



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

Contract Date:

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

SELLER'S AGENT

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

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:	Proposed Lot 416, "Sage Burpengary", Stage 4				
	SUBURB:	Burpengary	STATE:	Qld	POSTCODE:	4505
	☐ Built On ☒ Vacant					
Description:	Lot: Proposed Lot 416 as identified on the Draft Survey Plan and the Disclosure Plan					
	On: SP 345208					
Title Reference:	To issue					
Area:	As shown on the Disclosure Plan ■ more or less	Land sold as:	☒ Freehold ☐ Leasehold	■ if neither is selected, the land is treated as being Freehold		
Present Use:	Vacant residential land					
Local Government	Moreton Bay 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:	■ Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.		
Deposit:	Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below. Balance Deposit (if any) payable on or before 2 Business Days after the Contract Date.		
Default Interest Rate:	■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.		

FINANCE

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

BUILDING AND/OR PEST INSPECTION DATE

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

Title Encumbrances:

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

Refer to:

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

Tenancies:

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

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)

- X - 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.

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 – Design Standards;
- 5. Annexure E - Deed Poll;
- 6. Annexure F – Draft Survey Plan;
- 7. Annexure G – Bushfire Management Plan;
- 8. Annexure H - Encumbrances Schedule;
- 9. Annexure I - Plan of Development;
- 10. Annexure J - Plan of Development - Pending Approval;
- 11. Annexure K - Guarantee and Indemnity; and
- 12. Annexure L - Additional Special Conditions.

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

Director/Secretary

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.

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

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 45 - Seller extension of Settlement Date
- n) Special Condition 47 - Settlement Statement
- o) Special Condition 55 - Performance of Contract
- p) Special Condition 58 - Further Acts
- q) Special Condition 61 - Insolvency of Seller - no default
- r) Special Condition 67 - Assignment
- s) 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.
1.1(qq) (Definition of Transfer Documents)	Delete clause.
2.3 (Investment of Deposit)	Delete clause.
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 the Seller will apply the Margin Scheme to:</i> (i) <i>this contract; and</i> (ii) <i>work out the amount of GST payable on the supply of the Property,</i> <i>and 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</i>



Clause No	Deletion, Amendment or Addition
	<i>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>
2.6 (Adjustments)	Delete sub-clauses (2)(c), (3), (5), (6) and (14). Clause 2.6(2) - delete the words "Subject to clauses 2.6(3), 2.6(5) and 2.6(14)," 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> (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> (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> <u>Amount x AL</u> AP <i>Where:</i> 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). AL = area of the Land in square metres. AP = area of the Base Parcel in square metres. <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> Clause 2.6(12) - delete clause and replace with the following: <i>"The cost of all Bank cheques payable at Settlement are the responsibility of the Buyer".</i>
3.5 (Concerning termination under Finance clause)	Insert a new clause 3.5 as follows: <i>"If the Buyer terminates this contract under clause 3.2(1) of the Terms of Contract, then the Buyer must provide the Seller with a copy of the finance decline correspondence from its Financier when the Buyer terminates this contract. This is an Essential Term."</i>



Clause No	Deletion, Amendment or Addition
5.3 (Documents and Keys at Settlement)	Clause 5.3(1)(a) - after the words "<i>after stamping</i>" insert the following words: <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> Clause 5.3(1)(b) is deleted and replaced with the following: <i>"any instrument necessary to release any Encumbrance over the Land which is not permitted or authorised by Special Condition 36 Title".</i> Clauses 5.3(1)(c), 5.3(1)(d), 5.3(1)(e) and 5.3(2) - delete.
5.6 (Reservations)	Delete clause.
6.2 (Extension of Settlement Date)	Delete clause.
6.3 (Delay Event)	Clause 6.3(8)(b)- amend by inserting the words "including a Health Emergency" at the end of the clause. Clauses 6.3(8)(b), 6.3(8)(c), 6.3(d) and 6.3(e) are amended to be clauses 6.3(8)(c), 6.3(8)(d) and 6.3(8)(e) respectively and new clause 6.3(b) is inserted as follows: <i>"(b) Health Emergency" includes the outbreak of any contagious disease or other public health issue (for example the coronavirus (COVID-19) but does not include a personal health emergency affecting the Buyer or the Seller."</i>
7.2 (Encumbrances)	Delete clause.
7.4 (Seller's Warranties)	Clauses 7.4(2)(a) & 7.4(2)(b) - delete clauses. Clause 7.4(4) - after the words "a warranty in clause 7.4(2) or 7.4(3)" insert the following words: <i>"and the Buyer is materially adversely affected by the warranty not being correct".</i>
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 "<i>Contract Date</i>" and replace them with the words "<i>Settlement Date</i>" Delete clauses 7.7(1)(d) & 7.7(1)(f).
7.9 (Dividing Fences)	Insert the words "<i>or to the cost of relocating any fence</i>" 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>



Clause No	Deletion, Amendment or Addition
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 <i>"provided the resale settles within 2 years of termination of this contract"</i> .
10.9 (Interpretation)	Insert new clauses 10.9(7) to 10.9(9) as follows: (7) Use of the word "including" Including and any similar expressions are not words of limitation. (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) (Electronic Settlement)	Delete clause 11.3(4) and replace with the following: 11.3(4) <i>The Seller will be taken to have complied with clause 5.3(1)(b) if:</i> (a) <i>at Settlement the Seller gives the Buyer an effective electronic release of any:</i> (i) <i>mortgage; and</i> (ii) <i>third party caveat;</i> (iii) <i>writ or warrant of execution; and</i> (iv) <i>statutory charge recorded on the Title, which are contained in the Electronic Workspace for Electronic Lodgement with the Queensland Land Registry; and</i> (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>

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) **Approvals** means the necessary permits or approvals for the carrying out of the development of the Stage or part the Estate or any part or parts of them, a copy of which may be obtained from the Seller's website at <http://www.cedarwoods.com.au/sage/>.
- (b) **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.
- (c) **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.
- (d) **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.
- (e) **Bushfire Management Plan** means the bushfire management plan prepared for the Seller which applies to the Land, a copy of which is attached in Annexure G.
- (f) **Cedar Woods** in the Design Standards means the Seller as well as Cedar Woods Properties Limited ACN 009 259 081.
- (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) **Compliant Bank Guarantee** means a guarantee or undertaking by a Bank acceptable to the Seller, which:
 - (i) is for the amount of the Deposit;
 - (ii) is issued in favour of the Deposit Holder as "*Favouree*" (as opposed to specifying the Seller as *Favouree*);
 - (iii) specifies that the Seller has agreed to accept the guarantee or undertaking instead of payment of a cash deposit;
 - (iv) requires the Bank to pay the Deposit Holder the Deposit amount immediately on presentation of the guarantee or undertaking without first checking with the Buyer or any other person;
 - (v) has no expiry date and is expressed to be unconditional and irrevocable;
 - (vi) contains the names of the Seller and the Buyer (and no other third party) and refers to this contract and the sale made under it, e.g.:
Osprey Property Pty Ltd ACN 105 740 592 sale of Lot [No.] Sage Burpengary to [Buyer's Name]; and
 - (vii) is otherwise on terms and conditions and in a form satisfactory to the Seller (acting reasonably) and any Seller's financier.
- (i) **Condition Subsequent** means the condition set out in Special Condition 5.1 **Condition Subsequent**.
- (j) **Cost** means any cost, fee, charge, expense, outgoing, payment, liability or other expenditure of any nature including legal fees.
- (k) **Dealing** has the meaning given in Special Condition 67.1 **Assignment**.
- (l) **Deed Poll** means the deed poll which is attached to this contract in Annexure E.
- (m) **Deposit Bond** means a bond or other surety (howsoever categorised) that is:
 - (i) from an insurance company or other institution acceptable to the Seller;
 - (ii) in a form acceptable to the Seller in its discretion;
 - (iii) for an amount equal to the Deposit (less any part of the Deposit paid in cash); and
 - (iv) payable on demand.
- (n) **Deposit Guarantee** means either:
 - (i) a Compliant Bank Guarantee; or
 - (ii) a Non-Compliant Guarantee.



- (o) **Design Standards** means the Design Standards which are attached to this contract in Annexure D in respect of matters including building improvements on the Land and within the Estate and the use of the Land and other land within the Estate as varied by the Seller from time to time.
- (p) **Disclosure Plan** means the disclosure plan which accompanies the Disclosure Statement.
- (q) **Disclosure Statement** means the documents titled **Disclosure Statement** (or similar, including the accompanying Disclosure Plan) given to the Buyer before formation of this Contract.
- (r) **Encumbrance Schedule** means the Easement and Covenant Schedule attached to this contract in Annexure H which sets out the easements and covenants affecting or proposed to affect the Land (and possibly other land or lots within the Estate).
- (s) **Estate** means the estate or proposed estate called *Sage Burpengary* of which the Land forms or is intended to form part.
- (t) **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.
- (u) **FATA** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- (v) **Finance Condition** means the condition in relation to approval of a loan contained in clause 3.1 of the Terms of Contract.
- (w) **Foreign Interest** means any person within the definition of "foreign person" in FATA.
- (x) **Further Statement** means a further statement for the purposes of Section 13 of the LSA.
- (y) **Guarantee** means the Guarantee and Indemnity attached in Annexure K.
- (z) **Guarantor** means the guarantor/s required by the terms of this contract to guarantee the performance of the Buyer.
- (aa) **Instalment Contract** has the meaning given to **instalment contract** in the PLA.
- (bb) **Interest** means interest earned on the investment of a cash Deposit (if any). In the Terms of Contract, Interest may be referred to as "interest".
- (cc) **Investment** means the investment of the Deposit by the Deposit Holder under Special Condition 39.
- (dd) **Latest Date** means the date 18 months after the Contract Date.
- (ee) **Latest Date Condition** means the **Latest Date Condition** referred to in Special Condition 11.
- (ff) **LSA** means the *Land Sales Act 1984 (Qld)*.
- (gg) **Non-Compliant Guarantee** means a:
 - (i) Deposit Bond; or
 - (ii) a guarantee or undertaking by a Bank that is not a Compliant Bank Guarantee.
- (hh) **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**.
- (ii) **Novation Deed** means a deed (in a form reasonably required by the Seller) to be made in relation to a Dealing and under which, on and from completion of the Dealing, the Third Party covenants in favour of the Buyer to be bound by the obligations of the Seller under this contract.
- (jj) **Object or Objections** means to object generally and includes to:
 - (i) object to a Variation;
 - (ii) object to Title;
 - (iii) avoid or attempt to avoid this contract;
 - (iv) refuse to effect Settlement;
 - (v) delay Settlement;
 - (vi) make any Claim, whether before or after Settlement, including a claim for damages or compensation or any reduction in the Purchase Price;



- (vii) retain any part of the Purchase Price;
- (viii) require the Seller to carry out any works;
- (ix) withhold a consent; or
- (x) seek an injunction.
- (kk) **Parcel** means Lots 8-12 on RP133823 (title references 14862133 to 14862137 respectively), 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.
- (ll) **Parties** means the Seller and the Buyer. In the Terms of Contract, Parties may be referred to as **parties**.
- (mm) **Party** means the Seller and/or the Buyer as the context requires. In the Terms of Contract, Party may be referred to as "**party**".
- (nn) **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.
- (oo) **PLA** means the *Property Law Act 1974 (Qld)*.
- (pp) **PPSA** means the *Personal Property Securities Act 2009 (Cth)*.
- (qq) **PPS Release** means a document or a copy of a document (which may be a letter) signed by a Secured Party giving a release of its Security Interest for the Property.
- (rr) **Promotional Materials** means all marketing materials (including website), models, artists impressions, display boards and similar in relation to the Property or the Estate.
- (ss) **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.
- (tt) **Proposed Lot** has that meaning given to the term **proposed lot** in the LSA.
- (uu) **Reference Schedule** means the Reference Schedule of this Contract.
- (vv) **Relevant Documents** means this Contract, the Disclosure Statement and any Promotional Materials.
- (ww) **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.
- (xx) **Schedule 3** means Schedule 3 of the *Telecommunications Act 1997 (Cth)*.
- (yy) **Secured Party** means the holder of a Security Interest.
- (zz) **Settlement** means the event of settlement of this contract. In the Terms of Contract, Settlement may be referred to as "**settlement**".
- (aaa) **Settlement Date Notice** means the Settlement Date Notice referred to in Special Condition 44.1(a).
- (bbb) **Settlement Materials** means all things which the Seller is required to provide or give to the Buyer (including, if applicable, by way of Electronic Settlement) at or following Settlement including any releases, withdrawals, documents, certificates, declarations, Notices, instruments, materials, letters or similar.
- (ccc) **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;
 - (ii) details of apportionment of Outgoings;
 - (iii) directions as to payment of the Balance Purchase Price and apportionment of Outgoings;
 - (iv) Settlement Materials; and
 - (v) any other particulars the Seller considers appropriate.
- (ddd) **Special Conditions** means the special conditions (if any) annexed to or forming part of this Contract.



- (eee) **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.
- (fff) **Sunset Date** means the date 18 months after the Contract Date.
- (ggg) **Survey Plan** means the survey plan to be registered with the Queensland Titles Registry creating Title, a draft of which is attached to this contract in Annexure F.
- (hhh) **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.
- (iii) **Third Party** means the person in whose favour the Seller effects a Dealing.
- (jjj) **Title** means title to the Land.
- (kkk) **Transfer Documents** means:
 - (i) a Form 1 Transfer under the *Land Title Act 1994* (Qld); and
 - (ii) a Form 24 Property Transfer Information (Part B – Transferor to complete) form.

(If before Settlement the Queensland Titles Registry changes their requirements or the form of the Transfer Documents, then the definition of Transfer Documents will be deemed to be amended to give effect to the intent of this contract so that to provide for the then equivalent forms and documents as determined by the Seller's Solicitors, acting reasonably).
- (lll) **Utility Infrastructure** includes all utility infrastructure:
 - (i) for the passage of any utility or Service; and
 - (ii) by passage of any means or system.
- (mmm) **Utility Services** means those Services that are required to be provided by the Seller to or for the Land by the Approvals.
- (nnn) **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) contours;
 - (xix) permitted uses;
 - (xx) roads or open spaces;
 - (xxi) location;



- (xxii) layout;
- (xxiii) size;
- (xxiv) dimensions;
- (xxv) area;
- (xxvi) any building envelope within the Estate;
- (xxvii) the Design Standards;
- (xxviii) community facilities within the Estate;
- (xxix) descriptions or identification numbers of lots and plans;
- (xxx) 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
- (xxxi) addresses – street names and numbers.

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 and Interest 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 and any other works contemplated under this contract including fencing 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 35 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 The Seller discloses that:

- (a) the Development Approval approves 159 residential lots (with balance land) to be created within the Estate;
- (b) the Seller makes no promise or representation about the likelihood or possibility of any further development approvals or change to the existing Approvals that will reconfigure the land within the Estate to create any further residential or other lots in the Estate; and
- (c) the Estate may or may not include more than the 159 residential lots currently approved by the Development Approval.

14.4 Special Condition 35 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. Design Standards

21.1 The Buyer must comply with the terms of the Design Standards. 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 Design Standards from time to time in relation to any land within the Estate, other than the Land;
 - (ii) exclude or elect not to enforce the Design Standards or parts of them; and
 - (iii) interpret and apply the Design Standards and the intent of the Design Standards,
 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 35 **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 Design Standards 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) Conditions 17 & 18 and Property Note 1 and 2 - Plan of Development (See Special Condition 24);
- (b) Condition 29 and Property Note 5 - Bushfire Management Plan (See Special Condition 23);
- (c) Conditions 41 - Screen Fencing - Hunt Road (See Special Condition 28);
- (d) Condition 46 and Property Note 3 - Site Access Prohibited. A property condition will be attached to the affected lots to advise access is prohibited for traffic management and safety reasons from Hunt Road; and
- (e) Condition 47 Refuse Collection - Bin Pads. The Seller discloses that the Seller is required to provide concrete bin pads to service lots 404 to 408 inclusive to accommodate the type and quality of refuse and recycling bins required to service the development, as shown on the approved drawings.

22.3 The Seller discloses to the Buyer that the Seller has lodged an application to change the density, layout, road locations, driveway locations, lot areas or stage boundaries for Stage 4 under the Approvals (**Change Application**). The Plan of Development – Pending Approval assumes that the Change Application will be approved. There may be a requirement in the future to further amend and update the Plan of Development.

22.4 Notwithstanding Special Condition 22.3 or any other provision of this contract, if the relevant Authority rejects or refuses the Change Application or requires amendments to the Change Application for the Seller to obtain the approval, the Seller may, depending on the extent of the differences between the final approved Approvals and the Land as described in this Contract:

- (a) be required to issue a further statement pursuant to Special Condition 16, if the variations are not substantial and the Seller is satisfied with the final approved Approvals; or
- (b) terminate the Contract pursuant to Special Condition 6.

23. Bushfire Management Plan

23.1 The Seller discloses that:

- (a) the Land is subject to the bushfire management requirements as set out in the Bushfire Management Plan;
- (b) construction of improvements on the Land must comply with the Bushfire Management Plan, which may include a requirement to obtain an independent assessment of the Land prior to construction of a dwelling on the Land;
- (c) the Bushfire Management Plan may include a building envelope plan; and
- (d) the Seller may make Variations to the Bushfire Management Plan provided the Variations do not materially adversely affect the Buyer's use or value of the Land.

23.2 If the changes are required to the Bushfire Management Plan in accordance with Special Condition 23.1, then the Seller will promptly issue an updated Bushfire Management Plan to the Buyer and that Bushfire Management Plan will then replace the draft Bushfire Management Plan that was provided to the Buyer prior to entering into this Contract as part of this Contract.

23.3 The Seller further discloses that:

- (a) any dwelling or improvement constructed on Lots in the future must be constructed in accordance with the recommendations and requirements for the Land as set out in the Bushfire Management Plan (if any); and
- (b) the Buyer will need to make its own enquiries about the requirements of the Bushfire Management Plan.



23.4 The Seller does not make any representations or give any warranties about the costs of compliance with the requirements as nominated for the Land in the approved Bushfire Management Plan.

24. Plan of Development

24.1 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.

25. Retaining Walls

25.1 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, footings of or batters adjoining the structure); and
- (c) of various materials, including concrete sleepers or boulders.

25.2 Any Retaining Wall may provide support to the Land and possibly adjoining land.

25.3 The Buyer must:

- (a) not change or remove the Retaining Wall unless a qualified professional first determines that the Retaining Wall may be changed or removed;
- (b) have a qualified professional inspect the Retaining Wall at regular intervals;
- (c) maintain the Retaining Wall in the same condition as at the Settlement Date, fair wear and tear excepted; and
- (d) not do anything that may compromise the structural integrity of the Retaining Wall.

25.4 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 (including for the reasons stipulated in Special Condition 25.1(b)); or
- (b) require the Seller to remove or relocate any Retaining Wall.

25.5 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.

25.6 Special Condition 35 **Covenant by Buyer on sale of Land** applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 23.

26. No representations to foundation requirements

26.1 The Seller makes no representation or warranty as to the type, nature or method of structural foundation or footing which may be required for future building of improvements on the Land.

26.2 The Buyer is solely responsible for causing the foundation of any improvements constructed on the Land to be fit for purpose.

27. Duplexes or Multiple Dwelling Units

27.1 The Seller discloses that:

- (a) certain lots within the Estate may be designated by the Seller or an Authority as duplex dwelling and / or multiple dwelling unit lots (**MDU Lots**); and
- (b) MDU Lots may incur additional payments pursuant to Approvals for the development of any dwelling.

27.2 The Buyer must not apply to the relevant Authority to designate the Land as a MDU Lot or further subdivide the Land without the express written consent of the Seller.

27.3 Special Condition 35 **Covenant by Buyer on sale of Land** applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 27.



28. Feature Fencing and Entry Features

- 28.1 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.
- 28.2 The Seller discloses that the Seller is required by the Approvals to install a 1.8m high screen fence for the full length of the Estate along Hunt Road in accordance with the approved Hunt Road Development Landscape Development Application report.
- 28.3 On and from Settlement, the Buyer grants a licence to the Seller to occupy and use the area of the Land where any feature fencing or entry feature (**Feature**) is installed by the Seller either wholly or partly on the Land prior to Settlement (**Licence Area**) for the Licence Term (**Licence**).
- 28.4 The Licence Term:
- (a) commences on the date on which Settlement occurs; and
 - (b) ends on the earlier of:
 - (i) the date the Seller removes the Feature from the Land (which the Seller is not required to remove at the end of the Licence); and
 - (ii) the date 20 Business Days after the sale of the last lot in the Estate by the Seller.
- 28.5 The grant of the Licence will not, in any way, grant any right of exclusive possession of the Licence Area to the Seller or create in favour of the Seller any tenancy or any right in the nature of a tenancy over the Licence Area.
- 28.6 The Buyer must not remove, replace or alter the Feature without the prior written consent of the Seller during the Licence Term.
- 28.7 Special Condition 35 applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 28.

29. Front Landscape Design

- 29.1 The Buyer must ensure that all lawn areas (inclusive of the Council verge) are turfed and landscaped within 6 weeks of the practical completion of the dwelling on the Land.
- 29.2 The Buyer must maintain all trees, shrubs, gardens and turf in good condition. If the Buyer does not adequately maintain the turf, the Seller may arrange, at its discretion, to have the turf replaced, and the Buyer must reimburse the Seller for the reasonable costs incurred by the Seller. The Seller and its contractors are authorised to enter the lawn area for such purpose.
- 29.3 The front yard landscape design and construction is to be undertaken in accordance with Section 3.12 and Section 7 of the Design Standards.

30. Planting Design and Species

- 30.1 When submitting a landscaping plan for approval, the Buyer must give consideration to species selection, pursuant to Section 7 of the Design Standards.

31. Design Standards compliance incentive

- 31.1 The Seller has gone to considerable effort to create a beautiful living environment in the parks and streets in the Estate. To assist buyers in completing their home (inclusive of driveway, fencing and landscaping) to a high level of presentation the Seller offers a performance-based incentive. The Seller agrees to incentivise the Buyer an amount of \$2,900.00 (including GST) provided the Buyer satisfies the conditions of this Special Condition to the Seller's reasonable satisfaction.
- 31.2 In order to qualify for the Incentive, the Buyer must meet a number of conditions, which must be complied with as follows:
- (a) the Buyer has substantially complied with all of its obligations pursuant to the terms of the Design Standards and all improvements on the Land are compliant with the Design Standards and have received prior covenant approval and final compliance approval from the Seller confirming that the improvements on the Land substantially comply with the Design Standards and the prior covenant approval given to the Buyer, with the Seller to act reasonably;
 - (b) a landscaping plan must be submitted to the Seller for approval prior to commencement of construction of the dwelling on the Land commencing in accordance with the requirements in the Design Standards;
 - (c) the Buyer must, at its sole cost, ensure that all lawn areas are turfed or landscaped and all trees, plants, shrubs or other vegetation are planted in accordance with the Design Standards;
 - (d) the Buyer must complete the landscaping and planting within the earlier of 6 weeks of practical completion and occupation of the dwelling on the Land;



- (e) the Buyer must give the Seller the following within the earlier of 8 weeks of practical completion and occupation of the dwelling on the Land:
 - (i) notice to the Seller that all works (including the completed house, garden, landscaping and planting) are complete in accordance with this Special Condition and the Design Standards; and
 - (ii) photographic evidence to the Seller that the works are completed in accordance with this Special Condition, which must include photos showing the completed home/dwelling, garden, front fencing (including side wing fencing and gates) and front yard landscaping,
 and then the Seller will inspect the Property to ensure compliance with the Design Standards, with the Seller to act reasonably; and
- (f) the Buyer must not be in breach of any terms of this contract or the Design Standards, at any time.

31.3 If:

- (a) the Buyer meets all the requirements in Special Condition 31.2; and
- (b) gives the Seller all information requested to enable the Seller to certify the Buyer's eligibility for payment of the Incentive under this Special Condition,

then the Seller will pay the Incentive to the Buyer's nominated account within 30 days of the Seller giving notice to the Buyer that the Seller is satisfied that the Buyer has met all the requirements in Special Condition 31.2.

31.4 The Buyer must not for the period after the Seller pays the Incentive to the Buyer and until the Seller completes the sale of the last lot within the Estate, make any changes to the Property or Land without the Seller's prior written consent (which must not be unreasonably withheld).

31.5 The Incentive is not assignable by the Buyer on a sale, however the Buyer will need to pass on the obligation to meet all covenants, including landscaping and planting requirements to any new owner.

31.6 The landscaping and planting must be completed to a standard which is satisfactory to the Seller, acting reasonably.

31.7 The Buyer must maintain all trees, shrubs, gardens and turf in good condition.

32. Driveway and Letterbox

32.1 The driveway and letterbox must be constructed in accordance with Section 3.11 of the Design Standards.

33. Construction Access

33.1 The Buyer irrevocably grants all Neighbouring Lot Owners a licence over that part of the Land that is reasonably required by the Neighbouring Lot Owners for the purpose of constructing a Boundary Structure on the condition that, for each relevant Neighbouring Lot Owner, they:

- (a) enter the Land at their own risk and cause as little nuisance as is reasonably practicable taking into consideration the construction work that is required to be carried out;
- (b) for the relevant party accessing the Land, have and maintain at all times public liability insurance for at least \$10 million per event for the activities to be carried out by the Neighbouring Lot Owners on the Land and provide a certificate of currency for such insurance to the Buyer;
- (c) give the Buyer at least 14 days prior notice of the date they first require entry onto the Land and provide the Buyer with its construction program for later access;
- (d) complete the works as expeditiously as reasonably possible; and
- (e) clean the Land of all materials and rubbish brought on to the Land by the Neighbouring Lot Owners when the construction work for the Boundary Structure is completed.

33.2 For the avoidance of doubt, the licence granted to each Neighbouring Lot Owner ends on completion of the construction of the Boundary Structure on the relevant Neighbouring Lot.

33.3 The Buyer will not unreasonably obstruct the Neighbouring Lot Owners' access to the Land or interrupt, disturb or cause any nuisance to the Neighbouring Lot Owners exercising their rights under the licence granted under this Special Condition.

33.4 The Buyer, if a beneficiary of a reciprocal right from a Neighbouring Lot Owner, accepts the benefit of such right from all Neighbouring Lot Owners.

33.5 The covenants and acknowledgements in this contract given by the Buyer to a Neighbouring Lot Owner are made and given for the benefit of all Neighbouring Lot Owners pursuant to section 55 of the *Property Law Act 1974* in consideration of the Seller selling the Property to the Buyer and may be enforced by the Neighbouring Lot Owners.

33.6 In this Special Condition:



- (a) **Boundary Structure** means any improvement on a Neighbouring Lot that is required or desired to be constructed by the Neighbouring Lot Owner on or near the boundary of the Neighbouring Lot and the Land and which has obtained all required approvals;
- (b) **Neighbouring Lot** means all residential lots in the Estate that adjoin the Land; and
- (c) **Neighbouring Lot Owners** means all registered owners of Neighbouring Lots and includes their agents, consultants, builders, contractors, invitees and other third parties required for the construction of any Boundary Structure on the Neighbouring Lots.

33.7 Special Condition 35 applies to the Buyer's unperformed obligations and the Seller's continuing rights under this Special Condition 33.

34. Acknowledgement Regarding Trees

34.1 The Buyer acknowledges and accepts that:

- (a) the Seller will be planting trees outside of but near or adjacent to the Land in the footpath/road reserve area in accordance with the Approvals, and the Buyer must take into consideration the locations and existing and future consequences of such trees (including any consequences of the existing and future tree root structures and spreading) when designing and locating any improvements on the Land, including but not limited to fences and concrete slabs for the dwelling and driveways; and
- (b) the Seller may delay the planting of trees outside of but near or adjacent to the Land until dwellings have been fully constructed on not less than 70% of lots within the Stage.

34.2 The Buyer may not Object to any matter in relation to the Seller's planting of such trees, including but not limited to the location or species of the trees and the timing of the Seller's planting, and the Seller is not liable for any future damage or issues with such trees and any improvements on the Land, including but not limited to fences and concrete slabs for the dwelling and driveways as the result of such trees

35. Covenant by Buyer on sale of Land

35.1 Special Condition 35.2 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.

35.2 If this Special Condition 35.2 applies, the Buyer must not effect or agree to effect a Transfer Dealing without first obtaining a Transfer Covenant from any Transferee.

35.3 In this Special condition 35:

- (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

36. Title

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

36.2 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.

36.3 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.

36.4 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.

37. Encumbrance Schedule

37.1 Without limiting Special Condition 36, the Land is sold subject to the benefit and burden of the Encumbrances in the Encumbrance Schedule.

37.2 Any Encumbrance in the Encumbrance Schedule will be on terms:

- (a) set out in the Encumbrance Schedule;
- (b) mandated by the relevant Authority; or
- (c) 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.

37.3 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.

37.4 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.

37.5 The covenants given by the Buyer pursuant to Special Condition 37.4 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.


38. Security Interests

- 38.1 Subject to Special Condition 38.2, the Buyer will only be entitled to receive a PPS Release from a Secured Party 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.
- 38.2 The Seller is not required to provide the Buyer with a PPS Release from a Secured Party in respect of any Security Interest over "*all present and after acquired property*" (or similar) of the Seller.

G DEPOSIT
39. Investment of Deposit

- 39.1 The Parties authorise and direct the Deposit Holder to invest the Deposit. The Deposit Holder may invest the Deposit:
- (a) with a Bank; and
 - (b) for a period, on terms and at an interest rate, determined by the Deposit Holder in its discretion.
- 39.2 The Deposit Holder is not required to make the Investment:
- (a) until the Buyer gives the Deposit Holder its tax file number (unless the Buyer is foreign);
 - (b) if the Deposit paid in cash is a nominal amount, as determined by the Deposit Holder;
 - (c) until the whole of the Deposit is paid;
 - (d) if the Settlement Date is anticipated to be within 90 days after the Contract Date;
 - (e) if the Buyer has notified the Seller that it intends to substitute a cash Deposit with a Deposit Guarantee; or
 - (f) if any Interest anticipated to be earned on the Investment would be less than the anticipated costs, fees and taxes for the Investment.
- 39.3 The Deposit Holder is not liable to either Party for any loss occasioned by any:
- (a) withholding tax being withheld or charged in respect of any Interest, irrespective of whether or not the Buyer notified the Deposit Holder of its tax file number;
 - (b) delay or failure in making the Investment;
 - (c) rollover of the Investment; or
 - (d) break costs or other fees being levied on or deducted from the Interest.
- 39.4 The Deposit Holder is authorised and directed to provide the Parties tax file numbers to the Bank holding the Investment.
- 39.5 The Buyer acknowledges that, if it does not provide its tax file number to the Deposit Holder, any Interest may be subject to withholding tax.
- 39.6 The Deposit Holder may appoint an appropriately licensed advisor to assist the Deposit Holder in placing the Deposit for investment. That adviser may be paid a fee, commission or trailer by the Bank that accepts the Deposit on investment.
- 39.7 The Party entitled to the Interest is responsible for and must pay:
- (a) all fees on the Investment; and
 - (b) any tax on the Party's entitlement. The Deposit Holder may deduct any tax from the Interest and pay it to the relevant taxing authority.
- 39.8 The Deposit Holder may, for bona fide purposes, including after request by the Seller or to satisfy the requirements of any project financier:
- (a) terminate the Investment and reinvest the Deposit and any Interest with a different Bank (including at a lower rate or where break costs apply);
 - (b) rollover the Investment if it expires (including with a different Bank); and
 - (c) terminate the Investment at a reasonable time before the Settlement Date (including if there are break costs), and the Buyer must not Object.
- 39.9 The Parties indemnify the Deposit Holder for the costs of preparing and lodging any income tax return required in respect of the Investment, in addition to the fee payable pursuant to Special Condition 39.14.



- 39.10 The Deposit Holder and Bank may deduct from the Interest:
- (a) any costs or fees; or
 - (b) taxes,
- payable by the Parties under this Special Condition 39 and, as required:
- (c) retain them for the Deposit Holder's or Bank's costs (as the case may be); or
 - (d) pay them to the relevant person or taxing authority.
- 39.11 The Investment is at the risk of the Party who is ultimately entitled to it. The Deposit Holder is not liable for any loss or if diminution occurs in value of the Deposit arising out of the Investment. All persons claiming any beneficial interest in or over the Deposit are deemed to take with notice of and subject to the protection conferred by this Special Condition 39.11 upon the Deposit Holder.
- 39.12 Any Interest:
- (a) is not part of the Deposit and is not attributable towards the Purchase Price on Settlement; and
 - (b) must be held with the Deposit until a Party becomes entitled to it.
- 39.13 Under no circumstances is the Seller entitled to receive any of the Interest before this Contract is settled or terminated.
- 39.14 The Party entitled to the Interest (and if more than one, in proportion to the entitlement) authorises the Deposit Holder, at Settlement or termination of the Contract (as the case may be and not before), to deduct from any Interest and retain for the Deposit Holder's absolute benefit, \$220.00 (including GST) in payment to the Deposit Holder for attendances associated with the Investment.
- 40. Compliant Bank Guarantee for Deposit**
- 40.1 Instead of paying the Deposit as a cash payment, the Buyer may lodge with the Seller's Solicitor a Compliant Bank Guarantee.
- 40.2 If the Buyer has already paid a cash Deposit, the Buyer may, at any time, elect to replace that cash Deposit with a Compliant Bank Guarantee.

NOTE: The requirements for a Compliant Bank Guarantee must be strictly met.

- 41. Non-Compliant Guarantee**
- 41.1 The Seller may, in its discretion accept from the Buyer as security for payment of the Deposit a Non-Compliant Guarantee to be lodged with the Seller's Solicitor. If that happens:
- (a) the Seller may at any time direct the Buyer to replace the Non-Compliant Guarantee with a Compliant Bank Guarantee or cash Deposit; and
 - (b) the Buyer must, as an Essential Term, comply with the direction within 10 Business Days after the date the direction under Special Condition 41.1(a) is made.
- 42. Calling on Deposit Guarantee**
- 42.1 Without limiting any other right or remedy of the Seller including those under this Contract or any right under statute or at common law, if:
- (a) the Contract authorises a call to be made on a bank guarantee; and
 - (b) the Buyer breaches or fails to comply with any term of this Contract,
- the Seller may direct the Seller's Solicitor to call on any Deposit Guarantee.
- 42.2 The Seller, Seller's Solicitor and the Deposit Holder are not required to notify the Buyer that:
- (a) a Deposit Guarantee is due to expire and must be replaced; or
 - (b) a call is to be made on a Deposit Guarantee,
- as a pre-condition to a call being made.
- 42.3 If a call is made upon a Deposit Guarantee, the proceeds received must be dealt with as the Deposit in accordance with:
- (a) any relevant provisions of the LSA and *Property Occupations Act 2014 (Qld)*; and
 - (b) the terms of this Contract.
- 42.4 If no call is made upon a Deposit Guarantee before Settlement, then the:
- (a) Balance Purchase Price will be determined without subtracting the Deposit; and



(b) Seller must return the Deposit Guarantee to the Buyer at or after Settlement.

42.5 The Buyer must not do anything which may cause a Deposit Guarantee to be withdrawn, revoked, compromised, terminated or limited in any way. This is an Essential Term.

43. Deposit Holder authority, release and indemnity

43.1 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.

43.2 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.

43.3 The Parties acknowledge and agree that the Deposit Holder:

- (a) is a third party intended to take the benefit of this Special Condition 43 within the meaning of the PLA;
- (b) acceptance of the Deposit is taken to be acceptance of the benefit of this Special Condition 43; and
- (c) is entitled to rely on the release and indemnity contained in this Special Condition 43, even though the Deposit Holder is not a party to the Contract.

H SETTLEMENT

44. Settlement Date

Settlement Date if Land is a Proposed Lot

44.1 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;
- (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; and
- (d) if applicable, the date 14 days after the date the Buyer gives Notice to the Seller that FIRB Approval has been obtained.

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

Settlement Date if the Land is titled

44.3 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
- (c) if applicable, the date the Buyer gives Notice to the Seller that FIRB Approval has been obtained.

45. Seller extension of Settlement Date

45.1 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

46. Adjustments and Apportionments

- 46.1 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.
- 46.2 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).
- 46.3 Despite any contrary provision in this Contract, the Seller is only entitled to request an adjustment for land tax in accordance with Special Condition 46.2 if:
- (a) where a separate valuation for the Land has issued, the separate valuation for the Land is \$600,000 or greater;
 - (b) where no separate valuation for the Land has issued, the Purchase Price is \$600,000 or greater;
 - (c) despite Special Conditions 46.3(a) or 46.3(b) applying:
 - (i) Settlement does not occur on the Settlement Date due to the Buyer's default, or the Settlement Date is extended by agreement between the Parties following a request for an extension by the Buyer; or
 - (ii) the Buyer is in default of any provision of this Contract at the Settlement Date.
- 46.4 Special Conditions 46.2 and 46.3 is solely for the benefit of the Seller and may be waived by the Seller at any time in its absolute discretion.
- 46.5 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.

47. Settlement Statement

- 47.1 Prior to Settlement, the Seller may give to the Buyer a Settlement Statement.
- 47.2 If the Buyer considers that there is an error or omission in respect of anything contained in the Settlement Statement, the Buyer must, within 3 Business Days after receipt of the Settlement Statement, and in any event not less than 2 hours before the time nominated by the Seller for Settlement on the Settlement Date, give to the Seller a Notice which clearly specifies the error or omission.
- 47.3 If the Buyer does not comply with the requirements of Special Condition 47.2:
- (a) the Buyer cannot later Object or assert that the Seller was not ready, willing or able to effect Settlement because of an error or omission in the Settlement Statement; and
 - (b) the Settlement Statement is taken to be correct and to list all the Settlement Materials.
- 47.4 The purpose of this Special Condition 47 is to:
- (a) require the Buyer to notify the Seller well before the time for Settlement if the Buyer considers that there has been an:
 - (i) error in the calculation of Settlement adjustments and figures; or
 - (ii) omission in the list of Settlement Materials; and



- (b) stop the Buyer from Objecting at or concerning Settlement on the basis of an error or omission that could have been drawn to the Seller's attention earlier.

47.5 The Seller may, at any time before Settlement, give the Buyer an updated or amended Settlement Statement and the provisions of this Special Condition 47 apply to that updated Settlement Statement.

47.6 Nothing in this Special Condition 47 prevents:

- (a) the Seller from recovering any shortfall in payment of the Purchase Price after Settlement;
- (b) the Buyer from recovering any over payment of the Purchase Price after Settlement; or
- (c) a Party from requiring any adjustment to be made between the Parties after Settlement in relation to Outgoings if it is discovered that Outgoings were not apportioned in accordance with this Contract.

J THE BUYER

48. Foreign Person

48.1 The Buyer warrants and represents to the Seller that the Buyer's status as a Foreign Person as shown in the Reference Schedule is correct.

48.2 The Seller has relied on and been induced by the Buyer's warranty and representation in Special Condition 48.1 in electing to enter into this Contract.

48.3 If the Buyer's warranty and representation in Special Condition 48.1 is not correct, the Buyer will be taken to have breached an Essential Term.

48.4 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 48.4(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.

48.5 If the Buyer fails to give Notice to the Seller under Special Condition 48.4(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 48.4(c)(iv).

48.6 If the Contract is validly terminated under this Special Condition 48 and the Buyer has not breached its obligations under this Special Condition 48:

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

48.7 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.


49. Buyer a trustee

49.1 In this Special Condition 49:

- (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 49 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.

49.2 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.

49.3 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 49.3(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.

50. Age of majority

50.1 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.

51. Personal guarantee

51.1 Special Condition 51.2:

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



51.2 If this Special Condition 51.2 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.

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

51.4 Special Condition 51.5 applies if the:

- (a) Buyer fails to comply with Special Condition 51.2; and
- (b) Seller signs this Contract notwithstanding the Buyer's failure.

51.5 If this Special Condition 51.5 applies, the Seller:

- (a) has not waived the requirements of Special Condition 51.2; and
- (b) may, at any time, exercise any of the Seller's rights arising from a default of an Essential Term by the Buyer.

51.6 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.

52. Insolvency or death of Buyer

52.1 The Seller directs the attention of the Buyer to Special Condition 61.

52.2 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.

52.3 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.

52.4 For the purposes of this Special Condition 52 **Buyer** includes any of the parties that comprise the Buyer.

K STATUS OF REPRESENTATIONS, WARRANTIES & ACKNOWLEDGEMENTS

53. Status of representations, warranties & acknowledgements

53.1 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.

53.2 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

54. Contract Execution, Counterparts & Exchange

54.1 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.

54.2 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.

55. Performance of Contract

55.1 The Seller may perform this Contract (including exercising a discretion or a right) in a manner which is most beneficial to it, acting reasonably.

56. Notices

56.1 Clause 10.4 of the Terms of Contract is deleted.

56.2 Notices under this Contract must be:

- (a) in writing; and
- (b) in English.

56.3 Unless stipulated otherwise under this Contract, Notices given by a Party's solicitor will be treated as given with that Party's authority.

56.4 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.

56.5 Subject to Special Condition 56.6, Notices given after 5.00pm are taken to be given on the next Business Day.

56.6 A Settlement Date Notice given under Special Condition 44.1(a) may be given by the Seller at any time up to 11.59pm.

56.7 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.

56.8 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
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- 56.9 For all purposes, the Parties consent to Notices and any other materials being given by electronic communication.
- 56.10 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.
- 56.11 This Special Condition 56.11 applies if the address of a Party included in the Reference Schedule is an address outside of Australia (Non-Australian Party). If this clause 56.11 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.
- 56.12 For the purposes of Special Condition 56.4 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.
- 56.13 A communication given using a messaging system in a Platform is not a Notice for the purposes of this Contract.
- 56.14 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.
- 57. Buyer's obligation to disclose rebates etc**
- 57.1 Special Condition 57.2 applies if the Buyer receives or takes from the Seller the benefit of any form of rebate or discount of a portion of the Purchase Price or other concession or valuable consideration (**Buyer Advantage**) including:
- (a) a contribution towards payment of Outgoings;
 - (b) payment of transfer duty; or
 - (c) other advantage under this Contract.
- 57.2 If this Special Condition 57.2 applies, the Buyer:
- (a) warrants and represents to the Seller that the Buyer will:
 - (i) fully disclose the existence of the Buyer Advantage to all parties who may have an interest in knowing about the Buyer Advantage including:
 - (A) the Buyer's financier; and
 - (B) any party who buys the Property from the Buyer;
 - (ii) not make any false declaration in respect of this Contract and the conveyance of the Land made pursuant to this Contract; and
 - (b) consents to the Seller disclosing any Buyer Advantage to any interested party, including the Buyer's financier; and
 - (c) must not Object to the Seller requiring any Transfer Documents or Electronic Workspace to be completed in accordance with all relevant practice notes, directions, articles and similar issued by the Queensland Law Society, the Queensland Land Registry and the Queensland Revenue Office.
- 58. Further Acts**
- 58.1 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.

58.2 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 58.1, 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.

59. Interpretation to favour binding contract

59.1 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.

59.2 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.

59.3 Notwithstanding Special Condition 59.2, 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.

60. Measurement of time

60.1 In relation to measurement of time:

- (a) where a period of time runs from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (b) a day is the period of time:
 - (i) starting at midnight; and
 - (ii) ending 24 hours later; and
- (c) any calculation of time is referenced to time in Brisbane.

61. Insolvency of Seller - no default

61.1 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.



61.2 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 61.1 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.

62. No Caveats

62.1 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.

62.2 Nothing in Special Condition 62.1 limits any rights of the Buyer to lodge or register a caveat over the Land after Title is created.

63. Priority Notice

63.1 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.

64. No Instalment Contracts

64.1 In this Special Condition 64 **Instalment Contract** has the meaning given to it under the PLA Act.

64.2 Notwithstanding any agreement between the Parties (including any term or Special Condition of this Contract):

- (a) the Parties agree that this Contract is not intended to be an Instalment Contract;
- (b) the Buyer is not bound to make a payment (other than a "deposit" as defined in the PLA Act) which would have the effect of making this Contract an instalment contract; and
- (c) if there is an agreement under which the Buyer is bound to make a payment which would have the effect of making this Contract an instalment contract, the agreement (including any obligations on the Seller) is severed and of no effect.

65. Contract Date

65.1 Special Condition 65.2 applies, if following exchange of this Contract, the Contract Date in the Reference Schedule has not been completed.

65.2 If this Special Condition 65.2 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

66. Privacy Collection Notice

66.1 **Application of Notice** – If the Seller is required by law to comply with the *Privacy Act 1988* (Cth) (the Act), then this Special Condition applies.

66.2 **Privacy Policy** - The Seller's Privacy Policy may be viewed at www.cedarwoods.com.au/Privacy-Policy.

66.3 **Collection of the Buyer's personal information** – The Seller collects personal information about the Buyer so that the Seller can administer the Seller's dealings with the Buyer, provide the Buyer with services and deal with any requests the Buyer may have. If the Seller does not collect the Buyer's personal information, then the Seller may be unable to deal with the Buyer's request or provide the Buyer with services and benefits, and the Seller may not be able to proceed with this Contract.

66.4 **Use of the Buyer's personal information** – The Seller uses the Buyer's personal information for the purpose of carrying out the Seller's functions and activities described on the Seller's website and in the Seller's marketing and other material, and for direct marketing (see below).

66.5 **Disclosure of the Buyer's personal information** – The Seller may disclose the Buyer's personal information to third parties, such as the Seller's related companies, IT providers who run the Seller's IT services, payment processors who process payments, marketing providers who provide marketing and public relations services, competition organisers, social media marketers, contractors, financiers, credit providers, insurers, solicitors, marketing agents, sales agents, rental agents and their staff, neighbouring lot owners to the Land, Authorities, the Queensland Revenue Office, Australian Taxation Office, the Buyer's builder (and related entities), telecommunications provider to contact the Buyer directly and provide the Buyer with any materials and any government body where the Seller is required to provide the Buyer's personal information by law. The Seller does not normally send the Buyer's personal information offshore, but should the Seller do so, the Seller will take reasonable steps to inform the Buyer of the country where the Seller's personal information is sent.

66.6 **Seller's Privacy Policy** – The Seller's privacy policy sets out the Seller's approach to the management of personal and sensitive information. Subject to the Act, the Buyer can have access to and seek correction of the Buyer's personal and sensitive information. The Seller's privacy policy contains information about how the Buyer can do this. The Seller's privacy policy also contains information about how the Buyer can make a complaint about a breach of privacy.



- 66.7 **Direct Marketing** – By signing this Contract, the Buyer consents to the Seller using the Buyer's personal information as described above and to let the Buyer know about products and services that the Seller thinks may be of interest to the Buyer, via direct marketing through electronic and other means. However, the Buyer may opt out of receiving marketing information at any time by using the contact details provided in the Reference Schedule. For more information, see the Seller's privacy policy, a copy of which can be obtained from the Seller upon request.
- 66.8 **Corporate Buyers** – If the Buyer is an entity other than a natural person, the information about the Buyer referred to in this Special Condition may include personal information concerning the Buyer's contact persons and other representatives and the Buyer must ensure that such representatives are informed of the matters in this Special Condition and provide the consent referred to in Special Condition 66.7.
- 67. Assignment**
- 67.1 The Seller may transfer or assign its interest or a part of its interest in the Land or any parcel of land from which the Land is to be created (or any part of it) to another person (**Dealing**).
- 67.2 There are a number of reasons why the Seller may effect a Dealing including:
- (a) to obtain or satisfy the requirements for the Seller's construction funding;
 - (b) corporate reconstruction purposes;
 - (c) to introduce a joint venture partner; and
 - (d) sale of the Estate to an entity who agrees to comply with the terms of this Contract.
- 67.3 If the Seller effects or proposes to effect a Dealing, the Seller will, in the Seller's total discretion either:
- (a) novate this Contract to a Third Party; or
 - (b) assign this Contract to a Third Party,
- as contemplated by this Special Condition 67.
- 67.4 The Buyer consents:
- (a) to any Dealing; and
 - (b) if the Seller elects to novate or assign this Contract to a Third Party, to the novation or assignment, including for the purpose of any consent required under the PLA.
- If Seller elects to novate contract***
- 67.5 If the Seller proposes to effect a Dealing and the Seller elects to novate this Contract to the Third Party:
- (a) before the Dealing is completed, the Seller must procure the Third Party to execute a Novation Deed;
 - (b) the Buyer waives any cooling off period applicable as a result of the Dealing and the Buyer must, if directed by the Seller or Third Party, as an Essential Term, execute and return to the Seller any instrument to confirm such waiver within 5 Business after direction;
 - (c) if the Seller directs, the Buyer and any Guarantor must be parties to the Novation Deed to covenant in favour of the Third Party to perform their respective obligations under this Contract and the Guarantee. The Buyer must, as an Essential Term, execute, and procure the Guarantor to execute, and return to the Seller the Novation Deed within 5 Business Days after direction; and
 - (d) on completion of the Dealing, the Seller is released from any further obligations under this Contract.
- If Seller elects to assign contract***
- 67.6 If the Seller effects or proposes to effect a Dealing, and the Seller elects to assign the benefit of this Contract to the Third Party:
- (a) the Third Party will have the benefit of the Seller's rights under this Contract as though the Third Party was named as Seller;
 - (b) the Seller will be taken to have performed its obligations under this Contract to the Buyer if those obligations are performed by the Third Party;
 - (c) for avoidance of doubt, for the purposes of this Contract, the Buyer must accept Transfer Documents signed by the Third Party; and
 - (d) no new contract is created as between the Third Party and the Buyer.
- 67.7 With respect to the Deposit:
- (a) on completion of a Dealing with a novation of this Contract as contemplated by Special Condition 67.5; or



(b) on an assignment of this Contract by the Seller as contemplated by Special Condition 67.6,
 then:

- (c) the Seller may transfer to the Third Party's nominated deposit holder the Deposit (and the Seller and the Buyer irrevocably authorise and direct the Deposit Holder to facilitate such transfer); and
- (d) if the payment of the Deposit has been secured by the provision of a Deposit Guarantee which is assignable, the Seller may assign the instrument to the Third Party; or
- (e) if the payment of the Deposit has been secured by the provision of a Deposit Guarantee which is not assignable, the Buyer must, as an Essential Term, within 10 Business days after direction by the Seller, provide to the Third Party's nominated deposit holder a replacement Deposit Guarantee or cash Deposit.

67.8 The Buyer may not assign or transfer or attempt to assign or transfer the Buyer's interest under this Contract without the prior written consent of the Seller. This is an Essential Term.

67.9 The Seller may:

- (a) mortgage or charge its interest in the Land or any parcel of land from which the Land is to be created;
- (b) obtain further advances on the security of the Land or any parcel of land from which the Land is to be created; and
- (c) enter into joint ventures or other agreements in connection with the development of the Estate or any parcel of land from which the Land is to be created.

67.10 The Buyer consents to the Seller doing any of the things mentioned in Special Condition 67.9 including for the purpose of any consent required under section 73 of the PLA.

68. Variation of Contract

68.1 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.

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

68.3 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.

69. Waiver

69.1 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.

69.2 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.

70. Entire Agreement

70.1 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.

71. Disclosure of potential benefits to Seller

71.1 The Seller discloses to the Buyer that:



- (a) the Seller, or a related party of the Seller, has entered into or may enter into arrangements with third parties (including any third party telecommunication service providers and/or builders) (**Third Party Providers**) in respect of the provision of services, utilities and/or building services to the Estate and its owners and occupiers (**Third Party Arrangements**);
- (b) the Seller may receive money, fees, commissions, premiums or benefits from Third Party Providers or other parties for procuring entry into or pursuant to the Third Party Arrangements (**Third Party Benefits**); and
- (c) as at the date the Buyer signs this contract, the value of the Third Party Benefits that the Seller may derive is not known.

72. No limitation of statutory rights

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

73. Reticulated Gas

73.1 The Seller has entered into an agreement with APT O&M (Qld) Services Pty Limited ("APT") (www.natural-gas.com.au) for the installation of natural gas infrastructure. The Buyer acknowledges that this agreement may terminate at any time and that natural gas infrastructure will only be installed if the agreement remains on foot.

73.2 The Buyer agrees that it must and must ensure that its agents, consultants, builders, contractors, invitees and other third parties not related to the Seller or APT cause no other utility assets or any other structure to be constructed directly above and in parallel to any gas main with a horizontal clearance of less than 250 mm. Where other utility assets (not installed by the Seller or APT) are found directly above the gas main, or with inadequate horizontal clearance, the Buyer is responsible for removing the other utility and any rectification costs. The Seller and APT will not be responsible for any costs associated with remediation. The Buyer acknowledges that APT reserves the right to curtail gas supply or cease construction of gas infrastructure if it believes there is a risk to gas assets or people until the clearance is rectified. The required clearances are as follows:

- (a) horizontal clearance of 250 mm from any other asset; and
- (b) vertical clearance of 150 mm when crossing any other assets.

73.3 The following minimum depths of cover will need to be maintained above the gas mains unless greater depth is stipulated by the relevant authority:

- (a) 750 mm final cover in new estates (600 mm is before installation of top soil to site);
- (b) 800 mm final cover in established areas; and
- (c) 1,200 mm final cover under nominated roads.

73.4 Prior to the Buyer being able to utilise natural gas, the Buyer will need to arrange a gas supply agreement with a natural gas retailer.

73.5 The Buyer acknowledges and agrees that any breach of Special Conditions 73.2 and 73.3 may prevent connection of the Land to the gas infrastructure or may require the Buyer to incur additional costs in order to connect the Land to the gas infrastructure following settlement.

73.6 The Buyer agrees and acknowledges that any additional costs payable as a consequence of a breach of Special Conditions 73.2 and 73.3 will be at the cost of the Buyer and the Buyer releases and indemnifies the Seller from all Claims arising from or in connection with the breach.

73.7 APT will determine the best design and use reasonable endeavours to supply every lot to enable prospective residents to connect to natural gas in accordance with the following:

- (a) lots with frontages less than 12.5 m to be provided with a minimum of 1 connection access point, ie, one road crossing to one shared property boundary (if main not installed on the same side of the road);
- (b) lots with frontages greater than 12.5 m wide (including all corner blocks and duplex sites) to be provided with 2 x connection access points - one at each shared property boundary (if main not installed on the same side of the road along the entire lot frontage);
- (c) 'battle-axe' lots - to be provided with one connection access point from the Council verge along the lot frontage. APT cannot install gas mains in private properties without owner's consent/easement acquisitions; and
- (d) Laneways - 'drive through lots' with two frontages - to be provided with one connection access point to one shared property boundary. APT to determine design based on clearances, overall design of reticulation and best accessibility to gas mains. Note: for laneways with reduced verge widths - gas mains cannot be installed in a 'common trench' where the verge is less than 700 mm.

73.8 Where easements are required to install gas mains, the Land will be subject to such easement/s and the Buyer will not Object.



- 73.9 If the Seller enters into and maintains an agreement with APT as referred to in Special Condition 73.1 in the stage in which the Land is located, the Seller discloses to the Buyer and the Buyer acknowledges and accepts that:
- (a) the infrastructure will be located in the street and the Buyer must make all connections of the Land to the infrastructure in the street at its own cost;
 - (b) the Buyer may elect to or elect not to connect the Land to the gas infrastructure;
 - (c) the Buyer must comply with all directions of APT in relation to access to and construction of structures to and near its infrastructure including sufficient horizontal and vertical clearances and depths; and
 - (d) prior to the Buyer being able to utilise natural gas, the Buyer will need to arrange a gas supply agreement with a natural gas retailer.



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

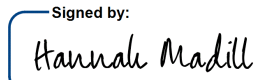
Promise, representation, warranty or assurance allegedly made	Person who is alleged to have said it	Date made
Nil	Nil	Nil

Signed by:

 1232B9B8277F459...

Buyer 1 Sign

Buyer 2 Sign

Signed by: **Buyer 3 Sign**

 41F150DBE14B48A

Seller Sign



Annexure D Design Standards

(follows this page)



Design Standards

Stage 4 - September 2024

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The Sage Vision
Space to Live Naturally

Embrace a balanced life.

Sage is a new masterplanned community in the heart of the Moreton Bay Region. Live amongst natural greenspaces in a serene enclave full of tree-lined streets. An inspirational new address, crafted for those who desire balance in their everyday lives.

Sage is nestled within the existing neighbourhood of Burpengary which has a strong natural landscape character. Housing will be contemporary, reflecting current design trends, and be environmentally savvy whilst respecting earlier housing traditions of the area and the bush setting.

These Design Standards will help you to create a home that is a part of the Sage vision and give you an opportunity to visualise your future neighbourhood. These Design Standards will guide you through palette and design options, streetscape presentation and sustainability strategies which will reduce the impact of your home and lifestyle on the local environment.

These Design Standards will create a cohesive style of housing and in doing so helps to protect your investment in Sage.



Design Standards and Approval Process

Overview

To help protect the future lifestyle and investment appeal to all residents of the Sage community, Design Standards have been developed to promote:

- the Sage estate being developed with a high standard of lifestyle in mind;
- the intention of Cedar Woods to create a residential estate comprising quality housing and landscaped surrounds;
- the significant investment in the Sage estate made by Cedar Woods (as it has an interest in maintaining the value and desirability of lots within the Sage estate);
- unsold lots in the Sage estate (the value of which depends, in part, on the Sage estate continuing to be and being regarded as a quality residential community);
- the value of other lots in the Sage estate already sold to other owners (as it depends, in part, on the Sage estate continuing to be and being regarded as a quality residential community); and
- the interest of all owners of land within the Sage estate that Cedar Woods exercises supervision and control to regulate the design and construction standard of dwellings, other improvements and landscaping within the Sage estate and other matters generally.

The design of each house is a key component of achieving a harmonious and cohesive community. To achieve a successful streetscape, dwellings must include façade treatments and use of materials that contribute and enhance the contemporary setting of the development, as well as allowing individual expression.

Additionally, front yard landscaping will integrate with the main entrance of the dwelling, the garage, adjoining properties, and landscape character of the area. This allows all dwellings to be visually linked creating a unified streetscape.

The Design Standards along with government mandated building requirements must be followed. While the proposed design will need to be approved by Cedar Woods acting reasonably first, subsequent building approvals will be required from an accredited building certifier, plumbing and drainage approvals will be required from Moreton Bay Regional Council and if any planning approvals are required, this will need to be approved by Council.

The Design Standards form part of every purchasers contract of sale. This document mandates the design and approval requirements for homes in the Sage, Burpengary community. A copy should be provided to your Builder and/or architect to assist in the design and approval of your new home. The Design Standards can also be found at our website, sageburpengary.com.au

Process

Step 1. Choose your lot: consider size, orientation, and grading.

Step 2. Design your home: choose your builder. Consider house design, façade, materials, indoor and outdoor living areas.

Step 3. Compile the documentation required for the Design Approval Application and submit the completed application for approval.

Applications need to have the following:

- Design Approval Application Form;
- Proposed house plans and materials schedule complying with the Design Standards; and
- Landscape Plan complying with the Design Standards.

Step 5. Cedar Woods will review each completed application to ensure your home complies with the Design Standards. Initial and subsequent applications can take up to 10 business days. If your application requires amendments, Cedar Woods will provide written advice detailing the areas requiring clarification.

Applications to Cedar Woods will only be reviewed if all the requirements have been submitted. Approval will not be granted on a part application. If any design changes are made after Cedar Woods' approval has been granted, all documentation must be resubmitted for further approval.

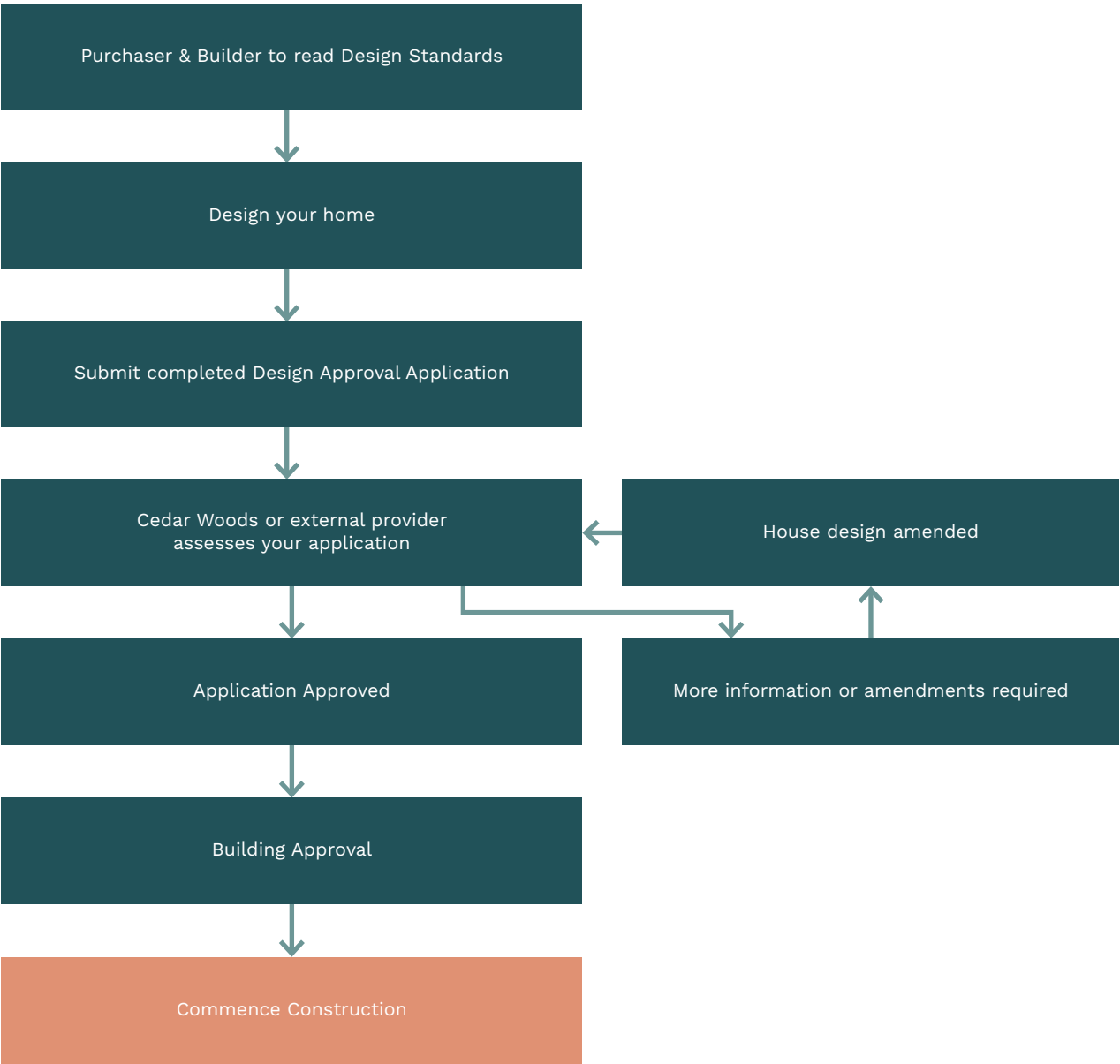
In the instance of a conflict between two or more elements of the Design Standards, Cedar Woods will assess the application on its merits and compliance in general with these standards. Cedar Woods also reserves the right to approve variations or dispensations to the Design Standards if submitted designs are considered to achieve the objectives conveyed by these Design Standards.

The decision to approve or not approve an application is determined by Cedar Woods, acting reasonably, having regard to these Design Standards. Cedar Woods' approval does not constitute a building approval nor replace the need for a building approval. A building approval must be obtained from an accredited building certifier prior to commencement of construction.

It is important to ensure that your home complies with these Design Standards, Council approvals, policies and local laws and other relevant legislation. Cedar Woods cannot vary Council's approvals, policies or local laws, and any designs approved by Cedar Woods do not override these. Examples of relevant Council or legislative requirements may include those pertaining to fences, lot drainage, bushfire protection, privacy and overlooking.

Design Approval Process

The approval of house plans by Cedar Woods is required prior to submitting the application to the statutory authorities and/or a building certifier for building approval.





Architectural and Landscape Standards

Architectural Style

The style of your home must be designed and articulated to provide interest and reflect a strong, contemporary aesthetic.

The appearance of your home is one of the most influential factors in the style and character of your street. Sage, Burpengary’s character and style will be made up of your and your neighbours’ individual styles; influenced by the contemporary character that is created when combining natural materials and clean lines.

All the homes in Sage should achieve the following key objectives:

- Use high quality materials and a contemporary design.
- Achieve a restrained and complimentary colour palette.
- Provide a distinctive entry to the home and an aesthetically pleasing façade.
- Provide protection from solar gain in summer, with shaded windows and openings.

The following images are examples of architectural or façade styles that reflect the intended architectural style of homes in the Sage, Burpengary community.



Contemporary design



Restrained and complimentary colour palette



Distinctive entry and aesthetically pleasing



Shaded windows and openings
(solar gain protection)

The street elevations of homes (including secondary elevations on corner allotments) should not include stylistic references such as Federation, Edwardian, Colonial, Victorian, Georgian, Regency, Gothic, Italianate, Filigree, Tuscan, or Queenslander replica. Such characteristics are not considered to be of contemporary Australian architectural character, and therefore are not permitted.

Your home must not contain external period decorative elements. For example, finials, fretwork, wrought iron, ornate timber works, turned posts, decorative wooden lacework, corbelling and quoins as these are not considered appropriate to contemporary Australian architectural character and therefore will not be approved.

Where mouldings are used, they must be of square or rectilinear form and be painted to match the render of the dwelling.

The following images are examples of architectural or façade styles and decorative elements that will not be approved.



Regency Historical



Ornate



Colonial Replica



Queenslander



Federation Historical Reference



Decorative Mouldings



Georgian Historical

Design and Building Materials

FRONT FAÇADE DESIGN

The primary street façade must have sufficient articulation and variety, with inclusion of the following:

- Variation in the elevation with at least one substantial feature element such as a portico, verandah, or feature wall projecting forward of the building line a minimum of 1.5m.
- For two storey homes, the upper storey must extend for at least 50% of the total width and 30% of the total length of the home as viewed from the street or roadway and the upper storey facing the street or roadway must have sufficient glazing proportional to the size of the upper storey as determined by Cedar Woods.
- On lots less than 11m wide, the facade is required to incorporate a significant gable roof element to reduce the prominence of the garage door. The gable is required instead of dutch gable or hip roof elements. Please note the gable does not need to be over the garage.
- On lots greater than 11m wide, at least one habitable room should address the primary street frontage.
- On lots less than 11m wide, at least one habitable room facing the street frontage is required no less than 2m².
- Windows facing the street must make up at least 20% of the front façade excluding the area of the garage door. A lesser percentage may be approved for lots narrower than 11m, subject to design merit.

Façades must not be identical or indistinguishable within three house lots, along both sides of the street. If two applications request the same or similar façades, façade approval will be granted to the first compliant application submitted.

SECONDARY FAÇADE DESIGN

On Secondary Façades (not limited to corner lots) walls may be up to 8m long before a change in setback of at least 450mm is required for a minimum length of 2m. No change to the eave line is required.

Images below are to illustrate acceptable roof designs for lots less than 11m only.



Example of suitable significant gable roof element



Example of suitable significant gable roof element

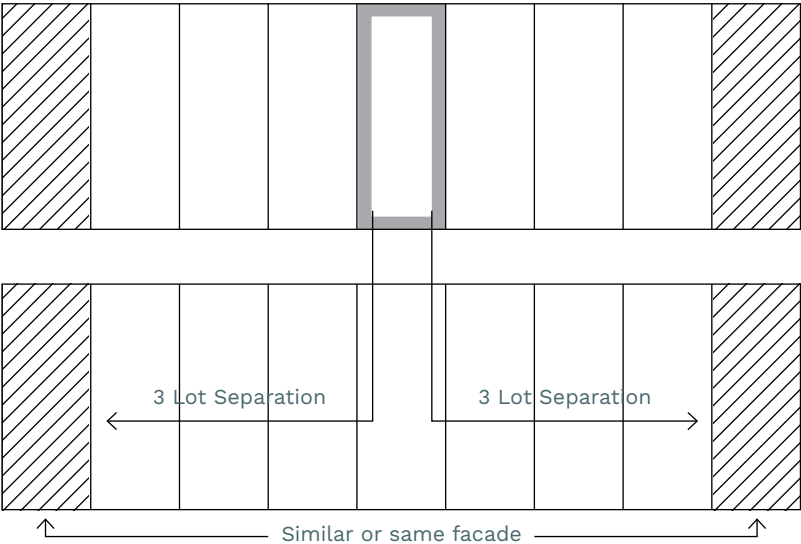


Example of unsuitable Dutch gable

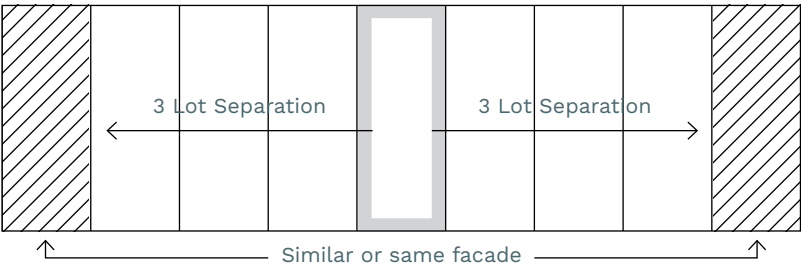


Example of unsuitable hip roof

Both sides of street



Same side of street



ENTRY DESIGN

The front entry must face the primary street frontage. Access on the secondary frontage may be considered, subject to design merit, where the built form and landscape design create an entry sequence leading to the front door.

Each dwelling must have an entrance defined by a portico or porch with a minimum slab depth of 1.5m and minimum area of 4m². Exceptions may be granted for lots with frontages of 11m or less where the building design creates adequate presence through the use of cantilevered elements, other projections of a contemporary nature or use of contrasting materials and/or colours.

A portico can be constructed with either its own roof or can have a parapet defining the structure. Porticos are to be open to the air by one side or more.

A gable roof rather than a hip roof is encouraged to assist with defining the entry to the home. A substantial gable (preferred) or a contemporary roof element (subject to design merit) is required on lots less than 11m wide to reduce the prominence of the garage door. We note the gable/roof element does not have to be over the garage and this does not apply to lots where the garage is off a rear laneway.

The front door shall be designed with a window either within the door or to the side of the door. Translucent windows or glass inserts are permitted in the front door assembly only.



Example of suitable portico



Example of suitable porch



Example of suitable substantial gable element



Example of suitable substantial gable element

ROOF DESIGN

All pitched roofs must be between 22.5 and 35 degrees with a minimum of 25 degrees encouraged for street appeal and to improve thermal performance. The pitch of a skillion roof is to be between 7 and 15 degrees.

Flat pitched and parapet roof designs will be considered, subject to design merit.

Pitched roofs are to have a minimum roof overhang (eaves) of 450mm. Skillion roofs may have a reduced overhang of 200mm.

Flush eaves are only permitted where setback a minimum of 3m from the front building line, or where a built to boundary setback is being utilised. Flushed eaves are not allowed on secondary frontages, except where the change in setback is required. Exceptions may be granted for verandahs, porticos or porches subject to design merit.

A parapet roof design will not be able to have an overhang, however openings are to be shaded by modern window hoods or recesses of at least 300mm.

The overall roof design is to be articulated to create interest. Flat pitched, skillion or curved roofs are to incorporate multiple planes to promote variety and interest within the streetscape.

To achieve a contemporary Australian architectural style, roofing must be of one of the following:

- Matt finish powder coated metal roofing, custom orb profile.
- Colorbond Roof Sheetting.
- Flat roof tiles (preferred) or low profile, contemporary roof tiles.

Trim deck profile will generally not be accepted except where not visible from adjacent properties such as behind a parapet roof in which case visibility from elevated properties will need to be considered.

Dark roof colours are prohibited to help reduce the urban heat island effect. An urban heat island occurs when a populated area experiences much warmer temperatures than nearby rural areas. The difference in temperature between urban and less-developed rural areas has to do with how well the surfaces in each environment absorb and hold heat.

Permitted roof colours include:

- Surfmist
 - Classic Cream
 - Paperbark
- Evening Haze
 - Shale Grey
 - Dune



Example of suitable pitched roof



Example of suitable parapet roof



Example of suitable skillion roof



Example of suitable gable feature to pitched roof



Example of suitable modern window hood



Example of suitable modern window hood



Low profile roof tile



Flat roof tile



Trimdek®



Designer roof tile

MATERIALS

The primary front façade wall material is to be rendered painted masonry (bagged and painted not permitted); or face brick, with limited accompanying use of feature materials. Additional feature materials may include:

- Timber-cladding.
- Feature bricks (non-glossy).
- Feature tiles.
- Stone (non-gloss).
- Feature lightweight cladding.
- Stone or masonry blockwork.

Innovative use of highlight feature materials such as timber and metal (for example copper or zinc) will be considered on merit.

To ensure a varied selection of external materials and diversity within the streetscape, the front façade must comply with the following requirements:

- Incorporate at least 1 and up to 3 feature materials.
- Each feature material is to comprise no more than 40% and no less than 20% cover of the facade, not including the area of the garage door.

The above combination and ratio of materials is to be used as a guide to achieve a contemporary façade. Approval of any material, combination or ratio of materials is at the discretion of Cedar Woods.



Materials and colour finishes used for the front façade must return by a minimum of 1.8m on the side elevations, inclusive of the built to boundary wall.

For 2 storey homes the material and colour finishes used for the front facade must return to the first point of articulation for both levels inclusive of the built to boundary side of the lot.

On all front and secondary facade elevations visible from the street, infill panels above doors, windows and garages must be constructed from the same material as the bulk of the surrounding external building materials with the exception of garage doors. Unpainted cement sheeting panels are not permitted.

Restraint is encouraged when choosing feature materials and colours. Patterned designs, as well as ornate and periodic specific styles are not permitted. Feature garage doors are discouraged.

The following materials or finishes will generally not be accepted on any element or feature on your home, including the side and rear facades unless stated otherwise:

- Exposed or painted steel posts are not permitted where visible from the street unless treated and/or repeated sufficiently to create a pleasing aesthetic.
- Face brickwork that is deemed to be excessively mottled or textured.
- Double height face brickwork unless done as a feature element.
- Unpainted galvanised metal or zincalume or any reflective material.
- Leadlight or stained glass.
- Reflective glass or reflective tinting. Coloured and textured glass is generally not acceptable but may be considered if used discretely.
- Tinted windows are generally not acceptable unless required to achieve energy rating standards.
- Diamond, hexagonal or ornate security grills are not permitted on the front or secondary façade of your home.
- Roller shutters and decorative feature bars or grilles on security doors are not permitted on any window visible from the street.
- Unpainted or uncoated materials such as concrete, finished blockwork or cement sheeting panels.
- Second-hand materials.

If used, lintels over garage doors must keep with the architectural character of the home.

Window frames, screens and grills must match the colour of the door or be of a neutral colour to reduce visual impact.

Window coverings (i.e. curtains, blinds, shutters) must be installed within 4 weeks of occupation of the home. Sheets or other temporary coverings are not permitted at any time.

SECONDARY FACADES

A Secondary Facade is any facade visible from a road reserve (not limited to corner lots), easement, public walkway, footpath, open space or park.

The materials, window treatments, embellishments and colour scheme used on the primary facade must be replicated on the secondary facade and extend for the full length of the dwelling visible from the public area.



Excessively textured brick

Colour Schemes

Your colour scheme selection is intended to enhance the streetscape appearance. Colour schemes must be primarily muted, but limited and controlled feature highlight colours may be approved. Base colour palettes should be contemporary and will be assessed on merit.

Examples of acceptable base colour palettes are shown here.

In order to reduce the heat island effect and to improve the solar performance of the home, roof colours are limited to those that achieve a Solar Absorbance (SA) thermal value of no more than 0.60. Examples of compliant colours from the Colorbond® steel colour range include:

- Whitehaven
- Dover White
- Surfmist
- Southerly
- Shale Grey
- Bluegum
- Windspray
- Classic Cream
- Paperbark
- Evening Haze
- Dune

Green and red tones are not permitted on roofing, gutters, fascia's or garage doors. Specifically, these Colorbond colours are not permitted:

- Cottage Green
- Manor Red
- Pale Eucalypt

A minimum of two and a maximum of three variations of colour (excluding windows, doors, and garage doors) must be incorporated with a distinct and noticeable contrast in colours. Feature, contrast or highlight colours must not dominate the façade of the design. Approval of feature colours will be considered on a design-by-design basis and must contribute to the overall façade and streetscape. Bright and unnatural colour selections will not be approved.



Note: Colour grouping is indicative only. Colours are an indicative representation only and must not be relied upon for accurate colour matching. Colorbond® and Dulux® are registered

Retaining Walls

Retaining walls forward of the building are discouraged and should not be necessary. To reconcile level differences between the home and the street, Cedar Woods encourages gentle battering which, when planted, leads to a softer streetscape than can be achieved through hard retaining.

Where retaining walls are proposed they must comply with the following requirements:

Any retaining walls visible from the street or open space must only be constructed from the following materials:

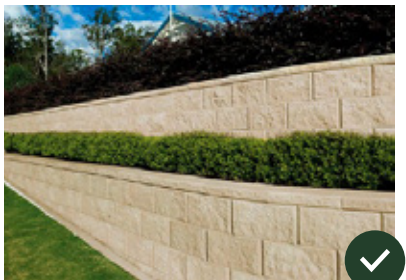
- Rendered masonry.
- Rendered blockwork.
- Small format stone where the same stone is used a feature material in the front façade of the home.
- Pointed stone retaining materials.
- Black or dark textured coloured concrete sleeper walls.

Any retaining walls visible from the street and over 900mm in height must be stepped or terraced with horizontal terraces extending no less than one third the wall height.

The following materials are not acceptable for retaining walls, where visible from the street or public spaces:

- Timber.
- Plain, untextured concrete sleeper walls.
- Large format stone blocks or boulders.
- Unpointed, DIY blockwork.

Retaining walls installed by Cedar Woods cannot be altered as they are most likely constructed to meet local authority and engineering requirements. Homes or structures adjacent to these walls must be appropriately constructed to ensure structural integrity is maintained.



Siting and Setbacks

All homes must be sited in accordance with the Council approved setbacks, the Queensland Development Code and the relevant Site Plan. The Site Plan may nominate built to boundary setbacks and provide other siting requirements such as mandatory driveway locations. Built to boundary setbacks are not permitted on lots over 450m² or if not shown on the Site Plan included in the sales contract.

IMPORTANT: It is the responsibility of the purchaser and your builder to review and comply with the council setbacks or apply for relaxations via a certifier and/or Council's building approvals process and to consider any associated application costs that may be incurred. Please refer to Moreton Bay Regional Council's setback requirements.

The pad height for your home should not significantly alter the finished surface level of your lot and should not result in additional retaining walls being required. The pad height and finished floor level should be considered in relation to the retaining walls installed by Cedar Woods to ensure additional retaining will not be required.



Dual Occupancy

Dual occupancy builds are not permitted.

Dual occupancy means a residential use of premises for 2 households involving:

1. Two dwellings (whether attached or detached) on a single lot; and
2. any domestic outbuilding associated with the dwellings.



Garaging

All home designs with 3 or less bedrooms require a garage with a minimum opening width of 4200mm. All home designs with 4 or more bedrooms require a garage with a minimum opening width of 4800mm. Single car garages and carports will not be permitted.

Garages must not dominate the streetscape with particular attention paid to articulation of the walls and roof, use of quality feature materials and contrast in colours. The garage should be articulated (stepped back) a minimum of 500mm from the Front Building Line, 1m is preferred. Exceptions will be approved on lots less than 11m wide where the design provides sufficient articulation through the use of a prominent gable roof element.

Parking for trailers, caravans and boats must be located such that the vehicle is kept out of view from the street. Parking a vehicle in excess of 3000kg on an allotment is not permitted.

All garage doors to the front façade or any elevation that faces the street must be a sectional overhead door that is complementary to the external colour scheme. Ornate window features or transparent panels will not be approved. Roller doors must not be used when visible from the street.

Cedar Woods may consider and approve other garage door styles if this element is in keeping with the contemporary character of the neighbourhood. Triple garages are discouraged but will be assessed on merit. Articulation will be required for triple garaging to be considered.

Driveways

The driveway is to be constructed of exposed aggregate concrete. Plain grey, broom finish and coloured concrete is prohibited. Contemporary paving, will be approved on merit.

The driveway is to be sized to enable two cars to be parked side by side.

For a property with a frontage greater than 11m, the driveway must be 4.8m wide at the property boundary.

For a property with a frontage less than 11m, the driveway must be 4.2m wide at the property boundary.

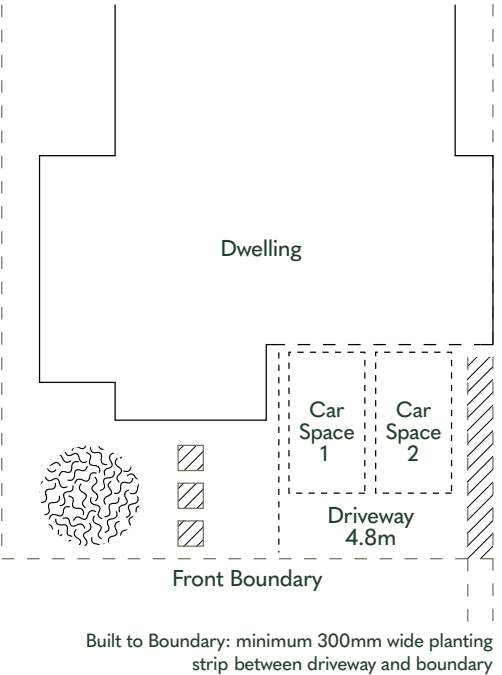
A minimum distance of 500mm between the side boundary and the edge of the driveway is

required to incorporate a planting strip. If the garage is sited on the boundary a minimum of 300mm is required. Cedar Woods recommends a conduit is installed underneath the driveway to the planting strip to enable the future installation of irrigation and/or lighting.

Driveways and crossovers must be compliant with all local council planning requirements.

All crossovers and driveways are to be completed prior to occupation.

There is to be no movement of any driveway location. Individual driveway locations are approved and displayed on the Plan of Development. A change to driveway locations can disrupt on street parking, tree planting locations, letterbox locations and driveway locations on adjoining lots.



Landscaping

A maximum of 50% of the front and secondary property setback areas (not including driveways, decks or paths) are to be turfed.

The remaining 50% (or greater) of the front and secondary street property setbacks are to apply a mixture of shrubs, plants and trees as per the minimum planting standards below:

MINIMUM PLANTING STANDARDS			
The following specifies the minimum planting standards per lot based on lot frontage widths.			
LOT FRONTAGE (WIDTH)	MINIMUM PLANTING STANDARDS PER LOT		
	TREES	SHRUBS	GROUNDCOVERS
10.99 metres and less	1	8	22
11 to 12.99 metres	1	9	27
13 to 14.99 metres	2	10	31
Greater than 15 metres	2	15	45
Minimum Plant Size (Pot Diameter [top])	1.5m high when planted	140mm pot	140mm pot

Suggested front yard designs & planting lists – see Annexure A

All landscaping to the primary and secondary property boundaries must be completed within 6 weeks of practical completion or occupation of the home.

A Landscaping Plan demonstrating the above requirements must be submitted as part of the covenant approval package.

Fencing (including screening)

Please ensure all proposed fencing is discussed with your adjoining neighbour prior to construction. Please refer to the relevant Neighbourhood Disputes Resolution Act 2011 and/or any guidelines in your State & Local Government regarding fencing requirements.

Side and rear fencing will be 1.8m high, timber lapped and capped paling fence with exposed 100mm x 100mm timber posts and must be installed prior to occupation of the home. When a fence has a road or open space interface, horizontal rails must be placed on the internal side and the external side of the fence must be painted in Dulux Black™ within one month of occupation of the home. Any extension, screening or additional materials attached to the top of any fencing will be in non-compliance of the covenant. Any such item will be required to be removed by the owner of the property at the owner's expense.

Where the retaining wall steps down, the fence will also step down to follow the retaining wall, but no raking is permitted. For corner lots, fencing on the secondary frontage must be setback 4m from the building line. Fencing to the side boundaries must not begin forward of the façade, unless that side boundary forms the rear boundary of an adjoining lot.

Side wing fencing and gates between the side boundary and the house must be installed within one month of occupation of the house. These are to be set back 800mm from the front façade. Where timber is used for side wing fences or gates the timber side wing must be dressed timber and be painted or stained. Rough sawn timber wrought iron and metal sheeting are not permitted as materials for side wing fences and gates.

Fencing on the front boundary is not encouraged as it reduces passive street surveillance and restricts presentation of the home to the street. Front fencing may be considered to enclose a front courtyard if it is rendered masonry with horizontal infill panels, integrated and complementary to the home. These will be assessed on a case-by-case basis. Front gates, if incorporated within a front fence, must match the infill panels.

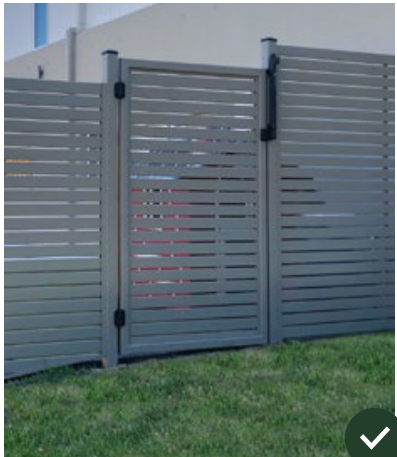
Where fencing or gates are within 6m of the dwelling and the plan of development shows the lot as being affected by a BAL 29 rating or higher, then hardwood (non-combustible) fencing will be required.

For vacant lots that have been sold and settled, the individual owner is responsible for the

presentation of the lot and is encouraged to fence or hoard their lot. Should excavated material or rubbish be dumped upon the lot, the owner is to address this directly with the adjoining owners/builders.



Stained and dressed horizontal timber slat fence and gate



Powder coated metal slat fence and gate



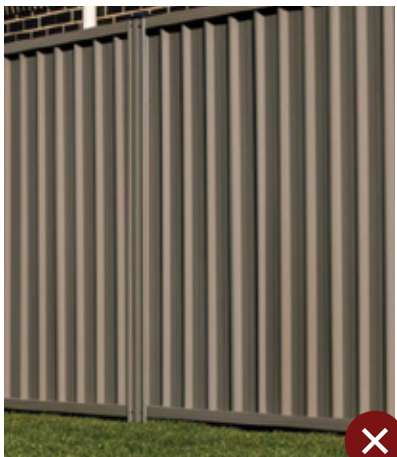
Double paled, capped and painted fence and gate



Rendered masonry with horizontal infill panels



Rough sawn timber fence



Colorbond fence

External Buildings and Other Items

OUTBUILDINGS

Outbuildings such as sheds must;

- be located to the rear of the property;
- complement the main dwelling;
- must not be visible from the street; and,
- must not exceed 12m² in floor area and 3.6m in height.

Owners are to comply with local council planning requirements when considering outbuildings.

Outbuildings must not be constructed of materials other than rendered masonry, stone, rendered or painted concrete sheeting, timber or coloured non-reflective metal. Galavanised metal sheeting is not an acceptable material for outbuildings.

SERVICES

Roof mounted equipment such as solar hot water system tanks (not including solar panels), pool heating systems, antennas, and satellite dishes, must:

- not be located on the primary frontage;
- at their highest point, must not exceed the peak ridge of the roof of the dwelling; and
- on corner lots, must only be located on secondary frontages where it is impractical to locate them elsewhere.

Solar panels and their frames visible from the street or public open space should follow the roof pitch to reduce prominence and bulk.

External plumbing (excluding drainage downpipes) and reticulated or wired services must not be visible from the street.

Meter boxes must be located on the side of the dwelling or on secondary frontages, positioned at 90 degrees from the street frontage and coloured/painted to match the adjacent walls.

Natural gas is available in Sage via a reticulated gas network which can be used for cooking, heating, and hot water.

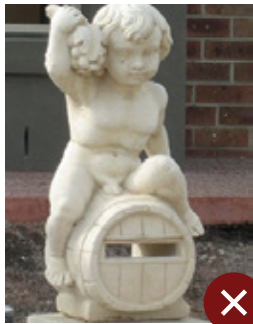
The following items must be positioned so they are not visible from the street. If this is genuinely not possible, they may be screened in a manner that complements the home, so they are not visible from the street:

- Water tanks
- Clothes lines
- Heating systems
- Evaporative coolers
- Air conditioning units
- Pools
- Pool filters
- Rubbish bins

LETTERBOXES

Letterboxes must be positioned on the front boundary adjacent to either the driveway or path with the house number clearly displayed.

Letterboxes should be of a contemporary style and ideally, the letterbox should match either the render to dwelling or colour of the garage door. Temporary, ornamental or pole mounted letterboxes will not be permitted.



SEWER OR MANHOLE ZONE OF INFLUENCE

Please ensure all works that are carried out which are adjacent to any sewer or manholes including but not limited to landscaping and earthworks are to be applied and to ensure that the sewer or manhole is not impacted upon. This may include covering, burying, modifying, changing and causing damage to the manhole. Any works carried out that impact on the manhole will need to be rectified at the property owner’s expense.

PRESENTATION AND MAINTENANCE OF YOUR LOT

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

- any adjoining lot and/or
- any other part of the Sage Community including but not limited to footpaths, kerb and channel, roadways and/or landscaping.

Where such damage occurs and Cedar Woods is required to undertake repairs and rectifications, the owner/builder of the lot will be responsible to pay the reasonable cost of these works.

Where Cedar Woods is required to undertake repairs and rectifications, you agree that Cedar Woods and its contractors may enter the property carry out those repairs on the following terms:

- Cedar Woods must give reasonable notice before accessing the property;
- Cedar Woods must, so far as reasonably possible, cause minimal disturbance to any occupant of the Land; and
- Cedar Woods must repair any damage it causes to the property.

Your property must be kept in a clean and tidy state at all times. Silt fences and rubble driveways are in place and must be maintained during the total construction of your home. Where rubbish, soil and grass cuttings are washed or blown from your lot and Cedar Woods determines, acting reasonably, it is necessary to remove this rubbish, you will be responsible to pay for the reasonable cost of the removal.

The owner/builder must maintain an industrial waste bin or fully wrapped cage bin on site at all times. The bin is to be established on site as soon as construction has commenced. This waste bin must be regularly emptied and must be covered when full so no material escapes the waste bin. The site must be cleared of any rubbish or building material on a daily basis with this rubbish and building material placed into the waste bin each afternoon when building activity has finished for the day.

No excavated material, rubbish or dumping shall be placed on any adjoining lot, private or public area within Sage. For vacant lots that have been sold and settled, the individual owner is responsible for the presentation of the lot. Should excavated material or rubbish be dumped upon the lot, the owner is to address this directly with the adjoining owners/builders. When the home is constructed, the owner is responsible for maintaining the front and secondary street frontages.

Sustainable Design

Environmentally Sustainable Design (ESD) principles are encouraged at Sage. Your efforts to reduce your household’s impact on the environment play a significant role and some simple yet effective suggestions are outlined below:

- Work with your designer to ensure your indoor and outdoor living areas are facing north wherever possible.
- Design your floor plan to allow for zoning of separate uses for more efficient mechanical heating and cooling.
- Maximise cross flow ventilation opportunities and install ceiling fans to reduce reliance on air conditioning.
- Choose fittings and appliances which can minimise the overall energy and water consumption of your home.

Some effective options include installing:

- LED lighting.
- Gas or electric boosted solar hot water systems.
- Appliances with high energy efficiency ratings.
- Taps with a minimum WELS 5-star rating.
 - Toilets with a minimum WELS 4-star rating.
 - Shower roses with a minimum WELS 3-star rating and water consumption of less than or equal to 7.5L per minute.
- Reduce the use of potable water outside the home by installing rainwater tanks and grey water recycling systems.
- Install separate bins in the kitchen for waste, recycling and compost and invest in a worm farm to minimise household waste that goes to landfill.

Cedar Woods strongly encourages you to consider further methods of increasing the energy efficiency rating of your home and working closely with your designer to ensure your home is as efficient and sustainable as possible.



Responsible Pet Ownership

Sage is bounded by nature corridors and 30% of the Sage community is proposed to be dedicated as active open space.

The active open space will be available for use by the community whilst the nature corridors are intended to create habitat for native wildlife.

The nature corridors have been designed to allow native animals safe passage through the area. Residents can assist in protecting native wildlife by being a responsible pet owner and following the RSPCA’s steps to Living with Wildlife. The factsheet also provides other advice on how to make your home and the community safer for native wildlife. Additionally, please refer to the following link for further information:

Sage Burpengary Residents Guide – Protecting and Supporting Koala Population at Hunt Rd





Submitting
Your Application

Application Submission Process

The application requirements listed allow Cedar Woods to thoroughly review house and landscape designs to ensure the best possible outcome for your neighbourhood.

Applications are to be submitted via email to: sage.design@cedarwoods.com.au

Your Design Approval Application must include the following in order for it to be assessed:

- Completed Design Approval Application Form.
- 1:200 scale site plan including:
 - Dimensions and areas of proposed building structures;
 - Setbacks to all boundaries and private open space dimensions;
 - Original and proposed finished ground levels, including changes in level;
 - Position of water tanks, TV antennas, air conditioning units, evaporative cooling units, solar water heaters, solar panels, solar pool heating systems, and outbuildings;
 - Lot boundaries, dimensions, areas and North point;
 - Driveways, paths, parking areas, all hardstand surfaces;
 - Details of proposed retaining walls, including wall heights;
 - Bin storage location and associated screening;
 - Gates, side wing and front fences;
 - Clotheslines; and
 - Letterboxes.
- 1:100 scale floor plans, roof plans and elevations including:
 - Internal layout including rooms, balconies, verandahs, decks, windows, openings, dimensions and finished floor levels;
 - Roof form, pitch and pitching point (ceiling height); and
 - All elevations are fully dimensioned with natural and finished ground levels.
- Materials and Colour Schedule including:
 - Building materials proposed to be used for external walls, roofing, pathways, driveways, fencing, gates, retaining walls;
 - Colour schedule for external walls, roofing, retaining, pathways, and driveways; and
 - Sketch and/or 3D images detailing external colour selections.
- Landscape Plan complying with the Design Standards.

Application Form

ALLOTMENT DETAILS

Lot number Street

OWNER DETAILS

Name

Mailing address

Phone Mobile

Email

BUILDER DETAILS

Name

Company

Mailing address

Phone Mobile

Email

ATTACHMENTS

- ☐ Design Approval Application Form.
- ☐ Site plan.
- ☐ Full set of building plans including floor plan, roof plan and elevations.
- ☐ Schedule of materials and colour selection.
- ☐ Landscape plan.

I/We certify that the attached application is a true and accurate representation of the home I/we intend to construct. In the event changes are made to the proposed plans, I/we undertake to resubmit this application for approval of such changes and agree to incur any additional fees which may result from this process.

SIGNED DATE



Moving In

Moving In Process

NOTIFY CEDAR WOODS OF PRACTICAL COMPLETION

Provide the following information to sage.design@cedarwoods.com.au;

- Final Inspection Certificate (Form 21).
- A photo of the front of your completed home, fencing and landscaped front yard.
- Anticipated move in date.

Cedar Woods will then inspect the completed home and will either provide confirmation that the home, including fencing and front yard landscaping, has been completed in accordance with the design standards or will, acting reasonably, outline any corrective action required to achieve compliance.

When compliance has been achieved, Cedar Woods will arrange for the design standards compliance rebate to be released as per the contract of sale.





Disclaimers and Acknowledgements

DISCLAIMERS

Cedar Woods reserves the right to amend these Design Standards over time to reflect changes in development, construction practices and planning regulations. Cedar Woods reserves the right to apply, enforce, vary, or waive any of the requirements if on balance the application embodies the objectives of the design principles and conforms to the contemporary Australian architectural vision.

If Cedar Woods amends these Design Standards, it must promptly notify and provide you with a copy of the amended Design Standards.

If Cedar Woods allows a dispensation from the Design Standards, the dispensation will neither set a precedent nor imply that the approval will be repeated.

The purpose of images and illustrations contained within this document is to illustrate the Design Standards they apply to only. In the case that an image or illustration does not fully comply with the Design Standards this will not override the wording or intent contained within this document, and approval for same will not be granted.

ACKNOWLEDGEMENTS

Images within this document have been sourced from GJ Gardner, Metricon, Plantation Homes, Heritage Homes, Heritage Homesteads, Highbury Homes, Coral Homes, Hallmark Homes, Austral Masonry, Cornerstone Boulder Walls, Greenscene Gardenscope, DR Homes, Newhaven Homes, Dulux, Celebration Homes, Architectural Cladding Pty Ltd, Colorbond, Boral CSR Bricks Pty Ltd, Bold Living, Monster Homes, Brighton Homes and Bristle Roofing.

GLOSSARY OF TERMS

Front Building Line

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

Façade Area

Façade Area is calculated as a square metre measure of the entire vertical surface of the elevation of the house visible from the Street or Public Area

Secondary Façade

Any area of the home visible from a public area.

Public Area

Any area accessible to the public including but not limited to parks, conservation areas, walkable waterfront, walkways/footpaths and easements.



Annexure A: Front Yard Design and Recommended Planting List

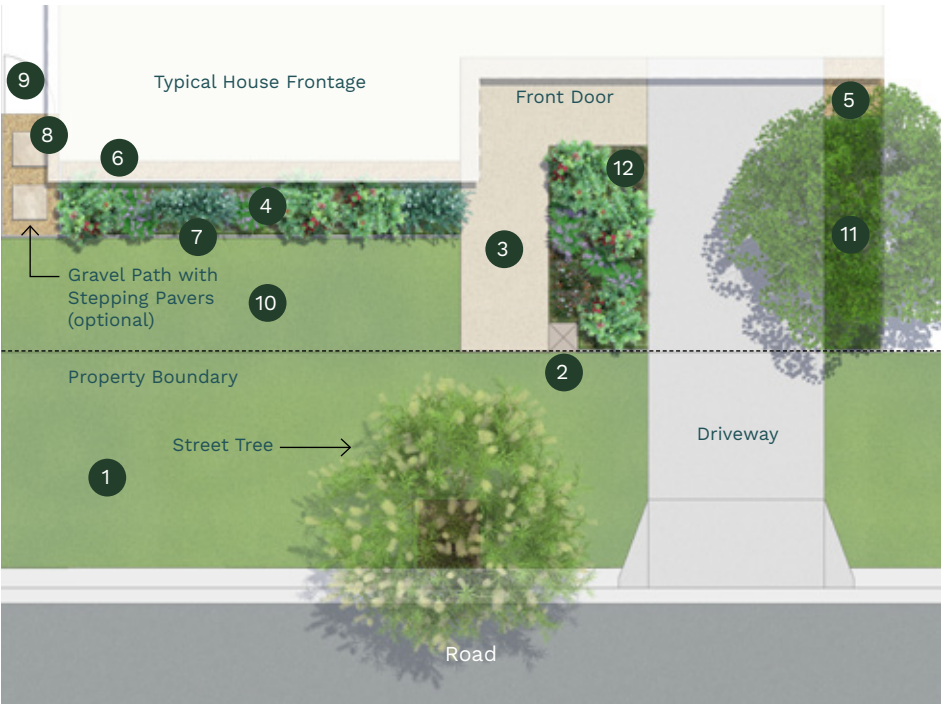
Front Yard Design

NATURAL GARDEN

A formalised layout that incorporates a mixture of native and cultivar plant species (produced by selective breeding) commonly found within South East Queensland.

A low maintenance water sensitive option that looks to minimise garden upkeep and maximise aesthetic. Flowering predominately in spring and summer, this layout attracts native bird life to the garden.

PLAN



LEGEND

- 1. Turf to verge
- 2. Letterbox
- 3. Optional pathway to house entry
- 4. Proposed shrubs
- 5. Gravel maintenance area (optional)
- 6. Optional gravel strip to edge of house
- 7. Concrete, metal or timber edge (mandatory)
- 8. Indicative electrical box
- 9. House side gate
- 10. Turf
- 11. Residential tree
- 12. Groundcovers

TURFING

A maximum of 50% of the front and secondary property boundaries (not including driveways, decks or paths) are to be turfed.

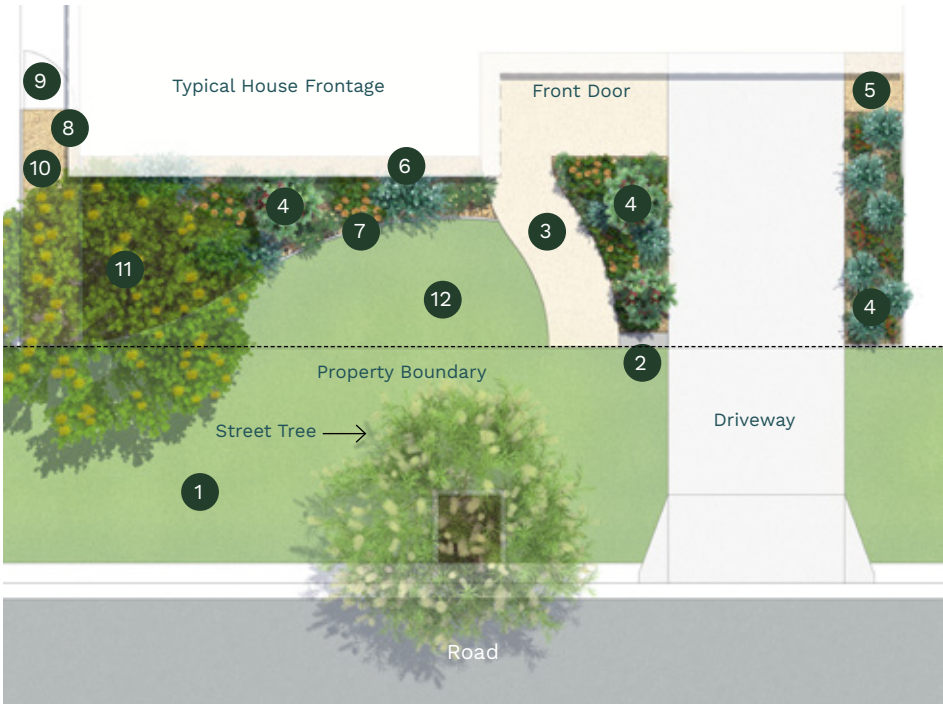
MINIMUM PLANTING STANDARDS			
The following specifies the minimum planting standards per lot based on lot frontage widths.			
LOT FRONTAGE (WIDTH)	MINIMUM PLANTING STANDARDS PER LOT		
	TREES	SHRUBS	GROUNDCOVERS
10.99 metres and less	1	8	22
11 to 12.99 metres	1	9	27
13 to 14.99 metres	2	10	31
Greater than 15 metres	2	15	45
Minimum Plant Size (Pot Diameter [top])	1.5m high when planted	140mm pot	140mm pot

AUSTRALIANA GARDEN

An informal layout that incorporates locally endemic plant species, commonly found within the Moreton Bay Region.

Flowering predominately in spring and summer, this colorful and textural garden layout attracts birds, lizards and bees. Comprised only of native plant species, the Australiana garden is designed to be low maintenance and water sensitive.

PLAN



LEGEND

- 1. Turf to verge
- 2. Letterbox
- 3. Optional pathway to house entry
- 4. Proposed shrubs
- 5. Gravel maintenance area (optional)
- 6. Optional gravel strip to edge of house
- 7. Concrete, metal or timber edge (mandatory)
- 8. Indicative electrical box
- 9. House side gate
- 10. Turf
- 11. Residential tree
- 12. Groundcovers

TURFING

A maximum of 50% of the front and secondary property boundaries (not including driveways, decks or paths) are to be turfed.

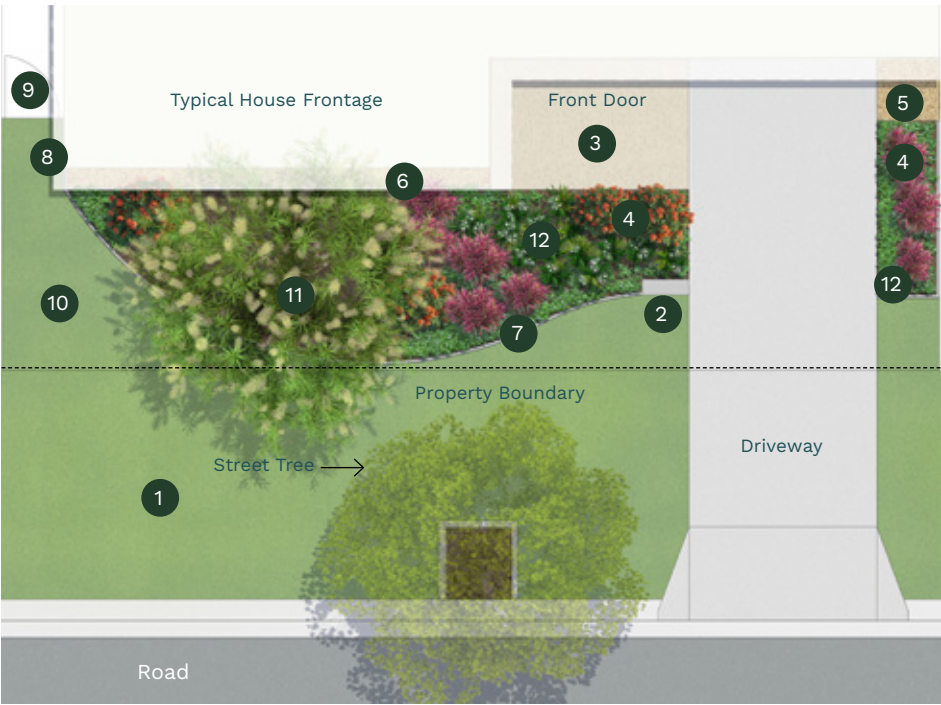
MINIMUM PLANTING STANDARDS			
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LOT FRONTAGE (WIDTH)	MINIMUM PLANTING STANDARDS PER LOT		
	TREES	SHRUBS	GROUNDCOVERS
10.99 metres and less	1	8	22
11 to 12.99 metres	1	9	27
13 to 14.99 metres	2	10	31
Greater than 15 metres	2	15	45
Minimum Plant Size (Pot Diameter [top])	1.5m high when planted	140mm pot	140mm pot

SUB-TROPICAL GARDEN

A design layout that celebrates the subtropical location of South East Queensland, through the incorporating of layered and textured plant species into an organic layout.

Creating interest through the integration of multiple foliage textures, colour and a diversity of flower structures, this garden transforms with the seasons offering interest year round.

PLAN



LEGEND

- 1. Turf to verge
- 2. Letterbox
- 3. Optional pathway to house entry
- 4. Proposed shrubs
- 5. Gravel maintenance area (optional)
- 6. Optional gravel strip to edge of house
- 7. Concrete, metal or timber edge (mandatory)
- 8. Indicative electrical box
- 9. House side gate
- 10. Turf
- 11. Residential tree
- 12. Groundcovers

TURFING

A maximum of 50% of the front and secondary property boundaries (not including driveways, decks or paths) are to be turfed.

MINIMUM PLANTING STANDARDS			
The following specifies the minimum planting standards per lot based on lot frontage widths.			
LOT FRONTAGE (WIDTH)	MINIMUM PLANTING STANDARDS PER LOT		
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10.99 metres and less	1	8	22
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13 to 14.99 metres	2	10	31
Greater than 15 metres	2	15	45
Minimum Plant Size (Pot Diameter [top])	1.5m high when planted	140mm pot	140mm pot

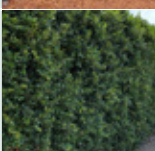
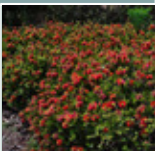
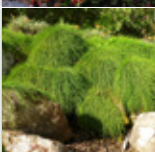
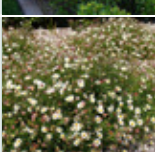
Recommended Planting List

PLANTING THEME
Natural Garden

RECOMMENDED PLANTING SCHEDULE								
Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Trees								
ATR fit	Atractocarpus fitzalanii	Native Gardenia	1.5m	Height: 10m to 15m Spread: 5m to 10m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Seed Eating Birds, Insects	
CUP ana	Cupaniopsis anacardioides	Tuckeroo	1.5m	Height: 5m to 8m Spread: 3m to 5m	1 per lot	Yes	Yes - Birds	
ELA eum	Elaeocarpus eumundi	Quandong	1.5m	Height: 10m to 15m Spread: 5m to 10m	1 per lot	Yes	Yes - Nectar Eating Birds, Seed Eating Birds	
TRI lau	Tristaniopsis laurina	Water Gum	1.5m	Height: 5m to 15m Spread: 3m to 6m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
WAT flo	Waterhousea floribunda	Weeping Lilly Pilly	1.5m	Height: 10m to 15m Spread: 5m to 10m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Seed Eating Birds	
Shrubs								
ACM smi	Acmena Smithii 'Hot Flush'	Hot Flush	140mm	Height: 1.5m to 3m Spread: 1m to 1.5m	800mm spacing	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
Ade ser	Adenanthos sericeus	Woolly Bush	140mm	Height: 1m to 4m Spread: 1m to 1.5m	800mm spacing	No	Yes - Nectar Eating Birds	
CAL LJ	Callistemon 'Little John'	Little John	140mm	Height: 0.75m to 1m Spread: 0.5m to 1m	3 per 1m²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	

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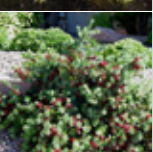
ANNEXURE A: FRONT YARD DESIGN AND RECOMMENDED PLANTING LIST

Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Shrubs								
ERE mac	Eremophila maculata	Emu Bush	140mm	Height: 0.4m to 1m Spread: 1m to 2m	2 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
MEL thy	Melaleuca thymifolia	Thyme Honey Myrtle	140mm	Height: 1.0m to 1.2m Spread: 1.0m to 2.0m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
RHA spi	Rhagodia spinescens	Salt Bush	140mm	Height: 0.5m to 1.5m Spread: 1.5m to 3.0m	2 per 1m ²	No	Yes - Lizards	
SYZ aus	Syzygium australe	Lilly Pilly	140mm	Height: 2m to 4m Spread: 1.5m to 2m	800mm spacing	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
WES fru	Westringia fruticosa	Coastal Rosemary	140mm	Height: 0.5m to 1m Spread: 0.5m to 1m	2 per 1m ²	No	Yes - Bees, Butterflies, Other insects	
Groundcovers								
CAL pea	Callistemon pearsonii	Rocky Rambler	140mm	Height: 0.5m to 1m Spread: 0.5m to 0.7m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
CAS gla	Casuarina glauca	Cousin-It	140mm	Height: 0.2m Spread: 1m to 1.5m	3 per 1m ²	No	No	
DIA cae	Dianella caerulea	Blue Flax Lily	140mm	Height: 0.5 -1m Spread: 0.5m to 1.5m	3 per 1m ²	No	Yes - Seed Eating Birds	
DIE bic	Dietes bicolor	Yellow Wild Iris	140mm	Height: 0.5m to 0.8m Spread: 0.7m to 1m	3 per 1m ²	No	Yes - Bees and Other insects	
ERI kar	Erigeron karvinskianus	Seaside Daisy	140mm	Height: 0.3m to 0.6m Spread: 0.6m to 1m	3 per 1m ²	No	Yes - Bees and Other insects	

Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Groundcovers								
GOO Gla	Goodenia ovata	Edna Walling Coverup	140mm	Height: 0.2m to 0.5m Spread: 0.5m to 1.5m	2 per 1m ²	No	Yes - Bees	
GRE RM	Grevilliea 'Royale Mantle'	Royale Mantle	140mm	Height: 0.1m to 0.2m Spread: 3.0m to 6.0m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects, Lizards	
LIR mus	Liriope muscari	Evergreen Giant	140mm	Height: 0.3m to 0.6m Spread: 0.3m to 0.6m	4 per 1m ²	No	Yes - Bees, Butterflies	
LIR SW	Liriope muscari 'Stripey White'	Stripey White	140mm	Height: 0.5m Spread: 0.5m	4 per 1m ²	No	No	
LAV den	Lavandula dentata	French Lavendar	140mm	Height: 1m to 1.5m Spread: 0.5m to 1m	2 per 1m ²	No	Yes - Bees, Butterflies	
POA lab	Poa labillardieri	Tussock Grass	140mm	Height: 0.5 to 1m Spread: 0.4 to 0.5m	3 per 1m ²	No	Yes - Lizards	

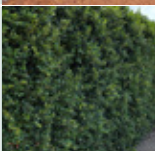
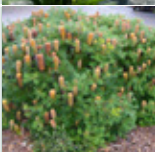
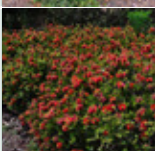
PLANTING THEME

Australiana Garden

RECOMMENDED PLANTING SCHEDULE								
Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Trees								
GREban	Buckinghamia celsissima	Ivory Curl Tree	1.5m	Height: 8m to 15m Spread: 1m to 4m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
CUPana	Cupaniopsis anacardioides	Tuckeroo	1.5m	Height: 5m to 8m Spread: 3m to 5m	1 per lot	Yes	Yes - Birds	
TABarg	Tabebuia Argentea	Yellow Trumpet Tree	1.5m	Height: 8m to 15m Spread: 3m to 5m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
WATflo	Waterhousea floribunda	Weeping Lilly Pilly	1.5m	Height: 10m to 15m Spread: 5m to 10m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Seed Eating Birds	
Shrubs								
CALLJ	Callistemon 'Little John'	Little John	140mm	Height: 0.75m to 1m Spread: 0.5m to 1m	3 per 1m²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
Adeser	Adenanthos sericeus	Woolly Bush	140mm	Height: 1m to 4m Spread: 1m to 1.5m	800mm spacing	No	Yes - Nectar Eating Birds	
BANAem	Banksia aemula	Wallum Banksia	140mm	Height: 3m to 4m Spread: 1m to 2.5m	2 per 1m²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
BANspi	Banksia spinulosa	Golden Candlestick	140mm	Height: 1m to 2m Spread: 0.5m to 1.5m	2 per 1m²	No	Yes - Bees, Nectar Eating Birds	
CALcit	Callistemon citrinus	Endeavour	140mm	Height: 2m to 3m Spread: 2m to 3m	1 per 1m²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	

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ANNEXURE A: FRONT YARD DESIGN AND RECOMMENDED PLANTING LIST

Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Shrubs								
GREban	Grevillea banksii x pteridifolia	Grevillea	140mm	Height: 3m to 4m Spread: 2m to 3m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
MELthy	Melaleuca thymifolia	Thyme Honey Myrtle	140mm	Height: 1.0m to 1.2m Spread: 1.0m to 2.0m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
RHAspi	Rhagodia spinescens	Salt Bush	140mm	Height: 0.5m to 1.5m Spread: 1.5m to 3.0m	2 per 1m ²	No	Yes - Lizards	
SYZaus	Syzygium australe	Lilly Pilly	140mm	Height: 2m to 4m Spread: 1.5m to 2m	800mm spacing	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
WESfru	Westringia fruticosa	Coastal Rosemary	140mm	Height: 0.5m to 1m Spread: 0.5m to 1m	2 per 1m ²	No	Yes - Bees, Butterflies, Other insects	
Groundcovers								
ANIfla	Anigozanthos flavidus	Kangaroo Paw	140mm	Height: 0.5m Spread: 1m to 1.5m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
BANspi	Banksia spinulosa	Birthday Candles	140mm	Height: 0.5m to 1m Spread: 0.5m to 0.7m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
CALpea	Callistemon pearsonii	Rocky Rambler	140mm	Height: 0.5m to 1m Spread: 0.5m to 0.7m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
CARapp	Carex appressa	Tall Sedge	140mm	Height: 0.5m to 1.2m Spread: 0.5m to 1m	3 per 1m ²	No	No	
CASgla	Casuarina glauca	Cousin-It	140mm	Height: 0.2m Spread: 1m to 1.5m	3 per 1m ²	No	No	

Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Groundcovers								
DIA cae	Dianella caerulea	Blue Flax Lily	140mm	Height: 0.5 -1m Spread: 0.5m to 1.5m	3 per 1m ²	No	Yes - Seed Eating Birds	
DIE bic	Dietes bicolour	Yellow Wild Iris	140mm	Height: 0.5m to 0.8m Spread: 0.7m to 1m	3 per 1m ²	No	Yes - Bees and Other insects	
GRE BR	Grevilliea 'Bronze Rover'	Bronze Rover	140mm	Height: 0.2m to 0.3m Spread: 1.0m to 2.0m	2 per 1m ²	No	Yes - Bees, Nectar eating birds, Butterflies, Other insects	
GRE RM	Grevilliea 'Royale Mantle'	Royale Mantle	140mm	Height: 0.1m to 0.2m Spread: 3.0m to 6.0m	3 per 1m ²	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects Lizards	
LIR mus	Liriope muscari	Evergreen Giant	140mm	Height: 0.3m to 0.6m Spread: 0.3m to 0.6m	4 per 1m ²	No	Yes - Bees, Butterflies	

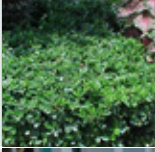
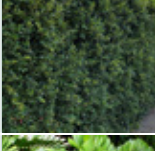
PLANTING THEME

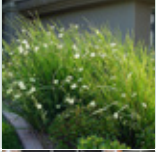
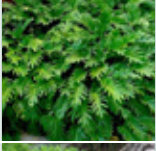
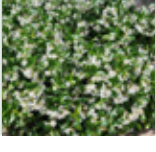
Sub-Tropical Garden

RECOMMENDED PLANTING SCHEDULE								
Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Trees								
ATR fit	Atractocarpus fitzalanii	Native Gardenia	1.5m	Height: 10m to 15m Spread: 5m to 10m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Seed Eating Birds, Insects	
BRA ace	Brachychiton acerifolius	Illawarra Flame Tree	1.5m	Height: 10m to 20m Spread: 5m to 15m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
BUC cel	Buckinghamia celsissima	Ivory Curl Tree	1.5m	Height: 8m to 15m Spread: 1m to 4m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
ELA eum	Elaeocarpus eumundi	Quandong	1.5m	Height: 10m to 15m Spread: 5m to 10m	1 per lot	Yes	Yes - Nectar Eating Birds, Seed Eating Birds	
MAG gra	Magnolia grandiflora	Magnolia 'Teddy Bear'	1.5m	Height: 5m to 6m Spread: 2m to 3m	1 per lot	Yes	Yes - Bees, Birds	
TRI lau	Tristaniopsis laurina	Water Gum	1.5m	Height: 5m to 15m Spread: 3m to 6m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
WAT flo	Waterhousea floribunda	Weeping Lilly Pilly	1.5m	Height: 10m to 15m Spread: 5m to 10m	1 per lot	Yes	Yes - Bees, Nectar Eating Birds, Seed Eating Birds	
Shrubs								
ACM smi	Acmena Smithii 'Hot Flush'	Hot Flush	140mm	Height: 1.5m to 3m Spread: 1m to 1.5m	800m spacings	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
ALC imp	Alcantarea imperialis	Silver Plum	140mm	Height: 1.5m Spread: 2m	1 per 1m²	No	No	

8.0

ANNEXURE A: FRONT YARD DESIGN AND RECOMMENDED PLANTING LIST

Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Shrubs								
ALP mut	Alpinia mutica	False Cardamom Ginger	140mm	Height: 1.5 to 2m Spread: 1 to 1.5m	1 per 1m ²	No	No	
COR aus	Corydine australis	Corydine	140mm	Height: 2m to 2.4m Spread: 1m to 1.5m	500mm spacings	No	Yes - Bees, Nectar Eating Birds, Butterflies, Other insects	
FIC GI	Ficus 'Green Island'	Green Island Fig	140mm	Height: 0.5m to 1m Spread: 1m to 1.5m	2 per 1m ²	No	Yes - Bees, Other insects, Lizards	
IXO DO	Ixora 'Dwarf Orange'	Ixora Prince of Orange	140mm	Height: 0.3m Spread: 0.5m	3 per 1m ²	No	No	
PHO RR	Photinia Red Robin	Red Robin	140mm	Height: 1.5 - 2.5m Spread: 1.5m	800mm spacings	No	No	
SYZ aus	Syzygium australe	Lilly Pilly	140mm	Height: 2m to 4m Spread: 1.5m to 2m	800mm spacings	No	Yes - Bees, Nectar Eating Birds, Seed Eating Birds, Butterflies, Other insects	
ZAM fur	Zamia furfuracea	Cardboard Cycad	140mm	Height: 1m Spread: 1.5 to 2m	800mm spacings	No	No	
Groundcovers								
CAR ros	Carpobrotus rossii	Native Pigface	140mm	Height: 0.2m to 0.3m Spread: 1m to 3m	3 per 1m ²	No	Yes - Bees, Butterflies, Other insects	
CAS gla	Casuarina glauca	Cousin-It	140mm	Height: 0.2m Spread: 1m to 1.5m	3 per 1m ²	No	No	
CRA ova	Crassula ovata	Jade Plant	140mm	Height: 1.5m Spread: 1m	2 per 1m ²	No	No	

Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Groundcovers								
CRI ped	Crinum pedunculatum	Swamp Lily	140mm	Height: 1.5m to 3.0m Spread: 1.0m to 3.0m	3 per 1m ²	No	No	
DIA cae	Dianella caerulea	Blue Flax Lily	140mm	Height: 0.5 -1m Spread: 0.5m to 1.5m	3 per 1m ²	No	Yes - Seed Eating Birds	
DIE bic	Dietes bicolour	Yellow Wild Iris	140mm	Height: 0.5m to 0.8m Spread: 0.7m to 1m	3 per 1m ²	No	Yes - Bees and Other insects	
HYM lit	Hymenocallis littoralis	Spider Lily	140mm	Height: 0.5m to 0.7m Spread: 0.5m to 0.7m	3 per 1m ²	No	No	
LIR mus	Liriope muscari	Evergreen Giant	140mm	Height: 0.3m to 0.6m Spread: 0.3m to 0.6m	4 per 1m ²	No	Yes - Bees, Butterflies	
LIR SW	Liriope muscari 'Stripey White'	Stripey White	140mm	Height: 0.5m Spread: 0.5m	4 per 1m ²	No	No	
PHI xan	Philodendron xanadu	Xanadu	140mm	Height: 1.5m Spread: 1.5m	2 per 1m ²	No	No	
POG pan	Pogonatherum paniceum	Panda Grass	140mm	Height: 0.5m Spread: 0.5m	2 per 1m ²	No	No	
STE reg	Strelitzia reginae	Bird of Paradise	140mm	Height: 1.5m Spread: 0.9m to 1m	2 per 1m ²	No	No	
TRA jas		Star Jasmine	140mm	Height: 2m to 4m Spread: 2m to 4m	2 per 1m ²	No	Yes - Bees	

Code	Species Name	Common Name	Minimum Installation Size	Estimated Mature Size	Minimum Planting Density	Stake Req'd	Fauna Attracting	Image
Groundcovers								
TRA spa	Tradescantia spathacea	Moses in the Cradle	140mm	Height: 0.2m Spread: 0.2m	4 per 1m ²	No	No	
ZOY ten	Zoysia tenuifolia	No-Mow Grass	140mm	Height: 0.2m Spread: 0.2m	4 per 1m ²	No	No	



T 0491 155 408

E sage.design@cedarwoods.com.au

W sageburpengary.com.au



Annexure E Deed Poll

TRANSFER COVENANT - DEED POLL - "SAGE BURPENGARY" (ESTATE)

TO: Osprey Property Pty Ltd ACN 105 740 592 (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: "Sage Burpengary"

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

DESIGN STANDARDS

1. The New Owner agrees to abide by the terms of the Design Standards as though the New Owner was the "Registered Owner" and the Developer was the "Cedar Woods" referred to in the Design Standards.
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 Design Standards from time to time in relation to any land within the Estate, other than the Land;
 - (c) exclude or elect not to enforce the Design Standards or parts of them; and
 - (d) interpret and apply the Design Standards and the intent of the Design Standards,
 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 and any other works required to be completed by the Developer including fencing 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) have a qualified professional inspect the Retaining Wall at regular intervals;
 - (b) maintain the Retaining Wall in the same condition as at Effective Date, fair wear and tear excepted; and
 - (c) 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 acknowledges 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.

ACKNOWLEDGEMENT REGARDING TREES

13. The New Owner acknowledges and accepts that the Developer will be planting or has planted trees outside of but near or adjacent to the Land in the footpath/road reserve area, and that the New Owner must take into consideration the locations and existing and future consequences of such trees (including any consequences of the existing and future tree root structures and spreading) when designing and locating any improvements on the Land, including but not limited to fences and concrete slabs for the dwelling and driveways.

CONSTRUCTION ACCESS

14. The New Owner irrevocably grants all Neighbouring Lot Owners a licence over that part of the Land that is reasonably required by the Neighbouring Lot Owners for the purpose of constructing a Boundary Structure on the condition that, for each relevant Neighbouring Lot Owner, they:
 - (i) enter the Land at their own risk and cause as little nuisance as is reasonably practicable taking into consideration the construction work that is required to be carried out;
 - (ii) for the relevant party accessing the Land, have and maintain at all times public liability insurance for at least \$20 million per event for the activities to be carried out by the Neighbouring Lot Owners on the Land and provide a certificate of currency for such insurance to the New Owner;
 - (iii) give the New Owner at least 14 days prior notice of the date they first require entry onto the Land and provide the New Owner with its construction program for later access;
 - (iv) complete the works as expeditiously as reasonably possible; and
 - (v) clean the Land of all materials and rubbish brought on to the Land by the Neighbouring Lot Owners when the construction work for the Boundary Structure is completed.
15. For the avoidance of doubt, the licence granted to each Neighbouring Lot Owner ends on completion of the construction of the Boundary Structure on the relevant Neighbouring Lot.
16. The New Owner will not unreasonably obstruct the Neighbouring Lot Owners' access to the Land or interrupt, disturb or cause any nuisance to the Neighbouring Lot Owners exercising their rights under the licence granted under this clause.
17. The New Owner, if a beneficiary of a reciprocal right from a Neighbouring Lot Owner, accepts the benefit of such right from all Neighbouring Lot Owners.
18. The covenants and acknowledgements in this deed given by the New Owner to a Neighbouring Lot Owner are made and given for the benefit of all Neighbouring Lot Owners pursuant to section 55 of the Property Law Act 1974 in consideration of the Developer consenting to the sale of the Land to the New Owner under the terms of this deed and may be enforced by the Neighbouring Lot Owners.

FEATURE LICENCE

19. On and from Effective Date, the New Owner grants a licence to the Developer to occupy and use the area of the Land where any feature fencing or entry feature (**Feature**) is installed by the Developer either wholly or partly on the Land prior to the Effective Date (**Licence Area**) for the Licence Term (**Licence**).
20. The Licence Term:
 - (a) commences on the date on the Effective Date; and
 - (b) ends on the earlier of:



- (i) the date the Developer removes the Feature from the Land (which the Developer is not required to remove at the end of the Licence); and
- (ii) the date 20 Business Days after the sale of the last lot in the Estate by the Developer.

- 21. The grant of the Licence will not, in any way, grant any right of exclusive possession of the Licence Area to the Developer or create in favour of the Developer any tenancy or any right in the nature of a tenancy over the Licence Area.
- 22. The New Owner must not remove, replace or alter the Feature without the prior written consent of the Developer during the Licence Term.

DUPLEXES AND MULTIPLE DWELLING UNITS

- 23. Certain lots within the Estate may be designated by the Developer or an Authority as duplex dwelling and / or multiple dwelling unit lots (**MDU Lots**).
- 24. MDU Lots may incur additional payments pursuant to Approvals for the development of any dwelling.
- 25. The New Owner must not apply to the relevant Authority to designate the Land as a MDU Lot or further subdivide the Land without the express written consent of the Developer.

COVENANT ON SALE OF LAND

- 26. 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.
- 27. Notwithstanding the sale or other disposal of the Land by the New Owner, that New Owner remains liable for all breaches of this Deed Poll or the covenants included in the Design Standards) that occurred on or before the completion of the sale or disposal by the New Owner.

PRIVACY COLLECTION NOTICE

- 28. If the Developer is required by law to comply with the *Privacy Act 1988* (Cth) (**the Act**), then this clause applies.
- 29. The Developer's privacy policy may be viewed at www.cedarwoods.com.au/Privacy-Policy.
- 30. The Developer collects personal information about the New Owner so that the Developer can administer the Developer's dealings with the New Owner, provide the New Owner with services and deal with any requests the New Owner may have, in the Developer's absolute discretion. If the Developer does not collect the New Owner's personal information, then the Developer may be unable to deal with the New Owner.
- 31. The Developer uses the New Owner's personal information for the purpose of carrying out the Developers functions and activities described on the Developer's website and in the Developer's marketing and other material and for direct marketing (see below).
- 32. The Developer may disclose the New Owner's personal information and details of this Deed Poll to third parties, such as the Developer's related companies, IT providers who run the Developer's IT services, payment processors who process payments, marketing providers who provide marketing and public relations services, competition organisers, social media marketers, contractors, financiers, credit providers, insurers, solicitors, marketing agents, sales agents, rental agents and their staff, Neighbouring Lot Owners, Authorities, the Queensland Revenue Office, Australian Taxation Office, the New Owner's builder (and related entities), the Provider to contact the New Owner directly and provide the New Owner with a new buyer Provider information pack and material and any government body where the Developer is required to provide the New Owner's personal information by law. The Developer does not normally send the New Owner's personal information offshore, but should the Developer do so, the Developer will take reasonable steps to inform the New Owner of the country where the New Owner's personal information is sent.
- 33. The Developer's privacy policy sets out the Developer's approach to the management of personal and sensitive information. Subject to the Act, the New Owner can have access to and seek correction of the New Owner's personal and sensitive information. The Developer's privacy policy contains information about how the New Owner can do this. The Developer's privacy policy also contains information about how the Developer can make a complaint about a breach of privacy.
- 34. By signing this Deed Poll, the New Owner consents to the Developer using the New Owner's personal information as described in this clause 24 and to let the New Owner know about products and services that the Developer thinks may be of interest to the New Owner via direct marketing through electronic and other



means. However, the New Owner may opt out of receiving marketing information at any time by using the contact details provided on page 1 of this Deed Poll. For more information, see the Developer's privacy policy.

35. If the New Owner is an entity other than a natural person, the information about the New Owner referred to in this clause may include personal information concerning the New Owner's contact persons and other representatives and the New Owner must ensure that such representatives are informed of the matters in this clause and provide the consent referred to in clause 34.

GENERAL

36. **Severance** - Any void, voidable or illegal term or sub-clause of this Deed Poll may be severed unless to do so will result in a change to the basic nature of this Deed Poll.
37. **Joint and Several** - The New Owner, if more than one person or entity), agrees that they are jointly and severally liable in relation to the obligations pursuant to the Design Standards and this Deed Poll.
38. The Developer may seek an injunction from a court to prevent the New Owner breaching its obligations under this Deed Poll.
39. 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 with in 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.
40. 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) **Boundary Structure** means any improvement on a Neighbouring Lot that is required or desired to be constructed by the Neighbouring Lot Owner on or near the boundary of the Neighbouring Lot and the Land and which has obtained all required approvals;
 - (c) **Design Standards** means the design standards attached to this Deed Poll, as amended by the Developer from time to time.
 - (d) **Effective Date** means the date the New Owner become the owner of the Land.
 - (e) **Neighbouring Lot** means all residential lots in the Estate that adjoin the Land; and
 - (f) **Neighbouring Lot Owners** means all registered owners of Neighbouring Lots and includes their agents, consultants, builders, contractors, invitees and other third parties required for the construction of any Boundary Structure on the Neighbouring Lots.
 - (g) **Object or Objection** means to object generally and includes:
 - (i) object to a variation, change or substitution;
 - (ii) claim compensation;
 - (iii) require the Developer to carry out any works to the Land;
 - (iv) withhold a consent;
 - (v) make any claim, demand, appeal or suit of any nature; or
 - (vi) seek an injunction.
 - (h) **Provider** means a provider for the installation of network infrastructure in Estate to form part of the National Broadband Network.
 - (i) **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.

41. Queensland Law applies to this Deed Poll. The New Owner submits to the jurisdiction of the courts of Queensland.
42. This Deed Poll takes effect from the Effective Date.
43. 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:)

New Owner's Signature

Witness

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

New Owner's Signature

Witness

**THE NEW OWNER'S SIGNATURE MUST BE
WITNESSED**



Annexure F Draft Survey Plan

(follows this page)

Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet
1

of
6

Peg placed at all new corners unless otherwise stated.

For Reinstatement Report See Sheet 2.

For details of Lots 421–437. See Sheet 3.

For details of Lots 401–406 & 414–420, See Sheet 4.

For details of Lots 407–413 & 438, See Sheet 5.

For Reference Marks Table See Sheet 6.

Original information compiled from SP341365 & 15328476 in the Department of Resources.



RPS AAP Consulting Pty Ltd (ACN 117 883 173) hereby certify that the land comprised in this plan was surveyed by the corporation, by _____, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Matthew John INGLIS, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on _____

Authorised Delegate

Date

Plan of
Lots 401–438 & 5001
Cancelling Lots 8–12 on RP133823

LOCAL GOVERNMENT: *MORETON BAY CITY* LOCALITY: *BURPENGARY*

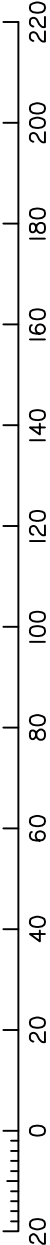
Meridian: *MGA (Zone 56) Vide SP331337* Survey Records: *No*

Scale: **1:1500**

Format: **STANDARD**

SP345208

Scale 1:1500 – Lengths are in metres.



Total Area of New Road
(See Sheet 1 & 3–5) **7444 m²**

(See Sheet 1 & 3–5) 7444 m²

Land Title Act 1994 ; Land Act 1994
Form 2IB Version 2

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

Sheet
2of
6

(Dealing No.)

4. Lodged by

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

I. Existing

Created

Title Reference	Description	New Lots	Road	Secondary Interests
I4862I33	Lot 8 on RPI33823	500I	New Rd	—
I4862I34	Lot 9 on RPI33823	500I	New Rd	—
I4862I35	Lot I0 on RPI33823	424—43I & 500I	New Rd	—
I4862I36	Lot II on RPI33823	40I—404, 4I5—424, 43I—436 & 500I	New Rd	—
I4862I37	Lot I2 on RPI33823	404—4I8, 436—438 & 500I	New Rd	—

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
72I504076	—	500I
72I487032	—	500I
72I487022	425—430	424, 43I & 500I
72I487025	40I—403, 4I9—423 & 432—435	404, 4I5—4I8, 424, 43I, 436 & 500I
72I487009	405—4I4, 437 & 438	404, 4I5—4I8, 436 & 500I

REINSTATEMENT REPORT

This survey follows and agrees with SP34I365 & IS328476.

The underlying plan is adequately connected to datum vide SP33I337 using OPMI07269 and OPM35745, both with datum lineage.

40I—438 & 500I	Por 6V
Lots	Orig

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt : DA/2024/I039
Surveyor : PRI47I73 (AU2I3004848.00I)

5. Passed & Endorsed :
By : RPS AAP CONSULTING PTY LTD
ACN I17 883 I73
Date :
Signed :
Designation : Authorised Delegate

6. Building Format Plans only.

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

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

7. Lodgement Fees :

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

8. Insert Plan Number
SP345208

Land Title Act 1994 ; Land Act 1994
Form 21A Version I

REFERENCE MARKS

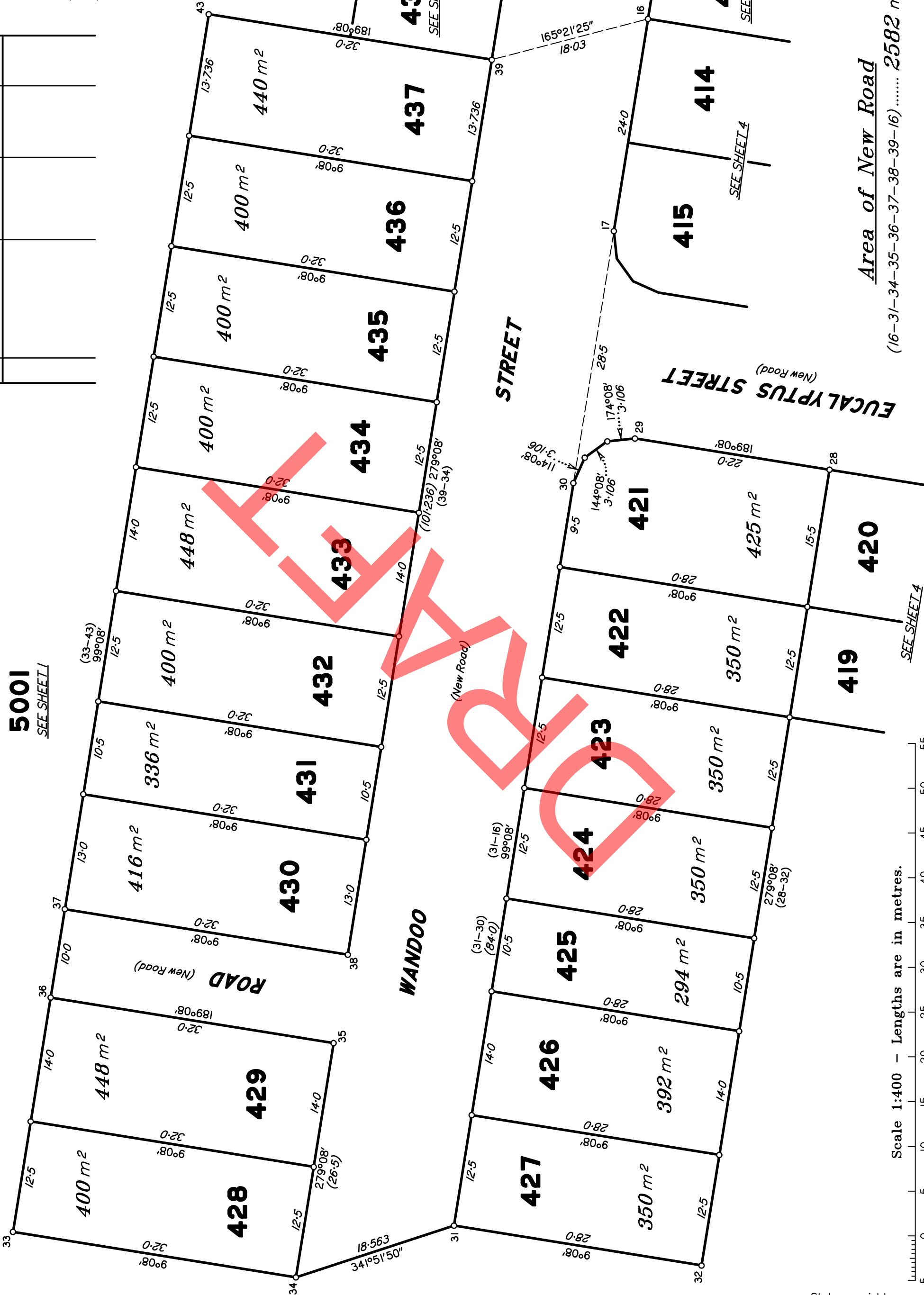
STN	TO	ORIGIN	BEARING	DIST



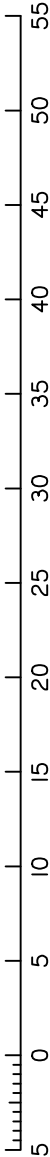
ADDITIONAL SHEET

5001

SEE SHEET 1



Scale 1:400 – Lengths are in metres.



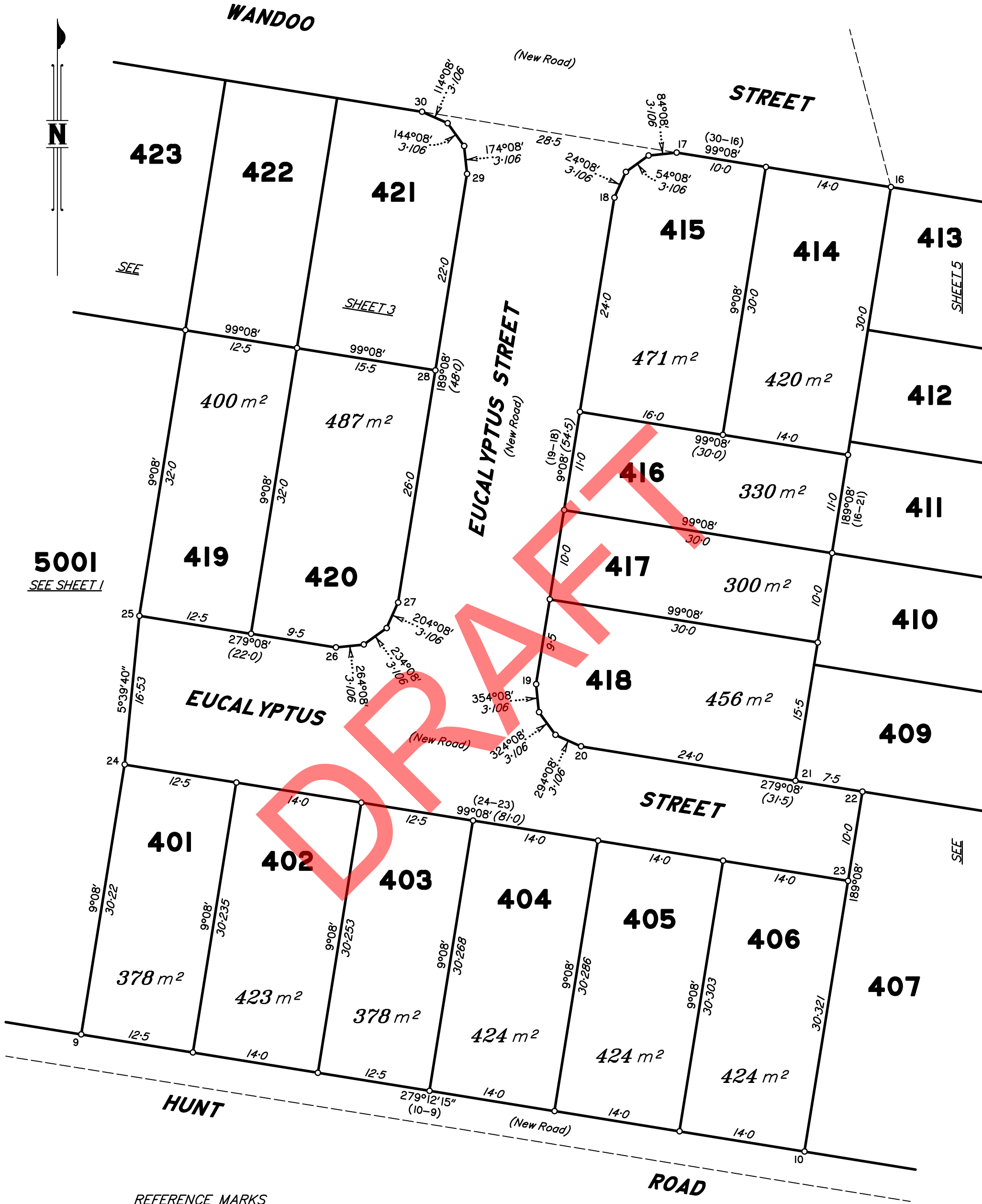
State copyright reserved.

Insert
Plan
Number

SP345208

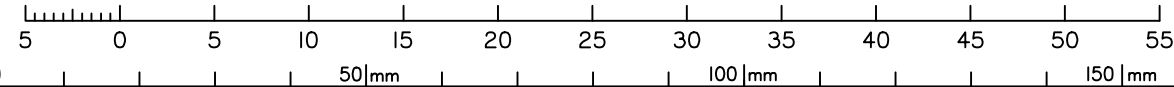
Area of New Road

(16-31-34-35-36-37-38-39-16) 2582 m²



REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST

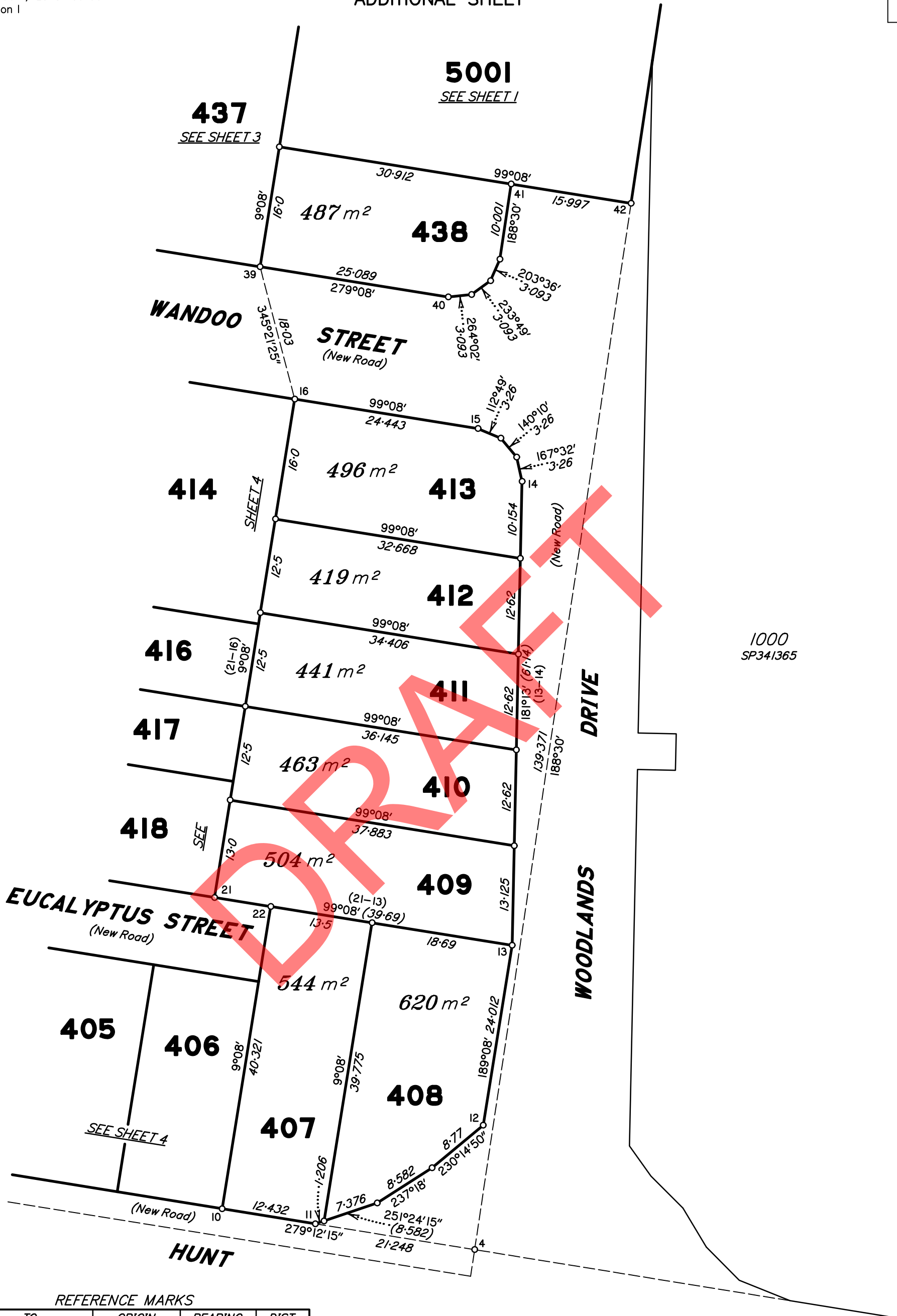
Scale 1:400 - Lengths are in metres.



Area of New Road
(17-19-22-23-24-25-27-30-17) 2127 m²

State copyright reserved.

Insert
Plan
Number
SP345208



1000
SP341365

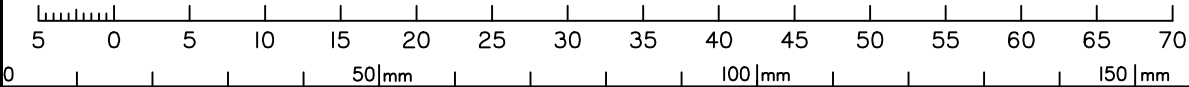
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST

Area of New Road

(4-11-12-13-14-16-
39-40-41-42-4) 1530 m²
(4-5-6-8-4) 1205 m²

Scale 1:500 - Lengths are in metres.



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Insert
Plan
Number

SP345208

Land Title Act 1994 ; Land Act 1994
Form 21A Version I

ADDITIONAL SHEET

5001
SEE SHEET 1

19.052
8°30'

88.642
181°13'

(New Road)

DRIVE

WOODLANDS

91°13'
5.0
181°13'
4.8
271°13'
5.0

49.615
181°13'

144°29'05"
4.887
135°01'45"
5.966
149°07'50"
5.966
135°09'55"
6.169
7.216
111°56'
42.079
279°12'15"

1000
SP341365

413

412

411

410

409

408

SEE

N

ROSSETTA ROAD

DIAGRAM
Scale 1: 100

5001
SEE SHEET 1

907
RP882620
2.142
353°37'
8°31'20"
6.035
0.994
3.136
323°50'
3.136
294°02'
6.035
279°07'45"
OIP at Stn
6
OP
SEE SHEET 1

HUNT ROAD

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O Screw in Kerb	8/SP341365	199°37'	4.85
5	O Screw in Kerb	3a/SP331337	123°38'	10.27
5	OIP	3a/SP331337	61°25'	19.83
7	OIP	RP133823	at	Stn

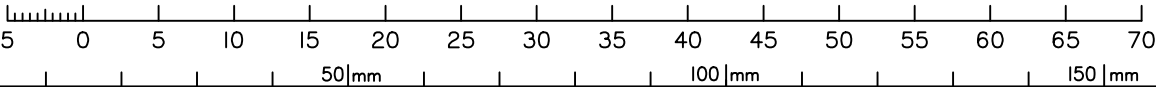
900
SP341365

MAGNOLIA BOULEVARD

O SW Cor Bk Wall
0.005N, 0.015E
(SP331337)
O Cen SFP
0.1N, 0.105E
(SP331337)

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Scale 1:500 - Lengths are in metres.



Insert
Plan
Number

SP345208



Annexure G Bushfire Management Plan

(follows this page)



BUSHFIRE HAZARD ASSESSMENT

Hunt Road Burpengary

Prepared by

Rob Friend & Assoc. Pty Ltd



DOCUMENT CONTROL

QUALITY ASSURANCE STATEMENT				
Revision No.	Author	Status	Approved for Issue	
			Name	Date
01	Lucy Ford	Draft	Rob Friend, Director, Rob Friend & Associates Pty Ltd	10/11/2020
02	Lucy Ford	FINAL	Rob Friend, Director, Rob Friend & Associates Pty Ltd	19/11/2020
03	Rob Friend	Final	Rob Friend, Director, Rob Friend & Associates Pty Ltd	1 April 2021
04	Rob Friend	FINAL	Rob Friend, Director, Rob Friend & Associates Pty Ltd	12 April 2021
05	Rob Friend	FINAL	Rob Friend, Director, Rob Friend & Associates Pty Ltd	19 MAY 2021
06	Rob Friend	FINAL	Rob Friend, Director, Rob Friend & Associates Pty Ltd	30 July 2021
07	Rob Friend	FINAL – Amended BAL Plan	Rob Friend, Director, Rob Friend & Associates Pty Ltd	24 August 2021

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Cove photograph – view of the potential development area on a property on Hunt Road.



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INTRODUCTION

Rob Friend and Associates Pty Ltd have been engaged by Osprey Property Pty Ltd to undertake an assessment and prepare a Bushfire Hazard Assessment in support of a Development Application to Moreton Bay Regional Council (MBRC) over land located at 28, 32-36, 40, 46, 52, 56-60, 64, 70 76, 84, 86-90, 94, 100 and 106 Hunt Road, Burpengary currently described as Lots 8-21 on RP133823.

A site inspection was undertaken on 19 June 2020 to collect the site-based data to inform this advice.

Inclusions with this report are as follows:

- Attachment 1 – Response to Code
- Attachment 2 – Plan of Subdivision
- Attachment 3 – Bushfire Attack Level Plan
- Attachment 4 – SPP Bushfire Hazard Map
- Attachment 5 – Moreton Bay Regional Council – Bushfire Hazard Overlay Map
- Attachment 6 – Photographic Plates

PROPOSAL

This development application seeks a development permit for Reconfiguring a Lot (ROL) to create 329 residential lots, road, access easement and greenspace across four stages of development comprising Stages 1, 2, 3A and 3B, 4, 5, 6, 7 and as the possible development stage, Stage 8. (see Attachment 2).

The proposed development will also entail the retention of existing and additional areas of vegetation within the land to be dedicated to Council as conservations areas. Other lands will also contain stormwater management devices such as detention and retention basins to manage the stormwater runoff from the site into the local stormwater conveyances conservation area to be dedicated to Moreton Bay Regional Council.

Access into and out of the development will be via new public roadways from Hunt Road, Burpengary.

The development also takes into account with respect to bushfire a development application to the north by another party and as part of Council's consideration of that development, Council is seeking the establishment of a 100-metre wide ecological corridor which will abut the 20 metres wide unformed Rosetta Road road reserve.

A number of stormwater management devices, detention basins have also been provided for however their plantings will be with species and in densities that will not present a bushfire hazard to adjacent residential properties.

SITE DESCRIPTION

General Description

The proposed development footprint will cover 14 rural or rural residential lots all fronting Hunt Road, Burpengary. All of the lots contain dwelling houses and auxiliary structures with one containing an active commercial nursery. Several lots also contain areas of native vegetation with much of the area

mapped as regulated vegetation on the Regulated Vegetation Management Mapping over the local area.

The overall proposed plan of the properties described above will cover a combined area of 28.56ha (see Table 1 for a summary of planning constraints per existing lot). The area is mapped as Emerging Community Zone- Transition Precinct in the MBRC Planning Scheme.

To the north and west is an unformed road reserve, Rosetta Road Reserve. To the east is an existing development around a cul-de-sac.

Landform

The land has a general fall from north to south across all the lots within the proposed development, the fall is slight and for bushfire purposes, a slope of 1 degree has been adopted.

Vegetation

The State has mapped two polygons of the endangered Regional Ecosystem 12.5.3 - *Eucalyptus racemosa subsp. racemosa* woodland with *Corymbia intermedia*, *E. siderophloia* +/- *E. tindaliae*, *E. resinifera*, *E. pilularis*, *E. microcorys*, *Angophora leiocarpa*. *Melaleuca quinquenervia* is often a prominent feature of lower slopes. Minor patches (<1ha) dominated by *Corymbia citriodora subsp. variegata* sometimes occur. Occurs on complex of remnant Tertiary surfaces +/- Cainozoic and Mesozoic sediments. (BVG1M: 9g).

Appendix IV provides a number of photographic plates of the vegetation and potential interface between the development footprint and the retained vegetation within the existing properties included in the development proposal.

Table 1- Summary of Lot constraints

Lot	Area (m²)	SPP MSES	SPP Bushfire	MBRC Bushfire
8	20285	Nil	Nil	High Potential Intensity
9	20310	Nil	Nil	Potential Impact Buffer
10	20340	Nil	Potential Impact Buffer	High Potential Intensity & Potential Impact Buffer
11	20340	Regulated Vegetation & Wildlife Habitat		
12	20360			
13	20390			
14	20390	Nil	High Potential Intensity & Potential Impact Buffer	
15	20410	Regulated Vegetation & Wildlife Habitat		
16	20410			
17	20440			
18	20440			
19	20460			
20	20490			
21	20490			

BUSHFIRE HAZARD MAPPING

State

- Appendix III provides the State Planning Policy – Natural Hazards, Risk and Resilience bushfire hazard map as well as the Moreton Bay Regional Council Planning Scheme Bushfire Hazard Overlay Map.
- The SPP also maps areas of a single polygon of High bushfire hazard over several allotments proposed development area. Additionally, this polygon extends to properties to the north of the development area including the Rosetta Road road reserve.

Local

- The Moreton Bay Planning Scheme also maps an area of High bushfire hazard over the areas of MSES and MSLS both within and around the proposed development footprint (See Appendix III).
- The corridor of vegetation mapped by MBRC on the western boundary of the development site is less than 40m wide, and based on feedback from MBRC we understand this corridor won't exceed 60m in width in the future. The area also currently abuts an artificial water body and maintained lawn areas. Due to the narrow width, this site can be considered a Low Bushfire Hazard¹.
- It is noted that some of the bushfire mapping is over lands that have been cleared and as such the extent of bushfire hazard needs to reflect the layout rather than the existing mapping.
- Vegetation to the west of Lot 8 is not currently mapped as Potential Bushfire Hazard under the SPP, however, MBRC maps the area as High Potential Bushfire Hazard. This vegetation to the east of Lot 8 is located on rural residential properties and sections of the mapped hazardous vegetation occurs over maintained lawns, without tree cover.

FINDINGS

1. The area mapped on the western border as High Bushfire Hazard by MBRC is not mapped as a hazardous area by SPP. This area contains three farm dams within proximity to the northwest corner of the proposed development. The vegetation in this corner is consistent with a wetland area, likely a result of the artificial water bodies and a subsequent rise in the water table with dominant vegetation of *Melaleuca* regrowth.
2. Lot 8 is currently a nursery with fence lines cleared of vegetation and a well-managed fence line and ground cover. Lot 8 shares the western boundary with a neighbouring property that contains a mix of native canopy trees from 10-20m, a mixed native and invasive overstory to 6m with a dense understory to 3m of invasive weeds and escapee garden exotics. Ground covers are dominated by invasive weeds. The species noted in this area are:
 - a. Dominant native canopy, overstory and juvenile understory: *Melaleuca quinquenervia*, *Eucalyptus tereticornis*, *Macaranga tanarius*, *Cryptocarya microneura*, *E. punctuate*, *Cupaniopsis anacardioides*, *Angophora leiocarpa*, *Allocasuarina littoralis*, *Acacia disparrima*, and *Lophostemon suaveolens*.

¹ Leonard, J., Newnham, G., Opie, K., and Blanchi, R. (2014) *A new methodology for state-wide mapping of bushfire prone areas in Queensland*. CSIRO, Australia

- b. Dominant vegetation to the south: *Corymbia intermedia*, *Eucalyptus carnea*, *E. racemosa*, *E. acmenoides*, *Brachychiton acerifolius*, *Corymbia trachyphloia*, *Lophostemon confertus*, *Angophora woodsiana*, *Dysoxylum mollissimum* subsp. *molle*, *Acacia fimbriata*, *Alphitonia excelsa*, *Grevillia robusta*, *Megathyrsus maximus*, *Pteridium esculentum*, *Imperata cylindrica*
 - c. Invasive weed species in understory and ground cover: *Pinus elliottii*, *Cinnamomum camphora*, *Lantana camara*, *Senna pendula* var. *glabrata*, *Senna tora*, *Koeleria elegans*, *Murraya paniculata*, *Syagrus romanzoffiana*, *Ochna serrulata*, *Ricinus communis*, *Sphagneticola trilobata*, *Urochloa mutica*, *Eupatorium adenophorum*, *Bidens pilosa*, *Asparagus aethiopicus*, *Nephrolepis cordifolia* and *Sansevieria trifasciata*
3. The development would see Lot 13 as well as a portion of Lot 14 retained as a vegetated wildlife corridor. The remainder of Lot 14 is proposed to be maintained as Local Parkland. There are portions of land that are mapped by the SPP and MBRC as High Potential Bushfire Risk.
 4. The front of Lot 13 and 14 each currently contain a dwelling and a number of mature native trees in paddocks with maintained lawn as ground cover. The back portion of both lots is less well maintained and has a dense understory of natives and invasive weeds.
 5. The current species noted within both proposed vegetation areas along the northern boundary and in Lots 13 and 14 are:
 - a. Mature canopy to 22m over lawn: *Eucalyptus crebra*, *E. racemosa*, *E. tereticornis*, *Corymbia intermedia*, *C. trachyphloia*
 - b. Unmanaged northern regrowth: *Melaleuca quinquenervia*, *Pinus elliottii*, *Syagrus romanzoffiana*, *Cinnamomum camphora*, *Acacia concurrens*, *A. Disparrima*, *Alphitonia excelsa*, *Leptospermum* sp., *Hovea acutifolia*, *Banksia* sp., *Lantana Camara*, *Ochna serrulate*, *Parsonsia* sp., *Xanthorrhoea latifolia*, *Macrozamia* sp., *Nephrolepis cordifolia*, *Schefflera actinophylla*, *Agave* sp., *Schoenoplectus subulatus*, *Jasminum* sp. and *Passiflora* sp.
 6. Further to the bushfire mapping, the SPP maps polygons of the development area as MSES - regulated vegetation and MSES – wildlife habitat.
 7. It is noted that the neighbouring properties to the north of the proposed environmental corridor are also mapped under the SPP MSES - wildlife habitat (koala habitat areas - core) and MSES - Regulated vegetation (Category B and essential habitat). The connectivity of these areas will require consideration for bushfire hazard potential as it is most likely that this vegetation will be retained into the future.

DEVELOPMENT CHANGES TO BUSHFIRE HAZARD

1. As a natural consequence of development, potential bushfire hazards within the development area will be cleared, negating the hazard as follows:
 - a. The existing MBRC and SPP High Potential Bushfire area mapped over Lots 8-12 will no longer be considered hazardous as this vegetation will be removed as a natural consequence of development approval.
 - b. The existing MBRC High Potential Bushfire mapping over the southern portion of Lots 17 – 19 will not be relevant. Again this vegetation will be removed as a natural consequence of the development approval.
 - c. The SPP maps the southern portion of Lot 19 as High Potential Bushfire Risk and will not be a hazard. Again the vegetation will be removed as a natural consequence of the development.
 - d. The southern portion of Lots 20 and 21 will not pose a bushfire hazard.
2. The remaining hazardous vegetation mapping will reflect the proposed layout response to the environmental overlay in creating larger lots within areas outside of the environmental significance mapping.
3. Additionally, perimeter roads have been located between lots and retained vegetation where the bushfire hazards have been mapped.

4. We note that Council has requested consideration of a future wide ecological vegetation corridor to the north and west of the development site. Based on feedback from MBRC we understand this corridor to the west won't exceed 60m in width in the future. With respect to the corridor to the north, again the feedback from Moreton Bay Regional Council is that they intend for the 20 metres wide Rosetta Road road reserve to not be constructed and for development over lands to the north of this development to provide for a 100-metre wide ecological corridor. Therefore, the potential total width of the road reserve and proposed ecological corridor to the north will be 120 metres at its potential widest.
5. We would note that this space may have or require some bushfire mitigation and management infrastructure such as fire trails and firebreaks however, as the planning and development of this infrastructure is not part of this development application, the extent and location of this bushfire management infrastructure will be proposed by others. Therefore, the bushfire setbacks specified for this development has taken into account the future ecological corridor to the north at its fullest width, that being 120 metres wide when determining the required setback to achieve a radiant heat flux of 29kW/m².
6. With regard to determining the radiant heat flux for a habitable structure backing onto the 120-metre wide ecological corridor, the Flamesol Minimum distance calculator has been used (see Table 2 below). The input values for the FFDI, Vegetation classification and surface and total fuel loads have been taken for the QFES Redi-portal mapping data. The remaining data are default values in the Flamesol calculator.
7. The setback for all Building location envelopes of property boundaries to obtain a radiant heat flux of 29kW/m² is 12.3 metres.

Table 2 – Minimal setback distance – Flamesol AS3839 Method 2

Hunt Road, Burpengary Minimum Distance Calculator - AS3959-2018 (Method 2) (Calculated July 30, 2021, 11:05 am (MDc v.4.9))

Inputs		Outputs	
Fire Danger Index	55	Rate of spread	1.23 km/h
Vegetation classification	Forest	Flame length	10.94 m
Understorey fuel load	17.5 t/ha	Flame angle	54 °, 64 °, 73 °, 78 °, 79 ° & 85 °
Total fuel load	24.2 t/ha	Elevation of receiver	4.26 m, 4.7 m, 4.91 m, 4.89 m, 4.82 m & 4.06 m
Vegetation height	n/a	Fire intensity	15,472 kW/m
Effective slope	1 °	Transmissivity	0.879, 0.864, 0.841, 0.82, 0.804 & 0.737
Site slope	1 °	Viewfactor	0.596, 0.4404, 0.2967, 0.2003, 0.1629 & 0.0445
Flame width	100 m	Minimum distance to < 40 kW/m ²	9 m
Windspeed	n/a	Minimum distance to < 29 kW/m ²	12.3 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m ²	18.1 m
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m ²	26.1 m
		Minimum distance to < 10 kW/m ²	31.3 m

Rate of Spread - Mcarthur, 1973 & Noble et al., 1980

Flame length - NSW Rural Fire Service, 2001 & Noble et al., 1980

Elevation of receiver - Douglas & Tan, 2005

Flame angle - Douglas & Tan, 2005

Radiant heat flux - Drysdale, 1999, Sullivan et al., 2003, Douglas & Tan, 2005

CONCLUSIONS

Our conclusion is based on the following reasons: -

1. The vegetation cleared for the proposed development will change the connectivity and location of hazardous vegetation.
2. However, there will remain an area of vegetation that will be retained as a natural consequence of the development and this area is of a width and area that is considered to be hazardous vegetation.
3. Based on the potential fire line intensity values of 17,330kW/m as determined in Table 1 above, the area is currently mapped as High potential fire line intensity which covers areas with a fireline intensity between 20,000kW/m to 40,000kW/m. However, as the determined fireline intensity is 17,330kW/m this value falls within the band which is determined to be an area of Medium fire line intensity or Medium bushfire hazard class.
4. Furthermore, advice from Moreton Bay Regional Council with regard to the future establishment of ecological corridors to the west and north has required a review of the existing and potential bushfire hazards outside of the development footprint now and potentially into the future.
5. Based on *Leonard et al* (2014) s2.2.1 – patch and corridor filtering, the potential 60-metre wide ecological corridor to the west are not wide enough to be classed as a bushfire hazard area based on the pre-clearing regional ecosystem. However, the 120 metres wide potential ecological corridor to the north which includes the existing vegetation Rosetta Road road reserve is wide enough to be classed as hazardous vegetation and as such a setback to achieve a radiant heat flux of 29kW/m² has been specified for all allotments abutting vegetation within and to the north of the development footprint. This setback using the Flamesol Minimum distance calculator has derived a setback of 12.3 metres achieves a Radiant heat flux of 29kW/m².
6. Therefore, the proposed development is required to respond to the relevant codes that relate to bushfire hazards. These are provided in Appendix I below.

VEGETATION REMOVAL AND BUSHFIRE RISK

Bushfire risk is defined in the Natural hazards, risk and resilience - Bushfire State Planning Policy – state interest guidance material (December 2019) and is defined as Acceptable or Tolerable risk.

It is noted that exemptions under the Schedule 6 Part 3 S20A(a)(i) and Schedule 2, Part 2 allow for the clearing of vegetation for essential management for “*establishing or maintain a **necessary** firebreak to protect infrastructure if the maximum width of the firebreak is equal to 1.5 times the height of the tallest vegetation next to the infrastructure or 20 metres, whichever is the wider*”

It is further noted that vegetation that is koala habitat can also be cleared for the establishment of a necessary firebreak or management line and removal of dangerous trees.

These exemptions are based on “NECESSARY CLEARING”. However, there is no definition of necessary in the Planning Act, or Regulation, Vegetation Management Act or Regulation or the Koala protection in Southeast Queensland Policy and other supporting documents.

However, the State Planning Policy – Natural Hazards, Risk and Resilience – bushfire does define acceptable risk and as the clearing of vegetation for necessary bushfire protection we can adopt the basis for that clearing to achieve an acceptable risk from potential hazardous vegetation.

Acceptable Risk for bushfire protection has been defined under the State Planning Policy as being a separation of the closest part of a structure to an area of hazardous vegetation such that it achieves a Radiant heat flux of 29kW/m².

The setback can be determined using two methods, the SPP Bushfire Protection Zone Calculator or Method 2 in AS3959. If Method 2 in AS3959 is used the Bushfire Resilient Communities SPP Guide stipulates that the state defined FFDI value and the attributed fuel loads for the Vegetation Hazard Class (VHC) are to be used.

Table 1 above provides an assessment of a setback distance from the adjacent existing or future hazardous vegetation to achieve a radiant heat flux of 29kW/m². This is determined to be 12.3 metres.

It is, therefore, reasonable to conclude that any necessary clearing of protected vegetation either under a Regulated Vegetation Management Map or vegetation mapped as either Core or locally refined koala habitat, can only be undertaken to a distance of 12.3 metres and that is all that is necessary for bushfire protection purposes.

It is noted that for those lots which will abut existing or future vegetation which is or could be mapped as remnant vegetation or koala habitat the infrastructure i.e. dwelling house, has been set back from the existing or future edge of the vegetation a distance of 12.3 metres and as such no further clearing will be necessary.

RECOMMENDATIONS

As a result of the development containing areas of hazardous vegetation we recommend; -

1. A minimum setback between any future habitable structures (house) and the edge of hazardous vegetation is 12.3 metres which achieves a radiant heat flux of less than 29kW/m² and as such an acceptable level of risk as defined under the State Planning Policy, Natural Hazards, Risk and Resilience.
2. For the two lots which abut Rosetta Road road reserve, a Building Location Envelope is to be located no closer than 12.3 metres from the joint boundary of the two lots and the southern boundary of Rosetta Road road reserve.
3. All road widths and locations for hydrant standpipes comply with the State Government's Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots (QFES, 2015).
4. The proposed layout ensures a road separation to all lots where they abut hazardous vegetation. Alternatively, an internal setback that achieves a radiant heat flux of 29kW/m² is established.
5. The development is connected to reticulated water and water pressures are such that are approved by the water utility company or Council.

6. All trees within 1.5 times of a structure are assessed by a suitably qualified and experienced Arborist to determine if those trees are of good health and will not be a public safety risk to future residents and visitors to the area, should they become impacted upon by any bushfire event.

NOTE – the Plan of Layout provided in Attachment 2 of this report complies with the above recommendations as well as the relevant Performance outcomes in the Reconfiguring a lot (Emerging Community Zone - Transition Precinct) Code of the Moreton Bay Regional Council Planning Scheme.

The Possible Stage 8 ROL

The Overall Plan of Development has identified a possible development outcome within the Detention basin area (B). The possible development outcome will see Lots 801 to 805 created under the sub-division of this area. to the north of these 4 lots, the detention basin (B) will remain and be managed for stormwater management purposes as well as bushfire outcomes.

Lot 805 will abut an area to be dedicated to Council for Conservation purposes and it will be permitted to revegetate over time. this area is connected to other areas mapped as hazardous vegetation and as such and inconsideration with Lot 805 this lot will abut a bushfire hazard area.

Therefore any habitable structure within Lots 805 will need to be located at an Acceptable or Tolerable risk from the future hazardous vegetation within the Conservation Area. Table 3 provides the input values for the determination of a Radiant heat flux of 29kW/m² using a 1.8-metre high radiant heat barrier. The Flamesol Radiant heat barrier calculations indicate a Building Location Envelope (BLE) within this lot is required to be setback from the lots joint boundary with the Conservation Area by a minimum of 8.5 metres to achieve a Radiant heat flux of 29kW/m² to be located at an Acceptable or Tolerable Risk.

Table 3 – Fire Barrier Calculation

Radiant Heat Barrier Calculator - AS3959-2018 - Lot 805 - Cedar Woods - Hunt Road, Burpengary
(Calculated April 8, 2021, 4:25 pm (RHBc v.1.4))

Inputs		Outputs	
Fire Danger Index	55	Rate of spread	1.05 km/h
Vegetation classification	Woodland	Flame length	8.91 m
Understorey fuel load	14.9 t/ha	Flame angle	59 °
Total fuel load	17.2 t/ha	Panel height	7.63 m
Vegetation height	n/a	Elevation of receiver	3.67 m
Effective slope	1 °	Effective barrier height	1.8 m
Site slope	1 °	Fire intensity	9,363 kW/m
Distance to vegetation	8.5 m	Transmissivity	0.878
Flame width	100 m	Viewfactor	0.5197
Windspeed	n/a	Radiant heat flux	34.71 kW/m ²
Heat of combustion	18,600 kJ/kg	Viewfactor of barrier	0.0891
Flame temperature	1,090 K	Adjusted viewfactor	0.4306
Actual barrier height	1.8 m	Adjusted radiant heat flux	28.76 kW/m ²
All other values not identified above are default values built into the Flamesol fire barrier model.		Bushfire Attack Level	BAL-29

Rate of Spread - McArthur, 1973 & Noble et al., 1980

Flame length - NSW Rural Fire Service, 2001 & Noble et al., 1980
Elevation of receiver - Douglas & Tan, 2005
Flame angle - Douglas & Tan, 2005
Radiant heat flux - Drysdale, 1999, Sullivan et al., 2003, Douglas & Tan, 2005

ATTACHMENTS

Attachment I – Response to Codes

Reconfiguring a lot (Emerging Community Zone - Transition Precinct) Code

Table P - Assessment against Table 9.4.1.3.2.2 Assessable development – Emerging community zone – Transition precinct			
Performance outcomes	Examples that achieve aspects of the Performance Outcomes	E Compliance – Yes – No See PO or – NA	Justification for compliance
Bushfire hazard			
PO67	E67		Response to PO67
Lots are designed to: - minimise the risk from bushfire hazard to each lot and provide the safest possible siting for buildings and structures; - limit the possible spread paths of bushfire within the reconfiguring; - achieve sufficient separation distance between development and hazardous vegetation to minimise the risk to future buildings and structures during bushfire events; - maintain the required level of functionality for emergency services and uses during and immediately after a natural hazard event.	Reconfiguring a lot ensures that all new lots are of an appropriate size, shape and layout to allow for the siting of future buildings being located: - within an appropriate development footprint; - within the lowest hazard locations on a lot; - to achieve minimum separation between development or development footprint and any source of bushfire hazard of 20m or the distance required to achieve a Bushfire Attack Level BAL (as identified under AS3959-2009), whichever is the greater; - to achieve a minimum separation between development or development footprint and any retained vegetation strips or small areas of vegetation of 10m or the distance required to achieve a Bushfire Attack Level BAL (as	Yes	The proposed development complies with PO67 by: - the proposed development footprint, that is the residential allotments are located outside of any mapped bushfire hazard area. And are also outside of any area which may become a bushfire hazard in the future. - the highest bushfire hazard area the development is located in a potential impact buffer. - A separations distance sufficient to achieve an acceptable level of risk i.e. a radiant heat flux of 29kW/m² which amounts to a setback of 12.3 metres, has been achieved throughout the development. - The development is on gently sloping land and not on a ridge top. - The land has a slope gradient of less than 15%

Table P - Assessment against Table 9.4.1.3.2.2 Assessable development – Emerging community zone – Transition precinct				
Performance outcomes	Examples that achieve aspects of the Performance Outcomes	E Compliance – Yes – No See PO or – NA	Justification for compliance	
	identified under AS3959-2009), whichever is the greater; i. away from ridgelines and hilltops; j. on land with a slope of less than 15%; k. away from north to west facing slopes.		vi) The development is predominately on southerly or easterly sloping land.	
PO68 Lots provide adequate water supply and infrastructure to support fire-fighting.	E68 For water supply purposes, reconfiguring a lot ensures that: a. lots have access to a reticulated water supply provided by a distributor retailer for the area; or b. where no reticulated water supply is available, on-site fire fighting water storage containing not less than 10000 litres and located within a development footprint.	Yes	Response to PO68 i) The development will be connected to reticulated water provided by the distributor retailer for the area.	
PO69 Lots are designed to achieve: a. safe site access by avoiding potential entrapment situations; b. accessibility and manoeuvring for fire-fighting during bushfire.	E69 Reconfiguring a lot ensures a new lot is provided with: a. direct road access and egress to public roads; b. an alternative access where the private driveway is longer than 100m to reach a public road;	Yes	Response to PO69 The development proposal complies with PO69 by: i) the development will contain public roadways which will be connected to Hunt Road in a minimum of four locations.	

Table P - Assessment against Table 9.4.1.3.2.2 Assessable development – Emerging community zone – Transition precinct			
Performance outcomes	Examples that achieve aspects of the Performance Outcomes	E Compliance – Yes – No See PO or – NA	Justification for compliance
	c. driveway access to a public road that has a gradient no greater than 12.5%; d. minimum width of 3.5m.		ii) No driveways will be greater than 100 metres in length iii) All driveways will have a gradient of less than 12.5% slope iv) All driveways will be compliant with the required width as required by MBRC.
PO70 The road layout and design supports: a. safe and efficient emergency services access to all lots, and manoeuvring within the subdivision; b. availability and maintenance of access routes for the purpose of safe evacuation.	E71 Reconfiguring a lot provides a road layout which: c. includes a perimeter road that separating the new lots from hazardous vegetation on adjacent lots incorporating by: i. a cleared width of 20m; ii. road gradients not exceeding 12.5%; iii. pavement and surface treatment capable of being used by emergency vehicles; iv. Turning areas for fire fighting appliances in accordance with Qld Fire and Emergency Services' Fire Hydrant and Vehicle Access Guidelines. d. Or if the above is not practicable, a fire maintenance trail separates the lots from hazardous vegetation on adjacent lots incorporating:	Yes	Response to PO70 The development proposal complies with PO70 by: i) perimeter roads will separate all residential allotments from areas of hazardous vegetation ii) a clear width of 20 metres or greater will separate all habitable structures from areas of hazardous vegetation over the whole land, road gradients will be less than 12.5%. iv) all internal public roadways will be constructed to the required standard. v) All roadways and turning areas will comply with Qld Fire and Emergency Services' Fire Hydrant and Vehicle Access Guidelines. vi) No fire management trails are proposed, however, should Council require any recreational infrastructure through the retained bushland/open

Table P - Assessment against Table 9.4.1.3.2.2 Assessable development – Emerging community zone – Transition precinct			
Performance outcomes	Examples that achieve aspects of the Performance Outcomes	E Compliance – Yes – No See PO or – NA	Justification for compliance
	i. a minimum cleared width of 6m and minimum formed width of 4m; ii. gradient not exceeding 12.5%; iii. cross slope not exceeding 10%; iv. a formed width and erosion control devices to the standards specified in Planning scheme policy - Integrated design; v. a turning circle or turnaround area at the end of the trail to allow fire fighting vehicles to manoeuvre; vi. passing bays and turning/reversing bays every 200m; vii. an access easement that is granted in favour of the Council and the Queensland Fire and Rescue Service or located on public land. e. excludes cul-de-sacs, except where a perimeter road with a cleared width of 20m isolates the lots from hazardous vegetation on adjacent lots; and f. excludes dead-end roads.		space areas, these can be established to provide access for Emergency Service for bushfire management purposes. vii) It is noted two road dead-ends have been proposed and turn-around areas will be listed in detail road design.

Attachment 2 – Plan for Subdivision



CLIENT



PROJECT

OVERALL CONCEPT PLAN OF SUBDIVISION

Burepangary

Lots 8-21 on RP133823

AMENDMENTS:

A	Original	DATE:	07.07.2021
B	Amend layout + summaries		11.11.2021
C	Amend roads + layout + summaries		01.03.2021
D	Amend roads + layout + summaries		15.03.2021
E	Amend Stage 8		19.03.2021
F	Amend Boundary lots increase yield / amend lots 101 + 109 + 303 + 304 + 309 + 330		26.07.2021
G	Update Hunt Road (2.2m) + pathways + road detail		04.08.2021
H	Amend Lot 2001 + add inset		17.08.2021

DESIGNED:

KS

DATE:

17.08.2021

DRAWN:

KS

DATE:

17.08.2021

SCALE:

1:3,000 @A3

1 of 1

IMPORTANT NOTES:

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Caristral Boundaries:
DCDB © State of Queensland (Department of Natural Resources and Mines) 2020





DRAWING NUMBER

20-0010-PS5

ISSUE:

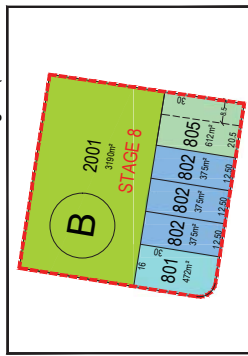
H

AVERAGE LOT AREA			DENSITY		
Total area of lots	13.05ha		Total number of lots	329	
Total number of lots	329		Approx. total area	20.27ha	
Average lot area	396m ²		Approx. density	16.23ha	

DEVELOPMENT SUMMARY - LAND USE		
Total approx. site area (subject to final survey)	28.55ha	
Approx. area of Developable Land	19.49ha	
Approx. area of Environmental Corridor	6.95ha	
Approx. area of Local Park	0.82ha	
Approx. area of Stormwater Treatment	0.98ha	
Approx. area of Road Resumption	0.31ha	

YIELD SUMMARY			
MBRC Lot Type	Lot Frontage	Number of Lots	%
Type A	7.5m	10	3.0%
Type B	>7.5m-10m	31	9.4%
Type C	>10m-12.5m (over 10.0m)	1	0.3%
	>10m-12.5m (12.5m)	137	41.6%
	>12.5m-18m (over 12.5m)	6	1.8%
Type D	>12.5m-18m (14m)	78	23.7%
	>12.5m-18m (15m)	26	7.9%
	>12.5m-18m (16m)	34	10.3%
Type E	>18.0m-32.0m	6	1.8%
Type F	32.0m+	0	0.0%
Total		329	100%

INSERT A : Possible future Stage 8 (current Stage 4)



LEGEND



Site Boundary



Stage Boundary



Existing Lot Boundaries



Road Resumption



Environmental Corridor



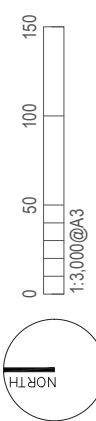
Local Park



Stormwater Treatment



Attachment 3 – Bushfire Attack Level Plan



BAL FZ - 0.0m < 6.3m	
BAL 40 - 6.3m	
BAL 29 - 8.5m	
BAL 19 - 12.45m	
BAL 12.5 - 18.01m - 100m	

BAL FZ - 0.0m - 9.0m
BAL 40 - 9.01m - 12.30m
BAL 29 - 12.31m - 18.10m
BAL 19 - 18.11m - 26.10m
BAL 12.5 - 26.11m - 100m

Site Boundary	
Existing Lot Boundaries	
Possible Road Resumption	
Possible Environmental Corridor	

Attachment 4 – State Planning Policy – Natural Hazards, Risk and Resilience – Bushfire Hazard Map

State Planning Policy - -Natural Hazards, Risk and Resilience - Bushfire Hazard Overlay – Overall Subdivision Plan



State Planning Policy
Making or amending a local planning instrument
and designating land for community infrastructure

Date: 16/06/2020

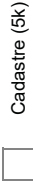
Disclaimer:
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Legend

Drawn Polygon Layer

Override 1

Cadastral (5k)



Bushfire prone area

Very High Potential Bushfire Intensity

High Potential Bushfire Intensity

Medium Potential Bushfire Intensity

Potential Impact Buffer



State Planning Policy
Making or amending a local planning instrument
and designating land for community infrastructure

Date: 16/06/2020

Approved Subject to Conditions of Decision Notice DA/41467/2020

Disclaimer:
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Attachment 5 - Moreton Bay Regional Council Planning Scheme - Bushfire Hazard Overlay – Overall Subdivision Plan

Hunt Road, Morayfield



18/02/2020, 9:56:10 am

 MBRC Administrative Boundary

 MBRC Property Boundaries



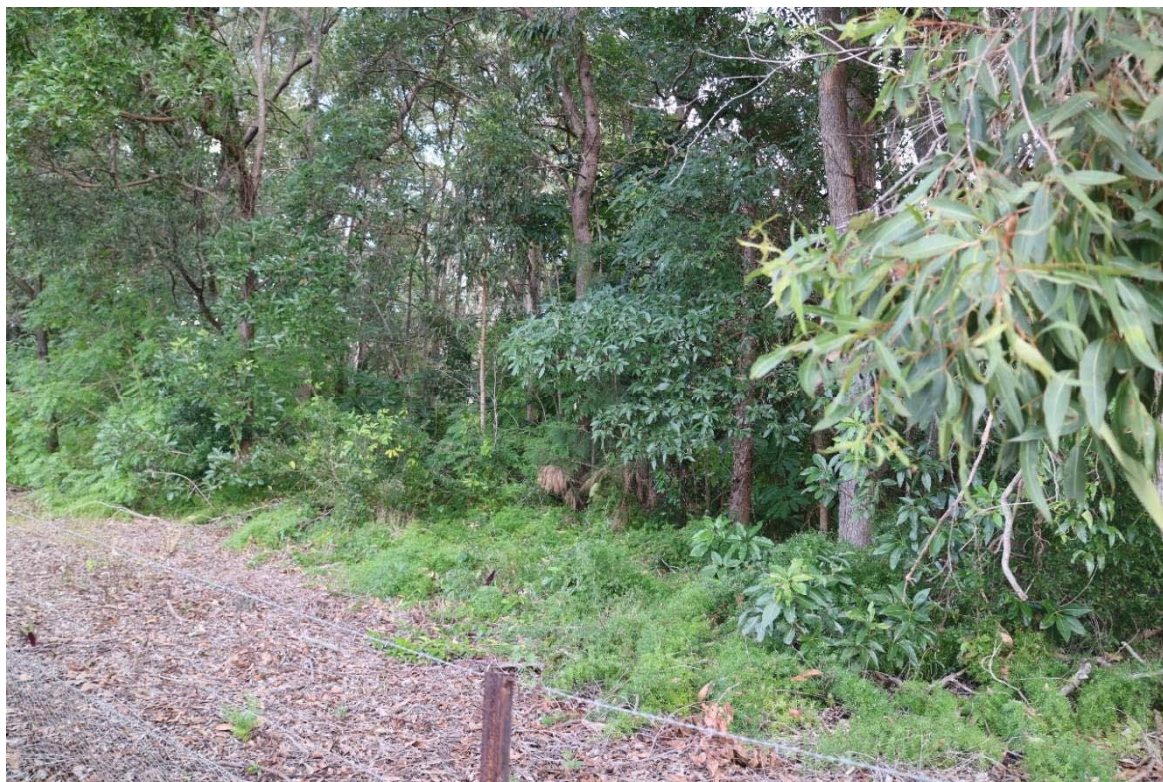
Attachment 6 - Photographic Plates



Photographic Plate 1 View of vegetation on western boundary outside of proposed development; from Hunt Road to the north. We note this vegetation is within the Rosetta Road road reserve within the land to the west predominately clear of hazardous vegetation.



Photographic Plate 2 View of vegetation on western boundary outside of proposed development; north-west corner of Lot 8 (106 Hunt Road). We note this vegetation is within the Rosetta Road road reserve within the land to the west predominately clear of hazardous vegetation.



Photographic Plate 3 View of vegetation on western boundary outside of proposed development; fence line of Lot 8 (106 Hunt Road). We note this vegetation is within the Rosetta Road road reserve within the land to the west predominately clear of hazardous vegetation.



Photographic Plate 4 Vegetation on Lot 13 (76 Hunt Road), mapped as High-Intensity Potential Bushfire hazard. This is presumably based on the designation of the Vegetation Hazard Class. Based on the current and potential future vegetative structure this area should be mapped as an area of Medium bushfire hazard class.



Photographic Plate 5 Mature native trees over maintained grassland on Lot 14 (70 Hunt Road) looking east.



Photographic Plate 6 Unmanaged regrowth view looking north from Lot 14 (70 Hunt Road). It is noted a significant portion of the understorey is environmental weeds



Photographic Plate 7 *Unmanaged regrowth view looking north from Lot 19 (40 Hunt Road). It is noted a significant portion of the understorey is environmental weeds or landscape amenity escapees.*



Annexure H Encumbrance Schedule

Easements & Covenants

Lot No	Location	Favouree /Covenantee	Purpose	Type – Private or In Gross

Note:

1. The terms of the easement are to be on terms required by the relevant Authority.

Other Encumbrances



Annexure I Plan of Development

(follows this page)

CLIENT



PROJECT

PLAN OF DEVELOPMENT

Hunt Road, Burpengary

Lots 8-13 on RP133832

AMENDMENTS:

A

Original

DATE: 17/08/2020

B

Amended layout + road res. + summer res

DATE: 03/11/2021

C

D

E

F

G

H

DESIGNED:

KS

DATE: 03/11/2021

DRAWN:

KS

DATE: 03/11/2021

SCALE:

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1 of 1

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DRAWING NUMBER

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ISSUE:

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Cartistral Boundaries:
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The main site plan shows a rectangular area divided into lots 630 through 711. Roads 4, 5, 6, and 7 are shown as 16.5m wide new roads. Environmental areas are marked: B (Refer INSERT A), EC (Environmental Area to be dedicated as part of DA41289/220/V3RL), and STAGE 4. A north arrow and a scale bar (0 to 150m) are included. The plan is labeled with '14/RP133832' and '6/RP133832'.

A scale bar showing 0, 50, 100, and 150 meters. Below it, a north arrow pointing upwards.

LEGEND - Setbacks	
	Lots with a frontage 12.5m or less
	Mandatory Built to Boundary Wall (BTB)
	Mandatory Driveway Location
	Mandatory Paired Driveway Location
	BAL setback (lot 630 +805)

INSERT A : Possible future Stage 8 (current Stage 4)

An inset map showing the site's location within a larger area. It includes a north arrow and a scale bar. The site is highlighted in green and labeled 'B 2001 STAGE 8'.

LEGEND	
	Site Boundary
	Existing Lot Boundaries
	Environmental Area
	Local Park
	Stormwater Treatment
	No Compromise Area 2.0m wide (lots 630-640 + 701-711)
	Road Resumption
	Balance Lot
	Indicative Pathway
	Temporary Stormwater Treatment to be constructed as part of Stage 4

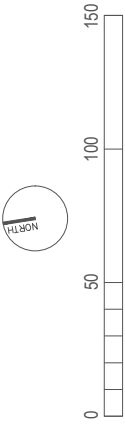
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24/12/2021



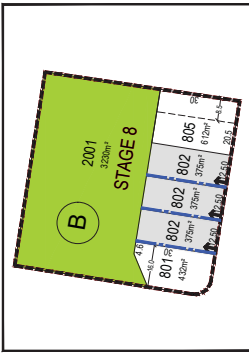
Annexure J Plan of Development - Pending Approval

(follows this page)



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INSERT A: Possible future Stage 8 (current Stage 4)



LEGEND

Site Boundary	
Stage Boundaries	
Existing Lot Boundaries	
Environmental Area	EC
Stormwater Treatment	B
No Compromise Area 2.0m wide (lots 634-643 + 701-712)	
Road Resumption	
Indicative Pathway	
Bushfire setback	

LEGEND - Residential setbacks

Lots with a frontage 12.5m or less
Mandatory Built to Boundary Wall (BTB)
Mandatory Driveway Location

CLIENT

PROJECT

PLAN OF DEVELOPMENT

Hunt Road, Burpengary

Lots 8-13 on RP133832

AMENDMENTS:	DATE:
A Original	07.07.2020
B Amended layout + road res. + summaries	03.11.2021
C Amended layout Stage 4 (part Stage 5-7)	28.02.2024
D Amended layout + summaries	02.08.2024
E Amended Bushfire setback	29.08.2024
F	
G	
H	
DESIGNED: KS	DATE: 29.08.2024
DRAWN: KS	DATE: 29.08.2024
SCALE: 1:2,000 @A3	1 of 1

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