



Stage 19 Special Conditions

1. Deposit

The Seller or the Seller Agent is entitled to hold the Deposit as it sees fit and the Buyer is not entitled to any interest or any other money in relation to the Deposit by reason of it being held by the Seller or the Seller's Agent.

2. Transfer

The Buyer must cause a Transfer of the Property to be delivered to the Seller or to the Seller Agent not later than seven (7) days prior to the Settlement Date. If the Transfer is delivered to the Seller's Agent less than seven (7) days prior to the Settlement Date and if Settlement is delayed for that reason or for any other reason not the fault of the Seller, then the Buyer must pay to the Seller interest (which is deemed to accrue from day to day) computed at the Prescribed Rate from the Settlement Date to the date upon which Settlement actually occurs and clause 4.1 of the 2018 General Conditions (as amended by clause 17 of this Annexure A) is amended accordingly.

3. Outgoings

Clause 7 of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

7.1 Subject to clause 7.2 the Seller will pay all Outgoings up to the Settlement Date or the Possession Date (whichever is the earlier), from which date they are payable by the Buyer and will be apportioned if necessary. Any amount owing by one party to the other is to be paid or allowed at Settlement.

7.2 Land tax is to be apportioned on the basis that the Property is the only land of which the Seller is owner within the meaning of the Land Tax Act. Land Tax will be payable by the Seller up to the date upon which this Contract is signed by the Buyer. On that date Land Tax will be apportioned and thereafter is payable by the Buyer.'

4. Requisition on Title

- (a) Clause 16 of the 2018 General Conditions does not apply to this Contract.
- (b) The Buyer is not entitled to deliver any requisition on or objection to the title of the Seller and hereby unconditionally excludes the Buyer's right to do so.

5. Survey Pegs

The Seller is under no liability to ensure that survey pegs remain in their correct position or to replace them should they be moved or removed.

6. Dividing Fences

(a) The Buyer and the Seller agree that the Seller has no liability to the Buyer or any other person claiming through the Buyer including its successors in title to contribute to the cost of erecting or repairing any dividing fence whether under the *Dividing Fences Act 1961* (WA) or otherwise and the Buyer shall indemnify the Seller against any such claim.

(b) The Seller and the Buyer acknowledge that all dividing fences erected by the Seller on the Property are not necessarily on the boundaries of the Property and the Buyer acknowledges that the Buyer has no claim against the Seller if that is the position. Clauses 9.1(b) and 9.1(c) of the 2018 General Conditions are excluded from this Contract.

7. No Warranty or Representation

(a) Clause 9 of the 2018 General Conditions does not apply to this Contract.

(b) The Buyer acknowledges and admits that the Buyer relies solely on its own enquiries and warrants to the Seller that the Buyer has not been induced to enter into this Contract by reason of any express or implied statement, warranty or representation (whether oral, written or otherwise) given or made by the Seller or the Seller's Agent in respect of the Property or anything relating to or which could have an effect on the Property.

8. Prior Contract

(a) If, at the time this Contract is signed by the Seller, the Seller or the Seller Agent has accepted an earlier offer to purchase the Property ("the Prior Contract") the Seller will not be bound to proceed with this Contract.

(b) As soon as practicable after the Seller becomes aware of the Prior Contract, the Seller will give notice to the Buyer that this Contract has been terminated.

(c) If the Seller gives notice in accordance with special condition 7(b), the Deposit paid by the Buyer under this Contract must be promptly repaid to the Buyer and no Party will have any claim or right of action arising from the termination of this Contract.

9. Form of Contract

The Seller will only accept offers for the Property if the offer is made in the form of this Contract and the Buyer is not a government instrumentality.

10. GST

Clauses 18.1 to 18.3 of the 2018 General Conditions do not apply to this Contract and in their place the following is substituted:

'18.1 The Buyer and the Seller agree that the Margin Scheme is to be applied to this Contract. The Parties acknowledge that the consideration for the sale of the Property was negotiated on the basis that it includes GST, calculated on the basis that the Seller will choose to apply the Margin Scheme as provided for in Division 75 of the GST Act.'

11. Disclosure

The Buyer acknowledges that:

- (a) the Seller or shareholders / unitholders of the Seller may include Peet Limited ("Peet") and / or directors and employees of Peet; and
- (b) Peet Estates (WA) Pty Ltd, being a Seller Agent, may have a beneficial interest in the Seller.

12. Clause 24.18 – 2018 General Conditions

Clause 24.18 of the 2018 General Conditions is hereby specifically excluded and the rule in *Bain v Fothergill* applies to this Contract.

13. Subdivision

- (a) Clauses 13.3(a)(1) of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'13.3(a)(1) The Planning Commission endorsing approval on a Subdivision Plan within eighteen (18) months of the date of granting of approval to the subdivision referred to in clause 13.2(a) or the Contract Date, whichever is the later date.'

- (b) Clause 13.4 of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'13.4 The Seller must use its best endeavours to arrange for:

- a) the preparation of a Subdivision Plan including the Subdivision Lot; and
- b) that Subdivision Plan to be:
 - (1) lodged at Landgate; and
 - (2) endorsed In Order for Dealing;

as soon as practicable.'

14. Finance Clause

If clause 1 ("the Finance Clause") applies to this Contract:

- (a) the Finance Clause shall be deemed to have been satisfied upon Finance Approval being obtained even if the Financial Approval lapses or expires before the Settlement Date;
- (b) the Seller shall be under no obligation to agree to an extension to the Latest Time referred to in the Finance Clause; and
- (c) the reference to a 'mortgage broker' in the Schedule to this Contract shall be disregarded and the definition of 'Lender' in clause 1.9 of the Finance Clause shall be amended by deleting the words 'or mortgage broker' in paragraph (a) and the words 'or a mortgage broker carrying on business in Western Australia' in paragraph (b).

15. Encumbrances

The Buyer acknowledges that the Property is sold subject to the following Specified Encumbrances:

- (a) all reservations and conditions (if any) referred to in the certificate of title to the Property or which are reasonably apparent on visual inspection and all sewer mains (if any);
- (b) all resumptions, rights and encroachments (if any) now subsisting in respect of or over the Property;
- (c) easements, notifications and memorials noted or to be noted on the deposited plan;
- (d) any notification lodged in accordance with section 165 of the Planning and Development Act;
- (e) any other encumbrance including easement, restrictive covenant, notification memorial which is not specified in this Contract but may be required by a statutory authority as a condition of subdivision;
- (f) all notices or work orders (if any) now received or which may be in the future received in respect of or over the Property;
- (g) all rights (if any) acquired by adverse possession in respect of or over the Property;
- (h) all claims (if any) by indigenous persons whether by virtue of any law or otherwise;
- (i) all liability (if any) to maintain and contribute to the costs of fences, underground power, sewerage and other liabilities and incidents of tenure affecting the Property; and
- (j) the obligations contained in this Contract.

16. Dimensions

The Buyer acknowledges that it is fully aware that all dimensions, areas, boundaries and other features of the Property and the area, level and location of all services in relation to the Property shown at the Contract Date are approximate only and are subject to confirmation.

17. Seller not liable

Except in the case of fraud or misrepresentation by the Seller or the Seller Agent, the Seller is not liable for any loss, damage, cost or expense (including, but not limited to, the increase in the money payable in any other agreement entered into by the Buyer concerning the Property) loss of profits or economic loss sustained by the Buyer, in any way arising out of the timing for the issue of a separate certificate of title for the Property Lot, the timing of the availability of services, the timing for Settlement or anything else referred to in this special condition.

18. Interest

(a) Clause 4.1(a) of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'(a) If for any reason not attributable to the Seller, Settlement is not completed on the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:

- (1) the balance of the Purchase Price; and
- (2) any other money payable at Settlement,

at the Prescribed Rate.'

(b) Clause 4.2 of the 2018 General Conditions does not apply to this Contract.

(c) In clause 4.3 of the General Conditions, the words:

- (i) 'and compensation allowable under clause 4.2' in the first paragraph; and
 - (ii) 'or compensation',
- are deleted.

(d) Clause 4.4 of the 2018 General Conditions does not apply to this Contract.

(e) In the definition of 'Prescribed Rate' in clause 26.1 of the 2018 General Conditions, the reference to 9% per annum is replaced with 12% per annum.

19. Caveat

The Buyer must not, before the issue by Landgate of a separate certificate of title for the Property, lodge any caveat against the title to the Original Land or any part of the Original Land to protect the Buyer's interest under this Contract.

20. Possession and Rent

Clauses 6.3 to 6.10 (inclusive) of the 2018 General Conditions do not apply to this Contract.

21. Notices

A Notice may be given by the Seller Agent under clause 21 of the 2018 General Conditions and will be treated for all purposes as if the Notice had been given by the Seller.

22. Lot Variations

(a) The Buyer acknowledges that the Property is currently under construction and the dimensions, area, level, fence type, extent and position of retaining walls, and location of services, street lights and street trees may vary from the Lot Diagram annexed to this Contract as Annexure M ('the Lot Diagram').

(b) The Buyer shall make no objection to, nor shall the Buyer have any claim for compensation in respect of, any variation to the dimensions, area, boundaries or description of the Property from that appearing in the Lot Diagram where the area of the Property on issue of the certificate of title is not less than 95% of the approximate area shown on the Sales Plan or exceeds the approximate area shown on the Lot Diagram or where levels, fence type, extent and position of retaining walls, location of services, street lights and street trees may vary from the Lot Diagram.

(c) If the area of the Property on issue of the certificate of title to the Property is less than 95% of the approximate area shown on the Lot Diagram, the Buyer shall be entitled to one of the following options:

- (i) on Settlement, the Buyer shall be allowed a pro rata reduction of and credit against the Purchase Price calculated per square metre of the total deficiency in area in full and final settlement and satisfaction of any and all claims or actions the Buyer has or would have but for this condition in respect of all variations from the Lot Diagram; or
- (ii) at least twenty one (21) days prior to the Settlement Date the Buyer shall have the right to terminate this Contract by notice in writing to the Seller.

(d) If this Contract is terminated by the Buyer under special condition 21(c)(ii), the Seller will repay the Deposit and all other moneys (if any) paid by the Buyer to the Seller under this Contract without deduction and upon repayment this Contract will cease to have effect and neither part shall have any claim of any nature against the other.

(e) If a building envelope is required by the local authority and is indicated on the Lot Diagram, the Buyer acknowledges and accepts that:

- (i) the building envelope indicated on the Lot Diagram is an approximate only;

- (ii) that the Buyer shall make their own investigations into the location and extent of the building envelope and
- (iii) the Buyer shall have no claim against the Seller for any variation to the dimensions, area or description of the building envelope from the Lot Diagram.

23. Assignment

Clause 26.5(a) of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'26.5(a) The Seller must comply with each obligation of the Seller under the Contract and the Buyer must:

- (1) comply with each obligation of the Buyer under the Contract; and
- (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the Seller.'

24. Novation

If the Seller assigns or otherwise transfers its interest in the Land to a third party (**New Seller**) before Settlement then:

- (a) the Seller is released from its obligations under the Contract arising after the date of that assignment or transfer;
- (b) the covenants under the Contract of the Buyer are novated to the New Seller; and
- (c) if required by the Seller but without affecting the novation under subclause (b), the Buyer must enter into:
 - (i) any agreement required by the Seller to enable the New Seller to enforce the Buyer's obligations under the Contract; and
 - (ii) if applicable and without limiting subclause (c)(1), a deed with the New Seller and any other person required by the Seller varying the Contract to insert into the Contract the New Seller's usual provisions limiting its liability (if applicable),

which documents will be in a form required by the Seller and the New Seller and prepared by the Seller at the Seller's cost.

25. Dispute Resolution

- (a) Unless this Contract provides otherwise, if at any time any dispute or differences arises between the Seller and the Buyer in respect of any of the matters contained in this contract such dispute or difference will be referred to a single arbitrator to be appointed in accordance with the provisions of the Commercial Arbitration Act 1985 as amended.

- (b) For the purposes of Section 20 of the Commercial Arbitration Act 1985 each party will be entitled to legal representation in such proceedings.
- (c) The arbitrator's decision will be final and binding on the parties.
- (d) The arbitrator's costs will be borne equally by the parties.

26. Misdescription

Clauses 15.2, 15.4, 15.4 and 15.5 of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'15.2 An error or misdescription of the Property will not:

- (a) entitle the Buyer to terminate the Contract;
- (b) result in any right for the Buyer to delay Settlement; or
- (c) result in any to claim compensation from the Seller or the Seller Agent.'

27. Third Party Referral

The Buyer acknowledges that:

- (a) the Seller may have provided a fee to a builder or another third party ("the Referrer") for the promotion of the sale of the Property or for the referral of the Property to the Buyer;
- (b) the Referrer is not an agent of the Seller or the Seller Agent;
- (c) the Buyer has not been induced to enter the Contract by reason of any representation made by the Referrer;
- (d) the Buyer has relied entirely upon its own enquiries and opinion of the Property as to the suitability of the Property for the Buyer's purposes; and
- (e) the Seller and the Seller Agent are not liable for any alleged statement, warranty, inducement or representation made or alleged to have been made by the Referrer to the Buyer about the Property.

28. Buyer's acknowledgements

The Buyer acknowledges and agrees that, upon Settlement or possession, whichever occurs later:

- (a) the Buyer takes responsibility for the Property including, repairs, maintenance and keeping the Property free of rubbish and debris;
- (b) it is the Buyer's responsibility to inspect the Property to ensure they are satisfied and inform the Seller or the Seller Agent in writing of any matters that are unsatisfactory prior to Settlement or possession, whatever occurs later; and

- (c) upon Settlement or possession the Buyer is deemed to be satisfied with the Property and shall have no claim against the Seller in relation to repairs or maintenance of the block, including but not limited to retaining wall and stair installation or repairs, location of services, the levels of the Property, the extent or repairs of fencing or gates and any clearing of debris, rubbish or plant matter.

29. Dust, Sand and Noise

The Buyer acknowledges and accepts that:

- (a) lots forming part of the Burns Beach Estate (**Estate**) may still be under construction after Settlement;
- (b) the Property may be affected by the emission of dust, sand, vibration, rubbish and noise associated with works on the Original Land and/or land adjoining the Original Land; and
- (c) the Buyer will have no right to terminate the Contract, delay or defer Settlement or claim compensation from the Seller or the Seller Agent in relation to such development works or for any nuisance resulting from the emission of dust, sand, vibration, rubbish and noise.



Stage 19 Protective Covenants

1.0 Protective Covenants Relating to The Property

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the Protective covenants to be imposed by the Seller as set out below.

1.1 Land Use

- (a) The Buyer must not raise the finished ground level of the Lot by more than 200mm without the prior written approval of the Seller and the City of Joondalup.

1.2 House Size

The Buyer must not construct or permit to be constructed on the Property any house unless:

- (a) at the front building line, the house is set back from each side boundary no further than 1.5m. Approval of setbacks from a side boundary at the front building line of greater than 1.5m is at the discretion of the Seller.
- (b) the house comprises not less than 2 storeys for lots with an area less than 400m².
- (c) the house has a minimum Floor Area (as defined in Clause 2) of 180m² for lots with an area less than 400m².

1.3 Building Materials

The Buyer must not construct or permit to be constructed on the Property any house unless:

- (a) all external walls (excluding windows) are constructed with bricks or masonry or limestone finished face work or painted render or rammed earth. Approval of other materials is at the discretion of the Seller;
- (b) roofs are covered with tiles or colourbond (no zincalume); and
- (c) roofs are pitched at an angle of not less than 25 degrees or greater than 42 degrees unless it is demonstrated to the Seller's satisfaction the merit of the design of low mono pitched skillion or flat roofs.

1.4 Parking

The Buyer must not construct or permit to be constructed on the Property any house unless:

- (a) the house contains a garage making provision for parking of not less than two motor vehicles, side by side;

- (b) a driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the house;

- (c) the driveway and crossover are constructed of paved materials using brick or block paving or reconstituted limestone/concrete but not standard broom finished in situ concrete or grey slabs;

- (d) the garage is fitted with a segmented panel lift, roller or 'tilta' door to ensure security;

- (e) the house contains a store room with a minimum area of 4m² provided under the main roof of the house or garage and accessible from the exterior or within the garage area; and

- (f) the buyer does not park or allow to be parked on the Lot or on the road or on any other Lot near or next to the lot any commercial vehicles including but not limited to trucks, utilities or private or commercial caravans, trailers, boats or any other mobile machinery (**commercial vehicles**) unless such vehicles are housed or contained within a carport or garage on the Lot or screened behind the building line or unless when used during the normal course of business by a visiting tradesperson.

1.5 Sheds/Outbuildings

The Buyer must not construct or permit to be constructed or bring on to the Property any outbuilding (including any detached garage, workshop, garden shed, storage shed or other outbuilding) which exceeds 20m² in Floor Area or more than 2 metres in height above the natural surface level of the Property or that is visible from any public road reserve or open space unless constructed in the same materials as the house or houses (as the case may be) on the Property.

1.6 Fencing

Side and rear boundaries must be fenced and gates must be constructed in complementary material.

The Buyer must not construct or permit to be constructed on the Lot:

- (a) any side or rear boundary fence abutting any public open space, public reserve or road reserve unless such fence is constructed of proprietary brand colorbond metal fencing in the colour 'Domain', limestone, painted or rendered masonry or the same brick as any

house on the property and is not less than 1.72 metres high;

- (b) any dividing fence, unless such fence does not project past the building line and is constructed of capped Hardifence, limestone, painted or rendered masonry, the same brick as any house on the property or proprietary brand colorbond metal fencing in the colour 'Domain' or other similar material at a height of 1.8 metres;
- (c) any front fence or dividing fence forward of the front building line unless such a fence is constructed of limestone, painted or rendered masonry or the same brick as any house on the property with a maximum height of 1.3 metres in filled with solid walls in complementary material or visually permeable panels to a maximum height of 1.2 metres;
- (d) in the case of a corner lot any corner truncation boundary fencing unless it is constructed of limestone, painted or rendered masonry or the same brick as any house on the property with a maximum height of 1.3 metres in filled with solid walls in complementary material or visually permeable panels to a maximum height of 1.2 metres;
- (e) subject to item 1.6(d) any fencing on the balance of the secondary street boundary unless the fence is constructed of limestone, painted or rendered masonry or the same brick as any house on the property with a maximum height of 1.8 metres with solid infill panels in complimentary material or square topped timber palisades with a maximum height of 1.72 metres;
- (f) any fencing with colorbond, capped metal, corrugated fibre cement, brushwood, timber top fencing on the secondary street boundary; and
- (g) The Buyer must not take or permit any action to be taken to remove, alter, mark, or remove any wall or fence constructed by the Seller (unless additional blocks are required to be added to a retaining wall) on or about any of the boundaries of the Property, not to permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, not to permit any roots or any tree, plant or building or other thing on the Property to cause such wall or fence to become structurally unsound and not to repair or renew such wall or fence except in the same style and colour and the existing wall and fence.

1.7 Landscaping

The Buyer must not permit garden areas on the Property and within public view to remain unlandscaped after six months of occupation of any house on the Property, including adjoining road verges.

1.8 Vehicle Repairs

The Buyer must not carry out or permit to be carried out on the Property any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any

other vehicle unless screened from public view at all times.

1.9 Submission of Plans for Approval

The Buyer must not commence carry out erect construct or alter any development on the Property without plans and specifications (including finishes schedules) being first submitted to and approved by the Seller and compliance with any condition (consistent with the covenants) imposed by the Seller in giving the approval.

1.10 Appearance

- (a) The Buyer must not permit any rubbish disposal containers on the Property to be in front of the building line except on days allocated by the local authority for rubbish collection from the Property.
- (b) The Buyer must not permit clothes hoists to be visible from any public street or thoroughfare.
- (c) The Buyer must not permit any satellite dish to be visible from any public street or thoroughfare.
- (d) The Buyer must not permit TV antennas to exceed 1 metres above the roof line.
- (e) Any air-conditioning must be of similar colour to the roof. Solar hot water units to match the profile of the house.
- (f) Letterbox to be clearly numbered and complimenting the house.
- (g) The Buyer must not permit any "for sale" sign to be erected on the Property until construction of the dwelling is at the lock up stage or later.

1.11 Services

- (a) Where the Lot is provided with an easement for the connection of water, gas and electrical services, install any meters unless they are contained within the easement area with screening or other architectural treatment to be integrated into the landscaping or building design; and
- (b) Permit installation of any waste/vent pipes, Refrigerant lines and cable ducts unless they are Built into walls and not visible from the street.

1.12 Secondary Street Elevations

In case of a corner Lot, permit the front portion of the secondary street elevation to be unarticulated or feature an unsuitable level of detail (including windows to habitable rooms which is inconsistent with that of the primary street elevation).

2. Floor Area

'Floor Area' means the area between the external walls of the house (inclusive of the garage) but excluding the alfresco area or outdoor patio.

3. Time Limit

The above Protective covenants shall expire and cease to have effect from and including 31 December 2025.

4. Purchaser's Acknowledgment

- 3.1 The Buyer must make its own enquiries about the impact of the Protective Covenants imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the Protective Covenants prior to the Contract Date.
- 3.2 The Buyer acknowledges that the burden of the Protective Covenants in this annexure runs with the Land for the benefit of every other purchaser of land in the Burns Beach Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.
- 3.3 The Buyer acknowledges that each Protective Covenant is separate from the other and therefore if any Protective Covenant becomes invalid or unenforceable then the remaining Protective Covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.
- 3.4 The Buyer acknowledges that the Protective Covenants will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent.



Stage 19 Landscaping, Reticulation and Fencing Bonus Offers

The Seller hereby agrees to provide, at the Seller's expense landscaping, reticulation and fencing, as follows:

1. Front Landscaping Bonus (Landscaping Bonus)

- 1.1. "Winter Green" or similar instant roll on turf to the front garden forward of the building line but within the Property boundaries.
- 1.2. Landscaping treatment to the verge area (unless previously provided) between the public street boundary and the back of the road kerb of the Seller's absolute discretion and determined by the streetscape approval as agreed between the Seller and the Local Authority. Possible treatments could include Mulch, Mulch and shrubs or "Winter Green" or similar instant roll on turf.
- 1.3. Mulch or similar to garden bed areas.
- 1.4. An irrigation system limited to service the front garden forward of the building line, verge tree and verge area (where applicable) either supplied from the purchasers mains water supply or where the verge irrigation has been installed by the seller as part of the overall streetscape the verge irrigation only may be connected to a water supply controlled by the Local Authority.
- 1.5. An assortment of shrubs.
- 1.6. A Street tree (unless previously provided). The species will be in accordance with the Estate street tree master plan.

2. Side and Rear Fencing Bonus (Fencing Bonus)

- 2.1. In relation to all lots described in clause 1 of this Annexure C, the Seller hereby agrees to provide, at the Seller's expense, the supply and erection of Colorbond fencing to the side and rear boundaries of the Property, except to areas forward of the building line (**Fencing**).
- 2.2. Where a side boundary of the Property abuts a public street or laneway, the Seller hereby agrees to provide, at the Seller's expense, the supply and erection of a fence constructed of:
 - 2.2.1. "500x500mm wide x 1800mm high masonry piers with 100mm wide x 1720mm high brick infill panels" from the truncation for the remainder of the boundary; and
 - 2.2.2. from the truncation to the building line "500x500mm wide x 1800mm high masonry piers with 100mm wide x 1200mm high brick infill panels infilled with 500mm visually permeable fencing".

- 2.3. The designated colour for the Colorbond fence is to be 'domain'.

3. Terms & Conditions

- 3.1 The Landscaping Bonus and Fencing Bonus offers are subject to and conditional upon the Buyer:
 - (a) not transferring the Property to a third party prior to installation of the Landscaping and Fencing Bonus;
 - (b) accepting that the extent and amount of any bonus offer shall be determined by the Seller whose decision shall be final;
 - (c) accepting that the bonus offer is not redeemable for cash or any other product or service;
 - (d) completing construction of and occupying the house on the Property within 24 months from the Settlement Date;
 - (e) not breaching any of the Restrictive Covenants as set out in Annexure B of this Contract;
 - (f) having received approval of the house plans and specifications from the Seller prior to commencement of construction;
 - (g) The buyer giving the Seller 8 weeks' notice prior to the desired installation dates; and
 - (h) Requesting commencement of the works within 2 months of occupation of the dwelling.
- 3.3 The Landscaping Bonus offer is also subject to and conditional upon the Buyer:
 - (a) removing all rubbish and rubble and levelling the area to be grassed and reticulated in preparation for the landscaping works to commence;
 - (b) ensuring the final level of the soil is approximately 40 mm (1.5") below the top of that hard area, where the proposed turfed area meets the kerb, driveway or path;

- (c) installing a 90mm PVC stormwater pipe beneath the driveways, offset 4m from the front of the carport/garage for Properties where vehicle access is not from a rear laneway, to assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system;
- (d) accepting that the bonus offer can only be used to landscape the front garden and street verge and cannot be exchanged for landscaping any other area;
- (e) accepting that the bonus offer is for soft landscaping and reticulation and does not include any hard landscaping works such as paving, retaining walls, rockeries, etc;
- (f) providing the landscaping contractor a copy of the Property site plan to assist with the landscape design consultation;
- (g) allowing a street tree as per Clause 1 (1.6) to be installed centrally in the front verge; and
- (h) accepting that any landscaping installed by the seller on the verge area once installed becomes the responsibility of the buyer to maintain as per the Local Authority's verge policy.

1m visual truncation to the garage opening when the fence is located within 1 m of the garage opening.

3.4 The Fencing Bonus offer is also subject to and conditional upon, the Buyer:

- (a) removing all rubbish and rubble and levelling the area to be fenced;
- (b) ensuring that all survey pegs are in place;
- (c) obtaining the adjoining property owner's acceptance that the dividing fence will not necessarily be exactly on the boundary and in the case where there is retaining wall erected by the Seller on or near the boundary the dividing fence will be erected on the centreline of the retaining wall projected for the entire length of that boundary;
- (d) Should there be a difference in level on the boundary to be fenced the Buyer either removing the soil or providing a suitable retaining wall at their own cost;
- (e) The purchaser acknowledging and accepting in the case of a corner block where masonry fencing is installed by the seller it will be installed as per the City of Joondalup's specification, entirely inside of the Lot boundary;
- (f) The purchaser acknowledging and accepting in the case of a corner block where masonry fencing is installed by the seller it will be installed as per the City of Joondalup's specification, entirely inside of the Lot boundary; and
- (g) The purchaser accepting that as per the Burns Beach Structure plan rear laneway fencing must be truncated at a 45deg angle to provide a 1m x



Stage 19 Retaining Walls, Fences, Site Works & Site Conditions

1. Retaining Walls & Fences

1.1 The Buyer acknowledges and agrees that:

- (a) there may exist retaining walls and/or fences within the boundaries of the Property;
- (b) the Buyer has satisfied itself as to the location of the retaining walls or fences and any building restrictions that may result from the positioning of such retaining walls and/or fences;
- (c) the Seller and/or the Seller's Agent does not guarantee that any retaining walls or fences constructed or to be constructed are or will be exactly positioned on the boundaries of the Property;
- (d) any fencing that is constructed upon the retaining walls (if any) will be constructed on the centreline of the retaining wall projected for the entire length of the boundary and may not be exactly positioned on the boundaries of the Property; and
- (e) by executing the Contract, acknowledges that it has satisfied itself as to the positioning of the retaining walls and fences (if any) and hereby waives all rights, interest and legal claims it may have against the Seller or the Seller's agents in relation to any land that is part of the Property but separated from the Property due to the positioning of the retaining walls (if any) and consequently the fencing constructed upon the retaining walls.

1.2 The Buyer agrees to obtain independent advice from a certified Structural Engineer before:

- (a) any variation to the lot or retaining wall levels;
- (b) the construction of a swimming pool in any proximity to a retaining wall; and
- (c) installation of boundary fencing.

1.3 The Buyer acknowledges and agrees that for Traditional Lots as shown on the Lot Diagram in Annexure M that the retaining walls have been designed to accommodate the load from a single storey home with a 1 metre setback and a double storey home with a 1.5 metre setback.

1.4 The Buyer acknowledges and agrees that for Cottage/Parkland lots as shown on the Lot Diagram in Annexure M that when building adjacent a retaining wall on the designated zero side setback boundary that as shown on Attachment 1:

- (a) The retaining wall has been designed to accommodate a single storey dwelling immediately behind the top of the retaining wall with a nominal 75mm setback to the top retaining block and a two storey dwelling with a 1500mm setback from the face of the retaining wall.
- (b) where the building is built adjacent to the bottom of the retaining wall, the retaining walls have been designed to accommodate the load from the dwelling's ground floor with a nominal 30 millimetre building setback from the retaining wall (with the gap to be sealed against debris infiltration and the masonry wall to be treated with an approved damp proofing agent to architect details) and a second storey with a 1.5 metre setback.

1.5 The Buyer acknowledges that the installation of 1.8m high metal fencing on top of the limestone retaining walls requires either:

- (a) 650mm x 600mm x 500mm concrete blocks installed to the rear of the walls for each fence post, attached to the wall via dowels, with posts at a spacing no greater than 2.4 metres, and embedded to a depth of at least 600mm in the wall; or
- (b) posts at a spacing no greater than 2.2 metres, central in a limestone block in the third course from the top of the wall, not within 1000mm of a control joint, embedded to a depth of at least 990mm in the wall, and epoxied into place using a non-shrink flowable grout.

1.6 The Buyer agrees with the Seller that boundary fences will only be installed by a reputable builder or fencing contractor in accordance with the certified Structural Engineer's specification.

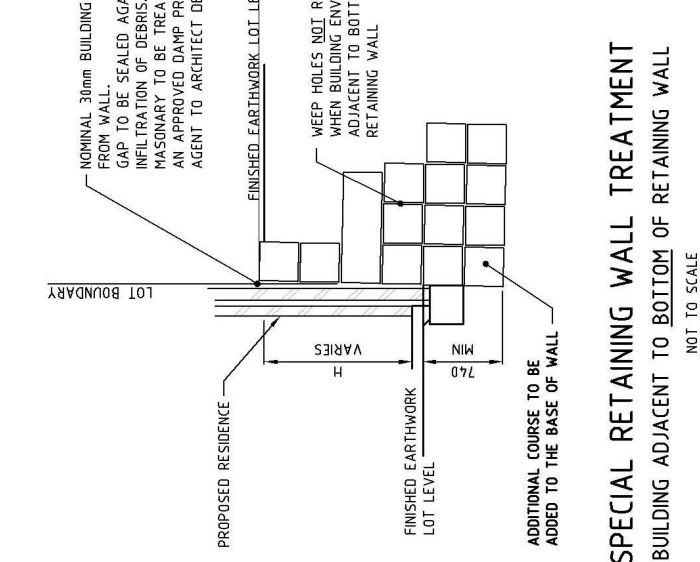
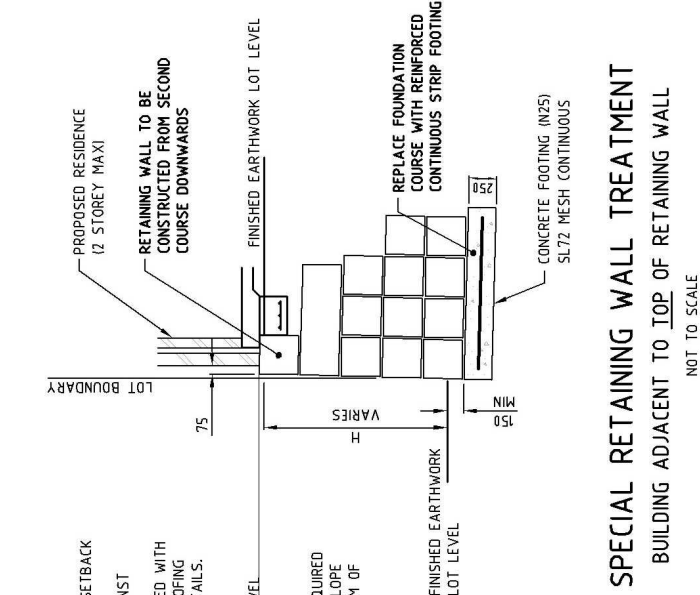
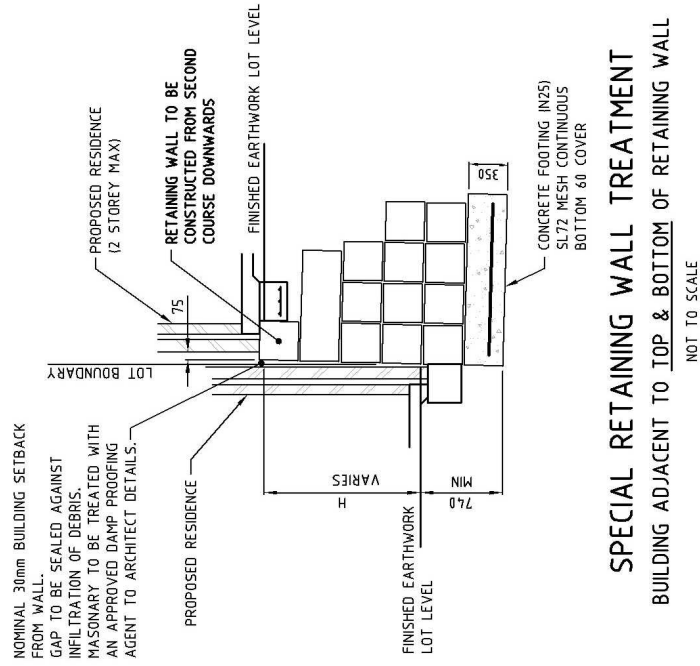
2. Site Works

- 2.1 The Buyer acknowledges that the Seller will not provide any retaining walls in addition to those constructed or under construction by the Seller at the time of Settlement.
- 2.2 The Buyer acknowledges that the Property may require additional site works to accommodate a residence and agrees with the Seller that these additional costs will be at the Buyer's expense and to consult their builder or contractor to determine site levels, additional retaining walls (if necessary), and associated costs.
- 2.3 The Buyer acknowledges that the Property may require additional site works and/or retaining walls to accommodate boundary fencing and/or boundary walls (including those provided by Peet and its contractors in accordance with Annexure C) and agrees with the Seller that these additional costs will be at the Buyer's expense and to consult their builder or contractor to determine site levels, additional retaining walls (if necessary), and associated costs.
- 2.4 The Buyer agrees that stormwater disposal will be directed at least 3 metres away from building areas to minimise risk of localised settlement.
- 2.5 The Buyer acknowledges that it is the responsibility of the Buyer to ensure that the structural design of the buildings and associated structures including retaining walls and swimming pools is suitable for the site conditions applicable to the Property.

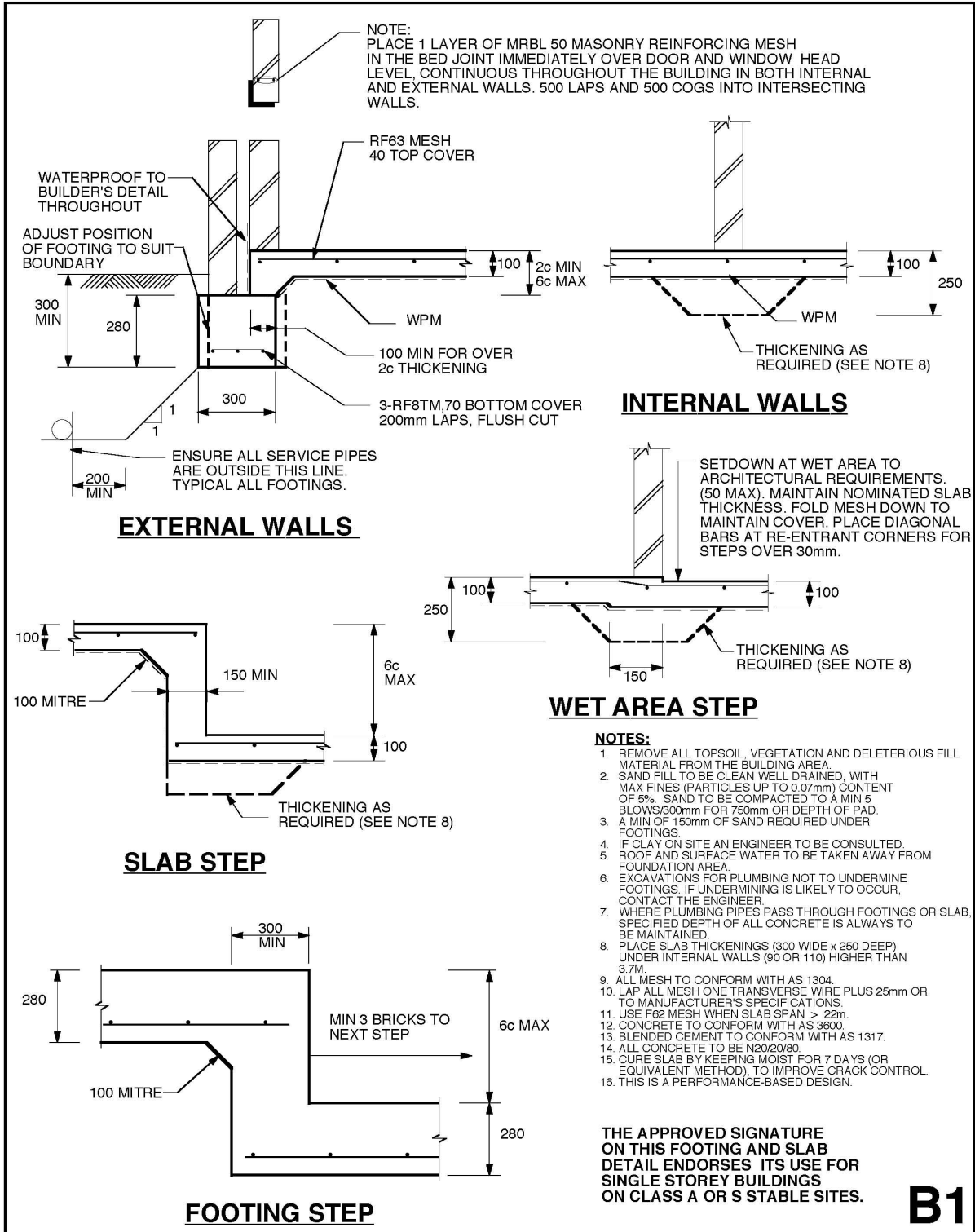
3. Site Conditions

- 3.1 The Buyer acknowledges that preliminary site investigations by Seller geotechnical engineer has indicated that the soil classifications for the lot is likely to be Class 'A' - modified for Western Australian conditions, or Class "A" – not modified for Western Australian conditions. The Buyer also acknowledges that the final soil classifications for the property can not be determined by the Seller's geotechnical engineer until near the end of construction, after the retaining walls have been constructed and backfilled, and may vary from the preliminary results advised above.
- 3.2 The Buyer acknowledges that Coffey Consulting Chartered Engineers have advised that lots shown on the site classification plan as having a Class 'A' soil classification in accordance Australian Standard AS 2870-1996 'Residential Slabs and Footings' would generically require Structerre's standard footing detail B1 (**Attachment 2**) for the loading under a proposed single storey structure.
- 3.3 The Buyer agrees that at the Buyers cost and prior to construction of a structure on the Property it is to be individually assessed by a structural engineer and a footing detail issued specifically for the site.
- 3.4 The Buyer acknowledges that they should consult their builder or contractor to determine if additional site works are required and the associated costs.

ANNEXURE D Attachment 1



ANNEXURE D Attachment 2



- NOTES:**
1. REMOVE ALL TOPSOIL, VEGETATION AND DELETERIOUS FILL MATERIAL FROM THE BUILDING AREA.
 2. SAND FILL TO BE CLEAN WELL DRAINED, WITH MAX FINES (PARTICLES UP TO 0.07mm) CONTENT OF 5%. SAND TO BE COMPACTED TO A MIN 5 BLOWS/300mm FOR 750mm OR DEPTH OF PAD.
 3. A MIN OF 150mm OF SAND REQUIRED UNDER FOOTINGS.
 4. IF CLAY ON SITE AN ENGINEER TO BE CONSULTED.
 5. ROOF AND SURFACE WATER TO BE TAKEN AWAY FROM FOUNDATION AREA.
 6. EXCAVATIONS FOR PLUMBING NOT TO UNDERMINE FOOTINGS. IF UNDERMINING IS LIKELY TO OCCUR, CONTACT THE ENGINEER.
 7. WHERE PLUMBING PIPES PASS THROUGH FOOTINGS OR SLAB, SPECIFIED DEPTH OF ALL CONCRETE IS ALWAYS TO BE MAINTAINED.
 8. PLACE SLAB THICKENINGS (300 WIDE x 250 DEEP) UNDER INTERNAL WALLS (90 OR 110) HIGHER THAN 3.7M.
 9. ALL MESH TO CONFORM WITH AS 1304.
 10. LAP ALL MESH ONE TRANSVERSE WIRE PLUS 25mm OR TO MANUFACTURER'S SPECIFICATIONS.
 11. USE F62 MESH WHEN SLAB SPAN > 22m.
 12. CONCRETE TO CONFORM WITH AS 3600.
 13. BLENDED CEMENT TO CONFORM WITH AS 1317.
 14. ALL CONCRETE TO BE N20/20/80.
 15. CURE SLAB BY KEEPING MOIST FOR 7 DAYS (OR EQUIVALENT METHOD), TO IMPROVE CRACK CONTROL.
 16. THIS IS A PERFORMANCE-BASED DESIGN.

THE APPROVED SIGNATURE ON THIS FOOTING AND SLAB DETAIL ENDORSES ITS USE FOR SINGLE STOREY BUILDINGS ON CLASS A OR S STABLE SITES.

B1

PROJECT :	STRUTTERE CONSULTING ENGINEERS Zemla Pty Ltd (acn 008 966 283) as Trustee for the Young Purich and Higham Unit Trust trading as Struttere CHARTERED PROFESSIONAL ENGINEERS CIVIL AND STRUCTURAL DESIGN CONSULTANTS 10 GIBBERD ROAD, BALCATT A W.A. 6021 TEL 9345 3566 FAX 9345 1084	
CLIENT :	SCALE 1 : 20 DATE	APPROVED



Stage 19 Advice to Buyers Purchasing Lots “Off The Plan”

The Buyer acknowledges that the Buyer is signing a Contract for the purchase of what is described in this Contract as 'the Property'. Currently, the Property is not yet a separate Lot with its own certificate of title. However, the Seller has received from the conditional approval from the Planning Commission to the subdivision required to create the Property as a separate Lot.

Also, the physical construction of the Property as a separate Lot may not yet be complete and may not be complete at Settlement. For example: all retaining walls and roads may not be completed and drainage, water supply and sewerage may not yet be reticulated to the Property.

The Buyer acknowledges that:

- the separate certificate of title for the Property may not be issued for quite some time; and
- the separate certificate of title may issue and you may be required to settle the purchase of the Property before the physical construction of the Property as a separate Lot is complete.

Issue of the separate Certificate of Title – Timing

The Seller or the Seller’s Agent may have been given the Buyer an estimate of the likely or possible time it will take for the separate certificate of title to issue to the Property.

The Buyer acknowledges that any date which the Buyer has been advised as being the date by which the separate certificate of title will be issued is an estimate only. In making the Buyer’s plans for the Property (for example: raising finance or entering into a building contract to build a home), the Buyer needs to take into account the fact that the actual timeframe for the issue of the separate certificate of title may be significantly shorter or longer than the estimated date given to the Buyer – maybe even by a period of months, in some cases. The reason for this is that there a number of things which need to happen in order for a separate certificate of title for the Property to issue and a number of these things are beyond the Seller’s direct control.

The Buyer should ask the Seller or the Seller’s Agent to keep the Buyer up to date regarding the timing of the issue of the separate certificate of title. Once again, any estimate by or on behalf of the Seller of the likely date for the issue of a separate certificate of title is just that: an estimate. The Seller or the Seller’s Agent will not be responsible for any loss the Buyer may incur if the separate certificate of title is not issued by the estimated date.

Physical construction of the Property as a separate Lot

If the Buyer is planning to start building a house on the Property shortly after Settlement, the Buyer acknowledges that one of the things which is NOT a requirement for the issue of the separate certificate of title is the completion of the physical construction of the Property as a separate Lot.

The fact that, at Settlement, physical construction of the Property may not be complete may cause delays in construction of the Buyer’s house. As some house building contracts contain provisions for price increases over time, the delays in house construction resulting from the fact that the physical construction of the Property as a separate Lot has not been completed may cause the cost of constructing a house on the Property to increase. The Buyer should consider this carefully before entering into the building contract as the Seller will not be responsible for any building price increases as a result of any delays in completing the physical construction of the Property.

Please note that this Annexure is advisory in nature only and is provided as a courtesy, the Buyer. It is merely a guide intended to help the Buyer to understand some of the important issues concerning the purchase of the Property and, in particular, the timing for Settlement. The Annexure does not modify, negate or alter in any way any of the conditions of this Contract including, without limitation, Annexures A to M or the 2018 General Conditions. The Buyer should not rely on this Annexure as a substitute for reading this Contract or obtaining independent legal advice in respect of any matters you are unsure of. The Buyer should not sign this Contract until the Buyer has obtained its own independent legal advice and, as a result, is satisfied that the Buyer understands the matter in question.



Stage 19 Memorials, Advice, Notifications & Acknowledgements

1. Buyer Acknowledgements

- (a) The Buyer acknowledges and agrees that upon Settlement:
- (i) The Buyer assumes all responsibility for the Property including repairs, maintenance and keeping the Property free of rubbish and debris;
 - (ii) it is the Buyer's responsibility to maintain the entirety of the portion of the verge adjacent to the Land and between the pedestrian path (if any) and kerb in accordance with the requirements of the City of Joondalup or any other relevant Authority;
 - (iii) the Buyer must ensure that any damage caused to the verge, verge landscaping, reticulation, road, kerb or footpath adjoining the Property is rectified as soon as possible after the damage has occurred; and
 - (iv) the Buyer is deemed to be satisfied with the Property and adjacent verge and shall have no claim against the Seller in relation to repairs and maintenance, including but not limited to footpath, kerb, verge, retaining wall and stair installation or repairs, location of services or preinstalled conduits, site levels, extent or repairs of fencing or gates and any clearing of debris, rubbish or plant matter.
- (b) The Buyer acknowledges and accepts that it is the Buyer's responsibility to inspect the Property and adjacent verge area and inform the Seller or the Seller Agent in writing of any matters that are unsatisfactory prior to Settlement.

2. Bushfire Management

The Buyer acknowledges and accepts that if the Property is identified as BAL rated:

- (a) the Property is within an area of potential bushfire risk and is subject to a Fire Management Plan to the satisfaction of the Department of Fire and Emergency Services and the City of Joondalup (**Fire Management Plan**);
- (b) the Planning Commission requires a Title Notification to be placed on the Certificate of Title for lots with a BAL rating of 12.5 or higher (**BAL Rating**) as identified in the Fire Management Plan. The Certificate of Title for the Property may be encumbered by the following Title Notification:

"This land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner. Additional planning and building requirements may apply to development on this land."; and
- (c) the Buyer has made their own investigations, and has satisfied itself, regarding:
 - (i) the impact that the matters in this clause 3 may have on the Buyer's use and enjoyment of the Property; and
 - (ii) the extent of building requirements or restrictions and associated costs as a result of the BAL rating; and
- (d) without limiting clause 5 of this Annexure, the Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation in relation to:
 - (i) the requirements imposed by the Fire Management Plan;
 - (ii) restrictions on the development and use of the Property as a result of the requirements imposed by the Fire Management Plan; or
 - (iii) the effect of the Property having a temporary or permanent BAL rating (including a BAL rating of 12.5 or higher) on, among other things, the cost of constructing a dwelling on the Property.

3. Further Development

The Buyer acknowledges and agrees that:

- (a) The Seller intends to subdivide the original land in stages, and accordingly from time to time, the Seller may undertake works in the vicinity of the Property which may generate noise, vibration, rubbish, sand and dust;
- (b) The Buyer shall have no claim whatsoever (for compensation or otherwise) against the Seller or the Seller's agent in relation to carrying out of any such works;
- (c) The Seller makes no representation or warranty as to the subdivision of future stages of the original land, and will not be liable to the Buyer, and the Buyer will have no claim whatsoever (for compensation or otherwise) against the Seller if the Seller fails to complete the subdivision of other stages of the original land; and

- (d) The Buyer must not make any objection to any future subdivision applications which may be lodged by the Seller or the Seller's agent for approval with any Authority.

4. No Claim

The Buyer must not, in relation to any factor or matter the subject of an acknowledgement by the Buyer in this Annexure, refuse to settle this Contract, delay Settlement or claim any compensation from the Seller as a result of the requirements imposed by any encumbrance noted in this Annexure.

5. Local Development Plan

(a) The Buyer acknowledges and agrees that:

- (i) the Property may be subject to a local development plan to the satisfaction of the City of Joondalup (Local Development Plan).
- (ii) the Certificate of Title for the Property may be encumbered by a notification which notifies the registered proprietor of the Local Development Plan.