

17-1

PJM MEYER SMSF
GENERAL LEDGER FOR THE PERIOD 06/08/2020 TO 30/06/2021
FROM ACCOUNT 772/000 TO 772/999 - ENTRIES: ALL

Printed: Thursday 21 October, 2021 @ 09:21:47

Date	Ref	Type	Units	Debits \$	Credits \$	Balance \$
772 <u>Real Estate Properties (Australian)</u>						
772/001 <u>Unit 2426 Cova, 42 Outrigger Circuit, Hope Island Q 4212</u>						
01/10/2020*	765	Journal - Non Cash			55,725.00	(55,725.00)
Narration: Extract P&E per QSR						
01/10/2020	772	Journal - Cash	1.0000			(55,725.00)
Narration: Contract date						
14/10/2020*	141020	Bank Statement		53,700.00		(2,025.00)
Narration: TRANSACT FUNDS TFR TO MCCULLOUGH ROBERTS - Lot 2426 Cova deposit						
14/05/2021*	140521	Bank Statement		490,957.00		488,932.00
Narration: INVESTMENT PROPERTY PAYMENT AND SUNDRIES - property settlement						
19/05/2021*	772	Journal - Cash			740.81	488,191.19
Narration: T/up settlement adjustments						
19/05/2021*	772	Journal - Cash			288.73	487,902.46
Narration: T/up settlement adjustments						
19/05/2021*	772	Journal - Cash			257.00	487,645.46
Narration: T/up settlement adjustments						
19/05/2021*	772	Journal - Cash			16.82	487,628.64
Narration: T/up settlement adjustments						
09/06/2021*	090621	Bank Statement			537.09	487,091.55
Narration: Andrew Wheldon L A Wheldon Sol - refund of overpayment - (Account 772/01 does not exist)						
			1.0000			
				Total Debits:	\$544,657.00	
				Total Credits:	\$57,565.45	
				Current Year Profit/(Loss):	N/A	

SETTLEMENT STATEMENT

17-2

Matter No: 192137LAW
Re: PJM Meyer SMSF Pty Ltd ACN 643 258 011 as trustee for PJM Meyer SMSF Purchase from Australand Land and Housing No. 5 (Hope Island) Pty Ltd ACN 106 404 942, Australand Land and Housing No. 7 (Hope Island) Pty Ltd ACN 106 487 334 and Australand Land and Housing No. 8 (Hope Island) Pty Ltd ACN 106 487 414
Property: Lot 2426, Cova Central Residences, Hope Island, Queensland 4212

Settlement Date: 19 May, 2021
Adjustment Date: 23 April, 2021
Contract Date: 1 October, 2020
Settlement Place: PEXA
Settlement Time: 2:30pm

Contract Price	\$537,000.00
Less Deposit	<u>53,700.00</u>
	\$483,300.00
Plus Land Tax (see calculation method below)	<u>16.82</u>
	\$483,316.82
Plus Body Corporate Fees (for period 23/04/2021 to 31/05/2021) Fully payable by Buyer	<u>288.73</u> ^
	\$483,605.55
Plus Body Corporate Fees (for period 1 June 2021 to 31 August 2021) Fully payable by Buyer	<u>740.81</u> ^
	\$484,346.36
Plus Body Corporate Insurance (1st year) \$332.38 (paid for period 31/01/2021 to 31/01/2021) (see calculation method below)	<u>257.00</u> ^
	\$484,603.36
Less Rebate	<u>16,110.00</u>
BALANCE AT SETTLEMENT	<u>\$468,493.36</u>

CHEQUE DETAILS

1. Body Corporate for Cova Central Residences CTS 52381	\$1,029.54
2. Deputy Commissioner of Taxation	\$36,463.00
3. Property Exchange Australia	\$87.45
4. Commissioner of State Revenue	\$150.00
5. Frasers Property Ltd	<u>\$430,763.37</u>
CHEQUES TOTAL	<u>\$468,493.36</u>

POSTED

SETTLEMENT STATEMENT

17-3

Matter No: 192137LAW
Re: PJM Meyer SMSF Pty Ltd ACN 643 258 011 as trustee for PJM Meyer SMSF Purchase from Australand Land and Housing No. 5 (Hope Island) Pty Ltd ACN 106 404 942, Australand Land and Housing No. 7 (Hope Island) Pty Ltd ACN 106 487 334 and Australand Land and Housing No. 8 (Hope Island) Pty Ltd ACN 106 487 414
Property: Lot 2426, Cova Central Residences, Hope Island, Queensland 4212

Calculation Methods:

- **Land Tax** - \$530,327 (averaged value of Lot 59 on SP267339 – land from which Cova Stage 24 master parcel derived from (L59)) / \$1,449,868 (total taxable value of all land owned by the seller) x \$23,471.55 (Land Tax payable on all land owned by seller) = \$8,585.33 (Land Tax payable for L59) / 10,087m² (area of L59) x 5,042m² (area of Lot 61 on SP313559 – Cova Stage 4 master parcel (L61)) - \$4,291.39 (Land Tax payable for L61) / 5,037 (total interest lot entitlement for the stage) x 106 (interest lot entitlement for the Lot). (Please note calculations are based on an assessment received by the Seller for the 2019/2020 financial year. This is due to the fact the assessment is yet to be issued by the Office of State Revenue for this current financial year.)

- **Body Corporate Insurance** - \$17,126.13 (total premium) - \$1,332.03 (insurer total GST and admin fee GST) = \$15,794.10 (premium amount to be adjusted) / 5,037 (total interest lot entitlement) x 106 (interest lot entitlement).

SETTLEMENT REQUIREMENTS

1. Letter to Stakeholder authorising release of deposit
Copy of BCCM Form 8 notice to body corporate signed by the buyer
100% of accrued interest on the deposit to be paid to buyer upon completion

17.4

Andrew Wheldon Solicitor
ABN 96119277254

PO Box 808
Everton Park Qld 4053
Ph. 07 3855 8880
Fax. 07 3855 8881
office@andrewwheldon.com.au

PJM Meyer SMSF Pty Ltd ACN 643 258 011
as trustee for PJM Meyer SMSF
20 Promenade Circuit
HOPE ISLAND QLD 4212

Trust Account Receipt

Date: 14/05/2021
Date Entered: 17/05/2021
Receipt No: 15844

Received From:	PJM Meyer SMSF Pty Ltd ACN 643 258 011 as trustee for PJM Meyer SMSF 20 Promenade Circuit HOPE ISLAND QLD 4212	Account Name:	Andrew Wheldon Solicitor Law Practice Trust A/c
		Bank:	Commonwealth Bank of Australia
		BSB:	064-000
		Account Number:	1267 4689

Payment Method	Total Amount	Amount in words
Direct Deposit	\$490,957.00	Four Hundred And Ninety Thousand Nine Hundred And Fifty Seven Dollars

Matter No	Client	Description	Reason	Amount
192137LAW	PJM Meyer SMSF Pty Ltd ACN 643 258 011 as trustee for PJM Meyer SMSF	Purchase of Lot 2426, Cova Central Residences Stage 24, HOPE ISLAND	Settlement funds, stamp duty, professional fees & outlays	\$490,957.00

Receipt made out by: Tracey Allen
On behalf of Andrew Wheldon Solicitor

17-5

ANDREW WHELDON
SOLICITOR

538 South Pine Rd EVERTON PARK QLD 4053
PO BOX 808 EVERTON PARK QLD 4053
Phone No (07) 3855 8880 Fax No (07) 3855 8881
Email Address: office@andrewwheldon.com.au
Web Address: www.andrewwheldon.com.au

DATE: 20/05/2021
Our ref: LAW:REC:192137LAW

TRUST STATEMENT OF ACCOUNT

Client: Mr Paul Jeffrey Meyer

PROPERTY: Lot 2426, Cova Central Residences, Hope Island

<u>Description</u>	<u>Dr</u>	<u>Cr</u>
Funds received from client		\$490,957.00
Settlement monies	\$468,493.36	
PEXA fees	\$87.45	
Stamp Duty (paid)	\$17,220.00	
Titles office registration fees	\$1,490.00	
Our legal fees	\$3,129.10	
Funds to be refunded to client	\$537.09	
TOTALS	\$490,957.00	\$490,957.00

**C
O
V
A**

HOPE ISLAND

CONTRACT

Proposed Lot [2426]

Cova Central Residences
(Stage 24 – Waterline – built form)
Hope Island, Queensland



CONTRACT FOR SALE

PARTICULARS OF SALE

Item	Term	Meaning of the term
A.	Contract Date	<u>1 October</u> <u>2020</u>
B.	Seller's Agent	Name: Frasers Property Real Estate Pty Limited ABN 94 065 458 782 Address: Level 3, 154 Melbourne Street South Brisbane Qld 4101
C.	Seller	Name: Australand Land and Housing No. 5 (Hope Island) Pty Limited ACN 106 404 942 Australand Land and Housing No. 7 (Hope Island) Pty Limited ACN 106 487 334 Australand Land and Housing No. 8 (Hope Island) Pty Limited ACN 106 487 414 Address: of C/o Level 3, 154 Melbourne Street, South Brisbane, Queensland 4101
D.	Seller's Lawyers	Name: McCullough Robertson Lawyers Address: Level 11, 66 Eagle Street, Brisbane Qld 4000 Telephone: (07) 3233 8888 Facsimile: (07) 3229 9949 Email: fraserssales@mccullough.com.au Reference: MAG:ABM:157152
E.	Buyer	Full Name: PJM Meyer SMSF Pty Ltd ACN 643 258 011 as trustee for PJM Meyer SMSF Address: 20 Promenade Circuit, HOPE ISLAND QLD 4212 Email: paul.megan.meyer@gmail.com Telephone: (Buyer 1) 0423 007 654 (Buyer 2) Tax file no.: Buyer 1: 150 130 172 Buyer 2: 169 305 184 (for deposit investment) Date of birth: Buyer 1: 15/1/1969 Buyer 2: 19/1/1969 (for deposit investment) Buyer ID: Each Buyer to provide a copy of ID e.g. Australian drivers licence or other equivalent identification for Australian resident and passport for a foreign person Is Buyer: <input checked="" type="checkbox"/> Investor <input type="checkbox"/> Owner occupier (Buyer to identify Buyer's intention at the date of this contract)
F.	Foreign person	Is the Buyer a foreign person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If neither box is ticked, the Buyer warrants that it is not a foreign person – see clause 30) (If the Buyer is a foreign person this contract is subject to FIRB approval within 40 days after the Contract Date).
G.	Buyer's Lawyers	Name: Andrew Wheldon Address: 2/538 South Pine Road, EVERTON PARK QLD 4053 Telephone: 07 3855 8880 Facsimile: Email: law@andrewwheldon.com.au Reference:
H.	Property - Lot	Proposed Lot <u>2426</u> 'Cova Central Residences' (Stage 24 – Waterline – built form) as shown on the Disclosure Plan in Schedule 1 to this contract and in Part 4 of the Disclosure Memorandum
I.	Colour scheme	'Salt' (light scheme) <input checked="" type="checkbox"/> 'Sea' (dark scheme) <input type="checkbox"/> (Mark one box to indicate which colour scheme applies - See clause 50.3).
J.	Purchase Price	\$ <u>537,000.00</u> (including GST)
K.	Deposit	Initial deposit \$ <u>53,700.00</u> payable on the Contract Date Balance deposit \$ <u>0.00</u> payable on or before 14 days from the Contract Date Total deposit \$ <u>53,700.00</u>

Buyer

Client No: 3435967 Duties Act 30

Transaction No: 521455360

Duty Paid \$ 17,980.00 Exempt

UTI: Nil

Date: 15/10 Signed: [Signature]

L. Deposit Holder	McCullough Robertson Lawyers Level 11, 66 Eagle Street Brisbane Qld 4000 (a recognised entity under the BCCM Act)
M. Settlement Date	The date determined in accordance with clause 10.
N. Place for Settlement	The offices of the Seller's Lawyers or as otherwise nominated by the Seller's Lawyers
O. Guarantors (If buyer is a company or trust)	Full Names Megan Meyer and Paul Jeffrey Meyer
	Address 20 Promenade Circuit, HOPE ISLAND QLD 4212

DETAILS IF BUYER IS A TRUSTEE OF A TRUST/SUPERANNUATION FUND

If the Buyer is a trustee of a trust/superannuation fund, for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) please provide in the space provided below the name, address and place of ordinary residence of each beneficiary of the trust/superannuation fund and each natural person who has a controlling interest in the trust/superannuation fund as defined in the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Name of each beneficiary	Address - ordinary place of residence	Foreign Person
PAUL JEFFREY MEYER	20 PROMENADE CIR HOPE ISLAND	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MEGAN MEYER	QLD 4212	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of each natural person with Controlling Interest	Address - ordinary place of residence	Foreign Person
PAUL JEFFREY MEYER	20 PROMENADE CIR HOPE ISLAND	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MEGAN MEYER	QLD 4212	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

DETAILS IF BUYER IS A COMPANY

If the Buyer is a corporation, for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) please provide in the space provided below the name, address and place of ordinary residence of each director, secretary and shareholder of the company and each natural person who has a controlling interest in the trust/superannuation fund as defined in the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

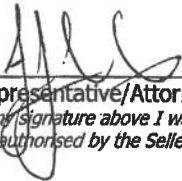
Name of each Director/Secretary	Address - ordinary place of residence	Foreign Person
PAUL JEFFREY MEYER	20 PROMENADE CIRCUIT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MEGAN MEYER	HOPE ISLAND QLD 4212	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of shareholder	Address - ordinary place of residence	Foreign Person
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of each natural person with Controlling Interest	Address - ordinary place of residence	Foreign Person
PAUL JEFFREY MEYER	20 PROMENADE CIRCUIT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MEGAN MEYER	HOPE ISLAND 4212	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTED as an agreement in Queensland.

Seller's execution

Signed for and on behalf of
Australand Land and Housing No. 5 (Hope Island)
Pty Ltd ACN 106 404 942, Australand Land and
Housing No. 7 (Hope Island) Pty Ltd ACN 106 487
334 and Australand Land and Housing No. 8 (Hope
Island) Pty Ltd ACN 106 487 414 by a duly
authorised Representative/Attorney for each of
those companies:

A 
Witness
*(Witness not required if the Seller signs this Contract by
Electronic Signature)*

A 
Seller's Representative/Attorney
*(By placing my signature above I warrant that I am
the Seller or authorised by the Seller to sign this
Contract)*

A Jaculin Kate Mills
Full name of Witness

The contract may be subject to a five 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's execution

Buyer's execution – Individual

SIGNED by the Buyer(s) named in the Particulars of Sale)
in the presence of:)

Signature of Buyer
*(By placing my signature above I warrant that I am the Buyer
or authorised by the Buyer to sign this Contract)*

Witness
*(Witness not required if the Buyer signs this Contract by
Electronic Signature)*


Signature of Buyer
*(By placing my signature above I warrant that I am the Buyer
or authorised by the Buyer to sign this Contract)*

Buyer's execution – Company

SIGNED by the Company named as Buyer in the)
Particulars of Sale in accordance with Sections 126 or)
127 of the Corporations Act in the presence of:)

.....PJM Meyer SMSF Pty Ltd
ACN 643 258 011.....

Director/Sole Director



Witness Mitchell Coonan



Director/Secretary

Guarantor's execution

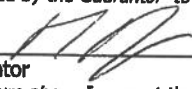
SIGNED by the Guarantor(s) named in the Particulars of Sale in the presence of:)



Signature of Guarantor
(By placing my signature above I warrant that I am the Guarantor or authorised by the Guarantor to sign this Contract)



Witness
(Witness not required if the Guarantor(s) signs this Contract by Electronic Signature)



Signature of Guarantor
(By placing my signature above I warrant that I am the Guarantor or authorised by the Guarantor to sign this Contract)

Deposit Holder's acknowledgement

The Deposit Holder acknowledges having received the Initial Deposit or Deposit (as the case may be) and agrees to hold it as provided in this contract.

Deposit Holder

RECITALS

- (A) The Seller is or will be the Registered owner of the Land. Subject to this contract and the Disclosure Memorandum, the Seller intends to reconfigure the Scheme Land and then subdivide the Land to establish the Subsidiary Scheme to include the Lot and build the Residence on the Lot.
- (B) The Seller desires to sell and the Buyer desires to buy the Property including freehold title to the Lot.

OPERATIVE PART

1 Definitions and Interpretation

1.1 Definitions

In this contract:

'Architect' means the architect, project manager or other person nominated or employed by the Seller from time to time to supervise construction of the Residence.

'ATO' means the Australian Taxation Office.

'Australian Privacy Principles' means the Australian Privacy Principles as defined in the *Privacy Act 1988* (Cth).

'Authority' means any government agency or body, whether federal, state or local.

'Balance Purchase Price' means the Purchase Price less the Deposit (subject to any adjustments required by clause 11) plus any other amounts to be paid by the Buyer to the Seller under this contract unless otherwise stated.

'Bankruptcy Act' means the *Bankruptcy Act 1996* (Cth).

'BCCM Act' means the *Body Corporate and Community Management Act 1997* (Qld) and includes the Regulation Module.

'Body Corporate' means the bodies corporate for the Subsidiary Scheme, the Principal Scheme (and, where the context permits, either or both of them) to be created or changed on recording of the CMS under the BCCM Act.

'Body Corporate Levies' means all contributions levied on the owner of the Lot by the Body Corporate under the BCCM Act.

'Body Corporate Notice' means the notice of transfer of ownership of the Lot required to be given to the Body Corporate under the BCCM Act.

'Business Day' means a day that is not a Saturday, Sunday or public holiday in Brisbane.

'Business Hours' means 9.00am to 5.00pm on a Business Day.

'Buyer's Conditions' means clause 30 and any other 'subject to' special condition inserted in the Special Conditions Schedule for the benefit of the Buyer.

'By-Laws' means the by-laws for the Scheme contained in the CMS.

'Chattels' means the chattels, if any, described in the Plans and Specifications.

'Clearance Certificate' means a certificate within the meaning of section 14-220 of Schedule 1 to the Tax Act which:

- (a) is issued in respect of a Seller; and
- (b) covers a specified time period that falls within the period from and including the Contract Date to Settlement Date.

'Corporations Act' means the *Corporations Act 2001* (Cth).

'CMS' means the community management statement recorded for the Scheme.

'Commissioner' has the meaning given in the Tax Act.

'Committee' means the committee of the Body Corporate.

'Common Pontoon Facility Licence Agreement' means a licence (or document containing a similar right of use) under which the Body Corporate for Cova Marina CTS44722 grants the Principal Scheme Body Corporate, other subsidiary schemes of the Principal Scheme or others certain rights for owners and occupiers at Cova to access and use the Shared Pontoons generally in accordance with the draft document contained in **Part 13** of the Disclosure Memorandum but subject to any variation set out in this Contract.

'Common Property' means the common property of the Scheme under the BCCM Act.

'Contract Rate' means the annual interest rate fixed from time to time by the Queensland Law Society Incorporated (by resolution of its council) for late payments under contracts for the sale of land.

'Council' means the Council of the City of Gold Coast.

'Council Licence and Maintenance Agreement (Cova Public Land)' means a licence and maintenance agreement intended to be entered into between the Seller, the Body Corporate for the Principal Scheme and the Council indicatively in accordance with the draft document contained in **Part 12** of the Disclosure Memorandum but subject to any variations set out in this contract.

'Cova' means the residential and commercial development known as Cova at Hope Island, Gold Coast, Queensland which is being carried out on the Scheme Land which includes land comprised (or to be comprised) in the Scheme.

'Deposit Bond' means a bond (however categorised) in a form acceptable to the Seller (acting reasonably) from an issuer with a current S&P rating of A- or above and an office maintained in Australia, with an expiry date no earlier than 15 months after the Sunset Date and for an amount approved by the Seller issued for the purposes of clause 5.1.

'Deposit Bond Provider' means an issuer of a Deposit Bond which may be a Financial Institution, insurance company or other entity which issues Deposit Bonds.

'**Digital Signature**' has the meaning in the ECNL.

'**Digitally Sign**' has the meaning in the ECNL.

'**Draft Easement Documents**' means the draft easement documents (if any) contained in the Disclosure Memorandum containing draft terms of various easements intended to affect the Scheme Land, subject to any variations set out in this contract;

'**Disclosure Memorandum**' means the compilation so named, given to the Buyer before the Buyer signed this contract, which contains the Section 213 Statement and other information about the Scheme, and the Lot.

'**Disclosure Plan**' means the disclosure plans contained in Schedule 1 and the Disclosure Memorandum used to indicatively identify the Lot and other proposed lots and Common Property subject to any variations as set out in this Contract.

'**ECNL**' means the Electronic Conveyancing National Law (Queensland).

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

'**Electronic Lodgment**' means lodgement of a document in the Land Registry in accordance with the ECNL.

'**Electronic Settlement**' means settlement facilitated by an ELNO System.

'**Electronic Signature**' means an electronic method of signing that identifies the person and indicates their intention to sign the Contract or any other documents contemplated by it.

'**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 Lodgment.

'**Excluded Transaction**' means a transaction excluded from the operation of the Foreign Resident CGT Withholding under section 14-215 of Schedule 1 to the Tax Act.

'**FATA**' means *Foreign Acquisitions and Takeovers Act 1975* (Cth).

'**Financial Institution**' means a trading bank, building society or credit union, or any other entity that provides finance.

'**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.

'**Finishes and Fittings**' means the finishes and fittings described in the Plans and Specifications.

'**FIRB**' means Foreign Investment Review Board.

'**Foreign Person**' has the same meaning as in FATA.

'**Foreign Resident CGT Withholding**' means the withholding as outlined in subdivision 14-D of Schedule 1 to the Tax Act.

'**Funder**' means a Financial Institution proposing to fund the construction of Cova (or any other aspect of or incidental to Cova).

'**GST**' means the goods and services tax under the GST Act.

'**GST Act**' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation.

'**GST Cheque**' means a bank cheque in the amount of the GST Withholding Amount made payable to the Commissioner of Taxation or such other payee as is required by the Tax Act.

'**GST Withholding Amount**' means the amount that the Buyer is required to withhold on account of GST and pay to the Commissioner, as notified by the Seller in the GST Withholding Notice.

'**GST Withholding Notice**' means notification required under section 14-255 of Schedule 1 to the Tax Act provided on or before Settlement which states whether or not the Buyer is required to make a payment on account of GST to the Commissioner and, if so, the amount of the required payment.

'**Guarantee**' means the form of guarantee contained in clause 28.

'**Guarantor**' means each person specified in clause 28.1 and includes the persons named in Item O.

'**Hope Island Canal**' means the water body generally known by that name, which water body generally adjoins the eastern and northern boundaries of the Scheme Land and is intended to ultimately join the Broadwater.

'**Input Tax**' has the same meaning as in the GST Act.

'**Insolvent**' means that a person:

- (a) has had a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act), trustee or controlling trustee or similar official appointed over any of the property or undertaking of that person;
- (b) has had that person's property or undertaking made subject to a personal insolvency arrangement under part X Bankruptcy Act or a debt agreement under part IX Bankruptcy Act;
- (c) is, or becomes unable to, pay that person's debts when they are due or is or becomes unable to pay debts in the meaning of the Corporations Act, or is presumed to be insolvent under the Corporations Act;

- (d) has had an order made for liquidation of that person or a resolution has passed or any steps are taken to liquidate or pass a resolution for the liquidation of that person otherwise than for the purpose of an amalgamation or reconstruction;
- (e) has had something else happen of substantial or similar effect to any other matter in this definition.

'Item' means an item in the Particulars of Sale.

'Land' means the land more particularly described as Lot 59 on SP 267339 and which is intended to be reconfigured by various plans including ultimately the Subdivision Plan.

'Land Title Act' means the *Land Title Act 1994* (Qld).

'Law' means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule, subordinate legislation.

'Lot' means the proposed lot (to be created on Registration of the Subdivision Plan) that corresponds with the proposed lot described in Item H.

'Margin Scheme' has the same meaning as in the GST Act.

'Marina' means the marina as generally identified in the community management statement registered for Cova Marina Community Titles Scheme 44722 being a subsidiary scheme of the Principal Scheme.

'Marina Berth' means a marina berth in the Marina.

'Minor Variation' means a variation which has no material adverse effect on a reasonable person in the position of the Buyer and do not result in the Lot or Residence being substantially different to that described in this contract. Each variation is to be considered separately in determining if a variation constitutes a minor variation.

'Not Financially Viable' means that the likely financial return to the Seller from Cova is not sufficient to justify the Seller proceeding with Cova and for example (without limitation) the Seller may consider Cova not to be financially viable because:

- (a) insufficient sales of lots in Cova have been achieved;
- (b) the cost of Cova, including construction costs, are greater than the cost estimated (or provided for by the Seller);
- (c) the terms of any finance required by the Seller for Cova are unsatisfactory to the Seller;
- (d) the amount of finance or funding the Seller can borrow or secure for Cova is insufficient; or
- (e) the financial return to be achieved by the Seller proceeding with Cova is less than the financial return that can be obtained by dealing with the land on which Cova is to occur in another way.

'Object' means object, claim compensation or damages or seek injunctive relief (whether before of

after Settlement), refuse or delay Settlement, withhold any part of the purchase price or seek to terminate this contract.

'Outgoings' include:

- (a) Rates;
- (b) insurance premiums paid by the Seller under section 191 of the BCCM Act; and
- (c) land tax,

but exclude any amount of Input Tax in respect of Outgoings to the extent the Seller is entitled to a credit for the Input Tax.

'Particulars of Sale' means the pages of this contract headed Particulars of Sale and the Information on those pages.

'Personal Information' means personal information as defined in the *Privacy Act 1988* (Cth).

'Plans and Specifications' means the indicative plans, specifications and Finishes and Fittings for the Residence described in Schedule 2.

'Planning Act' means the *Planning Act 2016* (Qld), *Integrated Planning Act 1997* (Qld) or *Sustainable Planning Act 2009* (Qld) as applicable.

'Pool Safety Certificate' means the Pool Safety Certificate contained in Part 17 of the Disclosure Memorandum which was issued in accordance with the Pool Safety Requirements.

'Pool Safety Requirements' means the requirements of pool safety contained in the *Building Act 1975* (Qld) and the *Building Regulation 2006* (Qld).

'Practical Completion' means construction of the Residence is substantially complete and the relevant improvement is reasonably fit for lawful use and occupation.

'PRC' means the People's Republic of China.

'Principal Scheme' means Cova CTS 37420.

'Principal Scheme Land' means the land comprised in the Principal Scheme from time to time as outlined in the Principal Scheme CMS.

'Prohibited Entity' means any person or entity which:

- (a) is a 'terrorist organisation' as defined in Part 5.3 of the *Criminal Code Act 1995* (Cth); or
- (b) has a connection with certain countries or named individuals or entities subject to international sanctions;
- (c) is associated with terrorism including the persons or entities listed by the Minister for Foreign Affairs in the government gazette pursuant to Part 4 of the *Charter of the United Nationals Act 1945* which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade; or
- (d) is on any other list of terrorist organisations maintained pursuant to the rules and

regulations of the Australian Foreign Affairs and Trade pursuant to any other Australian legislation.

'Property' means the Lot, the Residence and any Chattels.

'Property Law Act' means the *Property Law Act 1974* (Qld).

'Proposed CMS' means the proposed community management statement for the Principal Scheme contained in the Disclosure Memorandum or the proposed community management statement for the Subsidiary Scheme contained in the Disclosure Memorandum as part of the Section 213 Statement subject to any variations as set out in this contract.

'Purchase Price' means the total purchase price shown in Item J.

'Purchaser Payment Notification' means such documentation required to be completed and lodged with the ATO by the Settlement Date under section 16-150 of Schedule 1 to the Tax Act where Foreign Resident CGT Withholding applies to the sale of the Property.

'Purchaser Withholding Notification Form' means the notification that the Buyer is required to make in the approved form under section 16-150(2) of Schedule 1 to the Tax Act and which on the Contract Date is "Form 1: GST property settlement withholding confirmation" provided on the ATO website.

'Purchaser Withholding Settlement Form' means the settlement date confirmation notification that the Buyer is required to make in the approved form under section 16-150(2) of Schedule 1 to the Tax Act and which on the Contract Date is "Form 2: GST property settlement date confirmation" provided on the ATO website.

'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.

'Rates' means all rates and charges by any Authority (for example, local government rates, water rates, fire service levies or any special levy or rate).

'Recreation Facilities' means recreation facilities for the use of residents of the Scheme. It includes a swimming pool, gymnasium, BBQ area and similar facilities.

'Recreation Facilities Licence' means each of:

- (a) the Recreation Facilities licence agreement dated 5 November 2007 between the Seller as owner of the land on which the Recreation Facilities are located and the Body Corporate for the Principal Scheme a copy of which is in **Part 11** of the Disclosure Memorandum; and
- (b) the 'Recreation Facilities Licence No.2' dated 14 March 2019 between the Seller (as owner of Lot 81 on SP 293047 on which additional Recreation Facilities are located) and the Body Corporate for the Principal Scheme a

copy of which is in **Part 11** of the Disclosure Memorandum.

'Registered' means registration of a dealing under the Land Title Act. **'Registration'** and **'Register'** each have a similar meaning.

'Regulation Module' means the regulation module that applies to the Scheme as specified in the Proposed CMS.

'Residence' means a dwelling and other improvements to be constructed on the Lot in accordance with this contract and the Plans and Specifications.

'Scheme' means both the Principal Scheme and the Subsidiary Scheme, and, where the context permits, either or both of them.

'Scheme Land' means both the Principal Scheme Land and the Subsidiary Scheme Land and, where the context permits, either of them. It includes any part of the Scheme Land.

'Section 213 Statement' means the statutory Disclosure Memorandum under section 213 of the BCCM Act contained in the Disclosure Memorandum.

'Security Interest' means a security interest under the Personal Property Securities Act 2009 (Cth) whether or not registered on the Personal Property Securities Register established under that legislation.

'Seller's Conditions' means the conditions in clause 14.1.

'Seller's Privacy Statement' means the statement that is in the form that satisfies the Australian Privacy Principle 1.3 provided by the Seller to the Buyer as amended from time to time.

'Services' means all water, sewerage, drainage, gas, electricity, telephone, data or other similar utilities.

'Services Location Diagrams' means the services location diagrams which are contained in the Proposed CMS.

'Settlement' means the event of settlement of this contract.

'Settlement Date' means the date for Settlement determined pursuant to clause 10.1.

'Shared Pontoons' means those parts (if any) of the common property in the Cova Marina Community Titles Scheme 44722 consisting of pontoons, jetties or similar berthing facilities near the entrance of the Scheme Land to the Hope Island Canal which are designed and constructed for use as a shared area for the temporary mooring of vessels including Cova visitor or invitee vessels and the pick up and set down of passengers.

'Special Conditions Schedule' means the special conditions schedule in Schedule 3.

'Subdivision Plan' means the plan of subdivision to be lodged over the Land or part of the Land which, upon Registration, will create a separate indefeasible title for the Lot under the Land Title Act, substantially as shown on the Disclosure Plan.

'Subsidiary Scheme' means Cova Central Residences CTS 52381 being a subsidiary scheme of the Principal Scheme.

'Subsidiary Scheme Land' means that part of the Scheme Land on which the Subsidiary Scheme has been established (identified in the CMS for the Subsidiary Scheme). Further land may be added to the Subsidiary Scheme Land progressively.

'Sunset Date' means the date three and a half years from the date the Buyer enters into this contract.

'Tax Act' means the *Taxation Administration Act 1953* (Cth).

'WHS Act' means the *Work Health and Safety Act 2011* (Qld).

'Withholding Amount' means an amount which is sufficient to enable the Buyer to comply with its Foreign Resident CGT Withholding obligations in relation to the sale of the Property.

1.2 Particulars of Sale

Terms in the Particulars of Sale at the beginning of this contract have the meanings shown opposite them.

1.3 Disclosure Memorandum

The Disclosure Memorandum, given to the Buyer before the Buyer signed this contract, forms part of this contract.

1.4 Interpretation

Other rules about interpretation are contained in clause 48.

2 Agreement to sell and buy

The Seller sells to the Buyer and the Buyer buys from the Seller the Property, free from all encumbrances except as provided for in this contract.

3 Deposit

3.1 Payment of Deposit

The Buyer must pay the Deposit to the Deposit Holder on or before the dates shown in Item K.

3.2 Deposit Holder's obligation

The Deposit Holder will hold the Deposit until a party becomes entitled to it. Where it applies, the Deposit Holder will hold the deposit as recognised entity under the BCCM Act.

3.3 Failure to pay the deposit

The Buyer is in default and the Seller may terminate this contract if the Buyer:

- (a) does not pay any part of the Deposit on time;
- (b) pays any part of the Deposit by a post dated or stale cheque; or
- (c) pays any part of the Deposit by a cheque that is dishonoured on presentation,

in addition to any other remedy available to the Seller at law or in equity.

3.4 Investment of the deposit

After the total Deposit has been received by the Deposit Holder and all Buyer's Conditions have been satisfied or waived, the Seller and the Buyer authorise the Deposit Holder to invest the Deposit in an interest bearing trust account:

- (a) in the names of both the parties; and
- (b) with a Financial Institution selected by the Deposit Holder.

The parties acknowledge the Deposit Holder will not be able to invest the Deposit with a Financial Institution until all relevant tax file numbers and dates of birth have been provided.

The Deposit is invested at the risk of the party ultimately entitled to it.

3.5 Tax file number

Each party must give their date of birth (if relevant) and tax file number (if any) to the Deposit Holder promptly after signing this contract.

3.6 Entitlement to interest

Interest accrued on the invested Deposit must be paid:

- (a) if Settlement occurs, to the Buyer; or
- (b) if the Seller forfeits the Deposit, to the Seller; or
- (c) if this contract is terminated without default of the Buyer, to the Buyer.

3.7 Deposit Holder not liable for delay

The Deposit Holder is not liable to either party for any delay investing the Deposit.

3.8 Provisions relating to tax on interest

If, in the Deposit Holder's reasonable opinion, the interest accrued on the investment of the Deposit in any financial year is income to which no beneficiary is presently entitled for the purpose of Division 6 of Part III of the *Income Tax Assessment Act*:

- (a) the parties (jointly and severally) must pay to the Deposit Holder:
 - (i) the assessed income tax on that income including to the extent it is lawful, any tax in the nature of a penalty for late lodgement or late payment; and
 - (ii) all the Deposit Holder's reasonable expenses in connection with the preparation and lodgement of the tax return and payment of the tax;
- (b) the parties are not liable for any tax in the nature of a late lodgement or late payment penalty due to a fraudulent act or omission of the Deposit Holder;
- (c) the Deposit Holder may pay that assessed income tax and the Deposit Holder's reasonable expenses from the interest accrued on the investment of the Deposit,

despite any dispute about the a party's entitlement to the Deposit;

- (d) if the tax is not assessed on the income when the Deposit and income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its reasonable estimate of the assessment from the interest and the Deposit;
- (e) as between the parties, the party ultimately entitled to the interest on the Deposit is liable for the assessed income tax and the Deposit Holder's reasonable expenses.

3.9 Authority to withdraw investment and deposit prior to settlement

To the extent it is lawful, the parties authorise the Deposit Holder to:

- (a) terminate the Investment of the Deposit; and
- (b) withdraw the Deposit and any interest accrued on investment of the Deposit from the Deposit Holder's trust account and draw from the Deposit and any interest accrued on investment of the Deposit cheques for the anticipated disbursement of the Deposit and accrued interest consistent with the terms of this contract as reasonably directed by the Seller,

at a reasonable time before Settlement so the Deposit and accrued interest will be available at Settlement or promptly following Settlement. Pending Settlement, the Deposit Holder continues to hold those funds as Deposit Holder in accordance with the terms of this contract.

3.10 Parties to give authorities to Deposit Holder

The parties must execute and deliver to the Deposit Holder any authorities and other documents as it reasonably requires to facilitate the operation of this clause 3.

3.11 Rights after payment of Deposit

If this contract is terminated, the Buyer has no further claim once it receives the Deposit unless the termination is due to the Seller's default.

4 Deposit by bank guarantee

4.1 Seller may accept a bank guarantee

The Seller may at the Seller's discretion accept in place of a cash deposit an unconditional bank guarantee:

- (a) for an amount equal to the Deposit;
- (b) payable to the Deposit Holder on demand by the Deposit Holder or Seller;
- (c) without an expiry date or with an expiry date after the date 45 months after the date of this contract;
- (d) specifying the consideration for the Issue of the bank guarantee as the Seller dispensing with the requirement for a cash deposit; and

- (e) In a form and from a Financial Institution approved by the Seller in the Seller's absolute discretion.

4.2 Seller may call on the bank guarantee

The Seller or Deposit Holder may call on the bank guarantee without reference to the Buyer if:

- (a) the Buyer defaults under this contract and the Seller declares the Deposit forfeited whether or not the Seller also elects to terminate this contract; or
- (b) despite clause 4.1(c), the bank guarantee is limited as to time and the Buyer has failed (whether or not requested to do so) to replace the bank guarantee with either a cash deposit or a replacement bank guarantee complying with clause 4.1 at least two months prior to expiry of the bank guarantee (and failure by the Buyer to do so will be a substantial breach by the Buyer under this contract).

If the bank guarantee is called on the amount paid under the bank guarantee must be paid to the Deposit Holder and treated as the Deposit.

4.3 Insolvency of a financial institution providing bank guarantee

If the Financial Institution providing the bank guarantee becomes Insolvent and the Buyer fails to replace the bank guarantee either with a cash deposit or a replacement bank guarantee complying with clause 4.1 within five Business Days of a written request by the Seller to do so, the Buyer will be in default and the Seller may terminate this contract, without limiting any other remedy available to the Seller.

4.4 Exchange of bank guarantee at Settlement

At Settlement, at the same time the Buyer pays the Balance Purchase Price, the Buyer must give to the Seller, in exchange for the bank guarantee, bank cheques as directed by the Seller or the Seller's Lawyers totalling the amount secured by the bank guarantee.

5 Deposit by Deposit Bond

5.1 The Seller may accept Deposit Bond

The Seller, in its sole discretion, may accept in place of a cash deposit a Deposit Bond:

- (a) for an amount equal to the Deposit;
- (b) payable to the Deposit Holder on demand by the Deposit Holder or Seller; and
- (c) in a form and from a Deposit Bond Provider approved by the Seller in the Seller's absolute discretion.

5.2 Seller may require Deposit Bond to be replaced

If the Seller accepts a Deposit Bond the Buyer must at the Buyer's cost:

- (a) replace the Deposit Bond with a cash bond or bank guarantee complying with clause 4.1

- within five Business Days of a written request by the Seller at any time; or
- (b) if the Deposit Bond is limited as to time, replace the Deposit Bond at least two months prior to the expiry of the Deposit Bond with a cash deposit, a bank guarantee complying with clause 4.1 or, if acceptable to the Seller in the Seller's absolute discretion, a replacement Deposit Bond;
- (c) replace the Deposit Bond with a cash deposit or bank guarantee complying with clause 4.1 within five Business Days of a written request by the Seller where the Deposit Bond Provider is or becomes Insolvent,

falling which the Buyer will be in default and the Seller may terminate this contract (without limiting any other remedy available to the Seller).

5.3 Exchange of Deposit Bond at Settlement

At Settlement, at the same time the Buyer pays the Balance Purchase Price, the Buyer must give to the Seller, in exchange for the Deposit Bond, bank cheques as directed by the Seller or the Seller's Lawyers totalling the amount secured by the Deposit Bond.

6 Development of the Scheme Land

6.1 Development of other land

The Buyer acknowledges that:

- (a) Cova is a large residential and commercial development which will continue over a number of years;
- (b) the Seller's intentions for Cova may vary from time to time depending on requirements of relevant Authorities, market forces and economic conditions, availability of buyers and/or tenants and any other matters considered relevant by the Seller in its absolute discretion;
- (c) part of the Scheme Land may not be developed at all or may be developed at a different time or in a different way or for a different purpose or use, or in different stages or sequences than intended at the Contract Date;
- (d) the nature and type of property developed and sold, and the business and activities carried on, within Cova may change based on matters such as market demand and economic conditions;
- (e) the Seller gives no warranty as to when (and if) Cova will be completed and the final type, nature and composition of the properties comprised in Cova; and
- (f) part of Cova may not be included in the Principal Scheme.

6.2 Changes to Cova

Subject to the BCCM Act, the Seller may:

- (a) make variations to Cova, in its absolute discretion;
- (b) alter the area or dimensions of the Scheme Land or transfer or dedicate any part of it in accordance with approvals from any relevant Authority;
- (c) alter the number or numbering of lots in the Scheme or alter the area, location, lot entitlement or permitted use of any lot in the Scheme;
- (d) make Minor Variations to the configuration, layout and area (but it must not be reduced by more than 5%) of the Lot;
- (e) construct any Services on or under the Scheme Land (which need not be protected by easement) or the lots, including the Lot;
- (f) make any Minor Variation in the size or location of any area the subject of an exclusive use By-Law which attaches to the Lot;
- (g) change the timing or staging of Cova (or any part of it); or
- (h) change the layout of the lots in Cova (or anything to be comprised in Cova).

6.3 Buyer's acknowledgement

The Buyer acknowledges and agrees that:

- (a) any statements, representations or other information including any plans, brochures or other documentation, including those contained in the Disclosure Memorandum made or provided by the Seller or by any other party in relation to any proposed development of any part of Cova are statements of intention only and not promises or representations that particular parts of Cova will be developed at a particular time or for a particular use, or will be developed at all;
- (b) the Buyer has not relied on any such statements of intention in deciding to enter into this contract and acknowledges that the future development of any land comprising the Scheme Land is totally within the discretion of the Seller; and
- (c) the Buyer accepts the risk that any part of Cova may not be developed as stated in any such documents or information or at all.

6.4 Marketing

The Buyer cannot Object to reasonable methods used by the Seller in marketing other lots in Cova including, without limitation:

- (a) the use of signs on the Scheme Land;
- (b) the use of Common Property;
- (c) people passing over the Common Property to and from any lots in the Scheme;
- (d) the holding of public auctions on Scheme Land;

- (e) the holding of functions on Scheme Land; and
- (f) the temporary closure of Recreational Facilities and waterways.

6.5 Construction

- (a) The Buyer acknowledges that the construction of Cova may be carried out in stages.
- (b) The Buyer cannot Object to:
 - (i) any building operation (including construction) of any improvements, or any other things done, on the Scheme Land and the noise, nuisance or other inconvenience which might arise from that;
 - (ii) earthworks, construction works and other activity which may be carried out at Cova from time to time after Settlement by the Seller or others owning or controlling land at Cova and odour, dust, noise, nuisance, construction traffic and other inconveniences and disturbances may arise from that;
 - (iii) the use by the Seller, and persons authorised by it, of the Common Property or other lots in the Scheme to:
 - (A) give access to and egress from any part of the Scheme Land with or without vehicles and equipment; and
 - (B) store building materials, vehicles, equipment or fill on the Scheme Land;
 - (iv) complying with any reasonable directions of the Seller (or those authorised by it) while construction or building operations are being carried out on the Scheme Land, including directions related to traffic flow (vehicle and pedestrian).
- (c) In exercising its rights under this clause, the Seller will use reasonable endeavours to prevent undue interference with the enjoyment, by the Buyer, of the Lot and the Common Property.

6.6 No objection

The Buyer is on no account entitled to Object in relation to any matter referred to in this clause 6 or because of:

- (a) non completion of (or the inability to use, or have access to) any improvements to be constructed on the Scheme Land (for example, a car park);
- (b) the existence of any electrical sub-station on the Land; or

- (c) any boundary of Cova not being fenced or any boundary fence or wall not being on or within the boundary.

7 Variation of CMS

7.1 Seller may vary CMS

While it is intended that the CMS will contain the provisions (including By-Laws) set out in the Proposed CMS the Seller is entitled at any time to make variations between the Proposed CMS and the CMS as recorded from time to time:

- (a) as the Seller considers desirable or necessary:
 - (i) for the effective control and management of the Scheme Land;
 - (ii) to take into account any variations to the Scheme Land as provided for in this contract;
 - (iii) to change the name of the Scheme;
 - (iv) in relation to an alteration to the lot entitlements of the lots (including the Lot) or the aggregate lot entitlements of all lots in the Scheme; or
 - (v) to amend the draft exclusive use allocations or plans attached to the CMS; or
- (b) because of any changes or additions to the CMS (including By-Laws) required by the Council or any other relevant Authority;

and, subject to the BCCM Act, the Buyer is on no account entitled to Object as a result of such variations.

7.2 Exclusive use

- (a) The Seller discloses and the Buyer acknowledges and agrees that by the Settlement Date the Body Corporate may not have consented to the recording of:
 - (i) a new CMS for the Principal Scheme to include the allocation of exclusive use areas in Schedule E to record the exclusive use allocations of areas to the Body Corporate of the Cova Marina CTS 44722 for the purpose of a gatehouse entrance pursuant to proposed by-law 38; and
 - (ii) a new CMS for the Subsidiary Scheme to include the allocation pursuant to by-law 41 of the Subsidiary Scheme CMS of any exclusive use areas in Schedule E to certain lot owners for pontoon areas.
- (b) If at Settlement the allocations of exclusive use have not been made or the Body Corporate has not yet provided its consent to the recording the new CMS to record the

exclusive use allocations referred to in clause 7.2(a):

- (i) the CMS as recorded as at the Settlement Date will not include those exclusive use allocations; and
- (ii) the Body Corporate, after Settlement, may consent to the recording of a new community management statement to include those exclusive use allocations and a new CMS will be recorded accordingly,

and, subject to the BCCM Act, the Buyer is on no account entitled to Object as a result of such variations.

8 Registration of the plans and CMS

8.1 Conditional on Registration

This contract is subject to Registration of the Subdivision Plan and recording of the CMS on or before the Sunset Date.

8.2 Seller to Register plan and record CMS

Subject to the other provisions of this contract the Seller must use reasonable endeavours to cause to be Registered or recorded on or before the Sunset Date:

- (a) the Subdivision Plan; and
- (b) the Proposed CMS (for both the Principal Scheme and the Subsidiary Scheme).

8.3 Right to terminate if Subdivision Plan not Registered

If by the Sunset Date:

- (a) the Subdivision Plan is not Registered; and
- (b) the Proposed CMS is not recorded,

then either party may terminate this contract by notice to the other and the Deposit must be refunded to the Buyer in full. The Buyer has no further remedy.

9 Management arrangements

9.1 Seller may have body corporate enter into agreements and conduct affairs

The Seller may before or after the Settlement Date until the expiry of the power of attorney referred to in clause 24 have the Body Corporate:

- (a) conduct any business required or permitted under the BCCM Act;
- (b) enter into or amend agreements with any person, including appointing a body corporate manager and service contractors or authorising a letting agency with any person the Seller determines, including generally in the form of those in the Disclosure Memorandum with such variations as the Seller determines;
- (c) grant, accept or alter leases, licences, easements or other rights over or in favour of Common Property or in connection with Cova including for Services that are or might

be of benefit to lot owners, the Body Corporate or adjoining owners, or are required by the Council or another Authority;

- (d) enter into or amend agreements, documents, dealings or any other matter referred to in the BCCM Act or disclosed or contemplated in this contract or the Disclosure Memorandum;
- (e) engage a bulk supplier of electricity and other utilities;
- (f) enter into any agreement that may be a requirement of any approval issued by the Council or any other relevant Authority or as a condition to the provision of any service or utility to the Scheme Land including an agreement with the Council or the relevant supplier for a bulk bin collection service for the Scheme Land;
- (g) grant Indemnities to the Council and to the Council's agents and contractors in respect to any claims that may arise from the Council refuse collection vehicle entering the Scheme Land;
- (h) grant or alter rights of exclusive use or special rights to the owner from time to time of any other lot over any part of the Common Property including areas for carparks, storage areas, lifts, courtyard areas and foyers;
- (i) reduce the Body Corporate levies for the Lot by any amount or increase the Body Corporate levies for the Lot by not more than 10% of the amount shown in the Disclosure Memorandum;
- (j) vary the By-Laws for any purpose not inconsistent with any matter disclosed or contemplated in this contract or the Disclosure Memorandum; and
- (k) hold one or more general meetings while the Seller is the sole member, electing a committee and attending to any other business the Seller thinks fit including, without limitation, any matters referred to or disclosed or contemplated in this contract or the Disclosure Memorandum.
- (l) restructure and amendment.

9.2 Service agreements

The Buyer acknowledges that:

- (a) the Seller may cause the Body Corporate to engage service contractors to provide services including for the provision of caretaking, hot water, electricity, utilities billing, broadband, pay television or gas;
- (b) examples of some of the type of agreements for engagement for such services may be in the Disclosure Memorandum however the final terms in any such agreement entered into may be different from those in the Disclosure Memorandum;

- (c) any such agreement may be entered into by the Seller or any person nominated by the Seller;
- (d) any money paid to the Seller or to any other person for causing:
 - (i) any such agreement to be entered into with the Body Corporate; or
 - (ii) any interest in any such agreement entered into with the Body Corporate to be assigned, transferred or disposed of,

is the recipient's absolute property.

9.3 Common Pontoon Facility Licence Agreement

The Buyer acknowledges and agrees that:

- (a) the Body Corporate for the Cova Marina CTS 44722 has granted a licence or other similar right to the Principal Scheme Body Corporate for the benefit of all owners and occupiers of lots at Cova from time to time in the form of the Common Pontoon Facility Licence Agreement contained in Part 13 of the Disclosure Memorandum;
- (b) such agreement is intended to permit owners and occupiers at Cova and their invitees to access and use the Shared Pontoons from time to time;
- (c) the terms of the Common Pontoon Facility Licence Agreement may vary from time to time as a result of changes required by the Council or other relevant Authority or because of agreement reached between the Bodies Corporate;

and the Buyer is on no account entitled to Object as a result of any of those matters.

9.4 Buyer consents

Subject to the BCCM Act, the Buyer, as a person having an interest:

- (a) consents to and approves each of the matters in this clause 9 and clause 7.2; and
- (b) is not entitled to Object as a result of such matters.

10 Settlement and possession

10.1 Settlement Date

The Settlement Date is the date 14 days after the date of notice from the Seller to the Buyer that:

- (a) the Subdivision Plan has Registered and the Proposed CMS has been recorded to establish or change the Scheme; and
- (b) Practical Completion of the Residence has occurred.

Settlement must not take place before expiry of the 14 days in clause 10.1(a).

10.2 Timing of notice

The Seller need not give the notice under clause 10.1 until the Seller is satisfied that all obligations required

to be performed by the Seller under this contract or at law on or before Settlement will be completed within 14 days of the giving of the notice to the Buyer under clause 10.1.

10.3 Seller's extension of Settlement Date

The Seller may by notice to the Buyer at any time prior to Settlement extend the Settlement Date by up to a total period of 90 days from the date of notice under clause 10.1. The Seller may give notice more than once providing settlement is not extended by more than 90 days from the date of notice under clause 10.1.

10.4 Time and place for Settlement

Settlement must take place on the Settlement Date:

- (a) at a time during Business Hours; and
- (b) at a place in Brisbane, Queensland,

that the Seller or its lawyers nominate. Failing nomination, Settlement will take place at the Seller's Lawyers' offices in Brisbane at 4.00pm on the Settlement Date. Time is not of the essence for the time nominated.

10.5 Payment of balance Purchase Price

On Settlement the Buyer must pay the Balance Purchase Price to the Seller by bank cheques payable as directed by the Seller or the Seller's Lawyers including any bank cheque for the withholding amount pursuant to clause 11.7 and any GST Cheque required pursuant to clause 11.8.

10.6 Documents seller is to deliver

On Settlement, in exchange for the Balance Purchase Price and a copy of a duly signed Body Corporate Notice, the Seller must give the Buyer:

- (a) vacant possession of the Lot, unless the Buyer is already in possession;
- (b) any certificate of title for the Lot;
- (c) unless previously given to the Buyer, an unstamped executed transfer of the Lot under the Land Title Act in registrable form except for stamping; and
- (d) a release of any mortgage or withdrawal of any caveat lodged over the Lot in registrable form (after stamping) but the Buyer may not require the Seller to Register the release or withdrawal before Settlement or to produce a discharge or release of any other Security Interest.

10.7 Buyer to prepare documents, but seller may do so

Unless the Seller elects to prepare them, the Buyer must prepare a Body Corporate Notice and all documents the Buyer requires under clause 10.5 and deliver them to the Seller or its lawyers in reasonable time before the Settlement Date to permit the Seller to execute them or obtain their execution before that date where required.

10.8 Body Corporate Notice

The Buyer appoints the Seller and the Seller's Lawyers as its agents for the purposes of completing, signing and delivering to the Body Corporate a Body Corporate Notice after settlement, if the Buyer did not deliver a Body Corporate Notice at settlement and the Seller chooses to do so.

11 Adjustment of Purchase Price

11.1 Liability for outgoings and Body Corporate Levies

The Seller is liable for Outgoings for the Lot up to the day before the Subdivision Plan Registers. The Buyer is liable for Outgoings for the Lot after that date.

11.2 Adjustment of Body Corporate Levies

The Buyer is liable for all Body Corporate Levies payable for the Lot from the date the Subdivision Plan Registers.

11.3 Adjustment of rates

Rates must be adjusted:

- (a) if they are paid, on the amount actually paid; or
- (b) if they are unpaid, on the amount payable without allowance for any discount.

11.4 Adjustment of rates where no separate assessment

If the local government has not issued a separate assessment of Rates for the Lot, then the Rates must be adjusted in the way reasonably decided by the Seller's Lawyers having regard to the usual practice of the relevant local government.

11.5 Adjustment of land tax

- (a) Subject to clause 11.5(b) and 11.5(c) land tax must be adjusted on the assessment for the Lot (assuming it has been paid, whether it has actually been paid or not) which would issue for the land tax year current at the Settlement Date.
- (b) If an assessment has not issued by the Settlement Date, then land tax must be adjusted by the Seller's lawyers by applying the following principles:
 - (i) the valuation or land tax assessment issued in respect of the land from which the Lot will be ultimately derived (and, where the Lot is a lot in a community titles scheme, all of the land that is intended to be in that scheme) will be apportioned so that land tax applicable to the Lot can be determined;
 - (ii) the apportionment method will be based on the area of land and (if appropriate), if the Lot is a lot in a community titles scheme, the interest schedule lot entitlement of

the Lot compared to the interest schedule lot entitlement of all lots in the scheme may also be utilised;

- (iii) If the land is land within a community titles scheme where lots are used wholly or predominantly for residential purposes, the area of all the lots will be totalled to determine the scheme land area and the common property will be disregarded.

- (c) The determination by the Seller's lawyers of the land tax payable by the Buyer in respect of the Lot, based on the applicability of the principles in clause 11.5(b), will be final and conclusive, except in the case of manifest error.

- (d) Despite anything else in this contract, if the Seller determines (acting reasonably) that land tax cannot be adjusted under clause 11.5(a) or 11.5(b) (or cannot be adjusted to produce a reasonable determination) land tax must be adjusted in the way decided by the Seller's lawyers acting reasonably.

- (e) The Buyer may not require any money to be retained, or payment made from the Purchase Price, on account of unpaid land tax. The Seller must pay the land tax when an assessment issues.

- (f) Any dispute about the calculation of land tax under this clause 11.5 does not entitle the Buyer to delay settlement. The amount claimed under this clause 11.5 must be paid at settlement and any dispute resolved promptly after settlement.

11.6 Insurance

The Buyer must pay to the Seller at settlement a proportion of any amount the Seller has paid in accordance with section 191 of the BCCM Act. Such proportion will equal the proportion the interest schedule lot entitlement of the Lot bears to the total interest schedule lot entitlement for all lots in the Scheme.

11.7 Foreign resident capital gains withholding

- (a) Clauses 11.7(b) to 11.7(c) do not apply if:
 - (i) the sale of the Property is an Excluded Transaction; or
 - (ii) the sale of the Property is not an Excluded Transaction but the Seller provides a Clearance Certificate to the Buyer at any time prior to the Settlement Date.
- (b) Subject to clause 11.7(a), the Buyer must at least five Business Days before the Settlement Date, provide the Seller with written evidence of the Buyer's submission of a Purchaser Payment Notification to the ATO and if possible a copy of such Purchaser Payment Notification.

- (c) Subject to clause 11.7(a), on the Settlement Date the Buyer must produce to the Seller:
 - (i) a bank cheque payable to the Deputy Commissioner of Taxation for an amount equal to the Withholding Amount;
 - (ii) an undertaking from the Buyer's solicitor to:
 - (A) forward such bank cheque to the ATO immediately after the Settlement Date; and
 - (B) serve evidence of receipt of payment of the Withholding Amount within five Business Days after the Settlement Date; and
 - (iii) the Buyer's payment of Withholding Amount to the ATO represents a satisfaction of the Buyer's obligation to pay the Purchase Price to that extent.

the Tax Act) provide the GST Cheque to the ATO to satisfy the Buyer's obligation to pay the GST Withholding Amount.

- (c) Clauses 11.8(b)(ii) to 11.8(b)(iv) do not apply where Settlement occurs electronically through Property Exchange Australia or a similar online conveyancing facility and the GST Withholding Amount is paid to the Commissioner through that facility.
- (d) In addition to the Purchaser Withholding Notification Form required under clause 11.8(b)(i) the Buyer irrevocably appoints the Seller to complete Purchaser Withholding Settlement Form and lodge to the ATO on behalf of the Buyer in accordance with this clause. If necessary, the Buyer will provide the Seller with all necessary information to complete the Purchaser Withholding Settlement Form.
- (e) The Buyer indemnifies the Seller against all loss that may be incurred by the Seller arising from or in connection with a breach of clause 11.8(b) by the Buyer.
- (f) Provided the Buyer complies with its obligations under clause 11.8(b), the Seller indemnifies the Buyer against any loss that is incurred as a result of the failure by the Seller to comply with its obligation under clause 11.8(b).

11.8 GST Withholding

- (a) The Seller warrants that if the Buyer is required to pay an amount for GST on supply of the Property to the ATO, the Seller will provide the Buyer with a GST Withholding Notice at least 5 Business Days prior to Settlement.
- (b) If the Buyer receives a GST Withholding Notice from the Seller, then:
 - (i) the Buyer must provide written evidence of having lodged a Purchaser Withholding Notification Form with the Commissioner at least two Business Days before Settlement including:
 - (A) a copy of the Purchaser Withholding Notification Form; and
 - (B) a copy of any receipt together with any payment reference number and lodgment reference number received by the Buyer in response to the Purchaser Withholding Notification Form;
 - (ii) the Buyer irrevocably appoints the Seller to pay the GST Withholding Amount to the ATO on behalf of the Buyer in accordance with this clause;
 - (iii) the Buyer must pay the GST Withholding Amount by providing a GST Cheque to the Seller, the Seller's Lawyer or as directed by the Seller at Settlement; and
 - (iv) the Seller must promptly (and in any case within the time required by

12 Electronic settlement

12.1 Application of Clause

This Clause 12:

- (a) applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System (and the acceptance of an invitation to an Electronic Workspace is taken to be an agreement for the purposes of this clause 12.1(a));
- (b) when it applies, overrides any other provision of this Contract to the extent of any inconsistency; and
- (c) ceases to apply (except in relation to clause 12.12), if either party gives notice under clause 12.10 and clause 12.11 that Settlement will not be an Electronic Settlement.

12.2 Completion of Electronic Workspace

The Seller and Buyer agree the following in relation to completion of the Electronic Workspace and preparation for Settlement:

- (a) the parties must:
 - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement

- Schedule are Digitally Signed prior to Settlement; and
- (ii) do everything else required in the Electronic Workspace or otherwise to enable Settlement to occur on the Settlement Date;
- (b) if the parties cannot agree on a time for Settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
 - (c) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (i) the Seller may, by notice in writing to the Buyer, require that the amount is paid either to:
 - (A) the Buyer's Lawyer's trust account and the Buyer is responsible for paying the amount to the relevant Authority; or
 - (B) the Seller's Solicitor's trust account and the Seller is responsible for paying the amount to the relevant Authority;
 - (ii) for amounts to be paid to destination accounts other than the Buyer's Lawyer'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; and
 - (d) If the Deposit or any part of the Deposit is required to discharge any encumbrance or pay an Outgoing at Settlement the Seller and Buyer authorise the Seller's Solicitor as Deposit Holder to pay the money held as the Deposit as directed by the Seller in accordance with the Financial Settlement Schedule.

12.3 Electronic Settlement

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 10.6.

12.4 Compliance with CGT and GST withholding by Electronic Settlement

The Seller and Buyer will be taken to have complied with:

- (a) clause 12.3; and
- (b) clause 12.5(b),

(as applicable) if at Settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.

12.5 Compliance with Seller's document requirements

The Seller will be taken to have complied with clause 10.6 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 Lawyers:
 - (i) confirm in writing prior to Settlement that it holds all relevant documents which are not suitable for Electronic Lodgement in escrow on the terms contained in the QLS EConveyancing Guidelines; and
 - (ii) give a written undertaking to send the documents to the Buyer or Buyer's Lawyers no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provide copies of documents in the Seller's Lawyers possession.

12.6 Failure by Financial Institution

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.

12.7 Rights suspended if Electronic Workplace locked

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.

12.8 When Electronic Settlement Occurs

Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

12.9 Computer System Unavailable

If Settlement fails and cannot occur by 5pm 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.

12.10 Withdrawal from Electronic Settlement

Subject to clause 12.11 and clause 12.12, either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.

12.11 Notice requirements

A notice under clause 12.10 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 lawyer 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.

12.12 Evidence and extension

If clause 12.10 and clause 12.11 apply:

- (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 2 Business Days after the Settlement Date.

12.13 Costs

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

13 Title

13.1 General

Subject to the BCCM Act, the Lot is sold, and the Buyer takes title, subject to:

- (a) the BCCM Act, the Land Title Act and the Planning Act;
- (b) all easements, encumbrances, restrictions, dedications, transfers, leases, licences, exclusive use allocations, occupation authority, interests and other rights affecting the Lot, Common Property or Scheme Land:
 - (i) arising from the BCCM Act, the Land Title Act or any other law (including easements or other rights for support, shelter or Services);
 - (ii) disclosed in the Disclosure Memorandum or this contract;
 - (iii) to be given to Council or any other Authority or any other person in connection with Cova including but not limited to any easement that may be required by any electrical Authority for electricity supply and substations or for any telecommunication service;
 - (iv) required as a condition of a development approval or for the sealing or Registration of the Subdivision Plan by Council or any other Authority; or

(v) determined by the Seller to be necessary or expedient for the effective use of the Lot, any other lot, the Common Property or the Land;

- (c) the lot entitlements, By-Laws and all matters contained in, endorsed upon or annexed to the Proposed CMS or the Subdivision Plan as altered in terms of this contract;
- (d) all matters contained in, endorsed upon or annexed to the Subdivision Plan as altered in the terms of this contract;
- (e) mains, pipes, wires, ducts or any equipment for or any Services to any part of the Lot, the Scheme Land or the Common Property being a joint service with any other land or passing through or over any other land or that a service to other land passing through or over the Lot, the Scheme Land or Common Property and whether or not that is protected by a Registered easement;
- (f) any encroachment by eaves, awnings or fascias of or attached to any improvements on any other lot or other property or vice versa, whether or not shown in any plans in the Disclosure Memorandum;
- (g) any boundary fence or wall not being upon or within the boundary of the Lot, the Scheme Land or Common Property; and
- (h) any other matter disclosed or contemplated in this contract or the Disclosure Memorandum.

and the Buyer is not entitled to Object as a result of any of those matters.

13.2 Easements

The Seller discloses and the Buyer acknowledges:

- (a) the Scheme Land is currently benefited and burdened (as the case may be) by various registered easements;
- (b) on or before Settlement, the Seller intends to cause various easements to be granted variously benefiting or burdening the Scheme Land including:
 - (i) over easement areas (if any) shown indicatively on the survey plans contained in Schedule 1 and the Disclosure Memorandum;
 - (ii) easements burdening each of Lots as shown indicatively on the Disclosure Plan contained in Schedule 1 and otherwise disclosed in the Disclosure Memorandum;
 - (iii) on terms as generally outlined in the Draft Easement Documents;
- (c) the Seller may cause easements to be granted or accepted other than as disclosed or contemplated in this contract or the Disclosure Memorandum;

- (d) the terms of the Draft Easement Documents may change or the location, configuration or areas of the various easement areas as shown indicatively on the relevant survey plans may change as a result of changes or additions required by Council or other relevant Authorities, or as the Seller in its discretion considers reasonably necessary or expedient,

and the Buyer is on no account entitled to Object as a result of any of those matters.

14 Sale subject to seller's conditions

14.1 Seller's conditions

This contract is subject to the Seller obtaining all approvals and consents (from the Council, any Authority, the Body Corporate or other person) the Seller considers necessary for Cova or the sale or use of any land at Cova (including reconfiguration approval to subdivide the Land to create the Lot and construct the Residence on the Lot) on terms wholly satisfactory to the Seller (the Buyer acknowledging that all necessary development approvals and consents may not have taken effect on or before the date of this contract).

14.2 Seller to take reasonable steps

The Seller must take reasonable steps to satisfy the Seller's Conditions.

14.3 Seller may terminate

The Seller may terminate this contract by notice to the Buyer if:

- (a) at any time the Seller is of the opinion that:
 - (i) the Seller will not obtain all approvals and consents in satisfaction of clause 14.1; or
 - (ii) a condition of a relevant development approval or a necessary permit or certificate if complied with, would require substantial change in construction of Cova or the Lot,

in time to effect change of the Scheme by the Sunset Date;
- (b) despite anything else in this contract the Seller in its discretion reasonably considers that proceeding with Cova or subdividing the Land to create the Lot is Not Financially Viable;
- (c) a competent Authority or the Body Corporate refuses to grant or revokes a necessary permit or approval, refuses to seal or Register the Subdivision Plan or record the Proposed CMS or imposes any conditions in a permit, certificate or approval which the Seller considers would be materially prejudicial to Cova or any part of Cova or to the Seller in any respect;
- (d) the Buyer, being a natural person:

- (i) dies;
- (ii) is or becomes Insolvent;
- (iii) is sentenced to imprisonment for a term exceeding 1 month; or
- (iv) is found to be unable to manage his or her affairs by reason of unsoundness of mind; or
- (e) the Buyer, being a company, is or becomes Insolvent.

The Buyer acknowledges that the Seller's termination rights pursuant to this clause are commercially and financially reasonable necessary as, for the subdivision of the Land to create the Lot to proceed, Cova must be viable for the Seller and any Funder.

14.4 Refund of Deposit

If this contract is terminated pursuant to clause 14.3(a), 14.3(b), 14.3(c), 14.3(d)(i) or 14.3(d)(iv) the Deposit must be refunded to the Buyer in full and the Buyer has no further remedy. If the Seller terminates this contract under clauses 14.3(d)(ii), 14.3(d)(iii) or 14.3(e) the Deposit will be forfeited to the Seller.

15 Risk

15.1 Passing of risk

The Property is at the risk of the Seller until Settlement at which time the risk passes to the Buyer.

15.2 Seller not obliged to insure

Subject to section 191 of the BCCM Act, the Seller is not obliged to insure the Property. Section 63 of the Property Law Act does not apply.

16 Seller's warranties

16.1 Requisitions on title

Subject to Part 3 of Chapter 5 of the BCCM Act, the Buyer may not deliver any objection, requisition or enquiry on title.

16.2 Warranties

The Seller warrants to the Buyer that at Settlement except as is disclosed or provided for in this contract or the Disclosure Memorandum:

- (a) the Seller has full legal capacity to enter into and complete this contract;
- (b) the Seller is not aware of any claim which would materially adversely affect the Lot;
- (c) the Seller is not aware of any actual or proposed resumption or road alignment affecting the Lot or any other land in the Scheme that may materially adversely affect the Lot;
- (d) no Court will have made any order for the extinguishment of the Scheme; and
- (e) the Body Corporate will not have mortgaged or charged any of its assets to secure the payment or repayment of any money.

16.3 Breach of warranty

Subject to the BCCM Act, if a warranty in clause 16.2 is breached by the Seller and the Buyer is materially prejudiced (the onus of proving which will be on the Buyer) the Buyer may terminate this contract by written notice to the Seller and the Deposit must be refunded to the Buyer in full. The Buyer has no further remedy.

17 Errors and misdescriptions

If there is a mistake or error in the description of the Scheme Land, the Lot or the Common Property in this contract or the Disclosure Memorandum or any other error in the particulars of sale, that mistake or error will not annul the sale and the Buyer's remedies are limited to a claim for compensation. The Buyer may not otherwise Object.

18 Acknowledgements, authorisations

18.1 Statutory notices

The Buyer acknowledges receiving, before signing this contract:

- (a) the Section 213 Statement including:
 - (i) a Disclosure Plan identifying the Lot in compliance with section 213AA of the BCCM Act; and
 - (ii) a copy of the Proposed CMS;
- (b) written statement about the power of attorney required by section 219 of the BCCM Act which is included in the Disclosure Memorandum.

18.2 Buyer warranty

The Buyer warrants to the Seller that the Buyer:

- (a) has read the statements and documents described in clause 18.1; and
- (b) is aware of the Buyer's rights under Section 213 of the BCCM Act.

18.3 Pool safety certificate

The Buyer acknowledges that:

- (a) there is a 'shared pool', as defined in the *Building Act 1975* (Qld) on the Common Property;
- (b) a copy of the relevant pool safety certificate is contained in the Disclosure Memorandum; and
- (c) the Seller has given to the Buyer the required notice under the *Building Act 1975* (Qld) in relation to the existence of the Pool Safety Certificate.

18.4 Maintenance of works in waterway area

The Seller discloses and the Buyer acknowledges and agrees that:

- (a) this contract is a contract to which section 15 of the Gold Coast City Council Local Law 17 (Maintenance of Works in Waterway Areas)

2012 ('Local Law No. 17') applies or may apply;

- (b) certain works ('Specified Prescribed Works') consisting of the revetment walls, embankments, landscape works, any steps, jetty, pontoon or decking or any other structure or works (wherever located) designed to be exposed in whole or in part to water are completely or partly situated on, or are connected to:

- (i) that part of the Scheme Land adjoining or near to the Hope Island Canal (and includes Scheme Land which may be separated from the Hope Island Canal by park or Council owned land); and
- (ii) the Lot where the Lot adjoins the Hope Island Canal;

- (c) under Local Law No. 17 a person who is a 'Responsible Person' (as that term is defined in the Local Law No. 17 and which may include the Body Corporate or the owner of the Lot or both) for the Specified Prescribed Works is, at that person's cost, required to 'maintain' and keep the Specified Prescribed Works in:

- (i) a safe condition; and
- (ii) good working order, repair and condition, including so that the Specified Prescribed Works can continue to perform its intended function;

- (d) for the purposes of Local Law No. 17 'maintain' includes:

- (i) undertaking regular inspection of work to determine whether it is in a safe condition or good working order, repair and condition; and
- (ii) having regards to the nature and life expectancy of a work, obtaining a qualified experts report, when reasonably prudent, to determine whether maintenance is required to ensure that the work is in a safe condition and in good working order, repair and condition, including so that the prescribed work can continue to perform its intended function; and

- (e) the Seller is not aware of any outstanding notice issued by the Council under Local Law No.17 in relation to the actual specified work.

19 Dividing Fences

19.1 No contribution

Despite anything in the *Neighbourhood Disputes Resolution Act 2011* (Qld) (or any law that replaces it), the Seller will not be required to contribute to any dividing fence between the Lot and any adjoining land owned by the Seller.

19.2 Consent to disclosure of contact details

The Buyer consents to the Seller (and any related body corporate) (as defined in the Corporations Act) using and disclosing the Buyer's contact details to the buyers of neighbouring land, or the owners of neighbouring land, for the purpose of resolving any dividing fences issues that may arise (if any) and only if necessary and in the course of a dividing fences dispute.

20 Managed Investments Act

20.1 Definitions for this clause

In this clause:

'ASIC' means Australian Securities and Investments Commission.

'Chapter 5C' means Chapter 5C of the Corporations Act.

'Letting Agent' means any person authorised under the letting authorisation agreement in the Disclosure Memorandum.

'RG 140' means ASIC Regulatory Guide 140 issued in relation to serviced strata schemes.

'Section 601MB' means section 601MB of the Corporations Act.

20.2 Buyer's acknowledgement

The Buyer acknowledges that:

- (a) RG 140 represents ASIC's interpretation of the application of the managed investment provisions in Chapter 5C;
- (b) the Corporations Act requires, amongst other things, for a serviced strata apartment that is a managed investment scheme, that the scheme be registered, the operator of the scheme be licensed and a Disclosure Memorandum be issued;
- (c) neither the Seller nor Letting Agent proposes to conduct a serviced strata apartment operation on the Scheme Land;
- (d) no buyer of a lot is obliged to make their lot available to the Seller or Letting Agent for letting;
- (e) no lot will be made available for letting on an overnight or short term basis;
- (f) there is no understanding between or amongst buyers of lots and the Seller or Letting Agent that lots made available to the Letting Agent for letting will be let on a rotational or other basis, but that a prospective tenant has the right to select a lot and prefer one lot over another or others; and
- (g) if a buyer of a lot makes their lot available to the Letting Agent for letting:
 - (i) It is with the intention that any letting will be for not less than 3 months; and

- (ii) the rental income of lots will not be pooled.

20.3 Seller considers not a serviced strata scheme

Because of clause 20.2, the Seller considers neither its sale of lots nor the operation of the letting business to be conducted by the Letting Agent is a serviced strata scheme and that neither is subject to RG 140 or Chapter 5C.

20.4 Buyer's legal advice

The Buyer acknowledges that:

- (a) it has had the opportunity to obtain independent legal advice about RG 140 and Chapter 5C, including any rights it might have under Section 601MB;
- (b) If it is determined that a serviced strata scheme is being operated on the Scheme Land, then it would not be equitable for the Buyer to invoke the provisions of Chapter 5C; and
- (c) the Seller will rely on this clause to obtain finance for construction of Cova.

21 Gold Coast City Council

21.1 Buyer acknowledgement

The Buyer acknowledges it is a condition of the development permit that has been granted (or will be granted) for the Principal Scheme that the Council requires an easement to be granted to allow public access over the Principal Scheme Common Property.

21.2 Proposed documents with Council

- (a) The Seller may, and may cause the Body Corporate to, enter into the Council Licence and Maintenance Agreement (Cova Public Land) with the Council proposed to generally be in the form contained in Part 12 of the Disclosure Memorandum but its terms are not yet finalised. Accordingly, if the Council Licence and Maintenance Agreement (Cova Public Land) is entered into (and it may not be), the terms of it may vary, as decided by the Seller and required by the Council, from those disclosed.
- (b) The terms of the documents in clause 21.2(a) may not have yet been agreed upon and may need to be further negotiated by the Seller with the Council. No warranty is given that the documents will be entered into.

21.3 Buyer consents

Subject to the BCCM Act, the Buyer, as a person having an interest:

- (a) consents to and approves each of the matters in clause 21; and
- (b) is not entitled to Object as a result of such matters.

22 Marina

22.1 Buyer acknowledgement

The Buyer acknowledges that:

- (a) the Marina (other than certain designated areas) is intended to be developed into lots in the Cova Marina CTS 44722 as a subsidiary community title scheme of the Principal Scheme for the exclusive use of owners of a Marina Berth and residents of Cova who have leased a Marina Berth; and
- (b) the layout of the Marina, including the Marina Berths, is indicative only and may change in the Seller's discretion.

22.2 Both independent

This contract is independent of, and in no way whatsoever conditional upon, any expectation (or otherwise) of the Buyer that it will secure a Marina Berth in Cova. To remove doubt, this contract must be completed whether or not the Buyer secures a Marina Berth in Cova.

22.3 Buyer acknowledgement

The Buyer acknowledges the matters referred to in clauses 22.1 and 22.2 and will make its own enquiries in regard to any matters referred to in those clauses.

23 Recreation Facilities

23.1 Recreation Facilities Licences

The Buyer acknowledges that:

- (a) the Recreation Facilities will be on a lot or lots in the Principal Scheme;
- (b) the right to use the Recreation Facilities is contained in the Recreation Facilities Licence;
- (c) the Seller intends, as Cova proceeds, to cause the land on which the Recreation Facilities are located to become Principal Scheme Common Property;
- (d) the Seller may develop additional Recreation Facilities as a part of an additional stage in Cova and those Recreation Facilities:
 - (i) may be on a lot subject to a licence similar to the Recreation Facilities Licence; or
 - (ii) may be Principal Scheme Common Property.

23.2 Buyer consents

Subject to the BCCM Act, the Buyer, as a person having an interest:

- (a) consents to and approves each of the matters in clause 23; and
- (b) is not entitled to Object as a result of such matters.

24 Power of attorney and related matters

24.1 Appointment

The Buyer irrevocably appoints, on a joint and several basis:

- (a) the Seller; and
- (b) If the Seller is a company or company trustee, each director and secretary and attorney (under a power of attorney) of the Seller,

to be the attorney of the Buyer (**Attorney**) on the terms and for the purposes set out in this clause.

24.2 Purposes of power of attorney

The Power of Attorney may be used for the following purposes:

- (a) to complete, sign and lodge any voting paper (or any other document, including a proxy appointment form, corporate owner nominee notification form or owner's representative notification form) and any other notice under the Regulation Module to allow the Attorney to vote in the Buyer's name at all or any meetings of the Body Corporate (for the Principal Scheme or the Subsidiary Scheme) in respect of any motion or resolution referred to in clause 24.2(b);
- (b) to exercise and perform to the exclusion of the Buyer as owner of a lot in Body Corporate all of the Buyer's voting rights at general meetings of the Body Corporate (for the Principal Scheme or the Subsidiary Scheme) in relation to:
 - (i) authorising or ratifying the entry by the Body Corporate into agreements and deeds in terms substantially the same as the drafts contained in the Disclosure Memorandum as amended from time to time with a party or parties approved by the Seller;
 - (ii) adopting the Proposed CMS contained in the Disclosure Memorandum and any variations or new CMS required as a consequence of any changes the Seller considers desirable or necessary where those variations do not materially prejudice the Buyer;
 - (iii) authorising any variation in the explanation of development of the Scheme Land contained in the Proposed CMS where that variation will not materially prejudice the Buyer;
 - (iv) adopting the by-laws substantially the same as those included in the or the Proposed CMS contained in the Disclosure Memorandum as amended from time to time and to make variations to the by-laws as

- the Seller considers desirable or necessary where those variations do not materially prejudice the Buyer;
- (v) the fixing, adoption, variation or ratification (as the case may be) of budgets or of contributions to be levied by the Body Corporate under the BCCM Act;
 - (vi) the composition and election of members of the Committee of the Body Corporate for the Scheme;
 - (vii) adopting a resolution that there be no prohibition or restriction of the use of proxies by the Seller;
 - (viii) authorising or ratifying the entry by the Body Corporate into agreements for the provision of services or utilities to the Body Corporate and the Scheme;
 - (ix) authorising any transfer, lease, easement, licence, grant or allocation of exclusive use or occupation authority or other right over any of the Common Property or the Scheme Land;
 - (x) authorising any variation to the lot entitlements of any one or more lots in the Scheme other than the Lot, where that variation will not materially prejudice the Buyer;
 - (xi) granting of an authority under a service contract or the Regulation Module for the Scheme to occupy Common Property;
 - (xii) adopting a resolution to acquire or lease any personal property that is required to facilitate the effective operation of the Body Corporate and the facilities provided for the use of owners and occupiers of lots in the Scheme;
 - (xiii) authorising the owner of a lot (including the original owner) to make improvements under the Regulation Module, including the installation, erection or construction of air conditioning equipment, enclosures, carports, pergolas, fencing, storage devices, screening, shutters, security devices or apparatus and awnings;
 - (xiv) authorising the Body Corporate to take action or steps permitted under the Regulation Module, including the Body Corporate entering into and affixing its seal to an easement or licence with neighbouring property owners, including the original owner;
 - (xv) authorising the issuing of a continuing contravention notice under the BCCM Act or the issue of
- (xvi) a future contravention notice under the BCCM Act;
 - (xvi) consenting to the assignment of an agreement entered into between the Body Corporate and a service contractor, letting agent, with or without a transfer fee being imposed under the Regulation Module;
 - (xvii) authorising the issue of a notice under sections 203(1) or (2) of the BCCM Act;
 - (xviii) authorising an application to be made for an order of an adjudicator under section 238(1) of the BCCM Act authorising an appeal to be lodged under sections 289(2) or 304 of the BCCM Act;
 - (xix) authorising the commencement of a proceeding under section 312(1) of the BCCM Act;
 - (xx) authorising the settlement, signing and lodging of any written consent under sections 171(2) and 171(3) of the BCCM Act and the Regulation Module that may be required to facilitate and perfect an allocation or grant of exclusive use, as contemplated in the Disclosure Memorandum or the contract;
 - (xxi) approving the reconfiguration or amalgamation of any lots or Common Property in the Scheme (other than the Lot) and the recording of a new community management statement in relation to the reconfiguration or amalgamation;
 - (xxii) adopting a resolution to acquire any additional land into the Scheme whether as a Lot or Common Property and the recording of a new community management statement in relation to that acquisition;
 - (xxiii) adopting a resolution to transfer or excise any land out of the Scheme and a recording of a new community management statement in relation to that transfer or excision;
 - (xxiv) the election of executive and ordinary members of the Committee of the Body Corporate and Body Corporate representatives;
 - (xxv) authorising any easement or licence for construction purposes in favour of the Seller relating to the staging of construction works on the Scheme Land;
 - (xxvi) the granting of consent to any appeal to be lodged in the Planning and Environment Court under the

Planning Act pursuant to section 60(7) of the BCCM Act consequent upon the Council falling or refusing to endorse a community management statement notation within 40 days after the community management statement or any new community management statement is submitted to the Council for endorsement;

- (xxvii) authorising a request or consent to register a new community management statement for the Scheme reflecting any of the variations or matters referred to in this Power of Attorney.

24.3 Exclusion

In so far as it is lawful, the rights of the Seller under this clause 24 can be exercised to the exclusion of the Buyer, if the Seller requires such exclusion.

24.4 Duration - Power of Attorney

The Power of Attorney contained in this clause commences on the date of this contract and expires:

- (a) 12 months after the date that the Scheme is changed by recording of the Proposed CMS; or
- (b) as provided by the BCCM Act from time to time,

whichever expiry date is later.

24.5 Buyer must preserve seller's rights on sale

The Buyer must not dispose of nor transfer the Lot or any share in the Lot without first obtaining at the Buyer's cost and giving to the Seller:

- (a) a power of attorney in the same terms, of the same duration and to the same persons as the one given pursuant to clause 24.1 and 24.2; and
- (b) a deed by which the disponee covenants with the Seller in the same terms as this clause 24.

24.6 Direction of voting

The Buyer must vote at meetings of the Body Corporate and the Committee as directed by the Seller. This provision expires on the date the power of attorney expires under clause 24.4.

24.7 Further actions and documents

- (a) If directed by the Seller at any time, the Buyer must take all steps available in order to give full effect to the Power of Attorney including signing and completing any further instrument provided by the Seller.
- (b) Without limiting clause 24.7(a), the Buyer must, if requested by the Seller, deliver to the Seller on Settlement a separate document signed by the Buyer reflecting the terms of the Power of Attorney contained in

this clause 24. The Seller will provide to the Buyer or the Buyer's lawyers a copy of any such document that the Buyer is required to sign.

24.8 Witnessing of signatures

- (a) So as to ensure the validity of the Power of Attorney, the signature or signatures of the Buyer must be witnessed.
- (b) The Seller may at any time declare itself not bound by this contract until such time as the Buyer's signature or signatures have been properly witnessed.

25 Buyer not to caveat

- (a) The Buyer must not lodge nor permit to be lodged a caveat affecting any part of the Scheme Land.
- (b) Nothing in clause 25(a) limits the right of the Buyer to lodge or register a caveat over the Lot but only once the Subdivision Plan is Registered and title to the Lot is created.
- (c) The Buyer:
 - (i) In consideration of the Seller entering into this contract, irrevocably appoints the Seller, its officers and employees severally as the Buyer's attorney to sign and lodge for registration a withdrawal of caveat if the Buyer lodges a caveat in breach of clause 25(a);
 - (ii) agrees the power of attorney given as security in terms of Section 10 of the Powers of Attorney Act 1998 (Qld) and may not be revoked by the Buyer without the consent of the Seller and may be exercised even if this involves a conflict of duty or the attorney has a personal interest in doing so; and
 - (iii) agrees the Buyer must not transfer the Lot except to a transferee who has first agreed to be bound by the conditions contained in this clause and to sign a power of attorney of the same kind that is contained in this clause in favour of the Seller.

26 Buyer not an undisclosed trustee

If the Buyer enters this contract as trustee of any trust (Trust), then the Buyer:

- (a) accepts and undertakes personal liability under this contract;
- (b) warrants that the Trust is created validly and is in existence;
- (c) warrants that the Buyer:
 - (i) is sole trustee of the Trust and has been appointed validly;

- (ii) has full and free power to enter into this contract and to perform all the obligations imposed upon the Buyer under this contract;
 - (iii) makes this contract for the sole benefit of the beneficiaries of the Trust;
 - (iv) has taken all steps necessary to entitle it to be indemnified from the assets of the Trust against any liability undertaken under this contract; and
- (d) must, upon request, deliver to the Seller copies of all documents establishing or amending the Trust or making appointments under the Trust.
 - (e) agrees that if at any time before Settlement the Buyer ceases for any reason to be the sole trustee of the Trust, in consideration of the Seller agreeing to such change, the Buyer must procure any new or additional trustee of the Trust to execute in favour of the Seller such covenants relating to this contract as the Seller may reasonably require including covenants on similar terms as those contained in this clause and a guarantee in accordance with clause 28; and
 - (f) will notify the Seller promptly in writing if the Trust is determined or for any reason ceases to exist.

27 Buyer warranties and indemnity

27.1 Buyer warranty

The Buyer represents and warrants that:

- (a) the Buyer has relied entirely on its own independent investigations and enquiries about the Property (including those concerning potential or present yield of the Property) in entering into this contract;
- (b) the Buyer has not relied on or been induced to enter into this contract by any representation or warranty made by the Seller, the Seller's agent or any other person acting or purporting to act on behalf of the Seller other than as set out in this contract and the Disclosure Memorandum;
- (c) the Buyer has not relied on any information, statements, model, presentation, brochure, report, illustration, depicted views, internet site or website (not otherwise included in this contract and the Disclosure Memorandum) as that may not be relied on by the Buyer except at the Buyer's own risk and with full understanding that the development of Cova, the Lot and any surrounding areas or buildings may vary from the information or position outlined in those items; and
- (d) the Buyer has obtained its own independent professional advice on the nature of the Property and the Buyer's rights and obligations under the contract;

- (e) the Buyer is not illegally transferring funds from the People's Republic of China (PRC) to pay the Deposit;
- (f) on the Settlement Date the Buyer is not illegally transferring funds from the PRC to pay the Balance Purchase Price;
- (g) on the Contract Date, the Buyer has access to sufficient funds in a location outside of the PRC to enable the Buyer to pay the Balance Purchase Price; and
- (h) by entering into this contract, and the transactions contemplated by this contract, the Buyer is not in breach of any applicable laws in the PRC and any other legal prohibitions on money laundering, trade control and sanctions applicable to the performance of this contract (including by virtue of the place of domicile or operations of the parties to this contract and their related parties).

27.2 Acknowledgement

The Buyer acknowledges that:

- (a) in entering into this contract the Seller has relied on the warranties given by the Buyer in this clause; and
- (b) the Buyer may only rely on the descriptions as set out in this contract and the Disclosure Memorandum.

27.3 Indemnity

The Buyer indemnifies and keeps indemnified the Seller against any liability, loss or cost arising out of any breach of the warranties in this clause.

27.4 No liability

To the maximum extent permitted by law the Seller accepts no liability for and gives no warranties in relation to any information, statements, model, presentation, brochure, report, illustration, depicted views, internet site or website not otherwise included in this contract and the Disclosure Memorandum.

28 Guarantee

28.1 Buyer a company or trustee

If the Buyer is a company or a trustee of a trust then, unless the Seller otherwise agrees in writing, the Buyer must cause the Buyer's performance under this contract to be guaranteed by:

- (a) if the Buyer is a company, the directors and shareholders of the company;
- (b) if the Buyer is a company and trustee of a trust, the directors and shareholders of the company and the principal beneficiaries of the trust; or
- (c) if the Buyer is an individual as trustee of a trust, the principal beneficiaries of the trust.

28.2 Contract not binding on Seller

Unless otherwise agreed by the Seller, unless each Guarantor has signed this contract as guarantor before the Seller signs this contract, the Seller may at

any time until Settlement terminate this contract by notice to the Buyer and on termination the Deposit must be refunded to the Buyer in full and no party will have any claim against the other.

28.3 Consideration

The Guarantor:

- (a) enters into this document in consideration of:
 - (i) the Seller agreeing at the request of the Guarantor to enter into the Contract; and
 - (ii) the Seller agreeing to pay \$1.00 to the Guarantor, within 10 Business Days after the Seller receives written demand for payment from the Guarantor; and
- (b) acknowledges the receipt of valuable consideration from the Seller for the Guarantor incurring the obligations under this Guarantee.

28.4 Guarantee

Each Guarantor jointly and severally covenants with the Seller that:

- (a) the Guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the Seller (and indemnifies the Seller in respect of) the due and punctual performance of all the obligations of the Buyer under or arising out of this contract including (without limitation):
 - (i) payment when due of all amounts payable by the Buyer under this contract;
 - (ii) performance when due of all other obligations of the Buyer under this contract; and
 - (iii) prompt payment of all amounts for which the Buyer may become liable in respect of any breach of this contract;
- (b) the Guarantor's obligations under this guarantee and indemnity are unconditional, irrespective of:
 - (i) the validity, regularity and enforceability of any provision of this contract;
 - (ii) the absence of any action by the Seller or the Buyer to enforce this contract;
 - (iii) the waiver or consent of the Seller in respect of any provision of this contract;
 - (iv) the recovery of any judgment against the Buyer;
 - (v) any action to enforce judgment against the Buyer;
 - (vi) any variation of the terms of this contract;

- (vii) any time or indulgence granted to the Buyer by the Seller;
- (viii) the dissolution of the Buyer;
- (ix) any change in the status, function, control or ownership of the Buyer;
- (x) any consolidation, merger, conveyance or transfer by the Buyer;
- (xi) any other dealing, transaction or arrangement between the Seller and the Buyer; or
- (xii) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety;

- (c) this guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all the obligations of the Buyer under or arising out of this contract;
- (d) the Seller may require the Guarantor to make a payment or perform any other obligation of the Buyer under or arising out of this contract:
 - (i) without first requiring the Buyer to do so; and
 - (ii) irrespective of whether such payment or other obligation would be enforceable against the Buyer; and
- (e) the Guarantor has read this guarantee and indemnity and the rest of this contract and has taken such legal advice as the Guarantor thinks necessary.

28.5 Assignment

The Buyer acknowledges that if the Seller transfers its interest in this contract, the Scheme Land or the Lot the Seller may also assign or transfer the benefit of the Guarantor's obligations under the Guarantee.

29 Prohibited entities

The Buyer and the Guarantor represent and warrant at the Contract Date and at Settlement that:

- (a) the Buyer is not a Prohibited Entity;
- (b) the Buyer is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
- (c) no person who has any direct or indirect interest in the Buyer, including stockholders, members, partners and other investors is a Prohibited Entity;
- (d) no Prohibited Entity obtains a legal or equitable interest in the Property because the Buyer enters into or completes this contract; and
- (e) the Buyer is in material compliance with all laws, statutes, rules and regulations of any Authority including Part 4 of the *Charter of*

30 Buyer as a foreign person

30.1 Buyer's warranty as to status

The Buyer warrants that the Seller may rely on the statement in Item F as to whether or not the Buyer is a Foreign Person and the details provided by the Buyer in this contract for the purposes of FATA. If a box in Item F is not marked the Buyer warrants that it is not a foreign person.

30.2 Buyer as a foreign person

If the Buyer is a Foreign Person and approval is required under FATA to the Buyer's acquisition of the Lot:

- (a) this contract is subject to approval being obtained for the Buyer's acquisition of the Lot (or lapse of time such that the Federal Treasurer cannot under that Act prohibit the acquisition);
- (b) the Buyer must:
 - (i) make application for the approval within ten Business Days after the date of this contract;
 - (ii) notify the Seller promptly after the Buyer has done so and provide the Seller with a full copy of the application;
 - (iii) diligently and promptly answer any queries or requests from the Federal Treasurer relating to the application;
 - (iv) provide to the Seller promptly copies of any correspondence to and from the Federal Treasurer; and
 - (v) notify the Seller promptly after receiving a decision on the application to whether or not clause 30.2(a) is satisfied and provide a copy of the decision to the Seller; and
- (c) if the condition in clause 30.2(a) is not satisfied on or before the date 40 days from the date of this contract (**FIRB Approval Date**) either party may terminate this contract by written notice to the other at any time before clause 30.2(a) is otherwise satisfied and on termination the Deposit must be refunded to the Buyer in full;
- (d) the Seller must provide all reasonable assistance to the Buyer in the processing of the Buyer's application; and
- (e) if the Buyer fails to give written notice to the Seller in accordance with clause 30.2(b)(v) or otherwise fails to comply with the Buyer's obligations under this clause 30.2, the Buyer will be in default under this contract and the Seller may, without limitation, exercise any

30.3 Buyer to give further information

Whether or not the Buyer is a Foreign Person, if the Buyer has not already done so by completing the details in the Particulars of Sale, the Buyer must provide the Seller in writing within seven days after a request by the Seller:

- (a) the full name, citizenship and ordinary residence of each individual Buyer;
- (b) if the Buyer is a company, the full name, citizenship and ordinary residence of each director and shareholder and each natural person who has a controlling interest in the company as defined in FATA;
- (c) if the Buyer is a trustee, the full name, citizenship and ordinary residence of the each beneficiary of the trust and each natural person who has a controlling interest in the trust as defined in FATA; and
- (d) any other information the Seller reasonably requires,

and if any of that information changes the Buyer must tell the Seller in writing within seven days of the change occurring. The Buyer warrants the Seller may rely on the details provided by the Buyer in this contract or otherwise in writing for the purposes of FATA.

30.4 Indemnity to Seller

The Buyer indemnifies the Seller against any loss it suffers as a result of breach of a warranty or obligation by the Buyer under this clause.

30.5 No entitlement to residency

The Buyer acknowledges that the purchase of the Lot by the Buyer does not in any way entitle the Buyer to a right of immigration, residency or visa for entry to Australia and that the Seller does not make any representations in relation to these matters.

31 Buyer to enter Deed of Covenant

- (a) If the Buyer transfers its interest in the Lot, the Buyer must obtain a deed of covenant from the relevant transferee under which the transferee agrees to be bound by the provisions of clauses 6, 7, 8, 19, 20, 21, 22 and 23 as if it were the Buyer, including the obligation to obtain a similar deed of covenant from any further purchaser.
- (b) If the Buyer does not deliver to the Seller a properly executed deed of covenant, the Buyer indemnifies the Seller against all loss and damages incurred by the Seller as a result.
- (c) Upon delivery to the Seller of a properly executed deed of covenant which complies with this clause, the Buyer will be released from any further obligations to the Seller under this clause 31.

32 Instalment Contracts

32.1 Definitions for this clause

In this clause, 'Instalment Contract' has the same meaning as in the Property Law Act.

32.2 Seller allowed to do certain things

If:

- (a) if it is found that this contract is an Instalment Contract;
- (b) any interpretation of any Schedule, annexure or special condition causes this contract to be or become an Instalment Contract; or
- (c) any negotiation or agreement reached between the Seller and the Buyer following formation of this contract causes the contract to be or become an Instalment Contract,

then the Buyer consents for the purposes of section 73 of the Property Law Act to the Seller:

- (d) mortgaging and or charging the Scheme Land (including the Lot) on terms and conditions which the Seller in its absolute discretion may determine; and
- (e) selling parts of the Scheme Land which are not the Lot (for example, other lots in the Scheme to other buyers).

32.3 Deposit not to exceed a certain amount

- (a) Despite any contrary provision in this contract, including any Schedule, annexure or special condition, the Buyer is not (other than at Settlement) bound to make a payment of payments of amounts which total in excess of 20% of the Purchase Price (including any variations by way of discount or rebate or otherwise).
- (b) If the Buyer pays, or has paid, more than 20% of the Purchase Price (including any variations by way of discount or rebate or otherwise) as a Deposit, the Buyer is entitled to, and must accept, a refund from the Seller or the Deposit Holder of the amount which is in excess of 20% (**excess amount**).
- (c) If the Seller refunds the excess amount, the Buyer will still be required to pay the Purchase Price (including any variations by way of discount or rebate or otherwise) less any Deposit held by the Deposit Holder (i.e. after any excess amount is refunded) at Settlement.
- (d) Without derogating from clauses 32.3(a), 32.3(b) and 32.3(c), it is the intention of the parties that the Deposit will not exceed 20% of the Purchase Price (including any variations by way of discount or rebate or otherwise).

32.4 Contract not to be an Instalment Contract

- (a) Nothing in the contract permits the Buyer to elect that the Contract be performed in a manner which would constitute it to be an Instalment Contract.
- (b) The provisions of clause 32.3 are mandatory provisions and override any other provision of this contract including any Schedule, annexure or special condition.

33 Default

33.1 Seller's rights

If the Buyer fails to comply with any provision of this contract, the Seller may, in addition to any other remedy available to it at law or in equity:

- (a) affirm this contract and sue the Buyer for damages or for specific performance or both; or
- (b) terminate this contract from the date of breach, and do all or any of the following:
 - (i) if the Buyer is in possession, resume possession of the Property;
 - (ii) forfeit the Deposit and any accrued interest;
 - (iii) sue the Buyer for damages for breach of contract;
 - (iv) without notice to the Buyer, resell the Property and recover from the Buyer as liquidated damages:
 - (A) any deficiency in price on the resale;
 - (B) the expenses of and incidental to this contract, any repossession, the resale and any failed attempt to resell;
 - (C) all rates, taxes and other Outgoings accrued in respect of the Property that would have been payable by the Buyer under this contract had it duly settled.

Any profit on resale belongs to the Seller.

33.2 GST on forfeited deposit

If the Seller forfeits the Deposit, the Buyer must in addition to the forfeited Deposit pay to the Seller an amount equal to the Seller's liability for GST on the forfeited Deposit within five Business Days of written demand by the Seller to the Buyer. The Seller must provide the Buyer with a valid tax invoice in exchange for payment of the GST amount.

34 Interest on late payments

Without derogating from the strict effect of clauses 3, 35 and 33, if any money payable by the Buyer under this contract is not paid when it is due (or the Seller

In its absolute discretion extends the Settlement Date at the request of the Buyer), the Buyer must pay interest at the Contract Rate from that date (or the due date or the original Settlement Date where the Settlement Date is extended by the Seller at the request of the Buyer) to the date payment is made. That interest is capitalised on the first day of each month and must be paid at the same time as the Balance Purchase Price. The Seller may recover any interest due pursuant to this clause as a liquidated debt. Any judgement for any such money bears interest in the same way from the date of judgement to the date of payment.

35 Time

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

36 Assignment by Seller

36.1 Seller can assign

The Seller may at any time transfer or assign to any person the Seller's interest in the Scheme Land (or any part of the Scheme Land), the Lot or this contract and the benefit of the Guarantee. If the Seller does so transfer or assign the Seller will give to the Buyer a deed poll signed by the transferee or assignee in which the transferee or assignee agrees to be bound by the obligations of the Seller under this contract.

36.2 Contract enforceable after assignment

From receipt by the Buyer of notice from the Seller of the transfer or assignment and the deed poll signed by the transferee or assignee:

- (a) this contract and the Guarantee are enforceable by the transferee or assignee against the Buyer and each Guarantor, as if the transferee or assignee were named as Seller in this contract; and
- (b) the Seller (as assignor) is released from all liabilities and obligations under this contract (whether before or after the notice of the transfer or assignment).

36.3 Buyer's and guarantors' further assurance

If required by the Seller, the Buyer and each Guarantor must promptly execute and deliver to the Seller a deed in favour of the transferee or assignee to give effect to this clause.

36.4 Novation

The Seller may also novate its rights and obligations under this contract to any person at any time by giving the Buyer a deed of novation signed by that person. The terms of the novation may be decided by the Seller but may provide that the Seller is released from all obligations under this contract, regardless of when they arose. The Buyer must promptly sign the Deed and return it to the Seller (or as directed by the Seller).

37 Buyer must not assign

Despite anything else in this contract, the Buyer must not assign its interest in this contract without obtaining the prior written consent of the Seller (which may be withheld in its absolute discretion or given subject to conditions that the Seller decides in its absolute discretion).

38 Privacy consent

The Seller agrees to only collect and use Personal Information related to the Buyer and the Guarantor in accordance with the Seller's Privacy Statement and the Australian Privacy Principle. The Buyer consents to the Buyer's Personal Information being:

- (a) used by the Seller as part of the Seller's business including in connection with:
 - (i) the purchase, development and sale of land;
 - (ii) the proposed sale of an interest in the Seller's business including the sale of real estate at Cova;
 - (iii) raising finance;
 - (iv) internal reporting;
 - (v) reporting to any related or associated entity of the Seller or any financier or advisor of the Seller;
 - (vi) direct marketing;
 - (vii) the management of this contract;
 - (viii) any use specified in the Seller's Privacy Statement; and
- (b) disclosed by the Seller;
 - (i) if required or authorised by law; or
 - (ii) to any one or more of:
 - (A) any related body corporate (as defined in the Corporations Act), financier or advisor of the Seller;
 - (B) the owner of a lot adjoining the Lot in respect of any issue concerning a dividing fence;
 - (C) any person in connection with the proposed sale of an interest in the Seller's business including the sale of real estate in Cova or at Cova;
 - (D) any agent engaged by the Seller and notified to the Buyer;
 - (E) any contractor or service provider involved in the construction, finishing or management of the Property or Cova;

(F) the Body Corporate,
any of whom may be located
outside Australia.

that the notice may not have been received
by the intended recipient.

39 Notices

39.1 How notice may be given

A notice, consent or communication is only effective if it is:

- (a) In writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered by hand to that person's address;
 - (ii) sent by pre-paid mail (and by pre-paid airmail if that person is overseas) to the person's address;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or
 - (iv) sent by electronic mail to the person's email address.

39.2 Solicitor may sign, give or receive notices

A notice, consent or communication may be signed, given and received by a party's lawyers. Notices by a party's solicitor to the other party or its lawyers (for example, varying the settlement date) will be treated as given with the first party's authority.

39.3 When is a notice given

A notice, consent or communication delivered under clause 39.1 is given and received:

- (a) if it is hand delivered or sent by fax:
 - (i) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day;
- (b) if it is sent by post:
 - (i) within Australia – three Business Days after posting; or
 - (ii) to or from a place outside Australia – seven Business Days after posting; and
- (c) if sent electronic mail, at the same time as it is sent except where the sender's email receives a system generated report within 24 hours after dispatching those indicating

39.4 Seller's notices by email

Despite anything else in this contract, as well as any other method of service, a notice under this contract may be given by the Seller to the Buyer or the Buyer's Lawyers by sending the notice to the email address of the intended recipient as set out in this contract or last known to the Seller or the Seller's Lawyers. Such notice need not be signed, and will be taken to be given and received in accordance with 39.3(c) above.

39.5 Particulars for delivery of notices

The particulars for delivery of notices are initially set out in the Particulars of Sale. Each party may change these particulars by notice to each other party.

40 Goods and services tax

40.1 Price is GST inclusive

The Purchase Price is inclusive of GST.

40.2 Margin Scheme

The Seller and Buyer agree that the Seller will adopt the Margin Scheme pursuant to Division 75 of the GST Act to calculate the Seller's liability for GST in respect of the supply of the Property made by the Seller to the Buyer under this contract.

40.3 If Margin Scheme unable to be applied

If the Seller for any reason is not able to apply the Margin Scheme, the Seller may give notice to the Buyer that the Margin Scheme will not apply to the sale of the Property and will not be used by the Seller to work out the GST payable in respect of the supply of the Property.

41 Costs, duty

41.1 Costs

The Seller and the Buyer must each pay its own costs of and incidental to the sale and purchase.

41.2 Payment of duty

The Buyer must pay all duty under the *Duties Act 2001* (Qld) on this contract and in respect of the transfer by the Seller to the Buyer. If the Buyer does not do so, the Seller may do so and recover the amount paid from the Buyer.

41.3 Seller to produce transfer for stamping

The Seller must following execution of the transfer and if so requested by the Buyer produce it to the Office of State Revenue for stamping prior to Settlement. The Buyer must pay the Seller's reasonable costs incurred by the Seller pursuant to this clause.

42 No merger

Any condition or part of a condition to which effect is not given by Settlement and which is capable of taking effect afterwards remains in full force and effect.

43 Entire contract

The Buyer acknowledges and agrees that:

- (a) no representations of the Seller's Agent or the Seller were supplied or made to the Buyer with the intention or knowledge that it would be relied upon by the Buyer;
- (b) no Representations have in fact been relied upon by the Buyer, unless they are specifically contained in this contract or the Disclosure Memorandum;
- (c) before the Buyer entered into this contract it satisfied itself, from its own independent enquiries, as to the value of the Lot being purchased;
- (d) the Buyer has relied upon its own judgment in purchasing the Lot on the terms contained in this contract;
- (e) the terms of this contract (and the Disclosure Memorandum) are the entire agreement between the Buyer and the Seller despite any Representations before the Buyer signed this contract;
- (f) to the extent that there were any Representations before the Buyer signed this contract, the terms of this contract supersede them;
- (g) without limitation, no Representations have been given that the Lot is, or will remain, fit, suitable or adequate for all or any of the purposes the Buyer wishes to use the Lot for; and
- (h) to the maximum extent permitted by law, all Representations or provisions implied by law, relating to fitness, suitability or adequacy of the Lot do not apply to this contract or the Lot.

44 Governing law

44.1 Governing law

Subject to clause 44.2 Queensland law governs this contract and each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and all courts competent to hear appeals from those courts.

44.2 Dispute

- (a) Any dispute, controversy, difference or claim arising out of or in connection with this Contract, including the existence, validity, interpretation, performance, breach or termination of it or any dispute regarding non-contractual obligations arising out of or in relation to it (a 'Dispute'), shall be referred to and finally resolved either by the courts of the State of Queensland or by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC), at the sole discretion of the Seller and if any Dispute is commenced by the Buyer, the Buyer shall give the Seller not less than 14 days' notice in writing of its intention to

commence proceedings, and the Seller must exercise its election in writing within 14 days of receiving that notice.

- (b) Any arbitration commenced at the HKIAC shall be conducted under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The substantive law to be applied in the arbitration shall be the law of Queensland (Australia). The seat of the arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language.

45 Alteration to contract

This contract may only be varied or replaced by a document executed by the parties.

46 Waiver

46.1 Waiver does not affect future obligation

The failure of a party to insist in any instance on performance of any term of this contract or to exercise a right under this contract is not to be construed as a waiver or relinquishment of the future performance of the term or the future exercise of the right or of the performance of any other term this contract, but the obligation of the parties with respect to the future performance continues in full force and effect.

46.2 Waiver must be written

No waiver is effective unless in writing and signed by or on behalf of the party giving it in a way legally binding upon it or signed on its behalf by its lawyers. A waiver given by a party's lawyers is deemed given with the authority of the party and binds the party.

47 Further assurances

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

48 Interpretation

48.1 General

In the interpretation of this contract, unless the context otherwise requires:

- (a) words or expressions defined in the BCCM Act and used in this contract have the same meanings as are given to them under that statute;
- (b) a singular word includes the plural and vice versa;
- (c) a word which suggests one gender includes the other genders;
- (d) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this contract and references to this contract include any schedules or annexures;

- (e) clause headings are to be disregarded in the interpretation of this contract
- (f) a reference to a party to this contract or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (g) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (h) a reference to a document or agreement (including a reference to this contract) is to that document or agreement as amended, supplemented, varied or replaced;
- (i) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (j) if any day on or by which a person must do something under this contract is not a Business Day, then the person must do it on or by the next Business Day;
- (k) all references to time mean a time in Brisbane;
- (l) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; a reference to 'month' means calendar month;
- (m) a reference to an Authority, institute, association or body, whether statutory or otherwise, which:
 - (i) ceases to exist;
 - (ii) is reconstituted;
 - (iii) renamed or replaced; or
 - (iv) whose powers or functions are transferred to any other body,
 is taken to refer respectively to the replacement or transferee body;
- (n) references to 'dollar' and '\$' are to be construed as references to Australian currency;
- (o) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included; and
- (p) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form.

48.2 Joint and several liability

Where a party comprises two or more persons, an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons.

48.3 Severability

A clause or part of a clause of this contract that is illegal or unenforceable may be severed from this contract and the remaining clauses or parts of the clause of this contract continue in force.

48.4 Signing by facsimile

This contract may be entered into by and becomes binding on the parties upon one party signing the contract that has been signed by the other party (or a photocopy or facsimile copy of it) and transmitting a facsimile copy of it to the other party or to the other party's agent or solicitor.

49 Building Covenants

The Buyer acknowledges that Schedule D of the CMS for the Subsidiary Scheme requires owners and occupiers of the lots in the Subsidiary Scheme (excluding the owners and occupiers of certain lots as referred to in Schedule D of the CMS) will be bound by the provisions in Schedule D.

50 Construction of a Residence

50.1 Construction and fit-out

Subject to the other provisions of this contract, by Settlement the Seller must ensure:

- (a) the Residence is constructed on the Lot in a proper and workmanlike manner by a reputable licensed builder in accordance with all relevant building laws and standards; and
- (b) the Residence is equipped with finishes, fittings and Chattels specified in the Finishes and Fittings,

substantially in accordance with the Plans and Specifications, the Disclosure Memorandum and this contract.

50.2 Design development

The Buyer acknowledges that:

- (a) the Buyer is purchasing the Property 'off the plan' prior to completion of construction;
- (b) the Plans and Specifications and the Finishes and Fittings are preliminary only and further detailed design will need to be undertaken by the Seller prior to commencing and during construction to encompass design changes required by Authorities, the practical necessities of construction and the availability and cost of materials;
- (c) as a result it is reasonable that the Seller have the flexibility to make the changes set out in this contract.

50.3 Colour Scheme

Subject to the other provisions of this contract, the Residence will be finished with the Colour Scheme specified in Item 1 or, if Item 1 is not completed to unequivocally show the Buyer's selection of Colour Scheme, the Colour Scheme selected by the Seller (for which the Buyer may not Object). The Buyer acknowledges inspecting and satisfying itself with the

Colour Scheme sample (made available for inspection by the Seller or the Seller's Agent).

50.4 Changes

The Seller may:

- (a) make changes to the Plans and Specifications, Finishes and Fittings and Chattels required by:
 - (i) the Council or other Authority;
 - (ii) practical necessities of construction including but not limited to requirements of good building practice; or
 - (iii) the unavailability of materials or Chattels;
- (b) without limitation to the matters set out in clause 50.4(a):
 - (i) make Minor Variations to:
 - (A) the Plans and Specifications or the structure or design of the Residence;
 - (B) to the size, location or appearance of the Residence;
 - (C) the configuration or layout of the Residence;
 - (ii) substitute materials, finishes, fittings or Chattels on the Lot that the Seller reasonably determines are of equal or superior quality;
 - (iii) substitute any item, the colour of which is relevant for the Colour Scheme applying pursuant to clause 50.3, with another available item of alternative colour as the Seller determines is reasonably comparable to the Colour Scheme;
 - (iv) make any other variation, alteration or substitution which does not materially prejudice the Buyer.

50.5 Measurements

The Buyer acknowledges any measurements and areas in the Plans and Specifications are estimates only and the final measurements and areas may take into account permitted changes in accordance with clause 50.4.

50.6 Seller to rectify defects

The Seller must cause its building contractor to rectify and make good at the Seller's cost within a reasonable time any defects, shrinkage or other faults in the Residence:

- (a) due to faulty materials or workmanship not in accordance with this contract and notified to the Seller by the Buyer in writing before Settlement or within 6 months after Settlement; and

- (b) in the nature of scratches, chips, dents, marks and similar imperfections if notified to the Seller by the Buyer in writing before Settlement.

A final certificate by the Architect is *prima facie* evidence that the Seller has complied with this clause.

50.7 Disputes

The Architect, acting as an expert, will determine any dispute about whether:

- (a) Practical Completion has occurred;
- (b) an alleged defect or fault is within clause 50.6 ;or
- (c) whether a defect has been properly rectified.

The Architect's decision is final and binds the parties.

50.8 Access for rectification

The Buyer must give the Seller and the Seller's building contractors and subcontractors reasonable access to the Lot at no charge to undertake any rectification or repair work required under clause 50.6.

50.9 Imperfections

The Buyer accepts car park floors, driveways, concrete slabs, terraces, tiled areas and exposed concrete surfaces, cornices and architraves and similar areas might develop imperfections (such as cracks) because of temperature changes and normal settlement and the Seller does not have to rectify those kinds of imperfections under clause 50.6 unless they have resulted from defects in workmanship or materials.

50.10 Buyer's entitlement to complying premises

Subject to the other provisions of this clause 50, the Buyer is entitled to premises comprised by the Residence to a standard and specifications substantially in accordance with the Plans and Specifications.

50.11 Pre-completion inspection

The Buyer may inspect the Property once before Settlement, to identify or confirm identity of the Lot and Residence at a reasonable time (preferably in the month before the anticipated Settlement Date) notified by the Seller to the Buyer, accompanied by a representative of the Seller.

50.12 Chattels

On Settlement;

- (a) ownership of and title to the Chattels passes to the Buyer; and
- (b) the Seller transfers to the Buyer the benefit of any transferable manufacturers' or suppliers' warranties the Seller has for the Chattels. Anything else necessary to complete the transfer of warranties is the responsibility of the Buyer.

50.13 Limitation on buyer's other rights

The Buyer is on no account entitled to Object:

- (a) because of any claim about a defect, fault or deficiency in the Property, what ever the cause except the Buyer may claim damages (limited to reasonable rectification costs only) if the Seller fails to comply with clause 50.6;
- (b) for any matter referred to in this clause 50.

51 Special conditions

This contract is subject to the special conditions (if any) contained in the Special Conditions Schedule. If there is any inconsistency between the special conditions contained in the Special Conditions Schedule and the balance provisions of this contract the special conditions prevail to the extent of the inconsistency.

52 Counterparts

This Contract may be signed in any number of counterparts. All counterparts together make one instrument.

53 Counterpart exchange by email or fax

53.1 Formation

This Contract may be formed by exchange of and becomes binding on counterparts in accordance with the following terms:

- (a) a counterpart may be transmitted by email or facsimile transmission (and the time a counterpart is deemed tendered is the time of transmission as shown on the senders fax or computer);
- (b) each named party to this Contract may sign a separate counterpart;
- (c) the Seller may tender by way of exchange by fax or email to the Buyer or the Buyer's Lawyers a counterpart or counterparts which in the aggregate are signed by all persons comprising the Seller under cover of a written notice by the Seller or the Seller's Solicitor, which contains words to the effect 'the Seller's counterpart of the contract is attached by way of exchange'; and
- (d) the Buyer may tender by way of exchange by fax or email to the Seller or the Seller's Solicitor a counterpart or counterparts which in the aggregate are signed by all persons comprising the Buyer under cover of a written notice by the Buyer or Buyer's Lawyers, which contains words to the effect 'the Buyer's counterpart of the contract is attached by way of exchange'.

53.2 Subsequent circulation of Contract

After the exchange of counterparts under clause 53, all parties must sign as originals (but for convenience only) two copies of this Contract. The exchange under clause 53 is intended to make this Contract immediately binding on completion of the exchange.

53.3 Consent

For the purposes of section 11 and 12 Electronic Transactions (Qld) Act 2011, the Seller and the Buyer consents to information being given by electronic communication as contemplated under this Contract.

54 Electronic contract and disclosure

54.1 Consent

The Seller and Buyer consent to:

- (a) information being given (including this Contract and the Disclosure Memorandum, any other notice, consent or communication by either party or a party's lawyers); and
- (b) the transmission of documents,

by electronic communication (including for the purpose of issuing the Disclosure Memorandum or any other notice or information required by law to be given to the Buyer and which is given before the Buyer signs the Contract).

54.2 Signing

- (a) The Seller and Buyer consent to the use of Electronic Signature on:
 - (i) the Disclosure Memorandum;
 - (ii) this Contract;
 - (iii) any other document accompanying the Disclosure Memorandum or Contract; and
 - (iv) any notice consent or communication given by either party or a party's lawyers in relation to the Disclosure Memorandum or Contract or any transaction contemplated by these documents.
- (b) If this Contract is signed by any person using an Electronic Signature, the Seller and the Buyer:
 - (i) agree to enter into this Contract in electronic form; and
 - (ii) consent to either or both parties signing this Contract using an Electronic Signature;
 - (iii) warrant they are the party named in this Contract and intend to be bound by signing; and
 - (iv) agree this Contract is considered to be executed by either party if signed by Electronic Signature.
- (c) The Seller and Buyer agree that execution by either party of an electronic copy of this Contract and the subsequent transmission of electronic copy of this Contract is deemed to become binding upon the parties as if it were signed by original signature.

54.3 Enforceability

The Seller and Buyer agree that, if the Seller reasonably forms a view that this Contract is not enforceable due to failure to comply with any

legislative provision (for example, under the *Electronic Transactions (Qld) Act 2011* (Qld) or BCCM Act):

- (a) the Seller may require this Contract be rescinded and a new contract be entered into between the parties on the same commercial terms; and
- (b) the Buyer must:
 - (i) enter into the new contract with the Seller;
 - (ii) agree to waive the statutory cooling off period applicable to the new contract;
 - (iii) sign the new contract and any other documents; and
 - (iv) do all things reasonably required by the Seller to give effect to the rescission and new contract contemplated by this clause 54.3; and
- (c) the Deposit and any interest earned on the Deposit must be held by the Deposit Holder as if it had been paid by the Buyer under the new contract and the parties agree to instruct the Deposit Holder accordingly.

55 Prosperity Program

55.1 Terms and conditions

If:

- (a) the Property is within a Development which forms part of Frasers Property Australia's Prosperity Loyalty Program (**Prosperity Program**), and
- (b) the Buyer is a member of the Prosperity Program,

the Buyer acknowledges and agrees that it:

- (a) has read the terms and conditions of the Prosperity Program which are available at: <http://www.frasersproperty.com.au/Prosperity/Terms> (as varied from time to time) (**Terms and Conditions**); and
- (b) must comply with the Terms and Conditions in order to receive a Benefit.

55.2 General

Capitalised terms used in this clause 52 which are not defined under this Contract have the meaning given under the Terms and Conditions.

Schedule 1

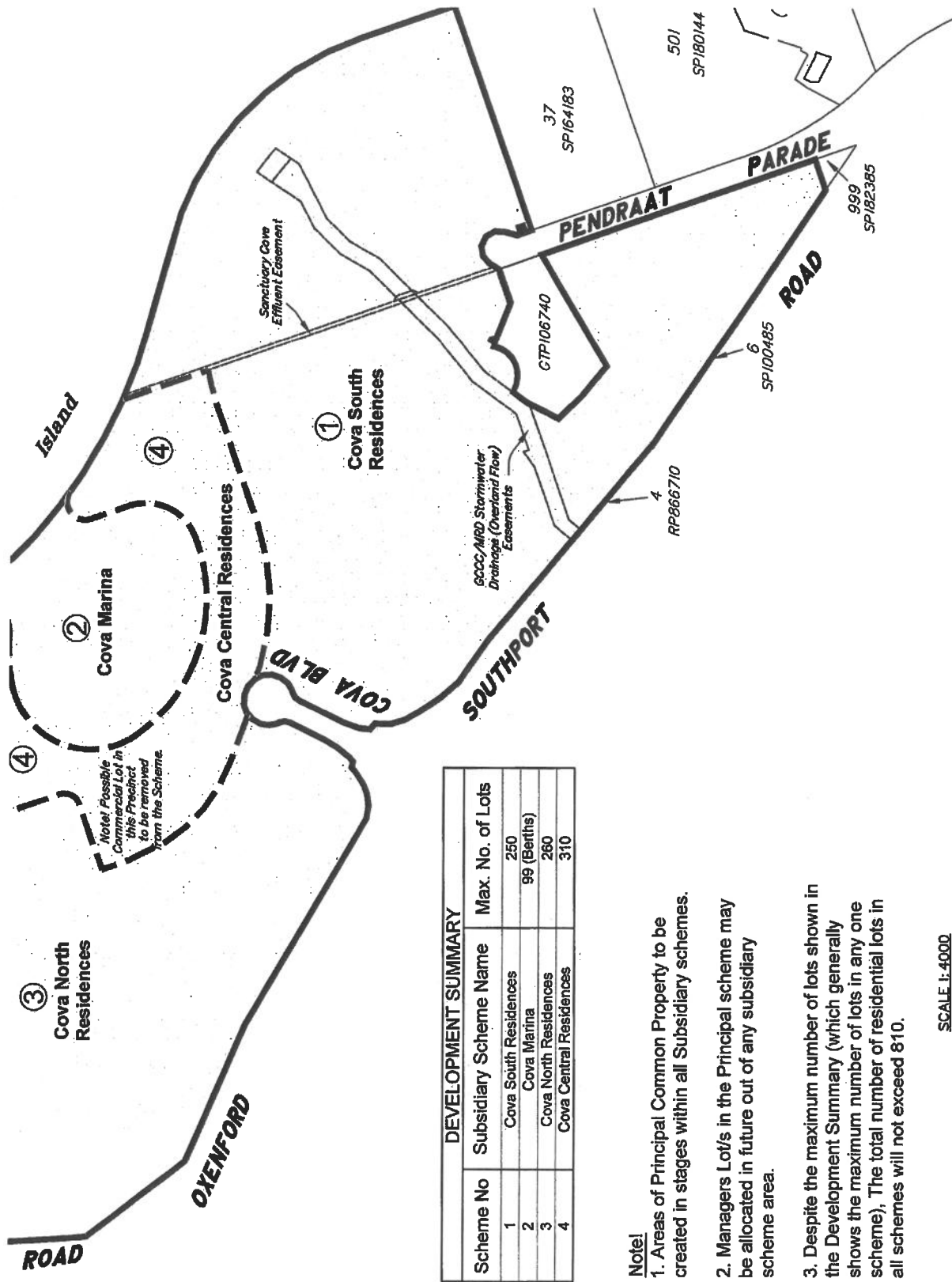
Disclosure Plan (clause 1.1)

The following plans appear after this page:

- (a) Concept Plan for 'Cova' CTS 37420;
- (b) Concept Plan for 'Cova Central Residences' CTS 52381;
- (c) **Disclosure Plan** (draft Subdivision Plan SP 313560 and accompanying Disclosure Plan for each lot on the draft Subdivision Plan) creating the lots for Stage 24 for 'Cova Central Residences' CTS 52381;
- (d) draft survey plans SP313558 and SP313559 proposed to be Registered progressively to create:
 - (i) additional Common Property for 'Cova' CTS 37420;
 - (ii) Lot 61 on SP 313559 intended to be further reconfigured by the Subdivision Plan;
 - (iii) Lot 10001 on SP 313558 and Lot 10007 on SP 313559 intended to be transferred to Council for park; and
 - (iv) Lot 82 on SP313558 intended to be the subject of the Recreational Facilities Licence and intended ultimately to become additional Common Property of Cova CTS 37420.

Important note

- 1 Any areas shown on plans in this contract and the Disclosure Memorandum are approximate only and subject to final survey.
- 2 Areas shown on draft survey plans will generally be less than any areas on architectural plans due to difference methods of measurement.
- 3 Any scales shown on plans may be inaccurate due to, amongst other things, reduction of plan size.
- 4 A number of proposed survey plans may be Registered prior to draft SP 313560 in order to ultimately cause an indefeasible title for the Lot to be created.
- 5 The Seller reserves the right to make any changes to all or any of the above plans including, without limitation, changing:
 - (a) the configuration (and number) of any lots shown on the plans; and
 - (b) the number, sequence or type of survey plans which ultimately cause an indefeasible title for the Lot to be created. For example, additional plans may be Registered and some plans may not be required.

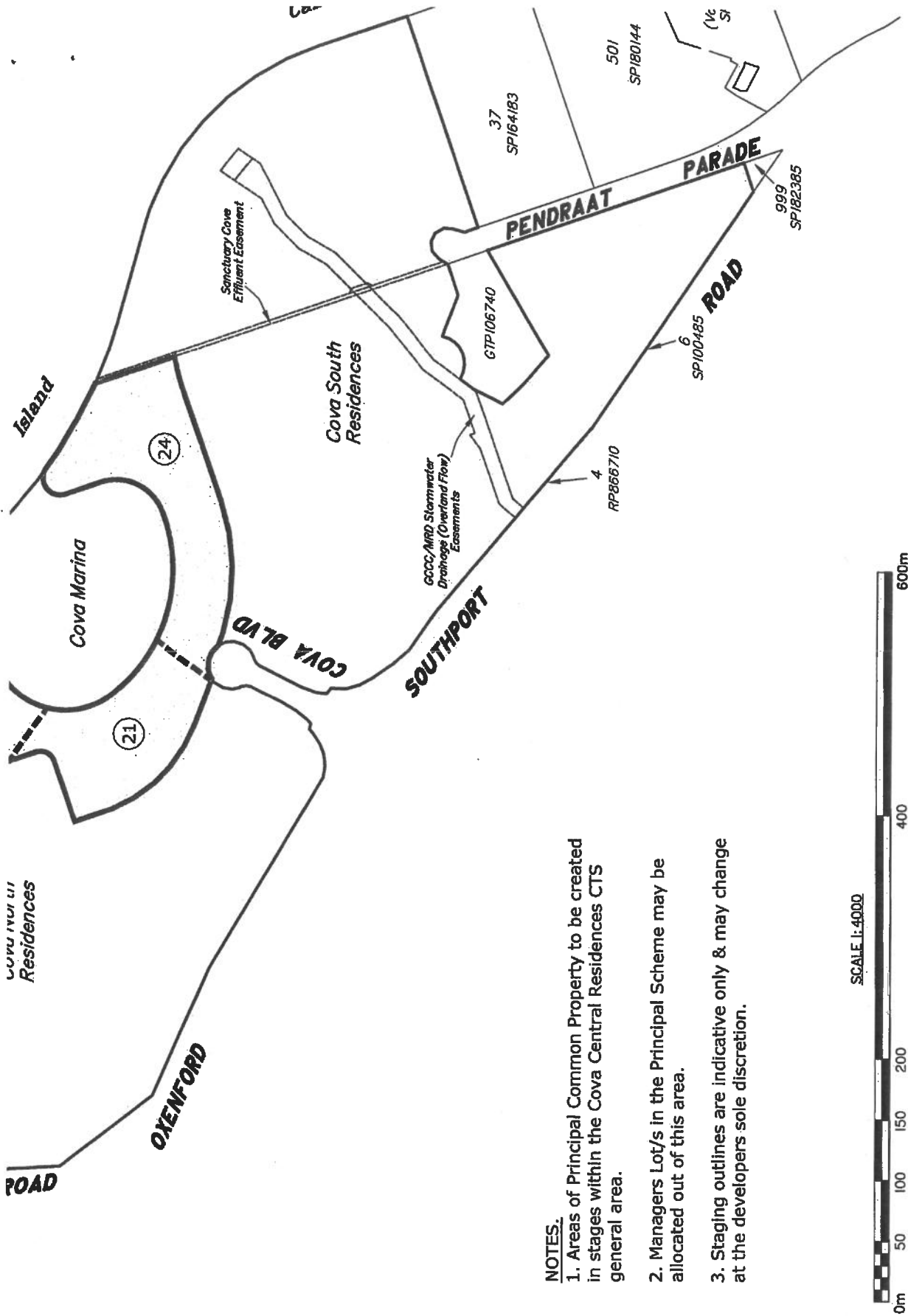


DEVELOPMENT SUMMARY		
Scheme No	Subsidiary Scheme Name	Max. No. of Lots
1	Cova South Residences	250
2	Cova Marina	99 (Berths)
3	Cova North Residences	260
4	Cova Central Residences	310

Note:

1. Areas of Principal Common Property to be created in stages within all Subsidiary schemes.
2. Managers Lot/s in the Principal scheme may be allocated in future out of any subsidiary scheme area.
3. Despite the maximum number of lots shown in the Development Summary (which generally shows the maximum number of lots in any one scheme), The total number of residential lots in all schemes will not exceed 810.

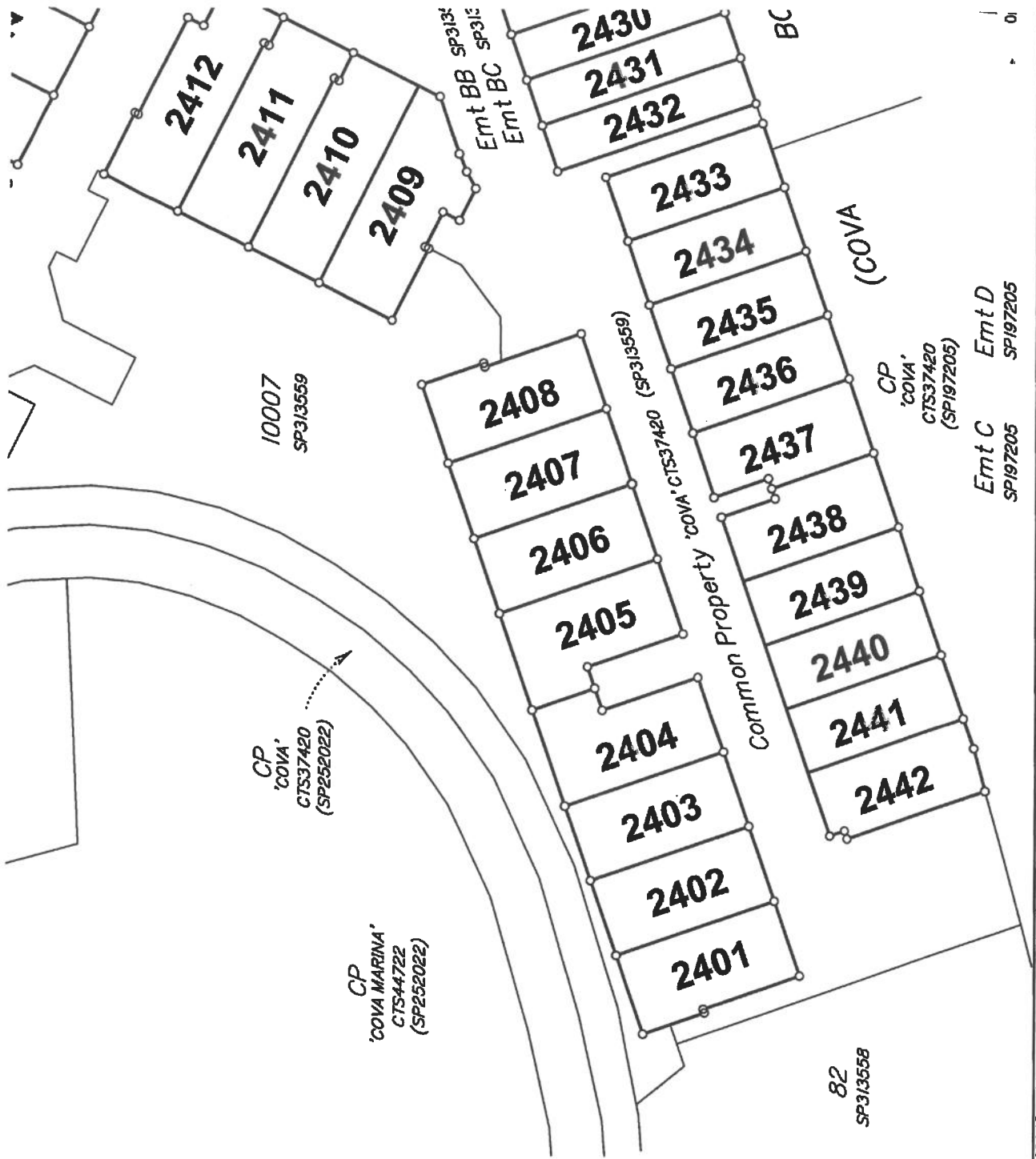




NOTES.

1. Areas of Principal Common Property to be created in stages within the Cova Central Residences CTS general area.
2. Managers Lot/s in the Principal Scheme may be allocated out of this area.
3. Staging outlines are indicative only & may change at the developers sole discretion.





0 50|mm 100|mm 150|mm State copyright reserved.

Disclosure Plan of Lots 2401-2442

Scale: **1:500**

Format: **STANDARD**

Cancelling Lot 61 on SP313559

LOCAL GOVERNMENT:
GOLD COAST CITY COUNCIL

LOCALITY:
HOPE ISLAND

SP313560

Meridian: **SP267339**

Survey Records: *No*

Bennett + Bennett 03245_444_CON.DWG BRJ 06/08/2019

**WARNING : Folded or Mutilated
Plans may
Information may not be p**

(Dealing No.)

5. Lodged by

(Include address, phone number, reference,

1. Certificate of Registered Owners or Lessees.

I/We
.....
.....
.....
.....

(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

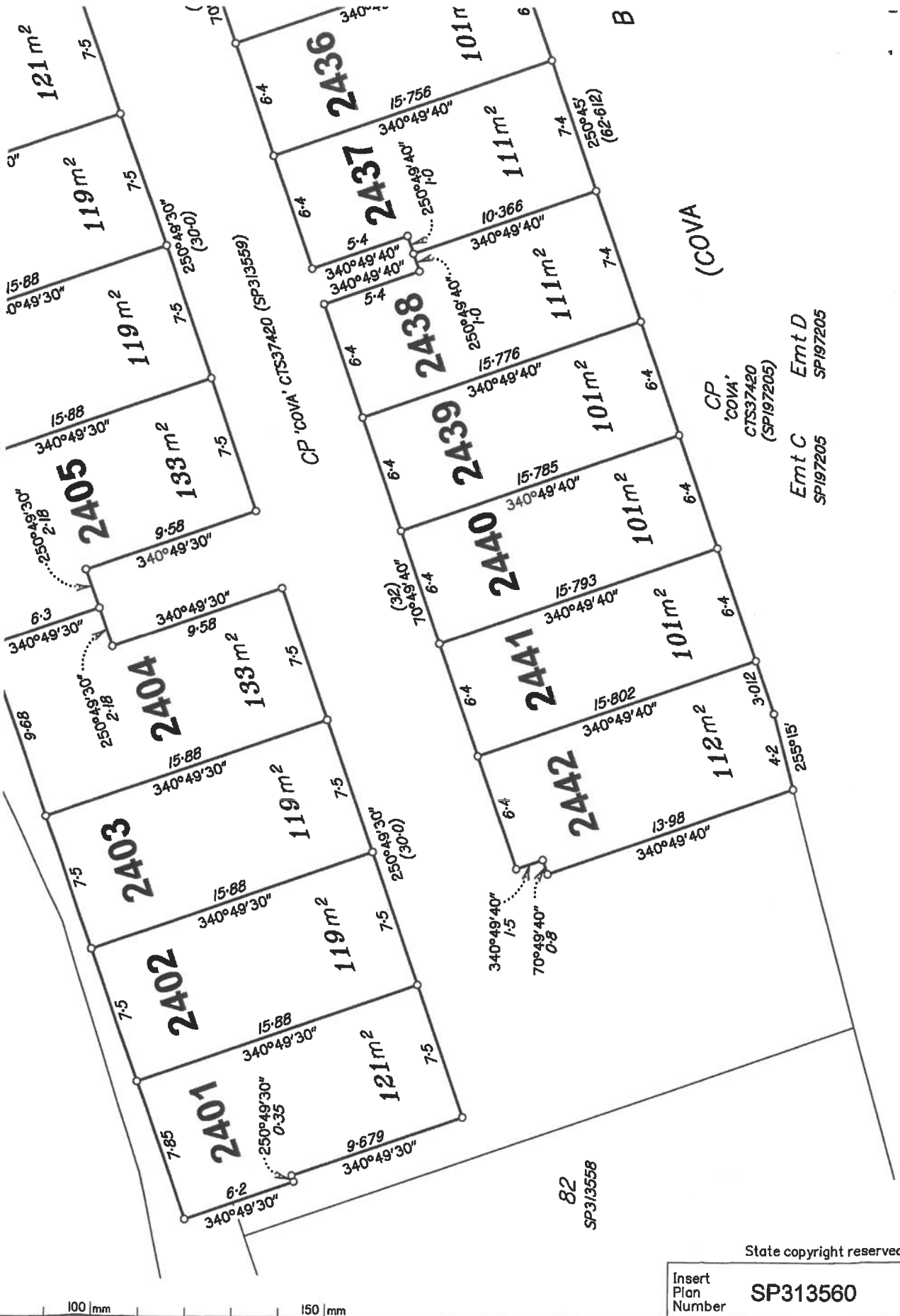
6. Existing	
Title Reference	Description

**SHEET 21
INTENTIONAL
BLANK**

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the :
%



State copyright reserved.

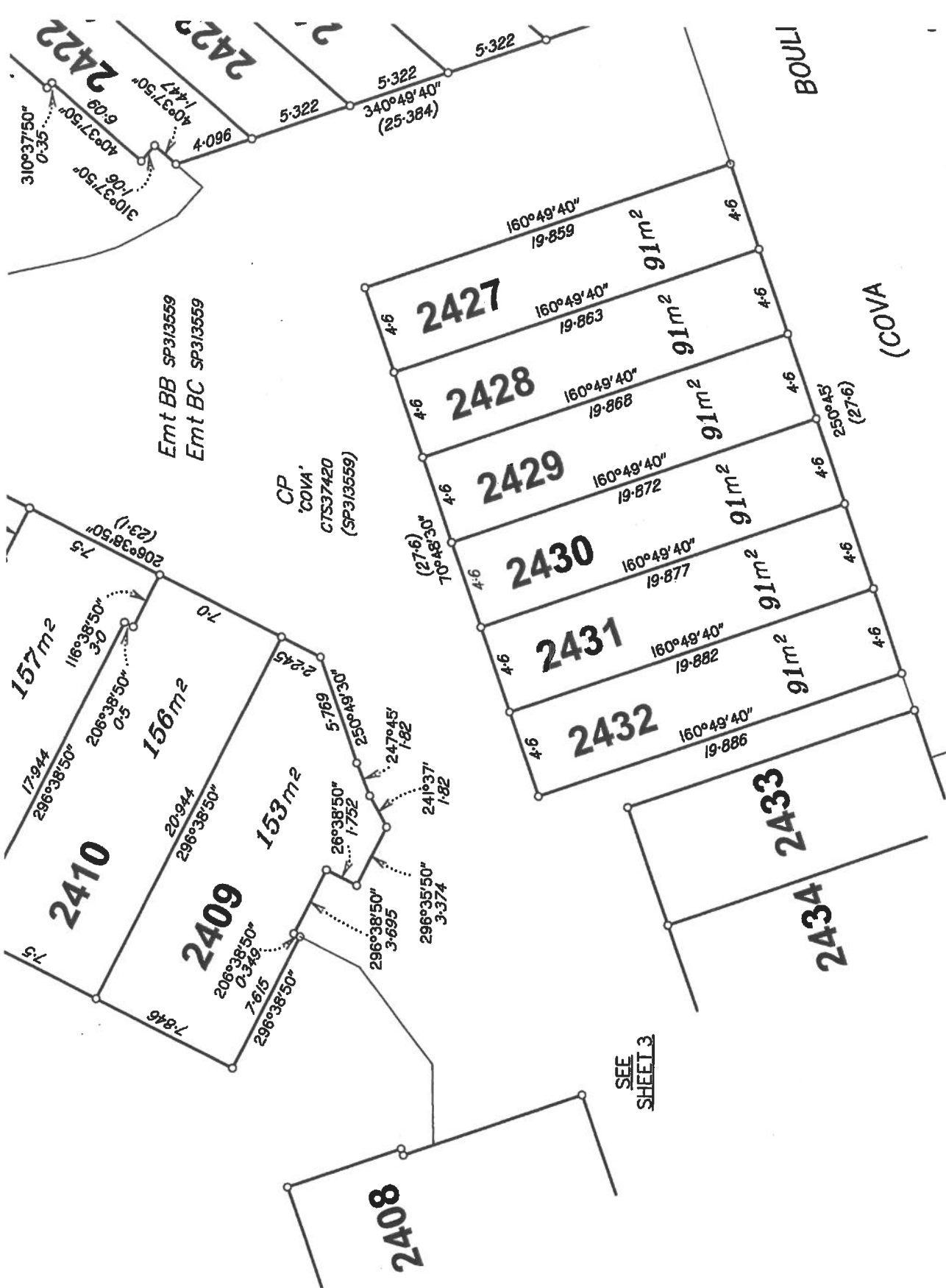
Insert Plan Number **SP313560**

Bennett + Bennett 03245_444_CON.DWG BRJ 06/08/2019

82
SP313558

CP 'COVA' CTS37420 (SP313559)
CP 'COVA' CTS37420 (SP197205)
Emt C SP197205
Emt D SP197205

(COVA)



Emt BB SP313559
Emt BC SP313559

CP
'COVA'
CTS37420
(SP313559)

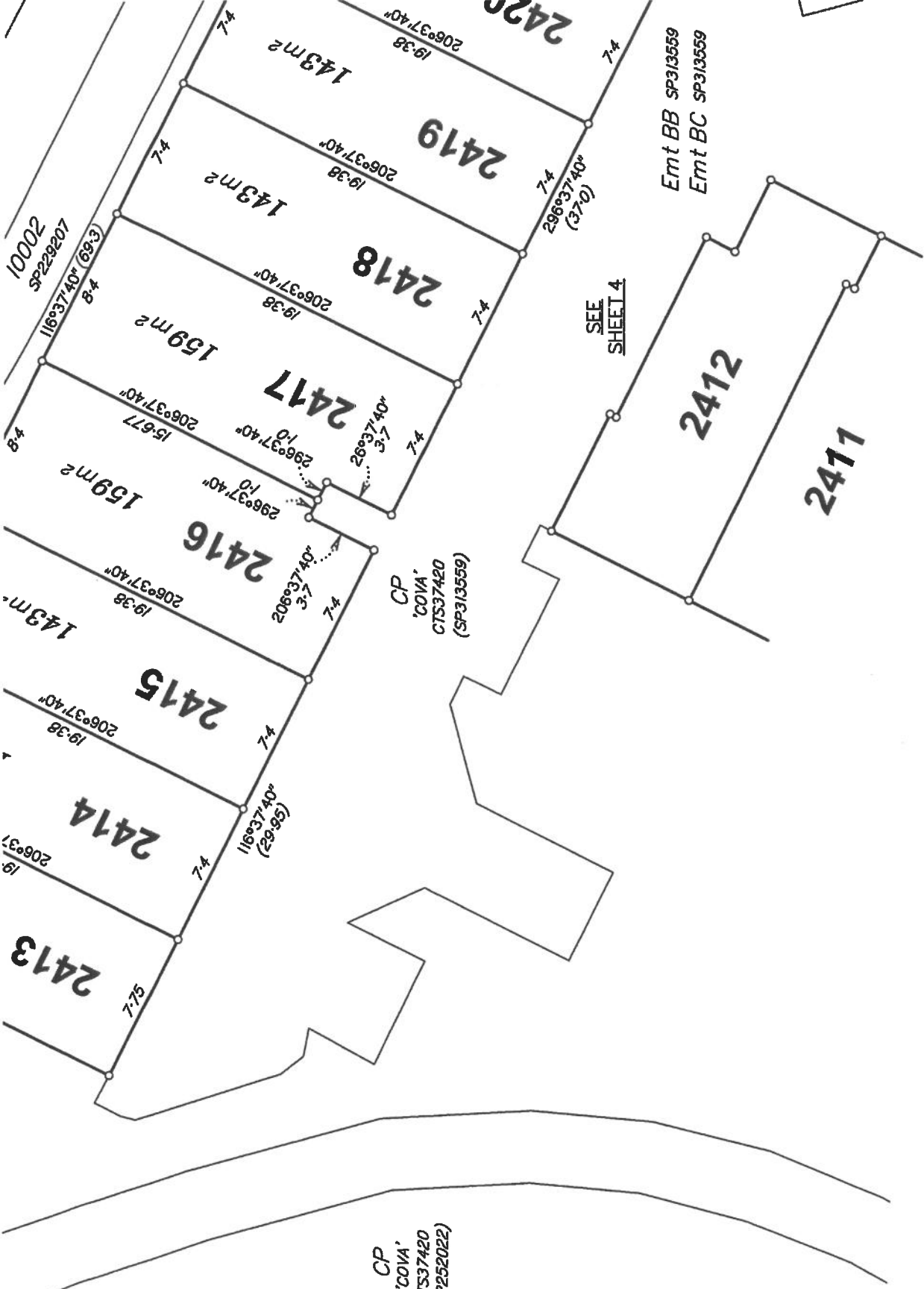
BOULI
(COVA)

SEE
SHEET 3

State copyright reserved.

Insert
Plan
Number
SP313560





100 mm | 150 mm

CP
'COVA'
CTS37420
(SP252022)

CP
'COVA'
CTS37420
(SP313559)

SEE
SHEET 4

Emt BB SP313559
Emt BC SP313559

State copyright reserved.

Insert
Plan
Number
SP313560

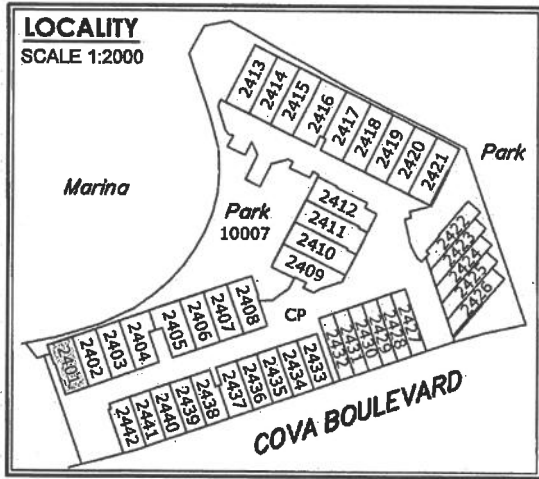
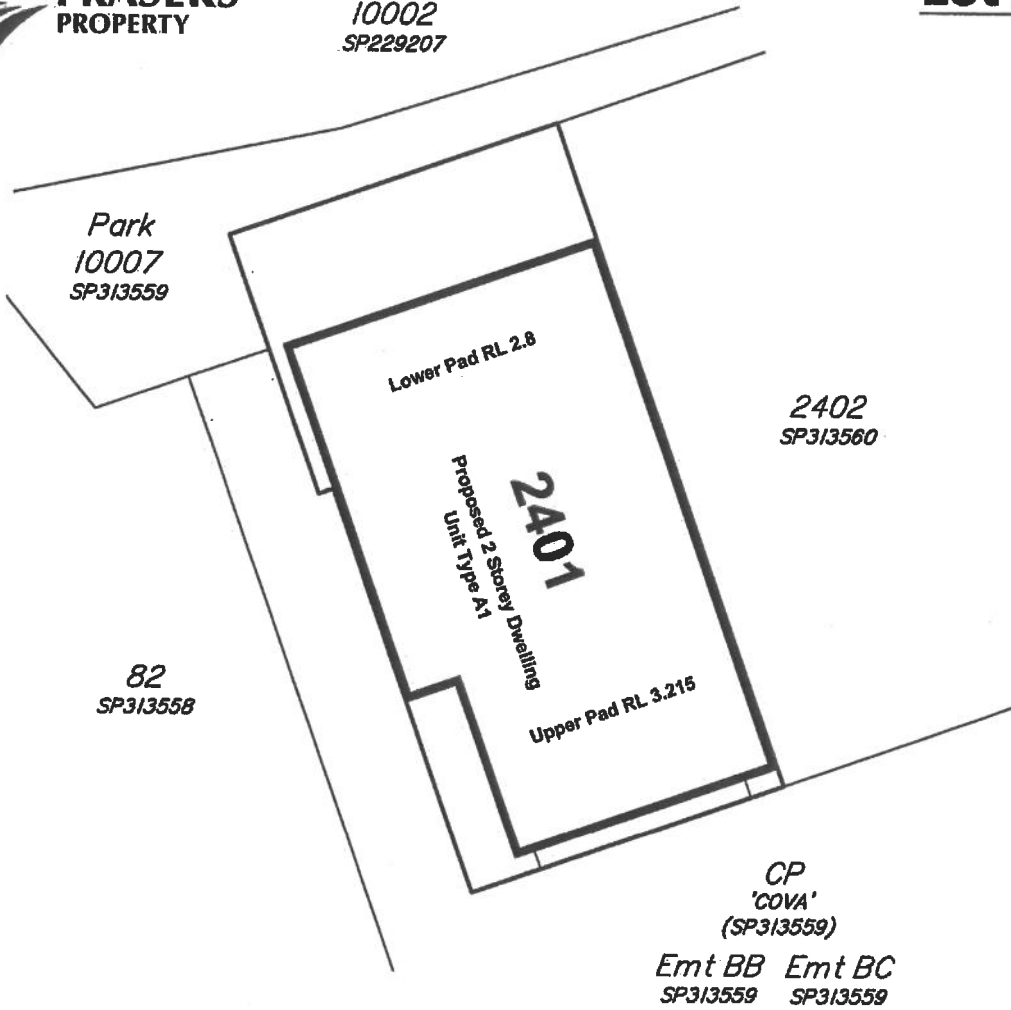
Bennett + Bennett 03245_444_CON.DWG BRJ 06/08/2019



**FRASERS
PROPERTY**

10002
SP229207

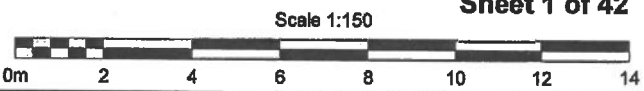
Lot 2401



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BR.J)



Sheet 1 of 42

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PO Box 5021, GCMC QLD 9726
Ph: (07) 5631 8000
mail@bennettandbennett.com.au

Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title: **Disclosure Plan for
Lot 2401 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

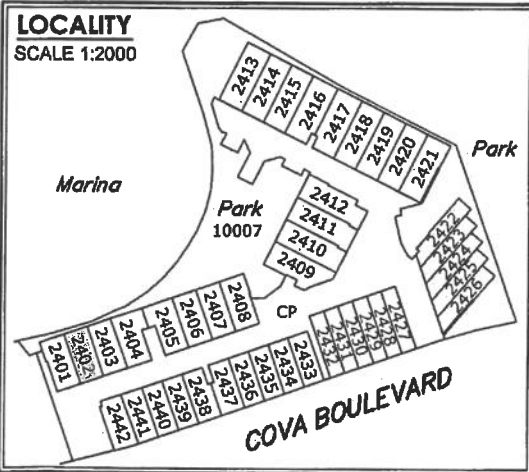
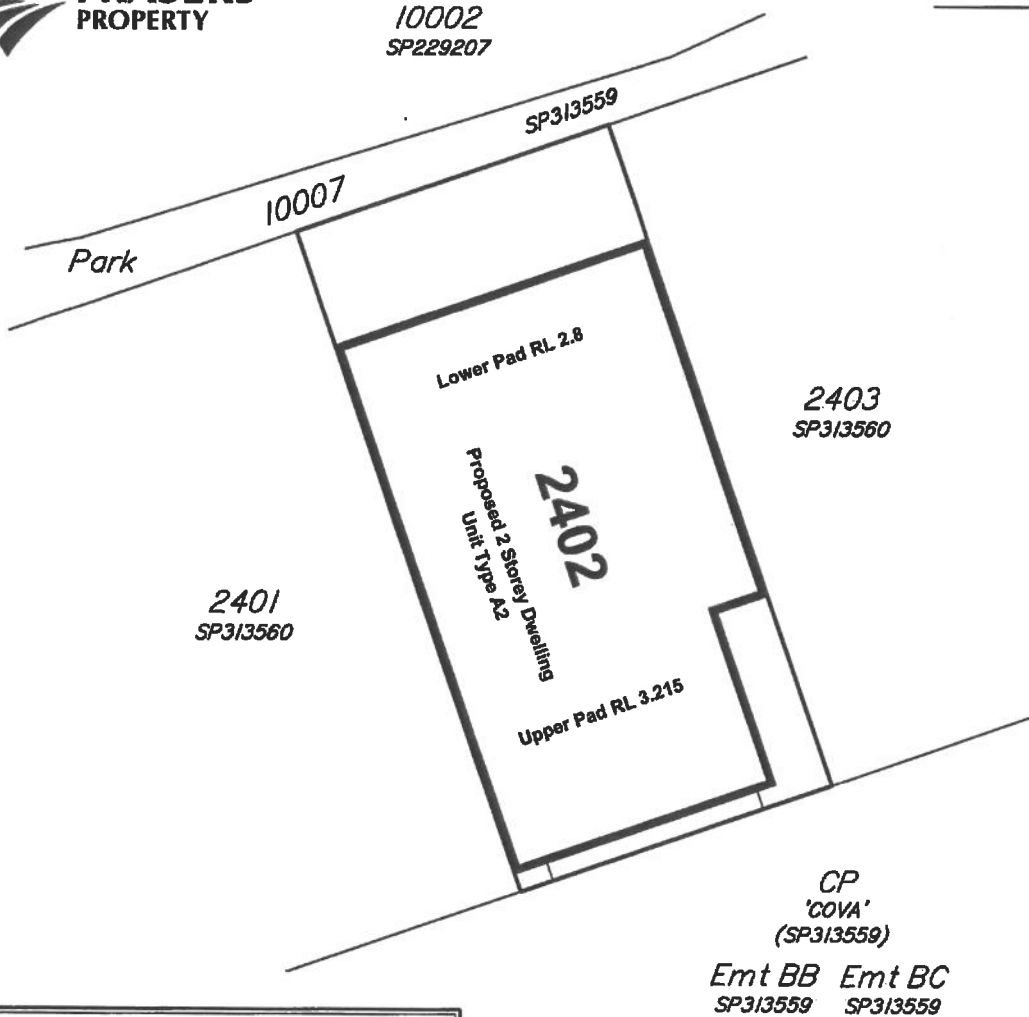
A4



**FRASERS
PROPERTY**

Lot 2402

10002
SP229207



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme:
"Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)

Sheet 2 of 42

Scale 1:150



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Surveying, Town Planning & Spatial Services
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www.bennettandbennett.com.au

Title: **Disclosure Plan for
Lot 2402 on SP313560
"COVA" Hope Island - Stage 24**

Client: **FRASERS AUSTRALIA**

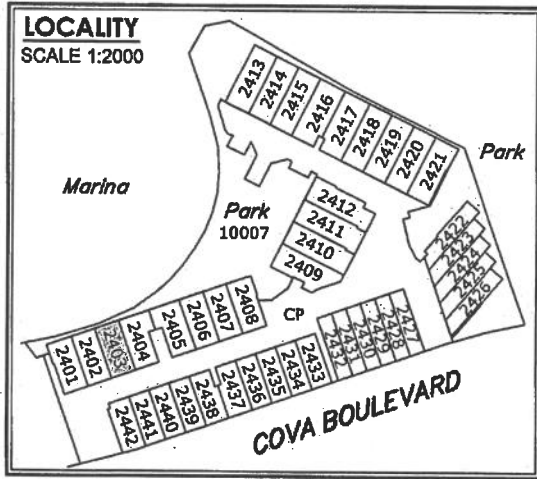
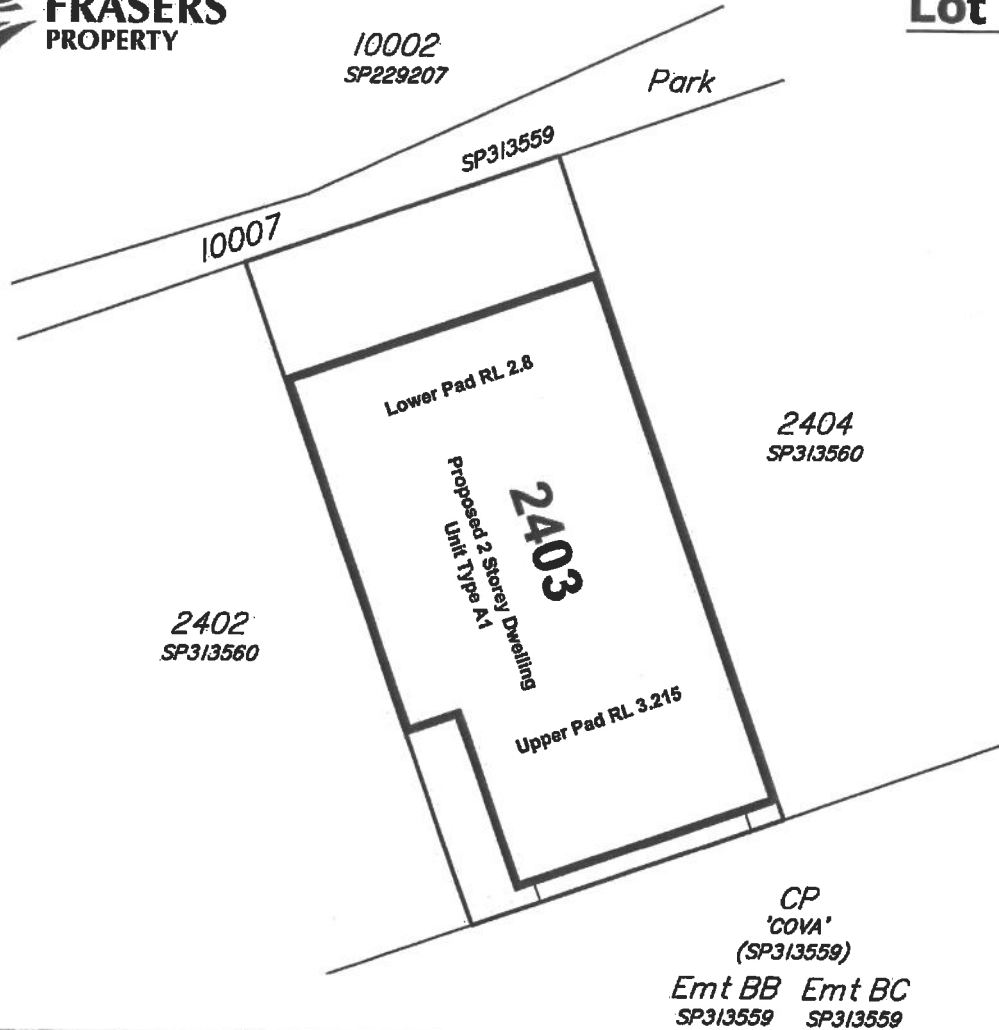
Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.



**FRASERS
PROPERTY**

Lot 2403



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot-particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BR.J)



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www.bennettandbennett.com.au

Title: **Disclosure Plan for
Lot 2403 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

A4

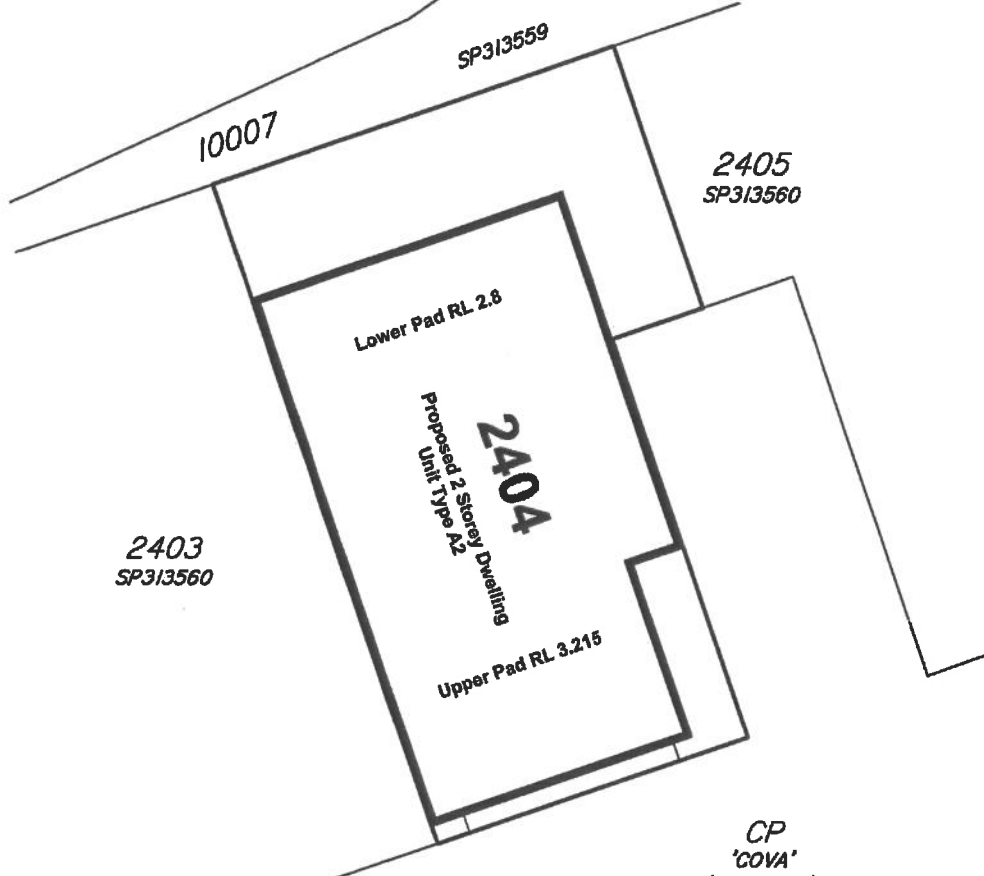


**FRASERS
PROPERTY**

10002
SP229207

Park

Lot 2404



2403
SP313560

2405
SP313560

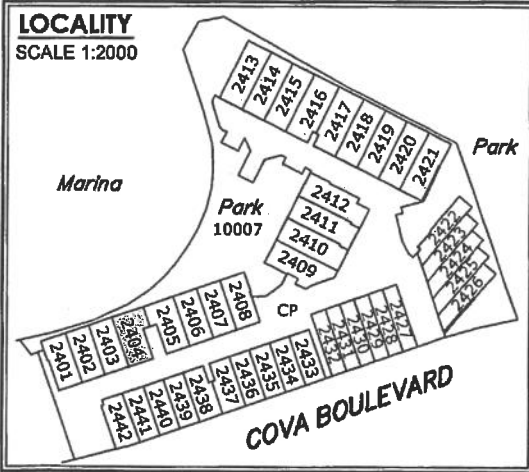
Lower Pad RL 2.8

Proposed 2 Storey Dwelling
Unit Type A2
2404

Upper Pad RL 3.215

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Wide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)

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Scale 1:150



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Title: **Disclosure Plan for
Lot 2404 on SP313560
"COVA" Hope Island - Stage 24**

Client: **FRASERS AUSTRALIA**

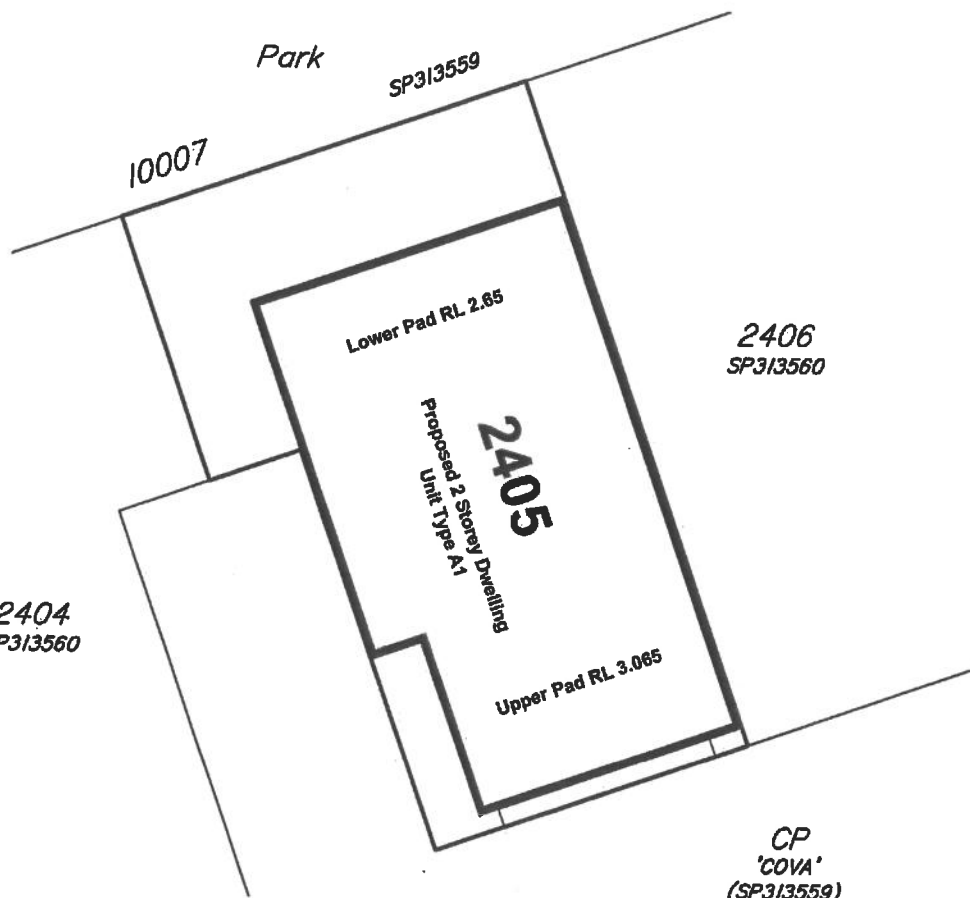
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.



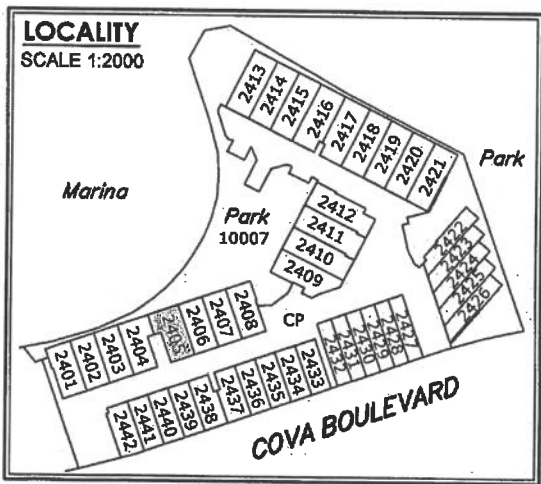
**FRASERS
PROPERTY**

Lot 2405



**CP
'COVA'
(SP313559)**

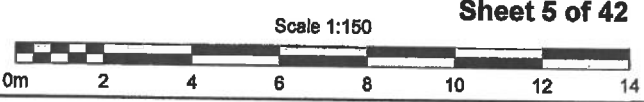
**Emt BB Emt BC
SP313559 SP313559**



NOTES:

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5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



Sheet 5 of 42

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Title: **Disclosure Plan for
 Lot 2405 on SP313560
 "COVA" Hope Island - Stage 24**

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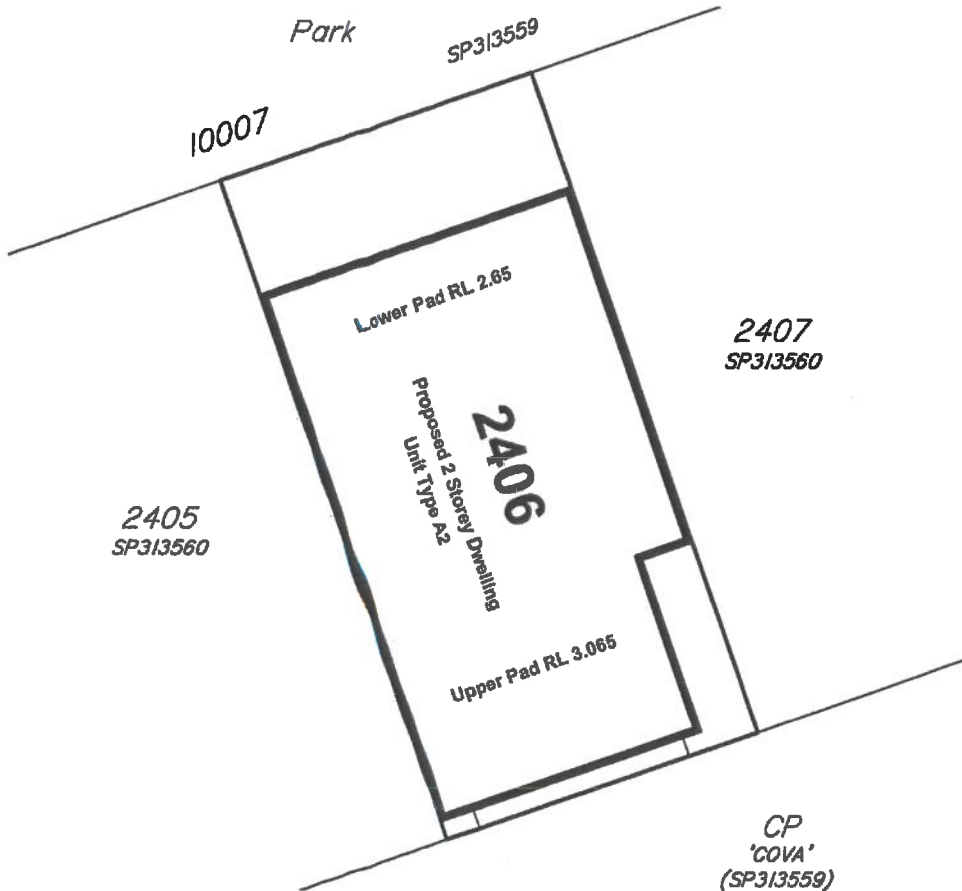
Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		

A4

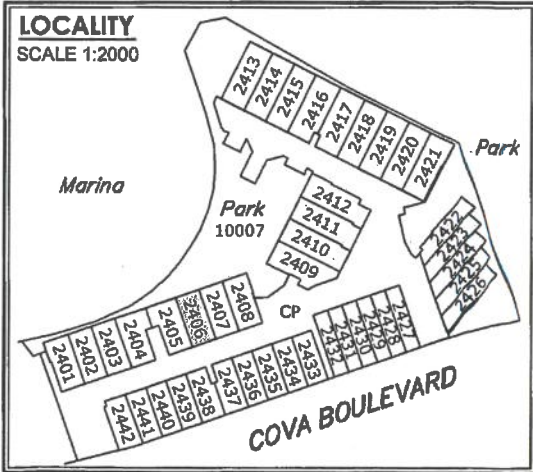


**FRASERS
PROPERTY**

Lot 2406



CP
'COVA'
(SP313559)
Emt BB Emt BC
SP313559 SP313559



NOTES:

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6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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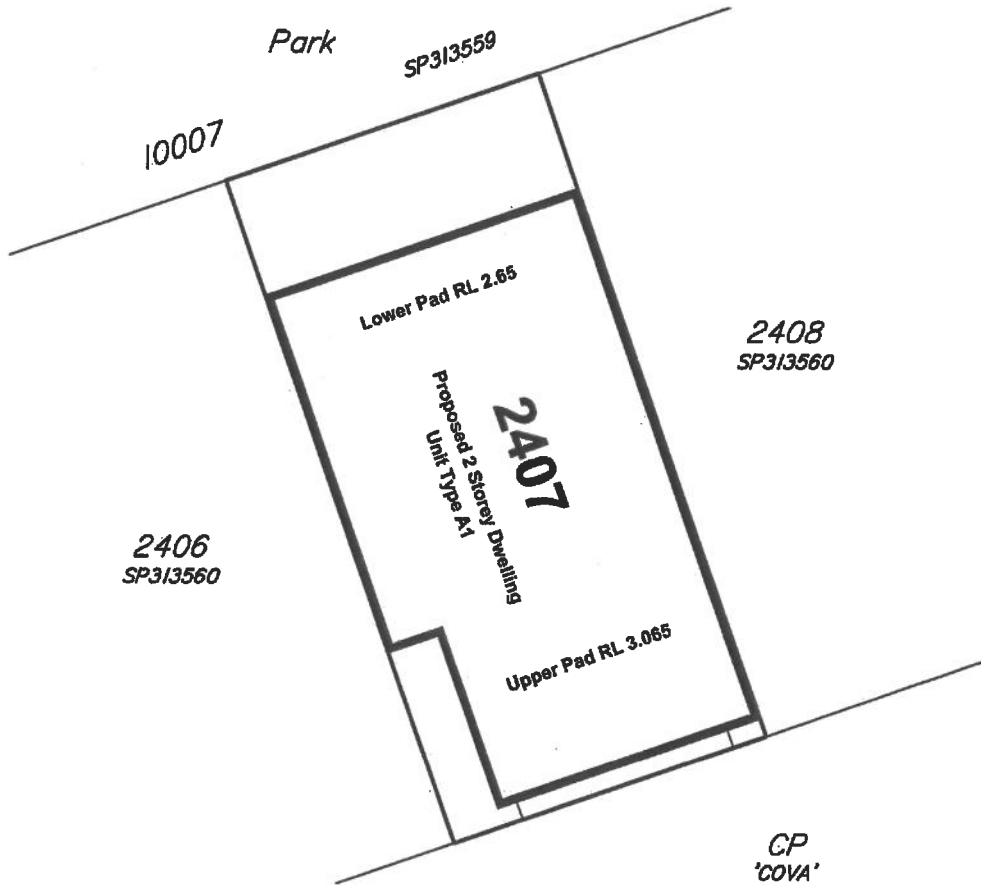
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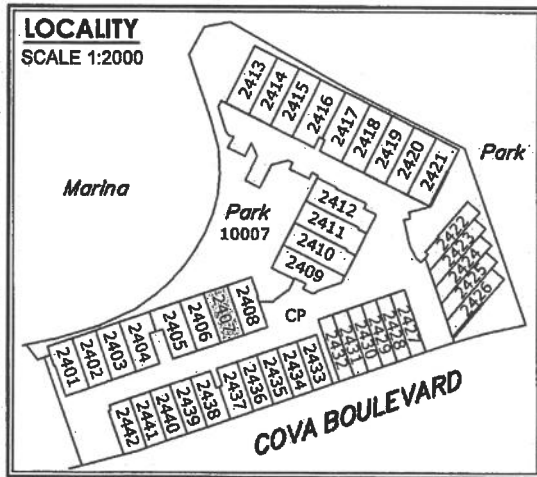
Title: **Disclosure Plan for
 Lot 2406 on SP313560
 "COVA" Hope Island - Stage 24**

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Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		



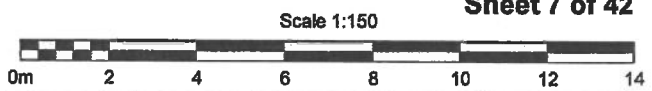
CP
'COVA'
(SP313559)
Emt BB Emt BC
SP313559 SP313559



NOTES:

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2. Community Titles Scheme: "Cova Central Residences" CTS 52381
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6. MCU/ROI Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



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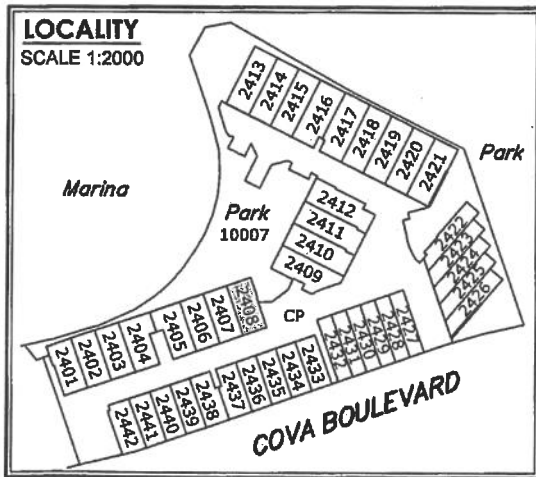
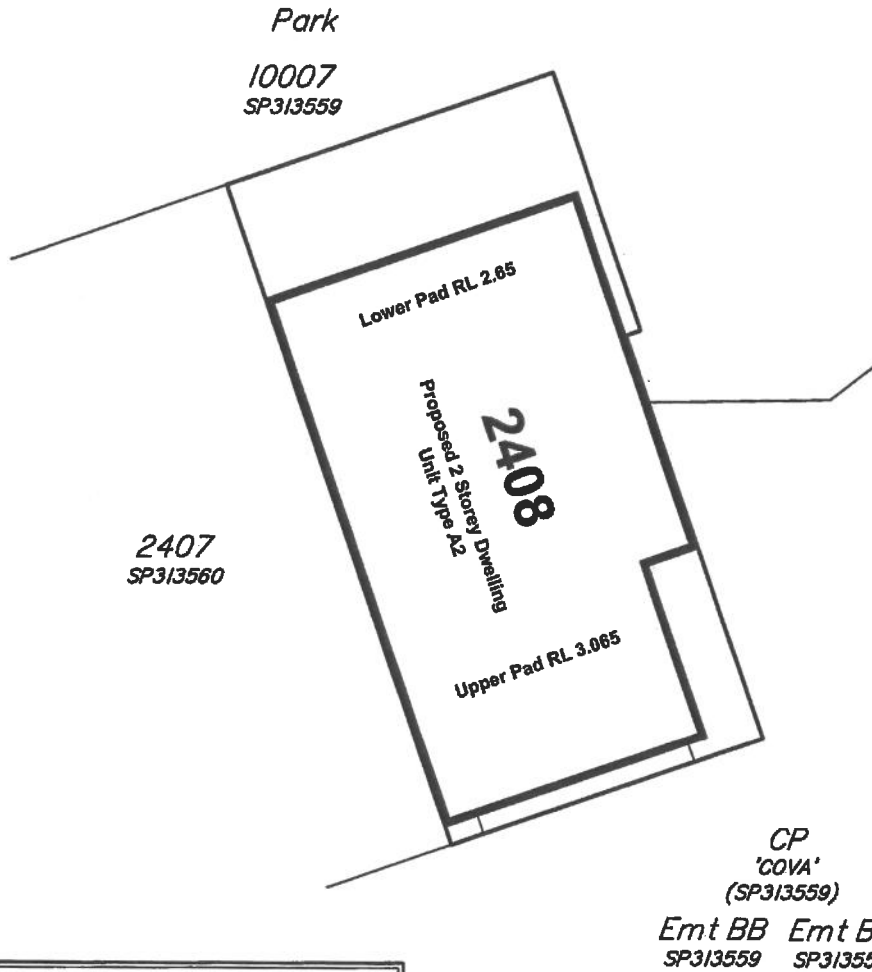
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Title: **Disclosure Plan for Lot 2407 on SP313560 "COVA" Hope Island - Stage 24**

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Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		



NOTES:

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2. Community Titles Scheme:
"Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD), (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Scale 1:150 **Sheet 8 of 42**



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Title: **Disclosure Plan for
Lot 2408 on SP313560
"COVA" Hope Island - Stage 24**

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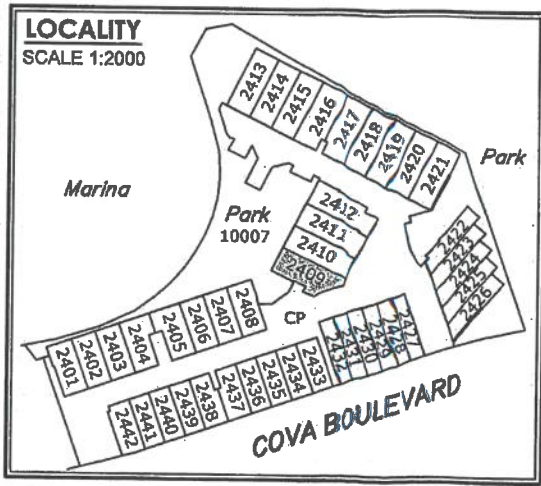
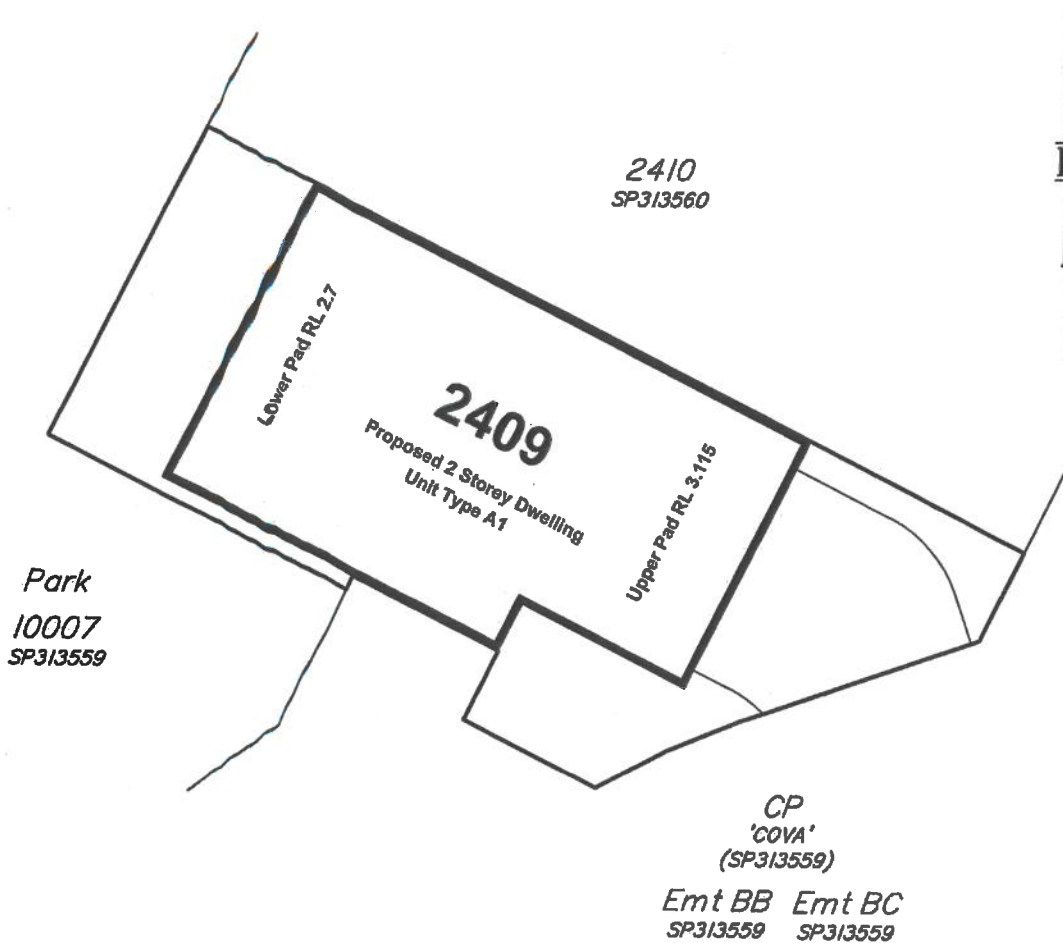
Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed by:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



**FRASERS
PROPERTY**

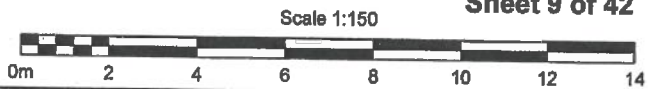
Lot 2409



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
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6. MCI/ROL Approval GCCC COM/2018/6 20th June 2019.
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Title: **Disclosure Plan for
Lot 2409 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

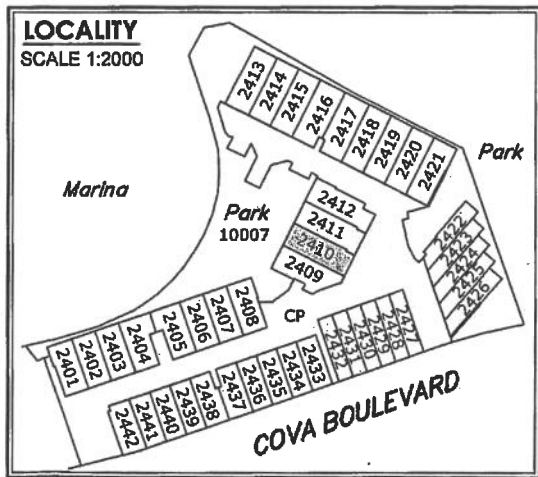
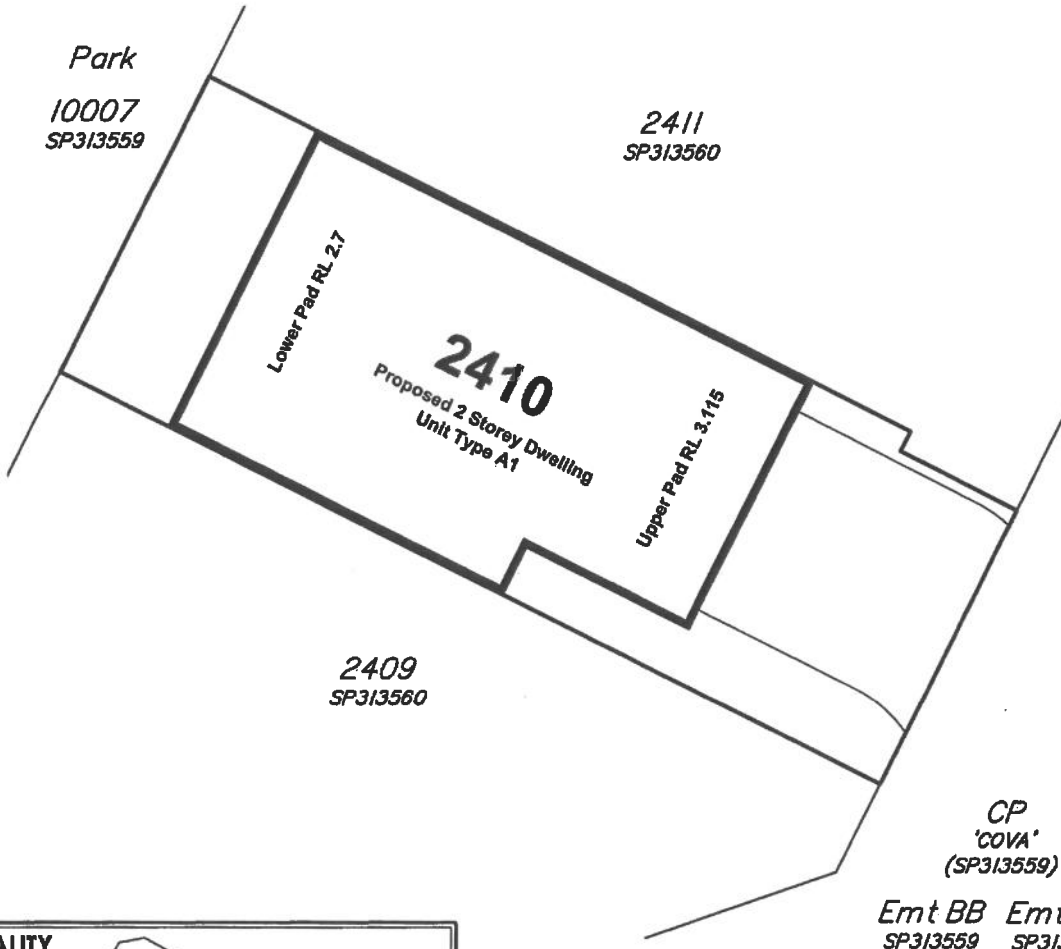
Locality:	HOPE ISLAND	Prepared By:	BRJ
Local Gov:	GCCC	Approved:	SWM
Surveyed By:		Scale:	1:150
Date Created:	9/08/2019	Comp File:	03245.project
Plan No:	03245_447_DIS		

A4



**FRASERS
PROPERTY**

Lot 2410



NOTES:

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2. Community Titles Scheme: "Cova Central Residences" CTS 52381
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7. Meridian: Vide SP267339.

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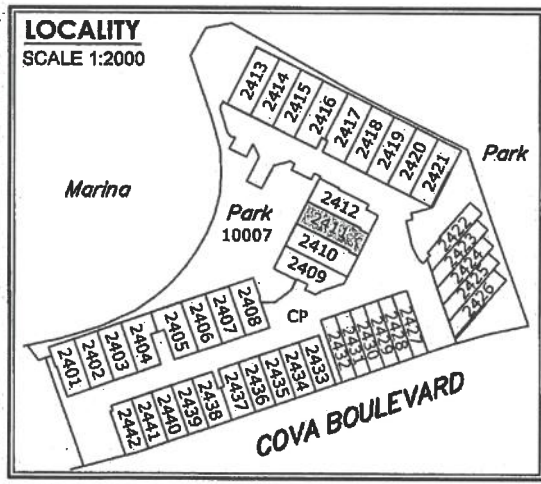
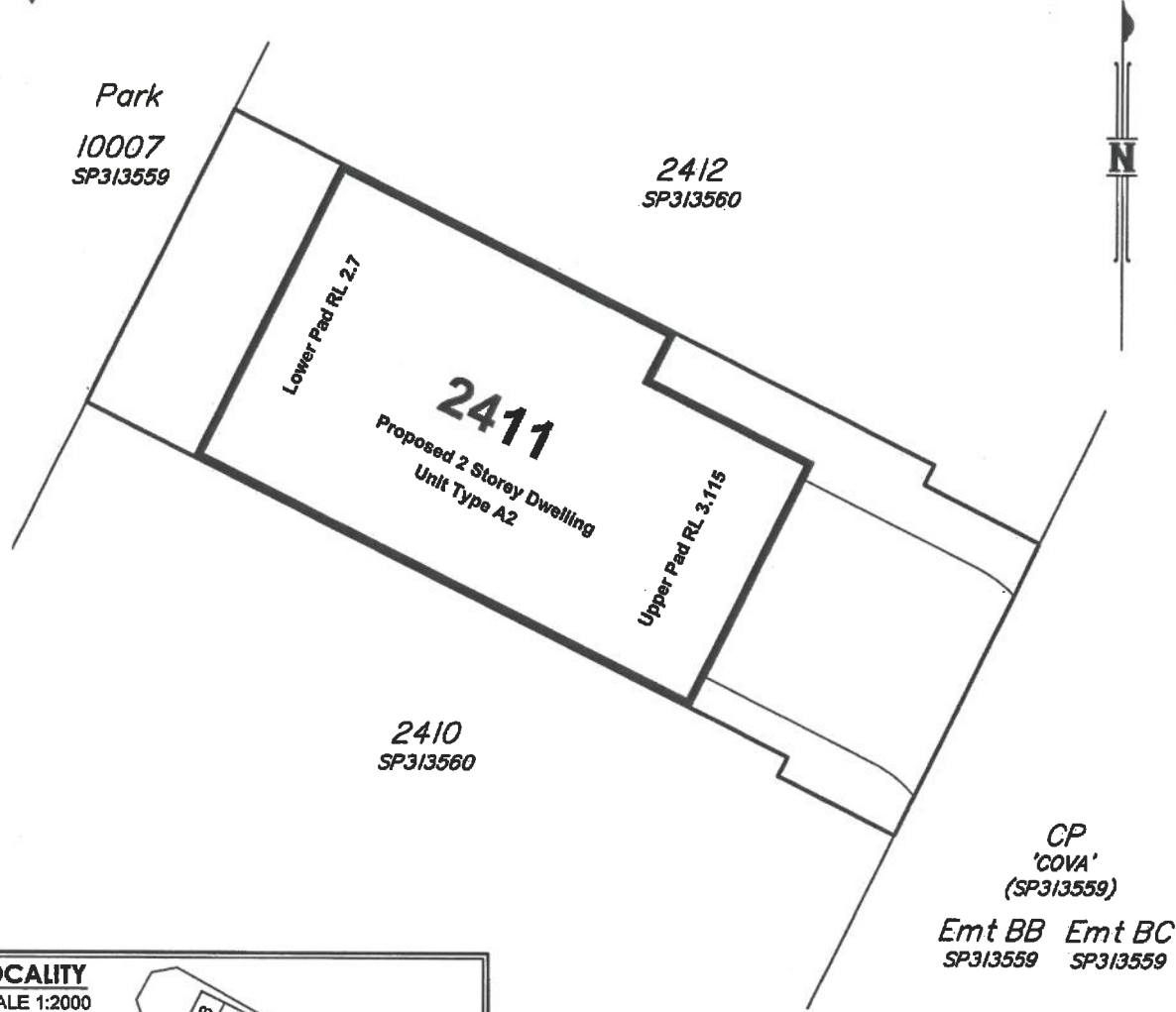
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Title: **Disclosure Plan for
Lot 2410 on SP313560
"COVA" Hope Island - Stage 24**

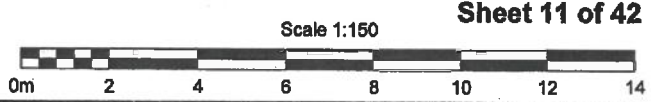
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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



- NOTES:
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 7. Meridian: Vide SP267339.
- Revision A - Original Plan Issue 21/8/2019 (BRJ)

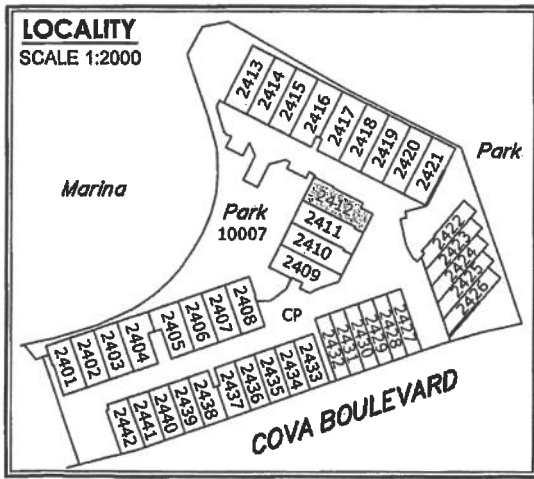
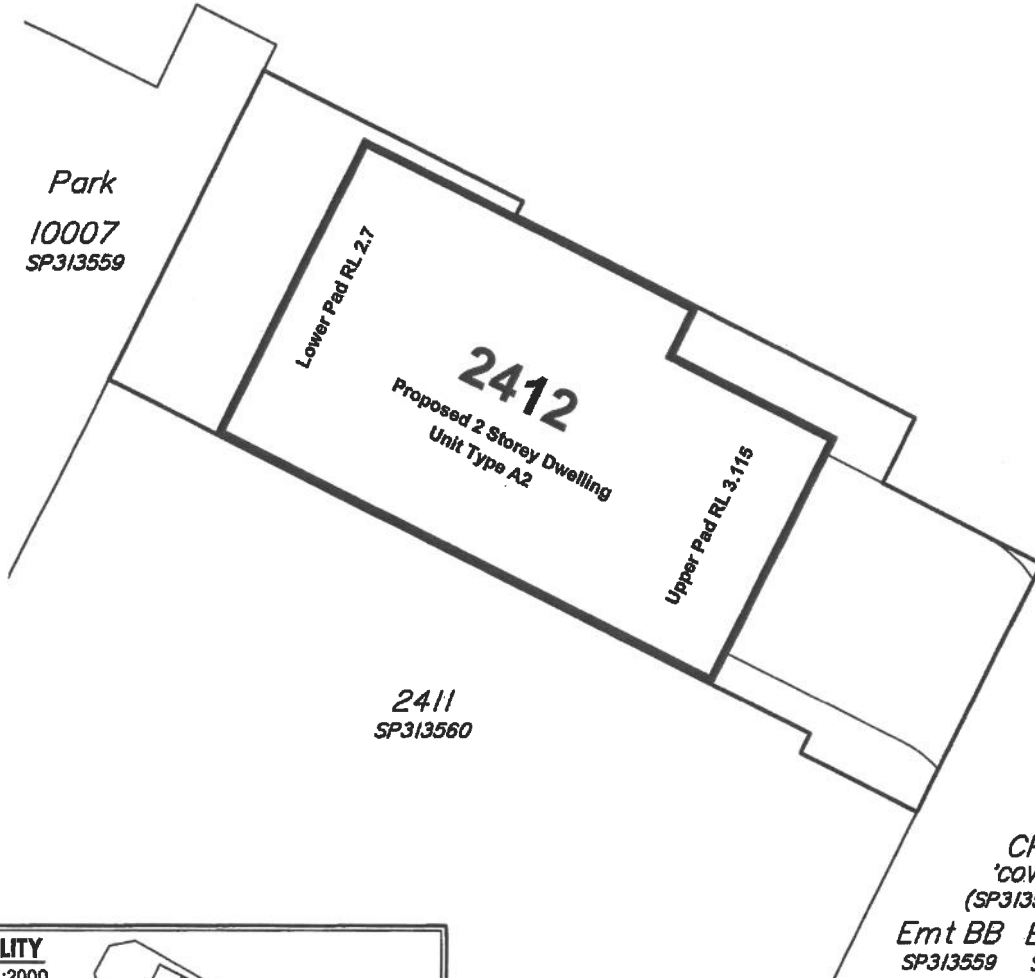


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Title: **Disclosure Plan for Lot 2411 on SP313560**
 "COVA" Hope Island - Stage 24

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Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		



NOTES:

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7. Meridian: Vide SP267339.

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Scale 1:150

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**FRASERS
PROPERTY**

Lot 2413

Park
10007
SP313559

Lower Pad RL 2.55

2413

Proposed 2 Storey Dwelling
Unit Type B

2414
SP313560

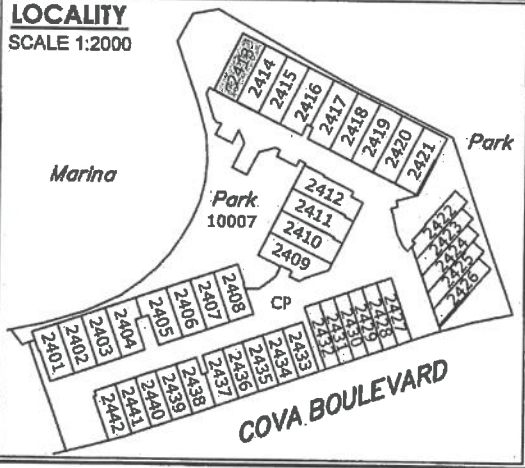
Upper Pad RL 2.965

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559



LOCALITY
SCALE 1:2000



NOTES:

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Revision A - Original Plan Issue 21/8/2019 (BRJ)

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Title: **Disclosure Plan for
Lot 2413 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

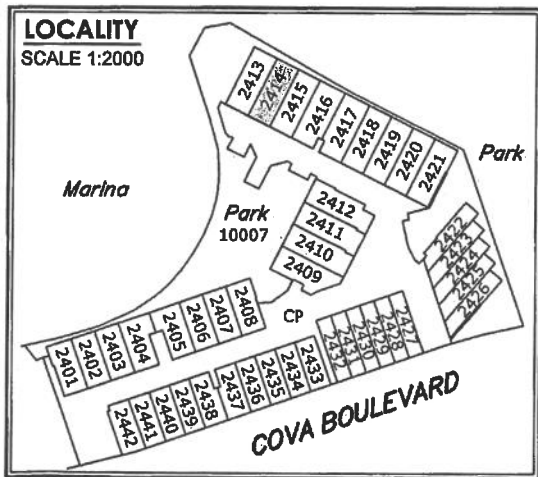
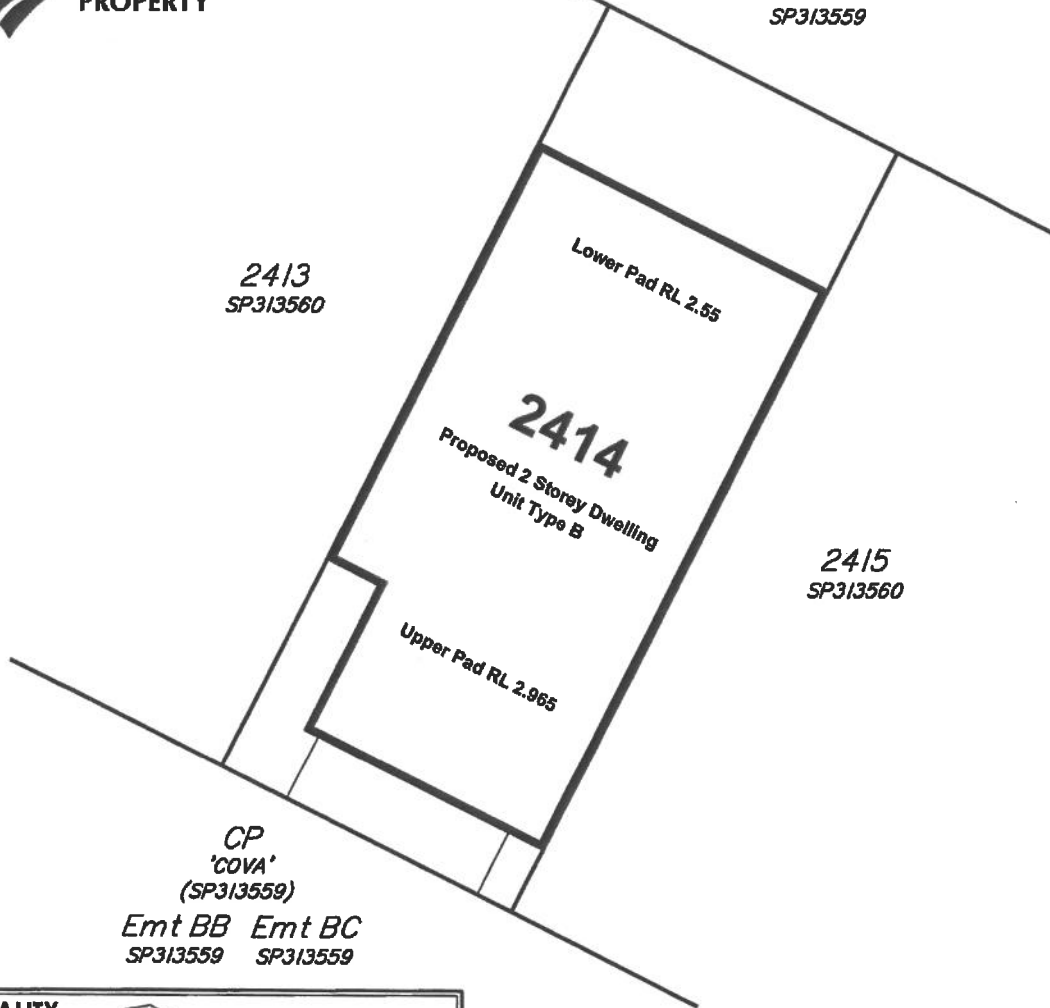
A4



**FRASERS
PROPERTY**

Park
10007
SP313559

Lot 2414



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
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7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)

Scale 1:150

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Title: **Disclosure Plan for
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"COVA" Hope Island - Stage 24**

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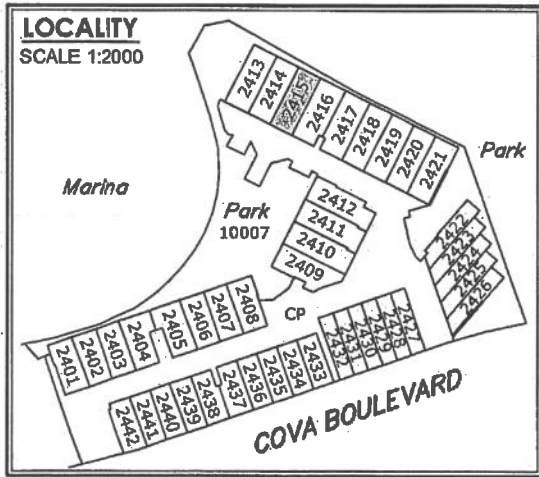
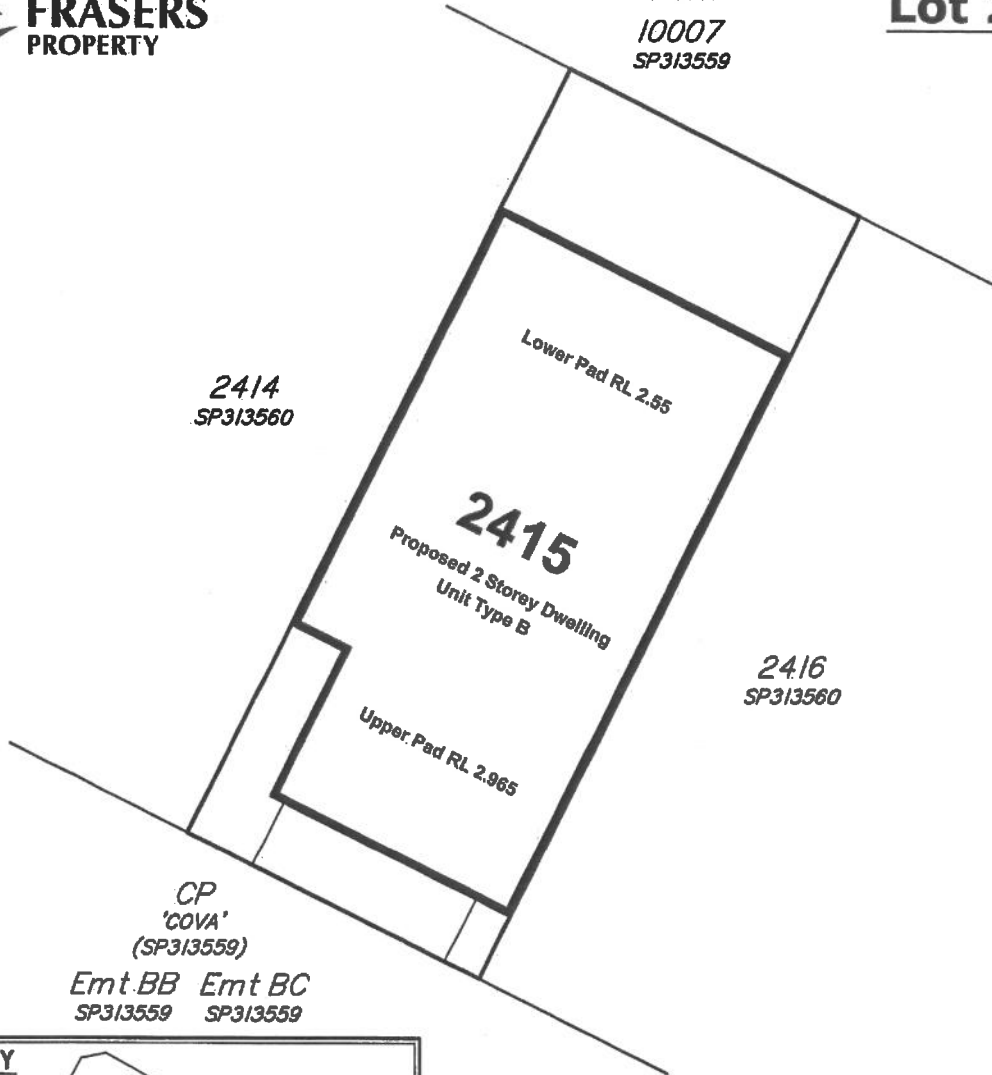
Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



Park
10007
SP313559

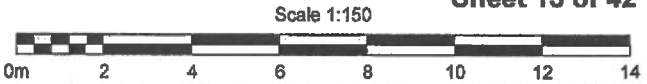
Lot 2415



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme:
"Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2415 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, area, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

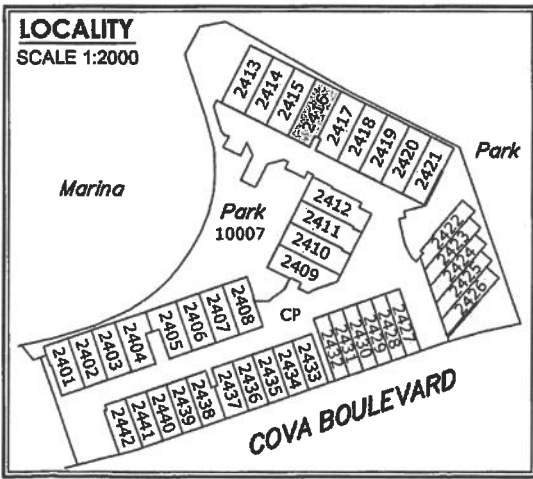
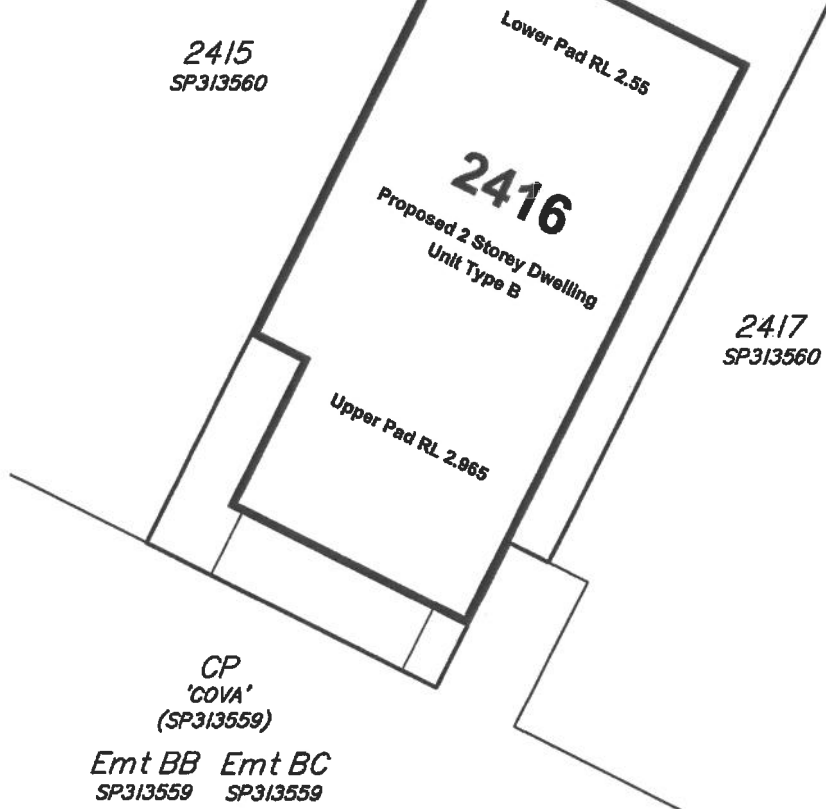
Locality:	HOPE ISLAND
Local Gov:	GCCC
Prepared By:	BRJ
Surveyed By:	Approved: SWM
Date Created:	9/08/2019
Scale:	1:150
Comp File:	03245.project
Plan No:	03245_447_DIS



**FRASERS
PROPERTY**

Park
10007
SP313559

Lot 2416



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2416 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.S.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



FRASERS
PROPERTY

Lot 2417

Park
10007
SP313559



2416
SP313560

Lower Pad RL 2.7

2417

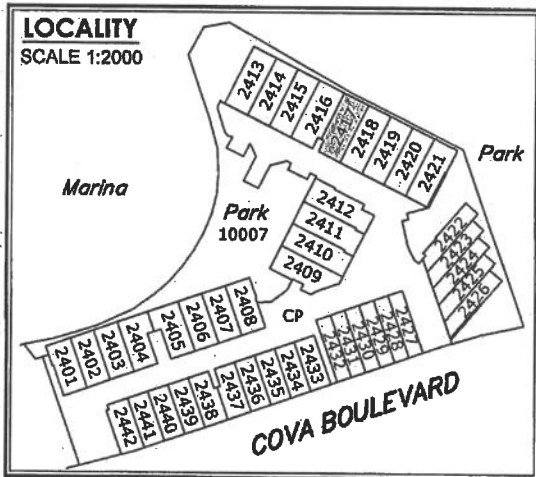
Proposed 2 Storey Dwelling
Unit Type B

2418
SP313560

Upper Pad RL 3.115

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme:
"Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2417 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

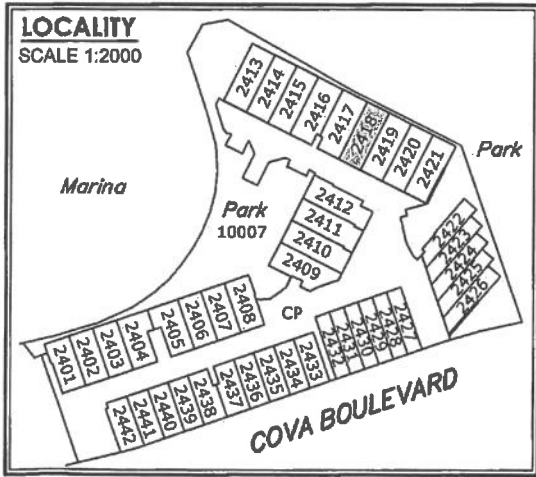
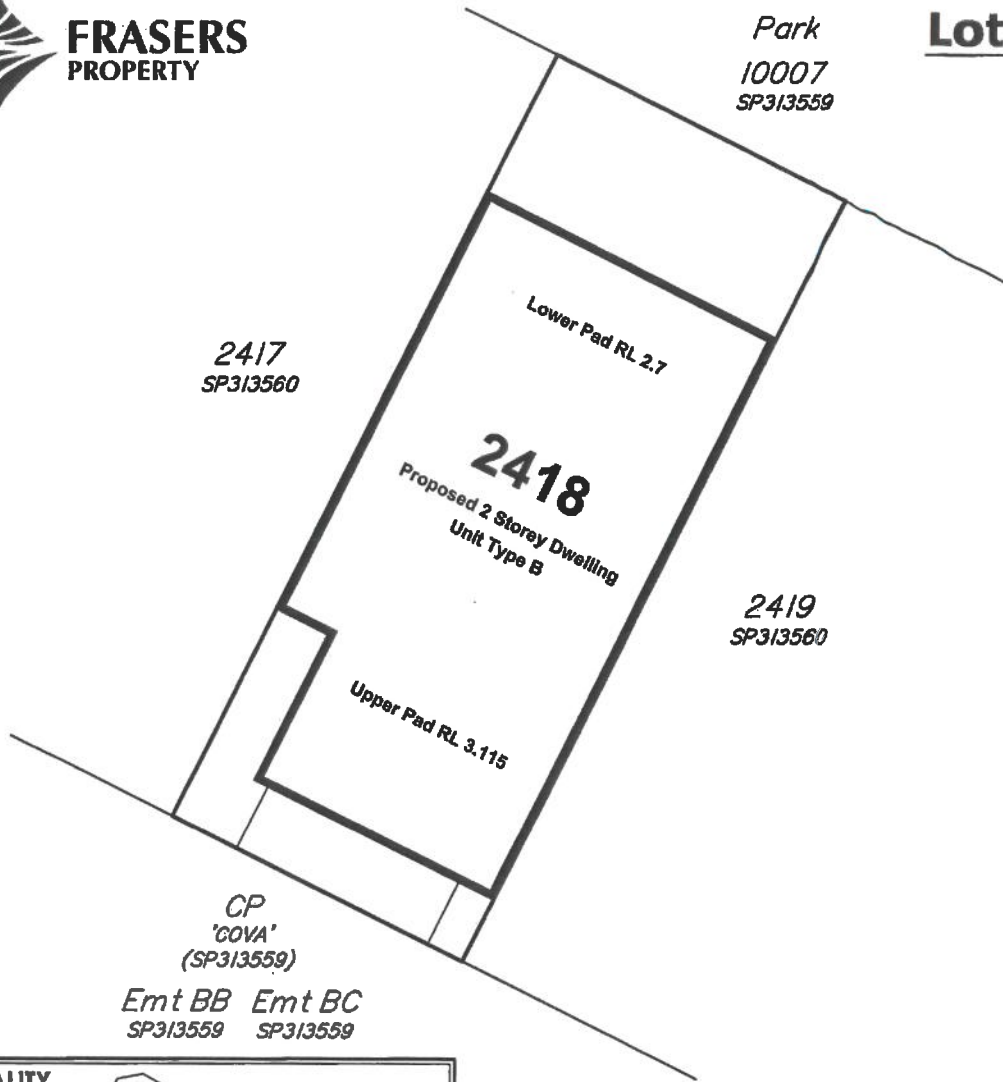
Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: .SWM	
Date Created:	9/08/2019	Scale: 1:160
Comp File:	03245.project	
Plan No:	03245_447_DIS	



**FRASERS
PROPERTY**

Park
10007
SP313559

Lot 2418



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme:
"Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rahe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2418 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:		Approved: SWM
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

A4



Lot 2419

Park
10007
SP313559



2418
SP313560

Lower Pad RL 2.7

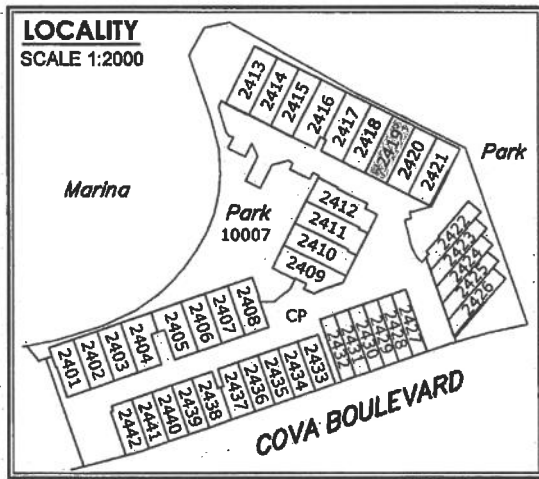
2419
Proposed 2 Storey Dwelling
Unit Type B

2420
SP313560

Upper Pad RL 3.115

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lawman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2419 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

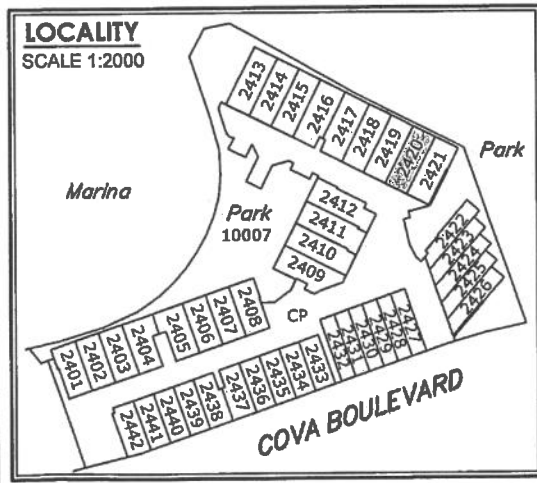
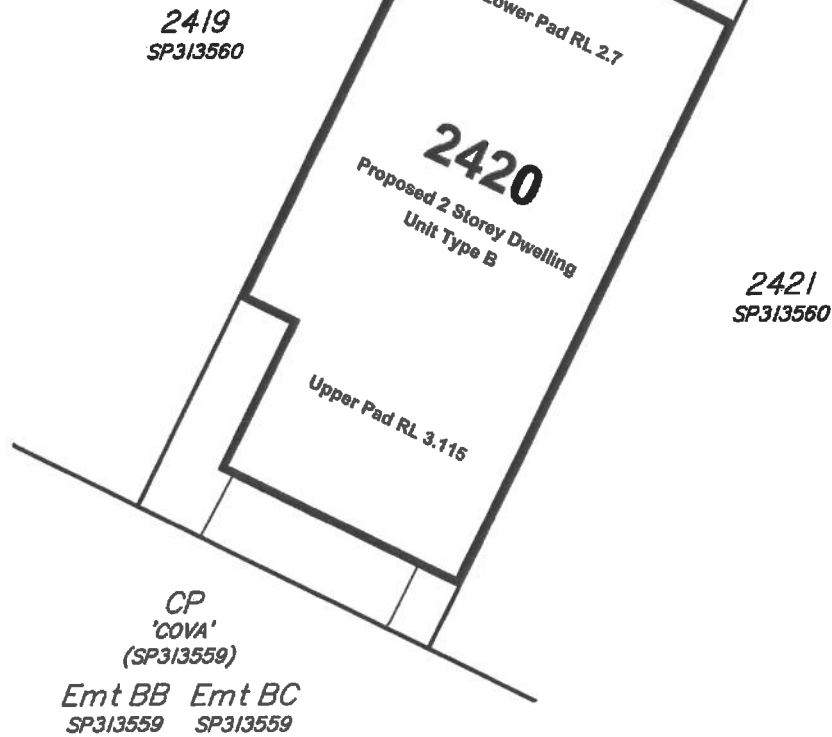
Locality:	HOPE ISLAND
Local Gov:	GCCC
Prepared By:	BRJ
Surveyed By:	Approved: SWM
Date Created:	9/08/2019
Scale:	1:150
Comp File:	03245.project
Plan No:	03245_447_DIS

A4



Park
10007
SP313559

Lot 2420



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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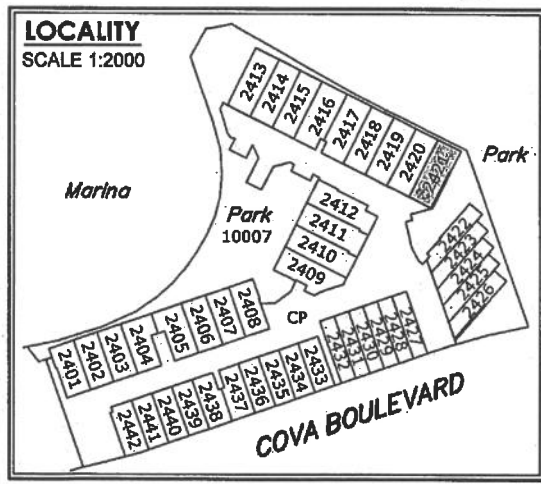
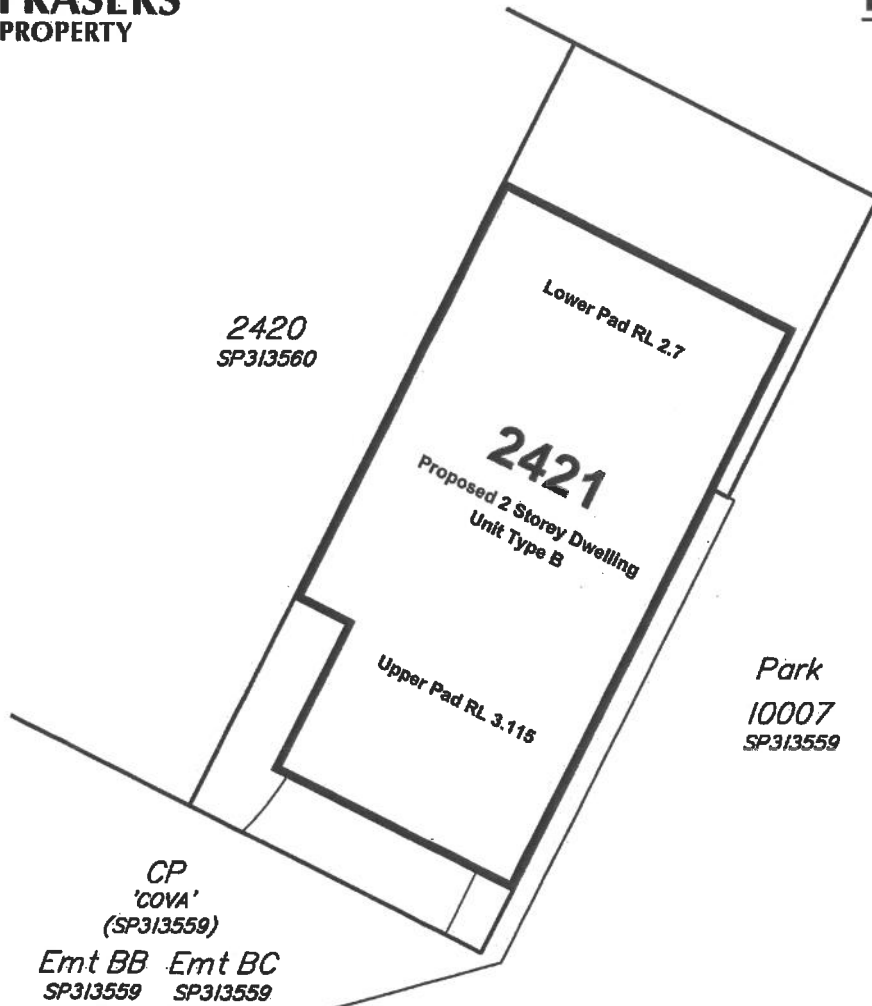
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Title: **Disclosure Plan for
Lot 2420 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

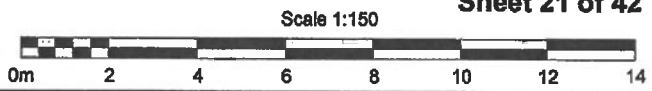
Locality:	HOPE ISLAND
Local Gov:	GCCC
Surveyed By:	Prepared By: BRJ
Date Created:	9/08/2019
Comp File:	03245.project
Plan No:	03245_447_DIS
Approved:	SWM
Scale:	1:150



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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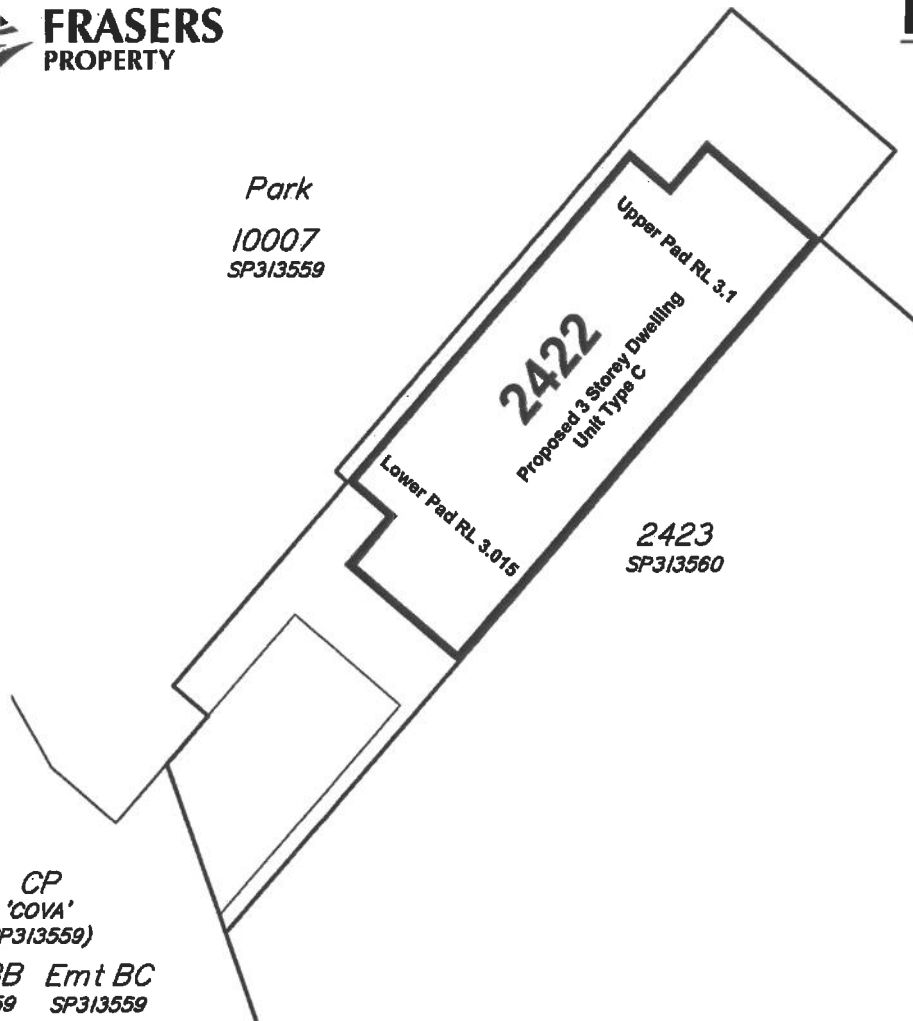
Surveying, Town Planning & Spatial Services
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Title: **Disclosure Plan for Lot 2421 on SP313560**
"COVA" Hope Island - Stage 24

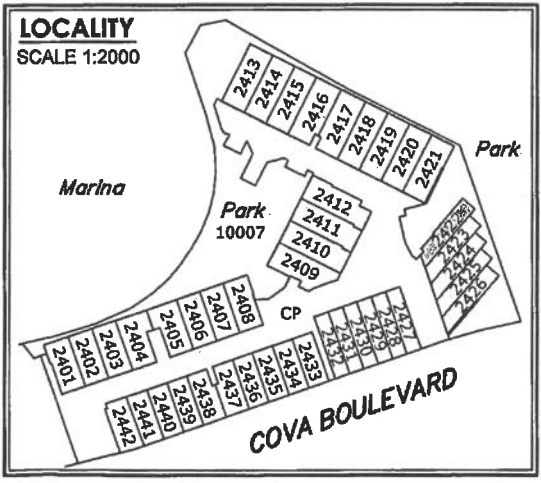
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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND
Local Gov:	GCCC
Prepared By:	BRJ
Surveyed By:	Approved: SWM
Date Created:	9/08/2019
Scale:	1:150
Comp File:	03245.project
Plan No:	03245_447_DIS



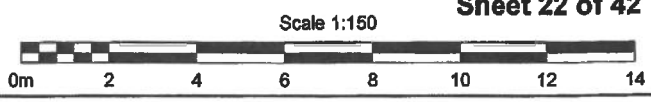
CP
'COVA'
(SP313559)
Emt BB Emt BC
SP313559 SP313559



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for Lot 2422 on SP313560 "COVA" Hope Island - Stage 24**

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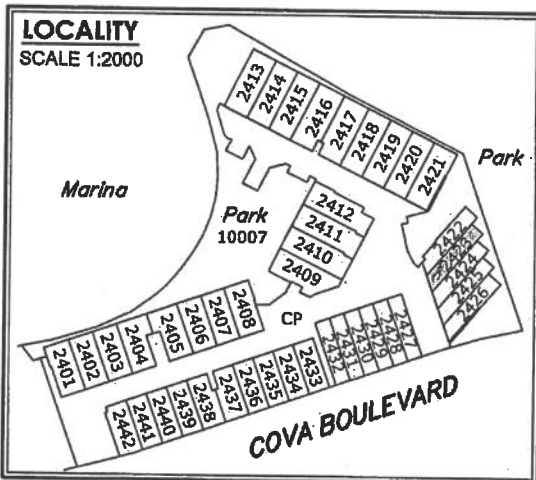
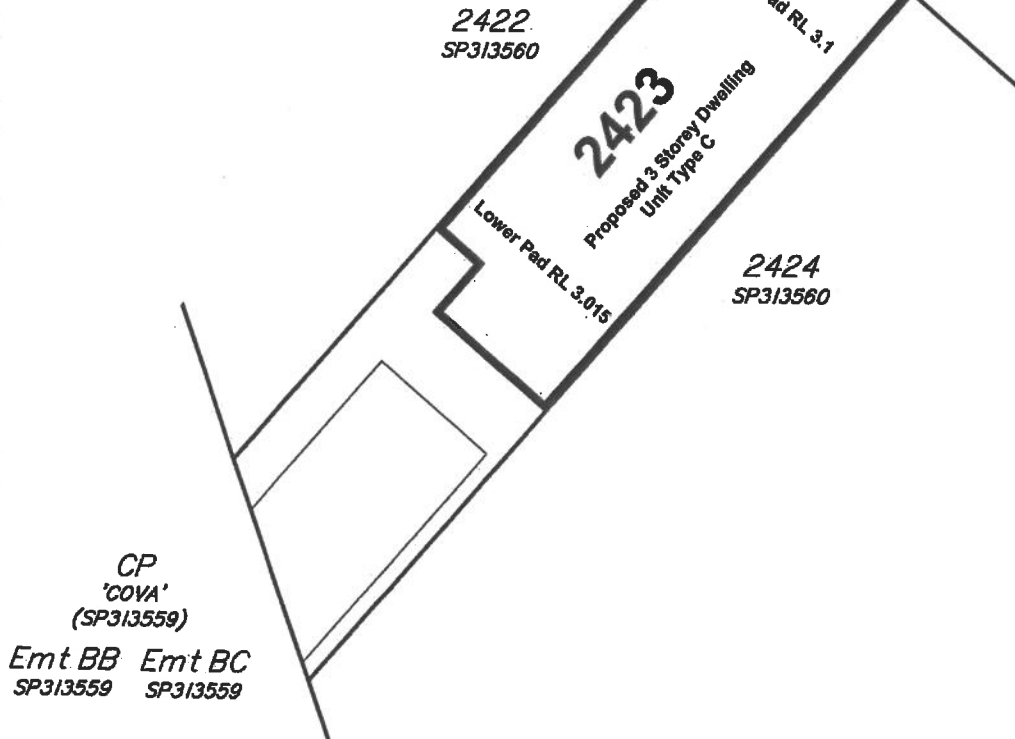
Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		



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Lot 2423

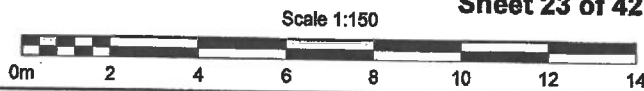
Park
10007
SP313559



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2423 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

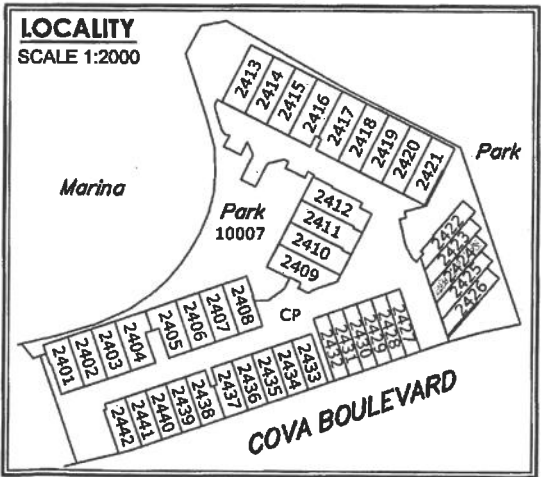
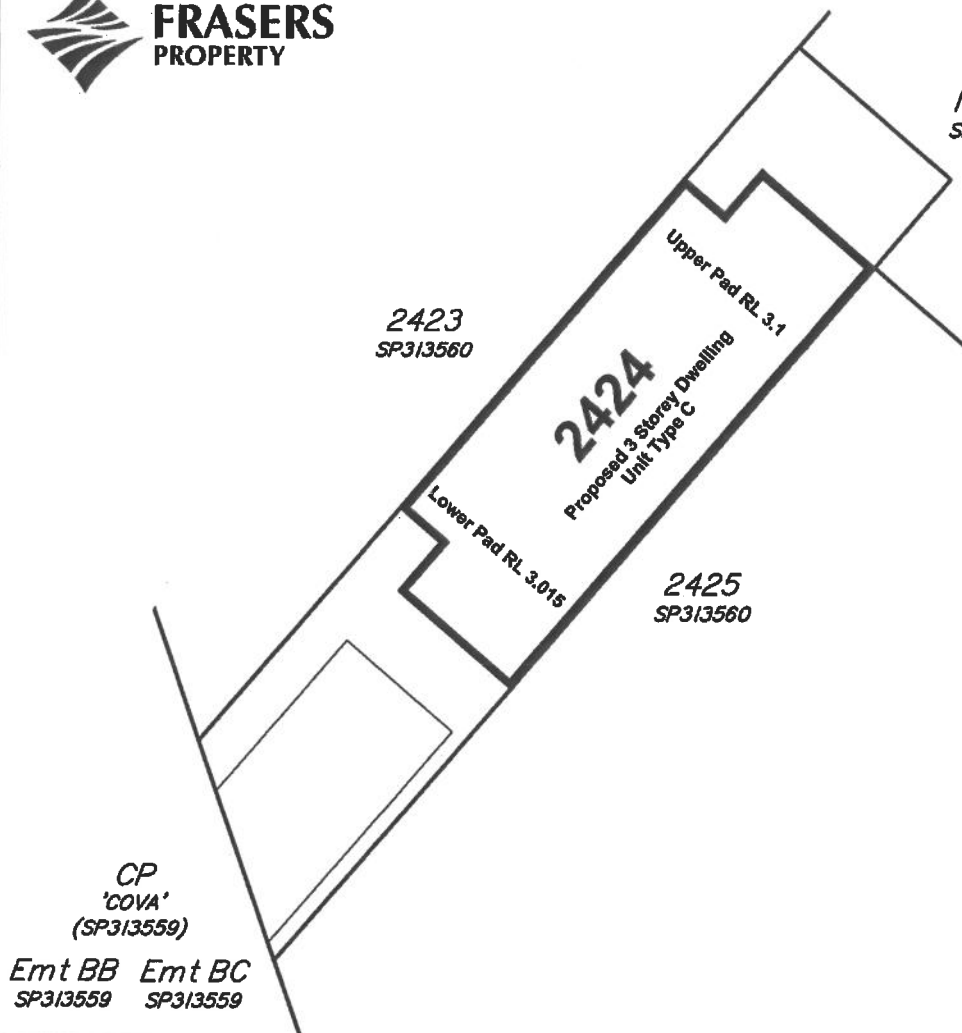
A4



**FRASERS
PROPERTY**

Lot 2424

Park
10007
SP313559



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme:
"Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
 Lot 2424 on SP313560
 "COVA" Hope Island - Stage 24**

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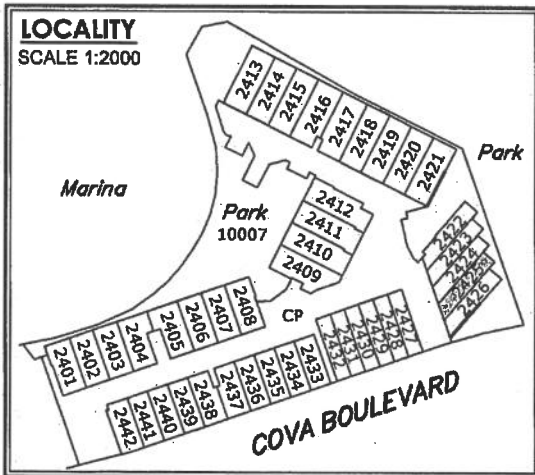
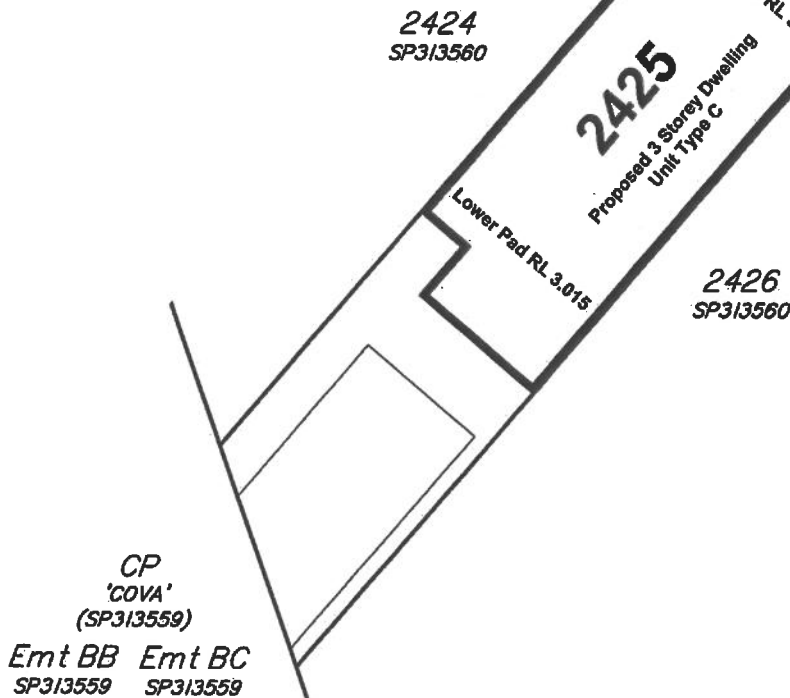
Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/09/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		



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Lot 2425

Park
10007
SP313559



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1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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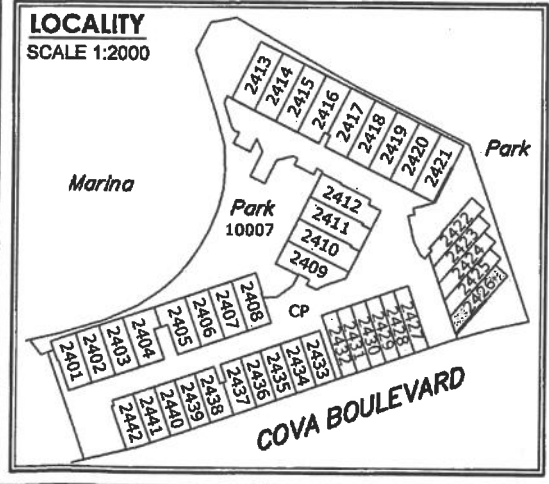
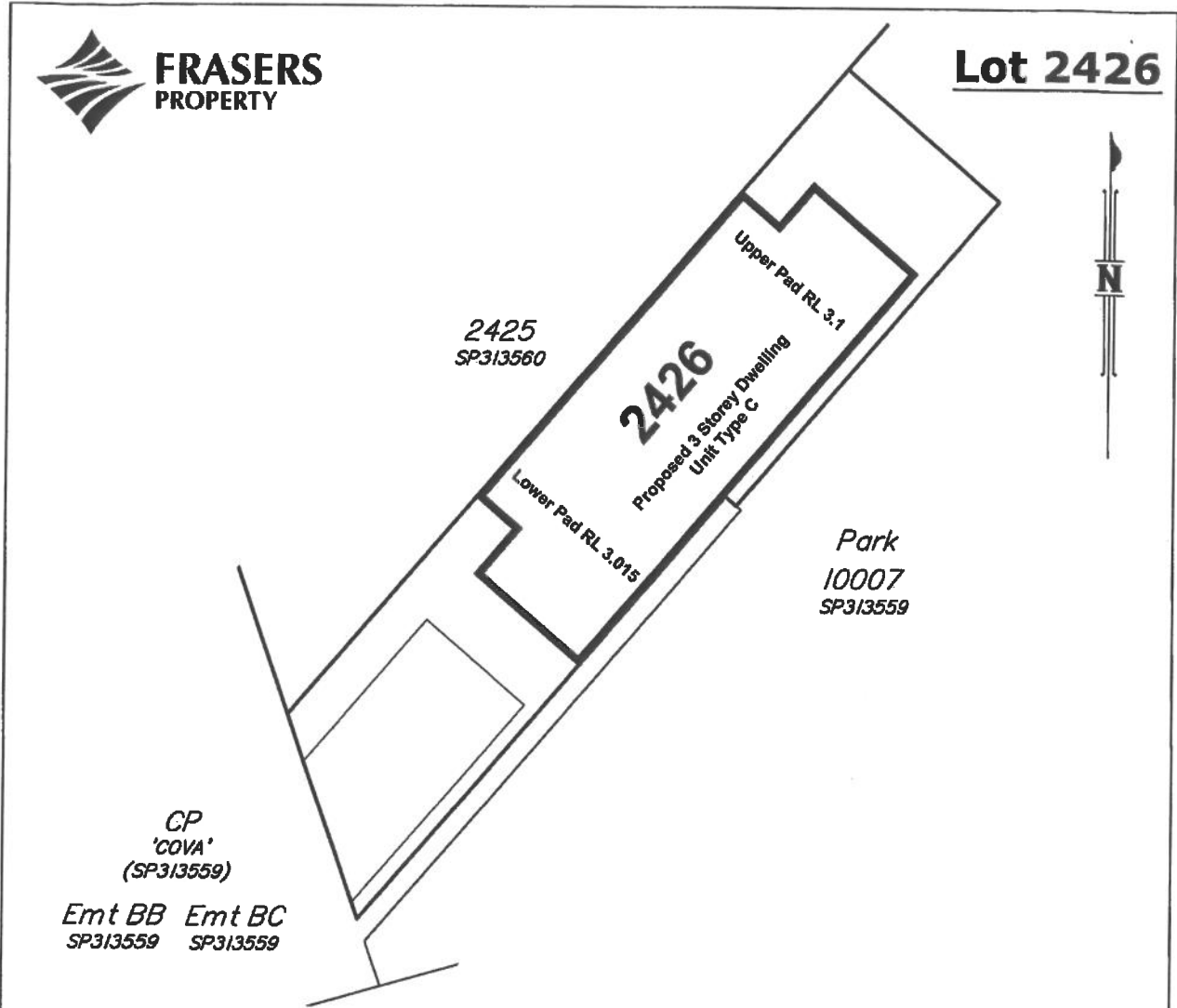
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Title: **Disclosure Plan for
Lot 2425 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.S.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

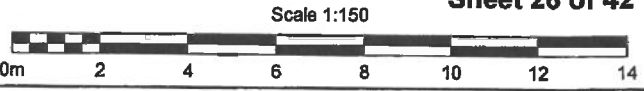
Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



Scale 1:150 **Sheet 26 of 42**

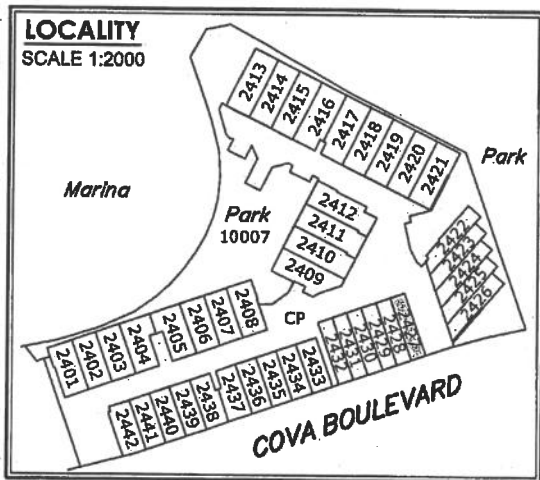
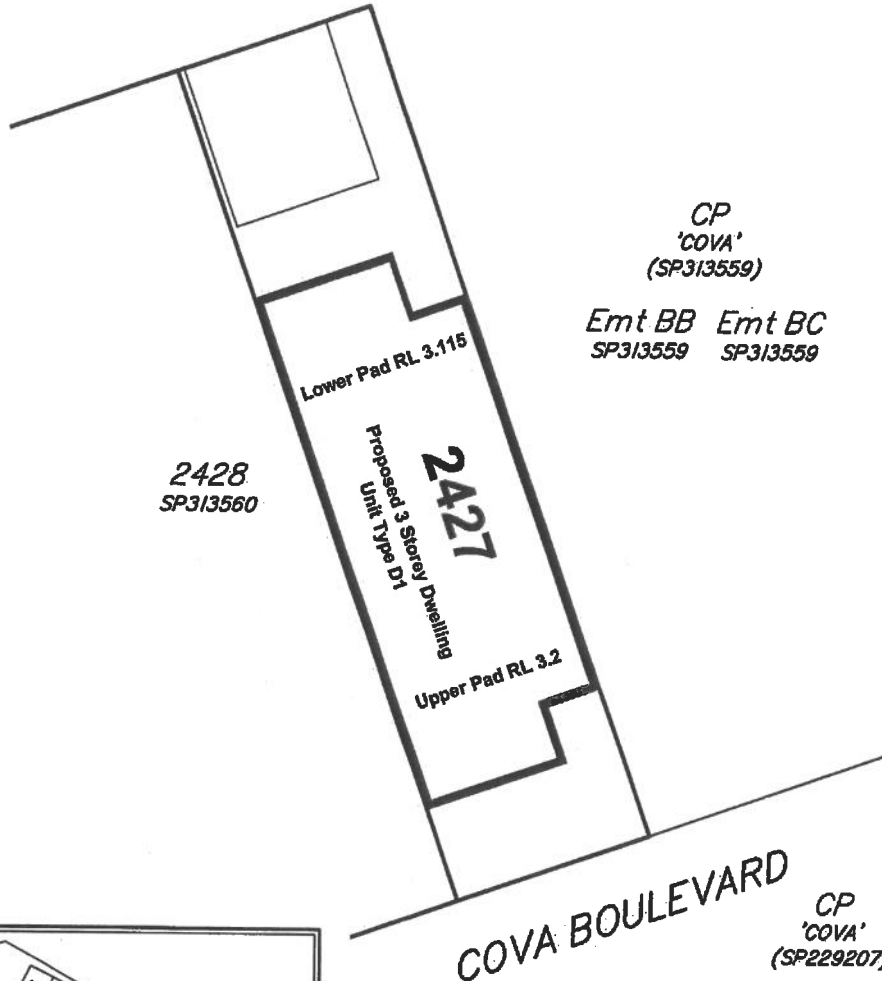
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Title: **Disclosure Plan for Lot 2426 on SP313560 "COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

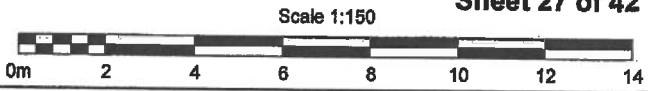
Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for Lot 2427 on SP313560 "COVA" Hope Island - Stage 24**

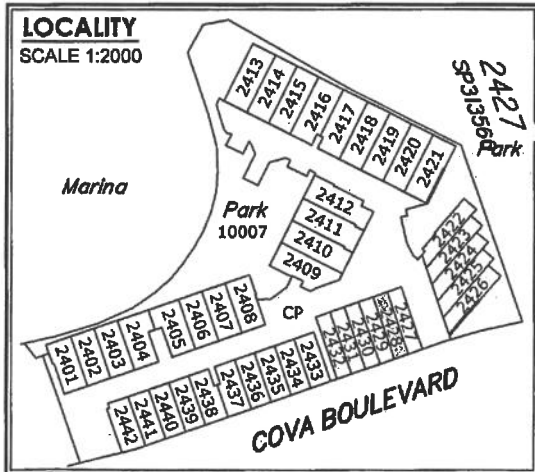
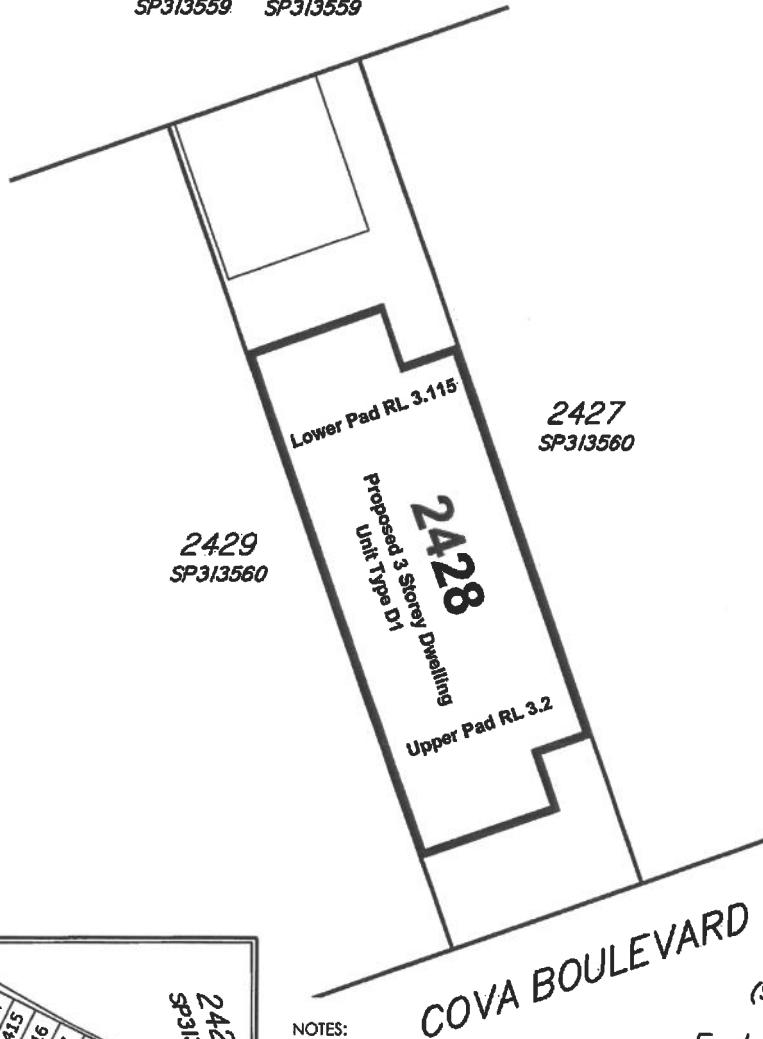
This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		



CP
'COVA'
(SP313559)
Emt BB Emt BC
SP313559 SP313559

Lot 2428



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Emt G Emt H
SP229207 SP229207

Revision A - Original Plan Issue 21/8/2019 (BRJ)

Scale 1:150

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Title: **Disclosure Plan for
Lot 2428 on SP313560
"COVA" Hope Island - Stage 24**

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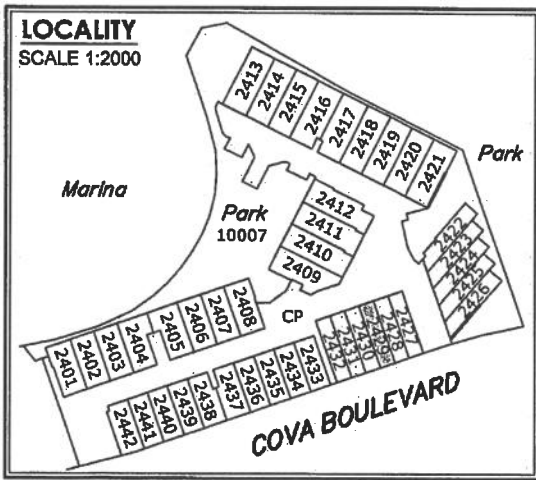
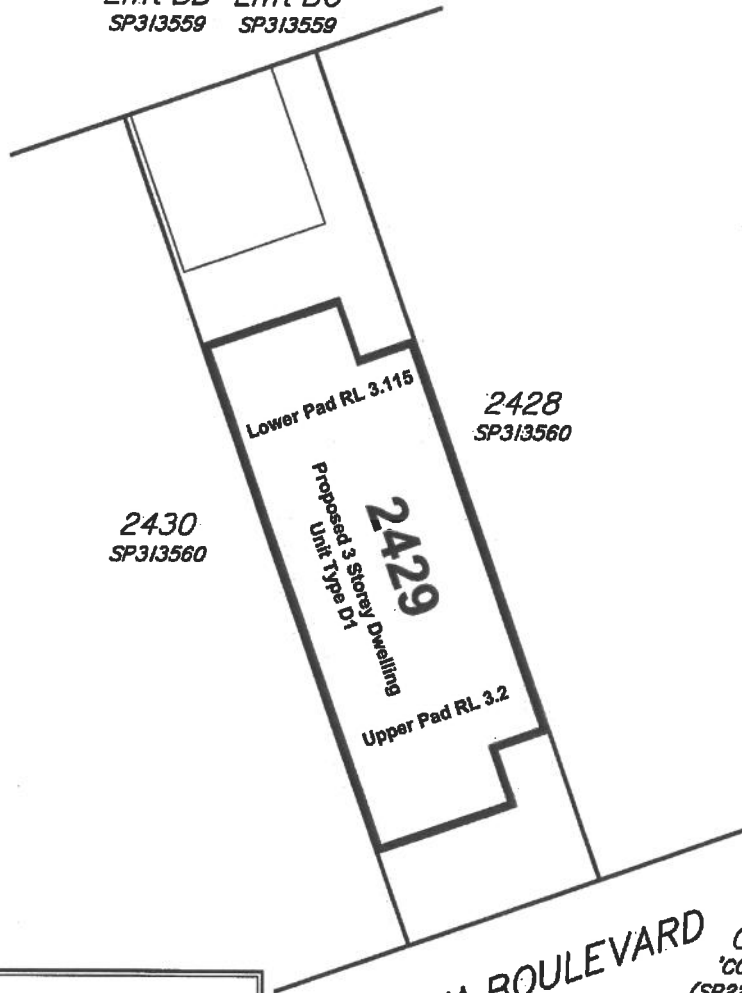
Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



CP
'COVA'
(SP313559)
Emt BB Emt BC
SP313559 SP313559

Lot 2429



COVA BOULEVARD CP
'COVA'
(SP229207)

Emt G Emt H
SP229207 SP229207

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Sheet 29 of 42



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Title: **Disclosure Plan for Lot 2429 on SP313560**
"COVA" Hope Island - Stage 24

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

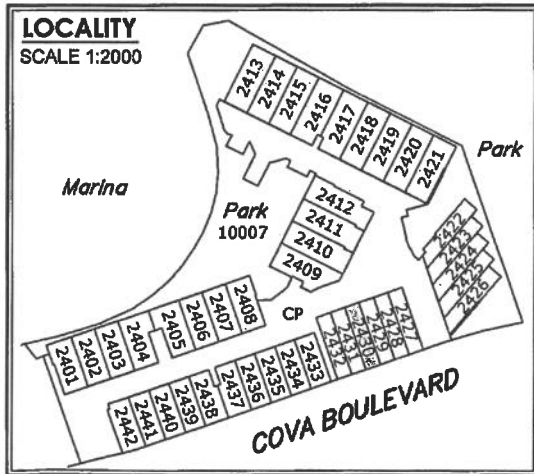
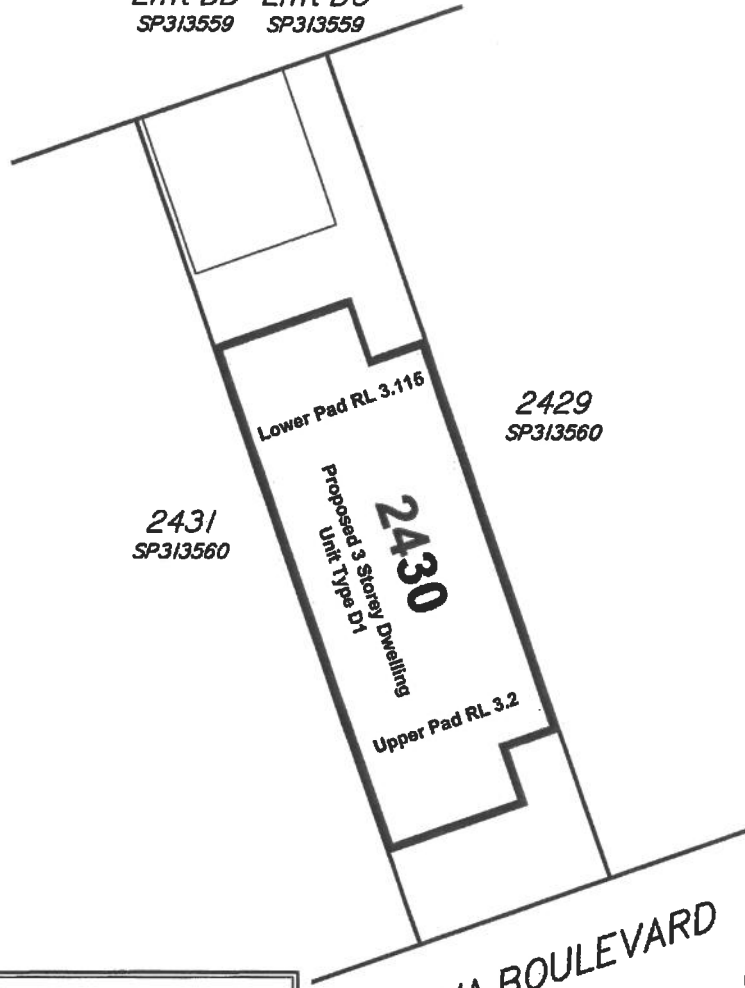


**FRASERS
PROPERTY**

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559

Lot 2430



COVA BOULEVARD

CP
'COVA'
(SP229207)

Emt G Emt H
SP229207 SP229207

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2430 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

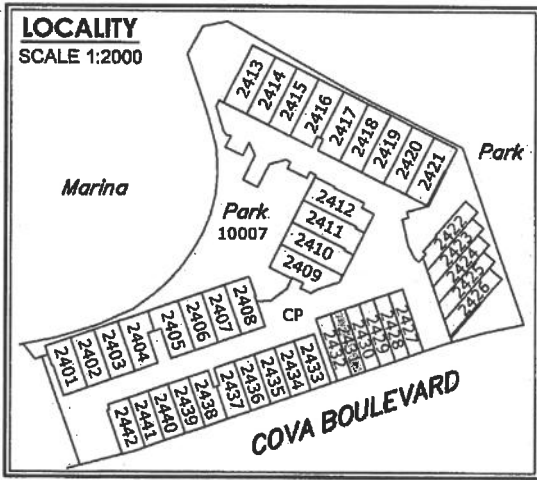
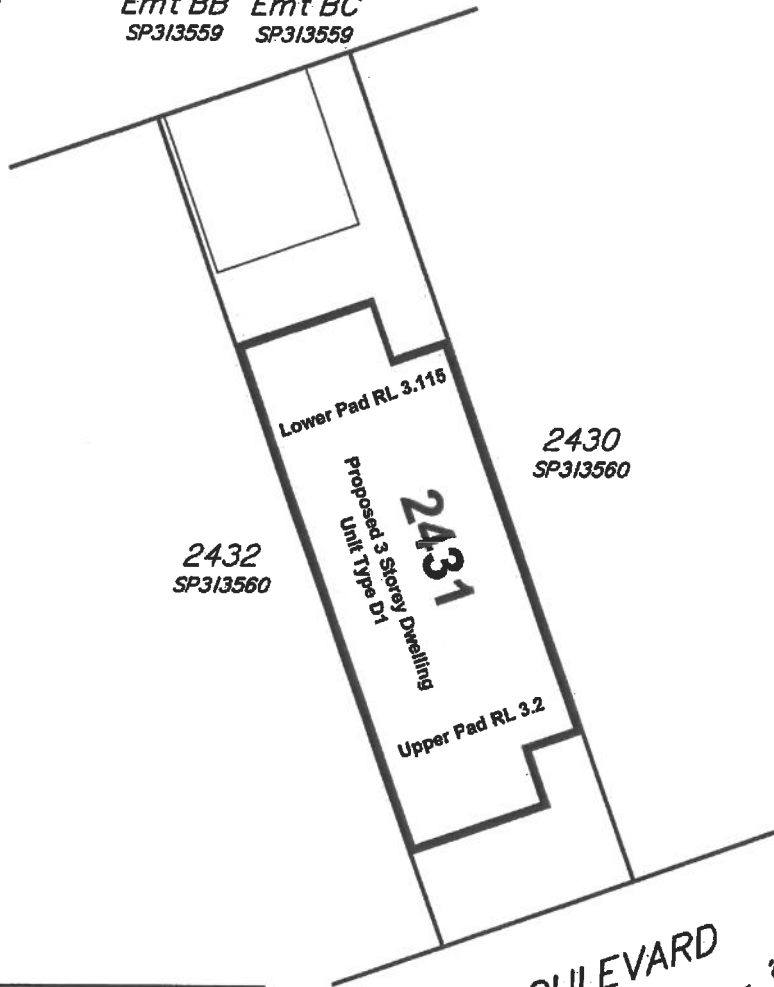
Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:		Approved: SWM
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



**FRASERS
PROPERTY**

CP
'COVA'
(SP313559)
Emt BB Emt BC
SP313559 SP313559

Lot 2431

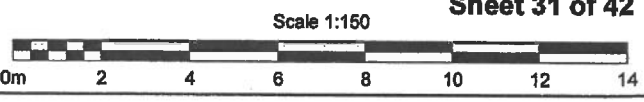


CP
'COVA'
(SP229207)
Emt G Emt H
SP229207 SP229207

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
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6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2431 on SP313560
'COVA' Hope Island - Stage 24**

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Client:	FRASERS AUSTRALIA		
Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		

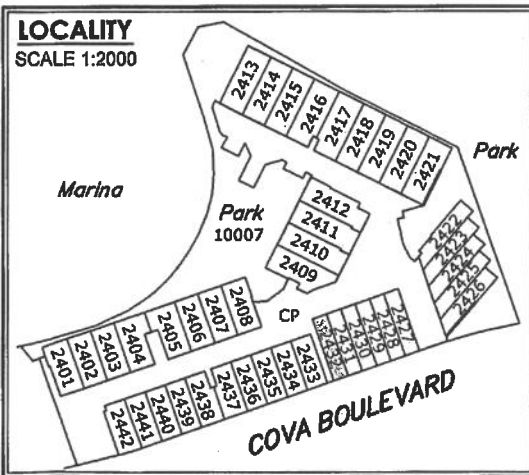
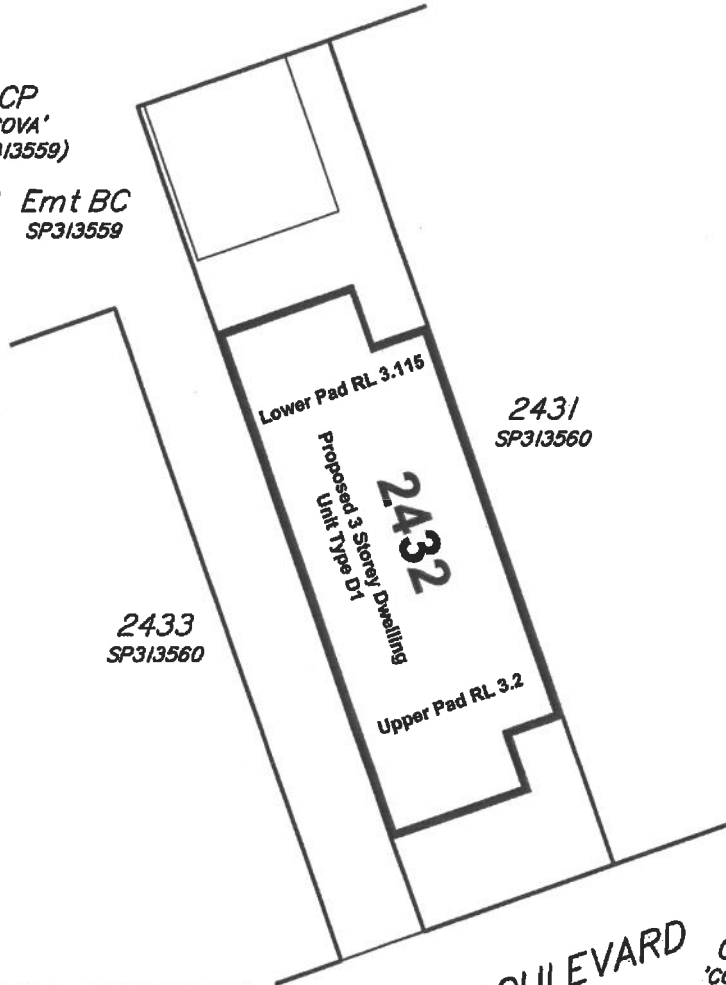


**FRASERS
PROPERTY**

Lot 2432

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559



CP
'COVA'
(SP229207)

Emt G Emt H
SP229207 SP229207

NOTES:

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5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2432 on SP313560
'COVA' Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

A4

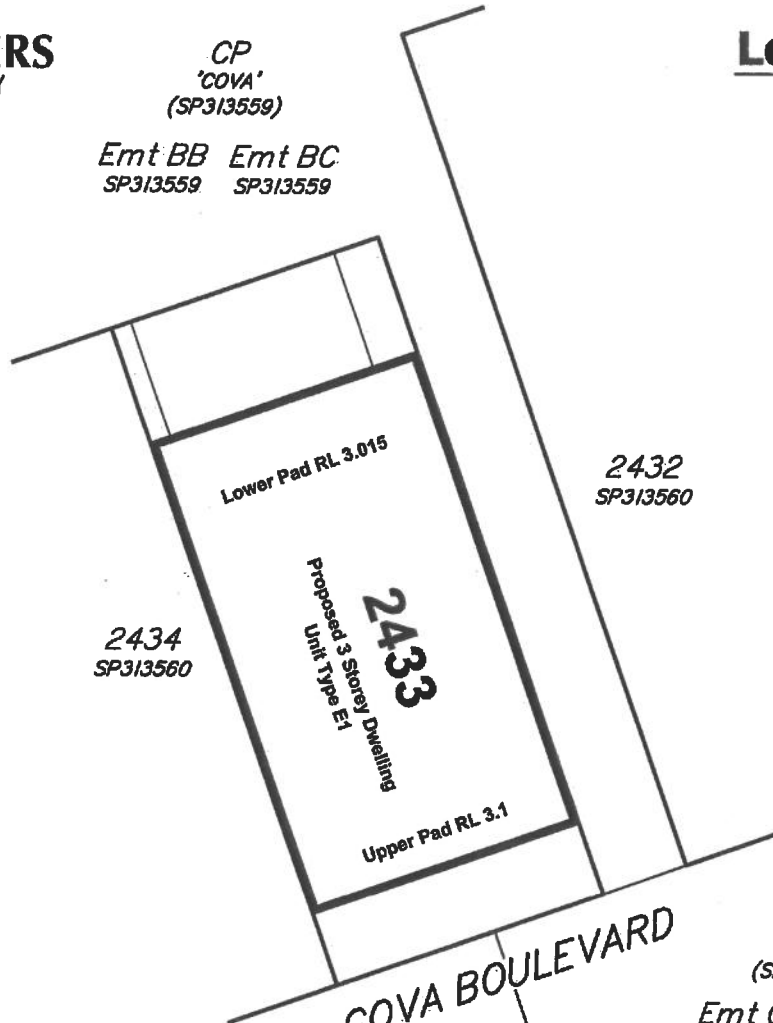


**FRASERS
PROPERTY**

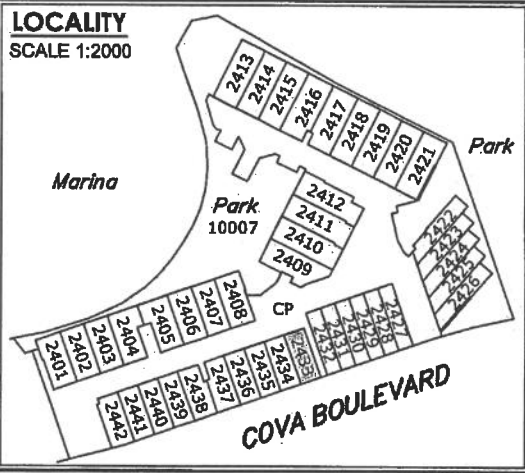
CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559

Lot 2433



LOCALITY
SCALE 1:2000



Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)

Scale 1:150

Sheet 33 of 42



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Title: **Disclosure Plan for
Lot 2433 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND
Local Gov:	GCCC
Surveyed By:	Prepared By: BRJ
Date Created:	9/08/2019
Comp File:	03245.project
Plan No:	03245_447_DIS
Approved:	SWM
Scale:	1:150

A4

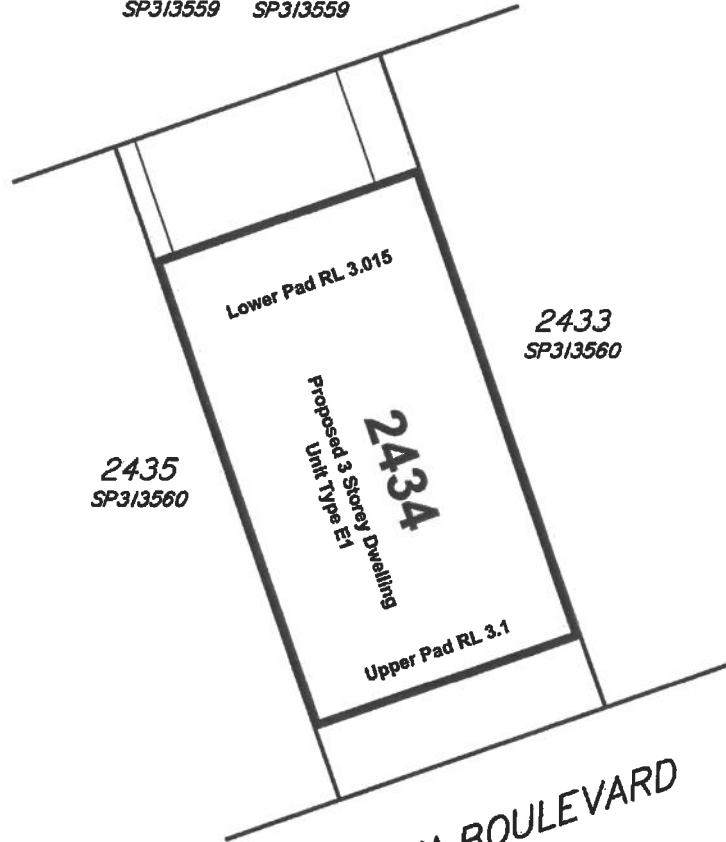


**FRASERS
PROPERTY**

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559

Lot 2434



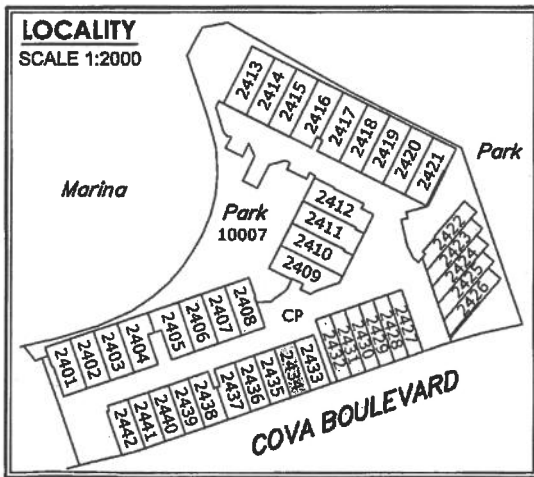
COVA BOULEVARD
CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2434 on SP313560
'COVA' Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND
Local Gov:	GCCC Prepared By: BRJ
Surveyed By:	Approved: SWM
Date Created:	9/08/2019 Scale: 1:150
Comp File:	03245.project
Plan No:	03245_447_DIS

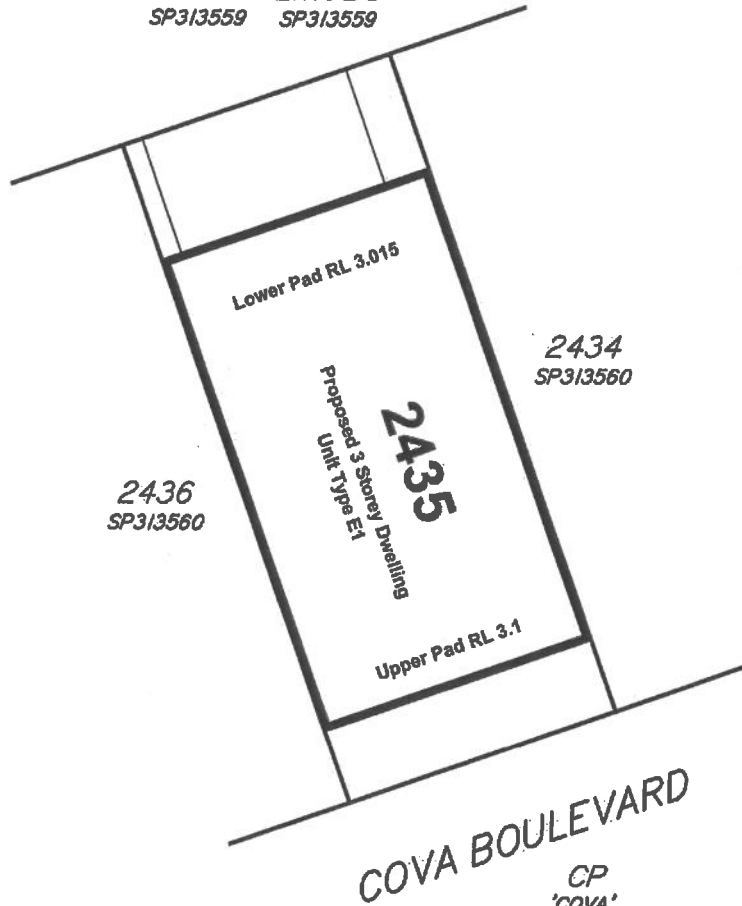
A4



CP
'COVA'
(SP313559)

Lot 2435

Emt BB Emt BC
SP313559 SP313559



2436
SP313560

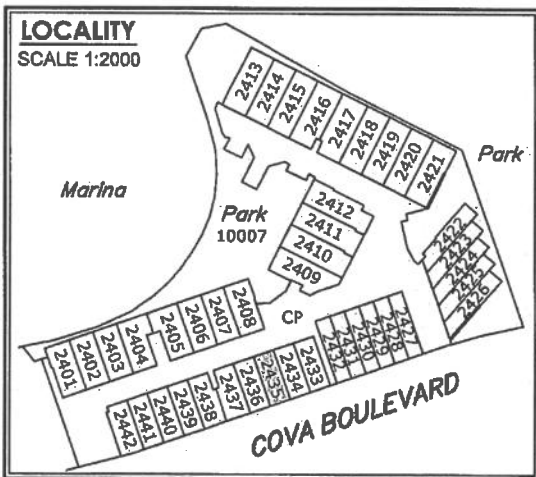
2434
SP313560

COVA BOULEVARD

CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

LOCALITY
SCALE 1:2000



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
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6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)

Scale 1:150

Sheet 35 of 42



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Title: **Disclosure Plan for
Lot 2435 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

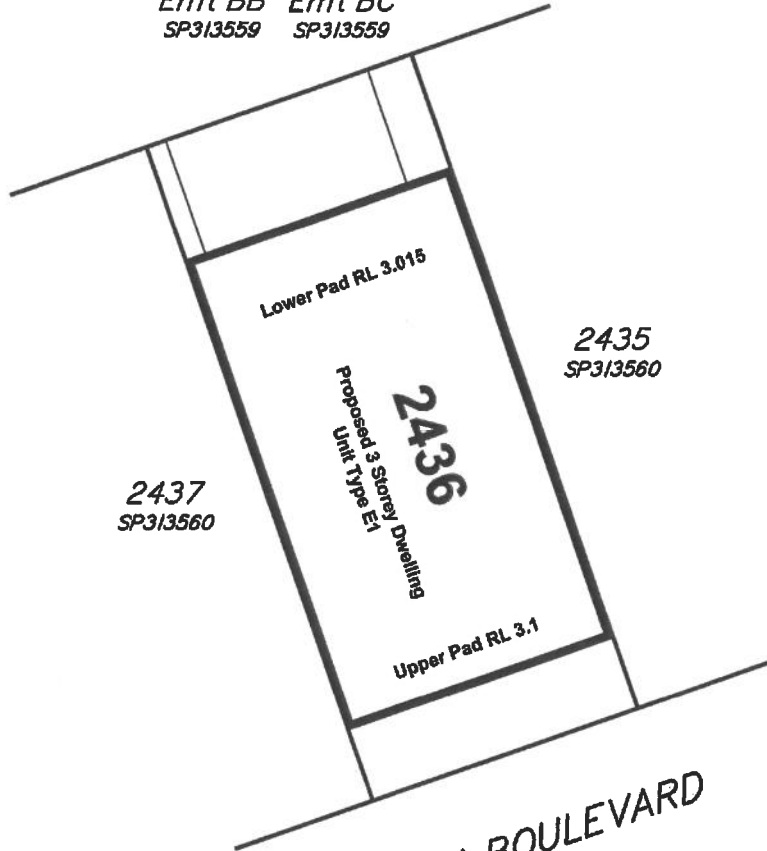
A4



Lot 2436

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559



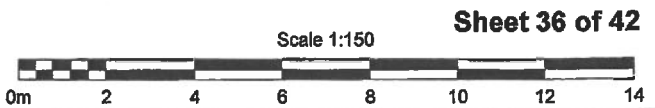
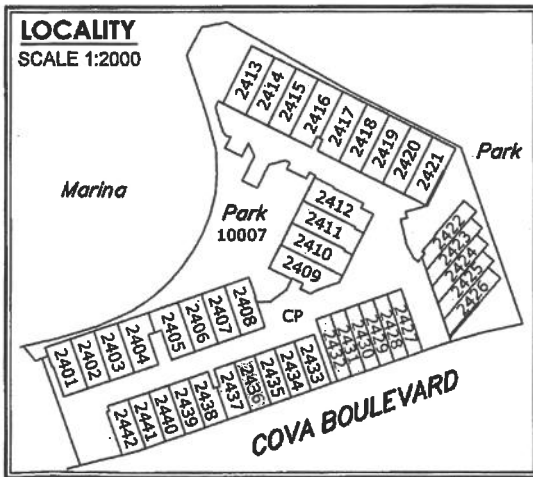
COVA BOULEVARD
CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



Sheet 36 of 42



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GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
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Title: **Disclosure Plan for
Lot 2436 on SP313560
'COVA' Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

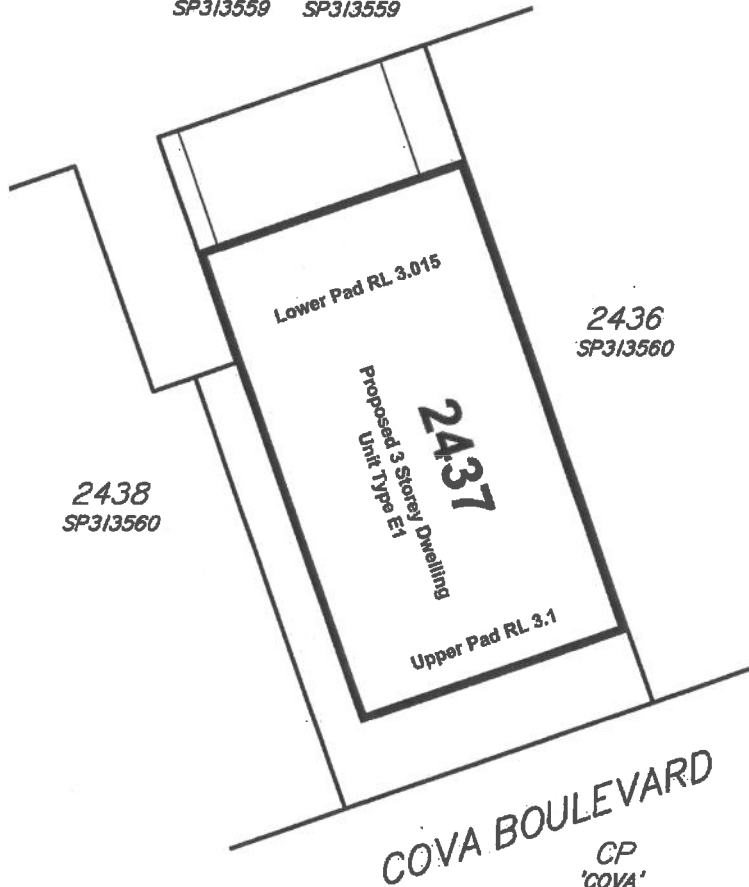
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Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	



Lot 2437

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559



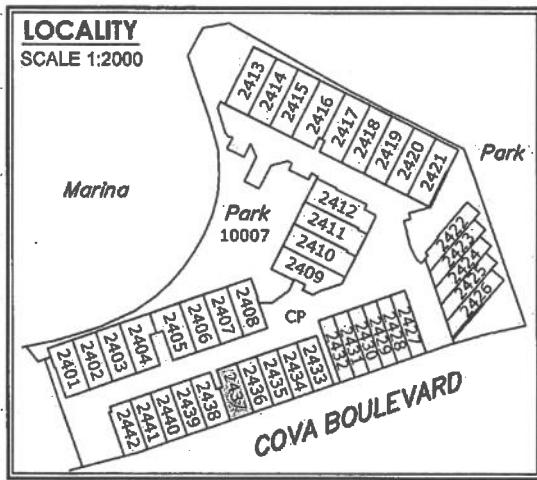
CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



Sheet 37 of 42

Scale 1:150



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Title: **Disclosure Plan for Lot 2437 on SP313560**
"COVA" Hope Island - Stage 24

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND
Local Gov:	GCCC
Surveyed By:	Prepared By: BRJ
Date Created:	9/08/2019
Comp File:	03245.project
Plan No:	03245_447_DIS
Approved:	SWM
Scale:	1:150

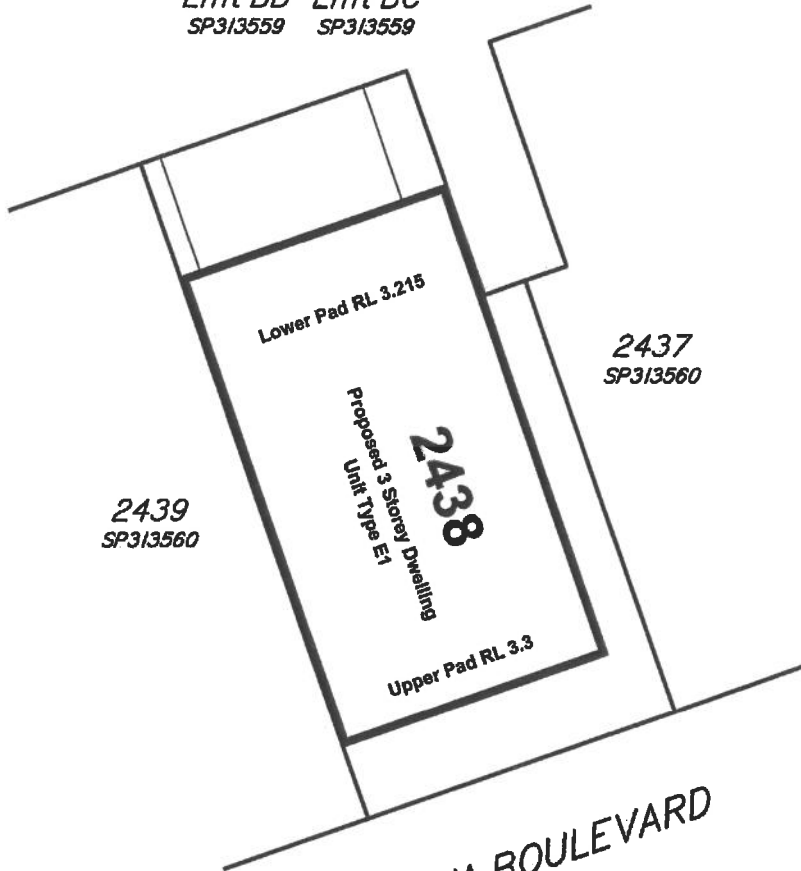


**FRASERS
PROPERTY**

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559

Lot 2438



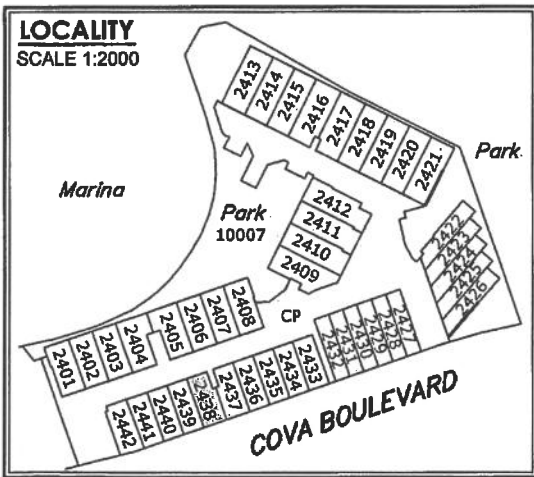
COVA BOULEVARD
CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 523B1
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



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Title: **Disclosure Plan for
Lot 2438 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:	Approved: SWM	
Date Created:	9/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

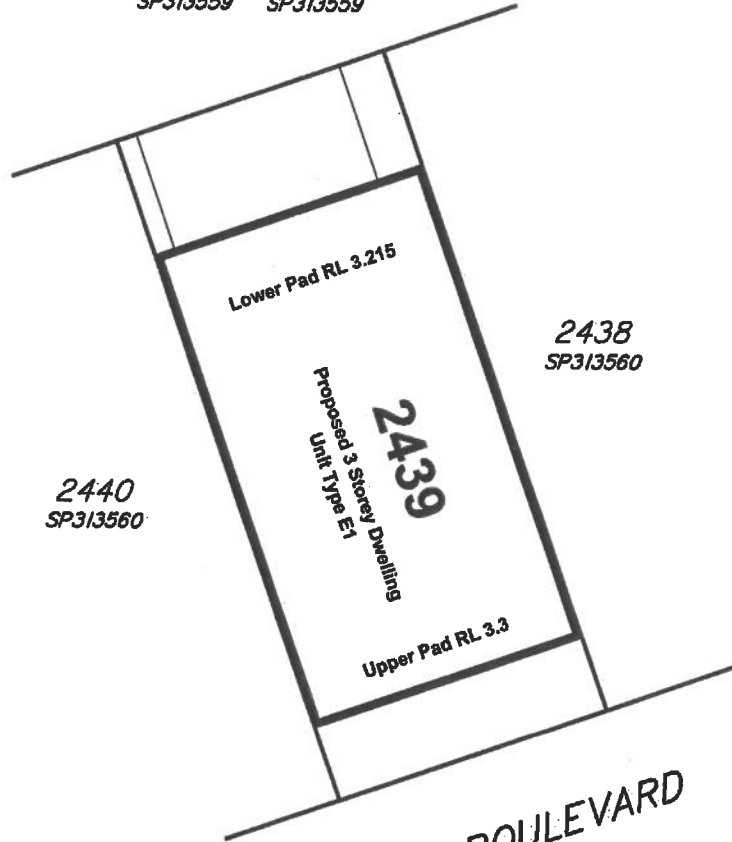


**FRASERS
PROPERTY**

CP
'COVA'
(SP313559)

Lot 2439

Emt BB Emt BC
SP313559 SP313559



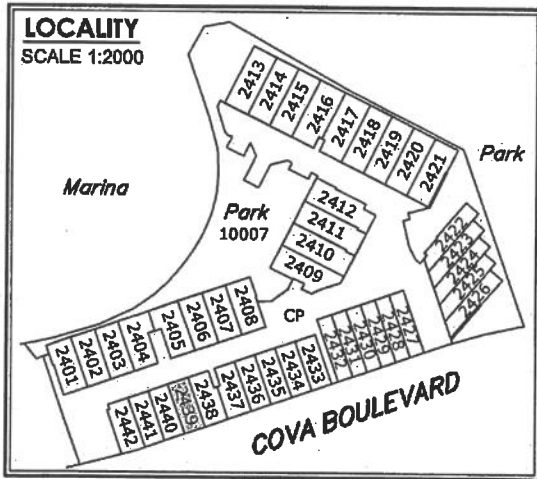
CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/RQL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



Sheet 39 of 42

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Title: **Disclosure Plan for
Lot 2439 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.E.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, area, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND
Local Gov:	GCCC
Prepared By:	BRJ
Surveyed By:	Approved: SWM
Date Created:	9/08/2019
Scale:	1:150
Comp File:	03245.project
Plan No:	03245_447_DIS

A4

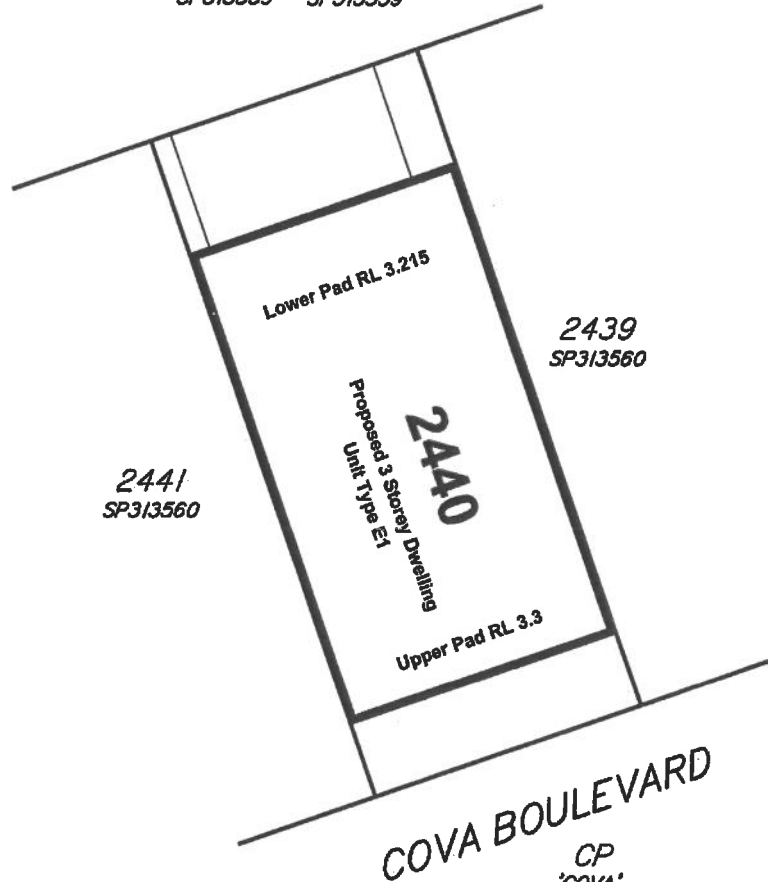


**FRASERS
PROPERTY**

CP
'COVA'
(SP313559)

Lot 2440

Emt BB Emt BC
SP313559 SP313559



COVA BOULEVARD

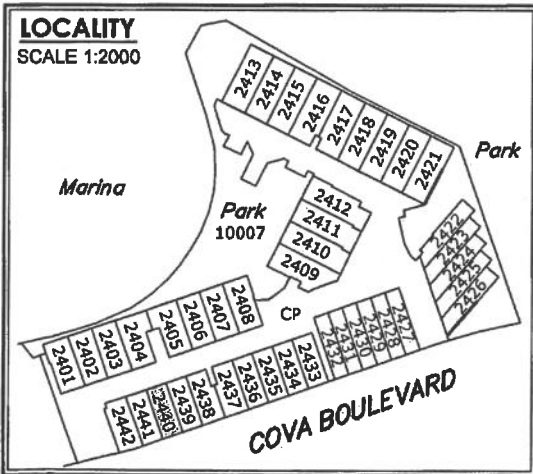
CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

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Title: **Disclosure Plan for
Lot 2440 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and S.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, area, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND	
Local Gov:	GCCC	Prepared By: BRJ
Surveyed By:		Approved: SWM
Date Created:	8/08/2019	Scale: 1:150
Comp File:	03245.project	
Plan No:	03245_447_DIS	

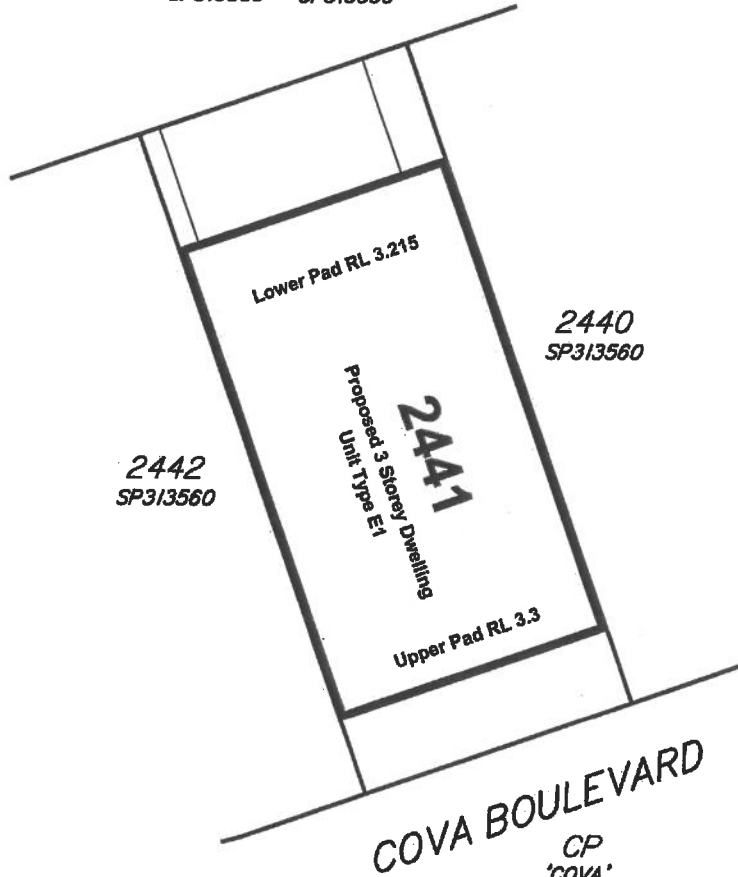
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CP
'COVA'
(SP313559)

Lot 2441

Emt BB Emt BC
SP313559 SP313559



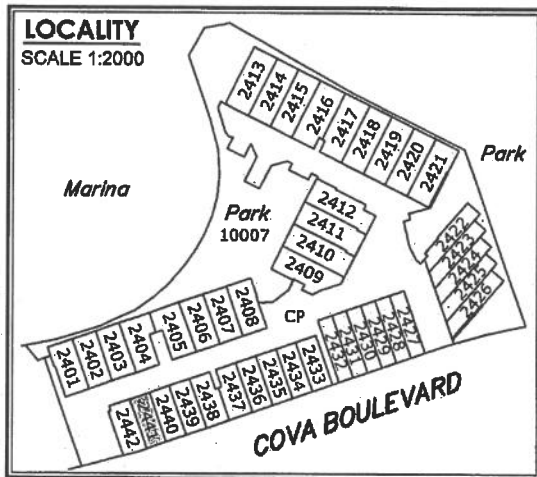
CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205

NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)



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Title: **Disclosure Plan for
Lot 2441 on SP313560
"COVA" Hope Island - Stage 24**

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Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND
Local Gov:	GCCC
Prepared By:	BRJ
Surveyed By:	Approved: SWM
Date Created:	9/08/2019
Scale:	1:150
Comp File:	03245.project
Plan No:	03245_447_DIS

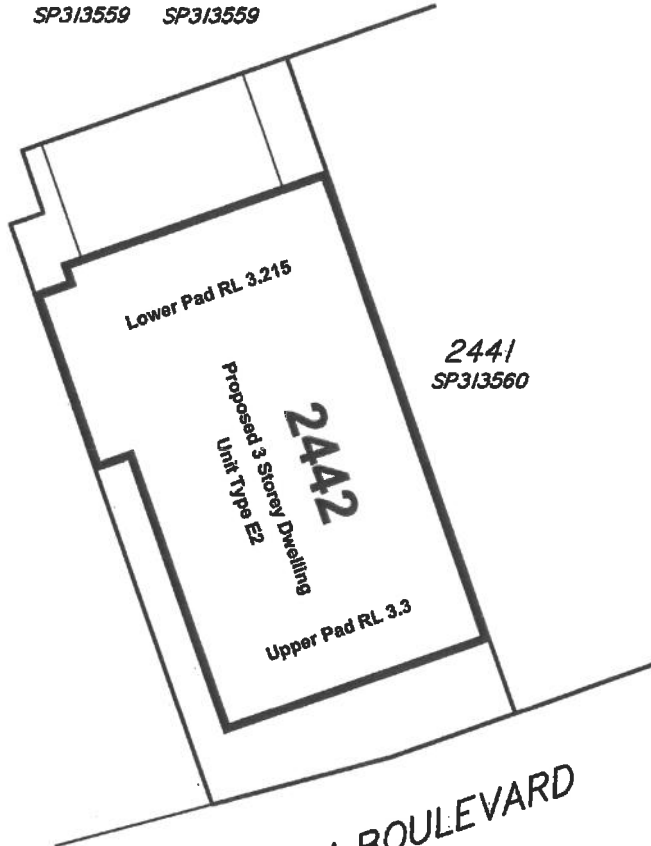


**FRASERS
PROPERTY**

CP
'COVA'
(SP313559)

Emt BB Emt BC
SP313559 SP313559

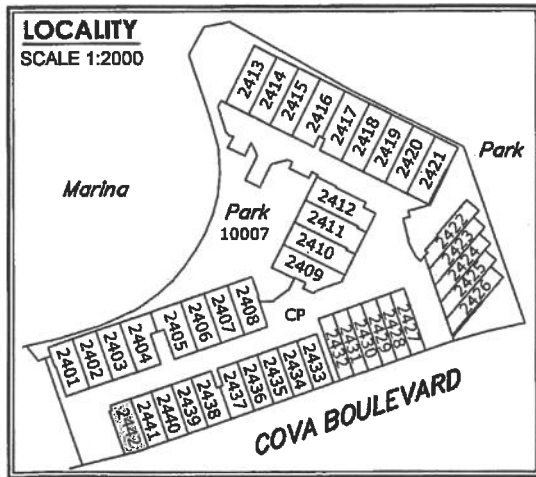
Lot 2442



COVA BOULEVARD

CP
'COVA'
(SP197205)

Emt C Emt D
SP197205 SP197205



NOTES:

1. Drawn to scale on an A4 sheet.
2. Community Titles Scheme: "Cova Central Residences" CTS 52381
3. Refer to disclosure survey plan SP313560 for relevant lot particulars.
4. Design contours do not apply, design building pad level as shown on plan face (AHD). (Arcadis Engineers)
5. Building design information supplied by Rothe Lowman Architects.
6. MCU/ROL Approval GCCC COM/2018/6 20th June 2019.
7. Meridian: Vide SP267339.

Revision A - Original Plan Issue 21/8/2019 (BRJ)

Sheet 42 of 42

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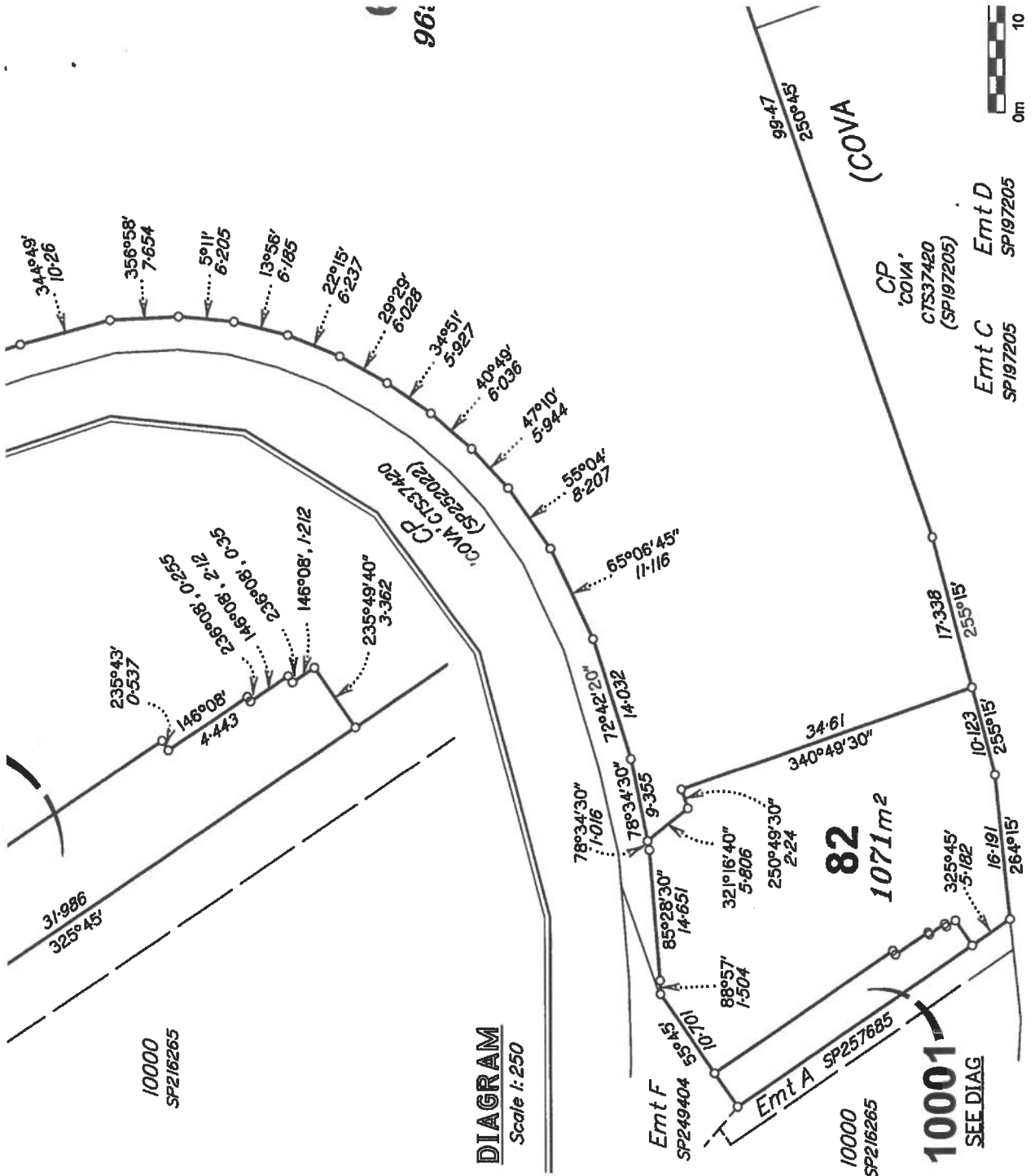
Title: **Disclosure Plan for
Lot 2442 on SP313560
"COVA" Hope Island - Stage 24**

This is a disclosure plan, the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot dimensions may vary up to 1% and lot areas may vary by up to 2.0%. Contours, depths and retaining wall heights may vary by up to 0.2m. Lengths and shapes of retaining walls may vary during construction. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Client: **FRASERS AUSTRALIA**

Locality:	HOPE ISLAND		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved:	SWM
Date Created:	9/08/2019	Scale:	1:150
Comp File:	03245.project		
Plan No:	03245_447_DIS		

A4



96:



DIAGRAM
Scale 1:250

10001
SEE DIAG

0		50 mm	100 mm	150 mm	State copyright reserved.
Disclosure Plan of Lots 60, 82 & 10001				Scale:	1:600
Cancelling Lot 59 on SP267339				Format:	STANDARD
LOCAL GOVERNMENT: GOLD COAST CITY COUNCIL		LOCALITY: HOPE ISLAND		SP313558	
Meridian: SP267339		Survey Records: No			

Bennett + Bennett 03245_442_CON.DWG BRU.06/08/2019

**WARNING : Folded or Mutilated Plans may
Information may not be p**

(Dealing No.)

5. Lodged by

(Include address, phone number, reference,

1. Certificate of Registered Owners or Lessees.

I/We

(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

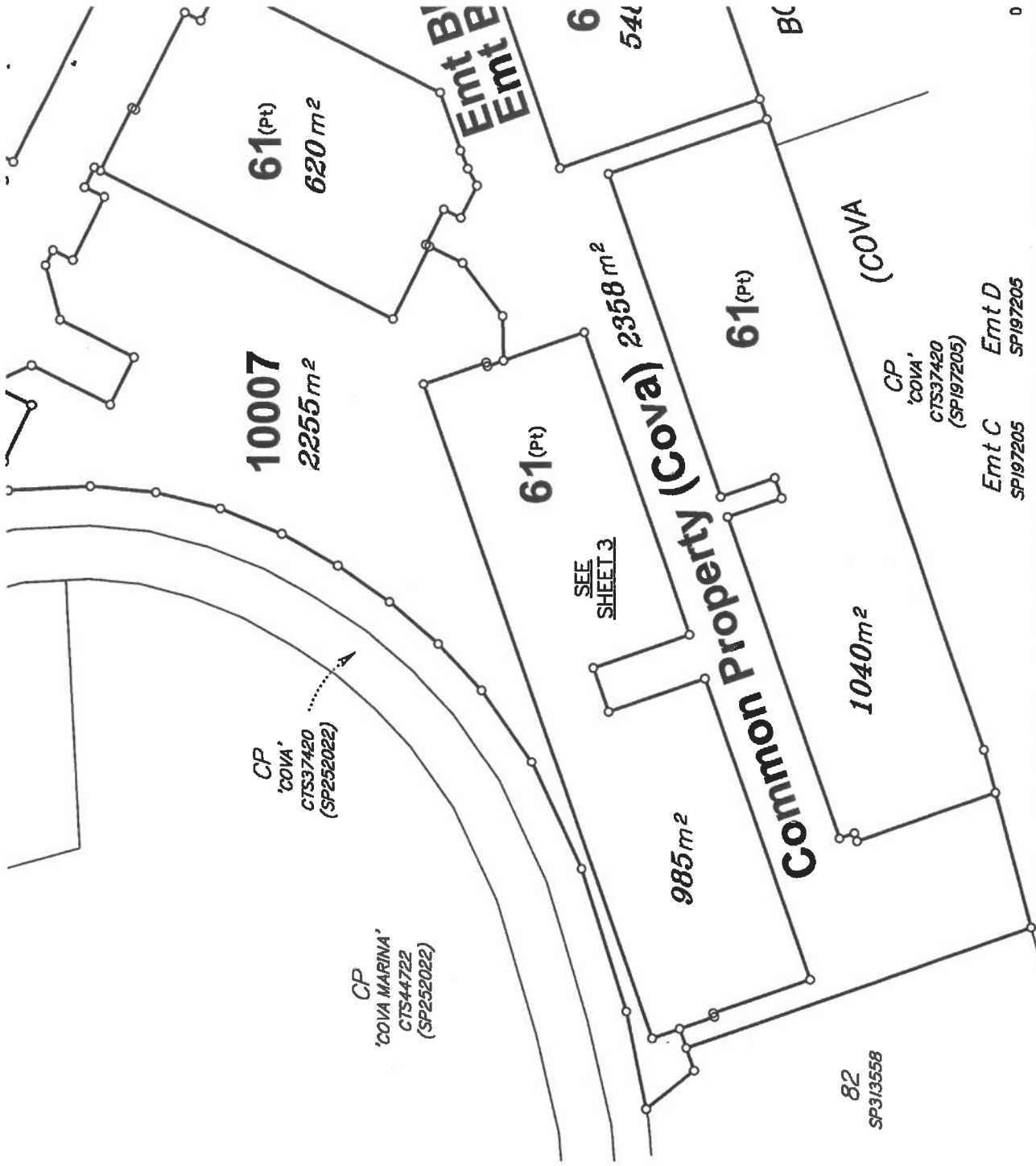
6. Existing	
Title Reference	Description

**SHEET 21
INTENTIONAL
BLANK**

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the :
%



Emt C SP197205
Emt D SP197205

<p>0 50 mm 100 mm 150 mm State copyright reserved.</p>	
<p>Disclosure Plan of Lots 61, 10007 & Common Property (Cova) and Easements BB & BC in Common Property</p>	
<p>Cancelling Lot 60 on SP313558</p>	
<p>LOCAL GOVERNMENT: GOLD COAST CITY COUNCIL</p>	<p>LOCALITY: HOPE ISLAND</p>
<p>Meridian: SP267339</p>	<p>Survey Records: No</p>
<p>Scale: 1:500</p>	<p>Format: STANDARD</p>
<p>SP313559</p>	

Bennett + Bennett 03245_443_CON.DWG BRJ.06/08/2019

**WARNING : Folded or Mutilated
Plans may
Information may not be p**

(Dealing No.)

5. Lodged by

(Include address, phone number, reference,

1. Certificate of Registered Owners or Lessees.

I/We
.....
.....
.....

(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

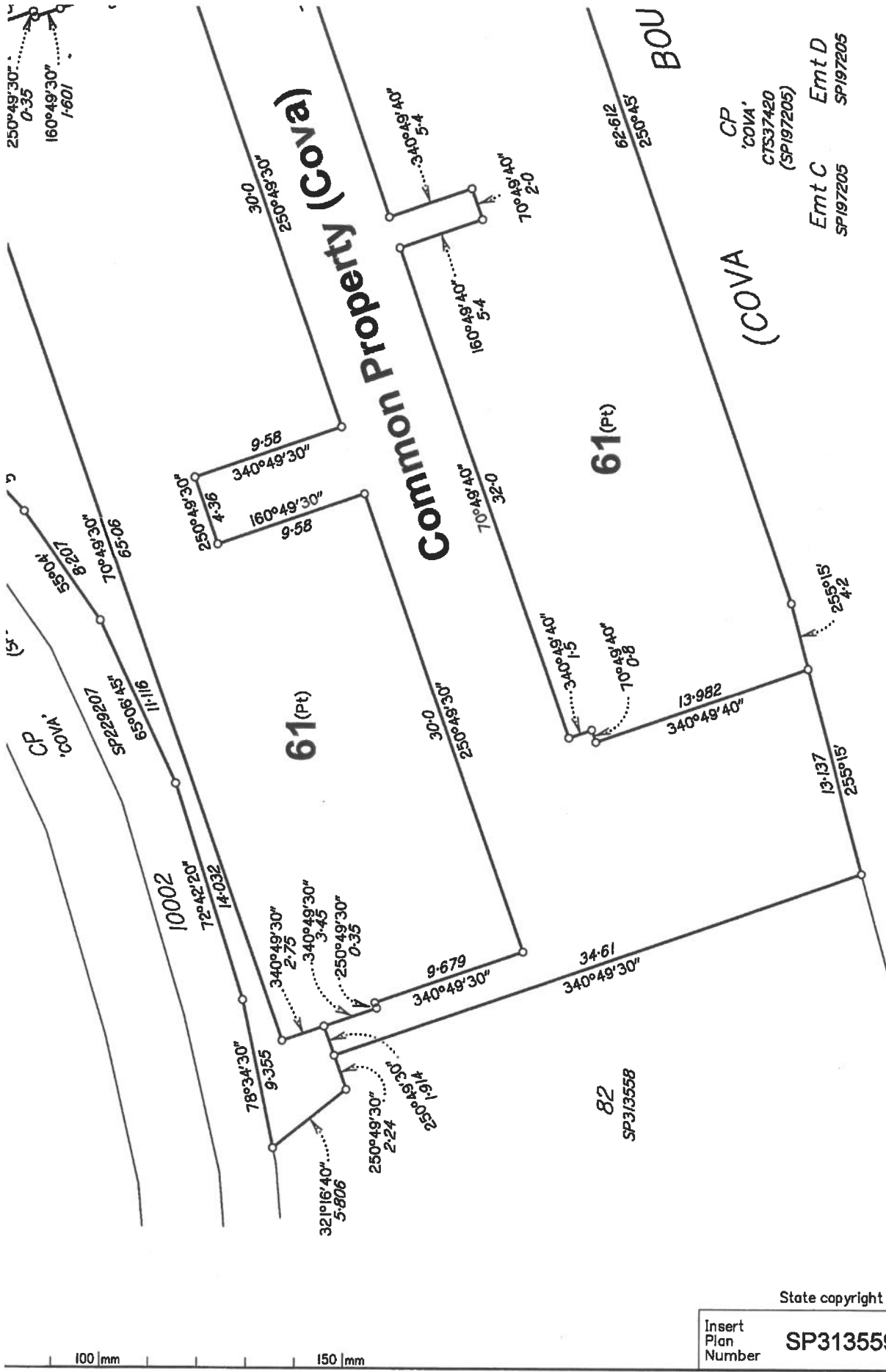
6. Existing	
Title Reference	Description

**SHEET 21
INTENTIONAL
BLANK**

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the :
%

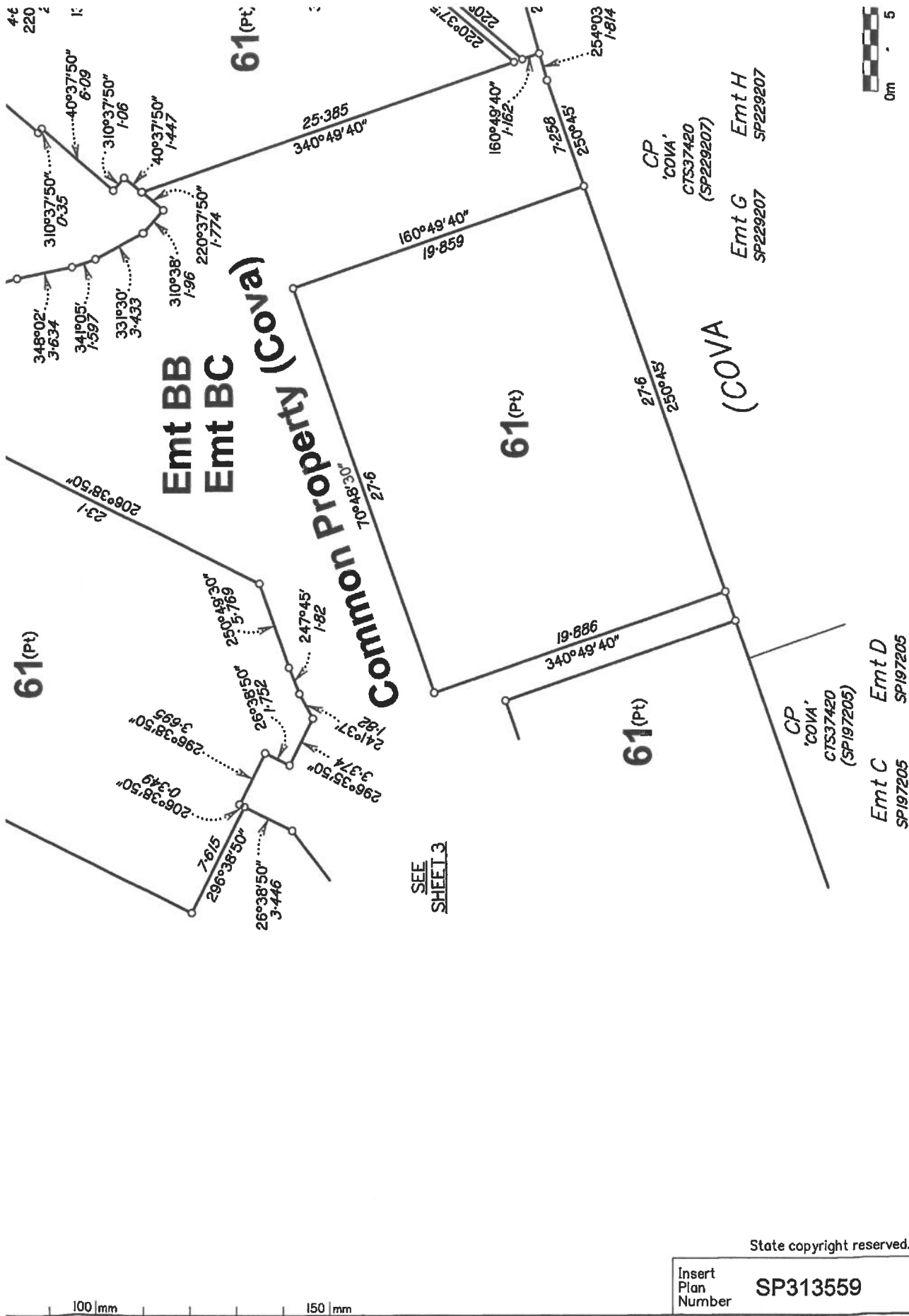


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Insert Plan Number
SP313559

Bennett + Bennett 03245_443_CON.DWG BR 106/08/2019

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61 (Pt)

61 (Pt)

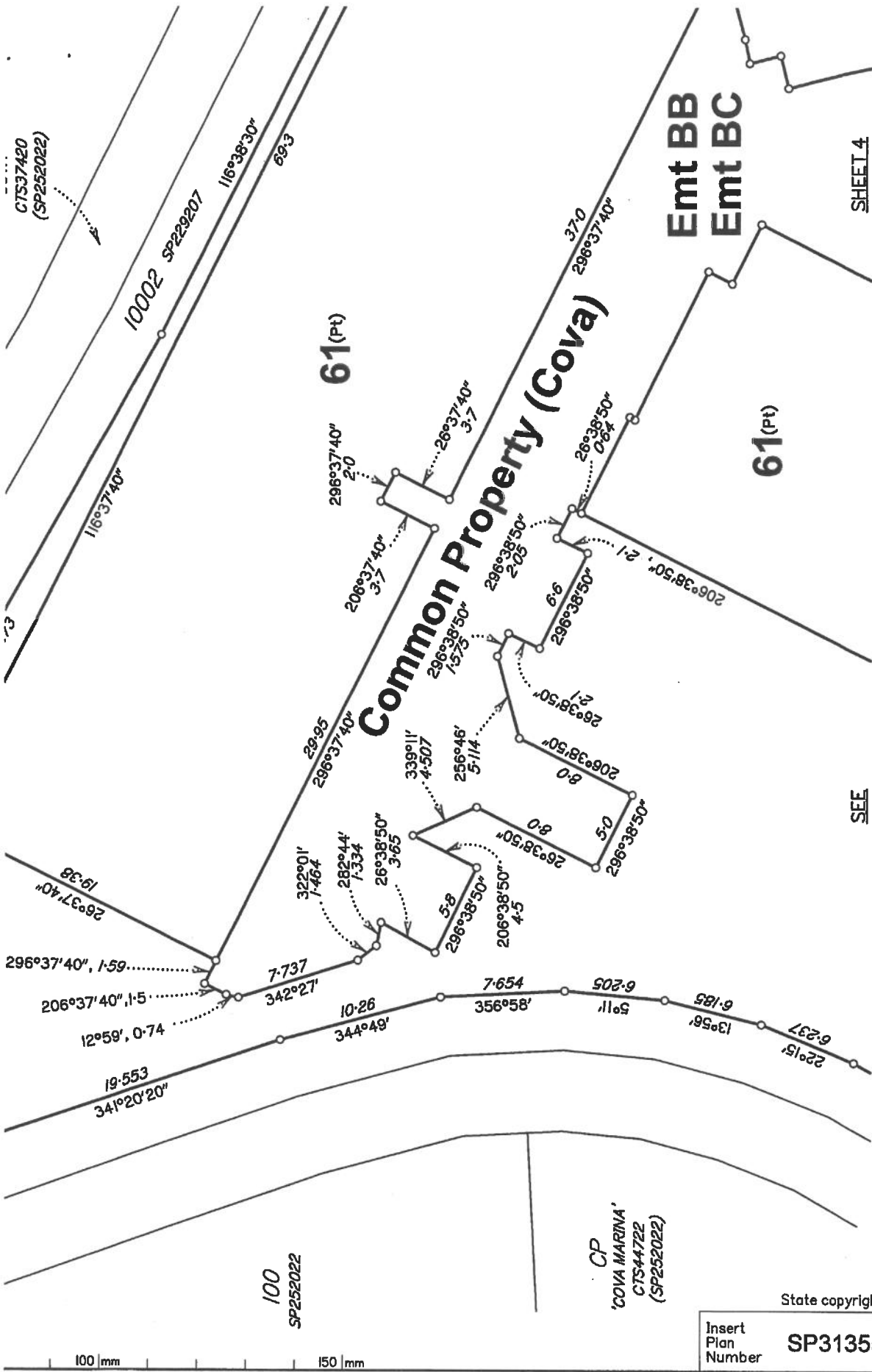
61 (Pt)



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Insert Plan Number **SP313559**

Bennett + Bennett 03245_443_CON.DWG BRJ 06/08/2019



Schedule 2

Plans and Specifications

The following documents appear after this page:

- (a) Floor plan 'Type A1 - Positano';
- (b) Floor plan 'Type A2 - Positano';
- (c) Floor plan 'Type B - Laguna';
- (d) Floor plan 'Type C - Whitehaven';
- (e) Floor plan 'Type D - San Sebastian';
- (f) Floor plan 'Type E1 - El Ray';
- (f) Floor plan 'Type E2 - El Ray';
- (g) Schedule of Finishes for each of the above floor plan types; and
- (h) Façade colour scheme types (5 pages).

The floor plan and façade colour scheme type relevant for the Lot is as shown for the Lot in the following table:

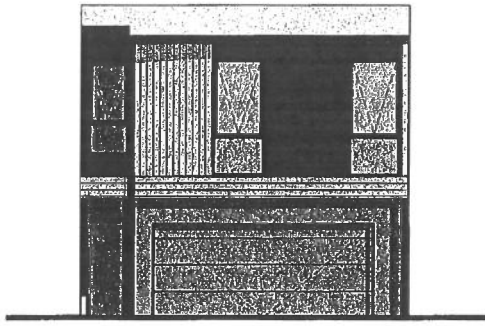
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2402	A2 - Positano	Type A - Positano. <i>Façade Type 1</i>	2423	C - Whitehaven	Type C - Whitehaven. <i>Façade Type 2</i>
2403	A1 - Positano	Type A - Positano. <i>Façade Type 1</i>	2424	C - Whitehaven	Type C - Whitehaven. <i>Façade Type 1</i>
2404	A2 - Positano	Type A - Positano. <i>Façade Type 1</i>	2425	C - Whitehaven	Type C - Whitehaven. <i>Façade Type 2</i>
2405	A1 - Positano	Type A - Positano. <i>Façade Type 1</i>	2426	C - Whitehaven	Type C - Whitehaven. <i>Façade Type 1</i>
2406	A2 - Positano	Type A - Positano. <i>Façade Type 1</i>	2427	D - San Sebastian	Type D - San Sebastian. <i>Façade Type 1</i>
2407	A1 - Positano	Type A - Positano. <i>Façade Type 1</i>	2428	D - San Sebastian	Type D - San Sebastian. <i>Façade Type 2</i>
2408	A2 - Positano	Type A - Positano. <i>Façade Type 1</i>	2429	D - San Sebastian	Type D - San Sebastian. <i>Façade Type 1</i>
2409	A1 - Positano	Type A - Positano. <i>Façade Type 1</i>	2430	D - San Sebastian	Type D - San Sebastian. <i>Façade Type 2</i>
2410	A1 - Positano	Type A - Positano. <i>Façade Type 1</i>	2431	D - San Sebastian	Type D - San Sebastian. <i>Façade Type 1</i>
2411	A2 - Positano	Type A - Positano. <i>Façade Type 1</i>	2432	D - San Sebastian	Type D - San Sebastian. <i>Façade Type 2</i>
2412	A2 - Positano	Type A - Positano. <i>Façade Type 1</i>	2433	E1 - El Ray	Type E - El Ray. <i>Façade Type 1</i>
2413	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2434	E1 - El Ray	Type E - El Ray. <i>Façade Type 2</i>
2414	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2435	E1 - El Ray	Type E - El Ray. <i>Façade Type 1</i>
2415	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2436	E1 - El Ray	Type E - El Ray. <i>Façade Type 2</i>
2416	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2437	E1 - El Ray	Type E - El Ray. <i>Façade Type 1</i>
2417	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2438	E1 - El Ray	Type E - El Ray. <i>Façade Type 2</i>
2418	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2439	E1 - El Ray	Type E - El Ray. <i>Façade Type 1</i>
2419	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2440	E1 - El Ray	Type E - El Ray. <i>Façade Type 2</i>
2420	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2441	E1 - El Ray	Type E - El Ray. <i>Façade Type 1</i>
2421	B - Laguna	Type B - Laguna. <i>Façade Type 1</i>	2442	E2 - El Ray	Type E - El Ray. <i>Façade Type 3</i>

The Seller discloses:

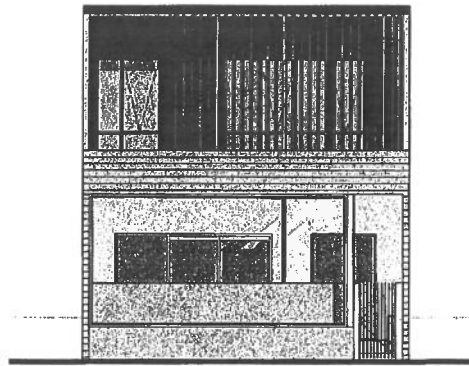
- (a) the **attached** plans are intended to represent the indicative floor layout for the Residence;
- (b) the **attached** plans do not accurately fix or specify the location of the proposed boundaries or Improvements to the Property;

- (c) the **attached** plans, Schedule of Finishes and Facade Colour Schemes are subject to variation as set out in the Contract including because of design changes, council approvals, practical necessities of construction or unavailability of materials;
- (d) any areas and dimensions shown on the attached plans:
 - (i) are approximate only and are subject to final survey and provisions of the contract;
 - (ii) may be different from the areas on draft survey plans due to different methods of measurement;
- (e) any furniture, fittings and fixtures (if any) depicted on any plans but not otherwise included in the Finishes and Fittings is shown for illustrative purposes and are not included in the sale under this contract; and
- (f) any scales shown on the attached plans may be inaccurate due to, amongst other things, reduction of plan size;

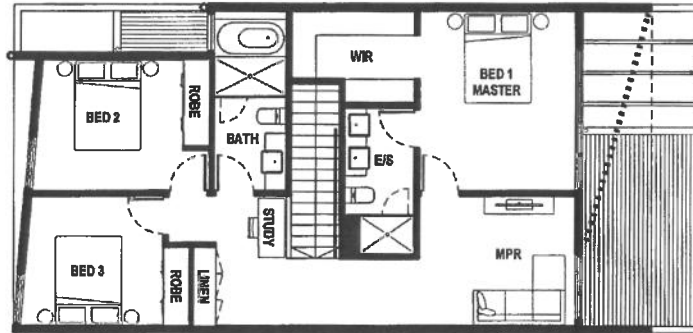
In particular the Buyer is referred to clause 50 of this contract.



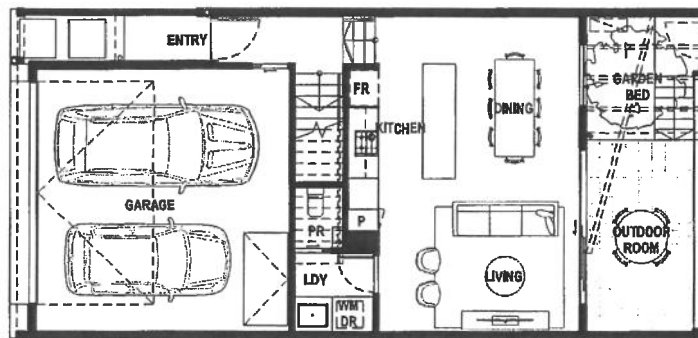
LANEWAY FACADE



MARINA FACADE



FIRST FLOOR

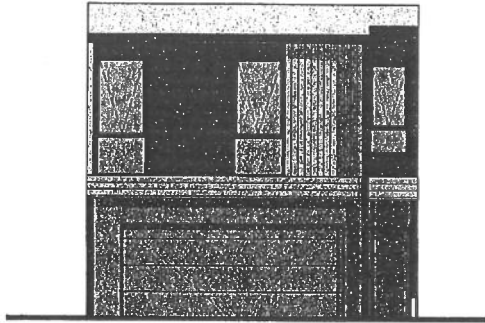


GROUND FLOOR

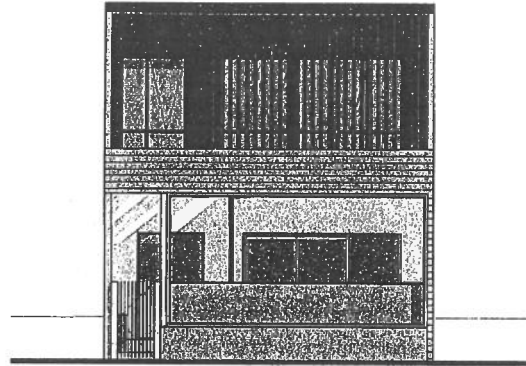
Type A1 - Positano

Waterline, Hope Island

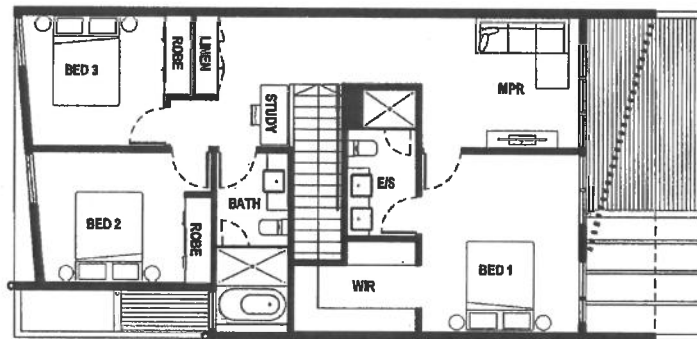
rothelawman
Brisbane, Melbourne, Sydney
www.rothelawman.com.au



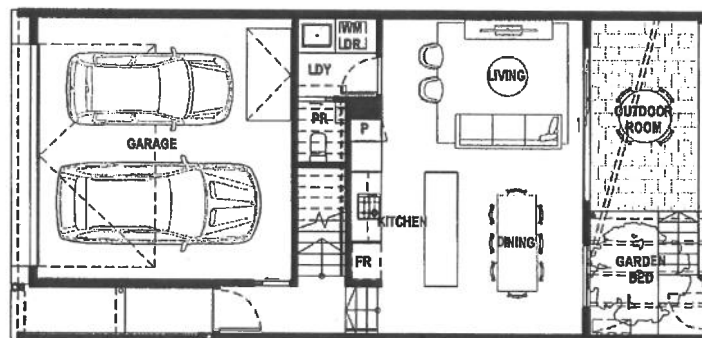
LANEWAY FACADE



MARINA FACADE



FIRST FLOOR

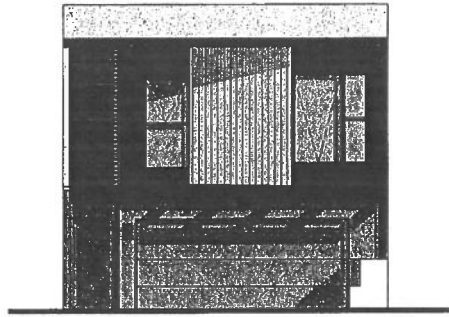


GROUND FLOOR

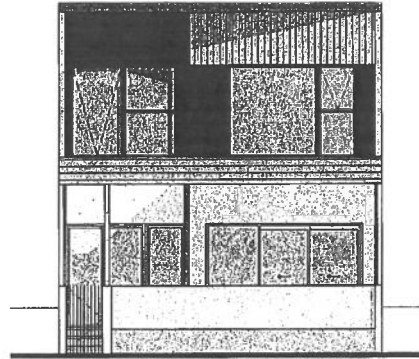
Type A2 - Positano

Waterline, Hope Island

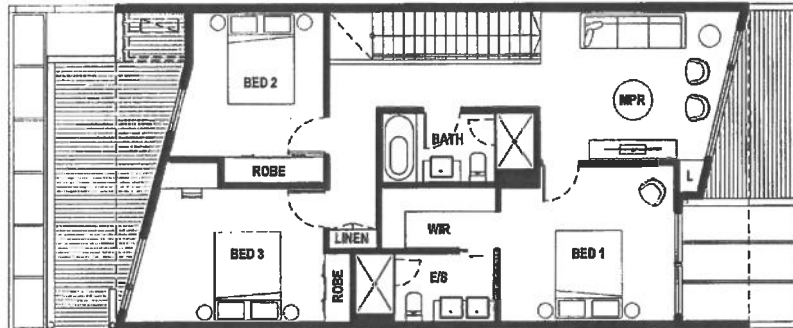
rothelowman
Brisbane, Melbourne, Sydney
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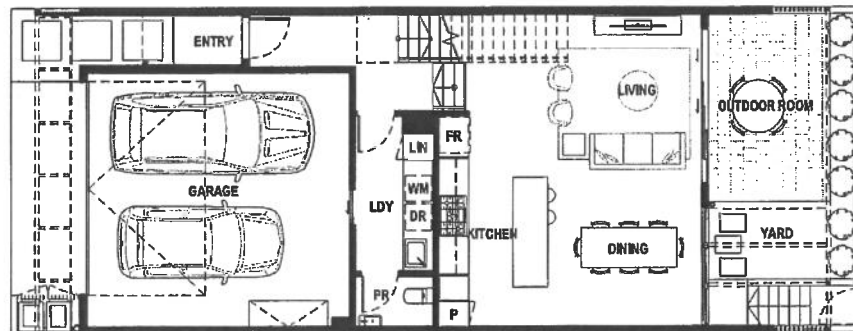
LANEWAY FACADE



CANAL FACADE



FIRST FLOOR

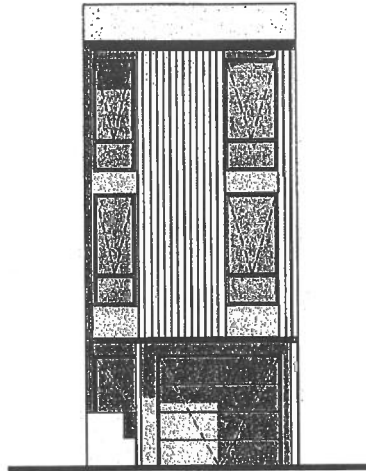


GROUND FLOOR

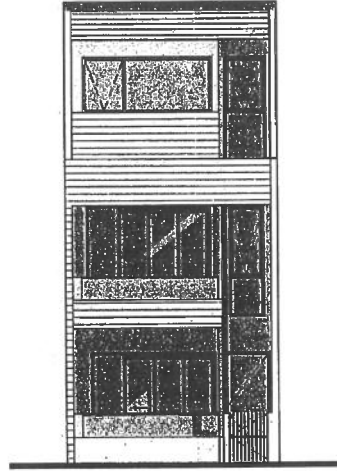
Type B - Laguna

Waterline, Hope Island

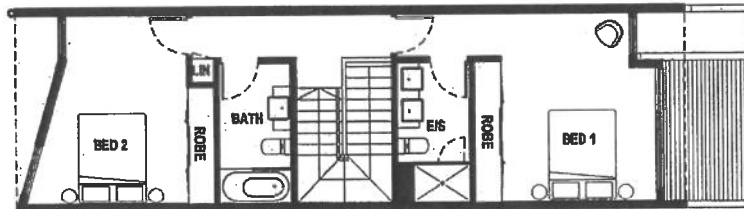
rothelöwman
 Brisbane, Melbourne, Sydney
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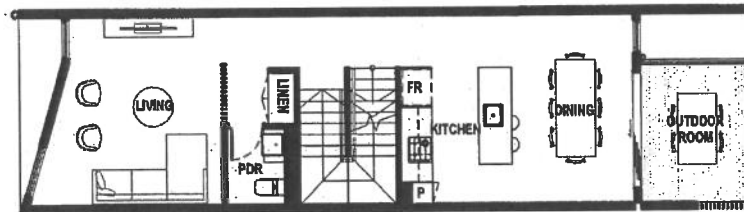
LANEWAY FACADE



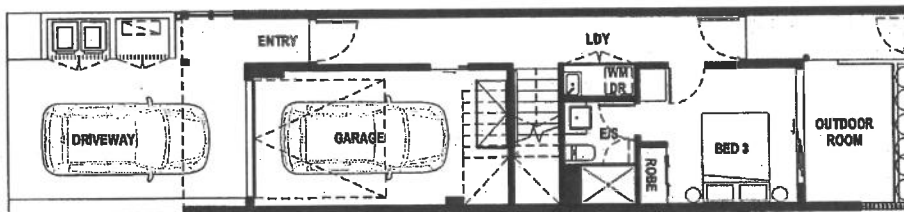
FACADE



SECOND FLOOR



FIRST FLOOR

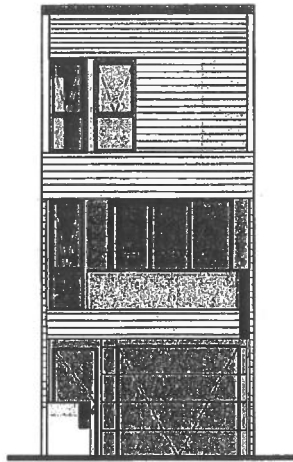


GROUND FLOOR

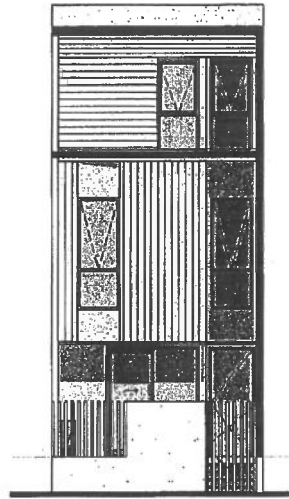
Type C - Whitehaven

Waterline, Hope Island

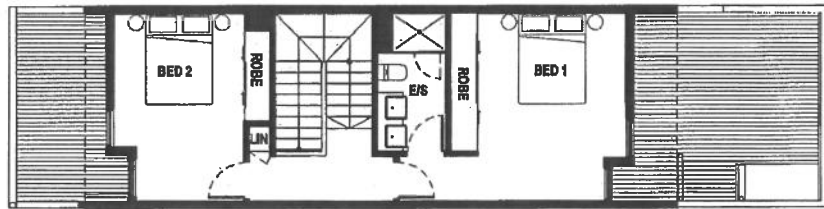
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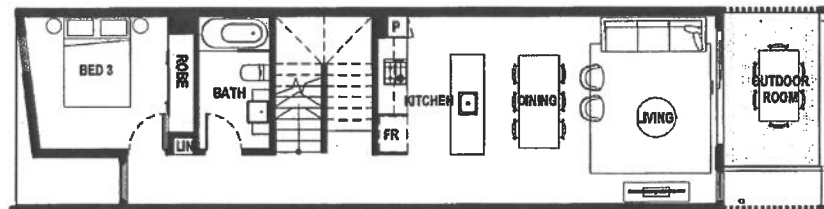
LANEWAY FACADE



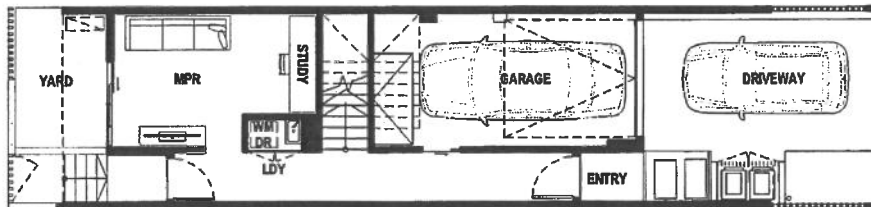
BOULEVARD FACADE



SECOND FLOOR



FIRST FLOOR

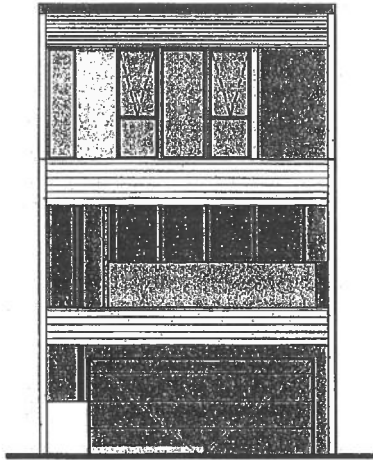


GROUND FLOOR

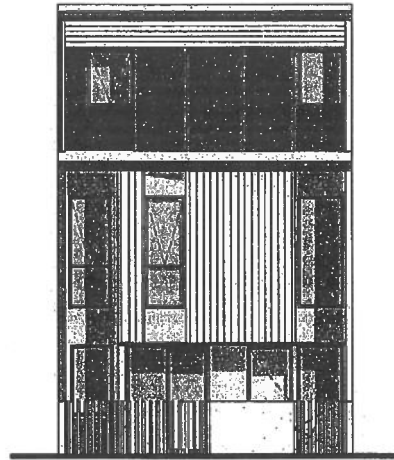
Type D - San Sebastian

Waterline, Hope Island

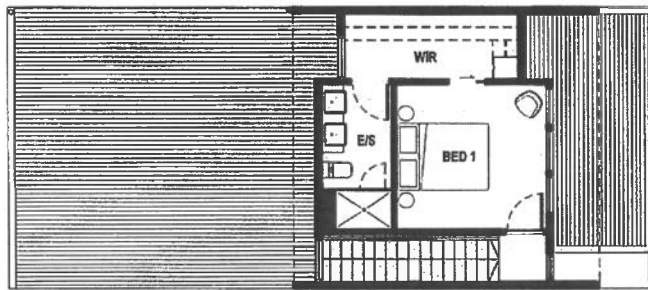
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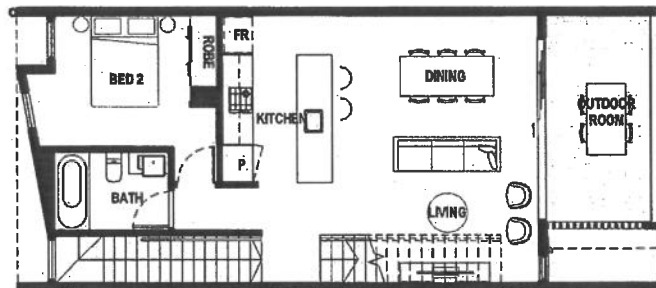
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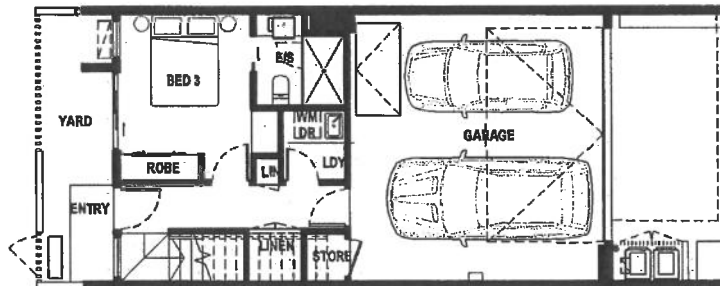
BOULEVARD FACADE



SECOND FLOOR



FIRST FLOOR

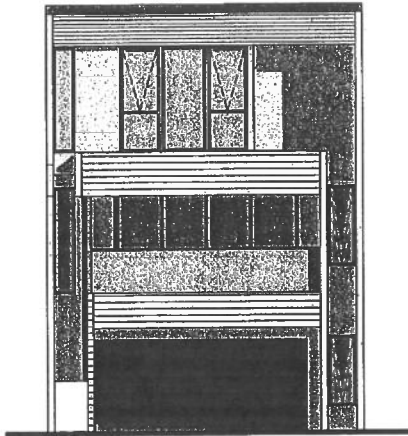


GROUND FLOOR

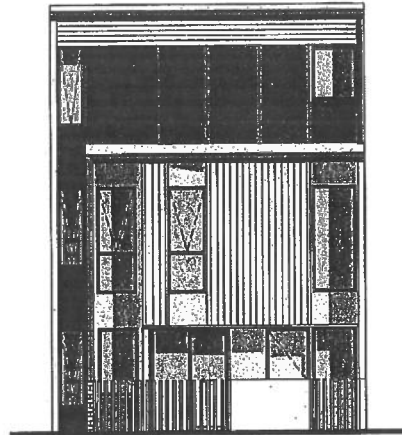
Type E1 - El Ray

Waterline, Hope Island

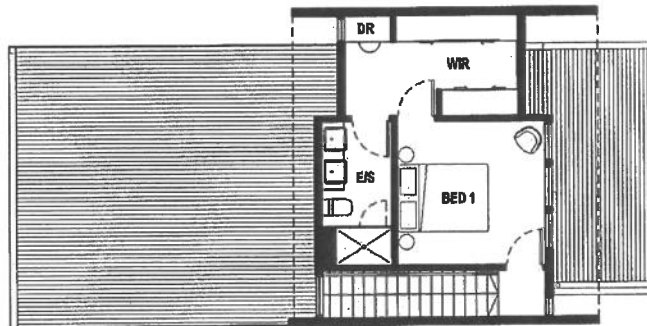
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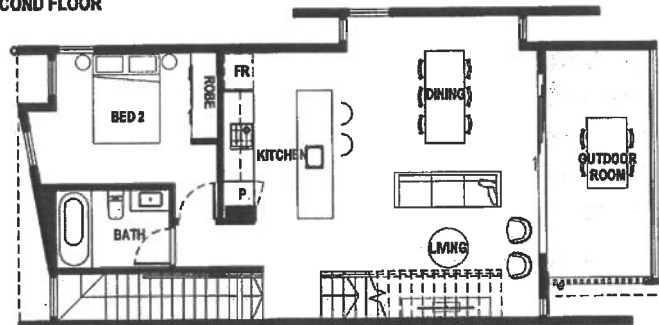
LANEWAY FACADE



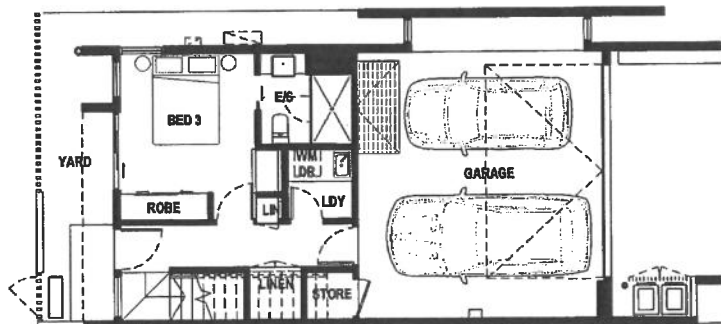
BOULEVARD FACADE



SECOND FLOOR



FIRST FLOOR



GROUND FLOOR

Type E2 - El Ray

Waterline, Hope Island

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SCHEDULE OF FINISHES

TYPE A1 - POSITANO FLOOR PLAN

BUILDING - EXTERNAL

External walls are a combination of rendered or painted lightweight cladding

Metal flashing, guttering and roofing - powder coat finish

Lower level ceiling height - 3.2m (living, dining, kitchen)

Upper level ceiling height - 2.7m

Black aluminium framed windows and doors

Tiled external alfresco area

BUILDING - INTERNAL

Ceilings, generally painted plasterboard

Internal walls, generally painted plasterboard

Square set cornices

Wool blend carpet on underlay to all bedrooms and multipurpose room

Closed tread timber stairs

Large format tile flooring to ground floor living areas and entry

Standard format tile flooring to bathroom and ensuite

Feature tiles to bathroom and ensuite (floor to ceiling, where applicable)

Tiled splashback to laundry

Entry door - solid core, painted finish, with satin chrome Trilock system

Internal doors, generally painted flush panel hollow core doors with satin chrome lever handles

JOINERY

40mm edge reconstituted stone benchtops to kitchen

Waterfall edge reconstituted stone to kitchen bench

Low iron colourback glass splashback to kitchen

Soft close cupboards and drawers

Two pack polyurethane painted finish to kitchen cupboards

Reconstituted stone benchtops with apron to bathrooms and ensuites

Laminate finish to bathrooms/ensuite cupboards

Mirrored shaving cabinets to ensuites

Mirror finish sliding doors to all bedroom robes (excluding walk-in-robe)

Prefinished hanging rail with top shelf to robe

Linen cupboard with melamine shelves

ELECTRICAL/GAS

Recessed LED downlights generally

Bathrooms & ensuites fitted with 3-in-1 exhaust/light/heater combo

Exhaust fan provided to internal powder rooms and laundries

Gas instantaneous hot water system

Hard-wired smoke detectors to authority requirements

Day/night ducted, reverse cycle air-conditioning system

Ceiling fan to bedrooms, living and multipurpose room

SUSTAINABILITY

Provisioning for solar panels (conduit only, panels and wiring not included)

LED lighting generally used

Whirlybirds

Wall and ceiling insulation

KITCHENWARE

Double bowl undermount sink to kitchen

Kitchen sink mixer

Miele electric oven - 600mm wide

Miele gas cooktop - 900mm wide

Miele slideout rangehood - 900mm wide

Miele semi-integrated dishwasher

Inclusion in the Miele at Home service program

SANITARYWARE

Wall-faced toilet suite

Porcelain vanity basins

Hand held shower on rail to showers

Flickmixer tapware to bathrooms, ensuites, powder and laundry

Towel rail and toilet roll holder

Semi-frameless glass shower screens

45L laundry tub

DATA AND COMMUNICATIONS

Television points to living, multipurpose room and master bedroom

Telephone point to kitchen

Data points to living, master bedroom and multipurpose room

Provision for Satellite TV to distribution point off living (service connection and dish not included)

Provision for NBN (service connection not included)

SECURITY

Security screens (Clearshield or similar) to front door and alfresco doors

Security screens to fall hazard windows

Flyscreens throughout

GENERAL

1 key locked mailbox with street number to street frontage

Additional street number and lighting to gated access

Fold down clothesline located in the garage

Garden bed with planting and grass (where applicable)

Broom finish concrete to garage floor

Screened external bin store

DISPLAY SUITE

Northwater Drive, Hope Island, Queensland 4212
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This floorplan is an artist's impression, is not to scale and should be used as a guide only. The dimensions are indicative only and subject to change without notice. Please refer to the contract of sale for specifications and the Inclusions list for details on landscaping, fencing, gates, driveways, turf etc. Purchasers must rely on their own enquiries and the contract of sale.

SCHEDULE OF FINISHES

TYPE A2 - POSITANO FLOOR PLAN

BUILDING - EXTERNAL

External walls are a combination of rendered or painted lightweight cladding

Metal flashing, guttering and roofing - powder coat finish

Lower level ceiling height - 3.2m (living, dining, kitchen)

Upper level ceiling height - 2.7m

Black aluminium framed windows and doors

Tiled external alfresco area

BUILDING - INTERNAL

Ceilings, generally painted plasterboard

Internal walls, generally painted plasterboard

Square set cornices

Wool blend carpet on underlay to all bedrooms and multipurpose room

Closed tread timber stairs

Large format tile flooring to ground floor living areas and entry

Standard format tile flooring to bathroom and ensuite

Feature tiles to bathroom and ensuite (floor to ceiling, where applicable)

Tiled splashback to laundry

Entry door - solid core, painted finish, with satin chrome Tirlock system

Internal doors, generally painted flush panel hollow core doors with satin chrome lever handles

JOINERY

40mm edge reconstituted stone benchtops to kitchen

Waterfall edge reconstituted stone to kitchen bench

Low iron colourback glass splashback to kitchen

Soft close cupboards and drawers

Two pack polyurethane painted finish to kitchen cupboards

Reconstituted stone benchtops with apron to bathrooms and ensuites

Laminate finish to bathrooms/ensuite cupboards

Mirrored shaving cabinets to ensuites

Mirror finish sliding doors to all bedroom robes (excluding walk-in-robe).

Prefinished hanging rail with top shelf to robe

Linen cupboard with melamine shelves

ELECTRICAL/GAS

Recessed LED downlights generally

Bathrooms & ensuites fitted with 3-in-1 exhaust/light/heater combo

Exhaust fan provided to internal powder rooms and laundries

Gas instantaneous hot water system

Hard-wired smoke detectors to authority requirements

Day/night ducted, reverse cycle air-conditioning system

Ceiling fan to bedrooms, living and multipurpose room

SUSTAINABILITY

Provisioning for solar panels (conduit only, panels and wiring not included)

LED lighting generally used

Whirlybirds

Wall and ceiling insulation

KITCHENWARE

Double bowl undermount sink to kitchen

Kitchen sink mixer

Miele electric oven - 600mm wide

Miele gas cooktop - 900mm wide

Miele slideout rangehood - 900mm wide

Miele semi-integrated dishwasher

Inclusion in the Miele at Home service program

SANITARYWARE

Wall-faced toilet suite

Porcelain vanity basins

Hand held shower on rail to showers

Flickmixer tapware to bathrooms, ensuites, powder and laundry

Towel rail and toilet roll holder

Semi-frameless glass shower screens

45L laundry tub

DATA AND COMMUNICATIONS

Television points to living, multipurpose room and master bedroom

Telephone point to kitchen

Data points to living, master bedroom and multipurpose room

Provision for Satellite TV to distribution point off living (service connection and dish not included)

Provision for NBN (service connection not included)

SECURITY

Security screens (Clearshield or similar) to front door and alfresco doors

Security screens to fall hazard windows

Flyscreens throughout

GENERAL

1 key locked mailbox with street number to street frontage

Additional street number and lighting to gated access

Fold down clothesline located in the garage

Garden bed with planting and grass (where applicable)

Broom finish concrete to garage floor

Screened external bin store

DISPLAY SUITE

Northwater Drive, Hope Island, Queensland 4212
13 38 38 | covaiving.com.au | [@covahopeisland](https://www.instagram.com/covahopeisland)

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SCHEDULE OF FINISHES

TYPE B - LAGUNA FLOOR PLAN

BUILDING - EXTERNAL	SUSTAINABILITY
External walls are a combination of rendered or painted lightweight cladding	Provisioning for solar panels (conduit only, panels and wiring not included)
Metal flashing, guttering and roofing - powder coat finish	LED lighting generally used
Lower level ceiling height - 3.2m (living, dining, kitchen)	Whirlybirds
Upper level ceiling height - 2.7m	Wall and ceiling insulation
Black aluminium framed windows and doors	KITCHENWARE
Tiled external alfresco area	Double bowl undermount sink to kitchen
BUILDING - INTERNAL	Kitchen sink mixer
Ceilings, generally painted plasterboard	Miele electric oven - 600mm wide
Internal walls, generally painted plasterboard	Miele gas cooktop - 900mm wide
Square set cornices	Miele slideout rangehood - 900mm wide
Wool blend carpet on underlay to all bedrooms and multipurpose room	Miele semi-integrated dishwasher
Open tread, timber stairs	Inclusion in the Miele at Home service program
Large format tile flooring to ground floor living areas and entry	SANITARYWARE
Standard format tile flooring to bathroom and ensuite	Wall-faced toilet suite
Feature tiles to bathroom and ensuite (floor to ceiling, where applicable)	Porcelain vanity basins
Tiled splashback to laundry	Hand held shower on rail to showers
Entry door - solid core, painted finish, with satin chrome Trilock system	Flickmixer tapware to bathrooms, ensuites, powder and laundry
Internal doors, generally painted flush panel hollow core doors with satin chrome lever handles	Towel rail and toilet roll holder
JOINERY	Semi-frameless glass shower screens
40mm edge reconstituted stone benchtops to kitchen	45L laundry tub
Waterfall edge reconstituted stone to kitchen bench	DATA AND COMMUNICATIONS
Low iron colourback glass splashback to kitchen	Television points to living, multipurpose room and master bedroom
Soft close cupboards and drawers	Telephone point to kitchen
Two pack polyurethane painted finish to kitchen cupboards	Data points to living, master bedroom and multipurpose room
Reconstituted stone benchtops with apron to bathrooms and ensuites	Provision for Satellite TV to distribution point off living (service connection and dish not included)
Laminate finish to bathrooms/ensuite cupboards	Provision for NBN (service connection not included)
Mirrored shaving cabinets to ensuites	SECURITY
Mirror finish sliding doors to all bedroom robes (excluding walk-in-robe)	Security screens (Clearshield or similar) to front door and alfresco doors
Prefinished hanging rail with top shelf to robe	Security screens to fall hazard windows
Linen cupboard with melamine shelves	Flyscreens throughout
ELECTRICAL/GAS	GENERAL
Recessed LED downlights generally	1 key locked mailbox with street number to street frontage
Bathrooms & ensuites fitted with 3-in-1 exhaust/light/heater combo	Additional street number and lighting to gated access
Exhaust fan provided to internal powder rooms and laundries	Fold down clothesline located in the garage
Gas instantaneous hot water system	Garden bed with planting and grass (where applicable)
Hard-wired smoke detectors to authority requirements	Broom finish concrete to garage floor
Day/night ducted, reverse cycle air-conditioning system	Screened external bin store
Ceiling fan to bedrooms, living and multipurpose room	

DISPLAY SUITE

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SCHEDULE OF FINISHES

TYPE C - WHITEHAVEN FLOOR PLAN

BUILDING - EXTERNAL

External walls are a combination of rendered or painted lightweight cladding

Metal flashing, guttering and roofing - powder coat finish

Lower level ceiling height - 2.55m

Mid level ceiling height - 2.7m (living, dining, kitchen)

Upper level ceiling height - 2.55m

Black aluminium framed windows and doors

Tiled external alfresco area

BUILDING - INTERNAL

Ceilings, generally painted plasterboard

Internal walls, generally painted plasterboard

Square set cornices

Wool blend carpet on underlay to all bedrooms and multipurpose room

Carpeted stairs

Large format tile flooring to ground floor living areas and entry

Standard format tile flooring to bathroom and ensuite

Feature tiles to bathroom and ensuite (floor-to-ceiling, where applicable)

Tiled splashback to laundry

Entry door - solid core, painted finish, with satin chrome Trilock system

Internal doors, generally painted flush panel hollow core doors with satin chrome lever handles

JOINERY

40mm edge reconstituted stone benchtops to kitchen

Waterfall edge reconstituted stone to kitchen bench

Low iron colourback glass splashback to kitchen

Soft close cupboards and drawers

Laminate finish to kitchen cupboards

Reconstituted stone benchtops with apron to bathrooms and ensuites

Laminate finish to bathrooms/ensuite cupboards

Mirrored shaving cabinets to ensuites

Prefinished hanging rail with top shelf to robe interior

Prefinished hanging rail with top shelf to walk in robe (master)

Linen cupboard with 4 melamine shelves

ELECTRICAL/GAS

Recessed LED downlights generally

Bathrooms and ensuites fitted with exhaust/light combo

Exhaust fan provided to internal powder rooms and laundries

Gas instantaneous hot water system

Hard-wired smoke detectors to authority requirements

Reverse cycle air-conditioning split system to living room and master bedroom

Ceiling fan to bedrooms, living and multipurpose room

SUSTAINABILITY

Provisioning for solar panels (conduit only, panels and wiring not included)

LED lighting generally used

Whirlybirds

Wall and ceiling insulation

KITCHENWARE

Double bowl undermount sink to kitchen

Kitchen sink mixer

European electric oven - 600mm wide

European gas cooktop - 600mm wide

European slideout rangehood - 600mm wide

European dishwasher

SANITARYWARE

Wall-faced toilet suite

Porcelain vanity basins

Hand held shower on rail to showers

Flickmixer tapware to bathrooms, ensuites, powder and laundry*

Towel rail and toilet roll holder

Clear toughened framed glass shower screens

45L laundry tub

DATA AND COMMUNICATIONS

Television points to living room, multipurpose room and master bedroom

Telephone point to kitchen

Data points to living, master bedroom and multipurpose room

Provision for Satellite TV to the living room (service connection and dish not included)

Provision for NBN (service connection not included)

SECURITY

Security screens (Clearshield or similar) to front door and ground level alfresco

Security screens to fall hazard windows

Flyscreens throughout

GENERAL

1 key locked mailbox with street number to street frontage

Additional street number and lighting to gated access

Fold down clothesline located in the garage

Garden bed with planting and turf*

Broom finish concrete to garage floor

Screened external bin store

*where applicable

DISPLAY SUITE

Northwater Drive, Hope Island, Queensland 4212
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SCHEDULE OF FINISHES

TYPE D - SAN SEBASTIAN FLOOR PLAN

BUILDING - EXTERNAL

External walls are a combination of rendered or painted lightweight cladding

Metal flashing, guttering and roofing - powder coat finish

Lower level ceiling height - 2.55m

Mid level ceiling height - 2.7m (living, dining, kitchen)

Upper level ceiling height - 2.55m

Black aluminium framed windows and doors

Tiled external alfresco area

BUILDING - INTERNAL

Ceilings, generally painted plasterboard

Internal walls, generally painted plasterboard

Square set cornices

Wool blend carpet on underlay to all bedrooms and multipurpose room

Carpeted stairs

Large format tile flooring to ground floor living areas and entry

Standard format tile flooring to bathroom and ensuite

Feature tiles to bathroom and ensuite (floor-to-ceiling, where applicable)

Tiled splashback to laundry

Entry door - solid core, painted finish, with satin chrome Trilock system

Internal doors, generally painted flush panel hollow core doors with satin chrome lever handles

JOINERY

40mm edge reconstituted stone benchtops to kitchen

Waterfall edge reconstituted stone to kitchen bench

Low iron colourback glass splashback to kitchen

Soft close cupboards and drawers

Laminate finish to kitchen cupboards

Reconstituted stone benchtops with apron to bathrooms and ensuites

Laminate finish to bathrooms/ensuite cupboards

Mirrored shaving cabinets to ensuites

Prefinished hanging rail with top shelf to robe interior

Prefinished hanging rail with top shelf to walk in robe (master)

Linen cupboard with 4 melamine shelves

ELECTRICAL/GAS

Recessed LED downlights generally

Bathrooms and ensuites fitted with exhaust/light combo

Exhaust fan provided to internal powder rooms and laundries

Gas instantaneous hot water system

Hard-wired smoke detectors to authority requirements

Reverse cycle air-conditioning split system to living room and master bedroom

Ceiling fan to bedrooms, living and multipurpose room

SUSTAINABILITY

Provisioning for solar panels (conduit only, panels and wiring not included)

LED lighting generally used

Whirlybirds

Wall and ceiling insulation

KITCHENWARE

Double bowl undermount sink to kitchen

Kitchen sink mixer

European electric oven - 600mm wide

European gas cooktop - 600mm wide

European slideout rangehood - 600mm wide

European dishwasher

SANITARYWARE

Wall-faced toilet suite

Porcelain vanity basins

Hand held shower on rail to showers

Flickmixer tapware to bathrooms, ensuites, powder and laundry*

Towel rail and toilet roll holder

Clear toughened framed glass shower screens

45L laundry tub

DATA AND COMMUNICATIONS

Television points to living room, multipurpose room and master bedroom

Telephone point to kitchen

Data points to living, master bedroom and multipurpose room

Provision for Satellite TV to the living room (service connection and dish not included)

Provision for NBN (service connection not included)

SECURITY

Security screens (Clearshield or similar) to front door and ground level alfresco

Security screens to fall hazard windows

Flyscreens throughout

GENERAL

1 key locked mailbox with street number to street frontage

Additional street number and lighting to gated access

Fold down clothesline located in the garage

Garden bed with planting and turf*

Broom finish concrete to garage floor

Screened external bin store

*where applicable

DISPLAY SUITE

Northwater Drive, Hope Island, Queensland 4212
13 38 38 | covaiving.com.au | [@covahopeisland](https://www.facebook.com/covahopeisland)

This floorplan is an artist's impression, is not to scale and should be used as a guide only. The dimensions are indicative only and subject to change without notice. Please refer to the contract of sale for specifications and the inclusions list for details on landscaping, fencing, gates, driveways, turf etc. Purchasers must rely on their

SCHEDULE OF FINISHES

TYPE E1 - EL RAY FLOOR PLAN

BUILDING - EXTERNAL

External walls are a combination of rendered or painted lightweight cladding

Metal flashing, guttering and roofing – powder coat finish

Lower level ceiling height – 2.55m

Mid level ceiling height – 2.7m (living, dining, kitchen)

Upper level ceiling height – 2.55m

Black aluminium framed windows and doors

Tiled external alfresco area

BUILDING - INTERNAL

Ceilings, generally painted plasterboard

Internal walls, generally painted plasterboard

Square set cornices

Wool blend carpet on underlay to all bedrooms and multipurpose room

Carpeted stairs

Open tread timber stairs from level 1 to level 2

Large format tile flooring to ground floor living areas and entry

Standard format tile flooring to bathroom and ensuite

Feature tiles to bathroom and ensuite (floor-to-ceiling, where applicable)

Tiled splashback to laundry

Entry door – solid core, painted finish, with satin chrome Trilock system

Internal doors, generally painted flush panel hollow core doors with satin chrome lever handles

JOINERY

40mm edge reconstituted stone benchtops to kitchen

Waterfall edge reconstituted stone to kitchen bench

Low iron colourback glass splashback to kitchen

Soft close cupboards and drawers

Laminate finish to kitchen cupboards

Reconstituted stone benchtops with apron to bathrooms and ensuites

Laminate finish to bathrooms/ensuite cupboards

Mirrored shaving cabinets to ensuites

Prefinished hanging rail with top shelf to robe interior

Prefinished hanging rail with top shelf to walk in robe (master)

Linen cupboard with 4 melamine shelves

SUSTAINABILITY

Provisioning for solar panels (conduit only, panels and wiring not included)

LED lighting generally used

Whirlybirds

Wall and ceiling insulation

*where applicable

ELECTRICAL/GAS

Recessed LED downlights generally

Bathrooms and ensuites fitted with exhaust/light combo

Exhaust fan provided to internal powder rooms and laundries

Gas instantaneous hot water system

Hard-wired smoke detectors to authority requirements

Reverse cycle air-conditioning split system to living room and master bedroom

Ceiling fan to bedrooms, living and multipurpose room

KITCHENWARE

Double bowl undermount sink to kitchen

Kitchen sink mixer

European electric oven – 600mm wide

European gas cooktop – 600mm wide

European slideout rangehood – 600mm wide

European dishwasher

SANITARYWARE

Wall-faced toilet suite

Porcelain vanity basins

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Towel rail and toilet roll holder

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45L laundry tub

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Telephone point to kitchen

Data points to living, master bedroom and multipurpose room

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Provision for NBN (service connection not included)

SECURITY

Security screens (Clearshield or similar) to front door and ground level alfresco

Security screens to fall hazard windows

Flyscreens throughout

GENERAL

1 key locked mailbox with street number to street frontage

Additional street number and lighting to gated access

Fold down clothesline located in the garage

Garden bed with planting and turf*

Broom finish concrete to garage floor

Screened external bin store

DISPLAY SUITE

Northwater Drive, Hope Island, Queensland 4212
13 38 38 | covaliving.com.au | [@covahopeisland](https://www.facebook.com/covahopeisland)

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SCHEDULE OF FINISHES

TYPE E2 - EL RAY FLOOR PLAN

BUILDING - EXTERNAL

External walls are a combination of rendered or painted lightweight cladding

Metal flashing, guttering and roofing - powder coat finish

Lower level ceiling height - 2.55m

Mid level ceiling height - 2.7m (living, dining, kitchen)

Upper level ceiling height - 2.55m

Black aluminium framed windows and doors

Tiled external alfresco area

BUILDING - INTERNAL

Ceilings, generally painted plasterboard

Internal walls, generally painted plasterboard

Square set cornices

Wool blend carpet on underlay to all bedrooms and multipurpose room

Carpeted stairs

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Prefinished hanging rail with top shelf to walk in robe (master)

Linen cupboard with 4 melamine shelves

SUSTAINABILITY

Provisioning for solar panels (conduit only, panels and wiring not included)

LED lighting generally used

Whirlybirds

Wall and ceiling insulation

*where applicable

ELECTRICAL/GAS

Recessed LED downlights generally

Bathrooms and ensuites fitted with exhaust/light combo

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KITCHENWARE

Double bowl undermount sink to kitchen

Kitchen sink mixer

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European dishwasher

SANITARYWARE

Wall-faced toilet suite

Porcelain vanity basins

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Provision for NBN (service connection not included)

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Facade Colour Schemes

GOVA

— WATERLINE —

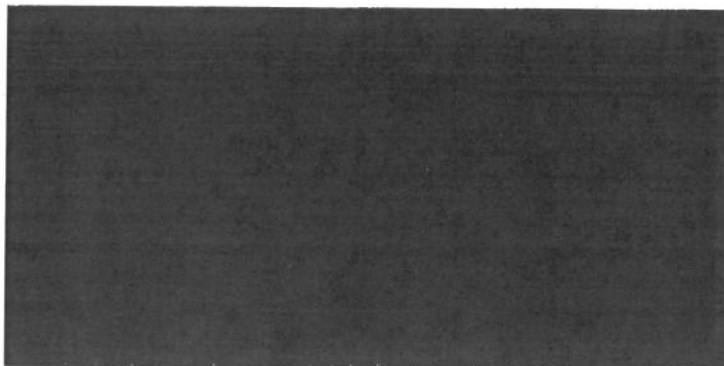
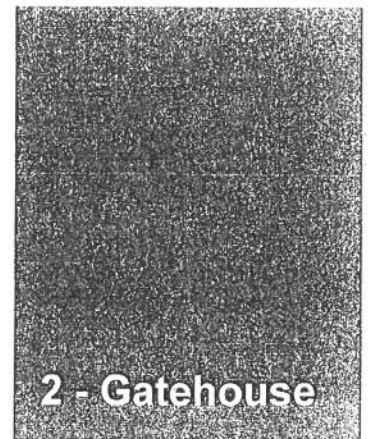
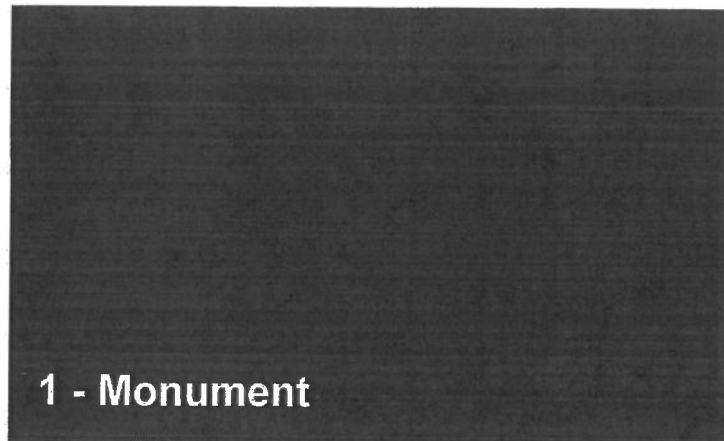
Type A - Positano

Type B - Laguna

Type C - Whitehaven

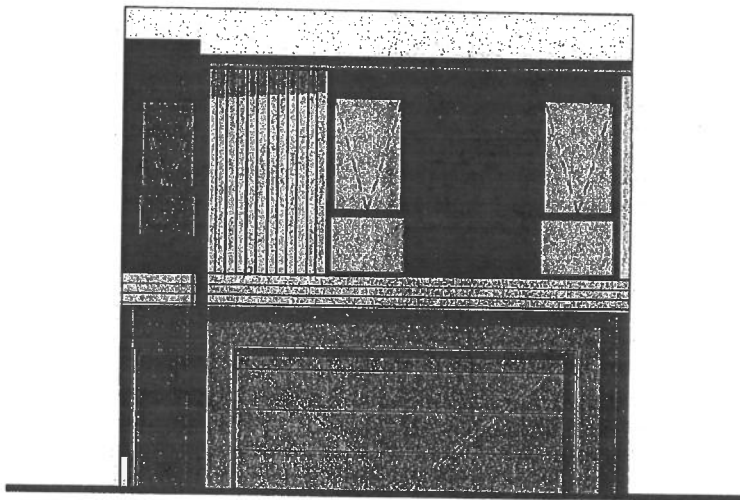
Type D - San Sebastian

Type E - El Ray

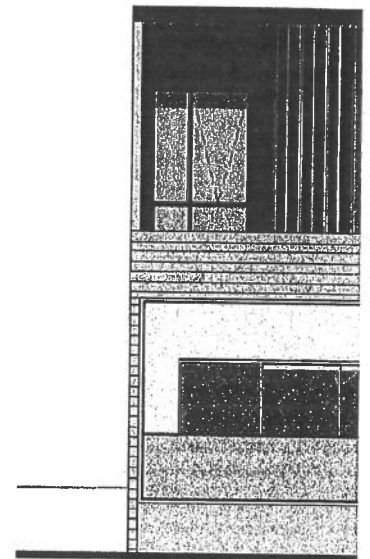


Facade Colour Schemes

Type A - Positano *Facade Type 1*

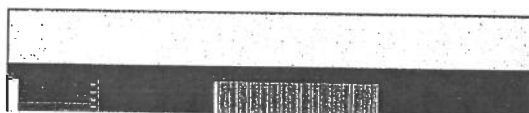


LANEWAY FACADE



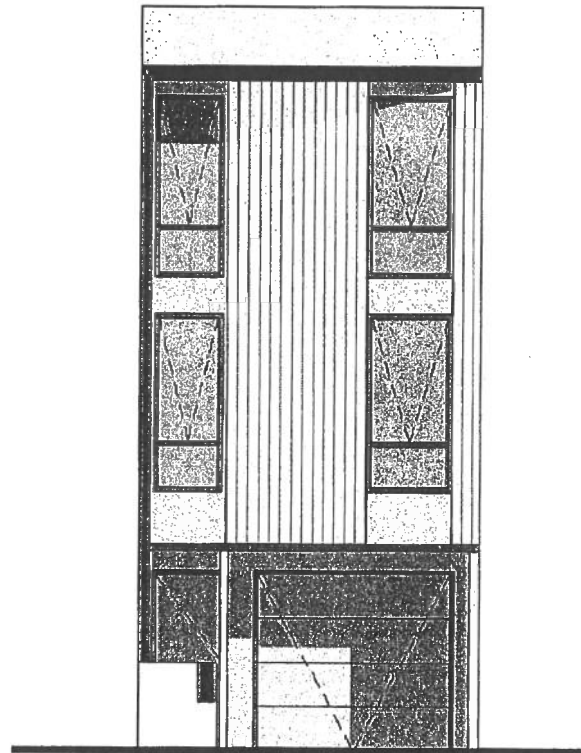
MARINA

Type B - Laguna *Facade Type 1*

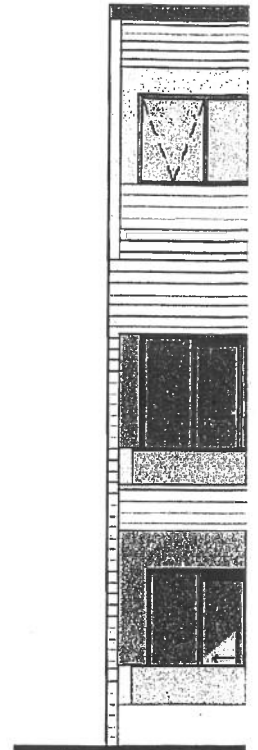


Facade Colour Schemes

Type C - Whitehaven *Facade Type 1*

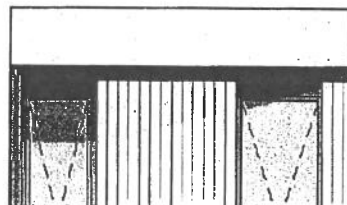


LANEWAY FACADE



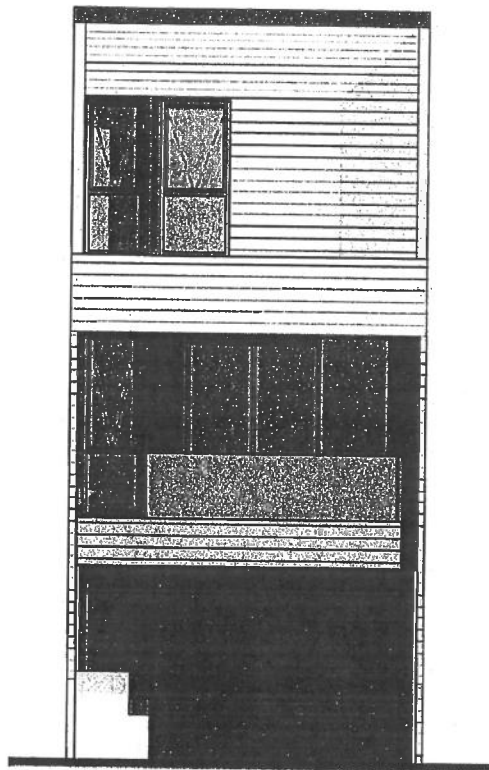
F/

Type C - Whitehaven *Facade Type 2*

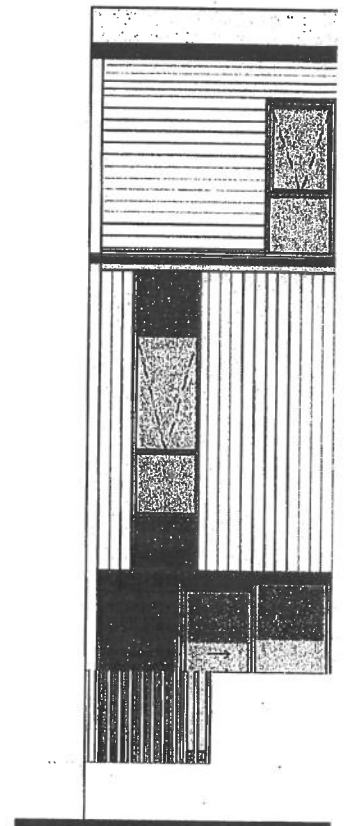


Facade Colour Schemes

Type D - San Sebastian *Facade Type 1*

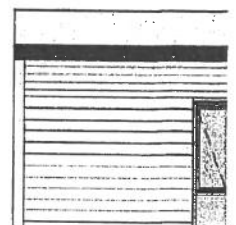


LANEWAY FACADE



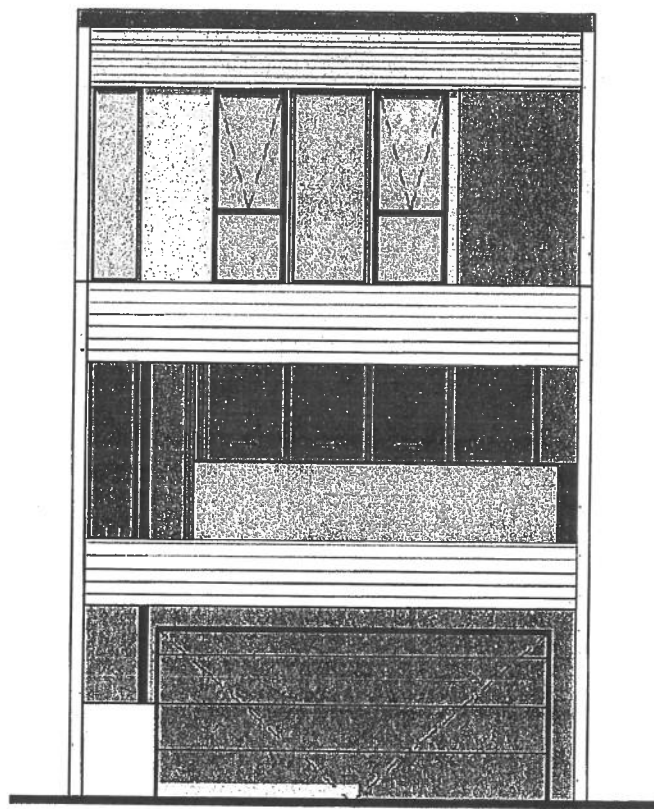
BOULEVARD FACADE

Type D - San Sebastian *Facade Type 2*

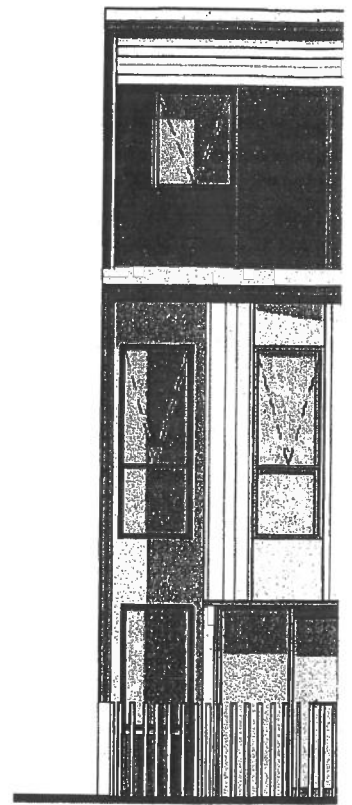


Facade Colour Schemes

Type E - El Ray *Facade Type 1*

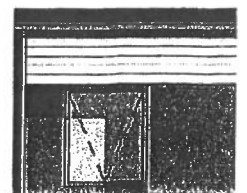
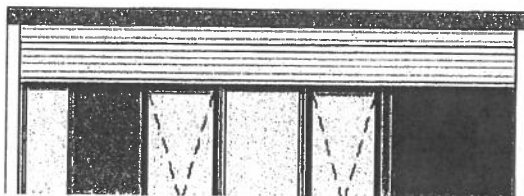


LANEWAY FACADE



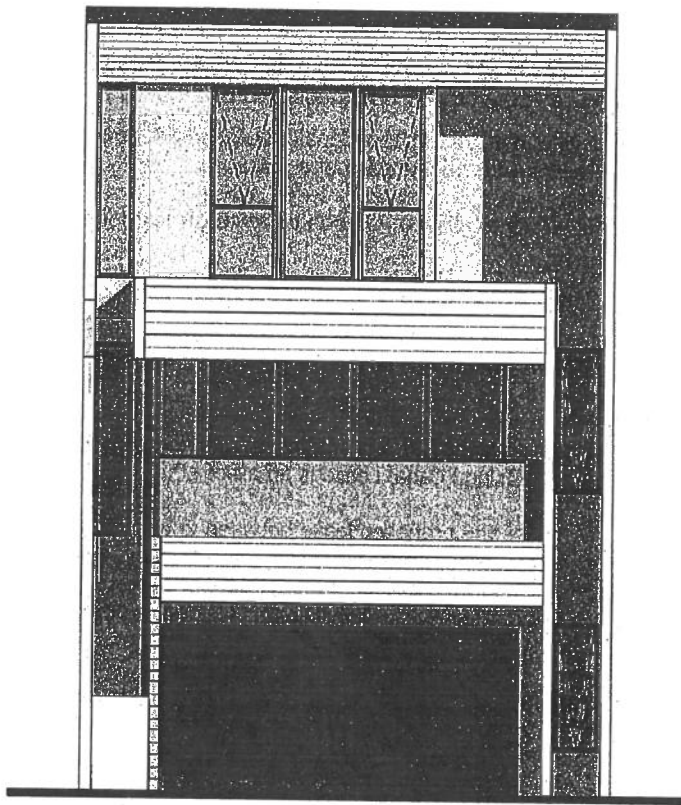
BOULEVARD FACADE

Type E - El Ray *Facade Type 2*

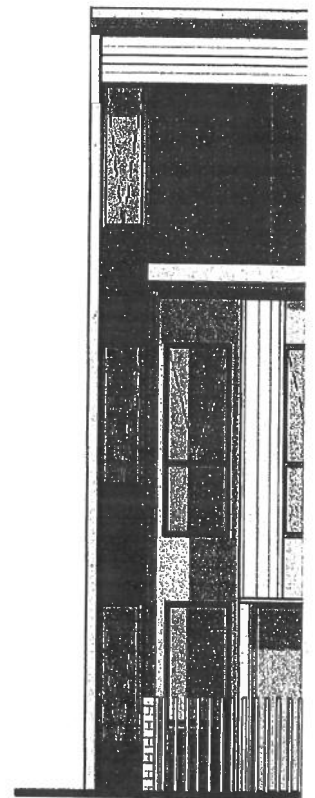


Facade Colour Schemes

Type E - El Ray *Facade Type 3*



LANEWAY FACADE



BOULI

Schedule 3

Special conditions (clause 51)

1. Matters relating to a possible Pontoon Exclusive Use Area

1.1 In this special condition:

- (a) **'Operational Works'** has the same meaning as in the Planning Act;
- (b) **'Pontoon'** means a pontoon within the Pontoon Exclusive Use Area constructed in accordance with all relevant standards and in compliance with a Pontoon Approval and any other relevant approvals;
- (c) **'Pontoon Approval'** means a development approval or approvals from the Gold Coast City Council which, subject to the conditions set out in the decision notice for the development approval:
 - (i) approves a pontoon use in the proposed Pontoon Exclusive Use Area;
 - (ii) allows for the premises under Hope Island Canal Lease and the Pontoon Exclusive Use Area to be created as a Reconfiguration of a Lot;
 - (iii) approves Operational Works to allow a Pontoon to be constructed in the Pontoon Exclusive Use Area;
- (d) **'Pontoon Exclusive Use Area'** means the area in the Hope Island Canal adjacent to each of lots 2301 to 2306 (Inclusive) on SP 302700 identified in the draft exclusive use plan in Schedule E of the Proposed CMS for the Subsidiary Scheme;
- (e) **'Pontoon Exclusive Use Right'** means an exclusive use or other special right allocation over the Pontoon Exclusive Use Area under by-law 41 of the Proposed CMS for the Subsidiary Scheme while the Hope Island Canal Lease is an asset of the Body Corporate;
- (f) **'Hope Island Canal Lease'** means the proposed lease between Council as lessor and the Body Corporate for the Subsidiary Scheme as lessee over the Hope Island Canal Lease Area C a draft copy of which is contained in the Disclosure Memorandum subject to any variations required by or negotiated with Council or as the Seller deems necessary or expedient (acting reasonably);
- (g) **'Hope Island Canal Lease Area C'** means the proposed area of the Hope Island Canal adjacent to the Lots generally identified as Lease C on draft SP304481, a draft copy of which is attached to the draft Hope Island Canal Lease contained in the Disclosure Memorandum;
- (h) **'Reconfiguration of a Lot'** has the same meaning as in the Planning Act; and
- (i) **'Stage 23 Lots'** means each of proposed lots 2301 to 2306 (Inclusive) on SP 302700.

1.2 The Buyer acknowledges and agrees:

- (a) the Seller intends to seek:
 - (i) to obtain the Pontoon Approval;
 - (ii) if the Pontoon Approval is obtained on terms reasonably satisfactory to the Seller, to procure the Council to grant and the Subsidiary Scheme Body Corporate to:
 - (A) enter into the proposed Hope Island Canal Lease; and

- (B) grant the Pontoon Exclusive Use Right for the benefit of each of the Stage 23 Lots;
- (b) while the Seller will use reasonable endeavours to obtain and procure those things:
- (i) the Seller makes no warranty any one or more of those things will be obtained or procured before or after the Settlement Date or at all;
 - (ii) this contract is not conditional on any one or more of those things being successfully obtained or procured; and
 - (iii) If any one or more of those things is not successfully obtained or procured the Pontoon Exclusive Use Right will not be included in the registered CMS and the Buyer may not Object in that regard;
- (c) matters contained in any Pontoon Approval may impact on the manner in which any Pontoon can be constructed and used and the owners and occupiers of Stage 23 Lots may need to obtain a separate Operational Works approval in order to construct and use a Pontoon within the proposed Pontoon Exclusive Use Area;
- (d) It is intended that under the terms the Pontoon Exclusive Use Right (if and when granted) the owners and occupiers of Stage 23 Lots :
- (i) will be responsible for all costs associated with the Pontoon Exclusive Use Area, including but not limited to all rent calculated under the Hope Island Canal Lease by reference to any pontoon structure in the Pontoon Exclusive Use Area;
 - (ii) Indemnify the Body Corporate against the due performance and observance of all terms of the Hope Island Canal Lease as though the owners and occupiers of Stage 23 Lots were named as Lessee in the place of the Body Corporate so far as relates to the Pontoon Exclusive Use Area;
 - (iii) will be responsible for the maintenance and operating costs of the Pontoon Exclusive Use Area and to keep the Pontoon Exclusive Use Area and any structures in the Pontoon Exclusive Use Area in good repair and condition and in a clean and tidy state;
- (e) the Buyer:
- (i) acknowledges that the Pontoon Exclusive Use Right is Intended only to be granted for the benefit of the Stage 23 Lots adjoining the Hope Island Canal Lease Area C and will not be granted for the benefit of the Lot;
 - (ii) has had the opportunity to review, consider and seek independent advice in respect of the matters set out in this special condition;
 - (iii) consents to and approves each of the matters in this special condition; and
 - (iv) is not entitled to Object as a result of any matter set out in this special condition.

ANDREW WHELDON

SOLICITOR

Our Ref: 192137LAW

20 May 2021

Invoice No: 11754

PJM Meyer SMSF Pty Ltd ACN 643 258
011 as trustee for PJM Meyer SMSF
20 Promenade Circuit
HOPE ISLAND QLD 4212

538 South Pine Rd EVERTON PARK QLD
4053

PO BOX 808
EVERTON PARK QLD 4053

Phone No (07) 3855 8880 Fax No (07) 3855
8881

Email Address office@andrewwheldon.com.au
Web Address www.andrewwheldon.com.au

TAX INVOICE

ABN: 96119277254

Re: Your purchase from Australand Land and Housing No. 5 (Hope Island) Pty Ltd ACN 106 404 942, Australand Land and Housing No. 7 (Hope Island) Pty Ltd ACN 106 487 334 and Australand Land and Housing No. 8 (Hope Island) Pty Ltd ACN 106 487 414

Property: Lot 2426, Cova Central Residences, Hope Island

Professional Fees

Date	Description	Amount	GST
19/05/2021	Attending to Purchase (including deed of rescission and new contract)	\$2,347.45	\$234.74
		\$2,347.45	\$234.74

Disbursements

Date	Description	Amount	GST
	InfoTrack search fee	\$511.51	\$35.40
		\$511.51	\$35.40

Amount (Ex GST)	+	\$2,858.96
GST	+	\$270.14
Payments Received	-	\$3,129.10
Adjustments	-	\$ 0.00
Balance Due	=	NIL

With Compliments
Andrew Wheldon Solicitor

E & O.E

LEGAL COSTS NOTICE

In the event of dispute in relation to legal costs the following avenues are open to you under the Legal Profession Act (Qld) 2007 (the Act):

- (a) apply under Division 7 of the Act to have the Bill of costs assessed for fairness and reasonableness by a Costs Assessor;
- (b) apply to the Supreme Court to have the Costs Agreement set aside under Section 328 of the Act.

If you wish to make an application to have the costs assessed, the Application must be made within twelve (12) months after:

- (a) the bill was given or a request for payment was made;
- (b) the costs were paid, if neither a bill was given, nor a request was made.

If you wish to have a Costs Agreement set aside, you must apply to the Supreme Court no later than six (6) years from the date the cause of action arose.

ANDREW WHELDON

SOLICITOR

538 South Pine Rd (PO Box 808)
EVERTON PARK QLD 4053

Phone No (07) 3855 8880
Fax No (07) 3855 8881

Email Address
office@andrewwheldon.com.au

LAW:REC:192137LAW

20 May 2021

Dear Paul,

**RE: PJM MEYER SMSF PTY LTD ACN 643 258 011 AS TRUSTEE FOR PJM MEYER SMSF PURCHASE FROM AUSTRALAND LAND AND HOUSING NO. 5 (HOPE ISLAND) PTY LTD ACN 106 404 942, AUSTRALAND LAND AND HOUSING NO. 7 (HOPE ISLAND) PTY LTD ACN 106 487 334 AND AUSTRALAND LAND AND HOUSING NO. 8 (HOPE ISLAND) PTY LTD ACN 106 487 414
PROPERTY: LOT 2426, COVA CENTRAL RESIDENCES, HOPE ISLAND**

We confirm our earlier advice to you that the Contract for the purchase of the Property settled on 19 May 2021.

Settlement

We enclose a copy of the final settlement statement which sets out the adjustments to the purchase price and details of the cheques provided at settlement for the balance purchase price.

At settlement, the Seller delivered a signed transfer of the Property in exchange for cheques for the balance purchase price. Cheques for the balance purchase price were drawn from the funds you provided to us.

The purchase price was adjusted to take account of the Seller's liability for outgoing for the Property up to and including the settlement date and your liability for outgoing from that date. You will be responsible for the payment of all future notices of assessment of outgoing for the Property.

Transfer of Title

Although settlement generally marks the conclusion of the financial arrangements between you and the Seller, you do not become the legal owner of the Property until registration of the transfer of the Property in the Land Titles Office.

Settlement was carried out using the PEXA system. The transfer was lodged electronically after settlement and has been registered. We have enclosed a copy of the registration confirmation statement issued by the Registrar of Titles showing that you are now recorded as the registered owner of the Property.

When the transfer is lodged for registration, the Registrar of Titles will inform the local government and various government departments of the change of ownership of the Property so that relevant records may be updated. This should ensure that all future notices for the Property are directed to you. Please diarise to check if you receive rates and water charges assessment notices for the Property in the next assessment period.

Until 1 October 2019, the issuing of a certificate of title for a property generally prevented future dealings from being registered in the Land Titles Office without production of that certificate of title. From this date, a certificate of title for a property ceased to have any legal effect which means that dealings can be registered affecting the property without the need to produce a certificate of title. If you become aware of any potential or actual unauthorised dealings with the property, it is important that you take immediate action in relation to it.

Documents

We have enclosed the original stamped Contract which you should retain in a safe place for future reference.

Notice to Body Corporate

As you have become the owner of a lot in a community titles scheme, you are required to give notice to the body corporate for the scheme setting out details of your name, address and about the way you became the owner of the lot so that the body corporate roll may be updated. We have enclosed a copy of the notice we have given to the body corporate on your behalf. Please diarise to check if you receive a levy notice from the body corporate for the Property in the next levy period.

Transfer Duty

The transfer duty assessment for your purchase did not include a concession. This was based on the property being for investment purposes and not your principal place of residence after settlement.

Land Tax

If, in connection with the purchase of the Property, you did not declare that you purchased the Property as your principal place of residence, you may be liable to pay land tax in relation to the Property. Land tax is calculated by reference to the taxable value of a property (i.e. the value of the land). The taxable value of all property of an owner in Queensland is aggregated to determine the rate of land tax payable. Absentee landowners (i.e. landowners who do not usually live in Australia, except Australian Citizens) may be liable to pay additional land tax.

If you require advice in relation to your land tax liable, please contact us.

Insurance

Building insurance must be effected from the business day after the contract is signed and is normally effected as a requirement of the lender. However if you have not already done so, please attend to this immediately. You may also wish to arrange for a contents policy at the same time.

Future sale of Property

If at some point in time you wish to sell the Property, it will be important to consider whether matters affecting the Property should be disclosed to the Buyer (either to satisfy your disclosure obligations or to deal with relevant contractual obligations or warranties). The searches that we undertook in connection with your purchase of the Property can obviously only be considered current at the time that they were obtained and, for this reason, they will be of limited value when dealing with a future sale. Despite this, we recommend that you retain the Contract and Property Report that we provided to you so that you may refer to it if you later decide to sell the Property.

If you plan to move overseas for more than six months in any given year, obtain tax advice as CGT consequences may apply if you sell the Property whilst a foreign resident.

Our Account and Trust Account Statement

We have enclosed our account for our professional costs and our outlays for the work undertaken by us in this matter.

We have also enclosed a trust account statement which sets out details of the funds received into our trust account in connection with this transaction and how those funds have been disbursed.

Wills

Now that your conveyancing matter is complete you should ensure, if you have not already done so, that you have up to date wills, powers of attorney, and perhaps advance health directives. If we can assist you with this please let us know.

Our instructions in this matter now appear to be complete and our retainer to act for you regarding the purchase of the Property has ended.

Yours faithfully
Andrew Wheldon Solicitor





Department of Resources
ABN 59 020 847 551

Lodger Code: PX 00360

ANDREW WHELDON SOLICITOR
2/538 SOUTHPINE RD
EVERTON PARK QLD 4053

Title Reference:	51250183
Lodgement No:	5046268
Office:	PEXA

This is the current status of the title as at 07:19 on 20/05/2021

ESTATE AND LAND

Estate in Fee Simple

LOT 2426 SURVEY PLAN 313560
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 52381
COMMUNITY MANAGEMENT STATEMENT 37420

REGISTERED OWNER

Dealing No: 720802772 19/05/2021

PJM MEYER SMSF PTY LTD A.C.N. 643 258 011
UNDER INSTRUMENT 720802772

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10196124 (POR 2)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

720802772 TFR TO TTEE

157152-801

** End of Registration Confirmation Statement **

EV Dann
Registrar of Titles and Registrar of Water Allocations