



## ANNEXURE A

### 1. DEFINITIONS

- 1.1 In this Contract, unless a contrary intention appears:
- a) **“Land”** means the land cross hatched on Annexure B.
  - b) **“Property”** means the lot the Buyer agrees to purchase upon sub-division of the Land, being Lot \_\_\_\_\_ outlined on Annexure B

### 2. VARIATION TO PROPERTY PARTICULARS

- 2.1 The Buyer is aware that the Property is a portion of the Land, and has not been approved as a separate Lot, but is subject to final conditions of subdivision and a final survey. The Buyer shall make no objection, requisition or claim compensation from the Seller even though the Property may vary in respect of the following:
- a) **size or area, unless such variation exceeds more than 3% of the Property's area;**
  - b) **provision or position of retaining walls within the Property;**
  - c) **the location of its boundaries;**
  - d) **the Property's ground level;**
  - e) **the angles of the Property's boundaries; and**
  - f) **the Property becoming subject to any restrictive covenants, including, but not limited to, those covenants particularised below and any other covenants required by any public authority to satisfy any condition of subdivision approval.**
- 2.2 Where the Property's area is varied by more than 3%, either Party may terminate the Contract by providing notice of the same to the other Party.
- 2.3 Settlement of the Property constitutes a full waiver of any right, action or claim whatsoever to compensation that either Party may have in relation to any variation in of the Property.
- 2.4 The Seller makes no warranty in relation to the accurate location of any survey pegs which may be on the Property and is not obliged to maintain those survey pegs
- 2.5 The Buyer shall not make any claim against the Seller pursuant to the *Dividing Fences Act 1961*. Further, Clause 9.1(c) of the Joint Form is deleted and substituted with the following clause:  
*“The Parties acknowledge that all dividing fences erected by the Seller on the Land are not necessarily on the boundaries of the Land.”*

### 3. BUYER NOT ENTITLED TO CAVEAT LAND

The Buyer hereby agrees to not, at any time, Caveat the Land or the Property.

### 4. VARIATION OF GENERAL CONDITIONS TO ALLOW FOR PLANNING APPROVAL

- 4.1 Clause 4.2 of the Joint Form is hereby deleted.
- 4.2 Clause 13.2(a) of the Joint Form is amended by substituting the expression "6 months" with "10 months".
- 4.3 Clause 13.3(a)(1) of the Joint Form is amended by substituting the expression "12 months ... from the Planning Commission" with "15 months after the Contract Date"
- 4.4 Clause 13.3(a)(2) of the Joint Form is amended by substituting the expression "within 3 months ... accordance with sub clause (1)" with "within 18 months after the Contract Date".
- 4.5 Clause 13.9 (b)(1)(2) of the Joint Form is deleted and substituted with the following clause:  
**"Settlement shall be effected on or before 14 days after the service of a notice by the Seller to the Buyer that the titles have been issued by Landgate."**
- 4.6 Clause 15 of the Joint Form is deleted and substituted with the following clause:  
*"The Property is believed and will be taken to be accurately described. No error, omission or mis-description of the Property will annul the sale or entitle the Buyer to any compensation or abatement of the purchase price."*
- 4.7 Clause 18.2 of the Joint Form is deleted and substituted with the following clause:  
**"The Purchase Price is Inclusive of GST, and any GST payable by the Seller will be calculated using the "Margin Scheme" as per the New Tax System (Goods and Services Tax) Act 1999."**

### 5. WAPC CONDITIONS OF SUBDIVISION

If the WAPC grants approval for the subdivision of the Property from the Land, or part of that Land, subject to a condition, or if any other matter arises, on the subdivision:

**(a) that makes the subdivision of the Land or the Property un-viable in the sole opinion of the Seller; or**

**(b) that the Seller is unwilling, in its complete discretion, to comply with:**

The Seller may terminate this Contract at any time thereafter by refunding the Deposit and giving notice to the Buyer, after which time the Buyer shall have no claim or right of action against the Seller arising from such termination.

### 6. NO WARRANTIES OR REPRESENTATIONS

Each Party acknowledges that in entering this Contract, it has not relied on any representations or warranties about its subject matter except as previously provided by the written terms of this Contract. Further, the Buyer shall be taken to have satisfied itself in respect of all conditions relating to the Land.

## **7. ENCUMBRANCES**

- 7.1 Despite any other provision in the General Conditions, the Property is sold subject to all easements, restrictive covenants, rights, reservations and conditions, Title Notifications and Crown Reservations which are or will be contained in the Certificate of Title or Crown Grant of the Property as at the settlement date. Further, the Property is sold subject to all claims, demands, conditions (including building conditions) or restrictions whatsoever imposed or made on the Property by any local or public authority. In addition, should the Property become subject to a "maintenance of public open space levy", they shall be liable for such levy and hereby acknowledge that, should this levy be imposed, that they have no right to terminate the Contract, or seek compensation from the Seller or its agents.
- 7.2 The Buyer hereby acknowledges that, should any Encumbrance contained within this clause 8, be place over the Land, the Buyer shall have no right whatsoever to terminate the Contract, or claim compensation whatsoever, and nor shall he have any claim, right or legal action against the Seller at law.

## **8. ACKNOWLEDGEMENT**

The seller, Miluc Pty Ltd, has entered into a contract to purchase Lot 10 Hamilton Road, Spearwood. Should, for whatever reason, they not be able to secure the lot and develop the site, all parties will be notified and all deposits fully refunded.

## **9. FINANCE APPROVAL**

A formal finance approval is required on or before the due date stipulated on the first page of the offer and acceptance. The finance approval, or declinal, must be in writing from a bank or building society and correspondence from a broker will not be acceptable. In the event a declinal letter can not be obtained, the developer reserves the right to retain the deposit in full.

## **10. POWER**

The Seller shall, as part of the activities required by the Planning Commission to be undertaken to complete the subdivision of the Estate and to create the Proposed Lot, have paid to Western Power a fee for the supply of underground power components, the installation and energisation of the underground power components may be completed after the Settlement Date at Western Power's discretion. The developer accepts no responsibility for any delays with Western Power energizing the estate.

**11. FENCING**

11.1 All fencing erected within the estate shall be of the colour "Grey Ridge" and shall not be erected forward of the building line. Should the Buyer complete the construction of the residence on the Property within 18 months of the Settlement Date, to the Seller's satisfaction, the Seller shall procure for the Buyer the provision and erection, by a contractor or contractors nominated by the Seller, of boundary fencing at the Property at a nominal height of 1.8 metres provided that the Buyer contacts the Seller's fencing contractor by email or fax 3 weeks prior to the completion of their residence. All levels of the land must remain the same as prior to settlement. Should the levels be changed, it is the buyer's responsibility to retain the site, if necessary, in order for the fencing to be erected.

11.2 The Seller's nominated fencing contractor is:

**Mr Andrew Carruthers**

Lowtherfield Contracting. 9 Nawa Rise, COOGEE WA 6166

Fax: 08 9437 5090 Mobile: 0438 562 775

Email: andrewcarruthers@bigpond.com

**12. LANDSCAPING**

The seller agrees to provide the buyer with a \$1500 landscaping incentive, paid upon successful settlement.

BUYER \_\_\_\_\_

BUYER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_ / \_\_\_\_\_ / 2015

SELLER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_ / \_\_\_\_\_ / 2015