ANNEXURE A – SPECIAL CONDITIONS

These are the Special Conditions referred to in and that form part of the Contract for Sale of Land by Offer and Acceptance

Dated: / / made between the following persons concerning the following property ("**Contract**"):

BUYER: _____

SELLER: Byford Land Company Pty Ltd (as bare trustee for Nobile Nominees Pty Ltd in its capacity as trustee for the Nobile Nominees

Trust)

PROPERTY: Proposed **Lot** _____ on Survey Strata Plan 89374, Goraba Court, Southern River WA6110

1 DEFINITIONS AND INTERPRETATION

In these Special Conditions, unless the context requires otherwise:

(a) clause 26 of the 2022 General Conditions shall apply to the interpretation as if a reference to 'document' was a reference to these Special Conditions;

(b) a word defined in the 2022 General Conditions shall have the meaning given to that term;

(c) headings are for convenience of reference only and do not affect interpretation;

(d) "**2022 General Conditions**" means the Joint Form of General Conditions for the Sale of Land 2022 Revision;

(e) "**Contract**" means the Contract referred to above, including these Special Conditions and the 2022 General Conditions;

(f) "**Latest Date**" means 24 months after the Contract Date;

(g) "**Seller's Restrictive Covenants**" means a Restrictive Covenant, substantially in the form of that comprising Annexure G of the Contract, or may be provided for in a Strata Scheme By-Laws in the case of Survey Strata Subdivison, that the Seller intends imposing on and registering against the Property for the purpose of maintaining and enhancing the standards and visual amenity of the Subdivision;

(h) "**Special Conditions**" means the special conditions comprising this Annexure A of the Contract; and

(i) "**Subdivision**" means the subdivision that the Seller intends undertaking in which the Property will be created as a separate Lot.

(j) "**BAL**" means the Bush fire Attack Level Rating for the Property (if any).

2 CONDITIONS

2.1 Subdivision approvals

Should any Authority grant approval for the Subdivision subject to any condition, or should any other issue arise, that:

(a) makes the Subdivision or creation and/or sale of the Property unviable, in the sole but reasonable opinion of the Seller; or

(b) the Seller is unwilling, in its absolute discretion, to comply with,

the Seller may at anytime thereafter, by notice in writing, terminate the Contract.

2.2 Issue of Certificate of Title

(a) The Contract is subject to and conditional upon a separate Certificate of Title being issuing for the Property on or before the Latest Date. Should a separate Certificate of Title not issue on or before the Latest Date, either Party may, by notice in writing to the other, terminate the Contract.

(b) Should the Seller, acting reasonably, form the opinion that a separate Certificate of Title will not be issued by Landgate for the Property on or before the Latest Date, the Seller may by notice in writing to the Buyer terminate the Contract.

2.3 Statutory Obligation

Should at any time after the Contract date the Subdivision or sale of the Property become the subject of any condition or obligation imposed by any government or statutory body, including but not limited to any requisition, repair order, garnishee or the like (whether imposed on the Seller, Buyer or any other person) that the Seller is or unwilling or unable (in it's absolute discretion) to comply with, the Seller may at any time following the imposition of such requisition, repair order, garnishee or the like, terminate this Contract by notice in writing to the Buyer.

2.4 Repayment of Deposit

If the Contract is terminated by the Seller pursuant to this special condition 2, the Deposit shall be refunded to the Buyer in full.

3 ACKNOWLEDGMENTS

3.1 General acknowledgements

The Buyer acknowledges and agrees that:

(a) he/she has read and understood the Contract including all annexures, schedules and appendices;

(b) he/she has sought independent legal advice with respect to his/her individual rights and obligations pursuant to the Contract or has had the opportunity to do so and chosen not to on the basis that he/she has fully understood and comprehended those rights and obligations;

(c) the Seller is at liberty to assign all or any of its rights under the Contract at any time without the need for consent from the Buyer;

(d) the Seller provides no representation or warranty that the location of any survey pegs is correct and is under no obligation to maintain any survey pegs; and

(e) all materials provided to the Buyer by the Seller or its agents (including advertising, sales brochures and plans) have been prepared and provided in good faith and are believed to be, and taken as, correct. No error, omission or mis-description of the Property will void or annul the sale of the Property or give rise to any claim or right of action against the Seller.

3.2 Subdivision acknowledgments

The Buyer acknowledges and agrees that:

(a) he/she is are purchasing Land that is part of a Subdivision that is yet to receive final approval from all Authorities and be the subject of a final survey. The Property is sold subject to the area and dimensions of the Property being determined by final survey in accordance with the Subdivision Plan to be registered at Landgate by the Seller;

(b) as part of the approval process conditions may be imposed on the Subdivision, which may affect the Property, such as the requirement for easements, restrictive covenants, Title Notifications or Memorials. These may be for varying matters, such as building dimensions and appearance, the location of and access to services and utilities (including drainage, sewerage, water, electricity or gas); restrictions on ground water usage; requirements for water conservation devices; environmental conservation; specified area rating, possible future road widening; and hazards and factors affecting the area that the Property is located and the permitted uses (present or future) within this area (including but not limited to noise, odours and mosquitoes breeding areas);

(c) the Property may contain or utilise shared services/infrastructure such as drainage pits. Those properties utilising any shared services/infrastructure shall have unfettered access to these services/infrastructure.

(d) the property is or may in the future be the subject of a BAL. Such rating may impose obligations concerning matters such as bush fire readiness, setbacks and/or standard of construction of improvements on the Property (AS 3959 — 2009 Construction of Buildings in Bushfire Prone Areas being the current relevant Australian Standard). Annexure H comprises a schedule of the anticipated BAL for the Property and those other lots forming part of the Subdivision. Such information is provided as a guide only. The Buyer shall make its own enquiries concerning any BAL effecting or likely to effect the Property and how this may impact on the construction of any improvements on the Property (including construction cost). The Buyer acknowledges that the Purchase Price is stated having taken into consideration the actual or likely BAL for the Property.

(e) following final approval and survey, the Property may vary in respect of:

(i) its lot or street number/name;

(ii) its boundaries (including location and angle) and accordingly its dimensions, size and area;

(iii) its ground level (height, gradient or otherwise);

(iv) the provision or position of any retaining walls;

(v) the provision or location of any services, utilities or the like to or affecting the Property;

(vi) its BAL (if any) and/or

(vii) its Encumbrances;

(f) at the time of the issue of a separate Certificate of Title for the Property the construction of the land as a separate Lot or completion of the Subdivision may not be completed in its entirety and all relevant services and utilities may not be complete or connected (including but not limited to electrical power, water supply and wastewater services). Where physical construction of the land as a separate Lot or completion of the Subdivision has not been fully completed at the time of issue of a separate Certificate of Title, Settlement must still occur and shall not be delayed;

(g) at the Contract Date some engineering detail in respect of the Property may be unknown. It is possible that an Authority will require part of the Property for a light pole easement, padmount site or easement for the provision of services or utilities;

(h) soil classification relating to the Property may affect the extent and costs of site works and footings for residence to be constructed on the Land. The Buyer is deemed to have made its own enquiries with the Local Authority and its builder (if any) to ascertain whether there may be additional costs involved in construction of a residence or other improvement on the Property due to soil classification;

(i) if there is any delay in obtaining a separate Certificate of Title for the Property or completing construction of the land as a separate Lot or completing the Subdivision, the Seller will not be responsible to compensate the Buyer for any additional costs or expenses of whatsoever nature (including but not limited to any price increases pursuant to any building contract entered into by the Buyer) which the Buyer alleges is causes, whether directly or indirectly, by any such delay in obtaining the separate Certificate of Title; and

(j) it is the intention of the Seller, although it is under no obligation, to register the Seller's Restrictive Covenants over all or part of the Subdivision to maintain and enhance the standard and visual amenity of the Subdivision.

The Buyer may not delay Settlement, terminate the Contract, attempt to delay payment or reduce the Purchase Price, seek any compensation, issue any requisition or make any objection to any of the matters referred to in this clause 3.2.

4 ENCUMBRANCES

The Property is sold to the Buyer subject to any and all of the following (each of which is a Specified Encumbrance):

(a) any matter recorded on the certificate of title for the Land at the Contract Date that is not a mortgage or caveat. This includes but not limited to any easement, right, reservation or other condition affecting any part of the Property, or any Memorial, restrictive covenants or Title Restrictions that is:

(i) at the Contract Date, registered on the certificate of title for the land which is to be subdivided to create the Property; or

(ii) registered against the Property on or before Settlement (including but not limited to any that relates to a matter referred to in clauses 3.2(b), 3.2(c), 3.2(f) and 3.2(g));

(b) claims, demands, conditions (including building conditions) and restrictions imposed or made by any Authority;

(c) maintenance of public open space levy or other statutory levy imposed on the Property; and

(d) terms and conditions imposed by the Contract, including these Special Conditions.

5 VARIATIONS TO SUBDIVISION

5.1 Staging

The Buyer acknowledges and agrees that the Subdivision and release of the resulting lots may occur in one or more stages, separately or concurrently, in the Seller's absolute discretion. The Seller makes no representations as to whether any stage will be undertaken and if undertaken the timing and final number and size of lots. The Seller retains absolute control over determining the timing and make up of any stage of the Subdivision.

5.2 Variations

The Seller may make any change to the Subdivision, including but not limited to the dimensions of the Property:

(a) where arising from any condition imposed by an Authority;

(b) in accordance with any recommendation of the Seller's planners, surveyors, environmental consultants, engineers or the like and, in the Seller's reasonable opinion, not materially adversely affecting the Buyer's reasonable use and enjoyment of the Property;

(c) due to matters that arise which the Seller could not have reasonably foreseen; or

(d) where the Seller in good faith believes the changes will enhance the Subdivision.

6 CLAIMS FOR ENCUMBERANCES OR VARIATIONS

6.1 Limitation on objections

The Buyer shall make no objection, requisition or claim for compensation nor have any right to terminate the Contract or attempt to delay settlement by virtue of any matter referred to in clauses 3, 4 or 5, provided that such matters have not resulted in a reduction of the size of the Property (as compared to that shown in Annexure C) by greater than three percent (3%) or materially prejudiced the reasonable use of the Property. Should the Property's size be reduced by greater than three percent (3%) or its reasonable use be materially prejudiced due to such matters, the Buyer may at anytime within thirty (30) days of becoming aware of the matter, by notice in writing, terminate the Contract.

6.2 Increase in Property size

Should the size of the Property (as compared to that shown in Annexure C) be increased by greater than three percent (3%), the Seller may, by notice in writing to the Buyer, inform the Buyer of its intention to increase the Purchase Price by the same percentage that the Property's size has increased. The Buyer may within thirty (30) days of receiving such notice, by notice in writing, agree to or reject the increase in the Purchase Price. Should the Buyer fail to agree to the increase in the Purchase Price the Seller may, at anytime thereafter by notice in writing to the Buyer, terminate the Contract.

6.3 Notification

The Seller shall notify the Buyer, within a reasonable time of it becoming aware, of any matter referred to in clauses 3, 4 or 5 that is not disclosed in the Contract and will have a material adverse impact on the size or reasonable use of Property.

6.4 Settlement is waiver

Settlement constitutes a full waiver of any right, action or claim whatsoever that a Party may have due to any matter referred to in clauses 3, 4, 5 or 6.

7 CAVEAT

(a) The Buyer must not, before the issue of a separate Certificate of Title for the Property, lodge any caveat against all or any part of the land comprising the Subdivision and to protect the Buyer's interest under the Contract. Should the Buyer lodge any such caveat, he/she irrevocably and unconditionally:

(i) appoints the Seller and each of its directors, agents and employees jointly and severally as his/her attorney to take all such actions and execute all such documents in the Buyer's name as the Seller, acting reasonably, deems necessary to withdraw and/or remove such caveat (including but not limited to lodging any applications or forms at Landgate);

(ii) indemnify the Seller and shall keep the Seller indemnified against all costs, expenses and/or damages that the Seller may suffer as a result of such caveat, the Seller taking any action to withdraw and/or remove the caveat and any delay the caveat may cause in the completion of the Subdivision and sale and settlement of the resulting lots;

(iii) ratify and confirm all things whatsoever done under this power of attorney; and

(iv) within fourteen (14) days of receiving a written demand from the Seller, execute a power of attorney in registrable form to give effect to this clause 7(a).

(b) Any person, including Landgate, dealing with the attorney or a person purporting to be an attorney under clause 7(a), is entitled to rely on execution of any document by that person as conclusive evidence that:

(i) the person holds the office set out in the power;

(ii) the power of attorney has come into effect;

(iii) the power of attorney has not been revoked; and

(iv) the right or power being exercised or purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power,

and is not required to make any inquiries in respect of any of the above matters.

(c) Nothing contained or implied in this clause prejudices, limits or otherwise affects the Seller's right to otherwise claim damages from the Buyer from any breach of this clause.

8 DEPOSIT

8.1 General

(a) The risk of the Deposit and any interest that may accrue is that of the person who is ultimately entitled to those amounts. The Deposit Holder is not responsible for any loss on any investment of the Deposit pursuant to the Contract.

(b) Clause 1.8 of the 2022 General Conditions shall not apply where the Seller is entitled to the Deposit due to a repudiation of the Contract by the Buyer and the procedure outlined in clause 1.2 of the 2018 General Conditions has been followed.

(c) Should the Deposit be invested in an interest bearing trust account:

(i) the Deposit Holder shall be entitled to a reasonable administration fee for administering such account. Such fee shall be deducted from any interest that may accrue on the Deposit;

(ii) the Deposit Holder shall be responsible for lodging any necessary taxation returns and paying any tax in relation to the Deposit and any interest that may accrue. The Parties irrevocably indemnify the Deposit Holder against any such tax and irrevocably authorise the Deposit Holder to deduct such amount from the Deposit, should the Parties fail to pay that amount to the Deposit Holder within a reasonable period after being requested in writing to do so; and

(iii) interest shall accrue for the benefit of the Buyer provided that:

A. the Buyer shall not be entitled to any interest during any period in which the Buyer is in default of the Contract or the Seller becomes a Deposit Claimant, with the Seller entitled to any interest during such periods;

B. the Seller shall be entitled to any and all interest that may have accrued should the Deposit be forfeited; and

C. the right of a Party to any interest is subject to clauses 8.1(c)(i) and 8.1(c)(ii).

8.2 Finance clause

Clause 1.7(c) of the finance clause of the Contract is deleted and replaced with the following:

"1.7(c) Upon termination, provided that the Buyer has:

(1) complied with clause 1.1; and

(2) provided the Seller with a Non Approval Notice prior to such termination,

the Deposit and any other monies paid by the Buyer must be repaid to the Buyer. In all other circumstances, upon termination the Deposit and any other monies paid by the Buyer will be forfeited to the Seller."

9 AMENDMENTS TO GENERAL CONDITIONS

(a) Clauses 3.10(c), 4.2, 9.1(a)(4), 9.1(a)(5), 9.1(c), 9.1(f), 13, 14.5, 15, 18 and 24.7 of the 2022 General Conditions do not apply to the Contract.

(b) Should there be any inconsistency between these Special Conditions and the 2022 General Conditions, these Special Conditions will prevail to the extent of the inconsistency.

10 NO REPRESENTATIONS OR WARRANTIES

(a) The Seller makes no representations and gives no warranties regarding the Property or Subdivision including any applicable BAL, other than those that are an express term of the Contract or imposed by statute, mandatory and cannot be excluded by agreement of the Parties.

(b) The Buyer must make and rely on his/her own inquiries concerning the Property and all conditions relating to the Property including any applicable BAL. The Buyer has or is taken to have entered into the Contract in sole reliance of these inquiries and not upon any alleged statement, warranty, condition, or representation whatsoever made to or alleged to have been made to the Buyer by the Seller or any agent of the Seller.

11 FOREIGN INVESTMENT REVIEW BOARD APPROVAL

11.1 FIRB Condition

If the Buyer is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth):

(a) the sale and purchase of the Property pursuant to this Contract is conditional on the Buyer obtaining approval from the Foreign Investment Review Board to purchase the Property pursuant to this Contract, by no later than 30 days from the Contract Date (**FIRB Deadline**);

(b) the Buyer will use its best endeavours to obtain the approval referred to in Special Condition 11.1(a) as soon as possible after the Contract Date;

(c) the Buyer will keep the Seller reasonably informed as to the status of its application for approval; and

(d) the Buyer will notify the Seller as to whether or not the Buyer has obtained the approval referred to in Special Condition 11.1(a) as soon as the Buyer becomes aware of this.

11.2 Non-approval

If the condition referred to in Special Condition 11.1(a) is not satisfied by the FIRB Deadline:

(a) this Contract will automatically terminate without any requirement for notice;

(b) the Deposit must be returned to the Buyer; and

(c) neither party will have any further rights or obligations under this Contract, except for any rights or obligations:

(i) arising out of a breach of this Contract before the date of termination pursuant to Special Condition 11.2(a); or

(ii) which are expressed or implied to survive termination.

12 ASSIGNMENT OR NOVATION

(a) The Buyer agrees and acknowledges that the Seller is permitted to assign or novate its rights under the Contract to a third party, including any mortgagee of the Property, without the prior written consent of the Buyer.

(b) Where the Seller assigns or novates all or any part of the Contract to a third party ("Assignee"):

(i) the Buyer agrees to complete, execute or lodge any documents (including, but not limited to, Landgate documents) reasonably required to effect the assignment or novation;

(ii) the Buyer shall complete the Contract with the Assignee as if that person was the person named in the Contract as the Seller;

(iii) the Buyer acknowledges and agrees that the Assignee shall have all rights and powers of the Seller under the Contract.

(c) The Buyer agrees and acknowledges that no assignment or novation by the Seller to a third party in any way relieves the Buyer from the performance of any of its obligations under the Contract.

(d) If the Buyer fails to complete, execute or lodge any documents reasonably required to effect the assignment or novation of the Contract from the Seller to a third party, the Buyer irrevocably appoints the Seller and its nominee as its attorney and proxy to execute or lodge such documents.

13 SETTLEMENT

(a) The Settlement Date shall be that stated in the Offer and Acceptance or, where none is mentioned in the Offer and Acceptance, the date that is fourteen (14) days after the later of:

(i) the Contract Date;

(ii) the satisfaction of waiver of the Finance Condition, if such condition is noted as applicable to the Contract; or,

(iii) where a separate Certificate of Title has not issued for the Property before the Contract Date, the date on which the Seller notifies the Buyer that a separate Certificate of Title has issued for the Property.

(b) The Buyer shall deliver the Transfer to the Sellers Settlement Agent, duly executed, no less than seven (7) days prior to the Settlement Date.

14 FENCES

(a) The Buyer acknowledges that any dividing fences erected by the Seller on the Property may not be on the boundaries of the Property and that the Buyer shall have no claim or right of action against the Seller should they not be.

(b) The Buyer shall not make any claim against the Seller pursuant to the Dividing Fences Act 1961.

15 SIGNAGE

Except with the Seller's prior written consent, which may be withheld in its absolute discretion, no sign hoarding or advertising of any description shall be erected or displayed on the Property other than professional signage of dimensions not exceeding 500mm high by 500mm wide which advertises:

(a) the sale or lease of a fully completed dwelling constructed on the Property; or

(b) a business operating from the Property.

The Seller may, without notice, remove any sign hoarding or advertising that breaches this clause 15.

16 MISCELLANEOUS

16.1 Agency Warranty

If the Buyer enters into this Contract as an agent or trustee the Buyer enters into and is bound by this Contract both personally and in its capacity as agent or trustee.

16.2 GST

The Purchase Price is inclusive of GST.

16.3 Release of information and Privacy Act

The Buyer acknowledges and agrees that the Seller and its agents may from time to time release details of the Buyer's name, address, details of any finance approval and the terms of the Contract to any person (including but not limited to any mortgagee of the Seller) who, in the reasonable opinion of the Seller or its agent, has a bona fide and reasonable cause to make such enquiry of the Seller or its agent.

16.4 Adjustment date for Outgoings

The Seller must pay each Outgoing payable up to and including the earlier of:

(a) the Possession Date;

(b) the Settlement Date; and

(c) Settlement.

16.5 Adjustments where Outgoings not yet issued

If a separate assessment of any Outgoing has not been issued for the Property before the Settlement Date, then the Seller's Settlement Agent will prior to the Settlement Date notify the Buyer (via his/her settlement agent, if any) of a reasonable estimate of the proper proportion of that Outgoing payable by the Buyer and the Buyer will pay this amount to the Seller's Settlement Agent to be held by them in their trust account until an actual assessment of the Outgoing has been received whereupon the Seller's Settlement Agent will apportion the Outgoing and deduct from their trust account the Buyer's proportion. If after the apportionment there is any balance due to the Buyer then the Parties irrevocably direct the Seller's Settlement Agent to pay that balance to the Buyer as soon as is practicable. If after the apportionment there is any shortfall in the amount due by the Buyer then the Buyer shall pay that amount to the Seller within fourteen (14) days of receiving a written demand to do so.

16.6 Removal of Charges

(a) The Buyer acknowledges and agrees that the Seller is not required to provide at Settlement any release of any fixed and floating charge attaching to the Property.

(b) The Seller undertakes to remove any fixed and floating charge attaching to the Property as soon as reasonably possible following Settlement.

16.7 Referral arrangements

The Seller may have referral arrangements with various persons including registered builders. Should the Buyer have been referred to the Seller by any such person, the Buyer acknowledges that a fee may be payable by the Seller to the referee and consents to such fee being paid.

16.8 Termination

Should the Contract be terminated pursuant to clauses 2, 6.1 or 6.2, the Deposit shall be promptly refunded to the Buyer in full following which neither Party shall have any claim or right of action against the other for the termination or in any way associated with the Contract.

16.9 Severability

If any part of the Contract can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any part of the Contract is illegal, unenforceable or invalid, that part is to be treated as removed from the Contract, but the rest of the Contract is not affected.

16.10 Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by the Contract does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under the Contract.

SIGNED BY:

BUYER _____ Date / /

Witness _____ Date / /

BUYER _____ Date / /

Witness _____ Date / /

SELLER _____ Date / /

Witness _____ Date / /

END OF INCORPORTAED ANNEXURE A