

ANNEXURE A
"BOONAH RIDGE"

(April 2010)

SPECIAL CONDITIONS
Annexed To and Forming Part of a Contract

BETWEEN: Philip Usher Constructions Pty Ltd, ABN 38 011 008 101
of 32 Tradelink Road, Browns Plains ("Seller")

AND:
..... ("Buyer")

1. REPRESENTATIONS, STATEMENTS

The Buyer agrees that:-

- 1.1 he has made all his own enquires and has not relied on any statements or representation of the Seller, the Seller's agent, the Stakeholder or any other person inducing him to enter into this Contract other than as expressly set out in this Contract;
- 1.2 he has relied solely on his own inspections and enquires; and
- 1.3 the terms of this Contract constitute the entire and only Contract between the parties in relation to the Land.

2. RECEIPT STANDARD CONDITIONS

The Seller and the Buyer acknowledge having received a copy of the Standard Conditions of Sale for Houses and Land, Sixth Edition adopted by the Real Estate Institute of Queensland Limited and approved by the Queensland Law Society Incorporated for conveyances of Torrens Title and Crown Leasehold Title only.

3. BUILDING COVENANTS

3.1 The Seller acknowledges that:

- 3.1.1 the Land is part of the residential development known as "Boonah Ridge" which the Seller plans to develop as a residential area;
- 3.1.2 it is desirable that control be exercised by the Seller or through its agents for the protection and in the interests of all buyers in relation to the nature and type of construction to be erected on all lands within the "Boonah Ridge" estate.

3.2 The Buyer covenants and agrees with the Seller as follows:-

3.2.1 Residential Use

No building other than a Dwelling House shall be erected on the Land together with such other Improvements as may be approved in writing by the Seller.

3.2.2 Previously Erected Building

No Improvements previously erected or previously existing on or attached to other land shall be erected or placed on the Land.

3.2.3 No Second Hand Materials

No substandard or second-hand brick, timber or other materials materials shall be used in the construction of any improvement on the Land.

3.2.4 Carports, Outbuildings, Gardens Sheds

No carports, outbuildings or garden sheds shall be erected on the Land except after or concurrently with and as part of the erection of a Dwelling House. The design, appearance and external colours and materials of all outbuildings must be integrated with the Dwelling House.

3.2.5 Temporary Structures

There shall not at any time be erected or placed or suffered to be or remain on the Land any temporary improvement or anything of a like nature except sheds, workshops or office rooms used for the purpose of the building of permanent improvements upon the Land except for the Estate Sales Office.

The Seller may remove (but shall not be obliged) any temporary improvement on the Land and the costs thereof shall be a debt due on demand by the Seller to the Buyer.

3.2.6 Improvements Not Completed

No improvement in the course of construction upon the Land shall be left for longer than 3 months without substantial work being carried out and total construction time for construction of the Dwelling House and/or garage shall not exceed 12 months.

The Seller may remove any improvement left longer than 3 months without substantial work being carried out on it (but shall not be obliged) and the costs thereof shall be a debt due on demand by the Seller to the Buyer.

3.2.7 Occupation

The Land shall not be used for residential purposes until the construction of the Dwelling House has been completed in accordance with the provisions of the Contract and has been approved for occupation by the Scenic Rim Regional Council or a licensed private Building Certifier.

3.2.8 Caravans

No caravan or mobile home shall be used on or about the Land for residential purposes whether with or without the existence of a Dwelling House upon the Land.

3.2.9 Care and Maintenance

No rubbish shall be allowed to accumulate or be placed upon the Land. If rubbish accumulates upon the Land or if the grass on the Land in the opinion of the Seller needs cutting or trimming, then the Seller, its agents, employees and workmen shall be at liberty (but shall not be obliged) to cut and/or trim the grass or remove such rubbish at any time or from time to time and the costs thereof shall be a debt due on demand by the Seller to the Buyer.

3.2.10 Re-Subdivision

The Land shall not be re-subdivided without the consent in writing of the Seller nor shall any application be made without the prior consent in writing of the Seller to change the permitted use of the Land from single private dwelling residential accommodation.

3.2.11 Construction Obligations

The Land shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builders' waste or other substances whatsoever shall be deposited on adjoining land.

3.2.12 No Rubbish or Garbage

No rubbish or garbage shall be brought onto the Land or allowed to accumulate or be placed thereupon and no spoil or other material shall be dumped thereon. No incinerator or other article connected with the disposal or storage of garbage save domestic rubbish bins shall be brought or used thereon without the prior written approval of the Seller.

3.2.13 Proper Construction of Improvements

All improvements shall be constructed by a registered builder and finished in a good and workmanlike manner and in accordance with the best trade practice and all parts usually painted or stained shall be so painted or stained as soon as practicable. No owner/builder shall be permitted to construct any dwelling on this estate.

3.2.14 Damage to Trees

The Seller has planted numerous trees on public areas forming part of the Estate, including without limitation footpaths, adjoining the Land. If the Buyer or any of the Buyer's employees, agents or independent contractors cause damage to such trees the Buyer shall forthwith repair the damage and where the damage is irreparable, replace each damaged tree with a tree of substantially the same size and species. If the Buyer defaults in its obligations under this paragraph, the Seller may repair the damage caused to any trees or, where the damage is irreparable, replace each damaged tree with a tree of a size and species which the Seller deems fit. The Buyer shall pay to the Seller on demand the cost incurred or payable by the Seller for the repair and replacement of such damaged trees.

3.2.15 The Buyer shall not allow more than two "For Sale" signs (up to a maximum surface area of one square metre each) to be erected on the land at any one time. "For Rent" signs are not allowed on the land.

4. SELLER'S RIGHTS IF BUYER DEFAULTS

4.1 If the Buyer transfers or otherwise disposes of its interest in the Land it shall obtain from the transferee, buyer or disponee a deed of covenant in favour of the Seller whereby the transferee, buyer or disponee agrees to be bound by clause 3 herein as if it was the Buyer named in this Contract.

4.2 Alterations to Special Conditions

The Seller may vary or not enforce the provisions of this clause at any time in respect of the Land or any other land and in that event the Buyer shall have no claim whatsoever against the Seller. The Buyer acknowledges that the Seller may vary the terms of any building covenants sought from subsequent buyers in the Estate.

5. RATES ADJUSTMENT (APPLICABLE IF RATES ASSESSMENT NOT ISSUED)

5.1 Notwithstanding the provisions of Standard Condition 2.5, the following provisions will apply:

The Buyer hereby acknowledges that the Local Authority rates with respect to the property shall on completion be adjusted between the Seller and the Buyer on the basis that an amount of \$400.00 per lot is levied to and has been paid by the Seller in respect of rates for the subject lot or lots for the quarter in which the settlement is effected ("the current quarter").

The Seller hereby undertakes to attend to payment of the rates for the subject property for the whole of the current quarter.

The Buyer is not entitled to deduct any amount from the balance purchase price or demand that any monies be retained by any person on account of rates.

6. G.S.T.

6.1 All Goods and Services Tax (G.S.T.) payable under this contract shall be calculated and paid according to the "Margin Scheme" pursuant to Division 75 of A New Tax System Goods and Services Tax) Act 1999. All G.S.T. payable shall be paid by the Seller.

Buyer

Witness

Seller

Witness