

**ANNEXURE A
SEVILLE PARKLANDS STAGE 3, SEVILLE GROVE**

ESTATE AMENITY

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 Buyers own independent appraisal and assessment of the land.
5. The Seller is registered for GST.
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. 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.
2. The Purchase Price is inclusive of GST and any GST payable under this sale will be calculated using the 'Margin Scheme' as defined in Division 75 of A New Tax System (Goods and Services Tax) Act 1999 and the Seller is not obliged to provide at settlement a Tax Invoice entitling the Buyer to an Input Tax Credit.

BUYER _____

BUYER _____

WITNESS _____

DATE / / 2012

SELLER _____
Director

DATE / / 2012