



Contract for Houses and Residential Land

Nineteenth Edition

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

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

REFERENCE SCHEDULE

Contract Date:

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

SELLER'S AGENT

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

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

BUYER

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

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

BUYER'S AGENT *(if applicable)*

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

BUYER'S SOLICITOR

■ *or any other solicitor notified to the Seller*

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

PROPERTY

Land:	ADDRESS:	Proposed Lot [215], Forest Brook, Queensland, as identified indicatively on the draft Survey Plan in Schedule 3 of the Contract and the Disclosure Plan in Document 2 of the Disclosure Statement			
		To be created from Lot 701 on SP344046			
	SUBURB:	COLLINGWOOD PARK	STATE:	QLD	POSTCODE: 4301
		<input type="checkbox"/> Built On <input checked="" type="checkbox"/> Vacant			
Description:	Lot: Proposed Lot [215] as Shown on the draft Survey Plan in Schedule 3 of the Contract and the Disclosure Plan in Document 2 of the Disclosure Statement				
	On: SP350895				
Title Reference:	To issue				
Area:	■ <i>more or less</i>		Land sold as:	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Leasehold	■ <i>if neither is selected, the land is treated as being Freehold</i>
Present Use:	Vacant Land				

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

Local Government	Ipswich City Council
Excluded Fixtures:	Nil
Included Chattels:	Nil

PRICE

Deposit Holder:	Bell Legal Group
Deposit Holder's Trust Account:	Bell Legal Group Law Practice Trust Account No 2
Bank:	Westpac Banking Corporation
BSB:	034-660
Account No:	357174

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.
	\$	Balance Deposit (if any) payable on: Within 7 days of Contract Date
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:	Not applicable	<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.

<p>See Special Conditions, draft Survey Plan and Disclosure Plan.</p>	<ul style="list-style-type: none"> 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.
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INITIALS (Note: Initials not required if signed with Electronic Signature)

Residential Tenancy Agreements or Rooming Accommodation Agreements:

This section must be completed for ALL contracts

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>■ WARNING TO SELLER: If the Property or any part has been let at any time in last 12 months the seller is required under clause 5.3(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.</p>
If Yes , the day of the last rent increase for each residential premises comprising the Property is:	

Tenancies:

TENANTS NAME:	■ <i>If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement or Rooming Accommodation Agreement.</i>		
TERM AND OPTIONS:			
STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		\$	\$

Managing Agent:

AGENCY NAME:			
PROPERTY MANAGER:			
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	FAX:	MOBILE:	EMAIL:

POOL SAFETY

<p>Q1. Is there a pool on the Land or on adjacent land used in association with the Land?</p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>■ WARNING TO SELLER: <i>Under clause 5.3(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.</i></p>
<p>Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

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

- Installed in the residence
- Not installed in the residence

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

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

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

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

■ **WARNING:** Failure to comply with s83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?
(select whichever is applicable)

- Yes
- No

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

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

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

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

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

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

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-14) (Nineteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

- Schedule 1 – Special Conditions
- Schedule 2 – Deed of Guarantee and Indemnity
- Schedule 3 – Draft Survey Plan
- Schedule 4 – Building Covenants
- Schedule 5 - Design Guidelines
- Schedule 6 – Plan of Building Exclusion Zones
- Schedule 7 - Moreton Geotechnical Services Pty Ltd Report dated 4 February 2015

ADDITIONAL REFERENCE SCHEDULE

Foreign Person	Is the Buyer a foreign person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If the "No box" is ticked or neither box is ticked, the Buyer warrants the Buyer is not a foreign person – see special condition 19) (If the Buyer is a foreign person this contract is subject to FIRB approval within 21 days after the Contract Date.
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SETTLEMENT

SETTLEMENT DATE:	See Special Condition 6 in Schedule 1	<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:	Gold Coast	<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:** _____
 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]

SKF Development Collingwood Park Pty Ltd A.C.N. 675 464 043 by its duly constituted attorney Thomas James Trembath.

SELLER: _____ **WITNESS:** _____

SELLER: _____ **WITNESS:** _____
 By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign. **[Note:** No witness is required if the Seller signs using an Electronic Signature]

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

TERMS OF CONTRACT

FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

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

- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (f) **“Bond”** means a bond under the RTRA Act;
- (g) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **“Business Day”** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **“Contract Date”** or **“Date of Contract”** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **“Court”** includes any tribunal established under statute;
- (l) **“Digitally Sign”** and **“Digital Signature”** have the meaning in the ECNL;
- (m) **“ECNL”** means the Electronic Conveyancing National Law (Queensland);
- (n) **“Electronic Conveyancing Documents”** has the meaning in the *Land Title Act 1994*;
- (o) **“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (p) **“Electronic Settlement”** means settlement facilitated by an ELNO System;
- (q) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (r) **“Electronic Workspace”** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (s) **“ELNO”** has the meaning in the ECNL;
- (t) **“ELNO System”** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (u) **“Encumbrances”** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
- (v) **“Essential Term”** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(f), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (w) **“Extension Notice”** means a notice under clause 6.2(1);
- (x) **“Financial Institution”** means a Bank, building society or credit union;
- (y) **“Financial Settlement”** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (z) **“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (aa) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*; **“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;

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

- (mm) **“Residential Tenancy Agreement”** has the meaning in the RTRA Act;
- (nn) **“Rooming Accommodation Agreement”** has the meaning in the RTRA Act;
- (oo) **“RTRA Act”** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (pp) **“Security Interests”** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (qq) **“Services”** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (rr) **“Smoke Alarm Requirement Provision”** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (ss) **“Transfer Documents”** means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (tt) **“Transport Infrastructure”** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (uu) **“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:
- between 9am and 4pm AEST on the Settlement Date; and
 - 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:
- unstamped Transfer Documents capable of immediate registration after stamping; and
 - any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - if there are Tenancies:
 - the Seller's copy of any Tenancy agreements;
 - a notice to each tenant advising of the sale in the form required by law; and
 - any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act;
 - a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
 - the Seller has done this before settlement; or
 - the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) The Seller is not required to comply with clause 5.3(1)(e) if the Buyer is an exempt lessor as defined in section 82A of the RTRA Act.

5.4 Assignment of Covenants and Warranties

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

- covenants by the tenants under the Tenancies;
- guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- manufacturers' warranties regarding the Included Chattels; and
- 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

- The Seller must remove the Reserved Items from the Property before settlement.
- 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.
- 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.
- 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

- 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.
- The Seller must apply for the consent required as soon as possible.
- 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

- 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.
- The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- 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.
- In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - by agreement of the parties; or
 - 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

- 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:
 - damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - 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.
- 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.
- An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.

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- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended;
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) **“Affected Party”** means a party referred to in clause 6.3(1);
 - (b) **“Delay Event”** means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) **“Government Agency”** means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) **“Settlement Obligations”** means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (f) and 5.5;
 - (e) **“Suspension Period”** means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.
- (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
- (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that, at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (5) The Seller warrants that:
 - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements or Rooming Accommodation Agreements are true and correct; and
 - (b) if there are Tenancies, the current rent complies with the requirements of section 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (6) If the Seller's warranty in clause 7.4(5) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (7) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

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

7.6 Requirements of Authorities

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

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

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- (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.

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

Clause 11:

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

11.2 Nomination of ELNO System and Completion of Electronic Workspace

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

11.3 Electronic Settlement

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

contained in the QLS E-Conveyancing Guidelines; and

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

11.4 Computer System Unavailable

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

11.5 Costs

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

SCHEDULE 1 SPECIAL CONDITIONS

1. SPECIAL CONDITIONS PARAMOUNT

- 1.1 To the extent that these special conditions conflict with the Standard Terms of Contract for Houses and Residential Land (Standard Terms), these special conditions prevail.
- 1.2 The provisions of this Contract (including these special conditions) are capable of having effect after settlement and do not merge on the transfer of the Land and continue to have full effect.

2. DEFINITIONS

2.1 In these special conditions, the following definitions apply:

- (a) **Authority** means a government, statutory, public, ministerial, administrative or judicial body or other entity.
- (b) **Building Covenants** means the Building Covenants contained in Schedule 4 to this Contract.
- (c) Intentionally deleted
- (d) **Buyer's Associates** means the Buyer's employees, officers, consultants and contractors, or anyone acting on the Buyer's behalf.
- (e) **Design Guidelines** means the Design Guidelines contained in Schedule 5 to this Contract.
- (f) **Development Approval** means any approval issued by an Authority relevant to the Land and its use, including the approval in Document 3 of the Disclosure Statement.
- (g) **Disclosure Plan** means the disclosure plan that must be given by the Seller to the Buyer under the *Land Sales Act 1984* (Qld) (if applicable to this Contract) before the Buyer enters into this Contract, a copy of which is also contained in Document 2 of the Disclosure Statement.
- (h) **Disclosure Statement** means the disclosure statement that must be given by the Seller to the Buyer under the *Land Sales Act 1984* (Qld) (if applicable to this Contract) before the Buyer enters into this Contract.
- (i) **Estate** means the Seller's development in which the Land is located, known as Forest Brook.
- (j) **Local Government** means Ipswich City Council.
- (k) **Object/Objection** means any objection, requisition or claim for compensation or damages or other relief, refusing to complete or delaying completion of, rescinding or terminating this Contract.
- (l) **Retaining Structure** includes any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures such as drainage.
- (m) **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.

- (n) **Services** means the services for water, electricity, gas, sewerage and telecommunications.
- (o) **Survey Plan** means the plan that, following registration (if not registered at the Contract Date), creates title to the Land, substantially in accordance with the draft of which is contained in Schedule 3.
- (p) **Sunset Date** means the date 18 months after the date the Buyer enters into this Contract.

3. AMENDMENTS TO TERMS OF CONTRACT

3.1 The Standard Terms are varied as follows:

- (a) Clause 2.6(4) is deleted and the following is inserted in its place -

“Land Tax must be adjusted:-

- (a) *on the land tax paid or payable by the Seller in respect of the Land and will be apportioned in accordance with the provisions of clauses 2.6(1) and 2.6(2) except that clause 2.6(2)(c)(ii) will not apply to the calculation of an adjustment in respect of land tax. The Seller may adopt a reasonable estimate of the amount of land tax to be apportioned between the parties; or*
- (b) *if there is no separate unimproved value for the Land then land tax will be apportioned on the basis that the amount applicable to the Land is as follows –*

$$\frac{a \times b}{c}$$

WHERE –

a = the amount of land tax paid or payable by the Seller for the parcel(s) that includes the Land, for the land tax year current at the Settlement Date

b = the area of the Land

c = the area of the parcel(s) that includes the Land

PROVIDED that if the Buyer gives evidence to the Seller that the Office of State Revenue advises it will issue a final clearance for the Land on payment of a specified amount, then the amount of land tax to be apportioned is the greater of the specified amount or the amount calculated applying the above formula.”

- (b) The words “but excludes” are deleted from the definition of Outgoings in Standard Condition 1.1(ff) and replaced with “and includes”.
- (c) Standard Term 8.1 is amended to read as follows:-
“The property remains at the Seller’s risk until Settlement occurs.”.
- (d) The first line of Standard Term 7.4(3) is amended to read as follows -

“The Seller states that, except as disclosed in this Contract, to the best of the Seller’s knowledge, at settlement:”

- (e) Standard Conditions 2.3, 2.5(2)(a), 2.6(5), 4, 6.2, 7.4(1), 7.4(2), 7.4(4), 7.5, 7.6, 7.7(1), 7.8, 8.2, 8.3 and 8.4 are deleted.

4. LAND SALES ACT

- 4.1 If there is no separate title to the Land on the day the Buyer executes this Contract, the Buyer acknowledges receiving either:
 - (a) a copy of the Survey Plan approved by the Local Government; or
 - (b) a Disclosure Plan and Disclosure Statement for the Land,before entering into this Contract.
- 4.2 The Buyer acknowledges that any Disclosure Plan given to the Buyer may include information and drawings that is not required by the *Land Sales Act 1984* (Qld) (“Additional Information”). The Buyer acknowledges that this Additional Information is indicative only and does not accurately represent what will be constructed on the Land, or its actual location; these will vary and depend upon the requirements of the Local Government and sound engineering principles. The Buyer will raise no Objection to the location, or otherwise to the items shown in the Additional Information. The Buyer does not require any further notice or disclosure in changes of the items shown in this Additional Information.

5. REGISTRATION OF SURVEY PLAN

- 5.1 Condition Subsequent
 - (a) This Contract is conditional on the Seller causing a survey plan to be registered with the Queensland Titles Registry which creates indefeasible title to the Land in the name of the Seller, on or before the Sunset Date (**Condition Subsequent**).
 - (b) The Seller must take reasonable steps to satisfy the Condition Subsequent.
 - (c) If any Authority refuses to grant or revokes any necessary permit or approval or refuses to seal any survey plan or imposes any conditions on any permit or approval (required in order to satisfy the Condition Subsequent) with which the Seller is, acting reasonably, unwilling to comply, then the Seller may terminate this contract by notice to the Buyer. If this happens:
 - (i) the Deposit and any interest must be released to the Buyer; and
 - (ii) the Buyer has no ability to Object against the Seller.
 - (d) If the Condition Subsequent is not satisfied by 5.00pm on the Sunset Date:
 - (i) subject to the any rights at law, the Seller may terminate this Contract by notice to the Buyer; or
 - (ii) the Buyer may terminate this contract by notice to the Seller,and in either case, the Deposit and any interest must be released to the Buyer and the Buyer has no ability to Object against the Seller.

- (e) Subject to any rights at law, if the Seller forms the view, acting reasonably, that the Condition Subsequent will not be satisfied by the Sunset Date it may terminate this contract by notice to the Buyer provided that it has complied with its obligations under Special Condition 5.1(b).
 - (f) The Buyer may only terminate this contract (after the Sunset Date) under this Special Condition before the Seller has notified the Buyer that the Condition Subsequent has been satisfied, subject to any rights at law.
- 5.2 The Seller has entered into the Contract on the basis that the Contract has a finite term, ending on the Sunset Date, the purpose of which is to protect the Seller from negative market movements, economic changes and price fluctuations which result in the Development no longer being commercially viable for the Seller.
- 5.3 The Seller will give notice to the Buyer after creation of a separate indefeasible title for the Land.
- 5.4 The Buyer acknowledges that the draft Survey Plan is indicative only and may change (including changes in the lot numbering) before settlement and to the fullest extent permitted at law the Buyer waives any right to Object to such changes. In particular, the Buyer will (to the fullest extent permitted at law) not make any Objection, requisition or claim any compensation or rescind or terminate this Contract for:
- (a) any actual or alleged misdescription of the Land or deficiency in its area or measurements, which does not have a material adverse effect on the use or value of the Land and which does not result in the Land being substantially different to that described in this Contract or as shown in the Disclosure Statement and without limitation, includes a variation of:
 - (i) up to 5% in details of area;
 - (ii) up to 5% in details of linear dimensions for bearings and distances;
 - (iii) up to 500mm in height in details of surface contour or fill levels; or
 - (iv) up to 500mm in height in details of retaining walls.
 - (b) any variations between the Land as inspected by the Buyer (if it was capable of inspection and the Buyer did inspect the Land prior to executing this Contract) and the corresponding lot as shown on the draft Survey Plan as registered;
 - (c) any other amendments or variations on the draft Survey Plan that do not affect the Land;
 - (d) any works (including retaining walls) affecting the natural surface level of the Land or any land abutting it or any variations or alterations to those works whether or not the particulars of which have been disclosed to the Buyer; or
 - (e) the classification or grade of soil and any impacts this may have on the costs or scope of the construction of a dwelling on the Land.
- 5.5 Without limiting any of the Seller's other rights and interests under this Contract, in consideration of the Seller investigating the feasibility of the development of the Estate (or any part of it) and/or entering into the implementation of the Estate (or any part of it), or developing the Estate (or any part of it) and/or expending time and effort and/or other resources in connection with the proposed development of the Estate (or any part of it) and/or with the Estate (or any part of it), the Buyer agrees that, subject to any

rights at law, the Seller may terminate this Contract at any time before the Sunset Date by notice to the Buyer:

- (a) If:
 - (i) the Seller does not obtain, or forms a view that it is unlikely to obtain (on reasonable terms) finance for the development of the Estate;
 - (ii) the proposed construction Financier will not consider this Contract to be a qualifying pre-sale contract for funding purposes (acting reasonably);
 - (iii) at any time the Seller is of the opinion that the development of the Estate is not or will not be economically viable, the Seller must act reasonably in this determination, which includes but is not limited to:
 - A. where the Seller has been unable to obtain pre-sales in the Estate of an aggregate gross value acceptable to the Seller and their financier for it to give the Seller a finance facility of an amount no less than 80% of the total cost required to undertake and complete development of the Estate);
 - B. there is a material increase, being an increase of 15% or more, in any cost component to develop the Land or the Estate from that originally anticipated by the Seller. Each cost component (for example cost of a building product, civil cost, consultants costs, labour costs, infrastructure charges, etc) is to be considered separately in determining any material increase in costs;
 - (iv) at any time if the Seller is unable or unwilling to comply with any Requirement of any Approval in connection with the Land or the Estate (acting reasonably); and
 - (v) at any time the Seller is of the opinion (acting reasonably) that the Land or Estate will not be completed for any reason beyond the reasonable control of the Seller including but not limited to because of a dispute with or the insolvency or default of any contractor or other party undertaking or associated with the construction of the Land or the Estate.
- (b) The Buyer acknowledges that, in carrying out the development of the Estate, the Seller assumes a number of risks which the Seller cannot control, which is why it is the Seller's termination rights pursuant to this special condition are commercially and financially reasonably necessary as for the Estate to proceed, the development must be viable for the Seller and any funder.
- (c) The Seller must act reasonably in all matters relating to this Special Condition.
- (d) If the Seller terminates this Contract under this clause, then any part of the Deposit paid by the Buyer must be refunded to the Buyer and neither party has any claim against the other.

6. SETTLEMENT DATE

6.1 The Settlement Date is:

- (a) if at the Contract Date there is not a separate freehold title for the Land, the later of:

- (i) the date specified as the settlement date in the notice given by the Seller to the Buyer that the separate freehold title for the Land has been created, being **14 days** after the date said notice is given to the Buyer;
 - (ii) the date that is **22 days** after the Buyer or the Buyer's solicitor receives any statement given by the Seller, pursuant to Section 13 of the *Land Sales Act 1984 (Qld)*, or
- (b) if at the Contract Date there is a separate freehold title for the Land, the date that is 30 days after the Contract Date.
- 6.2 The Seller may, at its sole election, at any time prior to settlement, extend and further extend the Settlement Date by up to a total period of 90 days by written notice to the Buyer provided that the extension(s) is/are for bona fide purposes (for example. Outgoing financier not being in a position to release mortgage).
- 6.3 Should the Buyer seek an extension of the Settlement Date and the Seller grants the extension, then the parties agree:
- (a) that the Buyer must (at settlement) pay:
 - (i) default interest at the Default Interest Rate from the original Settlement Date to the date settlement actually occurs; and
 - (ii) an administration fee of \$250.00 plus GST to Seller's solicitors.
 - (b) the date for adjustment of Outgoings under this Contract shall remain unchanged (i.e. Outgoings shall be adjusted as at the original Settlement Date).
- 6.4 Notwithstanding special condition 6.3, the Seller reserves its right to consider extensions at its discretion.

7. SERVICES AND AMENITIES

- 7.1 The Buyer acknowledges that under the approvals granted to the Seller for the development of the Estate:
- (a) various statutory authorities; or
 - (b) the Seller under arrangements made with those authorities,
- may be required to provide services and amenities.
- 7.2 The Seller must take all reasonably available steps to ensure that the Services and amenities are provided on or before the Settlement Date but if the Services and amenities are not provided on or before the Settlement Date, the Buyer has no right to Object, claim compensation, withhold any part of the Purchase Price or delay settlement and the Seller will cause the services and amenities to be provided as soon as practicable after the Settlement Date.
- 7.3 The Buyer acknowledges that, prior to registration of the Survey Plan (and potentially prior to the Contract Date), the Land may have been subject to certain earthworks, including cutting or filling. The Buyer further acknowledges the recommendation of the Seller (hereby given) that before commencing any works on the Land the Buyer should cause geotechnical tests be carried out to ensure proper engineering design of any foundations (and works generally) taking into account the extent and nature of the subterranean condition of the Land. The Buyer acknowledges that the Seller gives no warranty or makes any representation as to the subterranean condition of the Land.

7.4 The Buyer acknowledges and agrees that:

- (a) the development of the Estate may include:
 - (i) Services Access Points located within the boundary of the Land; and
 - (ii) street trees planting,which may affect construction on the Land including the location of the driveway;
- (b) soil and site classification reports cannot be undertaken until the Seller completes the development of the Estate and the Seller will not be undertaking soil and site classification reports for the Land;
- (c) 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;
- (d) the development of the Estate may include construction of Retaining Structures on the Land;
- (e) at the Settlement Date, the construction of works forming part of the Estate may not be completed;
- (f) the Seller may permit any person to continue to carry out those construction works after the Settlement Date;
- (g) the Buyer will not Object or institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon those construction works, any matter referred to in this clause or the dust and noise and other discomforts that might arise from them.

7.5 Service Access Points

- (a) 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).
- (b) The Buyer is purchasing the Land subject to any Services located within the Land or on the boundary of the Land.
- (c) The Buyer must at its cost:
 - (i) arrange for connection of all Services from their connection points to any dwelling house to be constructed on the Land; and
 - (ii) construct and install any other services required by the Buyer.
- (d) The Buyer will not be entitled to Object in respect of:
 - (i) the nature or location of the Services;
 - (ii) the nature, location or availability or non-availability of any other service;
 - (iii) all or any of the Services not being available for connection by the service providers as at settlement;

- (iv) 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;
- (v) any water or sewerage main or any underground or surface stormwater pipe or drain that passes through, over or under the Land; and
- (vi) any Services Access Points located on the Land.

8. TITLE

- 8.1 The Buyer accepts title to the Land subject to, and is not entitled to Object, claim compensation, rescind the contract or delay settlement because of:
- (a) any easement either benefiting or burdening the Land for:
 - (i) the passage or provision of any services through or by means of any pipes, poles, wires, cables or any other forms of carriage or ducts to be laid down or erected in or over the Land; or
 - (ii) access purposes; or
 - (b) any notification, easement, covenant or restriction (other than a mortgage) in relation to the Land required in order to satisfy the requirements of any competent authority as a condition precedent to approving the registration of the Survey Plan or the approval of any development permit under the *Planning Act 2016* (Qld).

9. DEPOSIT

9.1 Investment of Deposit

- (a) If:
 - (i) title to the Land has not been created as at the Contract Date;
 - (ii) the total Deposit has been received by the Deposit Holder; and
 - (iii) all conditions for the benefit of the Buyer have been satisfied or waived,
 - (iv) then the Seller may (in its absolute discretion) authorise and direct the Deposit Holder to invest the Deposit in an interest bearing trust account:
 - (A) in the names of both the parties; and
 - (B) with a Financial Institution selected by the Deposit Holder.
- (b) The parties acknowledge the Deposit Holder may not be able to invest the Deposit with a Financial Institution until all relevant tax file numbers and dates of birth have been provided and that each party must provide these details to the Deposit Holder promptly after signing this contract.
- (c) If Settlement of the Contract occurs, the interest earned on the Deposit (if any) will be shared equally between the Buyer and Seller. However, if Settlement of the Contract does not occur, the interest earned on the Deposit (if any) will be paid to whoever is entitled to the Deposit. In such case, the party who is not entitled to the Deposit transfers their entitlement to 50% of the interest earned on the Deposit (if any) to the party who is entitled to the Deposit.

- (d) The Deposit is invested at the risk of the party ultimately entitled to it.
- (e) The Deposit Holder is not liable to either party for any delay investing the Deposit.
- (f) If, in the Deposit Holder's reasonable opinion, the interest accrued on the investment of the Deposit in any financial year is income to which no beneficiary is presently entitled for the purpose of Division 6 of Part III of the Income Tax Assessment Act:
 - (i) the parties (jointly and severally) must pay to the Deposit Holder:
 - (A) the assessed income tax on that income including to the extent it is lawful, any tax in the nature of the late lodgement or late payment; and
 - (B) all the Deposit Holder's reasonable expenses in connection with the preparation and lodgement of the tax return and payment of the tax.
 - (ii) the parties are not liable for any tax in the nature of a late lodgement or late payment penalty due to a fraudulent act or omission of the Deposit Holder;
 - (iii) the Deposit Holder may pay that assessed income tax and the Deposit Holder's reasonable expenses from the interest accrued on the investment of the Deposit, despite any dispute about the party's entitlement to the Deposit;
 - (iv) if the tax is not assessed on the income when the Deposit and income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its reasonable estimate of the assessment from the interest and the Deposit; and
 - (v) as between the parties, the party ultimately entitled to the interest on the Deposit is liable for the assessed income tax and the Deposit Holder's reasonable expenses.
- (g) To the extent it is lawful, the parties authorise the Deposit Holder to:
 - (i) terminate the investment of the Deposit; and
 - (iii) withdraw the Deposit and any interest accrued on investment of the Deposit from the Deposit Holder's trust account and draw from the Deposit and any interest accrued on investment of the Deposit cheques for the anticipated disbursement of the Deposit and accrued interest consistent with the terms of this contract as reasonably directed by the Seller, at a reasonable time before Settlement so the Deposit and accrued interest will be available at Settlement or promptly following Settlement.
- (h) Pending Settlement, the Deposit Holder continues to hold those funds as Deposit Holder in accordance with the terms of this contract.
- (i) The parties must execute and deliver to the Deposit Holder any authorities and other documents as it reasonably requires to facilitate the operation of this special condition 9.

9.2 Payment of Deposit

- (a) The Buyer may only satisfy its obligation to pay the Deposit by using a bank guarantee if the Seller consents. If the Seller consents, the bank guarantee must be on terms acceptable to the Seller at the Seller's discretion and issued by a financial institution acceptable to the Seller. Unless the Seller agrees to the terms of the bank guarantee, the Buyer has not complied with clause 2.2(1) of the Standard Terms.
- (b) If the Buyer breaches any term of the Contract, any part of the Deposit secured by bank guarantee is immediately payable to the Deposit Holder and the Buyer authorises the Seller and the Deposit Holder to convert any bank guarantee to cash.
- (c) If the Seller accepts a bank guarantee to secure the Deposit and the bank guarantee has an expiry or termination date, the Buyer must pay the Deposit Holder the Deposit in cash at least 30 days before the date of expiry or termination. If the Buyer does not, it is a breach of the Contract and in addition to the Seller's rights under this Contract, the Buyer automatically authorises the Seller and the Deposit Holder to convert any bank guarantee to cash. Any such amount will be dealt with as Deposit.
- (d) If the Seller is entitled to convert a deposit bond or bank guarantee to cash under the Contract, the Buyer indemnifies the Seller (and the Buyer will keep the Seller indemnified) for any cost or loss the Seller suffers in relation to cashing the deposit bond or bank guarantee including without limitation legal costs on a full indemnity basis for any legal action taken by the Seller.
- (e) If the Seller accepts a bank guarantee to secure the Deposit and the Seller forms the opinion that the person who issued the bank guarantee is not financially secure, the Seller can give the Buyer notice to replace the bank guarantee. If the Seller gives the Buyer a notice then the Buyer must pay to the Deposit Holder in cash the amount secured by the bank guarantee. If the Buyer fails to do so within 21 days of receiving the Seller's notice the Buyer will be in breach of the Contract.

10. ACKNOWLEDGEMENTS

10.1 This Contract is the whole agreement between the Seller and the Buyer about the sale of the Land, unless another agreement is referred to in this Contract, and supersedes all prior representations, agreements, statements and understandings between the parties.

10.2 The Buyer expressly acknowledges, agrees and warrants that:

- (a) it has not relied on any representations made by the Seller or its agents, or any other person or corporation in entering into this Contract, other than as set out in this Contract, and that the conditions and stipulations of this Contract constitute the only agreement between the Seller and Buyer;
- (b) the Buyer has satisfied itself from its own independent enquiries as to the value, adequacy and suitability of the Land, and to the maximum extent permitted by law, all representations or provisions implied by law, relating to fitness, suitability or adequacy of the Land do not apply to this Contract or the Land;
- (c) the Buyer has relied on its own judgment in purchasing the Land on the terms of this Contract; and

- (d) any information given in advertising material for the Land are generic and indicative only and have not been relied upon by the Buyer in entering into this Contract.
- (e) the location of services to or under the Land may not be known at the Contract Date and the Buyer is not entitled to terminate this Contract or make any Objection, claim or seek damages for compensation as a result of the location of any services; and
- (f) Retaining Structures
 - (i) The Land may contain a Retaining Structure which also affects the lot adjoining the Land by providing support or the lot adjoining the Land may contain a Retaining Structure that also affects the Land by providing support.
 - (ii) The Buyer agrees that it must not change or alter any Retaining Structures that have been installed by or on behalf of the Seller unless a relevantly qualified professional determines that they have come to the end of their useful life and need replacement.
 - (iii) The Buyer acknowledges that structural advice regarding the Retaining Structures should be obtained by the Buyer from a relevantly qualified professional in the event that any dwellings or other structures are proposed to be constructed on the Land in a location adjacent to or near Retaining Structures installed by or on behalf of the Seller.
 - (iv) The Buyer acknowledges and agrees that the promises contained in this Special Condition are made for the benefit of owners for the time being of lots adjoining the Land, which are affected by a Retaining Structure on the Land and are enforceable by such owners pursuant to section 55 of the *Property Law Act 1974* (Qld).
- (g) the Buyer cannot Object to any application to amend the Estate or further applications by the Seller or associated entities.

10.3 The Buyer warrants to the Seller that it is not buying the Land as undisclosed trustee of any trust.

10.4 The Buyer consents to the Seller erecting any billboards or other signage on any property other than the Land, including any property which is not in close proximity to the Land. In the event the Seller is required to obtain the approval of any local government or other relevant authority in erecting such signage, the Buyer agrees that this contract (and this special condition) can be relied on as consent to that local government or other relevant authority for the purposes of such approval.

11. AS IS WHERE IS

11.1 The Buyer warrants it has inspected the Land and conducted its own searches and enquiries (or has had reasonable opportunity to do so) and accepts it "as is, where is" in its present condition and subject to any legal and physical defects.

11.2 Other than as provided for in this Contract, the Buyer cannot make a claim for damages or compensation, make any requisition, Objection, deduct or retain any amount, rescind or terminate this Contract or delay Settlement because anything in special condition 11 affects the Land.

12. ACCESS

- 12.1 The Buyer (and the Buyer's Associates) cannot enter upon the Land except with the prior consent of the Seller, which consent may include conditions as to the time and means of access.
- 12.2 If the Buyer or the Buyer's Associates enter upon the Land for any purpose, the following provisions will apply:
- (a) the Buyer and the Buyer's Associates enter on and use the Land at the Buyer's risk;
 - (b) the Buyer is liable for and indemnifies the Seller against any liability, loss, claim (including relating to injury or death), damages, costs and expenses arising from or in connection with the Buyer or the Buyer's Associates' entry onto or use of the Land; and
 - (c) the Buyer releases the Seller from and agrees that the Seller is not liable for any liability, loss, claim (including relating to injury or death), damages, costs and expenses arising from or incurred in connection with the Buyer or the Buyer's Associates' entry onto or use of the Land.

13. SALES AGENT

- 13.1 The Buyer acknowledges that the Seller, in engaging real estate agents (if any) and their appointed salespersons (if any) in relation to sale of the Land, has given such agents strictly limited authority. Such agents have authority to:
- (a) negotiate contracts on behalf of the Seller but no authority to contractually bind the Seller; and
 - (b) make representations as to the asking price for the Land and to pass on to prospective Buyers any written representations (including plans) provided to the said agents by the Seller for that purpose but have no authority to make any other representations in relation to the Land.

14. RATES TAXES AND OUTGOINGS

- 14.1 If –
- (a) a separate assessment of any Outgoings for the Property has not issued by the Settlement Date; or
 - (b) the Buyer is unable to obtain a clearance in respect of Outgoings for the Property, the Buyer will accept the Seller's undertaking (which is hereby given) that the Seller will pay and discharge its proportion of any Outgoings, owing or to be assessed on the Property.
- 14.2 The Buyer acknowledges that the Seller may adjust an Outgoing between the parties on the basis that the relevant Outgoing has been paid, and if necessary, on the basis of the Seller's estimate of the Outgoing to be assessed. The Buyer will accept the Seller's undertaking (which is hereby given) that it will pay the Outgoing and the Buyer will not require any retention of the Purchase Price or payment to the relevant authority on account thereof or refuse to settle or delay the settlement of this Contract because of those circumstances.

15. DIVIDING FENCES

15.1 The Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land and the Buyer waives any right to Object.

15.2 The Buyer acknowledges and agrees that:

- (a) They accept the fencing (if any) and any retaining wall on or around the Land in its condition at Settlement; and
- (b) The Seller is not required to make any contribution towards installing or maintaining any fencing or retaining wall on or around the Property, including if the Land is unfenced or if you are the registered owner of any adjoining land;
- (c) The Seller does not warrant that the boundary fences on the Land align with, or are erected on, the boundary lines of the Land, or that there is no encroachment onto the Land;
- (d) The Buyer:
 - (i) must not make an Objection due to any matter in this special condition; and
 - (ii) to the extent that is lawfully able to do so, waive your rights under any legislation, any relevant Authority or at common law to claim a contribution from us for the installation of maintenance of any fencing or retaining wall on or affecting the Land; and
- (e) the maximum amount of any contribution by us (in our capacity as the owner of an adjoining parcel) towards the cost of constructing any dividing fence will be \$1.00.

16. GUARANTEE

16.1 If the Buyer is a company or trustee, unless all the directors of the company (or in the case of a trustee, persons of financial substance satisfactory to the Seller) sign this Contract as Guarantors (refer **Schedule 2**) before the Seller signs this Contract, the Seller may at any time after that until settlement terminate this Contract by notice to the Buyer.

17. SELLER MAY BOND

17.1 The Buyer acknowledges that the Seller may issue a bond or bank guarantee to the Local Government or other relevant statutory authority as security for performance by the Seller of uncompleted infrastructure works ("Bond") in respect of the Land and the Estate. The Buyer must not make an Objection in the event that any works the subject of a Bond have not been completed by the Settlement Date.

18. INTENTIONALLY DELETED

19. FOREIGN INVESTMENT REVIEW BOARD (FIRB) APPROVAL FOR FOREIGN PERSONS

19.1 This clause only has effect if the Buyer has marked that they are a "foreign person" in the Additional Reference Schedule, as defined in the Foreign Acquisitions and

Takeovers Act 1975 ("FATA") and the acquisition of the Land may be prohibited by the Commonwealth Treasurer ("the Treasurer") under the FATA.

- 19.2 If this clause has affect, then this Contract is conditional on the Treasurer having no Objection to the Buyer acquiring the Land. The Buyer must take all reasonable steps to apply to the Foreign Investment Review Board ("FIRB") and seek confirmation in writing that the Treasurer has no Objection to the Buyer acquiring the Land.
- 19.3 The Buyer must, through its best endeavours, diligently make a complete application in the approved form to the FIRB within 5 business days of the Contract Date and give the Seller a copy of the application if the Seller asks for it.
- 19.4 The Buyer must give the Seller notice if:-
- (a) the Treasurer objects to the Buyer acquiring the Land and in such case this Contract shall end and the deposit shall be refunded;
 - (b) the statutory time limit has passed for the Treasurer to be able to object to the Buyer acquiring the Land and in such case the condition in clause 19.2 is satisfied; or
 - (c) the Buyer receives notice from the FIRB that the Treasurer has no objection to the Buyer acquiring the Land (even if conditions may apply) and in such case the condition in clause 19.2 is satisfied.
- 19.5 If the Buyer does not give the Seller notice under clause 19.4 within 21 days of the Contract Date (the "FIRB Date") the Seller may terminate this Contract and if the Buyer is not in default, the deposit must be refunded to the Buyer. If the FIRB Date has passed and the Buyer is not required to give the Seller notice under clause 19.4, the Buyer may terminate this Contract and if the Buyer is not in default the deposit must be refunded to the Buyer.
- 19.6 The Buyer must give the Seller a copy of any correspondence the Buyer sends to or receives from the FIRB if the Seller asks for it.

20. EASEMENTS AND TITLE

- 20.1 The Seller discloses and the Buyer acknowledges on or before Settlement, the Seller may cause various easements to be granted and accepted variously benefiting or burdening the Land and other land in the Estate and the Buyer is on no account entitled to Object as a result of any of those matters.
- (a) The Property is sold, and the Buyer takes title, subject to:
 - (i) all things contained in or endorsed on the Survey Plan;
 - (ii) a restrictive covenant;
 - (iii) the easement or easements contemplated by this special condition;
 - (iv) any other easements benefitting or burdening the Land:
 - (A) disclosed in this contract or the Disclosure Statement;
 - (B) required by any Authority to be given to the Local Government or any other Authority or any person in connection with the construction of or implementation of the Estate including but not limited to any easement required:

- for drainage or stormwater in favour of any Authority or the owner of any adjoining or nearby land;
 - for sewerage purposes in favour of any Authority or the owner of any adjoining or nearby land;
 - for the supply of water in favour of any Authority or the owner of any adjoining or nearby land;
 - by any electrical Authority or for any telecommunication service;
- (C) required as a condition of a development Approval for the sealing or registration of the Survey Plan by the Local Government or any Authority;
- (D) required for the passage or provision of any services in or over the Land or other land; or
- (E) determined by the Seller (acting reasonably) to be necessary or expedient for the effective use of the Property or any other lot in the Estate; and
- (F) whether or not registered;
- (v) any mains, pipes, wires, ducts or any equipment for or any services:
- (A) to any part of the Land being a joint service with any other land;
 - (B) to any part of the Land passing through or over any other land;
 - (C) to other land passing through or over the Land, or
 - (D) whether or not protected by a registered easement;
- (vi) any encroachment by eaves, awnings or fascias of or attached to any improvements on the Land over any other land or vice versa, whether or not shown in any plans in this contract or the Disclosure Statement and whether or not that is protected by a registered easement, and the Buyer is on no account entitled to Object as a result of any of those matters;
- (vii) mining influence constrained areas as regulated by Part II Division 4 (Development Constraint Overlays) of the Ipswich Planning Scheme.
- (b) Any easement or covenant will be on the relevant Authority standard terms (from time to time) or otherwise on terms and conditions which are satisfactory to the Seller in its absolute discretion including but not limited to terms and conditions regarding liability for costs for maintaining the easement and which restrict or prohibit development within the easement areas and restrict or prohibit the Buyer's maintenance, use and/or vegetation rights within the easement areas and require the Buyer to comply with particular requirements for the construction of any dwelling on the Land.
- (c) The Buyer acknowledges that there may be mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone, radio and television or other system or service within the Land which belong to an Authority that may not be protected by registered easement and that such Authority may have

statutory rights over such infrastructure in the Land and the Buyer must not Object or interfere with such installations.

- (d) The Buyer acknowledges that:
- (i) the Seller will complete the Estate in accordance with any building levels prescribed in any relevant Approvals in relation to construction of the Development;
 - (ii) flood levels or projected flood levels (if any) for the Estate may be obtained from the Local Government and other relevant Authorities;
 - (iii) the Buyer has made the Buyer's own enquiries and is satisfied about any flooding or potential flooding of the Land;
 - (iv) any landscaping is to be maintained in accordance with the approved plans and maintenance regime contained in the Approvals; and
 - (v) the Buyer is on no account entitled to Object as a result of any of those matters.

21. CONFIDENTIALITY

21.1 The terms of this contract and the negotiations preceding it are confidential to the parties. The parties and their directors must not disclose the contents of the contract and the details of the negotiations to any person except:

- (a) the employees, legal advisers, auditors and other consultants of the party or its related bodies corporate who need the information for purposes arising out of this contract;
- (b) with the prior written consent of the other party - that consent may be given or withheld in the absolute discretion of the party from whom the consent is being sought; or
- (c) if required by any law or by order of any court of competent jurisdiction.

22. INTENTIONALLY DELETED

23. SELLER'S RIGHT TO TRANSFER PROPERTY

23.1 The Seller may transfer its interest in the Property and assign its rights and obligations under this Contract (including the benefit of any guarantee) without the Buyer's consent, in which case 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 signed by the new Seller agreeing to be bound by the Seller's obligations under the Contract.

23.2 The Buyer will not make Objection to methods employed by the Seller in its endeavours to sell other land, including the use or placement of signs, or signing any documents including but not limited to a Deed of Novation (if required), provided that the Seller does not unreasonably interfere with the Buyer's use of the Property.

24. BUYER NOT TO CAVEAT

24.1 The Buyer must not lodge nor permit to be lodged a caveat over any part of the Estate.

24.2 Nothing in this clause limits the right of the Buyer to lodge or register a caveat over the Land after the Survey Plan is registered and title to the Land is created.

24.3 The Buyer:

- (a) in consideration of the Seller entering into this Contract, irrevocably appoints the Seller, its officers and employees severally as the Buyer's attorney to sign and lodge for registration a withdrawal of caveat if the Buyer lodges a caveat in breach of this clause;
- (b) agrees the power of attorney given as security in terms of Section 10 of the Powers of Attorney Act 1998 (Qld) and may not be revoked by the Buyer without the consent of the Seller and may be exercised even if this involves a conflict of duty or the attorney has a personal interest in doing so; and
- (c) agrees the Buyer must not transfer the Land except to a transferee who has first agreed to be bound by the conditions contained in this special condition and to sign a power of attorney of the same kind that is contained in this special condition in favour of the Seller.

25. FURTHER MORTGAGE

25.1 The Seller may, at any time, mortgage, or further mortgage or charge the Land. The Buyer must not lodge a caveat against the Lot or the Land.

25.2 If this Contract is an instalment Contract under the *Property Law Act 1974*, you consent to us mortgaging the Land from time to time.

26. BUYER STATUS

26.1 The Buyer warrants to the Seller that it is not buying the Land as undisclosed trustee of any trust.

26.2 If the Buyer is described in the Reference Schedule as being trustee of a trust, then the Buyer warrants to the Seller that it:

- (a) is a sole trustee of the trust;
- (b) makes this Contract for the sole benefit of the beneficiaries of the trust;
- (c) has taken all steps necessary to entitle it to be indemnified from the assets of the trust; and
- (d) will, upon request, deliver to the Seller copies of all constituent documents of the trust.

27. PROPERTY RECORD NOTATION

27.1 The Buyer acknowledges and will make no Objection to a proposed property record notation that will be imposed on the Land on the Settlement Date.

27.2 The Buyer will make no Objection to this property record notation or any minor variations to the terms of any such property record notation.

28. DEVELOPMENT APPROVAL

28.1 The Development Approval deals with a number of issues relevant to the Estate and construction of a dwelling house on the Land.

28.2 The Buyer must comply with the provisions of the Development Approval.

28.3 The Buyer acknowledges receipt of the following:-

- (a) Plan of Building Exclusion Zones (see Schedule 6); and
- (b) Moreton Geotechnical Services Pty Ltd report dated 4 February 2015 (see Schedule 7).

29. STAGED DEVELOPMENT

29.1 The Buyer acknowledges and agrees:

- (a) the Seller may have various intentions for the development of the Estate in stages;
- (b) those intentions will vary from time to time depending on the consents of the Local Government and other relevant Authorities, market forces and economic conditions, availability of buyers and/or tenants and any other matters the Seller considers are relevant in its absolute discretion;
- (c) in particular, the timing of development of any further stages will vary from time to time;
- (d) accordingly, the Seller may in the Seller's discretion from time to time:
 - (i) vary the proposed development of any part of any stage from that intended by the Seller as at the contract date;
 - (ii) carry out the development of any further stage or any part of any further stage progressively at a different time or in a different way or in different stages or sequences than intended at the contract date;
 - (iii) elect not to carry out any part of the proposed development of any further stage; or
 - (iv) do any other thing that in the Seller's opinion is necessary in order to facilitate the carrying out of the development for the further stages;
- (e) any statements, representations or other information:
 - (i) made or provided by the Seller or by any other party in relation to the proposed future development of the further stages;
 - (ii) on any plans, brochures or other documentation, including those contained in the Disclosure Statement;

are statements of intention only and not promises or representations that particular parts of the further stages will be developed at a particular time, or for particular uses, or will be developed at all;

- (f) the Buyer has not relied on any statements, representations or other information made or provided by the Seller or any other party in relation to the proposed

future development of the further stages whether in relation to the timing of the development, the particular uses to be made of the relevant land in deciding to enter into this contract and acknowledges that the future development of the further stages is totally within the discretion of the Seller;

- (g) the Buyer accepts the risk that the further stages may not be developed as represented in any relevant documents or information;
- (h) if the development of the further stages does proceed:
 - (i) construction on the further stages may be carried out in stages;
 - (ii) earthworks, construction works and other related activity may be carried out on the further stages from time to time after Settlement and odour, dust, noise, nuisance, pedestrian and construction traffic and other inconveniences and disturbances to the Buyer may arise from that and, insofar as it is lawful, the Buyer may not Object to any such works or activities;
 - (iii) in exercising its rights under this special condition the Seller will use reasonable endeavours to prevent undue interference with the Buyer's enjoyment of the Land;
- (i) the Buyer will not object or make submissions to the Local Government (or any other relevant authority with planning powers affecting the Estate) opposing any application for any requisite Approval to be obtained by the Seller relating to development of the further stages;
- (j) the Buyer must not dispose of nor transfer the Property or any share in the Property without first obtaining at the Buyer's cost and giving to the Seller a deed by which the dispoene covenants with the Seller on the same terms as this special condition; and
- (k) the Buyer is on no account entitled to Object in relation to any matter referred to in this special condition.

30. SERVICE AGREEMENTS

30.1 Buyer acknowledgements

The Buyer acknowledges:

- (a) the Seller may engage service contractors to provide services including for the provision of, hot water, electricity, utilities, utilities billing, broadband, National Broadband Network ("nbn"), pay television or gas to the Estate;
- (b) the provisions of any such agreement for services may not be finalised as at the Contract Date;
- (c) examples of some of the type of agreements for engagement for such services may be in the Disclosure Statement however the final terms in any such agreement entered into may be different from those in the Disclosure Statement; and
- (d) any such agreement may be entered into by the Seller or any person nominated by the Seller.

30.2 Buyer consents

Subject to the *Land Sales Act 1984* (Qld), the Buyer, as a person having an interest:

- (a) consents to and approves each of the matters in this special condition; and
- (b) is not entitled to Object as a result of such matters.

31. DESIGN GUIDELINES AND CONSTRUCTION OF A HOUSE

31.1 Buyers Acknowledgement and Agreement

- (a) The Buyer acknowledges and agrees:
 - (i) That the Land forms part of the Estate which is a residential development;
 - (ii) The sale of the Land is subject to any restrictions and requirements contained in the Building Covenants and Design Guidelines;
 - (iii) The Buyer has read the Building Covenants and Design Guidelines and agrees to be bound by them (including any changes to the Building Covenants and Design Guidelines) as if they were set out in the Contract in full;
 - (iv) The Building Covenants and Design Guidelines may effect the location, method of construction and design of any dwelling and other improvements on the Land, and that, prior to the Contract date, the Buyer has satisfied itself in all respects about any such affectation;
 - (v) That as at the Contract Date, the plan of development contained in the Building Covenants and Design Guidelines may be in draft form and remain subject to Local Government approval;
 - (vi) That the Buyer will not subdivide the Land without the Seller's prior written consent;
 - (vii) That the Seller may, in their absolute discretion, vary, relax, waive or choose not to enforce any of the requirements under the Building Covenants and Design Guidelines in relation to any Land in the Estate;
 - (viii) The Buyer must comply with the Building Covenants and Design Guidelines.

31.2 The Buyer acknowledges the Seller's rights under this Contract and must not make any Objection in respect of any matter referred to in this clause.

31.3 Construction of a House

- (a) The Buyer must:
 - (i) Commence the construction of the House on the Land on or before the date which is 12 months after Settlement;
 - (ii) Following commencement of construction, continually progress construction of the House in a timely manner;
 - (iii) Complete construction of the House on or before the date which is 12 months after the date that construction commenced; and

- (iv) No building works shall be left incomplete or without substantial work being carried out for a period longer than three (3) months.
- (b) The Buyer must, in constructing the House:
 - (i) Comply with all conditions and requirements imposed by the Local Government and any other relevant Authority; and
 - (ii) Construct the House in accordance with the Building Covenants and Design Guidelines.
- (c) The Buyer must not erect a sign on the Land advertising the Land for sale at any time before the completion of the construction of the House on the Land without first obtaining the written consent of the Seller, which may be exercised in the Seller's absolute discretion.

31.4 Buyer's on-sale

Until the earlier of:-

- (a) eighteen (18) months from Settlement; or
- (b) all lots within the Estate are sold by the Seller;

the Buyer must not sell, transfer or otherwise dispose of the Land without first delivering to the Seller, a deed which has been signed by the Buyer and the prospective buyer, in favour of the Seller and under which the prospective buyer agrees to comply with the Building Covenants and Design Guidelines and any of the Buyer's obligations under this Special Condition that has not been fulfilled as at the date of the sale, transfer or disposal of the Land.

31.5 No liability

The Buyer acknowledges that the Seller's (or any committee approving entity constituted under the Building Covenants and Design Guidelines) receipt or review of, comment of failure to comment upon, or approval or refusal of approval to any part of the design, location or construction methodology of a dwelling or other facilities on the Land will not:

- (a) alter the Buyer's responsibility for:
 - (i) compliance with the Building Covenants and Design Guidelines and this Contract;
 - (ii) any errors or omissions in the design or construction methodology; or
 - (iii) any failure of the design documentation or works on the Land to comply with the requirements of the Building Covenants and Design Guidelines and this Contract; or
 - (iv) obtaining the necessary approvals from an Authority for the construction of the House, or
- (b) entitle the Buyer to any Objection against the Seller.

31.6 Buyer's breach

The Buyer agrees that if they breach their obligations under this Special Condition:

- (a) damages or compensation may be an inadequate remedy to the Seller;
- (b) The Seller is entitled to seek injunctive relief against the Buyer; and
- (c) The Buyer must pay on demand the Seller's costs (including legal costs on a full indemnity basis) if the Buyer:
 - (i) takes any action against the Seller; or
 - (ii) are subject to a claim, action, demand or proceeding brought by a third party; or
 - (iii) in any way relating to the Buyer's breach of the Buyer's obligations under this Special Condition or the Buyer's failure to comply with the Building Covenants and Design Guidelines.

31.7 Continuing obligations

You acknowledge and agree that the provisions of this Special Condition will not merge on Settlement.

32. MAINTENANCE PERIOD AND NO ALTERATION TO SERVICES

- 32.1 The Seller and Buyer agree and acknowledge that the Local Government infrastructure (including but not limited to street trees, water, sewer, stormwater and footpaths) services ("Local Government Infrastructure Services") are and shall remain the property of the Local Government or other relevant Authority.
- 32.2 The Buyer must not make or allow to be made (either directly or indirectly, through action or inaction) any damage or variation to the Local Government Infrastructure Services without the prior written consent of the Local Government or other relevant Authority.
- 32.3 The Buyer indemnifies the Seller for any cost incurred or loss suffered, including but not limited to legal fees on an indemnity basis, as a result of the Buyer's failure to comply with clause 32.2.
- 32.4 In the event the Buyer fails to comply with clause 32.2 and the Local Government or other relevant Authority requires rectification works, the Buyer must complete the works specified within 72 hours of receiving a notice. If the Buyer fails to complete the required works to the Local Government's standards then the Seller may carry out those works without further notice to the Buyer and may recover any costs as a liquidated debt from the Buyer.
- 32.5 The Buyer must pay any amount claimed by the Seller under this special condition within seven (7) days of a demand being made.
- 32.6 The Seller, the Local Government or other relevant Authority may enter onto and access through the Land to inspect the Local Government Infrastructure Services after giving 72 hours' notice to the Buyer at any time prior to the works being accepted off-maintenance by the Local Government or other relevant Authority.
- 32.7 This special condition does not merge on Settlement and will be enforceable against the Buyer by the Seller until the Local Government Infrastructure Services are accepted off-maintenance by the Local Government or other relevant Authority.

33. EROSION

- 33.1 The Buyer and its builder will be responsible for all reasonable and practicable erosion and sediment control measures during construction of any improvements on the Land. Erosion and sediment control barriers must be erected and maintained on and within the Land. The Land is to have a stabilised entry/exist pad to minimise erosion and maximise sediment control during construction. Where the Land has a stormwater inlet within the frontage, then appropriate silt barriers are to be installed to prevent sediment entering the stormwater system.
- 33.2 If required by the Local Government, the Buyer must submit an erosion and sediment control plan with the Covenant Approval application to the Seller prior to construction works commencing.
- 33.3 Should the Buyer, its builder, agents or employees cause any damage to adjoining lots, roads or footpaths as a result from erosion, landscaping or earthworks on or from the Land, the Buyer must attend to rectification works within 24 hours of the damage occurring. If the rectification works are not completed to the satisfaction of the Seller, the Seller may complete the work and recover all costs and expenses incurred in relation to the rectification work from the Buyer as a liquidated debt.
- 33.4 Should the Seller determine, in their absolute discretion, that the erosion and sediment control measures for the Land are unsatisfactory or damaged, then the control measures are to be rectified by the Buyer at its cost within 24hrs of notice having been given by the Seller. The Seller reserves their rights to pursue the Buyer for costs associated with the Buyer's failure to comply with the notice and any damage caused to the Local Government Infrastructure Services.
- 33.5 The Seller may, in its absolute discretion, attend to any repairs or replacements to any erosion and sediment control measures referred to in special condition 33.3 and recover all costs incurred as a result of doing so from the Buyer as a liquidated debt in accordance with Special Condition 33.3.
- 33.6 The Buyer indemnifies the Seller against any loss that the Seller suffers as a result of the Buyer's default of this special condition. The Seller is entitled to damages for any loss, which the Seller suffers as a result of the Buyer's default, including legal costs on a full indemnity basis.
- 33.7 This special condition does not merge on Settlement.

34. REPLACEMENT OF TREES

- 34.1 The Buyer acknowledges and agrees that the Seller has provided trees and plants (if any) throughout the Estate in compliance with the development approval and this special condition passes the continuing obligations for the maintenance and replacement of any trees and plants under the development approval or any other agreement (if any) to the Buyer.
- 34.2 For a period ending 18 months after the Settlement Date, the Buyer shall be solely responsible for the repair, replacement and upkeep of any trees and plants (and all associated costs) located adjacent to the boundary of the Land. The Buyer accepts this obligation as an essential condition of the Contract and will attend to the upkeep and repair or replace any tree or plant that may be damaged during this period in accordance with the terms of any notice from the Seller.
- 34.3 The Seller may, in its absolute discretion, attend to any repairs, replacement or upkeep of any trees and plants referred to in special condition 34.2 and recover all costs

incurred as a result of doing so from the Buyer as a liquidated debt in accordance with this special condition.

34.4 The Buyer indemnifies the Seller against any loss that the Seller suffers as a result of the Buyer's default of this special condition. The Seller is entitled to damages for any loss, which the Seller suffers as a result of the Buyer's default, including legal costs on a full indemnity basis.

34.5 This special condition does not merge on Settlement.

35. ELECTRONIC SETTLEMENT

35.1 The parties agree that it is an essential term of this Contract that completion shall occur by way of an Electronic Settlement using the ELNO system operated by PEXA.

35.2 The parties agree that acceptance under Standard Terms clause 11.1(1) of the Contract shall be deemed to have been given on execution of the Contract.

36. ELECTRONIC DEALINGS

36.1 The parties acknowledge that Chapter 2 Parts 2 and 3 of the ETA apply to this Contract.

36.2 In relation to this Contract, each party agrees that:

- (a) either the Seller or Buyer may sign and exchange the Contract using an electronic signature;
- (b) not object to such form of signature or exchange;
- (c) be bound in the same way as if a paper form of the Contract had been signed by them and the documents physically exchanged; and
- (d) not repudiate or dispute such form of signature or exchange.

36.3 The parties agree to do such further acts and sign all necessary documents to give effect to the intentions expressed in clause 36.2 above.

36.4 The parties and the party's Solicitors and their agents consent to the transmission of documents by electronic communication methods including email and facsimile transmission pursuant to the ETA.

36.5 This Contract may be executed in two or more counterparts by a combination of conventional means or using electronic signatures, all of which taken together will constitute one and the same meaning.

36.6 The signer of this Contract on behalf of the Buyer, warrants that they are the Buyer named in this Contract or their authorised agent and by signing this Contract electronically intend to be bound to the Contract.

36.7 In this clause ETA means the *Electronic Transactions (Queensland) Act 2001 (QLD)*.

Seller's signature

Buyer's Signature

SCHEDULE 2 GUARANTEE AND INDEMNITY

This guarantee and indemnity is given to SKF Development Collingwood Park Pty Ltd ACN 675 464 043 (**Seller**) by

Karan Sharma and _____ director/s of the Buyer, (**Guarantors**) because the Seller agrees to enter into this Contract with the Buyer at the request of the Guarantors.

1. The Guarantors unconditionally and irrevocably guarantee to the Seller the performance by the Buyer of all its obligations to pay money under this Contract to the Seller as set out in this Contract.
2. The Guarantors unconditionally and irrevocably indemnify the Seller against all liability, loss or damage incurred or suffered by the Seller as a result of a breach of this Contract by the Buyer's obligation to pay money.
3. This guarantee and indemnity is a continuing security.
4. The Guarantors do not require the Seller to first bring proceedings against the Buyer, or to first enforce a right against the Buyer or another person, including another person who has provided security for this Contract.
5. The Guarantors' obligations are not affected by anything that would effect them but for this clause, including:
 - (a) the Seller giving the Buyer time to pay or to comply with another obligation;
 - (b) mistakes by the Seller;
 - (c) the Seller agreeing to change the terms of this Contract;
 - (d) the Seller delaying the exercise of its right against the Buyer;
 - (e) when obligations owed by other people with respect to this Contract, including other security providers, are invalid or cannot be enforced by the Seller;
 - (f) the Seller accepting an earlier breach of this Contract by the Buyer; and
 - (g) the Seller failing to exercise its rights on a previous occasion.
6. The Guarantors agree to pay the Seller, on demand, for all costs and expenses incurred by the Seller enforcing this guarantee and indemnity. These costs and expenses are payable by the Guarantors on a solicitor and own client basis.
7. The Guarantors' liability under this clause will not be affected:
 - (a) if the Seller allows any concession to the Buyer;
 - (b) if the Seller does not sue the Buyer;
 - (c) if the Seller terminates or exercises any other right under this Contract;
 - (d) if the Buyer becomes insolvent;

- (e) if there is more than 1 Guarantor, if any other of them has not signed this Contract;
 - (f) if any provision in this Contract is varied without the consent of the Guarantors;
 - (g) if the purported rights the Seller has against the Buyer under this Contract are invalid, void or unenforceable.
8. The liability of the Guarantors will continue until the Buyer has paid all money and performed all the Buyer's other obligations under this Contract.
 9. If the Seller assigns its interest in this Contract or the Land, the Seller may also assign the benefit of the Guarantors' obligations under this clause.

SIGNED SEALED AND DELIVERED by)
 the Guarantor in the presence of:)

..... Witness (not a party to this deed) Signature
..... Name of witness	..Karan Sharma..... Name of Guarantor
..... Date Date

SIGNED SEALED AND DELIVERED by)
 the Guarantor in the presence of:)

..... Witness (not a party to this deed) Signature
..... Name of witness Name of Guarantor
..... Date Date

**SCHEDULE 3
DRAFT SURVEY PLAN**

Land Title Act 1994 ; Land Act 1994
Form 21B Version 2

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

Sheet **2** of **5**

(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 701 on SP344046	134-147, 185-190, 213-226, 257-261, 275-283 & 703	New Rd	Emts H-M

Emt G on SP309444 fully absorbed by New Road.

Reinstatement Report

.....
.....
.....

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	\$

8. Insert Plan Number

SP350895

134-147, 185-190, 213-226, 257-261, 275-283 & 703	Por.284
Lots	Orig

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : BRJD7498.002

5. Passed & Endorsed :

By: LandPartners Pty Ltd
Date :
Signed :
Designation : Liaison Officer



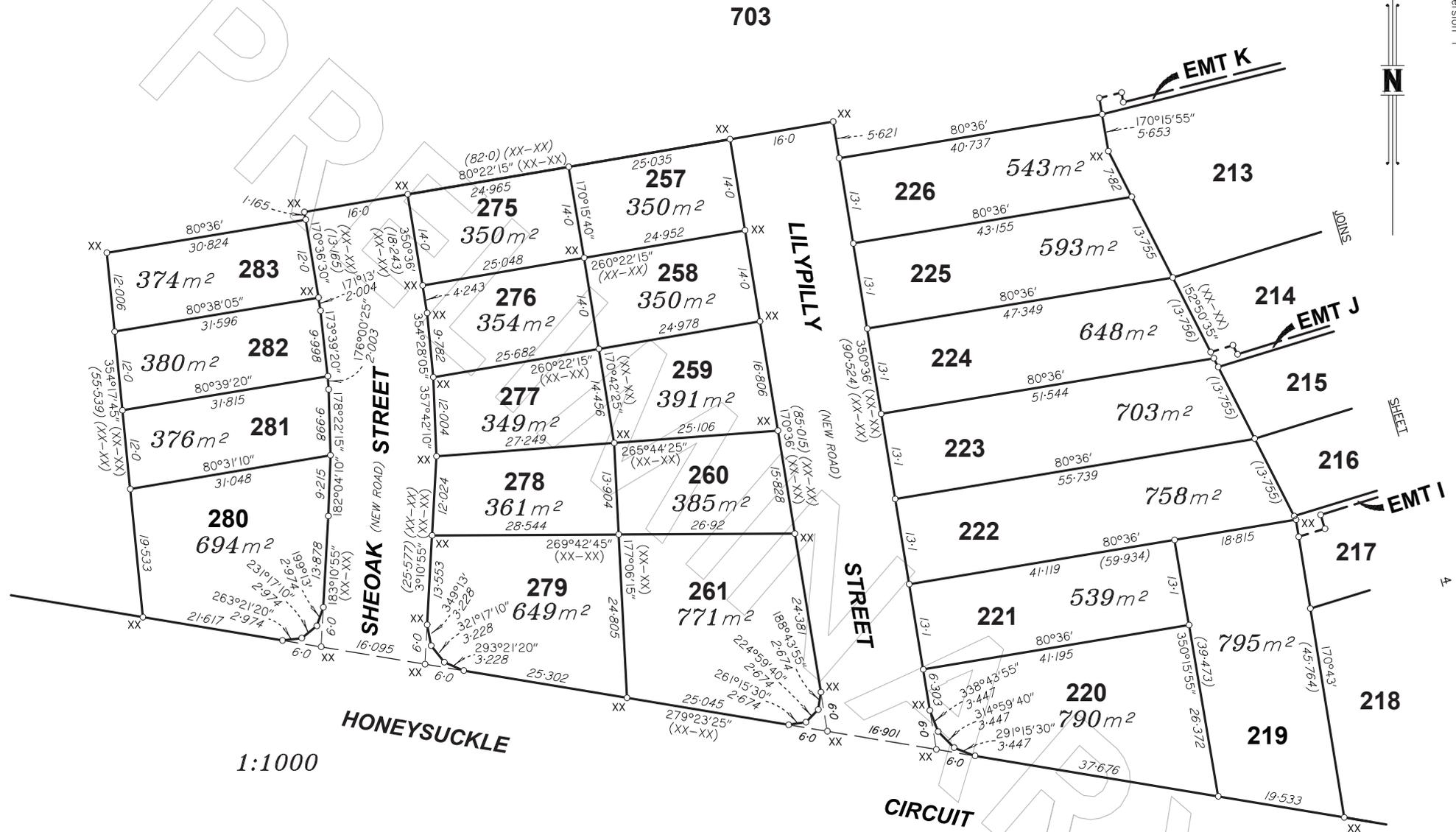
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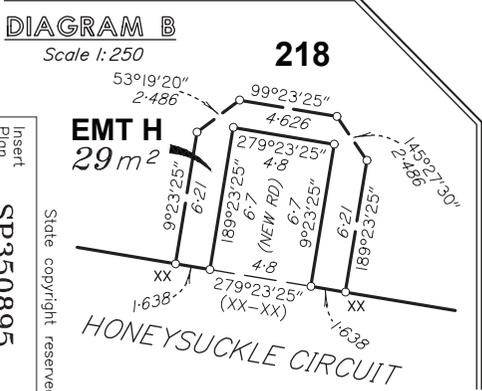
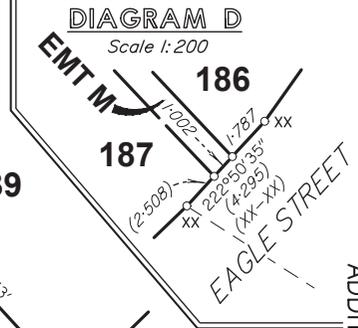
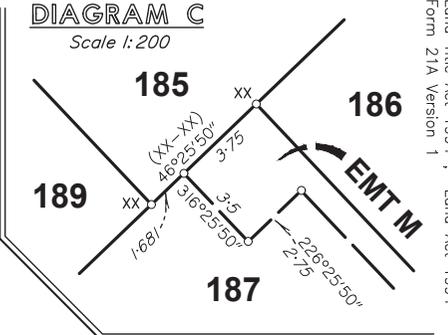
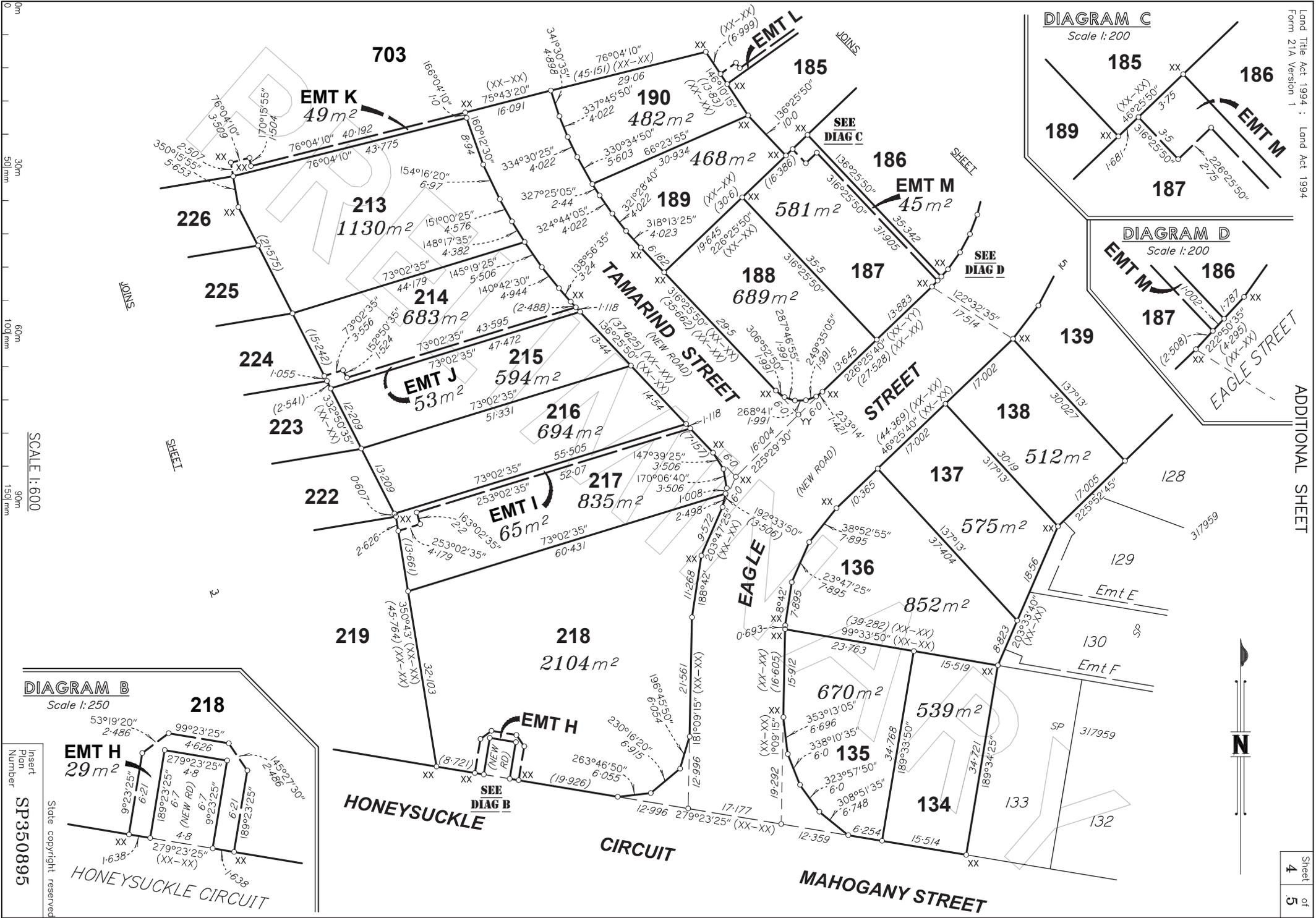
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1:1000

Insert
Plan
Number
SP350895

State copyright reserved





SCALE 1: 600

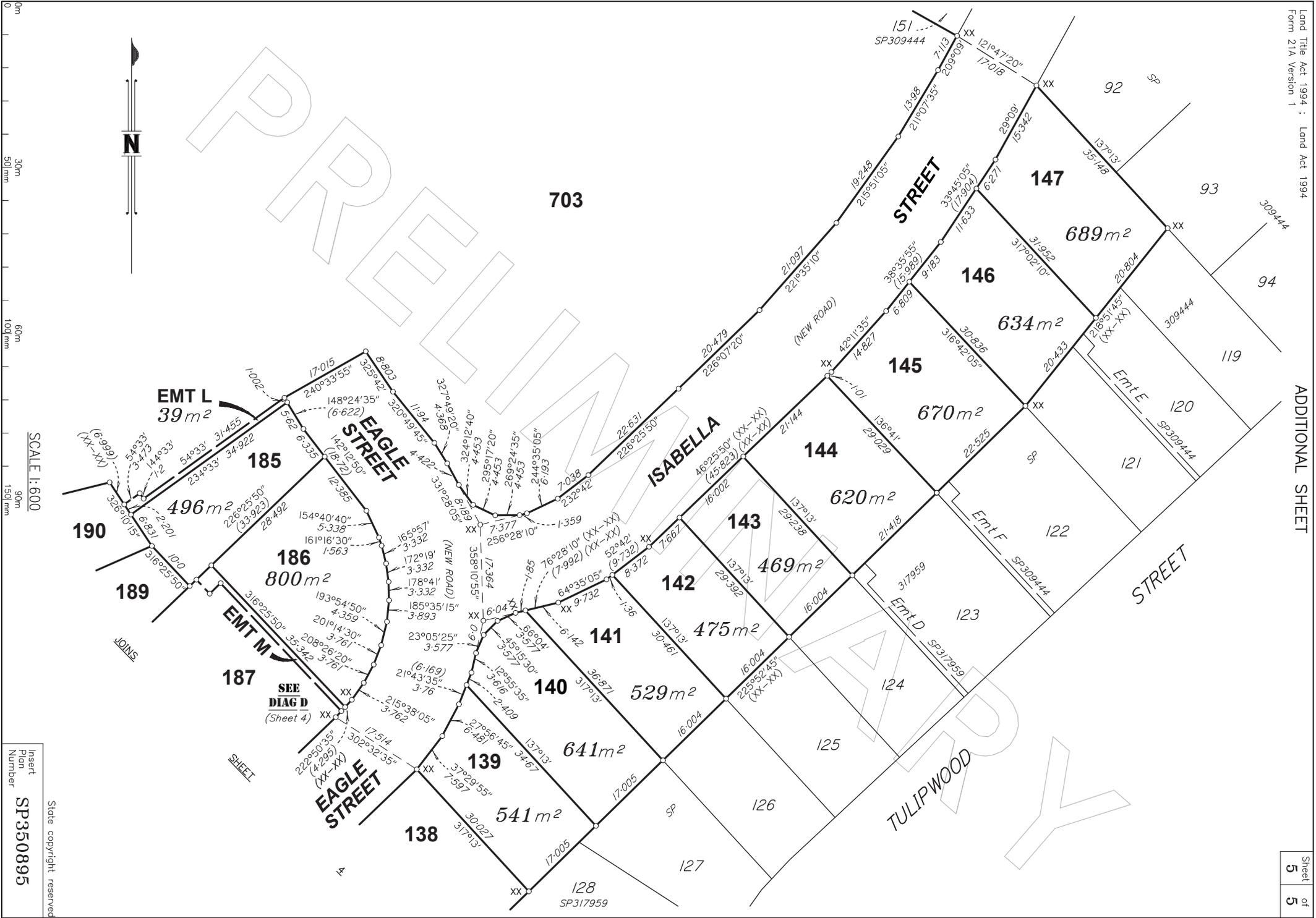
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ADDITIONAL SHEET



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State copyright reserved

**SCHEDULE 4
BUILDING COVENANTS**

Building Covenants

1. GENERAL REQUIREMENTS

- 1.1 These are the building covenants referred to in the special conditions contained in the annexed contract of sale.
- 1.2 These building covenants apply to the Land and any land lots created through subdivision of the Land.
- 1.3 Capitalised terms unless otherwise defined used in these covenants have the same meaning as used in the annexed contract of sale except that reference to "Land" includes the Land and any land lots created through subdivision of the Land.
- 1.4 The Buyer acknowledges that:
 - (a) the Seller has a planned residential development at known as "Forest Brook" (**Estate**), the object of which is to establish a modern and well-designed housing estate, and the Land forms part of the Estate; and
 - (b) it is desirable for protection and interests of all Buyers of land situated in the Estate for these covenants to make provision in relation to the nature, type of construction and improvements that may be erected on all land in the Estate.

2. APPROVAL PROCEDURES

- 2.1 The Buyer must comply with the following approval sequence:
 - (a) the covenant approval provisions in clause 3; and
 - (b) the local authority or private certifier approval provisions in clause 4.

3. COVENANT APPROVAL

- 3.1 Prior to commencement of any work on the Land, including any site works, excavation or building works on the Land, the Buyer must obtain the Seller's written approval (**Covenant Approval**).
- 3.2 The Buyer must deliver to the Seller drawings and specifications of the work intended to enable the Seller to determine the nature of the construction and for the Seller to consider giving Covenant Approval. These drawings and specifications must comply with these covenants.
- 3.3 The Buyer must not submit any drawings or specifications of the intended works to the Local Government or a private certifier unless it has obtained Covenant Approval.
- 3.4 Any Covenant Approval given by the Seller is subject to the Buyer complying with all these covenants.

4. LOCAL AUTHORITY OR PRIVATE CERTIFIER APPROVAL

- 4.1 Upon the Buyer receiving the Covenant Approval from the Seller the Buyer must submit identical documents submitted for Covenant Approval to the Local Government or a private building certifier for building approval.

5. BUYER'S OBLIGATIONS

- 5.1 The Buyer must comply with:
- (a) these covenants;
 - (b) the Design Guidelines attached to this Contract as Schedule 5; and
 - (c) all the conditions of the Covenant Approval imposed by the Seller.
- 5.2 The Buyer is only entitled to transfer, assign, or otherwise deal with its interest in the Land if the Buyer obtains a deed from the other party undertaking to be bound by these covenants.
- 5.3 The Buyer agrees not to reconfigure the Land without the prior written approval from the Seller. The Seller may grant or refuse such approval or grant such approval subject to such conditions as the Seller may determine in its absolute discretion.
- 5.4 If the Buyer fails to comply with these covenants, then the Seller may, in addition to its other rights and entitlements:
- (a) enter onto the Land;
 - (b) remove, store or dispose of any structure or article contravening these covenants;
 - (c) perform such work on the Land as may be necessary for the purpose of having the structure or article comply with these covenants;
 - (d) recover the costs of such action from the Buyer on demand.
- 5.5 The costs referred to in paragraph (d) above include the costs of removal, storage and disposal.
- 5.6 The Buyer indemnifies and must keep indemnified the Seller against all costs, claims, damages and charges of whatsoever nature and kind and howsoever arising out of or incidental to any breach of these covenants.
- 5.7 The Buyer acknowledges that the Seller may in its absolute discretion relax, vary, exclude or not enforce these covenants against any owner of land in the Estate. The Buyer releases the Seller from all liability, claims or damages whatsoever from any action so taken in so acting.
- 5.8 The Buyer acknowledges that the Seller and its workmen or contractors may enter upon the Land at any time to ensure compliance by the Buyer with their obligations under these covenants.
- 5.9 If the Buyer wishes to erect any additions and extensions (including, new verandas, pergolas, sheds, swimming pools, retaining walls and garden structures) on the Land, the Buyer must comply with these covenants in respect of those additions or extensions, including applying for the Seller's prior approval for erection of those additions or extensions in accordance with these covenants.

6. USE

- 6.1 The Land shall only be used for private residential dwellings in accordance with the requirements of the Local Government.

7. DESIGN REQUIREMENTS

- 7.1 The Buyer must comply with the Design Guidelines attached to this Contract as Schedule 5.

8. BUILDING CONTRACT INCLUSION

- 8.1 The Buyer must ensure that any building contract entered into by the Buyer for the construction of a home, garage, shed, fence, swimming pool, or any other structure on the Land contains a clause that states:

“The Builder must comply with the requirements of Forest Brook Design Guidelines for the duration of the works under contract and will not commence work on the site unless he has obtained a copy of the letter or approval to commence the works issued by the Seller.”

9. SIGNS

- 9.1 Only one “Builders” sign and one “For Sale” sign may be erected on the Land at any one time. Handwritten signs are not permitted. The Buyer irrevocably authorises the Seller to enter upon the Land and remove any advertisement, hoarding or sign erected on the Land in contravention of this clause and indemnifies the Seller for any such costs incurred in doing so.

10. CONSTRUCTION TIME & CONTINUITY

- 10.1 Total construction time of the main building shall not exceed twelve (12) months after the commencement of work and must be completed within twenty-four (24) months of the Settlement Date.
- 10.2 No building works shall be left incomplete or without substantial work being carried out for a period longer than three (3) months.

11. SITE CLEANLINESS

- 11.1 The Buyer must keep the Land in a neat and tidy condition and free of weeds and rubbish before, during and after Building Works. No excavation material, trees, rubbish, builders’ waste or other substances whatsoever shall be deposited or held on the neighbouring land or roadways at any time.
- 11.2 A waste bin or enclosure shall be provided onsite for the duration of the construction period for collection of Builders’ rubbish and be emptied as waste accumulates. Builders must abide by all Environmental Protection Agency Legislation. Builders must erect erosion and sediment control barriers on the site to prevent discharge into drains and waterways once the initial site works have been commenced.

12. STREET TREES AND ADJOINING STRUCTURES

- 12.1 Street trees, paving and turfed surfaces or structures adjacent to the Land are to be protected by the Buyer for the duration of construction and if damaged or removed during construction are to be replaced by the Buyer at their expense.

13. TREE REMOVAL

- 13.1 Trees on neighbouring land must not be removed, disturbed or damaged.
- 13.2 Fallen trees, logs and branches must be removed from the Estate and must not be placed onto neighbouring land.

- 13.3 Native bushland areas or public parks are not to be entered, altered or disturbed, or used for access and storage.

14. EXCAVATION

- 14.1 Spoil from excavation or fill material shall not be placed on or removed from, neighbouring land.
- 14.2 Excavation or fill may not exceed 1200mm in height from the natural ground level of the land without the approval of the Seller.

15. DRAINAGE

- 15.1 Stormwater shall be discharged to the street kerb or drain provided.
- 15.2 Surface water must not be directed onto neighbouring land.

16. NO TEMPORARY STRUCTURES

- 16.1 Dwellings/buildings from another site, mobile homes, temporary structures, tents or anything that could be an eyesore must not be brought onto or erected on the Land.

17. GENERAL MAINTENANCE

- 17.1 At all times, the Buyer must:
- (a) keep the land clear of excessive weeds by mowing;
 - (b) maintain the Land in an acceptable state and free of rubbish and garbage;
 - (c) not dump, store or leave on the land any spoil, building or other materials;
 - (d) not park vehicles on the Land other than in designated positions on sealed surfaces.
 - (e) conceal from view any vehicles not registered and/or in good repair.

18. CARAVANS, TRAILERS, BOATS AND COMMERCIAL VEHICLES

- 18.1 Caravans, trailers, boats and commercial vehicles parked or stored on the Land must be screened from public view behind the main residence building setback line by fencing gates or dense landscaping.
- 18.2 Commercial vehicles larger than those detailed by the Local Government laws shall not be parked on the Land or in the Estate.

19. GENERAL MAINTENANCE COMPLIANCE

- 19.1 If the Buyer fails to comply with clauses 17 or 18 then the Seller may issue a notice of non-compliance to the Buyer, giving notice to remedy within 14 days of receipt of such notice (**Notice of Non-Compliance**).
- 19.2 If the Buyer fails to comply with the Notice of Non-Compliance, the Seller may employ a contractor to remedy the breach. The Buyer must indemnify the Seller for such costs incurred in doing so.

20. CONTINUING MAINTENANCE

- 20.1 After completion of the works approved under these covenants, the Buyer must maintain the landscaping and lawns within the Land and that part of the landscaping which extends from the street alignment to the kerb line.

21. INCONSISTENCIES

- 21.1 To the extent that there is any inconsistency between the provisions of this Schedule 4 and the Design Guidelines attached to this Contract as Schedule 5, the provisions in the Design Guidelines attached to this Contract as Schedule 5 shall prevail.

**SCHEDULE 5
DESIGN GUIDELINES**



FOREST BROOK

AT COLLINGWOOD PARK



DESIGN GUIDELINES

REV A | NOVEMBER 2024

1. Intent

1.1 Design Guidelines - Intent

These Design Guidelines have been created to ensure the ForestBrook development, as a whole, achieves a consistent vision and that landscaping, build quality and finish are maintained through the life of the development.

These guidelines are intended to:

- Specify the landscape character and intent for the ForestBrook estate;
- Govern and inform the individual siting requirements for all lot types and built form product;
- Identify finishes and materials within building facades to maintain a high quality of build throughout;
- Specify preferred fencing types and treatments to ensure quality of street appeal;
- Explore the process for submitting and receiving approval for your new home.

These design guidelines have been created to aid in the design of a

“ diverse community with the objective of providing high quality streetscapes and neighbourhood while ensuring your home and your future neighbours’ homes work together in harmony. ”

SKF Development, together with the estate marketing agent, will assess each proposal on a case by case basis to ensure a high standard of living for residents and safeguard your investment in your new home.



2. Approving your home

2.1 Step 1 – Design Stage

Once you have purchased your allotment:

- Check all allotment details (width, depth, easements);
- Meet with your preferred builder/architect for your house design;
- Check extra controls for your relevant lot (eg. double storey construction).

2.2 Step 2 – Documentation

- Prepare documentation covering all points in the design guidelines & PoD;
- Ensure all items identified on the document checklist (Appendix B) are prepared;
- All documentation is to be submitted electronically to the Design Review Panel (DRP) via: covenant@forestbrook.com.au

2.3 Step 3 – Developer Review

- Address any additional information requested by DRP.

2.4 Step 4 – Local Authority Approval

- DRP have issued written approval;
- Issue all documentation to Ipswich City Council or to a private certifier to obtain planning approval and building certification.

2.5 Step 5 – Build Your Home

- Ensure your builder is aware of their responsibilities (Appendix C);
- Your builder has a copy of all approved documentation prior to commencing works. to obtain planning approval and building certification.



3. Guideline Elements - Site Planning & Building Orientation

3.1 Site Planning & Building Orientation

Site planning and building orientation should consider the following key factors:

- Location of the Built to Boundary Wall;
- Slope of the finished allotment;
- Views and vistas;
- Location of services / easements;
- Solar orientation to maximise the environmental benefits;
- Maximum site coverage allowable for your allotment.



Guideline Elements - Site Planning & Building Orientation cont

3.2 Building Setbacks

Building setbacks are measured to the outermost projection of the dwelling. The outmost projection is measured to the outside face of the fascia, or to the roof structure where there is no fascia.

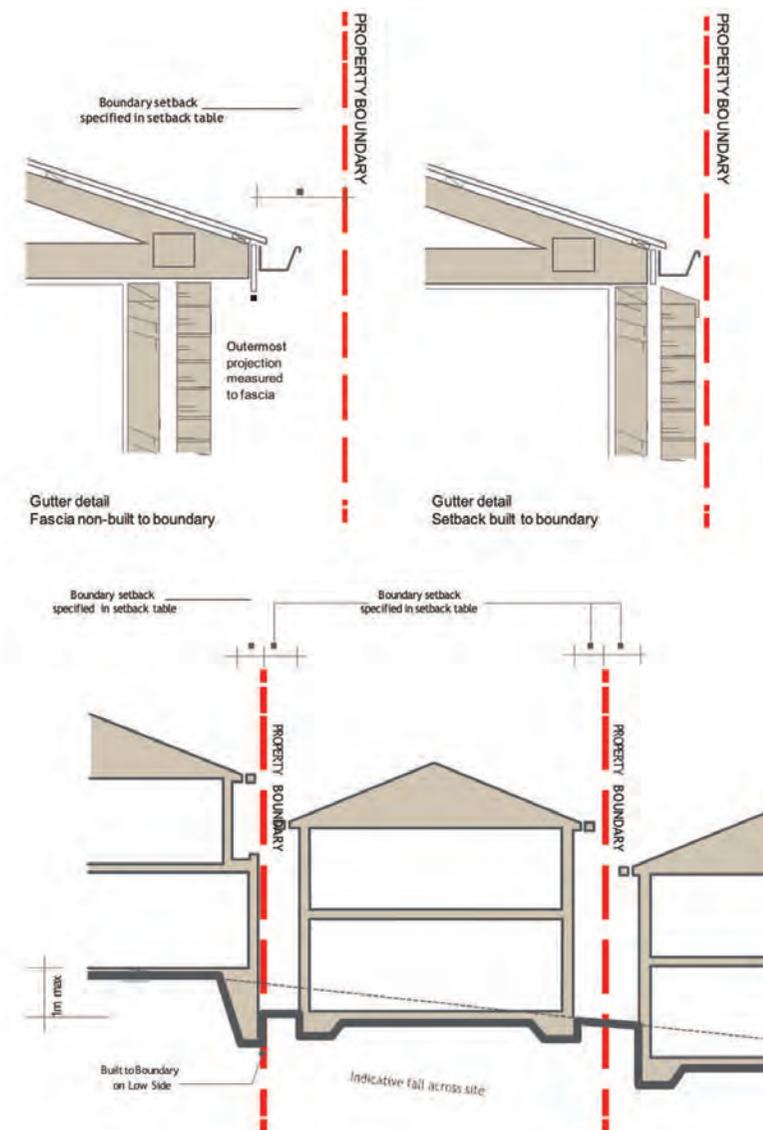
The maximum building envelope will be determined from the distance whichever may be greater of:

- either the Plan of Development and in accordance with the Queensland Development Code; and/or
- any services requiring exclusion zones; and/or
- registered easements.

If your allotment doesn't have, or you choose not to build to your boundary, the side setback for your allotment size applies.

If you build a built to boundary wall on an allotment, it must have foundations deep enough to allow the adjoining allotment to be cut to an appropriate depth if required.

Eaves (except for on a built to boundary wall) should not encroach within 450mm of the side or rear boundaries. Gutters must not extend beyond the boundary of the allotment.



Boundary Setbacks for Sloping Allotments

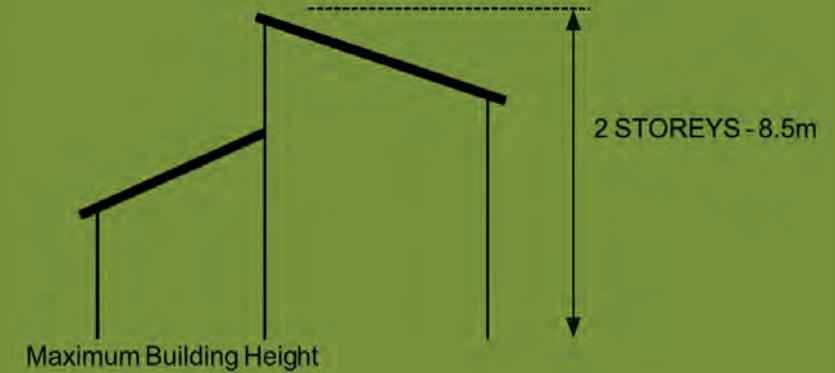
Guideline Elements - Site Planning & Building Orientation cont

3.3 Building Heights & Articulation

Buildings can be built to a maximum of 2 storeys or 8.5m in height.

Buildings should incorporate articulation into the facades to enhance the streetscape to form interesting avenues. These articulations should be a minimum step of 0.9m.

The amenity of your home will be greatly enhanced by the correct location of your private open space, and solar orientation will maximise the environmental benefits. Correct orientation assists passive heating and cooling, which will greatly improve your living comfort levels and decreased energy bills.



3.4 Sustainability and Comfort

SKF Development supports and encourages all efforts made to reduce a household's impact on the environment, particularly by limiting the overall energy and water consumption of the household.

Consideration of the following principals of ESD is encouraged:

- Where possible, orientate living area(s) to the north;
- Design to take advantage of passive solar heating and cooling:
 - Maximise north facing walls and glazing;
 - Provide reasonable shading of north facing windows;
 - Minimise east and west (in particular) orientated glazing;
 - Orientate your home to catch prevailing breezes and take advantage of cross ventilation (including internal doors);
 - Include eaves;
 - Consider landscaping to provide shade.

Guideline Elements - Site Planning & Building Orientation cont

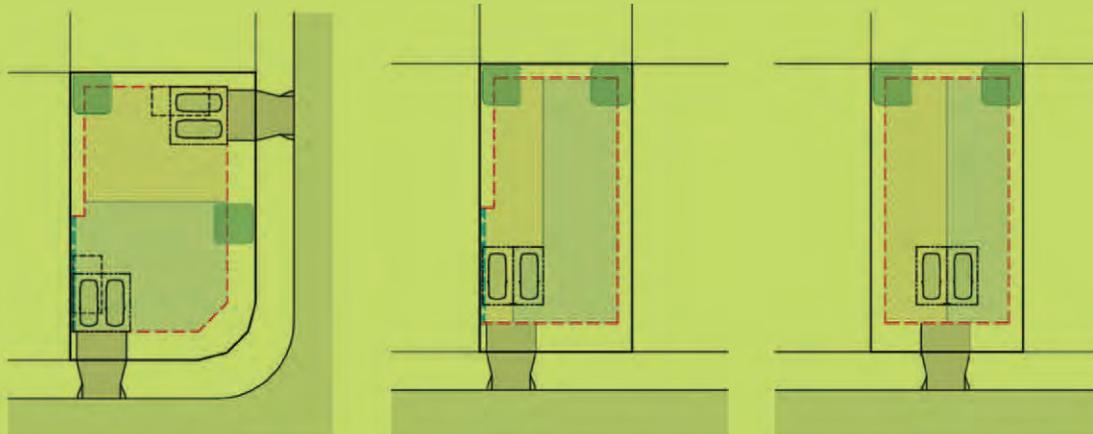
3.5 Dual Occupancy (Auxiliary Units)

Dual occupancy dwellings are consistent with the requirements of QDC MP1.3.

The use of varied roof lines and facade treatments assist in the visual aspect of dual occupancy dwellings to ensure the dwelling is complementary to the street.

For dual occupancy dwellings that are in the middle of a block (not on the corner) a single/tandem garage for each dwelling with a shared driveway with a maximum width of 6m at the boundary is required. While a corner dwelling may have a double garage on both street frontages.

Dual occupancy dwellings must also have an outdoor living space for each dwelling with the same requirements as a standard dwelling. A clearly defined letterbox for each dwelling is also required.



CORNER - DUAL OCCUPANCY

REGULAR LOT WITH BUILT TO BOUNDARY OPTION

REGULAR LOT NO BUILT TO BOUNDARY OPTION

Legend

- - - Maximum Building Location Envelope
- Mandatory Built to Boundary Wall
- - - Optional Built to Boundary Wall
- Preferred Private Open Space Location
- Preferred Double Garage Location (with Single Option)
- Preferred Single Garage Location (Built together)
- Indicative Driveway 5.

4. Guideline Elements - Building Design

4.1 Garages

The garage door width is to be a maximum of 6m or 50% of the street frontage whichever is the lesser. Garages are to be complementary to the character of the dwelling in colour, material and form.

If a double garage is constructed, it may be built 3m from the front boundary which is in-line with the living areas, however it is encouraged that all garages be constructed behind the main facade of the dwelling to assist in articulation.

Single garages need to be built at least 4.9m from the front boundary.



4.2 Roofs

Roofs are to be a simple composition of shapes with the use of architectural elements to create interest in the elevations.

Roof materials are limited to natural non-reflective colours, overly bright colours will not be permitted as they cause reflection and a lack of visual amenity to adjoining home owner's and may interfere with a person's use and enjoyment.

Dwellings are to provide eaves with a minimum depth of 450mm to the majority of the home. All gutter and downpipe treatments must complement the materials and design of the dwelling.

Guideline Elements - Building Design cont

4.3 Facade Treatments

Dwellings are to be constructed to reflect contemporary Queensland architecture and have regard to the climatic conditions of the area. Dwellings should incorporate a variety of materials to the facade of lightweight and solid materials in order to assist in providing articulation.

The exterior wall, roof, window and trim colour of the dwelling must complement the natural environment.

Earthy, natural, muted hues and tones are to be used in conjunction with complementary trim colours and materials or feature elements. Bold, bright colours or materials are not acceptable. This requirement is to ensure that any reflection or glare from any exterior surfaces to the surrounding houses is kept to a minimum.



Dwellings must incorporate a highly visible and well-defined front entry through such elements as:

- front facing entry doors;
- gatehouse;
- feature walls.
- oversized entry doors;
- separate pedestrian entry;

5. Guideline Elements - Landscaping

5.1 Retaining Walls

When planning your home, you should minimise the earthworks and retaining required. This will result in several benefits including reduced impact on neighbouring homes, existing structures and services, better drainage and maintaining visual amenity of the retaining wall to the street.

No cut or fill of more than 1m is permitted. Retaining walls are to be a maximum of 1m high. This excludes retaining walls within the building or developer retaining walls.

Proposed retaining walls are located wholly within your lot and designed so as to not impact upon the neighbouring properties.

Retaining walls that are visible from the street are to have landscaping between the proposed wall and the street to soften the appearance of the wall.

All retaining walls are to be constructed in accordance with local government requirements and Australian Standards.

Fencing must be located on the high side of the retaining wall where possible.

Full details of heights, materials and location of all retaining walls and embankments are to be submitted for review.



Indicative landscaping & retaining wall frontage requirements

5.2 Front Fencing

Front fencing is any fence that is forward of the main building line or garage.

The materials and finishes used must be complementary to the dwelling. Where timber fencing is proposed, it must be painted or stained.

Where masonry is proposed, it is to be painted or rendered and is to include feature elements (i.e. stained timber or painted metal battens). Refer Figure 2.

All front fence designs must be submitted to the DRP for consideration and approval.

No Colorbond fencing will be considered for front fencing.

Front fences are to return along both side boundaries and connect with the side boundary fence or side wall of the dwelling, as applicable.



Figure 1 - Estate / Entry Fencing Example



Figure 2 - Front Fencing Example

Guideline Elements - Landscaping cont

5.3 Side and Rear Fencing

Side and rear fences must be installed to a maximum height of 1.8m.

Side or rear boundary fences shall be located at least 1 metre behind the adjacent enclosed building line. Tapering of side fences to match front 1.2m height fence must finish behind the building line.

All side and rear fencing is to be constructed of treated 'good neighbour' timber fencing with timber capping ('lapped and capped'). Refer Figure 3. "Closed butted" timber fencing in treated pine is also acceptable.

Colorbond fencing, while not preferred, may be accepted if the location, colour and form of the Colorbond fence is considered appropriate by the DRP.

Fencing with a common boundary to open space must be black 'pool type' fencing to ensure casual surveillance to the open space area. Masonry or hardwood posts can be used to provide a superior design outcome. Alternatively, vertical / horizontal timber / metal 'batten style' fencing, when combined with hardwood or masonry posts' can be proposed as an alternative. Refer Figure 4.



5.4 Secondary Frontage Fencing (Corner Lots)

Fencing to secondary frontages, where a corner lot, is to generally follow the requirements identified under Side and Rear Fencing requirements, but with the following exceptions:

- If a front fence is also proposed, then a return of the front fence is to occur back towards the house connecting to connect with the secondary frontage fencing;
- The front fencing return is to connect with the secondary frontage fencing at least 1 metre behind the adjacent enclosed building line;
- If a solid fence is intended, then materials are to be painted or stained treated timber with hardwood posts;
- To reduce impacts to the street, solid fencing to the secondary street frontage is to incorporate a 0.75m deep offset from the main fence line every 7.2m in lineal length. The offset is to be a minimum of 3m in length and planted with shrubs at least 0.3 metres in height at time of planting.



Guideline Elements - Landscaping cont

5.5 Driveways

Only one driveway is permitted per dwelling and street frontage. The driveway must be constructed of either pavers, coloured concrete, textured concrete or exposed aggregate finishes. Gravel, grass, concrete track, timber sleeper, raw grey concrete, loose dirt and turf cell are unacceptable driveway finishes.

The driveway must be located 0.5m from the side boundary with landscaping between the driveway and the boundary if a built to boundary wall is constructed. If the dwelling doesn't have or utilise the built to boundary wall the driveway must be built biased to the side closest to the boundary.

The vehicle crossover is to be in line with the Council requirements.



5.6 Planting Design & Species

When submitting a landscape plan for approval, the following must be considered.

Select plants should be suited to the local climate and rainfall. Native species that have evolved in your region are best adapted to cope with local conditions. As the Ipswich area is in sub-tropical South East Queensland, there are a number of local native species as well as appropriate exotic plants that grow well in the local soil types.

The design and presentation of your front yard can not only improve the presentation and value of your home but can help to improve the quality and appearance of the street in which you live.

A well designed and maintained front yard helps to promote community pride and create awareness of the importance of the landscape in people's homes and lives. When designing your front yard the following must be considered in maximising presentation, access and amenity aspects:

- Design planting and paths to address the different levels of access into your home;
- Place trees to provide shade and screening to rooms at the front of the house;
- Ensure planting selection and garden bed location offer clear views and surveillance opportunities to the street;
- Look to maximise colour and texture opportunities to highlight the architectural form and features of your home.



Guideline Elements - Landscaping cont

5.7 Front Yard Landscape Design

All lawn areas must be turfed or landscaped within 1 month of the practical completion of the dwelling. You must maintain all trees, shrubs, gardens and turf in good condition. If you do not adequately maintain the turf, the Developer may arrange, at its sole discretion, to have the turf replaced, and you must reimburse the Developer for the costs incurred by the Developer.

The Front Yard Landscape Package is intended to include the following:

SOFTSCAPE: A minimum of 50% of the front and secondary frontage (where not fenced) property boundaries are to contain turf, planting beds which are mulched and containing a mixture of shrubs, plants and trees. Synthetic turf will be considered by the DRP on a case by case basis.

HARDSCAPE: The use of feature pavers and pedestrian pathways, which are separate to the driveway entry, is encouraged. Decorative rocks, stonework and pebbles will also be considered where integrated into the landscape design. Plain road base type material, including crushed rock, is not allowed.

FEATURE VEGETATION: In addition to the softscape requirements, a minimum garden area of 10m² is required. As a minimum, this area is to contain one (1) large feature tree (100ltr pot minimum) and is to contain ground covers, shrubs and other plants. All garden areas are to be mulched or provided with decorative pebbles / stones.

GARDEN EDGING: Where proposed, garden edging is to be complementary to the overall estate's landscape character.

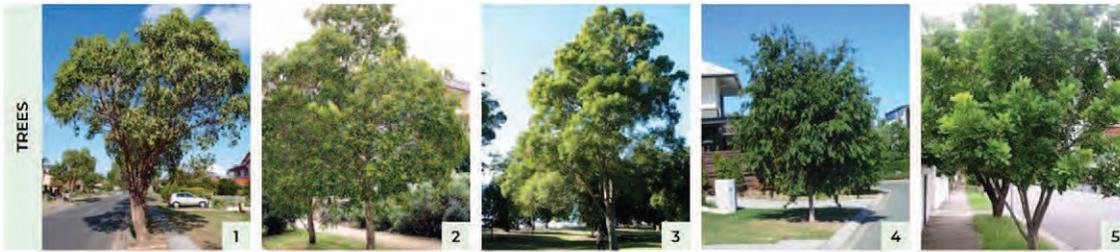
LETTERBOX: supply and install letterbox and stepper pavers complementary to the estate's landscape character in accordance with the Ipswich City Council endorsed Design Guidelines, which may be amended from time to time.

A **LANDSCAPING PLAN** matching the above requirements must be submitted to the Developer for approval prior to construction commencing. Front yards are to be maintained to an acceptable level by the owner otherwise the developer reserves the right to take necessary remedial works at the owner's cost.

Vacant lots are to be maintained by the owner (weeds, grass max 300mm high), and kept cleared and free of rubbish. Failing this, the developer will maintain the lot and the cost will be reimbursed by the owner.



Guideline Elements - Landscaping cont



- TREES**
1. Lophostemon confertus
 2. Tristaniopsis luscious
 3. Elaeocarpus obovatus
 4. Waterhousia floribunda
 5. Cupaniopsis anacardoides
- SHRUBS**
1. Cordyline rubra
 2. Strelitzia reginae
 3. Westringia wynyabbie gem
 4. Acmena Allyn Magic
 5. Syzygium big red
 6. Banksia spinulosa
 7. Metrosideros Fiji Fire
 8. Banksia robur
 9. Ficus green Island
 10. Callistemon great balls of fire
 11. Banksia oblongifolia
 12. Callistemon 'little john'
 13. Melaleuca mini quini
 14. Metrosideros little dugald
 15. Melaleuca thymifolia
 16. Banksia coastal cushion
 17. Callistemon dawson river
 18. Xanthostemon little goldie
 19. Syzygium Cascade
 20. Westringia dwarf
- GROUNDCOVERS**
1. Dianella caerulea
 2. Liriope
 3. Ficinia nodosa
 4. Lomandra
 5. Dianella revoluta
 6. Carpobrotus aussie rambler
 7. Casuarina cousin itt





6. Additional Items

6.1 Use of the Land

An allotment of land on this estate – unless otherwise specified in the Plan of Development – shall be used for a single unit private dwelling and, unless undertaken by SKF Development as part of future stages, cannot be further subdivided.

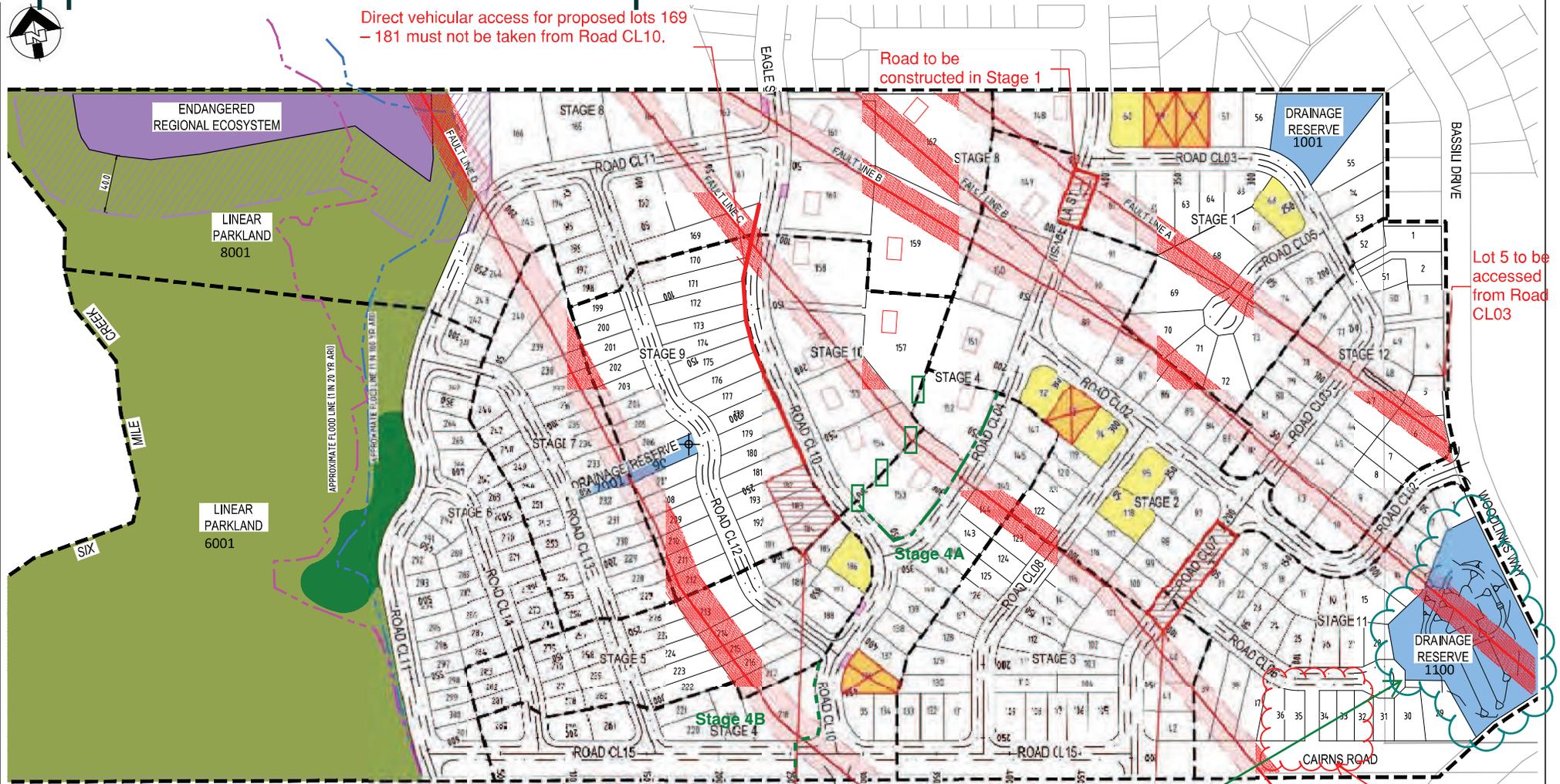
6.2 Right to Vary or Exclude Covenant(s)

SKF Development reserves the right at its discretion to vary or exclude any of the requirements under these Design Guidelines.

Any design proposal which does not strictly comply with the parameters outlined may be assessed on architectural merit or performance based solutions.



Appendix A - Plan of Development



Direct vehicular access for proposed lots 169 - 181 must not be taken from Road CL10.

Road to be constructed in Stage 1

Lot 5 to be accessed from Road CL03

Lots 182, 183 & 184 to be included in Stage 10

Road to be constructed in Stage 2

Stage 11 to be amended as detailed on Plan BRJD 7498-000-74- Sheet 12

Pedestrian connection relocated to between Lots 32 and 33 as shown on the Roadworks & Drainage Plan, prepared by Sedgman and dated 2 November 2018. Pedestrian connection is to be a minimum of 10m wide.

All lots must be capable of containing a building location envelope measuring 9m x 15m and meet relevant boundary setbacks as set out in the Ipswich Planning Scheme.

LEGEND	
	DEVELOPMENT BOUNDARY
	FAULT LINE FAULT LINE BUFFER AREA FAULT LINE BUFFER EXTENTS
	PROPOSED ROAD NOM KERB
	PROPOSED ROAD CENTRELINE
	Q100 FLOOD LINE
	Q20 FLOOD LINE
	INDICATIVE BUS STOP LOCATION
	LOCAL AREA PARK
	LINEAR PARKLAND
	DRAINAGE RESERVE
	ENDANGERED REGIONAL ECOSYSTEM
	ENDANGERED REGIONAL ECOSYSTEM BUFFER AREA ECOSYSTEM BUFFER EXTENTS
	DEWATERING BOREHOLE
	DUAL OCCUPANCY LOTS
	INDICATIVE BUILDING LOCATION ENVELOPE (BLE)

Lots 58, 59, 93 & 136 not approved as future dual occupancy lots

For Approval

COPY/ENHANCE: S:\Projects\1303\1303-DA-001\1303-DA-001.dwg Plot Date: 14 Jan 2015

<table border="1"> <tr> <td>REV</td> <td>REVISION DETAILS</td> <td>DATE</td> <td>APPD</td> </tr> <tr> <td>B</td> <td>LAYOUT REVISED</td> <td>14/01/15</td> <td>[Signature]</td> </tr> <tr> <td>A</td> <td>FIRST ISSUE</td> <td>7/11/14</td> <td>[Signature]</td> </tr> </table>	REV	REVISION DETAILS	DATE	APPD	B	LAYOUT REVISED	14/01/15	[Signature]	A	FIRST ISSUE	7/11/14	[Signature]	SCALE: NOT TO SCALE	CLIENT:	DESIGNER:	APPROVALS: <table border="1"> <tr> <th>DATE</th> <th>DESIGNED</th> <th>CHECKED</th> </tr> <tr> <td></td> <td>JPH</td> <td>COA</td> </tr> </table>	DATE	DESIGNED	CHECKED		JPH	COA	JOB DESCRIPTION: CAIRNS ROAD DEVELOPMENT APPLICATION	DRAWING TITLE: SUBDIVISION PROPOSAL PLAN	ISSUE: NOT FOR CONSTRUCTION PROJECT No: 1303 DRAWING No: 1303-DA-001 REV: B
REV	REVISION DETAILS	DATE	APPD																						
B	LAYOUT REVISED	14/01/15	[Signature]																						
A	FIRST ISSUE	7/11/14	[Signature]																						
DATE	DESIGNED	CHECKED																							
	JPH	COA																							



Appendix B - Documentation Checklist

Minimum Documents Checklist For DRP Approval

Site Plan | Floor Plan | Elevations

including but not limited to:

- Setbacks, building envelope, easements with dimensions (if applicable)
- Location of any retaining walls (if applicable)
- Driveway details, including finish, colour and cross over details
- Bins, air-conditioner/s, letterbox, all ancillary services (clothes line, rainwater tanks etc.)

Dwelling Colour Scheme & Materials

- Main dwelling colour and materials
- Garage door colour and materials
- Roof colour and materials

Landscaping Plan

including but not limited to:

- Hard landscaping areas - planting species
- Details and materials
- Fencing details
- Landscape drainage
- Letterbox to be included in elevation
- Erosion and Sediment Control Plan

PLEASE NOTE: Failure to provide the above information will result in delays for processing. All dimensions should be clearly marked on the plans. Applying this approach to all elements of the Design Guidelines will make for an efficient approval process.

Applications must be sent to: covenant@forestbrook.com.au

Owner's Full Name:

Owner's Address:

Owner's Email:

Lot Details:

Builder Company Name:

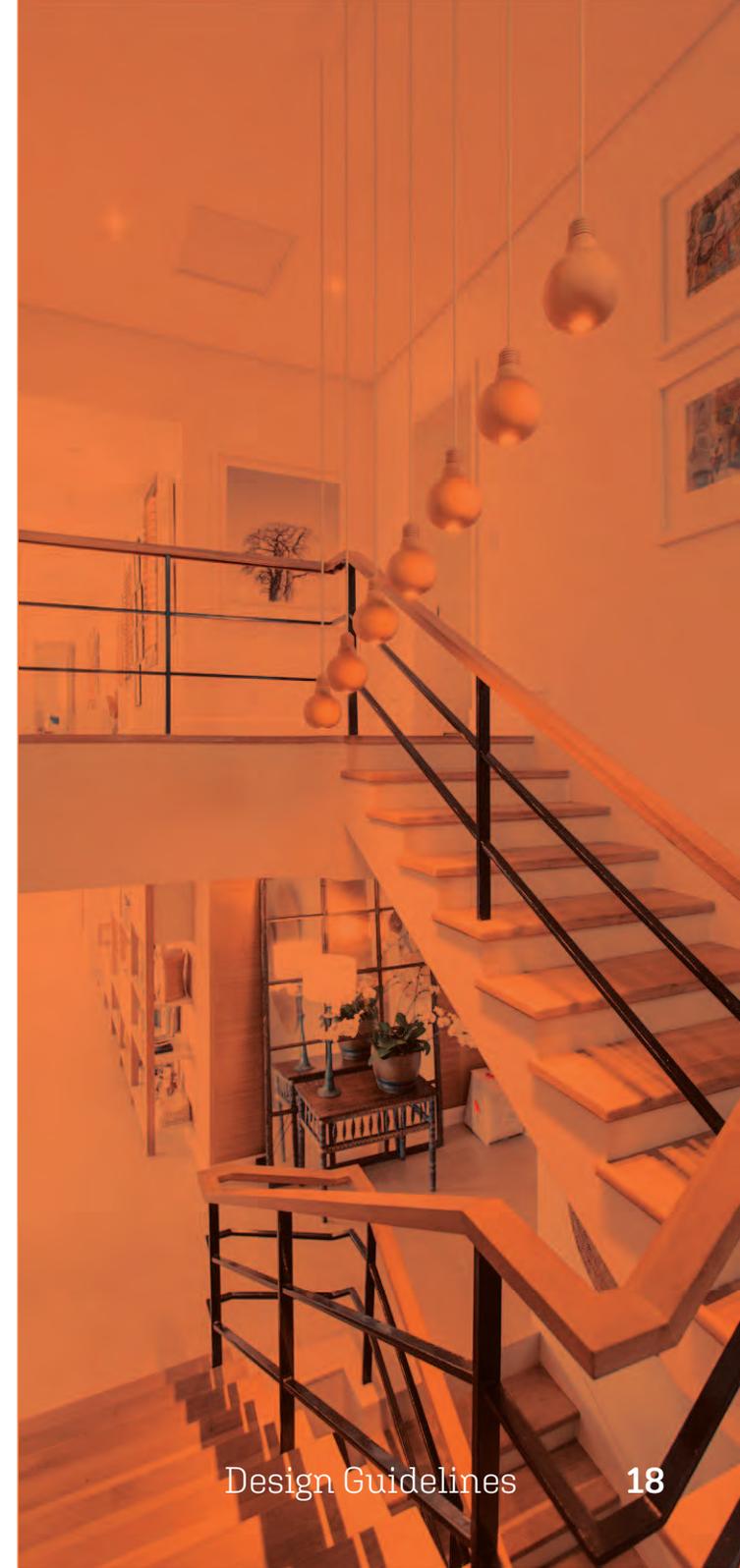
Building Contact Details:



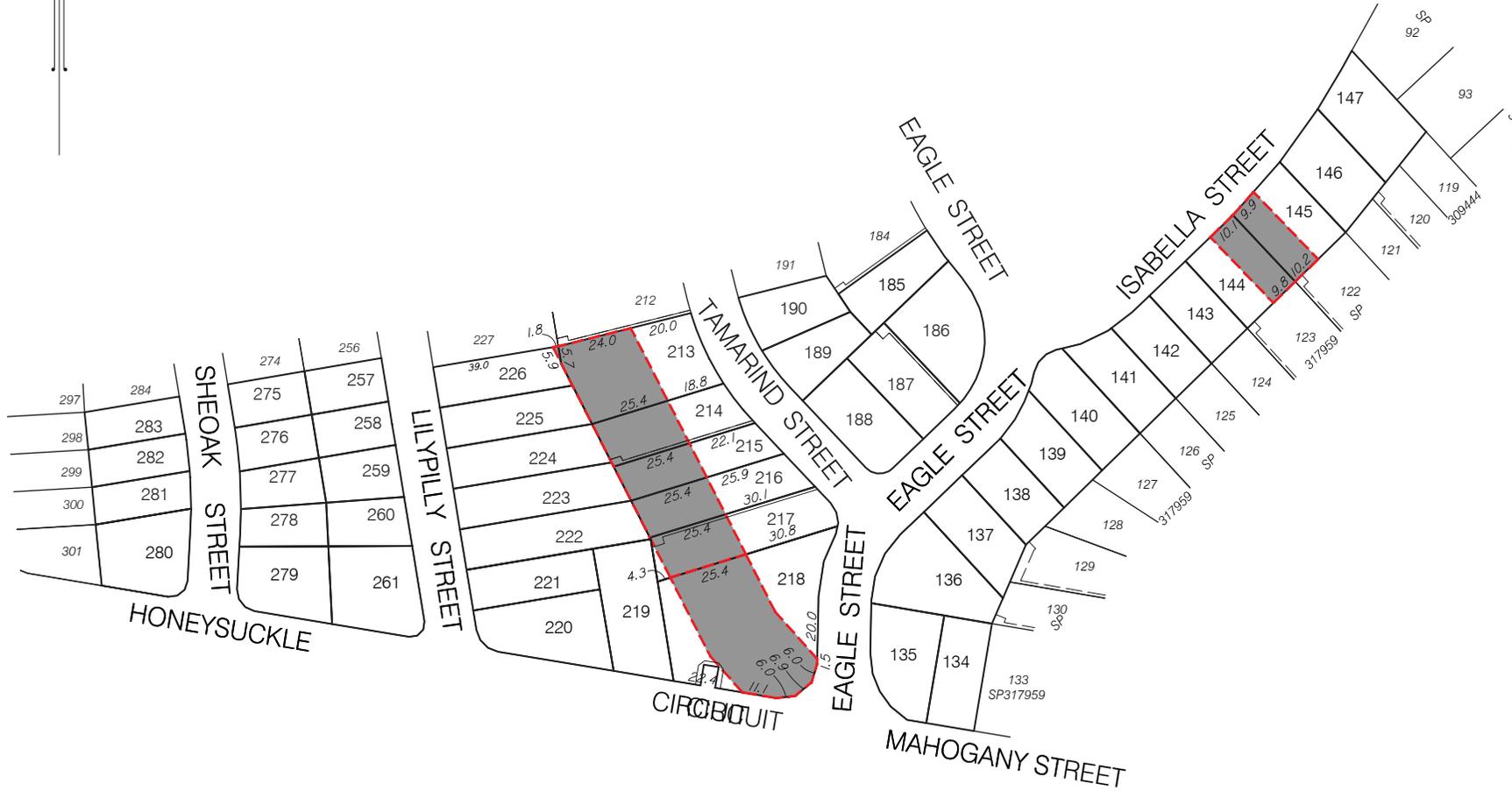
Appendix C - Builder & Owner Responsibilities

Builder and Owner Responsibilities

- The builder is to ensure that all necessary approvals are in place before construction works commence;
- A temporary fence must be erected on site before construction works commence;
- Waste receptacles must not be located on nature strips;
- Provide cages or skips on the construction site for storing/containing product waste;
- Provide silt traps at the entry to stormwater gully pits and sediment fences to all boundaries before construction works commence. An Erosion and Sediment Control Plan is to be submitted to the DRP for approval;
- Provide crushed rock to the driveway to minimise the transportation of mud from sites under construction;
- Sediment and concrete slurry, particularly during slab or driveway pour, is not to enter the stormwater system. To ensure this does not occur, additional sediment and control measures are to be put in place during these critical phases of construction. An Erosion and Sediment Control Plan, identifying options for controlling this, is to be submitted to the DRP for approval.



**SCHEDULE 6
PLAN OF BUILDING EXCLUSION ZONES**



CLIENT	
SKF DEVELOPMENT	
PROJECT	
DEVELOPMENT EXCLUSION ZONE 7001 ISABELLA STREET, COLLINGWOOD PARK STAGES 4 & 5	
LOCAL AUTHORITY	
IPSWICH CITY COUNCIL	
NOTES	
PROPOSED LOTS ARE CURRENTLY DESCRIBED AS PART OF LOT 701 ON SP344046	
	AREA OF DEVELOPMENT EXCLUSION
SCALE BAR	
0m 20 60 100m	
SCALE 1:1500 @ A3	
LANDPARTNERS <i>surveyors and planners</i>	
Brisbane Office Level 1 18 Little Crabb Street Milton Qld 4064 PO Box 1399 Milton Qld 4064	
p: (07) 3842 1000 f: (07) 3842 1001 e: info@landpartners.com.au w: www.landpartners.com.au	
LEVEL DATUM	
-	
LEVEL ORIGIN	
-	
CONTOUR INTERVAL	
-	
DRAWN	CGW
DATE	11/10/2024
CHECKED	LPL
DATE	11/10/2024
APPROVED	CGW
DATE	11/10/2024
UDN	
BRJD7498-002-25-1	

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPARTMENT OF RESOURCES.

SCHEDULE 7
MORETON GEOTECHNICAL SERVICES PTY LTD REPORT DATED 4 FEBRUARY 2015

MORETON GEOTECHNICAL SERVICES PTY. LTD.

PO Box 915 Ipswich 4305

Telephone (07) 3294 6988
Facsimile (07) 3294 6988
Email mgs@gil.com.au

A.C.N. 055 833 120
A.B.N. 24 055 833 120

Ref. 2004/12/11A

4 February 2015

QPG P/L
P.O. Box 3114
Darra
4076

Att. Mr. Con Bassilli

Re: **CONSTRAINT DETAILS FOR THE LOTS IN THE PROPOSED
SUBDIVISION AT CAIRNS ROAD COLLINGWOOD PARK**

1.0 INTRODUCTION

This report, which follows your meeting of 21 July 2014, addresses item 9(a) in Council's letter of 16 July 2014.

This report, which updates our report reference 2004/12/11 of 4 August 2014, forms a supplement to our report reference 2004/12/10 of 7 May 2014 and preceding reports, specifically including report reference 2004/12/05 of 18 May 2008, to which the reader is referred. Specifically, this report provides the constraint details for the latest lot layout which includes the recommended positioning of the mine dewatering borehole in parkland.

Previous studies have identified different mining or mine influence zones, the locations of fault lines and the presence of a deep mine dewatering borehole which have constrained the layout and construction of the proposed residential subdivision now discussed in this report.

This report consolidates information from the previous studies in relation to the finalised layout shown on the attached plan :

Ref. 2004/12/11A

-2-

2.0 BACKGROUND

2.1 MINING ZONES

Previous studies identified five areas with different mining issues as follows:

AREA 1 This area includes gentle to steep slopes beyond the influence (26.5 degrees draw angle) of mining. Mining constraints do not apply in this area. Residential development will however need to address erosion, slope stability, exposed rock and soil reactivity conditions as applicable.

AREA 2 comprises gently sloping land in the influence zone which falls beyond the outer edge of the quasi-stable Striped Bacon Seam pillars. Slab on ground residences utilising flat or waffle raft foundations were considered acceptable for this area.

AREA 3 comprises the moderate to steep slopes along and adjacent to the hill line which is located mainly within the influence area and can be impacted upon by subsidence from the Striped Bacon or Cochrane Seam workings. Surface outcrops of sandstone or shallow bedrock also exist where residual fault movements will not be cushioned by overlying clays. This area is considered suitable for architect-designed or colonial stump type residence only, i.e. residences made of flexible materials. Some minor slab work for garages and carports etc is however considered acceptable provided that flat or waffle raft type slabs are used.

AREA 4 comprises flood plain to mid-slope rising area which can still be impacted on by some subsidence activity. Architect designed or colonial stump residences and slab on ground residences are considered acceptable here provided that the residences are all designed from first principles to cater for the prevailing soil reactivity conditions as well as the following potential subsidence impacts: 1.1mm/m strain, 3.2mm/m compression, and ground tilts in the order of 1 in 180. Flat or waffle raft slabs only should be used for slabs.

AREA 5 comprises the gently sloping floodplain area which is underlain by the Striped Bacon split pillars, some Striped Bacon full pillars as well as the Cochrane Seam pillars. Extremely reactive clay soils are also anticipated in this area which could experience some subsidence activity. At this stage only architect or colonial residences on stumps are considered acceptable, however slab on ground residences may be possible, mainly over the split pillar area, subject to an additional more detailed assessment.

Ref. 2004/12/11A

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2.2 FAULT LINES

Previous geophysical studies identified the outcrop locations of four fault lines (where the faults come to the surface) which have been titled A, B, C and D. Fault B also splits into two towards the northern boundary of this site.

A 20m wide zone sterilised from residential construction (10m either side of the fault line) was recommended for the smaller Faults A, B and C, whereas a 25m sterilised zone for residential construction (10m west and 15m east of the fault line) was recommended for the larger Fault D.

2.3 MINE DEWATERING BOREHOLE

This 320m deep borehole, which is located on the site and connects to two large bodies of underground water, could either be upgraded for future water use or rendered completely safe by appropriate concrete capping. This was to be positioned in parkland or similar i.e. not in a residential lot.

3.0 COMMENT

The attached plan shows the subdivision layout in relation to the positions of the five mining zones, the four fault lines and the accurately surveyed and positioned mine dewatering borehole.

3.1 MINING ZONES

Where two mining zones exist across one lot, then the higher area number will be recommended for the selection of residential structures, e.g. if Areas 4 and 5 span a lot then Area 5 will be the recommended type of construction.

Stump type residences can be used in place of any recommended slab on ground residences if desired or if the topography dictates this or if Council's steep terrain classification requires this.

A covenant or similar mechanism will need to be documented to ensure that the correct types of structures are constructed on each of these lots.

Some changes to the recommended structures may be possible locally, e.g. where flat terrain exists in Area 3, subject to more in-depth analysis.

Ref. 2004/12/11A

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The following are the lots in each of the mining zones:

AREA 1

No lots are fully included in this area.

AREA 2

This area includes Lots 1 to 6, 11 and 48 to 56.

AREA 3

This area includes Lots 7 to 10, 12 to 47, 57 to 102, 114 to 122, 145 to 151 and 162.

AREA 4

This area includes Lots 103 to 113, 123 to 144, 152 to 161, 163 to 219, 225 to 251, 262 and 263.

AREA 5

This area includes Lots 220 to 224, 252 to 261 and 264 to 301.

3.2 FAULT LINES

Certain lots have reduced building areas due to the locations of the fault zones.

A covenant or similar mechanism will need to be documented to ensure that the correct type of residence are constructed only in the unconstrained part of each of the affected lots.

The following are the affected lots:

Lots 5, 6, 9, 10, 13, 14, 37 - 41, 43, 44, 47, 48, 61 - 63, 68 - 74, 76 - 78, 81 - 90, 100, 101, 115, 116, 122, 123, 144, 145, 148 - 150, 152 - 156, 158 - 164, 167, 168, 200 - 218, 226 - 240 and 256.

Ref. 2004/12/11A

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3.3 MINE DEWATERING BOREHOLE

Report reference 2004/12/10 of 7 May 2014 (page 4) gives some details of this 320m deep borehole and its connection to two underground lakes of mine water as well as the water in an open cut approximately one kilometre to the west. Recommendations are also provided in the report, including that the borehole only be positioned on parkland or similar.

The attached plan shows that the mine dewatering borehole is now located on parkland on the western downhill side of the future road between Lots 206 and 207.

Recommended methods to cap this borehole can be provided when its final usage is known.

3.4 CONCLUSION

The information in this report summarises the findings and recommendations of studies that extend back to 2004. This report also provides an overview of the mining-related constraints to the proposed finalised subdivision layout shown on the supplied plan attached to this report. As such this report becomes a controlling document for information, planning, marketing, design, building and other purposes.

Finally, a covenant, or similar mechanism, will need to be documented for each and every lot to ensure that the correct types of residences are constructed on each of the lots, also to ensure that the residences are correctly positioned on fault-affected lots.

4.0 LIMITATIONS

This report, which may contain attachments in the form of plans, borehole record sheets, laboratory test results etc, must be read in its entirety.

The work in this report was produced for QPG P/L and their Associates on the basis of information available at the time of writing. This report will not contain sufficient information for other parties and purposes.

While care has been taken in producing this report, it needs to be said that

Ref. 2004/12/11A

-6-

there will always be some risk associated with building in these settings. Recommendations put forward in this report are aimed at minimising the risk.

This company accepts no responsibility for works which do not fully comply with the recommendations in this report.

MORETON GEOTECHNICAL SERVICES PTY LTD



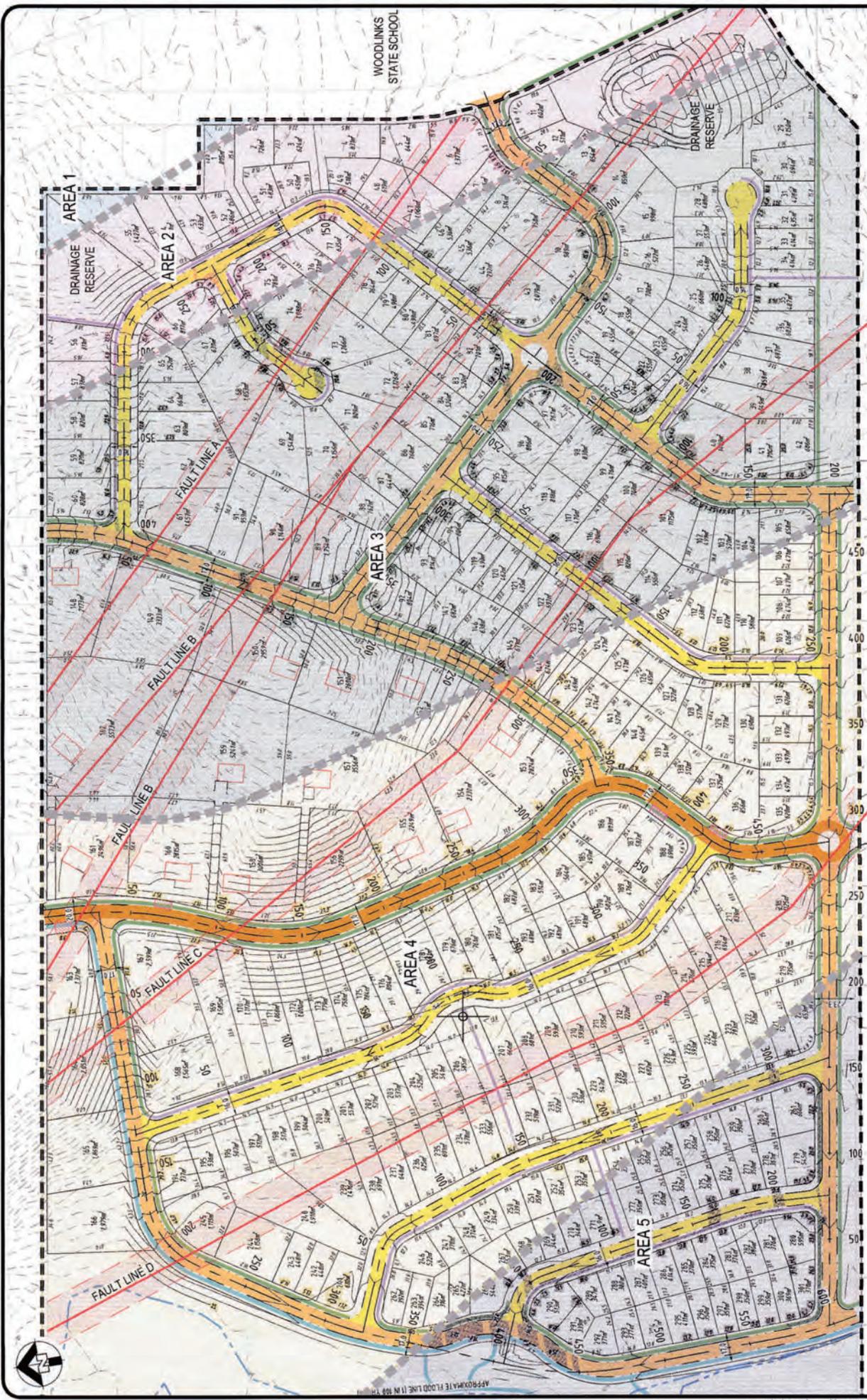
K. B. GRUBB
M.App.Sc., MIE Aust., CP Eng., RPEQ 2811

MGS Ref 2007/12/11A
COLLINGWOOD PARK ESTATE
CAIRNS ROAD - LAYOUT PLAN
MINING CONSTRAINT AREAS

HFR | DKS

NOTE:
MINING INFORMATION ON THIS DRAWING IS INTERPRETED FROM MOBITON
GEOTECHNICAL SERVICES PTY. LTD. REPORT REF. 2006/02/05
MOBITON TAKES NO RESPONSIBILITY FOR ACCURACY OF INFORMATION
SHOWN ON THIS DRAWING.

MINING FOUNDATION RECOMMENDATIONS
REFER TO MOBITON GEOTECHNICAL SERVICES P/L REF. 2006/02/05 AND 2006/26/02
AREA 1 NO MINING CONSTRAINTS
AREA 2 WAFFLE RAFT SLAB ON GROUND TYPE RESIDENCES
AREA 3 STUMP OR PILE TYPE RESIDENCES, MINOR WAFFLE RAFT SLAB FOR GARAGES
AREA 4 STUMP OR PILE TYPE RESIDENCES OR WAFFLE RAFT SLAB ON GROUND TYPE RESIDENCES DESIGNED WITH
THE POTENTIAL SUBSIDENCE IMPACTS. 1.5mm/m STRAIN. 3.2mm/m COMPRESSION AND GROUND TILTS IN THE
ORDER OF 1 IN 100
AREA 5 STUMP OR PILE TYPE RESIDENCE. NO SLAB ON GROUND MAY BE POSSIBLE WITH ADDITIONAL ASSUREMENT



5/17/2012 10:58:11 AM (C:\msdcs\office\m\j\2012\251A11A3-A4D3-41B9-824E-6C6D73EDEC06\1303 SK-034 C.dwg)