

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract.
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.

WARNING - If the Purchase Price is \$750,000 or more, Withholding Tax **may** apply to this Contract (see 2022 General Condition 3.7).

WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:



Dimensions WA Pty Ltd

Licensee trading as Land4Sale
ABN: 45 120 653 938 Licence No: 54926

6/437 Yangebup Road
Cockburn Central WA 6164

T: (08) 9488 3315
E: contracts@land4salewa.com.au

F: (08) 9488 3317
W: www.land4salewa.com.au



As Agent for the Seller / ~~Buyer~~

THE BUYER (FULL NAME, ADDRESS AND EMAIL ADDRESS) _____

BUYERS NAME HERE

BUYERS POSTAL ADDRESS HERE

Email: The Buyer Consents to Notices being served at: **Email address here**

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

SCHEDULE

The Property at:

LOT ADDRESS HERE (STAGE ?)

Lot **???** Deposited/Survey/Strata/Diagram/Plan _____ Whole/Part Vol _____ Folio _____

A deposit of **\$15,000** of which **NIL** is paid now and **\$15,000** to be paid within **3** days of acceptance

to be held by **HWL EBSWORTH LAWYERS TRUST ACCOUNT**

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

Purchase Price **\$????,???**

Settlement Date **ON OR BEFORE 21 DAYS FROM ISSUE OF TITLE OR FINANCE APPROVAL WHICHEVER THE LATER**

Property Chattels including **VACANT LAND**

GST WITHHOLDING

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

FINANCE CLAUSE **IS** APPLICABLE

LENDER/
MORTGAGE BROKER **ANY LENDER SUITABLE TO THE BUYER**

(NB. If blank, can be any Lender)

LATEST TIME: 4pm on: **90 DAYS FROM ACCEPTANCE**

AMOUNT OF LOAN: **\$????,???**

SIGNATURE OF BUYER **X**

FINANCE CLAUSE IS **NOT** APPLICABLE

Signature of the Buyer if Finance Clause **IS NOT** applicable

SPECIAL CONDITIONS

1. Annexures GST Withholding, A, B, C, D, E, F and G attached form part of the Contract. **(Initials) X**

Signature X

CONDITIONS

1. **SUBJECT TO FINANCE**
 If the buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the "Finance Clause is Applicable" box in the Schedule, then this Clause 1 does not apply to the Contract.
 If any information is completed in or the Buyer signs the "Finance Clause is Applicable" box in the Schedule then this Clause 1 applies to the Contract.
 - 1.1 **Buyer's Obligation to Apply for Finance and Give Notice to the Seller**
 (a) The Buyer must:
 - (1) immediately after the Contract Date make an Finance Application to the Lender using, if required by the Lender or a Mortgage Broker, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
 - (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end under Clause 1.2 and Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
 - (c) The Buyer must immediately give to the Seller or Seller Agent:
 - (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if Finance Approval is rejected;
 at any time while the Contract is in force and effect.
 - 1.2 **No Finance Approval by the Latest Time: Non Approval Notice Given**
 This Contract will come to an end without further action by either Party if on or before the Latest Time:
 - (a) written Finance Approval has not been obtained or the Finance Application has been rejected; or
 - (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.
 - 1.3 **No Finance Approval by the Latest Time: No Notice Given**
 If by the Latest Time the Seller or Seller Agent has not been given:
 - (a) an Approval Notice; or
 - (b) a Non Approval Notice;
 then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non Approval Notice to the Seller or Seller Agent.
 - 1.4 **Finance Approval: Approval Notice Given**
 If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:
 - (a) Finance Approval has been obtained; or
 - (b) an Approval Notice has been given to the Seller or Seller Agent;
 then this Clause 1 is satisfied and this Contract is in full force and effect.
 - 1.5 **Notice Not Given by Latest Time: Seller's Right to Terminate**
 If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.
 - 1.6 **Buyer Must Keep Seller Informed: Evidence**
 (a) If requested in writing the Seller or Seller Agent the Buyer must:
 - (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of the making of:
 - (i) the making of a Finance Application in accordance with Clause 1.1(a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Sellers Agent of the reasons for the Buyer not accepting any loan offer.
 - (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in 1.6(a).
 - 1.7 **Right to Terminate**
 If a party has the right to terminate under this Clause 1, then:
 - (a) termination must be effected by written Notice to the other Party;
 - (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
 - (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
 - (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.
2. Acceptance of this offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

- 1.8 **Waiver**
 The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.
- 1.9 **Definitions**
 In this Clause:
 - Amount of Loan** means either the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.
 - Approval Notice** means a statement in writing given by the Buyer, a Lender, or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.
 - Credit Protection Act** means the *National Consumer Credit Protection Act, 2009 (Cwth)*
 - Finance Application** means an application made by or on behalf of the Buyer:
 - (a) to a Lender to lend any monies payable under the Contract; or
 - (b) to a Mortgage Broker to Facilitate an application to a lender
 - Finance Approval** means a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by a Lender; and
 - (a) for the Amount of Loan;
 - (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance; and has in fact been satisfied.
 - Latest Time** means:
 - (a) the time and date referred to in the Schedule; or
 - (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.
 - Lender** means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.
 - Mortgage Broker** means a holder of and Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.
 - Non Approval Notice** means:
 - (a) advice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained.
 - (b) Advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - They have assessed that proposed credit contract as being unsuitable for the Buyer; or
 - (2) The Finance Application to a lender has been rejected

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

Signature X	Date	Signature X	Date
Signature X	Date	Signature X	Date

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

PERRON TREEBY PTY LTD (ACN 608 737 677)
4 PLAIN STREET, EAST PERTH WA 6004

EMAIL: The Seller consents to Notices being served at: settlements@hwle.com.au contracts@land4salewa.com.au

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

- | | |
|------------------------------|--|
| 1. This offer and acceptance | 2. Strata disclosure & attachments (if strata) |
| 3. 2022 General Conditions | 4. <input style="width: 100%;" type="text"/> |
- Signature X Signature X

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

- | | |
|--|----------------------------|
| 1. This offer and acceptance | 2. 2022 General Conditions |
| 3. Other <input style="width: 100%;" type="text"/> | |
- Signature Signature

CONVEYANCER (legal Practitioner/Settlement Agent)

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

BUYER'S REPRESENTATIVE Name BUYERS SETTLEMENT AGENTS NAME HERE Signature X	SELLER'S REPRESENTATIVE Name HWL EBSWORTH LAWYERS Signature <input style="width: 100%;" type="text"/>
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COPYRIGHT

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

GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2018
FOR USE BY REIWA MEMBERS
Form 193 06/18

LOT ADDRESS HERE

insert address

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

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

Clauses 4 to 11 set out the GST withholding regime

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

	Seller - Supplier 1	Seller - Supplier 2
(1) Name of Seller (or GST group member responsible)	PERRON INVESTMENTS PTY LTD	
(2) ABN:	48 000 003 976	
(3) Address:	4 PLAIN STREET EAST PERTH WA 6004	
(4) Phone Number:	08 9221 1555	
(5) Email:	settlements@hwle.com.au	
(6) Proportion of withholding amount:	100%	

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

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

6. The Seller gives notice that: (**delete one, if there is no deletion then (b) is deemed to apply*)
 - (a) the Margin Scheme applies to this Contract and the Buyer must, pursuant to the GST Withholding Law withhold and pay to the Commissioner, the amount equal to 7% of the Purchase Price being **\$???,???** at Settlement; or
 - (b) ~~the Margin Scheme does not apply to this Contract and the Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner the amount equal to one eleventh (1/11th) of the Purchase Price being \$_____ at Settlement,~~
(~~the relevant amount being the GST Withholding Amount~~) and the Buyer is not required to pay that part of the Purchase Price equal to the GST Withholding Amount to the Seller at Settlement.
7. (a) The Seller may direct the Buyer to, or the Buyer may elect to, satisfy the Buyer's obligation under clause 6, by providing to the Seller at Settlement, a bank cheque payable to the Commissioner for the GST Withholding Amount.
- (b) The Buyer must, before Settlement, provide the Seller with the Commissioner's payment reference number and the lodgement reference number 2.
8. The Buyer must comply with the Buyer's obligations under the GST withholding Law to lodge a notice with the Commissioner in the form approved under the GST Withholding Law:
 - (a) as soon as practicable after the Contract Date, notifying the Commissioner of the transaction under this Contract and the GST Withholding Amount; and
 - (b) on the day on which Settlement occurs, notifying the Commissioner that Settlement has occurred.
9. If the Purchase Price is payable by instalments then, despite clause 6, the Buyer must pay the GST Withholding Amount on the date of the payment of the first instalment (excluding the Deposit) instead of at Settlement.
10. If the Buyer does not provide to the Seller at Settlement a bank cheque payable to the Commissioner under clause 7(a), the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the GST Withholding Amount to the Commissioner immediately following Settlement.
11. The Seller must promptly provide to the Buyer all information reasonably requested by the Buyer to enable the Buyer to comply with the Buyer's obligations under clause 8.

Seller

Buyer **Signature X**

Seller Disclosure to Buyer

- 1 The Seller proposes to carry out the development of the Lake Treeby estate of which the Land forms part (**Estate**). Although the Estate has been partially developed, there is no guarantee that the development of future stages of the Estate will proceed, or will proceed in the same form as currently proposed.
- 2 In undertaking the continued development of the Estate, the Seller is assuming a range of risks which it cannot foresee or control.
- 3 These risks include that:
 - (a) the development of the Estate may be delayed or take an extended period of time;
 - (b) a disaster event may cause significant damage or delays;
 - (c) a pandemic or other unforeseen event may cause significant delays in undertaking civil works;
 - (d) a civil contractor becomes insolvent requiring the engagement of a new contractor to complete the civil works and development infrastructure;
 - (e) a change in economic conditions, including increased construction costs, affecting financial viability;
 - (f) a change of law or of a local planning scheme which results in required changes to the development of the Estate; or
 - (g) the Seller may not obtain or procure approvals required for development of any relevant part of the Estate concerning the Land on terms satisfactory to the Seller (acting reasonably).
- 4 Accordingly, to protect the legitimate interests of the Seller given:
 - (a) the nature of the Land sold (it being sold "off the plan" before the issue of a Certificate of Title for the Land);
 - (b) the technical, planning, regulatory, economic and commercial uncertainties set out above; and
 - (c) the relative risks to which the Seller is exposed,it is necessary that this Contract include terms that:
 - (d) permit the Seller to make limited changes and variations;
 - (e) grant the Seller a right to terminate this Contract; and
 - (f) limit the ability of the Buyer to claim compensation from the Seller or delay or refuse to effect Settlement or withhold any money payable (**Object**).
- 5 In particular, the Seller directs the attention of the Buyer to the following clauses of this Contract (this is not an exhaustive list):
 - (a) special conditions 4(c)(iv) and 9 of Annexure A in relation to the Seller's right to make certain variations;
 - (b) special condition 10(b)(iii) of Annexure A in relation to the Seller's right to terminate; and
 - (c) special conditions 6(r), 7(d) and 8(d) of Annexure A in relation to restrictions on the Buyer's right to Object.

Buyer Disclosure to Seller

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

INITIAL HERE

Buyer X _____ Buyer X _____

1 Deposit

- (a) The Buyer agrees that the Deposit paid to HWL Ebsworth Lawyers Trust Account will not be held in an interest bearing account.
- (b) The Buyer irrevocably authorises and directs HWL Ebsworth Lawyers to release the Deposit paid pursuant to the Contract to the Seller at Settlement, or to otherwise deal with the Deposit as provided in the Contract (in the event that the Contract is terminated prior to Settlement).
- (c) The Buyer acknowledges and agrees that it will do all other acts and things, and provide such other authority as may be necessary to permit HWL Ebsworth Lawyers to release the Deposit or otherwise deal with it as provided in the Contract.

2 Finance Clause

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

- (a) clause 1.2 of the Finance Clause is deleted and replaced with:

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

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

- (a) *the Finance Application has been rejected; and*
 - (b) *a Non Approval Notice is given to the Seller or Seller Agent."*
- (b) the definition of "Non Approval Notice" in clause 1.9 of the Finance Clause is deleted and replaced with:

"Non Approval Notice means:

- (a) *a document provided by the Lender confirming or stating that the Finance Application has been rejected or Finance Approval has not been obtained; or*
- (b) *a document from a Mortgage Broker confirming that:*

(i) *they:*

- (1) *have made inquiries about the Buyer's requirements and objectives under this Contract;*
- (2) *have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and*
- (3) *have assessed the proposed credit contract as being unsuitable for the Buyer; or*

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

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

3 Settlement date

- (a) Subject to special condition 3(b), the Settlement Date shall be 21 days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Land (following the subdivision of the Original Land, being the land in Certificate of Title Volume 4025 Folio 948, as further subdivided from time to time).
- (b) In the event that a date is inserted under the heading "Settlement Date" in the Schedule to the Contract for Sale of Land or Strata Title by Offer and Acceptance form, the Settlement Date shall be the later of that date and the date calculated in accordance with special condition 3(a).

4 Protective covenants

- (a) The Buyer acknowledges and accepts that the Seller sells the Land subject to the protective covenants specified in Annexure B to the Contract (**Protective Covenants**), which shall be registered as an Encumbrance against the Land at or prior to Settlement.
- (b) The Buyer shall observe and comply with the Protective Covenants.
- (c) The Buyer acknowledges and agrees that:
 - (i) other land in the Estate may also be subject to covenants similar to the Protective Covenants;
 - (ii) the Buyer has not entered into the Contract in reliance on those protective covenants being in place or being enforced by the Seller or any other person, except to the extent expressly set out in this Contract;
 - (iii) the enforcement of those protective covenants shall be at the Seller's reasonable discretion and the Seller takes no responsibility for the enforcement of those protective covenants;
 - (iv) the Seller may, at its reasonable discretion, modify the protective covenants (if any) that apply to other land in the Estate.

INITIAL HERE

Buyer X _____ Buyer X _____

5 Easements, notifications and memorials

The Buyer acknowledges and agrees that:

- (a) the Land is sold and shall be transferred to the Buyer subject to:
 - (i) all easements, Title Notifications, Memorials and Remediated Site Memorials registered on the Certificate of Title for the Original Land as at the Contract Date that may then be shown on the Certificate of Title to the Land at Settlement;
 - (ii) all easements, Title Notifications, Memorials and Remediated Site Memorials (in addition to the Protective Covenants and those notified under the Contract):
 - (1) which are required by the Planning Commission and other Authorities as a condition of approving the subdivision of the Original Land or of the issue of a Certificate of Title for the Land in or substantially in accordance with the plan annexed to the Contract as Annexure D (**Plan**); and
 - (2) which may not be shown on the Plan as at the Contract Date;
- (b) the following may be included as one of the encumbrances referred to in special condition 5(a)(ii):
 - (i) drainage easements for drainage infrastructure;
 - (ii) restrictive covenants preventing vehicular access onto Armadale Road for lots abutting Armadale Road;
 - (iii) easements for existing or future water, sewerage, land filling and draining infrastructure or works;
 - (iv) easements for the purpose of providing right of accessway for vehicles for emergency fire purposes; and
 - (v) notification as to:
 - (A) potential noise nuisance impacts in relation to the lots being in the vicinity of a transport corridor due to Armadale Road;
 - (B) potential noise nuisance impacts in relation to the lots being in the vicinity of Jandakot Airport; and
 - (C) the Land being contained within a bushfire prone area as designated by an order made by the Fire and Emergency Services Commissioner and being subject to a bushfire management plan and as such additional planning and building requirements may apply to the development of the Land;
- (c) the Buyer will buy the Land subject to the encumbrances referred to in this special condition 5, and the Buyer:
 - (i) will have no right to terminate the Contract or to defer or delay Settlement because of those encumbrances; and
 - (ii) shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the sale of the Land subject to those encumbrances.

6 Buyer acknowledgements and development controls

The Buyer acknowledges and accepts that:

- (a) for Land which is provided with retaining walls, any buildings constructed on that Land must be positioned to ensure that they do not surcharge or encroach on any subdivisional retaining wall;
- (b) uniform fencing is required along the boundaries of lots abutting Armadale Road and public open space reserves, which fencing shall be constructed within the boundary of the Land;
- (c) the Seller may, but is not obliged to, construct feature masonry fencing with or without metal infill panels to the front and/or side boundaries of some of the lots within the estate (of which the Land forms part), and such fencing, if constructed by the Seller on the Land, will be constructed within the boundary of the Land. The Buyer must not alter, modify or remove this fencing;
- (d) if the Buyer wishes to install artificial turf on the Land, the Buyer must first obtain approval from the City of Cockburn to install the artificial turf, and the Buyer bears all risks associated with the installation of the artificial turf;
- (e) there are high voltage transmission lines traversing the Estate or land adjacent to the Estate;
- (f) the local development plans set out in Annexure D, comprising an approved 'Urban Core' local development plan and a draft 'Estate' local development plan, (**LDP**), which may be updated from time to time by the relevant Authority, contain development provisions which affect, among other things, building design, soakwell drainage and land development;
- (g) the LDP applies to the Land, and the Buyer must observe and comply with the LDP in the development of the Land;
- (h) the Buyer must, prior to commencing construction of any dwelling on the Land, submit all building plans via email to info@laketreeby.com.au for approval by the Seller which will be given if the building plans comply with the Protective Covenants. By providing its approval to the Buyer's building plans, the Seller and its agents do not assume any responsibility or liability for defective design, non-compliance with the Protective Covenants or non-compliance with statutory requirements or requirements imposed by the Building Code of Australia or any Australian Standards, and the Buyer remains solely responsible and liable in relation to these matters on the basis that they are outside of the Seller's control;
- (i) if the Land is any of Lots 1-6, 20-30, 360-367, 380-397, or 522-524:

INITIAL HERE

Buyer X _____ Buyer X _____

- (i) the dwelling constructed on the Land must be two storeys in height; and
- (ii) the Buyer agrees that these Lots are feature lots in the Estate and that the Seller has an interest in the dwellings on these Lots being completed in a timely manner. Accordingly, the Buyer agrees that it will complete construction of a dwelling on the Land within two years of Settlement;
- (j) if the Land is any of Lots 65-73, 107-115, 310-318, 400-410 and 415-425 the dwelling constructed on the Land must be single storey in height only;
- (k) if the Land is any of Lots 380, 382-395 or 397, the dwelling constructed on the Land must have a balcony constructed as part of the second storey of the dwelling which faces the southern boundary of the Land;
- (l) if the Land directly abuts Armadale Road it will be provided with a noise wall constructed along its boundary abutting Armadale Road, which shall be constructed within the boundary of the Land;
- (m) if the Land is subject to a noise notification as referred to in special condition 5(b)(v):
 - (i) the Buyer should consider the 'Quiet House Design Principles' under Western Australia Planning Commission Policy 5.4 - Road and Rail Transport Noise and Freight Considerations in Land Use Planning during the design and construction of all dwellings on affected lots;
 - (ii) the Buyer may not be able to construct a dwelling with a standard floor plan on the Land; and
 - (iii) any two storey residence (upper floor) may require specialist advice from a suitably qualified acoustical consultant and may need to be constructed with specific acoustic treatment.
- (n) in addition to the development provisions mentioned in the previous sub-paragraphs, the City of Cockburn and other Authorities having jurisdiction over such matters may impose certain development controls in relation to the development and use of the Land, including without limitation building restrictions, restrictions with respect to vegetation, buffer zones or other land use considerations:
- (o) the Land may be in a bush fire prone area such that the Buyer may be required to at its own cost comply with certain building restrictions, including compliance with Australian Standard 3959 - Construction of Buildings in Bushfire-Prone Area and undertaking a bush fire attack level assessment, when developing the Land. The Buyer must make and rely on its own enquiries in this regard including as to any bushfire attack level rating assessment, and increased costs of construction to incorporate bushfire design safety and similar features for the dwelling or other improvements on the Land, and the Buyer is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller in relation to the Land being in a bush fire prone area as described above; and
- (p) at Settlement services such as electricity, water and gas may not yet be available for connection to the Land;
- (q) the Land may be under development and construction before or after the Settlement Date, and factors affecting the Land may be subject to change. The completion of the physical development and construction of the Land as a separate Lot is not a requirement for a separate Certificate of Title to issue for the Land. The Buyer acknowledges that delays in the development and construction of the Land as a separate Lot are generally not attributable to the Seller. If any of the Seller's development works required to be undertaken on the Land have not been completed prior to Settlement, following Settlement:
 - (i) the Seller and its contractors may access the Land as and when they require to undertake such works; and
 - (ii) the Buyer and/or its appointed builder must:
 - (1) not impede access to the Land by the Seller and its contractors; and
 - (2) co-operate with the Seller and its contractors,
 in respect to the Seller's undertaking of such works; and
- (r) the Buyer agrees that except to the extent expressly set out in the Contract, the Buyer:
 - (i) will have no right to terminate the Contract or defer or delay Settlement; and
 - (ii) is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller,
 in relation to any of the matters mentioned in paragraphs (a) to (q) above.

7 Buyer has made own enquiries

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

- (a) in relation to the Land:
 - (i) the use to which the Land may be put;
 - (ii) any development controls which may be imposed in relation to the development and use of the Land, including the Protective Covenants, the LDP and any building restrictions;
 - (iii) the state, condition, quality and physical characteristics of the Land;
 - (iv) the location and construction of any retaining walls and/or boundary fences;
 - (v) the levels of the Land, including in relation to the levels of adjoining roads and lots adjoining the Land, and the need for a retaining wall or other works (whether due to the differences in the levels of the Land and any adjoining roads or other lots or any other reason);

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Buyer X _____ Buyer X _____

- (vi) the status, progress or timing of the subdivision of the Original Land, including without limitation, when a Certificate of Title for the Land is due to be issued and accordingly when Settlement may be due to occur;
- (vii) the Buyer's eligibility for any Commonwealth, State or Local Government assistance (including any grants, rebates, bonuses or other financial assistance or relief) that may be provided in relation to the acquisition and development of the Land including the impact of timing of the issue of a Certificate of Title for the Land and Settlement on the Buyer's eligibility;
- (viii) the Buyer's obligations with respect to the lodgement for assessment of the Contract and the payment of transfer duty in respect of the Contract,

and any additional costs which may be incurred as a result of any of the above factors;

(b) in relation to the Estate:

- (i) road configurations (including future roads connecting to the road which the frontage of the Land abuts);
- (ii) the location, size and configuration of public open space areas;
- (iii) the location, size and appearance of high voltage transmission lines;
- (iv) the availability of schools and other public amenities not already existing; and
- (v) the potential further development of the balance of the Estate,

and the Buyer acknowledges and agrees that, except to the extent expressly set out in this Contract, the Buyer:

- (c) has not entered into the Contract in reliance on any statement, representation or warranty made to the Buyer by the Seller or the Seller's Agent in respect of any of the above matters; and
- (d) will have no right to terminate the Contract or defer or delay Settlement and is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller in connection with any of the above matters, including without limitation any additional building costs.

8 Further development of the estate

The Buyer acknowledges and agrees that:

- (a) the Seller intends to subdivide the Estate in stages and to develop the Estate progressively over time;
- (b) the plans for the Estate may be subject to change in response to a range of factors including market conditions, changes in legislation or policies and remain subject to the approval of all relevant Authorities;
- (c) from time to time, the Seller may undertake works in the vicinity of the Land which may generate noise, vibration, rubbish and dust. The Seller shall endeavour to minimise the noise, vibration, rubbish and dust to the extent reasonably practicable, however the Buyer is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller in relation to the carrying out of any such works unless they materially or unreasonably affect the Buyer's use and enjoyment of the Land and the Buyer has provided the Seller with reasonable notice prior to doing so;
- (d) except to the extent expressly set out in this Contract, the Seller and the Seller's Agent are not able to make and make no representation or warranty as to the subdivision and development of future stages of the Estate, and the Buyer is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller if the Seller fails to subdivide or develop future stages of the Estate in accordance with plans current as at the Contract Date; and
- (e) the Buyer shall not make any objection to any future subdivision applications in relation to the Estate as described above which may be lodged by the Seller or its agent for approval with any Authority.

9 Land subject to survey

The Buyer acknowledges and agrees that:

- (a) the Plan is subject to final survey, and accordingly:
 - (i) except to the extent caused by the negligence of the Seller or as expressly set out in this Contract, the Buyer is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller in relation to any error, inaccuracy or misdescription in the Plan or any other documents provided to the Buyer in connection with the subdivision of the Original Land;
 - (ii) subject to special condition 9(c)0(1), the Buyer shall not be entitled to terminate the Contract or make any claim whatsoever (for compensation or otherwise) against the Seller if the size, location or configuration of the Land at Settlement varies from the Land shown on the Plan in a manner that does not materially or unreasonably affect the Buyer's use and enjoyment of the Land or the value of the Land;
- (b) variations to the size of the Land may happen on final survey for various reasons including:
 - (i) the Land is sold "off the plan" before a final survey and before Certificate of Title has issued for the Land;
 - (ii) the subdivision of the Original Land remains subject to approvals and requirements of relevant Authorities;
 - (iii) variations or changes may occur during the subdivision of the Original Land and development of the Estate and construction works;
 - (iv) differences in the methodology for measurement of lots for pre-title or approval plans and for final survey

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- and titling purposes; and
- (v) to assist in the identification of the Land for the preparation of the Plan;
- (c) should the area of the Land on final survey vary from the Land shown on the Plan by:
- (i) 2% or less, then the Buyer agrees that percentage change is not material and the variation in size is a permitted variation;
- (ii) more than 2% but 5% or less, then the Buyer must complete the purchase of the Land and the Purchase Price will be reduced based on a pro rata price per square metre (less a 2% allowance) in accordance with the formula in the following example:
- | | | | |
|----------|--|---|----------|
| Example: | Lot size 450m ² sold for \$450,000 (\$1,000/ sqm) | | |
| | If final survey is 5% less in area | = | 22.5 sqm |
| | Less 2% allowance of 450 sqm | = | 9.0 sqm |
| | Reduction of sqm for calculation of price reduction | = | 13.5 sqm |
| | Price reduction based on 13.5 sqm @ \$1,000/sqm | = | \$13,500 |
- or
- (iii) more than 5%, then:
- (1) the Buyer may terminate the Contract by giving written notice to the Seller not less than 5 Business Days before the Settlement Date and the Buyer will be refunded the Deposit in full, and neither party will have any further rights or claims against the other; or
- (2) if the Buyer does not terminate under special condition 9(c)(1), then the Buyer must complete the purchase of the Land and the Purchase Price will be reduced based on a pro rata price per square metre (less a 2% allowance) in accordance with the formula in the above example.
- (d) the Seller makes no warranty in relation to the accurate location of the survey pegs on the Land after their initial installation on the Land by the Seller's surveyors, and is not obliged to maintain any survey pegs marking the boundary of the Land; and
- (e) the Buyer shall bear the cost of any replacement survey pegs or resurvey required to identify the boundary of the Land.

10 Subdivision of the Original Land

- (a) It is agreed that condition 13 of the 2022 REIWA Joint Form of General Conditions for the Sale of Land (**General Conditions**) shall not apply for the purposes of this Contract and will have no force or effect.
- (b) The Buyer acknowledges and agrees that:
- (i) Settlement is conditional on a separate Certificate of Title being issued for the Land by no later than 18 months after the Contract Date;
- (ii) the Seller shall notify the Buyer if and when the condition in special condition 10(b)(i) is satisfied; and
- (iii) if the condition in special condition 10(b)(i) is not satisfied by the time specified (as extended, if applicable), then either the Buyer or the Seller may terminate the Contract by written notice to the other, and on termination of the Contract:
- (1) the Seller shall refund the Deposit to the Buyer;
- (2) the Buyer and the Seller are relieved of their respective obligations under the Contract; and
- (3) neither the Buyer nor the Seller shall have any claim against the other under the Contract, except in relation to any breach occurring prior to termination.
- (c) The Buyer agrees that in developing the Original Land, the Seller assumes a range of risks which it cannot foresee or control, including the risk that the development of the Original Land may be delayed or take an extended period of time. If the Seller or the Seller's Agent advises the Buyer of an indicative date by which the Seller expects to obtain a separate Certificate of Title for the Land, and there is any delay in obtaining a separate Certificate of Title for the Land beyond that date, the Seller will not be responsible to compensate the Buyer for any additional costs or expenses of whatever nature (including, without limitation, those relating to any price increases pursuant to any building contract entered into by the Buyer) which the Buyer alleges is caused, whether directly or indirectly, by that delay.

11 General Conditions

- (a) It is agreed that the following clauses in the General Conditions shall not apply for the purposes of this Contract and will have no force or effect:
- Clauses 2.4, 2.5, 2.7, 2.8, 3.10(c) and (d), 3.12(g), 9, 10, 13, 14.5, 15, 20.2 and 20.3(b).
- (b) It is agreed that clause 4.2 in the General Conditions is modified for the purposes of this Contract to add at the end of clause 4.2(b) the following:
- "provided that this clause 4.2 does not apply if the reason for the Seller delay in any way relates to:
- (c) completion of the physical development and construction of the Land as a separate Lot;

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Buyer X _____ Buyer X _____

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

12 GST

It is agreed between the Buyer and the Seller that all consideration and amounts otherwise payable under this Contract with respect to the Land, including the Purchase Price, have been calculated on a GST inclusive basis.

13 GST Withholding

- (a) In this special condition 13, words or expressions that are defined or used in:
 - (i) Schedule 1 to the *Taxation Administration Act 1953* (Cth) (**Withholding Law**) have the meaning given to them in the Withholding Law when used in this special condition 13;
 - (ii) the General Conditions have the meaning given to them in condition 3.12 of the General Conditions.
- (b) The Buyer must give the Seller the payment reference number (**PRN**) and lodgement reference number (**LRN**) issued by the Australian Taxation Office on or before Settlement.
- (c) Notwithstanding condition 7 of the GST Withholding Annexure, the parties agree that:
 - (i) if Settlement is completed by an Electronic Settlement, the electronic settlement schedule within the Workspace for the Settlement must specify payment of the GST Withholding Amount to the account nominated by the Commissioner as a destination line item of the Seller (Transferor);
 - (ii) if Settlement is not completed by an Electronic Settlement, the Buyer must draw a bank cheque for the GST Withholding Amount in favour of the Deputy Commissioner of Taxation which must:
 - (1) be in Australian dollars;
 - (2) be crossed not negotiable; and
 - (3) not be post-dated,

(GST Cheque) and must provide the GST Cheque to the Seller at Settlement in accordance with section 16-30(3) of the Withholding Law,

and the Seller is not obliged to complete Settlement until the Buyer complies with its obligations under special conditions 13(b) and 13(c)(i) and (ii) (whichever is applicable), and the Buyer will be taken to be in default under this Contract until the Buyer complies with its obligations under special conditions 13(b) and 13(c)(i) and (ii) (as the case requires).
- (d) If Settlement is not completed by an Electronic Settlement, on Settlement, or within such further period (if any) as may be allowed by the Commissioner, the Seller must pay the GST Withholding Amount to the Commissioner.
- (e) Except as expressly set out in this special condition 13, the rights and obligations of the parties under this Contract including, without restriction, any obligation of the Seller to apply the margin scheme (if any), are unchanged.
- (f) If the Buyer is registered (within the meaning of the GST Act) and acquires the Property for a creditable purpose, the Buyer must give written notice to the Seller stating this not later than 10 Business Days before the Settlement Date.

14 Rates and other Outgoings

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

15 No caveat

- (a) The Buyer shall not register a caveat against the Land or the Original Land prior to the issue of a Certificate of Title for the Land.
- (b) The Buyer must pay on demand all of the Seller's costs incurred in relation to the withdrawal of any caveat lodged in contravention of special condition 15(a), including all registration fees payable to Landgate.

16 Inconsistency

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

17 NBN

The Buyer acknowledges and accepts that:

- (a) the Land is or will be serviced by NBN Co Limited;
- (b) the Buyer has been provided with a copy of NBN Co Limited's "Your NBN connect kit" and "Key information for builders & cablers";

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- (c) the Buyer will comply with NBN Co Limited's building ready specifications, including those specifications set out in the document entitled "NBN Co Residential Preparation and Installation Guide: SDUs and MDUs" as published on NBN Co Limited's website, as updated from time to time, (Building Ready Specifications) when constructing a residence on the Land, to enable the Buyer's residence to be connected to the NBN network infrastructure;
- (d) if the Buyer fails to comply with NBN Co Limited's Building Ready Specifications when constructing a residence on the Land, the Buyer will be unable to connect the Buyer's residence to the NBN network infrastructure, or will incur additional costs in order to connect the residence to the NBN network infrastructure; and
- (e) the Seller is not responsible for, and the Buyer has no claim whatsoever against the Seller in relation to, the NBN network infrastructure not being installed on or available at the Land on the date of Settlement, or if there is any delay in the Buyer being able to connect to the NBN network infrastructure on the basis that the NBN network infrastructure is outside of the Seller's control.

18 Lake Treeby Building and Development Guidelines

- (a) The Buyer acknowledges and agrees that the Buyer has received the Lake Treeby Building and Development Guidelines (**Guidelines**).
- (b) The Buyer acknowledges and accepts that:
 - (i) the Guidelines apply to the Land; and
 - (ii) the Buyer shall observe and comply with the Guidelines.

19 Referral Arrangements

The Seller may have referral arrangements with various persons including registered builders. Should the Buyer have been referred to the Seller by any such person, the Buyer acknowledges that a fee may be payable by the Seller to the referrer and consents to such fee being paid.

20 Non-merger

The parties agree that all agreements, obligations and covenants contained in this Contract which have not been fulfilled at Settlement shall survive Settlement and shall not merge with Settlement.

21 Settlement

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

22 Land Tax Notice

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

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

23 Western Power Early Clearance

- (a) In this special condition:
 - (i) **Agreement** means a Pre-DCR Clearance Agreement with Western Power.
 - (ii) **Handover** is the date the ownership and operational control of equipment is handed over to Western Power in accordance with provision 6.2.2.11 of the UDS Manual;
 - (iii) **UDS** means the Underground Distribution Scheme by which electricity is supplied from Western Power's network, in accordance with the UDS Manual;
 - (iv) **UDS Manual** means the Western Power Underground Distribution Schemes Manual (as amended from time to time); and
 - (v) **Western Power** means Electricity Networks Corporation ABN 18 540 492 861 trading as Western Power.
- (b) The Buyer acknowledges and accepts that:
 - (i) the Seller has entered into an Agreement in relation to the Estate:
 - (ii) the Agreement requires the Seller to undertake and fund the planning, design and construction of the UDS;
 - (iii) the Land will not have electricity supplied by Western Power before Handover is achieved;
 - (iv) the Buyer must sign and provide to the Seller at Settlement an acknowledgement letter substantively in the form attached at Annexure G or such other form as Western Power may require from time to time. The acknowledgement letter includes acknowledgements by the Buyer that:
 - (1) the Land is subject to the Agreement;
 - (2) the Agreement does not impliedly or expressly provide the Seller with a guarantee that Western Power will accept Handover of the UDS;

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- (3) the Agreement does not impliedly or expressly provide priority in the energisation process as outlined in the UDS Manual; and
 - (v) the completion of construction of the UDS servicing the Land as a separate Lot and the supply of power to the Land is not a requirement for a separate Certificate of Title to issue for the Land. The Buyer acknowledges that delays in the construction of the UDS servicing the Land as a separate Lot and the supply of power to the Land are generally not attributable to the Seller; and
 - (vi) the Seller must provide to Western Power a copy of this Contract, the acknowledgement letter and any documentation related to this Contract if Western Power requests it.
- (c) If any works to construct the UDS required to be undertaken on the Land by the Seller or Western Power have not been completed prior to Settlement, or if any remedial repairs if faults arise in the UDS during the period of 12 months from the date of Handover are required to be undertaken on the Land, following Settlement:
 - (i) the Seller, Western Power and its contractors may access the Land as and when they require to undertake such works; and
 - (ii) the Buyer and/or its appointed builder must:
 - (1) not impede access to the Land by the Seller, Western Power and its contractors; and
 - (2) co-operate with the Seller, Western Power and its contractors,in respect to the Seller or Western Power undertaking such works.
- (d) The Buyer agrees that except to the extent expressly set out in the Contract, the Buyer:
 - (i) will have no right to terminate the Contract or defer or delay Settlement; and
 - (ii) is not entitled to bring any claim whatsoever (for compensation or otherwise) against the Seller,in relation to any of the matters mentioned in this clause, specifically in relation to the UDS infrastructure not being installed on or available at the Land on the date of Settlement, or if there is any delay in the Buyer being supplied power by Western Power on the basis that the energisation process and supply of power to the Land by Western Power is outside of the Seller's control.

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Until the expiry of these restrictive covenants on **31 December 2035**, the Buyer covenants:

- 1 Not to erect, permit or cause to be erected upon the Land:
 - (a) any dwelling except:
 - (i) a single residential dwelling that is either single or double-storey (not including a basement garage or loft); and
 - (ii) an ancillary dwelling (as that term is defined in the Residential Design Codes, being the 'R-Codes' created pursuant to State Planning Policy 3.1 prepared under section 26 of the Planning and Development Act by the Planning Commission) that complies with the requirements under the Residential Design Codes;
 - (b) any dwelling unless it has a street front elevation width of at least 80% of the street frontage width of the lot, on any lot with a street frontage width greater than 13 metres, but this restriction does not apply if the dwelling comprises two storeys (not including any basement, garage or loft). For corner lots, the street frontage is calculated on the basis of the primary street frontage only and measured along the side of the lot parallel to the primary street, ignoring any truncation;
- 2 Not to erect, permit or cause to be erected on the Land:
 - (a) if the Land is any of Lots 1-6, 20-30, 360-367, 380-397, or 522-524, a dwelling that is not two storeys in height;
 - (b) if the Land is any of Lots 65-73, 107-115, 310-318, 400-410 and 415-425 a dwelling that is not a single storey in height only;
 - (c) if the Land is any of Lots 380, 382-395 or 397, a dwelling that does not have a balcony constructed as part of the second storey of the dwelling which faces the southern boundary of the Land;
 - (d) any dwelling or other structure that is not constructed out of new materials;
 - (e) any dwelling that is not constructed from non reflective materials being rendered masonry in natural light colours, stone, bricks or brick veneer or other alternative construction materials (including timber and metal framing but not metal cladding) finished in natural light colours;
 - (f) any dwelling with a:
 - (i) traditional style roof pitch of less than 24.5° or more than 45°;
 - (ii) skillion roof with a grade of less than 6°; or
 - (iii) curved roof with a radius greater than 40 metres;
 - (g) any dwelling which does not incorporate a portico, gable or feature wall facing the street front, and where the Land is a corner lot, on both street fronts;
 - (h) any dwelling which does not incorporate at least 2 different colours or textures in the street front façade, with each colour or texture making up at least 10% of the total surface area of the façade, where for the purpose of this clause, the façade does not include the roof, gutters, downpipes, windows or doors;
 - (i) any dwelling that does not incorporate:
 - (i) a garage which:
 - (1) is constructed of the same materials as the main residence;
 - (2) is fully enclosed, or if the Land is any of Lots 66-72 or Lots 108-114 or Lots 401-403, 406-409, 416-418 or Lots 421-424, is fully enclosed or an open carport;
 - (3) can house at least two cars parked side-by-side;
 - (4) has a sectional door which when closed completely screens the interior of the garage from the adjacent street or laneway; and
 - (ii) a driveway and crossover from the garage to the street kerb which is at least 5 metres wide and no more than 6 metres wide at the street front boundary, and which are both constructed of the same material being brick pavers or coloured concrete and constructed before occupation of the dwelling;
 - (j) any dwelling that does not comply with the stormwater drainage requirements specified in the urban water management plan applicable to the Land from time to time;
 - (k) any retaining wall unless constructed from limestone or reconstituted limestone blocks;
 - (l) any fence other than those already erected by the Seller unless:
 - (i) for boundaries which are primary street frontage (including land situated between the street and the front setback of a dwelling) and public open space boundaries:
 - (1) where it is a solid fence, it does not exceed 0.75 metres in height from ground level;
 - (2) where it is a fence incorporating piers, base or plinth and transparent or visually permeable infill, it does not exceed 1.2 metres in height from ground level; and
 - (3) any piers, solid base or plinth are constructed of new brick, stone or rendered masonry in natural light colours with transparent or visually permeable infill constructed of painted pickets, wrought iron or tubular metal;
 - (ii) for boundaries not covered in (l)(i) above:
 - (1) it does not extend forward of the front building line of the dwelling;
 - (2) it is constructed primarily of new brick, stone, limestone, rendered masonry in natural light colours or Colorbond in the colour of Monument or equivalent Colorbond colour; and

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- (3) it is at least 1.8 metres in height;
- (m) any water tank, water heater, clothes line, incinerator, compost bin, garden shed, rubbish disposal container, antenna, aerial, satellite or cable dish unless it is hidden from public view from adjacent streets and parks; or
- (n) any air conditioner or evaporative cooler unless it is of a similar colour to the roof and is hidden from public view from adjacent streets and parks, and not mounted on the front elevation of the house or roof;
- 3 Not to alter the finished earthworks level of the Land by more than 100mm at the street boundary or construct a dwelling with a finished floor level more than 500mm above or below the mean site level of the Land;
- 4 Not to park or permit to be parked on the Land or adjacent street or laneway any commercial vehicles including trucks, buses, trailers, caravans, boats or other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are contained wholly within the Land and are hidden from public view;
- 5 Not to carry out or permit to be carried out any repair of any motor vehicle or Commercial Vehicles on any part of the Land that is visible from the street or adjacent parks;
- 6 Not to allow any front landscaping (including the verge area), or where the Land is a corner lot, the landscaping at the front of the Land and on the part of the Land facing the secondary street (including all verge areas), to fall into a state of disrepair or disorder or to be in a condition other than a condition that has been maintained to a reasonable standard;
- 7 Not to remove or damage or allow the removal or damage of any street tree on the Land or within the estate of which the Land forms part, or where the construction of the dwelling or crossover on the Land cannot be undertaken without the relocation of the street tree on the Land, not to undertake such relocation of the street tree unless such relocation of the street tree and the root barrier is undertaken at the Buyer's sole expense to the satisfaction of the Seller (to ensure survival of the street tree);
- 8 Not to allow any rubbish or debris to accumulate on the Land;
- 9 Not to modify or allow any modification of any boundary fencing, entry statements or signage constructed by the Seller on the Land; and
- 10 Where the Land is adjacent to a laneway, not to allow vehicular access to the Land other than from the laneway.

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1 Front Landscaping

- (a) The Seller agrees to design, supply and install landscaping on the street frontage of the Land between the residence constructed on the Land ("**Residence**") and the street kerb of the Land to a value as set out in the table below based on the size of the Land ("**Landscaping Package**") all of which shall be carried out by the Seller's nominated landscaping contractor after completion of construction of the Residence.
- (b) The Precinct in which the Land is contained and which partly determines the landscaping value (as shown in the table below) that applies to the Land is stated in the description of the Property in the schedule of the Offer and Acceptance form which forms part of this Contract.

TABLE: VALUE OF LANDSCAPING PACKAGES:

<i>Land Size</i>	<i>Radiance Precinct Landscaping Value</i>	<i>Other Precincts Landscaping Value</i>
Up to 300m ²	\$4,500.00 inclusive of GST	\$3,500 inclusive of GST
301m ² - 400m ²	\$5,500.00 inclusive of GST	\$4,500 inclusive of GST
401m ² - 500m ²	\$6,000.00 inclusive of GST	\$5,000 inclusive of GST
501m ² and above	\$7,000.00 inclusive of GST	\$6,000 inclusive of GST

- (c) The Buyer acknowledges and accepts that the Seller has an interest in the dwellings in the Estate being completed in a timely manner and that the provision of the Landscaping Package is to incentivise the Buyer to complete the Residence in a timely manner. Accordingly, the Landscaping Package is provided to the Buyer in consideration for, and subject to, the satisfaction of the following conditions:
 - (i) the Buyer completing construction of the Residence within 24 calendar months following the date of Settlement;
 - (ii) the Residence and all improvements on the Land complying with, in the Seller's reasonable opinion, the Protective Covenants set out in Annexure B to this Contract;
 - (iii) the Buyer notifying the Seller in writing as soon as practicable after the Residence is practically complete; and
 - (iv) the Buyer providing the Seller or the Seller's landscaping contractor with a plan of the Residence on the Land drawn at a scale of 1:200 at the same time as the notice in subclause (iii) above.
- (d) If the Buyer fails to satisfy the conditions set out in clause 1(c)(i):
 - (i) the Seller shall not be obliged to provide the Landscaping Package; and
 - (ii) the Buyer must, at the Buyer's expense, procure the supply and installation of landscaping on:
 - (1) the street frontage of the Land between the Residence and the street kerb of the Land, which shall include a small tree and shrub planting; and
 - (2) the road verge adjacent to the Land, which shall include a tree where possible.
- (e) The Buyer agrees and acknowledges that:
 - (i) the Buyer must ensure that all areas of the Land to be landscaped (including verges) are levelled to 25mm below the top of all hard surfaces (including paving/limestone, kerbing and footpaths) and the Land is generally contoured ready for landscaping, and cleared of all rubbish and rubble, to enable the Seller's landscaping contractor to install the Landscaping Package;
 - (ii) if the Buyer's landscaping requirements for the Land exceed the value of the Landscaping Package, the Buyer agrees to pay to the Seller's landscaping contractor any amount in excess of the value of the Landscaping Package;
 - (iii) notwithstanding the Buyer's landscaping requirements for the Land, the landscaping is required to include a small tree and shrub planting;
 - (iv) the Buyer agrees to install, at the Buyer's expense and before installation of the driveway, a 90mm Class 9 uPVC pipe at a depth of 450mm beneath the driveway and at an onset of 2m from the front of the boundary line of the Land across the full width of the driveway; and
 - (v) before installation of the Landscaping Package commences, the Buyer shall procure, at the Buyer's expense:
 - (1) a licensed plumber to install a brass ball valve with a back flow preventer for connection to a reticulation system; and

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Buyer X _____ Buyer X _____

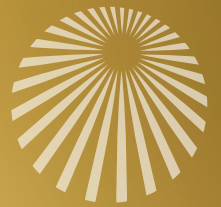
- (2) a licensed electrician to install:
 - (A) a waterproof single GPO adjacent to the electricity meter box for connection to a reticulation system controller; and
 - (B) if paving is to be installed below the electricity meter box, a conduit and draw wire to be provided under the hard surface so that the reticulation system controller once installed adjacent to the electricity meter box may be connected to the reticulation services in the yard.
- (f) Subject to clause 1(e), the Seller shall make reasonable efforts to procure that its landscaping contractor commences installation of the Landscaping Package on the Land within 45 days of the Buyer satisfying clause 1(c).
- (g) The Buyer agrees and acknowledges that the Buyer's rights and entitlements to the Landscaping Package are personal to the Buyer named in this Contract, and the Buyer is not entitled to and must not assign or transfer its right or entitlement to the Landscaping Package to any person except to a buyer of the Land where the Buyer has satisfied clause 1(c).

2 Fencing

- (a) The Seller agrees to provide and install, at the Seller's expense, capped Colorbond fencing in the colour "Monument" ("**Fencing**"), on the boundaries of the Land save and except areas forward of the building line on the Land, in accordance with the Protective Covenants set out in Annexure B to this Contract. The Buyer acknowledges and accepts that the Seller has an interest in the dwellings in the Estate being constructed in a timely manner and that the provision of the Fencing is to incentivise the Buyer to complete the Residence in a timely manner. Accordingly, the Fencing is provided in consideration for, and subject to the satisfaction of the following conditions:
 - (i) the Buyer completing construction of the Residence within 24 calendar months following the date of Settlement;
 - (ii) the Residence and all improvements on the Land complying with, in the Seller's reasonable opinion, the Protective Covenants set out in Annexure B to this Contract; and
 - (iii) the Buyer notifying the Seller in writing as soon as practicable after the Residence is practically complete.
- (b) If the Buyer fails to satisfy the conditions in clause 2(a), the Seller shall not be obliged to provide the Fencing.
- (c) The Seller shall make reasonable efforts to procure that the Seller's fencing contractor commences installation of the Fencing on the Land within 60 days of the Buyer satisfying clause 2(a).
- (d) The Buyer acknowledges and accepts that where there is a retaining wall on or about the boundary of the Land, the Fencing will be installed as shown indicatively only in the diagram annexed to this Contract as Annexure F, and the Buyer will accept the fencing as installed where it has been installed substantially as shown in Annexure F.
- (e) The Buyer agrees and acknowledges that the Buyer's rights and entitlements to the Fencing are personal to the Buyer named in this Contract, and the Buyer is not entitled to and must not assign or transfer its right or entitlement to the Fencing to any person except to a buyer of the Land where the Buyer has satisfied clause 2(a).

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Buyer X _____ Buyer X _____



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©Copyright

Legend

- | | | | | |
|----------------------------------|-------------------|--|----------------------------------|-----------------------------------|
| Retaining Wall | Brick Paving | Western Power Mini Pillar & Connection | Water Connection | Indicative Bushfire Attack Levels |
| Sewer Housing Connection/Manhole | Footpath | Western Power Uni Pillar & Connection | Water Hydrant | BAL 12.5 |
| Combination Pit | Cycleway/Footpath | Western Power Padmount Site | Water Valve | BAL 19 |
| Parklet | Speed Hump | Street Light | Drainage Grate | BAL 29 |
| NBN Pit and Connection | Lot Level | | Non Trafficable Drainage Manhole | |

For more information, call Martin on 0488 111 067 or email sales@laketreeby.com.au



Provisions

Preliminary

1. Development shall be in accordance with the provisions of the City of Cockburn Town Planning Scheme No. 3, and the Residential Design Codes (R-Codes) for the relevant density code.
2. This Local Development Plan (LDP) replaces the 'Deemed-to-comply' provisions of the R-Codes, where listed below or annotated on the plan.
3. Lots that are not marked as subject of this LDP are shown for illustrative purposes only.

Variations to the residential design codes

4. Refer table overleaf.











Other built form provisions

5. Dwelling designs for all lots abutting a secondary street or Public Open Space shall include at least one major opening, unobstructed by fencing, facing the secondary street or Public Open Space.
6. Where a garage location is specified on the LDP Map, the garage /carport / parking bays shall be provided in that location. Garages for Lots 810, 821 and 834 shall be located so as not to interfere with the bin pads shown on the LDP, unless the need for the bin pads has ceased as a result of the adjacent streets having been connected into Development Area 41 to the west.
7. Bin presentation pads shall be located where specified on the LDP map for Lots 714, 737-740, 811-814, 820 and 834.
8. In addition to cl.5.4.3 of the R-Codes, enclosed non-habitable structures, such as storage sheds, that are visible from the public realm are only permitted if attached to the dwelling and constructed of the same materials and finishes as the dwelling.
9. In addition to cl.5.4.4 of the R-Codes, clothes drying, refuse, general storage areas and ground based hot water storage tanks are to be screened from the public view.

Quiet house construction

10. All lots are within the Jandakot Airport "Frame Area" and must incorporate 6.38mm laminated glazing to all habitable rooms, including kitchens. Plans accompanying the Building Permit applications must clearly demonstrate that 6.38mm laminated glazing is provided to all applicable rooms.
11. Where specified on the LDP map, lots are subject to the Quiet House design requirements detailed on page 3 of this LDP. Where upper floors are proposed on these lots, an acoustic report shall be submitted with the Building Permit to determine the required noise treatment for the upper floor. Should the development propose variations to the recommendations of that acoustic report, this shall be assessed through a development application.
12. Modifications to the Quiet House design requirements may be approved by the City through a development application, where it can be demonstrated that proposed development will be provided an acceptable level of acoustic amenity, and subject to the development application being accompanied by a Transportation Noise Assessment undertaken by a suitably qualified professional.

Legend

-  Lots subject to LDP
-  R30
-  R40
-  Public Open Space
-  Bush Forever
-  Mandatory Garage Location
-  Bin Pad Location
-  Primary Dwelling Orientation
- Quiet House Package**
-  Package A
-  Package B



Provisions

R-Code	Street setback and fences	Lot boundary setback	Open space and outdoor living areas	Garage setback and width	Parking	Overshadowing	Privacy
R30	<p>2m minimum, no average 1.5m to porch / veranda no maximum length.</p> <p>1m minimum to secondary street.</p> <p>Front fences within the primary street setback area being a maximum height of 1.2m (measured from the natural ground level on the primary street side of the front fence) and visually-permeable above 0.75m.</p> <p>For Lots 1, 10, 348, 353, 360 and 374 any fencing abutting Public Open Space within 6m from the front lot boundary shall be subject to the same requirement for as for front fences.</p>	<p>Boundary setback 1.2m for wall height 3.5m or less with major openings. 1m for wall height 3.5 or less without major openings.</p> <p>Boundary walls To both side boundaries subject to: 2/3 Length to one side boundary, 1/3 max length to second side boundary for wall height 3.5m or less.</p>	<p>An outdoor living area with an area of 10% of the lot size or 20m², whichever is greater, directly accessible from a habitable room of the dwelling and located behind the street setback area.</p> <p>At least 70% of the OLA must be uncovered and includes areas under eaves which adjoin uncovered areas.</p> <p>The OLA has a minimum 3m length or width dimension.</p> <p>No other R-Codes site cover standards apply.</p>	<p>Rear load 0.5m garage setback to laneway.</p> <p>Front load 4.5m garage setback from the primary street and 1.5m from a secondary street.</p> <p>The garage setback from the primary street may be reduced to 4m where an existing or planned footpath or shared path is located more than 0.5m from the street boundary.</p> <p>For front loaded lots with street frontages between 10.5 and 12m, a double garage is permitted to a maximum width of 6m as viewed from the street subject to:</p> <ul style="list-style-type: none"> Garage setback a minimum of 0.5m behind the building alignment. A major opening to a habitable room directly facing the primary street. An entry feature consisting of a porch or veranda with a minimum depth of 1.2m; and No vehicular crossover wider than 4.5m where it meets the street. <p>Lots with a frontage less than 10.5m or not compliant with above require single or tandem garaging.</p>	Two on-site bays.	<p>No maximum overshadowing for wall height 3.5m or less.</p> <p>No maximum overshadowing for wall height greater than 3.5m where overshadowing is confined to the front half of the lot. If overshadowing intrudes into rear half of the lot, shadow cast does not exceed 35%.</p>	R-Codes clause 5.4.1 C1.1 applies, however the setback distances are 3m to bedrooms and studies, 4.5m to major openings to habitable rooms other than bedrooms and studies and 6m to unenclosed outdoor active habitable spaces.
R40	<p>2m minimum, no average 1.5m to porch / veranda no maximum length.</p> <p>1m minimum to secondary street.</p> <p>Front fences within the primary street setback area being a maximum height of 1.2m (measured from the natural ground level on the primary street side of the front fence) and visually-permeable above 0.75m.</p>	<p>Boundary setback 1.2m for wall height 3.5m or less with major openings. 1m for wall height 3.5 or less without major openings.</p> <p>Boundary walls To both side boundaries subject to: For Lots 310-318, no maximum length to one side boundary, 2/3 max length to second side boundary for wall height 7m or less. For all other lots, maximum length to one side boundary, 2/3 max length to second side boundary for wall height 3.5m or less.</p>	<p>An outdoor living area with an area of 10% of the lot size or 20m², whichever is greater, directly accessible from a habitable room of the dwelling and located behind the street setback area.</p> <p>At least 70% of the OLA must be uncovered and includes areas under eaves which adjoin uncovered areas.</p> <p>The OLA has a minimum 3m length or width dimension.</p> <p>No other R-Codes site cover standards apply.</p>	<p>Rear load 0.5m garage setback to laneway.</p> <p>Front load 4.5m garage setback from the primary street and 1.5m from a secondary street.</p> <p>The garage setback from the primary street may be reduced to 4m where an existing or planned footpath or shared path is located more than 0.5m from the street boundary.</p> <p>For front loaded lots with street frontages between 10.5 and 12m, a double garage is permitted to a maximum width of 6m as viewed from the street subject to:</p> <ul style="list-style-type: none"> Garage setback a minimum of 0.5m behind the building alignment. A major opening to a habitable room directly facing the primary street. An entry feature consisting of a porch or veranda with a minimum depth of 1.2m; and No vehicular crossover wider than 4.5m where it meets the street. <p>Lots with a frontage less than 10.5m or not compliant with above require single or tandem garaging.</p>	Two on-site bays.	<p>No maximum overshadowing for wall height 3.5m or less.</p> <p>No maximum overshadowing for wall height greater than 3.5m where overshadowing is confined to the front half of the lot. If overshadowing intrudes into rear half of the lot, shadow cast does not exceed 35%.</p>	R-Codes clause 5.4.1 C1.1 applies, however the setback distances are 3m to bedrooms and studies, 4.5m to major openings to habitable rooms other than bedrooms and studies and 6m to unenclosed outdoor active habitable spaces.

Sign Here

Buyer x_____ Buyer x_____

Quiet House Packages

Quiet House Package **A** 56-58 dB L Aeq(Day) & 51-53 dB L Aeq(Night)

Quiet House Package **B** 59-62 dB L Aeq(Day) & 54-57 dB L Aeq(Night)

Element	Orientation	Bedroom	Indoor Living & Work Areas
External Windows	Facing	<ul style="list-style-type: none"> Up to 40% floor area ($R_w+C_{tr} \geq 28$): Sliding of double hung with minimum 10mm single or 6mm-12mm-10mm double insulated glazing; Sealed awning or casement windows with minimum 6mm glass. Up to 60% floor area ($R_w+C_{tr} \geq 31$): Sealed awning or casement windows with minimum 6mm glass. 	<ul style="list-style-type: none"> Up to 40% floor area ($R_w+C_{tr} \geq 25$): Sliding of double hung with minimum 6mm single or 6mm-12mm-6mm double insulated glazing; Up to 60% floor area ($R_w+C_{tr} \geq 28$); Up to 80% floor area ($R_w+C_{tr} \geq 31$).
	Side On	As above, except R_w+C_{tr} values may be 3 db less or max % area increased by 20%.	
	Opposite	No specific requirements	
External Doors	Facing	<ul style="list-style-type: none"> Fully glazed hinged door with certified $R_w+C_{tr} \geq 28$ rated door and frame including seals and 6mm glass. 	<ul style="list-style-type: none"> Doors to achieve ($R_w+C_{tr} \geq 25$): 35mm Solid timber core hinged door and frame system certified to R_w 28 including seals; Glazed sliding door with 10mm glass and weather seals;
	Side On	As above, except R_w+C_{tr} values may be 3 db less.	
	Opposite	No specific requirements	
External Walls	All	<ul style="list-style-type: none"> $R_w+C_{tr} \geq 45$: Two leaves of 90mm thick clay brick masonry with 20mm cavity; Single leaf of 150mm brick masonry with 13mm cement render on each face. One row of 92mm studs at 600mm centres with: <ul style="list-style-type: none"> - Resilient steel channels fixed to the outside of the studs; and - 9.5mm hardboard or fibre cement sheeting or 11mm fibre cement weatherboards fixed to the outside; - 75mm thick material wool insulation with a density of at least 11kgkg/m³; and - 2 x 16mm fire-rated plasterboard to inside. 	
		<ul style="list-style-type: none"> $R_w+C_{tr} \geq 35$: Concrete or terracotta tile or metal sheet roof with sarking and at least 10mm plasterboard. 	
Roof & Ceilings	All		
Outdoor Living Areas		At least one outdoor living area located on the opposite side of the building from the transport corridor and/or at least one ground level outdoor living area screened using a solid continuous fence or other structure of minimum 2 metres height above ground level.	

Element	Orientation	Bedroom	Indoor Living & Work Areas
External Windows	Facing	<ul style="list-style-type: none"> Up to 40% floor area ($R_w+C_{tr} \geq 31$): Fixed sash, awning or casement with minimum 6mm glass or 6mm-12mm-6mm double insulated glazing. Up to 60% floor area ($R_w+C_{tr} \geq 34$): Fixed sash, awning or casement with minimum 10mm glass or 6mm-12mm-10mm double insulated glazing. 	<ul style="list-style-type: none"> Up to 40% floor area ($R_w+C_{tr} \geq 28$): Sliding of double hung with minimum 6mm single or 6mm-12mm-10mm double insulated glazing; Sliding awning or casement windows with minimum 6mm glass. Up to 60% floor area ($R_w+C_{tr} \geq 31$); Up to 80% floor area ($R_w+C_{tr} \geq 34$).
	Side On	As above, except R_w+C_{tr} values may be 3 db less or max% area increased by 20%.	
	Opposite	As above, except R_w+C_{tr} values may be 6 db less or max % area increased by 20%.	
External Doors	Facing	<ul style="list-style-type: none"> Fully glazed hinged door with certified $R_w+C_{tr} \geq 31$ rated door and frame including seals and 10mm glass. 	<ul style="list-style-type: none"> Doors to achieve $R_w+C_{tr} \geq 28$: 40mm Solid timber core hinged door and frame system certified to R_w 32 including seals; Fully glazed hinged door with certified $R_w+C_{tr} \geq 28$ rated door and frame including seals and 6mm glass.
	Side On	As above, except R_w+C_{tr} values may be 3 db less or max % area increased by 20%.	
	Opposite	As above, except R_w+C_{tr} values may be 6 db less or max % area increased by 20%.	
External Walls	All	<ul style="list-style-type: none"> $R_w+C_{tr} \geq 50$: Two leaves of 90mm thick clay brick masonry with minimum 50mm cavity between leaves and 50mm glass wool or polyester insulation (R2.0+). Resilient ties used where required to connect leaves; Two leaves of 110mm thick clay brick masonry with minimum 50mm cavity between leaves and 50mm glass wool or polyester insulation (R2.0+). Single leaf of 220mm brick masonry with 13mm cement render on each face. 150mm thick unlined concrete panel or 200mm thick concrete panel with one layer of 13mm plasterboard or 13mm cement render on each face. Single leaf of 90mm clay brick masonry with: <ul style="list-style-type: none"> - A row of 70mm x 35mm timber studs or 64mm steel studs at 600mm centres; - A cavity of 25mm between leaves; - 50mm glass wool or polyester insulation (R2.0+) between studs; and - One layer of 10mm plasterboard fixed to the inside face. 	
		<ul style="list-style-type: none"> $R_w+C_{tr} \geq 35$: Concrete or terracotta tile or metal sheet roof with sarking and at least 10mm plasterboard ceiling with R3.0+ fibrous insulation. 	
Roof & Ceilings	All		
Outdoor Living Areas		At least one outdoor living area located on the opposite side of the building from the transport corridor and/or at least one ground level outdoor living area screened using a solid continuous fence or other structure of minimum 2.4 metres height above ground level.	

Mechanical ventilation/airconditioning

To achieve acceptable internal noise levels, mechanical ventilation or airconditioning is required to ensure that windows can remain closed, observing the following:

- Evaporative airconditioning systems may not meet the requirements because windows need to remain open. Where evaporative is preferred, the design is to be reviewed and approved by a suitably qualified acoustical consultant being a member firm of the Association of Australian Acoustical Consultants (AAAC);
- Refrigerative airconditioning systems need to be designed to achieve fresh air ventilation requirements;
- air inlets need to be positioned facing away from the transport corridor where practicable; and
- ductwork needs to be provided with adequate silencing to prevent noise intrusion.

Mechanical ventilation/airconditioning

To achieve acceptable internal noise levels, mechanical ventilation or airconditioning is required to ensure that windows can remain closed, observing the following:

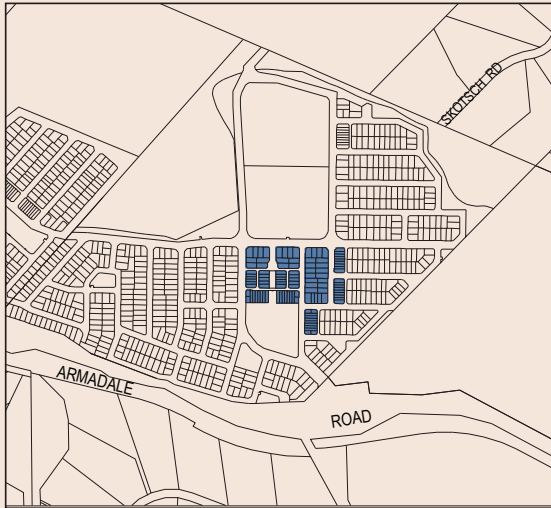
- Evaporative airconditioning systems may not meet the requirements because windows need to remain open. Where evaporative is preferred, the design is to be reviewed and approved by a suitably qualified acoustical consultant being a member firm of the Association of Australian Acoustical Consultants (AAAC);
- Refrigerative airconditioning systems need to be designed to achieve fresh air ventilation requirements;
- air inlets need to be positioned facing away from the transport corridor where practicable; and
- ductwork needs to be provided with adequate silencing to prevent noise intrusion.

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Buyer x _____ Buyer x _____



Location Plan



Legend

-  Lots subject to LDP
-  Zero lot line for two-storey boundary walls
-  Building facade requirements
-  1.2m high fencing (subject to provisions 9, 10 and 11)
-  1.8m solid fencing
-  Mandatory garage location



Preliminary

1. Development shall be in accordance with the provisions of the City of Cockburn Town Planning Scheme No. 3 (TPS 3), the Residential Design Codes (R-Codes) and Local Planning Policy No. 1.16 (LPP 1.16) for the relevant density code, subject to any approved variations.
2. This Local Development Plan operates in conjunction with TPS 3, the R-Codes and LPP 1.16 by varying Deemed to Comply requirements and applying additional controls. Compliance with this LDP constitutes a Deemed to Comply outcome and planning approval and neighbour consultation is therefore not required where compliance is achieved.

Variations to the r-codes

3. The variations listed in LPP 1.16 are applicable under this LDP and are duplicated below. They are subject to the further variations listed below, where relevant.

Additional setback variations

4. Section 5.1.2, C2.3 of the R-Codes is varied to the extent that the setback to any corner truncation is permitted to be reduced to 0.25m for projections such as balconies, porches, roof overhangs, columns, louvres, architectural features and other minor building elements.
5. Section 5.1.2, C2.3 of the R-Codes is varied to the extent that a nil setback to any corner truncation is permitted for garages or carports on dual-frontage lots where the specified 'mandatory garage location' is adjacent to a truncation.
6. To facilitate two-storey boundary walls, Section 5.1.3, C3.2(iii) of the R-Codes is varied for lots 20-30 and 380-397 to the extent that the height of the walls up to the boundary(s) are only limited to the heights set out in part 5.1.6: Building height of the R-Codes and/or as varied by this LDP (i.e. 7m to the top of the external wall). The location of these walls is marked on the LDP map as 'zero lot line' and are subject to any setback requirements of the relevant building.

Additional building height variations

7. Reflecting provision (6), Section 5.1.6, C6 of the R-Codes is varied for lots 20-30 and 380-397 to the extent that Category B (two-storey) buildings are mandatory.

8. To ensure a consistent streetscape, Section 5.1.6, C6 of the R-Codes is varied for lots 65-73, 107-115, 400-410 and 415-425 to the extent that Category A (single-storey) buildings are mandatory.

Uniform fencing

9. In addition to Section 5.2.4 of the R-Codes, uniform fencing shall be provided in accordance with the LDP map.
10. Section 5.2.4, C4 of the R-Codes and the equivalent provision of the R-MD Codes (copy below) is varied where the LDP map identifies a 1.2m fencing height limit. Such fences may be solid to a height of 0.75m but must be visually-permeable from 0.75m to 1.2m.
11. In addition to Section 5.2.4 of the R-Codes, uniform fencing shall be maintained by the landowner, and shall not be modified without written consent from the City.

Garages and crossovers

12. Section 5.3.5, C5.1 of the R-Codes is varied only where the LDP Map annotates a 'mandatory garage location'. All garages/carports and/or car parking bays are to be located as marked via 'mandatory garage location'. Any structures are still subject to setback requirements.
13. Section 5.3.5, C5.2 of the R-Codes and the equivalent provision of the R-MD Codes (copy below) is varied such that the minimum driveway and crossover width at the kerb is 5m.
14. Section 5.2.1, C1.3 of the R-Codes and the equivalent provision of the R-MD Codes (copy below) is varied such that garage setbacks for all laneways shall be 1m except for Vantage Lane, where the setback shall be 1.5m

Appearance and streetscape

15. Dwelling designs for all lots abutting a secondary street or Public Open Space shall include at least one major opening, unobstructed by fencing, facing the secondary street or Public Open Space.
16. In addition to 5.2.3 of the R-Codes, Lots 380, 382-395, 397, 405-410 and 415-419 are subject to 'building facade requirements'. Their building facades visible from the public open space are to contain a minimum of three different finished materials such as face brick, painted render and/or painted weatherboard and to incorporate a minimum of two of the following architectural features to provide a consistent architectural character:
 - a. Roof features such as gable ends (open or finished), flat roofs (where concealed by parapet walls), skillion roofs or dormer windows.
 - b. Wall features such as decorative parapet walls, feature walls (including cladding), treated plinths and exposed brickwork.
 - c. Protruding feature elements around major openings.
 - d. A balcony or Juliette balcony.
 - e. Window awnings or window lintels.
 - f. Porticos.
 - g. Decorative treatment/moulding to parapet walls, lintels, window sills or horizontally expressed plinths to change in floor levels.

17. In addition to Section 5.4.3 of the R-Codes, enclosed non-habitable structures, such as storage sheds, that are visible from the public realm are only permitted if attached to the dwelling and constructed of the same materials and finishes as the dwelling.
18. In addition to Section 5.4.4 of the R-Codes, clothes drying, refuse, general storage areas and ground based hot water storage tanks are to be screened from the public view.

Noise management

19. All lots are within the Jandakot Airport 'Frame Area' and must incorporate 6.38mm laminated glazing to all habitable rooms, including kitchens. Plans accompanying the Building Permit applications must clearly demonstrate that 6.38mm laminated glazing is provided to all applicable rooms.

Sign Here

Buyer x_____ Buyer x_____

Street setback and front fences	Lot boundary setback	Open space	Garage setback and width and vehicular access	Parking	Overshadowing	Privacy
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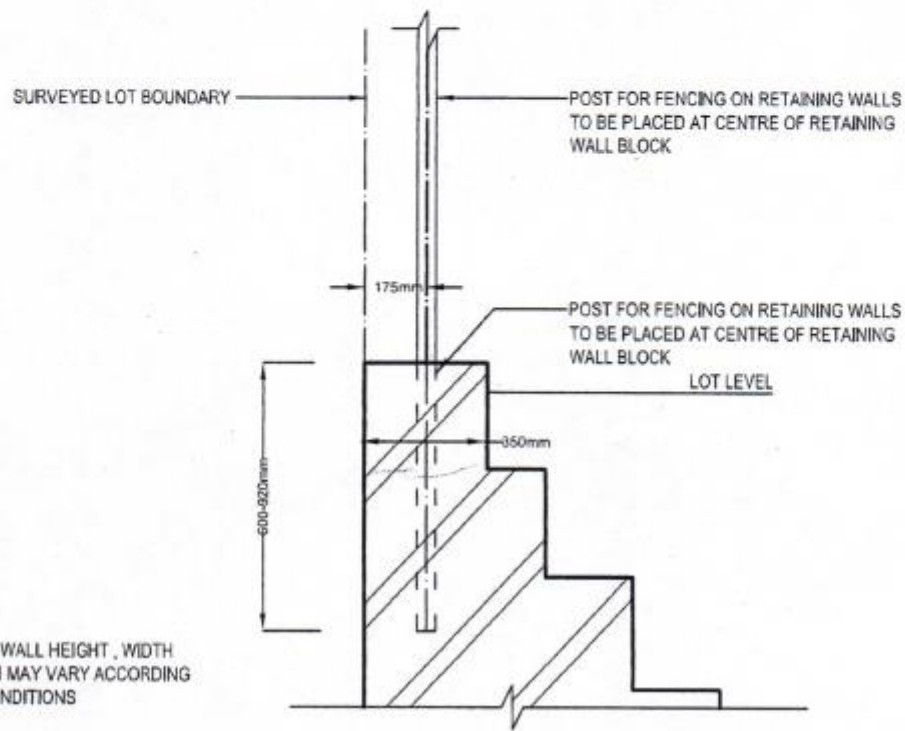
R-MD Provision

<ul style="list-style-type: none"> • 2m minimum, no average • 1m to porch / veranda no maximum length • 1m minimum to secondary street • Front fences within the primary street setback area being a maximum height of 900mm above natural ground level, measured from the primary street side of the front fence 	<p>Boundary setbacks</p> <ul style="list-style-type: none"> • 1.2m for wall height <ul style="list-style-type: none"> » 3.5m or less with major openings • 1m for wall height <ul style="list-style-type: none"> » 3.5m or less without major openings <p>Boundary walls No maximum length to both side boundaries</p>	<ul style="list-style-type: none"> • An outdoor living area (OLA) with an area of 10% of the lot size or 20m², whichever is greater, 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 has a minimum 3m length or width dimension • No other R-Codes site cover standards apply 	<p>Front load</p> <ul style="list-style-type: none"> • 4.5m garage setback from the primary street and 1.5m from a secondary street • The garage setback from the primary street may be reduced to 4m where an existing or planned footpath or shared path is located more than 0.5m from the street boundary • For front loaded lots with street frontages between 10.5 and 12m, a double garage is permitted to a maximum width of 6m as viewed from the street subject to: <ul style="list-style-type: none"> » Garage setback a minimum of 0.5m behind the building alignment » A major opening to a habitable room directly facing the primary street » An entry feature consisting of a porch or veranda with a minimum depth of 1.2m • Lots with a frontage less than 10.5m or not compliant with above require single or tandem garaging 	<p>One on-site bay where dwelling has two bedrooms or less</p>	<p>No maximum overshadowing</p>	<p>No privacy provisions apply</p>
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Sign Here

Buyer x____ Buyer x____

INDICATIVE FENCE POST DETAIL ON RETAINING WALL (NOT TO SCALE)



NOTE:
RETAINING WALL HEIGHT, WIDTH
AND DEPTH MAY VARY ACCORDING
TO SITE CONDITIONS

INITIAL HERE

Buyer X _____ Buyer X _____



Property: Lot Address Here
Buyer: Buyers Names Here
Seller: PERRON TREEBY PTY LTD (ACN 608 737 677)

The Seller has entered into an agreement with Western Power called the pre-DCR Clearance Agreement (**Agreement**) which requires the Seller to undertake and fund the planning, design and construction of the underground power at Lake Treeby, otherwise known as the Underground Distribution Scheme (**UDS**).

Further to clause 23 of this Contract:

1 Acknowledgement

The Buyer acknowledges and accepts that:

- (a) the Property is subject to the Agreement;
- (b) the Agreement does not impliedly or expressly provide the Seller with a guarantee that Western Power will accept the UDS; and
- (c) the Agreement does not impliedly or expressly provide priority in the energisation process.

2 Authorisation

The Buyer authorises the Seller to provide to Western Power a copy of this annexure and any documentation related to this Contract if Western Power requests it.

Buyer signature:

Signature: _____
Name of signatory: _____
Date: _____

Signature: _____
Name of signatory: _____
Date: _____

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Buyer X _____ Buyer X _____