

ANNEXURE A

1. DEFINITIONS

1.1 In this Contract, unless a contrary intention appears:

- (a) “**Property**” means the lot the Buyer agrees to purchase upon sub-division of the Land, being Lot _____

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 even though the Property may vary in respect of the following:

- (i) size or area, unless such variation exceeds more than 3% of the Property’s area;
- (ii) provision or position of retaining walls within the Property;
- (iii) the location of its boundaries;
- (iv) the Property’s ground level;
- (v) the angles of the Property’s boundaries; and
- (vi) the Property becoming subject to any restrictive covenants, being the covenants particularised below, or those 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 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. 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.

4. ACKNOWLEDGEMENTS

Where a registered builder or his representative has referred the Buyer to the land then, following settlement, a fee may be paid by the Seller to the referee and the Buyer by his execution hereof, assents to that fee being paid.

5. NOTIFICATIONS

- 5.1 A memorial will be registered on the Certificate of Title to the Land in favour of the WA Planning commission reciting:
'This lot is located within 300 metres of operating market gardens and has the potential to be affected by odours, noise, spray drift and dust that are associated with the continued operation of a market garden.'
- 5.2 The BUYER acknowledges that prior to making an offer to buy, the BUYER has been made aware of the following in regard to retaining walls:
'Any buildings constructed on this lot will need to be positioned to ensure that they do not surcharge on any retaining walls provided by the sub divider. Alternatively, a report will be required from a practicing structural engineer confirming that the building will not compromise the structural integrity of the retaining wall. Further information on this matter can be obtained from the City of Wanneroo's Approval Services Unit'.

6. GST

GST Margin Scheme: The Seller is registered for GST. The sale price of this contract is inclusive of the goods and services tax [GST] and all sales are made under the Margin Scheme. [Note: Under GST regulations, acquisition of property under the margin scheme is not, considered a creditable acquisition, that is, no input credits can be claimed.]

BUYER.....

BUYER.....

WITNESS.....

DATE/...../2009

SELLER/S.....

WITNESS

DATE...../...../ 2009