CLUSTER ____ WITCHCLIFFE ECOVILLAGE

LOT _________
CONTRACT OF SALE BY OFFER AND ACCEPTANCE

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CONTRACT FOR SALE OF STRATA TITLE PROPERTY BY OFFER & ACCEPTANCE WHICH CONTAINS:

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The Buyer acknowledges having received a copy of each of the annexures and attachments referred to above and that each form part of the Contract and bind the Buyer and the Seller.

Signature of Buyer	Signature of Buyer
Date:	Date:

CONTRACT FOR SALE OF STRATA TITLE PROPERTY BY OFFER AND ACCEPTANCE REFERENCE SCHEDULE

ITEM 1. BUYER DETAILS

Name/s: ______________________________

Address: ______________________________

Phone(s): ______________________________

Email(s): ______________________________

Tenancy: ☐ Joint Tenants ☐ Tenants in Common in following shares ______________

ITEM 2. SELLER DETAILS

Name: Perron Developments Pty Ltd (ACN 000 230 446) & Sustainable Settlements Pty Ltd (ACN 169 286 337)

Address: 10437 Bussell Highway, Witchcliffe, Western Australia

Phone: +61 8 9757 6688

Email: sales@ecovillage.net.au

ABN: 34 240 529 823

ITEM 3. PROPERTY

Certificate of Title: Lot __________ on Survey Strata Plan __________

Certificate of Title Volume __________ Folio__________

Address: ______________________________

ITEM 4. PURCHASE PRICE AND GST

Purchase Price: $ ______________________(including GST)

GST Withholding: $______________________ being 7% of the Purchase Price (margin scheme applies)

ITEM 5. DEPOSIT

Amount: $ 5,000.00

Payment Terms: $ 5,000.00 payable within 7 days of the Contract Date.

Deposit Holder: Vicki Philipoff Settlements (Trust Account)

Bank: BankWest BSB: 306 053 Account Number: 0151971

ITEM 6. FINANCE CONDITION

☐ Finance Condition Applicable ☐ Finance Condition Not Applicable

Latest Time: ______________________

Lender: ______________________

Amount of Loan: $______________________

Buyer/s Sign ______________________________

ITEM 7. SETTLEMENT DATE

The date that is the later of:

(a) the date 21 days after the Contract Date (being the date of acceptance of the Buyer’s offer); or

(b) where the Finance Condition is noted as applicable in Item 6 of the Reference Schedule, the date 21 days after the Buyer receives Finance Approval or waives that condition.

ITEM 8.	**SELLER'S REPRESENTATIVE / SETTLEMENT AGENT**	
Name	Vicki Philipoff Settlements	
Address	PO Box 1800 West Perth WA 6872	
Phone	+61 8 6311 4888	Email info@vickiphilipoff.com.au

ITEM 9.	**BUYER'S REPRESENTATIVE / SETTLEMENT AGENT**	
Name:	______________________________	
Contact:	______________________________	
Address:	______________________________	
Phone:	______________________	Email: ______________________

ITEM 10. ADDITIONAL CONDITIONS

If there is any inconsistency between the Additional Conditions and any provision of the Special Conditions, the Additional Conditions shall prevail to the extent of that inconsistency

CONTRACT FOR SALE OF STRATA TITLE PROPERTY BY OFFER AND ACCEPTANCE
OFFER AND ACCEPTANCE

1. The Buyer (and where more than one person comprises the Buyer, all of those persons as joint tenants or tenants in common as specified in Item 1 of the Reference Schedule) hereby offers to Purchase the Property free of Encumbrances except the Specified Encumbrances, and including all improvements with vacant possession at the Purchase Price and on the terms set out in the Contract including the Special Conditions and other Annexures hereto.
2. The Buyer shall pay the Deposit to the Deposit Holder on or before the Deposit Due Date. The balance of the Purchase Price shall be paid at Settlement.
3. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or the Seller's Representative to the Buyer that this Offer and Acceptance has been signed as accepted by the Seller.
4. Settlement of the sale and purchase of the Property shall occur on the Settlement Date.
5. The Buyer acknowledges that before signing this offer it has received a true copy of and has read and understood the Contract including Annexure A - Annexure C and the Attachments thereto (all of which form part).
6. The Special Conditions comprising Annexure A form part of this offer and, subject to the Additional Conditions, prevail to the extent of any inconsistency with any other term of the Contract including the General Conditions.

EXECUTION:

EXECUTION FOR INDIVIDUAL BUYER(S)

______________________	______________________
Signature of Buyer	Signature of Buyer
______________________	______________________
Full Name	Full Name
______________________	______________________
Date	Date

EXECUTION FOR CORPORATE BUYER(S)

Signed for and on behalf of ______________________________Pty Ltd

A.C.N.____________________ by its authorised signatory

____

Signature

____

Full Name

____

Position

____

Date

EXECUTION FOR SELLER (being acceptance of the Buyer's offer)

Signed for and on behalf of Sustainable Settlements Pty Ltd (ACN 169 286 337) by its authorised signatory:

____
Signature

____
Full Name

____
Position

____
Date

Signed for and on behalf of Perron Developments Pty Ltd (ACN 000 230 446) by its authorised signatory:

____
Signature

____
Full Name

____
Position

____
Date

ANNEXURE A – SPECIAL CONDITIONS

1 BUYER'S ACKNOWLEDGMENTS

1.1 Without limiting the generality of the Contract, the Buyer expressly acknowledges and agrees as follows:

(a) these are the Special Conditions referred to in the Offer and Acceptance and forming part of the Contract;

(b) the Annexures and Attachments, including these Special Conditions and the Disclosure Statement and its Attachments, form part of the Contract;

(c) it has received all of the notifiable information for the purposes of section 156 of the *Strata Titles Act*; and

(d) it has read and understood the Contract including the Offer and Acceptance, Special Conditions, the Annexures and the Attachments.

2 FINANCE CONDITION

2.1 This Special Condition applies only if the Buyer has selected that the Finance Condition is applicable in Item 6 of the Reference Schedule. If the Buyer has not selected that the Finance Condition is applicable in Item 6 of the Reference Schedule this Special Condition does not apply and the Contract is not subject to the Buyer obtaining any form of finance for the purchase of the Property.

2.2 If this Special Condition applies the Contract is subject to and conditional upon the Buyer obtaining Finance Approval or waiving that requirement on or before the Latest Time as set out in this Special Condition; and

2.3 The Buyer must immediately give to the Seller or Seller Agent notice if:

(a) it obtains Finance Approval or waives the requirement to obtain Finance Approval (**Approval Notice**); or

(b) the application for Finance Approval is rejected (**Non-Approval Notice**).

2.4 If by the Latest Time the Buyer has not obtained Finance Approval, the Buyer may terminate this Contract by notice in writing to the Seller or the Seller's Agent.

2.5 If by the Latest Time the Buyer has not given an Approval Notice or written notice of a waiver of this condition to the Seller or Seller Agent then, at any time until an Approval Notice or written notice of a waiver is given, the Seller may terminate this Contract by written notice to the Buyer.

2.6 The Buyer acknowledges and agrees that upon providing an Approval Notice or waiving this condition in writing to the Seller:

(a) the Contract ceases to be subject to the Finance Condition and this Special Condition (becoming unconditional concerning any requirement for the Buyer to obtain any form of finance to purchase the Property); and

(b) the Contract will not be effected by, and the Buyer will be required to complete the Contract and purchase the Property notwithstanding, any subsequent withdrawal, expiry, variation or termination of any finance the Buyer may have received approval for (even where this risk or likelihood is noted on or advised as part of the Approval Notice).

2.7 If the Buyer gives a Non-Approval Notice, this Contract shall automatically terminate.

2.8 If a Party has the right to terminate under this Special Condition 2, then:

(a) clauses 23 and 24 of the General Conditions do not apply to the right to terminate;

(b) upon termination:

i. the Deposit and any other monies paid by the Buyer must be repaid to the Buyer; and.

ii. neither Party will have any action or claim against the other for breach of this Contract.

2.9 In this Special Condition 2 the following terms have the following meaning:

Amount of Loan means either:

(a) the amount referred to in Item 6 of the Reference Schedule or any lesser amount of finance referred to in the Finance Application; or

(b) if no amount is referred to in Item 6 of the Reference Schedule, an amount equivalent to the Purchase Price;

Finance Application means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract;

Finance Approval means:

(a) 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; and

(b) for the Amount of the Loan; and

(c) which is unconditional or subject to terms and conditions:

i. which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or

ii. which the Buyer has accepted by written communication to the Lender, but a condition which is the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or

iii. which, if the condition is other than those referred to in subparagraphs i and ii. above, includes:

(A) an acceptable valuation of any property;

(B) attaining a particular loan to value ratio;

(C) the sale of another property; or

(D) the obtaining of mortgage insurance;

and has in fact been satisfied.

Latest Time means 4:00PM on the day specified as the Latest Time in Item 6 of the Reference Schedule or where there is no such day is specified, the day that is 15 Business Days after the Contract Date;

Lender means:

(a) the lender or mortgage broker nominated in Item 6 of the Reference Schedule; or

(b) if the Buyer makes a Finance Application to, or if no lender is nominated in Item 6 of the Reference Schedule then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Western Australia or a mortgage broker carrying on business in Western Australia;

3 CONSTRUCTION OF DEVELOPMENT

3.1 The Buyer acknowledges that at the Contract Date the Development and Property may not have been constructed.

3.2 Subject to the provisions of the Contract the Seller will use its reasonable endeavours to procure that the Development is constructed in a reasonably expeditious and proper workmanlike manner, substantially in accordance with the Detailed Plans to the satisfaction of any applicable Authority.

3.3 The Buyer acknowledges and agrees that:

(a) it has had an opportunity to inspect the Detailed Plans before entering into the Contract (which are available for inspection at the office of the Seller or the Seller's Agent during normal business hours, and online here https://www.ecovillage.net.au/library/document-library/ under the heading "Civil Engineering") and accordingly the Buyer is deemed to be fully aware of the exact nature, extent and details of the Detailed Plans; and

(b) the Detailed Plans are subject to variation as set out in these Special Conditions.

3.4 The Buyer acknowledges and agrees that the Seller has completed all works required to enable construction of the dwelling for the Property to commence, including:

(a) all roadworks, the value of such roadworks (plus 20%) having been bonded with Main Roads and the Local Government to obtain clearance of the relevant conditions of the Subdivision, prior to those roadworks being completed, to enable registration of the Strata Plan;

(b) concrete paths in accordance with the Detailed Plan through Common Property enabling connection to the future Ecovillage path network;

(c) the microgrid and Western Power connection for the Strata Plan enabling access to power to the Property, dams and water connections to the Common Property, including strata irrigation water tank;

(d) stormwater drainage in the Common Property in accordance with the Detailed Plan connecting to Ecovillage stormwater drainage infrastructure;

(e) sewer connection to the Property; and

(f) National Broadband Network fibre connection to the Property.

3.5 Prior to local government clearance of the roadworks, the Seller will enable the access to the Property and the Buyer agrees to follow all safety and access instructions from the Seller and to obey onsite access signage until further notice.

3.6 The Buyer acknowledges and agrees that:

(a) there may be some outstanding works for the Development that are not required to be completed prior to registration of the Strata Plan or Settlement (**Final Works**);

(b) the Final Works may include but are not limited to installation of the shared strata battery and electric vehicle charger, landscaping of Common Property (including construction of chicken pens, netted orchard and hard landscaping features) and installation of irrigation network;

(c) the Seller reserves the right to complete the Final Works within 12 months of Settlement, except the electric vehicle charger, which will be installed when the dwellings of all Lots are constructed to lock-up / practical completion standard;

(d) the Final Works may involve voluntary community planning and building workshops and community garden planting events;

(e) the Seller may require access to the Common Property and Property as is reasonable to carry out the Final Works and the Buyer shall permit such access; and

(f) the Buyer will not make or cause any Objection concerning such matters.

4 VARIATIONS BY SELLER

4.1 The Buyer acknowledges and agrees that the Seller may alter (whether being a modification, addition, deletion or otherwise) any one or more of the following in the circumstances referred to in Special Condition 4.2:

(a) the design or uses of Common Property including:

i. adding, amending, or relocating any landscaping or common facilities (including design, extent and type); and

ii. allocating any areas on an exclusive use basis to any Strata Lot or varying any such areas, in general accordance with the Detailed Plans; and

(b) any agreement between the Strata Company and another (including agreements for the provision of services and utilities, whether or not those agreements are with Ecovillage Commons Ltd) and/or any other information, document, agreement, notice or material forming part of the Contract.

4.2 The Seller may alter any one or more of the matters referred to in Special Condition 4.1 after the Contract Date if:

(a) arising from any condition imposed by an Authority;

(b) for the purpose of meeting practical methods of construction;

(c) for environmental sustainability purposes;

(d) in accordance with any recommendation of the Seller’s civil engineer, structural engineer, mechanical engineer, electrical engineer, environmental consultants, solicitor, town planner or other professional advisor and not adversely affecting the Buyer’s use and enjoyment of the Property;

(e) due to the availability of materials or products or materials or products being superseded;

(f) due to increases in the cost of materials or products it is reasonable for the Seller to substitute those materials or products with equivalent materials or products;

(g) due to any change in any law, regulation, by-law, ordinance, Australian Standard or the like;

(h) due to matters that arise which the Seller could not have reasonably foreseen; or

(i) where the Seller believes the changes will enhance the Ecovillage, Development or Property.

4.3 If the Seller makes any variation in accordance with this Special Condition 4 then it will, so far as reasonably practicable, ensure that the variation will not materially alter or affect the use and enjoyment of the Property by the Buyer or substantially diminish its value.

4.4 The Seller will communicate any such changes with the Buyer but is not obliged to enter into any supplementary agreement with the Buyer if the Seller makes any variation permitted under the Contract including this Special Condition 4.

4.5 Where a variation in accordance with the Contract including this Special Condition 4 varies any part of the Development, including any part of the Common Property intended to be for the exclusive use of the Property, not comprising the Property (**External Variation**) the Buyer is not entitled to make any Objection to the External Variation unless, viewed objectively, the External Variation materially adversely affects the use of the Property or reduces the market value of the Property by greater than 5%.

4.6 The Buyer may not make any Objection to any variation to the Property or Development permitted under this Contract including this Special Condition 4 unless:

(a) the variation is an External Variation to which an Objection is permitted under Special Condition 4.5.

5 TITLE AND ENCUMBRANCES

5.1 The Property is sold and the Buyer shall take title to the Property subject to the relevant matters referred to in the General Conditions and in particular, and without prejudice to the generality of the foregoing, subject to the following matters (each a Specified Encumbrance for the purpose of the General Conditions):

(a) the provisions of the *Strata Titles Act*, the *Transfer of Land Act 1893* (WA) and all other laws affecting the Property;

(b) the Unit Entitlement and all other matters contained in or endorsed upon or annexed to the Strata Plan;

(c) the easements and restrictions and/or all ancillary rights and all burdens and obligations of the proprietor of a Strata Lot shown on the Strata Plan or expressed or implied by virtue of the *Strata Titles Act* or the *Planning and Development Act 2005*;

(d) the By-laws, including any substitution or variation of these;

(e) a notification, such as pursuant to Section 70A of the Transfer of Land Act 1893 or Section 165 of the Planning and Development Act 2005, providing notice to the effect of any or all of the following:

i. 'a mains potable water supply is not available to the lot';

ii. 'The lot may be subject to bylaws and covenants that relate to the management of land in accordance with the Witchcliffe Ecovillage Structure Plan and Shire of Augusta Margaret River Local Planning Scheme 1';

iii. 'This lot is located adjacent to rural land which has the potential to have a nuisance on the land from time to time'; and

(f) a notification on any lot rated 12.5 BAL and above in the Bushfire Management Plan stating: 'This land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner and may be subject to a Bushfire Management Plan. Additional planning and building requirements may apply to development on this land';

(g) any transfer, lease, easement, encroachment, restriction, covenant (whether positive or negative) or other obligation arising from the requirement of any Authority whenever and howsoever arising;

(h) any memorial or notification required by any Authority (including any required concerning matters associated with the Ecovillage, neighbourhood in which the Development is located or factors effecting the Original Land);

(i) any agreement (including lease or licence) right or special privilege granted to a third party (including right to exclusive use) in respect of the Common Property;

(j) the Disclosure Statement and all matters referred to therein;

(k) all defects (if any) whether or not those defects could or should have been recognisable upon the Buyer's inspection of the Property; and

(l) the obligations contained in the Contract;

but otherwise free from Encumbrances.

6 CAVEAT

6.1 The Buyer must not before the issue of a separate Certificate of Title for the Property, lodge any caveat against the Certificate of Title of the Original Land or any part of the Original Land to protect the Buyer's interest under the Contract.

6.2 To secure the performance by the Buyer of the Buyer's obligations set out in the Contract (including but not limited to Special Conditions 8 and 14.2) the Buyer charges all of its right title and interest in the Property for the benefit of the Seller and authorises the Seller to lodge an absolute or subject to claim caveat (the form being at the discretion of the Seller) against the certificate of title to the Property.

7 LOCAL DEVELOPMENT PLAN, BUILDING DESIGN GUIDELINES AND CONSTRUCTION OF DWELLINGS

7.1 The Seller notifies the Buyer that the Development is subject to the Local Development Plan and Building Design Guidelines.

7.2 The Buyer acknowledges that:

(a) it has been given the opportunity to review the Local Development Plan and Building Design Guidelines and enters into the Contract with a full understanding of the Local Development Plan and Building Design Guidelines (including the restrictions, ancillary rights and burdens and obligations created thereunder);

(b) the Local Development Plan may be amended with the consent of the Local Authority; and

(c) any dwelling constructed upon the Property must satisfy the requirements of the Local Development Plan and Building Design Guidelines.

7.3 The Buyer further acknowledges and agrees that it may only construct a dwelling upon the Property in compliance with Schedule 1 By-law 16 of the Initial By-laws (**Building By-law**), which amongst other matters requires the plans for such dwelling to be approved by the Seller, as agent of the Strata Company.

7.4 The Buyer may not make any Objection concerning any costs that the Buyer may incur (including design costs or additional construction costs) or construction delays associated with the Buyer:

(a) only being permitted to construct a dwelling that satisfies the Local Development Plan and Building Design Guidelines; and

(b) having to comply with the Building By-law.

8 REPURCHASE OPTION

8.1 In this Special Condition 8 the following terms have the following meaning:

(a) **Commencement Date** means the date 24 months after the Settlement Date;

(b) **Completion Date** means the date 36 months after the Settlement Date;

(c) **Dwelling** means a residential dwelling that complies with the Local Development Plan and Building Design Guidelines and is approved pursuant to the Building By-law;

(d) **Repurchase Price** means the Purchase Price less all costs paid or payable by the Seller in relation to the sale and repurchase of the Property to and from the Buyer upon the exercise of the Repurchase Option (including any stamp duty, solicitor's or settlement agent's costs and agent fees); and

(e) **Repurchase Option** means the option granted by the Buyer pursuant to Special Condition 8.3 for the Seller or its nominee to repurchase the Property should the Buyer breach Special Condition 8.2(a).

8.2 In consideration of the Seller entering into the Contract and agreeing to sell the Property to the Buyer, the Buyer:

(a) covenants for the benefit of the Seller that the Buyer will:

i. commence construction of a Dwelling on the Property on or before the Commencement Date; and

ii. complete construction of that Dwelling on or before the Completion Date; and

(b) grants to the Seller the Repurchase Option.

8.3 The Buyer irrevocably grants to the Seller the option to repurchase the Property from the Buyer free from any Encumbrance (other than an Encumbrance that the Property is sold subject to under this Contract) for the Repurchase Price if the Buyer breaches Special Condition 8.2(a).

8.4 The Seller may (but is not obliged to) exercise the Repurchase Option:

(a) by notice in writing to the Buyer; and

(b) in the name of a nominee (such that the obligation of the Buyer is to transfer the Property free from Encumbrances to that nominee),

at anytime whilst a breach of Special Condition 8.2(a) is subsisting. For the avoidance of doubt the Repurchase Option may not be validly exercised should the Buyer have rectified any breach of Special Condition 8.2(a) prior to the Seller attempting to exercise the Repurchase Option.

8.5 Notwithstanding Special Condition 8.4, the Seller reserves the right to grant an extension to the Commencement and/or Completion Dates if the Buyer provides proof to the Seller in writing of unforeseen or unavoidable circumstances which have caused delays to the commencement or completion of construction of a Dwelling on the Property.

8.6 If the Repurchase Option is exercised:

(a) settlement of the sale of the Property back to the Seller (or its nominee) shall occur on the date that is 45 days after the exercise of the Repurchase Option (or any other date the parties may agree in writing);

(b) the General Conditions shall apply to the sale (with any necessary changes made);

(c) the Buyer must promptly upon request (and within no greater than 5 Business Days) sign and return any reasonable document the Seller requests the Buyer sign to give effect to the sale; and

(d) unless the Seller agrees otherwise, the Buyer must prior to settlement and at the Buyer's cost remove any buildings and other improvements constructed upon the Property and make good the Property to the same state and condition it was in at Settlement. Should the Buyer fail to do so the Seller may undertake such activities and deduct the associated costs from the Repurchase Price or if the costs exceed the Repurchase Price the differential shall be a debt owing to the Seller by the Buyer and payable upon demand.

9 ECOVILLAGE

9.1 The Buyer acknowledges and agrees that:

(a) the Development forms one cluster of the broader Ecovillage that the Seller intends undertaking on the Original Land;

(b) the objectives of the Ecovillage are to be 100% self-sufficient in renewable energy and water, provide infrastructure to grow fresh food on site in community gardens, build carbon negative dwellings and function as a highly sustainable, self-reliant, socially and culturally diverse community in a regional setting;

(c) details of the intended design of the Ecovillage and uses it may comprise are set out in the Structure Plan and Concept Plan and subject to change;

(d) the Ecovillage is intended to be constructed in a number of clusters/stages and these may be constructed separately or concurrently in the Seller's absolute discretion;

(e) the Ecovillage is to include the Ecovillage Commons, a large area of land (presently intended to be approximately 39.63ha) owned by Ecovillage Commons Ltd and used for communal purposes, agricultural and/or agroforestry, conservation areas, water resources, recreational and community facilities;

(f) the facilities and infrastructure comprising the Ecovillage Village Common is intended to be constructed in a number of stages and these may be constructed separately or concurrently with any other part of the Ecovillage in the Seller's absolute discretion;

(g) the initial stage of the Ecovillage Commons is to include the 3 Ecovillage dams and associated pumping infrastructure, and the Ecovillage wastewater treatment facility, storage dam and irrigation area located on Ecovillage Commons land;

(h) the ultimate size, design, configuration and facilities that the Ecovillage Commons may comprise is subject to change in the Seller's absolute discretion but will generally reflect the Concept Plan;

(i) the Ecovillage will involve the granting of various rights and the creation of various obligations between its parts including the Development and Ecovillage Commons Ltd. Such rights and obligations may include but are not limited to:

i. access to and use of pathways; and

ii. access to and use of drainage and stormwater, including annual allocation of non-potable water to irrigate the Common Property; and

(j) the Seller retains absolute control over determining the design, final mix of uses, configuration, number of lots, timing and the number of stages/clusters that the Ecovillage or any part of it may involve.

9.2 The Buyer further acknowledges and agrees that:

(a) the Seller and its agents may undertake works in the vicinity of the Property as part of the construction of the Ecovillage; and

(b) works undertaken in the vicinity of the Property may generate noise, vibration, dust and other disturbance;

and the Buyer enters into the Contract in reliance of its own inquiries concerning the Ecovillage.

9.3 The Buyer may not make any Objection to:

(a) the matters referred to in Special Conditions 9.1 (including any part of the Ecovillage being delayed, varied or not undertaken); or

(b) provided that such works are undertaken in accordance with any applicable requirements of the relevant Authorities, the matters referred to in Special Condition 9.2.

10 ECOVILLAGE COMMONS LTD

10.1 The Buyer acknowledges that:

(a) as part of the Ecovillage, Ecovillage Commons Ltd is to be established under the *Corporations Act 2001 (Cth)* as a company limited by guarantee. Ecovillage Commons Ltd will be established prior to Settlement following registration of the Strata Plan;

(b) Ecovillage Commons Ltd is intended to be a not for profit organisation for the purposes of the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)* with the objective of facilitating sustainable environment, social and amenity outcomes in the Ecovillage;

(c) Ecovillage Commons Ltd will:

i. own the Ecovillage Commons and be responsible for their maintenance, upkeep and operation (including the improvements and facilities situated on or provided by the Ecovillage Commons);

ii. provide, or procure to be provided, services to the Ecovillage including stormwater collection and dispersal;

iii. provide a representative forum for the strata companies (and their owners) comprising the Ecovillage;

iv. undertake community and social events and initiatives for the Ecovillage; and

v. monitor the sustainability objectives and compliance with the applicable by-laws and covenants of the Ecovillage;

(d) Ecovillage Commons Ltd will charge the strata companies comprising the Ecovillage (who will on charge to their owners) for any utilities, such as non-potable water, and goods and services it provides. Such charges are to be reasonable commercial charges based on the current and anticipated future costs and expenses of Ecovillage Commons Ltd.

(e) the Seller will be an initial member of Ecovillage Commons Ltd. It will have a special class of membership (**Founder's Membership**). The Founder's Membership will:

i. be valid for a period commencing on the incorporation of the company and ending on the date that is 12 months after the last strata plan for the Ecovillage is registered (**Cancellation Date**), at which time it shall automatically be cancelled; and

ii. for the period commencing on incorporation of the Company and ending on the Cancellation Date:

(A) require the Seller to meet the costs of Ecovillage Common Ltd, both its establishment costs and ongoing operational costs, to the extent that the income of this company is not sufficient to meet those ongoing costs;

(B) entitle the Seller to appoint the board of the company (which shall only be 4 Directors at this time); and

(C) provide the Seller with the sole voting rights at any meeting of the company; and

(f) following the Cancellation Date, a representative board will be appointed for Ecovillage Commons Ltd. This board will comprise of 6 owners of different types of lots in the Ecovillage who will be appointed as specified in the constitution of Ecovillage Commons Ltd (provided that whilst the Seller continues to be an owner of any lot it may additionally be a member of the board):

i. 3 being owners of residential lots;

ii. 1 being an owner of an agricultural lot;

iii. 1 being an owner of a commercial lot; and

iv. 1 being an owner of a short stay/tourism lot.

10.2 The Buyer further acknowledges that on and from the Cancellation Date, Ecovillage Commons Ltd will operate financially independent of the Seller. Should the income generated from the activities of the company be insufficient to meet its expenses (including future expenses such as for any additional community facilities the members of Ecovillage Commons Ltd resolve to undertake) Ecovillage Commons Ltd may levy the strata companies in the Ecovillage for a proportionate amount of those additional expenses.

10.3 A copy of the intended constitution of Ecovillage Commons Ltd is available at the office of the Seller during business hours, or upon request can be emailed to the Buyer. In entering into the Contract, the Buyer acknowledges and agrees that:

(a) it has been provided the opportunity to read and review the constitution and is deemed to have done so; and

(b) the Seller reserves the right to amend the constitution provided it is in keeping with the overall objectives of the Ecovillage and the Buyer may not make any Objection concerning any such amendment.

11 FENCING

11.1 Unless the Seller has expressly agreed in writing otherwise:

(a) the Seller has no responsibility or liability for the cost of any fencing for the Property, even should the Seller be the owner of any adjoining land; and

(b) the Buyer must not claim against the Seller under the *Dividing Fences Act 1961 (WA)* for any contribution towards the cost of installing or constructing any boundary fence (any right to make such a claim being expressly released and waived).

12 STRATA COMPANY BUDGET

12.1 The Seller has used reasonable endeavours to ensure that so far as is possible the Strata Company Budget is sufficient for the control and management of the Common Property, for the payment of any premiums of insurance, depreciation of infrastructure, and the discharge of any other obligations of the Strata Company but if the Strata Company Budget for any reason is found not to be adequate and the Strata Company subsequently levies the proprietors (including the Buyer) for further contributions to make up any deficiency then the Buyer shall not make any Objection or claim on the Seller to meet that further contribution (provided it is reasonable).

12.2 If the Seller pays any expense of the Strata Company, including but not limited to premiums in respect of any insurance the Strata Company is required to effect, to the extent that such amount has not been reimbursed by the Strata Company to the Seller, there shall be an adjustment between the Seller and the Buyer at Settlement of that part of such expense which bears the same proportion of the total expense as the Unit Entitlement of the Property bears to the total entitlement of all Strata Lots on the basis that they shall be paid by the Seller up to and including the Settlement Date from which date they shall be paid by the Buyer.

13 ADVERTISING AND MARKETING

13.1 The Buyer acknowledges and agrees that the Seller may, following Settlement:

(a) use one or more Strata Lots as displays (including erecting a display home); and

(b) use part of the Common Property for the purpose of advertising and marketing the Ecovillage.

13.2 The Buyer may not make any Objection to any of the methods used by the Seller, its servants, agents or contractors in their efforts to sell or market any Strata Lot (other than the Property), including but not limited to the use of any signs, any public auction or any use of the Common Property and provided that the Seller shall endeavour not to cause any unreasonable inconvenience to the Buyer.

14 DEALINGS WITH THE PROPERTY PRIOR TO SETTLEMENT

14.1 As a condition of the Seller entering into the Contract and agreeing to sell the Property to the Buyer the Buyer may not sell, transfer, assign or otherwise dispose of its interest in this Contract or the Property before Settlement without the prior written consent of the Seller, which the Seller shall not unreasonably withhold.

14.2 Without limiting Special Condition 14.1, the Buyer must not dispose of or grant any interest in the Property prior to construction of a Dwelling unless the transferee or party taking an interest in the Property (**Transferee**) executes a deed in favour of the Seller on terms prepared by the Seller at the Buyer's cost under which the Transferee:

(a) agrees to be bound by and perform the then subsisting provisions of this Contract (including the Repurchase Option if applicable); and

(b) covenants to obtain the same covenant as contained in this Special Condition 14.2 from any further purchaser, transferee or assignee in a way that is satisfactory to the Seller.

15 TERMINATION FOR INSOLVENCY OR IMPRISONMENT

Without prejudice to any other rights the Seller may have, if the Buyer:

(a) suffers an Insolvency Event; or

(b) being a natural person becomes sentenced to imprisonment,

the Seller will be entitled to terminate the Contract by written notice, without any requirement to comply with Clauses 1, 23 and 24 of the General Conditions, and the Buyer shall forfeit the Deposit to the Seller.

16 GOODS AND SERVICES TAX

16.1 The Seller gives the Buyer notice that:

(a) the Buyer is required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth) (**GST Withholding Law**) in relation to the sale of the Property;

(b) the Seller's name and ABN is stated in Item 2 of the Reference Schedule;

(c) the Margin Scheme applies to this Contract, with the Purchase Price being inclusive of GST;

(d) the Buyer must, at Settlement, pay to the Commissioner the GST Withholding stated in Item 4 of the Reference Schedule, being 7% of the Purchase Price; and

(e) the GST Withholding paid by the Buyer forms part of the Purchase Price.

16.2 At Settlement, the Buyer must pay the GST Withholding as follows:

(a) if Settlement is not conducted facilitating Electronic Conveyancing, by providing to the Seller, a bank cheque for the GST Withholding payable to the Commissioner; or

(b) if Settlement is conducted facilitating Electronic Conveyancing, by paying the GST Withholding directly to the Commissioner making reference to the relevant payment reference number and lodgement reference number.

16.3 The Buyer must promptly provide to the Seller a copy of any notice it provides to the Commissioner in respect of the GST under the Contract or the GST Withholding.

17 SEVERABILITY

17.1 If any part of the Contract can be read in a way that makes it illegal, unenforceable or invalid (such as by reason of the change of any Law), but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

17.2 If any part of the Contract is illegal, unenforceable or invalid:

(a) that part is to be treated as removed from the Contract, but the rest of the Contract is not affected; and

(b) if the removal of that part materially alters the commercial allocation of benefit and risk (or management of risk) in the Contract, the Parties agree to negotiate in good faith to amend or modify the terms of the Contract as may be necessary or desirable having regard to the original terms of the bargain and the prevailing circumstances.

18 ENTIRE AGREEMENT

18.1 The Contract constitutes the entire agreement between the Seller and the Buyer with respect to its subject matter. There are no prior or other agreements which shall have any effect on the Contract nor shall any correspondence or documents which may have passed between the Seller and the Buyer before execution have any effect whatsoever on the Contract.

18.2 Each Party acknowledges that it has not relied on any oral statement, representation, undertaking, covenant or agreement made before the date of the Contract relating to the subject matter of the Contract and not contained in the Contract.

19 NOTICES BY EMAIL AND TO REPRESENTATIVES

19.1 The Parties consent to Notice being given by email unless a Party gives written Notice to the other Party or the Representative of that other Party that they do not consent to Notices being by email.

19.2 The Parties acknowledge and agree that any notice required under the Contract or required by any law relating to the Contract or the Property (including but not limited to the *Strata Titles Act*), shall be validly served if it is served on the Representative of a Party and otherwise in accordance with Clause 21 of the General Conditions.

20 COUNTERPARTS

20.1 The Contract is properly executed if each Party executes either the Contract or an identical Contract, in which case the Contract takes effect when the separately executed Contracts are exchanged (which may be by email or facsimile) between the Parties.

21 FURTHER ACTS

21.1 The Buyer and Seller will promptly do and perform all acts and things and execute all documents as may from time to time be required, and at all times will act in good faith, for the purposes of or to give effect to the Contract.

22 INTEPRETATION

22.1 In these Special Conditions, unless the context requires otherwise:

(a) clause 26 (Definitions and Interpretations) of the General Conditions shall apply to the interpretation of this Contract as if a reference to “document” was a reference to these Special Conditions and a reference to a “clause” was a reference to a Special Condition;

(b) a word defined in the General Conditions and not defined in Special Condition 25.1 shall have the meaning given to that term in the General Conditions;

(c) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

(d) grammatical derivations of a defined term have a corresponding meaning;

(e) a reference to any item, matter or thing including Common Property, Development, Ecovillage, Ecovillage Commons, Land, Property, Strata Lot or Strata Plan shall, where the context permits, include a reference to any part of that item, matter or thing; and

(f) words of inclusion are not words of limitation.

22.2 During any period that the *Strata Titles Act* or *Sale of Land Act* applies to the Contract, if a provision of the Contract conflicts with a provision of either of those Acts that under either of those Acts is to prevail or otherwise renders the Contract voidable or unenforceable by the Seller, that conflicting provision of the Contract is deemed to be amended or deleted to the extent necessary to enable the Contract to comply with those Acts and be valid and enforceable by the Seller.

22.3 The Parties agree the Contract is governed by the laws in force in Western Australia and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia.

23 GENERAL CONDITIONS

23.1 The Parties acknowledge that the General Conditions, as modified by these Special Conditions, are incorporated in and form part of the Contract.

23.2 Clauses 3.8, 3.10(c), 9, 10.2 - 10.4, 10.6, 11, 12, 13, 16 and 24.4 of the General Conditions do not apply to the Contract.

23.3 Where there is any inconsistency between the General Conditions and any Special Conditions, the Special Conditions shall prevail to the extent of the inconsistency.

24 ADDITIONAL CONDITIONS

24.1 The Additional Conditions (if any) shall form part of the Contract and apply as if they were set out in this Special Condition 24.

24.2 If there is any inconsistency between the Additional Conditions and any other provision of these Special Conditions, the Additional Conditions shall prevail to the extent of that inconsistency.

25 DEFINITIONS

25.1 In these Special Conditions and the Contract unless the context otherwise requires:

Additional Conditions means the conditions (if any) stated in Item 10 of the Reference Schedule;

Annexure means an annexure to the Contract;

Attachment means an attachment to the Contract (including to any Annexure);

Building Design Guidelines means the building design guidelines applicable for the Development a copy of which is available at http://www.ecovillage.net.au/library/document-library;

Bushfire Management Plan means the bushfire management plan submitted to the Local Authority and Department of Fire and Emergency Services and applicable for the Development, which at the date of preparation of this Contract is the Bushfire Management Plan for Lots 2807 and 2812 Bussell Highway Witchcliffe prepared by RUIC Fire (Rural Fire Risk Consultancy Pty Ltd) and dated January 2016 and amended by Ecosystems Solutions in 2019, a copy of which is available at http://www.ecovillage.net.au/library/document-library;

Buyer means the person/s specified in Item 1 of the Reference Schedule;

By-laws means the by-laws of the Strata Company;

Common Property means so much of the land comprised in the Strata Plan that does not comprise a Strata Lot, including any land noted as a “CP Lot”;

Concept Plan means the concept plan for the Ecovillage, the current copy of which is available at https://www.ecovillage.net.au/download/10516;

Contract means the Offer and Acceptance (including Reference Schedule), these Special Conditions and includes all Annexures and Attachments;

Deposit means the deposit specified in Item 5 of the Reference Schedule;

Deposit Holder means the person referred to as the “Deposit Holder” in Item 5 of the Reference Schedule;

Detailed Plans mean the detailed plans and drawings for the Development available for inspection at the Seller’s office;

Development means the improvements which are to be, are in the course of being or are erected (as the case may be) on the Original Land to create the Strata Plan and Strata Lots, including Property, and Common Property it is to comprise;

Disclosure Statement means the Precontractual Disclosure Statement to the Buyer forming Annexure B, including all Attachments, and provided in accordance with section 156 of the *Strata Titles Act*;

Ecovillage means the master plan development intended by the Seller to be undertaken on the Original Land in accordance with the Concept Plan, Structure Plan and Local Planning Scheme provisions and commonly referred to as Witchcliffe Ecovillage;

Ecovillage Commons means that part of the Ecovillage to be owned by Ecovillage Commons Ltd and intended to provide infrastructure, facilities and services to the Ecovillage at large and which is intended to include conservation areas, recreational areas and water storage (dams) and may include wastewater treatment;

Ecovillage Commons Ltd means Ecovillage Commons Limited a company that is to be incorporated following registration of the Strata Plan (prior to the Settlement Date), limited by guarantee and whose members will be each strata company of the strata plans/clusters comprising the Ecovillage;

General Conditions means the Joint Form of General Conditions for the Sale of Land (2018 Revision) a copy of which forms Annexure C;

Insolvency Event means the happening of any of the following events in relation to the Buyer:

(a) an application is made to a court that it be wound up or that a provisional liquidator be appointed or it is wound up voluntarily or by the court or a provisional liquidator or official manager is appointed;

(b) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them and this is entered into due to an inability to pay those creditors in full as and when its debts fall due;

(c) a receiver or receiver and manager is appointed to any of its assets;

(d) it is taken to be unable to pay its debts within the meaning of the *Corporations Act*;

(e) it becomes an insolvent under administration as defined in section 9 of the *Corporations Act*;

(f) it becomes bankrupt, commits an act of bankruptcy, becomes subject to an arrangement under the *Bankruptcy Act 1966*;

(g) the holder of a mortgage or charge over any asset of the Buyer enforces or attempts to enforce any right under that mortgage or charge;

(h) any creditor levies or attempts to levy any distress or execution against any asset or obtains a garnishee order in respect of any debt of the Buyer; or

(i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

Local Authority means the Augusta Margaret River Shire;

Local Development Plan means the local development plan approved by the Planning Commission for the Development, the most recent copy of which is available at http://www.ecovillage.net.au/library/document-library;

Objection means any objection, requisition, claim for compensation loss or damage, delay in completing Settlement, withholding of part of the Purchase Price or any other monies payable under the Contract or termination of the Contract;

Offer and Acceptance means the Offer and Acceptance which appears immediately before these Special Conditions;

Original Land means the land known or formerly known as Lot 1500 on Deposited Plan 416913 and being the whole of the land comprised in Certificate of Title Volume 2976 Folio 628 and commonly referred to as 10437 and 10347 Bussell Highway, Witchcliffe, Western Australia;

Property means the property being purchased by the Buyer as described in Item 3 of the Reference Schedule which comprises:

(a) the Strata Lot specified in the Item 3 of the Reference Schedule; and

(b) that undivided interest in the Common Property applicable to that Strata Lot;

Purchase Price means the purchase price specified in Item 4 of the Reference Schedule;

Reference Schedule means the “Reference Schedule” attached to and forming part of the Contract;

Registration Date means the date nine (9) months after the Contract Date;

Sale of Land Act means the *Sale of Land Act 1970* of Western Australia;

Schedule of Unit Entitlements means the proposed schedule of Unit Entitlements shown in Attachment 4 of the Disclosure Statement as may be amended, varied or supplemented from time to time;

Seller means the person/s specified in Item 2 of the Reference Schedule;

Seller’s Representative means the person specified in Item 8 of the Reference Schedule or such other person the Seller nominates in writing to the Buyer to be the Seller’s Representative;

Settlement Date means the date specified in Item 7 of the Reference Schedule;

Strata Company means the Strata Company referred to in section 14 of the *Strata Titles Act* created upon registration of the Strata Plan;

Strata Company Draft Budget means the draft annual budget for the Strata Company contained in Attachment 6 of the Disclosure Statement as may be varied in accordance with the Contract;

Strata Council means the council of owners of the Strata Company;

Strata Lot means a strata lot on the Strata Plan;

Strata Plan means the Proposed Strata Plan in the form it is registered at Landgate, as amended varied or supplemented from time to time; and

Structure Plan means the structure plan approved by the Planning Commission applicable to the Ecovillage a copy of which is available at https://www.dplh.wa.gov.au/getmedia/230fd954-8b71-407b-b431-78c61438c359/SPL-AugustaMR-Witchcliff-Eco-Village-Structure-Plan-WAPC-ref-SPN-2083; and

Unit Entitlement means the unit entitlement or proposed unit entitlement (as the case may be) of each Strata Lot, as amended, varied or supplemented from time to time.