

## Annexure ' A '

To and forming part of the contract of land by Offer and Acceptance

Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

For Lot\_\_\_\_ No.\_\_\_\_Durham Road, Aubin Grove

- 1.The buyer is aware that a Local Development Plan (LDP) has been prepared by the seller and approved by the Council. The LDP is attached and the buyer should refer to the conditions when designing a house. There could be additional build costs and in particular there are Bushfire Attack Level (BAL) and Noise insulation Package applicable to some lots. The Buyer is made aware that the BAL rating may vary to that shown on the approved LDP. Affected lots will have registered notifications regarding the Fire Management Plan and or Transport Noise on the Certificate of Title.
  
- 2.The buyer is aware that they may be required to give approval by way of form BA20 for construction on the adjoining land that may affect their land. The form will be completed by the builder undertaking the construction, giving the Buyer full details of work affecting the Buyer's land. The Buyer agrees to consent to the adjoining owner's building boundary walls and zero lot lines compliant with the R codes and the LDP and agrees to allow reasonable access to construct the walls provided there is no damage to the property and all building rubble is removed.
  
3. Some lots will contain engineer designed limestone retaining walls to one of more boundaries. Buildings are not permitted to surcharge onto subdivision retaining walls without engineer's advice.
  
4. The Buyer confirms that they have undertaken sufficient due diligent to their satisfaction to ensure they are fully aware and take into account of the location of retaining walls, footpaths, services, light poles and any other matters that would affect their decision to purchase the property.
  
5. The fencing colour scheme for the estate is Domain from Colorbond fencing colour range. Buyer who wish to use a different Colorbond fencing colour will need to obtain a written agreement from the adjoining neighbours regarding the agreed Colorbond colour.
  
6. A settlement statement shall be completed by the Seller's settlement agent based on the proposed Settlement Date as set out in this Offer and Acceptance which will

pro rata any rates and taxes to be adjusted between the buyer and seller. Should the buyer delay settlement beyond the original settlement date or should the seller grant an extension of time for finance approval then the buyer and seller agree that when the settlement occurs the pro rata adjustments shall be calculated as if the settlement had occurred on the original settlement date as shown on the original settlement statement.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_