MONTEREA RIPLEY STAGE 1

CONTRACT OF SALE

Insert Lot Number

Sale of Lot _____ on SP291456 in "Monterea Ripley", Ripley, Qld, 4306

HWL EBSWORTH LAWYERS

Contract for Houses and Residential Land

Fifteenth 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:

SELLER'S AGENT

NAME:	Not Applicable				
ABN:		LICENCE NO:			
ADDRESS:					
SUBURB:		STATE:		POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

SELLER

NAME:	Gerard Joseph McHale	ABN:			
ADDRESS:	PO Box 3175				
SUBURB:	Rouse Hill	STATE:	NSW	POSTCODE:	2155
PHONE:	MOBILE:	FAX:	EMAIL:		

NAME:	Patrick John McHale	ABN:			
ADDRESS:	PO Box 3175				
SUBURB:	Rouse Hill	STATE:	Qld	POSTCODE:	2155
PHONE:	MOBILE:	FAX:	EMAIL:		

SELLER'S SOLICITOR ■ *or any other solicitor notified to the Buyer*

NAME:	HWL Ebsworth Lawyers				
REF:	JJE:MKF:SA	CONTACT:	Samantha Ackers		
ADDRESS:	Level 19, 480 Queen Street				
	(GPO Box 2033, Brisbane, Qld, 4001)				
SUBURB:	Brisbane	STATE:	Qld	POSTCODE:	4000
PHONE:	MOBILE:	FAX:	EMAIL:		
(07) 3169 4700		1300 368 717	sackers@hwle.com.au		

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BUYER

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT *(If applicable)*

NAME: Not Applicable

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: _____ in Stage 1 "Monterea Ripley"

SUBURB: Ripley STATE: Qld POSTCODE: 4306

☐ Built On ☑ Vacant

Description: Lot: _____

On: SP291456

Title Reference: _____

Area: _____ m² ■ *more or less*

Land sold as: ☑ Freehold ☐ Leasehold ■ *if neither is selected, the land is treated as being Freehold*

Present Use: Vacant land

Local Government Ipswich City Council

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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: 034-003 **Account No:** 246634

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 satisfaction or waiver of clause 3.1 of the REIQ Terms of Contract (Finance) ("**clause 3.1**") if this Contract is subject to clause 3.1 or if this Contract is not subject to clause 3.1, then on the day the Buyer signs this contract.

Default Interest Rate: %

■ *If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.*

FINANCE

Finance Amount: **$** Sufficient to complete this contract

■ *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: Any Bank or other Financial Institution of the Buyer's Choice

Finance Date: 21 days after the Contract Date

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.*

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

See Annexure "A" Special Conditions, Annexure "D" Easement Schedule and Annexure "E" Survey Plan

■ ***WARNING TO SELLER**: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title 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: Nil

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

TERM AND OPTIONS:

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STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		$	$

Managing Agent:

AGENCY NAME:	Not Applicable		
PROPERTY MANAGER:			
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	FAX:	MOBILE:	EMAIL:

POOL SAFETY

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

- ☐ Yes
- ☑ No Clause 4.2 of this contract does not apply

Q2. If the answer to Q1 is Yes, is there a Compliance or Exemption Certificatefor the pool at the time of contract?

- ☐ Yes Clause 5.3(1)(f) applies
- ☐ No Clause 4.2 applies (except for auction and some other excluded sales)

Q3. If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

- ☐ Yes
- ☐ No

■ ***WARNING TO SELLER**: Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.*

■ ***WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.*

■ *If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.*

■ *Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006.*

POOL SAFETY INSPECTOR

Pool Safety Inspector:	Not Applicable	■ *The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.*
Pool Safety Inspection Date:	Not Applicable	■ *Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.*

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

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

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

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:
(select whichever is applicable)

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

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

■ ***WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.*

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NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- ☐ Yes
- ☐ No

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

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

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

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

☐	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.

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

SPECIAL CONDITIONS

The Seller and Buyer acknowledge and agree that Annexure “A” Special Conditions, Annexure “B” No Pre-Contract Representations - Important Notice, Annexure “C” Building Covenants, Annexure “D” Easement Schedule and Annexure "E" Survey Plan form part of this Contract.

Personal Use	☐ **NO** ☐ **YES**	*[Tick as applicable. If not completed, the Buyer warrants that the Property is not for the Buyer's Personal Use.]*
Foreign Person	☐ **NO** ☐ **YES**	*[Tick as applicable. If not completed, the Buyer warrants that the Buyer is not a Foreign Person. If "Yes" is selected, this contract must be subject to the Buyer obtaining the relevant approval]*

SETTLEMENT

SETTLEMENT DATE:	See Special Conditions	■ *or the next Business Day if that is not a Business Day in the Place for Settlement.*
PLACE FOR SETTLEMENT:	Brisbane CBD	■ *If Brisbane is inserted, this is a reference to Brisbane CBD.*

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period.

It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

BUYER: _____ **WITNESS:** _____

BUYER: _____ **WITNESS:** _____

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

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

SELLER: _____ **WITNESS:** _____

SELLER: _____ **WITNESS:** _____

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

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

DEPOSIT HOLDER: _____

■ *Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.*

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TERMS OF CONTRACT

FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract:

(1) terms in **bold** in the Reference Schedule have the meanings shown opposite them; and

(2) unless the context otherwise indicates:

(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, adjusted under clause 2.6;

(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) **"Compliance or Exemption Certificate"** means:

(i) a Pool Safety Certificate; 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*;

(k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;

(l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;

(m) **"Court"** includes any tribunal established under statute.

(n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;

(o) **"Encumbrances"** includes:

(i) unregistered encumbrances;

(ii) statutory encumbrances; and

(iii) Security Interests.

(p) **"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)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;

but nothing in this definition precludes a Court from finding other terms to be essential.

(q) **"Financial Institution"** means a Bank, building society or credit union;

(r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;

(s) **"GST"** means the goods and services tax under the GST Act;

(t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;

(u) **"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.

(v) **"Improvements"** means 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;

(w) **"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;

(x) **"Notice of no pool safety certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;

(y) **"Notice of nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;

(z) **"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;

(aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;

(bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;

(cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following;

(i) the Inspection Date for the Building and/or Pest Inspection; or

(ii) 2 Business Days before the Settlement Date

(dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;

(ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;

(ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;

(gg) **"Property"** means:

(i) the Land;

(ii) the Improvements; and

(iii) the Included Chattels;

(hh) **"Rent"** means any periodic amount payable under the Tenancies;

(ii) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;

(jj) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;

(kk) **"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;

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(ll) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and

(mm) **"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) 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 section14-215 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 prior to 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 to Balance Purchase Price

(1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. 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

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(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 Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.

(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 Buyer may deduct 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) Arrears of 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.

(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, prior to 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 AND POOL SAFETY

4.1 Building and Pest Inspection

(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).

(2) The Buyer must give notice to the Seller that:
(a) a satisfactory Inspector's report under clause 4.1(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(1) has been either satisfied or waived by the Buyer.

(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) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

(5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Pool Safety

(1) This clause 4.2 applies if:
(a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
(b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.

(2) This contract is conditional upon:
(a) the issue of a Pool Safety Certificate; or
(b) a Pool Safety Inspector issuing a Notice of nonconformity stating the works required before a Pool Safety Certificate can be issued,

by the Pool Safety Inspection Date.

(3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
(a) the Buyer to arrange the inspection; and
(b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.

(4) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
(a) terminates this contract; or
(b) waives the benefit of this clause 4.2;

The Buyer must act reasonably.

(5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.

(6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).

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(7) The right of a party to terminate under this clause 4.2, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.
(8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

5. SETTLEMENT

5.1 Time and Date
(1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
(2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the land registry office in or nearest to the Place for Settlement.

5.2 Transfer Documents
(1) The Transfer Documents must be prepared by the Buyer's Solicitor 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 Office of State Revenue 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) any instrument of title for the Land required to register the transfer to the Buyer; and
(b) unstamped Transfer Documents capable of immediate registration after stamping; and
(c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
(d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
(e) 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
(f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
(2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
(3) If the Keys are not delivered at Settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. 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
(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 Suspension of Time
(1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster 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 Natural Disaster 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 Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
(5) When the Suspension Period ends, whether notice under clause 6.2(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 6.2:
(a) **"Affected Party"** means a party referred to in clause 6.2(1);
(b) **"Natural Disaster"** means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
(c) **"Settlement Obligations"** means, in the case of the Buyer, its obligations under clauses 2.5(1) 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;
(d) **"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 Natural Disaster.

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).

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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 warrants that, except as disclosed in this contract 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 judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.

(2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.

(3)(a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* (**"EPA"**), at the Contract Date:
(i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
(ii) 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 EPA.

(b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
(i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
(ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.

(4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.

(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 there is:
(a) an error in the boundaries or area of the Land;
(b) an encroachment by structures onto or from the Land; or
(c) a mistake or omission in describing the Property or the Seller's title to it;

which is:
(d) immaterial; or
(e) 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.

(3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).

(4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities
(1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
(a) if issued before the Contract Date, by the Seller before the Settlement Date;
(b) if issued on or after the Contract Date, by the Buyer.

(2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.

(3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.

(4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.

(5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

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 or any service to the Land passes unlawfully through other land;
(d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
(e) 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)(c);
(f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
(g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
(h) 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 on or 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 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; and
(4) once to value the Property before settlement.

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

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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 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 to perform.

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; and

(4) 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

Without limiting any other right or remedy of the parties including those under this contract or any right at common law, 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.

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.

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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.

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.

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

(1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement and overrides any other provision of this contract to the extent of any inconsistency.

(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).

(3) Clause 11 (except clause 11.5(2)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

11.2 Completion of Electronic Workspace

(1) 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 to enable settlement to occur on the Settlement Date.

(2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.

(3) 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.

(4) 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 prior to 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(4)(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(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) and 2.5(3)(f).

(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 clauses 5.3(1)(b) and (c) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than releases of Encumbrances referred to in clause 11.3(5)) for Electronic Lodgement in the Land Registry.

(5) The Seller will be taken to have complied with clause 5.3(1)(c), (d), (e) and (f) if the Seller's Solicitor:

(a) 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)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and

(b) 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

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

(6) 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.

(7) 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.

11.4 Computer System Unavailable

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

(2) A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, settlement is deemed to occur at the time of Financial Settlement.

11.5 Withdrawal from Electronic Settlement

(1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.

(2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:

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(a) the transaction is not a Qualifying Conveyancing Transaction; or

(b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to PEXA; or

(c) the Buyer's or Seller's Financial Institution is unable to settle using PEXA.

(3) If clause 11.5(2) applies:

(a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and

(b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

Each party must pay its own fees and charges of using PEXA for Electronic Settlement.

11.7 Definitions for clause 11

In clause 11:

"Digitally Sign" and "**Digital Signature"** have the meaning in the ECNL.

"ECNL" means the Electronic Conveyancing National Law (Queensland).

"Electronic Conveyancing Documents" has the meaning in the *Land Title Act 1994*.

"Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.

"Electronic Settlement" means settlement facilitated by PEXA.

"Electronic Workspace" means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement.

"Financial Settlement" means the exchange of value between Financial Institutions in accordance with the Financial Settlement Schedule.

"Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

"PEXA" means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents.

"Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by PEXA, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

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.

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ANNEXURE "A"

SPECIAL CONDITIONS

PART A. TERMS OF CONTRACT

1. Modification to Terms of Contract

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

Clause No	Deletion, Amendment or Addition
1.1(2)(p)	After the words "Essential Term includes" insert the following words: *"any term specified in the Special Conditions to be an Essential Term and also includes."*
1.1(2)(p)(i)	Amend by inserting the words "*and Special Condition 23"* at the end of the clause.
1.1(2)(z)	Delete the words "*but excludes land tax*" and replace them with "*and includes land tax and if it has been levied, the Special Infrastructure Levy*".
1.1(2)(kk)	Delete sub-clause.
2.6	Delete sub-clauses (2)(c), (3) and (5).
2.6(2)	Delete "*and 2.6(14)*".
2.6(4)	Delete clause and replace with the following: *"2.6(4) Land tax will be calculated for apportionment purposes on the basis that, as at midnight on the previous 30th June, the Seller owned no land other than its interest in the Base Parcel, or if there was at that date a separate valuation for the Land, that the Seller owned no land other than its interest in the Land. If there is no separate valuation for the Land, then the land tax amount for apportionment purposes for the Land shall be determined using the following formula:* *Amount x AL* *ABP* *Where:* *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.* *ABP = Area of the Base Parcel in square metres.* *If the valuation for the Base Parcel includes land other than the lot(s) which were subdivided to create the Land (and other land on the Survey Plan), the "Amount" will be determined on a proportionate area basis or other more appropriate basis as determined by the Seller's Solicitor acting reasonably."*
2.6(6)	Insert the words "(other than land tax)" after the word "Outgoings in the first sentence.
2.6(12)	Delete clause and replace with the following: *"The cost of all Bank cheques payable at Settlement are the responsibility of the Buyer".*
2.6(14)	Delete sub-clause.
5.1	Delete clause.
5.2	Delete clause.

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Clause No	Deletion, Amendment or Addition
5.3(1)(b)	Insert the following words after the words "after stamping": *"and after registration of releases or withdrawals of any Encumbrances which are provided by the Seller to the Buyer at Settlement".*
5.3	Delete sub-clauses (1)(d), (e) and (f), (2) and (3).
7.5(1)	Delete sub-clause.
7.8	Insert the following sentence at the end of the clause: *"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)."*
8.3	Delete the words "*alter them or*" in the second sentence of sub-clause (1). Delete sub-clauses (2) and (3).
8.4	Delete clause.
10.9	Insert new sub-clauses (6) and (7)) as follows: *"(6) Use of the word "including"* *"Including" and any similar expressions are not words of limitation.* *(7) Use of the word "or"* *In any combination or list of options, the use of the word "or" is not used as a word of limitation.*

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 In addition to the definitions contained in clause 1 of the Terms of Contract, the following definitions apply to this contract:

(a) **Authority** means any body, government, person or otherwise having or exercising control over the use or operation of the Land or the Estate or any services to be provided to the Land or the Estate.

(b) **Base Parcel** means the englobo parcel or parcels of land from which the Land was created from (and if applicable, the land from which the Parcel was created from) which was registered as a separate indefeasible parcel or parcels on the 30 June prior to the Settlement Date and on which land tax was levied on the 30 June prior to the Settlement Date. The englobo parcel or parcels from which the Land was created from that was registered at the 30 June prior to the Settlement Date was Lot 2 on RP58173 with title reference 12159059.

(c) **Building Covenants** means the Building Covenants which are attached to this contract in Annexure "C" 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.

(d) **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.

(e) **Deed Poll** means a deed poll in the form of the “Deed Poll” accompanying the Building Covenants.

(f) **Development Approval** means the development approval for that stage or part of the Estate that includes the Land issued by the Local Government which at the Contract Date is a Development

Application Decision Notice dated 29 May 2017 with Application No 25/2013/PDA for reconfiguration of a lot with a Plan of Development (as may be amended) a copy of which may be obtained from the Agent.

(g) **Easement Schedule** means the Easement Schedule attached to this contract in Annexure "D" which sets out the easements affecting the Land (and other land or lots within the stage of the Estate).

(h) **Estate** means the estate or proposed estate called 'Monterea Ripley' at Ripley, Queensland of which the Land forms or is intended to form part.

(i) **Finance Condition** means the condition in relation to approval of a loan contained in clause 3.1 of the Terms of Contract.

(j) **GST Notifications** means each of the notifications in the approved form required to be given by the Buyer under section 16-150(2) of the Withholding Law.

(k) **Guarantee** means the Deed of Guarantee and Indemnity accompanying this contract document.

(l) **Guarantor** means the guarantor or guarantors required by the terms of this contract to guarantee the performance of the Buyer.

(m) **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".

(n) **NBN Co** means NBN Co Limited ABN 86 136 533 741.

(o) **NBN Co In-Home Wiring Guide** means the document titled 'NBN Co Residential Preparation and Installation Guide, SDUs and MDUs' as published on NBN Co's website, as updated from time to time.

(p) **NBN Co Specifications** means the specifications governing the building requirements for connection of the Land to the Network Infrastructure as provided by NBN Co or as otherwise published on NBN Co's website, as updated from time to time including but not limited to:

(i) NBN Co In-Home Wiring Guide; and

(ii) New Developments: Deployment of the NBN Co Conduit and Pit Network – Guidelines for Developers.

(q) **NBN Co Carrier Licence** means the carrier licence granted to NBN Co by the Australian Communications and Mediation Authority on 18 March 2010 under section 56 of the *Telecommunications Act 1997 (Cth)*.

(r) **Network Infrastructure** means the physical infrastructure necessary to connect the Land and any other land in the Estate to the national broadband network including all cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing, active and passive equipment and distribution infrastructure, but not including the Pit and Pipe Works, any existing pit and pipe infrastructure, lead-in conduits, the network termination units, power supply units and related cables at the Land.

(s) **Object** or **Objections** means to object generally and includes:

(i) object generally;

(ii) object to a Variation;

(iii) object to Title;

(iv) avoid or attempt to avoid this contract;

(v) refuse to effect Settlement;

(vi) delay Settlement;

(vii) claim compensation or any reduction in the Purchase Price;

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(viii) retain any part of the Purchase Price;

(ix) require the Seller to carry out any works to the Land;

(x) make any Claim, demand, appeal or suit of any nature;

(xi) withhold a consent; or

(xii) seek an injunction.

(t) **Parcel** means the land from which the Land was created from being Lot 2 on RP58173 with title reference 12159059.

(u) **Parties** means the Seller and the Buyer. In the Terms of Contract, Parties may be referred to as "parties".

(v) **Party** means the Seller and/or the Buyer as the context requires. In the Terms of Contract, Party may be referred to as "party".

(w) **Personal Use** means the use of the Property by the Buyer to live in for their own personal, domestic or household use or consumption;

(x) **Pit and Pipe Works** means the physical infrastructure, including all pits, pipes, conduits and any other materials to be designed and constructed by or on behalf of the Seller under the Seller's agreement with NBN Co (if any) necessary to properly service the Network Infrastructure for the Land, the stage of the Estate in which the Land is located and other land within the Estate.

(y) **PPSA** means the *Personal Property Securities Act 2009 (Cth).*

(z) **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 Land.

(aa) **Promotional Materials** means all marketing materials (including website), models, artists' impressions, display boards and similar in relation to the Land and the Estate.

(bb) **Schedule 3** means Schedule 3 of the *Telecommunications Act 1997 (Cth)*, and any associated instruments, including the Telecommunications Code of Practice 1997 and the Telecommunications (Low Impact Facilities) Determination 1997, as amended from time to time.

(cc) **Secured Party** means the holder of a Security Interest.

(dd) **Settlement** means the event of settlement of this contract. In the Terms of Contract, Settlement may be referred to as "settlement".

(ee) **Settlement Materials** means all releases, withdrawals, documents, certificates, declarations, notices, instruments, materials or letters or similar which the Seller is required to provide or deliver to the Buyer at Settlement.

(ff) **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 (including details of adjustments to the Purchase Price for the Deposit paid, Outgoings and other amounts payable by the Parties under this contract);

(ii) directions as to payment of the Balance Purchase Price by Bank cheques (or trust cheques if authorised by the Seller);

(iii) Settlement Materials; and

(iv) any other particulars the Seller considers appropriate.

(gg) **Special Conditions** means these Special Conditions.

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(hh) **Special Infrastructure Levy** means the special infrastructure levy for Ripley Valley referred to in the Infrastructure Funding Framework published by Economic Development Queensland or the equivalent legislative infrastructure charging framework from time to time;

(ii) **Survey Plan** means the survey plan which is registered with the Queensland Land Registry creating Title, a copy of which is attached to this contract in Annexure "E".

(jj) **Terms of Contract** means the accompanying Terms of Contract for Houses and Residential Land (Fifteenth Edition) adopted by the Real Estate Institute of Queensland Limited and approved by the Queensland Law Society Incorporated.

(kk) **Title** means title to the Land.

(ll) **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 Land Registry changes their requirements of 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).

(mm) **Variations** means changes, variations, reductions, omissions, substitutions or additions to (as the context requires) the Estate including changes, variations, reductions, omissions, substitutions or additions to the Estate which are in respect of the:

(i) titling arrangements;

(ii) utility infrastructure and supply arrangements and services;

(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 including an increase in the number of stages currently approved at the Contract Date;

(vii) omission or reduction of stages or lots within the Estate including not proceeding within the balance stages of the Estate;

(viii) facilities;

(ix) access arrangements;

(x) landscaping;

(xi) composition;

(xii) density;

(xiii) mix of uses;

(xiv) design;

(xv) improvements;

(xvi) levels;

(xvii) topography;

(xviii) permitted uses;

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(xix) roads or open spaces;

(xx) location;

(xxi) layout;

(xxii) size;

(xxiii) dimensions;

(xxiv) area;

(xxv) community facilities within the Estate;

(xxvi) descriptions or identification numbers of lots and plans;

(xxvii) number, location, extent and existence of retaining and revetment walls and the manner the retaining and revetment walls are constructed (eg. battering, etc) and the materials the retaining walls are constructed of; and

(xxviii) addresses – street names and numbers.

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

PART B. ESTATE AND LAND

4. Staged Estate

4.1 The Buyer acknowledges that:

(a) the Estate is being 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").

4.2 The Buyer must not:

(a) make or maintain any Objection either alone or jointly with others against or do anything which may adversely affect any of the Applications;

(b) Object in relation to any dust, noise or traffic interference which results from the carrying out of and works within the Estate; and

(c) do or omit anything which would prevent the Seller from completing the Estate or selling allotments in the Estate.

4.3 The Buyer shall not sell, transfer, assign or otherwise dispose of the Land without first delivering to the Seller a Deed Poll executed by the future buyer, transferee, assignee or dispone in favour of the Seller containing covenants in the same terms (mutatis mutandis) as this Special Condition 4 including an obligation for each further buyer, transferee, assignee or disponee to obtain a further Deed Poll from any subsequent buyer, transferee assignee or disponee.

5. Variations to Estate

5.1 The Seller is entitled to make Variations to the carrying out of the Estate as determined by the Seller in its total discretion. The Buyer will not Object because of any Variations.

5.2 The Buyer acknowledges that although the Land is in the Estate known as "Monterea Ripley", the name of the place, suburb, stage or village in which the land is situated may or may not now or in the future be called "Monterea Ripley" and the Buyer will not Object.

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6. Services and Amenities

6.1 Clause 7.6(1) of the Terms of Contract is amended by inserting the words "Subject to the Special Condition titled "Services and Amenities" and" at the beginning of that clause.

6.2 The Buyer acknowledges that:

(a) under the approvals granted to the Seller for the development of the Estate, various Authorities or the Seller under arrangements with those Authorities are to provide services and amenities; and

(b) the Buyer must not Object if any of the services or amenities are not provided on or before the Settlement Date.

6.3 The Seller must use reasonable endeavours to ensure that the services and amenities are provided on or before the Settlement Date, but if the services and amenities are not provided on or before the Settlement Date, the Buyer has no right to Object and the Seller will cause the services and amenities to be provided as soon as practicable after the Settlement Date.

6.4 The Seller may make changes to the location of any services and amenities in the Land and the Buyer must not Object. The Buyer acknowledges and agrees that any site plan prepared by the Seller identifying the proposed location of services and amenities in the Land is subject to change.

6.5 The Seller discloses to the Buyer that Energex Limited ACN 078 849 055 will not be responsible for the cost of supply of electricity infrastructure:

(a) for underground estates - beyond the service pillar; or

(b) in overhead estates - beyond the cost of a 20m standard overhead service.

6.6 The land will be able to be connected to all town services including (subject to Special Condition 45) reticulated natural gas.

7. NBN

7.1 The Seller has entered into an agreement with NBN Co for the installation of Pit and Pipe Works and Network Infrastructure. The Seller is not obliged to and makes no warranty that it will maintain such agreement. The Buyer must not Object if the Seller does maintain such an agreement with NBN Co.

7.2 If the Seller maintains an agreement with NBN Co as referred to in Special Condition 7.1, the Seller discloses to the Buyer and the Buyer acknowledges and accepts that:

(a) the NBN Co Specifications must be complied with by the Buyer to enable connection of the Land to the Network Infrastructure and the Buyer agrees to adopt the NBN Co Specifications; and

(b) if the Buyer fails to comply with the NBN Co Specifications, this will prevent connection of the Land to the Network Infrastructure or will require the Buyer to incur additional costs in order to connect the Land to the Network Infrastructure following Settlement.

7.3 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 NBN Co do not:

(a) construct a driveway or other structure over the Pit and Pipe Works;

(b) cause the level of the Pit and Pipe Works to be higher than or lower than ground level; and

(c) obstruct access to the Pit and Pipe Works.

7.4 The Buyer acknowledges and agrees that any breach of Special Condition 7.3 may prevent connection of the Land to the Network Infrastructure or may require the Buyer to incur additional costs in order to connect the Land to the Network Infrastructure following settlement.

7.5 The Buyer agrees and acknowledges that any additional costs payable as a consequence of a breach of Special Conditions 7.2 and 7.3 will be at the cost of the Buyer and the Buyer releases and indemnifies the

Seller in this respect.

7.6 The Buyer acknowledges that:

(a) the Seller is not responsible for the connection of telecommunications services to the Land beyond the installation of the Pit and Pipe Works to the boundary of the Land;

(b) the Seller has no control over the timing of the connection of telecommunications services to the Land which is solely the responsibility of NBN Co or such other provider as may be prescribed by a relevant authority; and

(c) the Seller has no control over the type of telecommunications service provided in accordance with the universal service obligation.

7.7 The Buyer acknowledges that:

(a) the Pit and Pipe Works will vest in NBN Co on installation and thereafter, the Pit and Pipe Works will be the sole property of NBN Co and that NBN Co, as owner, will have the right to maintain, repair, alter, remove or replace the Pit and Pipe Works;

(b) it must not interfere with or allow or cause others to interfere with the Network Infrastructure; and

(c) NBN Co has rights and powers under the NBN Co Carrier Licence, Schedule 3 and at law.

7.8 The Buyer agrees in accordance with clauses 17(5), 18(3) and 19(2) of Schedule 3, to waive its right to be given notice in relation to any activity to be undertaken by NBN Co 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.

7.9 The Buyer agrees to the Seller providing NBN Co with the Buyer's contact details and for NBN Co to contact the Buyer directly and provide the Buyer with a new purchaser NBN Co information pack and materials.

7.10 The Buyer must not Object in relation to any matter referred to in this Special Condition, including in relation to the timing or type of telecommunication service provided to the Land.

8. No Representations to Foundation Requirements

The Buyer acknowledges and agrees that the Seller has made no representation or warranty as to the type, nature or method of structural foundation or footing which may be required for future development on the Land by the Buyer or any other person and will not Object or make a Claim against the Seller due to geotechnical conditions of the Land.

9. Retaining Walls

9.1 From Settlement, the Buyer agrees that it is the Buyer's responsibility to (and the Buyer agrees that it will) have a relevantly qualified professional inspect and maintain all retaining walls affecting the Property at regular intervals.

9.2 The Buyer agrees that it must not change or alter any retaining walls that have been installed by or on behalf of the Seller unless a relevantly qualified professional determines that they have come to the end of their useful life and need replacement.

9.3 The Buyer acknowledges that structural advice regarding the retaining walls should be obtained by the Buyer from a relevantly qualified professional in the event that any dwellings or other structures are proposed to be constructed on the Land in a location adjacent to or near retaining walls installed by or on behalf of the Seller.

PART C. TITLE

10. Title

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

10.2 The Buyer accepts Title subject to and will not Object in relation to the following matters (all or which are

authorised or permitted dealings for the purposes of this contract):

(a) any matter endorsed upon the survey plan creating Title;

(b) any rights or interests reserved in favour of the Crown;

(c) any administrative advices or similar dealings;

(d) any encumbrances in favour of any Authority or any service authority (whether registered, unregistered or statutory);

(e) the conditions of any approval of any Authority;

(f) any notifications, easements, restrictions, encumbrances, covenants, property notes, depth restrictions or other matters or dealings disclosed to the Buyer in this contract;

(g) all notifications, easements, restrictions, encumbrances, covenants and dealings (other than a mortgage, caveat, writ or charge) on the Title or otherwise affecting the Title; and

(h) any easements benefiting or burdening the Land, whether statutory or otherwise for:

(i) the passage or provision of services; or

(ii) access.

10.3 Without limitation to the Seller's rights elsewhere in this contract, the Buyer will not Object as a result of:

(a) the Estate being developed progressively (including civil and construction works) in any sequence determined by the Seller and any nuisance or interference to occupiers which results from the ongoing development of the Estate;

(b) any transfer, lease, easement, licence, covenant or other right over part of the Estate, given to any Authority, the owner or occupier of land in the Estate, the owner or occupier of nearby land or any other person;

(c) any name shown on this contract 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, or any boundary, fence or wall not being upon or within the boundary of the Land or the Estate;

(e) the existence of any minor encroachment onto or from the Land;

(f) the existence or passage through the Land of utilities or utility infrastructure or other systems or services whether for the Land or other adjoining or neighbouring property or lots and whether or not protected by registered easement;

(g) the Seller subdividing or amalgamating any lots in the Estate (other than the Land);

(h) the transfer of any additional land into the Estate;

(i) the transfer, dedication or excise of any land out of the Estate;

(j) the facilities (if any) within the Estate being made available for use at different times including after Settlement;

(k) the Seller carrying out any form of alternative development within the Estate from that intended by the Seller as at the Contract Date;

(l) the Seller operating a display village in the Estate;

(m) there being commercial and other non-residential uses in the Estate including but not limited to uses such as retail, cafes and the sale of food;

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(n) the Seller using part of the Estate for affordable housing and allotments being sold for less than the average market value;

(o) the prior use of the Land;

(p) the Land being in a bushfire risk area or fire ant risk area; and

(q) the Seller making changes to the location of any services in the Land.

PART D. DEPOSIT

11. Investment of Deposit

11.1 If one of the Parties instructs the Deposit Holder to invest the Deposit, the Deposit Holder may invest the Deposit with a Bank or other Financial Institution selected by the Deposit Holder on terms and at an interest rate reasonably comparable to those generally available at the time of investment of the Deposit.

11.2 The Deposit Holder may at any time, for bona fide purposes, including after a request by the Seller, terminate the investment of the Deposit and re-invest the Deposit and Interest accrued to that time with an alternate Bank or other Financial Institution selected by the Deposit Holder.

11.3 The Parties must provide the Deposit Holder with their tax file number (if any) within 21 days after the Contract Date and must promptly provide any other information or assistance necessary for the purpose of the investment. The Buyer acknowledges that if it does not provide its tax file number to the Deposit Holder, any Interest will be subject to withholding tax.

11.4 The Parties indemnify the Deposit Holder for the costs of preparing and lodging any income tax return required in respect of the investment of the Deposit and authorises the Deposit Holder to deduct those costs from the Interest.

11.5 The Deposit Holder is authorised to terminate the investment of the Deposit at a reasonable time before Settlement so that the Deposit and Interest will be available at Settlement.

11.6 The Deposit Holder is not required to invest the Deposit:

(a) until the Buyer gives the Deposit Holder its tax file number;

(b) until the whole of the Deposit is paid;

(c) if the Settlement Date is anticipated to be less than 90 days after the date the whole of the Deposit is paid (as reasonably determined by the Seller); or

(d) if the Buyer has notified the Seller that it intends to substitute a cash payment of the Deposit with a bank guarantee in accordance with this contract.

11.7 Any Interest held by the Deposit Holder is held in trust until a Party is entitled to it under this contract or at law. The Interest is not held by the Deposit Holder by way of Deposit but under an unrelated trust and under no circumstances is the Seller or the Buyer entitled to receive any of the Interest before this contract is settled or terminated.

11.8 The Parties agree that the Deposit Holder will have no liability to either Party arising out of any withholding tax being withheld in respect of Interest, irrespective of whether or not the Buyer notified the Deposit Holder of its tax file number.

11.9 The Party who is entitled to the Interest authorises the Deposit Holder to retain from the amount of the Interest, the sum of up to $165.00 (including GST) in payment to the Deposit Holder for attendances associated with the investment of the Deposit. The retention amount is to be released to the Deposit Holder for its absolute benefit after (and not before) Settlement, and the payment is conditional upon Settlement taking place.

11.10 The Parties acknowledges that this contract contains promises for valuable consideration made for the benefit of the Deposit Holder and the Deposit Holder is taken to have accepted the benefit of these promises and may

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enforce them against the Parties.

12. Bank Guarantee

12.1 Instead of paying the Deposit as a cash payment, the Buyer may lodge with the Seller's Solicitor a bank guarantee which satisfies the requirements of this Special Condition.

12.2 If the Buyer has already paid cash Deposit, the Buyer may at any time elect to replace that cash Deposit with a bank guarantee which satisfies the requirements of this Special Condition.

12.3 In order to satisfy the requirements of this Special Condition, a bank guarantee must:

(a) be issued by an Australian Bank;

(b) be for the amount of the Deposit;

(c) be issued in favour of HWL Ebsworth Lawyers ABN 37 246 549 189 (as "Favouree" as opposed to specifying the Seller as Favouree);

(d) require the bank to pay HWL Ebsworth Lawyers the Deposit amount without first checking with the Buyer;

(e) have no expiry date and be unconditional and irrevocable; and

(f) contain the names of the Seller and the Buyer (and no other third party) and make reference to this contract and the sale made under it, e.g:

Gerard Joseph McHale and Patrick John McHale sale of Lot No. [lot no.] on SP291456 in "Monterea Ripley" to [Buyer's Name].

NOTE: The terms of the bank guarantee must be strictly complied with.

12.4 A call may be made upon a bank guarantee lodged pursuant to this Special Condition if:

(a) this contract has been terminated for default by the Buyer and the Seller has declared the Deposit forfeited to the Seller; or

(b) the Buyer has delivered a bank guarantee which is limited by time and the Buyer has failed (whether or not requested to do so by the Seller) to replace the bank guarantee with either a cash deposit or a further bank guarantee at least 20 Business Days before the expiry date of the bank guarantee.

12.5 The Seller may, in its total discretion, accept a bank guarantee which does not comply with the provisions of this Special Condition. If that happens, if directed by the Seller at any time before Settlement to do so, the Buyer must, at the Buyer's expense, within 10 Business Days after direction, replace the bank guarantee with an instrument which complies with the requirements of this Special Condition or a cash payment of the Deposit. This is an Essential Term.

12.6 The Buyer must not do anything which may cause the bank guarantee to be withdrawn, revoked, terminated, compromised or limited in any way.

12.7 Calling on Bank Guarantee

(a) The Seller or the Seller's Solicitor is not required to notify the Buyer that:

(i) the bank guarantee is due to expire and must be replaced; or

(ii) a call is to be made on the bank guarantee,

as a precondition to a call being made.

(b) If the Seller's Solicitor calls upon the bank guarantee, the proceeds received must be dealt with in accordance with the terms of this contract.

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(c) The Deposit Holder and the Seller's Solicitor are not liable for the loss of the bank guarantee or for making any call on or demand under the bank guarantee unless that action occurs as a result of or in consequence of an act committed or omitted in personal, conscious or fraudulent bad faith by the Deposit Holder and the Seller's Solicitor. All persons claiming any beneficial interest in or over the bank guarantee are deemed to take notice of and are subject to the protection conferred by this Special Condition upon the Deposit Holder/Seller's Solicitor.

13. Deposit Holder Authority

13.1 The Parties agree that:

(a) this contract is the written instruction from the Parties to the Deposit Holder to hold the Deposit on the terms described in this contract; 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.

13.2 Each Party releases the Deposit Holder from any liability for any loss or damage suffered or incurred by the Party where the Deposit Holder reasonably pays the Deposit (and any Interest) to a Party and it is subsequently determined that the payee was not entitled to the Deposit.

PART E. SETTLEMENT

14. Settlement Date

14.1 The Settlement Date is the date which is the later of:

(a) if this contract is subject to the Finance Condition, 14 days after the date the Buyer notifies the Seller that the Finance Condition is satisfied or waived by the Buyer; and

(b) 14 days after the Contract Date.

15. Time and Place for Settlement

15.1 This is an Essential Term. Settlement must take place on the Settlement Date:

(a) in the Brisbane CBD;

(b) at a time nominated by the Seller, and if no time is nominated, at 3.00pm;

(c) at a place nominated by the Seller, and if no place is nominated, at the offices of the Seller's Solicitor in Brisbane; and

(d) between the hours of 9.00 am and 5.00 pm.

15.2 The Seller may, at any time before Settlement, by notice to the Buyer, extend the Settlement Date on any number of occasions by up to a total period of 90 days. If this happens, time remains of the essence of this contract notwithstanding the extensions. The Seller may only extend under this clause for bona fide purposes, including for example, to give the Seller more time to:

(a) provide or deliver vacant possession;

(b) remove Encumbrances from the Land which are not permitted by this contract; or

(c) deal with any Objections.

16. Extensions of the Finance Date and Settlement Date by the Buyer

16.1 If the Buyer requests an extension of the Finance Date, the Buyer acknowledges and agrees that the Seller may charge the Buyer an amount of $55.00 for each granted extension after the first granted extension to cover the Seller's expenses associated with each extension.

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16.2 If the Buyer requests an extension of the Settlement Date, the Buyer acknowledges and agrees that the Seller may charge the Buyer an amount of $220.00 for each extension of the Settlement Date granted to cover the Seller's expenses associated with each extension.

16.3 The Buyer must pay any amounts payable pursuant to Special Conditions 16.1 and/or 16.2 by way of Bank cheque or trust cheque or an adjustment at Settlement as directed by the Seller.

16.4 This Special Condition does not constitute a promise by the Seller to agree to any extension of the Settlement Date or the Finance Date and time remains of the essence for those conditions.

17. Releases and Title

17.1 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 the Land is specifically described (in whole or part) under that Security Interest. The onus of demonstrating that the Land is specifically described (in whole or part) under a Security Interest is on the Buyer and is to be demonstrated to the Seller on or before 7 days before the Settlement Date.

17.2 If the Land is subject to mortgage(s) or other adverse Encumbrance(s) (except those authorised or permitted by this contract) then the Buyer must accept on Settlement an unstamped but signed release of mortgage(s) or withdrawal, surrender, removal or revocation of such adverse encumbrance(s) by whatever means permitted by the relevant authority and any other documents or declarations necessary to procure the stamping and registration of that release or withdrawal.

17.3 No paper certificate of title for the Title will be provided at Settlement. The Buyer acknowledges that the titling arrangements practised by the Queensland Land Registry are computerised so that a paper certificate of title is not issued unless requested by the registered owner. The Seller will not request a paper certificate of title and the Buyer must not Object to not receiving a paper certificate of title at Settlement.

PART F. ADJUSTMENTS

18. Adjustments

18.1 If there is no separate assessment of Outgoings (other than land tax) for the Land at the Settlement Date, then at the Seller's election:

(a) Outgoings (other than land tax) are to be adjusted on the amount that the Seller's Solicitor, acting reasonably, determines as the basis on which the adjustment will be made; or

(b) the Buyer must accept the Seller's undertaking (which is given) that it will pay its proportion of any Outgoings up to and including the Settlement Date on issue of a separate assessment, and no adjustment will be made at the Settlement Date.

18.2 If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the following will apply:

(a) at the election of the Seller, land tax will be apportioned on the greater of the specified amount or the amount calculated under clause 2.6(4) of the Terms of Contract;

(b) the Buyer must accept the Seller's undertaking (which is hereby given) that it will pay the land tax on the Land for the current land tax year by the due date;

(c) the Buyer will not be entitled to any retention from the Balance Purchase Price, nor will the Buyer require payment of, any outstanding land tax on or before the Settlement Date;

(d) land tax will be treated as paid at Settlement; and

(e) no cheque will be provided at Settlement in respect of the specified amount.

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18.3 At Settlement:

(a) there is to be a deduction adjustment to 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;

(b) no adjustment is to be made for registration fees for any releases, withdrawals or similar of Security Interests in respect to the Property given to the Buyer at Settlement; and

(c) no adjustment is to be made in respect of water usage.

18.4 The Buyer agrees that the provisions contained in this Special Condition are balanced, fair and reasonable and are aimed to facilitate an uncomplicated process to effect Settlement.

18.5 If 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, then Outgoings, at the Seller's election, may be adjusted as if Settlement took place on the original Settlement Date determined under this contract.

19. Settlement Statement

19.1 Prior to Settlement, the Seller may give to the Buyer a Settlement Statement.

19.2 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 before the Settlement Date, give to the Seller a notice which clearly specifies the error or omission.

19.3 If the Buyer does not comply with the requirements of Special Condition 19.2:

(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.

19.4 The purpose of this Special Condition is to require the Buyer to notify the Seller well before the time for Settlement if the Buyer considers that there has been an error in the calculation of Settlement adjustments and figures or an omission in the list of Settlement Materials.

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

19.6 Nothing in this Special Condition prevents the Seller from recovering any shortfall in payment of the Purchase Price after Settlement.

PART G. THE BUYER

20. Buyer a Trustee

20.1 Unless otherwise disclosed in the Reference Schedule, the Buyer promises the Seller that the Buyer is not buying the Property as trustee of any trust.

20.2 If the Buyer is described in the Reference Schedule as being a trustee of a trust, the Buyer is bound personally and as trustee for the relevant trust.

20.3 If the Buyer is described in the Reference Schedule as being trustee of a trust, then the Buyer promises the Seller that:

(a) the Buyer is the sole trustee of the trust;

(b) the Buyer enters into this contract as part of the due administration of the relevant trust and that this contract is for the benefit of the relevant trust and its beneficiaries;

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(c) the Buyer is empowered by the trust instrument for the relevant trust 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);

(d) 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 relevant trust for it to enter into and perform this contract;

(e) no property of the relevant trust has been re-settled or set aside to any other trust;

(f) the relevant trust has not been terminated and no event for the vesting of the assets of the trust has occurred;

(g) the trust instrument for the relevant trust complies with all applicable laws;

(h) the Buyer has complied with its obligations and duties under the trust instrument for the relevant trust and at law;

(i) the Buyer has taken all steps necessary to entitle it to be indemnified from the assets of the trust against any liability undertaken under to this contract; and

(j) the Buyer will, upon request, deliver to the Seller copies of all documents establishing or amending the trust or making appointments under the trust.

21. Age of Majority and Foreign Person

21.1 The Buyer, if a natural person, whether buying as a trustee of a trust or for its own benefit, promises the Seller that the Buyer is at least 18 years of age at the Contract Date.

21.2 The Buyer promises the Seller that its status as a Foreign Person as shown in the Reference Schedule is correct.

22. Personal Guarantee

22.1 This Special Condition is an Essential Term and applies if the Buyer:

(a) is a company;

(b) is a company trustee of a trust; or

(c) is an individual trustee of a trust.

22.2 If this Special Condition applies, the Buyer must arrange that its performance under this contract is guaranteed by:

(a) in the case of the Buyer being a company, the directors of the company, and if required by the Seller, the shareholders of the company;

(b) in the case of the Buyer being a company and a trustee of a trust, the directors of the company, and if required by the Seller, the shareholders of the company and the principal beneficiaries of the trust; and

(c) in the case of the Buyer being an individual trustee of a trust, the Buyer in its personal capacity and, if required by the Seller, the principal beneficiaries of the trust.

22.3 The Buyer must arrange for the Guarantee to be signed by the Guarantor and witnessed before the Seller signs this contract.

22.4 The Buyer, and the Guarantor by signing the Guarantee, acknowledge that if the Seller transfers or assigns its interest in this contract, the Seller also assigns or transfers the benefit of the Guarantor's obligations and indemnities under the Guarantee to the transferee or assignee.

22.5 If, despite the failure by the Buyer to comply with Special Conditions 22.2, 22.3 and 22.4 the Seller signs this contract, the Seller's action in signing this contract is not taken as a waiver of the Buyer's obligation under this Special Condition and the Seller may, in its total discretion, exercise any of its rights for the Buyer's default

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including under Clause 9 of the Terms of Contract.

23. Insolvency or Death of Buyer

23.1 The Buyer is in default of this contract, if, before Settlement, the Buyer:

(a) being a company:

(i) resolves to go into liquidation;

(ii) 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 enters into a scheme of arrangement, composition or assignment with or in favour of its creditors or becomes bankrupt.

23.2 If before Settlement the Buyer dies then the Seller may terminate this Contract. If this happens:

(a) the Deposit and Interest must be released to the Buyer's estate or trustee as the case may be; and

(b) neither Party has any further Claim against the other Party.

23.3 For the purposes of this Special Condition "Buyer" includes any of the parties that comprise the Buyer.

PART H. BUILDING COVENANTS

24. Building Covenants

24.1 The Buyer acknowledges that:

(a) the Land forms part of the Estate which is a quality residential community; and

(b) it is necessary and in the interest of all buyers of land within the Estate that the Seller exercises supervision and control to help ensure quality in respect of the design and construction standard of dwellings, other improvements and landscaping within the Estate and other matters generally.

24.2 In consideration of the Seller entering into this contract, the Buyer promises the Seller that the Buyer will abide by the terms of the Building Covenants.

24.3 The Buyer must not sell, transfer, dispose of, lease or in any other way part with possession of the Land without first obtaining a covenant from any buyer, transferee, disponee or lessee in favour of the Seller agreeing to be bound by the Building Covenants. The covenant to be obtained from the new buyer or transferee is to be in the form of the Deed Poll.

24.4 The Buyer acknowledges that, in its absolute discretion, the Seller:

(a) may vary, exclude or elect not to enforce the Building Covenants; and

(b) interpret the Building Covenants and the intent of the Building Covenants,

in respect of any land within the Estate and against other owners in the Estate in any way it determines and the Buyer acknowledges and agrees that:

(c) there is no implied term in this contract that the Seller will enforce the Building Covenants against any particular owner in any particular circumstances;

(d) the enforcement of the Building Covenants is not a benefit intended for the Buyer and the Buyer will not be entitled to sue the Seller under section 55 of the *Property Law Act 1974 (Qld)* or similar legislation or otherwise in respect of the Seller's failure to enforce the Building Covenants in any particular case;

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(e) it will not sue the Seller or otherwise Object in respect of the Seller's agreement in any particular case to relax or change the Building Covenants or the Seller's failure or partial failure to enforce the Building Covenants; and

(f) the Building Covenants referred to in this Special Condition 24.4 may or may not be the same as the Building Covenants in this contract and all references to Building Covenants in this Special Condition 24.4 are the Building Covenants required by the Seller from time to time for any part of the Estate and as may be varied by the Seller from time to time.

24.5 The Buyer must not Object to the Seller exercising any of its rights under Special Condition 24.4 and releases the Seller from any Claim resulting from the Seller exercising those rights.

24.6 Notwithstanding Special Condition 24.4, the Seller may not vary the Building Covenants which apply to the Buyer and the Land pursuant to this contract.

PART I. CONDITIONS OF SUBDIVISION

25. Conditions of Subdivision

25.1 The Buyer acknowledges:

(a) the Development Approval (and any existing or future development and operational works approvals which apply to the Land) (**Conditions of Subdivision**) may contain conditions affecting the construction of a dwelling and other improvements and landscaping on the Land and affect the use or occupation of the Land;

(b) having read the Conditions of Subdivision and further acknowledges that the Buyer is bound by the Conditions of Subdivision; and

(c) any Conditions of Subdivision where the timing for the conditions is prior to the "commencement of use" (or similar) will fall upon the Buyer to satisfy those conditions if they are not already satisfied prior to Settlement.

25.2 The Buyer has no right to Object as a result of the Conditions of Subdivision which may or may not affect the Land.

25.3 The Development Approval sets out extensive conditions, requirements, rules and regulations in respect of the development of the Estate generally and specifically in relation to the building of improvements on the Land. Without any limitation whatsoever, the Development Approval sets out various requirements. The Seller directs the Buyer's attention to the following conditions of the Development Approval:

(a) Condition 4(c)

The applicant must grant, free of cost to or compensation payable by Council, minimum 4.0 metre wide easements located centrally over proposed stormwater drains (375 mm diameter or greater) and overland flow paths, where located within private property.

Easements over the alignment of stormwater paths must be of sufficient width to encompass the overland flow from a storm event with an AEP of 1%.

(b) Condition 4(d)

The applicant must grant, free of cost or compensation payable by Council, an easement over all land (excluding that contained within approved open space or drainage land) that is below the storm event with an AEP of 1%.

(c) Condition 11 - Fencing

Any fencing proposed on the road/street/land boundaries of proposed Lots 1-12 and 85-106 must be in accordance with the following:

(i) Not more than 1.5 metres in height and must have a solid fence element at ground level to a maximum height of 1.2 metres (from ground level) and a minimum 50% 300mm permeable element atop the solid fence to enable both privacy to the respective residential lots and passive surveillance of road/street/lane/drainage reserve/park;

(ii) Be designed to improve the visual amenity of the development and must be maintained by the owners or occupiers of the respective lots.

(d) Condition 17 - Plan of Development

The applicant must submit to the Assessment Manager for Compliance Assessment, an amended 'Plan of Development' (POD) in accordance with EDQ's Practice Note No. 10. Specifically, the POD must address the following aspects amongst others:

(i) Building setbacks;

(ii) Building height;

(iii) Building design (with emphasis on presentation and articulation to street/s);

(iv) Garage location and design;

(v) Plot ratio, gross floor area and site cover;

(vi) On-site parking, access and servicing arrangements;

(vii) Private recreation space design; and

(viii) Fencing design.

Note: The current approved Plan of Development is attached to the Building Covenants.

(e) Advice 3 - Special Infrastructure Levy

Special Infrastructure Levy as set out in the Infrastructure Funding Framework (IFF) or the equivalent legislative infrastructure charging framework shall be applicable for the proposed lots upon the assessment manager signing the relevant subdivision plan.

(f) Advice 14 - Fire Ants

(d) The land over which you have made a development application is within a suburb known to have fire ants and as such is within a "Restricted Area". The presents of fire ants on the site may affect the nature, form and extent of works permitted on the site. In view of this, it will be necessary for you to contact the Department of Agriculture and Fisheries to investigate the site and for you to implement any necessary matters required by that Department prior to the commencement of any works.

25.4 Subject to the Special Condition titled “Retraction of Acknowledgments or Promises”, the Buyer promises the Seller that it has received a copy of the Development Approval and that it has read or has had the opportunity to read the Development Approval before signing this contract and has satisfied itself or has had the opportunity to satisfy itself in regard to all matters contained within the Development Approval.

25.5 The Buyer acknowledges that the Conditions of Subdivision attach to the Land and accordingly the Buyer is bound by the conditions of the Conditions of Subdivision.

25.6 The Buyer acknowledges that the Building Covenants are not a limitation of the conditions of the Conditions of Subdivision.

PART J. EASEMENTS

26. Easements

26.1 The Land is sold subject to the benefit and/or burden of easements as set out in the Easement Schedule.

26.2 The Buyer acknowledges having received and read a copy of the Easement Schedule prior to signing this contract and accepts the easements disclosed in the Easement Schedule as applying to the Land (if applicable).

26.3 The Buyer acknowledges that there may be mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone, radio and television or other system or service within the Land which belong to an Authority that may not be protected by registered easement and that such Authority may have statutory rights over such infrastructure in the Land and the Buyer must not Object or interfere with such installations.

PART K. PROMISES

27. Status of Promises

27.1 Where in these Special Conditions a promise has been made by a Party:

(a) the promise amounts to a representation, warranty and assurance made by the Party to the other Party;

(b) the Party to whom the promise is made is entitled to rely on that promise; and

(c) the Buyer acknowledges that it has made the promise as an inducement outside of this contract to the Seller to enter into this contract to sell the Property.

28. Retraction of Acknowledgements or Promises

28.1 This Special Condition applies subject to Special Condition 28.3 below in relation to acknowledgments or promises made by the Buyer in these Special Conditions, which promises are expressed to have been made subject to this Special Condition.

28.2 If the Buyer wishes to retract or vary any or all of the acknowledgments or promises in respect of which this Special Condition applies, the Buyer must give notice to the Seller of such within 5 Business Days after the Contract Date in which case:

(a) the Buyer is taken to have given the Seller notification that the Buyer terminates this contract;

(b) the Seller is taken to have accepted the Buyer's notification of termination;

(c) this contract is at an end and neither Party has any further Claim against the other;

(d) the Deposit paid and Interest must be released to the Buyer.

28.3 This Special Condition does not apply if:

(a) the Buyer has given to the Seller an instrument which has the effect of waiving any cooling off period in relation to this contract; and/or

(b) the Buyer has obtained pre-contract legal advice in relation to this contract.

PART L. ADMINISTRATIVE AND OTHER PROVISIONS

29. Transfer Documents

29.1 The Seller must prepare the Transfer Documents.

29.2 If the Buyer is not legally represented and if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue in Brisbane or an agent of the Office of State Revenue, for stamping prior to Settlement.

29.3 If the Seller's Solicitor has received a signed undertaking from the Buyer's Solicitor that the Transfer Documents will be used for stamping purposes only pending Settlement, the Seller will, at the relevant time, lend the Transfer Documents to the Buyer's Solicitor without charge for stamping prior to Settlement if the Seller sees fit to do so.

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29.4 Each Party authorises the other Party and their solicitor to make any necessary amendments to the Transfer Documents so as to rectify any inaccuracies or complete any omissions.

29.5 The Buyer must, within 10 Business Days after engaging any solicitor to act on its behalf in relation to this contract and the conveyance of the Land pursuant to it, cause that solicitor to give to the Seller's Solicitor a signed undertaking that the Transfer Documents will be used for stamping purposes only pending Settlement so that, at the relevant time, the Seller can lend the Transfer Documents to that solicitor without charge for stamping prior to Settlement.

30. Buyer's Obligation to Disclose Rebates etc

30.1 If the Buyer receives or takes from the Seller the benefit of any form of rebate of a portion of the Purchase Price or other concession or valuable consideration (such as a contribution towards payment of transfer duty, Outgoings, legal fees, cash back or the like or gift cards) or other advantage under this contract, the Buyer promises the Seller that the Buyer will fully disclose that fact to all parties who may have an interest in knowing about it, including the Buyer's financier and any party who buys the Land from the Buyer.

30.2 The Buyer:

(a) promises the Seller that it will not make any false declaration in respect of this contract and the conveyance of the Property made pursuant to it; and

(b) consents to the Seller disclosing any such rebate, concession or valuable consideration to any Buyer's financier or any other interested party; and

(c) will not Object to the Transfer Documents being prepared by the Seller in accordance with all relevant practice notes, directions and the like issued by the Queensland Law Society, the Queensland Land Registry and the Queensland Office of State Revenue.

30.3 Further Acts

Without limiting clause 10.7 of the Terms of Contract, if requested to do so by the Seller, the Buyer must, at its own expense, do all things reasonably necessary at its cost in order to complete any omission, rectify any error or resolve any ambiguity in this contract (including re-signing or re-exchange of the contract) so as to facilitate this contract being a contract which is in all respects valid and binding on the Buyer.

31. Interpretation to Favour Binding Contract

31.1 Subject to the terms of this contract, the Parties acknowledge that it is their intent that the Seller is obliged to sell and the Buyer is obliged to buy the Land on the terms set out in this contract.

31.2 The provisions of this contract will so far as possible be construed so as not to be invalid, illegal, inoperative or unenforceable in any respect, but if any provision on its true interpretation is illegal, invalid, inoperative or unenforceable:

(a) that provision will, so far as possible, be read down to the extent that may be necessary to ensure that it is not illegal, invalid, inoperative or unenforceable and as may be reasonable in all circumstances so as to give it a valid operation of a partial character; or

(b) if the provision or part of it cannot be read down, the provision or part will be deemed to be void and severable and the remaining provisions of this contract will not in any way be affected or impaired.

32. Measurement of Time

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 commencing at midnight and ending 24 hours later; and

(c) any calculation of time is referenced to time in Brisbane.

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33. Legislative Termination Rights

33.1 This Special Condition applies if the Seller forms a view, reasonably held, that the Buyer is or has become entitled to rescind, declare void, cancel, withdraw from or terminate this contract or declare itself not bound by this contract under any legislative provision ("Legislative Termination Right").

33.2 If this Special Condition applies, then during the time that the Buyer is entitled to exercise the Legislative Termination Right, the Seller may give a notice to the Buyer requiring that the Buyer, within a period of 10 Business Days after the notice is given, either:

(a) exercise its Legislative Termination Right (and cancel, withdraw from or terminate this contract); or

(b) by notice to the Seller affirm this contract and waive the benefit of the Legislative Termination Right,

failing which the Seller may, at any time after expiry of the 10 Business Day period, and while the Buyer is entitled to exercise the Legislative Termination Right, itself terminate this contract. If that happens:

(c) the Deposit and Interest must be released to the Buyer; and

(d) the Buyer has no further Claim against the Seller.

34. No Caveats

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

34.2 Nothing in Special Condition 34.1 limits any rights of the Buyer to lodge or register a caveat over the Land only after Title is created.

34.3 The Buyer irrevocably appoints the Seller, its officers, employees and solicitors, severally, as the Buyer's attorney to sign any document (including a withdrawal of caveat) and do anything in order to procure the release / withdrawal of any caveat lodged or registered by the Buyer in contravention of the prohibition contained in Special Condition 34.1.

34.4 The Buyer agrees that the power of attorney given under Special Condition 34.3 is a "power of attorney given as security" in terms of Section 10 of the *Powers of Attorney Act 1998* and may:

(a) not be revoked without the Seller's consent;

(b) be exercised even if this involves a conflict of duty; and

(c) be exercised by the attorney even if the attorney has a personal interest in doing so.

34.5 The Buyer may lodge a priority notice over the Land with the Queensland Land Registry but not before the date which is 7 days before the date fixed as the Settlement Date.

35. Instalment Contracts

35.1 In this Special Condition:

(a) **First Instalment Date** means the first date, other than the Settlement Date, on which any portion of the Purchase Price other than a Prescribed Deposit is payable by the Buyer under this contract;

(b) **Instalment Contract** has the meaning given to it under Section 71 of the PLA Act;

(c) **PLA Act** means the *Property Law Act 1974 (Qld)*; and

(d) **Prescribed Deposit** has the meaning given to the word 'deposit' in the PLA Act.

35.2 Special Condition 35.3 applies if:

(a) this contract is an Instalment Contract;

(b) any interpretation of any annexure or Special Condition causes this contract to be or become an Instalment Contract; or

(c) any negotiation or agreement reached between the Seller and the Buyer following formation of this contract causes this Contract to be or become an Instalment Contract.

35.3 If this Special Condition applies, then:

(a) the Buyer consents, for the purposes of Section 73(1) of the PLA Act, to the Seller mortgaging or charging the Property or any part of it on terms and conditions the Seller in its discretion determines;

(b) the Buyer consents, for the purposes of Section 74(2)(a) of the PLA Act, to the removal of the caveat by the Seller; and

(c) concerning the provisions of the Special Condition titled "***GST Withholding***", the Parties must, as an Essential Term, perform their respective obligations under that Special Condition as follows:

(i) the Seller must give the Buyer the Withholding Notice before the First Instalment Date;

(ii) the Buyer must complete and lodge the GST Notifications before the First Instalment Date;

(iii) the Buyer must give the GST Notifications, the payment reference number (PRN), lodgement reference number (LRN) and the ATO payment slip for the GST Withholding Amount to the Seller on or before the First Instalment Date;

(iv) the Buyer must provide the GST Cheque to the Seller on the First Instalment Date; and

(v) on the First Instalment Date or within such further period (if any) as may be allowed by the Commissioner, the Seller must deposit the GST Cheque to the credit of the Commissioner (and the amount paid will be treated as part payment of the Balance Purchase Price).

35.4 Despite any contrary provision in this contract, the Buyer is not bound to make a payment or payments of amounts which total in excess of the Prescribed Deposit without becoming entitled to receive a conveyance in exchange for the payment or payments.

35.5 Nothing in this contract permits the Buyer to elect that the contract be performed in a manner which would constitute it as an Instalment Contract.

35.6 The provisions of this Special Condition are mandatory overriding provisions and override any other provision of this contract.

36. Electronic Transactions Act and Counterparts

36.1 For the purposes of Sections 11 and 12 of the *Electronic Transactions (Qld) Act 2001* and the *Electronic Transactions Act 1999 (Cth)*, the Buyer and Seller consent to information being given by electronic communication.

36.2 This contract may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.

36.3 A party that has executed a counterpart of this contract may exchange that counterpart with another party by faxing or emailing it to the other party or the other party's legal representative and, if that other party requests it, promptly delivering that executed counterpart by hand or post to the other party or the other party's legal representative. However, the validity of this contract is not affected if the party who has faxed or emailed the counterpart delays in delivering or does not deliver it by hand or by post.

37. Contract Date

This Special Condition applies if following exchange of this contract, the Contract Date in the Reference Schedule has not been completed. The Contract Date will be taken to be the date that the last Party to sign this contract has communicated to the other Party in writing that this contract has been signed. Each Party authorises the other Party (as relevant) to complete the Contract Date in the Reference Schedule if required.

38. Performance of Contract

The Seller is entitled to perform this contract in a manner which is most beneficial to it.

39. Privacy Collection Notice

39.1 **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.

39.2 **Privacy Policy** - The Seller's Privacy Policy may be obtained by request from the Seller.

39.3 **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.

39.4 **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).

39.5 **Disclosure of the Buyer's personal information** – The Seller may disclose the Buyer's personal information and details of this Contract 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, builders, financiers, credit providers, insurers, solicitors, marketing agents, sales agents, rental agents and their staff, neighbouring lot owners to the Land, Authorities, the Office of State Revenue, Australian Taxation Office, the Buyer's builder (and related entities), NBN Co to contact the Buyer directly and provide the Buyer with a new Buyer NBN Co information pack and material 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.

39.6 **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.

39.7 **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.

39.8 **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 39.7.

40. Assignment

40.1 In this Special Condition, the Seller's interest in this contract means the benefit of the obligations owed to the Seller by the Buyer and any Guarantor.

40.2 The Seller may at any time assign its interest or a part of its interest in the Base Parcel, Parcel (or any part of it) to another person. The Buyer:

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(a) consents to the assignment including for the purposes of Section 73(1) of the *Property Law Act 1974 (Qld);*

(b) agrees to waive any cooling-off period and will sign any document required by the Seller for this purpose upon request; and

(c) agrees that the finance clause in this contract is not renewed or extended on any assignment.

40.3 If the Seller assigns its interest or a part of its interest in the Parcel (or any part of it) as contemplated by Special Condition 40.2, then the Seller must also:

(a) assign to the assignee the Seller's interest in this contract; and

(b) as soon as reasonably possible, deliver to the Buyer:

(i) notice of assignment of the Seller's interest in this contract in accordance with Section 199 of the *Property Law Act 1974 (Qld)*; and

(ii) a deed poll signed by the assignee under which the assignee agrees, for the benefit of the Buyer, to be bound by the obligations of the Seller under this contract.

40.4 Upon delivery to the Buyer of the notice and deed in accordance with Special Condition 40.3:

(a) the Seller is released from all liabilities and obligations to the Buyer under this contract;

(b) the Buyer and any Guarantor (if any) become bound by the terms of this contract but in favour of the assignee, as if the assignee was originally named in this contract instead of the Seller;

(c) if the Buyer has secured payment of the Deposit by way of lodgement of a bank guarantee or Deposit Bond which bank guarantee or Deposit Bond cannot be assigned to the assignee, the Buyer must within 10 Business Days replace the bank guarantee or Deposit Bond with either a cash Deposit or a new bank guarantee or Deposit Bond which specifies the assignee as the Seller; and

(d) any cash Deposit will be held for the benefit of the Buyer and the assignee on the terms of this contract.

40.5 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, which may withheld in its discretion.

41. Variation

41.1 An amendment or variation to this contract is not effective unless it is in writing and signed by or on behalf of the Parties or by their solicitors. Amendments or variations are considered to be signed if signed manually or with an electronic signature. For the avoidance of doubt an electronic signature for the purpose of this contract includes a manuscript signature conveyed electronically or a typed name, with no manuscript signature, conveyed electronically.

41.2 Any variation to this contract which is agreed to in writing and signed by a solicitor representing a Party is immediately binding on that Party as if that Party had personally agreed to the variation in writing and signed it.

41.3 On each occasion that a Party's solicitor agrees in writing and signs a variation to this contract, that Party warrants that its solicitor was duly authorised to agree to that variation on behalf of that Party.

41.4 The Buyer acknowledges that no real estate agent, tradesperson, consultant or other person employed or engaged by the Seller has authority to waive or amend any term of this contract other than the Seller's Solicitor on behalf of the Seller.

42. Waiver

42.1 Notwithstanding that the law of contract may no longer recognise or might never have recognised a doctrine or concept of waiver, a Party may waive its right to insist upon the performance of a condition or obligation under this contract which is to be performed by the other Party provided such waiver is in writing and signed for or on

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behalf of the Party waiving the right to performance of such obligation or condition.

42.2 In the absence of a waiver in writing as permitted by Special Condition 42.1, no failure or forbearance by a Party to insist upon any right to performance of a condition or obligation of the other Party can amount to, under any circumstances, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other Party is relieved or excused from performance of such condition or obligation.

42.3 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

43. Entire Agreement

43.1 This contract contains the entire terms agreed between the Seller and the Buyer in relation to the sale and purchase of the Land and supersedes all prior negotiations.

43.2 The Buyer promises the Seller that the Buyer has not been induced to enter into this contract by any representation or assurance made by or on behalf of the Seller or its agents or any other Party which is not set out in this contract.

43.3 The Buyer promises the Seller that it has not relied on any artist's impression, model, display house, plan, sketch, specification or sales aid of any description except the documents contained in this contract.

44. Seller's Access Licence after Settlement

44.1 To facilitate the progressive development of the Estate, the Buyer irrevocably grants the Seller and any nominees of the Seller ("Nominee") (including any employee, contractor, consultant or agent of the Seller and NBN Co and any Authority) a licence to enter and remain on the Land after the Settlement Date as is reasonably required by the Seller or its Nominees to inspect or undertake works of any kind necessary or incidental to complete and/or rectify any works or to install, establish or maintain utility infrastructure and utility services and connections, thereto, including the following works:

(a) to complete and/or rectify any works required by the approvals granted to the Seller for the development of the Estate (of which the Land forms part) or otherwise including but not limited to civil works, retaining walls, earthworks and the connection of services to the Land;

(b) to assess compliance with the terms of the Development Approval and Operational Works Approval or other development approval including to confirm compliance with obligations for which the Seller has given commitments, bonds or securities;

(c) the installation of Pit and Pipe Works and Network Infrastructure;

(d) excavation and general earthworks;

(e) the construction of common areas, including roads;

(f) the construction and maintenance of such improvements and facilities as may be considered necessary by the Seller to establish utility services and connections thereto; and

(g) the construction and maintenance of services infrastructure whether public or private including without limitation, connections for sewerage, electricity, communications, water or any other lawful service available to the public,

all of which are collectively called the "Utility Infrastructure Works".

44.2 The licence fee is $1.00 payable by the Seller to the Buyer if demanded by the Buyer.

44.3 The Seller or its Nominee may bring onto the Estate (including the Land) any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Utility Infrastructure Works, provided that the Seller does not unreasonably interfere with the Buyer's enjoyment of the Land.

44.4 The covenants and acknowledgements in this contract given by the Buyer to any Nominee are made and given for the benefit of the Nominee pursuant to section 55 of the *Property Law Act 1974* in consideration of the Seller

selling the Property to the Buyer.

44.5 The Buyer acknowledges that it has no right to Object if the Seller or a Nominee exercise their rights or have a right to exercise their rights pursuant to this Special Condition.

44.6 The Seller must:

(a) so far as reasonably possible cause minimal disturbance to any occupant of the Land; and

(b) repair any damage caused to the Land,

as a result of the Seller or its Nominee exercising its rights under this Special Condition.

44.7 The Buyer must not Object to the continuation of civil or construction works within the Estate after Settlement which may disrupt or inconvenience the Buyer or an occupier of dwelling on the Land.

44.8 This Special Condition does not merge on Settlement.

44.9 The obligations set out under this Special Condition 44 do not merge on Settlement and will continue until the Seller has given the Buyer written notice that the Utility Infrastructure Works have been completed. Until the Seller notifies the Buyer (or such future owner or occupant) that access to the Property pursuant to this Special Condition 44 is no longer required, the Buyer shall not sell, transfer, assign, lease or otherwise dispose of the Land without first delivering to the Seller a Deed Poll executed by the future buyer, transferee, assignee, tenant or disponee in favour of the Seller containing covenants in the same terms (mutatis mutandis) as this Special Condition 44.

PART M. RETICULATED GAS

45. Reticulated Gas

45.1 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. APT may assign the agreement to Australian Gas Networks Limited ABN 19 078 551 685. 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.

45.2 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 withhold gas supply until the clearance is rectified or if it believes there is a risk to gas assets. The offset of the gas main should meet the following conditions, note that the standard offset is 2.1 metres:

(a) horizontal clearance of 250 mm from any other asset; and

(b) vertical clearance of 150 mm when crossing any other assets.

45.3 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.

45.4 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.

45.5 The Buyer acknowledges and agrees that any breach of Special Conditions 45.2 and 45.3 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.

45.6 The Buyer agrees and acknowledges that any additional costs payable as a consequence of a breach of Special Conditions 45.2 and 45.3 will be at the cost of the Buyer and the Buyer releases and indemnifies the Seller in this respect.

45.7 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 12.5m 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 12.5m 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 700mm.

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

45.9 If the Seller enters into and maintains an agreement with APT as referred to in Special Condition 45.1 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.

PART N. SPECIAL INFRASTRUCTURE LEVY

46. Special Infrastructure Levy

46.1 The Land is within a Priority Development Area under the *Economic Development Act 2012 (Qld) (*formerly an Urban Development Area which was administered by the Urban Land Development Authority).

46.2 The Seller discloses that the Land may be subject to the Special Infrastructure Levy for a period of 30 years from the date the Land is registered and the Buyer may not Object. As at 1 July 2016, it has been published by the Queensland Government that the special infrastructure levy will commence at a maximum charge of $111.00 per annum. However, it is possible that the Special Infrastructure Levy may commence at a higher or lower amount and the Buyer must not Object. The Special Infrastructure Levy may be charged and collected by the Local Government at the same time rates and charges for the Land are charged and collected by the Local Government.

46.3 As at 1 July 2016, it has been published by the Queensland Government that the Special Infrastructure Levy will be indexed annually on 1 July in accordance with the following formula:

A x (1 + B)

Where:

A is the special infrastructure levy immediately prior to the calculation (ie the special infrastructure levy for the previous financial year).

B is the annual rate of the 3 year rolling average of the Queensland Roads and Bridges Construction Index (Index No 3101 as published by the Australian Bureau of Statistics)(expressed as a percentage to four (4) decimal places) calculated from that March which is three (3) years prior to the first March in the current financial year, to the first March in the current financial year.

$B = (1 + x)^{1/n} - 1$

Where:

n= 3 years

x = [(first March in the current financial year – March which is three (3) years prior to the first March in the current financial year)/ March which is three (3) years prior to the first March in the current financial year]

Below is an example of how to calculate indexation (B) for an adjustment on 1 July 2015:

March 2013 index is 104.1.

March 2010 index is 96.4.

So, x = [(104.1 – 96.4)/96.4] = 7.9876%

Therefore the annual rate of the 3 year rolling average is:

$B = (1 + 7.9876\%)^{1/3} - 1$

B = 2.5946%

46.4 However, it is possible that the Special Infrastructure Levy may increase at different rates and frequencies and the Buyer must not Object.

PART O. SELLER'S LEGAL FEES

47. Seller's Legal Fees

47.1 If the Buyer terminates this contract under the Finance Condition, the Buyer acknowledges that the Seller is liable for legal and administrative costs due to such termination.

47.2 Accordingly, the Buyer acknowledges and agrees that the Seller may charge the Buyer an amount of $220.00 (including GST) if the Buyer terminates this contract under the Finance Condition to cover the Seller's legal and administrative costs.

47.3 The Buyer must pay the amount payable pursuant to Special Condition 47.2 as a deduction from the Deposit which is to be refunded to the Buyer upon termination of this contract under the Finance Condition.

47.4 The Buyer irrevocably authorises the Deposit Holder to retain from the amount of the Deposit to be refunded to the Buyer on termination of this contract under the Finance Condition, the sum of $220.00 (including GST) in payment to the Seller of its legal and administrative costs. The retention amount of $220.00 (including GST) is to be released to the Seller (or as the Seller directs) for its absolute benefit after (and not before) termination of this contract and the payment is conditional upon termination of this contract by the Buyer under the Finance

Condition.

47.5 This Special Condition does not merge on termination of this contract.

PART P. GST WITHHOLDING

48. GST Withholding

48.1 If the Buyer's warranty in the GST Withholding Obligations in the Reference Schedule is not selected, then until otherwise notified by the Buyer, the Buyer will be treated as warranting that it is not registered for GST and is not acquiring the Property for a creditable purpose. If the Buyer is registered (within the meaning of the GST Act) and acquires the Property for a creditable purpose, the Buyer must give a written warranty by notice to the Seller stating this not later than 10 Business Days before the Settlement Date.

ANNEXURE "B"

NO PRE-CONTRACT REPRESENTATIONS – IMPORTANT NOTICE

1. No sales or marketing agent has authority from the Seller or any related company to make representations or assurances about the Estate or the Land other than representations and assurances which are contained in this contract.

2. Buying a property is an important investment. If the Buyer is buying the Land on the basis of 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 representations or assurances are identified so they can be confirmed or clarified before the Buyer commits to buy the Land.

3. The Buyer should set out below any representations or assurances that have been made to the Buyer by the Seller or any sales or marketing agent of the Seller that form part of the reason why the Buyer has elected to buy the Land but which are not included in this contract:

_____

_____

_____

_____

_____

SPECIAL CONDITION

1. Buyer's Acknowledgment about Seller's Representations

(a) The Buyer acknowledges that no sales or marketing agent has authority from the Seller to make promises, representations, warranties or assurances on behalf of the Seller.

(b) The Buyer confirms and represents that the Buyer is not entering into this contract on the basis of any promises, representations, warranties or assurances other than those hand written above or set out in writing elsewhere in this contract.

(c) The Buyer acknowledges that anything contained on the Seller's website or Promotional Materials is subject to contract and if it is not contained in this contract, then the Buyer acknowledges that it is not included.

(d) The Buyer understands that by the acknowledgment, confirmation and representation given in sub-clauses 1(a), 1(b) and 1(c) above, 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 above or which are set out elsewhere in this contract.

Buyer 1 Initials	Buyer 2 Initials	Seller's Initials

ANNEXURE "C"

BUILDING COVENANTS

(follows this page)

Building Covenants

1. Purpose

1.1 The Buyer acknowledges that the Lot is part of a modern residential development with the Developer wishing to establish a well designed estate conducive to the amenity of area.

1.2 The purpose of these Building Covenants is to ensure, amongst other things, that:

(a) the character of the Estate is consistent across all lots in the Estate;

(b) the building standards across all lots in the Estate are of a comparably high standard;

(c) each of the buildings on each of the lots in the Estate conform to the Estate's sustainability goals;

(d) an Buyer's and other owners' use and enjoyment of their Lot is not interfered with as a consequence of other owner's building and ongoing use activities;

(e) the value and desirability of each Lot, both sold by the Developer and those owned by the various owners within the Estate is maintained and enhanced by each of the other owners in the Estate achieved through the adherence to a consistent standard, character and dimension; and

(f) each of the buildings in the Estate comply with the Plan of Development, development approvals and laws and requirements.

(**Purpose**).

2. Covenants

The Buyer hereby agrees to be bound by the Covenants set out in this document.

3. Maintenance of Lot

3.1 The Buyer must keep and maintain the dwelling and all landscaping, trees, shrubs, lawns and gardens on the Lot, as well as the lawn between the Lot boundary and the road kerb in good order and condition acceptable to the Developer or its representative. Such order and condition shall as a minimum require the adequate watering of all garden and lawn areas (within current Ipswich City Council guidelines), the frequent mowing of lawns and trimming of lawn edges and the regular maintenance of plants and trees.

3.2 The Buyer must not allow for the accumulation of noxious weeds, long grass or the accumulation of rubbish on the Lot.

4. Removal of soil and gravel

4.1 The Buyer must not remove or excavate any soil or gravel from the Lot except as may be necessary during the course of construction of the dwelling or for the purpose of landscaping the Lot.

4.2 The Buyer must obtain the approval from the Ipswich City Council prior to

any excavation or placing fill on the Lot.

5. Removal of trees

5.1 The Buyer shall not remove any trees from the Lot except those necessary for the construction of the dwelling and only with the prior consent of the Developer and approval from the Ipswich City Council.

6. Approval of plans

All plans and specifications for the erection of improvements and associated foundation work on the Lot are to receive the prior approval in writing from the Developer (which approval shall not be unreasonably withheld).

7. Construction materials

7.1 External Wall Materials

(a) A mix of materials or colours must be used to all walls facing a street or park frontage.

(b) A minimum of 2 and a maximum of 4 variations of colour and/or materials (excluding windows, doors and garage doors) must be utilised.

(c) The following wall materials are acceptable:

(i) painted render;

(ii) face brick (as a feature to the front façade to a maximum of 50% of total wall coverage excluding windows/openings);

(iii) painted or stained timber;

(iv) painted weatherboard (or similar profiled cladding).

7.2 External Colours

(a) Colour schemes must complement the design of your home and the natural setting of Monterea Ripley.

(b) External colours must be primarily muted tones but limited and controlled feature/highlight colours may be approved.

(c) An external colour scheme is to be submitted for approval.

(d) The required colours for the roof are colours that:

(i) minimise the potential adverse effects on the external appearance of the dwelling;

(ii) do not unreasonably prevent or interfere with a person's use and enjoyment of the dwelling or another dwelling; and

(iii) are consistent with the Purpose for which these Building Covenants are designed.

If the Buyer considers a colour not approved above as a desirable colour for the roof of the dwelling, the Buyer must obtain the prior written consent of the Developer to the use of that colour by providing to the Developer written evidence that such colour complies with clauses 7.2(d)(i) and 7.2(d)(ii) and achieves a solar absorptance value for

the upper surface of the roof of 0.55 or lower.

Notwithstanding the above, overly bright colours will not be permitted or consented to as they cause a lack of visual amenity to adjoining property owners and may interfere with a person's use and enjoyment of another dwelling, for example, by causing glare.

7.3 Roofs

(a) Pitched roofs and skillion roofs are acceptable.

(b) Roofs should conform to the following:

(i) Pitched roofs at a minimum of 22 degrees (hip or gable); and

(ii) Skillion roofs at a minimum of 5 degrees.

(c) Acceptable roof materials include:

(i) metal corrugated roof sheeting with matte finish;

(ii) Colorbond®;

(iii) Non-reflective; or

(iv) Concrete roof tiles.

7.4 Garages

(a) Any garage must be constructed and completed at the same time as the dwelling and compatible with the house design and must be built under the property roof line.

(b) Any detached garden shed must not be constructed without the prior written approval of the Developer, which approval shall not be unreasonably withheld provided that they are not constructed from plain galvanised material.

(c) Carports are not permitted.

8. Setbacks and height

For setbacks and height requirements, refer to the Plan of Development.

9. Extensions

The Buyer must not erect any extension or out building without first lodging plans and specifications and receiving the approval of same from the Developer.

10. Structures

10.1 In respect of all single dwellings, the total building footprint should not exceed 70% of the total Lot size. The building footprint includes porticos, garages and outdoor patios.

10.2 The Buyer shall not erect or place upon the Lot any caravan or temporary building without the prior written consent of the Developer and Ipswich City Council.

10.3 The Buyer shall not, without the prior written consent of the Developer, erect upon the Lot more than one dwelling. Dual occupancy dwellings are permitted to be built only with the prior approval from the Ipswich City Council and which shall be at the Developer's discretion.

10.4 The Buyer must not, without the prior written consent of the Developer, permit to be used any dwelling for a

purpose other than private residential accommodation.

10.5 The Buyer shall not place or erect upon the Lot any building previously erected on other land, or a caravan, mobile dwelling or non-permanent structure to be used as accommodation.

10.6 The Buyer shall use materials of new or good quality including base brick, plywood, weatherboard or cladding with an appropriate painted finish or other materials that the Developer may approve as appropriate for the development.

10.7 Air conditioning motors, bins, garden sheds, rainwater tanks, clotheslines, hot water and gas systems, satellite dishes and any applicable antennas shall be constructed away from public view, or installed at a discreet point so it will not be readily seen from the street.

11. Driveways

11.1 All driveways are to be constructed of paved, exposed aggregate, stamped, stencilled, coloured concrete or compacted materials to provide a hard surface and are to be consistent with the general landscape of the area. Driveways shall not be constructed of compacted dirt. No 'tyre track' driveways (that is, where single driveway tracks are provided for each pair of tyres on each side of the vehicle) are permitted.

11.2 All driveway crossovers, pathways and kerbing installed by the Developer must be maintained in their original condition.

11.3 Any damage to crossovers, pathways, kerbing and driveways located within the Lot's street frontages must be replaced and/or restored to their original condition to the satisfaction of the Developer and Ipswich City Council. All associated costs and works are the sole responsibility of the Buyer and its builder.

12. Fencing

12.1 Subject to clause 12.3, the fencing shall not exceed 1.83 metres in height above the natural ground level and shall be constructed of treated pine or such other material consistent with the dwelling. The fencing materials and plan must be approved by the Developer prior to construction. No fences shall be constructed of corrugated iron, asbestos, cement, fibro sheeting or barbed wire.

12.2 The bottom of the fence must be no more than 75 mm from the ground level.

12.3 As required by the development approval issued by the Ipswich City Council, any fencing proposed on the road/street/lane boundaries of proposed lots 1 to 12 and 85 to 106 must be in accordance with the following:

(a) not more than 1.5 metres in height and must have a solid fence element at ground level to a maximum height of 1.2 metres (from ground level) and a minimum 50% 300mm permeable element atop the solid fence to enable both privacy to the respective residential lots and passive surveillance of road/street/lane/drainage reserve/park; and

(b) be designed to improve the visual amenity of the development and must be maintained by the owners or occupiers of the respective lots.

12.4 The Buyer shall in no circumstances seek any contribution from the Developer and waives all rights against the Developer under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld)* as amended. The Buyer acknowledges that this clause is an agreement made between adjoining owners about a dividing fence for the purposes of section 10 of that Act.

13. Planting

13.1 Monterea Ripley aims to create a green streetscape using a native theme throughout the Estate. Landscaping in areas that are visible from public areas must have the following:

(a) the front yard must display a minimum of 25 plants including a mix of small, medium and large plants and trees;

(b) the planting selection of trees, shrubs and ground cover must offer to soften the built form and provide variety and a range of scale;

(c) turf areas must be separate to garden and gravel areas by using a robust edge to contain the lawn area; and

(d) acceptable materials for garden edging include concrete, regular-shaped timber and galvanised steel. Plastic material is unacceptable.

14. Letter boxes

Generally a rendered brick, stone-faced, stone or coloured non-reflective metal letter box is permitted. Letter boxes must be of a colour and material to compliment the dwelling and its surrounds. However, letter boxes of a unique design, specifically coordinated with the design of the dwelling will be considered. Letter boxes on poles will not be accepted. Numbering must be included on letter box.

15. Plan of Development

The Buyer must comply with the Plan of Development.

16. Natural Gas

The Developer supports and promotes the use of natural gas as the preferred energy source for cooking, heating and hot water. Where possible, the Buyer should attempt to incorporate the use of natural gas as an energy source in the construction of the dwelling noting that a natural gas connection will be available from the street.

17. Storage of vehicles on Lots

17.1 Any caravan, trailer, boat or recreational type vehicle must be accommodated within the Lot and stored away from view of the road frontage.

18. Completion of dwelling

18.1 The Buyer must, unless otherwise agreed with the Developer, and subject to all of the applicable building legislation, commence construction of the dwelling within a period of one (1) year following completion of the purchase of the Lot and with completion of the dwelling to be effected within 12 months of commencement of construction.

18.2 The Buyer must not and must not allow any other person to reside in the dwelling house until it has been completed and fit for occupation and a certificate of occupancy has been issued by the Ipswich City Council.

19. Obligations during construction

19.1 During construction, the Buyer and the Buyer's builder must not permit any building materials, scrap metal, excavation or building rubble to accumulate on the Lot or to encroach on any adjacent footpath or Lot. The Buyer shall ensure that the builder has another receptacle to contain all such rubbish and materials.

19.2 The Buyer must ensure that the builder must not damage any trees, footpath, cross overs, turf, or dislodge any survey pegs during the construction works and must rectify any damage so caused.

19.3 The Buyer must ensure that the builder receives a copy of these covenants prior to the construction of the dwelling or any associated works on the Lot.

20. Signs and hoardings

No advertisement, sign or hoarding shall be erected on any part of the Lot without the prior written consent of the Developer. The Buyer authorises the Developer and it's agents to enter the Lot and remove any signs or hoardings that are erected without its consent.

21. No storage on Lots

The Buyer must not use the Lot as a storage compound.

22. Pets

22.1 The Buyer will be permitted to keep pets on the Lot provided the keeping of such birds and animals comply with all legislation, including local government laws.

22.2 The Buyer shall not be permitted to keep, graze or farm livestock on the Lot.

23. The Developer's right to vary or exclude any covenant

23.1 The Developer hereby reserves the right at the request of the Buyer or at its own instigation to vary or exclude any of these covenants provided that it shall only do so after taking into account its aims to establish a modern and well designed residential estate. The Buyer hereby absolves the Developer from any liability whatsoever for any action so taken in varying or excluding any of these covenants.

23.2 The Buyer acknowledges that, in its absolute discretion, the Developer:

(a) may vary, exclude or elect not to enforce the Building Covenants; and

(b) interpret the Building Covenants and the intent of the Building Covenants,

in respect of any land within the Estate and against other owners in the Estate in any way it determines and the Buyer acknowledges and agrees that:

(c) there is no implied term in this Building Covenant that the Developer will enforce the Building Covenants against any particular owner in any particular circumstances;

(d) the enforcement of the Building Covenants is not a benefit intended for the Buyer and the Buyer will not be entitled to bring any claim against the Developer under section 55 of the *Property Law Act 1974 (Qld)* or similar legislation or otherwise in respect of the Developer's failure to enforce the Building Covenants in any particular case;

(e) it will not sue the Developer or otherwise object in respect of the Developer's agreement in any particular case to relax or change the Building Covenants or the Developer's failure or partial failure to enforce the Building Covenants; and

(f) the Building Covenants referred to in this clause may or may not be the same as thee Building Covenants and all references to Building Covenants in this clause are the Building Covenants required by the Developer from time to time for any part of the Estate and as may be varied by the Developer from time to time.

23.3 The Buyer specifically absolves the Developer from any liability of any nature for any action taken in varying, electing not to enforce or excluding any Building Covenants.

23.4 The Buyer acknowledges that they will have no legal recourse against the Developer in respect of any alleged breach of these covenants by any other owner and that their only legal recourse shall be against the person who has allegedly committed a breach of such covenant.

24. No merger

The parties agree that the provisions of this covenant will not merge upon the completion of the Contract.

25. Sale of Lot

25.1 The Buyer must not sell, transfer, assign or otherwise dispose of the Lot without first obtaining from such person or entity a deed poll in favour of the Developer whereby such person or entity agrees to be bound by these covenants in the same terms and to the same extent as if such person or entity was the original Buyer of the Lot, and which must include an obligation for each further buyer, transferee, assignee or disponee to obtain a further such deed poll from any subsequent buyer, transferee assignee or disponee.

25.2 The Buyer indemnifies the Developer for any costs or damages the Developer may or does suffer as a result of future buyers, transferees, assignees or disponees not being bound to these Building Covenants due to a breach of the Buyer of clause 25.1.

26. Indemnity by Buyer

The Buyer indemnifies the Developer against all loss and damage incurred by the Developer as a result of the Buyer’s failure to comply with their obligations contained in these covenants.

27. Reservations of the Developer

The Developer at its discretion has the authority to approve on its merits any

innovative or diverse designs that do not meet the requirements of these Building Covenants. All calculations and measurements in these Building Covenants will be determined by the Developer in its sole discretion and will be the correct calculations or measurements in the absence of manifest error.

28. Compliance with these Covenants

28.1 Compliance with the Building Covenants Generally

(a) The Buyer:

(i) acknowledges that the Developer has a significant investment in the Estate, and has an interest in maintaining the value and desirability of allotments within the Estate;

(ii) acknowledges that a failure by the Buyer to strictly comply with the Building Covenants will diminish the value of the Developer's significant investment in the Estate;

(iii) acknowledges that a failure by the Buyer to strictly comply with the Building Covenants will diminish the value and desirability of:

(A) unsold lots in the Estate in the hands of the Developer; and

(B) lots sold by the Developer to other owners within the Estate;

(iv) agrees that in the event that the Buyer does not strictly comply with the Building Covenants, the Developer will have legally enforceable rights against the Buyer, including the right to seek orders from the Courts compelling compliance by the Buyer or to cease an action being taken by the Buyer, the right to enter onto any Lot to undertake works to remedy a non-compliance and/or the right to seek damages against the Buyer; and

(v) hereby irrevocably grants to the Developer or the Developer's agent, a licence to enter onto the Lot to undertake work reasonably necessary to rectify any non compliance with the Building Covenants, such right not to be exercised until after notice has been given by the Developer to the Buyer to rectify the breach and that breach has not been rectified within 14 days after receiving notice from the Developer of the breach (or such longer time stated in the notice given by the

Developer to the Buyer).

(b) The Buyer warrants and represents to the Developer that the Buyer will comply strictly with the terms of the Building Covenants and that it has the capacity to do so and the Buyer acknowledges that the Developer has relied on and been induced by those warranties and representations, to enter into the Contract with the Buyer to sell the Lot.

28.2 Enforcement

In the event that the Buyer fails to comply strictly with any Covenant and fails to rectify the breach on or before 14 days after receiving notice from the Developer of the breach (or such longer time stated in the notice given by the Developer to the Buyer), the Developer may, at its option:

(a) seek specific performance of the Buyer's obligations under the Building Covenants and/or for general damages in addition to or in lieu thereof;

(b) seek an injunction to compel the Buyer to undertake any work which is necessary in order to comply with the Building Covenants or to cease any action; and/or

(c) claim damages from the Buyer to recover its costs, expenses and outlays on a full indemnity basis in relation to exercising its rights under these Building Covenants including but not limited to costs of remedying the Buyer's default,

and in any such case, the Buyer agrees that it will not contest or defend any such proceedings where to do so would enable it to avoid strict compliance with the Building Covenants.

28.3 Indemnities

In further consideration of the Developer entering into the Contract with the Buyer to sell the Lot, the Buyer hereby:

(a) indemnifies the Developer in relation to all claims and liabilities whatsoever, which are made or may be made by any other person against the Developer, its agents, employees, directors or contractors, arising directly or indirectly out of or in connection with any failure by the Buyer to strictly comply with the terms of the Building Covenants, including all claims for damages and costs (on a full indemnity basis); and

(b) indemnifies the Developer in connection with all legal costs and outlays incurred by the Developer in enforcing or attempting to enforce the Building Covenants, on a full indemnity basis.

28.4 Restrictions and Building Covenants to Cease

(a) The Building Covenants (including all restrictions) shall cease to burden the allotment with effect from 31 December 2027 or earlier by notice given by the Developer to the Buyer.

(b) The Buyer acknowledges and agrees that the Building Covenants (as amended) (including all restrictions) may cease to burden any other Lot in the Estate before or after the date specified in clause 28.4(a).

29. General

29.1 The Buyer (if more than one person) agrees that they are jointly and severally liable in relation to the obligations pursuant to these Building Covenants.

29.2 Any void, voidable or illegal term of these Building Covenants may be severed unless to do so will result in a change to the basic nature of these Building Covenants.

30. Definitions

In these Building Covenants:

(a) "Contract" means the contract for the purchase of the Lot from the Developer which contained these Building Covenants whether or not the Buyer was a party to that contract.

(b) "Building Covenants" means these Building Covenants including all Schedules and Appendices as may be amended by the Developer from time to time.

(c) "Buyer" means the registered owner of a Lot in the Estate from time to time including its successors and permitted assigns.

(d) "Covenant" means a covenant in these Building Covenants.

(e) "Developer" means Gerard Joseph McHale and Patrick John McHale and their successors and assigns.

(f) "Estate" means the estate known as "Monterea Ripley" at Ripley, Qld, 4306 or such other name determined by the Developer from time to time.

(g) "Lot" means all lots owned by the Buyer or another owner from time to time in the Estate.

(h) "Plan of Development" means the plan of development approved by the Ipswich City Council from time to time which at the Contract Date is the version attached in Schedule 1 which is plan number BRSS6944.000-001 Revision L but which may be any later revision number approved by the Ipswich City Council from time to time.

31. Building Covenant Submission

The Buyer's Building Covenant submission application must be made to the Monterea Ripley Design Committee as follows:

By Email:

arcmonterea@bigpond.com
(Please note a maximum file limit of 5MB for email applications)

Submission Documents must include:

- Site Plan – at 1:200 scale identifying all boundary setbacks, any site features, existing and final contours and north point;
- Floor Plans – at 1:100 scale identifying dimensions of building and setbacks, plus an area schedule;
- Elevations – at 1:100 scale identifying roof pitch;
- External colour schedule and material selections;
- Landscape Plan – at 1:200 scale outlining the following:

- Location of services (rubbish bins, air conditioning units, clotheslines, water tanks)
- All fencing styles and materials
- All plant and tree selections
- All driveway and entry paths
- Any shed or outdoor structures
- Letterbox type and position

Approval from Monterea Ripley Design Committee does not guarantee development approval by the Ipswich City Council. Monterea Ripley's approval of a building design is to ensure that the vision for Monterea Ripley is maintained by all residents.

For any questions regarding the Building Covenants please email **arcmonterea@bigpond.com**.

Schedule 1 Plan of Development

Pursuant to the Economic Development Act 2012, this plan forms part of Council's approval for

Approval No: 25/2013/PDA

Date: 29 May 2018

Signed:

STAGES 1 - 4		
LOT SIZES	NO. OF LOTS	RATIO
Villa Lots (1)	40	38%
Villa Lots (2)	31	29%
Courtyard (1)	23	22%
Courtyard (2)	12	11%

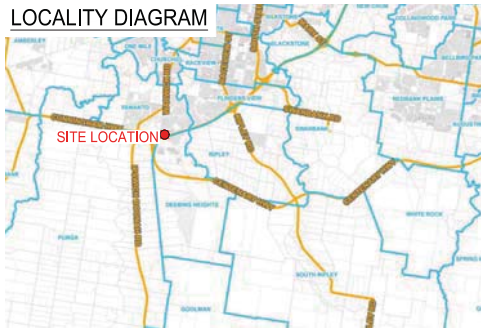
Site Development Table

Site Development Table	Villa Lots 10m - 12m		Villa Lots (2) 10m - 13m		Courtyard Lots (1) >12m		Courtyard Lots (2) >14m	
	Ground	First	Ground	First	Ground	First	Ground	First
Primary Road Frontage	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4
Rear^	0.9	0.9	0.9	0.9	0.9	1	0.9	1
Side - General Lots								
Built to Boundary	0	1	0	1	0	1	0	1
Non Built to Boundary	0.9	0.9	0.9	0.9	1	1	1	1.5
Secondary Road Frontage	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5

* 4.9 metres to garage or carport door, ~~except where a double garage is provided setback can be reduced to the minimum shown in the site development table~~

~~^ Includes the open space / footpath setback along the rear of Lots 85 to 106~~

LOCALITY DIAGRAM



Notes -

General:

1. *All development is to be undertaken generally in accordance with the Development Approval. Lots 1-12 and 85-106 to include requirements of Condition 11 of Development Approval 25/2013/PDA.*
2. *The maximum height of building shall not exceed 9m.*

Orientation:

3. *Entries - Front doors of dwellings are to address the Primary Street Frontage identified in the Site Development Plan.*
   - *The front doors of dwellings 1-12 will address Monterea Road*
   - *Articulation of the front of the dwelling facade will be provided*

Setbacks

4. *Setbacks are as per the Site Development Table unless otherwise specified.*
5. *Built to boundary walls are typical where shown and are non-mandatory. The location of built to boundary walls are indicated on the Plan of Development for each stage. Where built to boundary walls are not adopted side setbacks shall be in accordance with the Site Development Table.*
6. *Built to boundary walls are to have a maximum length of 15 metres and a maximum height of 3.5 metres.*
7. *Boundary setbacks are measured to the wall of the structure.*
8. *Eaves should not encroach (other than where building are built to boundary) closer than 300mm to the lot boundary excluding the Primary Street Frontage where eaves should not be closer than 2100mm.*

Parking:

9. *Minimum off-street parking requirements*
   - *(a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and*
   - *(b) Three (3) or more bedroom dwellings require two (2) spaces per dwelling, one which must be capable of being covered ~~by~~ (may be provided in tandem).*
10. *Villa Lots with a frontage of less than 12.5m are to have tandem parking with a setback to a garage of ~~6.0m~~ 4.9m. Double garages may be permitted on a single storey dwelling on a lot less than 12.5m wide subject to the garage being setback 1m behind the face of the main dwelling. Double garages may be permitted on double story buildings with frontages less than 12.5m Subject to the garage being setback 1m behind the face of the main dwelling.*
11. *Parking spaces on driveways do not have to comply with AS2890.*

Site Cover and Amenity:

12. *Site cover for each lot is not to exceed 70% of the lot.*
13. *Minimum private open space requirements*
    - *(a) One (1) bedroom dwellings require a minimum 5m² with a minimum dimension of 1.2 metres;*
    - *(b) Two (2) bedroom dwellings require a minimum 9m² with a minimum dimension of 2.4 metres; and*
    - *(c) Three (3) bedroom dwellings require a minimum 12m² with a dimension of 2.4 metres.*

Fencing (for Lots 13-84)

14. *Fencing on all Street/Road/Lane Frontages to be either 50% transparent or not to exceed 1.2 metres in height unless vegetated (hedges etc.).*

Legend:

- *Site Boundary*
- *Stage Boundary*
- *Built to Boundary Wall (Non Mandatory)*
- *Footpath*
- *Open Space*
- *Drainage Reserve*
- *Primary Frontage*
- *Road Resumption*
- *7.05m Wide road Reserve within Lot 349 on RP893634*

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPT. OF NATURAL RESOURCES, MINES AND ENERGY.

CLIENT

MONTEREA 204 PTY LTD

PROJECT

PLAN OF DEVELOPMENT OF LOT 2 ON RP58173
(204 MONTEREA ROAD, RIPLEY)
STAGE 1-4

LOCAL AUTHORITY
ECONOMIC DEVELOPMENT QUEENSLAND

NOTES

(i) This plan was prepared for the purpose and exclusive use of MONTEREA 204 PTY LTD to accompany an application to ECONOMIC DEVELOPMENT QUEENSLAND for approval to reconfigure the land described in this plan and is not to be used for any other purpose or by any other person or corporation.
LandPartners Pty Ltd accepts no responsibility for any loss or damage suffered howsoever arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (ii) or (iii) hereof.

(iii) The dimensions, areas, number of lots, size and location of improvements & flood information (if shown) are approximate only and may vary.

(iii) This plan may not be copied unless these notes are included.

STAGE	No. OF LOTS	NEW ROAD 6m	NEW ROAD 16m	NEW ROAD 20.5m	ROAD RESUMPTION	DRAINAGE	AREA OF PARK	TOTAL AREA
1	53	-	575m	143m	1.0414ha	0.1476ha	2.271ha	6.787ha
2	19	-	128m	67m	-	-	-	0.982ha
3	18	141m	128m	73m	-	-	-	1.005ha
4	16	118m	98m	-	-	-	-	0.73ha
TOTAL	106	259m	929m	283m	1.0414ha	0.1476ha	2.271ha	9.504ha

SCALE BAR

30m 0 50 100m

SCALE 1:2000 @ A3

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ISO 9001:2008
FS 535063

LEVEL DATUM	N/A		
LEVEL ORIGIN	N/A		
CONTOUR INTERVAL	N/A		
COMPUTER FILE	694400J4		
DRAWN	LFB	DATE	17/04/2018
CHECKED	LFB	DATE	17/04/2018
APPROVED	SRS	DATE	17/04/2018

PLAN NUMBER BRSS6944.000-001 | SHEET 1 OF 5 | REV L

SRS

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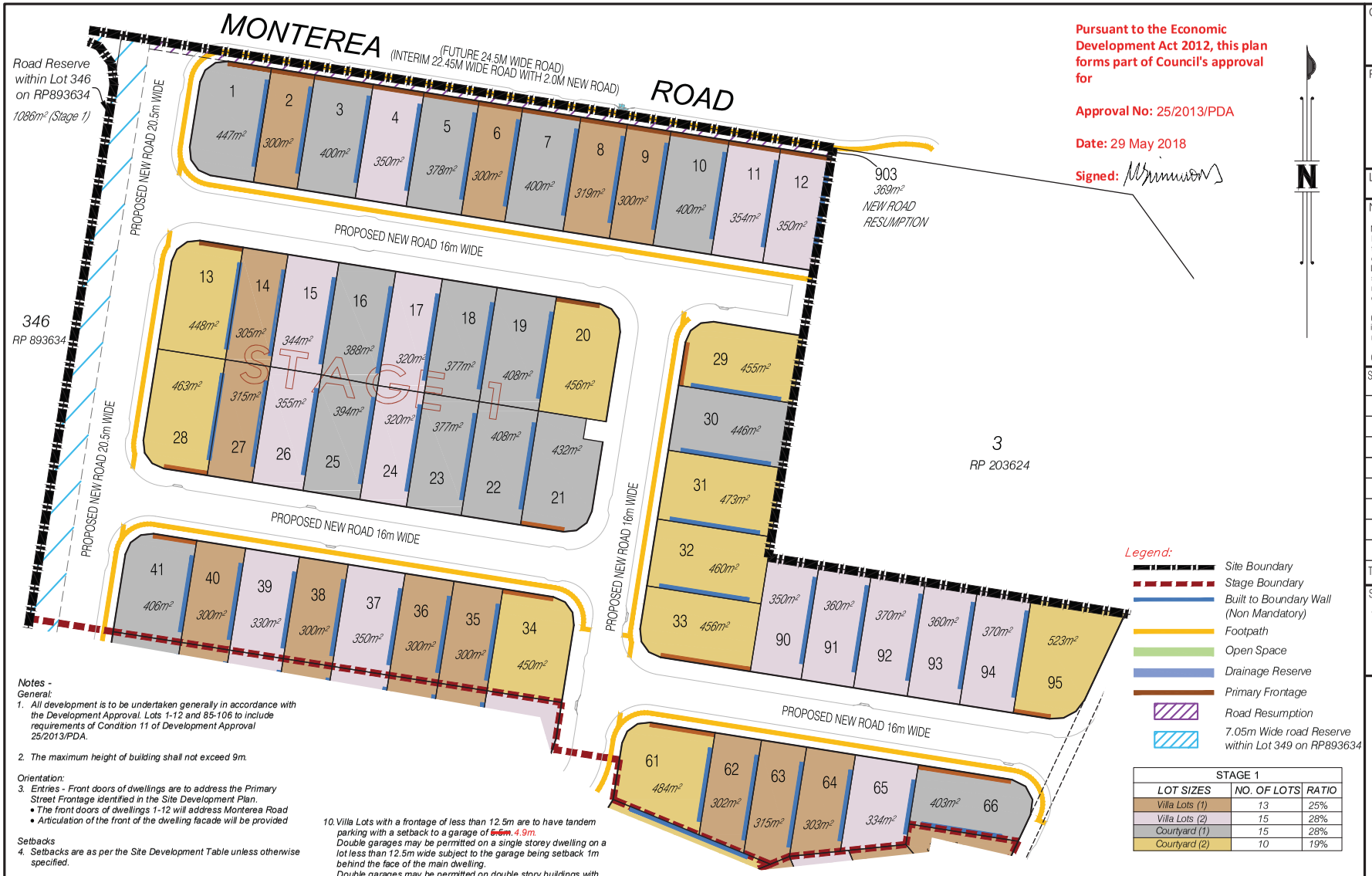

Pursuant to the Economic Development Act 2012, this plan forms part of Council's approval for

Approval No: 25/2013/PDA

Date: 29 May 2018

Signed:

N

Legend:

- Site Boundary
- Stage Boundary
- Built to Boundary Wall (Non Mandatory)
- Footpath
- Open Space
- Drainage Reserve
- Primary Frontage
- Road Resumption
- 7.05m Wide road Reserve within Lot 349 on RP893634

STAGE 1		
LOT SIZES	NO. OF LOTS	RATIO
Villa Lots (1)	13	25%
Villa Lots (2)	15	28%
Courtyard (1)	15	28%
Courtyard (2)	10	19%

Notes -

General:

1. *All development is to be undertaken generally in accordance with the Development Approval. Lots 1-12 and 85-106 to include requirements of Condition 11 of Development Approval 25/2013/PDA.*
2. *The maximum height of building shall not exceed 9m.*

Orientation:

3. *Entries - Front doors of dwellings are to address the Primary Street Frontage identified in the Site Development Plan.*
   - *The front doors of dwellings 1-12 will address Monterea Road*
   - *Articulation of the front of the dwelling facade will be provided*

Setbacks

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Parking:

9. *Minimum off-street parking requirements*
   - *(a) One (1) and two (2) bedroom dwellings require a minimum one covered space per dwelling; and*
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Site Development Table

Site Development Table	Villa Lots 10m - 12m		Villa Lots (2) 10m - 13m		Courtyard Lots (1) >12m		Courtyard Lots (2) >14m	
	Ground	First	Ground	First	Ground	First	Ground	First
Primary Road Frontage	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4
Rear^	0.9	0.9	0.9	0.9	0.9	1	0.9	1
Side - General Lots								
Built to Boundary	0	1	0	1	0	1	0	1
Non Built to Boundary	0.9	0.9	0.9	0.9	1	1	1	1.5
Secondary Road Frontage	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5

* 4.9 metres to garage or carport door, ~~except where a double garage is provided setback can be reduced to the minimum shown in the site development table~~

~~^ Includes the open space / footpath setback along the rear of Lots 85 to 106~~

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CLIENT

MONTEREA 204 PTY LTD

PROJECT

PLAN OF DEVELOPMENT OF LOT 2 ON RP58173
(204 MONTEREA ROAD, RIPLEY)
STAGE 1

LOCAL AUTHORITY
ECONOMIC DEVELOPMENT QUEENSLAND

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SCALE 1:1000 @ A3

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e info@landpartners.com.au
w www.landpartners.com.au

ISO 9001:2008 FS 535063

LEVEL DATUM	N/A		
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COMPUTER FILE	694400J4		
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APPROVED	SRS	DATE	17/04/2018

PLAN NUMBER BRSS6944.000-001 SHEET 2 OF 5 REV L

SRS

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STAGE 2		
LOT SIZES	NO. OF LOTS	RATIO
Villa Lots (1)	6	32%
Villa Lots (2)	8	42%
Courtyard (1)	4	21%
Courtyard (2)	1	5%

Site Development Table

Site Development Table	Villa Lots 10m - 12m		Villa Lots (2) 10m - 13m		Courtyard Lots (1) >12m		Courtyard Lots (2) >14m	
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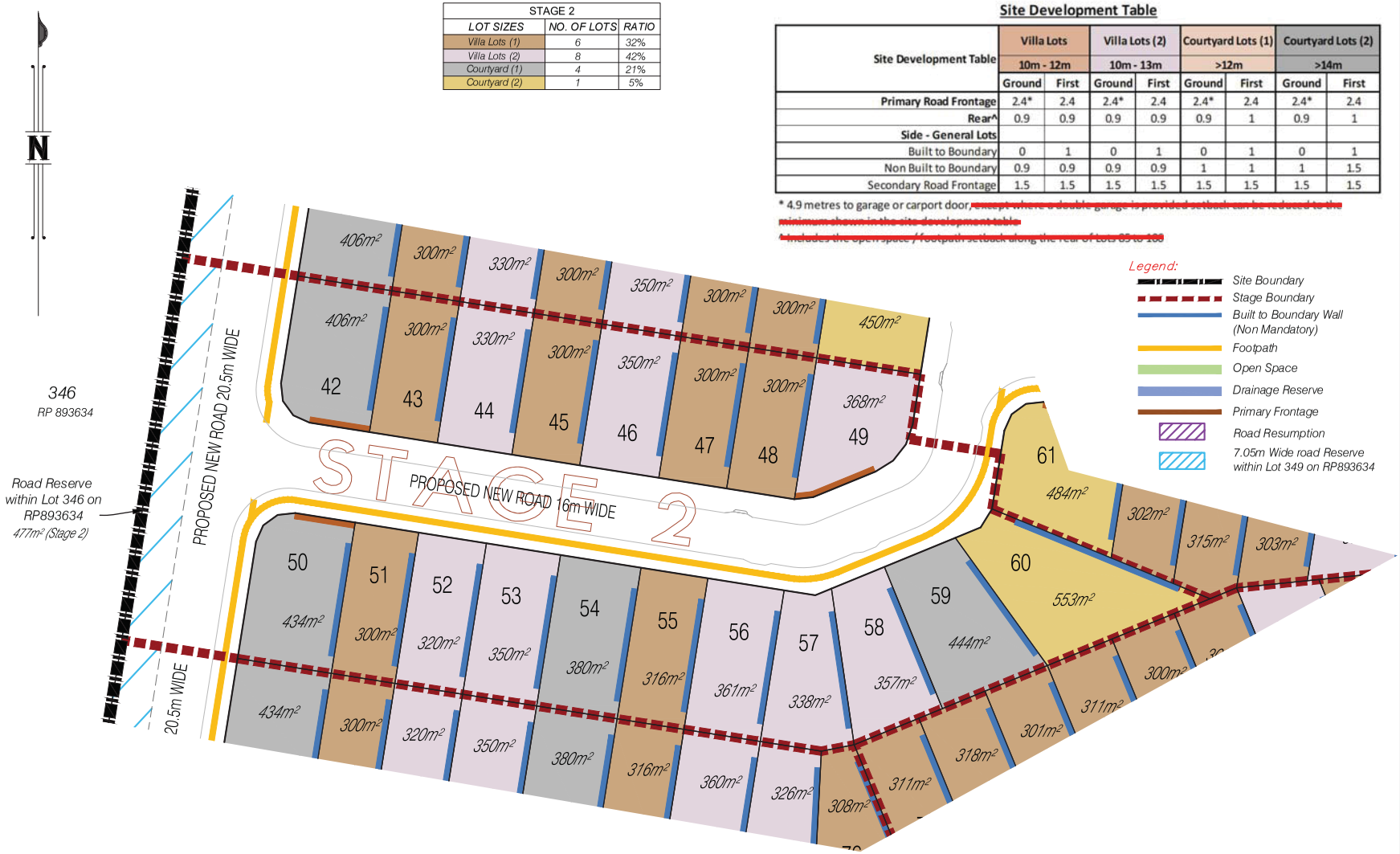

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   - *(a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and*
   - *(b) Three (3) or more bedroom dwellings require two (2) spaces per dwelling, one which must be capable of being covered ~~by~~ (may be provided in tandem).*
10. *Villa Lots with a frontage of less than 12.5m are to have tandem parking with a setback to a garage of ~~5.5m~~ 4.9m.*
    Double garages may be permitted on a single storey dwelling on a lot less than 12.5m wide subject to the garage being setback 1m behind the face of the main dwelling.
    Double garages may be permitted on double story buildings with frontages less than 12.5m Subject to the garage being setback 1m behind the face of the main dwelling.
11. *Parking spaces on driveways do not have to comply with AS2890.*

Site Cover and Amenity:

12. *Site cover for each lot is not to exceed 70% of the lot.*
13. *Minimum private open space requirements*
    - *(a) One (1) bedroom dwellings require a minimum 5m² with a minimum dimension of 1.2 metres;*
    - *(b) Two (2) bedroom dwellings require a minimum 9m² with a minimum dimension of 2.4 metres; and*
    - *(c) Three (3) bedroom dwellings require a minimum 12m² with a dimension of 2.4 metres.*

Fencing (for Lots 13-84)

14. *Fencing on all Street/Road/Lane Frontages to be either 50% transparent or not to exceed 1.2 metres in height unless vegetated (hedges etc.).*

Pursuant to the Economic Development Act 2012, this plan forms part of Council's approval for

Approval No: 25/2013/PDA

Date: 29 May 2018

Signed:

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPT. OF NATURAL RESOURCES, MINES AND ENERGY.

CLIENT

MONTEREA 204 PTY LTD

PROJECT

PLAN OF DEVELOPMENT OF LOT 2 ON RP58173

(204 MONTEREA ROAD, RIPLEY)

STAGE 2

LOCAL AUTHORITY

ECONOMIC DEVELOPMENT QUEENSLAND

NOTES

(i) This plan was prepared for the purpose and exclusive use of MONTEREA 204 PTY LTD to accompany an application to ECONOMIC DEVELOPMENT QUEENSLAND for approval to reconfigure the land described in this plan and is not to be used for any other purpose or by any other person or corporation.
LandPartners Pty Ltd accepts no responsibility for any loss or damage suffered howsoever arising to any person or corporation who may use or rely on this plan in contravention of the terms of this clause or clauses (ii) or (iii) hereof.

(iii) The dimensions, areas, number of lots, size and location of improvements & flood information (if shown) are approximate only and may vary.

(iii) This plan may not be copied unless these notes are included.

STAGE	No. OF LOTS	NEW ROAD 6m	NEW ROAD 16m	NEW ROAD 20.5m	ROAD RESUMPTION	DRAINAGE	AREA OF PARK	TOTAL AREA
1	53	-	575m	143m	1.0414ha	0.1476ha	2.271ha	6.787ha
2	19	-	128m	67m	-	-	-	0.982ha
3	18	141m	128m	73m	-	-	-	1.005ha
4	16	118m	98m	-	-	-	-	0.73ha
TOTAL	106	259m	929m	283m	1.0414ha	0.1476ha	2.271ha	9.504ha

SCALE BAR

10m 0 20 40m

SCALE 1:750 @ A3

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ISO 9001:2008 FS 535063

LEVEL DATUM	N/A		
LEVEL ORIGIN	N/A		
CONTOUR INTERVAL	N/A		
COMPUTER FILE	694400J4		
DRAWN	LFB	DATE	17/04/2018
CHECKED	LFB	DATE	17/04/2018
APPROVED	SRS	DATE	17/04/2018

PLAN NUMBER BRSS6944.000-001 SHEET 3 OF 5 REV L

SRS

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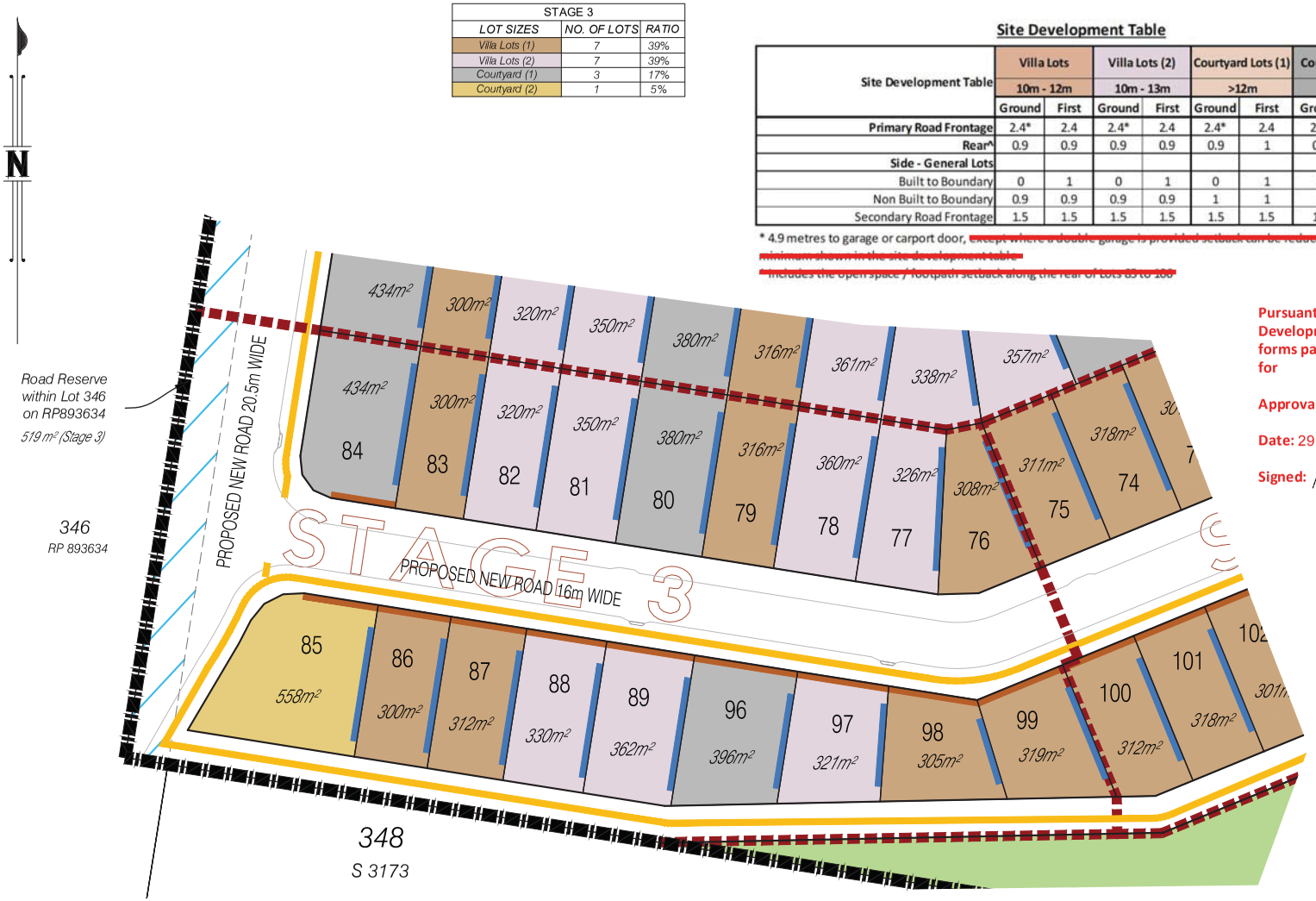
STAGE 3		
LOT SIZES	NO. OF LOTS	RATIO
Villa Lots (1)	7	39%
Villa Lots (2)	7	39%
Courtyard (1)	3	17%
Courtyard (2)	1	5%

Site Development Table

Site Development Table	Villa Lots 10m - 12m		Villa Lots (2) 10m - 13m		Courtyard Lots (1) >12m		Courtyard Lots (2) >14m	
	Ground	First	Ground	First	Ground	First	Ground	First
Primary Road Frontage	2.4*	2.4	2.4*	2.4	2.4*	2.4	2.4*	2.4
Rear^	0.9	0.9	0.9	0.9	0.9	1	0.9	1
Side - General Lots								
Built to Boundary	0	1	0	1	0	1	0	1
Non Built to Boundary	0.9	0.9	0.9	0.9	1	1	1	1.5
Secondary Road Frontage	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5

* 4.9 metres to garage or carport door, ~~except where a double garage is provided setback can be reduced to the minimum shown in the site development table~~

~~^ includes the open space / footpath setback along the rear of Lots 83 to 100~~



Pursuant to the Economic Development Act 2012, this plan forms part of Council's approval for

Approval No: 25/2013/PDA

Date: 29 May 2018

Signed:

Notes -

General:

1. *All development is to be undertaken generally in accordance with the Development Approval. Lots 1-12 and 85-106 to include requirements of Condition 11 of Development Approval 25/2013/PDA.*
2. *The maximum height of building shall not exceed 9m.*

Orientation:

3. *Entries - Front doors of dwellings are to address the Primary Street Frontage identified in the Site Development Plan.*
   - *The front doors of dwellings 1-12 will address Monterea Road*
   - *Articulation of the front of the dwelling facade will be provided*

Setbacks

4. *Setbacks are as per the Site Development Table unless otherwise specified.*
5. *Built to boundary walls are typical where shown and are non-mandatory. The location of built to boundary walls are indicated on the Plan of Development for each stage. Where built to boundary walls are not adopted side setbacks shall be in accordance with the Site Development Table.*
6. *Built to boundary walls are to have a maximum length of 15 metres and a maximum height of 3.5 metres.*
7. *Boundary setbacks are measured to the wall of the structure.*
8. *Eaves should not encroach (other than where building are built to boundary) closer than 300mm to the lot boundary excluding the Primary Street Frontage where eaves should not be closer than 2100mm.*

Parking:

9. *Minimum off-street parking requirements*
   - *(a) One (1) and two (2) bedroom dwellings require a minimum one (1) covered space per dwelling; and*
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10. *Villa Lots with a frontage of less than 12.5m are to have tandem parking with a setback to a garage of ~~5.5m~~ 4.9m. Double garages may be permitted on a single storey dwelling on a lot less than 12.5m wide subject to the garage being setback 1m behind the face of the main dwelling. Double garages may be permitted on double story buildings with frontages less than 12.5m Subject to the garage being setback 1m behind the face of the main dwelling.*
11. *Parking spaces on driveways do not have to comply with AS2890.*

Site Cover and Amenity:

12. *Site cover for each lot is not to exceed 70% of the lot.*
13. *Minimum private open space requirements*
    - *(a) One (1) bedroom dwellings require a minimum 5m² with a minimum dimension of 1.2 metres;*
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Fencing (for Lots 13-84)

14. *Fencing on all Street/Road/Lane Frontages to be either 50% transparent or not to exceed 1.2 metres in height unless vegetated (hedges etc.).*

Legend:

- *Site Boundary*
- *Stage Boundary*
- *Built to Boundary Wall (Non Mandatory)*
- *Footpath*
- *Open Space*
- *Drainage Reserve*
- *Primary Frontage*
- *Road Resumption*
- *7.05m Wide road Reserve within Lot 349 on RP893634*

NOTE: ALL DIMENSIONS AND AREAS ON THIS PLAN ARE SUBJECT TO SURVEY AND REQUIREMENTS FOR LODGEMENT OF SURVEY PLANS IN THE DEPT. OF NATURAL RESOURCES, MINES AND ENERGY.

CLIENT

MONTEREA 204 PTY LTD

PROJECT

PLAN OF DEVELOPMENT OF LOT 2 ON RP58173
(204 MONTEREA ROAD, RIPLEY)
STAGE 3

LOCAL AUTHORITY
ECONOMIC DEVELOPMENT QUEENSLAND

NOTES

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STAGE	No. OF LOTS	NEW ROAD 6m	NEW ROAD 16m	NEW ROAD 20.5m	ROAD RESUMPTION	DRAINAGE	AREA OF PARK	TOTAL AREA
1	53	-	575m	143m	1.0414ha	0.1476ha	2.271ha	6.787ha
2	19	-	128m	67m	-	-	-	0.982ha
3	18	141m	128m	73m	-	-	-	1.005ha
4	16	118m	98m	-	-	-	-	0.73ha
TOTAL	106	259m	929m	283m	1.0414ha	0.1476ha	2.271ha	9.504ha

SCALE BAR

10m 0 20 40m

SCALE 1:750 @ A3

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COMPUTER FILE	694400J4		
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PLAN NUMBER BRSS6944.000-001 | SHEET 4 OF 5 | REV L

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Pursuant to the Economic Development Act 2012, this plan forms part of Council's approval for

Approval No: 25/2013/PDA

Date: 29 May 2018

Signed:

Site Development Table

Site Development Table	Villa Lots 10m - 12m		Villa Lots (2) 10m - 13m		Courtyard Lots (1) >12m		Courtyard Lots (2) >14m	
	Ground	First	Ground	First	Ground	First	Ground	First
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Rear^	0.9	0.9	0.9	0.9	0.9	1	0.9	1
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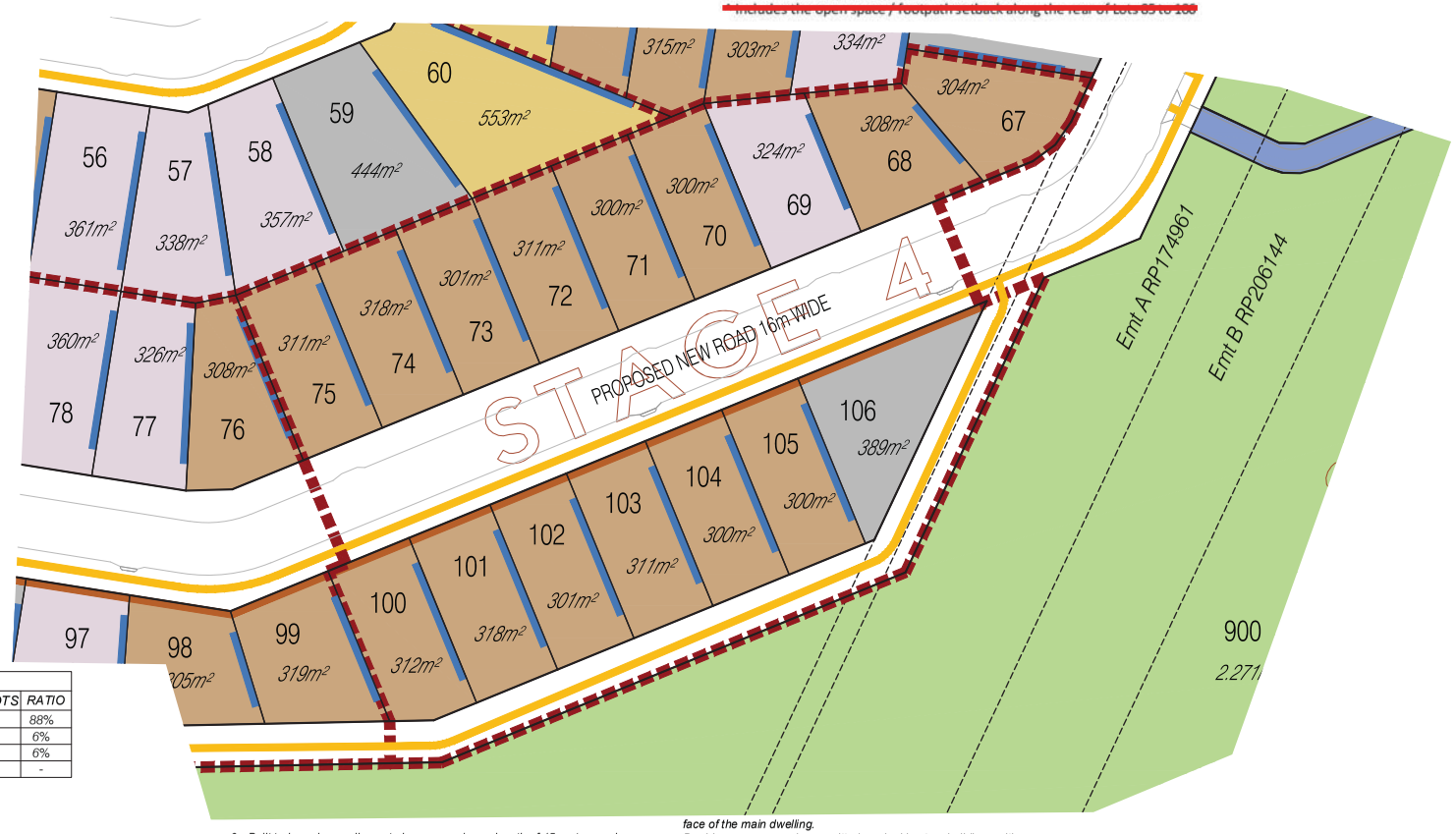
Built to Boundary	0	1	0	1	0	1	0	1
Non Built to Boundary	0.9	0.9	0.9	0.9	1	1	1	1.5
Secondary Road Frontage	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5

* 4.9 metres to garage or carport door, ~~except where a double garage is provided setback can be reduced to the minimum shown in the site development table.~~

~~^ Includes the open space / footpath setback along the rear of Lots 89 to 106~~



STAGE 4		
LOT SIZES	NO. OF LOTS	RATIO
Villa Lots (1)	14	88%
Villa Lots (2)	1	6%
Courtyard (1)	1	6%
Courtyard (2)	-	-

Notes -

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MONTEREA 204 PTY LTD

PROJECT

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STAGE 4

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ECONOMIC DEVELOPMENT QUEENSLAND

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PLAN NUMBER BRSS6944.000-001 | SHEET 5 OF 5 | REV L

SRS

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"A"
DEED POLL - "MONTEREA RIPLEY" BUILDING COVENANTS

TO: **Gerard Joseph McHale and Patrick John McHale** of PO Box 3175, Rouse Hill, NSW, 2155

("Developer")

FROM:

[insert New Owner's name]

[insert New Owner's name]

[insert New Owner's address]

[insert New Owner's address]

("New Owner")

LAND: Lot _____ on SP291456 in "Monterea Ripley", Ripley, Qld, 4306

BACKGROUND

A. The New Owner is buying or has agreed to buy the Land.

B. The Land forms part of a quality residential community known as the "Monterea Ripley" (the "Estate"). Accordingly, it is necessary and in the interest of all owners of land in the Estate that the Developer exercises supervision and control so as to ensure quality in respect of the design and construction standard of buildings in the Estate and other matters generally.

C. The New Owner is required by the terms of the Contract of Sale that the New Owner has entered into to buy the Land to enter into this Deed Poll.

OPERATIVE PART

1. The New Owner promises the Developer as follows:

   (a) the New Owner agrees to abide by the terms of the Building Covenants **attached** and marked Annexure "A" ("Building Covenants") as though the New Owner was the "Buyer" and the Developer was the "Seller" referred to in the Building Covenants;

   (b) the New Owner agrees to be bound by the terms of the Development Approval;

   (c) the New Owner acknowledges that the Estate is being developed progressively by the Developer and this involves or will involve (amongst other things) the carrying out of development works and the making of town planning, development and building applications of various types to government and semi-governmental authorities; and

   (d) the New Owner acknowledges that although the Land is in the Estate known as "Monterea Ripley", the name of the place, suburb, stage or village in which the Land is situated may or may not now or in the future be called "Monterea Ripley". The New Owner will not Object because of any variation.

2. The New Owner acknowledges that:

   (a) the Estate is being developed progressively by the Developer; and

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(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").

3. The New Owner must not:

(a) make or maintain any Objection either alone or jointly with others against or do anything which may adversely affect any of the Applications;

(b) Object in relation to any dust, noise or traffic interference which results from the carrying out of and works within the Estate; and

(c) do or omit anything which would prevent the Developer from completing the Estate or selling allotments in the Estate.

4. The New Owner agrees to allow Government Agencies to access the Land to assess compliance with the terms of the Development Approval and Operational Works Approval or other development approval including to confirm compliance with obligations for which the Developer has given commitments, bonds or securities.

5. The New Owner releases the Developer from, and indemnifies the Developer against, any Claim arising out of:

(a) the valid exercise of the Developer's rights under clauses 1(c) to 4 of this Deed; or

(b) any other matter referred to in clauses 1(c) to 4 of this Deed.

6. The New Owner irrevocably grants the Developer and any nominees of the Developer ("Nominee") (including any employee, contractor, consultant or agent of the Developer and NBN Co and any Authority) a licence to enter and remain on the Land as is reasonably required by the Developer or its Nominees to inspect or undertake works of any kind necessary or incidental to complete and/or rectify any works or to install, establish or maintain utility infrastructure and utility services and connections, thereto, including the following works:

(a) to complete and/or rectify any works required by the approvals granted to the Seller for the development of the Estate (of which the Land forms part) or otherwise including but not limited to civil works, retaining walls, earthworks and the connection of services to the Land;

(b) to assess compliance with the terms of the Development Approval and Operational Works Approval or other development approval including to confirm compliance with obligations for which the Seller has given commitments, bonds or securities;

(c) the installation of Pit and Pipe Works and Network Infrastructure;

(d) excavation and general earthworks;

(e) the construction of common areas, including roads;

(f) the construction and maintenance of such improvements and facilities as may be considered necessary by the Seller to establish utility services and connections thereto; and

(g) the construction and maintenance of services infrastructure whether public or private including without limitation, connections for sewerage, electricity, communications, water or any other lawful service available to the public,

all of which are collectively called the "Utility Infrastructure Works".

7. The licence fee is $1.00 payable by the Developer to the New Owner if demanded by the New Owner. The Developer and any Nominee may sub-licence the licence granted pursuant to clause 6.

8. The Developer or any Nominee may bring onto the Estate (including the Land) any machinery, tools,

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equipment, vehicles and workmen to facilitate the carrying out of the Utility Infrastructure Works, provided that the Developer and Nominees do not unreasonably interfere with the New Owner's enjoyment of the Land.

9. The covenants and acknowledgements in this deed given by the New Owner to any Nominee are made and given for the benefit of the Nominee pursuant to section 55 of the *Property Law Act 1974 (Qld)* in consideration of the Developer consenting to the sale of the Land to the New Owner under the terms of this deed.

10. The New Owner acknowledges that it has no right to Object if the Developer or a Nominee exercise their rights or have a right to exercise their rights pursuant to clauses 6 and 8.

11. The Developer must:

    (a) so far as reasonably possible cause minimal disturbance to any occupant of the Land; and

    (b) repair any damage caused to the Land,

    as a result of the Developer or its Nominee exercising its rights under clauses 6 and 8.

12. The New Owner must not Object to the continuation of civil or construction works within the Estate which may disrupt or inconvenience the New Owner or an occupier of dwelling on the Land.

13. The New Owner agrees not to Object, make any Claim or lodge any submissions in relation to the operation or effect of clauses 6 to 12.

14. The New Owner agrees not to:

    (a) sell, transfer, assign or otherwise dispose of the Land without first delivering to the Developer a covenant from any buyer, transferee, assignee or disponee in favour of the Developer containing covenants in the same terms (mutatis mutandis) as this Deed Poll and including an obligation for each further buyer, transferee, assignee or disponee to obtain a covenant in the form of this Deed Poll from any subsequent buyer, transferee assignee or disponee agreeing to be bound by the terms of this Deed Poll; or

    (b) lease the Land without first requiring the tenant to agree to be bound by the terms of this Deed Poll.

15. The New Owner acknowledges that the Developer has the right to vary, exclude or elect not to enforce any of the Building Covenants in respect of any land within the Estate. The New Owner specifically absolves the Developer from any liability of any nature or action taken in varying, electing not to enforce or excluding any of the Building Covenants.

16. The New Owner acknowledges that, in its absolute discretion, the Developer:

    (a) may vary, exclude or elect not to enforce the Building Covenants; and

    (b) interpret the Building Covenants and the intent of the Building Covenants,

    in respect of any land within the Estate and against other owners in the Estate in any way it determines and the New Owner acknowledges and agrees that:

    (a) there is no implied term in this deed that the Developer will enforce the Building Covenants against any particular owner in any particular circumstances;

    (b) the enforcement of the Building Covenants is not a benefit intended for the New Owner and the New Owner will not be entitled to sue the Developer under section 55 of the *Property Law Act 1974 (Qld)* or similar legislation or otherwise in respect of the Developer's failure to enforce the Building Covenants in any particular case;

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(c) it will not sue the Developer or otherwise Object in respect of the Developer's agreement in any particular case to relax or change the Building Covenants or the Developer's failure or partial failure to enforce the Building Covenants; and

(d) the Building Covenants referred to in this clause 16 may or may not be the same as the Building Covenants in this deed and all references to Building Covenants in this clause 16 are the Building Covenants required by the Developer from time to time for any part of the Estate and as may be varied by the Developer from time to time.

17. The New Owner must not Object to the Developer exercising any of its rights under clause 16 and releases the Developer from any Claim resulting from the Developer exercising those rights.

18. Notwithstanding clause 16, the Developer may not vary the Building Covenants which apply to the New Owner and the Land pursuant to this deed.

19. The New Owner acknowledges that it is bound by the terms of the Building Covenants and Development Approval and is responsible for all costs incurred by the Developer in the enforcement or attempted enforcement of the Building Covenants and Development Approval and that it will be subject to legal action for rectification costs, damages, legal costs (on a full indemnity basis) fines and punitive penalties for any breach of the Building Covenants, Development Approval and Preliminary Approval.

20. Retaining Walls

20.1 The New Owner agrees that it is the New Owner's responsibility to (and the New Owner agrees that it will) have a relevantly qualified professional inspect and maintain all retaining walls affecting the Land at regular intervals.

20.2 The New Owner agrees that it must not change or alter any retaining walls that have been installed by or on behalf of the Developer unless a relevantly qualified professional determines that they have come to the end of their useful life and need replacement.

20.3 The New Owner acknowledges that structural advice regarding the retaining walls should be obtained by the New Owner from a relevantly qualified professional in the event that any dwellings or other structures are proposed to be constructed on the Land in a location adjacent to or near retaining walls installed by or on behalf of the Developer.

21. For the purposes of this Deed Poll:

(a) “Claim” means any cost, claim, demand, obligation, remedy, damage, loss, action, proceeding, claim for compensation, requisition or objection, whichever is applicable.

(b) “Development Approval” means the development approval for that stage or part of the Estate that includes the Land issued by the Local Government which at the Contract Date is a Development Application Decision Notice dated 29 May 2017 with Application No 25/2013/PDA for reconfiguration of a lot with a Plan of Development (as may be amended) a copy of which may be obtained from the Seller's Agent.

(c) "Government Agencies" means any government and any governmental body whether:

(i) legislative, judicial or administrative;

(ii) a department, commission, authority, tribunal, agency or entity; or

(iii) Commonwealth, state, territorial or local.

(d) “Law” includes:

(i) the provisions of a statute, rule, regulation, proclamation, ordinance, or by-law, present or future, whether state, federal or otherwise; and

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(ii) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

(e) "NBN Co" means NBN Co Limited ABN 86 136 533 741.

(f) “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.

(g) "Operational Works Approval" means all operational works approvals associated with the Development Approval.

22. Queensland Law applies to this Deed. The parties submit themselves to the jurisdiction of the courts of Queensland.

23. This Deed Poll takes effect from the date the New Owner has effected settlement of the contract of sale to buy the Land.

24. The New Owner must give to the Developer a copy of this signed and witnessed Deed Poll.

DATED THIS _____ 20___

SIGNED AS A DEED POLL

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

_____

New Owner’s Signature/s

_____

Witness

THE NEW OWNER’S SIGNATURE MUST BE WITNESSED

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DEED POLL
ANNEXURE "A" – BUILDING COVENANTS

(Follows this page)

[NOTE: Insert Building Covenants behind this page when on-selling and preparing this Deed Poll for signing]

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ANNEXURE "D"

EASEMENT SCHEDULE

Lot No. on SP291456	Easement Location on SP291456[1]	Dealing No.	Favouree	Purpose	Type – Private or In Gross
41	C	718344921	Central SEQ Distributor-Retailer Authority	Sewerage[2]	In gross
63	D	718344921	Central SEQ Distributor-Retailer Authority	Sewerage[2]	In gross
65	E	718344921	Central SEQ Distributor-Retailer Authority	Sewerage[2]	In gross

[1]Refer to the Survey Plan for the location of the easements.

[2]The terms of the sewerage easements are on the standard terms required by Central SEQ Distributor-Retailer Authority (Queensland Urban Utilities).

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ANNEXURE "E"

SURVEY PLAN

(follows this page)

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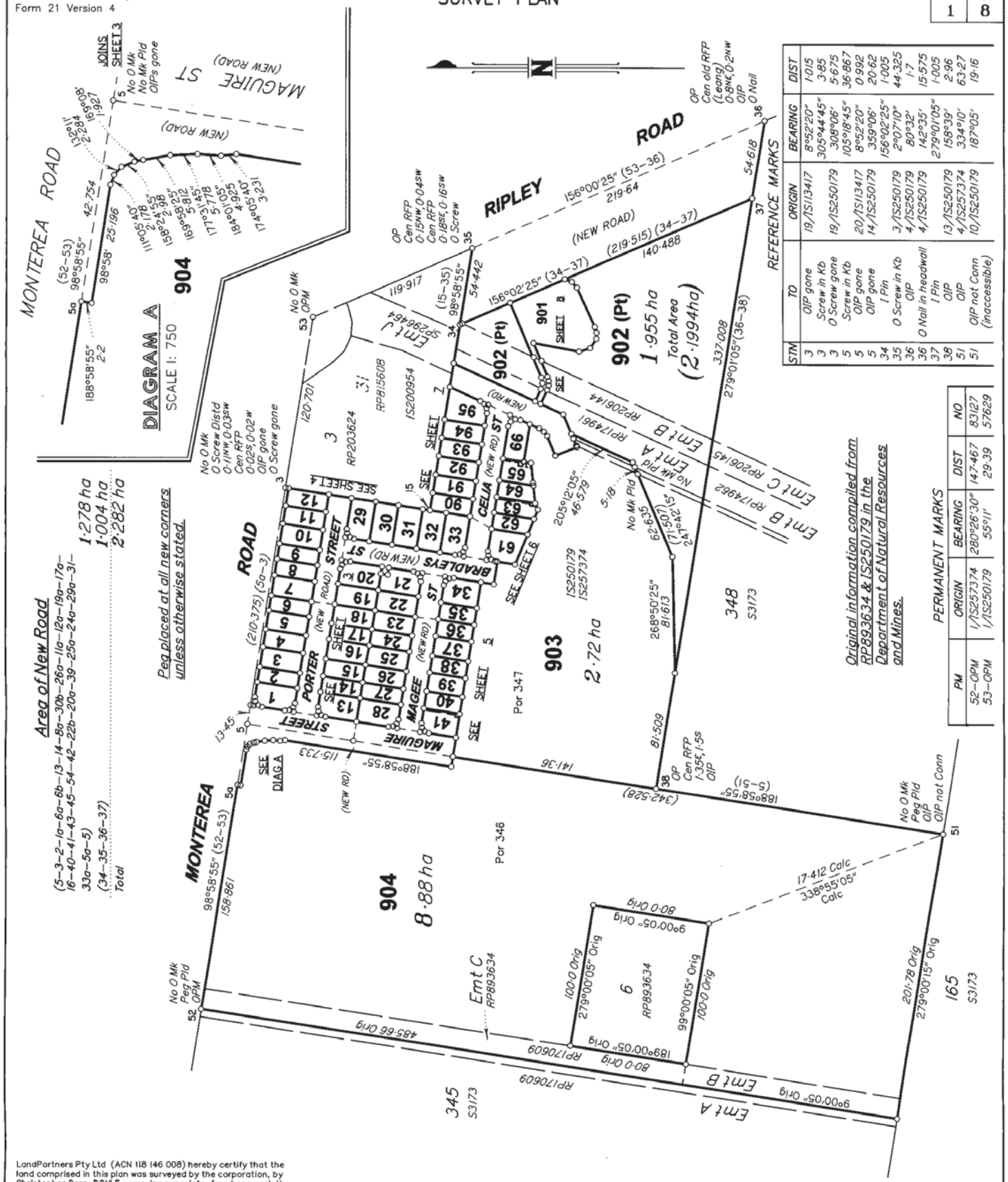
Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet 1 of 8



STN	TO	ORIGIN	BEARING	DIST
3	OIP gone	19/IS113417	8°52'20"	1·015
3	Screw in Kb		305°44'45"	3·85
3	O Screw gone	19/IS250179	308°06'	5·675
5	Screw in Kb		105°18'45"	36·867
5	OIP gone	20/IS113417	8°52'20"	0·992
5	OIP gone	14/IS250179	359°06'	20·62
5	I Pin		156°02'25"	1·005
34	O Screw in Kb	3/IS250179	2°07'10"	44·325
35	OIP	4/IS250179	80°32'	1·7
36	O Nail in headwall	4/IS250179	142°35'	15·575
37	I Pin		279°01'05"	1·005
38	OIP	13/IS250179	158°39'	2·96
51	OIP	4/IS257374	334°10'	63·27
51	OIP not Conn (inaccessible)	10/IS250179	187°05'	19·16

PM	ORIGIN	BEARING	DIST	NO
52—OPM	1/IS257374	280°26'30"	147·467	83127
53—OPM	1/IS250179	55°11'	29·39	57629

LandPartners Pty Ltd (ACN 118 146 008) hereby certify that the land comprised in this plan was surveyed by the corporation, by Christopher Garry DOYLE surveying associate, for whose work the corporation accepts responsibility, under the supervision of Graham James LINDSAY, 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 19/07/2017.

Director

Director

28.7.2017
Date

0m 125m 250m 375m
0 50 mm 100 mm 150 mm

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Plan of Lots 1–41, 61–66, 90–95 & 901–904 and **Easement C** in Lot 41, **Easement D** in Lot 63 & **Easement E** in Lot 65

Cancelling Lot 2 on RP58173 & Lot 346 on RP893634

LOCAL GOVERNMENT: IPSWICH C.C. LOCALITY: RIPLEY

Meridian: MGA (Zone 56) vide Meridian Table

Survey Records: No

Scale: 1:2500

Format: STANDARD

SP291456

BRSS6944.001-001G 69440184

Copyright protects the plan/s being ordered by you. Unauthorised reproduction or amendments are not permitted.

Land Title Act 1994 ; Land Act 1994
Form 21B Version 1

718344865

BE 400 NT

$5858.00
19/10/2017 15:50

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

Sheet 2 of 8

5. Lodged by

Lodger Code 88A

HWL Ebsworth Lawyers
Level 19, 480 Queen Street,
Brisbane Q 4000
GPO Box 2033, Brisbane Q 4001
Ph: (07) 3169 4700 Fax: 1300 368 717
REF= JJE=MKF= 649369
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We GERARD JOSEPH MCHALE
PATRICK JOHN MCHALE
MONTEREA LAND HOLDINGS PTY LTD
A.C.N. 605 621 609

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* ~~as Lessees of this land agree to this plan~~.

Signature of *Registered Owners *~~Lessees~~

Gerard Joseph McHale by his attorney Jonathan James East, Partner of HWL Ebsworth Lawyers, under power of attorney No. 717961571

Patrick John McHale by his attorney Jonathan James East, Partner of HWL Ebsworth Lawyers, under power of attorney No. 717961571

Monterea Land Holdings Pty Ltd ACN 605 621 609

Director

Director

* Rule out whichever is inapplicable

2. Planning Body Approval.

*Ipswich City Council as delegate for Economic Development Queensland hereby approves this plan in accordance with the :

% Economic Development Act 2012

Dated this 18th day of October 2017

Authorised Local Government Officer

SNR TECHNICAL SUPPORT OFFICERS.

* Insert the name of the Planning Body.
• Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File :
Local Govt : 6405/17/SSPRV
Surveyor : BRSS6944.001

6.

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
12159059	Lot 2 on RP58173	1–41, 61–66, 90–95 & 901–903	New Rd	Emts C–E
50116903	Lot 346 on RP893634	904	New Rd	–

ENCUMBRANCE EASEMENT ALLOCATION

Easement	Lots To Be Encumbered
601868383 (Emt A on RP174961)	901–903
601868384 (Emt B on RP206144)	901–903
601868387 (Emt B on RP170609)	904
701187458 (Emt C on RP893634)	904

BENEFIT EASEMENT ALLOCATION

Easement	Lots Fully Benefited	Lots Partially Benefited
601868386 (Emt A on RP170609)	904	–

Easement A on RP174961 (601868383) & Easement B on RP206144 (601868384) partially absorbed by new road.

Lots	Orig
904	Por 346
1–41, 61–66, 90–95 & 901–903	Por 347

7. Orig Grant Allocation :

8. Passed & Endorsed : 3.8.2017

By : LandPartners Pty Ltd
Date : ~~28.7.2017~~
Signed :
Designation : Liaison Officer

9. 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

10. Lodgement Fees :

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

11. Insert Plan Number SP291456

BRSS6944.001-001G 694401B4

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 3 of 8

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	Screw in Kb	20/TSI/3417 14/TS250179	152°3'40"	2.525
5	Screw in Kb		105°18'45"	36·867
5	OIP gone		8°52'20"	0·992
5	OIP gone		359°06'	20·62
6	Screw in Kb		305°20'10"	3·535
8	Screw in Kb		249°40'10"	3·755

SCALE 1: 400

0m 20m 40m 60m
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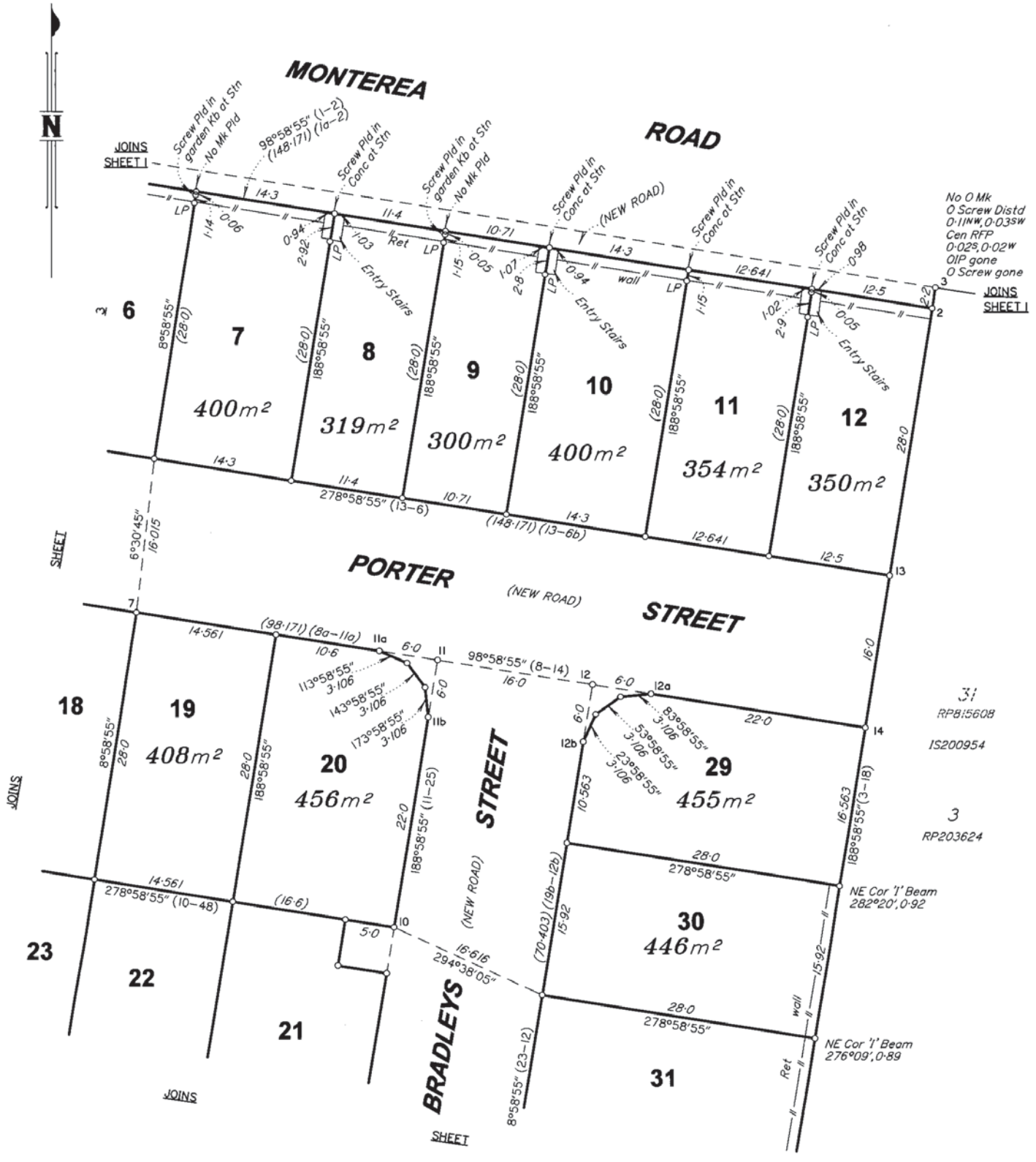
Insert Plan Number SP291456

BRSS6944.001–001G 69440IB4



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
3	OIP gone	19/IS113417	8°52'20"	1·015
3	O Screw gone	19/IS250179	308°06'	5·675
3	Screw in Kb		305°44'45"	3·85
11	Screw in Kb		9°53'15"	2·27
12	Screw in Kb		21°45'05"	2·665
13	Screw in Kb		238°35'	6·34
14	Screw in Kb		319°27'30"	6·37

SCALE 1:400

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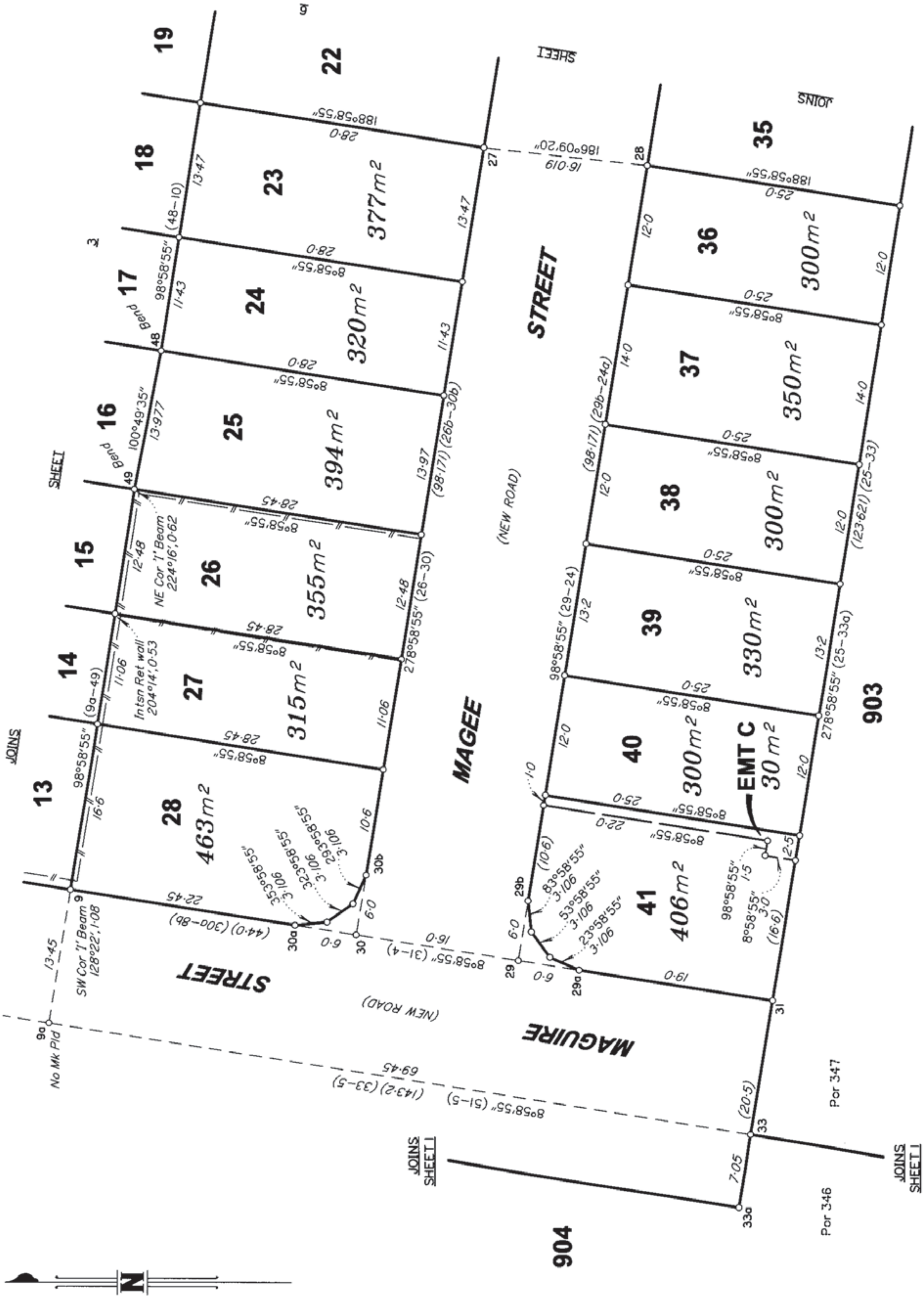
0 50mm 100mm 150mm

State copyright reserved

Insert Plan Number SP291456

ADDITIONAL SHEET



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
29	Screw in Kb		245°56'	4·155
30	Screw in Kb		176°05'30"	2·795
31	Screw in Kb		281°0'	4·12

SCALE 1: 400

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BRSS6944.001-001G 69440IB4

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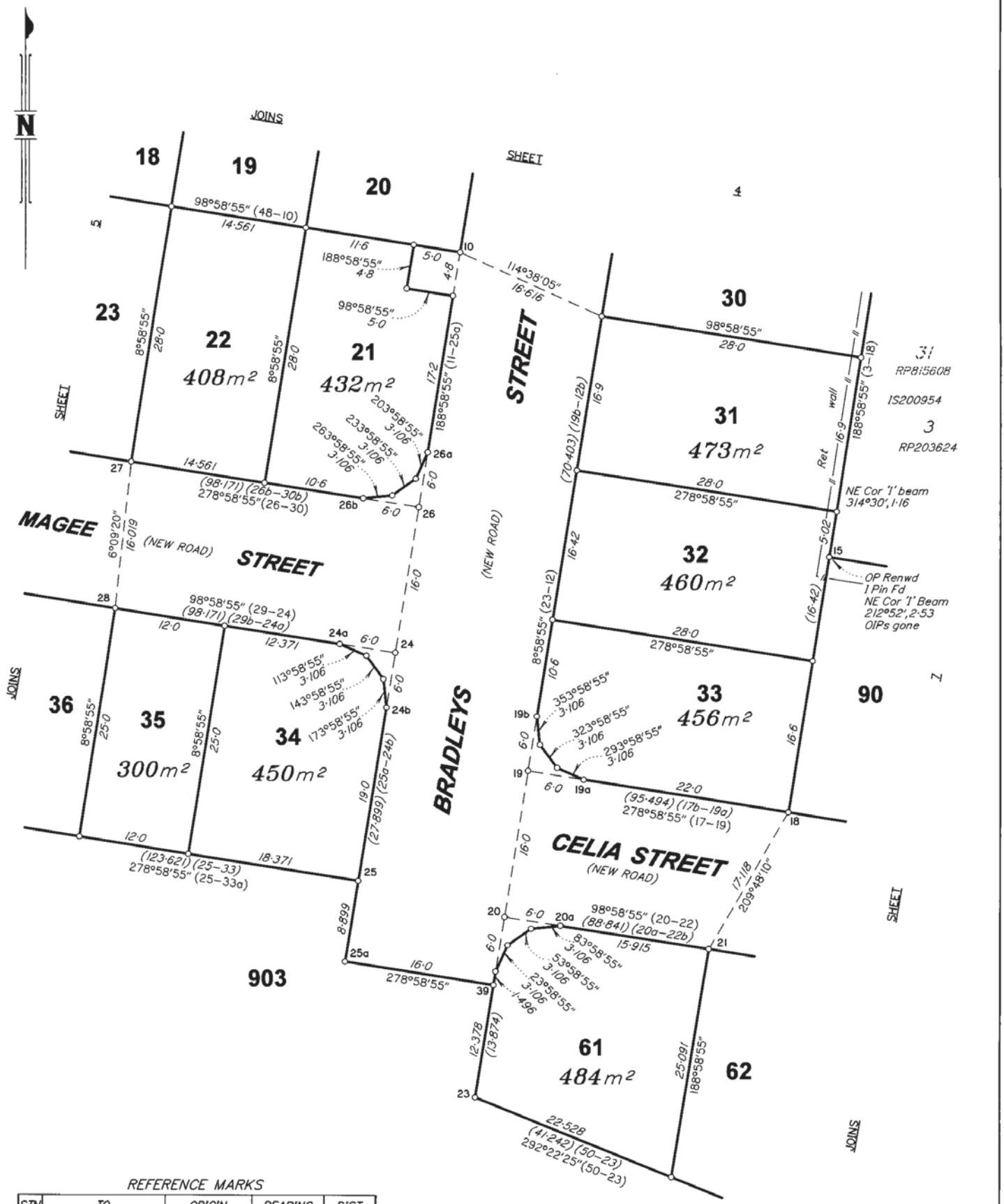
Insert Plan Number SP291456

ADDITIONAL SHEET



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
15	I Pin Fd		74°02'	1·0
15	OIP gone	10/IS200954	127°26'20"	4·001
15	OIP gone	8/IS257374	301°23'	23·01
19	Screw in Kb		172°25'30"	2·87
20	Screw in Kb		17°53'	2·59
24	Screw in Kb		57°35'45"	1·68
25a	Screw in Kb		98°49'15"	4·13
26	Screw in Kb		61°25'	4·32

SCALE 1: 400

0m 20m 40m 60m
0 50 mm 100 mm 150 mm

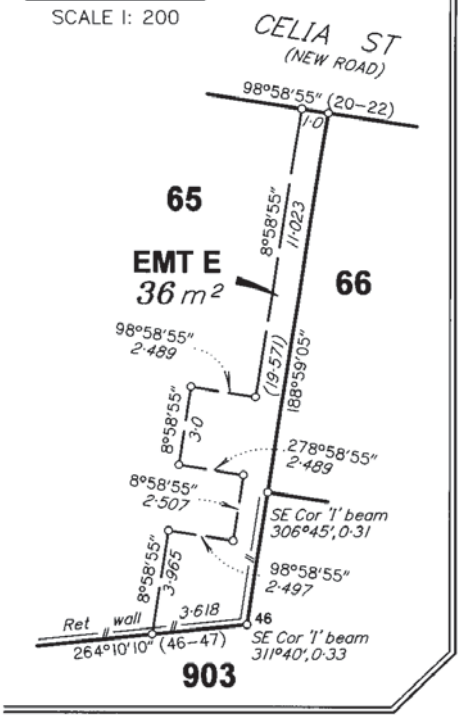
BRSS6944.001–001G 694401B4

State copyright reserved

Insert Plan Number SP291456

DIAGRAM B

SCALE 1: 200

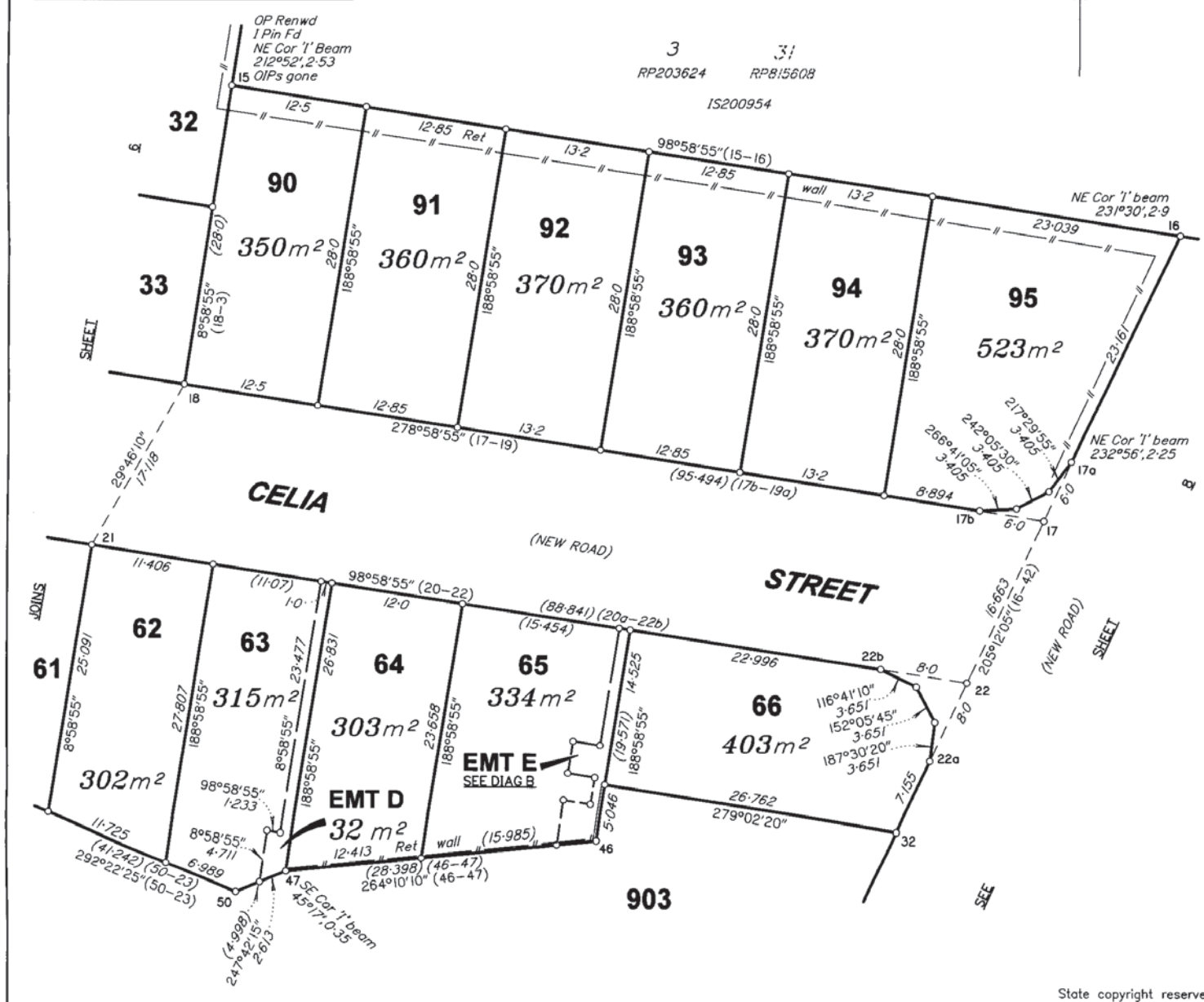


REINSTATEMENT REPORT

- Plans Searched – IS257374, IS250179, IS200954, IS113417, RP206144, RP203624, RP174961 and RP58173
- Reinstatement follows IS257374, which has fixed the underlying reinstatement
- Station 5and 3 survey marks and occupation are gone or disturbed due to road widening construction on Monterea Road
- OPM 57629 measured and fixed off Station 53 to reinstate original northern boundary. Good agreement found with IS257374
- Original marks along western side of Ripley Road, Southern boundary and western boundary of Lot 2 on RP58173 found to be in good agreement with reinstatement on IS257374
- Connection to datum and meridian confirmation fixed with 4 hour AUSPOS measurement on OPM83127 and new pin referenced off Station 37

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
15	I Pin Fd		74°02'	1·0
15	OIP gone	10/IS200954	127°26'20"	4·001
15	OIP gone	8/IS257374	301°23'	23·01
16	Screw in Kb		168°00'40"	6·785
17	Screw in Kb		163°03'	2·737
22	Screw in Kb		6°14'	0·45



SCALE 1: 400

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0 50 mm 100 mm 150 mm

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Insert Plan Number SP291456

BRSS6944.001-001G 694401B4

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

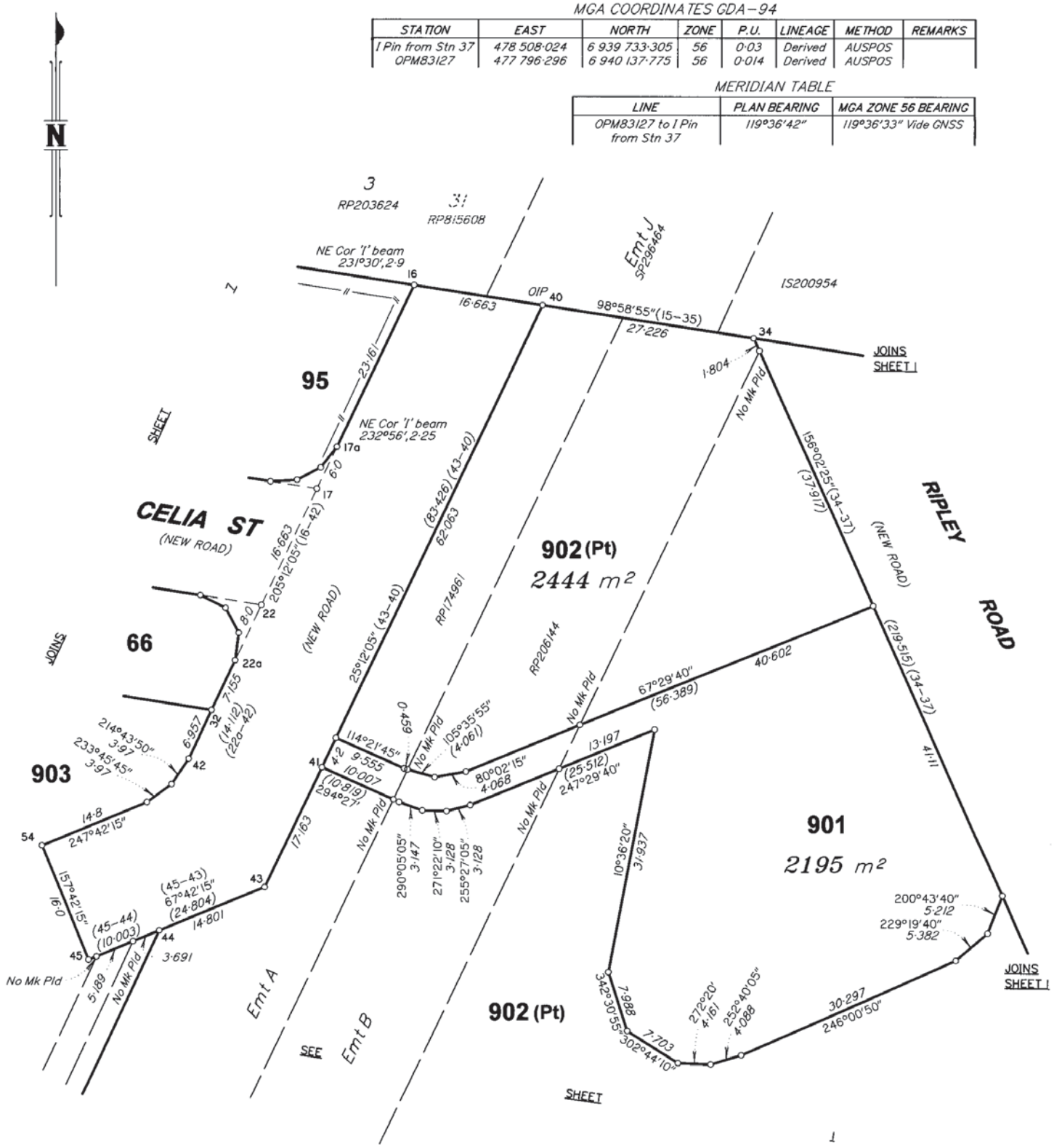
Sheet 8 of 8

MGA COORDINATES GDA–94

STATION	EAST	NORTH	ZONE	P.U.	LINEAGE	METHOD	REMARKS
I Pin from Stn 37	478 508·024	6 939 733·305	56	0·03	Derived	AUSPOS	
OPM83127	477 796·296	6 940 137·775	56	0·014	Derived	AUSPOS	

MERIDIAN TABLE

LINE	PLAN BEARING	MGA ZONE 56 BEARING
OPM83127 to I Pin from Stn 37	119°36'42"	119°36'33" Vide GNSS



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	
16	Screw in Kb		168°00'40"	6·785	
17	Screw in Kb		163°03'	2·737	
22	Screw in Kb		6°14'	0·45	
24	Screw in Kb		57°35'45"	1·68	
25a	Screw in Kb		98°49'15"	4·13	
26	Screw in Kb		61°25'	4·32	
29	Screw in Kb		245°56'	4·155	
30	Screw in Kb		176°05'30"	2·795	
31	Screw in Kb		281°0'	4·12	
34	I Pin		156°02'25"	1·005	
40	OIP	2/RP206144	98°58'55"	7·81	New Conn
41	Screw in Kb		279°57'	4·29	
43	I Pin		116°16'	14·11	
45	Screw in Kb		316°18'40"	6·7	
54	Screw in Kb		101°39'30"	6·69	

SCALE 1:500

0m 25m 50m 75m
0 50 mm 100 mm 150 mm

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Insert Plan Number SP291456

BRS56944.001–001H 69440IB6

DEED OF GUARANTEE AND INDEMNITY
("Guarantee and Indemnity")

TO: **Gerard Joseph McHale and Patrick John McHale** of PO Box 3175, Rouse Hill, NSW, 2155

(**"Seller"**)

RE: **Contract for the sale and purchase of the Land to be made between the Seller and the Buyer**

(**"Contract"**)

LAND: Lot _____ on SP291456 in "Monterea Ripley", Ripley, Qld, 4306

(**"Land"**)

BUYER: _____

(**"Buyer"**)

FROM: *Guarantor 1 Name* .....

Guarantor 1 Address .....

FROM: *Guarantor 2 Name* .....

Guarantor 2 Address .....

FROM: *Guarantor 3 Name* .....

Guarantor 3 Address .....

(severally and collectively "Guarantor")

1. In consideration of the Seller agreeing at the request of the Guarantor to enter into the Contract, the Guarantor:

   (a) unconditionally and irrevocably guarantees to the Seller on demand the due and punctual performance by the Buyer of all of its obligations under the Contract;

   (b) as a separate undertaking, agrees to unconditionally and irrevocably indemnify the Seller against all liability, damages, costs, expenses and losses of any kind and howsoever arising (including penalties, fines, interest, duties, fees, taxes or legal fees on a full indemnity basis) which the Seller may suffer as a result of or arising directly or indirectly out of:

      (i) any default, breach or non-compliance by the Buyer of the Contract;

      (ii) a breach by the Buyer of a promise, representation, warranty or the like by the Buyer in the Contract or otherwise, including any promise, representation, warranty or the like which was incorrect or misleading when made;

      (iii) any failure by the Buyer to strictly observe a term or obligation of the Contract;

   (c) settlement of the Contract not occurring or not taking effect;

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(d) the Buyer having no obligations, being relieved of any obligations or any obligations of the Buyer becoming unenforceable under the Contract; or

(e) making, enforcing and doing anything in connection with this Guarantee and Indemnity.

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

(a) termination of the Contract by the Seller as a result of any default or breach by the Buyer;

(b) insolvency, bankruptcy, death, incompetency or winding up of the Buyer or of any Guarantor;

(c) assignment of the Contract by the Buyer or the Seller;

(d) grant of time or other concession to the Buyer by the Seller or to the Seller by the Buyer;

(e) compromise, waiver, variation or novation of any of the rights of the Seller against the Buyer under the Contract;

(f) delay by the Seller in exercising its rights or if the Seller does not sue the Buyer;

(g) acquiescence, acts, omissions or mistakes on the part of the Seller;

(h) purported rights of the Seller against the Buyer under the Contract being invalid, void or unenforceable for any reason including by operation of law or statute;

(i) future variations or alterations to the Contract agreed between the Buyer and the Seller, regardless of whether the Guarantor has first consented to the variation or alteration and regardless of any prejudice to the Guarantor arising from that variation or alteration;

(j) other person who was named, intended or required to enter into this Guarantee and Indemnity has not done so or has not done so effectively;

(k) waiver or other indulgence or the discharge or release of a Buyer or any other person from any obligation;

(l) guarantee and indemnity by any other person who has entered into this Guarantee and Indemnity not being, for any reason whatsoever, enforceable; or

(m) other acts, omission, thing or matter whatsoever which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations as surety.

3. This Guarantee and Indemnity:

(a) extends to cover the Contract as amended, varied or replaced, whether with or without the consent of the Guarantor; and

(b) is a continuing guarantee and indemnity and, despite settlement, remains in full force and effect for as long as the Buyer has any liability or obligation to the Seller under the Contract and until all of those liabilities or obligations have been fully discharged.

4. The Guarantor represents to the Seller that before the Guarantor entered into this Guarantee and Indemnity the Guarantor has read this Guarantee and Indemnity, the Contract and any other associated documents and has been given the opportunity to take and has taken whatever legal and other advice the Guarantor considered necessary.

5. The Seller may assign its rights under this Guarantee and Indemnity without affecting or discharging the Guarantor's liability as surety in any way.

6. The Seller does not have to sue the Buyer or enforce any rights against any person before claiming under this Guarantee and Indemnity.

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7. Money paid to the Seller by the Guarantor must be applied first against payment of costs, charges and expenses under clause 1(b) then against other obligations under this Guarantee and Indemnity.

8. This Guarantee and Indemnity binds each Guarantor individually and all of them jointly.

9. This Guarantee and Indemnity is a separate, collateral instrument to the Contract.

10. If there is any ambiguity in this Guarantee and Indemnity, it is to be interpreted in favour of the Seller. Any void, voidable or illegal term of this Guarantee and Indemnity is to be read down or severed leaving the balance operable.

11. Any terms defined in the Contract have the same meaning when used in this Guarantee and Indemnity. The use of the word "including" (and any similar expression) is not used as a word of limitation.

12. Clauses 10.4 and 10.9 of the Terms of Contract in the Contract apply to this Guarantee and Indemnity as if they were stated in it (but as if references to "Contract" were to "Guarantee and Indemnity").

13. The Guarantor acknowledges and agrees that this Guarantee and Indemnity was signed by the Guarantor before the Seller signed the Contract.

Guarantor's Signature – Signed as a Deed

WARNING: If you sign as Guarantor then you are agreeing to be liable for the performance of the Buyer under the Contract.

SIGNED SEALED AND DELIVERED by)
Guarantor 1 named above in the presence of:) .....
FULL SIGNATURE – GUARANTOR 1

.....
Witness **[MUST WITNESS]**

SIGNED SEALED AND DELIVERED by Guarantor) .....
2 named above in the presence of:)
FULL SIGNATURE – GUARANTOR 2

.....
Witness **[MUST WITNESS]**

SIGNED SEALED AND DELIVERED by Guarantor) .....
3 named above in the presence of:)
FULL SIGNATURE – GUARANTOR 3

.....
Witness **[MUST WITNESS]**

Note:
1. **All directors of a Buyer company must sign this Guarantee and Indemnity;**
2. **All trustees of the Buyer in their personal capacity, in the case of the Buyer being an individual trustee of the trust, must sign this Guarantee and Indemnity;**
3. **Any other person required by the Seller must sign this Guarantee and Indemnity; and**
4. **The signing of this Guarantee and Indemnity must be witnessed. Witnesses must be 18 years or over and not a co-guarantor or Party to the Contract.**

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