



## 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.

## 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 DEVELOPMENTS PTY LTD (ACN 000 230 446) as agent for LIMEBROOK HOLDINGS PTY LTD (ACN 009 329 471) as trustee of the EVERGREEN UNIT TRUST (ABN 70 468 483 733) 4 PLAIN STREET, EAST PERTH WA 6004**

EMAIL: The Seller consents to Notices being served at: [settlements@hwle.com.au](mailto:settlements@hwle.com.au) [contracts@land4salewa.com.au](mailto: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.

Signature X

Signature X

Signature

Date

Signature

Date

## RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

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

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

SELLER'S REPRESENTATIVE

**HWL EBSWORTH LAWYERS**

X

## COPYRIGHT

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# GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:

**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)	<b>LIMEBROOK HOLDINGS PTY LTD as trustee of the EVERGREEN UNIT TRUST</b>	
(2) ABN:	<b>70 468 483 733</b>	
(3) Address:	<b>4 PLAIN STREET EAST PERTH WA 6004</b>	
(4) Phone Number:	<b>08 9221 1555</b>	
(5) Email:	<b>settlements@hwle.com.au</b>	
(6) Proportion of withholding amount:	<b>100%</b>	

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 discloses to the Buyer that:
  - (a) Limebrook Holdings Pty Ltd ACN 009 329 471 in its capacity as trustee of The Evergreen Unit Trust ABN 70 468 483 733 (**Limebrook**) is the proprietor of the Original Land and the Land at the Contract Date;
  - (b) Limebrook has appointed Perron as its agent to, among other things, sell land including the Land;
  - (c) Perron is the Seller under this Contract and sells the Land as agent of the proprietor, Limebrook, for the purposes of section 13(1) of the Sale of Land Act;
  - (d) unless stated otherwise, where this Contract confers a right or obligation on the Seller, the Seller exercises that right or performs that obligation in its capacity as the agent for the proprietor of the Land, being Limebrook;
  - (e) this Contract is not a Future Lot Contract for the purposes of the Sale of Land Act; and
  - (f) the Seller will provide to the Buyer's Representative evidence of this agency on request by or on behalf of the Buyer,
- and, for these purposes, **sell** and **proprietor** have the same meanings as they do in the Sale of Land Act.
- 2 The Seller proposes to carry out the development of the Lake Treeby estate of which the Land forms part (**Estate**). Despite the fact that the Estate may be partially developed as at the Contract Date, 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.
- 3 In undertaking the continued development of the Estate, the Seller is assuming a range of risks which it cannot foresee or control.
- 4 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).
- 5 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**).
- 6 In particular, the Seller directs the attention of the Buyer to the following clauses of this Contract (this is not an exhaustive list):
  - (a) special conditions 5(c)(iv) and 10 of Annexure A in relation to the Seller's right to make certain variations;
  - (b) special condition 11(a)(iii) of Annexure A in relation to the Seller's right to terminate; and
  - (c) special conditions 7(o), 8(d) and 9(e) of Annexure A in relation to restrictions on the Buyer's right to Object.

**Buyer Disclosure to Seller**

- 7 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.
- 8 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;

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- (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.

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Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_

## 1 Discharge of mortgage and Sale of Land Act notice

(a) If this Contract is a Terms Contract:

- (i) the Seller gives notice to the Buyer that the Subdivision Lot is subject to the Encumbrances which are registered against the Certificate of Title for the Original Land as at the Contract Date for the purposes of section 7 of the Sale of Land Act; and
- (ii) for the purposes of section 8 of the Sale of Land Act, the Buyer consents to Limebrook or the Seller as agent for Limebrook further encumbering the Original Land (including the Land) whether by granting a mortgage or otherwise, on the basis that any mortgage affecting the Land will be discharged at or prior to Settlement.

(b) At Settlement, the Seller may require the Deposit and all other money payable by the Buyer under this Contract as to be paid as directed by the Seller to discharge any mortgages affecting the Property.

## 2 Deposit

(a) The Buyer agrees that the Deposit paid to Dimensions WA Pty Ltd trading as Land4Sale (**Land4Sale**) will not be held in an interest bearing account.

(b) The Buyer irrevocably authorises and directs Land4Sale 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 Land4Sale to release the Deposit or otherwise deal with it as provided in the Contract.

## 3 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."*

## 4 Settlement date

(a) Subject to special condition 4(b), the Settlement Date shall be 21 days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Land (following the subdivision of the Original Land, being the land in Certificate of Title Volume 2972 Folio 798, 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 4(a).

## 5 Protective covenants

(a) The Buyer acknowledges and accepts that the Seller sells the Land subject to the protective covenants specified in Annexure B to the Contract (**Protective Covenants**), which shall be registered as an Encumbrance against the Land at or prior to Settlement.

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Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_

- (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; and
  - (iv) the Seller may, at its reasonable discretion, modify the protective covenants (if any) that apply to other land in the Estate.

## 6 Easements, notifications and memorials

The Buyer acknowledges and agrees that:

- (a) the Land is sold and shall be transferred to the Buyer subject to:
  - (i) all easements, Title Notifications, Memorials and Remediated Site Memorials registered on the Certificate of Title for the Original Land as at the Contract Date that may then be shown on the Certificate of Title to the Land at Settlement;
  - (ii) all easements, Title Notifications, Memorials and Remediated Site Memorials (in addition to the Protective Covenants and those notified under the Contract):
    - (1) which are required by the Planning Commission and other Authorities as a condition of approving the subdivision of the Original Land or of the issue of a Certificate of Title for the Land in or substantially in accordance with the plan annexed to the Contract as Annexure 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 6(a)(ii):
  - (i) drainage easements for drainage infrastructure;
  - (ii) restrictive covenants preventing vehicular access onto Jandakot Road for lots abutting Jandakot 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;
    - (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 6, and the Buyer:
  - (i) will have no right to terminate the Contract or to defer or delay Settlement because of those encumbrances; and
  - (ii) shall have no claim whatsoever (for compensation or otherwise) against the Seller in relation to the sale of the Land subject to those encumbrances.

## 7 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 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, 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 plan set out in Annexure D (**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

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Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_

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](mailto: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 directly abuts Jandakot Road it will be provided with a noise wall constructed along its boundary abutting Jandakot Road, which shall be constructed within the boundary of the Land;

(j) if the Land is subject to a noise notification as referred to in special condition 6(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.

(k) 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;

(l) if the Land is any of Lots 1213 - 1216, 1282 - 1285, 1321 - 1324 or 1516 - 1517, the Land is within the vicinity of land on which the Seller may install a basketball court or other sports or play equipment for use by residents of the Estate and members of the public. The use of those facilities and equipment may cause noise nuisance or noise impacts;

(m) 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

(n) at Settlement services such as electricity, water and gas may not yet be available for connection to the Land;

(o) 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

(p) 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 (o) above.

## 8 Buyer has made own enquiries

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

(a) in relation to the Land:

- (i) the use to which the Land may be put;
- (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;

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Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_

- (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);
- (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.

## 9 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.

## 10 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 10(c)(iii)(1), the Buyer shall not be entitled to terminate the Contract or make any claim whatsoever (for compensation or otherwise) against the Seller if the size, location or configuration of the Land at Settlement varies from the Land shown on the Plan in a manner that does not materially or unreasonably affect the Buyer's use and enjoyment of the Land or the value of the Land;
- (b) variations to the size of the Land may happen on final survey for various reasons including:
  - (i) the Land is sold "off the plan" before a final survey and before Certificate of Title has issued for the Land;
  - (ii) the subdivision of the Original Land remains subject to approvals and requirements of relevant Authorities;

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- (iii) variations or changes may occur during the subdivision of the Original Land and development of the Estate and construction works;
- (iv) differences in the methodology for measurement of lots for pre-title or approval plans and for final survey and titling purposes; and
- (v) to assist in the identification of the Land for the preparation of the Plan;

(c) should the area of the Land on final survey vary from the Land shown on the Plan 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 <sup>2</sup> sold for \$450,000 (\$1,000/ sqm)	=	22.5 sqm
	If final survey is 5% less in area	=	9.0 sqm
	Less 2% allowance of 450 sqm	=	13.5 sqm
	Reduction of sqm for calculation of price reduction	=	\$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 10(c)(iii)(1), then the Buyer must complete the purchase of the Land and the Purchase Price will be reduced based on a pro rata price per square metre (less a 2% allowance) in accordance with the formula in the above example.

(d) the Seller makes no warranty in relation to the accurate location of the survey pegs on the Land after 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.

## 11 Subdivision of the Original Land and FIRB Approval

(a) The Buyer acknowledges and agrees that:

- (i) Settlement is conditional on:
  - (1) a separate Certificate of Title being issued for the Land ; and
  - (2) if required under the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the Seller being satisfied that Limebrook has received a written notice issued by or on behalf of the Treasurer of the Commonwealth of Australia stating that the Commonwealth Government does not object to the subdivision of the Original Land to create separate certificates of title for the Estate, including the Land (or a letter that has the same effect), on terms and conditions acceptable to the Seller in its absolute discretion.

by no later than 18 months after the Contract Date (**Conditions**). The Seller may, but is not obliged to, extend the date for satisfaction of either or both of the Conditions by a further 60 days, by giving written notice to the Buyer at any time prior to the termination of this Contract pursuant to special condition 11(a)(iii);

- (ii) the Seller shall notify the Buyer if and when the Conditions are satisfied;
- (iii) if the Conditions are 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;

(b) 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.

## 12 General Conditions

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- (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, 3.7, 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;
  - (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."

## 13 GST

- (a) Clauses 18.1 to 18.3 inclusive of the General Conditions do not apply to this Contract and have no force or effect.
- (b) Limebrook, as the supplier of the Land, is registered under the GST Act.
- (c) It is agreed between the Buyer and the Seller that:
  - (i) the Margin Scheme shall apply in calculating the amount of GST payable in relation to the Purchase Price;
  - (ii) the Purchase Price is inclusive of GST; and
  - (iii) the Seller is not obliged to give the Buyer a Tax Invoice for the Purchase Price.

## 14 GST Withholding

- (a) In special conditions 14 and 15, words or expressions that are defined or used in:
  - (i) Schedule 1 to the *Taxation Administration Act 1953* (Cth) (**Withholding Law**) have the meaning given to them in the Withholding Law when used in special conditions 14 and 15;
  - (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 for the GST Withholding Amount 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 14(b) and 14(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 14(b) and 14(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 14, 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.

## 15 Foreign Resident Withholding

- (a) In this special condition 15, **FRCG Withholding Amount** means the amount which the Buyer is required by section 14-200 of the Withholding Law to pay to the Commissioner.
- (b) This special condition 15 only applies if for any reason the Buyer is obliged to pay a FRCG Withholding Amount to the Commissioner.
- (c) The Buyer must give the Seller the payment reference number (**PRN**) and any lodgement reference number (**LRN**)

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Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_

issued by the Australian Taxation Office for the FRCG Withholding Amount on or before Settlement.

(d) 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 FRCG 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 FRCG 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,

**(FRCG Cheque)** and must provide the FRCG Cheque to the Seller at Settlement,

and the Seller is not obliged to complete Settlement until the Buyer complies with its obligations under special conditions 15(c) and 15(d) (as applicable), and the Buyer will be taken to be in default under this Contract until the Buyer complies with its obligations under special conditions 15(c) and 15(d) (as the case requires).

(e) 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 FRCG Withholding Amount to the Commissioner.

## 16 Rates and other Outgoings

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

## 17 No caveat

- (a) The Buyer shall not register a caveat against the Land or the Original Land prior to the issue of a Certificate of Title for the Land.
- (b) The Buyer must pay on demand all of the Seller's costs incurred in relation to the withdrawal of any caveat lodged in contravention of special condition 17(a), including all registration fees payable to Landgate.

## 18 Inconsistency

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

## 19 NBN

The Buyer acknowledges and accepts that:

- (a) the Land is or will be serviced by NBN Co Limited;
- (b) the Buyer has been provided with a copy of NBN Co Limited's "Your NBN connect kit" and "Key information for builders & cablers";
- (c) the Buyer will comply with NBN Co Limited's building ready specifications, including those specifications set out in the document entitled "NBN Co Residential Preparation and Installation Guide: SDUs and MDUs" as published on NBN Co Limited's website, as updated from time to time, (Building Ready Specifications) when constructing a residence on the Land, to enable the 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.

## 20 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.

## 21 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

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referrer and consents to such fee being paid.

**22 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.

**23 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.

**24 Land Tax Notice**

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

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

**25 Clearance Certificate**

If Limebrook has a Clearance Certificate or a Variation Notice as at the Contract Date, it is annexed to this Contract as Annexure G.

**26 Transfer by Limebrook or the Seller**

Limebrook or the Seller, as the agent for Limebrook, may transfer the whole or part of the Original Land comprising the Land at any time before Settlement subject to and with the benefit of this Contract. In that event:

- (a) the Seller will promptly give written notice of such transfer to the Buyer; and
- (b) on and from the date of that transfer, the Buyer must observe and perform its obligations under this Contract in favour of the transferee.

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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) any dwelling or other structure that is not constructed out of new materials;
  - (b) 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;
  - (c) 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;
  - (d) 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;
  - (e) 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;
  - (f) 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;
      - (3) can house at least two cars parked side-by-side, or if the Land is any of Lots 842, 843, 889, 890, 903, 904, 912, 913, 941, 942, 945, 946, 953, 952, 976, 977, 1011, 1012, 1015, 1016, 1041, 1042, 1048, 1049, 1225, 1226, 1260, 1261, 1267, 1268, 1311, 1312, 1341, 1342, 1392 or 1393, can house at least one car;
      - (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 (or if the Land is any of Lots 842, 843, 889, 890, 903, 904, 912, 913, 941, 942, 945, 946, 953, 952, 976, 977, 1011, 1012, 1015, 1016, 1041, 1042, 1048, 1049, 1225, 1226, 1260, 1261, 1267, 1268, 1311, 1312, 1341, 1342, 1392 or 1393, at least 3 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);
  - (g) 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;
  - (h) any retaining wall unless constructed from limestone or reconstituted limestone blocks;
  - (i) 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 (I)(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
      - (3) it is at least 1.8 metres in height;

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- (j) 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
- (k) 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:

<b>Land Size</b>	<b>Landscaping Value</b>
Up to 300m <sup>2</sup>	\$3,500 inclusive of GST
301m <sup>2</sup> - 400m <sup>2</sup>	\$4,500 inclusive of GST
401m <sup>2</sup> - 500m <sup>2</sup>	\$5,000 inclusive of GST
501m <sup>2</sup> and above	\$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
    - (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

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(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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# Harmony Precinct

## Stage 1

### ANNEXURE D



Sign Here

Buyer x \_\_\_\_\_ Buyer x \_\_\_\_\_



Existing Residential

Existing Residential

JANDAKOT RD



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#### Legend

	Stage 1	Future Residential
Retaining Wall	Brick Paving	Western Power Mini Pillar & Connection
Noise Wall	Combination Pit	Western Power Uni Pillar & Connection
Feature Wall	Drainage Manhole	Western Power Transformer Site
Rendered Masonry Fence	Drainage Grate	Water Connection
Footpath	NBN Pit and Connection	Water Hydrant
Cycleway/Footpath	Mandatory Garage Location	Water Valve
		Lot Level
		Sewer Housing Connection/Manhole
		Retained Tree
		Indicative Bushfire Attack Levels
		BAL 12.5
		BAL 19

For more information, call Martin on 0488 111 067 or email [sales@laketreeby.com.au](mailto:sales@laketreeby.com.au)

**Land4Sale**



# Local Development Plan Estate



## 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.

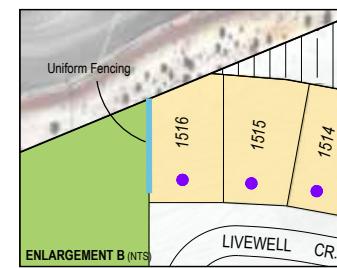
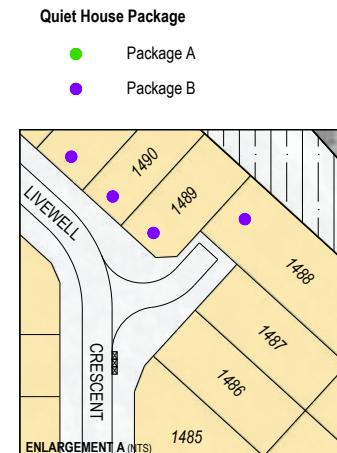
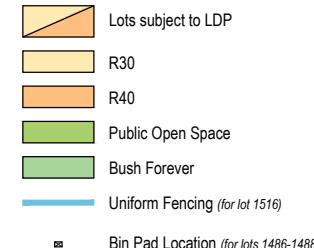
## Other built form provisions

5. Dwelling designs for all lots abutting a secondary street shall include at least one major opening, unobstructed by fencing, facing the secondary street.
6. Corner lots may obtain vehicular access to on-site car-parking spaces from the primary street where access is precluded from the secondary street due to a physical constraint such as a retaining wall.
7. Bin pads should be located where specified on the LDP Map.
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



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Buyer x      Buyer x

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Buyer x\_\_\_\_ Buyer x\_\_\_\_

## 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.</p> <p>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><b>Boundary setback</b></p> <p>1.2m for wall height 3.5m or less with major openings.</p> <p>1m for wall height 3.5 or less without major openings.</p> <p><b>Boundary walls</b></p> <p>To both side boundaries subject to:</p> <p>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 20m<sup>2</sup>, 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><b>Rear load</b></p> <p>0.5m garage setback to laneway.</p> <p><b>Front load</b></p> <p>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"> <li>• Garage setback a minimum of 0.5m behind the building alignment.</li> <li>• A major opening to a habitable room directly facing the primary street.</li> <li>• An entry feature consisting of a porch or veranda with a minimum depth of 1.2m; and</li> <li>• No vehicular crossover wider than 4.5m where it meets the street.</li> </ul> <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.</p> <p>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><b>Boundary setback</b></p> <p>1.2m for wall height 3.5m or less with major openings.</p> <p>1m for wall height 3.5 or less without major openings.</p> <p><b>Boundary walls</b></p> <p>To both side boundaries subject to:</p> <p>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.</p> <p>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 20m<sup>2</sup>, 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><b>Rear load</b></p> <p>0.5m garage setback to laneway.</p> <p><b>Front load</b></p> <p>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"> <li>• Garage setback a minimum of 0.5m behind the building alignment.</li> <li>• A major opening to a habitable room directly facing the primary street.</li> <li>• An entry feature consisting of a porch or veranda with a minimum depth of 1.2m; and</li> <li>• No vehicular crossover wider than 4.5m where it meets the street.</li> </ul> <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.

# Quiet House Packages

Sign Here

## Quiet House Package A 56-58 dB L<sub>Aeq(Day)</sub> & 51-53 dB L<sub>Aeq(Night)</sub>

## Quiet House Package B 59-62 dB L<sub>Aeq(Day)</sub> & 54-57 dB L<sub>Aeq(Night)</sub>

Buyer x\_\_\_\_\_ Buyer x\_\_\_\_\_

Element	Orientation	Bedroom	Indoor Living & Work Areas
External Windows	Facing	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 28</math>):           <ul style="list-style-type: none"> <li>Sliding of double hung with minimum 10mm single or 6mm-12mm-10mm double insulated glazing;</li> <li>Sealed awning or casement windows with minimum 6mm glass.</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 31</math>):           <ul style="list-style-type: none"> <li>Sealed awning or casement windows with minimum 6mm glass.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 25</math>):           <ul style="list-style-type: none"> <li>Sliding of double hung with minimum 6mm single or 6mm-12mm-6mm double insulated glazing;</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 28</math>);</li> <li>Up to 80% floor area (<math>R_w + C_{tr} \geq 31</math>).</li> </ul>
	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"> <li>Fully glazed hinged door with certified <math>R_w + C_{tr} \geq 28</math> rated door and frame including seals and 6mm glass.</li> </ul>	<ul style="list-style-type: none"> <li>Doors to achieve (<math>R_w + C_{tr} \geq 25</math>):           <ul style="list-style-type: none"> <li>35mm Solid timber core hinged door and frame system certified to <math>R_w 28</math> including seals;</li> <li>Glazed sliding door with 10mm glass and weather seals.</li> </ul> </li> </ul>
	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"> <li><math>R_w + C_{tr} \geq 45</math>:           <ul style="list-style-type: none"> <li>Two leaves of 90mm thick clay brick masonry with 20mm cavity;</li> <li>Single leaf of 150mm brick masonry with 13mm cement render on each face.</li> </ul> </li> <li>One row of 92mm studs at 600mm centres with:           <ul style="list-style-type: none"> <li>Resilient steel channels fixed to the outside of the studs; and</li> <li>9.5mm hardboard or fibre cement sheeting or 11mm fibre cement weatherboards fixed to the outside;</li> <li>75mm thick material wool insulation with a density of at least 11kg/m<sup>3</sup>; and</li> <li>2 x 16mm fire-rated plasterboard to inside.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 50</math>:           <ul style="list-style-type: none"> <li>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;</li> <li>Two leaves of 110mm thick clay brick masonry with minimum 50mm cavity between leaves and 50mm glass wool or polyester insulation (R2.0+).</li> </ul> </li> <li>Single leaf of 220mm brick masonry with 13mm cement render on each face.</li> <li>150mm thick unlined concrete panel or 200mm thick concrete panel with one layer of 13mm plasterboard or 13mm cement render on each face.</li> <li>Single leaf of 90mm clay brick masonry with:           <ul style="list-style-type: none"> <li>A row of 70mm x 35mm timber studs or 64mm steel studs at 600mm centres;</li> <li>A cavity of 25mm between leaves;</li> <li>50mm glass wool or polyester insulation (R2.0+) between studs; and</li> <li>One layer of 10mm plasterboard fixed to the inside face.</li> </ul> </li> </ul>
Roof & Ceilings	All	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 35</math>:           <ul style="list-style-type: none"> <li>Concrete or terracotta tile or metal sheet roof with sarking and at least 10mm plasterboard ceiling.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 35</math>:           <ul style="list-style-type: none"> <li>Concrete or terracotta tile or metal sheet roof with sarking and at least 10mm plasterboard ceiling with R3.0+ fibrous insulation.</li> </ul> </li> </ul>
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.	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/air conditioning

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

- Evaporative air conditioning 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 air conditioning 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.

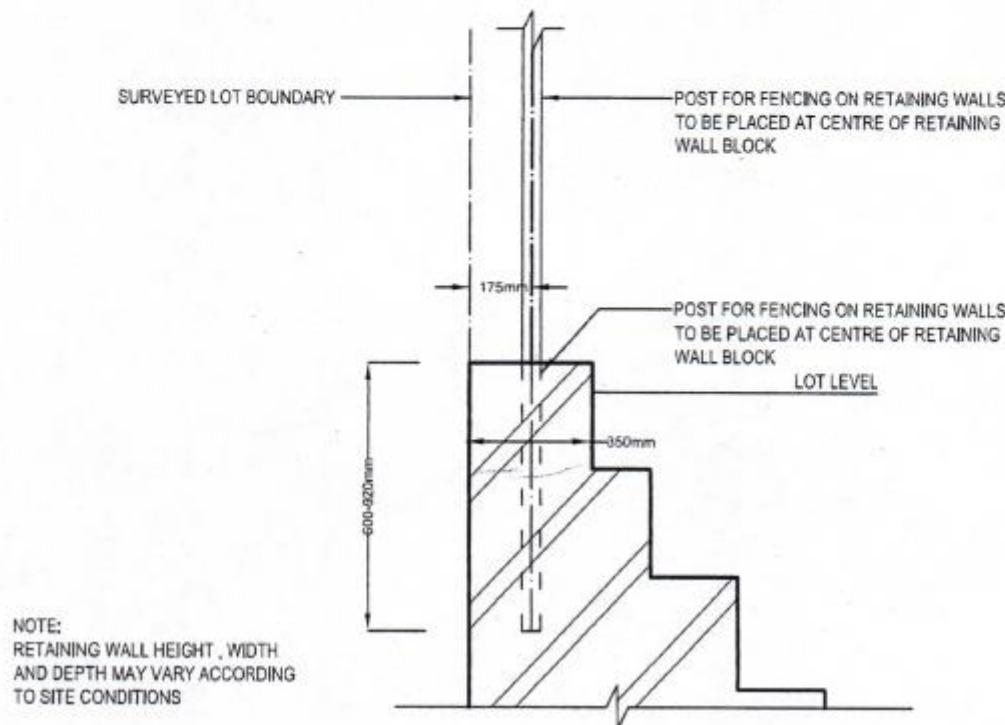
Element	Orientation	Bedroom	Indoor Living & Work Areas
External Windows	Facing	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 31</math>):           <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 6mm glass or 6mm-12mm-6mm double insulated glazing.</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 34</math>):           <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 10mm glass or 6mm-12mm-10mm double insulated glazing.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 28</math>):           <ul style="list-style-type: none"> <li>Sliding of double hung with minimum 6mm single or 6mm-12mm-10mm double insulated glazing;</li> <li>Sliding awning or casement windows with minimum 6mm glass.</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 31</math>):           <ul style="list-style-type: none"> <li>Sealed awning or casement windows with minimum 6mm glass.</li> </ul> </li> <li>Up to 80% floor area (<math>R_w + C_{tr} \geq 34</math>).</li> </ul>
	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"> <li>Fully glazed hinged door with certified <math>R_w + C_{tr} \geq 28</math> rated door and frame including seals and 6mm glass.</li> </ul>	<ul style="list-style-type: none"> <li>Doors to achieve <math>R_w + C_{tr} \geq 28</math>:           <ul style="list-style-type: none"> <li>40mm solid timber core hinged door and frame system certified to <math>R_w 32</math> including seals;</li> <li>Fully glazed hinged door with certified <math>R_w + C_{tr} \geq 28</math> rated door and frame including seals and 6mm glass.</li> </ul> </li> </ul>
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Roof & Ceilings	All		
Outdoor Living Areas			

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

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- Refrigerative air conditioning 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.

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



INITIAL HERE

Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_