

Contract for Houses and Residential Land

Sixteenth 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:

10/08/2020

SELLER'S AGENT

NAME:	EQUITY AUSTRALIA PROPERTY GROUP		
ABN:		LICENCE NO:	3558524
ADDRESS:	PO BOX 306		
SUBURB:	SANCTUARY COVE	STATE:	QLD POSTCODE: 4212
PHONE:	MOBILE:	FAX:	EMAIL:
	0444 536 945		HELLO@EQUITYAUSTRALIA.COM.AU

Client No:	3 43 59 67	Duties Act 2001
Transaction No:	5 19 749 261	
Duty Paid \$	16,275.00	<input type="checkbox"/> Exempt
UTI \$	NIL	
Date:	31/08/2020	Signed: 

SELLER

NAME:	CAMERON WILLIAM BROOK STARKEY AS TRUSTEE UNDER INSTRUMENT 719158668			ABN:	
ADDRESS:	7412 ELLENSBROOK DRIVE				
SUBURB:	HOPE ISLAND	STATE:	QLD	POSTCODE:	4212
PHONE:	MOBILE:	FAX:	EMAIL:		

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

SELLER'S SOLICITOR

or any other solicitor notified to the Buyer

NAME:	AFFINITY LAWYERS		
REF:		CONTACT:	
ADDRESS:	PO BOX 1635		
SUBURB:	RUNAWAY BAY	STATE:	QLD POSTCODE: 4216
PHONE:	MOBILE:	FAX:	EMAIL:
07 5563 8970		07 5563 9192	ADMIN@AFFINITYLAWYERS.COM.AU

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

BUYER

NAME:	METRE INVESTMENTS PTY LTD ACN 169 391 084 AS TRUSTEE OF THE TOM BUTLER SUPERANNUATION FUND			ABN:	
ADDRESS:	410/1 HART STREET				
SUBURB:	ASHMORE	STATE:	QLD	POSTCODE:	4214
PHONE:	MOBILE:	FAX:	EMAIL:		
	0417 766 840				

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

BUYER'S AGENT (If applicable)

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

BUYER'S SOLICITOR

■ or any other solicitor notified to the Seller

NAME:	ANDREW WHELDON SOLICITORS				
REF:		CONTACT:			
ADDRESS:	2/538 SOUTHPINE ROAD				
SUBURB:	EVERTON PARK	STATE:	QLD	POSTCODE:	4053
PHONE:	MOBILE:	FAX:	EMAIL:		
07 3855 88800			OFFICE@ANDREWWHELDON.COM.AU		

PROPERTY

Land:	ADDRESS:	8 BELLARA STREET			
	SUBURB:	ASHMORE	STATE:	QLD	POSTCODE: 4214
		<input type="checkbox"/> Built On	<input checked="" type="checkbox"/> Vacant		
Description:	Lot: 1				
	On: SP315647				
Title Reference:	51224583				
Area:	804SQM	■ more or less	Land sold as:	<input checked="" type="checkbox"/> Freehold	<input type="checkbox"/> Leasehold
	■ If neither is selected, the land is treated as being Freehold				
Present Use:	RESIDENTIAL VACANT LAND				
Local Government:	GOLD COAST CITY COUNCIL				

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Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder: AFFINITY LAWYERS

Deposit Holder's Trust Account: AFFINITY LAWYERS LAW PRACTICE TRUST ACCOUNT

Bank: WESTPAC

BSB: 034 292

Account No: 370374

Purchase Price: \$ 510,000.00

Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 1,000.00

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ 50,000.00

Balance Deposit (if any) payable on: Contract Signing

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: \$

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

Financier:

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

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.

ALL STATUTORY ENCUMBRANCES AND SUBJECT ALWAYS TO ANY TITLE ENCUMBRANCES REFER TO SURVEY PLAN AND SPECIAL CONDITIONS

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:

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

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

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

Managing Agent:

AGENCY NAME:

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

■ **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.

Q2. If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for 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)

■ **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.**

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

Yes

No

POOL SAFETY INSPECTOR

Pool Safety Inspector:

■ **The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.**

Pool Safety Inspection Date:

■ **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

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

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

Installed in the residence

Not installed in the residence

■ **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.]

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

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

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

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

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

THE ATTACHED ANNEXURE 'A' SPECIAL CONDITIONS AND SCHEDULES FORM PART OF THIS CONTRACT

SETTLEMENT

SETTLEMENT DATE:	21 DAYS FROM THE CONTRACT DATE	▪ or the next Business Day if that is not a Business Day in the Place for Settlement.
PLACE FOR SETTLEMENT:	AS NOMINATED BY THE SELLER	▪ 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.

DocuSigned by:
 BUYER: Dean Woods
 05F258154F014F9...

WITNESS: _____

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

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

SELLER: [Signature]

WITNESS: [Signature]

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

WITNESS: _____
 [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 paid by the Buyer, 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:

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- (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;
- (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 section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days 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.
- 2.5 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;

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- (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the 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).
- (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.

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- (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 Delay Event but does not apply where the inability is attributable to:
 (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.

- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.

- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.

- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.

- (5) When the Suspension Period ends, whether notice under clause 6.2(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) "Delay Event" means:

- (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 (ii) riot, civil commotion, war, invasion or a terrorist act;
 (iii) an imminent threat of an event in paragraphs (i) or (ii); or
 (iv) compliance with any lawful direction or order by a Government Agency;

- (c) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;

- (d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;

- (e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

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7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller 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 7.6(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.

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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 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 law or in equity, 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.

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- (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.

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 using the same ELNO System 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(3)) 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 or otherwise 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).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c),(e) and (f); and
 - (b) clause 2.5(5)(d) and (e),
 (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

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11.4 Computer System Unavailable

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

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:
 - (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 the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (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 the relevant ELNO System 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 an ELNO System.

"Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System 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.

"Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, 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.

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

LAND TITLE ACT 1994

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Title Reference : 51224583

This is the current status of the title as at 14:45 on 23/07/2020

REGISTERED OWNER

Dealing No: 720143961 08/07/2020

CAMERON WILLIAM BROOK STARKEY
TRUSTEE
UNDER INSTRUMENT 719517252

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 315647
Local Government: GOLD COAST

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 12655176 (POR 34)
2. MORTGAGE No 719517253 16/07/2019 at 16:25
ACQUIRE CAPITAL #7 PTY LTD A.C.N. 617 530 720
3. EASEMENT IN GROSS No 720143967 08/07/2020 at 12:52
burdening the land
COUNCIL OF THE CITY OF GOLD COAST
over
EASEMENT A ON SP315647

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

DEALINGS REGISTERED
720143967 EAS IN GROSS

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

EV Dann
Registrar of Titles and Registrar of Water Allocations

Lodgement No: 4752993

Office: BRISBANE
Email: admin@asurvey.com.au
ALAN SULLIVAN & ASSOCIATES
PO BOX 3852
BURLEIGH TOWN QLD 4220
CONTACT PERSON: ALAN SULLIVAN

Annexure 'A' Special Conditions

1. Additional Definitions

- 1.1 Unless otherwise provided or unless there is something inconsistent in the subject matter the following expressions have the meanings assigned to them:

'Approvals' means all approvals, consents, permissions and licences of all relevant Authorities which must be obtained to enable the lawful registration of the Survey Plan and creation of the Title.

'Authority' means any:

- a) Government in any jurisdiction, whether Federal, State, Territorial or Local;
- b) Provider of public utility services, whether statutory or not; and
- c) Other person, authority, instrumentality or body, having jurisdiction, rights, powers, duties or responsibilities over the Land or any part of it or anything in relation to it.

'Contract' means this contract which consists of and includes the following documents which have been provided to the Buyer:

- a) Contract for Houses and Residential Land;
- b) Special conditions; and
- c) Proposed plan of the Land.

'Sunset Date' means—the day six (6) months from the Contract date.

'Site Plan' means:

- (a) generally in accordance with the plan annexed;

'Title' means a separate indefeasible freehold title for the Land issued by the Land Titles Office with respect to proposed Lot 1 containing an area of 804m².

2. Deletions and Amendments to the conditions of the Contract for Houses and Residential Land

The Seller and the Buyer agree that the conditions of the Contract for Houses and Residential Land Sixteenth Edition are amended as follows:

- 2.1 Clause 2.3 (Investment of Deposit) is hereby deleted.
- 2.2 Clause 4 (Building and Pest Inspection Reports) is hereby deleted.
- 2.3 Clause 5.4 (Assignment of covenants and warranties) is hereby deleted.
- 2.4 Clause 7.5(2), (3) and (4) (Survey and Mistake) are hereby deleted.
- 2.5 Clause 8.1 (Risk) is hereby deleted.
- 2.6 Clause 8.4 (Information Regarding the Property) is hereby deleted.

3. Development Approval Conditions

- 3.1 Attached hereto are the documents itemised below. The Buyer shall not make any objection or claim for compensation nor have any right of rescission in relation to any matters disclosed therein.

- (a) Decision Notice Conditions.



4. Settlement

4.1 In the event that the Seller is unable to settle the property on or before the agreed Settlement date under the contract, it is agreed between the parties that the Seller may extend the Settlement Date by a period of fourteen (14) days.

5. Alterations to the Land Sellers Warranty

5.1 The Seller may alter the Land and any adjoining land in any way required:

- (a) under the Approvals;
- (b) in order to obtain the Title; or
- (c) by the Seller.

5.2 The Buyer must not make any objection, requisition, claim for compensation or damages or other relief (including issuing any proceedings for injunctions or damages) or terminate this Contract because of an alteration made pursuant to clause 5.1.

5.3 The Seller may register any Easements or other Encumbrances over the Land or land adjoining the Land which are:

- (a) required by the Approvals or any Authority, provided that they do not materially and adversely affect the value of the Land; or
- (b) shown on the plan annexed hereto.

5.4 The Buyer must not make any objection, requisition, claim for compensation or damages or other relief (including issuing any proceedings for injunction or damages) or terminate this Contract because of:


- (a) any easements or other Encumbrances on the Land allowed under clause 5;
- (b) any Minor Variation in the dimensions or area of the Land; or
- (c) any Variation to the location and/or size of the retaining wall to be built/ or built on the lot, for avoidance of doubt, this includes any Variation that may cause the Buyer to be materially prejudiced.

5.5 In clause 5.4, a 'Minor Variation' is a variation of:

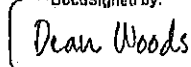
- (a) 5% or less in the area of the Land as shown on the plan annexed hereto; or
- (b) 2.5% or less in the linear dimensions of the Land as shown on the plan annexed hereto.

5.6 In clause 5.4, a 'Variation that may cause the Buyer to be Materially Prejudiced' is a variation that:

- (a) is not a Minor Variation as described above in clause 5.5.



Seller

DocuSigned by:


Buyer

6. Land Tax

- 6.1 If at Settlement there is no separate land tax valuation for the proposed lot, then the amount of land tax to be apportioned and adjusted must be calculated on the proportion, by area, that the parent lot bears to the land in respect of which the Land tax valuation has been issued.
- 6.2 If, at Settlement, the Buyer is unable to obtain a land tax clearance certificate, then the land tax must be adjusted at Settlement on the basis that it has been paid.
- 6.3 The Buyer must accept an undertaking by the Seller, which is hereby given, that the Seller will pay the same and the Buyer must not object or require a retention from the settlement funds or require payment to be made to the Office of State Revenue from the settlement funds at Settlement in order to obtain a land tax clearance certificate.

7. GST Margin Scheme

- 7.1 In this clause 'GST' refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ('GST Act') and the terms used have meanings as defined in the GST Act.
- 7.2 The parties agree that to the extent permitted by law, the Property will be supplied by the Seller under the margin scheme pursuant to Division 75 of the GST Act.

8. Risk

- 8.1 The Property is at the Buyer's risk from 4.00pm on the Settlement Date or upon settlement.

9. No objections by Buyer

- 9.1 The Buyer agrees that it will not make any objection, requisition, claim for compensation or damages or other relief (including issuing any proceedings for injunction or damages) or terminate this Contract in relation to the Seller's:

(a) Application for consent or approval to any Authority in relation to:

- i. Construction on, development of and subdivision of; or
- ii. Marketing activities on and sale of;

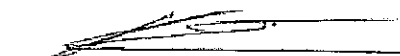
over any land or part of the land adjoining or in the vicinity of the Land.

10. No Caveat

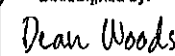
- 10.1 Unless this Contract is an instalment contract pursuant to Section 74 of the *Property Law Act 1974* (which the parties express it is not), the Buyer must not lodge or permit to be lodged any caveat affecting the Property.

11. Consent to Electronic Signing

- 11.1 This Contract may be entered into and becomes binding on the parties' named in the Contract upon one party signing the Contract, that has been signed by the other party (or a copy, photocopy, facsimile copy or electronic transmission of the same), and transmitting a facsimile or email copy to the other party or to the other parties' agent or solicitor.



Seller

DocuSigned by:


Buyer

11.2 The parties further agree that facsimile/email or any other form of electronic transmission can be used for the purpose of communication in relation to this Contract.

11.3 This contract may be executed in any separate number of counterparts, which when executed will together constitute the one instrument.

12. Entire Contract

12.1 The Buyer acknowledges that:

(a) In entering into this Contract, the Buyer has not relied on any statement or representation (including but not limited to any brochures or advertising) made by the Seller or Seller's Agent or any other person other than as set out in this Contract.



Seller

DocuSigned by:
Dean Woods
D5F25A154F014F3...

Buyer

Schedule A- Survey Plan

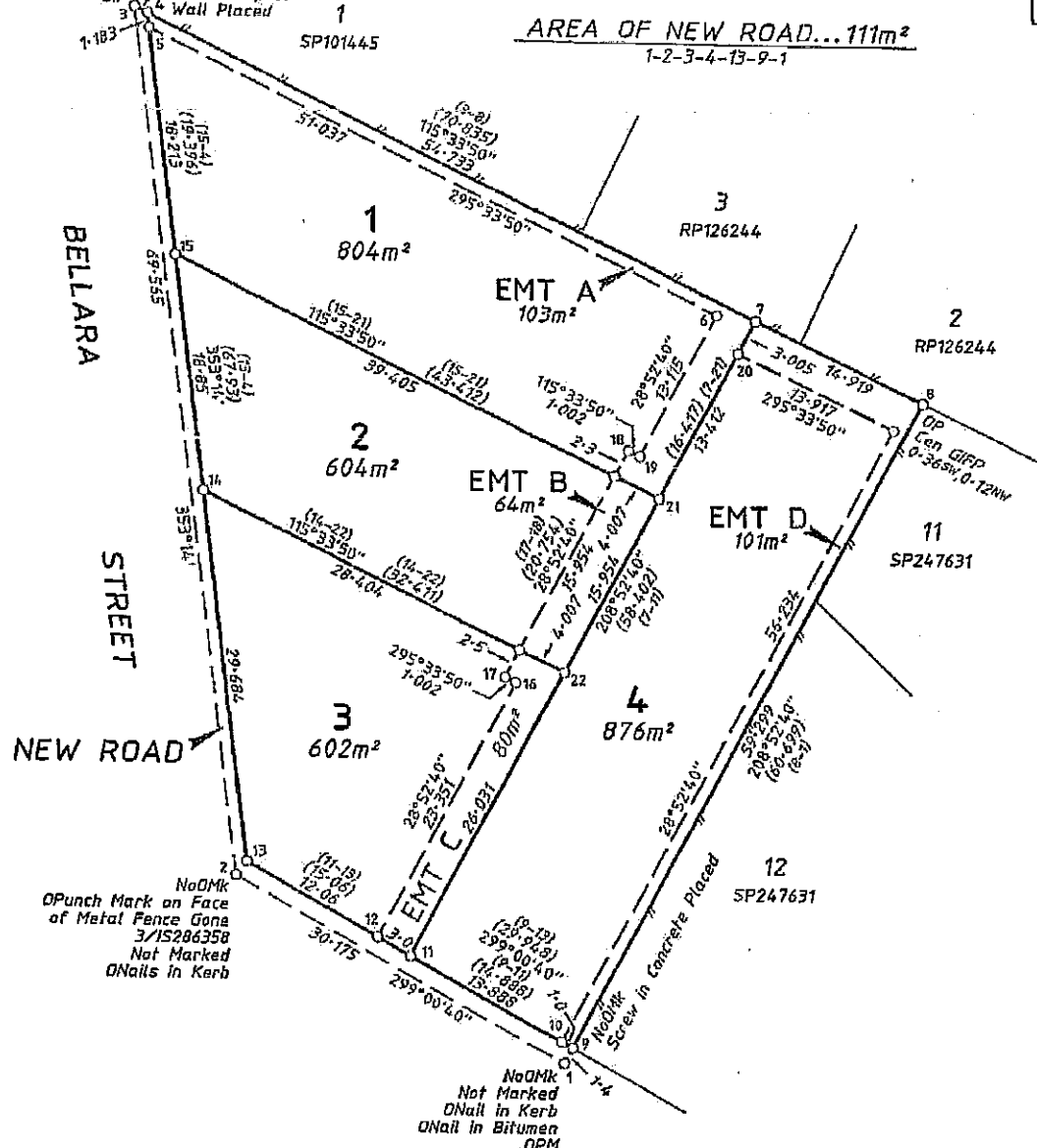
1

SURVEY PLAN

ODH in T/Pit Lid
4/IS286358
W Cor Rendered Wall
0-41SE, 0-03SW
ONails in Kerb
ONail Hole
ONail in Bitumen
OScrew in Concrete

PERMANENT MARKS

PM	BEARING	DIST	No.	ORIGIN
1-OPH	120°15'30"	46.727	17933	10/DP240353 (NEW CONN)



REFERENCE MARKS

STN	TO	BEARING	DIST	ORIGIN
1	ONAIL IN KERB	202°02'	2.275	2/IS286358
1	ONAIL IN BITUMEN	226°42'	5.82	IS162331
2	ONAIL IN KERB	288°41'	2.135	3/IS286358
2	ONAIL IN KERB	269°45'40"	7.47	3/IS286358
3	ONAIL IN KERB	317°37'	1.932	1/DP240353
3	ONAIL HOLE	325°44'	2.113	1/SP101445
3	ONAIL IN BITUMEN	351°55'50"	15.517	1/DP240353
3	OIP	279°28'10"	21.983	1/DP240353
3	OSCREW IN CONCRETE	1°07'50"	22.04	1/DP240353
3	ONAIL IN KERB	178°33'30"	27.895	4/IS286358

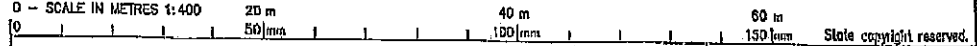
PEG PLACED AT ALL SUBJECT CORNERS UNLESS OTHERWISE STATED.

SURVEY REPORT

The Boundaries of Lot 5 on RP93379 were reinstated using Survey Plans IS286358, RP93379, SP247631, DP240353, SP101455 & IS162331. The Reference Marks found and used were ONails at Sins 1, 2 & 3, OPM at Sin 1, OIP & OScrew at Sin 3. All Reference Marks are shown on IS286358, RP93379, SP247631, DP240353, SP101455 & IS162331. Lot Bearings and Distances are vide RP93379, SP247631 & SP101455. All corners have been marked, and occupations noted. OP located at Sins 8.

I, Alan Leonard Sullivan hereby certify that the land comprised in this plan was surveyed by Glen Alan Brabner surveying associate for whose work I accept responsibility 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 27/5/2020

[Signature]
CADASTRAL SURVEYOR
DATE 11/6/2020



PLAN OF LOTS 1-4 AND EASEMENTS A-D IN LOTS 1-4 RESPECTIVELY CANCELLING LOT 5 ON RP93379

LOCAL GOVERNMENT: GOLD COAST CITY LOCALITY: ASHMORE

Meridian: IS286358 Survey Records: No

Scale: 1:400

Format: STANDARD

SP315647

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

(Dealing No.)

5. Lodged by

Alan Sullivan & Associates Pty Ltd
 PO Box 3852
 Burleigh Town QLD 4220
 Ph. (07) 5522 1445
 Code - GC1

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

1. Certificate of Registered Owners or Lessees.

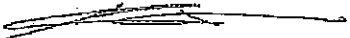
I/We

CAMERON WILLIAM BROOK STARKEY
TRUSTEE
UNDER INSTRUMENT 719517252

(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

CAMERON WILLIAM BROOK STARKEY

*Rule out whichever is inapplicable

2. Planning Body Approval

COUNCIL OF THE CITY OF GOLD COAST

*
 hereby approves this plan in accordance with the :
 %

PLANNING ACT 2016

Dated this 30th day of June 2020



GRANT WILLIAM McDONOUGH
 Authorising Officer

*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 : 546/1020/207
 Surveyor : 19.7797.SP

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
13532047	LOT 5 ON RP93379	LOTS 1, 2, 3 & 4	NEW ROAD	EASEMENTS A, B, C & D

Mortgage Allocation

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
719517253	LOTS 1, 2, 3 & 4	-

Development Approval:
8/8/2019

~~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	\$.....

LOTS 1-4	POR 34
Lots	Orig

7. Original Grant Allocation :

8. Passed & Endorsed :

By :
 Date :
 Signed :
 Designation :

11. Insert Plan Number
SP315647



Schedule B - Decision Notice Conditions

Our reference: ROL/2019/48
Your reference: 2019-04-292

Decision notice — approval (with conditions)
(Given under section 63(2) of the *Planning Act 2016*)

Date of decision notice: 8 August 2019

Applicant details

Applicant name: Starkey Family Trust
Applicant contact details: C/- Enhance Urban Planning
PO BOX 7143
SOUTHPORT PARK QLD 4215

Application details

Application number: ROL/2019/48
Approval sought: Development permit
Details of proposed development: Reconfiguring a lot (Code assessment) for a one into four lots subdivision

Location details

Street address: 8 Bellara Street, Ashmore
Real property description: Lot 5 on RP93379

Decision

Date of decision: 6 August 2019
Decision details: Under Delegated Authority, the Executive Coordinator of Major Assessment of the City Development Branch of Council has resolved to approve the development application in full with conditions.

Referral agency(s) for the application

Not applicable – no part of the application required referral.

Details of the approval

Development permit: Reconfiguring a lot (Code assessment) for a one into four lot subdivision

Conditions

The conditions that have been imposed by Council, as Assessment manager, are enclosed.

Further development permits

The following development permits are required to be obtained before the development can be carried out:

- Operational works - infrastructure

Notwithstanding the above, other approvals/development permits may be required.

Properly made submissions

Not applicable—No part of the application required public notification.

Currency period for the approval (section 85 of the *Planning Act 2016*)

In accordance with section 85 of the *Planning Act 2016*, this approval has a currency period of four years.

Approved plans and drawings

Approved plans and drawings are attached and are identified in the conditions imposed by Council as the Assessment manager.

Appeal rights

<p>Applicant</p>	<p>You have appeal rights in relation to this decision. An appeal may be made against, as applicable:</p> <ul style="list-style-type: none"> • the refusal of part of the development application; or • a provision of the development approval; or • if a development permit was applied for, the decision to give a preliminary approval. <p>An appeal must be started within 20 business days after this notice is given to you.</p> <p>An appeal may be made to the Planning and Environment Court or, for certain matters which are identified in section 1(2) of Schedule 1 of the <i>Planning Act 2016</i>, to a development tribunal.</p> <p>An appeal is started by lodging a notice of appeal with the registrar of the Planning and Environment Court or a development tribunal, as applicable. The notice of appeal must be in the approved form, succinctly state the grounds of the appeal and be accompanied by the required fee.</p> <p>An appellant to the Planning and Environment Court must give a copy of the notice of appeal, within 10 business days after the appeal is started, to the persons identified in section 230(3) of the <i>Planning Act 2016</i>. A person who is appealing to the Planning and Environment Court must comply with the rules of the court that apply to the appeal.</p> <p>An extract of Chapter 6, Part 1 and Schedule 1 of the <i>Planning Act 2016</i> is attached to this notice, which sets out further information about the appeal rights.</p>
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For further information please contact Poppy Ellis-Southwell, Planning Officer on p: 07 5582 8866 or via email mail@goldcoast.qld.gov.au who will be pleased to assist.

AUTHORISED BY



Jemma Barrett
Supervising Planner (Central)
For the Chief Executive Officer
Council of the City of Gold Coast

Enc:

Conditions Imposed by Council as Assessment manager
Statement of reasons (given under section 63(4) of *Planning Act 2016*)

Attach:

Stamped approved plans and drawings
Infrastructure charges notice for the approved development

Conditions Imposed by Council as Assessment Manager

General																	
1	Timing All conditions of this development approval must be complied with at no cost to Council at all times unless otherwise stated in another condition.																
2	Approved drawings Undertake and maintain the development generally in accordance with the following drawings:																
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 35%;">Drawing Title</th> <th style="width: 20%;">Author</th> <th style="width: 15%;">Date</th> <th style="width: 15%;">Drawing No.</th> <th style="width: 15%;">Ver</th> </tr> </thead> <tbody> <tr> <td>Proposed Reconfiguring of a Lot (ROL)</td> <td>Alan Sullivan & Associates Pty. Ltd.</td> <td>30/05/2019</td> <td>19.7797.01</td> <td>D</td> </tr> </tbody> </table>						Drawing Title	Author	Date	Drawing No.	Ver	Proposed Reconfiguring of a Lot (ROL)	Alan Sullivan & Associates Pty. Ltd.	30/05/2019	19.7797.01	D		
Drawing Title	Author	Date	Drawing No.	Ver													
Proposed Reconfiguring of a Lot (ROL)	Alan Sullivan & Associates Pty. Ltd.	30/05/2019	19.7797.01	D													
The conditions of this approval are to be read in conjunction with the attached stamped approved drawings. Where a conflict occurs between the conditions of this approval and the stamped approved drawings, the conditions of this approval shall take precedence.																	
3	Approved Plans Undertake and maintain the development generally in accordance with the following plans:																
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 35%;">Plan Title</th> <th style="width: 20%;">Author</th> <th style="width: 15%;">Date</th> <th style="width: 15%;">Plan Reference No.</th> <th style="width: 15%;">Ver</th> </tr> </thead> <tbody> <tr> <td>R001 – G19063 – Stormwater Management Plan</td> <td>Michael Bale & Associates</td> <td>27/05/2019</td> <td>R001 – G19063</td> <td>01</td> </tr> </tbody> </table>						Plan Title	Author	Date	Plan Reference No.	Ver	R001 – G19063 – Stormwater Management Plan	Michael Bale & Associates	27/05/2019	R001 – G19063	01		
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R001 – G19063 – Stormwater Management Plan	Michael Bale & Associates	27/05/2019	R001 – G19063	01													
Property																	
4	Land dedication a Dedicate at no cost to Council, the land identified below:																
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Land to be dedicated	Purpose	Drawing Title & Drawing No.	Author	Date	Ver												
Proposed land dedication (area of 111 m ²)	Road widening	Proposed Reconfiguration of a Lot (ROL) & 19.7797.01	Alan Sullivan & Associates Pty Ltd consulting surveyors	30/05/2019	D												
b Dedicate the land identified above at the same time as registering the plan of subdivision.																	
c The existing private structures (e.g. brick and metal fences) must be removed and area reinstated with turf.																	

d This condition attaches to the land the subject of the development approval and binds the owner(s) of the land and the owners' successors in title (even after the time when the land dedication is required to be registered). Therefore if this condition is not complied with at the time required by this condition, the owner(s) of the land and the owners' successors in title continue to be obligated to dedicate the land in accordance with this condition and must do so within 40 business days of becoming aware on the non-compliance with this condition.

5 Requirement to register easement/s

a Register an easement for stormwater drainage in favour of Council, identified on the drawing listed below:

Drawing Title	Author	Date	Drawing No.	Ver
Stormwater and Sewer Layout Plan	Michael Bale and Associates	27 May 2019	DA01-G19063	01

- b The terms of the easement must include:
 - i The responsibilities of the Grantor/Grantee for ongoing maintenance.
 - ii Standard terms document 707918364 must be referenced on Form 9 – easement document.
 - iii Easement plans and associated documents (i.e.: Form 9 – easement document and general consent form 18) must be fully completed and signed by the owner of the burdened land (and any mortgagees, if necessary) and benefitting land before they are submitted to council for endorsement.
- c Registration of the easement must occur at the same time as registering the plan of subdivision.
- d Ensure infrastructure is positioned in the centre of the easement.
- e This condition attaches to the land the subject of the development approval and binds the owner(s) of the land and the owners' successors in title (even after the time when the easement is required to be registered). Therefore if this condition is not complied with at the time required by this condition, the owner(s) of the land and the owners' successors in title continue to be obligated to register the easement in accordance with this condition and must do so within 40 business days of becoming aware on the non-compliance with this condition.

6 Private infrastructure

- a Ownership, operation and maintenance of the following private infrastructure is to vest at all times with
 - i Stormwater treatment devices (bio-retention basin and 4kL rainwater tank on each lot), as identified on the stormwater management plan (Michael Bale & Associates, May 2019), monitored and managed in accordance with the City Plan – Land development guidelines (Section 4.5 Water sensitive urban design) by each lot owner.
- b At any time the Council's corresponding infrastructure network is altered, the private infrastructure must be altered to be commensurate with Council's network, at no cost to Council.

Engineering	
7	<p>Electrical reticulation</p> <p>Design, construct and connect an electrical reticulation system at no cost to Council and include in particular:</p> <ul style="list-style-type: none"> a Provide electricity to all proposed lots. b No additional poles are to be erected within public roads. c Meet the requirements of the electricity supplier (e.g. Energex).
8	<p>Telecommunications network</p> <p>Design, construct and connect a telecommunications services network at no cost to Council and include in particular:</p> <ul style="list-style-type: none"> a Provide telecommunications to all proposed lots and pit and pipe infrastructure along public roads. b All new pit and pipe infrastructure required to be installed along public road(s), must be suitably sized to cater for future installation of fibre optic cables. c Meet the telecommunications industry standards (e.g. Telstra/NBN Co standards).
9	<p>Connection to Permanent survey marks</p> <ul style="list-style-type: none"> a Connect all proposed lots to permanent survey marks (PSM's) in accordance with City Plan Policy SC6.11 – Land Development Guidelines, and Guidelines for Creation and Submission of ADAC.xml Files. All proposed lots must be connected to at least 2 permanent survey marks for inclusion in the City of Gold Coast Contributed Assets register. b New permanent survey marks must comply with the requirements of City Plan Policy SC6. 11 - Land Development Guidelines, and include in particular: <ul style="list-style-type: none"> i Be placed in locations to provide good coverage over the extent of the survey. ii Be levelled on the Australian Height Datum and fixed with horizontal coordinates to the Map Grid of Australia (MGA 94) to a suitable Horizontal Positional Uncertainty (PU) < 30mm or better, Conventional 4TH order for vertical accuracy in accordance with Department of Natural Resources and Mines guidelines. c Connect lots to permanent survey marks prior to a request is made to Council to approve the plan of subdivision.
Stormwater Drainage	
10	<p>Overland flow paths and hydraulic alterations</p> <ul style="list-style-type: none"> a Leave unaltered the overland flow paths on the site, such that the characteristics of existing overland flows on other properties remain uninhibited and unchanged. b The development must not: <ul style="list-style-type: none"> i Increase peak flow rates downstream from the site ii Increase flood levels external to the site iii Increase duration of inundation external to the site that could cause loss or damage

<p>11</p>	<p>Bioretention basin maintenance management plan (<i>specific condition</i>)</p> <p>a Prepare and implement a bioretention basin maintenance management plan (MMP) prior to the commencement of the use. The MMP must be prepared by a Registered Professional Engineer Queensland (RPEQ) specialising in stormwater management in accordance with City Plan Policy SC6.11 Land Development Guidelines and with reference to the Water by Design document Maintaining Vegetated Stormwater Assets, Version 1 February 2012.</p> <p>b The MMP must include, but not necessarily be limited to, the following key information:</p> <ul style="list-style-type: none"> i Design intent and description of the device(s). ii The location and specific dimensions of the device(s). iii Approved / designed water quality objectives. iv Water quality monitoring procedures. v Monitoring frequency. vi Specifications and procedures for device(s) maintenance. vii Plant and equipment access details for maintenance activities. viii Maintenance activity schedule defining frequency, area (m2) per maintenance zone, hours, staff, plant and equipment, approximate costs per rotation, and per annum. ix Performance indicators / intervention levels / triggers for reactive maintenance. x Any necessary preventative maintenance measures. xi Acceptable solutions for specific items, i.e. acceptable plant species substitutions based on availability, hydraulic conductivity, water quality objectives, etc. xii Approximate lifecycle maintenance costs.
<p>Sewer and Water Works</p>	
<p>12</p>	<p>Sewer reticulation</p> <p>Obtain an operational works approval for the design, construction and connection of a sewer reticulation system to connect the proposal to Council's sewer network at the existing 150mm sewer main located within the north-east corner of the site, prior to a request is made to Council to approve the plan of subdivision at no cost to Council and include in particular:</p> <ul style="list-style-type: none"> a Be in accordance with the SEQ Water Supply & Sewerage Design and Construction Code (SEQ WS&S D&C Code), and the Water and Sewerage Connections Policy. b Remove/seal/cap redundant sewer property services.
<p>13</p>	<p>Water reticulation</p> <p>Design, construct and connect each proposed lot to Council's potable water supply network at the existing main in Bellara Street, prior to a request is made to Council to approve the plan of subdivision at no cost to Council and include in particular:</p> <ul style="list-style-type: none"> a Be in accordance with the SEQ Water Supply & Sewerage Design and Construction Code (SEQ WS&S D&C Code), and the Water and Sewerage Connections Policy. b The property service, water meter box and water meter must be provided at the boundary of the development site. c Remove redundant water meters/connections.

14	Fire loading			
	Fire loading must not exceed 15 L/s for 4 hours duration.			
Construction Management				
15	Certification of works - Subdivision Engineering			
	Provide Council with certificates prepared by qualified expert(s) from the discipline(s) listed below, confirming as follows:			
Subdivision Engineering				
Certified document	Certification date	Plan/ Drawing	Expert discipline	Requesting Council Section
Certificate for private structures and private services	Prior to a request is made to Council to approve the plan of subdivision	-	Registered land surveyor	Contributed Assets
The certification is to confirm: All private structures and private services are entirely located within the proposed lot boundaries or covered by an easement.				
Subdivision Engineering				
Certified document	Certification date	Plan/ Drawing	Expert discipline	Requesting Council Section
Certificate for electricity supply	Prior to a request is made to Council to approve the plan of subdivision	-	An authorised supplier (e.g. Energex)	Contributed Assets
The certification is to confirm: Electricity supply is available to all proposed lots.				
Subdivision Engineering				
Certified document	Certification date	Plan/ Drawing	Expert discipline	Requesting Council Section
Contractual agreement (e.g. Agreement Advice or Completion Letter from Telstra. Alternatively, a copy of Master Development	Prior to a request is made to Council to approve the plan of subdivision	-	The authorised telecommunication carrier (e.g. Telstra, NBN Co)	Contributed Assets

Agreement or Small Development Agreement from NBN Co).				
<p>The certification is to confirm: Telecommunication infrastructure will be installed in accordance with telecommunications industry standards (e.g. Telstra / NBN Co standards).</p>				
<p>Subdivision Engineering</p>				
Certified document	Certification date	Plan/ Drawing	Expert discipline	Requesting Council Section
Written confirmation for Permanent Survey Marks works	Prior to a request is made to Council to approve the plan of subdivision	-	Registered Cadastral Surveyor	Contributed Assets
<p>The certification is to confirm: That all lots are connected to permanent survey marks in accordance with the requirements contained within the permanent survey marks condition.</p>				
<p>16 Certification of works - Water and Waste</p>				
<p>Provide Council with certificates prepared by qualified experts from the disciplines listed below, confirming as follows:</p>				
<p>Water and Waste</p>				
Certified document	Certification date	Plan/ Drawing	Expert discipline	Requesting Council Section
An easement document and Survey Plans with the required easements dimensioned and shown centrally located over the proposed sewerage infrastructure located within the subject site	upon request to Council to approve the plan of subdivision	-	Registered Surveyor	Compliance Section
<p>The certification is to confirm: Easements are correctly located over the infrastructure and meet the requirements specified in the SEQ Water Supply and Sewerage Design and Construction Code for sewerage infrastructure.</p>				

17	<p>Certification of works - Hydraulics and Water Quality</p> <p>Provide Council with certificates prepared by qualified experts from the disciplines listed below, confirming as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="text-align: left; padding: 5px;">Hydraulics and Water Quality</th> </tr> <tr> <th style="width: 20%; padding: 5px;">Certified document</th> <th style="width: 20%; padding: 5px;">Certification date</th> <th style="width: 20%; padding: 5px;">Reference document</th> <th style="width: 20%; padding: 5px;">Expert discipline</th> <th style="width: 20%; padding: 5px;">Requesting Council Section</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Post construction certification</td> <td style="padding: 5px;">Prior to a request is made to Council to approve the plan of subdivision</td> <td style="padding: 5px;">Stormwater management report, being "R001 – G19063 – Stormwater Management Plan" dated 27 May 2019 prepared by Michael Bale & Associates Pty Ltd</td> <td style="padding: 5px;">Registered Professional Engineer Queensland (RPEQ)</td> <td style="padding: 5px;">Hydraulics and Water Quality</td> </tr> </tbody> </table> <p>The certification is to confirm:</p> <ul style="list-style-type: none"> i. All stormwater devices (quantity and quality) shown in the approved stormwater management plan and associated design drawings have been installed on-site in accordance with Council's approved stormwater management plan and are functioning as designed. 	Hydraulics and Water Quality					Certified document	Certification date	Reference document	Expert discipline	Requesting Council Section	Post construction certification	Prior to a request is made to Council to approve the plan of subdivision	Stormwater management report, being "R001 – G19063 – Stormwater Management Plan" dated 27 May 2019 prepared by Michael Bale & Associates Pty Ltd	Registered Professional Engineer Queensland (RPEQ)	Hydraulics and Water Quality
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18	<p>Availability of approved plans, drawings and reports</p> <p>Retain a copy of this decision notice and stamped approved plans, drawings and reports on site at all times during construction. Any contractors undertaking approved work (including tree removal or relocations) must be directly provided with a copy of these conditions and instructed as to the need to comply with them.</p>															
19	<p>Erosion and sediment control</p> <p>Undertake works generally in accordance with the Healthy Waters code of the City Plan; and include in particular:</p> <ul style="list-style-type: none"> a Sediment control structures e.g.: sediment fence, must be placed at the base of all materials imported on site to mitigate sediment run-off. b A perimeter bund and/or diversion drain must be constructed around the disturbed areas to prevent any outside clean stormwater from mixing with polluted / contaminated stormwater. c All polluted / contaminated water from the site, including dewatering discharge, must be treated to achieve the water quality objectives in Table 8.2.1 of the Queensland Water Quality Guidelines (DERM September 2009) prior to discharging from the site. d Inspections for erosion and sediment control measures are to occur in accordance with the compliance procedures in City Plan policy SC6.11– Land development guidelines, section 4.5.17.12 - Compliance. 															

Advice Notes							
A	<p>Development infrastructure</p> <p>Development infrastructure required to be provided in implementing this development approval is non-trunk development infrastructure unless otherwise stated in a condition of the approval.</p>						
B	<p>Connections and disconnections</p> <p>Any connection/disconnection to the existing water and sewerage networks will be at the applicant's cost. Prior to the connection/disconnection taking place, the applicant must obtain written approval from Water and Waste.</p> <p>Refer to Water and Sewerage Connections Policy, available on Council's website: http://www.cityofgoldcoast.com.au</p>						
C	<p>Connections to, alteration or realignment of Council infrastructure</p> <p>Where development works require the connection to, alteration, removal or realignment of Council infrastructure or impact on other public utility infrastructure (e.g. telecommunications, electricity and gas), the applicant must obtain the necessary approvals from the relevant public utility authority prior to works commencing.</p> <p>Connection to, alteration, removal or realignment of Council infrastructure includes (but is not limited to) fire hydrants, water service meters, sewer maintenance hole covers, stormwater drainage infrastructure, reinstatement of maintenance hole covers, stormwater drainage infrastructure, crossovers, footpaths, road pavement, kerb and channel, kerb ramps, medians, traffic islands, road furniture, signage and line-marking.</p>						
D	<p>Operational works meeting invitation prior to lodgement</p> <p>The applicant is invited to meet with Council's Water and Waste Development Services Team prior to the submission of an application for Operational Works associated with water and sewer to discuss any matters of significance.</p> <p>Please do not hesitate to contact GCWDA@goldcoast.qld.gov.au to arrange such a meeting.</p>						
E	<p>Stormwater</p> <p>A property notification will be applied to the lot / subsequent lots stating a stormwater management plan exists for the site and must be complied with at all times.</p>						
F	<p>Stormwater treatment device</p> <p>A property notification will be applied to each lot stating a stormwater treatment devices (bio-retention basin and 4kL rainwater tank on each lot), as identified on the approved stormwater management plan (Michael Bale & Associates, May 2019), exists on each lot which must be maintained functional at all times.</p>						
G	<p>Further development permits / compliance permits</p> <p>Further development permits and/or compliance permits from Council are required to facilitate the development of the approved works identified in this decision notice. These include:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Water and Waste</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">-</td> <td>Operational works - infrastructure</td> </tr> <tr> <td style="text-align: center;">-</td> <td>Application to work on the City's infrastructure</td> </tr> </tbody> </table> <p>A copy of this decision notice and accompanying stamped drawings / plans must be submitted with any subsequent application identified above.</p>	Water and Waste		-	Operational works - infrastructure	-	Application to work on the City's infrastructure
Water and Waste							
-	Operational works - infrastructure						
-	Application to work on the City's infrastructure						

	Subsequent development applications (i.e.: Operational works) will be assessed in accordance with the City Plan Version at the time of lodgement (excluding instances where Variation / Preliminary approval exists).
H	<p>Compliance with conditions</p> <p>Once this development approval takes effect, the conditions attach to the land and are applicable in perpetuity. It is a development offence to contravene a development approval, including any of its conditions.</p>
I	<p>Indigenous cultural heritage legislation and duty of care requirement</p> <p>The <i>Aboriginal Cultural Heritage Act 2003</i> ('ACHA') is administered by the Department of Aboriginal and Torres Strait Islander and Multicultural Affairs (DATSIMA). The ACHA establishes a duty of care to take all reasonable and practicable measures to ensure any activity does not harm Aboriginal cultural heritage. This duty of care:</p> <ul style="list-style-type: none"> a Is not negated by the issuing of this development approval; b Applies on all land and water, including freehold land; c Lies with the person or entity conducting an activity; and d If breached, is subject to criminal offence penalties. <p>Those proposing an activity involving surface disturbance beyond that which has already occurred at the proposed site must observe this duty of care.</p> <p>Details of how to fulfil this duty of care are outlined in the duty of care guidelines gazetted with the ACHA.</p> <p>The applicant should contact DATSIMA's Cultural Heritage Coordination Unit on (07) 3405 3050 for further information on the responsibilities of developers under the ACHA.</p>
J	<p>Infrastructure charges</p> <p>Infrastructure charges are now levied under a Charges Resolution by way of an Infrastructure Charges Notice, which accompanies this decision notice.</p>
K	<p>Applicant responsibilities</p> <p>The applicant is responsible for securing all necessary approvals and tenure, providing statutory notifications and complying with all relevant laws.</p> <p>Nothing in this decision notice alleviates the need for the applicant to comply with all relevant local, State and Commonwealth laws and to ensure appropriate tenure arrangements have been made where the use of / reliance upon land other than that owned by the applicant is involved. Without limiting this obligation, the applicant is responsible for:</p> <ul style="list-style-type: none"> a Obtaining all other / further necessary approvals, licences, permits, resource entitlements etc. by whatever name called required by law before the development the subject of this approval can be lawfully commenced and to carry out the activity for its duration; b Providing any notifications required by law (by way of example only, to notify the administering authority pursuant to the <i>Environment Protection Act 1994</i> of environmental harm being caused / threatened by the activity, and upon becoming aware the premises is being used for a 'notifiable activity'); c Securing tenure / permission from the relevant owner to use private or public land not owned by the applicant (including for access required by conditions of approval);

	<p>d Ensuring the correct siting of structures on the land. An identification survey demonstrating correct siting and setbacks of structures may be requested of the applicant to ensure compliance with this decision notice and applicable codes;</p> <p>e Providing Council with proof of payment of the Portable Long Service Leave building construction levy (or proof of appropriate exemption) where the value of the Operational Works exceed \$150,000. Acceptable proof of payment is a Q.Leave –Notification and Payment Form approved by the Authority. Proof of payment must be provided before Council can issue a development permit for the Operational works. This is a requirement of section 77(1) of the Building and Construction Industry (Portable Long Service Leave) Act 1991; and</p> <p>f Making payment of any outstanding Council rates and charges applicable to the development site prior to the lodgement of subdivision plans.</p> <p>g Obtaining any necessary local government / state approvals where works require the installation of temporary ground anchoring into adjacent Road Reserves. Where ground anchoring is proposed into an adjacent private property, approval from the relevant property owners(s) is required.</p>
<p>L</p>	<p>Weeds, pest animals and ants</p> <p>Biosecurity Queensland of the Department of Agriculture and Fisheries leads the Government's efforts to prevent, respond to and recover from pests and diseases threatening agricultural prosperity, the environment, social amenity and human health. All landscape materials, including but not limited to, soils, mulch, grass, gravel, potted or ex-ground plants, pavers and timber used in landscape treatments must be free from weeds, pest animals and ants.</p>
<p>M</p>	<p>Fire ant control</p> <p>Northern suburbs of the Gold Coast are within Fire Ant Biosecurity zone 2 and must remain vigilant for the presence of fire ants. Under the <i>Biosecurity Act 2014</i> individuals and organisations whose activities involve the movement or storage of fire ant carriers have a general biosecurity obligation to take all reasonable steps to ensure they do not spread fire ants. Movement of a fire ant carrier from within the fire ant biosecurity zone may need a biosecurity instrument permit. More information is available on the Department of Agriculture and Fisheries website www.daf.qld.gov.au/plants/weeds-pest-animals-ants/invasive-ants/fire-ants.</p>
<p>N</p>	<p>Notice of works timetable</p> <p>The applicant is responsible for providing a Notice of works timetable for commencement of work to Council's Development Compliance section. A copy of Council's Notice of works timetable is available for viewing on Council's website http://www.goldcoast.qld.gov.au/documents/fa/fm579_notice-of-works.pdf</p>
<p>Property Notifications</p>	
<p>A</p>	<p>Location of vehicular crossing for proposed Lot 1</p> <p>A property notification will be applied to Lot 1 stating a location of vehicular crossing for proposed Lot 1 should achieve to maximise a safe sight distance to the north bound (i.e. be located adjacent the common boundary of proposed lots 1 and 2).</p>
<p>B</p>	<p>Stormwater</p> <p>There are development approval conditions applicable in relation to stormwater management on this lot / subsequent lots. All property owner(s) must ensure compliance with these conditions. Refer to Council of the City of Gold Coast's Decision Notice ROL/2019/48. A copy of Council's Decision Notice is available for viewing on Council's website www.goldcoastcity.com.au/pdonline</p>

C	Stormwater treatment device Stormwater treatment devices (bio-retention basin and 4kL rainwater tank on each lot), as identified on the approved stormwater management plan (Michael Bale & Associates, May 2019), exists on each lot, which must be maintained functional at all times by the respective lot owner. Refer to Council of the City of Gold Coast's Decision Notice ROL/2019/48. A copy of Council's Decision Notice is available for viewing on Council's website www.goldcoastcity.com.au/ndonline
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Statement of reasons (given under section 63(4) of the *Planning Act 2016*)

Details of proposed development	The proposed development is for Development permit for Reconfiguring a lot (Code assessment) for a one into four lot subdivision.
Assessment benchmarks	<p>The following assessment benchmarks applied to the proposed development:</p> <ul style="list-style-type: none"> • Low density residential zone code • Acid sulfate soils overlay code • Airport environs overlay code • Environmental significance overlay code • Industry, community infrastructure and agriculture land interface area overlay code • Regional infrastructure code • Reconfiguring a lot code • General development provisions code • Healthy waters code • Vegetation management code
Relevant matters	Not applicable – Code assessment
Matters raised in submissions	Not applicable – Code assessment
Reasons for decision	<p>An assessment of the development application was carried out against the assessment benchmarks listed above and was determined to comply. A summary of the main reasons for the decision are as follows:</p> <ul style="list-style-type: none"> • The proposed subdivision meets the minimum lot size intended for the Low density residential zone. • The proposed road frontage of 14.88m for lot 4 supports low density and is practically shaped for its intended development. Proposed lot 4 can accommodate on-street car parking and street trees along the frontage. • The proposed development does not increase the number of people living in an area affected by noise, dust and odour from the Molendinar Landfill as the subject site is located beyond a sensitive receptor which is an area that requires the City to meet environment standards and comply with Environmental Authority conditions. As such, it is considered that if these closer premises are protected from amenity impacts, more distant premises by default will also not be in an area affected by noise, dust or odour.
Compliance with assessment benchmarks	The proposed development complies with all of the assessment benchmarks listed above.
Matters prescribed by a regulation	Not applicable