



**CONTRACT OF SALE  
REGISTRATION OF INTEREST**

**Stage 3A East Newman Estate  
East Newman**

**Lots 36, 39, 42, 44, 45, 46, 47, 48, 49, 50, 52, 54, 56, 58, 60, 61, 64, 65,  
93, 95, 112, 114 & 115**

Level 6 Wesfarmers House  
40 The Esplanade  
Perth WA 6000  
Australia

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# CONTRACT OF SALE

## - RESIDENTIAL LAND -

BETWEEN **WESTERN AUSTRALIAN LAND AUTHORITY** trading as LandCorp of Level 6, 40 The Esplanade, Perth, Western Australia ("**LandCorp**").

AND

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Contact Telephone Number)

\_\_\_\_\_ (Facsimile Number)

\_\_\_\_\_ (Email)

\_\_\_\_\_ (Address)

("**Buyer**")

as joint tenants/tenants in common (circle appropriate)

LandCorp 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 LandCorp Standard Residential Conditions (with Development requirements) ("**the Conditions**") as attached.

If LandCorp is not the registered proprietor of the Land as at the date of execution of this Contract, then LandCorp enters into this Contract in its capacity as the authorised agent of the Department of Regional Development and Lands (State of Western Australia). LandCorp 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 terms specified in the Schedule and subject to the Conditions as attached.

### SCHEDULE

#### Description of Land

Lot \_\_\_\_\_ as shown indicated on Preliminary Deposited Plan 73491 annexed.

#### Settlement Date

The date being thirty (30) days from the later of the:

- (a) date of acceptance of this Offer by LandCorp;
- (b) date upon which a Certificate of Title for the Land issues from Landgate;
- (c) date upon which the Buyer obtains finance approval to the purchase of the Land pursuant to the provisions of this Contract (if applicable); and
- (d) date upon which Special Condition 8 has been satisfied (if applicable).

**Purchase Price (inclusive of GST)**

\$.....

**Deposit**

A deposit of \$\_\_\_\_\_ (being ten percent (10%) of the Purchase Price) is paid herewith to be held by LandCorp.

**Development/Design Guidelines**

East Newman Design Guidelines, a copy of which is annexed.

**Latest Date for Practical Completion of Development**

Within thirty (30) months of the Settlement Date.

**Latest Date for Issue of Title**

30 September 2012.

**Latest Date for Loan Approval**

.....

**Minimum Amount of Loan**

.....

**Special Conditions**

1. The Buyer acknowledges and agrees that:
  - (a) before applying to the Local Authority for development approval, the Buyer must first submit plans and specifications to LandCorp or its nominated design assessor for endorsement in accordance with Condition 15 (Development of Land) of the Conditions;
  - (b) in constructing a Development on the Land the Buyer must comply with the Development/Design Guidelines;
  - (c) the undertakings given by the Buyer in the Conditions and this Contract to comply with the Development/Design Guidelines may be enforced by LandCorp against the Buyer in accordance with the Conditions;

- (d) it is not the responsibility of LandCorp to enforce the Development/Design Guidelines against any owner of any property within the East Newman Estate and LandCorp has no obligation to the Buyer to deal with any breach or alleged breach of the Development/Design Guidelines by any other owner; and
- (e) if a re-assessment of any plans and specifications for the Development are required after such plans and specifications for the Development have been endorsed as approved by LandCorp, then the Buyer shall pay to LandCorp such fee as required by LandCorp in order for the plans and specifications to be re-assessed.

2.1 If the Land comprises Lots 36, 39, 42 and/or 44 as shown indicated on Preliminary Deposited Plan 73491 annexed, then the Buyer acknowledges and agrees that the Certificate of Title to those lots comprising the Land shall be encumbered by, and that those lots comprising the Land shall be sold subject to, a sewerage easement pursuant to section 167 of the Planning & Development Act in favour of the Water Corporation as shown indicated on Preliminary Deposited Plan 73491 annexed.

2.2 If the Land comprises Lots 52, 54 and/or 56 on Preliminary Deposited Plan 73491 annexed, then the Buyer acknowledges and agrees that the Certificate of Title to those lots comprising the Land shall be encumbered by, and that those lots comprising the Land shall be sold subject to, a covenant in favour of the Shire of East Pilbara in respect of restriction of access pursuant to Section 150 of the Planning & Development Act as shown indicated on Preliminary Deposited Plan 73491 annexed.

3. The Buyer acknowledges and agrees that Practical Completion must be achieved within 30 months of the Settlement Date and that if Practical Completion is not achieved within this timeframe, then the Buyer shall be in breach of this Contract and LandCorp may exercise any of its remedies under the Contract including its option to repurchase the Land in accordance with Condition 17 of the Conditions.

4. Condition 15.3 of the Conditions is amended by:

- (a) deleting "if required by LandCorp"; and
- (b) amending the word "the" to "The",

where those words appear on the first line of this Condition.

5. In order to provide an incentive to buyers to undertake completion of a Development on the Land as soon as practicable, LandCorp agrees that if the Buyer:

- (a) effects Practical Completion of a construction of the Development on the Land (including driveways and paths) as approved by the Local Authority and LandCorp within thirty (30) months of the Settlement Date; and
- (b) installs nominated metered water and power services to the front of the Land specifically for the landscape works as approved by LandCorp; and
- (c) installs a 150mm diameter duct under the driveway within the Land (but not within the verge),

then LandCorp shall provide to the Buyer a front landscape rebate voucher which may be redeemed by the Buyer by way of the Buyer presenting the voucher to LandCorp's nominated

landscaping contractor. The voucher is not redeemable for cash or any other products or services. The voucher shall only be valid if signed by LandCorp or its selling agent confirming that the conditions outlined in this Special Condition 5 have been effected.

6. The Buyer warrants that it has complied with the provisions of the document entitled "East Newman Stage 3A Registration of Interest Terms and Conditions", a copy of which is annexed.
7. If the Buyer has declared under a statutory declaration provided to LandCorp ("**Statutory Declaration**") prior to or at the same time as entering into this Contract any matter set out in the Statutory Declaration, then the Buyer covenants to LandCorp as at the date of this Contract and at Settlement that the contents of the Statutory Declaration are and will be true and correct.
8. If LandCorp is not the registered proprietor of the Land as at the date of execution of this Contract, then this Contract is subject to and conditional upon LandCorp becoming the registered proprietor of the Land within six (6) months of the date of execution of this Contract. If this Special Condition is not satisfied within the period specified, this Contract shall immediately be at an end, LandCorp shall refund the Deposit (without interest) to the Buyer and neither party shall have any further claim against the other.
- 9.1 In the event LandCorp acquires the Land by applying the Margin Scheme to calculate GST, then the parties acknowledge and 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 LandCorp adopting the Margin Scheme.
- 9.2 In the event LandCorp acquires the Land as a fully Taxable Supply and the Margin Scheme is not applied to calculate GST on such acquisition of the Land, then the parties acknowledge and agree that the Purchase Price shall be inclusive of GST and the Margin Scheme will not apply and will not be used in relation to the supply of the Land under this Contract to calculate GST on the Purchase Price. Standard Condition 33.3 of the Conditions shall be deleted.

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.

If an individual/individuals:

SIGNED by the Buyer(s).....Witness.....Date.....

SIGNED by the Buyer(s).....Witness.....Date.....

OR if a company:

**EXECUTED** by )  
 )  
 (ACN )  
 in accordance with section 127 of the )  
 Corporations Act by or in the presence of: )

.....  
Director/Sole Director

.....  
Director/Secretary

.....  
Name of Director/Sole Director (print)

.....  
Name of Director/Secretary (print)

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

.....  
Date

**Buyer(s) nominated solicitor/settlement agent:**

.....  
(Name)

.....  
(Address)

.....  
(Telephone) (Facsimile)

Signed by the Buyer(s)

A true copy of this document together with all of the annexures listed below has been received by each of the signatories to this document.

**Annexures**

1. LandCorp Standard Residential Conditions (With Development Requirements).
2. Preliminary Deposited Plan 73491.
3. East Newman Design Guidelines.
4. Landscape Rebate Package.
5. East Newman Stage 3A Registration of Interest - Terms and Conditions.
6. Statutory Declaration.