

ANNEXURE A

Referred to in the Contract For Sale of Land by Offer and Acceptance

made between _____
as Buyer

and **Ardross Estates Pty Ltd** ACN 008 683 887 as Seller

for Lot _____, **Jurien Bay**

GENERAL CONDITIONS

1. The Buyer acknowledges that in addition to the restrictive covenants set out in Condition **15** of this Annexure A (**Restrictive Covenants**), the Property is sold subject to:

- (a) the provisions of the relevant Shire of Dandaragan Local Planning Scheme (**TPS**), which is currently LPS No 7 (**Scheme**), in general and the provisions of the Scheme which relate to the Property in particular, including, but not limited, to Appendix 12 of the Shire of Dandaragan Local Planning Scheme No. 7 (**Specific Scheme Provisions**);
- (b) the Turquoise Coast Development, Jurien Bay, Development Plan 3 adopted by the West Australian Planning Commission on 10 November 2009 and adopted by the Shire of Dandaragan on 12 November 2009 (**DP3**); and
- (c) the Design Guidelines, a copy which is annexed to this Contract (**Design Guidelines**).

The Buyer acknowledges having received a copy of an extract of certain of the Specific Scheme Provisions that apply to the Property and which form a part of this Annexure A and must satisfy themselves that the Specific Scheme Provisions are acceptable to it.

2. The Buyer must forward to the Seller for its written approval, two sets of true copies of its final plans and specifications for the construction of any residence, buildings, outbuildings and other structures (including but not limited to fencing, swimming pools, pergolas, patios, paving, sheds) on the Property prior to making application to the Shire of Dandaragan (**Shire**) for a building licence.

The Seller will not withhold its consent or require any amendments to such plans and specifications if they comply with the Conditions contained in this Annexure A, DP3, the Design Guidelines, the Scheme and the Restrictive Covenants.

The Seller undertakes to respond, in writing, to any complete submission made by the Buyer under this Condition, within 10 Business Days of receipt of the same.

The Buyer must comply with all reasonable requests by the Seller for the purposes of ensuring that the plans and specifications comply with the Conditions contained in this Annexure A, DP3, the Design Guidelines, the Scheme and the Restrictive Covenants.

Nothing contained in this Condition affects the Buyer's obligation to comply with the provisions of the Scheme and to seek the appropriate licences and approvals from the Shire and other relevant authorities for the construction of the residence and any outbuildings, structures and landscaping on the Property.

3. The Seller reserves the right to install street trees in the verge adjacent to the Property as part of the overall streetscape enhancement of the Estate, as agreed to by the Shire of Dandaragan.

Seller's initials: _____

Buyer's initials: _____

The Buyer must at all times, and within a reasonable period of time, replace any damaged trees, reticulation, piping and sprinklers installed by the Seller contained in any verge adjacent to the Property which are damaged by the Buyer, its agents, employees and contractors at any time after the Contract Date.

In the event that the Buyer fails to carry out such repairs within 14 days from the date on which the Seller serves notice in writing on the Buyer to do so, the Seller (without being obliged to do so), is entitled to enter into and upon the Property with its agents, employees and contractors to carry out the repairs which in its absolute discretion, the Seller considers necessary to comply with the above obligations of the Buyer.

The costs of any repairs carried out by the Seller pursuant to its rights under this Condition will be payable by the Buyer to the Seller upon demand.

4. The Buyer must complete the construction of a driveway with a crossover, in strict compliance with the Restrictive Covenants and other relevant provisions of this Contract, prior to the Buyer taking occupation of any residence constructed on the Property.
5. The Buyer acknowledges that until the Seller has signed this Contract, it is not obliged to accept the Buyer's offer for the purchase of the Property and may in its absolute discretion, accept any other offer for the Property, whether prior in time to the Buyer's offer or not, and on such terms and conditions as it sees fit.
6. It is agreed by the Buyer and Seller that:
 - (a) clause 6.1 in the 2009 General Conditions is deleted; and
 - (b) the definition of "Possession Date" in Condition 26.1 of the 2009 General Conditions is deleted and the following substituted in its place: .

"Possession Date" means the later of:

- (i) the Contract Date;
- (ii) the date the Contract ceases to be conditional upon the approval of finance;
and
- (iii) the date on which the plan of survey is marked "In Order for Dealing".

Outgoings shall be adjusted as at the Possession Date.

7. Condition 16 of the 2009 General Conditions is hereby deleted from this Contract and the following is substituted in lieu of it:

"16. The Buyer is not entitled to deliver any requisition on or objection to the title of the Seller and hereby unconditionally waives the right to do so."
8. The Seller has elected to use the Margin Scheme to comply with the GST Legislation. GST is included in the Purchase Price and the Buyer acknowledges that it will not be able to claim an input tax credit on the purchase of the Property.
9. In this Condition the term "Seller's Legal Practitioners" means and includes the firm nominated below and any other Legal Practitioners appointed by the Seller from time to time in place of them.

Seller's initials: _____

Buyer's initials: _____

The Seller and the Buyer agree that the Deposit and any other monies payable to the Seller prior to Settlement shall be paid to the Seller's Legal Practitioners to be held by the Seller's Legal Practitioners on the terms set out in this Condition.

The Buyer authorises and directs the Seller's Legal Practitioners to pay the Deposit and any other monies held by the Seller's Solicitors to such party as the Seller directs the Seller's Legal Practitioners in writing so to do upon written confirmation from the Seller to the Seller's Legal Practitioners that all Mortgages over the Property have been discharged.

The Buyer further authorises and directs the Seller's Legal Practitioners to pay the Deposit and any other monies held by the Seller's Legal Practitioners pending Settlement to any other legal practice and settlement agency nominated by the Seller by notice in writing to the Buyer and the Seller's Legal Practitioners and that the Seller's written request to the Seller's Legal Practitioners to transfer the Deposit and any other monies payable to the Seller prior to the Settlement held in the Seller's Legal Practitioners Trust Account to another firm pursuant to such notice may be relied upon by the Seller's Legal Practitioners as authority from the Buyer to do so without the necessity of either firm having to obtain any further written authority from the Seller or the Buyer.

The Seller's Legal Practitioners are entitled to rely on this written confirmation of the Seller in full and final satisfaction of the obligations of the Seller's Legal Practitioners to deal with the Deposit on behalf of the Buyer but if the Contract is terminated due to the default of the Seller, the Seller's Legal Practitioners are hereby authorised by the Seller to repay the Deposit to the Buyer.

The Nominated Seller's Legal Practitioners are **Freehills**

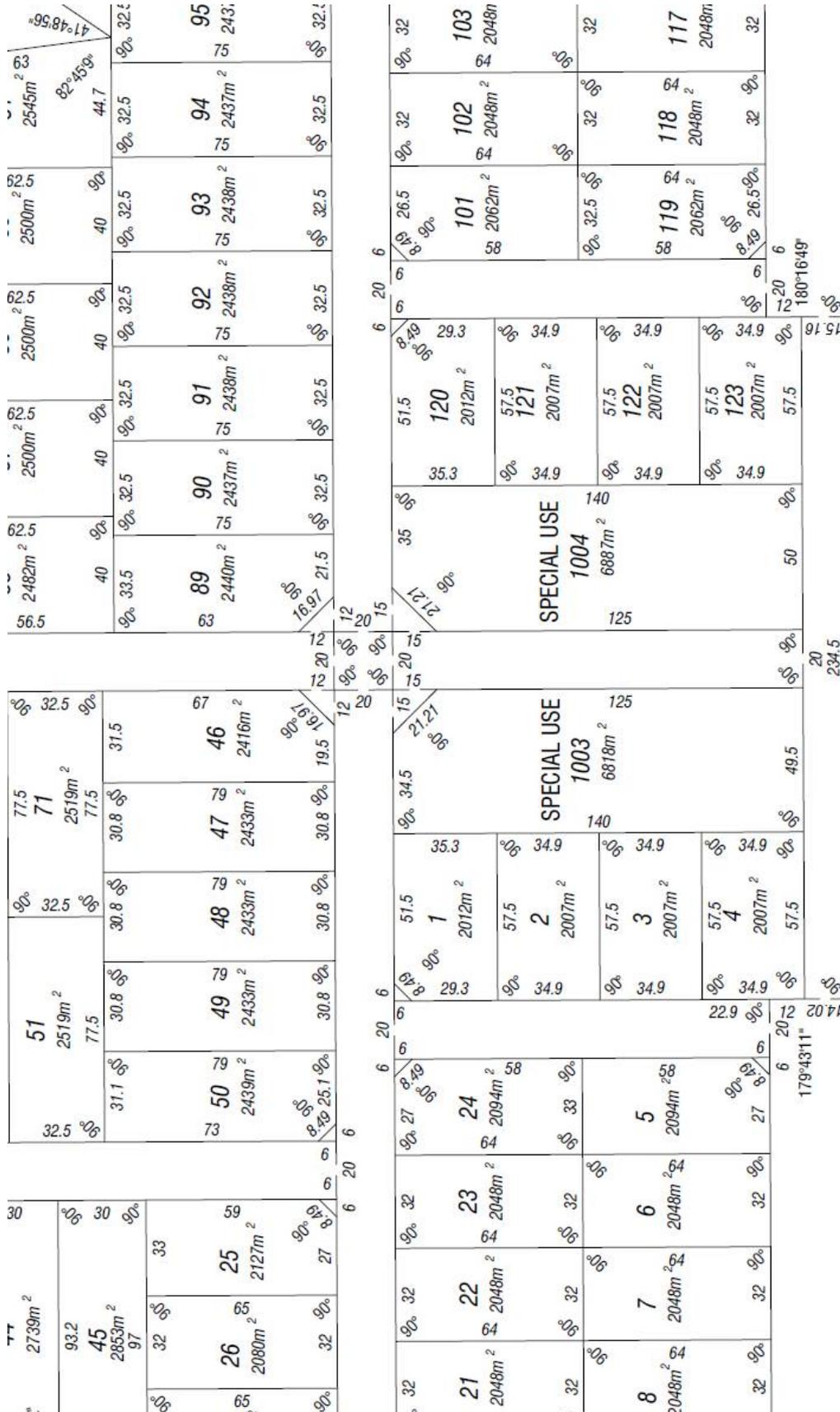
The provisions of clause 1.2 of the 2009 General Conditions do not apply to this Contract.

10. The Parties confirm that the provisions of this Annexure A will survive Settlement and continue to be binding on and for the benefit of the Parties as the context of this Annexure A so admits or requires.
11. If any part of this Contract is, or becomes void or unenforceable, that part is or will be severed from this Contract to the extent that all parts that are not, or do not become void or unenforceable, remain in full force and effect and are unaffected by that severance.

Seller's initials: _____

Buyer's initials: _____

Plan



BASHFORD STREET

Seller's initials: _____

Buyer's initials: _____

SPECIAL CONDITIONS

PRE-SELLING PROVISIONS RELATING TO THE SUBDIVISION

12. If as at the Contract Date, the subdivision of the Original Land has not been completed and the proposed lot to be purchased hereunder is not yet a lot as defined in the Planning and Development Act 2005 (as amended), the following provisions apply:
- (a)
- (i) The Buyer acknowledges that the final boundary dimensions and area of the Property are subject to a Subdivision Plan and whilst the Seller intends that those final boundary dimensions and area should be as similar as possible to those shown on the Plan attached to this Contract as a part of Annexure A, the Seller reserves the right to effect such adjustments to the boundary dimensions and area of the Property that may be necessary to obtain the approval of the Planning Commission and/or the Inspector;
 - (ii) The Buyer shall not be entitled to make any objection, requisition or claim for compensation by reason of any variation as to the boundary dimensions and the area of the Property as a consequence or condition of the Seller obtaining the approval of the Planning Commission and/or the Inspector to the subdivision of the Original Land of which the Property forms part PROVIDED THAT in the event of a variation to the boundary dimensions or area of the Property as shown on the Plan attached to this Contract as a part of Annexure A, by more than 5% in total in either case, and to either a greater or lesser extent and such variation or variations affect the use to which the Property could be put as at the Contract Date, the Buyer has the right by notice in writing to the Seller or the Seller's Representative to that effect to cancel this Contract at any time within (but not after the expiration of) FIVE (5) Business Days of the Seller advising the Buyer or the Buyer's Representative that the Subdivision Plan is marked "In Order for Dealing" by notice in writing to the Buyer or the Buyer's Representative to that effect. Upon notice being given by the Buyer or the Buyer's Representative to the Seller or the Seller's Representative to terminate this Contract on the grounds and within the time mentioned above, the Seller will cause the Deposit money to be repaid to the Buyer together with interest at the rate of 4% per annum and any other moneys paid by the Buyer to the Seller under this Contract without deduction except in respect of any financial institutions duty and taxes payable on the interest accrued, and this Contract will be at an end and cease to be of any further force or effect but for the provisions of this sub-paragraph (ii);
 - (iii) Time is strictly of the essence in relation to the Buyer's right to cancel this Contract under sub-paragraph (a)(ii) of this Condition 12; and
 - (iv) The Property shall be purchased subject to all such sewerage and drainage easements, which shall be required by any Authority as a condition of the subdivision of the Original Land.
- (b) Subject to the terms of this Contract the Seller shall use its best reasonable endeavours to complete the subdivision of the Original Land and to obtain the issue of a separate Certificate of Title for the Property as expeditiously as possible.
- (c) The Buyer shall not lodge any caveat against the Original Land at any time before the date on which a separate Certificate of Title for the Property issues from Landgate, and in order to more effectively enforce this Condition the Buyer hereby appoints the Seller the attorney of the Buyer to sign or execute for and on behalf of and as the act and deed of the Buyer, any withdrawal of caveat or other instrument necessary to rectify any breach of the Buyer's undertakings of this Condition and to do all things necessary to

Seller's initials: _____

Buyer's initials: _____

lodge a withdrawal of any caveat lodged by the Buyer in breach of this Condition at Landgate.

- (d) The Buyer agrees that if there is any delay in obtaining a separate Certificate of Title for the Property, the Seller shall not be liable to compensate the Buyer for any additional costs or expenses of whatsoever nature including those relating to any price increases pursuant to a building contract entered into by the Buyer which are caused, directly or indirectly, by any delay in obtaining a separate Certificate of Title for the Property.
- (e) The Buyer acknowledges and agrees to the intent that this Condition prevails over any other provisions of the Contract and the 2009 General Conditions, the Seller is entitled to grant to the Shire of Dandaragan or any other Authority having jurisdiction over the Property, such rights easements and covenants as are necessary to enable the Seller to comply with any conditions contained in any approval to subdivide the Original Land of which the Property forms part provided that any works of a structural or developmental nature necessary to create such easements shall be at the cost of the Seller.
- (f) Should settlement not take place by the date specified under General Condition 13.9 of the 2009 General Conditions due to a delay at Landgate then Settlement shall be effected within TEN (10) Business Days after the Seller notifies the Buyer or the Buyer's Representative by notice in writing that the Certificate of Title for the Property has been issued by Landgate.

13. CONDITION - PROJECT FEASIBILITY

- (a) This Contract is subject to and conditional on the Seller entering into five Contracts for Sale of lots in Stage 1 in addition to this Contract on or before 30 June 2011.
- (b) In the event that the Seller has not advised the Buyer that either Condition 13(a) has been satisfied or is waived by the Seller (for whose benefit the Condition applies) on or before 14 July 2011 by notice in writing to the Buyer, the Buyer may by notice in writing to the Seller at any time from and including 15 July 2011 up to and including 28 July 2011, terminate this Contract and the provisions of Condition 13(c) will apply.
- (c) In the event that the Seller does not achieve the sales referred to in paragraph (a) of this Condition, the Seller may by notice in writing to the Buyer or the Buyer's Representative at any time after 30 June 2011, but no later than 14 July 2011, terminate this Contract in which case, this Contract will immediately cease to be of any further force or effect except for this Condition 13 and neither Party will have any further claim of whatsoever nature against the other of them.
- (d) If this Contract is terminated by either Party under this Condition, the Seller must repay any money that has been paid to the Seller by the Buyer without deduction.
- (e) Time is of the essence for both the Seller and the Buyer under this Condition.

14. BOUNDARY FENCING

It is agreed between the Buyer and the Seller that:

- a) The Buyer shall not make any claim against the Seller for fencing under the provisions of the Dividing Fences Act whether in respect to the Property or any adjoining lands;
- b) General Condition 9.1(a)(5) of the 2009 General Conditions is expressly excluded from this Contract; and

Seller's initials: _____

Buyer's initials: _____

c) The definition of “fencing” or “fence” specifically **excludes** gates.

PROVISIONS RELATING TO RESTRICTIVE COVENANTS AND OTHER NOTIFICATIONS RELATING TO USE

15. SPECIAL COVENANTS RELATING TO USE

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the Restrictive Covenants to be imposed by the Seller as set out in the pro-forma Deed of Restrictive Covenant (“**Deed**”) annexed to this Contract or substantially in the same form as set out in the Deed by way of a separate Deed under Section 136D of the Transfer of Land Act 1893 or if already registered at Landgate as at the Contract Date, then in that registered form, PROVIDED THAT the Seller will at its cost and expense pay for the preparation of the Deed, the stamp duty and any registration fees payable on it.

The Buyer must make their own enquiries about the impact of the Restrictive Covenants as they affect the Land and shall be taken to have satisfied itself about the Restrictive Covenants prior to the Contract Date.

The Seller accepts no responsibility for the enforcement of the above Restrictive Covenants but reserves the right to enforce any of them as long as it is registered as the proprietor of, a lot in the Deposited Plan in which the Original Land is comprised, or a lot specifically benefited by the Deed as stipulated on the notifications panel of the Deposited Plan.

The Buyer acknowledges that it has read and fully understands the Restrictive Covenants contained above, and that such restrictive covenants will be included in the transfer of the Property to be purchased under this Contract For Sale of Land by Offer and Acceptance and will encumber the title for such Property.

Buyer..... Buyer.....

Witness..... Witness.....

Date..... Date.....

Seller..... **Ardross Estates Pty Ltd**
A.C.N. 008 683 887

Witness.....

Date.....

Seller's initials: _____

Buyer's initials: _____

Specific Scheme Provisions

Extracts from Shire of Dandaragan Local Planning Scheme No. 7, District Zoning Scheme

This information is provided by the Seller to the Buyer, to highlight only certain aspects in the Scheme that may affect the Buyer. Some of these provisions are overridden by those in Development Plan 3, relevant extracts of which are provided with Annexure A.

The Buyer must make its own enquiries about the impact of the provisions of the Scheme as they affect the Property and shall be taken to have satisfied itself about the provisions of the Scheme prior to the Contract Date.

LAND USE DEFINITIONS

“consulting rooms” means premises used by no more than 2 health consultants for the investigation or treatment of human injuries or ailments and for the general outpatient care;

“convenience store” means premises –

- a) used for the retail sale of convenience goods commonly sold in supermarkets, delicatessens or newsagents, or the retail sale of petrol and those convenience goods;
- b) operated during hours which include, but may extend beyond, normal trading hours;
- c) which provide associated parking; and
- d) the floor area of which does not exceed 300 square metres net lettable area;

“exhibition centre” means premises used for the display, or display and sale, of materials of an artistic, cultural or historical nature, and includes a museum or art gallery;

“funeral parlour” means premises used to prepare and store bodies for burial or cremation;

“industry – light” means an industry –

- a) in which the processes carried on, the machinery used, and the goods and commodities carried to and from the premises do not cause any injury to or adversely affect the amenity of the locality;
- b) the establishment or conduct of which does not, or will not, impose an undue load on any existing or proposed service for the supply or provision of essential services;

“industry – service” means –

- a) an industry – light carried out from premises which may have a retail shop front and from which goods manufactured on the premises may be sold; or
- b) premises having a retail shop front and used as a depot for receiving goods to be serviced;

“motor vehicle repair” means premises used for or in connection with –

- a) electrical and mechanical repairs, or overhauls, to vehicles; or
- b) repairs to tyres;

but does not include premises used for recapping or retreading of tyres, panel beating, spray painting or chassis reshaping;

“office” means premises used for administration, clerical, technical, professional or other like business activities;

“trade display” means premises used for the display of trade goods and equipment for the purpose of advertisement;

Seller's initials: _____

Buyer's initials: _____

“veterinary centre” means premises used to diagnose animal diseases or disorders, to surgically or medically treat animals, or for the prevention of animal diseases or disorders;

“warehouse” means premises used to store or display goods and may include sale by wholesale;

SITE AND DEVELOPMENT REQUIREMENTS

This...is intended as a guideline and may be varied at the discretion of the Shire Council.

Service Industry and Light Industry

Setbacks

- Front – 7.5 metres
- Rear (average) – nil
- Sides determined by Council in each case

Plot ratio

- Determined by Council in each case

On Site Parking (minimum)

- 1 per 100sqm gross lettable area plus 1 per 2 employees

Consulting Room

Setbacks

- Front determined by Council in each case
- Rear determined by Council in each case
- Sides determined by Council in each case

Plot ratio

- 0.5 maximum

On Site Parking (minimum)

- 1 per 30sqm gross lettable area plus 1 per employee

Office

Setbacks

- Front determined by Council in each case
- Rear determined by Council in each case
- Sides determined by Council in each case

Plot ratio

- Determined by Council in each case

On Site Parking (minimum)

- 1 per 30sqm gross lettable area plus 1 per employee

Seller's initials: _____

Buyer's initials: _____

Extract from Development Plan 3 Report

EXTRACT ONLY – REFER TO COMPLETE DOCUMENT FOR OVERALL CONTEXT

The Development Plan and Detailed Site Plans have been prepared in accordance with Appendix 12 of the Shire of Dandaragan Town Planning Scheme No. 7. To this extent, the land is zoned “Special Development” under the Scheme and the Development Plan places a more detailed local zoning pattern over the base zoning, providing the context and rationale for the land use proposals. Flexibility is inherent in the Development Plan in accordance with Paragraph 5 (17) of Schedule 12.

The Development Plan proposes to accommodate a Western Power sub-station site within an industrial area. Industrial development is to be set back behind “Residential R5” subdivision to avoid any aesthetic problem at this main entry to town.

The interface between “Industrial” development and “Residential R5” subdivision is buffered by a row of **composite “Residential/Industrial” lots**.

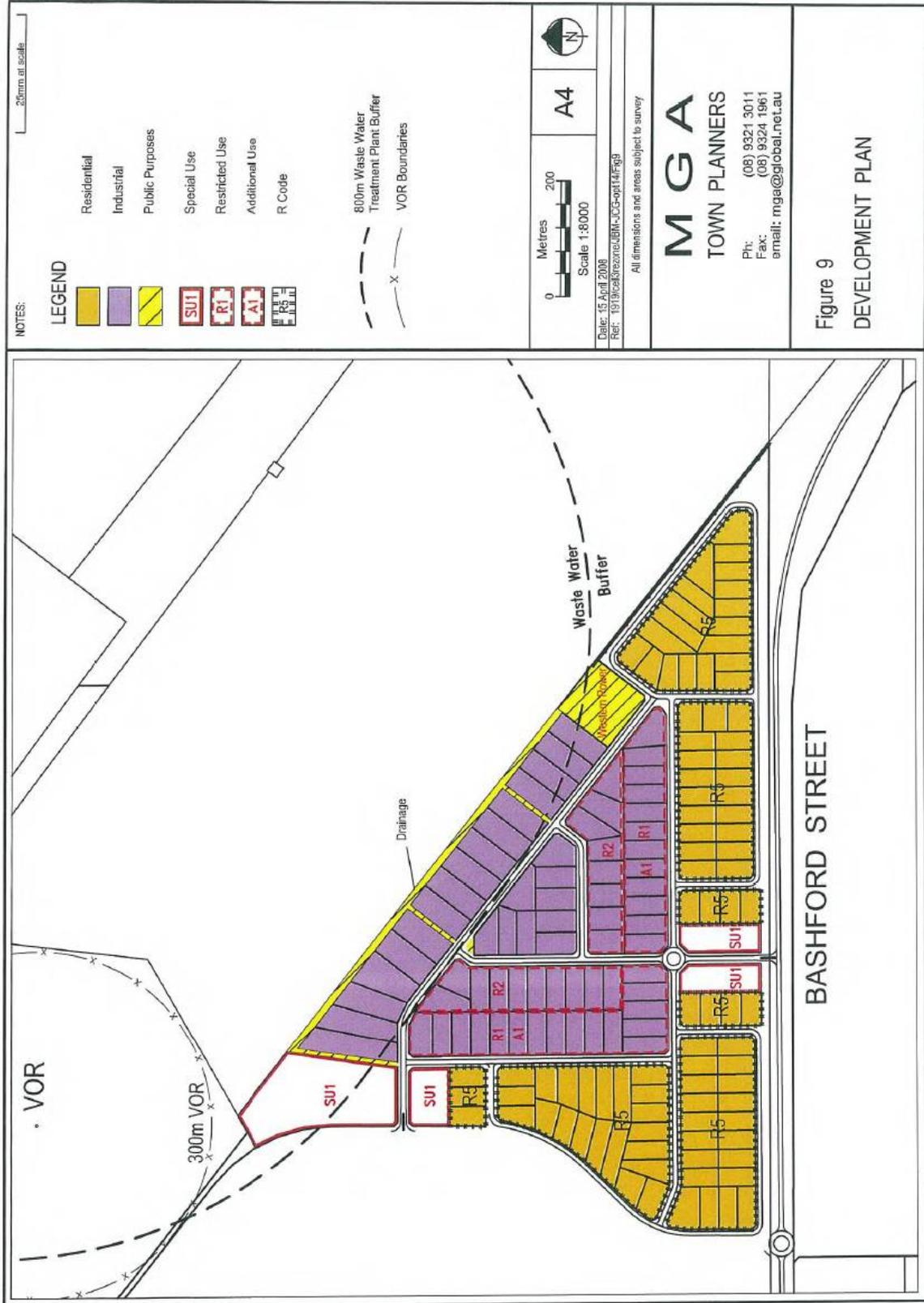
ZONING

Figure 9 shows the zoning pattern proposed for the Development Plan area. The “Residential” areas are zoned “Residential R5” and the balance is predominantly “Industrial” with “Additional Use” status over the proposed composite lots combined with “Restricted Use” provisions. “Restricted Use” provisions also apply over adjacent Industrial land limiting the range of uses that can establish in close proximity to housing. In addition, there is a “Special Use” zone applying to land in the north-western corner which is impacted by the Waste Water Treatment Plant odour buffer, and height controls associated with an air navigation aid to the north-west as well as at sites forming entrances to the estate.

In general accordance with Clause 4.5 of the Shire of Dandaragan Town Planning Scheme No 7, the lots nominated “**A1**” on **Figure 9** may be used for residential purposes and for storage and servicing of the residents’ boats, caravans and trailers even though these may not be used for commercial purposes in addition to other permissible uses subject to the conditions listed below in Schedule 1.

Extract from Development Plan 3 Report

EXTRACT ONLY – REFER TO COMPLETE DOCUMENT FOR OVERALL CONTEXT



1919 November 2009

Seller's initials: _____

Buyer's initials: _____

Extract from Development Plan 3 Report

EXTRACT ONLY – REFER TO COMPLETE DOCUMENT FOR OVERALL CONTEXT

Schedule 1 – Additional Uses

No.	Location	Additional Use	Conditions
A1	Lots on the southern and western edge of the “Industrial” land marked “A1” on Figure 9 .	Dwelling; Domestic boat, caravan, trailer storage.	No person shall: a) develop more than one dwelling per lot; b) develop, establish, continue or allow to be developed or established an industry or business use or allow domestic boat, caravan and trailer storage unless a dwelling is erected first and forms an integral part of the development; c) develop a dwelling other than in accordance with any Detailed Site Plan applying to the area. d) develop, establish, continue or allow to be developed or established an industry or business use within the area designated for Residential Use under a Detailed Site Plan; e) allow a dwelling to be occupied by any person other than an owner or manager of the industrial or business use or the owner of the boat, caravan or trailer storage use; f) allow public access to the industry or business use through the area referred under a Detailed Site Plan for residential development; g) allow domestic boat, caravan, trailer storage to occur within the area defined under a Detailed Site Plan for residential development.

For the purposes of this Development Plan, **Domestic boat, caravan, trailer storage** shall mean; “the storage and servicing of boats, caravans and trailers which are not used for commercial purposes and are owned by the occupant of the dwelling on the lot”.

“**Motor vehicle services**” means premises used for or in connection with electrical, mechanical and tyre repairs to vehicles but does not include premises used for or in

Extract from Development Plan 3 Report

EXTRACT ONLY – REFER TO COMPLETE DOCUMENT FOR OVERALL CONTEXT

connection with recapping or retreading of tyres, panel beating, spray painting, major engine-reconditioning or chassis reshaping.

In general accordance with Clause 4.6 of Town Planning Scheme No 7, the lots nominated as “R1” on **Figure 9** may only be used for the uses listed in Schedule 2 subject to the conditions nominated, in addition to “Dwelling” as described above in Schedule 1.

Further, the areas nominated as “R2” shall only be used for the purposes nominated in Schedule 2.

Schedule 2 – Restricted Uses

No.	Location	Restricted Use	Conditions
R1	Lots on the southern and western edge of the “Industrial” land marked “A1” on Figure 9 .	Consulting rooms; Office; Trade Display; Light Industry; Motor vehicle services; Service Industry; Warehouse; Exhibition Centre; Domestic boat, caravan and trailer storage.	The Restricted Use shall not: a) employ more than 3 persons who are not family members resident on the site; b) operate between the hours of 7pm and 7am, except in the case of Domestic boat, caravan, trailer storage where such items may be removed from or moved to the site during the prohibited hours but shall not be serviced; c) take access from a street or section of a street providing access to dwellings. The Restricted Use must have a manager or person with proprietary interest in the use resident on site.
R2	Areas marked “R2” on Figure 9 .	Consulting rooms; Office; Trade Display; Light Industry; Motor vehicle services; Service Industry; Warehouse; Exhibition Centre.	

Extract from Development Plan 3 Report

EXTRACT ONLY – REFER TO COMPLETE DOCUMENT FOR OVERALL CONTEXT

The site marked “SU” on **Figure 9**, is a Special Use site in accordance with Clause 4.7 of the Scheme. Usage of this land is to be limited to commercial functions minimising amenity impacts on planned residential areas opposite. The Special Uses permissible on the land are listed below in Schedule 3.

Schedule 3 – Special Uses

No.	Description of Land	Special Use	Conditions
SU1	Sites marked SU1 on the Development Plan at Figure 9 .	Showrooms; Service Industry; Office; Consulting Rooms; Nursery; Convenience Store; Funeral Parlour; Veterinary Centre.	The development shall be designed to face adjacent roads with premises serviced from the rear.

For the purposes of this Development Plan, **Nursery** means “land and buildings used for the propagation, rearing and sale of plants and the storage and sale of products associated with horticultural and garden decor”.