



Proposed Lot: \_\_\_\_\_

1. This Contract is subject to and conditional upon the following special conditions ('Special Conditions'). To the extent the Special Conditions are inconsistent with the Joint Form of General Conditions for the Sale of Land 2011 ('Joint Conditions'); the Special Conditions prevail.
  - In these Special Conditions, the term "Project Manager" is a reference to a person nominated in that capacity from time to time by the Seller.
  - In these Special Conditions, the term "Building Covenants" means the covenants contained in Annexure C.
2. Prior to making any application for a building licence and commencing construction of the dwelling, the Buyer must:
  - Prepare building plans which comply with the building standards, the requirements of the Project Manager and City of Wanneroo requirements.
  - Lodge the building plans with the Project Manager for approval and permit the Project Manager to make and retain duplicate or electronic copies of the building plans; and
  - Obtain written approval from the Project Manager for the building plans.
3. The Buyer acknowledges that the Lot(s) will be subject to Fairway Exclusive Estate Design Covenants.
4. The buyer of Lot 100 acknowledges and agrees that access to this lot is restricted via Barwon Place only.
5. The Seller will install visually permeable fencing/balustrading to the rear boundaries of Lots 106-115 and the side boundary of Lot 887.
6. The buyers of Lots 101-106 acknowledge and agree that a Covenant will be registered on the Certificates of Title for these lots which states:  
*"No vehicular access is permitted from Yanchep Beach Road."*
7. The buyers of Lots 102-106 acknowledge and agree that Quiet House Design principles and requirements will apply.
8. The buyers of Lots 101- 106 acknowledge and agree that a Section 70 A notification will be registered on the Certificates of Title which states:  
*"The lots are situated in the vicinity of a transport corridor and is currently affected, or may in the future be affected by transport noise."*
9. The Buyer acknowledges and agrees that in accordance with Section 70A of the Transfer of Land Act 1893, a notification will be registered on the title to the lot

which will read as follows or similar;

*'This land is within a bushfire prone area as designated by an order made by the Fire and services Commissioner and is subject to a Bushfire Management Plan by RUIC dated April 2016. Additional planning and building requirements may apply to development on this land.'*

10. As part of the Building Licence application, the Buyer or the City of Wanneroo (at the Buyers expense) shall have the proposed dwelling re-assessed for Bushfire Attack Level (at the time of construction) with results to be submitted as part of the building licence application.
11. The Buyer acknowledges and agrees, as at the Contract Date, the location of any retaining walls, footpaths, sewer housing connections/manholes, Western Power padmount sites and connection domes, light poles, side entry pits, drainage grates and drainage manholes (services) and all other service infrastructure situated on, or adjacent to, or which affects the Property is subject to detailed design and installation.
12. The Buyer acknowledges and agrees not to make any objection, requisition or claim for compensation or damages nor purport to rescind the Contract as a result of the location or relocation of any services on or adjacent to, or affecting the property.
13. The Buyer acknowledges and agrees that retaining walls and retaining wall footings/foundations may be located within the Property. When excavating adjacent to retaining walls the Buyer is responsible to make their own investigations to ensure the structural integrity of the wall. Any construction works or load surcharge on a retaining wall must be certified by a structural engineer.
14. The Buyer acknowledges and agrees that the Seller is required to install survey pegs by surveyors at each corner of the Property. Once the Property is survey pegged, the Seller is not under any further obligation to the Buyer to secure the positioning of the survey pegs or replace any survey pegs on the Property which have been removed or are missing, either before or after the Settlement Date.
15. The Seller has used its reasonable endeavours to provide accurate information to the Buyer with respect to the Property. The Buyer acknowledges and agrees that the Seller is not liable for any error or omission in the information supplied to the Buyer. The Buyer acknowledges and agrees that the Buyer has made all necessary enquiries relating to the Property, before signing this contract; and is satisfied with:
  - The Residential Design Code ("R-Code") applicable to the Property and the type of development that may be constructed on the Property;
  - All building covenants, notifications and other restrictions which relate to the Property.
  - The Local Development Plan requirements

16. The Seller will endeavour to comply with all necessary requirements of Western Power and Water Corporation and to enable electrical power, wastewater services and water to be connected to the Property.
- The Seller will comply with all necessary requirements of Telstra and/or NBN Co or alternative provider to provide a communications network supply to Fairway Exclusive Estate, however the Buyer acknowledges responsibility for connection of the property/residence to the communications network provided by Telstra and/or NBN Co. or alternative provider.
  - On the Settlement Date, Western Power, Water Corporation and Telstra and/or NBN Co or alternative provider may not have completed the connection of electrical power, wastewater services and water and communications network supply to the Property.
  - The Buyer will pay the balance of the Purchase Price on the Settlement Date and complete settlement even if Western Power, Water Corporation or Telstra and/or NBN Co or alternative provider has not completed communications connection of electrical power, wastewater services and or water supply to the Property.
  - The Buyer will not make any claim of whatsoever nature (including a claim for additional costs) against the Seller or the Seller's Agent in respect of any delay in Western Power, Water Corporation or Telstra and/or NBN Co connection or alternative providers of services to the Property.
17. The Buyer acknowledges and agrees that the State and Federal Government agencies, including utility providers, may make changes to policy that may affect the services to be provided to the Property. Such events include but are not limited to changes in telecommunications (for example, NBN) and the provision of services such as, but not limited to, gas reticulation. The Buyer will have no claim or other rights against the Seller as a consequence of these changes.
18. The Buyer acknowledges and agrees that they have received a copy of "Buying Vacant Land" produced by Department of Commerce Consumer Protection Division.
19. The Buyer acknowledges that retaining walls on or adjacent to the property may impose requirements and limitations on the type of building and footings suitable for the site.
20. The Buyer agrees and acknowledges that so long as the Seller remains the Registered Proprietor of any land adjoining the boundary of the Property that the Buyer will not make any claim against the Seller for any contribution to the cost of any dividing fences or walls.

**Buyer(s)**

**NAME & SIGNATURE**

**WITNESS**

**DATE**

_____	_____	_____
_____	_____	_____
_____	_____	_____

**Seller**

**On Behalf of E-Post Australia Pty Ltd**

**SIGN**

**WITNESS**

**DATE**

_____	_____	_____
_____	_____	_____