

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



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OF WESTERN AUSTRALIA (INC.)
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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 a Withholding Tax may apply to this Contract (see 2022 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:
Address
Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
Suburb State Postcode

Name
Address
Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("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 Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

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

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

Purchase Price

Settlement Date

Property Chattels including

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/
MORTGAGE BROKER (NB. If blank, can be any)
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

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

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HANSON
PROPERTY

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 a Lender or a Mortgage Broker 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 pursuant to 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) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

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; or
- (b) an Approval Notice has been given 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 an Approval Notice or a Non Approval Notice has not been given 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:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; 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 and/or Mortgage Broker the information referred to in Clause 1.6(a).

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 2022 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 the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. 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 statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) 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 any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 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.

SPECIAL CONDITIONS

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

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

SPECIAL CONDITIONS - Continued

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

Name	Perron Developments Pty Ltd (ACN 000 230 446)		
Address	4 Plain Street		
Suburb	East Perth	State	WA
		Postcode	6004
Name	Stawell Pty Ltd (ACN 079 265 222)		
Address	10 Ord Street		
Suburb	West Perth	State	WA
		Postcode	6005

EMAIL: The Seller consents to Notices being served at:

[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. 2022 General Conditions
4.

Signature	Signature
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RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3.

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

CONVEYANCER (Legal Practitioner/Settlement Agent)

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	SELLER'S REPRESENTATIVE
Name	TBA	HWL Ebsworth Lawyers
Signature	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

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04/22

ANNEXURE A

MUTUAL DISCLOSURES

Seller Disclosure to Buyer

- 1 The Seller proposes to carry out the development of the Dawson Residential estate of which the Land forms part (**Estate**). Although the Estate has been partially developed, there is no guarantee that the development of future stages of the Estate will proceed, or will proceed in the same form as currently proposed.
- 2 In undertaking the continued development of the Estate, the Seller is assuming a range of risks which it cannot foresee or control.
- 3 These risks include that:
 - (a) the development of the Estate may be delayed or take an extended period of time;
 - (b) a disaster event may cause significant damage or delays;
 - (c) a pandemic or other unforeseen event may cause significant delays in undertaking civil works;
 - (d) a civil contractor becomes insolvent requiring the engagement of a new contractor to complete the civil works and development infrastructure;
 - (e) a change in economic conditions, including increased construction costs, affecting financial viability;
 - (f) a change of law or of a local planning scheme which results in required changes to the development of the Estate; or
 - (g) the Seller may not obtain or procure approvals required for development of any relevant part of the Estate concerning the Land on terms satisfactory to the Seller (acting reasonably).
- 4 Accordingly, to protect the legitimate interests of the Seller given:
 - (a) the nature of the Land sold (it being sold "off the plan" before the issue of a Certificate of Title for the Land);
 - (b) the technical, planning, regulatory, economic and commercial uncertainties set out above; and
 - (c) the relative risks to which the Seller is exposed,it is necessary that this Contract include terms that:
 - (d) permit the Seller to make limited changes and variations;
 - (e) grant the Seller a right to terminate this Contract; and
 - (f) limit the ability of the Buyer to claim compensation from the Seller or delay or refuse to effect Settlement or withhold any money payable (**Object**).
- 5 In particular, the Seller directs the attention of the Buyer to the following clauses of this Contract (this is not an exhaustive list):
 - (a) special conditions 5(c)(iv) and 11 of Annexure A in relation to the Seller's right to make certain variations;
 - (b) special condition 12(b)(iv) of Annexure A in relation to the Seller's right to terminate; and
 - (c) special conditions 6(c), 7(d) and 8(d) of Annexure A in relation to restrictions on the Buyer's right to Object.

Buyer Disclosure to Seller

- 6 The Buyer confirms and represents to the Seller that the Buyer has not been induced to enter into this Contract by, and has not relied on, any promises, warranties or assurances other than those promises, representations, warranties and assurances expressly set out in the Contract.
- 7 The Buyer understands that:
 - (a) it is representing and warranting to the Seller that it has not been induced by and has not relied on anything said or done by or on behalf of the Seller to enter into this Contract, other than the promises, representations, warranties and assurances that are expressly set out in the Contract;
 - (b) except for this representation and warranty, the Seller would not have entered into the Contract; and

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Buyer X _____ Buyer X _____

- (c) this representation and warranty may affect the ability of the Buyer to sue the Seller in respect of any promise, representation, warranty or assurance other than those expressly set out in the Contract.

SPECIAL CONDITIONS FOR STAGE 6B 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) clause 1.2 of the Finance Clause is deleted and replaced with:

"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) *the Finance Application has been rejected; and*

(b) *a Non Approval Notice is given to the Seller or Seller Agent."*

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

"Non Approval Notice means:

(a) *a document provided by the Lender confirming or stating that the Finance Application has been rejected or Finance Approval has not been obtained; or*

(b) *a document from a Mortgage Broker confirming that:*

(i) *they:*

(1) *have made enquiries about the Buyer's requirements and objectives under this Contract;*

(2) *have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and*

(3) *have assessed the proposed credit contract as being unsuitable for the Buyer; or*

(ii) *the Finance Application to a Lender has been rejected,*

which is to be given by the Buyer, the Mortgage Broker or the Lender to the Seller, or Seller Agent."

3. Deposit

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

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Buyer X _____ Buyer X _____

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.
- (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 where mandatory or able to be effected as an Electronic Settlement, and the parties must each do all things necessary to ensure that Settlement is effected as an Electronic Settlement in those cases.

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 observe and comply with the Protective Covenants.
- (c) The Buyer acknowledges and agrees that:
 - (i) other land in the Original Land may also be subject to covenants similar to the Protective Covenants;
 - (ii) 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, except to the extent expressly set out in this Contract; and
 - (iii) the enforcement of those protective covenants shall be at the Seller's reasonable discretion and the Seller takes no responsibility for the enforcement of those protective covenants; and
 - (iv) the Seller may, at its reasonable discretion, modify the protective covenants (if any) that apply to other land in the Estate.

6. Easements, notifications and memorials

The Buyer acknowledges and agrees that:

- (a) the Land is sold and shall be transferred to the Buyer subject to:
 - (i) all easements, Title Notifications, Memorials and Remediated Site Memorials registered on the Certificate of Title for the Original Land as at the Contract Date that may then be shown on the Certificate of Title to the Land at Settlement;
 - (ii) all easements, Title Notifications, Memorials and Remediated Site Memorials (in addition to the Protective Covenants and those notified under the Contract):
 - (1) which are required by the Planning Commission and other Authorities as a condition of approving the subdivision of the Original Land or of the issue of a Certificate of Title for the Land in or substantially in accordance with the plan annexed to the Contract as Annexure E ("**Plan**"); and

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Buyer X _____ Buyer X _____

- (2) 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)(ii):
- (i) notification that the use of the Land may be affected by 24-hour a day operation of machinery, aerial spraying and generation of other noise, dust and odours arising from agricultural operations being carried out on surrounding land holdings;
 - (ii) notification that the Land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner, may be subject to a bushfire management plan. and additional planning and building requirements may apply to development on the Land;
 - (iii) 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; and
 - (iv) 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); and
- (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 those 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.
- (b) Without limiting the foregoing, the Buyer acknowledges and agrees that:
- (i) any residential development must be in accordance with the Residential Design Codes Volume 1 (as amended) (**R-Codes**), with reference to the R-Code specified on the Plan, unless otherwise varied by a local development plan, including the final approved version of the Local Development Plan (in respect to Lots 505 - 512 and Lot 533 - 536, the final approved version is annexed as Annexure F, and in respect to Lots 629 - 634, 637 - 655, 659 - 670, 675 - 682, 685 - 692, 695 - 718, a draft of which is annexed as Annexure F) (**LDP**);
 - (ii) in respect to Lots 629 - 634, 637 - 655, 659 - 670, 675 - 682, 685 - 692, 695 - 718, 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 observe and comply with the LDP.

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Buyer X _____ Buyer X _____

- (c) Except to the extent expressly set out in the Contract, 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 as a result of the requirements imposed by the R-Codes, the LDP 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:
 - (1) for all Lots other than Lots 685 - 692, soakwells within the front setback between 0.5 metres and 3 metres from the primary street of the Land (in the location shown on the Plan);
 - (2) for Lots 685 - 692, soakwells within the front setback between 0.5m and 2.5m from the Sweep Lane boundary of the Land (in the location shown on the Plan); and
 - (3) soakwells must be designed to comply with the City of Busselton's standard requirements of 1m³ of storage for every 65m² of impervious area on the Land.
 - (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; and
 - (iii) the Buyer is not entitled to bring any claim for compensation in relation to the Seller exercising its rights under this special condition 7(d), including any rectification works required on the Land unless they materially or unreasonably affect the Buyer's use and enjoyment of the Land and the Buyer has provided the Seller with reasonable notice prior to doing so.
- (e) The Buyer acknowledges and agrees that:
- (i) the Land may be in a bush fire prone area such that the Buyer may be required to at its own cost comply with certain building restrictions, including compliance with Australian Standard 3959 - Construction of Buildings in Bushfire-Prone Area and undertaking a bush fire attack level assessment, when developing the Land. The Buyer must make and rely on its own enquiries in this regard including as to any bushfire attack level rating assessment, and increased costs of construction to incorporate bushfire design safety and similar features for the dwelling or other improvements on the Land, and the Buyer is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller in relation to the Land being in a bush fire prone area as described above;
 - (ii) a Bush Fire Management Plan applies to this stage of the subdivision of the Original Land and may apply to the Land; and
 - (iii) the Buyer has received a copy of the Bush Fire Management Plan.

8. Buyer has made own enquiries

The Buyer confirms and agrees that, except to the extent expressly set out in the Contract, the Buyer has satisfied itself with respect to:

- (a) in relation to the Land:
- (i) the use to which the Land may be put;

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Buyer X _____ Buyer X _____

- (ii) any development controls which may be imposed in relation to the development and use of the Land, including the Protective Covenants, the LDP and 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;
- (vi) 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 including the impact of timing of the issue of a Certificate of Title for the Land and Settlement on the Buyer's eligibility; and
- (vii) 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:

- (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,

and the Buyer acknowledges and agrees that, except to the extent expressly set out in this Contract, 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 the Seller's Agent in respect of any of the above matters ; and
- (d) will have no right to terminate the Contract or defer or delay Settlement and is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller in connection with any of the above matters, including without limitation any additional building costs.

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 referrer 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,

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Buyer X _____ Buyer X _____

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 plans for the Estate may be subject to change in response to a range of factors including market conditions, changes in legislation or policies and remain subject to the approval of all relevant Authorities;
- (c) except to the extent expressly set out in this Contract, the Seller and the Seller's Agent are not able to make and make no representation or warranty as to the subdivision and development of future stages of the Original Land, and the Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller if the Seller fails to subdivide or develop future stages of the Original Land in accordance with plans current as at the Contract Date; and
- (d) the Buyer shall not make any objection to any future subdivision applications in relation to the Estate as described above 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) except to the extent caused by the negligence of the Seller or as expressly set out in this Contract, the Buyer is not entitled to bring 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;
 - (ii) subject to special condition 11(c)(iii)(1), 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 at Settlement varies from the Land shown on the Plan in a manner that does not materially or unreasonably affect the Buyer's use and enjoyment of the Land or the value of the Land;
- (b) variations to the size of the Land may happen on final survey for various reasons including:
 - (i) the Land is sold "off the plan" before a final survey and before Certificate of Title has issued for the Land;
 - (ii) the subdivision of the Original Land remains subject to approvals and requirements of relevant Authorities;
 - (iii) variations or changes may occur during the subdivision of the Original Land and development of the Estate and construction works;
 - (iv) differences in the methodology for measurement of lots for pre-title or approval plans and for final survey and titling purposes; and
 - (v) to assist in the identification of the Land for the preparation of the Plan;
- (c) should the area of the Land on final survey vary from the Land shown on the Plan:
 - (i) 2% or less, then the Buyer agrees that percentage change is not material and the variation in size is a permitted variation;

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Buyer X _____ Buyer X _____

- (ii) more than 2% but 5% or less, then the Buyer must complete the purchase of the Land and the Purchase Price will be reduced based on a pro rata price per square metre (less a 2% allowance) in accordance with the formula in the following example:

Example: Lot size 450m² sold for \$260,000 (\$577.78/ sqm)
If final survey is 5% less in area = 22.5 sqm
Less 2% allowance of 450 sqm = 9 sqm
Reduction of sqm for calculation of price reduction = 13.5 sqm
Price reduction based on 13.5 sqm @ \$577.78/sqm = \$7,800.03

Or

- (iii) more than 5%, then:
- (1) the Buyer may terminate the Contract by giving written notice to the Seller not less than 5 Business Days before the Settlement Date and the Buyer will be refunded the Deposit in full, and neither party will have any further rights or claims against the other; or
 - (2) if the Buyer does not terminate under special condition 11(c)(iii)(1), then the Buyer must complete the purchase of the Land and the Purchase Price will be reduced based on a pro rata price per square metre (less a 2% allowance) in accordance with the formula in the above example.
- (d) the Seller makes no warranty in relation to the accurate location of the survey pegs on the Land after the initial installation on the Land by the Seller's surveyors, and is not obliged to maintain any survey pegs marking the boundary of the Land; and
- (e) 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 2022 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;

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Buyer X _____ Buyer X _____

- (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.

- (b) The Land may be under development and construction before or after the Settlement Date, and factors affecting the Land may be subject to change. The completion of the physical development and construction of the Land as a separate Lot is not a requirement for a separate Certificate of Title to issue for the Land. The Buyer acknowledges that delays in the development and construction of the Land as a separate Lot are generally not attributable to the Seller. If any of the Seller's development works required to be undertaken on the Land have not been completed prior to Settlement, following Settlement:
 - (i) the Seller and its contractors may access the Land as and when they require to undertake such works;
 - (ii) the Buyer and/or its appointed builder must:
 - (1) not impede access to the Land by the Seller and its contractors; and
 - (2) co-operate with the Seller and its contractors,
 in respect to the Seller's undertaking of such works; and
 - (iii) the Seller or its contractors will give the Buyer reasonable notice and a reasonable description of such works before accessing the Land.

- (c) The Buyer agrees that in developing the Original Land, the Seller assumes a range of risks which it cannot foresee or control, including the risk that the development of the Original Land may be delayed or take an extended period of time. If the Seller or the Seller's Agent advises the Buyer of an indicative date by which the Seller expects to obtain a separate Certificate of Title for the Land, and there is any delay in obtaining a separate Certificate of Title for the Land beyond that date, the Seller will not be responsible to compensate the Buyer for any additional costs or expenses of whatever nature (including, without limitation, those relating to any price increases pursuant to any building contract entered into by the Buyer) which the Buyer alleges is caused, whether directly or indirectly, by that delay.

13. General Conditions

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

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

- (b) It is agreed that clause 4.2 in the General Conditions is modified for the purposes of this Contract to add at the end of clause 4.2(b) the following:

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Buyer X _____ Buyer X _____

"provided that this clause 4.2 does not apply if the reason for the Seller delay in any way relates to:

- (c) completion of the physical development and construction of the Land as a separate Lot;
- (d) the Seller and its contractors or builder requiring access to the Land or any other land in the Estate to undertake the Seller's development works;
- (d) a requirement, approval, certificate or delay by an Authority; or
- (e) a matter beyond the Seller's reasonable control."

14. GST

- (c) 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.
- (d) The Seller is registered under the GST Act.
- (e) 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 as a destination line item of the Seller (Transferor);
 - (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

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Buyer X _____ Buyer X _____

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.
- (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:

- (a) the Seller may elect to pay Water Corporation rates and service charges in advance on a yearly basis; and
- (b) if the Seller elects to pay Water Corporation rates and service charges in advance, the Seller may elect to claim, and if the Seller so elects, the Buyer must pay and refund to the Seller at Settlement, all Water Corporation rates and service charges relating to the Land paid by the Seller that apply 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 the issue of a Certificate of Title for the Land.
- (b) The Buyer must pay on demand all of the Seller's costs incurred in relation to the withdrawal of any caveat lodged in contravention of special condition 17(a), including all registration fees payable to Landgate.

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,

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Buyer X _____ Buyer X _____

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 on the basis that the NBN network infrastructure is outside of the Seller's control.

20. Vasse Building and Development Guidelines

- (f) The Buyer acknowledges and agrees that the Buyer has received the Vasse Building and Development Guidelines Dawson Residential Estate, Edition 4 (**Guidelines**).
- (g) The Buyer acknowledges and accepts that:
 - (i) the Guidelines apply to the Land; and
 - (ii) the Buyer shall observe and comply with 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.

22. Land Tax Notice

In accordance with clause 7.4(b) and (c) of the General Conditions, the Seller notifies the Buyer that:

- (a) the Seller is the registered proprietor of land other than the Land; and
- (b) the Land and that other land are liable to Land Tax.

23. Landscaping Plan

- (a) The Seller is required by the City of Busselton to install or construct the landscaping, street trees, features and other items ("**Landscaping**") in the Estate shown on an indicative basis only on the plan annexed as Annexure G ("**Estate Landscaping Plan**").
- (b) The Estate Landscaping Plan may require amendment and is subject to approval by the City of Busselton, and accordingly is subject to change. The Seller will provide the Buyer with a copy of the approved Estate Landscaping Plan prior to Settlement.

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Buyer X _____ Buyer X _____

- (c) The Buyer acknowledges and agrees that:
- (i) the Buyer will take the Land subject to those items of Landscaping and is not entitled to bring any claim against the Seller in relation to them;
 - (ii) the Buyer must not alter, modify or remove this Landscaping;
 - (iii) the Seller may elect to install or construct any of the items of Landscaping after Settlement, such items of Landscaping being the “**Deferred Landscaping**”; and
 - (iv) the Seller will install or construct any Deferred Landscaping on or around the Land within 27 months after the Seller completes the installation of all of the Landscaping in the Estate (excluding the Deferred Landscaping and any Deferred Landscaping in respect of other land in the Estate).

24. Landscaping Guidelines

- (a) The Buyer has received the Vasse Dawson Estate Front Yard Landscaping: Installation Guidelines – Revision 3 (**Landscaping Guidelines**) (annexed to this Contract as Annexure H).
- (b) The Buyer acknowledges and accepts that:
- (i) the Landscaping Guidelines, as reasonably updated from time to time by the Seller and provided to the Buyer, apply to the Land; and
 - (ii) the Buyer must observe and comply with the Landscaping Guidelines.

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**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 451m²;
 - (e) 150m² on a lot with an area between 451m² 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 4;
 - (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) if the Land is any of Lots 646, 647, 669 or 670:
 - (A) is setback a minimum of 0.5m behind the alignment of the dwellings on those Lots; and

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Buyer X _____ Buyer X _____

- (B) is in the location set out on the Local Development Plan that applies to the Land;
 - (2) for all Lots other than Lots 646, 647, 669 or 670, is setback no less than 4.5 metres unless the garage faces a laneway;
 - (3) is fully enclosed;
 - (4) 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;
 - (5) has a sectional door which when closed completely screens the interior of the garage from the adjacent street or laneway;
 - (6) 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:
- (1) if the Land is any of Lots 646, 647, 669, or 670, is:
 - (A) shared jointly and consolidated within the Designated Driveway Crossover locations as depicted on the Local Development Plan that applies to the Land; and
 - (B) subject to a consolidated driveway width, no more than 4 metres wide at the street front boundary;
 - (2) for all Lots other than Lots 646, 647, 669, or 670, 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;

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Buyer X _____ Buyer X _____

- (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:
 - (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, 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 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;
- (p) 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;

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Buyer X _____ Buyer X _____

- (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;
- (q) 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;
- (r) 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);
- (s) any drainage soakwells that:
- (i) are not connected to roof stormwater drainage of the dwelling constructed on the Land;
 - (ii) if the Land is any of 685 - 692 are not located within the 0.5 metre to 2.5 metre setback of the Sweep Land boundary;
 - (iii) for all Lots other than Lots 685 - 692 are not located within the 0.5 metre to 3 metre setback from the primary street boundary; 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 or any other item of landscaping installed or constructed by the Seller 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;

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

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ANNEXURE C

LANDSCAPING AND FENCING PACKAGE

1 FRONT LANDSCAPING

- (a) The Seller agrees to contribute \$_____ including GST ("**Landscaping Package**") towards the costs actually incurred of the landscaping on the street frontage of the Land between the residence constructed on the Land ("**Residence**") and the street kerb of the Land ("**Front Landscaping**").
- (b) The Buyer acknowledges and accepts that the Seller has an interest in the dwellings and front landscaping of dwellings in the Estate being completed in a timely manner and to a high standard, and that the provision of the Landscaping Package is to incentivise the Buyer to complete the Residence and the Front Landscaping in a timely manner and to a high standard.
- (c) Accordingly, the Landscaping Package is provided to the Buyer in consideration for, and subject to the Buyer's satisfaction of all of the following conditions:
- (i) the Buyer completing construction of the Residence within 24 calendar months following Settlement;
 - (ii) the Residence and all improvements on the Land complying with, in the Seller's reasonable opinion, the Protective Covenants set out in Annexure B to this Contract and the Vasse Building and Development Guidelines Dawson Residential Estate, Edition 4;
 - (iii) the Buyer notifying the Seller in writing as soon as practicable after the Residence is practically complete;
 - (iv) subject to clause 1(e)(iv), the Buyer completing or procuring the completion of the Front Landscaping within 2 months of the Seller confirming to the Buyer that it considers that the construction of the Residence is practically complete and complies with the requirements of clause 1(c)(ii) of this Annexure C; and
 - (v) the Front Landscaping complying with the Landscaping Guidelines.
- (d) If the Buyer fails to satisfy the conditions set out in clause 1(c) (including compliance with the Landscaping Guidelines) the Seller shall not be obliged to pay any part of the Landscaping Package.
- (e) The Buyer agrees and acknowledges that the process for payment of the Landscaping Package is as follows:
- (i) following the Buyer receiving confirmation from the Seller that it considers that the construction of the Residence is practically complete and complies with the requirements of clause 1(c)(ii) of this Annexure C, the Buyer may install the Front Landscaping itself or appoint its own landscaping contractor to install the Front Landscaping. The Buyer acknowledges and agrees that if the Buyer completes the Front Landscaping themselves, the amount of the Landscaping Package that will be paid (subject to Buyer's satisfaction of the conditions in clause 1(c)) will be exclusive of GST. For the avoidance of doubt, if the Landscaping Package is stated above to be \$5,000.00 including GST, \$4,500 will be paid to the Buyer;
 - (ii) subject to clause 1(e)(iv), the Buyer must complete or procure completion of the Front Landscaping within 2 months of the Seller confirming to the Buyer

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Buyer X _____ Buyer X _____

that it considers that the construction of the Residence is practically complete and complies with the requirements of clause 1(c)(ii) of this Annexure C;

- (iii) on completion of the Front Landscaping, the Buyer will arrange for the Seller to inspect the completed Front Landscaping for compliance with the Landscaping Guidelines;
- (iv) provided the Buyer has complied with the required timeframes set out in 1(c) and this clause 1(e), if following the Seller's inspection of the Front Landscaping, the Seller considers that any part of the Front Landscaping does not comply with the Landscaping Guidelines, the Seller will advise the Buyer of the items of non-compliance and the Buyer must:
 - (1) rectify those items of non-compliance within 30 days of receiving the Seller's advice; and
 - (2) advise the Seller once the rectification works are completed so that the Seller may reinspect the Front Landscaping;
- (v) if the Seller is satisfied that the Buyer has satisfied the conditions in clause 1(c), complied with the timeframes in this clause 1(e) and subject to clause 1(d), the Seller will pay the costs actually incurred up to the value of the Landscaping Package:
 - (1) where the Front Landscaping has been completed by a landscaping contractor, within 30 days after receiving an invoice from the Buyer or the Buyer's landscaping contractor for the completed Front Landscaping up to the value of the Landscaping Package; or
 - (2) where the Front Landscaping has been completed by the Buyer, within 30 days of the later of:
 - (a) the Buyer completing the Seller's required payment forms; and
 - (b) if requested by the Seller, the Buyer providing evidence (to the Seller's reasonable satisfaction) of the cost of the completed Front Landscaping up to the value of the Landscaping Package.
- (d) The Buyer agrees and acknowledges that 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 verge between the front boundary of the Land and the road kerb or in the Estate, is removed or damaged or fails to survive a relocation by the Buyer, the Seller may withhold \$500 from the Landscaping Package and use that amount to replace the street tree on the verge between the front boundary of the Land and the road kerb as soon as practicable after completion of the Residence.
- (e) If the Buyer's landscaping requirements for the Land exceed the value of the Landscaping Package, the Buyer agrees to pay or meet any amount in excess of the value of the Landscaping Package and to pay the excess to the Buyer's own landscaping contractor.
- (f) The Buyer agrees and acknowledges that the Landscaping Package is personal to the Buyer and is not transferrable. The Buyer must not assign or transfer its right or entitlement to the Landscaping Package to any person and the Seller is not obliged to pay the Landscaping Package to anyone other than the Buyer or the Buyer's own landscaping contractor.
- (g) The Buyer agrees and acknowledges that:

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Buyer X _____ Buyer X _____

- (i) the Buyer must comply with the requirements of the City of Busselton in relation to the landscaping of the verge between the front boundary of the Land and the road kerb ("**Verge**");
- (ii) the Buyer is responsible for seeking any approvals required by the City of Busselton in relation to the landscaping of the Verge; and
- (iii) notwithstanding that completion of the landscaping of the Verge is required in order for the Landscaping Package to be paid by the Seller, the payment of the Landscaping Package must not be construed by the Buyer as confirmation that the landscaping completed on the Verge complies with the requirements of the City of Busselton or satisfies any approvals given by the City of Busselton.

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. The Buyer acknowledges and accepts that the Seller has an interest in the dwellings in the Estate being constructed in a timely manner and that the provision of the Fencing is to incentivise the Buyer to complete the Residence in a timely manner. Accordingly, the Fencing is provided in consideration for, and 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 reasonable opinion, the Protective Covenants set out in Annexure B to this Contract and the Vasse Building and Development Guidelines Dawson Residential Estate, Edition 4; and
 - (iii) the Buyer notifying the Seller in writing as soon as practicable after the Residence is practically complete.
- (b) If the Buyer fails to satisfy the conditions set out in clause 2(a) within the time specified, the Seller shall not be obliged to provide the Fencing.
- (c) 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 the Buyer's notice under clause 2(a)(iii).
- (d) The Buyer agrees and acknowledges that the Buyer must not assign or transfer its right or entitlement to the Fencing to any person except to a buyer of the Land where the Buyer has satisfied clause 2(a).

INITIAL HERE

Buyer X _____ Buyer X _____

**ANNEXURE D
COPY OF CERTIFICATE OF TITLE VOLUME 4039 FOLIO 631 FOR THE ORIGINAL LAND**

WESTERN



AUSTRALIA

TITLE NUMBER

Volume	Folio
4039	631

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

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 9565 ON DEPOSITED PLAN 425525

**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 P595730) REGISTERED 16/8/2023

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

1. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR ELECTRICITY PURPOSES TO ELECTRICITY NETWORKS CORPORATION SEE DEPOSITED PLAN 425525 AS CREATED ON DEPOSITED PLAN 65895
2. L877787 MORTGAGE TO CENTURY FINANCE PTY LTD REGISTERED 30/3/2012.
3. O761571 RESTRICTIVE COVENANT TO ELECTRICITY NETWORKS CORPORATION - SEE DEPOSITED PLAN 425525 REGISTERED 24/6/2021.
4. O761572 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 24/6/2021.
5. P399125 RESTRICTIVE COVENANT TO ELECTRICITY NETWORKS CORPORATION - SEE DEPOSITED PLAN 425525 REGISTERED 17/1/2023.
6. P595734 RESTRICTIVE COVENANT TO ELECTRICITY NETWORKS CORPORATION - SEE DEPOSITED PLAN 425525 REGISTERED 16/8/2023.

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.
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.

END OF PAGE 1 - CONTINUED OVER

LANDGATE COPY OF ORIGINAL NOT TO SCALE 23/05/2024 11:37 AM Request number: 66642160



www.landgate.wa.gov.au

INITIAL HERE

Buyer X _____ Buyer X _____

June 2024

Error! Unknown document property name.

RECORD OF CERTIFICATE OF TITLE

REGISTER NUMBER: 9565/DP425525

VOLUME FOLIO: 4039-631

PAGE 2

SKETCH OF LAND:

DP425525

PREVIOUS TITLE:

4030-405

PROPERTY STREET ADDRESS:

NO STREET ADDRESS INFORMATION AVAILABLE.

LOCAL GOVERNMENT AUTHORITY:

CITY OF BUSSELTON

LANDGATE COPY OF ORIGINAL NOT TO SCALE 23/05/2024 11:37 AM Request number: 66642160



www.landgate.wa.gov.au

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Buyer X _____ Buyer X _____

June 2024

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COPY OF CERTIFICATE OF TITLE VOLUME 2693 FOLIO 65 FOR THE ORIGINAL LAND

WESTERN



AUSTRALIA

REGISTER NUMBER	
9521/DP52479	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
3	4/4/2012

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

VOLUME 2693 FOLIO 65

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 9521 ON DEPOSITED PLAN 52479

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

PERRON DEVELOPMENTS PTY LTD OF 4 PLAIN STREET, EAST PERTH
STAWELL PTY LTD OF FIRST FLOOR, 8 KINGS PARK ROAD, WEST PERTH
AS TENANTS IN COMMON IN EQUAL SHARES

(T L897320) REGISTERED 30/3/2012

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

- EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR DRAINAGE PURPOSES TO LOCAL AUTHORITY - SEE DEPOSITED PLAN 52479
- 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: DP52479
 PREVIOUS TITLE: 1094-504
 PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
 LOCAL GOVERNMENT AUTHORITY: CITY OF BUSSELTON

LANDGATE COPY OF ORIGINAL NOT TO SCALE 25/07/2023 10:18 AM Request number: 65387744



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Buyer X _____ Buyer X _____

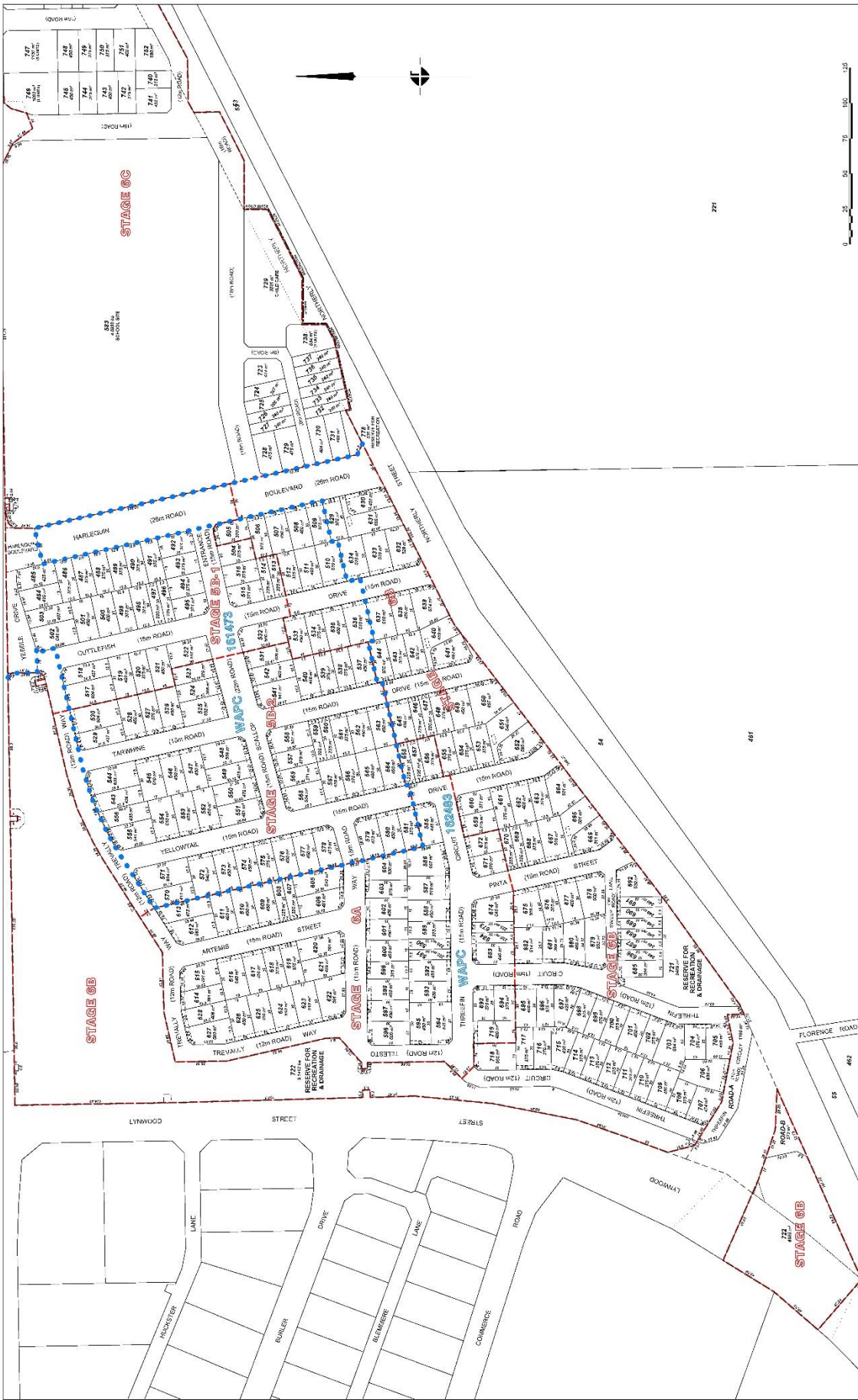
ANNEXURE E PLANS OF SUBDIVISION



DWG225896D - FN - 19 Aug. 2024

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Buyer X _____ Buyer X _____



File No.	2049	Date:	09 May 2024	Client:	PERRON DEVELOPMENTS
Scale (M:1)	N/A	Ver:	N/A	Project:	VASSE - DAWSON (SOUTH); STAGES 5B-1 & 2 AND 6A & B; YEBBLE DRIVE, VASSE
Drawn:	BASELE mp	Revise:	10	Title:	PRECALCULATION PLAN
Proj No.	00000000000000000000	Sheet	1 of 1	Date:	N/A
				Drawn:	N/A
				Check:	N/A

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 A.C.N. 608 938 993 ABN 78 608 938 993
 Unit 6, 18 Casuarina Drive, Bunbury
 PO Box 779 BUNBURY WA 6231
 Phone: (08) 9721 4000
 Email: info@thompsonsurveying.com.au

Thompson
 surveying consultants

Buyer X _____ Buyer X _____

ANNEXURE F LOCAL DEVELOPMENT PLAN

In respect to Lots 505 - 512 and Lot 533 - 536 only - Revision B

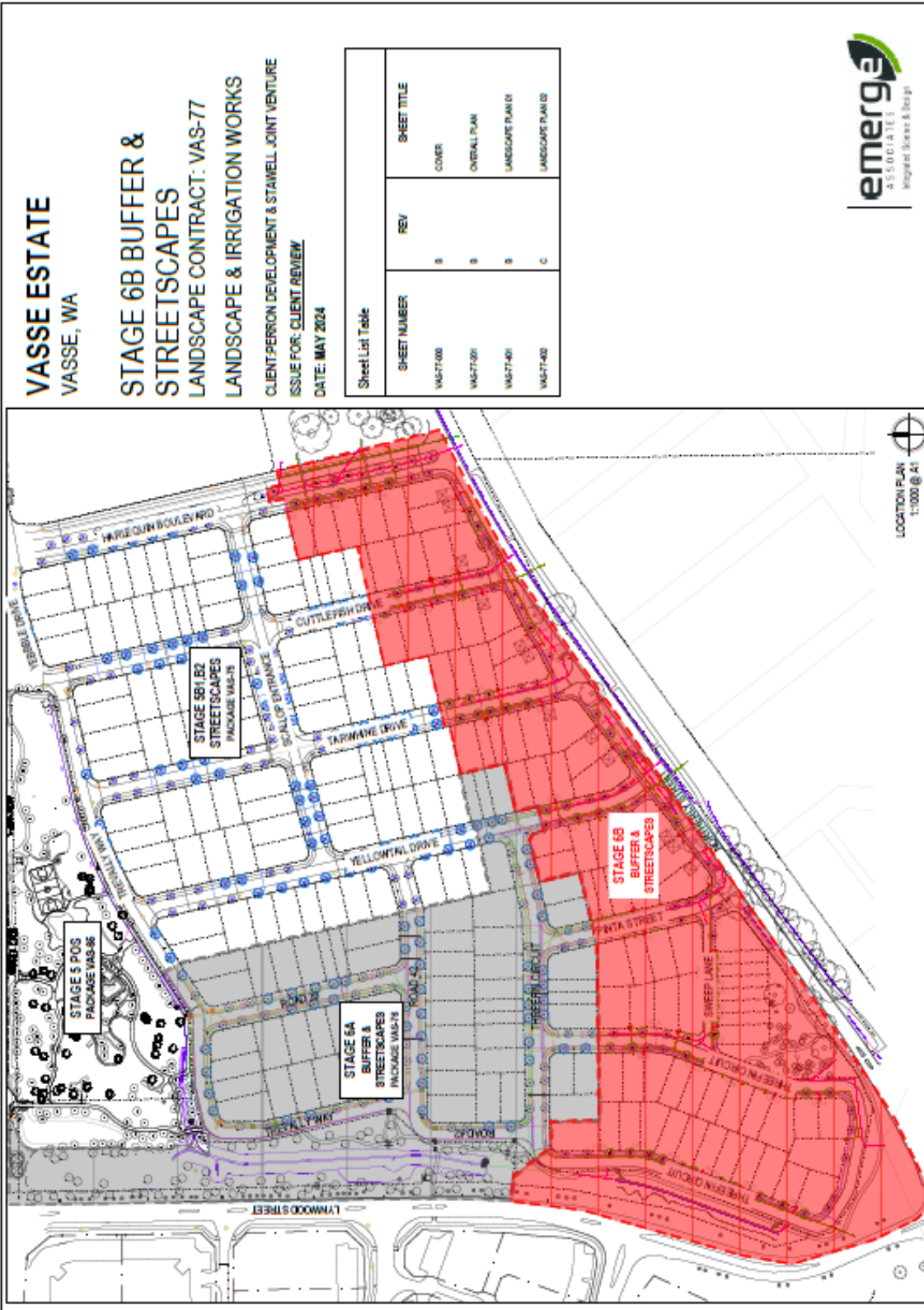


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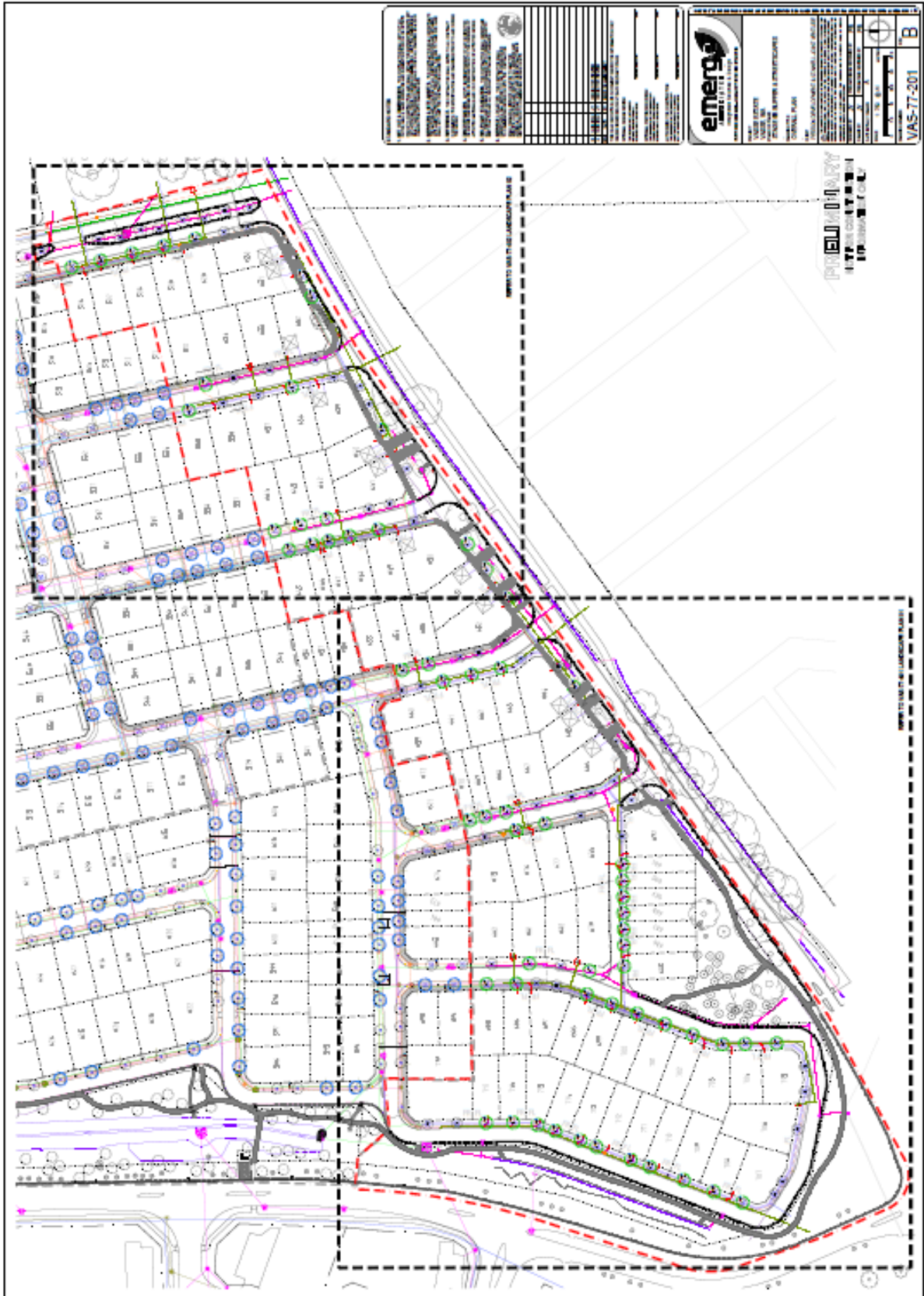


ANNEXURE G LANDSCAPING PLAN



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Buyer X _____ Buyer X _____

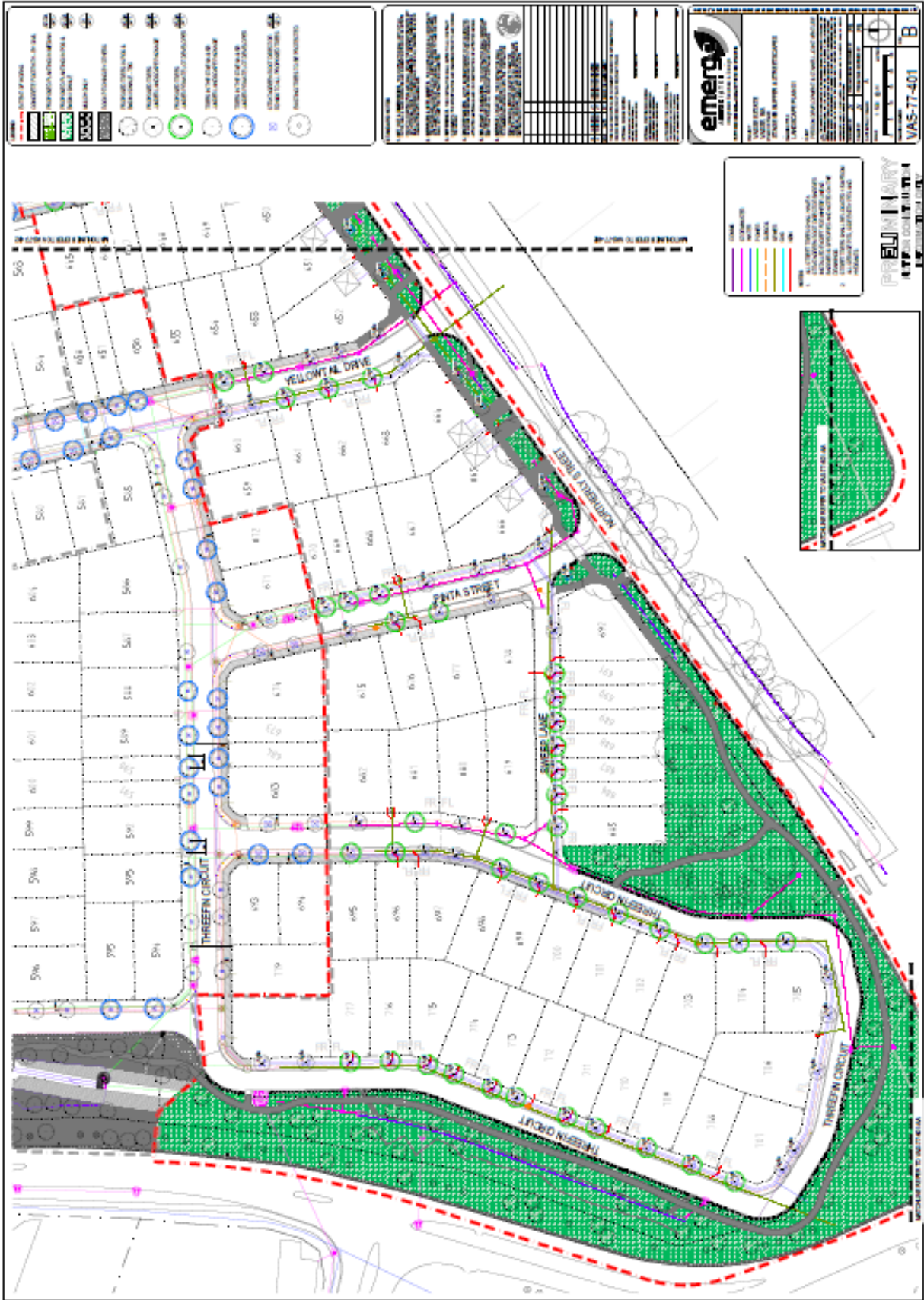


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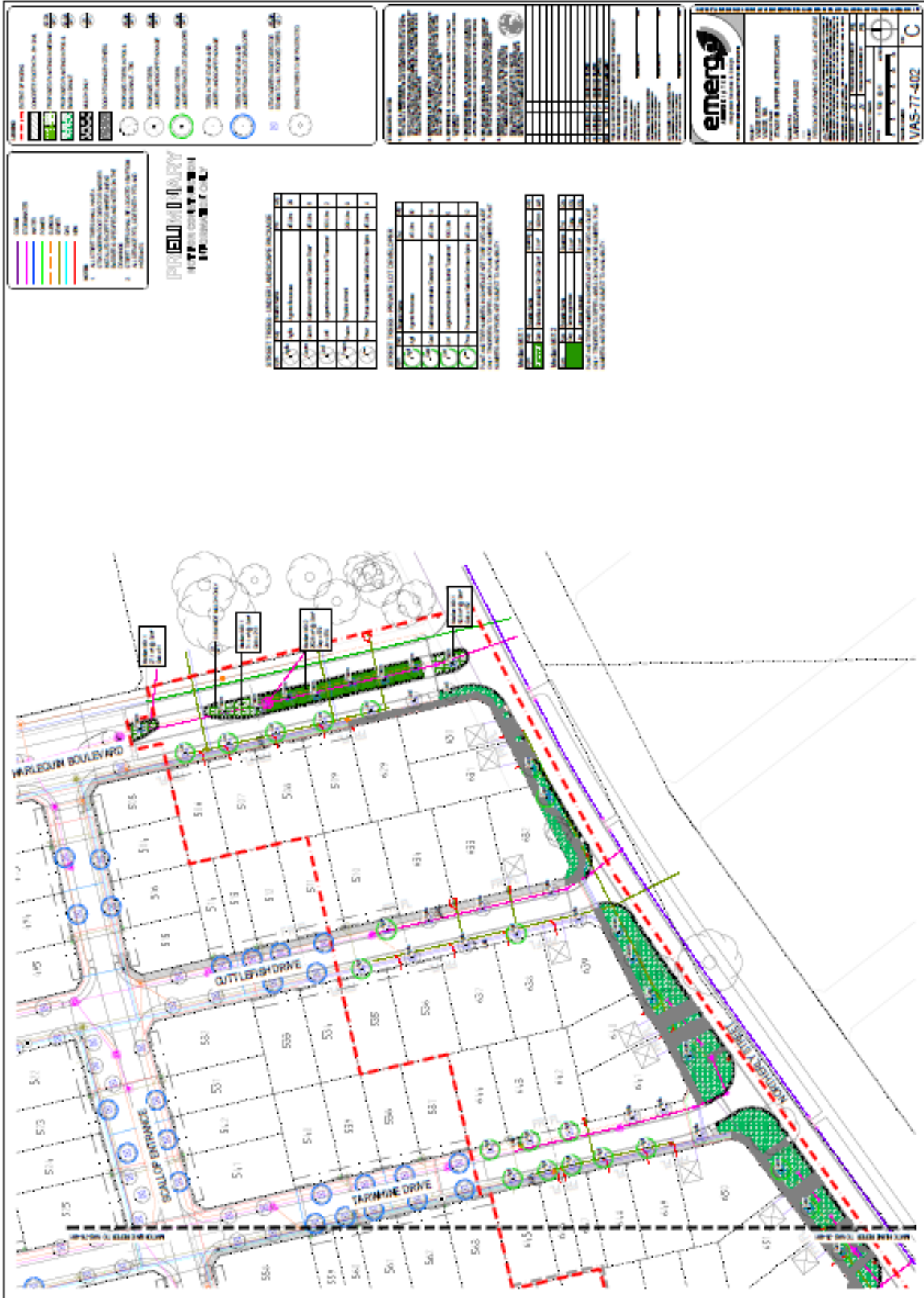
June 2024

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Buyer X _____ Buyer X _____



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Buyer X _____ Buyer X _____

**ANNEXURE H
LANDSCAPING GUIDELINES**

INITIAL HERE

Buyer X _____ Buyer X _____



Introduction

This document outlines the installation procedure to redeem the Landscaping Package r, as implemented by the Developer of Dawson Estate (**Seller/Developer**). Any deviation from this procedure and that set out in your land sale contract may result in your Landscaping Package not being payable.

If you have queries regarding any part of the procedure, please contact info@hansonproperty.com.au or call the Hanson Property Group office on (08) 9755 8234 for clarification.

Applying for the Landscaping Package

When you have been advised of a practical completion date by your home builder, you must advise the Seller via Hanson Property Group. If you are within the expiry date set out in Annexure C of the land sale contract (being 24 months from the date of settlement) , Hanson Property will arrange for a Fencing and Landscaping Application to be issued to you for completion.

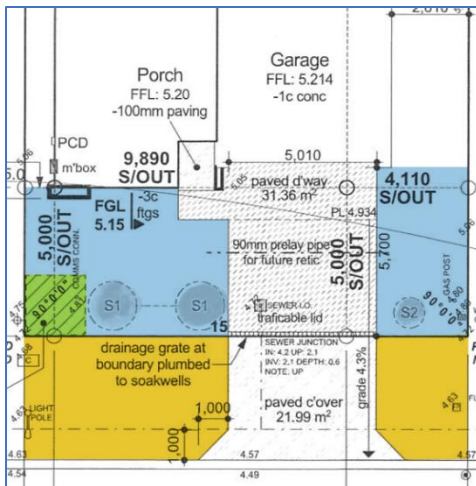
If you are nearing the expiry date and have not been advised of a practical completion date by your home builder, please contact Hanson Property Group to advise of the delay. The Seller is not obliged to pay the Landscaping Package if the residence being constructed is not completed prior to the expiry date.

Once your Fencing and Landscaping Application has been provided to Hanson Property and Hanson Property confirms that the Seller considers that the residence constructed is practically complete and otherwise complies with the requirements of the land sale contract, you will then have 2 months to complete the installation of the landscaping in accordance with these guidelines to qualify for payment of the Landscaping Package by the Seller.

Design

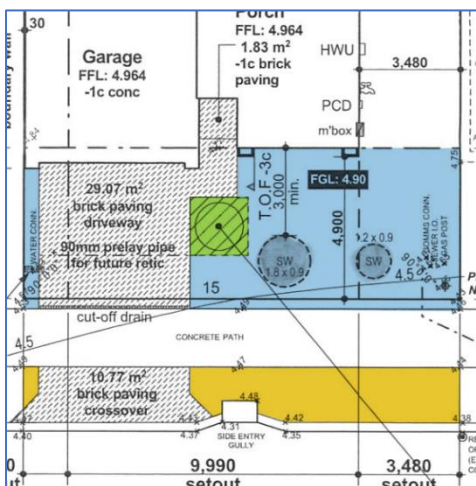
The areas outlined below are examples of what is considered to constitute the Front Landscaping area, pending your lot design. These areas will need to be landscaped in full and comply with the standards outlined within these guidelines for you to be eligible to receive the Landscaping Package.

Standard Lots



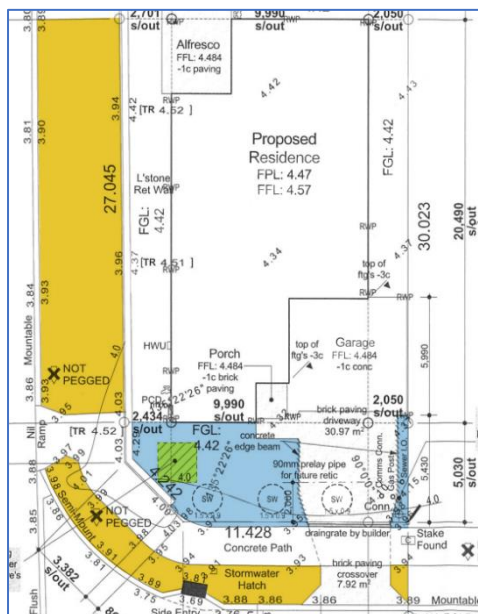
- Landscaping must be installed from the frontage of the home to the road kerb. The area highlighted **blue** is within your lot boundary.
- The street verge (highlighted **orange**), being the area of the verge between the front boundary of the Land and the road kerb, must be landscaped in accordance with the requirements of the City of Busselton.
- The 2m x 2m designated tree planting area (highlighted **green**) is to be completed by the owner as part of your landscaping installation using a tree from the City of Busselton's specified species list and compliant with the RCodes. Please refer to your site plan to confirm the location.

Lots with Concrete Pathways



- Landscaping must be installed from the frontage of the home to the concrete path. The area highlighted **blue** is within your lot boundary.
- The street verge (highlighted **orange**), being the area between the concrete path and the road kerb, must also be landscaped, and must be landscaped in accordance with the requirements of the City of Busselton.
- The 2m x 2m designated tree planting area (highlighted **green**) is to be completed by the owner as part of your landscaping installation using a tree from the City of Busselton's specified species list and compliant with the RCodes. Please refer to your site plan to confirm the location.

Corner Lots



- Landscaping must be installed from the frontage of the home to the concrete path or kerb. The area highlighted **blue** is within your lot boundary.
- The street verge (highlighted **orange**), being the area between the concrete path and the road kerb must also be landscaped, and must be landscaped in accordance with the requirements of the City of Busselton.
- The secondary street verge (highlighted **orange**), being the area between the lot boundary and the road kerb, must also be landscaped up to the boundary of the abutting lot, and must be landscaped in accordance with the requirements of the City of Busselton.
- The 2m x 2m designated tree planting area (highlighted **green**) is to be completed by the owner as part of your landscaping installation using a tree from the City of Busselton's specified species list and compliant with the RCodes. Please refer to your site plan to confirm the location.

Street Verges

The street verge is defined as being the area between the boundary of the land and the road kerb. In the case that there is a concrete path, the street verge is the land directly between the concrete path and the road kerb. Please refer areas highlighted **orange** in the examples provided above.

You must comply with the City of Busselton's requirements in relation to the landscaping of the street verge.

You are responsible for seeking any approvals required by the City of Busselton in relation to the landscaping of the street verge.

You must landscape the street verge in accordance with the requirements of the City of Busselton in order to receive the Landscaping Package.

What Will Be Accepted

The following elements are encouraged to be installed as part of your front landscaping:

- Turf serviced by an automatic irrigation system for a minimum of 12m² within the lot boundary;
- Premium mulch; and
- Native plants (e.g. kangaroo paw, myoporum etc).

The Developer has a vested interest in the high-quality presentation of Dawson Estate and prefers irrigated turf to feature within front landscaping installations. As a guide, a front landscaping installation containing a minimum irrigated turf area of 12m² within the lot boundary is encouraged when assessing installations for the Landscaping Package, unless compelling landscape features are used in place of the 12m² of irrigated turf.

Native planting installations within the lot boundary would be supported provided it is of a high quality with substantial planting.

What Will Not Be Accepted

The following items are not permitted:

- synthetic turf within any portion of the front landscaping;
- turf which is not serviced by an automatic irrigation system;
- front landscaping which contains very little planting and is predominately mulch;
- any areas of front landscaping which are incomplete; and
- any items which are prohibited by the City of Busseton requirements for street verges.

Tree Planting Areas – Residential Design Codes Volume 1 (Amended April 2024)

The Residential Design Codes were amended on 10 April 2024, including updated requirements for designated tree planting areas for all single houses, grouped dwellings and multiple dwellings sites. Should the designated tree planting area shown on your Building Plans be located within the Front Landscaping area, then this tree will need to be installed by you for the Landscaping Package to be paid.

Important Note on Street Trees

As advised in your land sale contract, if 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 will withhold \$500.00 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.

When designing and installing your Front Landscaping, it is imperative that you allow for a 2m x 2m planting area within the street verge area for the future planting of a street tree by the Developer (should one not already be planted when you commence the installation).

Reimbursement Process

Upon completing the front landscaping installation, you will need to inform Hanson Property Group so that a kerb-side inspection can be conducted to confirm completion. If the Seller is satisfied that you have complied with the requirements of these guidelines and the requirements of Annexure C of the land sale contract, the Landscape Package will be paid as set out in Annexure C of the land sale contract. As further set out in the land sale contract, if you have otherwise complied with the requirements of Annexure C of the land sale contract and these guidelines, if following the Seller's inspection of the Front Landscaping, the Seller considers that any part of the Front Landscaping does not comply with these guidelines, the Seller will advise you of any items of non-compliance. In order to remain eligible to receive the Landscaping Package, you must rectify those items of non-compliance within 30 days of receiving the Seller's advice and advise the Seller once the rectification works are completed so that the Seller may reinspect the Front Landscaping.

Reimbursement Direct to Owner

If the Buyer has complied with the requirements of Annexure C of the land sale contract and these guidelines, and the Seller is satisfied with the Buyer's completion of the Front Landscaping, Hanson Property

Group will issue a banking information form and statement by a supplier form via DocuSign for completion. Once these forms have been signed, an invoice will be generated using the provided banking information and sent to the Developer for reimbursement.

If the Landscaping Package is being directly reimbursed to yourself and you do not have a landscaping contractor, the Landscaping Package will therefore be reimbursed excluding GST.

Reimbursement Direct to Landscaping Contractor

In the instance that a nominated landscaping contractor is completing the works, they may issue an invoice to Hanson Property Group. If the Buyer has complied with the requirements of Annexure C of the land sale contract and these guidelines, and the Seller is satisfied with the completion of the Front Landscaping, the invoice will be sent to the Developer to then be paid direct to the nominated landscaping contractor.

Compliant Front Yard Landscaping Examples

See the following page for examples of front yard landscaping installations that are deemed to be compliant.

These installations have been completed by qualified landscaping contractors.





GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:

Proposed Lot XXX of Dawson Residential Estate Vasse Stage 6B (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