

Annexure C

Advice to Purchasers Buying Blocks “Off The Plan”

You are signing a Contract for the purchase of what is described in the Contract as the Property. Currently, the Property is not yet a separate Lot with its own Certificate of Title. However, the Seller has received from the Western Australian Planning Commission conditional approval to the subdivision required to create the Property as a separate Lot.

Also, the physical construction of the Property as a separate Lot may not yet be complete and may not be complete at Settlement. For example: all retaining walls and roads may not be completed and drainage, water supply and sewerage may not yet be reticulated to the Property.

You need to be aware that:

- **the separate Certificate of Title for the Property may not be issued for quite some time; and**
- **the separate Certificate of Title may issue and you may be required to settle the purchase of the Property before the physical construction of the Property as a separate Lot is complete.**

Issue of the separate Certificate of Title - Timing

When you have been talking to the Seller or the Seller's representative about the Property, you may have been given an estimate of the likely or possible time it will take for the separate Certificate of Title to issue.

You need to be aware that any date which you have been told as being the date by which the separate Certificate of Title will have been issued is an estimate only. In making your plans for the Property (for example: raising finance or entering into a building contract to build you home), you need to take into account the fact that the actual timeframe for the issue of the separate Certificate of Title may be [significantly] shorter or longer than the estimated date given to you [- maybe even by a period of months, in some cases]. The reason for this is that there a number of things which need to happen in order for a separate Certificate of Title for the Property to issue and a lot of these things are beyond the Seller's direct control.

You should ask the Seller or the Seller's representative to keep you up to date regarding the issue of the separate Certificate of Title. Once again, any estimate by or on behalf of the Seller of the likely date for the issue of a separate Certificate of Title is just that: an estimate. The Seller or the Seller's representative will not be responsible for any loss you may incur if the separate Certificate of Title is not issued by the estimated date.

Physical construction of the Property as a separate Lot

You need to be aware that one of things which is NOT a requirement for the issue of the separate Certificate of Title is the completion of the physical construction of the Property as a separate Lot.

You need to bear this in mind if you are planning to start building a house on the Property shortly after Settlement. The fact that, at Settlement, physical construction of the Property may not be complete may cause delays in construction of your house. As some building contracts contain provisions for price increases over time, the delays in construction resulting from the fact that the physical construction of the Lot has not been completed may cause the cost of constructing your house to increase. You should consider this carefully before entering into the building contract as the Seller will not be responsible for any building price increases as a result of any delays in completing the physical construction of the Property. Please note that this is covered in condition 8.5 of the Additional Special Conditions in Annexure A to your Contract.

Please note that this Annexure is advisory in nature only and is provided as a courtesy to you, the Buyer. It is merely a guide intended to help you to understand some of the important issues concerning your purchase of the Property and, in particular, the timing for Settlement. The Annexure does not modify, negate or alter in any way any of the conditions of the Contract including, without limitation, Annexure A or the Joint Form of General Conditions for the Sale of Land. You should not rely on this Annexure as a substitute for reading the Contract or obtaining independent legal advice in respect of any matters you are unsure of. In fact, if there are matters you are unsure of, you should not sign the Contract until you have obtained your own independent legal advice and, as a result, are satisfied that you now understand the matter in question.

Initials _____