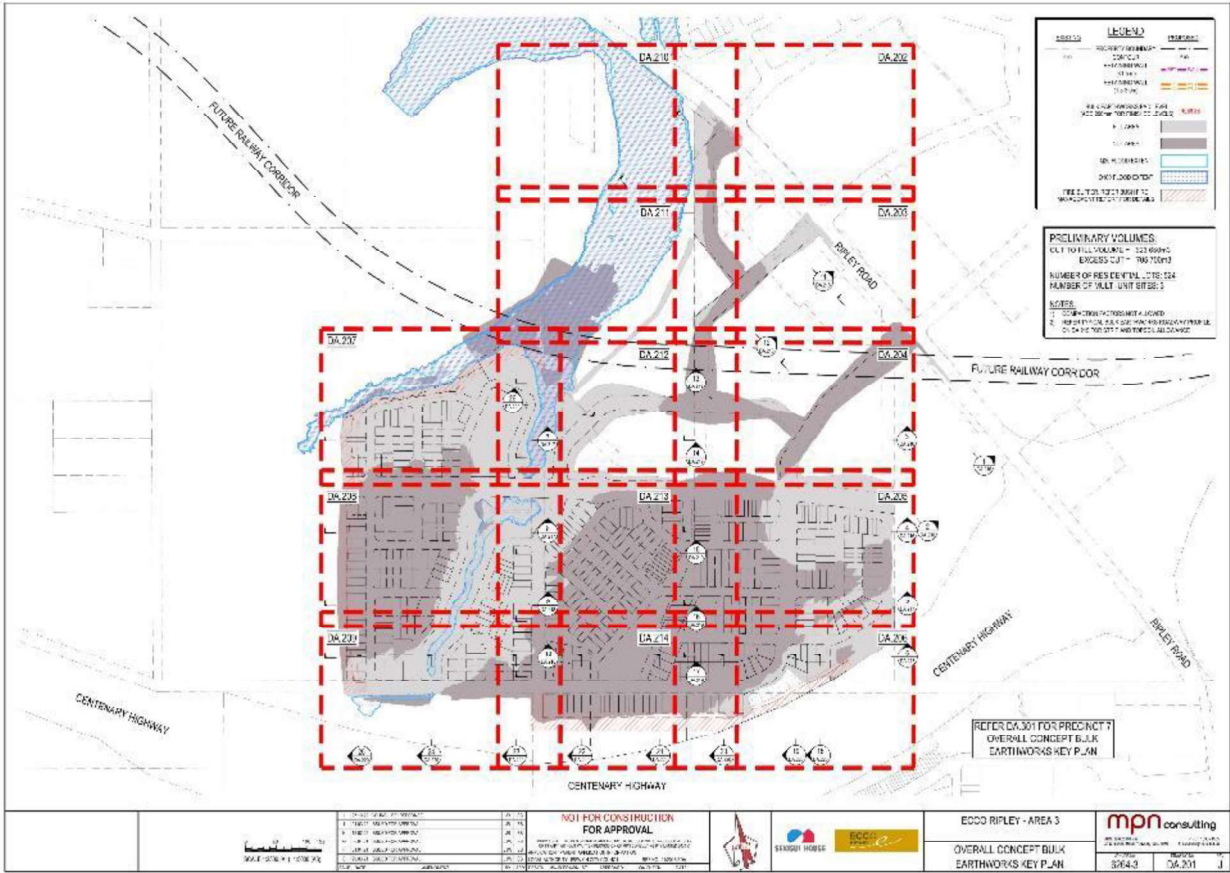
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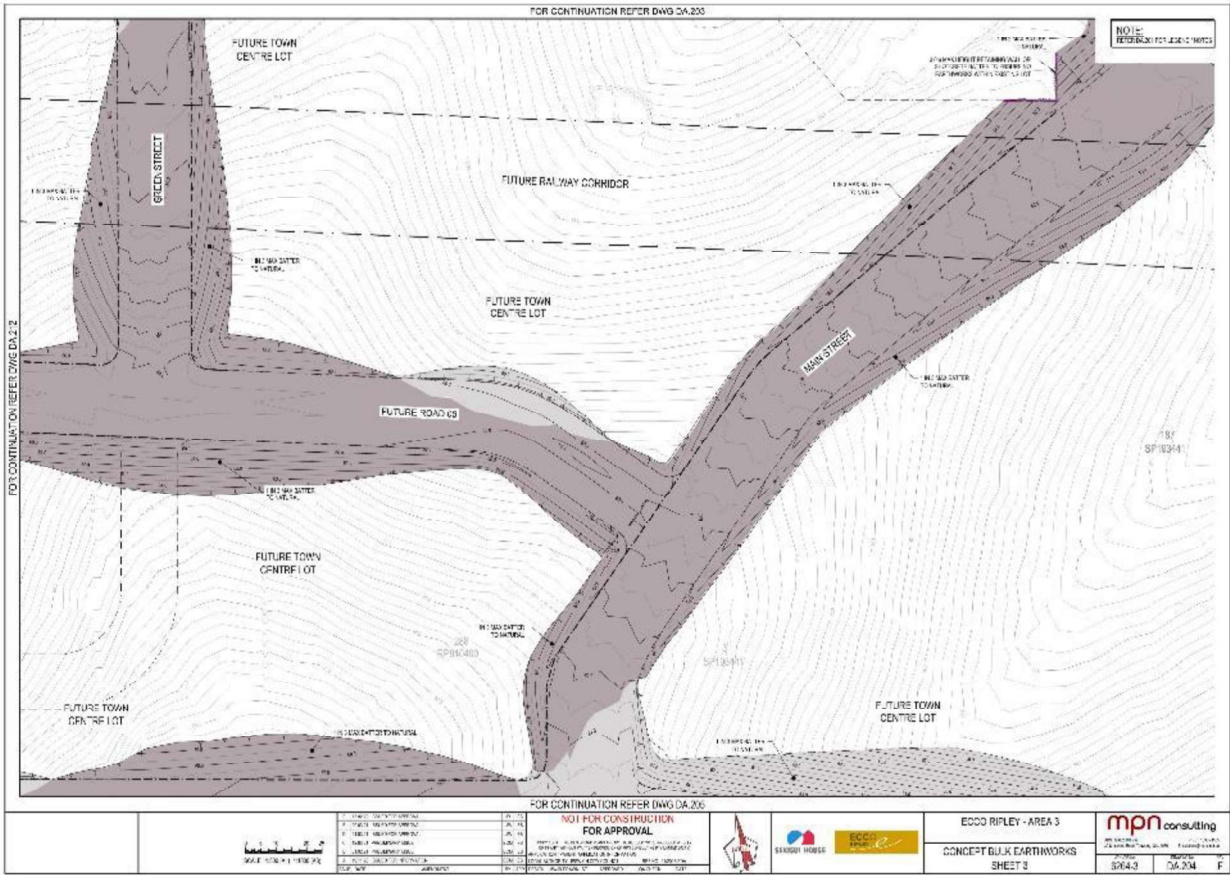
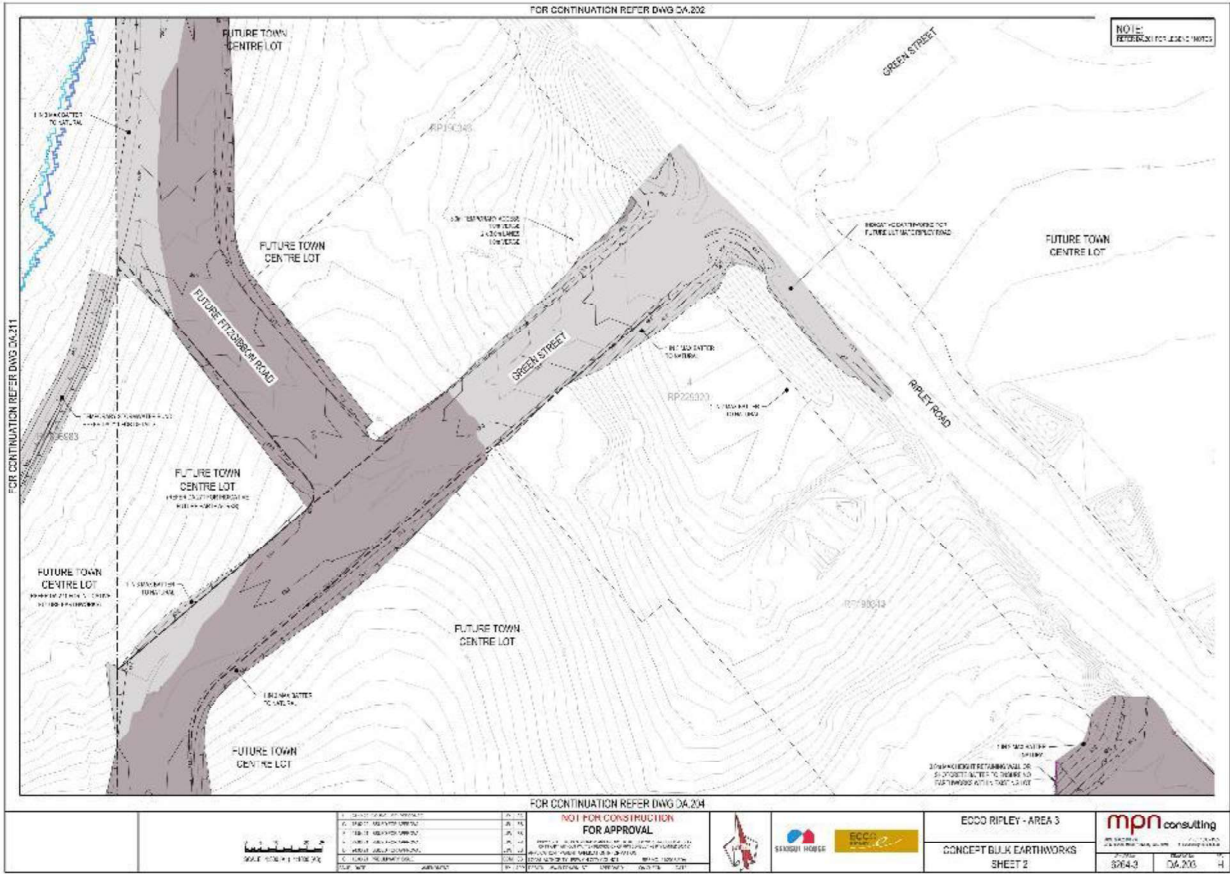
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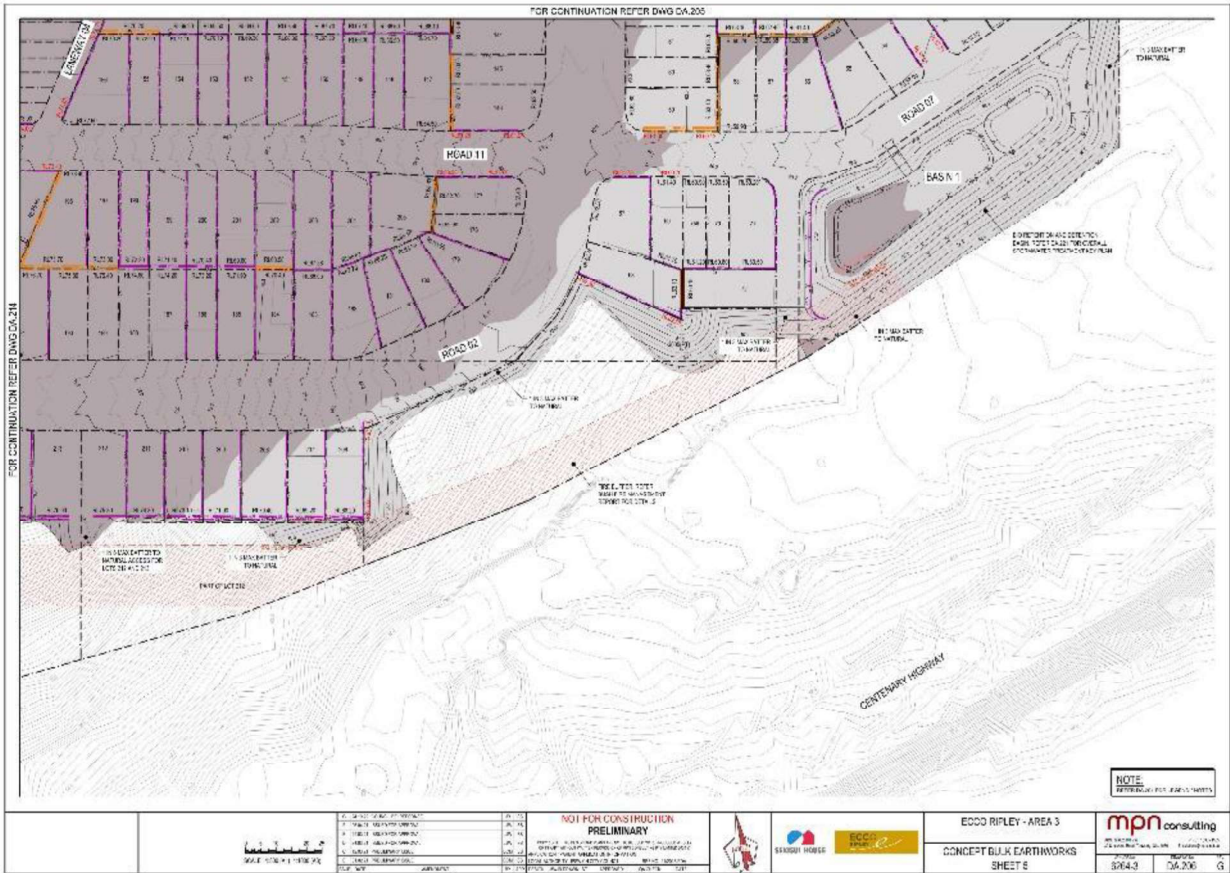
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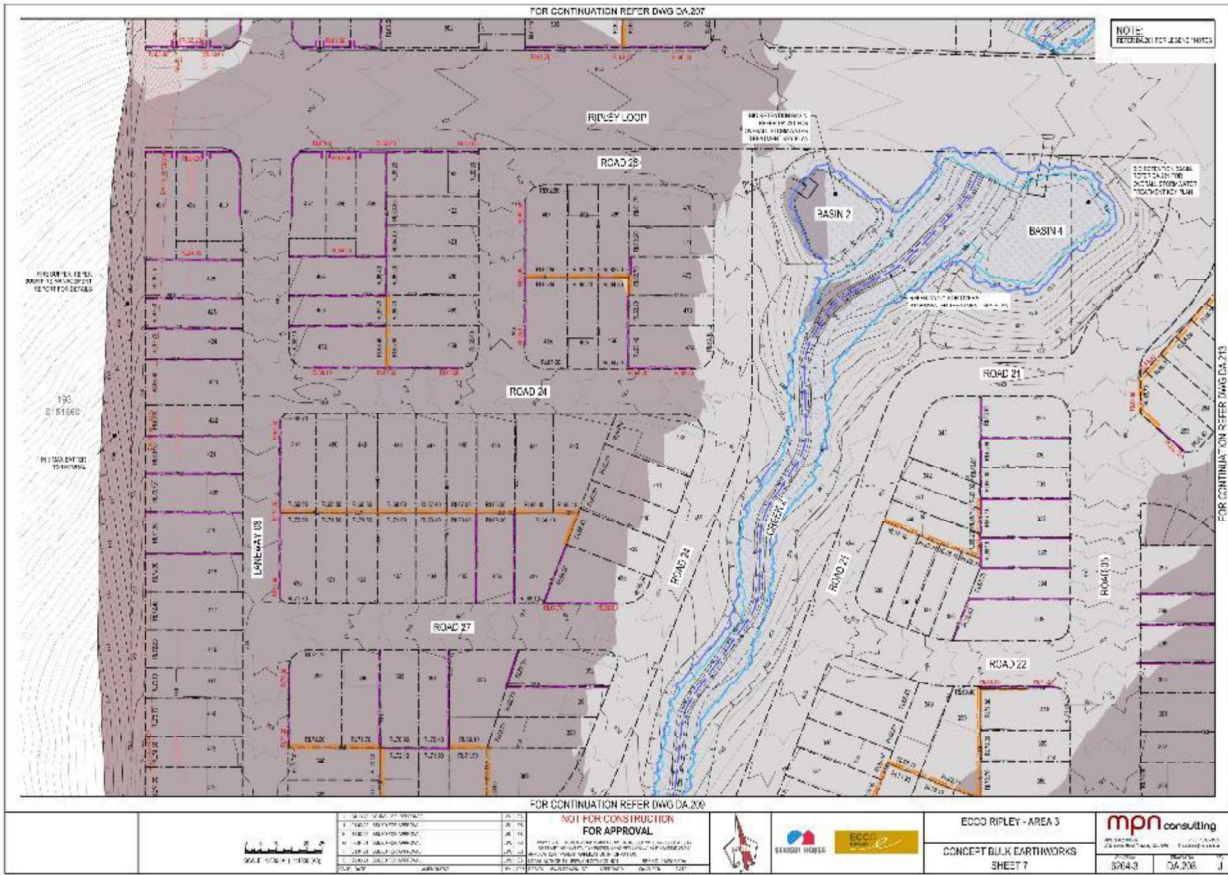
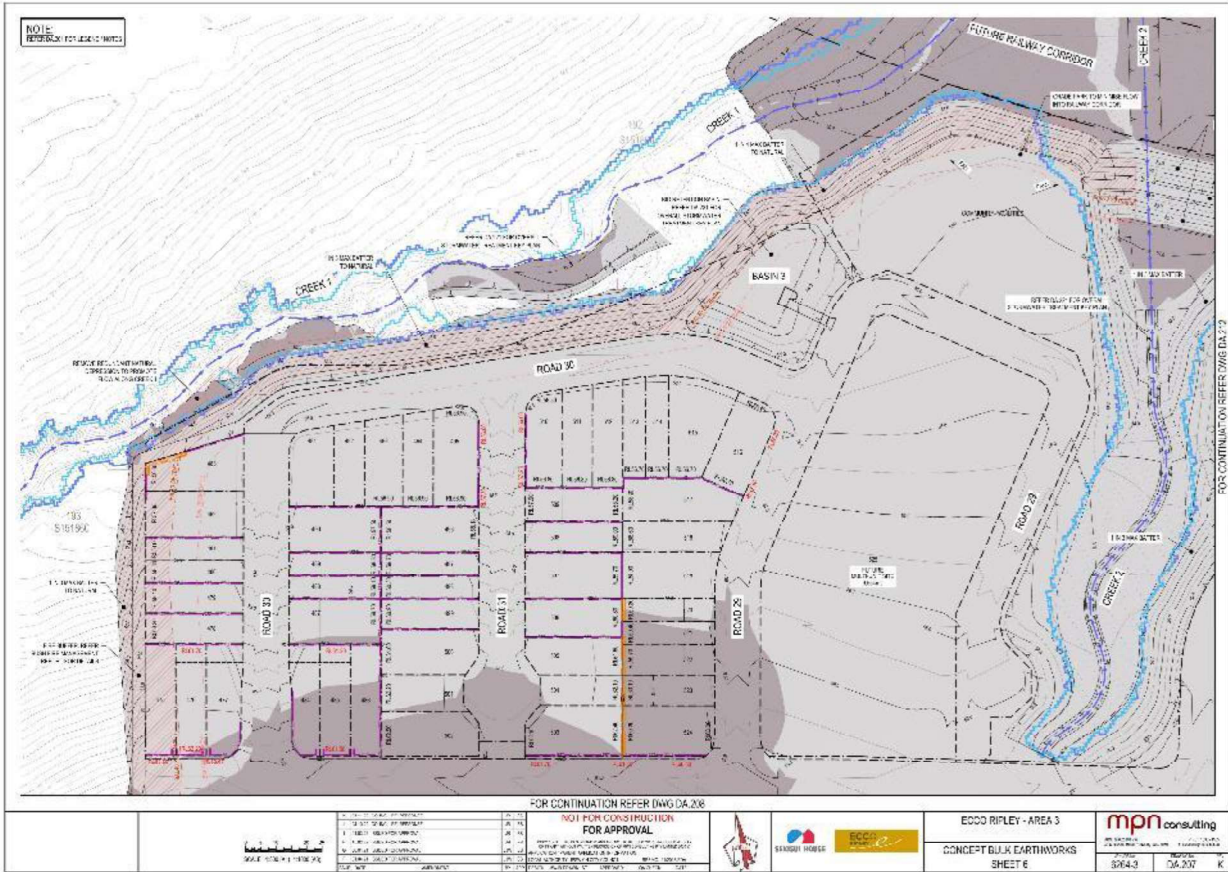


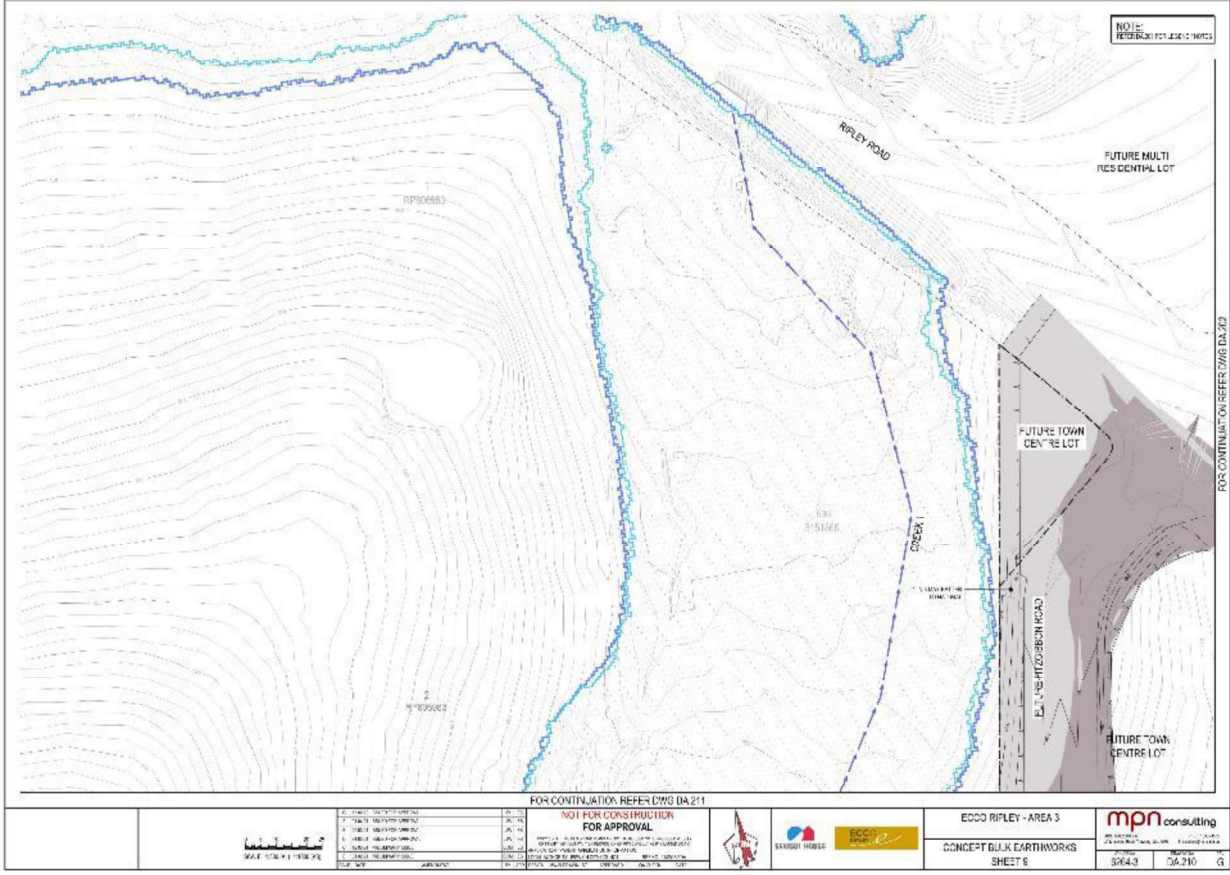
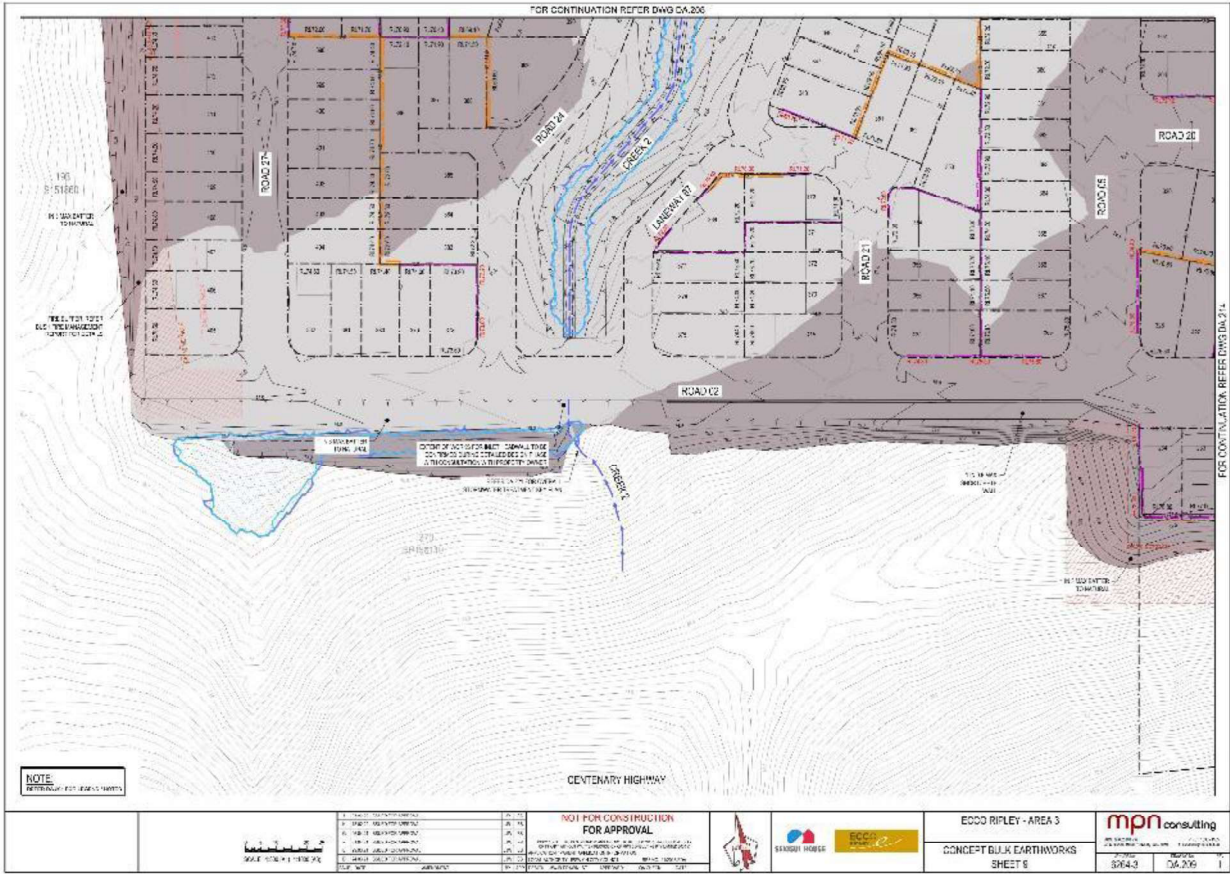
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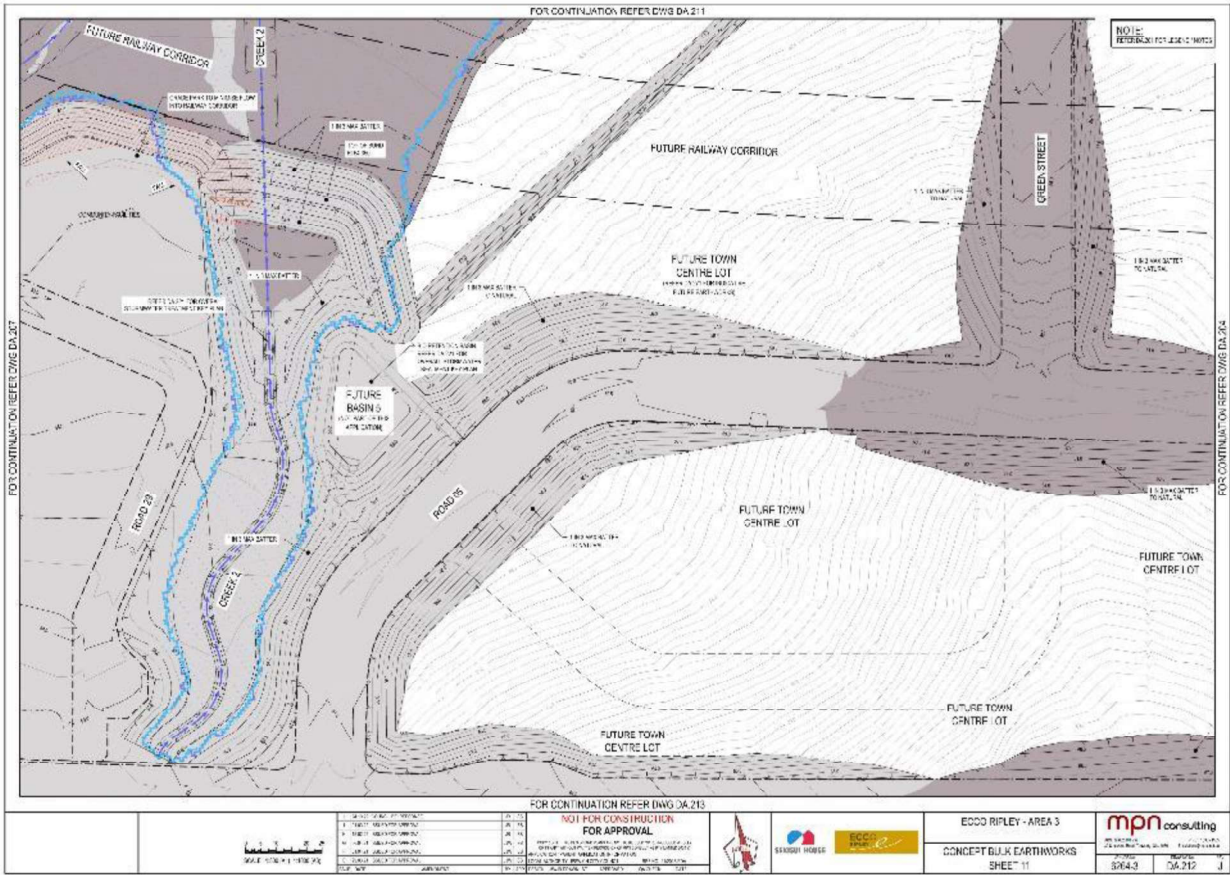
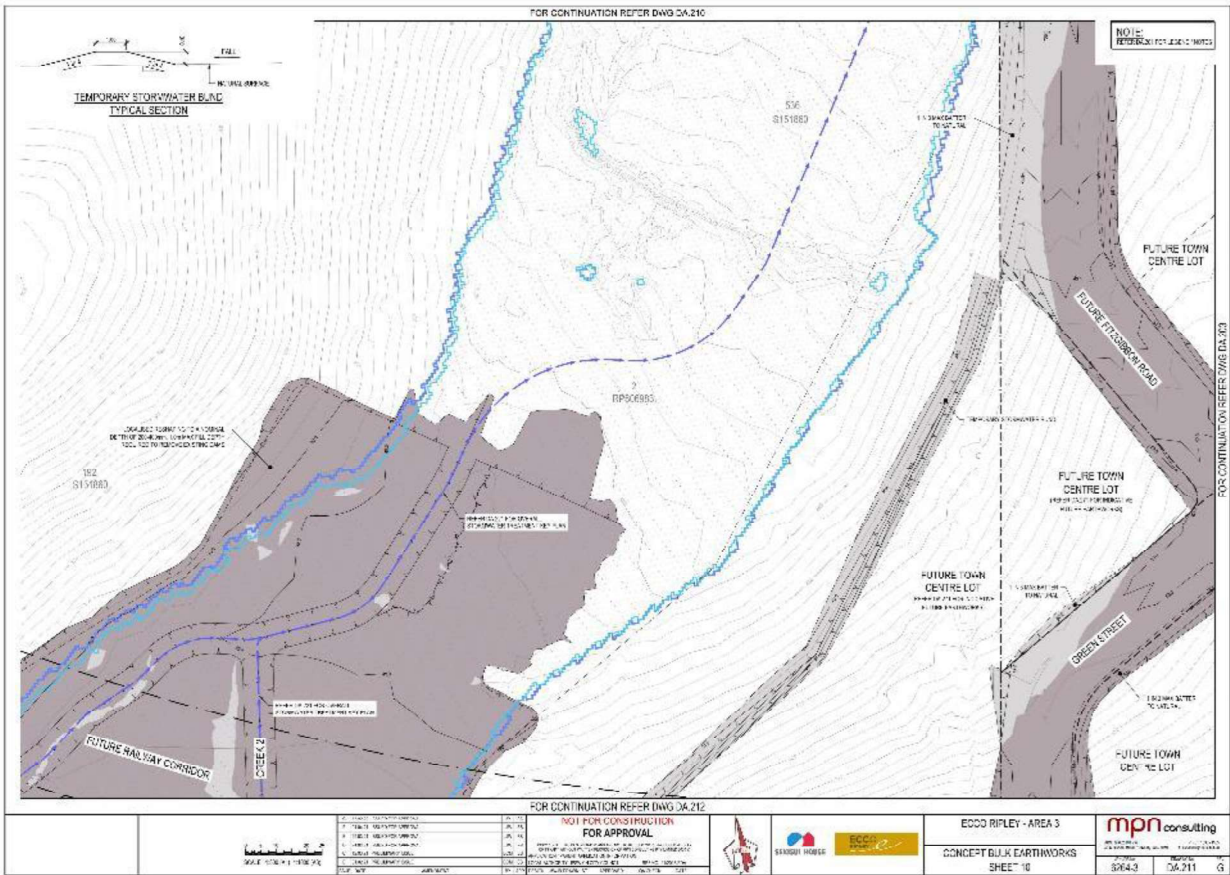


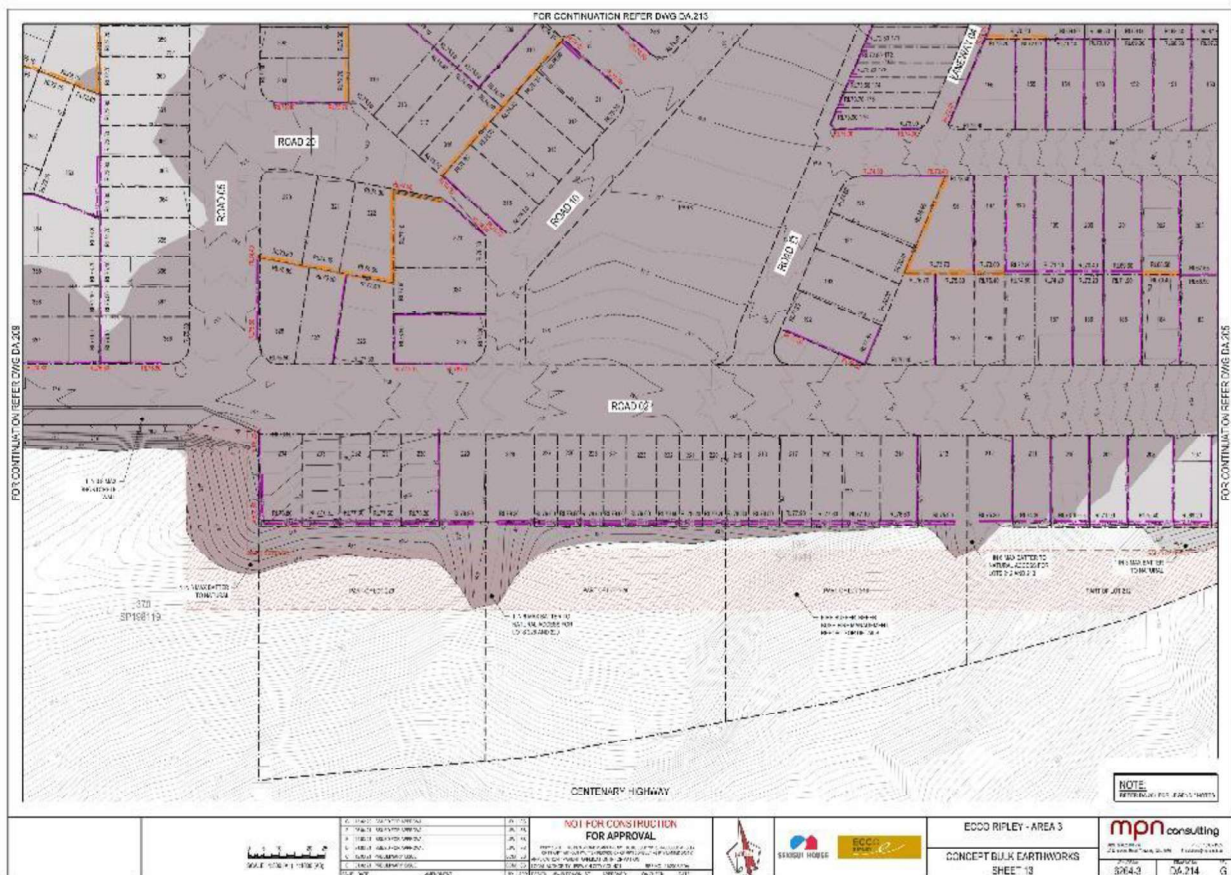
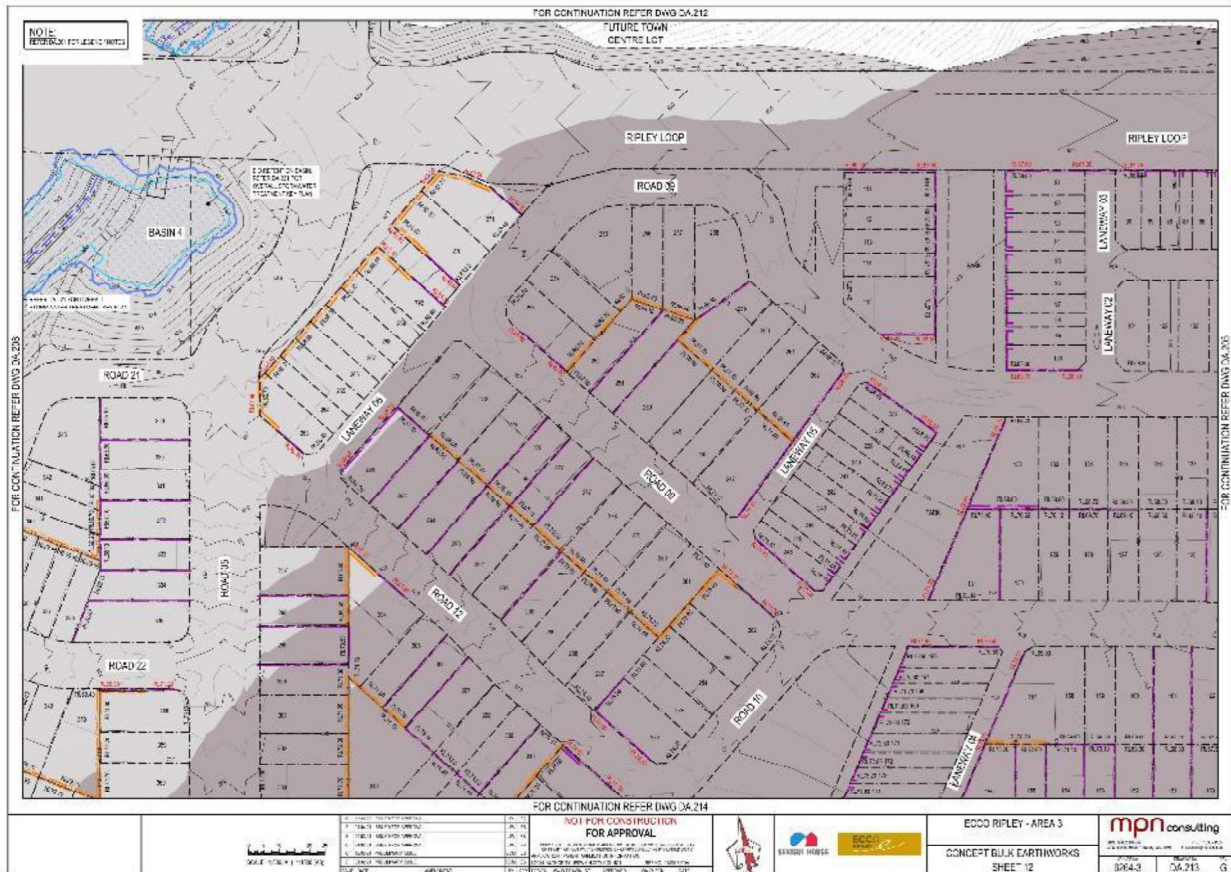


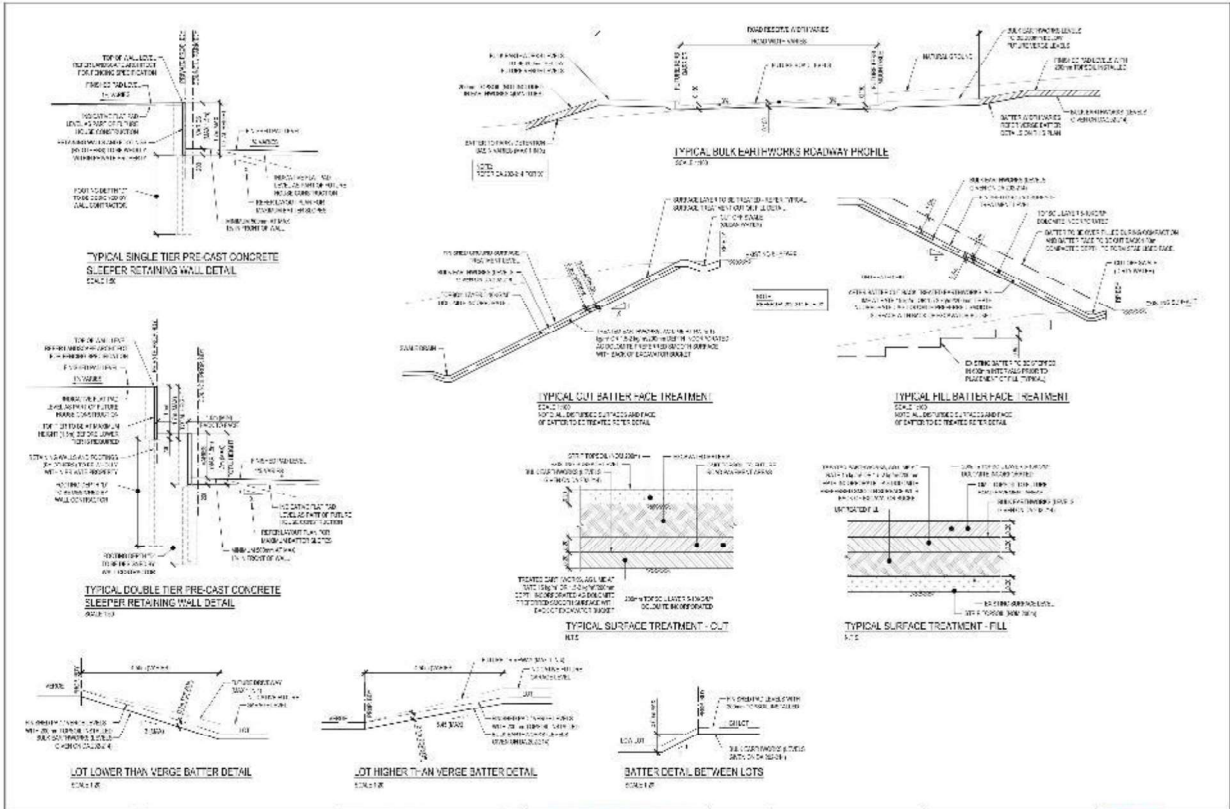




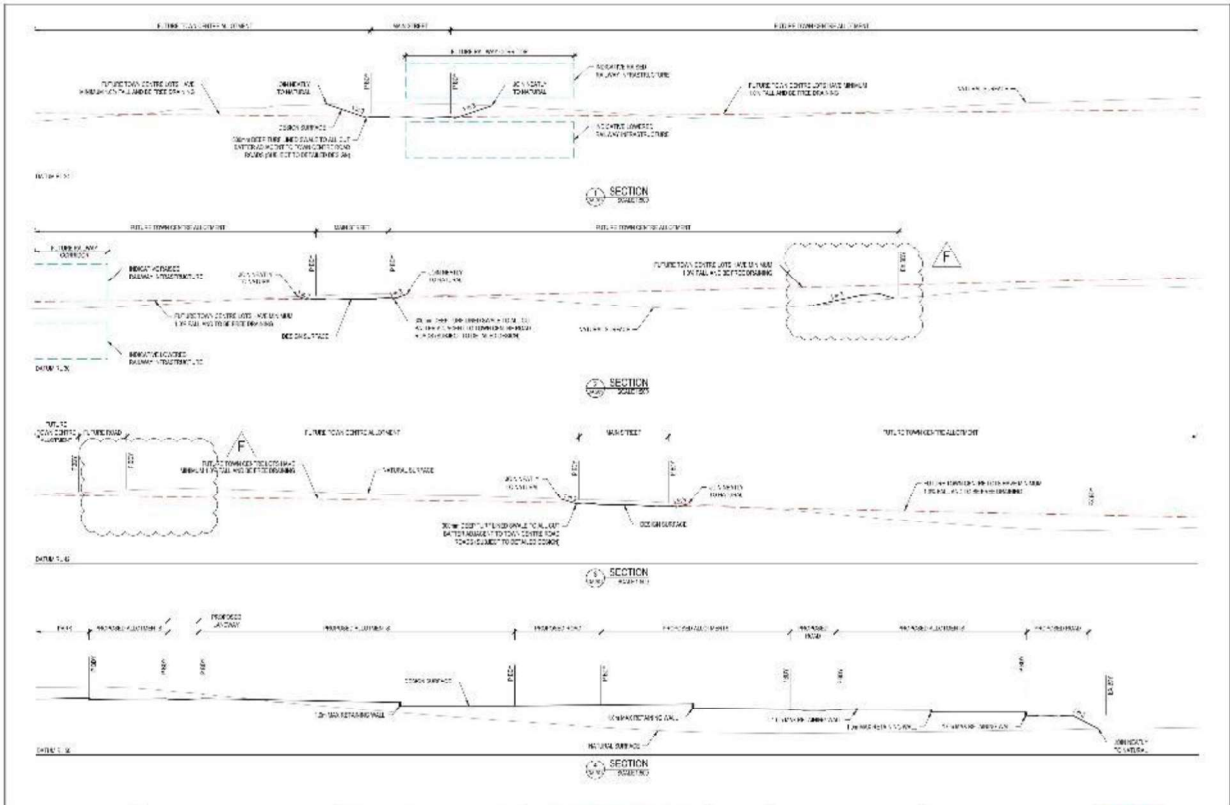




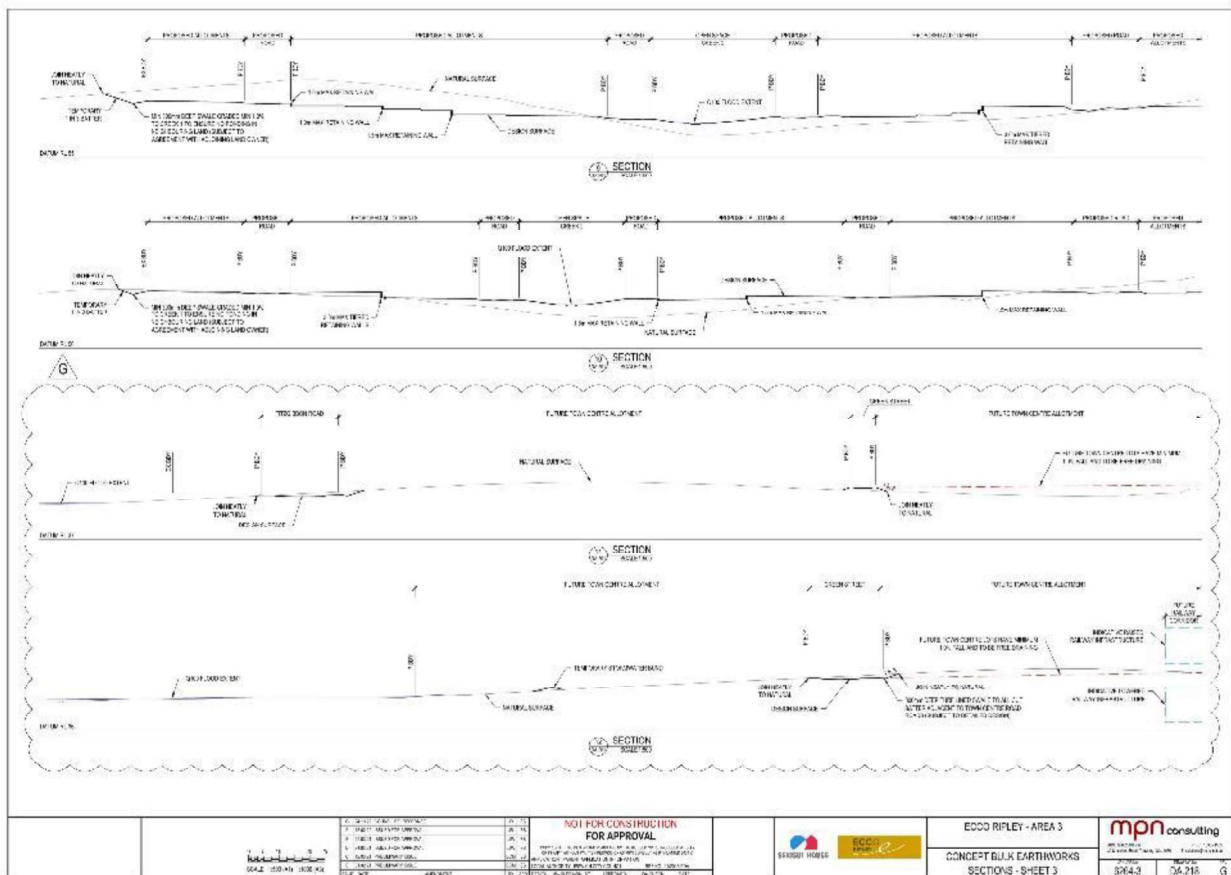
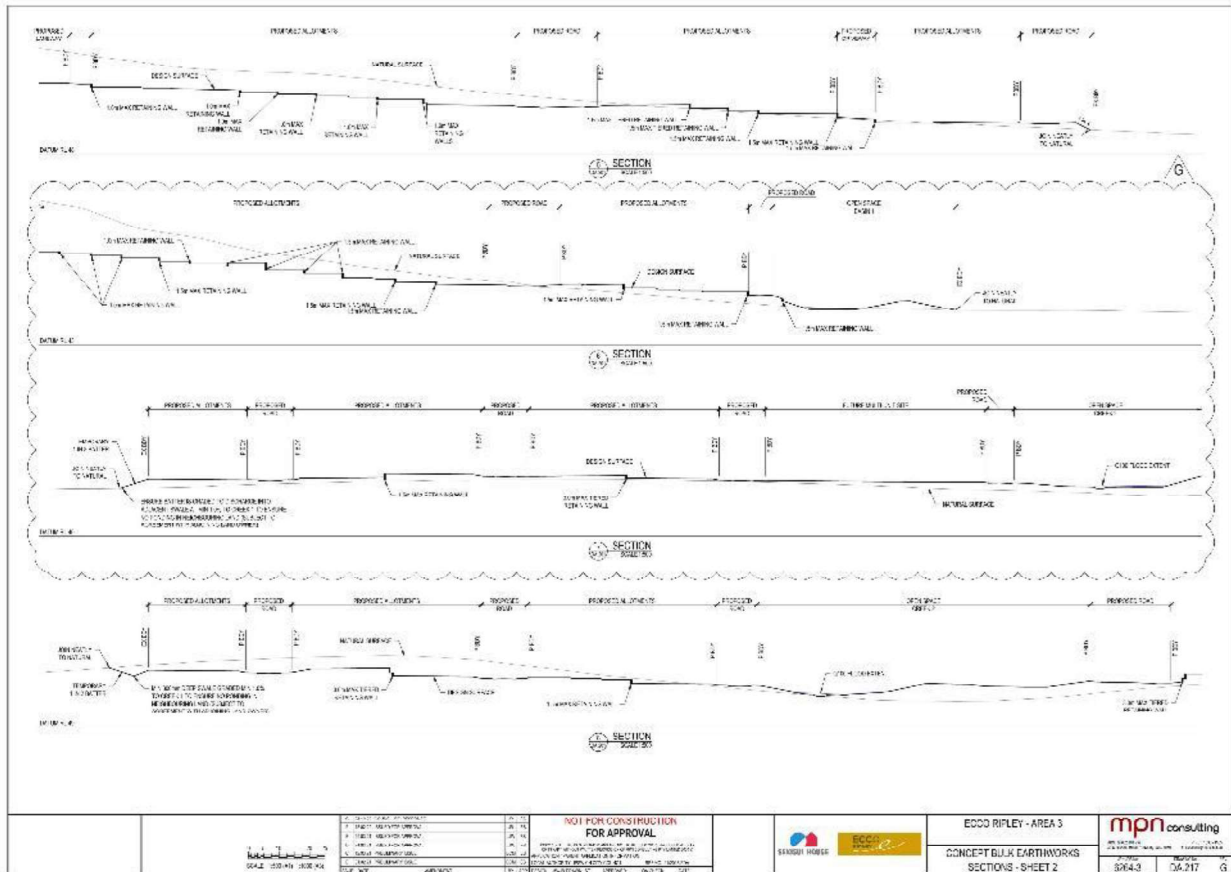


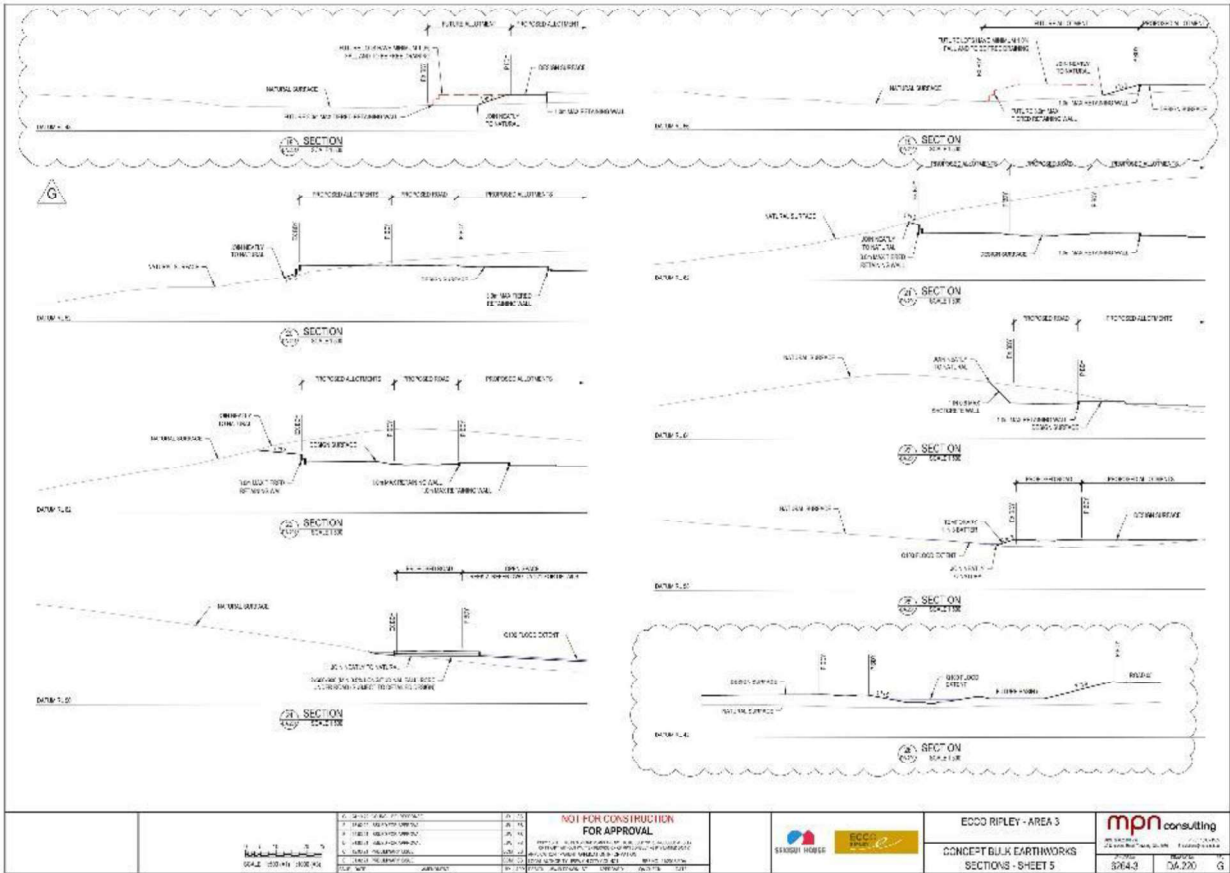
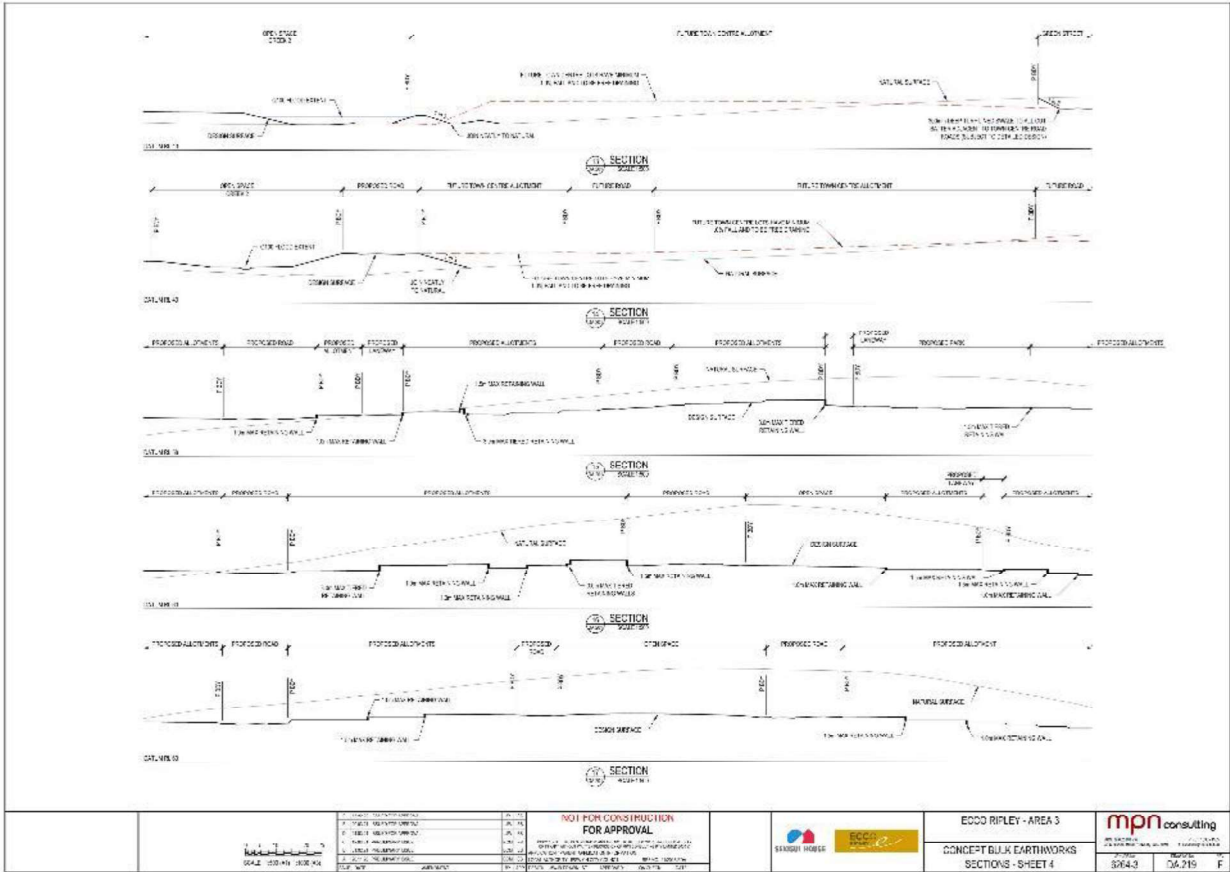


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<p>SCALE: 1:10</p>		<p>SECTION SHEET 1</p>	<p>BULK EARTHWORKS DETAILS</p>	<p>SR4-3 06-215 F</p>



<p>NOT FOR CONSTRUCTION FOR APPROVAL</p>			<p>ECCO RIPLEY - AREA 3</p>	
<p>SCALE: 1:10</p>		<p>SECTION SHEET 1</p>	<p>CONCEPT BULK EARTHWORKS</p>	<p>SR4-3 06-215 F</p>





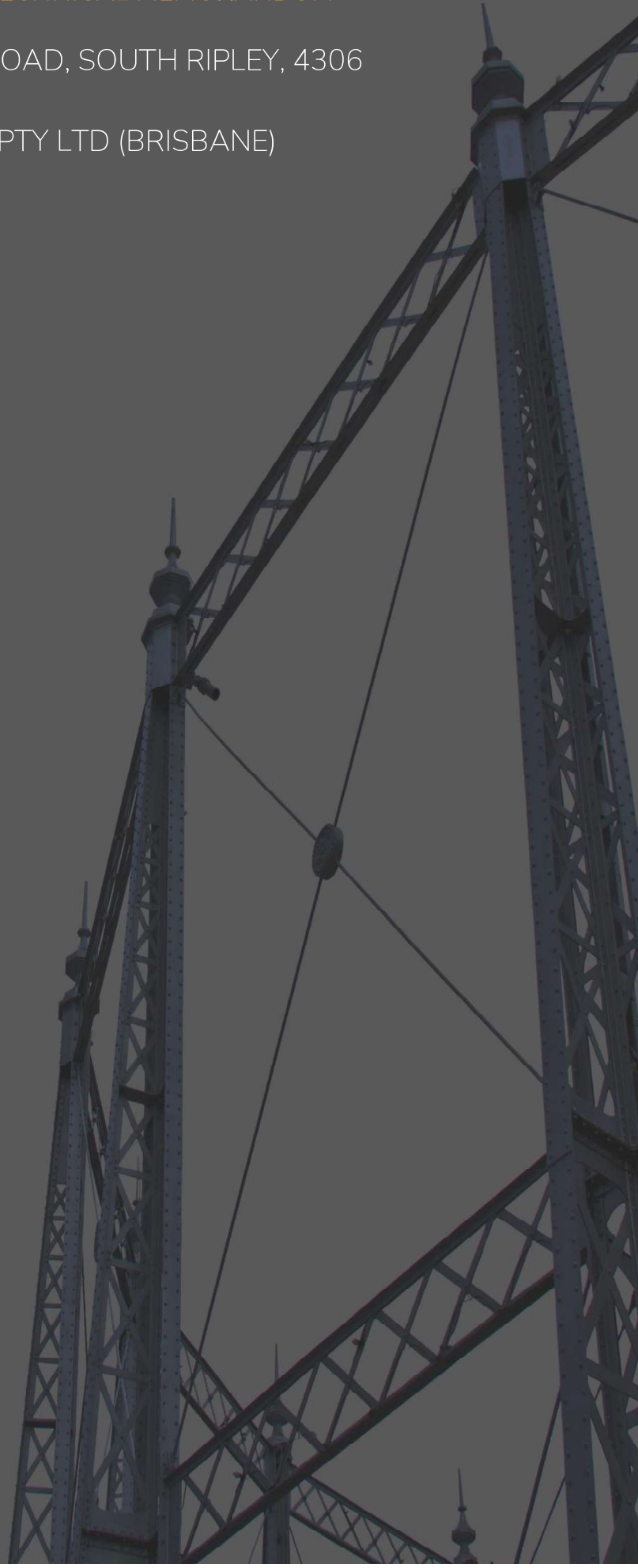
BUSHFIRE MANAGEMENT PLAN

BUSHFIRE HAZARD ASSESSMENT – TECHNICAL MEMORANDUM

PROVIDENCE WEST, 787 RIPLEY ROAD, SOUTH RIPLEY, 4306

FOR STOCKLAND DEVELOPMENT PTY LTD (BRISBANE)

AUGUST 2024



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1.0 INTRODUCTION

1.1 BACKGROUND

In December 2023, a Bushfire Hazard Assessment and Management Plan (BMP) was prepared by Bushfire Risk Reducers to accompany a now approved Development Application for subdivision located on 633, 695 and 787-815 Ripley Road, South Ripley (Ref: 2342/2024/PDA). Since the original approval, alterations to the subdivision layout for 787 Ripley Rd have been made, and as such Wolter Consulting Group (WCG) has been engaged by Stockland Developments Pty Ltd (hereafter referred to as 'the client') to prepare a Bushfire Hazard Assessment Technical Advice Memorandum to support a design amendment application and confirm where outcomes identified within the approved BMP are applicable to the new subdivision layout.

1.2 OBJECTIVES OF THIS MEMORANDUM

The objectives of this technical memorandum are:

- To review the outcomes and recommendations of the approved bushfire hazard assessment from Bushfire Risk Reducers (2023).
- To review the amended development design to identify in potential conflicts with the outcomes and recommendations of the approved bushfire hazard assessment form Bushfire Risk Reducers (2023).
- To provide support (or otherwise) that the outcomes of the approved bushfire hazard assessment form Bushfire Risk Reducers (2023) are still applicable and consistent with the amended development design.

1.3 KEY DEFINITIONS

The subject site is defined as Lot 20 on SP 337706.

The development footprint is defined as the area identified to construct the proposed subdivision.

The study area is land located within approximately 150m of the subject site.

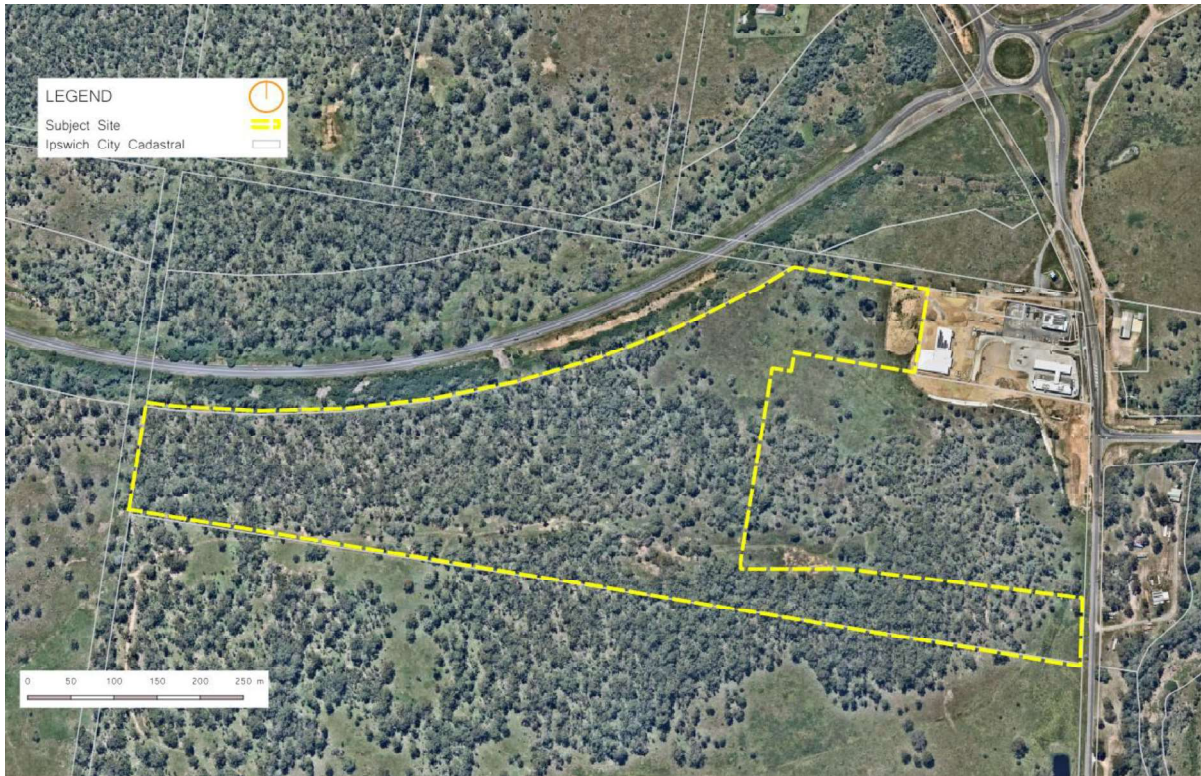
The locality is land located within an approximate 2km radius of the subject site.

2.0 SITE LOCATION AND CHARACTERISTICS

The subject site is located at 787 Ripley Road, South Ripley and is formally described as Lot 20 on SP 337706. The total site occupies an area of 197,800m² and is located within the Ipswich City Council (ICC) local government area, approximately 12km south-east from the Ipswich Central Business District. The site contains a balance of non-regulated woodland with slashed paddocks located within the north-eastern and southern extents of the subject site. Informal dirt tracks span the subject site, predominantly within the southern extent of the site. The Centenary Highway is located north of the subject site, with other surrounding land uses including rural residential and emerging community to the east and rural woodland to the south and west.

Figure 1 provides an aerial image of the subject site in context to the surrounding land uses and physical features.

Figure 1 – Aerial Image - subject site and surrounding locality



3.0 DEVELOPMENT PROPOSAL

The Design Amendment Application looks to alter the lot boundaries and configuration of the previously approved site layout. It is understood that no change to the number of lots (266 residential lots) is proposed. Additionally, the extent of the development footprint is not proposed to be increased or changed under this application and as such, generally conforms with the existing Development Approval.

Figure 2 provides the amended site layout overlaying the current approved layout.

Figure 2 – Development Proposal

LEGEND

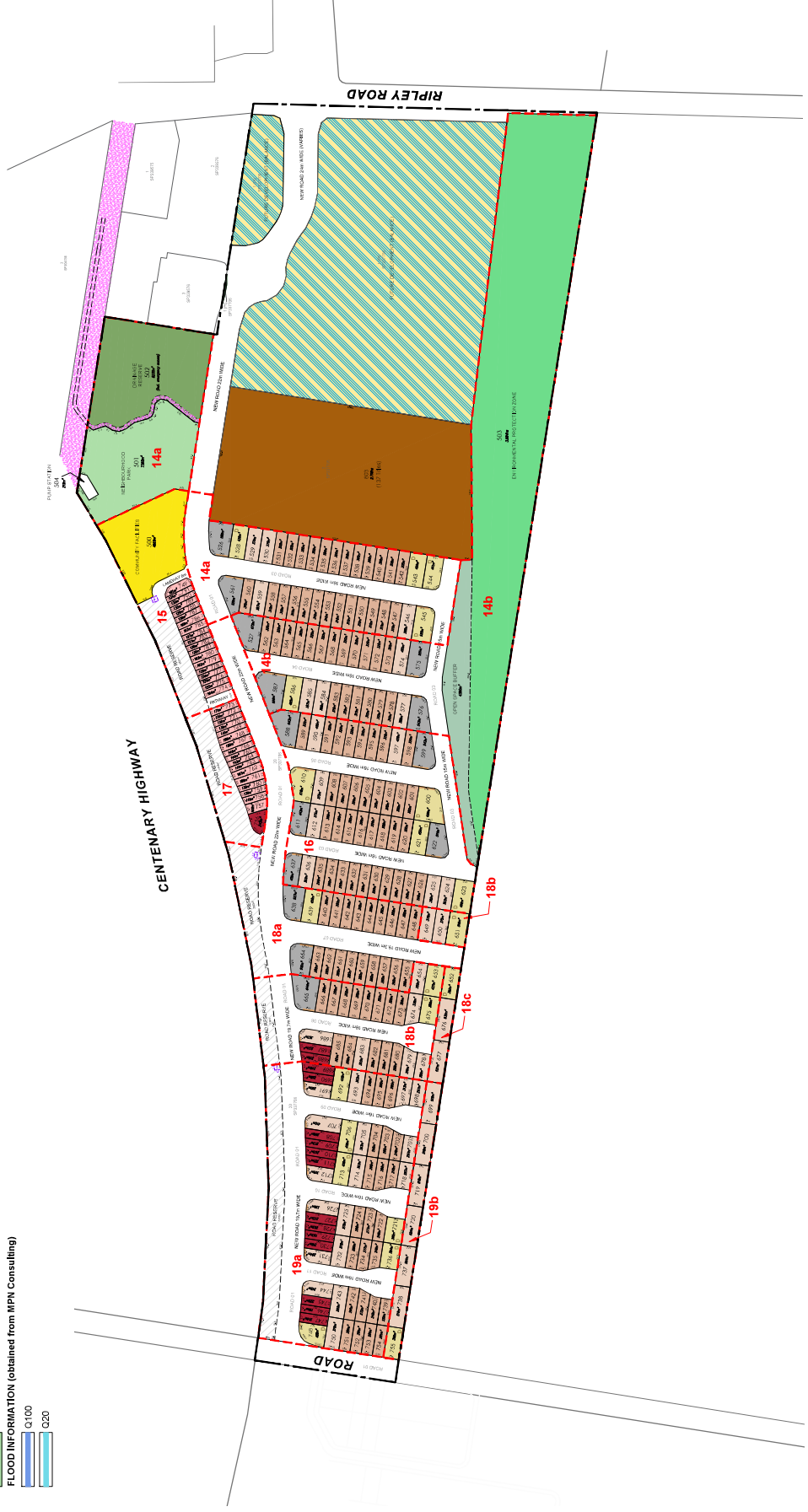
- Site Boundary
- Stage Boundary
- Priority Frontages (identified on corner and selected Torrens lots only)
- Access Easement
- Road Reserve
- Indicative PMT locations
- Housing Development Exclusion Area
- Primary Access
- Emergency Access (after 100 lots)
- Secondary Formal Access (after 300 lots)
- Proposed Detention Basin
- Future Development
- Future Development (Balance)

OPEN SPACE

- Additional Planting in Road Reserve
- Open Space
- Drainage Reserve
- Environmental Protection Zone
- Neighbourhood Park

FLOOD INFORMATION (obtained from MPN Consulting)

- G100
- G20



NOTES:

1. This plan was prepared for the purpose and exclusive use of Stockland to accompany an application to Economic Development Queensland for approval to reconfigure the land described in this plan and is not to be used for any other purpose or by any other person or corporation.
2. The dimensions, areas, number of lots, size and location of improvements and flood information (if shown) are approximate only and may vary subject to engineering design changes, field survey and requirements for lodgement of survey plans in the Department of Natural Resources, Mines and Energy.
3. This plan may not be copied unless these notes are included.

CLIENT:
STOCKLAND

PROJECT:
PROPOSED RECONFIGURATION
Lot 1 SP 337706 (7010 Ripley Road, Ripley),
Lot 2 SP 337706 (7011 Ripley Road, Ripley),
Lot 20 SP 337706 (7012 Ripley Road, Ripley),
(formerly lots 1 & 2 on SP326583)

LOCAL AUTHORITY:
ECONOMIC DEVELOPMENT QUEENSLAND



PROJECT NO. DRAWING NO. REV.
23-0573SP ROL07&08 C
SHEET NO. DATE
1 of 1 15/08/2024

4.0 BUSHFIRE HAZARD ASSESSMENT

To ensure findings of the approved BMP are up to date and consistent with current bushfire related development constraints, the following section provides a desktop analysis of current mapping and overlays associated with the site drawing comparison to the approved BMP.

4.1 DESKTOP ASSESSMENT

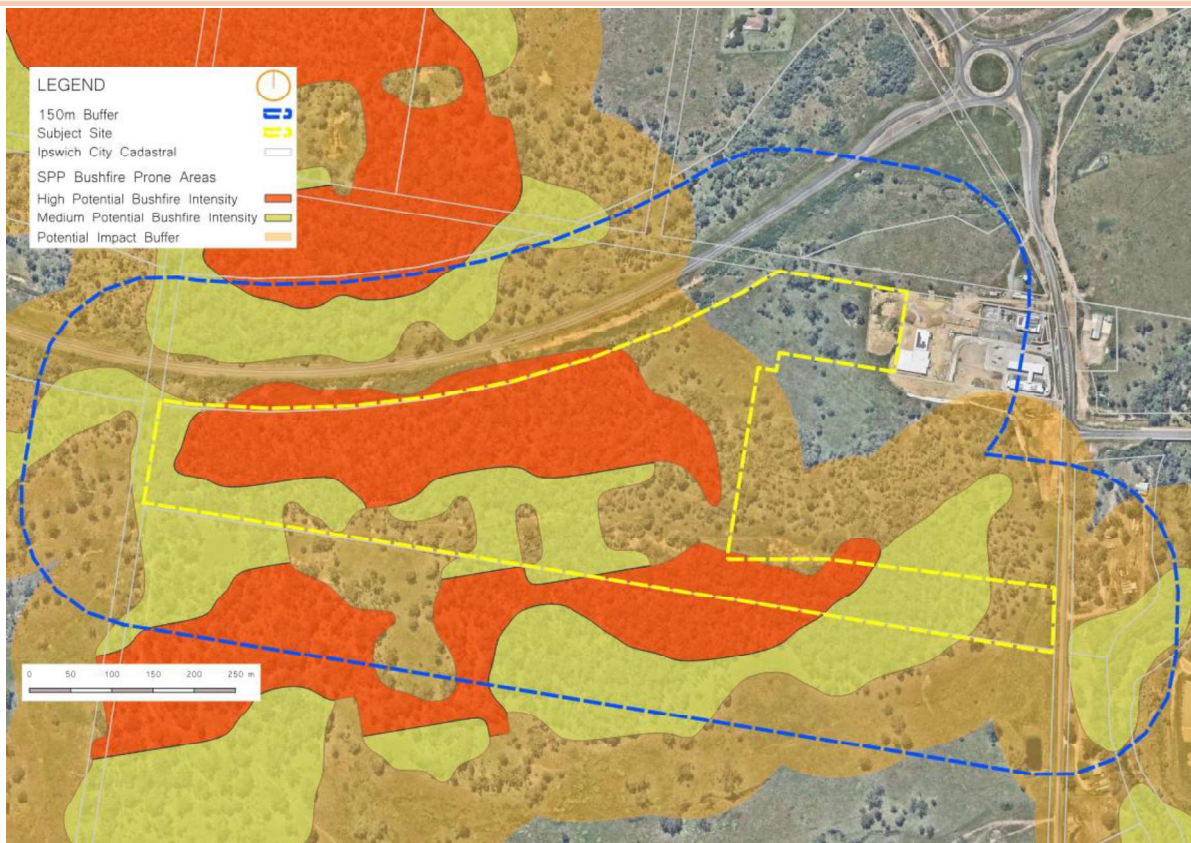
4.1.1 SPP BUSHFIRE PRONE AREAS

Review of the QLD Bushfire Prone Areas in accordance with the SPP recognises the subject site as containing a mosaic of High and Medium Bushfire Potential areas spanning majority of the subject site. The remaining balance is predominately located within mapped Potential buffer area. High and Medium Potential Bushfire Intensity areas also extend within the 150m site buffer and beyond.

The current configuration of the state mapping is congruent with the state mapping utilised in the approved BMP prepared by Bushfire Risk Reducers (2023).

Refer to Figure 3 for an extract of the SPP Bushfire Hazard mapping for the subject site and surrounding area.

Figure 3 – SPP Bushfire Planning Assessment SEQ Region (DILGP 2017)



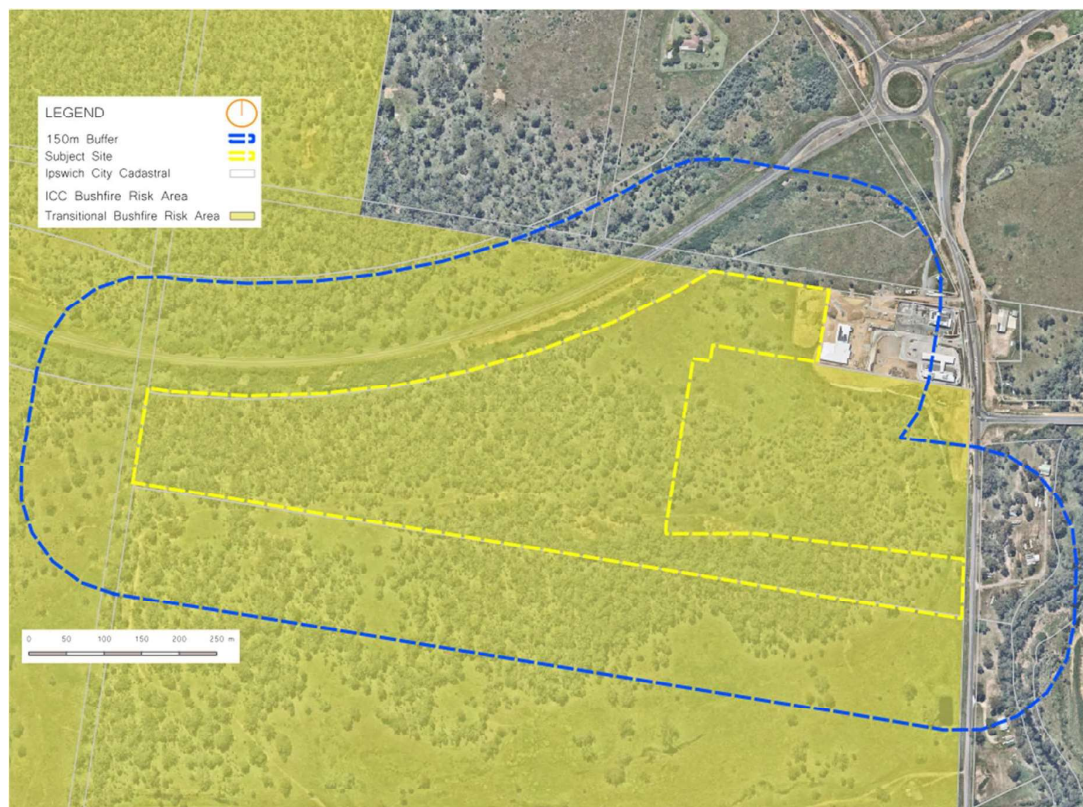
4.1.2 LOCAL BUSHFIRE HAZARD OVERLAY MAPPING

The *ICC Planning Scheme (2006)* bushfire hazard overlay mapping additionally identifies the hazard present within the subject site. The mapping identifies the entirety of the subject site to be located within Transitional Bushfire Risk area. This area also extends to majority of the 150m buffer area, excluding the northeastern and eastern extent of the buffer zone.

The current configuration of the local mapping is congruent with the mapping utilised in the approved BMP prepared by Bushfire Risk Reducers (2023).

Refer to Figure 4 for an extract of the *ICC Planning Scheme* Bushfire overlay mapping for the subject site and surrounding area.

Figure 4 – *ICC Planning Scheme (2006)* Bushfire Overlay



4.1.3 VEGETATION COMMUNITY ASSESSMENT AND FUEL LOADS

In order to determine vegetation communities that have potential to contribute to the bushfire hazard, the Department of Resources (DoR) Regional Ecosystem mapping database was interrogated. Mapping suggest that no regional ecosystems are located within the subject site, with regulated regrowth vegetation located within the northern and eastern extent of the buffer area. The regional ecosystems situated within the study area are described as follows:

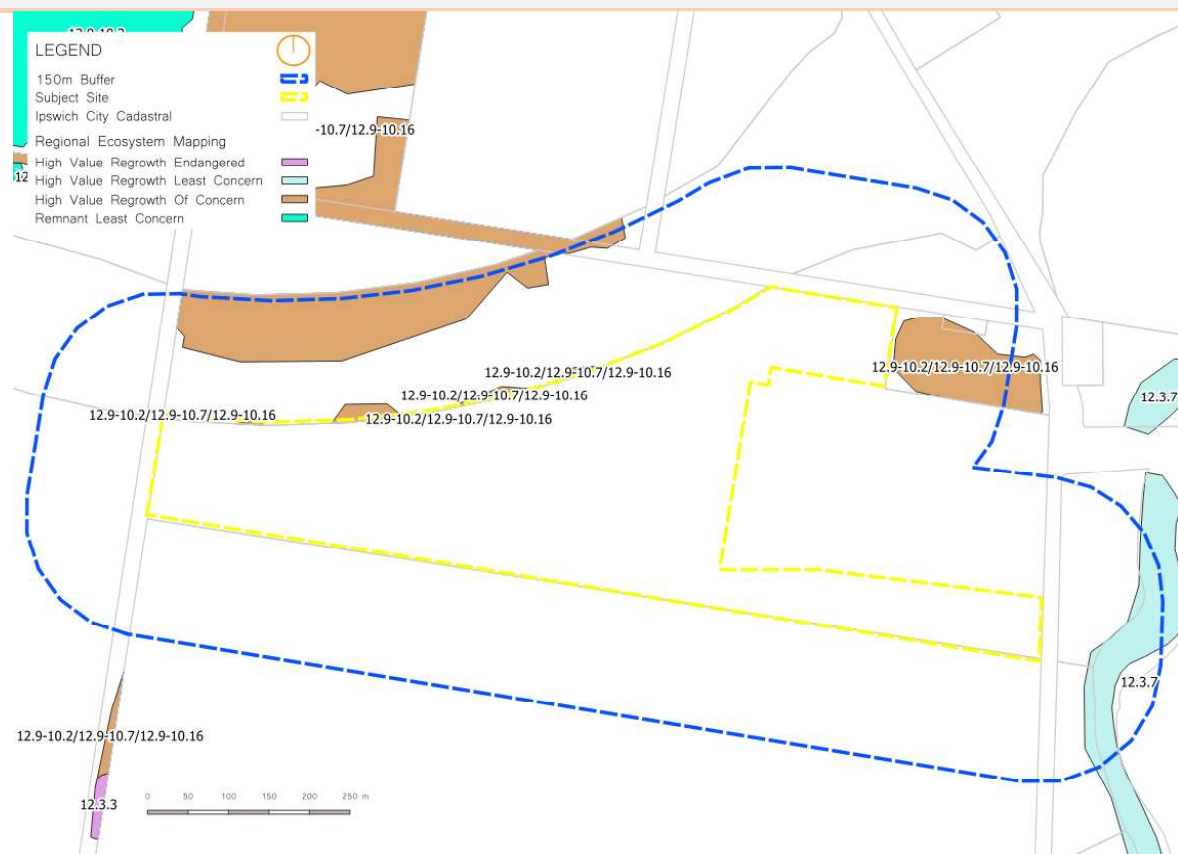
- RE12.9-10.2 - *Corymbia citriodora subsp. variegata* +/- *Eucalyptus crebra* open forest on sedimentary rocks

- o RE12.9-10.7 - *Eucalyptus crebra* +/- *E. tereticornis*, *Corymbia tessellaris*, *Angophora spp.* and *E. melanophloia* woodland on sedimentary rocks
- o RE12.9-10.16 - Araucarian microphyll to notophyll vine forest on Cainozoic and Mesozoic sediments
- o RE12.3.7 - *Eucalyptus tereticornis*, *Casuarina cunninghamiana subsp. cunninghamiana* +/- *Melaleuca spp.* fringing woodland

Desktop review of regional ecosystem mapping conducted by Bushfire Risk Reducers (2023) is congruent in configuration to current ecosystem mapping, and thus in conformance with the approved BMP.

Refer to Figure 5 for spatial representation of regional ecosystem designations surrounding the subject site.

Figure 5 – Regional Ecosystem designations within the study area



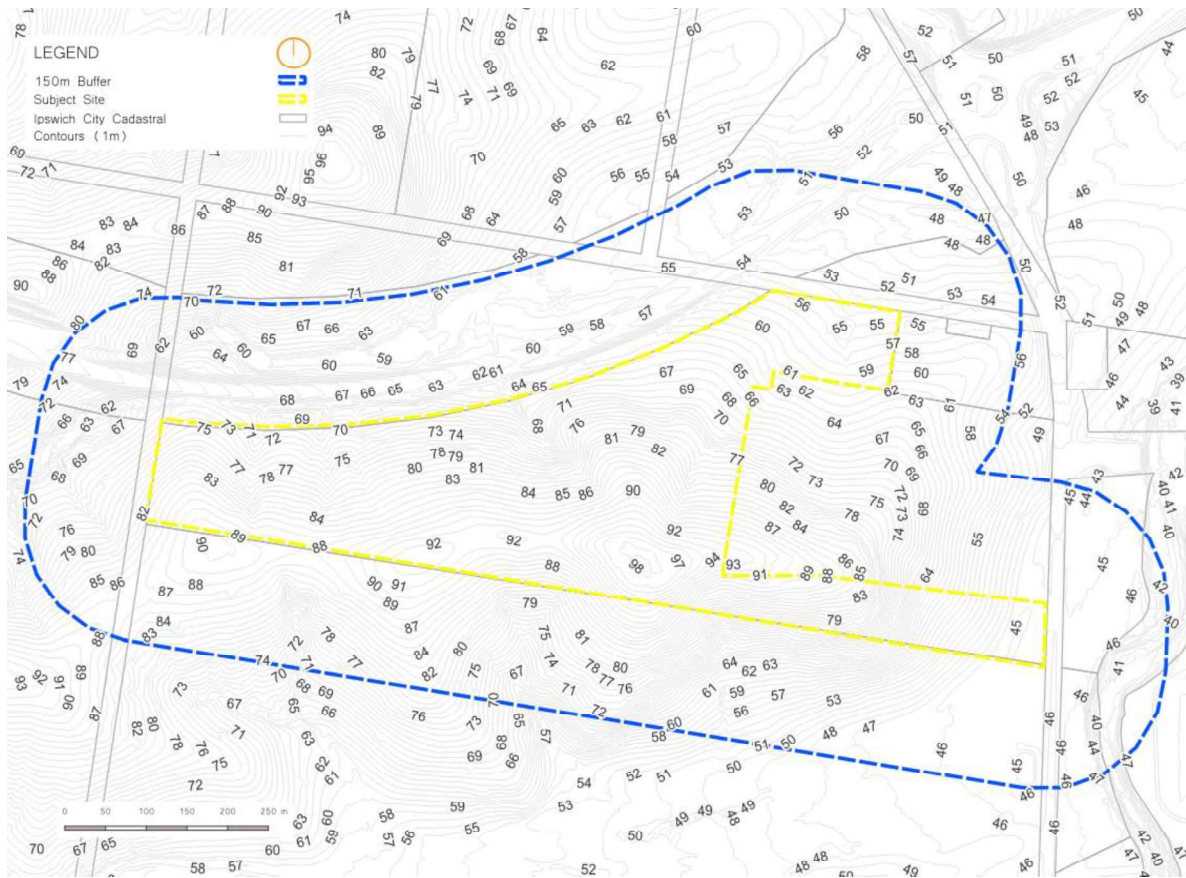
4.1.4 SLOPE ASSESSMENT

Analysis of 1m contours obtained for the study area indicates that the hazardous vegetation areas to the south of the subject is located *Downslope* of the development footprint holding an approximate slope of 6° from the southwestern extent to 14° from the southeastern extent. The hazardous vegetation north of the development footprint is located *Downslope* at an approximate slope of 10°.

The current slope assessment is in conformance with the approved BMP prepared by Bushfire Risk Reducers (2023).

Refer to Figure 6 for visual representation of slope across the subject site.

Figure 6 – Study Area Slope Categories



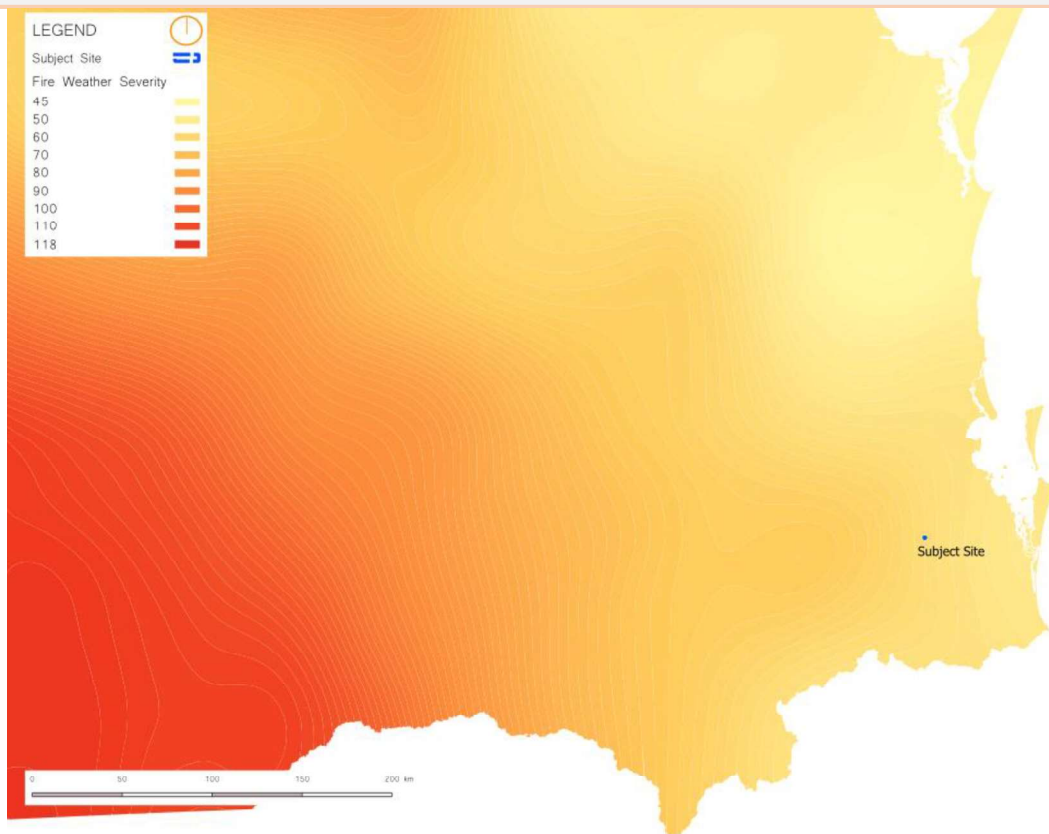
4.1.5 FIRE WEATHER SEVERITY

In accordance with AS3959-2018 S.2.2.2 Table 2.0, the regional Fire Danger Index for Queensland is nominated as FDI 40, however in the ‘typical fire season’ between September and November, predominated winds and high temperatures can increase the fire weather conditions to FDI levels of approximately 60.

FDI levels of both 40 and 60 used within the approved BMP by Bushfire Risk Reducers (2023) are applicable to the revised site layout.

Refer to Figure 7 for representation of FDI across Southeast Queensland.

Figure 7– QFD Fire Weather Severity (QFD, 2014)



4.2 RELIABILITY ASSESSMENT

4.2.1 VEGETATION COMMUNITY ASSESSMENT

Ground truthing of the subject site was conducted by Bushfire Risk Reducers in conjunction with the approved BMP, where two (2) hazardous vegetation communities within the study area were identified, each with their own uniform fuel and topographical characteristics.

4.2.2 FUEL INTERFACE 5

The vegetation community adjacent to the west and southwestern boundary of the subject site is identified as Fuel Interface 5 within the approved BMP by Bushfire Risk Reducers (Refer to Figure 8). The vegetation is described as closely resembling RE12.9 – 10.2 in woodland form, for which State Government attributes a default Total Available Fuel Load of 18t/ha, 17t/ha of which is Surface and Near surface fuel (refer to Plate 1). This categorisation made by Bushfire Risk Reducers (2023) is accurate to current on-site conditions for this area and is pertinent to the amended site layout. As such the PFI of 17,221W/m and subsequent of Medium Bushfire Hazard classification calculated by Bushfire Risk Reducers (2023) is still applicable to the current vegetation community west and southwest of the subject site (Refer to Table A)

Table A: Fuel Interface 5 Bushfire Intensity Assessment

Fuel Area	VHC	PFL (t/ha)	PFL (t/ha)	Slope (o)	FDI	PFI (kW/m)	Hazard Class
		Understorey	Total				
Fuel Interface 5	10.2	17.0	18.0	6	60	17,221	MEDIUM

PLATE 1 – GROUND TRUTHED PHOTOS OF FUEL INTERFACE 5 (BUSHFIRE RISK REDUCERS, 2023)



4.2.3 FUEL INTERFACE 6

The vegetation community adjacent to the southeastern boundary of the subject site is identified as Fuel Interface 6 within the approved BMP by Bushfire Risk Reducers (Refer to Figure 8). The vegetation is described as closely resembling RE12.9 – 10.2, for which State Government attributes a default Total Available Fuel Load of 20.8t/ha, 19.3t/ha of which is Surface and Near surface fuel (refer to Plate 2). This categorisation made by Bushfire Risk Reducers (2023) is accurate to current on-site conditions for this area and is pertinent to the amended site layout. As such the PFI of 39,237W/m and subsequent Medium Bushfire Hazard classification calculated by Bushfire Risk Reducers (2023) is still applicable to the current vegetation community southeast of the subject site (Refer to Table B).

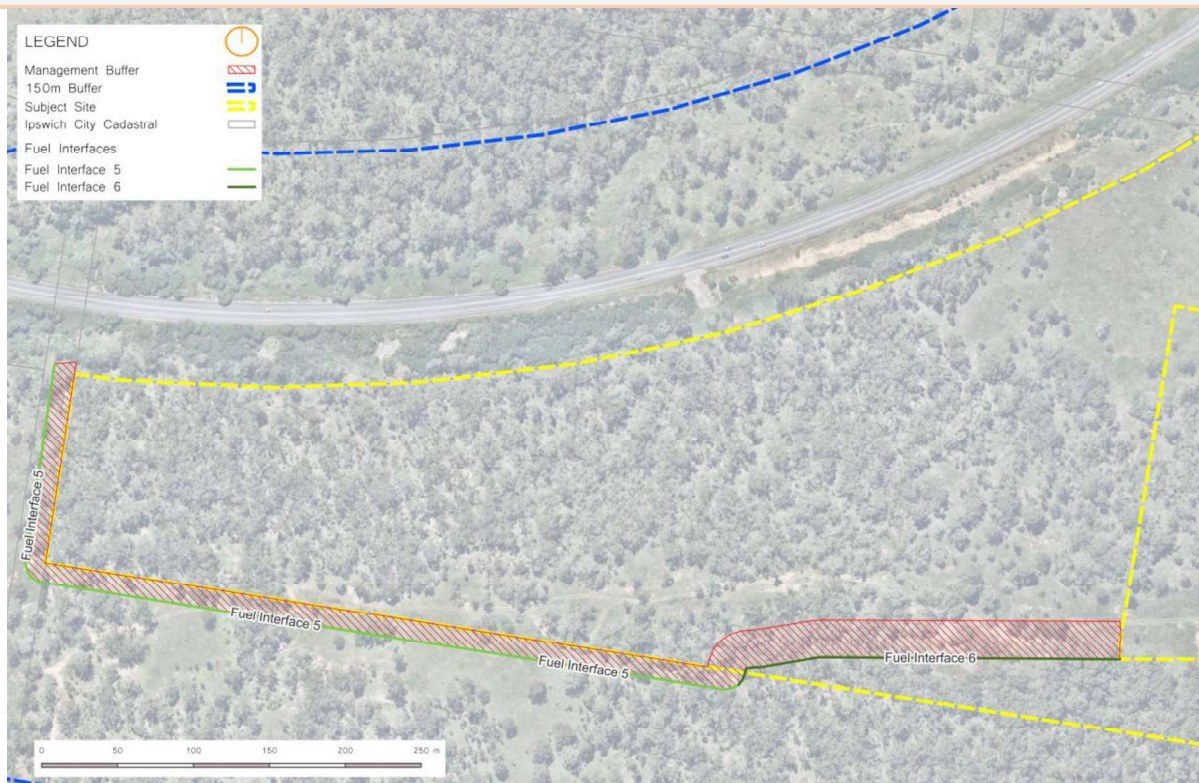
Table B: Fuel Interface 6 Bushfire Intensity Assessment

Fuel Area	VHC	PFL (t/ha)	PFL (t/ha)	Slope (°)	FDI	PFI (kW/m)	Hazard Class
		Understorey	Total				
Fuel Interface 6	10.1	19.3	20.8	14	60	39,237	MEDIUM

PLATE 2– GROUND TRUTHED PHOTOS OF FUEL INTERFACE 6 (BUSHFIRE RISK REDUCERS, 2023)



Figure 8– Hazardous vegetation communities within study area



5.0 RISK REGISTER – RISKS TO THE DEVELOPMENT

5.1 FIRE HISTORY

Review of fire scar aerial imagery between 2016 – 2022 reveals that areas within the site locality (defined as a 2km radius of the subject site) were impacted by bushfire events in 2016 and 2021.

The recurrence of fire at this frequency can be interpreted utilising the Queensland Emergency Risk Management Framework (QERMF) that provides a method to interpolate fire frequency into a likelihood rating of a wildfire occurring. The following table is replicated from the QERMF handbook. Given the extent of records available (i.e. back to 2016) for review, if we were to assume that a fire had occurred in the last 10 years (precautionary principle) the likelihood of a fire occurring based on fire history would be considered as Possible (Might occur in most cases). This is in conformance with the fire history reported within the approved BMP.

Table C: Event Likelihood definitions

Historical Likelihood	Likelihood Level	Definition
Has occurred 3 or more times in the last year or at least each year over the last 5 years	Almost Certain	Almost certain to occur in most cases
Has occurred twice in the last 5 years	Likely	Likely chance of occurring in most cases
Has occurred twice in the last 10 years	Possible	Might occur in most cases
May occur, and has occurred once in the last 20 years	Unlikely	Not expected to occur in most cases
May only occur in exceptional circumstances or has occurred only once in the last 50 years or more	Rare	Will only occur in exceptional circumstances and has not occurred in most cases

5.2 ENVIRONMENTAL VARIABLES AT LOCATION OF FACILITY

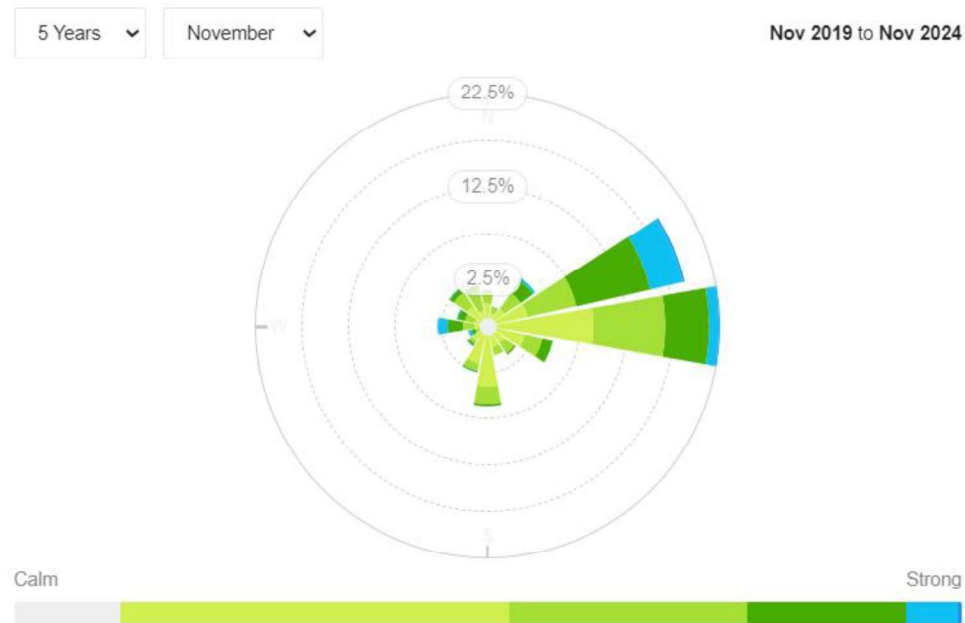
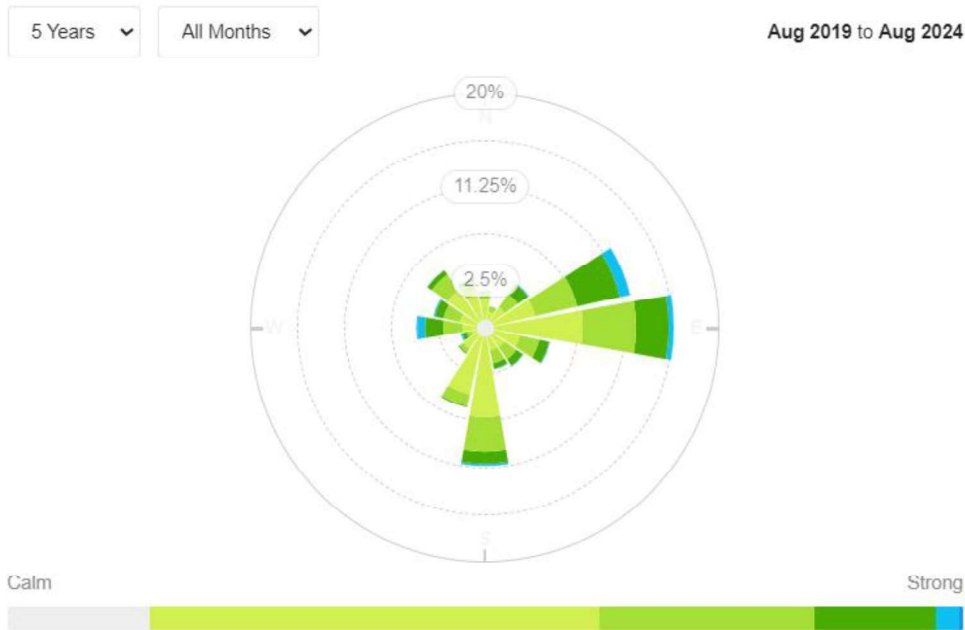
Officially, the typical peak bushfire season in the Southeast QLD region is stated to commence on August 1st and continues through to the commencement of the wet season from December. However, this generalisation can vary from year to year.

Moderate to strong easterly winds have been observed as the predominant wind pattern from historic data over a five-year period within the subject locality (nearest Amberly Station, approximately 8.3km southeast). During the bushfire season (November average) typical wind direction is observed between east and north-easterly directions, recorded at a frequency of 22.5% over the 2019-2024 period, as displayed in Figure 9 below.

Predominant easternly wind patterns during peak bushfire season is expected to drive a potential fire-front within the hazardous vegetation in a westerly direction. As such, smoke and ember attack would likely be directed away from the proposed footprint.

The lack of predominant westerly winds in the region during the summer months would be expected to reduce the potential for increased temperatures and decreasing humidity significantly thus avoiding substantial alterations in FDI and as such, reducing potential 'out of ordinary' fire weather conditions.

Figure 9 – Predominant wind direction (Bureau of Meteorology 2023)



5.3 MOBILITY & INGRESS / EGRESS CAPACITY

Access to the facility will be facilitated via Ripley Road in two directions, which has not been changed from that detailed in the approved BMP. The internal road network provides direct egress route along the northern boundary, strategically located as far as possible from identified hazard zones. All roads are constructed to safe access and egress for fire fighters and allow ample turning opportunity for large urban firefighting appliances in accordance with *QFD Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots (2019)*.

Thus, the amended site layout is in conformance with the access and egress capacity within the approved BMP prepared by Bushfire Risk Reducers (2023).

5.4 BUSHFIRE SEVERITY MODELLING

Vegetation type, fuel load and slope from the approved BMP by Bushfire Risk Reducers (2023) are congruent and applicable to the amended site layout, and as such have been utilised to model key fire parameters, which are detailed in Table D below.

Table D: Predictive fire severity modelling results		
Fuel Interface 5		
FDI – 60; PFL/SFL – 17.0/18; Slope – 6.º; Veg – Woodland; Flame Temp: 1,200K		
Parameter	Result	Reference
Fire Intensity	17,221 kW/m	Byram 1959
Rate of Spread	1.85 km/h	Macarthur 1973; Noble et al. 1980
Flame Length	14.2 m	Noble et al. 1980
Flame Width	100 m	AS3959:2018
Fuel Interface 6		
FDI – 60; PFL/SFL – 19.3/20.8; Slope – 14.º; Veg – Open Forest; Flame Temp: 1,200K		
Parameter	Result	Reference
Fire Intensity	39,237 kW/m	Byram 1959
Rate of Spread	3.65 km/h	Macarthur 1973; Noble et al. 1980
Flame Length	26.23 m	Noble et al. 1980
Flame Width	100 m	AS3959:2018

5.5 RADIANT HEAT EXPOSURE

Site specific fire modelling within the approved BMP by Bushfire Risk Reducers (2023) was conducted in accordance with Method 1 of AS3959:2018 and the Bushfire Resilient Communities technical reference guide (QFD, 2019). This is used to predict the radiant heat flux of a wildfire outbreak in the identified hazard area. Radiant heat flux is a value of the heat energy expressed from the fire front and is utilised to determine adequate asset setbacks and any associated construction considerations that may be required in order to adequately reduce the potential for assets to ignite under wildfire conditions. The Queensland standard of FDI 40 was utilised within the approved BMP in conjunction with Method 1 Modelling and will comparatively be used within this assessment.

The following table (Table E) provides the results of radiant heat flux modelling and associated minimum setback distances from the identified hazard areas. Results are provided visually on Figure 10.

Table E: Radiant Heat Flux Modelling (Method 1 – AS3959:2018)

Radiant Heat	Distance From Hazardous Vegetation	
	Fuel Interface 5	Fuel Interface 6
Flame Zone	0 – 9m	0 – 19m
40 kW/m ²	9 – 13m	19 – 25m
29 kW/m ²	13 – 19m	25 – 36m
19 kW/m ²	19 – 28m	36-49m
12.5 kW/m ²	28 – 100m	49 – 100m

The above table shows the results of current Radiant Heat Flux Modelling to be in conformance with the approved BMP prepared by Bushfire Risk Reducers (2023).

5.6 EMERGENCY RESPONSE

The nearest QFD station is the Ripley Fire & Rescue Station located approximately 4.7km from the subject site, at 338 Ripley Rd, Ripley QLD 4306. Travel time from the station in general traffic conditions is estimated at seven (7) minutes. In this time span, the modelled fire characteristics (refer Table E below) suggest that a full force fire front would progress at approximately 18m per minute in Fuel Interface 5 and 20.8m in Fuel Interface 6. With the estimated fire response time of 7 minutes, and assuming resource availability, there is a potential for the front to advance 145.6m before best case first response.

Whilst not optimal for supporting extended first attack suppression, the estimated rate of spread is based on a fully engaged wildfire, thus the estimate is considered very conservative. Actual rate of spread would be initially reduced, providing first response a greater opportunity for first attack suppression. As such and given the moderate proximity of emergency services combined with the medium vegetation hazard, it would be considered as a *tolerable* risk level.

6.0 RISK REGISTER – RISK FROM DEVELOPMENT ASPECTS

An assessment of the various variables associated with the bushfire hazard has been undertaken with respect those variables that may have an influence *from* the facility and associated operations. The following section provides a risk register and associated assessment of each identified hazard.

6.1 NATURE OF SITE ACTIVITIES

The proposed development comprises the development of residential dwellings within the existing subject site. It is assumed that an increase in population is likely to occur or is predicted to occur in the future due to this development, and although no specific activities are likely to be undertaken that would represent specific increased likelihood to bushfire occurrence, it is accepted that fire incidents can be proportionate to the population of any given area and may result in:

- Accidental ignition of fire within retained bushland; and
- Arson

Conversely, there is potential for reduction in bushfire occurrence associated with development of the subject site. The presence of larger population on the site will increase the detectability of potential ignition within areas of retained bushland, allowing for a more rapid emergency response to be enlisted. As such, the increased risk associated with bushfire is considered tolerable based on the adoption of appropriate management strategies.

6.2 HAZARDOUS CHEMICALS AND DANGEROUS GOODS

The proposed development will not store, use or handle dangerous goods in excess of the threshold quantities specified in Table 15.1 of schedule 15 of the Work Health and Safety Regulation.

7.0 HAZARD MITIGATION MEASURES

Various bushfire hazard mitigation measures were recommended with the approved BMP by Bushfire Risk Reducers (2023) which are applicable to the amended site layout. The following sections provide these measures and demonstrate an integrated approach for the proposed development.

7.1 BUSHFIRE MANAGEMENT ZONE

The approved BMP by Bushfire Risk Reducers (2023) establishes that a 'Managed Bushfire Buffer' is to be implemented to ensure that future dwellings do not require construction above BAL 29 under AS3959-2018. As such, this 'Managed Bushfire Buffer' is to be managed by the developer starting from the site boundary and comprising a width of 13m for Fuel Interface 5 and 25m for Fuel Interface 6 (refer to Figure 10). Steeper/battered sections within this area will be planted out with low combustibility vegetation comprised of *Patersonia sp.* (native iris) and *Lomandra sp.*, with any invasive species or regrowth removed so that the buffer remains in a low hazard state (akin to a modified grass community), while flat sections will be routinely slashed or mown. Where the buffer is located on adjoining lots, and the developer chooses to develop lots adjacent to the buffer, the developer will enter into a formal and binding agreement that they will manage the buffer in a low hazard state in perpetuity, or until the development of the land concerned occurs, at which point the agreement will self-extinguish. An alternative option is for the affected Lots to remain unsold and undeveloped until the neighbouring properties have been cleared/developed.

Application of the 'Managed Bushfire Buffer' to the amended site layout achieves the intended outcome of all lots being situated outside BAL29 zone, thus conformance with the original approved BMP is achieved.

7.2 MINIMUM CONSTRUCTION STANDARDS

The original site layout within the approved BMP by Bushfire Risk Reducers (2023) was designed to avoid construction to greater than BAL 29 under AS3959-2018. This outcome is achieved with the amended site layout with the implementation of the 'Managed Bushfire Buffer', demonstrating conformance with the outcomes of the approved BMP.

Additionally, the approved BMP states any Class 10a structures (such as sheds, garages, gazebos, fences) built within 6m of any dwelling located within reach BAL 12.5 will also need to be constructed in accordance with AS3959-2018.

7.3 ASSET PROTECTION ZONE AND LANDSCAPING

Asset protection zones are the most strategically valuable defence against radiant heat and flame, and to a lesser extent embers.

The approved BMP by Bushfire Risk Reducers details that the landscaping plan shall maintain an "Inner Protection Area" (IPA) for the entire unbuilt area of all Lots within the reach of BAL12.5, effectively free of available fuel. Specifications include:

- Plants retained in or introduced into the IPA should be selected based on low combustibility. Low combustion potential plant species have high moisture content, lack of volatile oils, large fleshy leaves and bark types that are held closely to the tree.

- Plant species are to be arranged so that minimum connection of branches and leaves is achieved in both the horizontal and vertical planes. Additionally, strategic location of non-hazardous landscape components (e.g. paths, turfed areas) between gardens and/or planted vegetation should be prioritised to break up fuel components and reduce potential fire rate of spread and fuel consistency.
- Individual clumps of shrubs planted or retained must not exceed 5m² in area and must be separated from other individual or clumps of shrubs by 5m.
- No plant or tree structures are to come into contact with structures.
- No trees are to be allowed to overhang structures in the exposed direction of the hazard areas.
- Use of non-flammable mulches is preferable particularly within 3m of structures with facades exposed to the hazard.
- Any turfed areas and naturally grassed areas are to be maintained at a nominal length of no greater than 100mm in height during bushfire weather season (September to February).
- Regular removal of fine fuels (e.g. sticks, leaves and other flammable fuels) from maintained areas during fire weather periods (September to February).

The amended site layout will adhere to these recommendations as per the original BMP, and thus is in conformance with the approved plan.

7.4 WATER SUPPLIES AND UTILITIES

Specifications regarding water supply for the development have not been altered since the approved BMP. Connection to reticulated supply, with hydrants installed in accordance with AS2419.1-2005 with volumes and pressure under the control of Council water utilities provider remains valid. Firefighting water supply and fire hydrants will be provided in accordance with the Queensland Fire Department (Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots, 2015).

Electricity supply to the site will be supplied underground.

Any reticulated or bottled gas shall be installed and maintained in accordance with AS1596 – 2002. Metal piping is to be used. Any fixed LPG tanks shall be kept clear of flammable materials and located on the non-hazard side of the building. Any gas cylinders which need to be kept close to a building shall have release valves directed away from the building. Polymer sheathed flexible gas supply lines to gas meters adjacent to buildings are not to be used.

With no material changes proposed under the amended layout the outcomes of the approved BMP remain valid.

8.0 SUMMARY AND RECOMMENDATIONS

This analysis has investigated and provided advice in relation to the potential bushfire hazard, the associated risk and potential opportunities for risk mitigation associated with a site layout alteration to the existing approval (2342/2024/PDA) and identified whether outcomes and recommendations suggested within the approved BMP prepared by Bushfire Risk Reducers (2023) are applicable to the new site configuration.

It was identified that hazardous vegetation communities, PFI calculations, and radiant heat flux modelling for the amended site layout are all congruent with those identified within the approved BMP. Subsequently, it was determined that recommendations suggested by Bushfire Risk Reducers (2023) remain applicable to the new site layout in mitigating adverse effects of the identified risks. These include:

- Future dwellings to be constructed in accordance with AS3959-2018 corresponding to BAL zones indicated in Figure 10. Additionally, any Class 10a structures (such as sheds, garages, gazebos, fences) built within 6m of any dwelling located within reach BAL 12.5 will also need to be constructed in accordance with AS3959-2018.
- A 'Managed Bushfire Buffer' managed by the developer spanning a width of 13m from the edge of vegetation from Fuel Interface 5 and 25m from Fuel Interface 6 to ensure future dwellings are located out of BAL 29 zones;
- Asset Protection Zones and landscaping specifications detailed in Section 7.3 of this report shall be maintained on a low hazard state by the developer;
- Firefighting water supply and fire hydrants will be provided in accordance with the Queensland Fire Department Guidelines; and
- Lot buyers shall be made aware of the existence of this report and their responsibilities outlined within it.

As such, in regard to management of the site-specific bushfire hazard we recommend that the outcomes identified within the previously approved BMP by Bushfire Risk Reducers (2023) remain applicable to the amended site layout.

Please do not hesitate to contact us should you have any queries regarding the content of this assessment.

Author:



Shan-Ying Barr

BSc(Env)

Graduate Environmental Consultant

Reviewer:



Steve Hayes

BSc(Env) Hons GradCertBfireProt ESA MEIANZ

Principal Bushfire Analyst

9.0 REFERENCES

Australian Building Codes Board (ABCB) 2022, National Construction Code Series, Building Code of Australia Class 2 to Class 9 Buildings, Volume 1, Australian Government and States and Territories of Australia, 2022.

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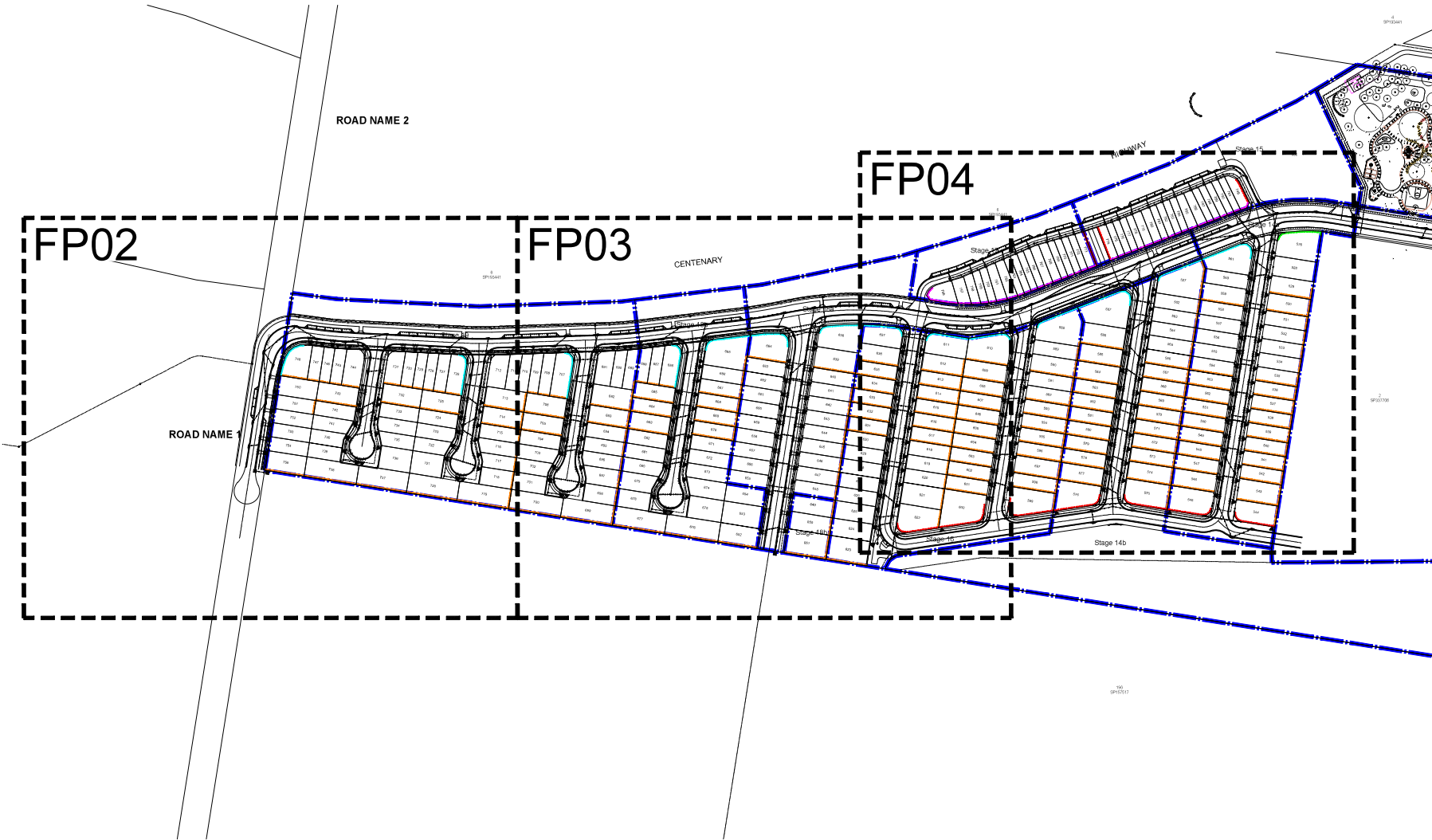
FENCING PLAN

LACE BARK

PROVIDENCE WEST

FENCING DOCUMENTATION

SHEET PLAN 1:1,500



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B	PRELIMINARY FOR REVIEW	18/09/24	CT	MB

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project name
LACE BARK

project location
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drawing title
FENCING MASTERPLAN

AS SHOWN

scale







ALU213 document no.	drawing no.	issue
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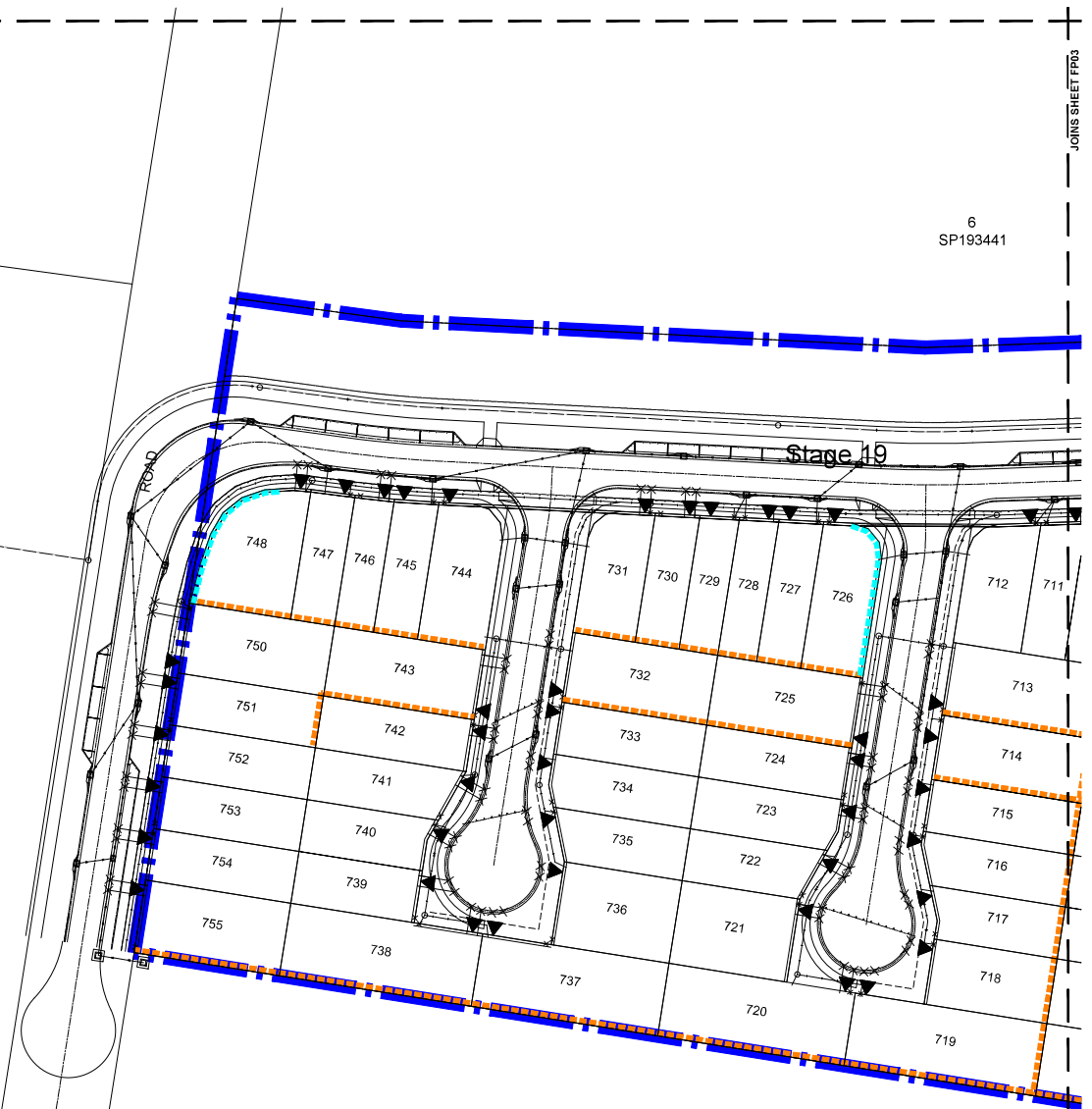
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Legend

-  EXTENT OF WORKS
Stage Boundaries
-  FENCE TYPE 1 -
1800mm high timber paling &
feature batten fence, Refer Detail
-  FENCE TYPE 2 -
1600mm timber paling fence with feature
batten and semi-transparent top, Refer Detail
-  FENCE TYPE 3 -
1800mm timber paling fence,
Refer Detail
-  FENCE TYPE 4 -
1200mm aluminium batten fence,
Refer Detail
-  WALL TYPE 1 -
Entry statement wall,
Refer Detail

6
SP193441



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project location
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FENCING PLAN



JOINS SHEET FP03

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Legend

EXTENT OF WORKS
Stage Boundaries

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- FENCE TYPE 2 - 1800mm timber paling fence with feature batten and semi-transparent top, Refer Detail
- FENCE TYPE 3 - 1800mm timber paling fence, Refer Detail
- FENCE TYPE 4 - 1200mm aluminum batten fence, Refer Detail
- WALL TYPE 1 - Entry statement wall, Refer Detail

The site plan shows a residential development divided into four stages: Stage 16, Stage 17, Stage 18a, and Stage 18b. Stage 18b is the largest and contains the majority of the lots, numbered 600 through 710. Stage 17 is located to the northeast, Stage 18a to the north, and Stage 16 to the south. The plan shows various fence types (1-4) and wall types (1) around the perimeter and between lots. A road labeled 'CENTENARY' runs along the top edge. The drawing is bounded by 'JOINS SHEET FP02' on the left and 'JOINS SHEET FP04' on the right.

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client STOCKLAND

project name LACE BARK

project location PROVIDENCE WEST

drawing title FENCING PLAN

0m 1 2 5 10m
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AL1213 document no. 015241 FP03

project no. 015241

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Where necessary for better readability, dimensions are rounded up.

JOINS SHEET FP02

JOINS SHEET FP04

JOINS SHEET FP02

JOINS SHEET FP04

HIGHWAY

Stage 15

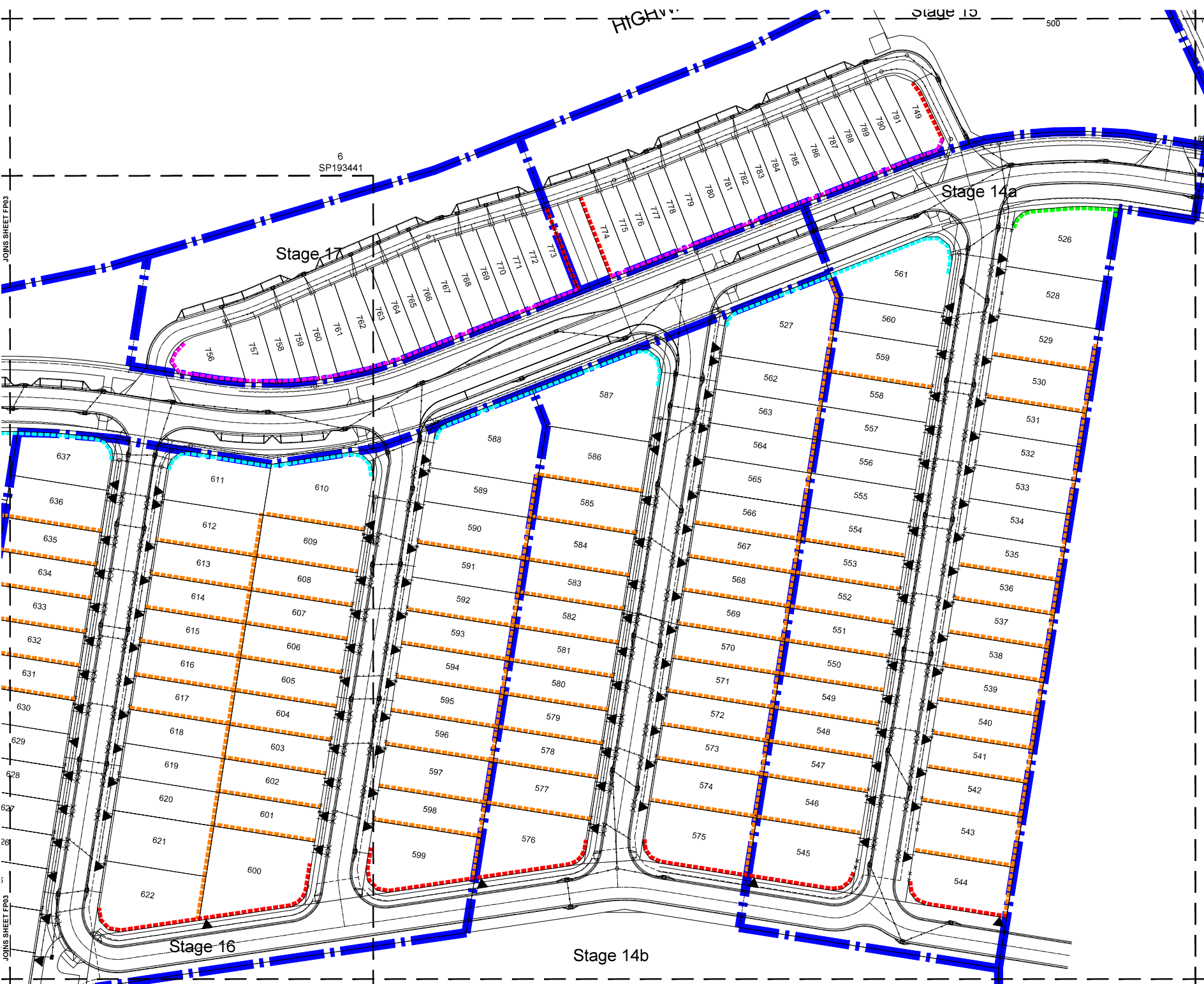
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Legend

- EXTENT OF WORKS
- Stage Boundaries
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- FENCE TYPE 2 - 1600mm timber paling fence with feature batten and semi-transparent top, Refer Detail
- FENCE TYPE 3 - 1800mm timber paling fence, Refer Detail
- FENCE TYPE 4 - 1200mm aluminium batten fence, Refer Detail
- WALL TYPE 1 - Entry statement wall, Refer Detail



JOINS SHEET EP03

JOINS SHEET EP03

6
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Stage 17

Stage 14a

Stage 16

Stage 14b

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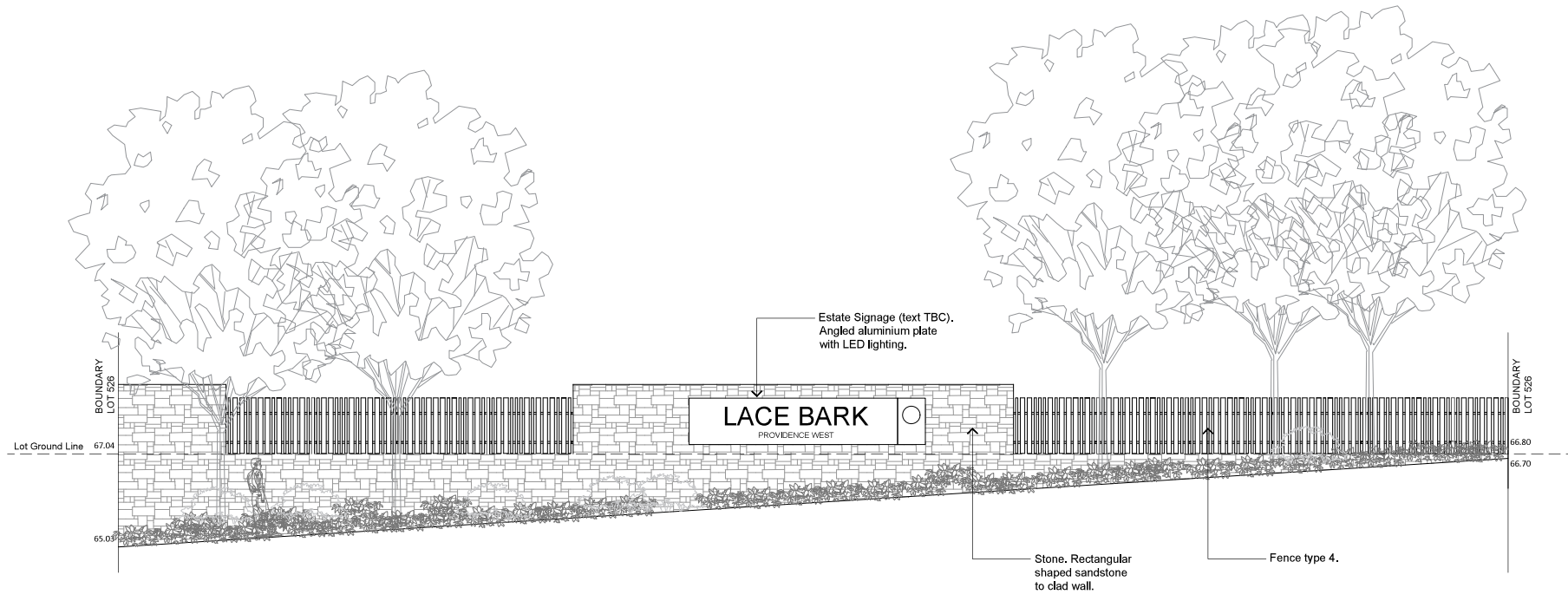
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01 ENTRY STATEMENT WALL
SCALE 1:50

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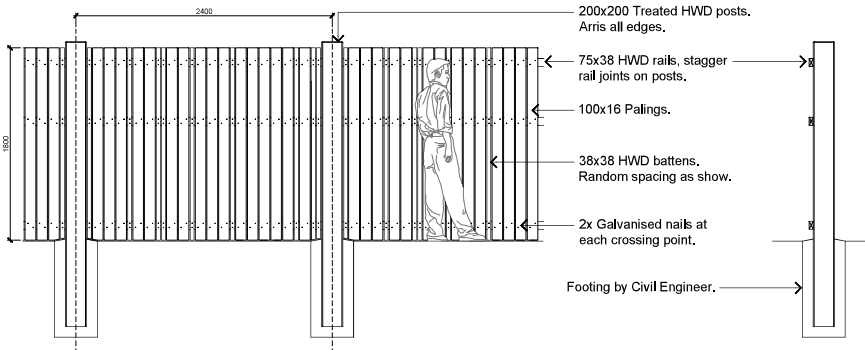
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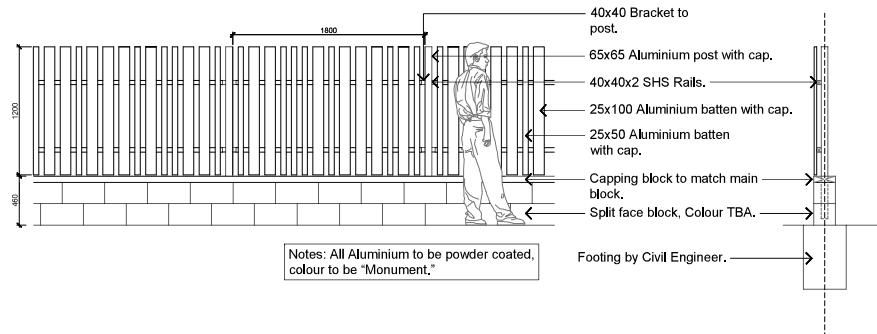
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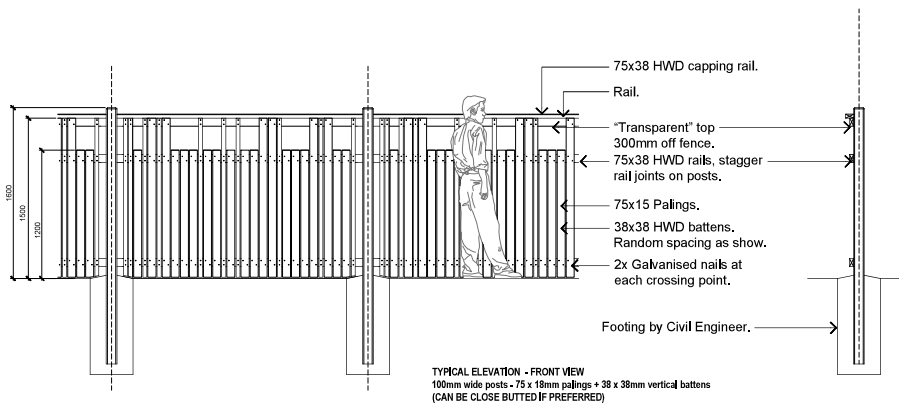
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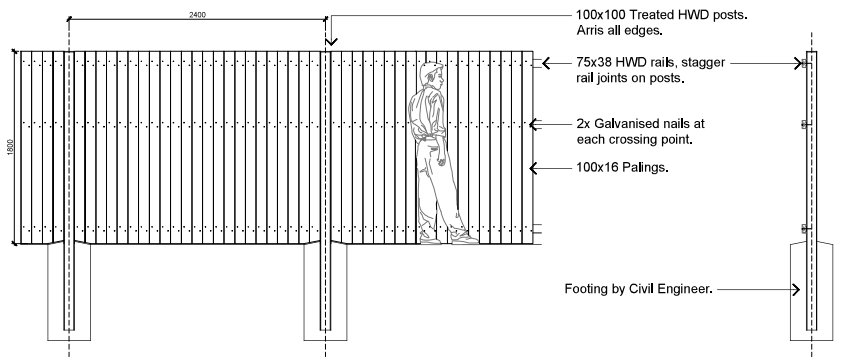
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SCALE 1:25



04 Fence Type 4
SCALE 1:25



02 Fence Type 2
SCALE 1:25



03 Fence Type 3
SCALE 1:25

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Annexure C – Proposed Plan

PRELIMINARY



Area of New Road

1.2482 ha

Total Area of Lot 5001

10.482 ha

See Sheet 4 for Reference Mark and Permanent Mark Tabulations.

Original information compiled from SP350320 in the Department of Resources.

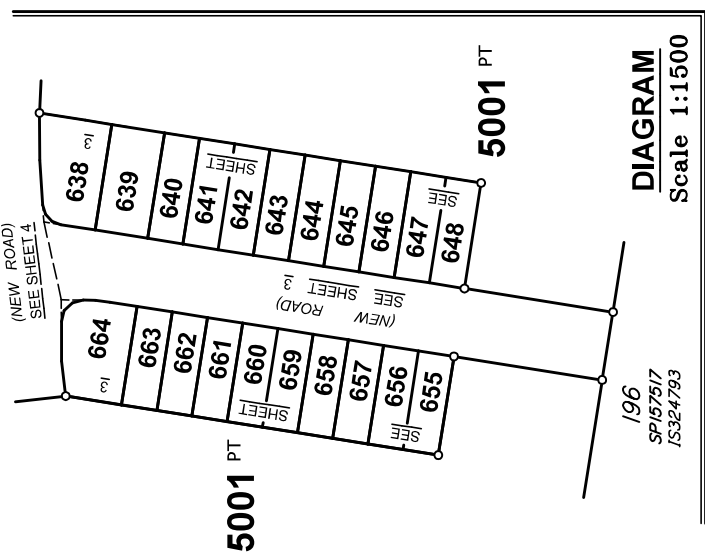
Peg placed at all new corners, unless otherwise stated.

Reinstatement Report

The reinstatement of the subject boundaries directly follows the precedent established by IS324793. Subject dimensions agree with previous surveys within established survey accuracies.

Underlying Survey Plan IS324793 has adequately connected the base parcel for this stage to datum (GDA2020) via both GNSS observations and connection to datum PSM's surrounding the site. Independent connection to datum of this plan is not required in accordance with Section 3.28.1 of the Cadastral Surveying Requirements.

SURVEY PLAN



Wolter Consulting Group hereby certify that this plan has been prepared as a preliminary copy of the proposed subdivision from supplied design drawings. Final areas and dimensions are subject to Council approval, field survey and registration with the Department of Resources.

Cadastral Surveyor

08-10-2024

Date

0 50mm 100mm 150mm State copyright reserved.

Plan of Lots 638-648, 655-664 & 5001

Scale: 1:2500

Format: STANDARD

Cancelling Lot Lot 5000 on SP350320

LOCAL GOVERNMENT: IPSWICH CITY

LOCALITY: SOUTH RIPLEY

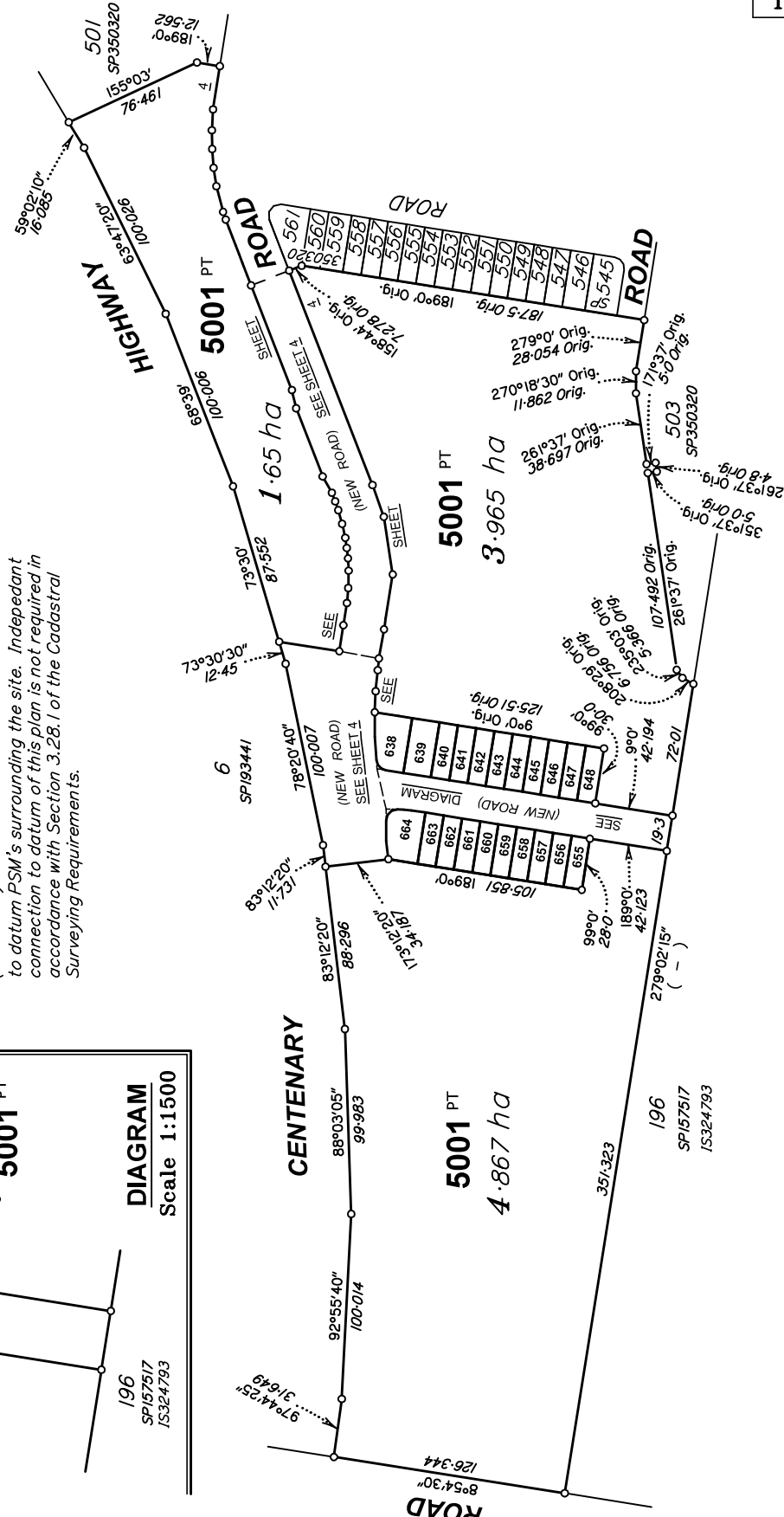
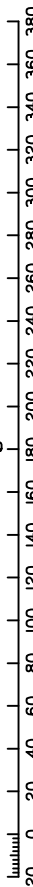
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Survey Records: No



SP350329

Scale 1:2500 - Lengths are in metres.



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

(Dealing No.)

4. Lodged by

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
	Lot 5000 on SP350320	638-648, 655-664 & 5001	New Rd	

PRELIMINARY

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

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

7. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
.....New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

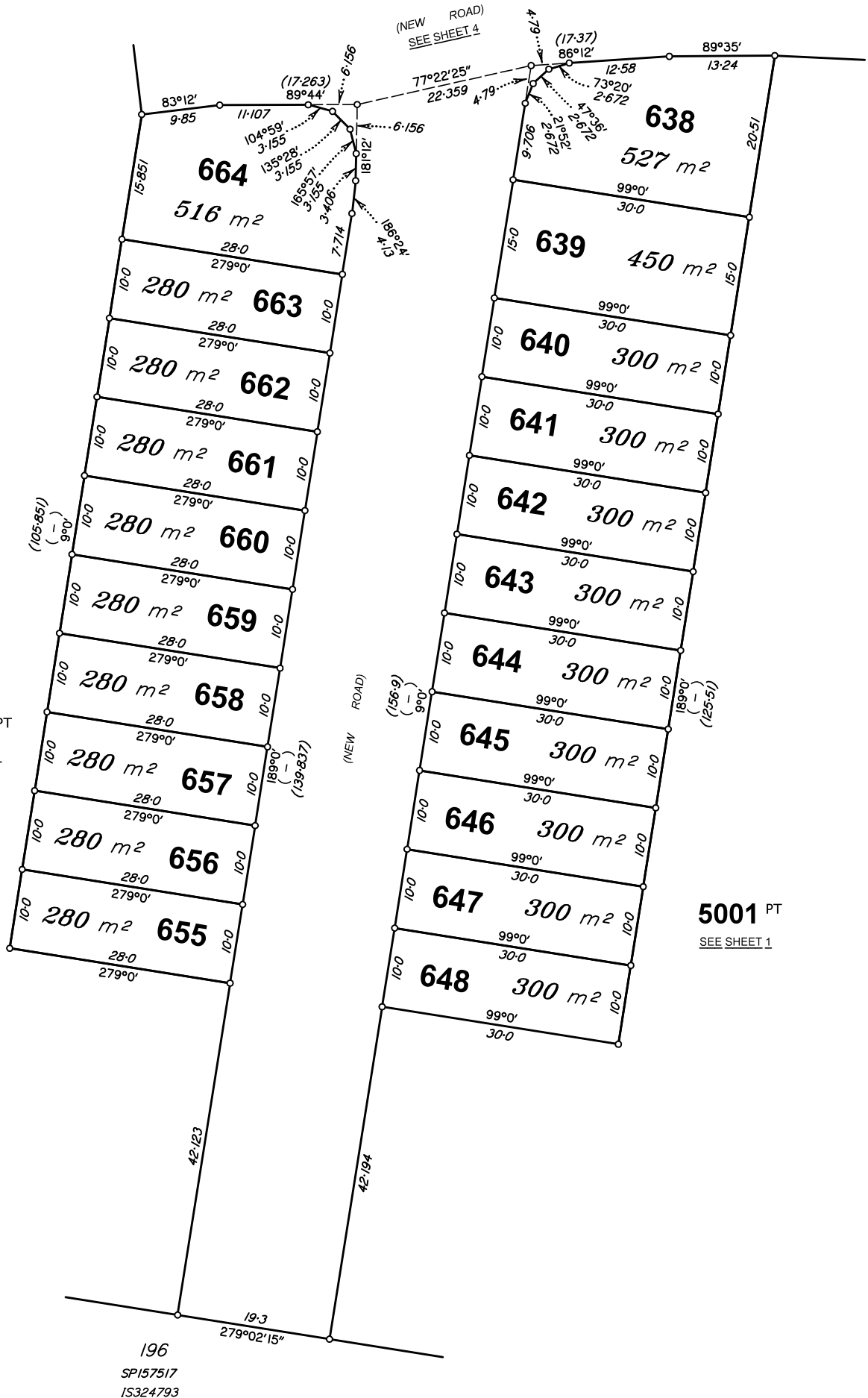
638-648, 655-664 & 5001	Por I95
Lots	Orig

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : 23-0573S/I8A

5. Passed & Endorsed :
By :
Date :
Signed :
Designation :

8. Insert Plan Number **SP350329**



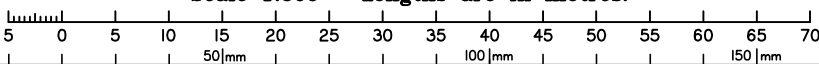
5001 PT
SEE SHEET 1

5001 PT
SEE SHEET 1

PRELIMINARY

State copyright reserved.

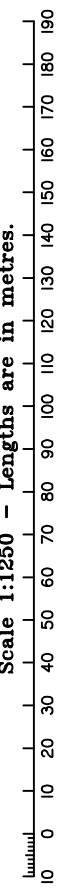
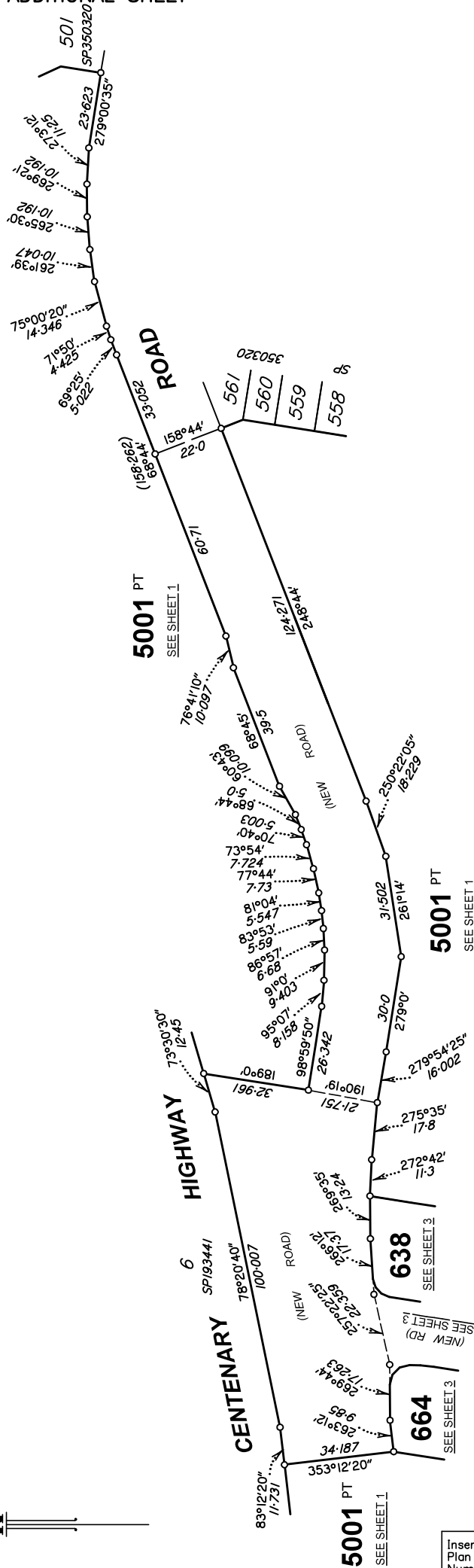
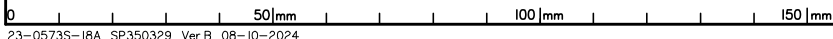
Scale 1:500 - Lengths are in metres.



Insert Plan Number **SP350329**

PERMANENT MARKS			
PM	ORIGIN	BEARING	DIST

REFERENCE MARKS			
STN	TO	ORIGIN	BEARING



Scale 1:1250 - Lengths are in metres.

State copyright reserved.

Insert Plan Number **SP350329**

Annexure D – Design Essentials

PROVIDENCE LACEBARK





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The community vision

The vision for Stockland Providence

Providence is a masterplanned community located in the heart of the Ripley Valley in South East Queensland. Surrounded by nature, Providence enjoys a position that boasts plenty of space to grow while still being close to it all. Nearby hubs Ipswich City and Springfield are only 15km* away and the bright lights of Brisbane just a 43km* drive.

With a range of amenities already accessible, including two established schools, you'll discover that Providence is a warm-spirited, fast-growing, welcoming place with a strong sense of community. Providence also provides a wide range of market-leading housing choices in a variety of community settings.

The Design Essentials outlined in this document allow the implementation of key design principles to deliver a strong sense of place and community.

Providence provides an incomparable range of lifestyle choices, providing an outstanding place set in the signature landscape with memorable landmarks where people will love to live. A place that people will be proud to call home.

*Approximately



Introduction

Stockland's commitment and objectives

Stockland's commitment to you is to encourage quality urban design and development, to deliver a better way to live. Stockland's objective is to create a quality living environment that is centred around a strong sense of community and provides a variety of homes to suit a range of lifestyles.

It is important that the design of your home is in keeping with the Design Essentials outlined in this document. They have been created to:

- Encourage visually appealing and cohesive streetscapes that protect your investment
- Promote environmentally responsive development
- Help you get the best out of your homesite
- Outline the process to get your home approved
- Assure you that everyone will contribute to achieving a strong neighbourhood character and standard of housing
- Promote a contemporary approach to design that responds to the local climate and context, and 'The Community Vision'.



Design approval

Submission requirements

In order to build, you must apply to and have an application package approved by Stockland's Design Services Team. Design Approval by Stockland does not constitute development or building approval or compliance with building regulations. Upon obtaining Design Approval from Stockland, a building approval must be obtained from the local council or a private Building Certifier before construction can commence.

The process

Stockland's Design Services Team will endeavour to assess proposals in the shortest possible time, generally within 10 business days of receiving all required information for the application. Approved plans will be stamped approved, copied and returned to the applicant via the Stockland Builder Portal. The progress of the home and landscape construction will be monitored by Stockland to ensure that it conforms with the approved design.

All requests for comment from Stockland's Design Services Team, or any other queries, should be directed to design@stockland.com.au.



Review

Review Design Essentials and Contract of Sale (including the POD).

Check

Check for Special Requirements unique to your community.

Design application

Submit 'House Design Application' to Stockland for endorsement through our website builderportal.stockland.com.au

Building permit application

Submit Building Permit Application including Stockland's Design Approval to an accredited Building Surveyor to obtain a building permit and proceed to construction. Town Planning approval from council may also be required.

A photograph of a family of three in a bright, modern living room. A woman with her hair in a bun, wearing a white t-shirt and denim overalls, holds a baby. A man in a grey jacket and dark pants stands next to her, holding a large sheet of paper. They are all smiling and looking at the paper. The room has light-colored walls, a wooden floor, and a fireplace in the background.

Design Essentials



1 Siting and servicing your home

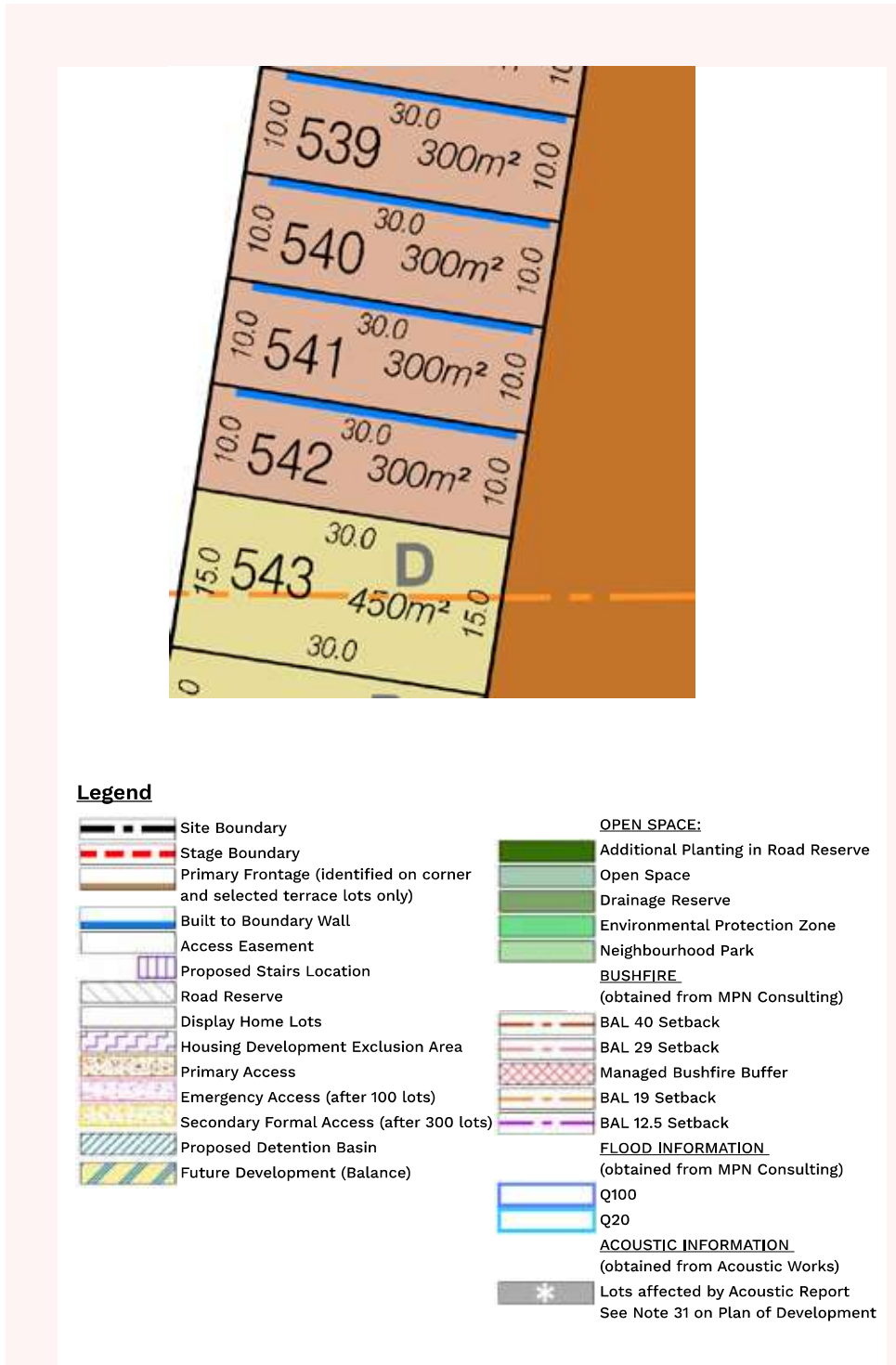
1.1 Minimum setbacks

The minimum boundary setbacks and zero lot boundaries must be as per the Plan of Development provided by Stockland within your land contract of sale.

Please note: all site plans must be approved by the relevant local government or council authority, this is not reviewed by Stockland.

1.2 Surrounding services

House construction and site works must not impact, damage or alter the surrounding levels of services installed within the council verge. If any works (such as filling or landscaping) result in the need for a service to be rectified by Stockland or utility provider, this rectification cost will be passed on to the property owner.



Example of POD for reference only



2 The style of your home

2.1 Home style

Homes are to be constructed to reflect contemporary Queensland architecture and to consider the climatic conditions of the area and the estate's unique location.

2.2 Duplexes

Duplex designs are applicable to specific lots as identified on the Plan of Development (POD).

2.3 Roof pitch

Roofing must be of a scale and form representative of contemporary Queensland architecture. Hip and gable roofs must have a minimum pitch of 22.5 degrees. Skillion roof planes must be a minimum of 15 degrees.

2.4 Eaves

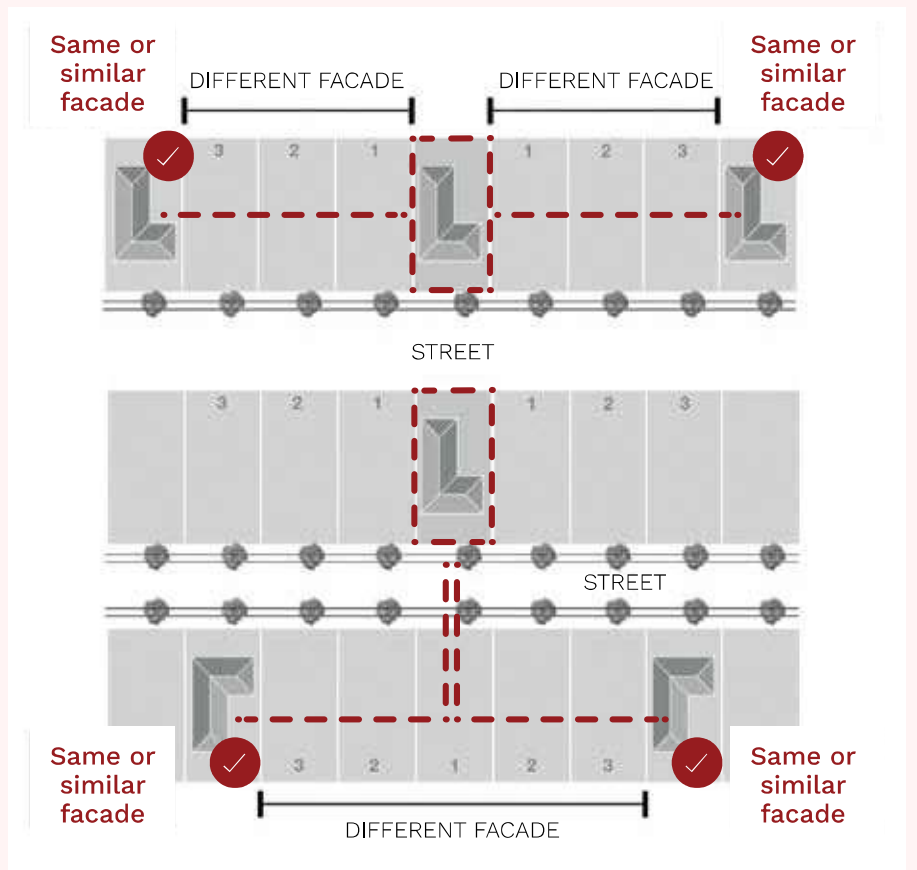
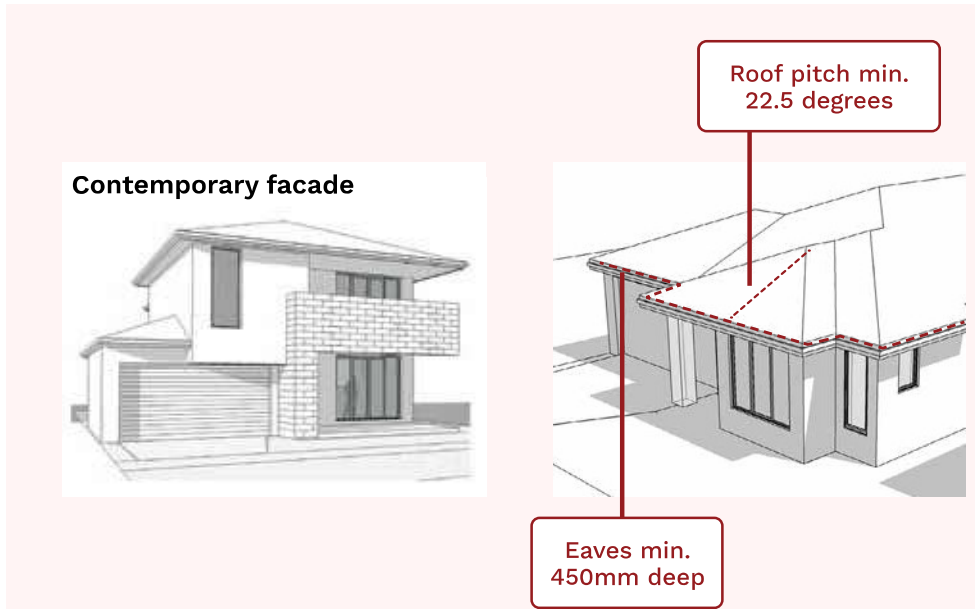
- All hipped and gable roofs must have eaves overhanging by a minimum 450mm (excluding fascia and gutter) visible from the street or public areas.
- Eaves are encouraged to assist with shading of windows, minimising heat gain during the day, and helping to moderate the internal temperature of the home.
- Where the design is contemporary and does not allow for eaves, the use of awnings and/or sunshade materials is strongly encouraged where there is a window to improve energy efficiency.

2.5 Ceiling Height

Single storey homes must have a minimum ceiling height of 2550mm.

2.6 House design separation

There is to be no repetition of the same front facade within three (3) houses either side of a home and the equivalent on the opposite side of the street across from a home.





3 How your home addresses the street

3.1 Front door facing the street

Your home must have a front door facing the street and must incorporate either a porch, portico or verandah that is:

- A minimum under roof area of 4m² and 1.5m depth; and
- Adequately covered, clearly defined and visible from the street.

3.2 Visibility

The facade area (excluding the garage door) facing a street or public area is to include sufficient glazing (minimum 10%) to allow for passive surveillance of the property.

3.3 Front facade articulation

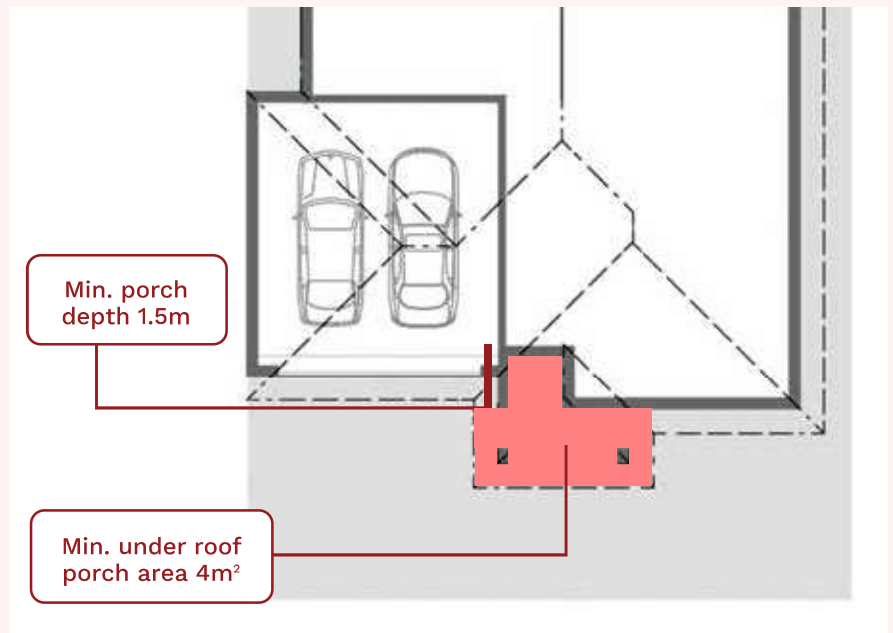
Walls may be up to 7.5m long before a change in setback and eave line of at least 450mm is required.

3.4 Secondary street facade

On the side wall that faces the secondary street (including facades visible from road reserves, easements, public walkways or parks) no straight section of the wall is to be longer than 8m.

A step of at least 450mm is to be incorporated to break up these sections and to provide interest to the facade along the secondary street.

Porch, portico or verandah size



Note: Articulation is required to both the upper and lower level if the proposed design is a double storey.



How your home addresses the street – continued

3.5 External materials

All external materials and colours are to be submitted to Stockland for approval and must reflect contemporary Queensland architecture.

- Two (2) contrasting materials or colours must be applied to the front and secondary street facade of the house.
- No one material or colour can be more than 80% of the facade area (excluding windows, doors, roof gables and infills).
- Face brickwork is only permitted to 50% of the front and secondary street facade of the home.
- Unfinished 'commons' and double height bricks are not permitted.

3.6 Roof colours

As a positive energy efficiency requirement, a 'cool roof' policy has been implemented at Providence. This policy requires roof colours to meet the criteria of a solar absorbency rating of less than 0.5.

Roof materials must be either:

- corrugated pre-finished coloured metal sheets (e.g. Colorbond); or
- flat profile concrete roof tiles.

Roof materials must not be: unfinished, reflective, galvanised, zinc, fibre cement or tray deck sheeting. Please refer to the Approved Roof Colour Palette on page 24.

Note: Alternative shades that have not been specified on the approved colour palette that meet the solar absorbency rating of less than 0.5 will be assessed on design merit.

- ✓ Front street elevation materials and colours continue for all facades visible to the street
- ✓ No one material or colour can be more than 80%





How your home addresses the street – continued

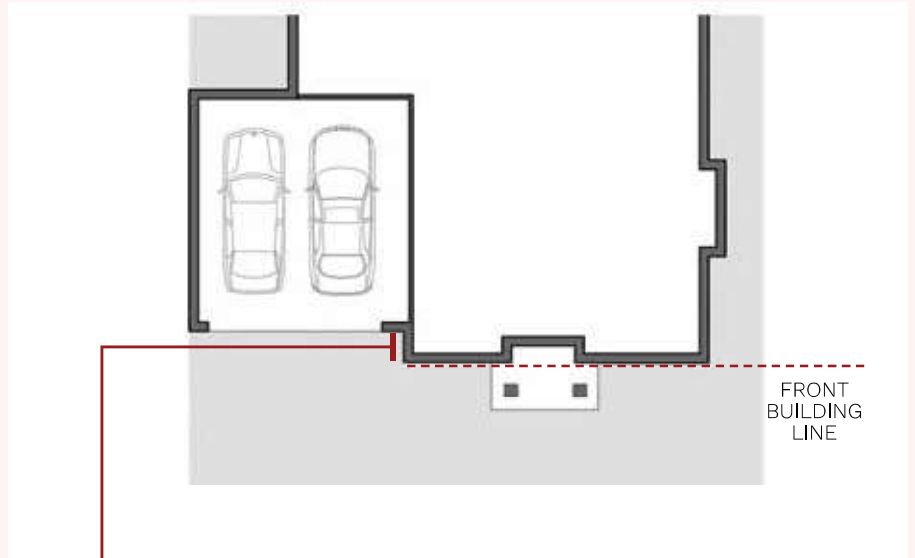
3.7 Garages

- Freestanding or attached carports and garages must include a roof design and design features that are consistent with the form and materials of the home.
- All garages are required to be recessed a minimum of 800mm from the front building line[^] of the home.
- If the design is double storey, garages must be recessed 1m from the upper level building line[^] or balcony.
- Where a triple garage is to be constructed, the third garage must be set back a minimum of 500mm from the other garage doors.

3.8 Double garages on villa lot

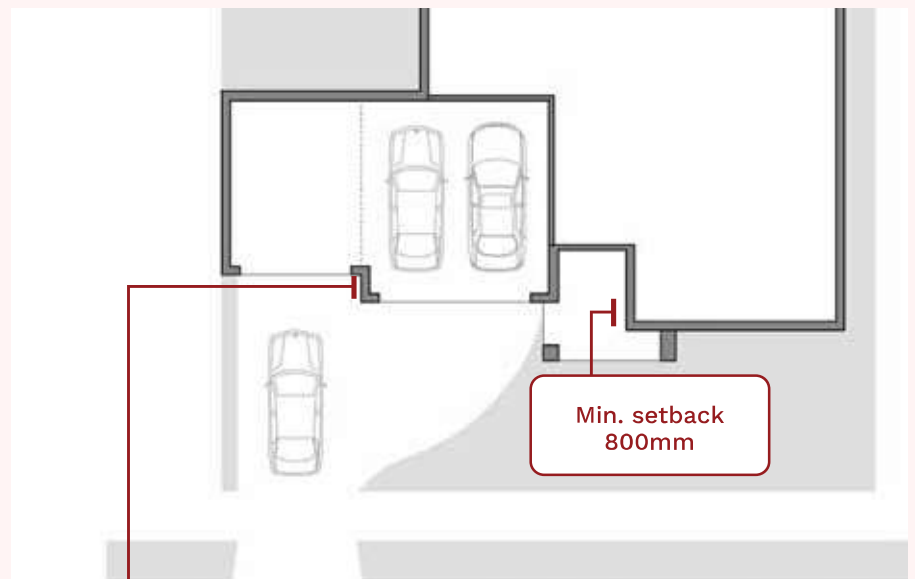
If the proposed design has a double garage on a Villa Lot, please refer to the Plan of Development (POD) for additional requirements. Please discuss further garage and parking requirements with your builder and certifier to ensure this meets all requirements set out in the POD.

Double garages



Min. setback
800mm

Triple garages



Min. setback
800mm

Min. setback
500mm

[^]The front building line of the home is defined as a solid wall on the front facade of the home. A pier, nib wall, portico or open structure will not be permitted as a solid wall of the home.



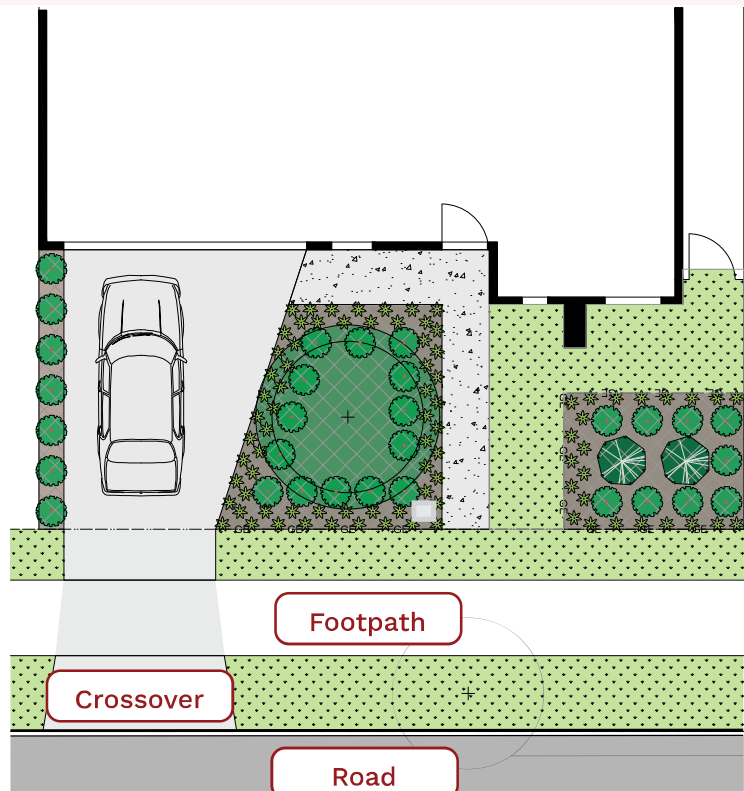
4 Front garden landscape

4.1 Extent of landscaping

Landscaping is a fundamental element in creating quality streetscapes and assists with providing a cohesive link between the home and the street.

- A minimum of five (5) plants within the front of the property;
- One (1) native feature tree that is a minimum 100L Pot Size at time of planting. Examples of native species can be found on page 20 of the Design Essentials.
- Hardscape such as decorative pavers/stones or pebbles are encouraged but should not exceed 20% of the front yard.
- Turf is to be applied to the remainder of the front yard between the front building line and kerb line, except where an alternative landscape treatment is provided. Synthetic/artificial turf is not permitted.
- All garden beds must be edged and mulched. Edging with raw materials (e.g. timber) is not permitted.
- Landscaping must be within the lot boundary only. Planting or altering the nature strip is not permitted, and will need to be rectified at the owner's cost.
- Letterboxes must complement the home. Letterboxes on poles are not permitted.

Example proposed landscape plan. Garden beds planted adjacent to front building line, front boundary, fence lines and driveway. Planting is not permitted to the council verge.



Legend

	Lot Boundary		Street Tree
	Property Boundary		Feature Tree
	Garden Edging		Feature Shrub
	(Optional) Pavement		Small Shrub
	Driveway		Groundcover
	Planting & Mulch		Letter box
	Turf		



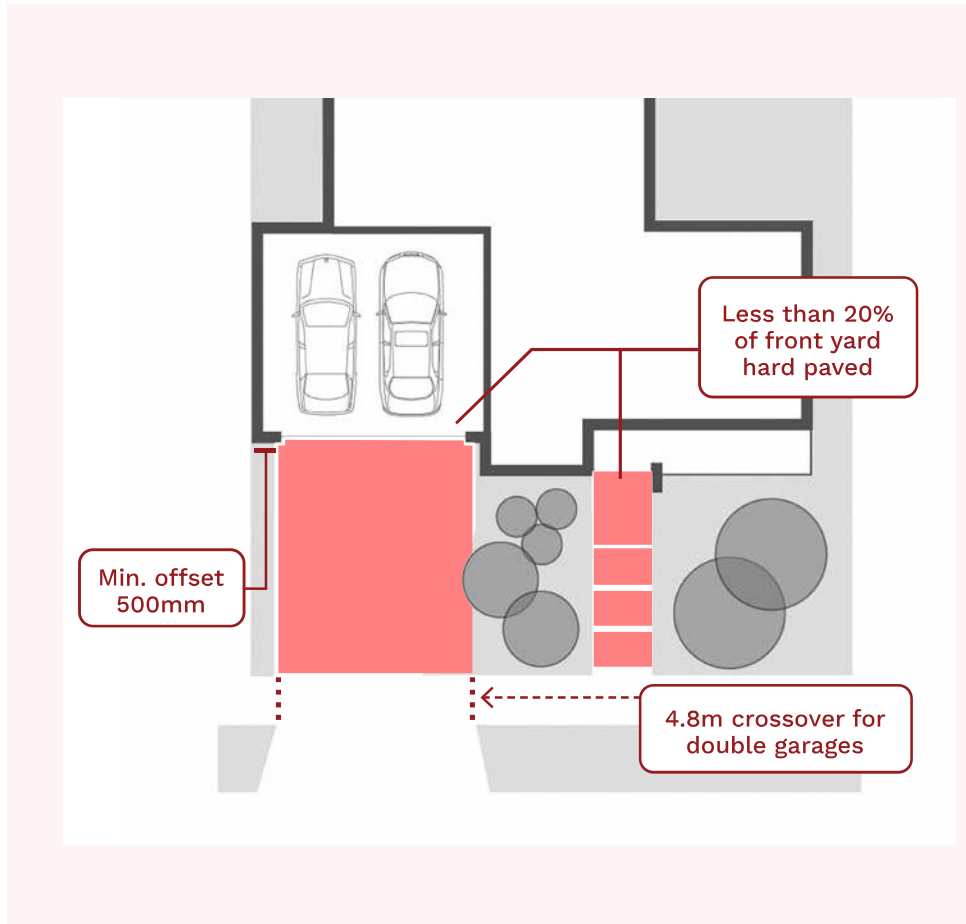
Front garden landscape – continued

4.2 Landscaping bond (if applicable)

All landscaping to the front of the property is to be completed within 3 months of handover from the builder. Once all landscaping and fencing works have been completed the customer may apply for their landscaping bond to be returned as outlined in their land contract. The application form is attached to the back of the Design Essentials.

4.3 Driveways

- Driveways are to be offset at least 500mm from the nearest side boundary. A landscape buffer strip is to be provided between the driveway and the side boundary.
- Driveways must not be constructed from plain concrete.
- Crossover is limited to a maximum width of 40% of the road frontage or 4.8m, whichever is the lesser.
- Driveway and crossover are to be completed prior to occupation.
- Parking areas and hardstand materials are to be designed so that they integrate with the landscape concept for the front yard and overall design of the home.
- For villa lot crossover requirements, please refer to the POD.



Approved driveway applications



Coloured concrete



Exposed aggregate concrete



5 Fencing and boundaries

5.1 Front fencing

All front fencing is required to be displayed on the landscaping and fencing plans submitted to Stockland for design approval prior to construction.



Solid fencing is permitted up to 1.2m in height and must apply a minimum of 50% transparency (sections or whole fence).


The front fence must return a minimum of 1m behind the front building line^ to meet the side fence return.


All timber fencing must be painted in a colour that complements your home (stain is not permitted).

Masonry is to be rendered and painted with contrasting feature elements.

Front fencing must not include any unfinished materials.

-  **Front fence 50% transparent.**
-  **Front fencing complements style and colour scheme of home**

-  **Front fence 50% transparent and complements style of home**

-  **Front fence not transparent and does not complement the style and colour scheme of the home**



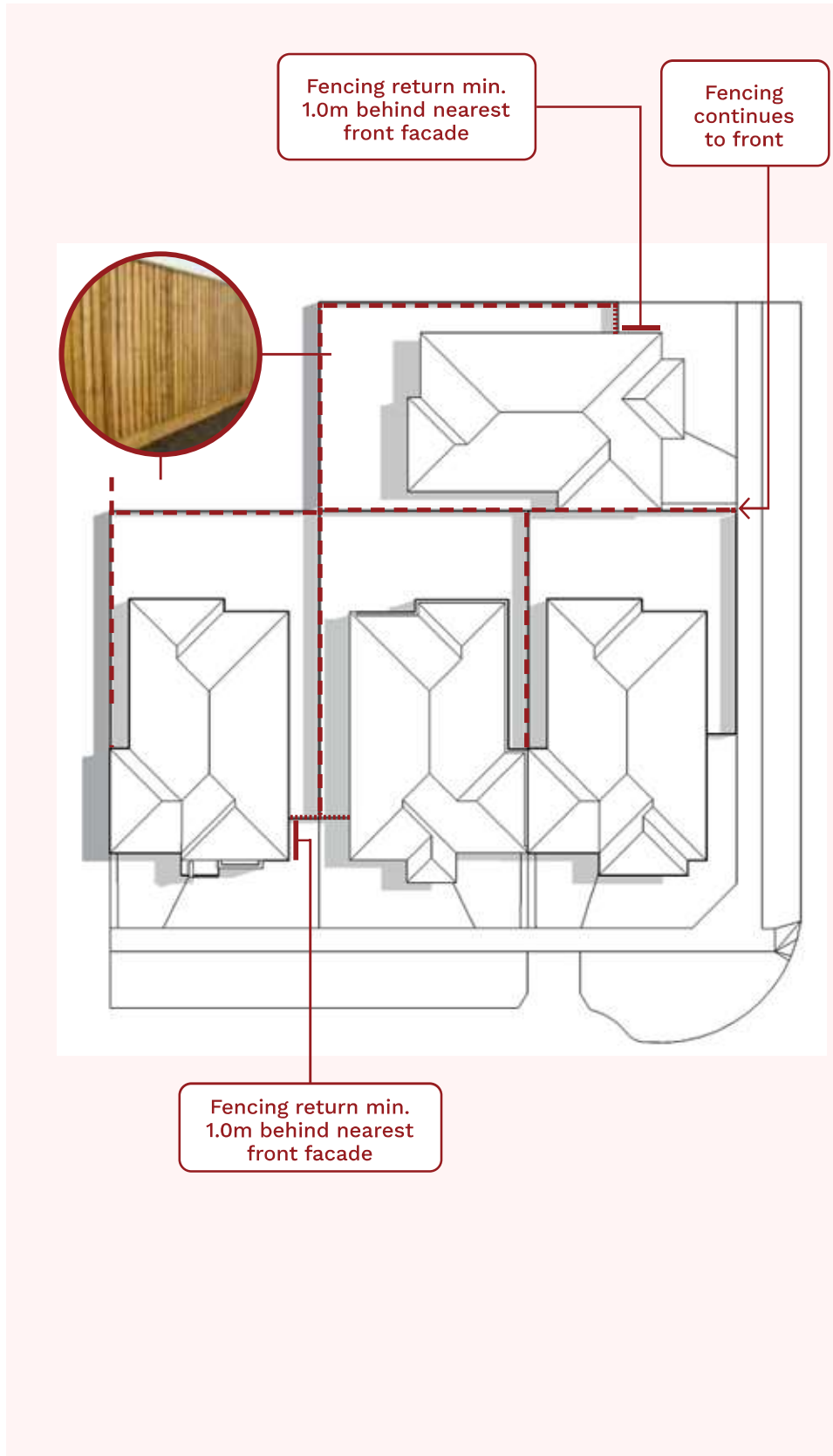
Fencing and boundaries – continued

5.2 Mandatory side and rear fencing

Fencing constructed along the side and/or rear boundaries must be:

- A maximum of 1.8m in height.
- Where no front fence is constructed the side fence must return to the house a minimum of 1m behind the front facade.
- Colorbond fencing will be accepted to side and rear boundaries only and must not be visible from the street. Colorbond fencing in the colour 'Monument' must be installed a minimum of 1m behind the front build line and clearly noted on your landscaping plan when submitted for design approval.
- Where timber material is used, any section visible from the street is to have a painted finish.
- Where the side boundary forms the rear boundary of an adjoining lot, the side fence may continue to the front of the lot.
- Timber fencing is only permitted forward of the build line if installed directly in front of a 500mm retaining wall. The fence must not exceed 1200mm in height and be painted in a complementary colour to the dwelling. Proposed fencing and colour must be clearly marked on your landscaping plan.

Please discuss proposed fencing with your adjoining neighbours prior to construction and refer to the relevant Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 legislation and guidelines in your state and local government area.





Fencing and boundaries – continued

5.3 Retaining walls

- Retaining walls visible from the street or public space must be constructed from stone or masonry.
- Any proposed retaining wall over 1m in height must comply with council regulations.

Please discuss proposed retaining walls with your adjoining neighbours prior to construction to ensure that the height of each retaining wall is appropriate to suit the finished ground levels on each adjacent block.

5.4 Corner fencing by Stockland

To create a neighbourhood streetscape, it is important for side fencing on corner lots to not only provide a dwelling with privacy but also to present well to a public street.

Stockland has committed to constructing developer fencing for all corner lots in Providence. Please refer to your contract of sale for more details.

Developer fencing will be painted in Colorbond Woodland Grey.



6 How to make additions to your home

6.1 General requirements

Any additions, fixtures, equipment, sheds, outbuildings or pergolas must be located to the rear of your home out of sight from your street or any public reserve.

This includes (but is not limited to) satellite dishes, external hot water services, solar hot water systems with roof-mounted tanks, water tanks, spa pumps, heating and cooling units, rubbish disposal containers, rainwater tanks, washing lines, and solar pool heating coils.

Solar panels for heating water or generating energy are exceptions to this requirement.

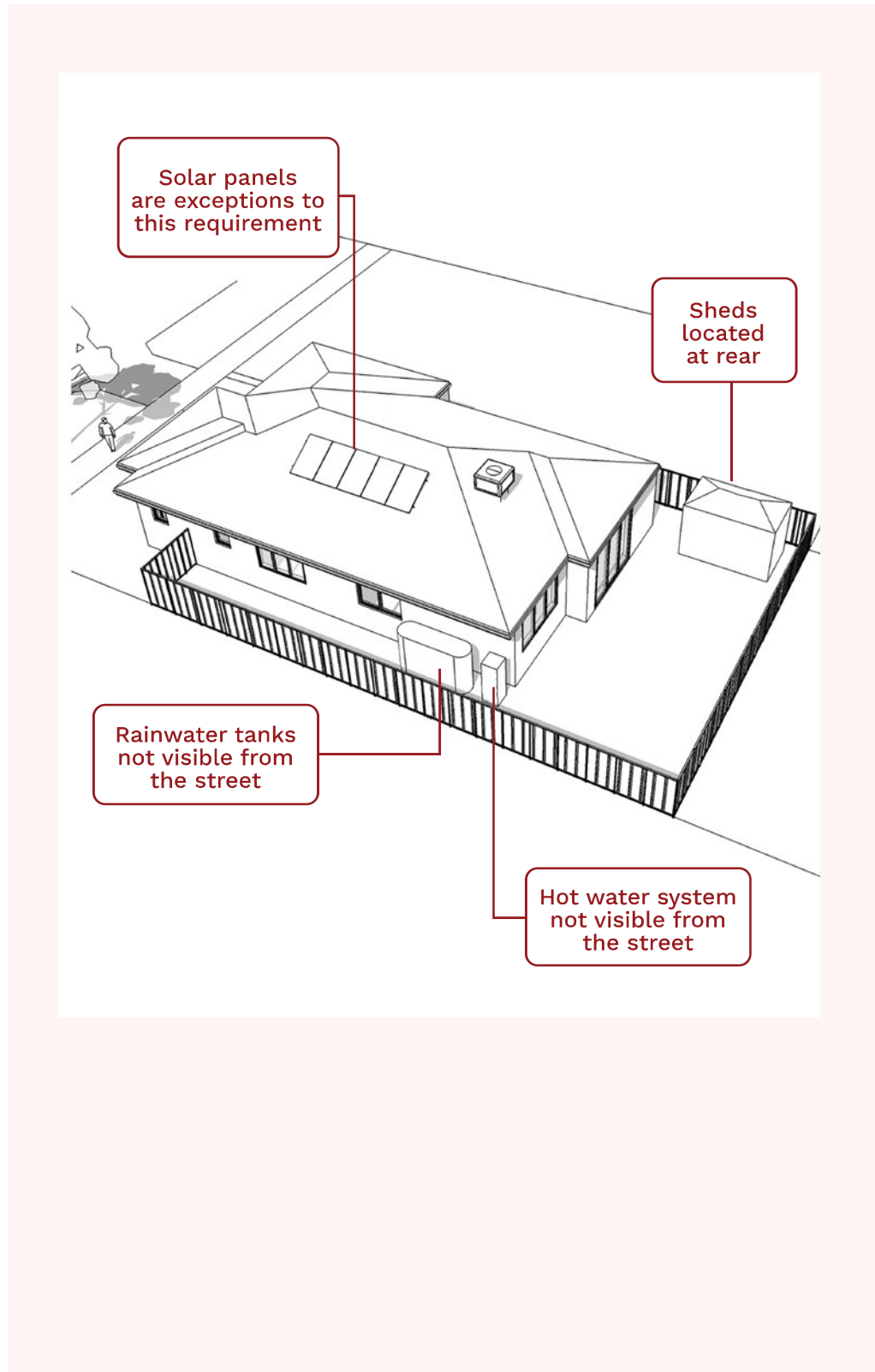
6.2 Bin storage

Rubbish bins must be screened and out of public view.

Bin location and storage area is to be noted on plans at time of submission. Dedicated bin storage is required behind the front building line of the home behind the side fence return and must be detailed on the plan.

6.3 Construction obligations

- Provide a skip bin or skip bag on site for the duration of the construction period.
- Site cleanliness is to be maintained.
- Where the developer has constructed a fence, entry statement or retaining wall, it is to be maintained by the owners to the standard to which it was constructed.





How to make additions to your home – continued

6.4 Presentation and maintenance of your property

An owner/builder must not permit, cause or authorise any damage to:

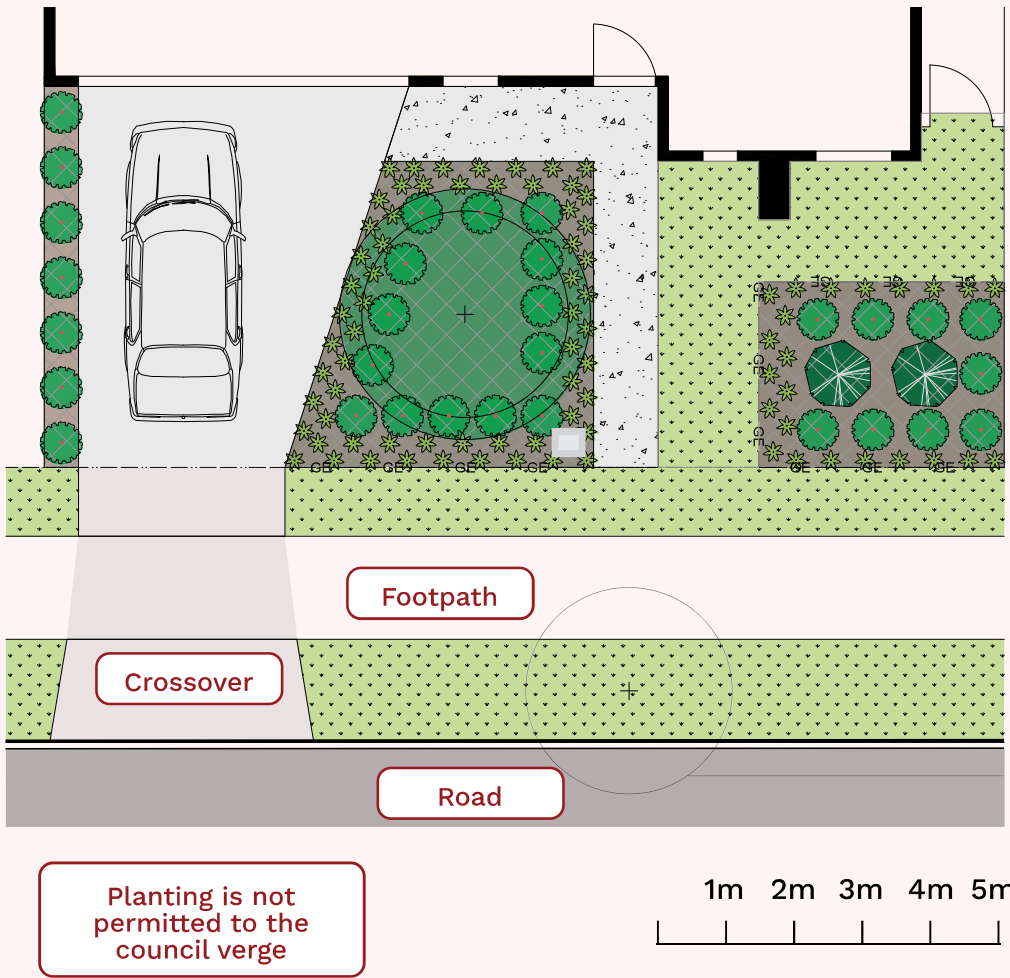
- Any adjoining lot and/or
- Any other part of the Providence community, including but not limited to footpaths, kerb and channel, roadways and/or landscaping.
- Where such damage occurs and Stockland is required to undertake repairs, the owner/builder of the lot will be responsible to pay the cost of these works.
- Your property must be kept in a clean and tidy state at all times.
- Silt fences and rubble driveways are in place and must be maintained during the total construction of your home.
- Where rubbish, soil and grass cuttings are washed or blown from your lot and Stockland determines it is necessary to remove this rubbish, you will be responsible to pay for the cost of the removal.
- The owner/builder must maintain an industrial waste bin or fully wrapped cage bin on site at all times.
- The bin is to be established on site as soon as construction has commenced. This waste bin must be regularly emptied and must be covered when full, so no material escapes the waste bin.
- The site must be cleared of rubbish or building material on a daily basis with this rubbish and building material placed into the waste bin each afternoon when building activity has finished for the day.
- No excavated material shall be placed on any adjoining lot or public area.
- When the home is constructed and completed, the owner is responsible for maintaining the front and secondary street frontages. All turf and garden areas are the owner's responsibility and are to be kept mowed and maintained.





7 Landscaping concept plans

Typical front landscape



Legend

- | | | | |
|--|-------------------|--|---------------|
| | Lot Boundary | | Street Tree |
| | Property Boundary | | Feature Tree |
| | Garden Edging | | Feature Shrub |
| | Pavement | | Small Shrub |
| | Driveway | | Groundcover |
| | Planting & Mulch | | Letter box |
| | Turf | | |



Landscaping concept plans – continued

Materials selection

Garden edging

- Grey Concrete Edging
- Charcoal Concrete Edging
- Treated Pine Timber Edging

Mulch

- Cypress Pine Woodchip
- Medium Hoop Pine Mulch
- Tea Tree Mulch

Plant selection

Australian Native Mix

Feature trees

- **Brachychiton acerifolius**
Illawarra Flame Tree
- **Waterhousea floribunda**
Weeping Lilly Pilly
- **Corymbia ficifolia**
Red Flowering Gum
- **Grevillea baileyana**
White Oak

Feature shrubs

- **Grevillea ‘Robyn Gordon’**
Grevillea
- **Grevillea ‘Orange Marmalade’**
Grevillea
- **Acacia fimbriata ‘Crimson Blush’**
Crimson Blush
- **Banksia spinulosa**
Golden Candle Sticks
- **Callistemon ‘Little John’**
Little John Bottlebrush
- **Melaleuca thymifolia**
Honey Thyme Myrtle

Groundcovers

- **Chrysocephalum apiculatum**
Yellow Buttons
- **Lomandra hystrix**
Green Mat Rush
- **Ficinia nodosa**
Club Rusha
- **Grevillea x ‘Cooroora Cascade’**
Cooroora Cascade Grevillea
- **Casuarina glauca ‘Cousin It’**
Cousin It



Landscaping concept plans – continued

Plant selection

Foliage Colour Mix

Feature trees

- **Cupaniopsis anacardioides**
Tuckeroo
- **Elaeocarpus eumundi**
Eumundi Quandong
- **Buckinghamia celsissima**
Ivory Curl Tree
- **Tristaniopsis laurina**
Luscious Tree

Feature shrubs

- **Callistemon 'Wilderness White'**
Bottlebrush 'Wilderness White'
- **Grevillea 'Fire Sprite'**
Grevillea
- **Dodonaea viscosa**
Broadleaf Hopbush
- **Westringia fruticosa**
Coastal Rosemary
- **Melaleuca 'Claret Tops'**
Claret Tops
- **Grevillea 'Golden Lyre'**
Grevillea Golden Lyre

Groundcovers

- **Liriope muscari**
Lily Turf
- **Trachelospermum jasminoides**
Star Jasmine
- **Tulbaghia violacea**
Society Garlic
- **Rosmarinus officinalis prostratus**
Prostrate Rosemary
- **Lomandra hystrix**
Green Mat Rush

Plant selection

Subtropical Mix

Feature trees

- **Brachychiton acerifolius**
Illawarra Flame Tree
- **Waterhousea floribunda**
Weeping Lilly Pilly
- **Atractocarpus fitzalanii**
Native Gardenia
- **Tristaniopsis laurina**
Luscious Tree

Feature shrubs

- **Doryanthes excelsa**
Spear Lily
- **Alpinia nutans**
Cardamom
- **Zamia furfuracea**
Cardboard Palm
- **Philodendron 'Xanadu'**
Xanadu
- **Carissa macrocarpa**
Desert Star
- **Pittosporum tobira 'Miss Muffet'**
Miss Muffet

Groundcovers

- **Liriope muscari**
Lily Turf
- **Dianella caerulea**
Blue-flax Lily
- **Myoporum ellipticum**
Coastal Boobialla
- **Hymenocallis littoralis**
Spider Lily
- **Scaevola aemula**
Fairy Fan-flower



8 Environmental sustainability

8.1 Energy efficiency and lighting

All dwellings are encouraged to be designed and built to achieve reductions in greenhouse gas emissions in line with the relevant government regulations.

It is encouraged that all internal light fittings such as downlights, pendants, wall mounts etc allow for compact fluorescents or LED.

External light fittings must not result in excessive light spill.

8.2 Passive design

Locate indoor and outdoor living spaces to the north of the dwelling to facilitate solar access in winter months.

Where possible, provide adequate shading such as retractable shading devices, trees, tinted glass etc to prevent significant summer solar heat gain.

Where possible, locate private open space on the north side of the allotment and avoid being located along a primary frontage.

If possible, zone dwelling layout to enable main living areas to be separately heated and cooled.

8.3 Water efficiency

All dwellings are encouraged to be connected to a rainwater tank for garden watering and car washing.

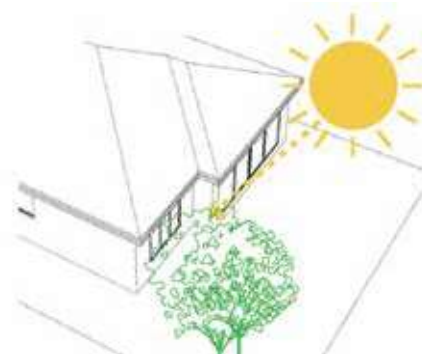
Where a purple pipe recycled water system is in operation you will be required to connect for other purposes such as toilet flushing and washing machine supply.

Reducing energy, waste and water needs and usage, increasing comfort and reducing running costs for homeowners.

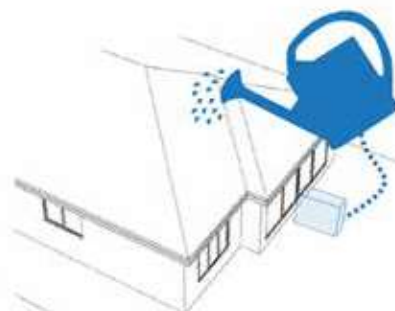
Led



North



Water





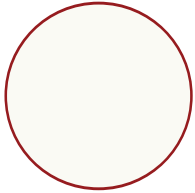
**Roof
material
and colour
palette**



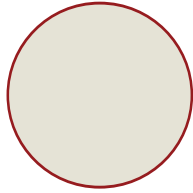


9 Approved roof colour palette

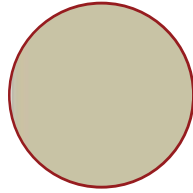
Colorbond Colours



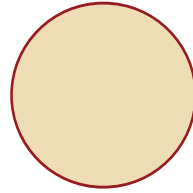
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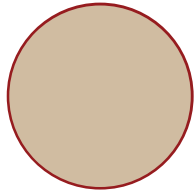
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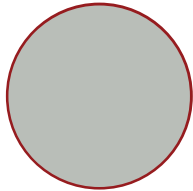
Evening Haze



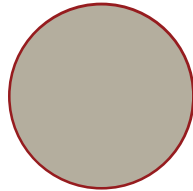
Classic Cream



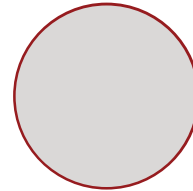
Paperbark



Shale Grey

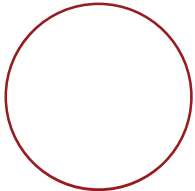


Dune



Southerly

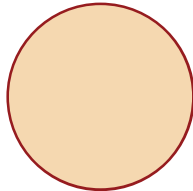
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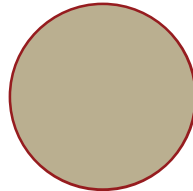
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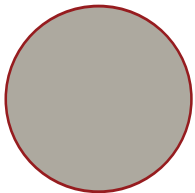
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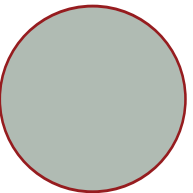
Smooth Cream



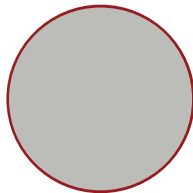
Merino



Birch



Gull Grey



Montauk

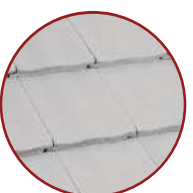
Atura Tiles



Salt Spray



Seashell



Mist Grey

Bristle Roofing Tiles



Alabaster

A photograph of a woman with blonde hair, smiling broadly, hugging a man from behind. The man has dark hair and is wearing a blue and white striped shirt. The woman is wearing a maroon top. She is holding a set of keys with a red ribbon and a white house-shaped keychain. The background is a bright, out-of-focus window.

**Design
approval
checklist**

Design approval checklist



The following information and plans need to be submitted with the Design Approval Form. All plans need to be in A3 format as a minimum. These would normally be prepared for you by your builder or architect. You can submit your application through the Stockland Builder Portal at builderportal.stockland.com.au

Site plans

1:200 or 1:100 scale

- Existing and proposed contours
- Proposed floor levels
- All setback dimensions to boundaries
- Fencing (including dimensions of fence return setbacks, stepped fencing, side street boundary fencing, etc.)

Floor plan

1:100 scale

- Internal layout
- Dwelling areas
- Dimensions (including setbacks, articulation, porch, etc.)
- Ancillary fixtures and equipment (e.g. rainwater tanks, hot water systems, etc.)
- Sheds, outbuildings, pergolas, etc.

All elevations

1:100 scale

- External materials and colours
- Proposed floor levels and building heights from natural ground level
- Eave dimensions
- Roof pitch
- Sheds, outbuildings, pergolas, etc.

Sections

1:100 or 1:50 scale

- Built form and natural ground level
- Site cut/fill
- Ceiling heights
- Retaining walls

External materials and colours schedule

- Wall cladding material and colour
- Roof material and colour
- Gutters, fascias, downpipes colour
- Window and door frames colour
- Decks, verandahs, etc.
- Fencing material and colour
- Driveway material and colour

Landscape plan

1:100 scale

- Plant list, including species and sizes
- Front fencing details material and colour
- Driveway material and colour
- Paving or hardscape material and colour
- Retaining walls



Landscaping bond refund

To claim your landscaping bond for Providence here's what you need to do

You may be eligible to claim a refund on your bond payment, once you have completed the driveway, fencing and all landscaping to the front of your home. To receive your landscaping bond payment, you must comply as outlined below.

Claiming \$1,000 on your landscaping

- Complete all front landscaping works within 3 months from the date of handover from your builder and in accordance with the requirements stated in the Design Essentials, Covenant Approved Plans and Land Contract of Sale.
- Complete and sign the attached application form.
- Email your completed form to design@stockland.com.au and attach a photo(s) of your completed driveway, fencing and front landscaping.
- Stockland will assess and/or inspect the completed works to determine if all requirements have been met. If approved, your landscaping bond will be processed and paid within 30 business days after the assessment and/or inspection has been conducted.

Checklist: standard allotments

- 5 x plants and 1 x native feature tree with minimum 100L at time of planting
- Hardscape does not exceed 40%
- Turf to the remainder of the front yard
- Planting adjacent to fence lines, driveways and front building line
- 500mm landscaping buffer between driveway and side boundary
- Edged and mulched garden beds
- Letterbox in similar style to home
- Driveway completed
- Fencing installed 1m behind front building line
- Landscaping within property boundary (not on council verge)

Landscaping Bond form (if applicable)



Why am I receiving this form?

Once your landscaping, fencing and driveway has been reviewed and approved by the Stockland Design Services team, you will receive an email which will direct you to DocuSign where you can provide your nominated bank details. Stockland values your safety and security, which is why we have chosen DocuSign as the secure method of providing financial information.

Please check the information you provide thoroughly before completing the document, as Stockland will assume these details are correct when processing the refund.

DocuSign will also prompt you to verify this request through a SMS verification code as an extra level of security.

***Important** – DocuSign will require a different email and mobile number from each customer (in the event that there are 2+ purchasers). Please ensure that different mobile numbers and emails are used per customer for signing and verification purposes.

Should you have any concerns with this process, please email design@stockland.com.au and we will be available to help you with your request

Customer/Lot Details:

Community:

Lot and Stage number:

Bond Amount (as per land contract/settlement statement):

If you're unsure of your lot, stage number or bond amount, please refer to your land contract or settlement statement for details.

Customer Name (Purchaser 1):

Email (Purchaser 1):*

Mobile Phone Number (Purchaser 1):*

Customer Name (Purchaser 2):

Email (Purchaser 2):*

Mobile Phone Number (Purchaser 2):*

Customer Name (Purchaser 3):

Email (Purchaser 3):*

Mobile Phone Number (Purchaser 3):*

I/we acknowledge that a Stockland representative will assess and/or inspect the property mentioned above. If all of the driveway, fencing and landscaping requirements have been met as per the Design Essentials, Covenant Approved Plans, and Land Contract of Sale, then the bond will be paid within 45 business days after the assessment and/or inspection has been completed. If the above conditions have not been satisfied, Stockland reserves the right to retain bond amount in full, until all items comply and have been approved.

I/we hereby acknowledge that the submitted images provided to Stockland are a true and accurate representation of the delivered landscaping/fencing/driveway works.

PROVIDENCE LACEBARK

Contact us today
design@stockland.com.au

All details, images, and statements are based on the intention of, and information available to, Stockland as at the date of publication (September 2024) and may change due to future circumstances. All images and photographs are conceptual and indicative only. An approval issued by Stockland under these Design Essentials is not an approval or certification from the local Council, from an accredited certification authority or under the requirements of any legislation. Any building plans submitted to Stockland are not checked by Stockland for compliance with structural, health or planning requirements, or for the suitability of the building for your intended use. Stockland reserves the right to approve designs and works which do not comply with these Design Essentials where considered to be of merit, and to vary, relax or waive any of the requirements in this document, at its absolute discretion. If Stockland exercises any of these rights, this will not set a precedent or imply that the same or similar approval will be repeated by Stockland in the future.

Annexure E – Re-sale Deed

Re-sale Deed made at _____ on _____ 20__

In favour of: The company referred to in Item 1 of Schedule 1
(**AW Bidco**)

By: The person(s) referred to in Item 2 of schedule 1
(**New Buyer**)

Recitals

- A. The New Buyer has agreed to purchase the Land.
- B. Under the Original Contract, the Original Buyer agreed not to sell, transfer or otherwise dispose of the Land without the New Buyer entering into this Deed.
- C. If the New Buyer is a company, the Guarantor guarantees the obligation of the New Buyer under this Deed.

This deed poll provides

1 Definitions

In this Deed:

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

AW Bidco's Representatives includes AW Bidco's employees, agents, solicitors and contractors.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Construction Commencement Date means the date in Item 6 of Schedule 1.

Construction Completion Date means the date in Item 7 of Schedule 1.

Continuing Obligations means each of the obligations under the Original Contract applicable to the New Buyer as set out in Schedule 2.

Deed means this deed poll and its annexures.

Design Essentials means the design essentials or guidelines (including any addendums) which relate to the Land attached to this Deed as Annexure A.

Development Activities means:

- (1) any works by the Seller (or intended to be carried out by the Seller) to develop the Estate which are considered by AW Bidco, acting reasonably and in accordance with all requirements of an Authority, necessary or desirable, including:
 - (a) any works to subdivide land forming part of the Estate;
 - (b) any demolition or construction works including works ancillary to or associated with those works;
 - (c) any works to install infrastructure including services in the Estate;

- (d) any landscaping works including works ancillary to or associated with the landscaping works;
 - (e) any other works to develop the Estate,; and
- (2) any works by buyers of land or other third parties within the Estate.

Estate means the larger residential community the Land forms part of.

Guarantor means each person named in Item 3 of Schedule 1.

Land means the land described in Item 4 of Schedule 1.

Landscaping means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

NBN Building Ready Specifications means the specifications governing the building requirements for connecting a dwelling house to the national broadband fibre optic network as may be provided by the Seller or as otherwise available at the website www.nbnco.com.au.

Network Infrastructure means the physical infrastructure which will support the national broadband fibre optic network.

New Buyer's Plans and Specifications means the New Buyer's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Land by the New Buyer.

Object means make or assert a Claim.

Original Contract means the contract between AW Bidco (as seller) and the Original Buyer (as buyer) for the Land.

Original Buyer means each person described in Item 5 of Schedule 1.

Retaining Structures means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage to be constructed by AW Bidco on or adjacent to the Land.

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (1) the placement and maintenance within the Estate (but not on the Land after settlement) of:
 - (a) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
 - (b) stalls or associated facilities for the use of salespersons;
- (2) any event or function held within the Estate (but not on the Land after settlement); and
- (3) the use of homes by either AW Bidco or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

Settlement means completion of the Original Contract.

2 Continuing Obligations

Without limiting the other obligations in this Deed, the New Buyer agrees to be bound by the Continuing Obligations and acknowledges that AW Bidco may:

- (1) exercise any rights in relation to the Design Essentials or the Continuing Obligations against the New Buyer; and
 - (2) take any action against the New Buyer in respect of a breach of the Design Essentials or the Continuing Obligations or clause 26 of the Original Contract,
- as if the New Buyer was the Original Buyer under the Original Contract.

3 Development of Estate

3.1 Development of Estate

The New Buyer acknowledges that:

- (1) the Land forms part of the Estate, which will be progressively developed in stages over time;
- (2) the Estate may not be completely developed by Settlement;
- (3) the timing for commencement and completion of each stage of the development of the Estate will be determined by AW Bidco acting reasonably;
- (4) parts of the Estate may be consolidated, subdivided or left as they are or sold by AW Bidco acting reasonably and may be used for any permissible purpose under the relevant planning legislation;
- (5) AW Bidco may review at any time the proposed development of the Estate including:
 - (a) the configuration, size, density, nature and use of the lots or proposed lots within the Estate; and
 - (b) the name of roads and parks within the Estate shown on any plan or document,and any document showing the proposed development of the Estate may be modified as a result of such review;
- (6) AW Bidco may alter proposals for the development of the Estate including by applying for parts of the Estate to be rezoned to allow those parts to be used for purposes not currently permissible and AW Bidco makes no warranty or representation that the Estate will be constructed in the form contemplated under any current development approval or under any existing development restrictions;
- (7) without limiting clauses 3.1(5) or 3.1(6), AW Bidco makes no warranty or representation as to:
 - (a) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces;or

- (b) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

3.2 Development Activities

As a result of the matters outlined in clause 3.1, the Land, the New Buyer and occupiers of the Land may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (1) noise, dust, vibration and disturbance to the occupiers of the Land within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (2) temporary obstruction or interference with any services to the Land;
- (3) access to the Land being temporarily diverted during the course of the Development Activities;
- (4) construction traffic adjacent to or passing by the Land;
- (5) construction waste being located near or in close proximity to the Land;
- (6) damage to driveways, landscaping or footpaths within the Estate;
- (7) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (8) other disruptions, disturbances or inconveniences associated with the Development Activities.

3.3 Roads

AW Bidco discloses that:

- (1) AW Bidco intends to dedicate roads within the Estate to the Council or other relevant Authority in stages;
- (2) roads within the Estate may be closed or gated and access restricted (but not to the Property) while AW Bidco undertakes the Development Activities;
- (3) use of the roads within the Estate will be shared with construction traffic while AW Bidco undertakes the Development Activities;
- (4) AW Bidco may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (5) the configuration of roads within the Estate has not been finalised and AW Bidco may vary the location of roads or the manner of managing traffic on them.

3.4 Address of the property

AW Bidco discloses that the address of the Property at completion may be different from the address of the Property shown on the front page of this Contract or any address shown in the Plan.

3.5 Selling and Leasing Activities

Until AW Bidco completes the sale of all proposed residential and other lots within the Estate, AW Bidco and persons authorised by AW Bidco are entitled to and will conduct Selling and Leasing Activities.

3.6 No objection by New Buyer

Subject to any rights of the New Buyer under any legislation which cannot be excluded the New Buyer must not:

- (6) Object because of anything in connection with any of the matters dealt with in this clause 3; or
- (7) make any Claim or seek to enforce any judgment or order against AW Bidco or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent Authority approvals or lawful requirements.

4 Deed of covenant from transferee

- (1) The New Buyer must not sell, transfer or otherwise dispose of its interest in the Land prior to completion of construction of a dwelling house on the Land in accordance with this Deed without first delivering to AW Bidco a deed of covenant on substantially the same terms as this Deed signed by the new buyer, transferee or disponee (**Incoming Buyer**) in favour of AW Bidco agreeing to be bound by the covenants and other obligations of the New Buyer under this Deed, as if the Incoming Buyer were named in this Deed.
- (2) Where the Incoming Buyer is a corporation (other than a corporation listed on the Australian Stock Exchange), the New Buyer must procure that all of the directors of the Incoming Buyer sign the deed of covenant as guarantors.

5 Indemnity

- (1) The New Buyer indemnifies AW Bidco against any Claim suffered or incurred by AW Bidco arising from a failure by the New Buyer to comply with its obligations under this Deed, except to the extent the Claim was caused or contributed to by the default, wilful or negligent act or omission of the Seller..
- (2) The indemnity in clause 5(1) is a continuing obligation, separate and independent from the other obligations of the parties.
- (3) It is not necessary for AW Bidco to incur expense or make payment before enforcing its right of indemnity conferred by clause 5(1).

6 Caveat

- (1) The New Buyer grants AW Bidco a charge over the Land to secure its obligations under this Deed.

- (2) The New Buyer agrees that AW Bidco may lodge a caveat on the title to the Land to give notice of its interest in the Land pursuant to the charge and the New Buyer must provide any consent reasonably required by AW Bidco to enable registration of the caveat.
- (3) AW Bidco must attend to the withdrawal of the caveat as soon as practicable after the later of the date:
 - (a) the Continuing Obligations have been satisfied or no longer apply; and
 - (b) the New Buyer has completed the construction of a dwelling house on the Land in accordance with this Deed.

7 Guarantee

- (1) The Guarantor guarantees to AW Bidco the performance of all obligations and payment of all monies by the New Buyer under this Deed.
- (2) The Guarantor's liability under clause 7(1) will not be affected:
 - (a) if AW Bidco allows any concession to the New Buyer;
 - (b) if AW Bidco does not sue the New Buyer;
 - (c) if AW Bidco terminates or exercises any other rights under this Deed;
 - (d) if the New Buyer dies or becomes insolvent; or
 - (e) if there is more than one Guarantor, if any other of them has not signed this Deed.
- (3) The liability of the Guarantor will continue until the New Buyer has performed all the obligations under this Deed.
- (4) If AW Bidco assigns its interests in this Deed, AW Bidco may also assign the benefit of the Guarantor's obligations under this clause.

8 Electronic Copy

This Deed is binding on the New Buyer and the Guarantor who have signed this Deed where a copy of this Deed as executed by them is provided or forwarded to AW Bidco, including by electronic copy.

9 Severability

Without limiting any other provision or obligation of this Deed, if any term, requirement, covenant or condition in the Design Essentials, the Continuing Obligations or this Deed (or any part of them) is invalid or unenforceable for any reason the remaining terms, requirements, covenants and conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

Schedule 1 (Re-sale Deed)

Item 1	AW Bidco:	Name: Address:
Item 2	New Buyer:	Name: Address: Telephone No: Fax No:
Item 3	Guarantor:	Name: Address:
Item 4	Land:	Address: Real property description: Lot on SP
Item 5	Original Buyer:	Name: Address: Telephone No: Fax No:
Item 6	Construction Commencement Date:	The date that is 12 months from the date of this Deed
Item 7	Construction Completion Date:	The date that is the earlier of: (1) 12 months from the date construction commenced; and (2) 12 months from the Construction Commencement Date.

Schedule 2 (Re-sale Deed) – Continuing Obligations

1 Design Essentials and use

1.1 Acknowledgement and agreement

- (1) The New Buyer acknowledges the Land forms part of the Estate.
- (2) The New Buyer agrees to be bound by the Design Essentials and the Continuing Obligations, as if they were repeated in this Deed in full.
- (3) AW Bidco may vary, relax or waive any of the requirements under the Design Essentials or the Continuing Obligations in relation to other land sold by AW Bidco. The New Buyer acknowledges AW Bidco's rights under this Deed and, subject to any rights of the New Buyer under any legislation which cannot be excluded, the New Buyer must not Object because of anything in connection with any of the matters referred to in this clause.
- (4) The Design Essentials and the Continuing Obligations will remain in force until the later of:
 - (a) the date that is 36 months from Settlement; and
 - (b) the date of settlement of the sale of the last lot in the Estate (as determined by the AW Bidco).
- (5) The expiry of the Design Essentials or the Continuing Obligations does not affect any breach of the Design Essentials or the Continuing Obligations at the expiry date.
- (6) To the extent there is any inconsistency between the Design Essentials, the Original Contract and this Deed, then the Design Essentials prevail.

1.2 No representation or warranty

If the Buyer submits the Buyer's Plans and Specifications to AW Bidco for its review and approval, the Buyer acknowledges and agrees that:

- (1) AW Bidco is only reviewing the Buyer's Plans and Specifications for the purpose of checking the Buyer's compliance with the Design Essentials and for no other purpose;
- (2) if AW Bidco gives its approval to the Buyer's Plans and Specifications or provides any assistance or information to the Buyer in relation to the Buyer's Plans and Specifications, then such approval, assistance or information provided by AW Bidco will not constitute any representation or warranty by AW Bidco or any AW Bidco's Representatives, in relation to:
 - (a) the adequacy, suitability or fitness of the Buyer's Plans and Specifications for any purpose (including for Council or other Authority approval purposes);

- (b) the appropriateness or suitability of any works, offsets or footing systems for any dwelling or structure (including any associated works) to be constructed on the Land adjacent to or near the Retaining Structures,

and the Buyer acknowledges and agrees that it will not place any reliance on such review, approval, assistance or information provided by AW Bidco or any AW Bidco's Representatives.

1.3 Construction of a dwelling house and Landscaping

- (1) The New Buyer acknowledges that it must:
 - (a) commence the construction of a dwelling house in accordance with the Design Essentials on the Land on or before the Construction Commencement Date;
 - (b) following commencement of construction, continually progress construction of the dwelling house in a timely manner;
 - (c) ensure the property is kept clean, presentable and safe at all times until construction is completed; and
 - (d) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.
- (2) For the purposes of clause 1.3(1):
 - (a) substantially commence means erection of the footings and slab; and
 - (b) complete and completion means issue of an occupation certificate in respect of the dwelling house.

1.4 National broadband network

- (1) AW Bidco does not warrant that Network Infrastructure will be available to the Property at completion.
- (2) If the Land is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
 - (a) the New Buyer must (at the New Buyer's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Land; and
 - (b) the New Buyer acknowledges that:
 - (i) AW Bidco has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;
 - (ii) the Buyer must make its own enquiries about the NBN Building Ready Specifications and appropriate building wiring specifications;
 - (iii) the NBN Building Ready Specifications must be complied with to enable the Land to be connected to the Network Infrastructure; and
 - (iv) failure to comply with the NBN Building Ready Specifications will either:
 - (A) prevent connection to the Network Infrastructure; or

- (B) require the New Buyer to incur additional costs in order to connect to the Network Infrastructure.

1.5 Dividing fences

AW Bidco is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the New Buyer waives any right to claim contribution from AW Bidco except to the extent any repair or replacement of any dividing fence is required as a result of AW Bidco damaging the dividing fence.

1.6 No use as a display home

The Buyer must not use, promote or advertise a dwelling house erected on the Land to be used, promoted or advertised in any way as a display home.

2 Retaining Structures

2.1 Application of clause

This clause 2 applies if the Retaining Structures:

- (1) have been constructed on the Land (whether wholly or partially) by or on behalf of AW Bidco as at the date of this Deed; or
- (2) will be constructed on the Land (whether wholly or partially) by or on behalf of AW Bidco after the date of this Deed.

2.2 New Buyer's obligations

The New Buyer must:

- (1) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (2) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (3) keep and maintain the Retaining Structures in a sound structural condition; and
- (4) not remove, replace or alter the Retaining Structures;
- (5) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
 - (a) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
 - (b) any fence above, adjacent to or near the Retaining Structures, except to the extent any damage to the Retaining Structures was caused or contributed by the default, wilful or negligent act or omission of the vendor.

2.3 No representation or warranty

In addition to clause 1.2, if the New Buyer submits the New Buyer's Plans and Specifications to AW Bidco for its review and approval, the New Buyer acknowledges and

agrees that if AW Bidco gives its approval to the New Buyer's Plans and Specifications or provides any assistance or information to the New Buyer in relation to the New Buyer's Plans and Specifications, then such approval, assistance or information provided by AW Bidco will not constitute any representation or warranty by AW Bidco or any AW Bidco's Representatives, in relation to the maximum load bearing weight of the Retaining Structures, and the New Buyer acknowledges and agrees that it will not place any reliance on such review, approval, assistance or information provided by AW Bidco or any AW Bidco's Representatives.

2.4 No objection

Subject to any rights of the New Buyer under any legislation, the New Buyer must not Object because of anything in connection with the Retaining Structures or in respect of any other matter referred to in this clause 2.

2.5 Indemnity

The New Buyer is liable for and indemnifies AW Bidco on demand against all Claims arising from or in connection with:

- (1) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the New Buyer, the New Buyer's contractors or any other person acting on the New Buyer's behalf;
- (2) any damage to the New Buyer's dwellings or structures constructed on the Land adjacent to or near the Retaining Structures;
- (3) any damage to dwellings or structures constructed on land adjoining or surrounding the Land caused or contributed to by any act, omission, negligence or default of the New Buyer, the New Buyer's contractors or any other person acting on the New Buyer's behalf; or
- (4) any failure by the New Buyer to comply with its obligations under clause 2.2.

except to the extent the Claim was caused or contributed to by the default, wilful or negligent act or omission of AW Bidco.

3 Stormwater discharge

3.1 New Buyer's acknowledgements

- (1) The New Buyer acknowledges that:
 - (a) construction of a Retaining Structure or any alteration of the landform, will change the overland flow path which may cause stormwater runoff to be redirected and concentrated on adjoining properties and may as a result, create a nuisance; and
 - (b) it may be necessary for a drainage system (such as a concrete swale and catch basin, drainage aggregate, geotextile sleeve and perforated pipe) to be installed to redirect surface water through underground pipes to lawful points of discharge including:
 - (i) roadside kerb and channel; or
 - (ii) inter-allotment drainage systems.

- (2) If the New Buyer constructs a Retaining Structure or alters the landform, in addition to obtaining all relevant approvals for the construction of the Retaining Structure, the New Buyer acknowledges and agrees that the New Buyer will:
- (a) discuss the altered overland stormwater flow between the Land and neighbouring properties with the respective owners of the neighbouring properties;
 - (b) use reasonable endeavours to achieve a mutually satisfactory drainage solution to achieve a lawful point of discharge and not create a nuisance; and
 - (c) be responsible for and shall connect any:
 - (i) altered overland stormwater flow; and
 - (ii) drainage lines at the base of any Retaining Structures,

to a lawful point of discharge via the yard drainage or roof water systems installed as a part of the dwelling house construction on the Land.

3.2 No objection by New Buyer

Subject to any rights of the New Buyer under any legislation which cannot be excluded, the New Buyer must not Object because of anything in connection with any of the matters referred to in clause 3.

Annexure A (Re-sale Deed) – Design Essentials

Signing page – Re-sale Deed

Executed as a deed poll.

Individual New Buyer Signature:

Signed by **New Buyer** in the presence of:)

.....
Witness

.....
Signature

.....
Name of Witness in full

Company New Buyer Signature:

Executed by **New Buyer** in accordance)
with section 127 of the Corporations Act)
by or in the presence of:)

.....
Signature of Secretary/other Director

.....
Signature of Director and sole Secretary

.....
Name of Secretary/other Director in full

.....
Name of Secretary/other Director and sole
Secretary in full

Guarantor Signature:

Signed by the **Guarantor** in the presence)
of:)

.....
Signature of Witness

.....
Signature

.....
Name of Witness in full

Annexure F - Guarantee and Indemnity

To: The Seller

From: The Guarantor

I/We, the Guarantor, hereby request that you accept the offer of the Buyer and enter into a binding agreement with the Buyer upon the terms of the Contract to which this guarantee and indemnity is annexed.

1 Definitions and interpretation

- (1) In this guarantee and indemnity:

Contract means the contract for sale of the Property to which this guarantee and indemnity is annexed between the Seller and the Buyer dated on or about the date of this guarantee and indemnity.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Buyer to the Seller in connection with the Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guaranteed Obligations means all express or implied obligations of the Buyer to the Seller in connection with the Contract or any transaction contemplated by it.

- (2) Definitions and rules of interpretation that apply in the Contract also apply in this guarantee and indemnity unless the context requires otherwise.

2 Provision of guarantee

- (1) The Guarantor gives this guarantee and indemnity in consideration of the Seller agreeing to enter into the Contract.
- (2) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Seller including the agreement of the Seller to enter into the Contract.

3 Guarantee unconditional

The Guarantor unconditionally and irrevocably guarantees payment to the Seller of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

4 Guaranteed Money

If the Buyer does not pay the Guaranteed Money on time and in accordance with the terms of the Contract or any other document under which they are to be paid, then the Guarantor

agrees to pay the Guaranteed Money to the Seller on demand from the Seller (whether or not demand has been made on the Buyer). A demand may be made at any time and from time to time.

5 Guaranteed Obligations

If the Buyer does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the Contract or any other document under which they are to be performed, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Seller (whether or not demand has been made on the Buyer). A demand may be made at any time and from time to time.

6 Indemnity

As a separate undertaking, the Guarantor is liable for and indemnifies the Seller on demand against:

- (1) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor or from the Buyer; and
- (2) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guarantee Obligations not being duly and punctually performed.

except to the extent any liability or loss, costs, charge or expense was caused or contributed to by the default, wilful or negligent act or omission of the Seller.

7 Continuing obligation

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Seller to proceed against or enforce any other right, power, remedy or security or claim payment from the Buyer or any other person before claiming from the Guarantor under this guarantee and indemnity.

8 Liability

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Seller under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (1) the Seller or another person granting time or other indulgence to, compounding or compromising with or releasing the Buyer;
- (2) acquiescence, delay, acts, omissions or mistakes on the part of the Seller; or

- (3) any variation or novation of a right of the Seller, or alteration of the Contract or a document, in respect of the Buyer.

9 No claims by Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Seller:

- (1) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Buyer, the Property or any other property of the Buyer; or
- (2) prove in competition with the Seller if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Buyer or the Buyer is otherwise unable to pay its debts when they fall due.

10 Representations and warranties

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

11 General

11.1 Costs

The Guarantor agrees to pay or reimburse the Seller on demand for the Seller's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis. Money paid to the Seller by the Guarantor must be applied first against payment of costs under this clause, then against other obligations under this guarantee and indemnity.

11.2 Seller may assign

The Seller may assign or otherwise deal with its rights under this guarantee and indemnity.

11.3 Joint and several

Every covenant, acknowledgment or provision expressed or implied in this guarantee and indemnity by which more than one person covenant, acknowledge, agree or undertake bind those persons jointly and each of them severally and every covenant, acknowledgment, agreement or provision expressed or implied in this guarantee and indemnity which applies to more than one person apply to those persons jointly and each of them severally.

Guarantor Signature:

Signed sealed and delivered by the)
Guarantor)
.....)
in the presence of:)

.....
Signature of Witness

.....
Signature of Guarantor (Secretary/Director)

.....
Name of Witness in full

.....
Full Name of Guarantor No 1

Signed sealed and delivered by the)
Guarantor)
.....)
in the presence of:)

.....
Signature of Witness

.....
Signature of Guarantor (Secretary/Director)

.....
Name of Witness in full

.....
Full Name of Guarantor No 2

Annexure G – ATO Clearance Certificate



STOCKLAND CORPORATION LTD
C/o JAMES TOMLINSON
200 GEORGE STREET
SYDNEY NSW 2000

Our reference: 2410891271795
Phone: 13 28 66

19 December 2023

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410891271795
Vendor name	STOCKLAND CORPORATION LTD
Vendor address	133 CASTLEREAGH STREET SYDNEY NSW 2000
Clearance certificate period	19 December 2023 to 19 December 2024

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

This certificate applies to you and to any member listed on the reverse side of this certificate whether acting in your own capacity, or in the capacity as the trustee of any trust.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.