

ANNEXURE "A"



SPECIAL CONDITIONS ON THE CONTRACT TO PURCHASE

1. SETTLEMENT

The settlement date shall be:

1.1 If the land is not a lot at the date of Contract, 14 days from the date at which the Seller notifies the Buyer that a Certificate of Title to the land as a separate lot has issued. This clause deletes Condition 13.9 of the General Conditions of the Sale of Land

2. CAVEAT

The Buyer shall not register a caveat against the Land or the Property sold. The Buyer hereby irrevocably appoints each Director of the Seller as the Buyer's attorney in the Buyer's name, to execute and lodge at the Titles Office, a withdrawal of any caveat lodged by the Buyer over the Land or the Property sold, at the Buyer's expense.

3. MINOR VARIATIONS

3.1 The Buyer shall not be entitled to rescind this contract, or claim compensation if the area or configuration of the Property sold differs in any immaterial respect from the Plan or should the Western Australian Planning Commission ("WAPC") and/or the City of Canning and/or any other Authority having jurisdiction over same, impose any restriction, condition, requirement or limitation relating to the use of or development of the Property sold as a condition of approval for the subdivision referred to herein.

3.2 For the purposes of this clause any variation to the area or any other dimension of the Property as shown on the plan of not more than FIVE PER CENTUM (5%) shall be deemed to be immaterial.

4. NO WARRANTY

4.1 The Buyer acknowledges that the Buyer has satisfied himself as to the state, condition, value, quality, suitability and zoning of the Property sold and the use to which the Property sold may be put. The buyer has not entered into this contract in reliance on any statement, warranty, condition or representation made to the Buyer by the Seller, or any agent or representative of the Seller.

4.2 The land is sold at the Purchase Price on an "as is where is" basis together with all the substances that may exist on, under or within the land as at the Contract Date whether or not those substances or any one of them happens to be at a quantity which might present risk to human health, the environment or any environmental value and the Buyer accepts the land as it comprises in all its substances and waives all claim against the Seller to vary the quantity of those substances whether before or after settlement.

5. RESTRICTIVE COVENANTS

The covenants are to be consistent with those covenants included hereto as Annexure B but may be supplemented or amended:

- 5.1 To accord with any reasonable condition imposed upon approval of the proposed lot by the WAPC that might require a covenant.
- 5.2 As the Sellers solicitor might reasonably require to enable registration at Landgate

6. EASEMENTS, NOTIFICATIONS OR MEMORIALS

The Buyer acknowledges and agrees that prior to the Settlement Date the property may be encumbered by an Easement, Section 70A Notification or Memorial as required by the WAPC and/or the City of Canning and/or all other persons and bodies having jurisdiction over the same as a condition of approval for the subdivision of the Land in or substantially in accordance with the Plan and that the same may not be shown on the Plan as at the date of this Contract.

7. FENCES

- 7.1 The Seller intends to provide (at the Seller's expense, subject to Council approval) an 1800mm high Colorbond fence, Colour MERINO, to the East and South boundary of Stage 1 Q Central. This fencing, as outlined, will be subject to Council approval and any variations that may be imposed during this approval process.
- 7.2 Except as provided in this condition or elsewhere in this contract, the Seller shall be under no liability whatsoever to contribute any cost towards the supply of or maintenance to any fence in the future.

8. GST

8.1 In this Clause:

- (a) The term "GST" means any goods and services tax imposed under *A New Tax System (Goods and Services Tax) Act 1999* ("The GST Act") and its transitional and amending acts and regulations which is or may be levied or assessed or becomes payable in respect of any payment obligation, outgoings or in connection with the supply of the Property or any goods, services, facilities or other things by the Seller to the Buyer under this Contract or other agreement.
- (b) "Margin Scheme" means the method of determining the amount of GST payable which is detailed in Division 75 of the GST Act.

8.2 The Seller represents and warrants that the Seller is not registered, nor is required to be registered under the GST Act.

8.3 In the event that GST is subsequently determined to be payable on the sale transaction, then in calculating the amount of any GST payable on the Purchase Price, the Seller has applied the Margin Scheme and the Seller and the Buyer have agreed to the application of the Margin Scheme. In these circumstances, the Seller and the Buyer have entered into this agreement on the basis that the Purchase Price is inclusive of any GST applicable to the sale transaction.

8.4 Conditions 18.1, 18.2 and 18.3 of the General Conditions are deleted.

9. SURVEY

The Seller is under no obligation to the Buyer to secure the positioning of the survey pegs or to reinstate the survey pegs on the land either before or after Settlement.

10. REQUISITION

The land is registered under the Transfer of Land Act 1893 (as amended). The Buyer is not entitled to deliver any requisition on or objection to the title of the Seller to the land and the Buyer hereby waives its right to do so.

11. FINANCE APPROVAL

The following special provisions relating to Condition 1 (relating to a Finance Approval having to be obtained) shall apply and Condition 1 shall be varied accordingly:

(a) For the purposes of Condition 1

(i) An "Approval Notice" means a Notice in writing given by the Buyer to the Seller or the Seller Agent that a Finance Approval has been obtained, whether the Finance Approval be subject to conditions or not and must include a copy of the finance approval or offer to lend obtained from the Lender upon which the Buyer relies in order to issue the Approval Notice and the copy of the Finance Approval or offer to lend must state the value of loan amount proposed to be advanced by the Lender.

(ii) A "Non Approval Notice" means a Notice in writing given by the Buyer to the Seller or the Seller Agent to the effect a Finance Approval has not been obtained and must include a copy of a bone fide rejection by the Lender of the Finance Application upon which the Buyer relies in order to issue the Non Approval Notice.

(b) If the Finance Approval or offer to lend relied upon by a Buyer to issue an Approval Notice is subject to any term or condition whatsoever ("the conditional approval") then the Seller may at its discretion deem the conditional approval to be insufficient to satisfy the Buyer's obligations under Condition 1 of the Contract and the Seller may by notice in writing to the Buyer terminate the Contract or require the Buyer waive Condition 1 of the Contract (relating to a Finance Approval having to be obtained) in writing and if the Buyer fails to waive Condition 1 of the Contract in writing on or before the expiration of 10 business days from the date at which the Seller notifies the Buyer that the conditional finance approval is insufficient to satisfy Condition 1 then a finance approval shall be deemed to have been refused and this Contract shall come to an end without further notice having to be issued by either party to the other and all deposit monies shall be repaid to the Buyer.

(c) If there be any conflict between this Clause and Condition 1 then the provisions of this Clause 11 shall prevail.

12. POWER

Notwithstanding that the Seller, as part of the activities required by the WAPC to be undertaken to complete the subdivision of the land from which the land the subject of this Contract was subdivided, will pay to Western Power a fee to secure the supply of underground power components, the Buyer acknowledges that the actual installation and energisation of the underground power components may be completed after the Settlement Date and in consideration of the Seller having paid Western Power and endeavouring to have the underground power installed as soon as the Seller can cause the same to be installed and energized, the Buyer agrees:

(a) to proceed to settlement notwithstanding that the installation and energisation of the underground power components may not be completed as at the Settlement Date; and

(b) that the Buyer waives all claims against the Seller for any costs that may arise against the Buyer for the underground power having been installed and energized after settlement is effected.

ANNEXURE "B"

LOT _____

**Q CENTRAL
GEORGE STREET
QUEENS PARK**

OUTLINE OF RESTRICTIVE COVENANTS

1. The Transferee shall not erect or cause to be erected upon the Property:
 - (i) any single dwelling other than the house designed for the specific Lot, the subject of this contract.
 - (ii) any retaining walls on any Lot boundary;
 - (iii) any clothes line, rubbish disposal container, or compost tumbler unscreened from the Street;
 - (iv) any shed or garden shed constructed of any material varying from that of the residence;
 - (v) any fence, shed, garage, carport, or other structure of any material other than new materials,
 - (vi) any driveway and crossover that is not brick paved; or
 - (vii) a water tank, solar water system, air conditioner or evaporative cooler that is erected on any part of the residence roof facing the street or which is installed above the roof ridge line.
2. The Buyer must not carry out or permit to be carried out on the Property any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle.
3. No dividing fences forward of the front setback building line are permitted to be erected by the Buyer in any material, except if that fence forms part of a front courtyard and is constructed of the same bricks as the residence.
4. The transferee shall NOT occupy any dwelling on the land UNLESS the Transferee has first caused to be installed curtains visible from all rooms visible from the street.
5. Where retaining walls or fences have been erected on any of the boundaries of the Lot, the Buyer of a Lot shall NOT alter or remove any of the retaining walls or fences, NOT allow or permit the retaining walls or fences to fall into a state of disrepair, and NOT repair or renew such existing retaining walls or fences except in the same style and colour as the existing retaining walls and fences.
6. The Buyer shall not erect or cause to be erected upon the Property a "For Sale" sign until 12 months after the Practical Completion of the construction upon the Property (providing that this restriction shall not prevent the Buyer from selling or otherwise disposing of the Property). If the Buyer does erect such a sign then the Buyer grants the Seller or its agent access to the property for the purpose of removal of the sign. The Buyer hereby agrees to pay the Seller for any costs of removal of the sign from the Property.
7. The Buyer shall NOT display any business or advertising signs in any window or on any part of the exterior of a residence constructed on the Property.
8. The Buyer of a Lot from time to time will NOT make an application to any Court, the Registrar of Titles or Landgate for the partial or whole modification, removal or extinguishments of the Covenants except with the prior written consent of all the Buyers of the other Lots.
9. The restrictive covenants set out in clauses 1 to 9 hereof shall operate for the benefit of every lot in Q Central (being eventual lots located within original land holding known as Lot 84 Mallard Way, Cannington) and are fully enforceable by any of the Registered Proprietors of Q Central against any other Registered Proprietors of Q Central until 1st July 2016 when such restrictive covenants will cease to have any further effect.

ANNEXURE "C"



ANNEXURE "D"

LOT _____

Q CENTRAL GEORGE STREET QUEENS PARK

BUILDING AND DESIGN GUIDELINES

Building on the Property is to be in accordance with the design guidelines of the City of Canning complying with relevant zoning as mandated by the City.:

1. SITE WORKS

As noted in Annexure B it is intended that that dwelling shall be designed to minimise earthworks on site and shall only incorporate cut and fill of existing ground level. If fill is required then a brick build up to retain the fill within the perimeter walls of the house is to be provided.

2. RETAINING WALLS

As referred to in Annexure B, no retaining wall to lot boundaries are permitted thus allowing the Colorbond dividing fencing to be installed at existing natural ground level.

3. BUILDING DESIGN

3.1 Concrete footings and slab to be in accordance with structural engineer's detail;

3.2 External walls to be cavity brick construction;

3.3 Roof design to have minimum 25° traditional roof pitch with roof cover being either clay tiles or corrugated metal, strictly no zincalume or white metal, complying with the requirements of the City of Canning;

3.4 The Seller reserves the right and MUST approve the design concept and front elevation style of each home prior to lodging of application for a building license with the City of Canning.

4. FRONT COURTYARDS

4.1 Screen walls creating a courtyard within the front setback shall be constructed of brick on a concrete footing finished as either face brickwork or cement rendered and painted to match the wall finish of the house; and

4.2 Should a dwelling be on a corner lot, then screen walls and fencing fronting the secondary street frontage shall be the same as the screen walls fronting the primary street frontage.

5. FENCING

Fencing of the side and rear lot boundaries shall be in Colorbond metal to a height of 1800mm and provided by the Seller at the cost of the Seller. No side fencing shall be forward of the front building setback line of the house.

6. LANDSCAPING AND RETICULATION

Landscaping and reticulation shall be completed by the Buyer, between the front building line and the road kerbline, including the verge of the secondary street where applicable for corner lots. The pursuit of water-wise gardens is encouraged. Following written application by the Buyer to the Seller, **the Seller will provide a rebate to the Buyer of \$2,000.00 upon the completion, satisfactory to the Seller, of landscaping and reticulation undertaken by the Buyer within one (1) month of the practical completion of the house.** The landscaping and reticulation should be undertaken pursuant to Seller's landscaping and reticulation guidelines, which are available on request.

ANNEXURE "E"

LOT _____

**Q CENTRAL
GEORGE STREET
EAST CANNINGTON**

SELLER AND BUYER(S) CONSENT

The Buyer(s) acknowledge(s) that Annexures "A" to "E" inclusive, form part of this Contract of Sale for this Lot within Q Central, George Street, Queens Park.

The Buyer(s) agree(s) to abide by the Outline of Restrictive Covenants that will be formalised and registered on each Certificate of Title prior to the settlement.

The Buyer(s) shall NOT assign, transfer or otherwise dispose of their interest in this Contract without the prior written consent of the Seller. Should the Buyer(s) seek to transfer this Lot prior to constructing a Dwelling and with the Seller's consent, then the Buyer(s) acknowledge(s) that these Conditions and Restrictive Covenants still apply and need to form part of any subsequent Contract of Sale/Transfer.

SIGNED BY THE BUYER(S)

BUYER: _____ WITNESS: _____ DATE: _____

BUYER: _____ WITNESS: _____ DATE: _____

SIGNED BY THE SELLER

SELLER: _____ WITNESS: _____ DATE: _____

LUCIA MARY DELLA-VEDOVA