CLUSTER 3A WITCHCLIFFE ECOVILLAGE

LOT __________
CONTRACT OF SALE BY OFFER AND ACCEPTANCE

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REF 200062

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

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(s) of Buyer	Signature(s) 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

Strata Lot	Proposed Lot ____________ on Survey Strata Plan 77790
Address	Proposed Cluster 3A Witchcliffe Ecovillage Witchcliffe, WA

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) 1st November 2021;

(b) the date 21 days after the Contract Date (being the date of acceptance of the Buyer's offer);

(c) 21 days after the issue of a separate Certificate of Title for the Property; and

(d) 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

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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 of this Contract).
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 affected 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 at 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:

(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), Seller Fencing 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 (including exclusive use areas) and Property as is reasonable to carry out the Final Works and the Buyer shall permit such access;

(f) the Buyer shall not use the exclusive use areas allocated to the Property prior to completion of the Final Works (which the Buyer acknowledges may adversely impact on the establishment of exclusive use area gardens and the like due to the need to access these areas with or without machinery); and

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

4 REGISTRATION OF STRATA PLAN

4.1 The Parties agree that:

(a) the Strata Plan may be registered at any time prior to the Registration Date (**Registration Period**);

(b) the Registration Period will apply in lieu of the period of 6 months after the Contract Date referred to in section 163(3)(b) of the *Strata Titles Act*; and

(c) this Special Condition is an agreement in writing between the Parties for the purpose of section 163(3)(b) of the *Strata Titles Act*.

5 VARIATIONS BY SELLER

5.1 The Buyer acknowledges and agrees that the Proposed Strata Plan and Detailed Plans may be amended by the Seller.

5.2 Without limiting Special Condition 5.1 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 5.3:

(a) the lot or street number or address allocated to any Strata Lot;

(b) the dimensions, size, position, design or uses of the 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

(c) the Initial By-Laws, easements and 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.

5.3 The Seller may alter any one or more of the matters referred to in Special Condition 5.2 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 materially and 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.

5.4 If the Seller makes any variation in accordance with this Special Condition 5 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.

5.5 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 5.

5.6 Where a variation in accordance with the Contract including this Special Condition 5 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%.

5.7 The Buyer may not make any Objection to any variation to the Property or Development permitted under this Contract including this Special Condition 5 unless the variation is an External Variation to which an Objection is permitted under Special Condition 5.6.

6 TITLE AND ENCUMBRANCES

6.1 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';

iv. 'The lot is situated in the vicinity of a transport corridor and is currently affected or may in the future be affected by transport noise';

(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.

7 CAVEAT

7.1 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.

7.2 To secure the performance by the Buyer of the Buyer's obligations set out in the Contract (including but not limited to Special Conditions 9, 13 and 17.2) 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.

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

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

8.2 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 Building Design Guidelines may be amended prior to Settlement;

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

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

8.3 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.

8.4 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.

9 REPURCHASE OPTION

9.1 In this Special Condition 9 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 9.3 for the Seller or its nominee to repurchase the Property should the Buyer breach Special Condition 9.2(a).

9.2 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.

9.3 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 9.2(a).

9.4 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 9.2(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 9.2(a) prior to the Seller attempting to exercise the Repurchase Option.

9.5 Notwithstanding Special Condition 9.4, the Seller may (in its absolute discretion) 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.

9.6 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.

10 ECOVILLAGE

10.1 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.

10.2 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.

10.3 The Buyer may not make any Objection to:

(a) the matters referred to in Special Conditions 10.1 (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 10.2.

11 ECOVILLAGE COMMON LTD

11.1 The Buyer acknowledges that:

(a) as part of the Ecovillage, Ecovillage Commons Ltd has been incorporated under the *Corporations Act 2001 (Cth)* as a company limited by guarantee;

(b) Ecovillage Commons Ltd is 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:

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

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

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

v. will 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 the initial members of Ecovillage Commons Ltd, having 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 3 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 Pty 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.

11.2 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.

11.3 A copy of the 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 (by reason of its Founder's Membership) reserves the right to amend the constitution prior to the Cancellation Date provided it is in keeping with the overall objectives of the Ecovillage and the Buyer may not make any Objection concerning any such amendment.

12 FENCING

12.1 Unless the Seller has expressly agreed in writing otherwise:

(a) the Seller agrees to provide standardised internal post and wire fencing between the Property and any adjacent strata lot in the Development only (**Seller Fencing**). The Seller will not provide fencing for any other part of the Property including between the Property and primary or secondary street frontages, community garden areas, path accessways or the like;

(b) the Seller will install the Seller Fencing within 12 months following Settlement or such other period as the Buyer and Seller may agree. The Seller Fencing will not be completed at Settlement;

(c) except as provided in Special Condition 12.1(a):

i. 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

ii. 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).

13 INITIAL BY-LAWS

13.1 The Buyer acknowledges and agrees that the Initial By-laws are provisional and those intended to be registered with the Strata Plan.

13.2 The Seller reserves the right to amend the Initial By-laws in any manner prior to registration of the Strata Plan, provided it is in keeping with the overall objectives of the Ecovillage.

13.3 Except as provided for in the *Strata Titles Act*, the Buyer may not make any Objection to any amendment of the Initial By-laws by the Seller that is in accordance with the Contract including this Special Condition.

13.4 The Buyer must promptly following request by the Seller, procure any third party consents required to give effect to an amendment of the Initial By-Laws that is in accordance with the Contract.

14 STRATA COMPANY DRAFT BUDGET

14.1 The Strata Company Draft Budget is an estimate of the income and expenses of the Strata Company for the first year after its registration and may be varied by the Seller from time to time.

14.2 The Seller has used reasonable endeavours to ensure that so far as is possible the Strata Company Draft 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 Draft 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).

14.3 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.

15 FIRST MEETING OF STRATA COMPANY

15.1 The Buyer acknowledges and agrees that:

(a) the Seller will convene and hold the first annual general meeting of the Strata Company and this meeting is intended to occur prior to the Settlement Date; and

(b) subject to any provision of any Act, including the *Strata Titles Act*, to the contrary that cannot be excluded:

i. the Buyer shall not receive notice of or be entitled to personally vote at that meeting; and

ii. should the Buyer for any reason be entitled to attend, they irrevocably appoint the Seller as their proxy to attend and vote at such meeting to the Buyer's exclusion.

15.2 The Buyer further acknowledges and agrees that matters the Seller may address at the first annual general meeting include but are not limited to:

(a) repealing, varying or adding to the By-laws as may be permitted by this Contract;

(b) accepting the Strata Company Draft Budget (as amended from time to time) and approving the Strata Company levies and contributions;

(c) entering into or varying any agreement for:

i. the cleaning, maintenance, repair or administration of the Common Property or Strata Company; or

ii. the supply of goods or services (including utilities) to the Strata Company or by the Strata Company and whether or not involving owners or occupiers of Strata Lots, Ecovillage Commons Ltd or neighbouring parts of the Ecovillage;

(d) granting a party rights of access or use (including exclusive use), special privilege or otherwise in respect of Common Property;

(e) imposing, amending or repealing any of the following:

i. any building, design or planning guidelines or framework concerning the Ecovillage; and

ii. any covenants, easements or the like concerning the Ecovillage,

for any of the following purposes:

iii. regulating any specific uses and activities within the Ecovillage;

iv. developing, operating and maintaining the Ecovillage Commons;

v. facilitating and regulating the provision of services or utilities within the Ecovillage (whether or not by Ecovillage Commons Ltd or involving the Ecovillage Commons); and

vi. facilitating the development of the Ecovillage.

16 ADVERTISING AND MARKETING

16.1 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.

16.2 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.

17 DEALINGS WITH THE PROPERTY PRIOR TO SETTLEMENT

17.1 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.

17.2 Without limiting Special Condition 17.1, 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 17.2 from any further purchaser, transferee or assignee in a way that is satisfactory to the Seller.

18 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.

19 GOODS AND SERVICES TAX

19.1 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.

19.2 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.

19.3 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.

20 SEVERABILITY

20.1 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.

20.2 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.

21 ENTIRE AGREEMENT

21.1 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.

21.2 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.

22 NOTICES BY EMAIL AND TO REPRESENTATIVES

22.1 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.

22.2 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.

23 COUNTERPARTS

23.1 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.

24 FURTHER ACTS

24.1 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.

25 INTEPRETATION

25.1 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 28.1 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.

25.2 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.

25.3 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.

26 GENERAL CONDITIONS

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

26.2 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.

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

27 ADDITIONAL CONDITIONS

27.1 The Additional Conditions (if any) shall form part of the Contract and apply as if they were set out in this Special Condition 27.

27.2 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.

28 DEFINITIONS

28.1 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 ACN 646 707 486, a company 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;

Initial By-laws means the initial By-laws intended for the Strata Plan and Strata Company and which shall be substantially in the form set out in Attachment 3 of the Disclosure Statement with such variations as the Seller reasonably requires and are notified to the Buyer;

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;

Proposed Strata Plan means the plan or plans forming Attachment 2 of the Disclosure Statement, as amended, varied or supplemented from time to time;

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 twelve (12) 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;

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.

ANNEXURE B – PRECONTRACTUAL DISCLOSURE STATEMENT TO THE BUYER

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Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

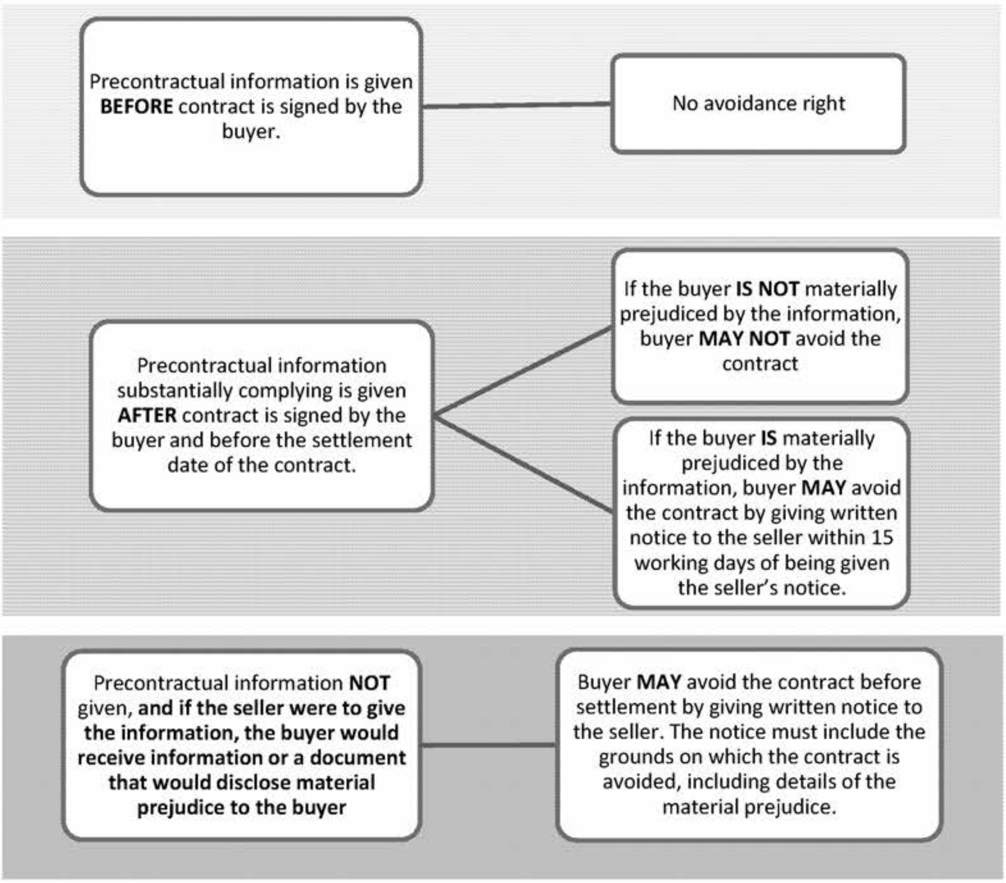
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:



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Buyer's right to delay settlement

The buyer has a right to postpone settlement by written notice if the seller does not give the buyer this disclosure statement, or gives it late. If this disclosure document is not provided until after the contract has been signed, the buyer can postpone settlement for up to 15 working days.

Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.
Type 1 and Type 2 notifiable variations are as follows:

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Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation.	• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.
Regulation 106 describes when certain notifiable variations are deemed to have occurred.

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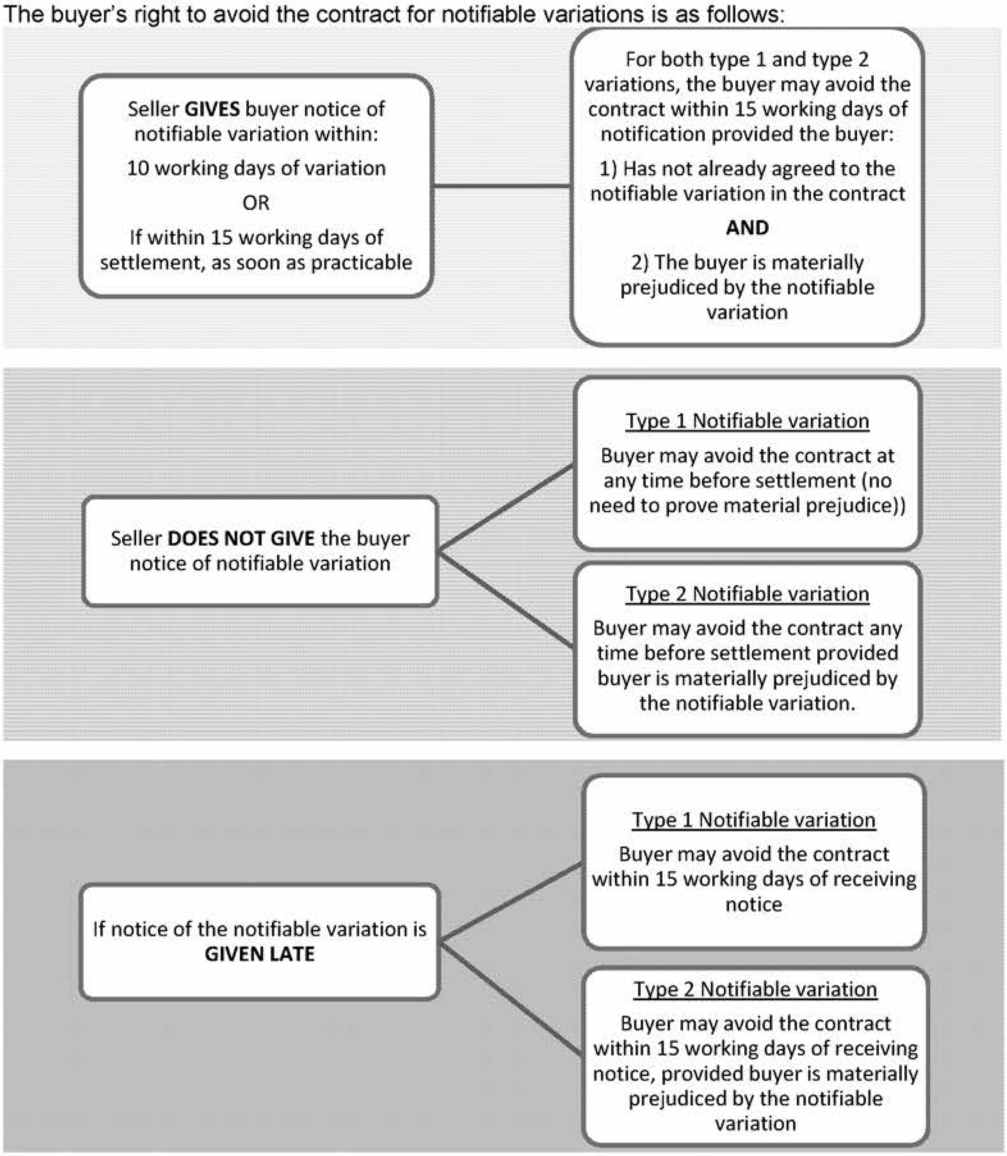
The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme – that is, an 'off the plan' sale.

Disputes about avoidance rights to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

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Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot. which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name **Perron Developments Pty Ltd ACN 000 230 446**

Address **4 Plain St, East Perth, 6004**

Telephone/mobile **08 9221 1555** Email **perron@perrongroup.com.au**

Name **Sustainable Settlements Pty Ltd ACN 169 286 337**

Address **10437 Bussell Highway, Witchcliffe WA 6286**

Telephone/mobile **08 9757 6688** Email **sales@ecovillage.net.au**

Scheme Information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name	**Cluster 3A Witchcliffe Ecovillage**
Name of the strata company	**The Owners of Cluster 3A Witchcliffe Ecovillage; Survey-Strata Plan 77790**
Address for service of the strata company (taken from scheme notice)	**10437 Bussell Highway, Witchcliffe WA 6286**

The status of the scheme is:

☒ proposed

☐ registered

The scheme type is:

☐ strata

☒ survey-strata

The tenure type is

☒ freehold

☐ leasehold

For leasehold only:

The scheme has a term of _____ years _____ months _____ days commencing on registration of the scheme ______________________________

If there is a registered scheme notice, the expiry day for the leasehold scheme is ____/____/____

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For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.	**Att.**
Scheme Documents (must be attached)	
Schemes created on or after 1/5/2020 must provide a copy of the scheme notice (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020).	**1**
A copy of the scheme plan showing the exact location and definition of the lot	**2**
A copy of the scheme by-laws	**3**
A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate	**3**
Do the scheme by-laws include staged subdivision by-laws ☒ no ☐ yes	
☐ If yes, they are included with this form	____
☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided	
A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme	**4**
If this is a leasehold lot, a copy of the strata lease for the lot	____
Additional comments: **The scheme plan, by-laws and unit entitlement are preliminary with the scheme not yet registered**	
Minutes (choose one option)	
☐ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)	____
☐ A statement that the strata company does not keep minutes of its meetings*	____
☒ A statement of why the seller has been unable to obtain the minutes	____
Additional comments: **The scheme is not yet registered and therefore there has been no meetings**	
Statement of accounts (choose one option)	
☐ The statement of accounts last prepared by the strata company	____
☐ A statement that the strata company does not prepare a statement of accounts*	____
☒ A statement of why the seller has been unable to obtain a statement of accounts	____
** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*	
Additional comments: **The scheme is not yet registered and therefore there is no statement of accounts. Refer to Attachment 6 for the estimate of income and expenses for the first year.**	
Termination proposal	
Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? ☒ no ☐ yes	____
If yes, attach a copy.	

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Lot information (choose all that apply) **Att.**

☐ This lot is on a registered scheme plan

☒ This lot has not yet been created

☐ This lot is a leasehold strata expiring on ____/____/____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

Not known

Lot ________on scheme plan no. **Survey-Strata Plan 77790**

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions
Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * ☐ no ☒ yes
If yes, describe the restriction **See Special Condition 15 of the Contract of Sale**

** A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.*

Exclusive use by-laws
This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☐ no ☒ yes
If yes, please give details **See By-laws 22** **3**

Strata levy/contributions for the lot (choose one option)
(Local government rates are payable by the lot owner in addition to the strata levy/contributions)
☐ Contributions that have been determined within the previous 12 months
☒ If not determined, estimated contributions for 12 months after proposed settlement date

	Actual ($)	OR	Estimated ($) 12 months after the proposed settlement date	Att.
Administrative fund:	_____		**See Attachment 5**	
Reserve fund:	_____		**See Attachment 5**	
Other levy (attach details)	_____		**See Attachment 5**	**5**

☐ Actual ☒ Estimated total contribution for the lot $ **See Attachment 5**

Payable ☐ annually ☐ bi-annually ☒ quarterly ☐ other: _____

Due dates **TBA** on ____/____/____ _______ on ____/____/____
_______ on ____/____/____ _______ on ____/____/____

Strata levy/contributions/other debts owing
If the seller has a debt owed to the strata company, the total amount owing is $ **Nil**
If the seller has a debt owed to a utility company, the total amount owing is $ **Nil**
Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached. _____

Additional comments: **Due dates are to be determined following registration of the scheme**

GOVERNMENT OF WESTERN AUSTRALIA

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Scheme developer specific information

Information specific to the sale of a strata lot – only to be **completed if the seller of the lot is a scheme developer** — Att.

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached. — Att. **6**

Additional comments: ______________________

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer? ☐ no ☒ yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company — Att. **7**

Additional comments: ______________________

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? ☐ no ☒ yes

If yes, attach details including terms and conditions. — Att. **3**

Additional comments: **Please refer to exclusive use by-laws**

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit? ☒ no ☐ yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company? ☒ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. — Att. ______

Additional comments: ______________________

GOVERNMENT OF WESTERN AUSTRALIA

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Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes**. This information can be included in a form that is separate from the rest of the contract; and
- **Part B, information specific to the sale of a strata lot**. This information can be included in a separate form, or within the contract in a prominent position.
  Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

☒ **I** / ☐ **We**[1], hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature ____________________________

Name ____________________________ **(Seller's Representative)**

Date ____/____/____

Statement by the buyer(s) / buyer's representative

☐ **I** / ☐ **We**[1], the buyer/s, acknowledge that ☐ **I** / ☐ **we**[1] received Part A and Part B of the required precontractual disclosures before ☐ **I** / ☐ **We**[1] signed the contract of sale.

☐ **I** / ☐ **We**[1] understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ **me** / ☐ **us**[1].

Signature ____________________________

Name ____________________________

Date ____/____/____

Signature ____________________________

Name ____________________________

Date ____/____/____

[1] Select one.

ANNEXURE B
Attachment 1 – Scheme Notice

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Approved Form 2019-74762

SN

Scheme Notice

Strata Titles Act 1985
Section 29

Scheme Number: **Survey Strata Plan 77790**

Certificate of Title Volume/Folio Number:	**TBA/TBA (Lot 2 on DP 421739)**
Scheme Name:	**Cluster 3A Witchcliffe Ecovillage**
Address for Service of the Strata Company:	**10437 Bussell Highway, Witchcliffe WA 6286**
Email address for Strata Company[1]:	**sales@ecovillage.net.au**
Is this a Leasehold Scheme?	☐ Yes / ☒ No
Leasehold Scheme Term[2]:	_____ year(s) / _____ month(s) / _____ day(s) commencing on registration of the scheme.

[1] Optional.
[2] Not required unless this is a Leasehold Scheme and must be stated in years, months and days.

Version 2.1 – Updated 07/05/2020. Page 1 of 3

GOVERNMENT OF WESTERN AUSTRALIA

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EXECUTION[3]

Date of Execution: ______________

Signed for and on behalf of Sustainable Settlements Pty Ltd (ACN 169 286 337) by the authority of its directors in accordance with section 127 of the Corporations Act 2001 (Cth)

____

Signature of Owner[4]

Michael James Hulme (Sole Director and Sole Secretary)
Full Name

Signed for and on behalf of Perron Developments Pty Ltd (ACN 000 230 446)

[3] See Land Titles Policy & Procedure Guide "SIG-01 Signing of Documents" (and associated guides) in relation to execution requirements.
[4] To be signed by owner of the land described in the above-mentioned Certificate of Title.

Version 2.1 – Updated 07/05/2020. Page 2 of 3

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

OFFICE USE ONLY

SN Scheme Notice

Lodged by:[5]	______________________
Address:	______________________
Phone Number:	______________________
Fax Number:	______________________
Reference Number:	______________________
Issuing Box Number:	______________________

Instruct if any documents are to issue to other than Lodging Party

____

Prepared by:	**Torrens Legal**
Address:	**PO Box 7320** **Cloisters Square PO WA 6850**
Phone Number:	**08 9235 3500**
Fax Number:	**08 9235 3501**
Reference Number:	**190213**

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. ______________________
2. ______________________
3. ______________________
4. ______________________
5. ______________________

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: ______

[5] Lodging Party Name may differ from Applicant Name.

Version 2.1 – Updated 07/05/2020.

Page 3 of 3

ANNEXURE B
Attachment 2 – Proposed Strata Plan

Plan Information

Tenure Type	Freehold
Plan Type	Survey-Strata Plan
Plan Purpose	Subdivision

Plan Heading

Lots 1-27, CP28 and Easements

Strata Scheme Details

Scheme Name	Cluster 3A, Witchcliffe Ecovillage
Lodgement of scheme by-laws	YES

Parcel Address

Lot 2, Karrack Crescent, Witchcliffe, W.A., 6286

Locality & Local Government

Locality	Witchcliffe
Local Government	Shire of Augusta-Margaret River

Department of Planning, Lands and Heritage

File Number	

Planning Approval

Planning Authority	W.A.P.C.
Reference	50-20

Examination

Examined | Date

In Order For Dealings

Subject To

For Registrar of Titles | Date

Plan Approved

Inspector of Plans and Surveys | Date

Survey Details

Field Records	156144
Declared as Special Survey Area	Yes

Survey Certificate - Regulation 54

I, Casey P.OLIVER
hereby certify that this plan is accurate and is a correct representation of the -
(a) survey; and
(b) calculations from measurements recorded in the field records,
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

Licensed Surveyor | Date

Survey Organisation

Name	MNG MCMULLEN NOLAN GROUP
Address	PO Box 1233, Bunbury W.A. 6231
Phone	(08) 6316 2120
Fax	(08) 6436 1500
Email	info @ mngsurvey.com.au
Reference	98774sp-031c

PRELIMINARY ONLY
UNLODGED VERSION
SUBJECT TO
LANDGATE AUDIT

This version is
- Current as at 18/08/2021
- Subject to change without notice
- Not intended for design use,
a LANDGATE APPROVED copy should be obtained for such purposes.

AMENDMENTS TABLE

Revision	Description	Date
A	Initial Issue	30/07/2021
B	Amend after PM check	04/08/2021
C	Amend after full check	18/08/2021

DRAFT
ALL AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY AND WAPC APPROVAL

Amendments

Version	Lodgement Type	Amendment Description	Authorised By	Date

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Subject Land Description
1-27, CP28	LOT 2	DP 421739		

Former Tenure Interests and Notifications

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
33a, 33a 1	EASEMENT (Drainage)	SEC 167 OF THE P&D ACT 2005 REG 33 (a)	DP 421739	CP 28	SHIRE OF AUGUSTA-MARGARET RIVER	
33b 15	EASEMENT (Sewerage)	SEC 167 OF THE P&D ACT 2005 REG 33 (b)	DP 421739	LOTS 17, 18, 19	TMC WITCHCLIFFE PTY LTD	
33b 26	EASEMENT (Sewerage)	SEC 167 OF THE P&D ACT 2005 REG 33 (b)	DP 421739	LOT 6	TMC WITCHCLIFFE PTY LTD	
	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC 70A OF THE TLA 1893	DOC	ALL LOTS AND COMMON PROPERTY		NON POTABLE WATER
	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC 70A OF THE TLA 1893	DOC	ALL LOTS AND COMMON PROPERTY		LAND MANAGEMENT
	NOTIFICATION (of Hazards or other Factors seriously Affecting the Land)	SEC 165 OF THE P&D ACT 2005	DOC	ALL LOTS AND COMMON PROPERTY		FARMLAND

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
A	Easement (Vehicle Access)	Sec. 33 of the STA 1985, Reg. 31 of the STGR 2019	THIS PLAN	LOT 16	LOTS 15, 17, 18 AND 19	
B	Easement (Vehicle Access)	Sec. 33 of the STA 1985, Reg. 31 of the STGR 2019	THIS PLAN	LOT 17	LOTS 15, 16, 18 AND 19	
C	Easement (Vehicle Access)	Sec. 33 of the STA 1985, Reg. 31 of the STGR 2019	THIS PLAN	LOT 18	LOTS 15, 16, 17 AND 19	
D	Easement (Vehicle Access)	Sec. 33 of the STA 1985, Reg. 31 of the STGR 2019	THIS PLAN	LOT 19	LOTS 15, 16, 17 AND 18	
P	EASEMENT (Public Access)	SEC 195 & 196 OF THE LAA 1997	DOC	CP 28	SHIRE OF AUGUSTA-MARGARET RIVER AND THE PUBLIC AT LARGE	PUBLIC ACCESS

New Notifications and Memorials

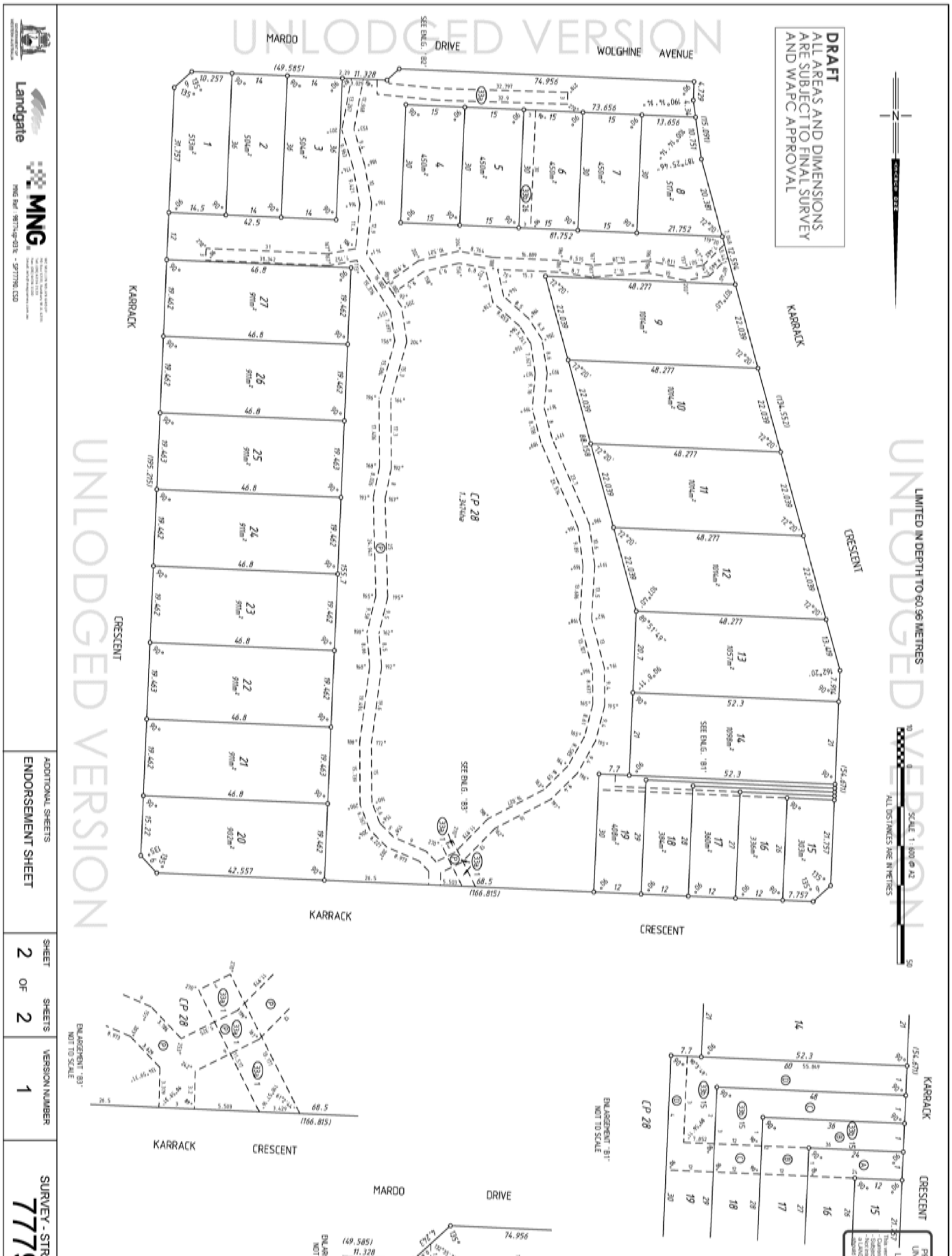
Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC 70A OF THE TLA 1893	DOC	LOTS 2-19, 26 AND 27		TRANSPORT NOISE

UNLODGED VERSION

UNLODGED VERSION

Landgate | MNG
MNG Ref : 98774sp-031c - SP77790.CSD

ADDITIONAL SHEETS	SHEET	SHEETS	VERSION NUMBER	SURVEY - STRATA PLAN
ENDORSEMENT SHEET	1 OF	2	1	77790


UNLODGED VERSION
DRAFT
ALL AREAS AND DIMENSIONS ARE SUBJECT TO FINAL SURVEY AND WAPC APPROVAL
MARDO DRIVE
WOLGHINE AVENUE
KARRACK CRESCENT
LIMITED IN DEPTH TO 60.96 METRES
CP 28
ADDITIONAL SHEETS
ENDORSEMENT SHEET
SHEET 2 OF SHEETS 2
VERSION NUMBER 1
SURVEY - STRATA PLAN
77790
Landgate
MNG

ANNEXURE B

Attachment 3 – Scheme By-laws

ANNEXURE B
Attachment 4 – Proposed Unit Entitlement

Landgate

Approved Form 2020-90741
Effective for Use from 1 - 01/02/2021

Schedule of Unit Entitlements

Strata Titles Act 1985
Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Scheme Number: 77790

Scheme Address: Cluster 3A, Witchcliffe Ecovillage

Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement	Lot Number	Unit Entitlement
1	32	21	45						
2	32	22	44						
3	34	23	44						
4	35	24	44						
5	35	25	44						
6	29	26	44						
7	31	27	44						
8	31								
9	45								
10	45								
11	45								
12	45								
13	45								
14	45								
15	21								
16	22								
17	22								
18	22								
19	24								
20	51								

Sum of the unit entitlements of all lots in the strata titles scheme: 1000

CERTIFICATE OF LICENSED VALUER

I, Raymond Joseph Codalonga, being a Licensed Valuer under the *Land Valuers Licensing Act 1978* certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

Complete for staged subdivision only:

I have determined that in the Schedule of Unit Entitlements above there ☐ **is** / ☐ **is not**[1] a significant variation of the kind described in Regulation 49(1)(a) of the *Strata Titles (General) Regulations 2019* to the proposed Schedule of Unit Entitlements in the agreed stage of subdivision in staged subdivision by-laws number(s) ________________ registered on ____________.

21-Sep-2021
Date

Licensed Valuer Signature

[1] Select one

ANNEXURE B
Attachment 5 – Indicative Strata Company Levies/Contributions

Lot Details		Quarterly					Annual				
No	UE	Admin	ECL Levy	Laneway Levy	Reserve	Total	Admin	ECL Levy	Laneway Levy	Reserve	Total
1	32	$ 164.24	$ 25.00		$ 4.00	$ 193.24	$ 656.96	$ 100.00		$ 16.00	$ 772.96
2	32	$ 164.24	$ 25.00		$ 4.00	$ 193.24	$ 656.96	$ 100.00		$ 16.00	$ 772.96
3	34	$ 174.51	$ 25.00		$ 4.25	$ 203.76	$ 698.02	$ 100.00		$ 17.00	$ 815.02
4	35	$ 179.64	$ 25.00	$ 25.00	$ 4.38	$ 234.01	$ 718.55	$ 100.00	$ 100.00	$ 17.50	$ 936.05
5	35	$ 179.64	$ 25.00	$ 25.00	$ 4.38	$ 234.01	$ 718.55	$ 100.00	$ 100.00	$ 17.50	$ 936.05
6	29	$ 148.84	$ 25.00	$ 25.00	$ 3.63	$ 202.47	$ 595.37	$ 100.00	$ 100.00	$ 14.50	$ 809.87
7	31	$ 159.11	$ 25.00	$ 25.00	$ 3.88	$ 212.98	$ 636.43	$ 100.00	$ 100.00	$ 15.50	$ 851.93
8	31	$ 159.11	$ 25.00	$ 25.00	$ 3.88	$ 212.98	$ 636.43	$ 100.00	$ 100.00	$ 15.50	$ 851.93
9	45	$ 230.96	$ 25.00		$ 5.63	$ 261.59	$ 923.85	$ 100.00		$ 22.50	$ 1,046.35
10	45	$ 230.96	$ 25.00		$ 5.63	$ 261.59	$ 923.85	$ 100.00		$ 22.50	$ 1,046.35
11	45	$ 230.96	$ 25.00		$ 5.63	$ 261.59	$ 923.85	$ 100.00		$ 22.50	$ 1,046.35
12	45	$ 230.96	$ 25.00		$ 5.63	$ 261.59	$ 923.85	$ 100.00		$ 22.50	$ 1,046.35
13	45	$ 230.96	$ 25.00		$ 5.63	$ 261.59	$ 923.85	$ 100.00		$ 22.50	$ 1,046.35
14	45	$ 230.96	$ 25.00		$ 5.63	$ 261.59	$ 923.85	$ 100.00		$ 22.50	$ 1,046.35
15	21	$ 107.78	$ 25.00		$ 2.63	$ 135.41	$ 431.13	$ 100.00		$ 10.50	$ 541.63
16	22	$ 112.92	$ 25.00		$ 2.75	$ 140.67	$ 451.66	$ 100.00		$ 11.00	$ 562.66
17	22	$ 112.92	$ 25.00		$ 2.75	$ 140.67	$ 451.66	$ 100.00		$ 11.00	$ 562.66
18	22	$ 112.92	$ 25.00		$ 2.75	$ 140.67	$ 451.66	$ 100.00		$ 11.00	$ 562.66
19	24	$ 123.18	$ 25.00		$ 3.00	$ 151.18	$ 492.72	$ 100.00		$ 12.00	$ 604.72
20	51	$ 261.76	$ 25.00		$ 6.38	$ 293.13	$ 1,047.03	$ 100.00		$ 25.50	$ 1,172.53
21	45	$ 230.96	$ 25.00		$ 5.63	$ 261.59	$ 923.85	$ 100.00		$ 22.50	$ 1,046.35
22	44	$ 225.83	$ 25.00		$ 5.50	$ 256.33	$ 903.32	$ 100.00		$ 22.00	$ 1,025.32
23	44	$ 225.83	$ 25.00		$ 5.50	$ 256.33	$ 903.32	$ 100.00		$ 22.00	$ 1,025.32
24	44	$ 225.83	$ 25.00		$ 5.50	$ 256.33	$ 903.32	$ 100.00		$ 22.00	$ 1,025.32
25	44	$ 225.83	$ 25.00		$ 5.50	$ 256.33	$ 903.32	$ 100.00		$ 22.00	$ 1,025.32
26	44	$ 225.83	$ 25.00		$ 5.50	$ 256.33	$ 903.32	$ 100.00		$ 22.00	$ 1,025.32
27	44	$ 225.83	$ 25.00		$ 5.50	$ 256.33	$ 903.32	$ 100.00		$ 22.00	$ 1,025.32
Total	1000	$ 5,132.50	$ 675.00	$ 125.00	$ 125.00	$ 6,057.50	$ 20,530.00	$ 2,700.00	$ 500.00	$ 500.00	$ 24,230.00

ANNEXURE B

Attachment 6 – Statement of Estimated Income and Expenditure (Strata Company Draft Budget)

Income	Notes	Total
Operational fund levies		$ 9,700.00
Reserve fund levies		$ 500.00
Depreciation levies		$ 10,830.00
- Ecovillage Commons Fee	$100/Lot/Pa	$ 2,700.00
Future strata energy sales and community activity income	(Potential future income through community activities and energy sales not included)	$ -
Laneway maintenance levy lots 4-8		$ 500.00
Total Income		**$ 24,230.00**
Expenditure		
Admin		
- Accounting	Volunteer	$ -
- Audit	No requirement	$ -
- Bank Fees	Nil	$ -
- Insurance	Public liability $10m + $340k asset	$ (2,300.00)
- Strata management fees	Optional	$ -
Utilities		
- Ecovillage Commons Fee	$100/Lot/Pa	$ (2,700.00)
- Ecovillage Commons Water	Average annual consumption of 3000KL @ 50c per KL	$ (1,500.00)
Maintenance		
- Cleaning	Consumables	$ (200.00)
- Electrical	Microgrid, battery	$ (1,950.00)
- Grounds	Fertiliser, tools, etc	$ (3,000.00)
- Repairs	Miscellaneous	$ (500.00)
- Irrigation repairs	Sprinklers, etc	$ (250.00)
-Laneway maintenance (lots 4-8)		$ (500.00)
Depreciation		
- Fixed assets	Battery, building, garden infrastructure, EV charger, etc.	$ (10,830.00)
Total Expenditure		**$ (23,730.00)**

ANNEXURE B

Attachment 7 – Details of Proposed Contracts for the Provision of Amenity or Service

1. Verge maintenance agreement

The Ecovillage's sustainability objectives provide for the incorporation of productive trees and plants wherever appropriate in the verge landscaping. The Strata Company is required to make an application to the local government to vary the verge landscaping from standard Shire landscaping requirements as per the Augusta Margaret River Shire Verge Landscaping and Maintenance Guidelines (https://www.amrshire.wa.gov.au/library/file/4Sustainability/Environment/Verge%20GUIDELINES%20FINAL.pdf).

While it will be the individual lot owners' responsibility to maintain the verge planting adjacent to their lot, under the Strata Company by-laws (see Governance by-law 23), as the owner of the common property the Strata Company will apply for one overall approval for the verge landscaping.

This application will be made on behalf of the Strata Company by the Seller following the completion of Final Works in the Common Property and will include a landscaping plan and plant species list that reflects the landscaping installed on the verges by the Seller. These plans will be held by the Strata Company for future reference. The agreement will commit the Strata Company to "maintain the verge installation so as not to cause a hazard, including maintaining sightlines and clear walkways (where applicable) for other community members." The Strata Company will enforce this maintenance requirement on affected lot owners through its by-laws.

There is no cost associated with the application, and all initial verge landscaping materials and implementation is provided by the Seller.

The agreement will remain in place indefinitely with the Augusta Margaret River Shire (**Shire**) until

(a) the Shire changes its policy;

(b) the Strata Company varies its landscaping installation; or

(c) the Shire withdraws its permission through the Strata Company's non-compliance with the agreement.

2. Irrigation water supply and Ecovillage Common land maintenance agreement

Ecovillage Commons Ltd (**ECL**) will provide:

(a) non-potable water from the dams situated on the Ecovillage Commons to the Strata Company (as it will to the strata companies of each other Cluster in the Ecovillage) for the purpose of irrigation of common property areas. It will supply the Strata Company with up to 3 ML per annum; and.

(b) a management service to maintain land and infrastructure on the land comprising the Ecovillage Commons, with particular regard to Shire fire risk management requirements.

The non-potable water will initially be charged at $0.50 per kL, with an initial annual service charge of $100.00 per lot to the Strata Company. These charges will be reviewed and amended as required from time to time by the directors of ECL to take into account the present and future anticipated costs and expenses of providing non-potable water and managing the Ecovillage Common land and infrastructure. The water charges and service fee are included in the proposed Strata Company Draft Budget (Attachment 6).

The Water Supply and Land Management Agreement term will have no end date, with the Shire requiring ECL to provide irrigation water to the Strata Company in perpetuity as a condition of the Development.

Under the agreement ECL will:

(a) manage bushfire risks concerning the Ecovillage Commons to Shire requirements;

(b) operate and maintain the dams, pumps and irrigation mains; and

(c) be responsible for the supply and delivery of the water to an agreed upon delivery point in the Strata Common Property (irrigation storage tank).

Under the agreement the Strata Company will:

(a) at its own cost, operate and maintain short term storage irrigation water storage (tank) within their supply area;

(b) be responsible for the management and operation of irrigation infrastructure within their supply area;

(c) ensure that the use of non-potable water is restricted to the irrigation area specified in the agreement;

(d) give ECL access to the irrigation infrastructure in the Strata Company's supply area to record and monitor water use; and

(e) not assign water irrigation rights or supply non potable water to another party.

3. Supply of renewable energy

Each Cluster of the Ecovillage is large enough to be considered a 'Contestable' connection to the Western Power grid, and, as such, the Strata Company will be able to make supply and export agreements with private energy retailers other than Synergy. A connection to the grid via a retailer allows the strata and its lot owners to maximise the return on the energy generated by household PV systems.

The Seller has negotiated favourable energy service agreements for the Witchcliffe Ecovillage Stage 1 and 2 clusters and will enter into similar 12-month contracts with CleanTech Energy, Element 47 and Power Ledger on the strata companies' behalf once the microgrid is energised to provide the cluster with:

(a) 100% renewable energy from the grid when required;

(b) peer-to-peer trading within the strata;

(c) smart metering;

(d) battery allocation; and

(e) billing services.

CleanTech Energy will be the strata's energy retailer and provide 100% renewable energy from the grid when required and purchase excess renewable energy from the strata. CleanTech Energy's supply cost is $5.50/day/strata plus 22.8c/kWh for 100% renewable energy, which compares very well to Synergy's current A1 rate of 29.33c/kWh for non-renewable (mix of coal/gas/wind/solar) supply, or green energy supply at 33.21c/kWh.

Power Ledger provides a unique block chain energy trading software that enables the trading of renewable energy between residents in each cluster. It will enable each home to see how much energy they're drawing and sending to the battery, EV charger and the grid.

Element 47 will supply the cluster's meters, which are individually programmed to identify which lot number they are reading. It will also manage the meter data being sent to Power Ledger and supply each home with a monthly bill, itemising energy supply costs and income derived from CleanTech or peer-to-peer trading. Element 47 will also advise the strata on future income opportunities associated with Western Power's Distributed Energy Resources (DER) scheme, where the strata could get paid to provide power from the Tesla battery during ultra-peak load periods on the South West Interconnected System.

The combination of these three service providers enables a level of internal micro-grid management, trading and analysis that isn't available via energy retailers alone and will enable analysis and management that will significantly increase each household's ability to earn as much as possible from its excess renewable energy.

The estimated total daily costs of the combined services per home will be as follows (based on average 23 homes per cluster and 2021 negotiated terms):

- CleanTech supply charge : 23.9c
- Element 47 day rate : 27.6c
- Power Ledger : 24.3c
- Total : 75.8c/day

(Compared to Synergy's A1 supply charge of $1.05/day.)

The estimated cost of energy consumed from the grid will be as follows:

- CleanTech: 22.8c/kWh
- Power Ledger: 0.15c/kWh
- Total: 22.95c/kWh

(Compared to Synergy's current A1 rate of 29.33c/kWh for non-renewable (mix of coal/gas/wind/solar) supply, or green energy supply at 33.21c/kWh.)

The estimated income streams from excess solar energy will be as follows:

- Sale of energy to CleanTech: 3.00c/kWh
- Sale direct to neighbours: 20.00c/kWh
- Sale direct to EV charger: 35.0c/kWh (20.00c to lot owner, 15.00c to strata company to offset strata levies)

(Compared to Synergy's grid purchase price of 3.5c/kWh.)

4. Internet connection

Due to the smart cabling and connectivity required for the microgrid communications, there may be an opportunity for the Seller to make an agreement with an internet service provider to provide internet/VOIP/television or other communications services to lot owners via the strata at a reduced rate. The Seller will only make such an agreement if it will provide a significant benefit to lot owners.

5. Maintenance of Tesla battery

The Seller is providing a 232 kWh Tesla Powerpack battery in the Common Property to provide storage for renewable energy generated by Lot owners' rooftop solar panels, and to provide energy back to households at night. It must be serviced annually in order to maintain its warranty terms and extend the life of the battery, which is warranted to be at 70% useable battery capacity after 15 years. The Tesla servicing will cost the Strata Company an estimated $1,000.00 p.a., (with a 2% p.a. increase per annum) for a fixed term of 15 years, and includes servicing of the whole battery module and its inverter.

The first service will be not carried out until after the battery has been in use for 12 months (i.e., 12 months after household solar panels are installed and operational) but the service charge has been included in the Strata Company Draft Budget calculations to provide an indication of ongoing maintenance costs and realistic ongoing strata levies.

ANNEXURE C – GENERAL CONDITIONS