

**ATTACHMENT A  
'BREAKWATER ESTATE', BREAKWATER DRIVE, TWO ROCKS  
ADVICE TO BUYER/S**

**1. Structure Planning and Zoning**

Subdivision and all development shall be in accordance with the City of Wanneroo's approved Structure Plan and the provisions of the prevailing Town Planning Scheme.

**2. ATU**

Aerated Treatment Unit (ATU) is required for the treatment of on site effluent.

**3. Drainage**

Stormwater drainage runoff shall be contained within the lot and soak wells shall be a minimum of 10 meters from all building footings and lot boundaries.

**4. Fire Management Plan**

A Fire Management Plan has been approved for Breakwater Estate. Landowners shall be responsible for the ongoing implementation of the Fire Management Plan on their land. Notifications will be placed on the Certificate of Title of each lot advising landowners that they are required to use and develop the land in accordance with the prevailing approved Fire Management Plan.

**5. Battle Axe Access**

The buyer shall for all lots with adjoining battle axe legs cause a reciprocal access easement to be registered as an access easement in a form approved by the Seller to provide reciprocal rights of access. NB This will be prepared for and paid for by the Seller.

**6. Water Supply**

Each lot is serviced by a reticulated water supply.

**7. Unexploded Ordnance (UXO)**

The City of Wanneroo received advice from FESA in June 1999 as follows:  
"FESA has completed an extensive Field Validation Study (FVS) of the subject area. The result of this FVS is such that no further action by the UXO Unit is required for this area and therefore has no objection for the proposed amendment No 837 Lots 201 and 202 Breakwater Drive".  
In 2003 discussion with the field operations officer of FESA confirmed that FESA had already conducted a field evaluation study of Lot 201 which indicated no evidence of high explosives. He advised, there is no requirement for additional on site investigation searching of Lot 202 and no requirement for future action regarding UXO's. In the highly unlikely event that a single UXO is found on the site it would be likely to be a one off event as the land is outside (1 km. West) of the identified impact zone.  
The purchaser/s hereby confirms that they are aware that individual lot titles will contain memorials relating to UXO's.

## 8. Dividing Fences

The Buyer:

(a) Covenants with the Seller that so long as the Seller remains registered as the proprietor of any land adjoining the boundaries of the property, the Buyer will not make any claim against the Seller for any contribution to the cost of erecting any dividing fences or wall under the provisions of the Dividing Fences Act or otherwise howsoever including any sums or liabilities which the Seller may have incurred with any adjoining owners;

(b) Agrees that the provisions of this Clause may be pleaded by the Seller as an absolute bar to any action for relief or claim for compensation made by the Buyer against the Seller; and

(c) Agrees to erect a dividing fence that is of a typical rural nature such as a post and wire strand fence.

## 9. Resurvey

The Seller makes no warranty in relation to the accurate location of any survey pegs which may be on the land and is not obliged to maintain any survey pegs marking the boundary of the property. The Buyer agrees to bear the cost of any replacement pegs or resurvey required to identify those boundaries.

## 10. Keeping of Horses, Livestock and Poultry

Council will only grant approval to the keeping of horses or other livestock and poultry when it is satisfied that the site has been suitably fenced to protect trees and other vegetation requiring protection.

No more than one horse shall be permitted on any lot unless permitted by Council. Council may consult with the relevant government agencies prior to issuing an approval.

## 11. Location of Buildings

All buildings must be built within the building envelopes in accordance with the Council's requirements. A building envelope cannot be changed without Council approval.

## 12. Errors and Misdemeanors

a. In this clause:

Area means the area of the property

Boundary means any boundary of the property

Sales Plan means the plan attached to this Contract or previously given to the Buyer which identifies the property; and

Subdivision Plan means the subdivision plan or diagram approved by the Titles Office as being in order for dealings on which the property is shown.

b. If the area or a boundary shown on the Sales Plan varies by 10% or less from the area or a boundary shown on the Subdivision Plan the error or misdescription of the property will not annul the sale and nor will such variation entitle the Buyer to compensation.

c. If the area or a boundary shown on the Sales Plan varies by more than 10% from the area or a boundary shown on the Subdivision Plan the Buyer may terminate the Contract by notice in writing to the Seller at any time prior to the settlement date.

d. If the Buyer terminates the Contract under Clause c above the Seller must return the deposit to the Buyer and neither party shall have any claim against the other.

e. If the Buyer does not terminate the Contract under clause c above within 14 days of becoming aware the Buyer will be deemed to be satisfied with the property and the error or misdescription of the property will not annul the sale and nor will the Buyer be entitled to compensation.

**13. Assignment**

- a. The Seller is at liberty to assign its rights and obligations under this Contract.
- b. The Buyer may not assign its rights and obligations under this Contract without the prior written approval of the Seller, which may be withheld in its absolute discretion.

**14. Entire Agreement**

This document constitutes the entire agreement between the parties with respect to the subject matter of this document and contains all of the representations, warranties and agreements of the parties in relation to the subject matter of the document as at the date of this document, and each party acknowledges that it has not relied on any oral statement, representation, undertaking or agreement made on or before the date of this document relating to the subject matter of this document which is not contained in this document.

**15. Encumbrances**

The land is sold subject to all Title Restrictions, restrictive covenants, easements, memorials and notifications which are recorded on the Plan of Subdivision and Certificate of Title to the land.

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BUYER	WITNESS	DATE
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BUYER	WITNESS	DATE
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SELLER	WITNESS	DATE
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## ATTACHMENT B

To offer and acceptance for Lot .....

- i) The purchasers acknowledge that he/she is aware that at the time of entering into this contract the property is not a lot as defined in Clause 4 of the Planning and Development Act 2005 but that the vendor will make application to the Western Australian Planning Commission for its approval to a plan of subdivision on which the property is depicted as a lot within six months of acceptance.
- ii) The contract shall be conditional upon the approval of the Western Australian Planning Commission to the due registration of a plan of subdivision in the Office of Titles (at the expense of the vendor) within six months of the date of this contract. For the purpose of this special condition "due registration" means the signature on the plan by or on behalf of the Inspector of Plans and Surveys as an approved plan and 'duly registered' has a corresponding meaning.
- iii) Settlement date shall be deemed to be 14 days from the date of notice in writing by the vendor or his agent to the purchaser notifying him that the subject lot is in order for dealing at the Land Titles Office, or within 21 days from finance approval or within 21 days of settlement of the sale of the purchasers property, whichever is the later.
- iv) If conditions of this special condition are not fulfilled, then unless the parties agree in writing, the vendor shall repay to the purchaser the deposit and all other monies (if any) paid by the purchaser to the vendor hereunder without deduction and upon such payment, the contract shall cease to have effect and neither party shall have any claim of any nature against the other.

*[Handwritten mark]*

**ATTACHMENT C**

**1. GST Notification**

The Seller advises the Buyer and the Buyer agrees that the lot is sold under the "Margin Scheme" as set out in Division 75 of A New Tax System (Goods and Services Tax) Act 1999(Cth).

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BUYER	WITNESS	DATE
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BUYER	WITNESS	DATE
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SELLER	WITNESS	DATE
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