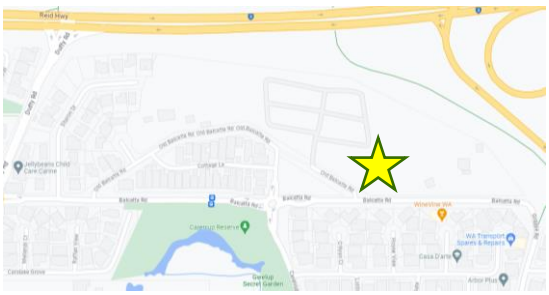
DAVIOT PARK

CARINE

STAGE 4 – DP 430272							
LOT	NO	STREET	TITLE	SIZE	FRONT	DEPTH	PRICE
28		Sharon Drive	4100 / 109	501sqm	13.5m	37.1m	$1,055,000
32		Sharon Drive	4100 / 113	501sqm	13.5m	37.1m	$1,075,000
36		Sharon Drive	4100 / 117	501sqm	13.5m	37.1m	$1,100,000
39		Sharon Drive	4100 / 120	567sqm	Angled	31.7m	$1,210,000
41		Sharon Drive	4100 / 122	672sqm	Angled	34.5m	$1,250,000
43		Balcatta Road	4100 / 124	386sqm	16.5m	23.4m	$850,000

Estate Information

Zoned R20
$10,000 deposit plus a preapproval letter to secure a block
BAL applicable to ALL LOTS
Restriction of Access Lots 24-42, no road vehicle access directly to/from Reid Hwy
ALL LOTS ARE TITLED



landwest estate agency

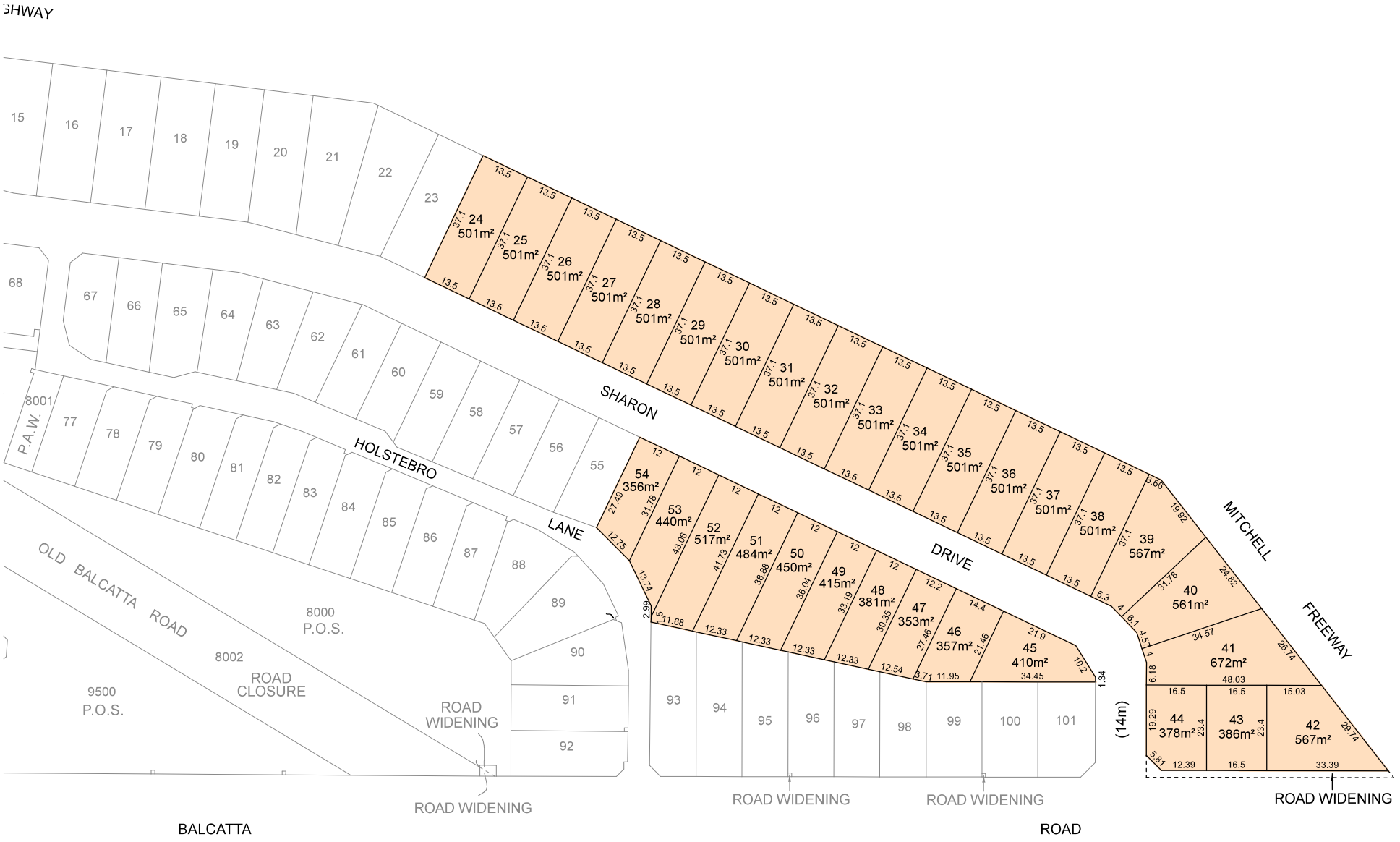
RONDELLE MAY **0402 283 911**

rondelle@landwa.com.au www.landwa.com.au

DAVIOT PARK

PO BOX 4383, VICTORIA PARK WA 6979

DISCLAIMER:All areas and dimensions are subject to survey. Prices, availability and incentives subject to change without notice. Whilst every care has been taken with the preparation of these particulars which are believed to be correct, they are in no way warranted by the selling agents or our clients in whole or in part and should not be constructed as forming part of any contract. Any intending buyers are advised to make enquiries as they deem necessary to satisfy themselves on all matters in this respect.



DAVIOT PARK ESTATE SALES PLAN

STAGE 4

SCALE 1:1500 @ A4



Part of Lot 9005, Old Balcatta Road, Carine, Western Australia

Stage 4

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 - Construction of buildings in bushfire-prone areas (Amend 3-2011)'*, and as modified from time to time, that can be obtained from the following website: https://www.intertekinform.com/en-au/standards/as-3959-2018-amd-2-2020-122340_saig_as_as_2906512/

BAL Information means the information that is contained in Annexure "C".

BAL System means an information system that can be accessed at the following website: https://research.csiro.au/bushfire/assessing-bushfire-hazards/bal-assessment/, 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 and any bushfire management plan (as amended, varied, supplemented or consolidated from time to time) prepared for purposes pertaining to the Bushfire Management Orders, Policies and Regulations; as amended, varied, supplemented or consolidated from time to time.

Bushfire Management Orders, Policies, and Regulations include the *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 Stirling (or any replacement thereof).

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

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

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 documents, criteria, requirements and policies of the Relevant Authority, which include the City's *Local Planning Scheme No 3*, *State Planning Policy 7.3 – Residential Design Codes Volume 1*, and any other applicable state and local planning document, criterion, requirement and 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 draft deposited plan 430272 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 Contact.

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 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 the subdivision of the Original Land progressively in a number of stages to create a number of residential lots on a deposited plan for any particular stage.

(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 26.8 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, General Conditions 4.2, 9, 10, 12, 13, 14, 15.3, 15.4, 15.5, and 16 are deleted in their entirety.

3 SUBDIVISION OF LAND CONDITION

(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) This Contract is subject to and conditional upon the Plan of Subdivision being In Order for Dealing on or before the date that is 8 months from the Contract Date (**Condition**).

(d) If the Condition is not satisfied, then the Buyer or the Seller may, by written Notice to the other, at any time before the Plan of Subdivision is In Order for Dealing but not after that time, terminate this Contract, and, if a Party gives such a Notice, then this Contract will terminate on the date of service of the Notice.

(e) If this Contract is terminated under special condition 3(d):

(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.

4 DIVIDING FENCES

(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 Buyer acknowledges and agrees that:

(i) unless already done so by any other person other than the Seller, the Buyer must provide boundary fencing to each side and rear boundary of the Property using Monument Colourbond "*Sameside*" profile by R & R Fencing (or an equivalent approved of by the Seller) and must ensure that such fencing is installed no later than 30 days after practical completion has been reached of the main building on the Property; and

(ii) as the case requires, the Buyer must:

(1) pay to the neighbouring landowners; or

(2) seek from the neighbouring landowners,

any contribution to the costs of any boundary fences to the sides and rear boundary of the Property.

5 MATTERS AFFECTING PROPERTY

(a) <u>General</u>

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

(i) 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;

(ii) building conditions, limitations, restrictions or requirements imposed against the Property by any Relevant Authority whatsoever;

(iii) easements indicated on the Proposed Plan of Subdivision or otherwise required by any Relevant Authority; and

(iv) 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.

(b) Notifications, Easements and Restrictions

(i) Without limiting special condition 5(a), the Buyer acknowledges, accepts and agrees and is aware that:

(1) a Bushfire Management Plan does apply to the Property and that the Buyer must comply with that plan and any bushfire risk management measures specified in that plan (**Bushfire Risk Management Measures**);

(2) the Buyer must comply with standard of construction of improvements on the Property in accordance with AS 3959;

(3) the Bushfire Management Plan is yet to be formally approved by the Relevant Authorities and may be subject to amendments;

(4) compliance with the Bushfire Management Plan and the Bushfire Risk Management Measures does not guarantee that any development on the Property will survive a bushfire event;

(5) 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 may be subject to a Bushfire Management Plan. Additional planning and building requirements may apply to development on this land.'

(6) if the Property is proposed Lots 24 to 42 inclusive on the Proposed Plan of Subdivision, the Property is sold subject to a restrictive covenant to the benefit of the City under section 129BA of the Transfer of Land 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:

'No habitable buildings are to be built within areas identified as BAL 40 or BAL Flame Zone."

(7) if the Property is proposed Lots 24 to 42 inclusive on the Proposed Plan of Subdivision, the Property is sold subject to the following restriction (covenant) made pursuant to section 150 of the Planning and Development Act and Division 3 of the *Planning and Development Regulations 2009 (WA)* that will be registered as a Specified Encumbrance against the Certificate of Title to the Property at or prior to Settlement, reading as follows:

'No vehicular access is permitted to and from Reid Highway.'

and

(8) 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.

(c) Improvements and Development

The Buyer acknowledges and agrees 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 by the Buyer 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 by the Buyer 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 must make, and the Buyer relies solely on, its own enquiries:

(1) of the Relevant Authority with respect to any standards and requirements contained in the Planning Instruments, Bushfire Management Plan and the Bushfire Management Orders, Policies, and Regulations applying to (and any restrictions on) any use and enjoyment of, and development on the Property; and

(2) as to whether or not, the Buyer should appoint a relevant consultant to carry out a BAL Assessment of the Property as the Property is within a bushfire prone area; and

(3) as to:

(aa) compliance or otherwise with the 'bushfire design' safety and similar features for development on the Property under AS3959;

(bb) any increased costs of construction to incorporate 'bushfire design' safety and similar features for development on the Property to comply with AS3959; and

(cc) any impact that the matters in this special condition 5(c) may have on the Buyer's use and enjoyment of the Property;

(ix) the Seller, and the Seller Agent, makes no representation about:

(A) 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 and enjoyment of, and development on, the Property; and

(B) the suitability of the Property for use and development by the Buyer; and

(x) the City (or other Relevant Authority) may apply the Bushfire Management Orders, Policies and Regulations and the outcome of any BAL Assessment to the Property or in respect of any development on the Property.

(d) <u>Buyer's Acknowledgement</u>

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, gas, water, waste and telecommunications services 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:

(1) acknowledges that the Seller has no control over the installation and completion of any Utilities Connection Works and that there may be delays solely attributable to the programme and timing of those works by the Relevant Authorities;

(2) acknowledges that the Property is not scheduled to be connected to electrical power services by Western Power until March 2026 and that the Buyer may require alternative power sources (for example, portable generators) to carry out any development construction works on the Property; and

(3) 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 (including, without limitation, any costs or expenses of whatsoever nature associated with the hire of any alternative power sources).

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;

(ii) the day being fourteen (14) days after a separate Certificate of Title for the Property has been issued by Landgate; or

(iii) if the Finance Condition has been made applicable to this Contract, 21 days after the Finance Condition has been satisfied (if that should occur),

whichever is the later, unless the Buyer and the Seller agree to specify another date elsewhere in this Contract.

(b) In this clause, the term **Finance Condition** means condition 1 on the reverse side of the *REIWA Offer and Acceptance* form that forms part of this Contract.

(c) For the avoidance of any doubt, this clause does not prevent a Party from terminating this Contract under and in accordance with the Finance Condition.

(d) 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 400m^2;

(2) the Purchase Price is $900,000.00; and

(3) the area of the Property on the Plan of Subdivision is actually 420m^2,

the Purchase Price will become $927,000.00.

[Example and illustrative calculations:

420m^2 / 400m^2 x 100% = 105%.

105% less 102% = 3%.

Purchase Price increased by $900,000 x 3% = $27,000.00]

(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, 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) 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;

(ii) 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;

(iii) 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 any Bushfire Management Plan;

(iv) 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;

(v) 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

(vi) 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 if 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:

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

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 twelve (12) 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 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

(a) Application

This special condition applies if the Contract Date is on or after 1 July 2026.

(b) Definitions

In this special condition:

(i) **AML/CTF Laws** has the meaning given in paragraph (c)(i) of this special condition.

(ii) **CDD Information** has the meaning given in paragraph (c)(ii) of this special condition.

(iii) **Compliance Party** means the Seller and/or any other entity associated with the Seller that is a 'reporting entity' under the AML/CTF Laws that is providing a 'designated service' (as defined under the AML/CTF Laws) in connection with this Contract.

(iv) **Holding Deposit** has the meaning given in paragraph (c)(vii) of this special condition.

(v) **Proscribed Person** means any person or entity who:

(1) is proscribed under the *Charter of the United Nations Act 1945* (Cth) and the *Autonomous Sanctions Act 2011* (Cth) and associated regulations;

(2) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;

(3) appears in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;

(4) is declared or otherwise designated under any law relating to organised crime or gang activity;

(5) acts on behalf, or for the benefit of, a person or entity listed above; or

(6) is closely connected to a person listed above (unless we have expressly agreed that you are not a Proscribed Person despite your connection with a person listed above).

(c) Anti-Money Laundering and Counter-Terrorism Financing Act and Customer Due Diligence

(i) The Buyer acknowledges and agrees that the Seller and each Compliance Party is required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any associated or like rules, regulations, guidance, ordinances, ministerial notices and directives (**AML/CTF Laws**).

(ii) To the extent not already provided prior to the Contract Date, the Buyer must provide to the Seller, the Seller Agent or the Seller's Settlement Agent all information and documentation reasonably required by the Seller to enable the Seller and each Compliance Party to comply with its obligations under the AML/CTF Laws and the Seller's and Compliance Party's internal compliance procedures (**CDD Information**), including:

(1) information to establish and verify the identity of the Buyer and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Buyer;

(2) evidence of the source of funds and source of wealth to be used to complete the purchase of the Property; and

(3) any other information or documentation reasonably requested by the Seller, the Seller Agent or the Seller's Settlement Agent for the purposes of customer identification, verification or ongoing customer due diligence,

by no later than:

(4) in relation to any initial requirement for CDD information, 5 Business Days after the Contract Date; and

(5) in relation to any subsequent requirement for CDD information, within 10 Business Days after a request from the Seller.

(iii) The Buyer warrants that all information and documentation provided to the Seller pursuant to this special condition is true, correct and complete in all material respects and is not misleading.

(iv) The Buyer acknowledges and agrees that:

(1) the Seller and each Compliance Party may disclose CDD Information to a Relevant Authority if required to comply with its obligations under AML/CTF Laws; and

(2) notwithstanding the date for completion, the Seller is under no obligation to complete this Contract and the Seller may delay completion if the Buyer fails to provide the information or documentation requested pursuant to subparagraph (ii) of this paragraph (c) within the time there required, and any such delay will not constitute a breach by the Seller of this Contract.

(v) The Seller may terminate this Contract by written notice to the Buyer, and the Deposit will be refunded to the Buyer to the extent not prohibited by law if:

(1) the Buyer is a Proscribed Person;

(2) any CDD Information provided to the Seller is not adequate, is inconsistent, or is not provided in the time required by subparagraph (ii) of this paragraph (c);

(3) if circumstances otherwise arise that prevent the Seller from meeting its obligations under AML/CTF Laws;

(4) the Seller is not satisfied with the Buyer's compliance with all applicable laws, regulations or obligations, including AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; or

(5) the Buyer causes the Seller or a Compliance Party to breach any applicable laws, regulations or obligations, or exposes it to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with its policies and procedures for the management of such risks.

(vi) The Seller may terminate this Contract by written notice to the Buyer if any CDD Information provided pursuant to subparagraph (ii) of this paragraph (c) is not adequate, is inconsistent, or is not provided in the time there required to be provided.

(vii) The parties acknowledge that the Buyer may have provided a reservation amount, holding deposit or expression of interest payment (howsoever called) in respect of the Property (**Holding Deposit**) prior to the Contract Date.

(viii) Without limiting subparagraph (v)(3) of this paragraph (c), if the Buyer has not provided the CDD Information required by the Seller by the earlier of:

(1) 28 days after the Buyer provided the Holding Deposit; and

(2) 28 days after the Contract Date; and

(3) 3 days before the Settlement Date,

then the Seller can terminate this Contract and the Deposit will be refunded to the Buyer to the extent not prohibited by law.

(ix) The Buyer indemnifies and will keep indemnified the Seller against all losses, costs, expenses, damages, claims, demands, actions and liabilities suffered or incurred by the Seller arising from or in connection with any breach by the Buyer of this special condition or any failure by the Buyer to provide accurate, complete or timely information or documentation as required under this special condition.

(x) The Buyer must not make any claim against the Seller by reason of any matter arising out of or in connection with this special condition.

19 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 19(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.

20 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 9005 Old Balcatta Road, Gwelup, Western Australia – Stage 4

ANNEXURE "B" - Proposed Plan of Subdivision

Plan Information

Tenure Type	Freehold
Plan Type	Deposited Plan
Plan Purpose	Subdivision

Plan Heading

LOTS 24-54 ,9008, 9009, ROAD, ROAD WIDENINGS AND COVENANT

Locality & Local Government

Locality	Carine
Local Government	City of Stirling

Department of Planning, Lands and Heritage

File Number	

Examination

Examined	Date

Planning Approval

Planning Authority	Western Australian Planning Commission
Reference	159712

Delegated under S. 16 P&D Act 2005	Date

In Order For Dealings

Subject To	

For Inspector of Plans and Surveys	Date

Plan Approved Reg. 26A (4)

Inspector of Plans and Surveys / Authorised Land Officer	Date

Survey Details

Field Records	155541
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 Method and Plan Content Variations

Approved Variation Type	Reference

Survey Certificate - Regulation 54

I, Kenny R. SELLERS
hereby certify that this plan is accurate and is a correct representation of the -

(a) survey; and

(b) calculations from measurements recorded in the field records,

undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

FINAL

Licensed Surveyor	Date

Survey Organisation

Name	MNG MCMULLEN NOLAN GROUP
Address	PO Box 124, BULL CREEK W.A. 6149
Phone	6436 1599
Fax	
Email	info @ mngsurvey.com.au
Reference	103799dp-026g

Amendments

Version	Lodgement Type	Amendment Description	Authorised By	Date
2	Replacement Plan	Amend portion of Sharon Drive	Kenny R. SELLERS	14/10/2025
3	Replacement Plan	Amend benefit of Restrictive Covenant to WAPC	Kenny R. SELLERS	20/11/2025
4	Replacement Plan	Remove lots 92-101	Kenny R. SELLERS	19/02/2026

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Subject Land Description
24-54, 9008, 9009	DP 430271	PT LOT 9007	4087/769	

Former Tenure Interests and Notifications

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(M)	MEMORIAL	SEC 56(1) OF THE HERITAGE OF WA ACT 1990	DOC N511195	LOT 9008	HERITAGE COUNCIL OF WA	

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	RESTRICTIVE COVENANT	SEC 129BA OF THE TLA 1893	DOC	LOTS 24-42	WESTERN AUSTRALIAN PLANNING COMMISSION	No Habitable buildings within areas identified as BAL40 or Flame zone
(A)▶ ◀(B)	COVENANT	SEC 150 OF THE P & D ACT 2005	THIS PLAN	LOTS 24-42	CITY OF STIRLING	RESTRICTION OF ACCESS No road vehicle access to/from adjacent roads

New Notifications and Memorials

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	NOTIFICATION (Hazards or other Factors)	SEC 165 OF THE P & D ACT 2005	DOC	LOTS 24-54		BUSHFIRE MANAGEMENT PLAN

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

MNG

MC MULLEN NOLAN GROUP
PO Box 124, Bull Creek W.A. 6149
Tel: (08) 6436 1599
Email: info@mngsurvey.com.au

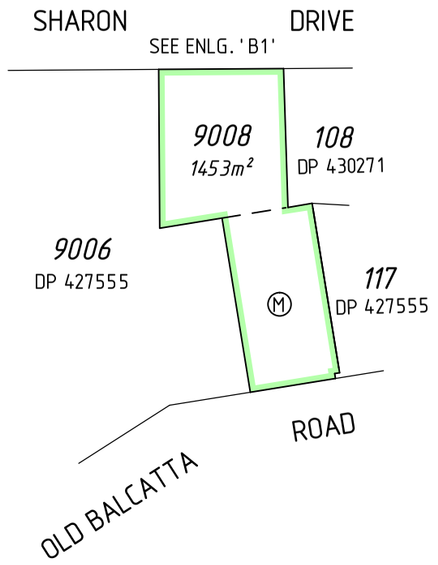
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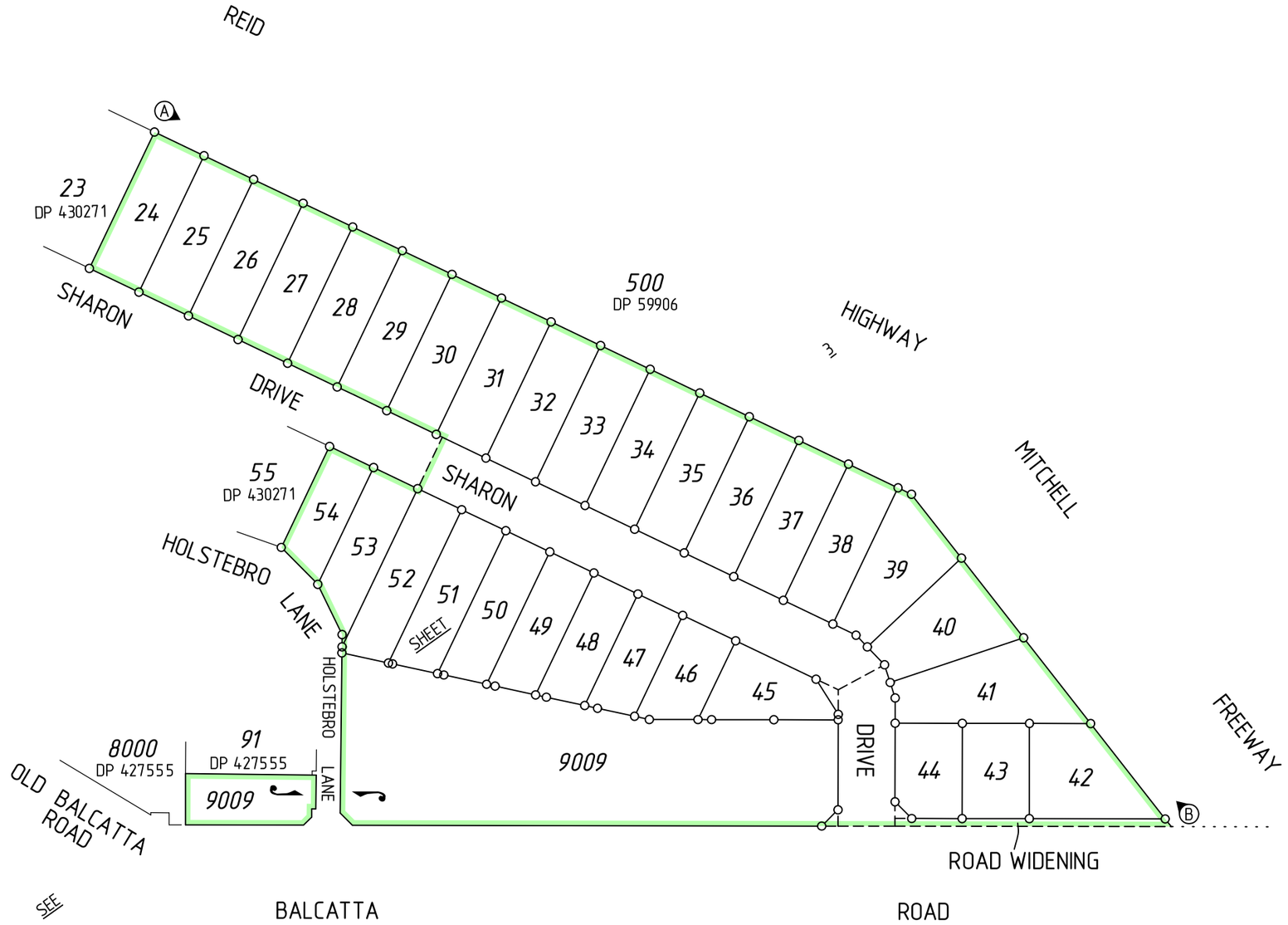
ADDITIONAL SHEETS
SURVEY SHEET

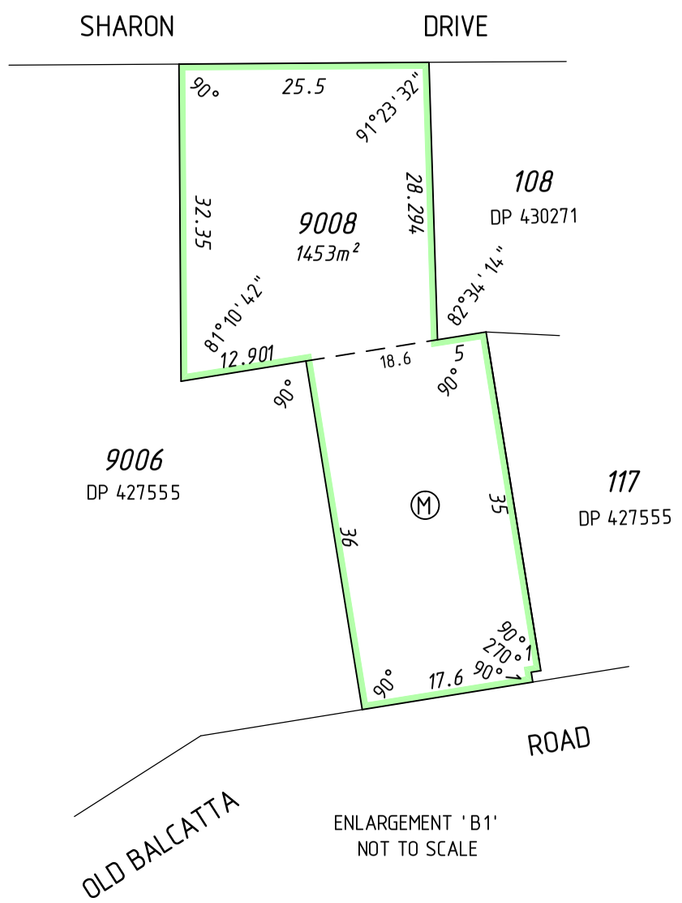
SHEET 1 OF SHEETS 3

VERSION NUMBER 4

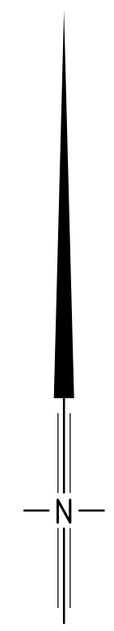
DEPOSITED PLAN
430272







ENLARGEMENT 'B1'
NOT TO SCALE



25 0 SCALE 1 : 1250 @ A2 100

ALL DISTANCES ARE IN METRES

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

MNG

MC MULLEN NOLAN GROUP
PO Box 124, Bull Creek W.A. 6149
Tel: (08) 6436 1599
Email: info@mngsurvey.com.au

MNG Ref : 103799dp-026g - Stages 4 - DP430272.CSD

ADDITIONAL SHEETS	SHEET	SHEETS	VERSION NUMBER	DEPOSITED PLAN
SURVEY SHEET	2 OF	3	4	430272

SCALE 1 : 500 @ A2

10 0 40

ALL DISTANCES ARE IN METRES

N

REID

HIGHWAY

SHARON

DRIVE

SHARON

HOLSTEBRO

MITCHELL

FREEWAY

OLD BALCATTA ROAD

BALCATTA ROAD

LANE

ROAD WIDENING 128m²

23 DP 430271

24 501m²

25 501m²

26 501m²

27 501m²

28 501m²

29 501m²

30 501m²

31 501m²

32 501m²

33 501m²

34 501m²

35 501m²

36 501m²

37 501m²

38 501m²

39 567m²

40 561m²

41 672m²

42 567m²

43 386m²

44 378m²

500 DP 59906

55 DP 430271

54 356m²

53 440m²

52 517m²

51 484m²

50 450m²

49 415m²

48 381m²

47 353m²

46 357m²

45 410m²

9009 3791m² (4184m²)

9009 393m² (4184m²)

91 DP 427555

∧ 54704 8000 DP 427555

(206.1571)

(96.115)

(24)

(201.182)

115.302

(43.81)

(103.636)

66.389

67.88

MC MULLEN NOLAN GROUP
PO Box 124, Bull Creek W A. 6149
Tel: (08) 6436 1599
Email: info@mngsurvey.com.au

MNG Ref : 103799dp-026g - Stages 4 - DP430272.CSD

ADDITIONAL SHEETS
SURVEY SHEET

SHEET 3 OF SHEETS 3

VERSION NUMBER 4

DEPOSITED PLAN 430272

THIS SURVEY SHEET WILL BE
REPLACED BY THE SURVEY DATA

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

MNG

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PO Box 124, Bull Creek W.A. 6149
Tel: (08) 6436 1599
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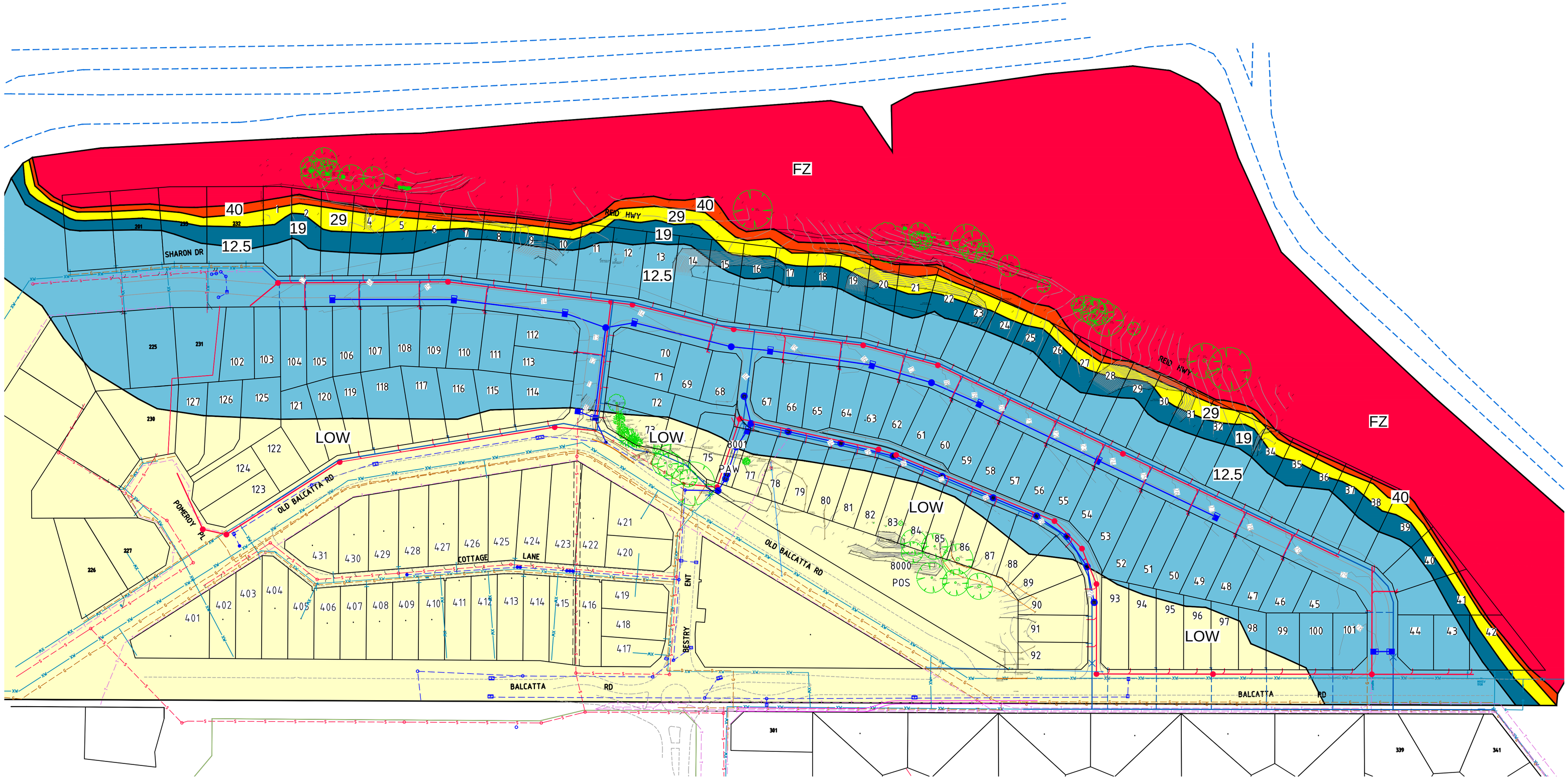
MNG Ref : 103799dp-026g

VERSION NUMBER
4

DEPOSITED PLAN
430272

Part of Lot 9005 Old Balcatta Road, Gwelup, Western Australia – Stage 4

ANNEXURE "C" – BAL Information



1:1000 AT A1

0 10m 20m 40m 60m

REV.	DESCRIPTION	DATE	DRAWN	DRFT CHK	DES CHK	DESIGN	APPROVED	ASSOCIATED DRG No.	DRAWING TITLE
A	ISSUED FOR FIRST REVIEW	3-03-21	RB	TT	TT	RB	-	-	-

tadros engineering
CIVIL | HYDRAULIC | STRUCTURAL
PO Box 4062
Woodlands WA 6018
P: (08) 9245 1100
CHARTERED ENGINEERS

CLIENT

BESTRY HOLDINGS

LOTS 9000 & 100
OLD BALCATTA ROAD,
GWELUP

ENGINEERS SIGNATURE

SCALE: 1:1000 AT A1

CO-ORD: PCG94

SHT SIZE: A1

NORTH

PROJECT

PROPOSED SUBDIVISION

TITLE

STAGES 2A AND 3
BAL CONTOUR MAP FROM CIVILTECH - SHEET 1 OF 1

SHT No. 1 OF 1

DRG No. PT119C-CI-DRG-SK-06

A