

## Warning statement

Property Agents and Motor Dealers Act 2000

This form is effective from 1 July 2009

The contract attached to this warning is subject to a five day cooling-off period.

Department of Employment, Economic  
Development and Innovation (DEEDI)

**Notice to agent:** This warning statement must be:

- attached to the **FRONT** of a contract for sale of residential property (vacant land or land and already existing house) and;
- signed by the buyer **BEFORE** the attached contract is signed.

If this is not done, the buyer may terminate the contract.

# WARNING

**Do NOT sign** the attached contract without reading and understanding this warning.

**Do not sign** if you feel pressured.

**You should obtain independent legal advice  
and an independent valuation of the property**

Before signing or during the five day cooling-off period the Office of Fair Trading strongly recommends you:

- contact the Queensland Law Society on 07 3842 5842 or [www.qls.com.au](http://www.qls.com.au) for advice on finding a solicitor.
- contact the Australian Property Institute on 07 3832 3139 or [www.propertyinstitute.com.au](http://www.propertyinstitute.com.au) or the Valuers Registration Board on 07 3221 3892 or [www.valuersboard.qld.gov.au](http://www.valuersboard.qld.gov.au) to find a suitable valuer.
- arrange a search for the property's sales history from your local Department of Environment and Resource Management on 07 3227 6626, or for a map of latest sales [www.nrw.qld.gov.au](http://www.nrw.qld.gov.au).

### House and land package buyers:

Is the building contract fairly valued? Seek quotes from several different builders (see note on page 2).

### STOP!!

Before signing this form or the contract have you read and understood the information about your rights?



**Buyer(s):**

I/we have read this warning statement and the important information over the page.

First names .....

First names .....

Last name .....

Last name .....

Signature .....

Signature .....

Date   /   under Power of Attorney

Date   /   /

**Independent legal advice**

Do you fully understand the legal consequences of signing this contract? Are you sure the advice you've been given is totally independent? Before signing the contract, the Office of Fair Trading strongly recommends you seek independent legal advice and clarify any queries or concerns you have about buying the property. Exercise extreme caution in accepting the advice of anyone referred to you by the seller or his/her agent. If you engage *any* lawyer in relation to purchasing the property, they must give you a certificate about their independence from the seller or anyone else included in the sale, and about benefits the lawyer expects to receive from the sale.

**Valuation of property**

Are you sure the purchase price is fair? Before the cooling-off period expires seek independent advice from a registered valuer. Ask the valuer if they have Professional Indemnity Insurance, have a relationship with any person involved with the property you're buying, and about the valuation cost.

Further information on how to deal with valuers is available on [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au) (search 'valuations').

**Building contracts**

For building contracts associated with the purchase of residential property.

- Domestic building contracts have a cooling-off period (Section 72 of the *Domestic Building Contracts Act 2000*. Please refer to the Building Services Authority of Queensland for further information on building contracts). Ensure that if you exercise your cooling-off right under the residential property contract that you also give written notice to terminate the building contract.
- Ensure that the building contract price is not over valued or inflated. Get a valuation or compare homes of similar value advertised or displayed by other home builders.

**What is a cooling-off period?**

You can change your mind about purchasing a property during a 5 day cooling-off period. Use this time to seek independent legal advice and an independent valuation of the property.

**When does the cooling-off period start?**

It begins on the day you are bound by the attached contract.

Both the buyer and the seller are bound by the contract as soon as the buyer or their agent, lawyer or personal representative receives a copy of the signed contract.

In any dispute concerning the commencement of the cooling-off period, it will be up to the seller to prove the buyer received a copy of the contract.

**Note:** If the buyer is bound by the contract on a day other than a business day, the cooling-off period commences on the first business day after the day the buyer is bound by the contract.

**When does the cooling-off period end?**

It ends at 5:00 pm on the fifth business day after the cooling-off period started.

**What is a business day?**

It is a day other than a Saturday, Sunday or a public holiday.

**Can I waive or shorten the cooling-off period?**

You may, but only by obtaining a lawyer's certificate from your solicitor. If you waive the cooling-off period you will be bound by the contract from that time, subject to the terms of the contract.

**How do I terminate the contract during the cooling-off period?**

At any time before the end of the fifth day cooling-off period give a signed and dated notice to the seller or the seller's agent indicating that you wish to terminate the contract.

**Will I lose my deposit if I terminate the contract during the cooling-off period?**

The seller must refund your deposit within 14 days of termination of the contract but may deduct a termination penalty equal to 0.25% of the purchase price.

**What happens after the cooling-off period ends?**

You are legally bound to buy the property, subject to the terms in the contract. Make sure you're happy with all of the terms in the contract before you sign it and before the cooling-off period ends.

**Claim fund**

A Claim Fund exists which, in some cases, enables a buyer who suffers financial loss as a result of dealing with a real estate agent to make a claim. Strict guidelines apply. If you suffer financial loss because of buying an investment property or buying residential property directly from a property developer you **CANNOT** make a claim for compensation against the Fund. There are restrictions on claims made due to property marketeering.

**How do I know if I'm dealing with a licensed real estate agent or property developer?**

The Office of Fair Trading can help you to identify if the person you are dealing with is a licensed real estate agent, property developer or a registered salesperson of one.

Ask the person you are dealing with for proof of their licence or registration.

**Further information:**

Contact [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au) or your nearest Office of Fair Trading on 13 13 04.



# CONTRACT WARNING

## (BODY CORPORATE INFORMATION)

**Notice to Agent:** The *Property Agents and Motor Dealers Act 2000* and *Body Corporate and Community Management Act 1997* (the Act) include strict requirements for presentation of prescribed warning statements and information sheets. Failure to comply may result in cancellation of the contract.

By law the seller must attach this information sheet to the top of the contract.  
Do NOT sign the contract of sale without reading this information sheet.

In addition to the contract, you should have before you

- ☒ A separate warning statement, if the lot is a residential property, provided by the seller under the Property Agents and Motor Dealers Act 2000.
- ☒ A disclosure statement provided by the seller, containing essential information about the body corporate that you will become a member of through purchasing this property (eg. the amount of annual contributions currently set by the body corporate and payable by the lot owner).

### Community titles schemes

This contract warning contains important information you should read and understand before signing a contract to buy a lot in a community titles scheme. A community title scheme includes duplexes, residential unit blocks, high rise apartment complexes, town house complexes and some commercial premises. They contain individually owned units and common property such as lawns and access roadways.

Some new unit owners do not realise owning a lot in a community titles scheme brings with it certain obligations. You should carefully consider if living or investing in a community titles scheme suits your lifestyle and financial needs.

When a community titles scheme is established, a body corporate is created to administer the scheme. Each lot owner is automatically a member of their body corporate and enjoys certain rights and responsibilities. Owners are not able to decline to be a member of their body corporate. Normally, an elected committee carries out day to day functions on behalf of the body corporate. Bodies corporate may also engage service providers such as body corporate managers and on-site managers, caretakers and letting agents.

Common obligations of a body corporate include:

- administering the common property and any body corporate assets
- enforcing the by-laws for the scheme, such as noise levels, the keeping of pets, car parking and a range of other matters
- arranging compulsory body corporate insurance
- conducting general meetings of owners, adopting budgets, and levying contributions to fund the operation of the body corporate
- maintaining bank accounts, keeping records, and preparing financial statements

Common obligations of individual lot owners include:

- making financial contributions toward the body corporate administrative costs
- complying with by-laws
- maintaining their lot in good condition

### **Suggested searches and matters to investigate**

There are significant differences between owning a lot in a community titles scheme and owning other types of property (such as a detached house). In addition to carrying out conveyancing searches, it is also recommended you investigate a number of special body corporate matters through the following sources:

#### **1. Department of Natural Resources and Water, Land Registry**

Obtain a copy of the community management statement for the scheme from the nearest Land Registry Service Centre of the Department of Natural Resources and Water. The community management statement provides important details about the particular community titles scheme including details of any proposed future development of the scheme, the lot entitlements, by-laws and the regulation module applying to the scheme. Further information is available from the Brisbane Land Registry Office Service Centre by phoning (07) 3227 6626 or via the Department website: [www.nrw.qld.gov.au](http://www.nrw.qld.gov.au)

#### **2. Department of Justice and Attorney-General, Office of the Commissioner for Body Corporate and Community Management**

Conduct a search at the Office of the Commissioner for Body Corporate and Community Management for any Adjudicator's Orders (a decision regarding the outcome of a dispute) made concerning the scheme.

General information is also provided about body corporate rules and regulations. For more information, phone **1800 060 119** or visit [www.justice.qld.gov.au/bccm](http://www.justice.qld.gov.au/bccm)

#### **3. Body Corporate Secretary**

Obtain a Body Corporate Information Certificate from the body corporate secretary, or body corporate manager, whose name and address is supplied in the disclosure statement. Compare the disclosure statement with the information certificate, as inaccurate information in the disclosure statement may give you grounds to cancel the contract (Sections 209 or 217 of the Act).

A search of the body corporate records can provide other important information, such as whether any improvements to the lot you are purchasing (balcony enclosure, air conditioning) were approved, whether any conditions apply, and who is responsible for their maintenance and insurance.

Also, check for any agreements the body corporate may have entered into, for example, caretaking, letting, body corporate management or lift maintenance.

### **Checklist**

- ☒ By purchasing this property, do you know you will be part of a body corporate?
- ☒ Are you aware of any contracts the body corporate is a party to?
- ☒ Have you read and understood the body corporate by-laws?
- ☒ Do you understand your likely financial contributions to the body corporate?
- ☒ Do you understand your maintenance responsibilities?
- ☒ Do you understand the role of the body corporate manager and on-site manager (if appointed)?

**You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing the property or your prospective rights and obligations as a member of a body corporate.**

# Riverwood 62

## SALE CONTRACT

Reference Schedule

12<sup>th</sup> October 2009

[If not completed, the date the Seller signs the Contract applies]

### Contract Date

Agent:

(address)

(telephone)

Propel Realty Pty Ltd trading as WPS Realty

Level 17, 1 Alfred St Sydney NSW 2000

02 9252 5422

(facsimile)

02 9252 5422

### Parties

Seller:

(address)

(telephone)

Devine Limited ACN 010 769 365

3 Westmoreland Boulevard

(07) 3380-2500

(facsimile)

(07) 3380-2518

Seller's Solicitor:

(address)

(telephone)

(email)

Self Acting – Devine Property Division (Ref: Natasha Holmes)

PO Box 2181, Logan City DC, Qld, 4114

(07) 3380-2542

(facsimile)

(07) 3380-2518

Deposit Holder:

Buyer:

(name)

(A.C.N.)

(address)

(telephone)

DMB Pty Ltd ACN 009 788 578

Quantum Nominees Pty Ltd

113078069 (Name of Trust)

Level 24, Grosvenor Place, 225 George Street, New Sydney NSW 2000

(facsimile)

Buyer's Solicitor:

(address)

(telephone)

HWA Ebsworth

690 Box 2033, Brisbane QLD 4001

3002 6700

(facsimile)

1300 368 717

### Property

(address)

(description)

Proposed Lot 62J, 30 Moonie Drive, Coomera "Riverwood 62"

Proposed Lot 10 being Unit J as highlighted on the Identification Plan contained in the Disclosure Documents together with exclusive use of carpark space (if any) shown as attaching to the Lot in the Proposed Community Management Statement.

### Price

(\$)

369,900.00

Total Deposit:

(\$)

36,990.00

payable to DMB Pty Ltd

Initial Deposit:

(\$)

36,990.00

on the signing of this Contract; and

Balance Deposit:

(\$)

within 21 days after the Contract Date. \*

[\*Not applicable if full Deposit paid when Buyer signs this Contract]

### Guarantor/s

[\*NB ONLY IF BUYER IS A COMPANY OR TRUSTEE]

(name/s)

(addresses)

[Complete full name and address of all Guarantors]

### Settlement Date

Refer to Clause 34 of the Contract Terms.

### Foreign Interest

☒ NO ☐ YES

[Tick as applicable. If not completed, Buyer assumed not a foreign interest.]

Buyer 1 Initials

Buyer 2 Initials

Sellers Initials

VERSION 1

# CONTRACT TERMS

## 4. MEANING OF TERMS

### 1. Reference Schedule

Terms in the Reference Schedule have the meanings shown opposite them.

### 2. Disclosure Documents

Terms used in the Disclosure Documents (including the Disclosure Statement), unless otherwise defined, have the meanings given to them in this Contract.

### 3. BCCM Act

Terms not defined in this Contract but defined in the BCCM Act have the meanings given to them in the BCCM Act.

### 4. Definitions

In this Contract, unless the context otherwise indicates:

**"Authority"** means any body, government, person or otherwise having or exercising control over the use or operation of the Scheme or the Development or any services to be provided to the Development.

**"Balance Price"** means the Price, less the Deposit, adjusted in accordance with this Contract.

**"BCCM Act"** means the Body Corporate and Community Management Act 1997.

**"Body Corporate"** means the body corporate created under Section 30 of the BCCM Act upon establishment of the Scheme.

**"Body Corporate Agreements"** means Body Corporate Manager's Agreement a draft of which is contained in the Disclosure Documents (if any).

**"Builder"** means the builder engaged to perform the building works in relation to the Building in accordance with the Building Contract.

**"Building"** means the building(s) to be built on the Land, incorporating the Lot.

**"Building Contract"** means the contract (if any) between the Seller and the Builder for building works in connection with the Building.

**"Building Management Statement"** means the Building Management Statement (if any) to be registered on Settlement as an encumbrance against the Lot with the Queensland Land Registry in respect of the management of the Building.

**"Business Day"** means any week day which is not a public holiday in Brisbane.

**"By-laws"** means the by-laws of the Body Corporate as amended from time to time.

**"Chattels"** means the chattels listed in the Specifications, intended for inclusion in the Lot.

**"Common Property"** means the common property of the Scheme.

**"Community Management Statement"** means the community management statement recorded in order to establish the Scheme.

**"Conditions Subsequent"** means the conditions set out in clause 5.1 of the Contract Terms.

**"Costs"** means any cost, charge, expense, outgoing, payment, liability or other expenditure of any nature including legal fees.

**"Deposit Bond"** means a bond (howsoever categorised) that is:

- (a) from an issuer acceptable to the Seller;
- (b) in a form satisfactory to the Seller's Solicitor;
- (c) for an amount equal to the Deposit; and
- (d) payable to the Deposit Holder on demand.

**"Development"** means the proposed development to be known as **"Riverwood 62"** intended to be constructed on the Land.

**"Disclosure Documents"** means the documents delivered to the Buyer before signing the Contract, including documents relevant to the Development, the Building and the Lot.

**"Disclosure Statement"** means the disclosure statement required under Section 213 of the BCCM Act contained in the Disclosure Documents.

**"Exclusive Use Allocation Plan"** means the plans (if any) attached to the Proposed CMS used to identify the proposed location of carpark (if any) and storage areas (if any) to be allocated for exclusive use.

**"FATA"** means the Foreign Acquisitions and Takeovers Act 1997 (Cth).

**"Foreign Interest"** means any person within the definition of "Foreign Person" in Section 21A of FATA or any person who is a "person to whom this section applies" in terms of Section 26A of that Act.

**"GST"** means goods and services tax payable under the GST Law.

**"GST Law"** means the Commonwealth legislation entitled, A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**"Guarantee"** means the form of Guarantee and Indemnity attaching to and forming part of this Contract.

## 5.2 **No Waiver**

The Seller cannot waive compliance with any of the Conditions Subsequent.

## 5.3 **Unreasonable Conditions**

The Seller must take all reasonably available steps to satisfy the Conditions Subsequent. However, if an Authority refuses to grant or revokes a necessary permit or approval, or refuses to seal the Community Management Statement or the Plan or imposes conditions on a permit, certificate or approval with which the Seller is unwilling to comply, then the Seller may cancel this Contract by notice to the Buyer. If this happens, the Deposit must be released to the Buyer. The Buyer has no further claim against the Seller.

## 5.4 **Delays**

If the failure to satisfy the Conditions Subsequent by the Sunset Date is due to delays attributable to:

- (a) damage by fire, explosion, earthquake, lightning, storm, war, civil commotion or act of terror;
- (b) legal proceedings concerning the Land or the Development;
- (c) delay of any Authority in issuing a necessary approval or permit;
- (d) inclement weather;
- (e) unavailability of materials or labour for the building of the Building;
- (f) a strike, labour dispute, lockout or industrial action, dispute or disturbance of any kind;
- (g) any other cause beyond the control of the Seller;

then the Seller may extend the Sunset Date by a period equal to the period of the delay. Certification by the Project Manager as to the causes and period of delay is sufficient proof of the things stated in the certificate.

## 5.5 **Failure of Conditions**

If the Conditions Subsequent are not satisfied by the Sunset Date (as extended) then either party may terminate this Contract by notice to the other. Nothing in this Contract prohibits the Buyer and Seller extending the date by which the Conditions Subsequent must be satisfied by

mutual agreement. On termination, the Deposit shall be released to the Buyer. The Buyer has no further claim against the Seller.

## 6. **Construction of the Development**

### 6.1 **Approvals**

- (a) The Seller promises the Buyer that:
  - (i) it has obtained or will use its best endeavours to obtain all relevant Authority approvals for the Scheme; and
  - (ii) it will procure construction of the Building, establishment of Scheme, registration of the Plan and the issue of all certificates and permits necessary to allow legal occupancy of the Lot.
- (b) The registration of the Plan and the issue of a Certificate of Classification (or equivalent) for the Scheme is sufficient proof that the Seller's promises have been satisfied.

### 6.2 **Building Standards**

The Seller will either itself build or cause the Building to be built by a reputable licensed builder, substantially in accordance with the Specifications, in a good and workmanlike manner and in accordance with all applicable laws, regulations and standards.

### 6.3 **Common Property Finishes**

All finishes, including landscaping, to the Common Property will be as determined by the Seller in its absolute discretion having regard to the standard of the Building.

### 6.4 **Defects Liability Period**

The Seller must ensure that the Building Contract includes a defects liability period (being the period within which the Builder is responsible for rectification of defective building work) which expires no earlier than 3 months after the Settlement Date.

## 7. **Inspection and Defect Fixing**

- 7.1 When the Seller is of the opinion that the building of the Lot is substantially complete, except for minor omissions and minor defects the fixing of which will not prejudice the convenient use of the Lot, the Seller must give notice to the Buyer that the Lot is available for inspection ("Inspection Notice").

the installation of pipes, wires, ducting and conduit for the provision of services to any part of the Building or the Development;

- (d) substitute Chattels, materials, fixtures or fittings described in the Specifications (including any furniture package sold under or collateral to this Contract) with other similar materials, fixtures or fittings of equivalent quality; and
- (e) vary the internal layout of the Lot and of Common Property.

8.2 The Seller may only make building variations and substitutions as described in sub-clause 1 if:

- (a) where the variation or substitution does not directly affect the Lot, it does not materially detract from the essential character or standard of the Building or the Development; and
- (b) where the variation or substitution does directly affect the Lot, it is a Minor Variation (as defined).

### 9. Effect of Minor "As Built" Variations

9.1 The Buyer agrees that there are likely to be minor discrepancies between the Development, the Building and the Lot as described in the Disclosure Documents and marketing and promotional materials (if any) and as built ("As Built Variations").

9.2 The Buyer agrees that the Seller makes no promise that the Development, the Building or the Lot will be built exactly as described in the Disclosure Documents and marketing and promotional materials (if any).

9.3 The Buyer may not object to an As Built Variation if it is:

- (a) a Minor Variation (as defined); or
- (b) permitted under clause 8;

and in particular, the Buyer is not entitled to:

- (i) object to the variation, change or substitution;
- (ii) avoid this Contract;
- (iii) claim compensation or any reduction of the Price;
- (iv) delay Settlement; or

- (v) retain any part of the Price upon Settlement.

### 10. Buyer's Rights of Compensation and Termination

10.1 If there is a Minor Variation (as defined) which is not excused by clauses 8 and 9, then the Buyer may not avoid this Contract but will be entitled to claim compensation from the Seller.

10.2 Any such claim for compensation is valid if and only if the claim is lodged in writing with the Seller before Settlement.

10.3 The measure of compensation will be the reduction in value (if any) to the Lot occurring as a result of the variation, such value to be determined by a valuer agreed between the parties and failing agreement by a valuer selected by the President for the time being of the Queensland Law Society (or their nominee). The parties agree that the valuation provided by the valuer appointed pursuant to this clause will be binding on the parties.

10.4 The Seller may give the Buyer a notice of intention to terminate this Contract if within 2 Business Days after receiving that notice the Buyer does not withdraw the Buyer's claim for compensation from the Seller. If the Buyer does not withdraw the claim, the Seller may terminate this Contract and the Deposit will be released to the Buyer. The Buyer has no further claim against the Seller.

10.5 If there is a variation which is so substantial as to justify the Buyer avoiding this Contract, then the Buyer's only right is to terminate this Contract and recover the Deposit. The Buyer has no right to damages arising out of the termination, and has no right to require specific performance of this Contract.

### 11. Variations to Lot at request of Buyer

The Buyer has no right to require variation to the building of the Building or the Lot. If the Buyer and the Seller agree to variations in the building of the Lot, then a separate agreement must be entered into and payment of the cost of the variations must (if not otherwise specified in that agreement) be made at Settlement.

### 12. Chattels

12.1 On Settlement, the Lot will contain the Chattels.

12.2 Ownership of the Chattels will pass to the Buyer on Settlement, free from all encumbrances.



- (o) the transfer of any additional land into the Scheme or the Development whether as a lot or Common Property;
- (p) the transfer or excise of any land out of the Scheme or the Development;
- (q) the Seller replacing materials disclosed in the Disclosure Statement or the Disclosure Documents;
- (r) an alteration to the Common Property or any facilities or rights in relation to their use;
- (s) an alteration in the access arrangements and facilities intended to benefit or burden the Scheme;
- (t) the Seller carrying out any form of alternative development on the Land from that intended by the Seller as at the Contract Date (providing the character of the development of the Scheme is not materially altered);
- (u) the creation of community title schemes in addition to the Scheme and / or the creation of a layered arrangement of community title schemes in the course of the Development;
- (v) the Seller making changes to the Identification Plan (and therefore the Plan) including converting the Identification Plan (and the Plan) into a series of plans to facilitate staging of the Scheme and / or the Development;
- (w) Common Property comprising the foyer area outside of a lot being added to the titled area of that lot;
- (x) Certificates of Classification being issued at different times for different parts of the Development;
- (y) construction of the Development being carried out progressively in any sequence determined by the Seller;
- (z) facilities within the Development being made available for use at different times including after Settlement;
- (aa) a change in the regulation module to apply to the Scheme upon recording of the Community Management Statement;
- (bb) the non-disclosure of service location diagrams as part of the Proposed CMS;
- (cc) electricity, water, gas or other utilities being supplied to the Lot and the Body Corporate by the Body Corporate or the Seller or any party nominated by the Seller including if the Buyer is required to enter into an agreement with such supplier in relation to the supply of the relevant utility;
- (dd) there being after Settlement continuation of construction works which may disrupt or inconvenience the Buyer or an occupier of the Lot;
- (ee) insurance for the Scheme being arranged as part of an insurance policy taken out under the Building Management Statement;
- (ff) the Seller causing the Body Corporate to have one or more extraordinary general meetings while it is the sole member and electing or confirming the appointment of the members of the Body Corporate Committee and attending to matters required by the BCCM Act;
- (gg) the Lot being recorded on the Contaminated Land Register or any similar register maintained by an Authority because the Land is or was recorded on such a register;
- (hh) the Seller causing the Body Corporate to sign the Body Corporate Agreements;
- (ii) the Seller not causing the Body Corporate to sign the Body Corporate Agreements;
- (jj) variation in the type of materials used in the building of the Building or the Development from those shown in the Specifications (if any), provided materials used are not of a lesser quality; and
- (kk) the grant of the exclusive use of areas (by Occupation Authority or otherwise) of the Common Property to the person who enters into the Body Corporate Service Contractors Agreement for the use of an office, reception, storage space or other uses reasonably ancillary to the duties of the Service Contractor.
- (ll) the existence of any electrical substation or telecommunications facility (including, without limitation, a tower or satellite dish) or similar thing that provides for the carriage of communication by any means whatsoever including electromagnetic

the Seller in order to give effect to the Power of Attorney.

- 17.7 So as to ensure the validity of the Power of Attorney, the Buyer's signing of the Contract must be witnessed. The Seller may at any time declare itself not bound by this Contract until such time as the Buyer's signing has been properly witnessed.

## **E. PROMISES AND WARRANTIES**

### **18. No requisitions by Buyer**

The Buyer has no right to make or deliver requisitions on title.

### **19. Statutory Implied Warranties**

The warranties implied by Section 223 of the BCCM Act apply to this Contract.

### **20. Promises about Title**

The Seller promises the Buyer that:

- (a) at Settlement the Seller will be the registered owner of the Lot;
- (b) the Seller is not aware of any proposed resumption affecting the Lot or any latent defect in the Lot not disclosed in the Contract or the Disclosure Documents;
- (c) the Seller is not aware of any claim which may materially adversely affect the Lot;
- (d) at Settlement, the Lot will be free from all encumbrances except those authorised by the BCCM Act, or this Contract;
- (e) any mortgage, charge or encumbrance registered over the Lot to secure any loan in favour of the Seller will be released at Settlement; and
- (f) the Seller has full legal capacity to enter into this Contract and to complete this Contract and has obtained all consents and authorities necessary for the completion on its part of this Contract.

### **21. Promises about Body Corporate**

The Seller promises the Buyer that, at Settlement:

- (a) the Body Corporate will not have any outstanding or contingent liabilities except for ordinary operating expenses, the insurance required by the BCCM Act and purposes authorised by this Contract

or disclosed in the Disclosure Statement and the Disclosure Documents;

- (b) the Seller will be shown as the original owner of the Lot on the Body Corporate roll;
- (c) the Seller will have caused the Body Corporate to effect all insurance required by the BCCM Act;
- (d) the Seller will have no knowledge or notice of any special levy or the existence of any fact that might give rise to the possibility of such a levy;
- (e) no Court will have made any order for the extinguishment of the Scheme;
- (f) the Body Corporate will not have mortgaged or charged any of its assets to secure the payment or repayment of any money, and
- (g) there will be no unsatisfied judgments against the Body Corporate.

## **22. Mistake or Breach of Promise**

Any mistake by the Seller in the description of the Land, the Lot or the Common Property or a breach of promise by the Seller:

- (a) subject to the Buyer's rights under the BCCM Act, does not entitle the Buyer to terminate this Contract;
- (b) entitles the Buyer (unless that right is limited elsewhere in this Contract) to compensation for any loss suffered by the Buyer; and
- (c) does not entitle the Buyer to delay Settlement or retain any part of the Price.

## **F. THE BUYER**

### **23. Buyer Status**

#### **23.1 *Foreign Investment Review Board***

- (a) The Buyer promises the Seller that its status as a Foreign Interest as shown in the Reference Schedule is correct.
- (b) If the Buyer is a Foreign Interest, the Buyer promises to the Seller that either:
  - (i) the Treasurer of Australia has consented under FATA to the Buyers' purchase of the Lot; or

the assets of the trust against any liability undertaken under to this Contract;

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

#### 23.4 Age of Majority

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

#### 24. Insolvency or Death of Buyer

##### 24.1 If before Settlement:

- (a) the Buyer being a company:
  - (i) resolves to go into liquidation;
  - (ii) enters into a scheme of arrangement for the benefit of its creditors;
  - (iii) is ordered to be wound up or is placed in provisional liquidation;
  - (iv) is subject to an application for its winding up; or
  - (v) is put into the control of a receiver and manager, official manager or administrator,

or

- (b) the Buyer, being a natural person:
  - (i) enters into a scheme of arrangement, composition or assignment with or in favour of the Buyer's creditors or becomes bankrupt;
  - (ii) in the reasonable opinion of the Seller is unable to pay the Buyer's debts; or
  - (iii) is sentenced to imprisonment for a term exceeding one month;

then the Buyer is in default of the Contract.

##### 24.2 If before Settlement the Buyer dies or is committed to a psychiatric hospital as defined in the Mental Health Services Act 1974, then the

Seller may terminate this Contract in which case the Deposit shall be released to the Buyer's estate or trustee as the case may be.

For the purposes of this clause "Buyer" will include any of the parties that comprise the Buyer.

#### G. PURCHASE PRICE

##### 25. Payment of Balance Price

At Settlement, the Buyer must pay the Balance Price by bank cheque(s), as directed by the Seller or the Seller's Solicitor.

##### 26. GST Included

26.1 Subject to sub-clause 2, the Price (subject to adjustments under this Contract) is the only payment which must be made by the Buyer and the Seller is not entitled to claim any additional payment from the Buyer in respect of GST (if any) payable by the Seller on this Contract.

26.2 Any GST payable in relation to variations made to the Lot at the request of the Buyer, unless otherwise specified, shall be paid by the Buyer at Settlement.

##### 27. Margin Scheme

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

27.2 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 Lot and will not be used by the Seller to work out the GST payable in respect of the supply of the Lot.

##### 28. Deposit

28.1 The Seller and the Buyer nominate the Deposit Holder as Trustee for the purposes of the Land Sales Act.

28.2 The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.

28.3 The Buyer is in default if the Buyer:

- (a) does not pay the Deposit when required;

31.6 The Seller may, in its absolute discretion, accept a bank guarantee which does not comply with the provisions of this clause. In those circumstances, if requested at any time before Settlement to do so, the Buyer must, at the Buyer's expense, within 5 Business Days of direction by the Seller, replace the bank guarantee with an instrument which complies with the provisions of this clause, failing which, the Buyer will be in substantial default of this Contract.

31.7 This clause applies if the Disclosure Documents contain a notice to buyers in respect of payment of the Deposit by bank guarantee (the "Notice"). The Buyer acknowledges that the giving of the Notice as part of the Disclosure Documents is only to assist the Buyer to obtain a bank guarantee which complies with the requirements of this clause and that nothing in the Notice constitutes a waiver of the rights of the Seller under this clause. The Seller recommends that the Buyer gives to its bank guarantee provider a copy of the Notice.

## 32. Deposit Bond

32.1 The Seller may, in its absolute discretion and without any obligation to do so, accept security for payment of the Deposit from the Buyer by way of lodgement of a Deposit Bond which may or may not be limited as to time.

32.2 In those circumstances, the Buyer must:

(a) at the Buyer's expense, within 5 Business Days of direction by the Seller, replace the Deposit Bond with a cash deposit or compliant bank guarantee; or

(b) if the Deposit Bond is limited as to time, and without any direction by the Seller to do so, replace the Deposit Bond, not less than 1 month before its expiry date with a replacement Deposit Bond (which the Seller may or may not accept in its absolute discretion), cash deposit or compliant bank guarantee,

failing which the Buyer is in default of this Contract.

32.3 The Buyer must not do anything which may cause the Deposit Bond to be withdrawn, revoked, terminated or limited in any way.

## 33. Calling on Bank Guarantee or Deposit Bond

33.1 The Seller or the Seller's Solicitor is not required to notify the Buyer that:

(a) the bank guarantee or Deposit Bond is due to expire and must be replaced; or

(b) a call is to be made on the bank guarantee or Deposit Bond,

as a precondition to a call being made.

33.2 If the Seller's Solicitor calls upon the bank guarantee or Deposit Bond, the proceeds received must be dealt with in accordance with the terms of the Land Sales Act 1984 and this Contract.

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

## 34. Adjustments

34.1 The Seller is liable for Outgoings up to and including the Settlement Date. The Buyer is liable for Outgoings after the Settlement Date.

34.2 Usually, Outgoings for periods including the Settlement Date must be adjusted:

(a) if paid, on the amount paid;

(b) if assessed but unpaid, on the amount payable (excluding any discount); or

(c) if not assessed, on the amount that the Seller's Solicitor, acting reasonably, determines as the basis on which the adjustment will be made.

34.3 Land tax will be calculated for apportionment purposes on the basis that, as at midnight on the previous 30th June, the Seller owned no land other than its interest in the Land, or if there was at that date a separate valuation for the Lot, that the Seller owned no land other than the Lot. If there is no separate valuation for the Lot, then the land tax amount for appointment purposes for the Lot shall be determined using the following formula:

$$\frac{\text{Amount X CE}}{\text{ACE}}$$

Where:

Amount = amount of land tax payable on the Land.

36.2 If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue in Brisbane, for stamping before Settlement.

36.3 On receipt of an Undertaking from the Buyer's Solicitor that the Transfer Documents will be used for stamping purposes only pending Settlement, the Seller will lend the Transfer Documents to the Buyer's Solicitor without charge for stamping before Settlement.

36.4 The Seller authorises the Buyer and the Buyer's Solicitor to make any necessary amendments to the Form 24 Property Transfer Information so as to rectify any inaccuracies or complete any omissions.

### **37. Procedure at Settlement**

37.1 In exchange for payment of the Balance Price, the Seller must deliver to the Buyer at Settlement:

- (a) any instrument of title for the Lot required to register the Transfer to the Buyer;
- (b) unstamped Transfer Documents capable of immediate registration (after stamping);
- (c) any keys, codes or devices in the Seller's possession or control for all locks and security systems on the Lot; and
- (d) vacant possession of the Lot and title to the Chattels.

37.2 It is sufficient compliance with sub-clauses 1(c) and 1(d) if the Seller makes the keys, codes and devices referred to in sub-clause 1(c) available for collection from the Agent or the onsite service contractor of the Development.

37.3 If the Seller is a company, the Buyer is only entitled to partial releases of company charges registered at the ASIC at Settlement which directly relate or attach to the Lot. The onus of demonstrating that a company charge relates or attaches to the Lot is on the Buyer.

37.4 If the Lot is subject to mortgage or other encumbrance (except those permitted by this Contract) then the Buyer will accept on Settlement an unstamped but duly executed release or withdrawal of such encumbrance and any other documents or declarations necessary to procure the stamping and registration of that release.

### **DEFAULT**

### **38. Default**

#### **38.1 The Seller may terminate or affirm**

If the Buyer breaches any term of this Contract the Seller may affirm or terminate this Contract.

#### **38.2 If Seller affirms**

If the Seller affirms this Contract under sub-clause 1, it may sue the Buyer for damages, specific performance or both.

#### **38.3 If Seller terminates**

If the Seller terminates this Contract under sub-clause 1, it may do any or all of the following:

- (a) forfeit the Deposit;
- (b) resume possession of the Lot;
- (c) sue the Buyer for damages;
- (d) resell the Lot.

#### **38.4 Resale**

(a) If the Lot is resold at a loss, then the Seller may recover from the Buyer:

- (i) any deficiency in price on resale;
- (ii) its expenses of this Contract, any repossession, failed attempt to resell and the resale;

which may be recovered as liquidated damages;

(b) any profit on resale belongs to the Seller.

#### **38.5 Buyer Indemnifies Seller**

The Buyer indemnifies the Seller for any loss the Seller suffers as a result of the Buyer's default.

#### **38.6 Seller's Damages**

The Seller may claim damages for losses suffered as a result of the Buyer's default, including legal costs on a solicitor and own client basis.

#### **38.7 Interest**

(a) Without limiting the Seller's other rights, if money payable by the Buyer is not paid when due, the Buyer must at Settlement pay to the Seller interest on that money calculated at the rate of 15% a year from

**41. Buyer Issuing Proposed Contract under PAMD Act**

The Buyer agrees that if the Buyer has made changes to the Contract Terms or Special Conditions (if any) or added Special Conditions to this Contract and then presented this Contract to the Seller as an offer to buy, then for the purposes of Chapter 11 of the PAMD Act, the Buyer is taken to have issued this Contract as a proposed contract to the Buyer and the requirements contained in Chapter 11 of the PAMD Act in relation to issuing proposed contracts that the Seller or an agent of the Seller directed the Buyer's attention to the following documents:

- (a) Warning Statement (PAMD Form 30c);
- (b) Information Sheet (BCCM Form 14); and
- (c) Disclosure Statement,

do not apply.

**K. BUILDING MANAGEMENT STATEMENT**

**12. Building Management Statement**

42.1 At Settlement the relationship between the Scheme and the retail (if any) and commercial (if any) components within the Building will be governed by the Building Management Statement.

42.2 As at formation of this Contract, the Seller has not yet determined the terms of the Building Management Statement. The Seller reserves the right to record the Building Management Statement with the Queensland Land Registry on such terms and conditions as the Seller in its absolute discretion determines. The Buyer shall not be entitled to make any objections or claims at all in respect of the terms of the Building Management Statement or its recording as an encumbrance on the Lot.

42.3 If the Disclosure Documents include a Proposed Building Management Statement, the Buyer agrees that that document is in a draft form only and does not contain all details which the final registered Building Management Statement will contain including in regard to sharing of costs, shared facilities, insurance, dispute resolution, access arrangements etc. The Buyer shall not be entitled to make any objections or claims at all in respect of the terms of the final registered Building Management Statement being in any way different from the Proposed Building Management Statement.

**L. STAGED DEVELOPMENT**

**43. Application of Part**

This Part applies if:

- (a) the Proposed CMS provides that the Scheme and / or the Development will be carried out in stages; or
- (b) the Seller notifies the Buyer that it intends on carrying out the Scheme and / or the Development in stages.

**44. No Objection to Staging**

If this Part applies, the Buyer must not in any way object or claim compensation as a result of staging of the Scheme and / or the Development or any of the matters contained in this Part.

**45. Buyer's Consent**

The Buyer consents to any applications for development approval made with any Authority for the development and staging of the Scheme and / or the Development and agrees, if requested by the Seller, to sign and return any instrument of consent presented to it by the Seller within 5 Business Days after presentation.

**46. Power of Attorney**

46.1 The Buyer irrevocably appoints the Seller, its officers and employees as the Buyer's attorney to sign any consent to (or instrument in regard to) any application made by the Seller for any approvals made to any Authority for the carrying out of the Scheme and / or the Development in stages.

46.2 The Seller agrees that the power of attorney given in sub-clause 1 is a "power of attorney given as security" in terms of Section 10 of The Powers of Attorney Act 1998 and may:

- (a) not be revoked by the Buyer without the consent of the Seller; and

- (e) "including" and similar expressions are not words of limitation.

## 50.2 **Parties**

- (a) If a party consists of more than one person, this Contract binds them jointly and each of them individually;
- (b) A party that is a Trustee is bound both personally and as a Trustee.

## 50.3 **Statutes and Regulations**

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

## 50.4 **Inconsistencies**

If there is any inconsistency between any provision added to this Contract and the printed provisions, the added provision prevails.

## 50.5 **Interpretation to Favour Binding Contract**

If a provision of this Contract or any legislation can be interpreted to make this Contract valid and binding on the Buyer or invalid and not binding on the Buyer then it shall be interpreted for the benefit of the Seller so as to be valid and binding on the Buyer. The Parties acknowledge that it is their intent that the Buyer will be obliged at all times to buy the Lot on the terms contained in this Contract.

## 51. **Time**

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

51.2 If a date by which something under this Contract must be done is extended by agreement between the parties, for example, the date for payment of the Deposit or the Settlement Date, then despite the extension, time remains of the essence of this Contract whether or not the terms of the agreement recording the extension specified that time is to remain of the essence as a term of the agreement to extend.

## 52. **Measurement of Time**

In relation to measurement of time:

- (a) where a period of time runs from a given day or the day of an act or event, it must be calculated exclusive of that day; and
- (b) a day is the period of time commencing at midnight and ending 24 hours later.

## 53. **Due date not Business Day**

If something under this Contract has to be done on a day that is not a Business Day, then that thing must be done on the next Business Day.

## 54. **Things to be done by 5.00pm**

If this Contract provides for something to be done by a certain date, the Buyer must do so by 5.00pm, Brisbane time, on that date.

## 55. **Risk**

The Lot is at the Seller's risk until Settlement.

## 56. **Costs and Transfer Duty**

Each party must pay its own costs on this Contract. The Buyer must pay all transfer duty on this Contract.

## 57. **Notices**

57.1 Notices under this Contract may be signed by a party or its solicitor.

57.2 Notices are effectively given if:

- (a) delivered or posted to the other party or its solicitor; or
- (b) sent to the facsimile number of the other party or its solicitor.

57.3 Posted notices will be treated as given 2 Business Days after posting.

57.4 Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.

57.5 Notices by a party's solicitor to the other party or its solicitor (for example, varying the Settlement Date) will be treated as given with the first party's authority.

57.6 The Seller may send notices by email to the Buyer and its solicitor. Such notice will be taken as validly given if the Seller receives an electronic notification that the email was delivered to the recipient. The Seller may, in the Seller's discretion, notify the Buyer that it will also accept notices from the Buyer in email format on the same terms.

57.7 The parties agree that for the purposes of Section 214 (2) of the BCCM Act, the Seller may give the further statement to the Buyer at any time, up to and including the Settlement Date.

**66. Agent**

The Seller acknowledges the appointment of the Agent as the Seller's Agent to introduce a Buyer to purchase the Lot.

**67. Instalment Contracts**

67.1 In this clause:

"PLA Act" means the Property Law Act 1975.

"Instalment Contract" has the meaning given to it under Section 71 of the PLA Act.

67.2 If:

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

then the Buyer consents to the Seller mortgaging and or charging the Land (including the Lot) on terms and conditions the Seller in its sole discretion determines. The Buyer acknowledges this consent is consent for the purposes of Section 73 (1) of the PLA Act.

67.3 Despite any contrary provision in this Contract including a contrary provision contained in the Special Conditions, the Buyer is not bound to make a payment or payments of amounts which total in excess of 10% of the Price (including any variations) without becoming entitled to receive a conveyance in exchange for the payment or payments. If the Buyer pays more than 10% Deposit, the Buyer is entitled to a refund of the amount in excess of 10% upon request to the Seller. If the Seller refunds an amount paid in excess of the 10% Deposit, the Buyer will still be required to pay the Balance Price at Settlement.

67.4 Nothing in this Contract permits the Buyer to elect that the Contract be performed in a manner which would constitute it to be an Instalment Contract. The provisions of subclause 3 are mandatory overriding provisions and override any other provision of this Contract including the Special Conditions. The Buyer is not bound to make payment or payments of amounts which total in excess of 10% of the Price without being entitled to receive a conveyance in exchange for the payment or payments.

**68. No Caveats**

68.1 The Buyer must not lodge or register any caveat over the Lot or the Land.

68.2 The Buyer irrevocably appoints the Seller and the Seller's directors and secretary, severally, to be the Buyer's attorney for the purpose of signing any document (including a withdrawal of caveat) and doing anything in order to procure the release / withdrawal of any caveat lodged or registered by the Buyer.

68.3 The Buyer agrees that the power of attorney given to the Seller is a "power of attorney given as security" in terms of Section 10 The Powers of Attorney Act 1998 and may not be revoked by the Buyer without consent of the Seller and may be exercised even if it involves a conflict of duty if the attorney has a personal interest in doing so.

68.4 The Buyer shall be entitled to lodge a settlement notice over the Lot with the Department of Natural Resources and Mines prior to Settlement.

**69. Sale of Development**

69.1 The Seller may at any time without the consent of the Buyer assign its interest in the Land (or any part of it) to another person.

69.2 If the Seller assigns the Land as contemplated by sub-clause 1, then the Seller must deliver to the Buyer:

- (a) notice of assignment of this Contract in accordance with Section 199 of the Property Law Act 1974; and
- (b) a deed signed by the assignee, under which the assignee agrees to be bound by the obligations of the Seller under this Contract.

69.3 Upon delivery to the Buyer of the notice and deed in accordance with sub-clause 2:

- (a) the Seller is released from all liabilities and obligations to the Buyer under this Contract; and
- (b) the Buyer (and the guarantor, if any) becomes bound by the terms of this Contract to the assignee, as if the assignee were named in this Contract instead of the Seller.
- (c) the Buyer must, within 10 Business Days, if the Buyer has secured payment of the Deposit by way of lodgement of a bank guarantee, which bank guarantee cannot be assigned to the assignee, replace the



- (c) Fact Sheet 3 – What you need to know when building your home;
- (d) Fact Sheet 4 – Dual Water Meters;
- (e) Fact Sheet 5 – Construction Issues; and
- (f) Living with Rain Water Tanks.

## **75. Use of Lot**

- 75.1 The Buyer acknowledges that the development approval and approved plans attached to this Contract as Annexure "D" ("Development Approval") may contain conditions affecting the construction and/or use of a dwelling and other improvements on the Lot.
- 75.2 The Buyer acknowledges having read the Development Approval and further acknowledges that the Buyer is bound by the conditions contained in the Development Approval.
- 75.3 The Seller will provide the Buyer with a copy of any plans associated with the Development Approval within a reasonable time of receiving a written request from the Buyer.

## **76. Rainwater Tanks**

- 76.1 The Buyer acknowledges that the installation and maintenance of rainwater tanks is to be in accordance with the requirements contained in the Gold Coast City Council's "Interim Rainwater Tank Guidelines – August 2005" or as amended from time to time.
- 76.2 The Buyer acknowledges that the rainwater tank system for the Lot must be maintained by the Buyer in accordance with all relevant statutory requirements, including all applicable local laws.

## **77. Bushfire Management**

- 77.1 The Buyer acknowledges that the "Fire Management Plan for Devine Homes at Pamphlet Lane Coomera" prepared by Eldon Bottcher Architects Pty Ltd dated 14 June 2007 ("the Approved Fire Management Plan") has been approved and that a copy of this approved plan is available from the Seller.
- 77.2 The Buyer acknowledges that it must comply with the Approved Fire Management Plan.

## **78. Staged Development**

- 78.1 The Scheme forms part of Riverwood estate ("the Estate") which is a high quality integrated community with a high quality living environment and quality amenities for all residents. The

Estate will be or has been developed in a number stages.

- 78.2 To facilitate the progressive development of the Estate, the Buyer agrees that the Seller may, at any time, enter onto the Development, the Estate or any part thereof, or any lot in the Development or Estate to undertake works of any kind necessary or incidental to establish the utility infrastructure and utility services and connections, thereto, including but not limited to the following works:

- (a) excavation and general earthworks;
- (b) the construction of common areas, including roads;
- (c) the construction of such improvements and facilities as may be considered necessary by the Seller to establish utility services and connections thereto; and
- (d) the construction of services infrastructure whether public or private including without limitation, connections for sewerage, gas, electricity, telephone, water, fibre optics or any other lawful service available to the public,

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

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

- 78.4 The Buyer must not claim any compensation, delay Settlement or withhold any part of the Purchase Price on account of the Seller exercising these rights.

## **79. Special Conditions**

The Special Conditions annexed to this Contract form part of this Contract and override any inconsistent term of the Contract Terms.

**Annexure "A"**

**Special Conditions**

**1. Finance Approval**

1.1 This Contract is conditional upon the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer, acting reasonably. The Buyer must take all reasonable steps to obtain the approval.

1.2 The Buyer must give notice to the Seller that:-

- (a) approval has not been obtained by the Finance Date and this Contract is terminated; or
- (b) the finance condition has been either satisfied or waived by the Buyer.

1.3 The Seller may terminate this Contract by notice in writing to the Buyer if notice is not given under sub-clause 2 by 5.00 pm on the Finance Date.

1.4 The Seller's right under sub-clause 3 is subject to the Buyer's continuing right to terminate this Contract under sub-clause 2(a) or waive the benefit of this Special Condition 1 by giving notice in writing to the Seller of the waiver.

1.5 In this clause:-

"Financier" means Any Bank or Mortgage Lender.

"Finance Amount" means Sufficient to Complete this Purchase.

"Finance Date" means the date twenty-one (21) days after the Contract Date.

Buyer 1 Initials

Buyer 2 Initials

Seller's Initials

**Annexure "C"**

**Fact Sheets**

Recycled water CAN be used for the following:	Recycled water MUST NOT be used for the following:
<ul style="list-style-type: none"> <li>• Toilet flushing (not bidets)</li> <li>• Garden watering and irrigation</li> <li>• Filling ornamental ponds</li> <li>• Car washing</li> <li>• Construction purposes</li> </ul>	<ul style="list-style-type: none"> <li>• Drinking</li> <li>• Cooking or other kitchen purposes</li> <li>• Personal washing (baths, showers, hand basins and bidets)</li> <li>• Evaporative coolers</li> <li>• Clothes washing</li> <li>• Household cleaning</li> <li>• Swimming pools</li> <li>• Recreation involving water contact (eg: children playing under sprinklers)</li> <li>• Irrigation of fruit trees and crops that are eaten raw or unprocessed</li> <li>• Filling pets water bowls</li> </ul>

Development in the Pimpama Coomera region started since January 2003, has had dual reticulation installed. Development prior to this time has not. If you are unsure if your property has access to dual reticulation, please contact Gold Coast Water on 1300 366 692

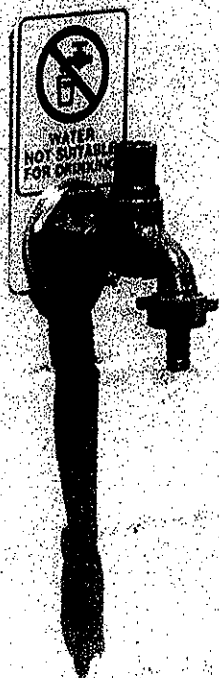
*The Living with Recycled Water fact sheet series will explain your rights and responsibilities for the use of recycled water.*

For more information on recycled water, you can visit our website [www.goldcoastwater.com.au](http://www.goldcoastwater.com.au) and go to 'Our Waterfuture - Pimpama Coomera', or phone 1300 366 692.

### When will my home be supplied with recycled water?

Recycled water will be introduced to the Pimpama Coomera region around 2008. To ensure water is supplied to all areas of your home until this time, Gold Coast City Council will supply drinking water through both the lilac/purple recycled water meter and the brass drinking water meter situated at the front of your property.

**Although drinking water will be supplied to all taps both internally and externally we would ask that you still maintain each tap for it's appropriate use.**



### Pricing

Gold Coast City Council is currently reviewing the costs of providing recycled water and considering what the appropriate per kilolitre charges should be. These charges will not take effect until recycled water is supplied to each property and will be communicated in advance. In the interim period, while drinking water is being supplied through the recycled water connections, your water bill will reflect a charge for your total water usage (the volume of water used through the green meter added to the volume of water used through the lilac meter).

The charges for the use of the drinking water will appear on both your January and July rate notices. For current water service and water consumption charges, please refer to the Council website.

**For more information on recycled water in Pimpama Coomera, you can visit our website [www.goldcoastwater.com.au](http://www.goldcoastwater.com.au) and go to 'Our Waterfuture - Pimpama Coomera', or phone 1300 366 692.**



#### To check for cross connections

The proposed testing procedure is as follows:

1. Turn off the drinkable water supply to the property at the brass dual check valve meter (drinking water meter will be brass and the recycled water meter will be lilac/purple). Leave the recycled water supply on.
2. Turn on all sink, bath and shower taps (both hot and cold) one by one. All taps should run dry after a short period of time.
3. After taps have run dry, flush all toilets. The toilets should refill as normal provided they are connected to the recycled water supply.
4. Turn on all outside taps. The external drinkable water tap should run dry. Taps that continue to run are connected to the recycled water supply and should be clearly identified with appropriate warning signs.
5. To check appliances within the home such as the washing machine, turn off the recycled water supply and turn the drinking water supply back on. Run the recycled water supply dry via the outside taps or toilet flushing.
6. Turn on the internal appliances. If the appliances do not fill, they are connected to the incorrect supply.
7. Turn the recycled water supply back on at the meter. Turn on the tap connected to the recycled water supply that is located furthest away from the meter.

Note: Turn back on all taps slowly so that all air will be purged from the pipeline while it is being recharged.

Should any part of this test indicate a possible cross connection, the problem should be identified and repaired before undertaking the above testing process again.

For more information on recycled water, you can visit our website [www.goldcoastwater.com.au](http://www.goldcoastwater.com.au) and go to 'Our Waterfuture - Pimpama Coomera', or phone 1300 366 692.

5. As each property will require the installation of two water meters, one for domestic (potable/drinking water) and the other for recycled water, please ensure that two boxes are marked in either the 20mm or 25mm diameter sizing on the application form.
6. Requests for 20mm and 25mm diameter installations, other than to the pre-installed service line provided at the property boundary are to be undertaken by quotation (refer table below). Requests for quotes should be directed to the Operations & Maintenance Branch - Mr Greg Clark on (07) 5581 7564.

#### Rainwater Tanks

Recently Gold Coast City Council developed a policy in relation to the installation of rainwater tanks within urban areas. As the Pimpama Coomera region is promoting the practice of sustainable water use, residents are being encouraged to install rainwater tanks to supplement their potable water supply.

If a customer chooses to install a rainwater tank system and plumbs it into their home they will need to mark their application for water service form (green form) to indicate a rainwater tank has been installed. This will ensure that a dual check valve water meter is installed on the property minimising the possibility of any backflow through to the drinking water system. Properties installing a plumbed rainwater system where a dual water connection already exists, do not need to replace their existing PVC potable water meter.

The following table outlines the new dual reticulation water meter fee structure:

Water meter	Description	Fee
Standard dual reticulation meter installation	<b>20mm</b> pre-installed requiring <b>domestic potable meter</b> and meter box (incl. backflow prevention device), only where service line to property boundary pre-installed by the developer	\$158.00
Standard dual reticulation meter installation	<b>20mm</b> pre-installed requiring <b>recycled meter</b> and meter box, only where service line to property boundary pre-installed by the developer	\$158.00
Standard rainwater tank meter installation	<b>20mm</b> pre-installed requiring <b>domestic potable meter</b> and meter box for rainwater tank system installations (incl. Backflow prevention device), only where service line to property boundary pre-installed by the developer	\$158.00
Standard dual reticulation meter installation	<b>25mm</b> diameter service and <b>domestic potable meter</b>	\$630.00
Standard dual reticulation meter installation	<b>25mm</b> diameter service and <b>recycle potable meter</b>	\$630.00
Standard rainwater tank meter installation	<b>25mm</b> diameter service and <b>domestic potable meter</b> for rainwater tank installations (incl. Backflow prevention device)	\$630.00
Standard reticulation meter installation	<b>Rainwater tank system</b> – existing <b>20mm</b> domestic meter ( <b>meter conversion only</b> )	\$75.00
Standard reticulation meter installation	<b>Rainwater tank system</b> – existing <b>25mm</b> domestic meter ( <b>meter conversion only</b> )	\$181.00

For all water meter enquiries, please contact Gold Coast Water's Operations and Maintenance Branch Greg Clark on (07) 5581 7564

For more information on recycled water, you can visit our website [www.goldcoastwater.com.au](http://www.goldcoastwater.com.au) and go to 'Our Waterfuture - Pimpama Coomera', or phone 1300 366 692.

## INSTALLING INTERNAL SERVICES

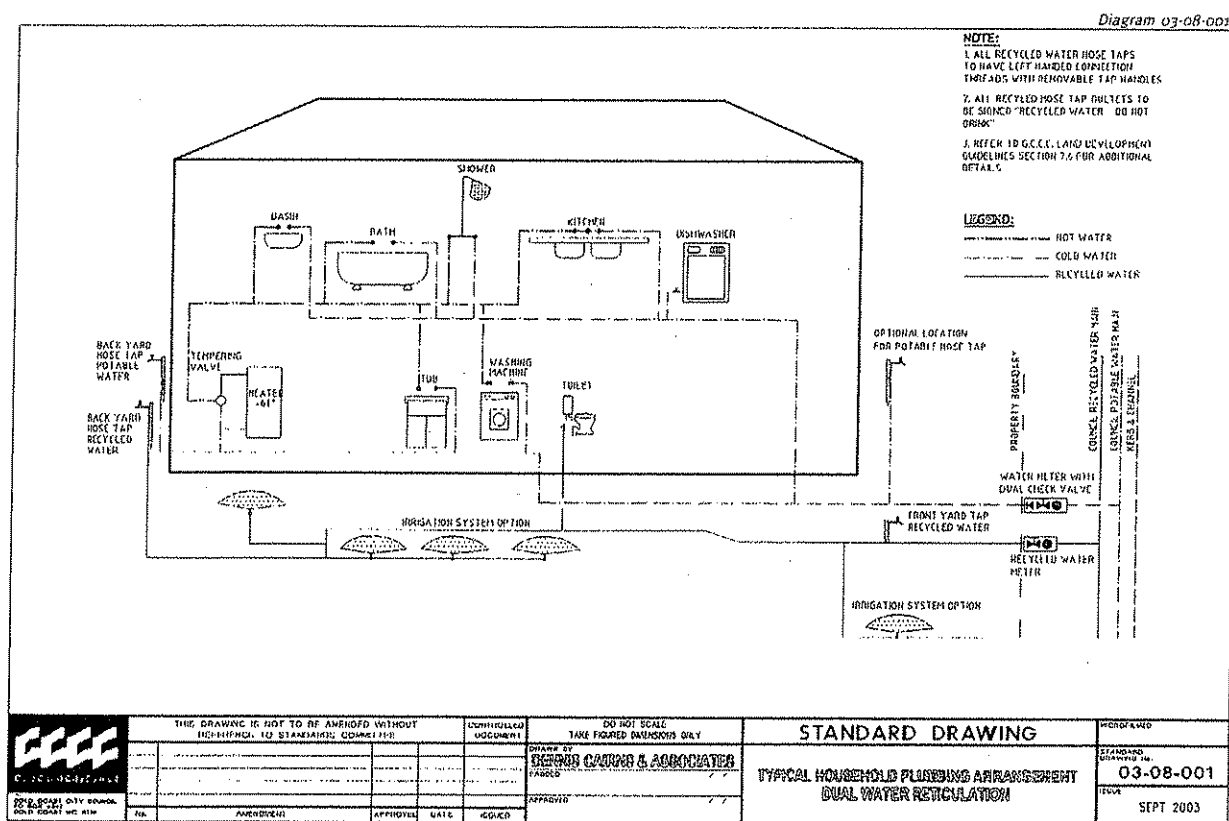
The intention of the dual reticulation system is to use recycled water for toilet flushing and external uses around the home. This will significantly reduce the amount of drinking water that needs to be supplied to the region.

The following table identifies where recycled water can be used around the home.

Recycled water <b>CAN</b> be used for the following:	Recycled water <b>MUST NOT</b> be used for the following:
<ul style="list-style-type: none"> <li>Toilet flushing (<b>not bidets</b>)</li> <li>Garden watering and irrigation</li> <li>Filling ornamental ponds</li> <li>Car washing</li> <li>Construction purposes</li> </ul>	<ul style="list-style-type: none"> <li>Drinking</li> <li>Cooking or other kitchen purposes</li> <li>Personal washing (baths, showers, hand basins and bidets)</li> <li>Evaporative coolers</li> <li>Clothes washing</li> <li>Household cleaning</li> <li>Swimming pools</li> <li>Recreation involving water contact (eg: children playing under sprinklers)</li> <li>Spray/mist irrigation of fruit trees and crops that are eaten raw or unprocessed</li> </ul>

To ensure residents can utilise recycled water for the appropriate purposes, it will need to be plumbed into the toilet and also to a minimum of two external taps (one at the front and one at the rear of the dwelling). To ensure that drinking water is available externally, a minimum of one drinking water tap must also be installed on the outside of the property.

The following diagram (diagram 03-08-001) shows an example of where the two water sources will need to be plumbed into the property.



It is important to note that a licensed plumber must complete all work on the drinking water service and the recycled water service. Applications to Plumbing and Drainage Services to do any plumbing work should proceed in the normal manner.

### Recycled water

When installing recycled water into homes there are several key points that need to be considered:

#### Pipe Sizing

- Pipe sizing, flow rates and pipe material types must comply with AS/NZS 3500.1.2.
- Construction and installation of supply service pipe to the first two fixture outlets shall be DN Nominal size 20mm. DN 15mm branches shall not exceed 3 metres in any length and may supply only one fixture outlet

#### Proximity to other services

- Recycled water service pipes installed **below** ground must be a minimum of **300mm** away from any drinking water service pipe.
- Recycled water service pipes installed **above** ground must be a minimum of **100mm** away from any drinking water service pipe.



## GENERAL INFORMATION

This section identifies the preferred positioning of the Overflow Relief Gully (ORG) connected to the property drainage system. Design and installation of the ORG are in accordance with AS/NZS 3500, 2.2.

### General

- The ORG riser must be fully accessible.
- A minimum height of 150mm shall be maintained between the top of the ORG riser and the lowest fixture connected to the drain (see diagram 03-08-102).
- The minimum height between the top of the ORG, or the invert of the overflow pipe and the surrounding ground surface level shall be 75mm (see diagram 03-08-102), except where the ORG riser is located in the path or paved area, where it shall be finished at a level so as to prevent ponding or the ingress of water.

### Positioning of the ORG

#### Option 1

- The position of the ORG is to be as close as possible to the property jump-up connection point inside the property boundary. (see diagram 03-08-102)
- In this position the ORG shall be charged by a hose tap via the non-drinkable recycled water reticulation system.

- The top of the ORG shall be elevated to a minimum of 75mm above the finished surface level of the surrounding landscaping, paved or concreted surface.
- The ORG is **NOT** to be positioned in a location that is a low point within the property boundary.

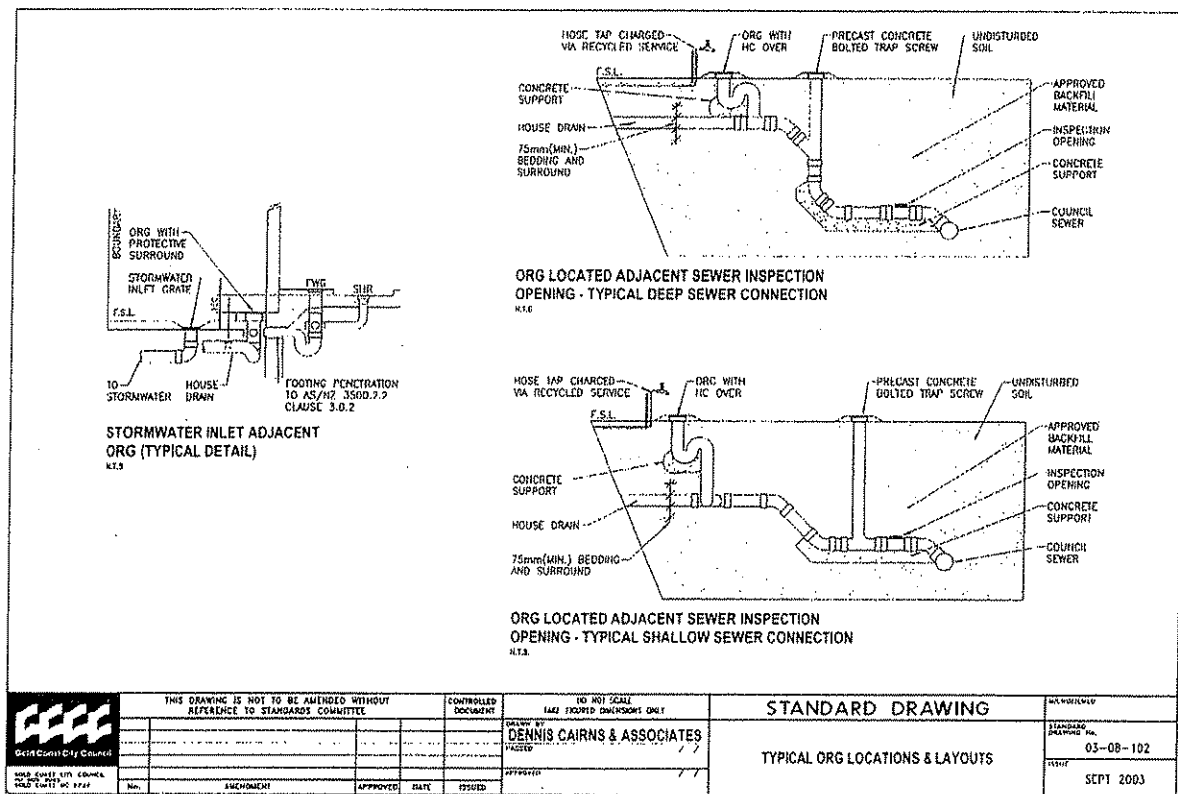
#### Option 2

- The position of the ORG may be adjacent to the property structure and charged by either a waste fixture OR hose tap via the recycled water reticulation system.
- The gradients for paved, concrete, bitumen or finished landscaping surface levels in the vicinity of the ORG shall fall away from the ORG and building structure, directed to the stormwater inlet grate (see diagram 03-08-102). A 90mm stormwater grated inlet drain is to be located adjacent to the ORG (see diagram 03-08-102).

### Stormwater Management

It is important to ensure that all stormwater drainage is installed appropriately and does not connect to the wastewater system.

**COUNCIL ADVISES ALL CONTRACTORS CONDUCTING WORK IN THE PIMPAMA COOMERA REGION TO OBTAIN A COPY OF THE GUIDELINES AND ASSOCIATED DRAWINGS. IF YOU WOULD LIKE TO OBTAIN A COPY OR WOULD LIKE FURTHER INFORMATION PLEASE CALL PLUMBING AND DRAINAGE SERVICES ON (07) 5582 8393.**



or more information on recycled water, you can visit our website [www.goldcoastwater.com.au](http://www.goldcoastwater.com.au) and go to 'Our Waterfuture - Pimpama Coomera', or phone 1300 366 692.

### How to choose your tank

When it comes to choosing your tank, there are many options to consider. Tanks now come in all shapes and materials, and can be installed above ground, below ground, and even made into a feature of your home.

If you are required to install a tank, the minimum size of the tank is determined for you (please see the section on Mandatory Rainwater Tanks).

However if you are voluntarily installing a tank you can choose a size that best suits your needs and the fittings you will be plumbing it to.

Some of the issues you may like to consider when choosing your tank include:

- The size of your block and the size of the tank
- What uses your tank is being plumbed to
- The material used to construct the tank
- Cost of tank and ease to install
- Ease of maintenance

All of these issues can be discussed with your local tank retailer.

### Installation Issues

As part of the new policy Council has endorsed a new set of Rainwater Tank guidelines that describe what is required to install a rainwater tank. Along with water conservation Council's primary objective is maintaining community health so the following requirements are made on installation:

- A minimum roof drainage area of 100 m<sup>2</sup> to be connected to tank
- Rainwater tank overflow to be connected to legal point of discharge
- Leaf and debris screens to be installed on tank inlet and outlet
- First flush device to be installed on tank
- Acoustic covers installed to reduce noise of pumps

Rainwater tanks installed in an area supplied by town water will be fitted with a continuous back up water supply to ensure that during low rainfall periods there is water available to the plumbing fixtures.

For more detailed information regarding the installation of Rainwater Tanks please contact Council's Plumbing & Drainage Services Section on 0755 828 393 for a full copy of the design and installation guidelines or speak with your plumber.

### Signage

All pipe work associated with rainwater will be labelled with green identification tape to clearly differentiate them from drinking water pipes.

External hose taps will be identified with a non-potable water sign.



### Maintaining your tank

To ensure the quality of water in your rainwater tank regular maintenance is a must. This maintenance will need to be arranged, or carried out, by the resident/owner. The following maintenance regime should be followed:

Inspection	Intervals
Check roof and flashings for defects and repairs, and remove overhanging branches.	6 months
Clean gutters, and remove leaves and debris.	3 months
Clean leaf guards on rainheads. Check mosquito screens in rainheads.	Oct-Mar mthly & April-Sept qtrly
Clean first flush device.	3 months
Check mosquito screen on tank overflow outlet.	Oct-Mar mthly & Apr-Sept qtrly
Check tank for defects, cracks, mosquito proof screens adequate, openings have close fitting lids.	6 months
Check for signs of mosquitoes and larvae.	6 months
Check rainwater tank support- if on stand or concrete slab check structural integrity of support.	1 year
Check level of sediment in the tank.	2 years
Check tank water quality - must be clear, no taste or smell.	6 months
Check rainwater taps still have correct signage installed.	6 months
Check pump: <ul style="list-style-type: none"><li>• For noise</li><li>• For appropriate pressures</li><li>• For leaks</li><li>• Acoustic enclosure</li></ul>	6 months

### Where to get more information

To find out more information about Councils rainwater tank policy, or to get a copy of the full guidelines for installation and maintenance please visit Gold Coast Water's website [www.goldcoastwater.com.au](http://www.goldcoastwater.com.au) or call Councils Plumbing and Drainage Service section on 07 5582 8393.

FOR MORE INFORMATION ON NON-POTABLE WATER

**Annexure "D"**  
**Development Approval**

Real Property Description	Lot 118 on RP186347 , Lot 119 on RP186347
Address of Property	8 & 16 Pamphlet Lane
Area of Property	6.564 hectares
Proposed Use	Residential Development
Further Development Permits	Reconfiguration of Lot / Material Change of Use Building Work, Plumbing and Drainage Work

- A The applicant be notified as required under the provision of the Integrated Planning Act (1997) that, under delegated authority of the Manager of Implementation & Assessment Branch, the request for reconsideration of conditions imposed on Council's approval issued in accordance with Council's resolution on 11 December 2006 (Min. No. CP06.1205.003) for a Development Permit for Material Change of Use for Residential Development (101 Dwellings, comprising 63 Detached Dwellings and 38 Attached dwellings), Development Permit for Reconfiguring a Lot for Stage 1 (subdivision to create 50 lots, new road and park) and a Preliminary Approval pursuant to section 3.1.5 of IPA for Reconfiguring a Lot for Stage 2 (subdivision to create 18 lots, new road and park) is determined by the granting of a Negotiated Decision Notice as follows:

- Conditions 61 to 64 that currently read:

- 61 Contributions toward Recreation Facilities Network Infrastructure shall be paid to the Council in accordance with Planning Scheme Policy 16 - Policy for Infrastructure Recreation Facilities Network. Developer Contributions prior to the endorsement of the plan of survey, the issue of a certificate for building works, the carrying out of final plumbing inspection or use commencing whichever occurs first. The amount of the contribution currently is as follows:

Recreation Facilities - Coomera-Cedar Creek	
Account: 74648 RECINF 123.0000 Equivalent Tenements @ \$5,160.00 =	<u>634,680.00</u>
TOTAL	\$634,680.00

Contributions shall be calculated at rates current at due date for payment.

- 62 Contributions toward Sewerage Network Infrastructure shall be paid to the Council in accordance with Planning Scheme Policy 3B - Policy for Infrastructure Sewerage Network. Developer Contributions prior to the endorsement of the plan of survey, the issue of a certificate for building works, the carrying out of final plumbing inspection or use commencing whichever occurs first. The amount of the contribution currently is as follows:

Sewer 2 Infrastructure - Pimpama	
Account: 74648 S2PIMPMA 123.0000 Equivalent Tenements @ \$2,632.00 =	323,736.00
Sewer 3 Infrastructure - East Coomera (C)	
Account: 74648 S3COOM 123.0000 Equivalent Tenements @ \$1,808.00 =	222,384.00
Sewer 1 Infrastructure - Pimpama	
Account: 74648 S1PIMPMA 123.0000 Equivalent Tenements @ \$4,988.00 =	<u>613,524.00</u>
TOTAL	\$1,159,644.00

Contributions shall be calculated at rates current at due date for payment.

Sewer 2 Infrastructure - Pimpama	
Account: 74648 S2PIMPMA 101.0000 Equivalent Tenements @ \$2,640.58 =	266,698.58
Sewer 3 Infrastructure - East Coomera (C)	
Account: 74648 S3COOM 101.0000 Equivalent Tenements @ \$1,813.74 =	183,187.74
Sewer 1 Infrastructure - Pimpama	
Account: 74648 S1PIMPMA 101.0000 Equivalent Tenements @ \$5,004.06 =	<u>505,410.06</u>
TOTAL	\$955,296.38

Contributions shall be calculated at rates current at due date for payment.

- 63 Contributions toward Transport Network Infrastructure shall be paid to the Council in accordance with Planning Scheme Policy 19 - Policy for Infrastructure Transport Network Developer Contributions prior to the endorsement of the plan of survey, the issue of a certificate for building works, the carrying out of final plumbing inspection or use commencing whichever occurs first. The amount of the contribution currently is as follows:

Transport Infrastructure - Coomera	
Account: 74648 TRANSPRT 561.5000 Vehicle Trips per Day @ \$267.93 =	<u>150,442.70</u>
TOTAL	\$150,442.70

Contributions shall be calculated at rates current at due date for payment.

- 64 Contributions toward Water Supply Network Infrastructure shall be paid to the Council in accordance with Planning Scheme Policy 3A - Policy for Infrastructure Water Supply Network Developer Contributions prior to the endorsement of the plan of survey, the issue of a certificate for building works, the carrying out of final plumbing inspection or use commencing whichever occurs first. The amount of the contribution currently is as follows:

Water 2 Infrastructure - Pimpama	
Account: 74648 W2PIMPMA 101.0000 Equivalent Tenements @ \$2,705.78 =	273,283.78
Water 1 Infrastructure - Pimpama	
Account: 74648 W1PIMPMA 101.0000 Equivalent Tenements @ \$2,607.98 =	<u>263,405.98</u>
TOTAL	\$536,689.76

Contributions shall be calculated at rates current at due date for payment.

- B The applicant be advised that the full set of conditions now reads as follows:

**MATERIAL CHANGE OF USE CONDITIONS**

- A The applicant be notified as required under the provisions of the Integrated Planning Act that Council approves the issue of a Development Permit for Material Change of Use for a Residential Development (for 101 Dwellings comprising 63 Detached Dwellings and 38 Attached Dwellings), subject to the following conditions:

INDICATIVE STREETSCAPE ELEVATIONS				
Indicative Streetscape from Road No. 1	D25 rev. C	Oct. 2006	Andrews Neil	
Indicative Streetscape from Road No. 2	D26 rev. C	Oct. 2006	Andrews Neil	
Indicative Streetscape from Road No. 3	D257 rev. C	Oct. 2006	Andrews Neil	
Indicative Streetscape -- Laneway No. 1	D28 rev. C	Oct. 2006	Andrews Neil	
Indicative Streetscape -- Edwardson Drive	D29 rev. C	Oct. 2006	Andrews Neil	
Indicative Streetscape from Road No. 2	D30	Oct. 2006	Andrews Neil	
Indicative Streetscape from Road No. 1 & No. 2	D31 rev. C	Oct. 2006	Andrews Neil	

- a The Plan of Development and associated layout plans are to be amended to reflect the lot boundary and round-a-bout location on Road 4 in accordance with sealed survey plan No. SP194744.

Such plan/s and details shall be submitted and approved by the Chief Executive Officer prior to the issue of a development permit for the carrying out of operational work, or if an application for operational work is not required, prior to the commencement of the use the subject of this approval.

Such plan/s and details, when approved by the Chief Executive Officer shall become the endorsed plan forming part of this approval and a stamped copy will be returned to the applicant.

3. Any future development (for either Detached or Attached Dwellings) on proposed Lots 63 to 66 and 800 shall have a front street address to Edwardson Drive (with the option that garage access may still be taken from proposed Road 1), while Lot 801 shall address both Edwardson Drive and Pamphlet Lane. However, any developments on Lots 63 and 64 shall be subject to either the future extension of Edwardson Drive, or the establishment of temporary access easements across Lot 4 on SP165374 until such time as the future extension of Edwardson Drive takes place.
4. The layout of the approved house type, or an alternative house type to that nominated on a particular lot size, may be established, provided the alternative / modified house design satisfies the following:
- a The overall distribution of house types is generally in accordance with the approved Plan of Development and Building & Development Management Plan;
- b The building envelopes, minimum building setbacks and maximum site coverage as indicated on the Plan of Development and Building & Development Management Plan shall be complied with;
- c Private open space is oriented to the north, northeast or southeast of the lot with a minimum area of 25 m<sup>2</sup> for each dwelling (both Detached and Attached Dwellings), and a minimum dimension of 3m. The slope of the private open space is not to exceed 1 in 10;

6. The developer is to provide a copy of the approved plans and a copy of this approval to the initial future purchasers of the lots.

#### **LANDSCAPING AND FENCING**

7. A detailed landscaping plan (prepared by a qualified landscape architect or similar design professional) shall be submitted and approved by the Chief Executive Officer prior to the issue of a development permit for carrying out building work for all Attached and Detached Dwellings, generally in accordance with the following intent plans:

Plan Title	Plan Number	Date	Drawn By
Streetscape Intent Plan	4315-03	15/06/06	Saunders Havill Group
Entry Statement Sketch Plan	4315-04	15/06/06	Saunders Havill Group
Park Concept Plan - 01	4315-05	15/06/06	Saunders Havill Group
Minor Park Concept Plan	4315-06	15/06/06	Saunders Havill Group
Buffer & Drainage Treatments	4315-07	15/06/06	Saunders Havill Group
Landscape Species	4315-08	15/06/06	Saunders Havill Group
Feature Tree Species	4315-09	15/06/06	Saunders Havill Group
Hardstand Finishes Plan	4315-10	15/06/06	Saunders Havill Group

8. Fencing that has been designed and constructed at the time of subdivision / operational works shall not be removed or altered. In particular:
- a For all lot boundaries adjoining the public open space, fencing shall not exceed 1.2m in height and be at least 50% transparent; and
  - b Fencing on all boundaries that adjoin Pamphlet Lane (except the lots with the constructed entry fence at the intersection) shall not exceed 1.2m in height and include pedestrian gates.
9. Apart from approved entry wall detail, fences located between the main building line and a road frontage or along a road frontage do not exceed:
- a 1.5m if at least 50% transparent; or
  - b 1.2m if solid or less than 50% transparent.

#### **RECONFIGURING A LOT CONDITIONS**

- B The applicant be notified as required under the provisions of the Integrated Planning Act that Council approves the issue of a Development Permit for Reconfiguring a Lot for Stage 1 (subdivision to create 50 lots, new road and park) and a Preliminary Approval pursuant to section 3.1.5 of IPA for Reconfiguring a Lot for Stage 2 (subdivision to create 18 lots, new road and park), subject to the following conditions:

#### **DEVELOPMENT IN ACCORDANCE WITH PLANS**

- 1 Amended plans and details shall be submitted generally in accordance with the following plans and showing the following modifications:

- c Retaining structures should generally be located on the "low side" lot (property) and positioned such that the property boundary is setback a minimum distance of 0.6 metres from the top of the rear of the retaining structure. In the case where the proposed subdivision/development is on the high side of an existing property not the subject of the application or the new lot is on the high side of a park (existing or proposed) the retaining structure and associated footings are required to be within the "high side" lot and set back 0.6 metres from the property boundary (unless otherwise approved by the Chief Executive Officer);
- d Construction of Retaining structures and associated footings near underground services such as sewer pipes, stormwater drainage pipes and water reticulation pipes is to comply with section 7.7 of Council's Land Development Guidelines. In particular such works are required to be 2.0 metres clear of services unless otherwise approved by the Chief Executive Officer;
- e The detailed drawings must indicate the point of discharge for surface and subsoil drainage behind the structure;
- f Retaining structures shall be designed and constructed in accordance with the relevant Australian Standard (i.e. AS4678);
- g Retaining structures over 1.0m in height shall be covered by a Consultant's Structural Certification and submitted for Council's approval;
- h Retaining structures are to be made of durable materials not subject to rot and insect attack and have a minimum design life of 60 years.

#### **ROADWORKS**

- 4 Design and construct all roads and associated works (including stormwater drainage) within and bounding the subdivision to the details and road classifications as listed below:
  - a Pamphlet Lane and Road 4 site shall be classified as a '2-Lane Road – Urban' with a 11.0m wide pavement and 6.0m verges (23.0m road reserve). Lot access and on street parking being acceptable along this road. It is acknowledged that Road 4 has been recently constructed including K&C on both sides of the road. As such the design and construction is to address, in accordance with the above classification, the full construction and/or reconstruction of Pamphlet Lane for the full frontage of the subdivision site, associated stormwater drainage works, kerb and channel (subdivision side only) and 9.0m pavement construction (2 x 3.5 metre moving lanes and 2.0 metre parking lane (subdivision side only)) (including surfacing). Where the existing pavement is proposed to be retained and the road widened to meet the above requirements, the applicant must demonstrate the existing pavement meets Council's current standards in respect to the new road classification (i.e. Vertical and horizontal geometry, pavement thickness and pavement composition) to Council's Operational Works section as part of the application for Operational Works. Otherwise full pavement width construction to the new standard is required – i.e. the existing pavement is to be removed from the road reserve. In demonstrating that the existing pavement meets Council's new road



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- a The driveway to the corner townhouse on lot 1 (adjacent Road 1/Road 2 intersection) is not permitted to be off Road 1. It is required to be located off Road 2 and set back at least 10.0m from the intersection, in accordance with Council's Land Development Guidelines. This will require a redesign of the corner townhouse;
  - b The width and gradient of driveways across the verge (road reserve footpath area) are to comply with the requirements as set out in Council's Standard drawing No's 05-02-301 & 05-02-302 (as applicable);
  - c Gradients of driveways within proposed residential lots are not to exceed 1 in 4 (25%);
  - d Gradients of driveways within proposed multi-unit/dwelling sites are not to exceed 1 in 5 (20%);
  - e Where driveways exceed 12.5% within private property, the applicant is to address pedestrian access. That is, provision is to be made for safe pedestrian access (eg. Provision of hand-rails, steps and or cleats).
- 6 Proposed driveway entries (across the verge) to future Community Title sites shall be designed and constructed in accordance with Council's Standard Drawing No's 05-02-301 & 05-02-302 (as applicable). A Vehicle Crossing Permit (VXO) will be required for the construction of the driveway entry if not covered under an Operational Works Application.
- 7 Design and construct concrete footpaths/bikeways as follows:
- a 1.5 metre wide paths along the frontage of the site to Pamphlet Lane, Edwardson Drive and Road 4.
  - b 1.5 metre wide paths along one side of Roads 1 and 2.
  - c 2.0m wide path through Park lot 902, linking up with the paths on Pamphlet Lane and Road 1.
- Note that footpaths and bikeways are deemed civil (Operational) works. As such they are to be shown on the engineering drawings and are to be designed, approved and constructed as part of the civil Works. Approval of landscaping plans, which show the location of footpaths/bikeways, is not to be taken as an approval to construct such paths.
- 8 All new public roads are required to have road names that do not conflict with existing road names in the general area. As such, specific road names and designations, shown on a road hierarchy plan, are to be submitted to and be approved by the Chief Executive Officer prior to the submission of the Operational Works application. All Operational Works drawings must display the approved road names and designations. Please note that Pamphlet Lane adjacent this site is to be renamed 'Orlando Drive' as this section of Pamphlet Lane is a continuation of Road 4. Orlando Drive (Road 4 and Pamphlet Lane adjacent this site) is the priority road (2-lane Urban Road), while Pamphlet Lane south of the site will ultimately be a lesser order road (Bus route collector).

- 17 Provide "As Constructed" data for the constructed infrastructure works that will come under Council's ownership, certified by a Registered Professional Engineer Queensland (RPEQ), in both hard copy and digital (floppy disc and or CD) formats in accordance with Councils "Standard Electronic Format For As Constructed Data" prior to "On Maintenance".

## **ENVIRONMENTAL PLANNING**

### **Vegetation Management Plan**

- 18 A Vegetation Management Plan must be submitted to Council in concurrence with any future Operational Works Application over the site. The plan will only be approved by the Chief Executive Officer prior to or as part of any future Operational Works approval, inclusive of Change to Ground Level, Civil Works, Vegetation Clearing or Landscape Works.

The plan must contain the following information:

#### ***Vegetation Removal***

- a Site analysis plan including:
- " Location of the protected vegetation on and adjacent to the site, indicating which vegetation is to be retained, relocated, removed or damaged; and
  - " Location of any protected vegetation under the Nature Conservation Act 1992 is to be accurately mapped;
- b Reasonable particulars of vegetation type including species name, common name, height and girth, radial distance of canopy and root zone;
- c Methods for reuse, recycling and reduction of wastes including approximate quantities; and
- d Disposal methods for remaining debris after the above methods have been employed, including approximate quantities.

### **Open Space Management Plan**

- 19 The Open Space Management Plan being *Proposed Residential Development Lots 118 & 119 RP186347 Pamphlet Lane Coomera Open Space Management Plan Management of Open Space Areas Issue No. 3* by Belleng VDM Pty Ltd and dated 16 June 2006 shall be amended as follows:

- a Appendix A shall be amended to reflect the current Park Layout, and shall include the most up to date design for the Stormwater Treatment devices within the Park areas.

The Open Space Management Plan, as amended above, shall be submitted to Council and approved prior to any future Operational Works (Landscaping) application. All works specified in the amended Open Space Management Plan must be conducted in accordance with the approved plan at no cost to council to the satisfaction of the Chief Executive Officer, prior to Council accepting the Open Space 'on maintenance'.

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- 24 All maintenance tracks are to be of a suitable surface treatment for all weather access. The design of such tracks shall be determined at Operation Works – Civil stage to the satisfaction of the Chief Executive Officer.
- 25 Bollards and vehicle exclusion devices are to be provided around the perimeter of all public open space areas. Furthermore access gates are to be provided where necessary. These are to adhere to the minimum requirements as per the Land Development Guidelines Drawing No. 05-05-005.
- 26 An Open Space Management Plan (prepared by a suitably qualified professional) generally in accordance with the approved subdivision layout and relevant conditions of approval; shall be submitted and approved prior to the first of any future Operational Works application over the site, inclusive of Change to Ground Level, Civil Works, Vegetation Clearing or Landscape Works. The Open Space Management Plan shall include summaries of other relevant management plans and outline details of the quality of the open space area when it comes 'on' and 'off' maintenance.

The Open Space Management Plan shall address the following elements of the Management of Open Space Areas during the Construction Phase:

- a Delineation of proposed public open space areas;
- b Protection measures for vegetation to be retained or relocated;
- c Location and details of all proposed on site sediment and erosion control methods;
- d Methods and details of disposal of vegetation approved for removal;
- e Details for protection or translocation of any fauna on site (where appropriate);
- f Temporary fire hazard mitigation measures eg. Fire trails, water storage facilities (only where appropriate);
- g Details of methods for maintaining appropriate water quality (if appropriate);
- h Location and details of storage materials and storage compound for machinery on site;
- i Location and details of temporary access for vehicles and site construction personnel;
- j Access/protection to any infrastructure services by others;
- k Location and details of any enclosures including boundaries;
- l Methods of control of declared plants and recognised environmental weeds;
- m Maintenance periods; and
- n Other issues as previously identified in the site analysis and design process.

- 
- c Trees shall be kept a minimum distance of two (2) m laterally from inlet gullies;
  - d Provision of a turf strip, 1m wide, to be laid along the back of kerb with the inclusion of a two metre strip, laid at right angles to the kerb at ten metre intervals to minimise sediment runoff into the stormwater system;
  - e All built structures associated with an entry statement are to be located in private property. Planting associated with the entry statement is acceptable in the road reserve area but only where such achieves the requirements of the Landscape Works Documentation Manual and the Local Planning Policy 'Entry Statements';
  - f Irrigation systems are not to be located in public road reserve areas;
  - g All landscape works including new planting and rehabilitation works and other built structures such as public toilet, playground equipment, shelters and wetland areas. All paved areas including carpark areas and shelters are to be designed to accommodate disability access;
  - h Any intended irrigation systems that are reliant on potable water from the city water supply shall not be constructed in the public open space areas;
  - i Trails and boardwalks shall be designed in accordance with Council's Recreational Trails Guidelines; and
  - j Other landscaped areas where appropriate.
- 28 A Maintenance Management Plan (prepared by a suitably qualified professional) generally in accordance with the approved subdivision layout and relevant conditions of approval is to be submitted concurrently with the Detailed Landscape Plans. It shall address the following elements of Ongoing Management/Maintenance Regimes for Open Space Areas:
- a Plans indicating maintenance areas/zones;
  - b Schedules of works including frequency and tasks
  - c Allocation of labour and resources to perform tasks
  - d Nominate key performance indicators/criteria for monitoring purposes (i.e. lawn areas min. 90% weed free, etc).
  - e Time allocated to perform various tasks (i.e. top up mulch, pruning, topdressing, etc);
  - f Defects liability for materials such as replacement of dead plant species of equivalent size species and vigour;

- 33 Fences shall be constructed at the interface of common boundary between dedicated open space and private land. Such fencing shall be a maximum height of 1.2 metres and of an open style fencing with a minimum of 50 percent transparency.

#### LANDSCAPE PLANS

- 34 A detailed Streetscape plan shall be submitted to Council, complying with Council's Planning Scheme Policy 13 (Landscape Strategy Part 2 - Landscape Works Documentation Manual) shall be submitted and approved by the Chief Executive Officer prior to the issue of a development permit for carrying out building work or if an application to carry out building work is not required, prior to commencement of the use the subject of this approval, generally in accordance with the following intent plans:

Plan Title	Plan Number	Date	Drawn By
Streetscape Intent Plan	4315-03	15/06/06	Saunders Havill Group
Entry Statement Sketch Plan	4315-04	15/06/06	Saunders Havill Group
Park Concept Plan - 01	4315-05	15/06/06	Saunders Havill Group
Minor Park Concept Plan	4315-06	15/06/06	Saunders Havill Group
Buffer & Drainage Treatments	4315-07	15/06/06	Saunders Havill Group
Landscape Species	4315-08	15/06/06	Saunders Havill Group
Feature Tree Species	4315-09	15/06/06	Saunders Havill Group
Hardstand Finishes Plan	4315-10	15/06/06	Saunders Havill Group

- 35 The required streetscape plan shall demonstrate the following:
- a Flindersia australis, Grevillea robusta & Lophostemon scaveolens are not appropriate species for streetscape planting and shall be replaced with species more in keeping with the spatial limitations of the road verge.
- 36 All landscape materials, plants, vegetation and watering systems shown on the approved Landscape Plan shall be properly maintained to the satisfaction of the Chief Executive Officer.

#### STORMWATER MANAGEMENT

- 37 All works shall be undertaken and completed, and all maintenance and monitoring be conducted in accordance with the approved stormwater management plan prepared by belleng VDM Pty Ltd dated 23 June 2006 and subsequently submitted revised stormwater operational control plan (WDC drawing # 0249\_OCP\_001\_A).
- 38 In conjunction with the lodgement of Operational Works application the applicant shall submit detailed device drawings of proposed stormwater devices from a registered professional engineer. The device drawings shall identify the inlet and outlet details, riser pipes, inspection maintenance pipes, scour protection/ energy dissipation (if required), weir detail, planting details, outlet and inlet grating details, pipe invert levels, level spread mechanisms and any other typical details which would be necessary for construction/OPW assessment.

- 48 Where the development is to be supplied with reticulated water the following is to apply:

For uses involving new or existing buildings with a gross floor area greater than 50 m<sup>2</sup> each lot has a reliable reticulated water supply that has sufficient flow and pressure characteristics for fire fighting purposes at all times, either to the standard required in Appendix 5A (page 60) of the State Planning Policy Guideline 1/03 or that which is able to be supplied by the Gold Coast Water reticulated supply.

- 49 An alert should be placed on the Title or Council Rate searches that an approved Bushfire Management Plan is in existence, is made available to ensuing owners, and must be complied with by ensuing owners.
- 50 All roads must comply with AS13 roadways are constructed in accordance with Policy 11.

#### **SEWERAGE**

- 51 A reduced infiltration gravity sewerage reticulation system is to be provided and constructed, at no cost to Council, to service all lots within the subdivision. This is to include the following:
- a Any external works necessary to connect to Council's live reticulation system at a point nominated by Council.
  - b An overall sewerage reticulation schematic plan for the proposed subdivision:
    - i Allowance shall be made for any external catchments that may drain through the development;
    - ii The sewerage main shall be extended to the upstream property boundary to provide for future sewerage connectivity of the upstream external catchment;
    - iii The schematic sewerage plan must be approved by Gold Coast Water prior to the submission of the water supply and wastewater components of the Operational Works Application for the development.
  - c The design, standard and construction of the reduced infiltration gravity sewer reticulation system (both external works and works internal to each lot within the subdivision) is to be in accordance with Council's Land Development Guidelines as amended by the interim standards for reduced infiltration gravity sewers.
  - d The connection point shall be the manhole provided by the adjacent neighbouring development from the east unless otherwise approved by Gold Coast Water.
- 52 Under the East Coomera Sewerage Infrastructure Strategy (ECSIS) Council approves a sewerage capacity for 65 dwellings for this development subject to:

- a A potable and recycled water network schematic plan and network analysis of the complete development shall be lodged with Gold Coast Water and approved prior to the release of any decision notice for the operational works for the development. The Developer shall liaise with Gold Coast Water to ensure the analysis includes appropriate allowance for connectivity with external mains and external demands to the north and south of the estate and;
  - b The Developer shall construct any external works necessary to connect to Council's potable water and recycled water supply reticulation systems at a point nominated by Council, prior to endorsement of survey plans;
    - i The point of connection shall be the existing 300mm water main along Pamphlet Lane;
    - ii The point of connection for the recycled water network shall be the future 300mm recycled water main proposed within the Pamphlet Lane road reserve. As an interim arrangement, the Applicant shall provide a cross connection to the potable water until the recycled water becomes available. Council will be remove the cross connection at a later date;
  - c The design, standard and construction of the dual reticulation works (both external works and works internal to each lot within the subdivision) is to be in accordance with Council's interim guidelines, standard specifications and drawings for dual water reticulation and associated works.
- 58 All live connections to the existing water main are to be performed by Council.
- 59 The developer is required to distribute to the initial lot owner, and shall include a copy in each contract for the sale of any lot, a copy of the following 'Living With Recycled Water' Fact Sheets to be obtained from Gold Coast City Council:
- a Fact Sheet 1 – Need For Change
  - b Fact Sheet 2 – Using Recycled Water
  - c Fact Sheet 3 – What you need to know when building your home
  - d Fact Sheet 4 – Dual Water Meters
  - e Fact Sheet 5 – Construction Issues

#### **RAINWATER TANKS**

- 60 To reduce drinking water main consumption and supplement reticulated water supply, a rainwater tank is to be installed and connected for each future dwelling, in accordance with the following requirements:
- a The installation and maintenance of each rainwater tank is to be in accordance with the requirements contained in Council's 'Interim Rainwater Tank Guidelines-August 2005' or as amended;

Contributions shall be calculated at rates current at due date for payment.

- 64 Contributions toward Water Supply Network Infrastructure shall be paid to the Council in accordance with Planning Scheme Policy 3A - Policy for Infrastructure Water Supply Network Developer Contributions prior to the endorsement of the plan of survey, the issue of a certificate for building works, the carrying out of final plumbing inspection or use commencing whichever occurs first. The amount of the contribution currently is as follows:

Water 2 Infrastructure - Pimpama	
Account: 74648 W2PIMPMA 101.0000 Equivalent Tenements @ \$2,705.78 =	273,283.78
Water 1 Infrastructure - Pimpama	
Account: 74648 W1PIMPMA 101.0000 Equivalent Tenements @ \$2,607.98 =	<u>263,405.98</u>
TOTAL	\$536,689.76

Contributions shall be calculated at rates current at due date for payment.

- 65 The applicant shall make payment of contribution towards one bus shelter in this area in the amount of \$8,000. The contribution is due for payment prior to the date of sealing of registrable plans of subdivision and will be calculated in accordance with the rates in force at the due date for payment. The amount payable is subject to adjustment in line with variation in the CPI.

#### GENERAL

- 66 In preparing the Operational Works drawings, the design is to take into consideration the location of road gully pits and proposed driveways to lots, to ensure that there is adequate separation between these features.
- 67 Submit evidence indicating that underground low voltage electricity is available to all lots within the subdivision. Any existing overhead lines and poles within or bounding the site (i.e. along the verge of Pamphlet Lane and Edwardson Drive) are to be removed. In supplying power to the site, no additional poles and/or pole-mounted transformers are permitted to be erected. Alternatively, the applicant is to provide evidence that an agreement has been entered into with Energex for the provision of the above.
- 68 Written confirmation from an approved telecommunications agency must be provided to Council indicating that satisfactory arrangements have been made for the provision of telephone services to all freehold and or community title lots within the subdivision. The written confirmation must be submitted to Council prior to Operational Works approval and sealing of survey plans (whichever comes first). Separate confirmations are required for each individual stage within a multi-stage development. The arrangements are to include the removal (under-grounding) of any existing overhead telecommunication cables within and bounding the site (i.e. along the verge of Pamphlet Lane and Edwardson Drive).
- 69 Unless otherwise specified in this approval, all works required in conjunction with this approval shall be designed, constructed and carried out in accordance with Council's Land Development Guidelines, Standard Specifications and Drawings, and shall be supervised and certified by the consulting engineer as complying with the approved drawings and relevant codes.



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**APPEAL RIGHTS FOR APPROVAL OR REFUSAL OF DEVELOPMENT APPLICATIONS FOR MATERIAL CHANGE OF USE, RECONFIGURATION OF A LOT OR OPERATIONAL WORKS APPLICATIONS.**

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**Appeals by applicants**

- 4.1.27 (1)** An applicant for a development application may appeal to the court against any of the following -
- (a) the refusal, or the refusal in part, of a development application;
  - (b) a matter stated in a development approval, including any condition applying to the development, and the identification of a code under section 3.1.6; \*\*
  - (c) the decision to give a preliminary approval when a development permit was applied for;
  - (d) the length of a currency period;
  - (e) a deemed refusal.
- (2)** An appeal under subsection (1)(a) to (d) must be started within 20 business days (the **"applicant's appeal period"**) after the day the decision notice or negotiated decision notice is given to the applicant.
- (3)** An appeal under subsection (1)(e) may be started at any time after the last day a decision on the matter should have been made.

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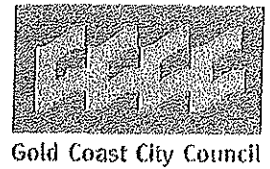
**APPEAL RIGHTS FOR SUBMITTERS/PETITIONERS OF DEVELOPMENT APPLICATIONS FOR MATERIAL CHANGE OF USE, RECONFIGURATION OF A LOT OR OPERATIONAL WORKS APPLICATIONS.**

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**Appeals by submitters**

- 4.1.28 (1)** A submitter for a development application may appeal to the court about -
- (a) the giving of a development approval, including any conditions (or lack of conditions) or other provisions of the approval; or
  - (b) the length of a currency period for the approval.
- (2)** The appeal must be started within 20 business days (the **"submitter's appeal period"**) after the day the decision notice or negotiated decision notice is given to the submitter.
- (3)** If a person withdraws a submission before the application is decided, the person may not appeal the decision.
- (4)** If an application involves both impact assessment and code assessment, appeal rights for submitters are available only for the part of the application involving impact assessment.
- (5)** If an application is processed under section 6.1.28(2), appeal rights for submitters for the application are available only for the aspects of the development that would have required public notification under the repealed Act.
- (6)** If an application involves assessment against a concurrence agency code, appeal rights for submitters for the application are not available against the part of the approval that represents the concurrence agency's response for the code.

Date: 15 December 2006  
Contact: Susan Windsor  
Location: Implementation & Assessment Branch, Nerang  
Telephone: (07) 5582 8093  
Your Reference: 0249  
Our Reference: PN144865/12/DA2  
Application No: MCU2400861



Devine Limited & Barry William Quail  
C/- WDC  
PO Box 4598  
ROBINA TOWN CENTRE QLD 4230

Dear Sir

**DECISION NOTICE TO APPLICANT**  
**APPLICATION TYPE: COMBINED MATERIAL CHANGE OF USE FOR RESIDENTIAL DEVELOPMENT (101 DWELLINGS COMPRISING 63 DETACHED DWELLINGS AND 38 ATTACHED DWELLINGS) AND RECONFIGURING A LOT (SUBDIVISION TO CREATE 68 LOTS, NEW ROAD AND PARK)**  
**PROPERTY DESCRIPTION: LOT 118 ON RP186347 , LOT 119 ON RP186347**  
**PROPERTY SITUATED AT: 8 & 16 PAMPHLET LANE, COOMERA**

I wish to advise that on 11 December 2006 the above application was resolved as outlined in the attached document. The conditions indicate whether the Assessment Manager or a Concurrence Agency imposed them.

An extract from the Integrated Planning Act 1997, which details your appeal rights, is attached for your information.

If you do not appeal the decision, this Decision Notice is taken to be the Development Approval and has effect immediately.

Should you wish to clarify any issues contained in this letter, please do not hesitate to contact Susan Windsor on telephone (07) 5582 8093.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Jonathan Lee'.

Jonathan Lee  
ACTING SUPERVISING PLANNER ROL  
for the Chief Executive Officer

SW:VB  
attach

TYPICAL DWELLING PLANS			
Typical Dwelling - Type 'D'	D01 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'D'	D02 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'B'	D03 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'B'	D04 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'A'	D05 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'A'	D06 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'CA3 Type 2'	D11 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'CA3 Type 2'	D12 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Studio	D13 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'T13'	D14 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'T13'	D15 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'T10' (Lot 11)	D16 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'T10' (Lot 11)	D17 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'G'	D18 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'G'	D19 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'G'	D20 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'CF4'	D21 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'CF4'	D22 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'T8' (Lot 53)	D23 rev. C	Oct. 2006	Andrews Neil
Typical Dwelling - Type 'T8' (Lot 53)	D24 rev. C	Oct. 2006	Andrews Neil
INDICATIVE STREETSCAPE ELEVATIONS			
Indicative Streetscape from Road No. 1	D25 rev. C	Oct. 2006	Andrews Neil
Indicative Streetscape from Road No. 2	D26 rev. C	Oct. 2006	Andrews Neil
Indicative Streetscape from Road No. 3	D257 rev. C	Oct. 2006	Andrews Neil
Indicative Streetscape - Laneway No. 1	D28 rev. C	Oct. 2006	Andrews Neil
Indicative Streetscape - Edwardson Drive	D29 rev. C	Oct. 2006	Andrews Neil
Indicative Streetscape from Road No. 2	D30	Oct. 2006	Andrews Neil
Indicative Streetscape from Road No. 1 & No. 2	D31 rev. C	Oct. 2006	Andrews Neil

- a The Plan of Development and associated layout plans are to be amended to reflect the lot boundary and round-a-bout location on Road 4 in accordance with sealed survey plan No. SP194744.

- h The maximum building height is 2 storeys;
- i Site coverage of Detached and Attached Dwellings shall not exceed 50%;
- j All dwellings adjacent to rear laneways are to address the front street (i.e. street address and front door to the front street), with vehicular access via the rear laneways;
- k Eaves of a minimum of 600mm (including gutters) shall be provided for each habitable room.
- l All habitable room windows that directly face and are within either ten metres of a habitable room window of another dwelling or three metres of an access way, footway or communal open space area, must have one or more of the following characteristics:
  - A sill height of 1.7 metres above floor level;
  - Fixed obscure glazing in any part of the window below 1.7 metres above floor level; or
  - The view from the habitable room window screened by a structure not greater than 1.8 metres in height that has openings, which make it no more than 50% transparent.

Alternately, a habitable room window that faces and is within ten metres of a habitable room window of another dwelling must be offset from the edge of one window to the edge of the other by a distance sufficient to limit views into the adjacent windows.

- 5. All dwellings adjoining Pamphlet Lane are to be constructed to comply with the requirements of AS/NZS 2107:2000 (Acoustics - Recommended design sound levels and reverberation times for building interiors) and AS 3671-1989 (Acoustics - Road Traffic Noise Intrusion - Building Siting and Construction).
- 6. The developer is to provide a copy of the approved plans and a copy of this approval to the initial future purchasers of the lots.

#### LANDSCAPING AND FENCING

- 7. A detailed landscaping plan (prepared by a qualified landscape architect or similar design professional) shall be submitted and approved by the Chief Executive Officer prior to the issue of a development permit for carrying out building work for all Attached and Detached Dwellings, generally in accordance with the following intent plans:

Plan Title	Plan Number	Date	Drawn By
Streetscape Intent Plan	4315-03	15/06/06	Saunders Havill Group
Entry Statement Sketch Plan	4315-04	15/06/06	Saunders Havill Group
Park Concept Plan - 01	4315-05	15/06/06	Saunders Havill Group
Minor Park Concept Plan	4315-06	15/06/06	Saunders Havill Group
Buffer & Drainage Treatments	4315-07	15/06/06	Saunders Havill Group
Landscape Species	4315-08	15/06/06	Saunders Havill Group

Such plan/s and details shall be submitted and approved by the Chief Executive Officer prior to the issue of a development permit for the carrying out of operational work, or if an application for operational work is not required, prior to the commencement of the use the subject of this approval.

Such plan/s and details, when approved by the Chief Executive Officer shall become the endorsed plan forming part of this approval and a stamped copy will be returned to the applicant."

#### **EARTHWORKS**

- 2 Design and construct all earthworks (including filling within lots, revetment walling and rock protection works to batters) as required in order to achieve the proposed subdivision. All batters (freestanding and/or retained) must achieve a factor of safety of not less than 1.5 against failure in the long term condition.
- 3 Retaining structures (including Boulder Walls) are to comply with sections 3.2.7(b) and 7.7 of Council's Land Development Guidelines. In particular:
  - a Retaining structures over 1.5 metres in height are to be stepped 1.0 metre (horizontally) for each 1.5 metres in height to a maximum height of 3.0 metres, and the terraces landscaped, unless otherwise approved by the Chief Executive Officer in accordance with an approved Geotechnical report;
  - b Retaining structures are not to encroach within existing or proposed road reserves, public open spaces or easements. The structures (including associated footings) are to be located within the proposed residential property and are to be founded such that any excavation by Council or service authorities up to the boundary will not result in additional expense, safety measures or rectification being necessary to perform such works;
  - c Retaining structures should generally be located on the "low side" lot (property) and positioned such that the property boundary is setback a minimum distance of 0.6 metres from the top of the rear of the retaining structure. In the case where the proposed subdivision/development is on the high side of an existing property not the subject of the application or the new lot is on the high side of a park (existing or proposed) the retaining structure and associated footings are required to be within the "high side" lot and set back 0.6 metres from the property boundary (unless otherwise approved by the Chief Executive Officer);
  - d Construction of Retaining structures and associated footings near underground services such as sewer pipes, stormwater drainage pipes and water reticulation pipes is to comply with section 7.7 of Council's Land Development Guidelines. In particular such works are required to be 2.0 metres clear of services unless otherwise approved by the Chief Executive Officer;
  - e The detailed drawings must indicate the point of discharge for surface and subsoil drainage behind the structure;

pavement width construction to the new standard is required - i.e. the existing pavement is to be removed from the road reserve. In demonstrating that the existing pavement meets Council's new road classification standard, the applicant must submit supporting technical data (e.g. subgrade and existing pavement CBR results, confirmation of existing pavement depth and composition of pavement) with the Operational Works application.

- c Road 2 shall be classified as a 'Residential Collector Street', with 7.5m wide pavement and 4.5m wide verges (16.5m minimum reserves).
  - d Road 1 shall be classified as a 'Residential Access Street', with 7.5m wide pavement and 4.5m wide verges (16.5m minimum reserve).
  - e Road 3 shall be classified as a 'Residential Access Street', with 7.5m wide pavement and 3.5m wide verges (14.5m minimum reserve).
  - f Both Rear Lanes (Laneway 1 and Laneway adjacent lot 11) shall be classified as 'Residential Access Streets', with 5.5m wide pavements on 8.0m (minimum) reserves. The entrances/exits to the rear lanes are to be constructed with a threshold treatment and have reduced kerb return radiuses (R3.5m maximum). The gradient requirements shall comply with section 3.4.6 of Council's Land Development Guidelines.
  - g The intersection of the laneway adjacent lot 11 and Road 4 is to be constructed and sign posted as a 'left out only' from the rear lane onto Road 4.
  - h Please also note that in addition to the above road reserve and verge width requirements, where swales are proposed along a verge, the verge width is to be increased by a minimum of 2.0m. This will be assessed at the Operational Works Stage.
- 5 All lots within, and affected by, the subdivision shall have safe vehicular access in accordance with Council's Land development Guidelines. In particular:
- a The driveway to the corner townhouse on lot 1 (adjacent Road1/Road 2 intersection) is not permitted to be off Road 1. It is required to be located off Road 2 and set back at least 10.0m from the intersection, in accordance with Council's Land Development Guidelines. This will require a redesign of the corner townhouse;
  - b The width and gradient of driveways across the verge (road reserve footpath area) are to comply with the requirements as set out in Council's Standard drawing No's 05-02-301 & 05-02-302 (as applicable);
  - c Gradients of driveways within proposed residential lots are not to exceed 1 in 4 (25%);
  - d Gradients of driveways within proposed multi-unit/dwelling sites are not to exceed 1 in 5 (20%);

**SURVEY**

- 11 Easements shall be provided, in favour of and at no cost to Council, over relevant Council infrastructure located within private land. The surveyor is also to provide to Council a certification that the easements are correctly located over the relevant infrastructure. Also, when registering the above easements, the form 9 document shall refer to Council's standard registered document No. 707918364. Easement plans and associated documents are to be duly signed by the relevant parties prior to submitting same to Council for endorsement.
- 12 Provide Standard Permanent Survey Marks, levelled on the Australian Height Datum and fixed with horizontal coordinates to the Map Grid of Australia (MGA94) to 4<sup>th</sup> order accuracy or better, at locations approved by the Chief Executive Officer or in accordance with guidelines adopted by Council.
- 13 All lots are to be connected to Permanent Survey Marks (PSM's) in accordance with Council's 'Land Development Guidelines' and 'Standard Electronic Format for As Constructed Data' manual. The connections of the lots to the PSM's and the coordinates of the PSM's are required to be shown on the face of the Plan of Survey when lodging such plans to Council for endorsement.
- 14 Prior to the submission of the Plan of Survey to Council, all works to be handed over to Council must be either formally accepted 'On Maintenance' or have the uncompleted works bond lodged and accepted by Council.
- 15 Dedication, free of cost to Council, of land required for road widening purposes; in particular a 1.5m wide strip of land along the frontage of the site to Pamphlet Lane to the requirements of the Chief Executive Officer.
- 16 Provide "Preliminary As Constructed" data for the constructed sewerage and stormwater infrastructure works that will come under Council's ownership, certified by a Registered Professional Engineer Queensland (RPEQ), in both hard copy and digital (floppy disc and or CD) formats in accordance with Councils "Standard Electronic Format For As Constructed Data" prior to Councils endorsement of the Plan of Survey.
- 17 Provide "As Constructed" data for the constructed infrastructure works that will come under Council's ownership, certified by a Registered Professional Engineer Queensland (RPEQ), in both hard copy and digital (floppy disc and or CD) formats in accordance with Councils "Standard Electronic Format For As Constructed Data" prior to "On Maintenance".

**ENVIRONMENTAL PLANNING****Vegetation Management Plan**

- 18 A Vegetation Management Plan must be submitted to Council in concurrence with any future Operational Works Application over the site. The plan will only be approved by the Chief Executive Officer prior to or as part of any future Operational Works approval, inclusive of Change to Ground Level, Civil Works, Vegetation Clearing or Landscape Works.

**Vegetation Removal**

- 22 An Operational Works Application (Vegetation Clearing) is required to be submitted and approved by Council for any works proposing the removal of vegetation identified within the Operational Work - Vegetation Clearing "Table of Development" for the subject sites Domain or Local Area Plan designation. The application is to be accompanied by (where applicable) copies of the following approved plans, and copies of the approval advice for the said plans (Decision Notice/Letters of Approval etc.):
- a Plans clearly indicating which vegetation is proposed to be removed and which is proposed to be retained;
  - b Approved ROL Plan of Subdivision and associated Decision Notice;
  - c Vegetation Management Plan; and
  - d Either:
    - A letter from a QPWS recognised spotter-catcher stating that the site has been assessed with no requirement for a spotter-catcher to be present during tree works; or
    - A letter from the spotter-catcher incorporating a list of anticipated species, and a basic Fauna Management Plan; or
    - A Fauna Management Plan endorsed by QPWS.

**PARKS**

- 23 In accordance with Section 6.3.1 of the Land Development Guidelines all retaining structures located within or immediately adjacent to open space areas are not acceptable. They are to be replaced with batters of 1 in 6. If this is not achievable batters of 1 in 4 or greater may be used if considered acceptable by the Chief Executive Officer. Batters of 1 in 4 or greater are to be vegetated and certified by a geotechnical officer.
- 24 All maintenance tracks are to be of a suitable surface treatment for all weather access. The design of such tracks shall be determined at Operation Works - Civil stage to the satisfaction of the Chief Executive Officer.
- 25 Bollards and vehicle exclusion devices are to be provided around the perimeter of all public open space areas. Furthermore access gates are to be provided where necessary. These are to adhere to the minimum requirements as per the Land Development Guidelines Drawing No. 05-05-005.



- b Cleaning of any silt deposition;
- c Standard of any planting areas, including retained vegetation areas, rehabilitation areas and garden areas;
- d Condition of any permanent infrastructure, such as irrigation, on-site sediment and erosion control devices, hard surfacing;
- e Condition of any park facilities or play equipment;
- f Rubbish and site debris removal;
- g Standard to be achieved with regard to declared plants and recognised environmental weeds; and
- h Standard of fire hazard mitigation measures (fire trails and water storage facilities).

The Open Space Management Plan shall address the following elements of Rehabilitation of Open Space Areas (note: the Rehabilitation Plan is to be incorporated into the Open Space Management Plan):

- a Details of proposed rehabilitation works including proposed species and planting palette;
- b Planting modules to demonstrate planting densities;
- c Weeding works required; and
- d Maintenance requirements.

- 27 Submit and obtain approval for a Landscape Plan (prepared by a qualified landscape architect or similar design professional) generally in accordance with the approved subdivision layout and relevant conditions of approval; which shall be submitted and approved prior to landscape works commencing on the site, and, such works being constructed prior to Council's endorsement of the survey plans.

The Detailed Landscape Plans are to comply with Part 2 of the Landscape Strategy: Landscape Works Documentation Manual - September 2002 and include the following:

All open space areas (including road reserve):

- a Trees shall not be aligned with side boundaries or where underground services are located;
- b Tree planting shall be set back a minimum of one (1) m from the nominal kerb line and be a single trunked canopy shade species able to attain a clear trunk height of 1800 mm on maturity;
- c Trees shall be kept a minimum distance of two (2) m laterally from inlet gullies;

- h Future management and maintenance regimes for protection of significant vegetation areas, ecological systems, waterways and fauna;
  - i Future management of bush fire hazard (only where appropriate);
  - j Management of domestic farm/feral animals (if appropriate);
  - k Tree management procedures;
  - l Future management and maintenance regimes for sediment and erosion control devices, and irrigation;
  - m Proposed future need for infrastructure, including public facilities;
  - n Maintenance of built form and hard surfacing;
  - o Management and control of declared plants and recognised environmental weeds.
- 29 The land owner shall be responsible for the establishment of all components of dedicated public open space /park to a standard deemed acceptable to Council, for the duration of a 6 month 'Establishment Period' prior to commencement of an 'On Maintenance' phase. During the 'Establishment Period' the applicant shall rectify any defects arising from substandard workmanship or poor quality species or inappropriate replacement of species when specified species cannot be reasonably obtained, and for the maintenance of all components and their environs.
- 30 The applicant is responsible for undertaking an 'On' Maintenance period of 12 months upon satisfaction completion of an 'Establishment Period'. During this period the applicant, and not Council, is responsible and liable for maintaining open space areas, and for the rectification of defects and for any damage that may occur unless the works in open space areas may be directly attributable to Council activities.
- 31 Works undertaken and embellishments installed within public open space shall be in 'as new' condition, to a standard deemed acceptable to Council, at commencement of 'on maintenance' period, and signs of depreciation shall be limited to deterioration commensurate with moderate use at 'off maintenance'. Consideration of condition of works or embellishment includes, but is not limited to elements of structural, functional and aesthetic integrity, or any other form of damage at commencement of 'on' or 'off' maintenance period.
- 32 The land shown as park on future amended proposal plan shall be transferred to Council in fee simple as 'Public Open Space' and held in trust for community infrastructure. Council may use or permit to be used the land for purposes that do not compromise the purpose for which the land is dedicated. The transfer documents are to be lodged concurrent with the Survey Plans, and is to be effected free of cost to Council.

- 39 Provide certification from a qualified stormwater engineer/scientist that the submitted engineering drawings accurately reflect the stormwater management treatment train in the approved Stormwater Management Plan. This certification is to be submitted in conjunction with the lodgement of Operational Works application.
- 40 Provide certification from a qualified stormwater engineer/scientist that the stormwater management treatment train in the approved Stormwater Management Plan and associated device drawings has been installed on site and constructed in accordance with design drawings. This certification is to be provided to the Council prior to sealing of survey plans.
- 41 The applicant shall enter into an agreement with a licensed waste removal company for the continued maintenance and removal of hydrocarbons and other waste captured by the GPTs for a minimum period of 24 months. This agreement is to be submitted prior to the sealing of survey plans.
- 42 The bio-retention systems shall be 'On Maintenance' period for at least 24 months. During that period the developer/applicant shall be responsible for all management and maintenance works for the bio-retention systems. A maintenance management document is to be submitted to Council for approval prior to the commencement of 'Off-Maintenance' period.
- 43 During all site works the applicant shall ensure that Sediment and Erosion control measures are implemented in accordance with best industry practices, Council's Planning Scheme's Sediment and Erosion Control Constraint Code and the Soil Erosion and Sediment Control Engineering Guidelines for Queensland Construction Sites (The Institution of Engineers, Australia Queensland Division June 1996).
- 44 During all site works, sediment control structures (eg sediment fences) shall be placed at the base of all materials imported on-site to alleviate any possible sediment runoff.
- 45 The proposed development shall result in no adverse impact external to the site either from increase in peak flows from the site or from redirection/concentration of flows during storm events up to and including the 100-year ARI event.

#### HEALTH & REGULATORY SERVICES

- 46 All roadway ends where refuse contractor vehicles are required to enter and exit the roadway shall have minimum 20m diameter turning circles as per the "Waste Management Policy relating to Refuse Requirements for Proposed and Existing Building Developments Within the City of Gold Coast", dated January 1995, 1st Edition.

- c The design, standard and construction of the reduced infiltration gravity sewer reticulation system (both external works and works internal to each lot within the subdivision) is to be in accordance with Council's Land Development Guidelines as amended by the interim standards for reduced infiltration gravity sewers.
  - d The connection point shall be the manhole provided by the adjacent neighbouring development from the east unless otherwise approved by Gold Coast Water.
- 52 Under the East Coomera Sewerage Infrastructure Strategy (ECSIS) Council approves a sewerage capacity for 65 dwellings for this development subject to:
- a A currency period of 18 months from the date of the Decision Notice. In the event that the Applicant has not used the assigned sewerage capacity, that is the survey plans for ROL have not been presented to Council for endorsement, the assigned sewerage capacity will automatically return to the ET pool for Zone C, unless otherwise approved by the Director Gold Coast Water;
  - b Council only approving Operational Works for water supply and sewerage up to the amount of the assigned sewerage; and  
*(Note: Council would be cognisant of continuity issues and through negotiation resolve issues due to the 75% provision in a consultative manner provided that it does not compromise the proposition that no Operational Works approval for water supply or sewerage component be granted that ultimately permits the endorsement of allotments above the 75% provision until such time as further capacity becomes available).*
  - c Council not being obliged to approve Operational Works for water supply and sewerage beyond the assigned sewerage capacity unless further sewerage capacity becomes available or the Pimpama WWTP becomes operational, which ever occurs first.
- 53 Easements shall be provided for all gravity sewers where not located in road reserve. Easements widths shall be approved by Council and shall be not less than 3m wide and make reasonable allowance (considering the depth of the sewer) for future access and maintenance.
- 54 Council will require that the subdivision be physically connected to Council's live sewerage network prior to the endorsement of the survey plans. This shall include the completion of all infrastructure downstream of the development site to the point of connection. Relevant easement documents shall be prepared and registered prior to submission of the sewerage component of the Operational Works application.
- 55 All live connections to the existing sewer main are to be performed by Council.

**RAINWATER TANKS**

- 60 To reduce drinking water main consumption and supplement reticulated water supply, a rainwater tank is to be installed and connected for each future dwelling, in accordance with the following requirements:
- a The installation and maintenance of each rainwater tank is to be in accordance with the requirements contained in Council's 'Interim Rainwater Tank Guidelines-August 2005' or as amended;
  - b Siting and setback provisions as contained in Council's 'Interim Rainwater Tank Guidelines-August 2005' or as amended;
  - c A Plumbing and Drainage Compliance Permit is to be obtained prior to any commencement of Plumbing and Drainage works;
  - d A copy of Council's 'Living with Rainwater Tanks - Fact Sheets' is to be obtained from Council and is to be included with each contract for the sale of any lot; and
  - e Provision for a stormwater connection point for the overflow from the rainwater tank shall be made in accordance with the Land Development Guidelines 2005 or as amended.

**INFRASTRUCTURE CHARGES**

- 61 Contributions toward Recreation Facilities Network Infrastructure shall be paid to the Council in accordance with Planning Scheme Policy 16 - Policy for Infrastructure Recreation Facilities Network Developer Contributions prior to the endorsement of the plan of survey, the issue of a certificate for building works, the carrying out of final plumbing inspection or use commencing whichever occurs first. The amount of the contribution currently is as follows:

Recreation Facilities - Coomera-Cedar Creek	
Account: 74648 RECINF 123.0000 Equivalent Tenements @ \$5,160.00 =	634,680.00
<b>TOTAL</b>	<b>\$634,680.00</b>

Contributions shall be calculated at rates current at due date for payment.

- 62 Contributions toward Sewerage Network Infrastructure shall be paid to the Council in accordance with Planning Scheme Policy 3B - Policy for Infrastructure Sewerage Network Developer Contributions prior to the endorsement of the plan of survey, the issue of a certificate for building works, the carrying out of final plumbing inspection or use commencing whichever occurs first. The amount of the contribution currently is as follows:

Sewer 2 Infrastructure - Pimpama	
Account: 74648 S2PIMPMA 123.0000 Equivalent Tenements @ \$2,632.00 =	323,736.00
Sewer 3 Infrastructure - East Coomera (C)	
Account: 74648 S3COOM 123.0000 Equivalent Tenements @ \$1,808.00 =	222,384.00
Sewer 1 Infrastructure - Pimpama	
Account: 74648 S1PIMPMA 123.0000 Equivalent Tenements @ \$4,988.00 =	613,524.00
<b>TOTAL</b>	<b>\$1,159,644.00</b>

Contributions shall be calculated at rates current at due date for payment.

include the removal (under-grounding) of any existing overhead telecommunication cables within and bounding the site (i.e. along the verge of Pamphlet Lane and Edwardson Drive).

- 69 Unless otherwise specified in this approval, all works required in conjunction with this approval shall be designed, constructed and carried out in accordance with Council's Land Development Guidelines, Standard Specifications and Drawings, and shall be supervised and certified by the consulting engineer as complying with the approved drawings and relevant codes.

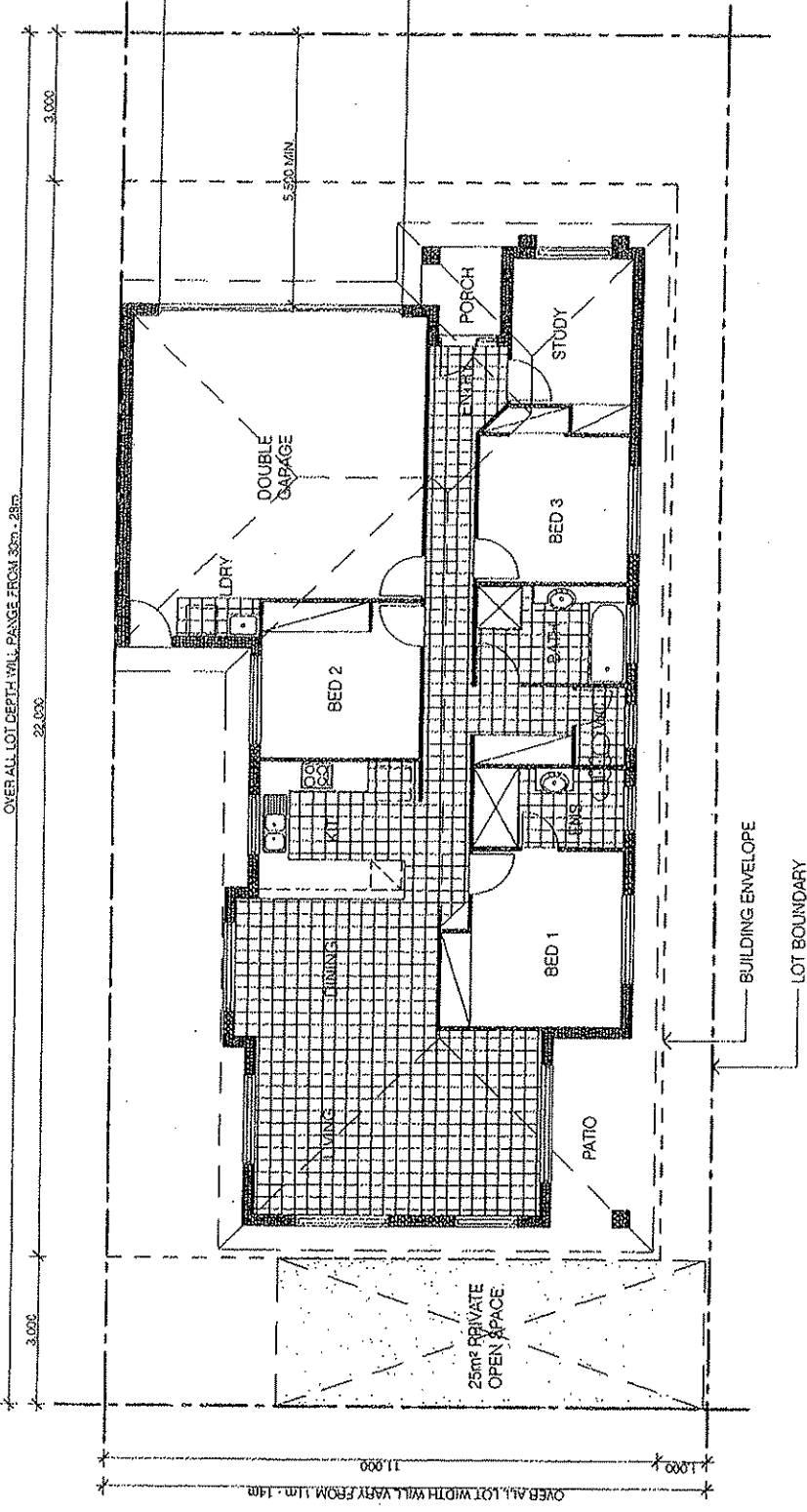
**GENERAL ADVICE - Please note that this is not a condition**

That the applicant be advised that nothing in this decision notice alleviates the need to observe all relevant legislation, Council's Planning Schemes and Local Laws.

The applicant be advised that an Operational Works application(s) shall be made pursuant to the Integrated Planning Act 1997 for all works required by the above Development Permit prior to any works commencing on site.

Where the value of Operational Works exceeds \$80,000, the applicant is required to provide to Council a copy of receipt of payment of the Portable Long Service Leave building construction levy (Q.Leave - Notification and Payment Form) approved by the Authority (or provide appropriate exemption) prior to Council issuing a development permit for the Operational Works (Refer section 77 (1) of the Building and Construction Industry (Portable Long Service Leave) Act 1991).

The applicant be advised that payment of outstanding Council rates and charges will be required prior to the lodgement of survey plans.



**LOT CALCULATIONS**

LOT AREA: 336m²

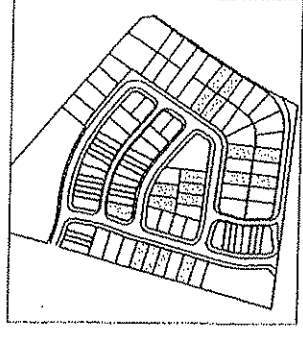
BUILDING FOOTPRINT: 164m²

SITE COVERAGE: 48.8%

**NOTE:**

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SETBACKS TO ALL FRONTAGES FOR ALL DWELLING TYPES ARE REDUCED BY 1m FOR VERANDAS, PORCH, COVERED FIRST FLOOR BALCONY AND ENTRY PORCHES



REFER TO DRAWING NUMBER 0249\_001\_F1 FOR LOT NUMBERS

**Andrews.Neill** PROJECT TITLE: **LOTS 118 AND 119 ON RP186347 PAMPHLET LANE EAST COOMERA**

ARCHITECTURE - PLANNING - LANDSCAPE - ENVIRONMENT - URBAN DESIGN  
10/2 WATERLOO RD BOX 144 COOMERA NSW 2250  
TEL: 02 6362 4371 FAX: 02 6362 4372

**Devine Homes**

DRAWING TITLE: **TYPICAL DWELLING - TYPE 'D'**

DRAWING NO: **D01**

SCALE: **1:100**

DATE: **06/07**

CHECKED BY: **SA**

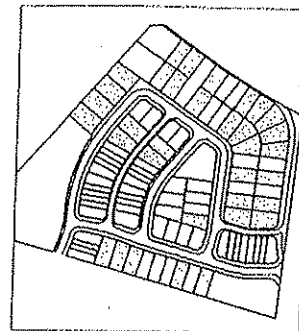
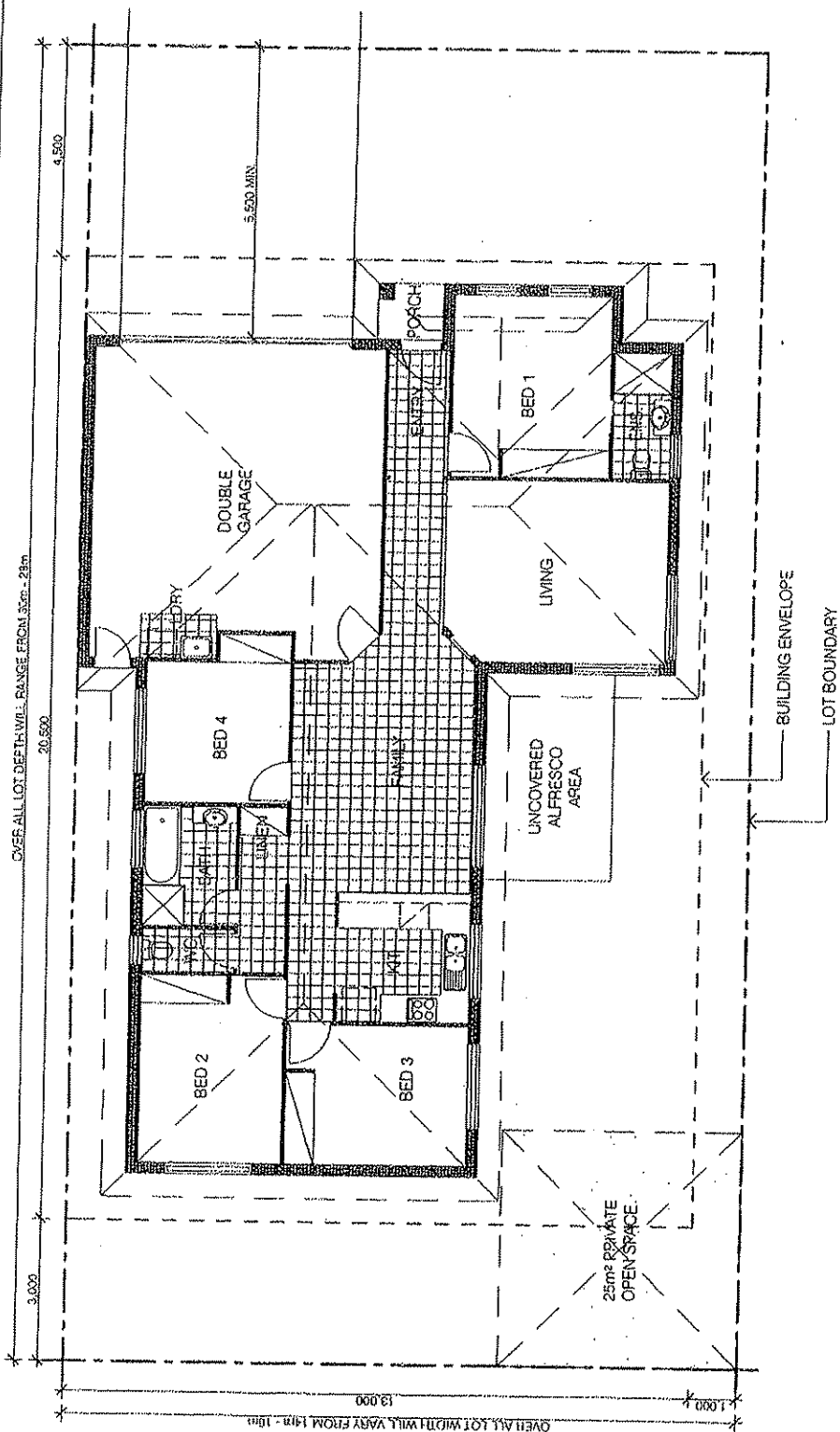
DESIGNED BY: **SA**

DATE: **OCTOBER 2000**

PROJECT NO: **0007**

STAGE: **POD**

REVISION: **C**



### LOT CALCULATIONS

LOT AREA:	392m <sup>2</sup>
BUILDING FOOTPRINT	172m <sup>2</sup>
SITE COVERAGE:	43.8%

NOTE: POLICE TYPE SHOWN IS AN INDICATIVE REPRESENTATION ONLY AND IS SUBJECT TO MINOR VARIATIONS AT THE DISCRETION OF DEVINE LIMITED AND SHALL BE GENERALLY IN ACCORDANCE WITH THE DECISION NOTICE AS APPROVED BY COUNCIL.

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REFER TO DRAWING NUMBER: 0249 001 F1 FOR LOT NUMBERS

DRAWING FILE		TYPICAL DWELLING - TYPE 'B'		REVISION
1		2		C
SCALE 1:100 @ A3		DRAWING NO. D03		
DATE	BY	CHECKED	BY	
1992				

[illegible]

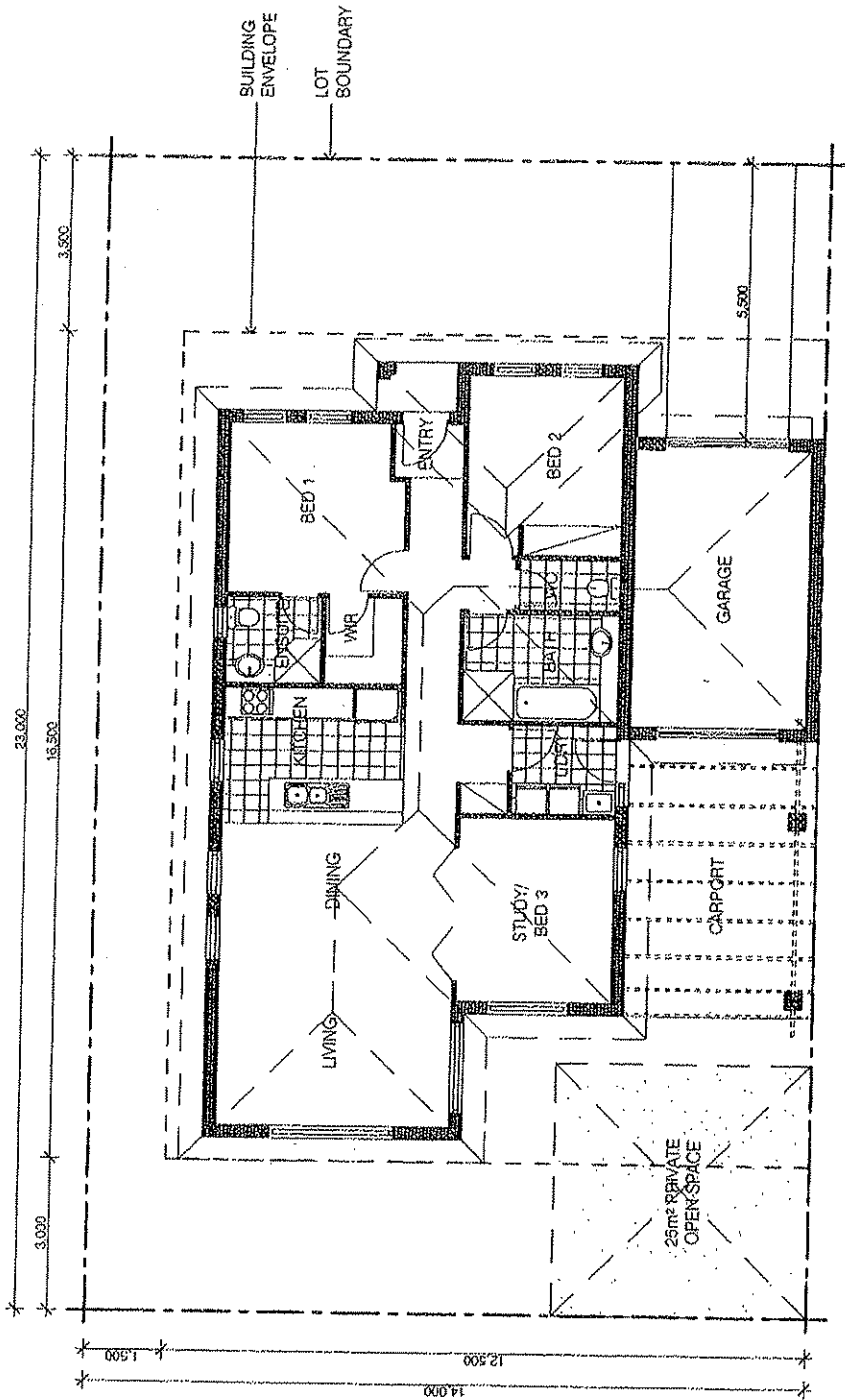
DRAWN: SG	DESIGNED: N/A
CHECKED: JH	DATE: OCTOBER 2008
PROJECT NO:	STAGE:
00037	POD

*Devine*  
Homes

LOTS 118 AND 119 ON RP186347  
PAMPHLET LANE,  
EAST COOMERA

STRUCTURE • PLANNING • LANDSCAPE • ENVIRONMENT • GREEN DESIGN  
 100 WEST 125TH STREET, SUITE 100, NEW YORK, NY 10032  
 TEL: 212 465 1234 FAX: 212 465 1234



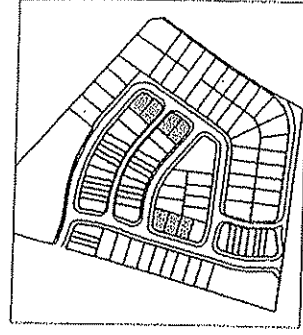


# LOT CALCULATIONS

LOT AREA: 322m<sup>2</sup>  
 BUILDING FOOTPRINT: 137m<sup>2</sup>  
 SITE COVERAGE: 42.5%

NOTE:  
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SETBACKS TO ALL FRONTAGES FOR ALL DWELLING TYPES  
 ARE REDUCED BY 1m FOR VERANDAS, PORCH, COVERED  
 FIRST FLOOR BALCONY AND ENTRY PORTICOS



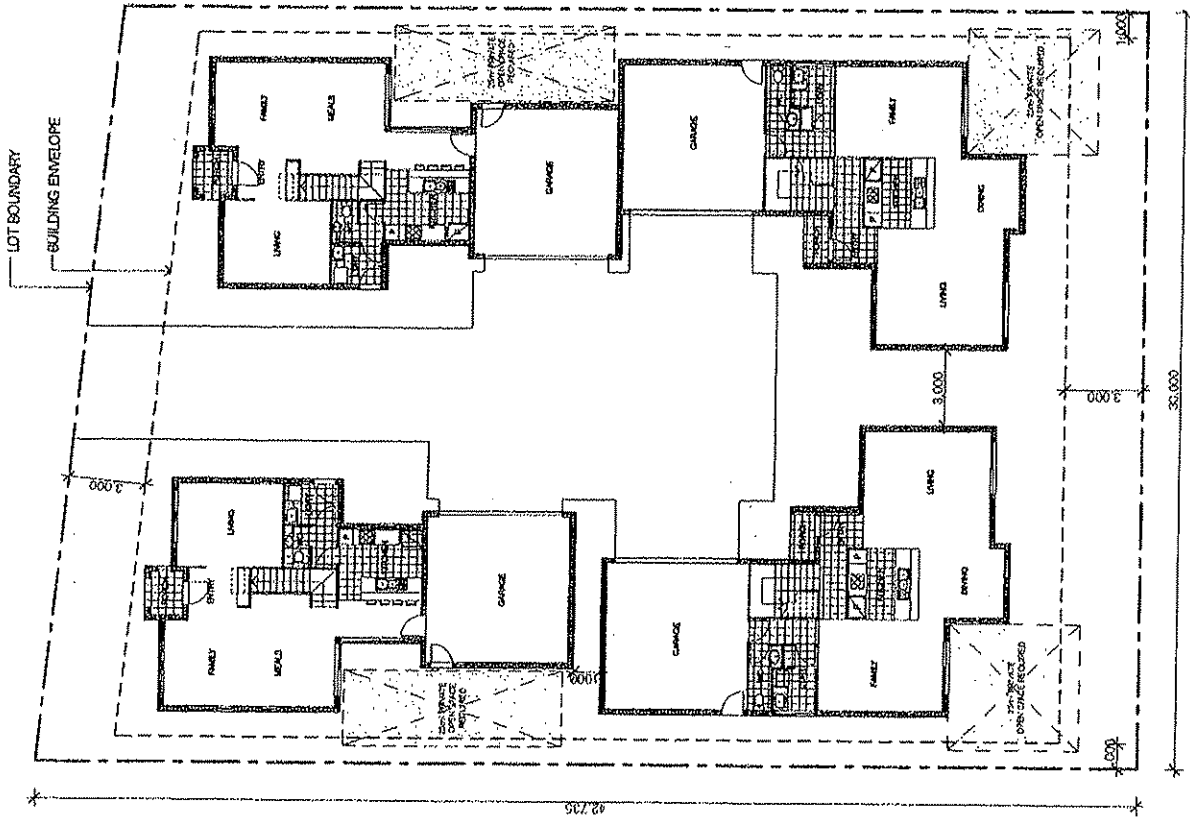
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DRAWING TITLE		TYPICAL DWELLING - TYPE 'A'	
DESIGNED: WA	CHECKED: JH	PROJECT NO:	0249
DATE: OCTOBER 2008	STAGE:	POD:	
AS-SET DATE:	DESCRIPTION:	DRAWING NO:	005
REVISION:			C

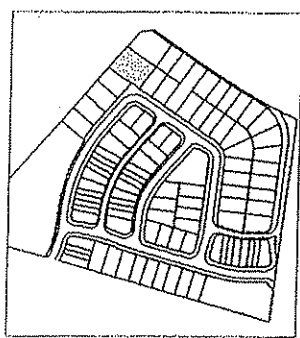
**Andrews.Nell** PROJECT FILE

LOTS 118 AND 119 ON RPT188347  
 PAMPHLET LANE,  
 EAST COOMERA

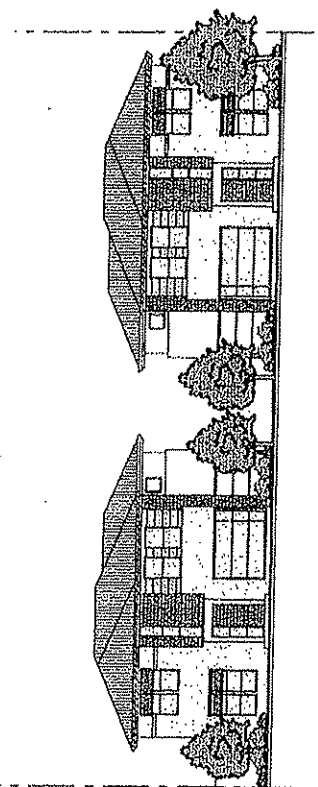
ARCHITECTS: PLANNING, LANDSCAPE & ENVIRONMENTAL - URBAN DESIGN  
 15-17 HART STREET PO BOX 1054 COOMERA NSW 2359  
 PH: 02 6551 3133 FAX: 02 6551 3771  
 EMAIL: andrews@andrews.net.au



GROUND FLOOR PLAN



REFER TO DRAWING NUMBER 0249\_001\_F1 FOR LOT NUMBERS

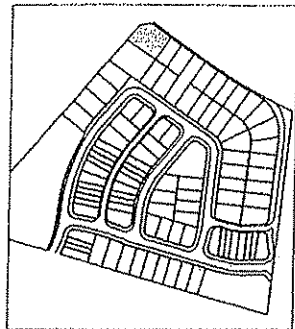
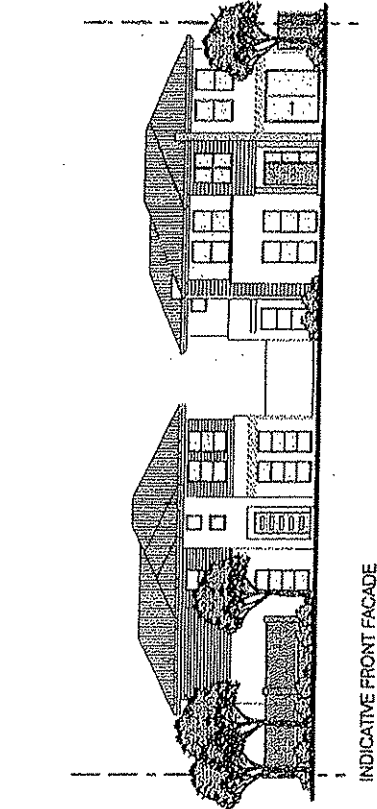


INDICATIVE FRONT FACADE

**LOT CALCULATIONS**  
 LOT AREA 1,236m<sup>2</sup>  
 BUILDING FOOTPRINT 480m<sup>2</sup>  
 SITE COVERAGE 38.8%

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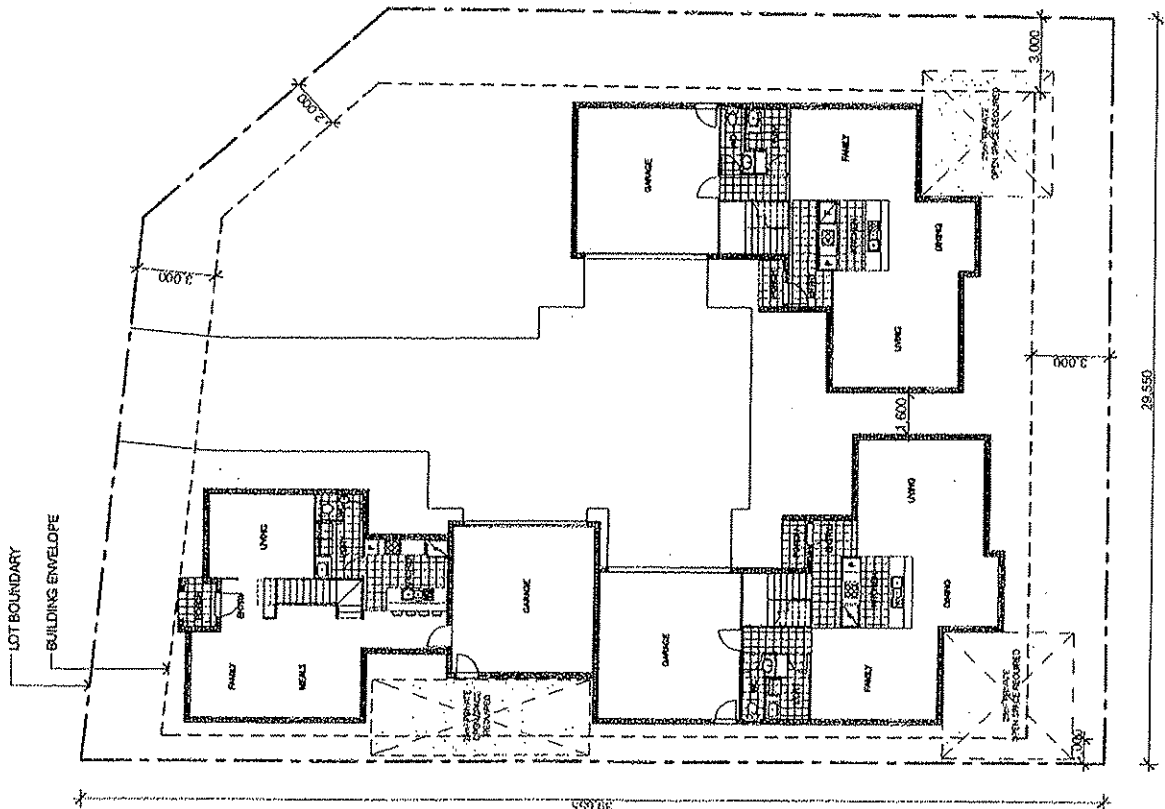
<b>Andrews.Neil</b> ARCHITECTURE • PLANNING • LANDSCAPE • INTERIORS • URBAN DESIGN 1/100 RIVERVIEW DRIVE, EAST COONAMERGA, SA 5171 TEL: 08 8538 0000 FAX: 08 8538 0001		PROJECT TITLE <b>LOTS 118 AND 119 ON RP186347 PAMPHLET LANE, EAST COONAMERGA</b>		DRAWN: <b>SS</b> CHECKED: <b>JA</b> PROJECT NO: <b>0007</b>		DESIGNED: <b>NA</b> DATE: <b>OCTOBER 2006</b> STAGE: <b>P00</b>		DRAWING TITLE <b>TYPICAL DWELLING - TYPE C&amp;M TYPE 1*</b>		DRAWING NO. <b>D07</b>		REVISION <b>C</b>	
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REFER TO DRAWING NUMBER 0249\_001\_P1 FOR LOT NUMBERS

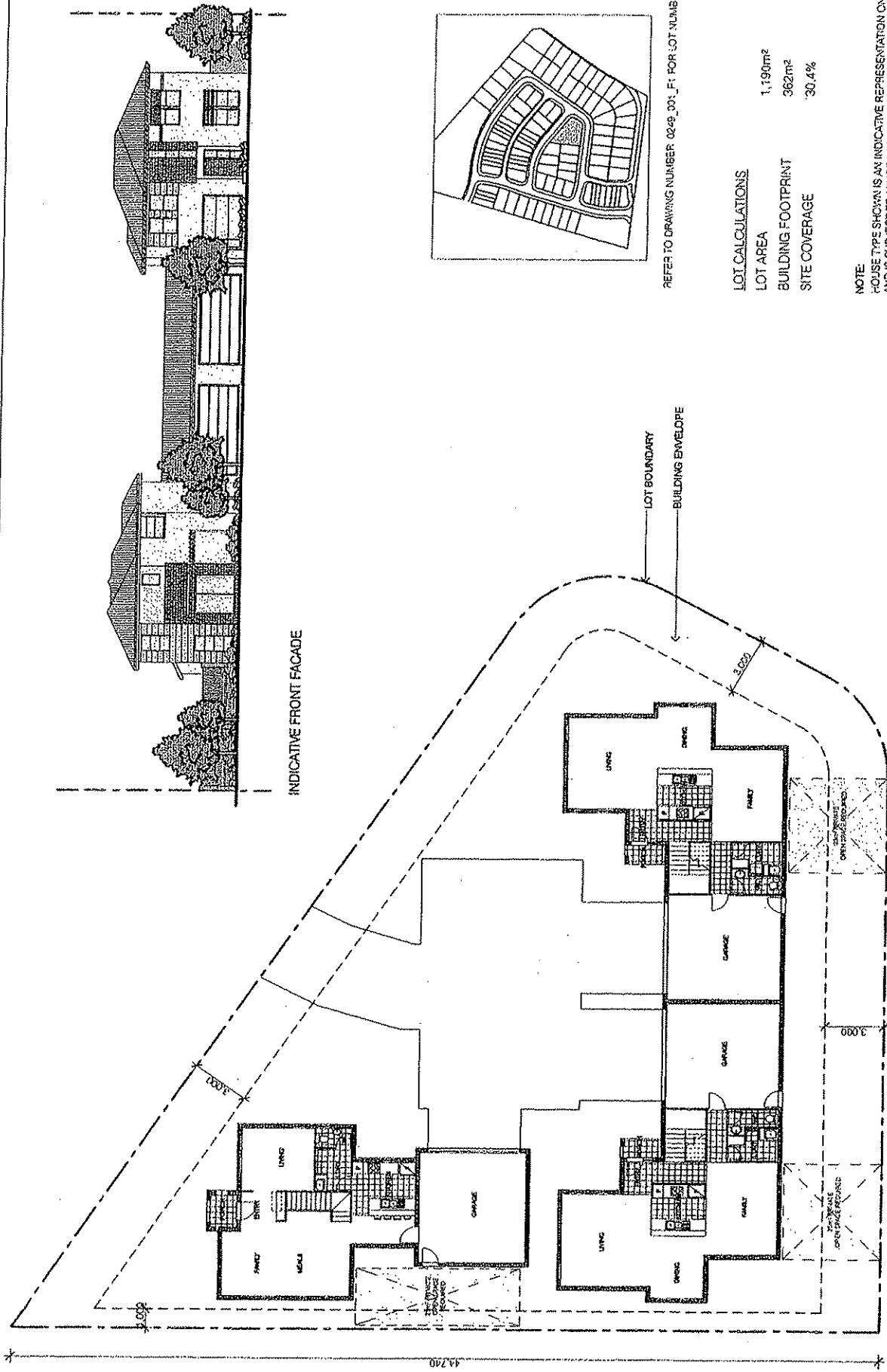
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SETBACKS TO ALL FRONTAGES FOR ALL DWELLING TYPES  
ARE REDUCED BY 1m FOR VERANDAH, PORCH, COVERED  
FIRST FLOOR BALCONY AND ENTRY PORTICO'S

**LOT CALCULATIONS**  
LOT AREA 1,099m<sup>2</sup>  
BUILDING FOOTPRINT 358m<sup>2</sup>  
SITE COVERAGE 32.6%

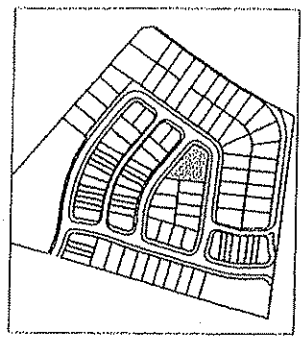
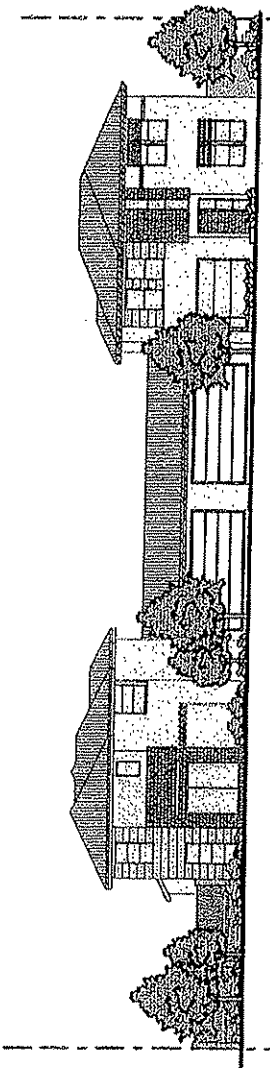


GROUND FLOOR PLAN

<b>Andrews.Neil</b> ARCHITECTS 1/250 WATTS ROAD, EAST COOMERA, QUEENSLAND 4285 TEL: 07 5522 1000 FAX: 07 5522 1001 EMAIL: andrews.neil@andrewsneil.com.au		<b>Devine Homes</b> PROJECT NO: 0907 DATE: OCTOBER 2006 STAGE: POO		TYPICAL DWELLING - TYPE 'C' TYPE '1' DRAWING NO: D09 REVISION: C	
DESIGN: SA CHECKED: JA PROJECT NO: 0907		DESIGNED: NA DATE: OCTOBER 2006 STAGE: POO		DRAWING TITLE SCALE: 1:200 (B.A.) DATE: 10/10/06 DRAWN BY: J.A.	



INDICATIVE FRONT FACADE



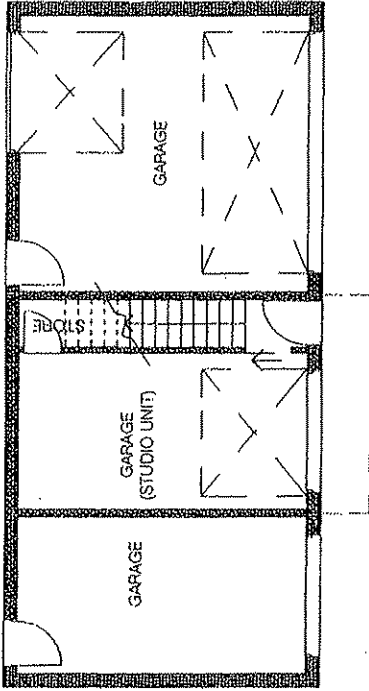
REFER TO DRAWING NUMBER 0249\_001\_F1 FOR LOT NUMBERS

**LOT CALCULATIONS**  
 LOT AREA 1,190m<sup>2</sup>  
 BUILDING FOOTPRINT 362m<sup>2</sup>  
 SITE COVERAGE 30.4%

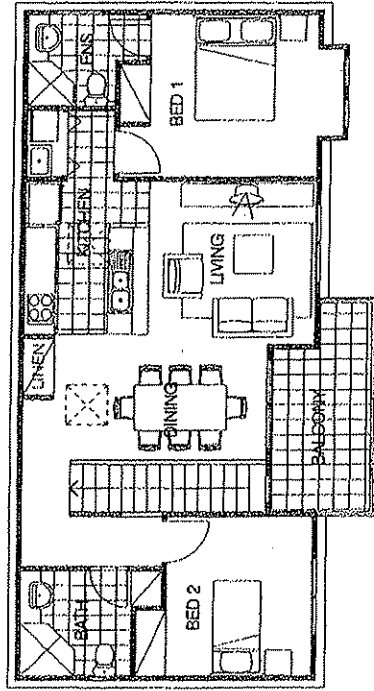
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GROUND FLOOR PLAN

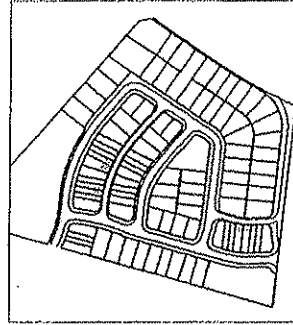
<b>Andrews.Nell</b>		PROJECT TITLE: LOTS 118 AND 119 ON RP185347 PAMPHLET LANE EAST COOMERA		<b>Devine</b> HOMES		DRAWING TITLE: TYPICAL DWELLING - TYPE C03 TYPE 2	
ARCHITECTURE • PLANNING • LANDSCAPE • ENVIRONMENT • URBAN DESIGN 16/21 WATTS STREET PO BOX 1125 GOSFORD NSW 2255 02 6321 4133 • 02 6321 4131 • 02 6321 4171 EMAIL: andrew@andrewsnell.com.au		DESIGNED BY: SS		CHECKED BY: JM		DATE: OCTOBER 2006	
		PROJECT NO: 0037		PAGE: 100		DESIGNED BY: WA	
		DRAWING NO: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100		DRAWING NO: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100		DRAWING NO: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	
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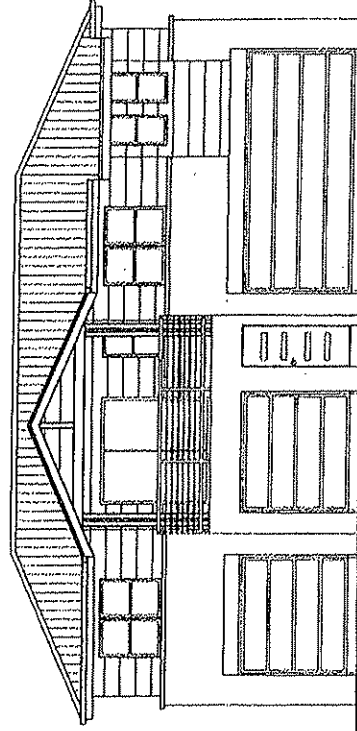
GROUND FLOOR



UPPER FLOOR



REFER TO DRAWING NUMBER 0249\_001\_F1 FOR LOT NUMBERS

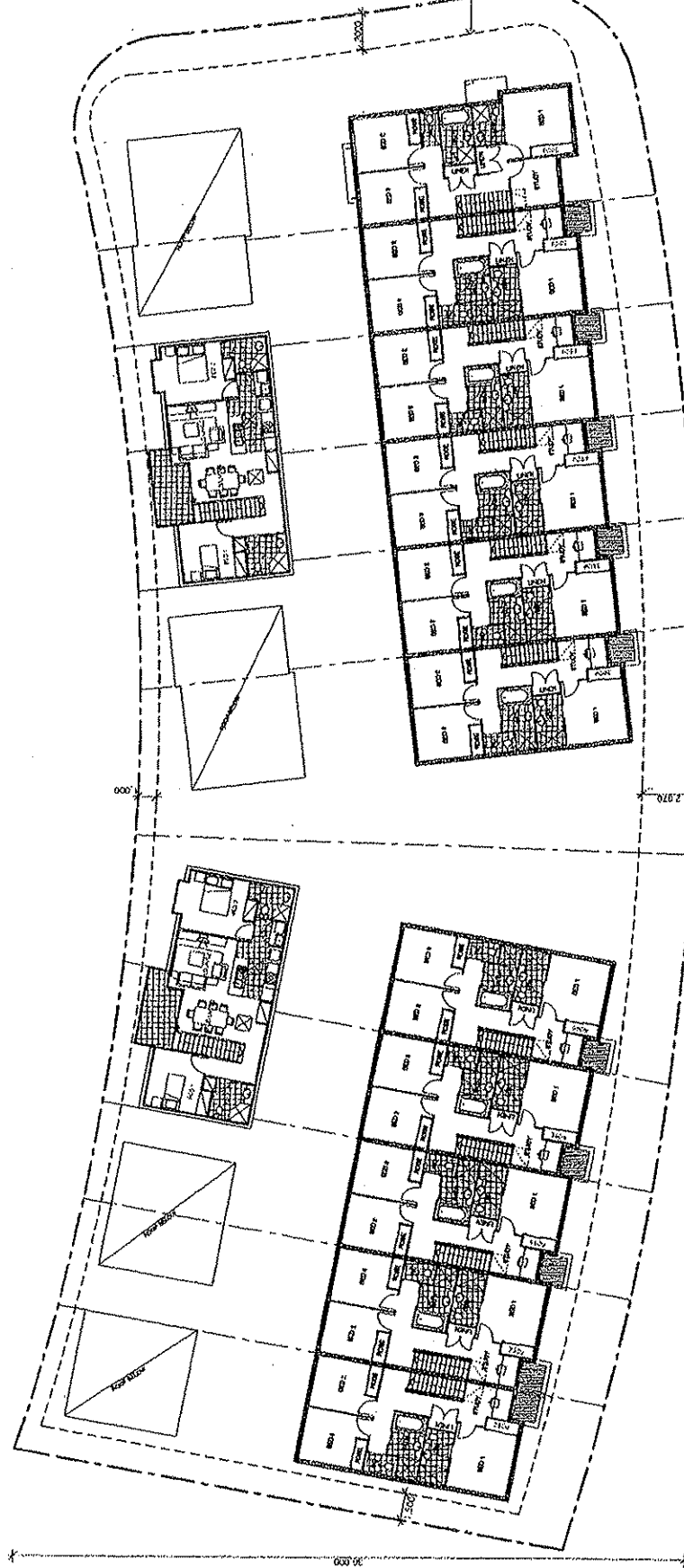


INDICATIVE FRONT FACADE

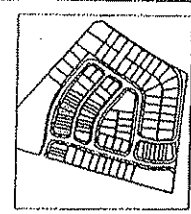
NOTE:  
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SETBACKS TO ALL FRONTAGES FOR ALL DWELLING TYPES  
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FIRST FLOOR BALCONY AND ENTRY PORTICO'S

<b>Andrews, Neil</b> ARCHITECTURE • PLANNING • LANDSCAPE • INTERIOR DESIGN 1/21 WAT STREET PO BOX 146 COOMBERG NSW 2206 TELEPHONE 02 43214633 FACSIMILE 02 43214671 EMAIL ANDREW@ANDREWSNEIL.COM.AU		PROJECT TITLE: LOTS 118 AND 119 ON RP186347 PAMPHLET LANE EAST COOMBERG		DRAWN: SA CHECKED: JA PROJECT NO: 0007		DESIGNED: NA DATE: OCTOBER 2006 STAGE:		TYPICAL DWELLING - STUDIO DRAWING NO. D13		REVISION: C
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								DESCRIPTION:		
								AVISOR:		

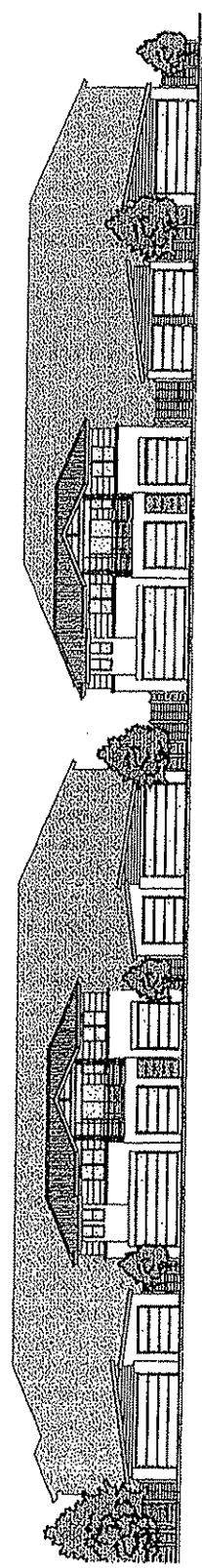
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VERANDAH, PORCH, COVERED  
FIRST FLOOR BALCONY AND  
ENTRY PORTICOES



UPPER FLOOR PLAN



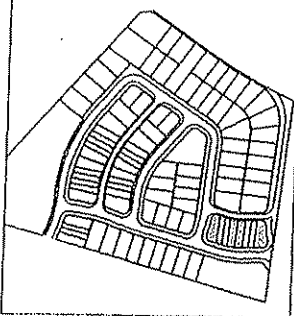
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0249\_001\_F1 FOR LOT NUMBERS



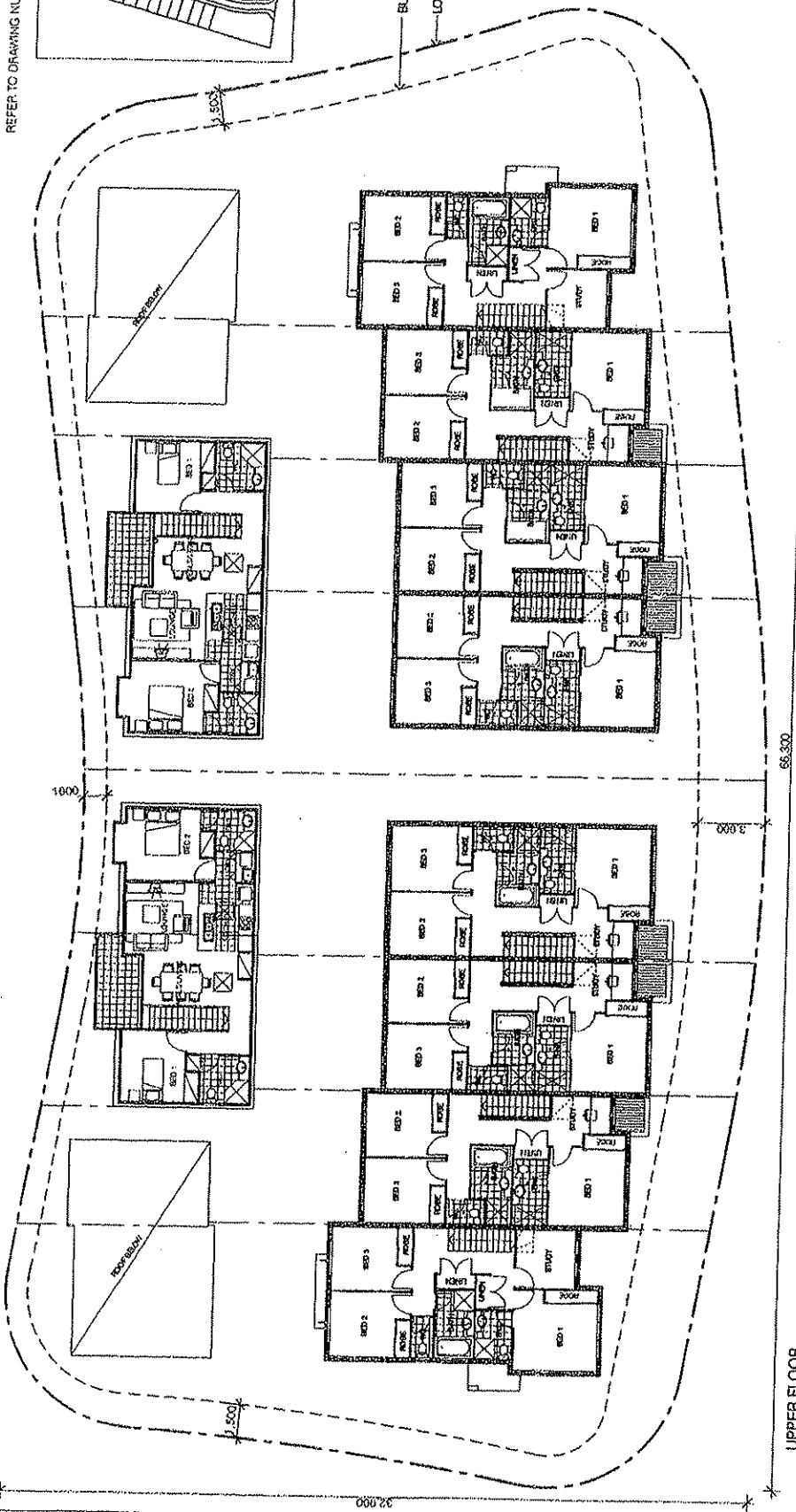
INDICATIVE REAR FACADE

<b>Andrews.Neil</b> PROJECT TITLE: LOTS 118 AND 119 ON RP186347 PAMPHLET LANE, EAST COOMERA		DRAWING TITLE: TYPICAL DWELLING - TYPE T13		DRAWING NO. D15	SHEET NO. C
DRAWING NO. 0087	CHECKED BY PROJECT NO. 0087	DISIGNED BY DATE 01 OCTOBER 2006	SCALE 1:1250 (R.A.) 1"=125'	DATE 01 OCTOBER 2006	DESCRIPTION AMENDMENT

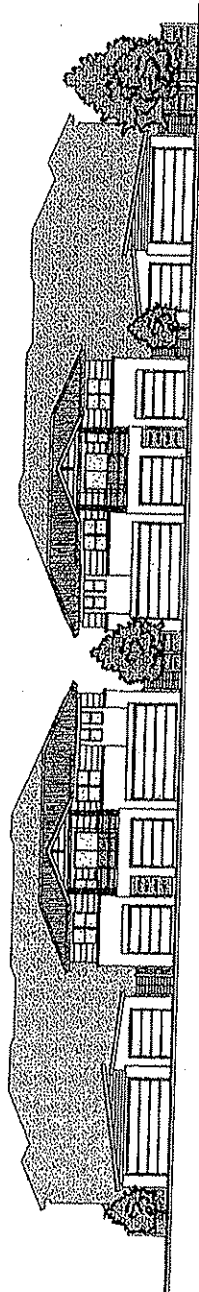
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BUILDING ENVELOPE  
LOT BOUNDARY



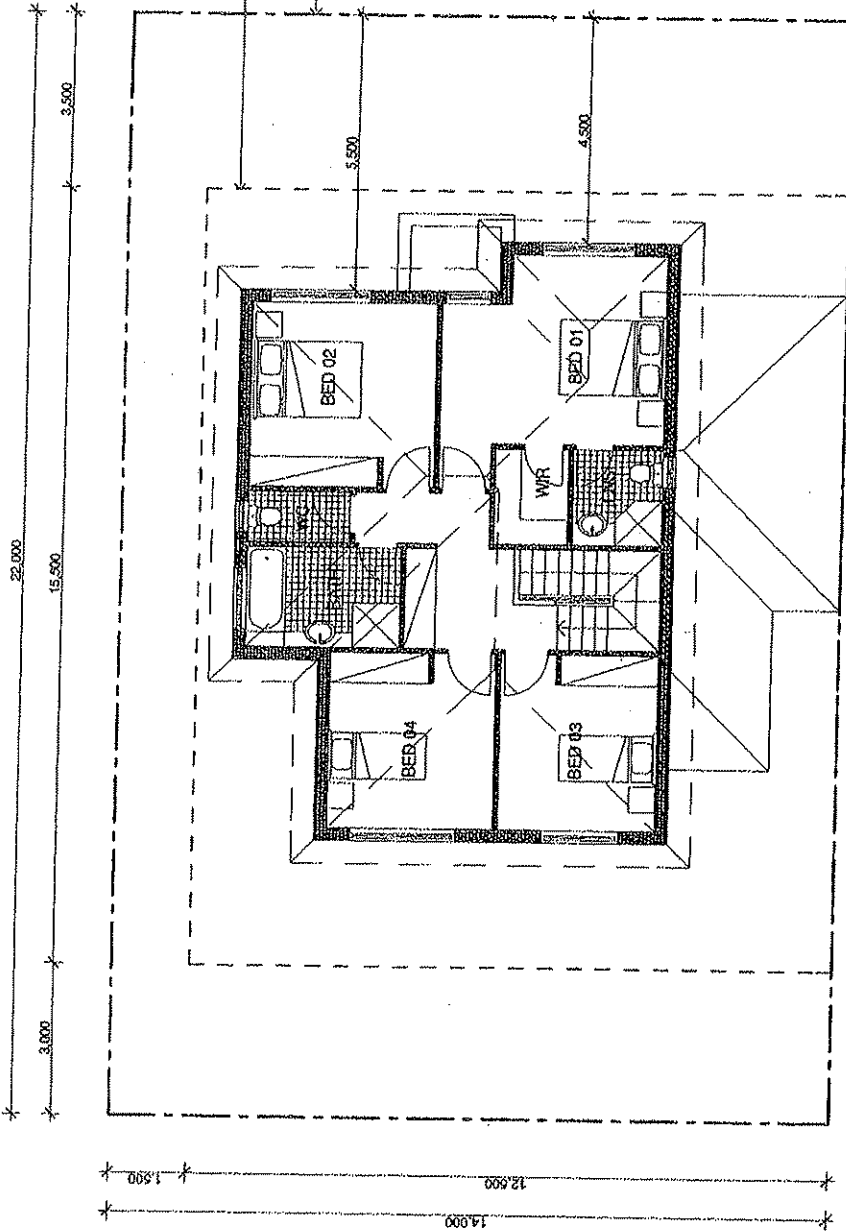
UPPER FLOOR



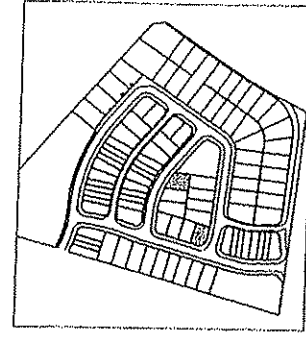
INDICATIVE REAR FACADE

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<b>Andrews.Neil</b> <small>ARCHITECTURE • PLANNING • LANDSCAPE • ENVIRONMENT • URBAN DESIGN</small> <small>10/21 WATKINS ROAD • SUITE 101 • COOMBERA NSW 2256</small> <small>PHONE: (08) 9371 1111 • FAX: (08) 9371 1112 • EMAIL: ANDREWS@ANDREWSNEIL.COM.AU</small>	<b>Devine Homes</b> <small>PROJECT FILE</small> LOTS 118 AND 119 ON RP186347 PANPHLET LANE EAST COOMBERA	DRAWING TITLE TYPICAL DWELLING - TYPE T10 (LOT 11)	DRAWING NO. D17	REVISION C
DESIGNED: NA CHECKED: JM PROJECT NO: 0807	DATE: OCTOBER 2006 STAGE: POO	APPROVED: NA DATE: DESCRIPTION: APPROVED:	SCALE: 1:200 (S.S.) DATE: 05/09/06	



UPPER FLOOR

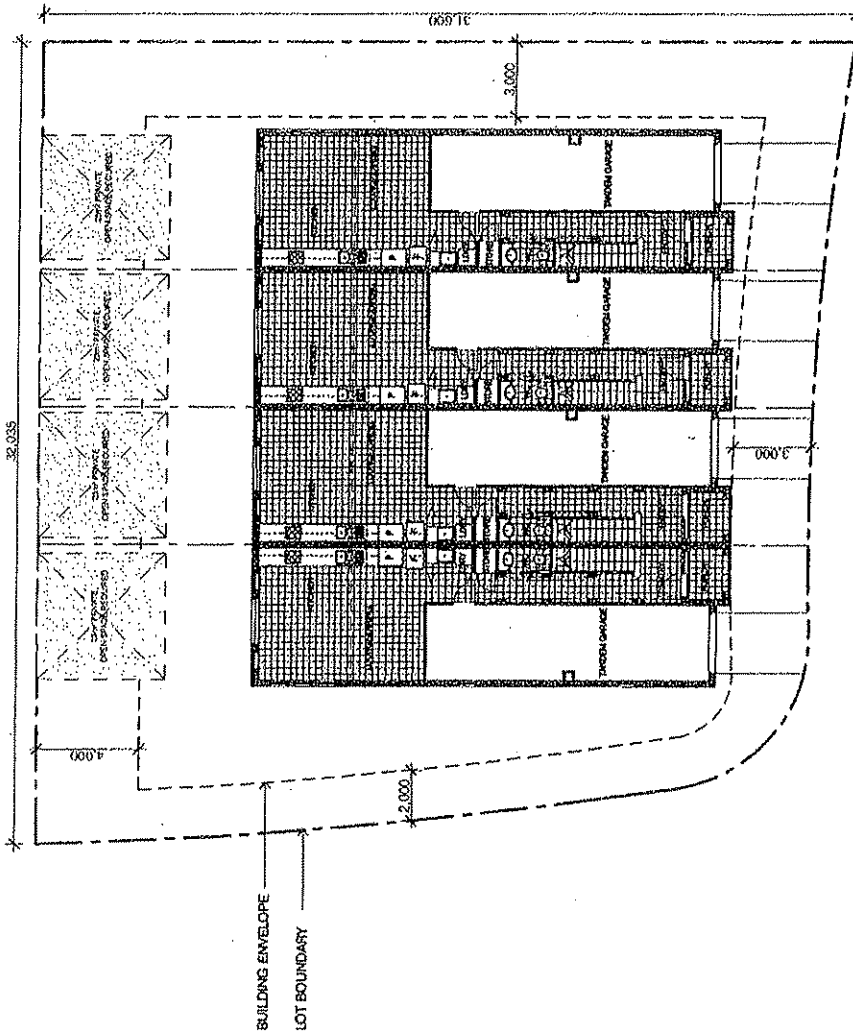


NOTE:  
HOUSE TYPE SHOWN IS AN INDICATIVE REPRESENTATION ONLY  
AND IS SUBJECT TO MINOR VARIATIONS AT THE DISCRETION  
OF DEVINE LIMITED AND SHALL BE GENERALLY IN ACCORDANCE  
WITH THE DECISION NOTICE AS APPROVED BY COUNCIL.

SETBACKS TO ALL FRONTAGES FOR ALL DWELLING TYPES  
ARE REDUCED BY 1m FOR VERANDAS, PORCH, COVERED  
FIRST FLOOR BALCONY AND ENTRY PORTICOS

<b>Andrews Neill</b> ARCHITECTS 10/11 WILSON STREET, SUITE 101, COOMBERA, NSW 2263 PHONE 08 9474 3433 FAX 08 9474 3433 EMAIL andrews@andrewsneill.com.au		PROJECT FILE: LOTS 118 AND 119 ON RP186347 PAMPHLET LANE, EAST COOMBERA		<b>Devine</b> HOMES		DRAWN: SG CHECKED: AM PROJECT NO: 0087	DESIGNED: NA DATE: OCTOBER 2006 STAGE: P00	REFER TO DRAWING NUMBER 0249_001_F1 FOR LOT NUMBERS	
DRAWING TITLE TYPICAL DWELLING - TYPE 'G'				SCALE: 1:100 (G.K.) DATE: 10/10/06		DESCRIPTION AUDITORS		REVISION: C	





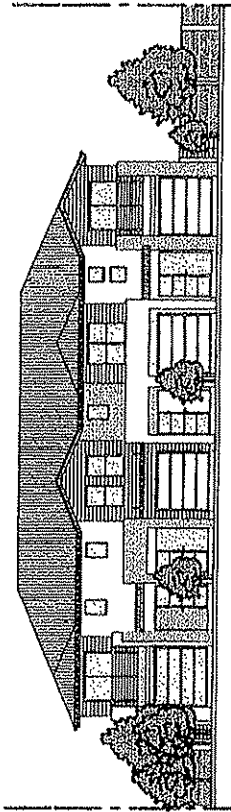
GROUND FLOOR

# LOT CALCULATIONS

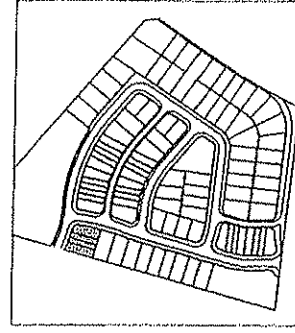
LOT AREA	931m <sup>2</sup>
BUILDING FOOTPRINT	408m <sup>2</sup>
SITE COVERAGE	43.8%

NOTE:  
HOUSE TYPE SHOWN IS AN INDICATIVE REPRESENTATION ONLY  
AND IS SUBJECT TO MINOR VARIATIONS AT THE DISCRETION  
OF DEVINE LIMITED AND SHALL BE GENERALLY IN ACCORDANCE  
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SETBACKS TO ALL FRONTAGES FOR ALL DWELLING TYPES  
ARE REDUCED BY 1m FOR VERANDAS, PORCH, COVERED  
FIRST FLOOR BALCONY AND ENTRY PORTICOS

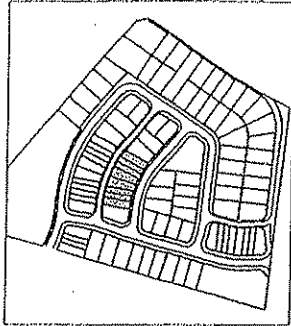


INDICATIVE FRONT FACADE



REFER TO DRAWING NUMBER 0249\_001\_F1 FOR LOT NUMBERS

PROJECT NAME <b>Andrews.Neil</b>		PROJECT TYPE LOTS 118 AND 119 ON RP18347 PAMPHLET LANE, EAST COOMERA		DESIGNED: N/A		DATE: OCTOBER 2008		STAGE: POO		DRAWING NO.: 021		REVISION: 0	
PROJECT NO.: 0057		CHECKED: JH		DATE: 13/01/09		SCALE: 1:200 (R 43)		DATE: 13/01/09		DRAWING NO.: 021		REVISION: 0	
PROJECT NO.: 0057		CHECKED: JH		DATE: 13/01/09		SCALE: 1:200 (R 43)		DATE: 13/01/09		DRAWING NO.: 021		REVISION: 0	
PROJECT NO.: 0057		CHECKED: JH		DATE: 13/01/09		SCALE: 1:200 (R 43)		DATE: 13/01/09		DRAWING NO.: 021		REVISION: 0	



REFER TO DRAWING NUMBER  
0249\_001\_F1 FOR LOT NUMBERS

# LOT CALCULATIONS

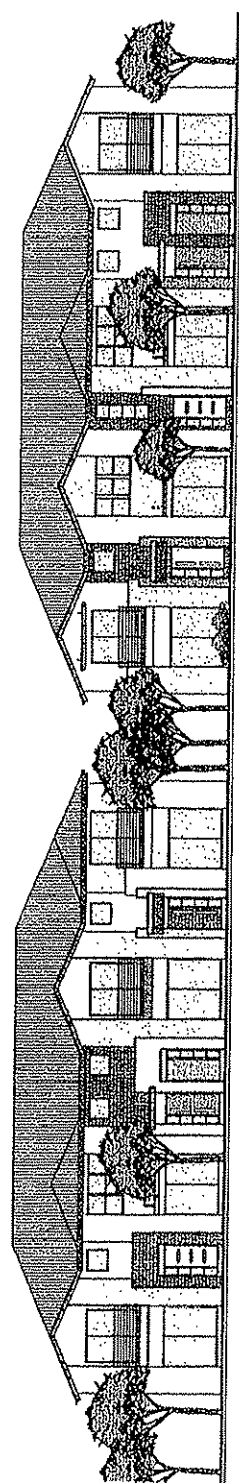
LOT AREA 1,683m<sup>2</sup>  
BUILDING FOOTPRINT 814m<sup>2</sup>  
SITE COVERAGE 48.3%

NOTE:  
HOUSE TYPE SHOWN IS AN INDICATIVE REPRESENTATION ONLY  
AND IS SUBJECT TO MINOR VARIATIONS AT THE DISCRETION  
OF DEVINE LIMITED AND SHALL BE GENERALLY IN ACCORDANCE  
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SETBACKS TO ALL FRONTS FOR ALL DWELLING TYPES  
ARE REDUCED BY 1m FOR VERANDAS, PORCH, COVERED  
FIRST FLOOR BALCONY AND ENTRY PORTICOS

EXTERNAL PARKING WITH  
PERGOLA OVER

LOT BOUNDARY  
BUILDING ENVELOPE

GROUND FLOOR



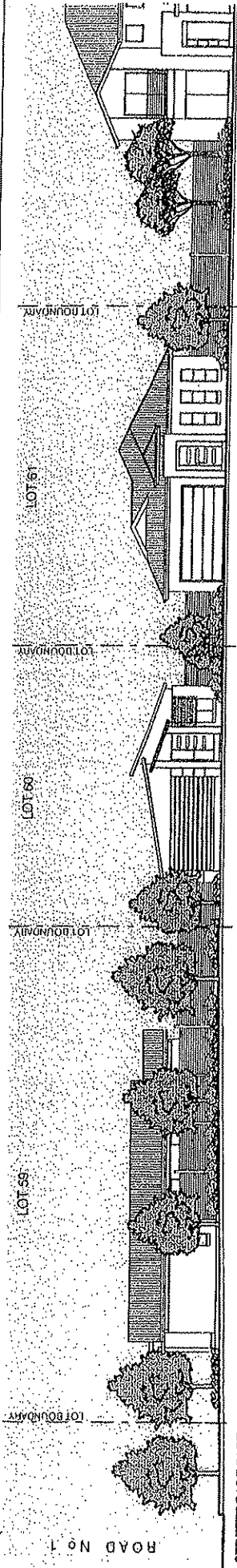
INDICATIVE FRONT FACADE

DRAWING TITLE		DESIGNED:		CHECKED: J4		DATE: OCTOBER 2006		PROJECT NO:		POD		STAGE:		SPECIFICATION		DRAWING NO.		REVISION:	
TYPICAL DWELLING - TYPE T8 (LOT 53)																D83		C	
SCALE: 1:200 & AS SHOWN		DATE: 10/10/06		PROJECT NO: 06017		POD		STAGE:		SPECIFICATION		DRAWING NO.		REVISION:		D83		C	

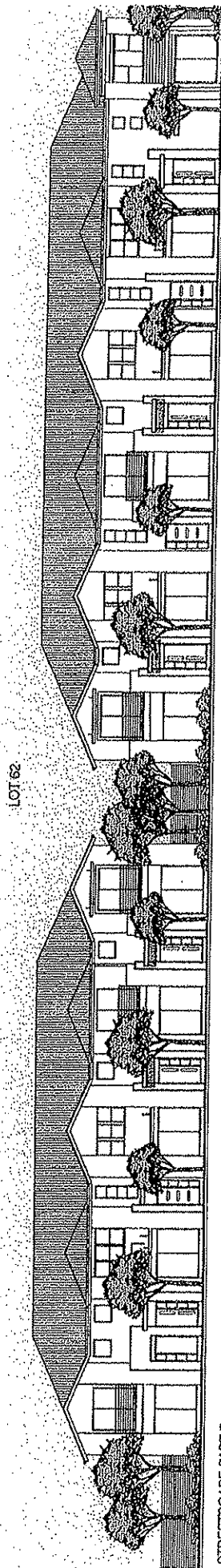
Andrews.Neil  
PROJECT TITLE  
LOTS 118 AND 119 ON RP18347  
PAMPHLET LANE  
EAST COOMERA

Devine  
FOOTERS

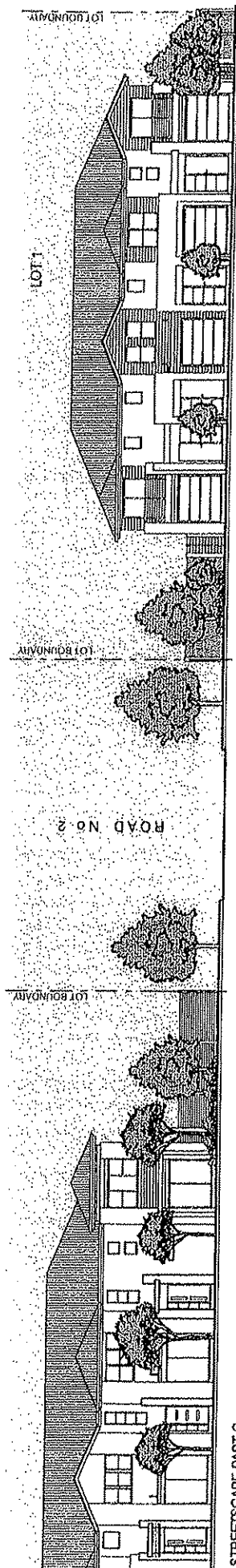
ARCHITECTURE - PLANNING - LANDSCAPE - CIVIL ENGINEERING - DRAIN DESIGN  
20 BURNSIDE ROAD, COOMERA NSW 2550  
TEL: 02 9322 3771  
WWW.ANDREWSNEIL.COM.AU



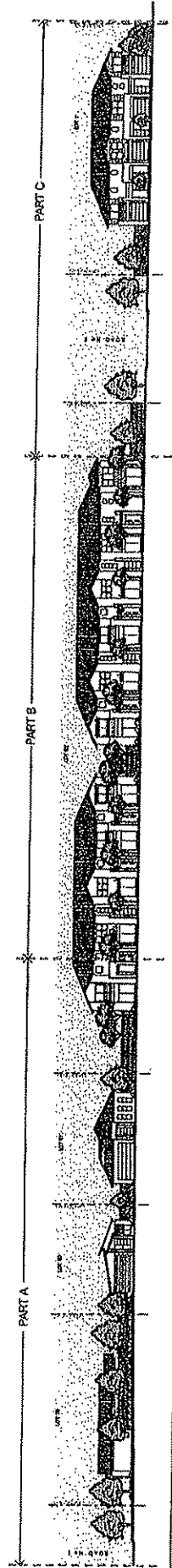
STREETSCAPE PART A



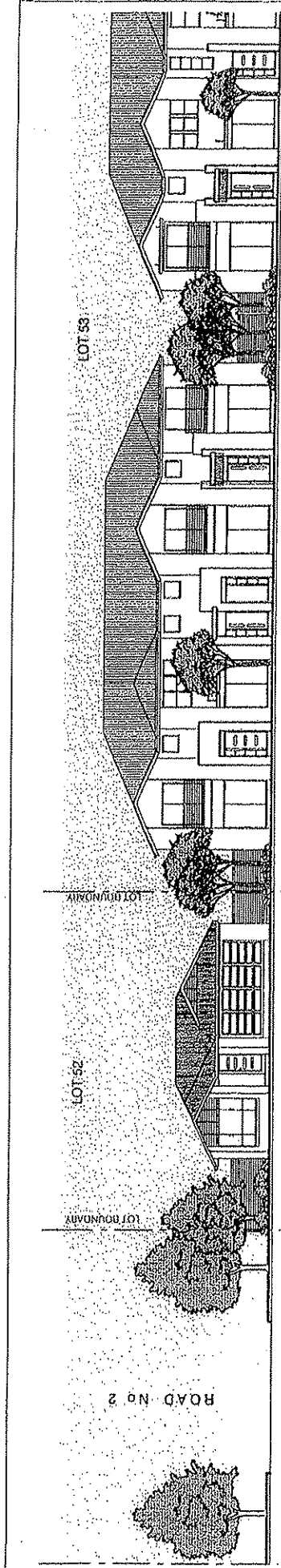
STREETSCAPE PART B



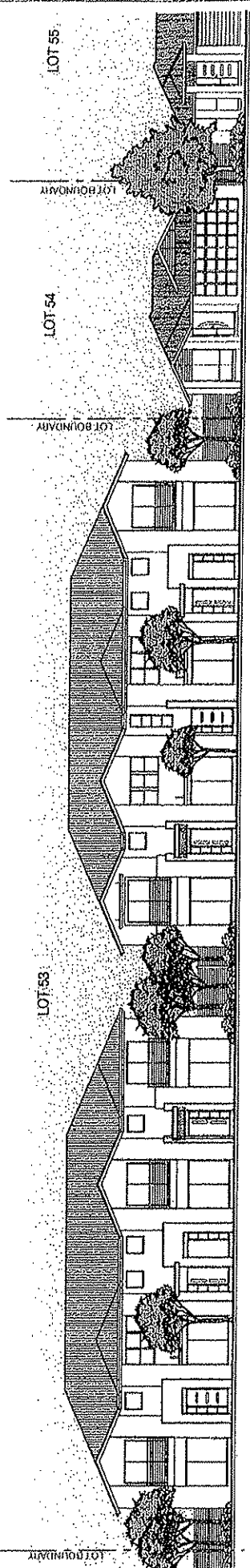
STREETSCAPE PART C



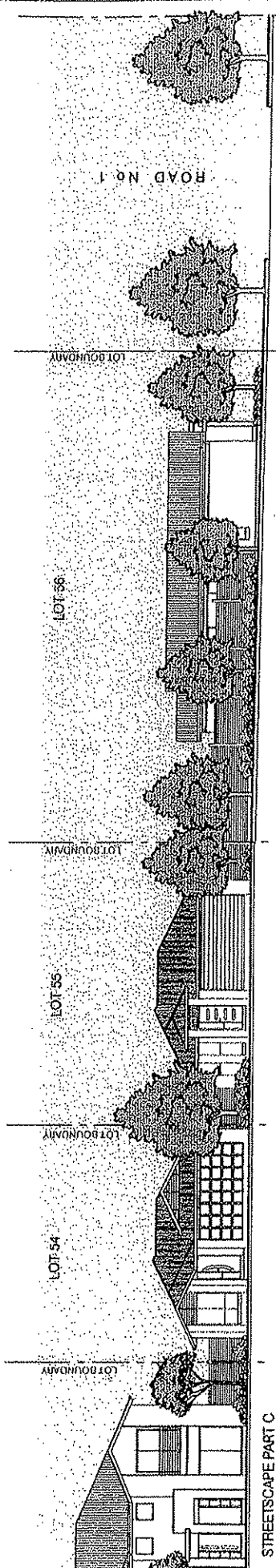
<b>Andrews.Neil</b> ARCHITECTS - PLANNING - LANDSCAPES - INTERIORS - JUDICIAL OFFICES 1/22 WAT STREET PO BOX 127 COOSBAY NSW 2255 TEL: 02 4324 3433 FAX: 02 4324 3771 EMAIL: ANDREWS@ANDREWS.NEIL.COM.AU		PROJECT TITLE LOTS 118 AND 119 ON RP186347 PAMPHLET LANE EAST COOSBAY		DRAWING NO. 00077		DESIGNED: NA DATE: OCTOBER 2006 CHECKED: JR PROJECT NO.: 00077		SCALE 1:200		INDICATIVE STREETSCAPE FROM ROAD No 1 DRAWING NO. D25		SHEET C
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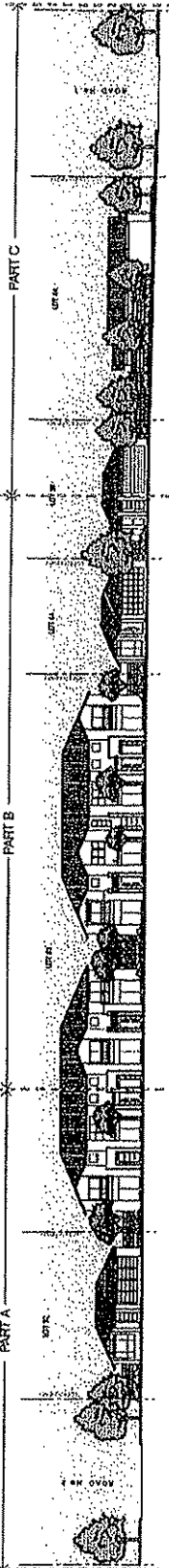
STREETSCAPE PART A



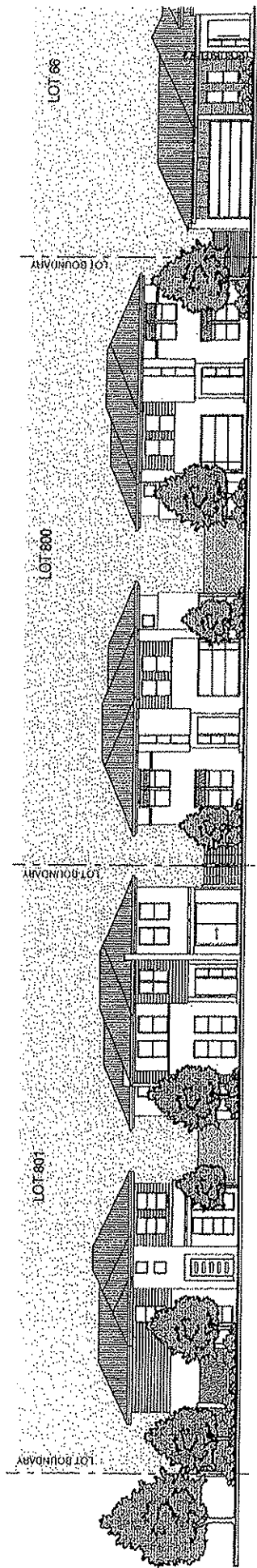
STREETSCAPE PART B



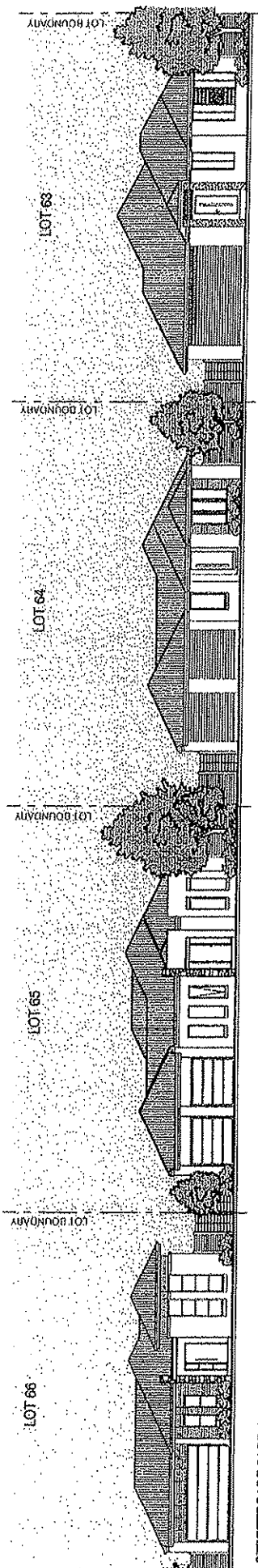
STREETSCAPE PART C



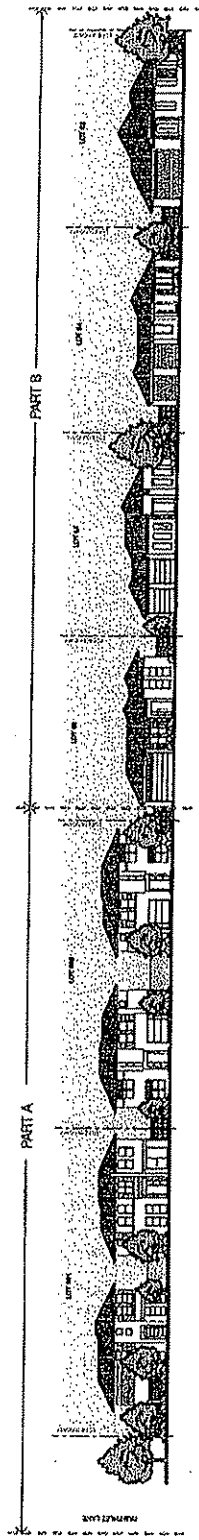
<b>Andrews.Neil</b> PROJECT TITLE LOTS 118 AND 119 ON RP18347 PAMPHLET LANE, EAST COOMERA		DRAWING NO. 52 CHECKED BY JH PROJECT NO. 0087		DESIGNED BY NA DATE OCTOBER 2006 STAGE POO		DRAWING TITLE INDICATIVE STREETSCAPE FROM ROAD NO 3		DRAWING NO. D27 REVISION C	
ARCHITECTURE • PLANNING • LANDSCAPE • CIVIL ENGINEERING • URBAN DESIGN 100 RIVINGTON ROAD, SUITE 101, COOMERA NSW 2356 TEL: 06 9557 4333 FAX: 06 9557 4334 EMAIL: andrews@andrewsneil.com.au		PROJECT NO. 0087		DATE OCTOBER 2006		DRAWING NO. D27		REVISION C	



STREETSCAPE PART A

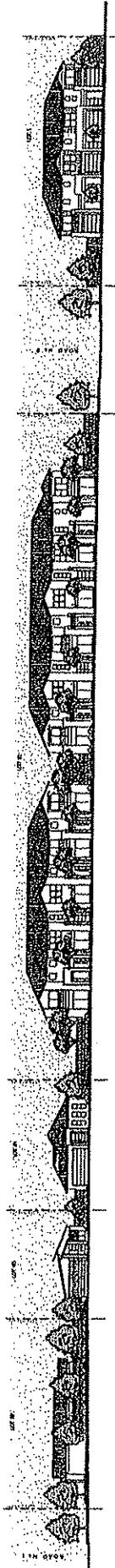


STREETSCAPE PART B

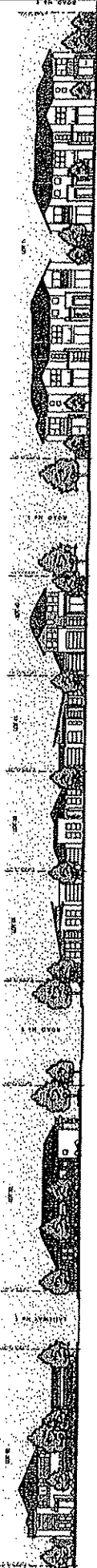


<b>Andrews.Nell</b> ARCHITECTURE - PLANNING - LANDSCAPE - INTERIORS - LIGHTING - DESIGN 1825 WATKINS RD. SUITE 100, GAITHERSBURG, MD 20878 (301) 251-1111 FAX (301) 251-1112		PROJECT TITLE LOTS 118 AND 119 ON RP185347 PAMPHLET LANE EAST COOMERA		<b>Devine</b> Homes		DRAWN: SG CHECKED: JA PROJECT NO: 0037		DESIGNED: N/A DATE: OCTOBER 2006 STAGE: POB		DRAWING TITLE INDICATIVE STREETSCAPE - EDWARDSON DR	
						REVISIONS NO. DATE DESCRIPTION		SCALE: 1/8" = 1'-0" DATE: APR. 2007 DRAWING NO. D29		SHEET NO. 5 TOTAL SHEETS 5	

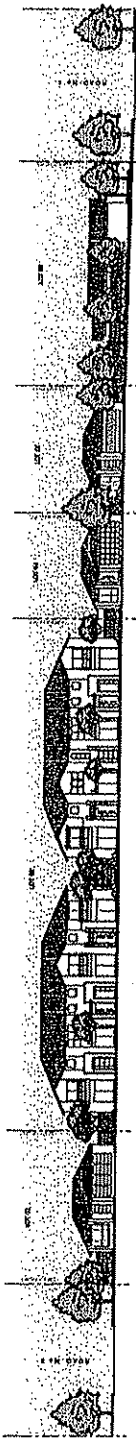




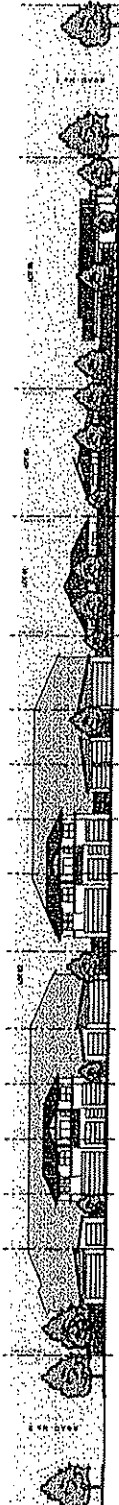
STREETSCAPE FROM ROAD No 1  
NOT TO SCALE



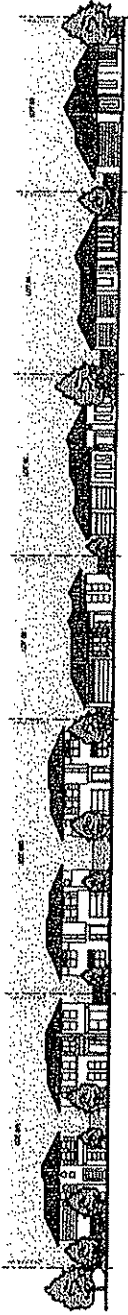
STREETSCAPE FROM ROAD No 2  
NOT TO SCALE



STREETSCAPE FROM ROAD No 3  
NOT TO SCALE



STREETSCAPE FROM LANEWAY No 1  
NOT TO SCALE



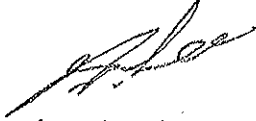
STREETSCAPE FROM EDWARDSON DR  
NOT TO SCALE

<b>Andrews.Neil</b> ARCHITECTS - PLANNING - LANDSCAPE - PHOTOGRAPHY - DESIGN DESIGN 10/15 WATSONS RD BOX 167 GOSFORD NSW 2250 TELEPHONE 02 4324 1333 FAX 02 4324 1371 EMAIL: andrews@andrewsneil.com.au		PROJECT FILE: LOTS 118 AND 119 ON RP168347 PARPHLET LANE EAST COOMERA		DRAWN: SG CHECKED: JH PROJECT NO: 00057		DESIGNED: DATE: OCTOBER 2008 PAGE: 100		DRAWING FILE: INDICATIVE STREETSCAPE FROM ROAD No 1 & No 2 SCALE: 1:500 @ A3 DRAWING NO: D31		REVISION: C	
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Should you wish to clarify any issues contained in this letter, please do not hesitate to contact Planning Assessment on telephone (07) 5582 8866.

Yours faithfully



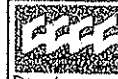
Jonathan Lee  
**SUPERVISING PLANNER**  
for the Chief Executive Officer

SW

962  
RP 801696

Application No PN 144 B65 /12/DA2

APPROVED

Date 12/06/07 Signature *[Signature]*

## ADVISORY NOTE

Development shall comply with the conditions of approval as detailed in the Decision Notice and Council's Planning Scheme, Local Laws and Planning Policies unless stated otherwise.

962  
RP 801696

THIS DOCUMENT IS A PRELIMINARY DESIGN INTENT. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER DECISIONS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO OBTAIN ALL NECESSARY APPROVALS AND TO ENSURE THAT THE DEVELOPMENT COMPLIES WITH ALL APPLICABLE LAWS AND REGULATIONS.

## DEVELOPMENT STAGE SUMMARY

STAGE 1 - No. of lots = 30  
STAGE 1 - No. of drawings = 42  
STAGE 2 - No. of lots = 16  
STAGE 2 - No. of drawings = 37

LAND AL:		DEVELOPER:	
L 118 119 RP186347		<i>Devine</i>	
D.	070502	REVISED BOUNDARY	
C.	050407	REVISED BOUNDARY	
B.	100704	RESPONSE TO INFORMATION REQUEST (COLORED)	
A.	120604	ORIGINAL ISSUE (COLORED)	
REVISION	DATE	DESCRIPTION	APP.
PROJECT:	NO. 0249	SCALE:	1:100 @ A3
DRAWING NUMBER:		0249_IR_003	

WDC

DEVELOPMENT STAGE 1



RiverWood



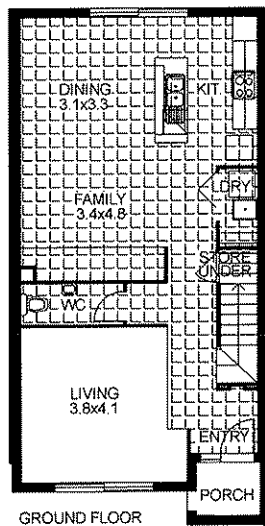
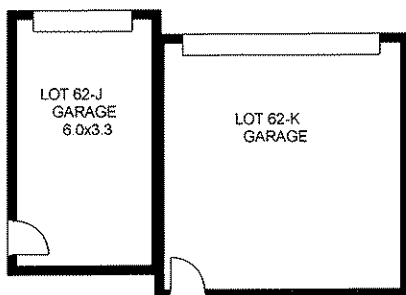
UNIT J LOT 62 MOONIE DRIVE  
COOMERA

# TERRACE 168

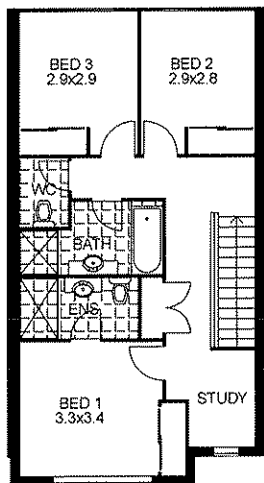


This illustration is an artist's impression only  
Colorbond roof.

090908

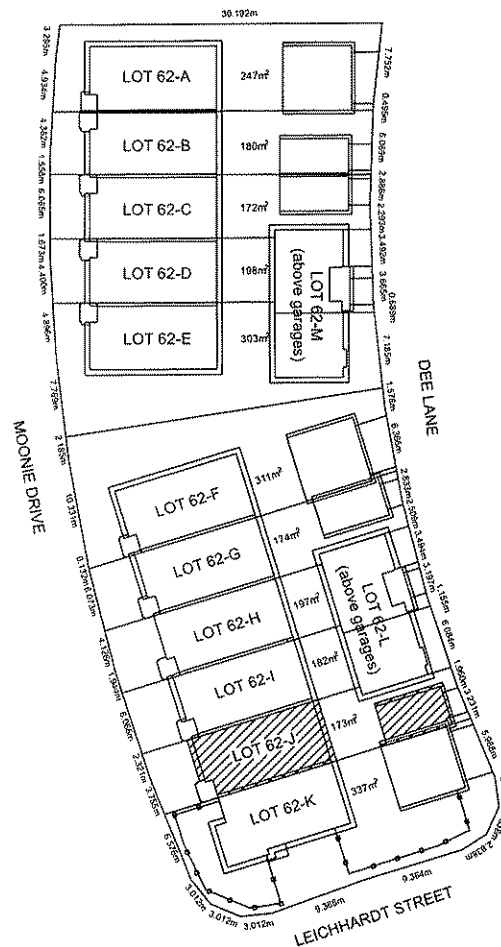


GROUND FLOOR



FIRST FLOOR

TOTAL HOUSE AREA:  
167m<sup>2</sup> (17.98sq) approx.



WPS

QUEENSLAND



WPS Realty reserves the right to amend specifications & prices without notice. Please ask your sales consultant for clarification prior to purchase.  
All floor plans & facades are indicative conceptions & are not intended to be an official depiction of the building. Dimensions, floor levels, driveway, car access, landscaping & are not necessary to scale. All dimensions are approximate. Refer to contract documentation for details. Working drawings take precedence over brochure. Terms, conditions, fees & government charges may apply. This is an advertisement only. Consumers may wish to consult their own investment advisor.

HOME AND LAND

## **ANNEXURE "F"**

### **1. Limitation of Buyer's Liability**

1.1 Despite anything else in this Contract, the Seller acknowledges and agrees that:

- (a) subject to sub clause (e) of this special condition, a liability arising under or in connection with this Contract, including from the Seller's termination of the Contract due to the default of the Buyer:
  - (i) is limited to; and
  - (ii) can be enforced against the Buyer,only to the Maximum Amount;
- (b) the limitation of the Buyer's liability under the sub-clause (a):
  - (i) applies despite any other provision of this Contract; and
  - (ii) extends to all liabilities and obligations of the Buyer in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Contract;
- (c) the Seller's only right against the Buyer for termination of the Contract due to the default of the Buyer:
  - (i) is to keep the Deposit; and
  - (ii) sue the Buyer for damages for breach of Contract for the Maximum Amount (less any Deposit forfeited by the Seller);
- (d) subject to sub clause (e) of this special condition, the Seller cannot:
  - (i) sue the Buyer personally (including for specific performance of the Contract); or
  - (ii) seek the appointment of a liquidator, administrator, receiver or any similar person to the Buyer; or
  - (iii) prove in any liquidation, administration or arrangement of or affecting the Buyer,in respect of anything arising from this Contract;
- (e) the provisions of this special condition will not apply to any obligation or liability of the Buyer resulting from the Buyer's fraud or negligence; and
- (f) for the purposes of this special condition, "Maximum Amount" means the greater of the Deposit and 5% of the Purchase Price.

### **2. Taxation – Improvements and other depreciable items**

2.1 Any chattels included in the sale on which depreciation has been claimed by the Seller for income tax purposes are sold at their written down values for income tax purposes as at settlement.

2.2 The Seller will provide to the Buyer on settlement written notice setting out:

## SIGNING

The Seller and Buyer agree to sell and buy the Property on the terms set out in this Contract.

**Buyer's Signature (Signing by individual Buyer(s))**

**FULL SIGNATURE(S)**

**SIGNED** by the Buyer(s) named in the Reference Schedule in the presence of:

) .....  
) .....  
) .....

Witness

**[MUST WITNESS]**

**Note Buyer must be 18 years or over**

**NOTE: The signing of this Contract must be witnessed. Witness must be 18 years or over and not a party to the Contract**

**Buyer's Signature (Signing by Company Buyer)**

**FULL SIGNATURE(S)**

**SIGNED** by the Company named as Buyer in the Reference Schedule in accordance with Sections 126 or 127 of the Corporations Law in the presence of:

) .....  
) ~~Director~~/Sole Director

) .....  
) ~~Director~~/Secretary

Jason Damien Warat  
under Power of Attorney

Witness

**[MUST WITNESS]**

**NOTE: The signing of this Contract must be witnessed. Witness must be 18 years or over and not a party to the Contract**

**Seller's Signature**

**SIGNED ON BEHALF of DEVINE LIMITED ACN 010 769 365** by its authorised signatory in the presence of:

) .....  
) .....  
) .....  
) .....  
) .....

Witness

**[MUST WITNESS]**

### Warning

The Seller has not authorised any party to make representations on its behalf regarding onsales of the Property prior to Settlement. The Seller repudiates any such representation purported to be made on its behalf and disclaims any liability for any such representation.

The Buyer promises the Seller that before the Buyer signed this Contract, the Buyer:

- A. received signed and dated the PAMD Form 30c which is attached to this Contract as the first or top sheet;
- B. received the Contract Warning (Body Corporate Information) statement which is attached to this Contract immediately behind the PAMD Form 30c;
- C. received the Disclosure Statement;
- D. received the statement required by Section 21 of the Land Sales Act 1984; and
- E. signed and dated the PAMD Form 27c.

Buyer 1 Initials

Buyer 2 Initials

# GUARANTEE

TO: Devine Limited ACN 010 769 365

RE: Contract for Sale of Lot shown in the Reference Schedule in "Riverwood 62"

FROM: The Guarantor(s) named in the Reference Schedule

1. In consideration of the Seller agreeing at the request of the Guarantors to sell the Property to the Buyer, the Guarantors guarantee the performance of the Buyer under the Contract and indemnify the Seller as described below.
2. The Guarantors guarantee to the Seller that the Buyer will duly perform its obligations under the Contract.
3. The Guarantors indemnify the Seller against all damages, costs, expense and losses of any kind (including legal fees on an indemnity basis) which the Seller may suffer as a result of any breach of the Contract by the Buyer.
4. The Guarantors agree that their obligations under this Guarantee are continuing, regardless of any:
  - (a) Termination of the Contract by the Seller as a result of any breach by the Buyer;
  - (b) Insolvency, bankruptcy or winding up of the Buyer;
  - (c) Assignment of the Contract by the Buyer or the Seller;
  - (d) Grant of time or other
  - (e) Compromise, waiver
  - (f) Delay by the Seller in
  - (g) Other matter which,
5. The Guarantors promise th
6. The Seller may assign its rig
7. This Guarantee is a continui
8. The Seller need not comm
9. This Guarantee binds each
10. Any terms defined in the Cc

**MUST BE COMPLETED IF  
PURCHASING IN A  
COMPANY NAME OR  
AS TRUSTEE**

**Guarantor's Signature**

WARNING: If you sign as Guarantor, you are

SIGNED by the Guarantor(s) named in the )  
Reference Schedule in the presence of: )

**FULL SIGNATURE(S)**

Witness

**[MUST WITNESS]**

**Note:**

1. All directors of Buyer company must sign this Guarantee and Indemnity; and
2. The signing of this Guarantee and Indemnity must be witnessed. Witness must be 18 years or over and not a co-guarantor or party to the Contract.