

EAST NEWMAN STAGE 3A  
REGISTRATION OF INTEREST  
TERMS AND CONDITIONS

1. Purchasers are eligible to register either as an individual, jointly with another person, as a director or shareholder of a company or trustee for a trust, however substitute or additional entities will not be permitted.

The registration must be made in the exact same name as will appear on the Sales Contract – THERE WILL BE NO SUBSTITUTE OR ADDITIONAL PROSPECTIVE PURCHASERS PERMITTED.

2. The land release is open to all parties.
3. Only one registration will be accepted from each prospective purchaser whether this is as an individual, jointly with another person or by a company or trust.
4. A prospective purchaser must not submit more than one registration.
5. Where a prospective purchaser submits a registration as an individual, the prospective purchaser must not submit a further registration through:
  - (a) a company (as a director, secretary or otherwise);
  - (b) a trust where the prospective purchaser is a beneficiary or trustee of the trust; or
  - (c) an individual on the prospective purchaser's behalf or in conjunction with the prospective purchaser.
6. Where a prospective purchaser submits a registration as a company, the prospective purchaser must not submit a further registration in a director's or shareholder's personal capacity or through a related body corporate (as defined in the Corporations Act 2001 (Cth)).
7. Where a prospective purchaser submits a registration as trustee for a trust, the prospective purchaser must not submit a further registration through a beneficiary of the trust.
8. Prospective purchasers are advised that if a prospective purchaser is a business operating through a company or otherwise, then that entity operating the business will only be entitled to purchase one of the lots if:
  - (a) it is a company which holds a current ACN; or
  - (b) the business is a business holding an ABN only, then the registration must be made by the person(s) who are the registered proprietors of the business only, and the Sales Contract will only be accepted in the same name.
9. A Statutory Declaration will also be required to be completed by prospective purchasers in a form required by LandCorp and being in the form annexed at the time the purchaser submits an offer for a lot ("**Offer**") (and which, if accepted by LandCorp, shall be the sales contract) ("**Sales Contract**"). The statutory declaration will provide for a declaration in respect of the

matters mentioned above. Please note that it is a serious offence to knowingly enter into a false Statutory Declaration.

10. If it is found that a prospective purchaser ((whether on its own behalf or through a trust, an individual or related body corporate) has lodged more than one registration of interest, then that prospective purchaser (or purchasers) may, at LandCorp's discretion, be disqualified from this land release.
11. The registration made by a prospective purchaser does not constitute an offer to purchase any lot to be made available for sale, and does not establish any contractual rights. The sole purpose of the registration of interest is to indicate an interest in purchasing one of the lots within this release within East Newman Stage 3 and which may become available for purchase. LandCorp does not in any way guarantee that a lot will be offered to each person(s) or entity lodging a registration of interest.
12. All eligible registrations received by LandCorp will be entered into a random draw. The draw will take place on Friday 17 February 2012 in accordance with a Registration of Interest process determined by LandCorp in its absolute discretion and which will be supervised by an external probity auditor appointed by LandCorp.
13. All eligible registrations of interest received will be entered into the random draw. The prospective purchaser acknowledges that the order of the draw will determine the prospective purchaser's place on a priority list to be offered an opportunity to make an Offer to purchase a lot within this release. However, the prospective purchaser also understands that because there may be a high demand for lots within this release, LandCorp does not in any way guarantee that the prospective purchaser will be offered the opportunity to purchase a lot.
14. From Saturday 18 February 2012 the first five (5) successful applicants be will contacted by the real estate agent, Gen Bartlett and invited to submitted an offer to purchase a lot of their choice (subject to availability). Every 48 hours this process will be repeated until all lots are sold.
15. Any Sales Contract entered into with LandCorp in respect of a lot within this land release at East Newman Stage 3 will be in a form required by LandCorp (and being substantially in the form annexed) and at the relevant purchase price specified in the Price List annexed. The Offer is required to be returned to LandCorp's appointed agent, Gen Bartlett by the prospective purchaser within 2 weeks of the Offer being provided to the prospective purchaser. The prospective purchaser must also provide a cheque at the time of submitting the Offer totalling 10% of the purchase price payable to LandCorp, (representing the deposit payable to LandCorp under the Offer). LandCorp shall be under no obligation to accept the Offer (and for such Offer to then become a Sales Contract). If LandCorp does not accept the Offer, it will arrange to return the deposit to the prospective purchaser.

16. If a prospective purchaser submits an Offer to LandCorp, then the Offer shall be unconditional other than any condition stating that it is a condition of the Offer being subject to finance approval (if required). Finance approval (if required) shall be required to be obtained within 30 days of the date of acceptance of the Offer by LandCorp.
17. The purchaser will be required to complete construction of suitable dwelling within 30 months of the settlement date. LandCorp may exercise its right to repurchase the lot if construction is not completed within 30 months of the settlement date.
18. LandCorp reserves the right to refuse any registration of interest or not to respond to any registration of interest as determined by LandCorp and without LandCorp being required to give any reason including but not limited to, if LandCorp determines that any information given by the prospective purchaser in the registration of interest is misleading, untrue or in any way incorrect.