

RESIDENTIAL LAND CONTRACT

THIS CONTRACT IS MADE BETWEEN THE SELLER AND THE BUYER. THE SELLER AGREES TO SELL AND THE BUYER AGREES TO BUY THE LAND, SUBJECT TO THE CONDITIONS OF THIS CONTRACT, FOR THE PURCHASE PRICE.

- 1) This Contract comprises the following parts:
 - a) Reference Schedule;
 - b) Conditions of Contract;
 - c) Special Conditions, if any; and
 - d) Design Essentials.
- 2) Where there is any discrepancy or inconsistency between a part of this Contract and any other part, the following descending order of precedence of the parts shall apply to resolve the discrepancy or inconsistency:
 - a) Special Conditions, if any;
 - b) Reference Schedule;
 - c) Conditions of Contract.
- 3) Unless inconsistent with the context or subject matter:
 - a) "Reference Schedule" means the schedule called Reference Schedule in this Contract;
 - b) "Special Conditions" means any written conditions endorsed on or annexed to this Contract;
 - "Conditions of Contract" means the conditions annexed to this Contract numbered one (1) to twenty-eight (28) inclusive.

REFERENCE SCHEDULE

Contract Date:	TheTwentieth day of Apr	il2020
Seller's Agent:	TDC RESIDENTIAL SALES PTY LTD A.C.N.	151 364 555
Licence No:	3471533	
Address:	PO Box 3013 Clontarf DC Qld 4019	
	Telephone: (07) 3480 4200 Facsimile: (07) 3	284 1200
Seller:	TRASPUNT NO 10 PTY LTD A.C.N. 127 284	
Address:	PO Box 3013 Clontarf DC Qld 4019	
	Telephone: (07) 3480 4200 Facsimile: (07) 3	284 1200
Seller's Solicitor:	Self-acting	
Address:	PO Box 3013 Clontarf DC Qld 4019	
	Telephone: (07) 3480 4200 Facsimile: (07) 3	284 1200
	Emails dab dayio@trackand.com.cu	
	Pd & Armitage Roperty	Ph Ltd As Truskee
Buyer:	Ger The Pers Armitage	Property Trust
Address:	29 Albadross Way Old	Bar NSW 2430
Buyer's Solicitor:	Legal Elements CVLD, Athor	Kylie Histich.
Address:	10 Box 600 Inala, GLD 4	
	Pas Armitage Property For The Pas Armitage 29 Albabross Way, Old Legal Etements GLD, Alm Po Box 600 Inala, GLD 40 Telephone: 07 38442200 Email: Kyli	e@legalelements.cam.a
Deposit Holder:	TDC RESIDENTIAL SALES PTY LTD TRUS	
Particulars of Land Sold:		
Address:	Lot 119 Icarus Crescent "Alkina Estate" Burpe	ngary 4505
Description:	Lot 119 on SP303680	
Title Reference:	Area: 388m2	(more or less)
The Land is Sold As:	Freehold (subject to the reservations excep	tions and conditions in the deed of
	grant)	
Present Use:	Vacant Residential Land/ Dual Occupancy Re	sidence to be constructed
Local Authority:	Moreton Bay Regional Council	
Encumbrances:	Services as required by any Government contained or not contained in easement.	Entity or non-Government Entity
Purchase Price:	\$549,000.00 (The Purchase Price includes supply of the Land. The Buyer is not obliged Seller on account of GST on the Supply of the	to pay any additional amount to the
Deposit:	\$0.00 Deposit Payable when Buyer signs this Contract	
	\$54,900.00 Balance Deposit (if any)	
	payable on 7 days of finance approval	
Default Interest Rate:	15%	

<u>FINANCE</u>

Subject to Finance:

If this Contract is subject to finance then all of "Finance Amount", "Financier" and "Finance Date" must be completed and Clause 6 will apply.

Finance Amount:

SUFFICIENT TO COMPLETE

Financier:

BUYER'S CHOICE

Finance Date:

28 DAYS FROM DATE OF CONTRACT

Not Subject to Finance:

If all of "Finance Amount", "Financier" and "Finance Date" are not completed then this Contract is not subject to finance and Clause 6 does not apply.

GST WITHHOLDING OBLIGATIONS

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

☐ Yes

M No

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

The Seller gives notice to the Buyer in accordance with Section 14-255 (1)(a) of the Withholding Law that:

(select whichever is applicable)

The Buyer is not required to make a payment under Section 14-250 of the
Withholding Law in relation to the
supply of the Property.

✓ The Buyer is required to make a payment under Section 14-250 of the Withholding Law in relation to the supply of the Property. Under Section 14-255 (1) of the Withholding Law, the Seller is required to give further details prior to settlement.

SPECIAL CONDITIONS

1. ADVICE TO BUYERS REGARDING BUILDING ENVELOPES

1.1 It is hereby acknowledged that prior to signing this Contract the buyer was made aware of the approved building envelope for proposed Lots comprising an area of less than 500m2 and that the dwelling houses, access ways and any other structures are to be contained wholly within the respective building envelope as per the attached small lot building envelope plan.

2. SURVEY PEGS

- 2.1 The Seller warrants that in accordance with certification provided by the surveyor relevant to this development the survey pegs were installed as part of the plan sealing process and registration of the Survey Plan.
- 2.2 The Buyer acknowledges:-
 - (a) that he/she has inspected the subject property and is satisfied with the placement of the survey pags.

OR

Delete not applicable

- (b) that he/she has been given the opportunity by the Seller to carry out an inspection in relation to the placement of the survey pegs upon the subject property but have been unable to or declined to carry out such inspection.
- 2.3 The Buyer further acknowledges that upon signing the Contract he/she releases the Seller from any obligation or responsibility to replace or re-instate any survey pegs that may be removed prior to settlement being effected or following settlement having been effected.

3. CONSTRUCTION OF DWELLING

- This contract is subject to and conditional upon the completion of construction of a residential dwelling as per the plans and specifications annexed hereto and marked with the letter "A", including landscaping as specified, in a proper workmanlike manner and in accordance with the requirements of Moreton Bay Regional Council and any other competent statutory authority and the issue of a final inspection certificate within 12 months of notification of finance approval.
- The buyer will be entitled to a pre-settlement inspection to ensure all work has been completed in a tradesman like manner.
- 3.3 The seller agrees that the subject property will be clean and free of debris prior to settlement date.
- 3.4 The seller agrees to assign to the buyer, as far as it is able to do, all manufacturer's warranties applicable to the fixtures contained in the property and agrees to co-operate with the buyer after settlement, where applicable, in the event of a claim in relation to those warranties.

4. DEPOSIT

- 4.1 This clause applies in place of any other clause in this Contract which deals with payment of the Deposit.
- 4.2 This deposit of \$54,900.00 must be paid to the Deposit Holder within 7 days of notification of finance approval.

4.3 The parties agree and confirm that they will authorise the Deposit Holder to immediately release the full deposit of \$54,900,00 to the Seller upon notification of finance approval. To avoid any doubt, the parties agree and confirm that the full deposit of \$54,900,00 is non-refundable to the Buyer, save and except, in the instance of the seller breaching a contract term resulting in the lawful termination of the contract by the Buyer.

5. SETTLEMENT

5.1 Settlement shall be effected on thirty (30) days from the date that the seller provides the buyer with the Final Building Inspection Certificate referred to in Special Condition 3.1

Settlement Date:

Refer to Special Condition 5

Place of Settlement:

Brisbane

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)

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

Buyer

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)

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.)

CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this contract:
 - (1) terms in bold in the Reference Schedule have the meanings opposite them; and

(2) unless the context otherwise indicates:

a) "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;

b) "Balance Purchase Price" means the Purchase Price, less the Deposit, adjusted under clause 4;

c) "Business Day" means a week day other than a public holiday on which banks are open for business in the Place for Settlement;

d) "Contract Date" or "Date of Contract" means the date inserted in the Reference Schedule;

- e) "CGT Withholding Amount" means the amount determined under s14-200(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 s14-235;
- f) "Encumbrances" the property is sold free of encumbrances but is not limited to, encumbrances which are not registered and an encumbrance created or arising under or by virtue of a statute;"

g) "GST" means the goods and services tax under the GST Act;

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

 "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;

i) "Land" means the land described in the Reference Schedule under the heading Particulars of Land Sold;

 "Outgoings" means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) and land tax;

"Transfer Documents" means the form of transfer under the Land Title Act 1994 required to transfer title in the Land to the Buyer and any other documents to be signed by the Seller necessary for stamping or registering the transfer;

m) "PPSR" means the Personal Property Securities Register established under Personal Property Securities Act 2009 (Cth):

n) "Withholding Law" means Schedule 1 to the Taxation Administration Act 1953 (Cth);

1.2. This contract shall be governed by the laws of Queensland.

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

1.4. Headings have been included for ease of reference and guidance and this contract shall be construed without reference to them.

2. GST

2.1 The Purchase Price includes the Seller's liability for GST on the supply of the Land. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the supply of the Land.

2.2 The Seller warrants that it will apply the Margin Scheme to the sale of the Land and the Buyer consents to the Seller applying

the Margin Scheme for the purpose of calculating GST payable on the supply of the Land.

2.3 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.

3. DEPOSIT

3.1. The Deposit shall be paid by the Buyer to the Deposit Holder immediately upon the formation of this contract.

3.2. If the Buver

a) fails to pay the Deposit as provided in Clause 3.1;

b) pays the Deposit by cheque which is post-dated; or

c) pays the Deposit by cheque which is not honoured on presentation;

d) pays the Deposit by bank guarantee/deposit bond and the bank guarantee/deposit bond expires prior to settlement.

then the Buyer shall be in substantial breach of this contract and the Seller may;

(i) affirm this contract and exercise the rights expressed in Clause 18.2; or terminate this contract and exercise the rights expressed in Clause 18.3.

(ii) terminate this contract and exercise the rights expressed in Clause 18.3.

The rights and powers conferred by Clause 3.2 are in addition to any other rights the Seller may have at law or in equity.

3.4. If the Land Sales Act 1984 ("the Act") applies, the parties nominate the Deposit Holder as the Trustee for the purposes of the Act, For the purposes of this contract, any reference to the Deposit Holder shall be deemed to be a reference to the Trustee for the purposes of the Act. The Trustee shall retain the Deposit as Trustee under and in accordance with the terms of the Act and shall disburse same pursuant to that Act or this contract.

3.5. The Deposit shall be retained by the Deposit Holder until settlement or earlier termination of this contract whereupon the Deposit Holder shall pay the Deposit to the person entitled to it.

3.6. 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.

4. ADJUSTMENTS

4.1. All rates and tax (including land tax) assessments and other outgoings relating to the Land shall be paid and discharged by the Seller up to and including the date of possession and thereafter by the Buyer. Such rates, taxes and outgoings shall, if necessary, be apportioned in the case of those paid by the Seller on the amount actually paid and in the case of those unpaid on the amount payable disregarding (in the latter case) any discount for early payment.

- 4.2. Where an assessment of rates has not issued in respect of the Land, no apportionment will be made on the Purchase Price, and no retention will be held by the Buyer. The Seller and Buyer undertake to indemnify each other in respect of any rates issued on the Land. An adjustment for rates will be made, if necessary, when a separate assessment issues for the Land.
- 4.3. Land tax shall be apportioned on the basis that, as at midnight on the previous 30 June, the Seller owned no other land other than the Seller's interest in the Land, or if at that date, there is a separate valuation for the Land, that the Seller owned no land other than the Land.
- 4.4. Without limiting the generality of Clause 4.3, if land tax has not been paid for the current year as at the Settlement Date and the Commissioner for Land Tax states, in writing, that if a specified amount is paid to the Office of State Revenue a clearance will issue then the Buyer may require that such sum be paid to the Office of State Revenue out of the Balance Purchase Price. A bank cheque will then be provided at settlement for that sum made payable to the Commissioner of State Revenue and handed to the Seller at settlement. The Seller will immediately send such cheque to the Office of State Revenue. Otherwise, no amount may be retained or deducted from the Balance Purchase Price on account of unpaid land tax.
- 4.5. If as a result of the Buyer's breach or an extension requested by the Buyer, settlement of this Contract takes place on a date that is after 30 June immediately following the original Settlement Date then:
 - (a) The Buyer's breach or extension will result in an increase in the Seller's land tax assessment for the Land Tax Year(s) following the original Settlement Date as a result of the Property continuing to be included in the Seller's total landholdings in the State of Queensland; and
 - (b) The additional land tax that the Seller will incur in accordance with this clause is a reasonably foreseeable loss or costs incurred by the Seller as a direct result of the Buyer's breach or extension of this Contract in respect of which the Seller is entitled to compensation or reimbursement from the Buyer.
 - (c) If this clause applies then on the Settlement Date, in addition to the Balance Purchase Price and any other money payable to the Seller under this Contract, the Buyer must pay to the Seller as compensation or reimbursement on account of the additional land tax being incurred by the Seller the amount specified by the Office of State Revenue in regard to the Property to enable a clearance certificate to issue;

5. PAYMENT OF BALANCE PURCHASE PRICE

- 5.1 (a) On the settlement date the Buyer must pay the balance purchase price by bank cheque as the Seller or the Seller's solicitor directs:
- 5.2 (b) 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:
 - (i) The Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (ii) Prior to settlement the Buyer must lodge with the ATO:
 - 1. a GST Property Withholding Notification Form ("Form 1"); and
 - 2. a GST Property Settlement Date Confirmation from ("Form 2")
 - 3. on or before settlement, the Buyer just 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;
 - (c) 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
 - (d) The Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement;
- 5.3 The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

6. FINANCE CLAUSE

- 6.1. This contract is subject to the Buyer obtaining from the Financier on or before the Finance Date approval of a loan not being less than the Finance Amount on terms currently being imposed by the Financier in respect of loans of a similar nature. The Buyer will immediately, upon execution of this contract, make the application for approval of the loan and the Buyer shall take all steps reasonably necessary to obtain such approval.
- 6.2. If the Buyer does not obtain such approval for any reason not being attributable to the Buyer's own default, then the Buyer may terminate this contract by providing to the Seller a copy of a letter signed by the Financier declining the application, in which event all Deposit and other payments received by the Deposit Holder shall be refunded to the Buyer.
- 6.3. If the Buyer obtains such approval, the Buyer shall give notice in writing of such approval to the Seller promptly and in any event no later than 5.00pm on the Finance Date.
- 6.4. If the Buyer does not obtain approval for the loan, then the Buyer must immediately elect to either:
 - a) Terminate the contract pursuant to Clause 6.2; or
 - b) Waive the benefit of Clause 6.1 pursuant to clause 6.5;
 - and in either case, notice in writing of such election must be given by the Buyer on receiving notice that finance has not been approved, and in any event no later than 5.00pm on the Finance Date.
- 6.5. The Buyer may waive the benefit of the condition contained in Clause 6.1 by giving notice in writing to the Seller no later than 5.00 pm on the Finance Date.
- 6.6. If the Buyer does not:
 - a) Terminate the contract pursuant to Clause 6.4; or
 - b) Waive the benefit of the condition contained in Clause 6.1 pursuant to Clause 6.5; or
 - c) Give notice pursuant to Clause 6.3 that the Buyer has obtained such approval
 - by 5.00 pm on the Finance Date then the Seller may terminate this contract by written notice to the Buyer.

7. SETTLEMENT

- 7.1. The Balance Purchase Price shall be paid on the Settlement Date in exchange for:
 - a) Vacant possession of the Land;
 - b) any instrument of title for the Land required to register the transfer to the Buyer;
 - c) unstamped Transfer Documents capable of immediate registration after stamping;
- 7.2. 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.

8. EXECUTION AND PRODUCTION OF DOCUMENTS

- 8.1. The Transfer Documents must be prepared by the Buyer or the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- 8.2. 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.

9. TIME AND PLACE FOR SETTLEMENT

- 9.1. Settlement will take place in the Place of Settlement at a place to be nominated by the Seller.
- 9.2. Settlement shall be effected between the hours of 9:00am and 4:00pm on the Settlement Date.
- 9.3. If the Settlement Date falls on a Saturday, a Sunday or a public holiday in the Place of Settlement then settlement shall be effected on the Business Day immediately preceding the Settlement Date.

10. TIME OF THE ESSENCE

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

11. POSSESSION BEFORE SETTLEMENT

- 11.1. If possession of the Land shall be given before settlement:
 - a) As from the date of possession and until the whole of the Purchase Price and interest (if applicable) shall have been fully paid the Buyer shall keep and maintain the Land and any improvements on the Land at all times in as good and substantial repair as present and shall not alter or add to same and shall not fell or remove the timber thereon or remove soil, gravel or turf therefrom without the prior consent in writing of the Seller and the Seller shall have the right to impose such reasonable conditions as it shall think appropriate;
 - b) Any act, regulation or proclamation now in force or hereafter enacted which in any way tends to restrain restrict or delay the rights, remedies and powers by this contract granted to the Seller shall not apply and are hereby expressly negated;
 - c) The Buyer will from time to time and at all times so long as the Balance Purchase Price remains unpaid keep the Land free from noxious weeds and plants and will comply with the provisions of any statute or local government by-law enforced relating to noxious weeds and plants;
 - d) The Buyer shall not mortgage, sub-let or part with the possession or occupancy of the Land or any part thereof without the prior written consent of the Seller;
 - e) Unless otherwise agreed in writing, the entering into possession by the Buyer under this clause shall not constitute or give rise to a relationship of landlord and tenant as between the parties hereto;
 - f) The Buyer must insure the Land to the Seller's satisfaction;
 - g) The Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Land;
 - h) If the Buyer shall make default or in the event that this contract does not complete for any reason then the Buyer shall immediately yield up possession of the Land.

12. SELLER'S STATEMENT

- 12.1. The Buyer is not entitled to deliver to the Seller requisitions or enquiries on or to the Seller's title to the Land.
- 12.2. The Seller states that, except as disclosed in this contract, each of the following statements is accurate at the time the Seller executes this contract:
 - a) The Seller has free and unqualified capacity and power to contract and to complete this contract;
 - b) The Seller is not under any legal disability which affects the Seller's capacity to contract and to complete this contract.
- 12.3. The Seller states that, except as disclosed in this contract, each of the following statements will be accurate at the Settlement Date:
 - a) There is no current litigation by any person claiming an estate or interest in the Land;
 - b) There is no unsatisfied judgment, order or writ of execution which affects the Land;
 - c) The Seller warrants that:
 - i) The Seller is not in liquidation;
 - ii) No action has been taken by or against the Seller which could lead to the winding up of the Seller;
 - iii) The Seller is not under official management;
 - iv) An administrator, controller or managing controller has not been appointed to the Seller or in respect of the whole or any part of the land; and
 - v) A compromise or arrangement has not been proposed between the Seller and its members or creditors nor agreed to by the members or creditors nor sanctioned by a Court; and
 - d) The Seller is the registered owner of the Land (according to the title expressed or implied in this contract).
- 12.4. If a statement contained in either Clause 12.2 or Clause 12.3 is not accurate then the Buyer may terminate this contract by notice in writing to the Seller. If the Buyer does not give the Seller written notice of his intention to exercise his rights pursuant to Clause 12.2 or Clause 12.3 within two (2) business days of first becoming aware of the inaccuracy, the Buyer shall be deemed to have waived the benefit of this Clause.
- 12.5. The Buyer shall satisfy himself as to the boundaries, the position of improvements and to the restrictions on the use to which the Land may be put, if any. The Seller gives no warranties to the Buyer in this regard.

13. WATERLINE

13.1. Notwithstanding anything to the contrary hereinbefore contained if a Local Authority water supply line, pipe, conduit or drain and/or sewerage pipeline, conduit or drain shall traverse the Land (or any part thereof) whether on or below the surface, then the Buyer shall accept title to the Land subject to any rights of the Local Authority and/or the rights of any other person in respect to the same. The same conditions shall apply to Energex underground electricity supply lines and/or Telstra or Optus underground telephone supply lines. The Buyer shall not be entitled to delay settlement or to withhold any part or the Purchase Price if a pipeline, supply line, pipe, conduit or drain of any type traverse the Land or the rights of any Local Authority, company (public or private), person, statutory or governmental body, (semi or otherwise) affect the Land in any way.

14. ERRORS AND MISDESCRIPTIONS

- 14.1. If there is any immaterial mistake or error in the Particulars of Land Sold or as to title, this shall not give rise to any rights to compensation, claim or entitlement in either of the parties. For the purposes of this contract a discrepancy not exceeding five (5) percent of the area of the Land shall be an immaterial mistake or error. If there is a discrepancy between the area of the Land as stated in the Reference Schedule and the area of the Land on the copy of the relevant Survey Plan (if a copy is required to be given to the Buyer) then unless this contract provides otherwise the area for the purposes of this contract and in particular the parties' rights hereunder shall be the area of the Land as shown on the Survey Plan.
- 14.2. Where there is a material mistake, omission or error in the Particulars of Land Sold or as to title then either party may terminate this contract by notice in writing to the other given prior to the Settlement Date. In this case the Deposit shall be refunded to the Buyer in full and neither party shall have any further claim against the other.

15. REQUIREMENTS OF AUTHORITIES

- 15.1. Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Land ("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.
- 15.2. Any Work or Expenditure that is the Buyer's responsibility under Clause 15.1 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.

16. DIVIDING FENCES

16.1. 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.

17. RISK

17.1. The property shall be at the risk of the Buyer from the date of possession.

18. BUYER'S DEFAULT

- 18.1. If the Buyer:
 - a) fails to pay the Balance Purchase Price as provided in Clause 5; or
 - b) fails to comply with any of the terms or conditions of this contract
 - then the Seller may:
 - (i) affirm this contract; or
 - (ii) terminate this contract;

If the Seller affirms this contract pursuant to Clause 3.2 or Clause 18.1, the Seller may:

- a) sue the Buyer for damages, specific performance, or damages and specific performance; and
- b) recover from the Buyer as a liquidated debt the Deposit or any part of it which the Buyer has failed to pay; and shall pay the Deposit or any part of the Deposit which is recovered to the Deposit Holder.
- 18.2. If the Seller terminates this contract pursuant to Clause 3.2 or Clause 18.1, the Seller may elect to do all or any of the following:

 a) Resume possession of the Land;
 - b) Recover from the Buyer as a liquidated debt the Deposit or any part of it which has not been paid by the Buyer;
 - c) Declare the Deposit (or so much of it as shall have been paid) forfeited;
 - d) Sue the Buyer for damages for breach;
 - e) Resell the Land.
- 18.3. The rights and powers conferred upon the Seller by this Clause 18 are in addition to any other right or power which the Seller may have at law or in equity.

19. INTEREST ON LATE PAYMENTS

- 19.1. Without derogating from the strict effect of Clauses 3, 5 and 18, if any money (including the Deposit) payable under or by virtue of this contract is not paid when payable, such money shall bear interest from the due date for payment to the date of payment, both inclusive, calculated at the Default Interest Rate stated in the Reference Schedule per annum which interest shall be paid contemporaneously with the Balance Purchase Price.
- 19.2. Any judgment for any such money shall likewise bear interest from the date of judgment to the date of payment, both inclusive.

20. CAVEAT/OTHER LODGEMENTS

- 20.1. The Buyer covenants and agrees not to lodge a caveat or any other document or notification with the Registrar of Titles where the lodgement will or may:
 - a) Where the Land Sales Act applies, prevent, impede or delay registration of the relevant Survey Plan or any dealings lodged by the Seller (e.g. easements) in connection with that plan:
 - b) Have any impact or effect whatsoever on any Land owned by the Seller other than the Land sold pursuant to this contract.

21. RIGHTS AFTER SETTLEMENT

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

22. FOREIGN INVESTMENT REVIEW BOARD

- 22,1. The Buyer warrants that either:
 - a) the Treasurer has consented under the Foreign Acquisitions and Takeovers Act to the Buyer's purchase of the Land; or
 - b) the Treasurer's consent is not required to the Buyer's purchase of the Land.

23. COSTS

23.1. The parties shall pay their own costs of and incidental to the sale and purchase but all duty payable on this contract and any duty in respect of the conveyance by the Seller to the Buyer shall be paid by the Buyer and if not paid by the Buyer will be recoverable from the Buyer as a liquidated debt.

24. BUSINESS DAYS

- 24.1. 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.
- 24.2. If the Finance Date or any Special Condition of the Contract falls on a day that is not a Business Day, then it falls on the next Business Day,

25. NOTICES, COMMUNICATIONS, AUTHORITY, DIRECTIONS, ETC.

- 25.1. Any notice in writing or document to be given by either party to the other pursuant to this contract may be given by that party or his solicitor. Any such notice in writing or document to be given by the Seller may be delivered to or sent by pre-paid post to the Buyer at his address abovementioned (or such other address as may have been notified in writing for that purpose) and such notice in writing or document required or desired to be given by the Buyer shall be delivered to or sent by pre-paid post to the Seller at its address abovementioned (or such other address as may have been notified in writing for that purpose). Posted notices will be treated as given 3 business days after positing.
- 25.2. Any notice or document may also be given by transmitting a facsimile copy thereof to the party or the party's solicitors (if solicitors have been appointed) facsimile number (being the facsimile number notified in this contract or in correspondence received relating to this contract or generally as the facsimile number for the relevant place of business of the party or the party's solicitors) and the notice or document shall be deemed to have been given on the date and at the time notified on a transmission confirmation report which confirms transmission of the notice or document to the party without error.
- 25.3. A notice or document may also be given by email transmission and the notice or document shall be deemed to have been given on the date and at the time notified on the email receipt report which confirms transmission of the notice or document to the party without error. Notices sent by electronic mail will be treated as given when the send has dispatched the electronic mail message in accordance with the Electronic Transactions (Queensland) Act 2001 (Qld).
- 25.4. For the purposes of this contract any notice or advice given by a party's solicitor shall be deemed to have been given with authority of that party.

26. COUNTERPARTS

- 26.1 This contract may be executed in two or more counterparts, all of which will together be deemed to constitute on and the same contract:
- 26.2 A counterpart may be electronic and signed using an Electronic Signature;

27. ELECTRONIC CONTRACT AND DISCLOSURE

27.2 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;

27.3 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 give before the Buyer signed this contract

28. PERSONAL PROPERTY SECURITIES REGISTER

28.1 Any security interest registered in respect of the Seller under the PPSR is not an Encumbrance for the purposes of this contract; 28.2 The Buyer must not object to any security interest and the Buyer agrees that the Seller is not required to:-

(a) release or otherwise discharge any Security Interest; or

(b) produce to the Buyer a deed of release of the Property (or any part of the Property) from the Security Interest at or prior to settlement;

SPECIAL CONDITION

General - Foreign Investment Review Board

SUBJECT TO FOREIGN INVESTMENT REVIEW BOARD APPROVAL

- (a) Clause 22 of the Terms of Contract does not apply. Where the Buyer is a foreign person for the purposes of the Foreign Acquisition and Takeovers Act 1975, completion of this contract is subject to the Buyer obtaining approval from the Federal Treasurer on terms satisfactory to the Buyer for the purchase of the Property within 21 days from the contract date.
- (b) If such approval is not obtained by that date, then either party may terminate this contract by notice to the other and the deposit shall be refunded to the Buyer.
- (c) The Buyer agrees to do all acts and things as may be reasonably necessary to obtain such approval,



Design Essentials

Trask Land is one of the most respected family construction businesses in Queensland, with a team of creators passionate about supplying premium communities and living environments for Queenslanders.





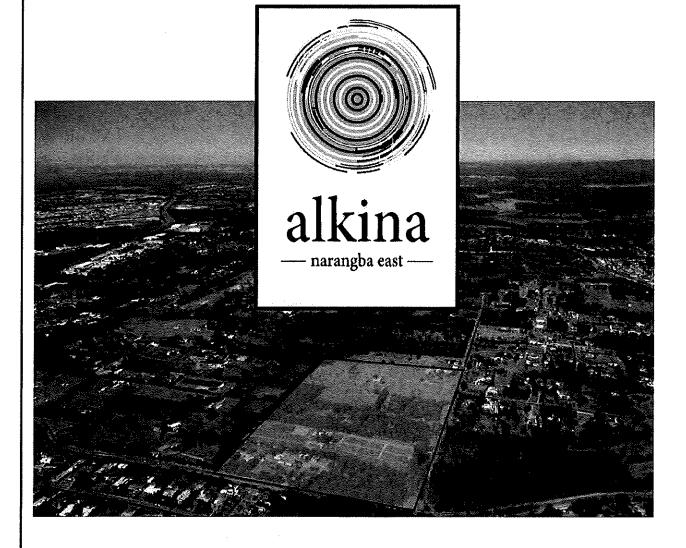
Creating living environments for Queenslanders...

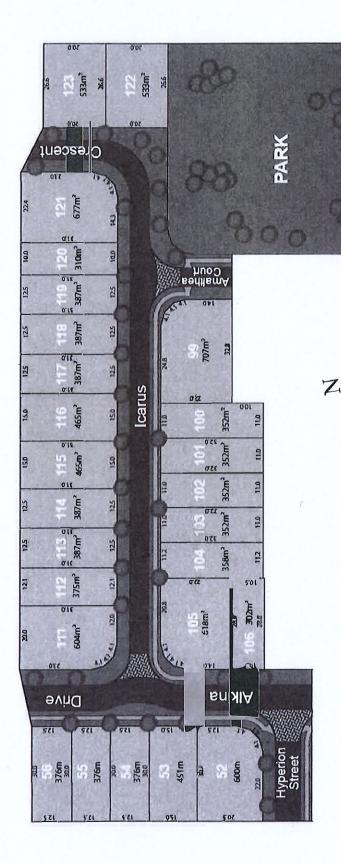
WELCOME

Congratulations on purchasing a block of land within the sought after "Alkina" Estate in Burpengary (Narangba East). These design essentials have been prepared to assist Buyers, Designers, and Builders by guiding the built environment within the estate. The design qualities set out in this document are provided to create a neighbourhood that is visually interesting, promotes diversity and is of a consistent high quality. The intent of the design of all homes within the estate is to encourage a high level of articulation to provide for a diversified streetscape, with finishes and materials consistent with contemporary Australian architectural character.

The *design essentials* forms part of your Contract for Sale and assists you when designing your home and landscaping. Traspunt No.10 Pty Ltd (The Seller) encourages a variety of modern designs and material choices within your new home design, however does reserve the right to assess designs on their individual merit and if they do not meet these *design essentials* may be approved or refused at our discretion.

The *design essentials* apply in addition to and not in lieu of other statutory requirements. Approval from the Local Authority and/or registered building certifier will be required in addition to any approval obtained from the seller All building design and construction must comply with all relevant laws regulating building work.





Alkina Estate - Stage 4

* All areas and distances subject to final survey



APPROVAL PROCESS

Upon selecting a suitable home design for your block of land within our "Alkina" Estate, you and your designer should fully familiarise yourselves with these design essentials and all applicable statutory and regulatory requirements.

Applications for approval of your home design under the "Alkina" design essentials should be forwarded

Email:

legal@traskland.com.au

Attention:

Design Manager

The following documents are required to be submitted with your application so that full assessment can be undertaken of your design:

Site plan detailing

- dimensions and setbacks
- driveway material and finish
- retaining walls with heights (if any)
- wheelie bin storage area
- outbuildings (gazebo, sheds or other separate buildings)
- any other structure or feature separate from the main building including swimming pools and equipment

Elevations detailing

- roof pitch and material
- Primary (and secondary if applicable) street frontage façade design and materials noted on drawings
- exterior wall materials noted on drawings
- roof or eave overhang dimensions
- overall height above natural ground level
- A schedule of external colours and finishes (can be provided separately)

Floor plan detailing

- floors areas in m²
- Room names
- floor levels
- any decks/patios etc adjoining the home

Landscape and fencing plan detailing

- Fence location, materials, colours and heights
- areas of turf
- planted areas
- paved areas (including materials)

An assessment of the documents submitted will be carried out against the desired intentions of the design essentials and you will be advised of their compliance or otherwise, with a stamped copy of the documents being returned to the applicant.

Where designs are proposed that do not comply with these *design essentials* they will be assessed on their individual merit by the Design Manager. Variations will only be considered where it can be demonstrated that they will still achieve the desired intentions of the aspirational community within our "Alkina" Estate.

Plans stamped by the developer in no way constitute a Development or Building Approval, nor imply compliance with statutory and regulatory requirements. Plans should <u>not</u> be submitted to the relevant Local Authority and/or building certifier until the home design has been approved by the Design Manager.





External Material and Façade

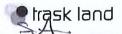
Stone or prefinished materials provided they have a natural appearance

All exterior finishes shall, where necessary, be painted immediately after completion of the home, with the exception of decorative clay, brick or stone. Highset or two (2) storey homes to have a fully enclosed base of brick or timber or suitably approved materials.

No one material or colour can be used for more than 80% of the façade and large areas of the following external materials may not be approved

- Duraplank™ cladding
- Painted flat fibre cement sheeting with timber battens
- Corrugated metal
- Corrugated fibre cement
- Simulated brick/stone





Houses on Corner

Houses on corner lots must include articulation that address both the primary and secondary street frontages and is visible to the public from the street. The articulation should be incorporated into the primary frontage façade and integrate with the secondary street frontage façade, Examples of suitable articulation include:

- A veranda, portico or pergola of substantial build that incorporates both the primary and secondary street frontage façades
- Recessed or projected architectural elements or windows that address both street frontages
- A minimum of one habitable room window on each level with a minimum area of 1m² that
 overlooks each street frontage and/or adjoining public space (i.e. public open space, laneway,
 easements or public walkways)

Secondary street frontage façades (including façades visible from adjoining public space) must not contain a straight section of wall longer than 12m without including articulation of at least 450mm to provide visual interest and a change in the building line.

• Drivewa

A minimum of two (2) carparks per home are required (this may include 1 uncovered carpark).

Driveways shall comply with the following

- Design and levels to be in accordance with applicable Local Authority requirements
- Extend from the kerb edge to the garage/carport
- Extend the full depth of the carport

Carparking and driveways Driveways Be constitution Be

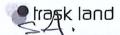
- Be constructed of exposed aggregate, stencil concrete and/or pavers on a concrete base (other driveway finishes may be acceptable upon our discretion)
- Be constructed prior to occupation of the main building
- Driveway gradients are to meet the applicable Local Authority requirements and match existing verge profiles
- It is the owners responsibility to source the applicable Local Authority approval prior to constructing a driveway
- It is the owners' responsibility to ensure that there is no conflict with the driveway construction and existing services

Garage Openings & Carports

A minimum of one (1) covered carpark per home is required.

All garage doors are required to be recessed a minimum of 900mm from the front building line of the home. In general, garage doors must be panel lift or roller doors finished in a colour to compliment the external wall colour.

Carports/carport materials (incl. roof) must be consistent and complimentary with the materials and roof pitch of the home. Where a carport directly adjoins the home and is constructed at the same time as the home, it must be incorporated into the roof line.



Fencing and screening in the estate should complement the streetscape character, help define public from private spaces and contribute towards privacy without impeding casual surveillance of the street and other public spaces. High fences that block breezes should be avoided.

Where an allotment adjoins public open space, transparent fencing (e.g. aluminium pool fence) must be used unless otherwise approved by the Local Authority. Removal of any fencing constructed by the Developer is NOT permitted

Dividing fences are a requirement for every lot and should be designed to maintain privacy to residents without being visually detrimental to the adjoining neighbours. Side/Rear fencing is to be good neighbour fencing which consists of timber palings either side with a continuous top timber cap and be of a height of 1.8 metres, or similar. Side/Rear fencing must not extend beyond the front building line unless tapering down to integrate with street frontage fencing

Fencing

Dividing fencing may be altered in its design and function with the consultation and agreement between the adjoining property owners and developer. Ensure you discuss your proposed fencing with your adjoining neighbours prior to construction. Refer to the relevant Neighbourhood Disputes Resolution Act 2011 (Dividing Fences and Trees) and all State Guidelines and Local Authority requirements.

If Street frontage fencing is to be constructed (including primary and secondary street frontages for corner lots) it must not exceed; 1.2m in height if 0% transparent, 1.5m in height if 50% transparent or 1.8m in height if 85% transparent. Street frontage fencing can be constructed from rendered and painted masonry to match the style of the house but must not contain unfinished common bricks, masonry or timber. Good neighbour fencing may be permitted on secondary street frontages providing that it is stained or painted prior to occupation and returns a minimum of 1m behind the front building line.

Street frontage fencing and landscape design (including materials and colours) must be submitted as part of the *approval process*. The seller reserves the right to assess street frontage fencing designs on their individual merit and may approve designs that vary from these design guidelines.

Features Constructed by the Developer

All retaining walls, fencing, advertising devices and entry features (including associated landscaping) constructed by the Developer MUST NOT be removed and is to be maintained by the allotment owner to the standard to which it was constructed and/or planted.

Where a developer constructed retaining wall adjoins your lot boundary and agricultural drain/slotted pipe has been provided at the base for drainage purposes, it is the responsibility of the owner/builder to connect this to an approved point of discharge (i.e. stormwater network).

Retaining Walls (excluding Retaining Walls constructed by the Developer)

Retaining walls visible from the street or public space are to be limited to 1,0m in height and constructed of high quality boulder, stone or masonry to match the dwelling

Retaining walls that adjoin or extend retaining walls constructed by the developer must be of the same material, colour and finish.

Timber retaining walls may be constructed along side boundaries (excluding secondary street frontages) and rear boundaries. Timber retaining walls along side boundaries must taper down to meet the finished ground line at the front of the property.

Please discuss any proposed retaining walls with your adjoining neighbour prior to construction to ensure that the height of the retaining is appropriate to suit the finished ground levels on the neighbouring property. Wall design and construction must be engineered certified for all applicable locations.



"Alkina" Design Essentials	Page 8 of 1 I
Bin Storage	 Each home is to include a bin storage area that: is not visible from public areas or screened from public areas; is not located in the primary frontage setback, unless the home is built to boundary on both sides of the lot with only one frontage; is not located in an enclosed garage; has a minimum area of 1 m x 2m; has access to the collection point without going through the home (excluding a garage)
Outbuilding	Outbuildings (structures such as sheds, workshops, aviaries etc separated from the home) must not be visible from the street or public area. Outbuildings must be 1.0m from all boundaries and at least 6m from a secondary road frontage. All outbuildings must be displayed on the site plan at the time of submitting your application under the approval process. Unfinished metal sheds of any size are not permitted. Sheds must be of a colour complimentary to the main home or roof colour. Any outbuilding is to be in accordance with statutory and regulatory requirements.
Landscaping	Turf to the front yard (front building line to road kerb and channel) must be completed prior to occupation. Landscaping to the front yard (front building line to road kerb and channel) and secondary frontage (if applicable) is to be completed within three (3) months of occupation. Landscaping is to consist of a variety of plants of different sizes and types, including trees, shrubs and ground cover to create an attractive setting for the home and the surrounding environment. A landscape plan detailing turfed area, planted area, paved areas and any water features is to be submitted as part of the approval process.
Developer Provided Landscaping	Removal of any landscaping (including street trees) planted by the Developer is NOT permitted. Any landscaping provided by the Developer is to be maintained by the owner to the standard to which it was constructed. This includes turf and planting within the road verge.
Care and Maintenance of Land during Construction	Site cleanliness is to be maintained always. An owner/builder must not permit or cause or authorise damage to an adjoining lot or the roadway/kerb and channel/footpaths and/or landscaping. Where such damage occurs, and the developer is required to undertake repairs, the costs of these works will be the responsibility of the owner/builder. No excavated or construction material shall be placed on any adjoining lot or open space area. A covered industrial bin, skip bin or maintained wire cage is to be provided on-site at the commencement of construction for the entire duration of the construction period. This industrial bin, skip bin or wire cage is to be regularly emptied and the site must be cleared of any rubbish and building material daily. Utilise a single point of entry to the site and ensure appropriate soil and sediment control measures are in place. The verge profile (from kerb to lot frontage) must remain as constructed by the developer with no levels altered. The height of all constructed services (i.e. water meters, service provider inspection pits and lids) must remain as constructed by the developer and exposed for access requirements. Should any site work undertaken by the owner/builder compromise these services, and the developer is required to undertake repairs, the cost of these works will be the responsibility of the owner/builder. Safety and environmental controls must be in accordance with all legislative requirements.





"Alkina" Design Essentials	Page 9 of 11
Michael Colonia Colonia	
	This estate has been placed on a maintenance period with the Local Authority and relevant Service Providers for a period of 1 to 2 years from successful completion of the development
	All Service Provider infrastructure contained within your lot must remain accessible and must not be interfered with (including build over, obstruct access to, or negatively change the surrounding ground level) without written consent from the relevant Service Provider.
Care and Maintenance of Land after Construction	Our staff, consultants, contractors, Local Authority and Service Provider staff or their agents may require access to your property to complete an off-maintenance inspection. You will be provided with 72 hours' notice of any required access.
	Should it be evident that you, your builder or any tenant have caused any damage to Local Authority or Service Provider infrastructure, including alterations to the surrounding land which is deemed unacceptable, it will be your responsibility to pay for all restoration costs.
	When a home is constructed, the owner is responsible for maintaining the front and secondary street frontages and to ensure all turf and garden areas are mowed and weeded to an acceptable standard.
	No sign shall exceed one (1) square metre in area and shall be of a good professional design.
Signage	Only one (1) professionally made "For Sale" sign and one (1) "Builders" sign may be erected on the land
	(This excludes signage as required by relevant Local Authority).
Developer Signage	Any developer constructed signage, including advertising and marketing signage/banner poles etc may not be removed without the prior written consent of Traspunt No. 10 Pty Ltd.
National Broadband Network (NBN)	If this estate is supplied with the NBN network, the applicable application reference number (ACYA) will be available upon request. It is the responsibility of the owner/builder to refer to the relevant technologies cabling guidelines before starting the installation process. Failure to comply with the relevant NBN standards and guidelines, including internal and external conduit paths and utility box separations, may prevent connection to the NBN or incur additional costs to be able to connect.

GLOSSARY OF TERMS

Moreton Bay Regional Council	
Unitywater Energex NBN (where applicable) APA (where applicable)	
To provide rules about each neighbour's responsibility for dividing fences and for trees so that neighbours are generally able to resolve issues about fences or trees without a dispute arising.	
 a) For a laneway lot – the non-laneway frontage; or b) For all other lots – the highest order road (not a motorway); or c) For lots with two road frontages (including a corner lot) to the same order road – the road that is dominate, having regards to; vehicle movement numbers over a standard day, width and length, and its role is providing the setback pattern and character of the surrounding area 	
A frontage that is not the primary frontage	
For a building or structure, the shortest distance measured horizontally from the outer most projection of a building or structure to the vertical projection of the boundary of the lot	
The line extending from the longest wall in the front elevation of the building. Note excludes porticos etc.	





BUYER AGREEMENT

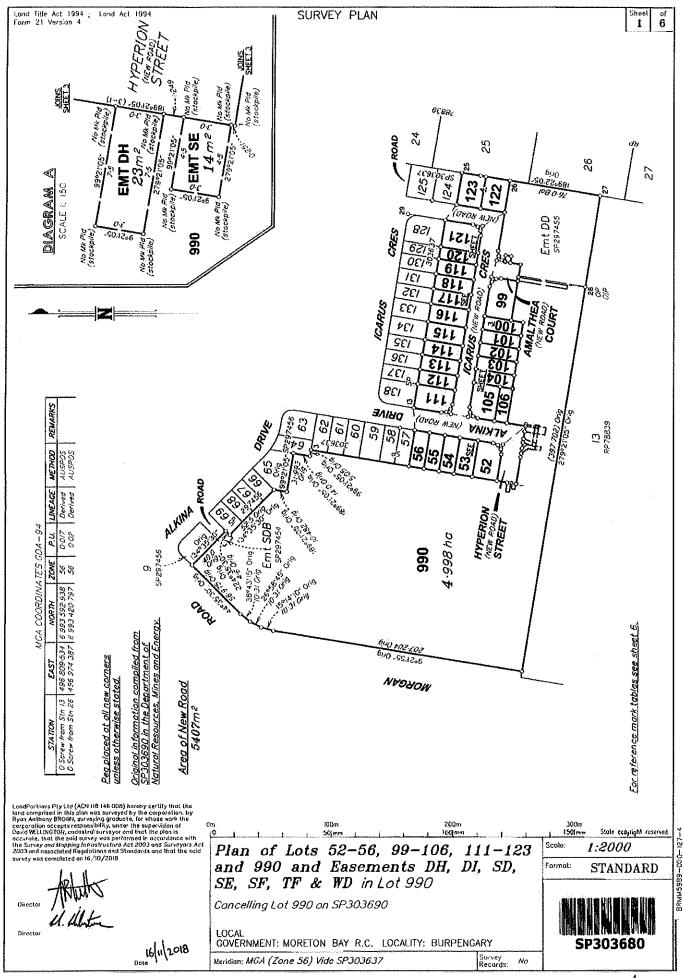
- 1. The Design Essentials are legally binding and form part of your Land Sales Contract.
- 2. The resale of vacant land is restricted, and a copy of these *Design Essentials* must be provided to any future home owners. Re-subdivision of your lot is NOT permitted.
- 3. The design of your home must comply with the *Design Essentials*.
- 4. No temporary or relocatable buildings or structures may be erected or located on a lot unless for use in connection with the construction of your home.
- 5. Interpretation of the *Design Essentials* remains the right of the seller.
- 6. Innovation and environmentally compatible design and construction techniques in the design of your home is encouraged.
- 7. The seller reserves the right to approve building works which do not comply with the *Design Essentials* if it is considered to be of outstanding merit.
- 8. The *Design Essentials* apply in addition to and not in lieu of other statutory and regulatory requirements. Please note you will require approval to build your home from the Local Authority and/or registered building certifier in addition to any approval given by the seller.

I acknowledge the vision for "Alkina" as outlined in this document and have read through the *Design Essentials* and understand my obligation to comply with the requirements noted in this document when constructing my home within the "Alkina" Estate.

Pes Armitage Property Pty Ltd As Trustee For The Pels Armitage Poperty Part Name

20 April 2020 Date Pol & Mondage Property Phy Ltd At Trustee For Property Trust Name

20 April 2020 Date



THE RESIDENCE AND ADDRESS OF THE PARTY OF TH Land Tille Act 1994 ; Land Act 1994 Form 21B Version 1 WARNING: Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins. 719204802 5. Lodged by TRASK LAND COPPORATION \$3216.00 11/01/2019 10:34 PO BOX 3013 **CE 400 NT** CLONTARIE OC 4019 3480 4200 deh, davitatrosx land. Com, Qu (Include address, phone number, reference, und Lodger Code) 1 Certificate of Registered Owners or Lessees. Existing Created Title Reference I/We TRASPUNT NO. IO PTY LTD Description New Lots Road Secondary Interests Emt DH, DI, SD, SE, SF, TF & WD A.C.N. 127 284 191 51166262 Lot 990 on 52-56, 99-106, New Rd SP303690 111-123 & 990 MORTGAGE ALLOCATIONS (Names in full) Lots Partially Encumbered * as Registered Owners of this land agree to this plan and dedicate the Public Use Mortgage Lots Fully Encumbered Land as shown the for in accordance with Section 50 of the Land Title Act 1994. 716692848 52-56, 99-106 & 111-123 990 land agree to this plan 716390381 990 SOLE PIRECEDA AND SECRETARY *Registered Owners*Lessees Signat **ENCUMBRANCE EASEMENT ALLOCATION** Lots To Be Encumbered Fasement 718631426 (Easement DD on SP297455) 990 718631418 (Easement SDB on SP297454) 990 718631421 (Easement SDB on SP297454) 990 Emt DE on SP303637, Emts T8 & TO on SP303637, Emt DF on SP303637 and Emts TC & TE on SP303637 fully absorbed by Emt EA on SP303637, Emts SA & SC on SP303637, Emt WB on SP303637, Emt EB on SP303637, Emt SB on SP303637 and Emt WC on SP303637 to be surrendered prior to registration of Emt DD on SP297455 partially absorbed by new road ADMINISTRATIVE ADVICE ALLOCATION * Rule out whichever is inapplicable Administrative Advice Lots to be Encumbered 2 Planning Body Approval. 713873702 52-56, 99-106, 111-123 & 990 * Planeting -Au Moreton Bay Regional Council 713873706 52-56, 99-106, 111-123 & 990 hereby approves this plan in accordance with the: 714847410 52-56, 99-106, 111-123 & 990 % Planning Act 2016 714847407 52-56, 99-106, 111-123 & 990 9. Building Format Plans only. I certify that: * As far as it is practical to determen, no part of the building shown on this plan encroaches anto adjoining lots or road? *Port of the building hown on this plan encroaches onto aligning *lots and road duy of January 2019 Cadostrol Surveyor/Director* Date Dated this 10 Lodgement Fees: 52-56, 99-106, POR IIV Greg Potter of 111-123 & 990 Survey Deposit

Team Leader Planning

% Insert applicable approving legislation

Local Govi : DA 290 67/2014

Surveyor: BRMM5989.000

4 References:

Dept File:

* Insert the name of the Planning Body

CMS Number

Name:

· Insert designation of signatory or delegation

3 Plans with Community Management Statement :

Lots

Orig Grant Allocation:

19.11.2018

B. Passed & Endorsed :

Date:

Signed:

Designation:

Oria

LandPartners Pty Ltd

Liamon Officer

SP303680

\$

\$

\$

\$

\$

Lodgement

Photocopy

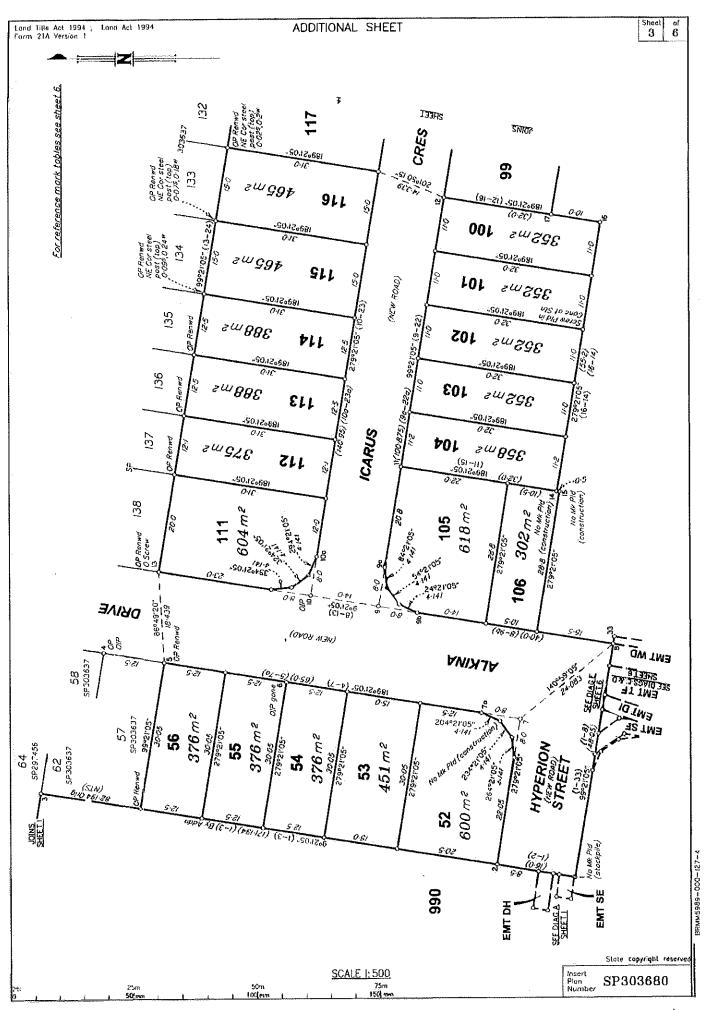
Postage

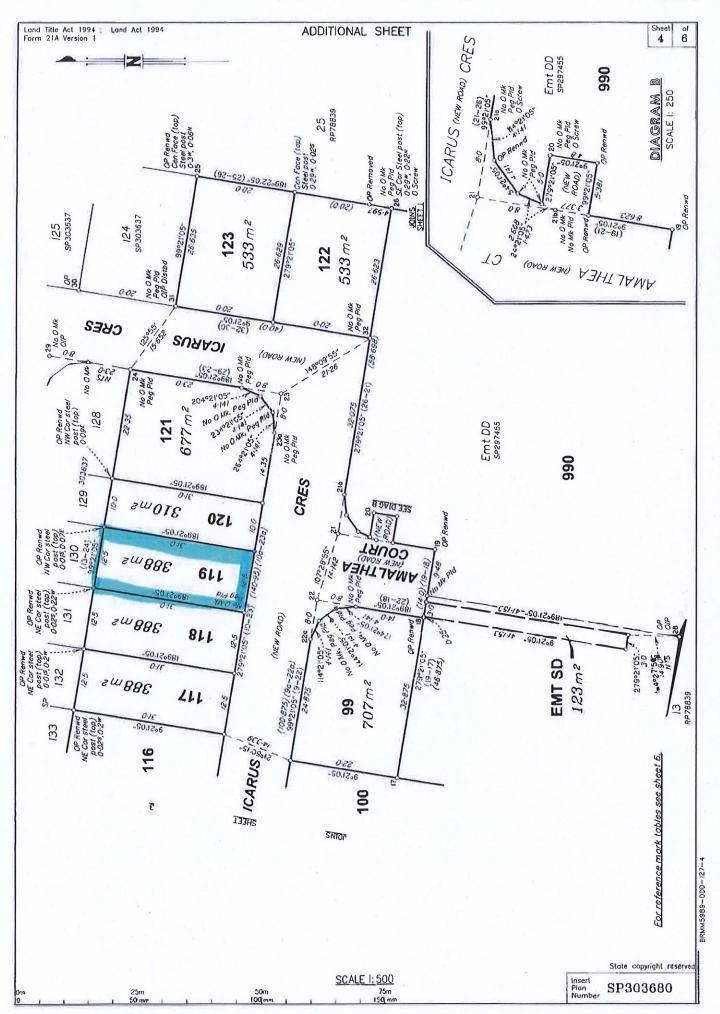
TOTAL

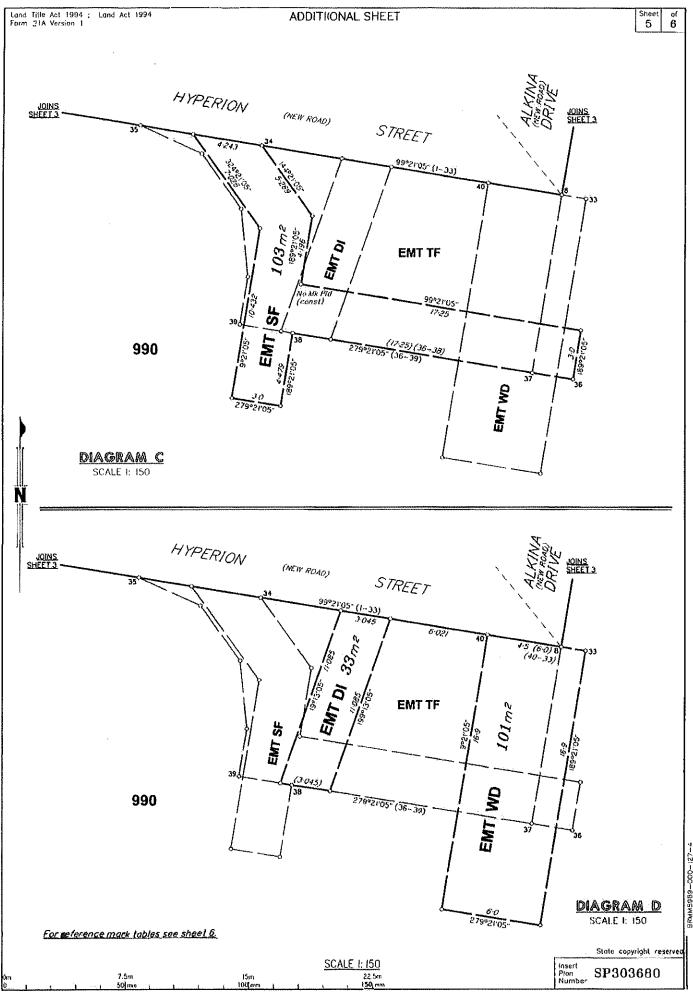
IL Insert Plon Number

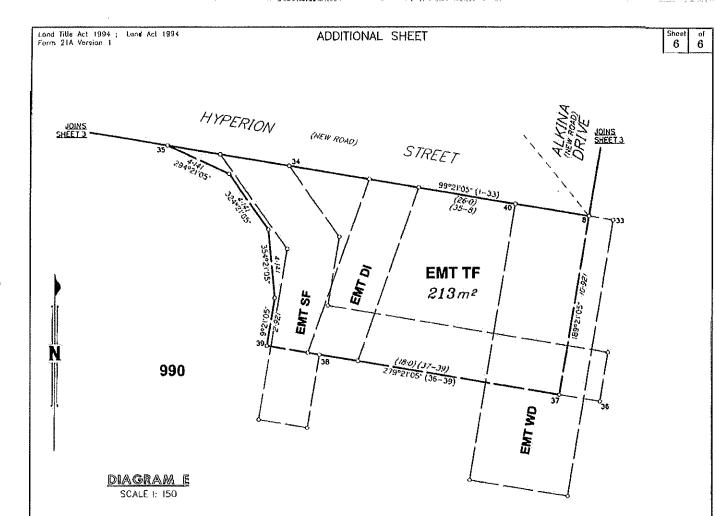
New Titles

206









Reinstatement Report

Sufficient original marks and original reference marks were found to reinstate all existing boundaries as per SP303637 and SP303690.

REFERENCE MARKS

	KEFE	RENUE MARKE)		_
STN	<i>70</i>	ORIGIN	BEARING	0157	1
4	OIP	67/SP303637	101927	0.519	1
5	Screw in Kb	· .	75°21'25"	5.205	1
6	OIP gone	4/SP303637	44014'	1035	New Conn
8	l Pin	· ·	334910'	0 705	
9	l Pin		87°58′	3-325	
9	l Pin		146049'40"	9 356	
10	1 Pin		540431	2.629	
ID.	OIP	5a/SP303637	6°56'10"	8 582	New Conn
13	O Screw in Kb	29/SP297456	6°02'05"	81-613	New Conn, MGA Conn
20	O Scraw in Rock Wolf	66/SP303637	1130021	1:396	
210	O Screw in Conc	59/SP303637	159°39'	16-501	
22	1 Pin		279°05′30"	7:377	1
23	Screw in Kb		197°34′	0 686	ĺ
24	Screw in Ko		100°58′	3.86	
26	O Screw in Conc	52/SP303637	227°38'45"	18-657	MGA Conn
28	OSP	69/SP303637	91°38'	11:877	
29	OIP .	19/SP303637	191°53′	9.715	
31	OIP Distbd	22/SP303637	244024	1226	(N & C)

State copyright remurve

SP303680

SCALE 1: 150

22.5m (50) mir

BE AWARE: SUBSTITUTION OF ANY STRUCTURAL MEMBERS, & OR VARIATIONS TO ANY PART OF THE DESIGN. WILL VOID ANY RESPONSIBILITIES OF THE BUILDING DESIGNER FOR THE STRUCTURAL INTEGRITY & PERFORMANCE OF THE BUILDING

Paul Chapman absolute to 1071086 Meb: 0429 611 122 Email bredsglood com cookies 4 Predging Cites cookies 4 Predging Cites APPROX. SITE LEVELS SEWER (APPROX.) | ROOF WATER (APPROX.) DEPTH: S نــ DEPTH: <u>S</u> <u>::</u> SLAB R.L = PAD R.L = FILE 임급 - DISCHARGE WASTE TO SEWER CONNECTION POINT. - DISCHARGE STORM WATER TO KERB & CHANNEL OR DRAIN, POSITION TO BE CONFIRMED. - SCRAPE VEGETATION FROM THE SITE TO PROVIDE A LEVEL BUILDING PLATFORM. - PROVIDE SEDIMENT CONTROL WHERE REQUIRED. - DRIVEWAY, PATH AND FENCING AS PER SPECIFICATION

BRABLA

BACKCAM ... CK AMEDINA SOUTHWE DET ENDINGENS A. WATE JEST A.

NEW RESIDENCE WAST PRESSURE PROJECT.

_0 -v 5 1 1

CLIENT

LOCATION

LOT 119 ICARUS CR BURPENGARY OLD SP; 303680 HOUSE TYPE

THE LOCKHART PAGE SIZE

Thursday, 13 February 2020 2,1 DRAW NO

YBNS CKESCEN.

17 - 4029 PROJECT NO

DOWNWES

THE ROOF WATER TO BE RAN TO THE STREET USING 2 X 100mm DIA PIPE

AND SHALL NOT EXCEED A GRADIENT OF 1 IN 4 DRIVEWAY TO BE FINISHED AS REQUIRED BY THE LOCAL COUNCIL AUTHORITIES (EXPOSED AGG.)

LOT 118

1:200 SITE PLAN



IMPORTANT: INVERT AND SURFACE LEVELS & DEPTH SHOWN ARE TAKEN FROM THE OVERALL ESTATE CONTOURS PROVIDED. FINAL LEVELS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING ANY WORK.

P.A.

4,300

LOT 120

31000mm

88,

0501

12500mm

12500mm

LOT 119 388msq

605'Þ

ZSE 1

'05*L*

'050' I

5,800

310000mm

7,265

050

© Copyright



Ernasi: a primage

BRAELA

Paul Chapman QBSA LIC: 1071096
Mob: 0429 611 122
Email: braela@idoud com
44 Pergaine Cres

AREA: DWELLING LIVING = 101.69msq GARAGE = 21.05msq PORCH = 2.27msq ALFRESCO = 7.85msq TOTAL = 132.86msq

פארם ביונו אינו מלילם יכים

LIVING = 44.95msq AREA: UNIT

TO CASS THE DADRESS

ALFRESCO = 5.88msq TOTAL = 73.33msq GARAGE = 21.49msq PORCH = 1.01msq

TOTAL = 206.19msq

220

3,000

70,, 530,,530,,70

70, 1,400 90, 1,500. 70, . 3,000

18,410

21,520

3,000

05, 1,130 ,05.

3,000

06, 1500 1,500 1,500 2,800 _ 70, 1,500 70,,530,,70

3,300 3,300

4,200

4,200

220,-, 7,310

3,110

3,300 07, 1,100 ,70

2

7,601 , 220

> 220, 23

-70,- 1,400_ 90,r-

220

6,000

7,040

NEW RESIDENCE PROJECT

CLIENT.

LOT 119 ICARUS CR BURPENGARY QLD SP: 303680 HOUSE TYPE. Thursday, 13 February 2020

DRAW NO

17 - 4029 PROJECT NO

SIGNATURES:

PAGE SIZE:

THE LOCKHART

SEDII UFIDIA M 2001

BED 1

MEALS

12 18 SW

ALFRESCO.

150,

1 '022

012

350

\$59'2 hiz' 000°É 3000 1,220 - "òi 019'1 1.055 "07 003,1 95,0 1'600 5,656 BED 3

ENTRY GARAGE GARAGE BED 2 2 WW. NO. BATH BED 1 ENTRY 8

¥

per

BED 2

1 '512 409'1" '"SIZ

512 1

00701

515 -629'1

MS 91 1.

0\$6° "OL

1791

5,620

Ā.

FAMILY

02"

07"

5255

525'5

- 1022

2,835

5852

"ōĒ

"ÖL

₹85°€

70,495,70 -215-3,000 3,000 .07, 880 ,,70 02" 056 "02 4 950 2 3,471___ 4,420 3,541 3,401 70,, \$30,,70 2,

LIVING

ALFRESCO

220, 220,

6,420

000'9

9,925

3,300 3,520 - 2,700 220, ,

21,520

2,385

IF IN DOUBT — ASK DO NOT ASSUME

© Copyright

GROUND FLOOR

P. A -

WILL VOID ANY STRUCTURAL MEMBERS, & OR VARIATIONS TO ANY PART OF THE DESIGN, WILL VOID ANY RESPONSIBILITIES OF THE BUILDING DESIGNER FOR THE STRUCTURAL INTEGRITY & PERFORMANCE OF THE BUILDING

THE ROOF TO BE CONSTRUCTED USING ENGINEERED ROOF TRUSSES INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AND SHALL HAVE A PITCH OF 2.2, DEGREES

SELECTED 2400w X 2100h PANELIFT DOOR TO GARAGE

FRONT ELEVATION

1:100

THE INTERNAL WALLS TO BE 70mm PINE STUD FRAMES UNESS OTHERWISE NOTHERWIS HOLD WITH 10mm GYPROCK AND 6mm VILLA BOARD TO THE WET AREA'S AS REQUIRED

THE EXTERNAL WALLS TO HAVE SARKING FITTED AS REQUIRED

REAR ELEVATION

1:100

THE CEILINGS TO BE 10mm GYPROCK DIRECT FITTED TO THE UNDERSIDE OF THE ROOF TRUSS BOTTOM CORDAS REQUIRED BY THE MANUFACTURER

CLIENT

THE EAVES OVERHANG TO BE 300mm TO BE MEASURED FROM THE FACE OF THE BRICKWORK TO THE REAR OF THE FASCIA AND SHALL BE LINED WITH 4.5mm F/C SHEETING AS REQUIRED

THE ALFRESCO AND PORCH SLABS TO BE STEPPED DOWN 150mm FROM THE MAIN SLAB LEVEL

RIGHT ELEVATION

THE DOWN PIPES TO BE SELECTED COLORBOND OR PVC AND SHALL BE INSTALLED IN THE LOCATION AS INDICATED ON THE FLOOR PLAN

THE EXTERNAL WALLS TO BE 230mm BRICK VENEER IN SELECTED FACE BRICK

THE GUTTERS TO BE SELECTED COLORBOND WITH THE STYLE TO BE CONFIRMED WITH THE BUILDER

LEFT ELEVATION

THE FLOOR SLAB TO BE REINFORCED CONCRETE RAFT SLAB AS REQUIRED BY THE ENGINEERS AND SHALL BE READ IN CONJUCTION WITH THEIR DETAILS

BRAELA

Paul Chapman QBSA LIC: 1071095
Mob: 0429 611 122
Email: braela@icloud.com
44 Peregnne Cres
COOMERA QLD 4209

THE ROOF TO HAVE SELECTED CONCRETE ROOF TILES FITTED TO BATTENS AS REQUIRED

SULLEND CLASS SUCKED-FOR SOA CLASS SEE ENGINEERS

NEW RESIDENCE PROJECT

LOCATION:

LOT 119 ICARUS CR BURPENGARY QLD · SP: 303680

THE LOCKHART HOUSE TYPE: PAGE SIZE

A3 DATE

Thursday, 13 February 2020

4.1 DRAW NO:

17 - 4029 PROJECT NO:

SIGNATURES

IF IN DOUBT — ASK DO NOT ASSUME © Copyright

ABN 13 602 562 767 ACN: 602 562 767 DO DOC: 1504097 DO DOX 48 Burpengary QLO-505 PO DOX 48 Burpengary QLO-505 PO DOX 48 Burpengary QLO-505 POX 505 915 POX 07 3886 8473 Email: 16m@Bandbeonrap.com.au. 2 8



HOUSE AND LAND PACKAGE SPECIFICATIONS

BNB Constructions Qld Pty Ltd is a family owned and run building company, specialising in full turnkey packages for investors and owner occupiers.

The BNB Constructions Qld team are committed to providing you with an affordable home or investment in the shortest time without loss of quality. To the end your supervisor will be tightly controlling your home build from when your plans are released from council through to practical completion.

Your new home includes everything you need to start living!

A true turnkey package including these key features:

- ✓ Your choice of colours and inclusions from our builders standard range
- ✓ Architectural vanities, tap ware and toilet suites
- ✓ Quality doors and door hardware
- ✓ Complete kitchen
- ✓ Slideout range hood
- ✓ Stone bench tops to kitchen and bathrooms
- ✓ Stainless steel dishwasher, oven and hotplates
- ✓ Tiles and carpets throughout
- ✓ Braemar Air conditioner unit to family and bedroom 1*
- ✓ Security screens to windows and doors
- ✓ Blinds to windows
- ✓ Ceiling fans to all bedrooms
- ✓ Driveway, pathways and alfresco areas
- ✓ Turf, fencing, landscaping, letterbox and clothesline
- ✓ Six-year structural guarantee
- ✓ 12 month defects liability period
- \checkmark Quality assurance in construction warranties and certificates provided

P.A. = 4.

Page 1

STANDARD INCLUSIONS

General

- Fixed price contract on a level block (up to 1 meter cut and fill)
- Six-year structural guarantee
- 12 months defects liability period
- Contractor's all risk insurance
- Engineers report (soil test, slab and footing design)
- Quality assurance in the construction warranties and certificates provided

External

- Brick veneer with engineer designed reinforced slab up to H1
- Pre-selected brick colours, bagged and painted to front façade. Remainder of house facebrick
- Colorbond roof in pre-selected colour scheme
- Maintenance free Colorbond fascia and gutter system in pre-selected colours to match
- Powder coated aluminium window and sliding door frames with locks from standard colour range
- Security screens to windows of lowset houses, and lower level of highset homes to match window colour
- Security screens to all external doors
- Chrome door lock with matching deadlock from standard range
- Moulded front door to suit, timber painted to suit colour scheme
- Foldaway clothesline (wall or fence mounted)
- Pre-wired TV antenna
- Termite barrier installed in accordance to the National construction code of Australia

Internal

- Carpet to living room (where applicable), floor tiles elsewhere (except garage)
- Plasterboard lining
- Fully painted throughout three (3) coats, gloss to doors and architraves, plus feature wall to family or living room where applicable
- Quality satin chrome door knobs throughout
- 90mm cove cornice throughout
- Vertical blinds on all windows and sliding doors
- Pencil round mouldings throughout

Please note: Proposed internal and external finishes are subject to change. The seller reserves the right to substitute similar colours or products depending on availability or other constraints. 04/02/2020

- Bank of painted wooden shelves to linen cupboard
- Pre-selected internal and external Legrande HPM excel light fittings.
- Down lights throughout
- Ceiling fan to each bedroom

Kitchen

- Ample cupboard space, including overhead cupboards, in pre-selected laminate to match with bulkheads
- Stone bench tops in standard range colours
- $1 + \frac{3}{4}$ bowl stainless steel sink
- Pre-selected or choice of wall tiles and feature tiles to match
- Microwave space
- Fridge space, plumbed in
- Large pantry with laminate shelving
- 600mm Beko stainless steel fan forced oven
- 600mm Beko glass ceramic cook top
- 600mm Beko stainless steel range hood
- Chrome gooseneck sink mixer
- Beko stainless steel dishwasher/drawers

Bathroom, ensuites and toilets

- Fully laminated cupboards
- Stone bench tops
- Exhaust fans to bathrooms and ensuites
- Pre-selected or choice of wall and floor tiles plus feature tiles to match
- 2-meter-high wall tiling to all shower areas
- White dual flush toilets
- Tiled shower trays
- Wall mounted vanity units with white china basins
- Colour coordinated taps throughout
- Clear glass, powder coated shower screen frames
- Pivoting glass shower doors
- Mirrors above vanities, powder coated frames
- Privacy latches to bathroom and WC doors
- Chrome towel rails or rings and toilet roll holders
- Builders quality range of flick mixer taps to showers with shower rails
- Shower niches

<u>Bedrooms</u>

- Pre-selected carpet to bedrooms
- Privacy latch to Bed 1
- Swing door for walk in robes (where applicable) and fitted mirror sliders to wardrobes, colour co-ordinated, with painted wooden shelving

Laundry

- Colour coordinated taps
- Glo-tub or Laminated cupboard, 45 Litre laundry tub
- Pre-selected wall and floor tiling

Landscaping

- CCA treated pine fencing with side access gates
- Acid washed concrete driveway, pathways and alfresco areas
- Turf and planted garden to front and rear yard
- Two external brass garden taps to each house
- Letterbox with street number
- No retaining will be supplied, this will be at cost of the client/s

Miscellaneous

- Slimline profile, double garage with remote control sectional door or single roller door with remote control in colorbond colours Classic Range
- *Braemar split system air conditioners to family room (5.0KW), and bedroom 1 (2.5KW) in the dwelling and air conditioner to living room (5.0KW) in the secondary dwelling.
- Rinnai electric hot water system
- Hard-wired smoke detectors with battery backup as per new regulation standards
- Pre-wired TV point in living or family room and bedroom 1
- Pre-wired telephone point in the kitchen or bedroom 1
- Ample power points throughout
- Pest control treatment
- Ceiling and wall insulation
- Final detail clean on completion
- Site clean up



Lot 119 Icarus Cres, Burpengary Colour Scheme

External

Item	Supplier	Colour
Bricks (white mortar)	PGH	Rice
Cladding		Wallaby (Above Windows Surfmist)
Steel Post		Colourbond Wallaby
Windows	Dowell	Surfmist
Fascia	Dynamic Bradview	Dune
Gutters	Dynamic Bradview	Dune
Roof	Dynamic Bradview	Wallaby
Garage door	Dynamic Doors	Wallaby

Internal and Exterior Painting

Garage door frame	Corinthian/Solver	Wallaby
Entry door	Corinthian/Solver	Dune
Entry door jamb	Corinthian/Solver	Dune
Back door	Corinthian/Solver	Dune
Eaves soffits	Solver	Surfmist
Downpipes	Solver	Surfmist
Meterbox	Solver	Surfmist
Internal Ceiling & cornice	Solver	Ceiling White 636
Internal Walls	Solver	Designer White 717 low sheen
Internal Skirting and internal doors	Solver	Designer White 717 gloss

BNB Constructions Qld Pty Ltd

ABN: 13 602 582 767 ACN: 602 582 767 QBCC: 1304097

PO Box 48 Burpengary Qld 4505 Ph: 0413835913 Office: (07) 3888 8473

00/00/2018

Page 1

Tiles

Main Floor, wet area floor & Skirt	Tile city	CLV Arctic Light Grey Matt Pressed 450 x 450
Wet area walls, bathface, vanity splash & laundry splash	Tile City	Gloss White Pressed Edge 300 x 600, laid horizontally stacked
Kitchen splash	Tile City	Matt BD PB Light Grey Matt Structured 65 x 265 horizontally stacked

Kitchen & Vanities

Benchtops	Smartstone	Arcadia
Doors	Flexi	Designer White
Feature overhead cupboards	Flexi	Designer White
Kickers		Same as doors
Handles		5 & 6
Kitchen appliances	RT Edwards	Stainless steel

Other

Laundry	Central Plumbing	Tub and cabinet
Taps	Central Plumbing	Silver Chrome
Basins, bath & toilets	Central Plumbing	White
Shower screens, mirrors and wardrobes trim	Civic	Silver frames
Carpet	Flooring Creations	Daytona - Cyber Grey
Window Blinds	Precision	PB Pearl
Window Screens	Aztec Screens	Surfmist
Door Screens	Aztec Screens	Dune
Driveway	Hy-Tec	Blue Metal exposed aggregate
Letterbox	All-Sorts	White
Clothesline	Alf-Sorts	White

BNB Constructions Qld Pty Ltd
ABN: 13 602 582 767 ACN: 602 582 767 QBCC: 1304097
PO Box 48 Burpengary Qld 4505 Ph: 0413835913 Office: (07) 3888 8473

00/00/2018

P.A. Page 2