

**CONTRACT  
OF  
SALE**

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**MARINA  
CONCOURSE**

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# MARINA CONCOURSE

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**MARINA CONCOURSE**

**SALE DETAILS**

**Item 1: Contract Date:** \_\_\_\_\_

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**Item 2: Seller:** Whittsvilla Pty Ltd ACN 128 716 549  
C/- Sunland Group Limited ACN 063 429 532  
Royal Pines Marina, Ross Street  
BENOWA QLD 4217

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**Item 3: Seller's Solicitors:** Hickey Lawyers  
Level 6 Corporate Centre  
Corner Bundall Road and Slatyer Avenue  
BUNDALL QLD 4217  
Telephone: (07) 5574 1000  
Facsimile: (07) 5574 1130  
Email: [welchj@hickeylawyers.com.au](mailto:welchj@hickeylawyers.com.au)  
Attention: Joe Welch

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**Item 4: Seller's Agent:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email/Facsimile: \_\_\_\_\_

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**Item 5: Buyer:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email/Facsimile: \_\_\_\_\_  
Tax File No: \_\_\_\_\_  
ABN: \_\_\_\_\_  
Foreign Person:  Yes  No *(mark the applicable box)*

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**Item 6: Buyer's Solicitors:** Name: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

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**Item 7: Deposit Holder:** Hickey Lawyers, a law firm in Queensland.

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**Item 8: Lot:** Lot No: \_\_\_\_\_ as shown on the **plan**.

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**Item 9: Purchase Price:** \$ \_\_\_\_\_ (includes any applicable **GST**)

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**Item 10: Deposit:** \$ \_\_\_\_\_  
**Initial Deposit:** \$ \_\_\_\_\_  
**Balance Deposit:** \$ \_\_\_\_\_  
payable on: \_\_\_\_\_

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**Item 11: Guarantor:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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**Item 12: Exclusive Use:** Car Space No: \_\_\_\_\_;  
Storage Area No: \_\_\_\_\_;  
External Terrace Area No: \_\_\_\_\_;  
as shown on the **exclusive use plans** in Schedule 2.

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**Item 13: Finance: Financier:** \_\_\_\_\_

**Finance approval date:** \_\_\_\_\_

**Finance Amount:** \_\_\_\_\_

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## SALE CONDITIONS

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### 1. DESCRIPTION OF PARTIES

The parties to the contract are as follows:

we, us, our means the Seller described in **Item 2**. Where relevant, it includes our manager, agent or any person we authorise.

you, your means the Buyer described in **Item 5**.

guarantor means each person named in **Item 11**.

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### 2. MEANING OF WORDS

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

**acoustic report** means the report forming document 4 in Part B of the **disclosure document**;

**Act** means the *Building Units and Group Titles Act 1980*;

**approval** means any approval, consent or certificate of a federal, state or **council**, any authority, consent body (including a private certifier) or financier relating to the **land**, the **development**, the **lot** or the **contract** or any other decision of a third party which affects our ability to settle the **contract**;

**ATO** means the Australian Taxation Office;

**BMS** means a Building Management Statement under the *Land Title Act 1994* (Qld);

**body corporate** means the body corporate that has or will come into existence under the **Act** after **plan registration**;

**BUP** means a Building Units Plan under the **Act**;

**business day** means a day other than a Saturday, Sunday or public holiday within the **council** area;

**by-laws** means the by-laws of the **body corporate** disclosed in the **disclosure document**;

**clearance certificate** means confirmation from the **ATO** that under the **withholding tax legislation**, we are an Australian resident vendor and you are not required to withhold an amount from the **purchase price**;

**contract** means the Sale Details, the Sale Conditions and the Schedules;

**contract date** means the contract date specified in **Item 1**, or if there is no date specified, the date when the parties are legally bound by the **contract**;

**council** means Gold Coast City Council;

<b>covenant</b>	means the proposed covenant in document 7 in Part A of the <b>disclosure document</b> ;
<b>deposit</b>	means the amount shown in <b>Item 10</b> ;
<b>deposit holder</b>	means the party shown in <b>Item 7</b> ;
<b>development</b>	means the development of the <b>land</b> to create a mixed use residential and commercial strata titled building on the <b>land</b> generally according to the <b>plan</b> ;
<b>development plans</b>	means the draft plans that are document 10 in Part B of the <b>disclosure document</b> ;
<b>disclosure document</b>	means the disclosure document provided to you before you signed this <b>contract</b> which discloses information relevant to this <b>contract</b> and includes the <b>disclosure statement</b> ;
<b>disclosure statement</b>	means the disclosure statement relevant to the <b>lot</b> that we give to you prior to you entering into this <b>contract</b> which includes information we are required to give you under the <b>Act</b> ;
<b>discretionary rights</b>	means rights given to us in connection with the <b>development</b> (including the <b>lot</b> ) and registration of a <b>BUP</b> under this <b>contract</b> including, without limitation, those under clauses 7.16, 9.6, 10, 11, 13.5, 15, 28 and 29;
<b>draft BMS</b>	means the draft BMS disclosed in the <b>disclosure document</b> ;
<b>exclusive use plan</b>	means the exclusive use plan in Schedule 2;
<b>existing lot</b>	means a lot that has an indefeasible title under the <i>Land Title Act 1994</i> (Qld);
<b>finance amount</b>	means the amount shown in <b>Item 13</b> ;
<b>finance approval date</b>	means the date shown in <b>Item 13</b> ;
<b>financier</b>	means the financier shown in <b>Item 13</b> ;
<b>finishes and chattels</b>	means the Finishes and Chattels described in Schedule 3;
<b>floor plan</b>	means the relevant floor plan referred to in Schedule 4;
<b>GST</b>	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);
<b>Item</b>	means an item in the Sale Details section of the <b>contract</b> ;
<b>land</b>	means the lot shown as proposed Volumetric Lot 7 on the <b>development plans</b> being that part of the land originally described as Lot 3 on SP 227182 and Lot 7 on

SP258545, and situated at Royal Pines Resort, Ross Street, Benowa, Queensland;

<b>lighting report</b>	means the report forming document 3 in Part B of the <b>disclosure document</b> ;
<b>Local Law</b>	means Local Law No. 17 (Maintenance of Works in Waterway Areas) 2013;
<b>lot</b>	means the lot or proposed lot in the <b>development</b> described in <b>Item 8</b> ;
<b>management plan</b>	means the management plan forming document 5 in Part B of the <b>disclosure document</b> and referred to in clause 50;
<b>marina basin</b>	means the marina basin being that part of Lot 3 on SP 227182 which is inundated and is shown as Lot 5 on proposed SP 289999 in the <b>development plans</b> ;
<b>marina precinct</b>	means that part of the Royal Pines Resort situated to the west of Ross Street and which abuts the golf course to the north being the land described (at the relevant time) as Lot 13 on SP 164211 and Lot 700 on SP 220057 or any subsequent reconfiguration thereof;
<b>objection</b>	means any objection, requisition or claim for compensation or damages or other relief, refusing to complete or delaying settlement of, rescinding or terminating this <b>contract</b> ;
<b>outgoings</b>	means: <ul style="list-style-type: none"><li>(a) rates or charges by any competent authority (for example, <b>council</b> rates, water rates and fire service levy);</li><li>(b) land tax;</li><li>(c) regular periodic contributions to the <b>body corporate</b> provided for in the <b>Act</b> including any gas, water or electricity charges imposed on us as a lot owner; and</li><li>(d) any insurance premiums, duties, commissions or fees paid by us under section 55A of the <b>Act</b>;</li></ul>
<b>parcel</b>	means the 'parcel' as defined under the <b>Act</b> created by <b>plan registration</b> ;
<b>parent parcel</b>	means the land described as Lot 3 on SP 227182 and Lot 7 on SP258545;
<b>plan</b>	means either: <ul style="list-style-type: none"><li>(a) the proposed <b>BUP</b> which includes the <b>lot</b> which is shown in draft in Schedule 1; or</li></ul>

- (b) if the **lot** is an **existing lot**, it means the registered **BUP** which includes the **lot**,

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

<b>plan lodgement</b>	means the lodgement of the <b>BUP</b> that is to create the title to the <b>lot</b> with the Department of Natural Resources & Mines;
<b>plan registration</b>	means the registration of a <b>BUP</b> of subdivision that creates the <b>lot</b> under the <i>Land Title Act 1994</i> (Qld);
<b>Primary Thoroughfare</b>	means the primary thoroughfare (as defined under the <b>Resort Act</b> ) which is owned by the Royal Pines Resort Gold Coast Primary Thoroughfare Body Corporate;
<b>Primary Thoroughfare Body Corporate</b>	means the Royal Pines Resort Primary Thoroughfare Body Corporate which is to control, manage and administer the <b>Primary Thoroughfare</b> ;
<b>Principal Body Corporate</b>	means the Principal Body Corporate of Royal Pines Resort;
<b>project risks</b>	means risk and liabilities in connection with the <b>development</b> (including the <b>lot</b> ) and establishment of the <b>body corporate</b> (including the creation of title to the <b>lot</b> ) and including the approvals and conditions as outlined in clause 29 of this <b>contract</b> ;
<b>purchase price</b>	means the purchase price shown in <b>Item 9</b> ;
<b>relevant lot</b>	has the meaning given in the <b>Local Law</b> as it relates to the <b>lot</b> ;
<b>Resort Act</b>	means the <i>Integrated Resort Development Act 1987</i> (Qld);
<b>Secondary Thoroughfare</b>	means any area within the Royal Pines Resort Residential Precinct which is, or becomes designated as Secondary Thoroughfare under the <b>Resort Act</b> ;
<b>settlement date</b>	means the later of the following that are applicable:- (a) the 30 <sup>th</sup> day after the <b>contract date</b> ; and (b) if <b>plan registration</b> has not occurred on or before the <b>contract date</b> - the 14 <sup>th</sup> day after notice of <b>plan registration</b> is given under clause 11.
<b>substantial variation</b>	means a reduction in the area of the <b>lot</b> by more than 5% from the area shown in the <b>plan</b> and where the reduction in area detrimentally affects the <b>lot</b> to a substantial extent;
<b>sunset date</b>	means the date 3 ½ years after the <b>contract date</b> ; and
<b>withholding tax legislation</b>	means the <i>Taxation Administration Act 1953</i> (Cth).

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### 3. INTERPRETATION

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

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

- (a) the singular includes the plural, and the plural includes the singular;
- (b) reference to a gender includes any other gender;
- (c) other forms of defined words have corresponding meanings;
- (d) If an obligation is imposed on two or more parties, each party is liable for the obligation individually and together with each other person;
- (e) reference to a person includes any other entity or association; reference to a party includes that party's personal representatives, successors and assigns;
- (f) reference to a document includes any variation or replacement of it;
- (g) reference to something which comprises more than one part or aspect includes a reference to each or any part or aspect;
- (h) reference to a group of persons includes a reference to all of them collectively, any two or more of them collectively, and each of them individually;
- (i) when the **contract** requires anything not to be done, this includes not allowing or permitting the thing to be done;
- (j) reference to a statute, regulation or other law includes all regulations and instruments made under that law and all consolidations, amendments, re-enactments or replacements;
- (k) despite settlement of this **contract** any term of this **contract** which can take effect after the settlement of the **contract**, remains in force;
- (l) a reference to time is a reference to Queensland time; and
- (m) the **contract** takes effect as a deed.

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### 4. INTENTIONS

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

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

4.3 We intend to reconfigure the **land** or part of the **land** generally in accordance with the **plan**.

4.4 We intend to register a **BUP** generally in accordance with the **plan** subject to our rights under the **contract** to vary the **plan**.

4.5 In consideration of you entering into this **contract** we will take steps to obtain **approvals** and negotiate with contractors to construct the **development**.

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### 5. CONTRACT TO SELL AND PURCHASE

We agree to sell to you, and you agree to purchase from us, freehold title to the **lot** for the **purchase price** free from encumbrances except those specified in the **contract**, disclosed in

the **disclosure document** but subject to the easements created or implied by the **Act**, the **Resort Act** and the *Land Title Act 1994*.

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## 6. DISCRETIONARY RIGHTS

6.1 We disclose to you that:

- (a) the nature of risks we assume or are required to address in undertaking the **development** (including the **lot**), establishing the **body corporate** and complying with our obligations under this **contract** include those matters referred to in the definition of **project risks** in clause 2;
- (b) we have **discretionary rights** under this **contract** which we consider reasonably necessary to mitigate **project risks** and to protect our legitimate interests in undertaking the **development** (including the **lot**), registering a **BUP** and the establishment of the **body corporate**; and
- (c) you do not have the benefit of the same **discretionary rights** provisions as we do under this **contract** and your rights to object to the exercise of those **discretionary rights** by us is limited under this **contract** (but without limiting the application of the **Act** or other applicable law that cannot be excluded).

6.2 You acknowledge:

- (a) the disclosure made by us under clause 6.1 and agree that the undertaking of the **development** (including the **lot**) involves the assumption of significant risks by us;
- (b) that when you signed this **contract**:-
  - (i) you received, or had the opportunity to receive, legal advice from an independent advisor about the terms of this **contract**, including its essential terms and the **discretionary rights** available to us under this **contract**; and
  - (ii) your attention was specifically drawn to the:-
    - A. **project risks** referred to in this **contract**;
    - B. **discretionary rights** provisions; and
- (c) that we cannot access any moneys payable under this **contract** prior to settlement of this **contract**, to apply towards meeting our liabilities in the **development** (including the **lot**) and procuring **plan registration** and we must accordingly fund all costs of the **development** from our own resources or through finance facilities obtained by us.

6.3 You agree that in view of the **project risks** assumed by us as a condition of us being able to carry out the **development** (including the **lot**) and achieve **plan registration**, the **discretionary rights** given to us under this **contract** are reasonably necessary to protect our legitimate interests where we rely on the exercise of those **discretionary rights**.

6.4 We may rely on the acknowledgements given by you in this clause 6 as evidence of your understanding of, and agreement to, the matters referred to in this clause 6.

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## 7. PAYMENT OF DEPOSIT

7.1 You must pay the **deposit** to the **deposit holder** as follows:

- (a) the Initial Deposit in **Item 10** immediately when you sign this **contract**; and

- (b) the Balance Deposit (if any) in **Item 10** by the date or time specified in **Item 10**.
- 7.2 You will be in default if you:
- (a) do not pay the **deposit** (or any part of it) when required;
  - (b) pay the **deposit** (or any part of it) by post-dated cheque; or
  - (c) pay the **deposit** (or any part of it) by cheque which is dishonoured on its first presentation.
- 7.3 It is agreed for the purposes of the **Act** that (unless otherwise specified in **Item 7**) the **deposit holder** is a law practice in Queensland and the **deposit** must be paid to the trust account of the **deposit holder**.
- 7.4 Either party may request that the **deposit** be invested. If so requested in writing, the **deposit holder** is authorised by both parties to invest the **deposit** when paid, in an interest bearing bank account. The **deposit holder** may, if instructed by us, withdraw the amount invested from investment at any time within 14 days prior to the **settlement date**. The **deposit holder** is also authorised to withdraw the **deposit** from investment where the **deposit holder** considers it reasonable to do so and for the purposes of reinvesting the **deposit**.
- 7.5 The **deposit holder** is authorised to invest the **deposit** as follows:
- (a) the investment will be made in an interest bearing trust account in the name of the **deposit holder** with such bank and on such conditions as we nominate;
  - (b) on settlement or if we become entitled earlier, the **deposit** (and all interest accrued) will be paid to us and this clause is sufficient authority to the **deposit holder** to make that payment;
  - (c) in any other case the **deposit** and all interest accrued on it will be paid to you.
- 7.6 The **deposit holder** will not be liable to any party by reason of delay in investing the **deposit**.
- 7.7 If the **deposit** is to be invested, you must tell the **deposit holder** your Australian tax file number (if applicable) within 7 days after the date you pay the **deposit**.
- 7.8 The **deposit holder** is authorised to lodge any necessary taxation return, and may pay any tax out of the **deposit** and interest. You and we jointly and severally indemnify the **deposit holder** against any tax payable and the reasonable costs of lodging any tax return and dealing with any tax authorities. The **deposit holder** is authorised by you and us to deduct and pay for such amounts from any interest accrued and the **deposit** and also make any disclosure the **deposit holder** considers necessary to any relevant authority.
- 7.9 You authorise the **deposit holder** to release the **deposit** to us immediately, should any of the following occur:
- (a) settlement of the **contract**; or
  - (b) the **deposit** is forfeited under clause 17.
- 7.10 The **deposit** and the interest are at the risk of whoever is ultimately entitled to those amounts, and the **deposit holder** is not responsible for any loss caused by the investment of the **deposit**.
- 7.11 The **deposit** must be refunded to you if the **contract** is terminated under clauses 12, 29 or 33.

- 7.12 You may only satisfy your obligation to pay the **deposit** by using a bank guarantee if we consent. We do not accept deposit bonds. If we consent, the bank guarantee must be on terms acceptable to us and issued by a financial institution acceptable to us but in any event may not have an expiry date which is earlier than 1 month after the **sunset date**. Unless we agree to the terms of the bank guarantee, you have not complied with clause 7.1.
- 7.13 If you breach the **contract**, any part of the **deposit** secured by bank guarantee is immediately payable to the **deposit holder** and you authorise us and the **deposit holder** to convert any bank guarantee to cash.
- 7.14 If we accept a bank guarantee to secure the **deposit** and the bank guarantee has an expiry or termination date, you must pay the **deposit holder** the **deposit** in cash at least 30 days before the date of expiry or termination. If you do not, it is a breach of the **contract** and in addition to our rights under clause 17, you automatically authorise us and the **deposit holder** to convert any bank guarantee to cash.
- 7.15 If we are entitled to convert a bank guarantee under the **contract**, you indemnify us (and you will keep us indemnified) for any cost or loss we suffer in relation to cashing the bank guarantee including without limitation legal costs on a full indemnity basis for any legal action taken by us.
- 7.16 If we accept a bank guarantee to secure the **deposit** and we form the opinion that the person who issued the bank guarantee is not financially secure, we can give you notice to replace the bank guarantee. If we give you a notice then you must pay to the **deposit holder** in cash in return for the bank guarantee. If you fail to do so within 14 days of receiving our notice you will be in breach of the **contract** and in addition to our rights under clause 17, you automatically authorise us and the **deposit holder** to convert any bank guarantee to cash.

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## 8. TRANSFER DOCUMENTS

- 8.1 Before the **settlement date** and in sufficient time for us to sign them before the **settlement date**, you must provide to us the following transfer documents:
- (a) Land Registry Form 1 Transfer;
  - (b) Land Registry Form 24;
  - (c) Land Registry Form 25 Foreign Ownership Information (if you are a “foreign person” under the *Foreign Ownership of Land Register Act*);
  - (d) a form of notice under section 53(2)(a) of the **Act** (in duplicate); and
  - (e) any other document required by law to be signed by us in order to stamp or register the transfer.
- 8.2 If you ask us, we will provide the signed transfer documents to your solicitors before the **settlement date** so that they can be stamped, but only if your solicitors give us an undertaking to hold the transfer documents on our behalf and to use them only for stamping purposes before the **settlement date**.

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## 9. SETTLEMENT ARRANGEMENTS

- 9.1 Settlement must take place at our solicitor's office or at any other place on the Gold Coast or in Brisbane as we specify in writing to you.
- 9.2 Settlement must take place on the **settlement date** at a time agreed by you and us between 9.00am and 5.00pm and in default of agreement at a time that we nominate between 3.00pm

and 5.00pm. Clause 20 does not apply to any time which may be agreed upon between 9.00am and 5.00pm.

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

- (a) pay us the **purchase price**, and any adjustments required under clause 16, less the cash **deposit** paid by you;
- (b) pay us any other money owing to us under the **contract**; and
- (c) give us a letter addressed to the **deposit holder**, if required, authorising the payment of the **deposit** to us.

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

- (a) vacant possession of the **lot**;
- (b) the Land Registry Form 1 Transfer properly completed by us;
- (c) the Land Registry Form 24 properly completed by us and the Land Registry Form 25 (if applicable);
- (d) any certificate of title for the **lot** required to register the transfer;
- (e) a properly signed release (full or partial) of any mortgage over the **lot**;
- (f) any other properly signed document required by law to be signed by us to allow stamping or registration of the transfer; and
- (g) all keys, access devices and codes applicable to the **lot** and the common property areas of the **parcel** or make them available to you at the **development**.

9.5 If you have given us a form of notice under section 53(2)(a) of the **Act** (in duplicate), we will provide you with 1 copy of the notice signed by us or our solicitors. After settlement, you may deliver the notice to the **body corporate** on our behalf. The parties authorise their respective solicitors to complete and sign notices under section 53 of the **Act** on their behalf.

9.6 If we give you a notice stating that:

- (a) the issue of a certificate of classification, land title instrument or other **approval** required to allow legal occupancy of the **lot** or transfer of title to the **lot** was delayed because of any matter beyond our control; or
- (b) we are required to give you a statement under Section 49 of the **Act**,

we may extend the **settlement date** by the period stated in the notice. A notice given under clause 9.6(a) will be conclusive evidence of the delay.

9.7 If you are required by law to withhold part of the purchase price under the withholding tax **legislation**, you may withhold the amount required, but you must provide a bank cheque for us to sight at settlement, and you hereby undertake to forward the bank cheque for the amount of the **purchase price** withheld to the appropriate authority or as required by law. If we ask for it, you must produce evidence to prove that the payment has been made. If we provide you with a **clearance certificate**, you must not withhold any part of the **purchase price** in that regard. We can provide you with a **clearance certificate** at any time up to the day before the **settlement date**.

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## 10. COMPLETION OF LOT

- 10.1 The area and dimensions of the **lot** will be generally in accordance with the **plan**. The layout of the **lot** will be generally in accordance with the **floor plan**.
- 10.2 Subject to our right to make changes in accordance with the **contract**, the **lot** and the **development** will contain the **finishes and chattels** specified in the relevant part of Schedule 3 of the **contract** applicable to the **lot**. Ownership of those **finishes and chattels** will pass on settlement to you if they are within the **lot** or to the **body corporate** if they are located on common property of the **parcel**. We will provide the specified **finishes and chattels** according to the election in Schedule 3 and, if no election is made, we may decide the relevant selection of finishes.
- 10.3 Subject to any entitlement you have under the **Act**, we may do all or any of the following and you agree you are not materially prejudiced by and you cannot make any **objection** or make a claim because:
- (a) without limiting clause 10.3(c), we make non-material changes to the design, configuration or layout of the **lot** or the **floor plan** or the **plan**;
  - (b) we change the **finishes and chattels** as long as the **lot** contains finishes and chattels of an equivalent standard to those specified in the relevant part of Schedule 3 of the **contract**;
  - (c) we make any change to the **lot** caused by anything beyond our reasonable control (for example requirements of authorities, practicalities of construction or availability of materials); and/or
  - (d) we vary the area of the **lot** compared with the area shown in the **plan** provided that the variation is not a **substantial variation**.
- 10.4 Clauses 10.1, 10.2 and 10.3 do not apply if **plan registration** occurred before the **contract date** and you acknowledge that the **floor plan** layout of the **lot** and **finishes and chattels** referred to in Schedule 3 may differ to what you receive at settlement. If **plan registration** occurred before the **contract date**, you agree to take the **lot** on an "as is" basis.
- 10.5 You must not withhold any part of the **purchase price** or delay settlement on account of any defect in the **lot** or the **development**, even if it is due to defective materials or workmanship.
- 10.6 Subject to clauses 10.7 to 10.18, we will, at our own cost, rectify within a reasonable time any valid defect in the **lot** due to defective materials or workmanship which may appear and be notified in writing by you to us within 90 days after the **settlement date**. You must allow us access to the **lot** and the **development** for that purpose. You agree that you have no rights against us as a result of us carrying out our rights under this clause. However, when exercising those rights, we will use all endeavours reasonably available to us to avoid interfering with your use and enjoyment of the **lot**.
- 10.7 Our obligation to rectify under clause 10.6 will be limited to the extent that you have not contributed to the defect through carrying out your own work to the **lot**.
- 10.8 Provided that you give notice of an alleged defect under clause 10.6, you must within a reasonable time, allow us access to the **lot** to inspect the **lot**.
- 10.9 After we have inspected the **lot**, we must, within a reasonable time, notify you in writing of whether we consider there to be any defect to the **lot** as claimed by you and if so, the extent of any contribution to that defect caused by your own work.

- 10.10 If we notify you that we do not consider there to be any defect to the **lot**, you will have 7 days to respond in writing to us.
- 10.11 If you accept our determination or do not respond within the 7 day period:-
- (a) we will not be under any obligation to rectify under this clause; and
  - (b) you must not make any claims or take any other action against us as a result of the alleged defect.
- 10.12 If you respond to us within the 7 day period on the basis you do not accept our determination, you and we must use reasonable endeavours to resolve the issue within 14 days.
- 10.13 You and we must give effect to any resolution reached under clause 10.12.
- 10.14 If you and we are unable to resolve the issue within the 14 day period, you may give us a notice requiring the issue to be determined by an expert.
- 10.15 The expert is to be appointed (either by agreement between you and us, or to be nominated by the President of the Law Society of Queensland) to determine whether:-
- (a) there is any defect to the **lot** as claimed by you; and if so,
  - (b) the extent of any contribution to that defect caused by your own work.
- 10.16 The expert must act as an independent expert and not as an arbitrator, and must make and give a determination within 21 days of its appointment.
- 10.17 You and we must share the expert's costs equally.
- 10.18 We will only be required to rectify any defect to the **lot** to the extent that the expert determines us to have caused the defect.

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## 11. REGISTRATION OF PLAN

- 11.1 We must give you written notice at any time (as reasonably determined by us) after we become aware of **plan registration** and that a separate indefeasible title for the **lot** has been created.
- 11.2 Settlement of the **contract** is conditional upon **plan registration** and us giving you notice under clause 11.1.
- 11.3 This clause only applies if **plan registration** has not occurred at the **contract date**.

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## 12. SUNSET DATE

- 12.1 For the purposes of Section 49B of the **Act** this **contract** must be settled before the **sunset date**.
- 12.2 If this **contract** has not been settled before the **sunset date** (and you are not in default) then you may terminate this **contract** by giving notice to us and the **contract** shall be at an end and the **deposit** shall be refunded to you.
- 12.3 If this **contract** has not been settled before the **sunset date** (and we are not in default) then we may terminate this **contract** by giving notice to you and the **contract** shall be at an end and the **deposit** shall be refunded to you.

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### 13. TITLE TO LOT

- 13.1 You are not entitled to deliver to us requisitions or enquiries as to our title to the **lot**.
- 13.2 Title to the **lot** is under the **Act** and the *Land Title Act 1994* and it is sold (and you will take title) subject to the provisions of the **Act**, the **Resort Act** and the following:
- (a) the lot entitlements and all matters contained in, endorsed upon or annexed to the **plan**;
  - (b) the easements for support, shelter and services expressed or implied in favour of or against the proprietor of the **lot** and all ancillary rights by virtue of the **Act** and the **Resort Act**;
  - (c) the by-laws of the **Primary Thoroughfare Body Corporate**;
  - (d) any transfer, lease, easement or other right over any common property given to the **council** or any other relevant authority, the **Primary Thoroughfare Body Corporate** or the **Principal Body Corporate**;
  - (e) the provisions of the **by-laws** and any by-laws passed or to be passed pursuant to the **Resort Act** and any other matter disclosed in this **contract** or the **disclosure document**;
  - (f) the **covenant** and the **management plan**; and
  - (g) the **BMS** registered in respect of the **lot** and the common property of the **body corporate**.
- 13.3 You may not make an **objection** in relation to title to the **lot** being subject to any encumbrances referred to in clause 13.2.
- 13.4 You confirm that any interest you take in the common property of the **parcel** under this **contract** is subject to the provisions of the **Act**, the **Resort Act** and the following:
- (a) all statutory and implied easements under the **Act** and the **Resort Act**;
  - (b) the terms of any **BMS** registered on the common property;
  - (c) any covenant that is registered on or affects the common property; and
  - (d) any easement granted under the terms of this **contract** that may affect the common property.
- 13.5 The **covenant**, **draft BMS** and **management plan** included in the **disclosure document** are drafts. You cannot make an **objection** if the final terms of these documents are different to those disclosed in the **disclosure document**.

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### 14. OUR WARRANTIES

- 14.1 We warrant that each of the following matters are accurate at the **contract date**:
- (a) we have full capacity to sign the **contract**, and are not under any legal disability which prevents us from doing so; and
  - (b) we are not under any form of external administration under the *Corporations Act 2001 (Cth)*.

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

- (a) subject to clause 24, we will be the registered owner of the **lot**;
- (b) the **lot** is free from encumbrances and adverse claims, except for those referred to or permitted under the **contract**, those disclosed in the **disclosure document** and the easements or interests created or implied by the **Act**, the **Resort Act** and the *Land Title Act 1994*;
- (c) the **body corporate** has no outstanding or potential liabilities other than for:
  - (i) its ordinary operating expenses;
  - (ii) insurances required by the **Act**;
  - (iii) other purposes referred to in the **contract**; and
  - (iv) any other liabilities incurred by the **body corporate** in the conduct of its affairs from **plan registration**;
- (d) no order has been made by a court for termination of the **body corporate**;
- (e) there are no unsatisfied judgments against the **body corporate**;
- (f) there are no proceedings by any person claiming an interest in the **lot**; and
- (g) there are no unsatisfied judgments or executions affecting the **lot**.
- (h) the **lot** will not be included on the Environmental Management Register or the Contaminated Land Register.

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## 15. WHAT WE MAY DO

15.1 Subject to any rights you may have under the **Act**, you agree you are not materially prejudiced by and you cannot make any **objection** or make a claim because:

- (a) subject to clause 10.3 in respect of changes to the **lot**, we change the design of or configuration of lots or buildings in the **development**;
- (b) we subdivide or amalgamate any lots in the **development** excluding the **lot**;
- (c) we make changes in the number of lots in the **development** or the size, location or lot entitlement of any lot in the **development** (including the **lot**), or in or to the common property, or any amalgamation of lots, and without limitation we may increase or decrease the number of lots in the **development** by changing the number of floors of the building in the **development**;
- (d) we make changes in the numbering of the **lot** or of any other lot or floor;
- (e) we make changes to the documents disclosed in the **disclosure document** including, without limitation, changes to the **by-laws** to grant to a lot in the **parcel** rights of exclusive use or special privilege over an area or areas of the common property in the **parcel** for any purposes we decide;
- (f) we make changes to the location of any walls, hallways or the layout of the **development**;
- (g) we transfer or incorporate any additional land into the **parcel** whether as a lot or common property;

- (h) we transfer or excise any land (whether a lot or part of the common property) out of the **parcel**;
- (i) we disclose your details shown in the **contract** to a proposed letting agent for the **parcel**;
- (j) we amend or replace material disclosed in the **disclosure document**;
- (k) any boundary of the **land** is not fenced, or any boundary fence is not upon the boundary;
- (l) the name "Marina Concourse" is not the name of the **body corporate**;
- (m) of the existence on, or passage through the **land, lot**, or any adjoining property of mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service or the overhang of eaves or drains or gutters of any other lot, or any easements or other rights for those purposes;
- (n) of any easements or other interests (other than a mortgage) noted on the **plan** or on the title of the **lot** arising under the **Act**, the **Resort Act** or the *Land Title Act 1994*;
- (o) of any easement, covenant or other right required to be given to any relevant authority or the owner of any neighbouring land or any other buyer of a lot in the **development** including an easement on terms the same or similar to that disclosed in Part B of the **disclosure document**;
- (p) of any easement benefiting or burdening the **land** or the **lot** or the common property in the **parcel** which does not materially and adversely affect the use of the **lot**;
- (q) of any encroachment on the common property in the **parcel** by improvements on neighbouring land, or vice versa;
- (r) the **body corporate** enters into any agreements or arrangements on terms that are different to those disclosed in the **contract** or **disclosure document**;
- (s) the committee of the **body corporate** holds meetings and attends to matters which are not restricted matters for the committee;
- (t) the **body corporate** becomes a party to any easements which in our opinion are required for the **development** or by adjoining land owners, provided the **lot** is not significantly adversely affected by the easements;
- (u) exclusive use or special privileges are granted over parts of the common property in the **parcel**;
- (v) we are unable to provide the type and design of the **finishes and chattels** in accordance with the **contract** provided any substitutes comply with relevant building codes and **approvals**;
- (w) the **body corporate** grants or accepts easements over part of or for the benefit of the common property in the **parcel**;
- (x) we change the terms of the **BMS** that is registered in respect of the **parcel** from those terms disclosed in the **disclosure document**;
- (y) the **body corporate** grants a lease or licence to any person over any part of the common property for any purpose or accepts a lease or licence over any property;

- (z) of any variations to the **development** provided it does not substantially and adversely affect the **lot**;
- (aa) the **body corporate** is party to a **BMS** and the land in the **parcel** is subject to the terms of the **BMS**;
- (bb) any alteration in the voting entitlement of the **body corporate** in the **Primary Thoroughfare Body Corporate**;
- (cc) any service to the **lot**, the **parcel** or the **land** being a joint service with any other land or that it passes through or over any other land or that any such service to other land passes through or over the **lot**, the **parcel** or the **land**;
- (dd) any lease, easement or other right over any of the common property of the **body corporate**, or the **Primary Thoroughfare Body Corporate** or the **Secondary Thoroughfare Body Corporate** being granted to the **council** (or another authority), the **Primary Thoroughfare Body Corporate**, the **Principal Body Corporate** or any other owner of part of the Royal Pines Resort;
- (ee) the **by-laws** are amended or repealed, notwithstanding that the Registrar of Titles has not recorded notification of an amendment or repeal of a **by-laws** on the **BUP**; or
- (ff) the existence, or passage through the **lot**, the **parcel** or any adjoining land, of pipes, wires or connections of any system or service to the **lot**, the **parcel** or adjoining property (or jointly to one or more of them) and whether or not that is protected by a registered easement or **BMS**.

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## 16. ADJUSTMENTS

16.1 Subject to clause 16.2, the **purchase price** must be adjusted according to the following:

- (a) we must pay all **outgoings** for the **lot** up to and including the **settlement date**;
- (b) you must pay all **outgoings** for the **lot** after the **settlement date**; and
- (c) the **purchase price** payable at settlement must be adjusted accordingly.

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

16.3 If we have paid **outgoings** in relation to the **land** which require an apportionment between you and us, those **outgoings** (except for land tax which is apportioned in accordance with clause 16.4), will be apportioned on the basis that the amount applicable to the **lot** is as follows:

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

where:

- a = the amount applicable to the **land**. However, if there is no separate assessment for the **land** then we may apportion an amount applicable to the **land** based on **Primary Thoroughfare Body Corporate** lot entitlements and the **parent parcel**;
- b = the lot entitlement of the **lot**; and

c = the aggregate lot entitlement of all lots created upon **plan registration**.

16.4 Subject to clause 16.6, land tax will be apportioned on the basis of the amount of land tax payable by us in relation to the **lot**. However, if there is not a separate unimproved value of the **lot**, then land tax will be apportioned on the basis that the amount applicable to the **lot** is:

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

where:-

a = the amount of land tax paid or payable by us for the **land** for the land tax year current at the **settlement date**. If there is no separate amount applicable to the **land**, then the amount reasonably determined by us based on **Primary Thoroughfare Body Corporate** lot entitlements and the amount of land tax payable for the **parent parcel**;

b = the lot entitlement for the **lot**; and

c = the aggregate lot entitlement of all lots created upon **plan registration**.

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

16.6 If the Office of State Revenue advises that it will issue a final clearance for the **lot** on payment of a specified amount and we receive that advice a reasonable time before the **settlement date**, then the amount of land tax to be apportioned will be the greater of the specified amount or the amount calculated under clause 16.4.

16.7 If we have paid the fee to the **ATO** in respect of your acquisition of the **lot** acquired under a new dwelling exemption certificate as referred to in clause 36 (*F.I.R.B Requirements*), you must pay that amount to us at settlement or an adjustment to the **purchase price** (plus any applicable **GST**).

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## 17. BREACH OF THE CONTRACT

17.1 You breach the **contract** if:

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

(b) you, being a natural person:

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

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

(c) you, being a company;

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

(ii) are ordered to be wound up;

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

(iv) resolve to go into voluntary liquidation;

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

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

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

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

- (a) sue you for damages for breach, or sue for specific performance and damages in addition to or instead of specific performance; and
- (b) recover from you as a liquidated debt any part of the **deposit** that you have failed to pay, and the amount recovered by us must be paid to the **deposit holder**.

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

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

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

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

17.6 If you fail to pay on the due date any money payable by you under the **contract**, you must pay interest at 15% per annum on the amount outstanding from (and including) the due date until (and including) the date of actual payment. Interest will be calculated and payable by you at the same rate on the amount of any judgment we obtain against you, from the date of judgment until the date of actual payment. All interest will be paid on the **settlement date** or, if settlement does not occur, on demand.

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## 18. RISK

Subject to section 64 of the *Property Law Act 1974*, the **lot** and the **finishes and chattels** specified in the relevant part of Schedule 3 are at your risk on and from the date that we give you notice of **plan registration**. However if **plan registration** has occurred at the **contract date** the risk is yours from 5.00pm on the first day after the **contract date**.

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## 19. COSTS

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

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## 20. TIME OF THE ESSENCE

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

20.2 Unless specifically stated otherwise, if you must do something under the **contract** by a certain date, you must do so by 5.00pm on that date.

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## 21. NO MERGER

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

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## 22. MISDESCRIPTIONS

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

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## 23. BODY CORPORATE NAME

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

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## 24. WE MAY ASSIGN THE LAND

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

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

- (a) signing any deed of covenant which we consider necessary;
- (b) giving notice to the **deposit holder** that the **deposit** is held for the benefit of the assignee;
- (c) if the **deposit** is secured with a bank guarantee then within 7 days of a notice from us or the assignee, replace the bank guarantee with another bank guarantee, as the case may be, on terms acceptable to the assignee; and
- (d) signing a new power of attorney in favour of the assignee.

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

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## 25. VERIFICATION THROUGH BODY CORPORATE

25.1 We authorise you and your solicitors and any person authorised in writing by you to:

- (a) apply to the **body corporate** to do any one or more of the things specified in Section 40(1) of the **Act**; and
- (b) apply to any insurer under any policy of insurance effected by the **body corporate** for a certificate of currency in relation to that policy.

25.2 We are not obliged to provide a certificate to you under section 40(1)(c) of the **Act**.

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## 26. PAYMENTS BY YOU

- 26.1 Any money that you are required to pay to us under the **contract** must be paid by bank cheque, made payable to us or as notified by us or our solicitors.
- 26.2 Despite any other provision of this **contract**, a reference to a bank cheque in clause 26.1:
- (a) includes a cheque drawn by a building society or credit union on itself; and
  - (b) does not include a cheque drawn by a building society or credit union on a bank.
- 26.3 We are not obliged to accept a cheque referred to in clause 26.2(b).
- 26.4 For the purposes of this clause “bank” means a bank as defined by Section 5 of the *Banking Act 1959* (Cth), or a bank constituted under the law of a State.

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## 27. DEVELOPMENT CONTROLS AND MANAGEMENT ARRANGEMENTS

- 27.1 After **plan registration** we may cause the **body corporate** to do any or all of the following:
- (a) hold its first general meeting and appoint a chairperson, secretary and treasurer at that meeting;
  - (b) engage a body corporate manager for the **body corporate** and enter into an agreement with any person on terms the same as or similar to the proposed administration agreement in the **disclosure document**;
  - (c) engage a contractor and enter into a caretaking agreement with any person on terms the same as or similar to the proposed caretaking agreement in the **disclosure document**;
  - (d) authorise a letting agent and enter into a letting agreement with any person on terms the same as or similar to the proposed letting agreement in the **disclosure document**;
  - (e) enter into any agreement required to be entered into with the **council** pursuant to the decision notice that relates to the **land** and/or the **development**;
  - (f) enter into a caretaking agreement and/or a letting agreement (on one or more occasions) with any person (including us) on terms the same as or similar to the proposed caretaking agreement and/or letting agreement in the **disclosure document** for an interim period (or periods) that may be less than 12 months;
  - (g) enter into an agreement with a supplier, administrator or manager of utility services (including water and electricity) to the **parcel** or the **lot** or the **body corporate**;
  - (h) enter into a document to vary, extinguish or partially extinguish a **BMS** that affects the **parcel**;
  - (i) enter into an arrangement to hire purchase and/or lease (or any similar type of arrangements) assets of the **body corporate**;
  - (j) do what is needed for the **body corporate** to replace us and take the transfer and burden of the Contribution and Access Licence Agreements which may be pursuant to the draft deeds of assignment disclosed in the **disclosure document**;
  - (k) do anything else that we are permitted to cause the **body corporate** to do under the **contract**.

- 27.2 To remove any doubt, we are not obliged to do any of the things in clause 27.1, and if we do not, you cannot make any **objection**.
- 27.3 We may sell the rights to be the caretaker and/or letting agent of the **parcel** and we may receive money or other consideration in return. Subject to the **Act**, the **body corporate** will not receive or be entitled to any of the money or other consideration we receive upon the sale of such rights. You will not make any **objection** as a result of this and you agree to release us from any claim (including a claim by the **body corporate**) as a result of this.

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## 28. POWER OF ATTORNEY

- 28.1 From settlement of the **contract**, you irrevocably and for valuable consideration, give us and each of our directors a power of attorney to act for you as your attorney to do all things that you may do relating to the **BMS** registered on the title to the **lot** and all meetings of the **body corporate** or the committee of the **body corporate**.
- 28.2 To further our rights under clause 28.1, you must on or before the **settlement date** deliver to us the form of power of attorney contained in Schedule 5 of the **contract**, signed by you. You authorise us or the attorney to date and/or complete any blank spaces in the power of attorney document.
- 28.3 The appointment of power of attorney will be for a period of two (2) years from the date of **plan registration**, or the date upon which we cease to be the proprietor of any lot in the **plan**.
- 28.4 You authorise us to exercise the power of attorney in your place even if you attend a meeting or attempt to vote yourself.
- 28.5 You authorise us to exercise the power of attorney in your place to sign any document that is required for an amendment, extinguishment or partial extinguishment of a **BMS** that affects the **lot** or the common property of the **body corporate**.
- 28.6 While the power of attorney remains in force:
- (a) you agree not to sell, transfer or assign the **lot** or assign your interest in the **contract** except to a purchaser, transferee or assignee who first covenants in our favour to observe this clause and grant us a power of attorney in accordance with this clause; and
  - (b) you agree to obtain a similar covenant from any subsequent purchaser or assignee in our favour to observe this clause.
- 28.7 While the power of attorney is in force you must not:
- (a) revoke the power of attorney; or
  - (b) grant any other power of attorney to any other person or entity, in relation to the **lot** or the **body corporate**.
- 28.8 If we exercise our rights under clause 24 you agree that we can assign the power of attorney.

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## 29. APPROVALS AND CONDITIONS

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

- (a) any **approval** is not given, or is withdrawn, changed, suspended or declared invalid;
- (b) any **approval** is subject to a condition that we are unable to comply with, or are unwilling to comply with, or are dissatisfied with (in the last two cases because, in our opinion, complying with the condition may prevent or hinder or delay the profitable settlement and/or disposal of the **development** or any part of it);
- (c) we form the opinion that **plan registration** will not be achieved by the **sunset date**;
- (d) being a natural person, you die;
- (e) if in our opinion market, economic or site conditions become unfavourable;
- (f) building costs rise and exceed the amount expected in our feasibility; or
- (g) we are unable to register a document in the Queensland Land Registry that we have contemplated under this **contract** or the **disclosure document** and which we require for the purposes of the **development**.

29.2 Clause 29.1 is for our exclusive benefit and we may waive the benefit of it (in whole or part) by written notice to you.

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### 30. ENTIRE AGREEMENT

- 30.1 The **contract** sets out the entire agreement between you and us, and supersedes all prior negotiations.
- 30.2 You warrant that you have not relied on any statement made by us (other than one contained in the **contract**), nor any real estate agent or other consultant appointed by us, and that you have signed the **contract** after making your own investigations and enquiries. You agree that you do not have any right to make any **objection** on the ground of any such alleged statement.
- 30.3 In particular, you warrant that you have not relied on any artist's impression, model, display unit, plans, sketches, specifications or sales aid of any description (other than as contained in the **contract**) and you agree that you do not have any right to make any **objection** on the ground of any such alleged reliance.
- 30.4 You agree that no real estate agent or other consultant appointed by us has authority to change or waive any term of the **contract**, except our solicitors.
- 30.5 You warrant to us that your solicitor or agent has your authority to make changes to the **contract** on your behalf.
- 30.6 You agree that amendments to the **contract** are enforceable against us only if they have been accepted by us through notice in writing from us or our solicitors or if they are made to the Sale Details, Sale Conditions or as set out in the Special Conditions in Schedule 6 and have been initialled by us.
- 30.7 If anything in the **contract** is:-
  - (a) unenforceable, illegal or void; or
  - (b) makes the **contract** unenforceable illegal or void;

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

- 30.8 If it is held by a court that part of the **contract** is:
- (a) void, voidable, illegal or unenforceable; or
  - (b) makes the **contract** void, voidable, illegal or unenforceable;
- that part will be severed from this **contract**.

---

### 31. DISPLAY UNITS AND SIGNS

- 31.1 You must not make any **objection** against our efforts to sell and/or lease lots in the **development**, either before or after the **settlement date**.
- 31.2 In particular, we may:
- (a) establish and maintain display units;
  - (b) display signs;
  - (c) use the common property of the **parcel**; and
  - (d) have uninterrupted access to the **development** between 9.00am and 5.00pm on each day.
- 31.3 In exercising our rights under this clause, we must at all times give reasonable consideration to your convenience and comfort

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### 32. STATEMENTS REQUIRED BY LAW

- 32.1 You warrant that, before you signed the **contract** you received a completed and signed statement under section 49 of the **Act**.
- 32.2 You agree that we relied upon the representation and warranty made in clause 32.1 in deciding to enter into the **contract**. If the warranty is incorrect, we may suffer damage or loss and may exercise our rights under clause 17 on the basis that a breach of the warranty in clause 32.1 is a breach by you of the **contract**.

---

### 33. FINANCE

- 33.1 If all of the details in **Item 13** of the **contract** are completed, this **contract** is conditional on you obtaining approval of a loan for the **finance amount** from the **financier** by the **finance approval date** on terms satisfactory to you (acting reasonably). You must take all reasonable steps to obtain approval.
- 33.2 You must give us notice that:
- (a) approval has not been obtained by the **finance approval date** and the **contract** is terminated; or
  - (b) the finance condition in clause 33.1 has been either satisfied or waived by you.
- 33.3 We may terminate the **contract** by notice to you if you do not give us notice under clause 33.2 by 5.00pm on the **finance approval date**. This is our only remedy for your failure to give notice.
- 33.4 Our right under clause 33.3 is subject to your continuing right to terminate the **contract** under clause 33.2 or waive the benefit of this clause by giving written notice to us of the waiver.

---

### 34. CAVEAT AND SETTLEMENT NOTICE

34.1 You:-

- (a) must not lodge a caveat affecting the **land** (or any part of it) or the **lot**; and
- (b) you must ensure that your **financier** or any other person on your behalf complies with this clause 34.1.

34.2 You:

- (a) must not lodge a settlement notice under the *Land Title Act 1994* over the **lot** until after we give you notice of **plan registration** under clause 11.1; and
- (b) must not lodge a settlement notice over any other part of the **land** (other than the **lot**); and
- (c) must ensure your **financier** or any other person acting on your behalf complies with this clause 34.2.

---

### 35. INSTALMENT CONTRACT

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

- (a) granting a mortgage or charge over the **land** or the **lot**; and
- (b) selling the **land** or the **parent parcel** under clause 24.

---

### 36. F.I.R.B. REQUIREMENTS

36.1 If you have indicated in **Item 5** that you are not a foreign person, or there is no indication in **Item 5**, you warrant that you are not a “foreign person” within the meaning of the provisions of the *Foreign Acquisitions and Takeovers Act 1975*.

36.2 If you have indicated in **Item 5** that you are a foreign person (and if you are in fact a “foreign person” within the meaning of the provisions of the *Foreign Acquisitions and Takeovers Act 1975*) and we have not obtained a new dwelling exemption certificate in relation to the **development**, the following subclauses apply:

- (a) this **contract** is conditional upon you obtaining confirmation in writing from the Foreign Investment Review Board (“FIRB”) that the Commonwealth Treasurer (“the Treasurer”) has no objection to you acquiring the **lot** on or before the date that is 30 days after the **contract date** or 7 days before the **settlement date** (whichever is the earlier) (“FIRB Approval Date”) failing which either party may terminate this **contract** by written notice to the other in which case this **contract** will be at an end, the **deposit** refunded and neither party will have any claim against the other apart from any rights either of the parties will have against the other as a result of any breach of this **contract**;
- (b) you must make a complete application in the approved form as soon as reasonably practicable (but in any event within 7 days of the **contract date**) and give us a copy of the application if we ask for it and use your best endeavours to obtain confirmation in writing that the Treasurer has no objection to you acquiring the **lot** and you must advise us or our solicitors in writing within 2 **business days** of the FIRB Approval Date of the decision of the FIRB in respect of your application failing which we may terminate this **contract** by written notice to you in which case this **contract** will be at an end, the **deposit** refunded and neither party will have any claim against the other

apart from any rights either of the parties will have against the other as a result of any breach of this **contract**; and

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

36.3 If you have indicated in **Item 5** that you are a foreign person (and if you are in fact a “foreign person” within the meaning of the provisions of the *Foreign Acquisitions and Takeovers Act 1975*) and we have obtained a new dwelling exemption certificate approval from the FIRB and is attached to this **contract** in Schedule 7, then the following subclauses apply:

- (a) this **contract** is not conditional upon you obtaining confirmation in writing from the FIRB that the Treasurer has no objection to you acquiring the **lot** and the previous subclauses 36.2(a)-(c) do not apply;
- (b) we are not obliged to pay the relevant fee to the **ATO** unless:-
  - (i) this **contract** is not conditional upon finance approval; or
  - (ii) if this **contract** is conditional on finance approval, after the finance condition has been satisfied or waived,

and any fee paid by us must be paid by you, by way of adjustment to the **purchase price** at settlement; and

- (c) if this **contract** comes to an end (not due to our default), and we have paid the fee to the **ATO**, we may recover from you the amount of the fee paid by us. In such case, the **deposit holder** is authorised and directed to deduct such fee from the **deposit** to be refunded to you and pay that amount to us. If the fee cannot be recovered from the **deposit**, we may recover the amount of the fee from you as a liquidated debt payable on demand.

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

- (a) your full name and address, and whether you are a foreign person;
- (b) if you are a company, the full names and addresses of each director and shareholder, and whether they are foreign persons; and
- (c) if you are a trustee, the full names and addresses of each principal beneficiary of the trust, and whether they are foreign persons,

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

36.5 If any of the details referred to in clause 36.4 change, you must give us written notice of the change within 14 days.

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

---

## 37. SERVICE OF NOTICES

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

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

- (a) giving it to the party personally;
- (b) posting, delivering or faxing it to the address or facsimile number of the party shown in the Sale Details; or
- (c) posting, delivering or faxing it to the party's solicitors.

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

37.4 A notice must be treated as received:

- (a) if sent by post, unless there is evidence of earlier delivery, on the 2nd **business day** after it was posted;
- (b) if otherwise delivered, upon delivery; or
- (c) if sent by facsimile, on production of a transmission report by the machine from which the fax was sent, indicating that the fax was successfully sent in its entirety but if a fax is sent on a day which is not a **business day** or after 5.00pm on a **business day**, it is deemed to have been received on the next **business day**.

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

37.6 A notice sent or delivered in a manner provided by this clause 37 must be treated as validly given to and received by the party to which it is addressed even if:

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

---

## 38. EXCLUSIVE USE AREAS

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

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

38.3 You will make no **objection** if the amendment to the **by-laws** which contains the authorised allocation of the relevant area referred to in **Item 12**, has not been registered by the **settlement date**, provided a notification has been given by us to the **body corporate** of the allocation. In such case, we must still take all reasonable efforts to have the change in **by-laws** registered as soon as practicable by the **body corporate**.

---

## 39. PROPOSED BUDGET

39.1 We have obtained an estimate of the costs of the management and administration of the **body corporate** for the first year after **plan registration**. The proposed budget contained in the **disclosure document** is an estimate only. Other than in respect of rights you may have

under the **Act**, you will make no **objection** where the actual expenditure differs from the proposed budget due to matters beyond our control such as (without limitation) increases in taxes or changes in law or timing of stages of the **development**.

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

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**40. QUEENSLAND LAW APPLIES**

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

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**41. SATURDAYS, SUNDAYS, PUBLIC HOLIDAYS**

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

---

**42. WE MAY SIGN BY ATTORNEY**

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

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**43. GUARANTOR**

- 43.1 Each **guarantor**:

- (a) confirms his request for us to enter into the **contract** with you;
- (b) accepts all obligations specified in the **contract**;
- (c) agrees to be bound as a party to the **contract**;
- (d) guarantees to us that you will comply with the **contract**; and
- (e) signs the **contract** as a deed.

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

- 43.3 The **guarantor** is liable:

- (a) even if we do not sue you or do not enforce all of our rights against you, or we delay in doing so;
- (b) even if the **contract** is varied;
- (c) even after the **contract** is terminated;
- (d) even if a **guarantor** has not signed the **contract**;
- (e) even if we have breached the **contract**;
- (f) even after we have assigned our rights under the **contract**;
- (g) even if you, being a company, are or become subject to any form of external administration referred to in the *Corporations Act 2001 (Cth)* and enter into a compromise or arrangement with any of your creditors, or both;

- (h) even if we have given a concession to you or to any other **guarantor** or to any other person;
  - (i) even if we enter into any agreement, composition of compromise relating to this **contract** between you and us or any other person;
  - (j) even if this **contract** is disclaimed following your insolvency; or
  - (k) even if we cannot enforce our rights against you under this **contract**.
- 43.4 If you die or become incompetent or insolvent, we have your authority to claim or prove on your behalf for all money owed, owing, or contingently owed or owing under the **contract** or guarantee contained in the **contract**.
- 43.5 We may recover from the **guarantor** all our costs, including legal costs on a full indemnity basis in enforcing this guarantee and the **contract**.
- 43.6 The **guarantor** indemnifies us against any liability, loss and costs incurred by us resulting from your breach of the **contract**. The indemnity contained in this clause is independent of and in addition to the guarantee given under clauses 43.1 to 43.4.
- 43.7 If we exercise our rights of assignment under clause 24, we may also assign the benefit of all of the **guarantor's** obligations in this clause.
- 43.8 The **contract** is binding on you and us even if the **guarantor** does not sign the **contract**, but in that case we may end the **contract** by giving you written notice, at any time until the **guarantor** has signed the **contract**.
- 43.9 A **guarantor's** liability under this guarantee is not prejudiced, affected or discharged by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of your rights or those of a co-guarantor.
- 43.10 The **guarantor** is not entering into the **contract** as a result of any representation, promise or statement by us or anyone on our behalf that is not contained in this **contract** and clauses 30.2 and 30.3 apply with appropriate changes to the **guarantor**.
- 43.11 A **guarantor** who is a trustee is bound both personally and in their capacity as a trustee. A **guarantor** means and includes the **guarantor's** successors as trustee of the trust and any co-trustees. A trust means any trust of which the **guarantor** is trustee whether the existence of the trust is disclosed to us or not.
- 43.12 Each **guarantor** warrants to us that:
- (a) it has full power and authority to enter into and perform its obligations under this **contract**;
  - (b) it has taken all necessary action to authorise the execution and delivery of this **contract** and the performance of its obligations in accordance with the terms of this **contract**; and
  - (c) this **contract** and the transactions under it do not contravene:
    - (i) any of its obligations or undertaking by which it or any of its assets are bound; or
    - (ii) if it is a corporation, its constitution or other constituent documents.

---

#### 44. GST

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

44.2 You and we agree that:

- (a) the **purchase price** is inclusive of **GST** but all other payments (including any adjustments made under clause 16) have been calculated without regard to **GST**;
- (b) any adjustments to the **purchase price**, pursuant to clause 16, are exclusive of **GST**;
- (c) if the whole or any part of any payment other than the **purchase price** is the consideration for a taxable supply for which the payee is liable to **GST** (including any adjustments made under clause 16), the payer must pay to the payee an additional amount equal to the **GST** amount, either concurrently with the payment or as otherwise agreed in writing between the payer and the payee;
- (d) any reference to a cost or expense in this **contract** excludes any amount in respect of **GST** forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an input tax credit; and
- (e) the payer will pay to the payee on demand any interest, penalties, fines or other charges to the extent that they arise from the payer's failure to make a payment when due under the **contract**.

44.3 This clause will not merge on settlement.

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#### 45. APPROVED SAFETY SWITCH

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

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#### 46. APPROVED SMOKE ALARM

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

---

#### 47. TRUSTEE

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

47.2 You warrant to us that:

- (a) you are the sole trustee under the relevant trust and have been appointed validly;
- (b) you possess unqualified power under the trust to enter into this **contract** and to complete the purchase of the **lot**; and
- (c) any consent, **approval** or resolution necessary to enable you to enter into and discharge your obligations under this **contract** has been obtained or passed.

47.3 You must not without our consent:

- (a) do anything to prejudice or diminish any right of indemnity you have under the trust;
- (b) allow the amendment, revocation, winding up or termination of the trust;

- (c) resign or retire or do anything to allow the removal of you as the trustee of the trust;
- (d) appoint a new or additional trustee of the trust; or
- (e) accelerate the vesting date of the trust.

#### 47.4 Warranties by You

You warrant to us that:

- (a) you have full power and authority to enter into and perform your obligations under this **contract**;
- (b) you have taken all necessary action to authorise the execution and delivery of this **contract** and the performance of your obligations in accordance with the terms of this **contract**; and
- (c) this **contract** and the transactions under it do not contravene:
  - (i) any of your obligations or undertaking by which you or any of your assets are bound; or
  - (ii) if you are a corporation, your constitution or other constituent documents.

---

### 48. PRIVACY

#### 48.1 You agree and consent to:

- (a) us collecting information in connection with this **contract** (including your name, address, telephone number, address of the property and purchase price) and storing that information on a data base maintained by us or our related entities;
- (b) us or our related entities using the information we collect to contact you in relation to the **development** or any other project we or our related entities undertake or propose to undertake; and
- (c) us or our related entities sharing the information we collect with any person involved in connection with a project that we or our related entities are involved in (for example project partners, financiers, management rights/hotel/resort operators, letting agents and furniture suppliers).

#### 48.2 You will not make any **objection** to any of the matters referred to in this clause 48.

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### 49. SPECIAL CONDITIONS

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

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### 50. CARRARA STADIUM

#### 50.1 You acknowledge that:

- (a) the **lot** is located near Carrara Stadium;
- (b) it is a **council** requirement that:
  - (i) all residential use 'Multi Unit Buildings' fronting the Nerang River within the **marina precinct** shall be designed to ensure that the impact of light and noise

from the Carrara Stadium is maintained to levels acceptable to the satisfaction of the Chief Executive Officer of the **council**;

- (ii) detailed designs are to be submitted and approved by the Chief Executive Officer of the **council** prior to the **council** issuing any **approvals** to permit the carrying out of any building work in relation to residential use 'Multi Unit Buildings' fronting the Nerang River within the **marina precinct**;
  - (iii) for all future residential use lots within the **marina precinct** which are affected by light and or noise levels from Carrara Stadium ("**Affected Lots**") a **management plan** must be prepared for those lots detailing the appropriate measures to be taken to mitigate the identified adverse impacts of light and noise from the Carrara Stadium;
  - (iv) the **management plan** recommends specific building measures to be implemented at the time of construction and to be maintained for the duration of the residential use in respect of the **Affected Lots**;
  - (v) you must abide by the recommendations contained in the **management plan**; and
  - (vi) to ensure ongoing compliance with the **management plan**, particularly by subsequent owners, all **Affected Lots** will be subject to a registered covenant under Section 97A(b) of *Land Title Act 1994*. The **covenant** will be in a form approved by **council** and includes the specific obligations recommended by the **management plan** for the **Affected Lots** detailing the measures required to be undertaken and maintained to mitigate the adverse impacts of light and noise from the Carrara Stadium.
- (c) we and our consultants have prepared the **management plan**;
- (d) the **lot** is an **Affected Lot** and will be subject to the **covenant** and the **management plan** at the time of settlement;
- (e) you or other occupiers of the **lot** may suffer nuisance disturbance by virtue of, but not necessarily limited to:
- (i) noise emanating from Carrara Stadium; and
  - (ii) light emanating from Carrara Stadium; and
- (f) the **acoustic report** and the **lighting report** are contained in the **disclosure document**.

50.2 You:

- (a) accept and acknowledge the contents of the **acoustic report** and the **lighting report** and agree to be bound by the **covenant** and the **management plan** which gives effect to the **acoustic report** and the **lighting report**;
- (b) must not object to:
  - (i) any such nuisance;
  - (ii) the **covenant** being registered over the **lot**; or
  - (iii) the fact that the **lot** is an **Affected Lot** (whether to us, **council** or any other body or authority, including any body corporate);

- (c) must ensure that any other person who is the occupier of the **lot** at a relevant time does not do so;
- (d) must not dispose of the **lot** or any share or interest in the **lot** without first obtaining from the disponee, and delivering to us, a deed (in terms acceptable to us) by which the disponee covenants with us in the same terms as this clause 50, including this clause 50.2; and
- (e) indemnify us against any claim, demand or proceeding made or instituted against, loss or damage suffered and costs and expenses incurred by us as a result, directly or indirectly, of breach by you of any of your obligation, positive or negative, under this clause.

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## 51. LOCAL LAW 17 - WORKS IN WATERWAY AREA

51.1 This clause applies if the **lot** is a **relevant lot**.

51.2 If the **lot** is a **relevant lot**, this **contract** is a contract to which section 15 of the **Local Law** applies.

51.3 For the purposes of section 15(2)(b) of the **Local Law**, the actual specified work that is completely or partially situated on or which is connected to the **lot** consists of revetment walls, rocks, pylons, rock protection, embankments, landscape works, stormwater utility infrastructure, soil, drainage, a marina loch and any other structure or works designed to be exposed in whole or in part to water, are completely or partially situated on, or are connected to:

- (i) that part of the **land**, which is or will become common property of the **body corporate**, adjoining or near to the Nerang River or the **marina basin** (and includes that part of the **land** which is or will become common property of the **body corporate**, which may be separated from the Nerang River by land owned by the **Primary Thoroughfare Body Corporate**); and

- (ii) the **lot** where the **lot** adjoins the Nerang River or the **marina basin**;

- (b) under the **Local Law** a person who is a 'Responsible Person' for the actual specified work is, at that person's cost, required to 'maintain' and keep the actual specified work in:

- (i) a safe condition; and

- (ii) good working order, repair and condition, including so that the actual specified work can continue to perform its intended function;

51.4 if the actual specified work referred to in this clause is incomplete, inaccurate or we wish to add or delete information from the actual specified work (including the inclusion or deletion of a notice from the **council**), we may do so by giving notice to you before settlement and the actual specified work referred to, and this clause, shall be deemed amended according to our notice to you.

51.5 As far as we are aware, there is no outstanding notice issued by the **council** under the **Local Law** in relation to any actual specified work.

51.6 This clause was inserted to comply with the **Local Law**. Without limiting the effect of the **Local Law**, any breach of this clause by us or inaccuracy in the actual specified work referred to in this clause, shall not allow you to delay settlement, make a claim against us or terminate the **contract**.

**SCHEDULE 1**  
**BUILDING UNITS PLAN**  
(may not be to scale)

**Building Units and Group Titles Plan**

Form 1 Version1

**Dealing Number**

The Privacy Statement  
Information from this form is collected under the authority of the Building Unit and Group  
Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act  
1994 and the Local Government Act 1993 and is used for the purpose of maintaining the  
publicly searchable registers in the land registry

**(B) Lodger**

(include name, address and phone number)

**1. Name of Building**

MARINA CONCOURSE

**2. Plan Type**

Building Units Plan No.

**3. Name and address of Registered Owner**

WHITTSVILLA Pty Ltd ACN 128 716 549  
PO Box 1301  
Surfers Paradise Q 4217

**4. Lot on Plan Description**

County

Parish

Title Reference

Ward

Nerang

Local Authority: Council of the City of Gold Coast

**5. Name of Body Corporate and address at which documents may be served**

The Proprietors : MARINA CONCOURSE

Building Units Plan No

Address C/- Stewart Silver King & Burns  
PO Box 8319  
GCMC QLD 9726

**6. Signature of Registered Owner**

**7. Execution by Local Government**

COUNCIL OF THE CITY OF GOLD COAST

Registered

Registrar of Titles

**LOT ALLOCATION**

Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
			1 - 112 & CP	-	-

**MORTGAGE ALLOCATIONS**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered

**ENCUMBRANCE EASEMENT ALLOCATIONS**

Easement	Lots to be Encumbered
(Emt A on SP289999)	Common Property

**PORTION ALLOCATION**

Lots	Orig Portion
1 - 112 & CP	Por 31

Passed and Endorsed:

By: RPS AUSTRALIA EAST PTY LTD  
ACN 140 292 762

Date:

Signed:

Designation: Cadastral Surveyor

SURVEYORS REFERENCE: 8500 / BJB

LOCALITY: BENOWA

**Building Units and Group Titles Plan**

Form 2 Version 1

**1. Name of Building** **MARINA CONCOURSE**

**2. Plan Type**  
Building Units Plan No.

**3. Certificate of Body Corporate**  
The Proprietors (insert name of building or parcel) Group Titles Plan No. \_\_\_\_\_, pursuant to s.10(1) and 10(6)(b) of the *Building Units and Group Titles Act 1980* certify that by a resolution without dissent, approved the resubdivision of common property lots and common property and agreed to each proposed lot entitlement and the proposed aggregate lot entitlement shown in the schedule in the plan of resubdivision.  
The Common seal of The Proprietors (insert name of building/parcel)  
Building Units/Group Titles Plan No. \_\_\_\_\_ was affixed on the (Insert day) Day of (Insert Month/Year)  
\_\_\_\_\_  
\*Members of Committee/Body Corporate Manager

(Must be completed for Building Unit Plans; Building Units Plan of Resubdivision, Group Titles Plans; Group Titles Plans of Resubdivision)

**4. Surveyors Certificate**  
RPS AUSTRALIA EAST PTY LTD (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by \_\_\_\_\_, for whose work the corporation accepts responsibility and that the plan is accurate, that the said survey was performed in accordance with *The Survey and Mapping Infrastructure Act 2003* and *Surveyors Act 2003* and associated Regulations and Standards and that the said survey was completed on \_\_\_\_\_  
Dated this \_\_\_\_\_ Day of \_\_\_\_\_

**#5. Certificate**  
I certify that the \*building units/\*building units plan of resubdivision has been substantially completed in accordance with plans and specifications approved by Council of the City of Gold Coast or a designated officer of Gold Coast City Council  
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signed \_\_\_\_\_  
Designation: \*Architect/\*Building Surveyor/\*Building Inspector

**6. Local Government**  
Council of the City of Gold Coast hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan has been approved by the Council of the City of Gold Coast and that all the requirements of the Sustainable Planning Act 2009, as modified by the *Building Units and Group Titles Act 1980* and the *Integrated Resort Development Act 1987*, have been complied with in regard to the subdivision.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_

**7. Execution Local Government** *Council of the City of Gold Coast*

**Privacy Statement**  
The information from this form is collected under the authority of the *Building Unit and Group Title Act 1980*, the *Valuation of Land Act 1944*, the *Land Tax Act 1945*, the *Land Titles Act 1994* and the *Local Government Act 1993* and is used for the purpose of maintaining the publicly searchable registers in the land registry

Building Units and Group Titles Plan

Form 3 Version 1

1. Name of Building **MARINA CONCOURSE**

2. Plan Type  
 Building Units Plan No.

#3. Valuation Certificate  
 of \_\_\_\_\_ registered valuer, certify that it is my opinion that the following table represents the proportionate lot entitlements for the lots in the scheme.

Lot (Insert lot)	Unimproved value (Insert value)	Lot Entitlement (Insert entitle.)	Lot (Insert lot)	Unimproved Value (Insert value)	Lot Entitlement (Insert entitle.)
Aggregate	(Total)	(Total)	Aggregate	(Total)	(Total)

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
 Signed Registered Valuer \_\_\_\_\_

#4. Schedule of Lot Entitlements

Lot No. (Insert lot)	Lot Entitlements (Insert entitle.)	Level (Insert)	Lot No. (Insert lot)	Lot Entitlements (Insert entitle.)	Level (Insert)	Lot No. (Insert lot)	Lot Entitlements (Insert entitle.)	Level (Insert)
1	1	B	39	1	F	75	1	D
2	1	B	40	1	F	76	1	D
3	1	B	41	1	F	77	1	D
4	1	B	42	1	F	78	1	D
5	1	B	43	1	F	79	1	D
6	1	B	44	1	F	80	1	D
7	1	B	45	1	F	81	1	D
8	1	B	46	1	F	82	1	D
9	1	C	47	1	F	83	1	D
10	1	C	48	1	F	84	1	D
11	1	C	49	1	G	85	1	E
12	1	C	50	1	G	86	1	E
13	1	C	51	1	G	87	1	E
14	1	C	52	1	G	88	1	E
15	1	C	53	1	G	89	1	E
16	1	C	54	1	G	90	1	E
17	1	C	55	1	G	91	1	E
18	1	C	56	1	G	92	1	E
19	1	D	57	1	B	93	1	E
20	1	D	58	1	B	94	1	E
21	1	D	59	1	B	95	1	F
22	1	D	60	1	B	96	1	F
23	1	D	61	1	B	97	1	F
24	1	D	62	1	B	98	1	F
25	1	D	63	1	B	99	1	F
26	1	D	64	1	B	100	1	F
27	1	D	65	1	B	101	1	F
28	1	D	66	1	C	102	1	F
29	1	E	67	1	C	103	1	F
30	1	E	68	1	C	104	1	F
31	1	E	69	1	C	105	1	G
32	1	E	70	1	C	106	1	G
33	1	E	71	1	C	107	1	G
34	1	E	72	1	C	108	1	G
35	1	E	73	1	C	109	1	G
36	1	E	74	1	C	110	1	G
37	1	E				111	1	G
38	1	E				112	1	G
Aggregate	(Total)	(Total)	Aggregate	(Total)	(Total)	Aggregate	(Total) 112	(Total)

5. Execution by Local Government  
 Council of the City of Gold Coast

6. Signature of Registered Owner

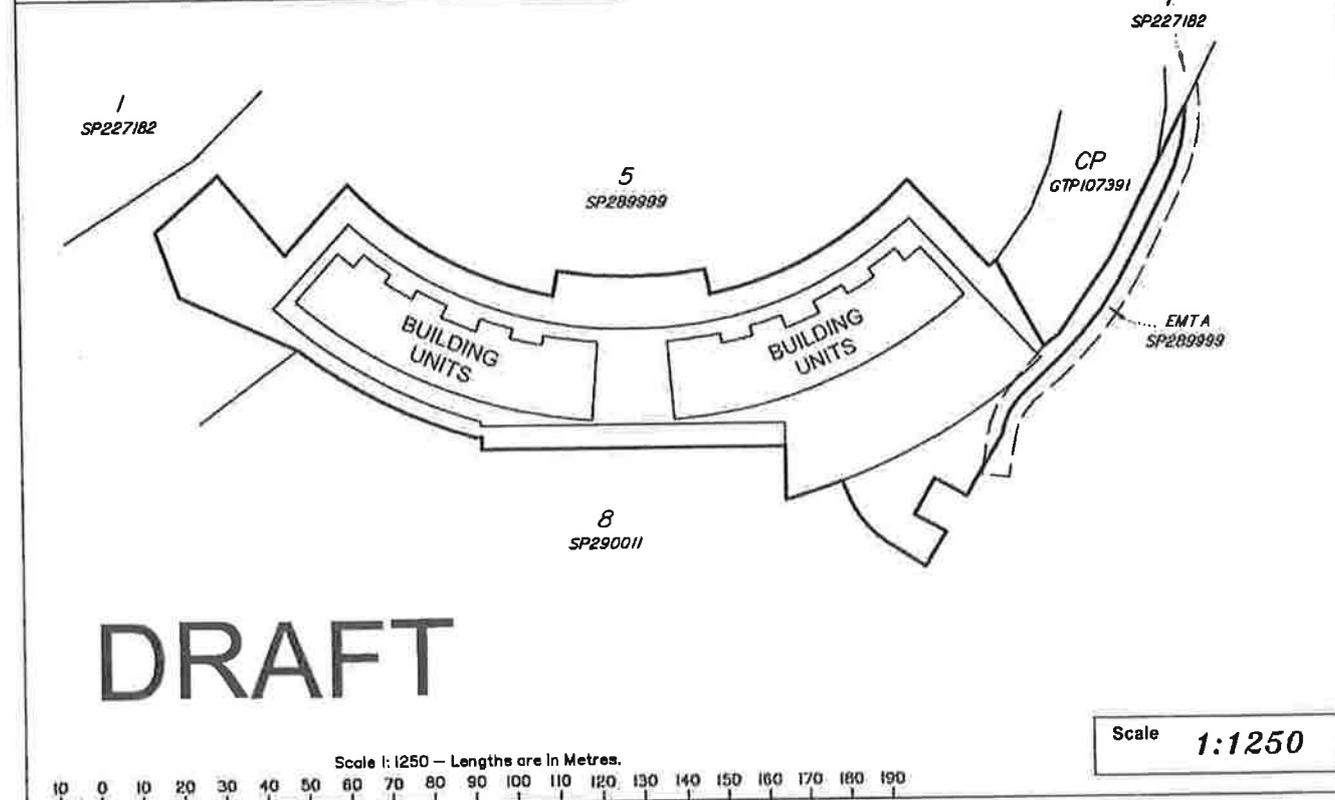
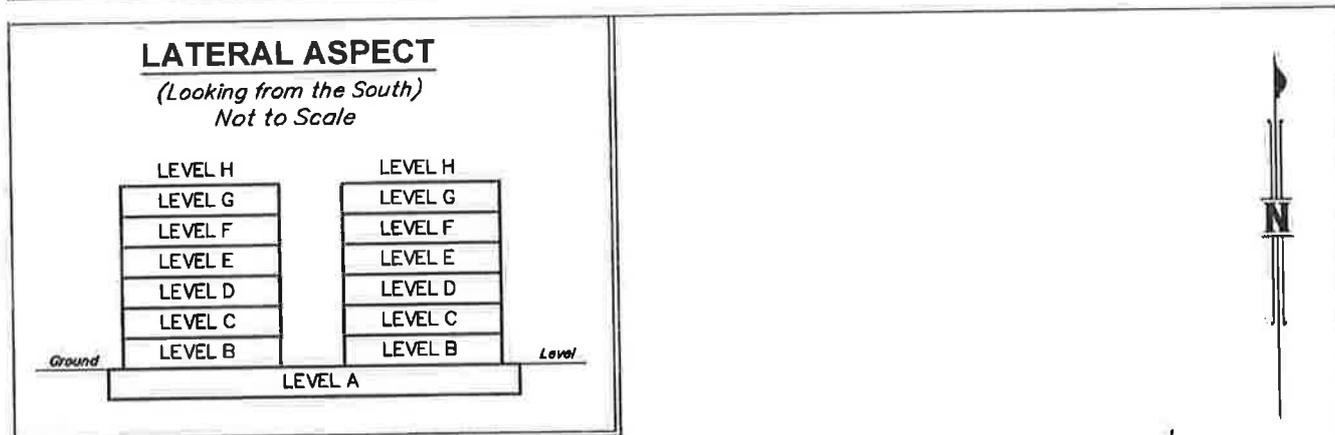
Privacy Statement  
 The information from this form is collected under the authority of the Building Unit and Group Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry

Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building **MARINA CONCOURSE**

2. Plan Type **BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(insert name)

4. Signature of \*Registered Owner

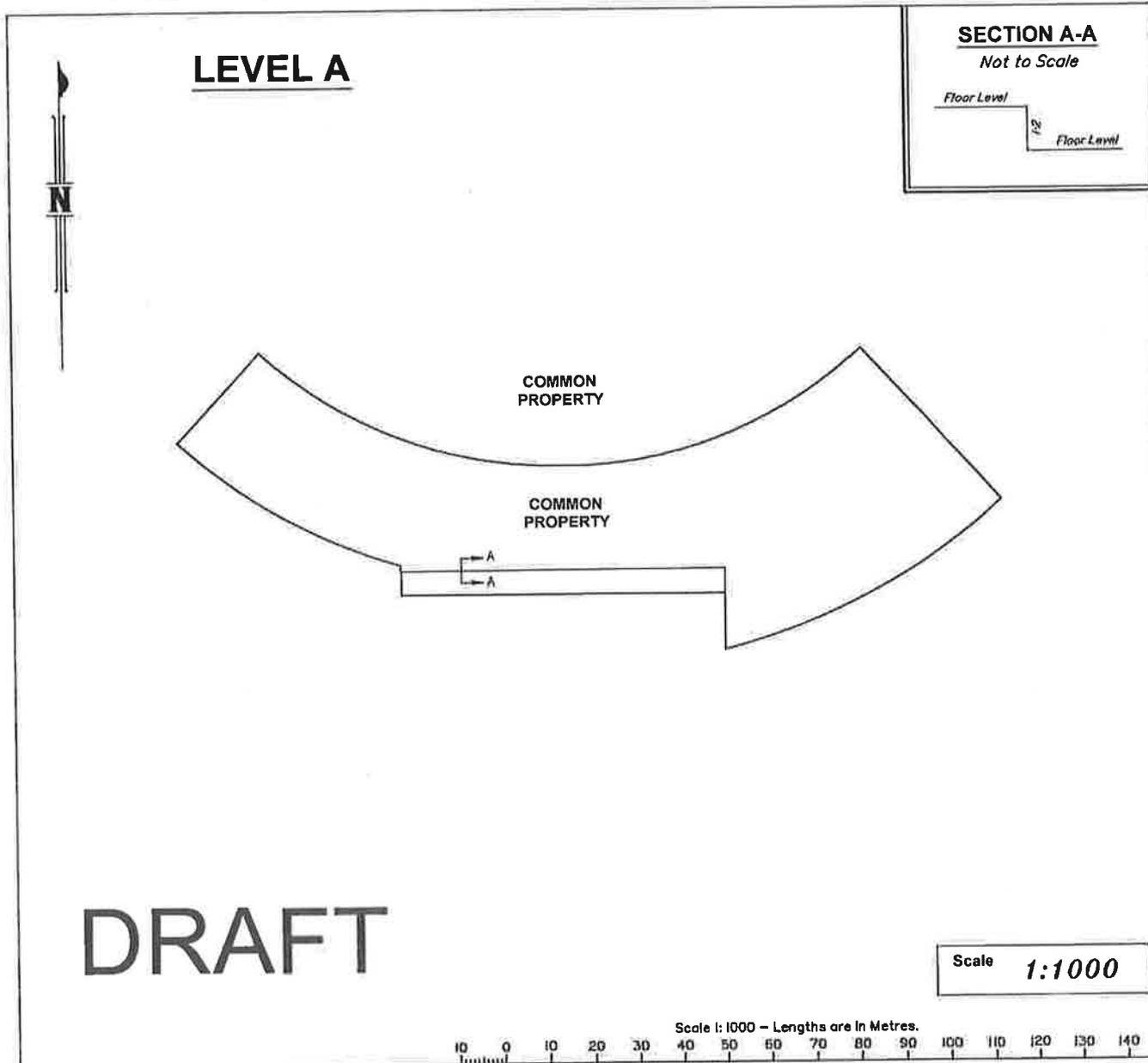
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Privacy Statement  
The information from this form is collected under the authority of the Building Unit and Group Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1992 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building **MARINA CONCOURSE**

2. Plan Type **BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement

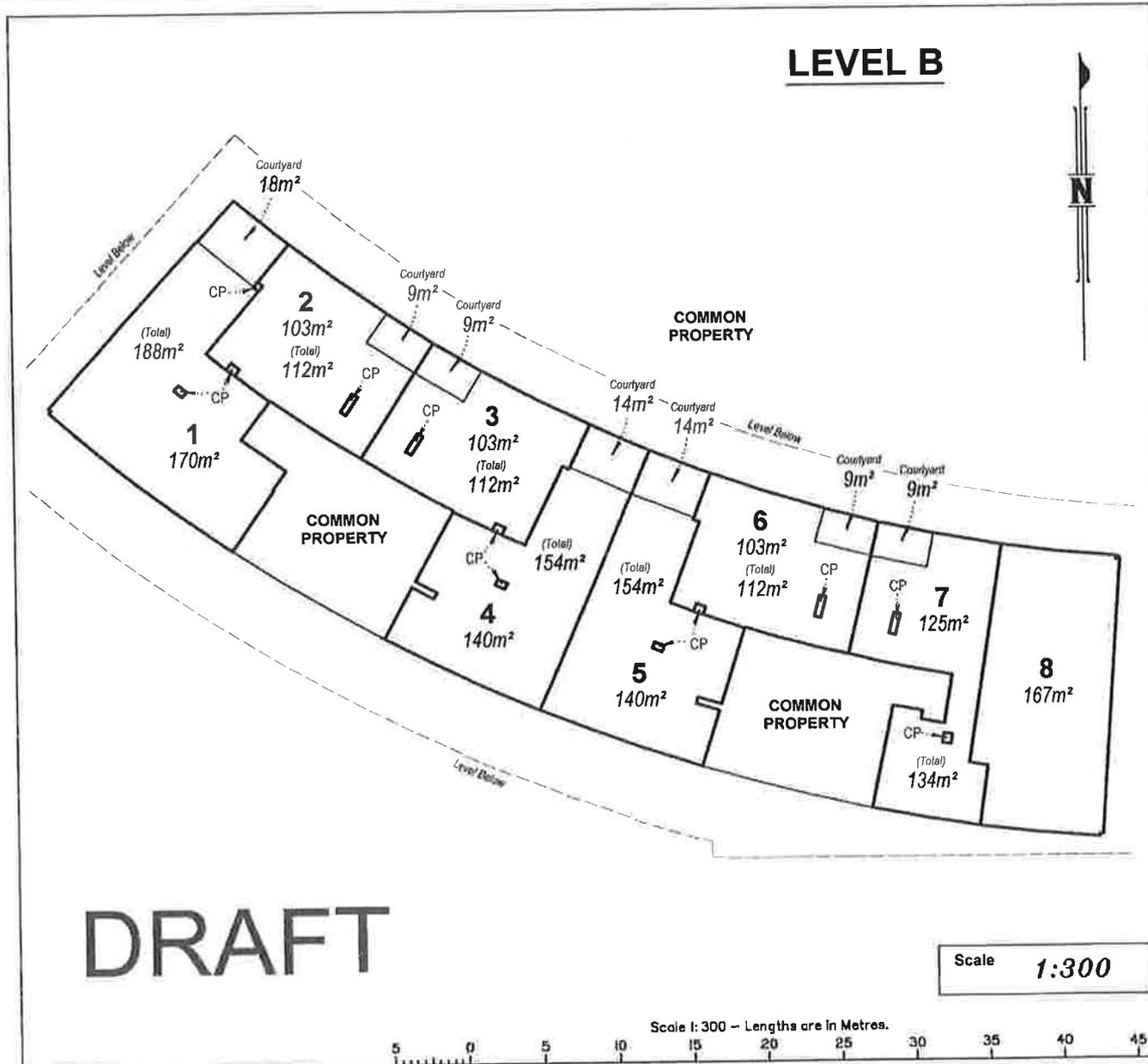
The information from this form is collected under the authority of the Building Units and Group Titles Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry

Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building  
**MARINA CONCOURSE**

2. Plan Type  
**BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement  
The information from this form is collected under the authority of the Building Unit and Group Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1925, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Building Units and Group Titles Plan

Form 4 Version 1

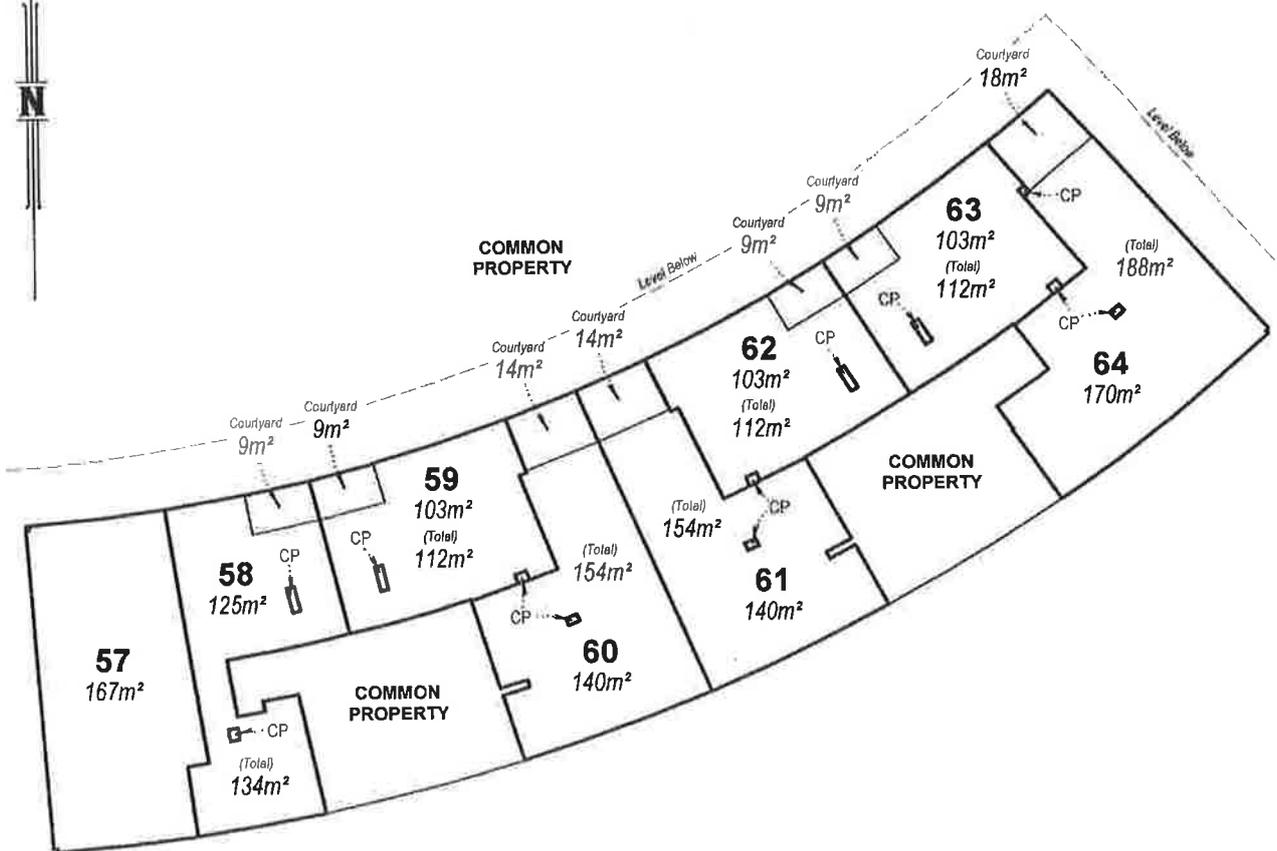
1. Name of Building

MARINA CONCOURSE

2. Plan Type

BUILDING UNITS PLAN NO.

**LEVEL B**



**DRAFT**

Scale **1:300**

Scale 1:300 - Lengths are in Metres.



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement

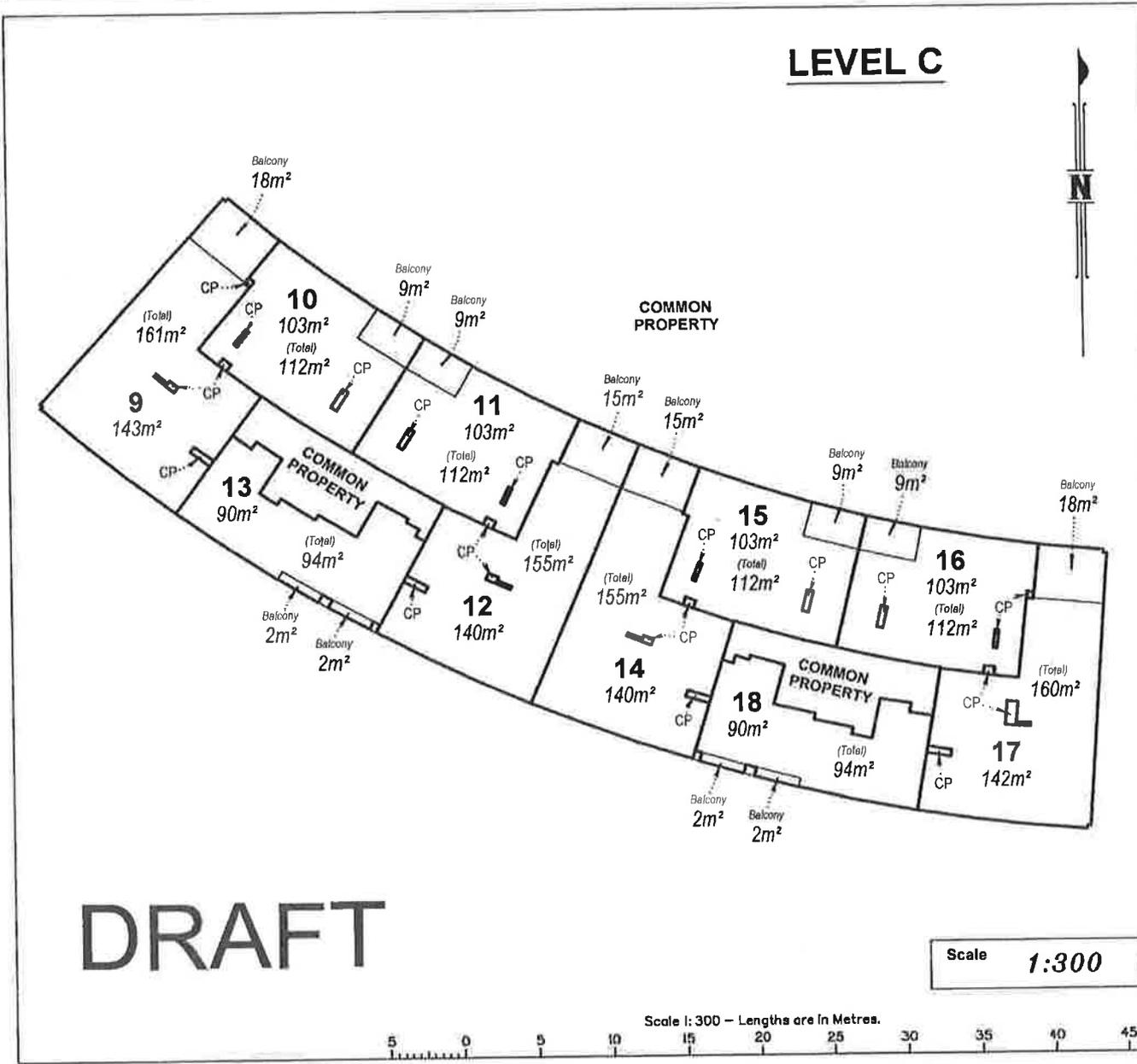
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Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building  
**MARINA CONCOURSE**

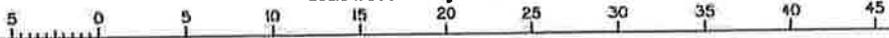
2. Plan Type  
**BUILDING UNITS PLAN NO.**



**DRAFT**

Scale **1:300**

Scale 1:300 - Lengths are in Metres.



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement  
The information from this form is collected under the authority of the Building Units and Group Titles Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

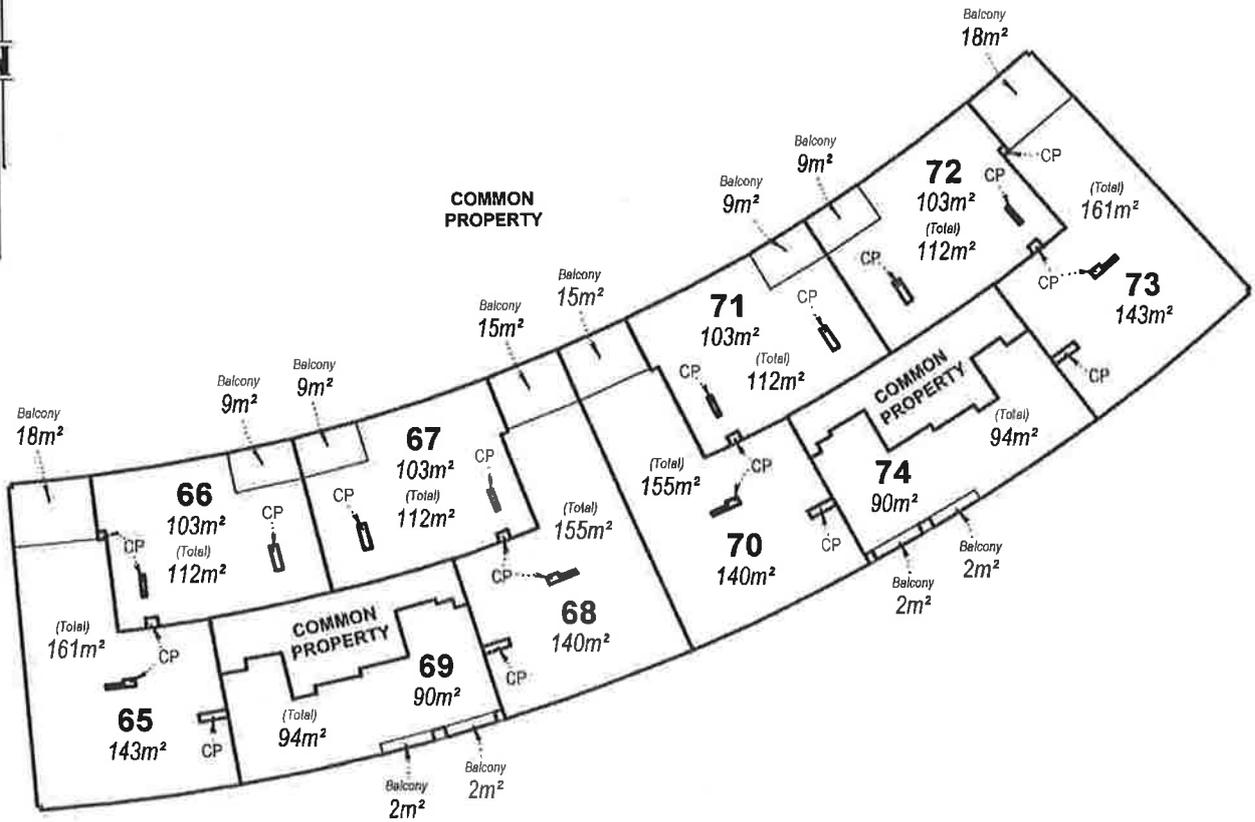
Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building  
**MARINA CONCOURSE**

2. Plan Type  
**BUILDING UNITS PLAN NO.**

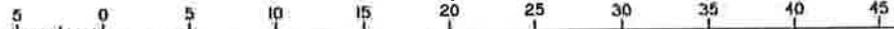
**LEVEL C**



**DRAFT**

Scale **1:300**

Scale 1:300 — Lengths are in Metres.



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement

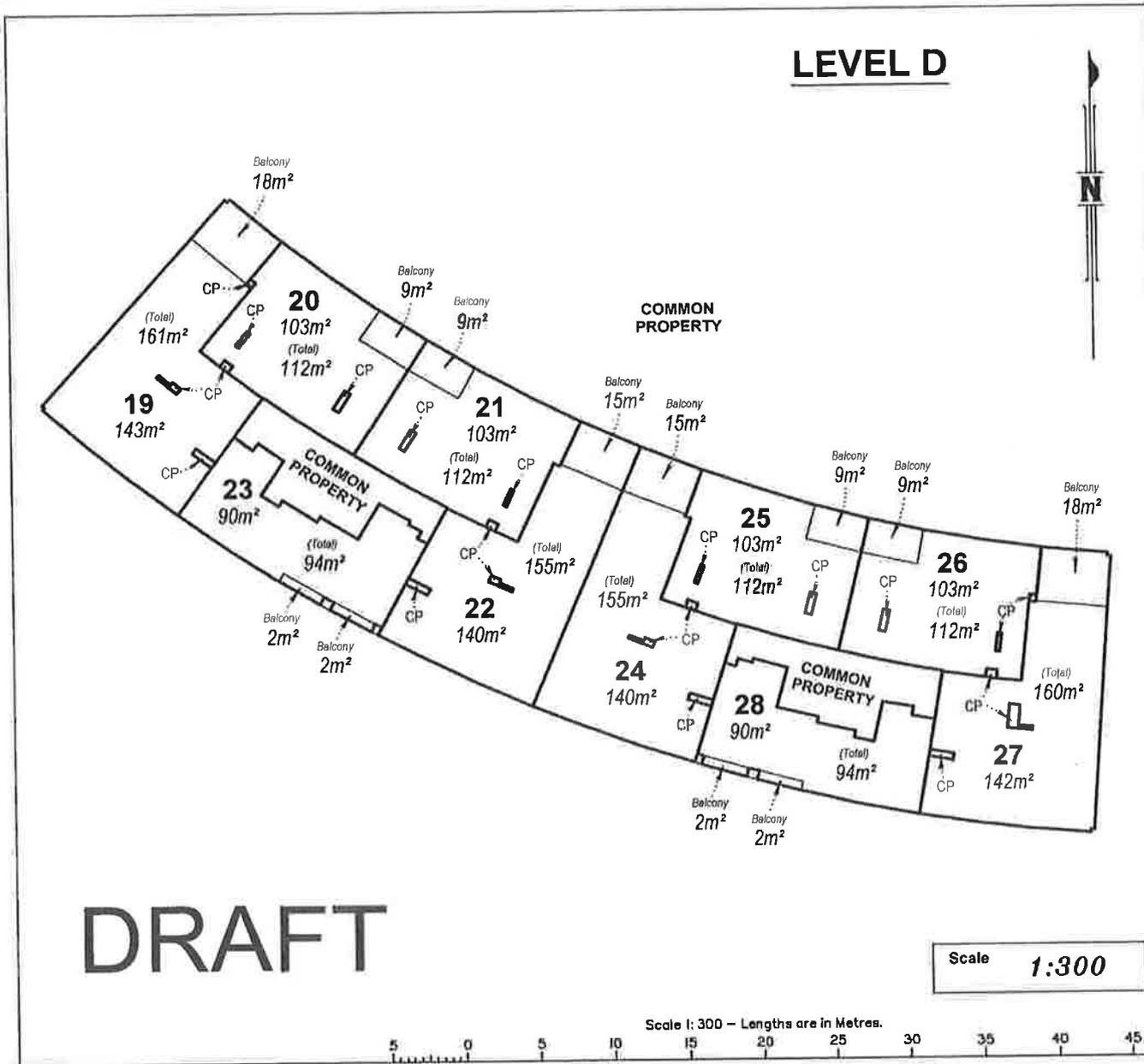
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Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building **MARINA CONCOURSE**

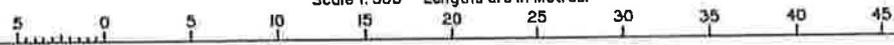
2. Plan Type **BUILDING UNITS PLAN NO.**



**DRAFT**

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Scale 1:300 - Lengths are in Metres.



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

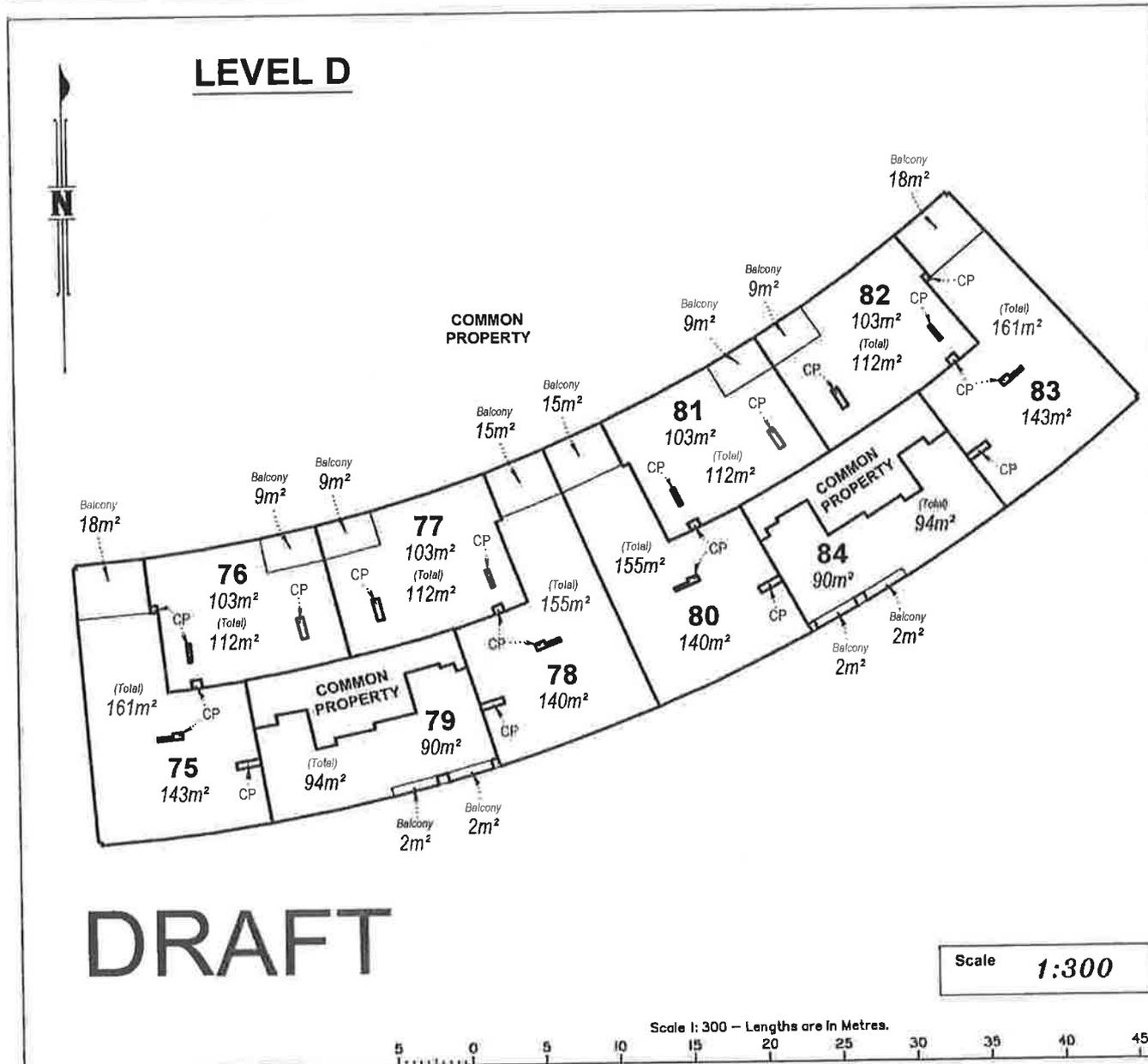
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Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building  
**MARINA CONCOURSE**

2. Plan Type  
**BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

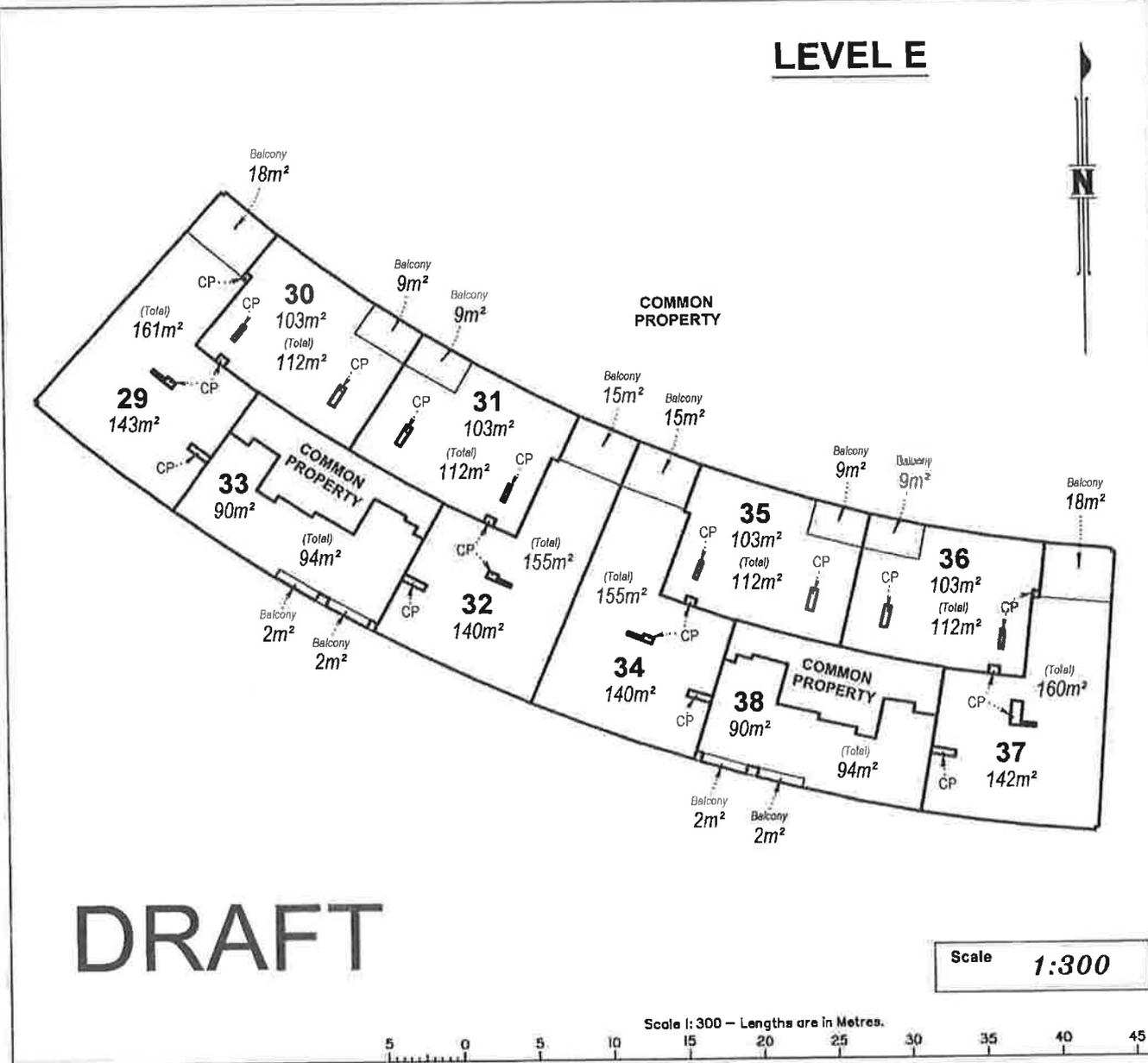
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Building Units and Group Titles Plan

Form 4 Version1

1. Name of Building **MARINA CONCOURSE**

2. Plan Type **BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

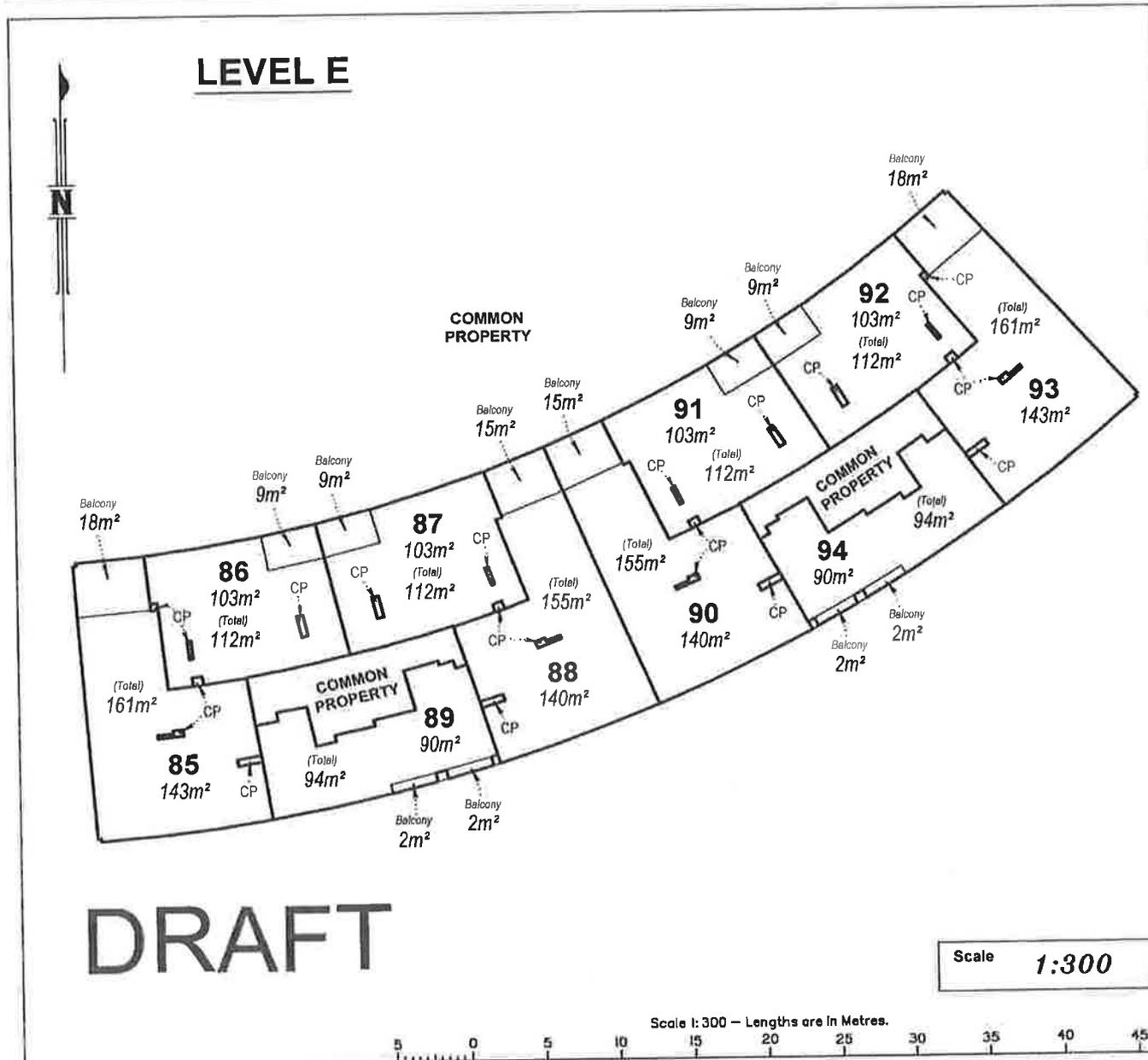
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The information from this form is collected under the authority of the Building Unit and Group Titles Act 1980, the Variation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry

Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building **MARINA CONCOURSE**

2. Plan Type **BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement  
The information from this form is collected under the authority of the Building Unit and Group Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1916, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry

Building Units and Group Titles Plan

Form 4 Version1

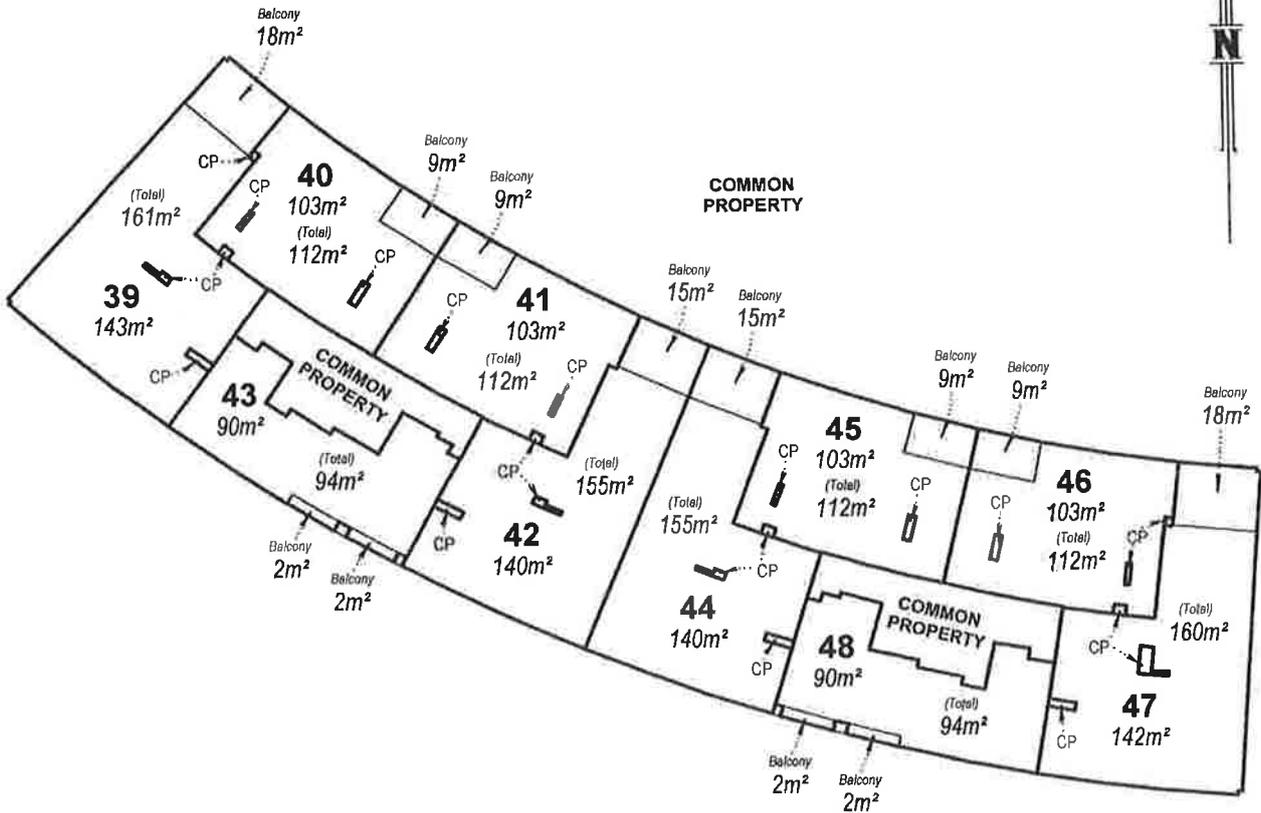
1. Name of Building

MARINA CONCOURSE

2. Plan Type

BUILDING UNITS PLAN NO.

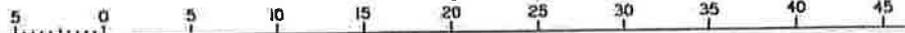
**LEVEL F**



**DRAFT**

Scale **1:300**

Scale 1:300 - Lengths are in Metres.



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement

The information from this form is collected under the authority of the Building Unit and Group Titles Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1916, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Building Units and Group Titles Plan

Form 4 Version1

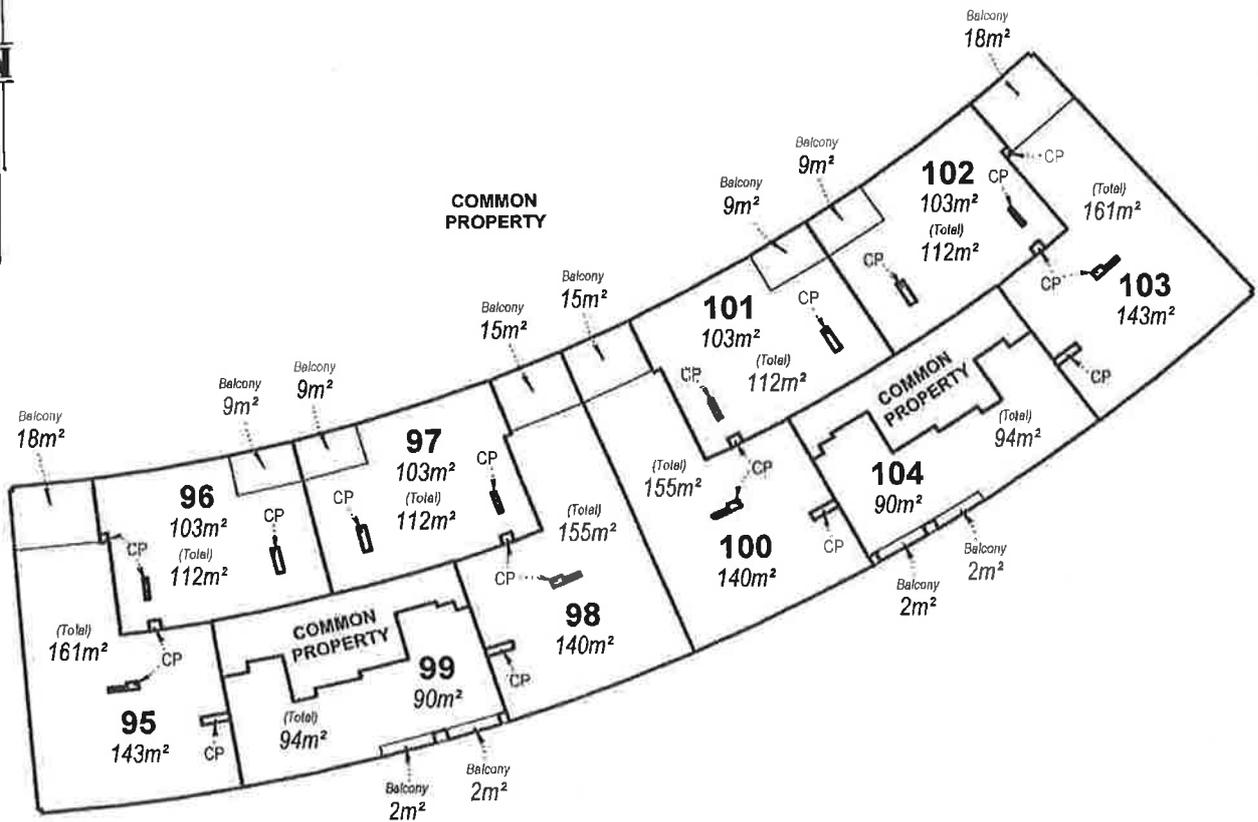
1. Name of Building

MARINA CONCOURSE

2. Plan Type

BUILDING UNITS PLAN NO.

**LEVEL F**



**DRAFT**

Scale 1:300

Scale 1:300 - Lengths are in Metres.



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement

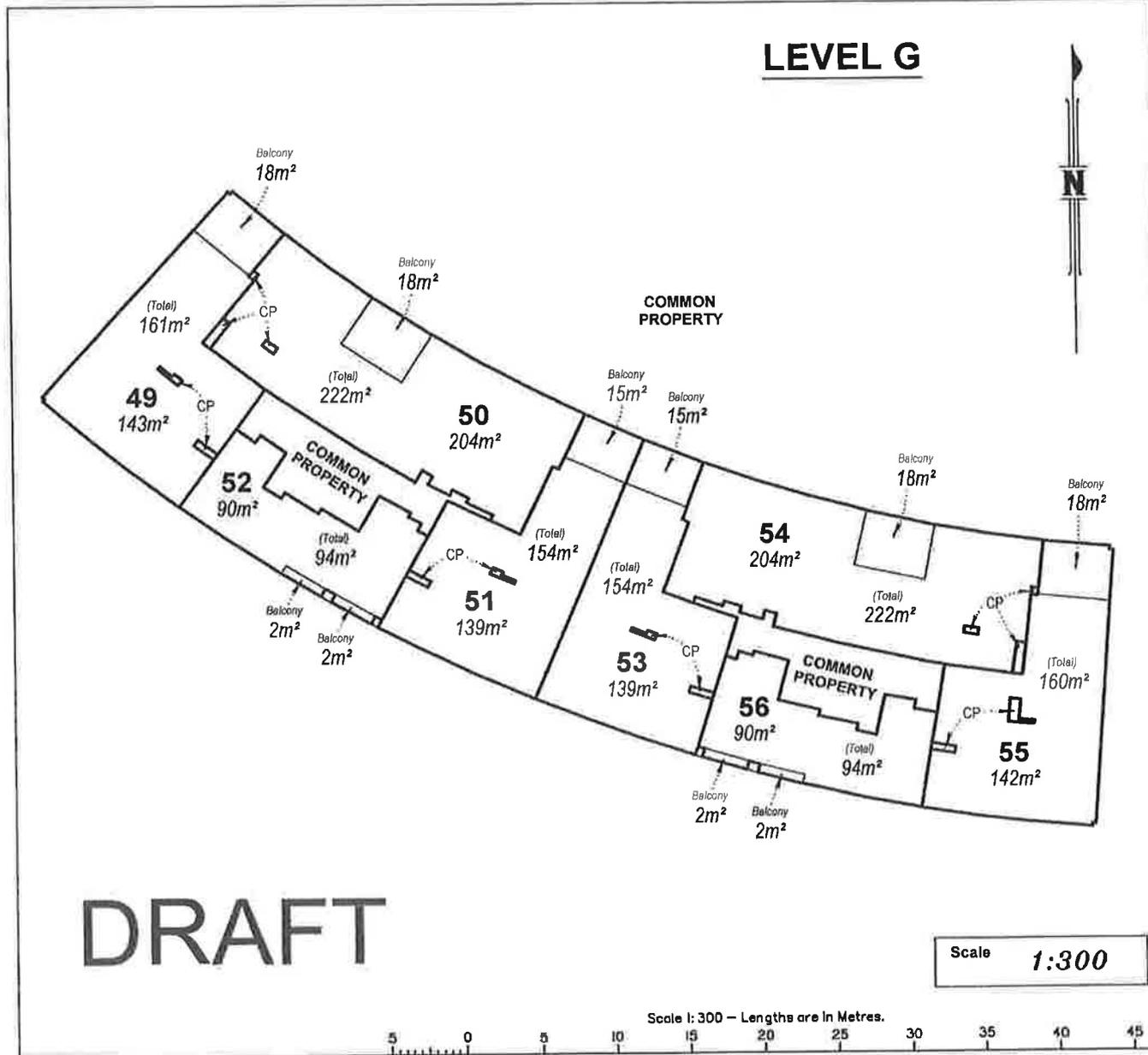
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Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building  
**MARINA CONCOURSE**

2. Plan Type  
**BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement

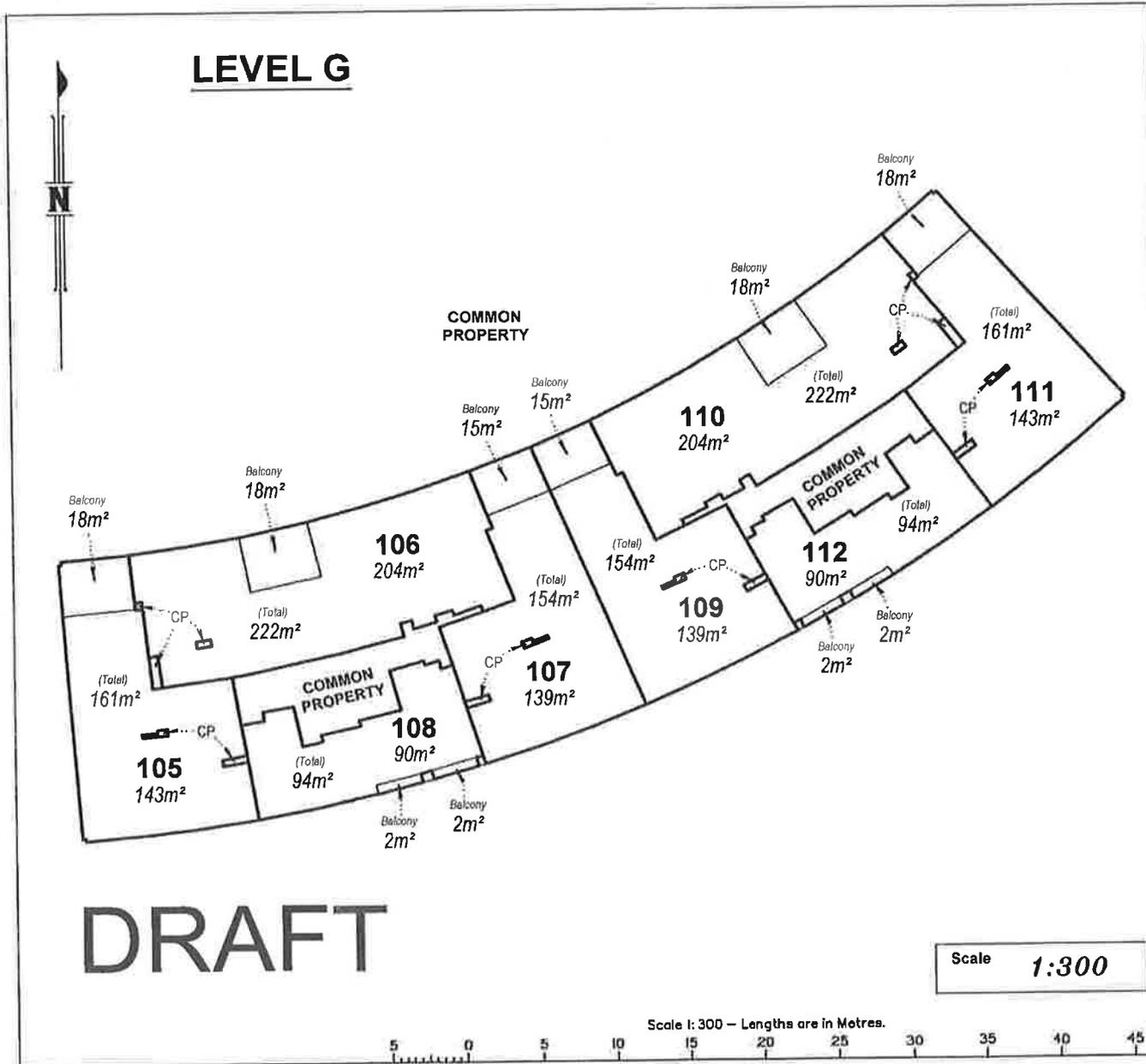
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Building Units and Group Titles Plan

Form 4 Version1

1. Name of Building  
**MARINA CONCOURSE**

2. Plan Type  
**BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement

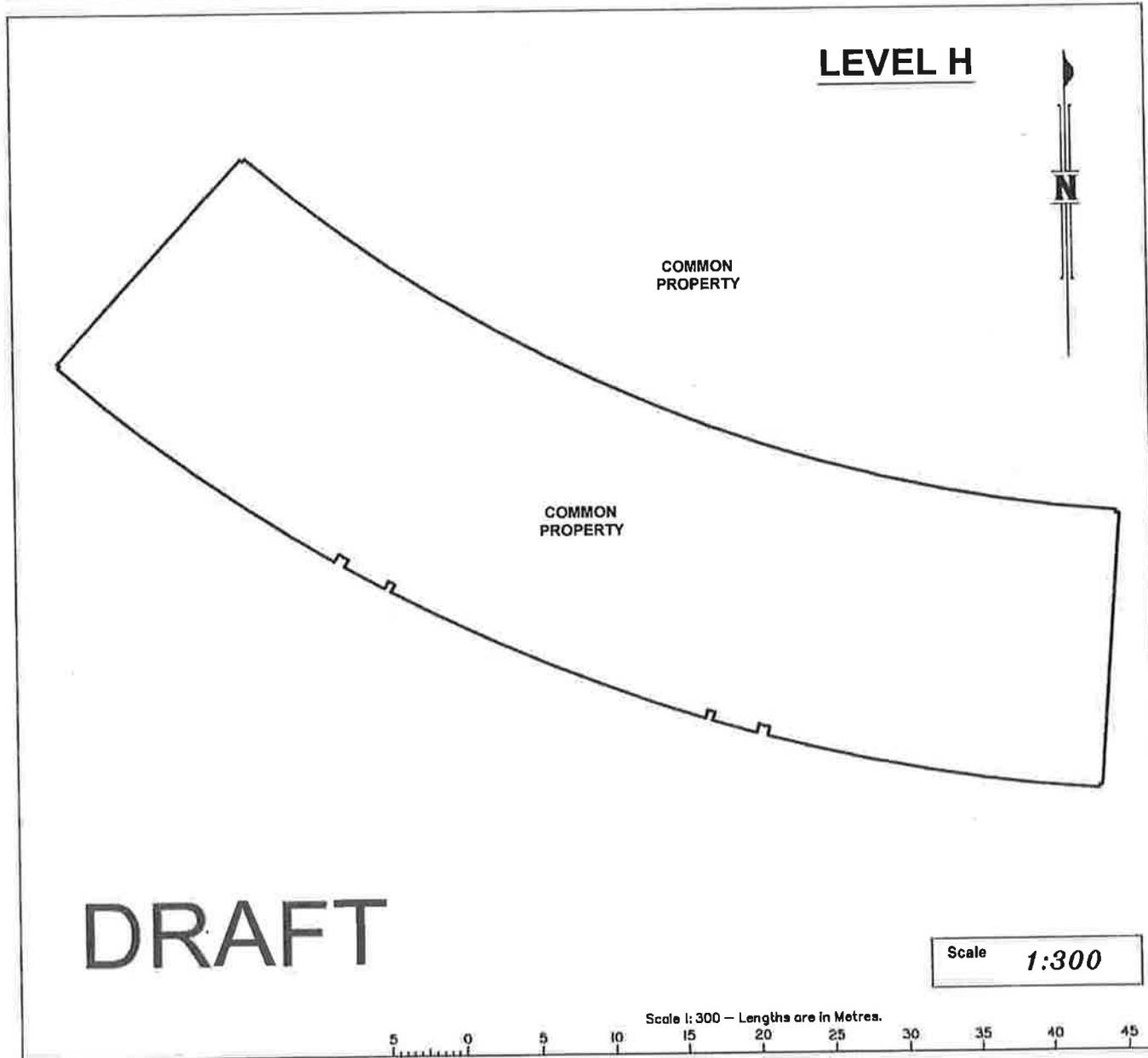
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Building Units and Group Titles Plan

Form 4 Version 1

1. Name of Building  
MARINA CONCOURSE

2. Plan Type  
BUILDING UNITS PLAN NO.



3. Execution by \*Local Government

\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

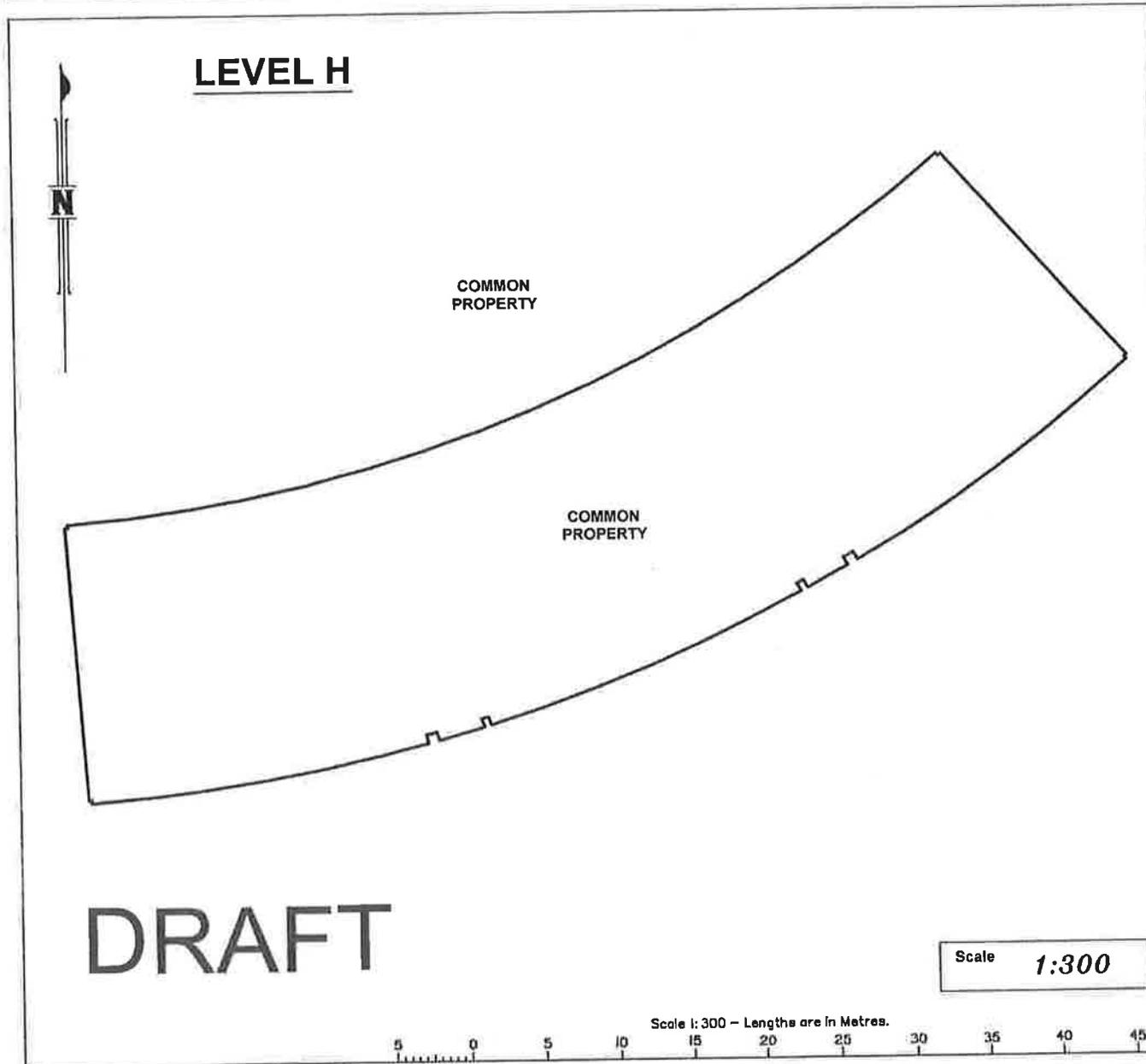
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Privacy Statement  
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Building Units and Group Titles Plan

Form 4 Version1

1. Name of Building **MARINA CONCOURSE**

2. Plan Type **BUILDING UNITS PLAN NO.**



3. Execution by \*Local Government

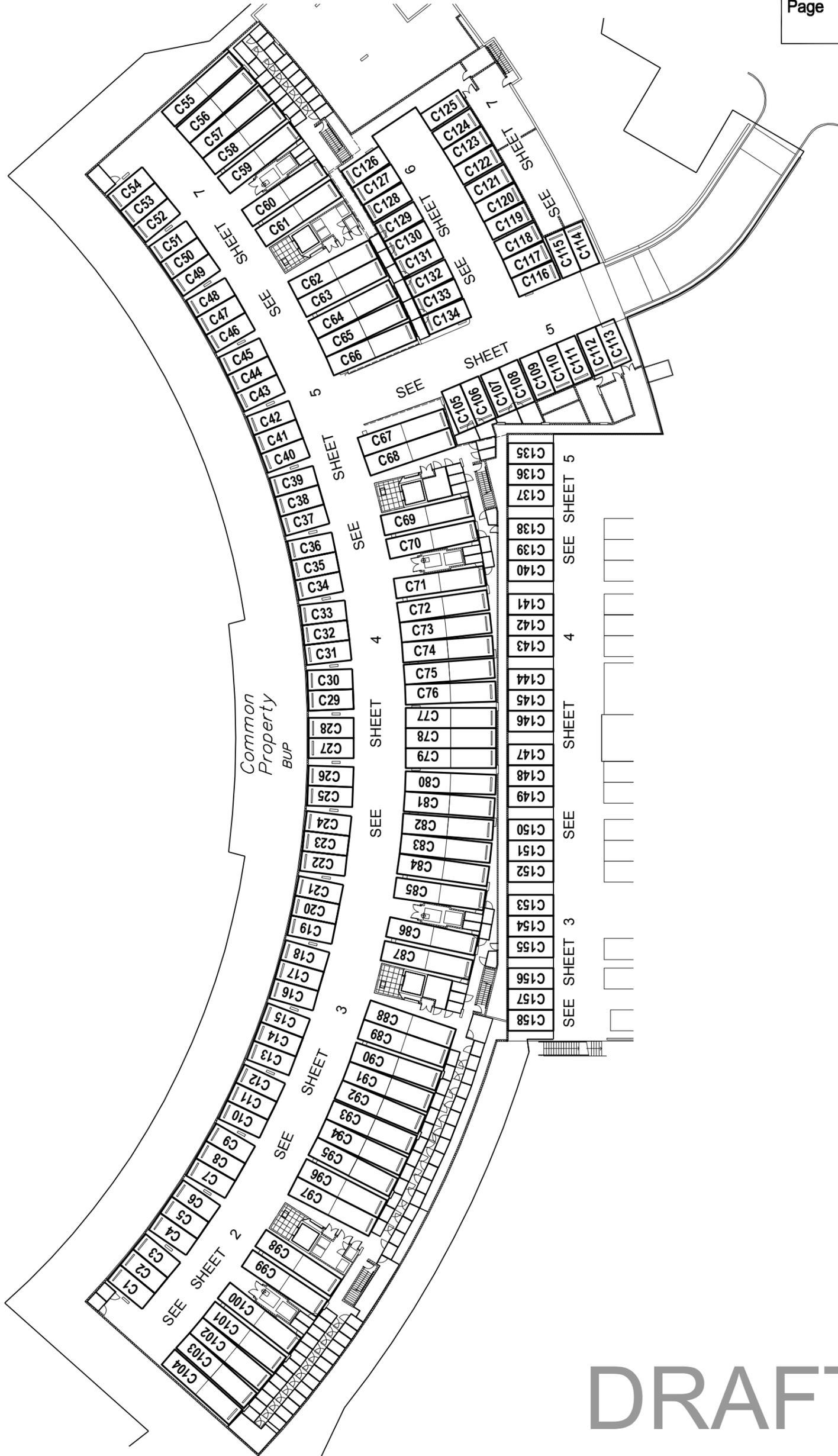
\*Signed of behalf of the  
\*(Insert name)

4. Signature of \*Registered Owner

\*Delete inapplicable words  
Privacy Statement  
The information from this form is collected under the authority of the Building Units and Group Titles Act 1980, the Valuation of Land Act 1942, the Land Tax Act 1910, the Land Titles Act 1994 and the Local Government Act 1992 and is used for the purpose of maintaining the publicly searchable registers in the land registry

**SCHEDULE 2**  
**EXCLUSIVE USE PLANS**  
(may not be to scale)

**LEVEL A**



**DRAFT**

CLIENT  
**SUNLAND GROUP**

PLAN  
**PLAN OF EXCLUSIVE USE**

Level Origin	-	Date	19 JUNE 2017
Level Datum	-	Surveyed	-
	-	Drafted	BJB
Data Origin	CS/CGAD	Parish	NERANG
	-	County	WARD

*in Common Property on Level A  
of "Marina Concourse"  
(BUP)*

SCALE: 1:500 (A3)



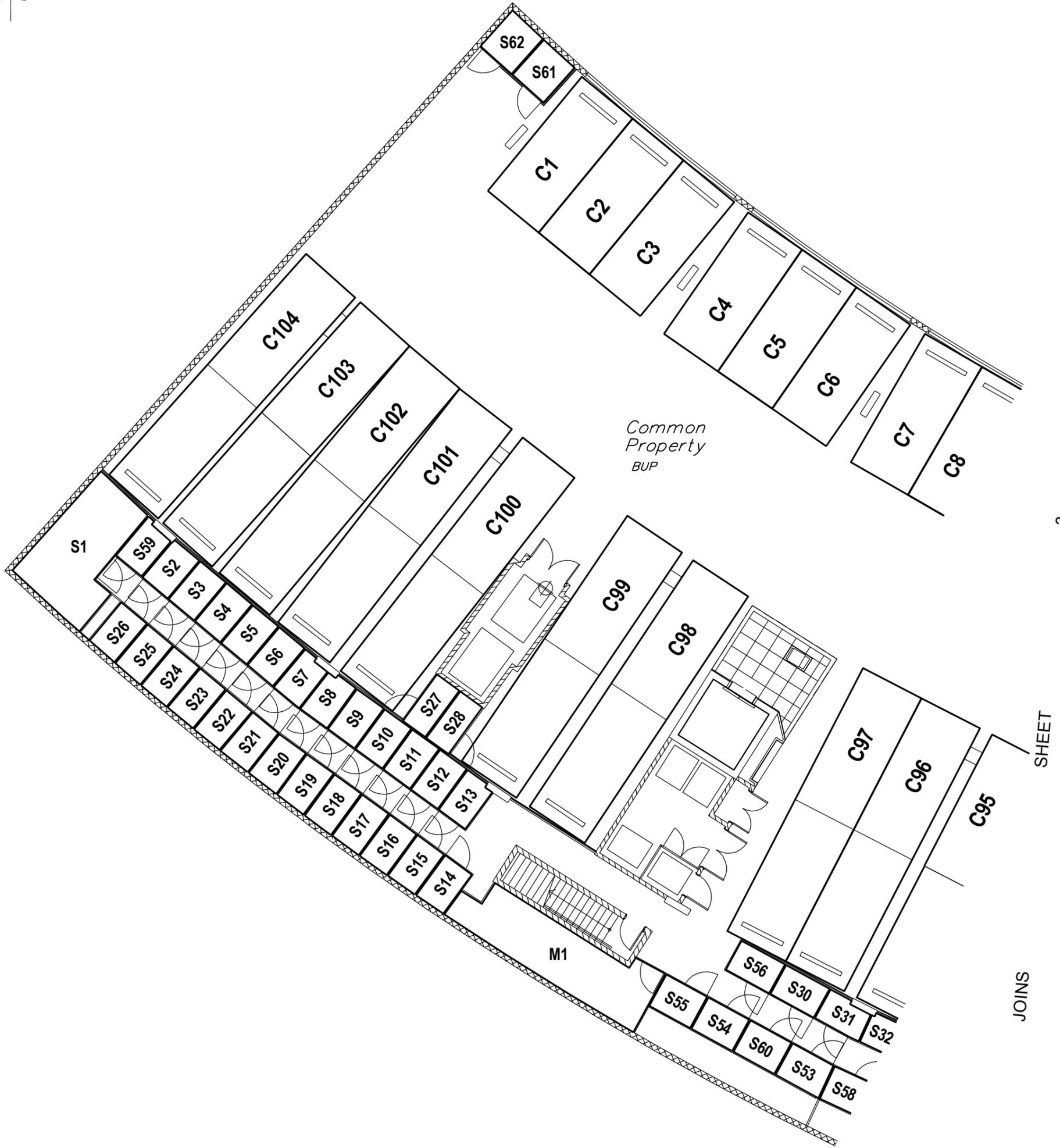
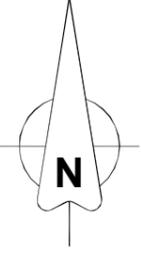
RPSAustralia East Pty Ltd  
ACN 140 292 762  
ABN 44 140 292 762  
Suite 4, Robina East Quay Corporate Park  
(North Building) 34-36 Glenferrie Drive, Robina  
PO Box 1048 Robina DC, Qld 4226

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T +61 7 555 36900  
F +61 7 555 36999  
W rpsgroup.com.au

Local Authority G.C.C.C.	Plan A3	Plan Ref 8500-EU2	Sheet 1 of 7
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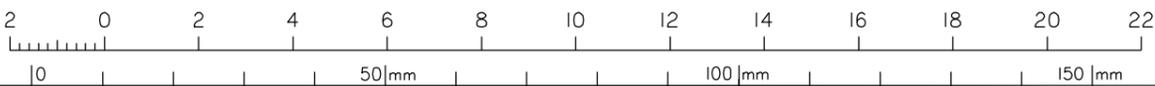
# LEVEL A



3

# DRAFT

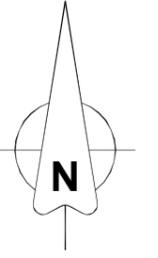
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JOINS

SHEET

# LEVEL A



2

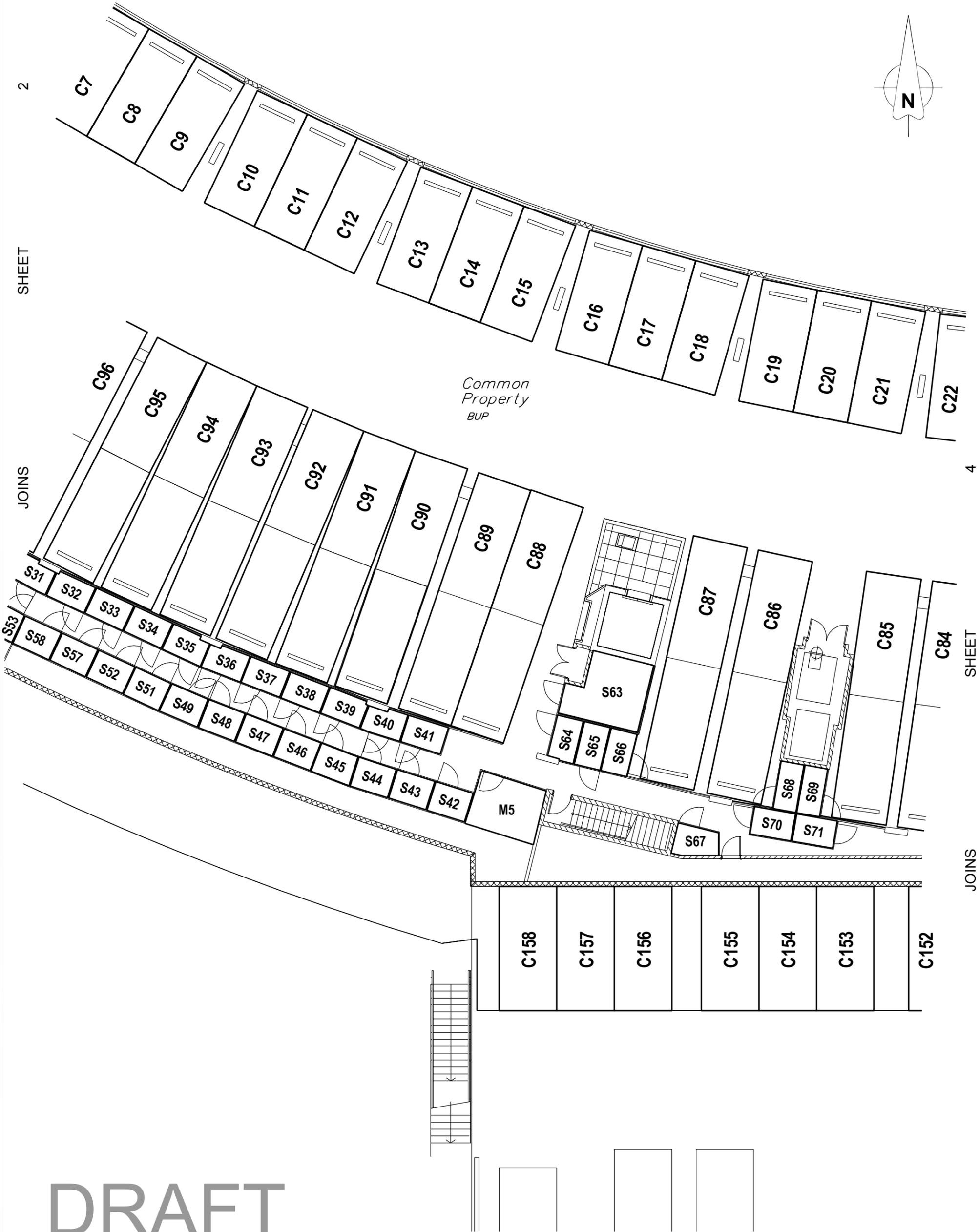
SHEET

JOINS

4

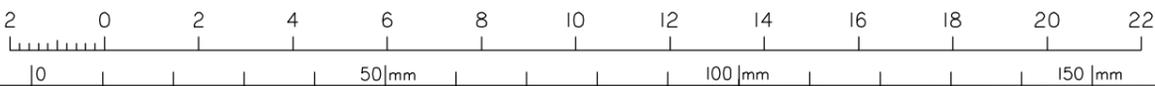
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JOINS

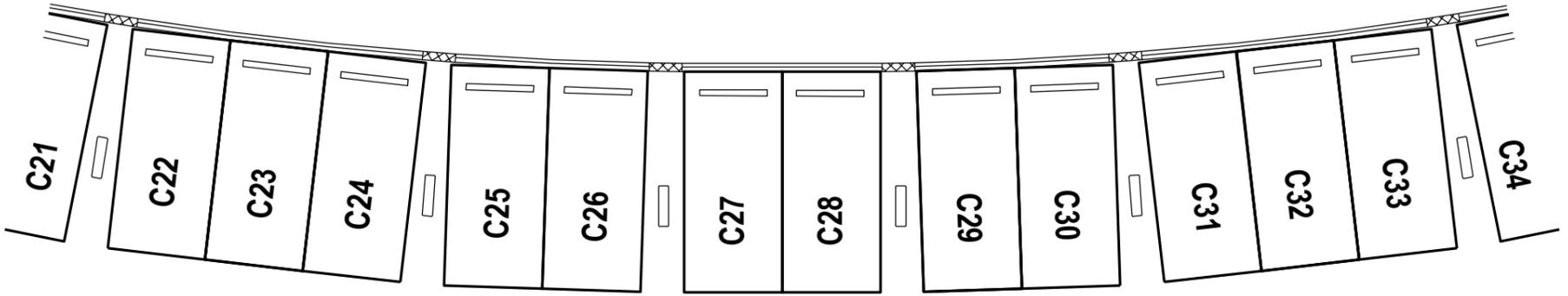
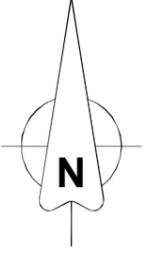


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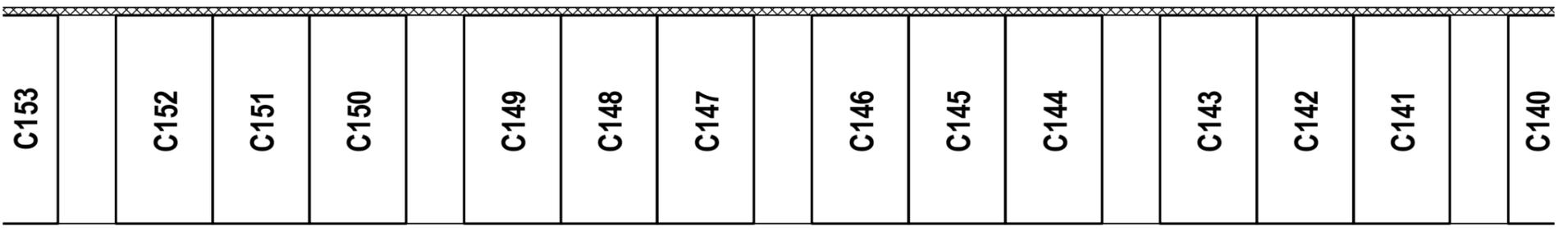
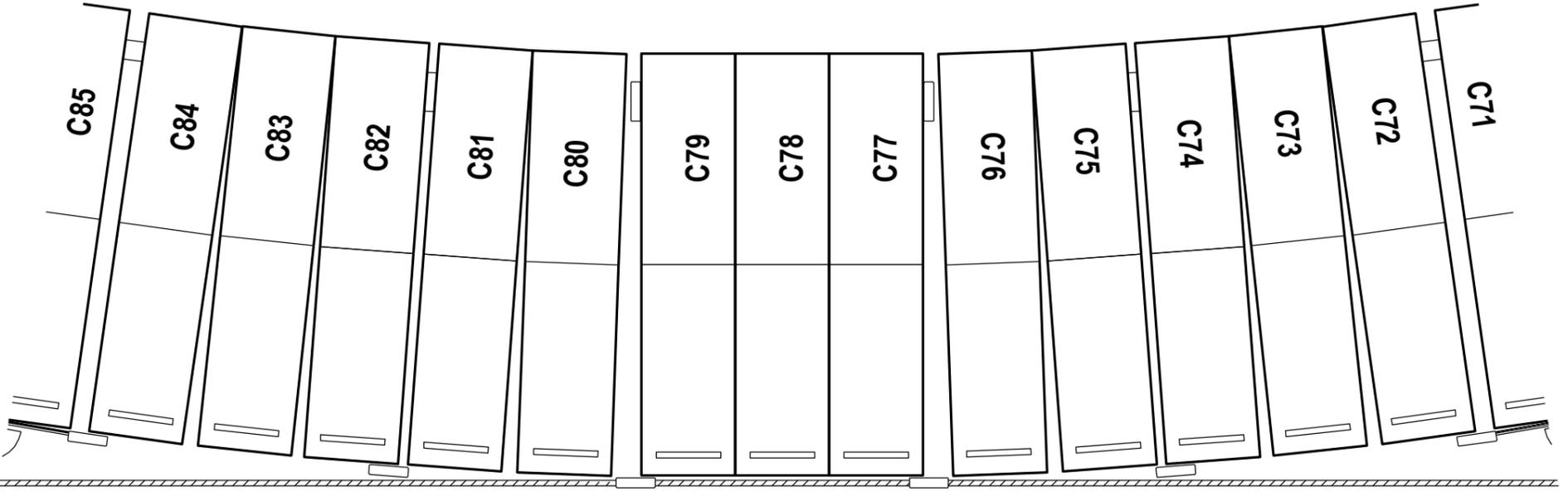
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# LEVEL A



*Common  
Property  
BUP*



3

5

SHEET

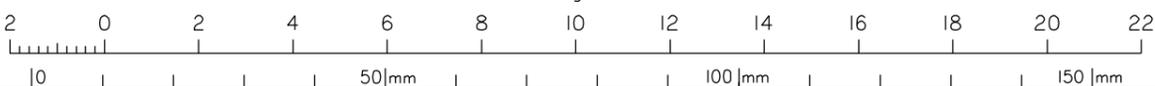
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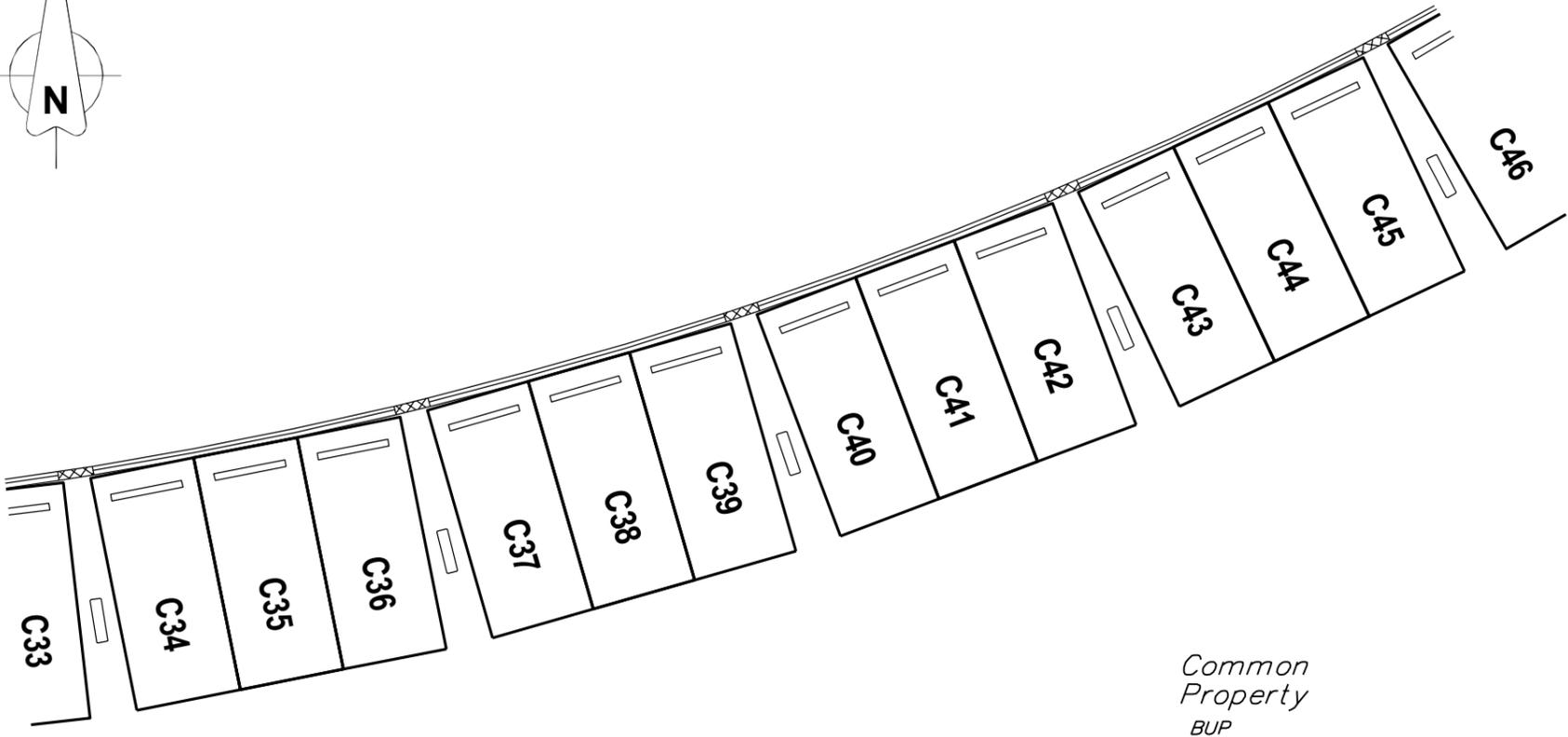
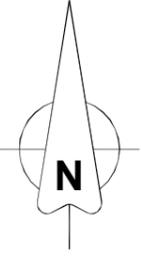
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# DRAFT

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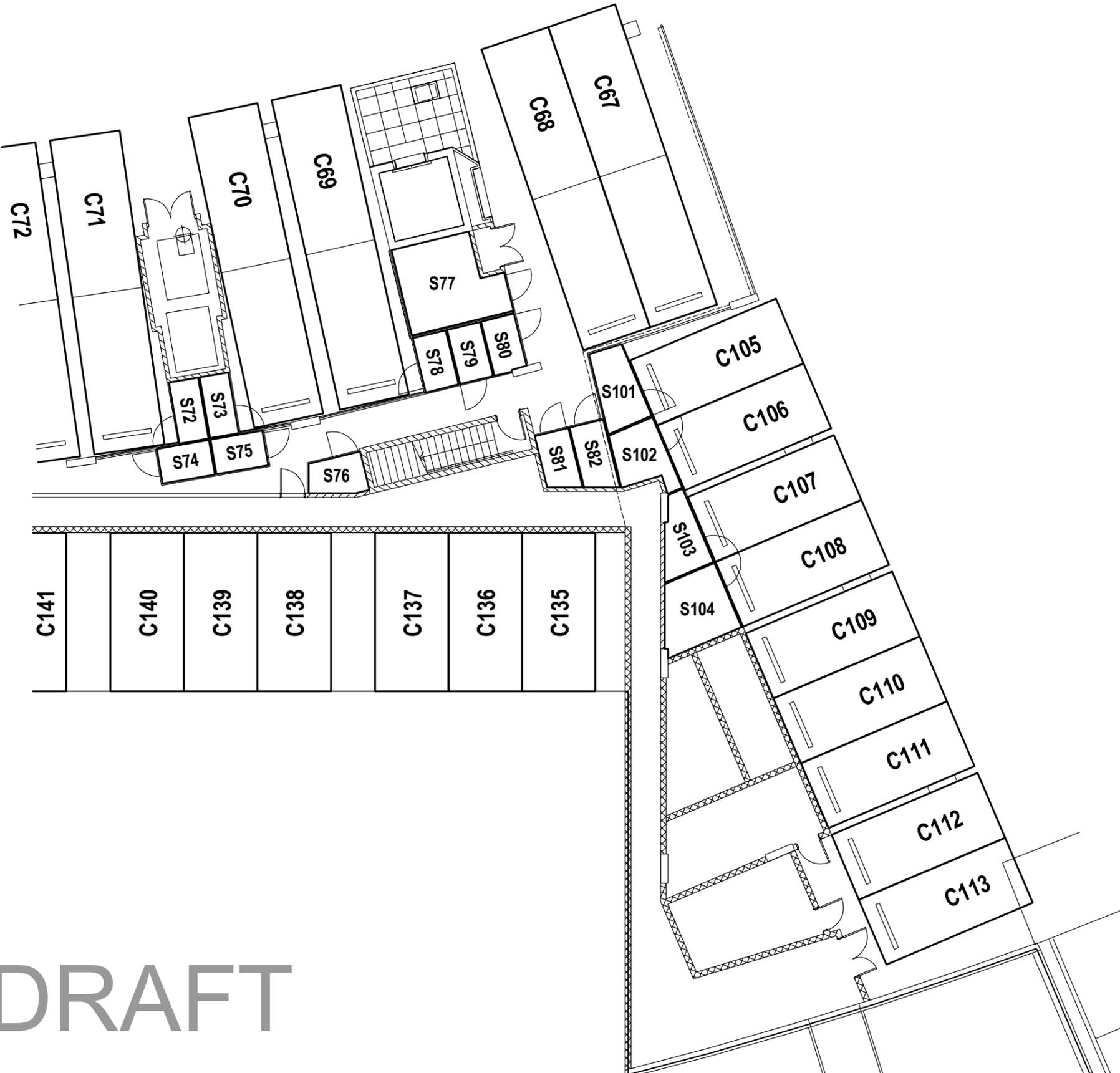
# LEVEL A



4

SHEET

JOINS



6

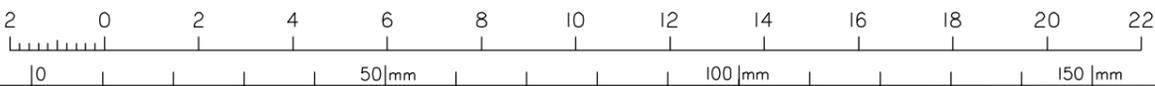
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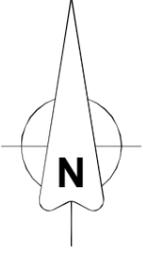
JOINS SHEET 7

# DRAFT

Scale 1:150 - Lengths are in Metres.

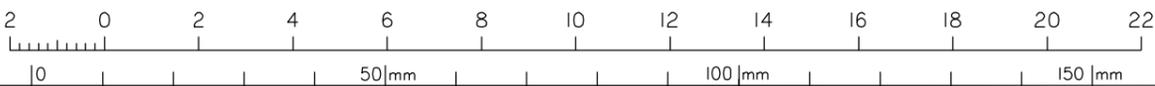


# LEVEL A

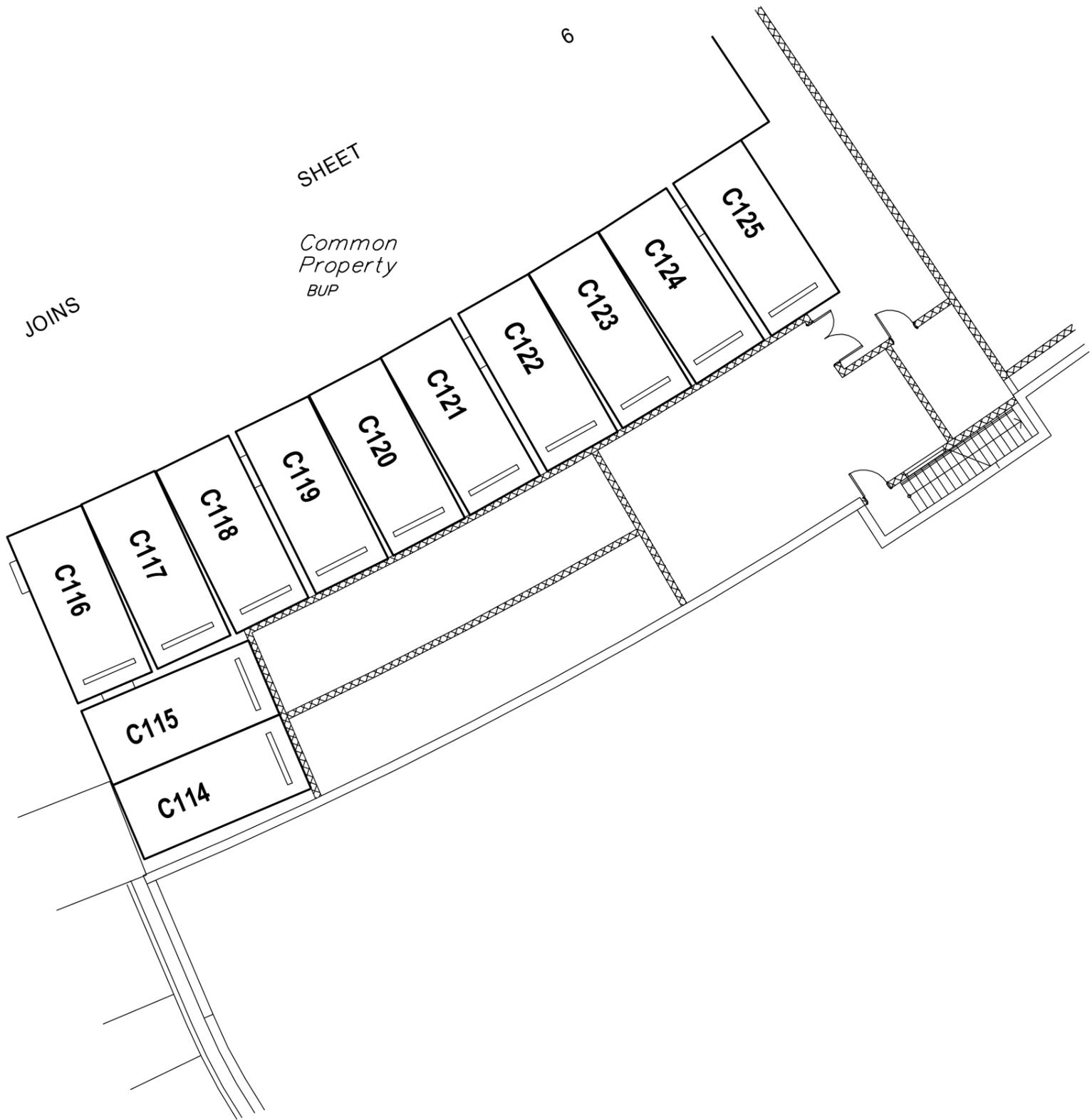
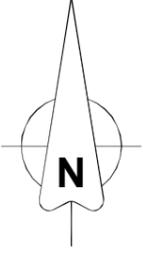


# DRAFT

Scale 1:150 – Lengths are in Metres.

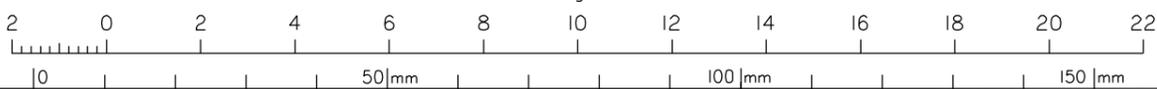


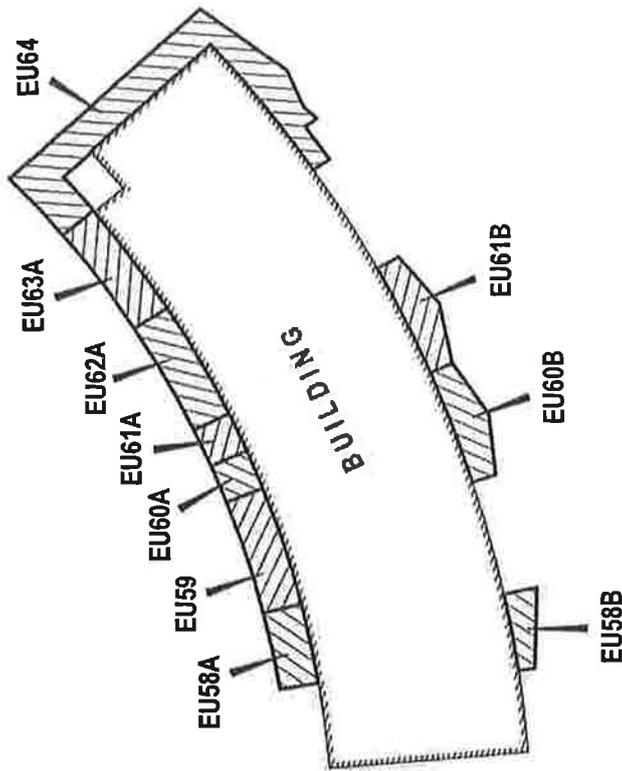
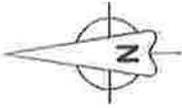
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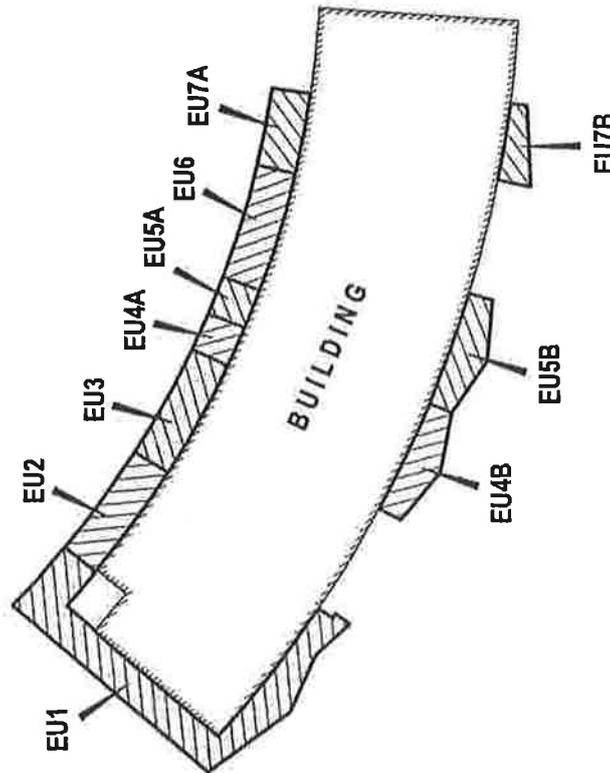
# DRAFT

Scale 1:150 – Lengths are in Metres.





Common Property  
BUP



DRAFT

CLIENT  
**SUNLAND GROUP**

PLAN  
**PLAN OF EXCLUSIVE USE**

Level Origin	Date	11 JULY 2016
Level Datum	Surveyed	-
	Drafted	QSD
Data Origin	Parish	NERANG
	County	WARD

*in Common Property on Level B  
of "Marina Concourse"  
(BUP )*

SCALE: 1:500 (A3)



RPSAustralia East Pty Ltd  
ACN 140 292 762  
ABN 44 140 292 762  
Suite 4, Robina East Quay Corporate Park  
(North Building) 34-36 Glenferrie Drive, Robina  
PO Box 1048 Robina DC, Qld 4228

T+61 7 555 38900  
F+61 7 555 38999

W rpsgroup.com.au

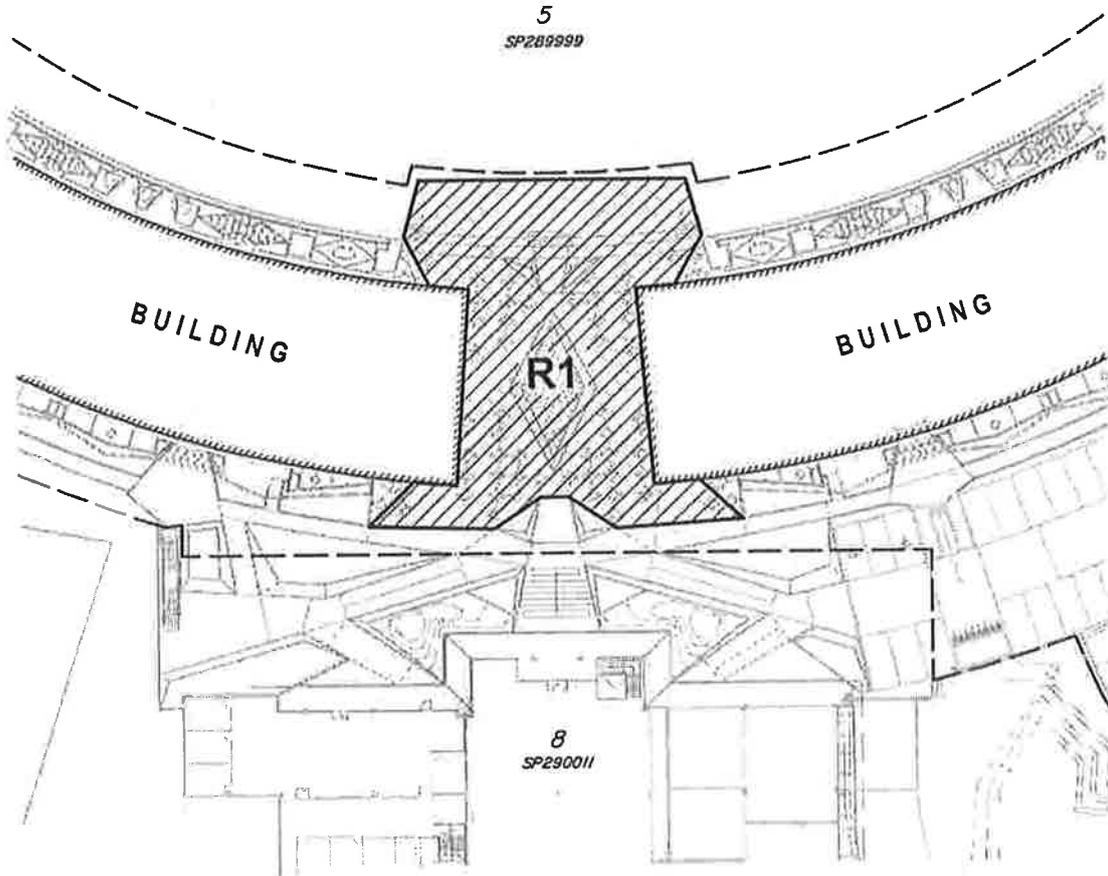
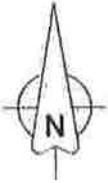
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not permitted. Please contact the Author.

Local Authority  
G.C.C.C.

Plan  
A3

Plan Ref  
208500-EU3

Sheet  
1 of 7



**DRAFT**

<b>CLIENT</b> SUNLAND GROUP		<b>PLAN</b> PLAN OF EXCLUSIVE USE		 RPSAustralia East Pty Ltd ACN 140 292 762 ABN 44 140 292 762 Suite 4, Robina East Quay Corporate Park (North Building) 34-36 Glenferrie Drive, Robina PO Box 1048 Robina DC, Qld 4226 T+61 7 555 36900 F+61 7 555 36999 W rpsgroup.com.au
Level Origin Level Datum	Date 18 JULY 2018 Surveyed Drafted QSD	in Common Property on Level B of "Marina Concourse" (BUP )		
Data Origin	Parish NERANG County WARD			SCALE: 1:500 (A3) 

**SCHEDULE 3**  
**FINISHES AND CHATELS**

# MARINA CONCOURSE

## SCHEDULE OF FINISHES (Apartment types A, B, C, D, F and G) Rev 1

<b>1. APARTMENT EXTERNAL FINISHES</b>	
BALCONY	Natural stone tile floor finish Painted Soffit Applied texture finish to walls (where applicable) Aluminium framed & glazed balustrade
<b>2. APARTMENT INTERNAL FINISHES</b>	
WALLS & CEILINGS	Plasterboard sheeted and painted with square set cornices
DOORS/WOODWORK	Painted finish
FLOORS	Natural stone tiles (where applicable) Carpet (where applicable)      DARK <input type="checkbox"/> LIGHT <input type="checkbox"/>
KITCHEN	Exposed joinery in laminate finish. Melamine internal carcasses. Reconstituted stone bench tops Stainless steel appliances to include dishwasher, oven, gas cooktop and rangehood Integrated fridge Mirrored glass splashback
ENSUITES & BATHROOMS	Water resistant wall sheeting with paint finish Natural stone wall tiles to shower recess Natural stone wall tiles to ensuite toilet recess (Apartment types A, B and G only) Gloss polyurethane finished vanity joinery Reconstituted stone vanity tops Co-ordinated vanity basin, tapware and bathroom accessories
WARDROBES	Mirrored sliding doors with shelf and hanging rails
WALK IN ROBES (where applicable)	Custom laminate joinery (Apartment types A, B and G only) Mirrored sliding doors with shelf and hanging rails (Apartment types C and F only)
LAUNDRY	Laundry tub and Dryer
<b>3. APARTMENT SERVICES</b>	
SECURITY	Secure access to basement car parking Intercom for visitor access Lift secure access for all apartment levels
AIR CONDITIONING	Fully ducted split system air conditioning
ELECTRICAL	Television points Telephone and data points
HYDRAULIC	Central hot water system
<b>4. BASE BUILDING</b>	
STRUCTURE	Reinforced concrete columns, floors and basement Trafficable concrete roof
WINDOWS & BALUSTRADES	Aluminium framed windows & balustrades.

Please note that fittings may change during construction. Whittsvilla Pty Ltd reserves the right to change fittings with equivalent products if the product becomes unavailable.

**SCHEDULE 4**  
**FLOOR PLANS**



KEY PLAN LEVEL 2 - 5

APARTMENT TYPE AI  
LEVEL 2-5  
(THREE BEDROOM)

EAST WING

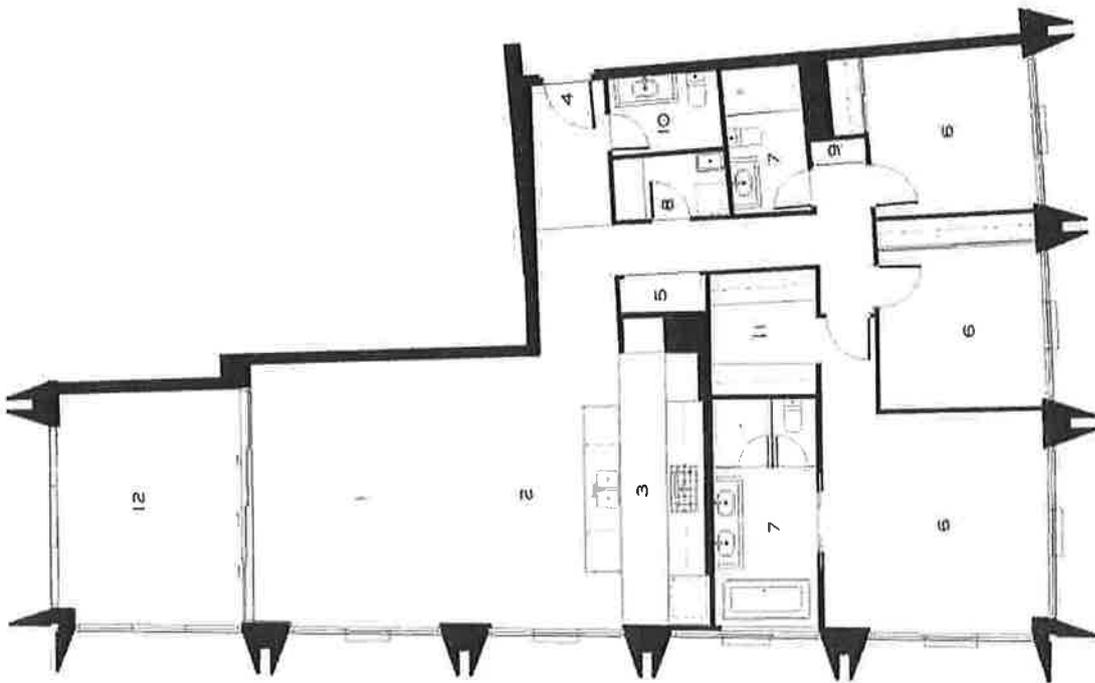
LOT - 65, 75, 85, 95

WEST WING

LOT - 9, 19, 29, 39

LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY



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1983



KEY PLAN LEVEL 6

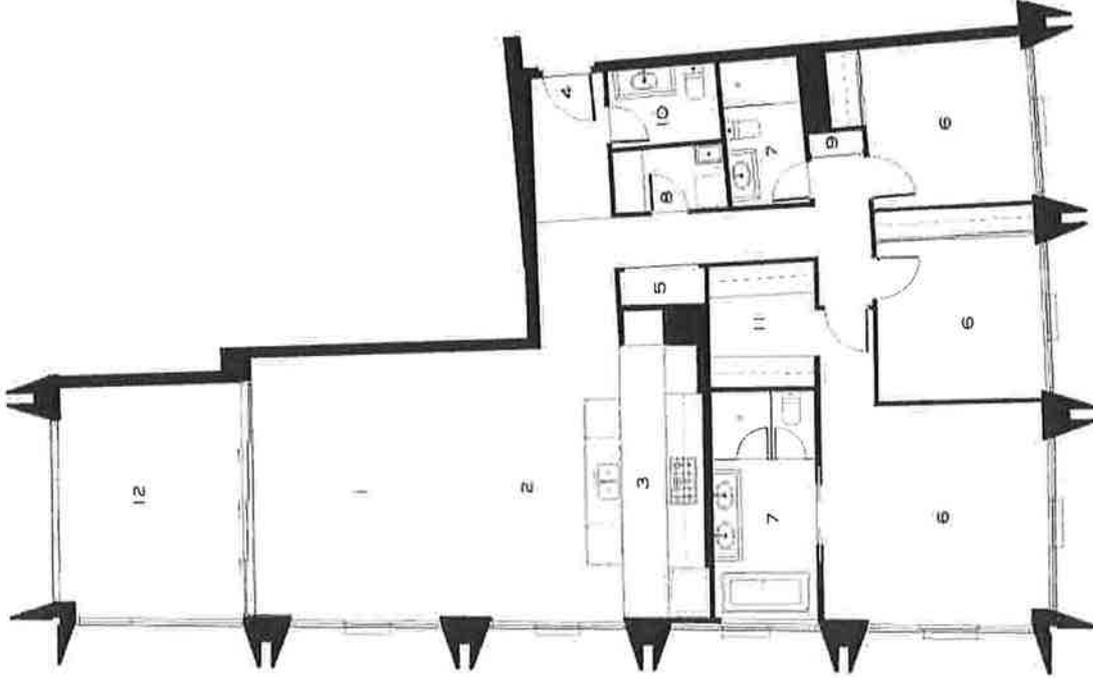
APARTMENT TYPE AI  
LEVEL 6  
[THREE BEDROOM]

EAST WING  
LOT - 105

WEST WING  
LOT - 49

LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY



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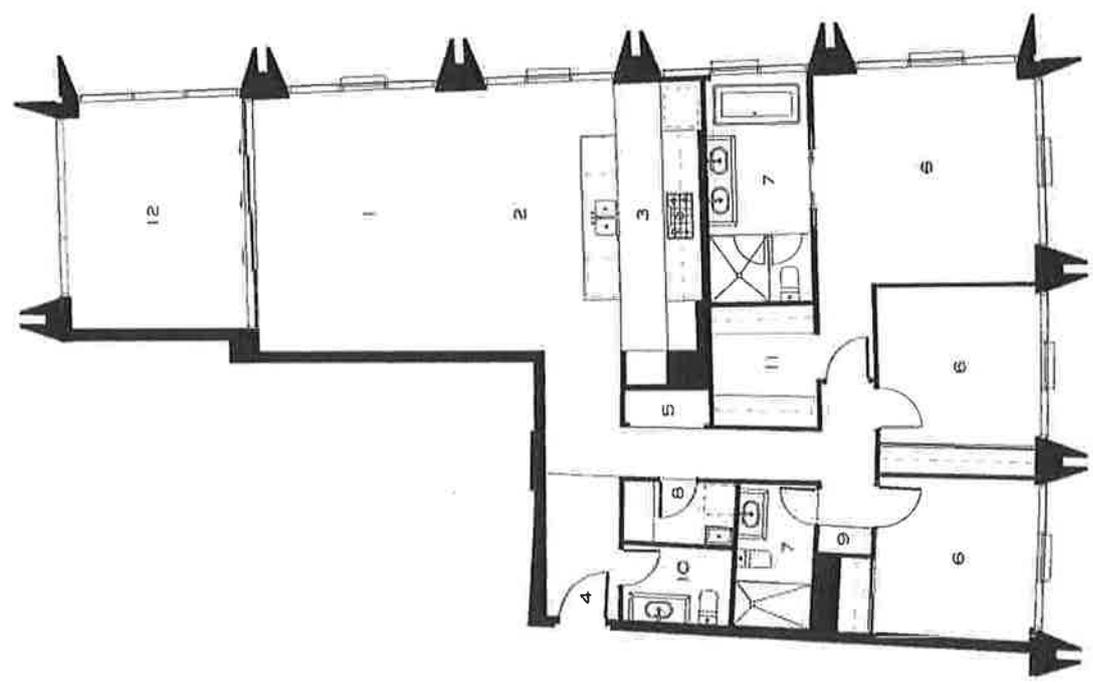
ESTABLISHED  
1983



KEY PLAN LEVEL 2 - 5

APARTMENT TYPE AIM  
 LEVEL 2-5  
 [THREE BEDROOM]

EAST WING  
 LOT - 73, 83, 93, 103

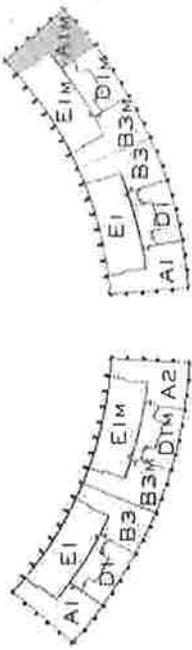


LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY

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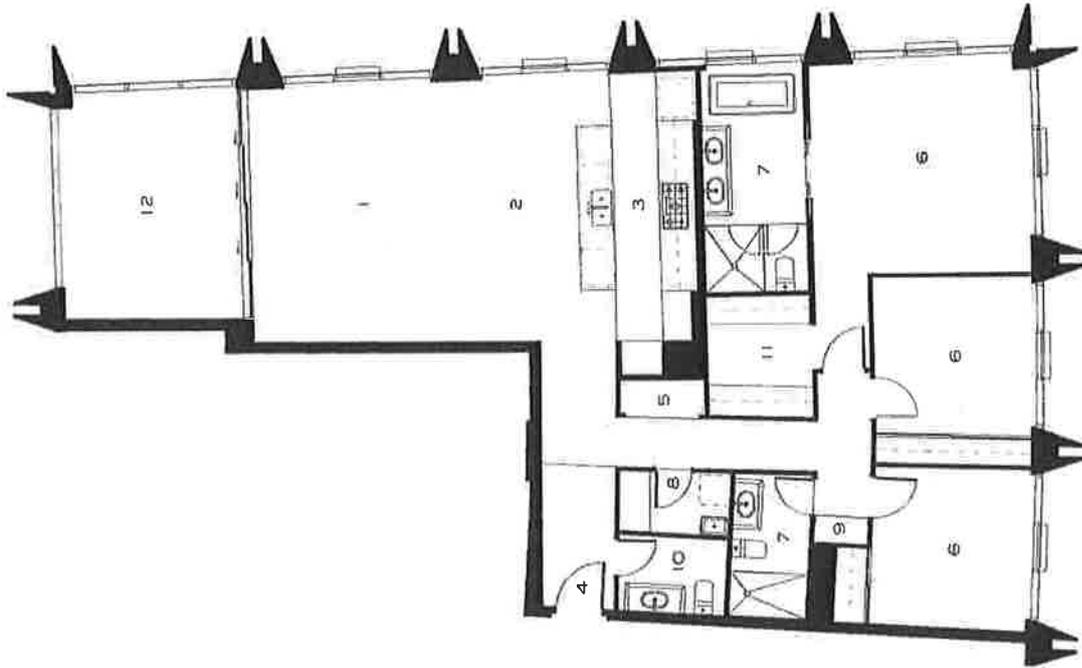
ESTABLISHED  
 1983



KEY PLAN LEVEL 6

APARTMENT TYPE AIM  
LEVEL 6  
[THREE BEDROOM]

EAST WING  
LOT - 111



LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY

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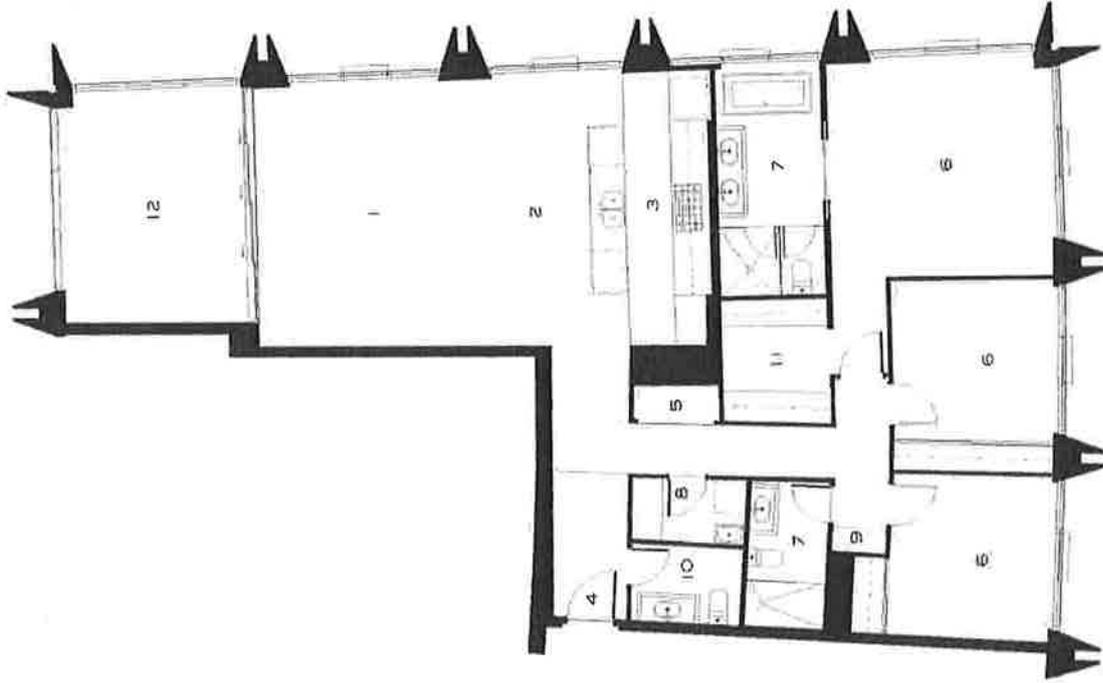




KEY PLAN LEVEL 6

APARTMENT TYPE A2  
LEVEL 6  
[THREE BEDROOM]

WEST WING  
LOT - 55



LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY

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KEY PLAN LEVEL 2 - 5

APARTMENT TYPE B1  
 LEVEL 2-5  
 [THREE BEDROOM]

EAST WING  
 LOT - 68, 78, 88, 98

WEST WING  
 LOT - 12, 22, 32, 42

LEGEND

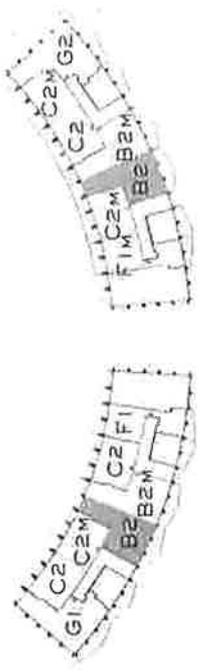
- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY



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KEY PLAN LEVEL 1

APARTMENT TYPE B2  
LEVEL 1  
[THREE BEDROOM]

EAST WING  
LOT - 60

WEST WING  
LOT - 4

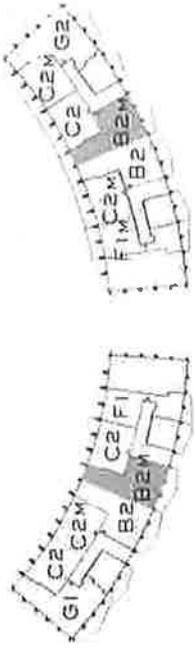
LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY
- 13. TERRACE



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KEY PLAN LEVEL 1

APARTMENT TYPE B2M  
LEVEL 1  
[THREE BEDROOM]

EAST WING  
LOT - 61

WEST WING  
LOT - 5

LEGEND

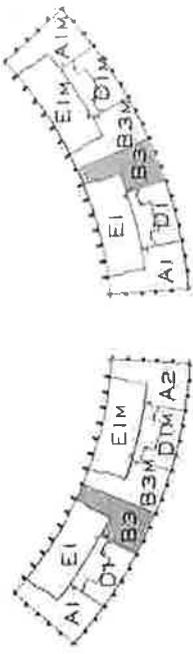
- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY
- 13. TERRACE



13

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KEY PLAN LEVEL 6

APARTMENT TYPE B3  
LEVEL 6  
[THREE BEDROOM]

EAST WING  
LOT - 107

WEST WING  
LOT - 51

LEGEND

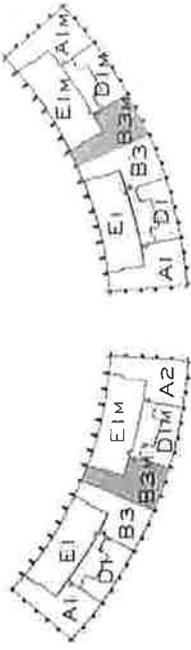
- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY



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KEY PLAN LEVEL 6

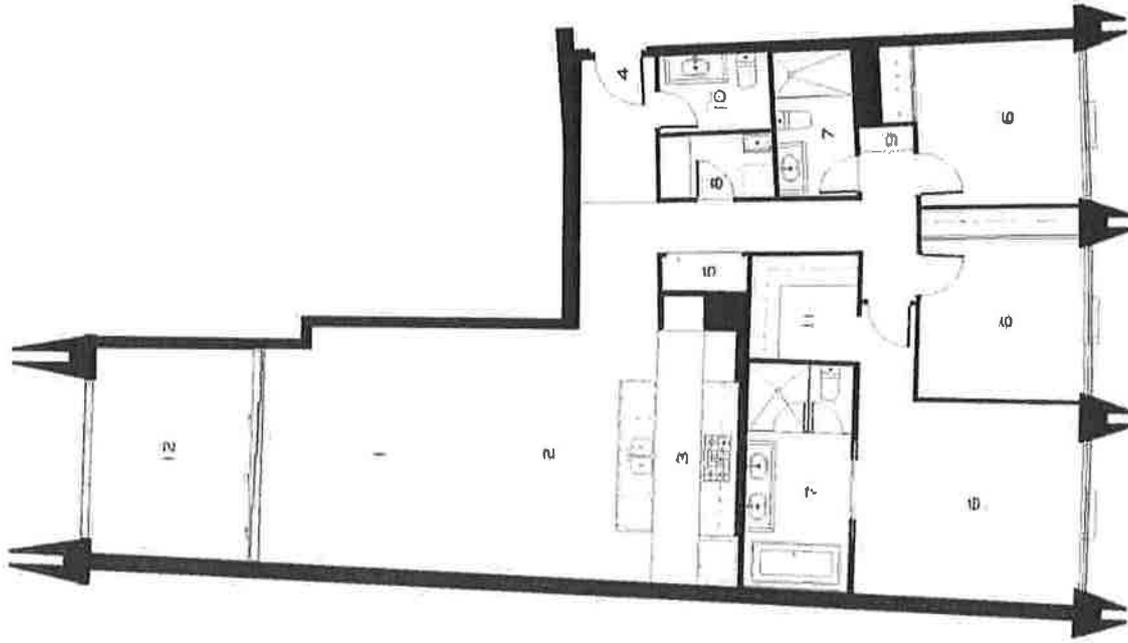
APARTMENT TYPE B3M  
LEVEL 6  
[THREE BEDROOM]

EAST WING  
LOT - 109

WEST WING  
LOT - 53

LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. POWDER ROOM
- 11. W.I.R.
- 12. BALCONY



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KEY PLAN LEVEL 2 - 5

APARTMENT TYPE CI  
LEVEL 2-5  
(TWO BEDROOM + STUDY)

EAST WING

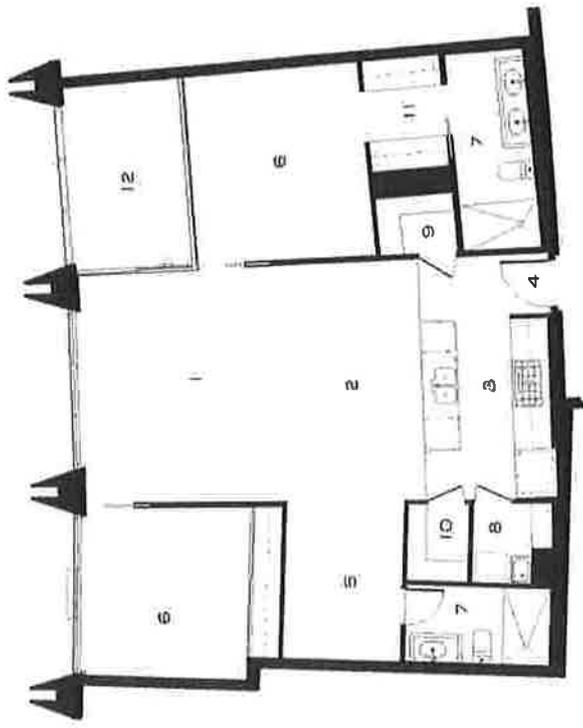
LOT - 66, 71, 76, 81, 86, 91, 96, 101

WEST WING

LOT - 10, 15, 20, 25, 30, 35, 40, 45

LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STUDY
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. STORAGE
- 10. PANTRY
- 11. W.I.R.
- 12. BALCONY



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KEY PLAN LEVEL 2 - 5

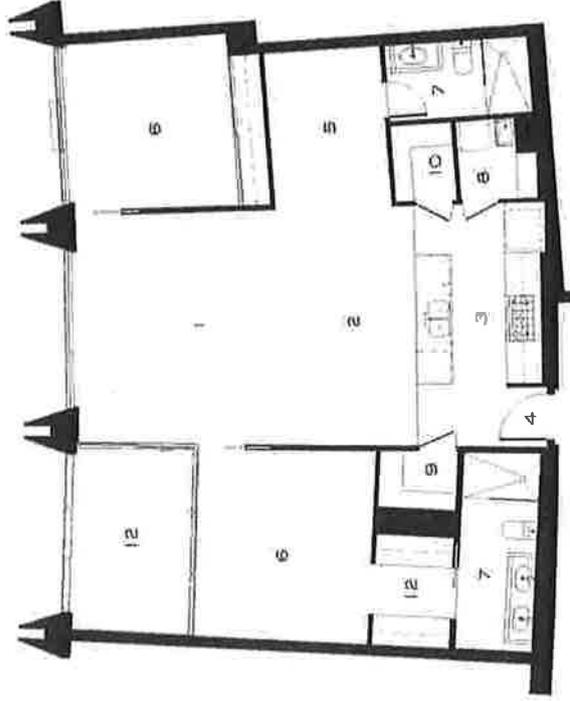
APARTMENT TYPE CIM  
 LEVEL 2-5  
 (TWO BEDROOM + STUDY)

EAST WING

LOT - 67, 72, 77, 82, 87, 92, 97, 102

WEST WING

LOT - 11, 16, 21, 26, 31, 36, 41, 46



LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STUDY
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. STORAGE
- 10. PANTRY
- 11. W.I.L.R.
- 12. BALCONY

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KEY PLAN LEVEL 1

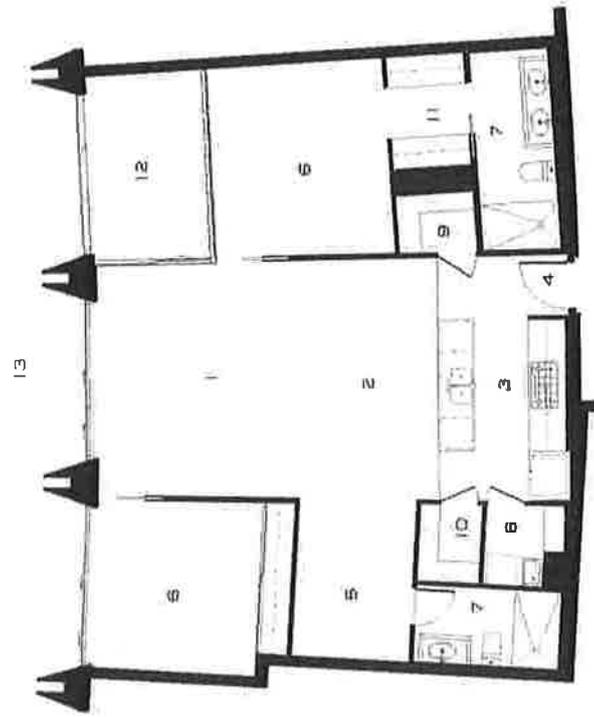
APARTMENT TYPE C2  
LEVEL 1  
(TWO BEDROOM + STUDY)

EAST WING  
LOT - 62

WEST WING  
LOT - 2, 6

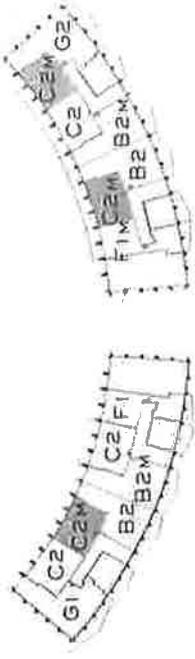
LEGEND

1. LIVING
2. DINING
3. KITCHEN
4. ENTRY
5. STUDY
6. BEDROOM
7. BATHROOM
8. LAUNDRY
9. STORAGE
10. PANTRY
11. W.I.R.
12. BALCONY
13. TERRACE



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KEY PLAN LEVEL 1

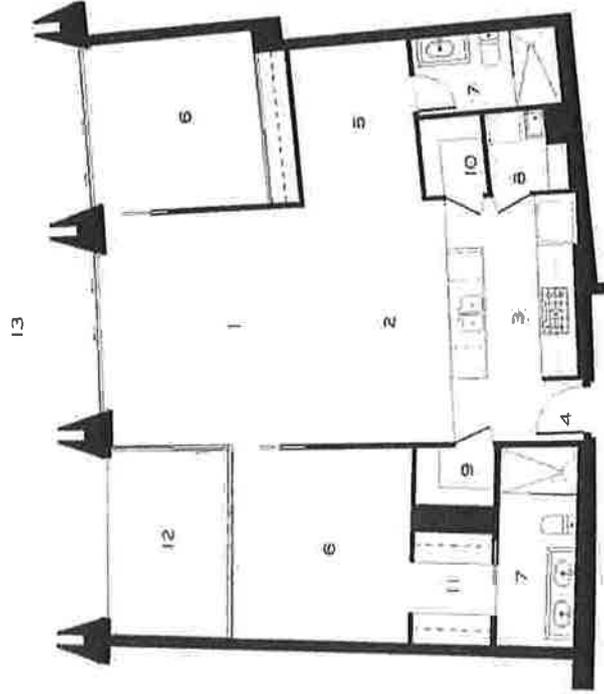
APARTMENT TYPE C2M  
LEVEL 1  
(TWO BEDROOM + STUDY)

EAST WING  
LOT - 59,63

WEST WING  
LOT - 3

LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STUDY
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. STORAGE
- 10. PANTRY
- 11. W.I.R.
- 12. BALCONY
- 13. TERRACE



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KEY PLAN LEVEL 2 - 5

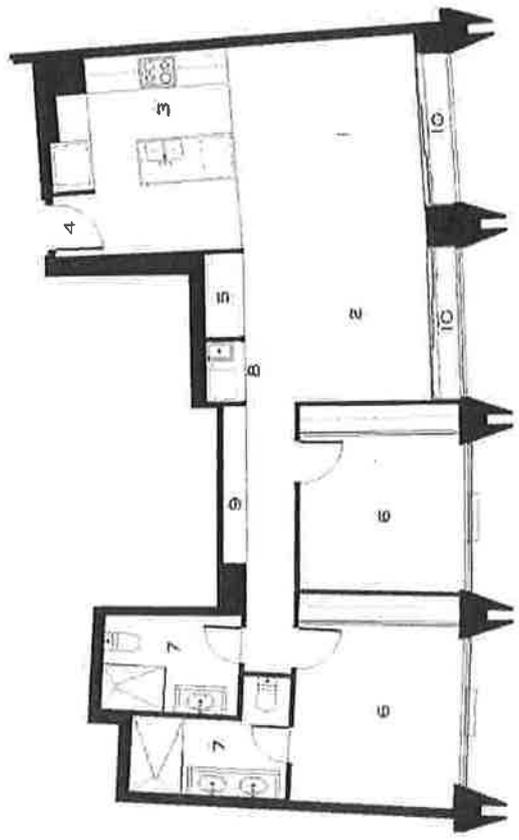
APARTMENT TYPE D1  
 LEVEL 2-5  
 (TWO BEDROOM)

EAST WING  
 LOT - 69, 79, 89, 99

WEST WING  
 LOT - 13, 23, 33, 43

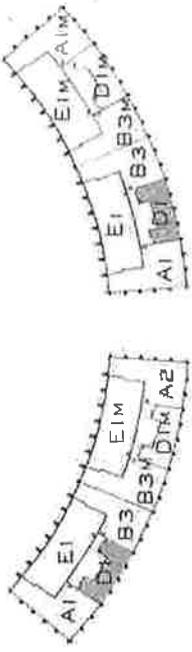
LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. BALCONY



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KEY PLAN LEVEL 6

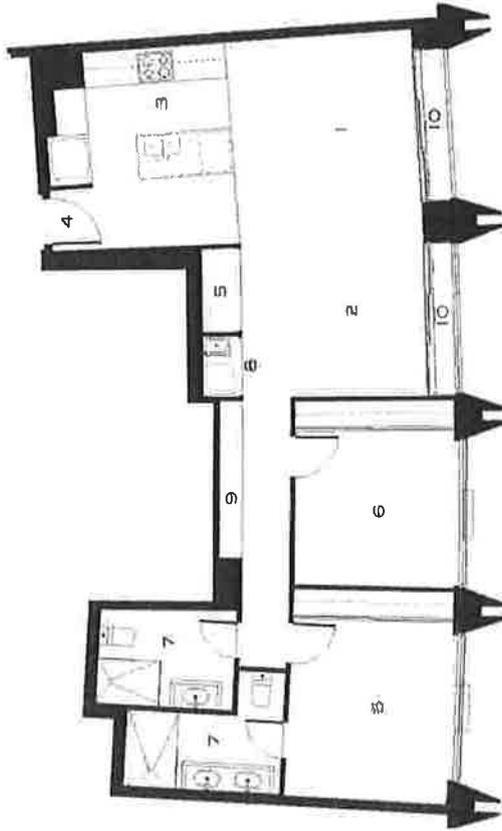
APARTMENT TYPE DI  
 LEVEL 6  
 [TWO BEDROOM]

EAST WING  
 LOT - 108

WEST WING  
 LOT - 52

LEGEND

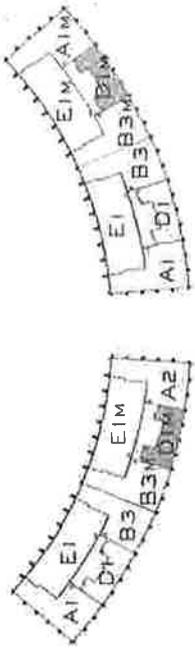
- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. BALCONY



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KEY PLAN LEVEL 6

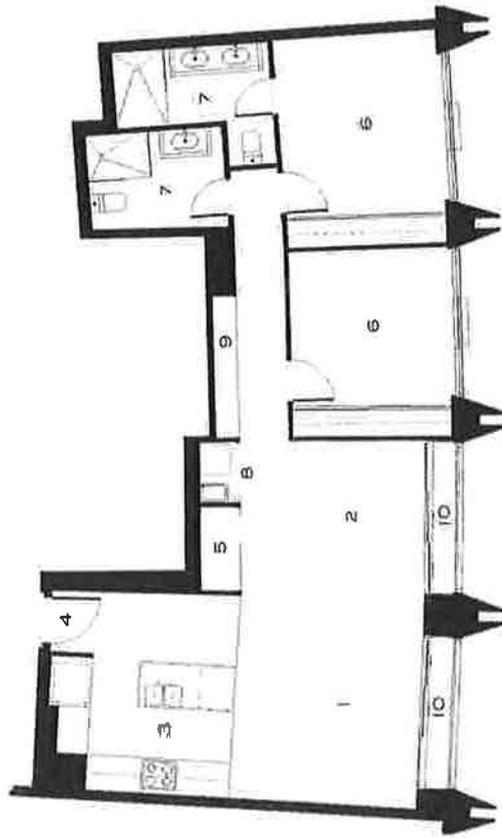
APARTMENT TYPE DIM  
 LEVEL 6  
 [TWO BEDROOM]

EAST WING  
 LOT - 112

WEST WING  
 LOT - 56

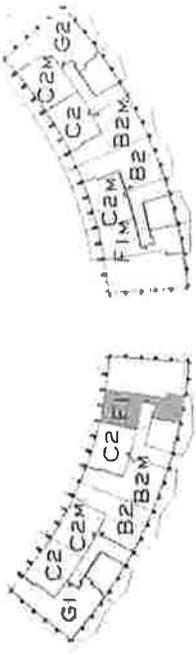
LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. STORAGE
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. BALCONY



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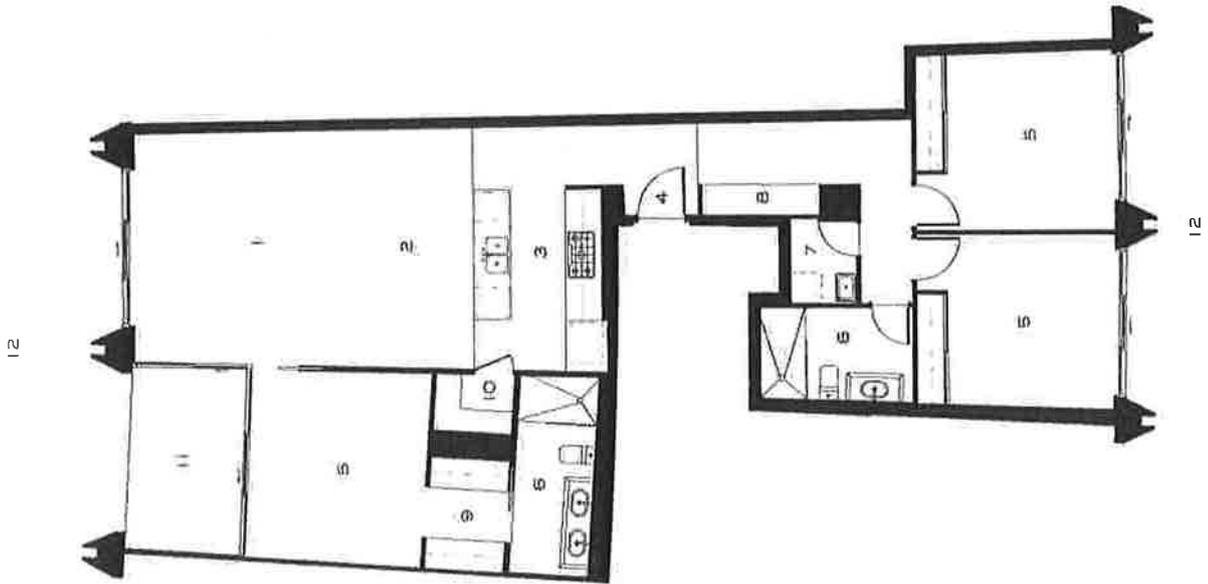
KEY PLAN LEVEL 1

APARTMENT TYPE F1  
LEVEL 1  
[THREE BEDROOM]

WEST WING  
LOT - 7

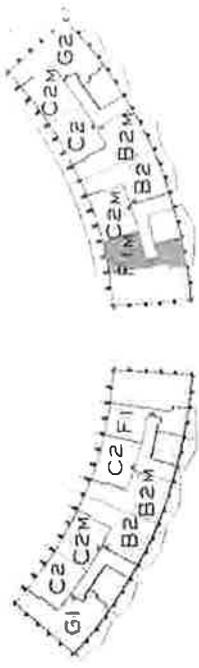
LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. BEDROOM
- 6. BATHROOM
- 7. LAUNDRY
- 8. LINEN
- 9. W.I.R.
- 10. PANTRY
- 11. BALCONY
- 12. TERRACE



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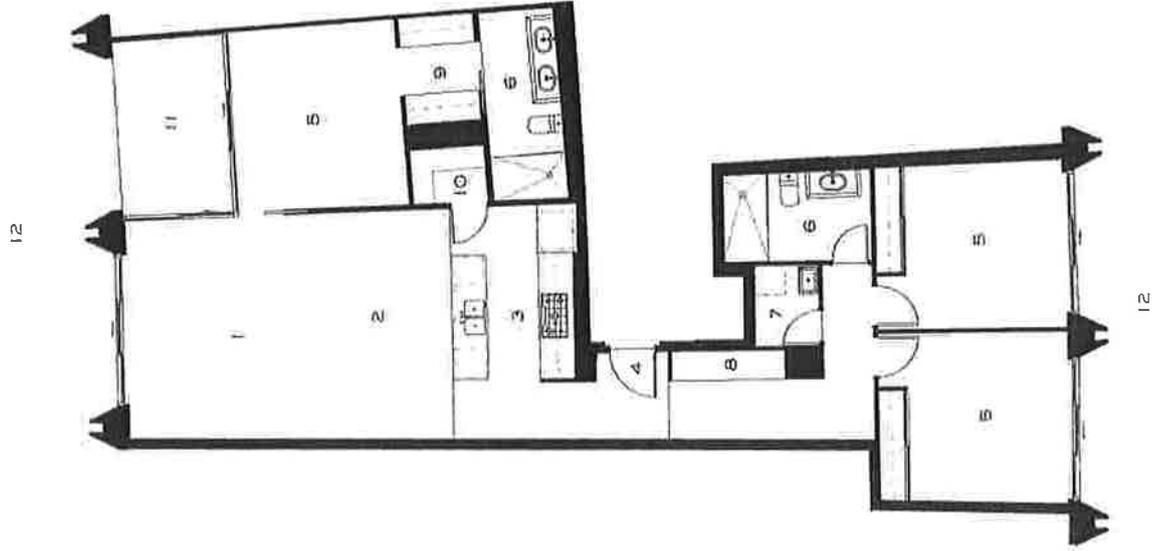
KEY PLAN LEVEL 1

APARTMENT TYPE F1M  
LEVEL 1  
[THREE BEDROOM]

EAST WING  
LOT - 58

LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. BEDROOM
- 6. BATHROOM
- 7. LAUNDRY
- 8. LINEN
- 9. W.I.R.
- 10. PANTRY
- 11. BALCONY
- 12. TERRACE



Sunland Group

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KEY PLAN LEVEL 1

APARTMENT TYPE G1  
LEVEL 1  
(THREE BEDROOM  
+ MEDIA)

WEST WING  
LOT - 1

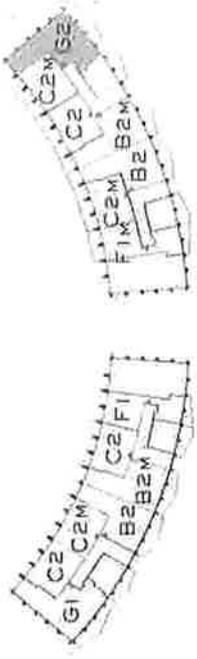
LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. MEDIA
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. W.I.R.
- 11. BALCONY
- 12. TERRACE



Sunland Group

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KEY PLAN LEVEL 1

APARTMENT TYPE G2  
LEVEL 1  
(THREE BEDROOM  
+ MEDIA)

WEST WING  
LOT - 64

LEGEND

- 1. LIVING
- 2. DINING
- 3. KITCHEN
- 4. ENTRY
- 5. MEDIA
- 6. BEDROOM
- 7. BATHROOM
- 8. LAUNDRY
- 9. LINEN
- 10. W.I.R.
- 11. BALCONY
- 12. TERRACE



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## SCHEDULE 5 - POWER OF ATTORNEY

**BY THIS POWER OF ATTORNEY** I/We the person(s) named below:

\_\_\_\_\_ [insert name of Buyer]

\_\_\_\_\_ [insert address]

as Buyer of the lot referred to below ("the **Lot**") under an agreement to which this document is a Schedule ('**Contract**') jointly and severally (if there is more than one Buyer) **HEREBY APPOINT** each of **WHITTSVILLA PTY LTD ACN 128 716 549** ('**Seller**') and its directors jointly and severally to be my/our true and lawful attorney or attorneys for me/us in my/our name, at my/our expense and as my/our act and deed to:

- (a) exercise and perform to the exclusion of the Buyer as proprietor of lot \_\_\_\_\_ [insert lot] on the Building Units Plan for Marina Concourse ("the **Plan**"), all the Buyer's voting and other rights, duties, obligations and functions relating to the operation and control of The Proprietors - Marina Concourse Body Corporate ("the **Body Corporate**");
- (b) to sign any document that is required for an amendment, extinguishment or partial extinguishment of a building management statement that affects the Lot or the common property of the Body Corporate;

**AND DECLARE** that this power of attorney is to operate and continue and be irrevocable for a period of 2 years from the date of registration of the Plan or the date on which the Seller ceases to be proprietor of any lot on that Plan, whichever is the later;

**AND** ratifies and confirms and agrees to ratify and confirm everything the attorney does or causes to be done pursuant to this power of attorney;

**AND** the attorney is entitled to enter into conflict transactions;

**AND** without limiting the generality of the term 'attorney' where used in this power of attorney **DECLARES** that that expression includes 'proxy' for the purposes of the Building Units and Group Titles Act and the by-laws of the Body Corporate.

**EXECUTED** as a deed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signed sealed and delivered by the Buyer )  
referred to above in the presence of: .....

.....  
Witness

Signed sealed and delivered by the Buyer )  
referred to above in the presence of: )  
.....

.....  
Witness

Signed by )  
ACN )  
section 127 of the Corporations Act )  
)

.....  
Sole Director and Sole Secretary/Director

.....  
Director/Secretary

.....  
Print Name

.....  
Print Name

**SCHEDULE 6**  
**SPECIAL CONDITIONS**

# SCHEDULE 7

## FIRB EXEMPTION CERTIFICATE



Our reference: FI7022396993195  
Contact officer: Jimmy Shen  
Phone: 49619

18 August 2016

## Approval of an exemption certificate to sell new dwellings

- Your application has been approved
- You must provide us a report every 6 months on dwellings acquired by foreign persons

Dear Mr Joe Welch

Your application FI7022396993195 dated 14 July 2016 concerning the proposal for Whittsvilla Pty Ltd (the Developer) to sell new dwellings to be constructed at Ross Street Benowa Queensland 4217 known as Marina Concourse (the Development) to foreign persons has been approved subject to the conditions specified below.

This letter constitutes an Exemption Certificate issued under the provisions of the *Foreign Acquisitions and Takeovers Act 1975*.

### **Certificate**

This certificate provides an exemption for foreign persons (and their associates) from the requirement that they individually notify the Treasurer and obtain foreign investment approval for any purchase of new dwellings in the Development.

This Certificate is subject to the following conditions:

- the Development consists of 50 or more dwellings
- the Development is marketed in Australia
- the Developer provides a copy of this Certificate to each foreign person who is purchasing new dwellings up to a value of \$3 million in the Development
- the Developer provides a report to the Treasurer every 6 months specifying the number of dwellings acquired by foreign persons who have been given this certificate. The first report is due 20 February 2017, must be provided within 30 days of this date and must include the information identifying the foreign purchaser, details of their acquisition and the value of total purchases by that foreign person within the Development
- the Developer must ensure that the fees applicable for those new dwellings, acquired by foreign persons covered by the certificate, are paid within 30 days of the end of the 6 month period in line with the reporting requirement in the condition above

### **Important information**

If you have any questions, phone **13 28 69**, between 8.00am and 6.00pm, Monday to Friday and ask for Jimmy Shen on extension 49619. For more information visit [www.firb.gov.au](http://www.firb.gov.au)

Failure by the Developer to comply with the conditions of this exemption certificate may constitute an offence of the Act which provides for substantial penalties including monetary fines, imprisonment or both. It is an offence to fail to keep appropriate records relating to acquisitions and compliance with conditions.

### How to report every 6 months

You can contact [FIRBresidential@ato.gov.au](mailto:FIRBresidential@ato.gov.au) to find out how to provide the 6 monthly report via a secure channel.

### How to pay fees for individual sales

You will be charged a fee for each acquisition by a foreign person as per this schedule:

<p>Fee for each dwelling in the Development acquired by foreign persons.</p> <p><i>Note: Foreign persons are required to apply separately if they wish to acquire new dwellings in the Development with a total value of more than \$3 million.</i></p>	<ul style="list-style-type: none"><li>■ Per dwelling acquired for \$1 million or less — \$5,000</li><li>■ Per dwelling acquired for over \$1 million and less than \$2 million — \$10,100</li><li>■ Per dwelling acquired for between \$2 million and less than \$3 million — \$20,300</li></ul>
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When you applied for this exemption certificate you were issued a payment reference number 270223969931950223 to pay your exemption certificate application fee of \$25,300. You can give this payment reference number to foreign persons wishing to purchase dwellings within the Development. This may assist you in the fee collection process for sales to foreign buyers. Further information on how to pay these fees can be found at [www.ato.gov.au/business/payments-to-ato/how-to-pay/](http://www.ato.gov.au/business/payments-to-ato/how-to-pay/)

You can find out more on the Foreign Investment Review Board website at [www.firb.gov.au](http://www.firb.gov.au)

If you have any questions, and are calling from:

- Australia - phone **13 28 69** between 8:00am and 6:00pm, Monday to Friday and ask to be connected to Jimmy Shen on **49619**.
- Overseas - phone us on **+61 2 6216 1111** between 8:00am and 5:00pm, Australian Eastern Standard Time (AEST), Monday to Friday, and ask to be connected to Jimmy Shen on **49619**.

Yours sincerely

Mark Konza  
Deputy Commissioner of Taxation

**SIGNED AS A DEED**

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

**Buyer's Execution - Individual** )  
SIGNED SEALED AND DELIVERED by the )  
Buyer in the presence of: )

.....  
Signature of Buyer

.....  
Signature of Witness

**Buyer's Execution - Individual** )  
SIGNED SEALED AND DELIVERED by the )  
Buyer in the presence of: )

.....  
Signature of Buyer

.....  
Signature of Witness

**Buyer's Execution - Company** )  
SIGNED SEALED AND DELIVERED for and )  
on behalf of the Buyer by authority of the )  
directors in the presence of: )

pursuant to the Corporations Act

.....  
Director

.....  
Sole Director/Secretary

.....  
Full name of director

.....  
Full name of director/secretary

**Guarantor Signs**

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

⇒ \_\_\_\_\_

⇒ \_\_\_\_\_ )  
Witness )

\_\_\_\_\_  
*Print Name*

⇒ \_\_\_\_\_ )  
Print Name )

⇒ \_\_\_\_\_

\_\_\_\_\_  
*Print Name*

**Seller Signs**

SIGNED SEALED AND DELIVERED BY )  
WHITTSVILLA PTY LTD ACN 128 716 549 by its duly )  
authorised Attorneys )

\_\_\_\_\_  
and )  
\_\_\_\_\_ )

under Power of Attorney No \_\_\_\_\_ and who )  
declare that they have received no notice of revocation )  
of such Power of Attorney as at this date )

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Attorney signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Attorney name

\_\_\_\_\_  
Witness signature

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Attorney signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Attorney name