

**PLANS AND DOCUMENTS
referred to in the PDA
DEVELOPMENT APPROVAL**

Approval no: DEV2025/1640

Date: 25/09/2025



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Economic and Development Queensland

By Email

Dear Sir/Madam

Nirimba by Vantage

Property: Lot 8014 Park Avenue, Nirimba Qld 4551

We act for Nirimba by Vantage Pty Ltd. Our client has entered into a contract to purchase Lot 8014 Park Avenue, Nirimba, Queensland from Stockland Development Pty Ltd.

Our client intends to construct a community title scheme on the property comprising 24 vacant residential lots in one stage, generally in accordance with the **attached** Plan of Development.

It is proposed that construction of a dwelling on each lot will commence after the plan is lodged for registration to create a separate title to each lot.

Sale Contract conditions

It is proposed that the sale contract for each lot in the Scheme will be subject to and conditional upon the buyer entering into a building contract with our clients nominated builder (Vantage Holdings Australia Pty Ltd) which must become unconditional as to finance or any other conditions which benefit the buyer within 30 days.

Special Condition 2 requires the buyer to commence construction works on the lot within 6 months of settlement date and complete construction of a dwelling on a lot within 24 months of the settlement date.

In the event that the buyer cannot comply with the above conditions, special condition 3 provides that our client can, should it choose to, elect to buy back the lot and any improvements constructed thereon for current market value.

A copy of special conditions 1, 2 and 3 of the proposed sale contract is **attached**.

Community Management Statement

Furthermore, we **attach** a copy of the proposed Community Management Statement for the Scheme. We refer you to proposed by-law 28 which requires the owner or occupier of a lot to at all times comply with the Design Essentials and not commence construction of a dwelling or any other improvement on the lot without obtaining approval of our client (noting that entering into the building contract with our client's nominated builder is deemed to be approved).

The Design Essentials are the same as the Design Essentials included in our clients purchase contract with Stockland Development Pty Ltd.

Also, Schedule D of the Community Management Statement also includes requirements for all owners and occupiers in the Scheme to comply with the Design Essentials.

If you propose any other mandated conditions to be included in the Community Management Statement by-laws, then these can be inserted in by-law 32.

Please advise if you require anything further to be included in the sale contract or the community management statement.

Yours faithfully

THOMPSON McNICHOL



Paul McHugh
Partner

Proposed Special Conditions to Sale Contract

1. House and Land Package

- 1.1 In this special condition:
- (a) **"Building Contract"** means a binding and enforceable building contract between the Buyer and the Nominated Builder for the construction of the Dwelling on terms acceptable to the Seller.
 - (b) **"Building Contract Date"** means the date which is 14 days from the Contract date.
 - (c) **"Building Contract Deposit"** means the deposit payable under the Building Contract.
 - (d) **"Dwelling"** means a single residential dwelling to be constructed on the Lot.
 - (e) **"Nominated Builder"** mean Vantage Holdings Australia Pty Ltd or such other builder nominated by the Seller.
- 1.2 This Contract is subject to and conditional on the following:
- (a) the Buyer entering into the Building Contract and paying the Building Contract Deposit (if any) on or before the Building Contract Date;
 - (b) the Building Contract becoming unconditional (as to finance or other conditions which benefit the Buyer) within 30 days of the date of the Building Contract,
- ("Building Contract Conditions")**
- 1.3 If the Building Contract is conditional on the Buyer providing evidence of ownership of the Lot to either the Nominated Builder or financier/lender or both then the Buyer authorises the Seller to provide evidence to such party that settlement of the Lot has occurred.
- 1.4 The Buyer must use its best endeavours to satisfy the Building Contract Conditions and give notice to the Seller when the conditions have been satisfied.
- 1.5 If the Building Contract Conditions are not satisfied by the above dates, then the Seller may terminate this Contract by written notice to the Buyer and the Deposit shall be refunded to the Buyer.
- 1.6 The Buyer must not appoint any builder other than the Nominated Builder to construct a Dwelling on the Lot at any time.
- 1.7 If the Buyer disposes of the Lot before the Dwelling has been fully constructed on the Lot, the Buyer must obtain from the transferee, before the transfer is completed, an agreement, on terms satisfactory to the Seller in its absolute discretion, with the Nominated Builder to complete the Dwelling on the Lot.
- 1.8 This special condition is inserted for the benefit of the Seller and may be waived by the Seller.
- 1.9 The Buyer grants the Nominated Builder an irrevocable authority to provide the Seller with any information regarding the Building Contract that the Seller may reasonably require until the Settlement Date.

2. Timing of Construction

- 2.1 The Buyer must:
- (a) Commence construction works on the Lot on or before the date which is 6 months from the Settlement Date;
 - (b) After commencement of construction, not allow a period of more than 3 months to elapse without substantial construction being carried out; and
 - (c) Complete construction of a dwelling on the Lot on or before the date which is 24 months from the Settlement Date.

3. Buy Back Contract

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- 3.1 In this Special Condition, "Buy Back Contract" means a contract whereby the Buyer sells the Lot (and any improvements) back to the Seller in the form which is usually used for the transfer of residential land in Queensland at the time of sale containing the following particulars:
- (a) Purchase Price – the current market value of the Lot (including any improvements) as agreed, or failing agreement within 7 days, as determined by a valuer agreed upon, or failing agreement within 7 days, then by a valuer appointed by the President of the Australian Property Institute. The valuer's costs must be borne by the Buyer under this contract;
 - (b) Deposit: nil;
 - (c) Transfer Duty: payable by the Buyer under this contract (may be set off against the purchase price);
 - (d) Settlement Date – 60 days after signing of the contract by the Seller as Buyer.
- 3.2 The Seller may require the Buyer to enter into the Buy Back Contract if the Buyer does not comply with special conditions 1 or 2.
- 3.3 The Buyer may exercise its rights under the above special condition by delivering to the Buyer the Buy Back Contract in duplicate signed by the Seller as buyer. The Seller may only exercise its rights under this special condition for a period of 5 years from the Settlement Date.
- 3.4 The Buyer must sign the Buy Back Contract as seller and return one (1) copy to the Seller within seven (7) days of the Seller sending it to the Buyer.
- 3.5 Each party must complete its obligations under the Buy Back Contract.