



## Contract of Sale

**Part of Lot 1 on Plan 6877**

**Water Corporation**

and

**Shire of Broomehill-Tambellup**

**Error! Unknown document property name.**

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## Contract of Sale

Date

Parties

**Water Corporation**

ABN 28 003 434 917 a statutory body corporate established under the Water Corporation Act 1995 (WA) of John Tonkin Water Centre 629 Newcastle Street, Leederville, Western Australia

(Seller)

**Shire of Broomehill-Tambellup**

ABN 84 357 652 090 a statutory body corporate established under the Local Government Act (WA) of 46-48 Norrish Street, Tambellup, Western Australia

(Buyer)

Recitals

- A. The Seller is the owner of the Land.
- B. The Seller has agreed to sell the Property to the Buyer, and the Buyer has agreed to purchase the Property from the Seller, upon and subject to the terms contained in, and implied by, this Contract.

This Contract witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

## 1. Definitions and interpretation clauses

### 1.1 Definitions

In this deed:

- Annexure** means an Annexure to this Contract.
- Balance Land** means the Land excluding the Property.
- Business Day** means a day on which trading banks are open for general banking business in Perth, not being a Saturday, Sunday or a public holiday in Perth.

<b>Buyer's Representative</b>	means the person referred at Item 6 in the Reference Schedule.
<b>Claim</b>	means in relation to any person or property, claims, actions, proceedings, judgments, damages, Loss, costs, expenses or liabilities incurred by, or to, or made or recovered by, or against, that person or property, however arising and whether present, unascertained, immediate, future or contingent.
<b>Contract</b>	means this contract (including all Schedules and Annexures) as from time to time it is amended, varied, supplemented, replaced or assigned as permitted by this contract, and includes every deed varying this contract.
<b>Encumbrance</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) a mortgage, easement, restrictive covenant, Title Restriction, caveat, Memorial and Rate Encumbrance;</li><li>(b) every pledge, charge, lien, assignment, hypothecation, security interest, title retention, hire, hire purchase agreement, bill of sale, chattel lease, chattel security, security interest, preferential right or trust arrangement; and</li><li>(c) every other security agreement or arrangement of any kind given or created, in each case, by way of security which includes any security interest under the Personal Property Securities Act 2009 (Cth),</li></ul> <p>and includes any right and interest which a person has in relation to the Property.</p>
<b>General Conditions</b>	means the Law Society of Western Australia (Inc.) and the Real Estate Institute of Western Australia (Inc.) 2022 Joint Form of General Conditions for the Sale of Land, a copy of which is annexed to this Contract as Annexure B.
<b>Government Body</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;</li><li>(b) any public authority constituted by or under a law of any country or political subdivision of any country; and</li><li>(c) any person deriving a power directly or indirectly from any other government body.</li></ul>
<b>Land</b>	means the land referred at Item 1 in the Reference Schedule.
<b>Loss</b>	includes any Claim, liability, damages, costs or expense

<b>Object</b>	means to: (a) make any Claim against the Seller; (b) raise any objection or requisition under or in respect of this Contract; (c) rescind or terminate this Contract; (d) delay Settlement; or (e) deduct or retain any amount of the Purchase Price, and includes attempting to do any of those things.
<b>Plan</b>	means the plan attached to this Contract as Annexure A.
<b>Planning Commission</b>	means the Western Australian Planning Commission.
<b>Property</b>	means the property referred at Item 2 of the Reference Schedule.
<b>Purchase Price</b>	means the amount at Item 3 of the Reference Schedule.
<b>Reference Schedule</b>	means the reference schedule at Schedule 1 of this Contract.
<b>Requirement</b>	means any requirement, requisition, notice, order or direction received from or given by any Government Body.
<b>SAT</b>	means the State Administrative Tribunal.
<b>Seller's Representative</b>	means the person referred at Item 7 in the Reference Schedule.
<b>Settlement Date</b>	means the date referred at Item 4 in the Reference Schedule.
<b>Subdivision</b>	means the subdivision of the Land to create the Property as a separate lot as that term is defined in the <i>Planning and Development Act 2005 (WA)</i> on terms acceptable to the Buyer and which enables reasonable access to the Property (including by way of an easement or gazetted road).
<b>Subdivision Plan</b>	means the plan or diagram required to be registered at Landgate to create the Subdivision.

## 1.2 Interpretation

The following provisions apply to the interpretation of this Contract unless the context otherwise requires:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of this Contract;

- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (d) a reference to a part, clause, party, Schedule or Annexure is a reference to a part and clause of, and a party, Schedule and Annexure to, this Contract;
- (e) a reference to a party to this Contract or to another document referred to in this Contract includes that party's successors and permitted assigns;
- (f) where the day on or by which a thing is required to be done is not a Business Day, that thing is to be done on or by the succeeding Business Day;
- (g) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (h) a reference in this Contract to a subclause, paragraph or subparagraph is a reference to a subclause, paragraph or subparagraph in the clause or definition in which the reference appears;
- (i) capitalised words and phrases in the headings of the Reference Schedule have the meaning specified in the Reference Schedule; and
- (j) capitalised words and phrases defined in the General Conditions have the same meaning when used in this Contract.

## 2. Sale

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### 2.1 Sale of the Property

Subject to the provisions of this Contract, the Seller sells the Property to the Buyer and the Buyer purchases the Property:

- (a) for the Purchase Price; and
- (b) free from all Encumbrances other than the Specified Encumbrances.

### 2.2 Risk

The Property is at the risk of the Seller until the Buyer takes possession of the Property from which date the risk passes to the Buyer.

### 2.3 Payment of consideration

The Buyer is to pay to the Seller or the Seller's Representative by cheque or by Seller's Representative trust cheque:

- (a) the Deposit within 10 Business Days after the Contract Date; and

- (b) the Purchase Price less the Deposit on the date of Settlement.

### 3. Survey of Property

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#### 3.1 Buyer to conduct survey

- (a) The Buyer is to conduct a survey of the Property to determine the boundaries and area of the Property.
- (b) The Parties:
  - (i) acknowledge that:
    - (A) the Plan is indicative only; and
    - (B) the true boundaries and area of the Property will be determined by the survey conducted under clause 3.1(a); and
  - (ii) will not object to or make any Claim for compensation (including a claim for an increase or reduction in the Purchase Price) in the event that the area of the Property as determined by that survey differs from the area of the Property as specified in the definition of **Property** in the Reference Schedule by 10% or less.

#### 3.2 Survey conclusive

The survey is to be:

- (a) carried out at the cost of the Buyer; and
- (b) conclusive,

and will bind the Parties.

### 4. Subdivision

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#### 4.1 Subdivision at Buyer's expense

- (a) The Buyer must, after the Contract Date, at its own cost and expense, apply to the Planning Commission for approval to the Subdivision.
- (b) This Contract is conditional upon the Buyer:
  - (i) lodging an application for the Subdivision with the Planning Commission within 3 months after the Contract Date; or

- (ii) if the Buyer is not able to comply with clause 4.1(b)(i) within the specified period, then the Seller lodging an application for approval of this Contract with the Planning Commission within the same period at the cost of the Buyer.

#### 4.2 Contract conditional

This Contract is conditional upon:

- (a) the Planning Commission granting approval for the Subdivision (conditionally or unconditionally) on or within 6 months of lodgement of that application;
- (b) the Planning Commission endorsing its approval on the Subdivision Plan within 6 months after the date of its approval for the Subdivision referred to in clause 4.2(a); and
- (c) the Subdivision Plan being In Order for Dealing at Landgate within 4 months after the date of endorsement of approval referred to in clause 4.2(b).

#### 4.3 Extension of date

- (a) Subject to clause 4.3(b), if, in the reasonable opinion of the Buyer, taking into account all relevant circumstances, the time period for satisfaction of a condition specified in clause 4.2 is not sufficient for that condition to be satisfied within that time period, the Buyer may extend the date for satisfaction of a condition specified in clause 4.2.
- (b) The Buyer is not entitled to extend a date for satisfaction of a condition specified in clause 4.2 pursuant to clause 4.3(a) if the sole cause of the time period being insufficient for the satisfaction of that condition is the neglect or default of the Buyer.
- (c) If the Buyer extends a date for satisfaction of a condition specified in clause 4.2 pursuant to clause 4.3(a), it must give written notice to the Seller specifying the new date for satisfaction of that condition.

#### 4.4 Planning Commission conditions

- (a) If:
  - (i) a condition is imposed as a pre-requisite to the approval of the Planning Commission under clause 4.2(a); and
  - (ii) the Buyer:
    - (A) is unable or unwilling to comply with that condition;
    - (B) lodges with the Planning Commission an objection to that condition; or

- (C) seeks a review of the decision by the Planning Commission at the SAT,

then at any time within:

- (iii) 2 months after receiving written notification of the relevant condition; or
- (iv) where the Buyer lodges an objection to that condition or seeks a review in relation to the same, 1 month after that objection is determined by the Planning Commission or otherwise determined by SAT,

the Buyer may give written notice to the Seller that the condition is unacceptable and the approval will be regarded as having been refused.

- (b) For avoidance of doubt, nothing in clause 4.4(a) or elsewhere in this Contract creates an obligation on the Buyer to lodge an objection with the Planning Commission to a condition imposed by the Planning Commission or seek a review of its decision at the SAT to impose the same as a pre-requisite to its approval under clause 4.2(a) with which the Buyer is unable or unwilling to comply.
- (c) If no notice is given under clause 4.4(a) within the period specified, the Buyer will be deemed to have approved each condition of the Subdivision approval issued by the Planning Commission.

#### 4.5 Subdivision works

- (a) The Buyer is to carry out all necessary works to complete the Subdivision at its own cost in all respects.
- (b) The parties acknowledge and agree that the Buyer may access the Property and the Balance Land before Settlement for the purpose of the subdivision works described in clause 4.5(a) provided that it obtains the Seller's prior consent, which must not be unreasonably withheld or delayed.

#### 4.6 Notification of refusal of the Planning Commission approval

The Buyer must notify the Seller if the Planning Commission refuses to approve the Subdivision in accordance with this clause 4.

#### 4.7 Assistance

The Seller must at the Buyer's cost do all acts and things and sign all documents, forms and notices required by the Buyer to:

- (a) facilitate the Buyer's application to the Planning Commission for approval of the Subdivision or this Contract (as applicable) under clause 4.1;
- (b) comply with any condition imposed as a pre-requisite of the Planning Commission approval; and

- (c) be able to comply with the time limits imposed by clause 4.2.

## 5. Settlement

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### 5.1 Date for Settlement

Settlement of the sale of the Property is to take place:

- (a) at the offices of the Seller's Representative; and
- (b) on the day being 21 days after the Buyer has given written notice to the Seller that the Subdivision Plan is In Order for Dealings at Landgate.

### 5.2 Procedure at Settlement

- (a) At Settlement, the Seller is to hand over to the Buyer or the Buyer's Representative:
  - (i) a discharge, release or withdrawal in a form capable of immediate registration at Landgate of all Encumbrances affecting the Property other than a Specified Encumbrance;
  - (ii) an application for the issue of new certificates of title for the Property and the Balance Land in a form capable of immediate registration at Landgate (**Application**); and
  - (iii) a transfer of the Property from the Seller to the Buyer in a form capable of immediate registration at Landgate;
- (b) At Settlement, the Buyer is to hand over to the Seller or the Seller's Representative a cheque for the Purchase Price less the Deposit specified in clause 2.3(b).
- (c) The Seller agrees to do all things prior to Settlement required by the Buyer or the Buyer's Representative which are necessary to ensure that the Application is in a form capable of immediate registration at Landgate, including but not limited to executing the Application and delivering the Application to the Buyer or the Buyer's Representative.
- (d) Outgoings will be apportioned and payable at Settlement in accordance with the General Conditions and otherwise:
  - (i) in the same proportion as the area of the Property bears to the area of the Land which is the subject of the Outgoing; and
  - (ii) on the basis that the Property is the only land owned by the Seller.

### 5.3 Lodgement for registration

As soon as practicable after Settlement, the Buyer will lodge the following documents at Landgate in the following order:

- (a) each discharge or withdrawal handed to it as referred to in clause 5.2(a)(i);
- (b) the Application referred to in clause 5.2(a)(ii); and
- (c) the transfer of the Property referred to in clause 5.2(a)(iii).

### 5.4 Settlement of all Claims

- (a) The Seller accepts the Purchase Price in full and final settlement of all Claims which it may have in respect of the transfer of the Property to the Buyer including any other compensation as may be payable to the Seller in respect of the acquisition of the Property and any improvements including for injurious affection, solatium or on any other account whatsoever and, upon payment of the Purchase Price in full, the Seller is to have no further Claim against the Buyer in respect of the transfer of the Property.
- (b) This Contract may be pleaded as an absolute bar and prohibition against any Claims by either party against the other in respect of the transfer of the Property pursuant to this Contract and the subject matter of this Contract.

## 6. Condition

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### 6.1 Property sold “as is”

Despite any other provision expressed or implied in this Contract, the Buyer purchases the Property:

- (a) in its state of repair and condition on the Contract Date;
- (b) on an “as is” basis;
- (c) with all its legal and other faults and defects (latent or patent); and
- (d) subject to any Requirement issued in relation to it (whether before or after the date of this Contract).

### 6.2 Buyer’s acknowledgements

Despite any other provision expressed or implied in this Contract, the Buyer acknowledges and agrees that the Buyer entered into and proceeded with this Contract only after:

- (a) the Buyer conducted its own investigations and enquiries in relation to the Property including a physical inspection of the Property;

- (i) the Buyer satisfied itself about, or had the opportunity to satisfy itself and elected not to:
- (ii) whether the property offered for sale and inspected is identical to the Property;
- (iii) whether the boundaries, description or area of the Land are correctly described in this Contract;
- (iv) the registered and statutory encumbrances that may affect the Property;
- (v) the condition, state of repair, suitability, quality, sufficiency, fitness for purpose of the Property;
- (vi) the profitability, viability, financial return or income derived or to be derived from the Property and future costs;
- (vii) the value of the Property from its own independent valuations and reports;
- (viii) the neighbourhood in which the Property is situated;
- (ix) the presence of any sewer, manhole or vent on the Property;
- (x) any contamination, contaminant, waste, noise, environmental harm, environmental nuisance, notifiable activity or environmentally relevant activity (as those terms are defined in the Environmental Protection Act) affecting or relating to the Property;
- (xi) any latent or patent defect in the Property;
- (xii) the zoning and planning conditions or restrictions (including all approvals) applying to the Property;
- (xiii) the purposes or uses to which the Property may be lawfully put;
- (xiv) the application to the Property of any laws and requirements;
- (xv) the potential (including development potential) of the Property;
- (xvi) whether there are any existing Requirements in respect of the Property and, if so, whether they have been complied with;
- (xvii) whether there are any notices of resumption or intended resumption affecting the Property;
- (xviii) whether any approvals for the construction or use of any improvements have been obtained or, having been obtained, have been complied with in all respects;
- (xix) whether any approvals desirable or required to be held for the present use of the Property have been granted by any Government Body;

- (xx) whether any part of the improvements (if any) purporting to be on the Land is wholly on it;
- (xxi) whether buildings or improvements of adjoining owners encroach onto the Land;
- (xxii) the rights and privileges attaching to the Property;
- (xxiii) the means of access to the Property; and
- (xxiv) the services connected or provided to the Property.

### 6.3 No warranties or representations by Seller

The Buyer acknowledges and agrees that at no time:

- (a) has the Seller, or any person on the Seller's behalf, made or given; or
- (b) has the Buyer relied on,

any representation, warranty, promise or forecast whatsoever, including in relation to the Property.

### 6.4 Reliance by Buyer

The Buyer acknowledges and agrees that no statements or representations:

- (a) have induced or influenced the Buyer to enter into this Contract or to agree to any or all of its terms;
- (b) have been relied on in any way by the Buyer as being accurate;
- (c) have been warranted to the Buyer as being true; or
- (d) have been taken into account by the Buyer as being important to the Buyer's position to enter into this Contract or agree to any or all of its terms.

### 6.5 Buyer not to Object

The Buyer must not Object because of anything in relation to which, under this Contract:

- (a) the Buyer has provided an acknowledgement;
- (b) the Buyer agrees it has satisfied itself about;
- (c) the Seller gives no warranty; or
- (d) the Buyer agrees it has not relied on any statement, representation, promise, warranty or forecast.

## 7. Goods and services tax

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### 7.1 Definition and interpretation

- (a) In this clause:
  - (i) **GST** means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST law or otherwise on a supply;
  - (ii) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth);
  - (iii) **GST law** has the same meaning as in the GST Act;
  - (iv) **Tax Invoice** includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.
- (b) Words used in this clause 6 which have a defined meaning in the GST law have the same meaning as in the GST law unless the context otherwise indicates.

### 7.2 Adjustment for GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this Contract does not include GST.
- (b) To the extent that any supply made under or in connection with this Contract is a taxable supply, the consideration for that supply is increased by an amount determined by the supplier, not exceeding the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.
- (c) The amount so determined must be paid by the recipient of the supply even if the recipient disputes the determination.
- (d) If an adjustment event occurs following a determination under clause 7.2(b):
  - (i) the supplier must make a further determination under clause 7.2(b) of the amount of consideration payable; and
  - (ii) if the GST component of that consideration differs from the amount originally determined, the amount of the difference must be paid by, refunded to or credited to the recipient, as the case may be.

### 7.3 Tax invoices

- (a) The Seller must issue to the Buyer at Settlement a Tax Invoice in respect of the supply of the Property.

- (b) In respect of each other supply made under this Contract to which clause 7.2 applies, the supplier must issue to the recipient a Tax Invoice in respect of that supply no later than 7 days following payment of the GST inclusive consideration determined under that clause.

#### 7.4 Reimbursements

If either party is entitled under this Contract to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this Contract, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party entitled to be reimbursed or indemnified, or by its representative member.

#### 7.5 Penalties for late payment

If either party becomes subject to any penalties or interest for late payment of GST and that late payment arises from the failure of either party to comply with the terms, covenants and conditions of this Contract, the defaulting party must pay to the other party on demand the amount of those penalties and interest.

#### 7.6 Dispute resolution

- (a) If the recipient disputes the supplier's determination under clause 7.2, it may refer the matter to expert determination.
- (b) If the parties do not within 14 days agree on the person to be appointed as expert, or if the person agreed upon does not accept the appointment, either party may request the President for the time being of the Institute of Chartered Accountants in Australia (Perth branch) to appoint a suitably qualified person.
- (c) The expert must act as an expert and not as an arbitrator.
- (d) The expert's decision is final and binding on the parties who must give effect to that decision.
- (e) The expert's fee (including expenses) must be borne by the parties as determined by the expert, but each party must bear its own costs.

## 8. Buyer's Works

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### 8.1 Fencing

- (a) The Buyer agrees at its expense to construct stock fencing, which it considers to be suitable, along that part of the boundary of that part of the Property which neighbours the Balance Land (**Buyer's Works**).
- (b) The Buyer is not required to commence construction of the Buyer's Works until it has constructed and completed its own infrastructure on the Property.

- (c) The Seller agrees that the Buyer and the Buyer's agents, employees and invitees may access, traverse and use any part of the Land for the purpose of completing the Buyer's Works.
- (d) The parties acknowledge and agree that this clause 8 survives Settlement.

## 8.2 Gravel extraction

The parties acknowledge and agree that on and from the date of Settlement, the Buyer must cease any gravel extraction (or associated activities) from the land which is outlined in blue and identified as 'Proposed Lot 2 Water Corporation' on the Plan.

## 9. General Conditions

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### 9.1 General Conditions incorporated into this Contract

Subject to the provisions of this clause 9, the General Conditions are incorporated into this Contract.

### 9.2 Inconsistencies

Where the provisions of the General Conditions are in conflict with the provisions of this Contract, the provisions of this Contract prevail.

### 9.3 Modifications of General Conditions

- (a) The following provisions of the General Conditions are deleted:  
General Conditions 7.7(a)(2), 9, 13, 18.1, 18.3
- (b) The following provisions of the General Conditions are modified as follows:  
Not applicable.

### 9.4 Special Conditions

- (a) The Special Conditions in the Reference Schedule are incorporated into this Contract.
- (b) Where the provisions of the Special Conditions are in conflict with the provisions of the body of this Contract or the General Conditions, the provisions of the Special Conditions prevail.

## 10. General

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### 10.1 Further assurances

Each party agrees to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, this Contract.

### 10.2 Governing law and jurisdiction

- (a) This Contract is governed by, and to be construed in accordance with, the laws of Western Australia and of the applicable laws of the Commonwealth of Australia in force from time to time.
- (b) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.

### 10.3 Amendments

- (a) The provisions of this Contract may only be amended, varied, supplemented or waived by instrument in writing signed by the parties to this Contract.
- (b) No amendment, variation, supplement or waiver is valid or enforceable unless it is contained in a document executed by all of the parties to this Contract.

### 10.4 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this Contract which is prohibited in any jurisdiction is ineffective to the extent only of that prohibition as to that jurisdiction.
- (b) Any provision of this Contract which is void, illegal or unenforceable in any jurisdiction will not affect the validity, legality or enforceability of the remaining provisions in that, or any other, jurisdiction or of that provision in any other jurisdiction.

### 10.5 Costs and duty

- (a) The Buyer must pay its own costs in connection with the preparation, negotiation, execution and completion of this Contract.
- (b) The Seller is responsible for:
  - (i) the legal and other costs and expenses it incurs in connection with the preparation, negotiation, execution and registration or lodgement of any discharge or withdrawal of any Encumbrance (other than a Specified Encumbrance) affecting the Property to enable Settlement to occur; and

- (ii) the payment of all Landgate registration fees payable in respect of the registration of the documents referred to in clause 10.5(b)(i).
- (c) The Buyer is responsible for:
  - (i) the Seller's costs in connection with the preparation, negotiation, execution and completion of this Contract;
  - (ii) the preparation of the documents referred to in clauses 5.2(a)(i)(B), 5.2(a)(ii) and 5.3(b);
  - (iii) the payment of all Landgate registration fees payable in respect of the registration of the documents referred to in clause 10.5(c)(i); and
  - (iv) the payment of all duty in respect of this Contract .

#### 10.6 Time of the essence

Time is of the essence in this Contract.

#### 10.7 Failure to exercise

- (a) No failure to exercise, and no delay in exercising, on the part of any party, any right, power or remedy under this Contract operates as a waiver of that right, power or remedy, nor does any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- (b) The rights, powers and remedies under this Contract are cumulative and not exclusive of any rights, powers or remedies which are available at law or in equity.

#### 10.8 Successors or assigns

- (a) Neither Party is to assign, transfer or otherwise dispose of this Contract or the benefits under this Contract except to the extent referred to in this Contract and, subject to anything to the contrary, this Contract is binding upon, and endures to the benefit of, each party and its successors and permitted assigns.
- (b) The provisions of this Contract survive for as long as is necessary or desirable to give full effect to this Contract.

#### 10.9 Entire agreement

This Contract comprises the entire agreement between the parties in respect of the sale or transfer of the Property and supersedes all prior representations, negotiations, writings, memoranda and agreements with respect to the sale or transfer of the Property.

#### 10.10 Additional provisions

The Additional Provisions in the Reference Schedule (if any) are incorporated into this Contract.

## Schedule 1      Reference Schedule

Item 1	Land	269 Jam Creek Road, Bobalong being Lot 1 on Plan 6877 being the whole of the land in Certificate of Title Volume 1205 Folio 197.	
Item 2	Property	That part of the Land shown outlined in green and identified as 'Proposed Lot 1 Shire of Broomehill Tambellup' on the Plan for identification purposes only.	
Item 3	Purchase Price	\$1.00 payable on demand by the Seller.	
Item 4	Deposit	Nil.	
Item 5	Settlement Date	The date specified in clause 5.1(b).	
Item 6	Buyer's Representative	Buyer's Representative	McLeods Lawyers
		Address	220 Stirling Highway CLAREMONT WA 6010
		Attention	Fiona Grgich
		Email	fgrgich@mcleods.com.au
Item 7	Seller's Representative	Seller's Representative	HWL Ebsworth Lawyers
		Address	Level 20 240 St Georges Terrace PERTH WA 6000
		Attention	Shaun McNaught Partner
		Email	settlements@hwle.com.au
Item 8	Special Conditions	Nil.	

## Signing page

Executed as deed

**Signed by Brian Lanyon Handcock, Manager Property Portfolio Property Management of Water Corporation (a Level 1 Attorney) and by Domenico Papalia the Lead, Property Acquisitions of Water Corporation (a Level 1 Attorney) as the attorneys for Water Corporation who state that they have no notice of revocation of the Power of Attorney No N704556 dated 22 August 2017 under which they sign in the presence of:**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of **Brian Lanyon Handcock**

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of **Domenico Papalia**

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

**THE COMMON SEAL** of the **SHIRE OF BROOMEHILL-TAMBELLUP** was hereunto affixed in the presence of:

\_\_\_\_\_  
Signature of Shire President

Michael Eric White  
\_\_\_\_\_  
Full name of Shire President

\_\_\_\_\_  
Signature of Chief Executive Officer

Karen Patricia Callaghan  
\_\_\_\_\_  
Full name of Chief Executive Officer

## Annexure A Plan

## Annexure B    General Conditions