

This Annexure is only suitable for use for Contracts for Sale of Lots 97-101, 112, 116 and 119-128 on Deposited Plan 405333 AFTER that Deposited Plan is in order for dealings, and must not be used before the Deposited Plan is in order for dealings.

1.

ANNEXURE "A"
Part of STAGE 3

This is the Annexure described as Annexure "A" referred to on the attached contract and forms part of such contract ("The Contract")

1. The Property is part of Stage 3 of a certain land subdivision generally known as "Riverlea" in Glen Iris ("Riverlea"). The property was formerly part of Lot 9004 on Deposited Plan 403357 and was formerly part of the land in Certificate of Title Volume 2872 Folio 490 but is now included in the land the subject of Deposited Plan 405333 ("The Deposited Plan").
2. The Deposited Plan is in order for dealings.
3. The Property will be subject to restrictive covenants both burdening and benefiting the Property. A copy of those restrictive covenants appears in Annexure "C" and included in them is one requiring the Buyer to obtain the approval of the Seller (or its project manager, presently being Bunbury Projects) or its nominated architect or such other party as the Seller may from time to time and in writing nominate as the party from whom such approval must be obtained, of the design of any structure or other development proposed on the Property, prior to its being submitted to the City of Bunbury for its approval. Annexure "B" contains a recommended (but not required) procedure for seeking the Seller's approval.
4. In order to comply with the provisions of Section 14 of the *Sale of Land Act 1970* as amended, the Seller **HEREBY CONFIRMS** that in the event that there is a mortgage registered against the Property at the date of, or subsequent to the date, of execution of The Contract, such mortgage will be discharged to the extent that it creates an encumbrance over the Property, at or prior to the Buyer's being entitled to take possession of the Property, or the Settlement Date, whichever is the earlier **PROVIDED HOWEVER** that if for any reason such mortgage cannot be discharged to the extent that it encumbers the Property at or prior to the time when the Buyer becomes entitled to take possession of the Property, the Buyer shall be entitled to terminate The Contract by written notice served on the Seller, whereupon all monies already paid by the Buyer

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2.

including any deposit, shall immediately be repaid to the Buyer including any interest generated thereon. The Buyer expressly hereby authorises the Seller to register a mortgage or mortgages on the Certificate of Title to the Property in order to raise funds to complete the subdivision of Riverlea, but in that event the provisions of this paragraph 6 will apply with respect to such mortgage or mortgages. Accordingly, it is an express term of this Contract that, in the event that the Property is mortgaged at or after the date of this Contract, such mortgage or mortgages must be entirely discharged from the Property contemporaneously with, or prior to settlement of the sale of the Property, or prior to the Buyer being given possession, whichever is the earlier.

5. Each of Lots 97-101, 112, 116 and 119-128 may be encumbered by a Notification under Section 165 of the *Planning & Development Act 2005* as amended which will give the following or similar information:

“This lot is within close proximity of areas which are subject to mosquito activity at various times of the year. In consequence it is within the flight range of adult mosquitoes and there may be some potential for transmission of Ross River Virus and other mosquito borne viral diseases. Further information in this regard can be obtained from the Local Government and the Department of Health.”

6. Each of lots 119, 126 and 127 are subject to a statutory restrictions limiting vehicular access as follows: namely vehicular access is not allowed between Lot 119 and Barker Avenue, between Lot 126 and Jeffrey Road or to Moorlands Avenue, nor between 127 and Jeffrey Road.
7. The Buyer agrees to use best endeavours to avoid any damage to any tree planted on the verge of any public road adjacent to the Property and also to avoid any damage to any reticulation installed in such area. Where any tree or reticulation equipment is damaged by the Buyer or any person entering the Property at the invitation, or with the approval of, the Buyer, the Buyer covenants with the Seller to accept responsibility for the cost of replacing any such tree or repairing any such reticulation, as the case may be. Where a tree is replaced it must be of a similar size and of the same variety as that which was damaged and should first be approved by the Seller or the Seller’s project manager.

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3.

8. The Seller's Obligations Regarding Fencing and Landscaping.

If within 18 months of settlement the Buyer has completed a residence on the Property which is ready for occupation, and which complies with this Contract and the restrictive covenants, the Seller will, if it has not already done so, at its expense, supply and install fencing on all boundaries of the Property save the boundary which is the frontage of the Property, and save also that no fence shall be required to be erected by the Seller on any side boundary forward of the building set-back line; and also because the Buyer will not only have carried out the landscaping referred in clause 4.1.19 of the anticipated restrictive covenants as referred to in Annexure "C" (which the Buyer is required to do where a residence is to be constructed on the Property) but will have carried the same out in accordance also with the Guidelines referred to in Annexure "E", the Seller will pay to the Buyer a rebate of **\$2,500.00 PROVIDED HOWEVER** that this rebate is personal to the Buyer and the entitlement thereto cannot be transferred to any other party to whom the Property is sold or transferred.

9. If the Property is a Corner Lot as defined in the said restrictive covenants then the restrictions imposed by the restrictive covenants relating to Corner Lots will apply to the Property.

10. The Buyer must not lodge any caveat against the Certificate of Title for the Property for the purpose of protecting this contract, without the prior written consent of the Seller. The purpose for which this restriction is imposed is that until the Property is transferred to the Buyer pursuant to this contract the Seller will be entitled to maintain a mortgage or mortgages over the Property with a finance provider conditional upon the such mortgage being discharged contemporaneously with, or prior to settlement of the sale the subject of this contract or the Buyer being given possession (whichever to the earlier). In order more effectively to enforce this condition, the Buyer **HEREBY APPOINTS** the Seller, and each of its directors jointly and severally, the attorney of the Buyer to sign or execute for and on behalf of, and as the act of the Buyer, a withdrawal of any caveat which has been lodged by or on behalf of the Buyer in breach of this condition. The Buyer must pay all costs reasonably incurred by the Seller in removing or withdrawing any such caveat including the registration fees payable to Landgate.

.....*END OF ANNEXURE "A"*.....