

Aurora on Thynne

Date

2021

Parties

name	Pinter Investments Pty Ltd A.C.N. 121 621 010 Trustee under Instrument 718356481 (Seller)
------	--

address	PO Box 559, Clayfield Qld 4011
---------	--------------------------------

name	Jessica Yorke and Michael Trott (Buyers)
------	--

address	18 / 18 Riverbed Place Bulimba Qld 4171
---------	---

email	trott83@me.com
-------	----------------

Tax File Number	
-----------------	--

Introduction

- A.** The Seller intends to undertake the Building Works on the Scheme Land in accordance with the Plans approved or to be approved by the Council and to register the Survey Plan in accordance with the provisions of the BCCM Act and Land Title Act and Land Sales Act.
 - B.** The Seller has agreed to sell and the Buyer has agreed to buy the Lot upon the registration of the Survey Plan.
 - C.** The Seller is to convey a freehold title to the Lot and ownership of the Chattels to the Buyer in accordance with the terms of this Contract.
-

Items Schedule

Item 1 **Proposed Lot Sold**

Proposed Lot 5 as identified on the Plans in Schedule 1

Item 2 **Purchase Price**

\$749,999.00

Item 3 **Deposit**

\$45,000.00 payable as follows:

By cash or cheque

\$5,000.00 upon the Buyer signing the Contract

\$40,000.00 upon finance approval

Item 4 **Interest Rate**

Interest rate means % or if no rate is specified the Standard Contract rate

Item 5 **Seller's Solicitor**

SMS Law

612A Wynnum Road / PO Box 784

Morningside Qld 4170

Ph: (07) 3667 8966 Fax: (07) 3171 2232

Email: allanah@smslaw.com.au

Item 6 **Buyer's Solicitor**

Item 7 **Seller's Agent**

Mane Property Pty Ltd A.C.N. 619 596 137

147 Alexandra Road, Clayfield Qld 4011

License No. 4139982

Ph: (07) 3063 8035 / 0402 174 476

Email: Jeremiah.c@maneproperty.com.au

Item 8 **Deposit Holder**

SMS Law

Item 9 **Foreign Person**

Is the Buyer a foreign person:

☒ No (clause 29.1 applies)

☐ Yes (clause 29.2 applies)

(if neither box is marked, the Buyer will be treated as a resident Buyer)

Item 10 **Finance:**

60 days from Contract Date

Amount sufficient to complete by a financial institution of the Buyer's choice

Item 11 **Guarantor**

Contract of Sale

Now this contract witness as follows:

1. Interpretation

In this Contract unless the context requires otherwise:

Adjustments means the adjustments to the Purchase Price referred to in Clause 18 of this contract;

Approved Safety Switch means a residual current device as defined in the *Electrical Safety Regulation* 2002;

Architect means such architect or building designer as may be nominated by the Seller from time to time;

Balance of the Purchase Price means the:

- (a) total Purchase Price;
- (b) plus Interest;
- (c) less the deposit; and
- (d) adjustments under Clause 18.

Bank means a Bank carrying on business under the authority of a statute of the State of Queensland or the Commonwealth of Australia;

BCCM Act means the *Body Corporate and Community Management Act* 1997 as amended from time to time;

Body Corporate means the body corporate formed under the BCCM Act in respect of the Scheme;

Body Corporate Agreements means the terms of engagement of a person as a body corporate manager or service contractor for the Scheme and the terms of authorisation of a person as a letting agent for the Scheme, disclosed in the Disclosure Statement and entered into by the Body Corporate. It includes any changes to the terms of engagement or authorisation the Seller is allowed to make under this Contract or at law;

Body Corporate Levies means the levies payable under the BCCM Act to the Body Corporate;

Builder means the builder engaged by the Seller to construct the Building;

Building means the building or buildings on or to be constructed on the Scheme Land;

Building Works means those works to be undertaken to construct the Building or Buildings more particularly described in the Plans;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which Banks are open for business in Brisbane, Queensland;

Buyer means the person or persons whose name and address appears in the Parties and includes, for a natural person, the executors, administrators and permitted assigns of that person and, for a Corporation, its successors and permitted assigns and if more than one party (being a person or corporation) then such parties are jointly and severally bound as "Buyer";

By-Laws means the by-laws applicable to the Scheme as contained in the Disclosure Statement;

Car Space means the car space shown on the Plans which may at the Seller's election be included as part of a lot or granted by way of exclusive use;

Certificate of Practical Completion means the certificate to be issued by the Builder under the *Building Act* 1975 certifying as to the date upon which Practical Completion is achieved;

Chattels means the chattels (if any) more particularly described in the Schedule of Finishes and Chattels;

Common Property means that area in the Survey Plan which is not comprised in any lot in the Survey Plan and includes all improvements, fixtures and fittings erected or constructed on the Common Property;

Community Management Statement or **CMS** means the Community Management Statement contained in the Disclosure Statement;

Completion means the carrying out by the Seller and the Buyer of all obligations that they are required to carry out on or before the Completion Date, including:-

- (a) delivery of possession and title to the Lot by the Seller; and
- (b) payment by the Buyer of the balance Purchase Price;

Completion Date means the date as determined by Clause 16.1;

Contract of Sale

Contract means this document and includes its recitals, annexures, special conditions and schedules and the Disclosure Statement;

Contract Date means the date of this Contract;

Contribution Schedule is the schedule in the Community Management Statement containing each lot's Contribution Schedule Lot Entitlement'

Contribution Schedule Lot Entitlement is for each lot in the Scheme the number allocated to that lot in the Contribution Schedule;

Corporation and **Company** include a body corporate of any nature;

Council means the Brisbane City Council;

Department means the Department of Environment and Resource Management;

Deposit means the sum specified in Item 3 of the Items Schedule;

Deposit Holder means the person named in Item 8 as the person appointed by the parties for receiving moneys in accordance with the Land Sales Act;

Disclosure Statement means the statement given by the Seller to the Buyer prior to the Buyer entering into this Contract and which statement accompanies this Contract and is in compliance with the provisions of the BCCM Act and the Land Sales Act;

Encumbrances includes unregistered and statutory encumbrances;

Financial Institution means a Bank, building society or credit union;

Financier means the Financial Institution specified in item 10 of the Items Schedule;

Finance Date means the date specified in item 10 of the Items Schedule;

Finance Amount means the amount of finance specified in item 10 of the Items Schedule;

Floor Type Plans means the document so headed in the Disclosure Documents;

Foreign Person means:

a foreign person within the meaning of *section 4* of the *Foreign Acquisitions and Takeovers Act 1975* (FATA)
Freehold Land Register has the meaning assigned to it under the Land Title Act;

Government Agency means a government or government department or other body, a governmental, semi-governmental or judicial person (whether autonomous or not) who is charged with the administration of a law;

GST means the goods and service tax under the GST Act;

GST Act means *A New Tax System (Goods and Services Tax)* Act and includes other GST related legislation;

Guarantee means the guarantee and indemnity in the form of schedule 3 to this contract;

Guarantors means the person or persons whose name and address appears in Item 11 of the Items Schedule;

Disclosure Statement is the sheet attached to this Contract in the approved form as required by *section 213(2)* of the BCCM Act;

Interest means the rate specified in Item 4 of the Items Schedule;

Interest Schedule is the schedule in the Community Management Statement containing each lot's Interest Schedule Lot Entitlement;

Interest Schedule Lot Entitlement is for each lot the number allocated to that lot in the Interest Schedule;

Land Title Act means the *Land Title Act 1994* (as amended from time to time);

Land Sales Act means the *Land Sales Act 1984-1985* (as amended from time to time);

Lot means the lot created on registration of the Survey Plan which corresponds with the proposed lot described in Item 1 of the Items Schedule being a lot as defined in the Land Title Act.

Lot Entitlement means the number allocated to a lot in the Contribution Schedule or Interest Schedule in the Community Management Statement;

POA means the *Property Occupations Act 2014* (as amended from time to time);

Contract of Sale

Permit means the building approval issued or to be issued by the Council to construct the Building Works in accordance with the Plans;

Person includes a natural person, firm, corporation, unincorporated body of persons, state, territory, government department and government agency;

Plans means the Plans which are contained in Schedule 1 and includes all varied, amended, additional or superseded copies of such Plans and the Plans of the building approved by the Council;

Practical Completion means that stage in the construction of the Building when the Building Works are substantially completed according to the Plans and Schedule of Finishes and is fit for its intended use and occupation;

Property Law Act means the *Property Law Act 1974* (as amended from time to time);

Purchase Price means the sum specified in Item 2 above of the Items Schedule;

Rates means rates, fire service levy and other charges (including for example charges for water, sewerage and garbage) imposed by the Council or a Government Agency;

Registrar has the meaning assigned to that term in the Land Title Act;

Registration Date means the date 18 months after the date of the contract or such later date as determined by Clause 5.3(a);

Regulation Module means the regulation module described in the CMS;

Schedule of Finishes and Chattels means those finishes and the chattels (if any) listed in Schedule 2. A reference to a townhouse in the Schedule of Finishes and Chattels refers to a corresponding number Lot on the Survey Plan;

Scheme means the community title scheme comprising:-

- (a) the Community Management Statement; and
- (b) the Scheme Land.

Scheme Land means the land described as follows:-

Lot 1 on RP 12856 Title Reference 12046250

Located at 109 Thynne Road, Morningside Qld 4031;

Seller means the person whose name and address appears in the Parties and includes, for a natural person, the executors, administrators and assigns of that person and, for a corporation, its successors and assigns;

Seller's agent means the person named in Item 7 of the Items Schedule;

Standard Contract Rate means that rate of interest fixed from time to time by the Queensland Law Society Incorporated (by resolution of its Council) for the purposes of the standard real estate contracts approved by that Society;

Statute includes an act of parliament, proclamation, order-in-council, regulation, rule, by-law or ordinance and a notice or order issued pursuant to a statute;

Survey Plan means the Survey Plan or Plans prepared substantially in accordance with the draft Plans contained in Schedule 1 dividing the Building and the Scheme Land into lots and Common Property to create the Lot described in Item 1 of the Items Schedule;

Tax File No means the Buyer's Tax File Number as stated in the Items Schedule;

Transfer Documents means the:

- (a) form of transfer under the Land Title Act required to transfer title in the Lot to the Buyer;
- (b) any other document to be signed by the Seller for stamping or registration of the transfer;
- (c) notices required by law to notify the Body Corporate of the change in ownership of the Lot to the Buyer.

Interpretation

- (a) Terms in bold in the Item Schedule have the meaning shown opposite them unless the context requires otherwise.
- (b) Words of the either gender shall be deemed to include all genders, and words of the singular number shall include the plural and vice versa.

Contract of Sale

- (c) Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- (d) Reference to a Statute includes all regulations under and amendments to that Statute whether by subsequent Statute or otherwise and a Statute passed in substitution for the Statute referred to or incorporating any of its provisions.
- (e) Where pursuant to this Contract the date on or by which any act, matter or thing is to be done is a Saturday, Sunday or public holiday in Brisbane, such act, matter or thing shall be done on the next succeeding Business Day.
- (f) Headings of clauses have been inserted for guidance only and shall not form any part of the clause or be used to interpret this Contract.
- (g) If a party is a trustee, or comprises two or more persons and one or more of those persons is a trustee, the terms of this Contract bind the trustee, both as trustee and in its own right.
- (h) Failure or omission by the Seller at any time to enforce or require strict compliance of a provision of this Contract is not to affect or impair that provision in any way or the rights of the Seller to avail itself of the remedies it may have for a breach of that provision.
- (i) If any party executes this Contract by an attorney, then the attorney in executing this Contract warrants that he is duly authorised to execute this Contract on behalf of the party and that, at the time of execution of this Contract, no revocation of the power of attorney pursuant to which he has executed this Contract has been received by the attorney.
- (j) In this Contract, unless inconsistent with the context or subject matter, where the term "Item" is used in conjunction with a particular letter of the alphabet, it is a reference to the item set opposite the letter referred to in the Items Schedule.

2. Sale and purchase

- 2.1 The Seller and Buyer agree to sell and buy the Lot and the Chattels subject to the terms of this Contract.
- 2.2 At Completion the Lot will be:-

- (a) free from any mortgage other encumbrance other than as disclosed in this Contract; and
- (b) subject to those matters contained in Clause 7.4(a).

3. Payment of purchase price

- 3.1 The Purchase Price for the Lot is payable in the following manner:-
 - (a) The Deposit is to be paid by the Buyer to the Deposit Holder in part payment of the Purchase Price on or before 5.00pm on the date referring to in 3 of the Reference Schedule; and
 - (b) The balance of the Purchase Price subject to the Adjustments which may be necessary is to be paid by the Buyer to the Seller or as the Seller may direct in writing on the Completion Date.

4. Deposit

- 4.1 Failure to pay the Deposit
 - (a) The Buyer will be in default if it:-
 - (i) does not pay the Deposit when required by this Contract;
 - (ii) pays the Deposit by post dated cheque;
 - (iii) pays the Deposit by cheque which is dishonoured on presentation; or
 - (iv) does not provide the Bank Guarantee when required by this Contract.
 - (b) If the Buyer is in default under Clause 4.1(a) the Seller:-
 - (i) may exercise its rights under Clause 19; and
 - (ii) will be entitled to recover from the Buyer as a liquidated debt so much of

Contract of Sale

the Deposit as has not been paid by the Buyer.

4.2 Distribution of Deposit

(a) The Deposit Holder is authorised and directed by the Seller and Buyer to distribute the Deposit in the following manner:-

- (i) if this Contract completes: to the Seller;
- (ii) if this Contract is terminated without default by the Buyer: to the Buyer; and

if this Contract is terminated due to the Buyer's default: to the Seller.

4.3 Deposit by Bank Guarantee

(a) Where the Deposit is to be paid by way of Bank Guarantee the Buyer will provide the Bank Guarantee to the Deposit Holder when the Buyer signs this Contract, such Bank Guarantee to be an unconditional undertaking in a form approved by the Seller (in the Seller's absolute discretion) given by a Bank or other organisation approved by the Seller in favour of the Deposit Holder to pay the Deposit to the Deposit Holder on demand. The Bank Guarantee must not have an expiry date.

(b) The Deposit Holder may make demand under the Bank Guarantee for payment of the sum guaranteed or any part of the sum guaranteed in any circumstances in which the Seller is entitled to forfeit and retain the Deposit under this Contract, at which time the Deposit Holder shall deal with the moneys received from the Bank in accordance with the terms of this Contract.

(c) On Completion, the Seller may either:-

- (i) direct the Deposit Holder to make demand under the Bank Guarantee, in which event the Buyer will pay the balance of the Purchase Price on

Completion in accordance with this Contract; or

- (ii) require the Buyer to pay the Purchase Price on Completion in accordance with this Contract, in which case the Deposit Holder will return the Bank Guarantee to the Buyer on Completion.

(d) The Deposit Holder will not be liable for the loss of the Bank Guarantee or for making any demand under the Bank Guarantee unless that action is due to fraud by the Deposit Holder.

(e) Any demand or failure to make demand under the Bank Guarantee by the Deposit Holder shall not prejudice or limit in any way the rights of the Seller under this Contract or at law.

(f) The Seller need not give the Buyer notice before it makes demand under the Bank Guarantee.

5. Practical completion of the building and registration of the Survey Plan

5.1 Construction of the Building

(a) The Seller, upon commencement of construction, is to do all acts and things reasonably necessary to construct the Building Works in a proper and workmanlike manner and to achieve Practical Completion.

(b) The Certificate of Practical Completion in respect of the Building Works shall be prima facie evidence that all necessary construction work required under this Contract has been practically completed.

5.2 Registration of the Survey Plan

(a) If the Survey Plan has not registered in the Department by the Registration Date, then

Contract of Sale

either party may terminate this Contract by notice in writing to the other.

5.3 Delays in Construction

(a) If the Building Works are delayed, due in whole or in part to any one or more of the following:-

- (i) damage by fire, explosion, earthquake, lightning, storm, tempest, war, civil commotion or strike;
- (ii) proceedings being taken or threatened by or disputes with adjoining or neighbouring owners to the Scheme Land;
- (iii) the delay of the Council or other authority in giving any necessary approval, provided the Seller has taken all reasonable steps to obtain such approval;
- (iv) inclement weather;
- (v) industrial disputes, whether on the Scheme Land or involving supplies to contractors or sub-contractors on site;
- (vi) any cause, matter or thing, which entitles the Seller's builder to an extension of the date for Practical Completion of the Building Works under the Builder's contract with the Seller and which does not result from the Seller's default;
- (vii) any other cause, matter or thing beyond the control of the Seller;
- (viii) AND IF the Architect certifies as to the period of the delay, then the Seller may at any time by written notice to the Buyer extend the Registration Date by the number of days in the period of the delay as certified by the Architect.

(b) On termination of this Contract under this clause, the Deposit Holder is promptly to

refund to the Buyer the Deposit together with all interest earned on the investment of the Deposit (if any) and in the event that the deposit has been paid by way of Bank Guarantee then the Deposit Holder is to promptly release and deliver the Bank Guarantee to the Buyer and neither party shall have any claim against the other under this Contract except by reason of an antecedent breach.

5.4 Right to compensation

(a) Subject to Clause 5.5(a) the Seller must pay the Buyer reasonable compensation if the Building and the Lot are not constructed as required under this Contract and the Buyer is materially prejudiced. The Buyer may only request the compensation by giving the Seller reasonable notice prior to the Completion Date. The amount of compensation must be decided by an expert appointed by the President of the Queensland Law Society Inc.

5.5 Seller may rectify problems

- (a) Instead of paying reasonable compensation pursuant to Clause 5.4(a), the Seller may give the Buyer an undertaking to rectify the problem complained of by the Buyer. If the Seller gives that undertaking then:
- (i) the Seller must do the work as soon as reasonably possible;
 - (ii) Settlement must still take place on the Completion Date;
 - (iii) The Buyer must not refuse to settle or withhold any of the Purchase Price.

5.6 Variations at Buyer's request

(a) The Buyer has no right to require any variation to the construction of the Lot or anything else.

5.7 Defects Fixing and Inspection

Contract of Sale

- (a) When the Seller decides that the Building of the Lot is substantially complete, except for minor omissions and minor defects the fixing of which will not prejudice the convenient use of the Lot, the Seller must give notice to the Buyer that the Lot is available for inspection (**Inspection Notice**).
- (b) Within twenty-one (21) days of receiving an Inspection Notice, or in any case before the Completion Date, the Buyer must arrange for the Lot to be inspected by the Buyer or the Buyer's representative in the company of the Seller or the Seller's representative (**Pre-Settlement Inspection**).
- (c) During the Pre-Settlement Inspection, the Seller and the Buyer must inspect the Lot for any defects and both must complete and sign two (2) copies of a report (**Inspection Report**) that:
 - (i) Identifies defects in the Lot that require fixing and certifies that the Lot is otherwise free of obvious defects.
 - (ii) If the parties are unable to agree to an issue, it must be listed in the Inspection Report and identified as "disputed".
- (d) The Seller must either fix itself or cause the Builder to fix all defects described in the Inspection Report, except any that are noted as "disputed".
- (e) If a defect described in the Inspection Report as "disputed", then the Seller must cause the issue to be referred to the construction manager for determination. In making such a determination the construction manager must:
 - (i) Act as an expert and not as an arbitrator; and
 - (ii) Notify the Seller and the Buyer in writing of its determination of the

issue of whether or not the item complained of is a defect.

- (iii) The determination of the construction manager is final and binding on both parties.
- (f) Only if the Buyer or the Buyer's representative has attended the Pre-Settlement Inspection and signed an Inspection Report, the Seller will either itself fix or will exercise its rights with the builder to require the builder to fix any further defects in the Lot that are notified by the Buyer to the Seller within three (3) months of Completion.
- (g) If the Buyer or the Buyer's representative fails to attend the Pre-Settlement Inspection and/or fails to sign an Inspection Report, then the Buyer waives all of its rights to object to any particular of the building of the Lot, or claim any compensation in respect of any alleged defect in the building of the Lot or to delay Completion.
- (h) If the Pre-Settlement Inspection or the Inspection Report has identified a defect in the building of the Lot that requires rectification, then the Buyer must rely on its rights under this clause and has no right to delay Completion, or require retention of any part of the Purchase Price, pending the fixing of the identified defects.

5.8 Access by Seller

- (a) The Seller is under no liability or obligation to inspect or fix any defect unless the Buyer, at the Seller's request, provides to the Seller and the Builder suitable access to the Lot in order to enable repair works to be performed.

5.9 Buyer's Acknowledgement

- (a) The Buyer acknowledges that nothing in this contract will require the Seller to repair:

Contract of Sale

- (i) Scratches, chips, dents or marks on any surface, covering or item unless they are identified in the Inspection Report; and
- (ii) Concrete, slabs, driveways, terraces, tilted areas, or other exposed surfaces that develop cracks or other damage due to temperature change or normal settlement.

6. Seller may terminate

6.1 If:-

- (a) the Council refuses to seal the Survey Plan or Community Management Statement or imposes any condition on the sealing of the Survey Plan or Community Management Statement with which the Seller shall be unable or unwilling to comply;
- (b) any relevant State or other Government Agency refuses to grant an approval, fails to grant an approval within a reasonable time, or having granted an approval, revokes the approval, or imposes any condition in the approval with which the Seller shall be unable or unwilling to comply and the approval is in connection with or incidental to the:-
 - (i) creation of a separate freehold title for the Scheme Land or the Lot;
 - (ii) the use of the Scheme Land for the purposes of the construction of the Building Works and subsequent use and occupation of the Scheme Land or the Building in accordance with or as designated in the Plans;
 - (iii) on or before Completion, the Buyer (or any of them) being a natural person dies; or
 - (iv) on or before Completion, the Buyer (or any of them) being a natural person becomes bankrupt; or

- (v) on or before Completion, the Buyer (or any of them) being a company, are ordered to be wound up or are placed in provisional liquidation, enter into a scheme of arrangement for the benefit of its creditors, resolve to go into liquidation or are put into the control of an administrator, a liquidator, receiver and/or manager or an agent of a mortgagee,
- (vi) then the Seller may terminate this Contract by notice in writing to the Buyer.

- (c) Where this Contract is terminated by the Seller under any of Clauses 6.1(b)(i) to 6.1(b)(v) then the Deposit Holder will refund to the Buyer the Deposit and all moneys earned on the investment of the Deposit (if any) and in the event that the Deposit has been paid by way of Bank Guarantee then the Deposit Holder is to promptly release and deliver the Bank Guarantee to the Buyer and neither party shall have any claim against the other under this Contract except by reason of an antecedent breach.

7. Title

7.1 No Requisitions

- (a) The Buyer is not entitled to deliver to the Seller requisitions or enquiries on or to the Seller's title to the Lot.

7.2 Seller's Statements

- (a) The Seller states that, except as disclosed in this Contract, each of the following statements is accurate at the time the Seller executes this Contract;
 - (i) the Seller has free and unqualified capacity and power to contract and to complete this Contract;
 - (ii) the Seller is not under any legal disability which affects the Seller's

Contract of Sale

capacity to contract and to complete this Contract; and

- (iii) if the Seller is a trustee, the Seller has free and unqualified power of sale under the instrument creating the trust, and that instrument does not require the consent or authority of any person to the entering into of this Contract or the completion of this Contract.
- (iv) there is no current litigation by any person claiming an estate or interest in the Lot;
- (v) there is no unsatisfied judgment, order or writ of execution which affects the Lot;
- (vi) no order has been made under Part 11 of the Property Law Act which would operate as a charge on the Lot;
- (vii) there is no order of a Court or other competent authority affecting the ability of the Seller to complete this Contract;
- (viii) no notice has been issued by a competent authority or proceedings instituted in a Court pursuant to any statute whereby the interest of the Seller in the Lot may be rendered liable to forfeiture to the Crown;
- (ix) on Completion the Lot will be free from all Encumbrances except any disclosed or provided for in this Contract;
- (x) the Seller is not in liquidation;
- (xi) no action has been taken by or against the Seller which could lead to the winding up of the Seller;
- (xii) the Seller is not under official management;

- (xiii) an administrator, controller or managing controller has not been appointed to the Seller or in respect of the whole or any part of the Lot;
 - (xiv) a compromise or arrangement has not been proposed between the Seller and its members or creditors, nor agreed to by the members or creditors, nor sanctioned by a Court;
 - (xv) the Seller is the registered owner of the Lot;
 - (xvi) the Building Works will have been constructed in accordance with the requirements of all relevant statutes and all relevant authorities and any necessary approvals under the *Building Act 1975* and a Certificate of Classification under the *Standard Building Law 1991* to permit occupation of the Building will have issued in respect to the Building (if the Building may not be lawfully occupied unless such certificate was issued);
 - (xvii) if in any material way any buildings of adjoining owners encroach upon the Scheme Land or the Building encroaches upon adjoining land (other than the footpath or any road) then such encroachments will otherwise be protected by easement;
 - (xviii) the Body Corporate will not have any outstanding or contingent liabilities other than that for:-
 - (A) its ordinary operating expenses;
 - (B) any insurances required by the BCCM Act;
 - (C) purposes and liabilities disclosed or provided for in this Contract;
-

Contract of Sale

- | | |
|---|--|
| <ul style="list-style-type: none">(xix) all insurances required by the BCCM Act in respect to the Building will have been effected;(xx) no moneys will be recoverable from the Seller as proprietor of the Lot pursuant to the BCCM Act;(xxi) the Seller will have no knowledge or notice of any special levy or proposal for a special levy of an unusual nature or of the existence of any fact which may give rise to or indicate the possibility of such a levy, which will not have been disclosed to the Buyer as required under the BCCM Act;(xxii) any Court of competent jurisdiction will not have made any order for the extinguishment of the Survey Plan;(xxiii) the Body Corporate will not have mortgaged or charged any of its assets to secure the repayment of moneys owing or borrowed by it;(xxiv) there will not be any unsatisfied judgments against the Body Corporate. <p>(b) If a statement contained in either Clause 7.2(a) is not accurate and the Buyer has been materially prejudiced by the inaccuracy (proof of which shall be the responsibility of the Buyer) then the Buyer may terminate this Contract by notice in writing to the Seller.</p> <p>(c) If this Contract is terminated pursuant to Clause 7.2(b), the Deposit, together with all interest earned on the investment of the Deposit (if any) will be refunded to the Buyer by the Seller or the Deposit Holder as the case may be and neither party shall have any claim against the other under this Contract, except by reason of any antecedent breach.</p> | <p>(a) Subject to the provisions of the Land Sales Act and the BCCM Act, the Buyer will not be entitled to terminate this Contract, make any objection, requisition or claim for compensation or equivalent, in respect of or by reason of:-</p> <ul style="list-style-type: none">(i) any boundary of the Scheme Land not being fenced, or any boundary fence or wall being not upon or within such boundary;(ii) any minor variations between the location, dimensions and area of the Lot or any Car Space as shown on the Plans and as shown on the Survey Plan. A minor variation in area of the Lot for the purposes of this Clause shall be a reduction or increase in area of the Lot by no greater than 5% of the area as shown on the Plans;(iii) any alterations in the number of lots in the Survey Plan or the numbering, size, location or permitted use of any lot in the Survey Plan (other than the Lot) or any change in the name of the Scheme;(iv) any minor alterations to the Common Property or rights in relation to the use of the Common Property;(v) any alteration in the Lot Entitlement or any lot in the Survey Plan (other than the Lot), provided that the ratio of the Lot Entitlement of the Lot to the aggregate lot entitlement of all lots in the Survey Plan is not substantially varied to materially prejudice the Buyer;(vi) the existence of passage through or on the Lot or the Scheme Land or any adjoining property of mains, pipes, wires or connections of any water, sewerage, drainage, gas, |
|---|--|

7.3 No Claim by Buyer

Contract of Sale

- | | |
|---|--|
| <p>electricity, telephone or other system or service, whether to the Lot or to the Scheme Land, or other adjoining property or jointly to one or more of them or otherwise and whether or not protected by registered easement;</p> <p>(vii) the Registrar allotting a different number from the number allotted by this Contract to the Lot on establishment of the Scheme;</p> <p>(viii) the Seller causing the Body Corporate to have an extraordinary general meeting whilst it is the sole member of the Body Corporate and attending to any matters of business as the Seller shall deem fit and necessary to give effect to this Contract;</p> <p>(ix) any alteration or variation in the Plans and in the Schedule of Finishes and Chattels as may become necessary due to:-</p> <p style="margin-left: 20px;">(A) matters beyond the control of the Seller;</p> <p style="margin-left: 20px;">(B) the requirements or directions of the Council and/or any other governmental or quasi-governmental authority;</p> <p style="margin-left: 20px;">(C) the practical exigencies of construction either by, but without limiting the generality of the foregoing, the dictates of good building practice or the availability of materials or chattels provided that the Seller shall take all available and reasonable steps to adhere wherever possible to the Plans and the Schedule of Finishes and Chattels.</p> <p>(x) any necessary service easement affecting the Common Property;</p> | <p>(xi) the Seller or the Body Corporate granting easements to the Council and/or to the owner of adjacent land over Common Property provided the easements do not derogate from the Buyer's reasonable use and enjoyment of the Common Property.</p> <p>(xii) Any alteration in the total number of car spaces, or in the size or location of any car space or storage area shown on the Plans.</p> <p>(xiii) The non-disclosure of service location diagrams as part of the CMS.</p> <p>(xiv) Electricity, water, gas or other utilities being supplied to the Lot and the Body Corporate by the Body Corporate or the Seller or any party nominated by the Seller including if the Buyer is required to enter into an agreement with such supplied in relation to the supply of the relevant utility.</p> <p>(xv) There being after Completion continuation of construction works that may disrupt or inconvenience the Buyer or an occupier of the Lot.</p> <p>(xvi) Variation in the type of material used in the construction of the Building from those shown in this contract (if any), provided materials used are not of a lesser quality.</p> |
|---|--|
-
- ### 7.4 Title to the Lot

(a) The Lot is sold and the Buyer will take title to the Lot subject to:-

(i) the provisions of the Land Title Act and the BCCM Act including the easements for support, shelter and services expressed or implied in favour of or against the owner of
-

Contract of Sale

a lot by virtue of the Land Title Act and the BCCM Act;

- (ii) the Lot Entitlement of the Lot and all matters contained in or endorsed upon or annexed to the Scheme;
- (iii) the By-laws in force upon establishment of the Scheme;
- (iv) all notifications, easements and restrictions (other than any mortgage) noted on the Title to the Scheme Land and/or the Title to the Lot;
- (v) any transfer, lease, easement or other right over the Common Property or any part of the Common Property given to the Council, Energex, Telstra, Optus or other provider or any other buyer of a lot or lots in the Building or the owner of adjacent land or any other adjacent land.

8. Chattels

- 8.1 On Completion the Lot will contain those Chattels (if any) as set out in Schedule 2.
- 8.2 Title to and risk in the Chattels set out in Schedule 2 will pass to the Buyer on Completion free of all encumbrances. If any Chattel is not available the Seller may select, at its discretion, an alternative or similar chattel or a chattel of superior quality. The Certificate of the Architect as to similar or superior quality is to be conclusive evidence of that fact.
- 8.3 The Seller assigns to the Buyer from the Completion Date the benefit of any manufacturers' warranties given in favour of the Seller with respect to the Chattels, subject to the terms of such warranties and any statute or rule of law which may prohibit or limit the Seller's right of assignment. Any acts necessary to perfect the assignment shall be

undertaken by the Buyer at the Buyer's expense.

9. By-Laws

- 9.1 The By-Laws for the Scheme will be those contained in the Community Management Statement to be registered in the Department.
- 9.2 The Seller may make minor variations to the By-Laws and exclusive use plan or plans (if any) provided the use and enjoyment by the Buyer of the Lot will not be materially prejudiced by any such variation.

10. Management Agreements

- 10.1 The Seller as original owner may procure the Body Corporate to enter into an agreement in the form disclosed in the Disclosure Statement in favour of the Seller or the nominee of the Seller with any minor variations (including any variation of any person nominated in the form or otherwise) that may seem to the Seller desirable or necessary for the purpose of better seeing to the proper functioning operation management and letting of the Building or parts thereof and/or for the purpose of ensuring the smooth and proper functioning of the duties and powers of the Body Corporate of the Scheme or lots therein.
- 10.2 The Buyer agrees that the Seller may retain for its separate and sole benefit any monies paid or payable to the Seller by any person with whom the Body Corporate enters into any of the agreements disclosed in the Disclosure Statement.
- 10.3 The provisions of this Clause shall not merge on completion.

11. What the seller may change

- 11.1 Subject to the Buyer's rights under the BCCM Act and this Contract, the Seller may:
 - (a) Change the Plans or Schedule of Chattels and Finishes (if the Architect (acting

Contract of Sale

- reasonably) is satisfied that the new items are of similar quality);
- (b) Sign the CMS and lodge it for recording with (subject to compliance with the BCCM Act) such variations as it thinks desirable or necessary and which do not materially prejudice the Buyer's interests;
 - (c) Change the number of lots in the Scheme;
 - (d) Change the design of the Building and of the Lot;
 - (e) Make minor changes to the By-laws including changes to areas that are subject to an exclusive use by-law;
 - (f) Change the Lot Entitlement of the Lot and of any other lots in the Scheme to reflect the changes in the number of lots provided that the proportion of the Lot Entitlement to the aggregate Lot Entitlement is not changed by more than 5%;
 - (g) Change the terms of any engagement (subject to s213 of the BCCM Act) or authorisation, the estimated cost of any engagement and the proportion of the cost to be paid by the Buyer in any Body Corporate Agreement;
 - (h) Introduce a new Body Corporate Agreement not provided for in the Disclosure Statement;
 - (i) Change the amount of annual contributions expected to be payable to the Body Corporate by the Buyer;
 - (j) The Buyer acknowledges that at the time the Seller submits the Scheme to the Council and, in turn, to the Registrar, both the Council and the Registrar have the right to refuse to allow the Seller to use the name "Aurora on Thynne" Community Titles Scheme" as the name of the development for the purposes of the Scheme. If there is a refusal, an alternative name will be selected at the sole discretion of the Seller.

- (k) Make changes which the Seller's Solicitors say are required because of a change in the law or the requirements of the Department; and
- (l) Change the BMS where necessary for the effective management of the Scheme.

12. Car spaces and other areas

12.1 If a Car Space is shown on the Plans then the Seller must elect to either:-

- (a) include such Car Space as part of the Lot at Completion; or
- (b) ensure the Community Management Statement contains a by-law granting to the proprietor for the time being of the Lot the exclusive use of any such Car Space in the form contained in the By-laws.

12.2 The Buyer will not be prejudiced or be entitled to terminate this Contract or make any objection, requisition or claim for compensation or equivalent in respect or by reason of:-

- (a) the Seller making an election under Clause 12.1;
- (b) the allocation by the Seller to any proprietor of a lot or any Car Space as specified in the Plans at the date of this Contract;
- (c) the Seller at any time procuring the Body Corporate to grant to an owner of any lot in the Scheme the right to exclusive use or to grant to a service contractor or letting agent an occupation authority in respect to any part of the Common Property for any of the following purposes:-
 - (i) car parking;
 - (ii) storage;
 - (iii) Manager's office and reception.

Contract of Sale

12.3 Any monies paid to the Seller by any person for the exclusive use of or other right to use any part of the Common Property will remain the absolute property of the Seller.

13. Body Corporate

13.1 For the purposes of the Buyer obtaining a certificate under S205(4) of the BCCM Act the name and address of the secretary or managing agent of the Body Corporate will be:-

(a) AMPT Body Corporate Management

(b) Phone:

Address:

Post: PO Box 205, Scarborough
Qld 4020

13.2 The CMS must be as shown in the Disclosure Statement or a notice given to the Buyer under Clause 11 of this Contract. However the Seller may complete blanks and make minor changes to meet the Department requirements.

13.3 The Seller may have the Body Corporate set levies as shown in the Disclosure Statement or in a notice given under Clause 11.

13.4 The Seller may have the Body Corporate enter into the Body Corporate Agreements with any person at any time before or within 12 months after the establishment of the Scheme.

14. Acknowledgments by buyer

14.1 The Buyer acknowledges and agrees:-

(a) Prior to signing this contract it received:

- (i) a statement under section 213 of the BCCM Act which incorporates the statement required under section 10 of the Land Sales Act (and is contained in the Disclosure Statement); and

(ii) a Disclosure Statement in the approved form as required by s213(2) of the BCCM Act.

(b) that the Buyer will not be materially prejudiced by any of the matters referred to in Clause 7.3(a) or by any alteration referred to in that Clause and the Buyer agrees to be bound by any such matter or alteration;

(c) that the Scheme Land is included in the town plan of the Council and the Buyer has not relied on any representations from the Seller or the Seller's agent or any other person or corporation with regard to the permitted uses of the Lot or any part of the Lot under the town plan or otherwise;

(d) The Seller confirms the Buyer is an "interested party" for the purposes of section 205 of the BCCM Act and authorises the Buyer to apply to the Body Corporate for anything allowed under that section.

(e) that the Seller will be entitled to:

(i) grant and accept leases, licences or easements in relation to the Scheme Land to or from the owner or owners from time to time of adjacent land;

(ii) procure that the Body Corporate grant leases, licences or easements over the Common Property to the owner or owners from time to time of adjacent land;

(iii) procure that the Body Corporate accept any leases, licences or easements in respect of any adjacent land from the owner or owners from time to time of such adjacent land;

(iv) on such terms and conditions as the Seller considers in its absolute discretion will be a benefit to the Body Corporate or members or future members of the Body Corporate. This provision shall constitute notice to the

Contract of Sale

Buyer and consent by such Buyer to any such proposed lease, licence or easement.

(f) the Seller, its employees, agents and contractors may use any reasonable methods in its efforts to sell or market the lots in the Building including:-

(i) the use of signs;

(ii) public auction; and

(iii) the use of the Common Property.

(iv) The Seller must in using such methods at all times display reasonable consideration for the comfort and convenience of the Buyer.

(g) that the Seller and its employees, agents and contractors or any one or more of them shall be entitled to utilise any lot or lots other than the Lot (unless at the date of this Contract the Lot is being so utilised) as a display lot for prospective buyers.

(h) that the Buyer has not relied on any representations by or from the Seller, the Seller's agent or any other person or corporation, other than those representations specified in this Contract about the Lot, Scheme Land, Schedule of Finishes, Chattels, Common Property, Building Works, proposed management operation, achievable occupancies, financial returns or tax benefits.

(i) that in entering into this Contract the Buyer confirms and agrees that all representations made by or on behalf of the Seller are as set out in this Contract and that the terms, covenants and conditions of this Contract constitute the only agreement between the Buyer and the Seller to the exclusion of all other representations to the fullest extent permitted by law. The Buyer waives any claim or right inconsistent with this acknowledgment and agrees to indemnify the Seller from any claim brought by the

Buyer in breach of this clause and the Seller's costs of resisting any such claim calculated on a solicitor and own client basis.

(j) that prior to signing this Contract, the Buyer has received from the Seller or the Seller's agent the Disclosure Statement duly executed on behalf of the Seller and has read and understood a duly executed statement in writing from the Seller in compliance in every respect with the requirements of the BCCM and the Land Sales Act.

(k) that the Buyer is aware of the implied warranties contained in Chapter 5 Part 3 of the BCCM Act.

15. Risk/Insurance

15.1 The Lot shall be at the risk of the Seller until the Completion Date.

16. Completion date

16.1 The Completion Date is to be the later of:

(a) the day being 14 days after the Seller gives notice to the Buyer requiring Completion. The Seller will not be entitled to give notice to the Buyer requiring Completion unless and until:-

(i) The Scheme is established in accordance with the BCCM Act;

(ii) An indefeasible Title for the Lot is created by the recording of the particulars of the Lot in the Freehold Land Register; and

(iii) A Certificate of Classification under the Standard Building Law 1991 for the Building Works has issued (if the Building may not be lawfully occupied unless such certificate was issued); or

Contract of Sale

- (b) the day being 21 days after the Seller gives a further statement to the Buyer in accordance with section 214 BCCM Act.

16.2 In compliance with section 212 of the BCCM Act, it is agreed that Completion must not take place earlier than 14 days after the Seller gives advice to the Buyer that the Scheme has been established and the plan has registered.

17. Completion of contract

17.1 Time for Completion

Completion of this Contract shall take place on the Completion Date at a time agreed upon by the Buyer and the Seller between the hours of 10:00am and 4:00pm and failing agreement then at 4:00pm at the office of the Seller's Solicitors or at an alternative place in Queensland nominated by the Seller.

17.2 Documents to be Tendered

On the Completion Date, in exchange for:-

- (a) the balance of the Purchase Price; and
- (b) any other moneys owing by the Buyer pursuant to this Contract;
- (c) the Seller shall give possession of the Lot to the Buyer and shall cause to be delivered to the Buyer, or as the Buyer may in writing direct, the following:-
 - (i) a duly executed Transfer to enable the Buyer (after stamping) to become the registered owner of the Lot free of encumbrances, except as set out in this Contract.
- (d) a duly executed Form 24 in duplicate;
- (e) a duly executed registrable release or partial release of all mortgages or charges;

- (f) any instrument of Title for the Lot required to register the Transfer showing the Seller as registered owner;

- (g) a copy of a Certificate of Classification under the Standard Building Law 1991 appropriate for the occupation of the Lot for residential purposes (if the Building may not be lawfully occupied unless such certificate was issued).

17.3 Preparation of Documents

- (a) If the Seller elects on or before giving notice to the Buyer of the Completion Date pursuant to Clause 16, the documents referred to in Clauses 17.2(c)(i) and 17.2(d) may be prepared by the Seller's solicitors at the expense of the Seller and must be prepared by the Buyer's solicitors at the expense of the Buyer and in that event a copy will be forwarded to the Buyer prior to Completion. The Buyer must immediately notify the Seller of any inaccuracy in those documents. If the Buyer does not immediately notify the Seller of any inaccuracy in the documents, the Buyer will be deemed to have accepted the documents and release the Seller (and the Seller's Solicitors) from any liability for loss arising as a result of any inaccuracy. The Buyer may by delivering an undertaking that the transfer will be used only for the purpose of stamping and be held by the Buyer's Solicitors at the direction of the Seller until the Completion Date obtain the executed transfer from the Seller's Solicitors prior to the Completion Date. If the Seller does not elect to prepare the documents, the documents must be prepared by the Buyer and delivered to the Seller's solicitor a reasonable time before the Completion Date.
- (b) If the Lot is the subject of a bill of mortgage or other charge on the Completion Date, then the Buyer will, if required by the Seller, pay the whole or any part of the balance of the Purchase Price to such mortgagee or chargee.

Contract of Sale

- (c) The Buyer must sign all documents and do all things reasonably required of the Buyer by the solicitors for the Seller to complete this Contract.

17.4 Stamping

When the Seller's Solicitors receive an undertaking from the Buyer's Solicitors that the Transfer Documents will be used for stamping purposes only pending Completion and that they will return them to the Seller's Solicitors on request, the Seller will lend the Transfer Documents to the Buyer's Solicitors. The Buyer may stamp the Transfer Documents before Completion.

17.5 Keys to be provided

The keys, codes or devices in the Seller's possession for the Lot will be handed over at Completion (unless the Buyer has agreed to receive them in some other way).

17.6 Warranties and equipment

Upon Completion:

- (a) the benefit of any manufacturer's warranties the Seller has for the Chattels; and
- (b) ownership of the Chattels passes to the Buyer. Any further thing necessary to complete the transfer of warranties are the Buyer's responsibility.

17.7 Bank Cheques to be provided

- (a) The Buyer agrees that it will pay the Balance Purchase Price to the Seller by way of bank cheques issued by a Bank as directed by the Seller.

18. Adjustments

- 18.1 All rates, taxes (other than land tax), assessments and other Outgoings in respect

of the Lot will be borne and be paid by the Buyer from Completion

- 18.2 Land taxes paid or payable in respect of the Lot will be similarly apportioned but on the basis that as at midnight on the previous 30th June, the Seller owned no land other than the Seller's interest in the Lot.

- 18.3 "Outgoings" shall include contributions paid or payable to the Body Corporate, insurance premiums paid by the Seller in respect of the Building and any insurance premium paid by the Body Corporate in respect of the Lot.

- 18.4 Until separate assessments of rates, taxes (including land tax) and other Outgoings have issued or are available in respect of the Lot, all necessary adjustments between the parties will be made on the basis that the Lot is liable for that proportion levied or paid against the Scheme Land as a whole or against the Lot and the other Lots in the Scheme as a whole, which the Contribution Schedule Lot Entitlement of the Lot bears to the total Contribution Schedule Lot Entitlement of all lots comprised in the Survey Plan.

- 18.5 Until contributions under the BCCM Act are determined and levied on the proprietors of lots in the Survey Plan, Outgoings paid by the Seller which would properly be the subject of such contribution when determined will be adjusted between the parties on the same basis as is provided for in Clause 18.4.

- 18.6 If the Buyer is not able to obtain a clearance from the Commissioner for Land Tax, or if an assessment of rates has not issued, or is not due for payment as at the Completion Date in respect of the Scheme Land or the Lot, then the Buyer agrees to accept an undertaking by the Seller (which is hereby given by the Seller to the Buyer) that it will pay when due and discharge its proportion of:-

- (a) Any land tax in respect of its ownership of the Scheme Land or the Lot as at midnight 30th June preceding the Completion Date;

Contract of Sale

- (b) Rates owing or to be assessed on the Scheme Land or the Lot;
- (c) The Buyer will not require the retention of any moneys from the Purchase Price in support of such undertaking by the Seller.

19. Default of the buyer

19.1 If the Buyer fails to comply with the conditions of this Contract or any of them, the Seller, in addition to any other rights at law or in equity may:-

- (a) affirm the Contract and sue the Buyer for damages for breach of Contract;
- (b) affirm the Contract and sue the Buyer for specific performance and damages in addition to or instead of damages for breach; or
- (c) Terminate the Contract from the date of the breach and:-
 - (i) resume possession of the Lot (if possession prior to Completion shall have been given); and/or
 - (ii) forfeit to the Seller the moneys paid on account of the Purchase Price by the Buyer to the extent of 10% of the total Purchase Price; and/or
 - (iii) sue the Buyer for damages for breach of Contract; and/or
 - (iv) without notice to the Buyer re-sell the Lot by public auction or by private Contract with power to vary or rescind any Contract of sale and to buy at any auction and the deficiency in price on such re-sale and the Default Expenses shall be recoverable as liquidated damages. Any profit on re-sale shall belong to the Seller.

19.2 Any monies paid by the Buyer above ten percent (10%) of the total Purchase Price may be held by the Seller as security for any deficiency arising out of a re-sale or as

security for any damages awarded by a court of competent jurisdiction as a result of the Buyer's default and to such extent such moneys in excess of ten percent (10%) are charged by the Buyer in favour and for the benefit of the Seller.

19.3 The Buyer indemnifies the Seller against any loss which the Seller sustains as a result of the Buyer's default. Without limiting the generality of this indemnity, the Seller's loss will include legal costs calculated on a solicitor and client basis which the Seller may incur.

19.4 For the purposes of Clause 19.1(c) "Default Expenses" include but are not limited to expenses arising from or incidental to:-

- (a) repossession of the Lot by the Seller;
- (b) this present sale and any re-sale of the Lot by the Seller;
- (c) any attempted re-sale of the Lot by the Seller;
- (d) all rates, taxes (including land tax) and Outgoings in respect of the Lot which would have been payable by the Buyer under the terms of this Contract if Completion had been effected.

20. Interest on late payments

20.1 If any money (including the Deposit) payable under this Contract is not paid when payable, then such money shall bear interest from the due date for payment to the date it is paid (both inclusive) at the Interest Rate calculated on daily rests.

20.2 Any interest referred to in Clause 20.1 shall be payable by the Buyer to the Seller at Completion.

20.3 If the Buyer does not pay the interest upon demand by the Seller then:-

Contract of Sale

- (a) the interest shall immediately become liquidated damages and debt due and owing by the Buyer to the Seller;
- (b) the Seller may elect to treat such failure to pay interest as a breach of an essential condition of this Contract and exercise its rights under Clause 19.
- (c) Any judgment for any money payable under this Clause 20 shall likewise bear interest from the date of judgment to the date of payment (both inclusive).
- (d) Nothing in this Clause 20 shall derogate from the strict effect of Clauses 4, 19 and 21.

21. Time

21.1 Time shall in all cases and in every respect be of the essence of this Contract.

22. Stamp duty and costs

22.1 Each party will bear their own costs of and incidental to the preparation and execution of this Contract.

22.2 The Buyer will pay all stamp duty on this Contract, the transfer and on any guarantee executed in accordance with the terms of this Contract including any penalties levied by the Office of State Revenue attributable to any act or omission of the Buyer.

23. Attorney and proxy Clause

23.1 With effect from the date that the Scheme is established or changed, the Buyer irrevocably nominates and appoints the Seller to be his attorney and in his name and as his act and deed to attend and vote as such as the Seller in its absolute discretion determines on behalf of the Buyer at any meeting of the Body corporation (to the exclusion of the Buyer if present) for the following purposes:

- (a) authorising or ratifying the entry by the Body Corporate into the Body Corporate Agreements;
- (b) adopting the By-laws substantially the same as those included in the proposed CMS contained within the Disclosure Statement;
- (c) authorising any transfer, lease, easement, licence, grant of exclusive use or other right over any of the Common Property or the Land (including the allocation of carparking spaces and storage spaces by exclusive use by-laws to the owners or occupiers of lots in the Scheme;
- (d) authorising any variations to the Lot Entitlement of any one or more lots in the Scheme (other than the Lot) where that variation will not materially prejudice the Buyer;
- (e) granting the occupation authority under *section 89 of the Body Corporate and Community Management (Accommodation Module) Regulation 1997* in favour of any manager or caretaker of the Scheme;
- (f) adopting a resolution to acquire or lease any 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;
- (g) the election of executive and ordinary members of the committee of the Body Corporate;
- (h) authorising a request and/or consent to register a new CMS or BMS for the Scheme reflecting any one or more of the variation or matters referred to in paragraphs 23.1(a) to 23.1(g) inclusive.

23.2 The Seller states that the power of attorney granted by the Buyer to the Seller may only be exercised by the Seller or any person duly authorised by the Seller.

Contract of Sale

23.3 The Buyer (and if more than one, all of them jointly and each of them severally) is on or before Completion to hand to the Seller a proxy in the form approved by the BCCM Act. While that proxy remains in full force and effect, the Buyer is not to transfer or assign the Lot except to a transferee who has first agreed to execute a proxy in the same form as that given by the Buyer to the Seller pursuant to this clause. The Seller may (without prejudice to its other rights) treat a failure by the Buyer to hand to the Seller a proxy in the appropriate form at Completion as a default entitling it to terminate this Contract and forfeit the Deposit.

23.4 The Buyer ratifies, confirms and agrees to ratify and confirm any action taken by the Seller in exercise of the attorney confirmed by Clause 23.1.

23.5 The Power of Attorney expires 1 year after the establishment of the Scheme.

23.6 The Buyer shall not transfer or assign the Lot except to a transferee, or assignee who has first agreed in a deed to be bound by the conditions contained in this Clause 23 and to execute a Power of Attorney of the same kind and duration as the one in this clause and to deliver it to the Seller.

24. Intentionally deleted

25. Merger

25.1 Any general or special conditions or any part or parts of this Contract to which effect is not given by Completion or registration of the transfer and which is capable of taking effect after Completion or registration shall remain in full force and effect.

26. Caveats

26.1 The Buyer shall not permit lodgement of any caveat affecting the Scheme Land or the Lot unless this Contract is an Instalment Contract as defined in Clause 41.8 of the Contract.

27. Appointment of seller's agent

27.1 In the absence of any specific appointment the Seller, in executing this Contract, confirms the appointment as the Seller's agent of the person named in Item 7 of the Items Schedule for the sale of the Lot to the Buyer.

28. Foreign interests

28.1 If No is completed in Item 9 of the Items Schedule then the Buyer warrants that it is not a Foreign Person.

28.2 If Yes is completed in Item 9 of the Items Schedule then:-

(a) In the event that the Seller has sought and obtained foreign investment approval to sell up to one half ($\frac{1}{2}$) of the lots off the plan to foreign investment purchasers then the Seller shall produce to the Buyer a copy of its approval at the time of the Buyer entering into this Contract; or

(b) In the event that the Seller has not sought, or if it has sought, has not obtained foreign investment approval to sell up to one half ($\frac{1}{2}$) of the lots off the plan to foreign investment purchasers then this Contract shall be subject to and conditional upon the Seller, prior to the Completion Date, obtaining and producing to the Buyer a copy of its approval in which case this Contract shall be unconditional so far as it relates to this clause. If the Seller is unable to obtain approval and produce to the Buyer a copy of its approval as aforesaid then this Contract shall be at an end and all deposit and other moneys payable by the Buyer together with the whole of the interest (if any) accrued in respect of such moneys shall be refunded to the Buyer and neither party shall have any claim against the other by virtue of this Contract or its cancellation as aforesaid. The Seller shall make application for such approval and pursue same in a reasonable and diligent manner.

Contract of Sale

28.3 In order to permit the Seller to comply with any foreign investment approval, the Buyer must, within 7 Business Days of receiving a request from the Seller, give to the Seller's Solicitors a statement showing:

- (a) the name, citizenship and ordinary residence of any individual Buyer;
- (b) if the Buyer is a company, the names, citizenship and ordinary residential addresses of all directors and shareholders of the Buyer;
- (c) if the Buyer is acting as Trustee, the names, citizenship and ordinary residential addresses of all principal beneficiaries of the Trust;

28.4 If any of the particulars in the notice given pursuant to Clause 28.3 change during the course of this Contract, then the Buyer must give a further notice to the Seller of the change occurring.

29. Notices

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

29.2 All notices must be in English.

29.3 Notices are effectively given if:

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

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

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

29.6 Notices by a party's solicitor to the other party or its solicitor will be treated as given with the first party's authority.

29.7 In respect to any notice given pursuant to Clause 16 of this Contract a statutory declaration by a member of the firm of solicitors acting for the Seller that any notification was duly posted or otherwise delivered to the Buyer at the Buyer's solicitors in terms of this Contract and that the Buyer has failed to pay the balance of purchase moneys or has failed to complete his purchase as the case may be by the due date shall be prima facie evidence of the facts stated in such declaration.

30. Defects liability period

30.1 The Seller must repair any defects of workmanship or materials in respect of the Lot that the Buyer notifies to the Seller within 90 days of Completion or the date of possession by the Buyer, whichever is the earlier in time.

30.2 If there is a dispute about whether any defect notified by the Buyer is required to be repaired by the Seller or whether any defect which has been notified has been properly repaired then that dispute must be referred to the Architect to decide.

30.3 The Architect will act as an expert not as an arbitrator and the decision of the Architect will be final and binding.

30.4 The Seller is not required to repair scratches, chips, dents, stains or marks on any surface, covering or fixture or fitting unless the Buyer notifies the Seller of that defect before the Buyer is given possession of the Lot. The Buyer may inspect the Lot once before Completion at a reasonable time and only in the company of the Seller or its representative.

30.5 Due to temperature changes and normal settlement, concrete paths, garage floors, driveways, patios, terraces, tiled areas and exposed concrete surfaces may develop cracks and other imperfections. The Seller is not required to repair these imperfections unless they result from defects of workmanship or materials.

Contract of Sale

30.6 The Buyer is not entitled to withhold any part of the Purchase Price on Completion by reason of any defects in the Lot, the Chattels or the Building including the Common Property.

31. Assignment by seller

The Seller may assign (in whole or in part) its interest in the Scheme Land and the Lot if the Assignee enters into a Deed of Covenant with the Buyer agreeing to be bound by this Contract in place of and to the same extent as the Seller. In those circumstances, the Seller will be released from further liability under this Contract and the Assignee will be substituted as the Seller under this Contract from the date of assignment in respect of the interest assigned. The Buyer agrees to sign any paperwork required by the Seller.

32. Intentionally Deleted

33. Intentionally Deleted

34. Review of legislation

34.1 The Buyer acknowledges that the Scheme will be established, administered, operated and managed pursuant to the BCCM Act and regulations thereunder.

34.2 The Buyer acknowledges and agrees that the Queensland Government may review the Act and the regulations thereunder, such that the same may be added to, amended, consolidated, or replaced and/or the Registrar may amend his requirements in respect to the registration of documents in the Department and, if that should occur, the Seller reserves the right to determine, in its sole discretion, that such addition, amendment, consolidation, or replacement necessitates or enables the following (or any one or more of them):-

(a) the modification, variation, adding to or deleting of an obligation of either the Seller or the Buyer under this Contract or of any provision contained in this Contract or of

any provision in any document contained in any Schedule to this Contract;

(b) the modification, variation, adding to or deletion of any provision contained in the Agreements contained in the Disclosure Statement;

(c) the modification, variation, adding to or deletion of a reference to any legislation (or any section therein or any regulation thereunder) referred to in this Contract;

(d) the modification, variation, adding to or deletion of any part of the Community Management Statement; or

(e) AND the Seller may by notice in writing to the Buyer require any such obligation, provision, reference or the Community Management Statement to be modified, varied, added to or deleted to such an extent as the Seller in its sole discretion considers necessary in order that the same complies with or is made consistent with the relevant amendment, consolidation or replacement (or new regulation) to the fullest extent possible.

35. Provision of contract not an offer

35.1 The provision of this Contract to the Buyer for execution by the Buyer is not an offer to sell from the Seller to the Buyer. This Contract is binding on the Seller only on execution by the Seller and communication of the fact of execution to the Buyer.

36. Managed Investments Act

36.1 Definitions

(a) In this clause:

(i) **ASIC** means Australian Securities and Investments Commission.

(ii) **Chapter 5C** means Chapter 5C of the *Corporations Act 2001*.

Contract of Sale

- (iii) **Letting Agent** means the person authorised under the letting authorisation agreement in the Disclosure Statement.
- (iv) **RG 140** means ASIC Regulatory Guide 140 issued 5 May 1999 in relation to serviced strata schemes.
- (v) **Section 601MB** means *section 601MB* of the *Corporations Act 2001*.

36.2 Buyer's Acknowledgements

- (a) The Buyer acknowledges that:
 - (i) RG 140 represents ASIC's interpretation of the application of the managed investment provisions in Chapter 5C;
 - (ii) The *Corporations Act 2001* requires for a serviced start a apartment that is a managed investment scheme, that the scheme be registered, the operator of the scheme be licensed and a product disclosure statement be issued;
 - (iii) Neither the Seller nor the Letting Agent proposes to conduct a serviced strata apartment operation on the Building;
 - (iv) No Buyer of a lot is obliged to make their lot available to the Seller or Letting Agent for letting;
 - (v) No lot will be made available for letting on an overnight or short term basis;
 - (vi) There is no understanding between the buyers of lots and the Seller or Letting Agent that lots made available to the Letting Agent for letting will be let on a rotational or other basis, but rather an undertaking that a prospective tenant has the right to select a lot and prefer one lot over another or others; and
 - (vii) If a buyer of a lot makes their lot available to the Letting Agent for letting:

- (A) It is with the intention that any letting will be not for less than three (3) months; and
- (B) The rental income of lots will not be pooled.

36.3 Because of Clause 36.2(a), the Seller considers that neither its sale of the lots nor the operation of the letting business to be conducted by the Letting Agent is a serviced strata scheme and that neither is subject to RG 140 or Chapter 5C.

36.4 The Buyer acknowledges that:

- (a) It has had the opportunity to obtain independent legal advice about RG 140 and Chapter 5C, including any rights it might have under Section 601MB;
- (b) If it is determined that a serviced strata scheme is being operated at the Building, then it would not be equitable for the Buyer to invoke the provisions of Chapter 5C; and
- (c) The Seller will rely on this clause to obtain finance for construction of the Building.

37. Property Sold subject to Leases

37.1 See Special Conditions 4.1 to 4.4

38. GST – Margin Scheme Election

- 38.1 The Purchase Price includes any GST payable on the supply of the Lot and Chattels (if any) to the Buyer under this Contract.
- 38.2 The Seller and the Buyer acknowledge and agree that the Seller will be applying the "Margin Scheme" set out in *A New Tax System (Goods and Services Tax) Act 1999* to any supply under this contract.
- 38.3 The Buyer acknowledges that the Buyer will not be receiving a GST Tax Invoice at settlement, no GST Tax Invoice will be issued

Contract of Sale

and no GST Tax Credit will be available to the Buyer.

39. Electrical safety switch and smoke alarm

39.1 The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlet is installed in the Lot.

39.2 For the purpose of this clause "Approved Safety Switch" means a residual current device defined in the Electricity Act 1994, and "General Purpose Socket Outlet" means an electrical socket outlet defined in the Electricity Act 1994.

39.3 The Seller also gives notice that a compliant smoke alarm pursuant to the *Fire and Rescue Service Amendment Act 2006* has been installed in the Lot.

40. Finance

40.1 If Item 10 of the Items Schedule is completed then this contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.

40.2 The Buyer must give notice to the Seller that:

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

40.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under Clause 40.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

40.4 The Seller's right under Clause 40.3 is subject to the Buyer's continuing right to terminate this Contract under Clause 40.2(a).

41. General

41.1 Multiple parties

- (a) If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:
 - (i) an obligation of those persons is joint and several; and
 - (ii) A right of those persons is held by each of them severally; and
 - (iii) Any other reference to that party or term is reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

41.2 Rights after Completion

- (a) Despite Completion and registration of the transfer to the Buyer, any term of this contract that can take effect after Completion or registration remains in force.

41.3 Party as trustee

- (a) A party that is a trustee is bound personally and in its capacity as a trustee.

41.4 Governing Law

- (a) This Contract is governed by the laws in force in Queensland.

41.5 Further Acts

- (a) If requested by the other party or the Deposit Holder, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

41.6 Severance

Contract of Sale

- (a) Any provision of this Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Contract enforceable, unless this would materially change the intended effect of this Contract.

41.7 Privacy Consent

- (a) The Buyer consents to the Seller providing information about this Contract to its professional advisers, consultants and selling agents, and its bankers and other financial institutions from which it has obtained or has sought or may seek financial accommodation.

41.8 Instalment Contract

In this clause:

- (a) Instalment Contract has the meaning given to it under *section 71* of the Property Law Act.

41.9 If:

- (a) It is found that this Contract is an Instalment Contract; or
- (b) Any negotiation or agreement reached between the Seller and the Buyer following the formation of the Contract causes this Contract to be or become an Instalment Contract;
- (c) Then the Buyer consents to the Seller mortgaging and/or charging the Scheme Land (including the Lot) on terms and conditions the Seller in its sole discretion determines. The Buyer acknowledges this consent is consent for the purposes of *section 73(1)* of the Property Law Act.

41.10 Resale of Lot

- (a) If, prior to Completion, the Buyer enters into a Contract, Option Agreement or other arrangement for the sale of the Lot, the

Buyer must immediately give to the Seller, details of such sale, including the:

- (i) purchase price;
- (ii) identify of the new buyer;
- (iii) contact details of the new buyer; and
- (iv) any other information reasonable required by the Seller.

41.11 No Reliance by Buyer

- (a) The Buyer declares that it has:
 - (i) not relied on any representation or statement made by the Seller or the Seller's agent in entering into this Contract other than as set out in this Contract;
 - (ii) signed the Contract after making its own investigations and enquiries;
 - (iii) not relied on any artist's impression, model, display unit or sales centre display, décor or layout or finishes, plan, sketch, specifications or sales aid of any description which the Buyer acknowledges are indicative only (other than as contained in this Contract);
 - (iv) not relied on any verbal statements or representations made by any sales person or any other representative of the Seller;
 - (v) has read and understood the Disclosure Statement and the documents contained therein; and
 - (vi) that this Contract and the Disclosure Statement, with sufficient certainty describe the subject matter of the Buyer's agreement with the Seller including the Lot and the development.

Contract of Sale

41.12 No Assignment by Buyer

- (a) The Buyer must not assign or transfer or attempt to assign or transfer the Buyer's interest under this Contract.

41.13 Entire Contract

- (a) This contract constitutes the entire contract between the parties and supersedes and cancels all prior arrangements, understanding and negotiations in connection with the contract.
- (b) The Buyer acknowledges that it has entered into this contract after satisfactory investigation and (to the extent possible) inspection of the Lot;

41.14 Waiver

- (a) The failure of either of the Buyer or the Seller to insist in any instance upon performance of any term of this contract or to exercise a right under this contract will not be construed as a waiver or relinquishment of the future performance of such term or the future exercise of such right or of the performance of any other term of this contract, but our respective rights and obligations with respect to such future performance continues in full force and effect.
- (b) No waiver is effective unless in writing and signed by or on behalf of whichever party offer the waiver in a manner legally binding upon the party or signed on behalf of the party's solicitors. A waiver given by either party's solicitor is deemed give with that party's authority.

42. Special Conditions.

- 42.1 These special conditions in Clause 42 are to prevail to the extent of any inconsistency with other clauses in this contract.

42.2 Completion Date

In clauses 16.1(a) and 16.2. references to "14 days" shall be deleted and replaced with "21 days".

42.3 Registration Date

In clause 1 the definition of "registration date" shall be deleted and replaced with "31 March 2022".

Schedule 1 – Schedule of Plans

The proposed units have been not been constructed and bplanned & surveyed Pty Ltd accept no responsibility for any amendments to unit location, area or shape that may occur during construction.

This plan has been prepared for the purpose of identifying the approximate location and size of building units for the preparation of sales plans.

Areas and dimensions have been compiled from RP12856 & IS193610 in the Department of Natural Resources and Mines and are subject to survey.

Area of Base Parcel

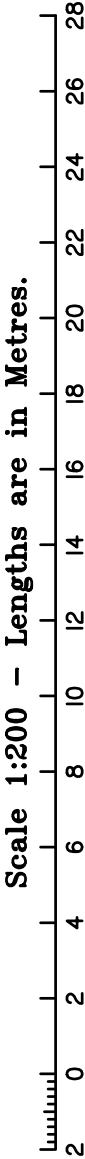
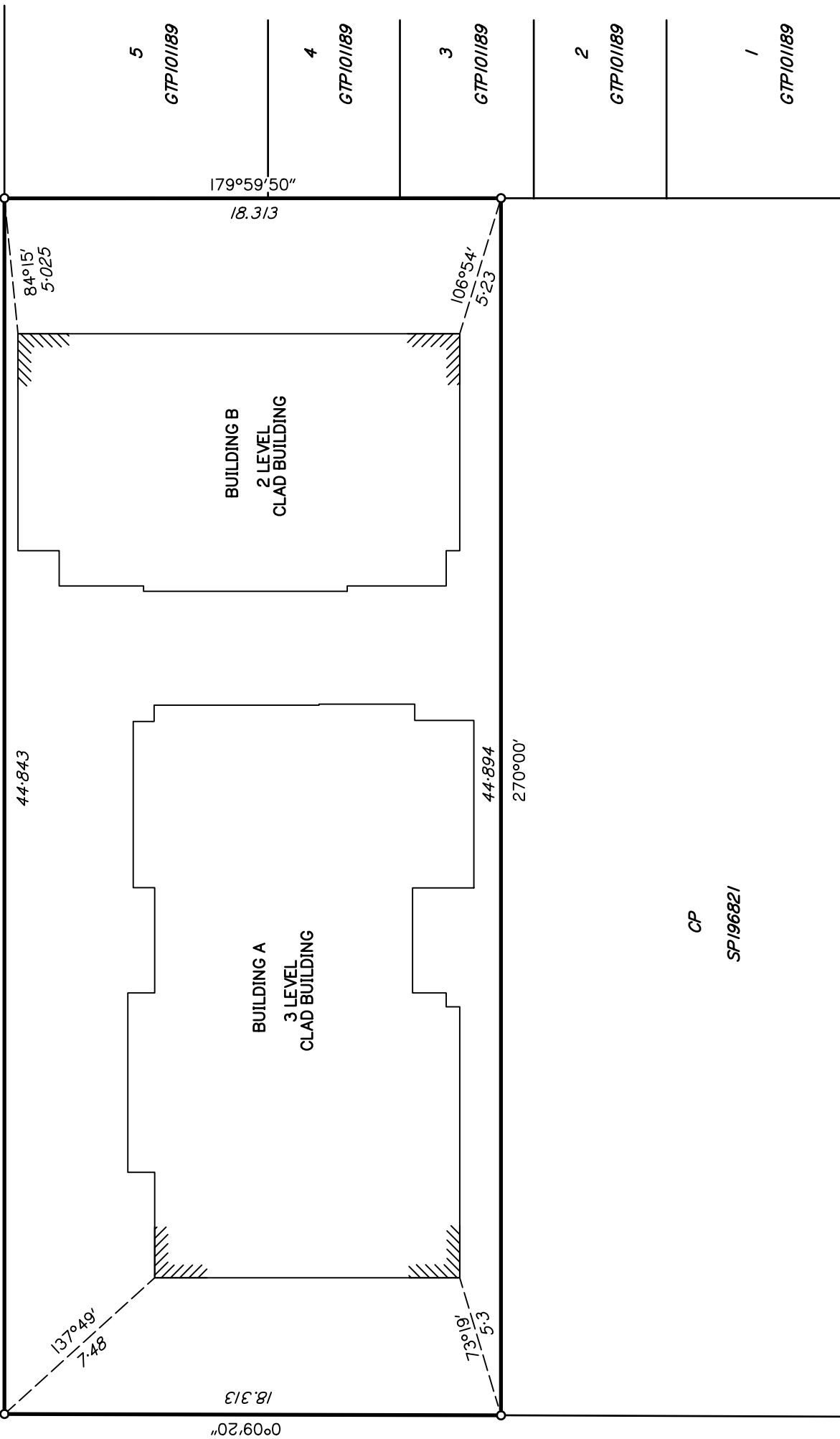
822 m²

CP
SP163670

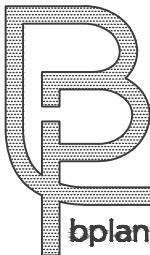
CP
SP207079

CP
SP196821

ROAD THYNNE



0 50mm 100mm 150mm State copyright reserved.



Brisbane P. 07 3161 1501
Gold Coast P. 07 5594 4469
admin@bsurveyed.com.au

TOWN PLANNING
SURVEYING
DEVELOPMENT
CONSULTANTS

Plan of Lots 1-5 and
Common Property

Cancelling Lot 1 on RP12856

LOCAL GOVERNMENT: BRISBANE
CITY COUNCIL

LOCALITY: Morningside

Meridian: SP207079

Date: 09/01/2019

Job No. 000075

Scale: 1:200 (A3 size)

Format: BUILDING

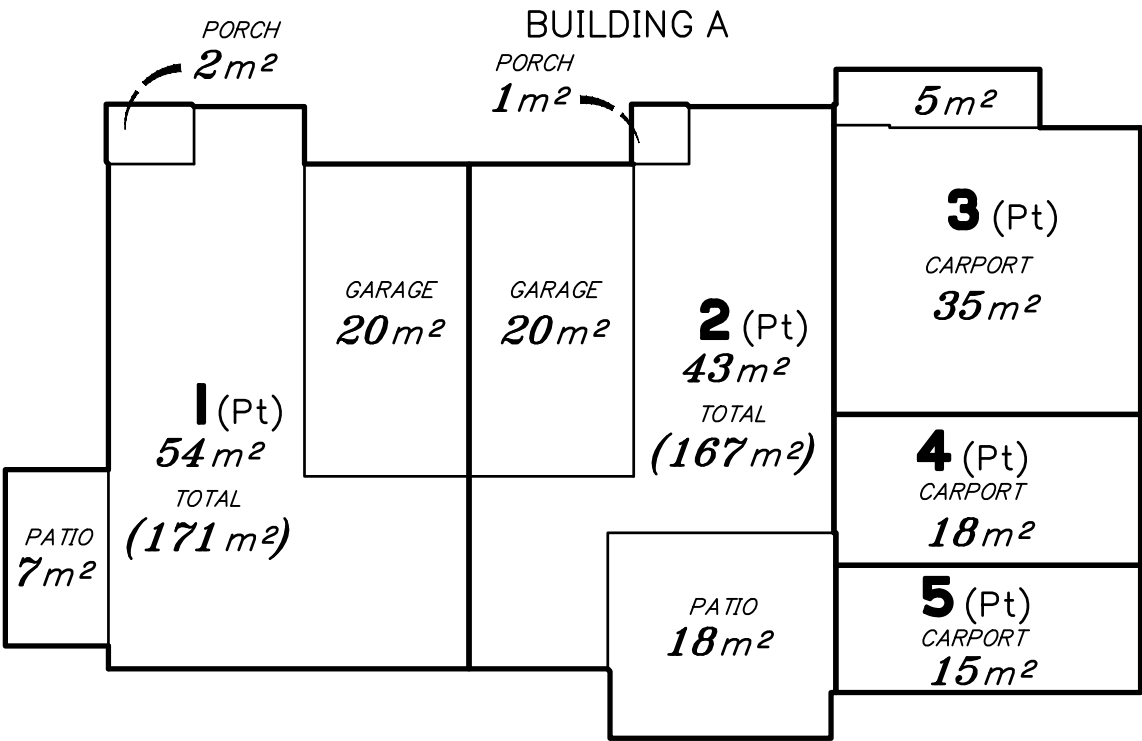
000075_BFP_DP
SP306615_REVA

LEVEL A

1 : 150

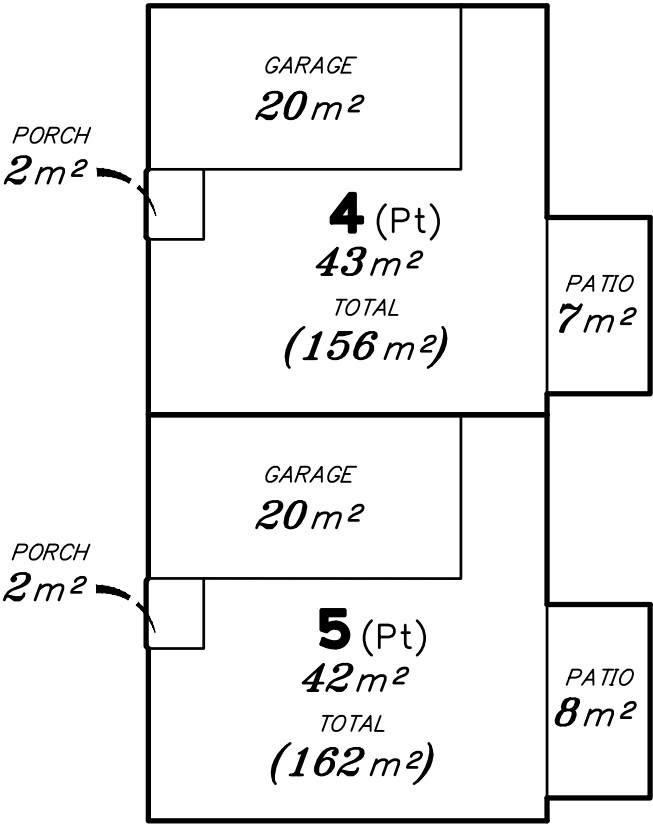


COMMON PROPERTY



COMMON PROPERTY

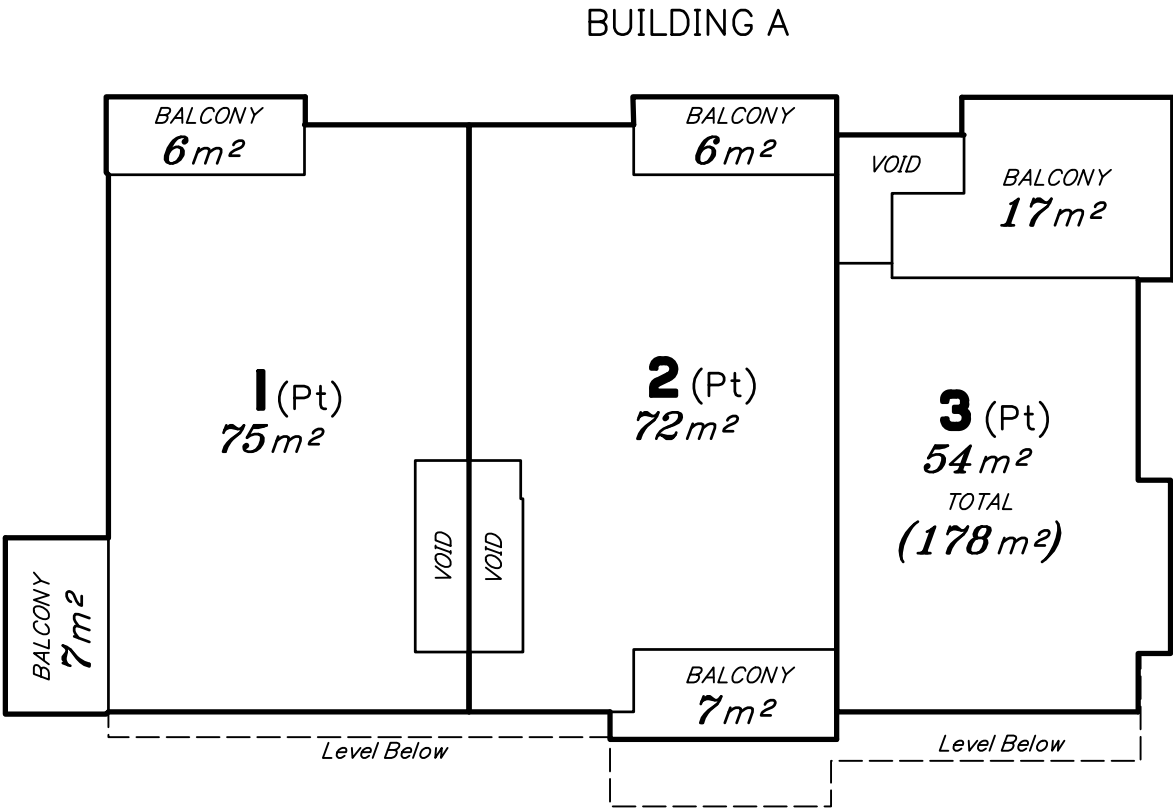
BUILDING B



LEVEL B

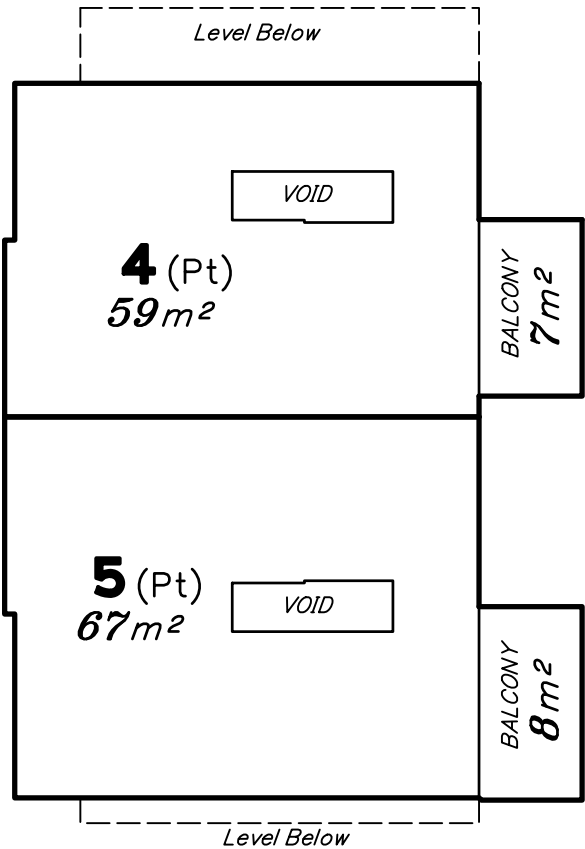
1 : 150

COMMON PROPERTY

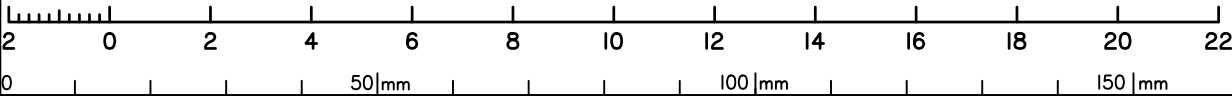


COMMON PROPERTY

BUILDING B



Scale 1:150 - Lengths are in Metres.



State copyright reserved.

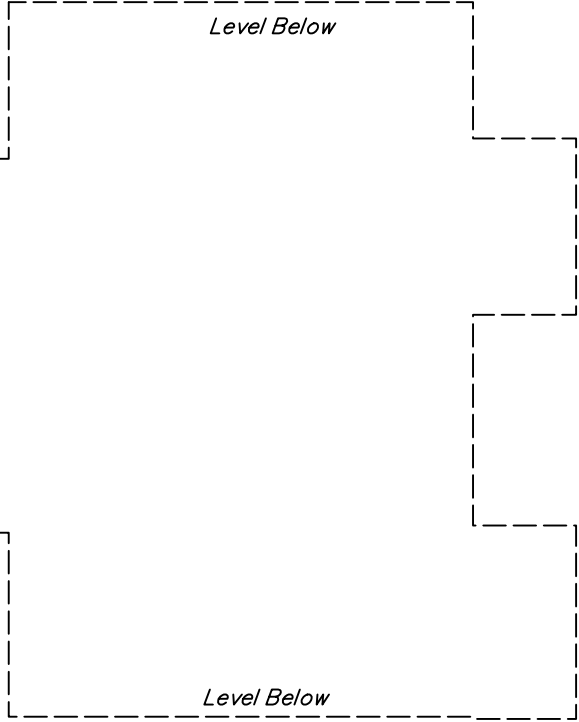
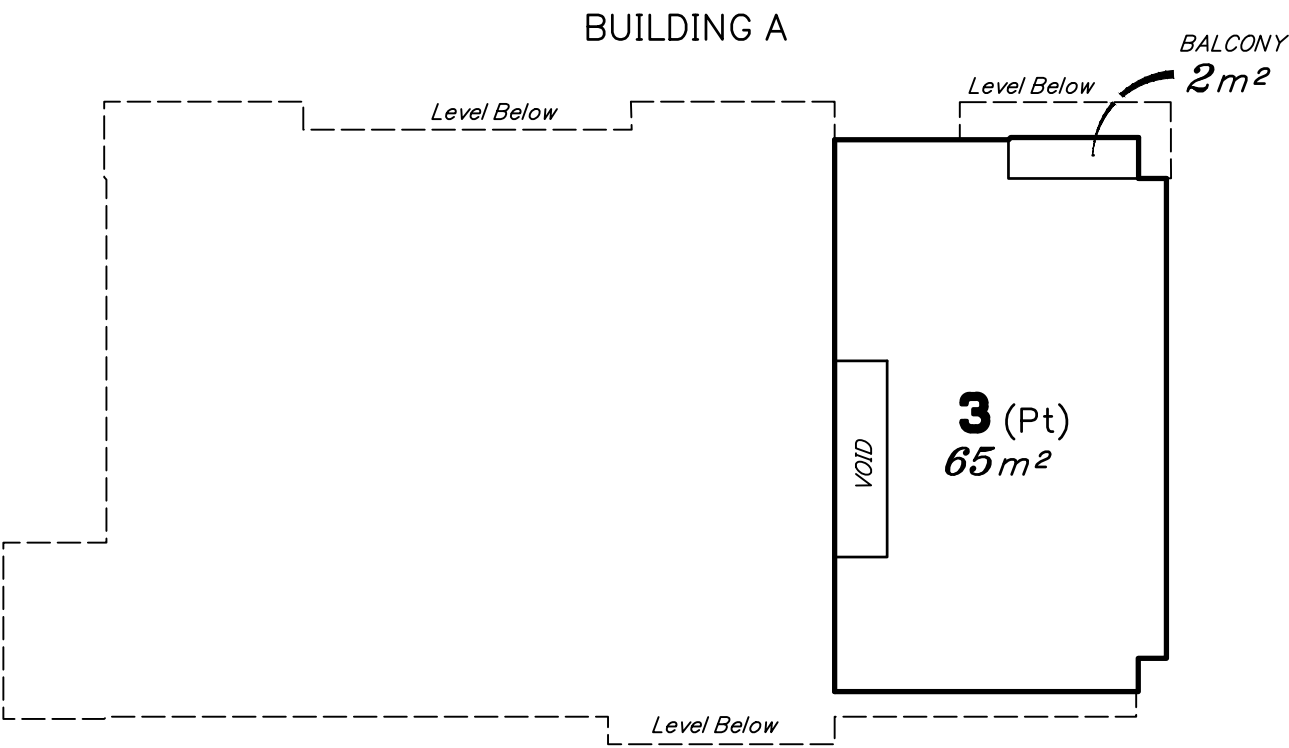
Insert Plan Number 000075_BFP_DP
SP306615_REVA

LEVEL C
1 : 150



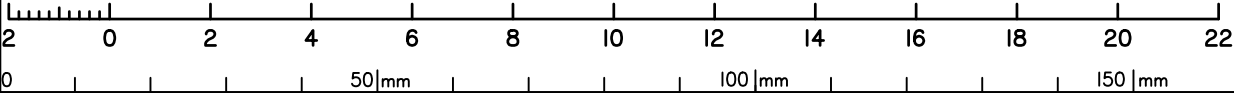
COMMON PROPERTY

BUILDING B



COMMON PROPERTY

Scale 1:150 – Lengths are in Metres.



State copyright reserved.

Insert Plan Number	000075_BFP_DP SP306615_REVA
--------------------	--------------------------------

Schedule 2– Schedule of finishes and chattels



Ph. 0408 775 986
Studio. 3 / 47 Anderson Street, FORTITUDE VALLEY, QLD, 4006
Em. design@mergeid.com.au
W. www.mergeid.com.au

Issue	Date	Description	By
1	11/09/18	PRELIMINARY SET	JK
2	20/12/18	REVISED FULL SET	JK

Client.

LINEAR CONSTRUCTIONS

Project.

AURORA - THYNNE ROAD

Project Address
109 THYNNE ROAD
MORNINGSIDE

Status.	CONCEPT DESIGN		Project No.	1804
Drawing Title LOGO & DEVELOPMENT NAME	Date	11/9/18		
	Drawn by	JK		
	Drawing No.	00-01	Issue	2
	Scale	(@ A3)		

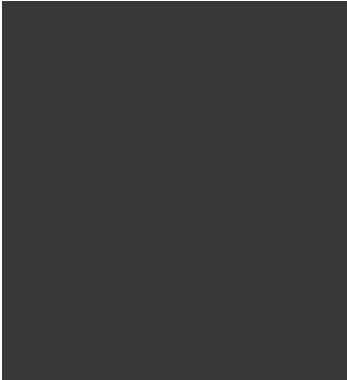
North
Point

29/04/2021 10:06:00 AM

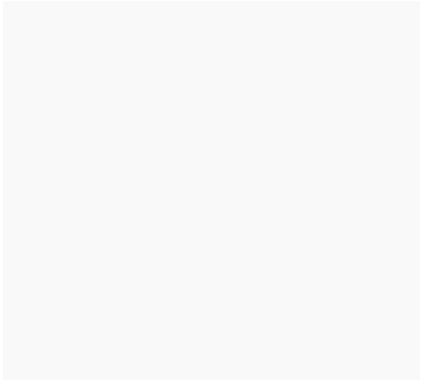
29/04/2021 10:06:00 AM



METAL ROOF SHEETING
COLORBOND 'MONUMENT'
MATT FINISH. TRIMDEK / CUSTOM ORB
PROFILE



GUTTERS & FASCIAS
COLORBOND 'MONUMENT'



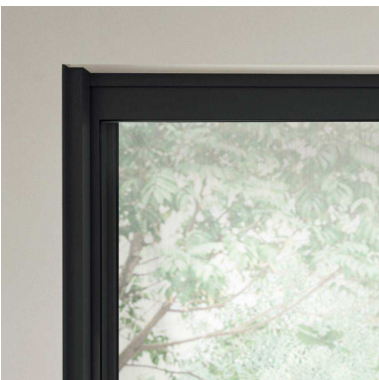
SOFFITS GENERALLY
PAINT FINISH, RESENE
'QUARTER BLACK WHITE'
N96-004-100



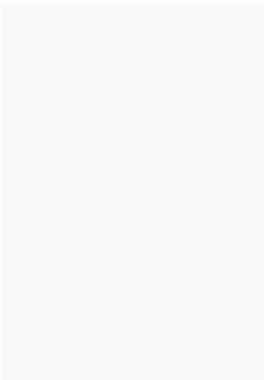
**FEATURE SOFFIT TO TOWNHOME
3 TOP LEVEL ROOF
& RETURN**
PAINT FINISH, RESENE
'NOCTURNAL' N34-002-275



TOWNHOME ENTRY DOORS
HUME DOORS 'VERVE-
VER8'.PAINTED IN RESENE
'NOCTURNAL' N34-002-275



WINDOW & DOOR FRAMES
GENERALLY
POWDERCOATED ALUMINIUM
'MONUMENT'



**TEXTURE PAINT FINISH WITH
EXTERNAL COLOUR 1 TO
CARPARK WALLS**
RESENE 'QUARTER BLACK
WHITE' N96-004-100



**TEXTURE PAINT FINISH WITH
EXTERNAL COLOUR 3 TO
CARPARK WALLS**
RESENE 'NOCTURNAL'
N34-002-275



**VERTICAL 1 CLADDING WITH
EXTERNAL COLOUR 1**
JAMES HARDIE 'SCYON AXON'
CLADDING IN SMOOTH 133mm
PROFILE. PAINT FINISH: RESENE
'QUARTER BLACK WHITE'
N96-004-100



**VERTICAL 2 CLADDING WITH
EXTERNAL COLOUR 1**
JAMES HARDIE 'SCYON AXON'
CLADDING IN SMOOTH 400mm PROFILE.
PAINT FINISH: RESENE 'QUARTER BLACK
WHITE' N96-004-100



**HARDIEFLEX & PAINT FINISH
WITH EXTERNAL COLOUR 1**
RESENE 'QUARTER BLACK
WHITE' N96-004-100



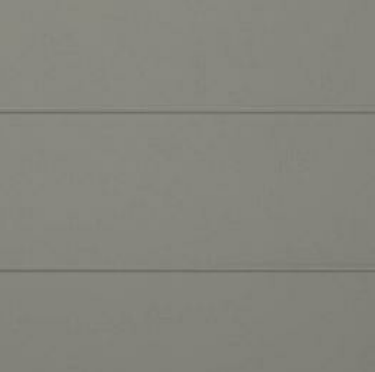
**FC SHEETS WITH EXPRESS JOINT
PROFILE & EXTERNAL COLOUR 1**
RESENE 'QUARTER BLACK WHITE'
N96-004-100



**LINEAR CLADDING WITH EXTERNAL
COLOUR 1**
JAMES HARDIE 'SCYON LINEA
WEATHERBOARD' CLADDING.
RESENE 'QUARTER BLACK
WHITE' N96-004-100



**LINEAR CLADDING WITH
EXTERNAL COLOUR 2**
JAMES HARDIE 'SCYON LINEA
WEATHERBOARD' CLADDING.
RESENE 'QUARTER FRIAR
GREY' N74-006-088



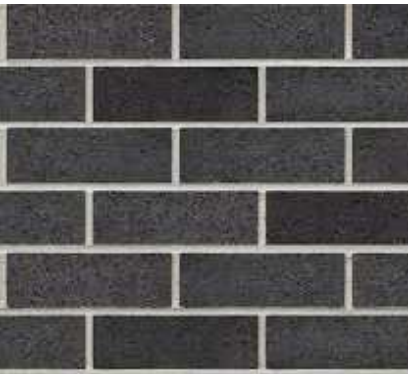
**LINEAR CLADDING 2 WITH EXTERNAL
COLOUR 2**
JAMES HARDIE 'SCYON STRIA'
CLADDING, PROFILE: STANDARD 325mm.
RESENE 'QUARTER
FRIAR GREY' N74-006-088



**VERTICAL 1 CLADDING WITH
EXTERNAL COLOUR 3**
JAMES HARDIE 'SCYON AXON'
CLADDING IN SMOOTH 133mm
PROFILE. PAINT FINISH: RESENE
'NOCTURNAL' N34-002-275



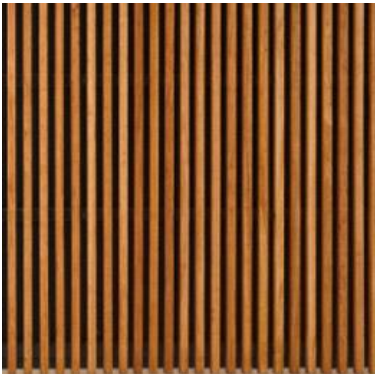
**HARDIEFLEX & PAINT FINISH WITH
EXTERNAL COLOUR 3**
RESENE 'NOCTURNAL'
N34-002-275



FEATURE BRICK FACINGS
AUSTRAL BRICKS 'LA PALOMA,
AZUL' BRICK FACINGS.
LIGHT GREY MORTAR.



METAL WALL CLADDING
LYSAGHT LONGLINE 305
METAL CLADDING OR COLORBOND
PROFILE CLADDING IN
COLORBOND 'MONUMENT'



**FEATURE TIMBER OR ALUMINIUM
TIMBER LOOK BATTEN BALUSTRADES
& BETTENS/ SCREENING**
SPOTTED GUM BATTENS WITH
CLEAR EXTERNAL GRADE
LACQUER w.40mm X d.30mm
BATTENS OR ALUMINIUM TIMBER
LOOK BATTENS/ BALUSTRADE



GARAGE DOOR
CENTURION GARAGE DOORS.
PANEL LIFT GARAGE DOOR
IN COLORBOND 'MONUMENT'



Ph. 0408 775 986
Studio. 3 / 47 Anderson Street, FORTITUDE VALLEY, QLD, 4006
Em. design@mergeid.com.au
W. www.mergeid.com.au

Issue	Date	Description	By
1	11/09/18	PRELIMINARY SET	JK
2	20/12/18	REVISED FULL SET	JK

Client.

LINEAR CONSTRUCTIONS

Project.

AURORA - THYNNE ROAD

Project Address
109 THYNNE ROAD
MORNINGSIDE

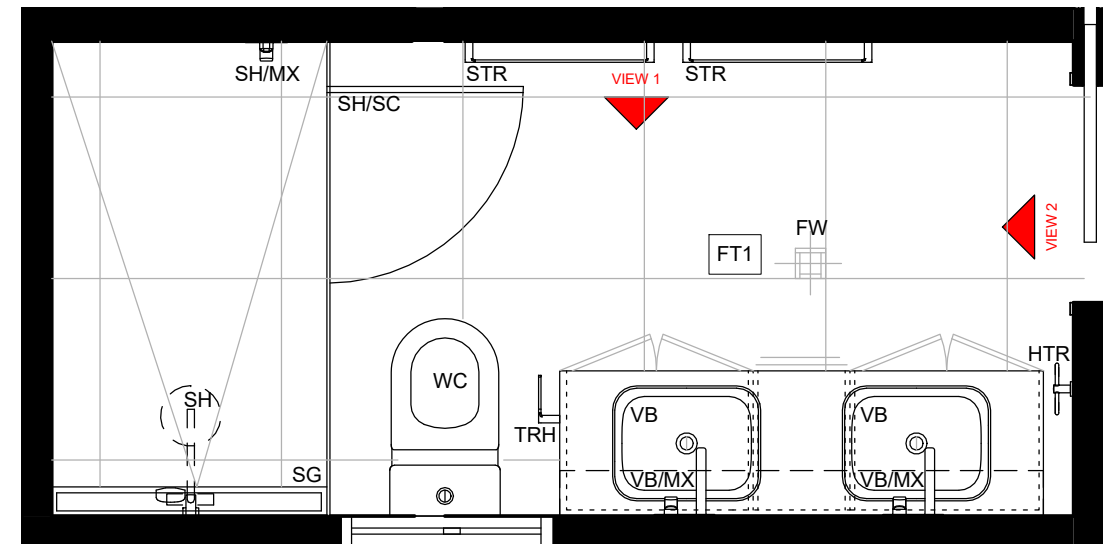
Status.	CONCEPT DESIGN	Project No.	1804
Drawing Title	EXTERNAL MATERIALS & COLOUR PALETTE		
Date	11/9/18	Drawn by	JK
Drawing No.	00-07	Issue	2
Scale	1 : 5 (@ A3)		

North
Point

29/04/2021 10:06:02 AM

1. READ DRAWINGS IN CONJUNCTION WITH ALL SCHEDULES
2. ALL DRAWINGS SUBJECT TO CHECK MEASURE. CONFIRM ALL MEASUREMENTS PRIOR TO FABRICATION.
3. SHOP DRAWINGS TO BE PRODUCED & CHECKED PRIOR TO THE MANUFACTURE OF ANY JOINERY ITEMS
4. ANY EXPOSED JOINERY EDGES SHALL BE EDGE STRIPED TO MATCH FACE
5. ALL CABINETRY DOORS & DRAWERS TO HAVE BLUM OR EQUAL HARDWARE. ALL HINGES & RUNNERS TO BE SOFT CLOSE.
6. CHECK MEASUREMENTS OF ALL FITTINGS & FIXTURES PRIOR TO CONSTRUCTION.
7. THESE DRAWINGS WERE PRODUCED FOR CONCEPT DESIGN ONLY. ANY QUERIES, PLEASE REFER DESIGNER.

CAB	CABINET
EQ	EQUAL
FW	FLOOR WASTE
FT#	FLOOR TILE #- REFER TO SCHEDULE
HTR	HAND TOWEL RING
M	MIRROR
MX	MIXER
SC	SCREEN
SG	SHOWER GRATE
SH	SHOWER
STR	SINGLE TOWEL RAIL
TRH	TOILET ROLL HOLDER
VB	VANITY BASIN
WC	TOILET SUITE
WT#	WALL TILE #- REFER TO SCHEDULE



1:25

NOTE: TOWNHOME 5 ENSUITE IS A MIRRORED CONFIGURATION TO THE ABOVE FLOOR PLAN

NOTE:

CEILING HEIGHT: 2700mm

MIRRORED CABINET & SHOWER SCREEN HEIGHT: 2100mm

INTERNAL DOOR HEIGHT: 2100mm

Issue	Date	Description
-------	------	-------------

[illegible]

Project.

AURORA - THYNNE ROAD

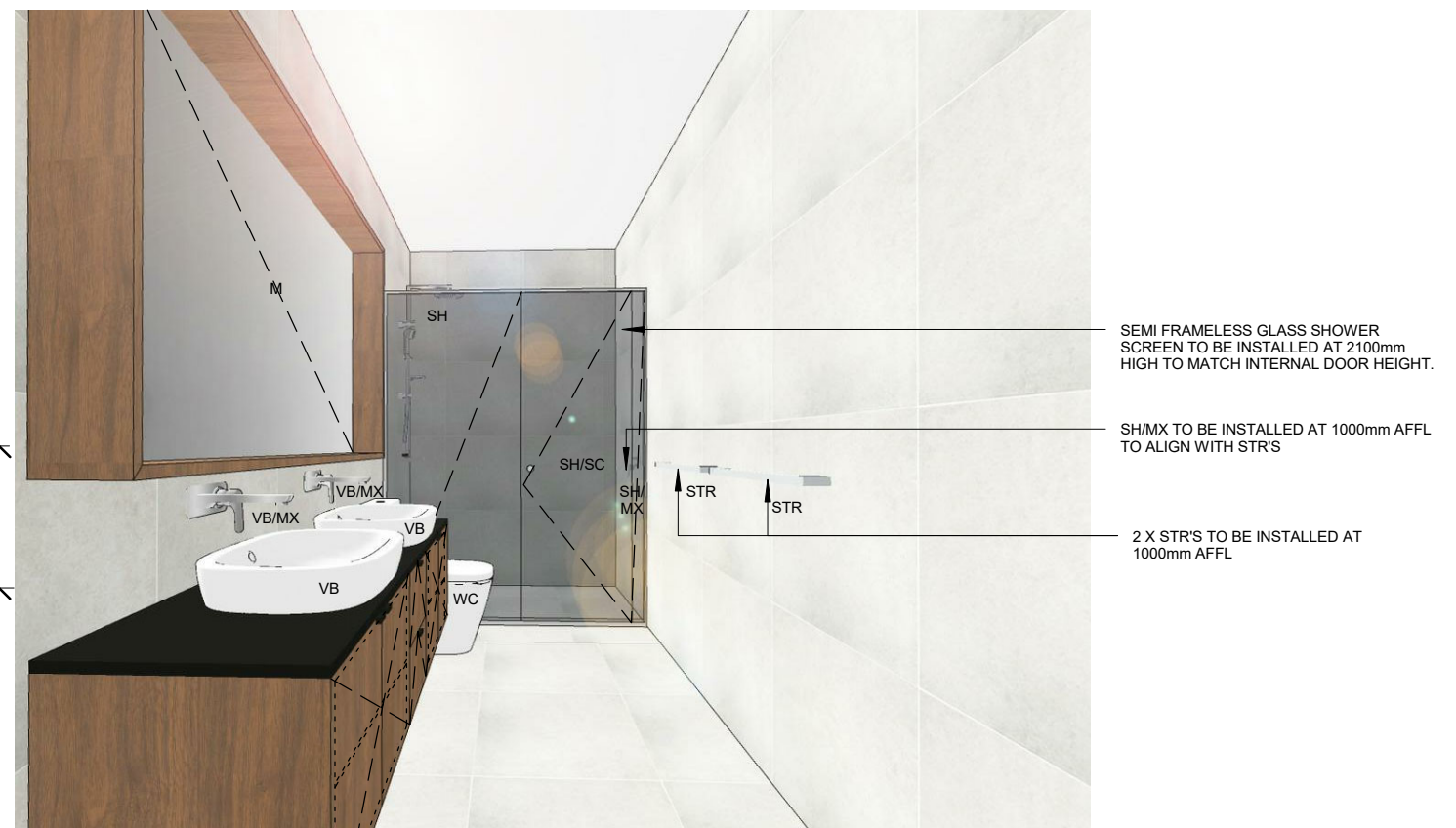
Project Address
109 THYNNE ROAD
MORNINGSIDE

TOWNHOME 4 & 5- ENSUITE CONCEPT

Drawing No.	01-12	Issue	2
Scale	1 : 25 (@ A3)		



TOWNHOME 4 ENSUITE CONCEPT VIEW 1



TOWNHOME 4 ENSUITE CONCEPT VIEW 2



Ph. 0408 775 986
Studio. 3 / 47 Anderson Street, FORTITUDE VALLEY, QLD, 4006
Em. design@mergeid.com.au
W. www.mergeid.com.au

North
Point

20/12/2018 4:31:40 PM

1. READ DRAWINGS IN CONJUNCTION WITH ALL SCHEDULES
2. ALL DRAWINGS SUBJECT TO CHECK MEASURE. CONFIRM ALL MEASUREMENTS PRIOR TO FABRICATION.
3. SHOP DRAWINGS TO BE PRODUCED & CHECKED PRIOR TO THE MANUFACTURE OF ANY JOINERY ITEMS
4. ANY EXPOSED JOINERY EDGES SHALL BE EDGE STRIPPED TO MATCH FACE
5. ALL CABINETRY DOORS & DRAWERS TO HAVE BLUM OR EQUAL HARDWARE. ALL HINGES & RUNNERS TO BE SOFT CLOSE.
6. CHECK MEASUREMENTS OF ALL FITTINGS & FIXTURES PRIOR TO CONSTRUCTION.
7. THESE DRAWINGS WERE PRODUCED FOR CONCEPT DESIGN ONLY. ANY QUERIES, PLEASE REFER DESIGNER.

CAB	CABINET
EQ	EQUAL
FW	FLOOR WASTE
FT#	FLOOR TILE #- REFER TO SCHEDULE
HTR	HAND TOWEL RING
M	MIRROR
MX	MIXER
SC	SCREEN
SG	SHOWER GRATE
SH	SHOWER
STR	SINGLE TOWEL RAIL
TRH	TOILET ROLL HOLDER
VB	VANITY BASIN
WC	TOILET SUITE
WT#	WALL TILE #- REFER TO SCHEDULE

The logo for m+e interior design features the letters 'm+e' in a large, bold, sans-serif font. The 'm' is white with a black outline, and the 'e' is solid black. Below this, the words 'interior design' are written in a smaller, lowercase, sans-serif font. The entire logo is set against a dark background.[illegible]

Status.	CONCEPT DESIGN		Project No.	1804
Drawing Title TOWNHOME 5-BATHROOM CONCEPT	Date		11/9/18	
	Drawn by		JK	
	Drawing No.		01-13	Issue 2
	Scale		1 : 25 (@ A3)	

20/12/2018 4:31:42 PM

ADJ	ADJUSTABLE
CPD/S	CUPBOARD/S
CT	COOKTOP
DR/S	DRAWER/S
DW	DISHWASHER
EQ	EQUAL
FT#	FLOOR TILE # - REFER TO SCHEDULE
FR	FRIDGE
FX/PNL	FIXED PANEL
JF#	JOINERY FINISH #
MDF	MEDIUM DENSITY FIBRE BOARD
MW	MICROWAVE
OHC	OVERHEAD CUPBOARD
OSHF	OPEN SHELF
OV	OVEN
PF#	PAINT FINISH # - REFER SCHEDULE
RH	RANGE HOOD
SHF	SHELF
ST#	STONE # - REFER TO SCHEDULE
W/D	WARMING DRAWER

1. READ DRAWINGS IN CONJUNCTION WITH ALL SCHEDULES
2. ALL DRAWINGS SUBJECT TO CHECK MEASURE.
CONFIRM ALL MEASUREMENTS PRIOR TO FABRICATING ANY JOINERY
3. SHOP DRAWINGS TO BE PRODUCED & CHECKED PRIOR TO THE MANUFACTURE OF ANY JOINERY ITEMS
4. ANY EXPOSED JOINERY EDGES SHALL BE EDGE STRIPED TO MATCH FACE
5. ALL CABINETRY DOORS & DRAWERS TO HAVE BLUM OR EQUAL HARDWARE. ALL HINGES & RUNNERS TO BE SOFT CLOSE.
6. THESE DRAWINGS WERE PRODUCED FOR CONCEPT DESIGN.
ALL CONTRACTORS TO PRODUCE SHOP DRAWINGS FOR CHECKING OF DESIGN INTENT PRIOR TO MANUFACTURE.



NOTE:
CEILING HEIGHT: 2700mm
BULKHEAD HEIGHT: 2400mm
EXTERNAL FACING DOOR HEIGHT: 2100mm
INTERNAL DOOR HEIGHT: 2100mm



Ph. 0408 775 986
Studio. 3 / 47 Anderson Street, FORTITUDE VALLEY, QLD, 4006
Em. design@mergeid.com.au
W. www.mergeid.com.au

[illegible]

LINEAR CONSTRUCTIONS

AURORA - THYNNE ROAD



TOWNHOME 4 KITCHEN CONCEPT VIEW 3

North
Point

Status.	CONCEPT DESIGN		Project No.	1804
Drawing Title TOWNHOME 4 & 5- KITCHEN CONCEPT	Date		11/9/18	
	Drawn by		JK	
	Drawing No.		01-04	Issue 2
	Scale		1 : 25 (@ A3)	

20/12/2018 4:31:27 PM



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
FLOORS						
Generally	FT1	Porcelain Floor tiles	Range: Alcom 3616L Code: NINVTFTM Finish: Lappato	Size: 600 x 600mm Tile laying pattern: stack bond Tiles to be laid as close as possible together for minimal grout join. Grout colour: to match as close as possible to floor tile colour.	Amber Tiles	
Bathroom and Ensuites	FT1	Porcelain Floor tiles	Range: Alcom 3616L Code: NINVTFTM Finish: Lappato	Size: 600x600mm floor tiles, laid as close as possible together. Grout colour: To match as close as possible to floor tile.	Amber Tiles	
Patio's / terraces / balconies	FT2	Porcelain Floor tiles	Range: Alcom 3517B Code: NINVTMDIY Finish: External finish	Size: 600x600mm floor tiles, laid as close as possible together. Grout colour: To match as close as possible to floor tile.	Amber Tiles	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Bedrooms and robes	CPT	Solution dyed nylon carpet and underlay	<u>Carpet</u> Range: Flinders Gorge Colour: Beltana Reference: 3406 <u>Underlay</u> Dunlop Carpetmate Government Red or equivalent	Refer to floor plans. Metal demise strip to be installed to carpet / floor tile junctions.	EC Carpets	
Garages	CONC	Grey Concrete		Refer to drawings for garage sizes and extent		
WALLS / CEILINGS						
Ceilings generally	PF1	Plasterboard with Paint Finish	Washable low sheen acrylic paint. Colour: Quarter Black White Code: N96-004-100	Surface preparation and base coats as per manufacturer's guidelines. Minimum 3 coat system.	Resene Space Cote flat acrylic	
Ceilings wet areas		Water Resistant Plasterboard with Paint Finish	Washable low sheen acrylic paint. Colour: Quarter Black White Code: N96-004-100	Surface preparation and base coats as per manufacturer's guidelines. Minimum 3 coat system.	Resene Space Cote flat acrylic	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Walls generally	PF2	Plasterboard with Paint finish	Washable low sheen acrylic paint. Colour: Quarter Thorndon Cream Code: G93-011-091	Surface preparation and base coats as per manufacturer's guidelines. Minimum 3 coat system.	Resene Space Cote low sheen	
Wall tiles- to Bathroom and Ensuite	WT1	Porcelain Floor tiles	Range: Alcom 3616L Code: NINVTFTM Finish: Lappato	Size: 600 x 600mm Tile Extent: Tiles to be installed to full height of walls Tile laying pattern: stack bond Tiles to be laid as close as possible together for minimal grout join. Grout colour: to match as close as possible to floor tile colour. Tile wall and floor grout lines to align.	Amber Tiles	
Bedroom Walls	PF3	Plasterboard with Paint finish	Washable low sheen acrylic paint. Colour: Half Thorndon Cream Code: G91-012-093	Surface preparation and base coats as per manufacturer's guidelines. Minimum 3 coat system.	Resene Space Cote low sheen	 
KITCHEN						



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Bench top	ST1	Reconstituted stone	Range: Nougat Code: 6600 Edge profile: Sharknose edge- 20mm thick stone with 20mm deep shark nose edge recess.	Slab size: 3050 x 1440mm Thickness: 20mm	Caesarstone	
Cabinetry finish generally	JF1	Melamine pressed onto EO MR MDF Board	Colour: Blossom White Finish: Venette Code: 48794 Edge: matching ABS edgetape	2400 x 1200mm panels x 18mm thick	Polytec	
Cabinetry finish 2- To overhead cupboards and island bench features and wine store gables	JF2	Melamine pressed onto EO MR MDF Board	Colour: Plantaton Ash Finish: Woodmatt Code: 52661 Edge: matching ABS edgetape	2400 x 1200mm panels x 16mm thick	Polytec	
Kickboards and shadow lines	JF1	Melamine pressed onto EO MR MDF Board	Colour: Blossom White Finish: Venette Code: 48794 Edge: matching ABS edgetape	2400 x 1200mm panels x 18mm thick	Polytec	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Splash back	WT2	Wall tiles	Range: White Beveled Glass gloss Grout: 241 Misty Grey Tile code ALB241	Size: 200 x 100mm Tile laying pattern: horizontal laying direction in stretcher bond pattern Tiles to be laid as close as possible together for minimal grout join. Grout colour: grey	Amber Tiles	
Cabinetry internals		White melamine cabinetry base	Standard white melamine with white ABS edge tape	16mm thick board.	By Cabinet maker	
Bathroom and Ensuite finishes						
Vanity benchtop	ST2	Reconstituted stone	Range: Pure White Code: 1141 Edge profile: Pencil edge	Slab size: 3050 x 1440mm Thickness: 20mm	Caesarstone	
Vanity door and drawers	JF2	Melamine pressed onto EO MR MDF Board	Colour: Plantation Ash Finish: Woodmatt Code: 52661 - double sided Edge: matching ABS edgetape	2400 x 1200mm panels x 16mm thick	Polytec	
Vanity mirror		Flat mirror panel fixed to wall	Frameless mirror with polished edges	Refer to drawings for size	By Glazier	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Vanity mirror surrounds and storage	JF2	Melamine pressed onto EO MR MDF Board	Colour: Plantation Ash Finish: Woodmatt Code: 52661 - double sided Edge: matching ABS edgetape	2400 x 1200mm panels x 25mm thick	Polytec	
Bath Hob	WT1	Porcelain Floor tiles	Range: Alcom 3616L Code: NINVTFTM Finish: Lappato	Size: 600 x 600mm Tile laying pattern: stack bond Tiles to be laid as close as possible together for minimal grout join. Grout colour: to match as close as possible to floor tile colour. Tile wall and floor grout lines to align.	Amber Tiles	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

Powder room						
Skirting	SKT1	Porcelain Floor tiles	Range: Alcom 3616L Code: NINVTFTM Finish: Lappato	Size: 600x600mm floor tiles, cut down to be 100mm high x 600mm long. Floor tile and skirting tile grout lines to align. Grout colour: To match as close as possible to floor tile.	Amber Tiles	
Splash backs	WT3	Porcelain Floor tiles	Range: Alcom 2039 Satin White Finish: Satin	Size: 200 x 100mm Tile laying pattern: horizontal laying direction in stretcher bond pattern Tiles to be laid as close as possible together for minimal grout join. Grout colour: grey	Amber Tiles	
Vanity mirror		Flat mirror panel fixed to wall	Frameless mirror with polished edges	1100mm high x 300mm wide	By Glazier	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

Laundry Joinery						
Laundry Bench top	LT1	Postformed laminated Bench top	Range: Pure Mineral Stone II Finish: Natural finish Profile: Square edged laminated bench top Code: 8540	Slab size: 3600 x 1200mm Overall bench top thickness: 32mm	Laminex	
Laundry Cabinetry generally	JF1	Melamine pressed onto EO MR MDF Board	Colour: Blossom White Finish: Venette Code: 48794 Edge: matching ABS edgetape	2400 x 1200mm panels x 18mm thick	Polytec	
Splash back Tiles	WT2	Wall tile	Range: White Beveled Glass Finish: Gloss Grout: 241 Misty Grey Tile Code: ALB241	Size: 200 x 100mm Tile laying pattern: horizontal laying direction in stretcher bond pattern Tiles to be laid as close as possible together for minimal grout join. Grout colour: grey	Amber Tiles	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Kickboard	JF1	Melamine pressed onto EO MR MDF Board	Colour: Blossom White Finish: Venette Code: 48794 Edge: matching ABS edgetape	2400 x 1200mm panels x 18mm thick	Polytec	
Tall storage cupboards- to townhome 4 & 5	JF1	Melamine pressed onto EO MR MDF Board	Colour: Blossom White Finish: Venette Code: 48794 Edge: matching ABS edgetape	2400 x 1200mm panels x 18mm thick	Polytec	
Skirting	SKT1	Porcelain Floor tiles	Range: Alcom 3616L Code: NINVTFTM Finish: Lappato	Size: 600x600mm floor tiles, cut down to be 100mm high x 600mm long. Floor tile and skirting tile grout lines to align. Grout colour: To match as close as possible to floor tile.	Amber Tiles	
Internal Cabinetry Structure and Shelving		White melamine cabinetry base	Standard white melamine with white ABS edgetape	16mm thick board.	By Cabinet maker	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

WIR Finishes						
WIR Cabinetry generally (includes top shelf, drawer unit and kickboard)	JF2	Melamine pressed onto EO MR MDF Board	Colour: Plantation Ash Finish: Woodmatt Code: 52661- double sided Edge: matching ABS edgetape	2400 x 1200mm panels x 16mm thick	Polytec Contact: Michelle Salter Em: salterm@polytec.com.au Ph: 0407 214 665	
Hanging Rail		Hanging Rails	Wardrobe rail silver.	Finish: Anodised aluminium		
Robe Finishes						
Robe Doors		Built in wardrobe sliding doors	Framed mirrored door panels per robe. Matt silver aluminium frame, top rail and wardrobe track.	Refer to drawings for size		



109 THYNNE RD, MORNINGSIDE
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Robe internal top shelving		White melamine cabinetry base	White matt melamine	16mm thick board.	By Cabinet maker	
Hanging Rail		Hanging Rails	Wardrobe rail silver	Finish: Anodised aluminium		
Linen Cupboard Finishes						
Internal structure and shelving		White melamine cabinetry base	White matt melamine	16mm thick board.	By Cabinet maker	
Stairs						



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Treads		Spotted Gum stair treads and risers	Colour: To be stained to match as close as possible to feature JF2 finish.	Refer to drawings for size	By builder / stair manufacturer	
Handrail		Timber handrail	Square edged continuous timber handrail, stained to match as close as possible to JF2 finish. Stainless steel wall fixings.	68mm x 42mm or equivalent	By Builder	



109 THYNNE RD, MORNINGSID

FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

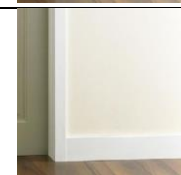
ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Timber top cap to half height plasterboard walls		Half height plasterboard wall with paint finish and timber top cap.	Timber: Spotted Gum Colour: To be stained to match as close as possible to feature JF2 finish.	Timber thickness: 25mm	By Builder	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

Miscellaneous						
Interior Doors generally		Interior doors throughout	Flush panel internal door with semi gloss paint finish in Colour: Quarter Black White Code: N96-004-100	Refer to drawings for width. Height: 2400mm 3 coat paint system minimum.	Corinthian doors or equal	
Cornice		Square set				
Architraves		Timber	Square edged profile Semi gloss paint finish Colour: Quarter Black White Code: N96-004-100	Size: 42x12mm Surface preparation and base coats as per manufacturer's guidelines. Minimum 3 coat system.	Resene 'Lustracryl' semi gloss	
Skirting		Timber Skirting	Square edged profile Semi gloss paint finish Colour: Quarter Black White Code: N96-004-100	Size: 62x12mm Surface preparation and base coats as per manufacturer's guidelines. Minimum 3 coat system.	Resene 'Lustracryl' semi gloss	



109 THYNNE RD, MORNINGSIDE
FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Study Desk top		Laminate pressed onto EO MR MDF Board	Colour: Plantation Ash Finish: Woodmatt Code 52661 Edge: matching ABS edgetape Benchtop profile: Square edged laminated benchtop.	Overall desk dimensions: W.600 x Length of alcove x thickness: 32mm	Polytec	
Study drawer fronts	JF2	Melamine pressed onto EO MR MDF Board	Colour: Plantation Ash Finish: Woodmatt Code 52661 Edge: matching ABS edgetape	2400 x 1200mm panels x 16mm thick	Polytec	



109 THYNNE RD, MORNINGSID

FOR LINEAR CONSTRUCTIONS

FINISHES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

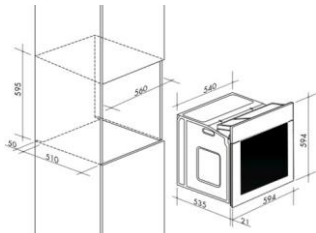
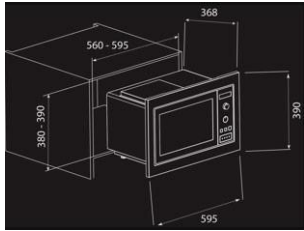
NOTES:

01. All construction shall comply with the requirements of the Building Act and Building Code of Australia and all relevant Australian standards.
02. Read Schedules in conjunction with sketch drawings and plans provided by building designer.
03. Paint products to be equal to Resene low VOC paint products, unless otherwise specified:
 - 'Lustracryl' semi gloss (for doors, architraves, skirtings)
 - SpaceCote low sheen (for walls and ceiling)
04. Include Tile trim to any exposed tiled edges where necessary in a colour to match as close as possible to tiles.
05. Install Aluminium Angle to separate Floor Finish Junctions.
06. All fixtures, fittings & appliances to be installed as per manufacturers specifications
07. If no finish has been designated, refer designer.



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
KITCHEN APPLIANCES, FITTINGS & FIXTURES						
Oven	OV	60cm built in multifunction electric oven	Model: ILO690X Finish: AS340 stainless steel	Overall size: 594W x 594H x 535D. 	Ilve	
Microwave	MW	Built in microwave with trim kit	Model: IV602BIM Finish: Stainless steel with matching trimkit	Overall size: 595W x 390H x 368D. 	Ilve	
Fridge			1000mm wide fridge provision included with plumbing point connection. Fridge to be supplied by buyer/ tenant			



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

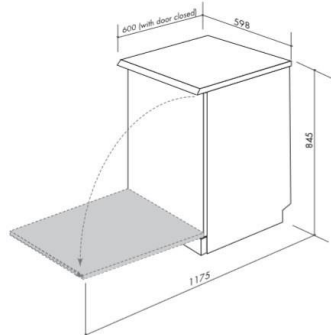
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Cook top	CT	60cm Electric induction cooktop	Finish: Kera Black glass induction cooktop		Ilve	
Range hood	RH	60cm under mount concealed range hood	Model No. IVUM60 Finish: Stainless steel finish	Overall dimensions: W.600mm x D.268mm x H.335mm 	Ilve	

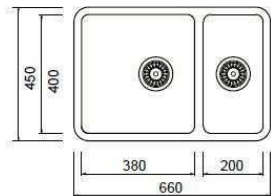
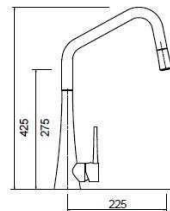
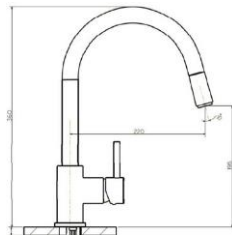


109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Dishwasher	DW	Stainless steel freestanding dishwasher	Model: IVDFSP5 Finish: Stainless steel	Overall dimensions: W.598mm x D.570mm x H.815mm 	Ilve	
Bin		2 x 15L Bucket, Door Pull, White bins	Range: Deluxe range- KK6D	Unit dimensions: W.300 x H.340 x D.520mm		

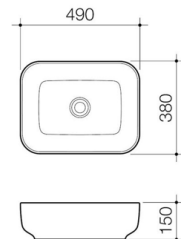
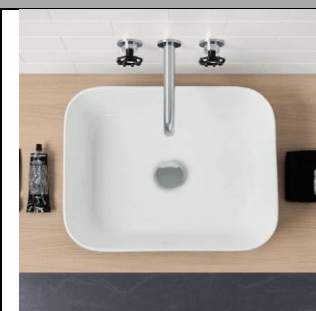
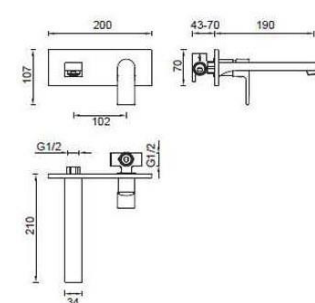
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Sink	SK	1 1/2 Bowl Stainless Steel Sink	Range: Lago 1 ½ bowl undermount sink Code: LG180U	Overall Size: 660 x 450 	Abey	
Sink Mixer- Option 1	SK/ MX	Chrome Kitchen Sink Mixer	Range: Tink Mixer with side lever and pull out spray function Code: TINKD		Abey	
Sink Mixer- Option 2	SK/ MX	Chrome Kitchen Sink Mixer	Range: Lucia Gooseneck mixer with side lever Code: Sk5-AV		Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

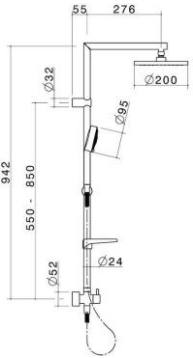
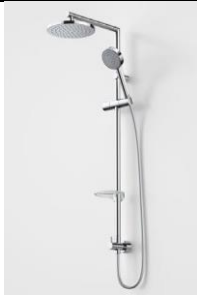
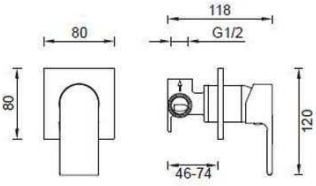
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
BATHROOM FITTINGS & FIXTURES						
Vanity Basins	VB	Rectangular above counter vanity basin	Range: Artisan Above counter basin- rectangle, 490mm Code: 874500W	Overall dimensions: W.490mm x D.380mm x H.150mm 	Caroma	
Basin mixer	VB/ MX	Chrome finish wall mounted tap ware	Range: Park Avenue wall basin set Code: 1B-WS	Overall Size: 190mm projection x 200mm wide (back plate) 	Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

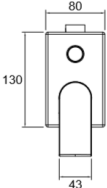
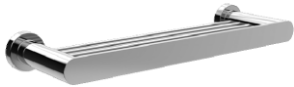
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Shower	SH	Chrome finish adjustable rail and overhead dual shower	Range: Essence rail shower with overhead Code: 90310C3A	Overall Size: 942mm long 3 function shower. Discreet diverter is included on rail. 	Caroma	
Shower Mixer	SH/ MX	Chrome finish wall mounted shower mixer	Range: Park Avenue shower mixer Code: 1SH-EXT + (internal) SH-INT		Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

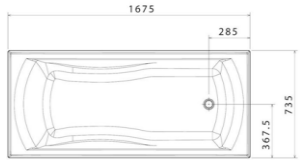
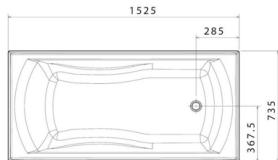
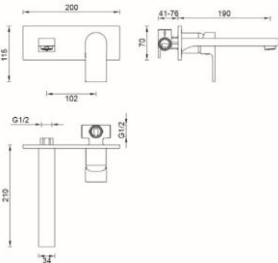
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Shower Mixer with Diverter	SH/M X/D	Chrome finish wall mounted shower mixer with diverter	Range: Park Avenue shower mixer/ bath diverter Code: 1SH-EXT + (internal) SH-INT-SP		Abey	
Shower Shelf		Chrome finish shower shelf	Range: Gareth Ashton Premium shower shelf Code: CEA04	 To be installed centre to shower, below shower on rail	Abey	
Shower screen	SH/SC	Semi Frameless Glass shower screen	Semi frameless glass shower screen with chrome frame and fixings	Overall height: to match internal door height.		



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

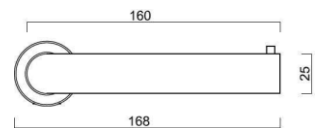
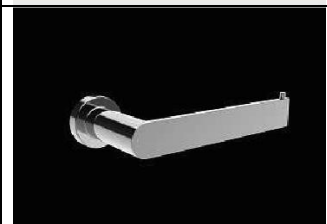
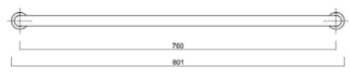
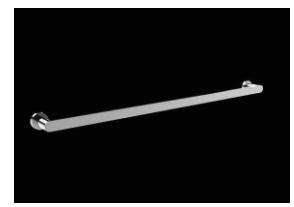
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Bath- to bathrooms generally	BATH 1	Acrylic rectangular Bathtub	Range: Caroma Maxton 1675mm bath Code: MX7W	Overall dimension: 1675mm x 735mm 	Caroma	
Bath- To unit 5	BATH 2	Acrylic rectangular Bathtub	Range: Caroma Maxton 1525mm bath Code: MX5W	Overall dimension: 1525mm x 735mm 	Caroma	
Bath Mixer		Chrome finish wall mounted tap ware	Range: Park Avenue wall bath set Code: 1BT-WS	Overall Size: 210mm projection x 200mm wide (back plate) 	Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

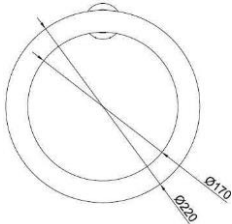
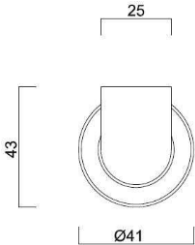
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Toilet Suite	WC	White vitreous china back to wall toilet suite	Range: Lucia wall faced toilet suite with soft close seat Code: 371347		Abey	
Toilet Roll Holder	TRH	Chrome finish toilet roll holder	Range: Gareth Ashton Premium toilet roll holder Code: CEA03		Abey	
Towel Rails (x 2 to each bathroom/ ensuite)	STR	Chrome finish Single Towel Rail	Range: Gareth Ashton premium single towel rail Code: CEA05		Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Hand towel rail	HTR	Chrome finish Hand Towel Rail	Range: Gareth Ashton Premium hand towel ring Code: CEA01		Abey	
Robe hooks X 2	RHK	Chrome finish Robe Hooks	Range: Gareth Ashton Premium robe hook Code: CEA02	 Located on back side of the bathroom/ ensuite swing doors	Abey	
Floor & Shower Wastes generally	FW	Stainless steel tile insert floor waste	Range: Bermuda Mega 100 x 100 tile insert small floor waste	Overall size: 100 x 100mm tile insert Note: Tile insert to match adjacent floor tiles. Grout lines to align.		



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

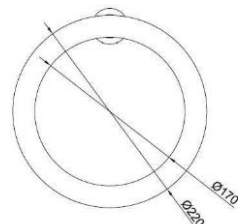
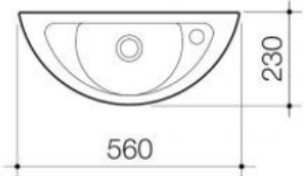
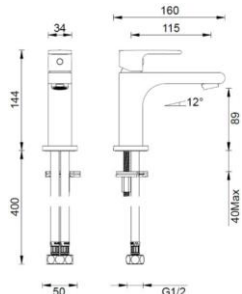
ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

POWDER ROOM FITTINGS & FIXTURES						
Toilet Suite	WC	White vitreous china back to wall toilet suite	Range: Lucia wall faced toilet suite with soft close seat Code: 371347		Abey	
Toilet Roll Holder	TRH	Chrome finish toilet roll holder	Range: Gareth Ashton Premium toilet roll holder Code: CEA03		Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

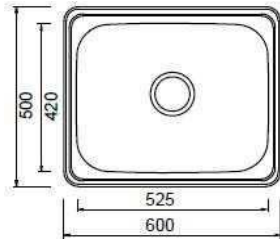
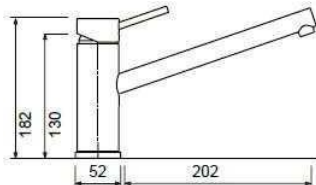
ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Hand towel rail	HTR	Chrome finish Hand Towel Rail	Range: Gareth Ashton Premium hand towel ring Code: CEA01		Abey	
Handwash sink	H/SK	White ceramic compact basin	Range: Compact Wall Basin Taphole: 1 Code: 635115W Include chrome bottle trap to suit.		Caroma	
Basin Mixer	B/MX	Chrome basin mixer	Range: Park Avenue basin mixerew Code: 1B1		Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

LAUNDRY FITTINGS & FIXTURES						
Laundry Tub		45 Litre Stainless Steel Laundry tub	Range: The Lodden 45 Litre with Bypass Code: PR45A	Overall Size: L. 600 x W.500 	Abey	
Laundry Mixer		Chrome finish Laundry sink mixer	Range: Lucia Laundry mixer with side lever Code: 3K1		Abey	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
HARDWARE STYLE THROUGHOUT						
Interior Door Lever Style Throughout		Satin Chrome Interior lever door hardware	G2 Series, Angular Passage lever set, Round Rosette	65mm round rosette	Gainsborough Hardware	
Internal Lever Privacy set		Satin Chrome Interior lever door hardware	G2 Series, Angular Passage lever set, Round Rosette-privacy set	65mm round rosette	Gainsborough Hardware	
Door Stops		Satin Chrome Door Stop	Floor stop 45mm satin chrome	Base: 45mm diam. x height: 23mm	Gainsborough Hardware	
CABINERY HANDLES						
Kitchen cabinetry under bench handles generally		Shadow line finger pull handle	Handles to drawers to be shark nose concealed finger pull handles integrated into the cabinetry design as shown on drawings.	Continuous- refer to concept drawings	By cabinet maker.	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

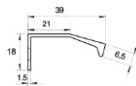
FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Overhead cupboard doors generally		Door panel to overhang carcass by 20mm in lieu of handles				
Overhead cupboard doors- to townhome 1, to cupboards above fridge alcove & to cupboards above wall ovens		Push catch mechanisms			Blum or equal.	
Pantry,doors		Oak Timber Door handles	Code: L5521 / 224 / WN Finish: To Match JF2 finish Oak timber door handles Length: 308mm With Blum blumotion hardware generally (soft close)	Overall dimensions: L.308 x W. 40 x Projection: 26mm Installed Vertically- refer concept drawings.	Kethy Australia	
Kitchen bench servery cabinetry door handles		Push catch mechanisms			Blum or equal.	
Laundry cabinetry door handles		Oak Timber Door handles	Code: L5521 / 32 / WN Finish: To Match JF2 finish Oak timber door handles Length: 56mm With Blum blumotion hardware generally (soft close)	Overall dimensions: L.56 x W. 40 x Projection: 26mm Installed Horizontally- refer concept drawings.	Kethy Australia	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

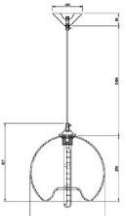
ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Bathroom and Ensuite vanity and mirrored cabinet door handles; WIR drawer handles		Aluminium pull handles	Range: DL701 Code: DL701 Finish: Aluminium With Blum blumotion hardware generally (soft close)		Kethy Australia	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

LIGHTING & ELECTRICAL STYLE						
Down light fittings throughout generally		Recessed LED down light	3000K warm white LED downlight with white body and reflector.		Archilux / Versalux	
Feature Pendant lights installed over island benches		Smoked glass feature pendant lights x 2 over kitchen island benches.	Range: Bella Glass Pendant Light Finish: Smoke	Overall dimensions: H.270 x Diam. 280mm 	Mica Lighting Contact: 1300 466 422	
Recessed LED strip light above Bathroom and Ensuite vanities		Recessed LED strip light with aluminium profile			M-Elec or equal	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
Bathroom Heat Lamps		Ducted extractor fan and heat lamps	Range: LED Ducted Instant heat 2 lamp (with CFL lights)	Fascia size: 440 x 250mm	HPM or equal	
GPO / DGPO outlets generally		Power outlets and fan controllers throughout	Clipsal. Range: 'Iconic'. Available in power outlets and fan controllers. Colour: White.		Clipsal	
USB charger outlet		USB Points: 1 x to kitchen, 1 x to each bedroom	Clipsal. Range: 'Iconic'. USB Charger outlet Colour: White.		Clipsal	
Light switch style		Light switches throughout	Clipsal. Range: 'Iconic' with push button switches. 1-6 switch points available. Colour: White.		Clipsal	



109 THYNNE RD, MORNINGSID
FOR LINEAR CONSTRUCTIONS

FITTINGS, FIXTURES & APPLIANCES SCHEDULE- 15 JANUARY 2020

ITEM	CODE	SPECIFICATION	COLOUR / FINISH / SIZE	SIZE & NOTES	SUPPLIER	IMAGE
------	------	---------------	------------------------	--------------	----------	-------

NOTES:

01. Read Schedules in conjunction with concept interior design drawings
02. Include Tile trim to any exposed tiled edges where necessary in a colour to match as close as possible to tiles.
03. All fixtures, fittings & appliances to be installed as per manufacturers specifications
04. Cabinetry shop drawings to be produced and checked prior to installation.
05. If no finish has been designated, refer designer.

Schedule 3– Guarantee and Indemnity

This Guarantee and Indemnity is given:

- (a) To the Seller by the Guarantor named in the Reference Schedule as the Guarantor, and if more than one, by all named Guarantors; and
- (b) Because the Seller agrees to enter into this Contract with the Buyer at the request of the Guarantor.

THE GUARANTOR COVENANTS AND DECLARES AS FOLLOWS:

1. Guarantee and Indemnity

1.1 Obligations guaranteed

Each Guarantor unconditionally guarantees to the Seller the punctual:

- (a) Payment of all money to be paid under the Contract by the Buyer; and
- (b) Performance and observance by the Buyer of all the Buyer's obligations under the Contract.

1.2 Indemnity

Each Guarantor indemnifies the Seller against claims incurred or arising against the Seller as a result of:

- (a) The Buyer's breach of its obligations under the Contract;
- (b) The Buyer's obligations under the Contract being or becoming unenforceable;
- (c) Money payable to the Seller under the Contract being or becoming unrecoverable; and
- (d) The guarantee given by a Guarantor for any reason being or becoming void, voidable or unenforceable either in whole or in part.

1.3 Payment on Demand

Each Guarantor must pay on demand all money due and payable to the Seller under this Guarantee and Indemnity and if an amount remains unpaid for more than seven days, interest at the default interest rate payable under the Contract, from the due date for payment until the actual payment date.

1.4 Result of non-performance

If the Buyer defaults in the due and punctual performance of any of the Buyer's obligations under the Contract, the Guarantor unconditionally indemnifies the Seller against all consequential loss which the Seller may suffer, and must pay the amount of the loss on demand to or as directed by the Seller.

2. Limitation of Rights

2.1 Disputes

If any dispute arises between the Seller and the Buyer under the Contract, the Guarantor is bound by the determination of the dispute and the Guarantor may not dispute the liability of the Buyer to the Seller under the determination.

2.2 Liability of Guarantor

The obligations of each Guarantor under this Guarantee and Indemnity:

- (a) Are principal obligations and not ancillary or collateral to any other obligation;
- (b) May be enforced by the Seller against any Guarantor even if the Seller does not enforce:
 - (i) Other security it holds in respect of the Buyer's obligations; or
 - (ii) A right against any other Guarantor;
- (c) Are a continuing security regardless of any settlement of account, intervening payment or anything else, and are irrevocable until discharged in accordance with its terms and remain in full force and effect after the termination of the Contract; and
- (d) Are separate and independent obligations.

2.3 No release

The Guarantor's obligations under this Guarantee and Indemnity are not released by:

- (a) **(termination of Contract)** the termination of the Contract;
 - (b) **(waiver)** the grant to any party of any time, waiver, covenant not to sue, concession or other indulgence under this Guarantee and Indemnity or the Contract;
 - (c) **(variation)** a variation of the terms of the Contract;
 - (d) **(incapacity)** the death, mental incapacity, bankruptcy, assignment for the benefit of creditors, arrangement with creditors, winding up, reconstruction, official management, receivership, administration, liquidation, striking off or other event in respect of the Buyer or a Guarantor;
 - (e) **(judgment)** the obtaining of any judgment against the Buyer or any guarantor; or
 - (f) **(deductions)** any actual or alleged set off, defence, counter-claim or other deductions on the part of the Buyer or any Guarantor.
-

2.4 Waive rights

Each Guarantor waives such of its rights as sureties or indemnifiers (legal, equitable, statutory or otherwise) as may at any time be inconsistent with any of the provisions of this Guarantee and Indemnity to the extent permitted by law.

2.5 No invalidity

If any part or provision of this Guarantee and Indemnity is invalid or unenforceable, that invalidity does not affect the validity or the enforceability of any other part or provision of this Guarantee and Indemnity.

2.6 Signatories bound

Where more than one person is named as a Guarantor, each Guarantor is liable under this Guarantee and Indemnity even though another person named as a Guarantor in this Guarantee and Indemnity or intended to be a Guarantor under this Guarantee and Indemnity fails to sign this or any other guarantee and/or indemnity.

3. Acceptance of Benefit

The Guarantor acknowledges and covenants that if the Seller enters the Contract with the Buyer, by doing so, the Seller accepts the benefit of the covenants given by the Guarantor under this Guarantee and Indemnity.

4. General Provisions

4.1 Costs

The Guarantor indemnifies the Seller against, and must pay the Seller on demand the amount of all stamp duty on this Guarantee and Indemnity and all costs, fees and expenses in connection with the enforcement or attempted enforcement or preservation or attempted preservation of any rights under this Guarantee and Indemnity and/or the Contract.

4.2 Variations

No variation of this Guarantee and Indemnity nor consent to a departure by a party from a provision, is of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent is effective only to the extent to or for which it may be made or given.

4.3 Waiver

The non-exercise of or delay in exercising a right of a party does not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by Notice, signed by the party (or its Authorised Representative) to be bound by the waiver.

4.4 Liability of parties

If a party consists of more than one person:

- (a) An obligation of those parties is a joint obligation of all of them and a several obligation of each of them;
- (b) A right given to those parties is a right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly; and
- (c) A representation, warranty or undertaking made by those parties is made by each of them.

4.5 Warranty of authority

Each person signing this Guarantee and Indemnity:

- (a) As attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person; and
- (b) As an Authorised Representative, agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Guarantee and Indemnity on behalf of that party.

4.6 Severability

This Guarantee and Indemnity will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:

- (a) That provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- (b) If the provision or part of it cannot effectively be read down, that provision or part of it is deemed to be void and severable and the remaining provisions of this Guarantee and Indemnity will not in any way be affected or impaired and continues regardless of the illegality, invalidity or unenforceability.

4.7 Delivery as a deed

Subject to any express provisions in this Guarantee and Indemnity to the contrary, each party, by signing or executing this Guarantee and Indemnity is deemed to unconditionally sign, seal and deliver this Guarantee and Indemnity as a deed, with the intention of being immediately legally bound by this Guarantee and Indemnity.

4.8 Definition

Unless defined in this Guarantee and Indemnity terms defined in the Contract have the same meaning when used in this Guarantee and Indemnity as ascribed to them in the Contract.

Schedule 4 – Disclosures in relation to implied warranties under the BCCM Act

- (a) The Seller discloses to the Buyer:
 - (i) in accordance with Section 223(2)(a) of the BCCM Act - There are no defects in the Common Property or Body Corporate Assets known to the Seller.
 - (ii) in accordance with Section 223(2)(c) of the BCCM Act - There are no outstanding or contingent liabilities of the Body Corporate other than that for:-
 - (A) the Body Corporate's ordinary operating expenses;
 - (B) any insurances required by the BCCM Act;
 - (C) those liabilities disclosed in the Disclosure Statement.
 - (iii) in accordance with Section 223(3) of the BCCM Act - There are no circumstances in relation to the affairs of the Body Corporate which are likely to materially prejudice the Buyer other than those disclosed in the Disclosure Statement.
-

Signing Page

Executed as an Agreement and as a Deed by the parties

Executed by Pinter Investments Pty Ltd)
A.C.N. 121 621 010 trustee under instrument)
718356481 as Seller in accordance with)
section 127 of the *Corporations Act* 2001 by its)
Sole Director and Secretary)

Signature of Sole Director / Secretary

Name of Director / Secretary

Dated

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 Simon Frederick Hitchick)
as Buyer in the presence of:)

Signature of Witness

Dated

Name of Witness (BLOCK LETTERS)

Signed by Robyn Jane Pulsford)
as Buyer in the presence of:)

Signature of Witness

Dated

Name of Witness (BLOCK LETTERS)
