

Guide to payment of Deposit

This document is a guide only as does not derogate from the Contract Terms.

Under the Sale Contract, the Buyer is required to pay a Deposit to MinterEllison as Deposit Holder. The amount of the Deposit and when payable is specified in the Reference Schedule of the Sale Contract. The Deposit may be paid by cash payment, Bank Guarantee or a combination of a cash payment and Bank Guarantee.

Depositing funds to MinterEllison's Trust Account

When transferring or depositing funds into the MinterEllison Trust Account, it is important that you include a reference which has the Buyer's name (per the Sale Contract), lot number and Rivara.

The MinterEllison Trust Account details are set out in the Sale Contract and below for ease of reference:

MinterEllison Trust Account	
Bank	ANZ Banking Group
Address	Cnr Queen & Creek Streets, Brisbane, QLD 4000
BSB	014 002
Account number	361 000 639
Swift Code	ANZBAU3M

Requirements	
Reference	[Buyer's name] [lot number] Rivara <i>Note: If there is a character limitation, please include Buyer's surname and 'Rivara' ie. SmithRivara</i>
Remittance	By email to: rivara@minterellison.com

Cyber warning

People have lost money when hackers have impersonated a law practice or another party involved in a legal matter by altering electronic communications including email, fax, social media, text, instant messaging, applications, file sharing and documents including PDF or word documents.

Please call MinterEllison reception to verbally confirm MinterEllison's trust account details before making any transfer.

Important – remittance required

Immediately after you have transferred or deposited the funds into the MinterEllison Trust Account, please send MinterEllison an email with a copy of the transfer or deposit receipt to: rivara@minterellison.com

It is imperative MinterEllison can identify what the funds are paid for so that they can be properly receipted and applied.

Bank guarantees

If you wish to make payment of the Deposit by way of Bank Guarantee, it must strictly comply with the requirements set out in the Sale Contract.

As specified in the Contract Terms, the Bank Guarantee must:

- be issued by an Australian Bank;
- be for the amount of the Deposit;
- be issued in favour of the Deposit Holder (as 'Favouree' as opposed to specifying the Seller as Favouree);
- specify that the Seller has agreed to accept the bank guarantee instead of payment of a cash deposit;
- require the bank to pay the Deposit Holder the Deposit amount immediately upon presentation of the bank guarantee without first checking with the Buyer or any other person;
- have no expiry date and be expressed to be unconditional and irrevocable; and
- contain the names of the Seller and the Buyer (and no other third party) and make reference to the Sale Contract and the sale made under it, eg: **117 Victoria Street West End Pty Ltd ACN 672 851 679 (as Seller) sale of Lot [No.] Rivara to [Buyer's Name]**

As a guide, the Seller requires that the following particulars be included in the bank guarantee:

Item	Description
Beneficiary / Favouree	MinterEllison
Seller	117 Victoria Street West End Pty Ltd ACN 672 851 679
Buyer	Only Buyer's details as per Sale Contract. No other party should be mentioned.
Amount	Amount equal to Deposit in Reference Schedule.
Consideration	Seller agreeing to dispense with payment of cash deposit under Sale Contract for Lot [LOT NUMBER] in Rivara between 117 Victoria Street West End Pty Ltd ACN 672 851 679 (as Seller) and [BUYER'S NAME].
Expiry Date	Nil (bank guarantee should not have expiry date).
Other Matters	Bank guarantee must: <ul style="list-style-type: none"> ▪ be issued by an Australian Bank; ▪ be unconditional and irrevocable; and ▪ must permit the Beneficiary / Favouree to make a call on it without reference to or permission of the Buyer.

The Bank Guarantee must strictly comply with the matters set out above.

The Seller recommends that in order to ensure that the Bank Guarantee is acceptable, you give to your bank provider a copy of this document and provide a draft of the Bank Guarantee to MinterEllison for review before having the bank issue in final form. Drafts are to be submitted to: rivara@minterellison.com

Sale Contract – Rivara

RIVARA

WEST END

SAMPLE REFERENCE
FOR REFERENCE
ONLY 06.08.2025

Sale Contract – Details

Contract Date

Seller *Name* **117 Victoria Street West End Pty Ltd ACN 672 851 679**

Address Traders in Purple - Level 4, One Eagle – Waterfront
Brisbane, 1 Eagle Street, Brisbane QLD 4000

Seller's Solicitor *Name* **MinterEllison**

Address Level 22, One Eagle – Waterfront Brisbane, 1 Eagle
Street, Brisbane QLD 4000

Telephone 07 3119 6383

Email rivara@minterellison.com

Buyer *Buyer 1 Name*

*Buyer 1 date of
birth*

Buyer 2 Name

*Buyer 2 date of
birth*

ACN

Name of trust

Address

Telephone

Email

Buyer's Solicitor *Name*

Address

Telephone

Email

Property *Address*

Lot No. _____

Rivara situated at 117 Victoria Street and 38 Beesley
Street, West End QLD 4101

Description

The proposed community title lot _____
as shown on the Identification Plan contained in the
Disclosure Documents (**Lot**) with an internal fitout
generally in accordance with the Floor Plan and the right
to the exclusive use of EU Areas (if any) shown as
attaching to the Lot in Schedule E of the Proposed CMS
as identified on the Exclusive Use Allocation Plan.

RIVARA

WEST END

Price	<i>Property price</i>	\$	Lot price
	<i>Plus upgrade price</i>	\$	being for any selections made in the Upgrade Options Form
Deposit	Price	\$	
	Total Deposit	\$	payable to MinterEllison
	<i>Initial Deposit</i>	\$	payable on or before the signing of this Contract
	<i>Balance Deposit</i>	\$	payable within 2 Business Days after the Contract Date.

Deposit Holder MinterEllison – see note on following page regarding payment to MinterEllison Trust Account

NOTE: Immediately after transferring or depositing funds into the MinterEllison Trust Account, please send MinterEllison an email with a copy of the transfer or deposit receipt to: rivara@minterellison.com

Guarantor [ONLY IF BUYER IS A COMPANY]

Guarantor 1 Name

Guarantor 1 Address

Guarantor 2 Name

Guarantor 2 Address

Foreign Interest

If not completed, Buyer assumed not a Foreign Interest.

Buyer 1

Yes

No

Buyer 2

Yes

No

Foreign Person or Company Yes/ No

Nationality if Foreign

Tax file numbers

If not provided, must be provided within 2 Business Days of Contract Date

Buyer 1

Buyer 2

If not known at time of signing, please write 'To be supplied' and provide via the number(s) via email to: rivara@minterellison.com within 2 Business Days of the Contract Date

Note regarding payment of Deposit

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Agreed terms

Part A Definitions and interpretation

1. Definitions

1.1 Defined terms

In this Contract, unless the context otherwise indicates:

ADI has the meaning given in the *Banking Act 1959 (Cth)*.

Approved ADI has the meaning given to that term in the LPA.

ASIC means the Australian Securities and Investments Commission.

Authority means any body (including any judicial body), government, person or otherwise having or exercising control over the approval of, carrying out of, use or operation of the Development, the Scheme or the Property (or any part or proposed part of them) including any services to be provided to them.

Balance Price means the Price, less any cash Deposit paid, adjusted in accordance with this Contract.

Bank means an ADI that is permitted under section 66 of the *Banking Act 1959 (Cth)* to call itself a bank or a bank constituted under a Law of a State of Australia.

Bank Cheque means a cheque issued or drawn by an ADI on itself.

BCCM Act means the *Body Corporate and Community Management Act 1997 (Qld)*.

Body Corporate means the body corporate created upon establishment of the Scheme.

Body Corporate Agreements means any proposed service contractor's agreements, letting authorisation agreement and other agreements to be entered into by the Body Corporate when the Scheme is established, draft copies of which are contained in the Disclosure Documents.

Body Corporate Asset means an asset of the Scheme and includes areas which have been allocated pursuant to exclusive use by-laws.

Builder means the builder of the Scheme.

Business Day means any week day which is not a public holiday in Brisbane and which is not a day in the period 27 to 31 December (inclusive).

Buyer Rights means the right of the Buyer to terminate or make a claim for compensation under the *Body Corporate and Community Management Act 1997 (Qld)* or any other statute which cannot be excluded by the Seller under this Contract.

Buyer's Solicitor means the Buyer's Solicitor named in the Details and includes any other solicitor notice of which is given as acting for the Buyer.

By-laws means the by-laws of the Scheme as amended from time to time.

Chattels means the chattels listed in the Specifications intended, at the Contract Date, for inclusion in the Lot.

Claim includes any claim, cause of action, proceeding, right, entitlement, damage, cost, loss, liability or demand however it arises and whether it is past, present or future, fixed or unascertained, actual, potential or contingent.

Colour Scheme means the colour scheme for the internal parts of the Lot as determined in accordance with the Contract.

CMS means the community management statement recorded in order to establish the Scheme.

Committee means the committee of the Body Corporate.

Common Property means the common property of the Scheme and includes areas which have been allocated pursuant to exclusive use By-laws.

Conditions Subsequent means the conditions set out in clause 16.

Contract means this contract document.

Contract Rate means the contract rate prescribed by the Queensland Law Society Inc.

Controlled Money has the meaning given to that term in the LPA.

Controlled Money Account has the meaning given to that term in the LPA.

Corporations Act means *Corporations Act 2001* (Qld).

Cost means any cost, fee, charge, expense, outgoing, payment, liability or other expenditure of any nature including legal fees.

Dealing has the meaning given in clause 95.1.

Defects mean in respect to 'building work' as defined in the *Queensland Building and Construction Commission Act 1991* (Qld) and the *Queensland Building and Construction Commission Regulation 2003* (Qld), any defects or faults in the Lot due to faulty materials or workmanship as set out in the 'Standards and Tolerances Guide' compiled by the Queensland Building and Construction Commission and in force at the time the building work was completed (**Guide**) excluding normal maintenance, the effects of normal wear and tear, minor shrinkage and minor settlement cracks, anything not considered a defect or defective in the Guide and anything set out in clauses 22 (excluding clause 22.4) and 30.4.

Deposit means the Total Deposit shown in the Details, comprising the Initial Deposit and the Balance Deposit.

Deposit Bond means a bond or other surety (however described) that is:

- (a) in favour of the Deposit Holder (as 'Favouree' as opposed to specifying the Seller as Favouree);
- (b) from an insurance company or other institution acceptable to the Seller;
- (c) in a form acceptable to the Seller (acting reasonably);
- (d) for an amount equal to the Deposit; and
- (e) payable on demand.

Details means that part of this Contract described as 'Details'.

Development means the development (which will include the Scheme) known as 'Rivara' being carried out or intended to be carried out on the Parcel and surrounding land and includes any part of the development which has been completed.

Digitally Sign has the meaning in the ECNL.

Disclosure Documents means the documents titled Disclosure Documents or similar given or delivered to the Buyer before formation of this Contract.

ECNL means the Electronic Conveyancing National Law (Queensland).

Electronic Conveyancing Documents has the meaning in the *Land Title Act 1994* (Qld).

Electronic Lodgement means lodgement of a document with Titles Queensland in accordance with the ECNL.

Electronic Settlement means settlement facilitated by the Platform.

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

Essential Term means a term of this Contract which is specified to be an Essential Term and any other term of this Contract that a court finds to be essential.

EU Areas means all areas of Common Property or Body Corporate Assets to be allocated for the exclusive use by occupiers of the Lot for a purpose specified in the exclusive use By-law.

EU Rights means the right of the Seller to establish, procure the grant of, or authorise the allocation of exclusive use to the right and enjoyment of, or special rights about Common Property or Body Corporate Assets under or pursuant to an exclusive use By-law or as the original owner of all lots in the Scheme or by some other authority or method.

Exclusive Use Allocation Plan means the plan(s) (if any) attached to the Proposed CMS used to identify the possible location of areas of Common Property or Body Corporate Assets to be allocated as EU Areas.

Expert means an expert nominated by the President of the Queensland Master Builders Association or a similar association determined by the Seller, such request for nomination to be made by the Seller.

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

Financial Settlement means the exchange of value between financial institutions in accordance with the Financial Settlement Schedule.

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

Finishes means intended finishes for the fitout of the Lot including any Chattels, materials, fixtures, fittings or colours described or shown in any Marketing Materials, this Contract or the Disclosure Documents.

FIRB Application Date means 10 Business Days after the Contract Date.

FIRB Approval Date means 60 days after the Contract Date.

Floor Plan means the relevant plan included in this Contract which shows the intended internal layout of the Lot, subject to variations in accordance with this Contract.

Foreign Interest means any person within the definition of foreign person in FATA.

Further Statement means a further statement for the purposes of section 214 of the BCCM Act.

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

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee means the Guarantee and Indemnity accompanying this Contract.

Identification Plan means the plan(s) contained in the Disclosure Documents used in order to identify the Lot.

Income Year has the meaning in subsection 4-10(2) of the *Income Tax Assessment Act 1997* (Cth), in respect of the Deposit Holder

Instalment Contract has the meaning given to it in the Property Law Act.

Interest means any interest earned on the investment of a cash Deposit (if any).

Keys means the keys, codes or devices in the Seller's possession or control for locks and security systems required to gain access to the Property.

Law includes:

- (a) any statute, regulation, subordinate legislation, by-law, local law, ordinance, order, award or proclamation of the Commonwealth of Australia, any state or territory of Australia, or an Authority; and
- (b) the common law and principles of equity.

Lot means the proposed lot in the Scheme which is sold under this Contract and is further described in the Details.

Lot Entitlement means the contribution or interest entitlement of a lot in the Scheme as specified in the CMS.

LPA means the *Legal Profession Act 2007* (Qld).

Management Rights Agreement means the agreement for the caretaking and management of the Scheme and an authorisation to carry out a letting agent's business within the Scheme, between the Body Corporate and a manager and letting agent, drafts of which are included in the Disclosure Documents.

Marketing Materials means all marketing materials (including websites), models, artists impressions, display boards and similar and any representation or depiction contained in any display lot/apartment or sales suite in relation to the Development, Property or the Scheme.

Maximum Borrow Amount means the amount of \$100,000,000.00 plus any costs typically secured by a mortgage such as interest, and enforcement costs.

NBN Co means any one or more of NBN Co Limited or any related body corporate or related entity to it.

Notice means any notice, request, direction or other communication to be given under or in relation to this Contract.

Novation Deed means a deed (in a form reasonably required by the Seller) to be made in relation to a Dealing and under which, on and from completion of the Dealing, the Third Party covenants in favour of the Buyer to be bound by the obligations of the Seller under this Contract.

Object means to object generally and includes to:

- (a) object to a Variation;
- (b) object to Title;
- (c) avoid or attempt to avoid this Contract;
- (d) refuse to effect Settlement;
- (e) delay Settlement;
- (f) make any Claim, whether before or after Settlement, including a claim for damages or compensation or any reduction in the Price;
- (g) retain any part of the Price;
- (h) require the Seller to carry out any works;
- (i) withhold a consent;
- (j) seek an injunction; or
- (k) to object indirectly, for example, through participation as a member of the Body Corporate.

Outgoings means:

- (a) rates, charges or levies on the Parcel, the Scheme Land or the Lot by any Authority (including rates, water charges, fire service levies etc);
- (b) land tax;
- (c) Body Corporate levies; and
- (d) Body Corporate insurances paid by the Seller.

Parcel means the land as described in the Disclosure Documents and any additional adjoining or nearby land acquired by the Seller for development as part of the Development and, where the context permits or requires, includes any land derived from the Parcel. The Scheme Land is part of or will be created from the Parcel.

Parties means the Seller and Buyer.

Party means the Seller or the Buyer (as applicable).

Permitted Variation means a Variation which, viewed objectively, does not:

- (a) have a material and detrimental effect on the use or value of the Property; and
- (b) result in the Property being substantially different to that depicted in this Contract and the Disclosure Documents.

Personal Information means all information or an opinion (including information or an opinion forming part of a database), collected, held, used or disclosed in connection with this Contract whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Plan means the survey plan to be registered pursuant to the *Land Title Act 1994* (Qld) which creates the Lot.

Platform means any bona fide system operated for settlement of conveyancing transactions and lodgement of Titles Queensland documents by a party approved as an Electronic Lodgement Network Operator under section 15 of the ECNL, including the system operated by Property Exchange Australia Ltd.

Prescribed Percentage has the meaning given to it in the Property Law Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Officer means the privacy officer appointed by the Seller from time to time.

Privacy Policy means the Seller's privacy policy available at: <https://tradersinpurple.com/privacy-policy/>.

Property Law Act means the *Property Law Act 2023* (Qld).

Power of Attorney means appointment of the Seller (and its representatives) by the Buyer as the Buyer's attorney pursuant to clause 63.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPS Release means a document or a copy of a document (including a letter) signed by a Secured Party giving a release of its Security Interest for the Sold Property.

PPSR means the register kept pursuant to the PPSA.

Proposed CMS means the proposed community management statement for the Scheme included in the Disclosure Documents.

Proposed Lot Entitlement means the proposed contribution or interest entitlement of a proposed lot in the Scheme (as shown in the Proposed CMS).

Related Body Corporate has the meaning given to that term in the Corporations Act.

Regulation Module means the regulation module under the BCCM Act which applies or is proposed to apply to the Scheme.

RG140 means the ASIC Regulatory Guide 140: Strata schemes and management rights schemes as amended from time to time.

Scheme means the 'Rivara' community titles scheme.

Scheme Land means that part of the Parcel as described in the Disclosure Documents to be subdivided to create the Scheme and includes all land in the Scheme from time to time.

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

Secured Party means the holder of a Security Interest.

Security Interest has the meaning given in the PPSA.

Settlement means the event of settlement of this Contract.

Settlement Date means the date on which Settlement is to take place determined in accordance clause 52.

Settlement Materials means all things which the Seller is required to provide or deliver to the Buyer (including, if applicable, by way of Electronic Settlement) at or following Settlement including any releases, withdrawals, documents, certificates, declarations, Notices, instruments, materials, Keys, letters or similar.

Settlement Statement means a statement which outlines or lists:

- (a) the calculation of the Balance Price payable by the Buyer to the Seller at Settlement (including details of adjustments to the Price for the Deposit paid, Outgoings and other amounts payable by the Parties under this Contract);
- (b) directions as to payment of the Balance Price by Bank Cheques (or trust cheques if authorised by the Seller) or by Electronic Settlement, if applicable;
- (c) Settlement Materials; and
- (d) any other particulars the Seller (acting reasonably) considers appropriate.

Sold Property means the Lot and Chattels.

Special Conditions means the special conditions (if any) annexed to or forming part of this Contract.

Specifications means the specifications included in the Disclosure Documents and any items sold under or collateral to this Contract.

Statutory Disclosure Statements means the statutory disclosure statements contained in the Disclosure Documents including the Section 213 Statement.

Statutory Obligation means any obligation, duty, liability, direction or requirement imposed by any statute, ordinance, regulation, by-law or subordinate legislation.

Sunrise Date means 1 March 2027.

Sunset Date means that date which is 5 ½ years after the day this Contract was entered into by the Buyer or any later date for Settlement requested by the Buyer and agreed to by the Seller.

TA Act means the *Taxation Administration Act 1953 (Cth)*.

Third Party means the person in whose favour the Seller effects a Dealing.

Third Party Provisions has the meaning given in clause 8.19.

Title means the title to the Lot.

Transfer Documents means the form of transfer required to register the Buyer as proprietor of the Lot, and any other documents required to have the transfer documents registered.

Treasurer means the Treasurer of the government of the Commonwealth of Australia or his/her delegate.

Variations means variations, changes, reductions, omissions, substitutions or additions to the Development, the Scheme, the Common Property, Body Corporate Assets, the Lot, any EU Areas or the Finishes including variations, changes, reductions, omissions, substitutions or additions to those items which are in respect of the:

- (a) titling and access arrangements;
- (b) administration, management, utility infrastructure and supply arrangements;
- (c) built form in all respects including method of construction, construction materials, composition, density, design, facades, balustrade and balcony finishes, elevations, contours, ceiling heights, locations, layout, size (including dimensions and area), facilities, landscaping, features, finishes, Chattels, colours, optional upgrades,;

- (d) number of lots included in the Scheme;
- (e) use of lots in the Development or the Scheme;
- (f) number of buildings within the Development or stages comprising the Scheme;
- (g) number of levels (including car parking and mezzanine levels) within the Scheme or other buildings within the Development;
- (h) the staged nature of the Development including the Seller's intention to commence or complete any particular stage and the timing, sequencing and completion of any stage;
- (i) components, including community facilities and landscaping which comprise the Development or the Scheme, including the design, specification, location, size and dimensions of any pools, spa, sauna, wellness zones, gym, dining areas, facilities, meeting areas or other facilities (if any); and
- (j) descriptions or identification numbers of lots, units, levels, plans, exclusive use areas or assets;
- (k) addresses – street names and numbers.

Withholding Law means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

Withholding Notice the notice required by and compliant with section 14-255(1) of the Withholding Law.

1.2 Additional defined terms

Terms:

- (a) in the Details have the meanings shown opposite them;
- (b) used in the Disclosure Documents, unless otherwise defined, have the meanings given to them in this Contract; and
- (c) defined in the BCCM Act, unless otherwise defined in this Contract, have the meanings given to them in the BCCM Act.

1.3 Interpretation

- (a) A reference to:
 - (i) a Law includes any consolidations, amendments, re-enactments or replacements of that Law and includes, if the context requires, any regulations, codes, policy statements and similar things concerning them
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) one gender includes each other gender;
 - (iv) a person includes a body corporate;
 - (v) a Party includes the Party's executors, administrators, successors, and permitted assigns; and
 - (vi) dimensions include the area of the thing for which the dimensions have been given.
- (b) The use of the word 'including' (and any similar expression) is not used as a word of limitation.
- (c) In any combination or list of options, the use of the word 'or' is not used as a word of limitation.
- (d) Headings are for convenience only and do not form part of this Contract or affect its interpretation.
- (e) If a Party consists of more than one person, this Contract (including each agreement, representation, warranty and promise) binds them and is for their benefit jointly and each of them individually.

(f) A Party that is a trustee is bound both personally and as a trustee.

1.4 Special Conditions

The Special Conditions annexed to this Contract form part of this Contract and, subject to clauses 13 and 62, override any inconsistent term of this Contract.

1.5 Inconsistencies

- (a) If there is any inconsistency between the terms of this Contract and any provision added to this Contract (including those added by Special Condition), subject to clauses 13 and 62, the added provision prevails.
- (b) If there is an inconsistency or discrepancy in respect of any part of the Property as shown, illustrated or set out in the Identification Plan, the Floor Plan and the Specifications, the Parties agree that the inconsistency or discrepancy will be resolved (without limiting the Seller's rights under this Contract to make Variations) by reference to the following descending order of precedence:
- (i) firstly, the Identification Plan; then
 - (ii) the Specifications; then
 - (iii) lastly, the Floor Plan.

1.6 Interpretation to Favour Binding Contract

- (a) Subject to the terms of this Contract, the Parties acknowledge that it is their intent that the Seller is obliged to sell and the Buyer is obliged to buy the Property on the terms set out in this Contract.
- (b) If a provision of this Contract or any legislation is (in the context of whether or not this Contract is valid and binding) open to interpretation, then such provision or legislation must be read or interpreted so that this Contract is found to be valid and binding.

1.7 Clauses permitting Variations

Any provision of this Contract which permits or authorises a Variation does not limit a Variation permitted or authorised by any other provisions of this Contract.

1.8 No limitation of statutory rights

A provision in this Contract that limits the right of a Party to Object does not affect the statutory rights of the Party.

1.9 Status of promises

Where in the terms of this Contract or in the Special Conditions a promise has been made by a Party:

- (a) the promise amounts to a representation, warranty and assurance made by the Party to the other Party; and
- (b) the Party to whom the promise is made is entitled to rely on that promise.

Part B Agreement to sell and buy

2. Sale and purchase

The Seller agrees to sell, and the Buyer agrees to buy, the Property for the Price, on the terms set out in this Contract.

Part C Buyer Foreign Interest

3. Buyer status

The Buyer promises the Seller that its status as a Foreign Interest as shown in the Details is correct. The Buyer acknowledges that the Seller has relied on and been induced by the Buyer's promise in electing to enter into this Contract. If the Buyer's promise is not correct, the Buyer will be taken to have breached an Essential Term and the Seller may take whatever actions are available to the Seller under this Contract or at Law.

4. Subject to FIRB Approval (if applicable)

- (a) If the Buyer is shown in the Details as a Foreign Interest, then:
- (i) this Contract is subject to the Treasurer consenting to or providing a notice that the Treasurer has no objections (or similar) to the Buyer's purchase of the Property under FATA (**FIRB Approval**) on or before the FIRB Approval Date;
 - (ii) the Buyer must make an application for the FIRB Approval and pay all relevant fees and taxes associated with the application and FIRB Approval on or before the FIRB Application Date and must diligently pursue that application;
 - (iii) the Buyer must give the Seller a copy of the application and evidence that all necessary payments of fees and taxes have been made within 2 Business Days after making the application and payments; and
 - (iv) the Buyer must give Notice to the Seller of the outcome of the application for FIRB Approval within 2 Business Days of determination by the Treasurer and in any event by the FIRB Approval Date, indicating that the FIRB Approval:
 - (A) has been obtained (and on giving of that Notice the condition in this clause 4 is satisfied); or
 - (B) has not been obtained and that this Contract is terminated (in which case the Deposit and any Interest is to be released to the Buyer and neither Party has any Claim against the other).
- (b) Clauses 4(a)(ii), 4(a)(iii) and 4(a)(iv) are Essential Terms.
- (c) Without limitation to the Seller's rights arising out of any breach by the Buyer of an Essential Term, the Seller may terminate this Contract by Notice to the Buyer if the Buyer has not given Notice to the Seller in accordance with clause 4(a)(iv) by 5:00pm on the FIRB Approval Date.

Part D Buyer's acknowledgements

5. Value and finance

5.1 The Buyer acknowledges that:

- (a) the Scheme is a large development and the Sunset Date reflects this;
- (b) market values for property, including the nature of the Property, change over time and may change by the time Settlement is required;
- (c) the Buyer has no right to Object if the value of the Property at Settlement is less than the Price except where the Buyer is entitled to exercise any Buyer Rights;

- (d) this Contract and the obligation of the Buyer to effect Settlement is not in any way subject to the Buyer securing any form of finance approval; and
- (e) the Seller gives no warranty and makes no representations as to:
 - (i) how the value of the Property will be affected by changes in values or markets prior to the time Settlement is required; or
 - (ii) whether the Price payable at Settlement will reflect the value of the Property at Settlement.

5.2 The Buyer acknowledges and understands that:

- (a) the Seller will rely on and has been induced by the Buyer's acknowledgements, representations, warranties and promises contained in clause 5.1 and in this Contract more generally, in its decision to enter into this Contract and sell the Property to the Buyer and in its conduct of the transaction arising out of this Contract and all matters incidental to it;
- (b) but for the Buyer's acknowledgements, representations, warranties and promises made in this Contract, the Seller would not have entered into this Contract and would not have agreed to sell the Property to the Buyer and would not have incurred the legal and commercial risk and expense in doing so;
- (c) if the Buyer seeks to resile from one or more of the acknowledgements, representations, warranties or promises it has given or made in the Contract, the Seller may be significantly disadvantaged; and
- (d) in these circumstances, it would be unfair and unreasonable for the Buyer to seek to resile from one or more of the acknowledgements, representations, warranties or promises it has given or made in the Contract and therefore, the Buyer may be unable at Law to do so.

Part E Deposit

6. Deposit

- 6.1** The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Details. This is an Essential Term. The Deposit Holder will hold the Deposit until a Party becomes entitled to it.
- 6.2** Where it applies, the Deposit Holder will hold the Deposit as trustee in accordance with the applicable requirements of the BCCM Act and the LPA. The Parties nominate the Deposit Holder as trustee for the purposes of the BCCM Act.
- 6.3** The Buyer is in default if the Buyer:
 - (a) does not pay any part of the Deposit when required;
 - (b) pays any part of the Deposit by a post dated cheque or by a cheque which is dishonoured on presentation.
- 6.4** The Parties authorise and direct the transfer to the Deposit Holder of any amounts paid by the Buyer to third party deposit holders under request to purchase, expression of interest or similar arrangements to be credited towards payment of the Deposit by the Buyer under this Contract.
- 6.5** The Parties acknowledge that:
 - (a) the Deposit is Controlled Money for the purposes of the LPA; and
 - (b) under the LPA, the Deposit Holder must hold the Deposit in a Controlled Money Account.

6.6 This Contract constitutes a written direction by the Parties to the Deposit Holder for the purposes of section 251 of the LPA, for the Deposit Holder to:

- (a) hold the Deposit in a Controlled Money Account with an Approved ADI nominated by the Deposit Holder; and
- (b) disburse the Deposit and any interest on the Deposit from the Controlled Money Account in accordance with clause 9.

7. Deposit Holder authority, release and indemnity

7.1 The Parties agree that:

- (a) this Contract constitutes a written instruction from the Parties to the Deposit Holder to hold the Deposit on the terms described in this Contract; and
- (b) the Deposit Holder holds the Deposit and any Interest as stakeholder and with authority to pay the Deposit and any Interest to the Party that the Deposit Holder reasonably believes is entitled to the Deposit and any Interest under the terms of this Contract.

7.2 Provided that the Deposit Holder has acted honestly and in good faith, each Party releases the Deposit Holder from, and separately the Parties indemnify the Deposit Holder in respect of, any liability for any loss or damage suffered or incurred by the Party as a direct or indirect consequence of, or in connection with, any act or omission on the part of the Deposit Holder related to its duties as stakeholder, including where the Deposit Holder pays the Deposit (and any Interest) to a Party and it is subsequently determined that the payee was not entitled to the Deposit.

8. Investment of Deposit

8.1 If the Buyer's tax file number is not specified in the Details, the Buyer must provide its tax file number to the Deposit Holder within 2 Business Days after the Contract Date.

8.2 The Deposit Holder is authorised to:

- (a) invest the Deposit in an interest bearing account with an Approved ADI nominated by the Deposit Holder, in the names of the Parties; and
- (b) provide the Parties' tax file numbers to the Approved ADI.

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

8.4 The Deposit Holder is not liable for any loss suffered by the Parties as a consequence of:

- (a) the Deposit being invested according to this clause 8;
- (b) any failure or delay in investing the Deposit;
- (c) the rate of interest earned on any invested Deposit; or
- (d) break Costs or other fees being levied on or deducted from the Interest.

8.5 The Deposit Holder is not required to invest the Deposit:

- (a) unless the Buyer is a Foreign Interest, until the Buyer gives the Deposit Holder its tax file number;
- (b) unless the Deposit paid in cash equals 10% of the Price;
- (c) until the whole of the Deposit is paid;
- (d) if the Settlement Date is anticipated to be less than 90 days after the Contract Date; or
- (e) if the Buyer has notified the Seller that it intends to substitute a cash payment of the Deposit with a bank guarantee in accordance with this Contract.

- 8.6** The Parties acknowledge that as a condition of funding for the Scheme, the financier may require that the Deposit be invested with that financier at an interest rate determined by the financier. The Parties direct the Deposit holder to comply with any such requirement and must not Object if this occurs.
- 8.7** The Deposit Holder may at any time, for bona fide purposes, including after a request by the Seller, terminate the investment of the Deposit and re-invest the Deposit and Interest accrued to that time with an alternate an Approved ADI nominated by the Deposit Holder on terms and at an interest rate determined by the Deposit Holder in its discretion.
- 8.8** The Parties must provide any information or assistance necessary for the purpose of the investment. If the Buyer does not provide its tax file number, the Buyer accepts that the Approved ADI with whom the Deposit is invested may deduct tax from the interest earned at the highest marginal rate. Subject to clause 8.15, the Party entitled to the Interest must pay any tax on the Party's entitlement.
- 8.9** The Deposit Holder is authorised by the Parties to prepare and lodge any taxation return necessary in respect of the Deposit and the interest earned on the Deposit and to pay any tax assessed, and the Costs of preparing the returns, out of the Interest.
- 8.10** The Parties agree to indemnify, and to keep indemnified, the Deposit Holder against any reasonable Costs incurred by the Deposit Holder in respect of the investment of the Deposit, including in respect of any tax assessment.
- 8.11** The Deposit Holder is authorised by the Parties to withhold from any Interest a reasonable estimate of the tax that the Deposit Holder believes will be assessed for a period that is not yet paid and to pay this amount to the ATO following lodgement of a tax return.
- 8.12** The Deposit Holder is authorised to terminate the investment of the Deposit at a reasonable time before Settlement so that the Deposit and Interest will be available at Settlement.
- 8.13** The Deposit is invested at the risk of the Party who is ultimately entitled to it. The Deposit Holder is not liable for any loss or if diminution occurs in value arising out of the investment of the Deposit. All persons claiming any beneficial interest in or over the Deposit are deemed to take with notice of and subject to the protection conferred by this clause 8 upon the Deposit Holder.
- 8.14** Any Interest held by the Deposit Holder is held in trust until a Party is entitled to it under this Contract or at Law. The Interest is not held by the Deposit Holder by way of Deposit but under an unrelated trust and under no circumstances is any Party entitled to receive any of the Interest before this Contract is settled or terminated.
- 8.15** If the Deposit is invested by the Deposit Holder on behalf of the Parties under this clause 8 and has not been dealt with on behalf of or for the benefit of the Parties under clause 9 before the end of an Income Year, then:
- (a) all Interest accrued in respect of the Deposit for the period starting on or after the start of that Income Year and ending immediately before the end of that Income Year is taken to have been earned by the Buyer and the Buyer is presently entitled (within the meaning of the *Income Tax Assessment Act 1997* (Cth)) to all of the Interest as at the end of that Income Year; and
 - (b) to the extent of any entitlement to the Interest income arising under clause 8.15(a), the Parties agree and instruct the Deposit Holder that all of the Interest (after any withholding of tax) is to be re-invested by or on behalf of the Parties, on the same terms as the Deposit is invested, until the Interest earned on the Deposit is paid in accordance with this Contract. The Parties accept and acknowledge that any re-investment in accordance with this clause 8.15(b) satisfies the distribution to which the Parties would otherwise be entitled.
- 8.16** The Parties agree that the Deposit Holder will have no liability to any Party arising out of any withholding tax, fees or charges (including break fees or early redemption charges) being withheld or charged in respect of Interest, irrespective of whether or not all Parties notified the Deposit Holder of their tax file numbers.

- 8.17** The Parties acknowledge that:
- (a) MinterEllison is acting as both the Deposit Holder and the Seller's Solicitor; and
 - (b) in the event of a dispute between the parties about entitlement to the Deposit and Interest:
 - (i) MinterEllison's obligations as Deposit Holder may conflict with and override its obligations as the Seller's Solicitor; and
 - (ii) depending on the relevant circumstances, as Deposit Holder MinterEllison may:
 - (A) be required, or may choose, to pay the Deposit and Interest into court;
 - (B) pay the Deposit and Interest in accordance with the procedures set out in Chapter 3, Part 3.3, Division 2A of the LPA; or
 - (C) retain the Deposit and Interest until payment is authorised by both parties or until entitlement to the Deposit is decided by a court.
- 8.18** The Parties release the Deposit Holder from all Claims in connection with any payment of the Deposit made by the Deposit Holder in accordance with clause 8.17(b)(ii).
- 8.19** The Parties acknowledge that for the purposes of the Property Law Act (as to contracts containing promise for benefit of third party), clauses 7 and 8 contain promises for valuable consideration made for the benefit of the Deposit Holder (the **Third Party Provisions**).
- 8.20** The Deposit Holder:
- (a) is taken to have accepted the benefit of the Third Party Provisions; and
 - (b) may enforce the Third Party Provisions directly against the Parties.
- 8.21** The Party who is entitled to the Interest (and if more than one, in proportion to their respective entitlements) authorises the Deposit Holder to retain from the amount of the Interest, the sum of \$300 (including GST) in payment to the Deposit Holder for its role in investing the Deposit. This amount is to be released to the Deposit Holder for its absolute benefit after termination or Settlement of the Contract (as the case may be, and not earlier than the relevant event occurs).

9. Entitlement to Deposit and Interest

9.1 Entitlement to the Deposit and Interest is determined as follows:

Circumstance	Entitlement to Deposit	Entitlement to Interest
If this Contract settles	Seller	Buyer
If this Contract is terminated without default by Buyer	Buyer	Buyer
If this Contract is terminated due to default by Buyer	Seller	Seller

- 9.2** If this Contract is terminated, the Party not entitled to the Deposit accepts that they have no claim to any Interest and relinquishes any claim against the Deposit Holder in relation to the Deposit and all Interest, including amounts which have been re-invested.
- 9.3** Any Interest payable to the Parties may be paid within a reasonable period after Settlement (but not more than 3 months from the date of Settlement). The Parties agree they cannot require the Interest to be paid at Settlement.
- 9.4** The parties agree that any Interest payable to the Buyer may be paid by the Deposit Holder by way of a cheque or electronic funds transfer to the trust account of the Buyer's Solicitor.

10. Bank guarantee

10.1 Instead of paying the Deposit as a cash payment, the Buyer may lodge with the Seller's Solicitor a bank guarantee which satisfies the requirements of this clause 10.

10.2 If the Buyer has already paid a cash Deposit, the Buyer may at any time elect to replace that cash Deposit with a bank guarantee which satisfies the requirements of this clause 10.

10.3 A bank guarantee must:

- (a) be issued by an Australian bank;
- (b) be for the amount of the Deposit;
- (c) be issued in favour of the Deposit Holder (as 'Favouree' as opposed to specifying the Seller as Favouree);
- (d) specify that the Seller has agreed to accept the bank guarantee instead of payment of a cash deposit;
- (e) require the bank to pay the Deposit Holder the Deposit amount immediately on presentation of the bank guarantee without first checking with the Buyer or any other person;
- (f) have no expiry date and be expressed to be unconditional and irrevocable;
- (g) contain the names of the Seller and the Buyer (and no other third party) and make reference to this Contract and the sale made under it, for example:
117 Victoria Street West End Pty Ltd ACN 672 851 679 (as Seller) sale of lot [No.] 'Rivara' to [Buyer's Name]; and
- (h) be otherwise on terms and conditions and in a form satisfactory to the Seller and any Seller's financier.

10.4 The Seller may, in its discretion, accept a bank guarantee which is in favour of the Deposit Holder but otherwise does not comply with the provisions of this clause 10. If that happens, if directed by the Seller at any time before Settlement to do so, the Buyer must, as an Essential Term, at the Buyer's expense, within 10 Business Days after direction, replace the bank guarantee with an instrument which complies with the requirements of this clause 10 or a cash payment of the Deposit.

10.5 The Buyer must not do anything which may cause the bank guarantee to be withdrawn, revoked, terminated, compromised or limited in any way. This is an Essential Term.

11. Deposit Bond

11.1 The Seller may, in its discretion and without any obligation to do so, accept from the Buyer as security for payment of the Deposit a Deposit Bond to be lodged with the Seller's Solicitor which may or may not be limited as to time.

11.2 If that happens, the Buyer must, as an Essential Term:

- (a) at the Buyer's expense, within 10 Business Days after a written direction by the Seller, replace the Deposit Bond with a cash payment of the Deposit or bank guarantee that satisfies the requirements of clause 10; or
- (b) if the Deposit Bond is limited as to time, and without any direction by the Seller to do so, replace the Deposit Bond, not less than 20 Business Days before its expiry date with a replacement Deposit Bond (which the Seller may or may not accept in its discretion), cash payment of the Deposit or bank guarantee that satisfies the requirements of clause 10.

11.3 The Seller's Solicitor or Deposit Holder may call upon a Deposit Bond lodged under this clause 11 if:

- (a) this Contract has been terminated for default by the Buyer and the Seller has declared the Deposit forfeited; or

- (b) if:
 - (i) the Buyer has delivered a Deposit Bond which is limited by time;
 - (ii) failed to comply with clause 11.2; and
 - (iii) the terms of the Deposit Bond permit a call to be made on it without termination of this Contract by the Seller.

11.4 The Buyer must not do anything which may cause the Deposit Bond to be withdrawn, revoked, compromised, terminated or limited in any way. This is an Essential Term.

12. Calling on bank guarantee or Deposit Bond

12.1 The Seller, Seller's Solicitor or Deposit Holder is not required, as a precondition to a call being made, to notify the Buyer that:

- (a) the bank guarantee or Deposit Bond is due to expire and must be replaced; or
- (b) a call is to be made.

12.2 If the Seller's Solicitor or Deposit Holder calls upon the bank guarantee or Deposit Bond, the proceeds received must be dealt with in accordance with the relevant provisions of the BCCM Act and the terms of this Contract.

12.3 The Deposit Holder is not liable for the loss of the bank guarantee or Deposit Bond or for making any call on or demand under the bank guarantee or Deposit Bond unless that action occurs as a result of fraud or bad faith by the Deposit Holder. All persons claiming any beneficial interest in or over the bank guarantee or Deposit Bond are deemed to take with notice of and subject to the protection conferred by this clause 12 upon the Deposit Holder.

13. Instalment contracts

13.1 If:

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

then

- (d) the Buyer consents, for the purposes of the Property Law Act, to the Seller:
 - (i) mortgaging or charging the Parcel or any part of it (including the Property) on terms and conditions the Seller in its discretion determines providing that the amount of borrowing secured does not exceed the Maximum Borrow Amount; and
 - (ii) selling parts of the Parcel (for example, other lots in the Scheme) to other buyers; and
- (e) the Buyer consents, for the purposes of the Property Law Act, to the removal by the Seller of any caveat lodged by the Buyer.

13.2 Despite any contrary provision in this Contract, the Buyer is not bound to make a payment or payments of amounts which total in excess of the Prescribed Percentage without becoming entitled to receive a conveyance in exchange for the payment or payments.

13.3 Nothing in this Contract permits the Buyer to elect that this Contract be performed in a manner which would constitute it as an Instalment Contract.

13.4 The provisions of this clause 13 are mandatory overriding provisions and override any other provision of this Contract including the Special Conditions.

Part F Colour Scheme & Upgrades

14. Upgrade Options Form

14.1 This Contract may include an Upgrades Options Form which sets out:

- (a) the Colour Scheme elected by the Buyer; and
- (b) certain finishes and upgrades to the Property.

14.2 If an Upgrades Options Form is included in this Contract:

- (a) this Contract and any applicable Specifications are varied so that the Colour Scheme and any finishes or upgrades selected in the Upgrades Options Form apply;
- (b) subject to the rights of the Seller under this Contract to make Variations, the Seller will cause the Property to be built to include the Colour Scheme and any finishes or upgrades selected in the Upgrades Options Form; and
- (c) if there is any inconsistency between the Specifications in the Disclosure Documents and the Colour Scheme and any finishes or upgrades selected in the Upgrades Options Form, the Upgrades Options Form will prevail.

14.3 If the Buyer fails to make an election of the Colour Scheme in the Upgrades Options Form:

- (a) the Seller has no obligation to make enquiries of the Buyer as to the Buyer's preferred Colour Scheme;
- (b) the Seller may cause the Lot to be constructed with the Colour Scheme that the Seller (acting reasonably) determines; and
- (c) the Buyer must not Object except where the Buyer is entitled to exercise any Buyer Rights.

14.4 If the Buyer has made an election of a Colour Scheme in the Upgrades Options Form, and the Seller, for any reason whatsoever, fails to cause the Lot to be constructed with the Colour Scheme selected by the Buyer:

- (a) the Seller will provide reasonable notice to the Buyer;
- (b) the Buyer may make a claim for compensation; and
- (c) the amount of any claim for compensation made by the Buyer under this clause 14.4 must be limited to an amount no greater than the reduction in value (if any) of the Property occurring as a result of the Seller's failure to cause the Lot to be constructed with the Colour Scheme selected by the Buyer.

14.5 Nothing in clause 14.4 restricts the Buyer Rights.

Part G Seller's conditions

15. Sunrise Date

15.1 At any time up to and including the Sunrise Date, the Seller may, by Notice to the Buyer, terminate this Contract if, acting in good faith, the Seller reasonably believes that the Development or carrying out of the development of the Development or the Scheme will not proceed or that the continued existence of this Contract or other contracts may jeopardise the Seller's ability to undertake or continue the carrying out of the development of the Development or Scheme.

- 15.2** The Parties acknowledge and agree that the following circumstances may jeopardise the Seller's ability to undertake or continue the development of the Scheme:
- (a) any proposed financier will not consider this Contract to be a qualifying pre-sale contract for funding purposes;
 - (b) the Seller is of the view that it is unlikely to obtain funding to enable the construction of relevant improvements on terms and conditions satisfactory to the Seller;
 - (c) insufficient sales of proposed lots have occurred or sales projections are insufficient; or
 - (d) the Seller is of the view it may not be able to satisfy the Conditions Subsequent by the Sunset Date (or by a sufficient time prior to the Sunset Date in order to meet requirements imposed by the proposed financier).
- 15.3** If this Contract is terminated under clause 15.1, the Deposit and Interest must be released to the Buyer and the Buyer has no further Claim against the Seller.
- 15.4** The Seller may waive the benefit of this clause 15 at any time. The Seller is taken to have waived the benefit of this clause 15 if the Seller has not terminated this Contract by the Sunrise Date.
- 15.5** If this Contract is entered into after the Sunrise Date, then this clause 15 does not apply.

16. Conditions Subsequent

- 16.1** Settlement of this Contract is subject to the Seller satisfying the following Conditions Subsequent:
- (a) the Seller obtaining all necessary Authority approvals for the Development and Scheme;
 - (b) construction of the Property being substantially complete;
 - (c) recording of the CMS (which includes the Lot) with Titles Queensland;
 - (d) registration of the Plan;
 - (e) issue of a certificate of occupancy (or equivalent) under the *Building Act 1975* (Qld) (or equivalent) for that part or parts of the Scheme within which the Lot is situated; and
 - (f) issue of a final inspection certificate or pool safety certificate (or equivalent) for any pool located within the Lot (or an EU Area allocated to the Lot).
- 16.2** The Seller must use all reasonable endeavours to satisfy the Conditions Subsequent by the Sunset Date.
- 16.3** Before the Sunset Date the Seller may, by Notice to the Buyer, terminate this Contract where, the Seller (acting reasonably) considers at any time that any of the Conditions Subsequent will not be satisfied by the Sunset Date.
- 16.4** On termination under this clause 16:
- (a) the Deposit and Interest must be released to the Buyer; and
 - (b) neither Party has any further Claim against the other Party.

17. Seller's right to terminate

- 17.1** Clause 17.2 applies if an Authority:
- (a) refuses to grant or revokes a necessary permit or approval required to satisfy the Conditions Subsequent or for the development of the Development and Scheme;
 - (b) grants or intimates that it proposes to grant an approval or permit for the development of the Development or Scheme containing conditions with which the Seller (acting reasonably) is unable or not willing to comply subject to clause 17.3;
 - (c) refuses to seal or provide its consent to the CMS or the Plan; or

- (d) agrees to seal or provide its consent to the CMS or the Plan on conditions with which the Seller (acting reasonably) is unable or not willing to comply subject to clause 17.3.

17.2 If this clause 17.2 applies, the Seller may terminate this Contract by Notice to the Buyer. On termination under this clause 17:

- (a) the Deposit and Interest must be released to the Buyer; and
- (b) neither Party has any further Claim against the other Party.

17.3 The Buyer acknowledges and agrees that:

- (a) at the Contract Date, the Seller may not know all of the conditions, imposed or to be imposed by Authorities which are required to satisfy the Conditions Subsequent or for the development of the Development or Scheme;
- (b) there may be a various reasons why the Seller (acting reasonably) may be unable or unwilling to comply with the conditions imposed by Authorities, including that such conditions make the carrying out of the Development or Scheme (or the relevant parts thereof) commercially or financially undesirable or unviable (including having regard to all risks); and
- (c) it will not be unreasonable for the Seller to refuse to accept conditions, if in the Seller's reasonable opinion conditions make the carrying out of the Development or Scheme (or the relevant parts thereof) commercially or financially undesirable or unviable (including having regard to all risks) for the Seller.

18. Sunset Date

18.1 Settlement must be effected by the Sunset Date, failing which either Party may terminate this Contract by Notice to the other Party. If this happens:

- (a) the Deposit and Interest must be released to the Buyer; and
- (b) neither Party has any further Claim against the other Party.

18.2 Notwithstanding clause 18.1, if Settlement has not been effected because of a Party's default, the other Party has no right to terminate this Contract.

Part H Construction

19. Standards and Common Property finishes

19.1 The Seller will, subject to the terms of this Contract, including those regarding the rights of the Seller to make Variations, cause the Scheme, including the Lot, to be built substantially in accordance with the Identification Plan, the Floor Plan and the Specifications, in a good and workmanlike manner.

19.2 All Common Property finishes and landscaping will be determined by the Seller (acting reasonably).

20. Construction activities

20.1 The Seller will effect settlement of the sale of the various lots within the Development at different times and potentially on a staged basis.

20.2 The Buyer acknowledges that construction of the Development and certain components of the Scheme may not be totally complete at Settlement and may be completed after Settlement.

20.3 The Buyer must not Object to:

- (a) any building of improvements or any other construction related activities done on the Parcel or Scheme Land or within the Development including any noise, nuisance or other inconvenience which might arise from such activities;
- (b) the reasonable use by the Seller and any person authorised by the Seller of parts of the Development or Scheme Land for construction access and storage of building materials, vehicles, equipment or fill;
- (c) the Seller and any person authorised by the Seller (acting reasonably) causing areas to be temporarily closed off which the Seller and/or person authorised by the Seller considers reasonably necessary to facilitate the construction of any part of the Development or Scheme; or
- (d) the Seller (acting reasonably) not making available for use by occupants certain areas of Common Property (including hoarding or closing off areas to prevent access and use) due to safety reasons or to enable the further carrying out of the development of the Development or Scheme or construction activities generally,

including if these things occur after Settlement and for an extended period after Settlement.

20.4 Nothing in this clause 20 restricts the Buyer Rights.

20.5 The Buyer must comply with any reasonable directions of the Seller and any contractor appointed or authorised by the Seller while building of improvements is being carried out on the Parcel or within the Development, including directions related to traffic flow, both vehicle and pedestrian.

21. Buyer's consent to further development

21.1 The Buyer consents to any application for any approval made by (or on behalf of) the Seller to any Authority as the Seller (acting reasonably) considers necessary or desirable for the further carrying out of the development of the Development or Scheme where, in forming such view, the Seller will have regard to:

- (a) the requirements of Authorities;
- (b) the benefit and amenity that such applications will provide the Development and/or Scheme; and
- (c) the ongoing Costs to be incurred by the Development and/or Scheme in making such applications.

21.2 The Buyer agrees, if directed by the Seller:

- (a) to sign and return any instrument of consent in connection with an application contemplated in clause 21.1 presented to it by the Seller within 5 Business Days after presentation; and
- (b) to vote in favour of any resolution of the Body Corporate which facilitates, enables or authorises the further carrying out of improvements as tabled by, on or behalf of or at the request of the Seller at meetings of the Body Corporate.

21.3 The Buyer must not Object to any application for any approval made with any Authority for further development or the carrying out of improvements, except where the Buyer is entitled to exercise any Buyer Rights.

22. Buyer's acknowledgment about finishes

22.1 The Buyer acknowledges that:

- (a) concrete, driveways, verandas, balconies, planter boxes, terraces, slabs, tiled areas and other exposed surfaces, cornices, architraves and similar areas may develop imperfections (such as cracks) due to temperature changes and normal settlement;

- (b) some of the materials used in the construction of the Lot and the Scheme, particularly in finishes and fittings, may comprise natural products, such as stone, timber and the like and these materials may:
 - (i) exhibit variations and imperfections such as in shade, colour, texture, surface, finish, markings or the like and may contain natural fissures, occlusions, lines, indentations or the like;
 - (ii) expand, contract or distort over time as a result of exposure to heat, cold, changes in humidity, temperature or the like;
 - (iii) mark or stain if exposed to certain substances or stain over time; or
 - (iv) be damaged or disfigured by impact or scratching or other mechanical means; and
- (c) for any installed plush/cut pile carpet an occurrence known as 'permanent pile reversal shading' (also known as 'watermarking') may randomly appear in the carpet due to the reversal of the pile direction or due to reflection of light from pile tufts which come to lay in different directions (sometimes also creating an effect that resembles water spillage or stains).

22.2 The Seller discloses that where natural stone (including travertine), reconstituted stone or similar products are included in the Specifications or Upgrades Options Form:

- (a) the stone is a natural substance, and that different types of stone, as well as individual pieces of stone within any given type, may:
 - (i) vary in texture, shade, colour, texture, surface, finish, markings, thickness, density, durability or fitness for a particular use or purpose;
 - (ii) contain natural fissures, occlusions, lines, indentations and like markings; and
 - (iii) be porous;
- (b) the stone may:
 - (i) mark, chip, stain, peel, flake, bleed, oxidize, expand or contract or otherwise deteriorate over time or due to exposure to certain substances; and
 - (ii) be damaged by impact, scratching or other mechanical means,
 and all of these attributes should be considered when choosing stone, especially any exterior application subject to moisture;
- (c) exposure to weather (heat, cold, changes in humidity, temperature or the like), certain substances or measures used by the Buyer may affect the long-term performance and durability of stone; and
- (d) the Seller makes no warranties, express or implied, regarding the fitness of stone for any purpose.

22.3 The Buyer acknowledges and agrees that:

- (a) the stone should be cared for in the manner recommended by the manufacturer, including by removing moisture and attending to spills immediately and may require sealing from time to time to maintain appearance and performance; and
- (b) from the Contract Date, the Buyer accepts the risk inherent in the use, installation and maintenance of this natural substance and waives any and all Claims which the Buyer may have against the Seller arising from the marking, chipping, staining, peeling, flaking, bleeding, oxidation, or other deterioration of this natural substance except to the extent the Claim was caused or contributed to by the default, wilful or negligent act or omission of the Seller or Builder.

22.4 The Buyer acknowledges and agrees:

- (a) natural stone has specific characteristics which are integral to its aesthetic and appeal;

- (b) natural veining in natural stone will be unique for each piece and will differ from the stone shown in Marketing Materials (including in any display);
- (c) pitting and indentations are characteristic of natural stone and these characteristics may mean that edges and corners are not straight or may have a 'chipped' appearance;
- (d) different pieces of natural stone, even those from the same quarry, vary in appearance, meaning that some sheets may look more heavily 'patterned', or have higher levels of colour, grain or shading variability than others;
- (e) due to natural variations, pieces will not match and 'vein matching' cannot be achieved;
- (f) some surfaces will be unfilled, some will be filled and some will be partially filled (or in any combination).

22.5 The Buyer agrees that the kinds of matters and imperfections described in this clause 22 and examples of which are shown in Schedule 1 are natural occurrences.

22.6 Damage or disfigurement of stone (including by impact or scratching or other mechanical means) caused or contributed to by the default, wilful or negligent act or omission of the Seller or Builder is not excluded from being a Defect.

22.7 The Buyer agrees that the kinds of matters and imperfections described in this clause 22 are, other than as described in clause 22.4, natural occurrences.

22.8 The Buyer must not Object as a result of the existence or occurrence of any of the matters set out in this clause 22, other than as described in clause 22.4, except where the Buyer is entitled to exercise any Buyer Rights.

23. Substitution of Stone Products

23.1 In this clause 23:

- (a) **Approval** means all approvals relating to the development of the Scheme;
- (b) **Stone Products** means quartzite, granite, natural stone, engineered stone and other similar products used as a building material including for benchtops, vanity tops, laundry tops, floor tiles, pavers and outdoor areas; and
- (c) **Silicosis Risk** means the risk of a person developing silicosis or other health related risk caused by, or associated with, the cutting, grinding or polishing of Stone Products.

23.2 The Buyer acknowledges that:

- (a) there is a national heightened awareness of and ongoing investigations (including by Government) into understanding Silicosis Risk and how it can be mitigated; and
- (b) as at the Contract Date, the Seller intends for Stone Products to be used in the construction of the Property (if specified in the Finishes) and in the broader construction of the Scheme (including the Building and Common Property) subject to further understanding:
 - (i) appropriate mitigants for Silicosis Risk for the Builder and its contractors; and
 - (ii) any relevant law, order, notice, Approval or requirement of any Authority (including the potential for any changes to law, orders, notices, Approvals or requirements) in respect of types of Stone Products and managing or mitigating Silicosis Risk.

23.3 The Buyer acknowledges and agrees that:

- (a) where the Builder or its contractors are exposed to Silicosis Risk which in the Seller's assessment cannot be reasonably managed; or
- (b) if required to comply with any relevant law, order, notice, Approval or requirement of any Authority in respect of types of Stone Products and managing or mitigating Silicosis Risk,

the Seller may approve variations to:

- (c) the Finishes (including as varied by an Upgrades Options Form or Special Condition); and
- (d) the specifications and fittings for the Scheme including the Building and Common Property,

to substitute some or all Stone Products with building materials (including without limitation different Stone Product with lower silica content, porcelain or other low silica material) of comparable aesthetic quality and functionality (as determined by the Seller (acting reasonably)).

23.4 The Buyer acknowledges and agrees that:

- (a) any Marketing Materials, the Contract and the Disclosure Documents may show Stone Products but these are indicative only, and may not represent the final product; and
- (b) the Seller makes no representation and gives no warranty that any Stone Product detailed in:
 - (i) the Finishes (including as varied by an Upgrades Options Form or Special Condition); and
 - (ii) the specifications and fittings for the Scheme including the Building and Common Property,will be constructed or delivered.

24. NBN

24.1 Clause 24.2 applies if the Scheme is part of or eligible to participate in the National Broadband Network or similar. The Seller makes no representation to the Buyer that the Scheme will be part of the National Broadband Network or similar. The Seller (acting reasonably) may, at any time in its discretion, enter into an agreement with NBN Co for the installation of network infrastructure in and to the Scheme to form part of the National Broadband Network.

24.2 If this clause 24.2 applies:

- (a) the Buyer must, if directed at any time (including after Settlement) by the Seller, do anything reasonably required by the Seller to enable the Seller or any related party of the Seller to comply with its obligations to NBN Co. This includes:
 - (i) transferring ownership in utility infrastructure and networks to NBN Co; and
 - (ii) granting exclusive and non-exclusive licenses for the use of utility infrastructure and networks to NBN Co; and
- (b) the Seller may cause the Body Corporate to:
 - (i) subject to clause 33.1, grant licences, including exclusive licences, over broadband network fibre and associated infrastructure on such terms as it considers appropriate (including the ability by the licensee to grant sub-licences) and as required by telecommunications suppliers (such as NBN Co); or
 - (ii) waive any right the Body Corporate has to be given notice in relation to any activity to be undertaken on the Scheme Land or within the Scheme or any ancillary areas to them, which is authorised under the *Telecommunications Act 1997* (Cth), and any right the Body Corporate may have to object to those activities.

24.3 An NBN connection point to enable the Property to connect to the NBN may or may not be installed at the Property prior to Settlement (**NBN Connection Point**).

24.4 The Seller discloses that the equipment necessary to connect the Property to the National Broadband Network via the NBN Connection Point (**NBN Equipment**) may or may not have been installed at the Property at Settlement.

24.5 The Seller makes no representations or warranties as to:

- (a) the reliability, speed or quality of any NBN or other telecommunications service or connection; or
- (b) the requirement for any equipment or modem (if applicable, in addition to the NBN Equipment) which may be necessary to provide internet connection to the Property.

24.6 The Buyer must not Object to any matter set out in this clause 24 or to the Seller exercising any rights set out in this clause 24 except where the Buyer is entitled to exercise any Buyer Rights.

Part I Uses

25. Mix of proposed uses

25.1 The Buyer acknowledges and agrees that:

- (a) the Development, as at the time the Buyer signs this Contract, is proposed to include residential uses (and uses ancillary thereto, including under the Management Rights Agreement);
- (b) at the time the Buyer signs this Contract, the Seller may not know what the mix of uses will ultimately be because it depends on uncertain factors such as market demand, the economy generally, availability of suitable buyers and tenants, requirements imposed by Authorities and other factors;
- (c) the Development may be used for any purpose permitted by any Authority from time to time or otherwise determined by the Seller in its discretion, which may include commercial, retail or other uses; and
- (d) the area surrounding the Development is a vibrant community comprised of various uses (including hospitality, public use areas including parks and recreational areas) which may, amongst other uses, interfere with the quiet enjoyment of the Property and the Scheme due to noise, nuisance or other inconveniences.

25.2 The Buyer acknowledges and agrees that it:

- (a) buys the Property with full knowledge of the matters referred to in this clause 25, the Disclosure Documents and Marketing Materials; and
- (b) must not Object to those things or the interruption of the Buyer's quiet use and enjoyment of the Property by members of the public, noise, nuisance or other inconveniences which might arise from them except where the Buyer is entitled to exercise any Buyer Rights.

26. Use for marketing

26.1 The Seller reserves the right to use any lot as a display unit for the sale of lots in the Development and display of advertising material on the Common Property as the Seller (acting reasonably) considers necessary or desirable.

26.2 The Seller (together with its guests and invitees) reserves the right to use any part of the Development or Scheme including the Common Property for the purposes of marketing and sales functions where the Seller will provide reasonable notice to the Body Corporate of such functions.

26.3 The Buyer must not Object to any of the matters set out in this clause 26 except where the Buyer is entitled to exercise any Buyer Rights.

27. Views and outlook

27.1 This clause 27 applies if the Buyer asserts that statements were made to the Buyer by or on behalf of the Seller about views or the outlook available from the Development, Scheme or the Lot at or after Settlement.

27.2 The Buyer acknowledges that:

- (a) notwithstanding what the Buyer may have been told, the Seller makes no promise and provides no assurance that any particular view or outlook will be available or will continue to be available;
- (b) the Seller does not know what future development may occur in respect of properties adjacent to or surrounding the Development or Scheme Land including two adjoining parcels of land between the Parcel and the Brisbane River being:
 - (i) Lot 1 on RP124664 which is an estate in fee simple owned by Brisbane City Council ; and
 - (ii) Lot 900 on SP237808 which is a reserve (purpose: park and recreation) of which Brisbane City Council is the trustee,and the Seller has no control over the maintenance of those areas (including as to vegetation) or improvements or other changes which may be made to those areas;
- (c) other development upon the Parcel may interrupt the views and outlook;
- (d) if properties (including parks and recreational areas) adjacent to or surrounding the Development or Scheme Land are developed or changed, such development or changes may interrupt the views and outlook; and
- (e) views may also be impacted by changes in the design, configuration or construction of the Development, Scheme or the Lot or parts of them including windows, balcony treatments, facades, screens, landscaping, Common Property elements including landscaping and architectural elements or by changes in the materials used.

27.3 The Buyer must not Object as a result of the actual views or outlook available from the Development, Scheme or the Lot at or after Settlement being affected or any shadowing occurring, including by the matters referred to in clauses 27.2(c) to 27.2(e) (both inclusive) except where the Buyer is entitled to exercise any Buyer Rights.

27.4 The Seller may cause the Body Corporate to enter into (or become party to) an agreement with Brisbane City Council in relation to land adjoining Scheme Land (being Lot 1 on RP124664 which is located between the Parcel and the Brisbane River) to enable the Body Corporate to maintain landscaping. The Buyer must not Object in respect of such an agreement (or similar arrangement), or in the event such an agreement is not entered into, except where the Buyer is entitled to exercise any Buyer Rights.

Part J Variations

28. Buyer's agreement and acknowledgements about Variations

28.1 The Buyer acknowledges and agrees that:

- (a) as the Property is sold 'off the plan', there are likely to be differences between the Development, the Scheme and the Property as shown or described in any Marketing Materials, the Contract and the Disclosure Documents and as titled, built or completed;
- (b) the Seller has made no representation and given no warranty that the Development, the Scheme or the Property as built will be exactly the same as shown or described in any

Marketing Materials, the Contract or the Disclosure Documents, or, if any such representation has been made or warranty given, it is hereby withdrawn by the Seller;

- (c) minimum flood planning levels that apply to new development do not necessarily mean that the Development will never flood;
- (d) the Seller has made no representation and given no warranty that the Development, the Scheme or the Property will not flood or be subject to any other inundation from time to time (recognising there is an inherent risk given the proximity to the Brisbane River amongst other factors);
- (e) the location, dimensions or description of any proposed EU Areas are not essential terms of this Contract;
- (f) prior to entry into this Contract, the Buyer was given the opportunity to negotiate the terms of this Contract and to specify any aspect of the location, dimensions or description of the EU Areas which are relevant or important to the Buyer;
- (g) the Seller may, in its discretion, determine and change the access arrangements as between the Lot as built and any relevant EU Areas;
- (h) the Seller may not, from time to time, own or have control over all of the Parcel, the Development or the Scheme;
- (i) the intention of the Seller to carry out the entire Development may not be fixed and unequivocal and the Seller may carry out only some parts of the Development and not others;
- (j) the Seller may not have finalised the design for or applied for, obtained or finalised all necessary approvals for the Development, the Scheme or the Property (noting that, for example, the Seller may apply for minor changes or other amended or further approvals);
- (k) any statements made in any Marketing Materials, this Contract or the Disclosure Documents regarding the Seller's intentions about the carrying out of the Development or the Scheme are:
 - (i) statements of the Seller's then present intention only and not predictions or representations that the Development or the Scheme will be carried out with that information; and
 - (ii) correct as at the Contract Date but may cease to be so in the future as circumstances change;
- (l) the Development, the Scheme and the Property may be subject to Variations for various reasons including requirements of Authorities, financial feasibilities, construction costs, market conditions and rates of sale of lots (including after Settlement);
- (m) components of the Development and the Scheme (including community facilities) may not proceed or may be developed subject to significant Variations (which may include changes to use, height, scale, density, design or other elements) for various reasons including those specified in this clause 28 and which may change the character of the Development;
- (n) any information about the carrying out of the Development (including that contained in the Disclosure Documents and Marketing Materials) is not a prediction, promise or representation to the Buyer that the Development will be carried out in accordance with that information but are statements of intention only; and
- (o) the Buyer:
 - (i) has not relied on or been induced to enter into this Contract or purchase the Property by any information about the carrying out of the Development or the Scheme; and

- (ii) accepts the risk that any part of the Development or the Scheme may not be carried out or may be carried out subject to Variations in accordance with this Contract.

28.2 The Buyer acknowledges and understands that the Seller:

- (a) has relied on and been induced by the matters acknowledged and agreed to by the Buyer under clause 28.1 in deciding to enter into this Contract; and
- (b) would not have agreed to sell the Property to the Buyer but for the acknowledgements and agreements of the Buyer under clause 28.1.

29. Seller's right to make Variations

29.1 The Seller may make Variations to the Development, Scheme, Common Property, Lot, EU Areas and Finishes so that they are different from those depicted in any Marketing Materials, this Contract and the Disclosure Documents, which the Seller:

- (a) is required to do to comply with any requirement of an Authority; or
- (b) (acting reasonably) considers necessary or desirable where, in forming such a view, the Seller will have regard to:
 - (i) the benefit and amenity that such Variations will provide the Development and/or Scheme; and
 - (ii) the ongoing Costs to be incurred by the Development and/or Scheme in undertaking such Variations.

29.2 The Buyer must not Object because of any such Variations in clause 29.1 providing:

- (a) in the case of Variations to the Development, Scheme or the Common Property they do not:
 - (i) materially detract from the character or standard of the Scheme; or
 - (ii) have a direct material adverse effect on the use or the value of the Property;
- (b) in the case of Variations to the Lot, they are Permitted Variations;
- (c) in the case of Variations to EU Areas:
 - (i) if the Variations are to a parking area, that the Buyer receives the benefit of another parking area in which an average sedan motor vehicle can be parked (unless the original proposed area is a designated 'small car space' in which case the Buyer must receive at least an alternate 'small car space' or the original proposed area is not in tandem in which case the Buyer must not receive an allocation of tandem car park spaces);
 - (ii) if the Variations are to a storage area, that the Buyer receives the benefit of a storage area or areas which are similar in aggregate size; and
 - (iii) in all other cases of Variations to EU Areas, that the Variations are Permitted Variations; or
- (d) in the case of Variations to Finishes:
 - (i) any substituted items are of approximately the same or comparable quality or superior quality;
 - (ii) if the substituted items are of less than approximately the same or comparable quality, the Variations are Permitted Variations; or
 - (iii) if the Variation to the Finishes is an omission, the Variation is a Permitted Variation; or

- (e) in the case of any Variation, if the Seller has given the Buyer a Further Statement concerning the Variation and a period of 21 days has elapsed after the Seller has given the Buyer the Further Statement.
- 29.3** The Buyer acknowledges that the structural design of the car parking and storage levels which form part of the Scheme may not be finalised as at the Buyer's entry into this Contract. The structural design may necessitate the installation of columns, walls and other structural elements and service pipes, conduits and the like next to or partially within a parking or storage area which may interfere with the convenient use of the area. The Buyer must not Object to any such installation.
- 29.4** The Buyer acknowledges that in relation to tandem car park spaces and certain storage spaces, the use of one space is physically contingent on the use of the other space and the spaces are unable to be reallocated separately.
- 29.5** The Buyer acknowledges that there is no direct lift access to:
- (a) part of Level A (Ground/Level 1) containing EU Areas C109-C132 and S16 and the garage level of Lots 1-12 (River homes); and
- (b) Level C (Level 2 mezzanine) containing EU Areas C297-C345 and S51-S62),
- and users of those areas need to traverse the ramp up/down to (as applicable) the balance of Ground/Level 1 or Level 2 of the Scheme to access the lift(s).
- 29.6** Each Variation of the Lot is to be considered separately in determining if the Variation is a Permitted Variation. The Parties agree that regard will not be had to the aggregate effect of more than one Variation, in making a determination as to whether a Variation is, or is not, a Permitted Variation.
- 29.7** Without limitation as to what may constitute a Permitted Variation, a Variation in the size of the Lot as shown on the Plan and that identified on the Identification Plan will be deemed to be a Permitted Variation, unless the difference in size is greater than 5%.
- 29.8** Without limitation as to what may constitute a Permitted Variation, any Variation to the balustrade and balcony finishes including relating to any Common Property adjoining balconies and courtyards such as planter boxes or landscaping elements (including to the type, form, height, length, location and design) will be deemed to be a Permitted Variation provided that the balustrade, balcony and courtyard finishes remain generally in keeping with the Scheme.
- 29.9** The Buyer must not Object to any Variations the possibility of which are disclosed to the Buyer in the Disclosure Documents or this Contract, except where the Buyer is entitled to exercise any Buyer Rights.

Part K Defects

30. Lot inspection

- 30.1** When the Seller is of the reasonable opinion that the construction of the Lot is substantially complete, except for omissions and defects which the Seller (acting reasonably) is of the view do not prevent a reasonable inspection occurring, the Seller must give Notice to the Buyer that the Lot is available for inspection (**Inspection Notice**).
- 30.2** Within 14 days after receiving an Inspection Notice, or in any case before the Settlement Date, the Buyer must arrange for the Lot to be inspected by the Buyer or its representative in company with a representative of the Seller (**Pre-settlement Inspection**).
- 30.3** During the Pre-settlement Inspection, the Parties (or their representatives) must inspect the Lot for any Defects and must complete and sign 2 copies of a certificate in a form reasonably specified by the Seller (**Inspection Certificate**) that, as applicable:

- (a) confirms that the Lot is free of obvious Defects;
- (b) identifies Defects in the Lot that require completion or fixing and confirms that the Lot is otherwise free of Defects;
- (c) in relation to an issue or matter about which the Parties are unsure as to whether the issue or matter is a Defect, identifies the issue or matter as having to be referred to the Builder; and
- (d) if the Parties are unable to agree on an issue or matter, lists the issue or matter as 'disputed'.

30.4 A matter is not a Defect if:

- (a) the matter has arisen due to the relevant elements of the Lot not being maintained in accordance with any warranty requirements and maintenance recommendations;
- (b) it is a natural occurrence as contemplated in clause 22.7;
- (c) it relates to materials used in the Lot (particularly in finishes and fittings) which comprise natural products (such as stone, timber and the like) that:
 - (i) exhibit variations:
 - (A) between different areas of the finished product; or
 - (B) in shade, colour, texture, surface finish, markings, or the like;
 - (ii) contain natural fissures, occlusions, lines, indentations or the like;
 - (iii) fade, warp, scratch, expand, contract or distort over time whether as a result of exposure to heat, cold, weather or the like or otherwise;
 - (iv) mark or stain due to exposure to certain substances or stain over time; or
 - (v) can be damaged or disfigured by impact or scratching or other mechanical means; or
- (d) it relates to plush (cut) pile carpet installed in the Lot that undergoes a phenomenon known as 'Permanent Pile including as a result of the Seller having made Variations Reversal Shading' evident through the appearance of a 'water marking effect' in the carpet due to reversal of the pile direction.

30.5 If an issue or matter described in the Inspection Certificate is noted as 'to be referred to the Builder', then the Seller must, within 10 Business Days of receiving a signed Inspection Certificate, refer the issue or matter to the Builder for determination. If the Builder:

- (a) accepts that the issue or matter is a Defect - then the issue or matter is a Defect for the purposes of the Inspection Certificate and is to be dealt with in accordance with this clause 30; or
- (b) does not agree that the issue or matter is a Defect, then the issue or matter is taken to be listed as 'disputed' for the purposes of the Inspection Certificate and is to be referred to the Expert for determination within 10 Business Days in accordance with this clause 30.

30.6 If an issue or matter described in the Inspection Certificate is listed as 'disputed', then the Seller must, within 10 Business Days, refer the issue or matter to the Expert for determination. When referring the issue or matter to the Expert for determination, the Seller must use reasonable endeavours to ensure the Expert acts as an impartial expert in making the determination. The Expert:

- (a) in making a determination, acts as an expert;
- (b) must be asked by the Seller to notify the Parties in writing of its determination of whether or not the issue or matter referred to the Expert is a Defect; and
- (c) must be asked by the Seller to determine the issue or matter within a reasonable time of being referred the issue or matter for determination.

The determination of the Expert is final and binding on the Parties. The Parties must pay the Costs of the Expert in equal shares.

- 30.7** The Buyer (and all persons attending at the Buyer's request) must comply with all of the reasonable requirements and directions of the Seller (and its builder) about site safety and access during the Pre-settlement Inspection and any other inspections of the Property, Development or the Scheme.
- 30.8** For the avoidance of doubt, the Buyer must not Object if the Buyer is not permitted to inspect any EU Areas which form part of the Property during the Pre-settlement Inspection or otherwise before Settlement.

31. Valuation inspection

- 31.1** In the event that the Buyer is seeking to obtain finance in respect of its acquisition of the Property, then the Seller will allow any or all of the Buyer, a representative of the Buyer's financier and/or a registered valuer to inspect the Lot on one occasion within a reasonable period from receipt of a request from the Buyer (with such request only being able to be given after the Seller has advised that the Lot is ready for valuation inspections, which must be given no later than when the Seller gives notice under clause 52.1).
- 31.2** The Buyer (and all persons attending at the Buyer's request) must comply with all of the reasonable requirements and directions of the Seller (and its builder) about site safety and access during the Pre-settlement Inspection and any other inspections of the Property, Development or the Scheme.

32. Defect rectification

- 32.1** The Seller must cause to be completed or fixed within a reasonable time after:
- (a) Settlement, all Defects described in the Inspection Certificate, except any issue or matter that is listed as 'disputed'; and
 - (b) the determination by the Expert that an issue or matter is a Defect, the issue or matter which has been determined by the Expert to be a Defect,
- where such time will be determined in the Seller's opinion (acting reasonably) having regard to the:
- (c) nature and extent of the Defect;
 - (d) extent to which the Defect affects the Buyer's use of the Property; and
 - (e) availability and Costs of services and materials required to remedy the Defect (including as to the co-ordination of trades by the Seller, Builder or other contractors).
- 32.2** If the Inspection Certificate has identified a Defect that requires completion or fixing or has identified a matter that is to be referred to the Builder or the Expert, then the Buyer must rely on its rights under clauses 30 and 32 and has no right to Object pending completion or fixing of the identified Defect, or determination by the Builder or the Expert, except where the Buyer is entitled to exercise any Buyer Rights.
- 32.3** Provided the Buyer has attended the Pre-settlement Inspection and signed the Inspection Certificate, the Seller will cause to be fixed any further Defect that is notified by the Buyer to the Seller within 3 months after Settlement, such rectification to take place within a reasonable time after notification, where such time will be determined in the Seller's opinion (acting reasonably) having regard to the:
- (a) nature and extent of the Defect;
 - (b) extent to which the Defect affects the Buyer's use of the Property; and
 - (c) availability and cost of services and materials required to remedy the Defect (including as to the co-ordination of trades by the Seller, Builder or other contractors).

- 32.4** If the Seller disputes whether an issue or matter notified as a Defect is an issue or matter which requires completion or fixing, the Seller must refer the issue or matter to the Expert for independent determination and clause 30.6 applies.
- 32.5** If the Buyer fails to attend or carry out the Pre-settlement Inspection or fails to sign the Inspection Certificate at the Pre-settlement Inspection, then the Buyer must not Object to any particular of or omission in the construction of the Lot (either before or after Settlement).
- 32.6** The Seller is not required to inspect or cause to be completed or fixed any Defect unless the Buyer, upon reasonable (not less than 24 hours) notice by the Seller (or any contractor nominated by the Seller), provides to the Seller and any contractor nominated by the Seller suitable access to the Lot in order to enable inspection, completion and fixing works to be performed.
- 32.7** The Seller is not required to fix scratches, chips, dents or marks on any surface, covering or item unless they are identified in the Inspection Certificate.
- 32.8** The Buyer must not Object because of any omissions or defects to other lots in the Scheme or elsewhere in the Scheme, except where the Buyer is entitled to exercise any Buyer Rights.

Part L Common Property

33. Occupation rights

- 33.1** The Seller (acting reasonably) may procure that the Body Corporate grant leases and licences (including to accommodate cranes and crane swings) over areas of Common Property or Body Corporate Assets on such terms and conditions that the Seller considers appropriate, providing that the grant does not:
- (a) materially detract from the standard or character of the Scheme (as applicable);
 - (b) materially detrimentally affects the use of Common Property amenities or Body Corporate Assets; or
 - (c) have a direct material adverse effect on the use or value of the Property,
- and, the Seller, in forming such view, will have regard to:
- (d) the requirements of an Authority;
 - (e) the benefit and amenity that entering into such leases and licences will provide the Development and/or Scheme; and
 - (f) the ongoing Costs to be incurred by the Development and/or Scheme in entering into such leases and licences.
- 33.2** Notwithstanding clause 33.1, the Seller (acting reasonably) may procure the Body Corporate to grant licences, including exclusive licences, over broadband network fibre, embedded electricity and associated infrastructure on such terms as it considers appropriate (including the ability by the licensee to grant sub-licences), as required by suppliers and otherwise and as the Seller considers necessary or desirable where, in forming such view, the Seller will have regard to:
- (a) the requirements of an Authority;
 - (b) the benefit and amenity that entering into such licences will provide the Development and/or Scheme; and
 - (c) the ongoing costs and liabilities to be incurred by the Development and/or Scheme in entering into such licences.
- 33.3** The Seller discloses and the Buyer acknowledges and agrees that the Seller may derive a benefit, income or fee due to a grant of the kind referred to in clauses 33.1 or 33.2. If this happens, the Buyer must not Object except where the Buyer is entitled to exercise any Buyer Rights.

33.4 Subject to clause 33.1, the Buyer must not Object to the Seller exercising its rights to procure that the Body Corporate grant leases and licences (and which may be sub-leased or sub-licensed) over areas of Common Property or Body Corporate Assets, including relating to telecommunications devices, signage or utility supply equipment, including the granting of a licence under clause 33.2 except where the Buyer is entitled to exercise any Buyer Rights.

34. EU Rights

The parties acknowledge and agree that:

- (a) the Seller has the benefit of the EU Rights which enables Common Property and Body Corporate Assets to be allocated for exclusive use of occupants of lots in the Scheme;
- (b) the Seller (acting reasonably) may exercise the EU Rights to procure allocations and rights even if they are not shown in the Proposed CMS; and
- (c) the Seller is entitled to retain any fees or payments received by the Seller for procuring allocations pursuant to the EU Rights, whether allocated on or after establishment of the Scheme.

Part M Title

35. Buyer accepts Title

35.1 Title is under the BCCM Act and the *Land Title Act 1994* (Qld). The Buyer accepts Title subject to the provisions of these Acts and the Buyer is not entitled to make any requisitions as to the Title.

35.2 The Buyer accepts Title and the Property subject to:

- (a) the CMS including the By-laws;
- (b) any matter endorsed upon the Plan;
- (c) any rights or interests reserved in favour of the Crown;
- (d) any administrative advices or similar dealings;
- (e) any encumbrances in favour of any Authority or any service authority (whether registered, unregistered or statutory);
- (f) the conditions of any approval of any Authority;
- (g) the existence or passage through the Property of utilities or utility infrastructure or other systems or services and all statutory rights relating to services;
- (h) any notifications, easements, restrictions, encumbrances, covenants or other matters or dealings disclosed to the Buyer in the Disclosure Documents, this Contract or elsewhere (including any recording on the environmental management register kept by the administering authority under the *Environmental Protection Act 1994* (Qld));
- (i) all notifications, easements, restrictions, encumbrances, covenants, administrative advices and dealings (other than a mortgage, caveat, writ or charge) on the title for the Common Property or the Title or otherwise affecting the Property or the Common Property not disclosed to the Buyer in the Disclosure Documents or this Contract providing they do not materially adversely affect the Buyer's use or value of the Property;
- (j) any easements benefiting or burdening the Property, the Title, the Parcel, the Scheme Land or the Common Property, whether statutory or otherwise for support, utility services

and utility infrastructure, shelter, projections, access and maintenance of buildings close to boundary; and

- (k) all notifications, easements, statutory covenants, administrative advices and restrictions in relation to the Title, the Parcel, the Scheme Land, the Common Property or the Property required in order to satisfy the requirements of any Authority.

35.3 The Buyer must not Object as a result of any of the matters described in clause 35.2, even if they adversely affect the Common Property (all of which are authorised or permitted encumbrances or dealings for the purposes of this Contract) except where the Buyer is entitled to exercise any Buyer Rights.

35.4 The Buyer must not Object to the surrender, extinguishment, variation or non-application to the Property, Title or the Common Property of any encumbrances, easements, interests, dealings or advices which apply to the Scheme Land except where the Buyer is entitled to exercise any Buyer Rights.

36. Title encumbrances

At Settlement the Title will be free from all material adverse encumbrances except those:

- (a) authorised by the BCCM Act or other statute;
- (b) authorised or permitted by this Contract;
- (c) in respect of which the Buyer must not Object under this Contract; or
- (d) otherwise disclosed in the Disclosure Documents, this Contract or elsewhere.

37. Buyer must not Object

37.1 Subject to any rights of the Buyer under this Contract, and without limitation to the Seller's rights elsewhere in this Contract, the Buyer must not Object as a result of:

- (a) the Seller carrying out the Development in any particular time frame or otherwise changing its intentions in that regard;
- (b) any of the matters and disclosures contained in this Contract, the Disclosure Documents or the Marketing Materials;
- (c) any error, mistake or omission contained in the Disclosure Documents or the Marketing Materials;
- (d) the Seller replacing or updating materials disclosed in the Disclosure Documents or the Marketing Materials;
- (e) the Seller making a contribution towards payment of the Costs of operation of the Body Corporate during the start-up phase after establishment of the Scheme;
- (f) the views or visual aspect from the Lot being interrupted due to the further carrying out of the Development including as a result of the Seller having made Variations;
- (g) the Lot or Scheme Land being affected by shadowing or privacy issues from other improvements within the Development including due to the further carrying out of the Development including as a result of the Seller having made Variations;
- (h) the Parcel and areas in the vicinity of the Parcel (including streets which may be used to access the Parcel) being subject to a flood overlay (or other similar planning notation or classification) or being affected by flooding or other flow or inundation of water at any time including before or after formation of this Contract and Settlement;
- (i) a flood emergency management plan (or other similar measures) being required to be implemented and maintained in respect of the Scheme;

- (j) the implementation or non-implementation of any environment sustainability initiatives in respect of the Development;
- (k) the Identification Plan not specifying the precise height of the Lot by reference to natural ground level or by reference to Australian Height Datum;
- (l) any alteration to the number of floors in the Scheme by inserting additional floors or omitting proposed floors and any consequential changes to the location or identification of the Lot in terms of elevation, level or height within the Scheme or the description of the Lot;
- (m) the Floor Plan not showing the area or dimensions of the Lot including its internal layout (size of rooms, balcony areas, joinery and the like) or external layout (size of pools, balconies, decks or landscape areas);
- (n) the allocation of any car parking, storage and other areas to the Lot by way of a grant of Common Property or Body Corporate Asset under an exclusive use By-law and not as part of the Title and vice versa;
- (o) the area or dimensions of EU Areas not being shown on the Exclusive Use Allocation Plan or on any other plan which depicts the area;
- (p) the height clearances of EU Areas or an EU Area not being secure;
- (q) EU Areas for parking having over-bonnet or other storage devices installed therein;
- (r) columns, infrastructure or services being located within or affecting the convenient use of an EU Area;
- (s) an EU Area not being watertight including as a result of the walls being designed such that seepage is possible, the potential operation of fire services and the location of drainage structures;
- (t) the access arrangements between an EU Area and the Lot or any changes to them from what is proposed as at the Contract Date (including any level not having direct access to a lift);
- (u) pool equipment (including pumps) for a pool within the Lot (or a EU Area being allocated to the Lot) being located within the Lot in a position decided by the Seller;
- (v) any column, wall, structural element or utility infrastructure (including any storage device) is within or affects the convenient use of any parking area, storage area or any EU Area, even if not shown on any Identification Plan, or elsewhere (including drains which may be open and convey water from time to time);
- (w) settlement of lots within the Scheme taking place at different times;
- (x) the Seller changing its name or there being an error or inaccuracy in the name, company number, address or other particulars of the Seller in this Contract or the Disclosure Documents;
- (y) any transfer, lease, easement, licence, covenant or other right over part of the Common Property or Body Corporate Assets given to the Seller, any Authority, any provider of utility infrastructure, any service contractor, the owner of a lot in the Development, Scheme or of nearby land;
- (z) any alteration to the street number or address of the Development, Scheme or the Lot or the name of or any associated intellectual property;
- (aa) any alteration in the number or location of lots in the Scheme or the numbering, size, location or permitted use of lots in the Scheme;
- (bb) any alteration to the Lot Entitlement of the Lot in the Scheme from the Proposed Lot Entitlement;
- (cc) any alteration in the aggregate Lot Entitlement of all lots in the Scheme;

- (dd) any alteration to the materials which comprise the Statutory Disclosure Statements including any community management statement as a result of any changes to legislation;
- (ee) the length of tandem parking spaces (if any) being less than the length of two normal parking spaces;
- (ff) the Lot being allocated the benefit of a 'small car park' if the parking area which is shown as attaching to the Lot on the Exclusive Use Allocation Plan or elsewhere is shown as being a small car park (or similar);
- (gg) the ceiling heights within the Lot, even if those ceiling heights are different from those shown in any display or those depicted or described elsewhere such as in Marketing Materials (including if ceiling heights are 'stepped' as a result of bulkheads or other accommodations for services);
- (hh) the floor level inside the bathroom or ensuite door being higher than the adjacent floor level outside the door necessitating a small ramp or step-up;
- (ii) a boundary of the Parcel or Scheme Land not being fenced, or any boundary, fence or wall not being upon or within the boundary;
- (jj) the existence of an encroachment onto or from the Parcel or Scheme Land;
- (kk) the existence or passage through the Parcel, Scheme Land, Common Property, the Lot or any EU Areas of utilities or utility infrastructure or other systems or services whether for the Property, the Common Property or other adjoining building, property or lots;
- (ll) the subdivision of the Parcel or Scheme Land by any type and number of survey plans and accompanying community management statements determined by the Seller;
- (mm) the subdivision or amalgamation of any lots in the Development, Parcel or the Scheme, other than the Lot;
- (nn) the transfer of any additional land into the Parcel, Development or the Scheme whether as a lot or Common Property;
- (oo) the transfer, dedication or excision of any land out of the Parcel, Development or the Scheme;
- (pp) an alteration to the Common Property, Body Corporate Assets or any other facilities or rights in relation to their use;
- (qq) facilities within the Development being made available for use at different times including after Settlement;
- (rr) an alteration in the access arrangements and facilities intended to benefit or burden the Scheme including any access being via easements;
- (ss) certificates of occupancy (or equivalent) being issued at different times for different parts of the Scheme;
- (tt) there being no pool safety certificate at Settlement if there is a pool or spa;
- (uu) a change in the Regulation Module to apply to the Scheme;
- (vv) the disclosure or non-disclosure of proposed service location diagrams or management plans in relation to any infrastructure (such as relating to stormwater treatment or quality improvement devices) as part of the Proposed CMS;
- (ww) arrangements in relation to supply of utilities including if the Body Corporate enters into (or does not enter into) arrangements for the supply of utilities (including as to embedded networks);
- (xx) utility infrastructure being owned by the supplier of the utility and not the Body Corporate (for example, cabling, meters, hot water, air conditioning and gas supply equipment, communications equipment and associated infrastructure);

- (yy) the Seller causing the Body Corporate to have one or more general meetings while it is (or effectively is) the sole member of the Body Corporate and electing or confirming the appointment of the members of the Committee and attending to matters required by the BCCM Act;
- (zz) the Seller causing the Body Corporate to enter into any agreement that may be a requirement of any approval issued by an Authority or as a condition to the provision of any service or utility or to give any indemnity in favour of an Authority, service provider or other entity;
- (aaa) the Seller causing changes to be made to the Proposed CMS as required to comply with or set out conditions of any approval issued by an Authority;
- (bbb) the Seller causing the Body Corporate to pass resolutions while the Seller is the sole member of the Body Corporate, including resolutions that may be beneficial to the Seller or parties related to it or resolutions to assist or facilitate the further carrying out of the Development or development of the Scheme;
- (ccc) the Seller causing the Body Corporate to enter into, not enter into or amend agreements, documents or dealings or any other matter referred to in the BCCM Act or disclosed or contemplated in this Contract or the Disclosure Documents (including all or some of the Body Corporate Agreements or an agreement with Brisbane City Council in relation to land adjoining Scheme Land (being Lot 1 on RP124664 which is located between the Parcel and the Brisbane River) to enable the Body Corporate to maintain landscaping);
- (ddd) the identity of any service contractor or letting agent under a Body Corporate Agreement not being known or not being disclosed to the Buyer as at the Contract Date;
- (eee) the manager under the Management Rights Agreement not residing within the Scheme or the Development;
- (fff) any delay in the entry by the Body Corporate into any of the Body Corporate Agreements or delay in their commencing including if the Seller causes interim arrangements to be effected until those agreement commence;
- (ggg) the grant of the use of areas of the Common Property to the parties who enter into the Body Corporate Agreements for the use of an office, reception, storage space or other uses ancillary to the duties of the service contractor or business of the letting agent;
- (hhh) the Lot or the Common Property being recorded on or in the Contaminated Land Register, Environmental Management Register or any similar register maintained by an Authority or being subject to a site management plan, remediation action plan or similar plan because the Parcel or the Scheme Land (or any part thereof) is or was recorded on such a register or is or was subject to such a plan;
- (iii) the Parcel, Scheme Land, the Common Property or the Lot being recorded on or in the Contaminated Land Register or the Environmental Management Register or any similar register or being subject to a site management plan, remediation action plan or similar because of something that occurs or contamination that is discovered during construction of the Development or Scheme Land (or any part of it) or because of the installation of improvements within the Development or Scheme Land (or any part of it);
- (jjj) the existence of any electrical substation, sewerage system, stormwater treatment or quality improvement device, transformer or telecommunications facility (including a tower or satellite dish) or similar thing within the Development or Scheme;
- (kkk) the existence of shared party walls and arrangements including easements pertaining to shared party walls and associated matters; and
- (lll) the existence of projections (including 'flashing') on (and around) the boundary of the Scheme Land with adjoining land including easements pertaining to such construction elements and associated matters (which may benefit and burden Common Property).

37.2 Nothing in this clause 37 restricts the Buyer Rights.

Part N Body corporate matters

38. By-Laws

- 38.1** Subject to clause 38.2, at Settlement, the By-laws for the Scheme will be as set out in the Proposed CMS.
- 38.2** Subject to the BCCM Act, the Seller is entitled to make or cause to be made changes to the By-laws as the Seller, considers necessary or desirable for the effective control and management of the Scheme where, in forming such view, the Seller will have regard to:
- (a) the requirements of an Authority;
 - (b) the benefit and amenity that such changes will provide the Development and/or Scheme; and
 - (c) the ongoing Costs to be incurred by the Development and/or Scheme in undertaking such changes.
- 38.3** The Buyer must not Object to any changes of the By-laws except where the Buyer is entitled to exercise any Buyer Rights.
- 38.4** The Buyer acknowledges that:
- (a) the Seller intends to deliver the Lots as part of an owner-occupier development; and
 - (b) permitting short term stays and the operation of Airbnb within the Scheme may adversely impact the use of the amenity available within the Scheme by the Buyer and other Lot owners.
- 38.5** The Buyer must not Object if:
- (a) the CMS includes a By-laws which restricts letting of the Lot to periods of not less than 90 days; or
 - (b) the Proposed CMS includes a By-law which restricts letting of the Lot to periods of not less than 90 days but the CMS does not include this By-law,
- except where the Buyer is entitled to exercise any Buyer Rights.

39. Exclusive use allocations

- 39.1** The Parties, for the purposes of Chapter 3 Part 5 Division 2 of the BCCM Act and any exclusive use By-law that authorises the exclusive use allocation of Common Property or a Body Corporate Asset, agree:
- (a) to the allocation of the Common Property or Body Corporate Assets (as contemplated by this Contract or the Disclosure Documents). This agreement to the allocation of Common Property or Body Corporate Assets extends to Common Property or Body Corporate Assets in respect of which the Seller has exercised its rights to make Variations; and
 - (b) that the Seller or the Seller's Solicitor giving the Body Corporate a community management statement for signing, or the Seller signing a community management statement as original owner on behalf of the Body Corporate constitutes a sufficient notification by the Seller to the Body Corporate of an authorised allocation in respect of exclusive use of Common Property or Body Corporate Assets as set out in that statement.
- 39.2** The Buyer must not Object if, at Settlement, the CMS does not record the allocation of the Common Property or Body Corporate Asset for the benefit of the occupiers of the Lot as contemplated by this Contract or the Disclosure Documents provided that the Body Corporate has been given notification of the authorised allocation from the Seller or the Seller's Solicitor on or before Settlement except where the Buyer is entitled to exercise any Buyer Rights.

40. Body Corporate Agreements

- 40.1** The Seller (acting reasonably) may cause the Body Corporate to enter into the Body Corporate Agreements or any one or more of them with any suitably qualified persons, as the Seller considers (acting reasonably) necessary or desirable where, in forming such view, the Seller will have regard to:
- (a) the qualifications and capacity of the person to perform the obligations contained in those agreements;
 - (b) the requirements of an Authority;
 - (c) the benefit and amenity that entering into such agreements will provide the Development and/or Scheme; and
 - (d) the ongoing Costs to be incurred by the Development and/or Scheme in entering into such agreements.
- 40.2** The Seller may change the terms of the Body Corporate Agreements as the Seller (acting reasonably) considers necessary or desirable for the effective control and management of the Development and the Scheme, where, in forming such view, the Seller will have regard to:
- (a) the requirements of an Authority;
 - (b) the benefit and amenity that entering into such agreements will provide the Development and/or Scheme; and
 - (c) the ongoing Costs to be incurred by the Development and/or Scheme in entering into such agreements.
- 40.3** The Seller discloses and the Buyer acknowledges that the Seller may receive fees (or other benefits) for causing the Body Corporate Agreements to be entered into.
- 40.4** The Buyer warrants and represents to the Seller that it has read, understood and taken advice about the Body Corporate Agreements (or has had an opportunity to do so) and agrees that the terms of the agreements:
- (a) achieve a fair and reasonable balance between the interests of the parties to those agreements; and
 - (b) are appropriate for the Scheme,
- and that the powers to be exercised and functions required to be performed by the service contractors and letting agent under the Management Rights Agreement are appropriate for the Scheme and do not adversely affect the Body Corporate or its ability to carry out its functions.
- 40.5** The Buyer consents to the Seller causing the Body Corporate to enter into the Body Corporate Agreements and if this has already occurred as at the date of this Contract, the Buyer affirms any such action taken by the Seller and agrees that the consideration is the property of the Seller absolutely.
- 40.6** Clauses 40.7 and 40.8 are subject to the Seller having complied with its obligations under the terms of the BCCM Act in relation to the Body Corporate Agreements.
- 40.7** The Buyer must not Object or participate in (including voting for, authorising or otherwise procuring that) the Body Corporate objecting or making any Claim arising out of the Seller:
- (a) causing the Body Corporate Agreements or any one or more of them to be entered into with a person nominated by the Seller (acting reasonably);
 - (b) causing the Body Corporate Agreements or any one or more of them to be entered into with a person related to the Seller, including by common shareholders or company officers to the Seller; or
 - (c) obtaining a fee or deriving any form of benefit, directly or indirectly, as a result of the Body Corporate entering into the Body Corporate Agreements or any one or more of them and the Seller retaining that fee or benefit for its sole use absolutely.

- 40.8** The Buyer must vote against any motion of the Body Corporate that the Body Corporate objects to or makes a Claim in relation to the matters set out in this clause 40.
- 40.9** The Buyer acknowledges receipt of the Seller's disclosure to the Buyer titled 'Disclosure About benefits from service contracts' or similar contained within the Disclosure Documents.
- 40.10** A reference to a service contractor providing services in respect of a particular facility or thing in the Body Corporate Agreements does not mean that that facility or thing will be provided.
- 40.11** The Seller may cause the Body Corporate to increase any relevant limit for major spending by the relevant resolution of the Body Corporate at general meeting as the Seller considers (acting reasonably) necessary or desirable to facilitate any of the Body Corporate Agreements or other service contractor or body corporate manager engagements being entered into by the Body Corporate, where, in forming such view, the Seller will have regard to the benefit that increasing such spending limits will provide the Scheme.
- 40.12** This clause 40, with any necessary changes, also applies to an agreement with Brisbane City Council as contemplated in clause 27.4 (as if such agreement is a Body Corporate Agreement).
- 40.13** The Buyer must not Object in relation to any of the matters referred to in this clause 40 except where the Buyer is entitled to exercise any Buyer Rights.

41. Rubbish collection

- 41.1** The Seller discloses to the Buyer that the Body Corporate and each owner of a lot within the Scheme may be required to give an indemnity to the Brisbane City Council or other Authorities and others against any damage to pavement or other driving surfaces resulting from the weight of the rubbish collection vehicles or similar indemnity.
- 41.2** The Buyer must give such an indemnity if directed to do so by the Seller in the form required by the Brisbane City Council or other Authority and must not Object due to the giving of the indemnity or the liability of the Body Corporate (and the Buyer) under the indemnity.

42. Names of scheme

- 42.1** As at the Contract Date, the Seller intends the name for the Development and the Scheme to be 'Rivara'. If the relevant Authority or Titles Queensland refuses to accept the name, or the name is not available due to any other reason or the Seller wishes to change the names, the Seller may (acting reasonably) select alternative names. If this happens, the Buyer agrees that it must not Object except where the Buyer is entitled to exercise any Buyer Rights.
- 42.2** The Seller may deal with the names of the Development and Scheme in any manner the Seller (acting reasonably) considers fit and may do any one or more of the following (and the Buyer must not Object if the Seller does so):
- (a) register, in favour of the Seller or any other person determined by the Seller the names as a business name, trademark or similar;
 - (b) license to the Body Corporate the right to use the relevant name as the name of the Scheme;
 - (c) transfer to any person, including any service contractor or letting agent of the Scheme, any proprietary rights held by the Seller in the names; and
 - (d) license to any person, including any service contractor or letting agent, the right to the use of the relevant name.

Part O Matters concerning the Buyer

43. Age and identity

- (a) The Buyer, if a natural person, whether buying as a trustee of a trust or for its own benefit, warrants and represents to the Seller that the Buyer is at least 18 years of age at the Contract Date.
- (b) If directed to do so by the Seller, the Buyer must, within 5 Business Days after direction, give to the Seller a copy of the Buyer's passport (if any), and if the Buyer is a Company, a copy of the passport of each of the directors and shareholders of the Buyer or such other evidence of the identity of the Buyer as the Seller may reasonably require. This clause 43(b) is an Essential Term.

44. Personal guarantee

- 44.1** This clause 44 is an Essential Term and applies if the Buyer is a company or is a company trustee of a trust.
- 44.2** The Buyer must arrange that its performance under this Contract is guaranteed, in the form of the Guarantee, by:
 - (a) in the case of the Buyer being a company, the directors of the company, and if required by the Seller, the shareholders of the company; and
 - (b) in the case of the Buyer being a company and a trustee of a trust, the directors of the company, and if required by the Seller, the shareholders of the company and the principal beneficiaries and unitholders (if any) of the trust.
- 44.3** The Buyer must procure the Guarantee to be signed by the Guarantors before the Seller signs this Contract.
- 44.4** The Buyer, and the Guarantors by signing the Guarantee, acknowledge and agree that if the Seller transfers or assigns their interest in this Contract, the Parcel (or any relevant part of it), they also assign or transfer the benefit of the Guarantor's obligations and indemnities under the Guarantee to the transferee or assignee.

45. Buyer a trustee

- 45.1** Unless otherwise disclosed in the Details, the Buyer promises the Seller that the Buyer is not buying the Property as trustee of any trust.
- 45.2** If the Buyer is described in the Details as being a trustee of a trust, the Parties agree that each promise made by the Buyer in this Contract which is in the nature of a representation or a warranty is made by the Buyer in both its own capacity and in its capacity as trustee of the relevant trust and, on this basis, is true.
- 45.3** If the Buyer is described in the Details as being a trustee of a trust, then the Buyer represents and warrants to the Seller that:
 - (a) the Buyer is the sole trustee of the trust;
 - (b) the Buyer enters into this Contract as part of the due administration of the relevant trust and that this Contract is for the benefit of the relevant trust and its beneficiaries;
 - (c) the Buyer is empowered by the trust instrument for the relevant trust to enter into and perform this Contract in its capacity as trustee of the trust (there being no restriction on or condition of it doing so);

- (d) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the trust instrument for the relevant trust for it to enter into and perform this Contract;
- (e) no property of the relevant trust has been re-settled or set aside to any other trust;
- (f) the relevant trust has not been terminated and no event for the vesting of the assets of the trust has occurred;
- (g) the trust instrument for the relevant trust complies with all applicable Laws;
- (h) the Buyer has complied with its obligations and duties under the trust instrument for the relevant trust and at Law;
- (i) the Buyer has taken all steps necessary to entitle it to be indemnified from the assets of the trust against any liability undertaken under to this Contract; and
- (j) the Buyer will, upon request, deliver to the Seller copies of all documents establishing or amending the trust or making appointments under the trust.

45.4 Each of the Buyer's representations and warranties in clause 45.3 are repeated, with respect to the facts and circumstances, at the time, at Settlement.

46. Corporate warranties

46.1 If the Buyer is a company, the Buyer represents and warrants to the Seller as at the Contract Date:

- (a) the Buyer is a body corporate duly formed or incorporated within the Commonwealth of Australia;
- (b) the Buyer has full legal capacity to enter into, exercise its rights and observe its obligations under this Contract; and
- (c) this Contract does not contravene the Buyer's constituent documents or any of its obligations or undertakings by which it or any of its assets are bound.

46.2 The Seller represents and warrants to the Buyer as at the Contract Date:

- (a) that the Seller is a body corporate duly formed or incorporated within the Commonwealth of Australia;
- (b) the Seller has full legal capacity to enter into, exercise its rights and observe its obligations under this Contract; and
- (c) this Contract does not contravene the Seller's constituent documents or any of its obligations or undertakings by which it or any of its assets are bound.

47. Insolvency or death of Buyer

47.1 The Buyer is in default of an Essential Term, if, before Settlement, the Buyer:

- (a) being a company:
 - (i) resolves to go into liquidation;
 - (ii) enters into a scheme of arrangement for the benefit of its creditors;
 - (iii) is ordered to be wound up or is placed in provisional liquidation; or
 - (iv) is put into the control of a receiver and manager, official manager or administrator;
or
- (b) being a natural person enters into a scheme of arrangement, composition or assignment with or in favour of its creditors or becomes bankrupt.

- 47.2** If before Settlement the Buyer dies then the Seller may terminate this Contract. If this Contract is terminated under this clause 47.2, the Deposit and Interest must be released to the Buyer's estate or trustee and neither Party has any further Claim against the other Party.
- 47.3** For the purposes of this clause 47, 'Buyer' includes any of the parties that comprise the Buyer.

Part P Price and GST

48. Payment of Price

At Settlement, subject to clause 62, the Buyer must pay the Balance Price by Bank Cheques as directed by the Seller or the Seller's Solicitor. This is an Essential Term.

49. GST

(a) In this clause 49:

- (i) unless expressly stated otherwise, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in the GST Law;
- (ii) a reference to a GST liability or input tax credit entitlement of a party includes a GST liability or input tax credit entitlement of the representative member of any GST group of which that party is a member; and
- (iii) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 49.

49.2 This clause 49 binds any other entity which is or becomes the supplier or recipient of the supply of the Property or any other supply under or by reason of this Contract.

49.3 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Contract are inclusive of GST.

49.4 Notwithstanding clause 49.3, if and to the extent that any part of the supply of the Property is a Taxable Supply, the Parties agree that, if it is legally entitled to do so, the Seller will apply the Margin Scheme to work out the amount of GST payable on that supply. The Buyer will not receive a tax invoice.

49.5 If this Contract requires a Party to pay for, reimburse, contribute to, or pay any expense or liability incurred by the other Party, the amount the payer must pay will be the amount of the expense or liability plus the amount of GST payable in respect of that payment, but reduced by the amount of any input tax credit which the other Party is entitled to in respect of the expense or liability.

49.6 The Buyer acknowledges that the Seller makes no warranty as to the availability of or continued availability of any building allowance or depreciation under the *Income Tax Assessment Act 1997* (Cth) or otherwise. The Buyer acknowledges that it has made its own enquiries as to all such matters and does not rely upon anything stated by or on behalf of the Seller.

50. GST withholding

50.1 In this clause 50:

- (a) unless expressly stated otherwise, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in the GST Law;
- (b) **Buyer's ATO Settlement Confirmation** means the confirmation to be given by the Buyer to the Commissioner in the approved form of the actual Settlement Date;

- (c) **Buyer's ATO Withholding Notice** means the notification to be given by the Buyer to the Commissioner in the approved form of the GST Withholding Amount;
 - (d) **GST Withholding Amount** means the amount that the Buyer is required to withhold on account of GST from the Price and pay to the Commissioner as notified by the Seller in the GST Withholding Notice; and
 - (e) **Seller's GST Withholding Notice** means the notification to be made by the Seller under section 14-255 of Schedule 1 to the TA Act which states whether or not the Buyer is required to make a payment of a GST Withholding Amount.
- 50.2** Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Contract are inclusive of GST.
- 50.3** If a GST Withholding Amount is required to be paid in respect of the supply of the Property under this Contract:
- (a) the Seller must serve a Seller's GST Withholding Notice, as may be amended or updated from time to time, not later than 10 Business Days prior to the Settlement Date;
 - (b) the Buyer or the Buyer's agent must, as an Essential Term, complete and lodge the Buyer's ATO Withholding Notice and serve evidence of having done so to the Seller and to the Seller's Solicitor by no later than 5 Business Days prior to the Settlement Date;
 - (c) the Buyer or the Buyer's agent must, as an Essential Term, serve a Notice with:
 - (i) the Buyer's Lodgement Reference Number and Payment Reference Number (or other relevant identification number) issued by the Commissioner upon lodgement of the relevant form or notification; and
 - (ii) the Settlement Date,on and as a condition of Settlement; and
 - (d) the Seller, for the purposes of the clause titled 'Payment of Price', directs the Buyer to pay to the Seller on Settlement a Bank Cheque in favour of the Commissioner for the GST Withholding Amount.
- 50.4** The Parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:
- (a) provision of any information reasonably requested by the other Party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and
 - (b) making any necessary additions or amendments to this Contract to address any requirement under the GST law or TA Act.
- 50.5** The Buyer authorises the Seller's Solicitor to act as the Buyer's agent (and in doing so the Seller's Solicitor is not the agent of the Seller) to give the Buyer's ATO Settlement Confirmation to the Commissioner or registrar.
- 50.6** The Buyer declares that the information contained in the documents provided to the Seller's Solicitor under clause 50 is true and correct and authorises the Seller's Solicitor to submit this information to the Commissioner in the Buyer's ATO Settlement Confirmation.

Part Q Adjustments

51. Adjustments to Price

- 51.1** The Price is to be adjusted for Outgoings as provided for in this clause 51.

51.2 Outgoings are apportioned on the basis that:

- (a) the Seller is liable for Outgoings up to and including the day of Settlement; and
- (b) the Buyer is liable for Outgoings after the day of Settlement.

51.3 Outgoings must be apportioned, unless specified otherwise:

- (a) if paid, on the amount paid;
- (b) if assessed but unpaid, on the amount payable (excluding any discount); or
- (c) if not assessed, unless otherwise provided for in this Contract, on the amount that the Seller's Solicitor, acting reasonably, determines as the basis on which the adjustment will be made.

51.4 In this clause 51, valuation means a valuation by an Authority for rating and taxing purposes whether as an assessment of the value of land in its unimproved (natural) condition or as an assessment of the site value of the land (in its present state).

51.5 The parties agree any adjustment for land tax under this clause 51 is not to exceed \$5,000. Where the adjustment for land tax under this clause 51 exceeds \$5,000, the adjustment will be \$5,000.

51.6 If there is no separate valuation for the Lot, the land tax amount will be calculated for apportionment purposes on the basis that, as at midnight on the previous 30th June, the Seller owned no land other than its interest in:

- (a) the Scheme Land (if there was a separate valuation for the Scheme Land); or
- (b) the Parcel (if there was no separate valuation for the Scheme Land).

51.7 If there is no separate valuation for the Lot, but there is a separate valuation for the Scheme Land, then the land tax amount for apportionment purposes for the Lot is to be determined using the following formula:

$$\frac{\text{Amount} \times \text{IE}}{\text{AIE}}$$

Where:

Amount = amount of land tax payable on the Scheme Land determined in accordance with this clause 51.

IE = interest Lot Entitlement for the Lot.

AIE = aggregate of interest Lot Entitlements for all lots in the Scheme.

51.8 If there is no separate valuation for the Lot or Scheme Land, but there is a separate valuation for the Parcel, then the land tax amount for apportionment purposes for the Lot is to be determined using the following formula:

$$\text{Amount} \times \frac{\text{ASL}}{\text{AP}} \times \frac{\text{IE}}{\text{AIE}}$$

Where:

Amount = amount of land tax payable on the Parcel (as applicable) determined in accordance with this clause 51.

IE = interest Lot Entitlement for the Lot.

AIE = Aggregate of interest Lot Entitlements for all lots in the Scheme.

ASL = the area of the Scheme Land.

AP = the area of the Parcel.

- 51.9** If there is a separate valuation for the Lot, then the land tax amount for apportionment purposes will be calculated on the basis that, as at midnight on the previous 30th June, the Seller owned no land other than the Lot.
- 51.10** If land tax is unpaid at the Settlement Date and the Queensland Revenue Office or its equivalent body advises that it will issue a final clearance for the Lot on payment of a specified amount (**Specified Amount**), then:
- (a) at the election of the Seller, land tax will be apportioned on the greater of the Specified Amount or the amount calculated under this clause 51;
 - (b) the Seller will provide a cheque for the Specified Amount at Settlement and promptly pay it to the Queensland Revenue Office after Settlement; and
 - (c) land tax will be treated as paid at Settlement.
- 51.11** The amount paid by the Seller for Body Corporate and building insurance is to be adjusted using the following formula:

$$\frac{P \times IE}{AIE}$$

Where:

P = premium paid by the Seller (being the total amount paid by the Seller for body corporate and building insurance including brokerage, duties and GST).

IE = interest Lot Entitlement for the Lot.

AIE = aggregate of interest Lot Entitlements for all lots in the Scheme.

- 51.12** If the application of a formulas specified in clauses 51.7, 51.8 or 51.11 are not possible or result, in the reasonable opinion of the Seller's Solicitor, in an unfair apportionment or adjustment of land tax or insurance as between the Parties, then land tax will be adjusted in the manner determined by the Seller's Solicitor, acting reasonably, to achieve a fair apportionment or adjustment.
- 51.13** No adjustment to the Price is to be made in respect of water usage.
- 51.14** If any Outgoings (other than land tax which is dealt with elsewhere in this clause 51) are assessed but unpaid at Settlement, then the Seller may provide a cheque for the amount at Settlement and promptly pay it to the relevant Authority or entity. If a cheque is provided under this clause 51.14, the relevant Outgoings will be treated as paid at Settlement.
- 51.15** Notwithstanding any other provision of this clause 51, if an Outgoing is paid at Settlement or is taken to be treated as paid at Settlement, the Seller may waive the requirement to adjust the Price in relation to that Outgoing.
- 51.16** At Settlement there is to be a deduction adjustment to the Price equal to the Titles Queensland registration fee for any mortgage or other encumbrance registered over the Title which is being released at Settlement.
- 51.17** The Buyer may apply and is authorised by the Seller to apply to the Body Corporate for an information certificate under section 205 of the BCCM Act.
- 51.18** If Settlement does not occur on the Settlement Date due to the Buyer's default, or the Settlement Date is extended by agreement between the Parties following a request for an extension by the Buyer, then Outgoings, at the Seller's election, may be adjusted as if Settlement took place on the original date specified for Settlement under the terms of this Contract. Notwithstanding this clause 51.18, the Seller reserves it right to consider extension requests at its absolute discretion.

Part R Settlement

52. Settlement Date

52.1 When the Conditions Subsequent in relation to:

- (a) recording of a CMS;
- (b) registration of the Plan; and
- (c) issuing of the certificate of occupancy (or equivalent) for that part of parts of the Scheme within which the Lot is situated,

have been satisfied, the Seller will give Notice to the Buyer calling for Settlement provided that:

- (d) the earliest date such Notice may be given is the date on which the Seller reasonably forms the opinion that all other Conditions Subsequent will be satisfied within 14 days (**Earliest Notice Date**); and
- (e) such Notice may be given at any time on or after the Earliest Notice Date but must be given not later than 90 days after the last of the other Conditions Subsequent have been satisfied.

The Notice must be accompanied by a copy of the relevant certificate of occupancy.

52.2 The Settlement Date is the date 14 days after the Seller gives Notice to the Buyer calling for Settlement.

52.3 As an Essential Term (subject to the Seller's rights to extend the Settlement Date), Settlement must take place on the Settlement Date.

52.4 The Seller may, acting in good faith, at any time before Settlement, by Notice to the Buyer extend on any number of occasions the Settlement Date by up to an aggregate period of 90 days. If this happens, time remains of the essence of this Contract notwithstanding the extension(s). Examples of when the Seller may extend the Settlement Date include giving the Seller more time to:

- (a) satisfy all other Conditions Subsequent;
- (b) rectify something that has occurred at the Development, Scheme or the Property which prevents the Seller from giving possession to the Buyer; and
- (c) provide the things required to be given by the Seller at Settlement.

52.5 Notwithstanding any other term of the Contract, if the Settlement Date is extended:

- (a) by agreement between the Parties;
- (b) by a Party exercising a right to extend the Settlement Date; or
- (c) by operation of a provision of the Contract which extends the Settlement Date, time is of the essence in respect to the extended Settlement Date.

53. Time and place for Settlement

53.1 Unless Settlement is to be effected by way of Electronic Settlement, Settlement must take place:

- (a) in Brisbane;
- (b) at a time nominated by the Seller, and if no time is nominated at 3.00 pm;
- (c) at a place nominated by the Seller, and if no place is nominated at the offices of the Seller's Solicitor in Brisbane; and
- (d) between 9:00am and 5:00pm.

- 53.2** If, on the Settlement Date, the other Conditions Subsequent have not been satisfied, subject to clause 18, the Settlement Date is automatically extended for a period of 2 Business Days on the basis that time remains of the essence. This condition continues to apply until all the Conditions Subsequent have been satisfied.
- 53.3** Settlement must not take place earlier than 14 days after the Seller gives Notice to the Buyer that the Scheme has been established (if the sale of the Lot under this Contract is for a Lot intended to come into existence on formation of the Scheme) or changed (if the sale of the Lot under this Contract is the sale of a Lot intended to come into existence when the Scheme is changed).

54. Transfer Documents

- 54.1** The Seller must prepare the Transfer Documents, but may leave out personal details regarding the Buyer, other than the name of the Buyer.
- 54.2** The Buyer must, within 2 Business Days after direction by the Seller, give to the Seller further particulars as required by the Seller to enable the Seller to prepare the Transfer Documents.
- 54.3** The Buyer must, within 10 Business Days after engaging any solicitor to act on its behalf in relation to this Contract and the conveyance of the Lot pursuant to it, cause that solicitor to give the Seller's Solicitor an undertaking of their firm that the Transfer Documents will be used for stamping purposes only pending Settlement so that, at the relevant time, the Seller can lend the Transfer Documents to that solicitor without charge for stamping prior to Settlement.
- 54.4** On receipt of a signed undertaking from the Buyer's Solicitor that the Transfer Documents will be used for stamping purposes only pending Settlement, the Seller will, at the relevant time, lend the Transfer Documents to the Buyer's Solicitor without charge for stamping before Settlement.
- 54.5** The consideration to be shown in the Transfer Documents is to include the cost of any upgrades, variations or similar amounts payable by the Buyer, whether in this Contract or a separate agreement.
- 54.6** Each Party authorises the other Party and their solicitors to make any necessary amendments to the Transfer Documents so as to rectify any inaccuracies or complete any omissions.
- 54.7** This clause 54 does not apply if the Transfer Documents are to be prepared and provided by way of Electronic Settlement.

55. Disclosure of rebates

- 55.1** If the Buyer receives or takes from the Seller the benefit of any form of rebate of a portion of the Price or other concession or valuable consideration (such as a contribution towards payment of Body Corporate levies, payment of transfer duty or a rental guarantee or like instrument) or other advantage under this Contract, the Buyer promises the Seller that the Buyer will fully disclose that fact to all parties who may have an interest in knowing about it, including the Buyer's financier and any person who buys the Property from the Buyer.
- 55.2** The Buyer:
- (a) promises the Seller that it will not make any false declaration in respect of this Contract and the conveyance of the Property made pursuant to it;
 - (b) consents to the Seller disclosing any such rebate, concession or valuable consideration to any Buyer's financier or any other interested person; and
 - (c) must not Object to the Transfer Documents being prepared by the Seller in accordance with all relevant practice notes, directions and the like issued by the Queensland Law Society Incorporated, Titles Queensland and the Queensland Revenue Office except where the Buyer is entitled to exercise any Buyer Rights.

56. Priority notice

The Buyer may lodge a 'priority notice' or similar over the Title with Titles Queensland but not before the date which is 5 Business Days prior to the date fixed as the Settlement Date. The Buyer and priority notice must permit registration of dealings by (or on behalf of) the Seller contemplated by this Contract and at settlement (including the release of any encumbrances).

57. No caveats

57.1 The Buyer must not lodge or register any caveat over the Parcel, Scheme Land or Lot. This is an Essential Term.

58. Settlement Statement

58.1 Prior to Settlement, the Seller must give to the Buyer a Settlement Statement.

58.2 If the Buyer considers that there is an error or omission in respect of anything contained in the Settlement Statement, the Buyer must, within 3 Business Days after receipt of the Settlement Statement, and in any event at least 2 hours before the time nominated by the Seller for Settlement on the Settlement Date, give to the Seller a Notice which clearly specifies the error or omission.

58.3 If the Buyer does not comply with the requirements of clause 58.2:

- (a) the Settlement Statement is taken to be correct and to list all the Settlement Materials; and
- (b) the Buyer cannot later Object or assert that the Seller was not ready, willing or able to effect Settlement because of an error or omission in the Settlement Statement.

58.4 The purpose of this clause 58 is to require the Buyer to notify the Seller well before the time for Settlement if the Buyer considers that there has been an error in the calculation of Settlement adjustments and figures or an omission in the list of Settlement Materials and to prevent the Buyer from Objecting at or after Settlement on the basis of an error or omission that could have been drawn to the attention of the Seller earlier.

58.5 The Seller may, at any time before Settlement, give the Buyer an updated or amended Settlement Statement and the provisions of this clause 58 apply to that updated Settlement Statement.

58.6 Nothing in this clause 58 prevents:

- (a) the Seller from recovering any shortfall in payment of the Price after Settlement;
- (b) the Buyer from recovering any over payment of the Price after Settlement; or
- (c) a Party from requiring any adjustment to be made between the Parties after Settlement in relation to Outgoings if it is discovered that Outgoings were not apportioned in accordance with this Contract.

59. Procedure at Settlement

59.1 In exchange for payment of the Balance Price and, if applicable, release of the cash Deposit, the Seller must, as an Essential Term (but subject to clauses 59.2 and 59.3), provide or deliver to the Buyer at Settlement:

- (a) separate indefeasible Title;
- (b) unstamped Transfer Documents capable of immediate registration (after stamping) if not already in the possession of the Buyer's Solicitor or otherwise contained in the Electronic Workspace for Electronic Lodgement with Titles Queensland;
- (c) the Keys; and
- (d) vacant possession of the Lot.

- 59.2** It is sufficient compliance with clauses 59.1(c) and 59.1(d) if the Seller makes the Keys available for collection after Settlement from any of the following:
- (a) any onsite manager of the Scheme; or
 - (b) some other person nominated by the Seller, including the Seller itself or its employees or agents.
- 59.3** The Seller need not comply with clause 59.1(c) or 59.1(d) if the Seller does not have vacant possession of the Lot because a tenant has been procured for the Property by or on behalf of or with the consent of the Buyer (without limitation, a tenant for the Property will have been procured on behalf of the Buyer if procured by any person who is appointed by the Buyer to manage the Property, even if the appointment is made before the Buyer is the owner of the Property).
- 59.4** The Buyer will only be entitled to receive a PPS Release from a Secured Party in respect of a Security Interest registered on the PPSR where the Property is specifically described (in whole or part) under that Security Interest. The onus of demonstrating that the Sold Property is specifically described (in whole or part) under a Security Interest is on the Buyer and is to be demonstrated to the Seller on or before 7 days before the Settlement Date. The Seller is not required to provide the Buyer with a PPS Release from a Secured Party in respect of any Security Interest over 'all present and after acquired property' (or similar) of the Seller.
- 59.5** Subject to clause 59.6, if the Lot is subject to a mortgage or other adverse encumbrance which is not authorised or permitted by this Contract then the Buyer must accept at Settlement a signed release of mortgage or withdrawal, surrender, removal or revocation of such encumbrance by whatever means permitted by the relevant authority (**Release**).
- 59.6** If Settlement is to be effected by way of Electronic Settlement, the Seller will give and the Buyer must accept:
- (a) at Settlement:
 - (i) an effective electronic Release of mortgage; and
 - (ii) any other electronic Releases,which are contained in the Electronic Workspace for Electronic Lodgement with Titles Queensland; and
 - (b) after Settlement, any other Releases not given under clause 59.6(a)(ii).
- 59.7** No paper certificate of title for the Title will be provided at Settlement.
- 59.8** The Buyer authorises the Seller and the Seller's Solicitor to act as its agent to give notice to the Body Corporate after Settlement that the Buyer has become the owner of the Lot. The Seller is authorised to use the latest contact particulars of the Buyer given to it by the Buyer or the Buyer's Solicitor for the purposes of giving the notice to the Body Corporate and if no such particulars have been given, then the Buyer's particulars in the Details.

60. Chattels

- 60.1** On Settlement, the Lot will contain the Chattels.
- 60.2** Ownership of the Chattels will pass to the Buyer on Settlement.
- 60.3** Any furniture shown on any layout plan of the Lot showing suggested furniture layout does not in any way mean that the furniture is sold by the Seller to the Buyer under this Contract. If furniture is sold, it must be specifically provided for in the Special Conditions or in a separate agreement.

61. Foreign resident capital gains withholding

- 61.1** In this clause 61, terms have the following meanings:
- (a) **Clearance Certificate** means a certificate in respect of the Seller given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;

- (b) **Commissioner** has the meaning given to that term in the TA Act;
- (c) **Variation** means a variation made by the Commission under section 14-235(2) of Schedule 1 of the TA Act; and
- (d) **Withholding Amount** means the amount that the Buyer is required to pay the commissioner under section 14-200(3) of Schedule 1 of the TA Act.

61.2 The Seller may give a Clearance Certificate or a Variation.

61.3 If the Seller gives to the Buyer a Clearance Certificate before Settlement, then the Buyer must not on Settlement retain or withhold any amount of the Price for the purposes of subdivision 14-D of Schedule 1 of the TA Act.

61.4 If the Seller gives to the Buyer a Variation in accordance with clause 61.3 then the Buyer must on Settlement only retain or withhold from the Price the amount specified in the Variation for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.

61.5 If the Seller does not give a Clearance Certificate under clause 61.3 then the Buyer must:

- (a) serve evidence of a Buyer payment notification to the Australian Taxation Office;
- (b) at Settlement, produce a Bank Cheque in favour of the Commissioner for the Withholding Amount;
- (c) immediately following Settlement deliver that Bank Cheque to the Commissioner; and
- (d) give evidence of receipt by the Commissioner of payment of the Withholding Amount to the Seller.

61.6 This clause 61 does not merge on Settlement.

62. Electronic conveyancing

62.1 This clause 62:

- (a) has priority over any other clause or Special Condition to the extent of any inconsistency;
- (b) applies if the Seller gives Notice to the Buyer that it applies;
- (c) ceases to apply if the Seller gives Notice to the Buyer that it no longer applies; and
- (d) ceases to apply (and the Seller cannot give a Notice pursuant to clause 62.1(b)) if the Buyer gives Notice (which may not be given until after the Seller gives Notice to the Buyer calling for Settlement) to the Seller no less than 2 Business Days before the first due Settlement Date that the Buyer cannot effect Settlement and lodgement electronically for bona fide reasons (i.e. the transaction is excluded for Electronic Settlement by the rules of the Queensland Revenue Office or Titles Queensland).

62.2 Settlement and lodgement of the Electronic Conveyancing Documents necessary to record the Buyer as registered owner of the Lot will be conducted electronically in accordance with this clause 62 and the ECNL.

62.3 Each Party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the ECNL; and
- (b) ensure that all other persons for whom that Party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the ECNL.

62.4 The Seller may open the Electronic Workspace at any time considered appropriate by the Seller (acting reasonably).

62.5 Within a reasonable period after the Seller gives Notice to the Buyer calling for Settlement, the Seller will:

- (a) invite the Buyer to the Electronic Workspace;
- (b) include the Settlement Date in the Electronic Workspace; and

- (c) nominate a time for Settlement (being the time of the day for locking of the Electronic Workspace) in the Electronic Workspace being no later than 4:00pm.

62.6 The Buyer must promptly:

- (a) accept the Seller's invitation to the Electronic Workspace;
- (b) enter the Electronic Workspace and:
 - (i) accept the Settlement Date; and
 - (ii) accept the time for Settlement nominated by the Seller or nominate an alternate time for Settlement on the Settlement Date;
- (c) invite any mortgagee of the Buyer to the Electronic Workspace; and
- (d) complete and Digitally Sign the Transfer Documents where required by the Buyer.

62.7 If the time for Settlement is not agreed, the Parties agree that the time for Settlement is 2:00pm on the Settlement Date and each Party must nominate that time as the time for Settlement (being the time of the day for locking of the Electronic Workspace) in the Electronic Workspace.

62.8 If the Parties have agreed to amend the Settlement Date or the Settlement Date is extended pursuant to the Contract Terms:

- (a) the Seller will update the Settlement Date in the Electronic Workspace;
- (b) the Buyer must accept the updated Settlement Date in the Electronic Workspace; and
- (c) the provisions of clauses 62.6(b)(ii) and 62.7 apply to the agreement for the time for Settlement on the updated Settlement Date.

For the avoidance of doubt, the amended or extended Settlement Date prevails over any inconsistent date in the Electronic Workspace (i.e. if the Seller has not yet updated the Settlement Date in the Electronic Workspace).

62.9 Within 2 Business Days after receipt of the Settlement Statement from the Seller (and in any event, within 1 Business Day prior to the time for Settlement on the Settlement Date), the Buyer must enter the Electronic Workspace to prepare the relevant particulars in the Financial Settlement Schedule that relate to the Buyer/source accounts.

62.10 If any part of the Price is to be paid to discharge an Outgoing, the Buyer must:

- (a) if required by the Seller, pay that amount to the Seller's Solicitor's trust account and the Seller must pay the amount to the relevant authority following Settlement; or
- (b) for other amounts, pay the amount to the destination account nominated by the Seller.

62.11 Settlement occurs when the Electronic Workspace records that the Financial Settlement has occurred.

62.12 A Party is not in default of this Contract to the extent it is prevented from complying with an obligation because the other Party or the other Party's financier has not done something in the Electronic Workspace.

62.13 Any rights under the Contract or at Law to terminate this Contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

62.14 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;
- (b) do everything else required in the Electronic Workspace to enable Settlement to occur on the Settlement Date; and
- (c) do everything reasonably necessary to assist the other Party to trace and identify the recipient of any mistaken payment and to recover any mistaken payment.

- 62.15** Where Settlement is to occur in the Electronic Workspace, the Buyer acknowledges and agrees that any bank guarantee or similar instrument provided by the Buyer to secure the payment of the Deposit cannot be returned via the Electronic Workspace and will be returned to the Buyer within a reasonable period after Settlement.
- 62.16** Each Party is to bear its own Costs in connection with Settlement occurring in the Electronic Workspace.
- 62.17** In the event:
- (a) section 79(1) of the Property Law Act applies, time does not stop being of the essence of the contract and the Settlement Date is the next Business Day; and
 - (b) section 81 of the Property Law Act applies, the Seller can (acting reasonably) nominate a new day of settlement under section 81(4) and from receipt of the Seller's notice, time is again of the essence.

Part S - Power of Attorney

63. Seller appointed as attorney

63.1 So far as is lawful, the Buyer irrevocably appoints, jointly and severally, the Seller and each director of the Seller, to be an attorney of the Buyer and its company nominee (if the Buyer is a company) (**Attorney**) on the terms and for the purposes set out in this clause 63. For the purposes of this clause 63, the Seller includes any assignee of the Seller.

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

- (a) in relation to Body Corporate matters:
 - (i) to appoint or revoke the appointment of a voter for a general meeting of the Body Corporate within the meaning of 'voter' for a general meeting of the Body Corporate under the Regulation Module and to give all necessary notifications of the appointment or revocation to the Body Corporate so that the details of the appointment or revocation may be entered into the Body Corporate roll;
 - (ii) to request that a meeting of the Body Corporate be held and to attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or the Committee, to the exclusion of the Buyer if present; and
 - (iii) to complete, sign and lodge any voting paper or any other document (including a proxy, appointment form, notice asking for an extraordinary general meeting, corporate owner nominee notification form or other representative notification form and any other notice under the Regulation Module) to allow the Seller to call for any meeting or to attend at or vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee,
in respect of any motion or resolution for or relating to any one or more of the matters or things set out in the Power of Attorney disclosure contained in the Disclosure Documents;
- (b) in relation to matters to effect a novation or assignment by the Seller of this Contract, to complete, sign, seal (as 'Buyer') give and deliver to any person:
 - (i) any Novation Deed;
 - (ii) any instrument to waive any cooling off period applicable as a result of the novation; and
 - (iii) any other document to give effect to a novation or assignment;

- (c) in relation to other matters, to complete, sign and lodge any instrument of consent to any application for:
- (i) approval for the further carrying out of the development of the Development or Scheme or any part of them providing such application is for an approval which, if granted and given effect to, will not have a direct material adverse effect on the use or the value of the Property; or
 - (ii) any licences or approvals required by any other owner or occupant of a lot included in the Development or Scheme for the conduct of a business within or from their lot including in relation to liquor licensing approvals.
- 63.3** The Power of Attorney commences on the Contract Date and expires on the latest date permitted by section 219(3) of the BCCM Act and not sooner than that date.
- 63.4** The Parties agree that the Power of Attorney is a power of attorney given as security in terms of section 10 of the *Powers of Attorney Act 1998* (Qld) and, as far as it is lawful, the rights of an Attorney under this clause 63 can be exercised in the total discretion of the Attorney and to the exclusion of the Buyer. Without limitation, the rights of the Attorney under this clause 63 can be exercised even if the:
- (a) Seller obtains a benefit for itself or a third person from doing so;
 - (b) exercise involves a conflict of interest or duty; or
 - (c) Attorney has a personal interest in doing so.
- 63.5** If the Seller is a company or company trustee, the Power of Attorney may be exercised by an authorised corporate representative of the Seller.
- 63.6** The Buyer must, as directed by the Seller and where required under this Contract, ratify and confirm any action taken by an Attorney in exercise of the Power of Attorney.
- 63.7** While the Power of Attorney remains in effect, the Buyer must not transfer or assign the Lot except to a transferee or assignee who has first given a power of attorney in favour of the Seller and its directors, if a company, on the same terms as the Power of Attorney. If the Buyer does not comply with this provision, the Buyer indemnifies the Seller against all loss and damage incurred by the Seller as a result (excluding any loss or damage to the extent caused or contributed to by the Seller).
- 63.8** If directed to do so by the Seller (acting reasonably) at any time, the Buyer must take all steps available in order to give full effect to the Power of Attorney including signing and completing any further instrument provided by the Seller.

Part T Default

64. Seller's rights in the event of Buyer default

- (a) Without limiting any other right or remedy of the Seller including those under this Contract or any right at Law, if the Buyer breaches or fails to comply with an Essential Term or makes a fundamental breach of an intermediate term of this Contract, the Seller may affirm or terminate this Contract.
- (b) No affirmation or termination of this Contract is effective unless it is in the form of a Notice.
- (c) A failure to make an election to affirm or terminate this Contract by any particular date is not to be taken as a waiver of any rights of the Seller under this Contract.
- (d) Without limiting any other right or remedy of the Seller including those under this Contract or any right at Law, if the Buyer breaches or fails to comply with a term of this Contract other than a term of the kind described in clause 64(a), the Seller may:

- (i) sue the Buyer for damages; and/or
- (ii) sue the Buyer for specific performance of the obligation breached.

65. Consequences if Seller affirms or terminates

- (a) If the Seller affirms this Contract under clause 64(a), in addition to enforcing this Contract, it may sue the Buyer for damages, specific performance or both.
- (b) If the Seller terminates this Contract under clause 64(a), the Seller may:
 - (i) resume possession of the Property;
 - (ii) forfeit the Deposit and Interest;
 - (iii) sue the Buyer for the Deposit (if not yet paid);
 - (iv) sue the Buyer for damages; and/or
 - (v) resell the Property.

66. Resale

If the Seller terminates this Contract and the Property is resold, then the Seller may recover from the Buyer any and all losses suffered or incurred caused by the Buyer's breach, including, without limitation:

- (a) the difference (if any) between the Balance Price and the price for which the Property is sold on resale;
- (b) its Costs of any repossession, failed attempt to resell and the resale;
- (c) any additional loss or Costs connected with the requirement for the Seller to continue to hold the Property, such as, without limitation, debt costs;
- (d) any Outgoings that would have been payable by the Buyer if this Contract had settled from the original due Settlement Date to the date of settlement of the resale of the Property inclusive; and
- (e) any legal or other Costs incurred by the Seller as a consequence of the Buyer's default.

67. Buyer's indemnity

The Buyer indemnifies the Seller for all and any loss the Seller suffers and Costs the Seller incurs as a result of:

- (a) a breach of warranty, representation or promise of the Buyer; or
- (b) the Buyer's breach or failure to comply with any term or condition of this Contract, such Costs, to the extent they comprise legal fees and outlays, are to be assessed on the full indemnity basis. This indemnity does not apply to any loss or Costs to the extent caused or contributed to by the Seller.

68. Buyer's rights in the event of Seller default

- (a) Without limiting any other right or remedy of the Buyer including those under this Contract or any right at Law, if the Seller breaches or fails to comply with an Essential Term or makes a fundamental breach of an intermediate term of this Contract, the Buyer may affirm or terminate this Contract.
- (b) No affirmation or termination of this Contract is effective unless it is in the form of a Notice.

- (c) A failure to make an election to affirm or terminate this Contract by any particular date is not to be taken as a waiver of any rights of the Buyer under this Contract.
- (d) Without limiting any other right or remedy of the Buyer including those under this Contract or any right at Law, if the Seller breaches or fails to comply with a term of this Contract other than a term of the kind described in clause 68(a), the Buyer may:
 - (i) sue the Seller for damages; and/or
 - (ii) sue the Seller for specific performance of the obligation breached.

69. Consequences if Buyer affirms or terminates

- (a) If the Buyer affirms this Contract under clause 68(a), in addition to enforcing this Contract, it may sue the Seller for damages, specific performance or both.
- (b) If the Buyer terminates this Contract under clause 68(a), the Buyer may:
 - (i) sue the Seller for the Deposit (if paid) and any Interest or sue the Seller for return of any bank guarantee or deposit bond (as applicable); and
 - (ii) sue the Seller for damages.

70. Seller's indemnity

The Seller indemnifies the Buyer for all and any loss the Buyer suffers and Costs the Buyer incurs as a result of the Seller's breach or failure to comply with any term or condition of this Contract, such Costs to the extent they comprise legal fees and outlays to be assessed on the full indemnity basis. This indemnity does not apply to any loss or Costs to the extent caused or contributed to by the Buyer and does not derogate from the Buyer's obligations under clause 48 to pay the Balance Purchase Price (without deduction or set off).

71. Insolvency of Seller

If the Seller:

- (a) resolves to seek the appointment of a liquidator, provisionally or otherwise;
- (b) enters into a scheme of arrangement for the benefit of its creditors;
- (c) is ordered to be wound up or is placed in provisional liquidation;
- (d) has its affairs, business or assets placed under the control of a receiver, receiver and manager, official manager, administrator or external controller; or
- (e) on any basis whatsoever becomes insolvent or unable to pay its debts,

it will not be taken to be in default of or to have breached this Contract. The Buyer will, in that circumstance, continue to be bound by this Contract, according to its terms as though the event had not occurred.

72. Interest

72.1 Without limiting the rights of the Parties, if money payable by a Party under this Contract is not paid when due, the Party must, as an Essential Term:

- (a) in the case of the Buyer, pay to the Seller interest on that money either (as the case may be):
 - (i) at Settlement;
 - (ii) upon the Seller obtaining a judgement against the Buyer requiring the Buyer to pay the money; or

- (iii) as otherwise agreed; and
- (b) in the case of the Seller, pay the Buyer interest on that money at the same time as the money is paid by the Seller,

calculated at the Contract Rate (published at the time that payment was first due) plus 3% per year, compounded annually, from the due date for payment until payment is made (inclusive). That interest may be recovered from the relevant Party as liquidated damages.

- 72.2** If the Buyer fails to effect Settlement on the due date, then the Seller may elect to charge interest (which is payable at Settlement) on the full Price without making any allowance for the Deposit having been paid by the Buyer (this clause 72.2 is included in this Contract to take into account that the Seller does not receive the Deposit until Settlement).
- 72.3** The Buyer's obligation to pay interest does not mean that the Seller has to agree or has agreed to extend any date on which a payment is due.

73. Notice before Termination

73.1 Despite any default of any Party and notwithstanding anything express or implied in this Contract, the non-defaulting Party must not terminate, cancel, avoid, rescind or declare itself not bound by this Contract unless:

- (a) the non-defaulting Party has first given the defaulting Party a Notice (**Remedy Notice**):
 - (i) giving particulars of the defaulting Party's default (**Default**);
 - (ii) offering the defaulting Party the opportunity to remedy the Default by a specified date, being a reasonable time (having regard to the nature of the Default) but in any event not less than 5 Business Days after the Remedy Notice is given to the defaulting Party; and
 - (iii) specifying that the non-defaulting Party intends terminating, cancelling, avoiding, rescinding or declaring itself not bound by this Contract (as the case may be) if the Default is not remedied by the date specified in the Remedy Notice; and
- (b) the defaulting Party has not remedied the Default complained of in the Remedy Notice by the date specified.

73.2 In respect of a Party failing to effect Settlement when due, the Remedy Notice is to specify a date that Settlement must occur on. The Parties agree that the operation of this clause 73 does not cause the due date for Settlement to be set at large and time remains of the essence of this Contract.

73.3 In this clause 73, the expression Default includes:

- (a) a wrongful act or omission;
- (b) a breach of or failure to comply with any term or condition;
- (c) conduct which amounts to repudiation, wrongful termination or mistake of fact; or
- (d) any failure to comply with a Statutory Obligation,

by the defaulting Party relating to this Contract. Noting in this clause 73 restricted the Buyer Rights.

Part U Legislative matters

74. Disclosure

- (a) The promises and acknowledgements of the Buyer in this clause 74 are subject to clause 77.
- (b) The Buyer acknowledges receiving, before signing this Contract:
 - (i) the Section 213 Statement duly signed by the Seller or duly signed by a person authorised by the Seller to do so;
 - (ii) the notice required pursuant to section 408 of the *Environmental Protection Act 1994* (Qld);
 - (iii) details of the Proposed Lot Entitlement and exclusive rights (if any), as set out in the Disclosure Documents;
 - (iv) a copy of the Proposed CMS included in the Disclosure Documents; and
 - (v) the Identification Plan, included in the Disclosure Documents, clearly identifying the Lot.
- (c) The Buyer acknowledges that the Statutory Disclosure Statements including the notices and statements acknowledged to have been received under clause 74(b) are each separate notices and statements.
- (d) The Buyer acknowledges that the Section 213 Statement comprises only that portion of the material contained in the Disclosure Document that is necessary to constitute a 'disclosure statement' as required by Section 213 of the BCCM Act (and not the entire contents of the Disclosure Document).
- (e) If the Seller has not itself signed the Statutory Disclosure Statements contained in the Disclosure Documents, the Seller affirms that it has authorised the signatory to bind the Seller to the information contained in the Disclosure Documents and to sign, date and give the Statutory Disclosure Statements as the Seller's authorised signatory and agent.

75. Buyer's promises

- (a) The Buyer promises the Seller that, before the Buyer signed this Contract, the Buyer:
 - (i) received the Section 213 Statement, signed by the Seller or the Seller's authorised signatory or agent; and
 - (ii) reviewed the contents of the Section 213 Statement and had the opportunity to take legal advice about those statements and this Contract.
- (b) The Buyer acknowledges that:
 - (i) the Identification Plan satisfies the requirements for a disclosure plan under section 213AA of the BCCM Act;
 - (ii) the Section 213 Statement is substantially complete for the purposes of section 213 of the BCCM Act; and
 - (iii) the Buyer cannot Object, given the Buyer's promises and acknowledgments under this clause 75, as a result of the content or any deficiency in the Identification Plan or the Section 213 Statement.
- (c) The Buyer promises the Seller that, before the Buyer signed this Contract, the Buyer:
 - (i) received a copy of the Proposed CMS (contained in the Disclosure Documents);
 - (ii) the Proposed CMS each comply with all of the requirements for a community management statement under section 66 of the BCCM Act;

- (iii) the Buyer, before entry into this Contract, reviewed the Proposed CMS and either took or had the opportunity to take legal advice about that statement and this Contract; and
 - (iv) the Buyer cannot Object, given the Buyer's acknowledgements under this clause 75, as a result of the content or any deficiency in the Proposed CMS except where the Buyer is entitled to exercise any Buyer Rights.
- (d) The Buyer promises the Seller that the Buyer:
- (i) has read the statements described in this clause 75;
 - (ii) is aware of its rights in respect of any cooling off period applicable to this Contract, the requirements of and its rights under the BCCM Act and the conditions set out in this Contract as to the rights of the Seller to make Variations,

and if any of the matters referred to in clauses 75(d)(i) and 75(d)(ii) are incorrect, the Buyer promises the Seller that it has taken legal advice or had an opportunity to take legal advice in relation to those matters before signing this Contract and chose not to take legal advice.

76. Use of Property

- (a) The Buyer promises the Seller and represents that:
- (i) the Buyer has, before signing this Contract, read this Contract and the disclosure, materials, statements and notices contained within the Disclosure Documents (or has been given an opportunity to do so) and took or was given an opportunity to take legal advice and any other advice the Buyer considered appropriate;
 - (ii) the Buyer, before signing this Contract, was given an effective opportunity by the Seller or the Seller's agents to negotiate the terms of this Contract, including an opportunity to reject its terms, and that, accordingly, in making this Contract, the Buyer has either negotiated those terms or chosen not to negotiate those terms;
 - (iii) the Buyer agrees that the Contract Terms, in particular terms that:
 - (A) permit the Seller to make Variations;
 - (B) permit termination and dealings with the Deposit and Interest on termination;
 - (C) limit the ability of the Buyer to Object or participate in the Body Corporate objecting to specified matters;
 - (D) limit the right of the Buyer to object to, or refrain from providing consent for, the completion of the Development and the Scheme;
 - (E) are in relation to the status of Marketing Materials,
 are reasonably necessary and required to protect the legitimate interests of the Seller given the nature of the Property sold (it being sold 'off the plan') and given the technical, planning, regulatory, economic and commercial uncertainties faced by the Seller in undertaking the development of the Development and the relative commercial burdens and risks to which each of the Seller and the Buyer are exposed.

77. Retraction of acknowledgements or promises

- (a) Subject to clause 77(b), if the Buyer wishes to retract or vary any or all of the acknowledgements, representations or promises made in this Contract, the Buyer must give Notice to the Seller of such within 5 Business Days after the Contract Date in which case:

- (i) the Buyer is taken to have given the Seller notification that the Buyer terminates this Contract;
 - (ii) the Seller is taken to have accepted the Buyer's notification of termination;
 - (iii) this Contract is at an end and neither Party has any further Claim against the other; and
 - (iv) the Deposit paid and Interest must be released to the Buyer.
- (b) Clause 77(a) does not apply if:
- (i) the Buyer has given to the Seller an instrument which has the effect of waiving any cooling off period in relation to this Contract; or
 - (ii) the Buyer has obtained pre-contract legal advice in relation to this Contract.

78. Further disclosure

- 78.1** The Parties agree that a Further Statement may take the form of a Notice, but a Notice will not be considered to be a Further Statement unless the Notice specifically states that it is intended to constitute a Further Statement.
- 78.2** If the Buyer proposes to give a Notice terminating this Contract under section 214(4) of the BCCM Act, the Buyer agrees that it will deal with the Seller justly and fairly by giving to the Seller before or at the same time that any such Notice is given, written details clearly outlining how the Buyer would be materially prejudiced if compelled to complete this Contract given the extent to which the Section 213 Statement was, or has become, inaccurate.
- 78.3** The Seller (acting reasonably) may cause the Body Corporate to engage other service contractors or body corporate managers for various purposes but the terms of any such engagements and other particulars required to be included in a Section 213 Statement are not known as at the Contract Date. The Seller may give a Further Statement if, after the Contract Date, it is determined that the Body Corporate, when it is established or changed, will enter into one or more further engagements of contractors, service contractors or body corporate managers. If that happens, the Buyer must not Object and agrees that the Section 213 Statement does not fail to be substantially complete for the purposes of Section 213 of the BCCM Act merely because, at the time it was initially given, it did not include details of the further contractor, service contractor or body corporate manager.

79. RG140 – no Strata Scheme

- 79.1** The Seller may procure that the Body Corporate authorises a person (**Letting Agent**) to conduct a letting agent's business for the Scheme.
- 79.2** The Buyer acknowledges to the Seller and agrees as follows:
- (a) RG140 explains how the managed investment provisions of the Corporations Act apply to arrangements involving real property, including under strata title or community title;
 - (b) neither the Seller presently nor any Letting Agent proposes to conduct a strata scheme for the purposes of RG140 (**Strata Scheme**) at the Scheme;
 - (c) prior to formation of this Contract, the Seller's conduct:
 - (i) was limited to extending an invitation to the Buyer to buy the Property; and
 - (ii) did not include any offers or arrangements regarding the management of the letting of the Property after Settlement (as part of a Strata Scheme or otherwise);

- (d) the Seller has not made (and is not required to make) any offer to the Buyer (either on its own behalf or for another person) concerning (or to arrange) the management of the letting of the Property; and
- (e) accordingly, the Seller is not, at the time of entry into this Contract, a promoter or operator of a Strata Scheme.

79.3 The Buyer acknowledges to the Seller and agrees that if the Letting Agent is not precluded under the terms of the Management Rights Agreement (or similar authorisation), at a future time, elects to make an offer to the Buyer about the management of the letting of the Property as part of a Strata Scheme, it is the obligation of the Letting Agent alone to comply with all relevant laws and the Seller will have little or no control over the Letting Agent in that regard.

79.4 The Buyer acknowledges that the Seller has agreed to enter into this Contract in reliance upon the acknowledgments and agreements made by the Buyer in this clause 79 and, but for those acknowledgments and agreements, the Seller would not have entered into the Contract.

Part V Privacy

80. Use of Personal Information

- (a) Each Party who is an individual consents to its Personal Information being:
 - (i) used by the Seller in connection with the Seller's business, including in connection with:
 - (A) the purchase, development and sale of land, including the Property;
 - (B) the proposed sale of an interest in the Seller's business;
 - (C) planning, direct marketing and product development by the Seller or a Related Body Corporate or an entity in which the Seller or a Related Body Corporate has a direct interest;
 - (D) raising finance;
 - (E) internal reporting;
 - (ii) reporting to any Related Body Corporate, financier or advisor of the Seller;
 - (iii) the construction of the Property;
 - (iv) any of the activities contemplated in this Contract; and
 - (v) any use specified in the Privacy Policy; and
- (b) disclosed by the Seller:
 - (i) if required or authorised by Law;
 - (ii) as specified in the Privacy Policy;
 - (iii) to any one or more of the following:
 - (A) any Related Body Corporate or any entity in which the Seller or a Related Body Corporate has a direct interest, financier or advisor of the Seller;
 - (B) any person in connection with a proposed sale of an interest in the Seller's business, including purchasers of the Property;
 - (C) any agent engaged by the Seller;
 - (D) any contractor or service provider involved in the management or maintenance of the Scheme or any works in connection with the Scheme;

- (E) the Body Corporate,
any of whom may be located outside Australia; or
- (iv) if the Party consents.

Part W Marketing Materials

81. No reliance on Marketing Materials

- (c) The Marketing Materials constitute a depiction of the Seller's intentions in respect of the Development and Scheme as they are at the Contract Date. They are not intended to be, nor should they be treated as, a statement of existing fact as to any aspect of the Development and Scheme.
- (d) The Marketing Materials do not form part of the description of the Development and Scheme in this Contract or the Disclosure Documents.
- (e) The Marketing Materials are not a representation or warranty by or on behalf of the Seller to the Buyer that:
 - (i) the intention of the Seller to carry out the Development, Scheme or to carry it out in any particular manner or sequence or to complete it is fixed and unequivocal;
 - (ii) the Development and Scheme will be in accordance with the Marketing Materials;
 - (iii) the Seller owns, will continue to own or will own all of the land required to undertake the Development and Scheme or any part of them;
 - (iv) the Seller has received or will receive all necessary approvals or the financial capacity to undertake the Development and Scheme, or if approvals are received, that they will be satisfactory to the Seller;
 - (v) the Seller has an unequivocal intention to proceed with the entire Development and Scheme as depicted in the Marketing Materials or at all;
 - (vi) the design features, facilities, improvements and inclusions as shown in the Marketing Materials are final and will form part of the Development and Scheme as depicted in the Marketing Materials or at all;
 - (vii) all aspects of the Development and Scheme as shown in the Marketing Materials will be included in the Development; and
 - (viii) the appearance, components and character of the Development and Scheme are fixed and will not change from that which is depicted in the Marketing Materials.
- (f) The Buyer acknowledges that the undertaking of the Development and Scheme is a dynamic process which may change or not be proceeded with, either in part or in whole, for any number of reasons, both before and after the Buyer has entered into the Contract and, as such, the Buyer represents and warrants to the Seller that they have not relied and will not rely on or be induced to enter into this Contract based on the Marketing Materials.

Part X General

82. Execution, counterparts and exchange

- 82.1** This Contract (and any variation thereto) is considered to be executed by a Party if affixed with a manuscript signature or initials or a typed name of the Party or a person, firm or company holding the requisite authority to bind the relevant Party.
- 82.2** This Contract may be executed in any number of counterparts. All counterparts taken together constitute one and the same instrument.
- 82.3** This Contract, including counterparts of it, may be exchanged by any means, including electronically.
- 82.4** If the Buyer or any agent of the Buyer received this Contract or the Disclosure Documents (either for signing or as a signed instrument) from the Seller or any agent of the Seller electronically, the Buyer promises the Seller that the Buyer consented to the giving of the documentation and any other materials by way of electronic means before receiving the documentation and materials.
- 82.5** Each person who signs this Contract as attorney for a Party warrants and represents to the other Party that at the date the person executed this Contract they had not received any notice or information of the revocation of the power of attorney appointing them.
- 82.6** Each person who signs this Contract for a Party, by placing their signatures, warrants and represents to the other Party that, at the date the person signed this Contract;
- (a) they are a Party to this Contract; or
 - (b) they are duly authorised by the relevant Party to sign this Contract; and
 - (c) if an officer of a company, the company duly resolved to enter into and sign this Contract.

83. Reliance by the Seller

The Buyer acknowledges that the Seller has agreed to enter into this Contract in reliance upon the various promises, acknowledgments and agreements made by the Buyer in this Contract and, but for those promises, acknowledgements and agreements, the Seller would not have entered into the Contract.

84. Time and Business Days

- 84.1** Time is of the essence of this Contract, except regarding a time of day for Settlement.
- 84.2** If a date by which something under this Contract must be done is extended by agreement between the Parties or by right of a Party under this Contract, for example, the date for payment of the Deposit or the Settlement Date, then, despite the extension, time remains of the essence of this Contract whether or not the terms of the agreement or notification requesting or recording the extension specified that time is to remain of the essence as a term of the agreement or notification to extend.
- 84.3** In relation to measurement of time:
- (a) where a period of time runs from a given day or the day of an act or event, it must be calculated exclusive of that day; and
 - (b) a day is the period of time commencing at midnight and ending 24 hours later.
- 84.4** If the date or the last date for a Notice to be given, an act to be performed or a payment to be made falls on a day that is not a Business Day then the date or the last date (as the case may be) will be the Business Day next following such date.

84.5 If this Contract provides for something to be done by the Buyer by a certain date and no time is specified, the Buyer must do so by 5:00pm, Brisbane time, on that date.

85. Contract Date

This clause 85 applies if following exchange of this Contract, the Contract Date in the Details has not been completed. The Contract Date will be taken to be the date that the last Party to sign this Contract has communicated to the other Party, by whatever means, that this Contract has been signed. Each Party authorises the other Party (as relevant) to complete the Contract Date in the Details if required.

86. Risk

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

87. Costs and transfer duty

87.1 Each Party must pay its own costs on this Contract.

87.2 The Buyer:

- (a) must pay all transfer duty on this Contract and the Transfer Documents;
- (b) indemnifies the Seller in respect of all liability for payment of transfer duty on this Contract and the Transfer Documents; and
- (c) is estopped from relying on its own failure to pay transfer duty, in arguing that this Contract and any other document should not be admitted into evidence in any proceedings about this Contract or the transaction recorded in it.

88. Notices

88.1 Notices under this Contract must be in writing and in English.

88.2 Unless stipulated otherwise under this Contract, Notices given by a Party's solicitor will be treated as given with that Party's authority.

88.3 Notices and other materials contemplated under this Contract are effectively given if:

- (a) delivered or posted to the address; or
- (b) sent by email or other digital means to the relevant email or other digital address, of a Party or their solicitor which:
- (c) is set out in the Details; and
- (d) may be updated or changed by a Party by Notice to the other Party from time to time, but must include an email address.

For the avoidance of doubt, any communications via the Electronic Workspace do not constitute Notices under this Contract.

88.4 In the case of a Notice to the Buyer's Solicitor, an email address includes any email address that the Buyer's Solicitor or any employee of the Buyer's Solicitor has used for sending emails to the Seller's Solicitor concerning the Contract.

88.5 Notices and material are treated as given when:

Method of giving Notice or materials	When Notices or materials are treated as given
if delivered	on delivery

Method of giving Notice or materials	When Notices or materials are treated as given
if posted to an address in Australia	on the date 3 Business Days after posting
if posted to an address outside Australia	on the date 10 Business Days after posting
email or other digital means	when they are sent, unless the sender receives notification that the email failed to be delivered to the recipient

- 88.6** For all purposes, the Parties consent to Notices and any other materials being given by electronic communication.
- 88.7** If the Buyer is no longer represented by a solicitor, the Seller may give Notice to the Buyer's last known contact particulars even if it is known to the Seller that the Buyer may not receive the Notice. The Parties' intention is that the onus is on the Buyer to ensure that the Seller at all times has current particulars of the Buyer in order to enable the Seller to give Notice.
- 88.8** This clause 88.8 applies if the address of the Buyer included in the Details is an address outside of Australia. If this clause 88.8 applies, then in any proceedings concerning the Contract, the Seller may effect service on the Buyer by registered post and the service is effective whether or not the Buyer has notice of the proceedings.
- 88.9** For the purposes of clause 88.3 and the giving of disclosure, including pre-contract and post-contract disclosure and Further Statements, the Notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- 88.10** The Buyer acknowledges that the Seller may provide information regarding the Scheme to the Buyer by way of an online data room or other electronic arrangement. If information is provided in this manner, the Seller will inform the Buyer and provide all necessary information to access the data room to the Buyer and the Buyer must not Object to information being provided in this manner.

89. Entire agreement

- 89.1** This Contract contains the entire terms agreed between the Parties in relation to the sale and purchase of the Property and supersedes all prior negotiations.
- 89.2** The implied conditions in section 76 of the *Property Law Act 2023* (Qld) do not apply to this Contract.

90. Variation of Contract

- 90.1** An amendment or variation of this Contract is not effective unless given in the form of a Notice and signed by or on behalf of the Parties by a person holding the requisite authority to bind the relevant Party.
- 90.2** An amendment or variation of this Contract signed by a Party's solicitor will be treated as being signed with that Party's authority.

91. Waiver

- 91.1** A waiver of any right under this Contract is effective only:
- if given in the form of a Notice, signed by or on behalf of the Party bound, by a person holding the requisite authority to bind the relevant Party;
 - in respect of the specific instance to which it relates; and

(c) for the specific purpose for which it is given.

91.2 In the absence of an effective waiver, no failure or forbearance by a Party to insist on any right to performance of a condition or obligation of the other Party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other Party is relieved or excused from performance of such condition or obligation.

92. Severance

If it is held by a Court that:

- (a) any part, clause or part of a clause of this Contract is void, voidable, illegal, unenforceable or a penalty; or
- (b) this Contract is void, voidable, illegal or unenforceable unless any part, clause or part of a clause of this Contract is severed from this Contract,

that part, clause or part of the clause will be severed from this Contract and the balance of this Contract given effect to, unless to do so would change the underlying principal commercial purposes of this Contract.

93. Rights after Settlement

- (a) Despite Settlement and registration of the Transfer Documents, any term of this Contract that can take effect after Settlement or registration remains in force.
- (b) Without limiting clause 93(a), the warranties, representations, undertakings and indemnities in this document are not extinguished on Completion and survive Completion.

94. Further acts

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

94.2 Without limiting clause 94.1, if requested to do so by the Seller, the Buyer must, at its own expense and within a reasonable period of time (and, in any event, before Settlement) do all things necessary in order to complete any omission, rectify any error, waive any statutory right (so far as it is possible and lawful to do so) or resolve any ambiguity in this Contract so as to facilitate this Contract being given effect to and being operative and enforceable as between the Parties.

94.3 Without limiting clauses 94.1 and 94.2, if the Contract has been exchanged electronically, the Seller (acting reasonably) may require that the Contract is again exchanged in hard (physical paper) copy. If that happens, the Buyer agrees to exchange hard a copy of the Contract when directed to do by the Seller. This may be required, for example, in order that a financier of the Seller agrees to accept the sale made under this Contract to be a qualifying pre-sale for construction funding qualification purposes. This is an Essential Term.

95. Assignment

95.1 The Seller may transfer or assign its interest or a part of its interest in the Lot or any parcel of land from which the Lot is to be created (or any part of it) to another person (**Dealing**).

95.2 The Seller must give reasonable Notice if the Seller proposes to effect a Dealing.

95.3 If the Seller effects or proposes to effect a Dealing, the Seller may either novate or assign this Contract to a Third Party, as contemplated by this clause 95.

95.4 The Buyer consents to any Dealing and either the novation or assignment, including for the purpose of any consent required under the Property Law Act as it relates to Instalment Contracts.

- 95.5** If the Seller proposes to effect a Dealing and the Seller elects to novate this Contract to the Third Party:
- (a) before the Dealing is completed, the Seller must procure the Third Party to execute a Novation Deed;
 - (b) the Buyer waives any cooling off period applicable as a result of the Dealing and the Buyer must, if requested by the Seller or Third Party, as an Essential Term, execute and return to the Seller any document to confirm such waiver within 5 Business after request;
 - (c) if the Seller requires, the Buyer and any person who has guaranteed the performance of the Buyer's obligations under the Contract to the Seller (**Guarantor**) agrees to enter into the Novation Deed to novate this Contract from the Seller to a Related Body Corporate of the Seller or a Third Party who appoints the Seller (or a related Body Corporate of the Seller) as the development manager, or any other person who is reasonably capable of performing the Seller's obligations under this Contract without having a material and detrimental impact on the Buyer;
 - (d) the Buyer must, as an Essential Term, execute, and must procure the Guarantor to execute, the Novation Deed within 5 Business Days after request; and
 - (e) on completion of the Dealing, the Seller is released from any further obligations under this Contract.
- 95.6** If the Seller effects or proposes to effect a Dealing, and the Seller elects to assign the benefit of this Contract to the Third Party:
- (a) the Third Party will have the benefit of the Seller's rights under this Contract as though the Third Party was named as Seller;
 - (b) the Seller will be taken to have performed its obligations under this Contract to the Buyer if those obligations are performed by the Third Party;
 - (c) for avoidance of doubt, for the purposes of this Contract, the Buyer must accept Transfer Documents signed by the Third Party; and
 - (d) no new contract is created as between the Third Party and the Buyer.
- 95.7** With respect to the Deposit:
- (a) on completion of a Dealing with a novation of this Contract as contemplated by clause 95.5; or
 - (b) on an assignment of this Contract by the Seller as contemplated by clause 95.6:
 - (i) the Seller may transfer to the Third Party's nominated deposit holder the Deposit (and the Seller and the Buyer irrevocably authorise the Deposit Holder to facilitate such transfer);
 - (ii) if the payment of the Deposit has been secured by the provision of a Compliant Bank Guarantee or Non-Compliant Guarantee which is assignable, the Seller may assign the instrument to the Third Party; or
 - (iii) if the payment of the Deposit has been secured by the provision of a Compliant Bank Guarantee or Non-Compliant Guarantee which is not assignable, the Buyer must, as an Essential Term, within 10 Business days after direction by the Seller, provide to the Third Party's nominated deposit holder a replacement Compliant Bank Guarantee or cash Deposit.
- 95.8** The Buyer may not assign or transfer or attempt to assign or transfer the Buyer's interest under this Contract without the prior written consent of the Seller. This is an Essential Term.

- 95.9** When considering a request to assign under clause 95.8 or consent to the sale of the Property under clause 96.1:
- (a) the Seller will, acting reasonably, have regard to the individual circumstances of the Buyer and the impact (if any) that the proposed assignment will have on the Seller's marketing and sales of other lots in the Scheme and/or Development; and
 - (b) the Seller will, in its absolute discretion, withhold approval if the Seller considers (acting reasonably) that the Buyer's primary intention on the Contract Date was to sell the Property and such sale will directly compete with the lots that the Seller is marketing and selling in the Scheme and/or Development.
- 95.10** The Seller may:
- (a) mortgage or charge its interest in the Lot or any parcel of land from which the Lot is to be created;
 - (b) obtain further advances on the security of the Lot or any parcel of land from which the Lot is to be created; and
 - (c) enter into joint ventures or other agreements in connection with the Development, development of the Scheme or any parcel of land from which the Lot is to be created.
- 95.11** The Buyer consents to the Seller doing any of the things mentioned in clause 95.10 including for the purpose of any consent required under the Property Law Act as it relates to Instalment Contracts.

96. Restriction on re-sale

- 96.1** Until Settlement the Buyer must not, without the prior written consent of the Seller (as contemplated in clause 95.9):
- (a) sell (including granting an option to purchase), transfer or assign the Property or the Buyer's rights or interests in or under the Contract; or
 - (b) in any way advertise the Property for sale.
- 96.2** The Buyer must not use any marketing material or images of the Seller in any way without the prior written consent of the Seller.
- 96.3** The Buyer indemnifies the Seller against any Claim that may be brought against the Seller or any Cost which the Seller may pay, sustain or incur in relation to any breach by the Buyer of this clause 96. This indemnity does not apply to the extent caused or contributed to by the Seller.
- 96.4** If, prior to Settlement, the Seller consents to the sale of the Property under clause 96.1, and the Buyer enters into a contract or other arrangement for the sale of the Property, the Buyer must promptly give to the Seller:
- (a) details of such sale, including purchase price, identity and contact details of the new buyer;
 - (b) a copy of the power of attorney in favour of the Seller required to be obtained from the new buyer in accordance with this Contract;
 - (c) a copy of any covenant in favour of the Seller or any other person required to be obtained from the new buyer in accordance this Contract; and
 - (d) any other information reasonably required by the Seller.

Pre-contract representations

1. Special condition

- 1.1** The Buyer acknowledges that no sales or marketing agent (including any employee or contractor of, or entity forming part of, Traders in Purple) has authority from the Seller to make promises or representations or give warranties or assurances on behalf of the Seller, other than those contained in this Contract or the Disclosure Documents.
- 1.2** The Buyer confirms and represents to Seller that the Buyer has not been induced to enter into this Contract on the basis of any promises, representations, warranties or assurances other than those which are contained in this Contract or the Disclosure Documents or which are hand written or typed into the table below. If not completed, the Buyer warrants the Buyer is representing and warranting to the Seller that it has not been induced to buy the Property in reliance on any promise, representation, warranty or assurance by or on behalf of the Seller which is not contained in this Contract or the Disclosure Documents.

Promise, representation, warranty or assurance allegedly made	Alleged to have been made by (insert name)	Alleged to have been made on (insert date)

If this contract is signed electronically, please note that the Buyer has the ability to complete the text fields above.

- 1.3** To the extent that the Buyer claims it has relied upon a promise, representation, warranty or assurance by or on behalf of the Seller before entering into this Contract, the Buyer acknowledges and accepts that the Seller expressly withdraws such a representation, other than as disclosed in Special Condition 1.2.
- 1.4** The Buyer acknowledges that the purpose of this Special Condition is to ensure the Seller is aware of any pre-contract promises, representations, warranties or assurances made to the Buyer so that the Seller can consider these representations and accept, reject or clarify such representations before entering into this Contract.
- 1.5** The Buyer understands that:
- (a) except for the representation and acknowledgement in this Special Condition, the Seller would not have entered into this Contract; and
 - (b) by the acknowledgment, confirmation and representations in this Special Condition, a Court may determine that any promise, representation, warranty or assurance given (other than those set out above or which are set out elsewhere in this Contract or the Disclosure Documents) was not relied upon by the Buyer.
- 1.6** The parties acknowledge and agree that this Special Condition does not exclude a Party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

Buyer 1 - initial

Buyer 2 - initial

Execution - Buyer

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

Signed by the Buyer named in the Details in the presence of (and if a company, in accordance with sections 126 or 127 of the *Corporations Act 2001* (Cth) by its duly authorised signatory) in the presence of:

Signature of witness
(witness not required if signed electronically)

Name of witness (print)

Signature of Buyer (or Director of Buyer or authorised signatory, if company)

Signature of Buyer (or Director of Buyer or authorised signatory, if company)

The signatories, by placing their signatures above, warrant that:

- (a) they are the Buyer or they are authorised by the Buyer to sign; and
- (b) if an officer of a company, the company duly resolved to enter into and sign this Contract to buy the Property.

Execution – Seller

Signed by a duly authorised attorney of 117 Victoria Street West End Pty Ltd ACN 672 851 679 in the presence of

Signature of witness
(witness not required if signed electronically)

Name of witness

Signature of attorney of the Seller

Guarantee and indemnity

Parties:

Seller	117 Victoria Street West End Pty Ltd ACN 672 851 679
Guarantor	The Guarantor named in the Details of the Contract
Contract	Contract for the sale and purchase of the Property to be made between the Seller and the Buyer named in the Details of the Contract

It is agreed:

1. The Guarantor:
 - (a) has requested that the Seller enter into the Contract;
 - (b) enters into this Guarantee and Indemnity in consideration for the Seller agreeing to:
 - (i) enter into the Contract at the request of the Guarantor; and
 - (ii) each pay the Guarantor \$1.00 within 10 Business Days after written demand by the Guarantor to the Seller.
 - (c) acknowledges the receipt of valuable consideration from the Seller for the Guarantor incurring obligations under this Guarantee and Indemnity.
2. The Seller agrees to enter into the Contract at the request of the Guarantor.
3. The Guarantor acknowledges that, under the Contract:
 - (a) the Seller may effect a Dealing in favour of another person (**Third Party**); and
 - (b) if the Seller effects a Dealing, and the Contract is novated or assigned to the Third Party, the Buyer will be bound to perform the Buyer's obligations under the Contract in favour of the Third Party.
4. The Guarantor unconditionally and irrevocably guarantees:
 - (a) to the Seller the due and punctual performance by the Buyer of all of its obligations under the Contract; and
 - (b) if the Contract is novated to the Third Party, to the Third Party the due and punctual performance by the Buyer of all of its obligations under any substitute contract for the sale and purchase of the Property that comes in effect as a result of a Dealing and novation (**Substitute Contract**); and
 - (c) if the Contract is assigned to the Third Party, to the Third Party the due and punctual performance by the Buyer of all of its obligations under the Contract.
5. The Guarantor, as a separate undertaking, unconditionally and irrevocably indemnifies the Seller (and the Third Party, if applicable) against all liability, damages, costs, expenses and losses of any kind and however arising (including penalties, fines, interest, duties, fees, taxes or legal fees on a full indemnity basis) which the Seller (and the Third Party, if applicable) may suffer as a result of or arising directly or indirectly out of:
 - (a) any default, breach or non-compliance by the Buyer of the Contract or a Substitute Contract (**Relevant Contract**);
 - (b) a breach by the Buyer of any acknowledgement, promise, representation, warranty or the like by the Buyer in a Relevant Contract or otherwise, including any promise, representation, warranty or the like which was incorrect or misleading when made;

- (c) the Buyer having no obligations or being relieved of any obligations or any obligations of the Buyer becoming unenforceable under a Relevant Contract; or
 - (d) making, enforcing and doing anything in connection with this Guarantee and Indemnity.
6. The Guarantor agrees that the Guarantor's liability and obligations under this Guarantee and Indemnity are not affected by any:
- (a) termination of a Relevant Contract as a result of any default or breach by the Buyer;
 - (b) insolvency, bankruptcy, death, incompetency or winding up of the Buyer or of any Guarantor;
 - (c) assignment or novation of a Relevant Contract by the Buyer or the Seller or a Third Party;
 - (d) grant of time or other concession to the Buyer by the Seller or a Third Party or to the Seller or a Third Party by the Buyer;
 - (e) compromise, waiver, variation or novation of any of the rights of the Seller or a Third Party against the Buyer under a Relevant Contract;
 - (f) delay by the Seller or a Third Party in exercising its rights or if the Seller or a Third Party does not sue the Buyer;
 - (g) acquiescence, acts, omissions or mistakes on the part of the Seller or a Third Party;
 - (h) purported rights of the Seller or a Third Party against the Buyer under a Relevant Contract being invalid, void or unenforceable for any reason including by operation of Law;
 - (i) future variations or alterations to a Relevant Contract agreed between the parties to it, regardless of whether or not the Guarantor has first consented to the variation or alteration and regardless of any prejudice to the Guarantor arising from that variation or alteration;
 - (j) other person who was named, intended or required to enter into this Guarantee and Indemnity not having done so or not having done so effectively;
 - (k) waiver or other indulgence or the discharge or release of a Buyer or any other person from any obligation;
 - (l) guarantee and indemnity from any other person who has entered into this Guarantee and Indemnity not being, for any reason whatsoever, enforceable; or
 - (m) other acts, omission, thing or matter whatsoever which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations as surety.
7. This Guarantee and Indemnity:
- (a) extends to cover the Buyer's obligations under a Relevant Contract:
 - (i) regardless of any compromise, waiver or variation of any rights against the Buyer under the Relevant Contract; and
 - (ii) as amended, varied or replaced, whether with or without the consent of the Guarantor, even if the amendment, variation or replacement imposes additional obligations on the Buyer, beyond those presently in the Relevant Contract; and
 - (b) is a continuing guarantee and indemnity and, despite Settlement, remains in full force and effect for as long as the Buyer has any liability or obligation under the Relevant Contract and until all of those liabilities or obligations have been fully discharged.
8. The Guarantor represents to the Seller (and for the benefit of any Third Party) that before the Guarantor entered into this Guarantee and Indemnity the Guarantor read and understood this Guarantee and Indemnity, the Contract and any other associated documents and had taken or been given the opportunity to take legal and other advice the Guarantor considered necessary.

9. If the Seller or a Third Party novates, transfers or assigns its interest in a Relevant Contract in favour of any person or entity (**Assignee**), the benefit of the Guarantor's obligations and indemnities under this Guarantee and Indemnity are assigned to the Assignee and the Guarantor must enter into any document that the Seller or a Third Party or Assignee may reasonably require to confirm the assignment. The Seller or a Third Party may assign the benefit of the Guarantor's obligations and indemnities under this Guarantee and Indemnity without affecting or discharging the Guarantor's liability as surety in any way.
10. The Seller or a Third Party does not have to sue the Buyer or enforce any rights against any person before claiming under this Guarantee and Indemnity.
11. This Guarantee and Indemnity binds each Guarantor individually and all of them jointly.
12. This Guarantee and Indemnity is a separate, collateral instrument to the Relevant Contracts.
13. The liability of the Guarantor is not discharged by payment to the Seller or a Third Party which is later avoided by Law. If that occurs, the respective rights and obligations of the Seller or a Third Party and the Guarantor will be restored as if the payment had not been made.
14. Money paid to the Seller or a Third Party by the Guarantor must be applied first against payment of costs, charges and expenses under clause 5 then against other obligations under this Guarantee and Indemnity.
15. If there is any ambiguity in this Guarantee and Indemnity, it is to be interpreted in favour of the Seller or a Third Party. Any void, voidable or illegal term of this Guarantee and Indemnity is to be read down or severed leaving the balance operable.
16. The Guarantor acknowledges and agrees that this Guarantee and Indemnity was signed by the Guarantor before the Seller signed the Contract.
17. This Guarantee and Indemnity may be executed, exchanged and delivered in any manner permitted under the Contract for the execution and exchange of that document (including electronically).
18. Notices under this Guarantee and Indemnity are to be given in the manner set out under the Contract. The Seller may give notices to the Guarantor by giving the notice to the Buyer or the Buyer's Solicitor, including in the same instrument as any notice that is given to the Buyer.
19. The provisions of clauses 1.3 to 1.9 (inclusive) of the Contract apply to this Guarantee and Indemnity unless inconsistent with its subject matter.
20. This Guarantee and Indemnity takes effect, is signed and delivered as a deed. The validity of this Guarantee and Indemnity as an agreement between the Seller and the Guarantor is not affected in any way if this Guarantee and Indemnity does not take effect as a deed.

WARNING: The Guarantor is agreeing to be legally liable for the performance of the Buyer under the Contract.

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WEST END

Signed sealed and delivered by Guarantor 1 in the presence of

Signature of witness
(witness not required if signed electronically)

Name of witness (print)

Signature of Guarantor 1

By placing my signature above, I warrant that I am the Guarantor named in the Details.

Signed sealed and delivered by Guarantor 2 in the presence of

Signature of witness
(witness not required if signed electronically)

Name of witness (print)

Signature of Guarantor 2

By placing my signature above, I warrant that I am the Guarantor named in the Details.

Signed sealed and delivered as a deed by a duly authorised attorney of **117 Victoria Street West End Pty Ltd ACN 672 851 679** in the presence of

Signature of witness
(witness not required if signed electronically)

Name of witness (print)

Signature of attorney of the Seller

Schedule 1 - Natural stone samples

Examples of variability in appearance are shown below. Pitting and inundations are characteristic of natural stone. This characteristic may mean that edges and corners are not straight and may have a chipped appearance. Different pieces of stone, even those from the same quarry, may vary in appearance. This means some sheets look more heavily 'patterned', or have a higher level of colour variability than others.

Examples of 'River' colour scheme



Examples of 'Sky' colour scheme



Special condition (if applicable) – natural stone selection

1. Natural stone

If the Buyer has selected natural stone, the Buyer warrants to the Seller that the Buyer:

- (a) was offered an alternative of reconstituted stone and elected to proceed with the natural stone;
- (b) understands and accepts all matters contained in clause 22 as to natural stone including in respect of its natural characteristics, variability, attributes, care and maintenance required and risks;
- (c) understands and accepts the variability of natural stone and that the natural stone installed:
 - (i) will be different, and potentially significantly different, from samples shown Marketing Materials (including in any display); and
 - (ii) is dependent upon the availability of natural stone from the quarry at a later time; and
- (d) accepts the costs and risks inherent in the use and maintenance of natural stone.

Buyer 1 - initial

Buyer 2 - initial

Floor Plan

Special Conditions and Upgrade Options Form (if applicable)

Buyer 1 - initial

Buyer 2 - initial

Seller - initial

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Disclosure Documents – Rivara

RIVARA
WEST END

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Disclosure Documents

Buyer *Buyer 1 Name*
 Buyer 2 Name

Note: These Disclosure Documents including the Statutory Disclosure Statements are also given to any additional party who becomes a Buyer under the Sale Contract for the Lot (whether or not named above)

Seller **117 Victoria Street West End Pty Ltd ACN 672 851 679**

Lot No. Rivara being more particularly described in these Disclosure Documents and identified in the Identification Plan also contained in these Disclosure Documents.

Contents of Disclosure Documents

- Part A – Statutory Disclosure Statements
- Body Corporate & Community Management Act 1997 – Section 213 Statement
- Other matters
- Power of attorney disclosure statement
- Section 408 Environmental Protection Act 1994 (Section 408 Disclosure)
- Identification Plan
- Schedule of proposed contributions
- Proposed Community Management Statement
- Body corporate agreements
- Proposed Body Corporate Manager's Agreement
- Proposed Caretaking and Letting Agreement
- Proposed parcel locker service agreement
- Proposed facilities management plan (Ocean Protect)
- Proposed Alarm Agreement
- Part B – Other Disclosure
- Titling and site overview
- Disclosure about benefits from service contracts
- Proposed specifications

Signing of all statutory disclosure statements and notices including Section 213 Statement by Seller

Date 05 August 2025 | 10:11 AM AEST

Signed DocuSigned by:
Gerald Vandermeijde
8D1F53B12C2D4AA...

By the Seller or for and on behalf of the Seller by its duly authorised signatory/agent or attorney

The Buyer acknowledges receiving these Disclosure Documents and the Statutory Disclosure Statements contained within them duly signed by the Seller before the Seller and Buyer have entered into the Sale Contract.

Signature of Buyer (or Director of Buyer or authorised signatory, if company)

Signature of Buyer (or Director of Buyer or authorised signatory, if company)

Part A – Statutory Disclosure Statements

Terminology

In these Statutory Disclosure Statements and these Disclosure Documents:

1. Expressions used and defined in the Sale Contract have the meaning so defined and the interpretation provisions of the Sale Contract also apply.
2. **Contributions Formula** means the Contributions Formula referred to and set out in the Section 213 Statement below under the heading 'Proportion of Cost of Disclosable Engagements payable by Buyer' or similar.
3. **Disclosable Engagement** means an engagement of a body corporate manager or service contractor for the Scheme proposed to be entered into (by the Body Corporate) after the establishment of the Scheme, or proposed to be continued or entered into after the Scheme is changed, particulars of which are required to be included as part of the disclosure statement under section 213 of the BCCM Act.
4. **Schedule** means the Schedule of Proposed Contributions contained in these Disclosure Documents which applies for the first 12 months after levies are struck.

Separate statements and notices

Each of the statements or notices under the separate headings in these Statutory Disclosure Statements are separate statements or notices given by the Seller to the Buyer and should be read by the Buyer as separate statements or notices.

Signing of separate statements & notices

Notwithstanding each of the statements and notices in these Statutory Disclosure Statements are signed once on the cover sheet of these Disclosure Documents, each statement and notice (including the Section 213 Statement) is to be taken as if it were individually and separately signed (and if applicable dated) by the Seller or, as applicable, the Seller's agent or a person authorised by the Seller.

Body Corporate & Community Management Act 1997 – Section 213 Statement

Costs of Disclosable Engagements

In this Section 213 Statement, the estimated cost to the Body Corporate of any Disclosable Engagement, unless specified otherwise:

- (a) includes all base fees and, where relevant, an allowance for additional fees and expenses;
- (b) is calculated, where relevant, allowing for annual increases according to the terms of the engagement and, on the assumption, if required, that CPI (Brisbane) or other relevant index used as the basis for annual increases is 6% per year;
- (c) are inclusive of GST;
- (d) may be subject to minor rounding differences or errors; and
- (e) are estimates only and subject to change due to factors affecting those costs including increases in taxes, changes to laws and regulations, changes to timeframes for completion of construction and general economic factors (including inflation) affecting the costs of services, equipment and other expenditures over time.

Proportion of costs of Disclosable Engagements

In this Section 213 Statement, the proportion of the cost to the Body Corporate of any Disclosable Engagements to be borne by the owner of the proposed lot unless specified otherwise:

- (a) is shown in the Schedule under the relevant column relating to the engagement and is represented as a dollar amount for the period to which the Schedule relates; and
- (b) is described in, and determined by application of the following formula (**Contributions Formula**):

Contributions Formula means the following formula:

On establishment of the Scheme:

$$\text{Proportion to be borne by Buyer} = \frac{CE}{150,083}$$

Where:

CE means the contribution schedule entitlement for the Lot as shown in the proposed community management statement for the Scheme or the Schedule.

Seller's statement

Pursuant to section 213 of the BCCM Act, the Seller states as follows:

Disclosure requirement	Disclosure
Identification of proposed lot	The proposed lot is, subject to the rights of the Seller under the Sale Contract to make Variations, the Lot described on the front page of these Disclosure Documents and shown on the Identification Plan which accompanies and forms part of this Section 213 Statement.
Date by which the Seller must settle the Sale Contract	The Seller must settle the Sale Contract by the earlier of the following: <ul style="list-style-type: none"> – the Sunset Date, which is that date which is 5½ years after the day the Sale Contract is entered into by the Buyer or any later date for Settlement requested by the Buyer and agreed to by the Seller; and – the end of 5½ years after the day the Sale Contract is entered into by the Buyer or, if the Buyer requests a later date for Settlement and the Seller agrees to the date, the later date.

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WEST END

Note: The dates above are the same date, but have been disclosed in this manner to ensure compliance with the relevant legislative requirements.

<p>Annual contributions reasonably expected to be payable to the Body Corporate by the owner of the proposed lot</p>	<p>The amount of annual contributions reasonably expected to be payable to the Body Corporate by the owner of the proposed lot are set out in the Schedule.</p> <p><i>Note: The annual contributions expected to be payable by the owner of the proposed lot which are set out in the Schedule are for a 12 month period after establishment of the Scheme.</i></p> <p><i>For subsequent periods, the annual contributions will be as determined by the Body Corporate and are likely to increase due to escalating costs. The Seller estimates that the annual contributions will increase for subsequent years by 5% to 10% per year. The Seller will have limited or no control over the Body Corporate in that regard.</i></p>						
<p>Details of any proposed engagement of a person as a body corporate manager or service contractor for the Scheme proposed to be entered into after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed (including the terms of the engagement, the estimated cost of the engagement to the Body Corporate and the cost to be borne by the owner of the proposed lot)</p>	<p>Body Corporate Manager's Agreement</p> <p>Regarding the engagement of a body corporate manager:</p> <ul style="list-style-type: none"> – the terms of the 3 year engagement are as set out in the proposed Body Corporate Manager's Agreement contained in these Disclosure Documents; – the estimated cost of the engagement to the Body Corporate is: <table border="1" data-bbox="624 757 1353 965"> <thead> <tr> <th>Period</th> <th>Estimated Cost</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$50,045</td> </tr> <tr> <td>Total Term (based on estimate of 6% annual increase over 3 year agreement)</td> <td>\$156,199</td> </tr> </tbody> </table> <ul style="list-style-type: none"> – see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by owner of the proposed lot. <p><i>Note: The estimated cost includes the secretarial fees together with additional fees and printing, postage and outlays (fixed and additional).</i></p>	Period	Estimated Cost	Year 1	\$50,045	Total Term (based on estimate of 6% annual increase over 3 year agreement)	\$156,199
Period	Estimated Cost						
Year 1	\$50,045						
Total Term (based on estimate of 6% annual increase over 3 year agreement)	\$156,199						
	<p>Caretaking and Letting Agreement</p> <p>Regarding the engagement of a body corporate service contractor:</p> <ul style="list-style-type: none"> – the terms of the 10 year engagement are as set out in the proposed Caretaking and Letting Agreement contained in these Disclosure Documents; – the estimated cost of the engagement to the Body Corporate is: <table border="1" data-bbox="624 1301 1353 1509"> <thead> <tr> <th>Period</th> <th>Estimated Cost</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$284,328</td> </tr> <tr> <td>Total Term (based on estimate of 6% annual increase over 10 year agreement)</td> <td>\$3,747,669</td> </tr> </tbody> </table> <ul style="list-style-type: none"> – see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the owner of the proposed lot. 	Period	Estimated Cost	Year 1	\$284,328	Total Term (based on estimate of 6% annual increase over 10 year agreement)	\$3,747,669
Period	Estimated Cost						
Year 1	\$284,328						
Total Term (based on estimate of 6% annual increase over 10 year agreement)	\$3,747,669						
	<p>Parcel locker service agreement</p> <p>Regarding the engagement of a service contractor in relation to the parcel lockers:</p> <ul style="list-style-type: none"> – the terms of the 10 year engagement are as set out in the proposed parcel locker agreement contained in these Disclosure Documents; – the estimated cost of the engagement to the Body Corporate is: <table border="1" data-bbox="624 1800 1353 1998"> <thead> <tr> <th>Period</th> <th>Estimated Cost</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$4,208</td> </tr> <tr> <td>Total Term (based on estimate of 6% annual increase over 10 year agreement)</td> <td>\$55,459</td> </tr> </tbody> </table>	Period	Estimated Cost	Year 1	\$4,208	Total Term (based on estimate of 6% annual increase over 10 year agreement)	\$55,459
Period	Estimated Cost						
Year 1	\$4,208						
Total Term (based on estimate of 6% annual increase over 10 year agreement)	\$55,459						

- see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the owner of the proposed lot.

Facilities management plan (Ocean Protect)

This disclosure is given on the basis that the facilities management plan is a Disclosable Engagement. The Seller does not admit that the facilities management plan is a Disclosure Engagement.

Regarding the facilities management plan:

- the terms of the 180 month agreement are as set out in the proposed facilities management plan contained in these Disclosure Documents;
- the estimated cost of the engagement to the Body Corporate is:

Period	Estimated Cost
Year 1	\$20,988
Total Term (based on estimate of 7.25% annual increase)	\$537,676

- see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the owner of the proposed lot.

Alarm Agreement (Queensland Fire and Emergency Services)

This disclosure is given on the basis that the Alarm Agreement is a Disclosable Engagement. The Seller does not admit that the Alarm Agreement is a Disclosable Engagement.

Regarding the Alarm Agreement proposed to be entered into by the Body Corporate:

- the terms of the 10 year engagement (estimated term) are as set out in the Alarm Agreement contained in these Disclosure Documents;
- the estimated cost of the engagement to the Body Corporate is:

Period	Estimated Cost
Year 1	\$3,850
Total Term (based on estimate of 6% annual increase over an assumed 3 years)	\$50,746

- see disclosure above regarding the proportion of the cost of the engagement to the Body Corporate to be borne by the owner of the proposed lot.

Other engagements

The Seller may cause the Body Corporate to engage further service contractors or body corporate managers for the Scheme after establishment or changing of the Scheme, for various purposes, including administration, provision or supply of utilities (including via embedded networks), electrical load management systems, rubbish removal, lift maintenance, landscaping and window cleaning.

In relation to those engagements, if any:

- as at the giving of this Section 213 Statement, the terms of the proposed engagements are not known, but terms may include an obligation on the Body Corporate, on expiry or termination of the engagement to buy back equipment installed or owned by the service contractor, such as hot water systems, meters and supply equipment at a pre-agreed value or at valuation. In that event, the proportion of that payment to be borne by the Buyer is described in, and determined by the application of, the Contributions Formula, outlined above. The Seller may receive a benefit equivalent to the cost that the Seller would otherwise have paid if the equipment was installed or paid for by the Seller (because the equipment is installed by the service contractor);
- as at the giving of this Section 213 Statement, the estimated cost of the engagement to the Body Corporate is not known;

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WEST END

- in relation to supply of utilities to the Body Corporate under such an engagement, the Body Corporate may be required to make payments for the supply of the utilities, which payments are anticipated to be determined according to metered consumption. The estimated cost of such consumption is not known, but is anticipated to be generally in accordance with the market cost of supply of utilities;
- the proportion of the cost of supply of utilities or other cost of such engagements to be borne by the owner of the proposed lot is described in, and determined by application of, the Contributions Formula, outlined above; and
- in relation to supply of utilities, the owner or occupier of the proposed lot, if they wish to acquire utility supply under such arrangements, are likely to be required to make payments as a result of the engagement, which payments are anticipated to be determined according to metered consumption. The estimated cost of such consumption is not known, but is anticipated to be generally in accordance with the market cost of supply of utilities.

The Seller may cause the Body Corporate to enter into (or become party to) an agreement with Brisbane City Council in relation to land adjoining Scheme Land (being Lot 1 on RP124664 which is located between the Parcel and the Brisbane River) to enable the Body Corporate to maintain landscaping. The estimated cost of such an arrangement is accounted for in the Schedule and the proportion of the cost to be borne by the owner of the proposed lot is described in, and determined by application of, the Contributions Formula, outlined above.

Details of any proposed authorisation of a person as a letting agent for the Scheme proposed to be given after the establishment of the Scheme or proposed to be continued or entered into after the Scheme is changed (including the terms of the authorisation)

Regarding the proposed authorisation of a letting agent for the Scheme, the terms of the 10 year authorisation are as set out in the proposed Caretaking and Letting Agreement contained in these Disclosure Documents.

Details of Body Corporate assets proposed to be acquired by the Body Corporate after the establishment or change of the Scheme

The following items will be acquired by the Seller and gifted to the Body Corporate:

Asset	Approximate value
Foyer areas (including ground floor) furniture/décor and artwork	\$32,000
Parcel lockers	\$48,000
Recreational/pool/BBQ areas – furniture/décor	\$67,000
Wellness zone – equipment/furniture/decor	\$73,000
Dining room - equipment/furniture/decor	\$46,000
Meeting room – equipment/furniture	\$7,000
Equipment – site emergency management kit, bin tug, pool/hot tub cleaning equipment	\$7,000

Note: Specifications, product brands and models for body corporate asserts will depend on a number of factors including suitability, availability and cost at the time of acquisition (and this may affect the amounts referred to above, which are estimates only and are subject to change).

The Body Corporate also acquires assets as are otherwise described in these Disclosure Documents (including Part B) which are body corporate assets for the purposes of section 11 of the BCCM Act. This includes the benefit of any leases, licences and easements, if any, described in these Disclosure Documents.

Other matters

Safety switch

The Seller gives written notice to the Buyer that an approved safety switch will be installed before Settlement for the general purpose socket outlets in the proposed lot.

Smoke alarms

The Seller gives written notice to the Buyer that smoke alarms complying with the *Fire and Emergency Services Act 1990* (Qld) will be installed in the proposed lot at Settlement.

SAMPLE FOR REFERENCE
ONLY 06.08.2025

RIVARA

WEST END

Proposed community management statement for the Scheme	The proposed community management statement for the Scheme is contained in these Disclosure Documents.
Regulation module proposed to apply to the Scheme	<i>Body Corporate and Community Management (Standard Module) Regulation 2020 (Qld)</i>
Other matters prescribed under the regulation module applying to the Scheme	Nil
Signing	This Section 213 Statement is signed on the front page of these Disclosure Documents by the Seller or by an agent who is authorised to act for the Seller.

The Section 213 Statement also comprises those portions of the material contained in these Disclosure Documents that is necessary to constitute a 'disclosure statement' as required by section 213 of the BCCM Act and no other portions of the Disclosure Documents.

To the extent of any inconsistency between the disclosures set out above and the balance materials contained in these Disclosure Documents, the disclosure set out above prevails.

Power of attorney disclosure statement

Pursuant to section 219 of the BCCM Act, the Seller states as follows:

1. Under the Sale Contract for the Lot, so far as is lawful, the Buyer irrevocably appoints, jointly and severally, the Seller and each director of the Seller to be an attorney of the Buyer and its company nominee (if the Buyer is a company) (**Attorney**) on the terms and for the purposes set out below.
2. If the Seller is a company or company trustee, the Power of Attorney may be exercised by an authorised corporate representative of the Seller.
3. The Power of Attorney may be used for the following purposes:
 - (a) in relation to matters to effect a novation or assignment by the Seller of the Sale Contract, to complete, sign and seal (as 'Buyer') give and deliver to any party:
 - (i) any Novation Deed;
 - (ii) any instrument to waive any cooling off period applicable as a result of the novation; and
 - (iii) any other document to give effect to a novation or assignment;
 - (b) in relation to Body Corporate matters:
 - (i) to appoint or revoke the appointment of a voter for a general meeting of the Body Corporate within the meaning of 'voter' for a general meeting of the Body Corporate under the Regulation Module and to give all necessary notifications of the appointment or revocation to the Body Corporate so that the details of the appointment or revocation may be entered into the Body Corporate roll;
 - (ii) to request that a meeting of the Body Corporate be held and to attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or the Committee, to the exclusion of the Buyer if present; and
 - (iii) to complete, sign and lodge any voting paper or any other document (including a proxy, appointment form, notice asking for an extraordinary general meeting corporate owner nominee notification form or other representative notification form and any other notice under the Regulation Module) to allow the Seller to call for any meeting or to attend at or vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee,
in respect of any motion or resolution for or relating to any one or more of the matters or things set out below:
 - (A) the engagement of a body corporate manager, service contractor or authorisation of a letting agent on terms determined by the Seller;
 - (B) authorising or ratifying the entry by the Body Corporate into the Body Corporate Agreements on terms generally the same as those terms contained in these Disclosure Documents, as varied in accordance with section 214 of the BCCM Act;
 - (C) authorising the consent to a new community management statement to vary or omit a by-law or adopt new by-laws (including exclusive use by-laws);
 - (D) authorising a grant or allocation of exclusive use, special rights or other right over any of the Common Property, Body Corporate asset or the Parcel (including the allocation of parking spaces and storage spaces by exclusive use or special rights by-law to owners or occupiers of lots in the Scheme);
 - (E) authorising or ratifying a reconfiguration, transfer, lease, easement, licence, surrender or variation of any dealing involving the Common Property or Body Corporate asset;

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WEST END

- (F) authorising the making of improvements to Common Property and Body Corporate assets including improvements to Common Property or assets that may benefit only some of the owners and/or occupiers;
 - (G) authorising the making of improvements or alterations to a lot in the Scheme if Body Corporate approval is required;
 - (H) authorising the entry by the Body Corporate into agreements with body corporates of other community titles schemes for the sharing of facilities;
 - (I) granting of an occupation authority under the Regulation Module in favour of any service contractor and/or letting agent for the Scheme;
 - (J) adopting a resolution to acquire or lease personal property that is required to facilitate the effective operation of the Body Corporate and the facilities provided for the use of owners and occupiers of the Scheme;
 - (K) the election of executive and ordinary members of the Committee;
 - (L) authorising any new community management statement to give effect to the development of the Scheme Land as set out in Schedule B of the proposed community management statement for the Scheme or as varied in accordance with section 214 of the BCCM Act or as set out in the Sale Contract or Disclosure Documents and all modifications, alterations or adjustments (including adjustment of the Lot Entitlements and the creation of additional Common Property);
 - (M) to authorise, ratify or give effect to anything disclosed to the Buyer in the Sale Contract or these Disclosure Documents;
 - (N) authorising the signing of any Titles Queensland documentation or similar documentation whether the documentation is pursuant to the *Land Title Act 1994* or some other statute or regulation to give effect to any authorisation, grant, allocation, easement, lease, surrender, transfer, reconfiguration etc of the Body Corporate;
 - (O) authorising a variation to any of the Body Corporate Agreements; and
 - (P) prohibiting or restricting the use of any voting paper (or any other document including a proxy) by the Seller; and
- (c) in relation to other matters, to complete, sign and lodge any instrument of consent or support to any application for:
- (i) approval for the further carrying out of the development of the Development or any part of it; or
 - (ii) any licences or approvals required by another owner or occupier of a lot included in the Development for the conduct of a business within or from their lot including in relation to liquor licensing approvals.
4. The Power of Attorney may be exercised by an Attorney:
- (a) in the Attorney's total discretion;
 - (b) to the exclusion of the Buyer;
 - (c) even if the Seller obtains a benefit for itself or a third party from doing so;
 - (d) even if the exercise involves a conflict of interest or duty; and
 - (e) even if the Attorney has a personal interest in doing so.
5. The Power of Attorney commences on the Contract Date and expires on the latest date permitted under section 219(3) of the BCCM Act and not sooner than that date.
6. The Sale Contract provides that while the Power of Attorney remains in effect, the Buyer must not transfer or assign the Lot except to a transferee or assignee who has first given a power of attorney in favour of the Seller and its directors, if a company, on the same terms as the Power of

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WEST END

Attorney. If the Buyer does not comply with that provision, the Buyer indemnifies the Seller against all loss and damage incurred by the Seller as a result.

7. For the purposes of the grant of the Power of Attorney, the Seller includes any assignee of the Seller.

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Section 408 Environmental Protection Act 1994 (Section 408 Disclosure)

In accordance with section 408 of the Environmental Protection Act 1994, the Seller gives written notice to the Buyer that the particulars of the land (which is described as Lot 1 on RP128787) are recorded on the EMR.

The site has been subject to the following Notifiable Activity or Hazardous Contaminant.

CHEMICAL STORAGE - (other than petroleum products or oil under item 29) - storing more than 10 t of chemicals (other than compressed or liquefied gases) that are dangerous goods under the dangerous goods code.

In this Section 408 Disclosure:

The particulars and details **attached** form part of the disclosure and prevail to the extent of any inconsistencies (including inconsistencies in the description of the land).

EMR means the environmental management register kept by the administering authority under the *Environmental Protection Act 1994* (Qld).

Site Management Plan means a site management plan under Chapter 7, Part 8 of the *Environmental Protection 1994* (Qld).

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WEST END



Department of Environment, Science and Innovation (DESI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE ENVIRONMENTAL MANAGEMENT REGISTER (EMR) CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51001050 EMR Site Id: 289 28 March 2025
Client Reference:
Cheque Number:

This response relates to a search request received for the site:
Lot: 1 Plan: RP128787

EMR RESULT

The above site IS included on the Environmental Management Register.

Lot: 1 Plan: RP128787
Address: 117 VICTORIA STREET
WEST END 4101

The site has been subject to the following Notifiable Activity or Hazardous Contaminant.
CHEMICAL STORAGE - (other than petroleum products or oil under item 29) - storing more than 10 t of chemicals (other than compressed or liquefied gases) that are dangerous goods under the dangerous goods code.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.

The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DESI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DESI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@des.qld.gov.au

Administering Authority

Identification Plan

Buyer 1 - initial

Buyer 2 - initial

SAMPLE FOR REFERENCE
ONLY 06.08.2025

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WEST END

PROPERTY DESCRIPTION

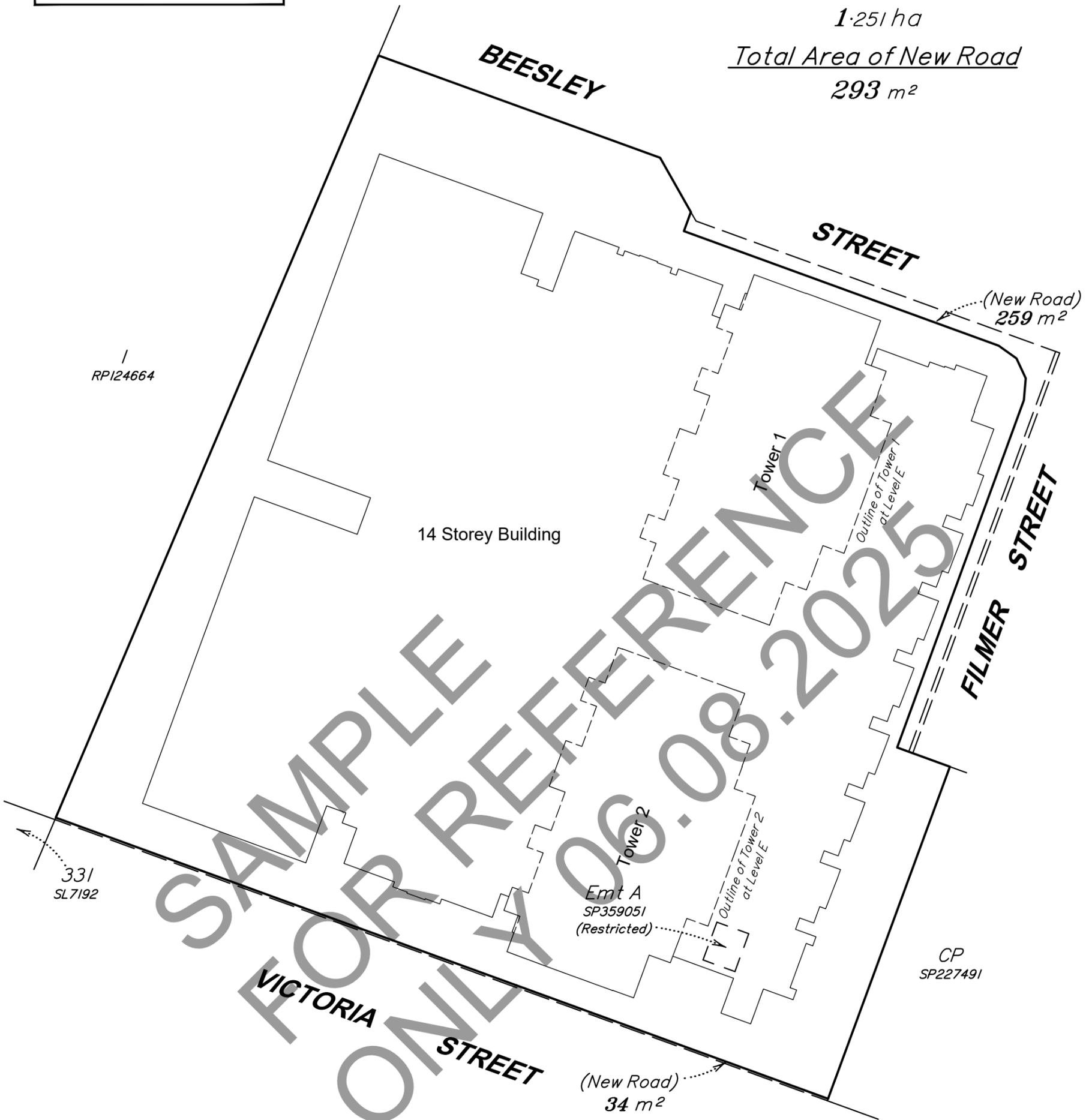
Lot 1 on RP128787
117 Victoria Street, West End

Area of Base Parcel

1.251 ha

Total Area of New Road

293 m²

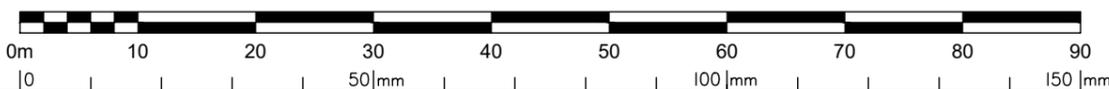


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Scale 1:600



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Disclosure Plan of Lots 1-32, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1107, 1111-1115, 1121-1125, 2031-2037, 2041-2047, 2051-2057, 2061-2067, 2071-2077, 2081-2087, 2091-2097, 2101-2107, 2111-2115, 2121-2125 and Common Property

Cancelling Lot 1 on RP128787 and Lot 1 on RP127566
LOCAL GOVERNMENT: **BRISBANE CITY COUNCIL**
LOCALITY: **WEST END**

Meridian: IS323563

Survey Records: No

Scale: **1:600**

Format: **BUILDING**

DRAFT SP355771

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

(Dealing No.)

4. Lodged by

(Include address, phone number, reference, and Lodger Code)

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests

REVISION TABLE

ISSUE	REVISION DETAILS	DATE
A	Original Issue	04/07/2025
B	Easement A Added	08/07/2025

SHEET 21B
 INTENTIONALLY
 SAMPLED FOR REFERENCE
 FOR BLANK ONLY
 2025

6. Building Format Plans only.
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;
~~* Part of the building shown on this plan encroaches onto adjoining * lots and road~~
.....
Cadastral Surveyor / Director * Date
*delete words not required

7. Lodgement Fees :

Survey Deposit	\$	.....
Lodgement	\$	.....
.....New Titles	\$	.....
Photocopy	\$	.....
Postage	\$	.....
TOTAL	\$	.....

Lots	Orig
------	------

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : 200246

5. Passed & Endorsed :

By: B.B.H. PTY LTD ACN 010 427 531
Date :
Signed :
Designation : Cadastral Surveyor

8. Insert Plan Number
DRAFT SP355771

LEVEL B

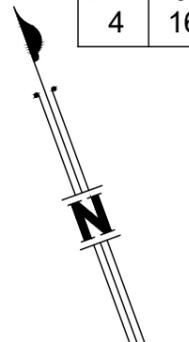
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Scale 1:400

RIVARA

WEST END

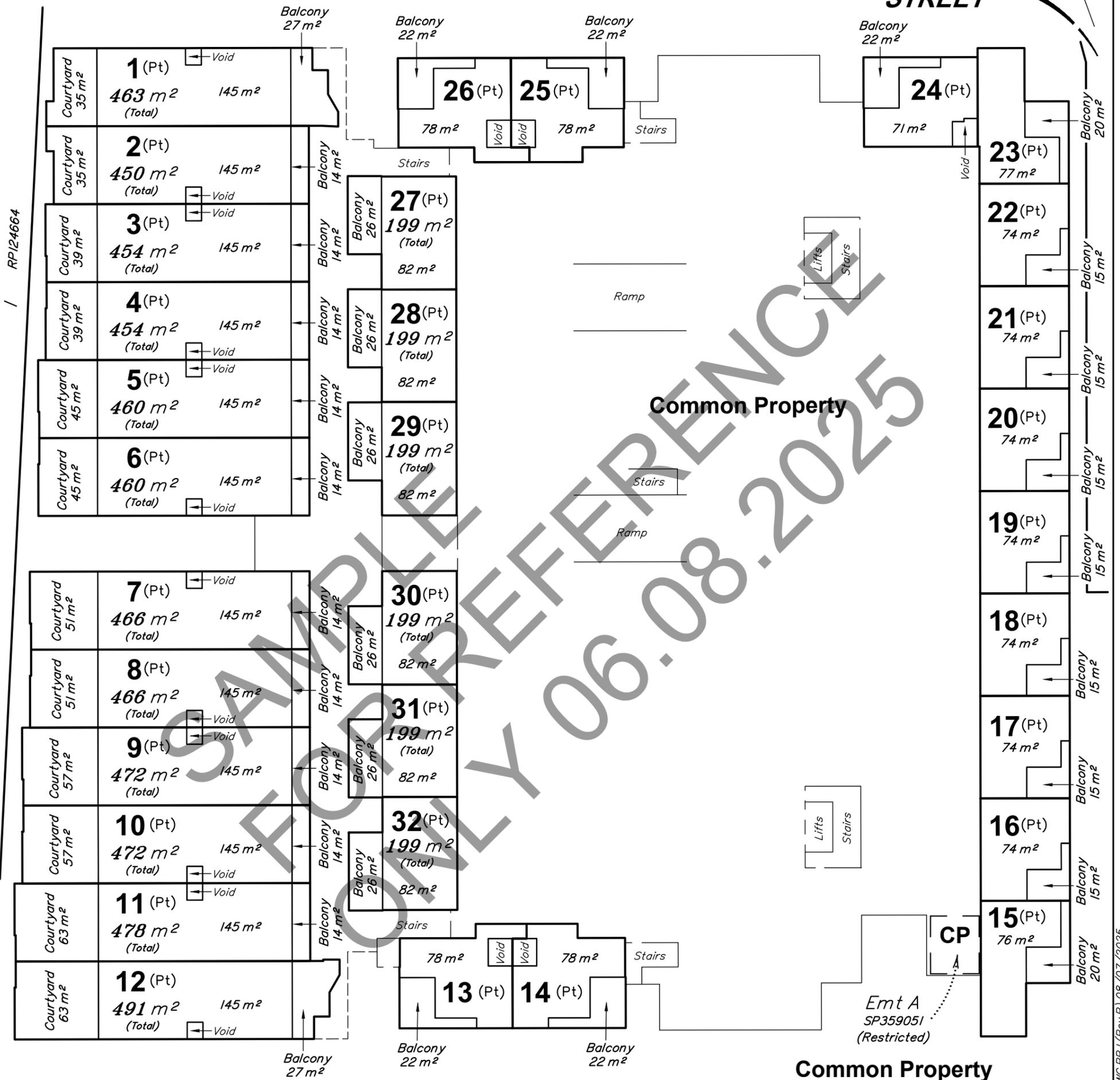
PROPERTY DESCRIPTION

Lot 1 on RP128787
117 Victoria Street, West End



Common Property

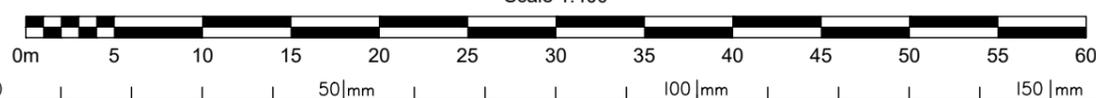
FILMER STREET



NOTE!

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Scale 1:400



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Insert Plan Number **DRAFT SP355771**

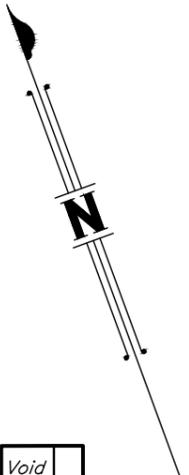
Bennett + Bennett 200246_002_CON.DWG.BRJ (Rev B) 08/07/2025

LEVEL C
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Scale 1:400

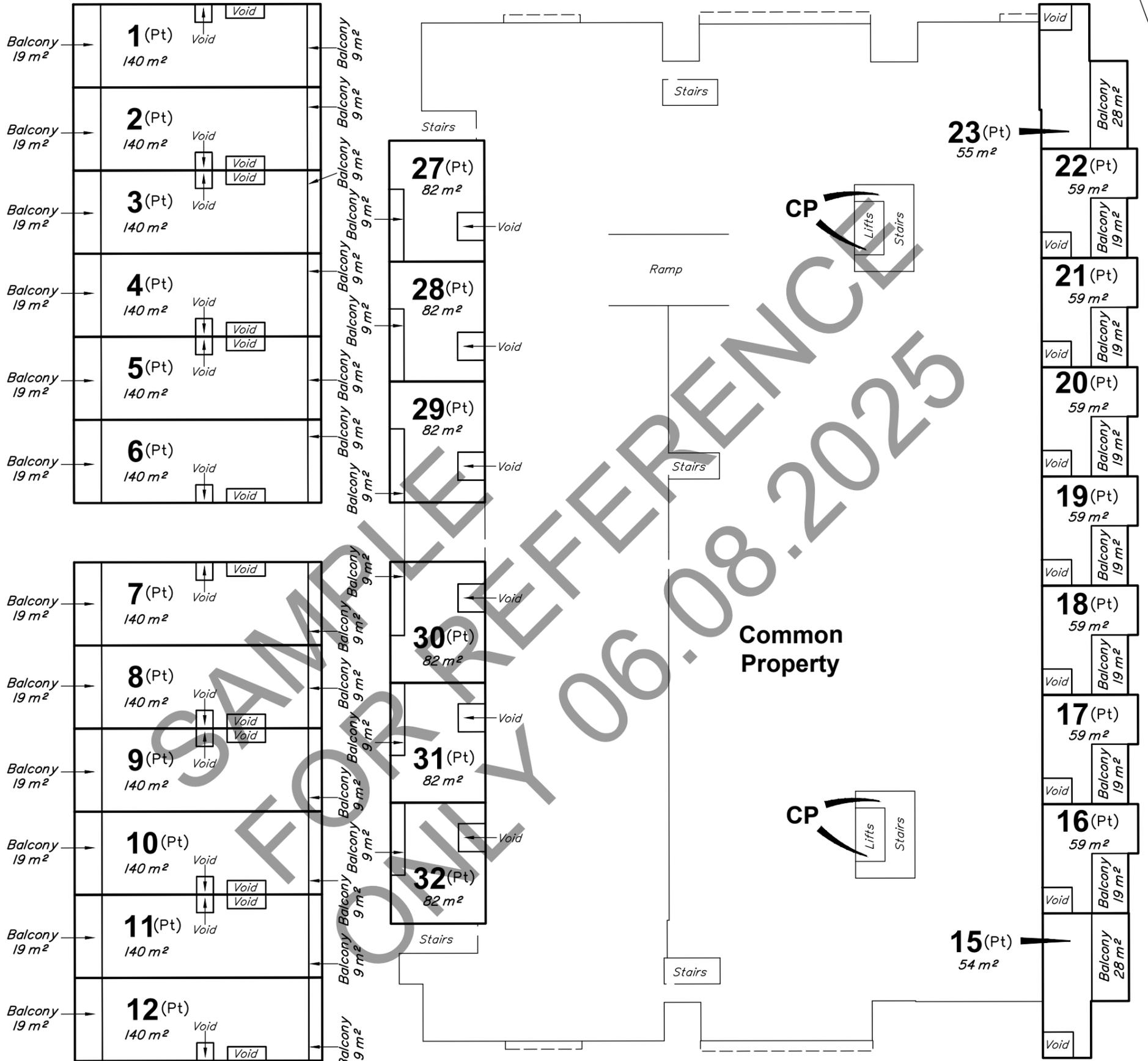
RIVARA
WEST END

PROPERTY DESCRIPTION

Lot 1 on RP128787
117 Victoria Street, West End



Common Property

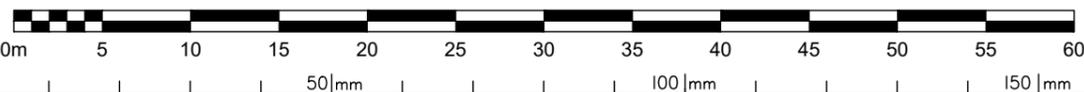


--- Denotes Line of Level Below

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LEVEL E

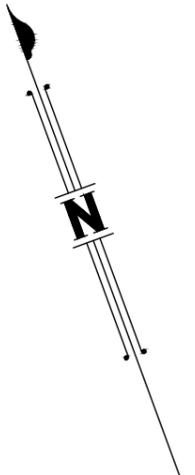
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RIVARA

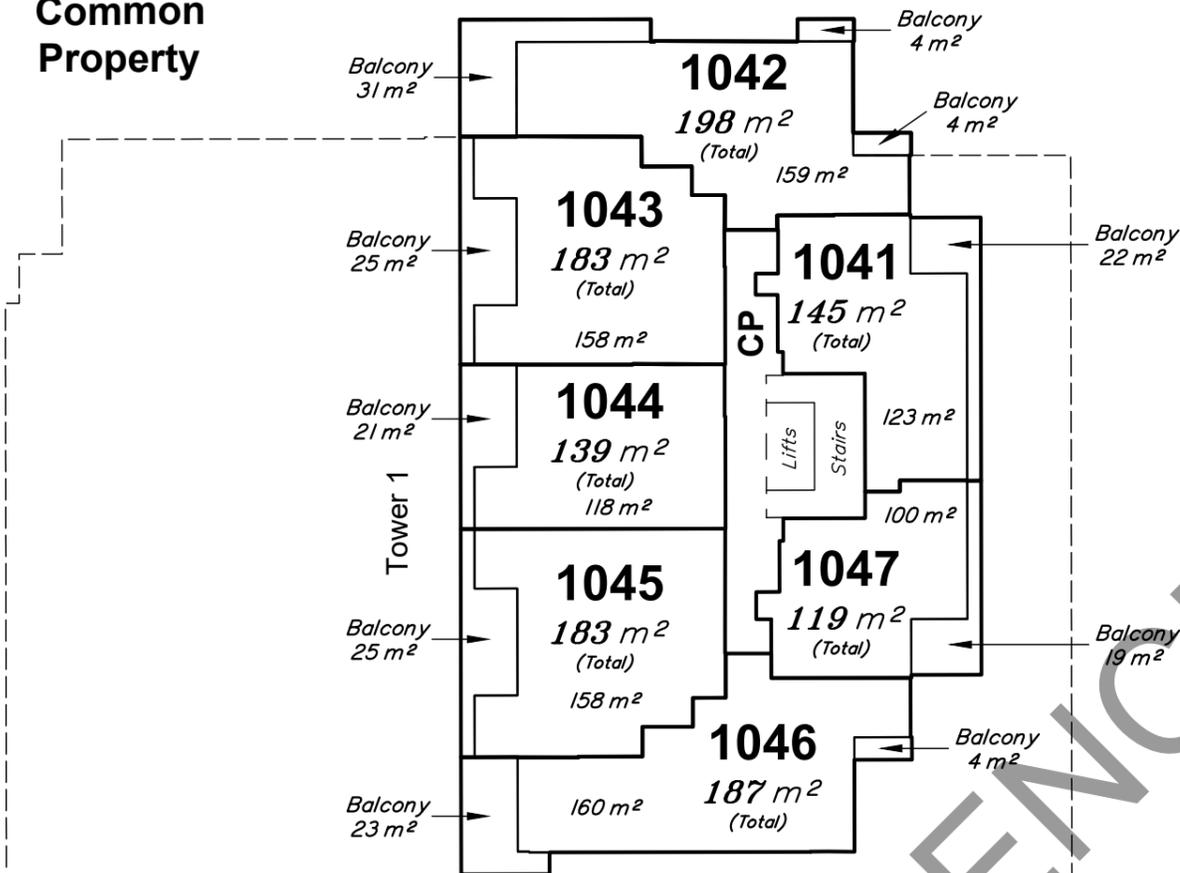
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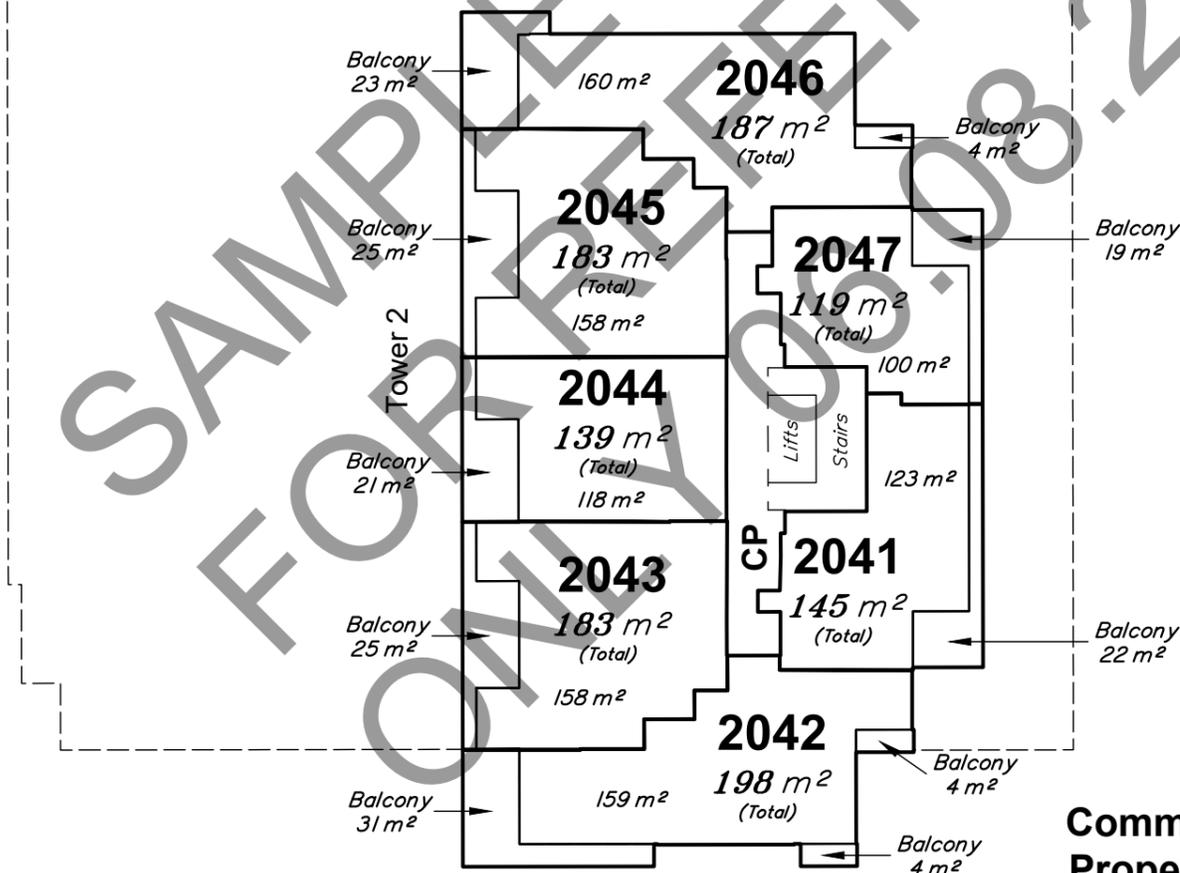
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

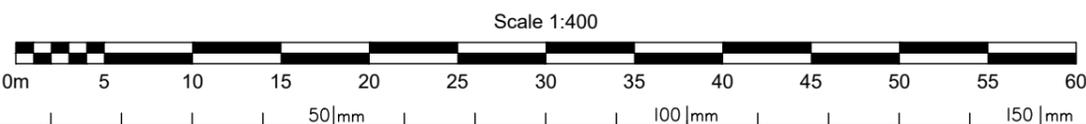
--- Denotes Line of Level Below

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LEVEL F

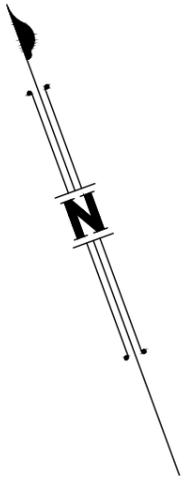
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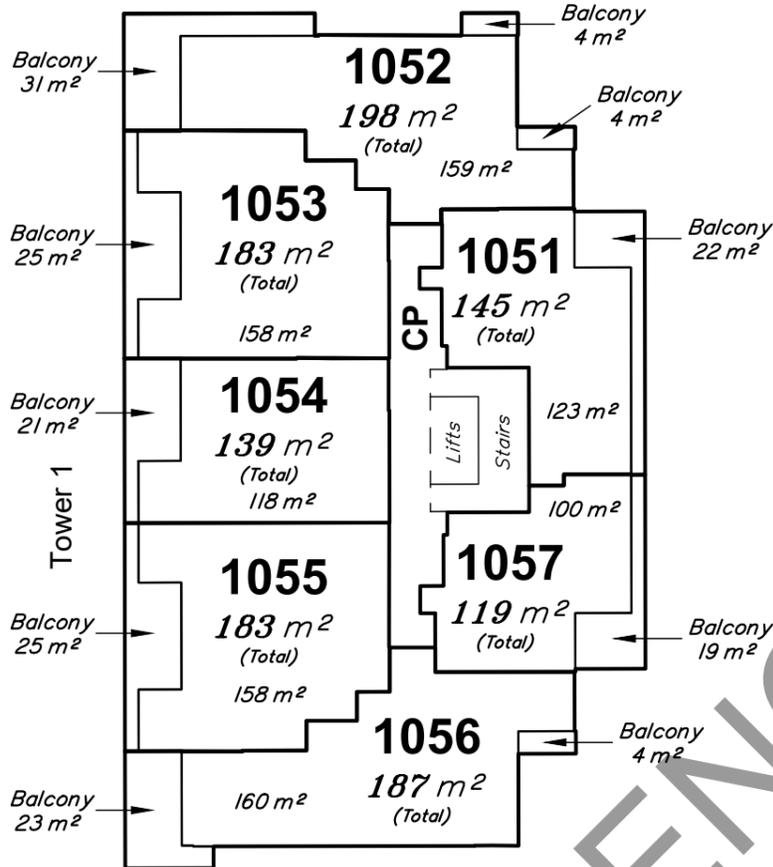
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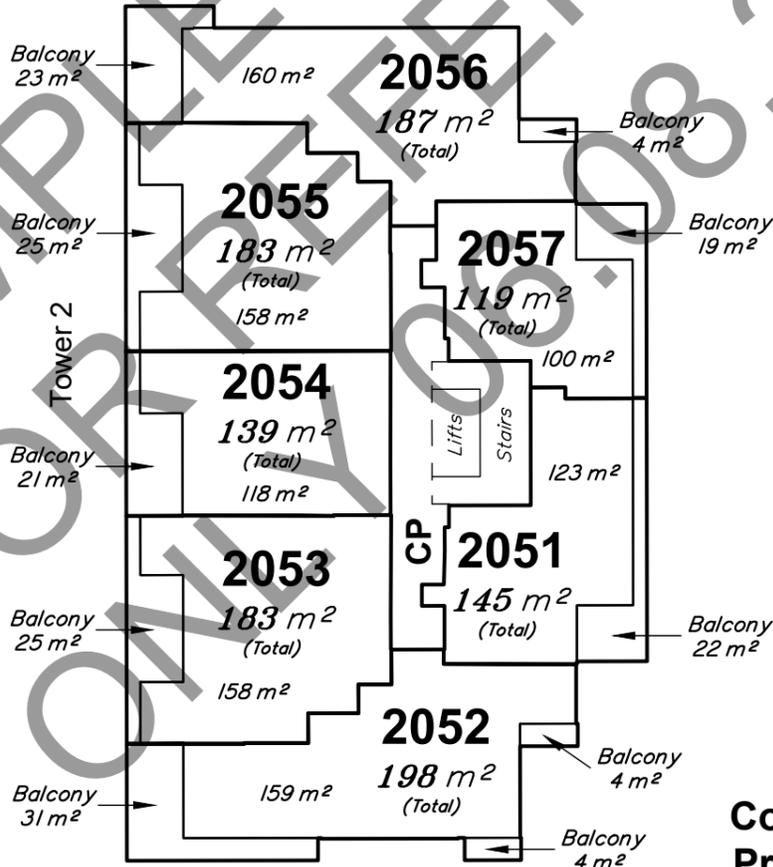
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

NOTE!

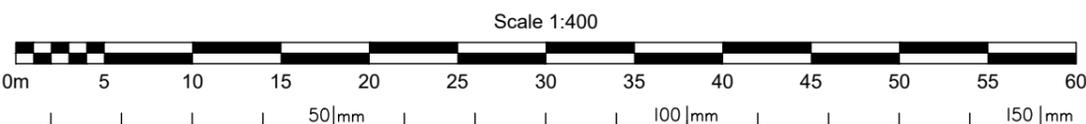
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LEVEL G

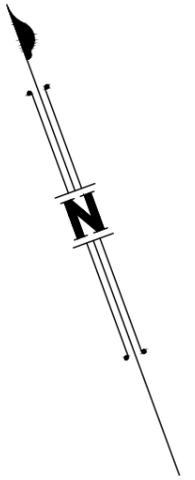
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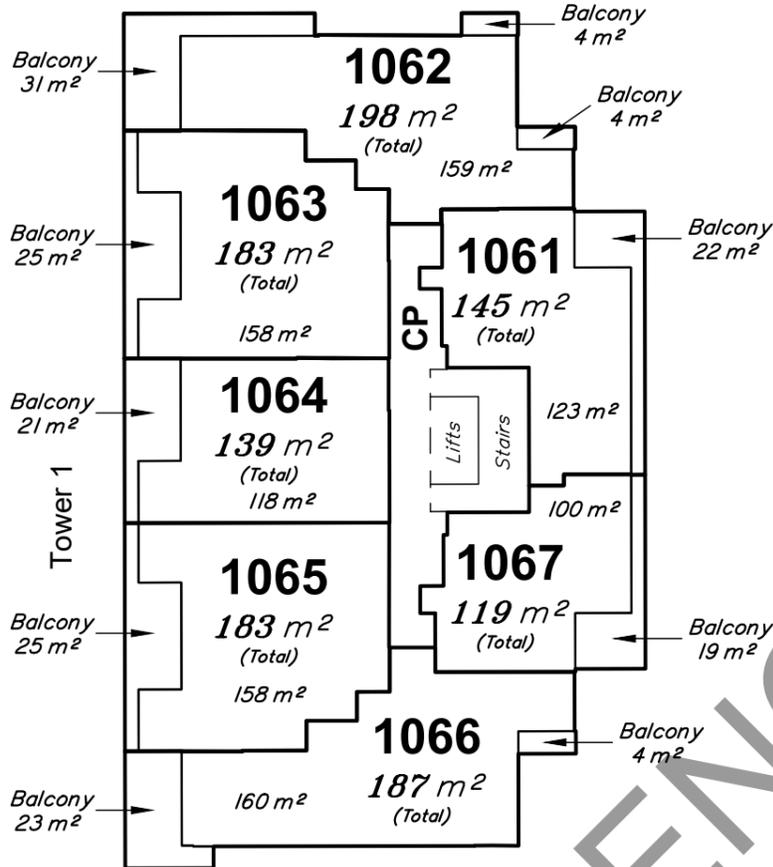
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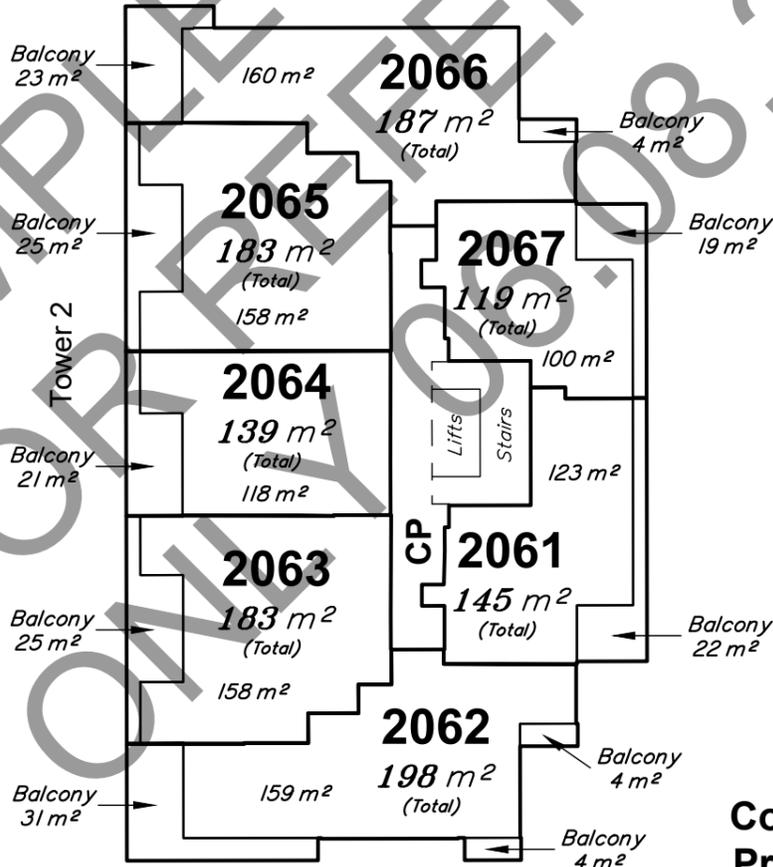
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

NOTE!

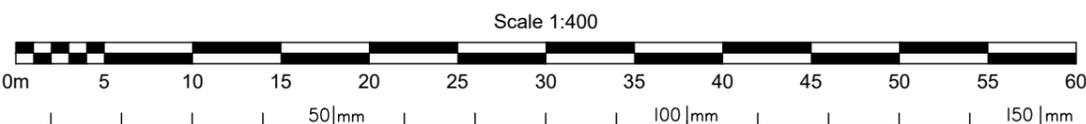
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LEVEL H

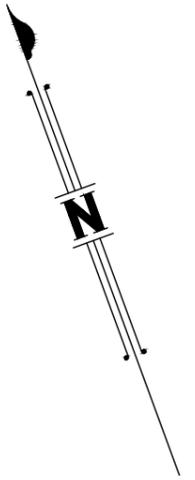
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RIVARA

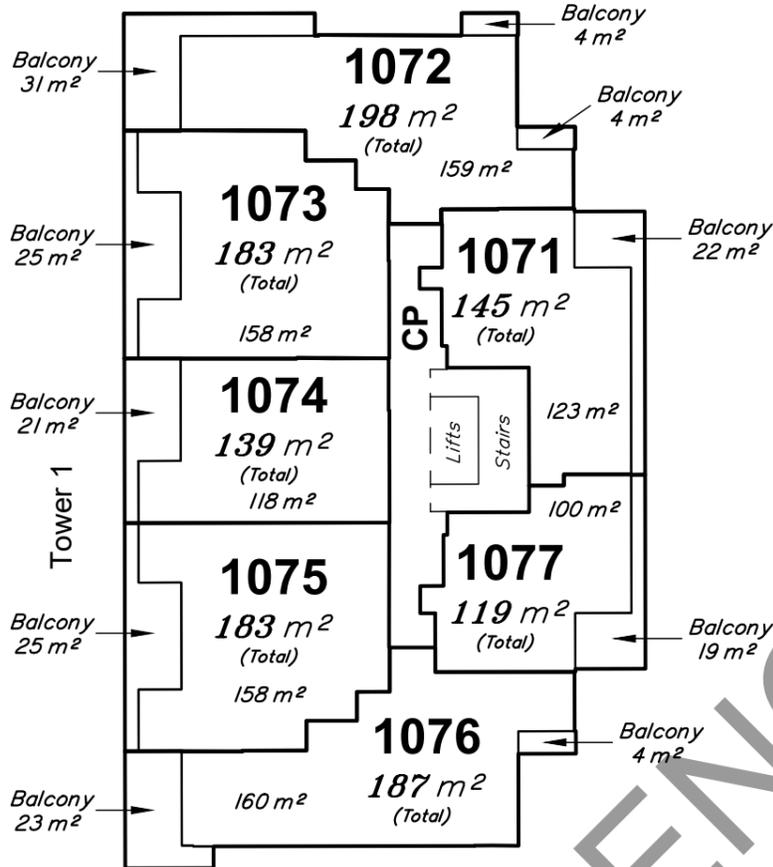
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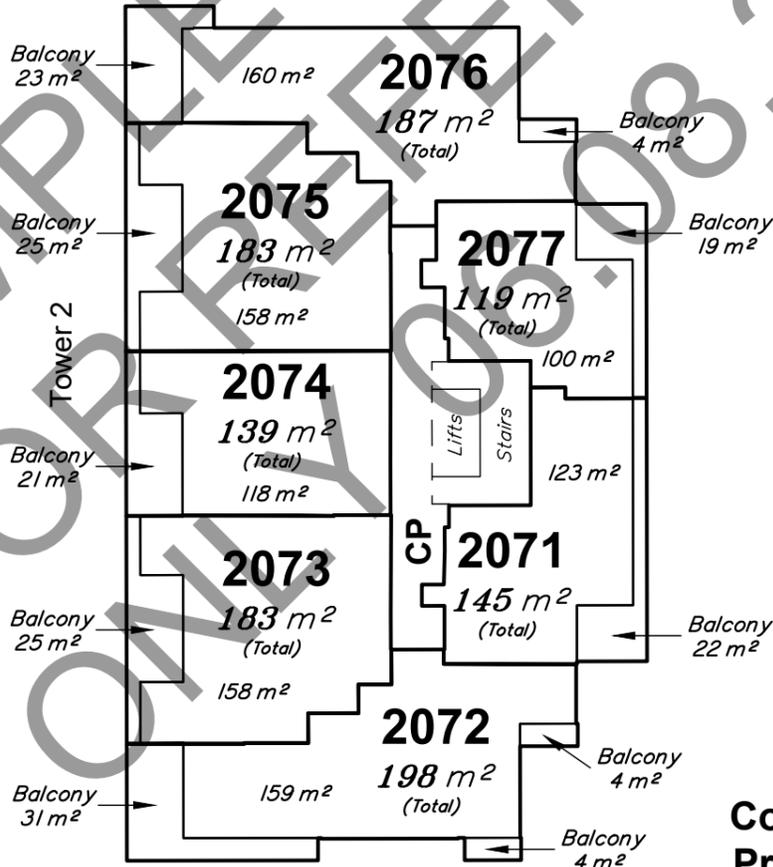
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

NOTE!

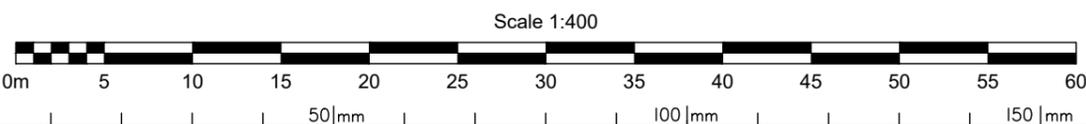
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LEVEL I

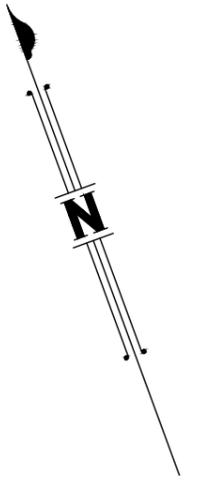
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RIVARA

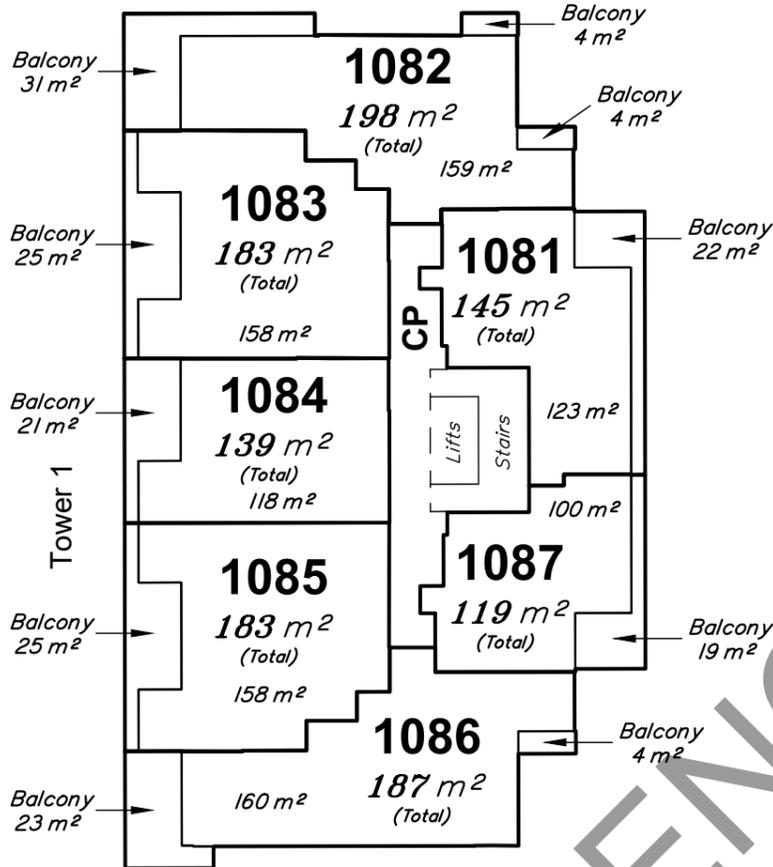
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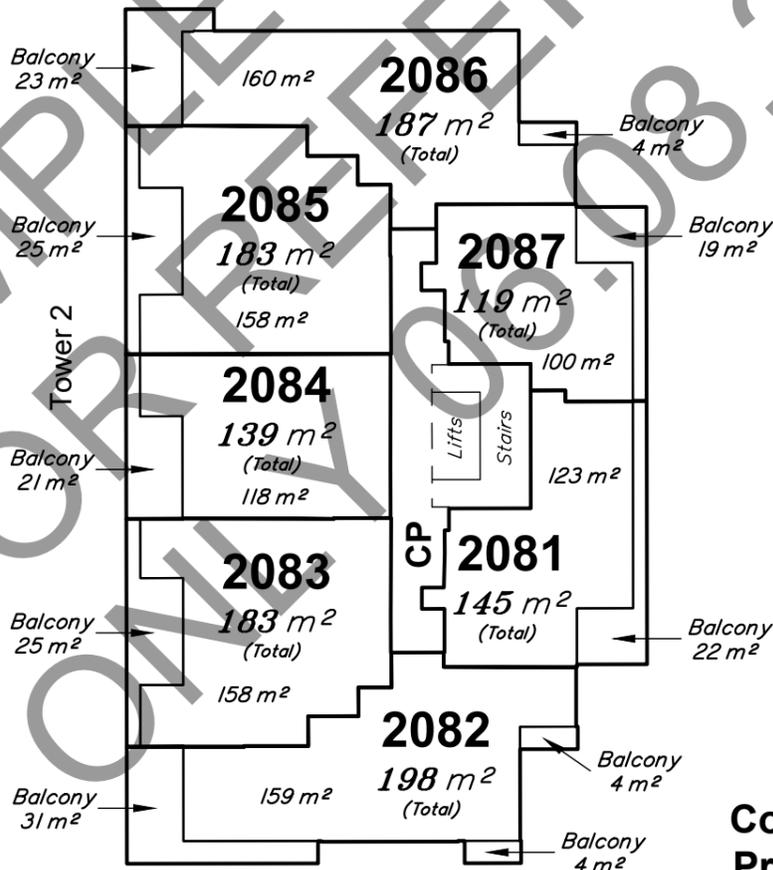
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

NOTE!

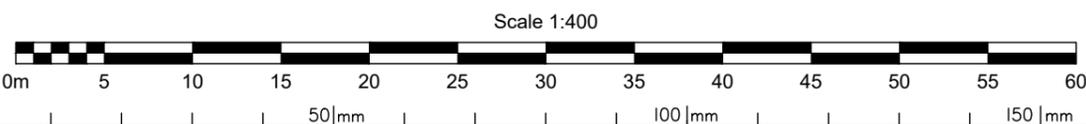
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LEVEL J

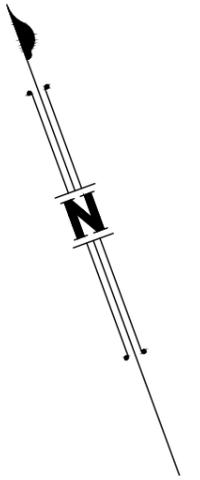
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RIVARA

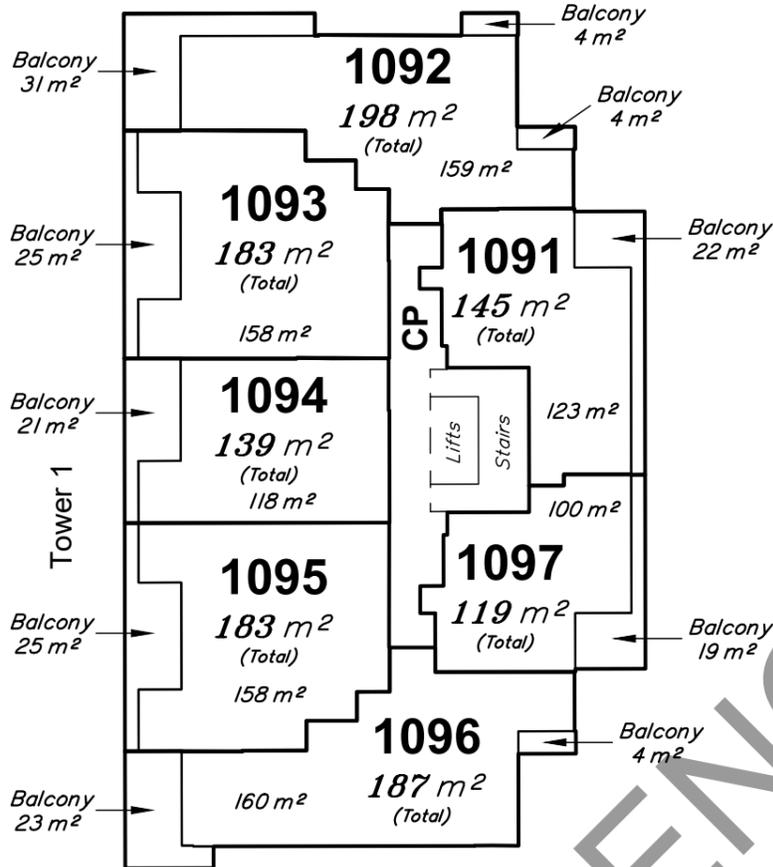
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PROPERTY DESCRIPTION

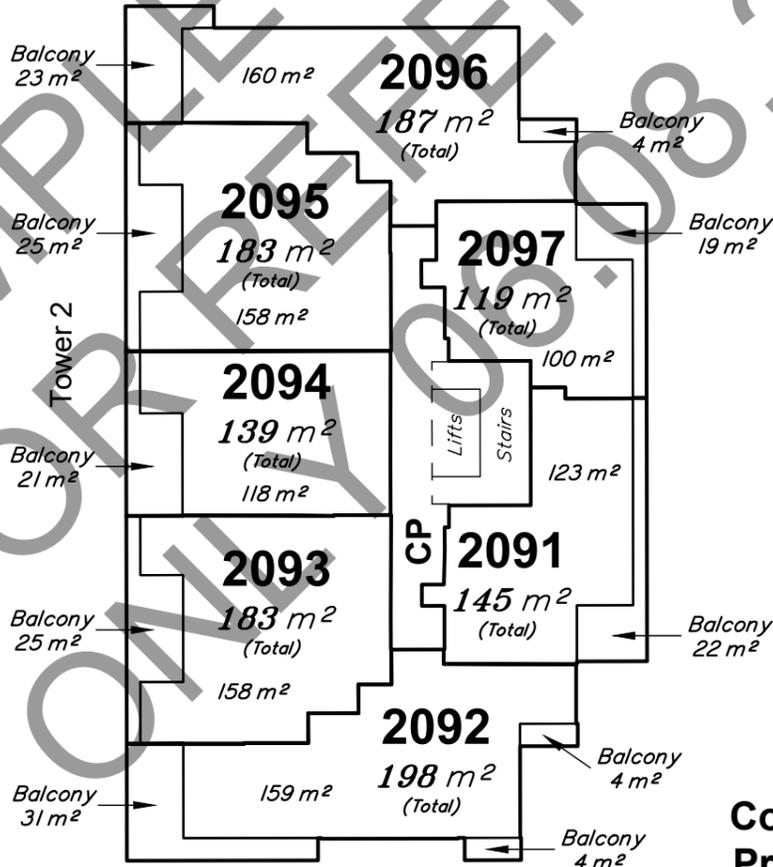
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

NOTE!

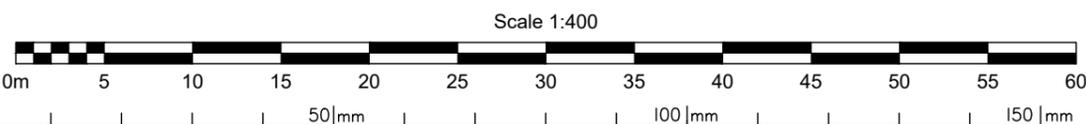
This is a disclosure plan (building format) and the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This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

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Insert Plan Number **DRAFT SP355771**

LEVEL K

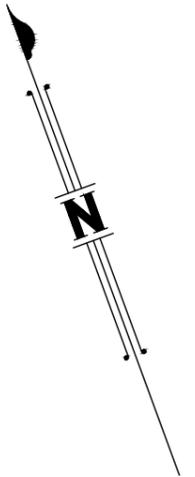
(Level 10)
Scale 1:400

RIVARA

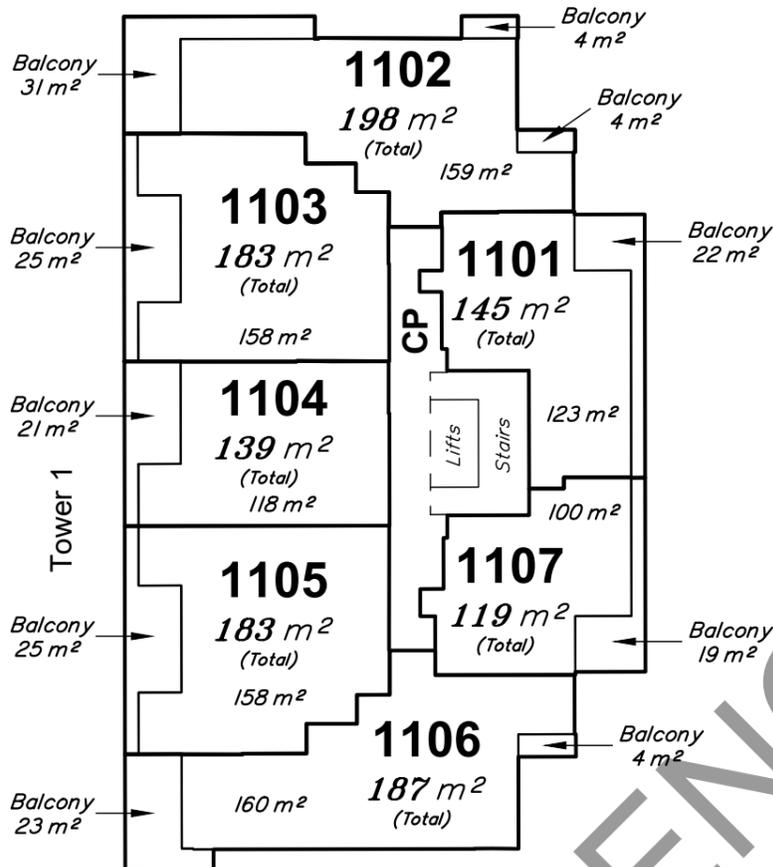
WEST END

PROPERTY DESCRIPTION

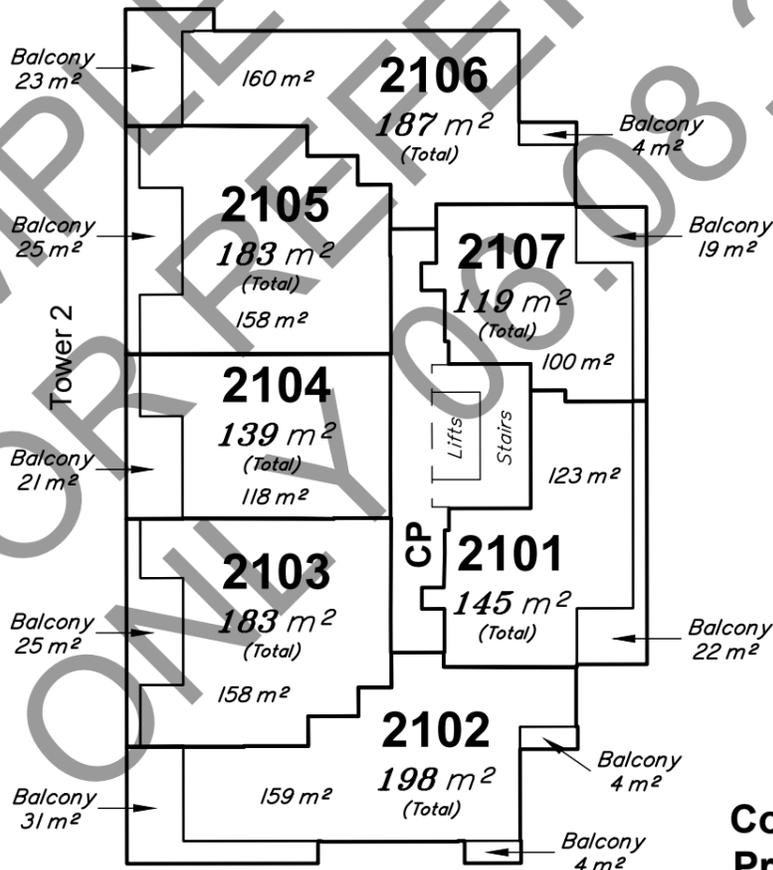
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

NOTE!

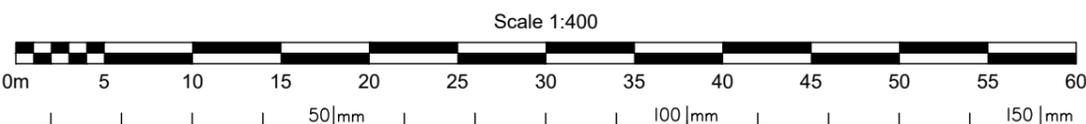
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LEVEL L

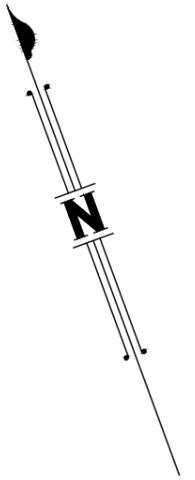
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Scale 1:400

RIVARA

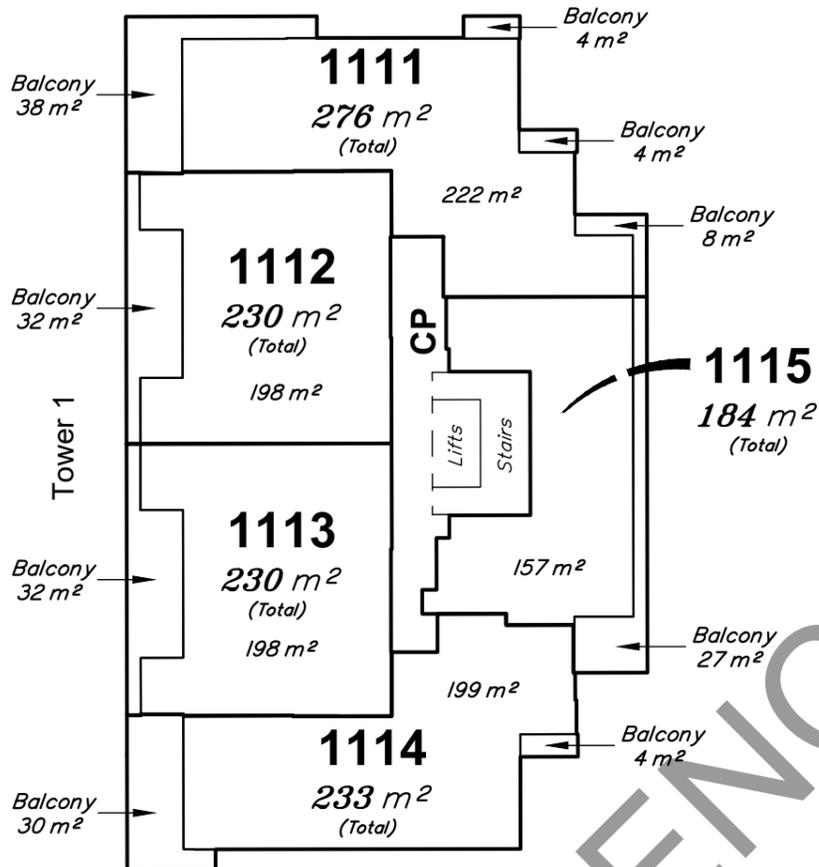
WEST END

PROPERTY DESCRIPTION

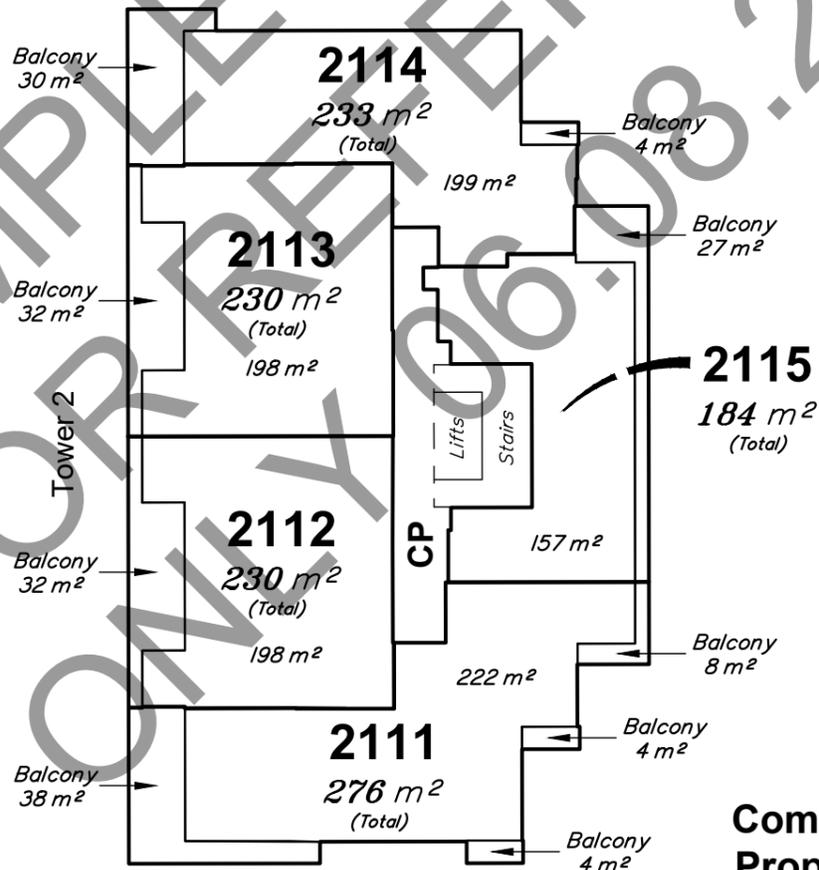
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



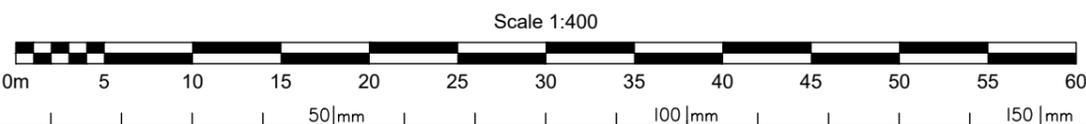
Common Property

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Bennett + Bennett 200246_002_CON.DWG BRJ (Rev B) 08/07/2025

LEVEL M

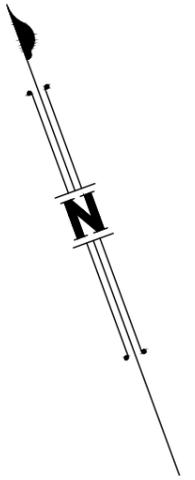
(Level 12)
Scale 1:400

RIVARA

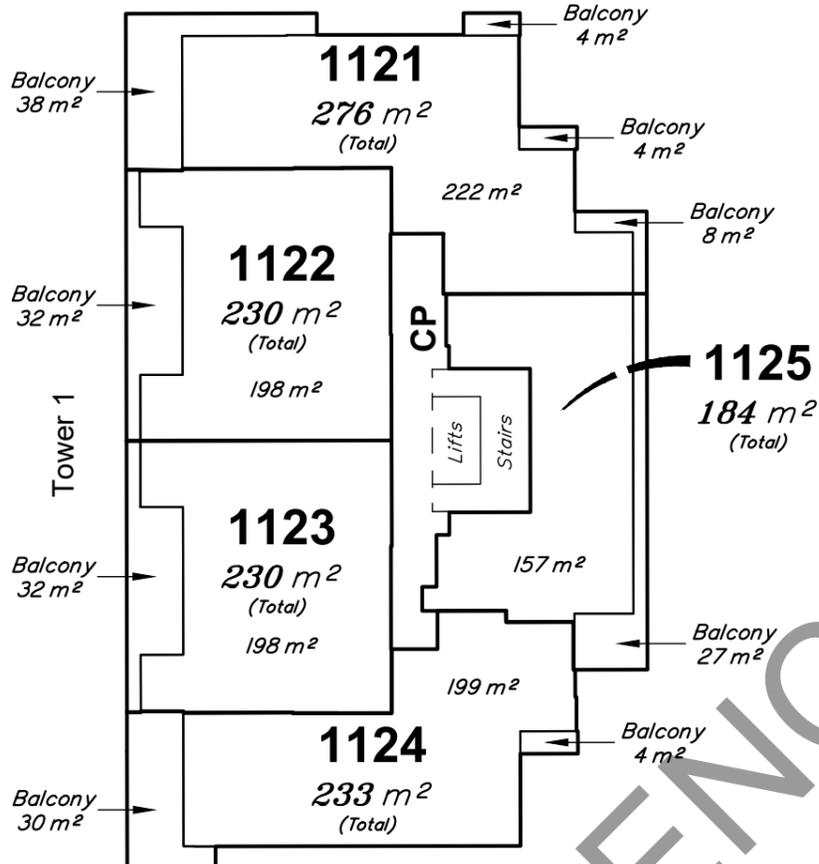
WEST END

PROPERTY DESCRIPTION

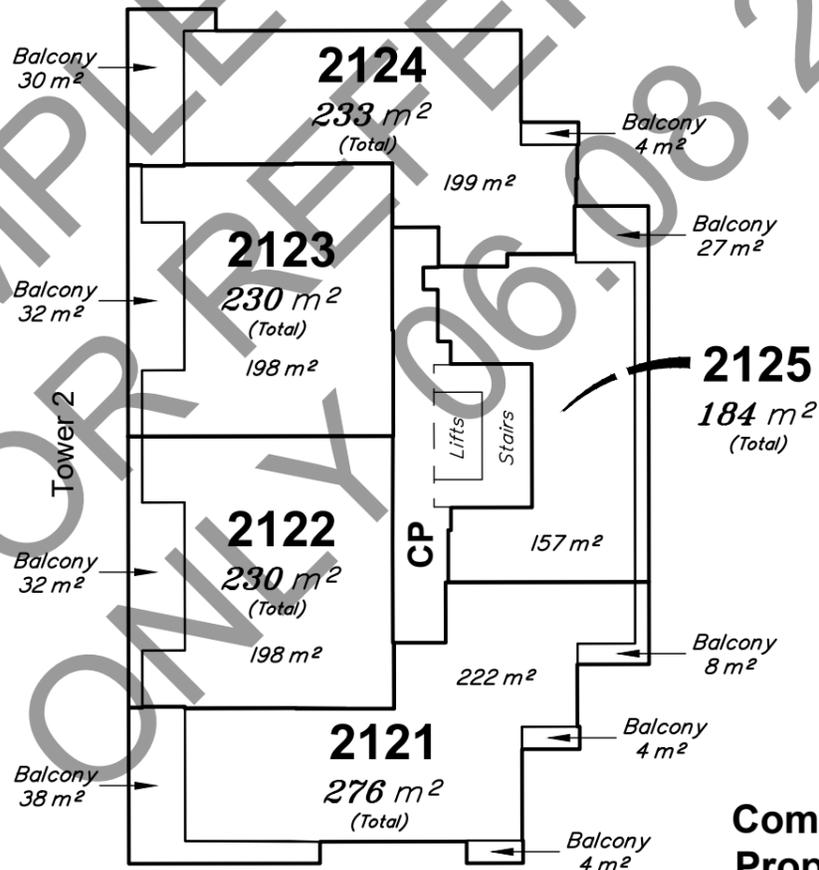
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

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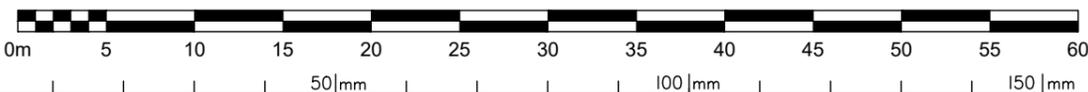
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Scale 1:400



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LEVEL N

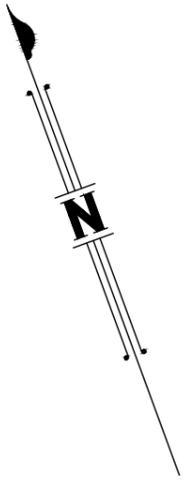
(Roof Level)
Scale 1:400

RIVARA

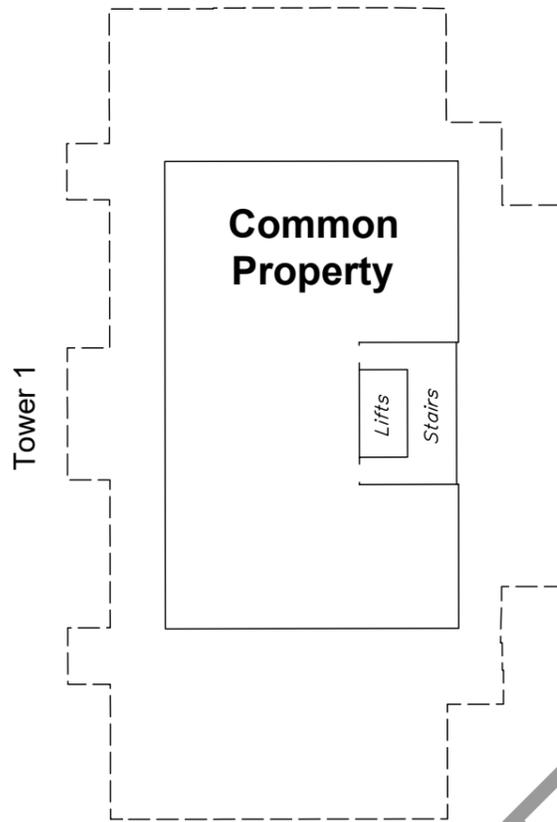
WEST END

PROPERTY DESCRIPTION

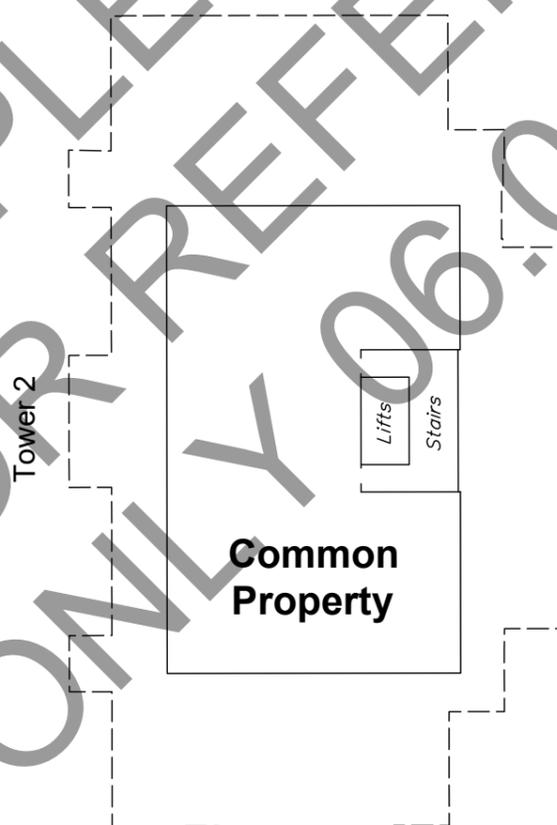
Lot 1 on RP128787
117 Victoria Street, West End



Common Property



Common Property



Common Property

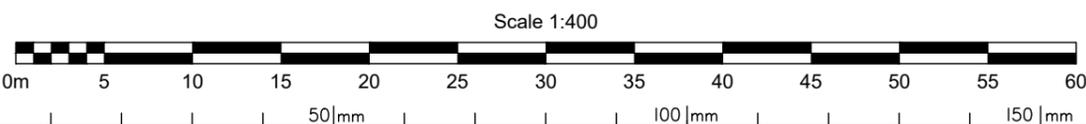
--- Denotes Line of Level Below

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Insert Plan Number **DRAFT SP355771**

SAMPLE REFERENCE
FOR ONLY 06.08.2025

Schedule of proposed contributions

Buyer 1 - initial

Buyer 2 - initial

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Body Corporate

for

Rivara

Schedule of Lot Entitlements and Annual Contributions for the first twelve month period

All amounts include GST

Lot Number	Interest Lot Entitlement	Contribution Lot Entitlement	Management / Caretakers Fee*	Body Corp Management Fee*	Stormwater Management Fee*	Parcel Locker Fee*	QLD Fire Fee*	Total Annual Admin. Fund Levy (exc. Insurance)	Total Annual Sinking Fund Levy	Total Annual Contributions by CSLE (exc. Insurance)	Total Annual Contributions by ISLE (Insurance)	Total Annual Contributions (Inc. Insurance)	Weekly Levy Contribution (Inc. Insurance)
1	6754	1224	\$ 2,318.90	\$ 408.15	\$ 171.17	\$ 34.32	\$ 31.40	\$ 6,151.72	\$ 1,537.93	\$ 7,689.65	\$ 3,275.84	\$ 10,965.49	\$ 210.88
2	6600	1208	\$ 2,288.59	\$ 402.82	\$ 168.93	\$ 33.87	\$ 30.99	\$ 6,071.31	\$ 1,517.83	\$ 7,589.14	\$ 3,201.14	\$ 10,790.28	\$ 207.51
3	6655	1213	\$ 2,298.06	\$ 404.49	\$ 169.63	\$ 34.01	\$ 31.12	\$ 6,096.44	\$ 1,524.11	\$ 7,620.55	\$ 3,227.82	\$ 10,848.37	\$ 208.63
4	6655	1213	\$ 2,298.06	\$ 404.49	\$ 169.63	\$ 34.01	\$ 31.12	\$ 6,096.44	\$ 1,524.11	\$ 7,620.55	\$ 3,227.82	\$ 10,848.37	\$ 208.63
5	6710	1220	\$ 2,311.32	\$ 406.82	\$ 170.61	\$ 34.20	\$ 31.30	\$ 6,131.62	\$ 1,532.91	\$ 7,664.53	\$ 3,254.49	\$ 10,919.02	\$ 209.99
6	6798	1220	\$ 2,311.32	\$ 406.82	\$ 170.61	\$ 34.20	\$ 31.30	\$ 6,131.62	\$ 1,532.91	\$ 7,664.53	\$ 3,297.18	\$ 10,961.71	\$ 210.81
7	6952	1227	\$ 2,324.58	\$ 409.15	\$ 171.59	\$ 34.40	\$ 31.48	\$ 6,166.80	\$ 1,541.70	\$ 7,708.50	\$ 3,371.87	\$ 11,080.37	\$ 213.09
8	6842	1227	\$ 2,324.58	\$ 409.15	\$ 171.59	\$ 34.40	\$ 31.48	\$ 6,166.80	\$ 1,541.70	\$ 7,708.50	\$ 3,318.52	\$ 11,027.02	\$ 212.06
9	6897	1234	\$ 2,337.85	\$ 411.49	\$ 172.57	\$ 34.60	\$ 31.66	\$ 6,201.98	\$ 1,550.50	\$ 7,752.48	\$ 3,345.19	\$ 11,097.67	\$ 213.42
10	6897	1234	\$ 2,337.85	\$ 411.49	\$ 172.57	\$ 34.60	\$ 31.66	\$ 6,201.98	\$ 1,550.50	\$ 7,752.48	\$ 3,345.19	\$ 11,097.67	\$ 213.42
11	7007	1242	\$ 2,353.00	\$ 414.16	\$ 173.69	\$ 34.82	\$ 31.86	\$ 6,242.19	\$ 1,560.55	\$ 7,802.74	\$ 3,398.55	\$ 11,201.29	\$ 215.41
12	7095	1257	\$ 2,381.42	\$ 419.16	\$ 175.79	\$ 35.24	\$ 32.25	\$ 6,317.58	\$ 1,579.40	\$ 7,896.98	\$ 3,441.23	\$ 11,338.21	\$ 218.05
13	2695	886	\$ 1,678.55	\$ 295.45	\$ 123.90	\$ 24.84	\$ 22.73	\$ 4,452.97	\$ 1,113.25	\$ 5,566.22	\$ 1,307.13	\$ 6,873.35	\$ 132.18
14	2695	886	\$ 1,678.55	\$ 295.45	\$ 123.90	\$ 24.84	\$ 22.73	\$ 4,452.97	\$ 1,113.25	\$ 5,566.22	\$ 1,307.13	\$ 6,873.35	\$ 132.18
15	2750	977	\$ 1,850.95	\$ 325.79	\$ 136.63	\$ 27.39	\$ 25.06	\$ 4,910.32	\$ 1,227.58	\$ 6,137.90	\$ 1,333.81	\$ 7,471.71	\$ 143.69
16	2750	951	\$ 1,801.70	\$ 317.12	\$ 132.99	\$ 26.66	\$ 24.40	\$ 4,779.65	\$ 1,194.92	\$ 5,974.57	\$ 1,333.81	\$ 7,308.38	\$ 140.55
17	2695	951	\$ 1,801.70	\$ 317.12	\$ 132.99	\$ 26.66	\$ 24.40	\$ 4,779.65	\$ 1,194.92	\$ 5,974.57	\$ 1,307.13	\$ 7,281.70	\$ 140.04
18	2695	951	\$ 1,801.70	\$ 317.12	\$ 132.99	\$ 26.66	\$ 24.40	\$ 4,779.65	\$ 1,194.92	\$ 5,974.57	\$ 1,307.13	\$ 7,281.70	\$ 140.04
19	2970	951	\$ 1,801.70	\$ 317.12	\$ 132.99	\$ 26.66	\$ 24.40	\$ 4,779.65	\$ 1,194.92	\$ 5,974.57	\$ 1,440.51	\$ 7,415.08	\$ 142.60
20	2860	951	\$ 1,801.70	\$ 317.12	\$ 132.99	\$ 26.66	\$ 24.40	\$ 4,779.65	\$ 1,194.92	\$ 5,974.57	\$ 1,387.16	\$ 7,361.73	\$ 141.58
21	2860	951	\$ 1,801.70	\$ 317.12	\$ 132.99	\$ 26.66	\$ 24.40	\$ 4,779.65	\$ 1,194.92	\$ 5,974.57	\$ 1,387.16	\$ 7,361.73	\$ 141.58
22	2970	951	\$ 1,801.70	\$ 317.12	\$ 132.99	\$ 26.66	\$ 24.40	\$ 4,779.65	\$ 1,194.92	\$ 5,974.57	\$ 1,440.51	\$ 7,415.08	\$ 142.60
23	2860	981	\$ 1,858.53	\$ 327.12	\$ 137.19	\$ 27.50	\$ 25.17	\$ 4,930.43	\$ 1,232.61	\$ 6,163.04	\$ 1,387.16	\$ 7,550.20	\$ 145.20
24	3300	878	\$ 1,663.40	\$ 292.78	\$ 122.79	\$ 24.61	\$ 22.52	\$ 4,412.76	\$ 1,103.19	\$ 5,515.95	\$ 1,600.57	\$ 7,116.52	\$ 136.86
25	3080	886	\$ 1,678.55	\$ 295.45	\$ 123.90	\$ 24.84	\$ 22.73	\$ 4,452.97	\$ 1,113.25	\$ 5,566.22	\$ 1,493.87	\$ 7,060.09	\$ 135.78
26	3300	886	\$ 1,678.55	\$ 295.45	\$ 123.90	\$ 24.84	\$ 22.73	\$ 4,452.97	\$ 1,113.25	\$ 5,566.22	\$ 1,600.57	\$ 7,166.79	\$ 137.83
27	3300	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,600.57	\$ 7,185.62	\$ 138.19
28	3300	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,600.57	\$ 7,185.62	\$ 138.19
29	3300	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,600.57	\$ 7,185.62	\$ 138.19
30	3190	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,547.22	\$ 7,132.27	\$ 137.16
31	3190	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,547.22	\$ 7,132.27	\$ 137.16
32	3190	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,547.22	\$ 7,132.27	\$ 137.16
1031	2376	896	\$ 1,697.50	\$ 298.78	\$ 125.30	\$ 25.12	\$ 22.99	\$ 4,503.22	\$ 1,125.81	\$ 5,629.03	\$ 1,152.41	\$ 6,781.44	\$ 130.42
1032	3256	897	\$ 1,699.39	\$ 299.11	\$ 125.44	\$ 25.15	\$ 23.01	\$ 4,508.25	\$ 1,127.07	\$ 5,635.32	\$ 1,159.23	\$ 6,794.55	\$ 130.75
1033	3476	908	\$ 1,720.23	\$ 302.78	\$ 126.98	\$ 25.46	\$ 23.29	\$ 4,563.54	\$ 1,140.89	\$ 5,704.43	\$ 1,685.93	\$ 7,390.36	\$ 142.13
1034	2266	827	\$ 1,566.77	\$ 275.77	\$ 115.65	\$ 23.19	\$ 21.22	\$ 4,156.44	\$ 1,039.11	\$ 5,195.55	\$ 1,099.06	\$ 6,294.61	\$ 121.06
1035	3476	910	\$ 1,724.02	\$ 303.45	\$ 127.26	\$ 25.51	\$ 23.34	\$ 4,573.59	\$ 1,143.40	\$ 5,716.99	\$ 1,685.93	\$ 7,402.92	\$ 142.37
1036	990	751	\$ 1,422.79	\$ 250.43	\$ 105.02	\$ 21.05	\$ 19.27	\$ 3,774.47	\$ 943.62	\$ 4,718.09	\$ 480.17	\$ 5,198.26	\$ 99.97
1037	1606	847	\$ 1,604.67	\$ 282.44	\$ 118.45	\$ 23.75	\$ 21.73	\$ 4,256.96	\$ 1,064.24	\$ 5,321.20	\$ 778.94	\$ 6,100.14	\$ 117.32
1041	2420	839	\$ 1,589.51	\$ 279.77	\$ 117.33	\$ 23.52	\$ 21.52	\$ 4,216.75	\$ 1,054.19	\$ 5,270.94	\$ 1,173.75	\$ 6,444.69	\$ 123.94
1042	3300	902	\$ 1,708.86	\$ 300.78	\$ 126.14	\$ 25.29	\$ 23.14	\$ 4,533.38	\$ 1,133.35	\$ 5,666.73	\$ 1,600.57	\$ 7,267.30	\$ 139.76
1043	3520	884	\$ 1,674.76	\$ 294.78	\$ 123.62	\$ 24.78	\$ 22.68	\$ 4,442.91	\$ 1,110.73	\$ 5,553.64	\$ 1,707.28	\$ 7,260.92	\$ 139.64
1044	2310	810	\$ 1,534.57	\$ 270.10	\$ 113.28	\$ 22.71	\$ 20.78	\$ 4,071.00	\$ 1,017.75	\$ 5,088.75	\$ 1,120.40	\$ 6,209.15	\$ 119.41
1045	3520	884	\$ 1,674.76	\$ 294.78	\$ 123.62	\$ 24.78	\$ 22.68	\$ 4,442.91	\$ 1,110.73	\$ 5,553.64	\$ 1,707.28	\$ 7,260.92	\$ 139.64
1046	3300	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,600.57	\$ 7,185.62	\$ 138.19
1047	1650	786	\$ 1,489.10	\$ 262.10	\$ 109.92	\$ 22.04	\$ 20.16	\$ 3,950.37	\$ 987.60	\$ 4,937.97	\$ 800.29	\$ 5,738.26	\$ 110.36
1051	2459	844	\$ 1,598.98	\$ 281.44	\$ 118.03	\$ 23.66	\$ 21.65	\$ 4,241.88	\$ 1,060.47	\$ 5,302.35	\$ 1,192.67	\$ 6,495.02	\$ 124.91
1052	3350	907	\$ 1,718.34	\$ 302.45	\$ 126.84	\$ 25.43	\$ 23.27	\$ 4,558.51	\$ 1,139.63	\$ 5,698.14	\$ 1,624.82	\$ 7,322.96	\$ 140.83
1053	3575	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,733.95	\$ 7,319.00	\$ 140.76
1054	2349	815	\$ 1,544.04	\$ 271.77	\$ 113.97	\$ 22.85	\$ 20.91	\$ 4,096.13	\$ 1,024.04	\$ 5,120.17	\$ 1,139.32	\$ 6,259.49	\$ 120.38
1055	3575	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,733.95	\$ 7,319.00	\$ 140.76
1056	3350	894	\$ 1,693.71	\$ 298.11	\$ 125.02	\$ 25.06	\$ 22.93	\$ 4,493.17	\$ 1,123.30	\$ 5,616.47	\$ 1,624.82	\$ 7,241.29	\$ 139.26
1057	1689	791	\$ 1,498.57	\$ 263.77	\$ 110.62	\$ 22.18	\$ 20.29	\$ 3,975.50	\$ 993.88	\$ 4,969.38	\$ 819.20	\$ 5,788.58	\$ 111.32
1061	2497	849	\$ 1,608.45	\$ 283.11	\$ 118.73	\$ 23.80	\$ 21.78	\$ 4,267.01	\$ 1,066.76	\$ 5,333.77	\$ 1,211.10	\$ 6,544.87	\$ 125.87
1062	3399	912	\$ 1,727.81	\$ 304.12	\$ 127.54	\$ 25.57	\$ 23.40	\$ 4,583.64	\$ 1,145.91	\$ 5,729.55	\$ 1,648.59	\$ 7,378.14	\$ 141.89
1063	3630	894	\$ 1,693.71	\$ 298.11	\$ 125.02	\$ 25.06	\$ 22.93	\$ 4,493.17	\$ 1,123.30	\$ 5,616.47	\$ 1,760.63	\$ 7,377.10	\$ 141.87
1064	2387	819	\$ 1,551.62	\$ 273.10	\$ 114.53	\$ 22.96	\$ 21.01	\$ 4,118.23	\$ 1,029.06	\$ 5,145.29	\$ 1,157.75	\$ 6,303.04	\$ 121.22
1065	3630	894	\$ 1,693.71	\$ 298.11	\$ 125.02	\$ 25.06	\$ 22.93	\$ 4,493.17	\$ 1,123.30	\$ 5,616.47	\$ 1,760.63	\$ 7,377.10	\$ 141.87
1066	3399	899	\$ 1,703.18	\$ 299.78	\$ 125.72	\$ 25.20	\$ 23.06	\$ 4,518.30	\$ 1,129.58	\$ 5,647.88	\$ 1,648.59	\$ 7,296.47	\$ 140.32
1067	1727	796	\$ 1,508.04	\$ 265.43	\$ 111.32	\$ 22.32	\$ 20.42	\$ 4,000.63	\$ 1,000.16	\$ 5,000.79	\$ 837.63	\$ 5,838.42	\$ 112.28
1071	2536	854	\$ 1,617.93	\$ 284.78	\$ 119.43	\$ 23.94	\$ 21.91	\$ 4,292.14	\$ 1,073.04	\$ 5,365.18	\$ 1,230.01	\$ 6,595.19	\$ 126.84
1072	2354	917	\$ 1,737.28	\$ 305.78	\$ 128.24	\$ 25.71	\$ 23.52	\$ 4,608.77	\$ 1,152.20	\$ 5,760.97	\$ 1,141.74	\$ 6,902.71	\$ 132.75
1073	3685	899	\$ 1,703.18	\$ 299.78	\$ 125.72	\$ 25.20	\$ 23.06	\$ 4,518.30	\$ 1,129.58	\$ 5,647.88	\$ 1,787.30	\$ 7,435.18	\$ 142.99
1074	2426	824	\$ 1,561.09	\$ 274.77	\$ 115.23	\$ 23.10	\$ 21.14	\$ 4,141.36	\$ 1,035.34	\$ 5,176.70	\$ 1,176.66	\$ 6,353.36	\$ 122.19
1075	3685	899	\$ 1,703.18	\$ 299.78	\$ 125.72	\$ 25.20	\$ 23.06	\$ 4,518.30	\$ 1,129.58	\$ 5,647.88	\$ 1,787.30	\$ 7,435.18	\$ 142.99
1076	3449	904	\$ 1,712.65	\$ 301.45	\$ 126.42	\$ 25.34	\$ 23.19	\$ 4,543.43	\$ 1,135.86	\$ 5,679.29	\$ 1,672.84	\$ 7,352.13	\$ 141.39
1077	1766	801	\$ 1,517.52	\$ 267.10	\$ 112.02	\$ 22.46	\$ 20.55	\$ 4,025.76	\$ 1,006.44	\$ 5,032.20	\$ 856.55	\$ 5,888.75	\$ 113.25
1081	2613	859	\$ 1,627.40	\$ 286.44	\$ 120.13	\$ 24.08	\$ 22.04	\$ 4,317.27	\$ 1,079.32	\$ 5,396.59	\$ 1,267.36	\$ 6,663.95	\$ 128.16
1082	3564	922	\$ 1,746.75	\$ 307.45	\$ 128.94	\$ 25.85	\$ 23.65	\$ 4,633.90	\$ 1,158.48	\$ 5,792.38	\$ 1,728.62	\$ 7,521.00	\$ 144.64
1083	3740	904	\$ 1,712.65	\$ 301.45	\$ 126.42</								

Lot Number	Interest Lot Entitlement	Contribution Lot Entitlement	Management / Caretakers Fee*	Body Corp Management Fee*	Stormwater Management Fee*	Parcel Locker Fee*	QLD Fire Fee*	Total Annual Admin. Fund Levy (exc. Insurance)	Total Annual Sinking Fund Levy	Total Annual Contributions by CSLE (exc. Insurance)	Total Annual Contributions by ISLE (Insurance)	Total Annual Contributions (Inc. Insurance)	Weekly Levy Contribution (Inc. Insurance)
1114	5445	978	\$ 1,852.85	\$ 326.12	\$ 136.77	\$ 27.42	\$ 25.09	\$ 4,915.35	\$ 1,228.84	\$ 6,144.19	\$ 2,640.94	\$ 8,785.13	\$ 168.95
1115	3740	920	\$ 1,742.97	\$ 306.78	\$ 128.66	\$ 25.79	\$ 23.60	\$ 4,623.85	\$ 1,155.97	\$ 5,779.82	\$ 1,813.98	\$ 7,593.80	\$ 146.04
1121	6270	1032	\$ 1,955.15	\$ 344.13	\$ 144.32	\$ 28.93	\$ 26.47	\$ 5,186.75	\$ 1,296.69	\$ 6,483.44	\$ 3,041.09	\$ 9,524.53	\$ 183.17
1122	5687	979	\$ 1,854.74	\$ 326.46	\$ 136.91	\$ 27.45	\$ 25.11	\$ 4,920.38	\$ 1,230.10	\$ 6,150.48	\$ 2,758.32	\$ 8,908.80	\$ 171.33
1123	5687	979	\$ 1,854.74	\$ 326.46	\$ 136.91	\$ 27.45	\$ 25.11	\$ 4,920.38	\$ 1,230.10	\$ 6,150.48	\$ 2,758.32	\$ 8,908.80	\$ 171.33
1124	5555	982	\$ 1,860.43	\$ 327.46	\$ 137.33	\$ 27.53	\$ 25.19	\$ 4,935.45	\$ 1,233.87	\$ 6,169.32	\$ 2,694.29	\$ 8,863.61	\$ 170.46
1125	3850	924	\$ 1,750.54	\$ 308.12	\$ 129.22	\$ 25.90	\$ 23.70	\$ 4,643.95	\$ 1,160.99	\$ 5,804.94	\$ 1,867.33	\$ 7,672.27	\$ 147.55
2031	2376	909	\$ 1,722.13	\$ 303.12	\$ 127.12	\$ 25.48	\$ 23.32	\$ 4,568.56	\$ 1,142.14	\$ 5,710.70	\$ 1,152.41	\$ 6,863.11	\$ 131.99
2032	3146	897	\$ 1,699.39	\$ 299.11	\$ 125.44	\$ 25.15	\$ 23.01	\$ 4,508.25	\$ 1,127.07	\$ 5,635.32	\$ 1,525.88	\$ 7,161.20	\$ 137.72
2033	2376	908	\$ 1,720.23	\$ 302.78	\$ 126.98	\$ 25.46	\$ 23.29	\$ 4,563.54	\$ 1,140.89	\$ 5,704.43	\$ 1,152.41	\$ 6,856.84	\$ 131.87
2034	2266	827	\$ 1,566.77	\$ 275.77	\$ 115.65	\$ 23.19	\$ 21.22	\$ 4,156.44	\$ 1,039.11	\$ 5,195.55	\$ 1,099.06	\$ 6,294.61	\$ 121.06
2035	2376	910	\$ 1,724.02	\$ 303.45	\$ 127.26	\$ 25.51	\$ 23.34	\$ 4,573.59	\$ 1,143.40	\$ 5,716.99	\$ 1,152.41	\$ 6,869.40	\$ 132.11
2036	990	751	\$ 1,422.79	\$ 250.43	\$ 105.02	\$ 21.05	\$ 19.27	\$ 3,774.47	\$ 943.62	\$ 4,718.09	\$ 480.17	\$ 5,198.26	\$ 99.97
2037	1606	847	\$ 1,604.67	\$ 282.44	\$ 118.45	\$ 23.75	\$ 21.73	\$ 4,256.96	\$ 1,064.24	\$ 5,321.20	\$ 778.94	\$ 6,100.14	\$ 117.32
2041	2420	839	\$ 1,589.51	\$ 279.77	\$ 117.33	\$ 23.52	\$ 21.52	\$ 4,216.75	\$ 1,054.19	\$ 5,270.94	\$ 1,173.75	\$ 6,444.69	\$ 123.94
2042	3190	902	\$ 1,708.86	\$ 300.78	\$ 126.14	\$ 25.29	\$ 23.14	\$ 4,533.38	\$ 1,133.35	\$ 5,666.73	\$ 1,547.22	\$ 7,213.95	\$ 138.73
2043	3520	884	\$ 1,674.76	\$ 294.78	\$ 123.62	\$ 24.78	\$ 22.68	\$ 4,442.91	\$ 1,110.73	\$ 5,553.64	\$ 1,707.28	\$ 7,260.92	\$ 139.64
2044	2310	810	\$ 1,534.57	\$ 270.10	\$ 113.28	\$ 22.71	\$ 20.78	\$ 4,071.00	\$ 1,017.75	\$ 5,088.75	\$ 1,120.40	\$ 6,209.15	\$ 119.41
2045	3520	884	\$ 1,674.76	\$ 294.78	\$ 123.62	\$ 24.78	\$ 22.68	\$ 4,442.91	\$ 1,110.73	\$ 5,553.64	\$ 1,707.28	\$ 7,260.92	\$ 139.64
2046	3025	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,467.19	\$ 7,052.24	\$ 135.63
2047	1650	786	\$ 1,489.10	\$ 262.10	\$ 109.92	\$ 22.04	\$ 20.16	\$ 3,950.37	\$ 987.60	\$ 4,937.97	\$ 800.29	\$ 5,738.26	\$ 110.36
2051	2459	844	\$ 1,598.98	\$ 281.44	\$ 118.03	\$ 23.66	\$ 21.65	\$ 4,241.88	\$ 1,060.47	\$ 5,302.35	\$ 1,192.67	\$ 6,495.02	\$ 124.91
2052	2459	907	\$ 1,718.34	\$ 302.45	\$ 126.84	\$ 25.43	\$ 23.27	\$ 4,558.51	\$ 1,139.63	\$ 5,698.14	\$ 1,573.89	\$ 7,272.03	\$ 139.85
2053	3575	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,733.95	\$ 7,319.00	\$ 140.76
2054	2349	815	\$ 1,544.04	\$ 271.77	\$ 113.97	\$ 22.85	\$ 20.91	\$ 4,096.13	\$ 1,024.04	\$ 5,120.17	\$ 1,139.32	\$ 6,259.49	\$ 120.38
2055	3575	889	\$ 1,684.24	\$ 296.45	\$ 124.32	\$ 24.92	\$ 22.81	\$ 4,468.04	\$ 1,117.01	\$ 5,585.05	\$ 1,733.95	\$ 7,319.00	\$ 140.76
2056	3080	894	\$ 1,693.71	\$ 298.11	\$ 125.02	\$ 25.06	\$ 22.93	\$ 4,493.17	\$ 1,123.30	\$ 5,616.47	\$ 1,493.87	\$ 7,110.34	\$ 136.74
2057	1689	791	\$ 1,498.57	\$ 263.77	\$ 110.62	\$ 22.18	\$ 20.29	\$ 3,975.50	\$ 993.88	\$ 4,969.38	\$ 819.20	\$ 5,788.58	\$ 111.32
2061	2497	849	\$ 1,608.45	\$ 283.11	\$ 118.73	\$ 23.80	\$ 21.78	\$ 4,267.01	\$ 1,066.76	\$ 5,333.77	\$ 1,211.10	\$ 6,544.87	\$ 125.87
2062	3300	912	\$ 1,727.81	\$ 304.12	\$ 127.54	\$ 25.57	\$ 23.40	\$ 4,583.64	\$ 1,145.91	\$ 5,729.55	\$ 1,600.57	\$ 7,330.12	\$ 140.97
2063	2270	894	\$ 1,693.71	\$ 298.11	\$ 125.02	\$ 25.06	\$ 22.93	\$ 4,493.17	\$ 1,123.30	\$ 5,616.47	\$ 1,101.00	\$ 6,717.47	\$ 129.19
2064	2387	819	\$ 1,551.62	\$ 273.10	\$ 114.53	\$ 22.96	\$ 21.01	\$ 4,116.23	\$ 1,029.06	\$ 5,145.29	\$ 1,157.75	\$ 6,303.04	\$ 121.22
2065	3630	894	\$ 1,693.71	\$ 298.11	\$ 125.02	\$ 25.06	\$ 22.93	\$ 4,493.17	\$ 1,123.30	\$ 5,616.47	\$ 1,760.63	\$ 7,377.10	\$ 141.87
2066	3135	899	\$ 1,703.18	\$ 299.78	\$ 125.72	\$ 25.20	\$ 23.06	\$ 4,518.30	\$ 1,129.58	\$ 5,647.88	\$ 1,520.54	\$ 7,168.42	\$ 137.86
2067	1727	796	\$ 1,508.04	\$ 265.43	\$ 111.32	\$ 22.32	\$ 20.42	\$ 4,000.63	\$ 1,000.16	\$ 5,000.79	\$ 837.63	\$ 5,838.42	\$ 112.28
2071	2536	854	\$ 1,617.93	\$ 284.78	\$ 119.43	\$ 23.94	\$ 21.91	\$ 4,292.14	\$ 1,073.04	\$ 5,365.18	\$ 1,230.01	\$ 6,595.19	\$ 126.84
2072	3355	917	\$ 1,737.28	\$ 305.78	\$ 128.24	\$ 25.71	\$ 23.52	\$ 4,608.77	\$ 1,152.20	\$ 5,760.97	\$ 1,627.25	\$ 7,388.22	\$ 142.09
2073	3685	899	\$ 1,703.18	\$ 299.78	\$ 125.72	\$ 25.20	\$ 23.06	\$ 4,518.30	\$ 1,129.58	\$ 5,647.88	\$ 1,787.30	\$ 7,435.18	\$ 142.99
2074	2591	824	\$ 1,561.09	\$ 274.77	\$ 115.23	\$ 23.10	\$ 21.14	\$ 4,141.36	\$ 1,035.34	\$ 5,176.70	\$ 1,256.69	\$ 6,433.39	\$ 123.72
2075	3685	899	\$ 1,703.18	\$ 299.78	\$ 125.72	\$ 25.20	\$ 23.06	\$ 4,518.30	\$ 1,129.58	\$ 5,647.88	\$ 1,787.30	\$ 7,435.18	\$ 142.99
2076	3190	904	\$ 1,712.65	\$ 301.45	\$ 126.42	\$ 25.34	\$ 23.19	\$ 4,543.43	\$ 1,135.86	\$ 5,679.29	\$ 1,547.22	\$ 7,226.51	\$ 138.98
2077	1766	801	\$ 1,517.52	\$ 267.10	\$ 112.02	\$ 22.46	\$ 20.55	\$ 4,025.76	\$ 1,006.44	\$ 5,032.20	\$ 856.55	\$ 5,888.75	\$ 113.25
2081	2613	859	\$ 1,627.40	\$ 286.44	\$ 120.13	\$ 24.08	\$ 22.04	\$ 4,317.27	\$ 1,079.32	\$ 5,396.59	\$ 1,267.36	\$ 6,663.95	\$ 128.16
2082	3438	922	\$ 1,746.75	\$ 307.45	\$ 128.94	\$ 25.85	\$ 23.65	\$ 4,633.90	\$ 1,158.48	\$ 5,792.38	\$ 1,667.50	\$ 7,459.88	\$ 143.46
2083	3740	904	\$ 1,712.65	\$ 301.45	\$ 126.42	\$ 25.34	\$ 23.19	\$ 4,543.43	\$ 1,135.86	\$ 5,679.29	\$ 1,813.98	\$ 7,493.27	\$ 144.11
2084	2629	829	\$ 1,570.56	\$ 276.44	\$ 115.93	\$ 23.24	\$ 21.27	\$ 4,166.49	\$ 1,041.63	\$ 5,208.12	\$ 1,275.32	\$ 6,483.24	\$ 124.68
2085	3740	904	\$ 1,712.65	\$ 301.45	\$ 126.42	\$ 25.34	\$ 23.19	\$ 4,543.43	\$ 1,135.86	\$ 5,679.29	\$ 1,813.98	\$ 7,493.27	\$ 144.11
2086	3245	909	\$ 1,722.13	\$ 303.12	\$ 127.12	\$ 25.48	\$ 23.32	\$ 4,568.56	\$ 1,142.14	\$ 5,710.70	\$ 1,573.89	\$ 7,284.59	\$ 140.09
2087	1821	805	\$ 1,525.10	\$ 268.44	\$ 112.58	\$ 22.57	\$ 20.65	\$ 4,045.87	\$ 1,011.47	\$ 5,057.34	\$ 883.22	\$ 5,940.56	\$ 114.25
2091	2651	864	\$ 1,636.87	\$ 288.11	\$ 120.83	\$ 24.22	\$ 22.16	\$ 4,342.40	\$ 1,085.60	\$ 5,428.00	\$ 1,285.79	\$ 6,713.79	\$ 129.12
2092	3520	926	\$ 1,754.33	\$ 308.78	\$ 129.50	\$ 25.96	\$ 23.75	\$ 4,654.00	\$ 1,163.50	\$ 5,817.50	\$ 1,707.28	\$ 7,524.78	\$ 144.71
2093	3795	909	\$ 1,722.13	\$ 303.12	\$ 127.12	\$ 25.48	\$ 23.32	\$ 4,568.56	\$ 1,142.14	\$ 5,710.70	\$ 1,840.66	\$ 7,551.36	\$ 145.22
2094	2668	834	\$ 1,580.04	\$ 278.11	\$ 116.63	\$ 23.38	\$ 21.39	\$ 4,191.62	\$ 1,047.91	\$ 5,239.53	\$ 1,294.04	\$ 6,533.57	\$ 125.65
2095	3795	909	\$ 1,722.13	\$ 303.12	\$ 127.12	\$ 25.48	\$ 23.32	\$ 4,568.56	\$ 1,142.14	\$ 5,710.70	\$ 1,840.66	\$ 7,551.36	\$ 145.22
2096	3300	913	\$ 1,729.70	\$ 304.45	\$ 127.68	\$ 25.60	\$ 23.42	\$ 4,588.67	\$ 1,147.17	\$ 5,735.84	\$ 1,600.57	\$ 7,336.41	\$ 141.09
2097	1876	810	\$ 1,534.57	\$ 270.10	\$ 113.28	\$ 22.71	\$ 20.78	\$ 4,071.00	\$ 1,017.75	\$ 5,088.75	\$ 909.90	\$ 5,998.65	\$ 115.36
2101	2690	869	\$ 1,646.34	\$ 289.78	\$ 121.53	\$ 24.36	\$ 22.29	\$ 4,367.53	\$ 1,091.89	\$ 5,459.42	\$ 1,304.71	\$ 6,764.13	\$ 130.08
2102	3603	931	\$ 1,763.81	\$ 310.45	\$ 130.20	\$ 26.10	\$ 23.88	\$ 4,679.13	\$ 1,169.79	\$ 5,848.92	\$ 1,747.53	\$ 7,596.45	\$ 146.09
2103	3850	914	\$ 1,731.60	\$ 304.78	\$ 127.82	\$ 25.62	\$ 23.45	\$ 4,593.69	\$ 1,148.43	\$ 5,742.12	\$ 1,867.33	\$ 7,609.45	\$ 146.34
2104	2315	839	\$ 1,589.51	\$ 279.77	\$ 117.33	\$ 23.52	\$ 21.52	\$ 4,216.75	\$ 1,054.19	\$ 5,270.94	\$ 1,122.82	\$ 6,393.76	\$ 122.96
2105	3850	914	\$ 1,731.60	\$ 304.78	\$ 127.82	\$ 25.62	\$ 23.45	\$ 4,593.69	\$ 1,148.43	\$ 5,742.12	\$ 1,867.33	\$ 7,609.45	\$ 146.34
2106	3355	918	\$ 1,739.18	\$ 306.12	\$ 128.38	\$ 25.74	\$ 23.55	\$ 4,613.79	\$ 1,153.45	\$ 5,767.24	\$ 1,627.25	\$ 7,394.49	\$ 142.21
2107	1914	815	\$ 1,544.04	\$ 271.77	\$ 113.97	\$ 22.85	\$ 20.91	\$ 4,096.13	\$ 1,024.04	\$ 5,120.17	\$ 928.33	\$ 6,048.50	\$ 116.32
2111	5885	1029	\$ 1,949.47	\$ 343.13	\$ 143.90	\$ 28.85	\$ 26.40	\$ 5,171.67	\$ 1,292.92	\$ 6,464.59	\$ 2,854.35	\$ 9,318.94	\$ 179.22
2112	5577	974	\$ 1,845.27	\$ 324.79	\$ 136.21	\$ 27.31	\$ 24.99	\$ 4,895.25	\$ 1,223.82	\$ 6,119.07	\$ 2,704.97	\$ 8,824.04	\$ 169.70
2113	5577	974	\$ 1,845.27	\$ 324.79	\$ 136.21	\$ 27.31	\$ 24.99	\$ 4,895.25	\$ 1,223.82	\$ 6,119.07	\$ 2,704.97	\$ 8,824.04	\$ 169.70
2114	5445	978	\$ 1,852.85	\$ 326.12	\$ 136.77	\$ 27.42	\$ 25.09	\$ 4,915.35	\$ 1,228.84	\$ 6,144.19	\$ 2,640.94	\$ 8,785.13	\$ 168.95
2115	3740	920	\$ 1,742.97	\$ 306.78	\$ 128.66	\$ 25.79	\$ 23.60	\$ 4,623.85	\$ 1,155.97	\$ 5,779.82	\$ 1,813.98	\$ 7,593.80	\$ 146.04
2121	5995	1032	\$ 1,955.15	\$ 344.13	\$ 144.32	\$ 28.93	\$ 26.47	\$ 5,186.75	\$ 1,296.69	\$ 6,483.44	\$ 3,041.09	\$ 9,524.53	\$ 183.17
2122	5687	979	\$ 1,854.74	\$ 326.46	\$ 136.91	\$ 27.45	\$ 25.11	\$ 4,920.38	\$ 1,230.10	\$ 6,150.48	\$ 2,758.32	\$ 8,908.80	\$ 171.33
2123	5687	979	\$ 1,854.74	\$ 326.46	\$ 136.91	\$ 27.45	\$ 25.11</						

Proposed Community Management Statement

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Dealing Number



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1. Nature of request REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR RIVARA COMMUNITY TITLES SCHEME	Lodger (Name, address, E-mail & phone number) MinterEllison Level 22, One Eagle - Waterfront Place 1 Eagle Street, BRISBANE QLD 4000 REF: 1532997	Lodger Code 021A
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2. Lot on Plan Description LOT 1 ON RP128787	Title Reference 51151322
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3. Registered Proprietor/State Lessee 117 Victoria Street West End Pty Ltd ACN 672 851 679

4. Interest Not applicable

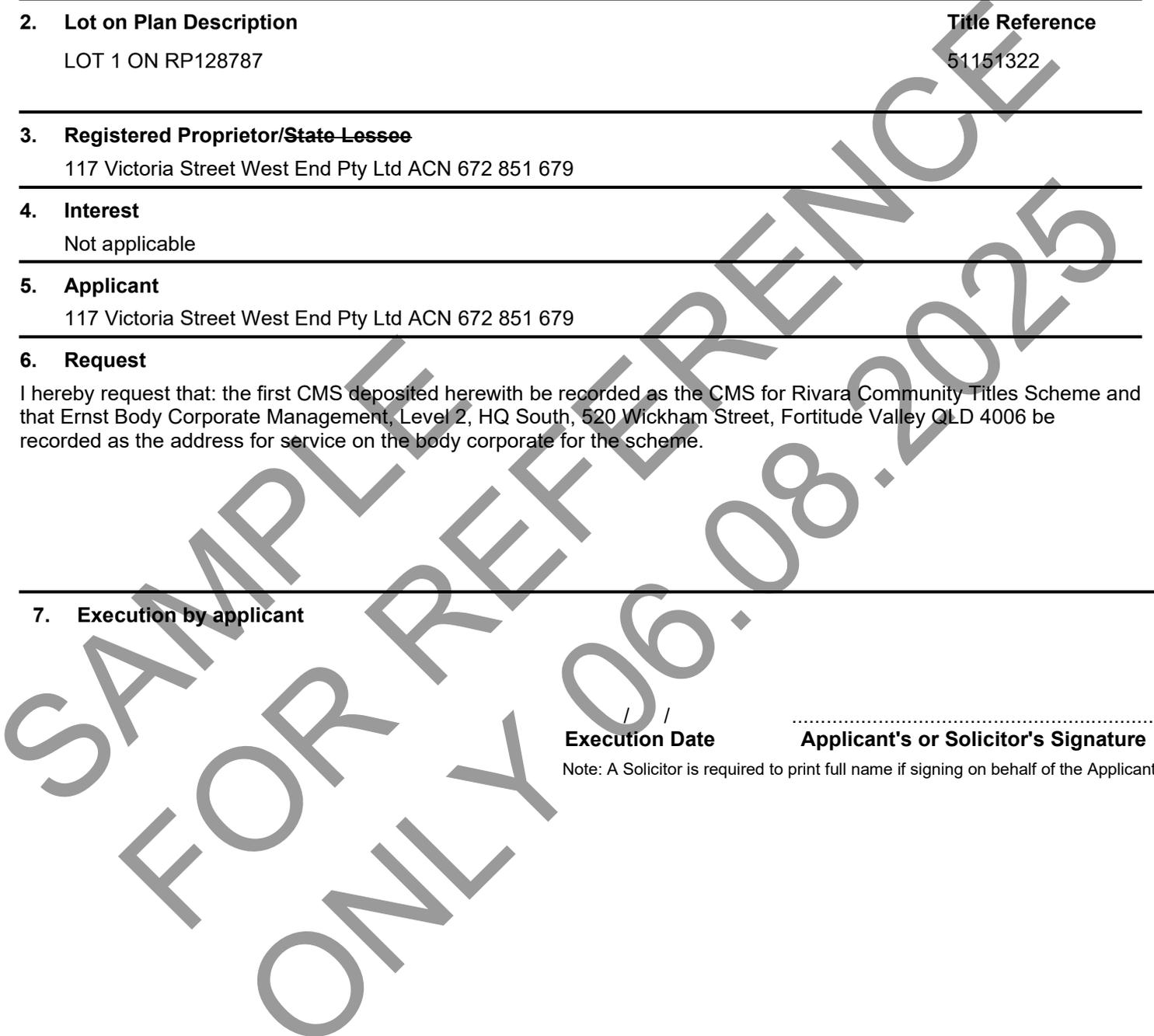
5. Applicant 117 Victoria Street West End Pty Ltd ACN 672 851 679

6. Request
I hereby request that: the first CMS deposited herewith be recorded as the CMS for Rivara Community Titles Scheme and that Ernst Body Corporate Management, Level 2, HQ South, 520 Wickham Street, Fortitude Valley QLD 4006 be recorded as the address for service on the body corporate for the scheme.

7. Execution by applicant

Execution Date Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant



THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements*
- Schedule B - Explanation of development of scheme land*
- Schedule C - By-laws*
- Schedule D - Any other details*
- Schedule E - Allocation of exclusive use areas*

1. Name of community titles scheme
RIVARA COMMUNITY TITLES SCHEME

2. Regulation module
STANDARD

3. Name of body corporate
BODY CORPORATE FOR RIVARA COMMUNITY TITLES SCHEME

4. Scheme Land

Lot on Plan Description

Common Property of Rivara CTS
Lots 1-32, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1107, 1111-1115, 1121-1125, 2031-2037, 2041-2047, 2051-2057, 2061-2067, 2071-2077, 2081-2087, 2091-2097, 2101-2107, 2111-2115, 2121-2125 on SP355771

Title Reference

To issue from 51151322
To issue from 51151322

5. Name and address of original owner
117 Victoria Street West End Pty Ltd ACN 672 851 679
Traders in Purple – Waterfront Place, Level 4, 1 Eagle Street, Brisbane QLD 4000

6. Reference to plan lodged with this statement
SP355771

7. First CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

NOT APPLICABLE

* A Form 18C must be deposited with the Request to record the First CMS.

8. Execution by original owner

117 Victoria Street West End Pty Ltd ACN 672 851 679

/ /
Execution Date

.....
Execution

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on SP355771	1225	6754
Lot 2 on SP355771	1209	6600
Lot 3 on SP355771	1214	6655
Lot 4 on SP355771	1214	6655
Lot 5 on SP355771	1221	6710
Lot 6 on SP355771	1221	6798
Lot 7 on SP355771	1228	6952
Lot 8 on SP355771	1228	6842
Lot 9 on SP355771	1235	6897
Lot 10 on SP355771	1235	6897
Lot 11 on SP355771	1243	7007
Lot 12 on SP355771	1258	7095
Lot 13 on SP355771	887	2695
Lot 14 on SP355771	887	2695
Lot 15 on SP355771	978	2750
Lot 16 on SP355771	952	2750
Lot 17 on SP355771	952	2695
Lot 18 on SP355771	952	2695
Lot 19 on SP355771	952	2970
Lot 20 on SP355771	952	2860
Lot 21 on SP355771	952	2860
Lot 22 on SP355771	952	2970
Lot 23 on SP355771	981	2860
Lot 24 on SP355771	878	3300
Lot 25 on SP355771	887	3080
Lot 26 on SP355771	887	3300
Lot 27 on SP355771	889	3300
Lot 28 on SP355771	889	3300
Lot 29 on SP355771	889	3300
Lot 30 on SP355771	889	3190
Lot 31 on SP355771	889	3190
Lot 32 on SP355771	889	3190
Lot 1031 on SP355771	896	2376
Lot 1032 on SP355771	897	3256
Lot 1033 on SP355771	908	3476
Lot 1034 on SP355771	826	2266
Lot 1035 on SP355771	910	3476
Lot 1036 on SP355771	749	990

Lot on Plan	Contribution	Interest
Lot 1037 on SP355771	847	1606
Lot 1041 on SP355771	840	2420
Lot 1042 on SP355771	902	3300
Lot 1043 on SP355771	885	3520
Lot 1044 on SP355771	809	2310
Lot 1045 on SP355771	885	3520
Lot 1046 on SP355771	889	3300
Lot 1047 on SP355771	785	1650
Lot 1051 on SP355771	844	2459
Lot 1052 on SP355771	907	3350
Lot 1053 on SP355771	889	3575
Lot 1054 on SP355771	814	2349
Lot 1055 on SP355771	889	3575
Lot 1056 on SP355771	894	3350
Lot 1057 on SP355771	790	1689
Lot 1061 on SP355771	849	2497
Lot 1062 on SP355771	912	3399
Lot 1063 on SP355771	894	3630
Lot 1064 on SP355771	819	2387
Lot 1065 on SP355771	894	3630
Lot 1066 on SP355771	899	3399
Lot 1067 on SP355771	795	1727
Lot 1071 on SP355771	854	2536
Lot 1072 on SP355771	917	2354
Lot 1073 on SP355771	899	3685
Lot 1074 on SP355771	823	2426
Lot 1075 on SP355771	899	3685
Lot 1076 on SP355771	904	3449
Lot 1077 on SP355771	800	1766
Lot 1081 on SP355771	859	2613
Lot 1082 on SP355771	922	3564
Lot 1083 on SP355771	904	3740
Lot 1084 on SP355771	828	2629
Lot 1085 on SP355771	904	3740
Lot 1086 on SP355771	909	3498
Lot 1087 on SP355771	805	1804
Lot 1091 on SP355771	864	2651
Lot 1092 on SP355771	927	3641
Lot 1093 on SP355771	909	3795

Lot on Plan	Contribution	Interest
Lot 1094 on SP355771	833	2684
Lot 1095 on SP355771	909	3795
Lot 1096 on SP355771	914	3548
Lot 1097 on SP355771	809	1848
Lot 1101 on SP355771	869	2690
Lot 1102 on SP355771	931	3718
Lot 1103 on SP355771	914	3850
Lot 1104 on SP355771	838	2728
Lot 1105 on SP355771	914	3850
Lot 1106 on SP355771	918	3597
Lot 1107 on SP355771	814	1892
Lot 1111 on SP355771	1028	6160
Lot 1112 on SP355771	974	5577
Lot 1113 on SP355771	974	5577
Lot 1114 on SP355771	978	5445
Lot 1115 on SP355771	920	3740
Lot 1121 on SP355771	1032	6270
Lot 1122 on SP355771	979	5687
Lot 1123 on SP355771	979	5687
Lot 1124 on SP355771	982	5555
Lot 1125 on SP355771	925	3850
Lot 2031 on SP355771	909	2376
Lot 2032 on SP355771	897	3146
Lot 2033 on SP355771	908	2376
Lot 2034 on SP355771	826	2266
Lot 2035 on SP355771	910	2376
Lot 2036 on SP355771	749	990
Lot 2037 on SP355771	847	1606
Lot 2041 on SP355771	840	2420
Lot 2042 on SP355771	902	3190
Lot 2043 on SP355771	885	3520
Lot 2044 on SP355771	809	2310
Lot 2045 on SP355771	885	3520
Lot 2046 on SP355771	889	3025
Lot 2047 on SP355771	785	1650
Lot 2051 on SP355771	844	2459
Lot 2052 on SP355771	907	3245
Lot 2053 on SP355771	889	3575
Lot 2054 on SP355771	814	2349

Lot on Plan	Contribution	Interest
Lot 2055 on SP355771	889	3575
Lot 2056 on SP355771	894	3080
Lot 2057 on SP355771	790	1689
Lot 2061 on SP355771	849	2497
Lot 2062 on SP355771	912	3300
Lot 2063 on SP355771	894	2270
Lot 2064 on SP355771	819	2387
Lot 2065 on SP355771	894	3630
Lot 2066 on SP355771	899	3135
Lot 2067 on SP355771	795	1727
Lot 2071 on SP355771	854	2536
Lot 2072 on SP355771	917	3355
Lot 2073 on SP355771	899	3685
Lot 2074 on SP355771	823	2591
Lot 2075 on SP355771	899	3685
Lot 2076 on SP355771	904	3190
Lot 2077 on SP355771	800	1766
Lot 2081 on SP355771	859	2613
Lot 2082 on SP355771	922	3438
Lot 2083 on SP355771	904	3740
Lot 2084 on SP355771	828	2629
Lot 2085 on SP355771	904	3740
Lot 2086 on SP355771	909	3245
Lot 2087 on SP355771	805	1821
Lot 2091 on SP355771	864	2651
Lot 2092 on SP355771	927	3520
Lot 2093 on SP355771	909	3795
Lot 2094 on SP355771	833	2668
Lot 2095 on SP355771	909	3795
Lot 2096 on SP355771	914	3300
Lot 2097 on SP355771	809	1876
Lot 2101 on SP355771	869	2690
Lot 2102 on SP355771	931	3603
Lot 2103 on SP355771	914	3850
Lot 2104 on SP355771	838	2315
Lot 2105 on SP355771	914	3850
Lot 2106 on SP355771	918	3355
Lot 2107 on SP355771	814	1914
Lot 2111 on SP355771	1028	5885

Lot on Plan	Contribution	Interest
Lot 2112 on SP355771	974	5577
Lot 2113 on SP355771	974	5577
Lot 2114 on SP355771	978	5445
Lot 2115 on SP355771	920	3740
Lot 2121 on SP355771	1032	5995
Lot 2122 on SP355771	979	5687
Lot 2123 on SP355771	979	5687
Lot 2124 on SP355771	982	5555
Lot 2125 on SP355771	925	3850
TOTALS	150,083	571,521

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997 (BCCM Act)* on which the contribution schedule lot entitlements (**CSLE**) for the community titles scheme (**Scheme**) has been decided is the relativity principle.
2. The relativity principle is the principle that the CSLE must clearly demonstrate the relationship between the lots in the Scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - a. how the Scheme is structured;
 - b. the nature, features and characteristics of the lots;
 - c. the purposes for which the lots are used;
 - d. the impact the lots may have on the costs of maintaining the common property;
 - e. the market values of the lots.
4. Individual CSLE for the Scheme were decided by reference to the following factors:
 - a. the nature, features and characteristics of the lots in the Scheme; and
 - b. the impact the lots in the Scheme may have on the costs of maintaining the common property,

and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out in the table above, in the CSLE for the Scheme.
5. By reference to the factors referred to in paragraph 4 above, the CSLE for lots included in the Scheme were decided on the basis that certain features or characteristics of lots in the Scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
 - a. External Surface Area - a lot which has a greater external surface area will have a higher CSLE than a lot which has a smaller external surface area as there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area relative to lots with a smaller external surface area;
 - b. Floor Area - the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot relative to lots with a smaller floor area and therefore a lot which has a greater floor area will have a higher CSLE than a lot which has a smaller floor area because there is a higher cost;

- c. Level of the Building - the level of the building on which the lot is situated. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls and use of any lifts relative to lots lower in the building. Accordingly, a higher allocation of CSLE is made to lots that are higher in the building relative to other lower lots; and
- d. Town Homes— certain lots are 'town home' style lots located on the ground floor and place a lesser burden on the repair, maintenance and capital replacement costs of the lifts and waste systems relative to other Lots, and therefore, have a lower CSLE allocated to them for these elements relative to the other lots (which have a higher burden on the maintenance and capital replacement costs of the lifts and waste systems).
- e. River Homes – certain lots are 'river home' style lots located on the ground floor and place:
 - (i) a lesser burden on the repair, maintenance and capital replacement costs of the lifts and waste systems relative to other lots, and therefore, have a lower CSLE allocated to them for these elements relative to the other lots (which have a higher burden on the maintenance and capital replacement costs of the lifts and waste systems); and
 - (ii) a higher burden given the direct use of the common property and external surface area (refer to paragraph 5a above, including the roof areas of the homes).

The CSLE takes into account these features and characteristics.
- f. Number of Occupants - the larger the lot, the greater number of occupants that the lot can accommodate. Lots with a higher number of occupants will have a higher CSLE relative to lots with fewer occupants as those larger lots with greater occupants place a greater burden on the cleaning, maintenance and caretaking of common property relative to smaller lots with fewer occupants.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the Scheme reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66(1)(f) and section 66(1)(g) of the *Body Corporate and Community Management Act 1997* do not apply to this Scheme.

SCHEDULE C	BY-LAWS
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1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act;
- (b) headings are for guidance only and are not to be used as an aid in interpretation;
- (c) plurals include the singular and singular include the plural;
- (d) reference to either gender includes a reference to the other gender;
- (e) reference to the whole includes any part of the whole;
- (f) reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation;

- (h) use of the word **including** and any similar expression is not used as a word of limitation;
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (j) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down, it is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any government, body or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme.
- (c) **Body Corporate** means the body corporate of the Scheme.
- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act; or
 - (iii) any covenant, easement or other encumbrance over the Common Property.
- (e) **By-Laws** means these by-laws.
- (f) **CMS** means a community management statement.
- (g) **Common Property** means the common property of the Scheme.
- (h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever.
- (i) **Display Lot** means a Lot or Lots used to promote sales (whether of lots in the Scheme or proposed lots in other schemes to be developed by the Original Owner, whether adjoining the Scheme or otherwise).
- (j) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (k) **Lot** means a lot included in the Scheme and includes:
 - (i) all improvements constructed on or within the lot; and
 - (ii) any areas of Common Property which may be used by occupants of the lot under an exclusive use By-Law allocation.
- (l) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (m) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (n) **Occupier** means:
 - (i) each Owner; and

- (ii) any occupier of a Lot and includes:
 - (A) a mortgagee in possession;
 - (B) a tenant or lessee (of a Lot or a part of a Lot); and
 - (C) an occupier of a part of a Lot.
- (o) **Original Owner** means 117 Victoria Street West End Pty Ltd ACN 672 851 679.
- (p) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (q) **Pets:**
 - (i) includes dogs, cats, birds and other animals normally kept as pets; and
 - (ii) do not include exotic animals or other animals which are inappropriate for residential uses such as the Scheme, for example, farm animals, snakes or wildlife.
- (r) **Scheme** means Rivara community titles scheme.
- (s) **Scheme Land** means all the land included in the Scheme.
- (t) **Secretary** means the secretary of the Body Corporate.

3. Observance of By-Laws and peaceful enjoyment

3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.

3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.

3.3 An Owner:

- (a) whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws; and
- (b) must give a copy of these By-Laws to any Occupier of their Lot.

4. Rules relating to Common Property

4.1 The Body Corporate may, from time to time, make, amend, delete or add to rules relating to the Common Property or Body Corporate assets including in relation to the use of any improvements on or facilities within the Common Property providing those rules are not inconsistent with these By-Laws and until they are disallowed or revoked by the Body Corporate in a general meeting.

4.2 Occupiers must comply with any rules relating to the Common Property or Body Corporate assets made under this By-Law.

5. Instructions to contractors

Occupiers must not instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

6. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to be thrown any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

7. Moving In / Out of Scheme

- 7.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.
- 7.2 Protective lift curtains must be used for all moves.
- 7.3 The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

8. Vehicles

- 8.1 Subject to any right to use exclusive use parking areas, an Occupier must not, without the Body Corporate's written approval:
- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
 - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for any designated visitor parking which must remain available at all times for the sole use of visitors vehicles..
- 8.2 An approval under By-Law 8.1:
- (a) must state the period for which it is given; and
 - (b) may be revoked by giving 7 days written notice to the Owner or Occupier.
- 8.3 Unrestricted access for bona fide visitors must be provided to visitor car parking spaces between the hours of 5:00am to 10:00pm. Access for bona fide visitors to the visitor car parking spaces between the hours of 10:00pm and 5:00am can be via an electronic access control system.
- 8.4 Occupiers must not permit any caravan, campervan, mobile home, boat, trailer or other recreational vehicle upon the Common Property unless it is being transported temporarily and promptly across the Common Property to a Lot.
- 8.5 The Body Corporate may, by lawful means, remove (including by towing), at the expense of the vehicle's owner, vehicles parked illegally on Common Property or in contravention of this By-Law.
- 8.6 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.
- 8.7 The car parking within the Scheme must be maintained exclusively for the ancillary use of the development. The parking must not be made available to the general public and there must not be signage erected on or in the vicinity of the site advertising the availability of car parking to the general public

9. Use of Lots & restriction on short term accommodation

- 9.1 Subject to these By-Laws (including the rights of a caretaking service contractor or party holding a letting authorisation from the Body Corporate), Owners and Occupiers must not use or permit Lots to be used other than as a private residence by them or for accommodation of their guests and visitors.
- 9.2 Notwithstanding By-Law 9.1:
- (a) an Owner or Occupier may rent out their Lot from time to time provided that in no event must any individual rental be for a period of less than 90 days;
 - (b) Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing the:
 - (i) use does not conflict with the rights of any caretaking service contractor or party holding a letting authorisation from the Body Corporate;
 - (ii) use is lawful and all necessary permits for the use are held;

- (iii) use does not unreasonably interfere with the amenity of other Occupiers; and
- (iv) Occupier obeys the reasonable directions and requirements of the Body Corporate.

9.3 Owners and Occupiers must not:

- (a) permit any agent to advertise or market for short term accommodation or share accommodation in the Scheme; or
 - (b) advertise that the Lot is available for lease or occupancy,
- in breach of these By-Laws.

9.4 The Scheme has been approved for Class 2 dwellings only and not for any hotel or short term letting purposes. As a consequence, any use of the Lot contrary to this By-Law is prohibited and, as such, use will be inconsistent with the relevant planning instrument, Approval for the Scheme, the certificate of occupancy for the building(s) in the Scheme or the conditions of any insurance policy effected by the Body Corporate for the Scheme.

9.5 Flammable substances must not be stored within Lots unless the substance is used for normal domestic use.

9.6 No auction sale is to be conducted or to take place within the Scheme.

10. Nuisance

10.1 Occupiers must not use or allow to be used any Lot or Common Property for any purpose or in any manner:

- (a) that may cause a nuisance or hazard;
- (b) likely to unreasonably interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
- (c) that interferes with the good reputation of the Scheme;
- (d) that is illegal or immoral;
- (e) that may endanger the safety of persons within the Scheme; or
- (f) contrary to the relevant planning instrument, any Approval for the Scheme or any other applicable law.

10.2 An Occupier must not smoke (including e-cigarettes and vaping):

- (a) anywhere on the Common Property; or
- (b) in a Lot or on a balcony of a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift (or other output of the relevant device).

10.3 An Occupier must not dispose of cigarette butts or ash by throwing such items from the balcony of a Lot and must dispose of cigarette butts or ash by putting such items in a closed container in their Lot.

10.4 Owners must not use a barbeque on the balcony of their Lot in such a way as to:

- (a) interfere with the peaceful enjoyment of other Owners and Occupiers; or
- (b) cause any threat of fire to the Scheme.

10.5 All Owners must keep their barbeques maintained in a clean condition at all times.

11. Maintenance of Lots

11.1 Occupiers must:

- (a) maintain their Lot in good repair and condition;
- (b) maintain the plant and equipment, wiring and plumbing that is within a Lot or that exclusively services their Lot so that it is safe and properly operational and must replace, as required, any such infrastructure which exclusively services their Lot;
- (c) keep their Lot:
 - (i) clean so that it is not offensive in appearance to other Occupiers; and
 - (ii) free of pests and vermin;
- (d) comply with manufacturer's recommendations regarding periodic maintenance and servicing for any air conditioner servicing their Lot;
- (e) keep accessible windows and glass clean;
- (f) if applicable, maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly; and
- (g) ensure that balconies and terraces do not leak resulting in water or other liquids escaping to other Lots or Common Property.

11.2 Without derogation from By-Law 11.1, where a pool (or similar) is contained within a Lot, Occupiers must:

- (a) ensure the pool and all fencing complies with all laws;
- (b) provide to the Body Corporate on request, a copy of the pool safety certificate or compliance certificate;
- (c) ensure the pool and all associated equipment is kept in good repair and condition, and clean so that it is not offensive in appearance; and
- (d) ensure any acoustic screening is maintained.

12. Alteration to Lots

12.1 Except as set out in this By-Law 12, Lots must not be altered without:

- (a) the prior written approval of the Body Corporate;
- (b) first submitting to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations; and
- (c) all necessary local authority and other approvals having first been obtained.

12.2 No approval of the Body Corporate is necessary for minor works to the internal area of the Lot such as painting and replacement of carpet, but the colours used must be in keeping with the colours of the Scheme generally.

12.3 The Body Corporate:

- (a) must not unreasonably withhold its consent to an alteration; and
- (b) may give its consent subject to reasonable conditions.

12.4 No hard floor finishes may be installed without the prior written approval of the Body Corporate which may be given subject to conditions. The Body Corporate may withhold consent to any such approval unless the Owner demonstrates to the reasonable satisfaction of the Body Corporate that the floor finishes installed minimise the transfer of noise from floor to floor within the Scheme.

13. Appearance of Lots

13.1 The purpose of this By-Law 13 is to ensure that the Scheme:

- (a) is visually uniform and tidy in appearance; and
- (b) includes garden areas and plants which are compatible with the landscaping of the Scheme generally.

13.2 All balconies and terraces are to remain unenclosed with no shutters, glazing, louvres, screens, blinds, awnings, trellis or similar permanent structures or installations (whether for the whole or any part thereof) other than those in place on establishment of the Scheme or as installed by or on behalf of the Original Owner. This By-Law prevails to the extent of any inconsistency with any other By-Law.

13.3 Unless approved in writing by the Body Corporate, an Occupier must not:

- (a) hang any washing, bedding or other articles;
 - (b) install any screens, matting or other materials which may block or obstruct any glass balustrades or other elements;
 - (c) display any sign, banner, advertisement or similar articles;
 - (d) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Body Corporate;
 - (e) use any part of the Lot (including any balcony) for storage (other than designated exclusive use spaces for storage purposes);
 - (f) keep any oversized plants (as determined by the Body Corporate); or
 - (g) install any aeriels, receivers or the like,
- if visible from outside of the Lot.

13.4 Without limiting By-Law 13.3(d), an Occupier must not:

- (a) install any pool, spa or sauna on the balcony of the Lot (noting that the balconies have not been designed or constructed to accommodate such structures);
- (b) install any air-conditioning condensers or fans on balconies;
- (c) store heavy pots or other landscape or decorative items which collectively exceed 300 kilograms on the balcony of a Lot (noting that the balconies have not been designed or constructed to accommodate excessive loads); or
- (d) install or display 'fairy' lights, decorative lighting or other decorative or signage elements of any kind, other than any Christmas decorations which are in place for the period only between 1 December in one year to 6 January in the following year.

13.5 By-law 13.4(a) does not prevent an Occupier from installing (or replacing) a pool in the ground floor courtyard of Lots 1 to 12 (inclusive, being the 'River Homes'), including all pools installed by the Original Owner.

13.6 An Occupier must not install:

- (a) decals or other decorative items to any external facing glass;
- (b) window finishes (including curtains, blinds, shutters or tinting); or
- (c) screening (including fly screens) or security devices,

to any externally facing window or door, unless:

- (d) for curtains or blinds, the backing of the finish is 'off white' (which is to be determined by the Committee, acting reasonably); or
- (e) they otherwise comply with any pre-approved specifications or otherwise first approved in writing by the Body Corporate.

The Body Corporate must have regard to the purpose of this By-Law 13 in giving any approval (noting that vertical blinds of any kind or screens which are not of the same colour to the applicable window or door, or tinting of windows which alters the appearance of the façade, would not be visually uniform with other parts of the Scheme). The Body Corporate must have regard to the purpose of this By-Law in giving any approval.

13.7 Letter boxes and parcel lockers must be regularly cleared.

13.8 An Occupier:

- (a) of a Lot which contains any garden area or feature plants must maintain that area or plants; and
- (b) must maintain any external sliding screen on any doorway of their Lot, so as to achieve the purposes of this By-Law 13.

13.9 Occupiers must ensure that no furniture or chattels cause any safety issues on balconies and terraces including without limitation by ensuring:

- (a) no items are placed on balustrades (ie. pot plants);
- (b) items which may become projectiles during bad weather are appropriately secured, weighted or tethered.

13.10 Windows and external doors in Lots must be closed in bad weather.

14. Insurance

Occupiers must not bring on to, do or keep any thing in or on their Lot which may:

- (a) increase the rate of insurance of the Scheme; or
- (b) conflict with:
 - (i) any Laws; or
 - (ii) the terms of any insurance policy for the Scheme.

15. Power to enter Lots

15.1 A person authorised by the Body Corporate may enter a Lot or Common Property and remain on the Lot or Common Property while it is reasonably necessary:

- (a) to inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or
- (b) to carry out work the Body Corporate is authorised or required to carry out.

15.2 The power of entry may be exercised:

- (a) in an emergency - at any time, with or without notice of intended entry given to any person; and
- (b) in other cases:
 - (i) for entry to the residential apartment forming part of the Lot mentioned in By-Law 15.1 - at a reasonable time after at least 3 days written notice of the intended entry has been given to:
 - (A) the Owner of the Lot; or
 - (B) if the Owner is not in occupation of the Lot - the Occupier of the Lot; and

- (ii) for entry to an exclusive use area mentioned in By-Law 15.1 (if access is not required via the residential apartment forming part of the Lot) – at any reasonable time; and
- (iii) in compliance with the security or other arrangements or requirements ordinarily applying for persons entering the Lot or the Common Property.

16. Behaviour of Occupiers and Invitees

16.1 Occupiers and Invitees:

- (a) must not make or permit any noise or vibration likely to unreasonably interfere with the peaceful enjoyment of others;
- (b) must take all practical means to minimise annoyance and noise to others including by closing doors, windows and curtains;
- (c) leaving or entering between 10.00 pm and 6.00am must do so quietly;
- (d) unless within the privacy of a Lot, must be appropriately dressed;
- (e) must not use language or behave in a way that might offend or embarrass another person in the Scheme;
- (f) must not behave in a way likely to unreasonably interfere with the peaceful enjoyment of others; and
- (g) must operate and control musical instruments, radios, televisions and the like so that the:
 - (i) sound is reasonable and does not cause an annoyance to others; and
 - (ii) devices are not operated between the hours of 10.00pm and 6.00am in a manner as to be audible by others.

16.2 In respect of communications and interactions (both oral and written, including via email) from and between Occupiers, all communications and interactions must:

- (a) be courteous;
- (b) not be aggressive or threatening, use language that may offend or be likely to cause an unreasonable nuisance or annoyance; and
- (c) not purport to give directions to any person or entity employed or engaged by the Body Corporate including service contractors, unless duly authorised by the Body Corporate.

17. Waste Disposal

17.1 Waste must:

- (a) be kept in a waste receptacle within a Lot or on Common Property areas designated for keeping waste;
- (b) be stored and disposed of in a manner that will not adversely affect the amenity, health, hygiene or comfort of others; and
- (c) not be deposited on the Common Property.

17.2 Occupiers must comply with any waste storage and removal system adopted by the Body Corporate, including all signs and directions of the Body Corporate relating to those systems.

17.3 The Body Corporate must give and is empowered to give any indemnities in favour of the local authority or other Authorities to facilitate the removal of waste including in relation to damage caused to improvements and infrastructure by waste removal vehicles.

- 17.4 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property, other than in receptacles designed for the relevant purpose.
- 17.5 Occupiers of Lots 1 to 12 (inclusive, being the 'River Homes') must store their waste bins in their garage and leave the waste bins on the Common Property (outside of their garage door or in the designated communal bin room, as directed by the Body Corporate) on the relevant collection day(s) and return them inside the garage within 24 hours from the time of collection/emptying.
- 17.6 Occupiers must take their glass recyclables to the designated recycling receptacles in the basement (and where necessary, also attend to sorting).
- 17.7 Occupiers must use any waste chute:
- (a) only by placing items into the chute that are small enough to travel freely through the chute;
 - (b) by not placing:
 - (i) glass recyclables, excessively heavy or other items in the chute which may adversely affect the amenity, health, hygiene or comfort of others, or cause damage or other issues;
 - (ii) folded boxes or other items in a manner which might tend to unfold whilst passing through the chute (e.g. pizza boxes);
 - (c) by ensuring that items are heavy enough to pass through the chute; and
 - (d) by only placing seafood, odorous items or items which will quickly decompose and become odorous, in the chute the evening prior to the due date for collection of waste.
- 17.8 Any items which do not comprise regular household waste (as determined by the Committee, acting reasonably), including oversized or heavy items (such as moving and appliance boxes and furniture) must be disposed of by Occupiers.

18. Keeping of Pets

- 18.1 Occupiers keeping Pets must comply with the following conditions, as applicable to their Pet:
- (a) subject to any Laws, a maximum of 2 Pets must occupy a Lot at any time;
 - (b) a photo of each Pet must be provided to the committee of the Body Corporate before the Pet is brought onto the Scheme;
 - (c) Pets must wear an identification tag, tattoo or microchip;
 - (d) if required by Law to be licensed or registered, Pets must be licensed or registered;
 - (e) clean and remove any mess left on Common Property;
 - (f) ensure that Pets are appropriately restrained while on Common Property;
 - (g) ensure that Pets comply with all Laws and are at all times kept clean, quiet, controlled and within their Lot;
 - (h) Pets must not be left unattended within a Lot for more than 24 consecutive hours;
 - (i) any damage caused to Common Property or any Lot must be repaired at the cost of the relevant Occupier;
 - (j) only take Pets into a lift if the occupants of the lift at the time verbally consent to the Pet entering the lift;
 - (k) if there is an alternative means of access (goods lift or via car park) then Pets must not access their Lots via foyer area and must use those alternate means;

- (l) Pets are not to be washed or groomed on Common Property other than in a facility designated for that purpose; and
- (m) subject to Laws, Pets are not allowed in any recreation area, unless designated for Pet recreation use. In this by-law, recreation areas means the swimming pool, hot/cold tubs, wellness zone, gymnasium, dining room, barbecue and seating areas, recreational areas and associated facilities on podium level 3 of the building and the business centre located on the ground level.

18.2 An Occupier who fails to comply with the conditions in By-Law 18.1, must remove their Pet from the Scheme if directed by the Body Corporate.

18.3 Animals which are not Pets may not be kept within the Scheme.

19. Broadband Infrastructure

19.1 The Body Corporate acknowledges that:

- (a) certain utility infrastructure such as pit and pipe works (**Utility Infrastructure**) within the Scheme vest in the party or operator who installed or caused the installation of the Utility Infrastructure (**Provider**), free of encumbrances, and are the sole property of the Provider; and
- (b) as owner, the Provider has the right to maintain, repair, alter, remove or replace the Utility Infrastructure.

19.2 Where there is any Utility Infrastructure within the Scheme, the Body Corporate grants a licence to the Provider for the use of the Utility Infrastructure.

19.3 The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the Telecommunications Act and any associated instruments (Schedule 3), in favour of the Provider, they waive and agree to waive:

- (a) their rights to be given notice in relation to any activity to be undertaken within the Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
- (b) any right they may have to object to those activities.

19.4 The Body Corporate, each Owner and Occupier agrees if requested by the Provider, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to the Provider.

20. Various matters concerning Common Property

20.1 Maintenance access to the communal open space and mechanical plant is to be maintained at all times.

20.2 Washing of vehicles and Pets (other than washing of Pets within the apartment forming part of a Lot) must only occur in designated areas (if any). Occupiers must comply with any car wash or pet washing systems adopted by the Body Corporate, including all signs and directions of the Body Corporate relating to use.

20.3 Drones and shopping trolleys are not permitted to be used within the Scheme.

20.4 Fish cleaning must not occur on Common Property.

20.5 Bicycles, go-carts, scooters and any other personal recreational mobility device of a similar nature:

- (a) must be used in compliance with the requirements of any insurer for the Scheme;
- (b) must only be stored within Lots, in designated areas or within appropriate exclusive use areas;
- (c) must be locked to prevent theft; and
- (d) may only be brought into and out of the Scheme by way of the carpark entry.

20.6 Any designated speed limits must be complied with.

20.7 Occupiers must not:

- (a) interfere with the lawful use of the Common Property;
- (b) interfere with the use of access ways or any easement giving access to or through the Common Property;
- (c) use Common Property facilities for any purpose for which they were not intended for use;
- (d) unless for bona fide purposes such as repair or maintenance, enter upon or be within areas of Common Property which are for utility infrastructure or services purposes such as areas which are or include:
 - (i) electrical substations, switch rooms or control panels;
 - (ii) fire service control panels; or
 - (iii) telephone exchanges; or
- (e) alter, operate, damage or in any way deface the Common Property or any Body Corporate asset.

20.8 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

20.9 Skateboards, roller blades, bicycles, go-carts, scooters and any other personal recreational mobility device must not be ridden on the Common Property.

20.10 Occupiers who intentionally or recklessly cause any fire or other alarm to be set off must pay the costs incurred by the Body Corporate, including any call out charges of the emergency services and caretaker.

21. Use of CP Facilities

21.1 An Owner or Occupier may use any Common Property facilities and Body Corporate assets, including any swimming pool, hot/cold tubs, wellness zone, gymnasium, dining room, barbecue and seating areas, recreational areas and associated facilities on podium level 3 of the building and the business centre located on the ground level (**CP Facilities**), subject to the following conditions:

- (a) outdoor CP Facilities are limited to residential use only and must not be used between 10:00pm and 6:00am;
- (b) the CP Facilities must not be used by Invitees unless accompanied by the host Owner or Occupier;
- (c) children below the age of 13 must at all times be accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) running, rough play in or out of a pool or tub, excessive splashing, improper diving, running and jumping into the pool or tub is prohibited;
- (e) subject to Laws, Pets are not to be brought into the CP Facilities;
- (f) glass and porcelain must not be brought into the pool area;
- (g) any pool safety gate must be immediately closed after operation and must not be left open at any time;
- (h) an Owner or Occupier must not allow soap, bubble bath or shampoo to be used in the pool or tubs;
- (i) no use is permitted if it is unsafe to do so (i.e. such as using pools during extreme weather events); and
- (j) the swimming pool, tubs and barbecue may only be used between the hours of 7:00am and 9:00pm, unless otherwise approved by the Body Corporate;
- (k) all equipment and appliances are to be used in a proper manner and operated in accordance with their operating instructions and left clean and tidy and available for the next users;

- (l) no items are stored in the CP Facilities other than temporarily during the relevant period of use (i.e. Occupiers are not to store items overnight in fridges etc.);
 - (m) the CP Facilities must not be defaced, damaged or removed;
 - (n) the Body Corporate and any caretaking service contractor may operate a reservation system for the CP Facilities, with which the Owners and Occupiers must comply;
 - (o) the CP Facilities may only be used in such a manner that is not likely to interfere with the peaceful enjoyment of any person lawfully in a Lot or on Common Property;
 - (p) Owners and Occupiers must not, without proper authority operate, adjust or interfere with the operation of any CP Facilities (ie. temperature settings);
 - (q) the Body Corporate may temporarily close CP Facilities from time to time (including for extended periods) as required for maintenance or upgrades; and
 - (r) Owners and Occupiers must remove all of their belongings when leaving CP Facilities.
- 21.2 Owners and Occupiers cannot operate businesses from the CP Facilities (i.e. an Owner inviting visitors to be trained in the wellness zone). Owners and Occupiers can however:
- (a) make use of CP Facilities, such as meeting rooms, ancillary to any home occupation or business lawfully operated from their Lot; or
 - (b) invite a qualified visitor to use CP Facilities with them (ie. a personal fitness trainer to train the Occupier at the wellness zone).
- 21.3 The Committee has the power to make rules as to the use of the CP Facilities under these By-Laws which may include without limitation:
- (a) restrictions on certain occasions or events (i.e. public holidays or special occasions);
 - (b) restrictions on the frequency of use, number of users and length of use (i.e. opening hours, capacity restrictions); and
 - (c) implementing booking systems which may include conditions on use (i.e. payment for breakages).
- 21.4 Without derogation from By-Law 21.3, a booking is required to be made where a group of 10 or more persons intend to use the CP Facilities.

22. Maintenance of Common Property

- 22.1 In this By-Law, **Defect** means, subject to By-Law 22.2, building work carried out in the construction of the Common Property which is defective, incomplete, faulty or unsatisfactory
- 22.2 The Body Corporate and Owners acknowledge that an issue or item of the Common Property (**Item**) is not a Defect if the Item:
- (a) has arisen due to the relevant elements of the Common Property not being maintained in accordance with any warranty requirements and maintenance recommendations;
 - (b) relates to materials used in the Common Property (particularly in finishes and fittings) which comprise natural products (such as stone, timber and the like) that:
 - (i) exhibit variations:
 - (A) between different areas of the finished product; or
 - (B) in shade, colour, texture, surface finish, markings, or the like;

- (ii) contain natural fissures, occlusions, lines, indentations or the like;
 - (iii) fade, warp, scratch, expand, contract or distort over time whether as a result of exposure to heat, cold, weather or the like or otherwise;
 - (iv) mark or stain due to exposure to certain substances or stain over time;
 - (v) are damaged or disfigured by impact or scratching or other mechanical means;
- (c) relates to plush (cut) pile carpet installed in the Common Property that undergoes a phenomenon known as "Permanent Pile Reversal Shading" evident through the appearance of a "water marking effect" in the carpet due to reversal of the pile direction;
- (d) is within the tolerances set out in the "Standards and Tolerances Guide" compiled by the Queensland Building and Construction Commission (or similar) and in force at the time the building work was completed;
- (e) is ordinarily dealt with as part of routine maintenance;
- (f) has resulted from the effects of normal wear and tear; or
- (g) has resulted from minor shrinkage and minor settlement cracks.

23. Infectious diseases

- 23.1 In the event of any infectious diseases which may require notification under any Law happening in the Scheme, Occupiers must give written notice to the Body Corporate and provide such information which the Body Corporate may reasonably request.
- 23.2 Occupiers must pay to the Body Corporate the Costs incurred by the Body Corporate of disinfecting the relevant parts of the Scheme required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.
- 23.3 Occupiers must comply with any public health direction in relation to the operation or use of any CP Facilities or other part of the Common Property and agrees that the Body Corporate may enforce any such public health direction (i.e. closing or placing restrictions on the use of CP Facilities or other parts of the Common Property) and will not be liable to an Occupier as a result. Closure of any CP Facilities or other part of the Common Property does not give rise to any variation or reduction in levies unless so resolved by the Body Corporate.

24. Lot Utility Infrastructure located on Common Property

- 24.1 Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property in appropriate locations such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.
- 24.2 Owners are responsible for:
- (a) the repair, maintenance and replacement of; and
 - (b) any loss or damage to, Lot Utility Infrastructure.
- 24.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-Law.
- 24.4 Unless otherwise required by law, any part of the Common Property which contains Lot Utility Infrastructure may:
- (a) be locked by the Body Corporate; and
 - (b) not be accessed or opened by any person without the prior consent of the Body Corporate, such consent not to be unreasonably withheld.

25. Supply of Utilities

25.1 This By-Law applies to the supply of any utilities by the Body Corporate (**Metered Utilities**) including:

- (a) hot water from a central hot water system;
- (b) chilled water for air conditioning; and
- (c) any form of energy.

25.2 The Body Corporate must not supply a Metered Utility to a Lot unless:

- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot, except for gas which is unmetered; and
- (b) the Occupier and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).

25.3 A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
 - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
 - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;
- (d) may require payment of a security deposit as determined from time to time by the Body Corporate; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).

25.4 The Body Corporate:

- (a) may refuse to enter into Supply Agreements with a person who is not the Occupier of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Occupier of a Lot if the Occupier:
 - (i) has paid the required security deposit; and
 - (ii) is not in arrears for the previous supply of a Metered Utility.

25.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Occupier of the Lot unless:

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or de facto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

25.6 An Owner or Occupier must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:

- (a) is the Owner's responsibility; and
- (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

26. Security System

- 26.1 Windows and external doors in Lots must be locked when nobody is in the Lot.
- 26.2 The Body Corporate may provide a security key and access control system regulating access to and within the Scheme (**Security System**).
- 26.3 Under the Security System, any keys or access control devices (**Access Devices**) provided for individual Lots will allow access to:
- (a) the Scheme;
 - (b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;
 - (c) any area allocated for the exclusive use of occupants of the Lot; and
 - (d) some facilities in the Common Property.
- 26.4 The following rules apply to the Security System:
- (a) the Body Corporate must supply 2 sets of Access Devices to each Owner;
 - (b) the Body Corporate need not supply any additional or replacement Access Devices unless the Owner or Occupier pays the costs of those Access Devices;
 - (c) the Body Corporate must be notified of any lost Access Devices as soon as possible;
 - (d) the Body Corporate must cancel Access Devices that are reasonably believed to be lost;
 - (e) each Occupant must comply with the Security System, including closing doors and gates; and
 - (f) Occupants must not do anything that may affect the operation of the Security System.
- 26.5 The Body Corporate may also provide Access Devices to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.
- 26.6 The Security System may permit access at all times to Lots by any service contractor or others as determined by the Body Corporate to enable windows and external doors to be closed when required, for example, in extreme weather such as high wind situations.
- 26.7 Any security equipment (including CCTV or other video surveillance) installed on Common Property is the property of the Body Corporate. The Body Corporate is not liable to any Owner or Occupier due to any failure in the operation of the security equipment.

27. Restricted Access – Special Rights

- 27.1 Except for levels where common access is required for Occupiers to access common facilities or access ways, each Occupier of a lot on a level of any building within the Scheme will have special rights to the exclusive use, in common with other Occupiers on that level, of the Common Property lift foyer and access ways on that level.
- 27.2 Any Security System contemplated under By-Law 26 may be configured to support the special rights granted under this By-Law. The Cost of maintaining the Security System in this regard is payable by the Body Corporate.
- 27.3 The Body Corporate will be responsible for the cleaning and maintenance of the special rights areas the subject of this By-Law (foyers and access ways on each level) at its Cost.

27.4 The Body Corporate may permit the Body Corporate's nominees and contractors to access the relevant lift foyer and access ways for any purpose determined by the Body Corporate including cleaning and maintenance.

28. Exclusive Rights of Caretaker and Letting Agent

28.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.

28.2 While a caretaking service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.

28.3 The authorised or engaged party may display such signs and advertisements on the Common Property as is reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.

28.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:

- (a) directly or indirectly provide any of the services set out in the Agreements;
- (b) permit any person, including its staff, to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
- (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
- (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

29. Lease or licence of Common Property

The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 184(4) of the Standard Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for the Body Corporate procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence in favour of a utility supplier or telecommunications provider for the keeping of infrastructure or equipment.

30. Display Lot and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Lot to be used, for the purposes of a Display Lot;
- (b) erect or permit signage to be erected within the Scheme concerning the sale and marketing of Lots within the Scheme and any development of which the Scheme forms part; and
- (c) carry out promotional and marketing functions from the Common Property.

31. Works carried out by Original Owner

31.1 The Original Owner may, without the consent of the Body Corporate:

- (a) enter upon the Common Property and undertake works on, to or within the Common Property; and
- (b) undertake works on, to or within a Lot,

as determined by the Original Owner in their discretion.

31.2 The Original Owner:

- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this By-Law 31 to a standard in keeping with the balance of the Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

31.3 The rights of the Original Owner under this By-Law 31 apply notwithstanding any inconsistency with any other By-Law. By-Laws regarding peaceful enjoyment, appearance of Lots, alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Original Owner carrying out works to the Scheme.

32. Flood Emergency Management Plan

32.1 Owners and Occupiers must comply with the Flood Emergency Management Plan (**FEMP**) prepared, implemented and maintained by the Body Corporate, including by:

- (a) providing current contact details of all Occupiers to the Body Corporate (to enable the Body Corporate to contact Occupiers via an SMS push or similar system);
- (b) following all directions given for or on behalf of the Body Corporate or emergency services in the event of a trigger event under the FEMP;

33. Exclusive Use Areas – Car Parks

33.1 Specified rights of exclusive use – car parks

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'PLAN A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of car parking.

33.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property or a Body Corporate asset (which asset is an area that is or may be used as a car park area) for car parking purposes.
- (b) To make allocations under this By-Law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use car park areas are to be allocated; and
 - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use car park areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use car park areas under this By-Law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use car park areas in the way allowed under the BCCM Act provided that, if the use of a space is physically contingent on the use of another space (i.e. tandem car

park areas), both areas are reallocated together (i.e. a reallocation cannot materially restrict the ability of a person to enter another Lot).

- (e) Exclusive use rights concerning car park areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-Law 33.2 may also be done by the agent of the Original Owner.

33.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use car park area is allocated, reallocated or an allocation is revoked under this By-Law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

33.4 Other matters about exclusive use car park areas

- (a) Exclusive use car parks may only be used for parking registered cars, registered utility vehicles, registered motorcycles, small watercraft (jet skis and small boats) on registered trailers, registered trailers (including box trailers), registered four wheel drive vehicles, bicycles and scooters (and any other personal mobility device of a similar nature) (**Permitted Vehicles**). Trailers and boats are not to be used for additional storage of domestic items.
- (b) A Permitted Vehicle must not be parked in a car park unless all parts of the Permitted Vehicle are within the exclusive use car park.
- (c) Exclusive use car parks are not to be used for storage purposes, other than within an approved storage device which must be used consistently with by-law 34.4.
- (d) Storage devices (other than over bonnet style devices which are dealt with in by-law 33.4(e)) may be installed within an exclusive use car park, but only with the prior written consent from the Body Corporate (no consent is required for storage devices installed by the Original Owner), not to be unreasonably withheld, and which approval may be given with conditions concerning size, types and colours of storage devices. Any such installation must not impede or compromise:
 - (i) the use of the area as a car park; or
 - (ii) mechanical ventilation, fire services or other utility infrastructure,or result in vehicles protruding over the boundaries of the exclusive use car park. Any installation which does not comply at any time must be removed (at the Occupier's cost).
- (e) Occupiers may install over an bonnet storage locker if it is black or charcoal in colour (to maintain a uniform appearance) within an exclusive use car park, but only with the prior written consent from the Body Corporate, not to be unreasonably withheld. Any such installation must not impede or compromise:
 - (i) the use of the area as a car park ; or
 - (ii) mechanical ventilation, fire services or other utility infrastructure,or result in vehicles protruding over the boundaries of the exclusive use car park. For a tandem car parks, installations are only permitted within the rear exclusive use car park. Any installation which does not comply at any time must be removed (at the Occupier's cost).

- (f) **SELLER'S NOTE: THIS BY-LAW IS INCLUDED FOR FUTURE ADMINISTRATIVE CONVENIENCE. THE SELLER DOES NOT REPRESENT THAT THE SCHEME WILL HAVE ELECTRIC VEHICLE CHARGING CAPABILITY ON ITS FORMATION.** Electric vehicle charger units (**EV Chargers**) may be installed within an exclusive use car park or on a wall adjacent to the exclusive use car park, but only with the prior written consent from the Body Corporate (no consent is required for EV Chargers installed by the Original Owner), not to be unreasonably withheld, and which approval may be given with conditions concerning size, types and specifications (including as capacity and compatibility with the relevant utility infrastructure and load management system) of the EV Chargers. If power is not available for the EV Charger, the cost of installation of power must be paid by the relevant Owner. EV Chargers must be connected to a charging management system approved and operated by or on behalf of the Body Corporate. Any such installation must not impede or compromise:
- (i) the use of the area as a car park; or
 - (ii) mechanical ventilation, fire services or other utility infrastructure.
- (g) EV Chargers and all associated infrastructure must be installed and used in compliance with the requirements of any insurer for the Scheme.
- (h) A person must not carry out any maintenance or repair work or external cleaning on a Permitted Vehicle while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a Permitted Vehicle operational.
- (i) A person must affix to, alter, operate, damage or in any way deface any structure that forms part of the Common Property, without the prior written consent of the Body Corporate.
- (j) The Body Corporate is entitled to pass through an exclusive use car park where necessary to obtain access to a part of the Common Property or a Body Corporate asset.
- (k) Occupiers must keep the area in a clean and tidy condition.
- (l) Occupiers are responsible for obtaining their own insurance for any vehicles parked and other items stored in their exclusive use area or parked on Common Property.
- (m) Occupiers are responsible for the:
- (i) removal of any vehicle or other items that may be parked or left in an exclusive use car park area; and
 - (ii) removal of any oil stains or other marks caused by vehicles parked in an exclusive use car park area (and if the Body Corporate attends to such removal, the Body Corporate can recover the costs of such removal from the Occupier).

34. Exclusive Use Areas - Storage

34.1 Specified rights of exclusive use - storage

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'PLAN A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of storage.

34.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property or a Body Corporate asset (which asset is an area that is or may be used as a storage area) for storage purposes.

- (b) To make allocations under this By-Law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use storage areas are to be allocated; and
 - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use storage areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use storage areas under this By-Law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use storage areas in the way allowed under the BCCM Act, provided that, if the use of a space is physically contingent on the use of another space (i.e. there is no means of access to a storage area other than through a car park area), both areas are reallocated together (i.e. a reallocation cannot materially restrict the ability of a person to enter another Lot).
- (e) Exclusive use rights concerning storage areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-Law 34.2 may also be done by the agent of the Original Owner.

34.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use storage area is allocated, reallocated or an allocation is revoked under this By-Law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

34.4 Other matters about exclusive storage areas

- (a) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services or other utility infrastructure in the relevant area.
- (b) The Body Corporate is entitled to pass through an exclusive use storage area where necessary to obtain access to a part of the Common Property or a Body Corporate asset.
- (c) The storage area must not be used:
 - (i) for any purpose that may cause a nuisance or hazard;
 - (ii) in a manner likely to interfere with the peaceful enjoyment by other occupiers of the Land;
 - (iii) for any illegal or immoral purpose;
 - (iv) for any purpose that may endanger the safety of persons; or
 - (v) for the storage of:

- (A) flammable or illegal substances;
 - (B) animals (including Pets); or
 - (C) machinery or similar equipment.
- (d) Occupiers must keep the area in a clean and tidy condition.
- (e) Occupiers are responsible for obtaining their own insurance for any items stored in their exclusive use area.
- (f) Occupiers are responsible for the removal of any stains or other marks caused by items stored in an exclusive use storage area (and if the Body Corporate attends to such removal, the Body Corporate can recover the costs of such removal from the Occupier).

35. Exclusive Use Areas – Landscaping

35.1 Specified rights of exclusive use - landscaping

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'PLAN A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of landscaping.

35.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property or a Body Corporate asset (which asset is an area that is or may be used as a landscaping area) for landscaping purposes.
- (b) To make allocations under this By-Law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use landscape areas are to be allocated; and
 - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use landscape areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use landscape areas under this By-Law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use landscape areas in the way allowed under the BCCM Act, provided that at all times there is a physical means of accessing the landscape area.
- (e) Exclusive use rights concerning landscape areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-Law 35.2 may also be done by the agent of the Original Owner.

35.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use landscape area is allocated, reallocated or an allocation is revoked under this By-Law then the Body Corporate must:

- (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

35.4 Other matters about exclusive use landscape areas

- (a) Exclusive use landscape areas only be used for residential landscaping purposes. Landscape areas, including plants and other items therein must be compatible with the landscaping of the Scheme generally.
- (b) Occupiers must not keep any oversized plants (as determined by the Body Corporate) in landscaped areas. Landscaping must not interfere with the views from any other Lot or Common Property.
- (c) An Occupier must not:
- (i) keep any items in an exclusive use landscape area which are of a decorative nature (including ornaments, sculptures or artwork of any kind);
 - (ii) install any netting or caging, stakes, screening, fencing, matting, lights, umbrellas, furniture or like items (including by attaching items to any existing fixtures).
- (d) The landscaping area must not be used:
- (i) for any purpose that may cause a nuisance or hazard;
 - (ii) in a manner likely to interfere with the peaceful enjoyment by other occupiers of the Land;
 - (iii) for any illegal or immoral purpose; or
 - (iv) for any purpose that may endanger the safety of persons.
 - (v) in a manner that impacts upon the Body Corporate's obligations under By-Law 35.4(e).
- (e) Occupiers must keep the:
- (i) landscaping in good condition, including by:
 - (A) replacing any plants with similar plants in keeping with the landscaping of the Scheme generally; and
 - (B) keeping plants appropriately watered;
 - (ii) area in a clean and tidy condition, free from weeds, pests and vermin.
- (f) A person must affix to, alter, operate, damage or in any way deface any structure that forms part of the landscape area, without the prior written consent of the Body Corporate.
- (g) The Body Corporate is entitled to:
- (i) pass through an exclusive use landscape area where necessary to obtain access to a part of the Common Property or a Body Corporate asset;
 - (ii) elect to engage a contractor to maintain all landscape areas, and Occupiers authorises such maintenance to occur and must:
 - (A) permit entry in accordance with By-Law 15.2(b)(ii); and

(B) not interfere with such maintenance activities,

and if the Body Corporate makes that election, the Body Corporate is authorised to levy the Owners of lots for the maintenance for the landscaping areas who have the benefit of exclusive use landscaping areas in accordance with the contribution schedule lot entitlements of those lots.

36. Exclusive use of garage doors

36.1 Owners are entitled to the exclusive use of that part of Common Property described as the garage door to their Lot (if the lot is any of Lots 1 to 12 inclusive, being the 'River Homes') or (if any) to their exclusive use area including all related fixtures and fittings (including remotes).

Note: The Seller may install garage doors to some exclusive use areas, but it is not possible to all exclusive use areas.

36.2 An Owner or Occupier who has an exclusive use allocation in accordance with this by-law 36 is responsible for the maintenance, repair and replacement of any garage door and associated fixtures and fittings (including remotes).

36.3 An Owner or Occupier cannot install any different garage door, fixtures or fittings other than of the same type, style, model and colour without the prior written permission of the Committee (acting reasonably, recognising the importance of visually uniformity).

37. Exclusive Use Areas and Assets - Other

37.1 Exclusive use areas

For this By-Law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot, other than Common Property or assets which have been allocated pursuant to any other exclusive use By-Law.

37.2 Rights attach to Lots

The rights given in this By-Law attach to the relevant Lots.

37.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked [insert] attached hereto; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

37.4 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
 - (i) areas that are constructed as individual bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
 - (ii) areas on the rooftop of the Scheme for use to place solar panels for the benefit of the Lots to which the areas are respectively allocated;
 - (iii) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces and similar areas (**External Areas**) that:
 - (A) are adjoining or adjacent to the Lot to which they are allocated; and

- (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot,

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.

- (b) To make allocations under this By-Law, the Original Owner must give the Body Corporate:
- (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-Law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-Law 37.4 may also be done by the agent of the Original Owner.

37.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked under this By-Law then:
- (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
 - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is an External Area for areas allocated under By-Law 37.4(a)(iii)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

38. Local Government Mandated Conditions

38.1 The table below is included in this CMS because:

- (a) the development approval for the Scheme requires either that this CMS contain By-Laws as set out in this Part; or
- (b) the Original Owner makes disclosure to the Owners and Occupiers of certain matters as set out in the table.

38.2 The Body Corporate must comply with and give effect to the conditions and matters in the table below.

Note: The Seller may not yet have obtained all approvals required for the Scheme when this proposed CMS is given to the Buyer. Set out below are conditions that the Seller anticipates may be required to be included in this CMS or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. If this is the case, those matters will be included here and the Seller may vary this proposed CMS and give the Buyer a further statement under section 214 of the BCCM Act regarding the variations. The Seller directs the attention of the Buyer to the terms of the contract of sale in this regard.

CONDITION	
5	Maintain the Approved Development
	Maintain the approved development generally in accordance with the approved DRAWINGS AND DOCUMENTS, and any relevant Council engineering or other approval required by the conditions.
9	Communal outdoor areas
	The communal use areas are limited to residential use only and must not be used between 10pm to 6am.
10	Maintenance access
	Maintenance access to the communal open space and mechanical plant is to be maintained at all times. Requirements of this condition shall be contained within any Community Management Statement.
13	Visitor parking
	Visitor car parking spaces must: <ul style="list-style-type: none"> - Be clearly labelled as 'Visitor Parking'; - Remain unimpeded by landscaping, water tanks, storage (temporary or otherwise) or any other fitting, fixture or structure - Unrestricted access for bona fide visitors must be provided between the hours of 5am to 10pm; and - Allow bona fide visitors access to the visitor parking spaces between the hours of 10pm and 5am via an electronic access control system.
14	Car parking
	The car parking within the premises must be maintained exclusively for the ancillary use of the development. The parking must not be made available to the general public and there must not be signage erected on or in the vicinity of the site advertising the availability of car parking to the general public
19	Balconies/verandahs/terraces
	Unless otherwise shown and approved on the architectural drawings, balconies/verandahs/terraces must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures.
36	Mechanical plant or equipment – acoustically screened
	Mechanical plant or equipment is to be acoustically screened from an adjoining sensitive use. Mechanical plant includes generators, motors, compressors and pumps such as air-conditioning, refrigeration and cold room motors. Acoustically screened is defined in City Plan 2014.
55	Flood Emergency Management Plan
	Prepare, implement and maintain a Flood Emergency Management Plan (FEMP) in accordance with the requirements of this condition.
63	Stormwater quality
	(d) Maintain Management Plans Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Statutory Easements

Lots affected by statutory easements are as follows:

Lot on Plan or common property	Statutory easement
Common Property of Rivara CTS Lots 1-32, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1107, 1111-1115, 1121-1125, 2031-2037, 2041-2047, 2051-2057, 2061-2067, 2071-2077, 2081-2087, 2091-2097, 2101-2107, 2111-2115, 2121-2125 on SP355771	Support
Common Property of Rivara CTS Lots 1-32, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1107, 1111-1115, 1121-1125, 2031-2037, 2041-2047, 2051-2057, 2061-2067, 2071-2077, 2081-2087, 2091-2097, 2101-2107, 2111-2115, 2121-2125 on SP355771	Utility Services and Utility Infrastructure
Common Property of Rivara CTS	Shelter

Lot on Plan or common property	Statutory easement
Lots 1-32, 1031-1037, 1041-1047, 1051-1057, 1061-1067, 1071-1077, 1081-1087, 1091-1097, 1101-1107, 1111-1115, 1121-1125, 2031-2037, 2041-2047, 2051-2057, 2061-2067, 2071-2077, 2081-2087, 2091-2097, 2101-2107, 2111-2115, 2121-2125 on SP355771	
	Projections
	Maintenance of building on or close to boundary

Services Location Diagrams

The location of the current service easements are as follows:

Lots and / or Common Property affected	Service Easement	Service Location Diagram
Common Property of Rivara CTS	Stormwater, sewerage, water, telephone, gas, electricity and NBN	Plan attached marked 'PLAN B'

Note: At the time of preparation of this proposed CMS, the proposed location of services may not be known. The Service Location Diagram and the table above will be finalised once the location of the services are known. The Seller may give to the Buyer a further statement under section 214 of the BCCM Act outlining the changes to be made to this CMS at the time that the location of the services becomes known or at some other time as determined by the Seller. The Buyer under the contract of sale has represented to the Seller that the Buyer agrees that the statement given under section 213 of the BCCM Act is substantially complete notwithstanding that the type and location of the service easements are not known and/or not disclosed.

Water Quality Maintenance Plan

Refer **attached**.

Note: At the time of preparation of this proposed CMS, the proposed plan may not be available. The Seller may give to the Buyer a further statement under section 214 of the BCCM Act outlining the changes to be made to this CMS at the time that the plan is available or at some other time as determined by the Seller. The Buyer under the contract of sale has represented to the Seller that the Buyer agrees that the statement given under section 213 of the BCCM Act is substantially complete notwithstanding that the type and location of the service easements are not known and/or not disclosed.

Architectural and Landscape Code

PART 1 – DEFINITIONS

1.1 In this Code, unless the contrary intention appears:

- (a) **Approval** means an approval issued by the Committee under Part 3 of this Code.
- (b) **ARC** means the architectural review committee as referred to in Part 3 of this Code.
- (c) **CMS** means the community management statement of which this Code forms part.
- (d) **Code** means this Architectural and Landscape Code.
- (e) **External Building Works** includes carrying out any works relating to the construction, installation, alteration, renovation or repair of any balcony, terrace or other external part of any Lot (including any exclusive use landscape area) which affect the external appearance of the Scheme Land.
- (f) **Standards** means the standards in Part 4 of this Code.

PART 2 – INTERPRETATION

2.1 This Code shall be interpreted in accordance with the following rules:

- (a) terms not defined in this Code but defined in the CMS, BCCM Act or *Planning Act 2016* have the meanings given to them in the BCCM Act;
- (b) headings are for guidance only and are not to be used as an aid in interpretation;
- (c) plurals include the singular and singular include the plural;
- (d) reference to either gender includes a reference to the other gender;
- (e) reference to the whole includes any part of the whole;
- (f) reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation;
- (h) use of the word **including** and any similar expression is not used as a word of limitation;
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority; and
- (j) all requirements of the Code must be construed so as to be valid, legal or enforceable in all respects. If any part of the Code is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such part of the Code cannot be read down, it is deemed void and is severed and the remaining parts of the Code are not in any way affected or impaired.

PART 3 – ARCHITECTURAL REVIEW COMMITTEE (ARC)

3.1 Function

The ARC is to be established for the purpose of assessing proposals and making recommendations to the Committee as set out in this Part.

3.2 Composition

The ARC is to consist of up to four (4) members.

3.3 Eligibility for membership of ARC

Members of the ARC must be over the age of eighteen (18) years but members do not have to be members of the Body Corporate.

3.4 Appointments to ARC

3.4.1 If the Original Owner owns any part of the Scheme Land:

- (a) the Original Owner may (by giving written notice to the Body Corporate) appoint up to three (3) members of the ARC; and
- (b) the Body Corporate may (by resolution of the Committee) appoint no more than one (1) member of the ARC.

3.4.2 If the Original Owner does not own any part of the Scheme Land, the Body Corporate may (by resolution of the Committee) appoint all members of the ARC.

3.5 Duration of Membership of ARC

A person will remain a member of the ARC until:

- 3.5.1 the person resigns;

- 3.5.2 if the member was appointed by the Original Owner:
- (a) the Original Owner gives a notice of revocation of the appointment to the Body Corporate; or
 - (b) if the Original Owner no longer owns any part of the Scheme Land, the Body Corporate (by resolution of the Committee) revokes the appointment;
- 3.5.3 if the member was appointed by the Body Corporate, the Body Corporate (by resolution of the Committee) revokes the appointment.

3.6 Chairman

The chairman of the ARC is:

- 3.6.1 if the Original Owner owns any part of the Scheme Land, a member of the ARC as notified by the Original Owner to the Body Corporate; or
- 3.6.2 if the Original Owner does not own any part of the Scheme Land, a member of the ARC as decided by resolution of the Committee.

3.7 Meetings of the ARC

- 3.7.1 The ARC must meet when necessary to perform its functions.
- 3.7.2 Unless agreed by all members of the ARC, meetings of the ARC must be held between the hours of 8.30am and 5.00pm on a business day, being a day on which banks are open for business in the city or town in which the Scheme Land is located.
- 3.7.3 The Secretary must (unless all members of the ARC agree to dispense with these notice requirements) provide (to the address set out in the records of the ARC) each member with at least seven (7) days written notice of the date, time and location of each ARC meeting.
- 3.7.4 No business will be transacted at any meeting of the ARC unless there is a quorum present. A quorum consists of two (2) members of the ARC, one of whom must be the chairman.
- 3.7.5 A member appointed by the Original Owner may (by notice in writing to the chairman tabled prior to commencement of the meeting) appoint another person as his/her proxy. No other member may appoint a proxy. If the proxy is already a member, then the proxy (in addition to his or her own rights and powers) has all the rights and powers at the meeting as the member who the proxy represents.
- 3.7.6 Decisions of the ARC must be made by a majority vote of participating members. Each member will have one (1) vote except for the chairman who will in addition to his/her primary vote have a casting vote.
- 3.7.7 The members may adjourn or otherwise regulate their meetings as they see fit. The ARC may meet in person or by any means which allows the participating members to hear or be heard by other participating members.
- 3.7.8 The ARC must keep minutes of its meetings.
- 3.7.9 The ARC may inform itself as it sees fit in exercising its functions, including but not limited to the appointment of a consultant by the Body Corporate.

3.8 Membership records

The Secretary must keep a register containing contact details for all current members of the ARC.

3.9 Requirement for Approval

Occupiers must:

- 3.9.1 obtain the written approval of the Committee (following a recommendation of the ARC) prior to commencing (or permitting the commencement of) any External Building Works;
- 3.9.2 not submit (or permit the submission of) any plans for External Building Works to any Authority (including the Brisbane City Council or a private certifier) for its approval prior to obtaining the approval of the Committee (following a recommendation from the ARC);

- 3.9.3 not construct or undertake (or permit the construction or undertaking of) any External Building Works other than External Building Works approved from time to time by the Committee (following a recommendation from the ARC) pursuant to this Code. All External Building Works must be carried out strictly in accordance with the approval of the Committee (following a recommendation from the ARC) under this Code.

3.10 Application for ARC recommendation

- 3.10.1 Prior to commencing any External Building Works and prior to making an application to any Authority (including the Brisbane City Council or a private certifier) for approval for such External Building Works, each owner must first submit to the ARC the following:
- (a) any application form as adopted by the ARC from time to time;
 - (b) all documentation to be submitted as part of the application to an Authority (including the Brisbane City Council or a private certifier) for approval for such External Building Works, together with the following:
 - (i) an artist's impression or impressions of the proposed layout and built form characteristics of the proposed works;
 - (ii) all elevations (with particular attention being paid to the external appearance of the Scheme);
 - (iii) details of all colours and materials;
 - (iv) construction arrangements (including an indicative construction program), techniques and proposed access.
- 3.10.2 The ARC may require an applicant to provide additional information to enable the ARC to consider giving its recommendation. This additional information must be supplied as soon as possible.
- 3.10.3 The ARC may in its absolute discretion in assessing any application for recommendation relax or vary any of the requirements of this Code (including but not limited to the Standards in Part 4).

3.11 Decision as to recommendations

- 3.11.1 After considering an application (in accordance with the Standards in Part 4), the ARC must give written notice to the applicant and Body Corporate:
- (a) recommending the application (either with or without conditions, which may without limitation require amendments or modifications to the application); or
 - (b) refusing the application and advising the Committee that it should refuse any application for approval.

3.12 Application for Approval

- 3.12.1 The requirement for a recommendation from the ARC is a precondition to an Occupier making an application to the Committee for an Approval.
- 3.12.2 Each application to the Committee for an Approval must be accompanied by the recommendation of the ARC and sufficient details for the Committee to decide the application.
- 3.12.3 The Committee may require an applicant to provide additional information to enable the Committee to consider giving its approval. This additional information must be supplied as soon as possible.

3.13 ARC recommendations and Approvals

- 3.13.1 No recommendation by the ARC or Approval will constitute any agreement or representation as to the adequacy, suitability or fitness of any plans of External Building Works or that any Authority will grant its approval, and each owner acknowledges they will not place any reliance on such matters.
- 3.13.2 Occupiers must after receipt of an Approval, and before commencing construction of the External Building Works obtain at its own expense all necessary approvals from Authorities for the External Building Works. If any Authority requires amendments to the proposal, the Occupier must make a further application to the ARC and subsequently, an application for Approval.

3.13.3 A recommendation by the ARC or Approval is not to be construed as a waiver of the right of the ARC or Committee to refuse to recommend or approve (subject to different conditions) any other application.

3.13.4 An Approval lapses on the earlier of the following:

- (a) the lapsing of any necessary approvals from an Authority for the External Building Works; or
- (b) two (2) years from the date the Approval is granted.

3.14 Breach of Code

3.14.1 The Body Corporate may serve a written notice (**Code Breach Notice**) on any Occupier requiring the Occupier to remedy (within the reasonable time set out in the notice) any failure to comply with:

- (a) this Code, including the requirements of this Part 3 and the Standards in Part 4; and
- (b) any Approval (including conditions of the Approval).

3.14.2 If the Occupier does not comply with the Code Breach Notice within the period set out in the Code Breach Notice, the Body Corporate may (without prejudice to any other rights it may have) remedy the non-compliance (including by removing any non-complying External Building Works), and for this purpose may enter upon any part of the Scheme Land. If the Body Corporate remedies any non-compliance, the Body Corporate is entitled to recover any money spent by the Body Corporate against the defaulting owner as a debt.

3.15 Indemnity

Each Occupier indemnifies the Body Corporate against all claims, losses, damages, costs and expenses which may be sustained or suffered by the Body Corporate as a result of the Occupier's failure to comply with this Code (including the requirements of this Part 3 Standards in Part 4) or any Approval (including conditions of an Approval).

PART 4 – STANDARDS

EXTERNAL APPEARANCE

Intent

The built form has been designed by an architect. The theme of the Scheme as reflected in the approved drawings forming part of the development approval is to be preserved.

Balconies and terraces

1. All balconies and terraces are to remain unenclosed with no shutters, glazing, louvres, screens, blinds, awnings, trellis or similar permanent structures or installations (whether for the whole or any part thereof) other than those in place on establishment of the Scheme or as installed on behalf of the Original Owner.
2. Occupiers must not, unless approved in writing by the Body Corporate (following a recommendation from the ARC) install any:
 - (a) screens, matting or other materials which may block or obstruct any glass balustrades or other elements;
 - (b) pool, spa or sauna on the balcony of the Lot; or
 - (c) air-conditioning condensers or fans on balconies.

LANDSCAPING

Intent

The landscaping of the Scheme has been designed by a landscape architect to complement the building design and cater for site characteristics in regards to weather conditions. The intent and integrity of the landscaping in place is to be maintained.

Exclusive use landscape areas

1. Exclusive use landscape areas only be used for residential landscaping purposes. Landscape areas, including plants and other items therein must be compatible with the landscaping of the Scheme generally.
2. Occupiers must not keep any oversized plants in landscaped areas. Landscaping must not interfere with the views from any other Lot or Common Property.
3. Occupiers must not:
 - (a) keep any items in an exclusive use landscape area which are of a decorative nature (including ornaments, sculptures or artwork of any kind);
 - (b) install any netting or caging, stakes, screening, fencing, matting, lights, umbrellas, furniture or like items (including by attaching items to any existing fixtures).
4. Occupiers must keep the:
 - (a) landscaping in good condition, including by:
 - (i) replacing any plants with similar plants in keeping with the landscaping of the Scheme generally; and
 - (ii) keeping plants appropriately watered;
 - (b) area in a clean and tidy condition, free from weeds, pests and vermin.
5. A person must affix to, alter, operate, damage or in any way deface any structure that forms part of the landscape area, without an Approval.

Planting palette

1. Any additional or replacement plants are to be from the following planting palette unless otherwise approved by the Body Corporate (following a recommendation from the ARC).

<i>Botanical name</i>	<i>Common Name</i>
Syzygium spp.	Lilly Pilly
Aloe 'Bush Baby Yellow' / 'Big Red'	Aloevera
Monstera deliciosa	Swiss Cheese Plant
Philodendron bipinnatifidum	Tree Philodendron
Raphiolepis 'Cosmic White'	Cosmic White Hawthorn
Rhapis excelsa	Lady Palm
Westringia fruticosa	Coastal Rosemary
Banksia spinulosa	Birthday Candles
Doryanthes palmeri	Giant Spear Lily
Grevillea 'Honey Gem'	Grevillea
Heliconia psittacorum 'Andromeda'	Elephant Ear
Alocasia brisbanensis	Spoon Lily
Agave attenuata	Century Plant
Crassula ovata	Jade Plant
Liriope 'Evergreen Giant'	Liriope
Lomandra 'Lime Tuff'	Lomandra
Philodendron 'Green Congo' / 'Rojo Congo'	Philodendron
Zamioculcas zamiifolia / zenzi	Zanzibar Gem
Dianella 'Little Jess'	Blue Flax Lily

2. No plants are to have the ability to grow more than 1.5m in height in consideration of views from other lots and Common Property.

DECORATIVE LIGHTING AND SIGNAGE

Occupiers must not install or display 'fairy' lights, decorative lighting or other decorative or signage elements on Lots (including balconies, terraces and exclusive use landscape areas) of any kind, other than any Christmas decorations which are in place for the period only between 1 December in one year to 6 January in the following year.

SAMPLE
FOR REFERENCE
ONLY 06.08.2025

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Note: At the time of preparation of this draft CMS, the Seller may not have determined all allocations of exclusive use areas. The Seller may make additional allocations at any time, including before the Scheme is established or after the Scheme is established in accordance with the Seller's entitlement under the By-Laws in relation to authorised allocations.

Lot on Plan	Note regarding car park type	By-Law 33 – <u>Car Parking Exclusive Use Area on Plan attached marked 'PLAN A'</u>	By-Law 34 – <u>Storage Exclusive Use Area on Plan attached marked 'PLAN A'</u>	By-Law 35 – <u>Landscaping Exclusive Use Area on Plan attached marked 'PLAN A'</u>
Lot 1 on SP355771	Garage – within lot			E1A, E1B
Lot 2 on SP355771	Garage – within lot			E2
Lot 3 on SP355771	Garage – within lot			E3
Lot 4 on SP355771	Garage – within lot			E4
Lot 5 on SP355771	Garage – within lot			E5
Lot 6 on SP355771	Garage – within lot			E6
Lot 7 on SP355771	Garage – within lot			E7
Lot 8 on SP355771	Garage – within lot			E8
Lot 9 on SP355771	Garage – within lot			E9
Lot 10 on SP355771	Garage – within lot			E10
Lot 11 on SP355771	Garage – within lot			E11
Lot 12 on SP355771	Garage – within lot			E12A, E12B
Lot 13 on SP355771	Split Parks	C258, C276		E13
Lot 14 on SP355771	Side By Side	C256, C257		E14
Lot 15 on SP355771	Side By Side	C181, C182		
Lot 16 on SP355771	Side By Side	C183, C184	S18	E16
Lot 17 on SP355771	Side By Side	C185, C186	S19	E17
Lot 18 on SP355771	Side By Side - Split by entrance	C187, C188	S20	E18
Lot 19 on SP355771	Side By Side	C189, C190	S21	E19
Lot 20 on SP355771	Side By Side - Split by entrance	C193, C194		E20
Lot 21 on SP355771	Side By Side	C195, C196	S22, S23	E21
Lot 22 on SP355771	Side By Side	C197, C198	S25	E22
Lot 23 on SP355771	Split Parks	C199, C212		
Lot 24 on SP355771	Side By Side	C213, C214		E24
Lot 25 on SP355771	Side By Side	C274, C275		E25
Lot 26 on SP355771	Split Parks	C273, C296		E26

Lot on Plan	Note regarding car park type	By-Law 33 – Car Parking Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 34 – Storage Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 35 – Landscaping Exclusive Use Area on Plan attached marked 'PLAN A'
Lot 27 on SP355771	Side By Side	C294, C295	S50	
Lot 28 on SP355771	Side By Side - Split by entrance	C291, C292	S49	
Lot 29 on SP355771	Side By Side	C287, C288	S48	
Lot 30 on SP355771	Side By Side	C284, C285	S47	
Lot 31 on SP355771	Side By Side - Split by entrance	C280, C281	S46	
Lot 32 on SP355771	Side By Side	C277, C278	S45	
Lot 1031 on SP355771	Tandem	C107T, C108T		
Lot 1032 on SP355771	Tandem	C87T, C88T	S14	
Lot 1033 on SP355771	Side By Sid	C313, C314		
Lot 1034 on SP355771	Single	C128		
Lot 1035 on SP355771	Side By Side	C334, C335		
Lot 1036 on SP355771	Single	C132		
Lot 1037 on SP355771	Single	C131		
Lot 1041 on SP355771	Tandem	C105T, C106T		
Lot 1042 on SP355771	Side By Side	C342, C343		
Lot 1043 on SP355771	Side By Side	C311, C312		
Lot 1044 on SP355771	Single	C127		
Lot 1045 on SP355771	Side By Side	C332, C333		
Lot 1046 on SP355771	Tandem	C7T, C8T		
Lot 1047 on SP355771	Single	C130		
Lot 1051 on SP355771	Tandem	C103T, C104T		
Lot 1052 on SP355771	Side By Side	C340, C341		
Lot 1053 on SP355771	Side By Side	C191, C192		
Lot 1054 on SP355771	Single	C121		
Lot 1055 on SP355771	Side By Side	C289, C290		
Lot 1056 on SP355771	Tandem	C9T, C10T		
Lot 1057 on SP355771	Single	C129		
Lot 1061 on SP355771	Tandem	C101T, C102T		
Lot 1062 on SP355771	Side By Side	C338, C339		

Lot on Plan	Note regarding car park type	By-Law 33 – Car Parking Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 34 – Storage Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 35 – Landscaping Exclusive Use Area on Plan attached marked 'PLAN A'
Lot 1063 on SP355771	Side By Side - Column Between	C55, C56		
Lot 1064 on SP355771	Single	C125		
Lot 1065 on SP355771	Side By Side - Column Between	C57, C58		
Lot 1066 on SP355771	Tandem	C11T, C12T		
Lot 1067 on SP355771	Single	C126		
Lot 1071 on SP355771	Tandem	C99T, C100T		
Lot 1072 on SP355771	Side By Side	C336, C337		
Lot 1073 on SP355771	Side By Side	C51, C52		
Lot 1074 on SP355771	Single	C286		
Lot 1075 on SP355771	Side By Side	C53, C54		
Lot 1076 on SP355771	Tandem	C13T, C14T		
Lot 1077 on SP355771	Single	C124		
Lot 1081 on SP355771	Tandem	C97T, C98T		
Lot 1082 on SP355771	Side By Side	C309, C310	S53	
Lot 1083 on SP355771	Side By Side	C205, C206		
Lot 1084 on SP355771	Tandem	C93T, C94T		
Lot 1085 on SP355771	Side By Side	C266, C267		
Lot 1086 on SP355771	Split Parks	C315, C316		
Lot 1087 on SP355771	Single	C123		
Lot 1091 on SP355771	Tandem	C85T, C86T		
Lot 1092 on SP355771	Split Parks	C272, C293		
Lot 1093 on SP355771	Side By Side	C268, C269		
Lot 1094 on SP355771	Tandem	C91T, C92T		
Lot 1095 on SP355771	Side By Side	C270, C271		
Lot 1096 on SP355771	Side By Side	C317, C318		
Lot 1097 on SP355771	Single	C122		
Lot 1101 on SP355771	Tandem	C95T, C96T		
Lot 1102 on SP355771	Side By Side	C59, C60		
Lot 1103 on SP355771	Side By Side	C30, C31		

Lot on Plan	Note regarding car park type	By-Law 33 – Car Parking Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 34 – Storage Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 35 – Landscaping Exclusive Use Area on Plan attached marked 'PLAN A'
Lot 1104 on SP355771	Tandem	C89T, C90T		
Lot 1105 on SP355771	Side By Side	C210, C211	S29	
Lot 1106 on SP355771	Side By Side	C344, C345		
Lot 1107 on SP355771	Single	C331		
Lot 1111 on SP355771	Side by Side by Side	C32, C33, C34		
Lot 1112 on SP355771	Side by Side by Side	C249, C250, C251		
Lot 1113 on SP355771	Side by Side by Side	C225, C226, C227		
Lot 1114 on SP355771	Side by Side by Side	C207, C208, C209		
Lot 1115 on SP355771	Side by Side - Split	C232, C233		
Lot 1121 on SP355771	Side by Side by Side	C35, C36, C37		
Lot 1122 on SP355771	Side by Side by Side	C229, C230, C231	S31, S32	
Lot 1123 on SP355771	Side by Side by Side	C252, C253, C254		
Lot 1124 on SP355771	Side by Side - Split	C247, C248, C228	S30	
Lot 1125 on SP355771	Side by Side - Split	C15, C16		
Lot 2031 on SP355771	Tandem	C61T, C62T	S10	
Lot 2032 on SP355771	Tandem	C83T, C84T		
Lot 2033 on SP355771	Side By Side	C327, C328		
Lot 2034 on SP355771	Single	C113		
Lot 2035 on SP355771	Side By Side	C303, C304		
Lot 2036 on SP355771	Single	C109		
Lot 2037 on SP355771	Single	C110		
Lot 2041 on SP355771	Tandem	C63T, C64T		
Lot 2042 on SP355771	Side By Side	C321, C322		
Lot 2043 on SP355771	Side By Side	C329, C330		
Lot 2044 on SP355771	Single	C114		
Lot 2045 on SP355771	Side By Side	C305, C306		
Lot 2046 on SP355771	Tandem	C5T, C6T		
Lot 2047 on SP355771	Single	C111		
Lot 2051 on SP355771	Tandem	C65T, C66T		

Lot on Plan	Note regarding car park type	By-Law 33 – Car Parking Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 34 – Storage Exclusive Use Area on Plan attached marked 'PLAN A'	By-Law 35 – Landscaping Exclusive Use Area on Plan attached marked 'PLAN A'
Lot 2052 on SP355771	Side By Side	C301, C302		
Lot 2053 on SP355771	Side By Side	C41, C42		
Lot 2054 on SP355771	Single	C116		
Lot 2055 on SP355771	Side By Side	C39, C40		
Lot 2056 on SP355771	Tandem	C3T, C4T		
Lot 2057 on SP355771	Single	C112		
Lot 2061 on SP355771	Tandem	C67T, C68T		
Lot 2062 on SP355771	Side By Side	C323, C324		
Lot 2063 on SP355771	Side By Side	C262, C263		
Lot 2064 on SP355771	Single	C117		
Lot 2065 on SP355771	Side By Side	C43, C44		
Lot 2066 on SP355771	Tandem	C1T, C2T		
Lot 2067 on SP355771	Single	C115		
Lot 2071 on SP355771	Tandem	C69T, C70T		
Lot 2072 on SP355771	Side By Side	C325, C326		
Lot 2073 on SP355771	Side By Side	C45, C46		
Lot 2074 on SP355771	Side By Side	C119, C120		
Lot 2075 on SP355771	Side By Side	C264, C265		
Lot 2076 on SP355771	Split Parks	C259, C279		
Lot 2077 on SP355771	Single	C118		
Lot 2081 on SP355771	Tandem	C71T, C72T		
Lot 2082 on SP355771	Side By Side	C307, C308		
Lot 2083 on SP355771	Side By Side	C49, C50	S08	
Lot 2084 on SP355771	Tandem	C77T, C78T		
Lot 2085 on SP355771	Side By Side	C47, C48		
Lot 2086 on SP355771	Side By Side	C319, C320		
Lot 2087 on SP355771	Single	C202	S28	
Lot 2091 on SP355771	Tandem	C73T, C74T		
Lot 2092 on SP355771	Side By Side	C282, C283		

Lot on Plan	Note regarding car park type	By-Law 33 – <u>Car Parking Exclusive Use Area on Plan attached marked 'PLAN A'</u>	By-Law 34 – <u>Storage Exclusive Use Area on Plan attached marked 'PLAN A'</u>	By-Law 35 – <u>Landscaping Exclusive Use Area on Plan attached marked 'PLAN A'</u>
Lot 2093 on SP355771	Side By Side	C200, C201		
Lot 2094 on SP355771	Tandem	C79T, C80T		
Lot 2095 on SP355771	Side By Side	C203, C204		
Lot 2096 on SP355771	Side By Side	C297, C298		
Lot 2097 on SP355771	Single	C234		
Lot 2101 on SP355771	Tandem	C75T, C76T		
Lot 2102 on SP355771	Side By Side	C260, C261		
Lot 2103 on SP355771	Side By Side	C215, C216		
Lot 2104 on SP355771	Tandem	C81T, C82T		
Lot 2105 on SP355771	Side By Side	C217, C218	S33	
Lot 2106 on SP355771	Side By Side	C299, C300		
Lot 2107 on SP355771	Single	C17		
Lot 2111 on SP355771	Side by Side by Side	C21, C22, C23		
Lot 2112 on SP355771	Side by Side by Side	C235, C236, C237		
Lot 2113 on SP355771	Side by Side by Side	C238, C239, C240		
Lot 2114 on SP355771	Side by Side by Side	C244, C245, C246		
Lot 2115 on SP355771	Side by Side by Side	C221, C222		
Lot 2121 on SP355771	Side by Side by Side	C18, C19, C20		
Lot 2122 on SP355771	Side by Side by Side	C24, C25, C26		
Lot 2123 on SP355771	Side by Side by Side	C27, C28, C29		
Lot 2124 on SP355771	Side by Side by Side	C241, C242, C243		
Lot 2125 on SP355771	Side by Side by Side	C219, C220	S34	

PROPERTY DESCRIPTION

Lot 1 on RP128787
 117 Victoria Street, West End

PLAN A

"RIVARA" CTS

RIVARA
 WEST END

*For Exclusive Use Areas,
 See Sheet 2*

NOTE!
 This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett and Bennett Group accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.



RP124664

Common Property
 SP355771

BEESLEY STREET

STREET

FILMER STREET

VICTORIA STREET

Emt A.
 SP359051
 (Restricted)

CP
 SP227491

Scale 1:800



Notes:

1. Drawn to scale on A4 sheet.
2. All storage areas are bound by GI wire Mesh fencing and face of wall unless otherwise shown.
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP355771.
5. Revision B: Easement A Added 08/07/2025 (BRJ).



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 GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS
www.bennettandbennett.com.au

Title:
**Plan of Exclusive Use Areas
 C1T-C14T, C15-C60, C61T-C108T,
 C109-C132, E13, E14, E16-E22,
 E24-E26 & S1-S16**

in part of the Common Property on
 Level A (Ground/Level 1) on SP355771
 "RIVARA" CTS

Client: **TRADERS IN PURPLE
 PTY LTD**

Locality: WEST END
 Local Gov: BCC Prepared By: DJL
 Surveyed By: Approved: MJT
 Date Created: 04/07/2025 Scale: 1:800
 Comp File: 200246.project
 Plan No: **200246_003_EXC**

PLAN A - EXCLUSIVE USE PLAN

"RIVARA" CTS

Storage Areas

Identifier	Area (m ²)
E13	4
E14	4
E16	6
E17	6
E18	6
E19	6
E20	6
E21	6
E22	6
E24	4
E25	4
E26	4

Identifier	Area (m ²)
S1	3
S2	3
S3	3
S4	3
S5	3
S6	2
S7	2
S8	3

Storage Areas (cont)

Identifier	Area (m ²)
S9	5
S10	4
S11	5
S12	4
S13	3
S14	2
S15	2
S16	2

Carpark Areas

Identifier	Area (m ²)
C1T	13
C2T	13
C3T	13
C4T	13
C5T	14
C6T	14
C7T	15
C8T	15
C9T	13
C10T	13
C11T	13
C12T	13
C13T	14
C14T	13
C15	15
C16	14
C17	14
C18	14
C19	13
C20	15
C21	14
C22	13
C23	15
C24	14
C25	13
C26	15
C27	14
C28	13
C29	13
C30	13
C31	14
C32	14
C33	13
C34	14
C35	13
C36	13
C37	15
C38	14
C39	13
C40	14
C42	14
C43	14
C44	14

Carpark Areas (cont)

Identifier	Area (m ²)
C45	14
C46	14
C47	14
C48	14
C49	13
C50	14
C51	13
C52	14
C53	14
C54	14
C55	14
C56	14
C57	14
C58	13
C59	14
C60	14
C61T	13
C62T	13
C63T	13
C64T	13
C65T	13
C66T	13
C67T	14
C68T	14
C69T	14
C70T	14
C71T	13
C72T	13
C73T	14
C74T	14
C75T	14
C76T	14
C77T	13
C78T	13
C79T	14
C80T	14
C81T	14
C82T	14
C83T	13
C84T	13
C85T	13
C86T	13
C87T	15
C88T	15

Carpark Areas (cont)

Identifier	Area (m ²)
C89T	14
C90T	14
C91T	13
C92T	13
C93T	14
C94T	14
C95T	14
C96T	14
C97T	13
C98T	13
C99T	14
C100T	14
C101T	14
C102T	14
C103T	13
C104T	13
C105T	14
C106T	14
C107T	14
C108T	14
C109	14
C110	13
C111	13
C112	14
C113	14
C114	13
C115	14
C116	14
C117	13
C118	14
C119	14
C120	13
C121	13
C122	15
C123	14
C124	13
C125	14
C126	14
C127	13
C128	14
C129	14
C130	13
C131	14
C132	14

PROPERTY DESCRIPTION

Lot 1 on RP128787
117 Victoria Street, West End

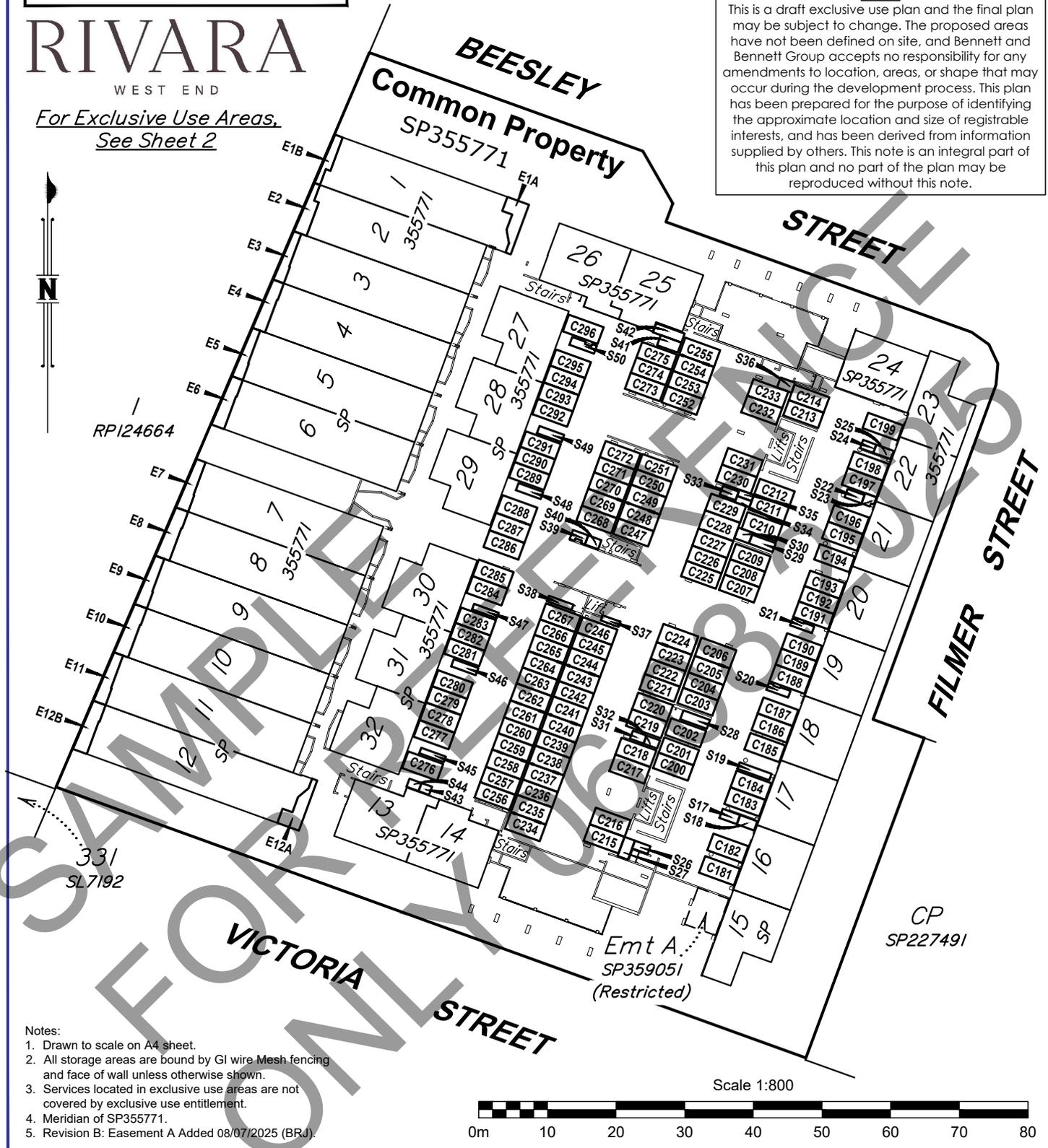
PLAN A

"RIVARA" CTS

RIVARA
WEST END

*For Exclusive Use Areas,
See Sheet 2*

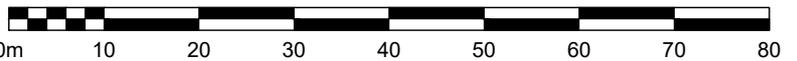
NOTE!
This is a draft exclusive use plan and the final plan may be subject to change. The proposed areas have not been defined on site, and Bennett and Bennett Group accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.



Notes:

1. Drawn to scale on A4 sheet.
2. All storage areas are bound by GI wire Mesh fencing and face of wall unless otherwise shown.
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP355771.
5. Revision B: Easement A Added 08/07/2025 (BRJ).

Scale 1:800



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Title:
**Plan of Exclusive Use Areas
C181-C296, E1A, E1B, E2-E11,
E12A, E12B & S17-S50**
in part of the Common Property on
Level B (Level 2) on SP355771
"RIVARA" CTS

Client: **TRADERS IN PURPLE
PTY LTD**

Locality:	WEST END
Local Gov:	BCC
Prepared By:	DJL
Surveyed By:	Approved: MJT
Date Created:	04/07/2025
Scale:	1:800
Comp File:	200246.project
Plan No:	200246_004_EXC

PLAN A - EXCLUSIVE USE PLAN

"RIVARA" CTS

Storage Areas

Identifier	Area (m ²)
E1A	15
E1B	9
E2	12
E3	10
E4	13
E5	11
E6	14
E7	12
E8	15
E9	12
E10	15
E11	12
E12A	15
E12B	15

Identifier	Area (m ²)
S17	4
S18	4
S19	5
S20	3
S21	3
S22	3
S23	3
S24	3
S25	3
S26	3
S27	5
S28	6
S29	5
S30	4
S31	3
S32	3
S33	3

Storage Areas (cont)

Identifier	Area (m ²)
S34	2
S35	2
S36	3
S37	2
S38	3
S39	3
S40	3
S41	5
S42	6
S43	2
S44	2
S45	3
S46	4
S47	3
S48	4
S49	4
S50	4

Carpark Areas

Identifier	Area (m ²)
C181	14
C182	14
C183	14
C184	14
C185	14
C186	14
C187	14
C188	14
C189	14
C190	13
C191	13
C192	13
C193	13
C194	13
C195	14
C196	14
C197	14
C198	14
C199	13
C200	13
C201	13
C202	14
C203	13
C204	13
C205	14
C206	15
C207	13
C208	13
C209	13
C210	14
C211	13
C212	13
C213	13
C214	13
C215	14
C216	14
C217	14
C218	14
C219	14

Carpark Areas (cont)

Identifier	Area (m ²)
C220	14
C221	13
C222	13
C223	14
C224	15
C225	13
C226	13
C227	14
C228	15
C229	14
C230	14
C231	14
C232	14
C233	14
C234	14
C235	15
C236	13
C237	14
C238	15
C239	13
C240	14
C241	15
C242	13
C243	14
C244	14
C245	13
C246	13
C247	13
C248	14
C249	15
C250	13
C251	13
C252	14
C253	13
C254	14
C255	14
C256	13
C257	13
C258	15

Carpark Areas (cont)

Identifier	Area (m ²)
C259	14
C260	14
C261	14
C262	14
C263	14
C264	14
C265	14
C266	13
C267	14
C268	13
C269	14
C270	14
C271	13
C272	14
C273	14
C274	13
C275	13
C276	14
C277	14
C278	15
C279	14
C280	14
C281	13
C282	13
C283	13
C284	14
C285	14
C286	14
C287	15
C288	15
C289	13
C290	13
C291	13
C292	13
C293	14
C294	14
C295	14
C296	14

PROPERTY DESCRIPTION

Lot 1 on RP128787
 117 Victoria Street, West End

PLAN A

"RIVARA" CTS

RIVARA
 WEST END

*For Exclusive Use Areas,
 See Sheet 2*



RP124664

331
 SL7192

VICTORIA STREET

BEESLEY STREET

STREET

FILMER STREET

Common Property
 SP355771

CP
 SP227491

Notes:

1. Drawn to scale on A4 sheet.
2. All storage areas are bound by GI wire Mesh fencing and face of wall unless otherwise shown.
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP355771.
5. Revision A: Original Issue 04/07/2025 (DJL).

Scale 1:800



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Title:
**Plan of Exclusive Use Areas
 C297-C345 & S51-S62**

in part of the Common Property on
 Level C (Level 2 Mezzanine) on SP355771
 "RIVARA" CTS

Client: **TRADERS IN PURPLE
 PTY LTD**

Locality:	WEST END
Local Gov:	BCC
Prepared By:	DJL
Surveyed By:	Approved: MJT
Date Created:	04/07/2025
Scale:	1:800
Comp File:	200246.project
Plan No:	200246_005_EXC

PLAN A - EXCLUSIVE USE PLAN

"RIVARA" CTS

Storage Areas

Identifier	Area (m ²)
S51	2
S52	3
S53	2
S54	2
S55	2
S56	5
S57	6
S58	4
S59	2
S60	4
S61	5
S62	2

Carpark Areas

Identifier	Area (m ²)
C297	13
C298	13
C299	15
C300	15
C301	13
C302	14
C303	15
C304	13
C305	14
C306	14
C307	13
C308	13
C309	14
C310	14
C311	13
C312	14
C313	15
C314	13
C315	13
C316	13
C317	13
C318	13
C319	15
C320	14
C321	13

Carpark Areas (cont)

Identifier	Area (m ²)
C322	14
C323	14
C324	13
C325	14
C326	14
C327	13
C328	14
C329	14
C330	13
C331	13
C332	14
C333	15
C334	15
C335	15
C336	14
C337	13
C338	14
C339	14
C340	13
C341	14
C342	14
C343	13
C344	14
C345	15

PROPERTY DESCRIPTION

Lot 1 on RP128787
 117 Victoria Street, West End

PLAN B

"RIVARA" CTS

RIVARA

WEST END

UTILITY SERVICES

LEGEND

- C — Comms/Data
- S — Sewer
- SW — Stormwater
- UE — U/G Elec
- W — Water



RP124664

Common Property
 SP355771

NOTE!
 This is a draft service location diagram and the final plan may be subject to change. Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

331
 SL 7192

VICTORIA STREET

STREET

STREET

FILMER STREET

CP
 SP227491

Scale 1:800



- Notes:
1. Drawn to Scale on A4 sheet.
 2. This service location diagram shows the indicative location of utility services within the Common Property external to any building or structures as required by section 66(1) of the BCCM Act and should not be used for any other purpose.
 3. Services shown are plotted from plans provided by the builder & not verified by field survey.
 4. Secondary Interests are not shown.
 5. Revision B: Easement A Added 08/07/2025 (BRJ)



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

Title:
Services Location Diagram
 in the Common Property on
 SP355771 of "RIVARA" CTS

Client: **TRADERS IN PURPLE
 PTY LTD**

Locality:	WEST END		
Local Gov:	BCC	Prepared By:	DJL
Surveyed By:		Approved:	MJT
Date Created:	04/07/2025	Scale:	1:800
Comp File:	200246.project		
Plan No:	200246_008_SLD		

Body corporate agreements

It is proposed the Body Corporate will enter into:

1. Body Corporate Manager's Agreement;
2. Caretaking and Letting Agreement;
3. Parcel locker service agreement;
4. Facilities management plan (Ocean Protect); and
5. Alarm Agreement.

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Proposed Body Corporate Manager's Agreement

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Administration Agreement: Engagement of a Body Corporate Manager

This Agreement is made on _____ day of _____ 20____Choose an item.

BETWEEN

BODY CORPORATE FOR Rivara

CTS TBA

Address

AND

ERNST BODY CORPORATE MANAGEMENT PTY LTD ACN 010 209 784 of LEVEL 2, HQ SOUTH, 520 WICKHAM STREET, FORTITUDE VALLEY QUEENSLAND 4006

(the "MANAGER")

(the "BODY CORPORATE")

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the Body Corporate Manager may be terminated only in accordance with Clause 12.

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - see Clause 3.

All costs expressed in dollar (\$) terms **exclude** any applicable GST – see Clause 14.

Any special conditions to this Agreement appear in Item J.

Tel: (07) 3620 0600 Fax: (07) 3620 0610 Email: brisbane@ebcm.com.au



STANDARD CONDITIONS

1. INTRODUCTION

- 1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- 1.3 Unless the context otherwise permits -
- a) "Act" means the Body Corporate and Community Management Act (Qld) 1997;
 - b) "Additional Services" means those services stated in Item G of the Reference Schedule;
 - c) "Agreed Services" means those services stated in Item F of the Reference Schedule;
 - d) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;
 - e) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;
 - f) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;
 - g) "Disbursements" means the disbursements listed in Item E of the Reference Schedule;
 - h) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item I of the Reference Schedule;
 - i) "Privacy Act" means the *Privacy Act 1988* (Cth);
 - j) "Reference Schedule" means the reference schedule annexed to this Agreement;
 - k) "Review Date" means each anniversary of the commencement date of this Agreement;
 - l) "Scheme" means the community title scheme for which the Body Corporate is the Body Corporate;
 - m) "Special Conditions" means the special conditions noted in Item J of the Reference Schedule;
 - n) "Standard Conditions" means the standard conditions applying to this Agreement;

o) "Term" means the term set out in Item A of the Reference Schedule.

1.4 A reference to an Item is a reference to the applicable item in the Reference Schedule.

1.5 This Agreement comprises the:

- a) Standard Conditions;
- b) Special Conditions (if any); and
- c) Reference Schedule.

1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

2. WHAT IS THIS AGREEMENT?

2.1 The Body Corporate appoints the Manager as the Body Corporate Manager for the Scheme and the Manager accepts the appointment.

2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services, where applicable), to the Body Corporate.

2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.

2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance Agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Manager is appointed for the Term.

4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

4.1 The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.

4.2 The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate's request.

4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services.

- 4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.
- 4.5 The Manager will at all times comply with:
- a) the Act;
 - b) the Module;
 - c) the code of conduct in the Act applying to Body Corporate Managers; and
- 4.6 The Body Corporate will use its best endeavours to ensure the voting committee members are at all times aware of their obligations under the Act and shall comply with the code of conduct in the Act applying to voting committee members.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

- 5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.
- 5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.
- 5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.
- 5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.
- 5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:
- a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
 - b) relieve the Body Corporate or the Committee of their statutory functions.
- 5.6 The Body Corporate specifically authorises the Manager to:
- a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
 - b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
 - c) pay insurance premiums from the Body Corporate's funds; and
 - d) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

- 5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

- 6.1 The Body Corporate must pay the Manager:
- a) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;
 - b) for the performance of the Additional Services – the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and
 - c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.
- 6.2 The Manager may:
- a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
 - b) keep fees received by it for:
 - (a) information which the Manager must supply about the Body Corporate under the Act or the Module (eg an information certificate under section 205 of the Act);
 - (b) services supplied at the request of lot owners (eg information required to prepare a disclosure statement under section 206 of the Act); and
 - c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.
- 6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services and Disbursements to an amount which is the greater of:

- a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Reference Schedule Item D;
- b) The amount calculated using the following formula:

$$A \times \frac{B}{C}$$

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C is the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

8.1 If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and /or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

- a) if the Manager is aware of the proposed contract before the contract is entered into; or
- b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purpose of clause 8.1 and the disclosure requirement in the Module.

8.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

- a) the details (including commission, payment or other benefit) or any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item H and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or
- b) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE AND INDEMNITY BY THE BODY CORPORATE

9.1 The Body Corporate:

- a) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager; and
- b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate) arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager.

10. BODY CORPORATE WARRANTY

10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.

11. TRANSFER OF THIS AGREEMENT

11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

12. TERMINATING THIS AGREEMENT

12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.

12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days' written notice to the Body Corporate.

12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:

- a) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
- b) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.

13. BODY CORPORATE RECORDS

13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.

13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.

13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.

14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does

not include any GST that may be payable on the supply for which the fee or consideration is paid.

14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.

15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

16.1 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

REFERENCE SCHEDULE

A. TERM (clause 3) **3 years**

commencing on: TBC

and ending on: TBC

Does the Manager have professional indemnity insurance? YES

If so, how much? \$10,000,000.00

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be \$135.00 per lot per annum

Per annum payable in advance on the basis indicated right Quarterly

C. ADDITIONAL FEES

Hourly Rates

Director(s)/General Manager	per hour	\$300.00
Senior Body Corporate Manager (BCM)	per hour	\$250.00
Body Corporate Manager (BCM)	per hour	\$220.00
Assistant BCM	per hour	\$185.00
Accountant	per hour	\$200.00
Insurance Staff	per hour	\$185.00
Administrative Staff	per hour	\$150.00

Tax, GST and Audit

Preparation of information for audit of records (up to 30 Lots)	\$250.00
Preparation of information for audit of records (31 Lots and above)	\$10.00/Lot
Preparation of information per Business Activity Statement (BAS) (up to 100 Lots)	\$275.00
Preparation of information per Business Activity Statement (BAS) (101 Lots and above)	\$375.00
Preparation of information for Income Tax Return	\$375.00
Preparation of information for Non-Lodgement Advice to ATO	\$60.00

Insurance

The below fees are not applicable if insurance placed through broker associated with Ernst Body Corporate Management.

Insurance Claim Processing	At hourly rates
Insurance Renewal Negotiation	At hourly rates

D. FIXED PERCENTAGE INCREASE

The fixed percentage increase is 5%.

E. DISBURSEMENTS

Disbursement for Agreed Services are:

Option A flat rate \$70.00 Choose sec fee structure

Excluding archive and communication costs

Option B cost per item

Per annum payable in advance on the basis indicated right Quarterly

Printing, Postage and Stationery

"Printing Postage and Stationery" (If Disbursements Option B is selected, these fees are excluded from Agreed Services. These fees will apply for any Additional Services)

Photocopying (1 x single-sided copy)	\$0.60
Levy/Arrears notice	\$0.60
Cheque / EFT	\$0.60
Photocopying (A3 and other)	\$1.10
Computer laser prints – A4 page	\$0.30
Stationery (including all Envelopes)	at cost
Postage	Australia Post rates

These charges are subject to change

Electronic and Hard Copy Storage

Electronic and Hard Copy Archive storage fee (per Lot per year)	\$10.00
Per annum payable in advance on the basis indicated right	Quarterly

Miscellaneous

Software Licence (per Lot per year)	Invoice directly by Service Provider
Communication Fee (per Lot per quarter)	\$6.25

Communication costs include (without limit) – all faxes received/issued all emails received/issued, all STD/IDD charges for both phone and fax; all mobile phone call charges; and all local telephone call charges.

F. AGREED SERVICES

The agreed services are as follows:

Secretarial

- Convene and attend the Annual General Meeting up to the number of hours. **Two (2)**
- Call nominations for the position of executive and ordinary members of the Committee.
- Prepare and distribute the notice of Annual General Meeting and ancillary documentation (Statutory Motions and BCM Administrative Agreement).
- Record and distribute minutes of Annual General Meeting.
- Record, prepare and distribute notices and minutes for Committee Meetings based upon the following number of meetings **Four (4)**
- Attend Committee Meetings based upon the following number of meetings **Four (4)**
- Up to the following number of hours per meeting **Two (2)**
- Arrange for the appointment of a returning officer

Financial

- Open, maintain and operate a bank account for the Administrative Fund and the Sinking Fund.
- Prepare a Statement of Accounts for each financial year.
- Prepare a draft Budget for each financial year.
- Issue notices to Lot Owners for payment of contributions (up to 4/financial year).
- Receipt and bank same number of Levy payments as notices issued.
- Process and pay accounts.

Administrative

- Establish and maintain the roll and the statutory registers.
- Maintain and keep statutory records.
- Make available the records for inspection.

G. ADDITIONAL SERVICES

- Any Agreed Services required to be undertaken outside of normal business hours (8.30am to 5.00pm) are charged at the applicable hourly rate.
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service.
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service.
- Any reasonable and lawful request by a Statutory Authority or other Third Party which is not stated as an Agreed Service.
- Prepare and distribute other Levy notices (e.g. special levies, utility, second debtors and other on charging notices).
- Open/Close/Rollover term investment account \$55.00 (each action)
- Invoice to Lot or third party \$15.00
- Utility Integration At hourly rates
Arrange for utility information to be integrated into the scheme's financial statements
- Quotations for maintenance work At hourly rates
- Maintenance work orders At hourly rates
- Travel to meetings onsite ATO travel rates
Other unspecified items or duties as performed from time to time by Ernst Body Corporate Management at the cost nominated by Ernst
- Building Close Down Fee At hourly rates
- Building Setup Fee 0-50 lots - \$250.00
50+ lots - \$500.00

Arrears

As per legislation, all reasonable debt recovery fees are on charged to the lot.

- First Levy arrears notice \$40.00
- Second Levy arrears notice and recovery action / monthly arrears \$70.00
- Final demand letter \$180.00
- Recovery action brief At hourly rates
- Arrears monitoring/payment plans At hourly rates

H. DISCLOSURE OF COMMISSION

Providers of services that pay a commission to the Manager

Name of Company: Body Corporate Brokers

Commission detail: As authorised representatives 20%

"Commission (20% as authorised representative) and/or fees as disclosed in the applicable Financial Services Guide."

I. RELEVANT MODULE

- Standard Commercial
 Accommodation Small Schemes

J. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)

Administration Agreement: Engagement of a Body Corporate Manager

Execution by Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

Electronic Execution

The parties agree that this Agreement and any or similar or associated documents that are required to be signed by any Authorised Signatory for and on behalf of each party, may be signed, and are taken to have been signed, by that person using an electronic or digital signature.

Signed for and on behalf of the Body Corporate for Rivara CTS [Click here to enter text.](#) by its duly authorised representatives:

Signature Position: Choose an item.

Print Name

Signature Position: Choose an item.

Print Name

Each of the persons above warrant that they hold the positions stated above and are duly authorised to sign this agreement on behalf of the Body Corporate.

EXECUTED
pursuant to Section 126 of the Corporations Act 2001

Signature of Authorised Agent signing of behalf of the Company

Choose Manager

Date

***Administration Agreement:
Engagement of a Body Corporate Manager***

THE BODY CORPORATE FOR:

Rivara **CTS** [Click here to enter text.](#)

Signature

Print Name

Designation

Signature

Print Name

Designation

Date

EXECUTED
pursuant to Section 126 of the Corporations Act 2001

Signature of Authorised Agent signing of behalf of the Company

Choose Manager

Date

Proposed Caretaking and Letting Agreement

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Caretaking and letting agreement

Rivara

—

Body Corporate for Rivara Community Titles Scheme
No. **[insert]** (Body Corporate)

[insert] (Manager)

—

SAMPLE REFERENCE
FOR ONLY 06.08.2025

Caretaking and letting agreement

Rivara

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Details

Date

Parties

Name	Body Corporate for Rivara Community Titles Scheme No. [insert]
Short form name	Body Corporate
Notice details	c/- Ernst Body Corporate Management, Level 2, HQ South, 520 Wickham Street, Fortitude Valley QLD 4006 Email: brisbane@ebcm.com.au Attention: Alan Buckle

Name	[insert] [if applicable, insert ACN]
ABN	[insert]
Short form name	Manager
Notice details	[insert] Email: [insert] Attention: [insert]

Background

- A The Act imposes responsibility on the Body Corporate to manage and maintain the Common Property and permits the Body Corporate to authorise a party to conduct a Letting Agent's Business.
- B The Body Corporate has resolved to engage the Manager to perform various management, maintenance and other services and to authorise the Manager to conduct a Letting Agent's Business for the Scheme, subject to the terms of this document.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Act means the *Body Corporate and Community Management Act 1997* (Qld).

Additional Duties means the specific duties set out in Schedule 2.

Additional Remuneration has the meaning given in clause 4.

Alternate Manager means an alternate manager nominated by the Manager under clause 6.2.

Annual Remuneration has the meaning given in clause 4.

ASIC means the Australian Securities and Investments Commission.

Building means any buildings contained within the Scheme.

Business Day means any week day which is not a public holiday in Brisbane, Queensland.

By-laws means the by-laws for the Scheme.

CMS means the community management statement of the Scheme.

Commencing Annual Remuneration means \$257,480 exclusive of GST. [*Note: This amount is calculated as \$1,570 per lot included in the Scheme*].

Committee means the committee of the Body Corporate constituted under the Act.

Common Property means the common property of the Scheme from time to time.

Controller has the meaning given in the *Corporations Act 2001* (Cth).

CPI means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics, or if that no longer exists then the index officially substituted for it.

Duties means the general and specific duties set out in Schedule 1.

Electronic Signature means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this document by electronic or mechanical means and indicates the person's intention to sign this document.

Electronically Signed has a corresponding meaning.

Facilitate means to carry out the following activities concerning a relevant party engaged by the Body Corporate as required to:

- (a) enable access to the Scheme;
- (b) provide direction (as instructed by the Body Corporate) regarding the work to be carried out,

but does not include:

- (a) supervising the quality of the work;
- (b) reviewing any work carried out; or
- (c) remaining with the relevant party while within the Scheme.

GST has the meaning given to it in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Law includes:

- (a) any statute, regulation, subordinate legislation, by-law, local law, ordinance, order, award or proclamation of the Commonwealth of Australia, any state or territory of Australia, or an authority; and

- (b) the common law and principles of equity.

Letting Agent's Business means:

- (a) the business of acting as the agent of Owners who choose to use the Manager's services for any or all of securing, negotiating and enforcing leases or other occupancy of lots included in the Scheme (including the collection of associated rent and tariffs); and
- (b) any ancillary businesses or activities contemplated by section 16(4) of the Act as determined by the Manager in its discretion.

Original Owner means 117 Victoria Street West End Pty Ltd ACN 672 851 679.

Owners means the owners of lots included in the Scheme.

Regulation Module means the regulation module under the Act which applies to the Scheme.

Related Persons means:

- (a) for a company - the company's directors and principal shareholders; and
- (b) for a partnership - the partners of the partnership.

Representative means a person appointed by the Body Corporate under clause 11.

RG 140 means ASIC Regulatory Guide 140 about strata schemes and management rights schemes, as amended from time to time and any ASIC regulatory guide that replaces or augments it.

Scheme means Rivara Community Titles Scheme No. [insert].

Term means a 10 year period starting on [insert] and ending on the [insert].

1.2 Interpretation

In this document, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to:
- (i) a clause, paragraph, schedule, information table or annexure is to a clause or paragraph of, or schedule, information table, or annexure to, this document, and a reference to this document includes any schedule, information table and annexure;
 - (ii) a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (iii) **A\$, \$A, dollar** or **\$** is to Australian currency;
 - (iv) a month means calendar month;
 - (v) time is to the time in Brisbane, Queensland;
 - (vi) a party is to a party to this document and includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - (vii) a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
 - (viii) a Law includes any consolidations, amendments, re-enactments or replacements of that Law; and
 - (ix) a document being signed or to a party being obliged to sign a document, will be treated as requiring that the document be executed or signed in a manner which is legally effective;
- (d) a party who is an undisclosed trustee is bound both personally and in its capacity as trustee;
- (e) headings are for reference only and do not affect interpretation;

- (f) unless stated otherwise, one clause does not limit the effect of another;
- (g) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (h) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (i) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (l) if an act under this document to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to have been done on the next Business Day;
- (m) where a period of time is:
 - (i) required to be calculated from or after a specific day, or after or from a day on which a specific event occurs, that day must not be included in the period; and
 - (ii) expressed to expire on or continue to a specified date, that date is included in the period.

2. Engagement of Manager as caretaker

- 2.1 The Body Corporate engages the Manager to perform the Duties (and if required, the Additional Duties) for the Term. The Manager is engaged as an independent contractor and not as an employee or agent of the Body Corporate.
- 2.2 This document is a combined engagement and authorisation for the purposes of section 117 of the Act.
- 2.3 The Manager accepts the engagement under clause 2.1 and agrees to perform the Duties (and if required, the Additional Duties).

3. Authorisation of Manager to conduct Letting Agent's Business

- 3.1 The Body Corporate authorises the Manager to conduct a Letting Agent's Business for the Term. The Manager may, but is not required to, conduct a Letting Agent's Business.
- 3.2 The parties acknowledge and agree that the Manager will not be paid by the Body Corporate for conducting any Letting Agent's Business.
- 3.3 The Manager accepts the authorisation under clause 3.1.
- 3.4 The Body Corporate:
 - (a) authorises the Manager to provide services for the sale of lots in the Scheme provided that the Manager holds the necessary licences to do so; and
 - (b) acknowledges that the Manager is entitled to engage in the sale and letting of lots outside of the Scheme.
- 3.5 The Manager may, but is not required to, use any lot in the Scheme in carrying out the Duties (and if required, the Additional Duties) and conducting any Letting Agent's Business.
- 3.6 In carrying out the Letting Agent's Business, the Manager must not:
 - (a) conduct, carry on or promote an arrangement using the lots included in the Scheme which is a strata scheme operation for the purposes of RG 140;

- (b) let or permit occupancy of any lot on behalf of an Owner for a period of less than 90 days.

4. Annual Remuneration

- 4.1 For the performance by the Manager of the Duties, the Body Corporate must pay annual remuneration to the Manager (or a party nominated by the Manager) in accordance with this clause 4 (**Annual Remuneration**).
- 4.2 The Body Corporate must pay the Annual Remuneration in arrears by way of consecutive calendar monthly instalments equal to one twelfth of the Annual Remuneration. The first instalment must be paid by no later than one month after the commencement of the Term, with subsequent instalments to be paid by no later than the corresponding day of every subsequent month.
- 4.3 The Annual Remuneration is:
- (a) during the first year of the Term, the Commencing Annual Remuneration; and
 - (b) for each subsequent year of the Term, the amount determined in accordance with clause 4.4.
- 4.4 At the commencement of the second and each subsequent year of the Term the Annual Remuneration must be reviewed for the relevant ensuing year and will be an amount equal to the greater of the following:

- (a) the amount represented by A in accordance with the following formula:

$$A = \frac{B}{C} \times AR$$

Where:

AR is the Annual Remuneration payable for the year of the Term immediately preceding the year for which the Annual Remuneration is to be calculated;

B is the CPI number for the quarter ending immediately before the date of commencement of the relevant year of the Term; and

C is the CPI number for the quarter ending immediately before the date of commencement of the year of the Term immediately preceding the year for which the Annual Remuneration is to be calculated; and

- (b) 104% of the Annual Remuneration payable for the year immediately preceding the year of the Term for which the Annual Remuneration is to be calculated.

- 4.5 For the performance by the Manager, if required, of the Additional Duties, the Body Corporate must pay hourly remuneration to the Manager (or a party nominated by the Manager) at the rate of \$60 per hour. The Manager must maintain and provide to the Body Corporate a log of the hours required to attend to the Additional Duties.
- 4.6 The Body Corporate must pay the Additional Remuneration monthly in arrears (following provision of a tax invoice, hours log and event log by the Manager).
- 4.7 For the second and each subsequent year of the Term, the hourly rate referred to in clause 4.5 must be reviewed for the relevant ensuing year in accordance with clause 4.4 (with references to the Annual Remuneration being to the hourly rate).

5. GST

- 5.1 In this clause 5:
- (a) except where the context requires otherwise, words or expressions used which are defined in the GST Act have the meanings given to them in that Act;
 - (b) a reference to a GST liability or input tax credit entitlement of a party includes a GST liability or input tax credit entitlement of the representative member of any GST group of which that party is a member; and

- (c) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 5.
- 5.2 Despite any other provision in this document if a party (**Supplier**) makes a supply under or in connection with this document on which GST is imposed (not being a supply the consideration for which is specifically described in this document as 'GST inclusive'):
- (a) the consideration payable or to be provided for that supply under this document but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable on the supply (**GST Amount**); and
- (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 5.3 If a payment to a party under this document is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of a GST group of which that party is a member, is entitled for that loss, cost or expense.
- 5.4 The Recipient need not make a payment of a GST Amount until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.
- 5.5 If an adjustment event occurs in relation to a taxable supply made under or in connection with this document then the consideration payable in respect of the supply shall also be adjusted as follows:
- (a) if the adjustment event gives rise to an increase in the GST payable by, or an increasing adjustment to, the Supplier in relation to the supply, a payment equal to that increase will be made by the Recipient to the Supplier; and
- (b) if the adjustment event gives rise to a decrease in the GST payable by, or a decreasing adjustment to, the Supplier in relation to the supply, a payment equal to that decrease will be made by the Supplier to the Recipient.

If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient within 10 Business Days of becoming aware of the adjustment event. Any payment that is required under this clause 5.5 will be made within 5 Business Days of the issuing of an adjustment note or an amended tax invoice, as the case may be, by the Supplier.

6. Staff and Alternate Manager

- 6.1 The Manager must perform the Duties (and if required, the Additional Duties) and conduct any Letting Agent's Business as follows:
- (a) if the Manager is a natural person - by the Manager personally or under the supervision of the Manager by its agents or staff; or
- (b) if the Manager is a company - by such number of officers, staff or agents as are reasonably required to perform either or both of the Duties and the Letting Agent's Business.
- 6.2 The Manager may at any time during the Term, by written notice to the Body Corporate, nominate another party to act as Manager under this document (**Alternate Manager**). The Alternate Manager must be of good character and capable of performing the Duties and conducting any Letting Agent's Business.
- 6.3 The Manager is responsible for:
- (a) all remuneration payable to any Alternate Manager; and
- (b) ensuring that the Alternate Manager performs the Duties.
- 6.4 If the Manager is the Original Owner or a related entity of the Original Owner, the Manager may subcontract the performance of the Duties (and if required, the Additional Duties) and the conduct

of any Letting Agent's Business. In these circumstances, the subcontractor may deal directly with the Body Corporate in respect of any matters arising out of this document.

- 6.5 The Manager must appoint one person on behalf of the Manager to receive instructions from and to communicate with the Body Corporate.

7. Skilled or specialist nature work

- 7.1 In carrying out the Duties (and if required, the Additional Duties) the Manager is not required to perform work of a skilled or a specialist nature.
- 7.2 The Manager must Facilitate contracts between the Body Corporate and independent contractors for all work of the nature outlined below or which is of a skilled or a specialist nature, including:
- (a) gardening and landscaping (including all lawn and garden maintenance);
 - (b) specialist repairs and maintenance of the Common Property;
 - (c) cleaning of external windows or parts of the Scheme not easily accessed; and
 - (d) the provision of utilities, communication and other services required by the Body Corporate.
- 7.3 The Manager must obtain the Body Corporate's prior written approval for any proposed contracts to be entered into between the Body Corporate and any independent contractor for work of a skilled or a specialist nature, such approval to not be unreasonably withheld by the Body Corporate.

8. Expenses

- 8.1 The Manager is not authorised to pledge the credit of the Body Corporate or to contract on the Body Corporate's behalf.
- 8.2 Subject to the provisions of the Act and Regulation Module, in performing the Duties (and if required, the Additional Duties) the Manager is entitled to incur expenses on behalf of the Body Corporate in respect of any single transaction up to \$1,750 or any higher amount determined by the Committee acting reasonably, for the purpose of obtaining materials or services used in the performance of the Duties (and if required, the Additional Duties) and for such other purposes as are necessary or incidental to the discharge of the Duties (and if required, the Additional Duties).
- 8.3 Any reasonable expense paid by the Manager must be reimbursed by the Body Corporate to the Manager as soon as is reasonably practicable after the Manager provides to the Body Corporate the invoices from the supplier of the materials or services.
- 8.4 The Manager must secure for and credit to the Body Corporate any discounts, commissions and rebates obtained with respect to any purchase or expenditure made on behalf of the Body Corporate.
- 8.5 The Manager is not entitled to any mark-up or cartage on materials or services provided for the Body Corporate.
- 8.6 The Manager must not give or take any secret commissions.
- 8.7 If there is an emergency, the Manager may:
- (a) purchase materials and equipment required to deal with the emergency; and
 - (b) arrange for contractors to do works needed to deal with the emergency, up to the amount referred to in clause 8.2.
- 8.8 For the purposes of clause 8.7, an emergency means anything reasonably likely to:
- (a) cause substantial damage to the Common Property or property in the Scheme; or
 - (b) endanger the health or safety of people in the Scheme,
- before the Body Corporate will be able to decide what to do to minimise the damage or danger.

9. Manager's warranties and representations

The Manager warrants and represents to the Body Corporate that the Manager will:

- (a) at its own expense, in the performance of the Duties (and if required, the Additional Duties) and the conduct of any Letting Agent's Business, duly and punctually comply with:
 - (i) all Laws; and
 - (ii) the By-laws and any other rules of the Body Corporate;
- (b) not do anything to affect the premiums or coverage under the policies of insurance effected in respect of the Scheme;
- (c) not display on the Common Property any sign unless it has first been approved in writing by the Body Corporate, such approval not to be unreasonably withheld (however, approval is not required for reasonable signage which relates to the performance of the Duties (and if required, the Additional Duties) or the conduct of any Letting Agent's Business, provided the signs are in keeping with the style and quality of the Scheme);
- (d) keep any office or reception desk in a clean and tidy condition; and
- (e) not engage in activities, perform the Duties (and if required, the Additional Duties) or conduct any Letting Agent's Business in a manner which is an undue or unreasonable annoyance or disturbance to the occupiers of the Scheme.

10. Insurance

The Manager must keep insured the Manager's activities with an insurance company, approved by the Body Corporate, acting reasonably, against public risk liability for not less than \$20 million per event. The policy may be part of a group policy of which the Manager is a member.

11. Body Corporate Representative

- 11.1 The Body Corporate must appoint one person to give instructions to and to communicate with the Manager on behalf of the Body Corporate. If no person is appointed, the chairperson of the Body Corporate is taken to be the Representative.
- 11.2 The Manager must confer fully and freely with the Representative regarding the performance of the Duties (and if required, the Additional Duties) and the conduct of any Letting Agent's Business.
- 11.3 If the Representative requests, the Manager must attend meetings of the Committee and of the members of the Body Corporate. The Manager is entitled to be heard on any relevant question or matter raised at any such meeting.

12. Plans

The Body Corporate must give the Manager one set of plans of the Scheme to assist the Manager to perform the Duties (and if required, the Additional Duties) and provide to the Manager the current Flood Emergency Management Plan (**FEMP**) from time to time. The plans remain the property of the Body Corporate and must be returned by the Manager to the Body Corporate upon termination of this document.

13. Equipment & cleaning consumables

- 13.1 Subject to clause 13.2, the Manager must, at the Manager's cost, provide all tools and equipment (including all cleaning equipment) required to carry out the Duties. This equipment remains the Manager's property.
- 13.2 The Body Corporate must provide any bin tug, site emergency management kit (for the FEMP manager) and pool and hot/cold tub cleaning equipment, which remain the property of the Body Corporate.

- 13.3 All consumables used by the Manager in carrying out the Duties (and if required, the Additional Duties) (for example, cleaning fluids, fuel, pool and hot/cold tub maintenance consumables and replacement lights) must be provided by the Body Corporate.

14. Transfer

- 14.1 The Manager may only transfer its interest in this document in accordance with the provisions of the Act and the Regulation Module.
- 14.2 If the proposed transferee is a company and, if required by the Body Corporate, the directors of that company must guarantee the performance of the transferee under this document.
- 14.3 If the Manager is a company and there is any alteration to the board of directors or share capital of the Manager, or any other event which in the reasonable opinion of the Body Corporate alters the effective control of the Manager, then such change of control of the Manager is deemed to be a transfer of this document and the provisions of the Act and the Regulation Module apply.
- 14.4 Clauses 14.1, 14.2 and 14.3 do not apply if:
- (a) the proposed transferee or the Manager is in any way related to or associated with the Original Owner; or
 - (b) the proposed transferee is a company which is listed on any stock exchange or is a subsidiary of a parent company which is listed on any stock exchange.
- 14.5 If the Manager transfers its interest in accordance with this document, the Body Corporate must release the transferor Manager and any transferor Manager's guarantors from any breaches of this document which occur after the transfer date.
- 14.6 The Manager must pay the reasonable costs of the Body Corporate arising out of any transfer.

15. Termination

The Body Corporate may, following a resolution of the Body Corporate at a general meeting, terminate this document by giving the Manager a notice in writing if the Manager or a Related Person of the Manager:

- (a) assigns or attempts to assign the benefit of this document in breach of this document; or
- (b) persistently neglects or fails to perform its obligations under this document for a 30 day period after notice is given to the Manager that the Body Corporate (acting reasonably) considers that the Manager has not adequately performed its obligations, which notice must provide reasonable particulars of the obligations which the Manager has neglected or failed to perform.

16. Financier acting in place of Manager

If a financier of the Manager acts in place of the Manager or a Controller is appointed by that financier to the Manager in respect of this document, the Body Corporate agrees with the Manager that its rights to terminate this document (if any) are limited to those set out in the Act and the Regulation Module subject to the Body Corporate complying with section 126 of the Act.

17. Exclusivity

- 17.1 During the Term the Body Corporate must not:
- (a) authorise any person to, or permit any of its staff to, or itself conduct within the Scheme, any business of the same or of a similar nature to the business that the Manager may conduct pursuant to this document; or
 - (b) licence or lease any part of the Common Property to a person other than the Manager for the purpose of any such business.

- 17.2 If any person other than the Manager attempts to use any part of the Common Property for the purpose of conducting a business or rendering a service in competition with the business the Manager conducts pursuant to this document, then the Body Corporate must use its reasonable endeavours to terminate the competing business or service.

18. Occupation authority

- 18.1 Pursuant to the Regulation Module, the Body Corporate grants to the Manager for the Term the exclusive right to occupy the area(s) described as OA1, OA2, OA3 and OA4 on the attached sketch plans, and any area allocated by the Original Owner for the exclusive occupation by the Manager in the Scheme, for the purpose of:
- (a) performing the Duties (and if required, the Additional Duties);
 - (b) conducting any Letting Agent's Business; and
 - (c) any other authorised use pursuant to this document or the By-laws.
- 18.2 The Manager acknowledges and agrees that columns, infrastructure and services may be located within or affect the convenient use of the area(s) referred to in clause 18.1 and that the Manager must not object in this regard.

19. Mutual indemnities

- 19.1 Despite any other clause in this document to the contrary, but subject to clauses 19.2, each party indemnifies the other against all actions, claims, demands, losses, costs, damages and expenses (including legal costs on a solicitor and own client basis) occasioned by:
- (a) any failure to provide any information or documents in breach of this document or any lawfully imposed obligation for providing information or documents, or the provision of any such documents that are inaccurate or incorrect in any material respect; or
 - (b) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with this document to the extent that the party's actions, inactions, negligence or omissions caused that accident, damage, loss of property, death or injury.
- 19.2 The Body Corporate indemnifies the Manager against all actions, claims, demands, losses, costs, damages and expenses (including legal costs of a solicitor and own client basis) incurred by the Manager as a direct result of any accident, damage, death or injury to any person of whatever nature or kind occurring in connection with the use of fitness equipment except to the extent caused or contributed to by the actions, inactions, negligence or omission or default on the part of the Manager.

20. Notices

- 20.1 Notices:
- (a) under this document must be in writing and must be signed by or on behalf of a party;
 - (b) given by a party's solicitor will be treated as given with that party's authority; and
 - (c) are considered to be signed if Electronically Signed, affixed with a manuscript mark, signature or initials or a typed name of a person, firm or company whether conveyed electronically, digitally or otherwise.
- 20.2 Notices are effectively given if:
- (a) hand delivered or posted to the address of the other party or its solicitors; or
 - (b) sent by email or other digital means to the relevant email or other digital address of the other party or its solicitors,

which particulars may be notified and updated by each party to the other from time to time.

- 20.3 Notices are treated as received:

- (a) in the case of a hand delivered notice, at the time and on the date that the notice is delivered and receipt is acknowledged;
- (b) in the case of a posted notice, on the fifth Business Day after it was posted (from within Australia); and
- (c) in the case of an email, when sent unless the sender receives notification that the email failed to be delivered to the recipient.

20.4 For the purposes of the *Electronic Transactions Act 2001* (Qld), the parties consent to notices and any other information being given by electronic communication.

21. Severance

21.1 A provision or part of any provision of this document that is illegal or unenforceable may be severed from this document and the remaining provisions or parts of the provisions of this document continue in force, unless the severance would materially change the intended effect of this document.

21.2 The parties agree that it is not intended to:

- (a) engage the Manager:
 - (i) as a body corporate manager; or
 - (ii) other than as a service contractor or letting agent to perform letting agent business (as those terms are defined in the Act);
- (b) delegate to the Manager any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or
- (c) have the Manager perform duties under this document which the Body Corporate has no power to pay the Manager to perform,

and that it is the parties' intentions that the Annual Remuneration (and if applicable, Additional Remuneration) is payable for the performance of duties which do not constitute such an engagement, and do not involve such delegation, and are not duties which the Body Corporate has no power to pay the Manager to perform.

21.3 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision (including any Duties or Additional Duties) of this document:

- (a) constitutes an engagement of the Manager as a body corporate manager;
- (b) does not constitute an engagement of the Manager as a service contractor or letting agent to perform letting agent business (as those terms are defined in the Act);
- (c) includes the delegation of any power referred to in clause 21.2(b); or
- (d) involves the performance of a duty which the Body Corporate has no power to pay the Manager to perform,

then such provision (including any Duties or Additional Duties) will be severed or read down to avoid any such engagement, delegation, or lack of power without any reduction in the Annual Remuneration or Additional Remuneration. Otherwise all rights, duties or obligations given or imposed under this document are given or imposed to the extent that they are lawful and if at any time, any provision is, or becomes illegal, invalid, unenforceable or void in any respect then that provision will be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties and evidenced by this document, so as to uphold the legality and validity and enforceability of the remaining provisions of this document.

22. General

22.1 Dispute resolution

The dispute resolution provisions of the Act apply to this document.

22.2 Costs

Each party must pay its own costs of preparing, negotiating and executing this document. The Manager must pay any transfer or other duty assessed on this document.

22.3 Alteration

This document may only be altered in writing signed by each party.

22.4 No merger

No act done or document signed in connection with this document prevents any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

22.5 Indemnities

- (a) Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties and survives termination or the ending of this document. It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity under this document.
- (b) Amounts due under an indemnity given in this document must be paid by the indemnifying party on demand.

22.6 Further actions

Each party must, at its own expense, do all things reasonably necessary to give full effect to this document and the transactions contemplated by this document.

22.7 Remedies cumulative

The rights, powers and remedies provided in this document are in addition to other rights, powers and remedies given by a Law independently of this document.

22.8 Waiver

- (a) No waiver of any right under this document takes effect unless it is in writing, signed by or on behalf of the party bound, by a person holding the requisite authority to bind the relevant party.
- (b) In the absence of an effective waiver, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of the other party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation.
- (c) A waiver is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

22.9 Entire agreement

This document constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior agreements and understandings between the parties in connection with that subject matter.

22.10 Electronic Signatures

- (a) The parties consent to this document being signed by or on behalf of a party by an Electronic Signature.
- (b) The parties intend that:
 - (i) any copy of this document that has been Electronically Signed by or on behalf of a party will constitute an original counterpart executed by that party;
 - (ii) any print out of this document with the relevant Electronic Signatures appearing will also constitute an original counterpart executed by that party; and
 - (iii) each signatory who signs this document using an Electronic Signature confirms that their signature appearing in the document, including any such print out (irrespective of which party printed it), is their personal signature authenticating it.

22.11 Counterparts

- (a) This document may be Electronically Signed or executed in any number of counterparts.

- (b) Each counterpart constitutes an original of this document, all of which together constitute one instrument.
- (c) A party who has Electronically Signed or executed a counterpart of this document:
 - (i) may exchange it with the other party by emailing:
 - (A) a copy of the executed counterpart to that other party; and
 - (B) if this document has been signed on behalf of a party, all written evidence of the authority of the person that signed on their behalf; and
 - (ii) must where this document is executed other than by Electronic Signature, promptly deliver the original executed counterpart to the other party by hand delivery or prepaid post.
- (d) A failure to deliver an original counterpart of this document does not affect the validity of this document.

22.12 Governing Law

This document is governed by the Laws applicable in Queensland.

22.13 Jurisdiction

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland and courts of appeal from them, and waives any right to object to any proceedings being brought in those courts.

22.14 Excluded warranties

The parties are not bound by any warranty, representation, agreement or implied term under any Law unless:

- (a) such warranty, representation, agreement or term is contained in the express terms of this document; or
- (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

22.15 Authority to date and complete

The Manager authorises each member of the Committee and the solicitors for the Body Corporate to:

- (a) date or complete any blank spaces in this document; and
- (b) complete and sign any document necessary to stamp or register this document.

Schedule 1 – Duties

General Duties

The Manager is responsible for the day to day maintenance and cleanliness of the Scheme including the following general duties:

1. Facilitate persons engaged in work upon the Common Property;
2. use reasonable endeavours to see that the Common Property is kept in good order and repair;
3. monitor the observance of the By-laws and any rules of the Body Corporate and report any serious or persistent breach to the Representative;
4. half-yearly reports (or if requested by the Body Corporate, quarterly reports) in writing to the Body Corporate about matters arising out of the caretaking of the Scheme including records of false fire alarms, security breaches (including reporting to police if appropriate), injuries, property damage, evictions, breaches of By-Laws and/or rules, lift breakdowns, water leaks etc;
5. if lawful, keep in its possession and not give to any person except as authorised by the Body Corporate or owner of the lot concerned, any master key or keys under the control of the Body Corporate;
6. arranging for cutting of keys and the recording, programming or re-coding of swipe cards and fobs for any security access system and administer the system;
7. report promptly on all things requiring repair (including things notified by owners and occupiers of the Scheme) and on all matters creating a hazard or danger and take remedial action where possible (noting the Manager is not a specialist and the Manager is not required to perform work of a skilled or a specialist nature);
8. check and verify accounts payable by the Body Corporate relating to matters which relate to the Duties and notify the Body Corporate as to whether such accounts are in order for payment;
9. maintain an up to date register of maintenance obligations in respect of Common Property. The register must include obligations:
 - (a) notified by service contractors;
 - (b) noted in any warranty or user manual; and
 - (c) determined by the Manager (taking into account that the Manager is deemed to have facilities management skills appropriate for a building of the density and quality as the Scheme);
10. make recommendations to the Body Corporate in relation to maintenance in respect of Common Property;
11. arrange maintenance contracts as required by the Body Corporate and Facilitate the carrying out of those contracts;
12. arrange service contracts for the maintenance of the landscaping as required by the Body Corporate and Facilitate the carrying out of those contracts;
13. periodically view the monitors of any surveillance system (if any) to ensure their proper functional operation (noting that the Manager is not required to monitor any security cameras whilst in operation). Store footage for the period allowed by the system and provide the Body Corporate with copies of any footage on request with respect to any security incident (noting that any requests for footage must be reasonable and stipulate a location, dates and approximate start and end times). Upon request of the Committee, review security footage for up to 30 minutes for any incident reported. The Body Corporate does not have the right to access any office/reception area for the operation of the system;
14. be aware of the general condition of the Scheme so that the Manager is able to keep the Representative fully informed;
15. familiarise itself with and regularly inspect the systems and mechanical equipment installed in the Scheme and advise generally on the condition thereof from time to time and recommend any

- changes or modifications to be made to the systems and equipment. Arrange for maintenance or other works necessary to keep them in efficient working condition at the expense of the Body Corporate;
16. perform such other acts and things as are reasonably necessary and proper in the discharge of its Duties;
 17. carry out all reasonable written directions given by the Body Corporate about the caretaking and management of the Scheme;
 18. if requested by the Body Corporate and if lawful to do so (privacy laws permitting), provide details of any occupier of a lot in the Scheme and any Owner (including notice of commencement and notice of departure) to any service provider as soon as possible;
 19. carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding policies or procedures to be observed in the conduct of the Scheme;
 20. arrange for a suitably qualified consultant to undertake any maintenance or other works necessary to keep firefighting equipment in effective working condition and compliant with relevant standards and laws at the cost of the Body Corporate;
 21. ensure that all common electrical apparatus including lighting and security devices are kept safe and fully functional throughout the Common Property and arrange for any necessary maintenance. The cost of any lights, globes, tubes, fuses and maintenance and other works will be paid by the Body Corporate;
 22. as required, clean all easily accessible glass and windows in the Common Property (excluding the inside and outside of windows in each lot in the Scheme). If directed by the Body Corporate, engage a professional window cleaner to clean the windows in areas which are not easily accessed at the cost of the Body Corporate;
 23. operate, inspect and arrange maintenance of the waste disposal and recycling system (including any chute) in accordance with the requirements of that system;
 24. establish and maintain a rubbish collection service for the residential components of the Scheme at the cost of the Body Corporate. Remove all rubbish and waste material from the Common Property (including from collection waste areas or points anywhere in the Scheme) to the point of disposal as required;
 25. effect minor repairs and maintenance to the Common Property which do not require the services of a skilled tradesman (with minor repairs and maintenance being any repair, maintenance, alteration, adjustment or replacement activity which can be completed by an individual person in less than 30 minutes and excludes any work with a trade or licencing requirement or which necessitates the use of a ladder or elevated platform);
 26. monitor the car parking arrangements (including any visitor car parking area and the use of any car wash, loading bay and electric vehicle charging station(s) (only if such areas are located on Common Property) having regard to the provisions of the CMS (including the By-Laws) and to the allocation of exclusive use car parking spaces (and arranging the towing of a vehicle if directed by the Committee);
 27. monitor the storage arrangements having regard to the provisions of the CMS (including the By-Laws) and to the allocation of exclusive use storage spaces (and arranging the removal of items if directed by the Committee);
 28. monitor landscaping arrangements having regard to the provisions of the CMS (including the By-Laws and Code) and to the allocation of exclusive use landscape areas;
 29. maintain the visitor car parking areas and any car wash areas in a clean and tidy condition. This Duty does not extend to professional style degreasing or pressure washing which is to be arranged by the Manager at the request and cost of the Body Corporate;
 30. manage any booking system / application implemented by the Body Corporate for certain recreational facilities forming part of Common Property (i.e. dining and meeting rooms);
 31. maintain a register of all provided resident contact details (ie. phone numbers) within the SMS push service (refer to the FEMP manager roll) and test the SMS push service (where required);

32. cause the Scheme inclusions, grounds and all plant and equipment to be properly maintained at all times;
33. supervise the arrangements in relation to occupiers moving in and out of the Scheme (including maintaining a booking system and placement of lift curtains as required);
34. comply with any requirements of any manufacturers warranties and operations in respect of Common Property;
35. maintain a register of all provided pet details (in line with the by-laws);
36. monitor the mail box area and parcel locker area, having regard to the provisions of the CMS (including the By-Laws); and
37. have an attendance at the Scheme generally during such reasonable hours between 8.00am and 4.00pm on Business Days and 8.00am and 12.00pm on Saturdays as reasonably necessary to effectively carry out the Duties and if applicable, Letting Agent's Business. There must be a method whereby the Manager may be readily contacted at all times, including outside of these hours in the event of an emergency. For clarity, there is no requirement for a reception or office area to be manned for any set days or hours.

Specific duties

The Manager must perform the following specific duties, noting that the duties only apply where the item is located on (or forms part of) Common Property at the relevant time and only if the duty is permitted by Law.

The Manager is not required to perform a specific duty where:

- there is a directive in writing from the Body Corporate or the Representative to the Manager undertake alternative work at that time; or
- there is an situation in respect of the Scheme that requires the Manager's attention and cannot be completed at that time.

In those circumstances, the specific duty is to be undertaken when it is next reasonably practicable to do so.

CLEANING AND GROUNDS MAINTENANCE – "DAILY" ROUTINE BEING ONCE PER 24 HOUR PERIOD ON WEEKDAYS AND SATURDAYS (BUT EXCLUDING PUBLIC HOLIDAYS AND SUNDAYS) BUT ONLY IF REQUIRED:

Item	Details
Common areas (both indoor and outdoor)	Entry foyer areas and windows, lifts and common toilets, change rooms and any common facilities to be vacuumed, mopped and washed
	Clean and sanitise toilet areas. Replenish consumables (at cost of Body Corporate)
	Empty rubbish bins
Grounds	Clear surrounds of any grounds of leaves and rubbish
	Manage irrigation systems (if any). Water, as required (and if permitted by law), any plants, shrubs and planter boxes (excluding any that are required to be maintained by an Owner) including those indoors.
	Empty rubbish bins
	Sweep or blow down pathways and hose clean as required <i>Note: The Manager may use a pressure cleaner but is not required to attend to professional deep cleaning (where a skilled contractor is required at the cost of the Body Corporate).</i>
Car park levels	Inspect basement levels and entry/exit ramp to street level and car wash bay to ensure clean and, if required, spot clean.
Furniture and equipment (both indoor and outdoor,	Wipe down and clean any furniture and equipment (including fitness equipment, chairs, tables and other furniture)

Item	Details
including in wellness zone, barbeque areas, dining areas, recreation rooms and meeting rooms)	Check wear and tear of any furniture and equipment and report on its condition. Check audio visual equipment in meeting rooms.
	Empty rubbish bins
Barbecue and dining areas	Sweep area clean and empty rubbish bins
	Clean furniture, barbecue (including plates and facings). Replenish consumables (at cost of Body Corporate)
	Check operation of barbecue and other facilities .
Pools, hot/cold tubs and sauna	Inspect pools and hot/cold tubs to ensure pools and tubs (and associated fencing and other safety items) cleaned and maintained
	Clear pools and tubs of any leaves and foreign objects. Spot clean (as required).
	Clean skimmer baskets and empty filter baskets (as required)
	Check water level and clarity. Spot application/adjustments (as required)
	Inspect sauna to ensure cleaned and maintained. Spot clean (as required).
Security	Program and re-code swipe cards/fobs for the security system as necessary
	Monitor security cameras and associated systems and ensure operational at all times

CLEANING AND GROUNDS MAINTENANCE - WEEKLY ROUTINE (BEING ONCE IN EACH SEVEN DAY PERIOD) BUT ONLY IF REQUIRED:

Item	Details
Car park levels	If lawful, clean basement levels and entry/exit ramp to street level
	Wipe over EV chargers. Check EV chargers for operation and serviceability.
Pools, hot/cold tubs and sauna	Vacuum/scrub pools and hot tubs (as required).
	Check/test water and chemical levels and apply/adjust, backwash, fill/drain (as required)
	Check/test equipment for operation and serviceability. Replace consumables or parts (as required)
	Clean equipment and pump/plant rooms.
Waste (on Common Property only)	Hose/rinse out waste bins with disinfectant/cleanser (where practicable)
	Scrub out waste bin areas/rooms with disinfectant/cleanser
	Inspect bin chutes to ensure clean and not blocked
Walls/fences (including pool and hot/cold tub fencing)	<i>Note: The Manager is not required to clean bins owned and stored within individual lots. Pressure or deep cleaning of bins or bin areas/rooms is not required (as it is work of a skilled or a specialist nature).</i>
	Walls and fences in common areas to be cleaned and maintained as required
Foyers, windows and common facilities including parcel/post rooms, barbeque areas, dining areas, recreation areas and meeting rooms (other than areas to be cleaned daily)	Glass walls (if any) to be thoroughly cleaned
	Vacuum, mop and wash

Item	Details
Lifts	Clean lift car interiors using products recommended by the manufacturer
	Spray car interiors with room freshener
	Wipe clean doors, walls, handrails and mirrors. As applicable, vacuum or mop floors.
Security	Confirm the entrance intercom systems, the automatic entry/exit gates etc. are all functioning to provide all occupants entry and exit to and from the Scheme

CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE, BUT ONLY IF REQUIRED:

Item	Details
Building	<p>Inspect, where accessible, the Building thoroughly internally and externally and note:</p> <ul style="list-style-type: none"> ▪ corrosion ▪ paint condition ▪ concrete cracking or chipping ▪ leaks after heavy rain ▪ condition of roof ▪ condition of windows, doors and locks ▪ security breaches ▪ any matters in relation to the safety and presentation of the Scheme <p>Check on state of exterior fencing and gates and report to Body Corporate accordingly</p>
Barbecue and dining areas	Deep clean area including cabinetry, barbecue and other facilities
Wellness zone	Deep clean area including wiping over equipment
Parcel/post rooms	Deep clean area including wiping over lockers and boxes
Irrigation systems (if any)	Inspect irrigation systems and report to Body Corporate accordingly
Pumps (if any)	After checking fuel, oil and battery test run auxiliary pumps for 30 minutes on load and confirm that unit is running smoothly
	Inspect exhaust system for leaks and look for corrosion
Fans (if any)	Inspect condition of fan blades and look for corrosion

CLEANING, GROUNDS AND GARDEN MAINTENANCE - AS REASONABLY REQUIRED

Item	Details
Visitors car parks (if any)	Check car park area
	Pick up any rubbish and empty any rubbish bins
	Check light fittings and replace blown bulbs and tubes
Footpaths & access ways	Sweep area clean and remove rubbish
	Clean all footpaths and access ways
Emergency stairs	Sweep down the emergency stairs and landing (hose if necessary) <i>Note: The Manager may use a pressure cleaner but is not required to attend to professional deep cleaning (where a skilled contractor is required at the cost of the Body Corporate).</i>
	Remove dust from hand rails and wipe clean
	Wipe and clean exit signs and replace blown globes

Item	Details
	Clean insects out of all light fittings
	Check self-closing exit doors and report any malfunctions
Garbage bin areas/rooms	<p>On collection days, empty individual lot bins for the 'River Homes' (which are placed out for collection) into 'collective' bins.</p> <p>On collection days, move 'collective' bins to collection point and promptly return after collection (if required)</p> <p>Sweep garbage bin areas/rooms (including on car park levels and residential levels of the Building), hose/mop with detergent as necessary <i>Note: The Manager may use a pressure cleaner but is not required to attend to professional deep cleaning (where a skilled contractor is required at the cost of the Body Corporate).</i></p> <p>Ensure that no bins or bin areas/rooms emit offensive odours and are regularly emptied</p> <p><i>Note: The Manager is not required to deal with bins stored within individual lots.</i></p>
Windows	Exterior windows in common areas to be spot cleaned as required, inside and out (Windows out of normal reach are not included in this routine)

Specific duties – FEMP Manager

The Manager must undertake the role of the Flood Emergency Management Plan (**FEMP**) manager under the FEMP applying to the Scheme from time to time.

The role of the FEMP manager includes:

- Ensure complete comprehension of FEMP procedures prior to an event. Maintain current printed and electronic FEMP on-site;
- Subscribe to the Council's Severe Weather Alert service;
- Maintain register of all resident contacts within the SMS push service;
- Direct all residents during activation of the FEMP (to the extent the manager is reasonably able to do so);
- Control of building services (to the extent the manager is reasonably able to do so);
- Produce an event log if the FEMP is activated. Document and note time of all actions, forecasts, observed site flooding and occupant correspondence; and
- Maintain site emergency management kit.

The Manager must assist the Body Corporate in reviewing and updating the FEMP.

Note: The Manager is not required to attend to the FEMP updates (as a suitably qualified person is required to do so).

Schedule 2– Additional Duties

ACTIVATION OF FEMP AND RECOVERY – ONLY IF REQUIRED

As FEMP manager, the Manager must undertake the relevant:

- responses for each trigger level (to the extent the Manager is reasonably able to do so); and
- Facilitate contracts relating to recovery actions,

as required by the FEMP.

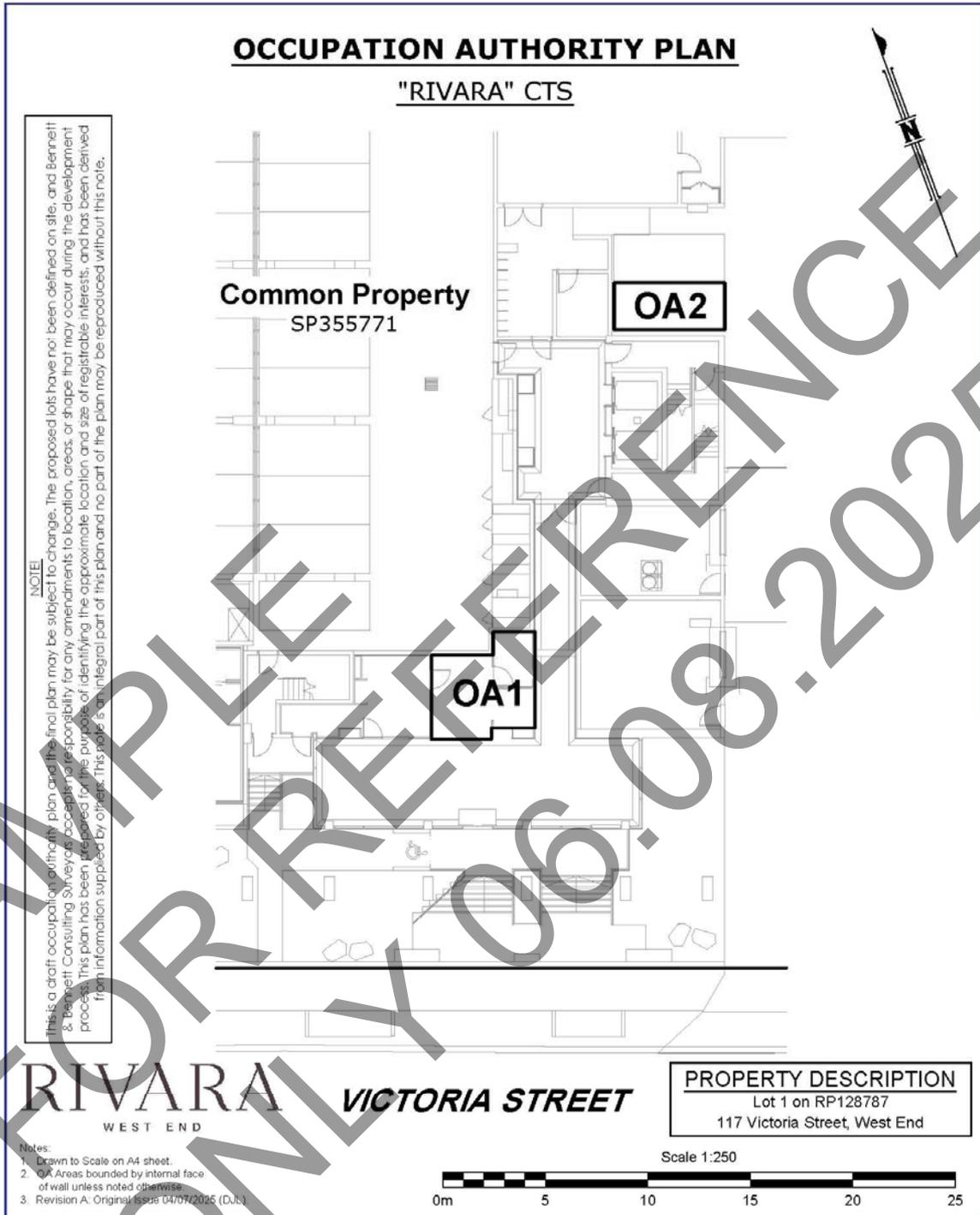
RESPOND TO EMERGENCIES (OUTSIDE OF ATTENDANCE HOURS) – ONLY IF REQUIRED

Attend at the Scheme (if not at the Scheme already) where fire alarms are activated or in the event of another form of emergency (including in respect of the FEMP).

Note: Travel time for each attendance is capped at an allowance of 45 minutes to, and 45 minutes from, the Scheme.

SAMPLE REFERENCE
FOR ONLY 06.08.2025

OA Plans



NOTE
This is a draft occupation authority plan and the final plan may be subject to change. The proposed lots have not been defined on site, and Bennett & Bennett Consulting Surveys accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

- Notes:
1. Drawn to Scale on A4 sheet.
 2. OA Areas bounded by internal face of wall unless noted otherwise.
 3. Revision A: Original Issue 04/07/2025 (D.J.)

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Title:
Plan of Occupation Authority
Areas OA1 & OA2
Being part of the Common Property
on Level A (Ground/Level 1) of
"RIVARA" CTS

Client:	TRADERS IN PURPLE
	PTY LTD
Locality:	WEST END
Local Gov:	BCC
Surveyed By:	Prepared By: DJL
	Approved: MJT
Date Created:	04/07/2025
	Scale: 1:250
Comp File:	200246.project
Plan No:	200246_006_OA

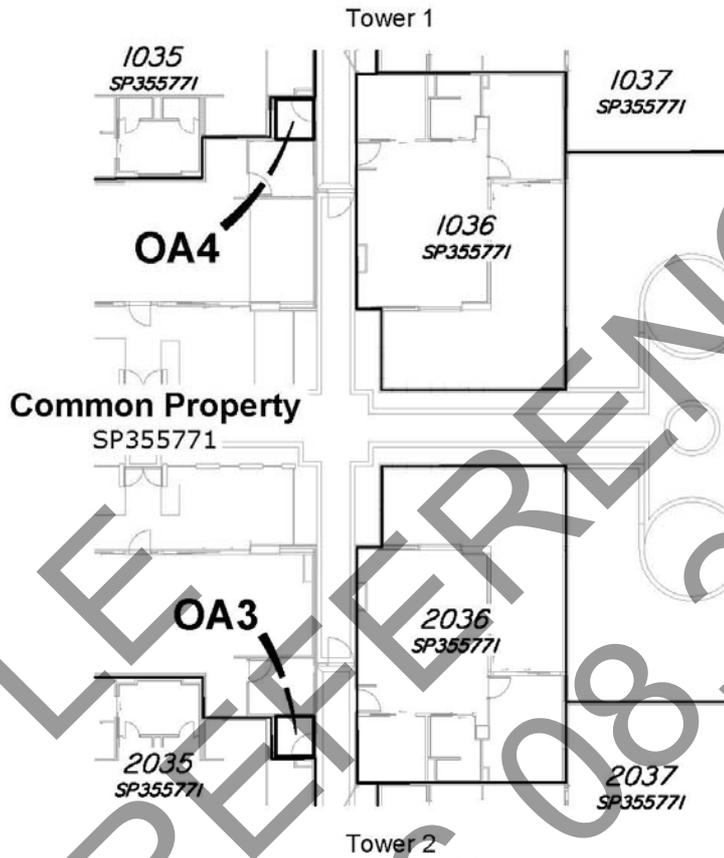
A4

OCCUPATION AUTHORITY PLAN

"RIVARA" CTS



NOTE
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RIVARA
 WEST END

- Notes:
1. Drawn to Scale on A4 sheet.
 2. OA Areas bounded by internal face of wall unless noted otherwise.
 3. Revision A: Original Issue 04/07/2025 (D.J.L.)

PROPERTY DESCRIPTION
 Lot 1 on RP128787
 117 Victoria Street, West End

Scale 1:250



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Title:
**Plan of Occupation Authority
 Areas OA3 & OA4**
 Being part of the Common Property
 on Level D (Level 3) of
 "RIVARA" CTS

Client:	TRADERS IN PURPLE PTY LTD	
Locality:	WEST END	
Local Gov:	BCC	Prepared By: DJL
Surveyed By:		Approved: MJT
Date Created:	04/07/2025	Scale: 1:250
Comp File:	200246.project	
Plan No:	200246_007_OA	

A4

Signing page

EXECUTED as an agreement.

Executed by the Body Corporate for Rivara Community Titles Scheme **[insert]** under its Seal by the Chairperson of the Body Corporate in the presence of

Signature of witness

Chairperson

Name of witness (print)

Executed by **[insert]** in accordance with Section 127 of the *Corporations Act 2001* (Cth)

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

SAMPLE REFERENCE
FOR REFERENCE ONLY 06.08.2025

Deed of Covenant (ONLY OF REQUIRED)

PARTIES:

Body Corporate for Rivara Community Titles Scheme No. [CTS number]

(Body Corporate)

(Lot Owner)

Background:

- A The Lot Owner has entered into a contract to buy the Manager's Unit. The Letting Agent and the Body Corporate have entered into a Caretaking and Letting Agreement, whereby the Manager is authorised to conduct a letting agent business for the Scheme.
- B The Letting Agent conducts the letting agents business from the Manager's Unit.
- C As the Letting Agent is not the registered owner or the lessee of the Manager's Unit, section 116 of the Act requires the Body Corporate and the Lot Owner to enter into this Deed on certain terms.
- D The parties have agreed to the covenants set out in this Deed in order to comply with the requirements of the Act.

Terms

1. Definitions

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

Letting Agent means the person or entity holding a letting authority from the Body Corporate.

Management Rights has the meaning given to that term in the Act.

Manager's Unit means Lot [insert Lot No] in the Scheme.

Scheme means Rivara community titles scheme.

2. Lot Owner's Covenants

- 2.1 The parties acknowledge and agree that this clause and the covenants contained in it:
 - (a) comprise and operate as a deed as prescribed under section 116(2)(b) of the Act; and
 - (b) only operates if a deed is required to be entered into between the Body Corporate and the Lot Owner pursuant to section 116(2)(b) of the Act.
- 2.2 The Lot Owner is or is the proposed registered owner of the Manager's Unit and will be the 'lot holder' for the purposes of section 116 of the Act.
- 2.3 The Lot Owner, as the registered owner or the proposed registered owner of the Manager's Unit:
 - (a) agrees to transfer the Lot Owner's interest in the Manager's Unit, in accordance with the procedures and requirements of the Act and the terms of this Deed, if:
 - (i) the Letting Agent is required to transfer the Management Rights under the Act; and
 - (ii) if the Body Corporate gives the Letting Agent a valid transfer notice under section 140 of the Act;

- (b) must do all that is required, including sign all documents as are necessary, to ensure that the transfer of the Manager's Unit under this clause is effected contemporaneously with the transfer of the Management Rights; and
- (c) authorises the Body Corporate to act in its place, including without limitation to sign all such documents as are necessary, if the Lot Owner does not comply with the Lot Owner's obligations under this clause.

2.4 Nothing in this Deed implies or requires that Division 8 of Part 2 of Chapter 3 of the Act applies to the Management Rights.

Signed as a Deed

Executed by the Body Corporate for Rivara Community Titles Scheme **[insert]** under its Seal by the Chairperson of the Body Corporate in the presence of

Signature of witness

Chairperson

Name of witness (print)

Signed sealed and delivered by the Lot Owner in the presence of

Witness

Lot Owner

SAMPLE REFERENCE ONLY 06.08.2025

Proposed parcel locker service agreement

SAMPLE FOR REFERENCE
ONLY 06.08.2025

2 x 22-DOOR PARCEL LOCKER SUPPORT & ONBOARDING AGREEMENT

RIVARA WEST END
117 VICTORIA STREET
WEST END QLD 4101

JUL 2025





Support Agreement for RIVARA WEST END 117 VICTORIA STREET QLD 4101

between
My Parcel Locker Pty Ltd (MPL), ABN 90 614 138 546 and

Entity Name:

.....
.....

Entity Address:

.....
.....

Contact Name:

.....

Phone Number:

.....

Email Address:

.....

SAMPLE REFERENCE
ONLY 06.08.2025



PARCEL LOCKER BENEFITS

- Meet the delivery boom head-on.
- Convenient 24/7 access to parcel deliveries.
- Secure 'contactless' process from parcel delivery to parcel collection.
- All Courier companies and postal services supported.
- Reduces liability and frustration for onsite managers by not having to manage Couriers and parcels.
- Save on average 1 hour per day on staffing costs needed to administer parcels (approximately \$12,000PA).
- Increased security - mail and identity theft is the fastest growing crime in Australia and New Zealand.
- Recipients will never have to wait around for Couriers again. Recipients are notified by SMS and email as soon as parcels are delivered.
- Eliminate parcels being left around doorways and reduce the chances of injury and mail theft.
- Increase building value and aesthetics.
- Locker systems can be customised to meet the needs of building tenants.
- Australian made for Australian conditions.

OVERVIEW

Parcel lockers provide secure 24/7 access for parcel delivery and collection.

Thanks to state-of-the-art technology, recipients are notified via SMS and email as soon as their parcel is delivered.

Users can also deposit parcels into the locker to be picked up by a Courier or friend.

Users will receive 2 free use tokens in their account when they first register for deliveries. We recommend that you provide a free parcel pick up period.

When unretrieved parcels exceed the free pick up period, the user pays a storage fee, usually between \$1.00 and \$2.50. This motivates users to pick up their parcels within the free pick up period, ensuring adequate lockers are available for new deliveries.

All revenue collected goes to the locker owner.



How to use the parcel locker.
Click to watch short video.

FROM DELIVERY TO PICK UP, THE PROCESS IS SIMPLE!



1 Courier delivers parcel into the locker system.



2 Parcel recipient automatically receives a delivery notification with access code (via SMS and email).



3 Recipient scans QR code (or enters pin code) at parcel locker.



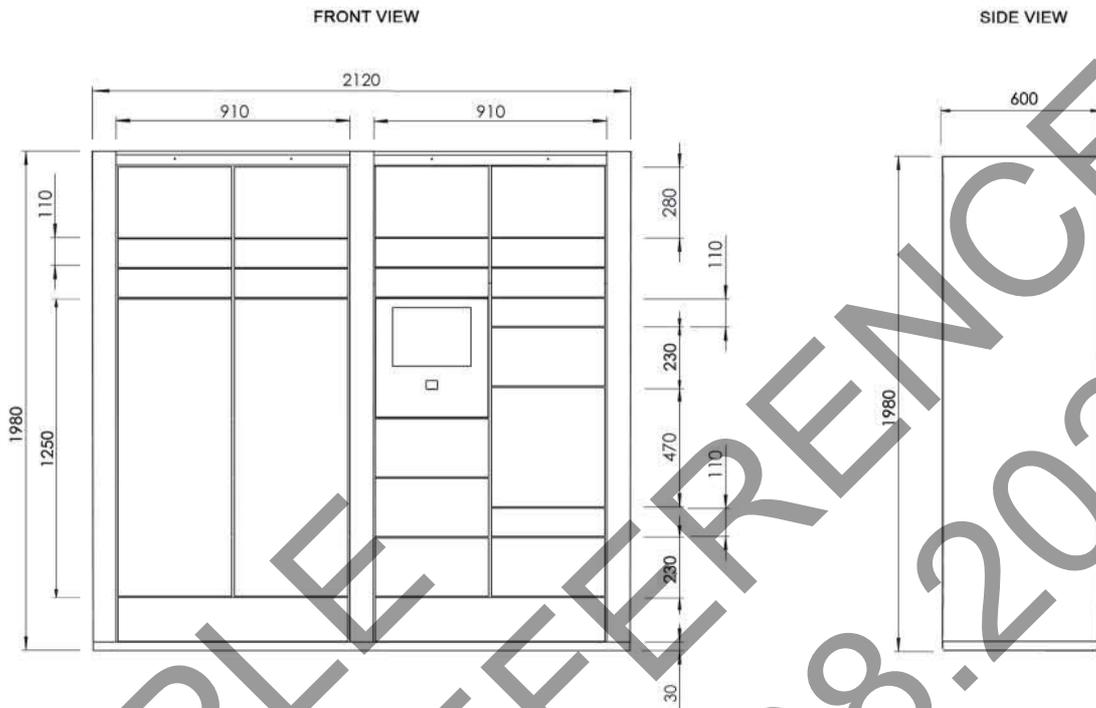
4 Designated locker door automatically opens. The recipient collects their parcel and shuts the door.

22 DOOR EURO PARCEL LOCKER
IMAGE

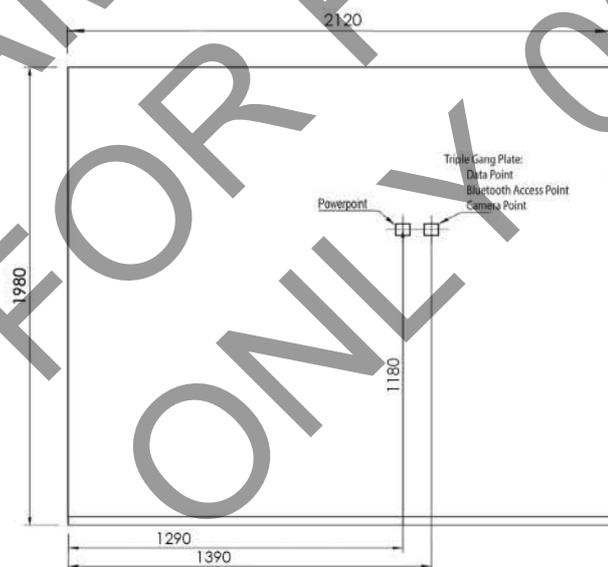


SAMPLE REFERENCE ONLY 06.08.2025

22 DOOR EURO PARCEL LOCKER PLAN DRAWING



BACK VIEW - POWER AND CABLING POSITIONS



Notes:

- Projected opening if locker is fully recessed is 2150mm(W) x 1995mm(H) x 615mm(D)
- All measurements are taken from finished floor levels.
- Allow 15mm clearance all-round if Parcel Locker is fully recessed.
- 10AMP double power-point to be provided (weatherproof if outdoor locker) as per plan
- Data-point to be provided as per plan
- Bluetooth Access point to be a Cat 6 for connection to Bluetooth Reciever Box at Courier access point and then connected to one of the following in order of preference:
 - A) to the external intercom system
 - B) Request to Exit Button
 - C) Door Control System
 - D) Building Management System See Detailed Bluetooth Plan
- Cat 6 Cable with RJ45 plug to be dropped through ceiling on one end of the locker as per drawing for dome camera.

SUPPORT & ONBOARDING AGREEMENT

BLUETOOTH ACCESS



INTRODUCING A WORLD FIRST FOR LAST MILE DELIVERY -

BLUETOOTH ACCESS FOBs FOR COURIERS

One of the fastest growing problems for Couriers delivering parcels into residential and commercial buildings, is the ability to enter secure areas where parcel lockers are often located. This includes foyers, mailrooms and basement car parks.

MPL has developed a bluetooth fob (for verified delivery agents) that activates security doors as soon as the Courier is within close proximity. This unique solution provides enhanced security and flexibility.

SECURITY IS A PRIORITY

All fob usage is logged to keep track of who is accessing the building. Lost or stolen fobs are immediately removed from the system.



CHOOSE FROM THE FOLLOWING SUPPORT PLANS:

Support plan fees are determined by the number of apartments/users and parcel locker size i.e. 15door locker or 28door locker. As demand increases, additional locker banks may be added to deal with the growing number of parcel deliveries. As extra locker modules are added, the support fees are then adjusted.



Silver

Silver Support increases by 5% annually

This is our basic plan for lower use situations where maintenance of the device is not as essential. We recommend you book a least 1 x Full Service and Inspection each year.



Gold

Gold Support increases by 5% annually

Designed for medium usage and can be upgraded in the first 12 months as use increases. We recommend you book at least 1x Full Service and Inspection each year.



Platinum Care

Platinum Support is fixed for the first 3 years and then increases by 5% annually

Recommended for all NEW installations – this is a full service, no more to pay arrangement. MPL provides a full comprehensive 5 year Extended Warranty covering all parts and labour. It also includes 2 x Full Manufacturers Warranty Services each year.



Platinum Plus

Provided you have stayed continuously on the Platinum Plan for the first 5 years, MPL offers a further 5 year extended factory warranty. Prior to commencing the Platinum Plus Plan, MPL will undertake a full systems audit of your parcel locker 3 to 6 months prior to the end of your first 5 year plan and provide a detailed report with recommendations for any upgrades or replacements . The Platinum Plus Plan provides up to 10 years of full factory warranty and nothing further to pay except electricity and additional locker banks as your locker use grows .

OPTION TO SWITCH SUPPORT PLANS IN YOUR FIRST 12 MONTHS

You have the freedom to switch between plans during the first 12 months. This provides you the flexibility in choosing a plan that is best for your revenue stream and usage needs. You may also upgrade to a Platinum Support Plan, provided you do so within the first 12 months of owning your device or you have had a minimum of 1 x Manufacturer's Warranty Service every 6 months.

SALES AND SUPPORT AGREEMENT

ANNUAL SUPPORT PLANS



Choose from 3 Support Plans:



Support Plan Comparison

Silver **Gold** **Platinum**

	\$1,935	\$2,745	\$3,825
Annual Fee payable each year (based on 2 x 22 door Lockers)			
No further costs to be paid ever (except for a small amount of data and electricity to run the device).			●
Extended 5year warranty. (Further 5year warranty available)			●
Includes all parts and labour but excludes malicious or accidental damage.			●
Includes 2 full service calls per year (value of \$470.00 each).			●
Emergency breakdown service.			●
Field Officer locker checks and inspections			●
All merchant and credit card fees on user payments.		●	●
MPL will provide a full external and internal clean with every service call.		●	●
Onsite information sessions for users.		●	●
Full training of all onsite management/staff.	●	●	●
Factory 2-year warranty.	●	●	●
Software license with regular updates.	●	●	●
Complete SMS text message and email service to users.	●	●	●
Fully hosted and maintained cloud server.	●	●	●
Includes installation and commissioning, subject to the site being level and a power point available.	●	●	●
Full use and promotion of the "My Parcel Locker" APP.	●	●	●
Full remote management and monitoring via our secure remote management platform.	●	●	●
7-day helpline for users and owners.	●	●	●

SUPPORT & ONBOARDING AGREEMENT

PARCEL LOCKER



MANUFACTURER'S WARRANTY SERVICE (Provided at no charge with Platinum Support Plan)

The Manufacturer's Warranty Service ensures that your device is operating at its optimum level. To increase the life span of your device we recommend that this service is carried out every 6 months. We provide the following services:

- Clean all internal and external surfaces.
- All circuitry, computers and internal hardware are cleaned and all dust is removed.
- A diagnostic review is performed on-site to ensure all components including touch screen, IC tag reader, barcode reader, electronic locks, industrial computer, modem, UPS, software and hardware is up to date and operating correctly.
- Preventative maintenance work is carried out to prolong the life of your device including replacement of components where necessary.
- All cameras are checked and cleaned, then adjusted if required.
- A safety check is conducted to ensure that the surge protector and safety switch are operational and that all anchoring devices for the machine are intact.

TERMINATION OF YOUR TOTAL SUPPORT PLAN

Either party may terminate this agreement with 90 days written notice being provided.

YOU NEED TO INSURE YOUR PARCEL LOCKER

As the owner, you need to take out Insurance for the parcel locker for any damage that may occur as a result of malicious or accidental doing, or acts of God (flood, hail, fire and all natural disasters).

7 DAY HELPLINE

MPL will handle all enquiries for both users and owners. We ask that all enquiries be directed to our 7 day helpline: QLD (07) 3123 2862, NSW (02) 8073 4298, VIC (03) 9034 5079, WA (08) 6365 4675, SA (08) 6365 4675.

PARCEL LOCKER ONBOARDING OF COURIERS

MPL will commence a training program to ensure all Couriers and Delivery Agents for your area are familiar with your parcel locker location and we will issue fobs.

Onsite management and users will be provided with full training and information on using the Parcel Locker System

WELCOME PACK

MPL will provide easy to understand instructions and any updates or special offers to encourage the use of your parcel locker. These may include free uses or special discounts on bulk buys. MPL will always look for ways to increase traffic into your parcel locker, which may include negotiating with local retailers to provide discounted or free home delivery opportunities for users. MPL may charge these retailers a marketing fee and provide information on the MPL website regarding any offers.

FIRST TIME USERS GET 2 FREE USES

To encourage users to register for deliveries, we recommend providing '2 free use tokens' when they complete their online registration. As long as users collect their parcel within the free pick up period, they can use the parcel locker for free.

SUPPORT & ONBOARDING AGREEMENT

PARCEL LOCKER



WHO IS RESPONSIBLE FOR PARCELS IN MY PARCEL LOCKER?

My Parcel Locker Pty Ltd (MPL) takes full responsibility for all parcels (with the exception of fresh or frozen foods) from the moment that a parcel is deposited and logged into a parcel locker until the parcel is retrieved. If it is proven that a parcel was stolen or requires repairs or replacement as a direct result of being stored in the parcel locker, MPL will pay up to a maximum of \$150.00 to replace or repair such a parcel, at the discretion of MPL.

MPL does not accept responsibility for parcels damaged prior to depositing into the lockers, or parcels damaged when depositing into our lockers (such as larger parcels being forced into lockers that are too small), or parcels being dropped or handled in a manner that would cause damage when being deposited into the locker system.

The same applies to retrieving parcels, where parcels are dropped when being retrieved or handled in a manner that would cause damage. If the parcels have been deposited and retrieved in a correct manner as above, then any claim may only arise if the parcel locker shows evidence of being damaged or interfered with through disaster events such as fire, flood, or the lockers being forcefully opened and parcels stolen or damaged. This excludes damage caused by faulty plumbing and sprinkler systems in the building.

MPL parcel locker systems have video cameras to record each time a parcel is deposited or retrieved. This recording may be used to assess any damage or theft claim.

SIGNATURE REQUIRED FUNCTION

Developed in collaboration with Australia Post, the locker accepts deliveries that require a signature from the recipient/user. Once a package is delivered, MPL becomes the custodian for the parcel and the user's proxy until the parcel has been retrieved.

At any time, users may opt out of using 'Signature Required' via the 'Opt Out' option provided on the App. In some cases, Couriers may request Onsite Management to sign for some parcels. Onsite Management would then deposit the parcel into the parcel lockers. As soon as the parcel has been successfully deposited all risk for the parcel is transferred to MPL.

UNCLAIMED OR OVERDUE PARCELS

To ensure that parcels are picked up promptly, users will pay a fee for every 24 hours or part thereof that a parcel remains uncollected after the free parcel pick up period has expired.

If parcels are not retrieved within 2 weeks of delivery, or if users cannot be contacted, it may be necessary for MPL to recover parcels to check that the correct phone number has been used or to investigate why a parcel has not been collected. MPL may then arrange for the return of unclaimed parcels to senders.

FACTORY WARRANTY

Your parcel locker is covered by our Factory Warranty that includes a 3 year Repair and Replacement Warranty on the following parts: All electronic locking systems, all sensor bars, all wiring looms, all electronic readers, all barcode scanners, pin hole cameras, DVR devices and 4G Router.

A 2-year Repair and Replacement Warranty is provided for the kiosk screen and industrial computer. Please note that a 5 year Factory Warranty applies to the repair and replacement of all parts when the Platinum Care Package is selected. None of the above warranties provide cover for accidental or intentional damage to the locker. This needs to be covered by your own insurance. The external colour or special printing including logos and branding messages are guaranteed for a total of 3 years for all warranties including the 5 year Factory Warranty under the Platinum Care Package.

PLEASE NOTE:

Should the parcel locker be removed or relocated without consultation with MPL, your Warranty and Support Plan may become null and void.

SUPPORT & ONBOARDING AGREEMENT

STORAGE FEE MODULES



After purchasing your parcel locker, we recommend the following 3 storage fee models that allow free pick up periods ranging from 12 hours to 48 hours. The free pick up period is optional however it motivates people to collect their parcels quickly, ensuring adequate lockers are available for new deliveries.

STORAGE FEE MODEL 1

The parcel locker service is provided free of charge as long as parcels are picked up within **48 hours** of delivery. Thereafter users purchase a token for each 24 hour period (or part thereof) that the parcel remains uncollected. Once users register for deliveries (online at mplotter.com or download the *My Parcel Locker* app) they will receive 2 free tokens.

Choose a user plan to purchase tokens as follows:

- Gold - \$30.00 for 30 Tokens (\$1.00 per use)**
- Silver - \$15.00 for 10 Tokens (\$1.50 per use)**
- Bronze - \$2.50 per Token (\$2.50 per use)**

STORAGE FEE MODEL 2

The parcel locker service is provided free of charge as long as parcels are picked up within **24 hours** of delivery. Thereafter users purchase a token for each 24 hour period (or part thereof) that the parcel remains uncollected. Once users register for deliveries (online at mplotter.com or download the *My Parcel Locker* app) they will receive 2 free tokens.

Choose a user plan to purchase tokens as follows:

- Gold - \$30.00 for 30 Tokens (\$1.00 per use)**
- Silver - \$15.00 for 10 Tokens (\$1.50 per use)**
- Bronze - \$2.50 per Token (\$2.50 per use)**

STORAGE FEE MODEL 3

The parcel locker service is provided free of charge as long as parcels are picked up within **12 hours** of delivery. Thereafter users purchase a token for each 24 hour period (or part thereof) that the parcel remains uncollected. Once users register for deliveries (online at mplotter.com or download the *My Parcel Locker* app) they will receive 2 free tokens.

Choose a user plan to purchase tokens as follows:

- Gold - \$30.00 for 30 tokens (\$1.00 per use)**
- Silver - \$15.00 for 10 tokens (\$1.50 per use)**
- Bronze - \$2.50 per token (\$2.50 per use)**



SUPPORT & ONBOARDING AGREEMENT

SELECT STORAGE FEE PLAN



STORAGE FEES:

The parcel locker service is provided to users free of charge as long as parcels are collected within the free pick up period. Thereafter users purchase a token for each 24 hour period or part thereof that the parcel remains uncollected after the free pick up period expires.

SELECT A STORAGE FEE PLAN:

Storage fees will not be charged. No storage fee plan required.

User Storage Fee Plan for Model 1
with 48 hour free pick up period.

Gold	\$30.00 for 30 tokens (\$1.00)
Silver	\$15.00 for 10 tokens (\$1.50)
Casual	\$2.50 per token (\$2.50)

User Storage Fee Plan for Model 2
with 24 hour free pick up period.

Gold	\$30.00 for 30 tokens (\$1.00)
Silver	\$15.00 for 10 tokens (\$1.50)
Casual	\$2.50 per token (\$2.50)

User Storage Fee Plan for Model 3
with 12 hour free pick up period.

Gold	\$30.00 for 30 tokens (\$1.00)
Silver	\$15.00 for 10 tokens (\$1.50)
Casual	\$2.50 per token (\$2.50)

PAYMENT OF STORAGE FEES

All storage fees collected are paid to the locker owner by way of a credit which is applied to all Support Fee Invoices each quarter.

SAMPLE REFERENCE ONLY 06.08.2015

SUPPORT & ONBOARDING AGREEMENT

PARCEL LOCKER



By signing this agreement, I acknowledge that I understand the terms and conditions as outlined.

.....
Signature

.....
OR use digital signature

.....
Name

.....
Date

Executed by My Parcel Locker Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

.....
Director / Secretary Signature

.....
OR use digital signature

.....
Director / Secretary Name

.....
Date

SAMPLE REFERENCE
FOR ONLY 06.08.2025

TO DISCUSS DELIVERY SOLUTIONS FOR
YOUR BUILDING, PLEASE CONTACT:

NSW (02) 8073 4298
ACT (02) 8073 4298
QLD (07) 3123 2862
VIC (03) 9034 5079
TAS (03) 9034 5079
WA (08) 6365 4675
SA (08) 6365 4675
NT (08) 6365 4675

Email info@myparcellocker.com

Address Unit 8 / 98-100 Willarong Rd, Caringbah, NSW 2229

Postal Address PO Box 2004, Taren Point, NSW 2229



Proposed facilities management plan (Ocean Protect)

SAMPLE FOR REFERENCE
ONLY 06.08.2025

Facilities Management Plan

SAMPLE
FOR REFERENCE
ONLY 06.08.2025

Facilities Management Plan

Tax Invoice

PARTIES:

TREATMENT SOLUTIONS PTY LTD ACN 155 928 966 of PO Box 444, Alexandria, NSW 1455 (we, us or our) AND The Developer customer named in the Schedule below (you).

Schedule

DEVELOPER

Name:	117 Victoria Street West End Pty. Ltd.		
Trading as:		ACN/ABN:	46 672 851 679
Address:	Governor Phillip Tower		
	Suite 4, Level 27, 1 Farrer Place, SYDNEY NSW 2000		
Phone No:	1300 432 432 / 0478 735 859	Fax No:	N/A
Contact:	Ben Volkman	Email:	ben.v@tradersinpurple.com

EQUIPMENT LOCATION AND SITE CONTACT

Address:	117 Victoria Street		
	WEST END QLD 4101		
Contact:	Alex Taylor	Phone No:	1300 432 432 / 0408 208 228
Email:	alex.t@tradersinpurple.com		

DESCRIPTION OF EQUIPMENT

Model	Description	Serial No(s) (if applicable)
SFP-7-690-PSORB-3300-OFF.INT-S	7-cartridge StormFilter® Manhole	N/A
SFP-8-690-PSORB-3300-OFF.INT-S	8-cartridge StormFilter® Manhole	N/A
6-OG-200	6-OceanGuard® Filter to Suit	N/A

MAINTENANCE SERVICES

Maintenance Services cover the cleaning and maintenance of the Equipment (including the StormFilter, Jellyfish Filter, OceanGuard and GPT) and the removal of Stormwater Waste from the Equipment (up to the Maximum Pollutant Load per Cartridge and within the GPT Maximum Storage Capacity), on and subject to the terms and conditions set out in this document.

Stormwater Waste means the typical pollutants and concentrations (gross pollutants, suspended solids, metals, nutrients and hydrocarbons only) that exist within stormwater run-off that are generated from fully developed and stabilised (once building and construction work ceases) residential, commercial and light industrial (non-manufacturing) catchments and exhibit "typical" pollutant concentrations only, as prescribed in "Managing Urban Stormwater: Harvesting and Reuse" published by the Department of Environment and Conservation NSW, 2006.

Estimated Maintenance Frequency – StormFilter:	<input type="text" value="12 Months"/>	SF Cartridge Type:	<input checked="" type="radio"/> 690mm	<input type="radio"/> 460mm	<input type="radio"/> 310mm
Estimated Maintenance Frequency – Jellyfish Filter:	<input type="text" value="N/A"/>	Maximum Pollutant Load per SF Cartridge (in kgs):	<input type="text" value="200"/>		
Estimated Maintenance Frequency – OceanGuard:	<input type="text" value="4 Months"/>	Maximum Pollutant Load per JF Cartridge (in kgs):	<input type="text" value="N/A"/>		
Estimated Maintenance Frequency – GPT:	<input type="text" value="N/A"/>	GPT Maximum Storage Capacity (in tonnes):	<input type="text" value="N/A"/>		

INSTALLATION SERVICES (STORMFILTER, JELLYFISH FILTER AND OCEANGUARD)

Installation by Treatment Solutions Installation by third party

INSTALLATION SERVICES (GPT)

Installation by Treatment Solutions Installation by third party

MAINTENANCE SPECIFICATIONS

Certification Services:	<input type="text" value="YES"/>	Estimated Certification Frequency:	<input type="text" value="12 Months"/>
Authorised Additional Services Amount: \$	<input type="text" value="500.00"/>		
Current rate for removal of Stormwater Waste in excess of Maximum Pollutant Load per Cartridge:	\$	<input type="text" value="300.00"/>	per tonne
Current rate for removal of Stormwater Waste in excess of GPT Maximum Storage Capacity:	\$	<input type="text" value="N/A"/>	per tonne

TERM

Commencement Date (dd/mm/yyyy): Term: months from the Commencement Date

FEES

Billing Periods: Monthly Quarterly Half-Yearly Yearly

[] Payments of \$ plus \$ GST = \$ per Billing Period

The Fees are due and payable on the day of each Billing Period throughout the Term and may be subject to adjustment in accordance with the terms and conditions set out in this document.

ACCOUNTS PAYABLE CONTACT

Contact:	<input type="text" value="Ben Volkman"/>	Phone No:	<input type="text" value="1300 432 432 / 0478 735 859"/>
Email:	<input type="text" value="ben.v@tradersinpurple.com"/>		

SIGNATURE OF CUSTOMER

You acknowledge and confirm that: (1) you have read, understood and agree to be bound by the terms and conditions set out in this document; (2) you have read and understood the Privacy Consent attached and consent to us collecting and using your personal information (where applicable) in accordance with the Privacy Consent; and (3) all information provided by you is true and correct.

Signed:

Date:

Name:

Title/Position:

Signed:

Date:

Name:

Title/Position:

For and on behalf of the Customer

For and on behalf of the Customer

GUARANTOR(S)

~~Guarantor Name:~~ ~~ACN/ABN (if applicable):~~

~~Guarantor Name:~~ ~~ACN/ABN (if applicable):~~

~~Each of the person(s) referred to as "Guarantor" above (collectively the Guarantor):~~

- ~~(1) agrees to provide a guarantee and indemnity in accordance with clause 19 of the terms and conditions set out in this document; and~~
- ~~(2) acknowledges having read and understood the Privacy Consent attached and consents to us collecting and using the Guarantor's personal information (where applicable) in accordance with the Privacy Consent.~~

Executed by the Guarantor:

~~Signed, sealed and delivered by:~~

~~Signature of Guarantor:~~

~~Date:~~

~~Name of Guarantor:~~

~~Address of Guarantor:~~

~~Signature of Witness:~~

~~Date:~~

~~Name of Witness:~~

~~Address of Witness:~~

~~Signature of Guarantor:~~

~~Date:~~

~~Name of Guarantor:~~

~~Address of Guarantor:~~

~~Signature of Witness:~~

~~Date:~~

~~Name of Witness:~~

~~Address of Witness:~~

SIGNATURE OF TREATMENT SOLUTIONS PTY LTD

Authorised Officer:

Date:

Facilities Management Plan – Terms and Conditions

1. Definitions and Interpretation.

In this Plan, unless the context otherwise requires: Each of the items defined or referred to in the Schedule have the meaning given in the Schedule; ACL means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); Additional Services means any services in relation to the Equipment which are outside of and/or in addition to the Maintenance Services; Additional Services Charges means the prevailing rates from time to time for the Additional Services; Annual Recurrence Interval (ARI) has the meaning provided by the Australian Bureau of Meteorology's Australian Water Information Dictionary; Assessment means the assessment made by us in relation to the Replacement Plan, as required by the NCCP; Break Costs means any cost or loss incurred by us arising from any early termination of this Plan, including any costs or loss arising from the cancellation, termination or alteration of any applicable funding arrangements; Business Day means any day on which banks are open for business in New South Wales, other than a Saturday, Sunday or public holiday; Costs of Repossession means all costs and expenses incurred by us in effecting, or attempting, repossession of the Equipment, satisfying any third party claim, and in storing, repairing to good working order and condition, insuring, valuing and disposing of, the Equipment after repossession; Discount Rate means a rate determined by us which is not more than 4% per annum less than the Implicit Rate; Early Termination Amount means, as at the date of early termination of this Plan: (a) any amounts then due but unpaid under this Plan; plus (b) the Fees (net of GST) which would have otherwise been payable by you under this Plan as from the date of early termination to the end of the Term (inclusive of any unamortised brokerage or commission), reduced to a present value by applying the Discount Rate to such Fees; plus (c) any Break Costs; GPT or Gross Pollutant Trap is as defined in the Schedule, and incorporates any or all Vortensity, Vortcapture and / or Vortechs product to which this Plan applies; GST means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth); Guarantor means the person/s named as guarantor in the Schedule; Hazardous Waste means any waste material classified as "Hazardous Waste" or otherwise identified as having specific handling and disposal requirements by the Department of Sustainability, Environment, Water, Population and Communities; Implicit Rate means the rate that is equivalent to the Commonwealth Bank of Australia overdraft rate from time to time; Index means the Consumer Price Index (All Groups weighted average of eight capital cities) published by the Australian Bureau of Statistics (or equivalent index, if such index is discontinued or suspended); NCCP means the National Consumer Credit Protection Act 2009 (Cth); Owners Corporation means the owners corporation, or equivalent established for Equipment Location and of which you are the original owner; PPSA means the Personal Property Securities Act 2009 (Cth); Replacement Plan means a Facilities Management Plan entered into between us and the Owners Corporation; and Schedule means the Schedule to this Plan. In this Plan, words importing the singular include the plural and vice versa; headings shall be ignored in construing this Plan; the word "include" or "including" is to be construed as additionally containing the phrase "without limitation"; if any party (including Guarantor) is comprised of more than one person, those persons' obligations are joint and several; references to a party (including any Guarantor) include references to that party's legal personal representatives, successors and permitted assigns; references to persons include references to corporations and other bodies and entities; references to statutes include all statutes amending, consolidating or replacing such statutes; and a reference to "\$" is a reference to Australian dollars.

2. Term.

This Plan commences on or with effect from the Commencement Date and, subject to clause 15, continues for the Term.

3. Maintenance and Services.

(1) In relation to the Maintenance Services, any Additional Services or any other charges for other services relating to the Equipment, you acknowledge and agree that: (a) such charges (and any increases) are included at your request; and (b) your obligations to pay the Fees and other amounts payable under this Plan free of any deduction, with-holding or set-off and to perform your other obligations under this Plan, are absolute and unconditional. (2) We will provide the Maintenance Services at the Equipment Location, at the Estimated Maintenance Frequency and in accordance with the Maintenance Specifications and this Plan. For avoidance of doubt, Maintenance Services do not include any cleaning or maintenance of, removal from or other services in relation to the Equipment (including the StormFilter, Jellyfish Filter, OceanGuard and GPT) for or in respect of any Hazardous Waste, aggregates, concrete, debris, plastic, shingle, sediment or other waste contained on or within runoff derived from a 1 in 5 year ARI or flood event, construction run-off or any other waste material other than Stormwater Waste. (3) We may and you authorise us to provide any Additional Services (provided that where the cost of any Additional Services exceeds the Authorised Additional Services Amount,

we will obtain your prior consent). Such Additional Services may include: (a) the cleaning or maintenance of the Equipment that falls outside the scope of the Maintenance Services (including, the removal from the Equipment of any Stormwater Waste which is in excess of the Maximum Pollutant Load per Cartridge or the GPT Maximum Storage Capacity); (b) any additional time expended by us (including reasonable waiting time for any of our personnel at the Equipment Location) in performing the Maintenance Services as a result of any failure by you to comply with your obligations under clause 11 or any operation of the Equipment under abnormal conditions (including mains fluctuations or any contamination of the Equipment); (c) any additional time or costs expended by us arising from any delays or difficulties in accessing the Equipment Location or the Equipment (or part of it) which are outside of our control; (d) the supply and installation of consumables specific to the Equipment, other than in accordance with the Maintenance Specifications or other than where such consumables can be supplied and installed as part of the Maintenance Services without significant additional expense or increase in the time required to perform the Maintenance Services; (e) the supply of any consumables used by us to perform the Maintenance Services, in particular, any substances used to clean and maintain the Equipment; (f) clearing any gas accumulated in the Equipment that cannot be cleared by natural means (for example, ventilation); (g) the cleaning, maintenance, removal, handling, up-lifting, treatment or disposal of Hazardous Waste or any other waste material other than Stormwater Waste; (h) undertaking any remedial work in respect of the Equipment in accordance with clause 6(b); (4) We will perform the Maintenance Services using appropriately trained and qualified personnel. (5) We may subcontract the provision of any of the Maintenance Services and/or any Additional Services to a third party, provided that we remain primarily liable to you for such provision. (6) The Maintenance Services and any Additional Services will be performed at a mutually agreed time. If either party is unable to comply with the agreed time as a result of unforeseen events outside of that party's control, it will notify the other party as soon as reasonably practicable and the parties will agree to an alternate time. (7) Our standard working hours for provision of the Maintenance Services and any Additional Services is between 9am and 5pm on Business Days. If you require the Maintenance Services and/or any Additional Services to be performed outside of these hours, an after-hours surcharge may be charged by us at our prevailing rate.

4. Consumables.

We will replace any consumables supplied with the Equipment (including, OceanGuard bags and broken filter cartridges) requiring replacement due to reasonable wear and tear or normal operating condition (Authorised Conditions). For the avoidance of doubt, we are not responsible for the replacement of any consumables required other than due to the Authorised Conditions, including a flood event or deliberate damage caused to the consumables.

5. Hazardous Waste.

(1) You must promptly inform us of any spill or activity on or proximate to the Equipment Location which may result in Hazardous Waste entering the Equipment. (2) We are not liable for removing, uplifting, treating or disposing of any Hazardous Waste unless specifically agreed between you and us, in which case such services will be provided by us as Additional Services. (3) You must provide an appropriate facility at the Equipment Location for the storage of any Hazardous Waste and pay or reimburse us for all costs and expenses incurred by us in handling any Hazardous Waste. (4) You acknowledge that we may be convicted or otherwise held liable at law as a result of your actions, inaccuracies or omissions in the description of the Hazardous Waste and its collection, deposit or retention. You will indemnify us and keep us indemnified against all losses, liabilities, fines, costs, expenses and damages in respect of any prosecution, claim, action or conviction against us arising from or in connection with any such action, inaccuracy or omission by you.

6. Certification Services.

(1) Where "Certification Services" is selected in the Schedule, we will at the Estimated Certification Frequency inspect the Equipment to ascertain whether it complies with our operation and maintenance procedures and requirements (the Requirements). (2) Where the Equipment: (a) complies with the Requirements, we will issue a compliance certificate to you (Compliance Certificate); or (b) does not comply with the Requirements, we will advise you and work with you to complete any remedial work required to enable a Compliance Certificate to be issued, provided that the cost of such remedial work will be borne by you and charged to you as Additional Services (unless they fall within the scope of Maintenance Services).

7. Fees and Charges.

(1) You must pay the Fees at the times referred to in the Schedule. Time is of the essence. (2) The Fees include the charges for the lease of the Equipment and the provision of the Maintenance Services. (3) You must pay or indemnify us against all taxes, duties and registration fees payable in respect of this Plan. If the amount actually payable to the relevant authority for any such taxes, duties or fees differs from the amount (if any) disclosed in the Schedule, you must pay us the difference. You must reimburse us for the amount of any GST payable on any supply made by us under or in connection with this Plan (including, any GST payable in connection with any residual or Early Termination Amount). Unless otherwise agreed, you must pay all amounts under this Plan by direct debit. (4) All payments made by you under this Plan must be in immediately available funds, and must be paid when specifically provided for in the Schedule, or otherwise upon demand (when no specific due date for payment is expressed). If a date for payment: (a) is not a Business Day, payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month. (5) The Fees set out in the Schedule may be increased on each anniversary of the Commencement Date by the greater of: (a) any increases in the Index over the preceding 12 months; and (b) an amount (determined by us) not exceeding 7.25%. (6) Your obligation to pay the Fees is unaffected by any break down, damage, theft, loss or destruction of, or any defect in, the Equipment. (7) We will invoice you separately for any Additional Services, which must be paid by you within 14 days of the date of such invoice. Where rates are specified in the Schedule, these are subject to change in accordance with any changes in prevailing rates.

8. Owners Corporation.

(1) You are permitted to request us to enter into a Replacement Plan with the Owners Corporation at any time under this Plan, provided that: (a) the Equipment has been completely installed and all relevant council and other necessary approvals have been obtained; (b) the Owners Corporation has been incorporated and has held its first Annual General Meeting; (c) the executive committee of the Owners Corporation has been elected; (d) we have been provided with the Owners Corporation's relevant financial records and budget; (e) we have conducted an Assessment of the Owners Corporation and are satisfied that the Replacement Plan is not unsuitable; (f) we are satisfied that all information provided to us in relation to the Equipment Location, the Plan, the Replacement Plan and the Owners Corporation is accurate and not misleading; (g) you and the Owners Corporation execute all documentation required by us to effect the Replacement Plan; and (h) you remain or become responsible for any breach of the Replacement Plan by the Owners Corporation or where an Assessment demonstrates the Replacement Plan as being unsuitable for the Owners Corporation.

9. Acknowledgments.

((1) You acknowledge and agree that: (a) you have satisfied yourself as to the condition and suitability of the Equipment and Maintenance Services for your purposes, the validity of any manufacturer's or supplier's warranties or guarantees and the non-infringement of any patents or other applicable intellectual property rights and you have not relied on us in deciding to enter into this Plan; (b) if the Schedule specifies that you or a third party will install the Equipment, you will, at your own cost, arrange the installation of the Equipment and to the full extent permitted by the ACL and other applicable laws, we will not be liable for any damage, defect or loss arising out of the installation of the Equipment. You will be taken to have received and accepted the Equipment in the condition in which it was delivered. If we request, you must execute an acknowledgment of delivery in a form acceptable to us; (c) to the full extent permitted by law, all express and implied terms, conditions, representations, warranties and guarantees are excluded and we do not give any guarantee, representation, warranty or assurance as to the quality, merchantability, acceptability, fitness for purpose, care and skill, condition, description, assembly, manufacture, design, performance, time for supply or safety of the Equipment or the Maintenance Services. Nothing in this Plan, however, will exclude, restrict or modify any non-excludable rights or remedies; (d) to the full extent permitted by law, we are not liable for: (i) any damage to property or death of, or injury to, any person, arising from or related to the Equipment; or (ii) any loss or damage of any kind arising under or in connection with this Plan; and (e) to the full extent permitted by law, our liability under or in relation to this Plan where any goods and services we supply are goods and services not of a kind ordinarily acquired for personal, domestic or household use, is limited to, at our option, one or more of: (i) replacing or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; (ii) supplying the services again or paying the cost of having the services supplied again. (2) You acknowledge that the Maintenance Services and any Additional Services and any re-placement parts or consumables supplied in connection with the Maintenance Services and any Additional Services will be supplied to you for business purposes. (3) You must: (a) immediately notify us if you become aware of any problem with or damage to the Equipment; and

(b) take all reasonable steps to mitigate the effect of any problem or damage. (4) Reconditioned parts may be used instead of new spare parts. We will own any parts removed from the Equipment.

10. Use and Care of Equipment.

(1) You: (a) must ensure that the Equipment is used only in your general business operations and only for the purposes for which the Equipment was designed, by qualified personnel complying at all times with all laws relating to the Equipment and its use and with all instructions and recommendations issued by us, the Equipment's supplier or manufacturer and, if the law requires the Equipment or this Plan to be registered, you must do so at your cost and ensure that such registration remains continually effective; (b) comply with our reasonable instructions and directions concerning the operation and maintenance of the Equipment; (c) must not, at any time without our prior written consent: (i) modify, repair or maintain the Equipment or permit any third party to do so; or (ii) use any accessories or consumables as part of the operation of the Equipment other than in accordance with the Equipment specifications; (d) irrevocably authorise, and must use your best endeavours to have others authorise, us to access and enter upon the Equipment Location to examine the Equipment's state of repair and operation and make the Equipment available to our personnel to allow the Maintenance Services and any Additional Services to be provided; (e) agree that any replacement of, alteration or addition to, including any accessories, tools or other items supplied with, installed in, or attached to, the Equipment during the Term will be considered part of the Equipment for the purposes of this Plan; (f) have no authority to pledge our credit or create any interest or right in, or over, the Equipment and you must notify all third parties of this provision before they work on the Equipment; and (g) must comply with all applicable laws relating to the Equipment and its installation, maintenance and use, including, environmental and occupational health and safety laws and the conditions of any development approval issued by any government authority. (2) If you are not the owner of the Equipment Location (the Premises), you must procure that the owner of the Premises (the Owner) agrees, or if you are the owner of the Premises, you agree: (a) that our interest in the Equipment has first priority ahead of any interest the Owner or you (as the case may be) may claim in it; (b) that you may install and use the Equipment on the Premises and, for as long as we retain an interest in the Equipment, the Owner or you (as the case may be) will not claim that the Equipment is a fixture (notwithstanding that the Equipment may be wholly or partly affixed or annexed to the Premises); (c) to permit our personnel to enter the Premises at any reasonable time to inspect, repossess, remove or otherwise exercise any of our rights in respect of the Equipment, and if we request, the Owner and you will provide reasonable assistance to us to the extent it is permitted by law; (d) to notify us if the Owner or you (as the case may be) enter into an agreement to sell, or grant a lease or mortgage over, the Premises or enter into possession of the Premises; (e) to notify any purchaser, lessee or mortgagee of the Premises of our interest in the Equipment and the right of entry under this Plan; and (f) to notify us immediately if the Owner or you (as the case may be) propose, or are required, to remove the Equipment from the Premises.

11. Equipment Location Obligations.

(1) You must notify and train our personnel of any special safety regulations or other requirements that must be observed by us in accessing the Equipment Location and providing the Maintenance Services (Site Requirements). If any such instruction or training results in a significant increase in the time required to perform the Maintenance Services, we may charge you the Additional Services Charges in respect of such increase. (2) Where we attend the Equipment Location to perform the Maintenance Services, you must inform our personnel of any problems or other variations from the normal operation of the Equipment and provide such other information as our personnel may reasonably require in relation to the operation of the Equipment.

12. Insurance.

(1) You must, at your own cost, effect and keep current throughout the Term with are put able and solvent insurer: (a) insurance in respect of the Equipment for its full insurable value against all loss or damage of any kind whatever and however caused; and (b) insurance for such amount of cover as we reasonably require (or if not specifically required by us, for such amount as a prudent owner of the Equipment would obtain cover) having regard to the nature and intended use of the Equipment, against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties. (2) You must ensure that our interest as owner of the Equipment is noted on all such insurances. You must produce to us on request proof of its currency and ensure nothing is done or occurs which might prejudice or invalidate those insurances. We may in our discretion, at any time, effect any insurances in our own name and on our own behalf, in which case you must reimburse us for that cost. (3) We are entitled to receive all moneys payable under any relevant insurance policy or by any

other person in respect of damage to, or loss of, the Equipment and you irrevocably appoint us as your attorney to recover or compromise any claim, loss or damage under any such insurances.

13. Title to Equipment.

(1) You acknowledge that the Equipment remains our property at all times and your rights under this Plan are personal and as bailee only. You have no authority to deal with, and agree not to purport to deal with, or share or transfer possession of, the Equipment. We may at any time affix identifying plates or marks on the Equipment and you must provide us access to the Equipment to enable us to do so. (2) You must do everything necessary to protect our title to the Equipment, including assuring third parties of our ownership of the Equipment. You must ensure that the Equipment does not become a fixture to land and must refrain from doing anything which could give rise to any claim adverse to our ownership of the Equipment. You must notify us immediately if a third party makes any such claim. (3) If we become entitled to repossess the Equipment, you irrevocably authorise us to enter upon the Premises or the Equipment Location to remove, detach and dismantle the Equipment, or any part of the Equipment as we deem fit, including from any part of the Premises to which the Equipment may have been affixed.

14. Indemnities.

(1) You indemnify us, our officers, agents and employees, against all loss (including, any loss of Fees, residual or other revenue or capital loss or any loss of bargain or profit), damage, claims, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature (the indemnification), arising directly or indirectly from, or in respect of: (a) any loss or destruction of or damage to the Equipment however arising or caused (including, due to the theft or lawful confiscation of the Equipment), including loss of value resulting from insufficient, inadequate or faulty repair by you or your contracted third party; (b) the use or change of use, location, condition, operation, seizure, forfeiture or other confiscation of the Equipment; (c) any claim or demand from any third party in relation to the Equipment or its possession, operation or use; (d) any damage to property or death of, or injury to, any person suffered or sustained in connection with the Equipment or its possession, operation or use; (e) any early termination of this Plan or the Replacement Plan by us as a result of any change in the circumstances of the Owners Corporation that were not disclosed to us; (f) any early termination or attempted early termination of the Replacement Plan by the Owners Corporation; or (g) the early termination of this Plan (to the extent not otherwise recoverable under this Plan). (2) You indemnify us, our officers, agents and employees, for the indemnification in the event that we are entitled to seek remedy or compensation from the Owners Corporation but are unable to do so for any reason whatsoever. (3) The indemnities set out in this Plan continue in full force and effect notwithstanding the termination (however occurring) of this Plan.

15. Early Termination.

(1) We may terminate this Plan and repossess the Equipment (which repossession will itself terminate this Plan if no prior notice of termination is given) if any of the following events occur: (a) you fail to pay any of the Fees when due; or (b) you breach any other essential provision of this Plan or otherwise repudiate your obligations under this Plan; or (c) the circumstances of the Owners Corporation change substantially from the circumstances disclosed by you at the Assessment; or (d) you fail to observe any other obligation under this Plan after we first give you written notice of the breach and requiring such failure to be rectified within ten (10) Business Days after service of the notice; or (e) we ascertain that any representation, warranty or statement made by you in, or in connection with, this Plan is untrue or misleading (whether by omission or otherwise) in any material respect; or (f) there is, in our reasonable opinion, a material adverse change in your or the Guarantor's business, assets or financial condition or a change in your or the Guarantor's ownership without our prior written consent; or (g) you or the Guarantor enter into, or any steps are taken to have you or the Guarantor enter into, bankruptcy, insolvency, liquidation, receivership or similar; or (h) any insurance required under this Plan is cancelled or any insurer disclaims liability, or we receive notice that any such insurance will be cancelled or materially adversely modified and a placement policy is not effected to our satisfaction before expiration of the notice; or (i) we ascertain in our reasonable opinion that there is a serious risk of loss of or damage to the Equipment for any reason; or (j) you or the Guarantor or any of your related bodies corporate fail to comply with that party's obligations under any other leasing, hiring finance, maintenance, service, guarantee, indemnity or undertaking agreement or arrangement given to us or any of our related bodies corporate (collateral agreement). (2) Without limiting the essentiality of any other term of this Plan, your obligation to pay the Fees on time, to insure the Equipment, to keep the Equipment in your personal control, to remain solvent and to ensure that there is no change of the type referred to in clause 15(1)(f) are essential terms of this Plan. You will be taken to have repudiated

your obligations under this Plan if you do not comply with any of its essential terms. (3) If we terminate this Plan under clause 15(1), you must: (a) immediately on receiving notice of termination, deliver up the Equipment in accordance with clause 16(2)(a); (b) pay to us the Early Termination Amount; and (c) pay to us our Costs of Repossession. (4) If an event referred to in clause 15(1) occurs entitling us to terminate this Plan, then the occurrence of such event shall: (a) constitute an event of default; and (b) be taken to be a repudiation of any collateral agreement, thereby entitling us (or our related body corporate, as the case may be) to terminate that collateral agreement.

16. Termination On Expiry.

(1) If you wish to return the Equipment at the end of the Term, you must provide us with written notice of your intention to do so, such notice to be provided at least ninety (90) days before the end of the Term. (2) If you give notice under clause 16(1) (or if you are required to comply with this clause 16(2) under clause 16(3)), then at the end of the Term (or on the relevant expiry date under clause 16(3)), you must: (a) at your cost, immediately deliver up the Equipment in good working order and condition (fair wear and tear excepted), at a place directed by us and if you do not do so, we may repossess the Equipment; (b) pay us, by way of liquidated damages, an amount equal to the average daily lease payments payable by you during the Term, for each day you fail to deliver up the Equipment in accordance with clause 16(2)(a) or until we retake possession of the Equipment (to the extent that lease payments are not otherwise payable during that period under the following provisions of this clause 16); (c) pay us our Costs of Repossession; and (d) pay us all other amounts which fall due prior to termination and which remain outstanding and any other amounts payable under this Plan. (3) If you: (a) do not give the notice under clause 16(1) within the required time period; or (b) give that notice within the required time period but do not return the Equipment to us in the condition required under clause 16(2)(a) and we have not terminated this Plan, then the term of this Plan shall continue until terminated by either us or you providing one month's notice in writing to the other. If such notice is provided, you must return the Equipment to us in the required condition at the expiration of such notice period. (4) Payment of additional Fees by you under clause 16(3) will not affect our ownership of the Equipment or any of our rights under this Plan.

17. Representations and Warranties.

(1) You represent and warrant to us that: (a) you have full authority and all necessary consents to enter into and perform your obligations under this Plan; and (b) the execution and performance by you of this Plan will not result in a breach of, or constitute a default under, any instrument to which you are a party or by which you are bound or violate any laws. (2) If you or the Guarantor (the Trustee) enter into this Plan as a trustee of a trust (the Trust), then, the Trustee represents and warrants to us that: (a) the Trustee enters into this Plan for a proper purpose of the trust; (b) the Trustee has power and authority under the Trust to enter into this Plan; and (c) the Trustee has the right to be indemnified fully out of the trust property before the Trust's beneficiaries for all liabilities it incurs under this Plan.

18. Personal Property Securities Act.

(1) If we determine that this Plan is or contains a security interest for the purposes of the PPSA, you agree, at your cost, to do anything (such as obtaining consents, completing, signing and producing documents and supplying information) which we request and consider necessary for the purposes of: (a) ensuring that such security interest is enforceable, attached, perfected and otherwise effective; (b) enabling us to apply for any registration, or give any notification, in connection with such security interest so that the security interest has the priority required by us; or (c) enabling us to exercise rights in connection with such security interest. (2) To the extent that Chapter 4 of the PPSA applies, you agree, to the full extent permitted by law, that in respect of any arrangement between you and us, the provisions of sections 95 (to the extent that it requires us to give a notice to you), 116(2), 118 (to the extent that it allows us to give a notice to you), 121, 125, 130 (to the extent that it requires us to give a notice to you), 132(3) (d), 132(4), 135 and 143 of the PPSA which are for your benefit, or place any obligations on us in your favour, shall not apply and where we have rights in addition to those in Chapter 4 of the PPSA, those rights shall continue to apply. (3) You waive your right to receive any notice under the PPSA in relation to this Plan (including a verification statement) unless the notice is required by the PPSA and cannot be excluded. (4) Subject to section 275(7) of the PPSA, neither you nor us may disclose information of the kind referred to in section 275(1) of the PPSA, and we are not required to respond to a request for information made in accordance with section 275(1) of the PPSA, unless otherwise agreed in writing. (5) For the purposes of this Plan, terms defined in the PPSA are given the same meaning in this Plan.

19. Guarantee and Indemnity.

(1) In consideration of us entering into this Plan at the request of the Guarantor (and for other valuable consideration, the sufficiency of which is acknowledged), the Guarantor unconditionally and irrevocably guarantees to us: (a) the due and punctual payment of the Fees and all other amounts payable by you under this Plan; and (b) the due and punctual observance and performance of all of your other obligations under this Plan.

(2) As a separate and independent obligation, the Guarantor indemnifies us against any loss, liability or expense we may suffer or incur by reason of: (a) any of your liability being unenforceable in whole or in part for any reason; (b) any amount not being recoverable from you for any reason; or (c) any payment made to us being void, voidable or recoverable. (3) Interest will accrue daily on any amount unpaid from the due date for payment until the date of payment at the rate referred to in clause 20(4) (which clause shall apply with the necessary changes). (4) The obligations of the Guarantor under this guarantee and indemnity are principal and continuing obligations which will not be discharged until six (6) months after all amounts owing to us contingently or otherwise under this Plan have been paid in full and satisfied and all of your obligations under this Plan have been performed. (5) The Guarantor's liability will not be affected by: (a) any other guarantee or security or the release or variation of such; (b) any arrangement with or your release or the release of any other person from any obligation to us; (c) any omission or delay by us; (d) any concession or time given to you or any other person; (e) any variation or assignment of this Plan or of any rights or obligations under this Plan (whether with or without the Guarantor's knowledge or consent); (f) you becoming insolvent; or (g) any other act, matter or circumstance of any nature. (6) The Guarantor waives in our favour all rights at law, in equity or otherwise as may be necessary to give full effect to this guarantee and indemnity. (7) The Guarantor is not entitled to be subrogated to or be entitled to the benefit of a dividend or payment which we may receive in relation to you. (8) In the event of your liquidation, the Guarantor will only lodge a proof of debt or claim with our consent, and then only to enable us to receive the benefit of that debt or claim. (9) The Guarantor warrants: (a) receiving a commercial benefit under the transaction evidenced by this Plan; and (b) having had the opportunity to obtain legal advice in relation to the effect of this guarantee and indemnity. (10) This guarantee and indemnity operates as a deed and binds each person comprising the Guarantor who has executed this Plan whether or not all persons comprising the Guarantor have executed this Plan. (11) Where the Guarantor comprises more than one person, such persons are jointly and severally liable.

20. General.

(1) You must not assign, transfer or otherwise deal with any of your rights under this Plan without our prior written consent. Subject only to your rights under this Plan, we may assign, transfer or subcontract any of our rights and obligations under this Plan without your consent. (2) Termination of this Plan, however arising, will be without prejudice to our rights, powers and remedies with respect to any antecedent breach by you under this Plan. (3) Our rights under this Plan are in addition to our rights under the general law. (4) A certificate signed by our personnel containing statements as to an amount due by you under this Plan, the occurrence of any event or the existence of any fact, will be sufficient evidence of that fact or occurrence unless you prove them to be false. (5) You must pay interest on any amount due but unpaid under this Plan at a rate that is 2% per annum above the Implicit Rate, calculated from the due date for payment until the date on which the amount is paid. Such interest shall be calculated daily. (6) No waiver of any breach of this Plan will be effective unless it is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach will be deemed to be a waiver of any other or subsequent breach. (7) You consent to us paying a commission to or receiving a commission from any third party in relation to this Plan and to the inclusion of that commission in the Fees. (8) You authorise us to insert the Commencement Date in the Schedule once the date of delivery of the Equipment is known and to complete and amend any other blank, incomplete or inaccurate particular to render this Plan complete and enforceable. (9) If you neglect to pay any money or take any other action required by this Plan, we may pay that money or take that other action and recover the costs from you. (10) You irrevocably authorise us to set-off without notice any money held by us on any account of yours against any money owing by you to us or any of our related bodies corporate. You must not exercise any right of set-off or deduction on any account. (11) This Plan is governed by and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of that state. (12) If any provision (or part provision) of this Plan is found to be invalid or unenforceable, it must be read down so as to render it valid or enforceable, or severed from this Plan without affecting the remaining provisions. (13) Where this Plan is executed by a person on your behalf you warrant that he or she has the authority and delegated power to execute this Plan on your behalf. (14) Any notice to or by a party to this Plan: (a) must be in writing addressed to the other party or parties; (b) maybe delivered in person, by pre-paid post or by email or facsimile transmission; and (c) is regarded as given and received: (i) if by delivery in person, when delivered to the

addressee; (ii) if by pre-paid post, on the third day after posting; and (iii) if by email or facsimile transmission, when transmitted to the addressee (provided that a report from the sending machine confirms successful transmission). (15) We will not be responsible for any delay or failure to perform our obligations under this Plan to the extent that any delay or failure is due to a cause beyond our reasonable control.

Facilities Management Plan – Privacy Consent

The *Privacy Act 1988* (Cth) regulates the way in which my personal information can be used by credit providers.

1. Credit information that may be provided to a credit reporting body

- 1.1 I have applied for or been granted a credit account with Treatment Solutions.
- 1.2 I acknowledge and agree that Treatment Solutions may collect and give credit information about me to a credit reporting body before, during or after the provision of credit to me, for the following purposes:
- a) to obtain credit eligibility information about me to assess my credit application;
 - b) to administer any credit facility which is subsequently provided to me, including managing any account in connection with the credit facility, administering insurance claims, recovering any money owed to Treatment Solutions, maintaining the value and protecting any assets provided as security for any obligations under the credit facility and for use in connection with the outsourcing of any of Treatment Solutions' functions;
 - c) to assist me to avoid defaulting on my credit obligations;
 - d) to notify other credit providers of any default; and/or
 - e) to allow the credit reporting body to create or maintain its records containing credit information and credit eligibility information about me.
- 1.3 The information that may be provided to a credit reporting body is limited to:
- a) identity information – my name, any previous name/s and/or aliases, sex, current or last known address and previous two addresses, date of birth, name of employer, and drivers licence number;
 - b) information requests – a statement that Treatment Solutions has sought information about me from a credit reporting body in connection with my application for credit;
 - c) type of credit – the fact that I have applied for credit and the amount;
 - d) credit provider – the fact that Treatment Solutions is a current credit provider to me;
 - e) details of payment which become overdue for more than sixty (60) days and for which collection has commenced;
 - f) the fact that payments are no longer overdue, have been paid or discharged;
 - g) details of cheques drawn by me which have been dishonoured more than once;
 - h) the fact that in Treatment Solutions' opinion, I have committed a serious credit infringement;
 - i) court proceedings information – information about any credit-related judgments made or given against me in court proceedings; and
 - j) personal insolvency information – information about me that is entered on the National Personal Insolvency Index and which relates to my bankruptcy or personal insolvency and/or debt agreements made or proposed by me.

2. Assessment of Credit Application

- 2.1 I consent to Treatment Solutions obtaining credit eligibility information about me from a credit reporting body and/or from another credit provider to me, and conducting a search of the Personal Property Securities Register, and using such information for the purpose of assessing my application for credit.

3. Collection of overdue payments

- 3.1 I consent to Treatment Solutions obtaining credit eligibility information about me from a credit reporting body, and using and disclosing such information for the purpose of collecting payments that are overdue in relation to the credit provided by Treatment Solutions to me.

4. Disclosure to guarantor

- 4.1 I consent to Treatment Solutions giving credit eligibility information about me to a potential guarantor, for the purpose of that person considering whether to act as a guarantor or to offer their property as security for the credit offered or provided to me.
- 4.2 I consent to Treatment Solutions giving credit eligibility information about me to a guarantor of the credit offered or provided to me, for the purposes of keeping them informed about the guarantee and/or the enforcement or proposed enforcement of the guarantee.
- 4.3 If my credit application is declined due to adverse information on my credit file, I authorise Treatment Solutions and consent to Treatment Solutions notifying each guarantor for the credit that the application has been declined wholly or partly on information derived from my personal credit report.

5. Other acknowledgements and consents

- 5.1 I acknowledge and confirm the following:
- a) where I first applied for credit orally, the consents and acknowledgements contained within this acknowledgement were provided;
 - b) I consent to Treatment Solutions exchanging information concerning my financial affairs with any person acting on my behalf included an agent, accountant, solicitor or broker;
 - c) I acknowledge that Treatment Solutions may exchange information with government authorities as required or authorised by law including the Australian Tax Office,
 - d) I agree, unless otherwise requested that Treatment Solutions may use my personal information for marketing purposes to tell me about other related services and products which could suit my needs; and
 - e) I acknowledge that the above consents and acknowledgements will continue until the credit facility provided is repaid in full and the credit facility terminated.

6. Privacy Act 1988 (Cth)

- 6.1 I understand that the credit information and credit eligibility information used and disclosed about me will or may contain information about my personal credit history and personal credit worthiness.
- 6.2 I understand that under the requirements of the *Privacy Act 1988* (Cth):
- a) Treatment Solutions will ensure that all personal information about me will be collected, held, used, disclosed, stored and destroyed in accordance with the relevant Australian Privacy Principles (APPs);
 - b) Treatment Solutions will ensure that all credit information and credit eligibility information about me will be collected, held, used, disclosed, stored and destroyed in accordance with the relevant requirements of the Australian Credit Reporting Regime and the Credit Reporting Code of Conduct (CR Code); and
 - c) I am permitted under the APPs, the Australian Credit Reporting Regime and/or the CR Code (as appropriate) to seek access to and correction of the personal information, credit information and/or credit eligibility information held about me by Treatment Solutions.
- 6.3 I can contact Treatment Solutions to access my information and make corrections by phoning 1300 354 722 or in writing to PO Box 444, Alexandria NSW 1435.

7. Signing.

Date:

Signature:

Print Name:

Date:

Signature:

Print Name:

Facilities Management Plan – Business Purpose Declaration

I/We declare that the goods to be hired by me/us from the lessor are to be hired wholly or predominantly for business purposes.

IMPORTANT

You should not sign this declaration unless the goods are hired wholly or predominantly for business purposes.

By signing this declaration you may lose your protection under the National Credit Code.

Name: George Gaegea	Signature:	Date:
Name:	Signature:	Date:

SAMPLE FOR REFERENCE
ONLY 06.08.2025

SPECIAL CONDITIONS

1. In addition to the Fees, You agree to pay to Us an upfront payment of \$8,315.00 + GST (“Upfront Payment”), invoiced as at commencement of works. The Upfront Payment must be paid to us within 30 days from the date of Our invoice.

2. In the event that the Owners Corporation does not agree to enter into the Replacement Plan or where a Preliminary Assessment demonstrates the Replacement Plan as being unsuitable for the Owners Corporation, then:

(a) you agree to pay to us the Capital Cost of the Equipment (less the Fees already paid under this Plan), in full within 30 days of written notice from the Owners Corporation that it will not be executing a Replacement Plan;

(b) immediately after your payment to us of the Capital Cost, the legal ownership of the Equipment shall pass to you free from all charges and encumbrances; and

(c) this Plan will be terminated on and from the date of receipt of your payment, and you will be released from all future obligations and liability under this Plan, on and from that date.

3. In this Special Condition, “Capital Cost” means the outright purchase cost of the Equipment, notified by us to you at or before the commencement of this Plan.

SAMPLE REFERENCE ONLY 06.08.2025

Proposed Alarm Agreement

SAMPLE FOR REFERENCE
ONLY 06.08.2025

On behalf of the State of Queensland acting through Queensland Fire and Emergency Services.

SIGNED by:
Signature

Dated: / /

Full Name of Signatory:

Position of Signatory: **EXECUTIVE MANAGER**

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Agreement:

'Act' means the Fire and Emergency Service Act 1990;

'Agreement' means this Agreement and includes any schedules and attachments to this Agreement;

'Alarm Activation' means the alarm signal is transmitted by a single ASE device connected to FireNet irrespective of the location of the Monitored Equipment, its' panels and sensors;

'Alarm Management Plan' means a plan developed by the Premises Owner and the QFES that in the event of technical failure of the Monitored Equipment which prescribes the method and timeline for the Monitored Equipment to be repaired and recommissioned; and the procedures to protect occupants;

'Alarm Status' means the Monitored Equipment has detected any of the following:

- i. An alarm requiring a response by the QFES;
- ii. A fault and the Monitored Equipment is not capable of operating as designed and installed;
- iii. A normal system status;
- iv. An isolated system and/or zone, actioned by the Premises Owner, which temporarily ceases transmitting alarm monitoring signals;
- v. A tamper alert; or
- vi. An alarm testing signal actioned by the Premises Owner;

'Application of Transfer Form' means the QFES Form OM 030;

'Application for Disconnection' means the QFES Form OM 031;

'AS' means Australian Standards published by Standards Australia, as amended from time to time;

'ASE' means the Alarm Signalling Equipment connected to the Monitored Equipment that signals to FireNET a change in Alarm Status;

'BCA' means the Building Code of Australia as amended from time to time;

'Commissioner' means the QFES Commissioner and his or her delegate;

'Commencement Date' means either (i) the date when the ASE is installed, tested successfully and commissioned to FireNET; or (ii) the date which this agreement is executed; whichever is the earlier;

'Connection Charge' is the fee specified in Schedule 1 varied as notified by the QFES from time to time;

'Data Link' means a telecommunication line or other non-standard communication method available such as a Mobile Telephony Link or Ethernet;

'Disconnection Approval Date' means the date that the Commissioner approves an Application for Disconnection from FireNET in accordance with Clause 8 of this Agreement;

'Equipment' means ASE device, internal antennae, PSTN line, Next G Data Path, limited consumables, End of Line Resistors and Ethernet (where applicable);

'FCA' means FireCom Alarm which is a unique numerical identifier used in reference to ASE/s at a Premises;

'FireNET' means the QFES Alarm Infrastructure designed to transmit and receive signals of changes in Alarm Activation State from the Monitored Equipment installed at Protected Premises;

'Full Isolate' means that any Alarm Status registered at FireNET will not result in an automatic response by the QFES;

'Keys' means all keys, swipe cards, security codes/passwords and any other item or information required to enable entry to all parts of the Protected Premises;

'Mobile Telephony Link' means a connection to FireNET utilising mobile communication technologies, to provide a communication path through the use of a carrier service provider's mobile network;

'Monitored Equipment' means the controlling and ancillary alarm transmission equipment installed at a Protected Premises in accordance with the AS or any relevant successor standard;

'PSTN' means Public Switching Telephone Network;

'Premises Owner' means the registered proprietor of the Protected Premises being connected to FireNET;

'Party' means the Premises Owner or the QFES;

'Protected Premises' means a building or part of a building that is:

- i. Fitted with one or more ASE; and
- ii. Physically separate from other buildings at a given location (provided that, in determining whether or not a building is physically separate, common walls, walk ways and service tunnels shall be ignored);

'QFES' means the Queensland Fire and Emergency Service;

'QFES Contractors' means persons contracted by the QFES to provide products and /or services under this Agreement;

'Request for Lodgement of Keys' is the QFES Premises Visit, Contact Details, Key Lodgement Form OM 029;

'Schedule 1' means the fee schedule supplied by the QFES varied or substituted from time to time;

'Specifications' means the minimum functions required of an ASE set out in the AS and the relevant Acts, Codes and Regulations;

'Term' means the period from the Commencement Date to the date that this Agreement terminates or expires in accordance with clause 2; and

'Unwanted Alarm' means the activation of a fire alarm system where, after investigation by the QFES, it is deemed the condition or situation would not have resulted in any danger to the Premises and/or occupants from fire.

1.2 Interpretation

In this Agreement:

- (a) A reference to any specified provision of this Agreement shall be construed as a reference to that provision as amended, varied or substituted from time to time;
- (b) Words importing the singular shall include the plural and vice versa; words importing a gender shall include each other gender; a reference to a person shall include a reference to an individual, firm, body corporate, association, government or governmental or local authority;
- (c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and
- (d) The headings have been inserted for convenience only and do not affect interpretation.

2 TERM

2.1 Term

- (a) This Agreement commences on the Commencement Date and continues in force until the earlier of:
 - i. The Commissioner approves an Application for Disconnection in accordance with Clause 8; or
 - ii. The Premises Owner ceases to be the owner of the Protected Premises and lodges a completed Application for Transfer Form with QFES signed by both the Premises Owner and the incoming Premises Owner (subject to the terms of Clause 9 below); or
 - iii. The Agreement is terminated by the QFES on three (3) months written notice; or
 - iv. The Agreement is terminated by the QFES in accordance with Clause 10.

3 EQUIPMENT

3.1 Equipment provided by the QFES

- (a) The QFES will ensure that the Equipment is installed and maintained (maintenance is limited to warranty services) at QFES' cost. The Premises Owner acknowledges that the QFES may use the QFES Contractors to provide products and services under this Agreement, including all installation and maintenance (warranty services).
- (b) The QFES remains the owner of the Equipment at all times.
- (c) The Premises Owner acknowledges and agrees that any service calls that are not covered by warranty are payable by the Premises Owner and QFES will invoice the Premises Owner accordingly.
- (d) In the event that the Equipment installed at the Protected Premises (including any ASE) is damaged (except where such damage is caused by the acts or omissions of the QFES or QFES Contractors), the Premises Owner will be liable for any cost incurred by the QFES for the repair or replacement of the damaged Equipment.
- (e) Contractors who work on the Equipment must be authorised QFES Contractors otherwise all warranties associated with the Equipment may be voided.

3.2 Communication Services

- (a) The QFES will use reasonable endeavours to provide a Data Link that shall serve as a telemetry link to FireNET. The PSTN service will connect between the Premises' telephony Point of Connection and FireNET only.
- (b) The Premises Owner agrees that:
 - (i) the cabling required between the Point of Connection and the Monitored Equipment remains the responsibility of the Premises Owner; and
 - (ii) it must provide all required cabling in compliance with AS from the Point of Connection to the Monitored Equipment.
- (c) The Premises Owner acknowledges that the QFES will use reasonable endeavours to ensure the PSTN service referred to in clause 3.2(a) is maintained by a QFES Contractor.
- (d) The Premises Owner acknowledges that QFES will use reasonable endeavours to ensure the Mobile Telephony Link is provided and agrees that the QFES is not liable for any outages to the Mobile Telephony Link.

3.3 Premises Owner's equipment

- (a) The Premises Owner must, at its own cost, acquire and maintain its own Monitored Equipment, fire detection system, communications equipment and all required hardware and software in good working order in accordance with the provisions of the BCA and all relevant AS, Codes, Acts and Regulations.
- (b) The Premises Owner may, at the sole and absolute discretion of QFES and at the Premises Owner's cost, be required to install additional equipment or provide any necessary infrastructure required for the commissioning of an ASE device.

- (c) The Premises Owner must ensure that the Monitored Equipment complies with all applicable laws, regulations, codes and standards and/or fire engineered solutions, and all requirements of a relevant local government authority.
- (d) Where the QFES becomes aware of a fault in the Monitored Equipment, the QFES may advise the Premises Owner, any emergency contact persons (including the Premises Owner's alarm contractor), of the existence of a fault in the Monitored Equipment at the Protected Premises. The Premises Owner will bear the onus to have the Monitored Equipment maintained and/or repaired at the Premises Owner's expense.

3.4 Severe Weather

- (a) In the event of severe weather occurrences (limited to flooding or cyclone) causing irreparable damage to the ASE such that the device needs to be replaced, the QFES will at its sole and absolute discretion replace its Equipment as referred to in clause 3.1 at its own cost.
- (b) For the avoidance of doubt, replacement or repairs to the Premises Owner's cabling and related equipment as referred to in clause 3.2(b) to which damage is caused by the above weather occurrences will be at the Premises Owner's cost.

4 ACCESS TO PROTECTED PREMISES

- (a) The Premises Owner grants to the QFES and the QFES Contractors a licence (for the duration of the Term) to enter the Protected Premises for purposes associated with this Agreement.
- (b) The Premises Owner must provide the QFES with the Keys and a completed and signed Request for Lodgement of Keys prior to the alarm being connected.
- (c) The Premises Owner will contact the station nominated by the QFES to arrange a mutually convenient time for the handover of the Keys, to be conducted at the Protected Premises.
- (d) In the event of conditions of access to a Protected Premises changing (e.g. locks or security codes for entry changing), the Premises Owner must immediately notify the QFES of the change and provide alternative Keys to the Protected Premises and a new Request for Lodgement of Keys.
- (e) The Premises Owner acknowledges that the QFES is not liable for any damage caused to a Protected Premises as a result of reasonable actions taken by the QFES to gain entry to a Protected Premises, whether or not having access to current Keys, where it is deemed by the Commissioner that a necessary action is required to protect the safety of the Protected Premises and its occupants (including in the event of an Alarm Activation), except where such entry is negligent or a wilful act or omission on the part of the QFES.
- (f) Where the owner does not agree to provide QFES with the Keys and does not submit a completed Request for Lodgement of Keys and does not handover the Keys, the Premises Owner:

- i. acknowledges that QFES strongly recommends that the Premises Owner provide the responding Fire Station with all Keys as may be required to enable access to the Protected Premises;
- ii. agrees that, despite clause 4 (f) (i), where the Premises Owner will not provide Keys to the Protected Premises, the QFES may, where required, force entry to the Protected Premises to respond to an Alarm Activation pursuant to the Act; and
- iii. the Premises Owner indemnifies and releases the QFES and its Officers, Servants and Agents from and against all actions which may be brought or made against any of them by any person, including the Premises Owner, arising from the QFES attending an Alarm Activation at the Protected Premises, including any loss or damage caused due to the QFES having to force entry to the Protected Premises in accordance with clause 4(f)(ii).

5 ALARM MONITORING

- (a) In the event of an Alarm Activation, where the Monitoring Centre has not been advised of an alarm test or fault or that the ASE has been taken into Full Isolate or where a fault is signalled:
 - i. The QFES will, where appropriate, despatch emergency fire crew(s) to attend to the Protected Premises;
 - ii. The Premises Owner acknowledges that once an emergency fire crew has been dispatched in accordance with Clause 5 (a) (i) above, it cannot be cancelled and/or stopped from attending to the Protected Premises;
 - iii. The Premises Owner agrees that it will not, nor will its employees, agents or contractors, reset or isolate the Monitored Equipment or ASE prior to the arrival at the Protected Premises and investigation by the QFES;
 - iv. The Premises Owner acknowledges that failure to comply with clause 5(a)(iii) may constitute an offence under section 150A of the Act; and
 - v. The Premises Owner will be liable for any charges imposed by the QFES for attendance at unwanted alarms in accordance with section 128H(2) of the Act.
- (b) In the event no obvious cause for the Alarm Activation can be identified and where an Agreed Safety Plan has not been submitted and authorised:
 - i. The QFES may temporarily isolate the Monitored Equipment;
 - ii. The Premises Owner will have a service technician inspect the Monitored Equipment:
 - A. Within four (4) hours for an accommodation Premises; or
 - B. Within twenty-four (24) hours for other building types;and will advise the QFES when the Monitored Equipment has been returned to normal status; and
 - iii. The Premises Owner will promptly take all necessary action to correct all faults in the Monitored Equipment and associated equipment so as to prevent the reoccurrence of the fault/s.
- (c) The QFES will not be liable for any losses or damage caused as a result of the isolation of the Monitored Equipment or isolated zone within the Monitored

Equipment except where such loss or damage is the result of a negligent or a wilful act or omission on the part of the QFES.

- (d) Full Isolate
 - i. The Premises Owner acknowledges that the intended purpose of Alarm Monitoring is to provide notification to QFES of an Alarm Status; and that the prescription of Alarm Monitoring is pursuant to the building legislation applicable at the time of the construction of the premises. The Premises Owner further acknowledges that a Full Isolate condition will negate Alarm Monitoring by QFES and means that the prescribed service is not being supplied as required. Accordingly, the Premises Owner acknowledges that they are required to advise QFES if a Full Isolate condition will occur for a period of more than twelve (12) hours.
 - ii. The Premises Owner acknowledges that, if in the sole opinion of the Commissioner, additional measures are required to be taken to ensure the safety of the premises and its occupants, then the Premises Owner bears the onus to see to the implementation of these measures at the cost of the Premises Owner. Such measures are to be implemented within a timeframe to be agreed by the Commissioner.
 - iii. The Premises Owner acknowledges that Full Isolation without first seeking approval from the QFES may result in a breach of section 104D of the Act.

6 FEES

- (a) The Premises Owner will pay to the QFES the fees and charges prescribed or fixed pursuant to section 128C of the Act for the identified services, by a payment method accepted by the QFES.
- (b) All fees are due and payable fourteen (14) days from the date an invoice is issued by the QFES.
- (c) Where the fees and charges referred to in section 6(a) change, the QFES must give notice in writing to the Premises Owner of any such change.
- (d) A breach of clause 6(c) does not invalidate a change in the fees or charges payable under this Agreement.
- (e) Amounts owed under this Agreement as at the date of any termination or assignment of this Agreement remain payable in full by the Premises Owner named in this Agreement.

7 RETURN OF EQUIPMENT

- (a) Upon approved disconnection from FireNET pursuant to Clause 8 of this Agreement, the Premises Owner must ensure all Equipment is returned to the QFES in good working order, fair wear and tear excepted.
- (b) The Premises Owner agrees that it will be liable for the cost of any Equipment which is not returned or where returned is not in good working order, fair wear and tear excepted.

8 DISCONNECTION FROM FIRENET

- (a) If a Premises Owner no longer requires the monitoring of the Monitored Equipment at the Protected Premises, the Premises Owner:
 - i. May, at the sole and absolute discretion of the QFES, be required to engage (at the Premises Owner's cost) a qualified building certifier to assess the request to disconnect the monitored alarm and compliance with the BCA; and
 - ii. Must lodge a completed Application for Disconnection with the QFES and remit the specified fee.
- (b) If, in the sole opinion of the Commissioner, an Application for Disconnection fails to comply with the requirements of the BCA, all relevant AS and fire engineered solutions that require the Protected Premises to have a monitored fire alarm, the QFES may object to an Application to Disconnect and refer the matter to the relevant statutory authority.
- (c) Until the Commissioner approves an Application for Disconnection or this Agreement otherwise terminates, the Premises Owner must comply with the terms of this Agreement (including the payment of all fees and charges in relation to the connection and monitoring of the Protected Premises).
- (d) Upon approval from the Commissioner, the Premises Owner must arrange for an appropriate Contractor to remove all Equipment from the Protected Premises. In the event the Premises Owner wishes to engage a QFES contractor to undertake these works, this will be at the Premises Owner's expense as per Schedule 1. Additionally, The Premises Owner must allow the QFES or the QFES Contractor access to the Protected Premises to remove all Equipment.

9 TRANSFER OF PREMISES OWNERSHIP

- (a) If the ownership of the Protected Premises changes, the Premises Owner must provide the QFES with a completed Application for Transfer Form within 28 days from the date of transfer of ownership of the Protected Premises and ensure QFES has received the specified fee.
- (b) The Application for Transfer Form must be signed by both the Premises Owner and the new Premises Owner.
- (c) The QFES will not refund any fees paid in advance by the Premises Owner under this Agreement and the Premises Owner remains liable under this Agreement until such time as the Application of Transfer Form is approved by the QFES and all monies payable under this agreement by the Premises Owner have been paid in full.
- (d) This Agreement may not be assigned except in accordance with clause 9(a).
- (e) The Premises Owner acknowledges that it remains liable for all fees and other amounts payable under this agreement (including charges for Unwanted Alarms occurring after the Transfer of the ownership of the Protected Premises') if it fails to comply with clause 9 (a) in the event of a change of ownership of the Protected Premises.
- (f) Clause 9(g) and 9(h) only applies if:

- i. The Protected Premises is yet to be constructed or is in the process of being constructed; and
 - ii. The Premises Owner intends or has contracted to sell the Protected Premises upon completion of construction.

- (g) The Premises Owner must:
 - i. On or before execution of this Agreement, provide the QFES with the proposed date for completion of construction of the Protected Premises ("Construction Completion Date");
 - ii. Notify the QFES within seven (7) days of any change to the Construction Completion Date; and
 - iii. Except where the Protected Premises will be subject to a community titles scheme (in which case clause 9(h) applies), provide the QFES with the details (including name, address, phone number and name of representing agent (if any)) of the buyer of the Protected Premises within seven (7) days of the date of this Agreement or the date that the Premises Owner enters into a contract to sell the Protected Premises (whichever is the later).

- (h) Where the Protected Premises will be subject to a Community Titles Scheme (CTS) or Building Unit Plan (BUP), the Premises Owner must in addition to the requirements of clause 9(g):
 - i. Within seven (7) days of the body corporate of the CTS or BUP being formed, provide the QFES with the name and contact details of the body corporate, including details of any manager or agent proposed to be appointed by the body corporate to act on its behalf in relation to this Agreement; and
 - ii. Cause the body corporate of the CTS or BUP to approve the assignment of this Agreement and to sign (or to authorise its agent to sign) the Application for Transfer form at the first meeting of the body corporate such that the Body Corporate is bound by the terms of this Agreement.

10 DEFAULT TERMINATION

- (a) Without limitation, the Premises Owner shall be in default of this Agreement if:
 - i. It fails to pay any moneys payable by it under the Agreement within 30 days of the due date for payment; or
 - ii. It is in default in performing any other obligation under the Agreement, and does not remedy that default within seven (7) days of being required to do so by notice in writing given to it by the QFES.

- (b) Where the Premises Owner is in default of this Agreement under Clause 10(a) or otherwise, the QFES may terminate this Agreement on seven (7) days written notice to the Premises Owner.

- (c) If this Agreement is terminated the Protected Premises will be deemed to be unmonitored and the QFES may, without prejudice to any other rights or

remedies of the QFES, seek an injunction under section 104R of the Act to prevent occupation of the building as prescribed by the BCA.

- (d) Notwithstanding the termination of the Agreement in accordance with Clause 10 (b), the Premises Owner remains liable for any and all monies due and payable under this Agreement together with any legal and/or associated costs incurred by the QFES in the recovery of the monies payable by the Premises Owner.

11 INFORMATION

The Premises Owner must notify the QFES of any changes to any information contained in the Agreement within seven (7) days of becoming aware of any such changes.

12 NO WAIVER

No failure to exercise and no delay in exercising, any right, power or remedy under the Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other power, right or remedy by the QFES.

13 SEVERANCE

Any provision of the Agreement, which is prohibited or unenforceable in any jurisdiction, will be severed from the Agreement and as such ineffective in that jurisdiction to the extent of the prohibition or unenforceability. Such severance will not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

14 ENTIRE AGREEMENT

The Agreement contains all of the contractual arrangements of the parties regarding the transactions to which it relates. It supersedes all earlier communications, negotiations, arrangements, conduct and Agreements, whether oral or written, by and between the parties in connection with those transactions.

15 AMENDMENT

The QFES reserves the right to amend the terms and conditions contained in this Agreement from time to time and will provide 28 days prior notice in writing, via email or post. The Premises Owner acknowledges QFES' right to alter the Agreement and further acknowledges that updated editions will supersede the current Agreement.

16 GOVERNING LAW

The Agreement is governed by the laws of the State of Queensland. The Parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.

Part B – Other Disclosure

Titling and site overview

1. Parcel

The parcel is situated at 117 Victoria Street, West End QLD 4101 (also known as 34 Beesley Street, West End and 5 Filmer Street, West End). The real property description of the parcel from which the Scheme Land will be created is:

Lot and Plan No	Title Reference	Rights and interests reserved to the Crown
Lot 1 on RP128787	51151322	Rights and interests reserved to the Crown by Deed of Grant No. 14683092 (POR 319), 19549160 (WAS 39) and 19550014 (WSA 38)

2. Easements

(a) The following easements, the location of which are shown generally on the Identification Plan, will be effected as part of the carrying out of the development of the Scheme:

Easement	Burdened lot(s)	Dominant tenement – benefitted lot(s)	Purpose
A (Restricted) on SP359051	Lot 1 on RP128787 (noting this will burden the Common Property on registration of the Identification Plan)	Easement in gross – Energex Limited	Electricity supply and incidental works (pad mount transformer)

(b) The Seller reserves the right to put into place any easements or further easements required to give proper effect to the Seller's proposed carrying out of the Development or as otherwise required by any Authority.

3. Environmental management register

(a) The particulars of the parcel are recorded on the environmental management register kept by the administering authority under the *Environmental Protection Act 1994* (Qld) (**EMR**).

(b) The Seller advises that in accordance with the conditions of development approval A006648100, the applicant can either have the site removed from the EMR (which is unlikely) or provide appropriate documentation including a site suitability statement that the premises are suitable for the proposed use (which is the likely course).

(c) Under the Sale Contract for the Lot, the Buyer must not Object if the Common Property and the Lot are recorded on the EMR at Settlement.

Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Grantor 117 VICTORIA STREET WEST END PTY LTD ACN 672 851 679	Lodger (Name, address, E-mail & phone number) MINTER ELLISON Level 22, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000 Ref: 1532997	Lodger Code 021A
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2. Description of Easement/Lot on Plan Servient Tenement (burdened land) Easement A (Restricted) on SP359051 in Lot 1 on RP128787 #Dominant Tenement (benefited land) Not applicable ≠not applicable if easement in gross	Title Reference 51151322
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3. Interest being burdened Fee simple	#4. Interest being benefited Not applicable ≠not applicable if easement in gross
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5. Grantee Given names Surname/Company name and number (include tenancy if more than one) Energex Limited ACN 078 849 055
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6. Consideration \$1.00	7. Purpose of easement Electricity supply and incidental works
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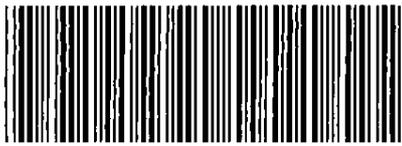
8. Grant/Execution
The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of: - *document no 722154464.
*delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

signature	117 Victoria Street West End Pty Ltd ACN 672 851 679
full name	
qualification	/ /

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Grantor's Signature
signature		Energex Limited ACN 078 849 055
full name		
qualification	/ /	

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Grantee's Signature
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722154464

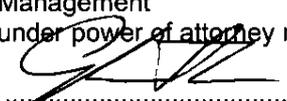
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TE 608

1. Nature of request REQUEST TO RECORD STANDARD TERMS DOCUMENT FOR EASEMENT	Lodger (Name, address, E-mail & phone number) Energy Queensland Ltd 420 Flinders Street Townsville Qld 4810 renee.loveladytomai@energyq.com.au	Lodger Code
2. Lot on Plan Description NOT APPLICABLE	Title Reference	
3. Registered Proprietor/State Lessee NOT APPLICABLE		
4. Interest NOT APPLICABLE		
5. Applicant ENERGEX LIMITED A.C.N. 078 849 055		
6. Request I hereby request that: PURSUANT TO SECTION 168 OF THE LAND TITLE ACT 1994 AND SECTION 317 OF THE LAND ACT 1994 THE ATTACHED STANDARD TERMS DOCUMENT CONTAINING EASEMENT COVENANT FOR ENERGEX LIMITED A.C.N. 078 849 055 BE REGISTERED.		
7. Execution by applicant		

Energex Limited A.C.N. 078 849 055 by
 its duly constituted attorney Gavin
 Smith Acting Manager - Property
 Management
 under power of attorney no. 721231348

25/11/2022
 Execution Date


 Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Title Reference
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Recitals

The Parties to this Easement are the Grantor and ENERGEX Limited.

The Grantor and ENERGEX Limited ("**Grantee**") **AGREE** as follows:

1. Definitions and Interpretation

Except to the extent that the context otherwise requires or unless a contrary intention appears, the following terms have the meanings designated:

- "Easement Land"** means that portion of the Grantor's land over which the easement is granted and described as the Servient Tenement in Item 2 of the Form 9 Easement;
- "electric lines"** means any wire or wires, cables, insulated cables, conductor, materials or other means whatsoever used for the purpose of conveying, transmitting, transforming, controlling, monitoring, measuring or distributing electricity, together with any casing, coating, covering, tube, pipe, conduit, pillar, post, frame, bracket, insulator or materials enclosing, surrounding or supporting the same or any part thereof, or any apparatus connected therewith used by ENERGEX Limited or required to be used by ENERGEX Limited for the purpose of conveying, transmitting, transforming, controlling, monitoring, measuring or distributing electricity by any such means as may be appropriate;
- "electricity"** includes but is not limited to electric current, electrical energy and like or related physical qualities;
- "ENERGEX Limited"** means the person ("**Grantee**") named in Item 5 of the Form 9 Easement and includes its administrators, successors and assigns;
- "Incidental Works"** means all access tracks, roads, culverts, ditches, drains, mechanical or electrical devices, gates, markers, concrete pits and other works which ENERGEX Limited considers are required for, in connection with, or ancillary to, the access, construction, maintenance, removal and/or identification of the electric lines;
- "Grantor"** means the person named in Item 1 of the Form 9 Easement and includes its administrators, successors and assigns;
- "Land"** means the Grantor's land of which the Easement Land forms part; and
- "structures"** means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or permanent or temporary chattel of any kind whether on, over, in, under, across or through the Easement Land and includes by way of example but is not limited to any dwelling (including any extension or overhang of eaves or guttering), swimming pools, shed, retaining or other wall and lighting.

Headings are for convenience only and do not affect the interpretation or form part of this Easement. The singular includes the plural and vice versa. A reference to any gender includes all other genders. Other grammatical forms of defined terms and phrases have a corresponding meaning.

2. The Grant to ENERGEX Limited

- 2.1 The Grantor grants an easement, which shall be of the same force and effect as a covenant running with the Easement Land in perpetuity, to permit ENERGEX Limited, ENERGEX Limited's
-

Title Reference
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agents and any other person claiming by, through or under ENERGEX Limited, at all times and in any manner, the right to convey electricity on, over, in, under, and/or through the Easement Land.

- 2.2 The Grantor expressly authorises ENERGEX Limited and its agents and any other person claiming by, through or under ENERGEX Limited to:
- (a) enter, remain upon and traverse in and over the Easement Land, with or without vehicles, plant or equipment or chattels of any kind, for any lawful purpose (including preventing or rectifying any infringement by the Grantor of ENERGEX Limited's rights) and, in order to do so, to enter, remain upon and traverse the Land adjoining or adjacent to the Easement Land as is reasonably required by ENERGEX Limited in order to exercise ENERGEX Limited's rights under this grant (as necessary and reasonable for the purpose of the securing of access to and from any dedicated road adjacent or neighbouring the Land); and
 - (b) construct electric lines on, over, in, under, across and/or through the Easement Land and Incidental Works on the Easement Land;
 - (c) use the Easement Land as may be reasonably required to construct, install, inspect, maintain, repair, reconstruct, replace, add to and/ or remove electric lines and/or Incidental Works (in, under, along or through the Easement Land); and
 - (d) enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement of ENERGEX Limited's rights under this Easement.
- 2.3 All electric lines or Incidental Works installed in, under, across, over and/ or through the Easement Land shall remain the property of ENERGEX Limited.

3. Restrictions on the Grantor

3.1 The Grantor shall not:

- (a) interfere with or damage or place at risk the electric lines or Incidental Works on, in, under, over, across, through or near the Easement Land; or
- (b) interfere with or obstruct ENERGEX Limited in the exercise and enjoyment of its rights and powers under this Easement.

3.2 The Grantor shall not without the prior written consent of ENERGEX Limited (which shall not be unreasonably withheld):

- (a) store or permit the storage or conveyance of flammable fuels or explosive materials in, on or under, across and/or through the Easement Land;
- (b) lay or permit the laying of subterranean services or pipes, cables, wires or the like on, under, over, in, across and/or through the Easement Land;
- (c) alter the Land adjacent to the Easement Land or allow adjacent land to be altered in any way that obstructs ENERGEX Limited in the exercise and enjoyment of its rights and powers under this Easement;
- (d) inundate or permit to be inundated any part of the Easement Land;
- (e) light or permit the lighting of fires on or near the Easement Land;
- (f) reside in or permit any person to reside in a structure which may be parked or located on the Easement Land irrespective of whether the Easement Land is part of private property; or
- (g) carry on or permit to be carried on any activity or operation which endangers the safety of the electric lines or Incidental Works or the safe, efficient and/or continuous operation of the same.

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3.3 The Grantee agrees that the Grantor may build over the Easement Land and may erect structures (including foundations) on or above the Easement Land provided that those works do not interfere with or damage any property or assets of the Grantee constructed or placed on or in the Easement Land.

4. Obligations of ENERGEX Limited

ENERGEX Limited in exercising its rights must act reasonably at all times and comply with all relevant laws.

5. Goods and Services Tax

- (a) Words in this clause have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), unless the context makes it clear that a different meaning is intended).
- (b) If a party is a GST group member, relevant references to GST and input tax credits include references to GST and input tax credits for the representative member of the GST group.
- (c) All amounts in this Easement are GST exclusive unless otherwise indicated.
- (d) If a GST exclusive amount in this Easement is consideration for a taxable supply, then the party required to pay the amount must, subject to the supplier issuing a tax invoice, pay both the GST exclusive amount and, at the same time, an additional amount equal to the GST payable on the supply.
- (e) Where non-monetary consideration is provided, the parties must share information as required to determine the appropriate amount of GST.
- (f) Where a supplier incurs a cost or expense for which it may be reimbursed by, indemnified against, claim against or set-off against another party under this Easement, the amount to be paid or credited is the cost or expense (reduced by any relevant input tax credit) plus the amount attributable to GST.
- (g) If an adjustment event occurs, the supplier must issue a valid adjustment note and the parties must then make appropriate payments to reflect the required adjustment of GST.
- (h) The rights and obligations of the parties under this clause will continue to operate after the expiration of this Easement.

6. Release

The Grantor releases the Grantee to the full extent permitted by law from all actions, claims and demands of any kind for or resulting from:

- (a) Loss or damage to any property on or about the Land or Easement Land; and
- (b) the death of, or injury to anyone accessing or using the Land or Easement Land,

except to the extent that the death, injury, Loss or damage is caused or contributed to by the Grantee's negligence.

7. Indemnity by Grantor

The Grantor indemnifies the Grantee against all actions, claims, demands, Loss, damage, costs and expenses arising from:

- (a) a breach of this document by the Grantor
- (b) any Loss, damage, or injury caused or contributed to by the Grantor using or accessing the Land or Easement Land.

Title Reference
Error! Reference source not found.

8. Notice

- (a) Any notice to be given under this document by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post on the registered office to the receiving party.
- (b) Any notice given in accordance with this document will be deemed to have been duly served in the case of posting at the expiration of two business days after the date of posting.

9. Variations

No variations, modification or waiver of any provision in this Easement, nor consent to any departure by any party from any such provisions, shall in any event be of any effect unless it is in writing, signed by the parties or (in the case of waiver) by the party giving it and then any such variation, modification, waiver or consent shall be effective only to the extent to or for which it may be made or given.

10. Governing Law

Despite the domicile or residence of any of the parties to this Easement the parties:

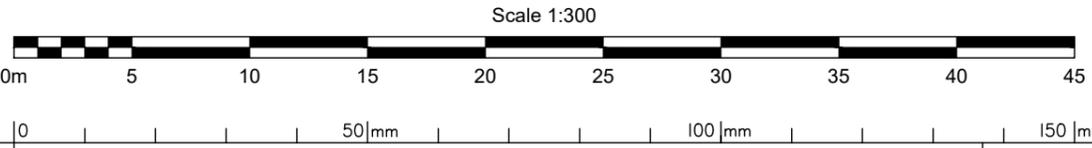
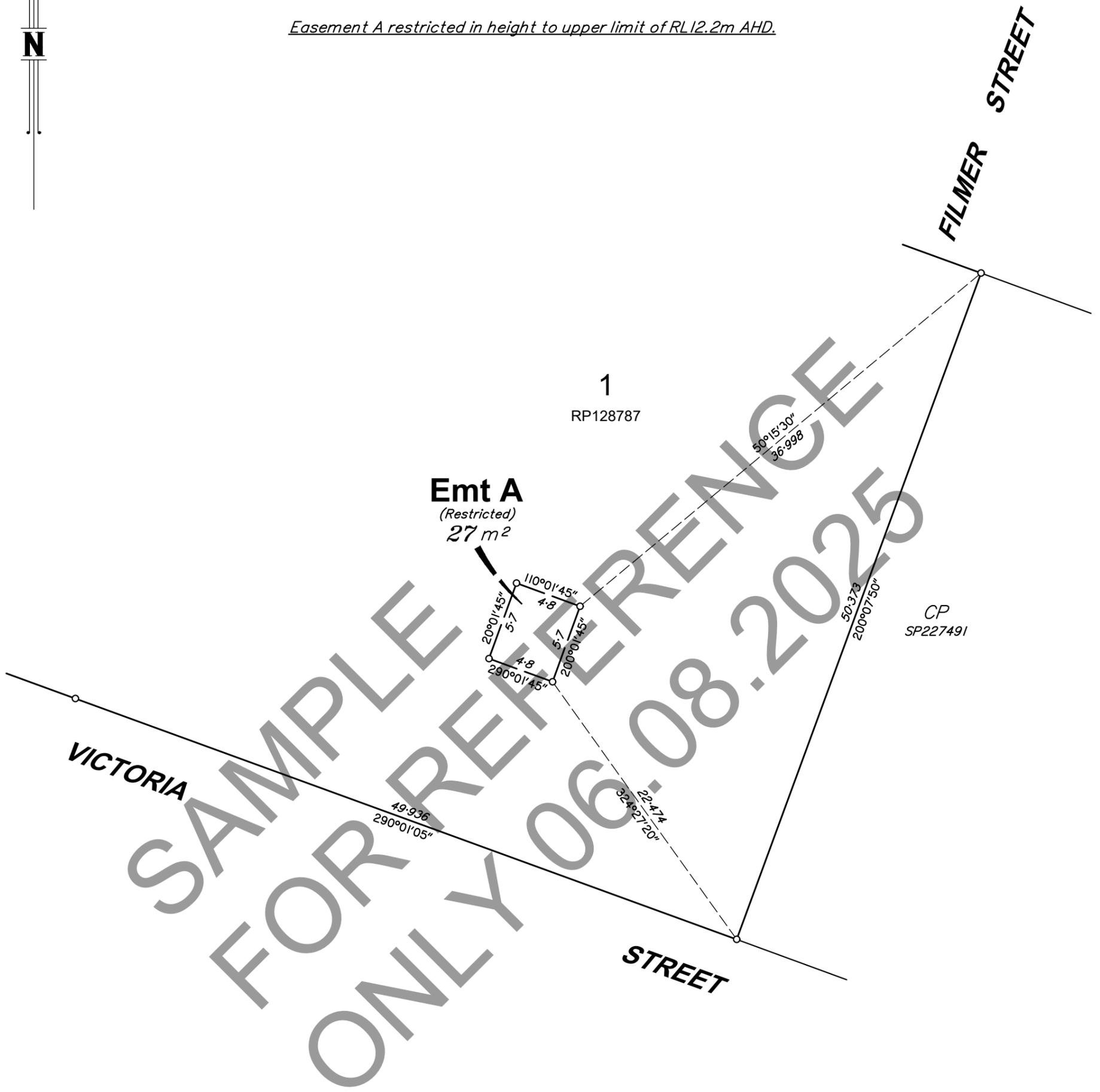
- (a) agree that this Easement shall be governed by and constituted in all respects in accordance with the law of this State of Queensland; and
- (b) Submit to the non-exclusive jurisdiction of the Courts of the State of Queensland with respect to any legal proceedings relating to this Easement.

SAMPLE REFERENCE ONLY 06.08.2025

PROPERTY DESCRIPTION
Lot 1 on RP128787
117 Victoria Street, West End



Easement A restricted in height to upper limit of RL12.2m AHD.



NOTE!
This is a disclosure plan (standard format) and the final plan may be subject to change. The proposed lots have not been defined on site, and B.B.H. Pty Ltd Cadastral Surveyor accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. Lot areas may vary by up to 2.0% and dimensions may vary by up to 1.0%. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

Plan of Easement A (Restricted) in Lot 1 on RP128787

LOCAL GOVERNMENT:
BRISBANE CITY COUNCIL

LOCALITY:
WEST END

Meridian: *IS323563*

Survey Records: *No*

Scale: **1:300**

Format: **STANDARD**

SP359051

State copyright reserved.

Bennett + Bennett 200246_009_SFP.DWG BRJ 08/07/2025

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

(Dealing No.)

4. Lodged by

(Include address, phone number, reference, and Lodger Code)

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests

SHEET 2 IS
INTENTIONALLY
BLANK

SAMPLE FOR REFERENCE ONLY 06/08/2025

6. Building Format Plans only.

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;
 * Part of the building shown on this plan encroaches onto adjoining * lots and road

.....
 Cadastral Surveyor/Director* Date

*delete words not required

7. Lodgement Fees :

Survey Deposit	\$	.....
Lodgement	\$	.....
.....New Titles	\$	.....
Photocopy	\$	.....
Postage	\$	.....
TOTAL	\$	.....

Lots	Orig
------	------

2. Orig Grant Allocation :

3. References :
 Dept File :
 Local Govt :
 Surveyor : 220246

5. Passed & Endorsed :

By: B.B.H. PTY LTD ACN 010 427 531
 Date :
 Signed :
 Designation : Cadastral Surveyor

8. Insert Plan Number **SP359051**

Disclosure about benefits from service contracts

The Seller discloses to the Buyer, as a potential future member of the Body Corporate that:

1. on establishment of the Scheme, the Seller will, for a period, be the sole member of the Body Corporate;
2. as the sole member of the Scheme, the Seller will have the capacity to cause the Body Corporate to enter into administration and service agreements (**Agreements**) with parties determined by the Seller which may include:
 - (a) the Seller itself;
 - (b) an entity howsoever related to the Seller; or
 - (c) a third party (ie. a party not related to the Seller);
3. some of the Agreements the Seller proposes to cause the Body Corporate to enter into and the estimated money, fee, premium or benefit the Seller may receive or expects to receive for procuring the Body Corporate to enter into those Agreements (**Benefit**), are set out in the table below:

Proposed Agreement	Estimated value of Benefit*
Caretaking and Letting Agreement	\$1,050,000 - \$1,300,000 plus GST

Note: the precise amount or nature of the Benefit may not be known or may be a fixed amount based on the anticipated value of the rights and obligations of the other party under the Agreements. For example (and without limitation) the Benefit may be:

- (a) calculated or derived by reference to a formula based on the number of appointments as letting agent procured by the letting agent under the Caretaking and Letting Agreement;
- (b) based on the number of lots within the Scheme (as applicable); or
- (c) based on or calculated by anticipated fees or profits to be derived by the service contractor, administrator or supplier under the Agreements;
4. the Seller may receive Benefits comparable to these amounts and possibly more;
5. the Benefits, or any part of them:
 - (a) will be retained by the Seller without distribution or payment to the Body Corporate; and
 - (b) may be obtained by the Seller indirectly through the Seller itself or other related entities of the Seller acquiring rights under the Agreements;
6. the amount of Benefits disclosed above, relates only to the Seller procuring the Body Corporate to enter into the Agreements;
7. the other party to those Agreements (including parties referred to in paragraph 2) will be entitled to fees and payments in accordance with those Agreements and as disclosed in the Statutory Disclosure Statements section of these Disclosure Documents;
8. the Agreements or some of them, may be entered into by the Seller or their related entities.

The Seller directs the Buyer's attention to the Contract Terms.

Proposed specifications

See relevant schedule:

- Standard apartments & Terrace Homes; or
- Penthouses & River Homes.

Buyer 1 - initial

Buyer 2 - initial

SAMPLE FOR REFERENCE
ONLY 06.08.2025



Rivara - Finishes Schedule

Deliverables

1. Schedule of Finishes – Standard Apartments & Terrace Homes

Internal living

Flooring

Engineered Timber Flooring

Air conditioning

Ducted air conditioning to living/dining/kitchen, bedrooms and MPR where applicable

Condensers located within common property

Ceiling Fans

To living areas, all bedrooms and MPRs where applicable

Ceiling Height (excluding bulk heads and wet areas)

Generally, 2700mm to living, dining and bedrooms

Wall finish

Low sheen interior paint in white

Ceiling

Flat interior paint in white

Skirting, architraves and doors

To match interior paint

Lighting

Recessed LED ceiling downlights throughout

Linen cupboard/s

Laminate doors with melamine shelves

Kitchen

Feature lighting

LED strip lighting to splashback, island bench and butlers where applicable

Feature can lighting over bench

Joinery

Drawers and doors in combination of timber-look and laminate finishes

White melamine finish internally



Feature handles where applicable

Benchtops

Engineered stone to island bench, back bench & butler's pantry where applicable.

Splashback

Engineered Stone

Kitchen FF&E

Tapware

Pull-out kitchen mixer in brushed nickel finish

Sink

Undermount stainless steel double bowl sink

Connections

Water connection point in fridge cavity

Cooktop

Surface mount induction cooktop

Rangehood

Undermount ducted rangehood

Oven

Integrated pyrolytic oven

Microwave

Built in microwave

Dishwasher

Fully integrated dishwasher

Ensuite & Bathrooms

Flooring

Porcelain tile

Walls

Porcelain tile

Porcelain tile and painted plasterboard in powder rooms where applicable

Vanity

Engineered stone top

Cupboard doors in laminate finish



Wall mounted basin mixer in brushed nickel finish
Undermount basins
Overhead mirrored cabinet in timber look laminate with shelves
White melamine finish internally

Shower

Adjustable twin shower with rail in brushed nickel finish
Shelf in brushed nickel finish
Semi-frameless glass shower screen and door where applicable

Bath (if applicable)

Back-to-wall bathtub with wall mounted mixer and spout in brushed nickel finish where applicable

Toilet suite

WELS rated white ceramic pan, dual flush

Accessories

Towel rail(s), hand towel rail, toilet roll holder and robe hook (ensuite only) in brushed nickel finish

Connections

GPO(s) concealed in mirror cabinet

Other

Ceiling exhaust fan
Feature wall mounted light fitting – ensuite only

Master Bedroom

Flooring

Loop pile carpet with underlay

Robe

Hanging rails, open shelving, and drawers in timber look laminate finish

Bedrooms

Flooring

Loop pile carpet with underlay

Joinery

Hanging rails with shelving and drawers in white melamine finish
Mirrored sliding doors where applicable

Laundry

Flooring

Porcelain tile



Walls

Splashback wall tile above sink
Painted plasterboard

Joinery

Cupboard under sink in laminate with white melamine internally
Above bench cupboard in laminate with white melamine internally, where applicable
Engineered stone benchtops.

Sink

Undermount stainless steel single sink

Tapware

Sink mixer in brushed nickel finish

Dryer

Dryer wall mounted

Balcony (Apartments)

Floors

Porcelain paver on pedestal

Walls

Concrete with paint finish

Privacy Screens (If applicable)

Operable powder coated aluminium batten screens

Upstands

Concrete with paint finish

Doors & Windows

Powder coated aluminium frames with tinted glass

Balcony Balustrade

Generally glazed with powder coated aluminium framing with top rail and stanchions

Balcony Lighting

Surface mounted LED can light(s)
Feature wall light where applicable

Connections

External GPO



Tap Point

Soffit Awnings

Concrete with textured paint finish

Courtyards

Floors

Porcelain paver on pedestal

Walls

Concrete with paint finish

Doors & Windows

Powder coated aluminium frames with tinted glass

Fencing / Gates

Feature batten fencing on masonry planter walls (if applicable)

Private lockable gate entry to courtyards (If applicable)

Courtyard Lighting

Surface mounted LED can light(s)

Feature wall light where applicable

Connections

External GPO

Tap Point (where applicable)

Soffit Awnings

Concrete with textured paint finish

2. Schedule of Finishes - General

General

Metering

A separately metered electrical supply will be provided to each lot and common (Body Corporate) areas

Electrical supplies to air conditioning units will be linked from the apartment distribution board and metered accordingly

IT & Communications

Each residence will have a communications panel located in a services cupboard. This panel will serve as a central distribution system

TV

Each residence is connected with aerial access to high definition digital free-to-air and Pay TV. TV points are provided to the living room.



Data

Each residence is connected to high-speed internet access. Data cabling provides telephone and data services to the living room where applicable

Services

Cold Water

A separately metered cold-water supply will be provided to each residence and will be billed directly by the supplier

Hot Water

Instantaneous electric hot water units will be installed in the laundry of each residence.

Garbage Collection/Disposal

Waste & recycling chute for general household waste on each residence level. Terrace Homes have allocated waste & recycling chutes on their car park level for disposal. The building manager is responsible for the collection from a central point

Security

Access control will be provided to allow all residencies to be contacted from either ground floor lobby and permit visitor access to the lift lobby and to call a lift to your floor only

Residents access control is provided to lobbies, lifts and car park. Lift doors to the car park are access controlled to prevent unauthorised access

CCTV security cameras to common areas
Common area access via proximity reader

Carpark

Each residence is allocated a car park(s) and storage facility (if applicable) within the secure residents only carpark

Mail Delivery

Mail will be delivered to the letterboxes located at the ground floor
Secure parcel lockers (for communal use) will be provided



Rivara - Finishes Schedule

Deliverables

1. Schedule of Finishes – Penthouses

Internal living

Flooring

Engineered Timber Flooring

Air conditioning

Ducted air conditioning to living/dining/kitchen, bedrooms and MPR where applicable

Condensers located within common property

Ceiling Fans

To living areas, bedrooms and MPR where applicable

Ceiling Height (Excl. Bulk Heads and Wet Areas)

Generally, 3000mm to living, dining and bedrooms

Wall finish

Low sheen interior paint in white

Ceiling

Flat interior paint in white

Skirting, architraves and doors

To match interior paint

Lighting

Recessed LED ceiling downlights throughout

Linen cupboard/s

Laminate doors with melamine shelves

Kitchen

Feature lighting

LED strip lighting to splashback, island bench and butlers pantry

Joinery

Drawers and doors in combination of timber-look and laminate finishes

White melamine finish internally

Feature handles where applicable



Benchtops

Engineered stone to island bench, back bench, splashback & butlers pantry

Splashback

Engineered stone

Natural Stone

Natural stone feature elements to rangehood and island bench

Kitchen FF&E

Tapware

Pull-out kitchen mixer in brushed nickel finish

Sink

Undermount stainless steel double bowl sink

Connections

Water connection point in fridge cavity

Fridge & Freezer

Integrated fridge

Integrated freezer

Cooktop

Surface mount induction cooktop

Rangehood

Undermount ducted rangehood

Oven

Integrated pyrolytic oven

Steam Oven/ Microwave

Built in steam oven with microwave located in the kitchen or butlers pantry

Dishwasher

Fully integrated dishwasher

Butlers Pantry

Tapware

Pull-out kitchen mixer in brushed nickel finish

Sink



Undermount stainless steel single bowl sink

Dishwasher

Fully integrated dishwasher

Feature Bar

Fridge

Wine Fridge

Cupboards

Cupboards in combination of timber-look and laminate finishes

Benchtops

Engineered stone benchtop and shelves

Splashback

Feature natural stone splashback

Ensuite

Natural Stone Feature wall

Natural stone feature wall behind the free standing bathtub

Flooring

Porcelain tile

Walls

Porcelain tile

Vanity

Engineered stone top

Feature natural stone splashback

Cupboard doors in laminate finish

Wall mounted basin mixer in a brushed nickel finish

Undermount basins

Overhead mirrored cabinet in timber look laminate with shelves

White melamine finish internally

Shower

Adjustable twin shower rail in brushed nickel finish

Adjustable shower rail with handpiece and mixer in brushed nickel finish

Shelf in brushed nickel finish

Frameless reeded glass shower screen and door

Bath

Free standing bathtub with wall mounted mixer and spout in brushed nickel finish



Toilet suite

WELS rated Wall-faced pan with in-wall concealed cistern

Accessories

Towel rail(s), hand towel holder, toilet roll holder and robe hook (ensuite only) in brushed nickel finish

Feature Lighting

LED and wall mounted light fitting

Connections

GPO(s) concealed in mirror cabinet

Other

Ceiling exhaust fan

Powder Rooms

Walls

Porcelain tile

Toilet Suite

WELS rated wall-faced pan with in-wall concealed cistern

Bathrooms

Flooring

Porcelain tile

Walls

Porcelain tile

Vanity

Engineered stone top

Feature natural stone splashback

Cupboard doors in laminate finish

Wall mounted basin mixer in a brushed nickel finish

Undermount basin

Overhead mirrored cabinet in timber look laminate with shelves

White melamine finish internally

Shower

Adjustable twin shower rail in brushed nickel finish

Adjustable shower rail with handpiece and mixer in brushed nickel finish

Shelf in brushed nickel finish

Semi-frameless glass shower screen and door



Toilet suite

WELS rated Wall-faced pan with in-wall concealed cistern

Accessories

Towel rail(s), hand towel holder, toilet roll holder and robe hook (ensuite only) in brushed nickel finish

Feature Lighting

LED and wall mounted light fitting

Connections

GPO(s) concealed in mirror cabinet

Other

Ceiling exhaust fan

Master Bedroom

Flooring

Loop pile carpet with underlay

Robe

Hanging rails, open shelving, and drawers in timber look laminate finish

Bedrooms

Flooring

Loop pile carpet with underlay

Robe

Hanging rails with shelving and drawers in white melamine finish

Mirrored sliding doors

Laundry

Flooring

Porcelain tile

Walls

Splashback wall tile above sink

Painted plasterboard

Joinery Cupboards

Cupboard under sink in combination of timber-look and laminate with white melamine internally

Above bench cupboard in combination of timber-look and laminate with white melamine internally.

Hanging rail in brushed nickel finish

Benchtop



Engineered stone benchtops

Sink

Stainless steel single sink

Tapware

Sink mixer in brushed nickel finish

Dryer

Dryer installed under benchtop

Washing Machine

Washing machine installed under benchtop

Balcony

Floors

Porcelain paver on pedestal

Walls

Concrete with paint finish

Privacy Screens

Operable powder coated aluminium batten screens

Upstands

Concrete with paint finish

Doors & Windows

Powder coated aluminium frames with tinted glass

Balcony Balustrade

Generally glazed with powder coated aluminium framing with top rail and stanchions

Balcony Lighting

Surface mounted LED can light(s)
Feature wall light where applicable

Connections

External GPO
Tap Point

2. Schedule of Finishes – River Homes

Internal living



Flooring

Engineered Timber Flooring

Air conditioning

Ducted air conditioning to living/dining/kitchen, bedrooms and MPR
Condensers located within common property.

Ceiling Fans

To living areas, bedrooms and MPR

Ceiling Height (excl. Bulk Heads and Wet Areas)

Generally, 3000mm to living, dining and bedrooms

Wall finish

Low sheen interior paint in white
Timber look laminate where applicable.

Ceiling

Flat interior paint in white

Skirting, architraves and doors

To match interior paint

Lighting

Recessed LED ceiling downlights throughout

Linen cupboard/s

Laminate doors with melamine shelves

Lift

Lift provided that accesses all three levels.

Kitchen

Feature lighting

LED strip lighting to splashback, breakfast bar and butlers pantry where applicable.

Feature Chandelier

Feature Chandelier

Joinery

Drawers and doors in combination of timber-look and laminate finishes
White melamine finish internally
Feature handles where applicable



Benchtops

Engineered stone to island bench, back bench, splashback & butlers pantry

Splashback

Engineered stone.

Natural Stone

Natural stone feature elements to rangehood and island bench

Kitchen FF&E

Tapware

Pull-out kitchen mixer in brushed nickel finish

Sink

Undermount double bowl stainless steel sink

Connections

Water connection point in fridge cavity

Fridge & Freezer

Integrated fridge

Integrated freezer

Cooktop

Flush-mounted induction cooktop

Rangehood

Undermount ducted rangehood

Oven

Integrated pyrolytic oven x2

Combi-Oven

Integrated combi-microwave oven

Warming Drawer

Warming drawer

Dishwasher

Fully integrated dishwasher

Butlers Pantry

Dishwasher



Fully integrated dishwasher

Tapware

Pull-out kitchen mixer in brushed nickel finish

Sink

Undermount stainless steel single bowl sink

Feature Bar

Wine Fridges

Integrated wine fridge x2

Natural Stone

Feature natural stone splashback and fascia

Cupboards

Cupboards in combination of timber-look and laminate finishes

Benchtops

Engineered stone benchtop and shelves

Doors

Timber look laminate pocket doors to enclose the feature bar

Ensuite

Natural Stone Feature Wall

Natural stone feature wall behind the free standing bathtub

Flooring

Porcelain tile

Walls

Porcelain tile

Vanity

Engineered stone top

Cupboard doors in laminate finish

Wall mounted basin mixer in brushed nickel finish

Undermount basins

Overhead mirrored cabinet in timber look laminate with shelves

White melamine finish internally

Shower

Adjustable twin shower rail in brushed nickel finish



Adjustable shower rail with handpiece and mixer in brushed nickel finish
Shelf in brushed nickel finish
Frameless reeded glass shower screen and door

Bath

Free standing bathtub with wall mounted mixer and spout in brushed nickel finish

Toilet suite

WELS rated Wall-faced pan with in-wall concealed cistern

Accessories

Towel rail(s), hand towel holder, toilet roll holder and robe hook (ensuite only) in brushed nickel finish

Feature Lighting

LED and wall mounted light fitting

Connections

GPO(s) concealed in mirror cabinet

Other

Ceiling exhaust fan

Bathroom

Flooring

Porcelain tile

Walls

Porcelain tile

Vanity

Engineered stone top
Feature natural stone splashback
Cupboard doors in laminate finish
Wall mounted basin mixer in a brushed nickel finish
Undermount basin
Overhead mirrored cabinet in timber look laminate with shelves
White melamine finish internally

Shower

Adjustable twin shower rail in brushed nickel finish
Adjustable shower rail with handpiece and mixer in brushed nickel finish
Shelf in brushed nickel finish
Semi-frameless glass shower screen and door



Toilet suite

WELS rated Wall-faced pan with in-wall concealed cistern

Accessories

Towel rail(s), hand towel holder, toilet roll holder and robe hook (ensuite only) in brushed nickel finish

Connections

GPO(s) concealed in mirror cabinet

Other

Ceiling exhaust fan

Powder Rooms

Walls

Porcelain tile

Toilet Suite

WELS rated wall-faced pain with in-wall concealed cistern

Master Bedroom

Flooring

Loop pile carpet with underlay

Robe

Island dresser

Hanging rails, open shelving, and drawers in laminate finish

Bedrooms

Flooring

Loop pile carpet with underlay

Robe

Hanging rails with shelving and drawers in white melamine finish

Mirrored sliding doors

Laundry

Flooring

Porcelain tile

Walls

Engineered stone splashback to wall above sink

Painted plasterboard



Joinery Cupboards

Cupboard under sink in combination of timber-look and laminate with white melamine internally
Above bench cupboard in combination of timber-look and laminate with white melamine internally.

Benchtop

Engineered stone benchtops

Sink

Stainless steel single sink

Tapware

Sink mixer in brushed nickel finish

Dryer

Dryer installed under benchtop

Washing Machine

Washing machine installed under benchtop

Balcony

Floors

Porcelain paver on pedestal

Walls

Brick

Privacy Screens

Operable blinds to the Riverside frontage

Fixed powder coated aluminium batten screens to the entrance frontage

Upstands

Concrete with paint finish

Doors & Windows

Powder coated aluminium frames with tinted glass

Balcony Balustrade

Generally glazed with powder coated aluminium framing with top rail and stanchions

Balcony Lighting

Surface mounted LED can light(s)

Feature wall light where applicable

Connections



External GPO

Soffit Awnings

Concrete with textured paint finish

Courtyards

Floors

Pedestal paver system

Composite timber pool deck

Pool

Tiled pool

Walls

Concrete with paint finish

Doors & Windows

Powder coated aluminium frames with tinted glass

Fencing / Gates

Feature batten fencing on masonry planter walls

Private lockable gate entry to courtyards

Courtyard Lighting

Surface mounted LED can light(s)

Feature wall light where applicable

Connections

External GPO

Tap Point

Soffit Awnings

Concrete with textured paint finish

3. Schedule of Finishes - General

General

Metering

A separately metered electrical supply will be provided to each lot and common (Body Corporate) areas

Electrical supplies to air conditioning units will be linked from the apartment distribution board and metered accordingly

IT & Communications



Each residence will have a communications panel located in a services cupboard. This panel will serve as a central distribution system

TV

Each residence is connected with aerial access to high definition digital free-to-air and Pay TV. TV points are provided to the living room.

Data

Each residence is connected to high-speed internet access. Data cabling provides telephone and data services to the living room where applicable

Services

Cold Water

A separately metered cold-water supply will be provided to each residence and will be billed directly by the supplier

Hot Water

Instantaneous electric hot water units will be installed in the laundry of each residence and storage cupboard where applicable

Garbage Collection/Disposal

Waste & recycling chute for general household waste on each residence level. River Homes are provided with allocated waste and recycling bins. These are to be left out when required to be collected by the building manager

The building manager is responsible for the collection from a central point

Security

Access control will be provided to allow all residences to be contacted from either ground floor lobby and permit visitor access to the lift lobby and to call a lift to your floor only

Residents access control is provided to lobbies, lifts and car park. Lift doors to the car park are access controlled to prevent unauthorised access

CCTV security cameras to common areas
Common area access via proximity reader

Carpark

Each residence (other than River Homes) is allocated a car park(s) and storage facility (if applicable) within the secure residents only carpark. River Homes have car parks within their lot (garage level)

Mail Delivery

Mail will be delivered to the letterboxes located at the ground floor
Secure parcel lockers (for communal use) will be provided