

contract for sale of land or strata title by offer and acceptance



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2020
FOR USE BY REIWA MEMBERS
000007674194



NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more, Withholding Tax **may** apply to this Contract (see 2018 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: **Hanson Property Group Pty Ltd**
ACN: 060 191 826 ABN: 41 042 756 971
1/12 Napoleon Promenade, Vasse WA 6280 | Correspondence to: PO Box 139, Vasse WA 6280
Tel: (08) 9755 8234
info@hansonproperty.com.au

As Agent for the Seller / ~~Buyer~~

THE BUYER (FULL NAME AND ADDRESS)

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and the Special Conditions.

SCHEDULE

The Property at:

Proposed Lot of Dawson Residential Estate Vasse Stage 5A (Certificate of Title not yet issued) as shown on the Plan of Subdivision set out at Annexure E

Lot Deposited/Survey/Strata/Diagram/Plan Whole / Part Vol Folio

A deposit of \$ of which \$ is paid now and \$ to be paid within days of acceptance

to be held by **Hanson Property Group Trust Account**

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date **In Accordance with Annexure A, Special Condition 4**

Property Chattels including **Vacant Land**

GST WITHHOLDING

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER
(NB. If blank, can be any Lender)

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

SPECIAL CONDITIONS

1. The Seller and the Buyer agree and acknowledge that Annexures A, B, C, D, E, F & G are incorporated into and form part of this Contract. (initials)

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

contract for sale of land or strata title by offer and acceptance



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2020
FOR USE BY REIWA MEMBERS
000007674194



CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.
If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to the Lender using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end under Clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) written Finance Approval has not been obtained or the Finance Application has been rejected; and
- (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
- (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;
- then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; and
- (b) the Buyer has given an Approval Notice to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time the Buyer has not given an Approval Notice or a Non Approval Notice to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender the information referred to in Clause 1.6(a).

2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller.
3. The 2018 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2018 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

- Amount of Loan** means either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.
- Approval Notice** means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.
- Finance Application** means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract.
- Finance Approval** means:
- (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender; and
 - (b) for the Amount of Loan; and
 - (c) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;
 and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means:

- (a) the lender nominated in the Schedule; or
- (b) if no lender is nominated in the Schedule, any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Non Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained.

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Perron Developments Pty Ltd (ACN 000 230 446) of 4 Plain Street, East Perth; and

Stawell Pty Ltd (ACN 079 265 222) of 10 Ord Street, West Perth

EMAIL: The Seller consents to Notices being served at: settlements@hwle.com.au and info@hansonproperty.com.au

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2018 General Conditions
4. Other

Signature	Signature
-----------	-----------

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2018 General Conditions
3. Other

Signature	Signature
-----------	-----------

CONVEYANCER The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

BUYER'S REPRESENTATIVE

Name	
Signature	

SELLER'S REPRESENTATIVE

Name	HWL Ebsworth Lawyers
Signature	

COPYRIGHT

The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA. 05/20

ANNEXURE A
SPECIAL CONDITIONS FOR STAGE 5A DAWSON RESIDENTIAL ESTATE (PRE-TITLE)

1. Discharge of mortgage and Sale of Land Act notice

- (a) The Seller gives the Buyer notice of the mortgages and other Encumbrances which are registered against the title for the Original Land, as shown on the copy of the certificate of title annexed as Annexure D.
- (b) The Seller confirms that any mortgage affecting the Land will be discharged at or prior to Settlement, and the Deposit and all other money payable under the Contract will be paid to Hanson Property Group Trust Account to be applied by them in or towards discharging the mortgage.
- (c) The Buyer consents to the Seller further encumbering the Original Land (including the Land), whether by granting a mortgage or otherwise, on the basis that any mortgage affecting the Land will be discharged at or prior to Settlement.

2. Finance Clause

If the Finance Clause applies to the Contract, the parties acknowledge and agree that:

- (a) the definition of "Non Approval Notice" in clause 1.9 of the Finance Clause is deleted and replaced with:

"Non Approval Notice means a document provided by the Lender confirming or stating that the Finance Application has been rejected or Finance Approval has not been obtained, which is to be given by the Buyer (or the Lender) to the Seller, or Seller Agent."
- (b) the Buyer has represented to the Seller, and the Seller has entered into this Contract in reliance on the Buyer's representation, that the Buyer has made all due enquiries with a bank or other financial institution to satisfy itself that there is no impediment to the Buyer's ability to apply for and obtain the Finance Approval within the time provided under the Finance Clause;
- (c) if by the Latest Time the Buyer has not given either an Approval Notice or Non Approval Notice to the Seller or Seller Agent, then notwithstanding clause 1.7(c) of the Finance Clause, the Seller may without prejudice to its other rights and remedies against the Buyer:
 - (i) give a Default Notice to the Buyer; and
 - (ii) if the Buyer fails to remedy the default within the time required under the Default Notice, terminate the Contract by written notice to the Buyer, and upon such termination:
 - (1) the Seller is entitled to forfeit the Deposit paid by the Buyer (to the extent it does not exceed 10% of the Purchase Price); and
 - (2) all other monies paid by the Buyer, after deducting the amount forfeited under special condition 2(c)(ii)(1), will be repaid to the Buyer.

For the avoidance of doubt, nothing in this special condition 2 is intended to limit or affect the Seller's right to terminate the Contract under another provision of clause 1 of the Finance Clause.

3. Deposit

The Buyer agrees that the Deposit paid to Hanson Property Group Trust Account will not be held in an interest bearing account.

4. Settlement and the Settlement Date

- (a) Subject to special condition 4(b), the Settlement Date shall be 21 days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Land.

INITIAL HERE

Buyer X _____ Buyer X _____

- (b) In the event that a date is inserted under the heading "Settlement Date" in the Schedule to the Contract for Sale of Land or Strata Title by Offer and Acceptance form, the Settlement Date shall be the later of that date and the date calculated in accordance with special condition 4(a).
- (c) The Buyer and Seller agree that Settlement must occur as an Electronic Settlement only, and the parties must each do all things necessary to ensure that Settlement is effected as an Electronic Settlement.

5. Protective covenants

- (a) The Buyer acknowledges and accepts that the Seller sells the Land subject to the protective covenants specified in Annexure B to the Contract ("Protective Covenants"), which shall be registered as an Encumbrance (restrictive covenant) against the Land at or prior to Settlement.
- (b) The Buyer shall at all times observe and comply with the Protective Covenants.
- (c) The Buyer acknowledges and agrees that:
 - (i) notwithstanding that other land forming part of the Original Land may also be subject to covenants similar to the Protective Covenants, the Buyer has not entered into the Contract in reliance on those protective covenants being in place or being enforced by the Seller or any other person; and
 - (ii) the enforcement of those protective covenants shall be at the Seller's sole discretion, and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the registration or non-registration of protective covenants over that other land, or in relation to the enforcement or non-enforcement of those protective covenants (if any); and
 - (iii) the Seller may, at its discretion, modify the protective covenants (if any) that apply to other land forming part of the same estate in which the Land is located, and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to this.

6. Easements, notifications and memorials

The Buyer acknowledges and agrees that:

- (a) as at the Settlement Date, the Land may be encumbered by one or more Encumbrances, including without limitation easements, notifications and memorials (in addition to those notified under the Contract):
 - (i) which are required by the Planning Commission and other Authorities as a condition of approving the subdivision of the Original Land in or substantially in accordance with the plan annexed to the Contract as Annexure E ("Plan"); and
 - (ii) which may not be shown on the Plan as at the Contract Date;
- (b) the following may be included as one of the Encumbrances referred to in special condition 6(a):
 - (i) notification that the Land is in close proximity to known mosquito breeding areas, and that the predominant mosquito species is known to carry viruses and other diseases;

INITIAL HERE

Buyer X _____ Buyer X _____

- (ii) notification that any residential development on the Land must include a soakwell in a specified location and in accordance with a specified design as set out in special condition 7(d);
 - (iii) drainage easements for drainage infrastructure;
 - (iv) restrictive covenants restricting vehicular access onto certain lots other than from the rear laneways servicing those lots; and
 - (v) restrictive covenants restricting vehicular access from:
 - (1) Lots 454, 458, 459, 462, 463, 467 and 468 on to Talma Circuit; and
 - (2) Lot 141 on to Selago Avenue;
- (c) the Buyer will buy the Land subject to the Encumbrances referred to in this special condition 6, and the Buyer:
- (i) will have no right to terminate the Contract or to defer or delay Settlement because of the Encumbrances; and
 - (ii) shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the sale of the Land subject to those Encumbrances.

7. Development controls

- (a) The Buyer acknowledges and accepts that the City of Busselton and other Authorities having jurisdiction over such matters may impose certain development controls in relation to the development and use of the Land, and the Buyer:
- (i) will have no right to terminate the Contract or to defer or delay Settlement; and
 - (ii) shall have no claim whatsoever (for compensation or otherwise) against the Seller,
- in relation to any development and other controls which may be imposed by the City of Busselton or other Authorities in connection with the development and use of the Land.
- (b) Without limiting the foregoing, the Buyer acknowledges and agrees that:
- (i) any residential development must be in accordance with the Residential Design Codes 2010 (as amended) (**R-Codes**), with reference to the R-Code specified on the plan of subdivision annexed as Annexure E, unless otherwise varied by a local development plan, including the final version of the Local Development Plan (a draft of which is annexed as Annexure F) (**LDP**);
 - (ii) the Seller will provide a copy of the final approved LDP prior to Settlement;
 - (iii) deviations from the requirements under the R-Codes are subject to approval by the City of Busselton;
 - (iv) the LDP applies to the Land and contains development provisions which affect, among other things, building design and development on the Land; and
 - (v) the Buyer shall at all times observe and comply with the LDP.
- (c) The Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation in relation to restrictions on the development and use of the Land

INITIAL HERE

Buyer X _____ Buyer X _____

as a result of the requirements imposed by the R-Codes or any other matters mentioned in this special condition 7.

(d) The Buyer acknowledges and agrees:

(i) that any residential development on the Land must include soakwells within the front setback between 0.5 metres and 3 metres from the primary street of the Land, and that soakwell must be designed to comply with the City's standard requirements of 1m³ of storage for every 65m² of impervious area on the Land, except for:

(1) Lots 458 and 459, where the soakwells on each of these Lots must be installed within the setback between 2.1 metres and 4.4 metres of the common boundary between Lots 458 and 459; and

(2) Lots 462 and 463, where the soakwells on each of these Lots must be installed within the setback between 2.1 metres and 4.4 metres of the common boundary between Lots 462 and 463,

on the basis that the soakwells on Lots 458, 459, 462 and 463 will not be installed adjacent to the primary street of the Land.

For the avoidance of doubt, the location of the soakwells is shown in the plan annexed to this Contract as Annexure E; and

(ii) that following the construction of any residential development on the Land, to promptly report to the Seller (in writing) any groundwater issues that become evident, and permit the Seller, at the Seller's own cost, to carry out any rectification works that may be required to satisfy the requirements of the City of Busselton. The Buyer agrees that the Buyer will have no right to claim compensation in relation to the Seller exercising its rights under this special condition 7(d), including any rectification works required on the Land.

(e) The Buyer acknowledges and agrees that:

(i) uniform fencing is required along the boundaries of Lots 166 - 171, 173, 482 and 483; and

(ii) if the Land is any of these Lots, any such uniform fencing shall comprise limestone piers at boundary corners and a limestone base wall with a 1.5 metre high open style infill fencing,

except that if the Land is Lot 166:

(iii) the fence on the western boundary of the Land will be constructed in accordance with (ii) above; and

(iv) the fence on the northern boundary of the Land will be constructed in accordance with the provisions of the LDP, and may:

(1) be entirely constructed in accordance with (ii) above; or

(2) partially comprise a boundary wall not higher than 3.5 metres, with an average height of 3 metres or less, at a length of up to two-thirds the length of the lot boundary behind the street setback, with the remaining section of the fence being constructed in accordance with (ii) above.

(f) The Buyer acknowledges and accepts that the Seller is proposing to and may at its sole discretion install or construct the features and other things shown on an indicative basis only in Annexure G, and the Buyer will take the Land subject to the features and other things (if applicable), and will have no claim against the Seller in relation to them

INITIAL HERE

Buyer X _____ Buyer X _____

(including where the Seller has elected not to install those things on the Land where applicable).

8. Buyer has made own enquiries

The Buyer confirms and agrees that the Buyer has satisfied itself with respect to:

- (a) in relation to the Land:
- (i) the use to which the Land may be put;
 - (ii) any development controls which may be imposed in relation to the development and use of the Land, including any building restrictions;
 - (iii) the state, condition, quality and physical characteristics of the Land;
 - (iv) the location and construction of any retaining walls and/or boundary fences;
 - (v) the status, progress or timing of the subdivision of the Original Land, including without limitation when a certificate of title for the Land is due to be issued and accordingly when Settlement may be due to occur, and how these matters may impact the Buyer's eligibility for any Commonwealth, State or Local Government assistance (including any grants, rebates, bonuses or other financial assistance or relief) that may be provided in relation to the acquisition and development of the Land; and
 - (vi) the Buyer's obligations with respect to the lodgement for assessment of the Contract and the payment of transfer duty in respect of the Contract,
- and any additional costs which may be incurred as a result of any of the above factors;
- (b) in relation to the estate of which the Land forms part:
- (i) road configurations (including future roads connecting to the road which the frontage of the Land abuts);
 - (ii) the location, size and configuration of public open space areas;
 - (iii) the availability of schools and other public amenities not already existing; and
 - (iv) the potential further development of the balance of the estate of which the Land forms part,

and the Buyer acknowledges and agrees that the Buyer:

- (c) has not entered into the Contract in reliance on any statement, representation or warranty made to the Buyer by the Seller or any agent of the Seller in respect of any of these matters or in relation to any other matter, including without limitation any statements or information regarding the expected timing for the issue of a certificate of title for the Land and the corresponding likely date on which Settlement may occur; and
- (d) shall have no claim whatsoever (for compensation or otherwise) against the Seller in connection with any of the above matters, including any additional building costs or any other costs that may be incurred due to the progress and timing of the subdivision due to the progress and timing of the subdivision and the timing of the issue of a certificate of title for the Land and Settlement.

INITIAL HERE

Buyer X _____ Buyer X _____

9. Referral Arrangements

The Buyer agrees and acknowledges that 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.

10. Further development of the estate

The Buyer acknowledges and agrees that:

- (a) the Seller intends to subdivide the Original Land in stages, and accordingly from time to time, the Seller may undertake works in the vicinity of the Land which may generate noise, vibration, rubbish and dust. The Seller shall endeavour to minimise the noise, vibration, rubbish and dust to the extent reasonably practicable, however the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the carrying out of any such works;
- (b) the Seller makes no representation or warranty as to the subdivision of future stages of the Original Land, and shall not be liable to the Buyer, and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller if the Seller fails to complete the subdivision of other stages of the Original Land; and
- (c) the Buyer shall not make any objection to any future subdivision applications which may be lodged by the Seller or its agent for approval with any Authority.

11. Land subject to survey

The Buyer acknowledges and agrees that:

- (a) the Plan is subject to final survey, and accordingly:
 - (i) the Buyer shall not have any claim whatsoever (for compensation or otherwise) against the Seller in relation to any error, inaccuracy or misdescription in the Plan or any other documents provided to the Buyer in connection with the subdivision of the Original Land; and
 - (ii) the Buyer shall not be entitled to terminate the Contract or make any claim whatsoever (for compensation or otherwise) against the Seller if the size, location or configuration of the Land differs in a non-material way from the Land shown on the Plan (it being agreed that any variation to the size of the Land of 5% or less, and any variation to the location of the Land of 30 metres or less, shall be non-material);
 - (iii) should:
 - (1) the area of the Land once surveyed vary by greater than 5%; or
 - (2) the location of the Land once surveyed vary by greater than 30 metres, from the Land shown on the Plan, then the Buyer has the right to cancel the Contract and be refunded the Deposit in full, without a claim for compensation from the Seller. The Buyer shall only cancel the Contract if the parties are unable to agree the necessary variations to the Contract having regard to the variance in the area or location of the Land as surveyed within 14 days from the date the Seller notifies the Buyer of the survey;
- (b) the Seller makes no warranty in relation to the accurate location of the survey pegs on the Land, and is not obliged to maintain any survey pegs marking the boundary of the Land; and

INITIAL HERE

Buyer X _____ Buyer X _____

- (c) the Buyer shall bear the cost of any replacement survey pegs or resurvey required to identify the boundary of the Land.

12. Subdivision of the Original Land

- (a) It is agreed that condition 13 of the 2018 REIWA Joint Form of General Conditions for the Sale of Land ("General Conditions") shall not apply for the purposes of this Contract and will have no force or effect.
- (b) The Buyer acknowledges and agrees that:
 - (i) Settlement is conditional on each of the following being satisfied on or before the dates specified for their approval:
 - (1) the Seller satisfying all of the relevant conditions of subdivision approval, and the Planning Commission endorsing its approval on a Subdivision Plan, by no later than 12 months after the Contract Date; and
 - (2) a separate Certificate of Title being issued for the Land by no later than 6 months after the date the condition in (1) above is satisfied;
 - (ii) provided the Seller has used reasonable endeavours to satisfy the conditions in special condition 12(b)(i), the Seller may, but is not obliged to, extend each of the timeframes specified in special condition 12(b)(i) by a further 60 days, by giving written notice to the Buyer, if any of the conditions have not been satisfied by the times specified;
 - (iii) the Seller shall use reasonable endeavours to satisfy each of the conditions in special condition 12(b)(i) by the times specified, and shall notify the Buyer if and when each of the conditions is satisfied;
 - (iv) if any of the conditions in special condition 12(b)(i) are not satisfied by the times specified (as extended, if applicable), then either the Buyer or the Seller may terminate the Contract by written notice to the other, and on termination of the Contract:
 - (1) the Seller shall refund the Deposit to the Buyer;
 - (2) the Buyer and the Seller are relieved of their respective obligations under the Contract; and
 - (3) neither the Buyer nor the Seller shall have any claim against the other under the Contract, except in relation to any breach occurring prior to termination.

13. General Conditions

It is agreed that the following conditions in the General Conditions shall not apply for the purposes of this Contract and will have no force or effect:

Conditions 2.4, 2.5, 2.7, 2.8, 3.10(c) and (d), 4.2, 9, 10, 13, 14.5, 15, 18.1 to 18.3 inclusive, 20.2 and 20.3(b).

14. GST

- (a) It is agreed that conditions 18.1 to 18.3 inclusive of the General Conditions shall not apply for the purposes of this Contract and will have no force or effect.

INITIAL HERE

Buyer X _____ Buyer X _____

- (b) The Seller is registered under the GST Act.
- (c) It is agreed between the Buyer and the Seller that:
 - (i) the Margin Scheme shall apply in calculating the amount of GST payable in relation to the Purchase Price;
 - (ii) the Purchase Price is inclusive of GST; and
 - (iii) the Seller is not obliged to give the Buyer a Tax Invoice for the Purchase Price.

15. GST Withholding

- (a) In this special condition 15, words or expressions that are defined or used in:
 - (i) Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("Withholding Law") have the meaning given to them in the Withholding Law when used in this special condition 15; and
 - (ii) the General Conditions have the same meaning given to them in condition 3.12 of the General Conditions.
- (b) The Buyer must give the Seller the payment reference number ("PRN") and lodgement reference number ("LRN") issued by the Australian Taxation Office on or before Settlement.
- (c) Notwithstanding condition 7 of the GST Withholding Annexure, the parties agree that:
 - (i) if Settlement is completed by an Electronic Settlement, the electronic settlement schedule within the workspace for the Settlement must specify the payment of the GST Withholding Amount to the account nominated by the Commissioner;
 - (ii) if Settlement is not completed by an Electronic Settlement, the Buyer must draw a bank cheque for the GST Withholding Amount in favour of the Deputy Commissioner of Taxation which must:
 - (1) be in Australian dollars;
 - (2) be crossed not negotiable; and
 - (3) not be post-dated,

("GST Cheque") and must provide the GST Cheque to the Seller at Settlement in accordance with section 16-30(3) of the Withholding Law and the Seller is not obliged to complete Settlement until the Buyer complies with its obligations under special conditions 15(b) and 15(c)(i) and (ii) (whichever is applicable), and the Buyer will be taken to be in default under this Contract until the Buyer complies with its obligations under special conditions 15(b) and 15(c)(i) and (ii).
- (d) If settlement is not completed by an Electronic Settlement, on Settlement, or within such further period (if any) as may be allowed by the Commissioner, the Seller must pay the GST Withholding Amount to the Commissioner.
- (e) Except as expressly set out in this special condition 15, the rights and obligations of the parties under this Contract including, without restriction, any obligation of the Seller to apply the margin scheme (if any), are unchanged.

INITIAL HERE

Buyer X _____ Buyer X _____

- (f) If the Buyer is registered (within the meaning of the GST Act) and acquires the Property for a creditable purpose, the Buyer must give written notice to the Seller stating this not later than 10 Business Days before the Settlement Date.

16. Rates and other Outgoings

The Buyer acknowledges that the Seller pays Water Corporation rates and service charges on a yearly basis, accordingly at Settlement, the Seller may elect to claim, and if the Seller so elects, the Buyer must pay and refund to the Seller all Water Corporation rates and service charges paid by the Seller that applies to the period after Settlement.

17. No caveat

- (a) The Buyer shall not register a caveat against the Land or the Original Land prior to Settlement.
- (b) The Buyer irrevocably and unconditionally appoints each of the Sellers, severally, as the Buyer's attorney in the Buyer's name to execute and register at Landgate a withdrawal of any caveat lodged by the Buyer over the Land or the Original Land in breach of this special condition 17, and the Buyer shall ratify all that the Seller does pursuant to this power of attorney, and pay all of the Seller's costs incurred in relation to the withdrawal of the caveat.

18. Inconsistency

The provisions of this Annexure A shall prevail in the event that any of the provisions of this Annexure A conflict with the General Conditions.

19. NBN

The Buyer acknowledges and accepts that:

- (a) the Land is or will be serviced by NBN Co Limited, however the Seller has no control over, and makes no representation or warranty, as to when the NBN network infrastructure will be installed on or be available at the Land, or as to when the Buyer will be able to connect to the NBN network infrastructure, accordingly as at Settlement and for a period thereafter, the Buyer may not have land-line access to internet or telephone services;
- (b) the Buyer has been provided with a copy of NBN Co Limited's "Your NBN connect kit" and "Key information for builders and cablers";
- (c) the Buyer will comply with NBN Co Limited's building ready specifications, including those specifications set out in the document entitled "NBN Co Residential Preparation and Installation Guide: SDUs and MDUs" as published on NBN Co Limited's website, as updated from time to time, ("Building Ready Specifications") when constructing a residence on the Land, to enable the residence to be connected to the NBN network infrastructure;
- (d) if the Buyer fails to comply with NBN Co Limited's building ready specifications when constructing a residence on the Land, the Buyer will be unable to connect the residence to the NBN network infrastructure, or will incur additional costs in order to connect the residence to the NBN network infrastructure; and
- (e) the Seller is not responsible for, and the Buyer has no claim whatsoever against the Seller in relation to, the NBN network infrastructure not being installed on or available at the Land on the date of Settlement, or if there is any delay in the Buyer being able to connect to the NBN network infrastructure.

20. Vasse Building and Development Guidelines

INITIAL HERE

Buyer X _____ Buyer X _____

- (f) The Buyer acknowledges and agrees that the Buyer has received the Vasse Building and Development Guidelines Dawson Residential Estate, Edition 2 ("Guidelines").
- (g) The Buyer acknowledges and accepts that:
 - (i) the Guidelines apply to the Land;
 - (ii) the Buyer shall at all times observe and comply with the Guidelines; and
 - (iii) the Buyer shall not sell, transfer, assign or otherwise dispose of the Land or any interest therein prior to the construction of a dwelling on the Land unless it is a condition of such sale, transfer, assignment or disposal that the transferee agrees to be bound by the Guidelines.

21. Authority to Deposit Holder

- (a) In this special condition 21, "Deposit Holder" means Hanson Property Group Pty Ltd (ACN 060 191 826) of PO Box 139, Vasse, WA 6280.
- (b) The Buyer irrevocably authorises and directs the Deposit Holder to release the Deposit paid pursuant to the Contract to the Seller at Settlement, or to otherwise deal with the Deposit as provided in the Contract (in the event that the Contract is terminated prior to Settlement).
- (c) The Buyer acknowledges and agrees that it will do all other acts and things and provide such other authority as may be necessary to permit the Deposit Holder to release the Deposit or otherwise deal with it as provided in the Contract.

INITIAL HERE

Buyer X _____ Buyer X _____

**ANNEXURE B
PROTECTIVE COVENANTS**

Until the expiry of these restrictive covenants on 31 December 2039, the Buyer covenants:

- 1 Not to erect, permit or cause to be erected upon the Land any dwelling except a single residential dwelling having an internal living floor area of not less than:
- (a) 75m² on a lot with an area of less than 250m²;
 - (b) 90m² on a lot with an area of less than 310m²;
 - (c) 110m² on a lot with an area of less than 360m²;
 - (d) 130m² on a lot with an area of less than 450m²;
 - (e) 150m² on a lot with an area between 450m² and 800m²;

where the area of the dwelling (only when greater than 110m²) is calculated to include up to 10m² of any verandah or portico on the front street elevation but excludes any garage, patio, carport, balcony, pergola and any other out-buildings;

- 2 Not to erect, permit or cause to be erected on the Land:
- (a) any dwelling or other structure except in compliance with the applicable Vasse Building and Development Guidelines Dawson Residential Estate, Edition 2;
 - (b) any dwelling or other structure that is not constructed out of new materials;
 - (c) any transportable dwelling;
 - (d) any dwelling that is not constructed from non-reflective materials except that dwellings shall not be constructed of exposed cement bricks or blocks, white bricks, or unrendered fibre compressed sheeting (or any large flat sheeting);
 - (e) any dwelling with a:
 - (i) traditional style roof pitch of less than 24.5° or more than 45°; or
 - (ii) skillion roof with a grade less than 6°; or
 - (iii) curved roof with a radius greater than 40 metres;
 - (f) any dwelling with a portico roof pitch of less than 15°;
 - (g) any dwelling unless the roof is constructed primarily from Colorbond, shingles, grey flat profile tiles or slate and not zincalume or any other significantly reflective material, or Colorbond in black, pure white or pink colours;
 - (h) any dwelling which does not incorporate a portico, gable or feature wall facing the primary street front;
 - (i) any dwelling that does not incorporate:
 - (i) a garage which:
 - (1) is fully enclosed and setback no less than 4.5 metres unless the garage faces a laneway;

INITIAL HERE

Buyer X _____ Buyer X _____

- (2) can house at least two cars parked side-by-side, unless the Land has less than an 8 metre frontage and does not adjoin a laneway;
 - (3) has a sectional door which when closed completely screens the interior of the garage from the adjacent street or laneway;
 - (4) where the Land is adjacent to a laneway, faces the laneway and is setback no less than 1.5 metres, with full fencing along the balance of the boundary of the Land facing the laneway; and
- (ii) a driveway and crossover from the garage to the street kerb which is no less than 5 metres wide and no more than 6 metres wide at the street front boundary, and which are both constructed of the same material being clay brick pavers, pea gravel bitumen with concrete kerb, faux stone, poured coloured concrete or coloured concrete pavers, unless this is inconsistent with the provisions of any Local Development Plan which applies to the Land.
- (j) any retaining wall unless constructed of materials of substantially the same colour and finish as those used in the surrounding area;
- (k) any fence, other than those supplied or already erected by the Seller, unless:
- (i) for boundaries which are primary street frontage (including land situated between the street and the front setback of a dwelling) and public open space boundaries:
 - (1) any solid fence does not exceed 0.75 metres in height from ground level;
 - (2) any fence incorporating piers, base or plinth and transparent or visually permeable infill does not exceed 1.2 metres in height from ground level; and
 - (3) any piers, solid base or plinth are constructed of new brick, stone or rendered masonry in natural light colours with transparent or visually permeable infill constructed of painted pickets, wrought iron or tubular metal;
 - (ii) for boundaries which are secondary street frontages, or rear boundaries abutting laneways:
 - (1) any solid fence does not exceed 1.8 metres in height and a rake from 1.8 metres to 1.2 metres in height for the last panel up to the truncation corner near the primary street end;
 - (2) it is constructed primarily of new brick, stone, limestone, or rendered masonry in natural light colours, or Colorbond in the colour of "Tea Tree"; and
 - (3) for secondary street frontage boundaries:
 - (A) it does not continue beyond the truncation corner; and
 - (B) any fence constructed of Colorbond in the colour of "Tea Tree" must use it as infill above a limestone plinth with limestone piers constructed at each end of the fence;
 - (iii) for side and rear boundaries not covered in (k)(ii) above, it:

INITIAL HERE

Buyer X _____ Buyer X _____

- (1) does not exceed 1.8 metres in height; and
 - (2) is constructed primarily of new brick, stone, limestone, rendered masonry in natural light colours, or Colorbond in the colour of "Tea Tree";
- (l) any, water heater, clothes line, incinerator, compost bin, rubbish disposal container, incinerator, antenna, aerial, satellite or cable dish unless it is substantially hidden from public view from adjacent streets and parks;
 - (m) any airconditioner or evaporative cooler unless it is of a similar colour to the roof and is substantially hidden from public view from adjacent streets and parks, and not mounted on the primary street elevation of the roof;
 - (n) any solar hot water system that is mounted on the primary street elevation of the roof;
 - (o) any for sale sign until at least 7 years after the issue of a separate certificate of title for the Land unless there is a dwelling constructed on the Land, and the Buyer acknowledges and agrees that any such sign may be removed by the Seller;
 - (p) any freestanding structure (including a garden shed) of 9m² or less unless:
 - (i) it is constructed primarily of Colorbond in "Tea Tree" colour or a similar colour to the main dwelling on the Land;
 - (ii) it is substantially hidden from public view from immediately adjacent streets and parks; and
 - (iii) it does not project above the height of any surrounding boundary fence by more than 300mm;
 - (q) any freestanding structure (including a garden shed) of greater than 9m² but less than 36m² unless:
 - (i) it is constructed of entirely new materials;
 - (ii) it is substantially hidden from public view from immediately adjacent streets and parks;
 - (iii) it is constructed with a pitched roof;
 - (iv) it is not constructed of zincalume or other significantly reflective material;
 - (v) where it is constructed of Colorbond it is in "Tea Tree" colour or a similar colour to the main dwelling on the Land;
 - (vi) where it is constructed of a material other than Colorbond it is of a similar colour to the main dwelling on the Land; and
 - (vii) it does not project above the height of any surrounding boundary fence by more than 600mm;
 - (r) any freestanding structure (including a garden shed) in excess of 36m² unless it is constructed of entirely new materials and it matches the main dwelling on the Land in respect of the materials, design and external appearance (including colour and quality of construction), or it is substantially hidden from public view;

INITIAL HERE

Buyer X _____ Buyer X _____

- (s) any structure attached to the dwelling on the Land unless it is constructed of entirely new materials and it matches the dwelling in respect of the materials used, design and external appearance (including colour and quality of construction);
 - (t) any drainage soakwells that:
 - (i) are not connected to roof stormwater drainage of the dwelling constructed on the Land;
 - (ii) are not located within the 0.5 metre to 3 metre setback from the primary street boundary, except for:
 - (1) Lots 458 and 459, where the soakwells on each of these Lots must be installed within the setback between 2.1 metres and 4.4 metres of the common boundary between Lots 458 and 459; and
 - (2) Lots 462 and 463, where the soakwells on each of these Lots must be installed within the setback between 2.1 metres and 4.4 metres of the common boundary between Lots 462 and 463,

on the basis that the soakwells on Lots 458, 459, 462 and 463 will not be installed adjacent to the primary street of the Land;
 - (iii) contain soakwell liners not more than 900mm high;
 - (iv) are not approved by the Vasse Assessment Committee prior to installation; and
 - (v) are not designed to the City of Busselton's standard requirements of 1m³ of storage for every 65m² of impervious area on the Land;
- 3 Not to alter the finished earthworks level of the Land by more than 100mm at the street boundary or construct a dwelling with a finished floor level more than 300mm above or below the mean site level of the Land;
- 4 Not to park or permit to be parked on the Land or adjacent street or laneway any commercial vehicles including trucks, buses, trailers, utilities, caravans, boats or other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are contained wholly within the Land and are hidden from public view;
- 5 Not to carry out or permit to be carried out any repair of any motor vehicle or Commercial Vehicles on any part of the Land that is visible from the street or adjacent parks;
- 6 Not to allow any front landscaping to fall into a state of disrepair or disorder;
- 7 Not to remove or damage or allow the removal or damage of any street tree on the Land or within the estate of which the Land forms part, or where the construction of the dwelling or crossover on the Land cannot be undertaken without the relocation of the street tree on the Land, not to undertake such relocation of the street tree unless such relocation of the street tree and the root barrier is undertaken at the Buyer's sole expense, and using the Seller's landscape maintenance contractor (to ensure survival of the street tree);
- 8 Not to allow any rubbish or debris to accumulate on the Land;
- 9 Where the Land is adjacent to a laneway, not to allow vehicular access to the Land other than from the laneway; and
- 10 Not to occupy or allow any person to occupy the residence constructed on the Land unless the fencing on the Land is fully completed and complies with these Protective Covenants, and the landscaping on the Land from the front of the residence to the road kerb is fully completed,

INITIAL HERE

Buyer X _____ Buyer X _____

within four months of the date the Buyer or any permitted person commences occupation of the residence on the Land.

INITIAL HERE

Buyer X _____ Buyer X _____

**ANNEXURE C
LANDSCAPING AND FENCING PACKAGE**

1 FRONT LANDSCAPING

- (a) The Seller agrees to supply and install landscaping on the street frontage of the Land between the residence constructed on the Land ("Residence") and the street kerb of the Land to a value of \$ _____ including GST ("Landscaping Package") all of which shall be carried out by the Seller's nominated landscaping contractor, subject to the Buyer's satisfaction of all of the following conditions within 24 calendar months following the date of Settlement:
- (i) the Buyer is still the original purchaser from the Seller;
 - (ii) the Buyer completing construction of the Residence within 24 calendar months following the date of Settlement;
 - (iii) the Residence and all improvements on the Land complying with, in the Seller's absolute opinion, the Protective Covenants set out in Annexure B to this Contract and the Vasse Building and Development Guidelines Dawson Residential Estate, Edition 2;
 - (iv) the Buyer notifying the Seller in writing once the Residence is practically complete;
 - (v) the Buyer providing the Seller's landscaping contractor with a plan of the Residence on the Land drawn at a scale of 1:200 at the same time as the notice in (iii) above; and
 - (vi) the Buyer's landscaping does not contain anything other than grass or natural plantings on the verge between the front boundary of the Land and the road kerb.
- (b) If the Buyer fails to satisfy the conditions set out in sub-clauses 1(a)(i) to 1(a)(vi) inclusive within the time specified, the Seller shall not be obliged to provide the Landscaping Package and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the Landscaping Package.
- (c) The Buyer agrees and acknowledges that:
- (i) if the Buyer fails to comply with its undertakings under clause 7 of Annexure B, and as a result of that default, any street tree on the Land or in the estate of which the Land forms part is removed or damaged or fails to survive a relocation by the Buyer, the Seller may use a part of the Buyer's Landscaping Package to replace the street tree that has been removed or damaged or which has failed to survive a relocation as a result of the Buyer's default;
 - (ii) the Buyer must ensure that the Land is generally contoured ready for landscaping, and cleared of all rubbish and rubble, to enable the Seller's landscaping contractor to install the Landscaping Package;
 - (iii) if the Buyer's landscaping requirements for the Land exceed the value of the Landscaping Package, the Buyer agrees to pay to the Seller's landscaping contractor any amount in excess of the value of the Landscaping Package;
 - (iv) if a driveway is constructed on the Land before the Landscaping Package is installed, the Buyer agrees to install, at the Buyer's expense and before installation of the Landscaping Package commences, a 50mm Class 9 uPVC

INITIAL HERE

Buyer X _____ Buyer X _____

pipe at a depth of 450mm beneath the driveway and at an onset of 2m from the front of the boundary line of the Land across the full width of the driveway; and

- (v) before installation of the Landscaping Package commences, the Buyer shall procure, at the Buyer's expense, for:
 - (1) a licensed plumber to install a brass ball valve with a back flow preventer for connection to a reticulation system; and
 - (2) a licensed electrician to install a waterproof single GPO adjacent to the electricity meter box for connection to a reticulation system controller.
- (d) Subject to clause 1(c), the Seller shall make reasonable efforts to procure that its landscaping contractor commences installation of the Landscaping Package on the Land within 60 days of the date the Seller approves the Buyer's landscaping plans, in accordance with the Vasse Building and Development Guidelines Dawson Residential Estate, Edition 2.
- (e) The Buyer agrees and acknowledges that the Buyer must not assign or transfer its right or entitlement to the Landscaping Package to any person.

2 FENCING

- (a) The Seller agrees to provide and install, at the Seller's expense, capped Colorbond fencing in the colour "Tea Tree" ("Fencing"), on the boundaries of the Land save and except areas forward of the building line on the Land, in accordance with the Protective Covenants set out in Annexure B to this Contract, subject to the satisfaction of all of the following conditions within 24 calendar months following the date of Settlement:
 - (i) the Buyer completing construction of the Residence within 24 calendar months following the date of Settlement;
 - (ii) the Residence and all improvements on the Land complying with, in the Seller's absolute opinion, the Protective Covenants set out in Annexure B to this Contract and the Vasse Building and Development Guidelines Dawson Residential Estate, Edition 2; and
 - (iii) the Buyer notifying the Seller in writing once the Residence is practically complete.

If the Buyer fails to satisfy the conditions set out in clauses 2(a)(i) to 2(a)(iii) inclusive within the time specified, the Seller shall not be obliged to provide the Fencing and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the Fencing.

- (b) The Seller shall make reasonable efforts to procure that the Seller's fencing contractor commences installation of the Fencing on the Land within 45 days of receipt of the Buyer's notice under clause 2(a)(iii).
- (c) The Buyer agrees and acknowledges that the Buyer must not assign or transfer its right or entitlement to the Fencing to any person.

INITIAL HERE

Buyer X _____ Buyer X _____

ANNEXURE D
COPY OF CERTIFICATE OF TITLE VOLUME 2988 FOLIO 956 FOR THE ORIGINAL LAND

WESTERN  AUSTRALIA

REGISTER NUMBER	
9558/DP418745	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
N/A	N/A

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2988** FOLIO **956**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 9558 ON DEPOSITED PLAN 418745

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

PERRON DEVELOPMENTS PTY LTD OF 4 PLAIN STREET EAST PERTH WA 6004
IN 1/2 SHARE
STAWELL PTY LTD OF CARE OF SECURITY CAPITAL CORPORATION GROUND FLOOR 10 ORD STREET WEST
PERTH WA 6005
IN 1/2 SHARE
AS TENANTS IN COMMON

(AF 0502554) REGISTERED 21/9/2020

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR DRAINAGE PURPOSES TO SHIRE OF BUSSELTON - SEE DEPOSITED PLAN 418745 CREATED ON DEPOSITED PLAN 52479.
2. *L877787 MORTGAGE TO CENTURY FINANCE PTY LTD AS TO THE 1/2 SHARE OF STAWELL PTY LTD ONLY REGISTERED 30/3/2012.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP418745
PREVIOUS TITLE: 2954-980
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY: CITY OF BUSSELTON

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING M707277.

INITIAL HERE

Buyer X _____ Buyer X _____

ANNEXURE E PLAN OF SUBDIVISION



ANNEXURE F LOCAL DEVELOPMENT PLAN (DRAFT Revision D)

STAGE 5A DAWSON VILLAGE Local Development Plan Provisions

- This Local Development Plan (LDP) applies to those lots shown on the LDP plan.
- The requirements of the City of Bussellton Local Planning Scheme No. 21 (Scheme) and Residential Design Codes (R-Codes) are varied as shown on the LDP. The requirements of the R-Codes and Scheme shall be satisfied in all other matters.
- Consultation with adjoining or other landowners to achieve a variation provided for by the LDP is not required.
- Minor variations to the requirements of this LDP may be approved by the City of Bussellton.

Street Setbacks, Dwelling Orientation and Fencing

- Street setbacks shall be as follows:
 - 4.0m minimum setback to front access lots, no overhang permitted.
 - 6.0m minimum setback for lots oriented to Yebble Drive (overhang permitted).
- Where dwelling orientation is specified on the plan, the dwelling is to address this frontage with clearly defined entry points visible and accessed from the frontage. Street setbacks and front fence requirements pursuant to the R-Codes are to be applied to this frontage, with the following exceptions:
 - For Lots 458, 459, 462 and 463 Yebble Drive, front fencing is to comprise a solid section to a maximum height of 0.75m (excluding Colobard) with a maximum overall height of 1.2m above ground level.
 - For Lot 454 Talma Circuit and Lots 467 and 468 Mirrie Entrance only:
 - A side setback of 4.0m into overhang to Yebble Drive is required, and
 - Any side fencing to Yebble Drive is to be visually permeable above 1.2m of natural ground level.
- For Lots 166, 167, 171 and 483 Stylaster Circuit and Lot 173 Talma Circuit, uniform fencing by the developer will comprise limestone piers of boundary corners and a limestone base wall with a 1.5m high open style infill fencing.
- Lot 166 Stylaster Circuit: Along the northern boundary of the lot, the uniform fencing requirement depicted on the LDP may be satisfied by the provision of a boundary wall constructed in accordance with the requirements of Provision 10(b) of this LDP, with the balance of the boundary to the primary setback fenced per Provision 8 above.

Lot Boundary Setbacks and Building Height

- For Lots 166, 482, 167 and 483 Stylaster Circuit, walls may be built up to a lot boundary behind the street setback, within the following limits:
 - No maximum length where constructed between Lots 166 and 482 and Lots 167 and 483 Stylaster Circuit behind the street setback;
 - To the other side boundary, walls not higher than 3.5m with an average of 3.0m or less up to two-thirds the length of the lot boundary behind the street setback.

Garages

- For Lots 166, 482, 167 and 483 Stylaster Circuit the following requirements apply:
 - Garages are to be setback a minimum of 0.3m behind the dwelling alignment.
 - Driveway crossovers shall be shared jointly and consolidated within the Designated Driveway Crossover locations depicted on the plan. Consolidated driveway width shall be a maximum 4.0m where intersecting with the road reserve.
 - Driveways may be closer than 0.5m from a side lot boundary.

LEGEND

- LDP Boundary
- Subject Lots
- Subject Lots - Narrow Frontage
- No Vehicle Access
- Dwelling Orientation (Provision 6)
- Uniform Fencing by Developer (Provision 8)
- Boundary Wall Permitted (Provision 10)
- Designated Driveway Crossover (Provision 11b) for narrow frontage lots (indicative design)
- Single Garage Location (for narrow frontage lots)
- Double Garage Location
- Reciprocal Right of Access Easement
- Trees proposed for retention

NOTES:

- Determination of which trees can be retained and which require removal is contingent on review by a qualified arborist to be undertaken as part of civil construction.

Adopted by the City of Bussellton pursuant to Local Planning Scheme No. 21 in accordance with delegation 57-016 of Council on the

Day of 20.....

Director, Planning and Development Services

LOCATION PLAN ■ SUBJECT LOTS

ROAD PARTY INFORMATION

YVWANDU 20/05/25
DWP REF: 20/05/25, Dawson Stage 4 & L1 Reference roads
CADASTRAL INFORMATION
SOURCE: THOMPSONS
DWP REF: BASSLETS Stage 4A-B-1, 2A, 5A, 6A, 6A-1, 9A, 9A-1

HATCH **RobertsDay**

SCALE: 1:2000

0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

DATE: 20/05/25

JOB CODE: PGPDAW
DRAWING NO: RD1 311
REV: D

DESIGNER: USED FOR DESIGN WHEN ONLY ALIENS AND DIMENSIONS ARE SUBJECT TO DETAIL DESIGN AND SURVEY

INITIAL HERE

Buyer X _____ Buyer X _____

ANNEXURE G PLAN OF WORKS

LEGEND

- BLACK ASPHALT
- RED ASPHALT
- BRICK PAVING - RIVER FRINGE
- PERFORATED PAVING
- PEBBLE BEACH
- CIVIL RETAINING WALL
- CONCRETE FOOTPATH BY CIVIL
- PLANTING AREAS
- MULCH ONLY
- PROPOSED STREET TREES - BY DEVELOPER
- EXISTING TREES TO BE RETAINED
- THE SIDING LOTS



emerge
LANDSCAPE ARCHITECTS

DWG: MLD23-001
REV: D
DATE: 10.12.20
SCALE: 1:7500 A1
THIS PLAN IS A CONCEPTUAL DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE LOCAL AUTHORITY AND CONSULTATION WITH THE RELEVANT AGENCIES.

0 25 50 75 100 125 150 175 200

**VASSE DAWSON ESTATE - STAGES 4 AND 5
LANDSCAPE CONCEPT PLAN**



INITIAL HERE

Buyer X _____ Buyer X _____

GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:

Proposed Lot of Dawson Residential Estate Vasse Stage 5A (Certificate of Title not yet issued) as shown on the Plan of Subdivision set out at Annexure E

insert address

Clauses 1 to 3 will determine whether clauses 4 to 11 apply to this Contract

1. (a) Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?
 YES NO
(b) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then the rest of this Annexure does not apply to this Contract.
(c) If YES is ticked, then go to clause 2.
2. (a) Is this Contract concerning the sale of new residential premises that are commercial residential premises as defined in the GST Act or that are only new residential premises due to substantial renovations?
 YES NO
(b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
(c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then go to clause 3.
3. (a) Is this Contract for the sale of potential residential land and either is the Buyer registered for GST and acquiring the Land for a creditable purpose, or does the land contain a building that is used for commercial purposes?
 YES NO
(b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
(c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then clauses 4 to 11 apply to this Contract.

If, by virtue of clause 1, 2 or 3, the rest of this Annexure does not apply to this Contract, the Seller gives notice that the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth). Otherwise, clauses 4 to 11 set out the GST withholding regime.

4. The Seller gives notice that the Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) (**GST Withholding Law**) in relation to the sale of the Property and details of the payment are set out in clause 6.
5. The Seller gives notice to the Buyer that the Seller's details (or details for the entity liable for GST) are set out below:

	Seller - Supplier 1	Seller - Supplier 2
(1) Name of Seller (or entity liable for GST - eg GST group member responsible):	PERRON DEVELOPMENTS PTY LTD	STAWELL PTY LTD
(2) ABN:	34 753 217 838	34 753 217 838
(3) Address:	4 PLAIN STREET EAST PERTH WA 6004	10 ORD STREET WEST PERTH WA 6005
(4) Phone Number:	08 9221 1555	08 9488 5000
(5) Proportion of withholding amount:	50%	50%

If there are several suppliers who comprise the Seller, insert details for each supplier (or the relevant GST group member) and the proportion of the withholding amount applicable to each supplier.

If there are more than 2 suppliers who comprise the Seller (or the relevant GST group member) please attach an additional page with details for each additional supplier.

6. The Seller gives notice that: (*delete one, if there is no deletion then (b) is deemed to apply)
(a) the Margin Scheme applies to this Contract and the Buyer must, pursuant to the GST Withholding Law withhold and pay to the Commissioner, the amount equal to 7% of the Purchase Price being \$ _____ at Settlement; or.

GST WITHHOLDING ANNEXURE

- ~~(b) the Margin Scheme does not apply to this Contract and the Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner the amount equal to one eleventh (1/11th) of the Purchase Price being \$ _____ at Settlement, (the relevant amount being the GST Withholding Amount) and the Buyer is not required to pay that part of the Purchase Price equal to the GST Withholding Amount to the Seller at Settlement.~~
7. (a) The Seller may direct the Buyer to, or the Buyer may elect to, satisfy the Buyer's obligation under clause 6, by providing to the Seller at Settlement, a bank cheque payable to the Commissioner for the GST Withholding Amount.
(b) The Buyer must, before Settlement, provide the Seller with the Commissioner's payment reference number and the lodgement reference number 2.
 8. The Buyer must comply with the Buyer's obligations under the GST Withholding Law to lodge a notice with the Commissioner in the form approved under the GST Withholding Law:
 - (a) as soon as practicable after the Contract Date, notifying the Commissioner of the transaction under this Contract and the GST Withholding Amount; and
 - (b) on the day on which Settlement occurs, notifying the Commissioner that Settlement has occurred.
 9. If the Purchase Price is payable by instalments then, despite clause 6, the Buyer must pay the GST Withholding Amount on the date of the payment of the first instalment (excluding the Deposit) instead of at Settlement.
 10. If the Buyer does not provide to the Seller at Settlement a bank cheque payable to the Commissioner under clause 7(a), the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the GST Withholding Amount to the Commissioner immediately following Settlement.
 11. The Seller must promptly provide to the Buyer all information reasonably requested by the Buyer to enable the Buyer to comply with the Buyer's obligations under clause 8.

Seller

Buyer