



MINUTES

SPECIAL MEETING OF COUNCIL

11th May 2022
Commencing at 5:00pm

Council Chambers
Yougenup Road, Gnowangerup WA 6335

[COUNCIL'S VISION](#)

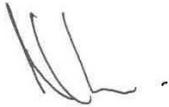
Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity

Shire of Gnowangerup

NOTICE OF A SPECIAL MEETING OF COUNCIL

Dear Council Member

A Special Meeting of the Shire of Gnowangerup will be held on Wednesday 11th May 2022, at the Council Chambers 28 Yougenup Road Gnowangerup, commencing at 5:00pm.



Signed: _____

Bob Jarvis
CHIEF EXECUTIVE OFFICER

Meaning of and CAUTION concerning Council's "In Principle" support:

When Council uses this expression it means that:

- (a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and*
- (b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.*

Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.



DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Gnowangerup for any act, omission or statement or intimation occurring during Council or committee meetings.

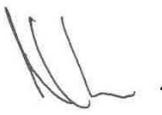
The Shire of Gnowangerup disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or committee meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or committee meeting does so at that person's or legal entity's own risk.

In particular and without detracting in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any member or officer of the Shire of Gnowangerup during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Gnowangerup.

The Shire of Gnowangerup advises that anyone who has any application lodged with the Shire of Gnowangerup shall obtain and should only rely on **written confirmation** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Gnowangerup in respect of the application.

These minutes are not a verbatim record but include the contents pursuant to Regulation 11 of Local Government (Administration) Regulations 1996.

Signed:  _____

Bob Jarvis
CHIEF EXECUTIVE OFFICER



DECLARATION OF INTEREST FORM

To: Chief Executive Officer
Shire of Gnowangerup
28 Yougenup Road
GNOWANGERUP WA 6335

I,(1) _____ wish to declare an interest in the following item to be considered by Council at its meeting to be held on (2) _____

Agenda Item(3) _____

The **type** of Interest I wish to declare is (4).

- Financial pursuant to Section 5.60A of the Local Government Act 1995
- Proximity pursuant to Section 5.60B of the Local Government Act 1995
- Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995
- Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulations 2007.

The **nature** of my interest is (5) _____

The **extent** of my interest is (6) _____

I understand that the above information will be recorded in the minutes of the meeting and placed in the Disclosure of Financial and Impartiality of Interest Register.

Yours sincerely

Signed

Date

Notes:

1. Insert your name (print).
2. Insert the date of the Council Meeting at which the item is to be considered.
3. Insert the Agenda Item Number and Title.
4. Tick box to indicate type of interest.
5. Describe the nature of your interest.
6. Describe the extent of your interest (if seeking to participate in the matter under S. 5.68 & 5.69 of the Act)..

DECLARATION OF INTERESTS (NOTES FOR YOUR GUIDANCE)

A Member, who has a Financial Interest in any matter to be discussed at a Council or Committee Meeting that will be attended by the Member, must disclose the nature of the interest:

- a) In a written notice given to the Chief Executive Officer before the Meeting or;
- b) At the Meeting, immediately before the matter is discussed.

A member, who makes a disclosure in respect to an interest, must not:

- a) Preside at the part of the Meeting, relating to the matter or;
- b) Participate in, or be present during any discussion or decision-making procedure relative to the matter, unless to the extent that the disclosing member is allowed to do so under Section 5.68 or Section 5.69 of the Local Government Act 1995.

NOTES ON FINANCIAL INTEREST (NOTES FOR YOUR GUIDANCE)

The following notes are a basic guide for Councillors when they are considering whether they have a **Financial Interest** in a matter. These notes will be included in each agenda for the time being so that Councillors may refresh their memory.

1. A Financial Interest requiring disclosure occurs when a Council decision might advantageously or detrimentally affect the Councillor or a person closely associated with the Councillor and is capable of being measured in money terms. There are exceptions in the Local Government Act 1995 but they should not be relied on without advice, unless the situation is very clear.
2. If a Councillor is a member of an Association (which is a Body Corporate) with not less than 10 members i.e. sporting, social, religious etc.), and the Councillor is not a holder of office of profit or a guarantor, and has not leased land to or from the club, i.e., if the Councillor is an ordinary member of the Association, the Councillor has a common and not a financial interest in any matter to that Association.
3. If an interest is shared in common with a significant number of electors or ratepayers, then the obligation to disclose that interest does not arise. Each case needs to be considered.
- 4. If in doubt declare.**
5. As stated in (b) above, if written notice disclosing the interest has not been given to the Chief Executive Officer before the meeting, then it **MUST** be given when the matter arises in the Agenda, and immediately before the matter is discussed.
6. Ordinarily the disclosing Councillor must leave the meeting room before discussion commences. The only exceptions are:
 - 6.1 Where the Councillor discloses the extent of the interest, and Council carries a motion under s.5.68(1)(b)(ii) or the Local Government Act; or
 - 6.2 Where the Minister allows the Councillor to participate under s.5.69(3) of the Local Government Act, with or without conditions.

INTERESTS AFFECTING IMPARTIALITY

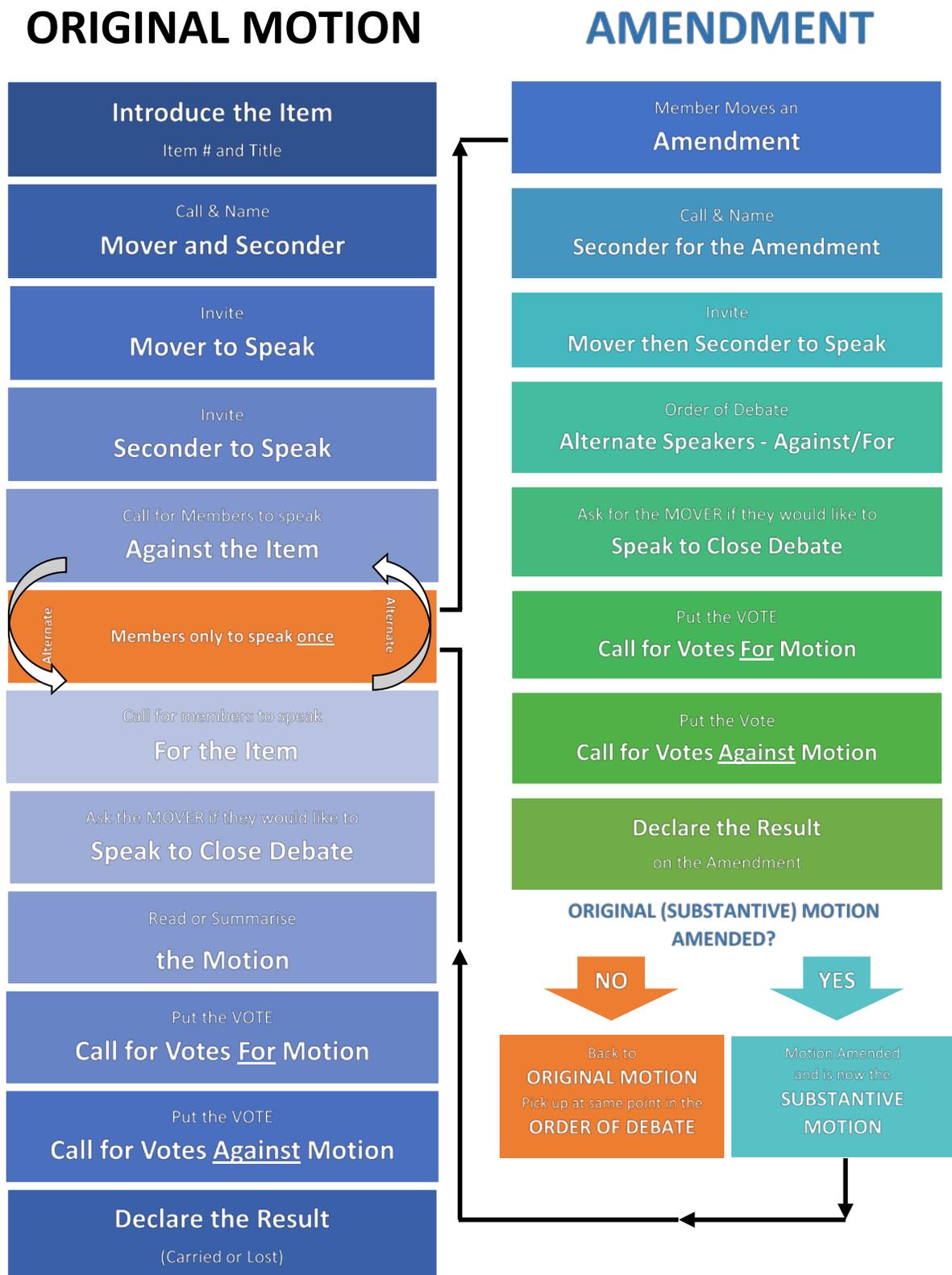
DEFINITION: An interest that would give rise to a reasonable belief that the impartiality of the person having the interest would be adversely affected, but does not include an interest as referred to in Section 5.60 of the 'Act'. A member who has an Interest Affecting Impartiality in any matter to be discussed at a Council or Committee Meeting, which will be attended by the member, must disclose the nature of the interest;

- (a) in a written notice given to the Chief Executive Officer before the Meeting; or
- (b) at the Meeting, immediately before the matter is discussed.

IMPACT OF AN IMPARTIALITY DISCLOSURE

There are very different outcomes resulting from disclosing an interest affecting impartiality compared to that of a financial interest. With the declaration of a financial interest, an elected member leaves the room and does not vote. With the declaration of this new type of interest, the elected member stays in the room, participates in the debate and votes. In effect then, following disclosure of an interest affecting impartiality, the member's involvement in the Meeting continues as if no interest existed.

Process of Motions



Slight clarification of wording of motion: A minor amendment of the motion can be done at any time through the President with the approval of the Mover and the Secunder. The Minor amendment must be minuted.

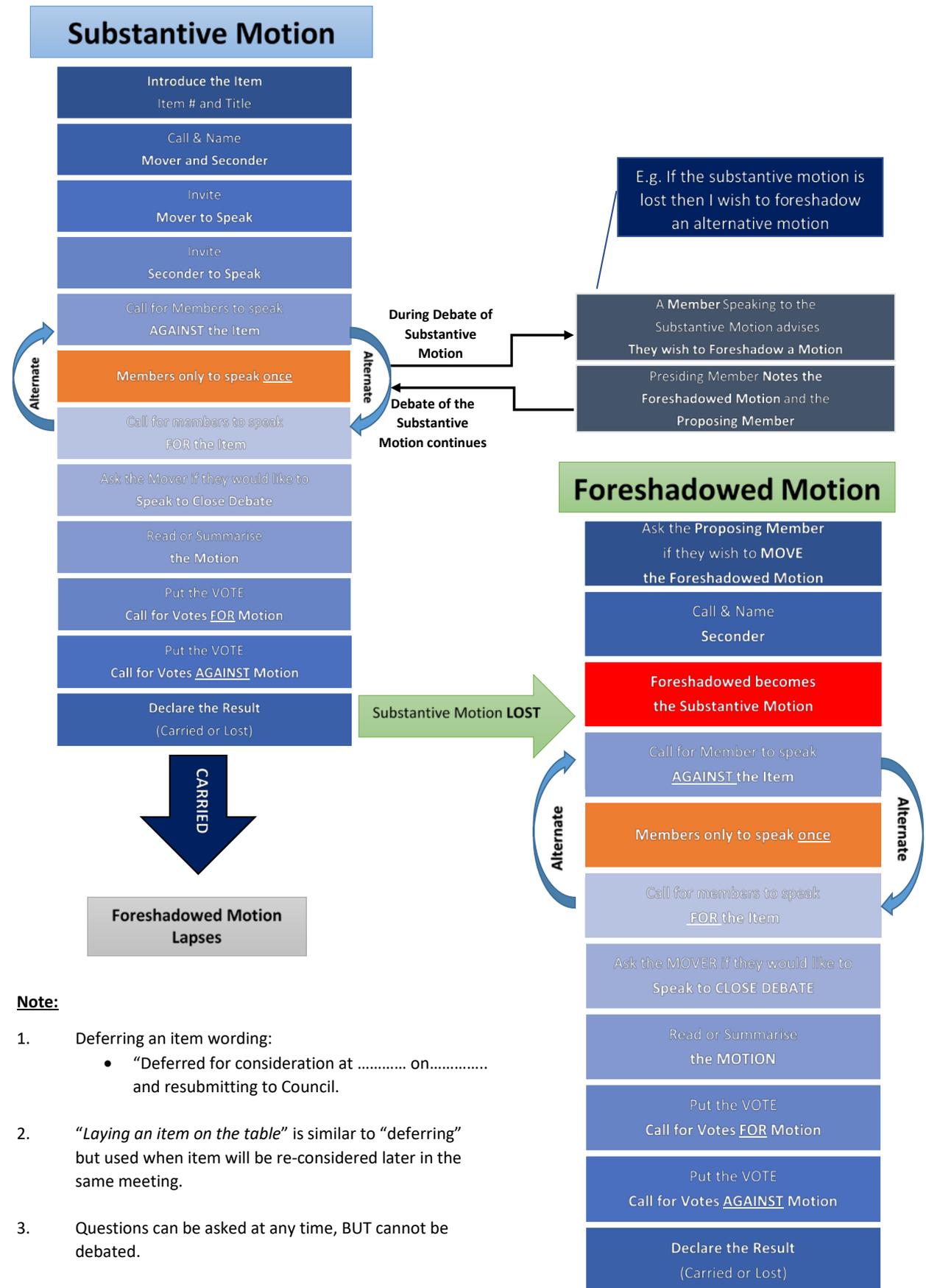


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OPENING PROCEDURES

1. OPENING AND ANNOUNCEMENT OF VISITORS

Shire President, Fiona Gaze welcomed Councillors and staff present in Chambers and confirmed with Councillors attending via video conference as allowed for pursuant to regulation 14A of the Local Government (Administration) Regulations 1996, that they could clearly hear and that they could be heard by those present in Chambers and opened the meeting at 5:03 pm.

2. ACKNOWLEDGEMENT OF COUNTRY

The Shire of Gnowangerup would like to acknowledge the Goreng people who are the Traditional Custodians of this land. The Shire of Gnowangerup would also like to pay respect to the Elders both past and present of the Noongar Nation and extend that respect to other Aboriginals present.

3. ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

3.1 ATTENDANCE

Cr Fiona Gaze	Shire President
Cr Greg Stewart JP	Deputy Shire President
Cr Shelley Hmeljak	
Cr Mick Creagh	
Cr Rebecca Kiddle	Attendance via Teams video conference
Cr Kate O’Keeffe JP	
Cr Peter Callaghan	
Cr Lex Martin	
Cr Rebecca O’Meehan	Attendance via Teams video conference
Bob Jarvis	Chief Executive Officer
Kirsty Buchanan	Community Development Coordinator
Yvette Wheatcroft	Manager of Works
Geoff Carberry	Asset and Waste Management Coordinator
Anita Finn	Executive Assistant

3.2 APOLOGIES

Cr Shelley Hmeljak

3.3 APPROVED LEAVE OF ABSENCE

Nil

4. APPLICATION FOR LEAVE OF ABSENCE

Nil

5. RESPONSE TO QUESTIONS TAKEN ON NOTICE

Nil

6. PUBLIC QUESTION TIME

Nil

7. DECLARATION OF FINANCIAL INTERESTS AND INTERESTS AFFECTING IMPARTIALITY

Nil

8. PETITIONS / DEPUTATIONS / PRESENTATIONS

8.1 PETITIONS

Nil

8.2 DEPUTATIONS

Nil

8.3 PRESENTATIONS

Nil

9. CONFIRMATION OF PREVIOUS MEETING MINUTES

Nil

10. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

Nil

REPORTS FOR DECISION

11. REPORTS FOR DECISION

11.1	ACQUISITION OF TWO VACANT BLOCKS OF LAND (LOTS 272 AND 273) QUINN STREET GNOWANGERUP FROM DEVELOPMENT WA - FOR HOUSING
Date of Report:	4 th May 2022
Business Unit:	Strategy and Governance
Officer:	Bob Jarvis - Chief Executive Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Development WA sales brochure for vacant land
- Contractual details for purchase from Development WA

PURPOSE OF THE REPORT

Council's approval to proceed with the purchase of Lots 272 and 273 Quinn Street Gnowangerup from Development WA for \$25,000 each.

BACKGROUND

During discussions at the Council Information Briefing Session on the 27th of April 2022 about the recent meeting of the Shire's Housing and Accommodation Working Group, the CEO advised that Development WA had reduced the selling price for several blocks of land in the townsite of Gnowangerup including two blocks in Quinn Street which are on offer at \$25,000 each. The lots in question are Lots 272 and 273. Lot 273 is 2,537 square metres in area, and Lot 272 is 1,260.

Councillors recognised that these two fully serviced blocks would be an invaluable asset to address the housing shortage for staff in the town and asked the CEO to contact Development WA to reserve the lots for sale to the Shire subject to a formal resolution to acquire the land.

The CEO has contacted Development WA and it has agreed to the sale subject to a formal Council resolution. The sale documents now exist awaiting Council's decision.

The CEO has advised Development WA that its Settlement Agent is HR Settlements in Albany.

The Reserve fund which is the most appropriate source for Council to fund the purchase is the Land Development Reserve which has a current balance of \$193,420

COMMENTS

Given the high priority this Council has placed on the provision of housing in the town, and the similar importance attached to that end by the Great Southern WALGA Zone and the Southern Link VROC, this presents as an exceptional opportunity to acquire serviced land for housing which is suitable for multiple dwellings and potential joint ventures.

The acquisition is not a Major Land Transaction for the purposes of Regulation 8A (1) (b) of the *Local Government (Functions and General) Regulations 1996*.

CONSULTATION

The Shire has formed a Housing and Accommodation Working Group which has now met on two occasions and the membership has urged the Shire to address housing issues within the town, and this includes housing and accommodation for Shire staff and contractors.

LEGAL AND STATUTORY REQUIREMENTS

The approval of the transfer from the Reserve will require an Absolute Majority as the transaction is not proposed in the adopted 2021/2022 Budget.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The transaction will reduce the Land Development Reserve by the amount for the purchase of the land, and any costs associated with the transfer of the land to the Shire.

STRATEGIC IMPLICATIONS

2.3. Local businesses and the Shire have access to diverse skills and experiences
Housing and rental stock assists in attraction and retention of the local workforce
Progress towards residential land expansion and lifestyle promotion

IMPACT ON CAPACITY

The acquisition will improve the Shire's capacity to pursue appropriate housing initiatives.

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Council could choose not to proceed with the purchase but may find it difficult to be able to access other serviced housing land in the Town of Gnowangerup which provides the potential for significant multiple dwelling development offered by the two lots in question.

CONCLUSION

The purchase will provide the Shire with the opportunity to explore a range of housing and accommodation options without the concerns of availability of services to develop the land.

VOTING REQUIREMENTS

Absolute Majority

COUNCIL RESOLUTION

Moved: Cr G Stewart

Seconded: Cr M Creagh

0522. 41

That Council:

- 1. Authorises the CEO to proceed with the purchase of Lots 272 and 273 Quinn Street from Development WA for the purchase price of \$25,000 per lot and the expenditure of the necessary funds to enable the transfer and settlement costs**
- 2. Approves the appointment of HR Settlements in Albany as its Settlement Agent for the transactions in 1.**
- 3. Approves the transfer of the necessary funds for the transaction in 1. from the Land Development Reserve**
- 4. Amends the 2021/2022 budget to reflect the purchase and Reserve transfer.**

CARRIED BY ABSOLUTE MAJORITY: 8/0

RESIDENTIAL LAND FOR SALE IN GNOWANGERUP

LOTS FOR LESS

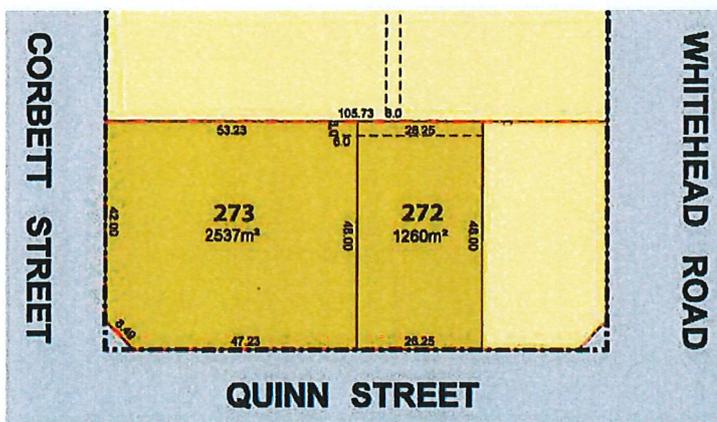
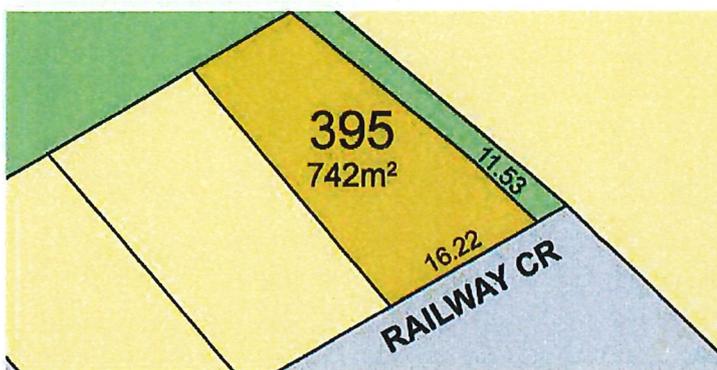
RESIDENTIAL LOTS NOW AVAILABLE

Residential lots are now available for purchase in Gnowangerup in the heart of the Stirling Ranges in the Great Southern region.

The lots are located close to the recreational complex, high school and several parks, providing a great opportunity to be part of a bustling rural community.

- Sized 742sqm – 2,537sqm

**REGIONAL
LAND
BOOSTER**



Contact DevelopmentWA Sales

P: 1300 730 435

E: sales@developmentwa.com.au

developmentwa.com.au/gnowangerup

LOT	ADDRESS	LOT AREA SQM	PRICE
272	Quinn Street	1,260	\$25,000
273	Quinn Street	2,537	\$25,000
395	Quinn Street	742	\$19,000

Disclaimer: The information contained in this publication is in good faith; however neither DevelopmentWA nor any of its directors, agents or employees give any warranty of accuracy nor accepts any liability as a result of a reliance upon the information, advice, statements or opinion contained in this publication. This disclaimer is subject to any contrary legislative provisions. © DevelopmentWA 2020 LC 2518 07/21

CONTRACT OF SALE

WESTERN AUSTRALIAN LAND AUTHORITY

Lots 272 and Lot 273 Quinn Street, Gnowangerup

CONTRACT OF SALE
- RESIDENTIAL LAND -

BETWEEN **WESTERN AUSTRALIAN LAND AUTHORITY** trading as DevelopmentWA of Level 2, 40 The Esplanade, Perth, Western Australia (**DevelopmentWA**).

AND Shire of Gnowangerup

Office: 9827 1007 Mobile: 0428 982 710 (Bob Jarvis - CEO)

Bob.Jarvis@gnowangerup.wa.gov.au

28 Yougenup Road, Gnowangerup, WA 6335

DevelopmentWA agrees to sell and the Buyer agrees to purchase the Land specified in the Schedule for an estate in fee simple for the Purchase Price and on the terms specified in the Schedule and subject to the DevelopmentWA Standard Residential Conditions (With Option to Repurchase) (**the Conditions**) attached as Annexure A.

SCHEDULE

Description of Land

Lot 272 on Deposited Plan 408889 and being the whole of the land in Certificate of Title Volume 2927 Folio 176 and known as 28 Quinn Street, Gnowangerup

and;

Lot 273 on Deposited Plan 408889 and being the whole of the land in Certificate of Title Volume 2927 Folio 177 and known as 30 Quinn Street, Gnowangerup

Settlement Date

The date being 28 days from the later of:

- (a) the date on which DevelopmentWA signs this Contract;
- (b) the date upon which a separate Certificate of Title for the Land issues from Landgate; and
- (c) the date upon which the Buyer obtains Finance Approval to the purchase of the Land pursuant to the provisions of this Contract (if applicable).

Purchase Price (inclusive of GST)

Lot 272	\$25,000
Lot 273	\$25,000
TOTAL	\$50,000

Deposit

NIL

Development

A development in accordance with the Shire of Gnowangerup Town Planning Scheme No: 2
(as may be amended from time to time)

Latest Date for Practical Completion of Development

Within 36 months of the Settlement Date.

Latest Date for Issue of Title

NOT APPLICABLE

Latest date for Finance Approval

NOT APPLICABLE

Maximum Amount of Loan

NOT APPLICABLE

Special Conditions

1. The Buyer(s) acknowledges that the soils upon the lots have been classified by Brown Geotechnical as being “M” (moderately reactive clay or silt site which can experience moderate ground movement from moisture changes (y_s 20 to 40mm)) on lots 272 and 273 and future buildings will be required to install appropriate footing designs pursuant to Australian Standard AS 2870-2011 (residential slabs and footings);

The Buyer(s) acknowledges that:

- (a) they have read and understood this Contract and the Conditions and agree to be bound by all of these terms; and
- (b) the Conditions are necessary and desirable to enhance and create the subdivision of which the Land is part.

EXECUTED by: **SHIRE OF GNOWANGERUP**
ABN: (71 892 627 607)

In accordance with section 9.49 of the Local Government Act the common seal of the shire of Gnowangerup is affixed in the presence of:

Signature of Shire President

Signature of Chief Executive Officer

Print Full Name of President

Print Full Name of Chief Executive officer

Date

SIGNED on behalf of the **WESTERN AUSTRALIAN LAND AUTHORITY** by person(s) authorised by its Board in accordance with Section 45(2)(b) of the Western Australian Land Authority Act 1992.

Authorised Officer

Authorised Officer

Full Name of Authorised Officer

Full Name of Authorised Officer

Date

DevelopmentWA's solicitor/settlement agent: DevelopmentWA – Conveyancing

Phone: 9482 7499

Fax: 9482 7401

Email: conveyancing@developmentwa.com.au

The Buyer appoints the solicitor or settlement agent named below to act on their behalf in relation to this transaction.

Buyer(s) solicitor/settlement agent: HR Settlements

Phone: 9842 1446

Address: PO Box 462, Albany WA 6331

Email: reception@hrsettlements.com.au

Signed by the Buyer(s): _____

A true copy of this document has been received by each of the signatories to this document.

Annexures:

1. Annexure A – DevelopmentWA's Standard Residential Conditions (With Option to Repurchase);
2. Annexure B – Certificate of Titles
3. Annexure C - GST Withholding Notice

The buyer/s hereby acknowledges receipt of all the above annexures

SIGNED by the Buyer _____ Date _____

SIGNED by the Buyer _____ Date _____

DEVELOPMENTWA STANDARD RESIDENTIAL CONDITIONS
(With Option to Repurchase)

Where comments are made in boxes in relation to any Conditions these comments are a general guide only and are not legally binding. If a comment is not made, it does not mean the Condition is not important. A prospective Buyer should obtain legal or other advice (if required) in relation to these Conditions or any other conditions before signing this Contract.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions and the Contract unless the contrary intention appears:

Act means the Western Australian Land Authority Act 1992 (WA).

Amount of the Loan means an amount equal to or less than the amount in the Schedule under the heading entitled 'Maximum Amount of Loan'. If there is no amount referred to in the Schedule under the heading entitled 'Maximum Amount of Loan', then the amount will be an amount equal to or less than 80% of the Purchase Price.

Approved Plans means plans and specifications for the Development:

- (a) in accordance with the Development/Design Guidelines (if any);
- (b) in accordance with the requirements of any Authority; and
- (c) approved by Development WA in writing (if so required by Development WA) in accordance with Condition 17.

Authority means any governmental, semi-governmental, statutory, local or public authority including without limitation the Local Authority, Department of Environment Regulation, the Western Australian Planning Commission, the Water Corporation, the Main Roads Department, and every and any other board, person or authority whatsoever now or at any time in the future exercising under any present or future act of Parliament (Federal or State) any control or jurisdiction over or power in connection with the Land and/or the owner or occupier of the Land and/or in connection with any use now or hereafter carried on upon the Land and every officer or person acting under the authority of such local or public authority or under the authority of any such act or by-law.

Bank Cheque means a cheque drawn by a Bank on itself or a financial institution as defined in Section 3 of the Cheques Act 1986 (Commonwealth).

Building Ready Specifications means the specifications governing the building

requirements for connection of the Development to the Network Infrastructure, a copy of which can be obtained from Development WA upon request.

Business Day means a day on which banks open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday.

Buyer's Conveyancer means any solicitor or settlement agent instructed by the Buyer to act for the Buyer on the Contract and of which appointment Development WA has been given notice.

Buyer's Obligations means all or any of the obligations and agreements contained or implied in the Contract (whether present, future, actual or contingent) to be observed and performed by the Buyer prior to or after Settlement.

Claim means any right, cause of action, charge, claim, action, proceedings, judgment, damage, injury, Loss, cost (including legal costs on a full indemnity basis), expense or liability incurred to or made or recovered against any person or entity howsoever arising and whether present, unascertained, immediate, future or contingent.

Commission means the Western Australian Planning Commission.

Conditions means these conditions for the sale of the Land.

Contaminated Sites Act means Contaminated Sites Act 2003 (WA).

Contamination has the meaning given in section 4 of the Contaminated Sites Act.

Contract means the contract for sale of the Land of which these Conditions form part. Any reference in these Conditions to the Contract shall refer to both these Conditions and the terms of the Contract.

Contract Date means the date on which Development WA executes this Contract.

Deposit means the deposit specified in the Schedule.

Development means the construction of a residential dwelling on the Land in accordance with the Approved Plans.

Development/Design Guidelines means the Development/Design Guidelines and/or the provisions of a Detailed Area Plan and any other planning requirement (if any) relating to the development of the Land.

Development WA means the Western Australian Land Authority trading as Development WA

(formerly known as LandCorp) as seller of the Land to the Buyer.

Development WA's Remedies means all or any of the rights powers and remedies contained in or implied by the Contract or at common law or in equity exercisable by Development WA against the Buyer or in respect of the Land.

Electronic Conveyancing National Law means the law set out in the Appendix to the Electronic Conveyancing (Adoption of National Law) Act 2012 (NSW) applying in Western Australia because of the Electronic Conveyancing Act 2014 (WA);

Electronic Lodgement Network has the same meaning as in section 13 of the Electronic Conveyancing Act 2014 (WA);

Electronic Lodgement Network Operator means a person approved by Landgate under section 15 of the Electronic Conveyancing Act 2014 (WA) to provide and operate Electronic Lodgement Network;

Electronic Workspace means a shared electronic workspace generated by the Electronic Lodgement Network;

Finance Application means an application made by or on behalf of the Buyer to the Lender to lend the Amount of the Loan.

Finance Approval means a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender (any such approval, offer or notification must be in a letter form but may be given to Development WA attached to an email).

Financial Institution means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth), building society or credit union.

GST means the Goods and Services Tax as imposed by the GST Act including, where relevant, any related interest, penalties, fines or other charge and any GST equivalent amount under any State Intergovernmental Agreement.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and any legislation substituting or amending that Act.

Input Tax Credit has the same meaning given in Section 195-1 of the GST Act.

Insolvency Event means any of the following:

- (a) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;

- (b) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;
- (c) an administrator, provisional liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven (7) days;
- (d) a receiver or receiver and manager is appointed in respect of any property of a corporation;
- (e) a corporation is deregistered under the Corporations Act or notice of its proposed deregistration is given to the corporation;
- (f) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (g) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members of a moratorium involving any of them;
- (h) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within seven (7) days or a person presents a petition against himself or herself;
- (i) a person presents a declaration of intention under section 54A of the *Bankruptcy Act 1966* (Cth); or
- (j) anything analogous to or of a similar effect to anything described above under the Law of any relevant jurisdiction occurs in respect of a person.

Land means the land specified in the Schedule.

Landgate means the Western Australian Land Information Authority, a statutory body corporate established by the land Information Authority Act 2006 and trading as "Landgate".

Latest Date for Finance Approval means the date specified in the Schedule.

Lender means any bank, building society, credit union or other institution as specified in the Contract or if not specified then any bank, building society, credit union or other institution which makes loans and is carrying on business in Western

Australia but not including a mortgage broker (or similar).

Local Authority means the local authority having jurisdiction over the Land.

Loss means a financial loss, damage, costs or expense (including indirect or consequential loss).

Main Building means the main building to be constructed as part of the Development and excluding car parking and landscaping.

Margin Scheme means the scheme described in Division 75 of the GST Act as the margin scheme.

Material Adverse Effect means a significant negative effect or change on the ability of the Buyer to carry out the Development or the value or use of the Land and which is caused directly as a result of:

- (a) the delay in the issue of the Certificate of Title for the Land; or
- (b) an encumbrance registered or to be registered by an Authority or Development WA after the Contract Date,

(as applicable).

Materially Prejudice or Detrimentially Affect means a variation to the final Lot following subdivision which results in:

- (a) where the variation is to the area of the Land, the area of the Land at Settlement is more than 5% less than the estimated area of the Land on the Contract Date;
- (b) where the variation is any other matter other than a variation to the area of the Land, the value of the Land decreasing by more than 5%; or
- (c) the use of the Land for the proposed Development being materially prejudiced or detrimentally affected.

Network Infrastructure means the physical infrastructure of the high speed broadband fibre optic network to be installed on or in the Land including all fibre, cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing and any other active and passive equipment and distribution infrastructure, but not including the Pit and Pipe Works, any existing pit and pipe infrastructure, lead-in conduit, the network termination unit or the power supply unit and related cable at the Development.

Non Approval Notice means a written notice given by the Buyer or the Buyer's conveyancer or real estate agent or the Lender to Development WA to the effect that Finance Approval has been rejected together with written evidence from the Lender that

the Lender has rejected the Finance Application such evidence to be as required by Development WA (acting reasonably).

OSR means the office established by the Commissioner of State Revenue and known as the Office of State Revenue.

Party means Development WA and the Buyer and, if applicable, any other party to the Contract and **Parties** means all the parties to the Contract.

Pit and Pipe Works means the physical infrastructure, including all pits, pipes, conduits and any other materials to be designed and constructed by Development WA necessary to properly service the estate in which the Land is located and to properly service the Development with the Network Infrastructure.

Pollution has the same meaning as that expression is given in the Environmental Protection Act 1986 (WA).

Practical Completion means the completion of the construction of the Development on the Land in conformity with plans and specifications previously approved by all relevant Authorities, the Approved Plans and Condition 17. Such practical completion is to be evidenced by the following as Development WA may require:

- (a) delivery to Development WA of:
 - (i) a certificate from the Buyer's architect or builder certifying that the Development has been constructed or completed on the Land according to plans and specifications as approved by any relevant Authority and the Approved Plans;
 - (ii) a copy of written permission from the Local Authority for the occupation of the Development; and/or
 - (iii) such other form as may be required for the occupation of the Development; and/or
- (b) inspection by or on behalf of Development WA.

Prescribed Rate means the rate defined as the "Prescribed Rate" in the latest version of the Real Estate Institute of WA (Inc) and Law Society of WA Inc Joint Form of General Conditions for the Sale of Land (**Joint Form**).

Purchase Price means the purchase price specified in the Schedule.

Remediation and **Remediate** has the meaning given in section 3 of the Contaminated Sites Act and includes the management of any contaminated site.

Repurchase Costs means the costs specified in Condition 22.5.

Repurchase Notice means the notice given in accordance with Condition 22.2.

Repurchase Price means the repurchase price as defined in Condition 22.3 or Condition 22.4.

Repurchase Settlement means the settlement of the repurchase of the Land by Development WA pursuant to Condition 22.

Schedule means the schedule to the Contract.

Settlement means settlement of the purchase of the Land by the Buyer in accordance with the terms of the Contract.

Settlement Date means the date specified in the Schedule.

Services means all services to the Land including water, drainage, sewerage, gas, electricity and telecommunications.

Special Conditions means any conditions under the heading "Special Conditions" in the Schedule (if any).

Subscriber has the meaning given to that term in the Electronic Conveyancing National Law.

Tax Invoice has the meaning given in Section 195-1 of the GST Act.

Taxable Supply has the meaning given in Section 195-1 of the GST Act.

Transfer means a form for the transfer of title to the Land as required by Landgate.

Valuer means a natural person who:

- (a) is licensed under the Land Valuers Licensing Act 1978 (WA);
- (b) has not less than five (5) years experience in Western Australia;
- (c) is a member of the Australian Property Institute (Western Australian Division); and
- (d) has experience in assessing the current market value of residential land.

1.2 In these Conditions (and, where applicable, the Contract) unless the contrary intention appears:

- (a) headings in the Schedule are defined terms when used in this Contract with the meaning of such term immediately following the heading;

- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other genders;
- (d) other grammatical forms of defined words and expressions have corresponding meanings;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives successors and assigns of that person;
- (g) a reference to a Statute Ordinance Code or other Law includes regulations and other statutory instruments under it and consolidations amendments re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (h) references to this or any other document include the document as varied or replaced and notwithstanding any change in the identity of the Parties;
- (i) references to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) an obligation of two or more parties binds them jointly and severally;
- (k) if a word or expression is defined cognate words and expressions have corresponding definitions;
- (l) references to an association body or authority which is reconstituted amalgamated reconstructed or merged or the functions of which have become exercisable by any other person association body or authority in its place shall be taken to refer to the person association body or authority established or constituted in its place or by which its functions have become exercisable;
- (m) reference to any thing (including without limitation any amount or the Land) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (n) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the

- first day of the next succeeding calendar month;
- (o) references to the Contract or these Conditions includes any schedules and annexures;
- (p) except for the headings in the Schedule to the Contract, headings are inserted for ease of reference only and shall be ignored in construing these Conditions or the Contract;
- (q) references to time are to local time in Perth Western Australia;
- (r) where time is to be reckoned from a day or event that day or the day of that event shall be excluded;
- (s) the word "include" used when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (t) a provision of these Conditions or the Contract must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Contract or the inclusion of the provision in these Conditions or the Contract;
- (u) terms defined in these Conditions have the same meaning when used in the Contract; and
- (v) any comments included in boxes are a general guide only and are not terms of these Conditions or legally binding on the Parties.

2 PAYMENT OF PURCHASE PRICE AND SETTLEMENT

- 2.1** The Buyer must pay:
- (a) the Deposit in the manner specified in the Schedule; and
 - (b) the balance of the Purchase Price (being the Purchase Price less the Deposit together with any adjustments due at Settlement) on the Settlement Date by an unendorsed Bank Cheque payable to Development WA or as Development WA may nominate.
- 2.2** Development WA is entitled (but not bound) to invest or to cause the investment of any Deposit in an interest bearing bank account and all interest accrued will belong to Development WA unless the Deposit is repaid to the Buyer as a result of the default of Development WA in which case interest (less any bank charges and taxes) will be payable to the Buyer.
- 2.3** If the Buyer:

- (a) does not pay the Deposit in full as required by the Contract; or
- (b) pays the Deposit by cheque and that cheque is dishonoured on presentation,

then Development WA may give the Buyer a notice requiring the Deposit to be paid or the cheque to be honoured within 48 hours of service of such notice.

2.4 If a notice issued under Condition 2.3 is not complied with (in the prescribed time), then unless otherwise provided in the notice:

- (a) the Buyer is in default; and
- (b) Development WA may terminate the Contract by giving notice to the Buyer but without prejudice to the rights and remedies available to Development WA under the Contract, common law or in equity.

3 INTEREST ON LATE SETTLEMENT AND DEFAULT COSTS

3.1 If for any reason not attributable to Development WA the purchase is not completed on the Settlement Date, the Buyer must pay to Development WA on Settlement interest at the Prescribed Rate per annum on the balance of the Purchase Price and other moneys payable at Settlement.

3.2 The interest payable by the Buyer will be calculated on a daily basis from and including the Settlement Date but excluding the actual date of payment and will be in full settlement of any claim Development WA may have against the Buyer arising from such delay subject to the provisions of Condition 36.

3.3 Development WA is not required to give to the Buyer a notice requiring payment of interest under this Condition. In all other respects this Condition is without prejudice to the rights of Development WA under these Conditions or at common law or in equity.

4 ADJUSTMENT OF RATES

4.1 All rates taxes assessments and other outgoings in respect of the Land must be borne and paid by the Buyer as from the earlier of the actual date the Buyer is granted possession or the Settlement Date (subject to Condition 4.2) and the same must if necessary be apportioned between Development WA and the Buyer. Where under the Act Development WA is not liable to pay rates and taxes to any Authority in respect of the Land but is obliged to pay the equivalent of such rates and taxes to the State then this Condition shall apply as if such payment was a payment due to a Local Authority or

other Authority for rates, taxes and outgoings and an adjustment will be effected if necessary.

4.2 Where there is any delay in Settlement due to the act or default of the Buyer then:

- (a) rates, taxes and outgoings will be adjusted as between Development WA and the Buyer on the Settlement Date and not the actual date of Settlement; and
- (b) if any increase in Land Tax or any other rates and taxes payable by Development WA (either to an Authority or an equivalent amount is payable by Development WA to the State) occurs (for example, by the Settlement being delayed until after 1 July in any year), the Buyer is liable for all such additional payments (including any increase in Land Tax calculated on a multi ownership basis) which amount is due and payable to Development WA at Settlement.

4.3 Subject to Condition 4.4, Land Tax will be adjusted on the basis that the Land is the only land owned by Development WA (i.e on a single holding/single ownership basis). If Land Tax is payable on the Land at Settlement, the Buyer agrees that Development WA may, at its election, require that the Buyer pays for its proportion of Land Tax at Settlement on the basis that Development WA undertakes to pay the Land Tax payable on the Land for the relevant financial year at a later date.

4.4 If the Land has recently been subdivided and has not been individually rated for Land Tax as at Settlement the Buyer must pay to Development WA at Settlement a contribution to Land Tax calculated as follows:

$$LT = \frac{\text{Total LT}}{\text{Total Area}} \times \text{Land Area}$$

Where:

LT is the Land Tax contribution payable by the Buyer at Settlement.

Total LT is the Land Tax for the parent lot of which the land forms part.

Total Area is the total area of the parent lot of which the land forms part.

Land Area is the total area of the land.

5 PREPARATION OF TRANSFER AND SETTLEMENT

5.1 This condition only applies if Condition 42 (Electronic Conveyancing) does not apply.

5.2 Prior to the Settlement Date the Buyer must prepare or cause to be prepared a transfer of the Land in registrable form and which must comply with Condition 30(c) and after proper execution of such transfer and having such transfer endorsed with duty must deliver such transfer to Development WA or its solicitor or settlement agent within a reasonable time prior to Settlement (being not less than five (5) Business Days prior to the Settlement Date) for the purposes of the transfer being executed by Development WA and being held by it or on its behalf pending Settlement.

5.3 The Buyer is entitled to request in writing that Development WA sign and return the transfer for the Land prior to it being endorsed with duty at the OSR provided that accompanying such written request is an assessment of duty payable on the Contract issued by the OSR or if duty payable on the Contract is to be assessed and paid through the Revenue Online system developed by the OSR ("**Revenue Online**"), a Transaction Summary generated through Revenue Online ("**Transaction Summary**"). If Development WA returns the land transfer to the Buyer prior to Settlement the Buyer holds such land transfer in escrow pending Settlement. If the Buyer or its representative is registered for, and has elected to have duty on the Contract assessed and paid through Revenue Online then the Buyer or its representative must:

- (a) advise Development WA that it has elected to have duty on the Contract assessed and paid through Revenue Online;
- (b) the Buyer must within five (5) Business Days after the Transaction Summary is generated provide to Development WA a copy of the Transaction Summary; and
- (c) on Settlement, the Buyer must provide to Development WA a copy of the Certificate of Duty issued by the OSR for duty paid on the Contract.

5.4 Settlement must take place on the Settlement Date at the offices of Development WA in Perth or at such other place in Perth as Development WA appoints.

5.5 At Settlement, the Buyer must deliver to Development WA in accordance with Condition 2.1(b) an unendorsed Bank Cheque or Bank Cheques for the balance of the Purchase Price and any adjustment of rates and taxes due to Development WA and against receipt of the balance of the Purchase Price and adjustment of rates and taxes or otherwise, Development WA will provide to the Buyer, subject to the Buyer's compliance with Condition 5.2, the transfer duly executed for and on behalf of Development WA together with the duplicate Certificate of Title to the Land (if issued).

5.6 If for any reason a Bank Cheque tendered as or towards the money payable by the Buyer on Settlement is not honoured on first presentation, the

Buyer will remain liable to pay the amount of that money, without prejudice to any other rights, remedies or powers of Development WA under the Contract.

5.7 The Buyer must provide to Development WA either prior to Settlement or after Settlement (as specified by Development WA) a copy of the Contract including these Conditions endorsed with duty.

5.8 Immediately after Settlement, the Buyer must cause the transfer in respect of the Land to be lodged at Landgate for registration and use its best endeavours to have the transfer registered as soon as possible. In the event of a requisition notice being issued by Landgate, then unless the requisition arises from a document prepared by Development WA, the Buyer must do all things necessary to satisfy the requisition and pay all fees in respect of the requisition.

5.9 If required by Development WA, the transfer of land will be lodged as a follower dealing to an application for titles or an application to register an encumbrance.

6 COSTS

The Buyer will bear the cost of the preparation of the transfer, all duty under the Duties Act 2008 (WA) and duty penalties on the Contract and registration or other fees in respect of the transfer with Landgate.

7 SUBJECT TO FINANCE

If this Contract is subject to finance, the Buyer must apply to a Lender for finance (and not only a broker) within the time specified and in accordance with this Condition and use best endeavours to have finance approved.

7.1 If the Schedule provides that the Buyer is to obtain Finance Approval, the Contract is conditional upon the Buyer receiving written Finance Approval on or before 5pm WST on the Latest Date for Finance Approval to assist in the purchase or development of the Land.

7.2 The Buyer must make a Finance Application as soon as practicable after the Contract Date and use its best endeavours in good faith to obtain Finance Approval.

7.3 If Finance Approval is granted subject to usual terms and conditions of the Lender or subject to conditions which have been accepted by the Buyer then Finance Approval will be deemed to be obtained on the date that the Finance Approval is given by the Lender.

7.4 The Buyer must immediately notify Development

WA in writing:

- (a) of any Finance Approval obtained; or
- (b) if any Finance Application is rejected at any time.

7.5 Where Finance Approval is obtained or deemed to be obtained in accordance with these Conditions, then Condition 7.1 will be satisfied and this Condition 7 will no longer apply to the Contract notwithstanding that any Lender may subsequently withdraw the Finance Approval for any reason or the loan is not be completed for any reason.

7.6 The Buyer may waive the benefit of this Condition at any time on or before 5pm WST on the Latest Date for Finance Approval by giving written notice to Development WA and upon giving such notice this Condition will be deemed to have been fulfilled.

7.7 If the Buyer has complied with Condition 7.2 and Finance Approval is not obtained by the Latest Date for Finance Approval and the Buyer gives Development WA a Non Approval Notice by 5pm on the Latest Date for Finance Approval, the Contract comes to an end without further notice.

7.8 If the Contract comes to an end pursuant to Condition 7.7 Development WA will refund to the Buyer the Deposit (without interest) and all other moneys (if any) paid in accordance with this Contract (less any reasonable costs and expenses incurred by Development WA) and there will be no further Claim under the Contract by either Development WA or the Buyer against the other either in law or in equity.

7.9 If the Buyer fails to give written notice to Development WA by 5pm WST on the Latest Date for Finance Approval either:

- (a) from the Lender that Finance Approval has been obtained; or
- (b) giving a Non Approval Notice to Development WA,

or the Buyer otherwise fails to comply with this Condition 7, then Development WA may by written notice to the Buyer immediately terminate this Contract (unless the Buyer waives this Condition prior to Development WA terminating this Contract) and in which case:

- (c) the Contract will come to an end;
- (d) the Deposit (and any interest) will be retained by Development WA (without Development WA needing to give any notice to the Buyer); and
- (e) such termination will be without prejudice to any right or Claim that Development WA may have against the Buyer under the Contract either in law or in equity.

If required by Development WA, the Buyer must provide to Development WA full details of and a copy of the Finance Application made by the Buyer and any response(s) from a Lender.

registered upon lodgement of the transfer of the Land to the Buyer at Landgate.

9.2 Subject to Condition 9.4, if any document or interest specified in Condition 9.1 is to be registered on the title to the Land at Settlement due to:

- (a) the requirements of the Commission;
- (b) any Authority having jurisdiction over the Land; or
- (c) as a result of the requirements of Development WA,

then the Buyer acknowledges and agrees that such document or interest will be registered immediately before or immediately after the registration of the transfer of the Land to the Buyer as required by Development WA.

9.3 If after the Contract Date an encumbrance of the type mentioned in Condition 9.1 is required to be registered over the title to the Land either by Development WA (acting reasonably) or any Authority, then subject to Condition 9.4, the encumbrance shall be registered prior to or at Settlement and either immediately prior to or immediately after the transfer to the Buyer as required by Development WA.

9.4 If the Buyer establishes to Development WA's satisfaction (acting reasonably) that the registration of an encumbrance on the Certificate of Title pursuant to Condition 9.3 will have a Material Adverse Effect (**Confirmation**), the Buyer may, within seven (7) days of the date of Confirmation, terminate the Contract whereupon the Deposit will be refunded to the Buyer (without interest) and neither Party shall have any further claim against the other.

8 TITLE

8.1 The Certificate of Title in respect of the Land or the parent Certificate of Title to the property of which the Land forms part may be inspected by search at Landgate and the Buyer does not require Development WA to produce an abstract of title or any other evidence of Development WA's title or right to sell the Land.

8.2 Development WA will not be required to answer any objections to or requisitions on title.

8.3 If Development WA is not the registered proprietor of the Land as at the Contract Date then Development WA enters into this Contract in its capacity as the authorised agent of the State of Western Australia acting through the Department of Lands (**State**) and, in that capacity, Development WA agrees to sell and the Buyer agrees to purchase the Land on the terms of the Contract. Prior to Settlement, Development WA will acquire the Land from the State. Upon transfer of the Land to Development WA, all obligations and agreements under the Contract on the part of the State will be assumed by Development WA and the Buyer releases and discharges the State from any Claims.

9 ENCUMBRANCES

9.1 Subject to Condition 9.4, the Land is sold subject to the following as at the Settlement Date:

- (a) all easements, positive covenants, restrictive covenants and memorials;
- (b) any condition or statement contained in a memorial (including, but not limited to, memorials under Section 58 of the Contaminated Sites Act 2003 (WA));
- (c) all rights, reservations, conditions, notifications under Section 70A of the Transfer of Land Act 1893 (WA) or Section 165 of the Planning & Development Act 2005 (WA);
- (d) all interests, orders, tenancies, public roads and encroachments; and
- (e) all claims, demands, conditions (including building conditions) or restrictions whatsoever imposed or made on the Land by any Authority or under any legislation,

(if any) affecting the Land and which are specified in the Certificate of Title or which will be specified or

10 SUBDIVISION OF LAND

10.1 If the Land comprises part of a lot and is accordingly not a lot as defined in the Planning and Development Act 2005 (WA) then the Contract is subject to and conditional upon the approval of the Commission to the subdivision of the land of which the Land forms part being obtained in order to create a separate lot or lots in respect of the Land in accordance with Section 140(1) of the Planning and Development Act 2005 (WA) and this Condition.

10.2 If it has not already done so Development WA will at its cost make an application to the Commission for the approval of subdivision to create a separate lot for the Land within three (3) months from the Contract Date.

10.3 For the purposes of Section 140(3) of the Planning and Development Act 2005 (WA) the Contract is subject to and conditional upon the Commission giving its approval to the subdivision of the Land on

or before six (6) months from the date of the lodgement of the application specified in Condition 10.2.

10.4 In the event that any conditions are imposed by the Commission or any other relevant Authority in relation to the subdivision of the Land which are not acceptable to Development WA in its absolute discretion then Development WA may by giving written notice to the Buyer within thirty (30) days of such conditions being imposed terminate this Contract whereupon the Deposit will be repaid to the Buyer without interest.

10.5 If a separate title for the Land has not issued from Landgate by the Latest Date for Issue of Title (either due to a matter mentioned in this Condition or for any other reason), Development WA may, provide a further anticipated latest date of when a Certificate of Title for the Land is scheduled to issue from Landgate (**Revised Latest Date**). If the Buyer establishes to Development WA's satisfaction (acting reasonably) that the issue of the title subsequent to the Latest Date for Issue of Title but prior to the Revised Latest Date will have a Material Adverse Effect, and Development WA confirms in writing to the Buyer that it accepts that the delay in the issue of the Certificate of Title for the Land will have a Material Adverse Effect (**Confirmation**), the Buyer may, within seven (7) days of the date of the Confirmation, by written notice to Development WA terminate this Contract whereupon the Deposit will be refunded to the Buyer (without interest) and neither Party shall have any further claim against the other.

10.6 The Buyer is not entitled to any compensation and Development WA is not liable for any costs, expenses or damages (whether direct or indirect) arising as a result of the Buyer commissioning the preparation of any building design or specification or incurring any other costs prior to the issue of a separate Certificate of Title for the Land.

11 DELAY IN SETTLEMENT

11.1 The Buyer acknowledges that a separate Certificate of Title in respect of the Land may not be available as at the date of this Contract or on the Settlement Date. Development WA is not obliged to notify the Buyer of the date of issue of the title where Settlement is subject to the issue of title.

11.2 The Buyer is not entitled to any compensation as a result in any delay in Settlement as a result of the Certificate of Title not being available.

11.3 Without limiting Condition 11.2, the Buyer acknowledges that the construction of any Development upon the Land may not be able to commence until Settlement has been effected and that any building contract entered into or other costs incurred by the Buyer prior to the date of actual Settlement are at the sole risk of the Buyer.

11.4 The Buyer acknowledges that Development WA has no liability for any costs or damages arising as a result of the Buyer entering into any building contract or incurring any other costs prior to actual Settlement (including but not limited to any increase in the construction cost).

12 CHANGE TO LAND

12.1 Where at the Contract Date the Land is not a subdivided Lot or Lots the Buyer agrees with Development WA that:

- (a) Development WA may make any changes modifications variations and amendments to the plan of subdivision as may be required by the relevant Authorities to obtain due registration of the plan of subdivision; and
- (b) the Buyer must not make any objection or seek to terminate the Contract or seek to claim any compensation in respect of any such change modification variation or amendment to the plan of subdivision or to the configuration or size of the Land.

12.2 In the event of any dispute as to whether such modification variation or amendment has Materially Prejudiced or Detrimentially Affected the Land then such dispute shall be determined by a Valuer agreed between Development WA and the Buyer and if not agreed then by a Valuer appointed by the President for the time being of the Australian Property Institute (Inc) Western Australian Division who will act as an expert and not as an arbitrator whose decision shall be final and binding. The Parties will pay the costs of such Valuer equally.

12.3 If a change, modification, variation or amendment to the:

- (a) plan of subdivision comprising the Land; or
- (b) configuration of the Land,

Materially Prejudices or Detrimentially Affects the Land, then the Buyer may within thirty (30) days of the later of notice of such change, modification, variation or amendment or determination of any dispute under this Condition 12.3 terminate this Contract by written notice to Development WA whereupon the Deposit will be refunded to the Buyer and neither Party will have any Claim against the other.

13 RISK

As from the Settlement Date the Land sold will be at the sole risk of the Buyer in respect of any loss or damage by accident, act of God or otherwise.

14 POSSESSION

Possession of the Land will be and shall be deemed to have been given and taken at Settlement subject to the Buyer having performed all of the Buyer's Obligations arising prior to Settlement.

15 COMPLIANCE WITH LEGISLATION

As from the Contract Date the Buyer must comply with and observe all provisions orders by-laws and regulations of and under any legislation in respect of or in any way affecting the Land.

16 CONSENTS

If this Contract is subject to any prior consent under any legislation, the Buyer must use best endeavours to obtain such consent.

17 DEVELOPMENT OF LAND

This Condition requires the Buyer to complete construction of a house on the Land within the time specified and in accordance with plans approved by Development WA. This is because Development WA wants to see Buyers of the Land develop the Land within a reasonable time and not allow the Land to remain vacant for a long period.

17.1 The Buyer must cause Practical Completion to be effected in accordance with the Approved Plans by the Latest Date for Practical Completion of Development or such later period as may be approved in writing by Development WA.

17.2 The Buyer must ensure that the Development is completed:

- (a) in accordance with any plans and specifications approved by any relevant Authority and, if applicable, by Development WA;
- (b) with all proper care skill and diligence;
- (c) in accordance with good industry practice;
- (d) in compliance with all applicable laws and regulations of any Authority;
- (e) in a proper and workmanlike manner; and
- (f) using materials which are in good condition of high quality and suitable for the purpose for which they are intended; and

- (g) unless Development WA agrees in writing, in a manner that ensures the Development is over a substantial area of the Land such that any undeveloped part of the Land cannot be the subject of a subdivision to create a separate title to the undeveloped portion of the Land.

17.3 The Buyer must submit to Development WA all proposed plans and specifications for the Development prior to such plans and specifications being approved by any relevant Authority for Development WA to determine if such plans and specifications result in a Development required under the Contract. Development WA will, within fifteen (15) Business Days of receipt, use its reasonable endeavours to either approve (conditionally or otherwise) or reject the plans and specifications and, if rejected, inform the Buyer the grounds of rejection. In the event that the plans and specifications are rejected or approved conditionally, then the Buyer must amend such plans and specifications and resubmit to Development WA as reasonably required by Development WA such amended plans and specifications for approval. The Buyer must not undertake the Development other than in accordance with the Approved Plans.

17.4 Upon Development WA approving the plans and specifications submitted to Development WA in accordance with Condition 17.3, the Buyer must use its best endeavours to submit such plans and specifications as soon as possible to the relevant Authorities (if necessary) for approval.

17.5 If any Authority requires the Buyer to amend all or any of the plans and specifications submitted in accordance with Condition 17.4, then the Buyer must amend such plans and specifications in accordance with the requirements of any Authority and the Buyer must re-submit such amended plans and specifications to Development WA for approval as soon as possible. Condition 17.3 will apply in respect of any amended plans and specifications submitted to Development WA for approval in accordance with this Condition 17.5.

17.6 If plans and specifications approved by Development WA in accordance with Condition 17.3 are rejected by any Authority, then the Buyer must submit new plans and specifications for the Development to Development WA for approval in accordance with Condition 17.3 and the provisions of Condition 17 will apply to such new plans and specifications.

17.7 If requested by the Buyer prior to Settlement, Development WA will sign any documents reasonably required by the Buyer which must be signed by the person who is the owner of the Land in order for the Buyer to obtain an approval from any relevant Authority for the Development on condition that:

- (a) the Buyer is solely responsible for all costs

associated with the preparation, execution, lodgement and approval of all documents executed by Development WA;

- (b) the Buyer is solely liable for the document and the Buyer has no right to make any Claim against Development WA for any matter in respect of any documents signed by Development WA and Development WA is not liable to indemnify the Buyer whatsoever or howsoever arising by reason of any documents signed by Development WA;
- (c) the Buyer indemnifies and agrees to keep fully and effectually Development WA indemnified from and against any Claim or Loss whatsoever (whether direct, indirect or consequential and whether present or future) which Development WA may incur in connection with any documents signed by Development WA and in respect of any Loss that Development WA may incur as a consequence of any act or omission of the Buyer arising from any documents signed by Development WA; and
- (d) the execution of any document by Development WA (including but not limited to any development application or building permit application) will not be considered an approval by Development WA of any activity or any use of the Land proposed by the Buyer pursuant to the document or application.

18 NO SUBDIVISION OR REZONING OR AMALGAMATION

Other than where specifically provided for under the Contract, the Buyer must not at any time prior to Practical Completion subdivide or apply to subdivide or apply to amalgamate the Land with any other land (whether by strata title or otherwise) or to apply to rezone the Land without first obtaining Development WA's written consent (which may be withheld or may be subject to any conditions Development WA requires).

19 USE AND DISPOSITION OF LAND

This Condition provides that until completion of construction of a house, the Buyer cannot sell, lease, mortgage or otherwise deal with the Land. This is because Development WA wants to see a completed house on the Land before the Buyer on sells or otherwise deals with the Land.

19.1 Until the Buyer has completed the Development in accordance with Condition 17 the Buyer must not:

- (a) sell, agree to sell, enter into a conditional contract to sell, grant an option to purchase, assign, transfer or otherwise dispose of; or
- (b) lease, sub-lease or agree to lease; or
- (c) mortgage, charge (including by a fixed and floating charge), grant a security interest (including an all assets security interest) or otherwise encumber or part with possession of,

the Land or any part of the Land or any estate or interest in the Land (**a Disposition**) without first obtaining the consent in writing of Development WA and if such consent is given then only subject to such conditions as may be imposed by Development WA (including the execution of any documents required by Development WA) PROVIDED THAT Development WA will not unreasonably withhold its consent to a mortgage or other encumbrance over the Land if:

- (a) the person or company to whom the mortgage, charge, security interest or encumbrance is to be effected ("**the Mortgage**") executes a deed of covenant to which the Buyer is a Party in a form required by Development WA;
- (b) the mortgage or other encumbrance is to secure a loan for the purpose of assisting with the purchase of the Land or in undertaking the Development; and
- (c) all moneys then due and payable by the Buyer to Development WA under the Contract have been paid and there is not any existing unremedied breach of the Buyer's Obligations.

19.2 If the Buyer:

- (a) is a corporation (other than a company listed on the Australian Stock Exchange), any change in the beneficial ownership of the shareholding in the corporation or any related corporation by which any change in the control of the corporation occurs (whether by the transfer of shares or the issue or allotment of further shares or otherwise); or
- (b) is the trustee of a trust, any change in the beneficial interests of any trust if the Buyer is acting as trustee so as to change in the control of such trust,

shall be deemed to be a Disposition of the Land for the purposes of this Condition and the Buyer must first obtain Development WA's written consent to such change.

20 DEVELOPMENT WA'S RIGHTS

- 20.1** Development WA may at any time (both prior to and after Settlement) and prior to Practical Completion of the Development enter upon the Land upon reasonable notice (being not more than 5 Business Days) to inspect the Land to ascertain if the Buyer is complying with the Buyer's Obligations.
- 20.2** All powers, acts, matters or things which Development WA is empowered or required to do under the Contract or any statute may be exercised or done by Development WA or by its duly authorised solicitor, agent, contractor or employee of Development WA.
- 20.3** In the event of the failure of the Buyer to observe and perform the Buyer's Obligations, Development WA may do all such acts, matters and things and pay all moneys which Development WA (acting reasonably) may in its absolute discretion consider necessary or desirable to secure the observance and performance of the Buyer's Obligations whereupon such moneys will be a debt owing to Development WA payable on demand.

21 CHARGE

- 21.1** In order to secure the Buyer's Obligations the Buyer hereby charges its interest in the Land in favour of Development WA and agrees that Development WA may lodge an absolute caveat pursuant to such charge as equitable chargee or mortgagee over the title to the Land.
- 21.2** Subject to compliance with Condition 19.1 Development WA will, at the cost of the Buyer, withdraw any absolute caveat lodged over the title to the Land pursuant to Condition 21.1 to enable a dealing in respect of the Land to be registered in favour of any approved Donee or Mortgagee PROVIDED THAT Development WA is entitled to contemporaneously lodge a new absolute caveat after such dealing pursuant to Condition 21.1.
- 21.3** Upon completion of all of the Buyer's Obligations as determined by Development WA (acting reasonably), Development WA will withdraw the absolute caveat lodged over the title to the Land pursuant to Condition 21.1 and Condition 22.11.
- 21.4** The Buyer must not take any action to remove any absolute caveat registered by Development WA pursuant to this Condition or Condition 22 and if the Buyer does take such action, the Buyer indemnifies Development WA from and against any Loss suffered or incurred by Development WA as a result.

22 OPTION TO REPURCHASE

In accordance with the objectives of Development WA's Act, Development WA seeks to facilitate the provision and development of land in a range of localities to meet the social and economic needs of the State. In fulfilling these objectives, Development WA seeks to ensure that land (including the Land) is developed within a reasonable timeframe and the Buyer otherwise meets its obligations due after Settlement. Accordingly, if the Buyer fails to complete the Development on the Land within the period specified in the Schedule to this Contract or otherwise fails to perform any of the Buyer's Obligations, then Development WA may, at its election, exercise its option to repurchase the Land in accordance with the provisions of this Condition 22 in order for Development WA to be able to sell the Land to another buyer who will also be required to undertake a development on the Land within an agreed timeframe.

- 22.1** The Buyer grants to Development WA an option to repurchase the Land and all fixed improvements on the Land from the Buyer in accordance with the provisions of this Condition 22.
- 22.2** If at any time after Settlement:
- (a) the Buyer fails to complete the Development in accordance with Condition 17;
 - (b) an Insolvency Event occurs with respect to the Buyer; or
 - (c) the Buyer otherwise fails to observe or perform any Buyer's Obligations,
- (any of which is called **the Default**)
- then Development WA may at any time and without time being of the essence, exercise its option to repurchase the Land for an unencumbered estate in fee simple for the Repurchase Price by giving the Buyer a written notice and the following provisions of this Condition 22 will apply.
- 22.3** If no Development works other than site clearing, earthworks and foundations have occurred on the Land at the date of exercise of the option to repurchase or if Development WA (acting reasonably) otherwise considers any development works are of minimal value for any future development then the Repurchase Price payable by Development WA will be calculated at the election of Development WA as follows:
- (a) the Purchase Price of the Land under the Contract; or
 - (b) the current market value of the Land as determined by a Valuer appointed by Development WA,

and the Repurchase Costs shall be deducted from and offset against the Repurchase Price when paid at the Repurchase Settlement.

22.4 If Condition 22.3 does not apply then the Repurchase Price shall be calculated on the basis of the Land component and the Development component. The Land component shall be calculated at the election of Development WA as either:-

- (a) the Purchase Price of the Land under the Contract; or
- (b) the current market value of the Land on the assumption no works have been undertaken on the Land as determined by a Valuer appointed by Development WA,

The Development component shall be the value of Development works undertaken up to the date of exercise of the option as determined by a Valuer appointed by Development WA.

The Valuer: -

- (i) will be entitled to appoint and obtain the advice of a qualified and experienced Quantity Surveyor if the Valuer considers it necessary or beneficial to the proposed valuation;
- (ii) must take into account what effect the partly constructed Development would have on the value of the Land if Development WA elected to on sell the Land to a third party following the Repurchase Settlement; and
- (iii) must take into account any additional costs that may be incurred by Development WA or another party for a builder to complete the Development taking into account that a builder would charge a premium to take over construction of a partly constructed Development or to rectify any defect in the Development.

22.5 The Buyer agrees that the Buyer shall be liable for the following costs of Development WA on the repurchase of the Land:

- (a) Development WA's solicitor's or settlement agent's costs and disbursements incurred upon the repurchase of the Land by Development WA (including costs and disbursements on the issue of any notices to the Buyer, negotiations with the Buyer and effecting the Repurchase Settlement);
- (b) all costs incurred in respect of the original sale of the Land to the Buyer pursuant to the Contract including all real estate agent's fees and other sales costs and any rebate paid or credited to the Buyer;

- (c) all express or costs incurred by Development WA arising from the breach of the Buyer's Obligations including all legal and other costs of notices and repurchase;
- (d) all duty under the Duties Act 2008 (WA) or any other tax payable under any legislation;
- (e) if Condition 22.6(b) applies, the GST payable by Development WA on the Purchase Price of the Land;
- (f) if Condition 22.8(a) applies, the cost or estimated cost of removal of all structures constructed or partly constructed on the Land; and
- (g) if Condition 22.8(a) applies, the cost or estimated cost of amalgamating or resubdividing the land to revert the Land to its state as at Settlement; and
- (h) the costs of appointment of a Valuer by Development WA (including the cost of obtaining the advice of a Quantity Surveyor (if applicable)).

22.6 If GST was payable on the Purchase Price of the Land under the Contract and:

- (a) if the Buyer is registered for GST purposes as at the date of the Repurchase Notice, the Buyer must give Development WA a Tax Invoice prior to the Repurchase Settlement; and
- (b) if the Buyer is not registered for GST purposes as at the date of the Repurchase Notice or does not supply a Tax Invoice prior to the Repurchase Settlement, then the Buyer agrees to Development WA including an amount representing the GST payable on the Purchase Price as a cost payable by the Buyer when determining the Repurchase Costs in accordance with Condition 22.5.

22.7 If Development WA elects that the Repurchase Price will be calculated based on the current market value of the Land, Development WA will upon request by the Buyer provide the Buyer with a copy of a valuation obtained by Development WA determining the current market value of the Land as at the date of the Repurchase Notice.

22.8 Development WA may in its absolute discretion direct the Buyer prior to the date of the Repurchase Settlement to:

- (a) if Condition 22.3 applies, remove all structures constructed or partly constructed on the Land and make good the land to the reasonable satisfaction of Development WA at the Buyer's cost. In the event that the Buyer fails to remove such structures within 30 days from the date of request, then Development WA may remove such

structures and add the cost of removal to the Repurchase Costs or add a reasonable estimate of the cost of the removal to the Repurchase Costs; and

- (b) amalgamate or resubdivide the Land to revert the Land to its state as at Settlement. In the event that the Buyer fails to undertake such actions within 30 days of request, then Development WA may apply for such amalgamation or resubdivision at the Buyer's cost in all respects and the Buyer must promptly sign all documents required by Development WA to effect such reversion and the Buyer grants to Development WA a power of attorney to sign such documents for and on behalf of the Buyer. Alternatively, Development WA may add the estimated costs of any amalgamation or resubdivision to the Repurchase Costs. The Buyer must also promptly obtain at its cost all required consents including but not limited to the consent of any mortgagee.

22.9 If the Repurchase Costs or estimated costs determined in accordance with Condition 22.5 are greater than the Repurchase Price, then the differential shall be a debt owing by the Buyer to Development WA payable on demand.

22.10 Settlement of the repurchase must be effected on the date being the later of thirty (30) days after the date of issue of an assessment of duty in relation to the repurchase or 45 days from the date of a request under Condition 22.8 (if applicable).

22.11 The Buyer:

- (a) acknowledges and agrees that Development WA may lodge an absolute caveat against the Certificate of Title to the Land in respect of the option granted to Development WA pursuant to this Condition (in addition to the Caveat lodged pursuant to Condition 21);
- (b) charges its interest in the Land in favour of Development WA to secure the Buyer's Obligations under this Condition; and
- (c) the Buyer must not take any action to remove any caveat lodged by Development WA pursuant to this Condition.

The right granted by this Condition will continue notwithstanding any transfer or other dealing with the Land.

22.12 Upon the issue of the Repurchase Notice to the Buyer:

- (a) Development WA will prepare a registrable transfer of the Land and deliver it to the Buyer and the Buyer must execute and return such transfer to Development WA within 5 Business Days;

- (b) the Buyer (or its officers) must, at its cost, either:

(i) have the Buyer's (or its officers') identity verified at Australia Post within 5 Business Days of Development WA giving the Repurchase Notice to the Buyer and the Buyer (or its officers) must do all things required by Australia Post to complete the land title identity verification form; or

(ii) appoint a settlement agent for the repurchase to identify the Buyer (or its officers) and provide a verification of identity certificate for the Buyer (in a form required by Landgate) on or prior to the Repurchase Settlement.

(c) the Buyer must ensure that the duplicate Certificate of Title (if issued) and any discharge of any mortgage or other encumbrance is provided to Development WA at the Repurchase Settlement;

(d) subject to Condition 22.12(e), the Repurchase Price less the Repurchase Costs will be paid to the Buyer on the date of the Repurchase Settlement;

(e) outgoings will be adjusted as at the date of the Repurchase Settlement;

(f) the Buyer must sell the Land to Development WA free of all liens charges mortgages caveats or other encumbrances whatsoever over the Land (other than any restrictive covenants, easements or other encumbrances registered over the title to the Land as a requirement of the Commission) and must cause the withdrawal or removal of any such encumbrance. Development WA may pay the Repurchase Price or any part of the Repurchase Price to any encumbrancee as may be necessary to allow the withdrawal or removal of any such encumbrance; and

(g) the Joint Form shall apply to the Repurchase Settlement to the extent a matter is not specified in this Condition.

22.13

Notwithstanding any other Conditions, the option of Development WA to repurchase the Land in accordance with this Condition 22 is without prejudice to Development WA's Remedies and will not be prejudiced by or in any way limited by any delay on the part of Development WA in exercising the option to repurchase and notwithstanding that Development WA may have been aware of any breach of any of the Buyer's Obligations or that Development WA may have given any extension of time or varied the Contract.

23	ERROR IN AREA
23.1	If there is any mistake in or omission from this Contract with respect to the description, boundary or area of the Land or any other similar matter: <ul style="list-style-type: none"> (a) the same will not invalidate the sale; and (b) if notified to the other Party within seven (7) days of the date of this Contract the same will be the subject of compensation to be paid or received by Development WA as the case may require.
23.2	An error or misdescription as specified in Condition 23.1 will not entitle a Party to terminate the Contract or to delay Settlement and the Buyer is not entitled to compensation as a result.

24	DIVIDING FENCE
24.1	The Buyer acknowledges that any retaining wall or boundary wall or fence between the Land and any adjoining land may be constructed on the boundary of the Land, entirely on the Land or adjoining land or partially on either (with the centre of such wall or fence not on the boundary between the Land and adjoining land). The Buyer must make its own enquires as to the boundaries of the Land and the Buyer must not make any claim against and is not entitled to any compensation from Development WA, nor terminate the Contract, if any wall or fence is not on the boundary of the Land.
24.2	All fences and walls purporting to be on the boundary of the Land will as between Development WA and the Buyer be deemed to be upon their true boundary and if any fence or wall is found not to be on its true boundary the Buyer is not entitled to any compensation or have any claim against Development WA or any right to terminate the Contract.
24.3	The Buyer will not make any Claim against Development WA pursuant to the Dividing Fences Act 1961 or however else concerning: <ul style="list-style-type: none"> (a) the construction of, or contribution to the cost of construction of, any dividing fences or walls; or (b) any other liability in respect of a dividing fence or wall including any liability Development WA may have incurred with any adjoining owners.
24.4	The Buyer acknowledges and agrees that this Condition may be pleaded as an absolute bar to any relief, compensation or claim sought by the Buyer against Development WA.

24.5	The Buyer must not build any structure on the Land, plant or remove any vegetation nor remove soil, rocks or other materials which may affect the structural integrity of any wall or fence between the Land and any adjoining land.
24.6	The Buyer has had the opportunity to inspect any fence or wall now constructed on the Land prior to entering into this Contract. Development WA gives no warranty as to the condition of the wall or fence as at settlement or its future use.
24.7	The Buyer accepts the condition of any fence or wall as at the Settlement Date.

25	INSPECTION OF PEGS
25.1	The Buyer acknowledges and agrees that to the maximum extent possible: <ul style="list-style-type: none"> (a) the Buyer has had the opportunity to inspect the Land; and (b) as at the date of the Contract where any pegs marking the boundaries of the Land (if any) are in place such pegs may or may not mark the true boundaries of the Land.
25.2	Development WA is not liable to the Buyer where no pegs mark the boundary of the Land or the pegs have been removed or do not mark the true boundaries of the Land.
25.3	In the event that any pegs are removed from the Land prior to the Settlement Date for any reason Development WA is not obliged to resurvey the Land or to replace any such pegs or in any manner be liable for such removal.

26	PLANNING AND OTHER MATTERS
	The Buyer acknowledges that the Land is sold subject to the following as at the Settlement Date: <ul style="list-style-type: none"> (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land; (b) any order or requisition affecting the Land; (c) any proposal or scheme for the widening, realignment, closure, siting or alteration of the level of any road or right of way adjacent to or in the vicinity of the Land by any Authority or person; (d) any resumption or proposal to resume the Land or any adjoining or other land; and (e) any easement, memorial (and any condition or statement contained in the memorial), notification, positive covenant or restrictive

covenant or other encumbrance specified in Conditions 9.1 or 9.3 affecting the Land or which will affect the Land on registration of the transfer of the Land to the Buyer,

and the Buyer will take title subject to the above and will not be entitled to make any objection, requisition or claim for compensation, nor to rescind this Contract in respect of any matter mentioned in this Condition.

27 BUSHFIRE RISK

27.1 The Buyer acknowledges and agrees that it should enquire as to whether the Land is classified as "Bushfire Prone" by the Office of Bushfire Risk Management within the Department of Fire and Emergency Services.

27.2 If the Land is classified as "Bushfire Prone", the Buyer should:

- (a) check with the Local Authority to ascertain if a Fire Management Plan has been prepared in respect of the Land;
- (b) ascertain if a Bushfire Attack Level (BAL) has been established in respect of the Land and, if not, consider whether it should appoint a relevant consultant to determine the BAL; and
- (c) if applicable, consider if any Development should be undertaken in accordance with AS3959-2009 (as amended from time to time) relating to construction of buildings within a Bushfire Prone Area.

27.3 If a BAL has been established in respect of the Land and/or a Fire Management Plan is in existence in respect of the Land, the Buyer must take into account the BAL and comply with the Fire Management Plan in relation to any Development and:

- (a) if required, comply with AS3959-2009; and
- (b) if not required, consider compliance with AS3959-2009,

in relation to any Development.

28 MAINTENANCE OF LANDSCAPING AND STRUCTURES

28.1 The Buyer acknowledges that any landscaping, retaining walls, entry statements and other structures established by Development WA in the estate of which the Land forms part may not be maintained by Development WA after the date of the Contract.

28.2 In the event that a landscaped street verge adjoining the Land has been provided by Development WA the Buyer acknowledges that:

- (a) the irrigation for such street verge may be supplied from a temporary source which may be disconnected by Development WA in its absolute discretion; and
- (b) the Buyer must in such event reconnect such irrigation to the water supply from the Land and shall undertake ongoing maintenance and watering of the landscaped verge.

29 SERVICES, CONTAMINATION AND NBN

29.1 The Buyer acknowledges and confirms that:

- (a) the Land has or will be provided with Services to the boundary of the Land by Development WA or a relevant Authority in accordance with conditions imposed by the Commission;
- (b) the Land may be filled and/or levelled by Development WA to meet the requirements of the Commission and that any additional earthworks that may be required will be at the sole cost of the Buyer;
- (c) it has made its own enquiries in relation to all servicing required to be effected to the Land for its proposed use and will meet all such servicing requirements (other than as specified in paragraph (a)) at its cost;
- (d) Development WA is not liable to the Buyer for any costs or charges which may be charged or levied in relation to the Land or the provision of Services either before or after Settlement (including, but not limited to, any headworks charges) imposed by any Authority or any service provider;
- (e) where Settlement is due under the Contract and where any Services required to be provided by Development WA or any Authority in accordance with conditions imposed by the Commission pursuant to this Condition 29.1 have not been provided or a connection to any of the Services is not available for any reason, the Buyer must nevertheless effect Settlement on the Settlement Date and will have no Claim against Development WA as a result; and
- (f) if required by Development WA, the Buyer grants to Development WA and its employees, agents, invitees and contractors and any service providers (with or without equipment) access to the Land at all reasonable times following Settlement to supply and install any Services or carry out

- any works reasonably required by Development WA.
- 29.2** The Buyer acknowledges and agrees that:
- (a) the Buyer must ensure that the Building Ready Specifications and appropriate building wiring specifications are complied with in respect of the Development in order to enable connection to the Network Infrastructure; and
 - (b) a failure to comply with the Building Ready Specifications will prevent the Development being able to be connected to the Network Infrastructure or will require the Buyer to incur additional costs in order to connect to the Network Infrastructure.
- 29.3** Without limiting Condition 29.1, the Buyer acknowledges and agrees that:
- (a) the Land may be serviced by the National Broadband Network in relation to the supply of broadband internet services (NBN);
 - (b) if the Buyer proposes to connect to the NBN, the Buyer must at its cost construct the Development in accordance with the requirements and specifications of NBN Co Ltd and must obtain all relevant requirements and specifications from NBN Co Ltd directly prior to undertaking the Development;
 - (c) the Buyer must as soon as possible notify NBN Co Ltd of the number of intended connections to the NBN required by the Buyer for the Development;
 - (d) if the proposed Development is a strata-title Development or if the Buyer requires multiple connections to the NBN, delays may be experienced in NBN Co Ltd providing connections to the NBN for the Development;
 - (e) it is the sole responsibility of the Buyer to make its own independent enquiries with NBN Co Ltd and any other relevant person, company or Authority in relation to the costs, connection timeframes and all other requirements relating to the NBN and connection to the NBN prior to entering into this Contract; and
 - (f) Development WA is not responsible for, and the Buyer releases Development WA from, any costs, losses or expenses incurred by the Buyer as a result of any matter associated with the NBN or NBN Co Ltd including but not limited to all costs associated with obtaining, or failing to obtain, any connection to the NBN. The Buyer must not make any Claim against Development WA in relation to any matters associated with the NBN.
- 29.4** Other than where the Land has been reported to the Department of Environment Regulation under the Contaminated Sites Act as being Contaminated or suspected of being Contaminated, Development WA is not aware of any Contamination on or below the surface of the Land which will materially affect the use of the Land.
- 29.5** The Buyer agrees that it must make its own enquiries as to whether any condition or Contamination on or below the Land will affect the Development or the use of the Land proposed by the Buyer and agrees to purchase the Land subject to any Contamination or sub-surface conditions that may exist.
- 29.6** If as at the date of the Contract the Land has not been connected to any Services then the Buyer must meet all costs relating to such connection.
- 29.7** If at the Contract Date a relevant Authority has determined that underground power or any other Services will be installed to or applied to the Land and a charge has been imposed on Development WA for that installation or connection then the cost of that installation or connection will be met by Development WA. The Buyer must pay any subsequent charge, assessment or liability that may apply subsequent to the Contract Date in relation to the installation of underground power or any other Services.
- 29.8** If at the Contract Date there is a septic tank on the Land which is required to be decommissioned, then the Buyer is solely responsible for decommissioning the septic tank.
- 29.9** If an electricity transformer is or will be installed on or adjacent to the Land, the Buyer must comply with the requirements of any relevant service provider and shall not construct or install any fencing or other structure within such distance from the boundary of any electricity transformer and/or switchgear site as specified by the relevant service provider.
- 29.10** Without limiting any other Condition, the Buyer acknowledges and agrees that Development WA is not liable for, and the Buyer must make its own independent enquiries as to, the Services or connections provided, or to be provided (or the lack of Services), to the Land and whether or not such Services or connections are or will be satisfactory for the Development or any use.
- 29.11** The Buyer acknowledges and agrees that telecommunication services to the Land may be installed, owned, operated and/or maintained by a Party other than Development WA and that the Buyer must not make any Claim against Development WA in relation to such telecommunication services.
- 29.12** The Buyer acknowledges and agrees that connection to the sewer connection (when installed) to the Land must be effected by the Buyer. Any increase to the

flow rate above the standard allowance as required by the Buyer is to be procured by the Buyer at its cost. The depth of the property connection has been designed in accordance with Water Corporation requirements.

29.13 The Buyer acknowledges and agrees that the Buyer accepts any soil classification of the Land and agrees that the Buyer is solely liable for all costs arising as a result of such classification.

29.14 The Buyer acknowledges and agrees that it is solely liable as to the requirements to upgrade any Services to the Land, and the capacity of the Services required, in order for the Buyer to use the Land for the Development or any other use including, but not limited to, the upgrade of power, water, sewerage or any other Services.

29.15 The Buyer releases and discharges Development WA and agrees that the Buyer is responsible and liable for all liability, investigation, Remediation and other costs (whether direct or indirect) associated with Contamination or Pollution affecting the Land or other land in the vicinity of the Land whether such Contamination or Pollution occurred prior to or subsequent to the date of the Contract other than Contamination caused or contributed to by Development WA.

29.16 The Buyer is solely liable to comply with and otherwise to deal with all laws and the requirements or orders of any relevant Authority in relation to any Contamination or Pollution or otherwise on or from the Land.

29.17 The Buyer agrees to indemnify and keep indemnified Development WA from and against any Claim or Loss (whether direct or indirect and whether present or future) which Development WA may suffer in relation to any Contamination or Pollution on the Land whether prior to or subsequent to the date of the Contract other than Contamination caused or contributed to by Development WA.

29.18 The Buyer must sign such documents and do such acts, matters and things as may be necessary or desirable in order to assume full liability for all Contamination and Pollution under the Contaminated Sites Act or future legislation other than Contamination caused or contributed to by Development WA.

(b) the Lender in paragraph (a) providing an acknowledgement in a manner as Development WA requires acknowledging that the Lender is aware that a rebate has or may be paid; and

(c) if the transfer of the land is effected other than by way of electronic conveyancing in accordance with Condition 42, the Transfer of Land form to be registered at Landgate providing as the consideration for the sale in the consideration panel "The terms of the contract for sale between the Transferor (as seller) and the Transferee (as buyer)". If the transfer of Land is effected through electronic conveyancing pursuant to Condition 42 the rebate amount shall be recorded as part of the electronic conveyancing.

31 GOODS AND SERVICES TAX

31.1 The Parties acknowledge and agree that Development WA is considered to be the State under the GST Act and it has previously obtained a private ruling from the Australian Taxation Office to this effect.

31.2 The parties acknowledge that for the purposes of this Contract and any other dealing associated with the Contract, DevelopmentWA as the State is obligated under the GST Law to deal with its notional GST liability (as that term is used in Division 177 of the GST Act) as if it were GST.

31.3 Development WA and the Buyer agree that the Purchase Price is inclusive of GST.

31.4 DevelopmentWA and the Buyer agree that the Margin Scheme will apply and will be used in relation to the supply of the Land under this Contract to calculate GST on the Purchase Price and the Buyer agrees to DevelopmentWA adopting the Margin Scheme.

31.5 The Buyer acknowledges and agrees that the supply of land under this Contract is in exchange for the payment of the Purchase Price. The entry into the obligation of the Buyer to undertake a development on the land is not the provision of any consideration to DevelopmentWA for the supply of the land but rather delivers social, economic or environmental outcomes as required by the Western Australian Land Authority Act.

31.6 The Buyer agrees that it shall not provide any invoice or tax invoice to DevelopmentWA for the supply of development works on the land (inclusive of GST).

31.7 Where a Party or parties to this Contract provides non-monetary consideration and the provision of this non-monetary consideration is a Taxable Supply, the Party providing the non-monetary consideration shall provide a Tax Invoice to the

30 REBATES

If a rebate is payable by Development WA or a reduction in the monies payable at Settlement is allowed by way of a rebate, the payment of or credit for the rebate is conditional upon:

(a) the Buyer informing any Lender making a loan to the Buyer in relation to the purchase of the Land of the terms of the rebate;

other Party for the GST inclusive market value of the non-monetary consideration. Without reserving exclusive rights to determine such GST inclusive market value, DevelopmentWA may determine such market value to be for a nominal sum where the parties are acting at arms-length and are not associates. The Party receiving the Tax Invoice shall pay to the other Party the GST detailed on the Tax Invoice.

31.8 This Contract and supporting material is not a document notifying any obligation to make payment and is not considered an invoice under the GST Act. The deposit (if any) paid is held as security for the performance of an obligation in accordance with Division 99 of the GST Act.

31.9 If a Party is entitled under the Contract to be reimbursed or indemnified by a Party for a cost or expense incurred in connection with this Contract, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an Input Tax Credit may be claimed by the Party, as the case may be, entitled to be reimbursed or indemnified.

32 WARRANTY

32.1 The Buyer covenants and warrants with Development WA (which warranty the Buyer acknowledges has induced Development WA to enter into this Contract) that the Buyer has full power and capacity to enter into the Contract and the Buyer has obtained all relevant approvals necessary to enter into and complete the Contract.

32.2 The Buyer covenants and warrants to Development WA that it does not enter into the Contract as trustee of a trust or as agent for any other person or entity other than as expressly disclosed to Development WA prior to the Contract Date and as included in the Buyer's details in the Contract for Sale of the Land to which these Conditions are annexed.

32.3 Where the Buyer is acting as trustee, the Buyer covenants with and warrants to Development WA that the Buyer has or have or will have full powers pursuant to its memorandum and articles (or constitution) and its deed of trust (generally and together (if more than one) called the **Trust**) under which it purports to act.

32.4 The Buyer covenants that:

- (a) the Trust is lawfully and validly constituted and all deeds and other instruments in respect of the Trust have been properly executed;
- (b) the Trust will remain unrevoked and not varied other than with the prior written consent of Development WA, which will not be unreasonably withheld;

(c) the assets of the Trust as well as the assets of the trustee will at all times be available to satisfy the Buyer's Obligations and there is no limit or restriction on the recourse the trustee may have to the Trust assets;

(d) the consents or approvals of all parties necessary to execute this Contract so as to bind the property of the Trust have been obtained and all necessary conditions precedent for that purpose have been met;

(e) no one has taken or threatened nor is the Buyer aware of any one who is likely to take action to have the Trust wound-up or otherwise administered by action brought in any Court or to charge the Buyer or any person at any time connected with the Buyer or acting on behalf or purportedly on behalf of the Buyer with any breach of trust or misappropriation of trust moneys in connection with the Trust; and

(f) no facts are known to the Buyer where the Trust might be wound-up voluntarily or otherwise or the trustee changed or the assets of the Trust vested in any other person or the Trust may cease to operate or be deprived of funds prior to expiration of the Term.

32.5 The Buyer acknowledges and agrees with Development WA that if Development WA on reasonable grounds considers that there has been a breach of any of the warranties contained in this Condition then Development WA may without notice immediately terminate this Contract.

33 NO REPRESENTATIONS

33.1 The Buyer agrees that prior to entering into the Contract it has satisfied itself:

(a) by physical examination and inspection and all other necessary enquiries including, but not limited to, enquiries as to the classification status of the Land under the Contaminated Sites Act, and relying on the opinion or advice of such experts as the Buyer may wish to consult as to the state, condition, quality and quantity of the Land;

(b) by enquiry of all relevant authorities as to the zoning of the Land and the use to which the Land or any other land adjoining or in the vicinity of the Land may be put;

(c) as to the easements, restrictive covenants, notifications or other agreements or encumbrances to which the Land may be or become subject;

(d) as to the requirements of each and every Authority which has control or jurisdiction over the Land and the current and

- prospective use and development of the Land;
- (e) by independent valuations or reports as to the value of the Land and as to the present and future feasibility, liability and economic return that may be derived from the Land; and
 - (f) by survey and physical examination as to the area of the Land and not relying on the position of any pegs purporting to mark the boundary (if any),

and is deemed to purchase the Land in reliance solely upon such examination, inspection, enquiry, perusal, opinion and advice.

34 NO LIABILITY OF DEVELOPMENT WA

The Buyer has no right to make any objection or requisition or Claim against Development WA for compensation or to terminate or rescind the Contract and Development WA shall not be liable to indemnify the Buyer whatsoever or howsoever arising by reason of:

- (a) the prior use of the Land;
- (b) the Land being unsuitable for any particular purpose;
- (c) any minor variation to the area of the Land being different from the area indicated on any plan, brochure, document, letter, material or other publication issued or published by or on behalf of Development WA or as indicated on the Certificate of Title to the Land;
- (d) the provision of, or a lack of, or lack of an available connection to, water, drainage, sewerage, gas, electricity, telecommunication or other services or connections to the Land, or in respect of the fact that any Services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;
- (e) any minor encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
- (f) the location of any sewerage, water or drainage or other pipes or cables or services affecting the Land, or that any pipes or cables pass through, or penetrates the Land; or
- (g) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation.

35 BUYER'S ACKNOWLEDGEMENTS

35.1 The Buyer acknowledges and agrees that:

- (a) no warranty has been given or made to the Buyer or anyone on the Buyer's behalf by Development WA or any agent, employee or contractor or consultant of Development WA or any other person on Development WA's behalf as to:
 - (i) the title to the Land;
 - (ii) any encumbrance, restriction or right in favour of any third party affecting the Land;
 - (iii) the condition or state of repair, order or condition of the Land;
 - (iv) the suitability of the Land for any use or purpose of any kind;
 - (v) the fences (if any) purporting to be on the boundaries of the Land being on the proper boundaries of the Land; or
 - (vi) the provisions of, or lack of, or the lack of an available connection to, Services or connections to the Land;
- (b) any warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold 'as is where is' and as it stands with all existing faults, defects, omissions or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on Development WA to disclose or particularise any faults, defects, omissions or characteristics known to Development WA; and
- (d) Development WA will not be liable to make any allowance or compensation to the Buyer nor will the Purchase Price be affected by the exclusion of warranties in this Condition.

35.2 The Buyer acknowledges that it is solely liable for all site clearance and building preparation costs on the Land which should be determined by the Buyer prior to entering into this Contract.

35.3 Whilst not limiting any other provision in these Conditions, the Buyer acknowledges and agrees that:

- (a) it is solely responsible at its cost for complying with and implementing all fire protection, water pressure or other requirements imposed on or affecting the

sent in its entirety to the facsimile number of the addressee,

but if the delivery or transmission by facsimile is on a day which is not a business day or is after 5.00 p.m. (addressee's time) it is to be regarded as being given at 9.00 a.m. (addressee's time) on the next succeeding business day; and

(iv) if by email on the earlier of:

- (A) the Business Day after the date on which the email is sent provided that the sender does not receive any system message indicating that the transmission of the notice has been delayed or has failed (for the purposes of this clause an "out of office message" of a recipient will be deemed to be a message indicating delay of the notice unless the email is sent to more than one recipient of the Party);
- (B) the day on which the recipient of the email responds to the email (or where the response is not on a Business Day, the next Business Day); and
- (C) the day on which an automatic "read receipt" is received by the sender provided that the "read receipt" is received prior to 5.00pm on a Business Day otherwise the notice is deemed to be served on the following Business Day.

39.2 Where the Buyer comprises 2 or more persons or corporations, or any combination of the same, notice to either 1 person or to 1 corporation is deemed notice to all persons and corporations comprising the Buyer.

39.3 A notice served on the Buyer's Conveyancer in accordance with this Condition will be treated for all purposes as if the notice had been served on the Buyer.

40 TIME OF ESSENCE

Unless otherwise stated, time will in all respects be of the essence in the Contract.

41 MISCELLANEOUS

41.1 The Contract is to be governed by, and construed according to the laws of Western Australia.

41.2 Unless application is mandatory by law, a statute, proclamation, order, regulation or moratorium, present or future, is not to apply to the Contract or these Conditions so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise affect prejudicially rights, powers, privileges, remedies or discretions given or accruing to a Party.

41.3 If a condition, covenant or stipulation of the Contract or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these Conditions and the Contract will be valid and enforceable to the fullest extent permitted by law.

41.4 The Buyer may not assign or transfer its rights under the Contract (including as a result of a deemed disposition pursuant to Condition 19.2) without the prior written consent of Development WA, which consent may be withheld in the absolute discretion of Development WA.

41.5 A provision of, or a right created under, the Contract may not be:

- (a) waived except in writing signed by the Party granting the waiver; or
- (b) varied except in writing signed by all Parties.

41.6 The failure or delay on Development WA's part at any time to enforce any of its rights or to exercise any option to repurchase or discretion in accordance with the Contract will not be construed as a waiver of the provisions of the Contract or prejudice Development WA exercising such rights or the exercise of any such option or discretion.

41.7 Development WA and the Buyer agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by the Contract.

41.8 Without limitation to the extent that any obligations under the Contract have not been complied with on or before Settlement, those obligations survive Settlement and continue until complied with.

41.9 Each Party is to pay its own solicitor's costs in respect of the Contract and the completion of the transaction evidenced by the Contract. Any document recording a variation to the Contract requested by the Buyer and agreed by Development WA will be at the cost of the Buyer. The Buyer must pay all duty assessed on this Contract.

41.10 The Contract comprises the whole agreement between the Parties and subject only to any provision expressly to the contrary supersedes all prior agreements and understandings between the Parties.

41.11 The Contract may consist of a number of counterparts. The counterparts taken together constitute one instrument. Evidence of execution of the Contract or any counterpart may be effected by email or facsimile transmission.

41.12 Where any consent or approval under these Conditions is to be given by Development WA, that consent or approval must be given by Development WA in writing and such consent or approval may be given subject to conditions determined by Development WA in its absolute discretion.

42 ELECTRONIC CONVEYANCING

42.1 These Conditions apply if:

- (a) Landgate will only accept the Transfer or any other instrument to be lodged together with the Transfer following Settlement for registration conducted electronically in accordance with the Electronic Conveyancing National Law; or
- (b) the Parties agree to effect the Transfer in accordance with these Conditions.

42.2 The Parties agree that these Conditions have priority over any other provision in the Contract to the extent of any inconsistency.

42.3 The Parties agree that Settlement and lodgement of the instruments necessary to transfer the Land to the Buyer and record the Buyer as registered proprietor of the Land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

42.4 Provided that the Transfer and any other instrument to be lodged together with the Transfer following Settlement are capable of being accepted at Landgate over the counter for registration, if either Party reasonably believes that Settlement and lodgement of the Transfer and any other instrument to be lodged together with the Transfer following Settlement can no longer be conducted electronically either Development WA (or its Conveyancer or Lawyer) or the Buyer's Conveyancer (or the Buyer) must immediately give a notice to the other party (**Withdrawal Notice**). These Conditions (other than Condition 42.5) ceases to apply if a Withdrawal Notice is given and Condition 5 shall apply.

42.5 If a Withdrawal Notice is given by a Party to the other, then the Settlement Date shall be the later of 14 days from the date of delivery of the Withdrawal Notice and the Settlement Date specified in the Contract.

42.6 Development WA (or its Conveyancer or Lawyer) and the Buyer's Conveyancer (or the Buyer) must:

- (a) be a Subscriber for the purposes of the Electronic Conveyancing National Law;
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a Subscriber for the purposes of the Electronic Conveyancing National Law; and
- (c) conduct the transaction in accordance with the Electronic National Law.

42.7 As soon as reasonably practicable after the Contract Date, or if the Contract is conditional, after the Contract becomes unconditional, Development WA (or its Conveyancer or Lawyer) shall:

- (a) open an Electronic Workspace with an Electronic Lodgement Network Operator; and
- (b) invite the Buyer's Conveyancer (or the Buyer), and the holder of any encumbrance on the Certificate of Title to join the Electronic Workspace.

42.8 As soon as possible after receipt of an invitation to join the Electronic Workspace, the Buyer's Conveyancer (or the Buyer) shall:

- (a) accept the invitation to join the Electronic Workspace; and
- (b) invite any Lender who is providing finance to the Buyer to join the Electronic Workspace.

42.9 Nothing in Condition 42.7 or 42.8 shall be taken to restrict any Party from opening the Electronic Workspace and issuing invitations to join the Electronic Workspace. The Parties agree to do all things necessary to ensure all parties required to participate in the Electronic Workspace are invited to the Electronic Workspace, including by opening an Electronic Workspace in the event that Development WA (or its Conveyancer or Lawyer) has failed to do so within a reasonable time.

42.10 Development WA (or its Conveyancer or Lawyer) must nominate a time of the day for locking of the Electronic Workspace at least 5 Business Days before the Settlement Date.

42.11 Settlement occurs when the Electronic Workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties have occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the Buyer to become registered proprietor of the Land have been accepted for electronic lodgement.

- 42.12** If, after the locking of the Electronic Workspace at the nominated settlement time, Settlement has not occurred by 4.00pm, or 6.00pm if the nominated settlement time is after 4.00pm (with all times in this Condition being AEST or AEDT, as applicable), the Parties must do everything reasonably necessary to effect Settlement electronically on the next Business Day.
- 42.13** If Settlement fails to occur in accordance with Condition 42.11 by the settlement time specified in Condition 42.12 as a result of a computer system operated by Landgate, Office of State Revenue, Reserve Bank of Australia, a Financial Institution or Electronic Lodgement Network Operator is inoperative, neither Party is in default and the Settlement Date is deemed to be the next Business Day or as soon as possible after the computer system becomes operative.
- 42.14** Any rights under the Contract or at law to terminate the Contract may not be exercised during the time the Electronic Workspace is locked for Settlement.
- 42.15** Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

43 SPECIAL CONDITIONS

The Special Conditions will apply to and form part of this Contract. In the event of any inconsistency between the Special Conditions and the Conditions, the Special Conditions prevail.



REGISTER NUMBER 272/DP408889	
DUPLICATE EDITION N/A	DATE DUPLICATE ISSUED N/A

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2927** FOLIO **176**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.




REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 272 ON DEPOSITED PLAN 408889

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

WESTERN AUSTRALIAN LAND AUTHORITY OF LEVEL 6, 40 THE ESPLANADE PERTH WA 6000
(AF N627479) REGISTERED 19/5/2017

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

- *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR DRAINAGE PURPOSES TO SHIRE OF GNOWANGERUP SEE DEPOSITED PLAN 408889
- *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR SEWERAGE PURPOSES TO WATER CORPORATION SEE DEPOSITED PLAN 408889

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP408889
PREVIOUS TITLE: 2925-104
PROPERTY STREET ADDRESS: 28 QUINN ST, GNOWANGERUP.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF GNOWANGERUP
RESPONSIBLE AGENCY: WESTERN AUSTRALIAN LAND AUTHORITY

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING N627479



REGISTER NUMBER 273/DP408889	
DUPLICATE EDITION N/A	DATE DUPLICATE ISSUED N/A

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2927** FOLIO **177**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.




REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 273 ON DEPOSITED PLAN 408889

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

WESTERN AUSTRALIAN LAND AUTHORITY OF LEVEL 6, 40 THE ESPLANADE PERTH WA 6000
(AF N627479) REGISTERED 19/5/2017

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

- *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR DRAINAGE PURPOSES TO SHIRE OF GNOWANGERUP SEE DEPOSITED PLAN 408889
- *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR SEWERAGE PURPOSES TO WATER CORPORATION SEE DEPOSITED PLAN 408889

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

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SKETCH OF LAND: DP408889
PREVIOUS TITLE: 2925-104
PROPERTY STREET ADDRESS: 30 QUINN ST, GNOWANGERUP.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF GNOWANGERUP
RESPONSIBLE AGENCY: WESTERN AUSTRALIAN LAND AUTHORITY

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING N627479



**GST WITHHOLDING SUPPLIER NOTICE
CONTRACT FOR THE SALE OF RESIDENTIAL LAND**



Schedule

Property:	Lot 272 & Lot 273 Quinn Street, Gnowangerup
Seller:	Western Australian Land Authority (A.B.N. 34 868 192 835) (‘DevelopmentWA’)
Buyer/s:	Shire of Gnowangerup
GST Treatment:	Margin Scheme (7%)
Consideration:	\$50,000
GST Withholding Amount:	\$3,500
Payment due:	On or before the day of settlement.

1. In this annexure:

Applicable Transactions are where a Contract of Sale is for new residential premises or potential residential land or the supply is via a long term lease (more than 50 years).

ATO means the Australian Taxation Office.

Buyer has the same meaning as Buyer’s Representative or Purchaser.

Commercial Residential premises that are both new residential and commercial residential premises are excluded and a withholding obligation does not apply (for example hotels and motels).

Consideration is the Contract Price being the full purchase price under the contract, not taking in account any normal adjustments that may occur.

Consideration not expressed as money then the GST inclusive market value of the land is the consideration.

Effective Date means Contracts entered into from 1 July 2018.

Form 1 is the GST property settlement withholding notification online form to be completed and submitted by the Buyer notifying the ATO of the details of the settlement. The ATO will provide a payment reference number (‘PRN’) and lodgement reference number (‘LRN’).

Form 2 is the GST property settlement date confirmation online form to be completed and submitted by the Buyer notifying the ATO of the actual date of settlement

Fully Taxed Supply requires 1/11th of the Contract Price to be withheld and remitted to the ATO by the Buyer.

Margin Scheme Supply requires 7% of the Contract Price to be withheld and remitted to the ATO by the Buyer.

Mixed Use land where a supply under the Contract of Sale is for partly for new residential premises or potential residential land. Calculation of the withholding amount is an apportionment of the contract price multiplied by the applicable rate.

Multiple Recipients where the buyers are purchasing the land as tenants in common then each buyer has an obligation to make a payment to the ATO proportionate to their interest in the property. Where the buyers are joint tenants then either one may make the payment to the ATO.

Payment Due to be remitted to the ATO on or before the day that consideration is first provided to the supplier (excluding the deposit) usually on the day of settlement. If the purchase price is paid in instalments then on or before the day of the first instalment.

Seller has the same meaning as Vendor and Supplier for the purposes of this notice.

Transitional Rules apply were a contract was entered into before 1 July 2018 and consideration is provided before 1 July 2020.

Treasury Laws Amendment (2018 Measures No. 1) Bill 2018 as passed by both Houses of Parliament on 29 March 2018.

Withholding obligation does not apply if the recipient of the taxable supply is registered for GST and acquires the potential residential land for a creditable purpose. The Buyer will notify the Seller if this applies.

2. The Buyer/s named in this Notice are required to withhold the GST Withholding Amount as determined in this notice and remit it to the Australian Taxation Office on or before the Payment Due date which will be the day of settlement unless the Contract requires that the purchase price is paid by instalments.
3. If the settlement occurs by Electronic Settlement using the PEXA platform then the Buyer or the Buyer's bank is required to provide the whole of the consideration to PEXA. Each party will complete the financial settlement information and a line item will be created to disburse the GST Withholding Amount to the ATO.
4. If the settlement does not occur by Electronic Settlement then the Buyer may make a payment of the GST Withholding Amount directly to the ATO or alternately provide DevelopmentWA with a bank cheque for the GST Withholding Amount payable to the Commissioner of Taxation which shall be forwarded by DevelopmentWA to the ATO on the same day as settlement.
5. If this Notice provides that the Buyer is not required to make a payment to the ATO then the GST Withholding Amount in the schedule will show "NIL".
6. The Buyer will complete and submit Form 1 to the ATO prior to settlement advising of the GST Withholding Amount remitted or NIL if applicable. The Buyer will receive an email confirmation from the ATO confirming the PRN and LRN.
7. The Buyer will then complete and submit Form 2 to the ATO on or before the date of settlement and remit payment of the GST Withholding Amount at the same time. A confirmation email will be received once the payment has been received by the ATO.
8. This GST Withholding Notice constitutes the Notice required to be given by the Seller to the Buyer under the new amendments to section 14-255 of the TAA 1953.
9. If required by the Seller, a copy of either confirmation email from the ATO or both including PRN and LRN will be provided by the Buyer to the Seller.

12. REPORT FOR DECISION – CONFIDENTIAL ITEMS

Nil

OTHER BUSINESS AND CLOSING PROCEDURES

13. URGENT BUSINESS INTRODUCED BY DECISION OF COUNCIL

Nil

14. MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

15. DATE OF NEXT MEETING

The next Ordinary Council Meeting will be held on the 25th May 2022.

16. CLOSURE

The Shire President thanked Council and staff for their time and declared the meeting closed at 5:08pm.