



ANNEXURES

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ANNEXURE A - SPECIAL CONDITIONS

These are the Special Conditions referred to in and that form part of the Contract for Sale of Land by Offer and Acceptance dated ____/____/____ made between the following persons concerning the following property ("Offer and Acceptance"):

BUYER: _____

SELLER: DJM Ravenswood Pty Ltd ACN 167 890 155

PROPERTY: Lot ____ of Stage ____ Ravenswood Green Private Estate, RAVENSWOOD.

1. DEFINITIONS AND INTERPRETATION

In these Special Conditions and in the Annexures to the Contract, unless the context requires otherwise:

- (a) words and expressions used but not defined in these Annexures have the same meaning as they are given in the 2018 General Conditions;
- (b) "2018 General Conditions" means the Joint Form of Conditions for the Sale of Land 2018 Revision;
- (c) "Annexure" means any document marked "Annexure" which is provided to the Buyer annexed to, together with or at the same time as the Offer and Acceptance;
- (d) "Approval" means any approval, consent, authority or permission of any description whatsoever required by the Seller to complete the Subdivision and register the Subdivision Plan for the Subdivision including (without limitation) a development approval, subdivision approval and any other approval required under any Act;
- (e) "Authority" means any government, statutory or other public body or authority having jurisdiction over any part of the Subdivision, including but not limited to the Planning Commission and relevant local government;
- (f) "Contract" means the Offer and Acceptance referred to above, including these Special Conditions, all Annexures and the 2018 General Conditions;
- (g) "FMP" means the approved fire management plan prepared by FirePlan WA titled 'Fire Management Plan for Lot 9010 Old Mandurah Road Ravenswood' Version 1.6 dated April 2015 and which applies to some lots within the Subdivision;
- (h) "Latest Date" means the date 24 months after the Contract Date;
- (i) "LDP" means the local development plan titled 'Local Development Plan – Ravenswood Green Private Estate Southern Precinct' adopted by the Shire of Murray on 10 September 2015;
- (j) "Seller's Restrictive Covenants" means the restrictive covenants substantially in or to the effect of the covenants set out in Annexure B to the Contract, amended if required as contemplated by clause 6.2;
- (k) "Special Conditions" means the special conditions set out in this Annexure A to the Contract;
- (l) "Subdivision" means the subdivision of the Subdivision Land that the Seller intends undertaking as part of which the Land will be created as a separate Lot; and

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Buyer **X** _____ Buyer **X** _____

- (m) "Subdivision Land" means the land commonly known as Lot 9010 Old Mandurah Road Ravenswood (Lot 9010 on Deposited Plan 57110 and being the whole of the land comprised in Certificate of Title volume 2719 folio 960), which includes the Land and from which (upon Subdivision) the Land will be created as a separate Lot; and
- (n) "including" and similar expressions are not words of limitation.

2. RIGHT FOR SELLER TO TERMINATE CONTRACT

The Seller may terminate the Contract by written notice served upon the Buyer at any time up to and including 5.00pm on the Latest Date if:

- (a) any Authority refuses to issue an Approval;
- (b) any Authority imposes any condition on an Approval which the Seller is unable or unwilling, in its absolute discretion, to comply with;
- (c) the Seller forms the opinion, in its absolute discretion, that the deposited plan for the Subdivision will not be registered at Landgate by the Latest Date; or
- (d) the Seller considers, in its absolute discretion, that as a result of a change in any circumstance, the Subdivision or the creation and/or sale of the Land is no longer financially viable.

3. BUYER ACKNOWLEDGMENTS

3.1 General Acknowledgements

The Buyer acknowledges and agrees that:

- (a) the Buyer has read and understood the Contract including all Annexures, schedules and appendices;
- (b) the Buyer has sought independent legal advice with respect to his/her individual rights and obligations pursuant to the Contract or has had the opportunity to do so and chosen not to on the basis that the Buyer has fully understood and comprehended those rights and obligations;
- (c) the Seller may assign all or any of its rights under the Contract to a third party at any time;
- (d) the Seller provides no representation or warranty that the location of any survey pegs is correct and is under no obligation to maintain any survey pegs;
- (e) all materials provided to the Buyer by the Seller or its agents (including advertising, sales brochures and plans) have been prepared and provided in good faith and are believed to be, and taken as, correct. No error, omission or mis-description of the Land will void or annul the sale of the Land or give rise to any claim or right of action against the Seller; and
- (f) the Buyer has entered into the Contract in reliance solely upon its own examination, inspection, enquiries, opinions and advices received and not upon any statement, warranty or representation whatsoever made by or on behalf of the Seller or the Seller Agent and notwithstanding the contents of any brochure, document, letter or publication made, prepared or published by or on behalf of the Seller or the Seller Agent including, but not limited to, any artists' impressions.

3.2 Subdivision Acknowledgments

The Buyer acknowledges and agrees that:

- (a) the Buyer is purchasing land that is part of a Subdivision that is yet to receive final Approval from the relevant Authorities and be the subject of a final survey;
- (b) an Authority may require the Land to be encumbered by an easement, restrictive covenant, memorial, interest, notification or other encumbrance as a condition to an approval to the Subdivision;
- (c) the Land may contain or utilise shared services/infrastructure such as drainage pits. Those properties utilising any shared services/infrastructure shall have unfettered access to these services/infrastructure.

- (d) following final Approvals and survey, the Land may vary in respect of:
 - i. its lot or street number/name;
 - ii. its boundaries (including location and angle) and accordingly its dimensions, size and area;
 - iii. its ground level (height, gradient or otherwise);
 - iv. the provision or position of any retaining walls;
 - v. the provision or location of any services, utilities or the like to or affecting the Land; and/or
 - vi. its encumbrances;
- (e) it is the intention of the Seller, although it is under no obligation, to register the Seller's Restrictive Covenants over all or some of the Lots to be created upon Subdivision to maintain and enhance the standard and visual amenity of the Subdivision;
- (f) whilst the Seller and the Seller Agent may give the Buyer estimated dates for the issue of a separate Certificate of Title for the Land, this is only an estimate and is subject to change. If there is any delay in obtaining a separate Certificate of Title for the Land, the Seller shall not be responsible to compensate the Buyer for any additional costs or expenses of whatsoever nature, including those relating to any price increases pursuant to any building contract entered into by the Buyer, which is caused, whether directly or indirectly, by any such delay in obtaining the separate Certificate of Title; and
- (g) the completion of the physical development and construction of the Land as a separate lot is not a requirement for the separate Certificate of Title to be issued. Therefore, the Land may still be under development and construction before or after the Settlement Date. The Buyer may not terminate the Contract, delay Settlement or seek any compensation from the Seller if the physical development and construction of the Land as a separate lot has not been fully completed at the time of issue of a separate Certificate of Title.

4 LOCAL DEVELOPMENT PLAN

- (a) This clause applies to a Buyer of Lots 858, 873, 874, 875, 876, 877, 962, 963, 964 and/or 965, only (**LDP Affected Lot**).
- (b) The Buyer acknowledges and agrees that:
 - i. the LDP applies to the LDP Affected Lots and prescribes mandatory development requirements that may vary from or be additional to the Residential Design Codes;
 - ii. the Buyer must comply with the LDP when developing a LDP Affected Lot;
 - iii. compliance with the requirements of the LDP may affect, amongst other things, the construction costs of the Buyer's chosen home design and the positioning of the home on the Land; and
 - iv. the Buyer has been provided with a copy of the LDP before entering into this Contract and has familiarised and satisfied itself with the requirements set out therein.

5 FIRE MANAGEMENT

5.1 Fire Management Plan

The Buyer acknowledges and agrees that:

- (a) a Fire Management Plan (the FMP) has been prepared for Ravenswood Green which assesses the level of risk of a bushfire, identifies objectives for fire management, and outlines strategies to increase the level of bushfire preparedness within Ravenswood Green;
- (b) The FMP has assessed that dwellings on certain lots in Ravenswood Green must be constructed to increased construction standards and/or be subject to mandatory setback requirements in accordance with *Australian Standard 3959 Construction of Buildings in Bushfire-Prone Areas (AS 3935)* in order to afford those dwellings additional fire protection and to ensure the safety of future residents;

- (c) the requirements of the FMP may increase the construction costs and/or the design of the Buyer's chosen home; and
- (d) the Buyer has been provided with a copy of the FMP before entering into this Contract and has familiarised and satisfied itself with the requirements set out therein.

5.2 DFES Map of Bushfire Prone Areas

The Buyer acknowledges and agrees that:

- (a) the State Government has prepared a state wide map (updated annually) - the Map of Bush Fire Prone Areas - identifying land in Western Australia that is potentially subject to bushfire risk due to its proximity to 'bush fire prone' vegetation (**Map**);
- (b) as at July 2016, the majority of Ravenswood Green was identified in the Map as being in a bush fire prone area;
- (c) should the Lot or part of the Lot be designated by the Map as being in a bushfire prone area at the time the Buyer seeks to develop the Lot, the Buyer will need to undertake (at his/her cost) a Bushfire Attack Level (**BAL**) Assessment and design and construct any proposed dwelling on the Lot to the specified construction requirements of the BAL Assessment as set out in AS 3959, which may increase the Buyer's costs of developing the Lot and/or impact the Buyer's home design;
- (d) The BAL Assessment in the FMP is current as at the time it was prepared (April 2015) and a later BAL Assessment may differ from the assessment in the FMP; and
- (e) the Seller makes no warranty, representation or guarantee that the BAL Assessment in the FMP will be the same as any BAL Assessment undertaken at the time the Buyer develops the Lot.

6. ENCUMBRANCES AND RESTRICTIVE COVENANTS

6.1 Encumbrances

- (a) The Property is sold to the Buyer subject to:
 - i. the Seller's Restrictive Covenants;
 - ii. all easements, rights, reservations and other conditions affecting any part of the Land, and all memorials, covenants, restrictive covenants, Title Notifications and Title Restrictions that are now or are later registered on the Certificate of Title for the Land on or before Settlement whether required by an Authority, required by the Seller, required to complete the Subdivision or in respect of any matter referred to in clause 3.2(b), 3.2(c) or 3.2(e));
 - iii. all claims, demands, conditions (including building conditions) and restrictions imposed or made by any Authority;
 - iv. any maintenance of public open space levy or other statutory levy imposed in respect of the Land;
 - v. all interests notified or to be notified on the Subdivision Plan for the Subdivision and any memorial or other notification affecting the Land which exists at the Contract Date or which may be created or imposed before, on or after the Settlement Date arising from the requirement of any Authority or under any Act; and
 - vi. all easements, encroachments, restrictions, covenants and requirements of any Authority;
 - vii. any other rights, interests, limitations, notifications and encumbrances required to give effect to the terms and conditions of the Contract.
- (b) Without in any way limiting clause 6.1(a) above, the Buyer acknowledges and agrees that the Land will be subject to the following limitations, interests, encumbrances and notifications:
 - *'This lot is in close proximity to known mosquito breeding areas. The predominant mosquito species is known to carry Ross River virus and other diseases'* (Notification)

6.2 Seller's Restrictive Covenants

- (a) The Buyer acknowledges and agrees that:
 - i. restrictive covenants substantially in or to the effect of the terms of the Seller's Restrictive Covenants will burden the Land and will be registered and recorded as a limitation, interest, encumbrance or notification on the Certificate of Title for the Land; and
 - ii. the Buyer (and the Buyer's assigns, transferees and successors in title to the Land) must observe and perform the Seller's Restrictive Covenants.
- (b) The Seller may amend (or cause to be amended) any of the Seller's Restrictive Covenants to maintain and enhance the standard and visual amenity of the Subdivision or to the extent required by any relevant Authority.
- (c) Where the Seller (in its absolute discretion) considers appropriate, additional or different restrictive covenants may apply to some Lots comprised in the Subdivision (other than the Land) and some of the Seller's Restrictive Covenants may not apply to some Lots comprised in the Subdivision.
- (d) The Seller's Restrictive Covenants may be created (at the Seller's election) by:
 - i. the Seller lodging at Landgate a Deed of Restrictive Covenant containing the Seller's Restrictive Covenants in respect of Lots the subject of the Subdivision Plan for the Subdivision, pursuant to the Transfer of Land Act; and/or
 - ii. the inclusion of the Seller's Restrictive Covenants on the form of the Transfer and registering the Transfer at Landgate after Settlement.
- (e) If the Subdivision is carried out in stages and by registration of a number of plans or diagrams of subdivision, the Seller's Restrictive Covenants may be registered in respect of Lots by separate Deeds of Restrictive Covenants or on transfers of land as contemplated by clause 6.2(d) and the Seller's Restrictive Covenants will apply to and benefit the lots the subject of an individual plan or diagram of subdivision and may also benefit lots the subject of other plans or diagrams of subdivision.
- (f) The Seller's Restrictive Covenants will bind the Buyer, run with the Land, bind the Buyer's assigns, transferees and successors in title and may benefit the proprietors from time to time of all or some of the Lots that were formerly comprised in the Subdivision Land.
- (g) The Buyer will take title to the Land subject to the Seller's Restrictive Covenants and to this clause 6.2. The Buyer must execute all documents and (at the Buyer's expense) do all things required by the Seller to give effect to this clause 6.2.

7. VARIATIONS TO SUBDIVISION

7.1 Staging

The Buyer acknowledges and agrees that the Subdivision and release of the resulting lots may occur in one or more stages, separately or concurrently, in the Seller's absolute discretion. The Seller makes no representations as to whether any stage will be undertaken and if undertaken the timing and final number and size of lots. The Seller retains absolute control over determining the timing and make up of any stage of the Subdivision.

7.2 Variations

The Seller may make any change to the Subdivision (including but not limited to the dimensions of the Land):

- (a) where required by any condition imposed by an Authority;
- (b) in accordance with any recommendation of the Seller's planners, surveyors, environmental consultants, engineers or the like and not materially adversely affecting the Buyer's reasonable use and enjoyment of the Land;
- (c) due to matters that arise which the Seller could not have reasonably foreseen; or

(d) where the Seller in good faith believes the changes will enhance the Subdivision.

8. CLAIMS FOR ENCUMBRANCES OR VARIATIONS

8.1 Limitation on Objections

- (a) The Buyer shall make no objection, requisition or claim for compensation nor have any right to terminate the Contract or attempt to delay settlement by virtue of any matter referred to in clauses 3, 6 or 7, provided that such matters have not resulted in a reduction of the size of the Land (as compared to that shown in Annexure D - Lot Plan) by greater than three percent (3%) or materially prejudiced the reasonable use of the Land. Should the Land's size be reduced by greater than three percent (3%) or its reasonable use be materially prejudiced due to such matters, the Buyer may at any time within fourteen (14) days of becoming aware of the matter, by notice in writing, terminate the Contract.
- (b) The Buyer may not terminate this Contract under this clause by reason only of material prejudice unless the Buyer provides to the Seller (as part of the required written notice) an explanation to the Seller's reasonable satisfaction as to why the Buyer considers that the Buyer is materially prejudiced by the relevant matters.
- (c) If the Buyer fails to give notice to the Seller in accordance with this clause 8.1, the Buyer loses any right to claim compensation or terminate the Contract (both pursuant to the Contract and at general law).

8.2 Increase in Land Size

Should the size of the Land (as compared to that shown in Annexure D - Lot Plan) be increased by greater than three percent (3%), the Seller may, by notice in writing to the Buyer, inform the Buyer of its intention to increase the Purchase Price by the same percentage that the Land's size has increased. The Buyer may within fourteen (14) days of receiving such notice, by notice in writing, agree to or reject the increase in the Purchase Price. Should the Buyer fail to agree to the increase in the Purchase Price the Seller may, at any time thereafter by notice in writing to the Buyer, terminate the Contract.

8.3 Notification

The Seller will use reasonable endeavours to notify the Buyer, within a reasonable time of it becoming aware, of any matter referred to in clauses 3, 6 or 7 that is not disclosed in the Contract.

8.4 Settlement is Waiver

Settlement constitutes a full waiver of any right, action or claim whatsoever that a Party may have due to any matter referred to in clauses 3, 6, 7 or 8.

9. CAVEAT

- (a) The Buyer must not, before the issue of a separate Certificate of Title for the Land, lodge any caveat against all or any part of the Subdivision Land whether to give notice of the Buyer's interest under the Contract or otherwise. If the Buyer lodges any such caveat, the Buyer (in consideration for the Seller entering into this Contract) irrevocably and unconditionally:
 - i. appoints the Seller and each of its directors, agents and employees jointly and severally as the Buyer's attorney to (at the Buyer's cost) take all such actions and execute all such documents in the Buyer's name as the Seller, acting reasonably, considers necessary to withdraw and/or remove the caveat (including but not limited to lodging any applications or forms at Landgate);
 - ii. indemnifies the Seller and must keep the Seller indemnified against all costs, expenses and loss that the Seller may suffer as a result of such caveat, the Seller taking any action to withdraw and/or remove the caveat and any delay the caveat may cause in the completion of the Subdivision and sale and settlement of the resulting lots;
 - iii. ratifies and confirms all things whatsoever done under this power of attorney; and
 - iv. agrees to, within fourteen (14) days of receiving a written demand from the Seller, execute a power of attorney in registrable form to give effect to this clause 9(a).

- (b) Any person (including Landgate, the Registrar of Titles of Western Australia and any other registration authority in Australia or elsewhere) dealing with the attorney or a person purporting to be an attorney under clause 9(a) is entitled to rely on execution of any document by that person as conclusive evidence that:
- i. the person holds the office set out in the power;
 - ii. the power of attorney has come into effect;
 - iii. the power of attorney has not been revoked; and
 - iv. the right or power being exercised or purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power, and is not required to make any inquiries in respect of any of the above matters.
- (c) Nothing contained or implied in this clause prejudices, limits or otherwise affects the Seller's right to otherwise claim damages from the Buyer from any breach of this clause.

10. DEPOSIT

The risk of the Deposit and any interest that may accrue is that of the person who is ultimately entitled to those amounts. The Deposit Holder is not responsible for any loss on any investment of the Deposit pursuant to the Contract.

11. AMENDMENTS TO GENERAL CONDITIONS

- (a) Clauses 2.1, 4.2, 9.1, 13, 15.3 to 15.5 (inclusive), 18 and 24.7 of the 2018 General Conditions do not apply to the Contract.
- (b) Should there be any inconsistency between these Special Conditions and the 2011 General Conditions, these Special Conditions will prevail to the extent of the inconsistency.

12. NO REPRESENTATIONS OR WARRANTIES

- (a) The Seller makes no representations and gives no warranties regarding the Property or Subdivision, other than those that are an express term of the Contract and those which are imposed by statute, mandatory and cannot be excluded by agreement of the Parties. To the extent legally permitted, all other terms, conditions, representations, warranties and covenants that would otherwise bind the Seller are excluded from this Contract.
- (b) The Buyer must make and rely on his/her own enquiries concerning the Property and all conditions relating to the Property. The Buyer has or is taken to have entered into the Contract in sole reliance of these enquiries and not upon any alleged statement, warranty, condition, or representation whatsoever made to or alleged to have been made to the Buyer by the Seller or any agent of the Seller.

13. SETTLEMENT

- (a) The Settlement Date is the date stated in the Offer and Acceptance or, where none is mentioned in the Offer and Acceptance, the date that is fourteen (21) days after the later of:
- i. the Contract Date; or
 - ii. where a separate Certificate of Title has not issued for the Land before the Contract Date, the date on which the Seller notifies the Buyer that a separate Certificate of Title has issued for the Land.
- (b) The Buyer shall deliver the Transfer to the Sellers Settlement Agent, duly executed and stamped, no less than seven (7) days prior to the Settlement Date.

14. SIGNAGE

Except with the Seller's prior written consent, which may be withheld in its absolute discretion, no sign hoarding or advertising of any description shall be erected or displayed on the Land other than professional signage of dimensions not exceeding 500mm high by 500mm wide which advertises:

- (a) the sale or lease of a fully completed dwelling constructed on the Land; or
- (b) a business operating from the Land.

The Seller may, without notice, remove any sign hoarding or advertising that breaches this clause 14.

15. SOIL CLASSIFICATION

The Buyer is aware that the soil classification relating to the Land may affect the extent and costs of site works and footings for residences to be constructed on the Land. The Buyer should make their own enquiries with the local authority and their builder to ascertain whether there may be additional costs involved in construction of a residence or other improvements on the Land due to the soil classification of the Land.

16. FENCES

- (a) The Buyer acknowledges that any dividing fences erected by the Seller on the Land may not be on the boundaries of the Land and that the Buyer shall have no claim or right of action against the Seller should they not be.
- (b) The Buyer shall not make any claim against the Seller pursuant to the Dividing Fences Act 1961.

17. FINISHED SITE LEVELS & RETAINING WALLS

The Buyer acknowledges that:

- (a) the only boundary retaining walls to be provided by the Seller are those that are installed on the Land at Settlement and any additional retaining walls required by the Buyer shall be supplied and installed by the Buyer at the Buyer's cost;
- (b) should the Buyer alter the finished site levels of the Land during the development of the Land, additional boundary retaining walls may be necessitated by such alteration of levels and shall be supplied and installed by the Buyer at the Buyer's cost;
- (c) for the avoidance of doubt, the boundary fencing incentive offered by the Seller does not include the supply and installation of boundary retaining walls; and
- (d) if the Seller's boundary fencing contractor is of the opinion that it is not practicable to install boundary fencing to the Land unless a boundary retaining wall is first installed, any such boundary retaining wall is to be provided by the Buyer at the Buyer's cost and the Seller is under no obligation to supply the boundary fencing under the fencing incentive until the Buyer has installed the required boundary retaining wall.

18. SERVICES

- (a) The Seller will comply with all necessary requirements of Western Power, Water Corporation and the relevant telecommunications service provider (**Service Provider**) to enable electrical power, wastewater services, water supply and telecommunication services to be connected to the Land.
- (b) The Buyer acknowledges, however, that on the date of Settlement the Seller may not yet have complied with all the Service Providers requirements or the Service Provider may not have completed the connection of their service to the Land and therefore the Buyer may need to procure at his/her cost, an interim service supply to the Land. Notwithstanding this, the Buyer will pay the balance of Purchase Price and complete Settlement on the Settlement Date without delay and will not make any claim of whatsoever nature against the Seller or the Seller Agent in respect of any delay in connection of services to the Land.
- (c) **Gas:** The Buyer acknowledges that mains gas is not available to the Land and the Buyer will need to make arrangements for bottled gas if required.

- (d) **NBN:** The telecommunication network provided at the Subdivision is the NBN Co network. The Buyer acknowledges:
- i. that the Buyer has been referred to read NBN Co's guideline '*Residential Preparation and Installation Guide: SDUs and MDUs*' which is available via NBN Co's website;
 - ii. that any building constructed on the Land must comply with NBN Co's building ready specifications to enable connection to NBN Co's fibre network. Failure to comply with NBN Co's building ready specifications will prevent connection to the fibre network and/or will require the Buyer to incur additional costs in order to connect to the network infrastructure; and
 - iii. that the Buyer is responsible for providing this information to their new home builder and for connection of the new home to the NBN Co fibre network and for all internal cabling of the new home and associated costs.
- (e) **Changing Regulatory Events and Provision of Infrastructure by Utility Providers:** changing laws, regulations and policies of any relevant Authority and policy changes by utility providers may affect the services to be provided to the Land. Such events include but are not limited to technological changes in telecommunications and the provision of services (such as gas reticulation) by a utility provider. The Buyer will have no claim or other rights against the Seller as a consequence of the kinds of changes described in this clause.

19. SEWER PLAN

The Buyer acknowledges that if the Water Corporation is for any reason whatsoever unable to, before Settlement, provide the Buyer or the Buyer's Representative with a copy of the proposed sewer plan relating to the Land, the Buyer may not terminate the Contract or delay Settlement by reason of that fact.

20. STREET TREES

The Buyer acknowledges and agrees that:

- (a) it is a requirement of the Shire of Murray that the Seller install trees within the road verges of the Subdivision (**Street Trees**) in accordance with landscape plans prepared by the Seller and approved by the Shire of Murray;
- (b) except where a street tree is unable to be planted due to conflicts with installed infrastructure (footpaths, street lights, sewer services etc), each Lot within the Subdivision will have one Street Tree installed in the front verge of the Lot and in addition to this, corner lots will have two Street Trees installed along the side verge of the Lot;
- (c) the Seller will install Street Trees at the time the Seller considers appropriate and the Seller may not have planted all or any of the Street Trees at Settlement or at the date the Buyer commences or completes the construction of his/her dwelling on the Land;
- (d) the Buyer must not object to the installation of any Street Tree by the Seller and must not damage, harm or otherwise remove any Street Tree;
- (e) the Buyer must instruct his/her builder to protect Street Trees from damage during the construction of the Buyer's dwelling and must ensure the builder complies with this instruction;
- (f) if a Street Tree has not been installed or requires replacing at the time the Buyer's front landscaping incentive package is implemented, the Buyer agrees to a Street Tree being installed by the Seller at the same time the Buyer's front landscaping is installed and the Street Tree being irrigated via the Buyer's irrigation system installed as part of the package;
- (g) should the Seller plant a Street Tree in the verge adjacent to the Buyer's Land and the Street Tree is damaged or removed during the construction of the Buyer's dwelling on the Land, the Street Tree will be replaced by the Seller and the Seller may deduct the cost to replace the Street Tree from the Buyer's front landscaping incentive entitlement; and

- (h) should the Buyer object to the planting of any Street Tree, the Seller is under no obligation to supply the Buyer with the front landscaping incentive package.

21. BORE WATER

The Buyer acknowledges that groundwater beneath the Land may not be suitable for potable use, domestic non-potable use or irrigation without appropriate treatment and the Buyer would be responsible for the costs of such treatment if required.

22. MISCELLANEOUS

22.1 GST

The Purchase Price is inclusive of GST. The Seller and Buyer agree that the GST Margin Scheme, pursuant to Division 75 of the A New Tax System Goods and Services Tax (Act) 1999, will be applied in calculating any GST payable by the Seller. The Buyer acknowledges it will not be entitled to claim an input tax credit on any GST paid in respect of the Purchase Price. The Buyer will not receive a Tax Invoice from the Seller.

22.2 Adjustments Where Outgoings Not Yet Issued

If a separate assessment of any Outgoing has not been issued for the Property before the Settlement Date, then the Seller's Settlement Agent will prior to the Settlement Date notify the Buyer (via his/her settlement agent, if any) of a reasonable estimate of the proper proportion of that Outgoing payable by the Buyer and the Buyer will pay this amount to the Seller's Settlement Agent to be held by them in their trust account until an actual assessment of the Outgoing has been received whereupon the Seller's Settlement Agent will apportion the Outgoing and deduct from their trust account the Buyer's proportion. If after the apportionment there is any balance due to the Buyer then the Parties irrevocably direct the Seller's Settlement Agent to pay that balance to the Buyer as soon as is practicable. If after the apportionment there is any shortfall in the amount due by the Buyer then the Buyer shall pay that amount to the Seller within fourteen (14) days of receiving a written demand to do so.

22.3 Land Tax

- (a) For the purposes of clause 7.4(b) of the 2011 General Conditions, the Seller hereby notifies the Buyer that:
- i. if the Land is a Lot at the Contract Date – the Seller is the registered proprietor of the Land;
 - ii. if the Land is not a Lot at the Contract Date – the Seller is the registered proprietor of the Subdivision Land of which the Land forms part and will be the registered proprietor of the Land once the relevant Subdivision Plan is registered at Landgate;
 - iii. the Seller is also the registered proprietor of land other than the Land or the Subdivision Land of which the Subdivision Lot forms part (as the case may be); and
 - iv. all of the land referred to in clauses 22.3(a)(i)-(iii) is liable to Land Tax.
- (b) If:
- i. the Settlement Date is before or on 30 June in one year;
 - ii. a separate Certificate of Title has been issued for the Land before 1 June of the same year;
 - iii. the Contract is dated before 1 June of the same year; and
 - iv. Settlement does not occur before 5:00pm on 30 June of the same year for a reason attributable to the Buyer,

then the Buyer must pay to the Seller at Settlement all Land Tax assessed in respect of the Land for the Financial Year which commences on 1 July in the same year, including any Land Tax calculated on the basis that the Land is not the only land owned by the Seller.

- (c) The Buyer must make its own enquiries concerning the consequences of failing to settle by 30 June in the relevant year and the additional Land Tax which will be payable as a result thereof.

22.4 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 referee and consents to such fee being paid.

22.5 Termination

If the Contract is terminated pursuant to clauses 2, 8.1 or 8.2, then upon termination:

- (a) the Seller must repay to the Buyer the Deposit and all other money (if any) paid by the Buyer under the Contract; and
- (b) neither Party will have any action or claim against the other for breach of this Contract (except for any breach which occurred before the Contract was terminated).

22.6 Entire agreement

This Contract (including the 2018 General Conditions, these Special Conditions and all Annexures) constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and:

- (a) supersedes any previous agreement between the parties relating to the sale and purchase of the Property;
- (b) contains all of the representations, warranties, covenants and agreements of the parties in respect of the sale and purchase of the Property; and
- (c) there are no written or oral statements, representations, undertakings, covenants or agreements given or made by the Seller or the Seller Agent or otherwise existing between the parties (express or implied) except as are contained in the Contract or implied by law.

22.7 Severability

If any part of the Contract can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any part of the Contract is illegal, unenforceable or invalid, that part is to be treated as removed from the Contract, but the rest of the Contract is not affected.

22.8 Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by the Contract does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under the Contract.

22.9 Applicable law

For all purposes, this Contract is to be governed by and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the Courts of Western Australia in determining any matter or dispute arising under or incidental to the Contract.

22.10 Building Plan Approval

- (a) The Buyer must not construct a dwelling or structure on the Land, or apply to the relevant local authority for approval to construct a dwelling or structure on the Land, without the building plans first having been approved by the Seller in accordance with the procedure set out in this clause.
- (b) The Buyer must submit two sets of his/her building plans to the Seller's developer DJ MacCormick Property Group ("Developer") (DJ MacCormick Property Group, 200 Adelaide Terrace East Perth WA 6004). The Developer will review the plans for compliance with the Seller's Restrictive Covenants and if considered to comply will return an approved set of plans to the Buyer whereupon the Buyer can proceed to submit the plans to the relevant local authority under the standard approval process. If not considered compliant, the Developer will provide recommendations to the Buyer in writing about how compliance with the Seller's Restrictive Covenants can be achieved.

- (c) If the Land is sold by the Buyer to a third party before a dwelling or other building is constructed on the Land, the Buyer will ensure that a special condition is inserted into the contract for sale requiring the third party to comply with this clause 22.10 and which makes the Seller's Restrictive Covenants binding upon the third party.

22.11. Electronic communications

- (a) This Contract and any variation to it may be signed by the parties in any number of identical copies. Each identical copy is deemed to be an original document, and all identical copies together constitute one and the same document.
- (b) The Buyer's offer, the Seller's acceptance, and each identical copy of this Contract and any variation to it may be communicated or exchanged by fax or e-mail sent to the addressee's fax number or e-mail address as provided by the addressee to the sender (whether under this Contract or otherwise).
- (c) If a fax number or e-mail address is provided or specified (whether by Notice or otherwise) by a Party or a Representative as the fax number or e-mail address of that Party or Representative, then:
 - i. a Notice to that Party or Representative may be transmitted by fax or as an attachment to an e-mail, provided that the Notice is given on the sender's letterhead, signed by the sender, and transmitted to the fax number or e-mail address provided or specified by the recipient; and
 - ii. a Notice transmitted by fax or e-mail will be treated as served on the day on which it is transmitted but if it is transmitted after 4pm or on a day which is not a Business Day it will be treated as having been served on the next Business Day. However, the Notice will not be treated as served unless the fax machine or computer which transmits the Notice produces an acknowledgement that the Notice has been transmitted to the specified fax number or e-mail address.

SIGNED BY:

Buyer **X** _____

Buyer _____ **X**

Witness **X** _____

Witness _____ **X**

Date **X** ____ / ____ /20 ____

Date **X** ____ / ____ 20 ____

Seller _____

Witness _____

Date _____ / _____ /20 ____



ANNEXURE B – SELLER’S RESTRICTIVE COVENANTS

1. DEFINED TERMS

In this Annexure:

- (a) “Buyer” includes the Buyer’s assigns, transferees and successors in title to the Land and the registered proprietor of the Land from time to time;
- (b) “construct” means to construct, commence to construct, permit of suffer to be constructed or commenced to be constructed;
- (c) “lot” means a Lot created as part of the Subdivision, being a lot that was formerly comprised in the Subdivision Land; and
- (d) “Seller” includes the Seller’s successors in title to all of the Lots comprised in the Subdivision Plan for the Subdivision.

2. EXPIRY DATE

The Seller’s Restrictive Covenants cease to have any effect from 31 December 2028 (“Expiry Date”).

3. RESTRICTIVE COVENANTS

The Buyer covenants and agrees with and for the benefit of the Seller that, until the Expiry Date, the Buyer WILL NOT do or permit any of the following:

Compliance

- (a) develop a lot or construct upon a lot a dwelling unless such development or construction is in compliance with the requirements of the residential design codes, the town planning scheme, or an approved detailed area plan (if applicable) and all relevant by-laws and policies of the Shire of Murray;

Area of Residence

- (b) construct on a lot less than 400m², a main residence of less than **120m²** (living area) excluding verandas, garages/carports and alfresco areas;
- (c) construct on a lot 400m² or more, a main residence of less than **140m²** (living area) excluding verandas, garages/carports and alfresco areas;

External Finish

- (d) construct on a lot a dwelling with external wall materials not primarily made of stone, face brick or painted or coloured cement render;

- (e) construct on a lot a dwelling unless each street facing facade is made up of at least two (2) different colours or textures with each such colour or texture (as applicable) making up at least ten percent (10%) of the total surface area of the relevant facade. For the purpose of this clause the term “facade” does not include the roof, gutters, downpipes, windows or doors;
- (f) construct on a lot a dwelling without incorporating either a portico, gable or feature wall into the street front elevation of the dwelling;
- (g) construct on a lot a dwelling with roofing materials other than concrete or clay tiles or colorbond sheeting (Zincalume is not permitted) and with a pitch of less than twenty four degrees (24°)

Carport/Garage

- (h) construct on a lot a dwelling without a carport including a garage door or garage capable of housing at least two (2) motor vehicles parked side by side. Such carport or garage shall not be constructed other than in a manner which compliments the dwelling in respect to roof pitch, materials used, design, colour and external appearance;
- (i) construct on a lot out buildings greater than fifteen square metres (15m²) and/or higher than three metres (3m) unless they are constructed from materials that compliment the dwelling in appearance;

Driveways

- (j) construct on a lot a dwelling, unless a driveway and cross-over between the road and the parking area (“Driveway & Cross-over”) on the lot are constructed and completed at the same time as or prior to occupation of the dwelling;
- (k) construct on a lot a Driveway & Cross-over that is:
 - (A) less than three metres (3m) wide or greater than six metres (6m) wide;
 - (B) constructed from anything other than brick pavers, concrete or similar; and/or
 - (C) constructed from grey coloured concrete.

Roof Projections

- (l) install any roof mounted services (including but not limited to, solar heaters, solar panels, air conditioners, television aerials, satellite dishes and water tanks) on that part of a roof facing a street UNLESS the roof mounted service in question is a solar panel or collector for hot water units, the street is a secondary street and the roof mounted service needs to be mounted on that part of the roof to maximise the roof mounted services’ effectiveness;
- (m) paint any roof mounted services in any colour that, or install any roof mounted services which consist of coloured materials that, do not match the roof colour;

Commercial Vehicles

- (n) park on a lot commercial vehicles including trucks, buses and tractors at the dwelling or on a verge abutting the dwelling unless screened from public view at all times or unless parked during the normal course of business by a visiting tradesman;
- (o) repair, restore or maintain any motor vehicle, motor cycle, boat, trailer or any other vehicle unless carried out behind the building line and screened from public view at all times;

Fencing

- (p) construct side and rear boundary fencing on a lot using anything other than “Greyridge Colorbond” fence panels or sheets with “Greyridge” coloured capping, posts and rails to a maximum height of one and eight tenths of a metre (1.8m) measured from the ground level up;

- (q) construct fencing between the dwelling and the side boundary of the lot or forward of the dwelling along the side and front boundaries, that is visible from the street, from any materials other than the materials of the dwelling, which match the appearance of the dwelling;
- (r) complete construction of fencing to the dwelling any later than twenty one (21) days from either the date of builder's handover or the date of occupation of the dwelling, whichever occurs first;

Landscaping

- (s) construct a dwelling on a lot unless the area between the front building line and the kerb is reticulated and landscaped within sixty (60) days of occupancy.

Signage

- (t) erect or display on the lot any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling house constructed on the lot or advertising a business operating from the lot, provided such sign does not exceed 500mm by 500mm in its dimensions. Any sign or advertising material erected or displayed on the lot in breach of this covenant may be removed, without notice, by the Developer.

Street Trees

- (u) object to the installation of any street tree in the road reserves (**Street Tree**) by the Seller.
- (v) damage, kill, harm or remove any Street Tree installed by the Seller or permit the doing of any such activity.

Maintenance

- (w) permit or allow the lot or any part of it to fall into a state of disrepair or disorder.

SIGNED BY:

Buyer **X** _____

Buyer _____ **X**

Witness **X** _____

Witness _____ **X**

Date **X** ____ / ____ /20____

Date **X** ____ / ____ /20____

Seller _____

Witness _____

Date _____ / ____ /20____



ANNEXURE C - LANDSCAPING & FENCING

SECTION A - FRONT LANDSCAPING & RETICULATION

The Seller hereby agrees to design, supply and install landscaping and reticulation works to be placed in the front of the Land between the dwelling to be erected on the Land ("the Dwelling") and the street kerb alignment ("the Landscaping Package"), all of which is to be carried out by the Seller's landscaping contractor, subject to the following terms and conditions:

1. The Buyer is not entitled to claim the Landscaping Package and the Seller is not obliged to provide the Landscaping Package to the Buyer if any of the following occurs:
 - (a) the Buyer does not complete the construction of the Dwelling within eighteen (18) months of the Settlement Date;
 - (b) the Dwelling constructed by the Buyer on the Land is not in accordance with the Seller's Restrictive Covenants (as determined by the Seller in its absolute discretion); or
 - (c) the Buyer has not complied strictly with the requirements of clauses (2) and (3) below in the time frames specified.
2. In order to claim the Landscaping Package the Buyer must, within thirty (30) days of completion of construction of the Dwelling notify the Seller and the Seller's landscape contractor in writing (letter, facsimile or email) that the Land is generally contoured, cleared of all rubble and is ready for the performance of the Landscaping Package and provide a plan of the Dwelling on the Land drawn at a scale of 1:200 ("Notice").
3. At the time of giving the Notice, the Buyer must have:
 - (a) installed beneath the driveway to a depth of 450mm a 90mm stormwater pipe at an onset of 2m from the front to the boundary line across the full width of the driveway and position clearly marked; and
 - (b) organised for a licenced plumber to install a brass ball valve with back flow preventer for connection of the reticulation and have a licenced electrician install a waterproof single GPO adjacent to the meterbox for connection of the reticulation controller.
4. The Seller will arrange for its landscaping contractor to commence installation of the Landscaping Package within sixty (60) days of receipt of valid Notice by the Buyer.
5. The Buyer acknowledges that the scope and extent of the Landscaping Package is determined by the Seller in its absolute discretion.
6. The Landscaping Package is not transferable by the Buyer to a third party.

SECTION B - FENCING

1. If the Buyer completes the construction of the Dwelling within eighteen (18) months of the Settlement Date, the Seller agrees to provide boundary Colorbond fencing to the Buyer’s land as per the ‘Fencing’ restrictive covenants in the Seller’s Restrictive Covenant and this Annexure C, free of cost to the Buyer.
2. The Buyer acknowledges that the following principles apply to the installation of boundary fencing by the Seller under this fencing incentive:
 - (a) side boundary fencing will cease where the front building line ceases i.e. the fencing will not continue the entire length of the side boundary to the verge;
 - (b) boundary fencing will cease where it abuts any wall of a dwelling that is built along the boundary of a Lot (known as a boundary or parapet wall); and
 - (d) the Seller’s fencing incentive does not include the provision of return fencing from the boundary or boundary retaining walls.
3. Any additional boundary fencing required or desired by the Buyer that falls outside the scope of this fencing incentive, will be the Buyer’s sole responsibility.
4. The Buyer’s right for the Seller to provide the fencing is personal to the Buyer and is not transferable by the Buyer to a third party.
5. If the Dwelling constructed by the Buyer on the Land is not in accordance with the Seller’s Restrictive Covenants (as determined by the Seller in its absolute discretion) there shall be no obligation on the Seller to provide fencing.
6. Forty five (45) days prior to the completion of the Dwelling the Buyer shall notify the Seller and the Seller’s nominated fencing contractor, in writing (letter, facsimile or email) of the expected date of the completion of the Dwelling (“Notice”) and failure to do so shall result in the provision of the fencing by the Seller lapsing. For this purpose, the Seller must (on the Buyer’s request) provide the Buyer with the nominated contractor’s contact details.
7. The Seller must procure the Seller’s fencing contractor to commence the fencing package within sixty (60) days of receipt of valid Notice from the Buyer.

SIGNED BY:

Buyer **X** _____

Buyer _____ **X**

Witness **X** _____

Witness _____ **X**

Date **X** ____/____/20__

Date **X** ____/____/20__

Seller _____

Witness _____

Date ____/____/20__



ANNEXURE E – BUYER’S DOCUMENT ACKNOWLEDGEMENT

The Buyer acknowledges having received a copy of the following documents:

1. Shire of Murray *Fire Break Notice and Bushfire Information Pamphlet* (also available from the Shire’s website)
2. “*Mosquitoes in Your Backyard -Environmental Health Guide*” (2010) published by the Department of Health.
3. Seller’s Landscaping & Fencing Information Pamphlet.
4. For the Buyers of Lots 858, 873, 874, 875, 876, 877, 962, 963, 964 and/or 965 only: the approved Local Development Plan
5. Approved Fire Management Plan.

SIGNED BY:

Buyer **X** _____

Buyer _____ **X**

Witness **X** _____

Witness _____ **X**

Date **X** ____/____/20____

Date **X** ____/____/20____

Seller _____

Witness _____

Date ____/____/20____



GST WITHHOLDING ANNEXURE 'F'

Name of Seller: DJM Ravenswood Pty Ltd

ABN of Seller: 96 167 890 155

Address of Seller: Ground Floor, 200 Adelaide Terrace, EAST PERTH WA 6004

Phone: 08 9221 5121

Email: michaeld@djmaccormick.com.au

Name of Purchaser:

Proportion of withholding amount: (10% of purchase price) \$_____

Purchaser is required to pay the above amount at settlement of land.