

the development of the said roadway (including verge).

- (ii) If for any reason whatsoever the Chief Town Planner refuses to issue a Certificate of Compliance due to the proximity of the dwellinghouse to the roadway, the Vendors will remove or shift same within one (1) month of receiving notice from the Purchaser of the cause of non-compliance failing which removal the Purchaser will retain the sum of fifty thousand dollars (part of the balance purchase money) while the Vendors remain in default in an interest bearing escrow account until the grant of the said Certificate or until the expiration of six (6) months after receiving notice (whichever should first happen).
4. The property is believed and shall be taken to be correctly described as to quantity and no error omission mis-description or mis-statement contained in this agreement shall annul the said sale but shall be subject to compensation provided that the Purchaser shall not be entitled to compensation in respect of anything which does not materially affect the description of the property.
9. The Purchaser shall be responsible for the development of the said property including obtaining all necessary plans and the relevant permission of the Chief Town Planner.
12. The said land is sold subject to the following condition:

The grant of a right of way over lots numbered 1 and 2 as shown on the proposed subdivision plan.

[47] What emerges from the provisions in these paragraphs is that: