



## **ANNEXURE "A" - SPECIAL CONDITIONS**

**Lot.....St Anthony's at Anstey, Secret Harbour, Western Australia**

### **The Schedule to the Contract**

The Contract for the sale of land by Offer and Acceptance, incorporating the Joint form of General Conditions, shall be subject to or varied by the conditions set out as follows:

1. The Buyer makes this Offer to the Seller for the Purchase of the Lot hachured in the diagram annexed hereto ("Annexure C") even though the Land has not been approved as a separate Lot, is subject to final conditions of subdivision, final survey and the Land may:
  - (a) vary in respect of its:
    - (i) size or area, not exceeding more then 3% of the overall size or area;
    - (ii) location of its boundaries;
    - (iii) ground level and the angles of the lot boundaries.
  - (b) become subject to easements for:
    - (i) electricity, water, sewerage, gas
    - (ii) right of way; or
    - (iii) easements in gross in favour of the Local Government.
  - (c) become subject to restrictive covenants including estate covenants and
    - (i) restrictive covenants in gross in favour of the Local Government.
2. Where upon final survey the overall Lot size or area is varied by more then 3%, either Party may terminate within 14 days of becoming aware of the variation, after which time no Party will have any claim or right of action against the other arising from the termination, except in respect of any matter which arose before the termination, if the Buyer terminates the agreement on this basis the Seller will refund the Deposit within 14 days.
3. If the Planning Commission grants approval for the subdivision of the Lot from the Original Land subject to a condition:
  - (a) that makes the subdivision un-viable in the opinion of the Seller; or
  - (b) that the Seller is unwilling to comply with, the Seller may terminate this contract by refunding the Deposit and giving notice to the other Party, after which time no Party will have any claim or right of action against the other arising from the termination, except in respect of any matter which arose before the termination.
4. If any matter arises prior to the subdivision being carried out that in the opinion of the Seller makes the subdivision un-viable the Seller may terminate this contract by refunding the Deposit and giving notice to the other Party, after which time no Party will have any claim or right of action against the other arising from the termination, except in respect of any matter which arose before the termination.
5. The Buyer makes this Offer knowing that the land is part of an overall subdivision and that easements and restrictive covenants are made without the notice to the Buyer or without compensation paid to the Buyer, and the Buyer accepts such encumbrances on title knowing that these bind any transferees of the land.
6. The Land the subject of this Offer and Acceptance shall be marked out by survey pegs, upon completion of the survey the Seller:
  - (i) will notify the Buyer in writing of the size, boundaries and dimensions of the land; and
  - (ii) will not be liable to secure the position of the survey pegs or to reinstate any survey pegs on the land before or after settlement.
7. In the event that the Buyer alters the levels of the Property in order to proceed with the construction of a residence or a retaining wall is constructed on any boundary then such retaining wall shall be at the



sufficient standard and height to support a colourbond fence and to properly retain soils of the adjoining Property. Any disputes between the adjoining Property owners are to be resolved in consultation with the relevant Local Government. The Buyers warrant that the surveyor's boundary pegs will be correctly positioned after construction of a residence on the Lot being purchased and before any boundary retaining wall or boundary fences is constructed or installed.

- 8. The Buyer acknowledges that where any dividing fence is constructed by the Seller, no party other than the Seller may claim a contribution from an adjoining land owner for a contribution towards the costs of erection of the dividing fence pursuant to the provisions of the Dividing Fence Act 1961.
- 9. The Buyer makes this offer without reliance on any representations by the Sellers, its agents or employees as to:
  - (a) the suitability of the land for the Buyers desired use;
  - (b) the absence of any nuisances such as aircraft noise, dust noise or odour, spray drift or the like caused by the activities of adjoining landowners;
  - (c) the soil type and its suitability for building.
- 10. Clause 13.9 (b)(1)(2) of the 2002 Joint Form of General Conditions for the Sale of Land is deleted and substituted with the following clause:  
*"Settlement shall be effected on or before fourteen (14) days after the service of a notice by the Seller to the Buyer that titles have issued at the Department of Land Administration."*
- 11. Clause 18.2 of the 2002 Joint Form of General Conditions for the Sale of Land is deleted and substituted with the following clause:  
*"The Purchase Price is inclusive of GST, any GST payable by the Seller will be calculated using the Margin Scheme as defined in Division 75 of a New Tax System (Goods and Services Tax) Act 1999."*
- 12. "This land has previously been utilised as an artillery range and may contain unexploded ordinances (UXO). Whilst the land has been searched to a depth of at least one metre no guarantee can be given that all UXO's have been located. A memorial will be placed on the Certificate of Titles for the lots to advise of this matter"
- 13. Submission of Plans
  - a) Plans and specifications shall be submitted prior to the commencement of any construction to:

**Project Manager  
PO Box 16  
MELVILLE WA 6956**

The Project Manager shall within 14 calendar days either:

- Approve the documents and advise the City of Rockingham; or
- return the documents with written notification of the amendments required to comply with the Design Guidelines.

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

WITNESS: \_\_\_\_\_ DATE: / / 2009

SELLER: \_\_\_\_\_ WITNESS: \_\_\_\_\_ DATE: / / 2009

