



Contract for Houses and Residential Land

Eighteenth Edition

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

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

REFERENCE SCHEDULE

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

Contract Date:

SELLER'S AGENT

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

SELLER

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

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

SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

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

BUYER

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

BUYER'S AGENT *(If applicable)*

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

BUYER'S SOLICITOR■ *or any other solicitor notified to the Seller*

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

PROPERTY

Land:	ADDRESS:				
	SUBURB:	Morayfield	STATE:	Qld	POSTCODE: 4506
		<input type="checkbox"/> Built On <input checked="" type="checkbox"/> Vacant			
Description:					
	On: SP to issue				
Title Reference:	To issue				
Area:	As shown on the Disclosure Plan ■ <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 residential land				
Local Government	Moreton Bay City Council				
Excluded Fixtures:	Nil				
Included Chattels:	Nil				

PRICE

Deposit Holder:	HWL Ebsworth Lawyers		
Deposit Holder's Trust Account:	HWL Ebsworth Lawyers Law Practice Trust Account		
Bank:	Westpac Banking Corporation		
BSB:	034003	Account No:	246634

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

FINANCE

Finance Amount:	<div>■ Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.</div>		
Financier:			
Finance Date:			

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:	Not Applicable	<div>■ If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.</div>
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MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

Refer to:

1. Special Conditions;

2. Easement Schedule; and

3. Disclosure Plan.

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

Tenancies:

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

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

POOL SAFETY

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

- ☐ Yes
- ☒ No

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

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

- ☐ Yes
- ☐ No

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

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

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

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

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

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

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

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- Yes
- No

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

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

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

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

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

SPECIAL CONDITIONS

The Seller and Buyer acknowledge and agree that the following Annexures form part of this contract:

- 1. Annexure A - Seller Disclosure to Buyer;
- 2. Annexure B – Special Conditions;
- 3. Annexure C – No Pre-Contract Representations - Important Notice;
- 4. Annexure D – Building Covenants;
- 5. Annexure E - Deed Poll;
- 6. Annexure F - Acoustic Report;
- 7. Annexure G - Easement Schedule;
- 8. Annexure H - Guarantee and Indemnity;
- 9. Annexure I - Plan of Development; and
- 10. Annexure J - Additional Special Conditions.

Foreign Person	Yes / No	Nationality	[Complete as either Yes or No. If not completed, Buyers are assumed not a Foreign Person.]
Buyer 1			
Buyer 2			
Buyer 3			
Property being acquired for owner occupier purposes (Personal Use) or investment purposes (Non Personal Use)	Unknown		[Complete as either Occupier or Investment. If not completed, assumed Property being acquired for investment purposes.]

SETTLEMENT

SETTLEMENT DATE:	see Special Conditions	■ 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. 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.
PLACE FOR SETTLEMENT:	Brisbane, see Special Conditions	■ If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

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

BUYER: _____ WITNESS: _____

BUYER: _____ WITNESS: _____

BUYER: _____ WITNESS: _____

By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign and if an officer of a company, the company duly resolved to enter into and sign this Contract to buy the Property.

Arbourwood Projects No. 2 Pty Ltd ACN 661 375 113 by its duly authorised signatory

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

SELLER: _____ WITNESS: _____

SELLER: _____ WITNESS: _____

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

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

TERMS OF CONTRACT

FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (f) **"Bond"** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **"Court"** includes any tribunal established under statute;
- (l) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (m) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (n) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (o) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (p) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (q) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (r) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (s) **"ELNO"** has the meaning in the ECNL;
- (t) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (u) **"Encumbrances"** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
- (v) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (w) **"Extension Notice"** means a notice under clause 6.2(1);
- (x) **"Financial Institution"** means a Bank, building society or credit union;
- (y) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (z) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (aa) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (bb) **"GST"** means the goods and services tax under the GST Act;
- (cc) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
- (dd) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.
- (ee) **"Improvements"** means all fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ff) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (gg) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (hh) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) **"Pool Compliance Certificate"** means:
 - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (jj) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (kk) **"Property"** means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;

- (ll) **"Rent"** means any periodic amount payable under the Tenancies;
- (mm) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
- (nn) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (oo) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (pp) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (qq) **"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;
- (rr) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ss) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,

the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2.(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

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

the Deposit Holder must:

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

2.4 Entitlement to Deposit and Interest

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

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank;

and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

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

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount;
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the

total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.

- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of –
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

3. FINANCE

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

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports

(subject to the right of the Buyer to elect to obtain only one of the reports).

4.2 The Buyer must give notice to the Seller that:

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

4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.

4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

5. SETTLEMENT

5.1 Time and Date

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

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
 - (i) the Seller has done this before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the tenants under the Tenancies;

- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturers' warranties regarding the Included Chattels; and
 - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

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

5.7 Consent to Transfer of State Lease

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

6.3 Delay Event

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

- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended;
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) **"Affected Party"** means a party referred to in clause 6.3(1);
 - (b) **"Delay Event"** means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) **"Government Agency"** means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) **"Settlement Obligations"** means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
 - (e) **"Suspension Period"** means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

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

- (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that, at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
 - (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
 - (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

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

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
 - (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:

- (a) the Present Use is not lawful under the relevant town planning scheme;
- (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
- (c) access to the Land passes unlawfully through other land;
- (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
- (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
- (f) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
- (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
- (i) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Compliant Smoke Alarms

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

7.9 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:

- (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;
- provided the resale settles within 2 years of termination of this contract.

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GENERAL**10.1 Seller's Agent**

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

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

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation**(1) Plurals and Genders**

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

(6) Calculating Time

If anything is permitted or required to be done:

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

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

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

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

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

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT**11.1 Application of Clause**

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is

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

11.2 Nomination of ELNO System and Completion of Electronic Workspace

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

11.3 Electronic Settlement

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

Solicitor no later than the Business Day after settlement; and

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

11.4 Computer System Unavailable

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

11.5 Costs

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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



Annexure A SELLER DISCLOSURE TO BUYER

The Seller proposes to carry out the development of the Estate. However, there is no guarantee that the Estate will proceed, or will proceed in the same form as originally proposed.

In undertaking the development of the Estate, the Seller is assuming a range of risks which it cannot foresee or control.

These risks include that:

1. the carrying out of the development of the Estate may be delayed or take an extended period of time;
2. a disaster event may cause significant damage to improvements;
3. a pandemic or other unforeseen event may cause significant delays in carrying out works;
4. consumer preferences change such that consumers desire a different product;
5. planning schemes change which results in required changes to the composition of the Estate;
6. risk that innovation in design and product necessitates a change to the composition or development of the Estate (or any part of it);
7. a contractor becomes insolvent requiring the engagement of a new contractor to complete carrying out works;
8. a change in economic conditions affecting financial viability;
9. the Seller may not obtain or procure the following on terms satisfactory to the Seller (acting reasonably):
 - a) approvals required for development of any relevant part of the Estate concerning the Property;
 - b) sufficient sales of proposed lots to make the Estate financially viable;
 - c) funding to enable construction of any relevant part of the Estate concerning the Property; and
 - d) arrangements with a contractor for the construction of any relevant part of the Estate concerning the Property.

Accordingly, to protect the legitimate interests of the Seller given:

10. the nature of the Property sold (it being sold "*off the plan*");
11. the technical, planning, regulatory, economic and commercial uncertainties set out above; and
12. the relative risks to which the Seller is exposed,

it is necessary that the Contract include terms that:

13. permit the Seller to make changes and variations;
14. grant the Seller rights to terminate the Contract; and
15. limit the ability of the Buyer to object.
16. In particular, the Seller directs the attention of the Buyer to the following Parts and Special Conditions of the Contract:
 - a) Special Condition 1 - Modification to Terms of Contract
 - b) Special Condition 6 - Unreasonable Authority conditions
 - c) Special Condition 7 - Sunset Date
 - d) Special Condition 11 - Seller may terminate until Latest Date
 - e) Special Condition 13 - After Settlement Construction Activities
 - f) Special Condition 14 - Future Applications
 - g) Special Condition 15 - Variation to Balance Estate
 - h) Special Condition 16 - Variation to Land



- i) Special Condition 17 - Buyer must not Object
- j) Special Condition 18 - Services
- k) Part E - Construction Requirements
- l) Part F - Title
- m) Special Condition 33 - Seller extension of Settlement Date
- n) Special Condition 41 - Performance of Contract
- o) Special Condition 43 - Further Acts
- p) Special Condition 45 - Insolvency of Seller - no default
- q) Annexure C - No Pre-Contract Representations - Important Notice



Annexure B Special Conditions

A TERMS OF CONTRACT

1. **Modification to Terms of Contract**

1.1 The Terms of Contract are deleted, amended or added to in accordance with the table below:

Clause No	Deletion, Amendment or Addition
1.1(v) (Definition of Essential Term)	After the words " <i>Essential Term includes</i> " insert the following words: <i>"any term specified in the Special Conditions to be an Essential Term and also includes."</i>
1.1(gg) (Definition of Outgoings)	Delete the words " <i>but excludes</i> " and replace them with the words " <i>and includes</i> ".
1.1(oo) (Definition of Services)	Delete clause. Replace with the following definition: Services includes any services or utility services including water, gas, electricity, communications, data, sewerage and drainage.
2.1(3) (Concerning GST agreement on application of Margin Scheme)	Insert a new clause 2.1(3) as follows: "2.1(3) MARGIN SCHEME (a) <i>notwithstanding clause 2.1(1) of the Terms of Contract, if and to the extent that any part of the Supply of the Property is a Taxable Supply, the Parties agree that, if it is legally entitled to do so, the Seller will apply the Margin Scheme to work out the amount of GST payable on that supply. The Buyer will not receive any Tax Invoice;</i> (b) <i>this clause 2.1(3) does not merge on Settlement or termination of this contract;</i> (c) <i>words starting with a capital letter which are not defined in this clause but which have a defined meaning in the GST Act have the same meaning in this contract; and</i> (d) <i>this clause binds any other entity who is or becomes the supplier or recipient of the supply of the Property or any other supply under or by reason of this contract."</i>
2.3 (Investment of Deposit)	Delete clause.
2.6 (Adjustments)	Delete sub-clauses (2)(c), (3), (5), (6) and (14). Clause 2.6(2) - delete the words " <i>Subject to clauses 2.6(3), 2.6(5) and 2.6(14),</i> " Clause 2.6(4) - delete clause and replace with the following: <i>Land tax will be calculated for apportionment purposes on the basis that, as at midnight on the previous 30th June:</i>



Clause No	Deletion, Amendment or Addition
	<p>(a) <i>if on 30 June the previous year there was a separate valuation for the Land, that the Seller owned no land other than its interest in the Land; or</i></p> <p>(b) <i>If there is no separate valuation for the Land, the Seller owned no land other than its interest in the Base Parcel and the land tax amount for apportionment purposes for the Land shall be determined using the following formula:</i></p> <p style="text-align: center;"><u>Amount x AL</u> AP</p> <p><i>Where:</i></p> <p>Amount = amount of land tax payable on the Base Parcel for the land tax year in which Settlement is to be effected (whether paid or unpaid).</p> <p>AL = area of the Land in square metres.</p> <p>AP = area of the Base Parcel in square metres.</p> <p><i>If the application of the formula above is not possible or results, in the reasonable opinion of the Seller's Solicitor, in an unfair apportionment or adjustment of land tax as between the Parties, then land tax will be adjusted in the manner determined by the Seller's Solicitor, acting reasonably, to achieve a fair apportionment or adjustment."</i></p> <p>Clause 2.6(12) - delete clause and replace with the following:</p> <p><i>"The cost of all Bank cheques payable at Settlement are the responsibility of the Buyer".</i></p>
5.3 (Documents and Keys at Settlement)	<p>Clause 5.3(1)(a) - after the words "after stamping" insert the following words:</p> <p><i>"and registration of any release or withdrawal of any Encumbrances which are required by this contract to be provided by the Seller to the Buyer at Settlement".</i></p> <p>Clause 5.3(1)(b) is deleted and replaced with the following:</p> <p><i>"any instrument necessary to release any Encumbrance over the Land which is not permitted or authorised by Special Condition 28 Title".</i></p> <p>Clauses 5.3(1)(c), 5.3(1)(d), 5.3(1)(e) and 5.3(2) - delete.</p>
6.2 (Extension of Settlement Date)	Delete clause.
7.2 (Encumbrances)	Delete clause.
7.4 (Seller's Warranties)	<p>Clauses 7.4(2)(a) & 7.4(2)(b) - delete clauses.</p> <p>Clause 7.4(4) - after the words "a warranty in clause 7.4(2) or 7.4(3)" insert the following words:</p> <p><i>"and the Buyer is materially adversely affected by the warranty not being correct".</i></p>



Clause No	Deletion, Amendment or Addition
7.5 (Survey and Mistake)	Delete clause.
7.6 (Requirements of Authorities)	Clause 7.6(1) - at the beginning of the clause, insert the following words: <i>"Subject to Special Condition 18 Services and".</i>
7.7 (Property Adversely Affected)	Clause 7.7(1) - delete the words "Contract Date" and replace them with the words "Settlement Date" Delete clauses 7.7(1)(d) & 7.7(1)(f).
7.9 (Dividing Fences)	Insert the words "or to the cost of relocating any fence" at the end of the first sentence and at the end of the clause insert the following words: <i>"The Parties acknowledge that this clause is an agreement made between adjoining owners about a dividing fence for the purposes of section 10 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld) and does not merge on Settlement."</i>
8.1 (Risk)	Delete clause and replace with the following: <i>"The Property remains at the Seller's risk until Settlement at which time risk passes to the Buyer."</i>
8.3 (Seller's Obligations After Contract Date)	Clause 8.3(1) - delete the second sentence of clause. Delete clauses 8.3(2) & 8.3(3).
8.4 (Information Regarding the Property)	Delete clause.
9.6 (Seller's Resale)	Clause 9.6(1) - delete the words "provided the resale settles within 2 years of termination of this contract".
9.9	Insert a new sub-clause 9.9(5): <i>"If the Settlement Date is extended on any occasions(s) by reason of or at the request of the Buyer then the Balance Purchase Price shall, for the purpose of clause 9.9(1) be deemed to have been due for payment on the initial Settlement Date without regard to the extension."</i>
10.9 (Interpretation)	Insert new clauses 10.9(7) to 10.9(9) as follows: (7) Use of the word "including" <i>Including and any similar expressions are not words of limitation.</i> (8) Use of the word "or" <i>In any combination or list of options, the use of the word or is not used as a word of limitation.</i> (9) Use of the word "construction" <i>Use of the word construction includes, where the context requires, the carrying out of civil works.</i>
11.3(4)	Delete clause 11.3(4) and replace with the following:



Clause No	Deletion, Amendment or Addition
(Electronic Settlement)	<p>11.3(4) <i>The Seller will be taken to have complied with clause 5.3(1)(b) if:</i></p> <p>(a) <i>at Settlement the Seller gives the Buyer an effective electronic release of any:</i></p> <p>(i) <i>mortgage; and</i></p> <p>(ii) <i>third party caveat;</i></p> <p>(iii) <i>writ or warrant of execution; and</i></p> <p>(iv) <i>statutory charge recorded on the Title,</i></p> <p><i>which are contained in the Electronic Workspace for Electronic Lodgement with the Queensland Land Registry; and</i></p> <p>(b) <i>after Settlement, any other release of Encumbrance required to be given by the Seller to the Buyer which have not already been given to the Buyer.</i></p>

2. Application of Terms of Contract

2.1 The Terms of Contract apply to this contract unless excluded expressly or by implication.

2.2 The Parties acknowledge receipt of a copy of the Terms of Contract before signing this contract.

3. Additional Definitions

3.1 The following additional definitions apply to this contract:

- (a) **Acoustic Report** means the acoustic report prepared for the Seller which applies to the Land, a copy of which is attached in Annexure F.
- (b) **Approvals** means the necessary permits or approvals for the carrying out of the development of the Stage or the Estate or any part or parts of them.
- (c) **Authority** means any government, body (including any judicial body), person or otherwise having or exercising control over the approval of, carrying out of the development, use or operation of the Estate or the Property (or any part or proposed part of them) including any Services to be provided to them.
- (d) **Balance Estate** means those parts or proposed parts of the Estate, which does not include the Land. For example, if the development of the Estate is staged, the other stages of the Estate comprise the Balance Estate.
- (e) **Base Parcel** means the portion of the Parcel from which the Land is to be or was created, which was registered as a separate indefeasible parcel(s) and on which land tax was levied on the 30 June prior to the Settlement Date.

(f) **Building Covenants** means any building covenants which are attached to or accompany this contract in Annexure D regulating the design and building of improvements on the Land and within the Estate, as varied by the Seller from time to time.

(g) **Claim** includes any claim, cause of action, proceeding, right, entitlement, damages, costs, losses, liability or demand however it arises and whether it is past, present or future, fixed or unascertained, actual, potential or contingent.

(h) **Condition Subsequent** means the condition set out in Special Condition 5.1 **Condition Subsequent**.

(i) **Cost** means any cost, fee, charge, expense, outgoing, payment, liability or other expenditure of any nature including legal fees.

(j) **Deed Poll** means the deed poll which is attached to this contract in Annexure E.

(k) **Disclosure Plan** means the disclosure plan which accompanies the Disclosure Statement.

(l) **Disclosure Statement** means the documents titled **Disclosure Statement** (or similar, including the accompanying Disclosure Plan) given to the Buyer before formation of this Contract.

(m) **Encumbrance Schedule** means the Easement and Covenant Schedule attached to this contract in **Error! Reference source not found.** which sets out the easements and covenants affecting or proposed to affect the Land (and possibly other land or lots within the Estate).



- (n) **Encumbrances** means all registered or unregistered encumbrances including any:
- (i) matter endorsed upon the Survey Plan and any survey plan subdividing the Parcel;
 - (ii) rights and interests reserved in favour of the Crown;
 - (iii) administrative advices or similar dealings;
 - (iv) (encumbrances) in favour of any Authority;
 - (v) conditions of any Approval;
 - (vi) property notes by an Authority;
 - (vii) utilities or utility infrastructure or other systems or services in, or passing through, the Land, and all statutory rights relating to services;
 - (viii) easements benefiting or burdening the Land or the Parcel for:
 - (A) the passage or provision of services; or
 - (B) access;
 - (ix) encumbrances, notifications, easements, restrictions, administrative advices, covenants or other matters or dealings:
 - (A) disclosed to the Buyer prior to the Contract Date by any means;
 - (B) required in order to satisfy the requirements of any Authority; or
 - (C) endorsed on the title to the Parcel or the Title; and
 - (x) statutory encumbrances.
- (o) **Estate** means the estate or proposed estate called Arbourwood of which the Land forms or is intended to form part.
- (p) **Estate Development** means the carrying out of the development of:
- (i) the Estate; and
 - (ii) if the development of the Estate is staged, the Stage.
- (q) **FATA** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- (r) **Finance Condition** means the condition in relation to approval of a loan contained in clause 3.1 of the Terms of Contract.
- (s) **Foreign Interest** means any person within the definition of "foreign person" in FATA.
- (t) **Further Statement** means a further statement for the purposes of Section 13 of the LSA.
- (u) **Guarantee** means the Guarantee and Indemnity attached in Annexure H.
- (v) **Guarantor** means the guarantor/s required by the terms of this contract to guarantee the performance of the Buyer.
- (w) **Latest Date** means 31 December 2024.
- (x) **Latest Date Condition** means the **Latest Date Condition** referred to in Special Condition 11.
- (y) **LSA** means the *Land Sales Act 1984 (Qld)*.
- (z) **Notice** means:
- (i) any notice, request, direction or other communication to be given under or in relation to this contract; and
 - (ii) in the Terms of Contract, Notice may be referred to as **notice**.
- (aa) **Parcel** means Lot 2 on RP190285 with title reference 16470101 and Lot 1 on RP190285 with title reference 16470100 and any other land acquired by the Seller for development as part of the Stage and, where the context permits or requires, includes any land derived from the Parcel. The Land is part of or will be created from the Parcel.
- (bb) **Permitted Variation** means a Variation which:
- (i) viewed objectively, does not have a direct material adverse effect on the use or value of the Land; and
 - (ii) does not result in the Land, once developed and titled, being substantially different to the Proposed Land.
- (cc) **PLA** means the *Property Law Act 1974 (Qld)*.
- (dd) **Promotional Materials** means all marketing materials (including website), models, artists impressions, display boards and similar in relation to the Property or the Estate.
- (ee) **Proposed Land** means the Land prior to its development and titling as shown or described in any of:
- (i) the Relevant Documents; and
 - (ii) where the context requires, a Further Statement.
- (ff) **Proposed Lot** has that meaning given to the term **proposed lot** in the LSA.
- (gg) **Reference Schedule** means the Reference Schedule of this Contract.



- (hh) **Relevant Documents** means this Contract, the Disclosure Statement and any Promotional Materials.
- (ii) **Retaining Wall** means a retaining wall structure on or associated with the Land (including a retaining wall on adjoining land which impacts on the Land) and includes:
- (i) any element or part of the retaining wall structure; and
 - (ii) footings of or batters adjoining the structure.
- (jj) **Schedule 3** means Schedule 3 of the *Telecommunications Act 1997 (Cth)*.
- (kk) **Settlement** means the event of settlement of this contract. In the Terms of Contract, Settlement may be referred to as "**settlement**".
- (ll) **Settlement Date Notice** means the Settlement Date Notice referred to in Special Condition 32.1(a).
- (mm) **Settlement Statement** means a statement which outlines or lists:
- (i) the calculation of the Balance Purchase Price payable by the Buyer to the Seller at Settlement; and
 - (ii) payment directions in accordance with clause 2.6 of the Terms of Contract.
- (nn) **Special Conditions** means the special conditions (if any) annexed to or forming part of this Contract.
- (oo) **Stage** means, if the carrying out of the development of the Estate is staged, the stage of the Estate that includes or is intended to include the Property.
- (pp) **Sunset Date** means the date 18 months after the Contract Date.
- (qq) **Survey Plan** means the survey plan to be registered with the Queensland Titles Registry creating Title.
- (rr) **Terms of Contract** means the accompanying *Terms of Contract for Houses and Residential Land (Eighteenth Edition)* adopted by the Real Estate Institute of Queensland Limited and approved by the Queensland Law Society Incorporated.
- (ss) **Title** means title to the Land.
- (tt) **Utility Infrastructure** includes all utility infrastructure:
- (i) for the passage of any utility or Service; and
 - (ii) by passage of any means or system.
- (uu) **Utility Services** means those Services that are required to be provided by the Seller to or for the Land by the Approvals.
- (vv) **Variations** means changes, variations, reductions, omissions, substitutions or additions to (as the context requires) the Estate, the Balance Estate, the Stage or the Property including those in respect of:
- (i) titling arrangements;
 - (ii) Services and utility supply arrangements;
 - (iii) method of carrying out civil works or construction;
 - (iv) construction materials;
 - (v) number of lots within the Estate, including any stage in it;
 - (vi) number of stages within or proposed to be within the Estate;
 - (vii) omission or reduction of stages or lots within the Estate including not proceeding with the balance stages of the Estate;
 - (viii) facilities;
 - (ix) access arrangements;
 - (x) landscaping;
 - (xi) composition;
 - (xii) density;
 - (xiii) mix of uses;
 - (xiv) design;
 - (xv) improvements;
 - (xvi) levels;
 - (xvii) topography;
 - (xviii) permitted uses;
 - (xix) roads or open spaces;
 - (xx) location;
 - (xxi) layout;
 - (xxii) size;
 - (xxiii) dimensions;
 - (xxiv) area;
 - (xxv) any building envelope within the Estate;
 - (xxvi) the Building Covenants;
 - (xxvii) community facilities within the Estate;
 - (xxviii) descriptions or identification numbers of lots and plans;



- (xxix) number, location, extent and existence of retaining and revetment walls and the manner the retaining and revetment walls are constructed (e.g. battering, etc) and the materials the retaining walls are constructed of; and
- (xxx) addresses – street names and numbers.

(ww) **Withholding Notice** the notice required by and compliant with section 14-255(1) of the Withholding Law.

B CONDITION SUBSEQUENT – PROPOSED LOT

4. Application of part - Proposed Lot

4.1 This part B only applies if the Land is a Proposed Lot on the Contract Date.

5. Condition Subsequent

5.1 This Contract is conditional on the Seller causing a plan of subdivision to be registered with the Queensland Titles Registry (which creates separate indefeasible Title) on or before the Sunset Date (**Condition Subsequent**).

5.2 The Seller must use reasonable endeavours to satisfy the Condition Subsequent by the Sunset Date.

6. Unreasonable Authority conditions

6.1 Special Condition 6.2 applies if an Authority:

- (a) refuses to grant or revokes an Approval;
- (b) grants or proposes to grant (in the case of draft conditions) an approval or permit for the development of the Estate containing conditions with which the Seller is unable or, acting reasonably, not willing to comply, and the Seller reasonably forms the view that the Authority will not grant the approval or permit without those conditions;
- (c) refuses to seal a required survey plan; or
- (d) agrees to seal a required survey plan on conditions with which the Seller is unable or, acting reasonably, not willing to comply.

6.2 If this Special Condition 6.2 applies, then the Seller may terminate this contract by Notice to the Buyer. If this happens:

- (a) the Deposit and any Interest must be released to the Buyer; and
- (b) neither party has any further Claim against the other party.

6.3 The Seller discloses that:

- (a) at the time of entering into this Contract, the Seller may not know all of the conditions, imposed by Authorities to which the:
 - (i) necessary approvals and permits for the development of the Estate may be subject; and
 - (ii) sealing of a survey plan may be subject;
- (b) there may be a variety of reasons why the Seller may be unable or unwilling to comply with particular conditions to which an approval or permit for the development of the Estate or to which the sealing of a survey plan may be subject, including that such conditions may make the carrying out of the development of the Estate (or any part of it containing the Property) commercially or financially undesirable or unviable or unacceptably risky for the Seller; and
- (c) the Seller may refuse to accept conditions to which an approval or permit for the development of the Estate (or any part of it containing the Property) or to which a survey plan is subject, if the Seller makes a good faith judgement that such conditions make the carrying out of the development of the Estate (or any part of it containing the Property) commercially or financially undesirable or unviable or unacceptably risky for the Seller.

7. Sunset Date

7.1 Subject to Special Condition 7.4, Settlement must be effected by the Sunset Date, failing which either party may terminate this Contract by Notice to the other party.

7.2 The Seller must use reasonable endeavours for the Seller to be ready to effect Settlement by the Sunset Date.

7.3 On termination under clause 7.1:

- (a) the Deposit must be released to the Buyer; and
- (b) neither Party has any further Claim against the other Party, other than for prior breaches.

7.4 If Settlement has not been effected because of the default of a party, the party in default has no right to terminate this Contract pursuant to clause 7.1.

8. Notification of satisfaction of Condition Subsequent

8.1 If the Condition Subsequent is satisfied, the Seller must give the Buyer Notice of satisfaction no later than the date 30 days after the date that the Condition Subsequent is satisfied, and, in any event, by no later than 6.00pm on the Sunset Date.



9. **Application of LSA**

9.1 The Seller's right to terminate this Contract under this Part B **CONDITION SUBSEQUENT – PROPOSED LOT** is subject to the provisions of the LSA.

C SELLER'S CONDITION – LATEST DATE

10. **Application of part**

10.1 This part C only applies if the:

- (a) Contract Date is before the Latest Date; and
- (b) Land is a Proposed Lot on the Contract Date.

11. **Seller may terminate until Latest Date**

11.1 The Seller's rights under this Special Condition 11 apply notwithstanding Special Conditions 5.2 and 7.2.

11.2 The Seller discloses to the Buyer as follows:

- (a) in undertaking the development of the Estate, the Seller is assuming a range of risks which it cannot foresee or control; and
- (b) these risks include that the Seller may not obtain or procure the following on terms satisfactory to the Seller (acting reasonably):
 - (i) sufficient sales of proposed lots generating acceptable revenue;
 - (ii) funding to enable construction of the Estate (or any relevant part of it concerning the Property); or
 - (iii) arrangements with a contractor for the construction of the Estate (or any relevant part of it concerning the Property),

and, given these types of matters, it is necessary for the Seller to have the rights in this Special Condition 11.

11.3 At any time up to and including the Latest Date, the Seller may, by Notice to the Buyer, terminate this Contract if, acting in good faith, the Seller reasonably believes that the:

- (a) Seller cannot or will not be able to; or
- (b) continued existence of this Contract may jeopardise the Seller's ability to,

commence or continue with the carrying out of the development of the Estate (or any relevant part of it concerning the Property).

11.4 By way of example only, and without limitation, circumstances entitling the Seller to terminate pursuant to Special Condition 11.3 may include that:

- (a) insufficient sales of proposed lots have been effected during the period up to the Latest Date;
- (b) projections for sales of proposed lots for the period after the Latest Date are insufficient to obtain construction funding on terms satisfactory to the Seller, acting reasonably;

(c) current and projected future sales may no longer generate sufficient revenue (due to rising costs) to obtain construction funding on terms satisfactory to the Seller, acting reasonably;

(d) the proposed construction financier will not consider this contract to be a qualifying pre-sale contract for funding purposes, for example because:

- (i) at the time this contract was entered into the qualifying criteria was not known by the Seller; or
- (ii) time has elapsed since this contract was entered into such that the terms of this contract no longer qualify (Sunset Date is no longer acceptable to financier);

(e) the Seller is of the view that it will not obtain funding to enable the construction of relevant improvements on terms and conditions satisfactory to the Seller;

(f) material increase in the construction cost to carry out the development of the Estate (both during the period up to the Latest Date or projected for the period after the Latest Date) from that originally anticipated by the Seller;

(g) circumstances beyond the Seller's control, including construction costs, materials availability or the regulatory environment, change after launch of the Estate, such that the relevant assumptions set out in the Seller's feasibility analysis are no longer accurate or complete and such change renders the development of the Estate (or any relevant part of it concerning the Property) no longer feasible; and

(h) the Seller is of the view it may not be able to satisfy the Condition Subsequent by the Sunset Date.

11.5 On termination under Special Condition 11.3:

- (a) the Deposit and Interest must be released to the Buyer; and
- (b) neither Party has any further Claim against the other Party.

11.6 The Seller:

- (a) may waive the benefit of Special Condition 11.3 at any time; and
- (b) is taken to have waived the benefit of Special Condition 11.3 if the Seller has not terminated this contract on or before the Latest Date.

12. **Application of LSA**

12.1 The Seller's right to terminate this Contract under this Part C - **SELLER'S CONDITION – LATEST DATE** is subject to the provisions of the LSA.



D ESTATE AND LAND

13. After Settlement Construction Activities

13.1 The Buyer acknowledges that:

- (a) construction of the Estate may not be totally complete at Settlement; and
- (b) further construction of the Estate may be carried out after Settlement,

(After Settlement Construction Activities).

13.2 The Buyer will not Object to:

- (a) After Settlement Construction Activities or other things done within the Estate including any dust, noise, nuisance or other inconvenience which might arise from those activities;
- (b) the use by the Seller and any party authorised by the Seller of parts of the Estate for construction access and storage of building materials, vehicles, equipment or fill associated with After Settlement Construction Activities, provided that does not interfere with the reasonable use of the Property;
- (c) the Seller and any party authorised by the Seller causing areas to be temporarily closed off to facilitate After Settlement Construction Activities; or
- (d) the Seller not making available for use by occupants certain areas of Estate (including hoarding or closing off areas to prevent access and use) due to safety reasons or to enable After Settlement Construction Activities,

including if these things occur for an extended period after Settlement.

13.3 The Buyer must comply with any reasonable directions of the Seller and any contractor appointed or authorised by the Seller while After Settlement Construction Activities are being carried out, including directions related to traffic flow, both vehicle and pedestrian.

13.4 To facilitate the After Settlement Construction Activities, the Buyer irrevocably grants to the Seller and its agents a licence to enter and remain on the Land with any machinery, tools, equipment, vehicles and workmen as is reasonably required to inspect and undertake works until the Stage has been accepted as off maintenance by the relevant Authority. The Seller must:

- (a) give reasonable Notice to the Buyer before accessing the Land;
- (b) so far as reasonably possible cause minimal disturbance to any occupant of the Land; and
- (c) repair any damage caused to the Land.

13.5 Special Condition 27 Covenant by Buyer on sale of Land applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 13.

14. Future Applications

14.1 The Buyer acknowledges that:

- (a) the Estate may be developed progressively by the Seller; and
- (b) this involves or will involve (amongst other things) the progressive carrying out of various works and the making of town planning and building applications of various types to Authorities (**Applications**).

14.2 The Buyer must not make or maintain any objection either alone or jointly with others against any of the Applications provided that the proposed uses under the Applications are permitted by the relevant Authority and it is in keeping with the types of developments that would reasonably be expected in a residential estate and the Estate.

14.3 Special Condition 27 Covenant by Buyer on sale of Land applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 14.

15. Variations to Balance Estate

15.1 The Seller discloses to the Buyer that the development of the proposed Estate:

- (a) is a significant undertaking; and
- (b) is anticipated to take an extended period of time to undertake; and

as a result of these factors, the Seller requires the ability to exercise the Seller's rights set out in Special Condition 15.2:

15.2 The Seller is entitled, in the Seller's discretion, to:

- (a) make Variations to the Balance Estate from that depicted in the Relevant Documents; and
- (b) elect not to proceed with components of the Balance Estate.

15.3 Circumstances which may occur or apply where the Seller may need to exercise its rights in Special Condition 15.2 include:

- (a) a change in economic conditions such that the further development of the Balance Estate (or any part of it) is no longer feasible;
- (b) a change in consumer preferences such that the consumers desire a different product;
- (c) a change in the planning scheme pursuant to which the Seller determines that it is necessary or beneficial to change the composition of the Balance Estate; and
- (d) innovation in design and product resulting in the Seller determining that it is necessary or beneficial (to the Seller or Buyer) to change the composition of the Balance Estate (or any part of it).

15.4 Provided:



- (a) that the Variations to the Balance Estate are permitted by the relevant Authority; and
 - (b) the varied Balance Estate is in keeping with the types of developments that would reasonably be expected in the surrounding area,
- the Buyer must not object to any exercising of the Seller's rights in Special Condition 15.2.

16. Variations to the Land

16.1 This Special Condition 16 only applies if the Land is a Proposed Lot on the Contract Date.

16.2 The Seller discloses to the Buyer that:

- (a) the Land is sold "off the plan" and construction may not have commenced or be complete;
- (b) as construction has not been completed:
 - (i) the information in the Relevant Documents is preliminary and indicative; and
 - (ii) there are likely to be differences between the Estate and the Property as shown or described in the Relevant Documents and as developed;
- (c) the Seller may not:
 - (i) own or have control over all of the land which is intended to be developed as part of the Estate;
 - (ii) have obtained all necessary approvals for the development of the Estate or the Property; and
 - (iii) have finalised the design of all aspects of the Estate or the Property;
- (d) further detailed design may need to be undertaken by the Seller before completion of any construction;
- (e) any statements made in the Relevant Documents regarding the Seller's intentions about the carrying out of the development of the Estate are:
 - (i) statements of the Seller's then present intention only and not predictions or representations that the carrying out of the development of the Estate will be carried out with that information; and
 - (ii) correct as at the Contract Date but may cease to be correct in the future as circumstances change; and
- (f) Variations may be required for various reasons including requirements of Authorities, financial feasibilities, construction costs, market conditions, rates of sale of lots, etc (which may occur after this Contract is entered into).

16.3 Subject to the rights of the Buyer under the LSA, the Buyer must not object to a Variation to the Land as developed and titled, compared to the Proposed Land:

- (a) provided the Variation is a Permitted Variation; or
- (b) if the Seller has given the Buyer a Notice or Further Statement concerning the Variation before Settlement and a period of 21 days has elapsed after the Seller has given the Buyer the Notice or Further Statement (as the case may be).

16.4 Without limitation as to what may constitute a Permitted Variation, a Variation to the Land, as developed and titled, from the Proposed Land in the Disclosure Plan in respect of any of the following variations which are up to:

- (a) 2% in details of area;
- (b) 2% in details of linear dimensions for bearings and distances;
- (c) 500mm in height in details of surface contours or fill levels;
- (d) 500mm in height in details of retaining walls; or
- (e) 500mm in location in details of retaining walls, will be deemed to be a Permitted Variation.

16.5 Notwithstanding Special Condition 16.4, if multiple Variations considered in aggregate are such that they are not a Permitted Variation, then the Buyer may elect to exercise rights under Special Condition 16.5.

16.6 Subject to any statutory and common law rights of the Buyer, if the Buyer is entitled to object due to a Variation to the Land as developed and titled compared to the Proposed Land, the Buyer may terminate this Contract by Notice to the Seller during the currency of the 21 day period referred to in section 13(4)(c) of the LSA.

16.7 On termination under Special Condition 16.6:

- (a) the Deposit and any Interest must be released to the Buyer; and
- (b) neither Party has any further Claim against the other Party.

17. Buyer must not Object

17.1 Special Condition 17.2 applies:

- (a) without limitation to any rights of the Seller elsewhere in this Contract and under the LSA; and
- (b) provided there is no material adverse effect on the use or value of the Land.

17.2 The Buyer must not object because of:

- (a) the Estate Development being carried out progressively in any sequence;
- (b) an error in the address of the Land;



- (c) any name shown on this Contract or any Promotional Materials not being the name of the Estate, place or suburb in which the Land is located;
- (d) a boundary of the Land or the Estate not being fenced;
- (e) any fence being located:
- (i) wholly within the Land;
- (ii) wholly within land adjoining the Land; or
- (iii) partially within the Land and partially within land adjoining the Land;
- (f) the existence of an encroachment onto or from the Land, providing the encroachment does not materially prejudice the Buyer;
- (g) the Seller subdividing or amalgamating any other land in the Estate;
- (h) facilities intended to be made available at Settlement still being under construction at Settlement, provided they are made available for use within a reasonable time after Settlement;
- (i) there being non-residential uses in the Estate;
- (j) the Estate comprising affordable housing;
- (k) land within the Estate being sold for less than the average market value;
- (l) Utility Infrastructure which is:
- (i) within the Land servicing other land;
- (ii) owned by an Authority;
- (iii) not protected by easement; and
- (m) the Land being:
- (i) affected by Local Government's local laws (for example, in relation to flora and fauna);
- (ii) subject to property notes imposed by the Local Government; or
- (iii) in a bushfire or fire ant risk area, providing the matter:
- (iv) has been disclosed to the Buyer before the Contract Date; or
- (v) if not disclosed, does not materially prejudice the Buyer.
18. **Utility Services**
- 18.1 Subject to the remainder of this Special Condition 18, the Seller will cause the construction of the Utility Infrastructure for the Utility Services by Settlement.
- 18.2 The Seller must use reasonable endeavours to procure that the Utility Services are connected to a live service or able to be connected to a live service at the boundary of the Land or within the verge by Settlement (**Connection Arrangements**) but gives no warranty in this regard.
- 18.3 Notwithstanding Special Condition 18.2, if the Connection Arrangements for one or more of the Utility Services are not available at Settlement, the Seller must:
- (a) have made arrangements by Settlement with the relevant service provider for the Connection Arrangements; and
- (b) cause the Utility Services to be connected via the Connection Arrangements as soon as reasonably practicable after Settlement.
- 18.4 Provided the Seller has complied with Special Condition 18.3, the Buyer cannot Object if one or more of the Utility Services are not connected through the Connection Arrangements by Settlement.
- 18.5 For the avoidance of doubt, Connection Arrangements may not include the installation of meters unless required to be installed to procure sealing of the Survey Plan with the relevant Authority.
19. **National Broadband Network or similar**
- 19.1 The Seller:
- (a) may enter into an agreement with a provider for the installation of network infrastructure in Estate to form part of the National Broadband Network (**Provider**); and
- (b) makes no representation or warranty to the Buyer that the Seller will enter into or maintain such agreement.
- 19.2 If the Seller enters into and maintains an agreement with a Provider, the Seller discloses to the Buyer as follows:
- (a) the Buyer must comply with any building requirements of the Provider to enable connection of the Land to the broadband network, which may include restrictions regarding:
- (i) constructing a driveway or other structure over the network infrastructure;
- (ii) causing the level of the network infrastructure to be higher than or lower than ground level; and
- (iii) obstruct access to the network infrastructure;
- (b) failure to comply with the building requirements may prevent connection or require the Buyer to incur additional costs to procure connection of the Land to the broadband network;
- (c) the Seller:



- (i) is not responsible for the connection of telecommunications services to the Land beyond the installation the network infrastructure to the boundary of the Land;
- (ii) has no control over the type or timing of the connection of telecommunications services to the Land which is solely the responsibility of Provider;
- (d) the network infrastructure will:
 - (i) vest in the Provider on installation; and
 - (ii) the Provider will have the right to maintain, repair, alter, remove or replace the network infrastructure;
- (e) the Buyer must not interfere with or allow or cause others to interfere with the network infrastructure;
- (f) the Provider has rights and powers under its carrier licence, Schedule 3 and at law;
- (g) in accordance with clauses 17(5), 18(3) and 19(2) of Schedule 3, the Buyer waives the Buyer's right to be given notice in relation to any activity to be undertaken by the Provider on the Land or any areas ancillary to the Land which is authorised under Schedule 3, and any right that the Buyer may have to object to those activities;
- (h) the Seller may provide the Provider with the Buyer's contact details; and
- (i) the Provider may contact the Buyer directly and provide the Buyer with a new purchaser information pack and materials.

E CONSTRUCTION REQUIREMENTS

20. Requirement for Seller's rights in this Part

The Seller discloses that:

- (a) the Land forms part of the Estate which is a quality residential community;
- (b) unsold lots in the Estate are a valuable asset of the Seller;
- (c) sold lots in the Estate are valuable assets of their owners;
- (d) the value of these lots depends, in part, on the Estate continuing to be regarded as a quality residential community; and
- (e) accordingly, it is necessary and in the interest of the Seller and other owners of land within the Estate that the Seller exercises supervision and control over various elements concerning the Estate, including regulating the design and construction standard of dwellings,

other improvements and landscaping within the Estate as contemplated by this Part.

21. Building Covenants

21.1 The Buyer must comply with the terms of the Building Covenants. This is an Essential Term of this Contract.

21.2 The Seller:

- (a) may seek an injunction from a court to prevent the Buyer breaching its obligations under this Special Condition 21; and
- (b) may:
 - (i) vary or modify the Building Covenants from time to time in relation to any land within the Estate, other than the Land;
 - (ii) exclude or elect not to enforce the Building Covenants or parts of them; and
 - (iii) interpret and apply the Building Covenants and the intent of the Building Covenants,

in respect of any land within the Estate in any way the Seller determines in its discretion.

21.3 The Buyer must not cause or permit to be caused any damage to trees or other vegetation on adjoining land by works on the Land.

21.4 Special Condition 27 **Covenant by Buyer on sale of Land** applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 21.

22. Approvals

22.1 The Seller discloses that:

- (a) the Approvals may contain conditions concerning the construction of a dwelling, ancillary improvements and landscaping on the Land (**After Settlement Improvements**), which do not form part of the vacant parcel of land sold by the Seller to the Buyer;
- (b) the Approvals attach to the Land;
- (c) the Buyer will be bound by the Approvals;
- (d) the Approvals include conditions concerning the implementation and compliance with a bushfire management plan;
- (e) the Building Covenants do not limit or vary any conditions of any Approvals; and
- (f) any conditions of the Approvals relating to construction of After Settlement Improvements will be satisfied by the Buyer after Settlement.

22.2 The Seller directs the Buyer's attention to the following conditions of the Approvals:

- (a) Condition 16 & 17 - Plan of Development;



- (b) Condition 19 - Street Fencing:
- (i) Construct a 2.7m high fence along the Anderson Road frontage and a 2.0m high fence along the Clark Road frontage in accordance with an approved Road and Rail Noise Assessment. The fence is to consist of treated timber lapped, capped and stained fence and dense, low maintenance, native landscaping or suitable alternative as agreed in writing by Council; and
- (ii) Construct a 1.8m high treated timber paling fence (or alternative agreed to with the adjoining owners) along the eastern and western boundaries of the site where they adjoin Lot 27 RP169609, Lot 1 SL4372 and Lot 3 RP96335, except where land is to be dedicated to Council.
- (c) Condition 22 - Stormwater;
- (d) Condition 26 - Earth Retaining Structures;
- (e) Condition 27 - Minimum Flood Planning Level; and
- (f) Condition 37 - Site Access Prohibited - direct vehicle access from Anderson Road is prohibited to the individual lots.
23. **Plan of Development**
- 23.1 The Seller discloses that:
- (a) the Land may be subject to a plan of development as contained in Annexure I.
- (b) the Seller may make Variations to the plan of development provided the Variations do not materially adversely affect the Buyer's use or value of the Land;
- (c) the Buyer must comply with the plan of development, including in respect of construction all buildings and other improvements unless; and
- (d) development that does not comply with the plan of development may not be supported by an Authority.
24. **Retaining Walls**
- 24.1 Construction of any Retaining Wall may be:
- (a) located:
- (i) within the Land; or
- (ii) located partially within the Land and partially within adjoining land;
- (b) set back from the boundary of the Land (for example, to accommodate subsoil drainage); and
- (c) of various materials, including concrete sleepers or boulders.
- 24.2 Any Retaining Wall may provide support to the Land and possibly adjoining land.
- 24.3 The Buyer must:
- (a) not construct any type of wall or fence on top or adjacent to any Retaining Wall, without the prior consent of the Seller which may not be withheld unreasonably, but may be given subject to reasonable conditions;
- (b) not change or remove the Retaining Wall unless a qualified professional first determines that the Retaining Wall may be changed or removed;
- (c) have a qualified professional inspect the Retaining Wall at regular intervals;
- (d) maintain the Retaining Wall in the same condition as at the Settlement Date, fair wear and tear excepted; and
- (e) not do anything that may compromise the structural integrity of the Retaining Wall.
- 24.4 Subject to any statutory and common law rights of the Buyer, the Buyer must not:
- (a) object concerning the construction, location or design of any Retaining Wall; or
- (b) require the Seller to remove or relocate any Retaining Wall.
- 24.5 The Seller recommends that the Buyer obtain structural advice regarding any Retaining Wall from a qualified professional before any dwellings or other structures are constructed on the Land.
- 24.6 Special Condition 27 **Covenant by Buyer on sale of Land** applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 24.
25. **Acoustic Report**
- 25.1 The Seller discloses that:
- (a) the Land is subject to the acoustic requirements as set out in the Acoustic Report;
- (b) construction of improvements on the Land must comply with the Acoustic Report, which may include a requirement to obtain an independent assessment of the Land prior to construction of a dwelling on the Land;
- (c) the Acoustic Report may include a building envelope plan; and
- (d) the Seller may make Variations to the Acoustic Report provided the Variations do not materially adversely affect the Buyer's use or value of the Land.



26. **Feature Fencing and Entry Features**

26.1 If the Seller has installed any fencing on the Land then the Buyer covenants with the Seller that the Buyer will maintain such fence in good condition, following settlement.

26.2 Special Condition 27 applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 26.

27. **Covenant by Buyer on sale of Land**

27.1 Special Condition 27.2 applies:

- (a) if the Buyer wishes to effect a Transfer Dealing in favour of a Transferee; and
- (b) the Seller has Continuing Rights; or
- (c) the Buyer has Unperformed Obligations.

27.2 If this Special Condition 27.2 applies, the Buyer must not effect or agree to effect a Transfer Dealing without first obtaining a Transfer Covenant from any Transferee.

27.3 In this Special condition 27:

- (a) **Continuing Rights** means any rights that the Seller has under or as a result of this instrument that have not yet been fully exercised, including rights which survive Settlement.
- (b) **Transfer Covenant** means a covenant in favour of the Seller, in the form of the Deed Poll or such other form acceptable to the Seller, acting reasonably:
 - (i) under which the Transferee agrees in the Seller's favour:
 - (A) to be bound to the Unperformed Obligations; and
 - (B) that the Seller is entitled to exercise and rely on the Continuing Rights; and
 - (ii) which covenant must include a requirement that each subsequent Transferee of the Land obtain a further covenant on these terms.
- (c) **Transfer Dealing** means in respect of the Land - the sale, transfer or disposal of the Land.
- (d) **Transferee** means any proposed buyer, transferee or assignee of the Land.
- (e) **Unperformed Obligations** means any obligations of the Buyer under or as a result of this instrument that have not been fully performed or extinguished, including obligations which survive Settlement.

F **TITLE**

28. **Title**

28.1 Title is under the *Land Title Act 1994* (Qld). The Buyer accepts Title subject to the requirements of that Act.

28.2 The Buyer accepts Title and the Land subject to and must not object as a result of any of the following matters (all of which are authorised or permitted encumbrances or dealings for the purposes of this Contract):

- (a) any rights or interests reserved in favour of the Crown;
- (b) any matter disclosed to the Buyer in the Relevant Documents;
- (c) any matter endorsed upon the Survey Plan or any other plan that concerns the Estate;
- (d) the conditions of any Approvals;
- (e) statutory encumbrances, except for charges over the Land for unpaid rates, taxes and other Outgoings; and
- (f) in addition to the matters stated above and provided they do not materially adversely affect the Buyer's use or value of the Land:
 - (i) any encumbrances in favour of any Authority or any service authority (whether registered, unregistered or statutory);
 - (ii) any designations or recordings as a heritage place or similar;
 - (iii) the existence or passage through Land of transport tunnels;
 - (iv) all notifications, easements, restrictions, statutory covenants, covenants, administrative advices, dealings and other encumbrances (other than a mortgage, caveat, writ or charge); and
 - (v) Services or Utility Infrastructure in, or passing through, the Land, and all statutory rights relating to them.

28.3 Provided they do not materially adversely affect the Buyer's use or value of the Land, the Buyer must not object to the surrender, extinguishment, variation or non-application to the Land or the Title of any encumbrances, easements, interests, dealings or advices which apply to the Land.

28.4 At Settlement, the Title will be free from all material adverse encumbrances except those:

- (a) authorised by statute;
- (b) authorised or permitted by this Contract;
- (c) in respect of which the Buyer must not object under this Contract; or



- (d) otherwise disclosed in the Relevant Documents or elsewhere.
29. **Encumbrance Schedule**
- 29.1 Without limiting Special Condition 28, the Land is sold subject to the benefit and burden of the Encumbrances in the Encumbrance Schedule.
- 29.2 Any Encumbrance in the Encumbrance Schedule will be on terms:
- (a) mandated by the relevant Authority; or
- (b) otherwise determined by the Seller, acting reasonably, in order to achieve the purpose of the Encumbrance including terms and conditions:
- (i) imposing liability on the Buyer for maintenance costs; and
- (ii) which restrict or prohibit the construction of improvements and landscaping.
- 29.3 The Seller may make changes to any of:
- (a) the encumbrances set out in the Encumbrance Schedule; or
- (b) the terms and location of any encumbrance disclosed in this Contract,
- provided they do not materially adversely affect the Buyer's use or value of the Land.
- 29.4 At Settlement, the Buyer covenants for the benefit of any:
- (a) grantor or covenantor under any easement or covenant registered on the Title that benefits the Land that the Buyer will abide and comply by the terms of any easement or covenant on the part of the grantee or covenantee to be performed, fulfilled or observed as if the Buyer was originally named as the grantee or covenantee under the easement or covenant; and
- (b) grantee or covenantee under any easement or covenant registered on the Title that burdens the Land that the Buyer will abide and comply by the terms of any easement or covenant on the part of the grantor or covenantor to be performed, fulfilled or observed as if the Buyer was originally named as the grantor or covenantor under the easement or covenant.
- 29.5 The covenants given by the Buyer pursuant to Special Condition 29.4 are made and given for the benefit of any grantee, grantor, covenantee or covenantor pursuant to the PLA in consideration of the Seller selling the Property to the Buyer.
30. **Security Interests**
- 30.1 Subject to Special Condition 30.2, the Buyer will only be entitled to receive a release in respect of a Security Interest registered on the PPSR where:

- (a) the Land is specifically described (in whole or part) under that Security Interest; and
- (b) the Buyer demonstrates to the Seller that the Land is so specifically described not later than 7 days before the Settlement Date.

30.2 The Seller is not required to provide the Buyer with a release in respect of any Security Interest over "*all present and after acquired property*" (or similar) of the Seller.

G **DEPOSIT**

31. **Deposit Holder authority, release and indemnity**

31.1 The Parties agree that:

- (a) this Contract is the written instruction by the Parties to the Deposit Holder to hold the Deposit; and
- (b) the Deposit Holder holds the Deposit and any Interest as stakeholder and with authority to pay the Deposit and any Interest to the Party that the Deposit Holder believes is entitled to the Deposit and any Interest,

under the terms of this Contract.

31.2 Provided that the Deposit Holder has acted honestly and in good faith, each Party releases and indemnifies the Deposit Holder in respect of any liability for any loss or damage suffered or incurred by the Party as a direct or indirect consequence of or in connection with any act or omission on the part of the Deposit Holder related to its duties as stakeholder, including where the Deposit Holder pays the Deposit (and any Interest) to a Party and it is subsequently determined that the payee was not entitled to the Deposit.

31.3 The Parties acknowledge and agree that the Deposit Holder:

- (a) is a third party intended to take the benefit of this Special Condition 31 within the meaning of the PLA;
- (b) acceptance of the Deposit is taken to be acceptance of the benefit of this Special Condition 31; and
- (c) is entitled to rely on the release and indemnity contained in this Special Condition 31, even though the Deposit Holder is not a party to the Contract.

H **SETTLEMENT**

32. **Settlement Date**

Settlement Date if Land is a Proposed Lot

32.1 If the Land is a Proposed Lot on the Contract Date, the Settlement Date is the later of:

- (a) the date that the Seller appoints in a Notice (**Settlement Date Notice**), which must be at least 14 days after:



- (i) the date on which the Seller gives to the Buyer the registered plan and statement referred to in section 14(3) of the LSA; and
- (ii) the date on which the Seller gives the Settlement Date Notice, but no later than 60 days after the date the Settlement Date Notice is given;
- (b) the date 14 days after the Contract Date; and
- (c) if applicable, the date 14 days after the date the Buyer gives Notice to the Seller that the Finance Condition is satisfied or waived by the Buyer

32.2 The Settlement Date Notice must be given within a reasonable period after satisfaction of the Condition Subsequent.

Settlement Date if the Land is titled

- 32.3 If the Land is a not a Proposed Lot on the Contract Date, the Settlement Date is the date 14 days after the later of:
- (a) the Contract Date;
 - (b) if applicable, the date the Buyer gives Notice to the Seller that the Finance Condition is satisfied or waived by the Buyer; and

33. Seller extension of Settlement Date

- 33.1 The Seller may, acting in good faith, at any time before Settlement, by Notice to the Buyer extend on any number of occasions the Settlement Date by up to an aggregate period of 60 days. If this happens, time remains of the essence of this Contract notwithstanding the extension(s). Examples of when the Seller may extend the Settlement Date include giving the Seller more time to:
- (a) rectify something that has occurred at the Estate or the Land which prevents the Seller from giving possession of the Land to the Buyer; and
 - (b) provide the things required to be given by the Seller at Settlement.

I ADJUSTMENTS AND APPORTIONMENTS

34. Adjustments and Apportionments

- 34.1 If there is no separate assessment of Outgoings (other than land tax) for the Land at the Settlement Date, then Outgoings (other than land tax) are to be apportioned on the amount that the Seller's Solicitor, acting reasonably, determines as the basis on which the apportionment will be made.
- 34.2 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 (**Specified Amount**), then the following will apply:

- (a) at the election of the Seller, land tax will be apportioned on the greater of the:
 - (i) Specified Amount; or
 - (ii) amount calculated under clause 2.6(4) of the Terms of Contract (as amended);
- (b) the Seller undertakes to the Buyer that the Seller will pay the land tax assessed on the Land for the land tax year in which Settlement is effected;
- (c) the Buyer will not be entitled to any retention from the Balance Purchase Price;
- (d) land tax will be treated as paid at Settlement; and
- (e) no cheque will be provided at Settlement in respect of land tax (including the Specified Amount).

34.3 At Settlement:

- (a) there is to be a payment made by the Seller to the Buyer discharged from the Purchase Price equal to the Queensland Land Registry registration fee for any mortgage or other encumbrance registered over the Title which is being released at Settlement; and
- (b) no adjustment is to be made to the Purchase Price for apportionment for water usage.

J THE BUYER

35. Buyer a trustee

35.1 In this Special Condition 35:

- (a) **Trust** means the trust for which the Buyer is described in the Reference Schedule as being a trustee of (and if there is more than one trust, then this Special Condition 35 applies to each of them individually); and
- (b) **Trust Instrument** means the trust instrument for the Trust, and if more than one Trust, the trust instrument for the relevant Trust.

35.2 Unless otherwise disclosed in the Reference Schedule, the Buyer warrants and represents to the Seller the Buyer has not entered into this Contract as trustee of any trust.

35.3 If the Buyer is a trustee of a Trust:

- (a) each warranty and representation made by the Buyer to the Seller:
 - (i) in this Contract is taken to be true on the basis that each such representation or warranty is made by the Buyer personally and as trustee for the Trust.
 - (ii) in Special Condition 35.3(b) are repeated, with respect to the facts and circumstances, at the time, at



Settlement.

- (b) the Buyer warrants and represents to the Seller that:
- (i) the Buyer:
- (A) is the sole trustee of the Trust;
- (B) enters into this Contract as part of the due administration of the Trust;
- (C) is empowered by the Trust Instrument to enter into and perform this Contract in its capacity as trustee of the Trust (there being no restriction on or condition of it doing so);
- (ii) this Contract is for the benefit of the Trust and its beneficiaries;
- (iii) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Instrument for the Buyer to enter into and perform this Contract;
- (iv) no property of the Trust has been re-settled or set aside to any other trust;
- (v) the Trust has not been terminated;
- (vi) no event for the vesting of the assets of the Trust has occurred;
- (vii) the Trust Instrument complies with all applicable laws;
- (viii) the Buyer:
- (A) has complied with the Buyer's obligations and duties under the Trust Instrument for and at law;
- (B) has taken all steps necessary to entitle the Buyer to be indemnified from the assets of the Trust against any liability undertaken under this Contract; and
- (c) the Buyer will, upon direction by the Seller, give to the Seller copies of all documents establishing or amending the Trust or making appointments under the Trust, including the Trust Instrument.

36. Age of majority

- 36.1 The Buyer, if a natural person, whether buying as a trustee of a trust or for its own benefit, warrants and

represents to the Seller that, as at the Contract Date, the Buyer is at least 18 years of age.

37. Personal guarantee

37.1 Special Condition 37.2:

- (a) applies if the Buyer is a:
- (i) company; or
- (ii) company trustee of a trust; and
- (b) is an Essential Term.

- 37.2 If this Special Condition 37.2 applies, the Buyer must arrange that its performance under this Contract is guaranteed by:

Type of Buyer	Required Guarantors
Company in its own right	1. Directors of Company; and 2. Shareholders of Company, if required by the Seller.
Company as trustee	1. Directors of Company; 2. Shareholders of Company, if required by the Seller; and 3. Principal beneficiaries or unitholders under the trust, if required by the Seller.

- 37.3 The Buyer must procure that the Guarantee is signed by each Guarantor before the Seller signs this Contract.

37.4 Special Condition 37.5 applies if the:

- (a) Buyer fails to comply with Special Condition 37.2; and
- (b) Seller signs this Contract notwithstanding the Buyer's failure.

37.5 If this Special Condition 37.5 applies, the Seller:

- (a) has not waived the requirements of Special Condition 37.2; and
- (b) may, at any time, exercise any of the Seller's rights arising from a default of an Essential Term by the Buyer.

- 37.6 The Buyer, and each Guarantor by signing the Guarantee, agree that if the Seller transfers or assigns its interest in this Contract, the Seller also assigns or transfers the benefit of each Guarantor's obligations and indemnities under the Guarantee and to the transferee or assignee.

38. Insolvency or death of Buyer

- 38.1 The Seller directs the attention of the Buyer to Special Condition 45.

- 38.2 The Buyer is in default of an Essential Term of this Contract, if, before Settlement, the Buyer:

- (a) being a company (including company trustee):
- (i) resolves to go into liquidation;



- (ii) enters into a scheme of arrangement for the benefit of its creditors;
- (iii) is ordered to be wound up or is placed in provisional liquidation; or
- (iv) is put into the control of a receiver and manager, official manager or administrator; or
- (b) being a natural person:
- (i) enters into a scheme of arrangement, composition or assignment with or in favour of its creditors; or
- (ii) becomes bankrupt.
- 38.3 If, before Settlement, the Buyer dies, then the Seller may (but is not required to) terminate this Contract. If this happens:
- (a) this Contract is at any end;
- (b) the Deposit and any Interest must be released to the Buyer's estate or trustee; and
- (c) neither Party has any further Claim against the other Party.
- 38.4 For the purposes of this Special Condition 38 **Buyer** includes any of the parties that comprise the Buyer.
- K** **STATUS OF REPRESENTATIONS, WARRANTIES & ACKNOWLEDGEMENTS**
39. **Status of representations, warranties & acknowledgements**
- 39.1 Where in this Contract a representation, warranty or acknowledgement has been made by a Party, the Party to whom the warranty or representation is made is entitled to rely on that representation, warranty or acknowledgement.
- 39.2 The Buyer acknowledges that the Seller has agreed to enter into this Contract in reliance upon the various representations, warranties and acknowledgements made by the Buyer in this Contract.
- L** **ADMINISTRATIVE AND OTHER PROVISIONS**
40. **Contract Execution, Counterparts & Exchange**
- 40.1 This Contract and anything that needs to be signed under or contemplated by this Contract (including amendments & variations) may be signed by:
- (a) a Party or their solicitor;
- (b) an attorney of a Party; or
- (c) any other person, firm or company holding the requisite authority to bind the relevant Party,
- in any manner, including:
- (d) by manuscript mark, signature or initials;
- (e) affixing an electronic mark, signature or initials;
- (f) affixing a typed name of the signatory (person, firm or company); and
- (g) any other lawful digital means.
- 40.2 Each person who signs this Contract as:
- (a) attorney for a Party represents to the other Party that, at the time the person signed this Contract, they:
- (i) were a duly appointed attorney of the Party; and
- (ii) had not received any notice or information of the revocation of their appointment as attorney; and
- (b) an authorised officer, agent, signatory or trustee of a Party represents to the other Party that, at the time the person signed this Contract, the person had full authority to sign this Contract and bind the Party in that capacity.
41. **Performance of Contract**
- 41.1 The Seller may perform this Contract (including exercising a discretion or a right) in a manner which is most beneficial to it, acting reasonably.
42. **Notices**
- 42.1 Clause 10.4 of the Terms of Contract is deleted.
- 42.2 Notices under this Contract must be:
- (a) in writing; and
- (b) in English.
- 42.3 Unless stipulated otherwise under this Contract, Notices given by a Party's solicitor will be treated as given with that Party's authority.
- 42.4 Notices and other materials contemplated under this Contract are effectively given if:
- (a) delivered or posted to the address;
- (b) sent to the facsimile number;
- (c) sent by electronic facsimile or similar method to the facsimile number; or
- (d) sent by email or other digital means to the relevant email or other digital address,
- of a Party or their solicitor which:
- (e) is set out in the Reference Schedule; and
- (f) may be updated or changed by a Party by Notice to the other Party from time to time but must include an email address.
- 42.5 Subject to Special Condition 42.6, Notices given after 5.00pm are taken to be given on the next Business Day.
- 42.6 A Settlement Date Notice given under Special Condition 32.1(a) may be given by the Seller at any time up to 11.59pm.



42.7 In the case of a Notice to the Buyer's Solicitor, an email address includes any email address that the Buyer's Solicitor or any employee of the Buyer's Solicitor has used for sending emails to the Seller's Solicitor concerning the Contract.

42.8 Notices and material are treated as given when:

Method of giving Notice or materials	When Notices or materials are treated as given
if delivered	on delivery
if posted to an address in Australia	on the date 7 Business Days after posting
if posted to an address outside Australia	on the date 10 Business Days after posting
by facsimile including electronic facsimile or similar method	when the sender obtains a clear transmission report or other confirmation of delivery
email or other digital means	when they are sent, unless the sender receives notification that the email failed to be delivered to the recipient

42.9 For all purposes, the Parties consent to Notices and any other materials being given by electronic communication.

42.10 If a Party is no longer represented by a solicitor (**Unrepresented Party**), the other Party may give Notice to the Unrepresented Party's last known contact particulars even if it is known to the other Party that the Unrepresented Party may not receive the Notice. The Parties' intention is that the onus is on the Parties to ensure that the other Party at all times has current particulars in order to enable Notices to be given.

42.11 This Special Condition 42.11 applies if the address of a Party included in the Reference Schedule is an address outside of Australia (Non-Australian Party). If this clause 42.11 applies, then in any proceedings concerning the Contract, the other Party may effect service on the Non-Australian Party by registered post and the service is effective whether or not the Non-Australian Party has notice of the proceedings.

42.12 For the purposes of Special Condition 42.4 and the giving of disclosure, including pre-contract and post-contract disclosure and Further Statements, 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.

42.13 A communication given using a messaging system in a Platform is not a Notice for the purposes of this Contract.

42.14 If the Land is a Proposed Lot on the Contract Date and

the Seller has not itself:

- (a) signed the Disclosure Statement; and
- (b) given the Disclosure Statement and Disclosure Plan to the Buyer,

the Seller confirms that the person who did so was duly authorised by the Seller in that regard.

43. Further Acts

43.1 Without limiting clause 10.7 of the Terms of Contract, if directed to do so by the Seller, the Buyer must, at its own expense and within a reasonable period of time (and, in any event, before Settlement):

- (a) do all things necessary in order to:
 - (i) complete any omission;
 - (ii) rectify any error;
 - (iii) waive any statutory right (so far as it is possible and lawful to do so); or
 - (iv) resolve any ambiguity in this Contract,

so as to facilitate this Contract being:

- (v) given effect to and being operative and enforceable as between the Parties; or
- (vi) considered by any financier or the Seller as a qualifying presale for construction funding purposes;
- (b) do all things, sign all documents, give all necessary consents, enter into all necessary agreements or deeds (**Additional Obligations**):
 - (i) in order to enable the Seller to perform its obligations under this Contract;
 - (ii) in order to enable Settlement,

even if Additional Obligations are imposed on the Buyer provided that the rights of the Buyer under this Contract are not significantly diminished.

43.2 If the rights of the Buyer under this Contract are significantly diminished as a result of a direction by the Seller pursuant to Special Condition 43.1, the Buyer must carry out the directed action if the:

- (a) Buyer became aware or ought to have become aware of the possible diminution of rights as part of any reasonable enquiries carried out before the Contract Date; or
- (b) Seller offers to provide reasonable compensation to the Buyer to offset the diminution of rights.



44. **Interpretation to favour binding contract**

44.1 Subject to the terms of this Contract, the Parties acknowledge that it is their intent that:

(a) the Seller is obliged to sell; and

(b) the Buyer is obliged to buy,

the Property on the terms set out in this Contract.

44.2 The provisions of this Contract are, so far as possible, to be construed so as not to be invalid, illegal, inoperative or unenforceable in any respect.

44.3 Notwithstanding Special Condition 44.2, if any provision on its true interpretation is illegal, invalid, inoperative or unenforceable:

(a) that provision will, so far as possible, be read down:

(i) to the extent necessary to ensure that it is legal, valid, operative or enforceable; and

(ii) as may be reasonable in the circumstances to give it a valid operation of a partial character; or

(b) if the provision or part of it cannot be read down:

(i) the provision or part will be deemed to be void and severable; and

(ii) the remaining provisions of this Contract will not in any way be affected or impaired.

45. **Insolvency of Seller - no default**

45.1 If the Seller:

(a) resolves to seek the appointment of a liquidator, provisionally or otherwise;

(b) enters into a scheme of arrangement for the benefit of its creditors;

(c) is ordered to be wound up or is placed in provisional liquidation;

(d) has its affairs, business or assets placed under the control of a receiver, receiver and manager, official manager, administrator or external controller; or

(e) on any basis whatsoever becomes insolvent or unable to pay its debts,

it will not be taken to be in default of or to have breached this Contract. The Buyer will, in that circumstance, continue to be bound by this Contract, according to its terms as though the event had not occurred.

45.2 Any financier of the Seller for the construction of the Estate will require, as a condition of funding, that if an event described in Special Condition 45.1 occurs, the Buyer cannot terminate the Contract so as to enable the financier to step in, complete the Estate and effect settlement of the Contract.

46. **No Caveats**

46.1 The Buyer must not lodge or register any caveat over the Parcel or any other land owned by the Seller. This is an Essential Term.

46.2 Nothing in Special Condition 46.1 limits any rights of the Buyer to lodge or register a caveat over the Land after Title is created.

47. **Priority Notice**

47.1 The Buyer may lodge a **Priority Notice** over the Land with the Queensland Titles Registry but not before the date which is 7 days before the date fixed as the Settlement Date.

48. **Contract Date**

48.1 Special Condition 48.2 applies, if following exchange of this Contract, the Contract Date in the Reference Schedule has not been completed.

48.2 If this Special Condition 48.2 applies:

(a) the Contract Date will be taken to be the date that the last Party to sign this Contract has communicated to the other Party that this Contract has been signed; and

(b) each Party authorises the other Party to complete the Contract Date in the Reference Schedule

49. **Variation of Contract**

49.1 An amendment or variation of this Contract is not effective unless it is in writing and signed by or on behalf of the Parties by a person holding the requisite authority to bind the relevant Party.

49.2 An amendment or variation of this Contract signed by a Party's solicitor will be treated as being signed with that Party's authority.

49.3 An amendment or variation of this Contract may be signed in any manner, including by being affixed with (in any manual, electronic or digital form) a:

(a) manuscript mark, signature or initials; or

(b) typed name of a person, firm or company.

50. **Waiver**

50.1 A waiver of any right under this Contract is effective only:

(a) if given in the form of a Notice, signed by or on behalf of the Party bound, by a person holding the requisite authority to bind the relevant Party;

(b) in respect of the specific instance to which it relates; and

(c) for the specific purpose for which it is given.

50.2 In the absence of an effective waiver, no failure or forbearance by a Party to insist on any right to performance of a condition or obligation of the other Party can amount to, under any circumstances:



- (a) a waiver;
- (b) an election between existing rights;
- (c) a representation sufficient to ground an estoppel; or
- (d) a variation whereby that other Party is relieved or excused from performance of such condition or obligation.

51. **Entire Agreement**

51.1 This Contract:

- (a) contains the entire terms agreed between the Parties; and
- (b) supersedes all prior negotiations, agreements or understandings,

in relation to the sale and purchase of the Property.

52. **No limitation of statutory rights**

52.1 A provision in this Contract that limits the right of a Party to Object does not affect the statutory rights of the Party.



Annexure C No Pre-Contract Representations - Important Notice

Buyer's Acknowledgment about Seller's Representations

1. Buying a property is an important investment. If the Buyer has been induced to buy the Property by, or in buying the Property has relied on anything the Buyer has been told or any assurance the Buyer has been given other than what is in this contract, it is important these promises, representations, warranties or assurances are identified so they can be disclaimed, confirmed, qualified or clarified before the Buyer commits to buy the Property.
2. The Buyer acknowledges that no sales or marketing agent has authority from the Seller to make promises or representations or to give warranties or assurances on behalf of the Seller, other than those contained in this contract.
3. The Buyer should set out in this Annexure any promises, representations, warranties or assurances that have been made to the Buyer by the Seller or any sales or marketing agent of the Seller that have, to any extent, induced the Buyer to buy the Property or on which the Buyer has to any extent relied, in its decision to buy the Property, but which are not included in this contract, the Disclosure Plan or the Disclosure Statement:
4. The Buyer confirms and represents to the Seller that the Buyer has not been induced to enter into this contract by, and has not relied on, any promises, representations, warranties or assurances other than those which are contained in this contract or which are set out in this Annexure.
5. The Buyer understands that:
 - (a) if it leaves the table in this Annexure blank, it is representing and warranting to the Seller that it has not been induced by and has not relied on anything said or done by or on behalf of the Seller to enter into this contract, other than what is contained in this contract;
 - (b) except for this representation and acknowledgement, the Seller would not have entered into this contract; and
 - (c) by the acknowledgment, confirmation and representation given in paragraphs 1, 2, 3 and 4, it is likely that the Buyer will not be able to sue the Seller in respect of any promise, representation, warranty or assurance other than those set out in this Annexure or which are set out elsewhere in this contract.

IF THIS CONTRACT IS SIGNED ELECTRONICALLY, PLEASE NOTE THAT THE BUYER HAS THE ABILITY TO COMPLETE THE TEXT FIELDS BELOW. IF NO REPRESENTATIONS HAVE BEEN MADE, PLEASE INSERT THE WORD "NOT APPLICABLE" OR "NIL" IN EACH COLUMN. ANY ITEMS ALREADY INCLUDED IN THE CONTRACT BY WAY OF SPECIAL CONDITION SHOULD NOT BE INSERTED

Promise, representation, warranty or assurance allegedly made	Person who is alleged to have said it	Date made



.....
Buyer 1 Sign

.....
Buyer 3 Sign

.....
Buyer 2 Sign

.....
Seller Sign



Annexure D Building Covenants

(follows this page)



ARBOURWOOD

A photograph of a man and a young girl in a garden. The man, on the left, has a beard and is smiling, wearing a blue button-down shirt over a grey t-shirt. The girl, on the right, has blonde hair with a white flower accessory and is also smiling, wearing a light-colored dress. They are standing in front of lush green foliage with warm, golden sunlight filtering through the leaves in the background.

LIVE
WITH
NATURE

DESIGN GUIDELINES

APPLICATION SUBMISSION

All applications are to be sent to PO Box 663, Fortitude Valley QLD 4006 OR covenant@cfmgcapital.com.au

I **DISCLAIMER**

We advise any information provided in the design guidelines below do not remove any obligations under other legal or local authority requirements. Notwithstanding the Developer’s approval, the Owner may require additional Approvals, including endorsement of the plans and specifications by the Local Government and any competent Authority. The Owner acknowledges that no approval granted by the Developer will constitute any representation that the plans and specifications will be approved by the Local Government and any competent Authority. We recommend you seek assistance from your building certifiers to confirm current policy standards. Information in this document is given with care, but without responsibility. Purchasers and owners of allotments are responsible for the implementation of the Design Guidelines.

II **DEFINITIONS**

Allotment	The land on which the dwelling is to be constructed.
Building Height	The vertical distance between the natural ground level and the peak of the roof of the dwelling (not including antennae, flues or chimneys).
Design Control Group (DCG)	All plans of proposed structures are to be assessed and approved by the DCG prior to the commencement of any construction.
Dwelling Sizes	Dwelling size does not include garage, porch, verandah, pergola, or balcony areas and is to be measured inclusive of external wall faces.
Habitable Rooms	A room used for living activities e.g. family room, living room, meals, bedrooms.
Private Open Spaces	The external open areas around a dwelling that are intended for the residents’ use for recreational purposes of the demand dwelling.
Setback	The minimum distance where a wall is required to be placed from the property boundary.
Street Frontage	The front boundary of an allotment that fronts the road. On a corner allotment, the principal street frontage is deemed the shorter side.

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- 1.1 Purpose
- 1.2 Allowable Use and Construction Time
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3.0 APPLICATION

- 3.1 Application form for design approval
- 3.2 Application documents required for submission
- 3.3 Application submission

1.0 INTRODUCTION

1.1 PURPOSE

Arbourwood, Morayfield is a neighbourhood created by CFMG Residential Communities. The objective of these design guidelines is to create a pleasant living environment with visual quality, whilst providing for a variety of housing solutions.

The Owner acknowledges and agrees that:

- the Land forms part of Arbourwood which is a quality residential community;
- unsold lots in Arbourwood are a valuable asset of the Developer, the value of which depends, in part, on Arbourwood continuing to be and being regarded as a quality residential community;
- the Developer has a legitimate business interest in ensuring that Arbourwood remains a quality residential community;
- the value of other lots in Arbourwood already sold to other owners depends, in part, on Arbourwood continuing to be and being regarded as a quality residential community; and
- it is necessary and in the interest of all owners of land within Arbourwood that the Developer exercises supervision and control to regulate the design and construction standard of dwellings, other improvements and landscaping, and completion of construction of dwellings, other improvements and landscaping within Arbourwood and other matters generally.

The Design Guidelines may be revised from time to time at the discretion of DCG (see Clause 2.15) and will apply to all residential properties within Arbourwood.

The Design Guidelines encourage a variety of styles and designs that will be harmonious, whilst not being onerous by stifling creativity in design. A range of building materials, colours and siting solutions may be used to result in distinctive character for each home. A standard solution for every allotment is not encouraged.

1.2 ALLOWABLE LAND USE AND CONSTRUCTION TIME

The Design Guidelines prohibit relocatable homes and the construction of more than one dwelling on each allotment (unless otherwise approved as a 'dual occupancy' by local authority and DCG). These are mandatory requirements and will not be varied under any circumstances.

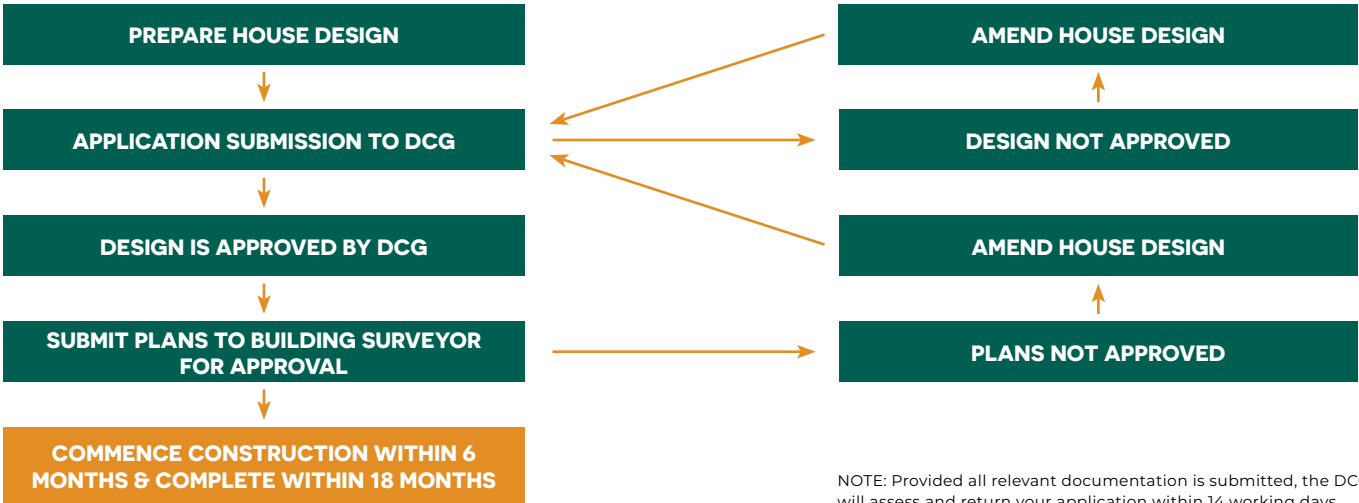
1.3 ARBOURWOOD PLAN APPROVAL PROCEDURES

Approval is required under these guidelines by the DCG (acting reasonably) for the construction of new dwellings, garages and fences prior to any commencement of construction. A copy of the Design Guidelines should be provided to your building designer or architect for their use.

Approval will not be processed without all required plans. An initial review will be carried out by the DCG and feedback of required changes (if any) will be provided to the applicant.

The DCG approved plans are NOT a building permit. The approved plans will form part of the documents for the owners to obtain a building permit from their nominated building surveyor. Following the completion of Arbourwood by CFMG Residential Communities and the eventual dissolution of the DCG, any further alterations and/or additions are to be submitted directly to the nominated building surveyor for approval. The guidelines and any approval made by the DCG do not remove obligations under other legal requirements such as local authority, applicable planning permits, BSA or documents current at the time.

1.4 DESIGN REVIEW SUMMARY



2.0 THE DESIGN GUIDELINES

2.1 ORIENTATION, SITING AND SETBACKS

Subject to final approval by Moreton Bay Regional Council, siting and setback plans apply in accordance with the Queensland Development Code (QDC) and the approved plan of development.

All dwellings must face a principle street and have an identifiable entrance to the street. All building setbacks are to be measured from the outer most projection. Setbacks, site coverage, open space per the approved development plan.

Porches & Verandas

- Porches and verandas that are less than 3.6m high may encroach no more than 2m into the front setback.

Built to Boundary Walls

- For all allotments, walls built to boundary are permitted to a maximum length of 9m.
- All built to boundary walls must be for non-habitable rooms only.
- Walls built to boundary shall have an average height of 3m (max 3.5m at any point).

Dwelling Heights and Eaves

- The dwelling height on all allotments is to be a maximum of 9m (two storeys) inclusive of roof form.
- Eaves shall be a minimum of 450mm wide over all habitable rooms.

Site Coverage

- Site cover shall not exceed 60% for lots less than 450m² and 50% for lots equal to or greater than 450m².
- Site cover does not include eaves, verandahs or overhangs.
- Each detached dwelling has a defined outdoor living space which must have:
 - an area of at least 16m²
 - no dimension less than 4m
 - a maximum gradient not exceeding 1 in 10
 - an access from the living area
 - visual privacy from another outdoor living space by a window/balcony screen.
- Houses should be sited so habitable windows and secluded private open spaces face north to receive maximum solar energy.
- For buildings constructed after April 2011, dwellings are required to hold a maximum 6-star energy rating.
- An energy report using the appropriate software will be required to determine the building's energy rating to satisfy the current provisions.

2.2 CORNER ALLOTMENTS

Both single and double storey dwellings on corners must be designed to have feature elements that address both street frontages. This may be with the appropriate use of windows, porticos and the like. Blank walls facing the

streets are not permitted. The secondary frontage is deemed to be the lower order road or, if both roads are of the same order, the second frontage is the frontage with the greatest dimension. For corner allotment fencing see guideline 2.9 (corner allotments).

2.3 VEHICLE ACCOMMODATION

A minimum of two car side by side double lock up garage spaces must be provided per dwelling. Garages must reflect the architectural design elements of the main dwelling. Garage doors shall not dominate the architectural design. Garage doors are to be panel lift or sectional doors ONLY. Roller doors are not permitted.

Garages must be set back a minimum of 0.5m behind the main building alignment. The roof pitch of the garage is to match the house. Garages must be positioned behind the main dwelling face, and must be attached to the main dwelling. Colours and materials used are to be the same as the main dwelling.

Carports will only be approved at the discretion of the DCG (acting reasonably). Garages shall occupy no more than 50% of the total lot frontage.

2.4 DRIVEWAYS AND PATHS

Driveways must be fully constructed prior to the occupation of the dwelling. Acceptable construction materials are coloured concrete, brick or concrete pavers, concrete with exposed aggregate, stone or slate. Plain concrete driveways and front paths are not permitted. The driveway shall be no wider than the total width of the garage and tapering to a maximum 3m wide at the front boundary line. A minimum allowance of 500mm of garden planting is required between driveway and side boundary.

Only one driveway per dwelling to comply with Moreton Bay Regional Council (MBRC) guidelines at the time of construction.

2.5 ROOFING MATERIAL AND PITCHES

Acceptable roofing materials include terracotta, slate or concrete tiles and Colorbond metal sheeting in a non-reflective colour. Galvanised iron and zincalume is not permitted.

A variety of roof forms and pitches are highly desirable. Gables, hips or a combination are encouraged. The roof form of verandahs and porticos should also be part of your overall design. Gutters and down pipes are to complement the house colour.

Roof pitch is to be a minimum of 20 degrees with higher pitches preferred. Dwellings must have 450mm wide eaves over all habitable areas.

A variety of roof form such as skillion roofing is encouraged. The roof form of verandahs and porticos should also form part of your overall design.

2.6 PRIVACY

Habitable room windows must not directly face:

- an access way, footpath or communal open space within 3m or

Habitable room windows:

- Have a fixed obscure glazing in any part of the window below 1.5m above floor level; or
- Have privacy screens that cover a minimum of 50% window view.

Note: 'directly face' means an angle within 45° either horizontally or vertically.

2.7 BUILDING MATERIALS AND COLOUR SELECTION

To ensure the external colour schemes of your home complement the remainder of Arbourwood development all exterior aspects will require consideration, including paving, fencing and decks.

A mix of external cladding to the Front Facade is encouraged. Materials of either rendered brick or light weight cladding such as Hebel, Linea Board or Blueboard with a rendered finish. Face brick is permitted to the front façade but not as a primary cladding unless a specialty brick is specified.

Secondary Front Facade external cladding can be constructed of either timber, texture coated fibre cement, profiled FC weatherboards (e.g. Primeline & Linea boards), stone or face brick.

External front facade finishes must continue 1m on the side external wall returns. The external façade treatment is subject to the approval from the DCG.

2.8 TELECOMMUNICATIONS

Arbourwood meets current NBN criterion. Builders within Arbourwood will need to ensure they meet the current guidelines for NBN telecommunications wiring. This documentation can be found on the NBN Co website: www.nbnco.com.au.

2.9 FENCING

For all allotments, Colorbond/steel fencing is not permitted. Approval of all fencing is required from the DCG.

Front Fencing

Front fencing is not permitted unless approved by the DCG. To promote integrated housing and streetscapes, the design is to provide an open visual character to the front boundary.

Side fencing (all allotments)

Side and rear fences are to be constructed of 1.8m high timber palings or materials approved by the DCG. Side fences that are constructed forward of the main line of the dwelling shall be designed to provide an open visual character.

Side fencing (corner allotments)

Side fencing of a solid or closed nature on corner allotments (that front the street) cannot exceed 50% of the lot boundary.

Where the only opportunity to provide a private north facing open space is forward of the house, approval may be given for a solid 1.8m high paling fence with exposed posts and capping and a minimum 1m setback from the principle street frontage at the discretion of the DCG (acting reasonably).

Retaining Walls

Retaining walls may be constructed from stone or brick. It is ideal to plant out the retaining walls with ground cover landscaping.

2.10 ANCILLARY BUILDINGS AND STRUCTURES

External hot water services, ducted heating units, rainwater tanks, fuel storage tanks, clotheslines, utility meters and sheds are not to be visible from streets or reserves. The maximum wall height of sheds is 2m, and must be constructed from steel or painted timber only. Untreated or unfinished surfaces must not be used, including reflective materials such as galvanised iron or aluminium. The maximum floor areas of sheds are 9m². These may be placed outside the building envelope, but should be hidden from the street.

Any roof mounted satellite dishes and television aerials are to be located to the rear of the house and be as low as possible on the roof.

Letterbox type, colour and specifications to be nominated with submission to DCG for approval.

2.11 MECHANICAL EQUIPMENT

Air-conditioning units, hot water systems are to be located away from public view. Any roof-mounted air-conditioners, evaporative coolers, etc. are to be located to the rear of the house, be of low profile, coloured to match the roof, and installed below the ridgeline.

2.12 LANDSCAPING LOTS

All applications must include a clear landscaping plan showing:

- The siting of the dwelling;
- Driveways and paths;
- Planting location and planting schedule;
- Any proposed retaining walls or fencing (including type);
- A letterbox constructed of material consistent with those used to construct the dwelling;
- Detail of all surface treatments; and
- Any other significant landscape features.

As a minimum, all landscaping of garden areas including the front verges within the public view must be completed within three months of practical completion of the dwelling. The front yard must contain a minimum of 15m² of garden.

The garden must have a planting density of no less than 5 plants/m²; with all grassed areas to be turfed (not grass seeded). Various forms of commercially available sterile bark mulches are considered acceptable for residential use, of which the preferred are medium grade hoop pine mulch, pine bark mulch or forest mulch. Mulch is to be installed to a minimum settled depth of 100mm.

Plants are to be supplied in the following minimum pot sizes: trees – 300mm diameter pots, with at least one 25L size specimen per lot; shrubs – 140mm diameter pots, with at least 50% of specimens supplied within 200mm diameter pots or greater; and groundcovers - 100mm diameter pots, with at least 50% of specimens supplied within 140mm diameter pots or greater.

Owners are encouraged to use native Australian plants in landscaping. Some recommendations include:

- | | |
|---------------------|------------------------|
| • Ivory Curl Flower | • Blue Tongue |
| • Golden Penda | • Blueberry Ash |
| • Dwarf Paperbark | • Pointed – leaf Hovea |
| • Tuckeroo | • Pultanaea |
| • Dwarf Bottlebrush | • Palm Tree |

Environmental weeds are discouraged from being included in the landscaping. The verge, if disrupted, will be reinstated with turf upon practical completion of the house.

2.13 INNOVATIVE DESIGN

The Developer at its discretion (acting reasonably) has the authority to approve on its merits any innovative or diverse designs that do not meet the requirements of the Building Covenants.

2.14 NON-DUPLICATION

In order to comply with the Developer's requirements for non-duplication of homes in Arbourwood, the home constructed on the land must not be substantially the same in design, colour or construction as any other home or proposed home that is situated within 2 lots on either side of, or on an opposite lot to the home constructed on the land.

2.15 RESERVATION

The Owner acknowledges and agrees that the Developer has the right to vary, exclude or elect not to enforce any of the Covenants in respect of the land and any other lots in Arbourwood. The Owner specifically absolves the Developer from any liability of any nature for any action taken in varying, electing not to enforce or exclude any part of the Covenant.

In exercising the rights under Clause 2.15, the Developer will have regard to:

- the reasonable interests of the Owner and the any neighbouring property owners;
- the purpose and objective of the Building Covenants as described in Special Condition 42.1; and
- the extent that:
 - (i) the variation and/or modifications; or
 - (ii) the exclusion or non-enforcement of the Building Covenants (or parts of them), will materially and detrimentally affect the Owner and/or the Property and/or Arbourwood.

2.16 SIGNAGE

Signage and hoarding boards advertising businesses and products are not permitted. Builders' signs of a maximum size of 600mm² are permitted as required on allotments during the course of construction, and must be removed upon completion of construction.

The Developer or its representative (acting reasonably) may elect to enter upon the Land to remove any signs or advertising not complying with Clause 2.16 and the Owner agrees that such entry and access will not constitute trespass. The Developer, in removing signs or advertising, will have regard to:

- the reasonable interests of the Owner and any neighbouring property owners; and
- the benefit and amenity that removing such signage or advertising will provide the Land.

2.17 TEMPORARY STRUCTURES

Builders' structures such as site sheds, site toilets and power generators are permitted as necessary on allotments during the course of construction, and must be removed upon completion of construction.

2.18 RUBBISH DISPOSAL AND ALLOTMENT MAINTENANCE

The purchaser is to ensure rubbish (including building materials and site excavation material) is stored in the correct bins and collected promptly. Dumping of rubbish (including building materials and site excavation material) on vacant allotments is illegal. Grass and weed growth on vacant allotments is to be slashed or mowed at regular intervals so that growth does not exceed 200mm in height, or as required by council or the Country Fire Authority.



3.0 APPLICATION

3.1 APPLICATION FORM FOR DESIGN APPROVAL

Please detach this form and complete the details for the submission to the Design Control Group for plan approval.

Property Details:

Lot Number:	
Street Address:	

Owner(s) Details:

Name:	
Name:	
Current Address:	
Telephone:	
Email:	

Applicant Details:

Name:	
Company:	
Address:	
Telephone:	
Email:	

Allow a minimum of 14 working days for processing and assessment on the provision all required documentation is submitted. Include the following documents (tick box):

3.2 APPLICATION DOCUMENTS REQUIRED FOR SUBMISSION

- ☐ Site plan for the lot and proposed structure(s) showing setbacks from all boundaries, eaves overhang, fence details, outbuildings, driveway access and path details. Fence details are to show material and height. Minimum scale 1:200.
- ☐ Floor plans, including roof plan. Minimum scale 1:100.
- ☐ Elevations from all sides of the structure(s), including building heights, roof forms and roof pitch. Minimum scale 1:100.
- ☐ Schedule of external materials, colours and finishes, including driveway. This is to be in the form of a colour board with samples attached.
- ☐ Application Form for Design Approval.

3.3 APPLICATION SUBMISSION

All applications are to be sent to PO Box 663, Fortitude Valley QLD 4006 OR covenant@cfmgcapital.com.au



ARBOURWOOD





Annexure E Deed Poll

TRANSFER COVENANT - DEED POLL - "ARBOURWOOD" (ESTATE)

TO: Arbourwood Projects No. 2 Pty Ltd ACN 661 375 113 (Developer)

FROM: [insert New Owner's name]
[insert New Owner's address]
[insert New Owner's name]
[insert New Owner's address] (New Owner)

ESTATE: _____

LAND: _____ in the Estate

BACKGROUND

- A. The Land forms part of the Estate which is a quality residential community.
- B. Unsold lots in the Estate are a valuable asset of the Developer.
- C. Sold lots in the Estate are valuable assets of their owners.
- D. The value of these lots depends, in part, on the Estate continuing to be regarded as a quality residential community.
- E. Accordingly, it is necessary and in the interest of the Developer and other owners of land within the Estate that the Developer exercises supervision and control over various elements concerning the Estate, including regulating the design and construction standard of dwellings, other improvements and landscaping within the Estate as contemplated by this Deed Poll.
- F. The New Owner is buying or has agreed to buy the Land.
- G. The New Owner is required by the terms of the contract that the New Owner has entered into to buy the Land, to enter into this Deed Poll.

OPERATIVE PART

BUILDING COVENANTS

1. The New Owner agrees to abide by the terms of the Building Covenants as though the New Owner was the "Owner" and the Developer was the "Developer" referred to in the Building Covenants.
2. The Developer may:
 - (a) seek any injunction from a court to prevent the New Owner breaching its obligations under this Deed Poll;
 - (b) vary or modify the Building Covenants from time to time in relation to any land within the Estate, other than the Land;
 - (c) exclude or elect not to enforce the Building Covenants or parts of them; and
 - (d) interpret and apply the Building Covenants and the intent of the Building Covenants, in respect of any land within the Estate in any way the Developer determines in its discretion.
3. The New Owner must not cause or permit to be caused any damage to trees or other vegetation on adjoining land by works on the Land.



DEVELOPMENT OF THE ESTATE

4. The New Owner acknowledges that:
 - (a) construction of the Estate may not be totally complete at the Effective Date; and
 - (b) further construction of the Estate may be carried out after the Effective Date, **(Continued Construction Activities)**.
5. The New Owner will not Object to:
 - (a) Continued Construction Activities or other things done within the Estate including any dust, noise, nuisance or other inconvenience which might arise from those activities;
 - (b) the use by the Developer and any party authorised by the Developer of parts of the Estate for construction access and storage of building materials, vehicles, equipment or fill associated with Continued Construction Activities, provided that does not interfere with the reasonable use of the Land;
 - (c) the Developer and any party authorised by the Developer causing areas to be temporarily closed off to facilitate Continued Construction Activities; or
 - (d) the Developer not making available for use by occupants certain areas of Estate (including hoarding or closing off areas to prevent access and use) due to safety reasons or to enable Continued Construction Activities,

including if these things occur for an extended period after the Effective Date.
6. The New Owner must comply with any reasonable directions of the Developer and any contractor appointed or authorised by the Developer while Continued Construction Activities are being carried out, including directions related to traffic flow, both vehicle and pedestrian.
7. To facilitate the Continued Construction Activities, the New Owner irrevocably grants to the Developer and its agents a licence to enter and remain on the Land with any machinery, tools, equipment, vehicles and workmen as is reasonably required to inspect and undertake works until the stage in which the Land is located has been accepted as off maintenance by the relevant Authority. The Developer must:
 - (a) give reasonable notice to the New Owner before accessing the Land;
 - (b) so far as reasonably possible causes minimal disturbance to any occupant of the Land; and
 - (c) repairs any damage caused to the Land.

FUTURE APPLICATIONS

8. The New Owner acknowledges that:
 - (a) the Estate may be developed progressively by the Developer; and
 - (b) this involves or will involve (amongst other things) the progressive carrying out of various works and the making of town planning and building applications of various types to Authorities (**Applications**).
9. The New Owner must not make or maintain any objection either alone or jointly with others against any of the Applications provided that the proposed uses under the Applications are permitted by the relevant Authority and it is in keeping with the types of developments that would reasonably be expected in a residential estate and the Estate.

RETAINING WALLS

10. The New Owner must:
 - (a) not construct any type of wall or fence on top or adjacent to any Retaining Wall, without the prior consent of the Developer which may not be withheld unreasonably, but may be given subject to reasonable conditions;
 - (b) not change or remove the Retaining Wall unless a qualified professional first determines that the Retaining Wall may be changed or removed;
 - (c) have a qualified professional inspect the Retaining Wall at regular intervals;
 - (d) maintain the Retaining Wall in the same condition as at Effective Date, fair wear and tear excepted; and



- (e) not do anything that may compromise the structural integrity of the Retaining Wall.
- 10.2 Subject to any statutory and common law rights of the New Owner, the New Owner must not:
- (a) object concerning the construction, location or design of any Retaining Wall; or
- (b) require the Developer to remove or relocate any Retaining Wall.

FENCING

11. Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Developer need not contribute to the cost of building any dividing fence or relocating any fence between the Land and any adjoining land owned by the Developer. The New Owner waives any right to claim contribution from the Developer. The New Owner acknowledge that this clause is an agreement made between adjoining owners about a dividing fence for the purposes of section 10 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld)*.
12. If the Developer has installed any fencing on the Land then the New Owner covenants with the Developer that the New Owner will maintain such fence in good condition, following settlement.

GENERAL

13. The Developer may seek an injunction from a court to prevent the New Owner breaching its obligations under this Deed Poll.
14. The New Owner acknowledges and agrees that:
- (a) certain covenants contained in this Deed Poll are made for the benefit of third parties, for example other owners within the Estate (**Affected Owners**);
- (b) an Affected Owner is a third party intended to take the benefit of this Deed Poll for the purposes of the *Property Law Act 1974 (Qld)*; and
- (c) an Affected Owner may rely on the covenants contained in this Deed Poll, notwithstanding that they are not a party to the Deed Poll.
15. The New Owner agrees not to sell, transfer, dispose of, lease or in any other way part with possession of the Land without first obtaining a covenant from any disponent in favour of the Developer on the same terms as this Deed Poll.
16. For the purposes of this Deed Poll:
- (a) **Authority** means any body, government, person or otherwise having or exercising control over the approval of, carrying out of, use or operation of the Land or the Estate or any services to be provided to the Land or the Estate, including, but not limited to, the Local Government and the department of Economic Development Queensland.
- (b) **Building Covenants** means the building covenants attached to this Deed Poll, as amended by the Developer from time to time.
- (c) **Effective Date** means the date the New Owner become the owner of the Land.
- (d) **Retaining Wall** means a retaining wall structure on or associated with the Land (including a retaining wall on adjoining land which impacts on the Land) and includes:
- (i) any element or part of the retaining wall structure; and
- (ii) footings of or batters adjoining the structure.
17. Queensland Law applies to this Deed Poll. The New Owner submits to the jurisdiction of the courts of Queensland.
18. This Deed Poll takes effect from the Effective Date.
19. The New Owner must give to the Developer a copy of this signed and witnessed Deed Poll.

DATED THIS _____ 20____.

SIGNED AND DELIVERED AS A DEED POLL

SIGNED, SEALED AND DELIVERED by the)
New Owner in the presence of:)



.....
Witness

SIGNED, SEALED AND DELIVERED by the)
New Owner in the presence of:)

.....
Witness

.....
New Owner's Signature

.....
New Owner's Signature

THE NEW OWNER'S SIGNATURE MUST BE WITNESSED
--



Annexure F Acoustic Report

(follows this page)



Acoustics
Vibration
Structural Dynamics

RESIDENTIAL SUBDIVISION - 35-71 ANDERSON ROAD, MORAYFIELD

Traffic Noise Assessment

16 February 2022

Arbourwood Pty Ltd

QC533-01F02 Acoustic Report (r2)



Brisbane Sydney Melbourne Gold Coast Kuwait Singapore

Renzo Tonin & Associates ABN 16 123 509 884

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Document Details

Detail	Reference
Doc Reference:	QC533-01F02 Acoustic Report (r2)
Prepared for:	Arbourwood Pty Ltd
Address:	C/- Goodrock Property Level 1, 283 Given Terrace Paddington QLD 4064
Attention:	Andrew Rockley

Document Control

Date	Revision history	Non-issued revision	Issued revision	Prepared	Instructed	Reviewed / Authorised
12.01.2022	Draft	-	-	DR	PJ	PJ
01.02.2022	Rev 0	-	0	DR	PJ	PJ
15.02.2022	Rev 1	-	1	DR	PJ	PJ
16.02.2022	Final	-	2	DR	PJ	PJ
File Path: Q:\AssocBrisProjects\QC501-QC550\QC533 dr Morayfield\1 Docs\QC533-01F02 Acoustic Report (r2).docx						

Important Disclaimers:

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

This document is issued subject to review and authorisation by the suitably qualified and experienced person named in the last column above. If no name appears, this document shall be considered as preliminary or draft only and no reliance shall be placed upon it other than for information to be verified later.

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

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

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

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

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

External cladding disclaimer: No claims are made and no liability is accepted in respect of any external wall and/or roof systems (eg facade / cladding materials, insulation etc) that are: (a) not compliant with or do not conform to any relevant non-acoustic legislation, regulation, standard, instructions or Building Codes; or (b) installed, applied, specified or utilised in such a manner that is not compliant with or does not conform to any relevant non-acoustic legislation, regulation, standard, instructions or Building Codes.

Executive Summary

Arbourwood Pty Ltd proposes to develop a residential subdivision at 35-71 Anderson Road, Morayfield. The local authority is the Moreton Bay Regional Council (MBRC).

Renzo Tonin & Associates has been engaged by Arbourwood Pty Ltd to prepare a traffic noise impact assessment for the proposed development.

- The site is affected by road traffic noise from Anderson Road;
- With no noise amelioration measures, the outdoor open space requirement of 60dBA (free-field) is expected to be exceeded at future lots, requiring noise mitigation measures to be implemented into the residential subdivision design;
- To reduce traffic noise to acceptable levels, it is proposed to construct 2.7m high acoustic fences as shown in Figure 5. The bottom and top RLs requirement for the fences at Locations A to P are shown in Table 7;
- The fences should be gap-free and constructed to achieve a minimum superficial density of 15kg/m². This may be achieved using materials such as concrete tilt panel, masonry block wall, 35mm thick CCA treated lapped and capped timber palings or 75mm Hebel Power Panel.
- With the acoustic fence in place, the outdoor open space requirement of 60dBA (free-field) is expected to be achieved at all future lots.
- It is recommended that future residences are designed and constructed in accordance with the Queensland Development Code (QDC) MP4.4 *Buildings in a Transport Noise Corridor*;
- QDC MP4.4 Noise Category 0 and 1 are expected at ground floors of future dwellings, as shown in Figure 7;
- QDC MP4.4 Noise Category 1, 2 and 3 are expected at upper floors of future dwellings, as shown in Figure 8;
- Future dwellings would be deemed noise affected and would require mechanical ventilation or air conditioning to achieve compliance with the Building Code of Australia (BCA). Supplementary professional advice from a mechanical consultant will be required for compliance with AS1668 and the BCA;
- The Year 2032 noise modelling is based on natural contours. A revised assessment will be required using the Design Terrain levels for the site; and

- We recommend that the following property notes are recorded on Council's property system for proposed lots:

Future dwellings on Lots 1 to 13 and 95 to 121 are impacted by road traffic noise. A Traffic Noise Impact Report by Renzo Tonin & Associates [Ref: QC533-01F02 Acoustic Report (r2), dated 16 February 2022] has been prepared in relation to these lot. The report identifies these lots as being at Noise Level Category 1, 2 and 3. Mandatory Part 4.4 of the Queensland Development Code identifies the required noise reduction building treatments applicable to each Noise Category.

Further assessment by a suitably qualified acoustic expert should be sought in order to determine the appropriate building design and treatment required to effectively mitigate noise impacts for the provision of acceptable acoustic amenity in private open spaces and habitable rooms.

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1 Introduction

Arbourwood Pty Ltd proposes to develop a residential subdivision at 35-71 Anderson Road, Morayfield. The site location is shown in Figure 1. The real property description is Lot 14 to 18 on RP169621. The local authority is the Moreton Bay Regional Council (MBRC).

The purpose of this report is to present an assessment of the traffic noise impacts on the proposed development, and to establish the required attenuation measures to control noise intrusion to acceptable levels.

Renzo Tonin & Associates has been engaged by Arbourwood Pty Ltd to assess the traffic noise impacts onto the proposed development. The assessment has been undertaken in accordance with the Moreton Bay Regional Council *Planning Scheme Policy – Noise*.

The work documented in this report was carried out in accordance with the Renzo Tonin & Associates Quality Assurance System, which is based on Australian Standard / NZS ISO 9001. Appendix B contains a glossary of acoustic terms used in this report.

2 Site and Surrounding Area

An aerial photograph of the site and surrounding area is presented in Figure 2. The land adjoins Anderson Road to the south. Anderson Road is a single carriageway with one lane in each direction and currently carries approximately 5,300 vehicles per day. The posted speed limit is 70km/hr.

3 Proposed Development

It is proposed to subdivide the site into 168 residential lots. A site plan of the proposed development is shown in Figure 1. It is proposed to construct acoustic fences at the northern boundary of the site to reduce road traffic noise impacts. Access to the subdivision will be provided off Anderson Road.

4 Traffic Noise Intrusion

4.1 MBRC

Section 8 of the Moreton Bay Regional Council *Planning Scheme Policy – Noise* requires a transport noise impact assessment to address:

- *the requirements of the Queensland Development Code (QDC) MP4.4 Buildings in a Transport Noise Corridor; and*
- *the requirement for residential development to have private open space that meets the Environmental Emission Criteria identified in Department of Transport and Main Roads Policy for Development on land affected by Environmental Emissions from Transport and Transport Infrastructure Version 2 or as amended.*

4.2 Queensland Development Code MP4.4

Department of Housing and Public Works (DHPW) has introduced the Queensland Development Code (QDC) MP4.4 *Buildings in a Transport Noise Corridor* in 2010. The purpose of the QDC MP4.4 is to ensure any habitable rooms of Class 1, 2, 3 and 4 buildings located in a transport noise corridor are designed and constructed to reduce transport noise. The Code requires that each external façade of a habitable room be assigned a noise category which is dependent upon the future $L_{10\ 18hr}^1$ noise exposure at the façade. A summary of the noise categories is presented in Table 1.

Table 1: Noise category levels

Noise Category	Level of transport Noise ($L_{10\ 18hr}$)
Category 4	$\geq 73\text{dBA}$
Category 3	68-72dBA
Category 2	63-67dBA
Category 1	58-62dBA
Category 0	$\leq 57\text{dBA}$

Depending on the assigned noise category, the external facades are selected to achieve a minimum Weighted Sound Reduction Index (R_w) requirement as specified in Schedule 1 of the Code.

¹ $L_{10\ 18hr}$ is the arithmetic average of the 18 hourly measurements of the L_{A10} level or the noise level exceeded for 10 percent of the time between 6am and midnight on a typical weekday.

4.3 Development Affected by Environmental Emissions from Transport Policy – Version 4 October 2017

The requirement for private open space is either:

- ≤ 57 dB(A) L_{10} (18 hour) free field [measured L_{90} (18 hour) free field between 6am and 12midnight ≤ 45 dB(A)]; or
- ≤ 60 dB(A) L_{10} (18 hour) free field [measured L_{90} (18hour) free field between 6am and 12midnight > 45 dB(A)].

4.4 Traffic Noise Methodology

Existing traffic noise levels were measured on-site in accordance with AS2702-1984 - *Acoustics - Methods for the Measurement of Road Traffic Noise* and the DTMR *Road Traffic Noise Management: Code of Practice*.

Traffic volumes and composition for Anderson Road used in this assessment supplied by TTM Consulting Pty Ltd commissioned by Arbourwood Pty Ltd, specifically for the project. The calculations here-in rely on the accuracy of the TTM data.

Table 2: Traffic data

Road (Both Directions)	Traffic Volumes – AADT		Commercial Vehicles	Speed
	Year 2021	Year 2032		
Anderson Road	5,300	5,900	3%	70km/h

Physical data across the site have been obtained from drawings provided by Arbourwood Pty Ltd, aerial photographs and from site inspections.

Traffic noise levels have been predicted at various locations using the SoundPLAN² computer program. This program uses the CoRTN (1988)³ algorithms endorsed by DTMR.

The computer model for the site has been developed based upon the existing separation distances and 2021 traffic volumes. The model has been updated using 2032 traffic volumes to predict future traffic noise exposures at the site.

The Year 2032 noise modelling is based on natural contours. A revised assessment will be required using the Design Terrain levels for the site.

² SoundPLAN is an integrated software package for noise and air pollution evaluation developed in Germany by Braunstein + Berndt GmbH. It has been configured to predict the extent of (i) road traffic noise intrusion by application of the CRTN '88 algorithms and (ii) industrial noise emission using the CONCAWE algorithms. It is in use in several countries and has had widespread application throughout Australia. It is endorsed by Department of Transport and Main Roads, Brisbane City Council, Department of Environment and Science and most other State environmental authorities.

³ CoRTN 1988 – *Calculation of Road Traffic Noise*, UK Department of Transport HMSO, 1988.

4.5 Existing Traffic Noise Levels

The existing traffic noise levels were measured using an environmental noise logger. Traffic noise levels were obtained between Thursday 2nd December 2021 and Thursday 9th December 2021.

The noise logger was installed at the location shown in Figure 2. The microphone of the logger was positioned at a height of 2.5m above ground level at that location. The instrumentation was set to record the noise level statistics over consecutive 15-minute intervals throughout the test.

Test instrumentation consisted of:

- *Portable Noise Logger*: NTi-XL2 (S/N A2A-02422-D0, FW4.60);
- *Sound Level Meter*: NTi-XL2 (S/N: A2A-18877-E0, FW4.60); and
- *Acoustical Calibrator*: Larson Davis/NTi CAL200 (S/N 15600).

The logging results are presented graphically in Appendix B and are summarised in Table 3.

Table 3: Existing traffic noise levels (free field)

Parameter	Measured Level (dBA)
L _{10 18hr}	70
L _{90 18hr}	49

It can be seen in Table 3 that the existing average day-time background noise level (L_{90 18hr}) is greater than 45dBA, the noise level criterion for private open spaces would be 60dBA L_{10 18hr} (free-field).

4.6 Verification of Computer Model

The SoundPLAN computer model was verified by comparing the predicted noise level with the result at the measurement location. The parameters used in the model verification are presented in Table 4.

Table 4: Parameters used in the SoundPLAN model for current traffic volume

Parameters	Anderson Road (Both Directions)
18-hour count	4,982
Percentage commercial vehicles (%)	3
Traffic speed (km/h) (Zone)	70
Microphone height AGL (m)	2.5
Road Surface Correction (dBA)	+5

The predicted and measured values of the logger are compared in Table 5. It can be seen in this table that the difference between measured and predicted levels are within the accepted +/-2dBA tolerance.

Table 5: Comparison between the calculated and measured L_{10 18hr} values

Predicted	Measured	Difference
70.1dBA	70dBA	+0.1dBA

4.7 Future Traffic Noise Exposure

Using the SoundPLAN computer model, the future traffic noise exposures at each lot have been predicted. The parameters used in the model for the predictions are presented in Table 6.

Table 6: Parameters used in the SoundPLAN model for future traffic volumes

Parameters	Anderson Road (Both Directions)
18-hour count	5,546
Percentage commercial vehicles (%)	3
Traffic speed (km/h) (Zone)	70
Receiver height Above Ground Level (AGL)	1.8m – Representing Lowset residences 4.6m – Representing Highset residences 1.5m – Representing Open Spaces
Façade Correction (dBA)	+2.5
Road Surface Correction (dBA)	+5

The future noise levels have been predicted in the form of noise contours as shown in the following figures:

Figure 4: Open Space (1.5m AGL) – No acoustic fences

It can be seen in Figure 4 that the outdoor open space requirement of 60dBA (free-field) is expected to be exceeded at future lots. To reduce noise impacts to lower categories, noise amelioration measures will be required.

It is proposed to construct 2.7m high fences, as described below:

- 2.7m high acoustic fences – From Point A to E;
- 2.7m high acoustic fences – From Point F to J; and
- 2.7m high acoustic fences – From Point K to P.

The extents of these fence are shown in Figure 5, while the bottom and top RLs of the fences extracted from the model at Locations A to P are presented in Table 7.

Table 7: Bottom and Top RLs of proposed fences

Point (Refer to Figure 5)	Bottom RL of Fence (m)	Fence Height (m)	Top RL of Fence (m)
A	24.2	2.7	26.9
B	24.2	2.7	26.9
C	23.6	2.7	26.3
D	23.0	2.7	25.7
E	22.2	2.7	24.9
F	22.0	2.7	24.7
G	21.9	2.7	24.6
H	21.5	2.7	24.2
I	21.2	2.7	23.9
J	20.7	2.7	23.4
K	20.7	2.7	23.4
L	21.1	2.7	23.8
M	20.8	2.7	23.5
N	20.3	2.7	23.0
O	19.9	2.7	22.6
P	19.2	2.7	21.9

The fences should be gap-free and constructed to achieve a minimum superficial density of 15kg/m². This may be achieved using materials such as concrete tilt panel, masonry block wall, 35mm thick CCA treated lapped and capped timber palings or 75mm Hebel Power Panel.

The resulting traffic noise levels with proposed noise barriers are presented in the following figures:

Figure 6: Open Space (1.5m AGL) – 2.7m High Acoustic fences

Figure 7: QDC MP4.4 Noise Categories for lowset residences

Figure 8: QDC MP4.4 Noise Categories for highset residences

It can be seen in Figure 6 that the requirement of 60dBA (free-field) for outdoor spaces is expected to be achieved with the fences constructed – see Green contours.

It is recommended that future residences are designed and constructed in accordance with the Queensland Development Code (QDC) MP4.4 *Buildings in a Transport Noise Corridor*. The applicable noise categories, with the barriers in place are discussed in Section 4.8 below.

4.8 QDC MP4.4 Noise Categories with Noise Barriers

With the proposed fences in place, the QDC MP4.4 noise contours have been predicted at each allotment. The contours for ground and upper floors are shown in Figure 7 and Figure 8 respectively. Noise Category 0 and 1 are predicted at ground level, while up to Noise Category 3 is predicted at upper level for lots adjoining Anderson Road.

The MP4.4 Code will require that the glazing, external walls, roof, floors and entry doors of the proposed houses achieve minimum R_w ratings based upon the relevant noise category. The Weighted Sound Reduction Index (R_w) ratings are specified in Schedule 1 of the Code. An extract of Schedule 1 for Noise Categories of 0 to 3 are shown in Table 8.

Table 8: Minimum R_w rating for each relevant noise category

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

Noise Category	Minimum transport noise reduction (dBA) required for habitable rooms	Component of building's external envelope	Minimum R_w required
		Entry Doors	28
0	No additional acoustic treatment required – standard building assessment provisions apply.		

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

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

4.9 Property Notes

We recommended that the following property notes are recorded on Council's property system for proposed lots:

Future dwellings on Lots 1 to 13 and 95 to 121 are impacted by road traffic noise. A Traffic Noise Impact Report by Renzo Tonin & Associates [Ref: QC533-01F02 Acoustic Report (r2), dated 16 February 2022] has been prepared in relation to these lot. The report identifies these lots as being at Noise Level Category 1, 2 and 3. Mandatory Part 4.4 of the Queensland Development Code identifies the required noise reduction building treatments applicable to each Noise Category.

Further assessment by a suitably qualified acoustic expert should be sought in order to determine the appropriate building design and treatment required to effectively mitigate noise impacts for the provision of acceptable acoustic amenity in private open spaces and habitable rooms.

5 Conclusion

Based upon the analysis presented in this report, the following conclusions have been drawn:

- The site is affected by road traffic noise from Anderson Road;
- With no noise amelioration measures, the outdoor open space requirement of 60dBA (free-field) is expected to be exceeded at future lots, requiring noise mitigation measures to be implemented into the residential subdivision design;
- To reduce traffic noise to acceptable levels, it is proposed to construct 2.7m high acoustic fences as shown in Figure 5. The bottom and top RLs requirement for the fences at Locations A to P are shown in Table 7;
- The fences should be gap-free and constructed to achieve a minimum superficial density of 15kg/m². This may be achieved using materials such as concrete tilt panel, masonry block wall, 35mm thick CCA treated lapped and capped timber palings or 75mm Hebel Power Panel.
- With the acoustic fence in place, the outdoor open space requirement of 60dBA (free-field) is expected to be achieved at all future lots.
- It is recommended that future residences are designed and constructed in accordance with the Queensland Development Code (QDC) MP4.4 *Buildings in a Transport Noise Corridor*;
- QDC MP4.4 Noise Category 0 and 1 are expected at ground floors of future dwellings, as shown in Figure 7;
- QDC MP4.4 Noise Category 1, 2 and 3 are expected at upper floors of future dwellings, as shown in Figure 8;
- Future dwellings would be deemed noise affected and would require mechanical ventilation or air conditioning to achieve compliance with the Building Code of Australia (BCA). Supplementary professional advice from a mechanical consultant will be required for compliance with AS1668 and the BCA;
- The Year 2032 noise modelling is based on natural contours. A revised assessment will be required using the Design Terrain levels for the site; and

- We recommend that the following property notes are recorded on Council's property system for proposed lots:

Future dwellings on Lots 1 to 13 and 95 to 121 are impacted by road traffic noise. A Traffic Noise Impact Report by Renzo Tonin & Associates [Ref: QC533-01F02 Acoustic Report (r2), dated 16 February 2022] has been prepared in relation to these lot. The report identifies these lots as being at Noise Level Category 1, 2 and 3. Mandatory Part 4.4 of the Queensland Development Code identifies the required noise reduction building treatments applicable to each Noise Category.

Further assessment by a suitably qualified acoustic expert should be sought in order to determine the appropriate building design and treatment required to effectively mitigate noise impacts for the provision of acceptable acoustic amenity in private open spaces and habitable rooms.

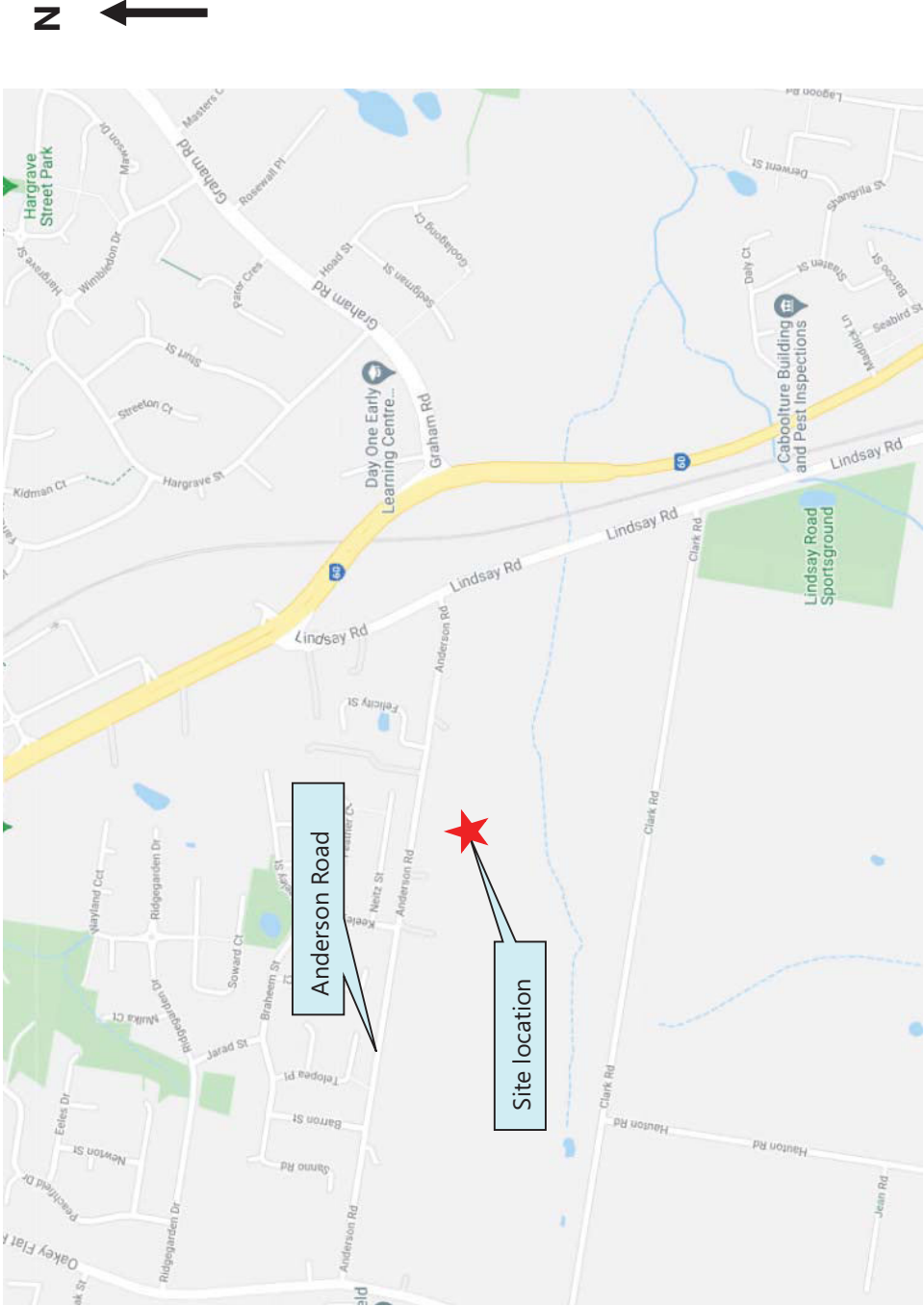


Figure 1: Site Location

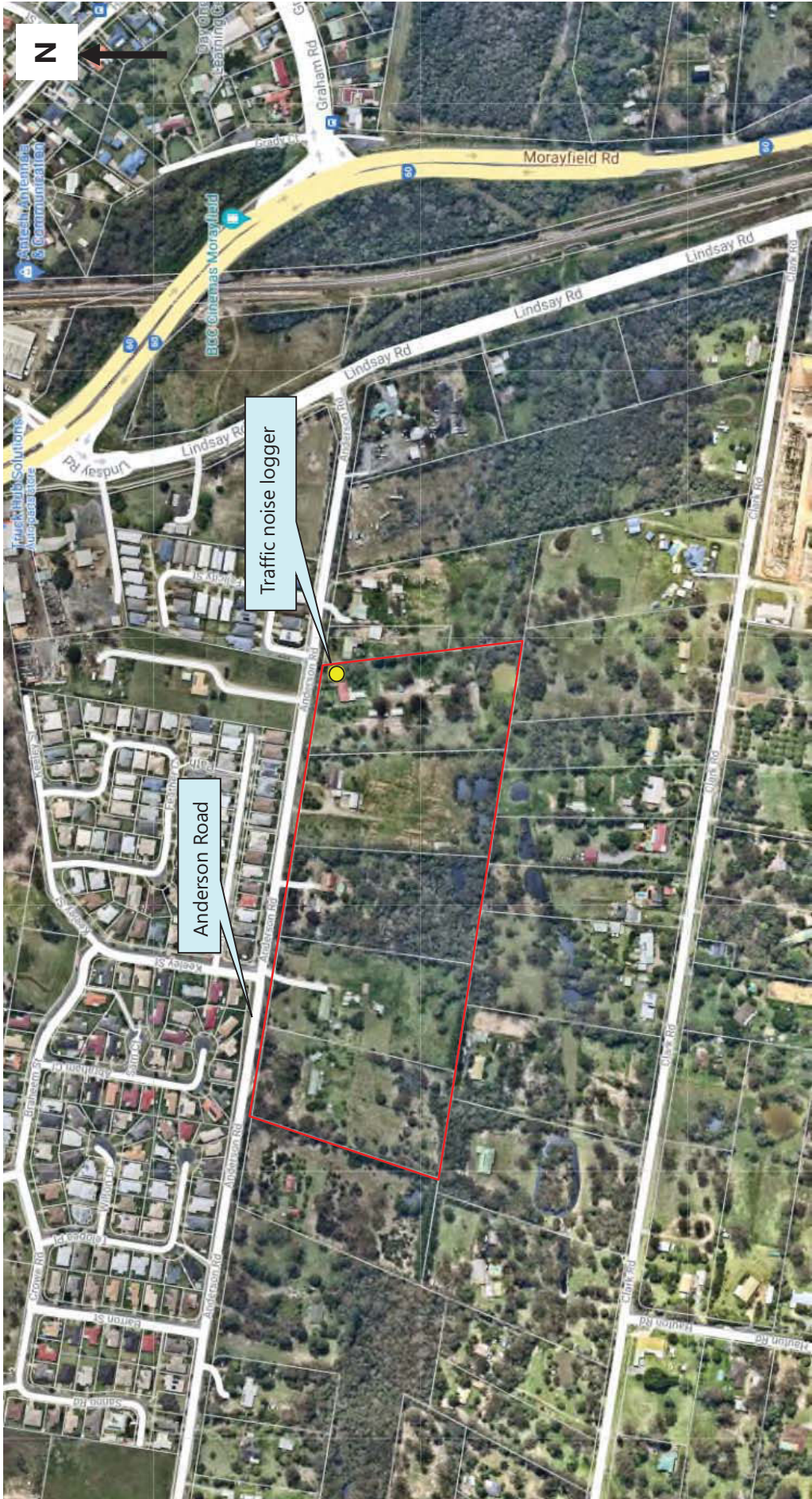


Figure 2: Aerial photograph of site and surrounding area

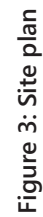


Figure 4: Open Space (1.5m AGL) – No acoustic fences

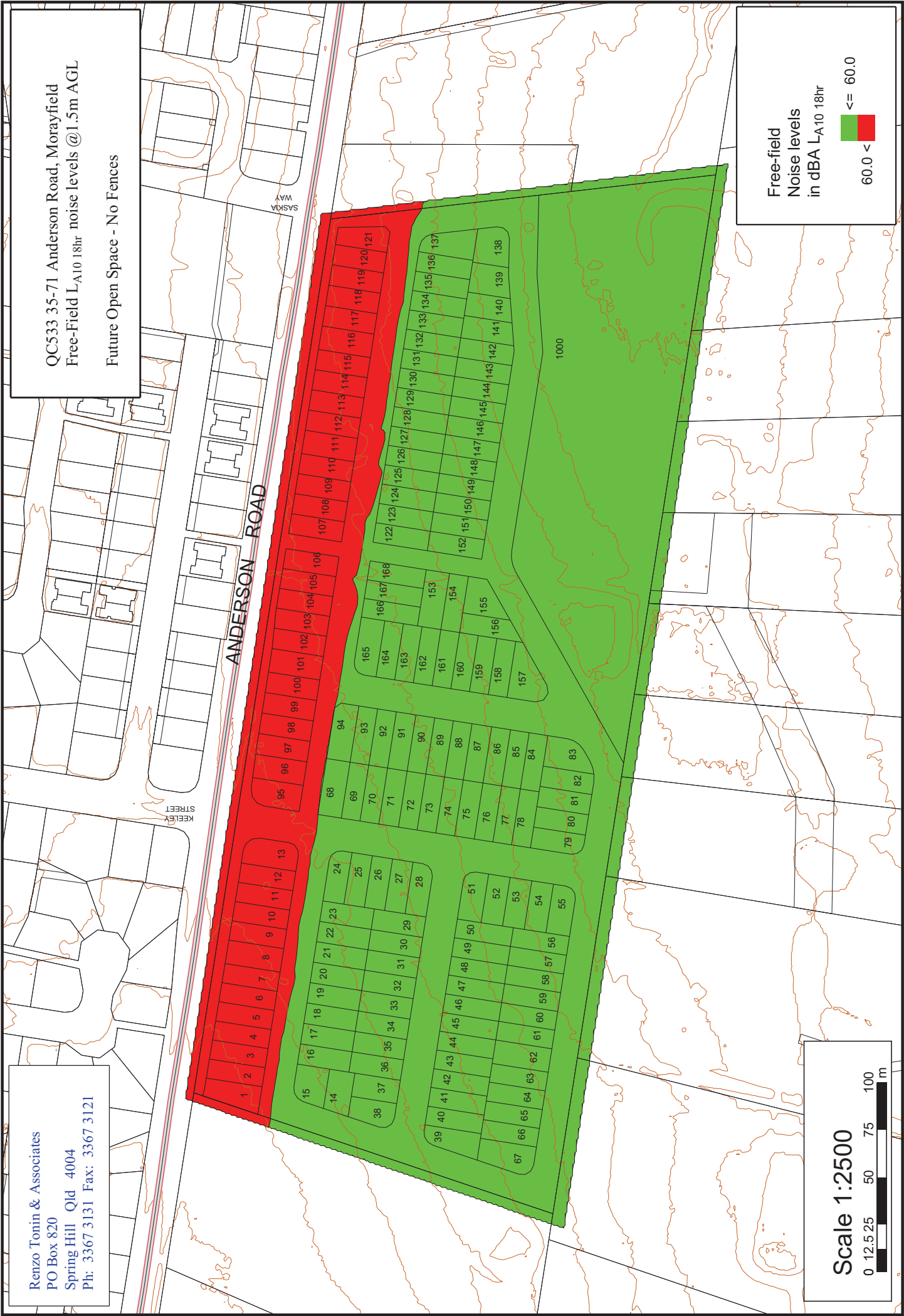


Figure 5: Proposed acoustic fences – 2.7m high

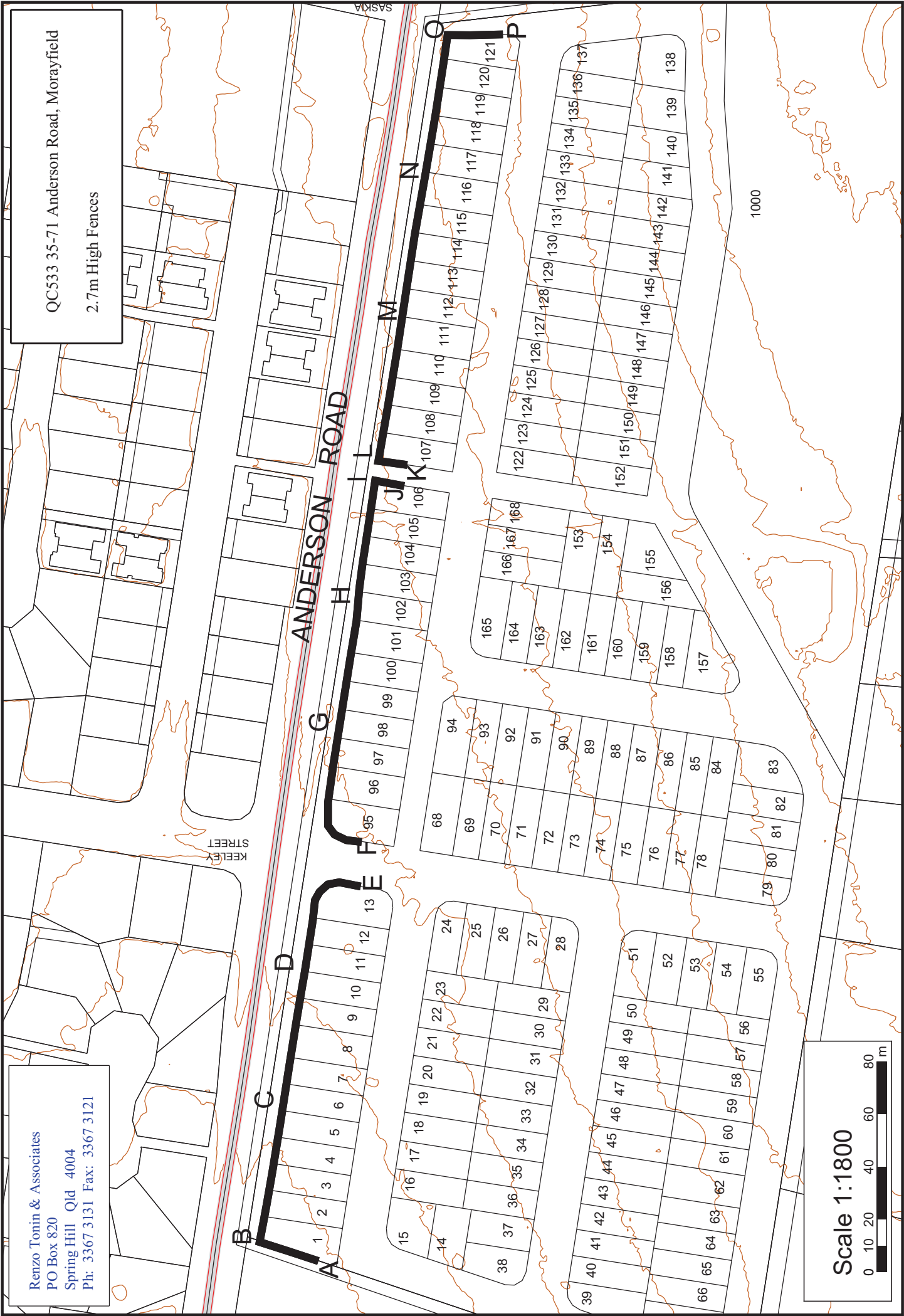


Figure 6: Open Space (1.5m AGL) – 2.7m High Acoustic fences

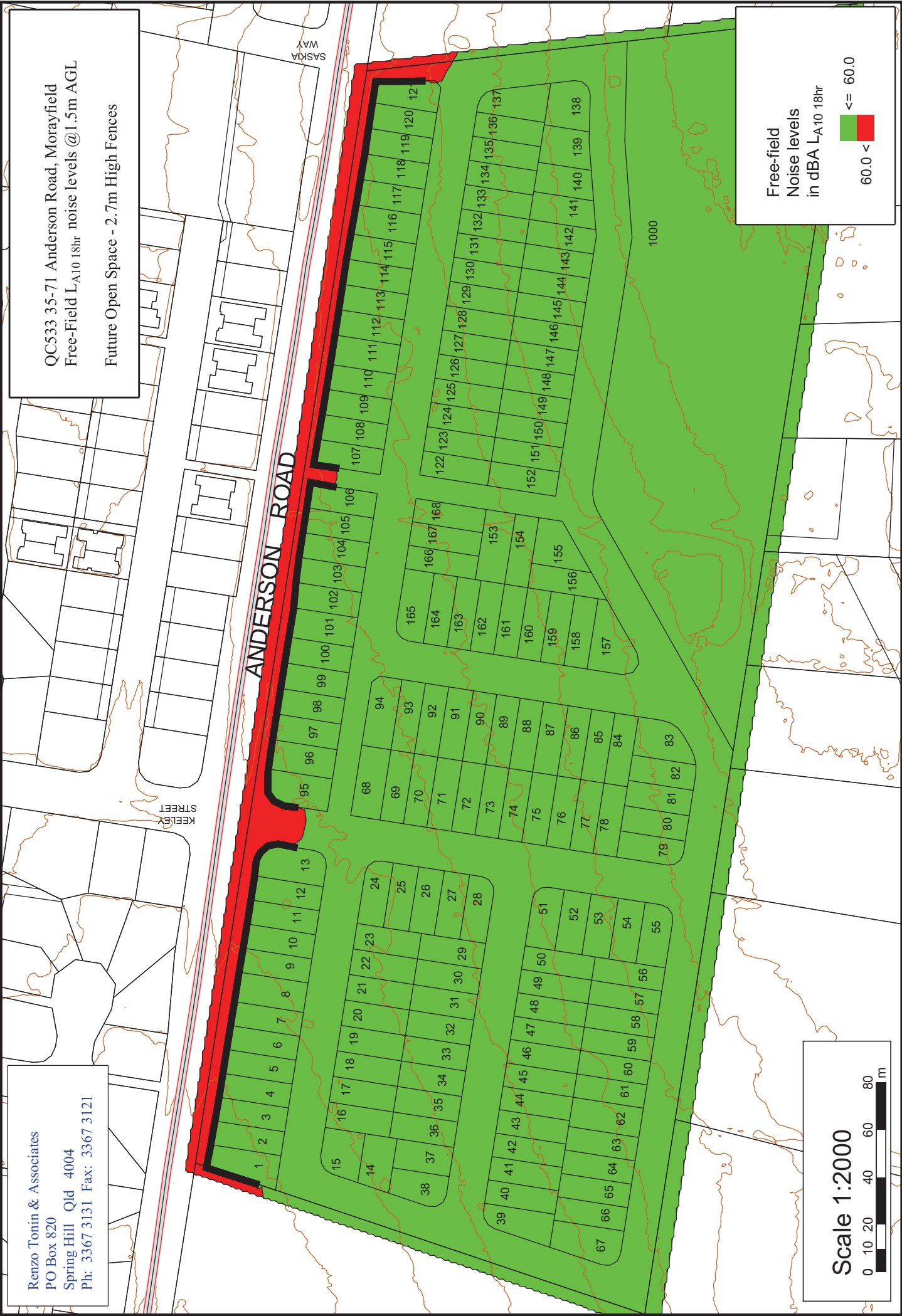


Figure 7: QDC MP4.4 Noise Categories for lowset residences - 2.7m High Acoustic fences

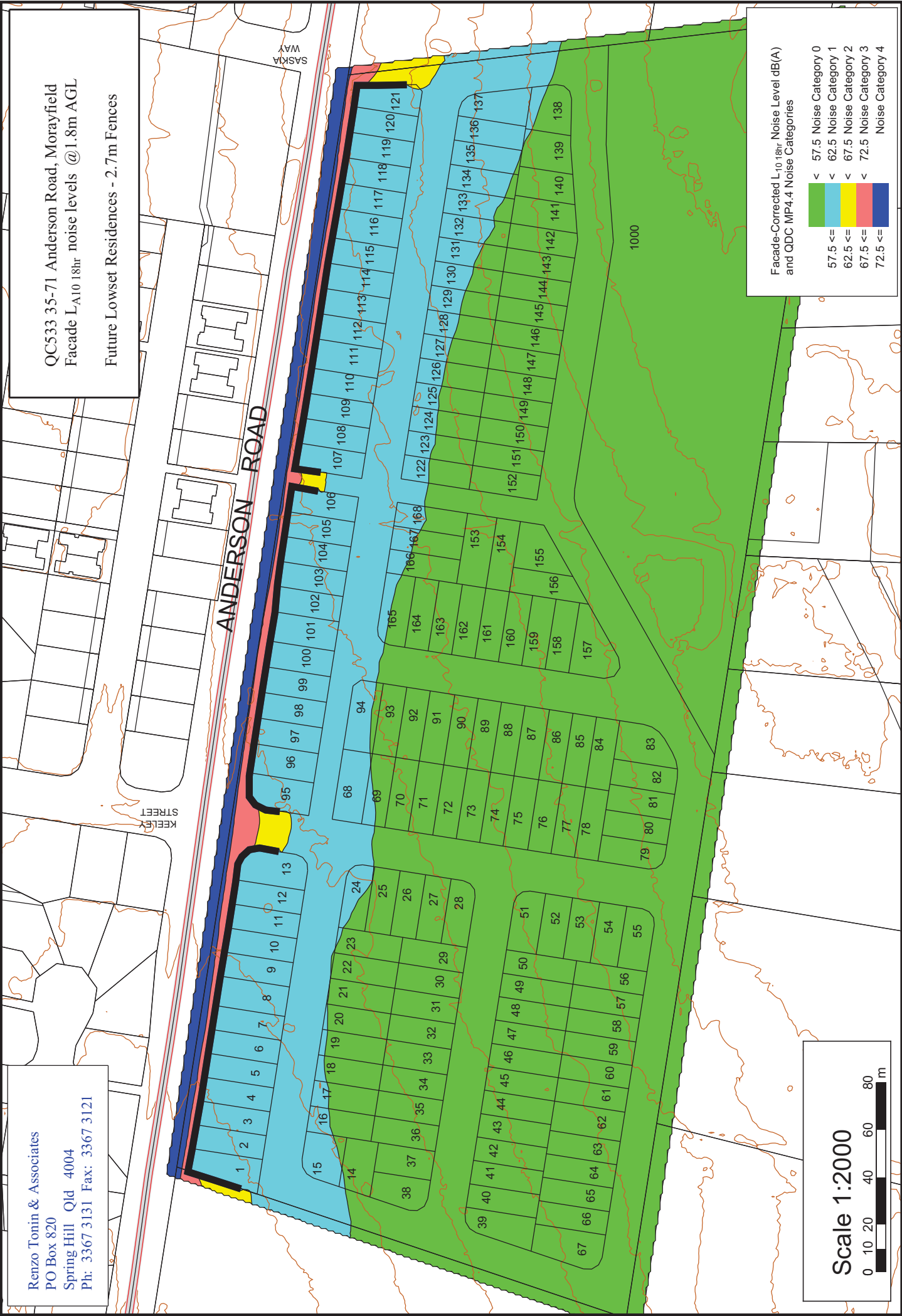
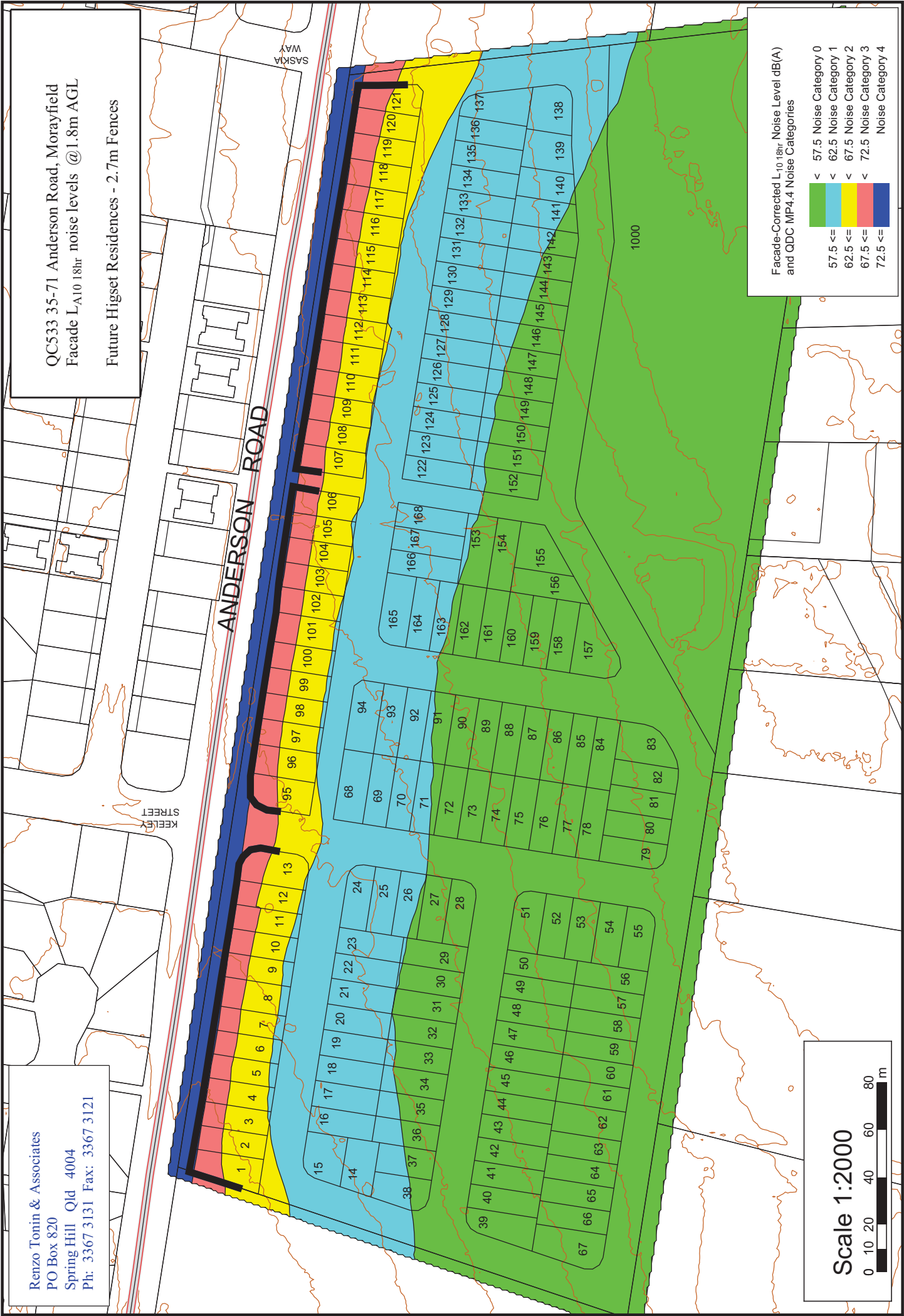


Figure 8: QDC MP4.4 Noise Categories for highset residences - 2.7m High Acoustic fences

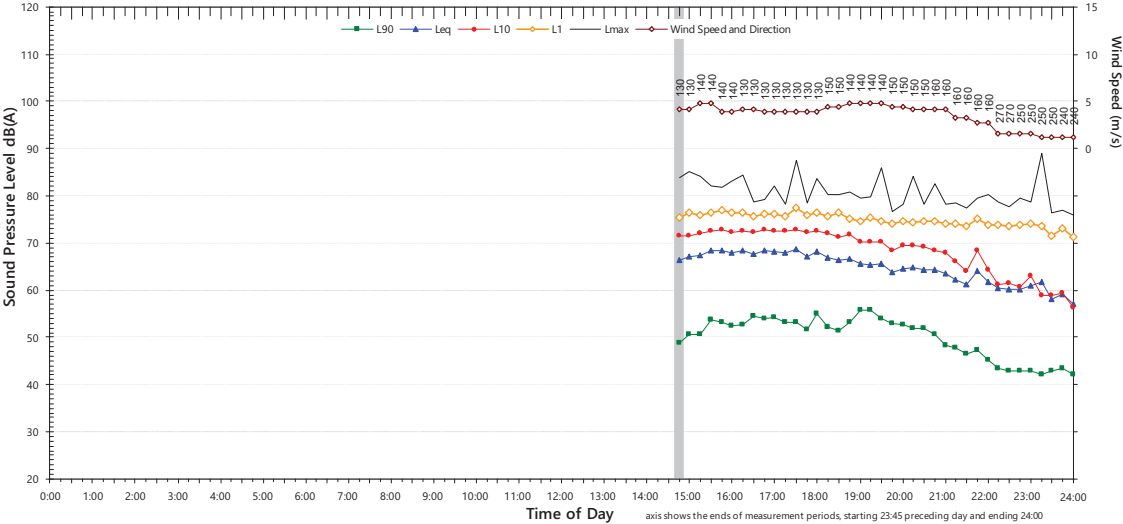


APPENDIX A Traffic Noise Measurement Results

Unattended Noise Monitoring Results

35-71 Anderson Road, Morayfield

Thursday, 2 December 2021



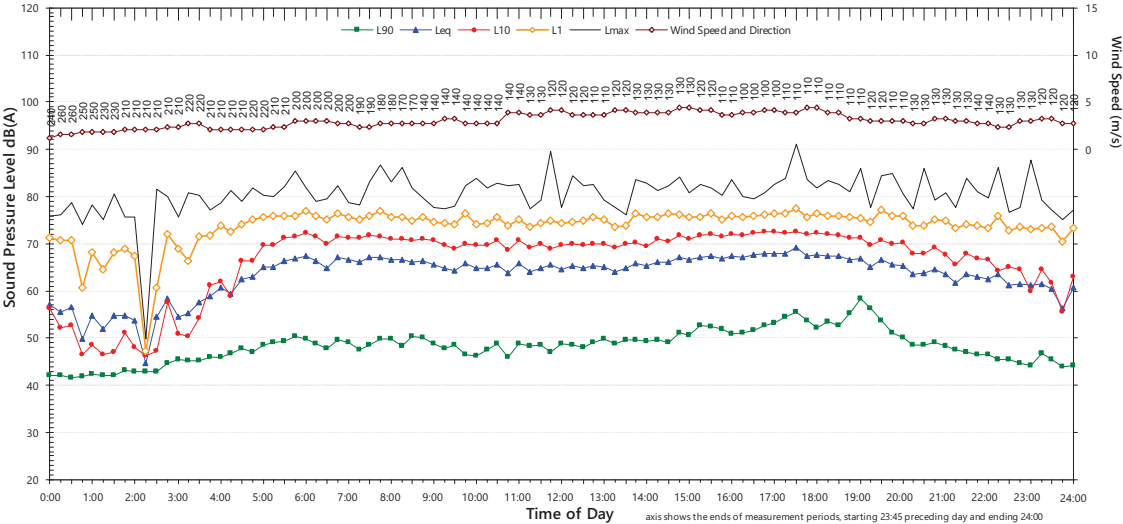
Representative Noise Levels			
Descriptor	Day	Evening	Night ²
	7am-6pm	6pm-10pm	10pm-7am
L _{max}	82	80	78
L ₁	76	75	71
L ₁₀	72	69	59
L ₅₀	52	49	43
Leq	68	65	62

DTMR Summary					
Descriptor	L _{max}	L _{eq}	L _{eq} 1h	L ₁₀	Max L ₁₀ 1h
Day	-	-	68	73	-
Night	-	78	-	66	71
8 Hour	-	-	-	-	45
12 Hour	-	-	-	72	73
18 Hour	-	-	-	68	50
24 Hour	-	-	65	-	-

Unattended Noise Monitoring Results

35-71 Anderson Road, Morayfield

Friday, 3 December 2021



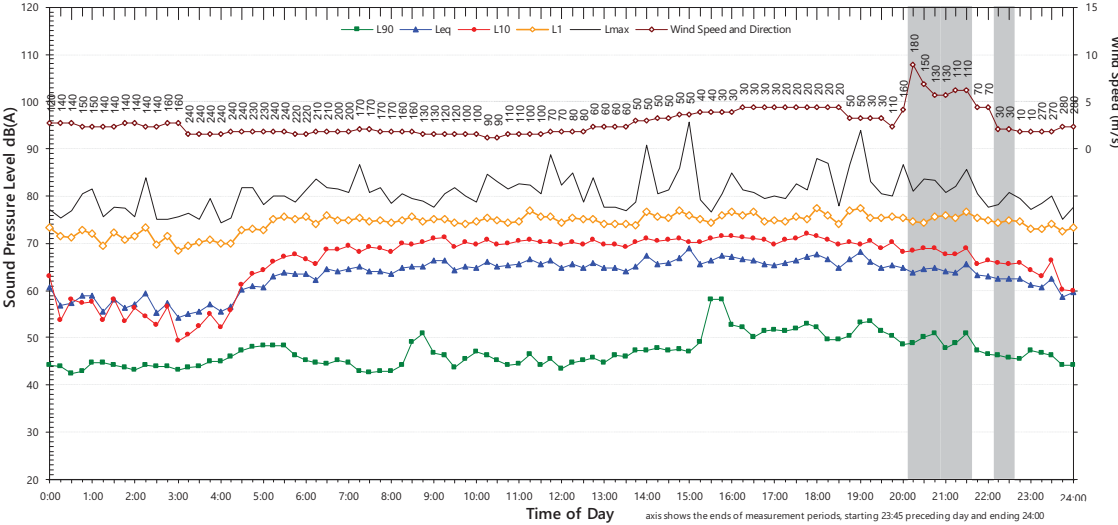
Representative Noise Levels			
Descriptor	Day	Evening	Night ²
	7am-6pm	6pm-10pm	10pm-7am
L _{max}	82	82	79
L ₁	75	75	73
L ₁₀	71	69	60
L ₅₀	48	48	44
Leq	66	65	61

DTMR Summary					
Descriptor	L _{max}	L _{eq}	L _{eq} 1h	L ₁₀	Max L ₁₀ 1h
Day	-	-	-	68	72
Night	-	78	-	63	67
8 Hour	-	-	-	-	45
12 Hour	-	-	-	71	72
18 Hour	-	-	-	69	49
24 Hour	-	-	65	-	-

Unattended Noise Monitoring Results

35-71 Anderson Road, Morayfield

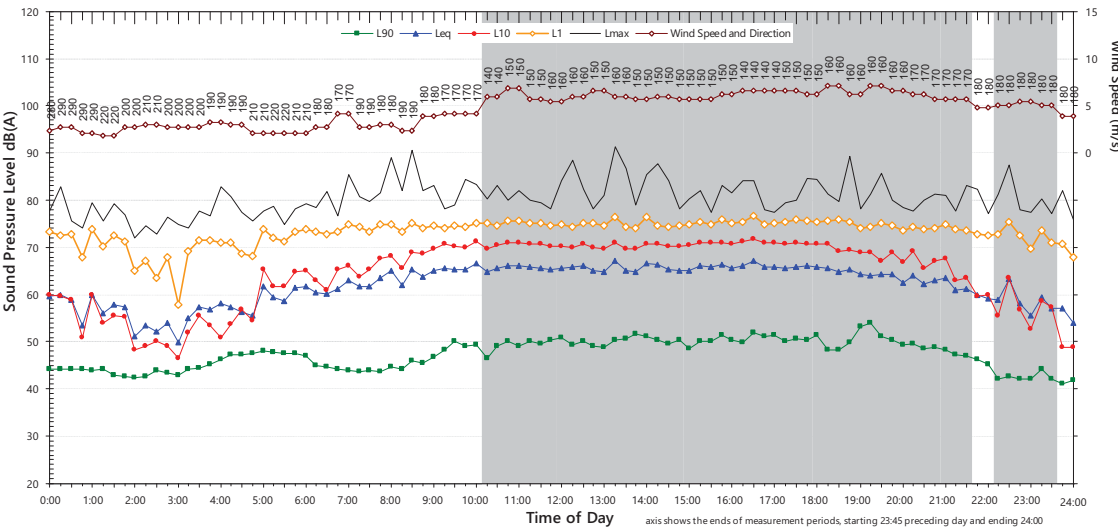
Saturday, 4 December 2021



Representative Noise Levels			
Descriptor	Day	Evening	Night ²
	7am-6pm	6pm-10pm	10pm-7am
L _{max}	82	83	78
L ₁	75	76	71
L ₁₀	70	69	58
L ₅₀	45	48	44
L _{eq}	66	66	59

DTMR Summary						
Descriptor	L _{max}	L _{eq}	L _{eq} 1h	L ₁₀	Max L ₁₀ 1h	L ₅₀
Day	-	-	-	67	71	-
Night	-	77	-	63	66	-
8 Hour	-	-	-	-	-	45
12 Hour	-	-	-	70	71	-
18 Hour	-	-	-	69	-	48
24 Hour	-	-	64	-	-	-

Unattended Noise Monitoring Results



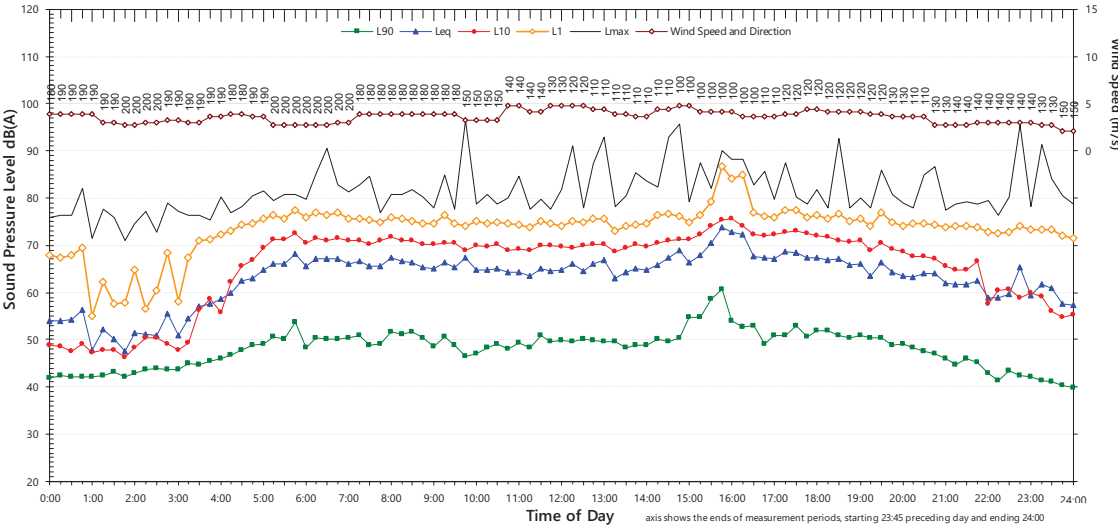
Representative Noise Levels			
Descriptor	Day	Evening	Night ²
	7am-6pm	6pm-10pm	10pm-7am
L _{max}	83	80	79
L ₁	74	73	69
L ₁₀	68	60	58
L ₅₀	44	45	43
L _{eq}	64	60	62

DTMR Summary						
Descriptor	L _{max}	L _{eq}	L _{eq} 1h	L ₁₀	Max L ₁₀ 1h	L ₅₀
Day	-	-	-	67	71	-
Night	-	78	-	67	71	-
8 Hour	-	-	-	-	-	45
12 Hour	-	-	-	67	71	-
18 Hour	-	-	-	65	-	45
24 Hour	-	-	63	-	-	-

Unattended Noise Monitoring Results

35-71 Anderson Road, Morayfield

Monday, 6 December 2021



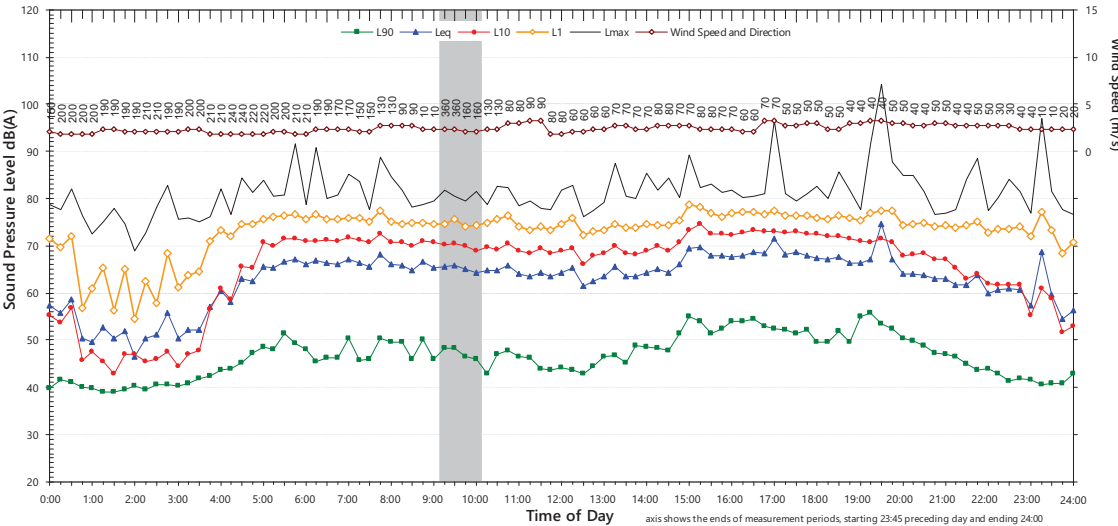
Representative Noise Levels			
Descriptor	Day	Evening	Night ²
	7am-6pm	6pm-10pm	10pm-7am
L _{max}	83	81	80
L ₁	76	75	70
L ₁₀	71	68	58
L ₅₀	49	46	40
L _{eq}	67	64	62

DTMR Summary					
Descriptor	L _{max}	L _{eq}	L _{eq} 1h	L ₁₀	Max L ₁₀ 1h
Day	-	-	73	-	75
Night	80	-	-	66	71
8 Hour	-	-	-	-	43
12 Hour	-	-	-	71	75
18 Hour	-	-	-	69	49
24 Hour	-	66	-	-	-

Unattended Noise Monitoring Results

35-71 Anderson Road, Morayfield

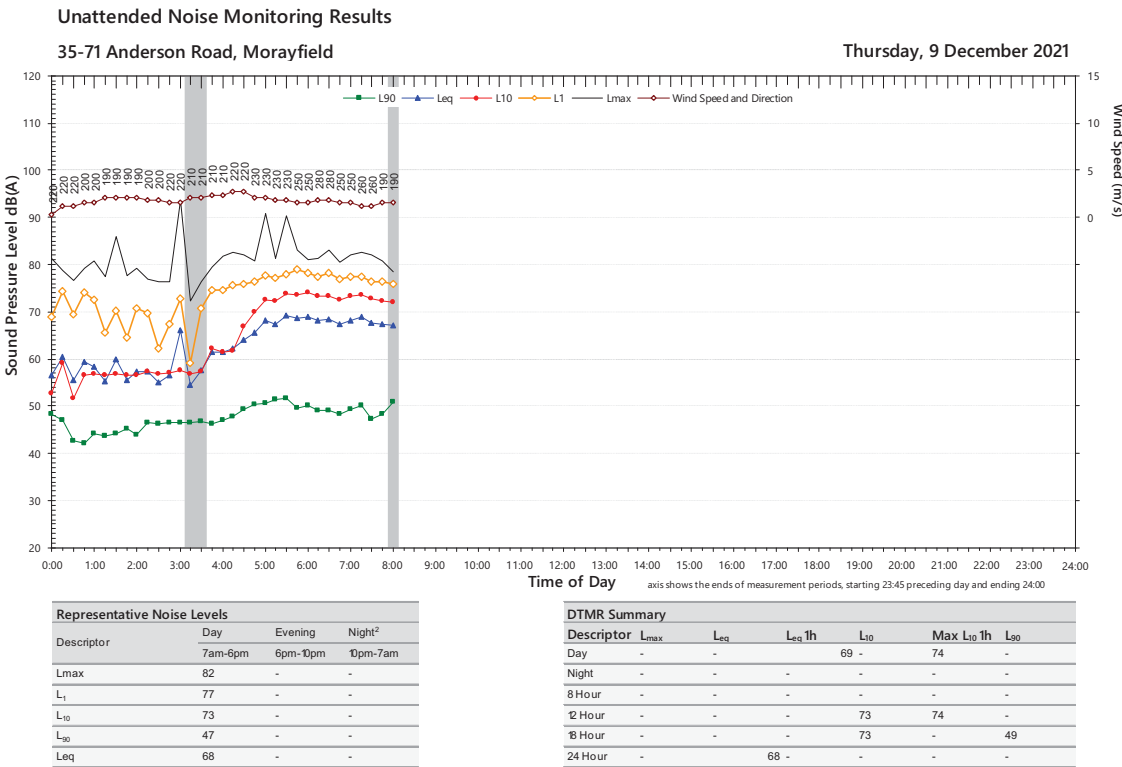
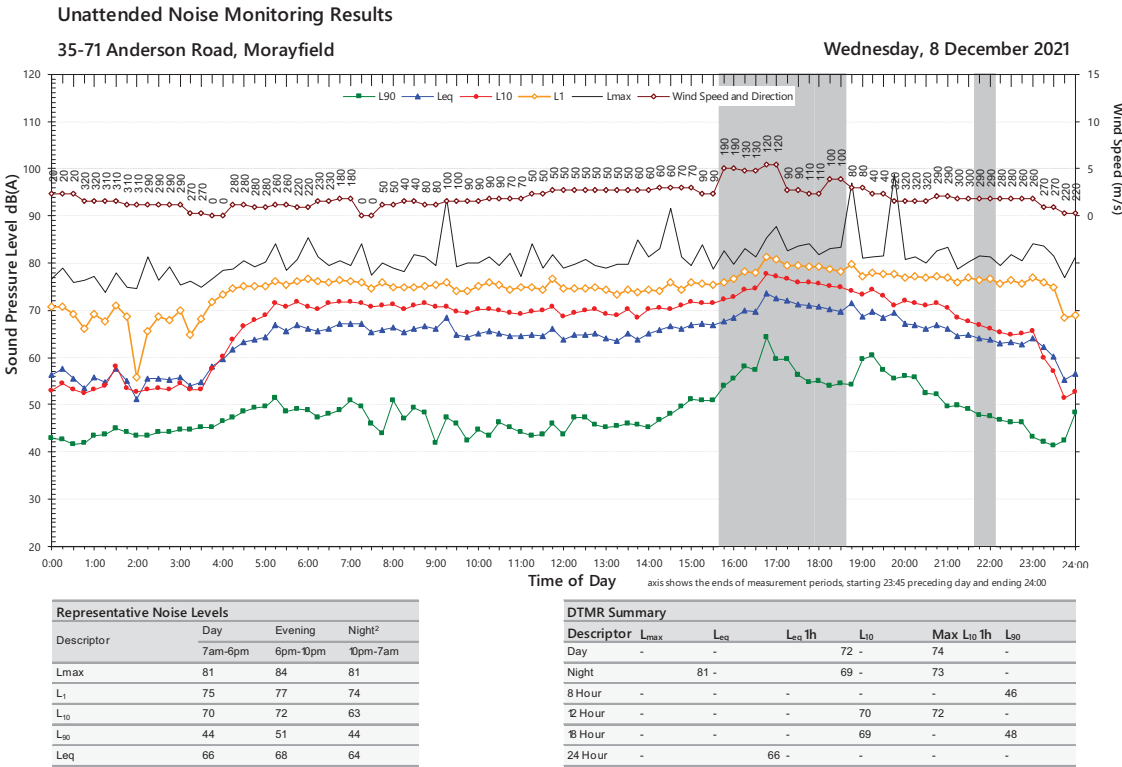
Tuesday, 7 December 2021



Representative Noise Levels			
Descriptor	Day	Evening	Night ²
	7am-6pm	6pm-10pm	10pm-7am
L _{max}	82	84	79
L ₁	75	75	72
L ₁₀	71	68	60
L ₅₀	46	46	43
L _{eq}	67	67	62

DTMR Summary					
Descriptor	L _{max}	L _{eq}	L _{eq} 1h	L ₁₀	Max L ₁₀ 1h
Day	-	-	70	-	73
Night	79	-	-	66	71
8 Hour	-	-	-	-	45
12 Hour	-	-	-	71	73
18 Hour	-	-	-	69	48
24 Hour	-	65	-	-	-

Notes:



APPENDIX B Glossary of Terminology

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

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

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



Annexure G Encumbrance Schedule

Easements & Covenants

Lot No	Location	Purpose	Type – Private or In Gross



Annexure H Guarantee and Indemnity

Parties:

Seller's Name	Arbourwood Projects No. 2 Pty Ltd ACN 661 375 113	(Seller)
Guarantor 1 Name	Melville Ray Syms	
Guarantor 1 Address	PO Box 1396, Woodford, QLD 1396	
Guarantor 2 Name		
Guarantor 2 Address		
Guarantor 3 Name		
Guarantor 3 Address		

(Guarantor)

Regarding - Contract for the sale and purchase of the Property to be made between the Seller and the Buyer named in the Reference Schedule (in the Contract)

(Contract)

It is agreed:

1. The Guarantor:
 - (a) has requested that the Seller enter into the Contract;
 - (b) enters into this Guarantee and Indemnity in consideration for the Seller agreeing to:
 - (i) enter into the Contract at the request of the Guarantor; and
 - (ii) pay the Guarantor \$1.00 within 10 Business Days after written demand by the Guarantor to the Seller; and
 - (c) acknowledges the receipt of valuable consideration from the Seller for the Guarantor incurring obligations under this Guarantee and Indemnity.
2. The Seller agrees to enter into the Contract at the request of the Guarantor.
3. The Guarantor acknowledges that, under the Contract:
 - (a) the Seller may effect a Dealing in favour of another person (**Third Party**); and
 - (b) if the Seller effects a Dealing, and the Contract is novated or assigned to the Third Party, the Buyer will be bound to perform the Buyer's obligations under the Contract in favour of the Third Party.
4. The Guarantor unconditionally and irrevocably guarantees:
 - (a) to the Seller the due and punctual performance by the Buyer of all of its obligations under the Contract;
 - (b) if the Contract is novated to the Third Party, the due and punctual performance by the Buyer of all of its obligations under any substitute contract for the sale and purchase of the Property that comes in effect as a result of a Dealing and novation (**Substitute Contract**); and
 - (c) if the Contract is assigned to the Third Party, the due and punctual performance by the Buyer of all of its obligations under the Contract,

irrespective of when they are to be performed.
5. The Guarantor, as a separate undertaking, unconditionally and irrevocably indemnifies the Seller and any Third Party against all liability, damages, costs, expenses and losses of any kind and however arising (including



penalties, fines, interest, duties, fees, taxes or legal fees on a full indemnity basis) which the Seller or any Third Party may suffer as a result of or arising directly or indirectly out of:

- (a) any default, breach or non-compliance by the Buyer of the Contract or a Substitute Contract (**Relevant Contract**);
- (b) a breach by the Buyer of any acknowledgement, promise, representation, warranty or the like by the Buyer in a Relevant Contract or otherwise, including any promise, representation, warranty or the like which was incorrect or misleading when made;
- (c) the Buyer having no obligations or being relieved of any obligations or any obligations of the Buyer becoming unenforceable under a Relevant Contract; or
- (d) making, enforcing and doing anything in connection with this Guarantee and Indemnity.

6. The Guarantor agrees that the Guarantor's liability and obligations under this Guarantee and Indemnity are not affected by any:

- (a) termination of a Relevant Contract as a result of any default or breach by the Buyer;
- (b) insolvency, bankruptcy, death, incompetency or winding up of the Buyer or of any Guarantor;
- (c) assignment or novation of a Relevant Contract by the Buyer or the Seller or a Third Party;
- (d) grant of time or other concession to the Buyer, Seller or a Third Party;
- (e) compromise, waiver, variation or novation of any of the rights of the Seller or a Third Party against the Buyer under a Relevant Contract;
- (f) delay by the Seller or a Third Party in exercising its rights or if the Seller or a Third Party does not sue the Buyer;
- (g) acquiescence, acts, omissions or mistakes on the part of the Seller or a Third Party;
- (h) purported rights of the Seller or a Third Party against the Buyer under a Relevant Contract being invalid, void or unenforceable for any reason including by operation of law or statute;
- (i) future variations or alterations to a Relevant Contract agreed between the parties to it, regardless of whether or not the Guarantor has first consented to the variation or alteration and regardless of any prejudice to the Guarantor arising from that variation or alteration;
- (j) other person who was named, intended or required to enter into this Guarantee and Indemnity not having done so or not having done so effectively;
- (k) waiver or other indulgence or the discharge or release of a Buyer or any other person from any obligation;
- (l) guarantee and indemnity from any other person who has entered into this Guarantee and Indemnity not being, for any reason whatsoever, enforceable; or
- (m) other acts, omission, thing or matter whatsoever which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations as surety.

7. This Guarantee and Indemnity:

- (a) extends to cover the Buyer's obligations under a Relevant Contract:
 - (i) regardless of any compromise, waiver or variation of any rights against the Buyer under the Relevant Contract; and
 - (ii) as amended, varied or replaced, whether with or without the consent of the Guarantor, even if the amendment, variation or replacement imposes additional obligations on the Buyer, beyond those presently in the Relevant Contract; and
- (b) is a continuing guarantee and indemnity and, despite Settlement, remains in full force and effect for as long as the Buyer has any liability or obligation under the Relevant Contract and until all of those liabilities or obligations have been fully discharged.

8. The Guarantor represents to the Seller (and for the benefit of any Third Party) that before the Guarantor entered into this Guarantee and Indemnity the Guarantor read and understood this Guarantee and Indemnity, the Contract and any other associated documents and had taken or been given the opportunity to take legal and other advice the Guarantor considered necessary.



9. If the Seller or a Third Party novates, transfers or assigns its interest in a Relevant Contract in favour of any person or entity (**Assignee**), the benefit of the Guarantor's obligations and indemnities under this Guarantee and Indemnity are assigned to the Assignee and the Guarantor must enter into any document that the Seller or a Third Party or Assignee may reasonably require to confirm the assignment. The Seller or a Third Party may assign the benefit of the Guarantor's obligations and indemnities under this Guarantee and Indemnity without affecting or discharging the Guarantor's liability as surety in any way.
10. The Seller or a Third Party does not have to sue the Buyer or enforce any rights against any person before claiming under this Guarantee and Indemnity.
11. This Guarantee and Indemnity binds each Guarantor individually and all of them jointly.
12. This Guarantee and Indemnity is a separate, collateral instrument to the Relevant Contracts.
13. The liability of the Guarantor is not discharged by payment to the Seller or a Third Party which is later avoided by law. If that occurs, the respective rights and obligations of the Seller or a Third Party and the Guarantor will be restored as if the payment had not been made.
14. Money paid to the Seller or a Third Party by the Guarantor must be applied first against payment of costs, charges and expenses under clause 5, then against other obligations under this Guarantee and Indemnity.
15. If there is any ambiguity in this Guarantee and Indemnity, it is to be interpreted in favour of the Seller or a Third Party. Any void, voidable or illegal term of this Guarantee and Indemnity is to be read down or severed leaving the balance operable.
16. The Guarantor acknowledges and agrees that this Guarantee and Indemnity was signed by the Guarantor before the Seller signed the Contract.
17. This Guarantee and Indemnity may be executed, exchanged and delivered in any manner permitted under the Contract for the execution and exchange of that document (including electronically).
18. Notices under this Guarantee and Indemnity are to be given in the manner set out under the Contract. The Seller may give notices to the Guarantor by giving the notice to the Buyer or the Buyer's Solicitor, including in the same instrument as any notice that is given to the Buyer.



WARNING: The Guarantor is agreeing to be legally liable for the performance of the Buyer under the Relevant Contract.

SIGNED by Guarantor 1 in the presence of:)
)
)

.....
Witness
(witness required unless signed electronically)

.....
SIGNATURE – GUARANTOR 1
By placing my signature above, I warrant that I am in the Guarantor named in this Guarantee and Indemnity.

SIGNED by Guarantor 2 in the presence of:)
)
)

.....
Witness
(witness required unless signed electronically)

.....
SIGNATURE – GUARANTOR 2
By placing my signature above, I warrant that I am in the Guarantor named in this Guarantee and Indemnity.

SIGNED by Guarantor 3 in the presence of:)
)
)

.....
Witness
(witness required unless signed electronically)
SIGNED by a duly authorised signatory of)
Arbourwood Projects No. 2 Pty Ltd ACN 661 375)
113 in the presence of:)

.....
SIGNATURE – GUARANTOR 3
By placing my signature above, I warrant that I am in the Guarantor named in this Guarantee and Indemnity.

.....
Witness
(witness required unless signed electronically)

.....
SIGNATURE – SELLER



Annexure I Plan of Development



Annexure J Additional Special Conditions

Variations to Contract

The terms of this Contract are varied in accordance with the table below as follows:

Special Condition - Foreign Buyer

1. If the Buyer is shown in the Reference Schedule as a Foreign Person, then:
 - (a) clause 10.2 of the Terms of Contract is deleted;
 - (b) this Contract is subject to the Treasurer of the government of the Commonwealth of Australia or the Treasurer's delegate (**Treasurer**) consenting to or providing a notice that the Treasurer has no objections (or similar) to the Buyer's purchase of the Property under FATA (**FIRB Approval**) no later than the date 30 days after the Contract Date (**Approval Date**);
 - (c) the Buyer must, each as an Essential Term:
 - (i) make an application for the FIRB Approval (**FIRB Application**) and pay all relevant fees and taxes associated with the FIRB Application and FIRB Approval within 5 Business Days after the Contract Date;
 - (ii) diligently pursue the FIRB Application;
 - (iii) give the Seller a copy of the FIRB Application and sufficient evidence that all necessary payments of fees and taxes have been made within 2 Business Days after the date the FIRB Application is made;
 - (iv) give Notice to the Seller of the outcome of the FIRB Application within 2 Business Days of determination by the Treasurer, indicating that the FIRB Approval:
 - (A) has been obtained (with a copy of the approval instrument) and, on giving of that Notice, Special Condition 1(b) is taken to be satisfied; or
 - (B) has not been obtained (with a copy of the refusal instrument) and, on giving of that Notice, this Contract is terminated; and
 - (v) give Notice to the Seller if the Buyer has not received notice from the Treasurer regarding the outcome of the FIRB Application by the Approval Date. The Buyer authorises the Seller to make inquiries with the Treasurer in this respect to verify this position.
2. If the Buyer fails to give Notice to the Seller under Special Condition 1(c)(iv) by 5:00pm on the Approval Date, then the Seller may by Notice to the Buyer terminate this Contract. This termination right ends if the Buyer first gives a Notice under Special Condition 1(c)(iv).
3. If the Contract is validly terminated under this Special Condition **Error! Reference source not found.** and the Buyer has not breached its obligations under this Special Condition **Error! Reference source not found.:**
 - (a) the Deposit and any Interest must be released to the Buyer; and
 - (b) the neither Party has any Claim against the other Party.
4. The Seller discloses that, as the Land is vacant, the FIRB Approval is likely to impose a condition that the Buyer commence building a dwelling on the Land within a certain period after the date of Settlement - usually within 24 months.



.....
Buyer 1 Sign

.....
Buyer 3 Sign

.....
Buyer 2 Sign

.....
Seller Sign