JINDALEE BEACHSIDE ESTATE

Stage 14 SPECIAL CONDITIONS

1. The Buyer/s acknowledge having received a copy of The Jindalee Beachside Estate Restrictive Covenant and Development Conditions & Building Guidelines ('The Guidelines") relating to the land hereby sold ("The Land'). The Restrictive Covenants and The Guidelines fonn part of this contract and shall be observed and complied with by the Buyer.
2. Any tenns conditions or provisions of this contract (including Annexures "A ' & ·s ·and the Guidelines) which are not satisfied or fulfilled on the settlement date shall not merge in the Transfer of Land and shall continue to apply and be enforceable against the Buyer.
3. The Buyer acknowledges that the following encumbrances will be registeredon the Certificate of Title for the land:
	1. A Restrictive Covenant pursuant to Section 136D of the Transfer of Land Act (as referred to in Conditions 1 and 2).
	2. Lots 1368 and 1137. A Covenant (Access Restriction) pursuant to Section 150 of the Planning and Development Act.
	3. A Notification pursuant to Section 165 of the Planning and Development Act stating *"This land had previously been used as an artillery range and may contain unexploded ordnance. Whilst the land has been searched for UXO no guarantee can be given that all UXO have been located. Any ordnance found should be treated as dangerous and* its *location reported to police or defence establishment."*
4. The Property is sold subject to:
	1. All easements, covenants, restrictive covenants, Memorials or Remediated Site Memorials referred to in this contract or which are presently or will be registered on the Certificate of Title and all other interests {if any) affecting the Property which are mentioned on the Certificate of Title when it issues from Landgate or upon registration of the transfer of the Property to the Buyer at Landgate;
	2. All building conditions or restrictions whatsoever imposed or made on the Property by any local state or federal government department or authority or under any legislation;and
	3. Any Notifications lodged pursuant to Section 70A of the Transfer of Land Act or Section 165 of the Planning and Development Act 2005 which notifies the registered proprietor of hazards or factors such as midges, mosquitoes, airport noise, specified area rating, possible future road widening of major roads or any other hazards or factors which may affect the present and future enjoyment of the Property. The Buyer agrees to purchase the Property subject to any such Notifications being lodged on the Certificate of Title to the Property by any relevant authority.

The Buyer accepts and is aware that the above encumbrances restrictions and Notificafions will run with the land and bind any proposed transferees of the land.

The Buyer acknowledges that the Buyer is aware that permanent structures cannot be constructed over easements, including concrete driveways that inhibit or restrict the use of the easement area without the prior written consent of the party having the benefit of the easement.

1. Retaining Walls

It is a conditionof subdivision approval that prospective purchasers of lots which have been provided with retaining walls: are notified on contracts of sale regarding the positioning of buildings to ensure that they do not surcharge on any subdivisional retaining wall.

1. Dividing Fences

The Buyer/s covenants and agrees with the Seller that so long as the Seller remains registered as the proprietor of any land adjoining the boundary of the land that the Buyer shall not make any claim against the Seller for any contribution to the cost of any dividing fences or walls.

1. The Buyer/s acknowledge and agree that the Sellers Agent may from time to time release details of the Buyers name and address to any person who, in the reasonable opfnion of the Se[lers Agent has bona fide and reasonable cause to make such enquiry of the Sellers Agent.
2. GST

The Seller is registered for GST. The sale price of this contract is inclusive of the Goods and Services Tax {GST). The Seller and Buyer agree that the margin Scheme is to be applied in calculating the GST payable on the sale of the Property.

1. The Buyer/s acknowledge that the City of Wanneroo may introduce a special landscape maintenance levy for the area in order to maintain the parkfand and entry Statement area v thin the Estate to the same standard as the developer.
2. Variation of 2011 General Conditions
	1. CondiUon 1.8 is deleted. The parties agree that the deposit will not be paid into an interest bearing trust account but will be held in a non-interest bearing trust account.
	2. Condition 4.2 is deleted.
	3. Condition 13.3(a){1) is amended by deleting the words "12 months" and substituting "48 months" and Condition 13.3(a)(2) is amended by deleting the words •3 months" and substituting the words ·12 months.
	4. Condition 14.5 is deleted
3. Delay in Title

The Buyer agrees that if there is any delay in obtaining a separate Certificate of Title for the Property, the Seller will not be responsible to compensate the Buyer for any additional costs or expenses of whatsoever nature including those relating to any price increases pursuant to any building contract entered into by the Buyer which the Buyer alleges is caused, whether directly or indirectly, by any such delay in obtaining the separate Certificate of Title.

1. Survey Pegs

The Seller will as required by subdivision regulations have its surveyors install survey pegs at each comer of the Property. Once the Property is survey pegged the Seller is not under any further obligation to the Buyer to secure the positioning of the survey pegs or replace any survey pegs on the Property whrch have been removed or are missing, either before or after the Settlement Date.

1. Site Works

The Buyer is aware that 1he sol! classification relating to the Property may affect the extent and costs of site works and footings for residences to be constructed on the land. The Buyer should make their own enquiries with the local authority and their builder to ascertain whether there may be additional costs involved in construction of a residence or other improvements on the Property due to the soil classification of the Property.

1. Foreshore Development Precinct

The buyer is aware of the proposed Foreshore Development Precinct. The Buyer acknowledges and agrees that:

* 1. the view from the Property may be diminished, impaired or restricted by the proposed residential development in the Foreshore Development Precinct shown on the plan attached to this disclosure statement ("the Foreshore Development Precinct');
	2. the Seller shall not be liable for any loss or damage suffered by the Buyer resulting from the Buyer's views from the Property being diminished, impaired or restricted by the residential development in the Foreshore Development Precinct;
	3. no promise, undertaking, warranty or representation has been made by the Seller to the Buyer in regards to:
		1. the extent height or size of the residential development proposed for the Foreshore Development Precinct; or
		2. the level of flow of motor vehide traffic on Jindalee Boulevard.
	4. all artistic impressions of the subdivision which is the subject of the Deposited Plan or the proposed residential development in the Foreshore Development Precinct are for the purposes of illustration onty and do not form part of this Contract and in particular any representation of trees and vegetation are not intended to be accurate representations of actual trees and vegetation:
	5. the Seller and the Seller's agents, officers, employees and contractors do not guarantee the accuracy or detail of any artists impressions; and
	6. the Seller and the Seller's agents, officers, employees and contractors shall not be liable for any differences between the artist's impression and the subdivision which is the subject of the Deposited Plan or the residential development in the Foreshore Development Precinct.
1. Finance Clause

The Buyers agrees that Clause 1.7 of the Finance Clause is amended so that the following words are added at the end of Paragraph 1.7 ( c ) "except where there has been a breach of clause 1.1 by the Buyer in which case the deposit will be forfeited to the Seller

1. Western Power/Water Corporation or Aqwest rrelecommunications Service Provider (Utility Providers)
	1. The Seller will comply with all necessary requirements of Western Power, Water Corporation. or Aqwest and Telecommunications Service Providers to enable electrlcal power, wastewater services and or water supply and telecommunication services to be connected to the Property.
	2. On the Settlement Date, Western Power, Water Corporation or Aqwest and the telecommunications service provider may not have completed the connection of electrical power, wastewater services, water supply and telecommunication services to the Property.
	3. The Buyer will pay the balance of Purchase Price on the Settlement Date and complete settlement even tf Western Power, Water Corporation or Aqwest or the Telecommunications service provider has not completed connection of electrical power, wastewater services and or water supply and telecommunication services to the Property.
	4. The Buyer will not make any claim of whatsoever nature against the Seller or the Seller's Agent in respect of any delay in Western Power, Water Corporation or Aqwest or the Telecommunications Service Provider connection of services to the Property.
2. Sewer Plan

The Buyer acknowledges that if the Water Corporation is unable to provide a copy of the proposed sewer plan relating to the Property to the Buyer or the Buyer's settlement agent or solicitor, prior to settlement for any reason whatsoever (including the failure of Water Corporation to complete connection of the Property to the sewer), the Buyer agrees that it will not delay settlement and will still complete the purchase of the Property on the Settlement Date.

1. Landscaping & Fencing Rebates Non-transferable.

The Buyer acknowledges and agrees that landscaping and fencing incentives that are or may be offered by the Seller are personal to the Buyer and will not apply to and cannot be transferred to any other party to whom the Property is sold or transferred.

1. Buyer Acknowledgement

The Buyer acknowledges and confirms that the Buyer has, prior to entering into this contract, made an necessary enquiries relating to the Property and is satisfied with:

* 1. the physical characteristics of the Property, including but not limited to soil classification and site works (see special condition 13);
	2. the use to which the Property may be put;
	3. the zoning of the Property and the type of development that may be constructed on the Property;
	4. all building and other restrictions which relate to the Property;
	5. the fitness and suitability of the Property for any particular purpose required by the Buyer including compliance with the Restrictive Covenants and Guidelines referred to in Annexures A and B.
1. Land Tax
	1. Pursuant to Condition 7.4(b) of the 2011 General Conditions, the Seller hereby notifies the Buyer that it is the registered proprietor of land, other than the Property, which is liab[e to be assessed for land tax.
	2. If:
		1. the Settrement Date referred to in this Contract is before or on 30 June;
		2. a separate Certificate of Title has issued for the Property before 1 June of the same year;
		3. the Contract is dated before 1 June of the same year; and
		4. settlement does not take p[ace before 5:00 pm on 30 June for a reason attributable lo the Buyer,

land tax will not be calculated on the basis that the Property is the only land owned by the Seller and the Buyer must pay to the Seller at Settlement, an of the land tax assessed in respect of the Property for the financial year which commences on 1 July following the date specified in clause 20.2.1.

* 1. The Buyer must make its own enquiries concerning the consequences of failing to settle by 30 June and the

addttional land tax which will be payable as a result thereof.

21 Changing Regulatory Events and Provision of Infrastructure by Utility Providers

Changing regulatory events by the State and Federal Governments and policy changes by utility providers may affect the services to be provided. Such events include but are not limited to technological changes in telecommunications and the provision of services by a utility such as gas reticulation. The Buyer will *have* no claim or other rights against the seller as a consequence of the matters described in this condition.

Signed by:

Buyer Buyer \_ Witnes Witness.- \_ Date: Date: \_

Signed for and on behalf tff the Sellers Carine Nominees Pty Ltd, Belgravia Nominees pty Ltd and Penhurst Nominees Ply Ltd Seller

Witness \_

Date