



SPECIAL CONDITIONS TO OFFER AND ACCEPTANCE

Stage 9 – Proposed DP 407789

1. Any terms conditions or provisions of this contract (Including Annexures A,B,C,D & E) which are not satisfied or fulfilled on the settlement date shall not merge in the Transfer of Land and shall continue to apply and be enforceable against the Buyer.
2. The Buyer covenants and agrees with the Seller that so long as the Seller remains registered as the proprietor of any land adjoining the boundary of the Land that the Buyer shall not make any claim against the Seller for any contribution to the cost of any dividing fences or walls.
3. The Buyer acknowledges and agrees that the Sellers Agent may from time to time release details of the Buyer's name and address to any person who, in the reasonable opinion of the Sellers Agent, has bona fide and reasonable cause to make such enquiry of the Sellers Agent.
4. 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.
5. The Buyer acknowledges that the following notifications or restrictive covenants will be registered on the Certificate of Title of the Land :

In respect of ALL LOTS:

- i. **Restrictive Covenant:** The developer's estate covenants set out in Annexure A;
- ii. **Notification:** *"This lot is situated in the vicinity of Busselton Airport, and is currently affected, or may in the future, be affected by aircraft noise. Noise exposure levels are likely to increase in the future as a result of increases in the number of aircraft using the airport, changes in aircraft type or other operational changes. Further information about aircraft noise including development restrictions and noise insulation requirements for noise affected properties are available on request from the relevant government offices" (Pursuant to Section 165 of the Planning and Development Act 2005)*
- iii. **Notification:** *"This lot is in close proximity to known mosquito breeding areas and the Predominant mosquito species is known to carry viruses such as Ross River and other diseases" (Pursuant to Section 165 of the Planning and Development Act 2005)*
- iv. **Notification:** *"Clean fill has been placed on the lot, or the lot has been identified as requiring a geotechnical report which has been prepared and which provides a general site classification for the subdivision area. The nature of undertaking bulk earthworks and the variability of insitu soil conditions means the general classification cannot be guaranteed of individual lots. Further soil investigations will be required prior to housing design as the site classification may affect the design footings and the issue of a building licence for each individual lot. Determination of*

lot specific site classification for the purposes of footing and slab design remains the responsibility of the individual lot owner who should be aware that lot site classification may be different to the general site classification by the geotechnical consultant at the time of the subdivisional development” (Pursuant to Section 70A of the Transfer of Land Act 1983 , as amended)

In respect of Lots 817, 818 and 1305 only:

- v. **Notification:** *“This lot may be within 100m of Vasse Highway and/or the future Busselton Outer Transport Corridor and the amenity of the lot may be affected by current or future traffic noise” (Pursuant to Section 70 of the Transfer of Land Act 1983 , as amended)*
- vi. **Restrictive Covenant:** quiet house design restrictive covenant (Pursuant to Section 129BA of the Transfer of Land Act 1983 , as amended). Refer to clause 11 of this Contract for further information.

In respect of Lot 1305 only:

- vii. **Restrictive Covenant:** *“No vehicle access to or from the lot from Paterson Drive” (Pursuant to Section 150 of the Planning and Development Act 2005).*

In respect of POSSUM CORRIDOR LOTS Lots 48, 49, 50, 51, 52, 53, 54, 55, 56, 817, 818 and 1305 only:

- viii. **Restrictive Covenant:** *“No removing or harming of any peppermint tree within the rear 5m of the lot, without the prior written consent of the City of Busselton” (Pursuant to Section 129BA of the Transfer of Land Act 1983 , as amended).* Refer to clause 10 of this Contract for further information.

- 6. **Busselton Outer Transport Corridor:** The Buyer is aware that the Busselton Outer Transport Corridor is proposed to be constructed sometime in the future and will adjoin the southern boundary of the Via Vasse Estate. The Buyer accepts that the amenity of the Land may be affected by future traffic noise generated from the transport corridor.
- 7. **Soil Classification:** The Buyer is aware that the soil classification relating to the Land may affect the extent and costs and 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.
- 8. **Building Plans:** The Buyer must submit two sets of building plans to the developer (D.J MacCormick Property Group, Ground Floor, 200 Adelaide Tce, East Perth WA 6000) prior to plans being submitted to the City of Busselton under the standard approval process. The developer will review the plans for compliance with the Restrictive Covenants in Annexure A and if considered to comply will return an approved set of plans to the Buyer.

If the Land is sold by the Buyer prior to a residence being constructed on the Land then the Buyer will ensure that a special condition is inserted in that Contract for Sale specifying that building plans must be submitted to the developer prior to plans being submitted to City of Busselton under the standard approval process.

INITIAL HERE

Buyer X

Buyer X

9. Detailed Area Plan - Lot 1305

- i) This clause only applies to Lot 1305.
- ii) The Buyer acknowledges:
 - (A) that a detailed area plan (**DAP**) applies to Lot 1305 providing further development control relating to vehicular access, dwelling orientation, fencing style and vegetation; and
 - (B) having received a copy of the DAP.

10. Possum Corridor Lots

- i) This clause applies only to the following lots: Lots 48, 49, 50, 51, 52, 53, 54, 55, 56, 817, 818 and 1305 (**Possum Corridor Lots**).
- ii) The Buyer is aware that:
 - (A) As a condition of the subdivision approval issued in respect of the Via Vasse Private Estate, and in order to help preserve the threatened Western Ringtail Possum population in Busselton, in 2014 the Seller planted two rows of 11 litre Western Australian Peppermint Trees (*Agonis flexuosa*) (**Peppermint Trees**) along the rear 5 meters of each Possum Corridor Lot in order to provide future habitat for local Western Ringtail Possums once the Peppermint Trees matured;
 - (B) To preserve the Peppermint Trees so they can mature and serve their intended purpose, the certificate of title to each Possum Corridor Lot will be burdened by a 5m wide restrictive covenant in favour of the City of Busselton made pursuant to section 129BA of the *Transfer of Land Act (WA) 1983* (as amended). This restrictive covenant prevents the owner of a Possum Corridor Lot from removing or harming (or permitting another person to remove or harm) any Peppermint Tree within the rear 5m of the Possum Corridor Lot, without the City of Busselton's prior consent (**Peppermint Tree Restrictive Covenant**); and
 - (C) The Seller may require continued access to the Peppermint Trees following Settlement of the Land to inspect and maintain the Peppermint Trees. Such maintenance may include but is not limited to: watering, pruning, adjusting tree stakes, fertilising, mulching, treating weeds/pests and replacing any dead trees (**Tree Maintenance**). The Seller is not obliged to undertake Tree Maintenance and will do so in its sole discretion.
- iii) The Buyer acknowledges and agrees that:
 - (A) The Peppermint Tree Restrictive Covenant will burden the Land and the Buyer must comply with the terms of the restrictive covenant, that is, the Buyer (and the Buyers invitees, including tenants and builders) cannot remove or harm any of the Peppermint Trees and the Buyer is responsible for maintaining the Peppermint Trees from Settlement;
 - (B) The Seller (including its employees and contractors) and the City of Busselton may continue to access the Land (with or without vehicles and equipment) until the Buyer completes construction of a dwelling on the Land (whichever is the later) for the purpose of inspecting the Peppermint Trees and undertaking Tree Maintenance;
 - (C) the Buyer must instruct his/her builder to protect the Peppermint Trees from damage during the construction of the Buyer's dwelling and development of the Land and the Buyer must ensure the builder complies with this instruction; and

INITIAL HERE

Buyer X

Buyer X

- (D) any Peppermint Trees damaged or removed during the construction of the Buyer's dwelling, may be replaced by the Seller and the Seller may deduct the cost of replacing any such Peppermint Tree from the Buyer's front landscaping incentive entitlement.

11. Quite Noise Design - House Package A - Lots 817, 818 and 1305 only

- i) This clause only applies to Lots 817, 818 and 1305 (**Affected Lots**).
- ii) The Buyer acknowledges that:
- (A) In accordance with recommendations made in the Noise Assessment (defined in sub-clause iii) below), to mitigate potential noise impacts from the proposed future Busselton Outer Transport Corridor, the Affected Lots will need to be built to the specifications of House Package A (defined in sub-clause iii) below).
- (B) Although the deemed-to-comply House Package A provisions require boundary fences to be solid and constructed to a minimum height of 2m to provide additional noise mitigation to outdoor areas, Lloyd George Acoustics has provided specialist advice concluding that the below varied fencing is appropriate and sufficient for the Affected Lots:
- Rear boundary fencing: 1.8m high solid fencing (in lieu of 2m high solid fencing); and
 - Side boundary fencing: rural style post and rail fencing or 1.8m high solid fencing (in lieu of 2m high solid fencing).
- (C) In order to ensure compliance with House Package A requirements, each Affected Lot will be burdened by a restrictive covenant in favour of the City of Busselton made pursuant to section 129BA of the *Transfer of Land Act (WA) 1983* (as amended) which effectively requires the owner of an Affected Lot to develop the lot in accordance with the House Package A requirements.
- iii) Defined terms:
- (A) 'House Package A' means the deemed-to-satisfy construction standards set out in the Implementation Guidelines for *State Planning Policy 5.4: Road and Rail Transport Noise and Freight Considerations In Land Use*, the current version of which is set out in the table below; and
- (B) 'Noise Assessment' means the letter report by Lloyd George Acoustics dated 16 March 2016.

Table: House Package A Requirements

"Road corridor" means the proposed future Busselton Outer Transport Corridor

Area Type	Orientation	Noise Control Measures
INDOORS		
Bedrooms	Facing road corridor	<ul style="list-style-type: none"> • 6mm (minimum) laminated glazing • Casement or awning windows in high quality residential grade frames with seals • No external doors • Closed eaves • No vents to outside walls/ eaves • Mechanical ventilation/ air-conditioning¹
	Side-on to road corridor	<ul style="list-style-type: none"> • 6mm (minimum) laminated glazing • Closed eaves

INITIAL HERE

Buyer X

Buyer X

Area Type	Orientation	Noise Control Measures
		<ul style="list-style-type: none"> Mechanical ventilation/ air-conditioning
	Away from road corridor	No requirements
	Facing road corridor	<ul style="list-style-type: none"> 6mm (minimum) laminated glazing Casement or awning windows with seals 35mm (minimum) solid core external doors with acoustic seals (glazing panels are acceptable in external doors facing the corridor, however these must meet minimum glazing requirements) Sliding doors must be fitted with acoustic seals Closed eaves No vents to outside walls/ eaves Mechanical ventilation/ air-conditioning¹
Living & Work Areas ²	Side-on to road corridor	<ul style="list-style-type: none"> 6mm (minimum) laminated glazing Closed eaves Mechanical ventilation/ air-conditioning¹
	Away from road corridor	No requirements
	Other Indoor Areas	Any
OUTDOORS		
Outdoor Living Area ³	Facing road corridor	<ul style="list-style-type: none"> Minimum 2m solid fence⁴ (e.g. Hardifence, pinelap or Colorbond). Picket fences are not acceptable <i>(Refer note 4 below for acceptable alternative fencing as per specialist advice provided by Lloyd George Acoustics dated 16 March 2016)</i>
	Side-on to road corridor	
	Away from road corridor	No requirements

¹ The property will require mechanical ventilation or airconditioning to ensure that windows can remain closed in order to achieve the indoor noise standards. In implementing the noise control, the following need to be observed:

- evaporative airconditioning systems would require air relief grilles to meet the requirements for House Package A to allow windows to be closed;
- refrigerative airconditioning systems need to be designed to achieve fresh air ventilation requirements;
- air inlets need to be positioned facing away from the transport corridor where practicable;
- ductwork needs to be provided with adequate silencing to prevent noise intrusion

² The above guidelines adopt the definitions of indoor spaces used in AS 2107-2000. A comparable description for bedrooms, living and work areas is that defined by the Building Code of Australia as a "habitable room". The Building Code of Australia may be referenced if greater clarity is needed. A living or work area can be taken to mean any "habitable room" other than a bedroom. Note that there are no noise insulation requirements for utility areas such as bathrooms. The Building Code of Australia describes these utility spaces as "non-habitable rooms".

³ The *State Planning Policy 5.4: Road and Rail Transport Noise and Freight Considerations In Land Use* requires that at least one outdoor living area be reasonably protected from transport noise. The protected area should meet the minimum space requirements for outdoor living areas, as defined in the Residential Design Codes of Western Australia

⁴ Although the deemed-to-comply House Package A provisions require a minimum 2m fence height and for the fence to be solid, Lloyd George Acoustics has provided specialist advice concluding that the following varied fencing is suitable for Lots 817, 818 and 1305:

- Rear boundary fencing: 1.8m high solid fencing (in lieu of 2m high solid fencing); and
- Side boundary fencing: rural style post and rail fencing or 1.8m high solid fencing (in lieu of 2m high solid fencing).

Refer Lloyd George Acoustics letter report dated 16 March 2016

12. Finished Site Levels & Retaining Walls

The Buyer acknowledges and agrees that:

INITIAL HERE

Buyer X

Buyer X

- i) the only boundary retaining walls to be provided by the Seller are those that are installed on the Land at Settlement and if the Buyer requires any additional retaining walls or alterations to the existing retaining walls, the Buyer shall be arrange this at the Buyer's cost;
- ii) should the Buyer alter the finished site levels of the Land during the development of the Land, additional boundary retaining walls or alterations to the existing retaining walls may be necessitated by such alteration of levels and shall be supplied and installed by the Buyer at the Buyer's cost;
- iii) 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
- iv) 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.

13. Street Trees

The Buyer acknowledges and agrees that:

- i) it is a requirement of the City of Busselton that the Seller install trees within the road verges of the Subdivision (**Street Trees**);
- ii) the Buyer is unable to select the species of Street Tree, the various species have already been decided by the Seller in consultation with the City of Busselton;
- iii) 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;
- iv) the Seller will install Street Trees at the time the Seller considers appropriate therefore 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;
- v) if a Street Tree has not been installed or requires replacing at the time the Buyer's front landscaping incentive package is implemented, the Seller will endeavour to install the Street Tree at the same time the Buyer's front landscaping is implemented and the Buyer agrees that the Street Tree can be irrigated via the Buyer's irrigation system installed as part of the package;
- vi) if for whatever reason the verge adjoining the Buyer's Land is fully landscaped by the Buyer without a Street Tree having been installed, the Seller will need to remove a section of the Buyer's verge landscaping to install the Street Tree;
- vii) should the Street Tree(s) be planted prior to the Buyer commencing construction of his/her dwelling on the Land:
 - (A) the Buyer must instruct his/her builder to protect the Street Trees from damage during the construction of the dwelling and the Buyer must ensure the builder complies with this instruction;
 - (B) and the Street Tree(s) are damaged or removed during the construction of the Buyer's dwelling, the Street Tree(s) will be replaced by the Seller and the Seller may deduct the cost of replacing the Street Tree(s) from the Buyer's front landscaping incentive entitlement;

INITIAL HERE

Buyer X

Buyer X

- viii) 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; and
- ix) 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.

14. 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. Deposits will only be returned upon receipt of a genuine "Finance Decline" from the Lender.

Signed by the parties

Buyer _____

Witness _____

Date _____

Buyer _____

Witness _____

Date _____

Seller _____

Witness _____

Date _____

INITIAL HERE

Buyer X

Buyer X



“ANNEXURE A”

VIA VASSE ESTATE Estate Restrictive Covenants

The Buyer acknowledges and agrees that restrictive covenants substantially in the form set out in this Annexure ‘A’ will be registered against the certificate of title to the Land:

The Owner (which expression includes the transferees, assigns and successors of the Owner) covenants

1. Not to construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred (“the land”) –
 - a) Any residence or any alteration or addition for a residence unless the plans and specifications for the residence or improvements have been :
 - i) First submitted in duplicate to DJ MacCormick Property Group, Ground Floor, 200 Adelaide Terrace, East Perth or their nominated representative and have been approved; and
 - ii) Approved by the City of Busselton.
 - b) Except for Lots 817, 818 and 1305 (inclusive), a residence with a total floor area of less than 140 square metres inclusive of external walls but exclusive of carports, garages, verandahs and other unenclosed areas.
 - c) In respect of Lots 817, 818 and 1305 (inclusive) only, a residence with a floor area of less than 200 square metres inclusive of external walls but exclusive of carports, garages, verandahs and other unenclosed areas.
 - d) A residence, unless it incorporates a monolithic slab construction.
 - e) A residence which :
 - i) Incorporates a skillion roof with a pitch of less than 12 degrees;
 - ii) Incorporates a curved roof with a pitch of less than 12 degrees at its highest point;
 - iii) Incorporates a pitched roof with a pitch of less than 24 degrees EXCEPT WHERE a section of roof is at the rear or side of the dwelling and is substantially hidden from view from the primary street, in which case the pitch of that section of roof cannot be less than 17.5 degrees. The Developer shall determine what is substantial in its absolute discretion;
 - iv) Incorporates a roof of a colour which does not comply with City of Busselton policy requirements; and

INITIAL HERE

Buyer X

Buyer X

- v) Does not incorporate eaves to all habitable rooms which comply with the Building Code of Australia 2006 Volume 2 for domestic housing.
 - f) A residence which does not contain a carport or garage which:
 - i) If not located under the main roof of the residence is not constructed of new materials compatible with the residence; or
 - ii) Does not make provision for parking of at least two motor vehicles side by side.
2. NOT to construct, erect or install or permit to be constructed, erected or installed on the land:
- a) A residence or any alteration or addition to a residence –
 - i) Using wall materials which are not either predominantly concrete, clay bricks, stone, rammed limestone, rammed earth, limestone, composite board, weatherboard with a minimum thickness of 9 millimetres or other similar material finished in face brickwork, miniorb, composite board or render,
 - ii) Using weatherboard, primeline weatherboard or similar which comprises greater than 50% of the area of any external walls.
 - iii) Using roof materials which are not either concrete or clay tiles, slate or colorbond metal or which do not comply with the Shire of Busselton policy requirements.
 - iv) Which is transported in whole or in part to the land or is a transportable residence.
 - b) A residence, unless a driveway and the crossover between the road and the parking area on the land are constructed and completed prior to occupation of the residence.
 - c) A driveway which is wider than 6 metres at the street boundary of the land, is less than 0.6 metres from any side boundary of the land or which is not constructed of brick paving, patterned concrete or bitumen.
 - d) A residence, unless all ground areas which are visible from the street at the front of the residence or from any Public Open Space adjoining or near the land ('visible areas') is properly landscaped within 6 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a beautifying surface.
 - e) Except for Lots 817, 818 and 1305 (inclusive) and subject to paragraph (f), any side boundary fence unless it –
 - i) Does not extend forward of the building set back line;
 - ii) It is not less than 1500mm in height; and
 - iii) Is colorbond or similar with smooth cream colour panels and capping (railing) and any posts are to be in a colour approved by the Transferor.
 - f) Any other fence which :
 - i) extends forward of the building set back line;
 - ii) is less than 1500mm in height; or
 - iii) does not match or compliment the residence.
 - g) In respect of Lots 817, 818 and 1305 (inclusive), any boundary fence unless the style and colour is first approved by the Transferor.

INITIAL HERE

Buyer X

Buyer X

- h) A residence, unless all side and rear boundary fencing is constructed and completed at the same time as, or prior to, occupation of the residence.
 - i) A letterbox which is not located adjacent to the driveway on the land, or in accordance with the development area plans, is not clearly numbered or does not match or complement the residence.
 - j) An air conditioner or evaporative cooler, unless –
 - i) contained wholly within the residence; or
 - ii) it is located on a side elevation of the residence, is installed below the ridge of the roof and is of similar colour to the roof; or
 - iii) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence.
 - k) Any outbuildings, unless the outbuildings comply with City of Busselton requirements and the outbuildings otherwise match or complement the residence.
 - l) A solar hot water heater, unless is located on the side or rear elevation of the residence, fits the roof profile and is not elevated at an angle to the roof profile (except for rear elevation location only) and otherwise matches or complements the residence.
 - m) A clothes line or rain water tank except in accordance with the manufacturer's instructions and unless it is screened from public view from the street at the front of the residence.
 - n) A television and radio antenna and satellite dish unless contained wholly within the residence or within the roof space between the ceiling and roof of the residence or, in the case of satellite dish, does not exceed 600mm in diameter, and is not located on the front elevation or above the roof line of the residence.
3. NOT to park or allow to be parked on the land or on the road or on any other land near to or next to the land, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres), caravans, trailers, boats or any other mobile machinery ("vehicles") unless the vehicles are housed wholly in accordance with the requirements of the Shire of Busselton.
 4. That where retaining walls or fences have been erected on any of the boundaries of the land by the Developer, NOT to alter or remove any of the retaining walls or fences, NOT to allow or permit the retaining walls or fences to fall into a state of disrepair and NOT to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls or fences.
 5. That if retaining walls or fences have been erected on any of the boundaries of the land by the Developer, NOT to alter the level of the surface of the land by elevating the level by more than 300 millimetres.
 6. NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence or a "FOR SALE" sign, which may be erected or displayed after a period of four years from the date of first issuing of a Certificate of Title for the land or if a residence has been constructed on the land and is occupied. The Transferee must not prohibit and hereby gives an irrevocable authority to the Transferor and its servants and agents to enter the land for the purposes of removing any sign erected in breach of this covenant.
 7. NOT to use or open or allow to be used or opened, any residence erected on the land, for display purposes unless the land has been sold to the Transferee by the Transferor for that purpose.

INITIAL HERE

Buyer X

Buyer X

8. For the purposes of these restrictive covenants:
 - a) "Habitable room" means a room used for normal domestic activities, and includes a bedroom, living room, lounge room, theatre room, kitchen, dining room, study, playroom & family room, but excludes a bathroom, laundry, water closet, pantry, walk-in wardrobe, corridor, hallway, lobby, clothes-drying room, and other space of a specialized nature occupied neither frequently nor for long periods.
 - b) "Developer" means Mary Donald Nominees Pty Ltd (ACN 008 804 368) c/- DJ MacCormick Property Group of Ground Floor, 200 Adelaide Terrace, Perth
9. Not to remove any street trees provided by the developer to enhance the streetscape the suburb.
10. That the Covenants herein contained shall operate and be enforceable until ten (10) years from the date of first issue of the certificate of title to the land after which date the Covenants will cease to have any further effect.
11. That the burden of these Covenants shall run with each lot on the plan or diagram of subdivision for the benefit of every other lot on that plan or diagram. The Covenants shall be enforceable against the Transferee and every subsequent registered proprietor for the land, by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of subdivision.
12. The Transferor accepts no responsibility for enforcement of the restrictive covenants, but reserves the right to do so, so long as it is the registered proprietor of a lot on the relevant plan or diagram of subdivision.

Signed by the parties

Buyer _____ Witness _____ Date _____ Seller _____ Witness _____ Date _____	Buyer _____ Witness _____ Date _____
---	--

INITIAL HERE

Buyer X

Buyer X



“ANNEXURE C”

Lot _____

PROVISIONS RELATING TO THE SUBDIVISION

The following provisions shall apply if at any time this offer is accepted the subdivision of the Via Vasse Estate has not been completed and the proposed lot to be purchased hereunder is not yet a lot defined in the *Planning and Development Act 2005*.

- (a) (i) Subject to clause (a)(iii) the dimensions area boundaries and description of the land shall be those shown in diagram or plan of subdivision approved by the West Australian Land Information Authority (“Landgate”) and indicated on the Certificate of Title for the land and if there is any discrepancy between such dimensions, area boundaries and description to those shown on the sketch plan attached hereto, compensation shall not be claimed or be payable by either party or to the other ; and
- (ii) Subject to clause (a)(iii) the land shall be purchased subject to all such sewerage and drainage easements which shall be required by any local or other governmental body or authority as a condition of the subdivision of the Via Vasse Estate.
- (iii) The Buyer acknowledges and agrees that:
 - (1) As at the date hereof, some engineering detail in respect of the land hereby sold (“the land”) is unknown. It is possible that a local or other governmental authority will require part of the land for a light pole easement or a padmount site.
 - (2) If a light pole easement ultimately encumbers the Certificate of Title or a padmount site is created which reduces the area and dimensions of the land, the Seller (or the Seller’s agent) will give written notification to the Buyer giving full details thereof and advising the Buyer that the Buyer may within seven days of receiving the written notification terminate the contract.
 - (3) If the Buyer elects to terminate this contract then the deposit paid by the Buyer will be refunded however, the Buyer agrees that there will not be any claim for compensation in respect of the termination of the contract and neither party will have any other rights against the other.
 - (4) If the Buyer fails to give written notification to the Seller or the Seller’s agent to terminate the contract within the seven day period, then the Buyer will be deemed to have accepted the encumbrance and / or reduction in the area and dimensions of the land and agrees that no compensation will be payable in respect of such reduction in area neither party will have any other rights against the other.

- (b) The Buyer must not lodge any caveat against the land at any time before the date on which a separate Certificate of Title for the land issues from Landgate and in order to more effectively enforce this condition the Buyer hereby appoints the Seller the attorney of the Buyer to sign or execute for any on behalf of and as the act of the Buyer in breach of this Condition and to do all things necessary to lodge such withdrawal at Landgate at the cost of the Buyer.

- (c) The Seller has made every endeavour to provide accurate information to the Buyer in respect of the Land and the subdivision of which forms part. The Buyer acknowledges that some information and engineering detail is preliminary and may be subject to alteration. The Buyer acknowledges and agrees that there is no compensation payable by the Seller to the Buyer for any error or omission in the information supplied to the Buyer.

Signed by the parties

Buyer _____

Witness _____

Date _____

Seller _____

Witness _____

Date _____

Buyer _____

Witness _____

Date _____



“ANNEXURE D”

VIA VASSE ESTATE

Lot _____

FRONT GARDEN LANDSCAPING & AUTOMATIC RETICULATION, AND FENCING

Subject to the Buyer completing the construction of a dwelling in accordance with the Restrictive Covenants in Annexure A and the development conditions within eighteen (18) months from Settlement but not otherwise.

The Seller will:

- A. Procure for the Buyer the provision by a Contractor or Contractors nominated by the Seller of good quality water –sensitive landscaping and reticulation works to the front of the Property (inclusive of the laying of instant turf to a proportion of the area between the road kerb and the front and side (if a corner lot) boundary of the Property.
- B. Procure for the Buyer the provision and erection by a Contractor or Contractors nominated by the Seller, of boundary fencing at the Property in compliance with the Restrictive Covenants.
- C. Note that the benefit of reticulation, landscaping and fencing is available for original lot purchasers and is NOT TRANSFERABLE

Buyer _____

Buyer _____

Witness _____

Witness _____

Date _____

Date _____



“ANNEXURE E”

VIA VASSE ESTATE

BUYER ACKNOWLEDGEMENT INTERESTS AND NOTIFICATIONS ON TITLE & RECEIPT OF DOCUMENTS

Lot _____

If the Land is already a Lot as defined in the *Planning and Development Act 2005*, then the buyer agrees to purchase the Land subject to all sewerage and drainage or any other easements, restrictive covenants or title notification registered or to be registered on the Certificate of Title to the Land or otherwise affecting the Land.

The Buyer acknowledges that the following encumbrances are or will be registered on the Certificate of Title to the Property:

All Stage 9 Lots:

- Developer’s Estate Restrictive Covenants (Annexure A)
- Notification re Mosquitoes & Ross River Virus
- Notification re proximity of Busselton Airport
- Notification re site classification

Stage 9 Possum Corridor Lots:

- Peppermint Tree Restrictive Covenant: no removal or harming of existing peppermint trees within the rear 5m of the lot without the City of Busselton prior consent.

Lots 817, 818 and 1305:

- Quite House Design (House Package A) restrictive covenant
- Notification re traffic noise from future Busselton Outer Transport Corridor.

Lot 1305:

- Restrictive covenant: no access or egress to lot from Paterson Drive.

Buyer	_____	Buyer	_____
Witness	_____	Witness	_____
Date	_____	Date	_____



GST WITHHOLDING ANNEXURE 'F'

Name of Seller: Mary Donald Nominees Pty Ltd T/A DJ MacCormick Property Group

ABN of Seller: 96 126 176 094

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 excluding GST) \$ _____

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

INITIAL HERE

Buyer X

Buyer X



“ANNEXURE G”

VIA VASSE ESTATE

SITE LEVELS & RETAINING WALLS, STREET TREES & SERVICES

Lot _____

This Annexure forms part of the Contract. Words and expressions used but not defined in this Annexure have the same meaning as they are given in the Contract.

1. FINISHED SITE LEVELS & RETAINING WALLS

The Buyer acknowledges and agrees 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.

2. STREET TREES

The Buyer acknowledges and agrees that:

- (a) it is a requirement of the City of Busselton that the Seller install trees within the road verges of the Subdivision (**Street Trees**);
- (b) the Buyer is unable to select the species of Street Tree, the various species have already been decided by the Seller in consultation with the City of Busselton;
- (c) 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;
- (d) the Seller will install Street Trees at the time the Seller considers appropriate therefore 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;

INITIAL HERE

Buyer X

Buyer X



- (e) if a Street Tree has not been installed or requires replacing at the time the Buyer's front landscaping incentive package is implemented, the Seller will endeavour to install the Street Tree at the same time the Buyer's front landscaping is implemented and the Buyer agrees that the Street Tree can be irrigated via the Buyer's irrigation system installed as part of the package;
- (f) if for whatever reason the verge adjoining the Buyer's Land is fully landscaped by the Buyer without a Street Tree having been installed, the Seller will need to remove a section of the Buyer's verge landscaping to install the Street Tree;
- (g) should the Street Tree(s) be planted prior to the Buyer commencing construction of his/her dwelling on the Land:
 - i. the Buyer must instruct his/her builder to protect the Street Trees from damage during the construction of the dwelling and the Buyer must ensure the builder complies with this instruction;
 - ii. and the Street Tree(s) are damaged or removed during the construction of the Buyer's dwelling, the Street Tree(s) will be replaced by the Seller and the Seller may deduct the cost of replacing the Street Tree(s) from the Buyer's front landscaping incentive entitlement;
- (h) 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; and
- (i) 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.

Signed by the parties

Buyer	_____	Buyer	_____
Witness	_____	Witness	_____
Date	_____	Date	_____
Seller	_____		
Witness	_____	Date	_____