



## ANNEXURE 'A'

Annexure "A" referred to in the Offer and Acceptance dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ made between \_\_\_\_\_ (buyer/s) and Australian Vanguard Pty Ltd (AVL) of Level 2, 47 Stirling Highway, Nedlands (vendor/seller) to purchase Lot \_\_\_\_\_ Kingston, Australind.

### 5.1 Information and Documents

The buyer/s hereby acknowledges that the buyer/s were given the following documents and information.

- a) The document entitled Building Design Guidelines (Annexure B)
- b) A copy of the relevant terms of the Restrictive covenants relating to use affecting the property (Restrictive Covenants) registered or to be registered in a Deed of Restrictive Covenant (Annexure C)

and agrees to be bound by the terms of those documents and that the property is sold subject to the easement, if any, affecting it. Notwithstanding any provisions to the contrary in the General Conditions, the buyer must either execute a transfer including the terms of the Restrictive Covenants or execute a transfer noting as an encumbrance registered restrictive covenant in the terms of the Restrictive Covenants and the buyer directs its settlement agent/conveyancer to prepare the transfer in compliance with this obligation.

### 5.2 Vendor May Mortgage Land

The vendor shall be entitled at any time during this contract to register mortgages over the land for the purpose of completing the Kingston project or for the refinancing of any existing security. The vendor shall discharge any mortgage registered on the property hereby sold prior to or at settlement.

### 5.3 No Absolute Caveat by Buyer

The buyer shall not lodge an absolute caveat against the land or any part thereof and in the event of any caveat being lodged, the buyer hereby irrevocably appoints the vendor as his attorney for the purpose of executing and registering a withdrawal of caveat absolutely.

### 5.4 2002 Joint Form of General Conditions

Conditions 9, 10, 13.6, 13.8 and 18.2 of the 2002 Joint Form of General Conditions for the Sale of Land shall be and are hereby deemed to be deleted from this contract. In the event of any inconsistency between the 2002 Joint Form of General Conditions for the Sale of Land and these Special Conditions, then the latter shall prevail.

Buyer/s Initials: \_\_\_\_\_

Vendor Initial : \_\_\_\_\_

**SPECIAL CONDITIONS TO  
OFFER AND ACCEPTANCE CONTRACT**

### 5.5 Differential Rates

The buyer acknowledges that so far as the vendor is aware, lots within the estate may be subject to a differential rate imposed by the Shire of Harvey in the future, at a rate yet to be determined, with the differential imposed being principally for the purpose of covering the costs involved in maintaining to a good standard, the landscaped public open spaces within Kingston.

### 5.6 First Right to Repurchase

The buyer grants to the Seller the first right of refusal to repurchase the property on the following terms:

The buyer covenants and agrees that for so long as the buyer has not substantially commenced construction of a complying residence on the property, the buyer must give the vendor notice in writing (Buyer's Offer Notice) if the buyer has received or made an offer to sell the property from or to a third party, and the buyer agrees that so long as the buyer is obliged to give such a notice to the vendor, the buyer will not sell the property unless the buyer has first offered the property for sale to the vendor.

Upon receipt by the vendor of a Buyer's Offer Notice, the vendor will have seven (7) days within which to determine whether to purchase the property on the terms and conditions specified in the Buyer's Offer Notice. If the vendor declines to purchase the property on the terms proposed, the buyer will be free to sell the property on terms no more favourable than the terms proposed in the Buyer's Offer Notice.

### 5.7 Boundary Fencing and Dividing Fences

The vendor agrees to construct boundary fences on the boundaries of the property where it adjoins other lots of a design and specifications determined by the vendor (but complying with the Kingston Building Design Guidelines) at or about the time any complying residence is being completed by the buyer, provided this occurs within two (2) years of settlement. Except as mentioned in this Special Condition, the buyer agrees with the vendor that so long as the vendor remains registered as the proprietor of any land adjoining the boundaries of the property, the buyer shall not make any claim against the vendor for any contribution to the cost of erecting any dividing fences or walls pursuant to the provisions of the *Dividing Fences Act 1961* or otherwise, including any sums for liabilities which the vendor may (although it is not aware of any) have incurred with any adjoining owners, and agrees that the provision of this condition may be pleaded as an absolute bar to any relief compensation or claim sought by the buyer against the vendor in any action.

### 5.8 Landscaping Package

The vendor agrees that the vendor will undertake landscaping works on the property to the areas between the road front and the building line determined by the vendor as being within public view in accordance with a design and specification chosen by the buyer from the designs and specifications prepared for the vendor applicable to the subdivision of which the property forms part and the landscaping package will be implemented by a contractor appointed by the vendor who will carry out its work under the vendor's supervision. The vendor will arrange for the installation of the landscaping package at or about the time that a complying residence is being completed by the buyer on the property, provided this occurs within two (2) years of settlement. Any additional landscaping and reticulation not comprised in the landscaping package must be paid for by the buyer and will not be the responsibility of the vendor.

### 5.9 "For Sale" Signs

The buyer agrees that the buyer must not at any time prior to completion of construction of a complying residence on the property, erect or display a "For Sale" sign or other sign connected with the proposed sale of the property, or allow any agent or other person to do so.

### 5.10 GST

- a) The vendor and the buyer acknowledge and agree that:
  - i) The purchase price is inclusive of GST (Goods and Services Tax)
  - ii) The Margin Scheme applies in working out the amount of GST on the sale of the property by the vendor under the contract. The buyer acknowledges that it will not be entitled to an input tax credit for the acquisition of the property under contract.
- b) The buyer warrants that it is acquiring the property as residential premises and not as commercial premises (as those terms are defined in the GST Act) and indemnifies the vendor against any amount of GST or other costs the vendor incurs as a result of any breach of this warranty.

Buyer/s Initials: \_\_\_\_\_

Vendor Initial : \_\_\_\_\_