

Contract for Houses and Residential Land

Sixteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date:

Seller's Agent:

Without the intervention of an agent

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

Seller:

NAME:

DOUGLAS CECIL PEDERSEN AND MARK WILLIAM PEDERSEN
PERSONAL REPRESENTATIVE UNDER INSTRUMENT
715268923 AND WARREN JOHN PEDERSEN PERSONAL
REPRESENTATIVE UNDER INSTRUMENT 718030349

ABN:

ADDRESS:

267 Kinghorn Road

SUBURB:

MARYBOROUGH

STATE: QLD

POSTCODE: 4650

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

Seller's Solicitor: NAME:

CSG LAW

■ or any other solicitor notified to the Buyer

REF:

SS:HM:47203

CONTACT:

Sarah Smith

ADDRESS:

PO Box 3207

SUBURB:

PIALBA

STATE: QLD

POSTCODE: 4655

PHONE:

MOBILE:

FAX:

EMAIL:

07 4194 4555

07 4128 4388

ssmith@csglaw.com.au

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

Buyer: NAME: DARYL WAYNE GRAY ABN:
ADDRESS: 25 Sea Haven Circuit
SUBURB: PIALBA STATE: QLD POSTCODE: 4655
PHONE: MOBILE: 0412 966 674 FAX: EMAIL: grayshill@bigpond.com

NAME: CHRISTINE GAYE GRAY ABN:
ADDRESS: 25 Sea Haven Circuit
SUBURB: PIALBA STATE: QLD POSTCODE: 4655
PHONE: MOBILE: FAX: EMAIL:

Buyer's Agent: (if applicable)
NAME:
ABN: LICENCE NO:
ADDRESS:
SUBURB: STATE: POSTCODE:
PHONE: MOBILE: FAX: EMAIL:

■ or any other solicitor notified to the Seller

Buyer's Solicitor: NAME:
REF: CONTACT:
ADDRESS:
SUBURB: STATE: POSTCODE:
PHONE: MOBILE: FAX: EMAIL:

PROPERTY

Land: ADDRESS: Baylinks Estate
56 Martin Street
SUBURB: PIALBA STATE: QLD POSTCODE: 4655
 Built on Vacant

Description: Lot: 6
on: SP304660
Title Reference: 51171807
Area: ■ (more or less) Land sold as: Freehold Leasehold ■ if neither is selected, the land is treated as being Freehold

Present Use: Dwelling
Local Government: Fraser Coast Regional Council
Excluded Fixtures:

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Included Chattels:

[Empty box for included chattels]

PRICE

Deposit Holder: CSG Law

Deposit Holder's Trust Account: CSG Law Pty Ltd Law Practice Trust Account

Bank: National Australia Bank

BSB: 084 802 Account No: 31613 6748

Purchase Price: \$409,000.00 ▪ Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$10,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below

Default Interest Rate: % Balance Deposit (if any) payable on:
▪ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

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

Financier: _____

Finance Date: _____

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____ ▪ If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances? No Yes, listed below. ▪ **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Sewer main and manhole on rear boundary as per attached plan

Tenancies:

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

TERM AND OPTIONS:

STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		\$ 0.00	\$ 0.00

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

Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

EMAIL:

POOL SAFETY

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

- Yes
 No Clause 4.2 of this contract does not apply

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

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

Q3. If the answer to Q2 is No, has a Notice of No Pool Safety Certificate been given prior to contract?

- Yes
 No

- **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.
- **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.
- If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.
- Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006.

POOL SAFETY INSPECTOR

Pool Safety Inspector:

Pool Safety Inspection Date:

- The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.
- Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

(select whichever is applicable)

- installed in the residence
 not installed in the residence

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

(select whichever is applicable)

- installed in the residence
 not installed in the residence

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

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



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

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

(select whichever is applicable)

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

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

GST WITHHOLDING OBLIGATIONS

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

- Yes
- No

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

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

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

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

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




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

SPECIAL CONDITIONS

See attached Special Conditions

SETTLEMENT

SETTLEMENT DATE: See Special Condition 8.3.

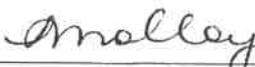
- or the next Business Day if that is not a Business Day in the Place for Settlement
- If Brisbane is inserted this is a reference to Brisbane CBD

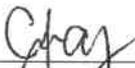
PLACE FOR SETTLEMENT: Hervey Bay

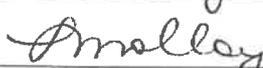
SIGNATURES

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

BUYER: 

WITNESS: 

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

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

SELLER: _____

WITNESS: _____

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

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

DEPOSIT HOLDER: _____

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



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TERMS OF CONTRACT

FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract:

- (1) terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) unless the context otherwise indicates:
- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (f) **"Bond"** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"Business Day"** means a day other than:
- (i) a Saturday or Sunday;
- (ii) a public holiday in the Place for Settlement; and
- (iii) a day in the period 27 to 31 December (inclusive);
- (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **"Compliance or Exemption Certificate"** means:
- (i) a Pool Safety Certificate; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
- (m) **"Court"** includes any tribunal established under statute.
- (n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (o) **"Encumbrances"** includes:
- (i) unregistered encumbrances;
- (ii) statutory encumbrances; and
- (iii) Security Interests.
- (p) **"Essential Term"** includes, in the case of breach by:
- (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
- (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential.
- (q) **"Financial Institution"** means a Bank, building society or credit union;
- (r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
- (s) **"GST"** means the goods and services tax under the GST Act;
- (t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (u) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.
- (v) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (w) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (x) **"Notice of no pool safety certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
- (y) **"Notice of nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
- (z) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
- (cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
- (i) the Inspection Date for the Building and/or Pest Inspection; or
- (ii) 2 Business Days before the Settlement Date
- (dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
- (ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;
- (ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (gg) **"Property"** means:
- (i) the Land;
- (ii) the Improvements; and
- (iii) the Included Chattels;
- (hh) **"Rent"** means any periodic amount payable under the Tenancies;
- (ii) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
- (jj) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (kk) **"Transfer Documents"** means:




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- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (ll) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

- if:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank;

and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.

- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Land and Improvements; and

- (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer, in which case the market value of the Land and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:

- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
- (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");

- (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount;

- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.

- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date. Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:

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- (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
- (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance

Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.

- 3.2 The Buyer must give notice to the Seller that:
- (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Pool Safety

- (1) This clause 4.2 applies if:
 - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
 - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
 - (a) the issue of a Pool Safety Certificate; or
 - (b) a Pool Safety Inspector issuing a Notice of nonconformity stating the works required before a Pool Safety Certificate can be issued,
 by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
 - (a) the Buyer to arrange the inspection; and
 - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
 - (a) terminates this contract; or
 - (b) waives the benefit of this clause 4.2;
 The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

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- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

5. SETTLEMENT

5.1 Time and Date

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

5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
 - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - (e) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at Settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturers' warranties regarding the Included Chattels; and
 - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its

other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.

- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

5.7 Consent to Transfer

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME

6.1 Time of the Essence

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

6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended;
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
 - (a) "Affected Party" means a party referred to in clause 6.2(1);
 - (b) "Delay Event" means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
 - (iv) compliance with any lawful direction or order by a Government Agency;
 - (c) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (e) and 5.5;
 - (e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

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7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3)(a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
 - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
 - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If there is:
 - (a) an error in the boundaries or area of the Land;
 - (b) an encroachment by structures onto or from the Land; or
 - (c) a mistake or omission in describing the Property or the Seller's title to it;which is:
 - (d) immaterial; or
 - (e) material, but the Buyer elects to complete this contract;the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
 - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
 - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

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8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR; and
- (4) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract or any right at law or in equity, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;provided the resale settles within 2 years of termination of this contract.

- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a buyer.

10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.

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- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

11.2 Completion of Electronic Workspace

- (1) The parties must:
- (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.

- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:

- (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

- (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;

- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);

- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;

- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
- (a) clause 2.5(3)(c),(e) and (f); and
- (b) clause 2.5(5)(d) and (e),
- (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
- (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
- (b) in relation to any other document or thing, the Seller's Solicitor:
- (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
- (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
- (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

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11.4 Computer System Unavailable

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

11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
 - (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
 - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

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

11.7 Definitions for clause 11

In clause 11:

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

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

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

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

"Electronic Settlement" means settlement facilitated by an ELNO System.

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

"ELNO" has the meaning in the ECNL.

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

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

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

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

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



Baylinks



ESTATE

Special Conditions

1. Electronic Transmission

The Seller and the Buyer agree and acknowledge that the agreement to sell and buy the property under this Contract may be evidenced by the execution of this Contract by one part and a facsimile/email copy of the Contract by the other party. A facsimile/email copy of this Contract and any original counter-part thereof by a party to this Contract shall constitute a sufficient written memorandum of the concluded agreement between the parties in accordance with Section 59 of the Property Law Act 1974 (Qld).

2. Terms of Contract

Prior to the execution the parties acknowledge receipt of the Terms of Contract.

3. Fencing

The Buyer acknowledges that whilst the Seller remains owner of any adjacent land no claim shall be made against the Seller to contribute to the construction of a dividing fence under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

4. Building Covenant

The Buyer acknowledges having read and accepted the building covenants contained in the Schedule to this Contract prior to entering into this Contract.

5. Adjustment of land tax

Land tax will be adjusted on the assessment issued as at midnight on 30 June preceding the date of adjustment for the property. If at the time of the adjustment the Proposed Lot has not been separately valued, then the adjustment is to be made on the amount to be determined by means of the following formula:

$$A \times B / C$$

Where:

A = the Land Tax liability of the Seller in respect of the Land to be subdivided that includes the Proposed Lot under the *Land Tax Act 2010* on 30 June preceding the date of adjustment;

B = the area of the Proposed Lot; and

C = the total area of the Land to be subdivided.

6. GST

Price includes GST

6.1 Unless the Buyer is entitled to an input tax credit in respect of the supply of the Property:

(a) the Price includes GST; and

(b) the Buyer is not liable to make any payment in addition to the Price in respect of GST.

Margin scheme to apply

6.2 Subject to special condition 6.1, it is agreed that the margin scheme, as defined in the GST Act, will apply to the sale of the Property and will be used by the Seller to work out the GST payable in respect of this supply.

Waiver of margin scheme

6.3 Before the Seller gives the Buyer possession of the property the Seller may give the Buyer notice that the margin scheme will not apply and in that event the margin scheme will not apply to the sale of the Property and will not be used by the Seller to work out the GST payable in respect of this supply.

Where the Buyer is entitled to an input tax credit

6.4 If the Buyer is entitled to an input tax credit in respect of the supply of the Property:

- (a) the Buyer may request the Seller to give notice under special condition 6.3 and the Seller must do so;
- (b) the Price excludes any GST; and
- (c) the Buyer must pay, in addition to the Price, an amount equal to the GST for which the Seller is or may become liable in respect of the supply of the Property.

7. GST Withholding Tax

Notice

7.1 The Seller gives notice pursuant to sections 14-250 and 255 of the Withholding Law that provided no part of the consideration to be provided to the Buyer under this Contract is consideration for a creditable purpose then the Buyer is required to make a GST payment to the ATO.

Schedule A Notice

7.2 The Seller will provide to the Buyer not less than 10 days before settlement a notice in the form contained in Schedule A.

Form 1

7.3 The Buyer shall not less than 7 days before settlement date lodge a Form 1 with the ATO and provide a copy to the Seller.

Form 2

7.4 The Buyer shall not less than 3 days before settlement date lodge a Form 2 with the ATO and provide a copy to the Seller.

Settlement

7.5 The Buyer shall on settlement pay the amount of GST payable under this Contract by bank cheque payable to the Commissioner of Taxation which shall be provided to the Seller at settlement who shall pay such bank cheque to the ATO immediately following settlement.

8. Construction of Dwelling

8.1 This Contract is subject to the construction of the dwelling being completed on the land in accordance with the plans annexed to this Contract in a proper and workmanship like manner prior to settlement with the following additions:

- (a) Driveway additional 1mtr Wider;
- (b) Aircon 2.5KW Bedroom 1;
- (c) Aircon 7KW Family Room;
- (d) Tiled Alfresco Area;
- (e) Turf (Supply & Lay) to complete yard.

8.2 Notwithstanding the usual structural guarantee and maintenance defects period given by the

builder of the dwelling, the Buyer acknowledges that the Seller does not provide any warranty as to the integrity of the dwelling or that the dwelling has been built using best building practices and should there be any issues relating the standard of construction of the dwelling or otherwise relating to the plan annexed, the Buyer will have recourse to the Builder identified in the annexure and will make no claim or demand against the Seller.

- 8.3 Settlement will be 14 days from the Seller providing to the Buyer the Final Inspection Certificate for the dwelling described in the annexure.
- 8.4 Clause 8.1 of the Terms of Contract does not apply, the property shall be insured under the Builders Insurance until settlement.

Schedule A

Seller Notice for Buyer GST Liability Payment (Pursuant to section 14-250 and 255 of the Withholding Law)

Date: _____

Buyer: _____

Seller: _____

Property: _____

Contract Date: _____

The Seller gives this notice as part of the Contract of Sale, Special condition 8 in fulfilment of its obligation under sections 14-250 and 255 of the Withholding Law.

Buyer's GST Liability Payment Information

Seller Name	
Seller ABN	
GST amount payable (Buyer to pay under Section 14-250)	
GST payment due date (When GST payment is to be made by Buyer)	
Non-monetary consideration (GST inclusive market value)	
Other Information (as specified in GST Regulations)	



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ESTATE

Building Covenants STAGES 1 & 2

THE BUYER COVENANTS WITH THE SELLER THAT:

1. DESIGN APPROVAL

- The buyer must submit concept plans consistent with these covenants to the seller for approval by email to admin@baylinks.com.au.

2. CONSTRUCTION

Timeframes

- Unless the buyer has obtained prior approval, the buyer is required to commence building work within twelve (12) months of the date of settlement of its contract to purchase the property, and to complete construction within nine (9) months of the commencement date.
- Building work is not to be left without progress for more than a one (1) month period.
- Landscaping of the area between the building and the street must be completed within three (3) months from the date of occupancy.

Refuse

- The builder engaged by the buyer must completely contain and regularly remove rubbish and excavation material from the site.

Site Maintenance

- The buyer will not, at any time, cause, permit or authorise any person to cause or permit to be caused (whether during the course of the construction of a dwelling house or other construction of the land) any damage to:
 - any land adjoining the land;
 - the footpath;
 - the kerb and channel; or
 - the roadway.
- The buyer will, at all times, keep the land in a clean and tidy state and will also take steps reasonably necessary to ensure that no soil or grass cuttings from the land will be windblown or washed onto the footpath, the kerb and channel or the roadway.

3. USE OF ALLOTMENTS

- All allotments are only to be used for single unit residential dwellings.
- Relocatable buildings or prefab homes are not permitted on the on allotments.
- With the exception of house pets and poultry, no animal or other livestock shall be kept on the allotment.
- Unregistered vehicles, caravans, RV's, or the alike, are not permitted to be parked in the front yard of the allotment.
- Sheds, garden sheds, or any other outbuildings are to be located at the rear of the allotment, behind the dwelling.

- Bins, clothes lines, air conditioning units, rain water tanks etc., are to be screened so as to not be visible from the street.
- Signs (other than for the sale of the property) are not permitted on allotments.
- The buyer must keep the allotment in a tidy and well maintained state at all times.

4. MINIMUM DWELLING SIZE AND CAR PARKS

- The minimum gross floor area (under main roof and excludes eaves) of a single dwelling is 180m² and must include an attached garage.

5. EXTERNAL BUILDING MATERIALS

- A range of surface textures and the subtle use of colours is encouraged in rendered walls, etc.
- It is encouraged that external appearance should make use of natural materials (stone, wood, etc.) that have been selected to compliment face brick, rendered walls, glazing and other manufactured wall cladding products.

6. LANDSCAPING

- A minimum of 20% of the allotment frontage is required to be landscaped with garden beds. It is encouraged that some trees are planted in these garden beds.
- All other areas in front of the building are to be turfed to the road kerb.
- Regular maintenance and management of the landscaping is required to ensure the estate is kept tidy.

7. FENCING

- It is the seller's preference that front fences are not constructed, however, if the buyer wishes to construct a front fence it must be an integral part of the overall building design and of complementary materials and colouring. It should also be sufficiently articulated and/or landscaped to be visually attractive, and may contain open sections that allow for air movement.
- Fencing on the side boundaries in front of the building must be a maximum of 1.2m high for the first 4m from the road frontage then taper up to 1.8m.
- Fencing connected to the front of the dwelling is encouraged to compliment the design of the building (timber post/palings are not recommended).

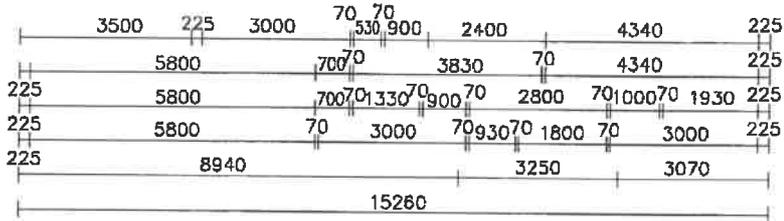
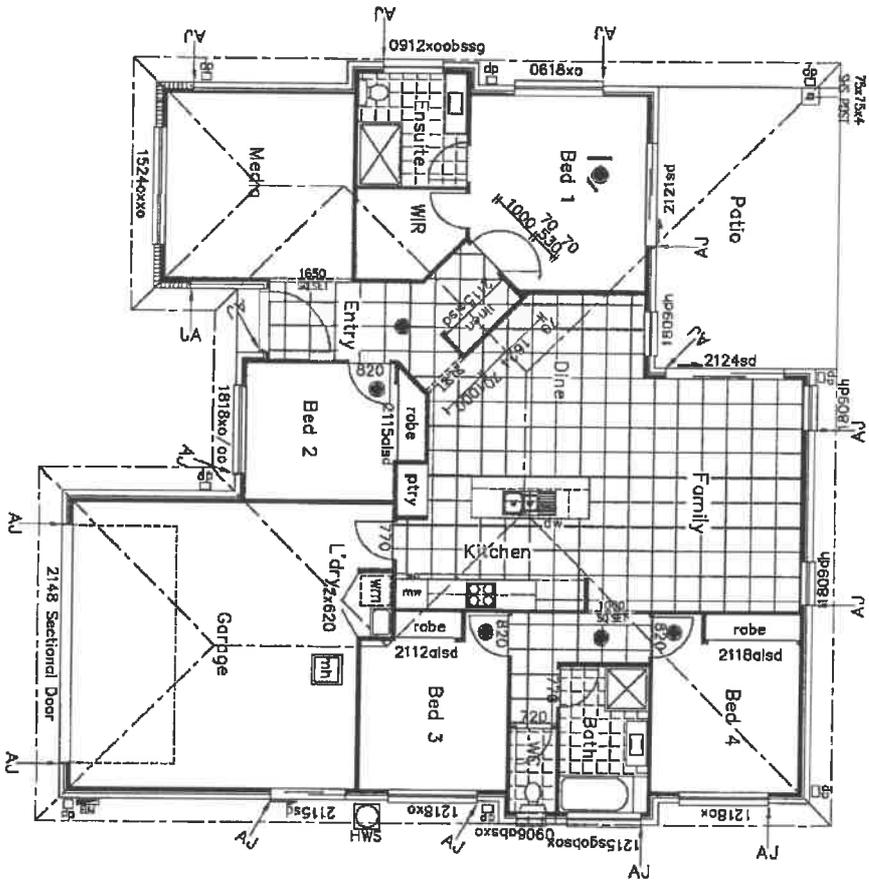
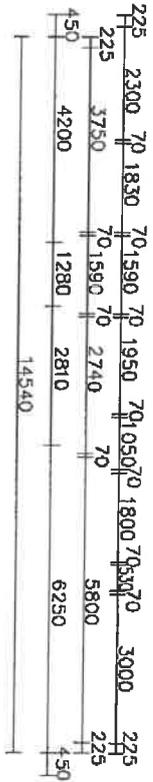
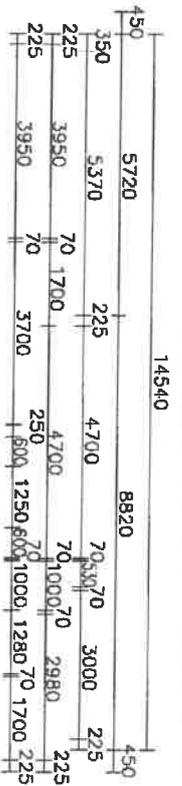
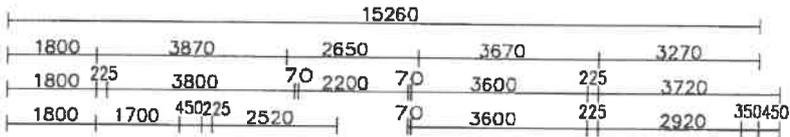
8. DRIVEWAYS

- Driveways are to be installed prior to occupancy.
- They must be constructed of either stamped, stencilled or exposed aggregate concrete.

9. TRANSFER OF COVENANTS

- The seller reserves the right to vary or exclude any of the provisions of this covenant with respect to any sale of land in the estate and the buyer shall have right to claim or to take any action whatsoever against the seller in the relation to any such variation or exclusion. The seller has not warranted to obtain any similar covenant from any other prospective buyer and the buyer shall have no claim against the seller for any failure to obtain a covenant in similar terms from any prospective buyer.
- The buyer warrants to be bound by the building covenants and shall secure from any third party buyer of the land at any time a Deed in terms agreed upon by the seller, signed by the buyer, for the benefit of the seller, warranting that the third party buyer agrees to be bound by the same building covenants at the buyer's own cost. The buyer shall pay any legal costs of the seller associated with drafting such Deed for provision to any third party buyer.

- SMOKE DETECTOR
- ▲ ARTICULATION JOINT



MECHANICAL VENTILATION TO COMPLY WITH THE BCA PART 3.8.5 & 3.8.7 (EXHAUST MUST BE VENTED TO OUTSIDE OF THE BUILDING)

ELEVATIONS

FLOOR AREAS:	
LIVING	144.61 sqm
GARAGE	38.80 sqm
PORCH	0.95 sqm
PATIO	18.71 sqm
TOTAL	202.87 sqm

GMA
Certification Group

APPROVED
20199792

This document has been assessed for compliance with the Building Act 1973 and is subject to the provisions of the Building Act 1973.

FLOOR PLAN

WIDE BAY HOMES

JNH BUILDERS PTY LTD
QBCC NO. 1274453

SHEET 3 of 11
JOB NO. 251HB
ORIGINAL B/C/D/E

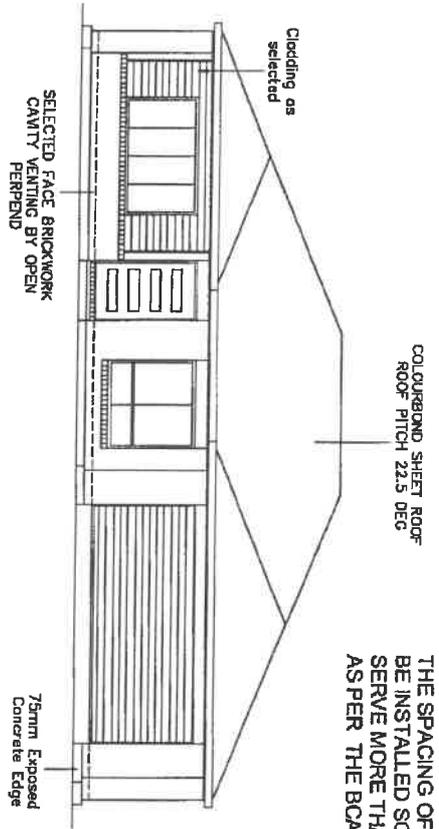
CLIENT: P & T Pedersen Investments Pty Ltd
SITE: Lot 6, 65 Morlin Street,
POINT VERNON

DATE 19.09.2018
DESIGN DRAWN
SCALE (A3): 1:100

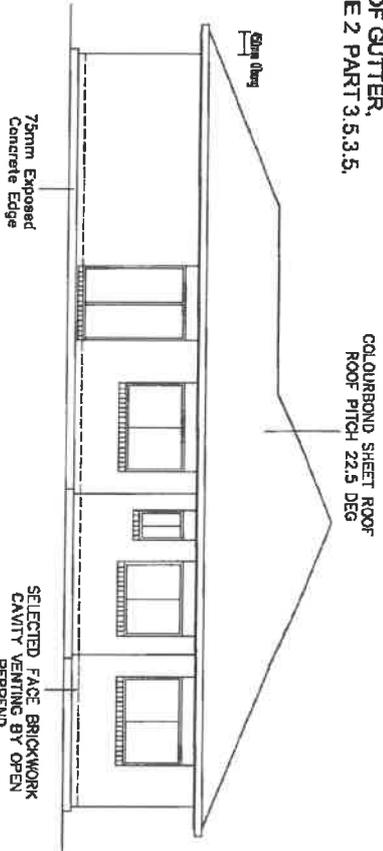
P.O. Box 123 Harvey Bay Q. 4858 Phone: (07) 4225 9876

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WATERPROOFING IS TO BE CARRIED OUT IN ACCORDANCE WITH THE BCA VOL. 2 PART 3.8.1 AND INSTALLED BY A SUITABLY QUALIFIED PERSON.

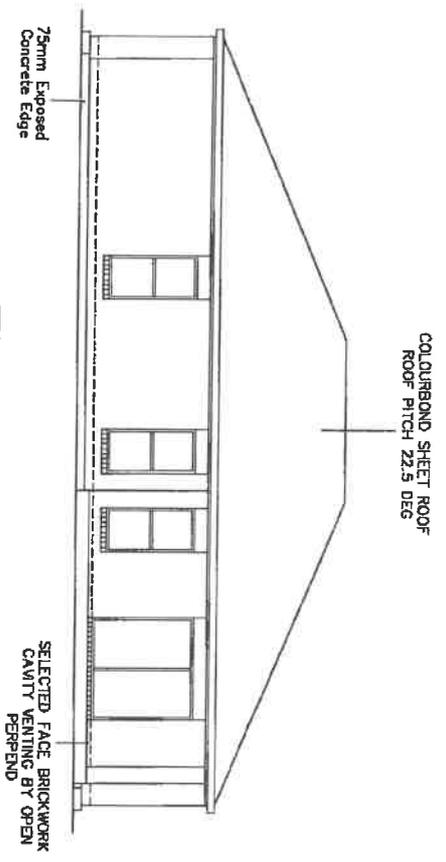


THE SPACING OF DOWNPIPES MUST BE INSTALLED SO THAT THEY DO NOT SERVE MORE THAN 12m OF GUTTER, AS PER THE BCA VOLUME 2 PART 3.5.3.5.

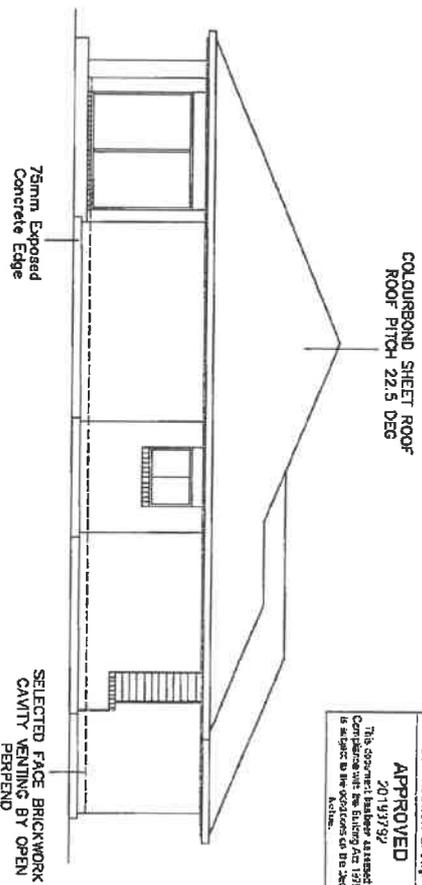


Elevation 1

Elevation 2



Elevation 3



Elevation 4

WHERE A DOOR THRESHOLD IS MORE THAN 230MM ABOVE THE ADJOINING SURFACE, IT MUST INCORPORATE STEPS HAVING RISER AND GOING DIMENSIONS IN ACCORDANCE WITH BCA PART 3.9.1.6 (as applicable)

GRADE SITE AWAY FROM THE BUILDING AT A MINIMUM SLOPE OF 1:20 FOR A MINIMUM DISTANCE OF 1000MM TO PERIMETER, SO THAT THE WATER DRAINS TO THE ROAD OR UNDERGROUND DRAINAGE, NOT ONTO NEIGHBOURING PROPERTIES



 Certification Group

 APPROVED

 20/10/19

 This approval is issued by

 Competence with the Siting Act 1978 and

 is subject to the conditions of the Siting

 Act.

NO DESIGN OR CONSTRUCTION COPYRIGHT ©

CLIENT: F & T Pedersen Investments Pty Ltd
 SITE: Lot 6, 65 Martin Street
 POINT VERNON

DATE: 19.09.2019
 DESIGN: DRAMN
 SCALE: (A3)1:100

ELEVATIONS

WIDE BAY HOMES
 P.O. Box 123 Harry Bay Q. 4655 Phone: (07) 4126 9976

JNH BUILDERS PTY LTD
 QBCC NO. 1274453

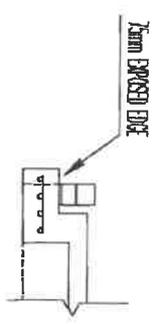
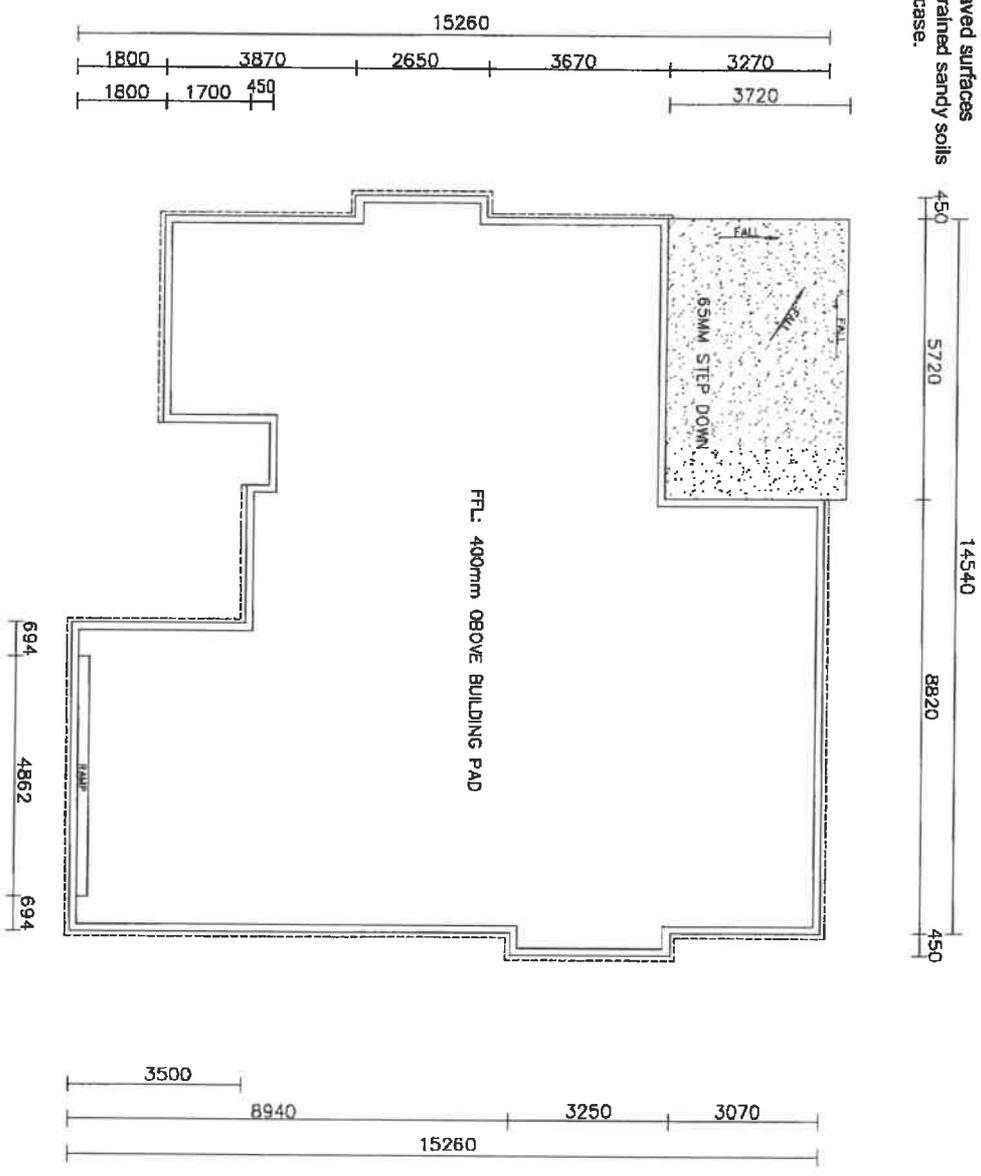
NOTES:
 1. Drawn dimension the production
 one sheet.
 2. Any other dimensions on site.

SHEET 4 of 11
 JOB NO. 251HB
 ORIGINAL

FINISHED FLOOR LEVEL TO BE IN COMPLIANCE WITH THE BCA VOL 2 PART 3.1.3.3

- 50mm above hard paved surfaces
- 100mm above well drained sandy soils
- 150mm in any other case.

Dynamic Cone Penetrometer (DCP) tests to be conducted in the bottom of the footings, prior to the pouring of concrete, to ensure adequate bearing.

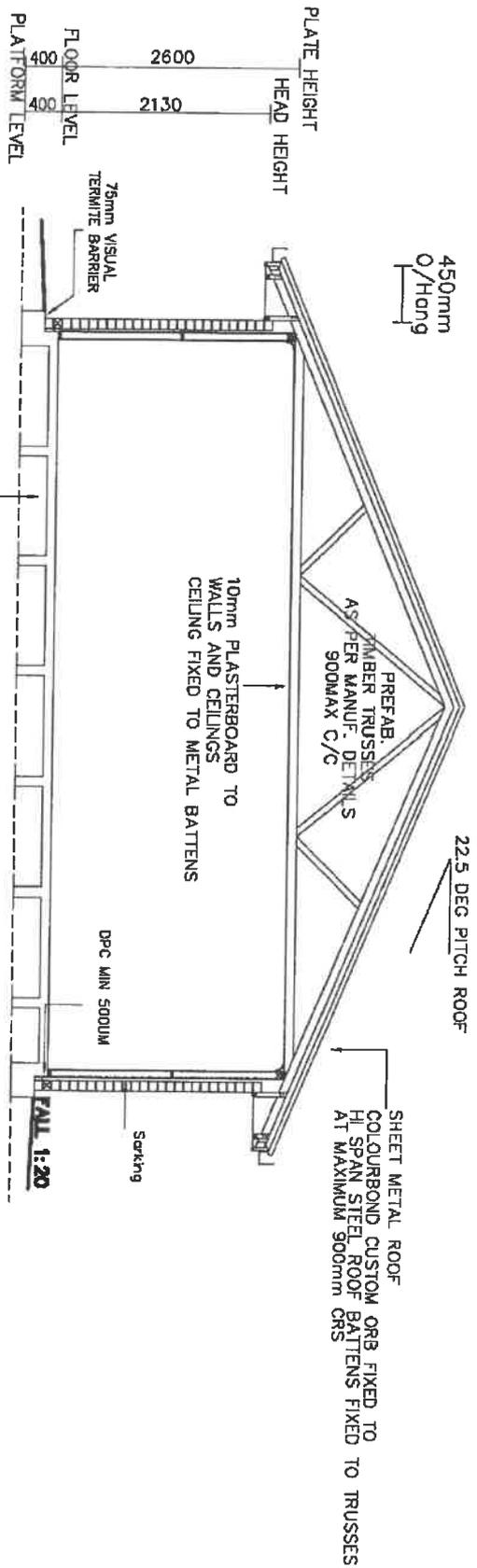


TERMITTE MANAGEMENT SYSTEM TO BE FULLY INSTALLED TO COMPLY WITH BCA PART 3.1.4 AND AS 3860.1 INCLUDING ALL PENETRATIONS AND COLD JOINTS AS APPLICABLE

THIS DESIGN IS PART OF WORKS & COPYRIGHT ©

CLIENT: P & T Pedersen Investments Pty Ltd SITE: Lot 6, 65 Martin Street POINT VERNON	DATE: 19.09.2019 DESIGN DRAWN SCALE: (A3): 1:100	WIDE BAY HOMES P.O. Box 123 Hervey Bay Q. 4655 phone: (07) 4128 9976	licensee JNH BUILDERS PTY LTD QBCC NO. 1274453	NOTES: 1. Required dimensions take precedence over other notes 2. Verify all dimensions on site.	SHEET 5 of 11 JOB NO. 251HB ORIGINAL COPY
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SLAB PLAN



TYPICAL SECTION

GRADE SITE AWAY FROM THE BUILDING AT A MINIMUM SLOPE OF 1:20 FOR A MINIMUM DISTANCE OF 1000MM TO PERIMETER, SO THAT THE WATER DRAINS TO THE ROAD OR UNDERGROUND DRAINAGE. NOT ONTO NEIGHBOURING PROPERTIES



THIS DRAWING IS MADE ON A 200x300mm COPIER PRINT

CLIENT: P & T Pedersen Investments Pty Ltd	DATE: 18.09.2019	SCALE: (A3) 1:50	licencee	NOTES: 1. All dimensions are in millimetres unless otherwise stated. 2. Refer to drawings on this sheet.	SHEET 6 of 11
SITE: Lot 6, 65 Martin Street	DESIGN OR AMEND		JNH BUILDERS PTY LTD		JOB NO. 251HB
POINT VERSION			P.O. Box 123 Hervey Bay Q. 4655 phone (07) 4128 9976		ORIGINAL BIDDIE
TYPICAL SECTION		WIDE BAY HOMES			
			OBCC NO. 1274453		

SPECIFICATION – N3 WIND CLASSIFICATION

All work to comply with the BUILDING CODE OF AUSTRALIA, QUEENSLAND DEVELOPMENT CODE PARTS 25 & 29, (MP) 4.1 – SUSTAINABLE BUILDINGS, ENGINEERS DETAILS and LOCAL AUTHORITY BY-LAWS. Timber framed in accordance with PRYDA FRAME DESIGNER v5 – & AS 1684.2-2010. All work to be in accordance with manufacturer's specification.

TIMBER SCHEDULE

2600 high EXTERNAL T2 BLUE TREATED Pine wall frame with studs at 450 c/s
Pre-fabricated Engineered frame in accordance with manufacturers design and specification.

2550 high INTERNAL T2 BLUE TREATED Pine wall frame with studs at 450c/s
Timber sizes as per table below unless otherwise stated on plans.
Pre-fabricated Engineered frame in accordance with manufacturers design and specification.

WALL STUDS TØ BLUE TREATED Pine at sides of openings.
Pre-fabricated Engineered frame in accordance with manufacturers design and specification.

LINTELS; Seasoned Hardwood 127, sizes as per Lintel Layout detail
Pre-fabricated Engineered frame in accordance with manufacturers design and specification.

THE DOWN

BOTTOM PLATE TO SLAB, 12x100 Blue-Tip SCREW BOLT TO POSITION AS PER TOP TO BOTTOM PLATE.
TOP TO BOTTOM PLATE:
1 x M12 CYCLONE ROD AT EACH END, AT GIRDER TRUSSES LOCATION, BESIDE OPENINGS AND AT 900mm CRS TO 6800mm RLW. 1350mm MAX CRS ELSEWHERE TRUSSES TO TOP PLATE;
1/20x0.8 G.I. LOOPED STRAP WITH 6/2.8 DIA NAILS EACH END
LINTELS:
1 x M12 CYCLONE ROD AS PER TOP PLATE/BOTTOM PLATE THE DOWN

ROOFING

Sheet Metal Roof "Custom Orb" fixed in accordance with manufacturers specification on HI Span 40 Sheet Roof Battens 0.55 fixed at 900 c/s.
Ceiling Battens, metal battens installed at maximum of 600mm c/s.
Fascia & Gutter; Colourbond metal fascia and gutters fixed in accordance with manuf. specifications.
Downpipes; 90mm dia. Round PVC positioned as per plan.

TRUSSES

TØ BLUE TREATED Pine Roof trusses Ø 900c/s in accordance with manufacturers design and specification for N3 Site Classification
Note* Bracing of trusses to be in accordance with manufacturers specification.

TERMITE CONTROL To be in accordance with A.S. 3660.1.
KORDON TO ALL SERVICE PENETRATIONS, PERIMETER – 75MM CONCRETE SLAB EDGE VISUAL BARRIER

INSULATION

EXTERNAL WALLS; SISALATION FOL TO ALL EXTERNAL TIMBER FRAMED WALLS
ROOF; 60mm ANTIION BLANKET FITTED TO THE UNDERSIDE OF THE ENTIRE ROOF AREA

HOT WATER SYSTEM: ELECTRIC STORAGE UNIT 250LTR THERMAN

WATER PROOFING: WET SEAL TO ALL WET AREAS INSTALLED IN ACCORDANCE WITH BCA 2006-PART 3.8.1

LIGHTING

FLUORESCENT AND OR LED LIGHTS TO 80% OF THE TOTAL FLOOR AREA IN ACCORDANCE WITH QDC PART 29

BUSHFIRE COMPLIANCE

NOT APPLICABLE

THIS DOCUMENT IS THE PROPERTY OF
CONTRACTOR



CLIENT: P & T Pedersen Investments Pty Ltd	DATE: 19.09.2019	SCALE: (A3)	licencee	NOTES:	SHEET 7 of 11
SITE: Lot 6, 65 Morfin Street	DESIGN DRAWN	SCALE (A3)	JMH BUILDERS PTY LTD	1. Typical dimensions take precedence over detail 2. Verify all dimensions on file.	JOB NO. 251HB
POINT VERSION	FRAMING & THE DOWN DETAILS		QBCC NO. 1274453		ORIGINAL COPIES
			P.O. Box 123 Harvey Bay Q. 4655 phone: (07) 4128 9976		

SITE CLASSIFICATION – N3

Bracing for Direction A

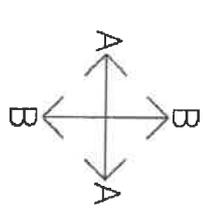
Code	Type	Length	Value	TOTAL
A1	TB48	540	0.86	0.86
A2	TB48	540	0.86	1.72
A3	TB48	720	4.80	6.32
A4	TB48	720	4.80	10.92
A5	TB2	2700	8.10	19.02
A6	TB48	900	5.76	24.78
A7	TB48	900	5.76	30.54
A8	TB48	900	5.76	36.30
A9	TB48	1800	11.52	47.82
A10	TB2	2500	7.50	55.32
Resistance provided:				55.32
Resistance required:				48.54

Bracing for Direction B

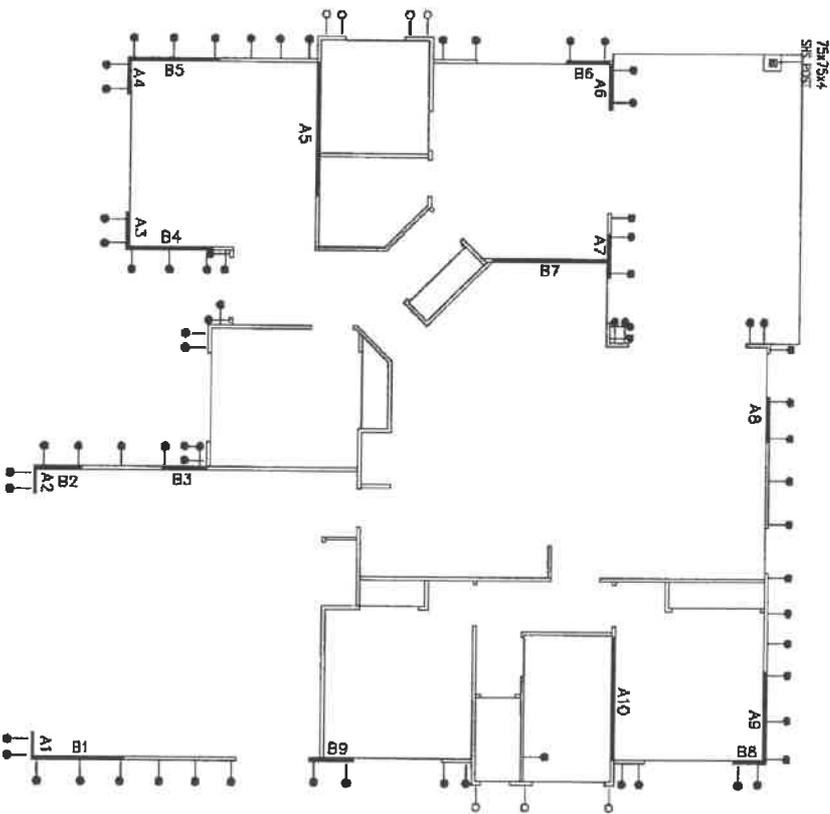
Code	Type	Length	Value	TOTAL
B1	TB48	1800	11.52	11.52
B2	TB48	900	5.76	17.28
B3	TB48	900	5.76	23.04
B4	TB48	1700	10.88	33.92
B5	TB48	1800	11.52	45.44
B6	TB48	900	5.76	51.20
B7	TB2	2300	6.90	58.10
B8	TB48	645	4.12	62.22
B9	TB48	900	5.76	67.98
Resistance provided:				67.98
Resistance required:				64.27

BRACING LEGEND

TB1:	Cast-in-place steel angle	1.04kN/m
TB2:	Double D-shaped Galv. Metal Strip Nominal rating to Concrete Slab	3.04kN/m
TB44:	Handpunch Rivet, as per manual specifications with anchor rods.	
TB48:	Plywood 48mm F14 with M12 Rod, top to bottom plate each end, nailed at 150mm c/c to horizontal edges 6.4kN/m	6.4kN/m
NOMINAL BRACING:	Timber framed wall sheathed two sides	0.75kN/m



— Indicates M12 Rod connected to Slab with 1 x 12150 TRADAC Blue Tip Screw Bolt
 — Indicates 1 x 12100 Blue Tip Screw Bolt



Reference: Table 10 of the Plywood Association of Australia Limit State Design Manual AS1684.2-2006 Table 8.18



CLIENT: P & T Investments Pty Ltd
 SITE: Lot 8, 65 Merlin Street
 POINT VERNON

BRACING PLAN

DATE 18.09.2019
 DESIGN DRAWN
 SCALE (A3): 1:100

WIDE BAY HOMES
 P.O. Box 123 Harvey Bay Q. 4655 phone: (07) 4128 9976

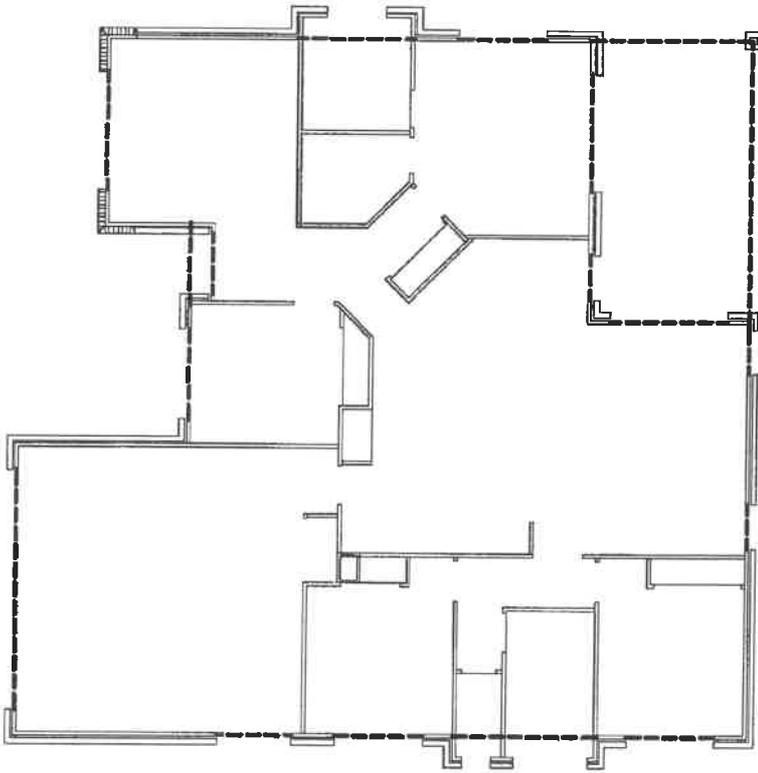
licences
 JNH BUILDERS PTY LTD
 QBCC NO. 1274453

NOTES:
 1. Figure dimensions take precedence over text.
 2. Refer all dimensions to this note.

SHEET 8 of 11
 JOB NO. 251HB
 ORIGINAL

Certification Group
APPROVED
 201933792
 This document has been assessed by
 Certified with the Building Act 1975 and
 is subject to the provisions of the Building
 Act 1975.

SITE CLASSIFICATION N3



INTEL LAYOUT



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CLIENT: P & T Pedersen Investments Pty Ltd

SITE: Lot 6, 65 Martin Street

POINT VERSION

INTEL LAYOUT

DATE 19.09.2019

DESIGN DRAWN

SCALE (A3):1:100

WIDE BAY HOMES

P.O. Box 123 Hervey Bay Q. 4655 phone (07) 4126 9976

licensee

JNH BUILDERS PTY LTD
OBCC NO. 1274453

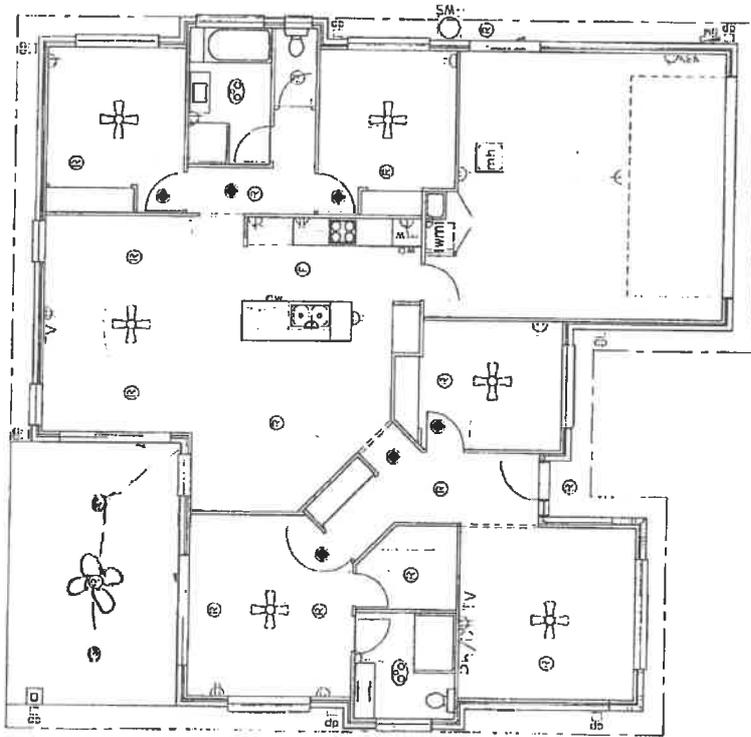
NOTES:

- 1. Refer dimensions like previous
- 2. Study all dimensions on site.

SHEET 9 of 11

JOB NO. 251HB

ORIGINAL/DIE



- 1 (1) LIGHT POINT - 32W ROUND FLOOR
- 17 (2) LIGHT POINT - WITH DOWN LIGHT
- (3) LIGHT POINT - WITH PENDANT LIGHT
- (4) LIGHT POINT - ONLY FITTING TO BE RETAINED
- (5) LIGHT POINT - WITH 200mm BATTERY FLOOR

- (6) FLOOD LIGHT - MOUNTED TO SOFFIT
- (7) SWITCHES TO BE 250mm ABOVE FLOOR
- (8) 2-WAY SWITCH-NC

- (9) 1 AMP 1FA - GFI EXHAUST FAN UNIT
- (10) 2 AMP 1FA - GFI EXHAUST FAN UNIT
- (11) DOUBLE GPO Generally 500mm ABOVE FLOOR
- (12) 200mm ABOVE FLOOR AT GARAGE ONLY

- (13) SINGLE GPO Generally 500mm ABOVE FLOOR
- (14) EXTERNA SINGLE GPO
- (15) EXTERNA DOUBLE GPO

- (16) TV ALTRIA POINT 500mm ABOVE FLOOR
- (17) TELEPHONE & DATA POINT
- (18) 1200mm CEILING FAN

- (19) 250mm EX-AUST FAN
- (20) SMOKE DETECTOR

SPECIFIC HEIGHTS - ABOVE FLOOR

- GPO LORY 1200mm
- GPO KITCHEN 1100mm
- GPO HALLWAY 1900mm
- GPO BRIDGE 1200mm
- GPO BATH 1200mm
- GPO ENSUITE 1200mm

CLIENT: P & I Investments Pty Ltd
 SITE: Lot 6, 65 Martin Street
 POINT VERNON

DATE: 19.09.2019
 DESIGN: [Name]
 DRAWN: [Name]
 SCALE: (A3):1:100

WIDE BAY HOMES
 P.O. Box 123 Harvey Bay Q. 4655 phone: (07) 4328 9976

licencee
JNH BUILDERS PTY LTD
 QBCC NO. 1274453

SHEET 10 of 11
 JOB NO. **251HB**
 ORIGINAL CD/DIE

NOTES:
 1. Refer dimensions to wall/ceiling
 2. Refer to schedule of work
 3. Refer to schedule of work

CLIENT:
P & T Investments Pty Ltd
SITE: Lot 6, 65 Merthin Street
POINT VERNON

ELECTRICAL PLAN

DATE: 19.09.2019
DESIGN DRAWN
SCALE: (A3)1:100

WIDE BAY HOMES

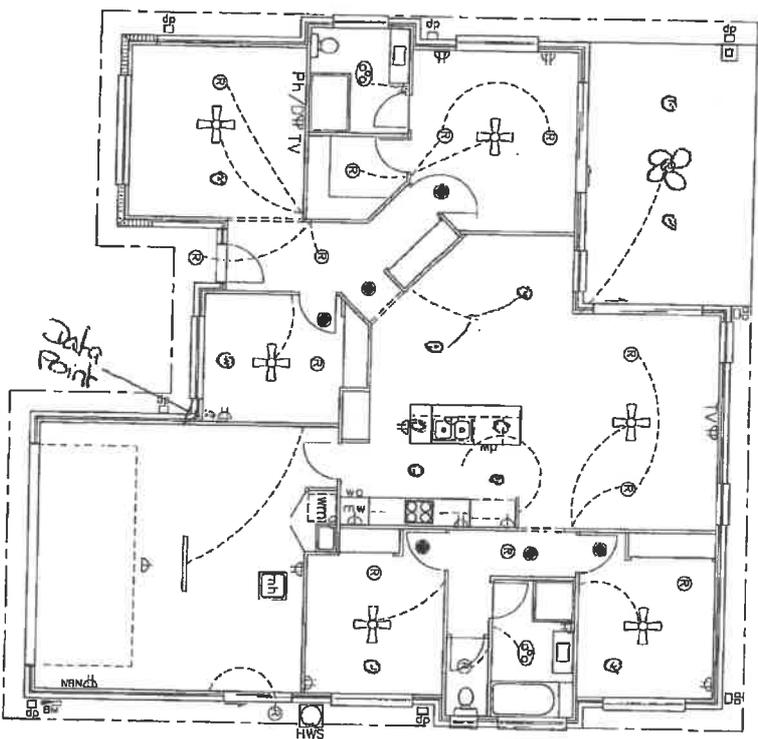
P.O. Box 123 Hervey Bay Q. 4655 phone (07) 4128 9976

JNH BUILDERS PTY LTD
QBCC NO. 1274453

NOTES:
1. Refer dimensions to precedent
2. Only see dimensions on site.

SHEET 10 of 11
JOB NO. 251HB
ORIGINAL CLIDE

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0 7 x Downlights
0 2 x points only

- 1 LIGHT POINT - 32W ROUND FLOURO
- 17 LIGHT POINT WITH DOWNLIGHT
- 2 LIGHT POINT WITH PENDANT LIGHT FITTING
- 0 LIGHT POINT ONLY - FITTING TO BE DETERMINED
- 1 LIGHT POINT WITH 1200mm BATTEN FLOURO
- FLOOD LIGHT - MOUNTED TO SOFFIT
- SWITCHES TO BE 1250mm ABOVE FLOOR
- 2-WAY SWITCHING
- 4 LAMP HEAT-LIGHT-EXHAUST FAN UNIT
- 2 LAMP HEAT-LIGHT-EXHAUST FAN UNIT
- 14 DOUBLE GPO Generally 300mm ABOVE FLOOR
1200mm ABOVE FLOOR AT GARAGE ONLY
- 4 SINGLE GPO Generally 300mm ABOVE FLOOR
- 2 EXTERNAL SINGLE GPO
- 2 EXTERNAL DOUBLE GPO
- 2 TV TV AERIAL POINT 300mm ABOVE FLOOR
- 1 Ph/D TELEPHONE & DATA POINT
- 6 1200mm CEILING FAN
- 250mm EXHAUST FAN
- 6 SMOKE DETECTOR

SPECIFIC HEIGHTS:-

- ABOVE FLOOR
- GPO LDRY 1200mm
- GPO KITCHEN 1100mm
- GPO RANGEROOD 1500mm
- GPO FRIDGE 1500mm
- GPO BATH 1200mm
- GPO ENSUITE 1200mm

LEGEND

- LABELS General
- AZ Easement DCDB Labels
- AZ House Number Labels
- AZ Reserve and Forest DCDB Labels
- AZ National Park
- AZ Reserve
- AZ State Forest
- AZ Road Labels
- AZ Watercourse DCDB Labels
- Sewer Infrastructure
- Sewer Manholes
- Sewer House Connections
- Sewer House Connections (non WBW)
- Sewer Gravity Mains
- Property Boundaries
- Land Parcels
- Easements
- Base Map (BM) Layers
- Fraser Coast Regional Council Boundary Line
- Roads
- State Roads
- Major Roads
- Rural Roads
- Streets
- Unformed Roads
- Proposed Roads
- Other Road
- Dam / Waterbodies
- Waterbodies
- Land Parcels
- Road Casements
- Ocean
- Fraser Coast Local Government Authority Boundary
- Other Local Government Authority Boundaries



Fraser Coast Regional Council | PO Box 19443, Hervey Bay Qld 4655 | Ph. 1300 79 49 29
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Projection: GDA94 / MGA zone 56
 Map created by:



Scale: 1:422 (When printed @ A3)
 Date: 13/12/2019

