BOARDWALK

BURLEIGH BEACH

CONTRACT OF SALE

HICKEY LAWYERS

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Boardwalk Burleigh Beach
SALE DETAILS

Item 1: **Contract Date:** _____

Item 2: **Seller:**
Tuggeranong Development Corporation Pty Ltd ACN 129 458 448 as trustee
C/- Hickey Lawyers
Level 6 Corporate Centre
Corner Bundall Road and Slatyer Avenue
Bundall QLD 4217

Item 3: **Seller's Solicitors:**
Hickey Lawyers
Level 6 Corporate Centre
Corner Bundall Road and Slatyer Avenue
Bundall QLD 4217
Telephone: (07) 5574 1000
Facsimile: (07) 5574 1130
Email: lords@hickeylawyers.com.au
Attention: St John Lord

Item 4: **Seller's Agent:**
Name: CBRE (RP) Pty Ltd ABN 92 127 174 207

Address: Level 3, Oracle East Tower, 6 Charles Avenue, Broadbeach Qld 4218

Telephone: 61 7 5581 2000

Facsimile: 61 7 5581 2099

Item 5: **Buyer:**
Name: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

Email: _____

Tax File No: _____

ABN: _____

Foreign Person: ☐ Yes ☐ No *(mark the applicable box)*

Item 6: **Buyer's Solicitors:**
Name: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

Email: _____

Attention: _____

Item 7:	**Deposit Holder:**	Hickey Lawyers, a law firm in Queensland
Item 8:	**Lot:**	Lot No: _____ as shown on the **plan.**
Item 9:	**Purchase Price:**	$_____
Item 10:	**Deposit:**	$_____ **Initial Deposit**: $_____ **Balance Deposit**: $_____ payable on: _____
Item 11:	**Guarantor:**	**Name:** _____ **Address:** _____ _____ **Name:** _____ **Address:** _____ _____
Item 12:	**Desired Exclusive Use Car Space Location**	**Car Space No:** _____ as shown on the Exclusive Use Plans in Schedule 2.
Item 13:	**Colour Scheme**	**Colour Scheme 1 – 'Coast'** ☐ **Colour Scheme 2 – 'Domain'**☐ **Colour Scheme 3 – 'Urban'** ☐

SALE CONDITIONS

1. DESCRIPTION OF PARTIES

The parties to the **contract** are as follows:

we, us, our	means the seller described in **item 2**. Where relevant, it includes our manager, agent or any person we authorise.
you, your	means the buyer described in **item 5**.
guarantor	means each person named in **item 11.**

2. MEANING OF WORDS

In the **contract**, words marked in **bold** have the following meaning:

Act	means the *Body Corporate and Community Management Act 1997* (Qld).
approval	means any approval, consent or certificate of a federal, state or local government, any authority, consent body (including a private certifier) or financier relating to the **land**, the **development**, the construction of the **development,** the **lot** or the **contract** or any other decision of a third party which affects our ability to settle the **contract**.
body corporate	means the body corporate which came, or will come, into existence upon registration of the **plan** and the recording of the **first CMS**.
business day	means a day other than a Saturday, Sunday or public holiday within the Gold Coast City Council area.
CMS	means a community management statement for the **scheme.**
construction funder	means a **financial institution** proposing to fund the construction of the **development** (or any other aspect of or incidental to the **development**).
contract	means the Sale Details, the Sale Conditions and the Schedules.
contract date	means the contract date specified in **item 1**, or if there is no date specified, the date when the parties are legally bound by the **contract**.
decision period	means the period of 21 days following our receipt of the **sale notice**.
defect	means any defect, fault or omission in the construction of the **lot** as assessed against the National Construction Code (NCC) at the time construction of the **lot** is completed.
defects liability period	means the period commencing on the **settlement date** and ending 90 days later.
deposit	means the amount shown in **item 10**.
deposit holder	means the party shown in **item 7**.

development	means the proposed residential development to be constructed on the **land**.
development costs	means costs necessary and incidental to the commencement, construction and completion of the **development**, including the acquisition and holding costs of the **land,** obtaining of and compliance with **approvals** and the construction of the **development.**
disclosure statement	means the disclosure document relevant to the **lot** that we give to you prior to you entering into this **contract** which includes information we are required to give you under the **Act**.
existing lot	means a lot that has an indefeasible title under the *Land Title Act 1994* (Qld).
financial institution	means a trading bank, building society or credit union, or any other entity that provides finance.
first CMS	means the first community management statement for the **scheme**.
GST	has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
item	means an item in the Sale Details section of the **contract**.
land	means the land situated at 70-72 The Esplanade, Burleigh, Queensland, 4220 and 1877-1879 Gold Coast Highway, Burleigh, Queensland, 4220.
lot	means the lot or proposed lot in the **development** described in **item 8**.
module	means the *Body Corporate and Community Management (Accommodation Module) Regulation 1997* (Qld).
objection	means any objection, requisition or claim for compensation or damages or other relief, refusing to complete or delaying completion of, rescinding or terminating this **contract**.
outgoings	means: (a) rates or charges by any competent authority (for example, Council rates, water rates and fire service levy); (b) land tax; (c) regular periodic contributions to the **body corporate** provided for in the **Act** or the **module**; and (d) any insurance premiums, duties, commissions or fees paid by us in respect of effecting insurance under Section 191 of the **Act** for the **scheme**. The amount for the **scheme** will be apportioned on the same basis as set out in clause 14.4.
plan	means either: (a) the proposed building format plan which includes the **lot** shown in the draft building format plan in Schedule 1; or

(b) if the **lot** is an **existing lot**, it means the registered building format plan which includes the **lot**,

whichever is the case when you sign the **contract**.

plan registration means the registration of a building format plan of subdivision that creates the **lot** under the *Land Title Act 1994* and the recording of a **CMS**.

Pre-settlement defect means a **defect** notified to us in accordance with clause 15.

proposed lot has the same meaning as defined in the **Act.**

proxy form the proxy form contained in the **disclosure statement** or any updated or amended version provided to you.

purchase price means the amount shown in **item 9.**

residential development means the residential development we intend to carry out on the **land**.

scheme means the community titles scheme established or to be established by the recording of the **first CMS**.

settlement date means whichever is the latest date of the following:

(a) the 30th day after the **contract date**; or

(b) if at the **contract date** a separate indefeasible title has not been created for the **lot**, the date that is 14 clear days after (but not including) the date on which we give you written notice under clause 10.1.

substantial variation means a reduction in the area of the **lot** by more than 5% from the area shown in the **plan** and where the reduction in area detrimentally affects the **lot** to a substantial extent.

sunset date means the date which is 5 ½ years after the **contract date**.

terms and conditions means the terms and conditions set out in the **sale notice.**

3. INTERPRETATION

3.1 Headings are for reference only and do not form part of the **contract**.

3.2 In the **contract**, unless the contrary intention appears:

(a) the singular includes the plural, and the plural includes the singular;

(b) reference to a gender includes any other gender;

(c) other forms of defined words have corresponding meanings;

(d) if an obligation is imposed on two or more parties, each party is liable for the obligation individually and together with each other person;

(e) reference to a person includes any other entity or association;

(f) reference to a party includes that party's personal representatives, successors and assigns;

(g) reference to a document includes any variation or replacement of it;

(h) reference to something which comprises more than one part or aspect includes a reference to each or any part or aspect;

(i) reference to a group of persons includes a reference to all of them collectively, any two or more of them collectively, and each of them individually;

(j) when the **contract** requires anything not to be done, this includes not allowing or permitting the thing to be done;

(k) reference to a statute, regulation or other law includes all regulations and instruments made under that law and all consolidations, amendments, re-enactments or replacements;

(l) despite completion of this **contract** any term of this **contract** which can take effect after the settlement of the **contract,** remains in force;

(m) a reference to time is a reference to Queensland time;

(n) a reference to money or currency is to Australian dollars; and

(o) the **contract** takes effect as a deed.

4. INTENTIONS

4.1 On the **settlement date** we will, subject to clause 24.1, be the registered owner of the **lot**.

4.2 Subject to our right to terminate this **contract** and our other rights under this **contract** in connection with the **development**, we intend to construct the **development** on the **land**.

4.3 It is intended that the **development** will comprise of a **residential development** of 128 residential lots and common property.

4.4 We intend to subdivide the **land** by registering a building format plan generally in accordance with the **plan** subject to our rights under the **contract** to vary the **plan**.

4.5 A Body Corporate will be established in respect of the **development** upon registration of the **plan**.

5. AGREEMENT TO SELL AND PURCHASE

We agree to sell to you, and you agree to purchase from us, freehold title to the **lot** for the **purchase price** free from encumbrances except those specified in the **contract,** the **disclosure statement** and the encumbrances created or implied by the **Act** and the *Land Title Act 1994.*

6. PAYMENT OF DEPOSIT

6.1 You must pay the initial part of the **deposit** to the **deposit holder** as soon as you sign the **contract** and you must pay the balance of the **deposit** (if any) to the **deposit holder** on the date specified in **item 10.**

6.2 You will be in default if you:

(a) do not pay the **deposit** when required;

(b) pay the **deposit** by post-dated cheque; or

(c) pay the **deposit** by cheque which is dishonoured on its first presentation.

6.3 It is agreed for the purposes of the **Act** that (unless otherwise specified in **item 7**) the **deposit holder** is a solicitor or firm of solicitors practising in Queensland and the **deposit** must be paid to the trust account of the **deposit holder**.

6.4 Where the **deposit** is equal to or greater than 10% of the **purchase price** the **deposit holder** will invest the **deposit** when fully paid in an interest bearing bank account. Where the amount of the **deposit** paid

is less than 10% of the **purchase price**, the **deposit holder** may, if instructed by us, invest the amount of the **deposit** paid. The **deposit holder** may, if instructed by us, withdraw the amount invested from investment at any time within 14 days prior to the **settlement date**.

6.5 If settlement of the **contract** occurs, you will be entitled to the interest earned on the **deposit**.

6.6 If settlement of the **contract** does not occur, the interest earned on the **deposit** will be paid to whoever is entitled to the **deposit**.

6.7 The **deposit** and the interest are at the risk of whoever is ultimately entitled to those amounts, and the **deposit holder** is not responsible for any loss caused by the investment of the **deposit**.

6.8 If the **deposit** is to be invested, you must tell the **deposit holder** your Australian tax file number (if applicable) within 7 days after the date you pay the **deposit**.

6.9 The **deposit holder** may lodge any necessary taxation return, and may pay any tax out of the **deposit** and interest. You and we indemnify the **deposit holder** against any tax payable.

6.10 You authorise the **deposit holder** to release the deposit to us immediately, should either of the following events occur:

(a) settlement of the **contract**; or

(b) forfeiture of the **deposit** under clause 15.

6.11 The **deposit** must be refunded to you if the **contract** is terminated under clauses 10 or 30.

6.12 You may only satisfy your obligation to pay the **deposit** by using a bank guarantee if we consent. If we consent, the bank guarantee must be on terms wholly acceptable to us and issued by a financial institution acceptable to us. Unless we agree to the terms of the bank guarantee, you have not complied with clause 6.1.

6.13 If you breach the **contract**, any part of the **deposit** secured by bank guarantee is immediately payable to the **deposit holder** and you authorise us and the **deposit holder** to convert any bank guarantee to cash.

6.14 If we accept a bank guarantee to secure the **deposit** and the bank guarantee has an expiry or termination date, you must pay the **deposit holder** the **deposit** in cash at least 30 days before the date of expiry or termination. If you do not, it is a breach of the **contract** by you and in addition to our rights under clause 15, you automatically authorise us and the **deposit holder** to convert any bank guarantee to cash.

6.15 If we accept a bank guarantee to secure the **deposit** and we form the opinion that the person who issued the bank guarantee is not financially secure, we can give you notice to replace the bank guarantee. If we give you a notice then you must pay to the **deposit holder** in cash the amount secured by the bank guarantee. If you fail to do so within 21 days of receiving our notice you will be in breach of the **contract** and in addition to our rights under clause 15, you automatically authorise us and the **deposit holder** to convert any bank guarantee to cash.

6.16 If we are entitled to convert a bank guarantee under the **contract**, you indemnify us (and you will keep us indemnified) for any cost or loss we suffer in relation to cashing the bank guarantee including without limitation legal costs on a full indemnity basis for any legal action taken by us.

7. TRANSFER DOCUMENTS

7.1 Before the **settlement date** and in sufficient time for us to sign them before the **settlement date**, you must provide to us the following transfer documents:

(a) Land Registry Form 1 Transfer;

(b) Land Registry Form 24;

(c) Land Registry Form 25 Foreign Ownership Information (if you are a "foreign person" under the *Foreign Ownership of Land Register Act 1988* (Qld));

(d) a copy of a properly signed and completed BCCM Form 8 notice under the **Act;** and

(e) any other document required by law to be signed by us in order to stamp or register the transfer.

7.2 If you ask us in writing, we will provide the signed transfer documents to your solicitors before the **settlement date** so that they can be stamped, but only if your solicitors give us an undertaking to hold the transfer documents on our behalf and to use them only for stamping purposes before the **settlement date**.

8. SETTLEMENT ARRANGEMENTS

8.1 Settlement must take place at our solicitor's office or at any other place on the Gold Coast or in Brisbane as we specify in writing to you.

8.2 Settlement must take place on the **settlement date** at a time agreed by you and us between 9.00 am and 5.00 pm and in default of agreement at a time that we nominate between 3.00 pm and 5.00 pm. If we do not nominate a time, settlement must take place at 4.00pm on the **settlement date.** Clause 20 does not apply to any time which may be agreed upon between 9.00 am and 5.00 pm.

8.3 On the **settlement date**, you must:

(a) pay us the **purchase price**, less the cash **deposit** paid by you;

(b) pay us any other money owing to us under the **contract**; and

(c) give us a letter addressed to the **deposit holder**, if required, authorising the payment of the **deposit** to us.

8.4 On the **settlement date**, we must give to you:

(a) vacant possession of the **lot**;

(b) the Land Registry Form 1 Transfer properly completed by us;

(c) the Land Registry Form 24 properly completed by us and the Land Registry Form 25 (if applicable);

(d) any certificate of title for the **lot** required to register the transfer;

(e) a properly signed release (full or partial) of any mortgage over the **lot** and, if it is unstamped, a *Duties Act 2001* (Qld) Form 5.5 (if required);

(f) any other properly signed document required by law to be signed by us to allow stamping or registration of the transfer; and

(g) all keys, access devices and codes applicable to the **lot** and the common areas of the **residential development** or make them available to you at the **development**.

8.5 Settlement must not take place earlier than 14 days after we give advice to you that the **scheme** has been established or changed. You agree that notice of **plan registration** or notice under clause 10.1 is an advice to you that the **scheme** has been established or changed.

8.6 If we give you a notice stating that:

(a) the issue of a certificate of classification or other approval required to allow legal occupancy of the **lot** was delayed because of any matter beyond our control; or

(b) we are required to give you a statement under Section 214 of the **Act;**

we may extend the **settlement date** by the period stated in the notice. A notice given under clause 8.6(a) will be conclusive evidence of the delay.

9. COMPLETION OF LOT

9.1 The area and dimensions of the **lot** will be generally in accordance with the **plan**.

9.2 Subject to our right to make changes in accordance with the **contract**, the **lot** and the **residential development** will contain the finishes and chattels specified in the relevant part of **Schedule 4** of the **contract**. Ownership of those finishes and chattels will pass on settlement to you if they are within the **lot** or to the **body corporate** if they are located on common property of the **scheme**.

9.3 Subject to any entitlement you have under the **Act**, we may do all or any of the following and you agree you are not materially prejudiced by and you cannot make any **objection** or make a claim because:

(a) without limiting clause 9.3(c), we make minor changes to the design, configuration or layout of the **lot**;

(b) we change the finishes and chattels as long as the **lot** contains finishes and chattels of an equivalent standard to those specified in the relevant part of Schedule **4** of the **contract**;

(c) we make any change to the **lot** caused by anything beyond our reasonable control (for example requirements of authorities, practicalities of construction or availability of materials); and/or

(d) we vary the area of the **lot** compared with the area shown in the **plan** provided that the variation is not a **substantial variation**.

9.4 Clauses 9.1, 9.2 and 9.3 do not apply if **plan registration** occurred before the **contract date**.

10. REGISTRATION OF PLAN

10.1 We must give you written notice at any time (as reasonably determined by us) after we become aware of **plan registration** that a separate indefeasible title for the **lot** has been created and, as appropriate, the **scheme** has been established or changed.

10.2 Settlement of the **contract** is conditional upon **plan registration** and us giving you notice under clause 10.1. If we have not given you notice under clause 10.1 by 5pm on the **sunset date** then you or we may end the **contract** by giving written notice to the other before **plan registration**.

10.3 For the purposes of section 217B of the **Act,** this **contract** must be settled before the **sunset date.** If this **contract** is not settled before the **sunset date** (other than because of your default), either party may by notice to the other terminate this **contract** and the **deposit** shall be refunded. This clause 10.3 is in addition to any rights the parties may have under the **Act.**

10.4 This clause only applies if **plan registration** has not occurred at the **contract date**.

11. TITLE TO LOT

11.1 You are not entitled to deliver to us requisitions or enquiries as to our title to the **lot**.

11.2 The title to the **land** and the **lot** is under the *Land Title Act 1994* (Qld).

12. OUR WARRANTIES

12.1 We warrant that each of the following matters are accurate as at the **contract date**:

(a) we have full capacity to sign the **contract**, and are not under any legal disability which prevents us from doing so; and

(b) we are not under any form of external administration under the *Corporations Act 2001 (Cth)*.

12.2 We warrant that each of the following matters will be accurate on the **settlement date**:

(a) we will be the registered owner of the **lot**;

(b) the **lot** is free from encumbrances and adverse claims, except for those referred to or permitted under the **contract**, those disclosed in the **disclosure statement**, those referred to in any building management statement that affects the **lot** and the easements or interests created or implied by the **Act** and the *Land Title Act 1994* (Qld);

(c) the **body corporate** has no outstanding or potential liabilities other than for:

(i) its ordinary operating expenses;

(ii) insurances required by the **Act** or under the terms of an engagement of a service contractor disclosed in the **disclosure statement**;

(iii) other purposes referred to in the **contract**;

(iv) its obligations under any building management statement that applies to the **scheme**; and

(v) any other liabilities incurred by the **body corporate** in the conduct of its affairs from the commencement of the **scheme**;

(d) no order has been made by a court for termination of the **scheme**;

(e) there are no unsatisfied judgments against the **body corporate;**

(f) there are no proceedings by any person claiming an interest in the **lot**; and

(g) there are no unsatisfied judgments or executions affecting the **lot.**

13. WHAT WE MAY DO

13.1 Subject to any entitlement you have under the **Act**, we may do all or any of the following and you agree you are not materially prejudiced by and you cannot make any **objection** or make a claim because:

(a) subject to clause 9.3 in respect of changes to the **lot**, we change the design of or configuration of lots or buildings in the **development**;

(b) we subdivide or amalgamate any lots in the **development** excluding the **lot**;

(c) we make changes to the community management statement in the **disclosure statement** including, without limitation, changes to the by-laws to grant to a lot in the **scheme** rights of exclusive use or special privilege over an area or areas of the common property of the **scheme** for any purposes we decide;

(d) we make changes to the location of any walls, hallways or the layout of the **development**;

(e) we transfer or incorporate any additional land into the **scheme** whether as a lot or common property;

(f) we transfer or excise any land (whether a lot or part of the common property) out of the **scheme**;

(g) we disclose your details shown in the **contract** to a proposed letting agent for the **scheme**;

(h) we amend or replace material disclosed in the **disclosure statement**;

(i) any boundary of the **land** is not fenced, or any boundary fence is not upon the boundary;

(j) the name “Boardwalk Burleigh Beach” does not form part of the **scheme**;

(k) of the existence on, or passage through the **land**, **lot**, or any adjoining property of mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service or the overhang of eaves or drains or gutters of any other lot, or any easements or other rights for those purposes;

(l) of any easements or other interests (other than a mortgage) noted on the **plan** arising under the **Act** or the *Land Title Act 1994* (Qld) or a building management statement;

(m) of any easement, covenant or other right required by law to be given to any relevant authority or the owner of any neighbouring land or any other buyer of a lot in the **development**;

(n) we are a trustee of a trust which is not disclosed on the title to the **lot** or in **item 2**;

(o) of any encroachment on the common property of the **scheme** by improvements on neighbouring land, or vice versa;

(p) the **body corporate** holds an extraordinary general meeting whilst we are the sole member of the **body corporate** and appoints a chairperson, secretary and treasurer, and appoints a representative to the committee under any building management statement and attends to any other matters or business as we consider necessary, for example those matters referred to in Sections 54, 56, 62 and Chapter 3, Division 2 of Part 3 of the **Act** and Chapter 4, Part 2 of the **module**;

(q) the **body corporate** enters into any agreements or arrangements on terms that are different to those disclosed in the **contract** or **disclosure statement**;

(r) the committee of the **body corporate** holds meetings and attends to matters which are not restricted issues for the committee, including consenting to a new **CMS** for the **scheme**, electing representatives to the building management group, or agreeing to amend any registered building management statement;

(s) the **body corporate** becomes a party to any easements which in our opinion are required for the **development** or by adjoining land owners, provided the **lot** is not adversely affected by the easements;

(t) occupation authorities, exclusive use or special privileges are granted over parts of the common property of the **scheme**;

(u) we are unable to provide the type and design of the finishes and chattels in accordance with the **contract** provided any substitutes comply with relevant building codes and **approvals**;

(v) the **body corporate** grants an approval for improvements on common property that are for the benefit of the **lot** or another lot and imposes conditions on the relevant owner of the benefited lot to be responsible for the maintenance, repair and running costs of the improvement on the common property;

(w) the **body corporate** grants or accepts easements over part of or for the benefit of the common property of the **scheme**;

(x) we change the regulation module applicable to the **scheme** prior to the recording of the **first CMS**;

(y) the **body corporate** grants a lease or licence to any person over any part of the common property for any purpose or accepts a lease or licence over any property;

(z) the **body corporate** consents to a new **CMS** to amalgamate or subdivide lots in the **development**;

(aa) the proposed **first CMS** in the **disclosure statement** does not accurately show the location of services in the common property on a services location diagram;

(bb) the services in the common property of the **scheme** cannot be accurately located until the **development** is substantially complete;

(cc) the **body corporate** grants areas of exclusive use or access over parts of the common property of the **scheme** which may be required under the terms of any building management statement for the **development**;

(dd) access to the **scheme** is over other land not owned by the **body corporate** provided that an easement or other access right allows you access;

(ee) any services or facilities proposed to be located on the common property of the **scheme** are not constructed or completed by the **settlement date**.

(ff) the **body corporate** grants a licence to NBN Co Limited ("NBN") for the exclusive or non-exclusive use of any works or network infrastructure installed by or on behalf of NBN in the **scheme**; or

(gg) if ownership of the works and network infrastructure installed by or on behalf of NBN vests in NBN and NBN has the right to maintain , repair, alter, remove or replace such works and network infrastructure.

13.2 Without limiting any of our rights in clause 13.1, we may make changes in the number of lots in the **development** or the size, location, contribution schedule lot entitlement or interest schedule lot entitlement of any lot in the **development** (including the **lot**), or in or to the common property, or any amalgamation of lots, and without limitation we may increase or decrease the number of lots in the development by changing the number of floors of the building in the **development**. If we do this you agree that:

(a) the numbering of the **lot** and other lots in the **development** may change;

(b) the relative entitlement of the contribution schedule lot entitlement and interest schedule lot entitlement of the **lot** compared to all other lots in the **scheme** will decrease or increase (and in this respect we will calculate the contribution schedule lot entitlement and interest schedule lot entitlement of the additional lots in accordance with the methodology disclosed in Schedule B of the **CMS** in the **disclosure statement**);

(c) the amount of the budget for the administrative fund and sinking fund as disclosed in the budget in the **disclosure statement** may increase or decrease (and you agree that you will not be materially prejudiced by any increase in the total weekly levies payable to the body corporate of 5% or less); and

(d) subject to any entitlement you have under the **Act**, you agree you are not materially prejudiced by and you cannot make any **objection** or make a claim because we implement any of the changes referred to in this clause 13.2 or because of any consequential changes that arise from such a change.

13.3 This clause 13.3 applies if, as at the **contract date**, the **lot** is an **existing lot** and the **body corporate** has not held its first extraordinary general meeting. For the purposes of Section 209(1)(b)(ii) of the **Act** you agree that any efforts by you to verify information contained in the **disclosure statement** will not be reasonable until the first extraordinary general meeting has been held and the **body corporate** has had reasonable time to update its records.

14. ADJUSTMENTS

14.1 If **plan registration** has not occurred at the **contract date**:

(a) we must pay all **outgoings** for the **land** for the period up to but excluding the date of **plan registration**;

(b) you must pay all **outgoings** for the **lot** for the period from and including the date of **plan registration**; and

(c) the **purchase price** must be adjusted accordingly.

14.2 If **plan registration** has occurred at the **contract date**:

(a) we must pay all **outgoings** for the **lot** for the period up to and including the **settlement date**;

(b) you must pay all **outgoings** for the **lot** after the **settlement date**; and

(c) the **purchase price** must be adjusted accordingly.

14.3 If **plan registration** has not occurred as at the **contract date** and if it is the practice of the relevant assessing authority to separately assess a tax or **outgoing** for the **lot** from the date of **plan registration** onwards, there will be no apportionment or adjustment to the **purchase price** for it.

14.4 If we have paid **outgoings** for the **land** which require an apportionment between you and us, those **outgoings** (except for land tax which is apportioned in accordance with clause 14.5), will be apportioned on the basis that the amount applicable to the **lot** is as follows:

$$\frac{a \times b}{c}$$

where:

a = the amount applicable to the **land** or if there is no separate assessment the amount reasonably determined by us;
b = the interest schedule lot entitlement of the **lot**; and
c = the aggregate interest schedule lot entitlement of all lots created upon **plan registration**.

14.5 Subject to clause 14.7, land tax will be apportioned on the basis that the amount applicable to the **lot** is:

$$\frac{a \times b}{c}$$

where:

a = the amount of land tax paid or payable by us for the relevant parcel for the land tax year current at the **settlement date**;
b = the interest schedule lot entitlement for the **lot**; and
c = the aggregate interest schedule lot entitlement of all lots created upon **plan registration**.

14.6 The relevant parcel is the lot or lots that made up the **land** that were subdivided to create the **lot**. If the Office of State Revenue does not have a separate valuation for the relevant parcel, we may apportion an unimproved valuation to the relevant parcel based upon the area of the parcel subdivided to create the relevant parcel.

14.7 If the Office of State Revenue advises that it will issue a final clearance for the **lot** on payment of a specified amount then the amount of land tax to be apportioned will be the greater of the specified amount or the amount calculated under clause 14.5.

14.8 If you are unable to obtain a land tax clearance or a clearance of any other **outgoing,** you must still settle the **contract** and may not withhold any part of the **purchase price**. Instead, you accept our undertaking, which we now give, to pay the applicable land tax or other **outgoing**.

15. PRE SETTLEMENT INSPECTION

15.1 We or our agent will provide notification to you that the **lot** is ready for inspection no later than 14 days before the **settlement date**.

15.2 You may attend the **lot** and provide us with a written list of **defects** in relation to and located within the **lot** within seven (7) days of written notification in accordance with clause 15.1. You acknowledge that time is of the essence in respect of the time frame to provide written notice.

15.3 We will use our best efforts to rectify any **pre-settlement defect** notified to us by you in accordance with clause 15.2 prior to the **settlement date**.

15.4 If you submit a list of **pre-settlement defects** in accordance with clause 15.2, you may attend the **lot** once more prior to the **settlement date**, at a time agreed with us, for the purposes of inspecting the rectification of the **pre-settlement defects** 15.2 ("the Second Inspection").

15.5 You acknowledge and agree that you cannot submit a further list of **defects** to us at the time of the Second Inspection.

15.6 In the event that we are unable to rectify any **pre-settlement defect** prior to the Second Inspection or the **settlement date**, you acknowledge and agree that those unrectified **pre-settlement defects** will be rectified during the **defects liability period** and you may make no claim, objection or delay settlement on the basis that we are unable to rectify any **defect** prior to the **settlement date**.

15.7 You must not withhold any part of the **purchase price** or delay settlement on account of any **defect** in the **lot** or the **development,** even if it is due to defective materials or workmanship.

15.8 This clause 15 is subject to your rights under clause 16.

16. DEFECTS LIABILITY PERIOD

16.1 We agree to repair and make good at our own expense and in a proper and workmanlike manner any **defects** in the **lot** if:

(a) a list of **defects** are notified to us in writing within the **defects liability period**; and

(b) you make the **lot** available at the time or times notified to you by us, our agents or contractors to enable rectification of the **defects** to be completed in a prompt and timely manner.

16.2 We are not required to repair or make good:

(a) natural shrinkage in the **lot** or **defects** caused by natural shrinkage in the **lot**; or

(b) minor faults or irregularities in natural materials used in the **lot**; or

(c) superficial damage or faults in relation to building materials not located in the **lot**; or

(d) any **defects** in the **lot** that arise from any act, omission or negligence of you , any occupier of the **lot** or any guest, invitee, contractor or agent of you or any third party whether or not such third party is an invitee; or

(e) **defects** relating to chips, cracks, scratches, marks, stains or any other superficial damage in finishes, balustrades, windows, Inclusions and appliances located within or adjacent to the **lot** unless those **defects** are a **pre-settlement defect**; or

(f) any items within the **lot** which are covered by a manufacturer's warranty.

16.3 We will repair and make good **defects** notified by you to us during the **defects liability period**:

(a) as soon as practicable after receiving the notice if the **defects**:

(i) relates to supply or distribution of electricity or gas;

(ii) relates to sewerage or drainage; or

(iii) materially restrict or interfere with the proper use and enjoyment of the **lot** by you;

(b) within 90 days of receipt of the notice for any other defects.

16.4 You may submit only one list of **defects** during the **defects liability period** other than for **defects** contemplated in clause 16.3.

16.5 You agree that you have no rights against us as a result of us carrying out our rights under this clause. However, when exercising those rights, we will use all endeavours reasonably available to us to avoid interfering with your use and enjoyment of the **lot**.

17. BREACH OF THE CONTRACT

17.1 You breach the **contract** if:

(a) you fail to comply with any of your obligations under the **contract**; or

(b) you, being a natural person:

(i) are sentenced to imprisonment for a term exceeding 1 month; or

(ii) are committed to a psychiatric hospital or in our opinion become of unsound mind; or

(c) you, being a company;

(i) are subject to an application for your winding up;

(ii) are ordered to be wound up;

(iii) enter into a scheme of arrangement with your creditors;

(iv) resolve to go into voluntary liquidation;

(v) enter into a scheme of arrangement for reconstruction purposes; or

(vi) become subject to any form of external administration referred to in the *Corporations Act (2001)* (Cth).

17.2 If you breach the **contract**, we may affirm or terminate the **contract**.

17.3 If we affirm the **contract**, we may:

(a) sue you for damages for breach, or sue for specific performance and damages in addition to or instead of specific performance; and

(b) recover from you as a liquidated debt any part of the **deposit** that you have failed to pay, and the amount recovered by us must be paid to the **deposit holder**.

17.4 If we terminate the **contract** we may:

(a) declare any part of the **deposit** paid by you forfeited and/or sue you for breach; or

(b) declare any part of the **deposit** paid by you forfeited and/or re-sell the **lot**, and any deficiency in the price on a resale and the expenses arising from the re-sale shall be recoverable by us from you as liquidated damages,

and in either case we may recover from you as a liquidated debt any part of the **deposit** that you have failed to pay.

17.5 Our rights under this clause are in addition to any other rights which we may have at law or in equity.

17.6 If you fail to pay on the due date any money payable by you under the **contract**, you must pay interest at 15% per annum on the amount outstanding from (and including) the due date until (and including) the date of actual payment. Interest will be calculated and payable by you at the same rate on the amount of

any judgment we obtain against you, from the date of judgment until the date of actual payment. All interest will be paid by you on the **settlement date** or, if settlement does not occur, on demand.

18. RISK

Subject to section 64 of the *Property Law Act 1974*, the **lot** and the finishes and chattels specified in the relevant part of Schedule **4** are at your risk on and from the date that we give you notice of **plan registration**. However if **plan registration** has occurred at the **contract date** the risk is yours from 5.00pm on the first day after the **contract date**.

19. COSTS

You and we must pay our own costs associated with the **contract**, but you must pay all stamp duty. If you do not, we may pay it and recover it from you as a liquidated debt.

20. TIME OF THE ESSENCE

20.1 In every respect, time is of the essence of the **contract**.

20.2 Unless specifically stated otherwise, if you must do something under the **contract** by a certain date, you must do so by 5pm on that date.

21. NO MERGER

Even after settlement of the **contract**, any term or condition of the **contract** which can still take effect remains in full force and effect.

22. MISDESCRIPTIONS

If there is any mistake in the **contract** regarding the description of the **land**, the **lot** or the common property of the **scheme**, the **contract** will not be annulled or voided, but if the mistake is material, then the affected party is entitled to reasonable compensation (unless the rights of the affected party are restricted by the **contract**).

23. SCHEME NAME

We may choose any name that we think fit as the name of the **scheme** for the purposes of the **first CMS** and for the purposes of the **plan**, and you may not make an **objection** to the name that we choose.

24. WE MAY ASSIGN THE LAND

24.1 We may, without your consent, assign our interest or part of our interest in the **contract** and the **land** (or the relevant parcel and/or **lot**) to an assignee who gives you a notice in writing agreeing to be bound by the **contract** in our place, and if we assign all of our interest we will then be released from any further obligations under the **contract**.

24.2 If you receive a notice from an assignee in accordance with clause 24.1, you agree in favour of the assignee to observe the **contract** as if the assignee was the party originally named in this **contract** as the seller and you must do anything that we or the assignee reasonably require to secure the assignee's rights under this **contract** including:

(a) signing any deed of covenant which we consider necessary;

(b) giving notice to the **deposit holder** that the **deposit** is held for the benefit of the assignee;

(c) if the **deposit** is secured with a bank guarantee or deposit bond then within 7 days of a notice from us or the assignee, replace the bank guarantee or deposit bond with another bank guarantee or deposit bond, as the case may be, on terms acceptable to the assignee; and

(d) signing a new power of attorney and **proxy form** in favour of the assignee.

24.3 You must not sell or otherwise assign any of your rights under the **contract** before settlement without first obtaining our consent, which we may give or withhold in our discretion. We may impose any conditions we consider necessary if we decide to grant that consent. Unless we agree otherwise, one of those conditions is that the purchaser, transferee or assignee must first covenant in our favour to observe all of the provisions of this **contract**, including this clause 24.3, and to obtain a covenant in our favour and in favour of any assignee of ours in the same terms (including as to obtaining such a covenant from a buyer, transferee or assignee) from any subsequent buyer, transferee or assignee.

24.4 If we are acting as a trustee under the **contract** we may retire as trustee of the trust provided a new trustee is appointed who gives you a notice agreeing to be bound by the **contract** as the new trustee of the trust.

25. ENQUIRIES OF BODY CORPORATE

We authorise you and your solicitors to apply to the **body corporate** to do any of the things specified in Section 205 of the **Act**.

26. PAYMENTS BY YOU

26.1 Any money that you are required to pay to us under the **contract** must be paid by bank cheque, made payable to us or as notified by us or our solicitors.

26.2 Despite any other provision of this **contract**, a reference to a bank cheque in clause 26.1:

(a) includes a cheque drawn by a building society or credit union on itself; and

(b) does not include a cheque drawn by a building society or credit union on a bank.

26.3 We are not obliged to accept a cheque referred to in clause 26.2(b).

26.4 For the purposes of this clause, “bank” means a bank as defined by Section 5 of the *Banking Act 1959* (Cth), or a bank constituted under the law of a State.

27. DEVELOPMENT CONTROLS AND MANAGEMENT ARRANGEMENTS

27.1 Following the recording of the **first CMS** we may cause the **body corporate** to do any or all of the following:

(a) hold its first general meeting and appoint a chairperson, secretary and treasurer at that meeting;

(b) consent to the amalgamation or subdivision of **lots** in the **scheme**;

(c) engage a body corporate manager for the **scheme** and enter into an agreement with any person on terms the same as or similar to the proposed administration agreement in the **disclosure statement**;

(d) engage a service contractor and enter into a caretaking agreement with any person on terms the same as or similar to the proposed caretaking agreement in the **disclosure statement**;

(e) authorise a letting agent for the **scheme** and enter into a letting agreement with any person on terms the same as or similar to the proposed letting agreement in the **disclosure statement**;

(f) enter into an agreement with a supplier or manager of utility services to the **scheme** or **body corporate** including an agreement on terms the same or similar to the proposed agreement for the provision of utility services in the **disclosure statement**;

(g) enter into a deed in compliance with Section 116 of the **Act**;

(h) enter into a deed poll in favour of NBN Co Limited agreeing to abide by the terms of the proposed NBN Master Development Agreement in the **disclosure statement**;

(i) enter into an agreement with any person to administer the operation of any building management statement for the **development**;

(j) enter into an agreement with any person to carry out caretaking in relation to any building management statement for the **development**;

(k) enter into an arrangement to hire purchase and/or lease (or any similar type of arrangements) assets of the **body corporate**; and

(l) do anything else that we are permitted to cause the **body corporate** to do under the **contract**.

27.2 We are not obliged to do any of the things in clause 27.1, and if we do not, you cannot make any **objection.**

27.3 If the **body corporate** agrees to register, amend or extinguish any building management statement that affects the **lot** or the common property of the **scheme**, you agree that any certificate of title for the **lot** must be presented to the Department of Natural Resources and Mines to allow registration of the building management statement, the amendment to the building management statement or the extinguishment of the building management statement (as appropriate). For the valuable consideration provided by us under this **contract**, you covenant in our favour and also in favour of the **body corporate** that you will (or cause your mortgagee to) promptly deliver up any certificate of title for the **lot** to the Department of Natural Resources and Mines for cancellation to allow registration of an amendment to the building management statement. This clause survives settlement of the **contract.**

27.4 We may sell the rights to be the caretaker and/or letting agent of the **scheme** and we may receive money or other consideration in return. Subject to the **Act**, the **body corporate** will not receive or be entitled to any of the money or other consideration we receive upon the sale of such rights. You will not make any **objection** as a result of this and you agree to release us from any claim (including a claim by the **body corporate**) as a result of this.

27.5 You agree that if the **body corporate** appoints a letting agent for the **scheme**, whether or not that letting agent is a related entity of us, the letting agent will establish its own conditions for any letting agreements between it and individual lot owners. If you wish to enter into a letting agreement with the letting agent, you agree that the letting agent may have various conditions which must be satisfied before it will enter into a letting agreement with you. Those conditions may include a requirement for you to acquire at your cost a specific furniture package or to have a particular standard of furniture in the **lot**.

27.6 You agree that the agreement for the provision of utility services referred to in clause 27.1(f) may impose a contingent liability on the **body corporate** to either replace, at its cost, certain utility equipment connected with the "water heating system" and "utilities metering system" referred to in the agreement or pay to the service contractor an amount for such equipment if the agreement is terminated and the **body corporate** elects to purchase such systems from the service contractor. The replacement value is unknown as it depends upon the replacement costs at the time of replacement. If the **body corporate** agrees to or is required to pay to the service contractor the amount referred to in the agreement, the maximum amount payable is the amount referred to in the agreement as the "installation value". You will not make any **objection** as a result of this contingent liability and you agree to release us from any claim (including a claim by the **body corporate**) as a result of this.

28. POWER OF ATTORNEY

28.1 From settlement of the **contract**, you irrevocably and for valuable consideration, give us and each of our directors a power of attorney to act for you as your attorney to do all things that you may do relating to all meetings of the **body corporate** or the committee of the **body corporate**, including the things specified in the power of attorney disclosure statement in the **disclosure statement** given to you before you entered into the **contract**.

28.2 To further our rights under clause 28.1, you must on or before the **settlement date** deliver to us the form of power of attorney contained in the **disclosure statement** signed by you. You authorise us or the attorney to date and/or complete any blank spaces (including inserting an attorney's name) in the power of attorney document.

28.3 Our appointment as your attorney will be for the maximum period allowed under the **Act**.

28.4 You authorise us to exercise the power of attorney in your place even if you attend a meeting or attempt to vote yourself.

28.5 While the power of attorney remains in force:

(a) you agree not to sell, transfer or assign the **lot** or assign your interest in the **contract** except to a purchaser, transferee or assignee who first covenants in our favour to observe this clause and grant us a power of attorney in accordance with this clause; and

(b) you agree to obtain a similar covenant from any subsequent purchaser or assignee in our favour to observe this clause.

28.6 While the power of attorney is in force you must not:

(a) revoke the power of attorney; or

(b) grant any other power of attorney to any other person or entity.

28.7 If we exercise our rights under clause 24 you agree that we can assign the power of attorney.

29. PROXY AND COMPANY NOMINEE

29.1 You must sign and deliver to us on or before the **settlement date** the **proxy form** contained in the **disclosure statement**.

29.2 We may exercise our rights as your proxy for voting on the following issues:

(a) engaging a person as a body corporate manager, service contractor or letting agent;

(b) authorising a service contractor or letting agent to occupy a part of the common property of the **scheme**; and

(c) consenting to the recording of a new **CMS** to include a by-law.

29.3 The proxy rights granted under this clause will be effective for the maximum period allowed under the **Act**. Our right to act as your proxy will be effective from settlement of the **contract**.

29.4 If you are a company, you must appoint a company nominee upon settlement of the **contract**. You must ensure your nominee signs and completes the **proxy form** in our favour and delivers it to us immediately. We may use the power of attorney granted by you under clause 28 to notify the **body corporate** of the appointment of the nominee.

29.5 You authorise us to date, complete any blank spaces and appoint a named individual in the **proxy form** prior to or after you sign the **proxy form**.

29.6 While the proxy remains in force:

(a) you agree not to sell, transfer or assign the **lot** or assign your interest in the **contract** except to a purchaser, transferee or assignee who first covenants in our favour to observe this clause and grant us a proxy in accordance with this clause; and

(b) you agree to obtain a similar covenant from any subsequent purchaser or assignee in our favour to observe this clause.

29.7 Failure to provide the proxy as required under this clause 29 is a default by you under the **contract** and you indemnify us against any loss or damage which we sustain due to your failure.

29.8 While the proxy is in force in favour of us or our nominee you must not:

(a) exercise a vote on a matter which the proxy seeks to vote on;

(b) revoke the proxy; or

(c) grant any other proxy to any other person or entity.

29.9 If we exercise our rights under clause 24 you agree that we can assign the right to act as your proxy.

30. APPROVALS AND CONDITIONS

30.1 In consideration of us investigating the feasibility of the **development** (or any part of it) and/or entering into the implementation of the **development** (or any part of it), or creating the **development** (or any part of it) and/or expending time and effort and/or other resources in connection with the proposed **development** (or any part of it) and/or with the **development** (or any part of it) you agree that we may end the **contract** before **plan registration** by written notice to you if:

(a) any **approval** is not given, or is withdrawn, changed, suspended or declared invalid;

(b) any **approval** is subject to a condition that we are:

(i) unable to comply with; or

(ii) are unwilling to comply with, or are dissatisfied with because, in our opinion, complying with the condition may prevent or hinder or delay the profitable completion and/or disposal of the **development** or any part of it;

(c) we form the opinion that **plan registration** will not be achieved by the **sunset date**; or

(d) being a natural person, you die.

30.2 Clause 30.1 is for our exclusive benefit and we may waive the benefit of it (in whole or part) by written notice to you.

31. ENTIRE AGREEMENT

31.1 The **contract** sets out the entire agreement between you and us, and supersedes all prior negotiations.

31.2 You warrant that you have not relied on any statement made by us (other than one contained in the **contract**), nor any real estate agent or other consultant appointed by us, and that you have signed the **contract** after making your own investigations and enquiries. You agree that you do not have any right to make any **objection** on the ground of any such alleged statement.

31.3 In particular, you warrant that you have not relied on any artist's impression, model, display unit, plans, sketches, specifications or sales aid of any description (other than as contained in the **contract**) and you agree that you do not have any right to make any **objection** on the ground of any such alleged reliance.

31.4 You agree that no real estate agent or other consultant appointed by us has authority to change or waive any term of the **contract**, except our solicitors.

31.5 You warrant to us that your solicitor or agent has your authority to make changes to the **contract** on your behalf.

31.6 You agree that amendments to the **contract** are enforceable against us only if they are made to the Sale Details, Sale Conditions or set out in Schedule 6 and have been initialled by us or accepted by us through notice in writing from our solicitors.

31.7 If anything in the **contract** is:

(a) unenforceable, illegal or void; or

(b) makes the **contract** unenforceable illegal or void;

then it is severed and the rest of the **contract** remains in force (unless to do so would change the underlying principal commercial purposes of the **contract**).

31.8 If it is held by a court that part of the **contract** is:

(a) void, voidable, illegal or unenforceable; or

(b) makes the **contract** void, voidable, illegal or unenforceable;

that part will be severed from this **contract**.

32. DISPLAY UNITS AND SIGNS

32.1 You must not make any objection against our efforts to sell and/or lease lots in the **development**, either before or after the **settlement date**.

32.2 In particular, we may:

(a) establish and maintain display units;

(b) display signs;

(c) use the common property of the **scheme**; and

(d) have uninterrupted access to the **development** between 9.00 am and 5.00 pm on each day.

32.3 In exercising our rights under this clause, we must at all times give reasonable consideration to your convenience and comfort.

33. STATEMENTS REQUIRED BY LAW

33.1 You warrant that, before you signed the **contract**:

(a) if **plan registration** had not occurred when you signed the **contract**, you received a completed and signed statement under section 213 of the **Act** (or its equivalent);

(b) if **plan registration** had occurred when you signed the **contract, y**ou received a completed and signed statement under Section 206 of the **Act (or** its equivalent);

(c) you received a Power of Attorney Disclosure Statement as required under the **Act**; and

(d) you received and had the opportunity to read a Product Disclosure Statement given to you in compliance with the *Corporations Act 2001* (Cth) and Australian Securities and Investment Commission Policy Statement 140 (or its replacement or equivalent).

33.2 You agree that we relied upon the representations and warranties made in clause 33.1 in deciding to enter into the **contract**. If any of these warranties are incorrect, we may suffer damage or loss and may exercise our rights under clause 15 on the basis that a breach of any of the warranties in clause 33.1 is a breach by you of the **contract**.

34. NOT SUBJECT TO FINANCE

34.1 The **contract** is not conditional upon you obtaining loan approval or finance to settle the **contract**.

34.2 You agree that no representation about finance was made to you by us or our agent.

35. CAVEAT AND SETTLEMENT NOTICE

35.1 You:

(a) must not lodge a caveat affecting the **land** (or any part of it) or the **lot**; and

(b) you must ensure that your financier or any other person on your behalf complies with this clause 35.1.

35.2 You:

(a) must not lodge a settlement notice under the *Land Title Act 1994* (Qld) over the **lot** until after we give you notice of **plan registration** under clause 10.1; and

(b) must not lodge a settlement notice over any other part of the **land** (other than the **lot**); and

(c) must ensure your financier or any other person acting on your behalf complies with this clause 35.2.

36. INSTALMENT CONTRACT

36.1 If the **contract** is or becomes an instalment contract as referred to in section 71 of the *Property Law Act 1974* (Qld), then you consent to us:

(a) granting a mortgage or charge over the **land** or the **lot**; and

(b) selling the **land** or the relevant parcel under clause 24.

37. F.I.R.B. REQUIREMENTS

37.1 If you have indicated in **item 5** that you are not a foreign person, or there is no indication in **item 5**, you warrant that you are not a "foreign person" within the meaning of the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

37.2 If we have obtained approval for the sale of units in the development to foreign persons, a copy of that approval is contained in Schedule 5 and clause 37.3 does not apply.

37.3 If we have not obtained approval for the sale of units in the development to foreign persons and if you have indicated in **item 5** that you are a foreign person, (and in fact you are a "foreign person" within the meaning of the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth)) then:

(a) this **contract** is conditional upon you obtaining confirmation in writing from the Foreign Investment Review Board ("**FIRB"**) that the Commonwealth Treasurer ("the Treasurer") has no objection to you acquiring the **lot** on or before the date that is 60 days after the **contract date** or 7 days before the **settlement date** (whichever is the earlier) ("FIRB Approval Date") failing which either party may terminate this **contract** by written notice to the other in which case this **contract** will be at an end, the **deposit** refunded and neither party will have any claim against the other apart from any rights either of the parties will have against the other as a result of any breach of this **contract**;

(b) you must make a complete application in the approved form as soon as reasonably practicable (but in any event within 3 days of the **contract date**) and give us a copy of the application if we ask for it and use your best endeavours to obtain confirmation in writing that the Treasurer has no objection to you acquiring the **lot** and you must advise us or our solicitors in writing within 2 days of the FIRB Approval Date of the decision of the Foreign Investment Review Board in respect of your application failing which we may terminate this **contract** by written notice to you in which case this **contract** will be at an end, the **deposit** refunded and neither party will have any claim against the other apart from any rights either of the parties will have against the other as a result of any breach of this **contract**; and

(c) you must give us a copy of any correspondence you send to or receive from the FIRB if we ask for it.

37.4 Within 14 days after the **contract date** (whether or not you are a foreign person) you must give us written notice of:

(a) your full name and address, and whether you are a foreign person;

(b) if you are a company, the full names and addresses of each director and shareholder, and whether they are foreign persons; and

(c) if you are a trustee, the full names and addresses of each principal beneficiary of the trust, and whether they are foreign persons,

and you consent to us giving this information to the Commonwealth Treasury Department.

37.5 If any of the details referred to in clause 37.3 change, you must give us written notice of the change within 14 days.

37.6 You indemnify us against any claim made against us due to your breach of this clause, or due to any incorrect details given by you.

38. SERVICE OF NOTICES

38.1 A notice required or permitted by the **contract** must be in writing.

38.2 We may serve a notice on you or a **guarantor** by:

(a) giving it to the party personally;

(b) posting, delivering or faxing it to the address or facsimile number of the party shown in the Sale Details; or

(c) posting, delivering or faxing it to the party's solicitors.

38.3 You may serve a notice on us by posting, delivering or faxing it to our solicitors.

38.4 A notice must be treated as received:

(a) if sent by post, unless there is evidence of earlier delivery, on the second **business day** after it was posted;

(b) if otherwise delivered, upon delivery; or

(c) if sent by facsimile, on production of a transmission report by the machine from which the fax was sent, indicating that the fax was successfully sent in its entirety but if a fax is sent on a day which is not a **business day** or after 5.00pm on a **business day**, it is deemed to have been received on the next **business day**.

38.5 A notice may be given by a party's solicitor and any notice or other written communications by a party's solicitors will be deemed as given with that party's authority.

38.6 A notice sent or delivered in a manner provided by this clause 38 must be treated as validly given to and received by the party to which it is addressed even if:

(a) the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or

(b) the notice is returned unclaimed.

39. EXCLUSIVE USE AREAS

39.1 If applicable, each exclusive use area described in **item 12** will attach to the **lot**. If an area of exclusive use is to attach to the **lot** by allocation, we agree to give the proper notices to the **body corporate** to give effect to the allocation on or before the **settlement date**. For the purposes of the **Act**, you agree to the allocation of the area of exclusive use common property to the **lot.**

39.2 Subject to any entitlement you have under the **Act**, you will make no **objection** to and will not be materially prejudiced by any change in the location of or any minor variation in the size or dimensions of any exclusive use area applicable to the **lot** or any other lot in the **development**.

39.3 You will make no **objection** if the **CMS** which contains the authorised allocation of the relevant area referred to in **item 12**, has not been recorded by the **settlement date**.

40. PROPOSED BUDGET

40.1 We have obtained an estimate of the costs of the management and administration of the **body corporate** for the first year after **plan registration**. The proposed budget contained in the **disclosure statement** is an estimate only. Other than in respect of rights you may have under the **Act**, you will make no **objection** where the actual expenditure differs from the proposed budget due to matters beyond our control such as (without limitation) increases in taxes or changes in law.

40.2 You will make no **objection** in relation to the budget if **plan registration** has occurred on or before the **contract date**.

41. QUEENSLAND LAW APPLIES

41.1 The **contract** is governed by Queensland law. You, we and the **guarantor** submit to the exclusive jurisdiction of the courts of Queensland.

42. SATURDAYS, SUNDAYS, PUBLIC HOLIDAYS

42.1 If anything to be done under the **contract** falls on a day which is not a **business day**, then it must be done on the next **business day**.

43. WE MAY SIGN BY ATTORNEY

43.1 You acknowledge that the **contract**, the **disclosure statement** and any documents to be signed by us under the **contract**, may be signed by an attorney appointed by us.

44. GUARANTOR

44.1 Each **guarantor**:

(a) confirms his request for us to enter into the **contract** with you;

(b) accepts all obligations specified in the **contract**;

(c) agrees to be bound as a party to the **contract**;

(d) guarantees to us that you will comply with the **contract**; and

(e) signs the **contract** as a deed.

44.2 The **guarantor** guarantees to us payment of all money and the performance of all obligations by you under the **contract**. The **guarantor** is liable to us if you breach the **contract**. The **guarantor** agrees to pay us any money for our loss and due to the breach as a liquidated debt.

44.3 The **guarantor** is liable:

(a) even if we do not sue you or do not enforce all of our rights against you, or we delay in doing so;

(b) even if the **contract** is varied;

(c) even after the **contract** is terminated - for any breach that occurred before the **contract** was terminated or arose out of the **contract** being terminated;

(d) even if a **guarantor** has not signed the **contract**;

(e) even if we have breached the **contract**;

(f) even after we have assigned our rights under the **contract**;

(g) even if you, being a company, are or become subject to any form of external administration referred to in the *Corporations Act* or enter into a compromise or arrangement with any of your creditors, or both;

(h) even if we have given a concession to you or to any other **guarantor** or to any other person;

(i) even if we enter into any agreement, composition or compromise relating to this **contract** between you and us or any other person;

(j) even if this **contract** is disclaimed following your insolvency; or

(k) even if we cannot enforce our rights against you under this **contract**.

44.4 If you die or become incompetent or insolvent, we have your authority to claim or prove on your behalf for all money owed, owing, or contingently owed or owing under the **contract** or guarantee contained in the **contract**.

44.5 We may recover from the **guarantor** all our costs, including legal costs on a full indemnity basis in enforcing this guarantee and the **contract**.

44.6 The **guarantor** indemnifies us against any liability, loss and costs incurred by us resulting from your breach of the **contract**. The indemnity contained in this clause is independent of and in addition to the guarantee given under clauses 44.1 to 44.4.

44.7 If we exercise our rights of assignment under clause 24, we may also assign the benefit of all of the **guarantor's** obligations in this clause.

44.8 The **contract** is binding on you and us even if the **guarantor** does not sign the **contract**, but in that case we may end the **contract** by giving you written notice, at any time until the **guarantor** has signed the **contract**.

44.9 A **guarantor's** liability under this guarantee is not prejudiced, affected or discharged by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of your rights or those of a co-guarantor.

44.10 The **guarantor** is not entering into the **contract** as a result of any representation, promise or statement by us or anyone on our behalf that is not contained in this **contract** and clauses 31.2 and 31.3 apply with appropriate changes to the **guarantor**.

44.11 A **guarantor** who is a trustee is bound both personally and in their capacity as a trustee. A **guarantor** means and includes the **guarantor's** successors as trustee of the trust and any co-trustees. A trust means any trust of which the **guarantor** is trustee whether the existence of the trust is disclosed to us or not.

44.12 Each **guarantor** warrants to us that:

(a) it has full power and authority to enter into and perform its obligations under this **contract**;

(b) it has taken all necessary action to authorise the execution and delivery of this **contract** and the performance of its obligations in accordance with the terms of this **contract**; and

(c) this **contract** and the transactions under it do not contravene:

(i) any of its obligations or undertaking by which it or any of its assets are bound; or

(ii) if it is a corporation, its constitution or other constituent documents.

44.13 If a payment or performance of an obligation by the **guarantor** under the **contract** is void, voidable or otherwise unenforceable or refundable:

(a) we are entitled against the **guarantor** to all rights under the **contract** and any other document including any collateral security held by us from the **guarantor** that we would have had if the payment had not occurred or the obligation had not been performed, as the case may be; and

(b) the **guarantor** must do all things and sign such documents necessary or convenient to restore to us our rights under the **contract** or any other document including any collateral security held by us from the **guarantor** immediately before that payment or performance.

45. GST

45.1 You and we agree that the margin scheme will be applied to the taxable supply of real property made under this **contract**, unless we give you a notice prior to completion of this **contract** that we do not want the margin scheme to be applied.

45.2 We and you agree that:

(a) the **purchase price** is inclusive of **GST** but all other payments have been calculated without regard to **GST**;

(b) if the whole or any part of any payment other than the **purchase price** is the consideration for a taxable supply for which the payee is liable to **GST**, the payer must pay to the payee an additional amount equal to the **GST** amount, either concurrently with the payment or as otherwise agreed in writing between the payer and the payee;

(c) any reference to a cost or expense in this **contract** excludes any amount in respect of **GST** forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an input tax credit; and

(d) the payer will pay to the payee on demand any interest, penalties, fines or other charges to the extent that they arise from the payer's failure to make a payment when due under the **contract**.

45.3 This clause will not merge on settlement.

46. APPROVED SAFETY SWITCH

46.1 We give you notice that an approved safety switch for the general purpose socket outlet will be installed in the **lot** by the **settlement date**.

47. APPROVED SMOKE ALARM

47.1 We give you notice that a compliant smoke alarm will be installed in the **lot** by the **settlement date**.

48. LICENSING

48.1 You agree that a letting agent for the **scheme** may be authorised by the **body corporate** to hold a liquor licence in order to operate a licensed business as part of the conduct of the letting business.

48.2 By this **contract**, you consent to the use **of any l**ot or other property under the control of the letting agent and the common property of the **scheme** for the conduct of such licensed business.

48.3 You will not do anything which may cause the letting agent to be in breach of any liquor licence held by the letting agent.

48.4 You will do, and will ensure the doing of, all practical things that may be required by the letting agent to enable the letting agent to comply with the requirements of any liquor licence held by the letting agent for the conduct of the licensed business.

48.5 You will not object to an application for a liquor licence or any other licence or permit made in respect of any part of the **development** by the letting agent or any other person or entity.

49. TRUSTEE

49.1 If you are a trustee (whether or not that is disclosed in this **contract**) you are bound under this **contract** both personally and in your capacity as trustee.

49.2 You warrant to us that:

(a) you are the sole trustee under the relevant trust;

(b) you possess unqualified power under the trust to enter into this **contract** and to complete the purchase of the **lot**; and

(c) any consent, approval or resolution necessary to enable you to enter into and discharge your obligations under this **contract** has been obtained or passed.

49.3 You must not without our consent:

(a) do anything to prejudice or diminish any right of indemnity you have under the trust;

(b) allow the amendment, revocation, winding up or termination of the trust;

(c) resign or retire or do anything to allow the removal of you as the trustee of the trust;

(d) appoint a new or additional trustee of the trust; or

(e) accelerate the vesting date of the trust.

50. WARRANTIES BY YOU

50.1 You warrant to us that:

(a) you have full power and authority to enter into and perform your obligations under this **contract**;

(b) you have taken all necessary action to authorise the execution and delivery of this **contract** and the performance of your obligations in accordance with the terms of this **contract**; and

(c) this **contract** and the transactions under it do not contravene:

(i) any of your obligations or undertaking by which you or any of your assets are bound; or

(ii) if you are a corporation, your constitution or other constituent documents.

(d) you were not introduced to either us or the **lot** by any real estate agent except the agent (if any) named in **item 4**;

(e) you have obtained your own independent professional advice regarding the nature of the **lot** and its permitted uses and your rights and obligations under the **contract** prior to you entering into the **contract**; and

(f) you have relied entirely upon and are satisfied with your own independent investigations and enquiries about the **lot** and the **development** prior to entering into the **contract**.

50.2 You agree that we relied upon the representations and warranties made in clause 50.1 in deciding to enter into the **contract**. If any of the warranties made in clause 50.1 are incorrect, we may suffer damage or loss and may exercise our rights under clause 15 on the basis that a breach of any of the warranties in clause 50.1 is a breach by you of the **contract**.

51. PRIVACY

51.1 You agree and consent to:

(a) us collecting information in connection with this **contract** (including your name, address, telephone number, address of the property and purchase price) and storing that information on a data base maintained by us or our related entities;

(b) us or our related entities using the information collected to contact you in relation to the **development** or any other project we our related entities or the **operator** undertake or propose to undertake; and

(c) us or our related entities sharing the information collected with any person involved in connection with a project that we or our related entities are involved in (for example project partners, financiers, **construction funder**, management rights/hotel/resort operators, letting agents and furniture suppliers).

51.2 You will not make any **objection** to any of the matters referred to in this clause 51.

52. NO REPRESENTATIONS

52.1 You agree that you have not relied on any statement made by us or any real estate agent or other consultant appointed by us except those statements in this **contract**.

52.2 In particular, you warrant and agree that neither we or any real estate agent who acts as our agent has made any statement or representation to you in relation to:

(a) any potential capital growth of the **lot** or any other lot in the **development**; and/or

(b) any expected or projected return from the letting of the **lot** or any other lot in the **development** for residential purposes; and/or

(c) the potential for resale of the **lot** at a profit prior to completion of this **contract**.

52.3 You confirm to us that you have made your own enquiries in relation to the matters referred to in this special condition and you are satisfied with your own enquiries in that regard.

53. SPECIAL CONDITIONS

53.1 To the extent that there is any inconsistency between the special conditions in Schedule 6 and the Sale Conditions, the special conditions contained in Schedule 6 (if any) prevail.

54. FACSIMILE, EMAIL AND COUNTERPART SIGNING

54.1 This **contract** may be entered into by and become binding on the parties named in the **contract** upon one party signing the **contract** that has been signed by the other (or a photocopy, facsimile copy of scanned copy of the **contract**) and transmitting a facsimile copy or scanned copy by email to the other party or to the other party's agent or solicitor.

54.2 The **contract** may be executed by the parties in counterparts (including by signing a facsimile copy, photocopy or scanned copy) and the counterparts taken together shall be binding and constitute the one document.

55. COLOUR SELECTION

55.1 If at the Contract Date construction of the **development** has not commenced, you are entitled to select a colour scheme and certain finishes for the **lot** by nominating the colour scheme you select in Item 13 of the Sale Details, on or before the Contract Date.

55.2 We may at our discretion and without waiving any of our other rights, allow you to give notice to us by a later date. If you have not given notice by the Contract Date (or any later date allowed by us) we may select a colour scheme and finishes at our discretion and you cannot make a claim or object.

55.3 Your right to select a colour scheme and finishes shall always be subject to that colour scheme and finishes being available from our contractors and suppliers.

55.4 If at the Contract Date construction of the **development** has commenced, despite anything to the contrary in the **contract**, you are not entitled to select a colour scheme and certain finishes for the **lot**.

55.5 You acknowledge that:

(a) the finishes proposed for use in the **lot** may include natural materials such as granite, marble and reconstituted stone products;

(b) natural materials may display characteristics which vary from the samples shown on the display colour board due to the intricate nature of such naturally occurring materials;

(c) minor variations in location and quantities of certain items may occur following detailed architectural design;

(d) your choice of a colour selection is subject to our continuing right to substitute any specified inclusions with that of similar quality according to the terms of the Contract, which is expressly reserved by us.

55.6 You acknowledge that once notice of the colour selection is given, you cannot change the selections without agreement from us.

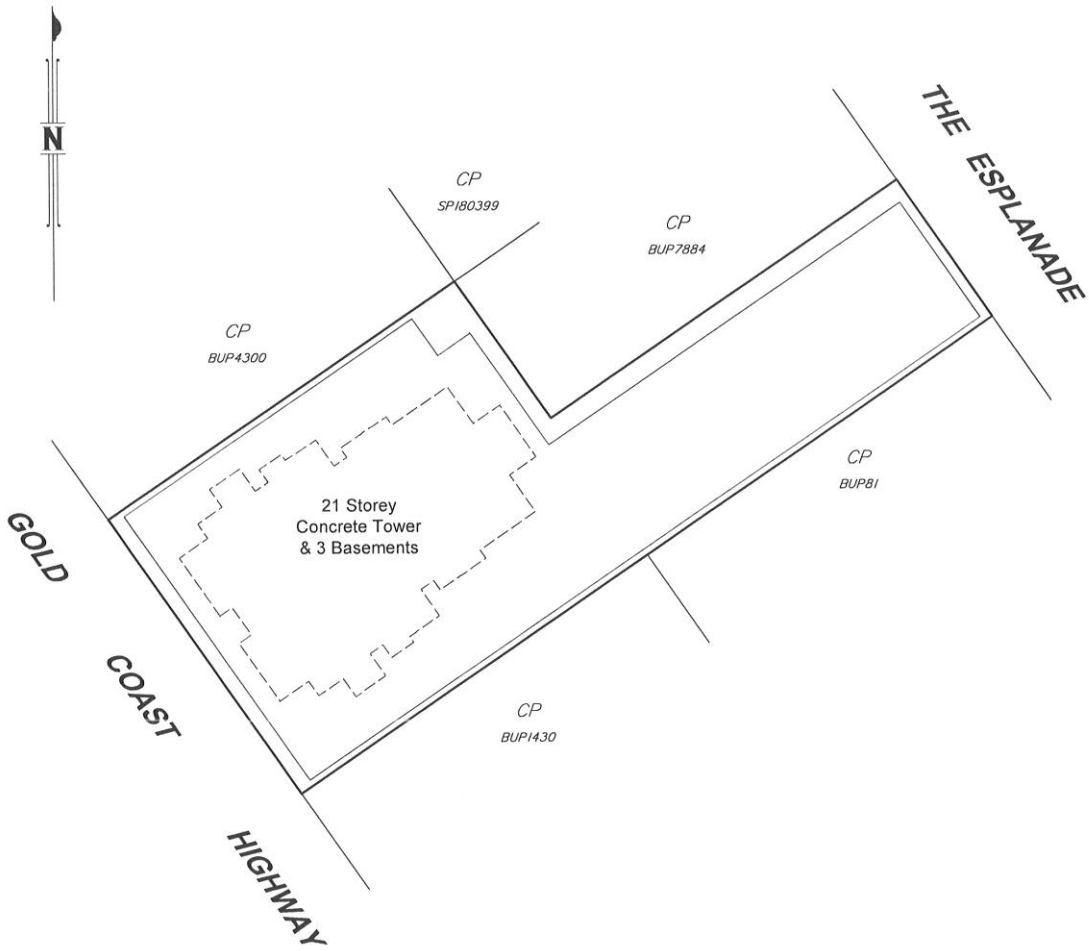
Schedule 1

Draft Building Format Plan
(Drawn to Scale at A3 size)
Areas shown as 'Courtyard' or 'Balcony'
on the Draft Building Format Plan are outside the building

Land Title Act 1994 ; Land Act 1994
Form 21 Version 3

SURVEY PLAN

Sheet 1 of 14



Prepared by: B.B.H. Pty. Ltd.
Cadastral Surveyor, trading as:
BENNETT + BENNETT
Surveyors + Planners
Experience, Resources... Results

Scale 1:500

0m 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75
0 50 mm 100 mm 150 mm

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NOTE!
This is a disclosure plan (building format) and the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot areas may vary by up to 5.0%. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Disclosure Plan of Lots 1–128 & Common Property

Cancelling Lot 1 on SP278150, Lot 1 on SP278151, Lot 1 on SP278152, Lot 1 on SP278153

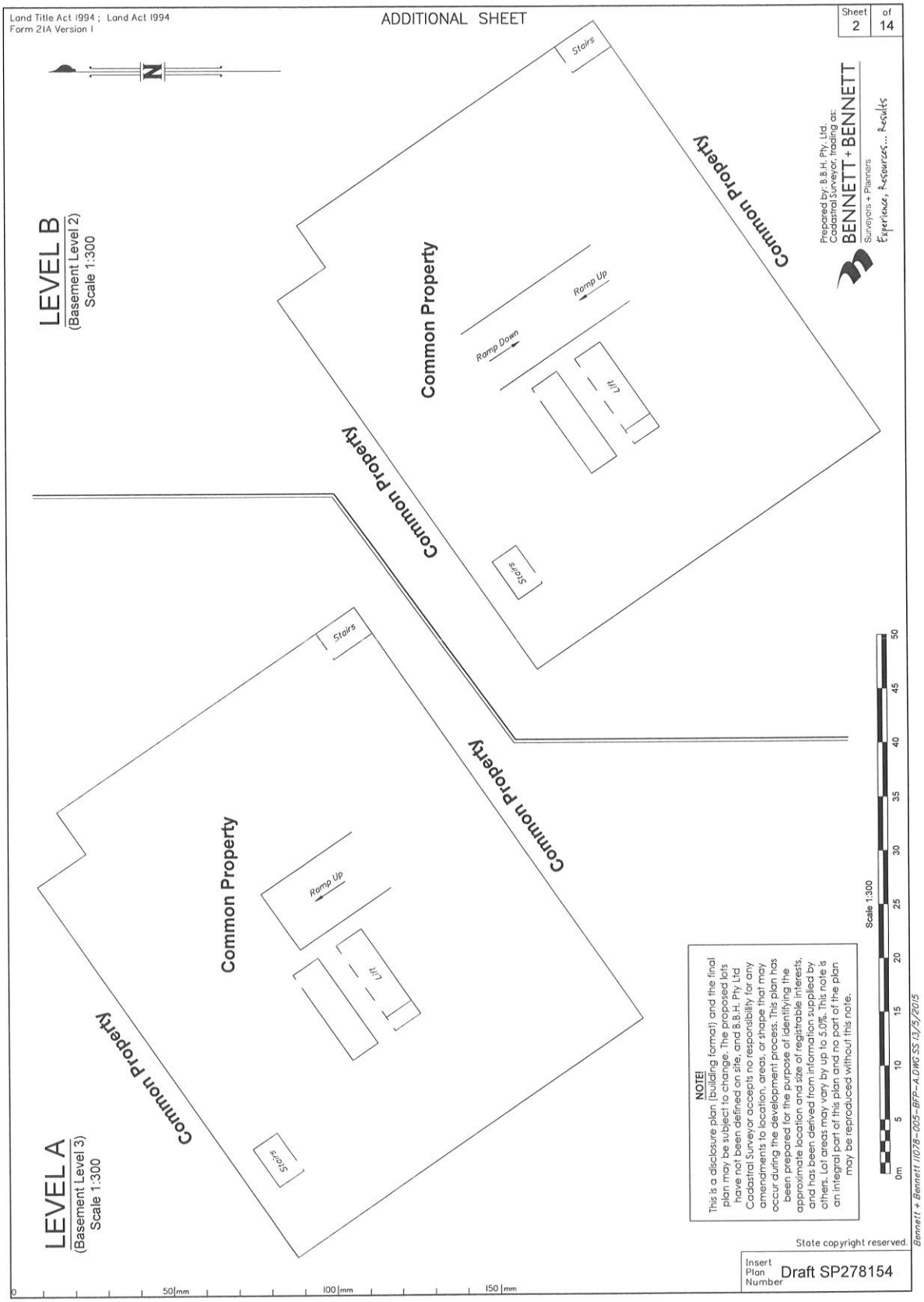
LOCAL GOVERNMENT: **GOLD COAST CITY COUNCIL**
LOCALITY: **BURLEIGH HEADS**

Meridian: RP89038
Survey Records: No

Scale: 1:500
Format: BUILDING

Draft SP278154

Bennett + Bennett 11078-005-BFP-A.DWG SS 13/5/2015


Land Title Act 1994 ; Land Act 1994
Form 21A Version 1
ADDITIONAL SHEET
Sheet 2 of 14
LEVEL B
(Basement Level 2)
Scale 1:300
Common Property
Common Property
Common Property
Ramp Up
Ramp Down
Lift
Stairs
Stairs
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Cadastral Surveyor, trading as:
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Surveyors + Planners
Experience, Resources... Results
LEVEL A
(Basement Level 3)
Scale 1:300
Common Property
Common Property
Common Property
Ramp Up
Lift
Stairs
Stairs
NOTE!
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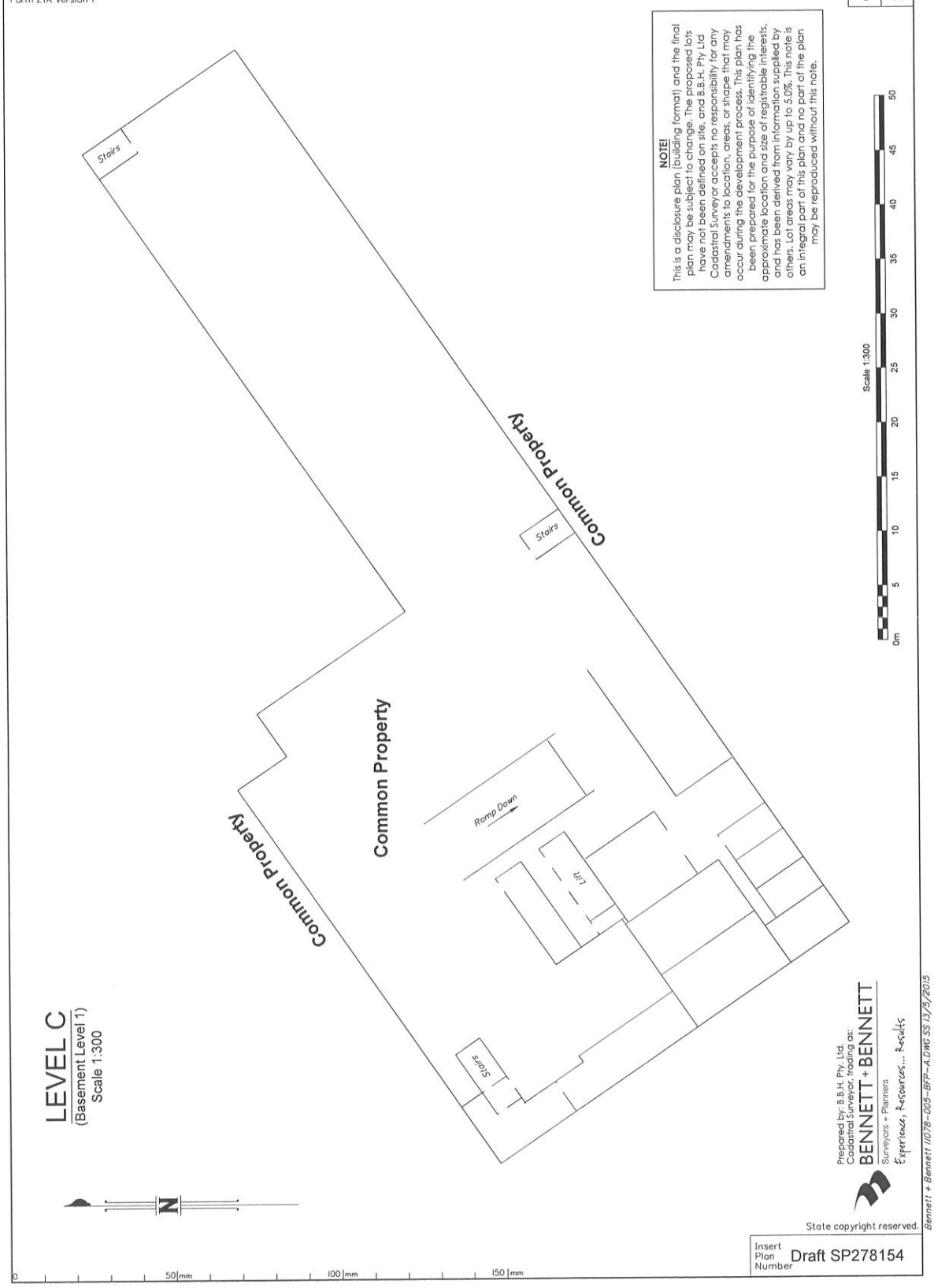
Scale 1:300
0m 5 10 15 20 25 30 35 40 45 50
State copyright reserved.
Insert Plan Number Draft SP278154
Bennett + Bennett 11078-005-BFP-A.DWG SS 13/5/2015
0 50mm 100mm 150mm

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 3 of 14



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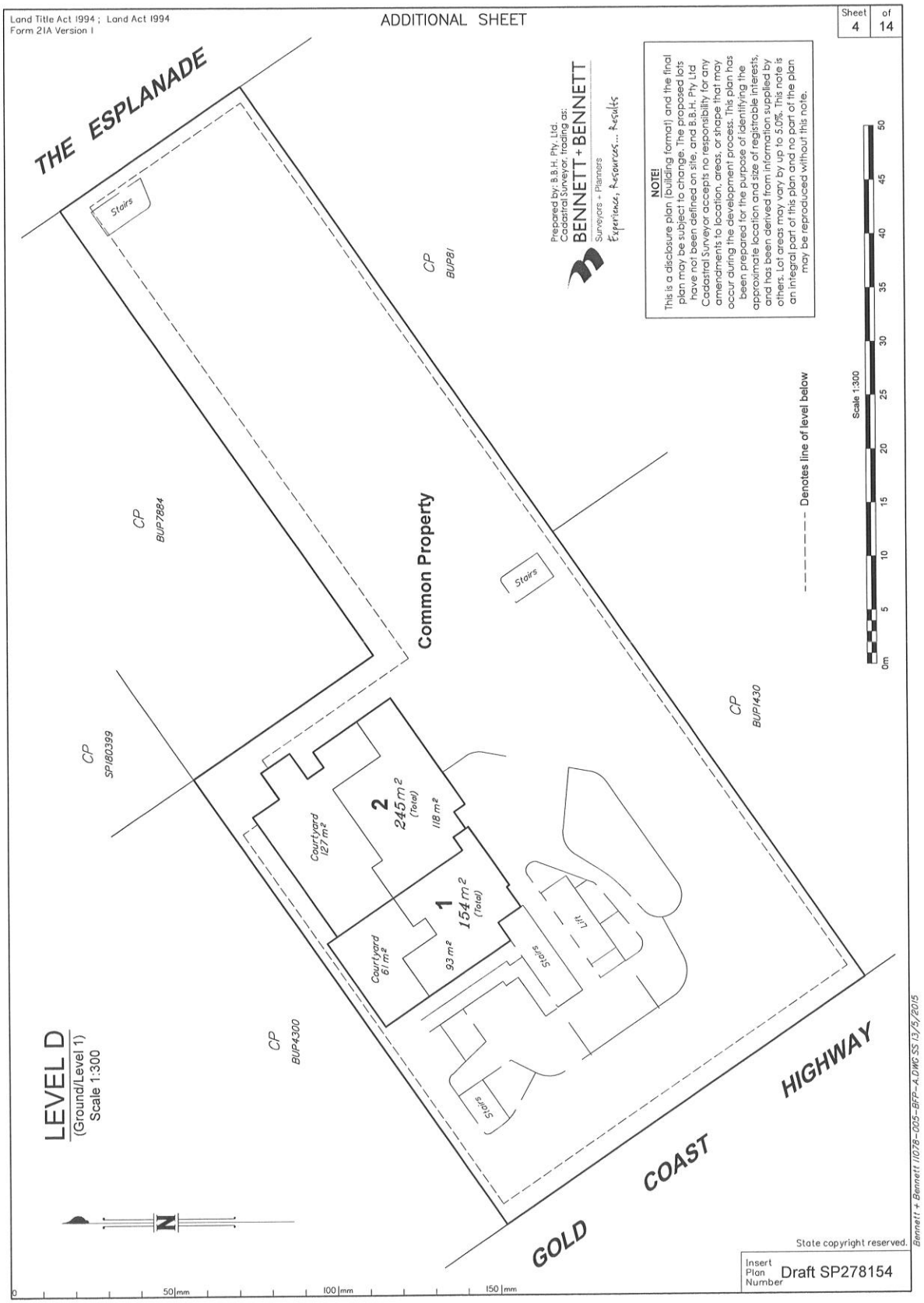
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1
ADDITIONAL SHEET
Sheet 4 of 14
THE ESPLANADE
Stairs
CP BUP81
Prepared by: B.B.H. Pty. Ltd.
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NOTE!
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Scale 1:300
0m 5 10 15 20 25 30 35 40 45 50
Denotes line of level below
CP BUP7884
Common Property
Stairs
CP SP180399
CP BUP1430
Courtyard 127 m²
2
245 m² (Total)
118 m²
1
154 m² (Total)
Courtyard 61 m²
93 m²
Stairs
Lift
Stairs
CP BUP4300
LEVEL D
(Ground/Level 1)
Scale 1:300
N
GOLD COAST HIGHWAY
0 50 mm 100 mm 150 mm
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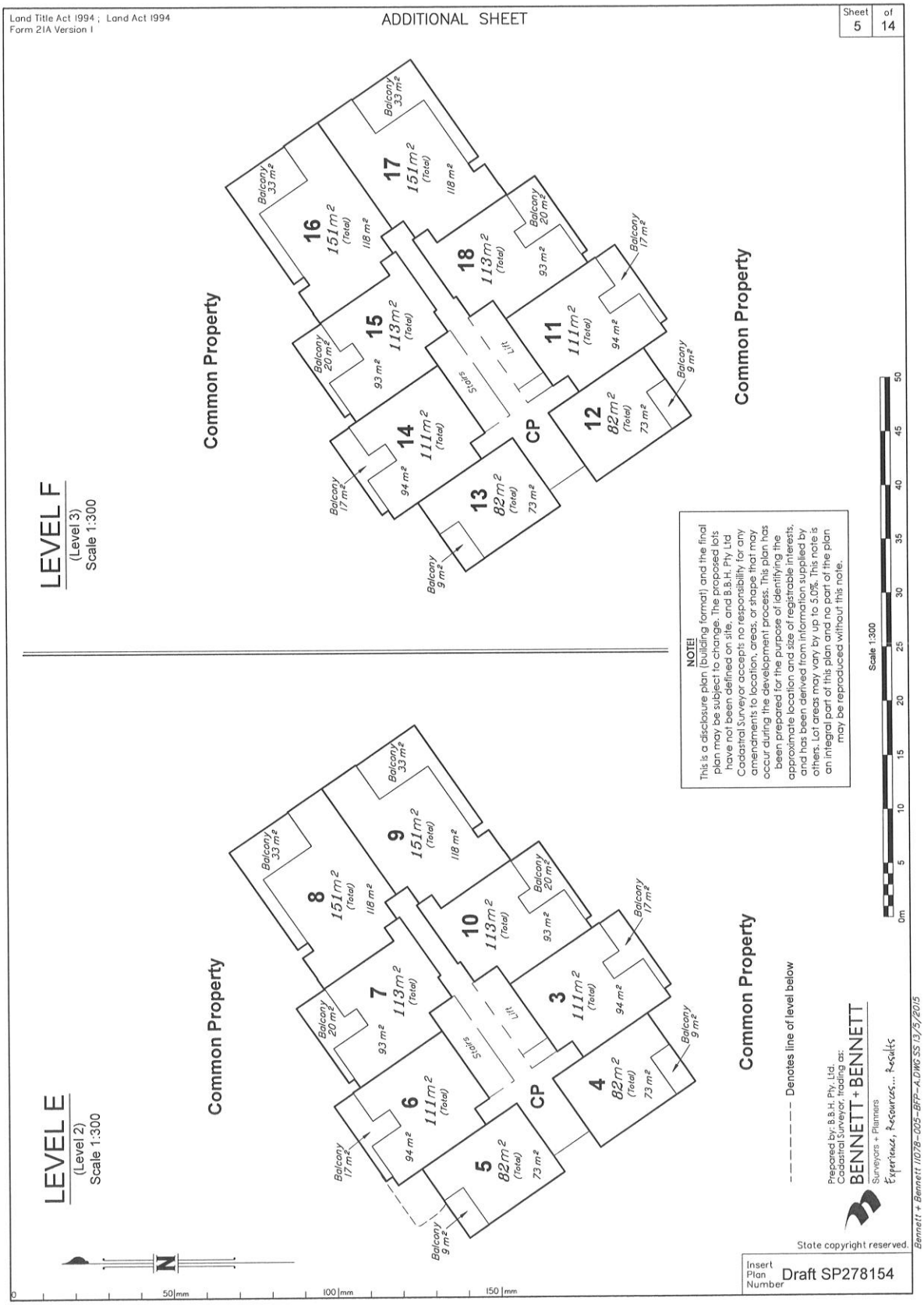
Insert Plan Number
Draft SP278154
Bennett + Bennett 11078-005-BFP-A.DWG SS 13/5/2015

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

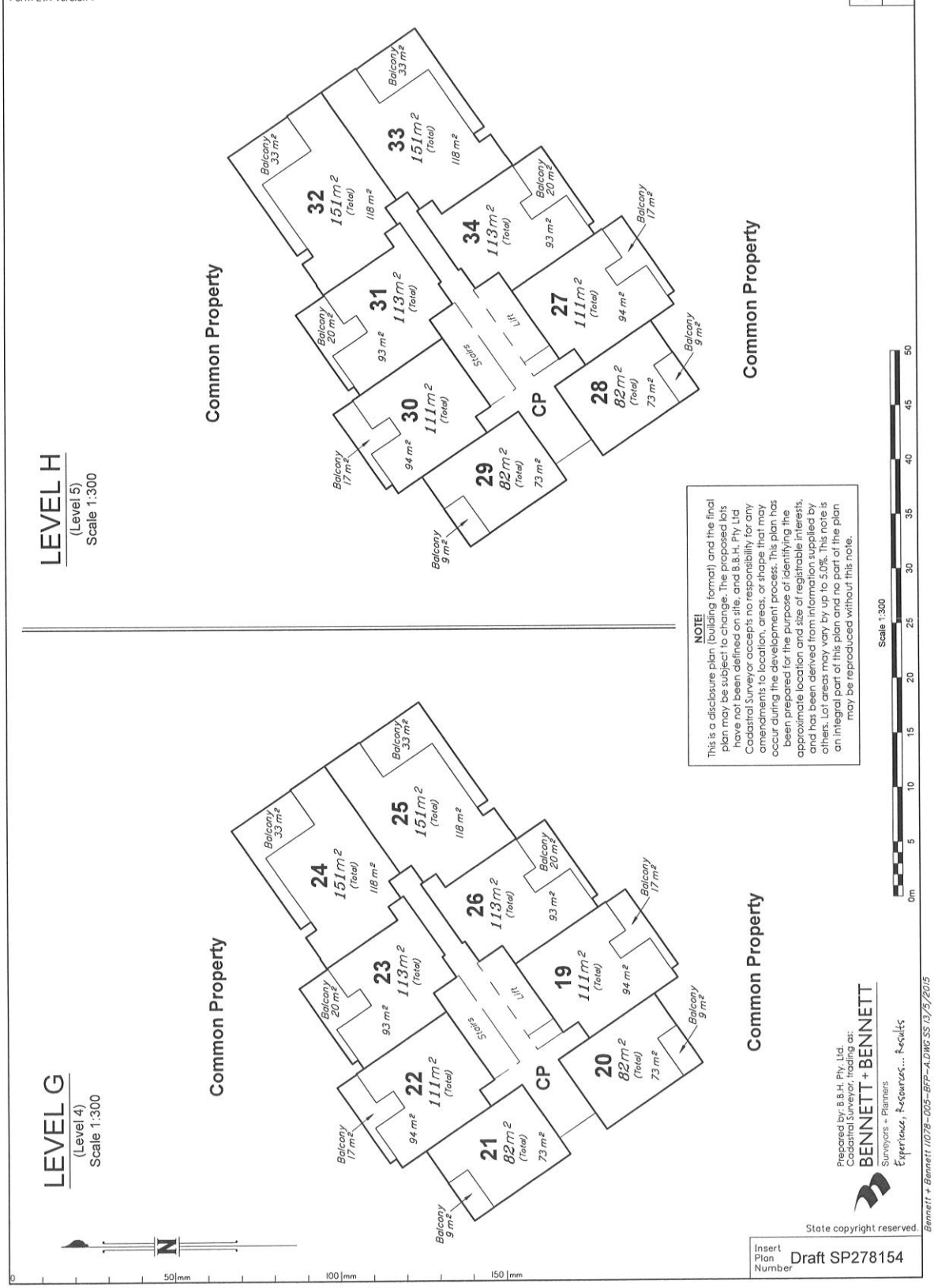
Sheet 5 of 14



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

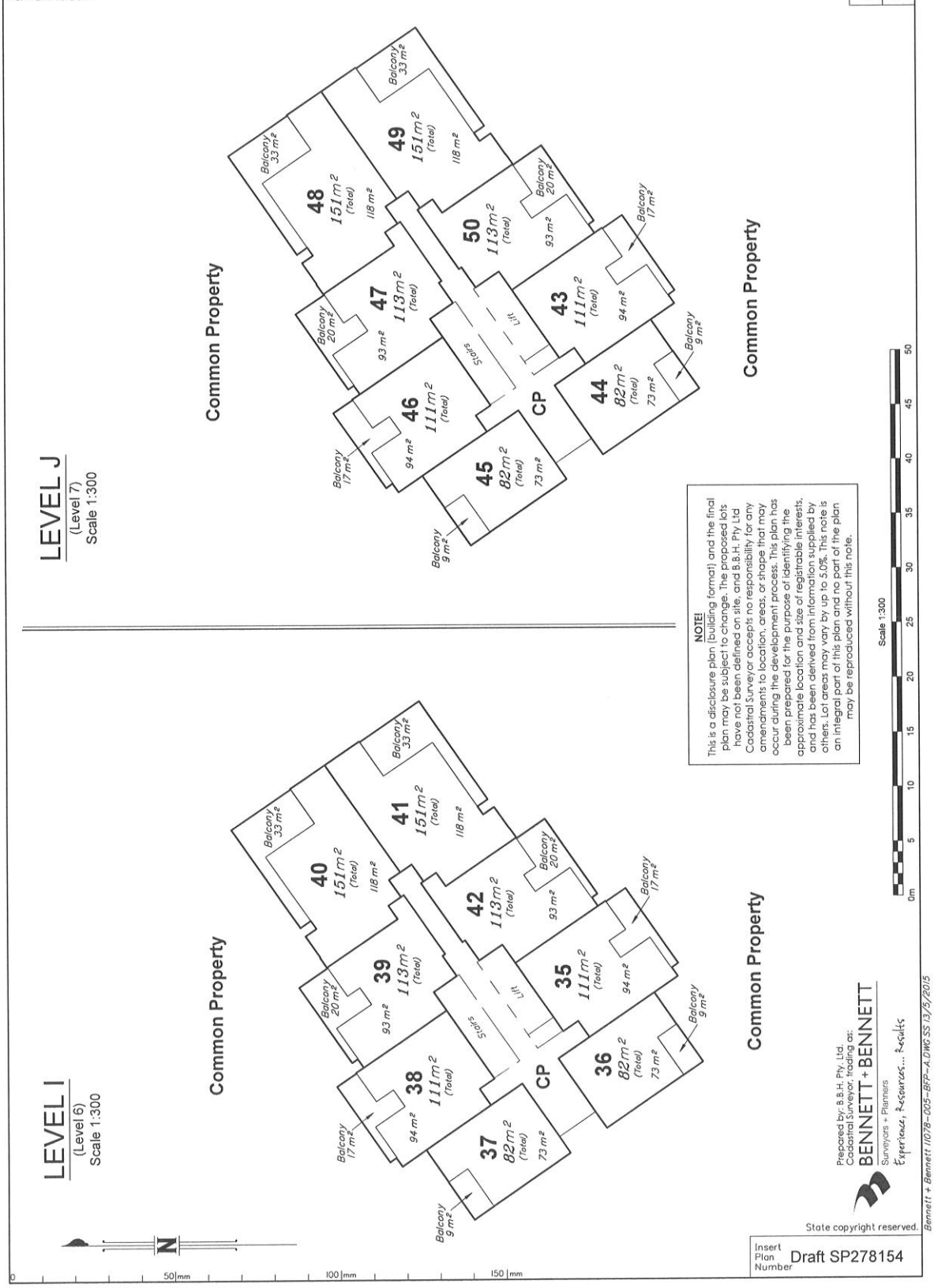
Sheet 6 of 14



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 7 of 14



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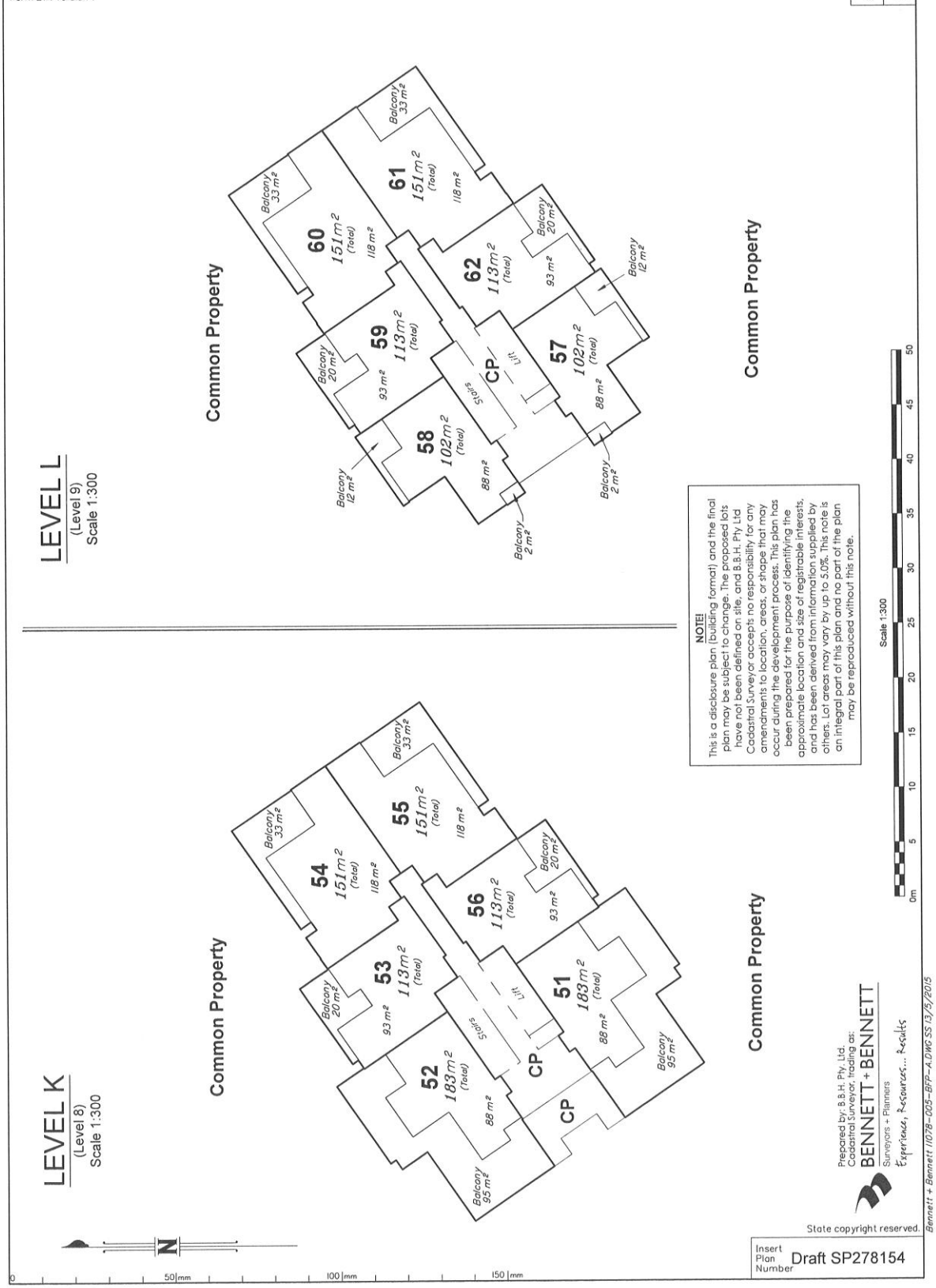
Insert Plan Number Draft SP278154

Bennett + Bennett 11078-005-BFP-A.DWG SS 13/5/2015

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

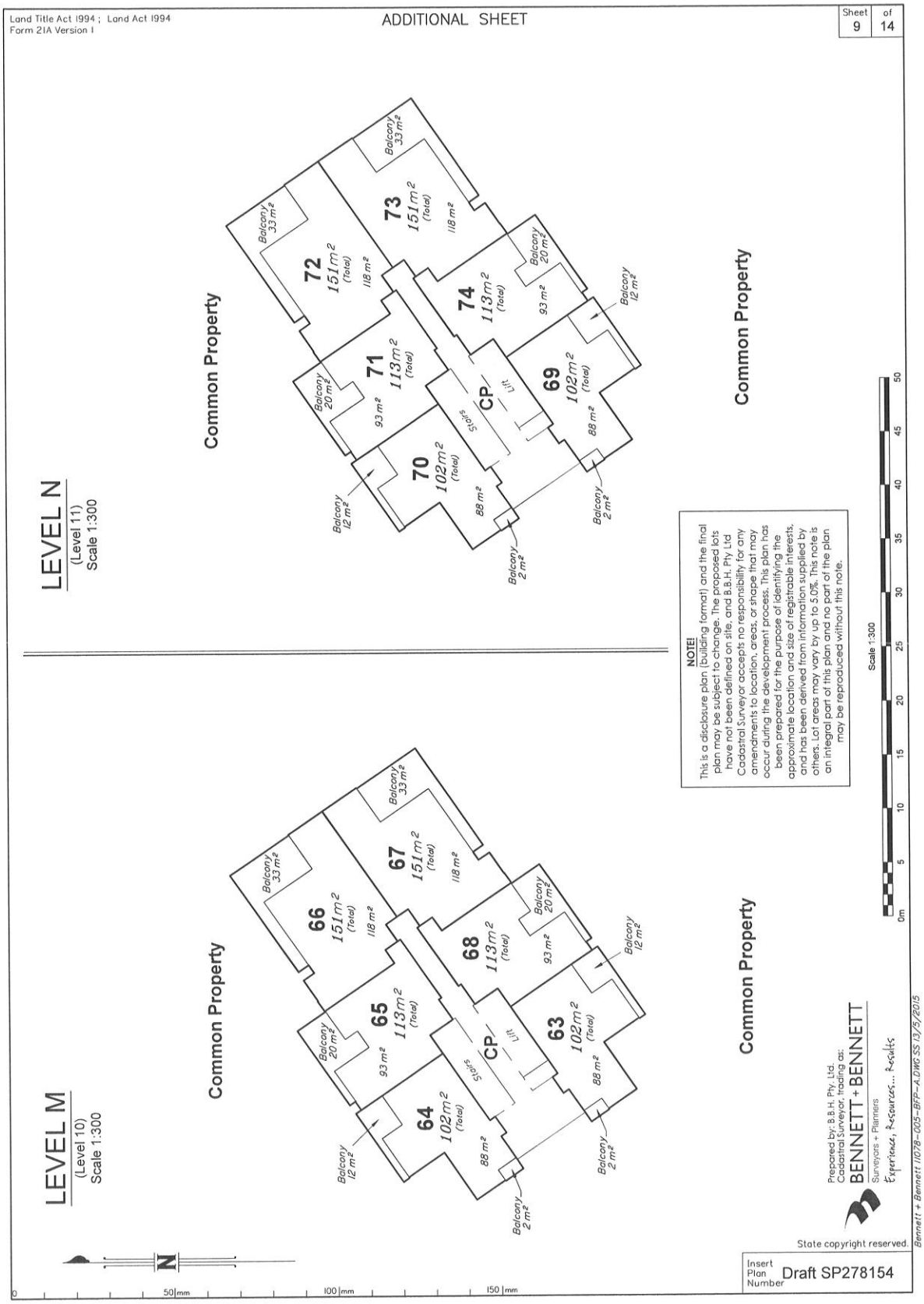
Sheet 8 of 14



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

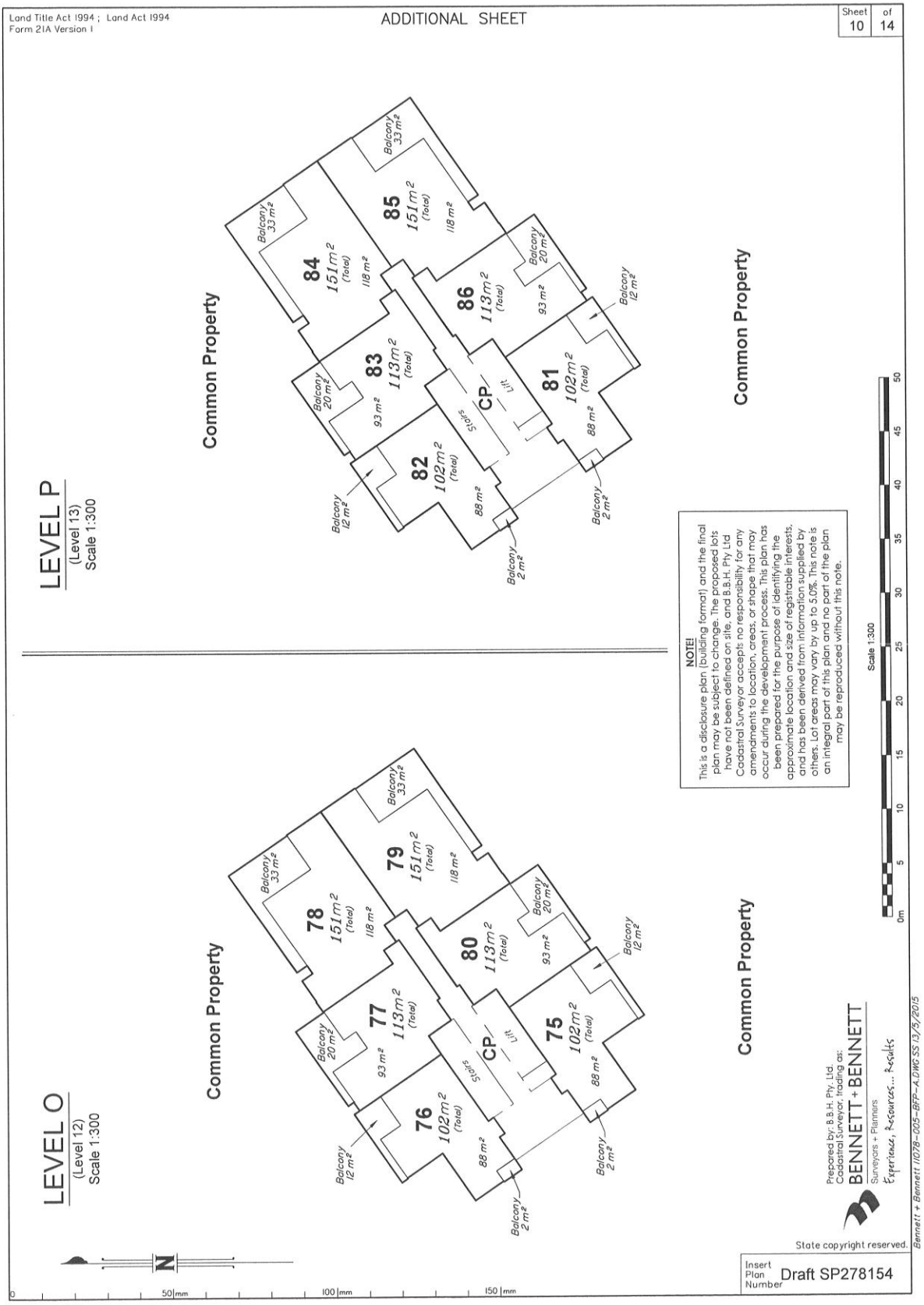
Sheet 9 of 14



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

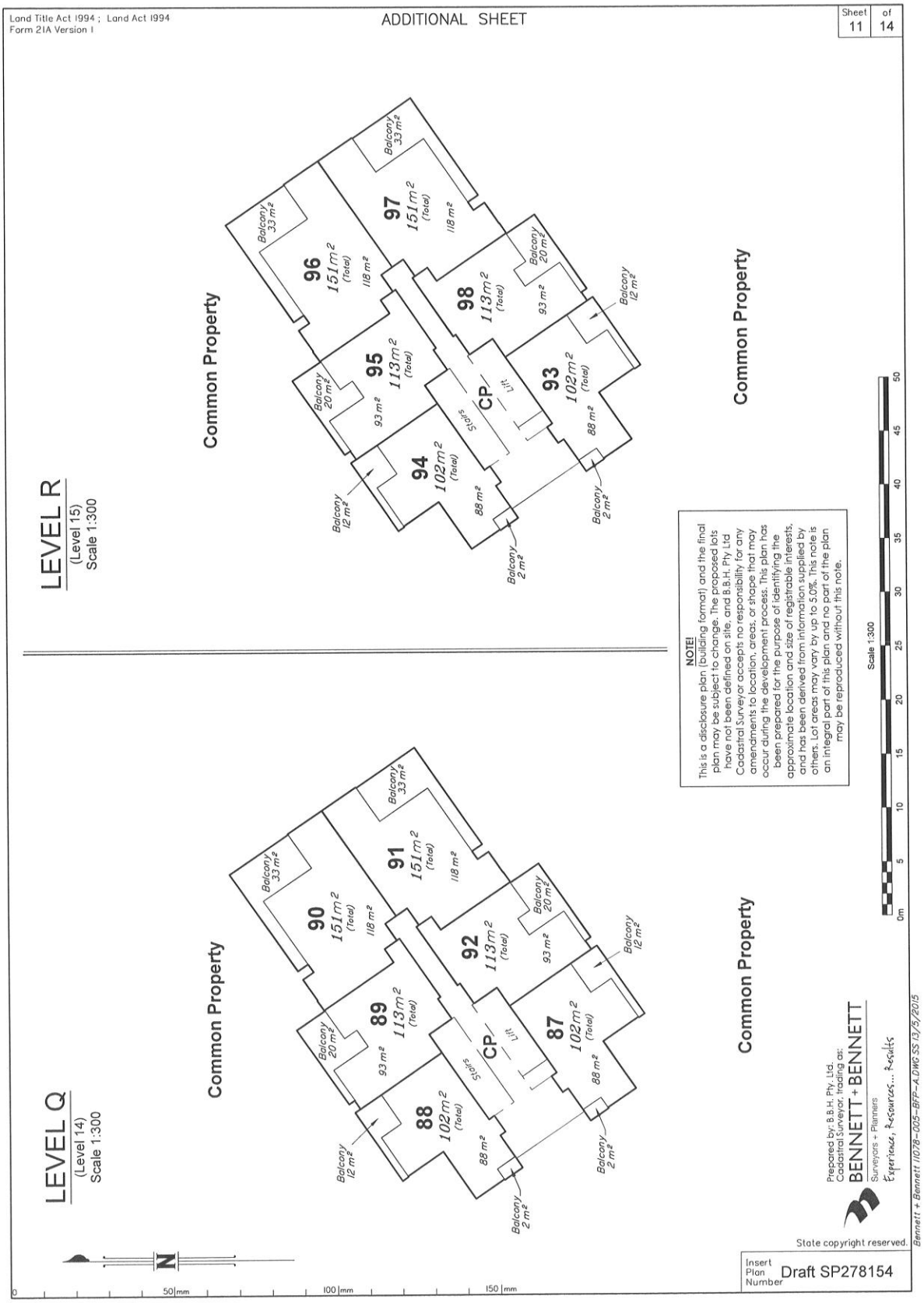
Sheet 10 of 14



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

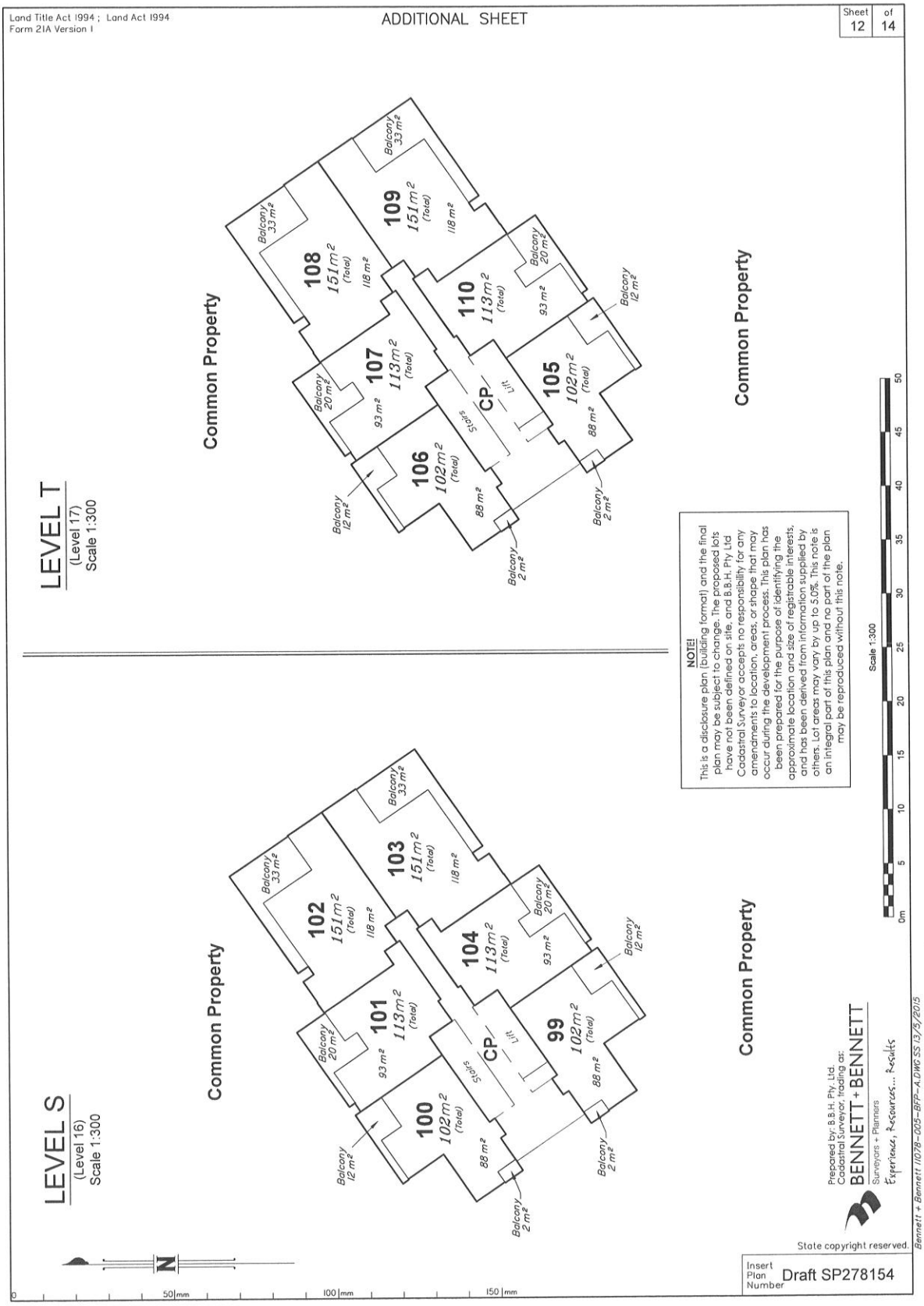
Sheet 11 of 14



Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

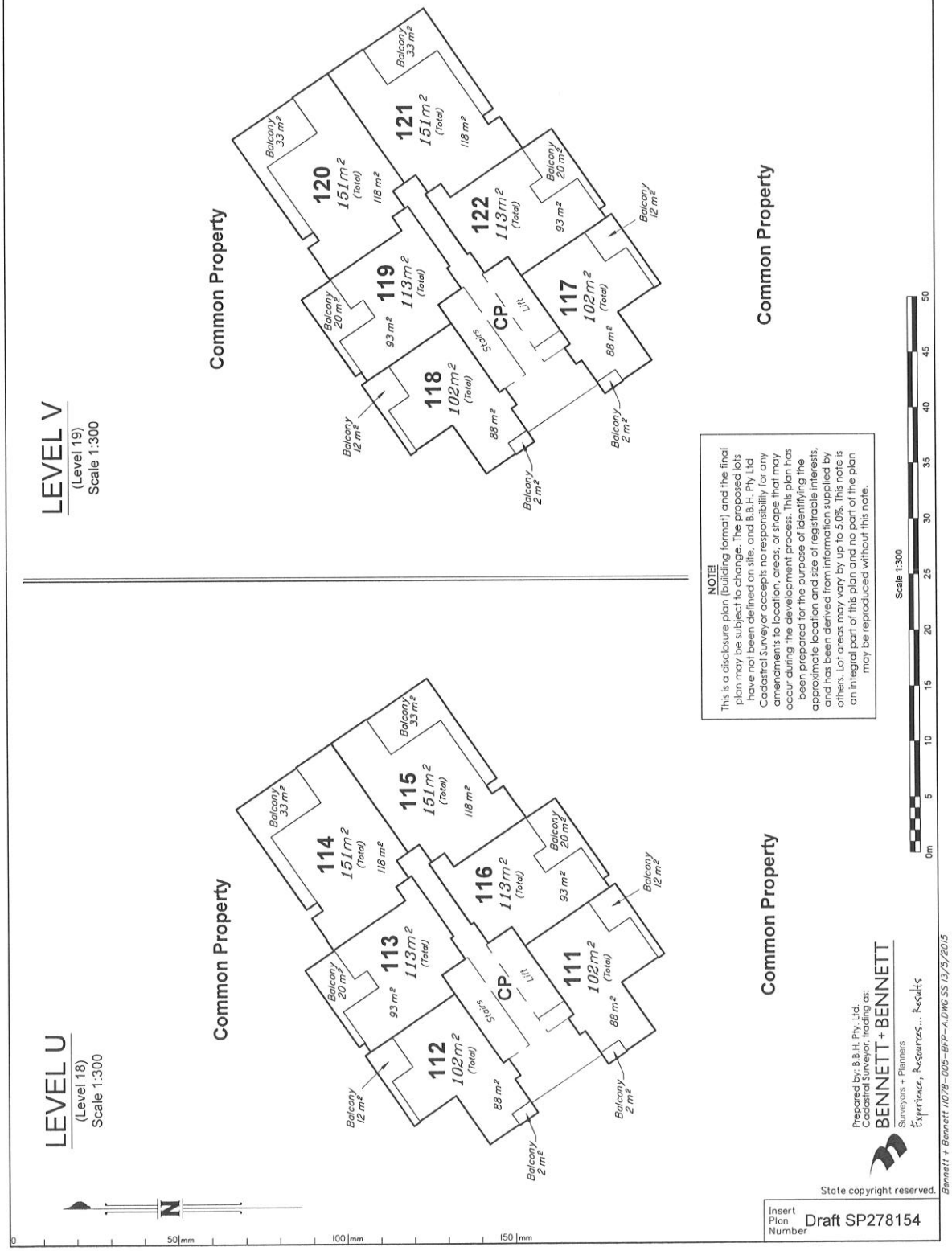
Sheet 12 of 14

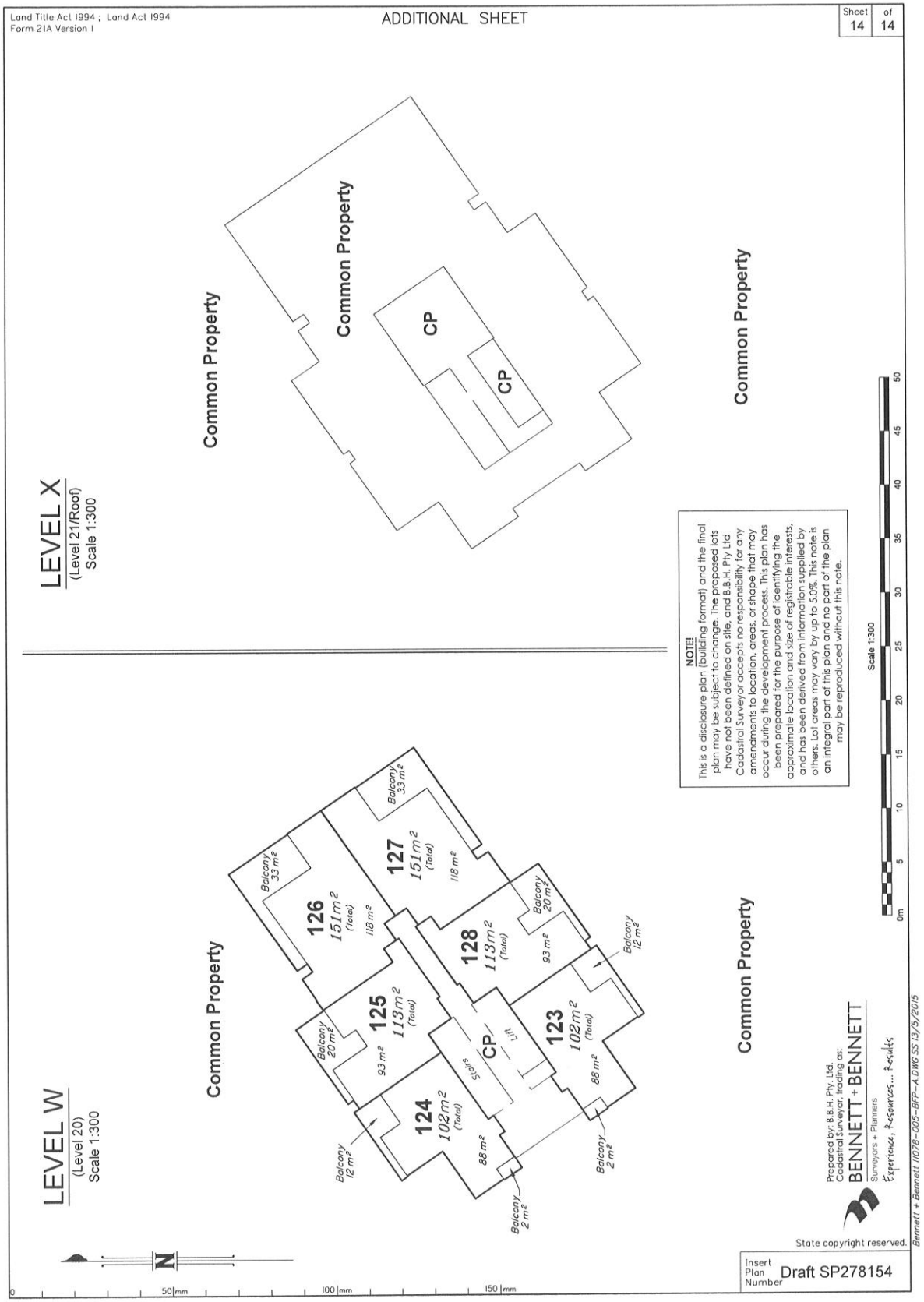


Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 13 of 14




Land Title Act 1994 ; Land Act 1994
Form 21A Version 1
ADDITIONAL SHEET
Sheet 14 of 14
LEVEL X
(Level 21/Roof)
Scale 1:300
Common Property
Common Property
CP
CP
Common Property
NOTE!
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Scale 1:300
0m 5 10 15 20 25 30 35 40 45 50
LEVEL W
(Level 20)
Scale 1:300
Common Property
126 151m2 (Total)
118 m2
Balcony 33 m2
127 151m2 (Total)
118 m2
Balcony 33 m2
125 113m2 (Total)
93 m2
Balcony 20 m2
128 113m2 (Total)
93 m2
Balcony 20 m2
124 102m2 (Total)
88 m2
Balcony 12 m2
Balcony 2 m2
CP
Stairs
Lift
123 102m2 (Total)
88 m2
Balcony 12 m2
Balcony 2 m2
Common Property
N
0 50 mm 100 mm 150 mm
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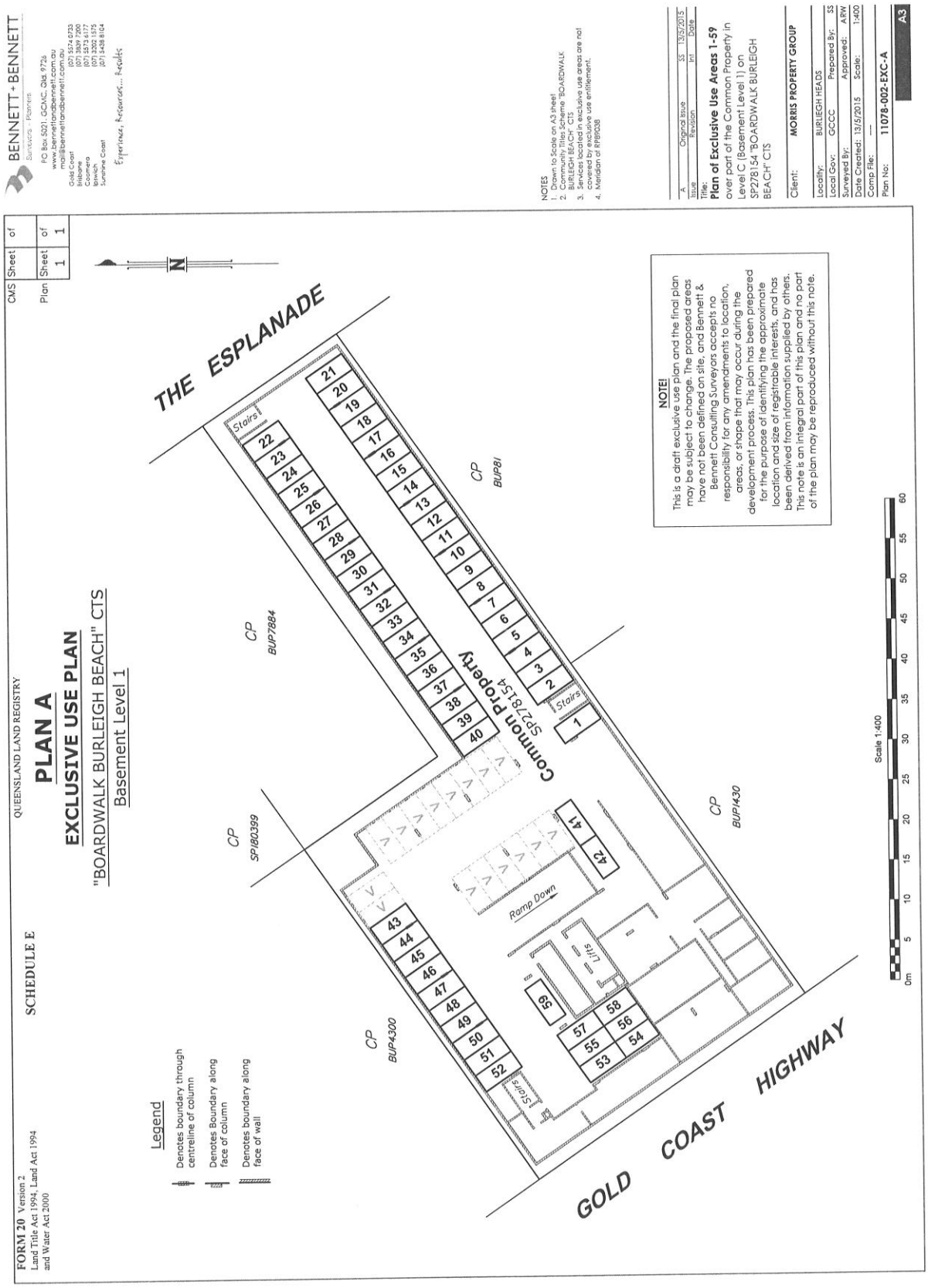
Schedule 2

Draft Exclusive Use Plans
(Drawn to Scale at A3 size)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Sunshine Coast (07) 5438 8104
Experience, Resources... Results
NOTES
1. Drawn to Scale on A3 Sheet
2. Common Title Scheme "BOARDWALK BURLEIGH BEACH" CTS
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of RP89038
A Original Issue SS 13/5/2015
Issue Revision Int Date
Title:
Plan of Exclusive Use Areas 1-59
over part of the Common Property in Level C (Basement Level 1) on SP278154 "BOARDWALK BURLEIGH BEACH" CTS
Client: MORRIS PROPERTY GROUP
Locality: BURLEIGH HEADS
Local Gov: GCCC Prepared By: SS
Surveyed By: Approved: ARW
Date Created: 13/5/2015 Scale: 1:400
Comp File: —
Plan No: 11078-002-EXC-A
A3
CMS Sheet of
Plan Sheet 1 of 1
QUEENSLAND LAND REGISTRY
PLAN A
EXCLUSIVE USE PLAN
"BOARDWALK BURLEIGH BEACH" CTS
Basement Level 1
SCHEDULE E
FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000
THE ESPLANADE
GOLD COAST HIGHWAY
CP BUP7884
CP SP180399
CP BUP4300
CP BUP81
CP BUP430
Common Property SP278154
Stairs
Ramp Down
Lifts
NOTE!
This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.
Legend
Denotes boundary through centreline of column
Denotes Boundary along face of column
Denotes boundary along face of wall
Scale 1:400
0m 5 10 15 20 25 30 35 40 45 50 55 60

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY

CMS	Sheet	of
Plan	Sheet 1	of 1

PLAN B

EXCLUSIVE USE PLAN

"BOARDWALK BURLEIGH BEACH" CTS

Basement Level 2

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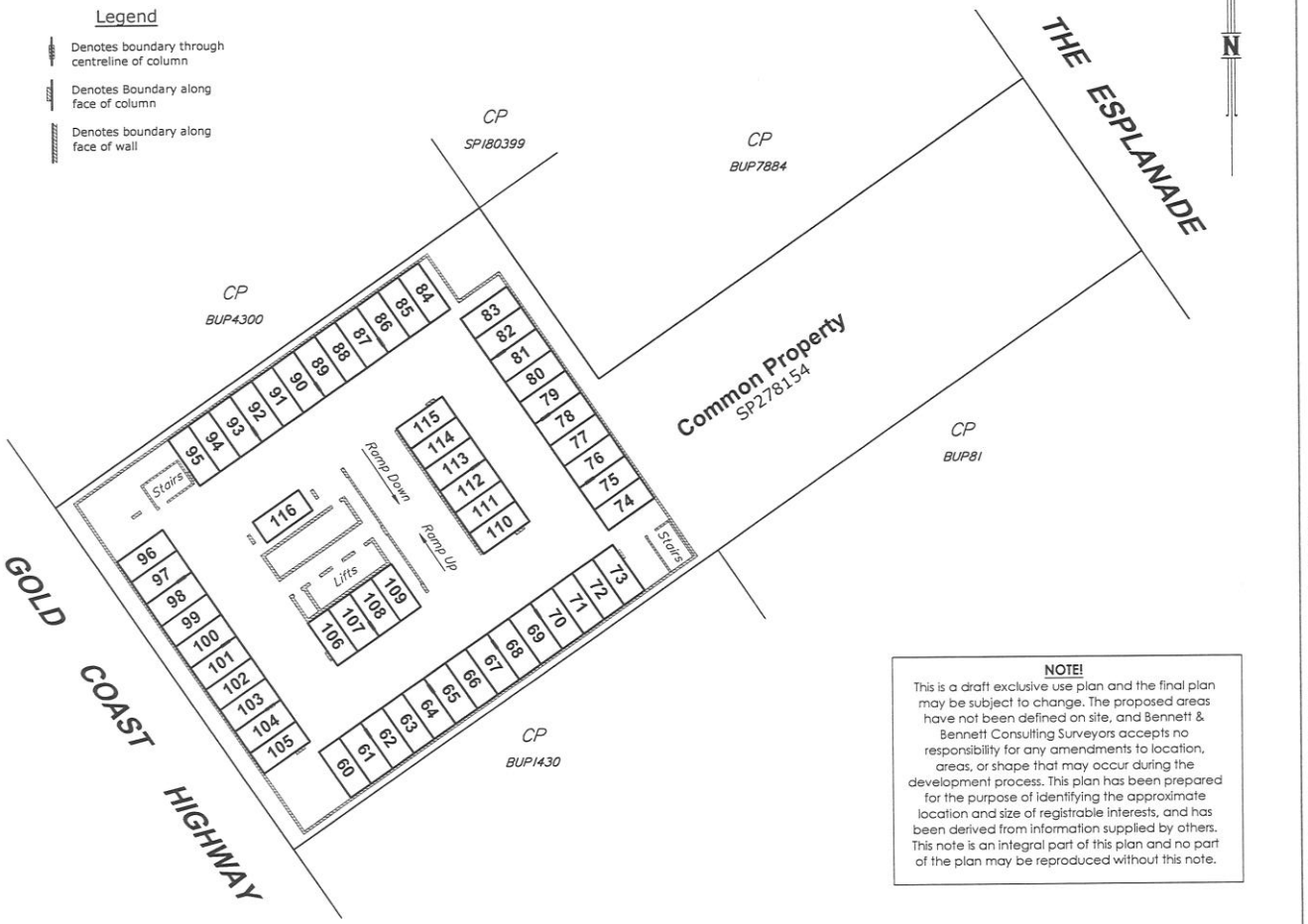
Sunshine Coast (07) 5438 8104
Experience, Resources... Results



NOTES
1. Drawn to Scale on A3 sheet
2. Community Titles Scheme "BOARDWALK BURLEIGH BEACH" CTS
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Issue	Revision	Int	Date
A	Original Issue	SS	13/5/2015

Title:
Plan of Exclusive Use Areas
60-116
over part of the Common Property in Level B (Basement Level 2) on SP278154 "BOARDWALK BURLEIGH BEACH" CTS

Client: **MORRIS PROPERTY GROUP**

Locality:	BURLIEGH HEADS		
Local Gov:	GCCC	Prepared By:	SS
Surveyed By:		Approved:	ARW
Date Created:	13/5/2015	Scale:	1:400
Comp File:	—		
Plan No:	**11078-003-EXC-A**		

A3

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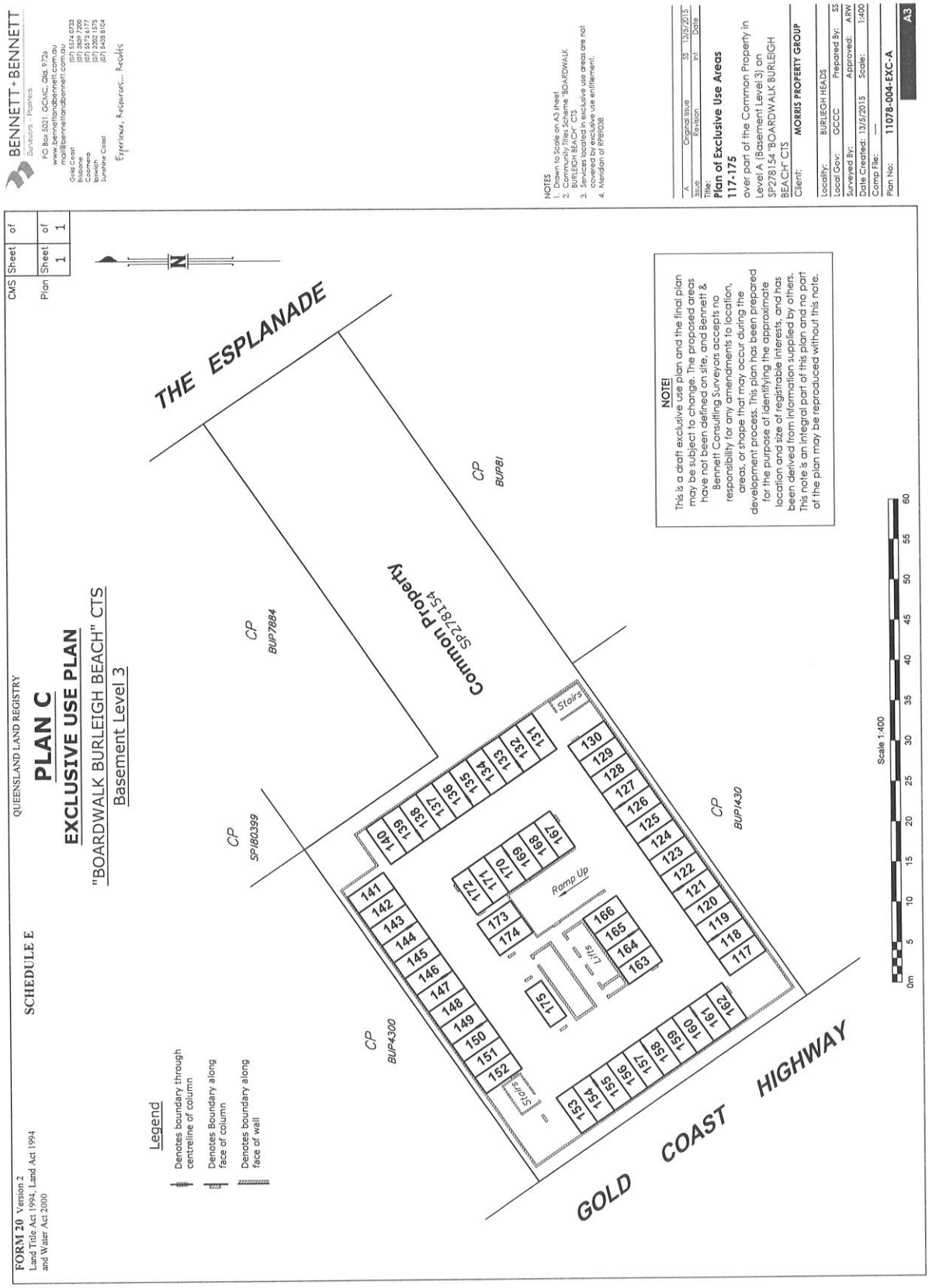
FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000
SCHEDULE E
QUEENSLAND LAND REGISTRY
PLAN C
EXCLUSIVE USE PLAN
"BOARDWALK BURLEIGH BEACH" CTS
Basement Level 3
CMS Sheet of
Plan Sheet 1 of 1
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Ipswich (07) 3202 1375
Sunshine Coast (07) 5438 8104
Experience, Reputation... Results
NOTES
1. Drawn to Scale on A3 sheet
2. Community Titles scheme "BOARDWALK BURLEIGH BEACH" CTS
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of RP89208
A Original Issue SS 13/5/2015
Issue Revision Int Date
Title:
Plan of Exclusive Use Areas
117-175
over part of the Common Property in Level A (Basement Level 3) on SP278154 "BOARDWALK BURLEIGH BEACH" CTS
Client: MORRIS PROPERTY GROUP
Locality: BURLEIGH HEADS
Local Gov: GCCC Prepared By: SS
Surveyed By: Approved: ARW
Date Created: 13/5/2015 Scale: 1:400
Comp File: ---
Plan No: 11078-004-EXC-A
A3
THE ESPLANADE
GOLD COAST HIGHWAY
Common Property
SP278154
CP BUP81
CP BUP7884
CP SP180399
CP BUP4300
CP BUP1430
Stairs
Ramp Up
Lifts
Legend
Denotes boundary through centreline of column
Denotes Boundary along face of column
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Scale 1:400
0m 5 10 15 20 25 30 35 40 45 50 55 60

Schedule 3

Finishes and Chattels

BOARDWALK

BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

Common Areas and Building Finishes	ITEM	DESCRIPTION
	EXTERNAL WALLS	Reinforced concrete / glazing / precast / block and render to Architect's detailed design
	FLOORS	Reinforced concrete suspended slab
	LANDSCAPING	To Landscape Architect's detailed design
	CORRIDORS AND LOBBIES	Floor finish, wall finish, lighting and features to Architect's detailed design.
	LIFTS	Lifts servicing all floors and basements as shown on plans
	LETTER BOXES	1x lockable letterbox per apartment
	FIRE SERVICES	Common areas and car parking levels as required by Building Code of Australia (BCA)
		Fire sprinklers to BCA requirements. Detection system to residential apartments comprising smoke alarms in apartments, and sound alert system as required by BCA

Access Control	ITEM	DESCRIPTION
	ACCESS CONTROL	Access control system including programmable proximity reader for floor by floor lift control, vehicle entry and exit to car park
	VISITOR ACCESS	Voice intercom to unit
	KEYS	Each apartment will be provided with 2x keys for apartment front door
	GARAGE ENTRY/EXIT	Each apartment will be provided with a proximity fob controller per car park for entry to the car park

General	ITEM	DESCRIPTION
	ACOUSTIC	To BCA requirements
	THERMAL / ENERGY EFFICIENCY	To BCA requirements
	EXTERNAL WALLS	Paint or render and paint finish to Architect's detailed design
	INTERNAL DOORS	Hollow-core doors within the apartment; or

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	to BCA requirements.
CEILING FINISH	Suspended plasterboard, paint finish
WINDOWS/EXTERNAL SLIDING DOORS	Aluminium framed window and sliding door sections
ACCESS CONTROL	Intercom handset providing access control from main entry to apartment, location to Architect's detailed design
TELEPHONE/DATA	The building will be provided with a telephone backbone suitable for each apartment to have 2x exchange lines
CAR PARKING	Refer contract for sale.
APARTMENT AIR CONDITIONING	2 Bedroom Units: Wall-hung split system air conditioning to living room and bedrooms. Condenser located in service area. 3 Bedroom Units: Ducted reverse cycle air conditioning system to living room and bedrooms. Condenser located in service area.

Balcony

ITEM	***DESCRIPTION***
LIGHTING	Surface mounted light fitting to Architect's detailed design
FLOOR	Tiles
CEILING	Applied textured paint finish
POWER	1x Outdoor double GPO per apartment
BALUSTRADES	To BCA requirements and Architect's detailed design, which may include concrete up-stand with applied paint finish, framed or frameless glass, metalwork balustrade

Entry

ITEM	***DESCRIPTION***
LIGHTING	Lighting to BCA requirements and Architect's detailed design

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BOARDWALK

BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

	FLOOR	Carpet *Refer plan and Purchaser's Selections*
	MASTER LIGHT SWITCH	A master light switch at apartment entry.
Living Room	***ITEM***	***DESCRIPTION***
	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	FLOOR	Carpet *Refer Purchaser's Selections*
	POWER	3x double GPOs
	TV	Free to Air and Pay TV outlet *See* **Communications and Data Services**, *below, for further details*
Dining Room	***ITEM***	***DESCRIPTION***
	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	FLOOR	Carpet *Refer Purchaser's Selections*
	POWER	1x double GPO
Kitchen	***ITEM***	***DESCRIPTION***
	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	FLOOR	Tiles *Refer Purchaser's Selections*
	POWER	2x double GPOs; 1x single GPO for refrigerator Power to appliances as required
	TELEPHONE	1x Telephone point
	FRIDGE WATER TAP	Fridge Water connection tap
	BENCHTOP	Reconstituted stone benchtop to architects detailed design. *Refer Purchaser's Selections*
	SPLASH BACK	Reconstituted stone to architects detailed design. *Refer Purchaser's Selections*

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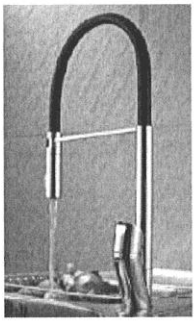
BOARDWALK

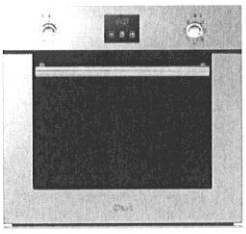
BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

JOINERY DOORS	Soft close 2 pac polyurethane and feature laminate to Architect's detailed design *Refer Purchaser's Selections*
JOINERY DRAWERS	Soft close 2 pac polyurethane and feature laminate to Architect's detailed design *Refer Purchaser's Selections*
JOINERY CARCASS	Melamine – water resistant board
JOINERY HANDLES – CUPBOARDS / DRAWERS	Finger pull and handles to Architect's detailed design
TAPWARE	Stratt+Parker sink mixer with gooseneck spout; and or equal



SINK	Stainless steel sink – single bowl
OVEN	Ilve IL0691X oven; and or equal



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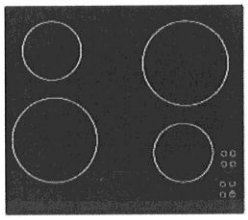
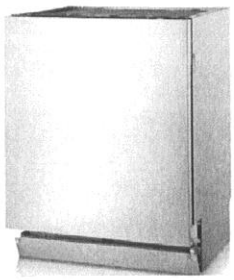
BOARDWALK

BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

COOKTOP	Ilve ILC604B 4-zone touch control electric cooktop; and or equal
RANGE HOOD	Under cupboard re-circulating rangehood
DISHWASHER	Ilve IVDFI fully integrated dishwasher; and or equal





Laundry

ITEM	DESCRIPTION
LIGHTING	Lighting to BCA requirements and Architect's detailed design
FLOOR	Tiles *Refer Purchaser's Selections*
POWER	1x double GPO
WALLS	Plaster board/paint finish/skirting tile
LAUNDRY SINK TAPWARE	Sink mixer
SINK	Single bowl laundry tub and cabinet
SPLASHBACK	Tiles
DRYER	F&P 5kg Sensor Dryer (DE50F56E1); and or equal
HOT + COLD WASHING	Provided and connected to washing

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BOARDWALK

BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

	MACHINE COCKS	machine
	MECHANICAL VENTILATION	To BCA requirements
	LAUNDRY DOORS	Joinery doors to Architect's detailed design
Main Bedroom	***ITEM***	***DESCRIPTION***
	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	FLOOR	Carpet *Refer Purchaser's Selections*
	POWER	3x double GPO
	TV	Free to Air and Pay TV outlet *See* **Communications and Data Services**, *below for further details*
	WALK-IN WARDROBE *where shown on plan*	Detailed wardrobe fit out to Architect's detailed design including shelves and adjustable hanging rails
	WARDROBE *where shown on plan*	Detailed wardrobe fit out to Architect's detailed design including drawers, shelves, adjustable hanging rails and sliding robe doors (mirror and colourback glass)
Ensuite	***ITEM***	***DESCRIPTION***
(where shown on plan)	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	FLOOR	Tiles *Refer Purchaser's Selections*
	POWER	1x double GPO per vanity basin
	WALLS	Ceramic tiles & Plasterboard to architects detailed design. *Refer Purchaser's Selections*
	VANITY CABINET	2 pac polyurethane and feature laminate with Melamine Carcass; to Architect's detailed design *Refer Purchaser's Selections*
	MIRROR	Mirror - *Refer Purchaser's Selections*
	TOILET SUITE	Parisi L' Hotel wall faced pan; and or equal

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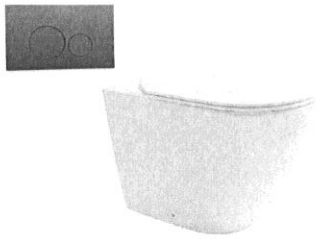
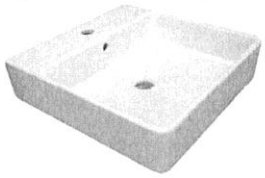
BOARDWALK

BURLEIGH BEACH

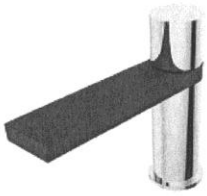
SCHEDULE OF INCLUSIONS



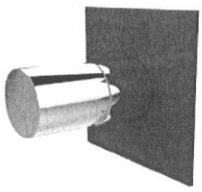
VANITY BASIN	Parisi Envy bench basin; and or equal



VANITY TAPSET	Stratt+Parker D56 Basin Mixer; and or equal



SHOWER MIXER	Stratt+Parker D56 Shower Mixer; and or equal



SHOWER ROSE	Stratt+Parker Shower Rose and Rail; and or equal

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BOARDWALK

BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

	TOILET ROLL HOLDER	Toilet roll holder
	TOWEL RAILS	Towel rail x2
	SHOWER SHELF	Shower shelf
	SHOWER SCREEN	Semi-frameless to Architect's detailed design
	MECHANICAL VENTILATION	To BCA requirements
	ITEM	***DESCRIPTION***
Bedrooms 2 & 3 (where shown on plan)	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	POWER	2x double GPO
	FLOOR	Carpet *Refer Purchaser's Selections*
	TV	Free to Air and Pay TV outlet *See **Communications and Data Services**, below, for further details*
	WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves, hanging rails and robe doors
	ITEM	***DESCRIPTION***
Bathroom	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	POWER	1x double GPO

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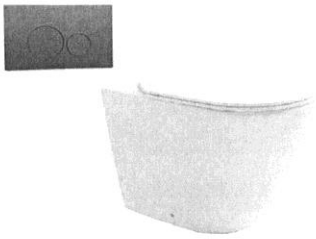
BOARDWALK

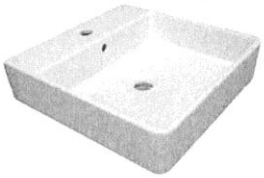
BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

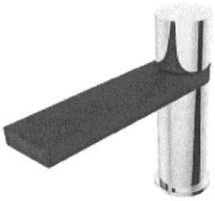
FLOOR	Tiles *Refer Purchaser's Selections*
WALLS	Ceramic tiles & Plasterboard to architects detailed design. *Refer Purchaser's Selections*
VANITY CABINET	2 pac polyurethane and feature laminate with Melamine Carcass; to Architect's detailed design
MIRROR	Mirror - *Refer Purchaser's Selections*
TOILET SUITE	Parisi L' Hotel wall faced pan; and or equal



VANITY BASIN	Parisi Envy bench basin; and or equal



VANITY TAPSET	Stratt+Parker D56 Basin Mixer; and or equal



SHOWER MIXER	Stratt+Parker D56 Shower Mixer; and or equal

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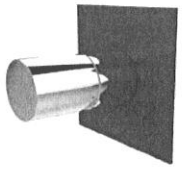

	SHOWER ROSE	Stratt+Parker Shower Rose and Rail; and or equal

	TOILET ROLL HOLDER	Toilet roll holder
	HAND TOWEL RAIL	Towel rail
	TOWEL RAILS	Towel rail x2
	SHOWER SHELF	Parisi shower shelf
	SHOWER SCREEN	Semi-frameless to Architect's detailed design
	MECHANICAL VENTILATION	To BCA requirements
	ITEM	***DESCRIPTION***
Communications and Data Services	DIGITAL TV	Pre-wire and connection to Free-to-air TV channels in rooms specified
	PAY TV	Installation in building of infrastructure enabling connection to Pay TV services. Pre-wire for Pay TV to each apartment in rooms specified.

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		Future subscription and final connection to Pay TV services by Purchaser. Installation of additional system controls and/or cabling within the apartment may be required to suit Purchaser's or service provider's requirements. Provision of cabling per this inclusions list does not guarantee access to any particular Pay TV service.
	ITEM	***DESCRIPTION***
Purchasers' Selections	COLOUR SCHEME SELECTIONS	There are three (3) colour scheme options: • Scheme 1 - 'Coast' • Scheme 2 - 'Domain' • Scheme 3 - 'Urban'
	NATURAL MATERIALS	Purchasers are advised that the finishes proposed for use in the apartments include natural materials such as granite, marble, limestone, reconstituted stone products, and timber. Natural materials may display characteristics which vary from the samples shown on the display colour boards due to the intrinsic nature of such naturally occurring materials.
	LIGHT, GPO'S, BATHROOM ACCESSORIES	Light fittings, GPO's, intercom system, free-to-air TV and Pay TV outlets, telecommunication outlets and bathroom accessories are subject to detailed architectural design. Minor variations in location and quantities of these items may occur following detailed architectural design.
	PRODUCT SUBSTITUTION	The Seller reserves the right to substitute any specified inclusions with that of a similar quality.

	ITEM	***DESCRIPTION***
Gymnasium (Ground level)	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	POWER	To electrical exercise equipment as required
	WALLS	Internal – plasterboard / paint finish and feature mirrors to Architect's detailed design

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BOARDWALK

BURLEIGH BEACH

SCHEDULE OF INCLUSIONS

FLOOR	To Architect's detailed design
EQUIPMENT	Gymnasium equipment including: • 2 x Healthstream Treadmill; and or equal • 2x Healthstream Upright Bike; and or equal • 2 x Healthstream Elliptical; and or equal • 2 x Concept 2 Rowing machines; and or equal • 1 x Dumbell set; and or equal • 2 x Benches; and or equal • 8 x Yoga / Stretch Mats; and or equal • 3 x Yoga Swiss Balls; and or equal

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Schedule 4

FIRB Approval Letter

Australian Government
Foreign Investment Review Board

Telephone: 02 6263 3795
Overseas: +61 2 6263 3795
Facsimile: 02 6263 2940
Website: www.firb.gov.au

5 June 2015
File: FI2015/15539

Miss Samantha Mills
Tuggeranong Development Corporation Pty Ltd
2 Corporate Court
BUNDALL QLD 4217

Dear Miss Mills

I refer to correspondence dated 8 May 2015 seeking an Exemption Certificate covering the sale by Tuggeranong Development Corporation Pty Ltd of new dwellings to be constructed at 1877-1879 Gold Coast Highway and 70-72 The Esplanade, Burleigh Heads in Queensland (Development) to foreign persons.

There are no objections to this request in terms of the Government's Foreign Investment Policy, subject to the conditions outlined below.

Certificate

This letter constitutes a Certificate issued under regulation 3(e) of the *Foreign Acquisitions and Takeovers Regulations 1989* which permits Tuggeranong Development Corporation Pty Ltd to sell new dwellings in the Development to foreign persons on condition that Tuggeranong Development Corporation Pty Ltd:

(a) provides a copy of this Certificate to each *prospective* foreign purchaser of a new dwelling (including those that have been rented for less than 12 months); and

(b) reports all sales in the Development as per the advanced-off-the-plan report form at: http://www.firb.gov.au/content/real_estate/other/developers.asp on an annual basis until all dwellings have been sold.

In responding to this request, Tuggeranong Development Corporation Pty Ltd is reminded of its obligation to ensure that the Development is marketed in Australia.

The *Foreign Acquisitions and Takeovers Act 1975* requires foreign persons purchasing new dwellings to individually notify the Treasurer and obtain foreign investment approvals for their acquisitions. This Certificate provides exemption to this requirement.

This Certificate is not transferable.

Yours sincerely

Adam McKissack
Foreign Investment Review Board Secretariat

Schedule 5

Special Conditions

SIGNING PAGE
SIGNED AS A DEED

Buyer Signs

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.

SIGNED by the **Buyer**)
)
)
)

⇨ _____

_____
Print Name
(If company Sole Director/Director/Secretary)

⇨ _____
Witness

⇨ _____

_____
Print Name
(If company Director/Secretary)

⇨ _____
Print Name

Where the Buyer is a company the person or persons signing on behalf of the Buyer must provide their designated position confirms that the Contract has been signed according to Section 127 of the Corporations Act 2001

Guarantor Signs

SIGNED SEALED AND DELIVERED by the **guarantor** in the presence of:)
)
)
)
)
)

⇨ _____

_____
Print Name

⇨ _____
Witness

⇨ _____

_____
Print Name

⇨ _____
Print Name

Seller Signs

SIGNED Tuggeranong Development Corporation Pty Ltd ACN 129 458 448 as trustee)
by its duly authorised person/Attorney)
)

_____

_____
Witness

Boardwalk Burleigh Beach
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