

ANNEXURE A GRACELAND AVENUE, LANDSDALE

Section A **ACKNOWLEDGEMENTS**

The Buyer acknowledges that:

1. Where a registered builder, or his representative, has referred the Buyer to the land, that following settlement, the Seller may pay to that referee a fee.
2. The Buyer has made all relevant enquiries as to the suitability and zoning of the land for the use and development proposed by the Buyer for the land.
3. The Buyer has not relied on any representation by the Seller, its agents or servants as to the suitability of the existing ground conditions of the land for the Buyer's proposed uses of the land.
4. The Buyer has entered into this Contract and will proceed to Settlement relying entirely upon the Buyer's own independent appraisal and assessment of the land.
6. The Seller shall, as part of subdivision of the Seller's land, have been or be required by Regulations to have its Surveyors install survey pegs at each corner of the land. Whether the land is survey pegged in satisfaction of the Regulations by the Seller's Surveyor prior to or after the Contract Date, once the land is so survey pegged, the Seller shall become under no additional obligation to the Buyer to secure the positioning of the survey pegs or to reinstate.
7. The land is registered under the Transfer of Land Act 1893 (as amended) and that the Buyer is not entitled to deliver any requisition on or objection to the title of the Seller to the land and the Buyer hereby waives his/her right to do so.

Section B **OTHER CONDITIONS**

The Seller and the Buyer further covenant and agree:

1. If at the Contract Date the land is not described on a plan of subdivision registered at the Department of Land Information ("the DLI") which is in order for dealings or, a separate Certificate of Title to the land has not yet been issued by the DLI, then Clauses 1.1 to 1.4 inclusive below shall apply:
 - 1.1 The area of land being acquired by the Buyer under this contract is that land shown cross hatched on the Annexure B plan attached hereto.
 - 1.2 The land is not a separate lot as required by Section 136 of the Planning and Development Act 2005.
 - 1.3 Condition 13 of the Joint Form of General Conditions for the Sale of Land ("the General Conditions") incorporated into this Contract shall be deleted and the following shall be inserted in lieu thereof:
 - 13.1 *This Contract is conditional upon the Planning Commission granting an approval, either unconditional or conditional, to the subdivision of the land from the Original Land as a separate lot ("the Proposed Lot") on or before the expiration of 120 days from the Contract Date.*
 - 13.2 *The Seller shall, if it has not already done so, lodge an Application to the Planning Commission for an approval to the creation of the Proposed Lot within 30 days of the Contract Date.*
 - 13.3 *If in the event that the Planning Commission impose a condition upon the creation of the Proposed Lot or if in the event that the Planning Commission and/or agencies of the Planning Commission (such as the Water Corporation, Western Power or the Local Authority) impose an interpretation as to what would constitute satisfaction of a condition which is unacceptable to the Seller in its absolute discretion, then the Seller may, at any time before the expiration of the time period referred to in Condition 13.4 below, issue notice to the Buyer that the conditions imposed by the Planning Commission as to the creation of the Proposed Lot are unacceptable to the Seller and thereupon the approval of the Planning Commission to the Proposed Lot shall be deemed to have been refused and the Contract shall be at an immediate end and all deposit moneys shall be repaid to the Buyer and neither party shall have any claim against the other either in law or in equity.*
 - 13.4 *This Contract is also conditional upon the Seller being able to, at the expense of the Seller:*
 - 13.4.1 *comply with any conditions imposed by the Planning Commission upon the creation of the Proposed Lot; and,*
 - 13.4.2 *cause the Planning Commission to affix its unconditional endorsement to a Deposited Plan of Survey describing the Proposed Lot, on or before the expiration of 240 days from the Contract Date.*

- 13.5 *If in the event that, for any reason howsoever arising, the Seller is unable to cause the Planning Commission to affix it's unconditional endorsement to a Deposited Plan of Survey describing the Proposed Lot on or before the expiration of 240 days from the Contract Date then this Contract shall be at an immediate end and all deposit monies shall be repaid to the Buyer and neither party shall have any claim against the other either at law or in equity.*
- 13.6 *The Seller shall, as soon as is practical after the Planning Commission have affixed it's unconditional endorsement to a Deposited Plan of Survey describing the Proposed Lot, lodge the Deposited Plan so endorsed by the Planning Commission at the Office of Titles.*
- 13.7 *On or before the expiration of 14 days of the date at which the Deposited Plan of Survey describing the Proposed Lot is endorsed in order for dealings at DLI the Seller shall:*
- 13.7.1 *apply for a certificate of title to the land as a separate lot,*
- 13.7.2 *upon making the application in satisfaction of Condition 13.7.1 above, notify the Buyer:*
- 13.7.2.1 *that the Deposited Plan describing the land as a separate lot is endorsed in order for dealings at DLI; and,*
- 13.7.2.2 *of the date at which the Seller made application to DLI for issue of a certificate of title to the land as a separate lot.*
- 13.8 *The Settlement Date shall be:*
- 13.8.1 *21 days from the date at which the Seller notifies the Buyer that a certificate of title to the land as a separate lot has issued; or,*
- 13.8.2 *the date stipulated in the Contract, whichever is the later.*
- 1.4 The land is subject to final survey by the Seller prior to the Settlement Date and that the final surveyed area of the land as a separate lot may vary from that shown on the Annexure B plan by up to 4% whether greater or smaller in area and provided that the final surveyed area of the land as a separate lot is within 4% of the area described on the Annexure B plan neither the Seller nor the Buyer shall have recourse against the other and Condition 15 of the General Conditions is deleted. If in the event that the final surveyed area of the land as a separate lot is more than 4% lower than that area shown on the Annexure B plan the Buyer may terminate the Contract by notice issued to the Seller and the Seller shall refund to the Buyer all deposits paid on account of the Purchase Price.

2. The Seller accepts no liability for dividing fences and the Buyer shall meet all claims by any other party for contribution to any existing dividing fences on the perimeter of the land and further the Buyer agrees that in the event the Buyer constructs a dividing fence on any boundary of the land whether before or after settlement and such boundary is a boundary of any other lot in the subdivision owned by the Seller the Buyer will have no claim for compensation or contribution against the Seller under the provisions of the Dividing Fences Act.
3. Notification in the form of a memorial to be placed on the Certificate of Title of all proposed lots within the area advising the existence of a hazard or other factor, in accordance with section 165 of the Town Planning and Development Act 2005, and notice of this memorial to be included on the Diagram or Plan of Survey, to the satisfaction of the Commission and at the applicant's cost.
The memorial to state as follows:
"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."

BUYER _____

BUYER _____

WITNESS _____

DATE / / 2011

SELLER _____

SELLER _____

WITNESS _____

DATE / / 2011