

MDL

McCARTHY DURIE LAWYERS

# CONTRACT OF SALE

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**BETWEEN:**      **NPG DEVELOPMENTS NO 1 PTY LTD A.C.N. 648 999 375**      **("SELLER")**

**AND:**      **("BUYER")**

**Contact:** Stephen Gibson  
**Email:** stepheng@mdl.com.au  
**Office:** Cleveland

**MDL.COM.AU**

**Brisbane CBD**

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**MDRN Pty Ltd t/as McCarthy Durie Lawyers | ABN 44 136 054 405**

Liability limited by a scheme approved under professional standards legislation



<b>Item 8</b>	<b>Exclusive Use Area</b>	<i>Spaces are only included in the sale where the next part of this Item 8 so denotes. If 'nil' areas allocated or left blank, Clause 13 does NOT apply.</i>
	Exclusive use areas allocated;	Car spaces:
<b>Item 9</b>	<b>Purchase Price</b>	<b>\$</b> <i>Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer</i>
<b>Item 10</b>	<b>Deposit</b>	
	Initial Deposit (payable on signing by the buyer)	<b>\$ 2,000</b>
	Balance Deposit Payable when	<b>Balance of 10% of the Purchase Price</b> Within 14 day of Contract Date
<b>Item 11</b>	<b>Deposit Holder</b>	McCarthy Durie Lawyers
	Account Name	MDRN Pty Ltd Law Practice Trust Account
	BSB	034 070
	Account	374 935
	Reference	[your name] [ the lot number you are buying] [development name] <b>For example:</b> Smith: Lot 101: La Mer Victoria Point
<b>Item 12</b>	<b>Finance</b>	<i>If Item 12 is marked 'not applicable', left blank or is incomplete, Clause 14 does NOT apply.</i>
	Finance Amount	
	Lender	
	Finance Date	
<b>Item 13</b>	<b>Sunset Date</b>	31 December 2025
<b>Item 14</b>	<b>Settlement Date</b>	Refer to Definitions at (41) and Clause 5
<b>Item 15</b>	<b>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</b>	The Seller gives notice to the Buyer in accordance with s83 of the Neighbourhood Disputes Act 2011 that neither the Land nor the Lot is the subject of an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or the Lot.
<b>Item 16</b>	<b>GST</b>	The Margin Scheme will apply to this supply (clause 4.10.5 applies)
<b>Item 17</b>	<b>GST Withholding Notice</b>	The Seller gives notice to the Buyer in accordance with s14-255 (1) of the GST Withholding Law that at Settlement:

The Buyer **WILL** be required to withhold and make a payment of the GST Withholding Amount under s14-250 of the Withholding Law;

The GST Withholding Amount the Buyer must withhold and pay is an amount which is:

equivalent to 7% of the Purchase Price stated in Item 9 of this Reference Schedule;

Supplier Name: is the name noted as Seller in Item 2 of the Reference Schedule above;

Supplier ABN: 72 648 999 375

## BUYER'S WARRANTIES – Buyer to Complete

**WARNING:** The Buyer warrants that the information contained in Items 18, 19 and 20 is true and correct.

**Item 18 Foreign Investment** *If item 18 is completed with any answer other than 'yes', or left blank, the Buyer warrants that it is **NOT a foreign person** and that Clause 20.10 does NOT apply.*

Is the Buyer a foreign person?

**Item 19 Buyer's GST Notice** *If item 19 is completed with any answer other than 'yes', or left blank, the Buyer warrants that it is **NOT** registered for GST and **NOT** Acquiring the Land for a Creditable Purpose*

Is the Buyer registered for GST and Acquiring the Land for a Creditable Purpose?

**Item 20 Acknowledgement of Disclosure** *Before the Buyer signed the Contract documentation, the Buyer received a completed Disclosure Statement issued pursuant to section 213 of Body Corporate and Community Management Act 1997, signed by or on behalf of the Seller*

## IMPORTANT NOTICE TO BUYER

### Buyers Take Notice:

1. If the proposed Buyer is buying the Property for personal, domestic or household use or consumption (owner/occupier purposes), the Seller is prepared to negotiate the Contract Terms. The Seller strongly recommends that the proposed Buyer obtain independent legal advice before the proposed Buyer signs



the Sale Contract and associated documentation.

2. No sales or marketing agent has authority from the Seller or any related company to make representations or assurances about the Scheme or the Property other than representations and assurances which are contained in this Contract or the Disclosure Statement.
3. Buying a property is an important investment. If the Buyer is buying the Property on the basis of anything the Buyer has been told or any assurance the Buyer has been given other than what is in this Contract or the Disclosure Statement, it is important these representations or assurances are identified so they can be confirmed or clarified before the Buyer commits to buy the Property.
4. The Buyer should set out below any representations or assurances that have been made to the Buyer by the Seller or any sales or marketing agent of the Seller that form part of the reason why the Buyer has elected to buy the Property but which are not included in this Contract or the Disclosure Statement:

### Buyer's Acknowledgment

5. The Buyer acknowledges that no sales or marketing agent has authority from the Seller to make promises, representations, warranties or assurances on behalf of the Seller.
6. The Buyer confirms and represents that the Buyer is not entering into this Contract on the basis of any promises, representations, warranties or assurances other than those hand written above or set out in writing elsewhere in this Contract or the Disclosure Statement.
7. The Buyer understands that by the acknowledgment, confirmation and representation given in paragraphs 5 and 6 above, it is likely that the Buyer will not be able to sue the Seller in respect of any promise, representation, warranty or assurance other than those set out above or which are set out elsewhere in this Contract or the Disclosure Statement.
8. The Buyer confirms the accuracy of the Buyer's Warranties set out in Items 18, 19 and 20 of this Reference Schedule.

Buyer 1 Initials

Buyer 2 Initials

## **SPECIAL CONDITIONS**

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These Special Conditions form part of the Contract.

To the extent of any inconsistency between the Terms and Conditions and these Special Conditions, these special conditions prevail.

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# Terms and Conditions

## 1. Definitions and Interpretations

### 1.1 Terms in Reference Schedule

Where a term used in this Contract appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

### 1.2 Terms in Act

Words and phrases defined in the Act have the same meaning in this Contract unless the context indicates otherwise.

### 1.3 Definitions

In this Contract:

- (1) **“Act”** means the *Body Corporate and Community Management Act 1997*;
- (2) **“Amenities”** means the common amenities for the Scheme, for example, the driveways, visitor’s car parks and letterboxes;
- (3) **“Architect”** means the Seller’s architect as notified by the Seller to the Buyer for any purpose under this Contract, from time to time;
- (4) **“ATO”** means the Australian Taxation Office;
- (5) **“ATO Clearance Certificate”** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer.
- (6) **“Authority”** means a body, corporation, a local government, a statutory or non-statutory authority or body having authority or jurisdiction over the Land or to whose systems the Land and the Lot is or will be connected.”
- (7) **“Balance Purchase Price”** means the Purchase Price:
  - (a) less the amount paid as Deposit; and
  - (b) adjusted under Clause 4 and other Clauses herein including the special conditions;
- (8) **“Body Corporate”** means the body corporate created for the Scheme;
- (9) **“Body Corporate Levies”** means levies payable under the Act to the Body Corporate and the amounts referred to in Clause 4.8;
- (10) **“Building”** means the building/s shown on the Plan that will contain the Lot and form part of the Scheme;
- (11) **“the Building Format Plan”** means a Building Format Plan subdividing the Land, creating the Lot, and creating the lots and common property described in the Community Management Statement;
- (12) **“Business Day”** means a day other than;
  - (a) A Saturday or Sunday;
  - (b) A public holiday in the Place for Settlement; and
  - (c) A day in the period of 27 to 31 December (inclusive);
- (13) **“Certificate of Classification”** means a certificate of classification as defined in and issued pursuant to the *Building Act 1975* and under the Standard Building By-laws, by the local Authority or an approved person.

- (14) **"CGT Withholding Amount"** means the amount determined under s14-200 (3) (a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under s14-235.
- (15) **"The Chattels"** mean such items of moveable property as may be included in the Schedule of Finishes for the Lot;
- (16) **"Community Management Statement"** means the community management statement contained in the Disclosure Statement and includes any amended or altered community management statement proposed by the Seller under this Contract".
- (17) **"Contract"** means this document, including any schedule or annexure to it;
- (18) **"Contract Rate"** means the standard contract rate published in the QLS Proctor magazine from time to time;
- (19) **"Corporations Law"** means the *Corporations Act 2001 (Cth)*;
- (20) **"Council"** means the Local Government referred to at Item 7A of the Reference Schedule;
- (21) **"Deposit Holder"** means that person specified in Item 11 of the Reference Schedule.
- (22) **"Development"** means the completed construction project as detailed in this Contract, the Plan and Disclosure Statement as applicable and subject to the Seller's rights as to authorised or discretionary changes as permitted by this Contract.
- (23) **"Disclosure Statement"** means the disclosure statement issued under section 213 of the Act that accompanies and forms part of this Contract;
- (24) **"Encumbrance"** includes:
- (a) any right or obligation:
    - (i) created or implied under the Act; or
    - (ii) given, or to be given, over the Scheme land, to the local or other statutory Authority or the owner of any other land or lot;
  - (b) any easements, leases, transfers or licences over the Scheme land; and
  - (c) any easements, permits or other similar rights in respect of any encroachments in connection with the Building or the Scheme land;
- but does not include charges relating to unpaid Outgoings.
- (25) **"Essential Term"** includes, in the case of breach by;
- (a) the Buyer - Clauses 3.1(1), 5.2, 5.3, 5.7 (5), 6, 8.3, 14, 15.3, 15.4, 18.3;
  - (b) the Seller - Clauses 5.3 (1) – (4), 7, 5.7 (5);
- together with any other clause in this Contract specified as being essential. Nothing in this definition precludes a court from finding other terms to be essential.
- (26) **"Exclusive Use Plan"** means the plan, if any, for exclusive use purposes annexed to the Community Management Statement.
- (27) **"Finishes"** means the finishes for the Lot specified in the Schedule of Finishes;
- (28) **"Further Statement"** means a statement given pursuant to s214 of the *Body Corporate and Community Management Act 1997*.
- (29) **"GST Withholding Amount"** is the amount stated in the Seller's Notice at Item 17 of the Reference Schedule as determined under s14-250 of the Withholding Law required to be paid to the Commissioner of Taxation called the GST Withholding Amount;
- (30) **"GST Withholding Notice"** is the notice from the Seller to the Buyer issued pursuant to the Withholding Law stating whether or not GST Withholding is required as set out at Item 17 of the Reference Schedule of this Contract

- (31) **Outgoings**” means:
- (a) Rates;
  - (b) Land tax;
  - (c) Charges of any statutory Authority;
  - (d) Body Corporate Levies; and
  - (e) Amounts paid by the Seller before Body Corporate Levies are fixed which would constitute those levies
- including Outgoings with respect to the Scheme Land and the Scheme.
- (32) **“Plan”** means the plans identifying the Lot and the Development as annexed hereto as Schedule 1 to this Contract, together with the plans attached as Annexure 1 of the s213 *Body Corporate and Community Management Act 1997* Disclosure Statement both being subject to the Seller’s rights in Clauses 7, 11, 13 and 15 of this Contract;
- (33) **“Possession Date”** means the earlier of:
- (a) the date the Buyer first takes possession of the Lot; or
  - (b) the Settlement Date;
- (34) **“Rates”** means rates, fire service levy, and other charges (including charges for water, sewerage and garbage) imposed by an Authority;
- (35) **“Requirement”** means any requirement, or authorisation, of the Seller’s financier, any statutory body, local Authority, court, government or other Authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance, court order or by-law;
- (36) **“Schedule of Finishes”** means the schedule annexed hereto as Schedule 2 to this Contract.
- (37) **“Scheme”** means the community titles scheme containing the Lot.
- (38) **“Sunset Date”** means that date referred to at Item 13 of the Reference Schedule, or any extended date under Clause 11;
- (39) **“Seller’s Consultant”** means any of the Seller’s project manager, surveyor or builder (as nominated by the Seller);
- (40) **“Seller’s Solicitors”** means that firm named in Item 3 of the Reference Schedule to this Contract;
- (41) **“Settlement Date”** or **“Settlement”** means the date calculated under Clause 5;
- (42) **“Special Contribution”** means any amount:
- (a) levied by the Body Corporate under the regulation module for the Scheme for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate; or
  - (b) payable in connection with an exclusive use by-law that is not an Outgoing.
- (43) **“the Land”** means the land described in Item 7A of the Reference Schedule, and includes all lots and common property that may be created out of the Land and described in the Community Management Statement in the course of the Development;
- (44) **“The Lot”** means the proposed lot described in Item 7 of the Reference Schedule, which will be a freehold lot created pursuant to the *Land Titles Act 1994* and the Act upon the registration of the Building Format Plan and Community Management Statement and any improvements on or in the Lot and the Finishes.
- (45) **“Transfer Documents”** means a duly completed and signed;
- (a) Form 1 Transfer under the *Land Title Act 1994*; and

- (b) Form 24 Property Information under the *Land Title Act 1994*; and
  - (c) Form 25 Property Ownership Information (if the Buyer is a “foreign person” under the *Foreign Ownership of Land Register Act 1988*); and
  - (d) Form 8 notice under the Act; and
  - (e) any other documents required to have the transfer stamped or registered.
- (46) “**Withholding Law**” means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

#### 1.4 Interpretation

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party’s executors, administrators, successors and permitted assigns;
  - (e) a statute, regulation or provision of a statute or regulation (“**Statutory Provision**”) includes:
    - (i) the Statutory Provisions as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
  - (f) money is in Australian dollars, unless otherwise stated.
- (2) “Including” and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of this Contract or affect the interpretation.
- (5) A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

#### 1.5 Parties

- (1) If a party consists of more than one person, this Contract binds each of them separately and any two or more of them jointly.
- (2) An obligation, representation or warranty in favour of two or more persons is for the benefit of them separately and any two or more of them jointly.
- (3) A party that is a trustee is bound both personally and in its capacity as a trustee.

## 2. Agreement to Sell and Buy

- 2.1 The Seller agrees to sell and the Buyer agrees to buy an estate in fee simple in the Lot on the terms of this Contract.

## 3. Deposit

### 3.1 Payment

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times specified in the Reference Schedule.
- (2) The Buyer defaults if it:
  - (a) does not pay all of the Deposit when due;
  - (b) pays by a cheque that is dishonoured; or
  - (c) pays by post-dated cheque.
- (3) The Seller may recover any unpaid Deposit as a liquidated debt in addition to its other remedies.

### 3.2 Dealing with Deposit and Interest

The Deposit Holder must pay:

- (1) the Deposit to:
  - (a) if this Contract settles, the Seller;
  - (b) if this Contract is terminated without default by the Buyer, the Buyer; or
  - (c) if this Contract is terminated because of the Buyer's default, the Seller; and
- (2) any interest on the Deposit to:
  - (a) if this Contract settles, the Seller; or
  - (b) in any other case, the party entitled to the Deposit.
- (3) The Deposit Holder is hereby irrevocably authorised by the Seller and the Buyer (but shall not in any circumstances be obliged) to:
  - (c) invest the deposit in an interest-bearing account in the name of the Deposit Holder with such bank carrying on business in the State of Queensland as the Deposit Holder deems appropriate; and
  - (d) redeem the investment when the Deposit Holder consider appropriate in anticipation of Settlement; and
  - (e) draw the Deposit together, with any interest, and deliver the deposit to the party entitled to it at Settlement.
- (3) The deposit and the interest earned thereon is at the risk of the party entitled to those monies as provided in this Clause 3.2 and the Deposit Holder shall not be held responsible for any loss caused by the investment of the deposit.
- (4) For the purpose of *Income Tax Assessment Act 1936 (as amended)* and for the purpose of the Deposit Holder accounting for interest earned on the deposit the Buyer and Seller shall advise the Deposit Holder in writing of its Australian Tax File Number (if it has one) within seven (7) days after signing the Contract.
- (5) The Deposit Holder is authorised (but not obliged) to lodge with the Australian Government any necessary tax return and pay any necessary tax payable out of the deposit and interest. The Seller and Buyer indemnify the Deposit Holder against any tax which is payable. The Deposit Holder is authorised to advise the identity of the parties to this transaction to the Australian Taxation Office if so required by them in relation to the investment of the deposit.
- (6) If this Contract provides for the payment of further money in respect to the purchase of the Lot before completion, then such money shall be paid directly to the Deposit Holder and dealt with by the Deposit Holder in the same manner as set out in this Clause.
- (7) The Buyer agrees that the Buyer's share of the interest referred to in this Clause will be paid to the Buyer by the Deposit Holder as soon as practicable after Settlement by way of

a cheque. The Seller may, at its option, cause the Deposit Holder to pay such interest to the Buyer on Settlement.

- (8) the Deposit Holder shall not be responsible for failure to invest the Deposit and other moneys unless instructed in writing by both the Seller and Buyer and provided it was lawful for the Deposit Holder to invest the Deposit.
- (9) The Deposit Holder shall not be required to invest the deposit monies pursuant to clause 3.2 (3) unless the parties have supplied the Deposit Holder with their Tax file numbers.
- (10) The Deposit Holder shall not be responsible for any interest lost due to any delay in investing the deposit or any loss suffered by either of the parties or the Deposit Holder as a result of the investment.
- (11) The parties agree to indemnify the Deposit Holder against any loss suffered as a result of the investment including but not limited to any tax liability arising.
- (12) The parties acknowledge that the Deposit Holder may charge a fee to effect the investment and a fee (at its discretion) to attend to any rollovers or redemptions as required or may be necessary from time to time ("Deposit Investment Fee"). The fee to be charged shall be calculated at the Deposit Holder's then prevailing rate for such transactions as in effect at the time of the investment, roll over or redemption. The Deposit Investment Fee may be deducted from the deposit by the Deposit Holder before the deposit is released to the party entitled to the deposit under this Contract.
- (13) The parties acknowledge that it is their own responsibility to ensure that any interest received by them as a result of this investment is accounted for in their own taxation returns and the Deposit Holder shall not be responsible for any failure on the part of the parties to do so.

### **3.3 Bank Guarantee**

- (1) The Buyer may pay the Deposit by way of bank guarantee as long as the bank guarantee:
  - (a) is in favour of Deposit Holder;
  - (b) is in a form acceptable to the Seller;
  - (c) is unconditional and irrevocable;
  - (d) is issued by an Australian Bank acceptable to the Seller;
  - (e) is for an amount equal to the Deposit;
  - (f) has no expiry date or an expiry date of not less than 6 years after the Contract date;
  - (g) provides that the amount of the bank guarantee is payable to the Deposit Holder immediately on demand by the Seller and without reference to the Buyer.
- (2) Both the Buyer and Seller hereby irrevocably authorise and direct the Deposit Holder to treat the amount of the bank guarantee as a Deposit and to deal with such funds in accordance with Clause 3.2 above, in the event that the bank guarantee is called upon for any reason whatsoever.

### **3.4 Transfer of The Land**

- (1) If the Seller sells or transfers the Land in accordance with Clause 20.6 and assigns the benefit of this Contract:
  - (a) then the Seller may without notice to the Buyer transfer and otherwise assign the benefit of the Deposit to the transferee or assignee, or
  - (b) then the Seller may on not less than seven (7) days written notice to the Buyer, require the Buyer to provide a replacement bank guarantee or Deposit to the transferee or assignee; or



- (c) if the Buyer has paid the Deposit by way of a bank guarantee that is not assignable, the Seller may convert the bank guarantee into cash and pay it to the transferee or assignee;
- (d) the transferring Seller and his solicitors are deemed to be relieved of all further liability in respect of the Deposit; and
- (e) the transferee or assignee may enforce and otherwise proceed on the Deposit or bank guarantee in the manner referred to above.

#### **4. Adjustments at Settlement**

4.1 The Seller is liable for Outgoings up to and including the Possession Date. The Buyer is liable for Outgoings from the date after the Possession Date onwards. If necessary, adjustments for Outgoings shall be made and paid on the Settlement Date.

#### **4.2 Rates and Body Corporate Levies**

The Rates and Body Corporate Levies must be adjusted:-

- (a) if they are paid, on the amount actually paid; and
- (b) if they are unpaid, on the amount payable disregarding any early payment discount.

#### **4.3 If no separate assessment of Rates**

Subject to Clause 4.4, if, on the Possession Date, Rates have not been separately assessed in respect of the Lot, then the proportion of the Rates assessed on the Land and which shall be deemed attributable to the Lot shall be the same proportion that the contribution schedule lot entitlement of the Lot bears to the aggregate contribution schedule lot entitlement for all lots in the Schedule of Lot Entitlements in Schedule A of the Community Management Statement.

4.4 If there is no separate assessment of Rates for the Lot and it is the practice of the Council to separately assess Rates for the Lot from the date of registration of the Building Format Plan then the Seller is entitled to elect that there will be no apportionment or adjustment of the Balance Purchase Price in respect of Rates for the Lot at Settlement. If the Seller makes this election, the Buyer must not require the Seller to pay any outstanding Rates for the Land for any period including the Possession Date and will accept the Seller's undertaking to pay any proportion of the assessment to issue in respect of the Lot which is payable by the Seller. If the Seller does not make an election under this Clause 4.4, Rates will be adjusted in accordance with Clauses 4.3.

#### **4.5 Land Tax**

The Buyer and the Seller must adjust land tax on the basis that land tax has been paid and that at midnight on the previous 30 June, the Seller owned no land other than the Land.

4.6 The land tax adjustment is to be made on the basis that the amount of land tax attributable to the Lot is an amount equal to  $(A \times B) / C$  where:-

- (1) A is the amount of land tax paid or payable by the Seller for the Land, as the case may be, for the land tax year current at the Settlement Date;
- (2) B is the interest schedule lot entitlement allocated to the Lot in the Schedule of Lot Entitlements in Schedule A of the Community Management Statement; and
- (3) C is the aggregate interest schedule lot entitlement for all lots in the Schedule of Lot Entitlements in Schedule A of the Community Management Statement.

4.7 Notwithstanding anything to the contrary contained in this Contract, the Buyer and Seller agree that if a separate assessment of land tax has not been issued in respect to the Lot, or if the Buyer is unable to obtain a land tax clearance, then the Buyer will accept an undertaking by the Seller (which is hereby given) that it will pay and discharge its proportion (in accordance with the terms of this Contract) of any land tax attributable to the Lot and the Buyer shall not be entitled to retain

any part of the Purchase Price on Settlement if the relevant adjustments cannot be made pursuant to this Contract.

#### 4.8 **Body Corporate Insurance**

For the purposes of this Clause 4, the Body Corporate Levies are taken to include a proportion of any body corporate insurance premiums, duties, commissions or fees paid or payable by the Seller pursuant to Section 191 of the *Body Corporate and Community Management Act*, being an amount equal to  $(P \times B)/C$ , where:

- P is the total amount of the premium, duties, commissions and fees;
- B is the interest schedule lot entitlement allocated to the Lot in the Schedule of Lot Entitlements in Schedule A of the Community Management Statement.
- C is the aggregate interest schedule lot entitlements for all lots of the Scheme in the Schedule of Lot Entitlements in Schedule A of the Community Management Statement.

#### 4.9 **Readjustment**

If an Outgoing is adjusted on an amount that proves to be different from the actual amount of the Outgoing for the relevant period then either party may require a readjustment.

### 4.10 **GST**

#### 4.10.1 **Definitions**

- (1) "GST" means the Goods and Services Tax under the GST Act.
- (2) "GST Act" means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation.
- (3) Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

#### 4.10.2 **Taxable Supply**

This clause 4.10 applies where the transaction is:

- (1) A Taxable Supply; or
- (2) Not a Taxable Supply because it is the Supply of a Going Concern.

#### 4.10.3 **Purchase Price includes GST**

If this Clause 4.10.3 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Lot. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Lot.

#### 4.10.4 **Purchase Price does not include (excludes) GST**

If this Clause 4.10.4 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Lot. The Buyer must on the Settlement Date **pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST** on the Supply of the Lot and the Seller will provide a tax invoice on Settlement.

#### 4.10.5 **Margin Scheme**

If this Clause 4.10.5 applies:

- (1) The Purchase Price includes the Sellers liability for GST on the Supply of the Lot. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Lot.
- (2) The Seller must apply the Margin Scheme to the Supply of the Lot and warrants that the Margin Scheme is able to be applied.
- (3) If for any reason it is deemed that the Margin Scheme does not apply to this supply then the parties agree that despite any other clause or notation in this

contract the Purchase Price shall be deemed exclusive of GST and the Buyer must in addition to the Purchase Price pay to the Seller at the Settlement Date (or where Settlement has been effected pay to the Seller within 7 days of a request) an amount equivalent to the amount payable by the Seller as GST on the Supply of the Lot. The Seller will provide the Buyer with a tax invoice in exchange for such payment.

#### **4.10.6 If the Supply is a Going Concern**

If this Clause 4.10.6 applies:

- (1) The Purchase Price does not include any amount for GST;
- (2) The parties agree that the supply of the Lot is a supply (or part of a supply) of a Going Concern;
- (3) The Seller warrants that:
  - (a) between the Contract date and the Settlement date the Seller will carry on the Enterprise; and
  - (b) the Lot (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is registered or required to be registered under the GST Act;
- (5) If either of the warranties in clause 4.10.7 (3) (a) or (b) are not correct the Buyer must, *subject to the provision of a Tax Invoice*, pay to the Seller an amount equal to the GST payable in respect of the supply of the Lot. Payment must be made at the Date for Completion or, if completion has occurred, immediately on demand;
- (6) If the warranty in clause 4.10.6 (4) is not correct the Buyer must *subject to the provision of a Tax Invoice* pay to the Seller an amount equal to the GST payable in respect of the supply of the Lot. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (7) If for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a supply of a Going Concern, the Buyer must, *subject to the provision of a Tax Invoice*, pay to the Seller the amount payable by the Seller as GST on the Supply of the Lot. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

#### **4.10.7 GST on payments other than the Purchase Price**

- (1) Any amounts payable under this contract other than the Purchase Price are exclusive of GST, unless otherwise stated.
- (2) If GST is payable by the Seller on any supply to the Buyer under this Contract, apart from the supply of the Lot, the Buyer must in exchange for a Tax Invoice pay to the Seller an amount equal to the GST payable.
- (3) Any amounts payable under clause 4.10.7 (2) must be paid at the earlier of, where the:
  - (a) Contract is Settled, on Settlement;
  - (b) Contract is terminated, that date the Contract is terminated;
  - (c) GST payable by the Seller on the supply is attributable to a tax period that ends on a date that is earlier than Settlement, on that earlier date.

#### **4.10.8 Adjustments**

Where this Contract requires an adjustment or apportionment of outgoings or rent and profits of the Lot, that adjustment or apportionment must be made on the amount of the outgoing, rent or profit exclusive of GST.

#### **4.10.9 Tax Invoice**

Where GST is payable on the supply of the Lot, the Seller must (*unless the margin scheme has been adopted*) give to the Buyer a Tax Invoice at the Settlement Date.

#### **4.10.10 No Merger**

To avoid doubt the clauses in this clause 4.10 do not merge on Settlement.

#### **4.10.11 Remedies**

The remedies provided in clauses 4.10.5 (3), 4.10.6 (5) or (6) are in addition to any other remedies available to the aggrieved party.

#### **4.10.12 Reference Schedule and Notes to Completion**

The Reference Schedule and Notes to Completion are part of this clause.

### **5. Settlement**

5.1 On Settlement of this Contract, ownership of The Lot and The Chattels (and the benefit of any manufacturers' warranty for those chattels) passes from the Seller to the Buyer.

5.2 Settlement will occur:

- (1) If, as at the Contract Date, a separate indefeasible title for the Lot exists, thirty (30) days after the Contract Date; or
- (2) If, as at the Contract Date, a separate indefeasible title for the Lot does not exist, on the date which is the latest of the following:
  - (a) thirty (30) days after Contract Date; or
  - (b) fourteen (14) days after the Seller notifies the Buyer that a separate indefeasible title for the Lot has been created and that the Scheme has been established; or
  - (c) where a Further Statement has been or is given then twenty-one (21) days after the date of receipt by the Buyer or their Solicitor of a copy of the Further Statement; and
  - (d) That date nominated by the Seller as the date for settlement by notice in writing to the Buyer.
- (3) The parties agree that Settlement shall be effected at such place in the Brisbane CBD in Queensland as is nominated by the Seller or the Seller's Solicitors.

5.3 At Settlement, the Buyer must pay the Balance Purchase Price to the Seller and the Seller must give the Buyer (unless previously given):

- (1) vacant possession of the Lot;
- (2) the unstamped Transfer Documents in registrable form;
- (3) a release or withdrawal of any mortgage, charge (but not including a charge registered in the *Personal Property Security Register*) or caveat over the title for the Lot; and stamped as necessary;

- (4) a copy of the Certificate of Classification for the Building or where a Certificate of Classification has issued for only part of the building then the Certificate of Classification for that part of the Building containing the Lot.
- 5.4 The Buyer must prepare the Transfer Documents and deliver them to the Seller a reasonable time before the Settlement date. Failing receipt of such documents;
  - (1) The Seller may elect to prepare and deliver to the Buyer's Solicitors the Transfer Documents at least one (1) Business Day before Settlement.
  - (2) In preparing the Transfer Documents, the Seller may rely upon the description of the Buyer contained in Item 4 of the Reference Schedule and the Buyer must forthwith, on request from the Seller, confirm any details required to enable the Seller to complete the Transfer Documents.
  - (3) The Buyer must not make any claim against the Seller, or refuse to settle, in relation to any errors or mis-descriptions in the Transfer Documents and releases the Seller from any liability in relation to errors or mis-descriptions.
- 5.5 The Seller must produce the Transfer Documents for stamping prior to Settlement only if:
  - (1) the Buyer's Solicitor first undertakes to use them for stamping purposes only prior to settlement; or
  - (2) where the Buyer has no solicitor, the Buyer pays the Seller's Solicitor's reasonable expenses of producing them at the Office of State Revenue or attending to stamping of them in-house where the Seller's Solicitor is required to stamp in-house, and the Seller's Solicitor's retain them after stamping.
- 5.6 Immediately following Settlement the Seller must direct the agent to make available to the Buyer for collection the keys and door-opening codes (if any) for the Lot, and the Buyer must confirm to the agent that the deposit may be released to the Seller.
- 5.7 Payment of Balance Purchase Price
  - (1) On the Settlement Date the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
  - (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 5.7:
    - (a) Includes a cheque drawn by a Building Society or Credit Union on itself;
    - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 5.7(2)(b) on the Settlement Date.
  - (3) If both the following apply:
    - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
    - (b) the Seller has not given the Buyer on or before Settlement for each person comprising the Seller either:
      - (i) An ATO Clearance Certificate; or
      - (ii) A variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,
 then:
    - (c) for clause 5.7 (1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
    - (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before Settlement;

- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at Settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with s14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of Settlement occurring.
- (4) For clause 5.7 (3) and s14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to The Lot; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of The Lot prepared by a registered valuer,
 in which case the market value of The Lot will be as stated in the valuation.
- (5) If the Buyer is required to withhold and make a payment of the GST Withholding Amount to the Commissioner of Taxation at Settlement pursuant to section 14-250 of the Withholding Law and the Buyer has not ticked "yes" to the question in the Reference Schedule asking: "*Is the Buyer Registered for GST and acquiring the Land for a Creditable Purpose*" then;
  - (a) The Seller must give the Buyer a notice in accordance with section 14-255 (1) of the Withholding Law:
  - (b) Prior to Settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) On or before Settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount.
  - (d) For clause 5.7 (1), the Seller irrevocably directs and authorises the Buyer to:
    - (i) Withhold the GST Withholding Amount from the Purchase Price and to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation; and
    - (ii) Deliver the bank cheque referred to in para 5 (d) (i) above to the Seller or the Seller's Solicitor at Settlement.
  - (e) The Seller must pay the GST Withholding Amount to the ATO in compliance with s14-250 of the Withholding Law promptly after Settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Notice Buyer Warranty are true and correct.
- (7) Where the Buyer has ticked "yes" to the question in the Reference Schedule asking "*Is the Buyer Registered for GST and acquiring the Land for a Creditable Purpose*?" then sub clause 5.7 (5) above will not apply.

## 6. Time and Delay

### 6.1 Time of the Essence

- 6.1 Time is of the essence of this Contract.
- 6.2 If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this Contract.
- 6.3 An agreement to vary a time requirement must be in writing.

**6.2 Interest**

- (1) The Buyer must pay interest at the Contract Rate:
- (a) on any unpaid money due under this Contract; and
  - (b) on the Balance Purchase Price from the Settlement Date to any later Settlement Date requested by the Buyer and agreed to by the Seller.
- (2) The Seller may recover interest from the Buyer as liquidated damages and it must be paid with the amount on which it is calculated.

**7. Construction of the Lot, etc**

- 7.1 Subject to this Contract, the Seller must cause the Development and the Lot to be constructed:

- (1) in a good and tradesman-like manner; and
- (2) substantially as shown or described in the Plan and the Schedule of Finishes.

- 7.2 Subject to any rights that the Buyer may have under the Act, the Seller may make any of the following changes to any aspect of the Development:

- (1) change the number, design or permitted use of the lots and the design of lots (this Clause 7.2.(1) does not apply to the Lot);
- (2) grant easements or leases over any part of the Land or the common property of the Scheme;
- (3) change the design, Amenities or any other aspect of the Development, including landscaping, (provided that the Buyer is not materially prejudiced by the change);
- (4) make a change in any aspect of the Development if the Council or any other Authority requires it, or with any recommendation of the Architect or the Seller's Consultant;
- (5) any change contemplated in the Disclosure Statement;
- (6) any change in the numbering of a lot in the Scheme (including the Lot); and
- (7) substitute items relating to the Finishes of the Development as long as the Architect is satisfied (acting reasonably) that the new items are of similar quality as the items being substituted;
- (8) change the name of the Scheme;
- (9) change the proposed Community Management Statement for the Scheme including (without limitation) the proposed contribution and interest entitlements of the lots in the Scheme; and
- (10) change the car parks and storage areas for the Lots in the Scheme.

- 7.3 Subject to any rights that the Buyer may have under the Act, the Seller may make the following changes to the Lot. The Buyer agrees acknowledges that it will not be materially prejudiced by the following changes:-

- (1) the area and dimensions of the Lot, or any part of the Lot may be up to 5% different (more or less) from that shown in the Plan;
- (2) the Seller may substitute items relating to the Finishes of the Lot as long as the Architect is satisfied (acting reasonably) that the new items are of similar quality as the items being substituted;

- (3) any changes required by the Council, any other Authority or due to the practicalities of constructions (eg. Availability of materials etc.) even if the Buyer is materially prejudiced; and
  - (4) any minor design changes that the Architect (acting reasonably) recommends to the Seller as an improvement (including but not limited to features in the Lot and the interior layout and design).
- 7.4 The colour scheme shall be nominated by the Seller.
- 7.5 The Seller will cause the Finishes of the Lot and the Development to be generally in accordance with the colour scheme chosen or nominated in accordance with Clause 7.4. However, this is subject to Clauses 7.2 and 7.3, and subject to the availability of materials. Further, the Buyer acknowledges that any natural products incorporated in the Lot or the Development may not match the colour of similar products represented by way of picture, photograph, sample, artist's impression, model, display unit or any other means whatsoever.
- 7.6 The Seller may elect not to fence any boundary of the common property in the Scheme, or the Land.
- 7.7 The Buyer acknowledges and agrees that the Development, including other lots and parts of the Common Property in the Scheme, may not be complete as at the Settlement Date. The Buyer agrees that it will not make any objection or refuse to settle on the basis of the Development being incomplete, or the works associated with the completion of the Development.
- 7.8 Except where the Buyer is materially prejudiced, the Buyer acknowledges and agrees that the Buyer will not be affected by:
  - (1) Services crossing other land;
  - (2) Services crossing the Lot or the Scheme Land; or
  - (3) Service easements affecting the common property;
  - (4) Encroachments on the scheme land or other land,
  - (5) The grant of exclusive use areas over the common property;
  - (6) Rights of occupation/authority over the common property to others for various purposes;
  - (7) Changes to scheme land boundaries.
- 7.9 The Buyer acknowledges that:
  - (1) The Buyer is purchasing the Lot "off the plan" prior to completion of construction;
  - (2) The various plans contained in the Disclosure Statement and the finishes are preliminary only and further detailed design will need to be undertaken by the Seller prior to commencing and during construction to encompass design changes required by Council, Authorities, the Architect, the Seller's Consultant, the practical necessities of construction and the availability and cost of materials;
  - (3) As a result it is reasonable that the Seller have the flexibility to make the changes set out in this Contract.

## **8. Pre-Settlement Inspection and Defects in the Lot**

- 8.1 The Seller agrees to allow the Buyer to inspect the Lot once only during the period of fourteen (14) days before Settlement Date at a reasonable time accompanied by a representative of the Seller ("Pre-Settlement Inspection").
- 8.2 During or after the Buyer's Pre-Settlement Inspection (but before Settlement), the Buyer may give the Seller notice in writing detailing any defects of workmanship or materials in respect of the Lot requiring attention and stating the work required to be done to rectify those matters ("the Buyer's Defect Notice").



- 8.3 Any work specified in the Buyer's Defect Notice and which relates to defects of workmanship or materials in the Lot must be fixed by the Seller but the parties acknowledge that those defects need not be fixed before Settlement. If those defects are not fixed before Settlement, then the Buyer may not withhold all or any part of the Purchase Price on account of any defects, and the Buyer may not delay Settlement on account of any defects. The Seller need not fix scratches, chips, dents, stains or marks in any surface, covering or fixture or fitting unless the Buyer provided the Buyer's Defect Notice before the Buyer took possession of the Lot.
- 8.4 The Buyer must give the Seller access to the Lot (after Settlement, if the defects are not fixed before Settlement) to fix any defects, The Seller must fix any defects as soon as practicable.
- 8.5 If there is a dispute between the Buyer and the Seller as to whether a defect is a defect of workmanship or materials in the Lot (even if it is on the Buyer's Defect Notice), or whether a defect has been properly rectified, then the matter must be resolved under the compensation Clause (12).
- 8.6 The Buyer has the benefit of the Seller's warranty in Clause 8.7 for a period of two (2) months after the Settlement Date.
- 8.7 The Seller's warranty is that the Seller will fix any services for the Lot that are not working properly or latent defects and which are notified in writing to the Seller by no later than two (2) months after the Settlement Date.
- 8.8 The Buyer must give the Seller access to the Lot to conduct repair work. The Seller must fix any services for the Lot that are not working properly or latent defects as required by Clause 8.7, as soon as practicable.
- 8.9 In this Clause 8, 'services for the Lot' means services provided or available for the Buyer's use such as gas, water, electricity, telephone, air conditioning and toilets. However, it does not include electrical appliances (such as white goods), or chattels where the Buyer already has the benefit of the manufacturer's warranty under Clause 5.1.
- 8.10 In this Clause 8, 'latent defects for the Lot' means any items that are a result of faulty materials or poor workmanship and which manifest themselves during the period of two (2) months after Settlement Date.
- 8.11 The Buyer acknowledges that due to temperature changes and normal settlement, garage floors, driveways, terraces, tiled area and exposed concrete surfaces, cornices and architraves and similar areas may develop imperfections (such as cracks). The Buyer agrees that the Seller does not have to fix those kinds of imperfections unless they result from defective workmanship.
- 8.12 If there is a dispute between the Buyer and the Seller as to whether a service for the lot is not working properly, whether there is a latent defect or whether a service for the Lot or a latent defect has been properly repaired, then the matter must be resolved under the compensation Clause (Clause 11.1).

## **9. No Requisitions on Title and Seller's Statements**

### **9.1 No Delivery**

The Buyer may not deliver requisitions on title.

### **9.2 Seller's Statements**

The Seller states that, except as disclosed in this Contract, each of the following statements is accurate at the date of this Contract:

- (1) the Seller has the power to contract and will on the Settlement Date have the power to complete this Contract;
- (2) the Seller is not under any legal disability that affects the Seller's capacity to contract and to complete this Contract;

- (3) if the Seller is a trustee, the Seller has free and unqualified power of sale under the relevant trust instrument to enter into and complete this Contract; and
- (4) the Seller, if a corporation, is not an externally-administered body corporate under the *Corporations Law*, a controller (as defined in section 9 of the *Corporations Law*) has not been appointed to the Seller's property and steps have not been taken for the appointment of such a person.

## **10. Disclosure Statements**

### **10.1 Acknowledgement**

- (1) The Buyer states that before signing this Contract it received, read, understood, completed and signed the following statements:
  - (a) a *Property Occupations Act 2014* Form 8 Disclosure to Prospective Buyer issued by the Real Estate Agent;
  - (b) a Disclosure Statement under chapter 5 Part 2 of the *Body Corporate and Community Management Act* (being a statement under section 213 of the *Body Corporate and Community Management Act 1997*); and
  - (c) attached to the Disclosure Statement, a Power of Attorney Disclosure Statement and a Proxy Disclosure Statement.

### **10.2 No Representation or reliance**

The Buyer declares that;

- (1) it has not relied on any representation made by the Seller or the Agent in entering into the Contract other than as set out in the Contract;
- (2) it signed the Contract after making its own investigations and enquiries;
- (3) it has not relied on any artist's impression, model, display unit, plan, sketch, specification or sales aid of any description (other than as contained in this Contract);
- (4) it has not relied on any verbal statements or representations made by any salesperson or other representative of the Seller.

### **10.3 Budgets**

With respect to any budgets compiled by the Seller to calculate the annual contributions referred to in the Disclosure Statement, the Buyer acknowledges the following: -

- (1) such budgets have been compiled from information available at the time of the preparation of this Contract having regard to other bodies corporate of a size and nature similar to that which the Body Corporate will have upon the establishment of the Scheme;
- (2) Such budgets have been compiled adopting an estimate of when the twelve (12) month period to which the budgets apply will commence;
- (3) Such budgets may require amendment and may need to be increased or decreased prior to the budgets being adopted for the relevant period by the Body Corporate and the Buyer shall not be entitled to make any objection, requisition or claim for compensation or damages or otherwise or refuse to complete or delay Settlement as a result of any amendment, increase or decrease;
- (4) That the Buyer will not be materially prejudiced by any variation to the proposed budgets (more or less) from that shown in the Disclosure Statement; and
- (5) The Seller gives no warranty with respect to the budgets and shall not be liable and is released from any liability to the Buyer for any inaccuracies in the budgets or for any variations that may occur.

- 10.4 Nothing in this Contract shall have the effect or be construed as having the effect of any agreement between the Seller (as original owner) and the Buyer that Parts 2 and 3 of Chapter 5 of

the Act or any provision thereof shall not apply in respect of this Contract or shall apply subject to exceptions, limitations or restrictions affecting or prejudicing the rights and remedies of the Buyer there under and to the extent any terms and conditions of this Contract have that effect, they shall be read subject to the relevant provisions of such legislation but otherwise, shall be given full force and effect.

## **11 Registration of the Building Format Plan, Sunset Date and Termination Rights**

- 11.1 If, as at the Contract Date, no separate indefeasible title for the Lot exists, Settlement of this Contract is subject to registration of the Building Format Plan and the Community Management Statement creating the Lot;
- 11.2 Subject to the other provisions of this Contract, the Seller must use reasonable endeavours to cause the Building Format Plan and the Community Management Statement creating the Lot to be registered and settlement to be effected on or before the Sunset Date.
- 11.3 If other than because of the Buyer's default, Settlement has not been effected by the Sunset Date or if the Buyer requests a later date for Settlement and the Seller agrees to that date, by the later date then the Buyer or the Seller may terminate this Contract by giving notice of termination to the other party. On termination under this clause the Deposit shall be refunded to the Buyer and neither party shall have any further claim against the other, apart from a claim arising from a breach of the Contract which occurred prior to the date of termination.
- 11.4 The Seller may, on one or more occasion, extend the Sunset Date by giving notice to the Buyer if there are delays in completion of or delays in respect of any aspect of the Development because of:
- (1) Bad weather;
  - (2) Disputes with neighbours;
  - (3) Industrial disputes;
  - (4) Delays in obtaining approvals for the Development;
  - (5) Damage by fire, explosion or act of God;
  - (6) An act of war or civil commotion; or
  - (7) A combination of these or any other causes beyond the Seller's control; or
  - (8) Delays in the Seller obtaining or extending finance on terms that are satisfactory to the Seller. The Seller must take all reasonable steps to obtain finance.
- . PROVIDED THAT where the delay is due to one or more of the causes referred to in 11.4 (1) to (7) THEN the duration of the extension will be the period of the delay as certified by the Seller's Consultant or the Architect and in all of the above cases (11.4.1 (1) to (8)) the Sunset Date must not be extended to a date which is greater than 5 ½ years from the Contract Date
- 11.5 If there is any dispute between the Buyer and the Seller as to whether the delays in completion of or any aspect of the Development have been caused by the matters referred to in Clause 11.4 (1) to (7), the matter must be referred to the Architect to decide. The Architect acts as an expert and not as an arbitrator and the Architect's decision will be final and binding.
- 11.6 The Lot is sold subject to:
- (1) the Act;
  - (2) the Building Format Plan and all things contained in or endorsed on it;
  - (3) the Encumbrances;
  - (4) any encroachment by improvements on the Scheme Land beyond the boundaries of the Scheme Land and any permits, consents, easements, or other agreements of any kind in connection with those encroachments;

- (5) any matter in the Disclosure Statement or material which accompanies the Disclosure Statement; and
  - (6) anything disclosed by the Seller in this Contract.
- 11.7 The Buyer acknowledges and agrees that upon registration of the building format plan, the Common Property will be encumbered by an easement(s) for underground drainage, and access purposes in favour of the Redland City Council. That easement(s) will be prepared by the Redland City Council and will include whatever terms and conditions the Redland City Council reasonably required. The easement(s) may limit the use and enjoyment of that part of the land by the Buyer or the Body Corporate, and/or may impose obligations on the Body Corporate with respect to the maintenance of that part of the Common Property. The Buyer agrees that it will not make any objection or refuse to settle on the basis of the encumbrance of common property by such an easement.
- 11.8 The easements described at 11.7 may limit the use and enjoyment of that part of the land by the Buyer or the Body Corporate, and/or may impose obligations on the Body Corporate with respect to the maintenance of the Common Property. The Buyer agrees that it will not make any objection or refuse to settle on the basis of the encumbrance of common property by such an easements.
- 11.9 The Lot and/or the Common Property are sold subject to the benefit or burden of any easements which are shown on the Plan, or otherwise permitted by the terms of this Contract.
- 11.10 The Seller may, in its total discretion:
- (1) make changes to any of the terms of any easement disclosed in this contract; and
  - (2) put into effect any additional easements which may either benefit or burden the Lot, the Land and/or the Common Property, and the Buyer must not object due to the Seller exercising any such right provided that there is no direct material adverse effect on the use of or the value of the Lot.
- 11.11 The Buyer is not entitled to object because of any easement not disclosed in this contract or any amendment to an easement disclosed in this contract, provided only that the easement or amendment to an easement does not have a direct material adverse effect on the use or value of the Lot.
- 11.12 Any easement will be on terms and conditions which are satisfactory to the Seller in its absolute discretion, or otherwise on terms and condition stipulated by an Authority.
- 11.13 If there is an easement burdening the Lot or the Common Property that is not permitted by the terms of this Contract, then the Buyer's only right is to terminate this contract and obtain a refund of the Deposit.
- 11.14 For the purposes of this clause 11:
- (1) a material adverse effect on the use of the Lot means a reduction in the useable area of the Lot of more than 5% as a direct consequence of the existence of the easement or variation to an easement; and
  - (2) a material adverse effect on the value of the Lot means a reduction in the value of the Lot of more than 5% as a direct consequence of the existence of the easement or variation to an easement.

## **12 Compensation**

### **12.1 Determining Compensation**

- (1) As soon as it becomes aware of grounds for compensation, the Buyer must give a written notice to the Seller stating its grounds for compensation and the sum of compensation required, as best determined by the Buyer on the information available to it.
- (2) If the parties cannot satisfactorily resolve the Buyer's compensation claim, a dispute about the amount of compensation payable by the Seller must first be referred to the Architect, on the basis that the Architect will endeavour to mediate a satisfactory result. This Clause

does not however compel either party to participate in mediation as a precondition of instituting legal proceedings at any time.

- (3) Any compensation claimed by the Buyer for failure by the Seller to remedy defects is limited to the reasonable cost of rectification of those defects only.

## 12.2 Undertaking

The Seller may undertake to fix a problem identified by the Buyer (if it can be fixed) instead of paying compensation for that problem. If the Seller does so:

- (1) the Seller must do the work within a reasonable time;
- (2) the Buyer must not claim any compensation except for breach of the undertaking; and
- (3) Clause 12.1(2) applies to the payment of compensation for breach of the undertaking.

## 13 Allocation Of Common Property for Exclusive Use & Body Corporate Matters

13.1 The Buyer acknowledges that item 8 in the Reference Schedule to this Contract indicates:

- (1) whether or not the Seller must ensure that the lot sold under this Contract must have the benefit of an authorised allocation of exclusive use of part of the common property
- (2) How many areas are to be allocated; and
- (3) The purpose for which they are to be authorised.

13.2 Where an allocation is required, the Buyer acknowledges and agrees with the Seller that;

- (1) it may be allocated a space or spaces indicated upon the Exclusive Use Plan;
- (2) the Seller may change the proposed allocation of exclusive use areas as contemplated by the Community Management Statement and will determine which areas are to be allocated to the Buyer, provided the Buyer is allocated the number and type indicated in Item 8 in the Reference Schedule.

13.3 The Seller's obligation under this clause is to;

- (1) see the Community Management Statement registered for the Scheme containing an authorised allocation of common property in accordance with the preceding parts prior to the Settlement Date; or
- (2) If it has not complied with Clause 13.3 (1);
  - (a) give to the body corporate for the Scheme details of the authorised allocation (and where the Seller is a member of the body corporate committee, vote in favour of the resolution to approve signing and registration);
  - (b) meet the preparation and registration costs of the new Community Management Statement; and
  - (c) see to registration of a corresponding new Community Management Statement in relation to the allocation of common property within twelve (12) months of the date of registration of the scheme (being the base allocation period under section 174(2)(a) *Body Corporate and Committee Management Act*) or within such extended allocation period as an adjudicator may order under section 174(2) (b) under the dispute resolution provisions of the *Body Corporate and Community Management Act*.

13.4 The Buyer acknowledges having reviewed the Disclosure Statement and the bylaws contained within the Community Management Statement contained within it.

13.5 The Seller may:

- (1) call an extraordinary or annual general meeting of the Body Corporate while the Seller is the only member of the Body Corporate; and
- (2) cause the election or confirmation of the committee of the Body Corporate; and
- (3) cause the Body Corporate to enter into any agreement referred to in the Disclosure Statement and attend to anything else which the Seller considers necessary for the establishment and operation of the Scheme and the Body Corporate.

## **14 Finance**

14.1 Where so denoted in Item 12 of the Reference Schedule, then the following parts of this Clause 14 apply;

- (1) This Contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financial Institution by the Date of Approval on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give written notice to the Seller that:
  - (a) The approval has not been obtained by the Date of Approval and this Contract is terminated; or
  - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this Contract by notice to the Buyer if notice is not given under Clause 14.1(2) by 5.00pm on the Date of Approval. This is the Seller's only remedy for the Buyer's failure to give notice.
- (4) The Seller's right under Clause 14.1(3) is subject to the Buyer's continuing right to terminate this Contract under Clause 14.1(2) (a) or waive the benefit of this Clause by giving written notice to the Seller of the waiver.

## **15 Variations**

### **15.1 Seller's Disclosure**

If the Buyer requests variations to the Lot ("**Variations**"), any fixtures in the Lot or the Finishes, the Seller may, in its sole discretion:

- (1) agree to the Buyer's request on any terms it sees fit, including on the conditions referred to in this Clause 15; or
- (2) refuse the Buyer's request and without having to give any reasons for its refusal.

### **15.2 No Obligation**

The Seller may, but is under no obligation to, allow the Buyer a rebate on Settlement against the Purchase Price equivalent to any reduced cost to the Seller in providing the Lot or Finishes as a result of the Variations.

### **15.3 Included Costs**

Without limitation to anything else in this Clause 15, the costs to the Seller of undertaking Variations includes the costs of any of the Seller's Consultants or Seller's Architect incurred in assessing, accepting or refusing the Buyer's request for Variations and undertaking the Variations. The Buyer must pay any of the costs referred to in this Clause 15 to the Seller on demand, and failing demand on the Settlement Date.

### **15.4 Buyer Must Settle**

Even if the Buyer disputes the Seller's calculation of the costs of Variations, the Buyer must still settle, paying the Seller's calculation of the costs of the Variations, and may dispute those calculations following Settlement.

### **15.5 Buyer's Fixtures Fittings and Chattels**

If the Buyer (or its servants agents or contractors) brings onto the Land prior to the Settlement Date any fixtures, fittings or chattels (whether or not they are intended to be, or are, incorporated into the Lot), those fixtures, fittings and chattels shall be and remain at the Buyer's sole risk. The Buyer must make all arrangements at its expense to keep those fixtures fittings and chattels safe and secure, and the Seller, the builder, and any of their servants, agents or contractors shall not incur any liability for any damage or loss to them whatsoever. The Buyer shall indemnify and keep indemnified the Seller for any personal injury or property damage arising out of the presence of the fixtures fittings and chattels on the Scheme Land (notwithstanding any consent) and, if requested by the Seller, shall reimburse the Seller for any additional costs incurred as a result of their presence. In the event of a breach of this Contract (including a failure to settle) by the Buyer, the Seller shall be entitled to retain any fixtures fittings or chattels which are wholly or partly affixed to the Building or Scheme Land. Alternatively, the Seller may elect to require the Buyer to remove all or any fixtures fittings or chattels (even if wholly or partly affixed to the Building or Scheme Land) and to make good the Building or Scheme Land, and if the Buyer fails to do so within seven (7) days then the Seller may carry out this work and recover the costs of doing so from the Buyer as a liquidated debt.

## **16 Parties' Default**

### **16.1 Seller or Buyer may Affirm or Terminate**

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

### **16.2 If Seller or Buyer affirms**

If a party affirms this Contract under Clause 16.1, it may sue the other party for;

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

### **16.3 If Seller terminates**

If the Seller terminates this Contract under Clause 16.1, it may do all or any of the following;

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

### **16.4 If Buyer terminates**

If the Buyer terminates this Contract under Clause 16.1, it may do all or any of the following;

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

### **16.5 Seller's Resale**

If the Seller terminates the Contract and resells the Lot, the Seller may recover from the Buyer as liquidated damages;

- (1) any deficiency in price on a resale; and
- (2) its expenses connected with this Contract, and any repossession, any failed attempt to resell, and the resale;

provided the resale settles within two years of termination of this Contract. Any profit on a resale belongs to the Seller.

**16.6 Buyer's Damages**

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

**17 Other Rights of Termination by Seller**

**17.1 Events of Termination**

Without limiting any other rights of the Seller, the Seller may terminate this Contract by notice to the Buyer if:

- (1) the Council or any other Authority:
  - (a) refuses to grant or revokes or amends any town planning permit, building permit, certificate, approval or other authority necessary for the Seller to implement and construct the Development;
  - (b) refuses to seal the Building Format Plan; or
  - (c) imposes or intimates that it will or is likely to impose conditions in respect of any of the matters referred to in Clauses 17.1(1)(a) or 17.1(1)(b) where the Seller is unwilling or unable to comply with those conditions;
- (2) at any time, the Seller forms the opinion that:
  - (a) the Building Format Plan will not register within the period referred to in Clause 11.3 (disregarding any potential extension of that period under Clause 11.4); or
  - (b) economic or site conditions relating to the Development are or have become unfavourable; or
  - (c) building costs relating to the Development rise and exceed the amount expected by the Seller.
- (3) there are an insufficient number of contracts for the sale of proposed Lots in the Scheme;
- (4) the Seller is unable or unwilling to comply with any Requirement in connection with the Scheme, the Building, the Amenities or the Lot;
- (5) the Building or the Lot are destroyed or substantially damaged before the Possession Date;
- (6) the Buyer is a natural person and:
  - (a) dies; or
  - (b) becomes bankrupt;
- (7) the Buyer is a corporation and:
  - (a) becomes an externally-administered body corporate under the *Corporations Law*;
  - (b) a controller (as defined in section 9 of the *Corporations Law*) is appointed of any of the Buyer's property or any steps are taken for the appointment of such a person; or
  - (c) is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Law*;
- (8) the Seller forms the view at any time that it is unlikely to obtain a development permit for the proposed development on terms satisfactory to it in its absolute discretion;
- (9) the Seller is unable to obtain or extend finance to complete the Development, on terms that are satisfactory to the Seller.



If it does so then all money paid by the Buyer must be refunded and, subject to Clause 17.2, neither party has any claim against the other.

**17.2 Breach Prior to Termination**

Termination under Clause 17.1 does not prejudice any right that the Seller may have for breach of the Contract by the Buyer before termination by the Seller.

**18 Attorney and Proxy**

**18.1 Body Corporate Voting**

Until 12 months after the Scheme is established or until the Seller has sold all lots in the Scheme (whichever is the earlier), the Buyer irrevocably appoints the Seller pursuant to section 219 of the Act to be the Buyer's attorney and proxy to vote for the Buyer at general meetings of the Body Corporate on any issue described in the Power of Attorney Disclosure Statement or the Proxy Disclosure Statement under section 219 of the Act attached to the Disclosure Statement as schedule 4, or, in the event of this Contract being signed after registration of the scheme, as detailed in Clause 18.6 hereof.

**18.2 Restriction**

The Buyer must not appoint a company nominee or vote (or allow any person to vote for the Buyer) at a general meeting of the Body Corporate without the Seller's written consent while the Power of Attorney referred to in this Clause 18 remains in force.

**18.3 Instrument of Proxy**

If requested by the Seller, the Buyer must execute a proxy in the approved form to give effect to the appointment in this Clause 18.

**18.4 Deed**

This Clause 18 operates as a deed.

**18.5 If Buyer Sells the Lot**

- (1) If the Buyer sells or transfers ownership of the Lot while the power of attorney and proxy in Clause 18.1 or Clause 18.6 is still in force, the Buyer must have the transferee sign a deed in which the transferee:
  - (a) gives the Seller a power of attorney in the same terms as Clause 18.1 or Clause 18.6;
  - (b) gives the Seller a proxy in the same terms as Clause 18.1 or Clause 18.6 and in the approved form under the Act; and
  - (c) undertakes to comply with the continuing obligations and restrictions on the Buyer under this Contract and any Disclosure Statement.
- (2) A deed of covenant, power of attorney and proxy under Clause 18.5(1) must be prepared by the Seller's Solicitor at the Buyer's cost.
- (3) The Buyer acknowledges that failure to comply with Clause 18.5(1) may affect the Seller's ability to complete the development of the Scheme or sell all the lots in the Scheme.

**18.6 Power of Attorney and Proxy Terms**

- (1) The Buyer hereby appoints the Seller its attorney and agrees to execute and deliver to the Seller a power of attorney prior to settlement under this contract to the same effect as contained in the succeeding part of this Clause ("the Power of Attorney").
- (2) The Power of Attorney may only be exercised to enable the Seller to:
  - (a) attend and/or vote in the name of the Buyer at all or any meetings of the Body Corporate or the Committee of the Body Corporate to the exclusion of the Buyer if present at any such meeting and if the Seller requires such exclusion; or

- (b) complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee notification form or owners representative form and any notice under Section 223 of the *Body Corporate and Community Management (Standard Module) Regulation 2020 (the Regulation Module)*) to allow the Seller to vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee of the Body Corporate to the exclusion of the Buyer,

in respect of any motion or resolution for or relating to any one or more of the following:

- (i) the granting of consent to any New Community Management Statement to be recorded to facilitate the progressive development or any matters identified in Schedule B of the Community Management Statement including any alterations, modifications and adjustments identified therein (including the adjustment of the contribution schedule lot entitlements and the interest schedule lot entitlements and the creation of additional common property);
- (ii) the granting of consent to any New Community Management Statement to include a by-law, if the details of the inclusion were disclosed in this contract or the Disclosure Statement or to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in Schedule C of the Community Management Statement;
- (iii) the granting of consent to any New Community Management Statement to record allocations under any of the exclusive use by-laws contained in Schedule C of the Community Management Statement or to record any amendment to an exclusive use by-law or new exclusive use by-law to facilitate the identification and/or allocation of exclusive use areas in the Scheme;
- (iv) the granting of consent to any New Community Management Statement to record allocations under any of the exclusive use by-laws contained in Schedule C of the Community Management Statement or to record any amendment to an exclusive use by-law or new exclusive use by-law in relation to any lots that at the date of consent are owned by the Seller;
- (v) the granting of consent to any New Community Management Statement to record allocations under any amended or new exclusive use by-law referred to above;
- (vi) the granting of consent for the affixing of the seal of the Body Corporate to a Form 14 Request to record any New Community Management Statement in the Titles Office;
- (vii) the granting of consent to any appeal to be lodged in the Planning and Environment Court under the *Integrated Planning Act 1997* or the *Sustainable Planning Act 2009* (as the case may be), consequent upon the Local Government failing or refusing to endorse a Community Management Statement notation within forty (40) days after the Community Management Statement or any New Community Management Statement (referred to above) is submitted to the Local Government for endorsement;
- (viii) the engagement of a person as a Body Corporate manager or service contractor, or authorising a person as a letting agent including the engagement of the Body Corporate manager under the Administration Agreement contained in the Disclosure Statement;
- (ix) authorise a service contractor or letting agent to occupy a part of the common property where details of such authorisation were disclosed in this contract or the Disclosure Statement;

- (x) the fixing, adoption, variation or ratification of budgets or contributions to be levied by the Body Corporate under Section 160 and 162 of the Regulation Module;
  - (xi) the composition and/or election of the members of the Committee of the Body Corporate;
  - (xii) a proposal that there shall be a prohibition or restriction on the use of proxies;
  - (xiii) the issue of a continuing contravention notice under Section 182 of the Act or the issue of a future contravention notice under Section 183 of the Act;
  - (xiv) an application to be made for an order of an adjudicator under Chapter 6, Part 4, Division 1 of the Act;
  - (xv) any expenditure contemplated under Sections 172, 173 and 174 of the Regulation Module;
  - (xvi) the issue of an authorisation to the owner of a lot (including the original owner) to make an improvement contemplated under Section 186, 187 or 193 of the Regulation Module including the installation, erection and/or construction of air-conditioning equipment, enclosures, carports, pergolas, fencing, screening, shutters, security devices or apparatus and awnings;
  - (xvii) any proposal by the Body Corporate to take any of the actions or steps permitted under Section 184, 185, 187, 189, 190, 191 and 210 of the Regulation Module;
  - (xviii) the convening of a general meeting of the Body Corporate or a Committee meeting to consider any one or more of the matters referred to above;
  - (xix) the affixing of the seal of the Body Corporate to any document or paper writing to facilitate one or more of the matters referred to above; or
- (c) complete, sign and lodge any written consent pursuant to the Act or Section 192(1) of the Regulation Module as may be required to facilitate and perfect the passing of any of the exclusive use by-laws contained in Schedule C of the Community Management Statement (or any allocations thereunder) or as may be required to facilitate any amended or new exclusive use by-law for the identification and/or allocation of exclusive use areas in the Scheme.
  - (d) Execute any reallocation agreement in respect of exclusive or other special rights granted over common property or Body Corporate assets;
  - (e) Give any direction, authority or consent required of or from the Buyer as owner of the Lot for any matter in connection with or arising out of the operation of the Scheme or a Community Management Statement;
  - (f) Execute any consent, plan or other document in connection with all things necessary for the Seller to develop the Land as disclosed or described in this Contract and the Disclosure Statement.
1. The Power of Attorney applies for a period expiring one (1) year after the Scheme is established or until the Seller has sold all lots in the Scheme, whichever is the earlier. This Power of Attorney shall be irrevocable during this period.
- (3) The Buyer agrees to execute and deliver to the Seller prior to settlement under this contract a proxy to the same effect as contained in the succeeding part of this Clause ("the Proxy").
  - (4) The Buyer appoints the Seller his/her/its proxy to vote at the first annual general meeting or any extraordinary general meeting of the Body Corporate in respect of the issues referred to in paragraph 18.6 (6) below.

- (5) The Seller will be entitled to exercise the Proxy to vote on one or more of the following:
  - (a) the engagement of a person as a body corporate manager or service contractor, or authorising a person as a letting agent as disclosed in this contract or the Disclosure Statement.
  - (b) Authorising a service contractor or letting agent to occupy a part of the common property, if the details of the authorisation were disclosed in this contract or the Disclosure Statement.
  - (c) Consenting to the recording of a new Community Management Statement to include a by-law, if the details of the inclusion were disclosed in this contract or the Disclosure Statement.
- (6) The Proxy shall apply for a period expiring one (1) year after the Scheme is established, or until the Seller has sold all lots in the Scheme (whichever is the earlier).

## **19 Electronic Settlement**

### **19.1 Application of Clause**

- (1) Clause 19 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for Clause 19.1(1).
- (3) Clause 19 (except clause 19.5 (2)) ceases to apply if either party gives notice under clause 19.5 that settlement will not be an Electronic Settlement.

### **19.2 Completion of Electronic Workspace**

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at Settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 19.2 (4)(a);

- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

#### 19.3 **Electronic Settlement**

- (1) Clauses 5.2 (3) and 5.5 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation to pay the Balance Purchase Price in clause 5.3 and 5.7 (1) and 5.7 (3) (f).
- (3) The Seller and Buyer will be taken to have complied with clause 5.7 (3) (if applicable) if:
  - (a) The Buyer complies with clause 5.7(3) (d); and
  - (b) The Financial Settlement Schedule specifies payment of the CGT Withholding Amount to the account nominated by the Deputy Commissioner for Taxation.
- (4) The Seller will be taken to have complied with clauses 5.3(3) and (4), if at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than the releases of Encumbrances referred to in clause 19.3(5)) for Electronic Lodgement in the Land Registry.
- (5) The Seller will be taken to have complied with clause 5.3 (2), (4), (5) and clause 5.6 if the Seller's Solicitor:
  - (a) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.6) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (b) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
  - (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (6) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (7) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

#### 19.4 **Computer System Unavailable**

- (1) If Settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or PEXA is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.
- (2) A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, Settlement is deemed to occur at the time of Financial Settlement.

#### 19.5 **Withdrawal from Electronic Settlement**

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 19.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) The transaction is not a Qualifying Conveyancing Transaction; or

- (b) A party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to PEXA; or
  - (c) The Buyer's or Seller's Financial Institution is unable to settle using PEXA.
- (3) If clause 19.5 (2) applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

## 19.6 Costs

- (1) Each party must pay its own fees and charges of using PEXA for Electronic Settlement.

## 19.7 Definitions for Clause 19

In Clause 19:

- (1) **Digitally Sign** and **Digital Signature** have the meaning in the ECNL.
- (2) **ECNL** means the Electronic Conveyancing National Law (Queensland).
- (3) **Electronic Conveyancing Documents** has the meaning in the *Land Title Act 1994*.
- (4) **Electronic Lodgement** means lodgement of a document in the Land Registry in accordance with the ECNL.
- (5) **Electronic Settlement** means Settlement facilitated by PEXA.
- (6) **Electronic Workspace** means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement.
- (7) **Financial Settlement** means the exchange of value between Financial Institutions in accordance with the Financial Settlement Schedule.
- (8) **Financial Settlement Schedule** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.
- (9) **PEXA** means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents.
- (10) **Qualifying Conveyancing Transaction** means a transaction that is not excluded for Electronic Settlement by the rules issued by PEXA, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

## 20 Miscellaneous

### 20.1 Risk

- (1) The Lot and The Chattels are at the risk of the Seller until the Settlement Date.
- (2) If the Lot or any part of the development are destroyed or substantially damaged before the Settlement Date, then the Seller may cancel this Contract by giving notice in writing to the Buyer.

### 20.2 Guarantee and Indemnity

- (1) If the Buyer is:
  - (a) a company or corporate trustee which is not listed on the Australian Stock Exchange; or
  - (b) an individual and is the trustee of a trust,

then the Buyer agrees to procure the signing of the until the guarantee and indemnity appearing after at the end of this Contract ("Guarantee and Indemnity") in favour of the Seller by the Guarantor(s) named at item 6 of the Reference Schedule (if any) to give the

signed Guarantee and Indemnity to the Seller immediately after the signing of this Contract by the Buyer.

- (2) Without limiting or otherwise waiving the Seller's rights in respect of a breach by the Buyer of clause 20.2 (1), this Contract shall be voidable at the option of the Seller but binding on the Buyer until the earlier of the Settlement Date or the signing by all of the directors of the Buyer and the delivery to the Seller of the Guarantee and Indemnity required by special condition 20.2 (1).

#### 20.3 **Display Units and Signs**

The Seller may use reasonable methods to sell other lots in the Scheme, including signs on the common property and having display lots.

#### 20.4 **No Caveats**

The Buyer must not lodge a caveat over the Land, the Lot or any part of it. The Buyer irrevocably appoints the Seller and its directors, separately, to be the Buyer's attorney to sign a withdrawal of a caveat lodged by the Buyer contrary to this Clause. However, this Clause does not stop the Buyer lodging a caveat over the Lot after establishment of the Scheme.

#### 20.5 **No Assignment by Buyer**

The Buyer may not assign the benefit of the Contract.

#### 20.6 **Seller's Right to Transfer Scheme Land**

- (1) Subject to Clause 20.6(2), the Seller may:
  - (a) transfer an interest in the Land (including the Lot) to another party ("**Transferee**");
  - (b) transfer its interest in this Contract.
- (2) If the Seller does any of the things in Clause 20.6(1) then:
  - (a) the Seller must ensure that the Transferee signs, and the Buyer must sign, a deed in which the Buyer and the Transferee agree to comply with the terms of this Contract as if the Transferee was the Seller; and
  - (b) on Settlement the Buyer must accept a transfer signed by the registered owner of the Scheme Land or Lot (as the case requires).
- (3) The deed referred to in Clause 20.6(2) (a) must be prepared by the Seller's Solicitor at the Seller's cost.
- (4) On signing of the Deed, the Seller shall be released from all liability to the Buyer under this Contract.
- (5) The Buyer irrevocably appoints the transferee to be its attorney on the same terms and conditions as Clause 18.
- (6) The Buyer consents to the Seller doing any of the things in Clause 20.6(1).

#### 20.7 **Dealings with Land**

The Seller may deal with the Land prior to Settlement and without limitation, may:

- (1) mortgage charge or give other securities over the Land; and
- (2) enter into joint ventures or similar agreements in connection with Land;

and the Buyer must not object to any dealings by the Seller and where requested by the Seller must sign anything reasonably necessary to enable the Seller to deal with the Land in accordance with this clause.

#### 20.8 **Continuing Obligations – No Merger**

Each obligation and warranty that is capable of having future operation continues in force although this Contract has otherwise been fully performed.

#### 20.9 **Consents**

If, by any law, the consent of any person is required for the sale or the performance of any term of this Contract, this Contract is subject to that consent being given and the relevant party must apply for the consent and pursue the application. If consent is not granted:

- (1) by Settlement, if it is a consent that the Seller needs; or
  - (2) within thirty (30) days after the date of this Contract, if it is a consent that the Buyer needs;
- then the Buyer or the Seller may terminate the Contract by notice to the other party.

#### 20.10 **Foreign Investment**

- (1) The Buyer warrants that the statement in Item 18 of the Reference Schedule is correct.
- (2) If the Buyer's warranty and representation is not correct, the Buyer will be taken to be in breach of an Essential Term.
- (3) If the Buyer does not declare in Item 18 of the Reference Schedule that the Buyer is a Foreign Person then the Buyer warrants that either:
  - (a) the Buyer's purchase of the Property is not a notifiable action; or
  - (b) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (FATA).
- (4) If the Buyer declares at Item 18 of the Reference Schedule to this Contract that the Buyer is a Foreign Person then:
  - (a) this contract is subject to the Treasurer of the government of the Commonwealth of Australia (Treasurer) or his delegate consenting to or providing a notice that the Treasurer has no objections (or similar) to the Buyer's purchase of the Lot under FATA (FIRB Approval) within 40 days after the Contract Date (Approval Date); and
  - (b) the Buyer must make an application for FIRB Approval within 7 days after the Contract Date (Application Date). The Buyer must promptly pay all fees and taxes associated with the application and FIRB Approval. This clause is an Essential Term.
- (5) the Buyer must give notice to the Seller of the outcome of the application for FIRB Approval within 5 Business Days of determination by the Treasurer that:
  - (a) FIRB Approval has been obtained (and must provide a copy of the approval letter verifying this); or
  - (b) FIRB Approval has not been obtained (with a copy of the refusal letter) and that this contract is terminated.
- (6) If the Buyer fails to give notice to the Seller by 5.00pm on the Approval Date, then the Seller may terminate this contract by notice in writing to the Buyer. The Seller's right to terminate is subject to the Buyer's continuing right to give notice to the Seller under sub-clause (5).
- (7) This clause cannot be waived by the Buyer or Seller

#### 20.11 **Severability**

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

#### 20.12 **Variation**

An amendment or variation to this Contract is not effective unless it is in writing and signed by the parties.

#### 20.13 **Waiver**

- (1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.



- (2) A waiver is not effective unless it is in writing.

**20.14 Costs**

The Buyer must pay the stamp duty on this Contract. Apart from that, each party must pay its own costs. If asked, the Buyer must give the Seller evidence at settlement that it has paid the stamp duty on this Contract or pay to the Seller, with the Balance Purchase Price, the amount of the stamp duty, which the Seller must pay to the Office of State Revenue.

**20.15 Notices**

- (1) A notice under this Contract:
- (a) must be in writing;
  - (b) may be given by a party or its solicitor; and
  - (c) may be:
    - (iii) sent by prepaid ordinary post to the address of a party or its solicitor as stated in the Reference Schedule ("**Party's Address**");
    - (iv) sent to the email address of a party or its solicitor as stated in the Reference Schedule or another known (previously communicated to) email address of the solicitor; or
    - (v) otherwise delivered at the Party's Address.
- (2) A notice must be treated as received:
- (a) if sent by post, on the second Business Day after posting;
  - (b) if sent by email, the time of receipt of the email in the recipient's mail server; or
  - (c) if otherwise delivered at the Party's Address, upon delivery.
- (3) A notice sent or delivered in a manner provided by Clause 20.15(1) 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.

**20.16 Governing Law and Jurisdiction**

- (1) The law of Queensland governs this Contract.
- (2) The parties submit to the non-exclusive jurisdiction of the Courts of Queensland and the Federal Court of Australia.

**20.17 Counterpart**

- (1) This Contract may be executed in a number of counterparts and all such counterparts taken together constitute one and the same Contract;
- (2) This Contract is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by facsimile machine or by email (sent in portable document format ("pdf") or equivalent electronically secured format):
- (a) Must be treated as an original counterpart;
  - (b) Is sufficient evidence of the execution of the original; and
  - (c) May be produced in evidence for all purposes in place of the original.

**20.18 Privacy Notice and Consent**

- (1) Where the Seller is an entity to which the *Privacy Act* 1988 applies then the Seller agrees to only collect and use Personal Information (as defined in the Privacy Act) related to the Buyer and the Guarantor in accordance with the Seller's Privacy Policy (which can be

found on the Seller's website) and the Australian Privacy Principles. The Buyer and the Guarantors consent to their Personal Information being:

- (a) Used by the Seller as part of the Seller's business including in connection with:
  - (i) The purchase, development and sale of the land;
  - (ii) The proposed sale of an interest in the Seller's business;
  - (iii) Raising finance;
  - (iv) Internal reporting;
  - (v) Reporting to any related or associated entity of the Seller or any financier or advisor of the Seller;
  - (vi) Direct marketing;
  - (vii) The management of this contract;
  - (viii) The caretaking and or letting rights in relation to the Scheme or the sale of such rights in relation to the Scheme;
  - (ix) Any use specified in the Seller's Privacy Policy; and
- (b) Disclosed by the Seller:
  - (i) If required or authorised by law; or
  - (ii) To any one or more of: any related body corporate (as defined in the Corporations Act) financier or advisor of the Seller; any person in connection with the proposed sale of an interest in the Seller's business; any agent engaged by the Seller and notified to the Buyer; any contractor or service provider involved in the construction, finishing or management of the Lot of the Building or Land; the Body Corporate any of whom may be located outside Australia; any caretaker or letting agent for the Scheme; the buyer of the caretaking and or letting rights relating to the Scheme and or their professional advisors.
  - (iii) Where such parties described above are located outside Australia then the Seller shall not be obliged to ensure that that the overseas recipient complies with the Australian Privacy Laws or be liable or accountable for how that recipient handles your personal information and accordingly that recipient may not be obliged to comply with the Australian Privacy Laws and if they are not you will not have any redress under the Australian Privacy Laws for a breach by them.

#### 20.19 **Electrical Safety Switch and Smoke Alarm:**

- (1) The Lot is intended to be a "domestic" dwelling on residential land for the purposes of the *Fire & Emergency Services Act 1990*. The Seller gives notice to the Buyer that at Settlement a smoke alarm or smoke alarms complying with the *Fire & Emergency Services Act 1990* are intended to be installed in the Lot. Pursuant to s104 RK of the *Fire & Emergency Services Act 1990*, **the Seller will advise** the Buyer by written notice prior to Settlement confirming this installation.
- (2) The Lot is intended to be a "domestic residence" for the purposes of the *Electrical Safety Regulation 2013*. The Seller gives notice to the Buyer that at Settlement an approved safety switch for general purpose socket outlet are intended to be installed in the Lot. Pursuant to s82 of the *Electrical Safety Regulation 2013* **the Seller will advise** the Buyer by written notice prior to Settlement confirming this installation.

#### 20.20 **Instalment Contract**

- (1) If this Contract is an instalment contract as referred to in section 71 of the *Property Law Act 1974*, then the Buyer hereby consents to the Seller granting a mortgage or charge over the Scheme Land and/or the Lot.

#### 20.21 **Buyer's Obligation to Disclose Rebates**

- (1) The Buyer confirms that it will disclose to all parties such as financiers to the Buyer, full and complete details of any rebate, concession or other discount against the Purchase Price afforded to the Buyer whether detailed in this Contract or otherwise so as to ensure that any interested party is fully appraised and does not misunderstand the financial terms of the Contract and associated arrangements (if any) between the Seller and the Buyer.

- (2) The Buyer confirms that any declaration it makes with respect to the Contract or the Transfer Documents will be true and correct and complete in every respect.
- (3) The Buyer consents to the Seller disclosing any rebate, concession, discount or other valuable consideration as referred to in this clause to any Buyer's financier or similar interested party.

### **Deed of Guarantee and Indemnity**

**Dated:** the same Contract Date stated in the Reference Schedule of the Contract to which this Deed of Guarantee and indemnity is annexed

**Given by:** the guarantor named in the Reference Schedule of the Contract

**To:** **NPG DEVELOPMENTS NO 1 PTY LTD A.C.N. 648 999 375**

18 Captains Court,  
Cleveland QLD 4163  
jay@elthamprojects.com.au

### **Background**

1. The Buyer has offered to enter into the sale contract to which this deed of Guarantee and Indemnity is annexed ("Contract") and at the request of the Guarantor, the Seller has agreed to enter the Contract conditional upon and subject to this Guarantee and Indemnity being given.
2. The Guarantor has offered to give this guarantee and indemnity if the Seller enters into the contract.

### **Operative provisions**

1. The Guarantor jointly and severally guarantees to the Seller the due performance, the observance and fulfilment by the Buyer of the provisions of the Contract.
2. The Guarantor jointly and severally indemnifies the Seller from all damages, costs, losses and expenses (including legal fees on the solicitor and own client basis) which the Seller may suffer or incur consequent upon or arising directly or indirectly out of any breach or non-observance by the Buyer of the Contract.
3. This Guarantee and Indemnity continues and the guarantor remains liable to the Seller notwithstanding that, as a consequence of any breach or non-observance on the part of the Buyer, the Seller exercises any of its rights under the Contract and notwithstanding that the Buyer may be wound up, subject to external administration or enter into a compromise or arrangement with its creditors or that the Contract is or becomes unenforceable either in whole or in part.
4. The liability of the Guarantor is not affected by;
  - a. any assignment of the Contract by the Buyer;
  - b. the granting of time or other indulgence or concession to the Buyer or a co-guarantor;
  - c. the compounding, compromise, release, abandonment, waiver, variation, relinquished and all renewal of any of the rights of the Seller against the Buyer or any co-guarantor;
  - d. any neglect or omission relating to sureties which would or might but for this provision release the Guarantor from its obligations;
  - e. any variation to the Contract;
  - f. the termination of the Contract;
  - g. the fact that one or more of the parties named as guarantor had not signed this deed; or

- h. any assignment by the Seller of the Seller's interest in the Lot or the land over which the proposed community title scheme is proposed to be registered.
- 5. The Guarantor waives all claims and rights which might otherwise be inconsistent with the rights of the Seller including, but not limited to, the claimed existence of any conditions precedent.
- 6. If the Seller transfers its interest in the Lot, the land over which the proposed community title scheme is proposed to be registered, or the Contract (or any part of them), the Seller may also assign the benefit of all of the Guarantor's obligations under this deed.
- 7. This Guarantee and Indemnity continues and remains in full force and effect until the due performance, observance and fulfilment by the Buyer of all of the provisions of the Contract.
- 8. The Guarantor gives the following warranties and the Seller reliance on them in entering into the Contract:
  - a. the Guarantor has read and understood the Contract and this Deed;
  - b. the Guarantor has sought and obtained such independent legal and financial advice as the Guarantor requires before executing this Deed; and
  - c. the Guarantor's entry into this deed is not the result of any representation, promise or statement by the Seller or anyone on the Seller's behalf that is not contained in this Deed.
- 9. The "Guarantor" includes the executors, successors, administrators and permitted assigns of the Guarantor.
- 10. If the Guarantor is a trustee, it is bound both personally and in its capacity as a trustee. In such circumstances, "Guarantor" includes the Guarantor's successors as trustee of the trust and any co-trustees. A trust means any trust of which the Guarantor is a trustee, whether the existence of the trust is disclosed to the Seller or not.
- 11. The Seller and Buyer referred to in this deed are the Seller and Buyer named in the Contract. A term defined in the Contract has the same meaning in this Guarantee and Indemnity, and Clauses 6.1 (Time of Essence), 20.16 (Governing Law and Jurisdiction), and 20.17 (Counterpart) apply to this Guarantee and Indemnity as if they were contained in it.
- 12. This Deed of Guarantee and Indemnity takes effect as a deed, and execution by the Guarantor has been attested to an independent witness whose signature appears as indicated on the execution page.

# **SCHEDULE 1**

**PRELIMINARY PLANS**



BUILDING APPROVAL

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ChID	Change Name
01	Rationalisation of external walls
02	Inclusion of pedestrian path for direct access to Thompson Street
03	Inclusion of pool services
04	Inclusion of doors and vents as per fire engineering and mechanical engineering advice

Date	Issue Details	Checked
06.02.2023	G TP Lodgement	EA/GL
03.03.2022	F Response to info Req. EA/GL	EA/GL
03.03.2022	E Response to info Req. EA/GL	EA/GL
21.01.2022	D Response to info Req. EA/GL	EA/GL
13.01.2022	C Response to info Req. EA/GL	EA/GL
18.11.2021	B TP Lodgement	EA/GL
11.11.2021	A TP Lodgement	EA/GL

HAYES  
ANDERSON  
LYNCH  
ARCHITECTS PTY LTD

ARCHITECTS  
TOWN PLANNERS  
INTERIOR DESIGNERS

3 / 709 MAIN STREET  
KANGAROO POINT QLD 4169

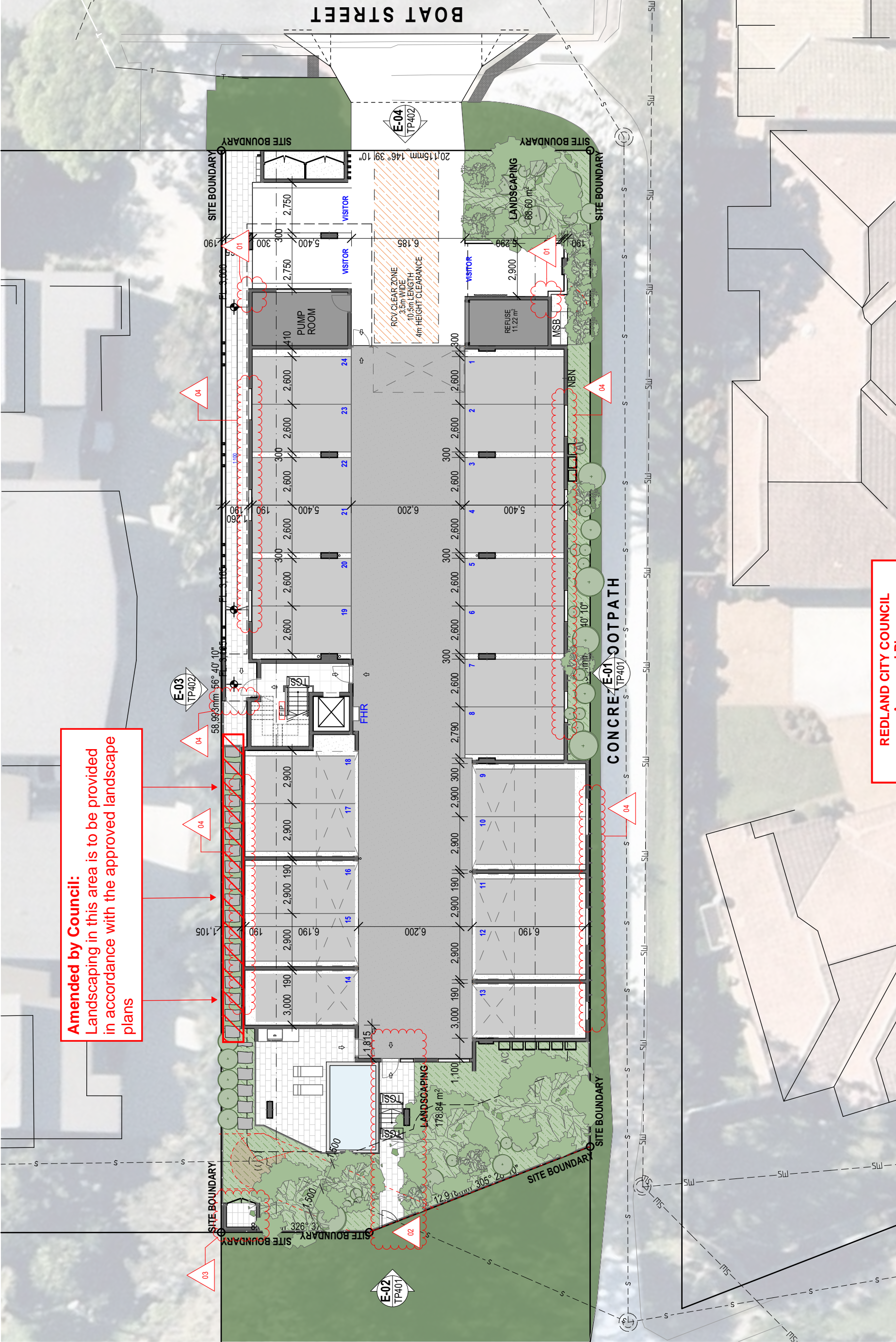
P + 61 7 3 8 5 2 3 1 9 0  
E reception@halarchitects.com.au  
W www.halarchitects.com.au



Project  
**La Mer Apartments**  
24 Boat Street, Victoria Point, QLD 4165

Drawing Title  
**Ground Floor Plan**

Scale @ A3	Drawn:	Checked:
1:200	DZ/DLJS	EA/GL
Project Number	Drawing Number	Issue
H4329BOA	TP201	G



**Amended by Council:**  
Landscaping in this area is to be provided in accordance with the approved landscape plans

**REDLAND CITY COUNCIL**  
**Approved Plan**  
**14/03/2023**  
**Application No. MCU21/0197.02**  
See Decision Notice for conditions of approval

**Ground Floor Plan**  
**1:200**

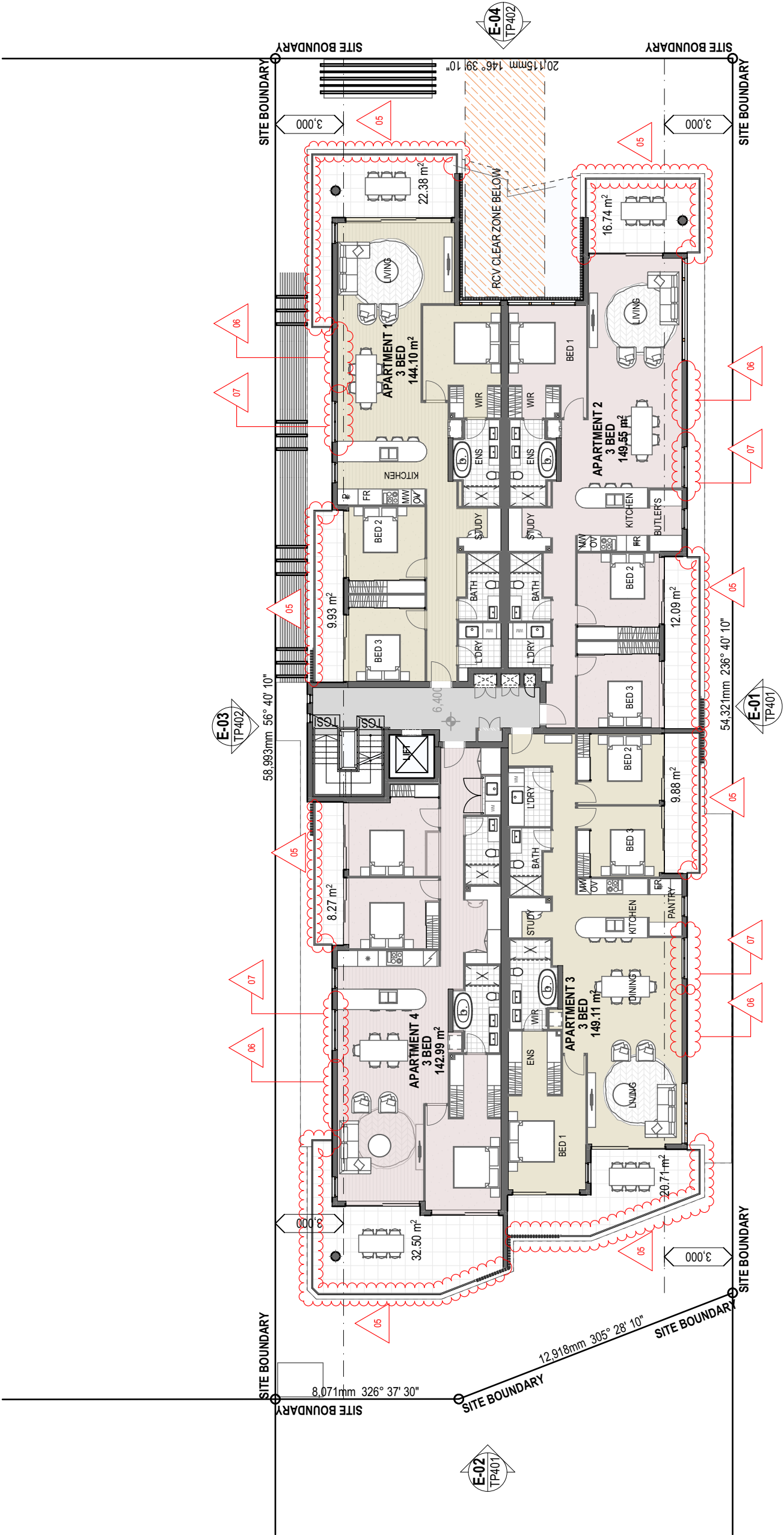


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CHID	Change Name
05	Rationalisation of balconies and balustrades
06	Window removed
07	Increased width to windows

BOAT STREET



06.02.2023	G	TP Lodgement	EA/GL
03.03.2022	F	Response to Info Req	EA/GL
03.03.2022	E	Response to Info Req	EA/GL
21.01.2022	D	Response to Info Req	EA/GL
13.01.2022	C	Response to Info Req	EA/GL
16.11.2021	B	TP Lodgement	EA/GL
11.11.2021	A	TP Lodgement	EA/GL
		Issue Details	Checked

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Project  
**La Mer Apartments**  
24 Boat Street, Victoria Point, QLD 4165

Drawing Title  
**Level 1 Floor Plan**

Scale @ A3	Drawn:	Checked:
1:200	DZ/DJUS	EA/GL
Project Number	Drawing Number	Issue
H4329BOA	TP202	G

REDLAND CITY COUNCIL  
Approved Plan  
14/03/2023  
Application No. MCU21/0197.02  
See Decision Notice for conditions of approval

Level 1 Floor Plan 1:200

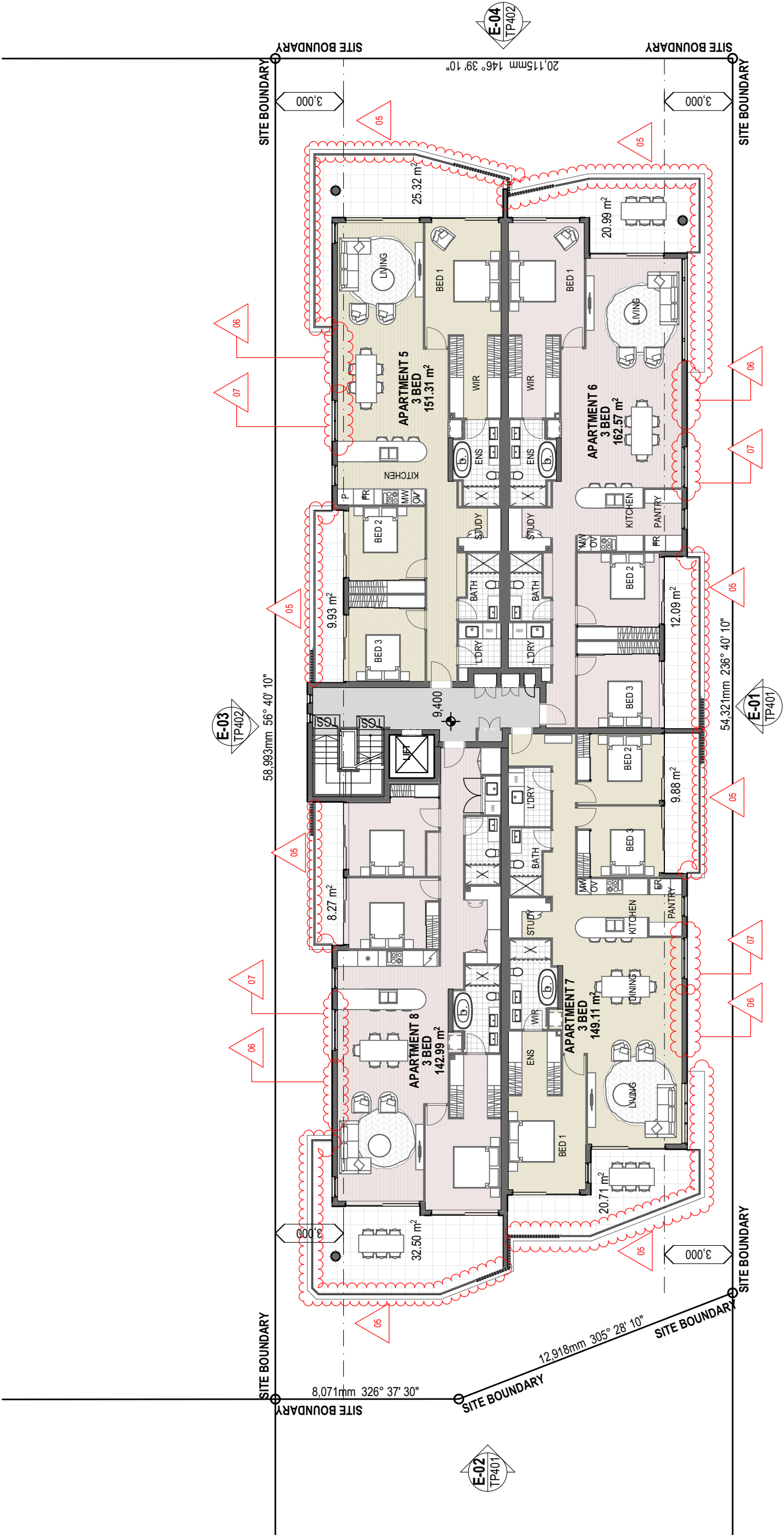


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CHID	Change Name
05	Rationalisation of balconies and balustrades
06	Window removed
07	Increased width to windows

BOAT STREET



Date	Issue Details	Checked
06.02.2023	G TP Lodgement	EA/GL
03.03.2022	F Response to Info Req	EA/GL
03.03.2022	E Response to Info Req	EA/GL
21.01.2022	D Response to Info Req	EA/GL
13.01.2022	C Response to Info Req	EA/GL
16.11.2021	B TP Lodgement	EA/GL
11.11.2021	A TP Lodgement	EA/GL

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W www.halarchitects.com.au



Project  
**La Mer Apartments**  
24 Boat Street, Victoria Point, QLD 4165

Drawing Title  
**Level 2 Floor Plan**

Scale @ A3	Drawn:	Checked:
1:200	DZ/DJUS	EA/GL
Project Number	Drawing Number	Issue
H4329BOA	TP203	G

**REDLAND CITY COUNCIL**  
**Approved Plan**  
  
14/03/2023  
  
Application No. **MCU21/0197.02**  
See Decision Notice for conditions of approval

**Level 2 Floor Plan**  
1:200

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CHID	Change Name
05	Rationalisation of balconies and balustrades
06	Window removed
07	Increased width to windows

Date	Issue Details	Checked
06/02/2023	G TP Lodgement	EA/GL
03/03/2022	F Response to Info Req	EA/GL
03/03/2022	E Response to Info Req	EA/GL
21/01/2022	D Response to Info Req	EA/GL
13/01/2022	C Response to Info Req	EA/GL
16/11/2021	B TP Lodgement	EA/GL
11/11/2021	A TP Lodgement	EA/GL

**HA YES**  
**ANDERSON**  
**LYNCH**  
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W www.halarchitects.com.au



Project  
**La Mer Apartments**  
24 Boat Street, Victoria Point, QLD 4165

Drawing Title  
**Level 3 Floor Plan**

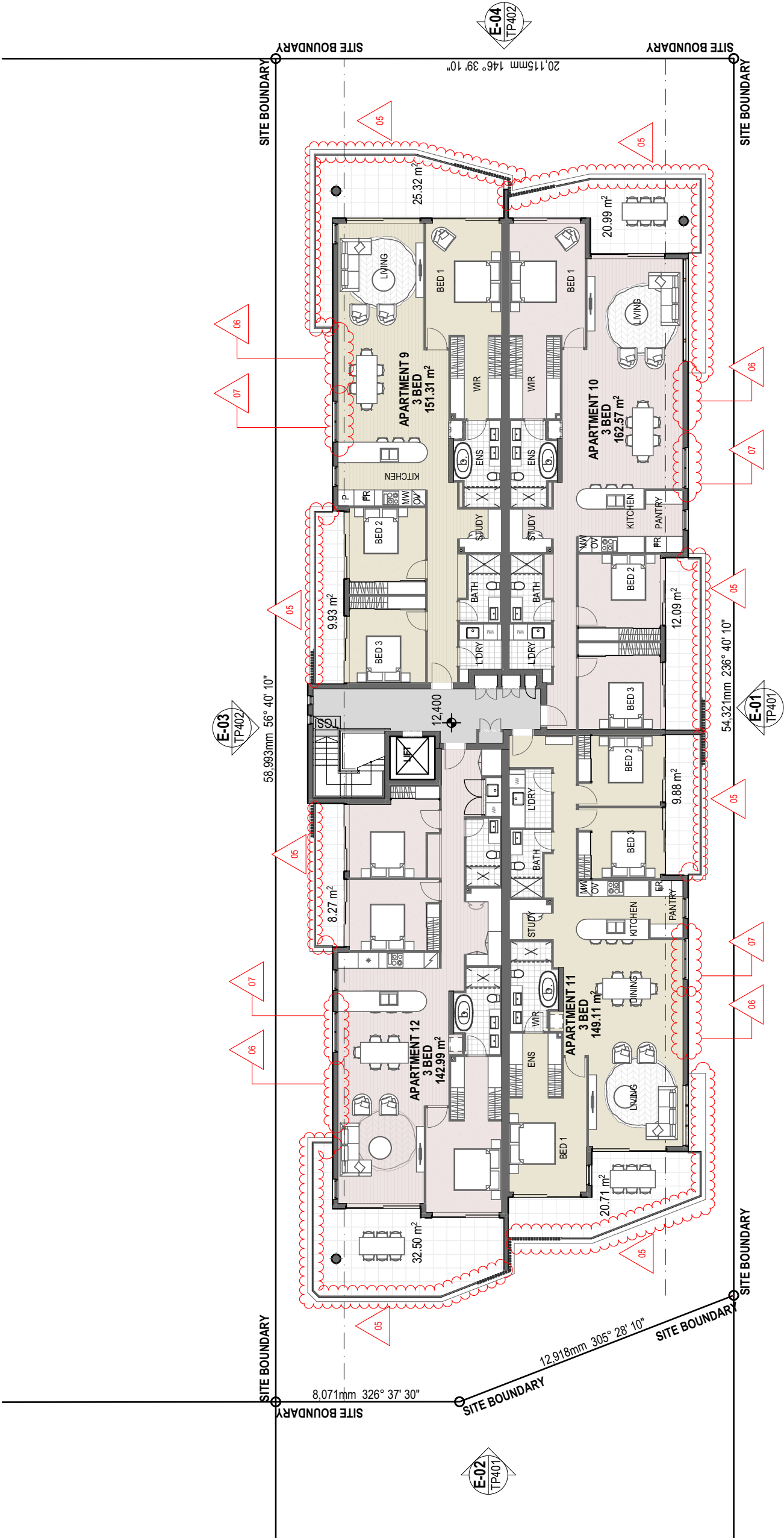
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Project Number	Drawing Number	Issue
H4329BOA	TP204	G

REDLAND CITY COUNCIL  
Approved Plan

14/03/2023

Application No. MCU21/0197.02  
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Level 3 Floor Plan  
1:200



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Work to be carried out in a neat and appropriate manner.  
Where ambiguities or discrepancies exist, Hayes Anderson Lynch Architects Pty. Ltd. shall be contacted for clarification.

CHID	Change Name
08	Rationalisation of roof

Date	Issue Details	Checked
06.02.2023	G TP Lodgement	EA/GL
03.03.2022	F Response to Info Req.	EA/GL
03.03.2022	E Response to Info Req.	EA/GL
21.01.2022	D Response to Info Req.	EA/GL
13.01.2022	C Response to Info Req.	EA/GL
16.11.2021	B TP Lodgement	EA/GL
11.11.2021	A TP Lodgement	EA/GL

HA

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Project  
**La Mer Apartments**  
24 Boat Street, Victoria Point, QLD 4165

Drawing Title  
**Roof Plan**

Scale @ A3	Drawn:	Checked:
1:200	DZ/DLJS	EA/GL
Project Number	Drawing Number	Issue
H4329BOA	TP205	G

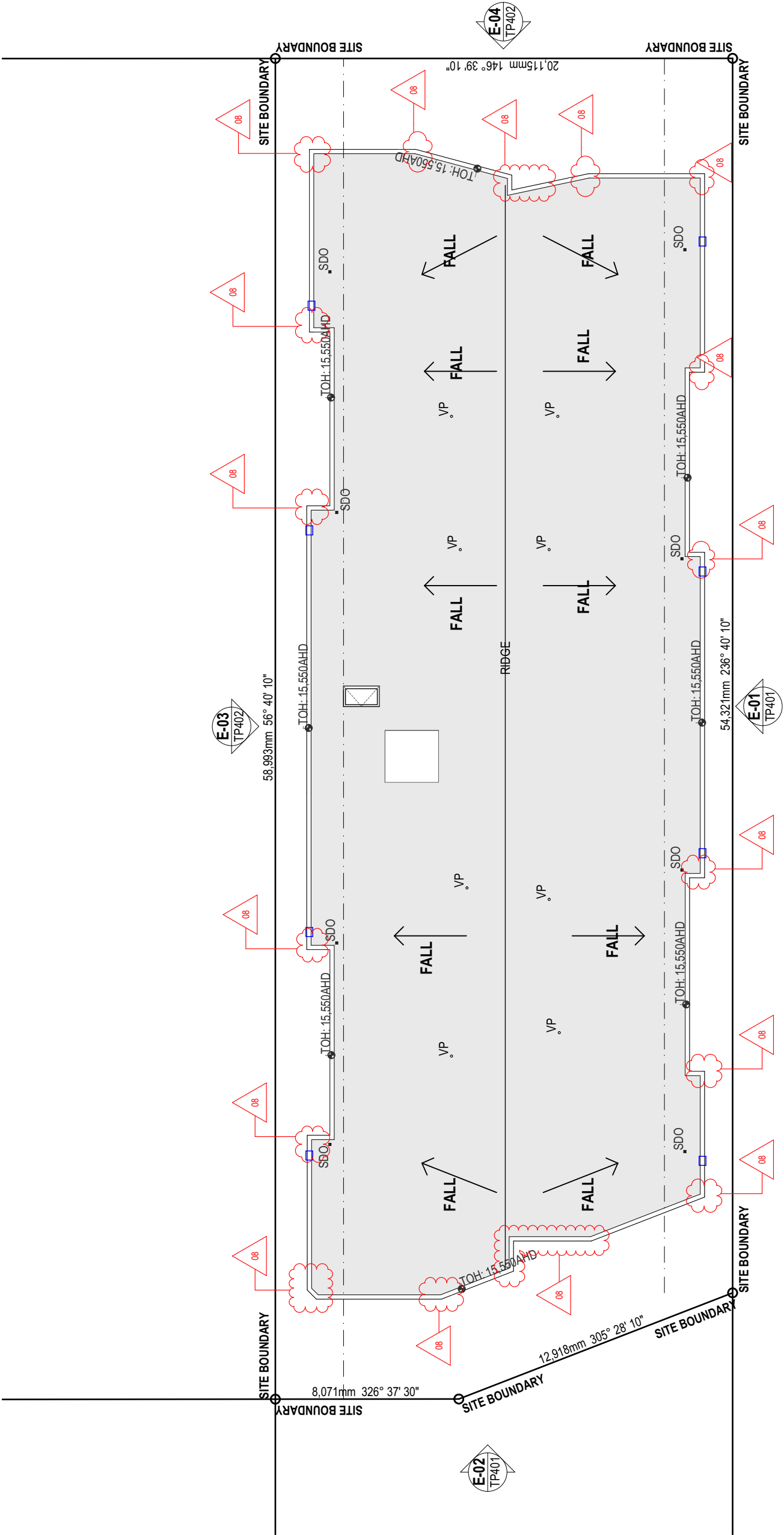
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Application No. MCU21/0197.02

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**Roof Plan**  
1:200



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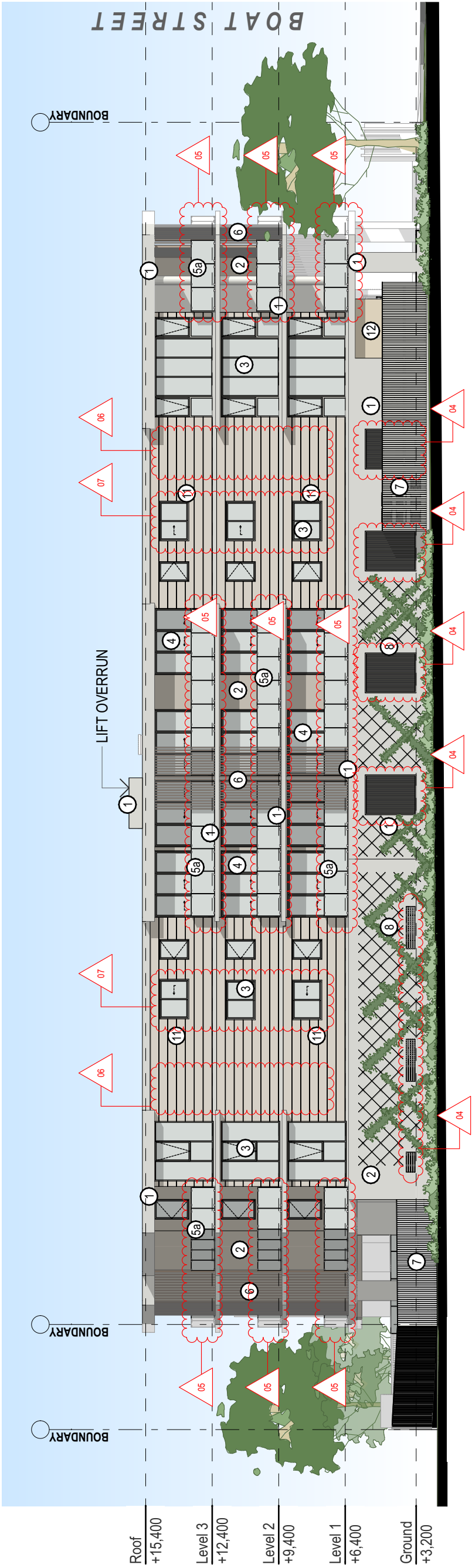
All levels are approximate only and are subject to confirmation by licensed surveyor.

All workmanship, materials and construction to comply with the Queensland Building Act 1975, the Queensland Development Code, the Building Code of Australia 2019, Premises Standard and AS1428.1.

Work to be carried out in a neat and appropriate manner.

Where ambiguities or discrepancies exist, Hayes Anderson Lynch Architects Pty. Ltd. shall be contacted for clarification.

CHID	Change Name
04	Inclusion of doors and vents as per fire engineering and mechanical engineering advice
05	Rationalisation of balconies and balustrades
06	Window removed
07	Increased width to windows
09	Materials refined



South East Elevation  
1:200

E-01

09

MATERIALS & COLOURS	
1.	Painted Render Dulux 'Snowy Mountains' or Similar
2.	Painted Render Dulux 'Stone River' or Similar
3.	Window Glass Light Grey Tinted, Aluminium powder coated frame
4.	Sliding Doors Aluminium Powder Coated Glass Light Grey Tinted
5a.	Balustrade Glass Clear Glass Reflective Metal Cap - Spigots
5b.	Balustrade Glass Obscure Glass 1.5m Above FFL Metal Cap - Spigots
6.	Privacy/Decorative screens Coated battens in feature colour
7.	Powder Coated Aluminium Custom Angle Gates Coated to Match Dulux White 'Lexcon' or Similar
8.	Vertical Garden - Wire Trellis System or similar
9.	Soffits Painted Dulux 'Snowy Mountains' or Similar
10.	Fascia To Match Cobbond 'Surfmist' or Similar
FEATURE MATERIALS	
11.	Painted Render Dulux 'Winter Terrace' or Similar with grooves
12.	Feature Stone Wall Cladding

Date	Issue Details	Checked
06.02.2023	G TP Lodgement	EA/GL
03.03.2022	F Response to Info. Req.	EA/GL
03.03.2022	E Response to Info. Req.	EA/GL
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Project  
**La Mer Apartments**  
24 Boat Street, Victoria Point, QLD 4165

Drawing Title  
**North & South Elevations**

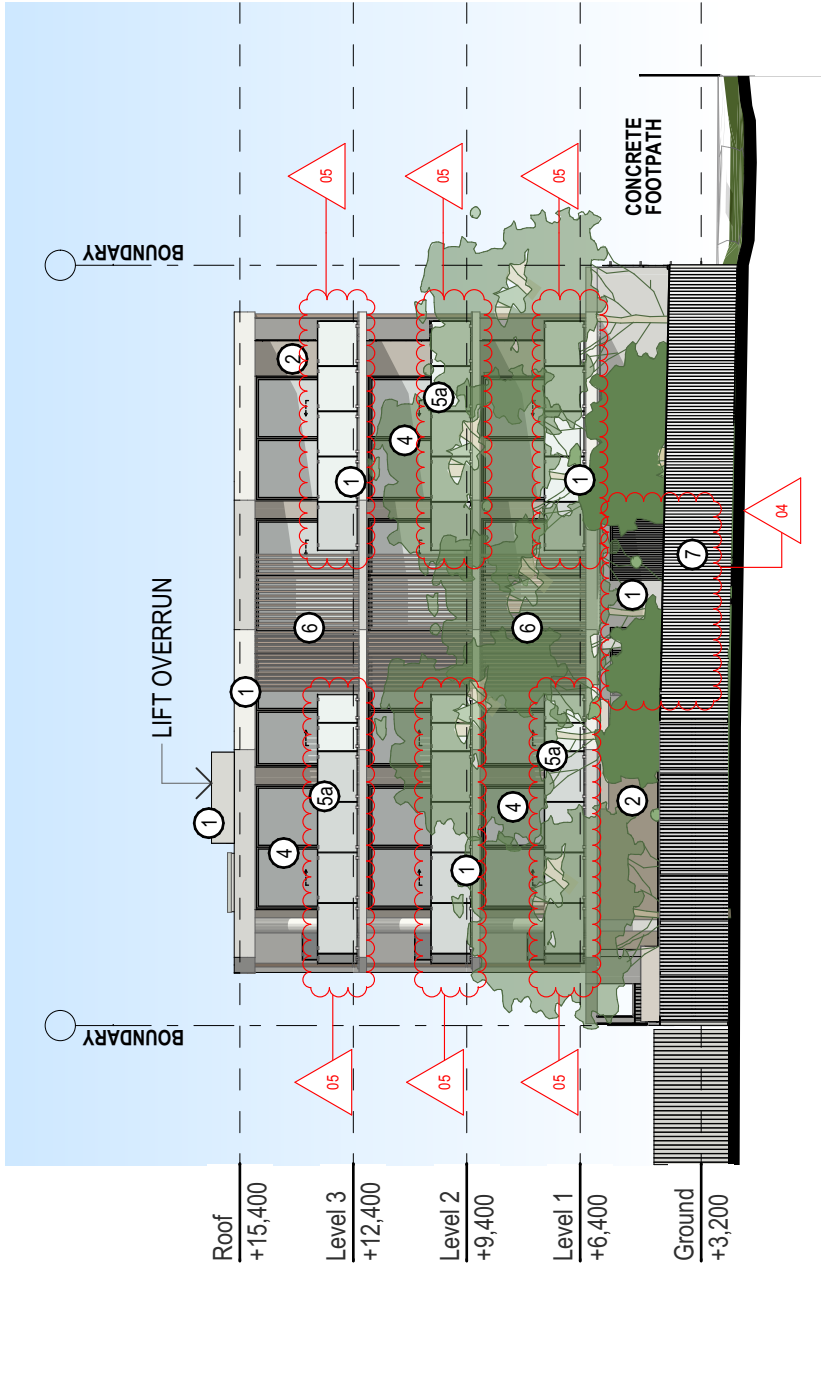
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Project Number	Drawing Number	Issue
H4329BOA	TP401	G

REDLAND CITY COUNCIL  
Approved Plan

14/03/2023

Application No. MCU21/0197.02

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South West Elevation  
1:200

E-02

BUILDING APPROVAL

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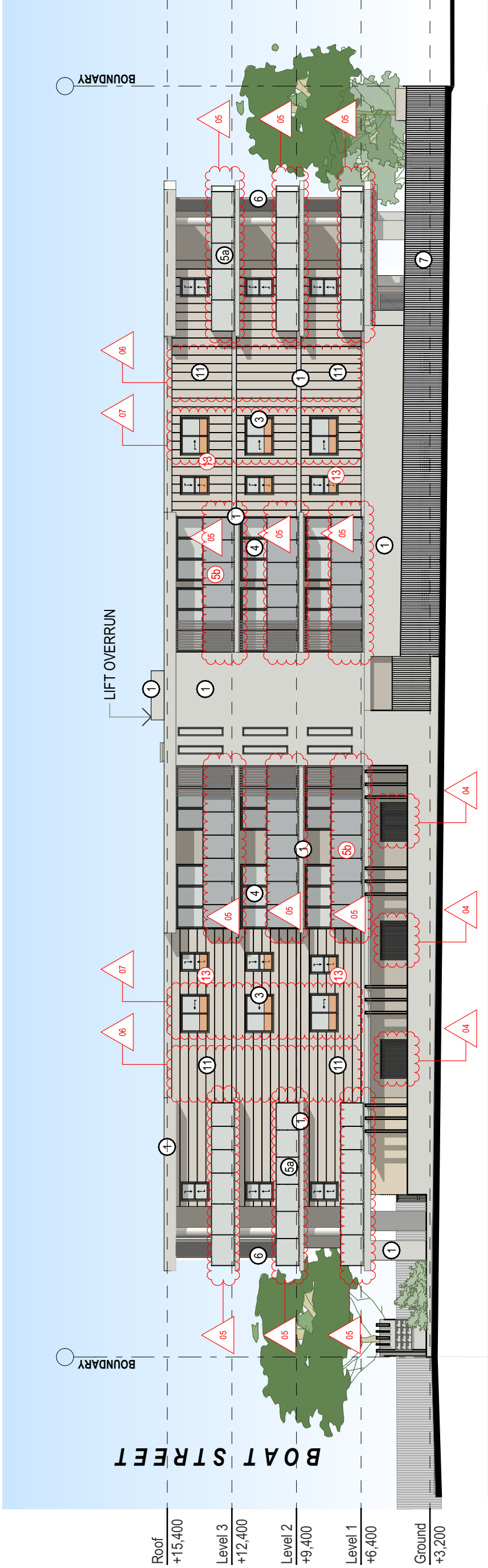
Work to be carried out in a neat and appropriate manner.

Where ambiguities or discrepancies exist, Hayes Anderson Lynch Architects Pty. Ltd. shall be contacted for clarification.

CHID	Change Name
01	Rationalisation of external walls
04	Inclusion of doors and vents as per fire engineering and mechanical engineering advice
05	Rationalisation of balconies and balustrades
06	Window removed
07	Increased width to windows
09	Materials refined

GLAZING LEGEND

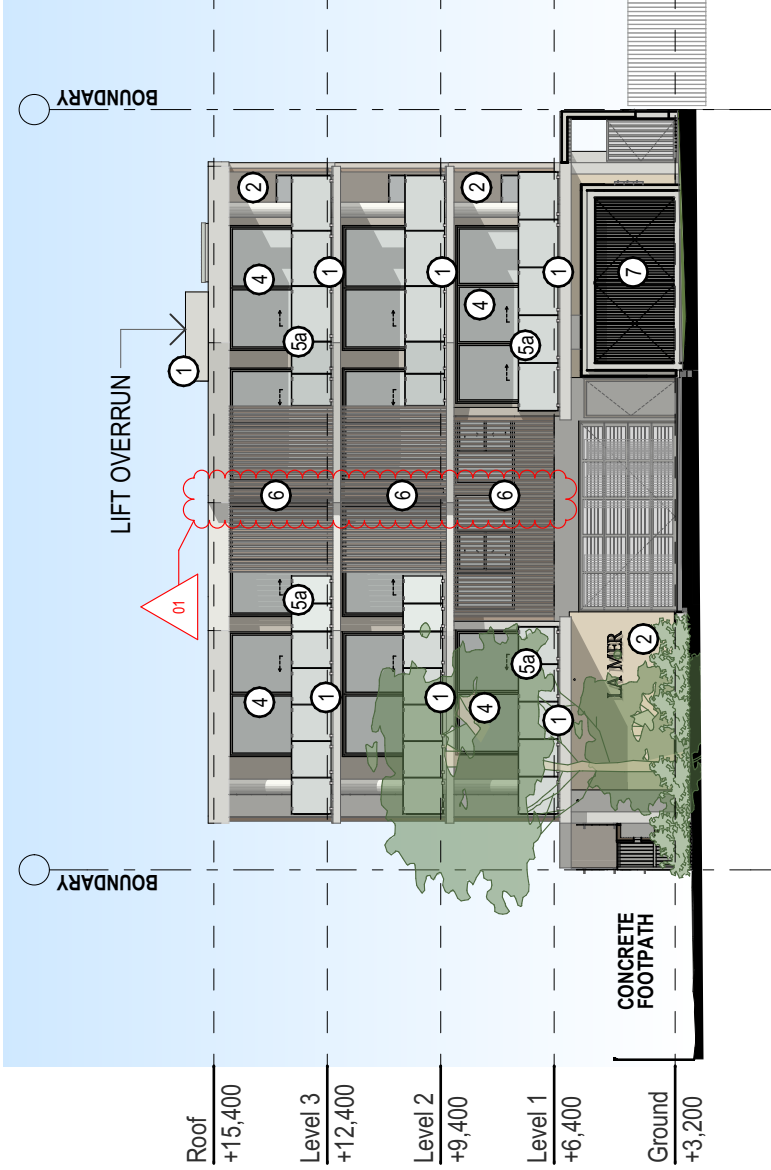
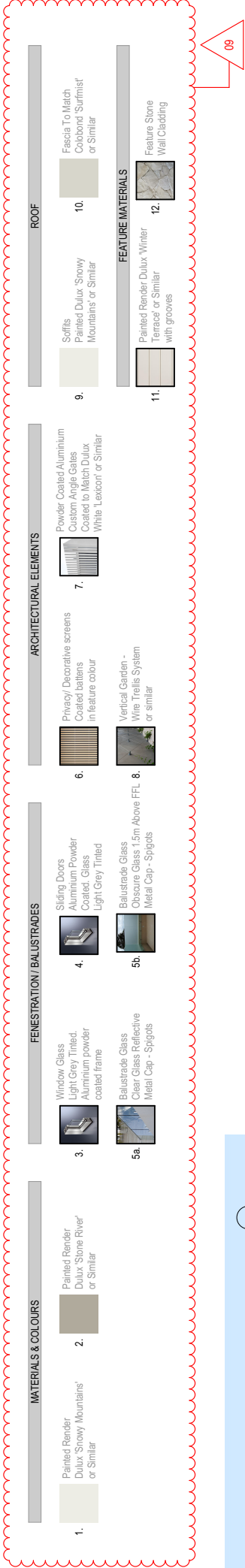
- 5b1.5m High Balustrade with obscure glazing
- 13Obscure glazing to window up to 1.5m above floor level



North West Elevation

1:200

E-03



North East Elevation

1:200

E-04

06/02/2023	G	TP Lodgement	EA/GL
03/03/2022	F	Response to Info. Req.	EA/GL
03/03/2022	E	Response to Info. Req.	EA/GL
21/01/2022	D	Response to Info. Req.	EA/GL
13/01/2022	C	Response to Info. Req.	EA/GL
16/11/2021	B	TP Lodgement	EA/GL
11/11/2021	A	TP Lodgement	EA/GL

Date	Issue Details	Checked
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**ARCHITECTS TOWN PLANNERS INTERIOR DESIGNERS**

3 / 709 MAIN STREET KANGAROO POINT QLD 4169

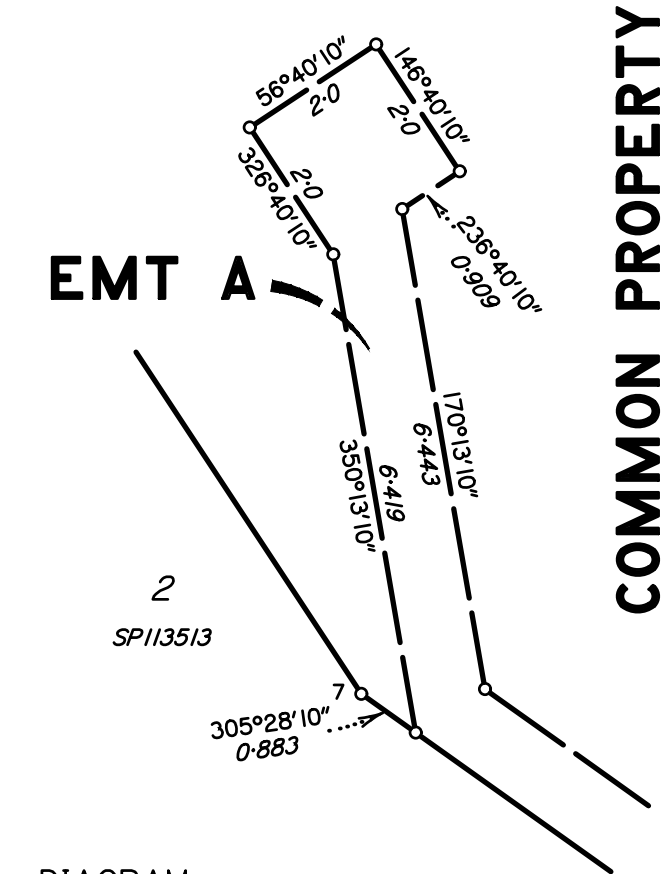
P + 61 7 3 8 5 2 3 1 9 0  
E reception@halarchitects.com.au  
W www.halarchitects.com.au



Project  
**La Mer Apartments**  
24 Boat Street, Victoria Point, QLD 4165

Drawing Title  
**East & West Elevations**

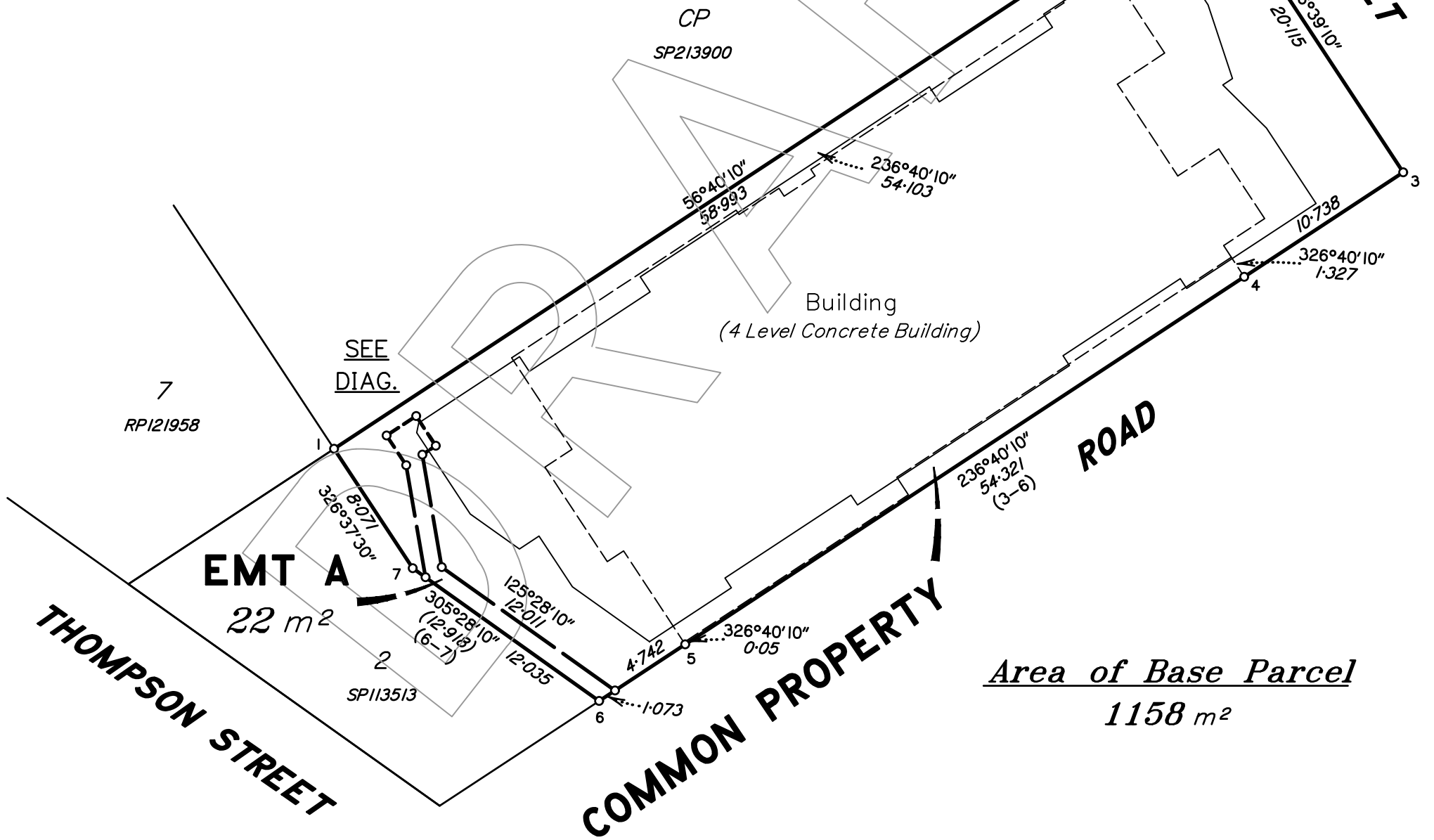
Scale @ A3	Drawn:	Checked:
1:200	DZ/DJUS	EA/GL
Project Number	Drawing Number	Issue
H4329BOA	TP402	G



Peg placed at all new corners,  
unless otherwise stated.



DIAGRAM  
Scale 1 : 100



Fyfe Pty Ltd (ACN 008 116 130) hereby certify that the land comprised in this plan was surveyed by the corporation, by Peter Douglas STEVENSON, Cadastral Surveyor, for whose work the corporation accepts responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 00/00/2022.

**Plan of Lots 101-104, 201-204, 301-304 & Common Property and Easement A in Common Property**

*Cancelling Lot 101 on RP80210*

LOCAL GOVERNMENT: REDLAND CITY

LOCALITY: VICTORIA POINT

Meridian: MGA Zone 56 Vide GNSS

Survey Records: No

Scale: 1:300

Format: BUILDING



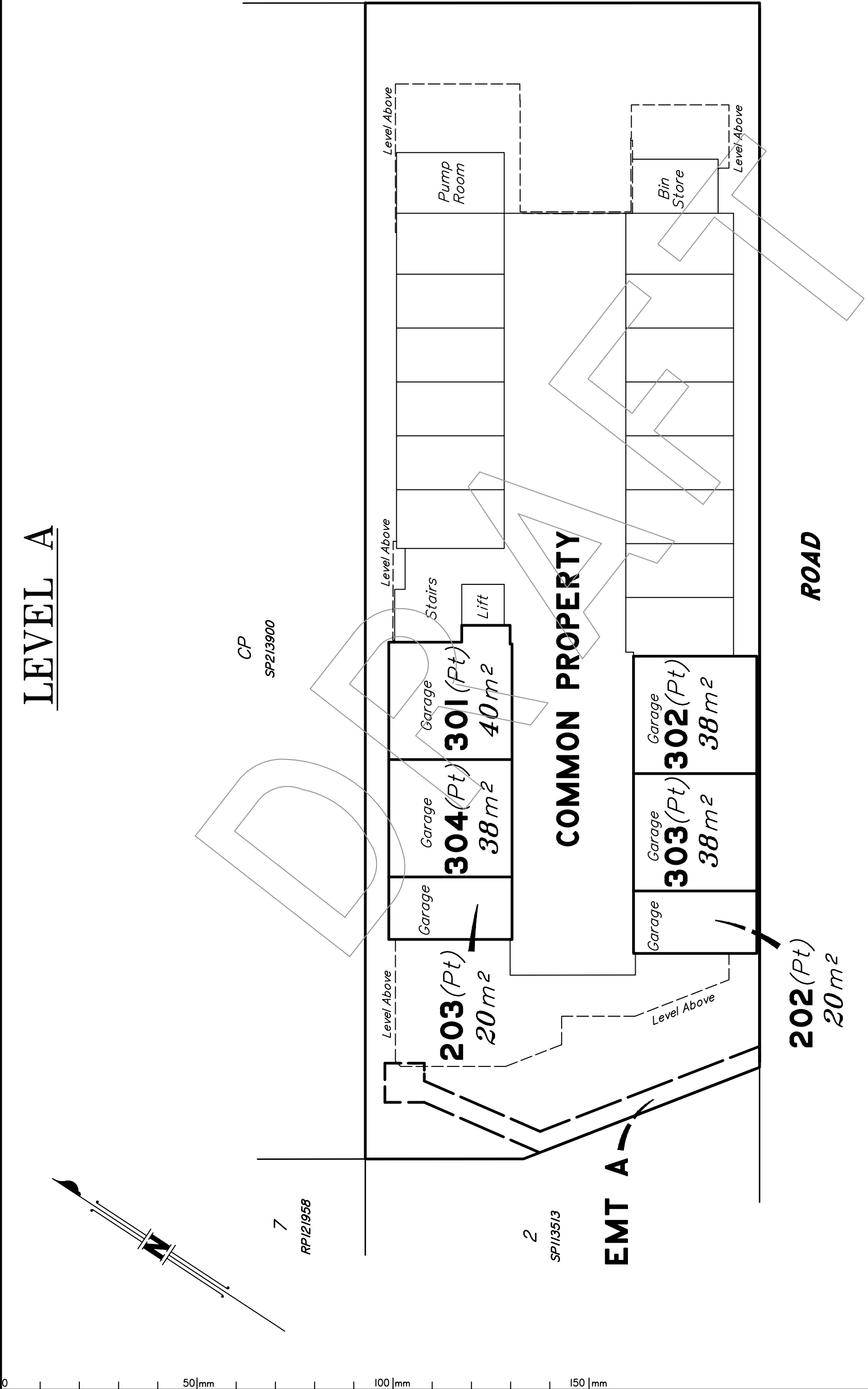
SP330836

State copyright reserved.

Date: \_\_\_\_\_ Authorised Delegate: \_\_\_\_\_

Land Title Act 1994 ; Land Act 1994 Form 21B Version 2		<div>WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</div>			Sheet 2	of 6
(Dealing No.)		4. Lodged by				
		(Include address, phone number, reference, and Lodger Code)				
I. Existing		Created				
Title Reference	Description	New Lots	Road	Secondary Interests		
	Lot 101 on RP80210	101–104, 201–204, 301–304 & Common Property	————	EMT A		
<div>DRAFT</div>						
		Date of Development Approval:				
		<div>6. Building Format Plans only.</div> <div>I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; <del>* Part of the building shown on this plan encroaches onto adjoining * lots and road</del>  ..... Cadastral Surveyor/Director*      Date *delete words not required</div>				
		<div>7. Lodgement Fees :</div> <div>Survey Deposit                      \$..... Lodgement                              \$..... .....New Titles                      \$..... Photocopy                              \$..... Postage                                  \$..... TOTAL                                    \$.....</div>				
2. Orig Grant Allocation :		5. Passed & Endorsed :		8. Insert Plan Number		
3. References : Dept File : Local Govt : Surveyor : 42141–3		By :      Fyfe Pty Ltd (ACN 008 116 130) Date : Signed : Designation :Delegate, Cadastral Surveyor		SP330836		

LEVEL A



Scale 1:200 – Lengths are in metres.

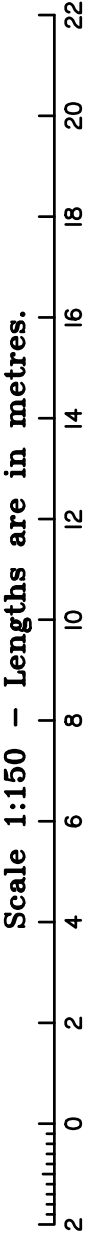
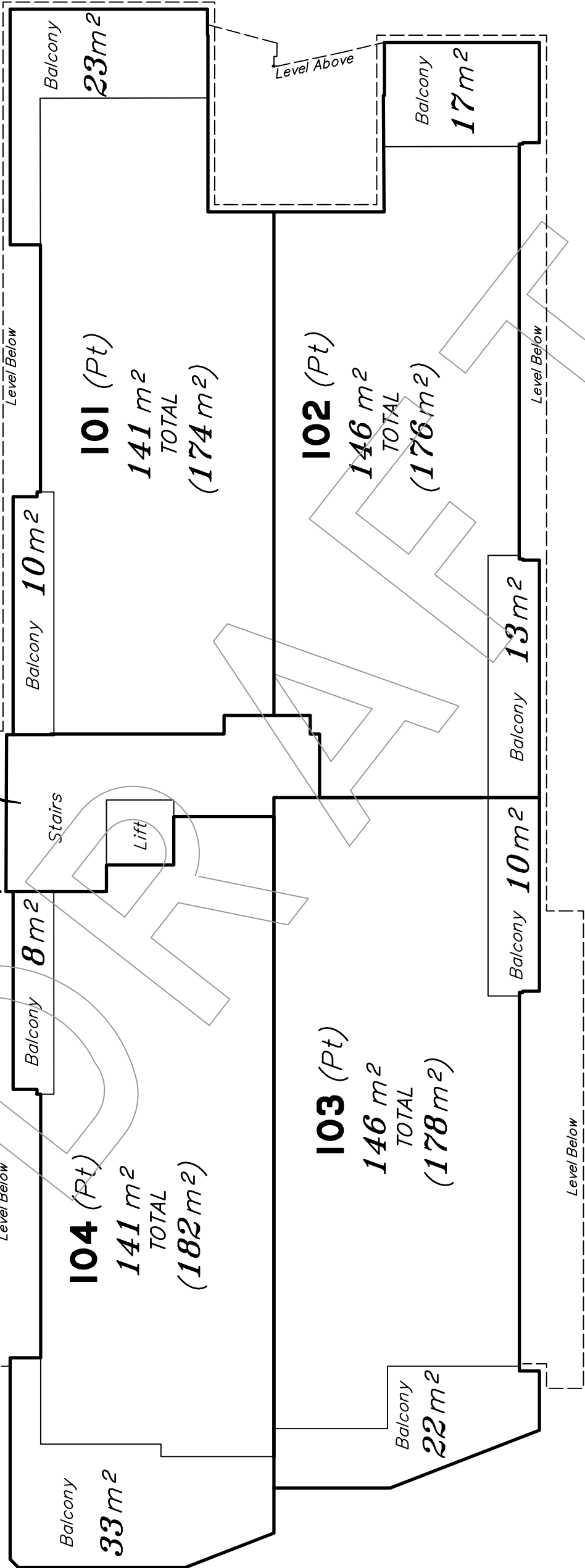
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LEVEL B

COMMON PROPERTY

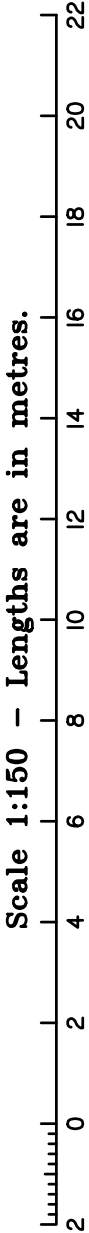
COMMON PROPERTY



LEVEL C

COMMON PROPERTY

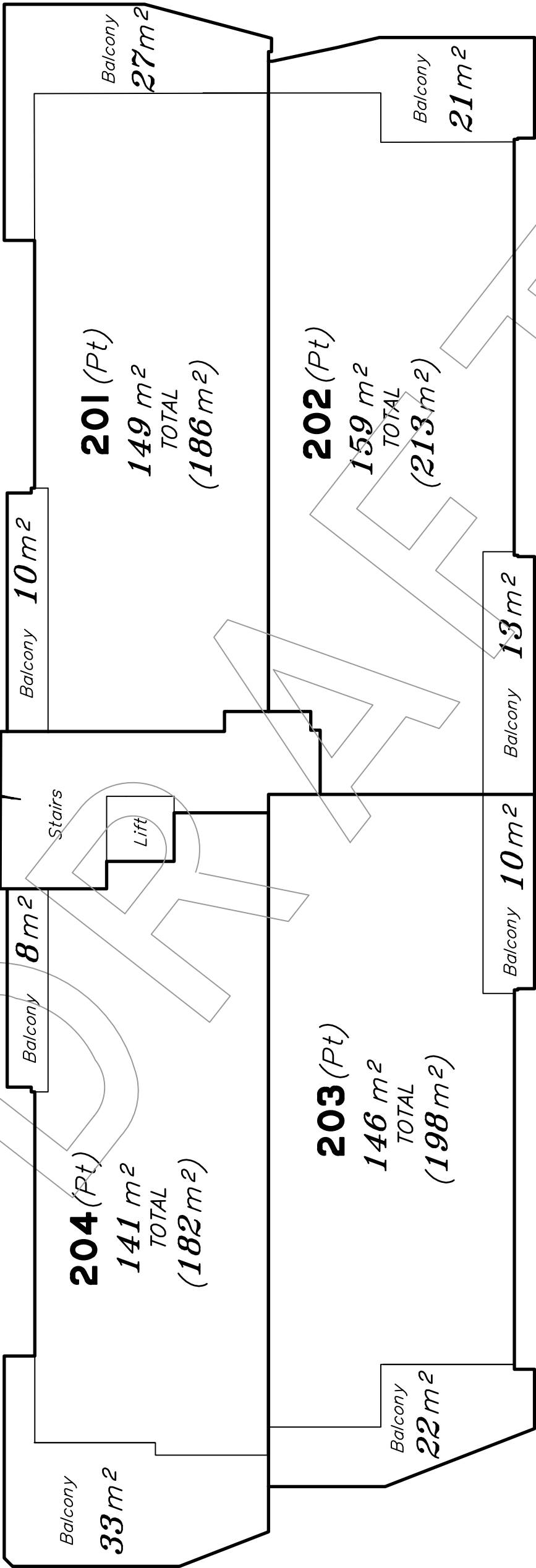
COMMON PROPERTY



Insert  
Plan  
Number

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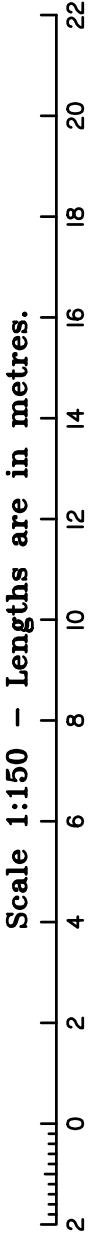
SP330836



LEVEL D

COMMON PROPERTY

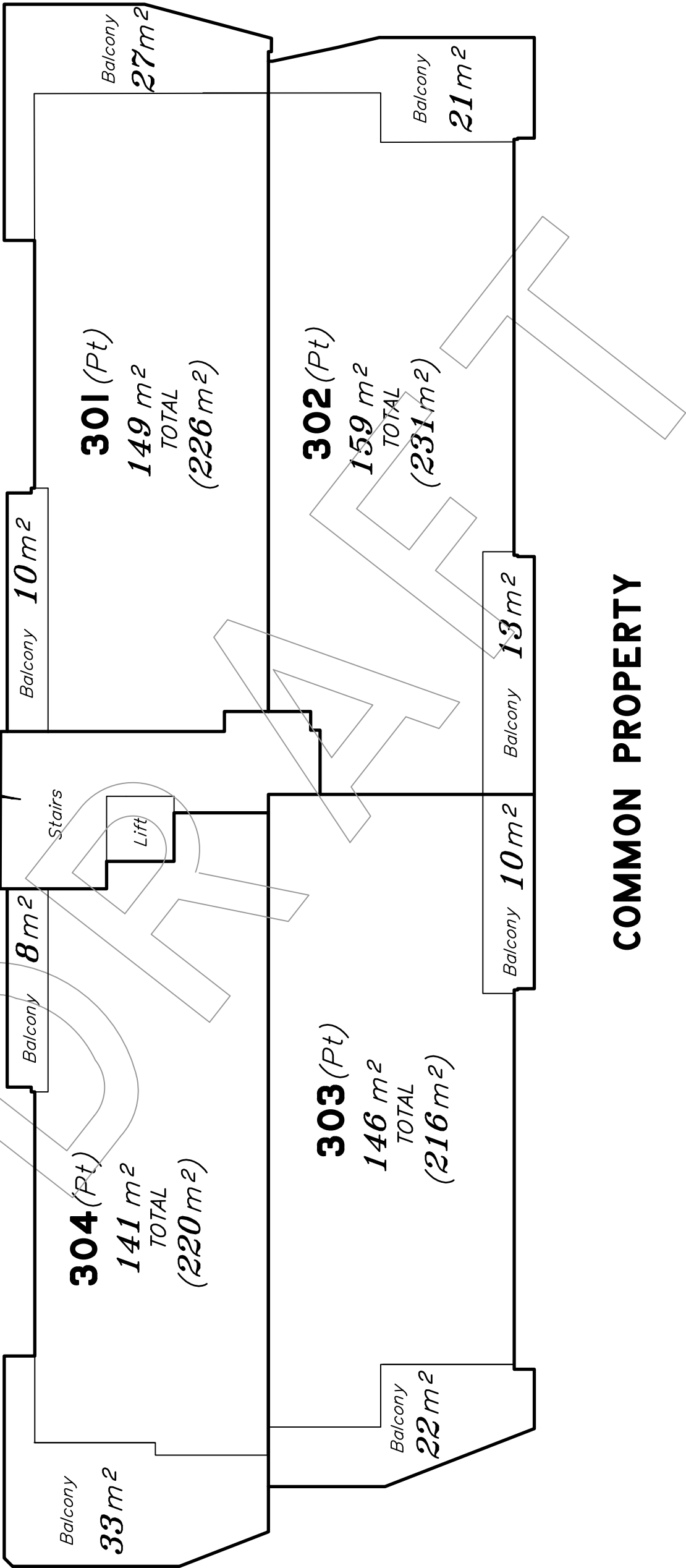
COMMON PROPERTY



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Plan  
Number

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SP330836



# **SCHEDULE 2**

## **SCHEDULE OF FINISHES**

## FINISHES SPECIFICATION

<b>LIFT</b>	Commercial (Schindler) wheelchair accessible lift servicing all levels
<b>AIR CONDITIONING</b>	Fully ducted system with compressors on ground floor - with zoning capability
<b>HOT WATER SYSTEM</b>	Stiebel Eltron instantaneous 3 phase system (hidden in cupboard in study area)
<b>APPLIANCES</b>	Each unit will have as standard, the following <b>SMEG</b> appliances:  SMEG PIP2951D 90CM Induction Cooktop SMEG SHU750X 70CM Undermount Rangehood SMEG DWAFI6214-2 Fully Intg Dishwasher SMEG SFRA9300TN Black 90CM Oven
<b>BBQ</b>	A gas BBQ connection point will be provided on each balcony serviced by community gas supply A community BBQ will be installed in the pool area
<b>ELECTRONIC SYSTEMS</b>	Intercom system to all units to front door enabling all visitors to be seen on screen Premium quality light switches and power points Smart lighting in kitchen / living and master bedroom via Google Nest Hub (buyer to supply) Feature lights over kitchen bench top, wall sconces (x2) in master bedroom, wall sconces in lobby and each level foyer Foxtel / NBN ready
<b>FLOORS</b>	Engineered Timber 190mm x 1900mm x 14mm floors to all units San Marino 100% Solution Dyed Nylon Loop carpets to all bedrooms Wet areas – full floor to ceiling tiles (600 x 600 on floors and walls) with feature tile section also Balconies – non-slip tiles to match internal tiles
<b>GARAGES</b>	Double lock up garages for all units on level 3 (with high level over bonnet storage capability, by buyer) Single lock up garage + common area additional space for units 202 and 203 Balance of garaging will be in secured under cover communal parking (with each unit being specifically nominated each car space)
<b>POOL</b>	Community Pool – heated via electric heat pump
<b>KITCHEN CABINETRY</b>	Polytec melamine - Polar White Matt (Casentino Beech) cabinets Soft close drawer systems Double rubbish bins 20mm YDL Stone tops (Ultimate Range) Laminex Surround Demi Round 40mm under benchtop feature in Polar White Matt Pull out goose neck spray mixer in brushed brass
<b>BATHROOMS / LAUNDRY</b>	Custom woodmat (Casentino Beech) cabinetry including dual above counter basins to ensuite / bathroom Smartstone (Nieve White) 20 mm bench top Above bench cabinetry with mirrors to suit Free standing bath in master ensuite Shower system including hand spray and overhead rain dumper in ensuite Argent tapware

# LA MER

Thompson's Beach

LA MER  
24 BOAT STREET, VICTORIA POINT  
INTERNAL & EXTERNAL MATERIALS & FIXTURES



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## HOME OFFICE

Custom woodmat (Casentino Beech) cabinetry for drawers and underbench storage  
Smartstone (Nieve White) 20 mm bench top  
Overheads – Polytec melamine – Polar White Matt

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## WASTE SERVICES

Air-conditioned refuse room with community bin collection service

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## EXTERNAL MATERIAL & FIXTURES SELECTION

### EXTERNAL MATERIALS & FIXTURES

<b>FASCIA (EX-CL04)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Surfmist
<b>CARPARK GARAGE DOORS (RDO1, RD03, RD04)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Surfmist Matt
<b>ALUMINIUM WINDOWS &amp; DOORS</b>	Manufacturer	Supplier By Builder	<b>FRAME COLOUR</b>	Surfmist	<b>GLAZING</b>	As per architectural plans
<b>ALUMINIUM PRIVACY SCREENS (SC01)</b>	Manufacturer	Knotwood or similar	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Norwegian Beech Matt Finish or similar
<b>FEATURE STONE-CLADDING POOL AREA (EX-CL03)</b>	Manufacturer	NEO ROX	<b>PROFILE</b>	Z Panel Stone Cladding	<b>COLOUR</b>	Thredbo
<b>BBQ SPLASH BACK</b>	Manufacturer	YDL Stone	<b>PROFILE</b>	600mm high	<b>COLOUR</b>	Cumulus Cloud
<b>ALUMINIUM POWDER COATED CUSTOM ANGLE GATES &amp; ENTRY ARBOUR POSTS (SC02)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Surfmist
<b>ALUMINIUM SCREENS TO CARPARK (L01, 2,3 &amp; W01-7)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Surfmist
<b>GLASS BALUSTRADE (BAL-01, BAL-02, BAL-03)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	As per glazing legend indicated on plans
<b>GARAGE EXTERNAL DOORS (T10A)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Surfmist
<b>PUMP ROOM DOOR (D02)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Dulux Stone River SN3A4 Low Sheen Finish
<b>FEATURE STONE WALL CLADDING (EX-ST01)</b>	Manufacturer	NEO ROX	<b>PROFILE</b>	Z Panel Stone Cladding	<b>COLOUR</b>	Thredbo
<b>BRASS SIGNAGE</b>	Manufacturer	Ispace.com.au	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Fabricated Brass Letters with Neon & LED Illumination
<b>VERTICAL GARDEN - WIRE TRELLIS SYSTEM (SC03)</b>	Manufacturer	Supplier By Builder	<b>PROFILE</b>	As per architectural plans	<b>COLOUR</b>	Stainless Wire with Stainless Pins

# LA MER

Thompson's Beach

LA MER  
24 BOAT STREET, VICTORIA POINT  
INTERNAL & EXTERNAL MATERIALS & FIXTURES



NPG  
DEVELOPMENTS

<b>DRIVEWAYS &amp; CARPARK</b>	Manufacturer	Concrete Colour Systems	<b>TYPE</b>	Grey Cement	<b>COLOUR</b>	Blue Gum
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## EXTERIOR LIGHTING

<b>EXTERIOR LOBBY WALL LIGHTS X2 EITHER SIDE OF ENTRY DOOR &amp; POOL AREA WALL LIGHTS X2</b>	Supplier	BEACON LIGHTING	<b>TYPE</b>	PEBBLE 1 LIGHT WALL BRACKET IN ANTIQUE BRASS	<b>CODE</b>	231356
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## POOL

<b>POOL AREA CEILING LINING</b>	Manufacturer	Knotwood or similar	<b>PROFILE</b>	30mm Timber Look Feature	<b>COLOUR</b>	Norwegian Beech Matt Finish or similar
<b>POOL LINING</b>	Manufacturer	Supplier By Builder	<b>TYPE</b>	Pebbel Crete	<b>COLOUR</b>	White or Similar

## EXTERNAL PAINT SELECTION

<b>GROOVED RENDER</b>	Manufacturer	Dulux	Winter Terrace SN4A3 Low Sheen Finish		
<b>EX-P01 RENDER</b>	Manufacturer	Dulux	Snowy Mountains 1/2 SWIF3 Low Sheen Finish		
<b>EX-P02 RENDER</b>	Manufacturer	Dulux	Winter Terrace SN4A3 Low Sheen Finish		
<b>EX-P03 RENDER</b>	Manufacturer	Dulux	Stone River SN3A4 Low Sheen Finish		
<b>ROUND PILLARS</b>	Manufacturer	Dulux	Snowy Mountains 1/2 SWIF3 Low Sheen Finish		
<b>SOFFITS</b>	Manufacturer	Dulux	Snowy Mountains 1/2 SWIF3 Exterior Grade Low Sheen Finish		

## BBQ CABINETRY

<b>BENCHTOPS</b>	Manufacturer	YDL Stone	<b>COLOUR</b>	Cumulus Cloud	<b>PROFILE</b>	20mm Mitred Apron Aris
<b>DOORS &amp; KICKS</b>	Manufacturer	Polytec	<b>FINISH</b>	Compact Laminate	<b>COLOUR</b>	Casentino Beech
<b>HARDWARE</b>	Manufacturer	Lo & Co Interiors	<b>STYLE</b>	Lincoln Pull Brass 130mm Small	<b>SKU</b>	4034-130-US4
<b>SPLASHBACK 200MM HIGH</b>	Manufacturer	YDL Stone	<b>COLOUR</b>	Cumulus Cloud	<b>PROFILE</b>	20mm Mitred

## TILING

### EXTERIOR TILING SCHEDULE & LAYOUT

See Quote & Layout - URBAN TILES CAPALABA



# LA MER

Thompson's Beach

LA MER  
24 BOAT STREET, VICTORIA POINT  
INTERNAL & EXTERNAL MATERIALS & FIXTURES



NPG  
DEVELOPMENTS

## INTERNAL MATERIAL & FIXTURES SELECTION - UNITS 101-104, 201-204, 301-304

### INTERNAL PAINT SELECTION

<b>INTERNAL WALLS</b>	Manufacturer & Finish	Dulux Low Sheen Finish	<b>COLOUR</b>	Lexicon 1/4	<b>CODE</b>	SWIE1
<b>VJ WALLS</b>	Manufacturer & Finish	Dulux Low Sheen Finish	<b>COLOUR</b>	Lexicon 1/4	<b>CODE</b>	SWIE1
<b>INTERNAL CEILINGS &amp; CORNICE</b>	Manufacturer & Finish	Dulux Ceiling Flat Finish	<b>COLOUR</b>	Lexicon 1/4	<b>CODE</b>	SWIE1
<b>INTERNAL DOORS SKIRTINGS &amp; ARCHS</b>	Manufacturer & Finish	Dulux Semi-Gloss Finish	<b>COLOUR</b>	Lexicon 1/4	<b>CODE</b>	SWIE1

## INTERNAL CABINETRY SELECTION - UNITS 101-104, 201-204, 301-304

### KITCHEN CABINETRY

<b>KITCHEN ISLAND &amp; REAR BENCH TOPS</b>	Manufacturer	YDL Stone	<b>COLOUR</b>	Cumulus Cloud	<b>PROFILE</b>	20mm Mitred Apron Aris
<b>DOORS &amp; DRAWERS</b>	Manufacturer	Polytec	<b>FINISH</b>	Melamine	<b>COLOUR</b>	Polar White Matt
<b>OVERHEAD CUPBOARDS (NO HARDWARE)</b>	Manufacturer	Polytec	<b>FINISH</b>	Melamine	<b>COLOUR</b>	Polar White Matt
	Except above benchtop - Casentino					
<b>KICK BOARDS</b>	Manufacturer	Polytec	<b>FINISH</b>	Melamine	<b>COLOUR</b>	Polar White Matt
<b>KITCHEN SPLASHBACK</b>	Manufacturer	YDL Stone	<b>FINISH</b>	Cumulus Cloud	<b>COLOUR</b>	20mm Aris
<b>ISLAND FEATURE</b>	Manufacturer	Laminex Surround	<b>TYPE</b>	Demi Round 40mm	<b>COLOUR</b>	Polar White Matt
<b>HARDWARE TO PANTRY DOORS ONLY UNITS 1 &amp; 4 ALL LEVELS</b>	Manufacturer	Lo & Co Interiors	<b>STYLE</b>	Isla Pull 240mm Brass XL 4057-240-US4	<b>SKU</b>	Natural Brass

### OPEN PANTRY - ONLY TO UNITS 102, 202, 302, 103, 203, 303

<b>BENCH TOP</b>	Manufacturer	YDL Stone	<b>COLOUR</b>	Cumulus Cloud	<b>PROFILE</b>	20mm Aris
<b>DRAWERS</b>	Manufacturer	Polytec	<b>FINISH</b>	Melamine	<b>COLOUR</b>	Polar White Matt
<b>OVERHEADS - OPEN SHELVES</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt	<b>COLOUR</b>	Casentino Beech

# LA MER

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LA MER  
24 BOAT STREET, VICTORIA POINT  
INTERNAL & EXTERNAL MATERIALS & FIXTURES



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DEVELOPMENTS

## LAUNDRY CABINETRY - UNITS 101-104, 201-204, 301-304

<b>BENCH TOP</b>	Manufacturer	Smartstone	<b>COLOUR</b>	Nieve White	<b>PROFILE</b>	20mm Aris
<b>OVERHEADS</b>	Manufacturer	Polytec	<b>FINISH</b>	Melamine	<b>COLOUR</b>	Polar White Matt
<b>UNDER BENCH DOORS &amp; BROOM CUPBOARD</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt	<b>COLOUR</b>	Casentino Beech
<b>KICK BOARDS</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt	<b>COLOUR</b>	Casentino Beech

## BATHROOM & ENSUITE - UNITS 101-104, 201-204, 301-304

<b>BENCH TOP</b>	Manufacturer	Smartstone	<b>COLOUR</b>	Nieve White	<b>PROFILE</b>	20mm Aris
<b>DOORS &amp; DRAWERS</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt Vertical Grain	<b>COLOUR</b>	Casentino Beech
<b>HARDWARE</b>	Manufacturer	N/A	<b>STYLE</b>	N/A		

## HOME OFFICE / STUDY - UNITS 101-104, 201-204, 301-304

<b>BENCH TOP</b>	Manufacturer	Smartstone	<b>COLOUR</b>	Nieve White	<b>PROFILE</b>	20mm Aris
<b>OVERHEADS</b>	Manufacturer	Polytec	<b>FINISH</b>	Melamine	<b>COLOUR</b>	Polar White Matt
<b>DOORS &amp; DRAWERS</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt Vertical Grain	<b>COLOUR</b>	Casentino Beech
<b>KICK BOARDS</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt Vertical Grain	<b>COLOUR</b>	Casentino Beech
<b>HARDWARE TO DRAWERS</b>	Manufacturer	Lo & Co Interiors	<b>STYLE</b>	Lincoln Pull Brass 130mm Small	<b>SKU</b>	4034-130-US4

## MASTER BEDROOM WALK IN ROBE - UNITS 101-104, 201-204, 301-304

<b>DOORS/DRAWERS/SHELVES &amp; GABLES</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt Vertical Grain	<b>COLOUR</b>	Casentino Beech
<b>KICK BOARDS</b>	Manufacturer	Polytec	<b>FINISH</b>	Woodmatt Vertical Grain	<b>COLOUR</b>	Casentino Beech
<b>HARDWARE TO DRAWERS</b>	Manufacturer	Lo & Co Interiors	<b>STYLE</b>	Lincoln Pull Brass 130mm Small	<b>SKU</b>	4034-130-US4

## ROBE DOORS TO BEDROOMS 2 & 3- UNITS 101-104, 201-204, 301-304

<b>DOORS</b>	Manufacturer	Corinthian Quickslide Wardrobe	<b>DOOR PROFILE</b>	Deco 4S	<b>COLOUR</b>	See Paint Specs
<b>HARDWARE TO DOORS</b>	Manufacturer	ABI Interiors	<b>STYLE</b>	Atley Flush Pull Round Brushed Brass	<b>SKU</b>	11853

## INTERNAL FIXINGS - UNITS 101-104, 201-204, 301-304

<b>FRONT DOOR</b>	Manufacturer	Corinthian	<b>PROFILE</b>	Fire rated Solid Core, Flush Panel Entry door	<b>COLOUR</b>	See Paint Specs
<b>FRONT DOOR HANDLE</b>	Manufacturer	Iver	<b>PROFILE</b>	Osaka Lever - Oval Backplate 15364E85	<b>COLOUR</b>	Brushed Brass
<b>FRONT DOOR LOCK</b>	Manufacturer	Iver	<b>PROFILE</b>	Euro Escutcheons - Round 9360 + Euro Cylinder Dual Function 5 Pin 21581 +85mm Euro Roller Mortice Lock 6031	<b>COLOUR</b>	Brushed Brass
<b>CORNICE</b>			<b>PROFILE</b>	Squareset		
<b>ARCHITRAVES</b>			<b>PROFILE</b>	Square	66x11 FJ	Pine Moulding
<b>SKIRTINGS</b>			<b>PROFILE</b>	Square	66x11 FJ	Pine Moulding
<b>INTERNAL DOORS</b>	Manufacturer	Corinthian	<b>PROFILE</b>	Deco 4S	<b>COLOUR</b>	See Paint Specs
<b>INTERNAL DOOR HARDWARE</b>	Manufacturer	Iver	<b>PROFILE</b>	Osaka Lever - Round Rose (20776 Passage + 20776IP Privacy)	<b>COLOUR</b>	Brushed Brass
<b>HALLWAY LINEN STORAGE DOORS</b>	Manufacturer	By Cabinetmaker	<b>PROFILE</b>	Polytec Architectural Internal Doors - Square Set Opening	<b>COLOUR</b>	Lexicon 1/4
<b>HALLWAY LINEN STORAGE DOOR HANDLES</b>	Manufacturer	Lo & Co	<b>PROFILE</b>	Isla Pull 240mm Brass XL 4057-240-US4	<b>COLOUR</b>	Natural Brass
<b>VJ TO MASTER BEDROOM BED WALL</b>	Manufacturer	Easy Craft	<b>PROFILE</b>	Easy VJ 100	<b>COLOUR</b>	See Paint Specs

## FLOOR COVERINGS - UNITS 101-104, 201-204, 301-304

<b>CARPETS</b>	Manufacturer	San Marino Extra Heavy Duty	<b>RANGE</b>	100% Solution Dyed Nylon Loop Pile	<b>COLOUR</b>	Chalet
<b>ENGINEERED TIMBER FLOOR</b>	Supplier	Quality Carpets	<b>RANGE</b>	European Oak 1900mm x 190mm x 15mm / 3mm	<b>COLOUR</b>	Tinge Clay

## PLUMBING FIXTURES & FITTINGS - REFER TO HARDINGS QUOTE - UNITS 101-104, 201-204, 301-304

Supplier By Builder

**# AS PER QUOTE, NOTE ALL SHOWER/FLOOR WASTES, SHOWER GLASS FIXINGS AND HANDLES TO BE FINISHED IN BRUSHED BRASS**

# LA MER

Thompson's Beach

LA MER  
24 BOAT STREET, VICTORIA POINT  
INTERNAL & EXTERNAL MATERIALS & FIXTURES



NPG  
DEVELOPMENTS

## APPLIANCES - UNITS 101-104, 201-204, 301-304

### KITCHEN APPLIANCES

<b>INDUCTION COOKTOP</b>	Supplier	HARDINGS	<b>TYPE</b>	SMEG 90cm	<b>CODE</b>	PIP2951D
<b>UNDERMOUNT RANGEHOOD</b>	Supplier	HARDINGS	<b>TYPE</b>	SMEG 70cm	<b>CODE</b>	SHU750X
<b>FULLY INTG DISHWASHER</b>	Supplier	HARDINGS	<b>TYPE</b>	SMEG	<b>CODE</b>	DWAFI6214-2
<b>OVEN</b>	Supplier	HARDINGS	<b>TYPE</b>	SMEG 90cm Black	<b>CODE</b>	SFRA9300TN

## FEATURE LIGHTING - UNITS 101-104, 201-204, 301-304

### FEATURE LIGHTING - SEE PLANS MARK-UP FOR LOCATIONS

<b>KITCHEN CEILING LIGHTS (X2 UNITS 2&amp;3 / X3 UNITS 1&amp;4)</b>	Supplier	BEACON LIGHTING	<b>TYPE</b>	MFL BY MASSON GYPSUM RIBBED SURFACE MOUNTED WHITE DOWNLIGHT	<b>CODE</b>	170865
<b>LOBBY ENTRY WALL SCONCES + LEVEL 1,2 ,3 FOYER WALL SCONCES X2</b>	Supplier	BEACON LIGHTING	<b>TYPE</b>	MADE BY MAYFAIR LUELLA 2 LIGHT WALL BRACKET IN BRASS WITH SPANISH ALABASTER SHADES	<b>CODE</b>	039293
<b>MASTER BEDROOM WALL SCONCES X2 (EITHER SIDE OF BED)</b>	Supplier	ABOUT SPACE LIGHTING	<b>TYPE</b>	FORTE G9 BRASS BODY WITH ROUND OPAL GLASS 120MM		

## FEATURE WALLS - UNITS 101-104, 201-204, 301-304

VJ

<b>MASTER BEDROOM BED WALL</b>	Manufacturer	EASY CRAFT	<b>PROFILE</b>	Easy VJ100	<b>COLOUR</b>	See paint specs
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## TILING -

### TILING SCHEDULE & LAYOUT - UNITS 101-104, 201-204, 301-304

See Quote & Layout - URBAN TILES CAPALABA

## STAIRCASE - MAIN STAIRCASE

### PROFILE & FINISH

**TREADS & RISERS CONCRETE** Tiled Tread & Riser with Stainless Grip Mounts as per Urban Tiles Quote  
Handrail in Stainless Steel

# LA MER

Thompson's Beach

LA MER  
24 BOAT STREET, VICTORIA POINT  
INTERNAL & EXTERNAL MATERIALS & FIXTURES



NPG  
DEVELOPMENTS

## MIRRORS

### DECORATIVE MIRRORS

<b>BATHROOM</b>	Manufacturer	By Cabinetmaker	<b>RANGE</b>	Feature mirror with Polytec Timber Surround	<b>COLOUR</b>	Casentino Beech
<b>ENSUITE</b>	Manufacturer	By Cabinetmaker	<b>RANGE</b>	Mirrored Cabinet with Polytec Timber Surround Frame Size to Suit	<b>CODE</b>	Casentino Beech

EXECUTED as an agreement by the Seller and Buyer

## SIGNING

### Signing by Seller (s) (company or company trustee)

**NPG DEVELOPMENTS NO 1 PTY LTD A.C.N.  
648 999 375**

Seller's Name (please print)



ACN/ABN



Director/\*\*Sole Director and Secretary

Director/ Secretary

Date:

Date:

*(\*\* Note: 2 signatories required unless signed by sole director or sole director and secretary)*

### Signing by Seller (executed under Power of Attorney)

**NPG Developments No 1 Pty Ltd A.C.N. 648 999 375**



In the presence of:

Attorney 1 to sign

By its duly constituted attorney (attorney to insert name) :



Pursuant to Power of Attorney (insert details of POA):

Witness Signature

and who declares that they have received no notice of revocation of the said Power of Attorney.

Witness to print name:

Date:



In the presence of:

Attorney 2 to sign (if applicable)

By its duly constituted attorney (attorney to insert name) :



Pursuant to Power of Attorney (insert details of POA):

Witness Signature







and who declares that they have received no notice of revocation of the said Power of Attorney.

Witness to print name:



Date:

**COOLING OFF PERIOD:** *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 that the buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.*

### Signing by Buyer(s) (individuals or individual trustees)







	In the presence of: 
Buyer 1 Signature	Witness Signature
Date:	 Witness to print name
	In the presence of: 
Buyer 2 Signature	Witness Signature
Date:	 Witness to print name

### Signing by Buyer(s) (company or company trustee)

Buyer's Name (please print)	ACN/ABN
	
Director/**Sole Director and Secretary	Director/ Secretary
Date:	Date:

(\*\* Note: 2 signatories required unless signed by sole director or sole director and secretary)

### Executed as Deed by Guarantor(s) (if company or company trustee)

	In the presence of: 
Guarantor 1 Signature	Witness Signature
Date:	 Witness to print name
	In the presence of: 
Guarantor 2 Signature	Witness Signature
Date:	 Witness to print name

<b>Deposit Holder</b> .....	[Who acknowledges having received the part of the Deposit payable when the Buyer signs this Contract]
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