



## ANNEXURE A – SPECIAL CONDITIONS

1. Settlement Date  
The Settlement Date will be the later of:
  - (a) the Settlement Date (if any); specified in this Contract;
  - (b) the date which is 14 days after the date that a separate certificate of title is issued for the Land; and
  - (c) the date which is 14 days from Finance Approval (if applicable).
  
2. Title for the Land
  - (a) This Special Condition applies where, at the Contract Date, a separate certificate of title has not issued for the Land.
  - (b) This Contract is conditional upon the issue of a separate certificate of title for the Land within 12 months after the Contract Date.
  - (c) The Seller at its cost must take all reasonable steps to ensure the issue of a separate certificate of title for the Land within 12 months after the Contract Date and must give the Buyer written notice of the issue of title within a reasonable time after issue.
  - (d) If a separate certificate of title for the Land does not issue within 12 months after the Contract Date, either the Buyer or the Seller may terminate this Contract by notice in writing to the other at any time before a separate certificate of title for the Land does issue. If this Contract is so terminated, the Deposit will be repaid to the Buyer and neither party shall have any claim against the other under this Contract.
  - (e) The dimensions area boundaries and description of the Land shall be those shown in diagram or plan of subdivision approved by Landgate, Perth and indicated on the certificate of title for the Land and if there is any discrepancy between such dimensions, area boundaries and description and those as shown in the Stage Plan and any plan attached to this Contract or in any of the Seller's marketing or promotional information, compensation shall not be claimed or be payable by either Party or to the other.
  
3. Encumbrances  
The Property is sold subject to the following Encumbrances:
  - (a) any Crown Reservation affecting the Land;
  - (b) a Notification under section 165 of the *Planning and Development Act 2005* to the following effect:

*This lot is in close proximity to known mosquito breeding areas. The predominant mosquito species is known to carry viruses and other diseases. (All Lots);*
  - (c) a Restrictive Covenant pursuant to section 136D of the *Transfer of Land Act 1893* in the terms or substantially in the terms of the form of Restrictive Covenant which is Annexure B to this Contract;
  - (d) each other encumbrance, interest, limitation or notification affecting the Land at Settlement which the Seller reasonably requires in order to obtain a separate certificate of title for the Land and any surrounding land (unless this Contract is terminated in accordance with Special Condition 4(a)(iii); and
  - (e) each thing contained or referred to in this Contract which may be an encumbrance, interest, limitation or notification affecting the Property.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



4.

The Property

- (a) The Buyer acknowledges that **Stage 10** at Providence Estate is yet to be completed and accordingly:
- (i) the dimensions, area, finished levels, location of services and landscaping of the Land and surrounding land at Settlement may vary from those shown in the Final Stage Plan and any plan attached to this Contract or in any of the Seller's marketing or promotional information. The Buyer acknowledges that the Seller may alter those matters and any Local Development Plan in any way required under any approval or by any relevant authority, or which the Seller considers is both appropriate and will not materially prejudice the Buyer, and if there is any such variation or alteration the Buyer, shall not object and compensation shall not be claimed or be payable by either Party or to the other;
  - (ii) if a variation occurs as contemplated in paragraph (i) above, or an easement, restrictive covenant or other encumbrance being imposed as contemplated in paragraph (ii) above, compensation shall not be claimed or be payable by either Party to the other, but if such variation or encumbrance unreasonably affect the use of the Property for residential purposes by the Buyer, either Party will be entitled to terminate this Contract by notice in writing to the other within 14 days after becoming aware of the relevant variation or encumbrance. If this Contract is so terminated, the Deposit will be repaid to the Buyer and neither party shall have any claim against the other under this Contract;
  - (iii) clause 15 of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:  
  
*The Property is believed and will be taken to be correctly described. No error, omission or misdescription of the Property will annul the sale or entitle the Buyer to any compensation or abatement of the Purchase Price.*
- (b) The Buyer acknowledges that, at Settlement, the physical construction of the Property may not be complete, and the Land may not have gas, power or water supplies, nor wastewater or telecommunications services. If that is the case:
- (i) the Buyer grants the Seller (and any person the Seller engages in relation to the construction of the Property) a licence to access the Land following Settlement to complete any works required to complete those supplies and services to the Property;
  - (ii) the Buyer acknowledges that delays in completion of the physical construction of the Property and delivery of those supplies and services may delay the Buyer's ability to access and build on the Land following Settlement, but the Buyer shall not object as to such matters nor delay Settlement; and
  - (iii) the Seller shall take all reasonable steps to complete physical construction of the Property and deliver those supplies and services as soon as reasonably practicable after Settlement.
- (c) The Buyer acknowledges that changing regulatory events by the State and Federal Government and policy changes by utility providers may affect the supplies and services to be provided to the Land. Such events include but are not limited to technological changes in telecommunications and the provision of services by a utility such as gas reticulation. The Buyer will have no claim or other rights against the Seller as a consequence of any such matters.
- (d) The Buyer acknowledges that if for any reason whatsoever (including failure of Water Corporation to complete connection of the Property to the sewer) the Water Corporation is unable to provide to the Buyer a copy of the proposed sewer plan relating to the Property prior to Settlement, the Buyer shall not object as to such matters nor delay Settlement.

5. Submission of Plans for Approval

The Buyer must not commence, carry out, erect, construct or alter any development on the Property without plans and specifications (including finishes schedules) being first submitted to and approved by the Seller or the Seller's Agent and compliance with any condition imposed by the Seller in giving the approval.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



6. Local Development Plan

The Buyer acknowledges and agrees that:

- (a) the Buyer is aware of the terms of the Local Development Plan, a copy of which has been provided to the Buyer with this Contract (as the Buyer hereby acknowledges);

the Buyer must obtain all necessary approvals, certificates, licences, permits, consents and authorisations (Approvals) from all relevant authorities for the construction of improvements on the Land, and comply with all conditions of those Approvals in relation to construction of the improvements. For the avoidance of doubt the Buyer acknowledges the particular provisions that require all dwellings shall include a storeroom with a minimum dimension of 4sqm;

- (b) all costs associated with obtaining the Approvals, complying with the Local Development Plan and constructing improvements shall be borne solely by the Buyer.

7. Survey Pegs

The Seller is under no liability to ensure that survey pegs remain in their correct position or to replace them should they be moved or removed after Settlement.

8. Verge

- (a) From Settlement it is the responsibility of the Buyer (and a requirement of the City of Kwinana) to maintain the entirety of the portion of the verge adjacent to the Land, and between any pedestrian path and the kerb. Without limitation, the Buyer must ensure that any damage caused to the verge, verge landscaping (including, without limitation, street trees), road, kerb or footpath adjoining the Land during construction of improvements on the Land is rectified as soon as possible after the damage has occurred.

- (b) The Buyer acknowledges that the Seller may (either before or after Settlement) plant street trees within the verge adjacent to the Land and the Buyer must not remove any street trees without the prior written approval of the Seller or the City of Kwinana.

9. No Representations or Warranties

- (a) The Buyer acknowledges and confirms that the Buyer has, prior to entering into this Contract, made all necessary enquiries relating to the Property and is satisfied with the physical characteristics of the Property, including but not limited to soil classification and site works and as to:

- (i) the use to which the Property may be put;
- (ii) the zoning of the Property and the type of development that may be constructed on the Property;
- (iii) the Restrictive Covenant referred to in Special Condition 3(e), and all building and other restrictions which relate to the Property;
- (iv) the fitness and suitability of the Property for any particular purpose required by the Buyer.
- (v) the soil classification of the Property, which the Seller advises is expected to be A or S Class.

- (b) The Buyer acknowledges and agrees that:

- (i) this Contract represents the whole of the agreement reached between the Parties and no other terms, conditions or covenants shall be implied in this Contract or arise between the Parties by way of collateral or other agreement or by reason of any alleged warranty or representation given or made by one Party to the other at or prior to execution of this Contract;
- (ii) the Buyer has not been induced to enter into this Contract by any representation, verbal or otherwise, made by or on behalf of the Seller which is not set out in this Contract; and
- (iii) despite the preceding paragraph, if any warranty or representation (express or implied) has been made by or on behalf of the Seller, then the Buyer by its execution of this Contract confirms that the Buyer has placed no reliance on such warranty or representation when executing this Contract.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



10. Consideration and GST  
The Seller is registered for GST. The Purchase Price includes Goods and Service Tax (GST). The Seller's GST liability on the sale of the Property has been calculated using the Margin Scheme and the Buyer will not receive a Tax Invoice.
11. No On-sale Prior to Settlement  
The Buyer will not assign or transfer its interest in the Contract or the Property, nor advertise the Property for sale, prior to Settlement without the prior written approval of the Seller.
12. NBN  
The Buyer acknowledges that the Land is or will be located adjacent to infrastructure which will allow physical connection to the National Broadband Network (NBN) telecommunication service and agrees that:
- (a) the Buyer will be responsible to adopt and ensure compliance with the relevant NBN Building Ready Specifications and appropriate building wiring specifications when constructing a house on the Property;  
  
the NBN Building Ready Specifications must be complied with to enable the Property to be connected to the NBN;
  - (b) failure to comply with the NBN Building Ready Specifications will either prevent connection to the NBN or require the Buyer to incur additional costs in order to connect to the NBN.
13. Dividing Fences  
The Buyer hereby acknowledges that during any period that the Seller is the owner of any land adjoining the Land the Buyer shall not make any claim against the Seller for any contribution towards the cost of any dividing fence pursuant to the Dividing Fences Act 1961 or otherwise and the Buyer agrees that the Seller shall be under no liability to the Buyer in respect of any such claim or in respect of any claim made by any other person owning property adjoining the Land irrespective of when any such claim arises or is made and the provisions of this condition may be pleaded by the Seller as a bar to any such claim made or sought to be made by the Buyer.
14. Land Tax  
For the purposes of Condition 7.4(b) of the 2018 General Conditions, the Seller hereby notifies the Buyer that:
- (a) the Seller is the registered proprietor of land, other than the Land; and
  - (b) the Land and that other land are liable to Land Tax.
15. No Caveat  
Prior to Settlement the Buyer must not lodge nor permit to be lodged any caveat affecting the Land or the Original Land or any part thereof.
16. Fencing – Retained Lots  
The Buyer understands and agrees that retained walls will be contained wholly inside the higher lot and any boundary fencing will be located on top of the retained wall. The boundary fence will therefore not be situated on the exact boundary and will encroach into the higher lot. The Buyer will have no claim or other rights against the Seller as a consequence of the matters described in this special clause.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



17. Seller's Right to Assign  
Despite 2018 General Condition 26.6(a)(2) the Seller may transfer its interest in the Property and assign its rights and obligations under this Contract without the consent of the Buyer. If the Seller does so, the terms of this Contract will remain binding on the Buyer and will be enforceable by the assignee or transferee, and further Seller will be released from all obligations under this Contract on delivery to the Buyer of a deed of covenant or a deed of novation executed by the assignee or transferee agreeing to be bound by and comply with the Seller's obligations under this Contract.
18. Electronic Contract  
If the Buyer emails a scanned copy of this Offer to the Seller or the Seller's Agent, that Offer is valid and binding on the Buyer and may be relied on by the Seller.
19. Privacy Clause  
The Buyer consents to the Seller, the Seller Agent and the Project Manager releasing the Buyer's name and address and information relating to the Buyer's purchase of the Property to buyers of adjoining lots, the Buyer's settlement agent, the Seller's settlement agent, the Buyer's finance broker, any lender to whom the Buyer has made an application for finance and any builder engaged by the Buyer or Seller in relation to the Property.
20. The Seller may have referral arrangements with various persons including registered builders. Should the Buyer have been referred to the Seller by any such person, the Buyer acknowledges that a referral fee may be payable by the Seller or the Sellers Agent to the referee and consents to such a fee being paid.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



## ANNEXURE B – RESTRICTIVE COVENANT

The Registered Proprietor (which expression includes the transferees, and assigns and success ores of the Registered Proprietor) covenants that the Registered Proprietor will not:

### Dwelling

1. construct or permit to be constructed any dwelling unless the dwelling:
  - (a) demonstrates strong architectural character and incorporates the use of colour and materials to provide considerable interest and individuality, particularly the front elevation by incorporating at least two of the following:
    - (i) lightweight materials such as weatherboard cladding which occupies a minimum of 25% of the front elevation; or
    - (ii) render which occupies a minimum of 70% of the front elevation (or if render is applied to 100% of the front elevation, also introducing a secondary colour); or
    - (iii) a roof gable; or
    - (iv) a balcony, portico or verandah; or
    - (v) a built in planter box; or
    - (vi) a front elevation comprised of a minimum of two different wall materials or different wall colours;
  - (b) has a double pitched roof at an angle of not less than 24 degrees or greater than 45 degrees where the roof is visible from street or public access areas (excluding any part of the roof which covers verandah areas), a skillion roof, a flat roof and/or a curved roof; or
  - (c) has a façade treatment with a feature element and a degree of articulation designed in the floor plan and roof to avoid straight flat sections to front walls (and in particular, at least one step in the floor plan mirrored in the roof design of a minimum 600mm (excluding the garage);
  - (d) has a clearly defined entry;
  - (e) has set backs complying with the Residential R Codes (as varied by any relevant Local Development Paln);
2. construct or permit to be constructed any dwelling using zincalume for the roof;
3. construct or permit to be constructed any dwelling on a Lot serviced by a laneway to its rear boundary, unless the dwelling has a minimum ceiling height of 32 standard brick courses to the front elevation;
4. place or permit to be placed on the front elevation of the roof of a dwelling any solar hot water heater or solar panel;
5. install or permit to be installed on any Lot any air conditioner or evaporative cooler unless it is:
  - (a) contained wholly within a dwelling constructed on the Lot;
  - (b) screened from public view from the street at the front of the dwelling, does not protrude significantly above the ridge line of the roof, and is of a similar colour to the roof; or
  - (c) contained within the roof space between the ceiling and the underside of the roof of the dwelling;

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



#### Corner Lots

6. in respect of a corner Lot, construct or permit to be constructed any dwelling unless the dwelling is designed to:
- (a) articulate the façade of the dwelling to address the primary and secondary streets;
  - (b) incorporate the same architectural treatment to the front façade and to the secondary street facade for a minimum of the first 4.5 metres of the façade adjacent to the secondary street; and
  - (c) incorporate a window treatment visible from the secondary street and within 4.5 metres of the front building line;

#### Garages and Driveways

- 7. construct or permit to be constructed any dwelling unless the dwelling contains a double garage making provision for parking of not less than two motor vehicles side by side;
- 8. construct or permit to be constructed any triple garage unless in a tandem or staggered configuration;
- 9. construct or permit to be constructed a driveway and crossover between the road and the parking area on the Lot which is not constructed and completed prior to occupation of the dwelling;
- 10. construct or permit to be constructed a driveway and crossover other than constructed of segregated pavers or quality in-situ concrete finished with a pattern or limestone washed aggregate or similar;
- 11. construct or permit to be constructed a driveway which is wider than 6 metres at the street property boundary, or less than 0.6 metres from the side boundary;
- 12. construct or permit to be constructed a driveway cut through a public footpath;

#### Parking Vehicles

- 13. park or allow to be parked on the Lot or on the road or on any other property near or next to the Lot any commercial vehicles including but not limited to trucks, caravans, trailers, boats or any other mobile machinery ("commercial vehicles") unless such commercial vehicles are housed or contained within a carport or garage on the Property or screened from public view behind the building line, unless when used during the normal course of business by a visiting tradesperson;

#### Sheds/Outbuildings

- 14. construct or permit to be constructed or brought on to the Lot any outbuilding (including any detached garage, workshop, garden shed, storage shed or other outbuilding) which exceeds 10m<sup>2</sup> in floor area unless constructed in predominantly the same design and materials as the dwelling;
- 15. construct or permit to be constructed or brought on to the Lot any outbuilding less than 10m<sup>2</sup> in floor area unless it is coloured to compliment the dwelling and does not extend more than 320mm above the property fence line;

#### Fencing

- 16. construct or permit to be constructed any front fence or fence forward of the front face brickwork of the dwelling, or adjoining dwelling with a greater front setback, unless:
  - (a) the front fencing as viewed from the street or a public space is less than 1.8m high and is at least 50% visually permeable above 900mm high; and
  - (b) the front fencing is constructed predominantly of the same material as the main dwelling, and is (as to materials and colours) consistent with or complementary to the primary street elevation's finishes;
- 17. in respect of a corner Lot, construct or permit to be constructed any secondary street fencing unless it is set back at least 4m from the corner truncation;

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



18. construct or permit to be constructed any non-front fencing boundary fencing unless it is constructed of Colorbond colour Slate Grey/Woodland Grey, or masonry or brick predominantly in the same style/construction as the dwelling;
19. occupy a dwelling prior to completion of the fencing for that dwelling;

Removing or Altering Retaining Walls or Fences, and Levels

20. take or permit any action to be taken to remove, alter, mark, or remove any retaining wall, fence or entry statement constructed by Wellard Residential Pty Ltd (ACN 113 195 985) (unless additional blocks are required to be added for the purpose of retaining) on or about any boundary, nor to:
  - (a) permit any such wall or fence to become damaged, unsafe or fall into a state of disrepair;
  - (b) permit any roots or any tree, plant or building or other thing to cause such wall or fence to become structurally unsound; or
  - (c) alter such wall or fence;
21. take or permit any action to be taken to alter the surface level of the Lot;
22. construct or permit to be constructed any retaining walls within public view unless they are constructed of the same materials to match other visible retaining walls in the vicinity previously constructed by Wellard Residential Pty Ltd (ACN 113 195 985);

Landscaping

23. permit garden areas (including adjoining road verges) within public view to remain unlandscaped after three months of completion of any dwelling on the Lot (or in the case of display homes, after practical completion of the display home);

Repairs

24. carry out or permit to be carried out any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times;

Letterboxes

25. construct or permit to be constructed a letterbox other than a letterbox which is clearly numbered and constituted to match the style, colour and materials of the dwelling;

Waste Materials

26. accumulate or permit to be accumulated on the Lot any rubbish, trash, garbage or other waste materials or keep or permit the same to be kept on the Lot or any part thereof except in containers located in appropriate areas screened or concealed from view so that the containers are not visible from street or public access areas;

Window Coverings

27. permit newspaper, aluminium foil or similar material to be used to cover windows within the dwelling that are visible from the street or public access areas.

"For Sale" Signs

28. save in the case of display homes, erect or permit to be erected a "for sale" sign within a period of two years after the date of this Restrictive Covenant.

Expiry

29. The restrictive covenants in this Annexure shall expire and cease to have effect on 31 October 2023.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



## ANNEXURE C – FRONT LANDSCAPING AND FENCING PACKAGE

### 1. Terms and Conditions

- (a) Subject to the Buyer completing the construction for the dwelling in accordance with the requirements of this Contract within 36 months of Settlement.
- (b) The Seller has appointed:
  - (i) a landscape contractor, to provide landscape and irrigation design and construction services in respect of the front garden of; and
  - (ii) a fencing contractor to supply and install fencing to the rear and side boundaries.
- (c) The rights which the Buyer may acquire under this Annexure D are not redeemable for cash or any other products or services and may only be used as provided in this Annexure.
- (d) To use these packages, the Buyer must:
  - (i) inform the Seller of the Buyer's requirements for the landscaping and fencing rebate package approximately four weeks prior to handover at which time a detailed information package and voucher will be provided to the Buyer;
  - (ii) ensure that the site is clean and graded to final levels;
  - (iii) install a 90mm PVC duct under driveways approximately four metres from the garage (required for the installation of irrigation pipes);
  - (iv) install an external power point next to the meter box;
  - (v) arrange installation of a plumbing cut-in with a 20mm gate valve with back flow protection adjacent to the water meter.

**The Front Landscaping Package** entitles the Buyer to the following:

- (e) Installation of front landscaping in accordance with the Seller's specification;
- (f) Initial consultation between the Buyer and the landscape contractor;
- (g) The design, supply and installation of irrigation and landscaping to the whole of the front (and side road verge outside of the property boundary, if a corner lot that is not already landscaped by the Seller) garden by the landscape contractor;
- (h) Soil preparation to all plant bed areas, including incorporation of 'landscapers mix' prepared soil into existing soil;
- (i) Installation of a lawn and plant bed automatic irrigation system (but note that hard digging and trenching through rock is not included);
- (j) One tree and a selection of shrub and groundcover planting to the front;
- (k) Mulching of plant beds using karri bark and peat mulch or equal approved to the front;
- (l) Roll on turf to lawn area. As a guide the Seller acknowledges that generally, turf comprises approximately 70% of the front garden area; and
- (m) Please note that removal of building rubbish and removal of rock from building excavation, and excavation or removal in garden areas is not included.

### 2. The Fencing Package entitles the Buyer to the following:

- (n) Supply and installation of "Colourbond" fencing, 1.8 metres high in colour known as "Slate Grey" or "Woodland Grey". Fencing shall be erected to each Property boundary behind the building line.
- (o) Fencing shall be undertaken upon the completion of the dwelling.
- (p) The Seller acknowledges that stepping of fence panels may be required to allow for level changes.
- (q) The Buyer acknowledges that where fencing is installed on retaining walls it shall be installed in the centre of the wall approximately 150mm off the property boundary.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



**ANNEXURE E – SALES PLAN**

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



# STAGE 10

NO. OF LOTS ▶ 30

### LEGEND

- Stage 10
- Previous Release
- Future Residential
- Brick Paving
- Side Entry Pit
- Drainage Grate
- Drainage Manhole
- Footpath
- Limestone Retaining Wall
- Hydrant, Valve
- Sewer Housing Connection / Manhole
- Lot Level
- Western Power Dome, Connection
- Western Power Padmount Site
- Street Light
- Expected Site Classification 'S' Class
- Garage Location
- Speed Plateau



All dimensions and areas are subject to survey. The particulars on this plan, including the size and location of services, are for identification purposes and should not be taken as a representation on the part of the vendor or its agents. Trees are indicative only.

Urban Quarter WA  
Level 2, 48 Kishorn Road  
Applecross WA 6153  
t. (08) 9315 4100

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# PRELIMINARY



### 10 CONTEXT PLAN



EASTCOURT LIVING





**ANNEXURE F – ADDITIONAL SPECIAL CONDITIONS (IF ANY)**

1. Additional Special Conditions (if any)

The additional special conditions (if any) contained in this Annexure also form part of this Contract. For the avoidance of doubt, it is agreed that in the event of any inconsistency between terms and conditions of this Contract, the following order of application applies:

- (a) firstly, additional special conditions (if any) contained in this Annexure;
- (b) secondly, Special Conditions contained in Annexure A;
- (c) thirdly, other terms of this Contract (save and except for the 2018 General Conditions); and
- (d) finally, the 2018 General Conditions.

2. Foreign Investment Review Board (FIRB) Approval

- (a) This Contract is conditional upon the Buyer obtaining FIRB approval prior to the earlier of the Settlement Date, and 30 days after the Contract Date.
- (b) The Buyer must use its best efforts to obtain FIRB approval as soon as is reasonably practicable after the Contract Date, and must keep the Seller informed as to its progress in obtaining such approval.
- (c) If FIRB approval is not obtained by the relevant date, either Party may terminate the Contract in which case the Deposit shall be refunded to the Buyer and neither Party shall have any claim against the other under this Contract, save in respect of any prior breach.

3. Subject to Sale

- (a) For the purposes of this additional special condition:

**First Condition Date** means \_\_\_\_\_;

**Second Condition Date** means \_\_\_\_\_;

**Third Condition Date** means \_\_\_\_\_;

**Buyer's Contract** means a contract for the sale of the property situated at:  
\_\_\_\_\_;

**Conditions** means the conditions contained in paragraph (b);

**Unconditional** means no longer able to be terminated by the purchaser under the Buyer's Contract for non-obtaining of finance, sale of that purchaser's own property, or other similar condition precedent.

- (b) This Contract is subject to and conditional upon:

- (i) the Buyer entering into a Buyer's Contract on or before the First Condition Date;
- (ii) the Buyer's Contract being Unconditional on or before the Second Condition Date; and
- (iii) settlement under the Buyer's Contract occurring on or before the Third Condition Date.

- (c) The Buyer must:

- (i) immediately place the Buyer's Property on the market for sale with a reputable agent, and keep the Buyer's Property on the market for sale until the earlier of:
  - (A) the date that the Buyer has an Unconditional contract for the sale of the Buyer's Property; and
  - (B) the Second Condition Date.
- (ii) use its best endeavours to satisfy each of the Conditions by the respective Condition Date; and
- (iii) keep the Seller informed as to progress towards satisfying the Conditions.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_



- (d) If any of the Conditions is not satisfied (or waived in writing by the Buyer) by the respective Condition Date either the Buyer or the Seller may terminate this Contract by notice in writing to the other in which case the Deposit will be refunded to the Buyer and neither party shall have any claim against the other, save in respect of any prior breach of this Contract.
- (e) 48 Hour Clause
  - (i) The Seller may continue to advertise the sale of the Property until all of the Conditions have been satisfied (or waived by the Buyer).
  - (ii) If the Seller receives an offer from another party to purchase the Property prior to all of the Conditions being satisfied (or waived by the Buyer), the Seller may give the Buyer notice (Seller Notice) in writing that the Buyer has 48 hours (not including weekends and public holidays) to confirm to the Seller in writing that:
    - (A) the Buyer has waived the Conditions; and
    - (B) this Contract is unconditional.
  - (iii) If the Seller gives a Seller Notice and the Buyer provides the written confirmation in accordance with paragraph (e)(ii) of this additional special condition, this Contract will be unconditional.
  - (iv) If the Seller gives a Seller Notice and the Buyer does not give written confirmation in accordance with paragraph (e)(ii) of this additional special condition, the Seller may terminate this Contract by giving written notice to the Buyer, in which case the Deposit will be refunded to the Buyer and neither party shall have any claim against the other, save in respect of any prior breach of this Contract.
- (f) For the avoidance of doubt it is expressly agreed that any notice to be given under this additional special condition must be given in the manner specified in the 2018 General Conditions.

**INITIAL HERE:**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_