

ANNEXURE A
SPECIAL CONDITIONS

1. RISK

The Property is at the Buyer's risk on and from the Contract Date.

2. INSURANCE AND CONDITION OF PROPERTY

2.1. Deterioration

Despite any rule of Law or equity to the contrary:

- (a) the Buyer must accept the Property with; and
- (b) the Buyer cannot make any objection, requisition or claim for damages or compensation in relation to any deterioration or damage that occurs after the Contract Date.

2.2. Removal of rubbish etc

Notwithstanding any obligation to give the Buyer possession of any part of the Land, the Seller is not obliged to:

- (a) remove any rubbish from the Land;
- (b) remove any items, personal or chattels that are not included as part of the Property;
- (c) remove or have any tenant remove any tenant's fixtures from the Land,

(the **Reserved Items**) and the Buyer will accept the Property with all Reserved Items located on the Property on the date of settlement. The Seller gives no warranty as to ownership of any of the Reserved Items.

3. ACCEPTANCE OF PRESENT CONDITION

3.1. The Buyer is taken to have inspected the Property and accept it in its present condition "as is where is" and subject to:

- (a) any legal, physical, patent or latent defects;
- (b) all existing ways easements and encroachments (if any) and to all statutes affecting the same or any part or parts thereof and to all orders and regulations made thereunder respectively; and
- (c) all requisitions, orders and notices whatsoever issued by any competent authority in respect of the Property and requiring works to be performed on, about or in respect of the Property.

4. BUYER'S ACKNOWLEDGEMENT

4.1. The Buyer:

- (a) does not rely on, and has not been induced to enter into this Contract by, any information provided or statements about the Property, or representations or warranties either express or implied made by or on behalf of the Seller, the

Seller's agent or their respective employees or agents, other than as set out in this Contract;

- (b) acknowledges that it has not been induced to enter into this Contract, and has relied on its own advice, enquiries and commercial judgement in entering into this Contract;
- (c) must not Object to or make any Claim against the Seller, who makes no warranties about the Property, and has satisfied itself in relation to all matters in relation to the Property, including, but not limited to the following:
 - (i) rights and privileges relating to the Land and/or the Property;
 - (ii) the existence or non-existence of any defects (latent or patent) affecting the Property or the title to the Property;
 - (iii) any immaterial or material error in the description or particulars of the Property, the title of the Property, or the boundaries or area of the Land;
 - (iv) the existence of any Encumbrances, encroachments, heritage status, notices or history affecting the Property (whether adversely or not);
 - (v) any walls or fences on the Land that should be on the boundaries of the Land but which are not;
 - (vi) the state of repair and condition, quality, quantity, structural soundness and absence or otherwise of impediments, faults, inadequacies and defects in the Property or any improvements on the Land, and whether or not the construction or use of the Property is, or will be, lawful;
 - (vii) whether or not the Property, the improvements on the Land (including any pool) and any occupation of those improvements comply with all obligations under any law including without limitation *Building Act 1975* (Qld), *Building Code of Australia*, *Fire and Rescue Service Act 1990* (Qld) and the *Building Fire Safety Regulation 2008* (Qld);
 - (viii) the fitness and suitability of the Property for the purposes the Buyer wants it;
 - (ix) the zoning, restrictions and potential use of the Property, including the lawful purposes for which the Property may be used, or the suitability of the Land for future development;
 - (x) the existence or otherwise of necessary approvals and licences from any Authority relating to the Property, including any failure to comply with any approvals or licences and the state of any conditions under those approvals;
 - (xi) the future economic feasibility, viability and economic return of the Property or use of the Property;
 - (xii) whether there are any requirements of any Authority relating to the Property, including notices requiring the doing of work in respect of the Property, enforcement notices, resumptions, road dedications, road widenings and similar things;

- (xiii) the means of access to the Property;
 - (xiv) whether any services (such as electricity, telecommunications, sewerage and water) are connected to the Property or available to the Land;
 - (xv) whether any services and systems relating to the Property (for example: irrigation systems, lifts and airconditioning systems) are operative and in good repair;
 - (xvi) whether the Property is dedicated as a protected area of any class mentioned in section 14 of the *Nature Conservation Act 1992* (Cth) or is affected by a conservation agreement or conservation plan pursuant to the Act;
 - (xvii) whether the Property is entered on the Heritage Register or is the subject of a stop order, restoration order or non-development order or is in a declared protected area or in a restricted zone pursuant to the *Queensland Heritage Act 1992* (Cth);
 - (xviii) whether there exists any claim for an interest in the Property by an Australian Aboriginal People pursuant to the *Aboriginal Land Act 1991* (Qld), the *Native Title Act 1993* (Cth) or the *Native Title (Queensland) Act 1993* (Qld);
 - (xix) the existence of any asbestos in or around the Land;
 - (xx) whether the Land is affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal in relation to a tree or trees on the Land;
 - (xxi) any adverse Claims against, or current or threatened litigation by any person claiming an estate or interest in, the Property;
 - (xxii) the GST treatment of the supply of the Property to the Buyer or the ability to obtain any GST exemptions or concessions;
 - (xxiii) the existence, currency or adequacy of any insurance policies held in connection with the Property;
 - (xxiv) the accuracy of any statement made or information contained in an information memorandum or similar document prepared by or on behalf of the Seller;
 - (xxv) the value of the Property; and
 - (xxvi) any independent reports that the Seller gave the Buyer before the Contract Date;
- (d) acknowledges that the Seller, in entering into this Contract, has relied on and been induced by the acknowledgements, representations and warranties made by the Buyer in this Contract and but for these assurances, the Seller would not have entered into this Contract;
- (e) has determined to enter into this Contract or continue with this Contract and proceed to settlement regardless of the matters referred to in this Special Condition 4; and

- (f) agrees that the Buyer will not be materially prejudiced by any of the matters referred to in this Special Condition 4. The Buyer cannot Object to or make any Claim against the Seller in relation to any matter referred to in this Special Condition 4.

5. INCONSISTENCIES

Where there is any inconsistency between the terms of the Standard Terms and these Special Conditions the terms of the Special Conditions shall prevail to the extent of that inconsistency.