

Annexure A

1. VARIATIONS

In the event of an inconsistency between the 2002 Joint Form of General Conditions for the Sale of Land and these conditions then these conditions will prevail.

2. SHIRE OF GREENOUGH'S TOWN PLANNING SCHEME No. 4 – RUDDS GULLY SPECIAL RURAL ZONE.

The purchaser acknowledges and agrees that the land is subject to the Shire of Greenough's Town Planning Scheme No.4 – Rudds Gully Special Rural Zone relating to the use and management of the land. The purchaser acknowledges receipt of a copy of the Shire of Greenough's Town Planning Scheme No.4 – Rudds Gully Special Rural Zone (Annexure B).

3. DRAINAGE EASEMENT

The purchaser is aware a drainage easement may encumber the purchased lot.

4. GST

The purchase price is GST inclusive. The vendor's GST liability on the sale of the property has been calculated using the Margin Scheme. The purchaser is aware that they are unable to claim GST input tax credit on this transaction and no GST invoice will be issued.

5. FENCING

The vendor will supply ringlock fencing with pine strainers and galvanised posts on three boundaries (excluding the front boundary).

6. SEWERAGE

The purchaser acknowledges and agrees that sewerage is not available and that installation of an on-site disposal system as approved by the Health Department and Local authority will be required.

7. 38dB NOISE CONTOUR

Notification is on the Certificate of Title of lots 134-136 and 147-150 advising that:

"Whole or part of this lot is located within a potential 38dB noise contour from the nearby Narngulu Industrial Estate (modelled on future and potential noise emissions) and as such the lot may be affected by noise emissions from the nearby Industrial Estate."

8. LOTS 137, 138 and 139

a) Lots 137, 138 and 139 are located, in part, inside the Narngulu Industrial Estate Buffer and notification is on the relevant certificate of title stating:

"A portion of this lot is located within the Narngulu Industrial Estate Buffer (as indicated in the Greater Geraldton Structure Plan 1999) and as such may be adversely affected by operations in the nearby Industrial Estate. The lot is also subject to a building envelope."

9. UNEXPLODED ORDNANCE

The Fire and Emergency Services Authority of Western Australia (FESA) advises that during the past 100 years, former elements of the Australian Defence Forces have conducted training and/or operational activities nearby in the Narngulu Industrial Estate. It is possible that as a result of these activities, the subject area may contain unexploded ordnance (UXO). Whilst it is considered that the possible risk from UXO on the subject land is minimal, an absolute guarantee that the area is free from UXO cannot be given.

Prior to construction, and at the developers' expense, a limited search for unexploded ordnance by an accredited UXO Contractor will be conducted across the total area of Meadowcroft Ridge estate to determine the nature and extent of UXO Contamination (if any). The outcome of this search will determine the level of risk and any additional survey requirement, if warranted, and will also determine the appropriate notification required on the relevant Certificate of Title at the time of subdivision.

10. CAVEAT

The purchaser must not lodge a caveat against the property, or any part thereof and in the event of any caveat being lodged the purchaser hereby irrevocably appoints the vendor as his attorney for the purpose of executing and registering a withdrawal of caveat absolutely.

11. PURCHASER ACCEPTS THE PROPERTY

The purchaser agrees and acknowledges that he has not relied upon any statement or representation of the vendor or any agent or other person on behalf of the vendor in respect of the property or this contract and that the terms of this contract constitute the entire and only agreement between the parties in relation to the property. The purchaser acknowledges that the final area of the property is subject to the lot size shown on the final diagram or plan lodged at the Land Titles Office in respect of the property.

Purchaser

Purchaser

Vendor

Witness

Witness

Witness

Date.....

Date.....

Date.....