

Annexure "A"

MEADOW SPRINGS - STAGE 28B (Deposited Plan 401585)

Special Conditions

1. Restrictive Covenants

1.1 The Property is sold subject to the restrictive covenants set out below ("Restrictive Covenants") which will be registered against the Certificate of Title to the Property at or prior to settlement:

"A. *The registered proprietor covenants:*

(a) *not to construct, erect or install or permit to be constructed, erected or installed on the Land without the prior written approval of the Transferor or the Transferor's Agent:*

(i) *any dwelling other than a single, private, non-transportable dwelling house having a floor area of 170 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick, stone elevations or painted fibre cement rendered on a flat flush finished surface (with no raises or visible join lines). The area of such dwelling is to be calculated so as to exclude any areas comprised in any carports, garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;*

(ii) *any Dwelling having a roof pitch of less than 20 degrees or greater than 40 degrees, or any Dwelling with a roof constructed of zincalume or any other significantly reflective material;*

(iii) *any Dwelling without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:*

1. *includes a garage door sufficient to completely screen the interior of the garage from the street or laneway;*

2. *is built under the main roof of the Dwelling, or constructed in a manner that matches the Dwelling in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance; and*

3. *includes a driveway and cross-over constructed of the same material being either brick paving or a poured limestone product to the road kerb;*

(iv) *any Dwelling situated on a corner lot which does not address both streets (i.e. by providing bay window, brick gable, return veranda, highlight window etc.);*

(v) *any retaining wall that faces a street frontage unless constructed of limestone blocks of substantially the same colour, texture, size and finish as those used in the surrounding area to the satisfaction of the Transferor or the Transferor's Agent;*

(vi) *any fence (other than an existing fence already erected on any boundary of the Land at the date of purchase by the registered proprietor) unless constructed of Colorbond (with "Terrace" infill panels, posts and rails), limestone or masonry (or some combination thereof) at a nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8 metres;*

- (vii) *any fence forward of the front building line of a Dwelling or any fence to the front boundary facing the street, unless an existing fence has been erected at the date of purchase by the registered proprietor;*
- (viii) *any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:*
 - 1. *is substantially hidden from public view from immediately adjacent streets and parks;*
 - 2. *is not constructed of zincalume or any other significantly reflective material; and*
 - 3. *has a wall height that does not project above the height of any surrounding boundary fence by more than 300mm;*
- (ix) *any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:*
 - 1. *is substantially hidden from public view from immediately adjacent streets and parks;*
 - 2. *is constructed with a pitched roof;*
 - 3. *is not constructed of zincalume or any other significantly reflective material;*
 - 4. *is of a similar colour to that of the housing materials; and*
 - 5. *has a wall height that does not project above the height of any surrounding boundary fence by more than 600mm;*
- (x) *any free-standing structure (including a garden shed) in excess of 36 square metres, unless such structure exactly matches the Dwelling in respect of materials used, design and external appearance including colour and quality of construction;*
- (xi) *any structure attached to the Dwelling, unless such structure matches the Dwelling in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view; and*
- (xii) *any Dwelling unless the ground floor of the structure is constructed entirely on a solid concrete slab on compacted clean fill;*
- (b) *not to park or allow to be parked on the land or on the road reserve next to or adjacent to the land any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the land and are hidden from public view and not visible from the Meadow Springs Golf Course located in the vicinity of the Land ("the Golf Course");*
- (c) *not to permit the construction or erection of a water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturer's instructions and which is hidden from public view from immediately adjacent streets and parks and is not visible from the Golf Course;*
- (d) *not to permit the construction or erection of an air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof of the Dwelling;*
- (e) *not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the land unless first approved by the Transferor's Agent;*

- (f) *not to remove or damage or permit to die any tree provided to the Land or the road verge in front of or to the side of the Land, unless first approved by the Transferor's Agent.*
 - (g) *not to let the front landscaping fall into a state of disrepair or disorder;*
 - (h) *not to use any of the following materials:*
 - (i) *gravel (including blue metal), limestone rumble, pea gravel, crushed brick, gravel limestone mixes; or*
 - (ii) *any similar loose aggregate,**for any landscaping to any part of the Land which is visible from the street; and*
 - (i) *not to erect or display on the Land any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed Dwelling constructed on the Land. Any sign or advertising material erected or displayed on the Land in breach of this covenant may be removed without notice by the Transferor's Agent.*
- B. The above covenants shall endure for the benefit of and run at law and in equity with every allotment on the Plan of Subdivision of which the Land forms part until 31 December 2025 to the intent that the same shall bind the registered proprietor, its transferees, executors, administrators, successors in title and assigns for the benefit of the registered proprietor or proprietors of the remainder of the land comprised in the said Plan of Subdivision or any part or parts thereof.*
- C. In the restrictive covenants set out in paragraph A, the following words have the following meanings:*
- Land*** *means the land herein transferred;*
- Transferor*** *means the registered proprietor of the Land at the time of registration of these restrictive covenants on the certificate of title to the Land; and*
- Transferor's Agent*** *means Mirvac (WA) Pty Ltd of Level 3, 502 Hay Street, Subiaco, Western Australia."*

1.2 The Buyer, for itself and its successors in title, covenants with the Seller to:

- (a) observe and perform the Restrictive Covenants; and
- (b) indemnify the Seller from and against any breach or failure to observe and perform the Restrictive Covenants.

1.3 The Buyer acknowledges that the Property is located near Mandjoogoordap Drive (a road constructed by Main Roads), and agrees to only construct on the Property a single Dwelling in:

- (a) compliance with the Restrictive Covenants;
- (b) accordance with Building Plans to be approved by the Seller prior to the commencement of construction in accordance with clause 4; and
- (c) compliance with the Guidelines in respect of Lots 2187 – 2194 only.

1.4 The Buyer also acknowledges and agrees that the Seller has a right to vary the Restrictive Covenants if necessary or required to do so by Landgate in order to enable the Restrictive Covenants to be registered against the certificate of title to the Property.

2. Special Condition Relating to the Golf Course

- 2.1 The Buyer acknowledges and agrees that due to the position of the Property being near the Meadow Springs Golf Course ("the Golf Course") that there may be some inconvenience or danger or potential hazards in occupying the Property and in particular, the Buyer acknowledges that:
- (a) in some instances there may be inconvenience or danger or damage caused due to errant golf balls being hit onto the Property; and
 - (b) there may be a need for maintenance works to be carried out by machinery operating on the Golf Course outside normal hours.
- 2.2 The Buyer has agreed to purchase the Property being fully aware of and accepting that there may be inconvenience and danger and potential hazards for some of the reasons aforesaid and the Buyer covenants with the Seller that the Buyer shall not take any action of whatsoever nature (whether directly or indirectly) against the Seller (or any subsequent owner of the Golf Course) relating to operation of the Golf Course, the position of the fairways or greens or any part thereof, or maintenance works which may be carried on outside normal working hours.

3. Dividing Fences

- 3.1 Subject to Annexure D, the Buyer:
- (a) covenants with the Seller that so long as the Seller remains registered as the proprietor of any land adjoining the boundaries of the Property, the Buyer will not make any claim against the Seller for any contribution to the cost of erecting any dividing fences or walls under the provisions of the *Dividing Fences Act 1961 (WA)* or otherwise howsoever including any sums or liabilities which the Seller may have incurred with any adjoining owners; and
 - (b) agrees that the provisions of this clause may be pleaded by the Seller as an absolute bar to any action for relief or claim for compensation made by the Buyer against the Seller.
- 3.2 Upon request, the Buyer will provide the Seller with details of all costs of such dividing fences or other information as may be required by the Seller to satisfy any inquiry in that regard by the Buyer of any other lot on the Plan of Subdivision.

4. Supply of Building Plans & Release of Information

- 4.1 Prior to the commencement of construction of a Dwelling or any other structure on the Property, the Buyer shall:
- (a) prepare Building Plans which comply with the Restrictive Covenants;
 - (b) lodge the Building Plans with the Seller's Agent for approval;
 - (c) permit the Seller's Agent to make and retain duplicate copies of such Building Plans; and
 - (d) obtain written approval of the Seller or the Seller's Agent to the Building Plans.
- 4.2 The Buyer must not construct on the Property any dwelling or structure unless the Building Plans in respect of that dwelling or structure have been approved by the Seller's Agent in writing.
- 4.3 The Buyer consents to:
- (a) the collection of Personal Information;

- (b) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the Seller's financiers;
- (c) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:
 - (i) enabling the Seller to comply with and fulfil its obligations under or arising under or in connection with this Contract; and
 - (ii) procuring the provision to the Buyer of products and services contemplated by this Contract; and
- (d) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract.

4.4 The Buyer acknowledges that the:

- (a) Personal Information is held by the Seller subject to the requirements of the Privacy Act and accordingly the Buyer may request access to Personal Information at any time; and
- (b) Buyer may request that Personal Information be corrected and should do so by contacting the Privacy Officer.

5. Resurvey

The Seller makes no warranty in relation to the accurate location of any survey pegs which may be on the Land and is not obliged to maintain any survey pegs marking the boundary of the Property. The Buyer agrees to bear the cost of any replacement pegs or resurvey required to identify those boundaries.

6. Clarification, Modification & Exclusion of General Conditions

- 6.1 Both the Seller and Buyer agree that, for the purpose of clause 3.2(b) of the General Conditions, the "reasonable time before the Settlement Date" referred to shall be five (5) clear working days (not including either the day on which the transfer is received by the Seller or the day of settlement).
- 6.2 Clause 4.2 of the General Conditions shall be modified to the extent that the Seller will not be liable to allow for compensation to the Buyer at the Prescribed Rate on the balance of the Purchase Price payable at Settlement for any reason.
- 6.3 (a) It is agreed that clauses 7.3, 7.4, 7.5 and 7.6 of the General Conditions shall not apply and that land tax shall be adjusted between the Seller and the Buyer irrespective of the purpose for which the land has been purchased. Land tax shall be adjusted on the basis the property is the only land of which the Seller is the owner within the meaning of the *Land Tax Assessment Act 2002 (WA)*. If a separate land tax assessment is not issued for the Property the land tax to be apportioned will be calculated in accordance with the following formula and with reference to the Land Tax assessment for the land of which the Property forms part:

$$\frac{A \times B}{C}$$

Where:

- A = land area of Land
- B = bulk assessment amount
- C = land area in the bulk assessment

- (b) The Buyer is aware that the Seller is a land developer and as a consequence receives a bulk assessment from the Office of State Revenue ("Bulk Assessment") for all land tax payable by the Seller in respect of its entire land holdings. Regardless of any clause in the General Conditions that might otherwise oblige the Seller to pay land tax in relation to the property at or prior to settlement the Buyer acknowledges and agrees that the Seller will not be required to pay any land tax in respect of the property until the Seller has received its Bulk Assessment. The Seller undertakes to the Buyer to pay its Bulk Assessment within the time frame stipulated for payment in the Bulk Assessment. The Buyer must pay the Buyer's proportion of Land Tax at settlement.
- (c) If a separate land tax assessment is issued for the Property the Land Tax to be apportioned will be the "Proportional Tax" value shown on the Certificate of Liability for Land Taxes and it is this amount that will be adjusted irrespective of the single ownership value of the Property or the fact that the Seller may own other land.

6.4 Clauses 13.2, 13.3 and 13.5 of the General Conditions are deleted, and without limiting the Seller's representations and warranties given elsewhere in the Contract, the Seller represents and warrants to the Buyer and the Buyer accepts that:

- (a) as at the Contract Date, the Western Australian Planning Commission has granted approval for the subdivision of the Lot from the Original Land on conditions which are acceptable to the Seller; and
- (b) the Seller will use its best endeavours to procure approval on a subdivision plan from the Western Australian Planning Commission and will further use its best endeavours to ensure that plan is In Order for Dealing at Landgate as soon as is reasonably and practically possible.

6.5 Clause 15 of the General Conditions shall not apply and any error or misdescription in respect of the Property will be dealt with as set out in clause 9 of this Annexure.

6.6 Clause 26.5(a) of the General Conditions is deleted and replaced with the following:

"The Buyer must not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the Seller. The Seller may assign or novate its rights, obligations and interests under the Contract without the consent of the Buyer."

6.7 If the Seller assigns or novates its rights, obligations and interests under the Contract to a third party:

- (a) the Buyer must enter into a deed with the third party in the form required by the Seller and which has the effect of substituting the Seller with the third party under the Contract; and
- (b) from the date of assignment or novation, the Seller will be released from all of its obligations under the Contract.

6.8 The Buyer, having made its own enquiries, agrees not to make Requisitions on Title to the Seller who makes no representations and gives no warranties in relation to the Property other than those specifically contained in this Contract and in the General Conditions.

7. GST Notification

Clauses 18.1 and 18.2 of the General Conditions are hereby excluded, and the Seller advises the Buyer and the Buyer acknowledges that the Seller elects to sell under the "Margin Scheme" as set out in Division 75 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and that the Purchase Price includes the Seller's liability to pay GST calculated under the Margin Scheme.

8. Buyer's Acknowledgements With Respect to the Development

8.1 The Seller advises the Buyer and the Buyer acknowledges and agrees (and undertakes to make any subsequent buyer of the Property aware via appropriate notifications in any sale contract for the Property) that:

- (a) the certificate of title to the Property will be encumbered by a memorial (also known as a notification) advising that the Property is in close proximity to mosquito breeding areas and that mosquitos are potential carriers of Ross River Virus and other diseases;
- (b) retaining walls and/or fences may have been erected by the Seller within the boundaries of the Property. The Buyer acknowledges that it has satisfied itself as to the location and construction of the retaining walls and/or fences and any building restrictions which may result;
- (c) the Buyer has satisfied itself with respect to the physical characteristics of the Property, including (but not limited to) soil types, levels, slopes and vegetation and any impacts including (but not limited to) building restrictions or costs which may result;
- (d) the Outline Development Plan ("ODP") for the balance of the estate of which the Property forms part is subject to ongoing review by the Seller and the Seller's Agent. As such, neither the Seller nor its agent makes any representation or warranty to the Buyer in relation to any matter which may be the subject of a future ODP revision or subdivision application, including but not limited to:
 - (i) road configurations (which may include future roads connecting to the road which the Property fronts at a point directly opposite the Property);
 - (ii) the location, size and configuration of public open space areas; or
 - (iii) schools, residential or commercial areas not already existing.

By its execution of this offer, the Buyer advises that it has satisfied itself as to the potential impacts on the Property arising from future changes to the ODP and any subdivision applications which may be lodged thereunder, including but not limited to traffic volumes on the street which the Property fronts and other nearby streets. The Buyer undertakes not to make any objection to any future revisions to the estate ODP or subdivision applications which may be lodged by the Seller or its agent for approval with any relevant authority, and in the event that the Buyer does make an objection in contravention of this clause, the Buyer constitutes the Seller to be the Buyer's proper and lawful attorney on its behalf to withdraw such objection;

- (e) in the event that the land the subject of this offer is only a proposed residential lot to be created by subdivision:
 - (i) the Seller shall use its best endeavours to complete the subdivision of the land of which the Property forms part so as to create the Property and achieve the issuance of a separate Certificate of Title to the Property;
 - (ii) the Buyer shall not at any time prior to settlement of this Contract of Sale be entitled to caveat the Property or any other property of which the Property currently forms part;
 - (iii) notwithstanding the Settlement Date nominated in this Contract of Sale, settlement of the purchase of the Property by the Buyer cannot proceed until the Certificate of Title to the Property has issued. The Buyer acknowledges that Dwelling construction may not commence until after settlement has taken place, and agrees that the Seller will not be responsible for any additional building costs or any other costs that may result from settlement being delayed until the Certificate of Title to the Property has issued.
- (f) there will be continuing surveying, engineering and construction works in the vicinity of the Property with respect to the completion of the Meadow Springs development by the Seller;

- (g) the Seller may carry out all works of demolition, construction and development required by the Seller for any purpose connected with the Meadow Springs development; and
- (h) there may be nuisance, noise, dust or other discomfort to the Buyer as a result of the above works and activities.

8.2 The Buyer must not:

- (a) make any objection to the works, activities or discomfort to the Buyer contemplated by clauses 8.1(g) and 8.1(h);
- (b) delay or refuse to effect settlement or withhold any of the moneys payable by the Buyer at Settlement, because of any works, activities or discomfort to the Buyer contemplated by clauses 8.1(g) and 8.1(h); or
- (c) make any claim for a reduction in the Purchase Price or compensation on account of the execution of any works, activities or discomfort to the Buyer contemplated by clauses 8.1(g) and 8.1(h).

8.3 The Buyer acknowledges and agrees that:

- (a) the Dwelling will be constructed near Mandjoogoordap Drive and may be subject to increased noise levels;
- (b) the sales and information centre ("Centre") is a temporary building which is located in close proximity to the Property. The Buyer acknowledges that the Centre will continue to operate for many years following the Contract Date, and that the City of Mandurah has granted reciprocal rights to the Seller to use the parking along the perimeter of the Quarry Adventure Park. The Buyer also acknowledges that from time to time, customers of the Centre and the general public may park their vehicles around the perimeter of the Quarry Adventure Park;
- (c) there is an amphitheatre in the southern portion of the Quarry Adventure Park which is located in close proximity to the Property. The Buyer acknowledges that the Seller is working in conjunction with the City of Mandurah to promote the amphitheatre for potential events and activities. Further, the Buyer acknowledges that from time to time, users of the amphitheatre and the general public may cause noise and parking issues around the amphitheatre during the times when such concerts or activities are held; and
- (d) the deposit payable by the Buyer to the Seller is non-refundable in the event the Buyer does not:
 - (i) submit an application for finance or use their best endeavours to obtain finance approval; or
 - (ii) comply with their obligations under the Contract.

9. Errors & Misdescriptions

9.1 In this clause:

- "Area" means the area of the Property;
- "Boundary" means any boundary of the Property;
- "Encumbrance" means any legal restriction or encumbrance (including but not limited to easements) on the Property;

"Sales Plan" means the plan attached to this Contract or previously given to the Buyer which identifies the Property; and

"Subdivision Plan" means the subdivision plan or diagram approved by the Titles Office as being in order for dealings on which the Property is shown.

- 9.2 If the Area or a Boundary shown on the Sales Plan varies by 5% or less from the Area or a Boundary shown on the Subdivision Plan the error or misdescription of the Property will not annul the sale and nor will such variation entitle the Buyer to compensation.
- 9.3 If the Area or a Boundary shown on the Sales Plan varies by more than 5% from the Area or a Boundary shown on the Subdivision Plan, or subject to clause 11 the Property is affected by an encumbrance not indicated on the Sales Plan, the Buyer may terminate the Contract by notice in writing to the Seller at any time prior to the Settlement Date.
- 9.4 Subject to clause 8.4(d), if the Buyer terminates the Contract under clause 9.3, the Seller must return the Deposit to the Buyer and neither party shall have any claim against the other.
- 9.5 If the Buyer does not terminate the Contract under clause 9.3, the Buyer will be deemed to be satisfied with the Property and the error or misdescription of the Property will not annul the sale and nor will the Buyer be entitled to compensation.

10. Discharge of Mortgage and Sale of Land Act Notice

- 10.1 Any Mortgage affecting the Property is to be discharged from the Certificate of Title to the Property on or before Settlement.
- 10.2 At Settlement, as much of the Deposit and all other amounts payable by the Buyer under this Contract as are required to discharge any Mortgages affecting the Property, are to be paid to a certificated legal practitioner and applied by them in or towards discharging such Mortgages.
- 10.3 For the purposes of sections 7 and 14 of the *Sale of Land Act 1970* (WA), the Seller gives the Buyer notice that the Subdivision Land of which the Property forms part is subject to the Mortgages (if any) registered against the Certificate of Title to the Subdivision Land.
- 10.4 For the purposes of section 8 of the *Sale of Land Act 1970* (WA), the Buyer consents to the Seller further encumbering the Seller's interest in the Subdivision Land by granting one or more other mortgages over the whole or any part of the Seller's interest in the Subdivision Land.
- 10.5 This clause 10 will prevail over the other provisions of this Contract to the extent of any inconsistency.
- 10.6 In this clause 10:

"Mortgage" currently means any mortgage(s) of the Subdivision Land registered at Landgate, as at the Contract Date; and

"Subdivision Land" means all of the land comprised in the Plan of Subdivision.

11. Encumbrances

- 11.1 The Property is sold subject to and the Buyer accepts the Property subject to and with the benefit of (as applicable), the following Specified Encumbrances:
- (a) all easements and restrictive covenants, memorial or notification indicated on the Plan of Subdivision;
 - (b) any easements for support, shelter, protection and services expressed or implied by virtue of the *Transfer of Land Act 1893* (WA);

- (c) subject to clause 1.4, the Restrictive Covenants; and
- (d) any notification created pursuant to the *Planning and Development Act 2005* (WA) or the *Transfer of Land Act 1893* (WA), including notifications generally in the terms described in clause 8.1,

and the Buyer must not make any objection, delay or refuse to effect Settlement, make any claim for a reduction in the Purchase Price or make any claim for compensation or damages arising from or in connection with any of the matters specified in this clause.

12. Variation

- (a) Subject to clause 12(b), an amendment or variation to this Annexure is not effective unless it is in writing and signed by the parties.
- (b) Notwithstanding clause 12(a) above, the Seller is at liberty to unilaterally vary or waive any of clause in this Contract with regard to the sale of any other lot in the Plan of Subdivision currently held by the Seller.

13. Entire Agreement

This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and contains all of the representations, warranties and agreements of the Parties in relation to the subject matter of the Contract as at the date of this Contract, and each Party acknowledges that it has not relied on any oral statement, representation, undertaking or agreement made on or before the date of this Contract relating to the subject matter of this Contract and but which is not contained in this Contract.

14. Guarantee

If the Buyer (or if the Buyer comprises more than one person, any of the Buyers) is a corporation then the Buyer must procure the entry into the Guarantee by all directors (and if required by the Seller, shareholders) of the corporate Buyer at the same time the Buyer executes this Contract.

15. Definitions

- 15.1 Terms used but not defined have the same meaning as they do in the General Conditions.
- 15.2 If there is any inconsistency between the terms of the Contract and the terms of these Special Conditions then the terms of these Special Conditions shall prevail.
- 15.3 In this Contract unless the context otherwise requires:
 - (a) "Building Plans" means house design plans and specifications of the dwelling house and other structures, if any, proposed to be constructed on the Property;
 - (b) "Contract" means this contract (including all annexures and schedules) as amended, varied or supplemented from time to time;
 - (c) "Dwelling" means the dwelling house to be constructed by the Buyer on the Property in accordance with clause 4;
 - (d) "General Conditions" means the 2011 Joint Form of General Conditions for the Sale of Land;
 - (e) "Guarantee" means a guarantee in the form annexed as Annexure C;
 - (f) "Guidelines" means the Quiet House Design Guidelines endorsed by Main Roads and annexed as Annexure E;

- (g) "Main Roads" means Main Roads Western Australia;
- (h) "Parties" means the Seller and the Buyer according to this Contract;
- (i) "Personal Information" means all personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise collected by the Seller whether prior or after the Contract Date;
- (j) "Plan of Subdivision" means the draft plan of subdivision the registration of which creates the Property as a separate lot and which is annexed to this Contract as Annexure F;
- (k) "Privacy Act" means the *Privacy Act 1998* (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made or issued under that Act, as amended from time to time;
- (l) "Privacy Officer" means the "Mirvac Privacy Officer", Level 26, 60 Margaret Street, Sydney NSW 2000, Telephone: 02 9080 8000, Facsimile: 02 9080 8198, Email: privacy@mirvac.com.au;
- (m) "Quarry Adventure Park" means Lot 1890 on Deposited Plan 73199 in Certificate of Title Volume LR3162 Folio 435, being Crown land reserved for public recreation;
- (n) "Settlement" means the actual settlement and completion of the sale and purchase of the Property; and
- (o) "Seller's Agent" means Mirvac (WA) Pty Ltd of Level 3, 502 Hay Street, Subiaco, Western Australia.

The Buyer declares that it has read the contents of this Annexure and agrees with the terms and conditions therein:

Signature of Buyer

Full Name of Buyer (Print)

Date