



Part of Lot 16 (315) Forrest Road, Hilbert, Western Australia (Stage 1)

ANNEXURE "A" - SPECIAL CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATION

(a) Definitions

In this Contract, unless the context requires otherwise, the following words have the following meanings:

Approval means an approval, consent, permit or permission required by the Seller or any other person from any Relevant Authority in order to register the Proposed Plan of Subdivision in accordance with the requirements of any Relevant Authority including but not limited to in relation to a subdivision approval.

Annexure includes each additional annexure, appendix and/or attachment to this Contract.

AS3959 means 'Australian Standard AS 3959 (2018) - Construction of buildings in bushfire-prone areas (Amend 2-2020)', and as modified from time to time, that can be obtained from the BAL System or at the following website: https://infostore.saiglobal.com/en-au/standards/as-3959-2018-122340_saig_as_as_2685241/

BAL Information means the information that is contained in an Annexure to this Contract (if any), or, if no information is contained in an Annexure to this Contract, then such information (if any) which the Seller provides to the Buyer in writing prior to the execution of this Contract by the Buyer that is relevant to the Property's bushfire attack level within the meaning of that term in AS3959.

BAL System means an information system that can be accessed at the following website: <http://www.as3959.com.au>, which the Buyer may use the BAL Information to ascertain the Property's bushfire attack level for the purposes of AS3959.

Bushfire Management Plan means the approved Bushfire Management Plan required as a condition of the Planning Commission's approval of the subdivision of the Property from the Original Land, prepared by Rural Fire Risk Consultancy Pty Ltd trading as RUIC Fire dated 19 October 2018, all as amended, varied, supplemented or consolidated from time to time.

Bushfire Management Orders, Policies, and Regulations include the *Bushfire Management Orders, Policies and Regulations Fire and Emergency Services (Bush Fire Prone Areas) Order 2015*, *State Planning Policy 3.7 - Planning in Bushfire Prone Areas*; the *Planning and Development (Local Planning Schemes) Amendment Regulations 2015*; the *Building Amendment Regulations (No. 3) 2015*; and any other applicable bushfire mitigation or management orders, policies, and regulations in force at the time, all as modified from time to time.

City means the City of Armadale (or any replacement thereof).

Continuing Development Works means works undertaken to, on and in the vicinity of the Original Land and the Property by the Seller or the Seller's related entity including civil site works, engineering, de-watering, construction works, demolition, clearing and all associated works;

DevelopmentWA means the West Australian Land Authority trading a DevelopmentWA.

Fencing and Landscaping Provisions means the provisions contained in Annexure "D".

General Conditions means the *2022 Joint Form of General Conditions for the Sale of Land* a copy of which are annexed to this Contract.

LDP means the approved local development plan contained in Annexure “C” (and accessible at the following website <https://developmentwa.com.au/documents/669-precinct-14-e-local-development-plan-lot-16-forrest-road-hilbert/viewdocument/669>) addressing, among others, matters of vehicular access, designation of garage locations, designation of building location, orientation and design, primary street setbacks and fencing requirements (accessed at the .

Plan of Subdivision means the Proposed Plan of Subdivision in the form in which it is registered at Landgate, as amended, varied, supplemented or consolidated from time to time.

Planning Instruments include the relevant planning or other schemes or planning policies of the Relevant Authority, which include the *Armadale Redevelopment Scheme No 2*, *Armadale Redevelopment Area Development Policies*, *State Planning Policy 7.3 – Residential Design Codes*, the LDP and any other applicable state and local planning policy in force at the time relevant to the use and development of the Property and all as modified from time to time.

Proposed Plan of Subdivision means the plan or a plan annexed to this Contract and marked Annexure “B” showing the Property and the proposed Lots and includes such plan or plans as amended, varied or supplemented from time to time and which may show the subdivision of the Original Land in Stages (whether as originally prepared, or from time to time).

Purchase Price means the price payable by the Buyer to the Seller to buy the Property pursuant to this Contract.

Relevant Authority includes each government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, statutory or public authority, tribunal, agency or entity, whether local, state, federal or otherwise and includes without limitation DevelopmentWA, the City and the Planning Commission.

Settlement Date means the date for the settlement of the sale of the Property specified in this Contract or otherwise determined pursuant to these special conditions.

Stage means (if applicable) the proposed Lots shown as grouped into a corresponding stage as may be shown on the Proposed Plan of Subdivision.

(b) Interpretation

In this Contract unless stated otherwise:

- (i) terms and expressions which are defined in the General Conditions and which are used, but not defined, in this Contract have the same meanings attributed to them in the General Conditions when used in this Contract; and
- (ii) without limiting clause 26.6 of the General Conditions, a provision of this Contract shall not be construed against a Party merely because that Party was responsible for drafting this Contract or for the inclusion of that provision.

(c) No Merger

Any terms, conditions or provisions of this Contract (including in any Annexure or Attachment) which are not satisfied or fulfilled at Settlement will not merge in the Transfer of Land and will continue to apply and be enforceable against the Buyer.

2 INCORPORATION OF SPECIAL CONDITIONS AND ANNEXURES

- (a) These special conditions and all Annexures are incorporated into and form part of the Contract between the Seller and the Buyer.
- (b) If there is any inconsistency between the General Conditions, these special conditions and the provisions of any Annexure and/or Attachment, then the following orders of priority shall prevail:
 - (i) the provisions of the Annexure or Attachment shall prevail over these special conditions and the General Conditions to the extent of the inconsistency; and
 - (ii) these special conditions shall prevail over the General Conditions to the extent of the inconsistency.
- (c) In addition to anything else in these special conditions, the General Conditions, as they apply to this Contract, are amended as follows:
 - (i) General Condition 4.2 is deleted in its entirety;

- (ii) General Condition 9 is deleted in its entirety; and
- (iii) General Condition 15.3, 15.4 and 15.5 are deleted in their entirety.

3 SUBDIVISION OF LAND

- (a) This special condition 3 only applies if, as at the Contract Date, the Property is not a separate "lot" as defined in the Planning and Development Act. This special condition 3 does not affect or restrict the operation of any other special condition.
- (b) The Buyer acknowledges that, as at the Contract Date, the Planning Commission has granted approval to the subdivision of the Property from the Original Land on conditions which are acceptable to the Seller.
- (c) Save for General Condition 13.3(a)(1) and 13.3(a)(2), General Condition 13 does not apply to this Contract.
- (d) General Condition 13.3(a)(1) is amended by deleting the words "12 months" and replacing them with the words "on or before 31 December 2022".
- (e) General Condition 13.3(a)(2) is amended by deleting the words "3 months" and replacing them with the words "on or before 31 December 2022".
- (f) The Seller may at any time before and up to 5.00pm (WST) on the date that is 12 months after the Contract Date (**Seller's Satisfaction Date**), terminate this Contract if:
 - (i) any Relevant Authority refuses to issue or grant an Approval or fails to grant or issue an Approval before the Seller's Satisfaction Date;
 - (ii) any Relevant Authority imposes or does not agree to remove or modify a condition on an Approval which, in the opinion of the Seller (in the Seller's absolute discretion), the Seller is unable or unwilling to comply with; or
 - (iii) the Seller is of the opinion that the Proposed Plan of Subdivision will not be registered in the form required by the Seller within the time specified in General Condition 13.3(a)(2) (as varied by this Contract); or
 - (iv) the Seller is of the opinion that it is not economically viable for the Seller to continue with or complete the subdivision or particular Stage of the subdivision of the Original Land; or
 - (v) the Seller is unable to secure sufficient presale of proposed Lots on the Proposed Plan of Subdivision to secure funding for civil works and earthworks construction.
- (g) If the Plan of Subdivision is not In Order for Dealing within the time specified in General Condition 13.3(a)(2) (as varied by this Contract) then the Buyer may, by written notice to the Seller, at any time before the Plan of Subdivision is In Order for Dealing but not after that time, terminate this Contract.
- (h) If this Contract is terminated under special condition 3(f) or 3(g):
 - (i) the Seller shall return the Deposit to the Buyer; and
 - (ii) no Party will have any claim or right of action against the other arising from the termination (at law or in equity), except in respect to any matter which arose before the termination.

4A STAGED SUBDIVISION OF LAND

The Buyer acknowledges, accepts and is aware that:

- (a) the subdivision of the Original Land may be carried out in Stages and that the Seller gives no assurance that any subsequent Stage will be carried into effect within any particular period of time or at all; and
- (b) there may be Continuing Subdivision Works undertaken by or on behalf of the Seller for an indefinite period of time after Settlement and those works may be noisy or noxious and may cause dust and general discomfort, other interruptions and inconveniences to the Buyer's use and enjoyment of the Property or other persons occupying and visiting the Property, and the Buyer:
 - (i) undertakes not to make any claim whatsoever or object (and do all things necessary to procure that any occupant or visitor does not make any claim or objection) to the Continuing Subdivision Works whether before or after Settlement; and

- (ii) releases to the maximum extent permitted by law the Seller from any claim of any nature whatsoever in connection with the Continuing Subdivision Works.

4 DIVIDING FENCES AND LANDSCAPING

- (a) So long as the Seller remains the registered proprietor of any land adjoining the boundary of the Property, it is agreed the Seller shall not be required to make, nor shall the Buyer have any claim against the Seller for, any contribution to the cost of any dividing fences or walls.
- (b) The Seller will provide fencing and landscaping in accordance with the Fencing and Landscaping Provisions.

5 MATTERS AFFECTING PROPERTY

(a) LDP

The Buyer:

- (i) acknowledges, accepts and is aware of the requirements, restrictions and matters contained within the LDP; and
- (ii) acknowledges and agrees that the Buyer must, and will, comply with the requirements, restrictions and other matters contained in the LDP as it applies to the Property and that any development of the Property must adhere to the LDP unless otherwise approved by the Relevant Authority.

(b) General

Without limiting any provision of the General Conditions, the Buyer acknowledges and agrees that the Property is sold subject to all (if any):

- (iii) reservations, limitations, interests, encumbrances, restrictive covenants, notifications and memorials contained in or noted on (or to be contained in or noted on as a requirement of a Relevant Authority or otherwise) the Certificate of Title to the Property;
- (iv) building conditions, limitations, restrictions or requirements imposed against the Property by any Relevant Authority whatsoever;
- (v) easements indicated on the Proposed Plan of Subdivision or otherwise required by any Relevant Authority; and
- (vi) any easements for support, protection or services expressed or implied by the Transfer of Land Act,

and regardless of whether any such matters are expressly referred to in this Contract or not.

(c) Notifications, Easements and Restrictions

- (i) Without limiting special condition 5(b), the Buyer acknowledges, accepts and agrees that:
 - (1) the Property is sold subject to the Bushfire Management Plan;
 - (2) the Buyer must comply with the Bushfire Management Plan;
 - (3) the Buyer has been made aware of the implications of the Bushfire Management Plan on the Property, including obligations concerning matters such as bush fire readiness, the ongoing maintenance of the asset protection and hazard separation zones, the requirement to comply with standard of construction of improvements on the Property in accordance with AS 3959 (**Bushfire Risk Management Measures**);
 - (4) the Buyer has been made aware of the Bushfire Risk Management Measures;
 - (5) the Buyer has been made aware that the Bushfire Management Plan is yet to be formally approved by the Relevant Authorities and may be subject to amendments;
 - (6) the Buyer has been made aware that compliance with the Bushfire Management Plan does not guarantee that any development on the Property will survive a bushfire event;

- (7) the Bushfire Management Plan, in section 6; tables 6A, 6C and 6D, details the Seller's and Buyer's respective obligations and responsibilities for the implementation and ongoing maintenance of the Bushfire Risk Management Measures and that the Buyer has been made aware of those provisions;
- (8) if the Property is proposed Lot(s) 453 to 468 inclusive, 471 to 478 inclusive, 591 to 594 inclusive, 765 and 801 to 806 inclusive on the Proposed Plan of Subdivision the Property is sold subject to the following notification made pursuant to section 165 of the Planning and Development Act that will be registered as a Specified Encumbrance against the Certificate of Title to the Property at or prior to Settlement, reading as follows:

'This land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner and is subject to a Bushfire Management Plan. Additional planning and building requirements may apply to development on this land.'

and

- (9) the Property may be affected by and the Certificate of Title to the Property or the Plan of Subdivision identifying the Property will have noted on it notifications or memorials in connection with environmental or environmental contamination issues,

which may affect the manner in which the Property may be used (**Pertinent Matter**).

- (ii) Unless entitled to do so at law, and despite anything in the General Conditions that would otherwise give the Buyer such a right (including clause 2.7 of the General Conditions), the Buyer is not entitled to terminate this Contract or seek any compensation whatsoever from the Seller as result of any Pertinent Matter.

(d) Improvements and Development

The Buyer acknowledges that:

- (i) the Planning Instruments and Bushfire Management Plan are obtainable from the Relevant Authority;
- (ii) all development on the Property shall comply with the provisions of the:
 - (1) Planning Instruments of the Relevant Authority relevant to the Property; and
 - (2) Bushfire Management Plan and the Bushfire Risk Management Measures;
- (iii) any development on the Property may be subject to the Bushfire Management Orders, Policies, and Regulations;
- (iv) the Property falls within a designated bushfire prone area which area has been identified by the Fire and Emergency Services Commissioner as being subject, or likely to be subject, to bush fire attack;
- (v) a Relevant Authority may require a 'Bushfire Attack Level' rating assessment (**BAL Assessment**) to be undertaken in respect of the Property as a condition to any dwelling or other improvement being constructed on the Property;
- (vi) depending on the outcome of any BAL Assessment, the design of any dwelling or other improvement to be constructed on the Property may need to be modified to incorporate 'bushfire design' safety or similar features in accordance with AS3959, which may result in additional costs being incurred by the Buyer;
- (vii) a Relevant Authority may change the BAL Assessment for the Property at any time;
- (viii) the Buyer shall be responsible for making enquiries of the Relevant Authority with respect to any standards and requirements contained in the Planning Instruments and the Bushfire Management Orders, Policies, and Regulations applying to any use of and development on the Property and acknowledges that the Seller, and the Seller Agent, makes no representation about:

- (1) any standards and requirements contained in the Bushfire Management Plan, the Planning Instruments and the Bushfire Management Orders, Policies, and Regulations that may affect any use of and development on the Property; and
- (2) the suitability of the Property for use and development by the Buyer; and
- (ix) the City (or other Relevant Authority) may apply the Bushfire Management Orders, Policies and Regulations to the Property or in respect of any development on the Property.

(e) Buyer's Acknowledgement

The Buyer:

- (i) acknowledges, accepts and is aware that any of the matters addressed special condition 5(a) to 5(d) inclusive will run with the Property and bind any proposed transferees of the Property; and
- (ii) must not make any claim, objection or delay or refuse to effect Settlement, or make any claim for:
 - (1) a reduction in the Purchase Price; or
 - (2) damages arising from or in connection with; or
 - (3) any additional costs to carry out any development on the Property,
 as a consequence of, the matters contained in or imposed by, or the application of any restrictions contained in, the Planning Instruments, the Bushfire Management Orders, Policies and Regulations, any Pertinent Matter, this special condition 5 and in these special conditions.

6 MAINS AND SERVICES

The Buyer may not take objection, make any requisition or claim any compensation by reason of the existence or passage on or through the Property or any adjoining property (or lack thereof) of mains, pipes, wires or connections of any gas, electricity, water, sewerage, drainage, telephone or other system or service, whether to the Property or any adjoining property or jointly to both or otherwise, and the Buyer shall take title subject to any such matters.

7 NO DELAY IN SETTLEMENT

(a) Application

This special condition 7 only applies if, as at the Contract Date, the Property is not a separate Lot.

(b) Delay in Property being Created as Separate Lot

- (i) The completion of the physical construction of the Property as a separate Lot is not a requirement for the issue of a separate Certificate of Title for the Property.
- (ii) Where the physical construction of the Property as a separate Lot has not been fully completed at the time of issue of a separate Certificate of Title for the Property, then Settlement must still occur.
- (iii) The Buyer acknowledges that delays in the construction of the Property as a separate Lot are generally not attributable to the Seller.

(c) Delay in Connection of Utilities

- (i) The Seller will comply with all necessary requirements of all Relevant Authorities to enable electrical power to be connected to the Property (**Utilities Connection Works**).
- (ii) On the Settlement Date, the Utilities Connection Works may not have been completed by the Relevant Authorities.
- (iii) The Buyer will pay the balance of the Purchase Price on the Settlement Date and complete Settlement even if the Utilities Connection Works may not have been completed.
- (iv) The Buyer will not make any claim of whatsoever nature against the Seller or the Seller Agent in connection with the delay in the completion of the Utilities Connection Works.

8 SETTLEMENT

- (a) Settlement of the sale of the Property from the Seller to the Buyer shall take place not later than:
 - (i) twenty-one (21) days from the date of this Contract; or
 - (ii) the day being twenty-one (21) days after a separate Certificate of Title for the Property has been issued by Landgate,whichever is the later, unless the Buyer and the Seller agree to specify another date elsewhere in this Contract.
- (b) The Buyer agrees that if there is any delay in obtaining a separate Certificate of Title for the Property, the Seller will not be responsible to compensate the Buyer for any additional costs or expenses of any nature whatsoever (including those relating to any price increases under any building contract entered into by the Buyer and which the Buyer claims is caused by any such delay in obtaining the separate Certificate of Title).

9 NO CAVEAT BY BUYER

- (a) The Buyer must not, before issue by Landgate of a separate Certificate of Title for the Property, lodge any caveat (whether absolute or subject to claim) against the title to the land (or any part of the land) of which the Property forms a part to protect the Buyer's interest under this Contract.
- (b) The Buyer hereby irrevocably appoints the Seller as attorney for the Buyer and at the Buyer's costs in all respects, to sign and lodge a withdrawal of caveat for any caveat lodged by the Buyer in breach of special condition 9(a).

10 SIZE OF AND CONFIGURATION OF PROPERTY

- (a) General
 - (i) This special condition 10 is not limited by, nor does it limit, any other special condition but only applies if, as at the Contract Date the Property is not a separate "lot" as defined in the Planning and Development Act.
 - (ii) The Seller has made every endeavour to provide accurate information to the Buyer in respect of the Property and the development of which it shall form a part.
 - (iii) The Buyer acknowledges and agrees that there is no compensation payable by the Seller to the Buyer for any error or omission in the information supplied to the Buyer save and except as provided in special condition 10(b).
- (b) Changes to Size and Configuration of Property
 - (i) The Property is sold subject to the area, dimensions and configuration of the Property being those as described in, or ascertainable from, the Certificate of Title issued for the Property or in the Plan of Subdivision.
 - (ii) Whilst the Seller will use its best endeavours to ensure that the Property as described in this Contract is the same as or similar to the area, dimensions and configuration shown on the Proposed Subdivision Plan in respect of the Property, the Buyer acknowledges and agrees that the area, dimensions and configuration may change for reasons in and outside of the control of the Seller.
 - (iii) If the area of the Property on the Plan of Subdivision:
 - (1) exceeds the area of the Property as described in this Contract by not more than two percent (2%); or
 - (2) is less than the area of the Property as described in this Contract by not more than two percent (2%),then the Buyer and the Seller agree to complete the purchase and sale of the Property without any adjustment to the Purchase Price and neither Party will have any claim against the other.
 - (iv) If the area of the Property on the Plan of Subdivision varies by more than two percent (2%) to that shown on the Proposed Plan of Subdivision, the Purchase Price will be increased or decreased (as the case may be) by the percentage proportion above two percent (2%) which the area on the Plan of Subdivision bears to the area of the Property as shown on

the Proposed Plan of Subdivision, so that, for example, and by way of illustration as to the operation of this special condition, if:

- (1) the area of the Property shown on the Proposed Plan of Subdivision Plan is 320m²;
 - (2) the Purchase Price is \$160,000; and
 - (3) the area of the Property on the Plan of Subdivision is actually 340m²,
- the Purchase Price will become \$350,200.00.

[Example and illustrative calculations:

340m² / 320m² x 100% = 106.25%.

106.25% less 102% = 4.25%.

Purchase Price increased by \$160,000 x 4.25% = \$166,800]

- (v) For the avoidance of doubt, any change in the dimensions or configuration of the Property as shown on the Plan of Subdivision as opposed to the dimensions or configuration of the Property as described in this Contract, shall not entitle the Buyer to terminate the Contract (unless that is expressly permitted at law), delay Settlement or make any other claim against the Seller. If the Buyer is entitled at law to terminate this Contract then the Buyer must do so by notice in writing to the Seller prior to the Settlement Date and:
 - (1) the Seller shall return the Deposit to the Buyer; and
 - (2) no Party will have any claim or right of action against the other arising from the termination (at law or in equity), except in respect to any matter which arose before the termination.
- (vi) If the Buyer does not terminate this Contract in accordance with special condition 10(b)(v) above but proceeds to Settlement then the Buyer is deemed to be satisfied with the Property and waives any claim it has or might have had against the Seller.

11 MORTGAGES

(a) Definition

In this special condition, **Mortgage** means any mortgage registered against the Land at Landgate on or before the Contract Date.

(b) Sale of Land Act

- (i) For the purposes of section 7 and 14 of the Sale of Land Act, the Buyer acknowledges that the Land is subject to the Mortgage.
- (ii) Notwithstanding any other provision of this Contract, the Buyer hereby, pursuant to section 8 of the Sale of Land Act, consents to the Seller further encumbering the Seller's interest in the Land by increasing the maximum prospective liability of the Mortgage or granting one or more other mortgages over the whole or any part of the Seller's interest in the Land.
- (iii) Any mortgage affecting the Property will be discharged on or prior to the Settlement Date so that it no longer has any bearing over the Property.

12 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

(a) Warranties and Representations

- (i) The Seller makes no warranty or representation that the Property complies with any laws or requirements, whether statutory or otherwise or are suitable, fit or approved for any particular purpose.
- (ii) The Buyer acknowledges and agrees that it or they have not relied on or been induced to enter into this Contract by any express or implied oral statement, representation, warranty, undertaking, covenant or agreement made by or with the Seller, the Seller Agent, or the Seller's employees, agents, consultants, contractors or representatives before the Contract Date relating to the Property or other subject matter of this Contract and not contained in this Contract.

- (iii) The Buyer further acknowledges, represents and warrants that it has not been induced to enter into this Contract on the basis that any particular builder will be building any number of residences or any particular types of residences within the development of which the Property forms a part.
- (iv) The Buyer also acknowledges and agrees that the Seller makes no representation nor gives any warranty that the buyers of properties adjacent, or nearby, to the Property (even if those properties are being sold to them by the Seller) will have any buildings or improvements built on them of a particular quality or at all.
- (v) The Seller makes no warranty or representation that use of the BAL Information or the BAL System by the Buyer will achieve an effective outcome in terms of fire hazard reduction at the Property.

(b) No Reliance

The Buyer acknowledges and agrees that the Buyer is relying solely on the Buyer's own enquiries with respect to:

- (i) the fitness or suitability of the Property for any particular purpose or use;
 - (ii) the correctness of the description of the Property;
 - (iii) the Buyer's rights and obligations under this Contract;
 - (iv) the value of the Property;
 - (v) the present and future economic feasibility, viability and economic return of the Property; and
 - (vi) any matters that may affect the Buyer's right, interest or enjoyment of the Property,
- and the Buyer will be deemed to have entered into this Contract in reliance solely on that basis.

(c) Acknowledgements

The Buyer acknowledges and agrees that:

- (i) retaining and other walls may not have been erected (or may not be erected) on boundary lines but within the Property;
- (ii) it has satisfied itself of the physical characteristics of the Property including soil types, levels, slopes, and vegetation which may affect building designs and costs of construction;
- (iii) the Buyer enters into this Contract with full knowledge of the current and future uses to which the Property and surrounding properties may be put and will not make any objection or claim any compensation arising from the use of any surrounding property;
- (iv) the Certificate of Title of the Property may have entered, placed or notified on it any notification, restrictive covenant or other limitation relating to the above as required by any Relevant Authority;
- (v) the Seller shall not be liable to the Buyer for any loss or damage to any property (including the Property and any improvements, structures and any dwelling on it) or any injury to or the death of any person on or at the Property as a result of the Buyer relying upon the BAL Information or the BAL System or complying with the provisions of the Bushfire Management Plan;
- (vi) the Buyer has been made aware that the Bushfire Management Plan may not yet be formally approved by the Relevant Authorities and may be subject to amendments;
- (vii) the subdivision of the Original Land may be carried out in stages and that the Seller gives no assurance that any subsequent stage will be carried into effect within any particular period of time or at all;
- (viii) there may be Continuing Subdivision Works undertaken by or on behalf of the Seller for an indefinite period of time after Settlement and those works may be noisy or noxious and may cause dust and general discomfort, other interruptions and inconveniences to the Buyer's use and enjoyment of the Property or other persons occupying and visiting the Property, and the Buyer:

- (1) undertakes not to make any claim whatsoever or object (and do all things necessary to procure that any occupant or visitor does not make any claim or objection) to the Continuing Subdivision Works whether before or after Settlement; and
- (2) releases to the maximum extent permitted by law the Seller from any claim of any nature whatsoever in connection with the Continuing Subdivision Works; and
- (ix) the Buyer's obligations contained in this Contract do not merge on Settlement but enure for the benefit of the Seller until all of the obligations on the part of the Buyer under this Contract have been fully performed and satisfied.

(d) Entire Agreement

This Contract is the entire agreement between the Buyer and Seller and contains all of the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of this Contract.

13 ADJUSTMENT OF RATES AND TAXES

- (a) If on the Settlement Date the Property is not separately rated or assessed by any Relevant Authority or other taxing or rating authority, each item comprising the Outgoings will be adjusted, at the election of the Seller, either:
 - (i) at Settlement in a manner which the Seller considers to be a fair and reasonable adjustment having regard to the area of the Property in proportion to the total area of the land the subject of the relevant assessment; or
 - (ii) after Settlement when the relevant information becomes available from each Relevant Authority or other taxing or rating authority.
- (b) Without limiting and notwithstanding the above or any other provision of this Contract or the General Conditions, the Buyer acknowledges and agrees that land tax shall be assessed and apportioned on the basis that the Land is the only land owned by the Seller within the meaning of the *Land Tax Assessment Act 2002 (WA)*. If a separate Land Tax assessment is not issued for the Property the Land Tax to be apportioned will be calculated in accordance with the following formula and with reference to the Land Tax assessment for the Original Land of which the Property forms part:

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

C

Where:

A = land area of Property

B = bulk assessment amount

C = land area in the bulk assessment

- (c) The Buyer is aware that the Seller may receive a bulk assessment from the Department of Finance (**Bulk Assessment**) for all Land Tax payable by the Seller in respect of its entire land holdings. Regardless of any provision of the General Conditions to the contrary, the Buyer acknowledges and agrees that the Seller will not be required to pay any Land Tax in respect of the Property until the Seller has received its Bulk Assessment. The Seller undertakes to the Buyer to pay its Bulk Assessment within the time frame stipulated for payment in the Bulk Assessment. The Buyer must pay the Buyer's proportion of the Land Tax at Settlement.
- (d) If a separate Land Tax assessment is issued for the Property, the Land Tax to be apportioned will be the "Proportional Tax" value shown on the Certificate of Liability for Land Taxes and it is this amount that will be adjusted irrespective of the single ownership value of the Property or the fact that the Seller may own other land.

14 SURVEY PEGS

After having initially complied with the relevant subdivision regulations, the Seller is not required to continue to secure the positioning of survey pegs or replace survey pegs on the Property which have been removed or are missing either before or after the Settlement Date.

15 TRANSFER OR DISPOSAL OF INTEREST

(a) Buyer Not to Transfer

- (i) The Buyer hereby charges its interest in the Property with the performance of those of its obligations under this Contract which may subsist after Settlement.
- (ii) Whilst the Seller or any related party of the Seller retains an interest in one (1) or more of the proposed Lots on the Plan of Subdivision, the Buyer must not without the Seller's prior written consent sell or transfer or advertise for sale the Property less than six (6) months after Settlement.

(b) Seller's Rights to Assign or Transfer

- (i) The Seller may at any time assign, novate or transfer the Seller's right, title and interest in the land within the development of which the Property forms a part or the Property and the Buyer will remain bound by this Contract and will not raise any objection to such assignment, novation or transfer.
- (ii) The Seller shall notify the Buyer of its intention to assign, novate or transfer its right, title or interest in the land within the development of which the Property forms a part or the Property and the Buyer must if so required promptly on presentation of the same, sign and return a deed of covenant in favour of the Seller's successor in title.

16 TRUST WARRANTIES

- (a) If the Buyer enters into this Contract as the trustee of a trust, the Buyer is bound both personally and as trustee of the trust.
- (b) In respect of any trust of which the Buyer (solely or jointly) is acting or in the future acts as trustee of (**Trust**) the Buyer covenants and warrants that:
 - (i) the Buyer has full power and authority pursuant to its Constitution (if any) and the deed of trust (**Trust Deed**) to act when entering into this Contract and the Buyer has obtained the consents and approvals of all persons necessary to bind the property of the Trust;
 - (ii) the Trust is lawfully and validly constituted and the Trust Deed has been properly executed;
 - (iii) before the Buyer has complied with all of its obligations under these special conditions the Trust and the Trust Deed will not be revoked or varied;
 - (iv) no action has been taken or proposed to remove it as trustee of the Trust or alter the powers it has as trustee of the Trust; and
 - (v) no action has been taken or threatened to wind up or terminate the Trust.

17 FOREIGN INVESTMENT

- (a) In this special condition 17, **FIRB** means the Foreign Investment Review Board.
- (b) The Buyer warrants to the Seller that the Buyer is entitled to purchase the Property without obtaining an approval from the FIRB.
- (c) Notwithstanding special condition 17(a) if the Buyer is not entitled to complete the Contract without the approval of the FIRB then, unless such approval is produced by the Buyer prior to the Settlement Date, the Seller is, without limiting any other rights available to the Seller, entitled to terminate this Contract by notice in writing to the Buyer.

18 FURTHER ASSURANCES

- (a) Each Party must promptly at its own cost do all things necessary or desirable to give full effect to this Contract.
- (b) Without limiting special condition 18(a), if requested to do so by the Seller, the Buyer must, at its own expense, do all things necessary in order to complete any omission, rectify any error, waive any statutory right (so far as it is lawful to do so) or resolve any ambiguity in this Contract so as to facilitate this Contract being:
 - (i) considered by any financier of the Seller as a presale for construction funding purposes; and
 - (ii) given effect to and being operative and enforceable as between the Parties.

19 SEVERANCE

If any part of this Contract is or becomes void or unenforceable, that part is or will be severed from this Contract to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

**Part of Lot 16 (315) Forrest Road, Hilbert, Western Australia (Stage 1)
ANNEXURE "B" - Proposed Plan of Subdivision**

Plan Information

Tenure Type	Freehold
Plan Type	Deposited Plan
Plan Purpose	Subdivision

Plan Heading

LOTS 453-468, 471-478, 491, 801-803, 805-806, 9004-9005, ROADS AND EASEMENT

Locality and Local Government

Locality	HILBERT
Local Government	CITY OF ARMADALE

Planning Approval

Planning Authority	Western Australian Planning Commission
Reference	157350, 156086

Roads

New Road or Extension (Road Name Approval)	Yes
--	-----

Road Name

LAUFER AVENUE	HILBERT
COMET WAY	HILBERT

Survey Details

Survey Method	Special Survey
Field Records	138506
Declared as Special Survey Area	Yes

Survey Method Regulatory Statement

Survey carried out under Reg. 26A Special Survey Area Guidelines. See survey sheet(s) to determine the true final position and type of all survey marks placed for this plan.

Survey Certificate - Regulation 54

I hereby certify that this plan is accurate and is a correct representation of the ----
 (a) * survey; and/or
 (b) * calculations from measurements recorded in the field records;
 [* delete if inapplicable]
 undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

CRAIG ANDREW MILLER

Licensed Surveyor

Date

Survey Organisation

Name	VISION SURVEYS
Address	SCARBOROUGH 6019
Phone	6144 0000
Fax	6144 0099
Email	info@visionsc.com.au
Reference	VS004333 - Forrest Rd 315

Amendments

Version	Lodgement Type	Amendment Description	Date
1	New Plan	Lodged	18/12/2022
2	Replacement Plan	Addition of Easement (33b)	09/01/2023
3	Replacement Plan	Correction of misplaced dimensions within Lot 9005.	16/02/2023
4	Replacement Plan	Portion of easement A on Lot 491 removed	

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Parent Subject Land Description
453-468, 471-478, 491, 801-803, 805-806, 9004-9005	P8081	LOT 16	1280-378	

Former Tenure Interest and Notifications

Subject	Former Tenure	Action	Lots On This Plan	Origin	Endorsement	Comments
(A)	16/P8081	Brought forward (with application to surrender portion)	LOT 9004	DOC 0081963	EASEMENT TO CITY OF ARMADALE FOR PUBLIC ACCESS PURPOSES - SEE DEPOSITED PLAN 414563 REGISTERED 31/1/2019.	

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(B)	EASEMENT	SEC. 195 & 196 OF THE LAA 1997	DOC	LOT 9004	CITY OF ARMADALE & THE PUBLIC AT LARGE	
(33b)	EASEMENT (Water Supply)	SEC. 167 OF THE P&D ACT 2005, REG. 33 (B)	THIS PLAN	LOT 9004	WATER CORPORATION	

New Memorials and Notifications

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	NOTIFICATION (Hazards or Other Factors)	SEC. 165 OF THE P&D ACT 2005	DOC	LOT(S) 453-468, 471-478, 801-803, 805-806		Subject to Bushfire Management Plan

Vesting Lots

Land	Purpose	Statutory Reference	Origin	Comments
LOT 491	RESERVE FOR RECREATION & DRAINAGE	SEC. 152 OF THE P&D ACT 2005	THIS PLAN	

Buyer's Initials



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 59 SCARBOROUGH BEACH RD, SCARBOROUGH WA 6019
 email: info@visionsc.com.au | www.visionsurveys.com.au

ADDITIONAL SHEETS
 ENDORSEMENT SHEET
 SURVEY SHEET

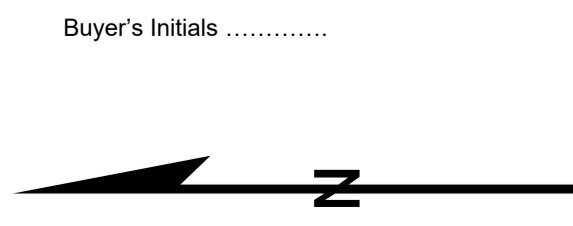
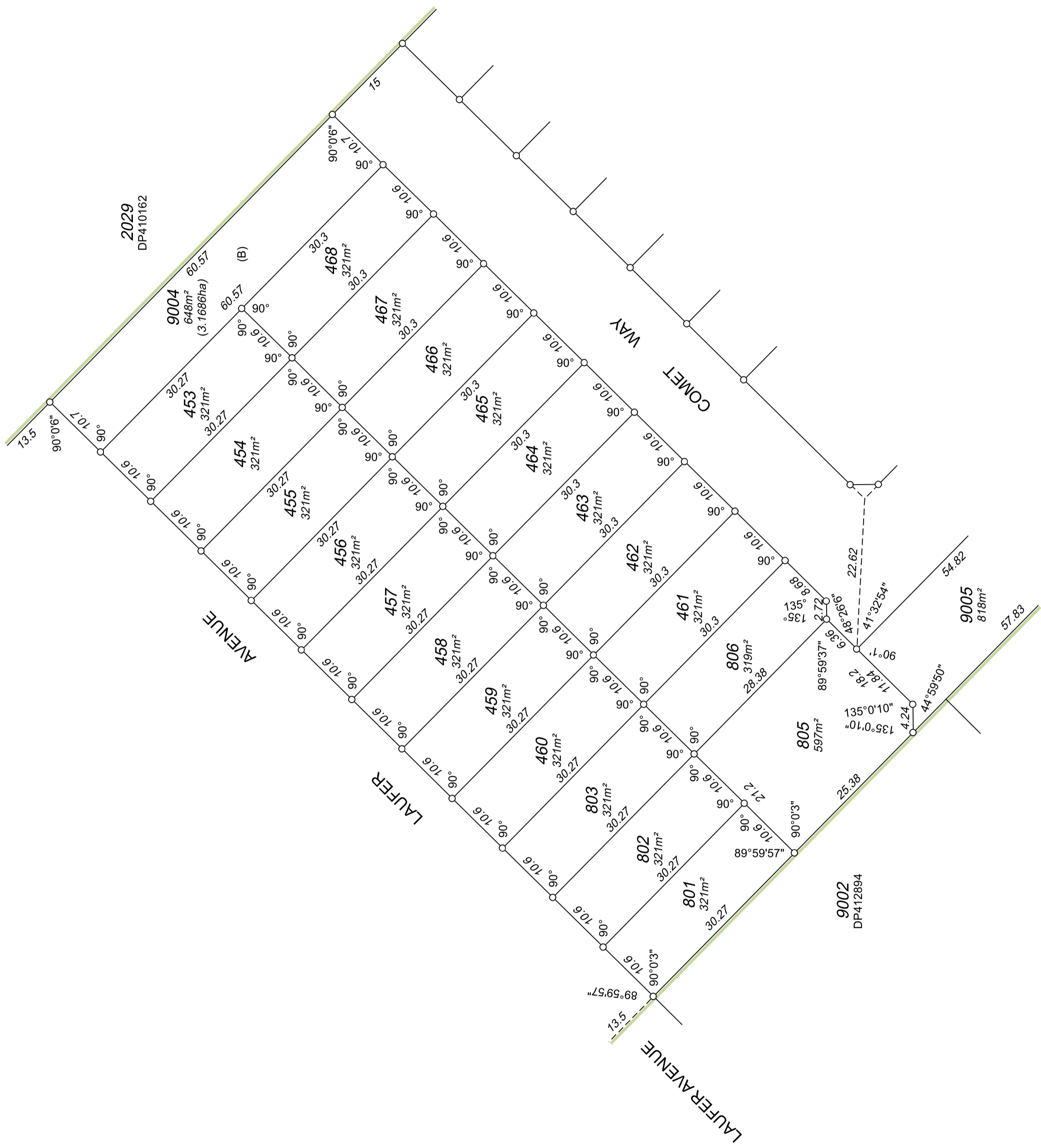
SHEET
 1 OF 5

SHEETS
 5

VERSION NUMBER
 4

DEPOSITED PLAN
 414566

Enlargement 'X'



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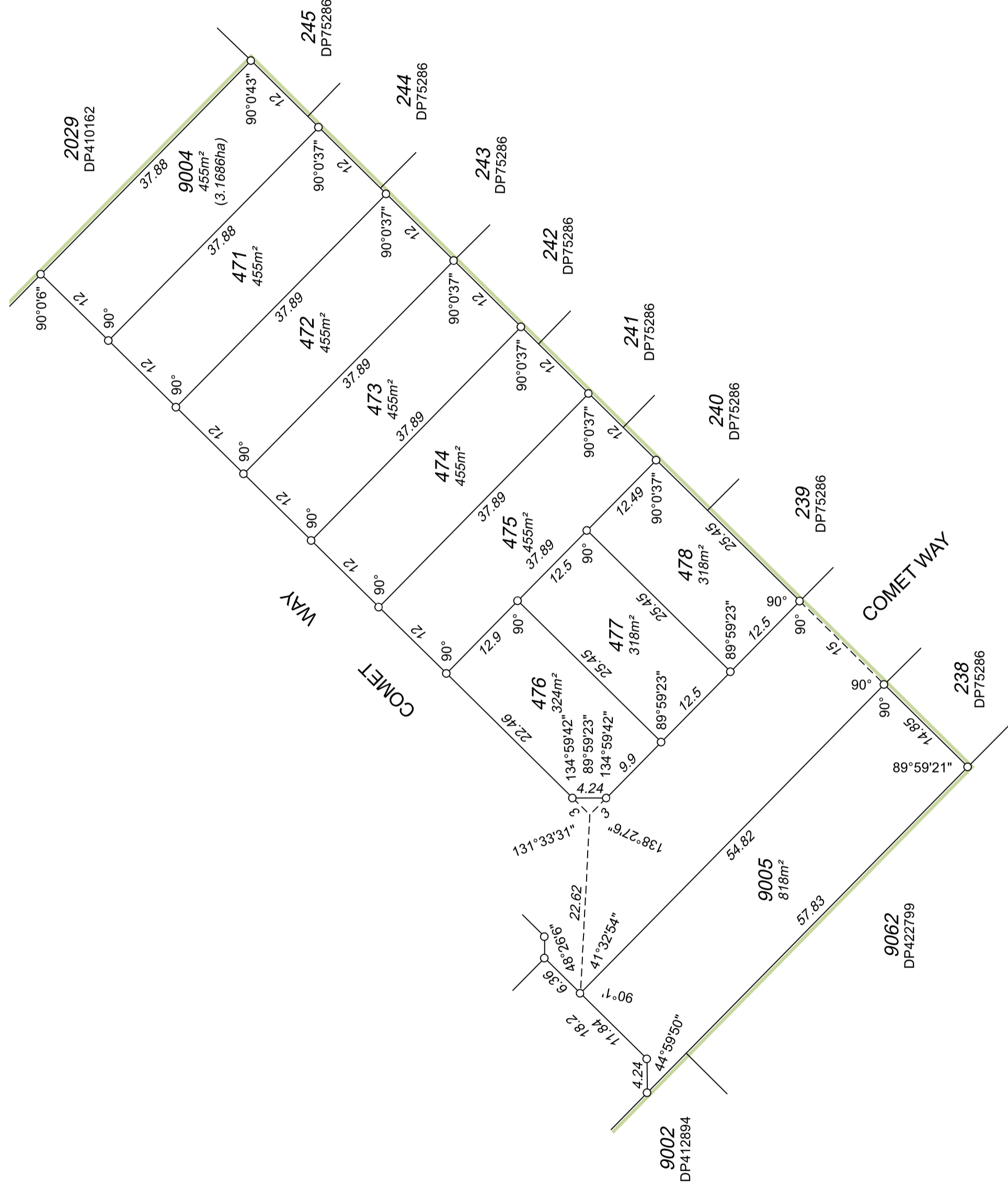
ADDITIONAL SHEETS
 ENDORSEMENT SHEET
 SURVEY SHEET

SHEET
 3 OF 5 SHEETS

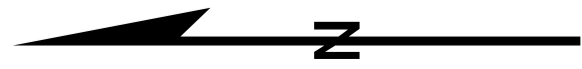
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DEPOSITED PLAN
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Enlargement 'Y'



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SCALE 1:500 @ A2



ALL DIMENSIONS IN METRES



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ADDITIONAL SHEETS
 ENDORSEMENT SHEET
 SURVEY SHEET

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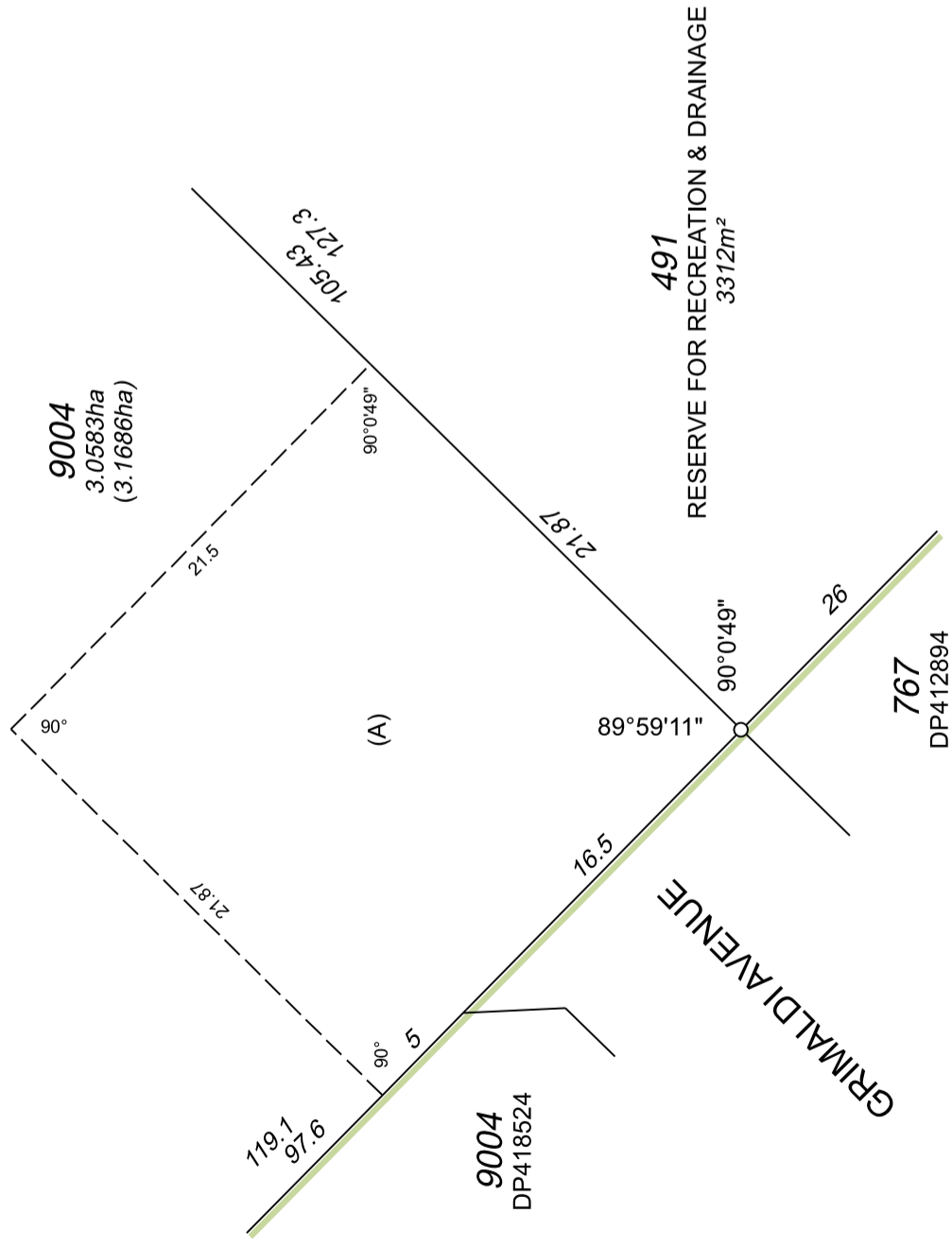
5

SHEETS

VERSION NUMBER
 4

DEPOSITED PLAN
 414566

Enlargement 'Z'



Buyer's Initials



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ADDITIONAL SHEETS
 ENDORSEMENT SHEET
 SURVEY SHEET

SHEET
 5 OF 5 SHEETS

VERSION NUMBER
 4

DEPOSITED PLAN
 414566

Part of Lot 16 (315) Forrest Road, Hilbert, Western Australia (Stage 1)
ANNEXURE "C" – LDP

<p>LOCAL DEVELOPMENT PLAN PROVISIONS LOT 16 FORREST ROAD, HILBERT</p> <p>This Local Development Plan (LDP) is made pursuant to the requirements of the Armadale Redevelopment Scheme 2 (The Scheme) and the Residential Design Codes (R-Codes) as shown on the plan and detailed below. The requirements of the Scheme and the R-Codes, shall be satisfied in all other matters.</p> <p>GENERAL PROVISIONS ALL LOTS</p> <p>All lots the subject of this LDP are included in the Suburban Placsa Code (R35) with the exception of Lots 450, 451, 453, 454, 467, 468 & 471 which are in the Urban Placsa Code (R30).</p> <p>GENERAL VARIATIONS TO ALL LOTS (EXCEPT WHERE OTHERWISE VARIOED IN THE LDP)</p> <p>Garage Setbacks</p> <ul style="list-style-type: none"> - Garages are to be setback a minimum of 4.5m from the primary street and 0.5m behind the dwelling alignment. - With the exception of Lots 403 and 404, all corner lots are to have vehicular access from the secondary street and garages shall be setback a minimum of 1.5m from the secondary street. - For front loaded lots with street frontages less than 12m but greater than 8m, a double garage is permitted to a maximum width of 6m as viewed from the street subject to: <ul style="list-style-type: none"> • Garages setback a minimum of 1.0m behind the dwelling alignment; • An entry feature consisting of a porch (not a paved area), portico or verandah with a minimum depth of 1.2m. <p>For lots less than 11m in width, walls are permitted to both side boundaries subject to: <ul style="list-style-type: none"> • 2/5 maximum length to one side boundary, behind the front setback; • 1/3 maximum length to second boundary, behind the front setback; • Boundary walls are not permitted to a secondary street. <p>The application of this provision is subject to the dwelling being designed to provide a high level of architectural detail to the front elevation to assist in reducing the dominant appearance of the garage from the primary street.</p> <p>Two articulation elements to be provided.</p> <p>Articulation elements may be achieved by providing varied building materials, variation in depth through use of projections, recesses, eaves, porticos, verandahs etc, defining window openings, doorways and fenestration and/or feature roofs and overhang elements.</p> <p>Open Space and Outdoor Living Area</p> <ul style="list-style-type: none"> - Minimum open space 40% subject to: <ul style="list-style-type: none"> - An outdoor living area (OLA) with an area of 10% of the lot size directly accessible from a habitable room of the dwelling and located behind the street setback area. - At least 70% of the OLA must be uncovered and includes areas under eaves which adjoin uncovered areas. - The OLA having a minimum 4m length and width dimension. <p>SQUAT LOTS (460, 451, 476 - 478)</p> <ul style="list-style-type: none"> - Primary street setback 2.0m minimum, with no averaging permitted - Porch / verandah 1.5m minimum setback from the primary street. No maximum length for porch / verandah - Secondary street setback 1.0m minimum <p>FENCING</p> <ul style="list-style-type: none"> - All fencing is to be in accordance with the Wungong Urban Water Project Area Design Guidelines. - Fencing to Forrest Road shall be no higher than 1.8m above the natural ground level and visually permeable above 1.2m. - Any Estate fencing provided by the developer on private lots shall not be modified without written approval from the determining authority and shall be maintained as visually permeable by landowners. <p>CORNER LOTS (LOTS 403, 404, 420, 425, 451 & 476)</p> <ul style="list-style-type: none"> - Dwellings on corner lots must address the secondary street. The design of dwellings shall include at least one major opening facing the direction of the secondary street located no greater than 3.0m behind the dwelling alignment. </p>	<p>LEGEND:</p> <ul style="list-style-type: none"> LDP Boundary Suburban (R35) Urban (R50) No vehicular access - visually permeable above 1.2m Designated double garage location 'TG' Denotes tandem garage only 'S' Denotes 'squat lot' Bin pads for Lots 804 - 806 as per Groundwork Engineers detail design drawing 6197-200 and for Lots 408, 409 and 410 Bushfire Attack Level (BAL) <ul style="list-style-type: none"> BAL 12.5 BAL 19 BAL 29 All other lots BAL LOW <p>LOCATION PLAN</p> <p>FORREST ROAD</p> <p>BEEGEBAR AVENUE</p> <p>YARRAVILLE STREET</p> <p>GRAMALDI DRIVE</p> <p>POS AVENUE</p> <p>LAUREL AVENUE</p> <p>COMET WAY</p> <p>COMET STREET</p> <p>EXISTING SUBDIVISION</p> <p>LOT 2029</p>
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Buyer's Initials

**LOCAL DEVELOPMENT PLAN
LOT 16 (No. 315) FORREST ROAD
HILBERT**

DATE: 16 APRIL 2020
THIS DOCUMENT MAY ONLY BE USED FOR THE PURPOSE FOR WHICH IT WAS COMMISSIONED AND IN ACCORDANCE WITH THE TERMS OF ENGAGEMENT FOR THE COMMISSION. UNAUTHORISED USE OF THIS DOCUMENT IN ANY FORM WHATSOEVER IS PROHIBITED.

METROPOLITAN REDEVELOPMENT AUTHORITY
01 APR 2020
RECEIVED

ENDORSEMENT
This Local Development Plan has been approved by the Metropolitan Redevelopment Authority in accordance with the requirements of the Armadale Redevelopment Scheme 2.
Executive Director Planning
Date: 2/4/20



GRAY & LEWIS
LAND USE PLANNERS
PO Box 234
Floreat, WA 6014
T (08) 9474 1722
M 0419 474 172
geo@graylewis.com.au

Part of Lot 16 (315) Forrest Road, Hilbert, Western Australia (Stage 1)
ANNEXURE "D" – Fencing and Landscaping Provisions

- 1 Subject to the Buyer completing (to the satisfaction of the Seller) the Buyer's Obligations in clause 2 within eighteen (18) months from the Settlement Date, but not otherwise, the Seller will within sixty (60) days of receipt of the Buyer's Notice in clause 4, the Seller will:
- (a) provide to the Buyer a design sketch of the fencing and landscaping to be installed on the Property overlaid onto the 1:200 site plan to be supplied by the Buyer under clause 4(b);
 - (b) install an automatic reticulation system via a cut in valve to house supply from the Water Corporation main, comprising:
 - (i) Pope by Toro 4 station auto controller Model No 1010339 or equivalent;
 - (ii) 300mm garden risers and shrub head adaptors (all fittings to have 19mm poly clamps);
 - (iii) automatic solenoids (150mm poly risers with jet stakes and micro jets);
 - (iv) Toro nozzles (all pipe work 19mm poly or UPVC as required);
 - (v) Toro 50mm pop-ups or equivalent with filters to all lawn areas;
 - (c) apply garden mulch topping to all planted areas, supply and lay up to 20m of crème kerbing;
 - (d) install up to 120m² of instant roll-on lawn, an application of Turf Start organic fertilizer or the equivalent shall be applied prior to the laying of the lawn. Lawn shall be watered in and compacted together with an application of Baileys NuLawn fertilizer or equivalent;
 - (e) install plants selected by the Seller's landscape contractor including one (1) feature tree (45L bag), two (2) advanced feature shrubs (305mm), eighteen (18) assorted general shrubs (200mm) and (seventeen) 17 assorted general shrubs (150mm); and
 - (f) install boundary fencing to each side and rear boundary of the Property to a height of 1.8m and no plinth using Colourbond ® fencing in grey ridge colour (or such other material, design and colour determined by the Seller in the Seller's absolute discretion) (**Fencing**),

(together the **Landscape Package**).
- 2 The Seller's obligation to supply and install the Landscape Package is subject to the Buyer first performing the following:
- (a) achieving practical completion of a dwelling on the Property, including construction of crossovers and driveways in accordance with the Relevant Authority approved plans;
 - (b) raking and clean-up of the vacant areas of the Property and the adjacent street verge sufficient for the works necessary to install the Landscape Package to be completed unimpeded;
 - (c) construction and installation below the driveway (and any paths) to the Property and across the full width of the driveway (and any paths), a conduit comprising a 90mm diameter Class 9 uPVC pipe offset of 1.8m from the front boundary of the Property and to a depth of cover of 450mm so as to minimise disruption during the installation of the automatic reticulation system;
 - (d) installation of a 240V power supply (3 pin socket) at the power supply meter box; and
 - (e) installation of a stopcock water supply valve connected to the water supply connection to the dwelling on the Property,
- (together the **Buyer's Obligations**).

- 3 The Buyer must not request the Seller to commence any works in respect of the Landscape Package before the Buyer has complied with the Buyer's Obligations.
- 4 Upon satisfaction of Buyer's Obligations, the Buyer must:
- (a) notify the Seller in writing (by letter, email or fax) of the Buyer's readiness to accept delivery of the Landscape Package; and
 - (b) include a copy of the Buyer's builder's 1:200 site plan of the Property on which the outline of the wall line of the dwelling and the lot boundaries are depicted,
- (the **Buyer's Notice**).
- 5 The Seller's landscape contractor shall commence installation of the Landscape Package within 60 days of receipt by the Seller of the Buyer's Notice.
- 6 In the event the Seller does not receive the Buyer's Notice within 28 days of performance of the Buyer's Obligations, the Seller may elect to install the Landscape Package on the Property for the purposes of preserving the amenity of the estate that the Property forms part of and the Buyer hereby vests in the Seller, its agents and servants a license to enter onto the Property for that purpose.
- 7 The Seller will not be obligated to supply the Landscape Package in the event the Buyer fails to perform the Buyer's Obligations within (twenty four) 24 months of the Settlement Date.
- 8 The Buyer acknowledges that the:
- (a) installation of the Landscape Package will be carried out at the direction of the Seller by a contractor or contractors nominated by the Seller ;
 - (b) Seller has the absolute design discretion of the Landscape Package;
 - (c) risk of all of the Landscape Package (including but not limited to theft of plants or reticulation components, damage to any garden kerbing and the health of all plants and lawn areas an damage to the Fencing) shall be at the sole risk of the Buyer from the time of completion of the installation of the Landscape Package.
- 9 The value of the Landscape Package is \$3,000.00 (inclusive of GST).
- 10 The Buyer acknowledges and agrees that the rebates and entitlements which the Buyer may receive pursuant to this Annexure or Contract are expressly non-transferrable, are only for the benefit of the Buyer personally, and are not redeemable for cash.
- 11 The Buyer acknowledges and agrees that the rebates and entitlements provisions that are contained in this Annexure in respect of the Landscape Package constitute an exhaustive statement of the rebates and entitlements that the Buyer may receive pursuant to this Contract and that the Buyer will not seek to claim any other rebate or entitlement from the Seller.
- 12 The Seller and the Buyer acknowledge that:
- (a) the Buyer is required to disclose this Annexure to any lending institution providing finance to the Buyer to assist with the purchase of the Property; and
 - (b) the Buyer must otherwise keep this Annexure confidential unless disclosing the same to its professional advisers or otherwise required by law to disclose the same.

- 13 This Annexure has contractual effect and:
- (a) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Annexure; and
 - (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 14 For the purposes of this Annexure, the Buyer hereby grants all reasonable access which may be required by the Seller, its servants, agents, and contractors from time to time for the purpose of installing the Fencing, and the Buyer acknowledges that neither the Seller nor its servants, agents, and contractors are required to consult with or otherwise obtain approval from the Buyer or any other person prior to the installation of the Fencing. Where the Fencing is constructed pursuant to these Conditions, sections 7 to 13 (inclusive) of the *Dividing Fences Act 1961 (WA)* shall not apply.
- 15 An amendment or variation to this Annexure is not effective unless it is in writing and signed by the Seller and the Buyer.