

Defect Disclosure – Including Disclosure of Unapproved Structures

1. The Seller discloses and the Buyer acknowledges that:

a) The subject Property is affected by:-

..... (example “The Land is contaminated”)

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b) The improvements listed below have been erected without the Local Government Approval.

..... (example “Pergola”)

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2. The Items listed under clause 1.(a) and 1.(b) shall hereinafter be referred to as “defects”.

3. In respect to the defects listed above:

a) the Buyer hereby waives all rights given to the Buyer under Clause 7.4(4) of the Terms of Contract; and

b) the Buyer hereby waives all the rights given to the Buyer under clause 7.6 of the Terms of Contract; and

c) The Buyer agrees not to deliver any requisitions regarding the defects;

d) the Buyer accepts the Property with the defects and discharges the Seller of any obligation to rectify the defects; and

e) The Buyer agrees to complete the Contract irrespective of the defects affecting the Property.

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Seller/s Signature

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Witness Signature

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Buyer/s Signature

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Witness Signature
