

Subject to Construction of the Dwelling

1. This Contract is subject to the Seller completing construction of Building in accordance with this Contract and the requirements of all relevant laws by 5pm on the day before Settlement Date (due date). For that purpose, it is agreed that:
 - a) The area and dimensions of the Building on the Land must be substantially in accordance with the agreed Plans. However, the Buyer cannot object to any deviation between the area and the dimensions of the Building described in the plans and the area and dimensions of the Building as built, if the deviation does not materially prejudice the Buyer.
 - b) The Building must include the finishes specified in the Contract.
 - c) The Seller may select an alternative finish, at its discretion, but it must be of a similar quality.
 - d) The Seller will rectify withinmonths of Settlement, any defects in the
(Insert number of months)
Building due to defective materials or workmanship, which are notified to the Seller in writing within month of Settlement.
(insert number of months)
The Buyer must give the Seller reasonable access to the Property for doing rectification work.
 - e) It is agreed that all Works required to satisfy the requirements of clause 1 are to be done in a satisfactory and workmanlike manner by appropriately qualified and/or licensed tradespeople.
 - f) all final inspections and local authority approvals must be obtained for all the improvements constructed on the Property.
2. Despite anything to the contrary contained in this Contract, the Property shall be at the risk of the Seller until settlement.
3. If the condition in clause 1 is not satisfied by 5pm on the due date, the Buyer may terminate this Contract by notice in writing to the Seller whereupon this Contract shall be at an end and all deposit monies paid by the Buyer shall be refunded to the Buyer.

.....
Seller/s Signature

.....
Witness Signature

.....
Buyer/s Signature

.....
Witness Signature
