THE WINN

CONTRACT OF SALE

REFERENCE TABLE

Contract Date	…….day of …….., 20
Agent	LJ Hooker Sunnybank Hills 25 Pinelands Road, Sunnybank Hills QLD 4109 Ph: 07 3344 0288 Fax: 07 3344 0230 Licence No.…….
Seller	The MWW Investment No.1 Pty Ltd ACN 163 791 035 Trustee under Instrument 715263823 of c/- ClarkeKann Lawyers, Level 7, 300 Queen Street, Brisbane 4000
Seller's Solicitors	**ClarkeKann Lawyers** Level 7, 300 Queen Street, Brisbane 4000 Tel (07) 3001 9222 Fax (07) 3001 9299
Buyer	Name(s) ..... ✎ Address ..... ✎ Tax file number ..... ✎
Buyer's Solicitors	Firm ..... ✎ Address ..... ✎ Attention ..... ✎ Phone ..... ✎ Fax ..... ✎
Foreign Person	Is the Buyer a foreign person: ☐ Yes ☐ No *If neither box is ticked, the Buyer warrants that it is not a foreign person.*
Lot (Proposed Numbers only)	Lot Number ……✎ as detailed in the Disclosure Statement Carpark Space(s) …… ✎ as detailed in the Disclosure Statement (indicative only as detailed in clause 12.1)
Purchase Price	Lot Price: $ ……(including GST) ✎

Deposit Details (The Stakeholder is ClarkeKann Lawyers)	Initial Deposit (payable when Buyer signs this Contract) $…… ✐ Balance Deposit (payable by 5.00pm 14 days after the Contract Date) $…… ✐ Total Deposit (Initial Deposit plus Balance Deposit, which is to be not more than 20% of Purchase Price) $…… ✐ **Make Deposit cheques payable to "ClarkeKann Lawyers Trust Account"** **Make Bank Guarantees in favour of "ClarkeKann Lawyers" – see clause 1**
Guarantor(s) (If Buyer is a company or trust)	Guarantor's Name..... ✐ Address..... ✐ Guarantor's Name..... ✐ Address..... ✐
Settlement Date	The Settlement Date is the later of: (a) 14 days after the Seller notifies the Buyer that the Scheme has been established; and (b) 3 days after the date the Seller notifies the Buyer that: (i) a certificate of classification for the Scheme Building containing the Lot has issued; or (ii) the Lot is ready for occupation.
Colour Scheme and Other Options	Colour Scheme: Reflection ☐ Colour Scheme: Twilight ☐ *If neither box is ticked, Twilight is the Colour Scheme.*

Contract Terms

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

BACKGROUND

A. The Seller, The MWW Investment No.1 Pty Ltd ACN 163 791 035 Trustee under Instrument 715263823, owns or will own the Scheme Land. The Seller or a related entity of the Seller owns or will own the balance of the Scheme Land.

B. The Seller intends to cause a mixed use, commercial and/or retail and residential development (the "Scheme"), to be built on the Scheme Land to be known as The Winn ("**Development**").

C. The Buyer wants to buy the Lot. The Lot is to be a lot in the Development. More information about the Development is contained in the Disclosure Statement.

D. This Contract details the agreement of the Seller and the Buyer in relation to the sale and purchase of the Lot.

OPERATIVE PROVISIONS

1. DEPOSIT

1.1 The Buyer must pay the Deposit to the Stakeholder at the times specified in the Reference Table. The Stakeholder must hold the Deposit until either the Seller or the Buyer becomes entitled to it. The parties nominate the Stakeholder as trustee for the purposes of the LSA.

1.2 The Buyer will be in default if it:

(a) does not pay the Deposit when required;

(b) pays the Deposit by a post-dated cheque; or

(c) pays the Deposit by a cheque which is dishonoured when it is presented.

Bank Guarantee Option

1.3 The Buyer may provide a Bank Guarantee to the Seller instead of the Deposit.

1.4 If before settlement of this Contract the Seller determines on reasonable grounds that the Bank Guarantee is no longer acceptable to the Seller, then, the Seller may require the Buyer by notice in writing to pay the Deposit to the Stakeholder in lieu of or in exchange for the Bank Guarantee. The Buyer agrees to pay the Deposit within 14 days of such a request from the Seller.

1.5 The Bank Guarantee may be called upon if the Seller terminates this Contract in circumstances where the Seller is entitled to the Deposit. If the Bank Guarantee is called on, then the amount of the Bank Guarantee or must be paid to the Stakeholder. The amount called on will then be treated as the Deposit and dealt with in accordance with the provisions of the LSA and the terms of this Contract.

The Seller may also call on the Bank Guarantee where the Buyer has delivered a bank guarantee which is limited by time and the Buyer has failed (whether or not requested to do so by the Seller) to replace the bank guarantee with either a cash deposit or a further bank guarantee at least 10 Business Days before the expiry date of the Bank Guarantee. The Seller may, in its absolute discretion, elect to accept a bank guarantee which does not comply with the provisions of this clause. If that happens, then if directed by the Seller at any time before settlement to do so, the Buyer must, at the Buyer's expense, replace the bank guarantee with an instrument which complies with the requirements of this clause or a cash payment of the Deposit.

1.6 The Seller or the Seller's solicitor is not required to notify the Buyer that:

(a) the Bank Guarantee is due to expire and must be replaced; or

(b) a call is to be made on the Bank Guarantee,

as a pre-condition to a call being made.

1.7 The Stakeholder is not liable for the loss of the Bank Guarantee or for making any call on or demand under the Bank Guarantee unless that action occurs as a result of an act committed in fraud.

Investment of Deposit

1.8 The Buyer and the Seller may instruct the Stakeholder to invest the Deposit (when fully paid):

(a) according to law;

(b) with a Bank selected by the Seller; and

(c) in an interest bearing account in the names of the Buyer and the Seller.

1.9 If the Deposit is to be invested, the Buyer and the Seller instruct the Stakeholder to provide the parties' tax file numbers to the Bank selected when investing the Deposit. The parties must give to the Stakeholder any other information the Stakeholder requires for the investment.

1.10 The Deposit is invested at the risk of the party entitled to receive it. The Stakeholder is not liable for any loss or diminution in value arising out of the investment of the Deposit. The parties indemnify the Stakeholder for the costs of preparing and lodging any income tax return required in respect of the investment of the Deposit and authorise the Stakeholder to deduct those costs from any interest and on the investment of the Deposit.

1.11 Each party releases the Stakeholder from any liability for a Claim where the Stakeholder reasonably pays the Deposit and any interest earned on the investment of the Deposit to a Party and it is subsequently determined that the payee was not entitled to the Deposit.

1.12 The Stakeholder is not liable to either party for any delay in investing the Deposit.

1.13 The rules on Deposit and interest entitlement are:

(a) the Seller is entitled to all Deposit and interest if this Contract is terminated because of the Buyer's default;

(b) the Buyer is entitled to all Deposit and interest if this Contract is terminated without default by the Buyer; and

(c) the Seller is entitled to the Deposit and the Buyer is entitled to all of the interest on the Deposit if this Contract settles.

Tax on Interest earned on Deposit

1.14 The party or parties entitled to the interest earned on the Deposit must pay any tax on the interest in the same proportion as the party's or parties' entitlements to the interest. If requested by either party, the Stakeholder will provide a bank statement to the relevant party noting the interest earned on the Deposit. If any interest has accrued at any June 30 before the Settlement Date, the Buyer and Seller have a present entitlement to such interest in equal shares, whether or not settlement takes place and regardless of whether or not settlement takes place and regardless of whether a party has become entitled to receive the Deposit.

1.15 The interest must be held with the Deposit until a party is entitled to receive the Deposit. The Stakeholder is authorised to deduct any tax from the interest and the Deposit.

Maximum Permitted Deposit

1.16 The parties acknowledge that the Financier may require that as a condition of funding the Development, that the deposits paid in respect of the Development by buyers are to be invested with the Financier at an interest rate determined by the Financier. The parties will not make a Claim if this occurs.

1.17 Under no circumstances is the Deposit to exceed 20% of the Purchase Price before settlement of the Contract. If the Seller allows the Buyer a discount or agrees to reduce the Purchase Price for any reason, or any circumstances arise which could lead to the Deposit exceeding 20% of the Purchase Price before settlement, then that discount, reduction or circumstance will be conditional upon settlement. If for any reason that condition cannot operate, then the Buyer will immediately be entitled to a refund of any moneys that would otherwise result in the 20% being exceeded or to reduce any Bank Guarantee to an amount equal to 20% of the Purchase Price.

Deposit to be a minimum 10%

1.18 The Buyer acknowledges and agrees that it is an essential term of this Contract that, unless otherwise agreed to in writing by the Seller, the Buyer must ensure a Deposit of 10% of the Purchase Price is at all times either paid or secured in accordance with the terms of this Contract.

Recall of Deposit from Investment

1.19 The Stakeholder shall terminate the investment of the Deposit at a reasonable time before settlement so that the Deposit and any interest will be available to be distributed at or after settlement.

1.20 The party entitled to the interest earned on the Deposit irrevocably authorises the Stakeholder to retain from the amount of interest earned the sum of $165 including GST by way of payment for attendances by the Stakeholder in relation to the investment of the Deposit. The retention amount will be released to the Stakeholder after settlement and payment is conditional upon settlement taking place.

2. DEVELOPMENT COMMENCEMENT

Commencement of Construction

2.1 The Buyer acknowledges that the Seller intends to proceed with and complete The Winn in response to market demand and that the decision in relation to the timing for commencement of construction of The Winn will be made by the Seller, in its absolute discretion.

2.2 Despite anything else in the Contract, the Buyer acknowledges that the Seller may at any time prior to completion of the basement structure of The Winn give notice in writing to the Buyer that the Works cannot or will not proceed for any reason that the Seller, in its absolute discretion may determine and the Seller will be entitled to terminate this Contract.

2.3 If the Seller terminates the Contract the Buyer will be entitled to a full refund of the Deposit plus any accrued interest and neither party shall have any further Claim against the other, except for any prior breaches.

2.4 Clause 2.2 is for the benefit of the Seller and may only be waived by the Seller in writing.

[The Seller requires the rights in this clause 2 as the Seller needs the ability to terminate the Contract if the Development is not financially viable or if there is not the market demand for the Development or the Seller cannot satisfy its Financier's requirements.]

3. APROVALS AND DEVELOPMENT FINANCE

Authority Approvals

3.1 The Seller may terminate this Contract at any time by giving written notice to the Buyer if the Seller is not able to obtain an approval from an Authority which is necessary for the construction, sale or use of The Winn on terms satisfactory to the Seller in its absolute discretion.

Financially Viable

3.2 Despite anything else in this Contract, if the Seller decides that The Winn is not Financially Viable, it may terminate this Contract by giving written notice to the Buyer by the date that is two (2) years from the Contract Date.

Financier Event

3.3 If a Financier Event occurs and the Buyer does not enter into a Replacement Contract within 30 days after the Seller gives the Buyer a Replacement Contract, then the Seller may terminate this Contract by written notice to the Buyer.

3.4 If the Contract is terminated under this clause 3, the Buyer will be entitled to a full refund of the Deposit plus any accrued interest and neither party shall have any further Claim against the other, except for any prior breaches.

3.5 Clause 3 is for the benefit of the Seller and may only be waived by the Seller in writing.

[*The Seller requires the rights in this clause 3 as the Seller needs the ability to terminate the Contract if the Development is not financially viable or if there is not the market demand for the Development or the Seller cannot satisfy its Financier's requirements.*]

4. PRE-SETTLEMENT PRESENTATION

Presentation

4.1 The Seller agrees to allow the Buyer to inspect the Lot once only during the period of fourteen (14) days before the Settlement Date at a reasonable date and time nominated by the Seller and accompanied by a representative of the Seller. ("**Presentation**").

4.2 The Buyer acknowledges that:

(a) The Winn contains a substantial number of lots;

(b) some or all of the lots in The Winn may be sold with settlement of those sales to take place at or about the same time as the Settlement Date under this Contract; and

(c) the Seller and the Seller's agent, therefore, retain the right, in their absolute discretion to:

(i) set the time and date of the Presentation;

(ii) limit the time spent during the Presentation;

(iii) limit the number of persons attending the Presentation; and

(iv) limit the number of additional inspection appointments after the Presentation,

to make sure that presentations by all buyers of the lots will be carried out in a safe and orderly manner.

Completion Certificate

4.3 During the Presentation the Buyer will look for all defects of workmanship or materials in the Lot and will bring these to the attention of the Seller.

4.4 The Seller will write down those defects on a Completion Certificate (in a format prepared by the Seller, acting reasonably) and at the end of the Presentation the Buyer will sign the Completion Certificate as being a true and correct list of all of the defects of workmanship or materials in the Lot.

Seller to fix Defects

4.5 The defects specified on the Completion Certificate and which are (subject to clauses 4.9 and 4.13) defects of workmanship or materials in the Lot must be fixed by the Seller but the parties acknowledge that those defects need not be fixed before settlement. If those defects are not fixed before settlement, then the Buyer may not:

(a) make any Claim;

(b) withhold all or any part of the Purchase Price; or

(c) delay settlement,

on account of any defects.

The Seller need not fix scratches, chips, dents, stains or marks in any surface, covering or fixture or fitting unless the defect is specified on the Completion Certificate.

Access by Seller

4.6 The Buyer must give the Seller access to the Lot (after settlement, if the defects are not fixed before settlement) to fix any defects.

Disputes

4.7 If there is a dispute between the Buyer and the Seller as to whether:

(a) a defect is a defect of workmanship or materials in the Lot (even if it is on the Completion Certificate); or

(b) a defect has been properly rectified,

then the matter must be referred to the Architect. The Architect acts as an expert and not as an arbitrator and its decision will be final and binding.

Buyer's Defect Acknowledgement

4.8 The Buyer acknowledges that:

(a) garage floors, driveways, verandas, terraces, exposed concrete surfaces, cornices, architraves and similar areas may develop imperfections (such as cracks) due to prolonged exposure to weather or adverse conditions;

(b) some of the materials used in the Lot (particularly in finishes and fittings) may comprise natural products (such as stone, timber and the like) these materials may:

(i) exhibit variations from the sample in shade, colour, texture, surface, finish, markings or the like and may contain natural fissures, occlusions, lines, indentations or the like;

(ii) expand, contract or distort over time as a result of exposure to heat, cold, changes in humidity, temperature or the like;

(iii) mark or stain if exposed to certain substances and have a limited life span; or

(iv) be damaged or disfigured by impact or scratching or other mechanical means;

(c) if timber finishes are installed in the Lot:

(i) timber finishes are not a hard surface and sharp or heavy objects will cause scratching or denting of the timber finishes;

(ii) timber naturally absorbs and releases moisture, hence shrinkage or expansion and leaching may occur;

(iii) anything that alters temperature or moisture such as heaters, air conditioners, clothes dryers, fireplaces and direct sunlight can increase the occurrence of shrinkage or expansion of timber finishes; and

(iv) joining of natural materials may not always have matching vein/grain.

4.9 The Buyer agrees that the kinds of imperfections set out in clauses 4.8(a) to 4.8(c) are not defects and that the Seller does not have to fix those kinds of imperfections and the Buyer will make no Claim in respect of any such imperfections.

Colour Scheme choice and other Buyer options

4.10 If the Colour Scheme is not nominated in the Reference Table then the Colour Scheme "Twilight" applies.

4.11 The Seller will cause the Colour Scheme to be generally in accordance with the options nominated by the Buyer in the Reference Table or in accordance with clause 4.10 (as applicable).

4.12 The parties agree that the Colour Scheme is subject to the provisions of clause 9.3 and otherwise the availability of materials.

Proper and Workmanlike Construction

4.13 The Buyer acknowledges and agrees that there is no defect of an item or items within the terms of this clause 4 if the relevant item has been constructed in a proper and workmanlike manner with non-defective materials in accordance with all relevant statutory building codes and standards.

Air conditioning

4.14 The Buyer acknowledges that any air conditioning plant for the Lot has been designed and selected to provide comfort conditions under normal ambient temperature provided sensible usage is made of effective window treatments.

4.15 The Buyer also acknowledges that any air conditioning plant (e.g. compressors) for the Lot, whether or not situated on the Lot, shall be maintained by the owner of the Lot.

Limitation of Rights

4.16 Subject to clause 10 (which specifies the Seller's After Settlement Warranty), the Buyer's rights in relation to defects are limited to its rights under this clause 4 and the Buyer shall make no other Claim.

[*The rights and obligations in this clause 4 are necessary to give:-*

(i) *the Seller (and if applicable the Seller's financier) certainty of performance by the Buyer of its settlement obligations on the Settlement Date once the Lot is constructed; and*

(ii) *provide the Buyer with the right to have any defects in the Lot rectified.]*

5. SETTLEMENT

Settlement Time and Place

5.1 Settlement must take place between 9.00am and 5.00pm on the Settlement Date at a place in Brisbane nominated by the Seller or the Seller's Solicitors.

Settlement Date

5.2 In compliance with section 212(1) of the BCCM Act it is agreed that settlement must not take place earlier than 14 days after the Seller gives notice to the Buyer that the Scheme has been established.

Transfer Documents and Stamping

5.3 The Seller's Solicitors must prepare the Transfer Documents, but may leave out personal details regarding the Buyer (other than the name of the Buyer).

5.4 If the Buyer's Solicitors give the Seller's Solicitors an undertaking to use the Transfer Documents for stamping purposes only and to hold them complying with the directions of the Seller pending settlement then the Seller will cause the Seller's Solicitors to forward the Transfer Documents to the Buyer's Solicitors for stamping purposes only before the Settlement Date.

Settlement Obligations

5.5 The Buyer must pay the Balance Purchase Price as the Seller or the Seller's Solicitors directs at settlement, on the Settlement Date.

5.6 In exchange for the Buyer paying the Balance Purchase Price to the Seller at settlement and providing a copy of the Body Corporate Notice signed on behalf of the Buyer, the Seller must give the Buyer:

(a) vacant possession of the Lot;

(b) any Certificate of Title needed to register the transfer of the Lot to the Buyer;

(c) the Transfer Documents (if they have not already been delivered to the Buyer's Solicitors);

(d) a release, in registrable form (after stamping) of any mortgage over the Lot (with any documents required to stamp the release, if applicable);

(e) keys, codes or devices in the Seller's possession for locks and security systems on the Lot or in connection with the Lot; and

(f) any instrument necessary to release any Security Interest over the Chattels.

5.7 The Seller's obligation to deliver to the Buyer the items mentioned in this clause 5.6(e) is satisfied by making the items available at the Agent's office or at the Seller's office located on or near the Scheme Land.

5.8 If the Seller seeks to avail itself of the right referred to clause 5.7, it may advise the Buyer prior to settlement.

Chattels

5.9 On settlement of this Contract, ownership of the Chattels (and the benefit of any manufacturers' warranties for those Chattels) passes from the Seller to the Buyer.

6. ADJUSTMENTS AT SETTLEMENT

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

Rates and Body Corporate Levies

6.2 The Rates and Body Corporate Levies must be adjusted:

(a) if they are paid, on the amount actually paid; and

(b) if they are unpaid, on the amount payable disregarding any early payment discount.

If no separate assessment of Rates

6.3 If, on the Date of Possession, Rates have not been separately assessed in respect of the Lot, then the proportion of the Rates assessed on or applicable to the Scheme Land and which shall be deemed attributable to the Lot shall be the same proportion that the Lot Entitlement of the Lot bears to the aggregate Lot Entitlement of all lots in the Interest Schedule of the CMS.

6.4 If there is no separate assessment of Rates for the Lot and it is the practice of the Council to separately assess Rates from the date of registration of the Plan and then invoice the Buyer, then the Buyer is entitled to an adjustment in its favour based on the estimated Rates for the Lot from the date of registration of the Plan until the Date of Possession.

Land Tax

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

6.6 The land tax adjustment is to be made on the amount equal to (A x B) ÷ C where:

A is the unimproved value (for land tax purposes) of the Scheme being the unimproved value of the Scheme Land adjusted proportionately by removing the unimproved value of the Retail Lots on the previous 30 June;

B is the Lot Entitlement allocated to the Lot in the Interest Schedule of the CMS; and

C is the aggregate Lot Entitlement for all lots in the Interest Schedule of the CMS.

6.7 If land tax is unpaid on the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then, as part of the adjustment, the Buyer may not deduct the specified amount from the Balance Purchase Price payable at settlement and the Seller must pay the amount promptly to the Office of State Revenue after the Settlement Date.

Body Corporate Insurance

6.8 For the purposes of this clause 6, the Body Corporate Levies are taken to include a proportion of any body corporate insurance premiums paid by the Seller pursuant to section 191 of the BCCM Act in respect of the Development, being an amount equal to (P x B) ÷ C, where:

P is the amount of the premium; and

B is the Lot Entitlement allocated to the Lot in the Interest Schedule of the CMS; and

C is the aggregate Lot Entitlement for all lots in the Interest Schedule of the CMS.

Readjustment

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

7. GST

7.1 The Seller shall be liable for any Goods and Services Tax payable on the Purchase Price for

the Lot and in respect of any other supply under this Contract.

7.2 The Seller discloses to the Buyer that it elects to adopt the "Margin Scheme" pursuant to Division 75 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*. The Buyer agrees it shall not raise any Claim as a result of the Seller making such election and agrees to the adoption and application of the Margin Scheme. The Buyer acknowledges that the acquisition of the Lot will not be a "creditable acquisition" for GST purposes.

8. INTEREST ON OUTSTANDING MONEY

8.1 If any money payable by the Buyer under this Contract is not paid when due, then the Buyer must pay default interest to the Seller on the outstanding money at the prime lending rate charged by the Seller's Financier plus two (2) per centum from the due date for payment until the date payment is made.

8.2 The Seller may recover the interest from the Buyer as liquidated damages.

8.3 Clause 8 does not alter the strict effect of clause 16 or limit the Seller's other rights.

9. CONSTRUCTION OF THE LOT, ETC

9.1 Subject to this Contract, the Seller must cause The Winn and the Lot to be constructed:

(a) in a good and tradesmanlike manner; and

(b) substantially as shown or described in the Disclosure Statement.

Seller May Make Changes to Development

9.2 The Seller may make the following changes to the Development:

(a) any changes (provided that the Buyer is not materially prejudiced by the change);

(b) change the number of lots in the Development or the design of any lot (this clause 9.2(b) does not apply to the Lot);

(c) change the design or any other aspect of the Development or the development of the Scheme;

(d) make a change to any aspect of the Development or the development of the Scheme if the Council or any other Authority requires it;

(e) alter the area or dimension of the Development or transfer or dedicate any part of the Development or the Scheme Land in accordance with any approval or requirement of an Authority;

(f) alter the Common Property or any facilities or rights in relation to their use;

(g) alter the Shared Access and Facilities rights or obligations which are intended to benefit or burden The Winn (including in respect of the Retail Lots);

(h) change anything in the Caretaking Agreement or Letting Agreement;

(i) construct any services on or under the Development or the Scheme Land (which need not be protected by easement);

(j) grant any exclusive use, special rights of occupation, authorities to enter Common Property or enter into a Shared Access and Facilities agreements in respect of any part of the Common Property; or a body corporate asset, the Retail Lots or any other part of the Development;

(k) include any Additional Land in the Scheme Land or the Development (whether before or after settlement);

(l) exclude or remove from the Scheme Land any part of the Scheme Land originally intended to be included in the Scheme Land and (if it elects) include that excluded land in the Retail Lots;

(m) elect to carry out the Development including the development of The Winn in stages including the ability to alter the number of stages; and

(n) any change contemplated in the Contract or the Disclosure Statement.

[*The Seller needs the rights in clause 9.2 to do things in the future given the Development has not been completed. The Seller needs the flexibility to make changes to the Development taking into account the various contingencies of developing this type of Project including circumstances which are currently unknown such as a future requirement of a statutory authority.*]

Seller May Make Changes to the Lot

9.3 The Seller may make the following changes to the Lot:

(a) the size of the Lot may be up to 5% different (more or less) from that shown in the Disclosure Statement;

(b) the location, configuration or size of any carpark the exclusive use of which is to attach to the Lot;

(c) substitute items relating to the Finish of the Lot as long as the Architect is satisfied (acting reasonably) that the new items are of similar quality as the items being substituted;

(d) any changes required by the Council or any other Authority; and

(e) any design changes that the Architect (acting reasonably) recommends to the Seller as an improvement or change to accommodate the contingencies of design and building (including but not limited to features in the Lot, the Finish, the Colour Scheme, the carpet colour, the fridge joinery and the interior layout and design).

[*The Seller needs the rights in clause 9.3 as the Lot has not been completed and the Seller may need flexibility to alter the Lot in order to accommodate the contingencies of design and construction (including but not limited to features in the Lot, the Finish, the Colour Scheme, the carpet colour and the fridge joinery and the interior layout and design). In addition the Finishes cannot be installed until closer to completion and items may need (subject to availability) to be replaced by other items of equivalent quality*.]

10. SELLER'S AFTER SETTLEMENT WARRANTY

10.1 The Buyer has the benefit of the Seller's Warranty in clause 10.2 for a period of 3 months after the Settlement Date.

Seller Will Fix Defects

10.2 The Seller's Warranty is that the Seller will fix

(a) any Services for the Lot that are not working properly, or

(b) Latent Defects,

which are notified in writing to the Seller by no later than 3 months after the Settlement Date.

10.3 The Buyer must give the Seller access to the Lot to conduct repair work.

10.4 If there is a dispute between the Buyer and the Seller as to whether a Service for the Lot is not working properly or whether a Service for the Lot has been properly repaired or whether there is a Latent Defect, then the matter must be referred to the Architect. The Architect acts as an expert and not as an arbitrator and its decision will be final and binding.

11. SUNSET DATE

11.1 Settlement of this Contract is subject to registration of the Plan for the Scheme.

11.2 Other than because of the Buyer's default, if the Seller has not settled this Contract before the **earlier** of the following:

(a) the date that is three and a half (3.5) years from the Contract Date or if the Buyer requests a later date for settlement and the Seller agrees to the date, the later date; or

(b) the end of five and half (5.5) years after the day this Contract was entered into by the Buyer or, if the Buyer requests a later date for settlement and the Seller agrees to the date, the later date,

then the Buyer or Seller may terminate this Contract by giving a notice of termination to the other party whereupon the Deposit shall be refunded to the Buyer plus any accrued interest and neither party shall have any Claim against the other arising out of or pursuant to this Contract.

12. MATTERS RELATING TO TITLE AND EXCLUSIVE USE RIGHTS

12.1 **Carpark Exclusive Use**

(a) If a Carpark Space(s) is detailed in the Reference Table (subject to the Seller's rights in clause 12.1(c)), then the Seller must cause the Body Corporate to execute and register a CMS with Schedule E (description of lots allocated exclusive use areas of common property) completed so as to make the Carpark Space(s) which is outlined in ink or otherwise identified in the Disclosure Statement (to give an impression of the approximate size, shape, location and dimensions) available for the exclusive use of the owner of the Lot.

(b) To avoid any doubt, the Carpark Space(s) are **not** included in the title of the Lot and are **not** a part of the Lot; instead the parties intend that the Carpark Spaces(s) be a part of the Common Property, and that the Buyer be given the exclusive use of the

Carpark Space(s) by way of an exclusive use by-law (detailed in the Disclosure Statement).

(c) The Carpark Space(s) noted in the Reference Table is indicative only and may be reallocated by the Seller in the Seller's absolute discretion at any time prior to settlement. If the Seller exercises its rights under this clause the Buyer must be allocated the same number of carpark spaces.

(d) The Buyer acknowledges that no Carpark Space in the Building is of a higher standard use or amenity than any other Carpark Space in the Building and will not make any Claim in relation to the Seller exercising its rights under clause 12.1(c).

[The rights in clause 12.1 are required as the carpark layout may change due to variations, requirements and marketing of the Development. The carpark spaces allocated are not settled and are indicative only and will not be settled until the lots are sold and developed. The Seller needs to exercise its discretion in allocating carpark spaces.]

Other Area Exclusive Use

12.2 If other exclusive use areas for the benefit of the Lot are detailed in the Disclosure Statement, then the Seller must cause the Body Corporate to execute and register a CMS with Schedule E (description of lots allocated exclusive use areas of common property) completed so as to make the other area/s which are outlined in ink or otherwise identified in the Disclosure Statement (to give an impression of the approximate size, shape, location and dimensions) available for the exclusive use of the owner of the Lot.

12.3 To avoid any doubt, the other area/s are **not** included in the title of the Lot and are **not** a part of the Lot; instead the parties intend that the other area/s be a part of the Common Property, and that the Buyer be given the exclusive use of the other area/s by way of an exclusive use by-law (detailed in the Disclosure Statement).

Estate in Fee Simple

12.4 At settlement, the interest in the Lot sold will be an estate in fee simple.

12.5 The Lot is sold subject to:

(a) the provisions of the BCCM Act;

(b) any reservations or conditions on the title to the Lot or the title to the Common Property or the original deed of grant for the Scheme Land;

(c) the CMS including the by-laws of the Body Corporate;

(d) the BMS;

(e) any easement or other right disclosed in the Disclosure Statement or to be given to the Council, any other Authority or any other person in connection with, or the implementation of, the Development or the sealing or registration of the Plan;

(f) mains, pipes or any equipment for any services to the Scheme Land passing through other land or being on the Lot or the Common Property; and

(g) any other matter disclosed or provided for in this Contract (including all matters disclosed in the Disclosure Statement and including any Body Corporate Agreements).

12.6 The Buyer may not deliver any requisitions on title.

Ongoing Development by Seller

12.7 The Buyer acknowledges that:

(a) the Lot is part of the proposed Development and that further construction may be carried out on the Scheme Land, and any Additional Land after the Buyer takes possession, and settlement of the sale and purchase, of the Lot ("**Construction**");

(b) any Construction may cause odour, dust, noise, nuisance and other inconvenience and disturbance to the Buyer;

(c) any Construction of the Development may be carried out in stages; and

(d) any part of the Scheme Land or the Additional Land or other land nearby owned or to be developed by the Seller or a related entity of the Seller may not be developed or may be developed for a purpose or use different from that originally contemplated.

No Objection

12.8 The Buyer agrees not to raise objection, nor seek to delay settlement, nor seek to make a Claim in respect of:

(a) any future Construction or associated works and the noise, nuisance or other inconvenience which might arise from that;

(b) the use by the Seller, and persons authorised by it, of the Common Property or other lots in the Scheme to:

(i) give access to and egress from any part of the Scheme Land or the Retail Lots with or without vehicles and equipment; and

(ii) store building materials, vehicles, equipment or fill on the Scheme Land ;

(c) complying with any reasonable directions of the Seller (or those authorised by it) while construction or building operations are being carried out on the Scheme Land, including directions related to traffic (vehicle and pedestrian) flow; and

(d) the Seller not developing the Scheme Land for a purpose or use different from that originally intended.

12.9 In exercising its rights under clauses 12.7 and 12.8 the Seller will use reasonable endeavours to prevent undue interference with the enjoyment, by the Buyer, of the Lot and the Common Property.

[*The rights in clauses 12.7 and 12.8 are necessary to enable further construction and development to be undertaken by the Seller on the Scheme Land required in order to complete the Development and development of Additional Land or nearby land.]*

Marketing

12.10 The Buyer cannot object to reasonable methods used by the Seller in marketing other lots in the Development including, without limitation:

(a) the use of signs on the Scheme Land;

(b) the use of Common Property;

(c) opening of display units; and

(d) people passing over the Common Property to and from any lots in the Scheme.

Retail Lots

12.11 The Buyer acknowledges that the Retail Lots may be is a volumetric lot or may form part of the Scheme Land in the Seller's discretion. The use, operation, obligation and rights in respect of the Retail Lots is to be regulated by the CMS or the BMS. The Buyer consents to the terms of the BMS. The Retails Lot may at the Seller's discretion be used for a range of uses including (but not limited to) a café, coffee shop, pharmacy, real estate agency, supermarket, delicatessen, restaurant, shop, office or other retail or commercial uses.

12.12 The Buyer will make no Claim against the Seller in respect of matters or things disclosed in clause 12.11 or in respect of the operation or use of the Retail Lots.

13. SELLER'S RIGHTS

13.1 The Seller may:

(a) name the Body Corporate – "The Winn" or incorporate that expression in the name or utilise any other name the Seller decides;

(b) at any time before settlement:

(i) transfer or assign its interest the Scheme Land and this Contract to any person (or any part of it); or

(ii) allow a Change of Control in respect of the Seller.

If the Seller does so, the terms of this Contract (including any guarantee) will remain binding on the Buyer and the Guarantor and will be enforceable by the assignee or transferee. If the Seller requires, the Buyer must enter into such a deed or agreement with the Seller's transferee (except where such transfer is contemplated and disclosed in this Contract or the Disclosure Statement when no such requirement shall apply). The Seller may give the Buyer a deed poll signed by the transferee or the assignee in which the transferee or assignee agrees to be bound by the obligations of the Seller under this Contract and on delivery of the deed poll to the Buyer, the Seller (as assignor or transferee) is released from all obligations under this Contract, regardless of when they arose;

(c) novate its rights and obligations under this Contract to any person at any time by giving to the Buyer a deed of novation signed by that person. The terms of the novation will be decided by the Seller and may provide that the Seller is released from all obligations under this Contract, regardless of when they arose. The Buyer must promptly sign the deed and return it to the Seller (or as directed by it);

(d) cause the Body Corporate to convene a meeting prior to the Settlement Date and cause the Body Corporate to enter into the agreements and arrangements disclosed in the Disclosure Statement. If the Seller receives any payment for or in connection with the agreement, the Seller is entitled to the absolute ownership of those payments;

(e) incorporate Additional Land in or exclude land from the Development or the Scheme Land;

(f) change the way or the order in which the Development, the Scheme Land or the Retail Lots are developed;

(g) alter the Shared Access and Facilities or rights in relation to their use;

(h) change anything in the BMS;

(i) convene meetings of the building management committee to be established under the BMS to conduct any other business which the Seller considers necessary;

(j) adopt a signage or noise policy under the BMS;

(k) introduce new arrangements not provided for in the Disclosure Statement or change the duties or rights of the caretaker or letting agent under the Body Corporate Agreements;

(l) make arrangements for the bulk supply of services including electricity, hot water and cooktop gas to the Lot;

(m) change the duration of the agreements and arrangements disclosed in the Disclosure Statement, including any option periods;

(n) become a service contractor by entering into the agreements and arrangements disclosed in the Disclosure Statement with the relevant entities;

(o) change a service contractor indicated in the agreements and arrangements disclosed in the Disclosure Statement;

(p) (in accordance with clause 12.10) before, on and after the Settlement Date use reasonable methods to sell lots in the Development and the Seller may establish and maintain display units, display signs and use the Common Property or any part of the Scheme Land for this purpose;

(q) change anything in the CMS (but the proportion which the interest and contribution schedule lot entitlements for the Lot bear to the aggregate lot entitlements for all lots in the Scheme must not be changed by more than 10%);

(r) revise the proposed budget information (from that shown in the Disclosure Statement) if circumstances (such as underlying cost of services or equipment) change in the future. However, the Seller assures the Buyer that the proposed budget information was calculated on the best information available at the time of budget calculation, and that in the opinion of the Seller, the budget information is a fair and reasonable assessment of likely Body Corporate costs and outlays;

(s) change the name of the Development to any other name the Seller decides;

(t) change the name of the Scheme “The Winn” to any other name the Seller decides;

(u) grant or cause the Body Corporate to grant easements (benefitting and/or burdening) and other rights over the Development, the Scheme Land, the Common Property or the Lot to the Council, any other Authority or any other person if those easements or other rights are required in connection with the Development or the sealing of the Plan by the Council or the registration of the Plan;

(v) accept or cause the Body Corporate to accept easements and other rights over other land if those easements or other rights are required in connection with the Development or the sealing of the Plan by the Council or the registration of the Plan;

(w) amend or add to the by-laws of the Body Corporate or the CMS as contemplated under this Contract or the Disclosure

Statement or as the Seller's Solicitors require because of a change in the law or the requirements of the Registrar of Titles;

(x) permit the owners and invitees of the Retail Lots to use any Shared Access and Facilities;

(y) change the use of either of the Retail Lots; and

(z) change the regulation module for the CMS as the Seller thinks fit.

No objections, claims etc.

13.2 The Buyer shall take title to the Lot subject to the matters disclosed in clause 13.1 and any other matters detailed in this Contract or the Disclosure Statement and shall not make any objection, requisition or Claim for compensation in respect of any such matters.

[*The rights in this clause 13 are required to give the Seller the flexibility reasonably necessary to carry out and complete the Development given the various contingencies of the design, construction and development of a Project of this nature.*]

14. OTHER RELEVANT MATTERS

Original Owner's Insurance Obligations

14.1 The Seller will ensure that all insurance policies that the Seller (as original owner) is required to arrange under the BCCM Act are affected and maintained at all requisite times.

Rights to Mortgage the Land

14.2 The Seller may, at any time, mortgage or charge the Scheme Land or any part of the same or give an assignment over any of the Seller's assets.

15. POWER OF ATTORNEY / PROXY

Appointment

15.1 The Buyer irrevocably appoints the:

(a) Seller; and

(b) if the Seller is a company each director, secretary and attorney (under power of attorney) of the Seller, and their substitutes, jointly and severally,

to be the attorney of the Buyer for the following purposes:

(c) attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee; and

(d) complete, sign and lodge any voting paper (or any other document including a proxy form and any notice under the Regulation Module) to allow the Seller to vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee of the Body Corporate in respect of any motion or resolution,

for or relating to any 1 or more of the following:

(i) any new CMS to be recorded to facilitate the development identified in the CMS or the Contract of Sale;

(ii) any new CMS to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in Schedule C of the CMS;

(iii) any new CMS to record all allocations under any exclusive use by-law contained in Schedule C of the CMS or to record any deletion of any exclusive use by-law or any additional or replacement exclusive by-law to facilitate the identification and / or allocation of exclusive use areas in the Scheme;

(iv) any new BMS to be recorded to facilitate the development identified in the BMS or the Contract of Sale;

(v) any new BMS to record a clause required to rectify an inaccuracy, defect, error or omission in any clause contained in the BMS;

(vi) any new BMS to record all Shared Facilities in the Scheme Building;

(vii) affixing the seal of the Body Corporate to a Form 14 Request to Record a New CMS;

(viii) a proposal that there shall be no prohibition or restriction on the use of proxies by the Seller;

(ix) authorise the owner of a lot (including the Seller) to make an improvement under section 172 of the Regulation Module including the installation, erection and/or construction of air conditioning equipment, enclosures, carports, pergolas, fencing, storage devices, screening, shutters, security devices or apparatus and awnings;

(x) authorise the owner of a lot (including the Seller) to make an improvement under s162 of the Regulation Module including the installation, erection and / or construction of air conditioning equipment, enclosures, carports, pergolas, fencing, storage devices, screening, shutters, security devices or apparatus and awnings;

(xi) exercise any right of the Seller under the Contract;

(xii) any proposal by the Body Corporate to take action or steps permitted under ss159, 160, 161, 164, 165, 166 and 167 of the Regulation Module including the Body Corporate entering into and affixing its seal to an easement or licence with neighbouring property owners;

(xiii) the giving of an occupation authority to a service contractor or letting agent under the Regulation Module;

(xiv) the issue of a continuing contravention notice under s 182(2) or the issue of a future contravention notice under section 183(2) of the BCCM Act;

(xv) the issue of a notice under ss203(1) or (2) of the BCCM Act;

(xvi) an application to be made for an order of an adjudicator under s 238(1) of the BCCM Act;

(xvii) an appeal to be lodged under ss289 or 304 of the BCCM Act;

(xviii) the commencement of a proceeding under s 312(1) of the BCCM Act;

(xix) the adoption of administrative and sinking fund budgets for the Body Corporate;

(xx) any proposal involving spending above the limit for Committee spending;

(xxi) engaging a body corporate manager, or service contractor, or authorising a person as a letting agent, if details of the engagement or authorisation were disclosed to the Buyer before this Contract was entered into;

(xxii) consenting to the recording of a new community management statement to include by-laws, the details of which were disclosed to the Buyer before this Contract was entered into;

(xxiii) nominate a person for membership of the Committee and vote at any election of the members of the Committee;

(xxiv) consent to the assignment of an agreement entered into between the Body Corporate and a service contractor with or without a transfer fee being imposed under the Regulation Module;

(xxv) appoint a person as representative of the Body Corporate;

(xxvi) complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee notification form or owner's representative notification form) and any other notice under the Regulation Module in respect of any of the above; and

(xxvii) complete, sign and lodge any written consent under ss171(2) and 171(3) of the BCCM Act and s 171(1) of the Regulation Module as may be required to facilitate and perfect an allocation or grant under any of the exclusive use by-laws contained in the CMS.

Irrevocable

15.2 The appointment of attorney under clause 15.1 is irrevocable except that it expires 1 year after the date of establishment of the Scheme.

Buyer will not transfer

15.3 The Buyer may not transfer the Lot while the appointment in clause 15.1 is still in force unless the Buyer and the transferee enter into a deed (in a form that the Seller reasonably requires as generally outlined in Annexure “C”) under which the transferee makes an appointment required under this clause 15.

Given as security

15.4 The Buyer agrees that the power of attorney given under clause 15.1 is a “power of attorney given as security” in terms of section 10 of the Powers of Attorney Act 1998 and may:

(a) not be revoked by the Buyer without the consent of the Seller; and

(b) be exercised even if such exercise involves a conflict of duty or the attorney has a personal interest in doing so.

Proxy

15.5 The Buyer irrevocably appoints;

(a) the Seller; and

(b) if the Seller is a company, each director and secretary and attorney (under power of attorney) of the Seller,

to be the proxy to act for the Buyer at body corporate meetings and vote on the following issues:

(c) engaging a body corporate manager, or service contractor, or authorising a person as a letting agent (and any deed of consent required by any financier relating to that engagement or authorisation), if details of the engagement or authorisation were disclosed before this Contract was entered into;

(d) consenting to the recording of a new CMS to include a by-law, the details of which by-law inclusion were disclosed before this Contract was entered into; and

(e) the giving of an occupation authority to a service contractor or letting agent under the Regulation Module applying to the Scheme, the details of which authorisation were disclosed before this Contract was entered into.

15.6 The proxy appointment expires on the date the power of attorney expires under clause 15.2.

16. BUYER'S DEFAULT

16.1 If the Buyer fails to comply with any material provision of this Contract then the Seller may affirm or terminate this Contract.

16.2 If the Seller affirms this Contract under clause 16.1 then the Seller may sue the Buyer for:

(a) damages;

(b) specific performance; or

(c) damages and specific performance.

16.3 If the Seller terminates this Contract under clause 16.1 then the Seller may do all or any of the following:

(a) resume possession of the Lot;

(b) forfeit to itself the Deposit and interest earned on its investment;

(c) sue the Buyer for damages;

(d) resell the Lot; or

(e) any profit on a resale belongs to the Seller.

16.4 The Seller may recover from the Buyer as liquidated damages:

(a) any deficiency in price on a resale; and

(b) the Seller's expenses connected with this Contract, any repossession, any failed attempt to resell, and any resale.

16.5 The Buyer indemnifies the Seller against any loss or Claim that the Seller suffers as a result of any failure by the Buyer to comply with its obligations under this Contract.

16.6 The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on a solicitor and own client basis.

[This clause is recognition of the inherent commercial risks that both a seller and a buyer assume when entering into a contract in respect of an "off-the-plan" development.]

17. SELLER'S DEFAULT

17.1 If the Seller fails to comply with clause 5.6 of this Contract then the Buyer may terminate this Contract.

17.2 If the Contract is terminated under clause 17.1, the Buyer will be entitled to a full refund of the Deposit plus any accrued interest and thereafter neither party shall have any further Claim against the other.

[This clause is recognition of the inherent commercial risks that both a seller and a buyer assume when entering into a contract in respect of an "off-the-plan" development.]

18. CHANGES TO BMS AND CMS

18.1 The Buyer acknowledges that the Council or other Authority or the Seller may require amendments to the CMS and/ or BMS as a result of any conditions of a development permit that may issue, any construction issues relating to the staging of the Development or for any other reason. If such amendments are required, the Seller will incorporate them into the CMS and/ or BMS as necessary.

18.2 The Buyer will not object, make a Claim or take any other action (including delaying settlement of this Contract or terminating it) in relation to any matters referred to in clause 18.1.

19. FOREIGN INVESTMENT REVIEW BOARD

Buyer warranty

19.1 The Buyer warrants that it has correctly completed the foreign persons section of the Reference Table. If a box is not ticked in the foreign person section of the Reference Table, the Buyer warrants that it is not a foreign person. The Buyer will provide any further information requested by the Seller which is needed to comply with the requirements of FIRB.

Sale Subject to Approval

19.2 This Contract is conditional upon the Buyer obtaining FIRB Approval by the FIRB Approval Date.

19.3 The condition in clause 19.2 is regarded as satisfied once the FIRB Approval is given.

19.4 If the FIRB Approval is not obtained by the FIRB Approval Date, either party may, by written notice to the other, terminate this Contract by written notice to the other. In that case the Contract will be at an end, all Deposit and other money paid under it must be refunded in full and no party will have any Claim against the other.

Failure to Comply

19.5 If the Buyer fails to comply with this clause 19.1, the Buyer will be in default under this Contract and the Seller may, without limitation, exercise any rights under this Contract (including terminating this Contract).

Blanket FIRB Approval

19.6 The Seller reserves the right to apply to FIRB for the Development to be given a “blanket” approval for the sale of proposed lots to foreign persons. The Buyer will make no Claim in respect of any such application or approval to sell to foreign persons or the sale of lots to foreign persons.

20. DISPLAY UNIT

Acknowledgement

20.1 The Buyer acknowledges that:

(a) the Display Unit is only intended to give a general indication of the type of finishes and anything else that may be comprised within lots in the Scheme; and

(b) any of the finishes in the Display Unit which are, under this Contract, to form part of the Lot may be replaced with Finishes of approximately the same quality as provided for in clause 9.3(e).

No Objection

20.2 The Buyer will not make any Claim in relation to any matters referred to in clause 20.1.

21. INDEMNITY TO BRISBANE CITY COUNCIL

21.1 The Seller discloses to the Buyer that the Development Approval requires that an indemnity is provided by the Body Corporate (or other entity required by Council) in favour of the Council and its agents for any damage caused by refuse collection vehicles to the pavement and other driving surfaces on the Scheme Land.

22. MANAGEMENT RIGHTS

22.1 The Buyer agrees that the terms of the proposed Caretaking Agreement and Letting Agreement:

(a) achieve a fair and reasonable balance between the interests of the parties; and

(b) are appropriate for the Scheme,

and the powers to be exercised and functions required to be performed by the caretaker and letting agent are appropriate for the Scheme and do not adversely affect the Body Corporate’s ability to carry out its functions.

23. SELLER’S IP

23.1 The Buyer acknowledges and agrees that:

(a) the Seller owns the Seller's IP;

(b) the Seller may (but is not obliged to) brand The Winn with the Logos or any of them;

(c) the Seller may (but is not obliged to) licence any person to use and exploit the Seller's IP and may withdraw any such licence at its discretion; and

(d) the Buyer and the Body Corporate will have no rights or interests in any of the Seller's IP.

23.2 The Seller may:

(a) determine whether any of the Seller's IP is to be used in connection with The Winn or the Scheme Building, including to identify the Scheme Building or to provide a descriptor for the location of the Scheme Building;

(b) elect not to allow use of the Seller's IP in connection with the name of the Scheme;

(c) elect at any time not to allow the continuing association of the Seller's IP with the Scheme Building or the Scheme;

(d) elect not to maintain any registration or approval for the Seller's IP (or any part of it) under applicable laws or requirements;

(e) allow (but is not obliged to allow) the use of the Seller's IP in connection with the conduct of any business associated with any engagement or authorisations by the Body Corporate from the Scheme Land (whether under licence or otherwise); and

(f) allow the use of any intellectual property rights or branding that is not part of the Seller's IP in connection with any business conducted as part of The Winn, including in connection with the conduct of any business associated with engagements and authorisations from the Scheme Land.

23.3 The Seller will not object to the Buyer (in common with other owners) describing the Lot's location (including for the purpose of granting occupation rights in respect of the Lot) with reference to the words "The Winn" if the Seller allows the Seller's IP to be used to identify or locate the Scheme Building after settlement. The Buyer acknowledges that in not objecting to the Buyer describing the Lot's location with reference to the words "The Winn" the Seller is:

(a) not granting any licence to the Buyer in the Seller's IP;

(b) not allowing the Buyer to use the Logos; and

(c) only recognising the potential for the location of the Scheme Building to be identified by reference to the words "The Winn" and that Owners may refer to the Scheme Building and their Lots in that context.

23.4 The Seller is not required to:

(a) disclose to the Buyer (subject to the Seller's obligations to give a further statement under the BCCM Act if applicable); or

(b) obtain the approval of the Buyer in relation to,

any use of or arrangement in connection with the Seller's IP in connection with The Winn.

24. INSTALMENT CONTRACTS

24.1 In this clause:

PLA Act means the Property Law Act 1974 (Qld).

Instalment Contract has the meaning given to it under Section 71 of the PLA Act.

24.2 If:

(a) it is found that this Contract is an Instalment Contract; or

(b) any interpretation of any annexure or Special Condition causes this Contract to be or become an Instalment Contract; or

(c) any negotiation or agreement reached between the Seller and the Buyer following formation of this Contract causes this Contract to be or become an Instalment Contract,

then the Buyer consents for the purposes of Section 73(1) of the PLA Act to the Seller:

(i) mortgaging and or charging the Scheme Land (including the Property) on terms and conditions the Seller in its total discretion determines; and

(ii) selling parts of the Scheme Land (for example, other lots in the Scheme to other buyers).

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

25. FORTITUDE VALLEY NEIGHBOURHOOD PLAN

25.1 Annexure “E” contains a copy of the Brisbane City Plan 2000 Fortitude Valley Neighbourhood Plan (“**Neighbourhood Plan**”). The Neighbourhood Plan outlines Council’s intentions for the development and land use of the local area The Buyer acknowledges that the Neighbourhood Plan outlines Council’s intentions for the area but the

Seller is not bound by its provisions and the Development may not be carried out in accordance with the Neighbourhood Plan. The Seller may, in its discretion, seek to develop in a more or less intensive manner than provided for in the Neighbourhood Plan.

25.2 The Buyer will not make any Claim in relation to any matters referred to in clause 25.1.

26. REPRESENTATIONS ON VIEW

26.1 This clause applies in relation to any representations made by or on behalf of the Seller about potential views available from the Building or the Lot at or after settlement. Without limitation, such representations may have been made to the Buyer as follows:

(a) verbally;

(b) by depiction in photographs or commentary; or

(c) by or through advertising, photographs or marketing or printed materials;

(d) via any pictures or photographs in the sales office; or

(e) by actual viewing by the Buyer onsite from any viewing platform or apparatus,

(the "**View Representations"**).

26.2 The Buyer acknowledges and agrees that:

(a) the Seller has no control over current or future development by parties unrelated to the Seller of any properties surrounding or within the vicinity of the Land;

(b) the Seller may in future undertake development of its own on land surrounding or within the vicinity of the Land;

(c) if properties surrounding the Land are developed whether by the Seller under clause 26.2(b) or by third parties under clause 26.2(a), such development may interrupt the views from the Building or the Lot as compared to those represented in any View Representations and as a result, the actual views available to the Buyer from the Building or the Lot at or after settlement may not be the same as the potential views represented in any View Representations (either wholly or partially) due to any development surrounding the Scheme Land which occurs before or after settlement restricting (whether in whole or in part) the actual views available to the Buyer;

(d) any proposed retail, convenience or market precinct within close proximity to the land may not in fact be developed;

(e) any parks around or within close proximity to the Land may not be constructed or upgraded; or

(f) on street parking near or on the street frontage to the Land may not be available.

26.3 The Buyer must not make any Claim due to any of the matters referred to in clause 26.2.

27. ELECTRONIC INFORMATION

27.1 The Buyer acknowledges that the Seller may provide information regarding the Scheme (including a copy of the certificate of classification, certificate of currency for Body Corporate insurance etc) to the Buyer electronically (for example by way of an online data room).

27.2 If information is provided electronically, the Seller will inform the Buyer and provide all necessary information to access the data room to the Buyer and the Buyer must not make a Claim about information being provided in this way.

28. ELECTRONIC CONVEYANCING

28.1 The Seller is not obliged or required to perform the conveyance under this Contract or effect settlement under any electronic conveyancing or similar system, unless required to do so by law.

28.2 The Seller may, in its absolute discretion, require the parties to use any electronic conveyancing or similar system to carry out the conveyance of this Contract or any part of it or to carry out or effect settlement.

28.3 If the Seller elects to exercise any right under clause 28.2, the Buyer must carry out or perform the conveyance under this Contract settlement in the manner in which the Seller has elected.

28.4 The Buyer must not make any Claim because of any of the matters contained in this clause or the exercise or non-exercise of rights by the Seller pursuant to it.

29. PROMOTIONAL MATERIALS

29.1 The Promotional Materials constitute only a depiction of the Seller's intention in respect of the Development as at the Contract Date. They are

not intended to be, nor should they be treated as a statement of existing fact as to a state of affairs in respect of the Development.

29.2 The Promotional Materials do not form part of the description of the Development.

29.3 The Promotional Materials are not a representation or warranty by the Seller to the Buyer that:

(a) the intention of the Seller to carry out the Development is fixed and unconditional;

(b) the Scheme will be in accordance with the Promotional Materials;

(c) the Seller owns or will own all of the land required to undertake the Development;

(d) the Seller has received or will receive all necessary approvals to undertake the Development, or if approvals are received that they will be satisfactory to the Seller;

(e) the Seller has funding in place or the financial capacity to undertake the Development;

(f) the Seller has an unequivocal intention to proceed with the entire Development as depicted in the Promotional Materials or at all;

(g) the design features and inclusions as shown in the Promotional Materials are final and will form part of the Development as depicted in the Promotional Materials or at all;

(h) all aspects of the Development as shown in the Promotional Materials will be included in the Development; and

(i) the character of the Development is fixed and will not change from that which is depicted in the Promotional Materials.

The Buyer acknowledges that the undertaking of the Development is a process subject to change which may change or not be proceeded with, either in part or in whole, for any number of reasons, both before and after the Buyer has entered into the Contract and, as such, the Buyer represents and warrants to the Seller that they have not relied and will not rely on or be induced to enter into this Contract based on the Promotional Materials either in whole or in part.

30. RETAIL LOTS

30.1 The Seller does not make any promise or representation to the Buyer as to the type of operators that will operate from the retail or commercial components of the Development, the hours during which those operators will operate or when the operators will commence trading from those components of the Development. The Seller is entitled, in its absolute discretion, to decide these matters. The Buyer will not make a Claim in relation to any of these things.

31. GENERAL PROVISIONS

Guarantee and Indemnity

31.1 If the Buyer is a company or a trustee then this Contract is not binding on the Seller (and is voidable at the option of the Seller) until the Guarantee and Indemnity has been executed by one or more persons of financial substance satisfactory to the Seller.

Risk

31.2 The Lot and the Chattels are at the risk of the Seller until the Date of Possession.

31.3 If the Lot or any part of the Development are destroyed or substantially damaged before the Settlement Date, then the Seller may cancel this Contract and return the Deposit by giving written notice to the Buyer.

Business Day

31.4 If the day on or by which a person must do something under this Contract is not a Business Day the person must do it on or by the next Business Day.

Time of the Essence

31.5 Time is of the essence of this Contract except regarding any agreement between the parties on a time for settlement on the Settlement Date.

Interested Person

31.6 The Seller authorises the Buyer and the Buyer's Solicitors to apply to the Body Corporate to do anything allowed under section 205 of the BCCM Act, and the Seller confirms that the Buyer is an interested person within the meaning of section 205 of the BCCM Act.

Notices

31.7 A notice required under this Contract may be given by a party or its solicitor and must be written in English.

31.8 A party may give a notice by:

(a) delivering or posting it to the other party or its solicitor; or

(b) sending it to the facsimile number of the other party or its solicitor.

31.9 A notice is taken to be given:

(a) when delivered; or

(b) if sent by post, 2 Business Days after posting; or

(c) if sent by facsimile and sent before 5.00pm on a Business Day, when the sender's facsimile transmission report shows that the notice was completely received by the receiving facsimile machine; and

(d) if sent by facsimile and sent after 5.00pm on a Business Day or sent on a day that is not a Business Day, if the sender's facsimile transmission report shows that the notice was completely received by the receiving facsimile machine, on the next Business Day after it is sent.

31.10 Despite anything else in this Contract, as well as any other method of service, a notice under this Contract may be given (and will be treated as conclusively given) by the Seller to the Buyer or the Buyer's Solicitors by sending the notice to the email address of the intended recipient as set out in this Contract or last known to the Seller or the Seller's Solicitors. Such notice need not be signed, and will be taken to have been received at the time it is sent except where the sender's email receives a system generated report within 24 hours after dispatching the notice indicating that the notice may not have been received by the intended recipient.

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

31.12 Pursuant to the *Electronic Transactions (Queensland) Act* 2001 (Qld), the Buyer and Seller consent to information and notices under this Contract being given by electronic communication.

No Caveats

31.13 The Buyer must not lodge a caveat over the Scheme Land or any land comprised in the Development. However, the Buyer may lodge a Titles Office settlement notice over the Lot after the Plan has registered.

[*This right is required by the Seller as the lodgement of a caveat may prevent the progression and completion of the Development. The Buyer does not have a caveatable interest in the proposed Lot until the Lot is created*.]

Statements Given to Buyer

31.14 The Buyer states that before signing this Contract, it received, read and understood, completed and signed statements pursuant to:

(a) the provisions of the *Property Agents and Motor Dealers Act 2000 (Qld)* being a warning statement and PAMD Form 27 Selling Agent's Disclosure to Buyer;

(b) Chapter 5 Part 2 of the BCCM Act (including a statement under section 213 (formerly section 170) of the BCCM Act); and

(c) Section 21 of the *Land Sales Act 1984 (Qld)*.

No Reliance by Buyer

31.15 The Buyer declares that it has:

(a) not relied on any representation or statement made by the Seller or the Seller's agent in entering into this Contract other than as set out in this Contract;

(b) signed the Contract after making its own investigations and enquiries;

(c) not relied on any artist's impression, model, display unit, plan, sketch, specification or sales aid of any description (other than as contained in this Contract); and

(d) not relied on any verbal statements or representations made by any sales person or any other representative of the Seller.

Severance

31.16 If any part of this Contract is or becomes legally ineffective, invalid or unenforceable, then that part will be severed from this Contract and the remainder of this Contract will not be affected. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.

Stamp Duty

31.17 The Buyer must pay all stamp duty on this Contract and the registration fees on the Transfer Documents. The Buyer and the Seller otherwise pay their own costs in connection with this transaction.

Disclosure Statement

31.18 The Disclosure Statement is incorporated into this Contract and the parties agree to be bound by its terms. This Contract (and the Disclosure Statement which is part of this Contract) contains the entire agreement between the parties as to its subject matter and supersedes all previous negotiations and understandings if there is any inconsistency between this Contract and the Disclosure Statement then the provisions of this Contract prevail.

Assignment

31.19 The Buyer must not assign or transfer or attempt to assign or transfer the Buyer's interest under this Contract without the prior written consent of the Seller, which may be withheld in its absolute discretion.

31.20 The Seller may assign or novate its interest in the Contract pursuant to clause 13.1(b) or (c).

[*This right is required by the Seller to allow it to deal with its interest in the Development. If the Seller acts under clause 31.20 the Buyer has protection under clauses 13.1(b) and 13.1(c) that the incoming owner of the Scheme Land must comply with the Contract*.]

Further Assurance

31.21 Each party must sign all documents and do all things necessary to give full effect to this Contract.

Right to Syndicate

31.22 The Seller may syndicate its interest in the Development as long as the Seller continues to:

(a) remain liable under this Contract; and

(b) complies with its obligations under this Contract.

Privacy

31.23 The Buyer consents to:

(a) the collection of the Personal Information;

(b) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the Seller's financier;

(c) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:

(i) enabling the Seller to comply with and fulfil its obligations under or arising pursuant to or in connection with this Contract;

(ii) procuring the provision to the Buyer of the products and services contemplated by this Contract;

(iii) providing the Buyer with information relating to future activities of the Seller; and

(iv) undertaking research in connection with this Contract and any future activities of the Seller;

(d) the disclosure of Personal Information to related companies and other organisations with which the Seller is affiliated which may use and disclose Personal Information for marketing purposes;

(e) the disclosure of Personal Information to other third parties including professional advisers printing houses, insurers and marketing agents; and

(f) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract.

31.24 The Buyer acknowledges that:

(a) the Personal Information is held by the Seller subject to the requirements of the Privacy Act; and

(b) in accordance with the requirements of the Privacy Act, the Buyer may request access to the Personal Information and request that it be corrected at any time by contacting the Seller.

Re-Disclosure Notices

31.25 The Parties agree that the 14 day period for re-disclosure referred to in section 214(2) of the BCCM Act is extended to the period ending on the day on which the Seller notifies the Buyer that the Scheme has been established.

Queensland Law

31.26 This Contract is governed by Queensland law, and the parties submit to the jurisdiction of the Courts with jurisdiction in Queensland.

Non-Merger

31.27 Despite settlement and registration of the transfer, any term of this Contract which can take effect after settlement or registration remains in force.

Trustee

31.28 If the Buyer enters into this Contract as a trustee of a trust, then the Buyer covenants in favour of the Seller that:

(a) it is sole trustee of the trust and warrants that it has the authority to act on behalf of, and bind the trust;

(b) it makes this Contract for the sole benefit of the beneficiaries of the trust;

(c) it has taken all steps necessary to entitle it to be indemnified from the assets of the trust against any liability undertaken under this Contract;

(d) if requested it will deliver to the Seller copies of all constituent documents of the trust; and

(e) notwithstanding anything in the trust deed or any other document, the Buyer shall be and at all times remain personally liable to the Seller for the performance, fulfilment and observance of the obligations contained in this Contract.

Swimming Pools

31.29 Not used

Safety Switch/ Smoke Alarms

31.30 The Seller gives notice to the Buyer that an approved safety switch has been installed, or will be installed, before settlement, for the general purpose socket outlets in the Lot.

31.31 The Seller gives notice to the Buyer that a smoke alarm(s) complying with Part 9A, Division 5A of the *Fire and Rescue Service Act 1990 (Qld)* has been installed, or will be installed before settlement, in the Lot.

Death or Insolvency

31.32 If, before settlement of this Contract:

(a) the Buyer, being a natural person:

(i) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of his creditors;

(ii) in the opinion of the Seller (acting reasonably), is unable to pay his debts;

(iii) is sentenced to imprisonment for a term exceeding 1 month; or

(iv) is committed to a psychiatric hospital or, in the opinion of the Seller (acting reasonably), becomes of unsound mind; or

(b) the Buyer being a company:

(i) ceases to exist;

(ii) is deregistered;

(iii) dies, or if there is more than one natural person comprising the Buyer, one of them dies;

(iv) is subject to an application for its winding up;

(v) is ordered to be wound up, or is placed in provisional liquidation;

(vi) enters into a scheme of arrangement for the benefit of the creditors;

(vii) resolves to go into liquidation;

(viii) is put into the control of a receiver, receiver and manager, official manager or administrator; or

(ix) is affected by any other event which has substantially the same effect as

the events referred to in paragraphs (i)- (viii) above, then the Seller may (in its absolute discretion) terminate this Contract by notice. If the Seller exercises its discretion to terminate this Contract under this clause 31.32 the Seller may do all or any of the things referred to in clause 16. For the purposes of this clause *Buyer* includes any of the persons that comprise the Buyer,

then the Seller may, in its absolute discretion, by notice terminate this Contract. Upon that occurring the Deposit and all interest earned on the investment of the Deposit must be paid in full to the Buyer and after that neither party will have any Claim against the other.

[*This right is required by the Seller to allow it take action prior to settlement in relation to any of the events outlined above occurring to the Buyer. The Buyer has protection under clause 17 if the Seller is unable to comply with its obligations under the Contract.*]

31.33 **Errors or Omissions**

(a) If any mistake or error is made in relation to the description or particulars of the Lot or the Common Property or the Finish which is not governed by any other clause in this Contract the Buyer is not entitled to terminate this Contract but is entitled to compensation if demanded in writing prior to the Completion Date. The Buyer is not entitled to make any other Claim.

(b) If the Buyer gives notice of an intention to claim compensation, the Seller is entitled at its absolute discretion to remedy the matter which is the subject of the claim at the Seller's cost. If there is a dispute between the Buyer and the Seller as to whether the Seller has adequately remedied the matter an independent expert appointed by the Seller and the Buyer ("the **Expert**") will determine whether the matter has been properly remedied. In making its determination the Expert will act as an expert and not as an arbitrator and the Expert's decision will be final and binding on the parties.

(c) If the Buyer and the Seller are unable to reach agreement within 5 Business Days as to the appointment of the Expert, the Expert will be appointed by the President for the time being of the Queensland Law Society.

32. INTERPRETATION

32.1 In this Contract unless the contrary intention appears:

(a) a word or expression in the singular includes the plural and vice versa;

(b) "person" includes an individual and a corporation;

(c) an agreement, representation or warranty:

(i) in favour of two or more persons is for the benefit of them jointly and severally; and

(ii) on the part of two or more persons binds them jointly and severally;

(d) a reference to:

(i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and

(ii) a law includes regulations and other instruments under it and amendments or replacements of any of them; and

(e) a thing includes the whole and each part of it;

(f) a reference to time is the time at Brisbane; and

(g) terms in bold in the Reference Table have the meanings shown opposite them.

32.2 Headings are inserted for convenience and do not affect the interpretation of this Contract.

32.3 References to Annexures or Chapters are references to the Annexures or Chapters in the Disclosure Statement.

32.4 Reference to any body other than a party to this document (including, without limitation, an institute, association or authority), whether or not it is a statutory body:

(a) which ceases to exist; or

(b) whose powers or function are transferred to any other body,

refers to the body which replaces it or which substantially succeeds to its powers or functions.

32.5 [*Items appearing in this Contract in this format are notes only. They explain the reason for the contractual term. They are included for information purposes only and do not form part of contractual provisions*.]

32.6 The Special Conditions annexed to this Contract form part of this Contract and override any inconsistent term of the Contract Terms.

33. DEFINITIONS

The following words have these meanings in this Contract unless the contrary intention appears:

Additional Amount means the total of any additional amounts for specification upgrades to the Finishes as agreed to between the Seller and the Buyer including as agreed pursuant to the Finishes Upgrade Package.

Additional Land means those parcels of land adjacent to the Development and other land nearby owned by the Seller created or to be created upon reconfiguration which may form part of the Development at some future time (in the Seller's absolute discretion).

Architect means Kris Kowalski Architects or any other architect notified by the Seller to the Buyer.

Authority includes any government authority having jurisdiction over the construction of improvements on the Scheme Land and any telecommunications carrier.

Balance Purchase Price means the Purchase Price:

(a) less any Deposit paid by the Buyer pursuant to clause 1.1;

(b) plus any Additional Amounts;

(c) adjusted under clause 6; and

(d) including any interest payable under clause 8.

Bank means:

(a) a bank as defined by section 5 of the *Banking Act 1959 (Cth)*; or

(b) a bank constituted under a law of a State.

Bank Guarantee means an irrevocable and unconditional written undertaking of a Bank acceptable to the Seller, securing payment to the Seller:

(a) for an amount not less than the Deposit;

(b) upon demand by the Stakeholder;

(c) without reference to the Buyer;

(d) which is assignable;

(e) without an expiry date no earlier than 6 months after the sunset date contained in clause 11;

(f) contain the names of the Seller and the Buyer (and no third party) and make reference to this Contract and the sale made under it;

(g) be issued in favour of ClarkeKann Lawyers as "favouree";

(h) specify that the Seller has agreed to accept the bank guarantee instead of payment of a cash deposit; and

(i) otherwise in a form acceptable to the Seller, the Seller's financier and the Seller's solicitor in their absolute discretion.

BCCM Act means the *Body Corporate and Community Management Act 1997 (Qld)* and the Regulation Module applying to the Scheme.

BMS means the building management statement intended to be registered in respect of the Scheme Land regulating the use and operation of the Retail Lots (being volumetric lots) generally in the form in the Disclosure Statement, with any changes permitted by this Contract.

Body Corporate means the Body Corporate formed upon establishment of the Scheme.

Body Corporate Agreements means the agreements including the Caretaking Agreement and Letting Agreement and arrangements to be entered into by the Body Corporate and disclosed in the Disclosure Statement.

Body Corporate Levies means all levies payable under the BCCM Act to the Body Corporate.

Body Corporate Notices means the prescribed notice under the BCCM Act to the Body Corporate detailing the change in ownership of the lot effective on settlement.

Building means the building and other improvements to be erected on the Scheme Land.

Business Day means a day when banks are open for business in Brisbane, Queensland.

Buyer's Solicitors means the solicitors detailed in the Reference Table or any other solicitors notified by the Buyer to the Seller.

Carpark Spaces(s) means the car space to be allocated to the Buyer pursuant to clause 12.1 and as initially detailed in the Reference Table and described in the Disclosure Statement, subject to the Seller's right to reallocate the car space as outlined in clause 12.1(c).

Caretaking Agreement means the caretaking agreement forming part of the Disclosure Statement

Change of Control means the acquisition by any person or corporation, either alone or together with any Associate of a person or corporation, of a Relevant Interest in more than 50% of the issued voting capital of the relevant party. The terms "Associate" and "Relevant Interest" have the meanings ascribed to them in the *Corporations Act* 2001 (Cth). The term "Relevant Interest" does not include an interest in a company listed on an Australian Stock Exchange.

Chattels means those chattels detailed in the Schedule of Finishes.

Claim means any:

(a) attempt to avoid this Contract, refuse to effect settlement, delay settlement, retain any part of the Purchase Price or seek to reduce the Purchase Price, require the Seller to carry out any works to the Lot, withhold a consent, seek an injunction; or

(b) cost, claim, demand, obligation, remedy, damage, loss, action, proceeding, claim for compensation, requisition or objection,

whichever is applicable.

CMS means the community management statement to be registered in respect of the Scheme and the Scheme Land, a draft of which is in the Disclosure Statement.

Colour Scheme means, subject to the terms of this Contract, the colour scheme (either Colour Scheme Reflection or Colour Scheme Twilight) to apply to the Lot; being the colour scheme selected in the Reference Table or if no colour scheme is selected then the colour scheme applicable by the operation of clause 4.10.

Common Property means the common property in the Scheme.

Construction has the meaning given to the term in clause 12.7(a).

Contract means this sale contract and includes the Disclosure Statement and all Annexures and Chapters.

Council means the Brisbane City Council.

Date of Possession means the earlier of:

(a) the Settlement Date; or

(b) the date the Buyer takes possession of the Lot.

Deposit means the total Deposit specified in the Reference Table.

Development means the mixed use residential, retail and commercial development constructed, or to be constructed, on the Scheme Land as depicted in the Disclosure Statement including The Winn.

Development Approval means the development approval number A003871423 issued on 25 February 2015 and as amended for mixed use development (multi-unit dwellings, commercial and retail) for The Winn.

Disclosure Statement means the Disclosure Statement that accompanies this Contract containing the statements due under the BCCM Act and the *Land Sales Act 1984 (Qld)*, an explanatory note and other information about the Lot and the Development.

Display Unit means a display unit, marketing suite or sales office which gives a general indication of the types of things that may be comprised in lots in the Scheme, and may change location from time to time.

Financially Viable means that the financial return to the Seller from The Winn is sufficient to justify the Seller proceeding with The Winn. For example, and without limitation, The Winn may not be *Financially Viable* because:

(a) insufficient sales of lots have been achieved;

(b) the costs, including construction costs, are greater than the costs estimated (or provided for) by the Seller;

(c) the terms of any finance required by the Seller are unsatisfactory to the Seller;

(d) the amount of finance the Seller can borrow is insufficient; or

(e) the financial return to be achieved by the Seller proceeding is less than the financial return that can be obtained by dealing with the land is to occur in another way.

Financier means a person proposing to or advancing money for the construction of the Development (or any other purpose directly or indirectly related to the Development or to the Scheme Land).

Financier Event means that this Contract does not satisfy the Financier's requirements (in the Financier's absolute discretion).

Finish means the finish of the Lot applicable to the Lot specified in the Reference Table and which is detailed in the Schedule of Finishes.

FIRB means the Treasurer of the Commonwealth of Australia.

FIRB Approval means the approval of the FIRB under *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

FIRB Approval Date means the date that is 5 months after the Contract Date.

Foreign Person means:

(a) a "foreign person" within the meaning of section 21A of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* as the meaning of that expression is extended by the operation of sub-section 4(6) of that Act; or

(b) a "person to whom this section applies" within the meaning of that expression in section 26A of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* as that section is affected by section 5A of that Act.

Guarantee and Indemnity means the deed of guarantee and indemnity contained in this Contract.

Latent Defects for the Lot means any items that are a result of faulty materials or poor workmanship and which manifest themselves during the period of 3 months after the Settlement Date.

Letting Agreement means the body corporate letting agreement for the Scheme, a draft of which is located in the Disclosure Statement.

Logos means logos for The Winn as contained in the Disclosure Statement (or any variation of them), and includes any name, slogan, or device which refers to the Logos or the words "The Winn"

Lot means the proposed lot in the Scheme as detailed in the Reference Table and as generally described in the Reference Schedule.

Lot Entitlement has the meaning given in the BCCM Act.

LSA means The Land Sales Act 1984 (Qld).

Outgoings means the Rates, Body Corporate Levies and land tax in relation to the Lot or the Scheme Land (as the case may be) and the insurance premiums paid by the Seller in accordance with section 191 of the BCCM Act.

Personal Information means all personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise disclosed by the Buyer to the Seller whether prior to or after the date of this Contract.

Plan means the building format plans to be registered under the *Land Title Act 1994 (Qld)* in respect of The Winn. The Seller will prepare the Plan closer to settlement and will ensure that it is generally in accordance with the plan SP 277738 incorporated in the Disclosure Statement, subject to the provisions of this Contract.

PPSR means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth).

Privacy Act means the *Privacy Act 1988 (Cth)* and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made or issued under that Act, as amended from time to time.

Promotional Materials means all published marketing materials (including any website for the Development), models, artists impressions, marketing brochures, photographs and display boards produced by or with the authority of the Seller in relation to the Development.

Purchase Price means the Purchase Price detailed in the Reference Table.

Rates means rates and other charges imposed by Council or any other Authority.

Reference Table means the Reference Table at the start of this Contract which contains important information such as the Settlement Date.

Regulation Module means the regulation module which applies to the Scheme.

Replacement Contract means a contract on substantially the same terms as this Contract, including the same Purchase Price, but amended (as necessary) to address the Financier's requirements.

Retail Lot(s) means the proposed volumetric lots shown as proposed Lots 1 and 2 on SP 277737 to be subject to the BMS to be used and operated as a range of uses including (but not limited to) a café, coffee shop, pharmacy, real estate agency, supermarket, delicatessen, restaurant, shop, office or other retail or commercial uses, with any changes permitted by this Contract.

Schedule of Finishes means the schedule of the finishes for the Lot attached to this Contract as Annexure "A".

Scheme means the proposed The Winn Community Titles Scheme to be created under the BCCM Act by the Seller in respect of the Scheme Land.

Scheme Building means the improvements to be built on the Scheme Land.

Scheme Land means the land comprising the Development currently described as Lot 27 on RP158025 which is within the County of Stanley and Parish of North Brisbane which will be reconfigured by the Plan SP 277738 incorporated in Chapter 4 of the Disclosure Statement.

Security Interest means all security interests registered on the PPSR over the Chattels.

Seller's IP means any intellectual property rights owned or controlled (including under licence) by the Seller in connection with The Winn including:

(c) any business name registered by the Seller in connection with The Winn;

(d) any domain name registered by the Seller in connection with The Winn;

(e) any trademarks registered by the Seller in connection with The Winn; and

(f) the Logos.

Seller's Solicitors means ClarkeKann Lawyers of Level 7, 300 Queen Street, Brisbane, Tel (07) 3001 9222, Fax (07) 3001 9299.

Services for the Lot means services provided or available for the Buyer's use such as gas, water, electricity, telephone, air conditioning and toilets. However, it does not include electrical appliances (such as white goods), or Chattels where the Buyer already has the benefit of a manufacturer's warranty under clause 5.9.

Settlement Date means the Settlement Date detailed in clause 5.2 and the Reference Table.

Shared Access and Facilities means those parts of the Scheme Land which, including under the BMS, are for the shared use and enjoyment of more than one owner or occupier of the Development (including for clarity the Retail Lots) and their invitees.

Stage means a stage in the Development or the Scheme Land as summarised in the Disclosure Statement.

Stakeholder means the person named as Stakeholder in the Reference Table.

The Winn means part of the Development and any lots (including the Lot) comprising the Scheme Land and the Scheme Building and the Retail Lots with any changes permitted by this Contract.

Transfer Documents means the form of transfer under the *Land Title Act 1994 (Qld)* required to transfer title in the Lot to the Buyer plus any other documents to be signed by the Seller which are usually necessary to stamp or register the transfer plus any notices required by law to notify the Body Corporate that the Seller has sold the Lot to the Buyer.

Deed of Guarantee and Indemnity

Dated The Contract Date stated in the Reference Table

By The Guarantor named in the Reference Table ("Guarantor")

To The MWW Investment No.1 Pty Ltd ACN 163 791 035 Trustee under Instrument 715263823 ("Seller")

Background

A. The Buyer has offered to enter into the Contract to which this Guarantee and Indemnity is annexed and at the request of the Guarantor the Seller has agreed to enter into the Contract conditionally on and subject to this Guarantee and Indemnity being given.

B. The Guarantor has offered to give this Guarantee and Indemnity if the Seller enters into the Contract.

1. Consideration

In consideration of the Seller agreeing to enter into the Contract at the request of the Guarantor, the Guarantor enters into the covenants in this Guarantee and Indemnity.

2. Guarantee

The Guarantor, jointly and severally, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the Seller the due and punctual performance of all the obligations of the Buyer under or arising out of the Contract including:

2.1 the prompt payment of all amounts payable by the Buyer;

2.2 the prompt performance of all other obligations of the Buyer; and

2.3 the prompt payment of all amounts for which the Buyer nominee may become liable in respect of any breach of the Contract.

3. Indemnity

If for any reason the guarantee in clause 5 cannot be enforced (for example, if the Buyer lacks legal capacity or a relevant purported obligation or liability of the Buyer is void or unenforceable), the Guarantor jointly and severally indemnifies the Seller against the loss which the Seller suffers as a result of the guarantee being unenforceable.

4. No Effect

The Guarantor agrees that the Guarantor's obligations under this guarantee will be unconditional irrespective of:

4.1 the validity, regularity and enforceability of any provision of the Contract;

4.2 the absence of any action by the Seller to enforce the Contract;

4.3 the waiver or consent of the Seller in respect of any provision of the Contract;

4.4 the recovery of any judgement against the Buyer;

4.5 any action to enforce judgement against the Buyer;

4.6 any variation of the terms of the Contract (with or without reference to the Buyer);

4.7 any time or indulgence granted to the Buyer by the Seller;

4.8 the dissolution of the Buyer;

4.9 any change in the status, function, control or ownership of the Buyer or the Seller;

4.10 any consolidation, merger, conveyance or transfer by the Buyer or the Seller;

4.11 any other dealing, transaction or arrangement between the Buyer and the Seller; and

4.12 any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety.

5. Continuing Guarantee and Indemnity

This Guarantee and Indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all the obligations of the Buyer under or arising out of the Contract.

6. Assignment of Guarantee

If the Seller assigns its rights under the Contract, for clarity it may assign to any assignee its rights under this Guarantee and Indemnity.

7. Interest

The Guarantor must pay interest on any amount payable under this Guarantee and Indemnity at the prime lending rate charged by the Seller's Financier plus two (2) per centum from the due date for payment until the date payment is made.

8. Set-offs or Counterclaims

The Guarantor may not raise any set-off or counterclaim in reduction of its liability under this Guarantee and Indemnity until the Contract is cancelled or all moneys are paid to the Seller, whichever first occurs.

9. Reimbursement for Costs

The Guarantor must pay or reimburse the Seller (as a first charge) for:

9.1 all costs, charges and expenses (including legal costs on a solicitor and own client basis) incurred in enforcing this Guarantee and Indemnity; and

9.2 all duty, fees, taxes and charges payable in relation to this Guarantee and Indemnity or any payment, receipt or other transaction related to it.

10. Acknowledgement by Guarantor

The Guarantor acknowledges that it has read the Contract and any ancillary document and at the time of signing the Contract and any ancillary document as Guarantor it was aware of the contents of the Contract and any ancillary document.

11. Seller may require Guarantor to pay direct

The Seller may require the Guarantor to make a payment or perform any other obligation of the Buyer under or arising out of the Contract:

11.1 without first asking the Buyer to do so; and

11.2 irrespective of whether such payment or other obligation would be enforceable against the Buyer.

ANNEXURE "A"

SCHEDULE OF FINISHES

THE WINN

UNIT INTERIORS

SCHEDULE OF FINISHES

FLOOR

- Ceramic tiles in living/dining areas, kitchen, balcony, bathroom and laundry
- Selected carpet on underlay in bedrooms

WALLS

- Washable satin acrylic paint

CEILINGS

- Painted plasterboard/villaboard ceilings to all rooms with shadowline stopping angles

DOORS

- Fire rated solid core timber to unit entry
- Unit no.
- Flush panel timber internal doors within apartment

LINEN DOORS & BROOM CUPBOARD

- Gloss painted flush panel door with melamine shelves

KITCHEN

- Reconstituted stone benchtops
- Laminated cupboard door panels and gable ends with melamine carcass
- Double bowl stainless steel sink with chrome lever mixer tap
- Laminated panel splashbacks
- Gas cooktop
- Stainless steel multi-function electric under bench oven
- Stainless steel rangehood
- Stainless steel finish dishwasher

LAUNDRY

- Compact laundry tub
- Chrome finish tapware
- Tiled splashback
- Tumble dryer

BATHROOMS (INCLUDING ENSUITES)

- Reconstituted stone vanity benchtops
- Semi-recessed ceramic vanity/basin
- Chrome finish tapware, showerhead, towel rail, towel ring, robe hook, and toilet role holder
- Glass shower shelf
- Semi-frameless glass shower screen
- Dual flush toilet suites
- Selected laminated and mirror finish medicine cabinets
- Gas hot water system
- Mechanical exhaust ventilation

BEDROOMS

- Built-in robe with melamine shelf, hanging rail
- Aluminium frame mirror finish robe sliding doors

STUDY

- Laminated panels to benchtop and overhead bookshelf

SERVICES/OTHER INCLUSIONS

- Split system air-conditioning

*Schedule of Finishes is indicative only and may change prior to completion of construction

THE WINN

EXTERNAL

SCHEDULE OF FINISHES

FLOOR

- Reinforced concrete slab to car parking area
- Aggregate finish reinforced concrete slab walkway

WALLS

- Combination of rendered and painted finish concrete block and metal cladding to external wall faces

WALLS BETWEEN UNITS

- Fire and sound rated masonry walls lined both sides with painted plasterboard

BALCONIES

- Tiled floor
- Framed glass or painted finish masonry balustrade
- Powder coated aluminium frame sliding doors

DOOR

- Powder coated aluminium frame entry door with clear glass

PRIVACY SCREENS

- Powder coated finish aluminium screen

ROOF

- Colourbond finish roof sheeting with insulation

LANDSCAPING

- Extensive planting
- Selected paving

LIGHTING AND SECURITY

- Selected surface mounted fittings
- Lighting to foyer, carpark areas and grounds
- Audio/video intercom to each apartment from main building lobby with auto door release
- Proximity card operated main lobby entry doors, remote control carpark entry

ELECTRICAL/PHONE

- Pay TV cable to building (individual owners to subscribe to Foxtel or pay TV service)
- Telephone and internet points in kitchen areas and bedroom (high speed cable NBN subject to service provider infrastructure)
- Free to air TV antennae point in living area and bedrooms

FOYER, STAIR, LIFT LOBBY AREAS

- Painted finish plasterboard wall
- Tiled floor
- Feature lighting
- Feature ceilings

*Schedule of Finishes is indicative only and may change prior to completion of construction

ANNEXURE "B"

DEED APPOINTING ATTORNEY/PROXY

(Clause 15)

DATED

PARTIES

[ ] of [ ] (the ***New Owner***)

The MWW Investment No.1 Pty Ltd ACN 163 791 035 Trustee under Instrument 715263823 (the ***Original Owner***)

Recitals

A. The New Owner has purchased lot [*] in the Subdivision Plan (Lot) and is entitled to be registered as owner.

B. It is a term of the contract of sale between the Original Owner and # name # (Contract) that the New Owner enters into this Deed.

It is agreed as follows.

1. Definitions and Interpretations

In this Deed, unless inconsistent with the context or subject matter:

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

BMS has the meaning given to it in the Contract.

Body Corporate means the Body Corporate for the Scheme.

CMS means the community management statement for the Scheme.

Committee means the committee of the Body Corporate.

Expiry Date means the date which is:

(a) 1 year after the date the Scheme is established or changed to create the Lot, whichever is the longer period; or

(b) as provided in the BCCM Act (as amended)

whichever date is later.

Regulation Module means the regulation module applying, or intended to apply, to the Scheme.

Scheme means The Winn CTS #.

Subdivision Plan means the plan registered in respect of the Scheme which creates the Lot.

2. Appointment

2.1 The New Owner irrevocably appoints the:

(a) Original Owner; and

(b) if the Original Owner is a company the Original Owner's directors, secretaries and attorney (under power of attorney) of the Original Owner,

and their substitutes, jointly and severally, to be the attorney of the New Owner for the following purposes:

(c) attend and vote (or do either) in the name of the New Owner at all or any meetings of the Body Corporate or of the Committee; and

(d) complete, sign and lodge any voting paper (or any other document including a proxy form and a notice under the Regulation Module) to allow the Original Owner to vote in the name of the New Owner at all or any meetings of the Body Corporate or of the Committee of the Body Corporate in respect of any motion or resolution,

for or relating to any 1 or more of the following:

(i) any new CMS to be recorded to facilitate the development identified in the CMS or the Contract of Sale;

(ii) any new CMS to record a by-law required to rectify an inaccuracy, defect, error or omission in any by-law contained in schedule C of the CMS;

(iii) any new CMS to record all allocations under any exclusive use by-law contained in Schedule C of the CMS or to record any deletion of any exclusive use by-law or any additional or replacement exclusive by-law to facilitate the identification and / or allocation of exclusive use areas in the Scheme;

(iv) any new BMS to be recorded to facilitate the development identified in the BMS or the Contract of Sale;

(v) any new BMS to record a clause required to rectify an inaccuracy, defect, error or omission in any clause contained in the BMS;

(vi) any new BMS to record all Shared Facilities in the Scheme Building;

(vii) affixing the seal of the Body Corporate to a Form 14 Request to Record a New CMS;

(viii) a proposal that there shall be no prohibition or restriction on the use of proxies by the Original Owner;

(ix) authorise the owner of a lot (including the Original Owner) to make an improvement under s172 of the Regulation Module including the installation, erection and / or construction of air conditioning equipment, enclosures, carports, pergolas, fencing, storage devices, screening, shutters, security devices or apparatus and awnings;

(x) to authorise the owner of a lot (including the Original Owner) to make an improvement under s162 of the Regulation Module including the installation, erection and / or construction of air conditioning equipment, enclosures, carports, pergolas, fencing, storage devices, screening, shutters, security devices or apparatus and awnings;

(xi) exercise any right of the Original Owner under the Contract;

(xii) any proposal by the Body Corporate to take action or steps permitted under ss 159, 160, 161, 164, 165, 166 and 167 of the Regulation Module including the Body Corporate entering into and affixing its seal to an easement or licence with neighbouring property owners;

(xiii) the giving of an occupation authority to a service contractor or letting agent under the Regulation Module;

(xiv) the issue of a continuing contravention notice under s 182(2) or the issue of a future contravention notice under section 183(2) of the BCCM Act;

(xv) the issue of a notice under s 203(1) or (2) of the BCCM Act;

(xvi) an application to be made for an order of an adjudicator under s 238(1) of the BCCM Act;

(xvii) an appeal to be lodged under s 289 or 304 of the BCCM Act;

(xviii) the commencement of a proceeding under s 312(1) of the BCCM Act;

(xix) the adoption of administrative and sinking fund budgets for the Body Corporate;

(xx) any proposal involving spending above the limit for Committee spending;

(xxi) engaging a body corporate manager, or service contractor, or authorising a person as a letting agent, if details of the engagement or authorisation were disclosed to the New Owner before this Contract was entered into;

(xxii) consenting to the recording of a new community management statement to include by-laws, the details of which were disclosed to the New Owner before this Contract was entered into;

(xxiii) nominate a person for membership of the Committee and vote at any election of the members of the Committee;

(xxiv) consent to the assignment of an agreement entered into between the Body Corporate and a service contractor with or without a transfer fee being imposed under the Regulation Module;

(xxv) appoint a person as representative of the Body Corporate;

(xxvi) complete, sign and lodge any voting paper (or any other document including a proxy appointment form, corporate owner nominee notification form or owner's representative notification form) and any other notice under the Regulation Module in respect of any of the above; and

(xxvii) complete, sign and lodge any written consent under ss171 (2) and 171(3) of the BCCM Act and s 171(1) of the Regulation Module as may be required to facilitate and perfect an allocation or grant under any of the exclusive use by-laws contained in the CMS.

3. Exclusion

In so far as it is lawful, the rights of the Original Owner under clause 2 can be exercised to the exclusion of the New Owner if the Original Owner requires such exclusion.

4. Expiration

This power of attorney expires on the Expiry Date.

5. New Power Of Attorney

While this power of attorney remains in force the New Owner must not transfer the Lot except to a person who has first signed a deed in substantially the same form as this deed and delivered it to the Original Owner or the Original Owner's lawyer. If the New Owner does not comply with this provision, it indemnifies the Original Owner against all loss and damage incurred by the Original Owner as a result.

6. Direction Of Voting

The New Owner must vote at meetings of the Body Corporate and the Committee as directed by the Original Owner. This provision expires on the Expiry Date.

7. Unenforceability

If it is held by a Court that:

(a) any part of this Deed is void, voidable, illegal or unenforceable; or

(b) this Deed is void, voidable, illegal or unenforceable unless any part of this Deed is severed from this Deed, that part will be severed from this Deed unless to do so would change the underlying principal commercial purposes of this Deed.

In Witness the New Owner has signed and delivered this Deed.

Signed Sealed and **Delivered**)
by the New Owner)
in the presence of:)

…….....
Signature

…….....
Witness

…….....
Print name

ANNEXURE "C"

Special Conditions

1. Representations relied on by the Buyer

1.1 No sales or marketing agent has authority from the Seller or any related company to make representations or assurances about the Development or the Lot other than representations and assurances which are contained in this Contract or the Disclosure Statement.

1.2 If the Buyer is buying the Lot on the basis of anything the Buyer has been told or any assurance the Buyer has been given other than what is in this Contract or the Disclosure Statement, it is important that these representations or assurances are identified so they can be confirmed or clarified before the Buyer commits to buy the Lot.

1.3 The Buyer must set out in detail **below** any representations or assurances that have been made to the Buyer by the Seller or any sales or marketing agent of the Seller that form part of the reason why the Buyer has elected to buy the Lot but which are not included in this Contract or the Disclosure Statement:

_____

_____

_____

_____

2. Buyer's Acknowledgement about Seller's Representations

2.1 The Buyer acknowledges that no sales or marketing agent has authority from the Seller to make promises, representations, warranties or assurances on behalf of the Seller.

2.2 The Buyer confirms and represents that the Buyer is not entering into this Contract on the basis of any promises, representations, warranties or assurances other than those hand written above or set out in writing elsewhere in this Contract.

2.3 The Buyer understands that by the acknowledgement, confirmation and representation given in special Conditions 2.1 and 2.2 above, it is likely that the Buyer will not be able to sue the Seller in respect of any promise, representation, warranty or assurance other than those set out above or which are set out elsewhere in this Contract.

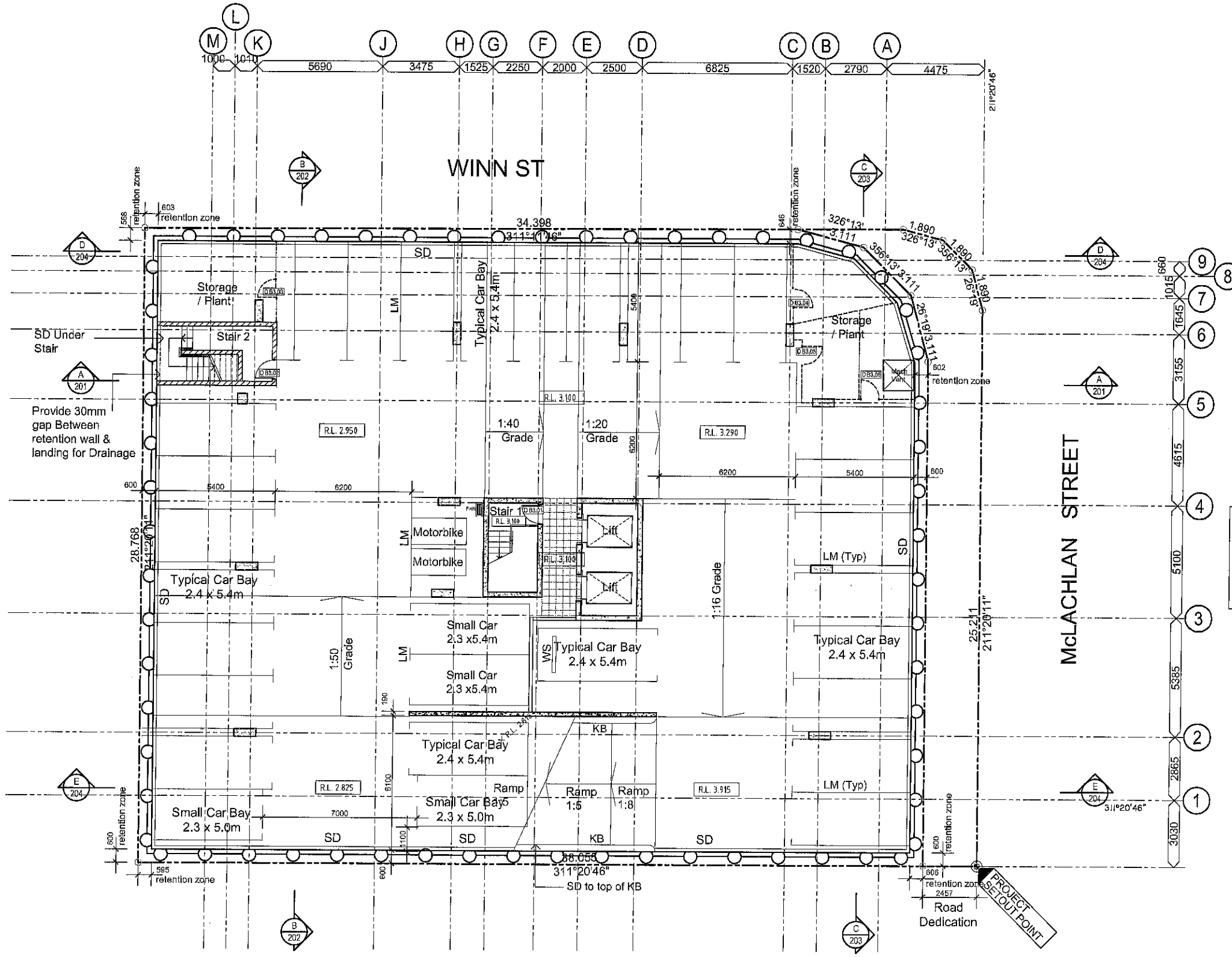
Buyer 1 Initials Buyer 2 Initials Buyer 3 Initials

ANNEXURE "D"

Architectural Floor Plan for Lot and Building

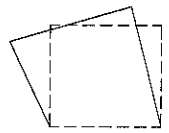
The Buyer acknowledges the Floor Plans contained in this Annexure D are draft plans only. These Floor Plans may vary in accordance with the terms of the Contract. In addition, the Buyer acknowledges that the loose items depicted on the Floor Plans (including, without limitation, the tables, chairs, lounge suites, sideboards, entertainment units, outdoor furniture and beds) and not by virtue of this Annexure D included in the Lot being sold by the Seller to the Buyer.

The architectural perspectives included in the Floor Plans are, in addition to variation in accordance with the terms of the Contract, by their nature a perspective of the Building(s) and as such are not to be relied upon as providing an image of the as-built Building – they do no more than to provide a general overview of the Building(s) to be built and are not relief upon by the Buyer except to the extent of providing such a general overview.



Notes

1. Retension Zone as shown to allow for provided retention system, wall finishing & construction tolerence. Triming of Piers will be required.
2. Building is only parallel to South-West Alignment.
   Note: other Alignments are not parallel to Building.



Alignment Guide

Legend

SD	Spoon Drain
KB	300mm Wide Kerb
LM	Painted Line Making
WS	Wheel Stop

Parking Nos.

Residential 30

Motorbikes 2

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REV	DATE	BY	AMENDMENT
A	03.06.15	TBL	INITIAL ISSUE
B	05.06.15	TBL	GENERAL AMENDMENTS
C	10.06.15	TBL	GENERAL AMENDMENTS
D	12.06.15	TBL	GENERAL AMENDMENTS
E	19.06.15	TBL	DRAWING NUMBER CHANGE
F	23.06.15	TBL	AMENDED STAIR & GRIDS
G	28.06.15	TBL	TENDER ISSUE
H	02.07.15	HC	TENDER ISSUE

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PROJECT: THE WINN

AT: 50 MCLACHLAN STREET

CLIENT: Royal Duke Development (McLachlan St Project) PTY LTD

DRAWING TITLE: GENERAL ARRANGEMENT PLAN BASEMENT 3

SCALE: 1:100@A1 / 1:200@A3

DATE: Jun 2015

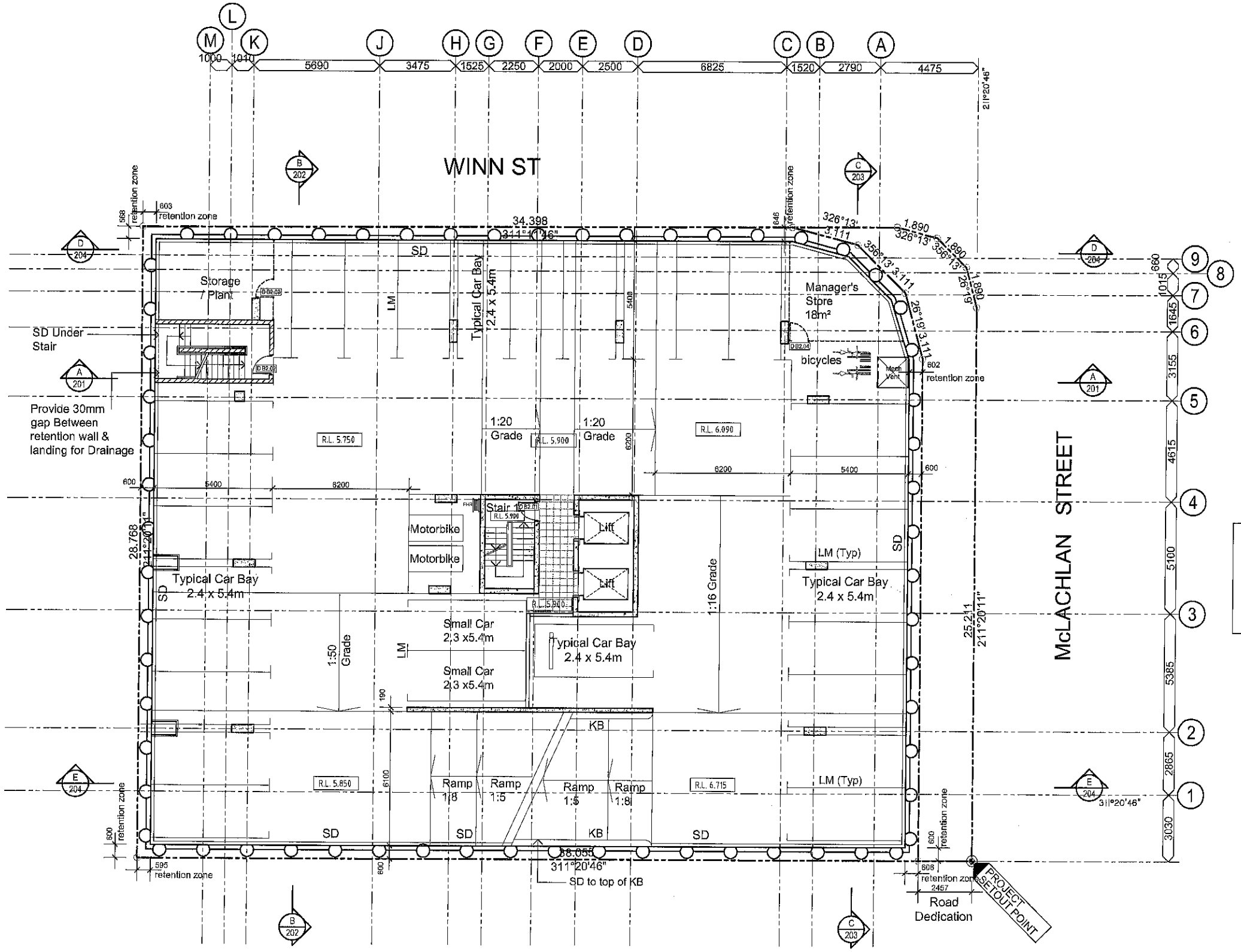
DRAWN: MHC

CHECKED:

NORTH

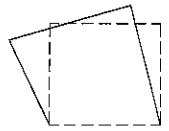
DWG Ref. 1742_DD091

REV H



Notes

1. Retension Zone as shown to allow for provided retention system, wall finishing & construction tolerence. Triming of Piers will be required.
2. Building is only parallel to South-West Alignment.
   Note: other Alignments are not parallel to Building.



Alignment Guide

Legend

SD	Spoon Drain
KB	300mm Wide Kerb
LM	Painted Line Making
WS	Wheel Stop

Parking Nos.	
Residential	28
Motorbikes	2

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B	09.06.15	TBL	GENERAL AMENDMENTS
C	10.06.15	TBL	GENERAL AMENDMENTS
D	12.06.15	TBL	GENERAL AMENDMENTS
E	19.06.15	TBL	DRAWING NUMBER CHANGE
F	23.06.15	TBL	AMENDED STAIR & GRIDS
G	26.06.15	TBL	TENDER ISSUE
H	02.07.15	HC	TENDER ISSUE

020715_1818

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PROJECT: THE WINN

AT: 50 MCLACHLAN STREET

CLIENT: Royal Duke Development (McLachlan St Project) PTY LTD

DRAWING TITLE: GENERAL ARRANGEMENT PLAN BASEMENT 2

SCALE: 1:100@A1 / 1:200@A3

DATE: Jun 2015

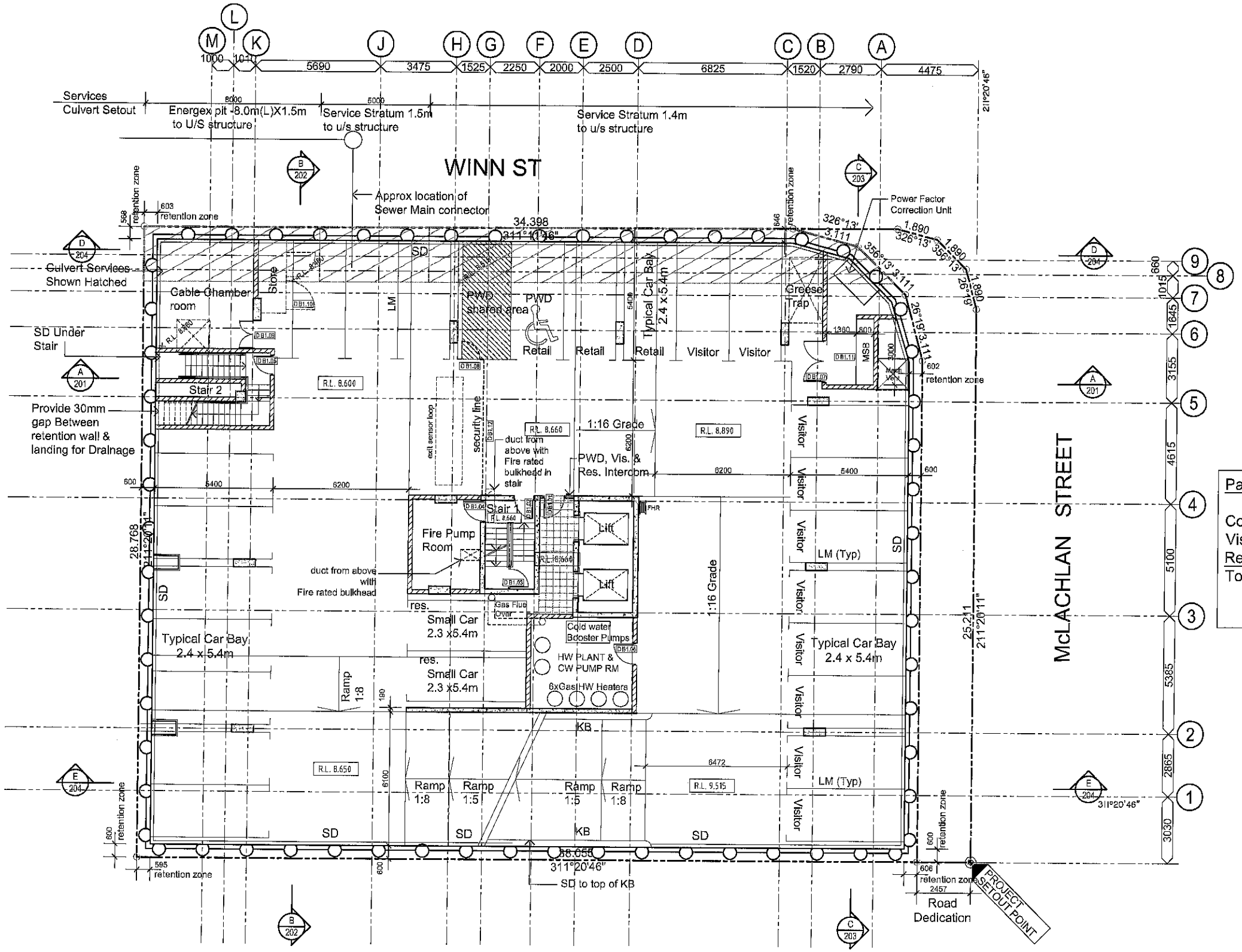
DRAWN: MHC

CHECKED:

NORTH

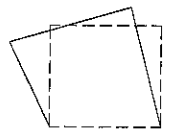
DWG Ref. 1742_DD092

REV H



Notes

1. Retension Zone as shown to allow for provided retention system, wall finishing & construction tolerence. Triming of Piers will be required.
2. Building is only parallel to South-West Alignment.
   Note: other Alignments are not parallel to Building.



Alignment Guide

Legend

SD	Spoon Drain
KB	300mm Wide Kerb
LM	Painted Line Making
WS	Wheel Stop

Parking Nos.

Commercial	3(incl 1 x PWD)
Visitors	10
Residential	12
Total	25

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REV	DATE	BY	AMENDMENT
A	26.06.15	TBL	INITIAL ISSUE
B	03.06.15	TBL	GRID SETOUT
C	09.06.15	TBL	GRID SETOUT
D	10.06.15	TBL	GRID SETOUT
E	12.06.15	TBL	GENERAL AMENDMENTS
F	19.06.15	TBL	DRAWING NUMBER CHANGE
G	23.06.15	TBL	AMENDED STAIR & GRIDS
H	29.06.15	TBL	TENDER ISSUE
J	02.07.15	HC	TENDER ISSUE

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ABN 34053355601

PROJECT: THE WINN

AT: 50 MCLACHLAN STREET

CLIENT: Royal Duke Development (McLachlan St Project) PTY LTD

DRAWING TITLE: GENERAL ARRANGEMENT PLAN BASEMENT 1

SCALE: 1:100@A1 / 1:200@A3

DATE: May 2015

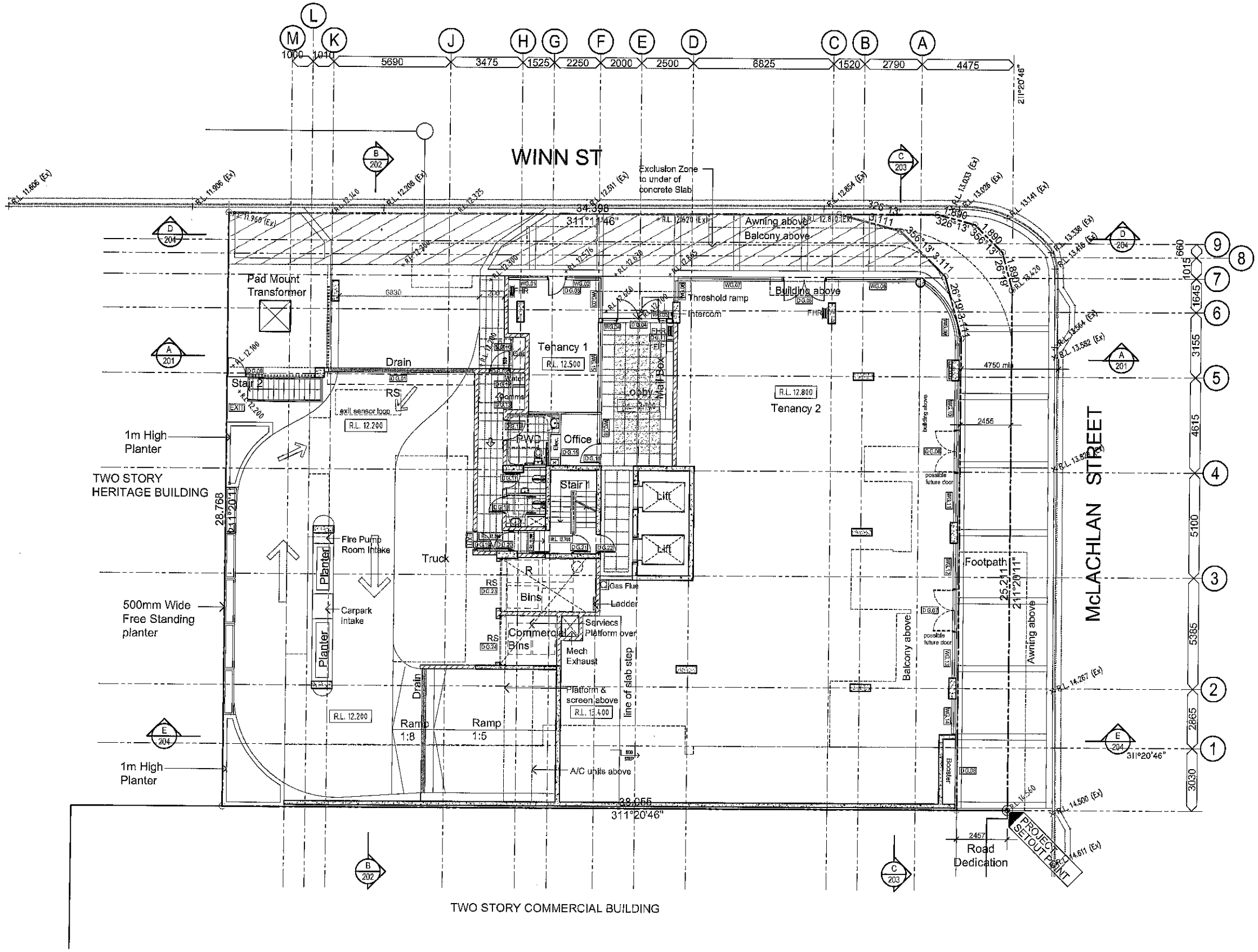
DRAWN: MHC

CHECKED:

NORTH

DWG Ref. 1742_DD093

REV J



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REV	DATE	BY	AMENDMENT
A	14.05.15	HC	INITIAL ISSUE
B	03.06.15	TBL	ADDED DOOR NUMBER
C	09.06.15	TBL	GENERAL AMENDMENTS
D	10.06.15	TBL	GENERAL AMENDMENTS
E	12.06.15	TBL	GENERAL AMENDMENTS
F	15.06.15	TBL	GENERAL AMENDMENTS
G	19.06.15	TBL	COMMERCIAL BINS LOCATION AMENDED DRAWING NUMBER CHANGE
H	23.06.15	TBL	AMENDED STAIR & GRIDS
J	26.06.15	TBL	TENDER ISSUE
K	02.07.15	HC	TENDER ISSUE

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PROJECT: THE WINN

AT: 50 MCLACHLAN STREET

CLIENT: Royal Duke Development (McLachlan St Project) PTY LTD

DRAWING TITLE: GENERAL ARRANGEMENT PLAN GROUND

SCALE: 1:100@A1 / 1:200@A3

DATE: May 2015

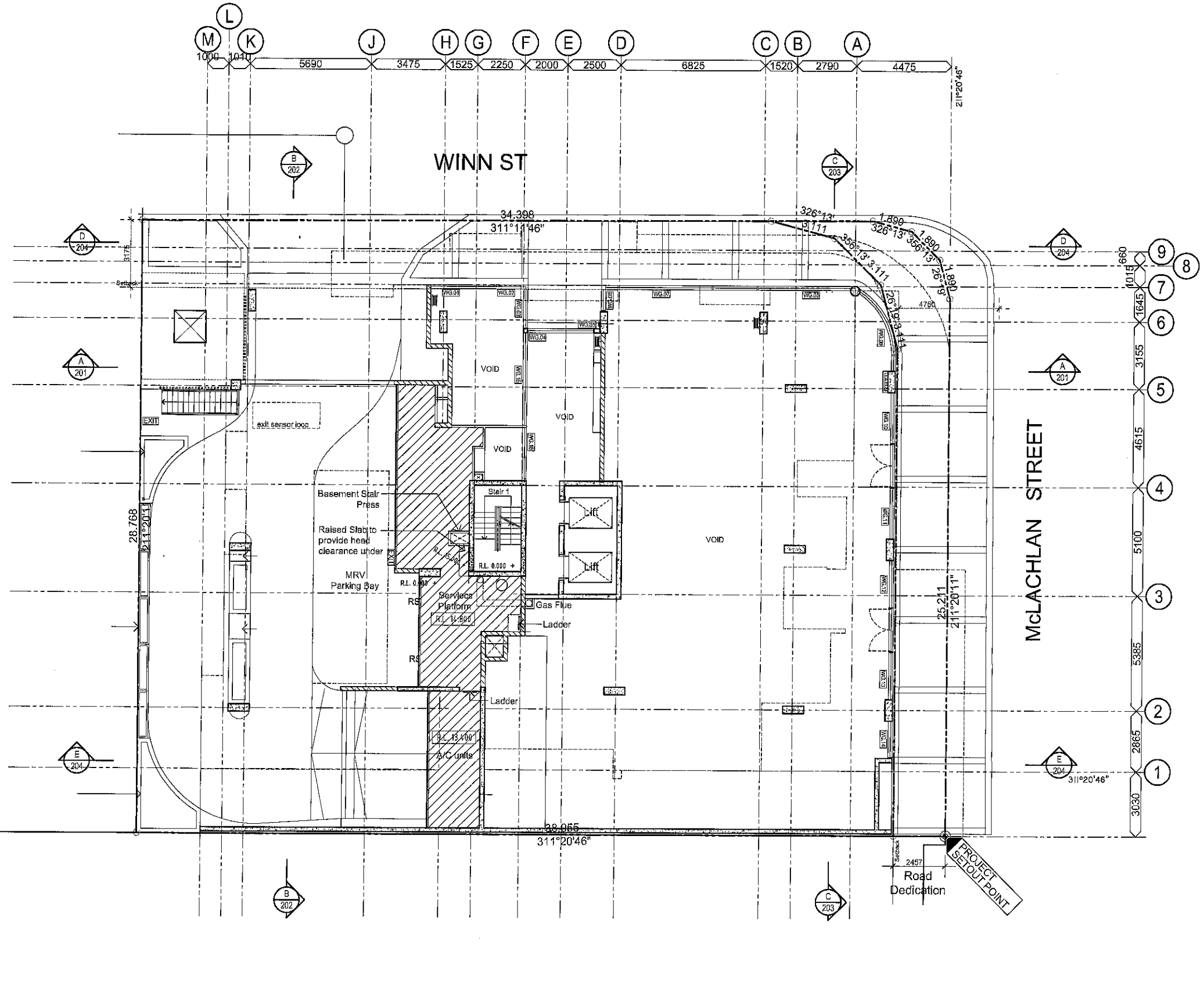
DRAWN: HC

CHECKED:

NORTH

DWG Ref. 1742_DD099

REV K



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REV	DATE	BY	AMENDMENT
A	14.05.15	HC	INITIAL ISSUE
B	03.06.15	TBL	ADDED DOOR NUMBER
C	09.06.15	TBL	GENERAL AMENDMENTS
D	10.06.15	TBL	GENERAL AMENDMENTS
E	12.06.15	TBL	GENERAL AMENDMENTS
F	16.06.15	TBL	GENERAL AMENDMENTS
G	18.06.15	TBL	COMMERCIAL BINS LOCATION AMENDED DRAWING NUMBER CHANGE
H	23.06.15	TBL	AMENDED STAIR & GRIDS
J	26.06.15	TBL	TENDER ISSUE
K	02.07.15	HC	TENDER ISSUE

020715_1818

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PROJECT:
THE WINN

AT:
50 MCLACHLAN STREET

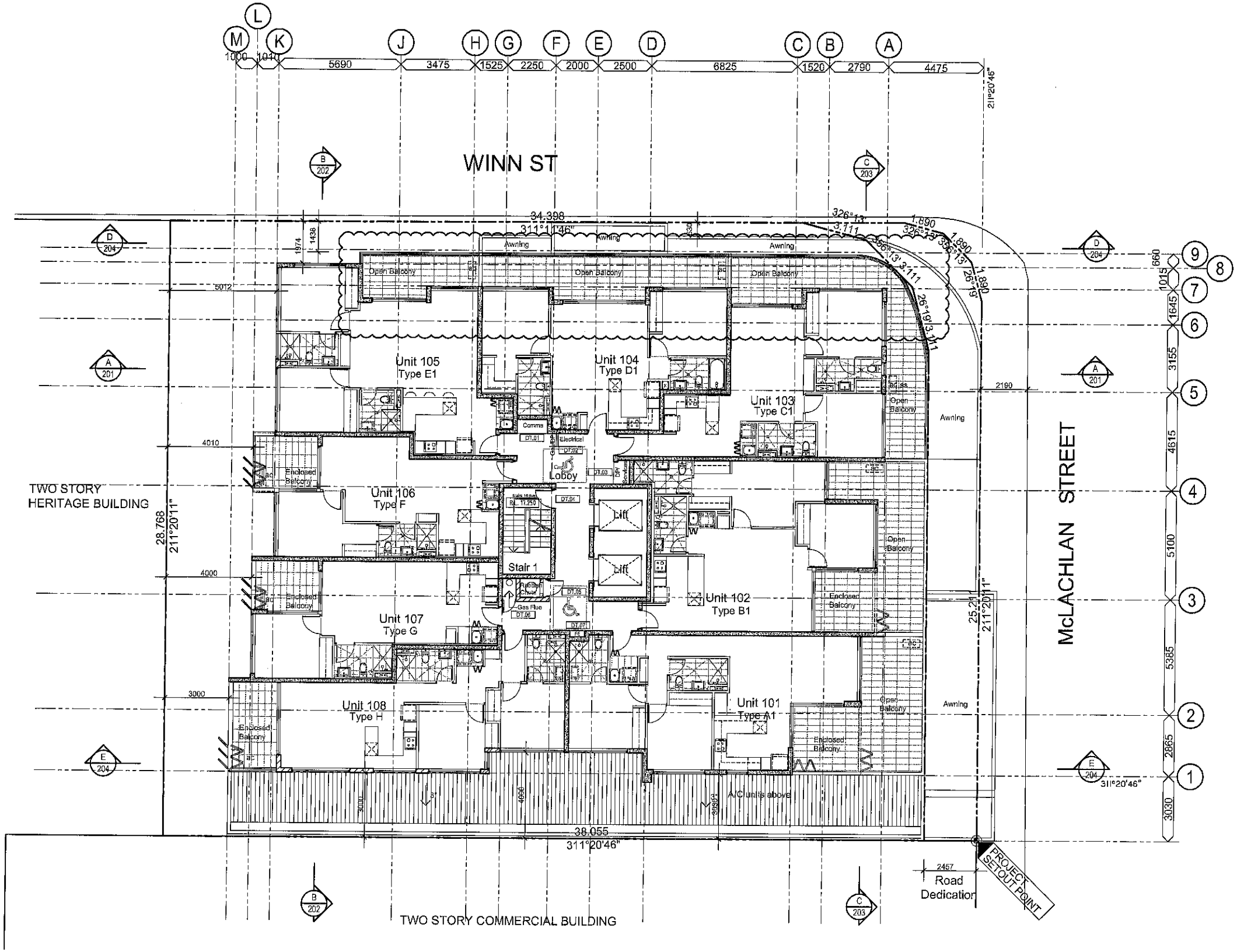
CLIENT:
Royal Duke Development
(McLachlan St Project) PTY LTD

DRAWING TITLE:
GENERAL ARRANGEMENT PLAN
GROUND MEZZANINE

SCALE: 1:100@A1 / 1:200@A3
DATE: Jun 2015
DRAWN: TBL
CHECKED:

NORTH

DWG Ref. 1742_DD100
REV K



LEGEND

SS SERVICES SCREEN

NOTE

REFER TO UNIT LAYOUT PLAN
FOR DOOR AND WINDOWS NUMBER

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CHECK ALL DIMENSIONS ON SITE PRIOR TO FABRICATION OR SETOUT.

REV	DATE	BY	AMENDMENT
A	14.05.15	HC	INITIAL ISSUE
B	03.06.15	TBL	ROOM TYPE ADDED
C	12.06.15	TBL	ROOM TYPE ADDED
D	23.06.15	TBL	AMENDED STAIR & GRIDS
E	28.06.15	TBL	AMENDED STAIR & GRIDS
F	02.07.15	HC	TENDER ISSUE

020715_1010

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E-mail: mail@kriskowalski.com.au
ABN 34053355601

PROJECT: THE WINN

AT: 50 MCLACHLAN STREET

CLIENT: Royal Duke Development (McLachlan St Project) PTY LTD

DRAWING TITLE: GENERAL ARRANGEMENT PLAN LEVEL 1

SCALE: 1:100@A1 / 1:200@A3

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DWG Ref. 1742_DD101

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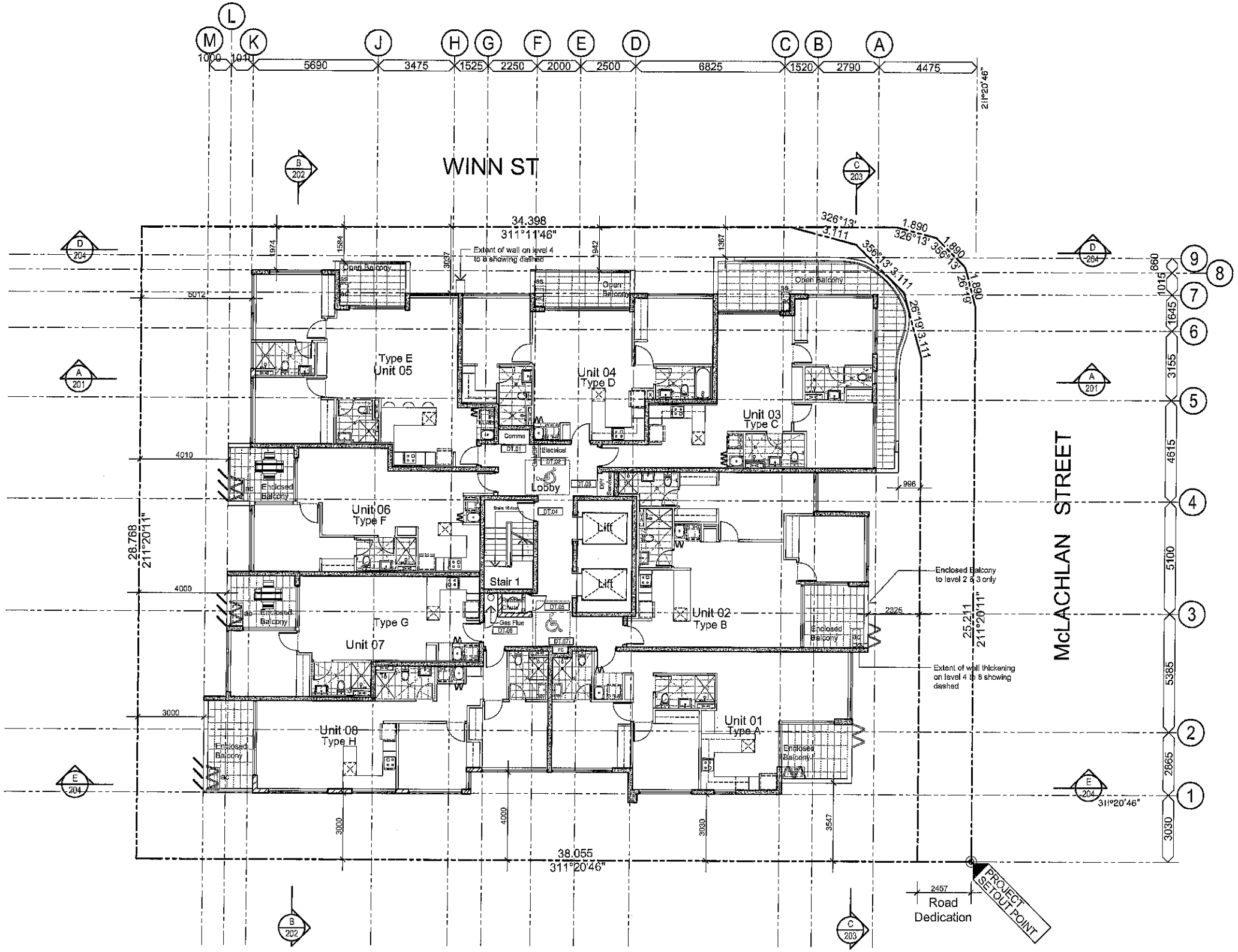

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C	21.06.15	TBL	AMENDED STAIR & GRIDS
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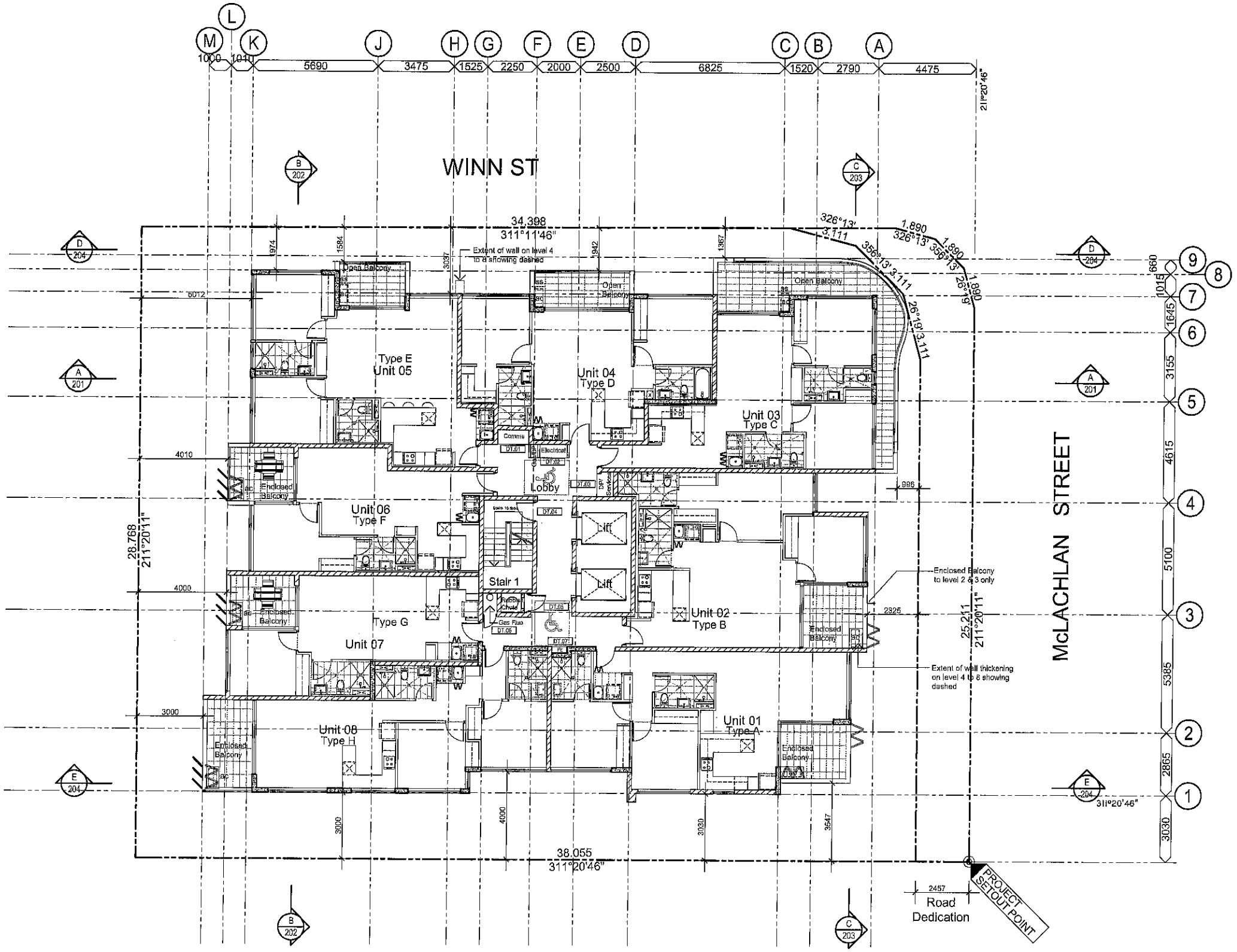

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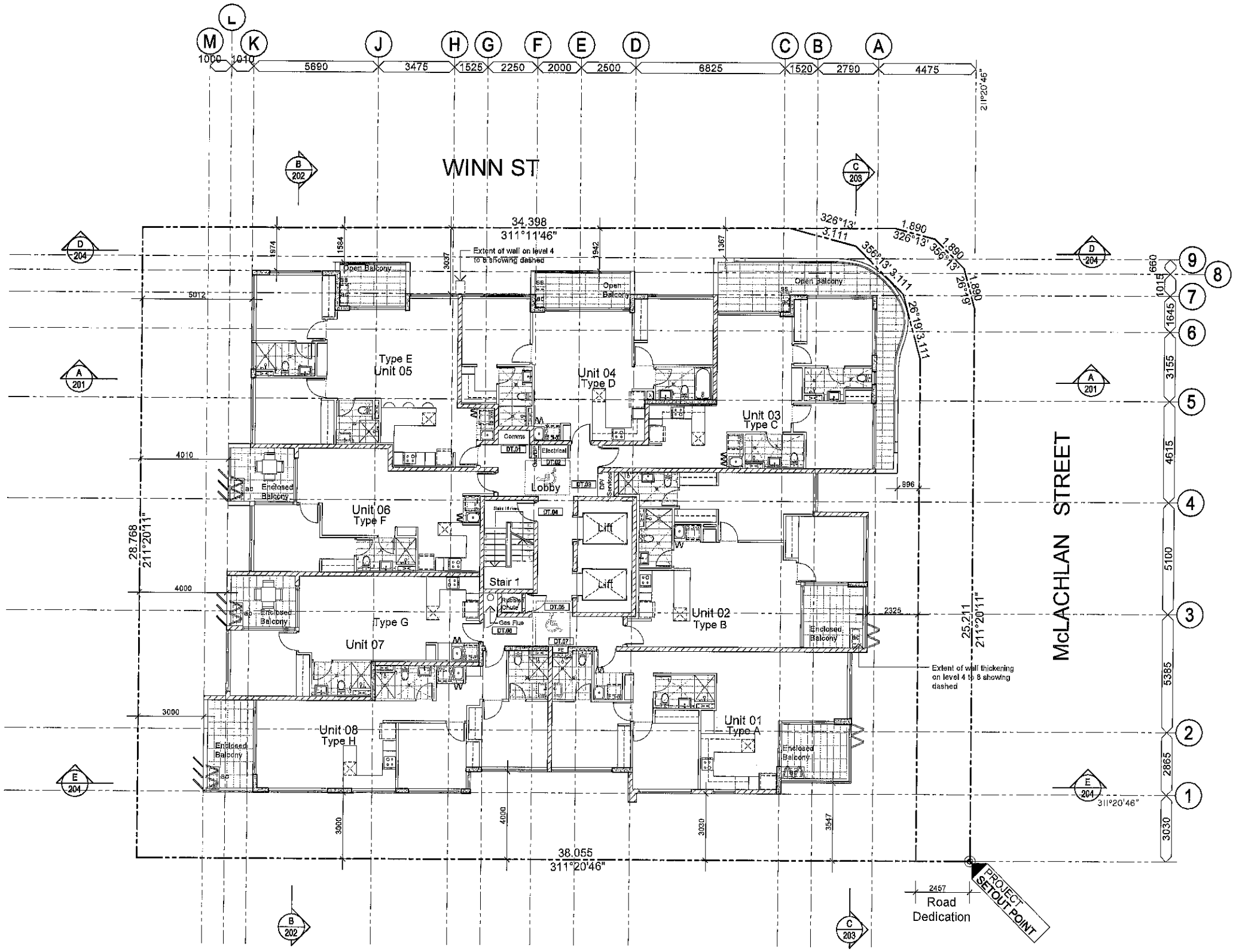

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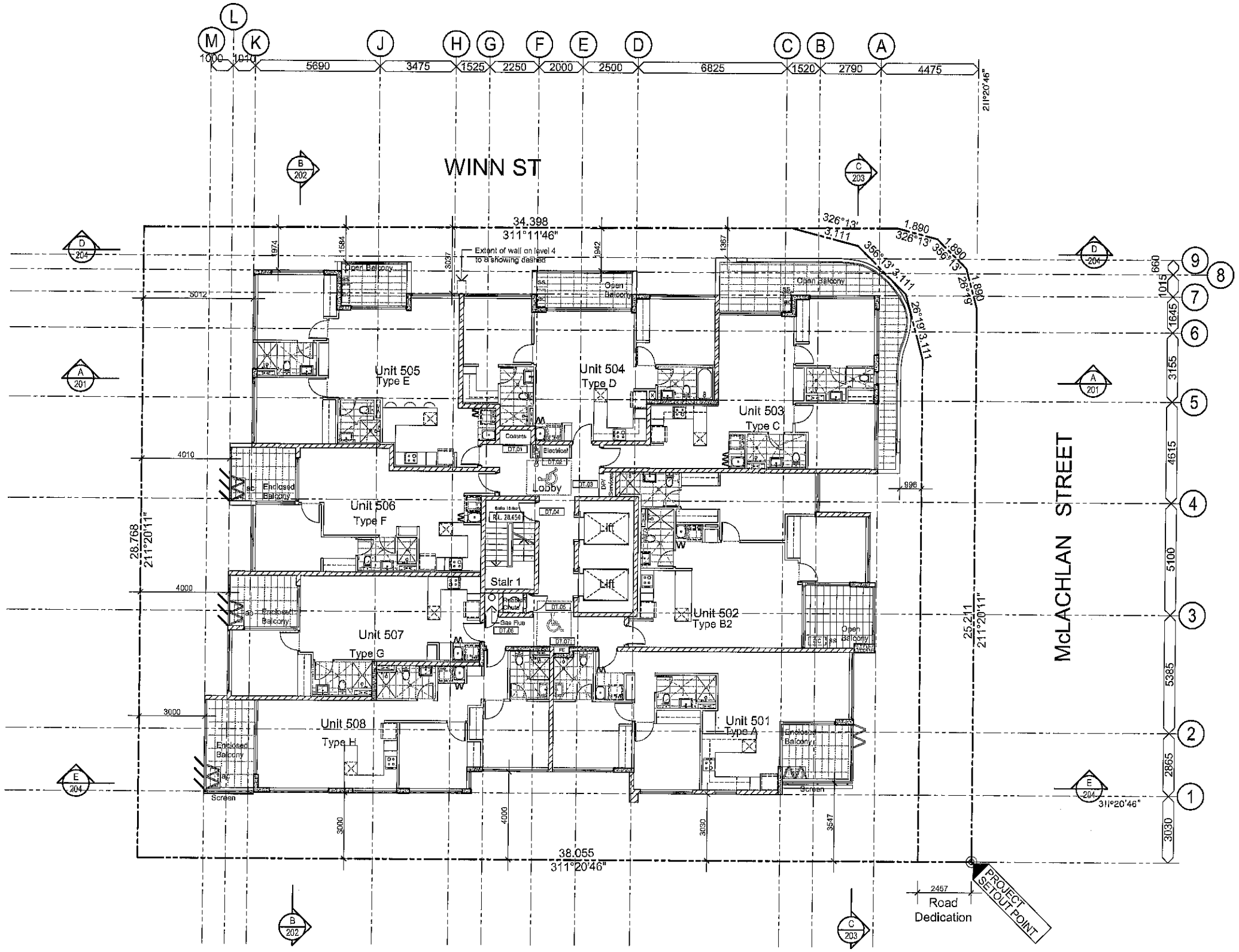

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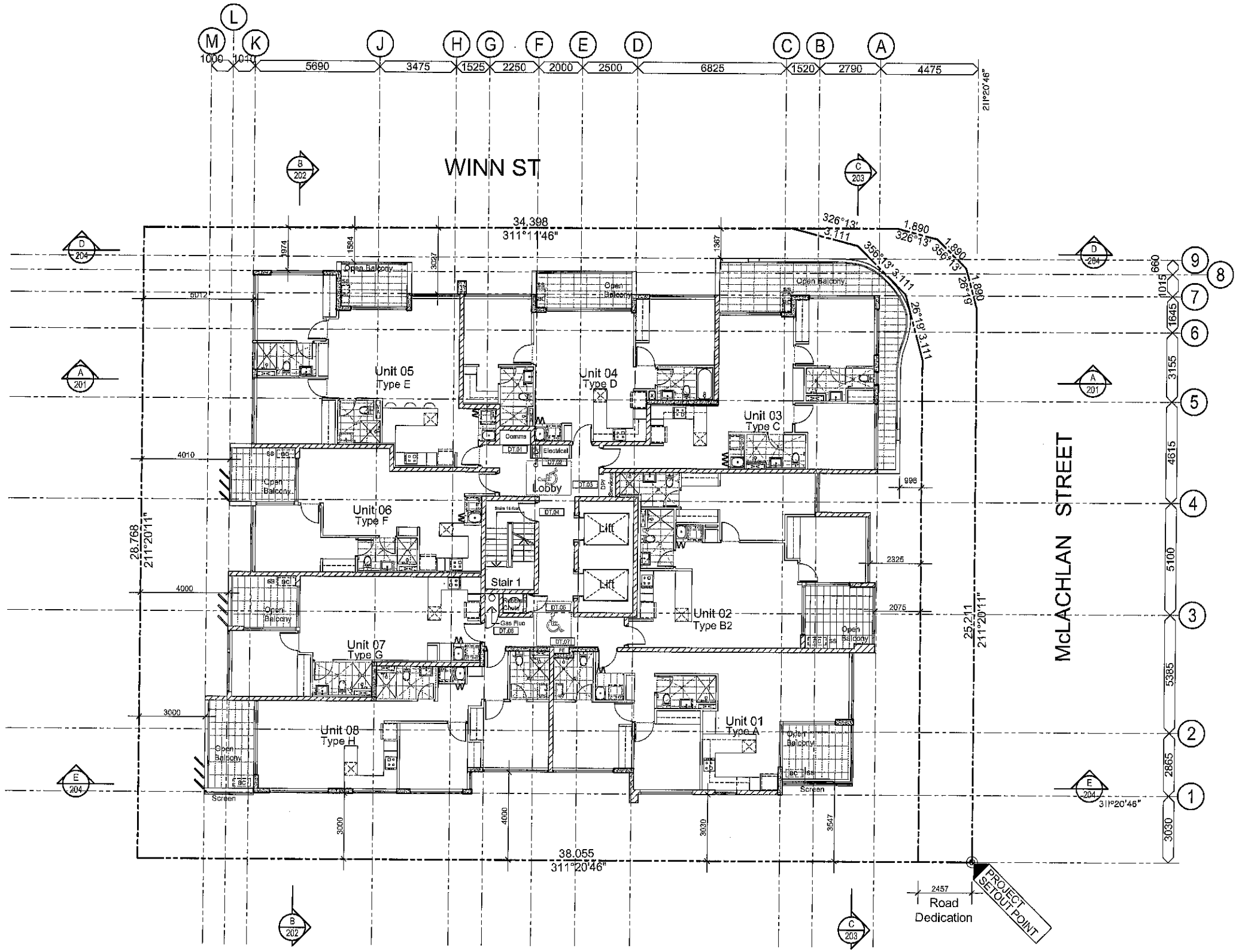

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LEVEL 6 TO 7

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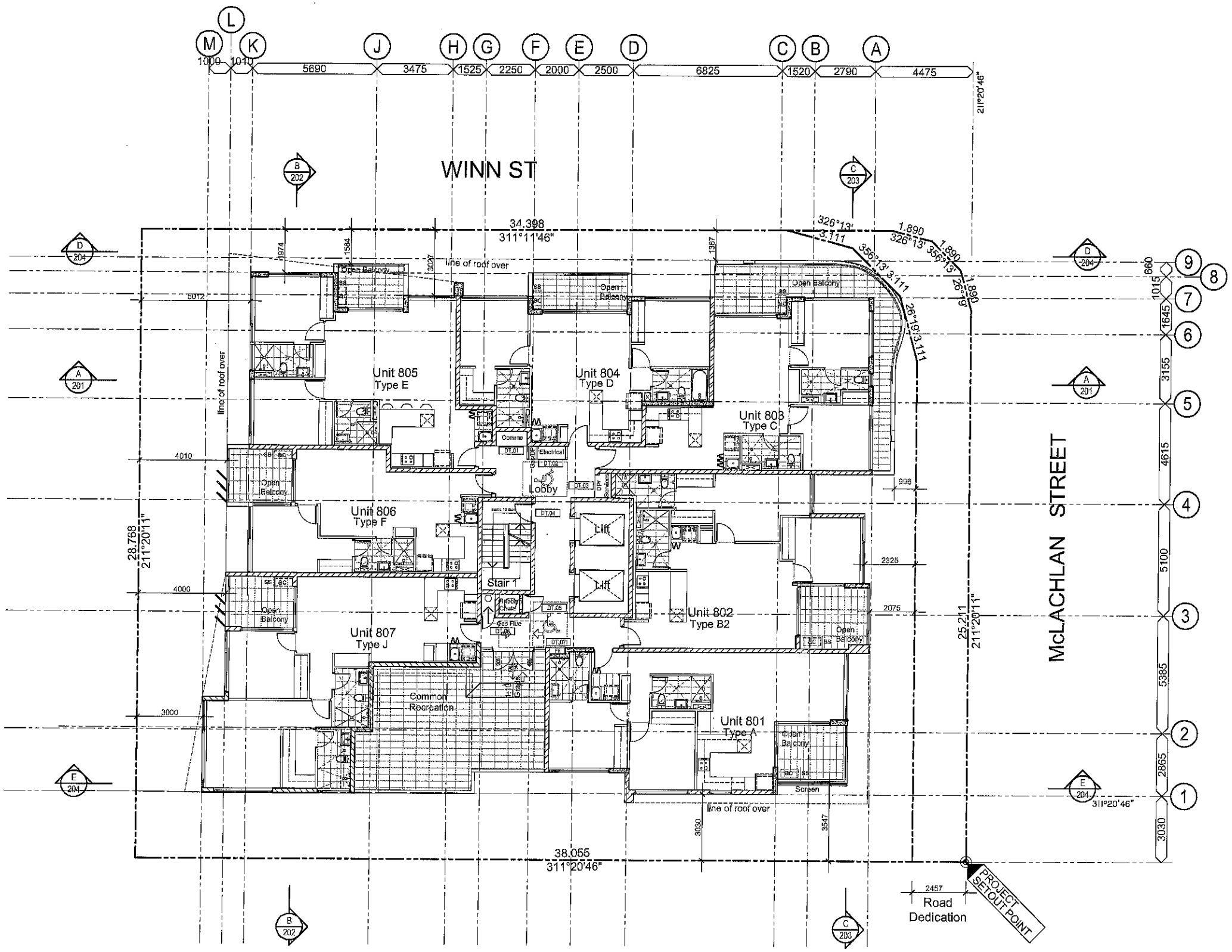

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LEVEL 8

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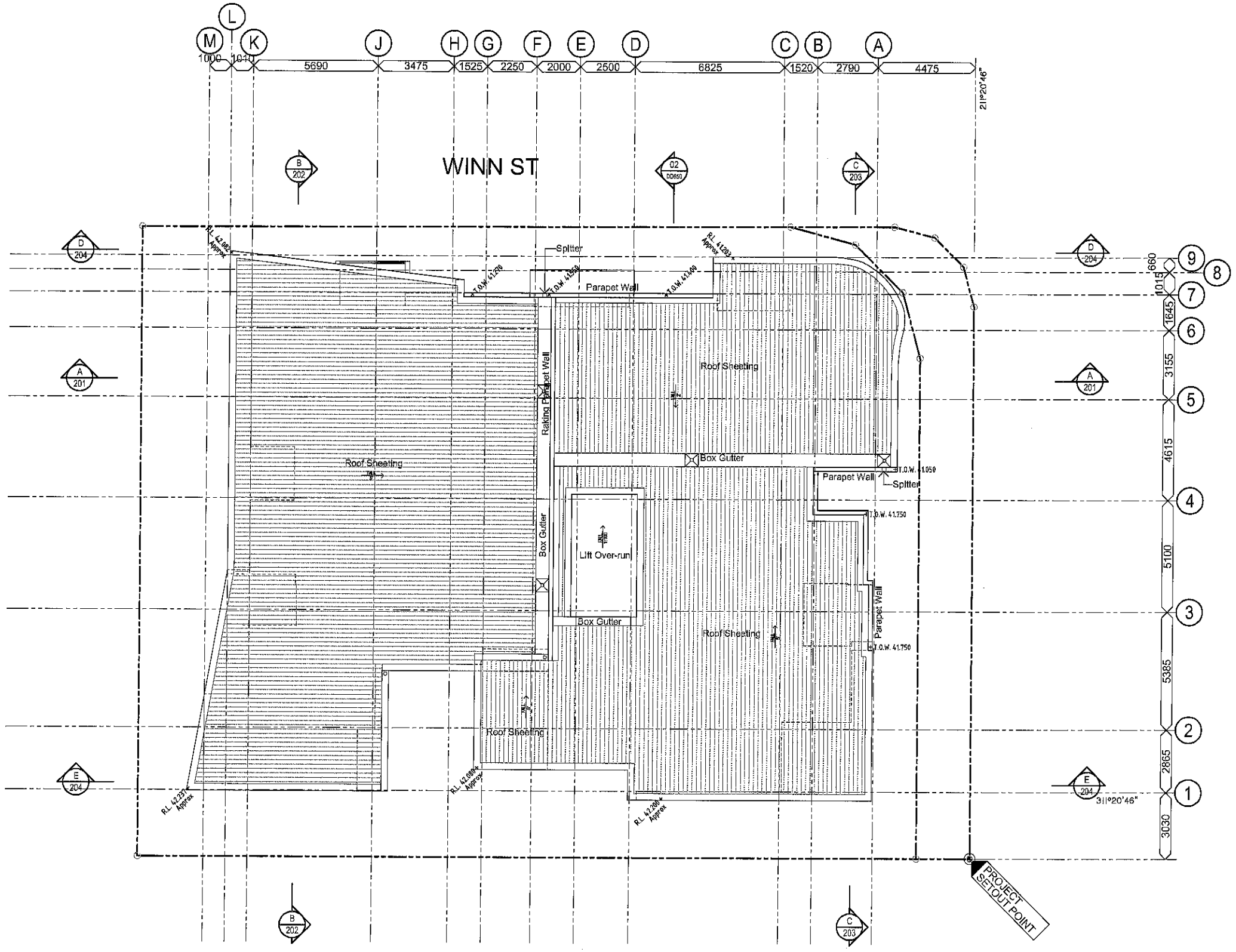

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ANNEXURE "E"

Fortitude Valley Neighbourhood Plan

Fortitude Valley Neighbourhood Plan

1 Introduction

The *Fortitude Valley Neighbourhood Plan* is a Local Plan under City Plan. This Plan contains specific additional local planning requirements. Where it conflicts with the generic requirements of the City Plan, this Neighbourhood Plan prevails.

In using this Neighbourhood Plan, reference should also be made to Section 1.1—Using a Local Plan at the front of this chapter.

Carparking rates are in accordance with City Plan.

2 Development principles

Fortitude Valley will be a nationally recognised destination catering for a multitude of people and uses. Its rich tapestry of new and old buildings, streets and lanes, cultures and character make it distinctly 'the Valley'. Renewal of Fortitude Valley will focus on promoting its vital role in the growth and economy of the City — by providing both a supportive commercial function to the City Centre and ensuring the cultural heritage of the area, the Special Context Area in particular, is maintained and enhanced.

This growth is required to demonstrate balanced social, economic and environmental outcomes and complement Fortitude Valley's social, cultural and heritage diversity. Fortitude Valley will be one of Brisbane's most creative and inclusive cultural precincts, with opportunities for cultural and community input through artwork, signage, public space design and street furnishing.

Development will:

2.1 Strengthen the role of the Valley Heart Precinct as a major entertainment, cultural, heritage, tourist, retail and business centre serving both the inner north–eastern suburbs and a citywide catchment. The mix of uses will strengthen both the day and night time economies of Fortitude Valley.

2.2 Throughout the balance of Fortitude Valley:

- support the growth of more intensive mixed use retail, cultural, commercial uses and residential activity, between and along the north–south corridors of Ann, Wickham and McLachlan Streets and along St Pauls Terrace
- support the establishment of James Street as a lifestyle node, and small scale business along surrounding streets such as Robertson Street
- carefully transition to lower intensity residential activity at the interfaces with the residential neighbourhoods of New Farm, Light Street Hill and Spring Hill.

2.3 Reinforce a strong integration between land use and transport, with increased density and mix of uses close to frequent public transport.

2.4 Accommodate greater densities and heights generally through amalgamation of land holdings, whilst ensuring building form and design does not compromise the fine grain streetscape evident within the Special Context Area and Demolition Control Precincts.

2.5 Focus entertainment activities within the Special Entertainment Precinct Core Areas (as shown in *Map D—Special Entertainment Precincts*) that provide for and encourage a variety of live music, nightclub and other music venues into Fortitude Valley. Noise attenuation to reduce the intrusion of amplified music from both existing and future venues will be required in all new residential development, and noise attenuation requirements must be satisfied when designing new entertainment venues. In these areas, residents will expect ambient noise levels to be relatively higher both inside and outside of residences, due to their proximity to entertainment venues.

2.6 Protect and enhance Fortitude Valley's special heritage and character through the retention, refurbishment and reuse of heritage places and character buildings. New development will favour the retention of existing buildings, sensitively integrate infill development with heritage places, reflect and complement Fortitude Valley's character and maintain the prominence of local landmarks and vistas.

2.7 Reinforce the varied and diverse architecture and urban form that distinguishes Fortitude Valley from the CBD and other parts of Brisbane, through innovative building construction, architecture and urban design that reflects the creative and heritage values of Fortitude Valley and is responsive to each site's specific shape, size, context and setting.

2.8 Improve the quality and quantity of public spaces through new and enhanced urban commons (including railway capping plazas), small scale spaces, cross block links, streetscape treatments and corner land dedication sites that enhance recreational and pedestrian movement opportunities. Widened footpaths and active frontages reinforce street amenity and safety. Development will also support inter–suburban connections for pedestrians and cyclists to move easily through the plan area.

2.9 Exhibit environmentally sustainable, climate responsive and adaptable design, based on subtropical design principles and incorporating energy efficiency measures and integrated water management.

2.10 Support social inclusiveness by encouraging a range of community facilities and services within Fortitude Valley that cater for local residents and those of surrounding suburbs. New development will assist in the provision of community facilities to meet the needs of the growing local community. New community facilities will be encouraged throughout Fortitude Valley, particularly around established clusters at Brunswick Street East and Church Street.

2.11 Provide a diversity of styles and tenures of residential accommodation, including affordable housing and key worker accommodation.

3 Precinct intents

The precincts for this Neighbourhood Plan area are shown in *Map A—Precincts*.

3.1 Gotha Street Precinct

Given the precinct's proximity to both the City Centre and Valley Heart Precinct new development will be encouraged to achieve high densities, whilst respecting the existing sense of space and maintaining views to heritage places, including Villa Maria and All Hallows School. A diverse range of land uses that support the function of the City Centre and Valley Heart will be supported, and residential accommodation will be encouraged, including permanent, short term and tourist accommodation.

It is intended that retail and commercial uses will activate the ground floor levels along Wickham Street and maintain the existing fine grain retail character that defines this entry to Fortitude Valley. Mixed use development is encouraged along Brunswick Street, with retail and commercial uses within the podium.

3.2 Valley Heart Precinct

Development of a high architectural quality is to reinforce the role of the Valley Heart (refer to *Map A—Precincts*) as a key commercial, retail and entertainment centre. Views towards landmark heritage places and the scale of existing streetscapes are maintained as a priority.

The precinct's proximity to the Fortitude Valley Station supports higher densities and a greater mix of uses. Development in proximity to the Fortitude Valley Station is to enhance pedestrian access to the station, including additional pedestrian links. Development is encouraged along and over the railway corridor, where it enhances station access, railway operations, and the provision of public space (refer to *Map C—Open Space and Public Domain*).

Development on the southern side of Constance Street between Alfred and Wickham Street is to make a contribution to Fortitude Valley's public domain by capping the railway corridor with a new pedestrian entrance to the railway station; footpath widenings and publicly accessible space (refer to *Map C—Open Space and Public Domain*).

Site amalgamation and development adjoining the rail corridor between Gipps and Brunswick Streets is encouraged to enable a development intensity that can support the capping of the rail corridor with new public space (refer to *Map C—Open Space and Public Domain*).

Major retail and commercial development is to locate in the vicinity of Brunswick Street and Chinatown Malls and Fortitude Valley Station. Food and beverage services should also be focused on the Malls, reinforcing their role as regional attractions, with active, pedestrian focussed uses at lower levels. Cafés, restaurants and other pedestrian generating uses are encouraged along the streets that connect Wickham Street with Ann Street.

Entertainment uses (including clubs and live music venues) are to be focused within the Special Entertainment Precinct Core Area. Short term accommodation is encouraged in this area, and all residential uses are designed to mitigate higher levels of ambient noise.

3.2.1 Special Context Area

The Special Context Area covers a large proportion of the Valley Heart Precinct (refer to *Map A—Precincts*). It is characterised by the three major thoroughfares of Wickham, Brunswick and Ann Streets, and contains a large number of existing State and local heritage–listed buildings that individually and in groups form important streetscapes of a distinct character, scale and material palette.

Brunswick Street from St Pauls Terrace to McLachlan Street is characterised by continuous built to alignment commercial properties of 2–3 storeys with the larger McWhirter's and TC Bierne buildings occupying the central section and contributing strongly to this area. Wickham Street contains sections of fine-grain 2–3 storey streetscapes from Gipps Street through to Constance Street with the Walton's and McWhirter's buildings dominating the Brunswick Street intersection.

The Ann Street streetscape consists mainly of buildings that are two storeys in height and of a smaller scale, which make a finer grained contribution to the area.

Development in the Special Context Area is to enhance the cultural heritage of the area. In particular, development must preserve the fine grain character of the area and respond to the established rhythm in the streetscape. This will occur by whole buildings being retained, not by facades or by mimicking architectural form in podia. Development will contribute to stitching together a human scale streetscape, with buildings set well back at upper levels.

Sensitive refurbishment of character and heritage buildings for new uses will maintain this distinctive and fine grain character.

Infill development should respond to the prevailing urban character and respect the original lot configuration, street orientation and key values of the character streetscape. Innovative redevelopment on smaller sites is encouraged. The challenge of accommodating development and growth within this precinct's significant heritage and cultural values necessitates a design response different to the balance of the Neighbourhood Plan area.

The area contains a limited number of significant development opportunities. The proximity to the Fortitude Valley Station and the City Centre presents opportunities to establish landmark buildings through site amalgamation. Innovative podium design above the street frontage, and tenancy widths at street level will respect and maintain the character streetscape and fine grain character of the area.

Any redevelopment that results from site amalgamation to achieve greater densities and heights must ensure that the established rhythm and fine grain character of the streetscape is maintained at ground and podium levels.

All new development will be responsive to and from the setting of heritage places, and protect and enhance views towards them. The visual dominance of the major heritage places is maintained and new development is subordinate in scale at the street frontage.

3.3 Valley Gateway Precinct

This northern gateway to Fortitude Valley (refer to *Map A—Precincts*) is a mixed use precinct comprised of high quality commercial, retail display, residential, recreational and community uses. The precinct will exhibit high quality streetscapes of wide footpaths and significant street planting, particularly along the Ann and Wickham boulevard streets. Greatest intensities and heights of development concentrate along and between the major routes of Ann and Wickham Streets, however the strong heritage streetscape of these linear routes is maintained at the street frontage. Building heights should also reinforce the respective roles of St Pauls Terrace and McLachlan Street as major boulevards, with smaller scale businesses and residential uses throughout the remainder of the precinct.

Cafes, restaurants and other pedestrian generating uses are encouraged along the streets that connect Wickham Street with Ann Street. Development along Montpelier Road is to involve moderate heights that maintain views between Light Street Hill and Bowen Hill, and provide an active frontage to the street with retail uses at ground level.

3.4 Light Street Hill Precinct

The Light Street Hill Precinct (refer to *Map A—Precincts*) contains a significant group of 19th century timber cottages that testify to the early history of the area. The refurbishment of existing character buildings is desirable and any infill development in the Character Residential Area is required to reinforce this two–storey scale.

Within this precinct residential, office and community uses are supported. Commercial uses are encouraged along the south west end of Prospect Street via fine grain infill development and re–use of buildings.

Heights in areas directly adjoining the precinct complement the precinct's scale and character and provide a suitable transition from surrounding higher intensity development.

3.5 James Street Precinct

This is the transitional precinct (refer to *Map A—Precincts*) between the retail, business and entertainment oriented precincts surrounding Ann and Wickham Streets and the predominantly residential area of New Farm. The mix of commercial, retail, residential and recreational uses are to continue. Development will reinforce the

commercial and retail frontages to Brunswick St and Commercial Road and enhance the city–wide lifestyle role of the James Street node. The density and height of development is to transition down to the more residential character of New Farm, with lower heights along Arthur Street and residential uses dominating towards the boundary with New Farm. The view to St. Patricks Church from James Street is preserved.

3.6 Water Street Precinct

This precinct (refer to *Map A—Precincts*) will develop as a medium scale mixed use precinct with an emphasis on multi–unit residential uses. As such, new music venues and other noise generating uses are not considered appropriate. Given the precinct's proximity to Royal Brisbane Hospital and the RNA Showgrounds, it is an appropriate location for short term accommodation.

Existing commercial and small scale retail may continue to consolidate along Brunswick Street, however retail other than local services are not intended to permeate throughout the precinct and other non–residential activities may locate away from Brunswick Street only where their impacts are suitably mitigated.

4 Level of assessment

The following table/s contain exceptions to the level of assessment, overriding the levels of assessment in Chapter 3.

A preliminary approval may change the level of assessment identified in these tables.

The trigger for assessment in the level of assessment table is material change of use and/or building work (associated with a use or structure specified in the level of assessment table) unless otherwise specified.

4.1 Where located in a Special Entertainment Precinct (refer to *Map D—Special Entertainment Precincts*)

Self Assessment	Applicable Codes
1. **Centre Activities** (except **Club**, **Hotel**, **Indoor Sport and Recreation**, **Multi-unit Dwelling**, **Nightclub**, **Restaurant** or **Short Term Accommodation**) where: • not involving building work • complying with the Acceptable Solutions in the Centre Amenity and Performance Code 2. **Centre Activities** where a **Hotel**, **Nightclub or Restaurant** and where: • not involving building work • in the Special Entertainment Precinct Core Area • 100m^2 or less in gross floor area(1), and • not located within the same building as, or within 5m from, a residential dwelling, and • complying with the Acceptable Solutions in the Centre Amenity and Performance Code 3. **Centre Activities** where a **Hotel**, **Nightclub or Restaurant** and where: • not involving building work • in the Special Entertainment Precinct Buffer Area • complying with the Acceptable Solutions in the Centre Amenity and Performance Code	Centre Amenity and Performance Code

Code Assessment	Applicable Codes
1. **Centre Activities** (except **Club**, **Hotel**, **Indoor Sport and Recreation**, **Multi–unit Dwelling**, **Nightclub**, **Restaurant** or **Short Term Accommodation**) where: • not involving building work • not complying with the Acceptable Solutions in the Centre Amenity and Performance Code	Centre Amenity and Performance Code Fortitude Valley Neighbourhood Plan Code
2. **Centre Activities** (except where a **Shop** greater than 1,000m^2 in the Gotha Street, Light Street Hill, James Street or Water Street Precincts) where: • involving building work • complying with Acceptable Solution A1.2 of the Fortitude Valley Neighbourhood Plan Code for building height	Centre Amenity and Performance Code Centre Design Code Fortitude Valley Neighbourhood Plan Code Residential Design Codes
3. **Centre Activities** where a **Club**, **Indoor Sport and Recreation**, **Multi–unit Dwelling**, or **Short Term Accommodation** and where not involving building work	Centre Amenity and Performance Code Fortitude Valley Neighbourhood Plan Code Residential Design Codes
4. **Centre Activities** where a **Hotel**, **Nightclub**, or **Restaurant**, where not involving building work and where located in the Special Entertainment Precinct Core Area and where: • greater than 100m^2 in gross floor area, or • located within the same building as, or within 5m from, a residential dwelling, or • not complying with the Acceptable Solutions in the Centre Amenity and Performance Code	Centre Amenity and Performance Code Fortitude Valley Neighbourhood Plan Code
5. **Centre Activities** where a **Hotel**, **Nightclub**, or **Restaurant**, where not involving building work and where located in the Special Entertainment Precinct Buffer Area and where not complying with the Acceptable Solutions in the Centre Amenity and Performance Code	Centre Amenity and Performance Code Fortitude Valley Neighbourhood Plan Code
Impact Assessment	**Relevant Codes**
Generally inappropriate	
1. **Centre Activities** where involving building work and where: • not complying with Acceptable Solution A1.2 of the Fortitude Valley Neighbourhood Plan Code for building height, or • a **Shop** greater then 1,000m^2 in the Gotha Street, Light Street Hill, James Street or Water Street Precincts	Centre Amenity and Performance Code Centre Design Code Fortitude Valley Neighbourhood Plan Code Residential Design Codes

Impact Assessment	Relevant Codes
2. Demolition or removal of a **Multi–unit Dwelling** (where a property is or has been a Registered Boarding House within the previous 5 years)	Demolition Code

(1) Other uses (e.g. shop) may occupy an area greater than 100m², provided the licensed component (e.g. hotel) is 100m² or less

4.2 Where located in a Multi–purpose Centre, but outside a Special Entertainment Precinct

Code Assessment	Applicable Codes
1. **Centre Activities** (except where a **Shop** greater than 1,000m² in the Gotha Street, Light Street Hill, James Street or Water Street Precincts) where: • involving building work • complying with Acceptable Solution A1.2 of the Fortitude Valley Neighbourhood Plan Code for building height	Centre Amenity and Performance Code Centre Design Code Fortitude Valley Neighbourhood Plan Code Residential Design Codes
Impact Assessment	**Relevant Codes**
Generally inappropriate	
1. **Centre Activities** where involving building work and where: • not complying with Acceptable Solution A1.2 of the Fortitude Valley Neighbourhood Plan Code for building height, or • a **Shop** greater then 1,000m² in the Gotha Street, Light Street Hill, James Street or Water Street Precincts	Centre Amenity and Performance Code Centre Design Code Fortitude Valley Neighbourhood Plan Code Residential Design Codes
2. Demolition or removal of a **Multi–unit Dwelling** (where a property is or has been a Registered Boarding House within the previous 5 years)	Demolition Code

4.3 Where located in Low–medium Density Residential Area or Character Residential Area

Code Assessment	Applicable Codes
1. **Community Facilities** where involving building work	Community Use Code Fortitude Valley Neighbourhood Plan Code
2. **Office** where less than 500m² gross floor area and not involving building work	Centre Design Code Fortitude Valley Neighbourhood Plan Code
Impact Assessment	**Relevant Codes**
Generally inappropriate	
1. Demolition or removal of a Multi–unit Dwelling (where a property is or has been a Registered Boarding House within the previous 5 years)	Demolition Code

5 Fortitude Valley Neighbourhood Plan Code

This Code provides additional and/or alternative Performance Criteria and Acceptable Solutions to the generic Codes in Chapter 5. Where directly varying with a Code in Chapter 5, the Performance Criteria and Acceptable Solutions in this Neighbourhood Plan Code take precedence. All remaining Performance Criteria and Acceptable Solutions of the Codes in Chapter 5 will continue to apply.

The purpose of this Code is to ensure development in the Plan area is consistent with the Development Principles and the Precinct Intents of this Neighbourhood Plan.

Note: Where the proposal is only for alterations to a building facade fronting the Chinatown Mall or Brunswick Street Mall (The Valley Mall), compliance with P20/A20.1 only is required.

Glossary

Storey — a building level between a floor and the next floor/roof above, including ground floor and mezzanines, with an average floor to floor height around 3m for residential and 3.7m for commercial. Plant levels constitute a storey where exceeding 4m in height or 75% of the tower footprint.

Built Form Analysis — a report that illustrates how the built form of the development responds to and reinforces the distinctive character of Fortitude Valley and its component parts, and that includes:

- four perspective views (as nominated by Council) showing the building in the streetscape, rear and side elevations when viewed from surrounding streets, distant views towards building and any additional views, as requested
- elevations and images articulating all building elevations and relationship to all adjoining properties
- analysis demonstrating that the proposal will not adversely impact the surrounding areas (e.g. overshadowing and view lines)
- a design statement explaining how the proposal seeks to address the site context and the relationship to the public domain (including design options investigated, their merits/faults, and rationale for preferred option)
- evidence that the proposal has addressed scale and setting through the modulation of facade elements, massing and materiality of built form.

Character Streetscape Analysis — a report that illustrates how the proposed development impacts on the character of the streetscape and surrounding buildings and includes:

- a site plan showing the next two properties either side of the proposed development and all 5 properties on the opposite side of the road reserve
- heights to parapet of the next two properties either side of the proposed development and photomontage of both sides of the streetscape
- perspective view/photomontage from eye level showing relationship of proposal to surrounding buildings including identifying any existing Heritage Places
- a design statement explaining how the proposal seeks to address heritage building context (including design options investigated, their relative merits/faults, and rationale for preferred option)
- evidence that the proposal has addressed scale and setting through the modulation of façade elements, massing and materiality of built form.
- where the site includes or adjoins a Heritage Place, verification that the analysis has been prepared in accordance with the Australia ICOMOS Charter for the Conservation of *'Burra Charter' Places of Cultural Significance 1998*.

Performance Criteria	Acceptable Solutions
BUILT FORM — OVERALL	
P1 Building heights and bulk must: • be consistent with the intended scale and character of the relevant precinct • be compatible with the built form and context of adjoining buildings • retain an appropriate relationship with the established streetscape • provide a transition to lower scale heritage places and precincts • be commensurate with the size of the lot • not compromise significant views and vistas towards heritage places • maintain views between Light Street Hill and Bowen Hill *Note: A Built Form Analysis is to be prepared that demonstrates compliance with this Performance Criterion* *Note: Maximum gross floor area provisions do not apply within Multi–purpose Centres in the Fortitude Valley Neighbourhood Plan Area*	**A1.1** Development involves the reuse and refurbishment of existing buildings that contribute to the built form character and context of the immediate area **A1.2** Maximum building height is in accordance with *Table 1—Maximum Building Heights* **A1.3** Maximum podium height is in accordance with *Table 2—Maximum Podium Heights*
P2 Residential floor to ceiling heights facilitate natural ventilation and allows space for ceiling fans	**A2** Minimum residential floor to ceiling height is 2.7m (with an average floor to floor height of 3m)
P3 Building setbacks are sufficient to ensure the building: • protects important views and vistas • does not dominate the street or other pedestrian spaces • does not prejudice the development of adjoining sites • enables existing and future buildings to be appropriately separated from each other to allow light penetration, air circulation, privacy and ensure windows are not built out by adjoining buildings • creates attractive and viable small scale spaces at the rear of buildings that also function as a secondary light and ventilation source	Where for development in Multi–purpose Centres: **A3.1** Development above the podium has a 3m frontage setback unless located in the Special Context Area (refer to P18) **A3.2** Any part of a building above podium has a maximum site coverage of 60%, and a maximum horizontal dimension of 50m **A3.3** Minimum rear boundary setback to podium is 5m, or 3m where no openings, or 10m for residential components if the windows of habitable rooms are orientated towards that boundary (excluding sun control devices) **A3.4** Where having a side boundary with a Residential Area classification, the minimum boundary setback to podium is 3m at that side boundary **A3.5** Above podium, the minimum side setback is 3m, and the minimum rear setback is 5m. The minimum setback for residential components is 10m if the windows of habitable rooms are orientated towards that boundary (excluding sun control devices) *Note: Where new development adjoins a Heritage Place, the appropriate building setback will be determined on a case–by–case basis having regard to the views, vistas and context of the Heritage Place*

Performance Criteria		Acceptable Solutions	
			Note: In Residential Areas the setbacks within the relevant Residential Design Code apply
P4	Development scale, height and design provides a transition to the adjacent lower scale precinct in the following circumstances: • where located in a Multi–purpose Centre adjoining or across a road from a Character Residential Area or Low–medium Density Residential Area • where located within the Valley Heart Precinct adjacent to the Water Street Precinct	**A4**	No acceptable solution is prescribed
P5	New buildings and additions: • are designed to address all elevations, with front and also rear and side elevations displaying a high level of articulation and high quality materials and finishes • have a vertical articulation of building form and mass with proportions compatible with the height, scale and setting of the building • are designed to address the skyline and silhouette with a high level of architectural design treatment and articulation when over five storeys in height • are oriented to, with active uses fronting, streets, urban commons (including railway capping plazas), small scale spaces and cross block links *Note: Council's Independent Design Advisory Panel may be invited to provide advice on proposals in accordance with the provisions of the Independent Design Advisory Panel Planning Scheme Policy*	**A5**	No acceptable solution is prescribed
P6	Development on Significant Corner Sites identified on *Map A—Precincts* must: • reinforce the sense of arrival to Fortitude Valley • provide a landmark definition of the corner through its building form, expression, silhouette, scale, materials and landscaping • maintain the prominence of any Heritage Places on other corners of the intersection	**A6**	No acceptable solution is prescribed
URBAN DESIGN AND STREET INTERFACE			
P7	Development improves pedestrian movement and amenity by dedicating and constructing footpaths to a width that is appropriate to the scale and function of the street, as identified in the *Centres Detail Design Manual*	**A1.1**	Development with a frontage to a Footpath Buildout Street on *Map B—Streetscape Types* constructs footpath buildouts and associated streetscape works in accordance with the specifications of the *Centres Detail Design Manual*
		A7.2	Development with a frontage to a Subtropical Boulevard, Ladder Street, Subtropical Street or Connective Landscape Street on *Map B—Streetscape Types* constructs a public footpath to the width

Performance Criteria		Acceptable Solutions	
			required in *Table 3—Minimum Public Footpath Widths* and in accordance with the specifications of the *Centres Detail Design Manual*. The public footpath is dedicated to Council and all parts of the building at or above ground level are contained within the new property boundary (other than any awnings)
		A7.3	On Subtropical Boulevards and Ladder Streets, basement levels are contained within the new property boundary. On Subtropical Streets and Connective Landscape Streets, basement levels may extend into the footpath area to the extent identified in *Table 3—Minimum Public Footpath Widths* where located and constructed in accordance with the specifications of the *Centres Detail Design Manual*. The basement is contained within a volumetric lot. In no case may the basement extend beyond the original property boundary
		Note: On Urban Valley Streets the minimum public footpath width is as existing, and all parts of the building must be contained within the property boundary (other than any awnings)	
		Note: Where new development adjoins a Heritage Place, the appropriate width of any widening and building setback will be determined on a case–by–case basis having regard to the Heritage Place and the street function	
P8	The streetscape at corner land dedication sites over 3000m^2 creates identifiable local nodes accommodating pedestrian movement, seating and public art in conjunction with viable deep planting feature trees, with a building envelope that acknowledges and respects the presence of this big feature tree canopy	**A8.1**	At corner land dedications on *Map B—Streetscape Types*, development on sites greater than 3,000m^2 provides an inverted corner land dedication (in addition to any linear land dedication required above) in accordance with *Figure e*
		A8.2	Deep planting feature trees, seating and public art are provided in the corner land dedication area in accordance with the specifications of the *Centres Detail Design Manual*
		A8.3	All parts of the building (including the basement) are kept outside of the corner land dedication area
P9	The ground and podium levels of the building must exhibit a human scale, fine grain building rhythm and architectural interest that has regard to the characteristics of adjoining development	**A9.1**	The lower three storeys of the building include: • variations in plan shape and vertical profile • awnings and sun protection devices • balconies orientated to the street • operable elements within the facade

Performance Criteria	Acceptable Solutions
	• elements of a finer scale than the main structural framing • display windows, showcases or public art **A9.2** The street frontage and built form reflects the original lot widths and maintains the pattern of dominant architectural features
P10 Development must be closely integrated with the street environment with built form and uses that activate the frontage and generate pedestrian traffic. Ground and podium levels abutting footpaths must suit the nature and character of the street and provide: • an activated, pedestrian friendly and human scale facade • a strong visual and physical connection between internal and external spaces • a gradual transition between public street and semi–public and/or private outdoor or building spaces • a subtropical urban design and built form • a permeable edge to the street, which creates both a visual widening of the street section and amenable edge to pedestrian movement • useable outdoor/semi–outdoor spaces that support outdoor lifestyles and engage with the public realm *Note: Within the Special Context Area a more traditional and urban streetscape will predominate with a well defined (i.e. less gradual and less permeable) transition between the public and private realms*	**A10.1** Active uses are provided at ground and podium levels, with windows and doors that allow for activity, visual connection and surveillance of streets, urban commons (including railway capping plazas), small scale spaces and cross block links **A10.2** Pedestrian entrances are provided at least every 20m along the street frontages **A10.3** Foyers occupy a minimal proportion and subordinate part of the site frontage, are open to the public domain and contain activities and spaces that attract people (such as reception desks, seating areas, cafes, shopfront galleries and display spaces) **A10.4** Development implements either an outdoor room, forecourt or landscape transition at the street frontage as illustrated in *Figures a* to *d* *Note: A Landscape or an Outdoor Room Transition with soft landscape, is not suitable in the Special Context Area*
P11 Footpaths and pathways are protected from rain and sun by shelter that: • is continuous and compatible with existing awning • allows for street trees and other landscaping • is visually safe and amenable • is located along key pedestrian routes and destinations *Note: In locations not indicated on Map B—Streetscape Types, the appropriateness of and design of awnings will be determined on a case by case basis*	**A11.1** Awning cover is provided where shown on *Map B—Streetscape Types*. Awnings do not include posts within the footpath. **A11.2** Awnings are provided along busy pedestrian routes and at gathering and waiting points (e.g. bus stops) **A11.3** The awning extends from the face of the building and is setback from inside the kerbline: • 2.5m on Subtropical Boulevard and Ladder Streets, or • 1.5m on all other streets *Note: In all other respects the awning is provided in accordance with the Centre Design Code*

Performance Criteria	Acceptable Solutions
PUBLIC DOMAIN	
P12 Development on significant sites must make a significant contribution to the public domain of Fortitude Valley by providing its major public spaces. Significant sites include: • sites identified for urban commons, railway cappings or small scale spaces on *Map C—Open Space and Public Domain* • other development sites where the site area exceeds 5,000m^2	**A12.1** New urban commons are provided in each of the following circumstances: • as part of developments where the site includes an area identified as an urban common on *Map C—Open Space and Public Domain* • as part of developments where the site area exceeds 5,000m^2 **A12.2** The size of new urban commons is in accordance with any notation on *Map C—Open Space and Public Domain* or otherwise a minimum of 600m^2 (exclusive of vehicle movement areas) **A12.3** New railway cappings provide public space improvements (e.g. plaza) in accordance with the locations and area specifications identified on *Map C—Open Space and Public Domain* **A12.4** New small scale spaces are provided in the locations identified on *Map C—Open Space and Public Domain*
P13 Redevelopment of sites containing existing urban commons (including railway capping plazas), small scale spaces or cross block links either retains and enhances the existing space or provides a new space of at least equal size and function	**A13** No acceptable solution is prescribed
P14 Urban commons (including railway capping plazas) are publicly accessible recreational spaces that provide a high standard of amenity and include shade trees, lighting, shelter and seating. These spaces are predominantly open to the sky and are focused on informal public use, with only limited formal activities such as outdoor dining. The space is enhanced by public art and includes infrastructure for events Small scale spaces are publicly accessible entertainment and pedestrian areas that include lighting, shelter and infrastructure for temporal art installations Both forms of public space provide equitable access, are well integrated with any adjoining cross block links and incorporate crime prevention through environmental design principles. The spaces are generally bounded by active uses and have a strong street presence that signifies the space is publicly accessible. Any adjoining development enhances the function of the public space	**A14.1** The design of new, or enhancement of existing urban commons (including railway capping plazas) creates a recreational space that incorporates all of the relevant acceptable solutions identified in *Table 4—Public Space Acceptable Solutions* **A14.2** The design of new, or enhancement of existing small scale spaces incorporates all of the relevant acceptable solutions identified in *Table 4—Public Space Acceptable Solutions* **A14.3** Development adjoining an urban common (including railway capping plazas) or small scale space is designed to activate and enhance the use of that space

Performance Criteria	Acceptable Solutions
P15 Development creates an integrated and continuous cross block pedestrian network that facilitates safe, logical and direct access to centres of activity, public transport facilities, urban commons (including railway capping plazas) and small scale spaces. The cross block links have a strong street presence that signifies that they are publicly accessible. Active and pedestrian friendly uses along its edges create activity in the cross block link and contribute to crime prevention through environmental design	**A15.1** Cross block links are provided in the locations identified on *Map C—Open Space and Public Domain* and on sites running from street to street within a cross block link zone identified on *Map C—Open Space and Public Domain* **A15.2** The design of new, or enhancement of existing cross block links is in accordance with the specifications of the *Centres Detail Design Manual* and incorporates all of the relevant acceptable solutions identified in *Table 4—Public Space Acceptable Solutions*
P16 Development: • supports and facilitates pedestrian and cycle movement along the inter-suburban connections indicated on *Map C—Open Space and Public Domain* • supports the safe movement of pedestrians across streets at ground level and through a network of cross block links, laneways and small scale spaces that align with existing and proposed street crossings • incorporates a pavement treatment and building frontage that is conducive to footpath dining, except along Subtropical Boulevards and streets within the Special Context Area (excluding Malls) where new footpath dining is not suitable due to high volumes of traffic or narrow and congested footpaths • provides street furniture and landscaping in the public domain in accordance with the *Centres Detail Design Manual*	**A16** No acceptable solution is prescribed
CARPARKING, ACCESS AND SERVICING	
P17 Buildings are designed to accommodate useable floor space (not car parking) that genuinely activates and surveys the streetscape. Vehicle entrances, servicing and car parking must be designed and located to minimise disruption to building frontages, the pedestrian environment, and to reduce the visual impact on the street environment. Pedestrian movement, comfort and safety is maximized in areas of high pedestrian usage by reducing pedestrian and vehicular conflict *Note: Car parking rates are in accordance with City Plan*	**A17.1** Car parking areas are located underground or behind the building at ground level only. Carparking is not provided in a podium **A17.2** Vehicular access is not provided from a principal frontage where laneway or secondary frontages are available and where new service lanes can be created **A17.3** Only one vehicle access point is provided to each site. Vehicle entrances are minimised in height and width, and shared use of vehicle access points utilised where possible **A17.4** Driveway crossovers maintain the integrity, quality and primacy of footpaths **A17.5** In the Special Context Area, service vehicle openings are no wider then 3m and no higher than 3.5m, to allow entry to a 3m high vehicle

Performance Criteria	Acceptable Solutions
BUILT FORM REQUIREMENTS WITHIN THE SPECIAL CONTEXT AREA	
P18 Development must: • make a positive contribution to the existing streetscape, with podium heights, building frontages, awnings and architectural treatments that respond to the prevailing heights, lot patterns, building rhythms and architectural features of the heritage places and character buildings within the streetscape (see *Figure f*) • tenancy widths reflect those in the character streetscape and create regular pedestrian entrances to facilitate activity at ground level • setback upper levels (above podium) to reduce visual impact of new development on the streetscape and maintain views towards landmark Heritage Places • maintain the visual significance of the McWhirter's, Walton's and Judith Wright Centre buildings within the streetscape *Note: A Character Streetscape Analysis is to be prepared for development within the Special Context Area that demonstrates compliance with this Performance Criteria*	**A18.1** Average tenancy widths to the street are no greater than the average tenancy widths of the next two properties either side of the site (see *Figure f*) **A18.2** The building is built to the street alignment at the podium levels **A18.3** Maximum podium height is in accordance with *Table 2—Maximum Podium Heights* and otherwise aligns with the prevailing parapet level of heritage and character buildings (see *Figure f*) **A18.4** Minimum building setback from tower (above podium) to street frontage (not including cross block links or small scale spaces) is 8m. Where building heights exceed 5 storeys, the setback to the tower is 10m **A18.5** Awning height and angle match any adjoining awning on a character building and reflect any stepping of awning height along the character streetscape **A18.6** Minimum rear boundary setback to podium is 5m, or 3m where no openings, or 10m for residential components if the windows of habitable rooms are orientated towards that boundary (excluding sun control devices) **A18.7** Minimum side setback to tower (above podium) is 3m, and the minimum rear setback is 5m. The minimum setback for residential components is 10m if the windows of habitable rooms are orientated towards that boundary (excluding sun control devices) **A18.8** Any part of the building above podium (the tower) has a maximum site cover of 60%, and a maximum horizontal dimension of 50m
P19 Development must reflect the material palette and character of the existing built fabric, with a rougher and grittier aspect to the architecture in contrast with that of the CBD	**A19** Development uses building materials which are self–finished, patina well with age and display a tactile finish, such as face brick, stone, off–form unpainted/coloured/stained concrete, and metals such as zinc and copper
VALLEY HEART PRECINCT	
P20 The amenity and attraction of the Chinatown and Brunswick Street Malls must be enhanced	**A20** Provide day and night animation and promote the theme, atmosphere and amenity of the malls through: • retail and other active uses fronting the mall

Performance Criteria	Acceptable Solutions
	• mall level tenancies to provide visual interest at all hours with transparent roller or shutters security grills • ensuring that in the Chinatown Mall any alterations to the building facade promote the oriental design and theme of the Mall • ensuring that in the Brunswick Street Mall any alterations to the building facade respect the scale, form and rhythm of the Heritage Places and streetscapes fronting the Mall
P21 Vehicular access and loading for non–residential uses must be provided and located to minimise the use of St Pauls Terrace	**A21** No acceptable solution is prescribed
JAMES STREET PRECINCT	
P22 Development protects significant views and vistas towards St Patrick's Church and grounds	**A22** Building siting, configuration and design does not impinge upon the significant view of St Patrick's Church and grounds from James Street identified on *Map C—Open Space and Public Domain*
WATER STREET PRECINCT	
P23 Vehicular access and loading for non–residential uses must be provided and located to minimise the use of Brunswick Street	**A23** No acceptable solution is prescribed
SPECIAL ENTERTAINMENT PRECINCT These additional requirements apply to land in the Special Entertainment Precinct (refer *Map D—Special Entertainment Precincts*). For the purposes of this Code, amplified music is the use of any musical instrument, public address system or sound system to amplify music for the entertainment of patrons or the general public	
Where in a Special Entertainment Precinct Core Area and involving material change of use for Centre Activities where a Club, Hotel, Indoor Sport and Recreation, Night Club, or Restaurant	
P24 The building must be designed to achieve an amplified music noise level at 1m external to any point of the premises of: • in Core Area A not greater than LC_{eqT} 80dB and LL_{eqT} 73dB in any one–third octave band between and including 31.5Hz and 125Hz • in Core Area B not greater than LC_{eqT} 88dB for approved activities before 11.30p.m., and LC_{eqT} 65dB and LL_{eqT} 55dB in any one–third octave band between and including 31.5Hz and 125Hz, for approved activities after 11.30pm and constructed in accordance with that design *Note: Operating noise levels for the above activities will be determined by the Amplified Music Venue Permit in accordance with the Amplified Music Venues Local Law*	**A24** The use does not involve amplified music audible external to the premises

Performance Criteria		Acceptable Solutions	
P25	Where the activity is located in the same building as, or the activity has a wall within 5m of, a Caretakers Flat, Single Unit Dwelling or Centre Activities where a Hotel, Multi–unit Dwelling or Short Term Accommodation, the building must be designed to achieve an amplified music noise level of: • not greater than LL_{eqT} 43dB in any one–third octave band between and including 31.5Hz to 125Hz in a bedroom not associated with the activity • not greater than LL_{eqT} 45dB in any one–third octave band between and including 31.5Hz to 125Hz in a living room not associated with the activity and constructed in accordance with that design	**A25**	The activity is not located in the same building as, and the activity does not have a wall within 5m of, a Caretakers Flat, Single Unit Dwelling or Centre Activities where a Multi–unit Dwelling or Short Term Accommodation
Where in a Special Entertainment Precinct (Core or Buffer Area) and involving material change of use for a Caretakers Flat, Single Unit Dwelling or Centre Activities where a Hotel, Multi–unit Dwelling or Short Term Accommodation			
P26	Bedrooms and living rooms must be located, designed and constructed to protect occupants from existing or future amplified music noise that may arise from premises outside the building. The building must be designed to achieve a minimum reduction in sound pressure level between the exterior of the building and the bedroom or living room, of: • LL_{eqT} 25dB at 63 Hz where in Special Entertainment Precinct Core Area A or Buffer Area A • LL_{eqT} 20dB at 63 Hz where in Special Entertainment Precinct Core Area B or Buffer Area B • LL_{eqT} 18dB at 63 Hz for Short Term Accommodation where a backpackers hostel in a Special Entertainment Precinct Core Area or Buffer Area and constructed in accordance with that design	**A26**	No Acceptable Solutions is prescribed
P27	Where the use is located in the same building as, or the use has a wall within 5m of, Centre Activities where a Club, Hotel, Indoor Sport and Recreation, Nightclub or Restaurant, bedrooms and living rooms must be located, designed and constructed to protect occupants from amplified music noise being transmitted through a wall, floor or ceiling. The building must be designed to achieve an amplified music noise level of: • not greater than LL_{eqT} 43dB in any one–third octave band between and including 31.5Hz to 125Hz in a bedroom	**A27**	The use is not located in the same building as, and the use does not have a wall within 5m of, Centre Activities where a Club, Hotel, Indoor Sport and Recreation, Nightclub or Restaurant

Performance Criteria	Acceptable Solutions
• not greater than LL_{eqT} 45dB in any one–third octave band between and including 31.5Hz to 125Hz in a living room • not greater then LL_{eqT} 45dB in any one–third octave band between and including 31.5Hz to 125Hz in a bedroom or living room for Short Term Accommodation where a backpackers hostel and constructed in accordance with that design	

Table 1—Maximum Building Heights

Precinct/Location	Maximum building height (storeys)(1)(2)						
Site Frontage	<20m	20m or greater					
Site Area	<500m²	500m² – 999m²	1,000m² – 1,499m²	1,500m² – 1,999m²	2,000m² – 2,999m²	3,000m² – 5,000m²	>5,000m²
Gotha Street	4		6	15	20 (25 storeys fronting Brunswick Street)		
Valley Heart — outside the Special Context Area	4	10	12	15	25	30	
Valley Heart — within the Special Context Area	3	5	10	15	25	30	
Valley Gateway	4	10	12	15			20
Valley Gateway — where fronting Montpelier Road	4		8				
Light Street Hill — within the Character Residential Area	2						
Light Street Hill — within the Low–medium Density Residential Area	3						
Light Street Hill — within a Multi–purpose Centre	4		**5**				
James Street — within a Multi–purpose Centre	4		6		8 (12 storeys fronting Commercial Road)		
James Street — fronting Arthur Street or within the Low–medium Density Residential Area	3						
Water Street	4		6		8		

(1) Maximum building height is determined by the number of storeys, rather than metres

(2) The site must meet both the site area and street frontage criteria to achieve the maximum building height. Where the site area and street frontage criteria provide for different building heights, the lesser of the heights applies

Table 2—Maximum Podium Heights

Precinct/Context Area	Podium Height	Street Location
Valley Heart Precinct — outside Special Context Area	5 storeys	
Valley Heart Precinct — Valley Heart Special Context Area	3 storeys	• Brunswick Street between St Pauls Terrace and Wickham Street • North–western side of Wickham Street between Gipps Street and Brunswick Street • South–eastern side of Ann Street between Winn Street and Morgan Street • The block bounded by Wickham, Constance, Ann and Ballow Streets
	4 storeys	• The block bounded by Wickham, Duncan, Ann and Gipps Streets
	Aligns with the prevailing parapet level of heritage and character buildings	• All other areas
James Street Precinct(1)	3 storeys	• Within a Multi–purpose Centre
Valley Gateway Precinct	3 storeys	• Where adjoining or fronting the Light Street Hill Character Residential Area
	4 storeys	• All other areas
Light Street Precinct(1)	3 storeys	• Within a Multi–purpose Centre
Gotha Street Precinct	4 storeys	
Water Street Precinct	3 storeys	

(1) Podium heights are not applicable in Low–medium Density and Character Residential Areas

Table 3—Minimum Public Footpath Widths

Street Type	Subtropical Boulevard	Ladder Street	Subtropical Street	Connective Landscape Street	Urban Valley Street
New Minimum Public Footpath Width(1)	6m	6m	4.75m	3.75m	As existing
Maximum incursion of basement into footpath area (to be facilitated via a volumetric subdivision)	0m	0m	0.75m	0.5m	0m

(1) The width required to take the existing footpath to the new width will be calculated using the existing surveyed footpath width measured from the front of the kerb. Where changes in the kerb alignment occur as a result of buildouts, the measurement begins from an extension of the dominant kerb alignment, not the buildout

Table 4—Public Space Acceptable Solutions

Acceptable Solutions	Urban Commons	Small Scale Spaces	Cross Block Links
Creates a 24 hour publicly accessible space with equitable access	✓	✓	✓
Integrates or reconfigures any required service and access function of the space to maximise pedestrian amenity	✓	✓	✓
Incorporates crime prevention through environmental design principles to maximise safety(1)	✓	✓	✓
Incorporates a minimum corridor width of 6m, including a minimum unobstructed pavement width of 3m		✓	✓
Provides lighting and shelter		✓	✓
Bounded by active and pedestrian friendly edges		✓	✓
Provides secure infrastructure for temporal art installations, performance and display, including lighting, power and lockable storage facilities in accordance with the specifications of the *Centres Detail Design Manual*		✓	
Integrated with any adjoining cross block link	✓	✓	
Incorporates a minimum frontage to the street and minimum width throughout of 15m	✓		
A minimum 60% open to the sky	✓		
Provides shade trees, lighting, shelter and furniture, including informal seating areas	✓		
Bounded by active uses on the majority of its edges	✓		
May include areas dedicated to outdoor dining or similar, but retains a minimum of 75% of the area for informal public use	✓		
Provides secure infrastructure to promote events, including lockable storage and water and power facilities in accordance with the specifications of the *Centres Detail Design Manual*	✓		
Includes public art installations in accordance with the specifications of the *Centres Detail Design Manual*	✓		

✓ = Relevant Acceptable Solution

(1) Refer to the Crime Prevention Through Environmental Design Planning Scheme Policy

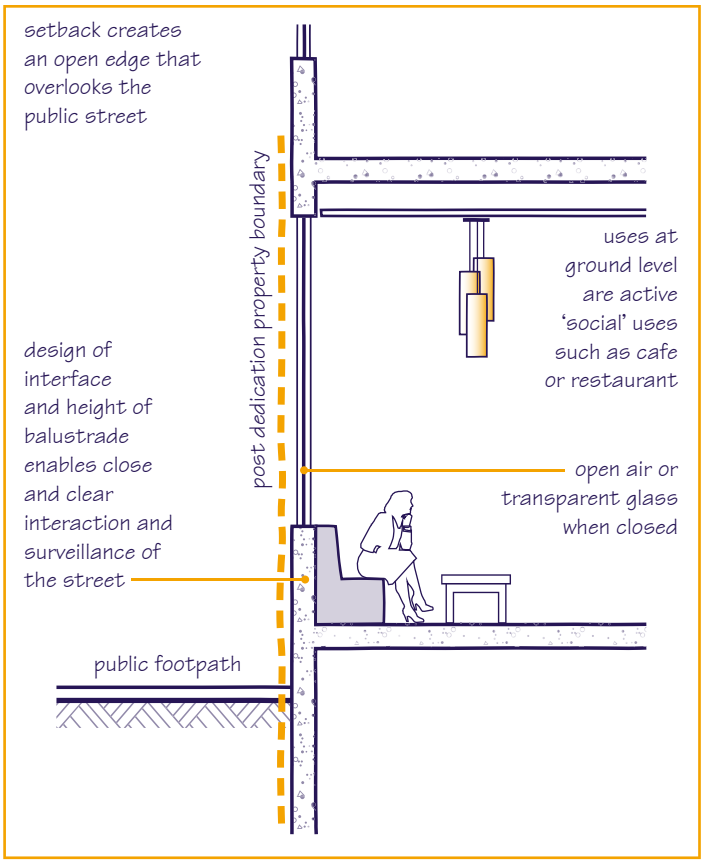


Figure a Outdoor room — hard landscape edge

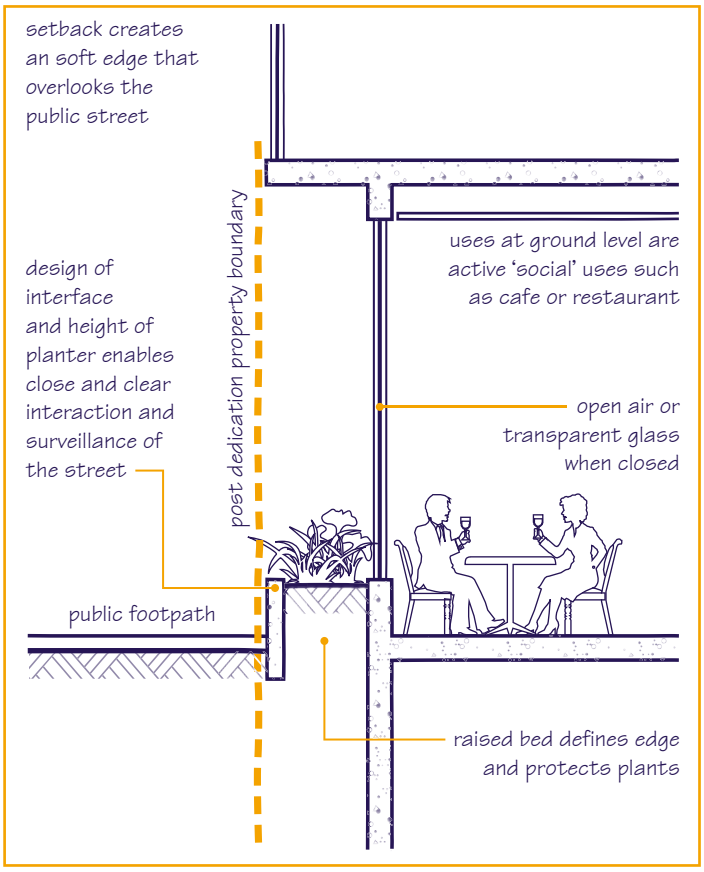


Figure b Outdoor room — soft landscape edge

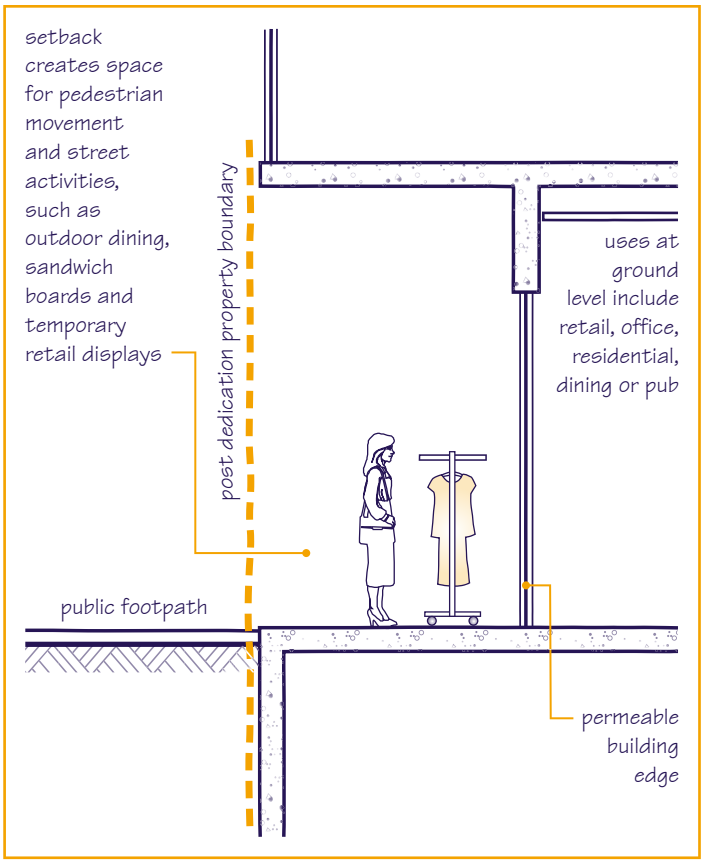


Figure c Hardstand and forecourt entry

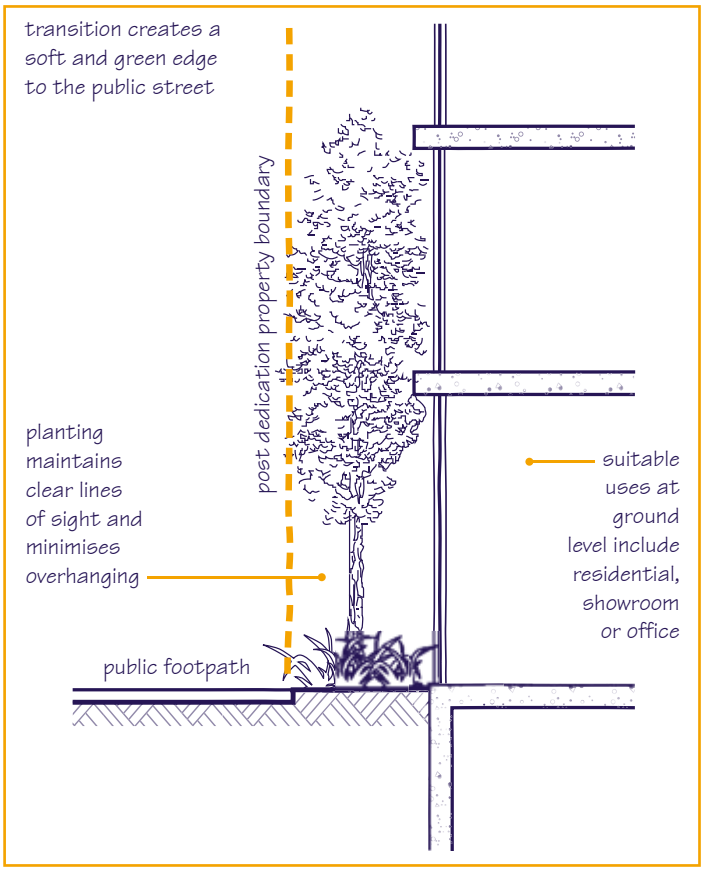


Figure d Landscape transition

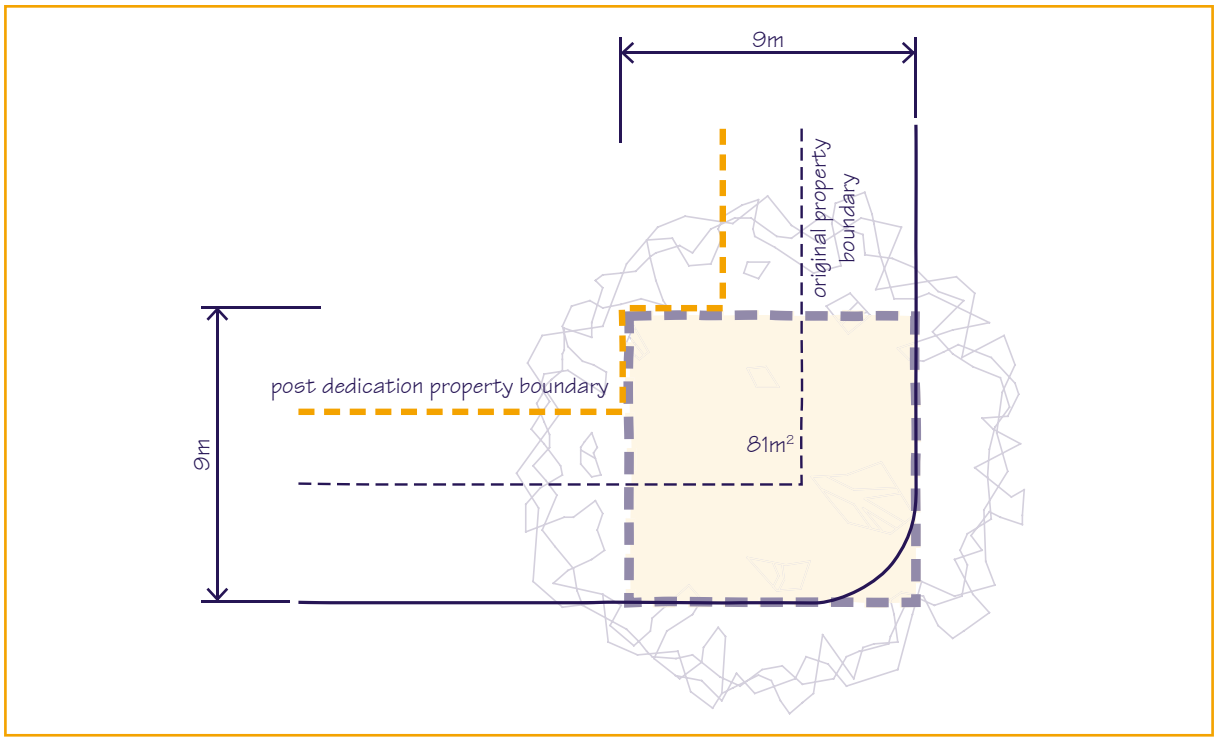


Figure e Inverted corner land dedication extent

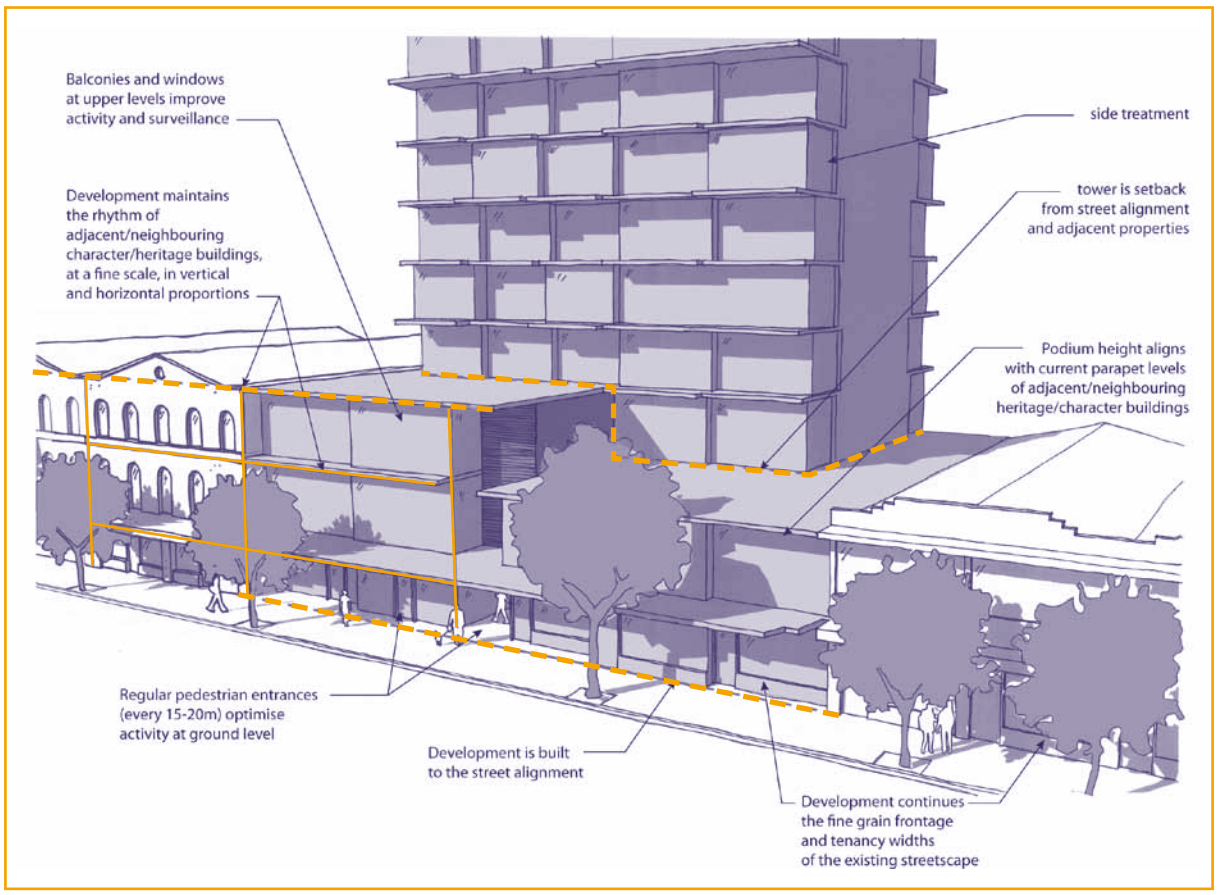
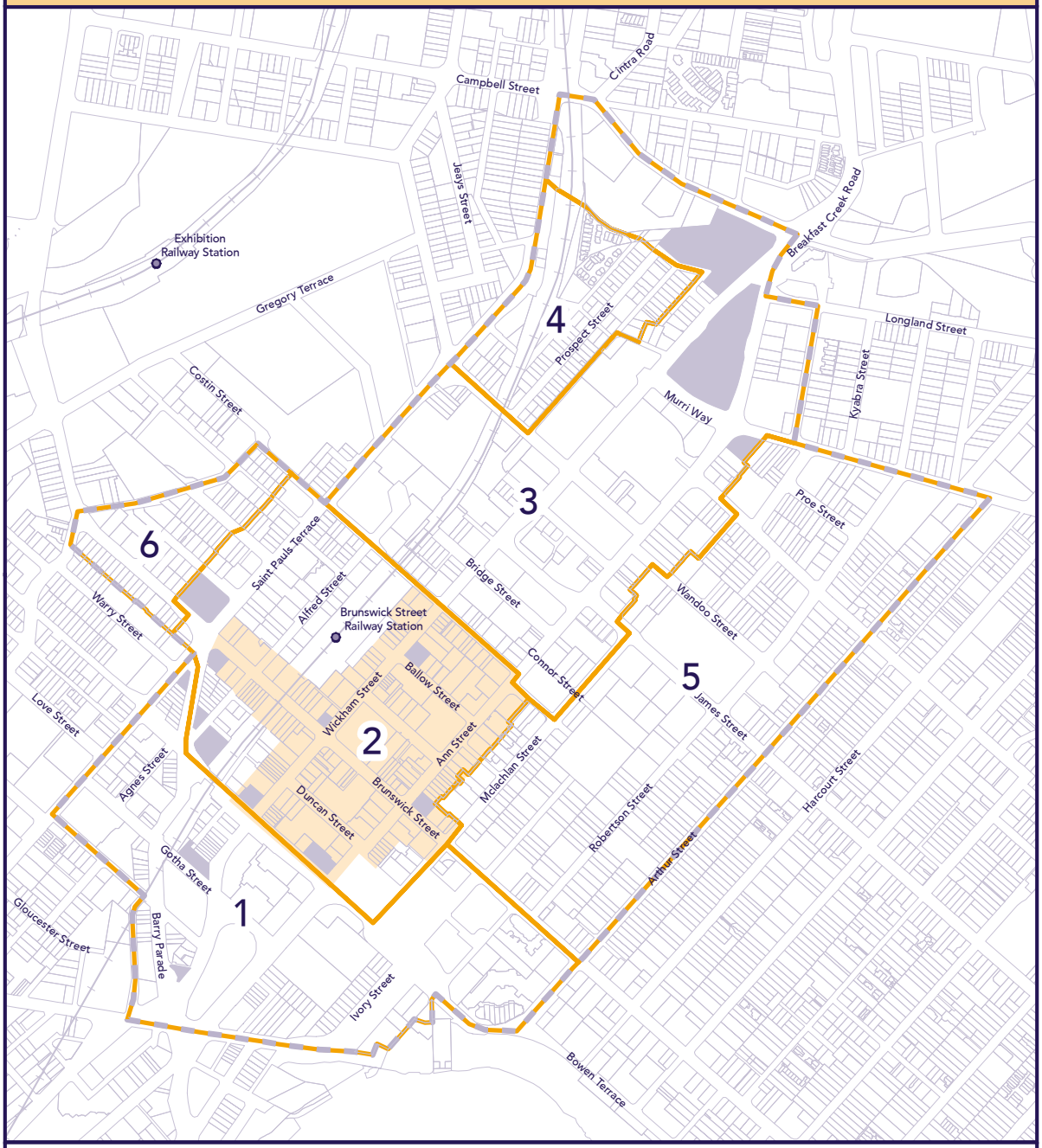


Figure f Fine–grain frontage

Map A: Precincts



Neighbourhood Plan boundary

Precinct boundary

Significant Corner Sites

Special Context Area

Precincts:

1 Gotha Street

2 Valley Heart

3 Valley Gateway

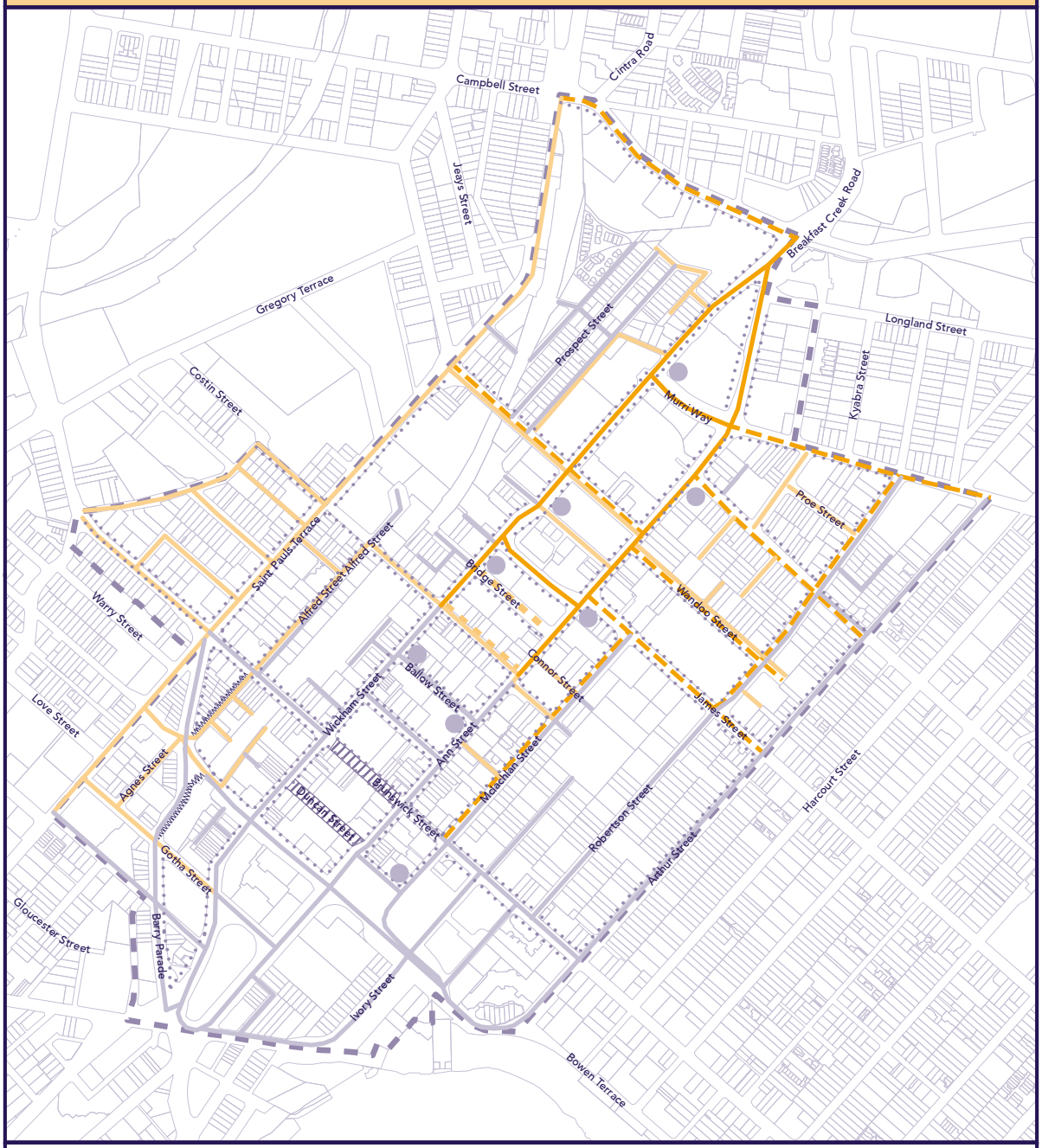
4 Light Street Hill

5 James Street

6 Water Street

N

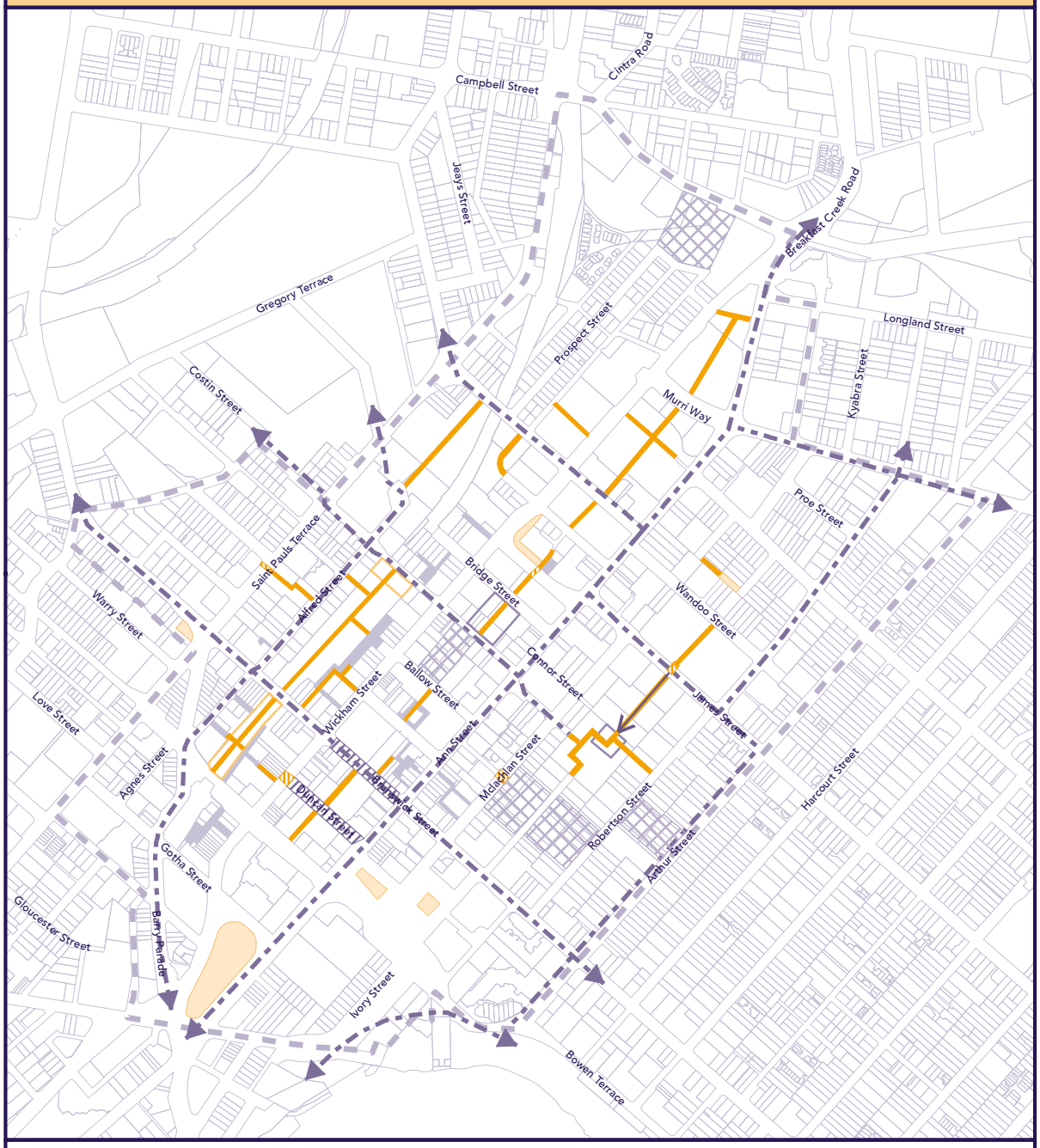
Map B: Streetscape Types



- Neighbourhood Plan boundary
- Awning_Cover
- Corner Land Dedications
- Urban Valley Street
- Subtropical Boulevard
- Subtropical Street
- Connective Landscape Street
- Ladder Street
- Footpath build-outs
- Valley Malls

N

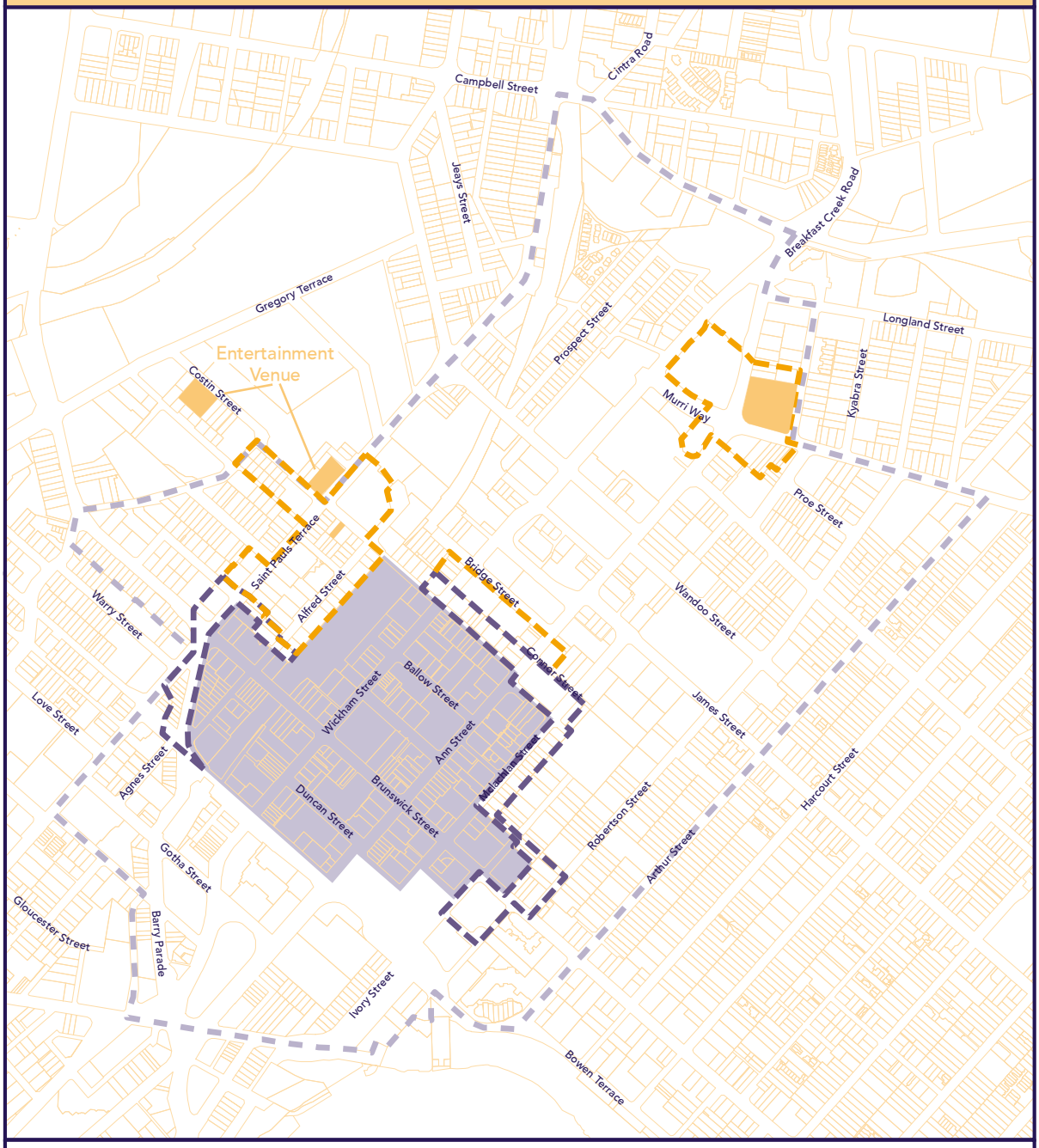
Map C: Open Space



- Neighbourhood Plan boundary
- Urban Common
- Street Crossing
- New Railway Capping
- Existing Public Open Space
- Mall
- Small Scale Space
- Cross Block Link Zone
- Cross Block Links
- Inter Suburban Connection
- View to St. Patricks Church

N

Map D: Special Entertainment Precincts



Neighbourhood Plan boundary

SEP Core Area A

SEP Core Area B

SEP Buffer Area A

SEP Buffer Area B

N

The next page is page 67

THE SIGNING PAGE

SELLER

SIGNED for and on behalf of The MWW Investment No.1 Pty Ltd ACN 163 791 035 Trustee under Instrument 715263823 in accordance with section 127 of the *Corporations Act 2001 (Cth)*: }
}
}

……✍
Director or Sole Director/ Sole Secretary

……..✍
Director/Secretary

……✍
Print Name

……..✍
Print Name

BUYER [*if Buyers are individuals*]

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

SIGNED SEALED AND DELIVERED by the Buyer in the presence of: }
}

……..✍
Signature of Witness

……..✍
Signature of Buyer

SIGNED SEALED AND DELIVERED by the Buyer in the presence of: }
}

……..✍
Signature of Witness

……..✍
Signature of Buyer

SIGNED SEALED AND DELIVERED by the Buyer in the presence of: }
}

……..✍
Signature of Witness

……..✍
Signature of Buyer

SIGNED SEALED AND DELIVERED by the Buyer in the presence of: }
}

……..✍
Signature of Witness

……..✍
Signature of Buyer

BUYER [*If Buyers are Companies*]

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

SIGNED for and on behalf of…… }
}
…… }

in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

……..
Director/Secretary

……
Director or Sole Director/ Sole Secretary

……..
Print Name

……
Print Name

BUYER [*If Buyers are Trusts*]

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

SIGNED for and on behalf of…….. }
}
…….. }

as trustee for the……..…… Trust in accordance with section 127 of the *Corporations Act 2001 (Cth):*

……..
Director/Secretary

……
Director or Sole Director/ Sole Secretary

……..
Print Name

……
Print Names

SIGNED SEALED AND DELIVERED by…… }
}
……

as trustee for the…….Trust in the presence of:

……..
Signature of Buyer

……..
Signature of Witness

GUARANTORS

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

SIGNED SEALED AND DELIVERED by …….. }
in the presence of: }

…….. ✍
Signature of Witness

…….. ✍
Signature of Guarantor

SIGNED SEALED AND DELIVERED by…… }
in the presence of: }

…….. ✍
Signature of Witness

…….. ✍
Signature of Guarantor

STAKEHOLDER – The Stakeholder has received the part of the Deposit payable when the Buyer signs this Contract.

…….. ✍
Signature for and on behalf of the Stakeholder