

Commercial Contract: Schedule



1. VENDOR: Name(s):

John Robert Harris ATF Eternal Trust

Primary Contact: Given Name:

John

Surname:

Harris

Street:

25 Shipsters Road

Suburb:

Kensington

State:

SA

Postcode:

5068

ABN/ACN (if applicable):

2. PURCHASER: Name(s):

Primary Contact: Given Name:

Surname:

Street:

Suburb:

State:

Postcode:

ABN/ACN (if applicable):

Email:

3. AGENT: Company Name/Legal Entity:

NSP Realty Pty Ltd T/A LJ Hooker Kensington | Unley

Company Representative:

Janine Bergin

Street:

295 Kensington Road

Suburb:

Kensington Park

State:

SA

Postcode:

5068

ABN/ACN:

55 613 383 485

RLA No:

275279

Telephone:

W:

M:

0417 893 453

F:

Email:

jbergin@ljkensingtonunley.com.au

4. THE LAND:

The ~~*whole~~/part of the land in Certificate of Title, Volume

5143

Folio

827

being ~~*unimproved~~/improved land located at

Street:

313 Portrush Road

Suburb:

Norwood

State:

SA

Postcode:

5067

*Allotment/Section/Unit/Lot

14

on ~~*Strata/Community/Deposited/Primary/Primary Community/~~Filed Plan No.

52

in the area named

Norwood

in the Hundred of

Adelaide

in the Council area of:

Norwood, Payneham & St Peters

Other description of land:

☐ Multiple Titles - Refer to Annexure

☐ Refer Annexure

for further description of the Land

5. GST

1. Is the Vendor liable for GST on the Property?

☒ Yes

☐ No

If No, GST is not applicable.

If Yes, answer questions 2, 3 and 4.

2. Is GST to be added to the Purchase Price?

☒ Yes

☐ No

If Yes, clause 18.1 will apply.

3. Do the parties agree that the margin scheme is to be used?

☐ Yes

☒ No

If Yes, clause 18.4 will apply.

INITIALS

Commercial Contract: Schedule



4. Is the Property being sold as a "going concern"? ☐ Yes ☒ No
If Yes, clause 19 will apply.

Note: The Agent is not qualified to provide advice on GST. The Vendor or Purchaser must obtain their own professional taxation advice.

6. PURCHASE PRICE:

The sum of: Amount Payable for the Property
GST (if applicable):
Total Purchase Price:

7. DEPOSIT PAYABLE:

- ☐ on the next business day following the expiration of the cooling off period (section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*); OR
☒ upon signing of this Agreement; OR
☐ on or before / / OR
☐ secured by Guarantee (pursuant to Annexure – Provision of Deposit by way of Guarantee)
☐ Other (specify)

8. SETTLEMENT DATE

- ☐ On the day of
OR
☐ Within days of the satisfaction of the Special Condition(s) (if any), whichever is the later, AND/OR
Other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS:

- ☐ Not applicable ☐ Refer Annexure ☒ As described below:

The Purchase Price includes all fixtures and fittings of a permanent nature affixed to the Property as at the date of this Contract, including but not limited to all fixed plant, fixed equipment, air-conditioning units, fixed lighting, fixed floor coverings, security systems, solar panels and signage affixed to the building, unless expressly excluded. Fridge in kitchenette will remain.

10. EXCLUDED CHATTELS:

- ☐ Not applicable ☐ Refer Annexure ☒ As described below:

The Purchase Price excludes all vendor's loose fixtures and fittings, loose plant and equipment, all movable chattels, stock-in-trade, furniture, personal effects.

11. INCLUDED PLANT AND EQUIPMENT:

- ☐ Not applicable ☐ Refer Annexure ☒ As described below:

Plant, Equipment, Fixtures and Fittings

Unencumbered as at the date of this Agreement and to be sold to the Purchaser free of any encumbrances as at the Settlement Date

The Purchase Price includes all fixtures and fittings of a permanent nature affixed to the Property as at the date of this Contract, including but not limited to all fixed plant, fixed equipment, air-conditioning units, fixed lighting, floor coverings, security systems, signage affixed to the building, unless expressly excluded.

Encumbered Plant, Equipment, Fixtures and Fittings for Unencumbered Transfer

- ☒ Not applicable ☐ Refer Annexure
☐ As described below:

Included in the sale and to be transferred to the Purchaser free of any encumbrance as at the Settlement Date

INITIALS

Commercial Contract: Schedule



Encumbered Plant, Equipment and Fixtures for Encumbered Assignment



Not applicable



Refer Annexure

Items to be assigned to the Purchaser at Settlement, subject to the existing encumbrances



As described below:

12. EXCLUDED PLANT AND EQUIPMENT

Excluded Plant, Equipment, Fixtures and Fittings

Excluded from the sale



Not applicable



Refer Annexure



As described below:

The Purchase Price excludes all vendor's loose fixtures and fittings, loose plant and equipment, all movable chattels, stock-in-trade, furniture, and personal effects.

Third Party Plant, Equipment, Fixtures and Fittings

Not owned by the Vendor and not included in the sale



Not applicable



Refer Annexure



As described below:

13. EXCEPTIONS: ☒ Nil ☐ Easements ☐ Encumbrances ☐ Rights of Way

Details:

14. TENANCIES:

Is sale subject to Tenancy? ☒ No ☐ Yes ☐ Refer to Annexure for Tenancy Schedule

☐ Tenancy details provided to Purchaser

Tenant Name(s):

Term:



Fixed:

Commencement Date

/

/

End Date

/



Renewals:

*months/years



Periodic:

Commencement Date

/

/

Rent:

Amount:

per *month/annum

*net/gross

*including/excluding GST

Security Bond:

Amount:

Bank Guarantee: Amount:

15. NOTICES AND ORDERS:



None known



Specify

INITIALS

Commercial Contract: Schedule

**16. KNOWN BREACHES OF STRATA TITLES ACT 1988/COMMUNITY TITLES ACT 1996:**☐ None known ☒ Not applicable

Body Corporate Manager:

Telephone:

Details of breach:

17. WORKS TO BE CARRIED OUT BY VENDOR:☒ Not applicable☐ Specify:**18. SPECIAL CONDITIONS:**☒ Not applicable☐ Subject to Sale and Settlement of Purchaser's property – Annexure☐ Subject to Finance – Annexure☐ Subject to Settlement of Purchaser's property – Annexure☐ Other – Annexure☐ Subject to the Foreign Resident Withholding Regime – Refer Annexure**19. FURTHER TERMS OF SALE:**☐ Not applicable☐ Provision of Deposit by way of Guarantee – Annexure☒ As detailed below:

The property is being purchased on an "As is Basis" except for the excluded plant, equipment and chattels specified in this contract. Neither the agent nor the vendor can guarantee or provide any warranties as to the working order of any included chattels, plant, equipment, or electrical appliances, including but not limited to, air conditioning units and solar panels.

INITIALS

SPECIAL CONDITION

Foreign Resident Withholding Regime



1. Foreign Resident Withholding

- (a) This special condition applies (despite any other provision of the Agreement) if:
 - (1) the Vendor does not provide a Clearance Certificate to the Purchaser at least 5 Business Days before Settlement; or
 - (2) for any other reason the Purchaser is obliged to pay a Withholding Amount to the Commissioner.
- (b) If this special condition applies:
 - (1) the Purchaser must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement;
 - (2) if the Purchaser provides to the Vendor at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Purchaser (or Purchaser's Representative) to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Vendor, the Purchaser is not required to pay that part of the Purchase Price to the Vendor;
- (c) if special condition 1(b)(2)(B) applies, the Purchaser will be treated as having given an irrevocable authority and direction to the Purchaser's Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.
- (d) Any Variation Notice not provided to the Purchaser at least 5 Business Days before Settlement is to be disregarded for the purposes of determining that amount.
- (e) In this special condition 1:

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Vendor (and if the Vendor consists of more than one person, to each person who comprises the Vendor) in respect of the sale of the Property.

Commissioner has the meaning given in the Tax Administration Act 1953.

Tax Administration Act means the Tax Administration Act 1953 (Cth).

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Purchaser under section 14-200 of the Tax Administration Act.

Withholding Amount means the amount which the Purchaser is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

INITIALS

Initials not required if using electronic signature

Commercial Contract: Terms and Conditions



1. Agreement for sale and purchase

The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless a contrary intention appears:

- 2.1.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994*;
- 2.1.2 "Agent" means the person or organisation specified in Item 3 of the Schedule;
- 2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;
- 2.1.4 "Annexure" means an annexure to this Agreement;
- 2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
- 2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
- 2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;
- 2.1.8 "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions and other interests specified in Item 13 of the Schedule;
- 2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
- 2.1.10 "Excluded Plant and Equipment" means the items specified in Item 12 of the Schedule;
- 2.1.11 "Form 1" means the Vendor's statement required under section 7 of the Act;
- 2.1.12 "Further Terms" means the terms specified in Item 19 of the Schedule;
- 2.1.13 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.14 "GST Law" means the *A New Tax System (Goods and Services Tax) Act 1999* and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
- 2.1.15 "Included Chattels" means the items specified in Item 9 of the Schedule;
- 2.1.16 "Included Plant and Equipment" means the items specified in Item 11 of the Schedule;
- 2.1.17 "Income" means all rent, fees, benefits and other monies received and receivable by the Vendor that are directly attributable to the use by any third party of the Property;
- 2.1.18 "Land" means the land specified in Item 4 of the Schedule;
- 2.1.19 "Lender" means a Bank, Building Society, Credit Union or other similar lending institution or any other person or entity as agreed between the Vendor and the Purchaser;
- 2.1.20 "Outgoings" means all rates and taxes and all other monies payable, by the Vendor, in respect of the Property, to any third party as required by law, or otherwise to maintain the condition of the Property;
- 2.1.21 "Property" means the Land together with easements, rights, privileges and appurtenances referred to on the Certificate of Title and the improvements and Vendor's fixtures and fittings on the Land, together with the Included Chattels, the Consumer Credit Chattels and Included Plant and Equipment but excluding the Excluded Chattels and Excluded Plant and Equipment;
- 2.1.22 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.23 "Purchaser" means the person or organisation specified in Item 2 of the Schedule;
- 2.1.24 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.25 "Settlement Date" means the date specified in Item 8 of the Schedule;
- 2.1.26 "Special Condition" means a special condition set out in Item 18 of the Schedule or attached to this Agreement;
- 2.1.27 "Tenancies" means any tenancy specified in Item 14 of the Schedule;
- 2.1.28 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable any other documents supplied by the Vendor to the Purchaser necessary to transfer to the Purchaser title to the Property (other than the Property);
- 2.1.29 "Vendor" means the person or organisation specified in Item 1 of the Schedule;
- 2.1.30 "Works" means the items specified in Item 17 of the Schedule.

2.2 Interpretation

In this Agreement, unless a contrary intention appears:

- 2.2.1 words which denote the singular include the plural and vice versa;
- 2.2.2 words which denote natural persons include corporations and vice versa; and
 - (a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
 - (b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees.
- 2.2.3 where a party to this Agreement consists of more than one person then:
 - (a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
 - (b) any reference to that party shall include any one or more of those persons;
- 2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
- 2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

3. Payment

- 3.1 All monies payable by the Purchaser prior to settlement will be paid to the Agent to be held on trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.
- 3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

INITIALS

Commercial Contract: Terms and Conditions



4. Prior to Settlement

- 4.1 The Purchaser must execute and deliver to the Vendor the Transfer, at least seven (7) days before the Settlement Date, otherwise the Vendor can prepare the Transfer at the Purchaser's expense.
- 4.2 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of each bank cheque required, otherwise the Purchaser can tender the total amount due to the Vendor.

5. Settlement

- 5.1 Unless otherwise agreed, Settlement must occur at the Lands Titles Office in Adelaide on the Settlement Date.
- 5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other document required for effecting the Transfer.
- 5.3 All outgoings and income will be adjusted to midnight of the day prior to the Settlement Date, including but not limited to the following:
 - 5.3.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;
 - 5.3.2 land tax will be adjusted on a single holding basis;
 - 5.3.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then Schedule 1 applies.
- 5.4 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.

6. Vacant Possession

Subject to the Exceptions and Tenancies, and subject to the Purchaser performing all of its obligations, the Vendor will provide the Purchaser with vacant possession at Settlement, including but not limited to:

- 6.1 the removal of the Excluded Chattels and Excluded Plant and Equipment and making good any damage arising from that removal;
- 6.2 giving possession of the Included Chattels and Included Plant and Equipment;
- 6.3 paying out all consumer contracts and the like in respect of any of the Included Chattels and Included Plant and Equipment so that they are free of any debt or encumbrance;
- 6.4 delivering all keys and security devices to the Property to the Purchaser.

7. Title and Risk

- 7.1 From the date of this Agreement the Property shall be at the risk of the Purchaser but the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition with the exception of fair wear and tear.
- 7.2 The Certificate of Title will be conclusive evidence of the Vendor's title.

8. Body Corporate

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then Schedule 1 applies.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Land but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

10. Vendor Warranties

Except as outlined in the Schedule or Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement:

- 10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the *Fences Act 1975*;
- 10.2 there are no outstanding or pending matters in respect of the Property under the provisions of any Act, Regulation or by-law which have not been fully complied with;
- 10.3 the Vendor has paid, or will pay prior to the Settlement Date, all charges for or in respect of all roads, footpaths, kerbs and any associated works on the road adjoining the Property;
- 10.4 since becoming the registered proprietor, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

- 11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
- 11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;
- 11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms

The parties agree to comply with the Further Terms (if any) which shall override these Terms in the case of any inconsistency.

14. Special Conditions

- 14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any).
- 14.2 The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement).
- 14.3 If a party fails to satisfy a Special Condition then:

INITIALS

Commercial Contract: Terms and Conditions



- 14.3.1 if the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to the other party; or
- 14.3.2 if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this Agreement and:
 - (a) if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or
 - (b) if the Vendor is in default, clauses 16.1 and 16.2 will apply.
- 14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party.
- 14.5 If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then:
 - 14.5.1 if the Purchaser is in default, clause 15.8 will apply; or
 - 14.5.2 if the Vendor is in default, clause 16.2 will apply.

15. Purchaser's Default

- 15.1 Without prejudice to any other rights, if the Purchaser breaches this Agreement and the Property does not settle on the Settlement Date, the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate.
- 15.2 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit, or is otherwise in default prior to the Settlement Date, the Vendor can give the Purchaser written notice to remedy the default within three (3) business days otherwise the Agreement will terminate. The Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
- 15.3 If the Purchaser defaults on the Settlement Date and does not settle within three (3) business days, the Vendor can then give notice to complete ("Notice of Completion").
- 15.4 The Notice of Completion will appoint a time for Settlement (with three (3) business days notice) and require the Purchaser to settle at this new time.
- 15.5 If the Purchaser does not comply with the Notice of Completion, the Vendor can terminate this Agreement by further written notice to the Purchaser (without prejudice to any of its other rights).
- 15.6 A Notice of Completion can be given more than once.
- 15.7 The Vendor may, but is not obliged to, waive its right to a re-adjustment of outgoings if Settlement is postponed due to the Purchaser's default.
- 15.8 If this Agreement is terminated under this clause 15, the Deposit is forfeited to the Vendor who may elect to re-sell:
 - 15.8.1 the Property and sue the Purchaser for damages for breach of contract; or
 - 15.8.2 the Property in which case:
 - (a) the Purchaser will forthwith pay any deficiency in price and all associated costs by way of liquidated damages to the Vendor (the Purchaser receiving credit for any deposit paid); and
 - (b) the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.9 The Vendor is not required to tender a Transfer before exercising any of its rights under clause 15.8.
- 15.10 If the Settlement Date is postponed, all rent and other income from the Property shall be readjusted as at midnight on the day preceding Settlement, but rates and taxes shall remain adjusted to the Settlement Date.

16. Vendor's Default

- 16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.
- 16.2 Where the Vendor fails to comply with that notice, the Purchaser may:
 - 16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or
 - 16.2.2 postpone the Settlement Date until after the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):
 - (a) interest at the default rate on the full Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or
 - (b) the amount of the actual damage suffered by the Purchaser.
- 16.3 If the Settlement Date is postponed, all rates and taxes arising from the Property shall be readjusted to midnight on the day preceding Settlement, but rent and other income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clause 15 and clause 16.

18. Goods and Services Tax (GST)

- 18.1 The Vendor and the Purchaser acknowledge and agree that if GST applies to any supply made under or in connection with this Agreement by the Vendor, then:
 - 18.1.1 the amount payable in respect of the supply is exclusive of GST; and
 - 18.1.2 the Vendor may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Purchaser an additional amount on account of GST; and
 - 18.1.3 the Purchaser shall pay to or reimburse to the Vendor or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Vendor in respect of that supply; and
 - 18.1.4 unless clause 18.4 applies, the amount payable by the Purchaser to the Vendor or to a third party in respect of that supply shall be increased by the product of:
 - (a) the rate at which GST is imposed at that time; and
 - (b) the amount or consideration payable for the relevant supply; and

INITIALS

Commercial Contract: Terms and Conditions



18.1.5 the Purchaser shall pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at such other time as the Vendor directs;

18.1.6 the Vendor shall deliver to the Purchaser a tax invoice for the supply in a form that complies with the GST Law.

18.2 The Purchaser acknowledges and agrees that if GST applies to any supply made under or in connection with this Agreement by the Purchaser, that the Purchaser shall be responsible for the payment of any additional amount on account of any GST, in respect of that supply.

18.3 Clauses 18.1 and 18.2 (inclusive) shall not merge on completion of this Agreement and shall survive settlement and any termination of this Agreement by either the Vendor or the Purchaser.

Margin Scheme [Strike out if NOT applicable]

18.4 The Vendor and Purchaser acknowledge and agree that the margin scheme will apply for or in relation to any supply made under or in connection with this Agreement and that subject to clause 18.4.2, the following provisions will apply:

18.4.1 The Vendor shall, prior to Settlement (if required by the GST Law), obtain a valuation of the Property as at 1 July 2000 (or other relevant date) that complies with the requirements of the GST Law (including any ruling or determination made by the Commissioner of Taxation) and supply a copy of the valuation to the Purchaser prior to Settlement.

18.4.2 Unless otherwise agreed, the Purchaser shall bear all reasonable costs and expenses of the valuation referred to in clause 18.4.1.

18.4.3 The Price shall be increased by the amount calculated as follows:

$M \times R$,
where:

- (a) M is the difference between the Price and the amount of the valuation obtained in accordance with clause 18.4.1; and
- (b) R is the rate at which GST is imposed at that time.

18.4.4 The Purchaser acknowledges that it shall not be entitled to claim any input tax credit for any amount of GST as calculated under clause 18.4.3 that the Purchaser pays to or reimburses to the Vendor.

18.4.5 If for any reason the margin scheme does not apply to a supply as contemplated by the parties, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the sale of the Property, an amount calculated pursuant to clause 18.4.3 of this Agreement (less any amount of GST already paid by the Purchaser (if any) pursuant to paragraph 18.4.4), in addition to any penalties and interest incurred by the Vendor under the GST Law in respect of the non application of the margin scheme upon the provision of a tax invoice by the Vendor.

18.5 The parties agree that in the event that the Vendor acquired the Property using the margin scheme, clauses 18.4.1 and 18.4.2 will have no effect, clauses 18.4.4 and 18.4.5 shall continue to apply and clause 18.4.3 shall be amended such that the Price shall instead be increased by the amount calculated as follows:

$M \times R$,
where:

- (a) M is the difference between the Price and the amount the Vendor paid to acquire the Property within the meaning of the GST Law; and
- (b) R is the rate at which GST is imposed at that time.

18.6 The provisions of this clause will survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.

19. Going Concern [Strike out clause 19 if NOT applicable]

19.1 The Vendor and the Purchaser mutually agree that the sale of the Property under or in connection with this Agreement is the supply by the Vendor to the Purchaser of a going concern within the meaning of the GST Law and that the sale is GST free.

19.2 The Purchaser represents and warrants that it is registered or required to be registered under the GST Law.

19.3 If for any reason the sale of the Property under this Agreement is not GST free as contemplated by clause 19.1, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the sale of the Property, an amount calculated in a similar way to clause 18 including any penalties and/or interest incurred by the Vendor under the GST Law.

19.4 If the Vendor incurs any penalties and/or interest under the GST Law because the sale of the Property under this Agreement has been treated by the parties as being GST free then:

19.4.1 if the reason for the sale not being GST free is solely because of some fault on the part of the Vendor, the Vendor shall bear those penalties and/or interest;

19.4.2 if the reason for the sale not being GST free is solely because of some fault on the part of the Purchaser, the Purchaser shall pay to or reimburse to the Vendor (as the case may be) those penalties and/or interest on demand;

19.4.3 in any other case, the penalties and/or interest shall be borne by the parties equally and any amount of penalties and/or interest that is borne by the Purchaser shall be payable to the Vendor on demand.

19.5 This clause shall survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.

20. Going Concern Not to Apply [Strike out clause 20 if NOT applicable]

The following clause may be used if the parties do not want the GST free concession for the supply of a going concern to apply.

Notwithstanding clause 19 of this Agreement, the Vendor and the Purchaser acknowledge that the sale of the Property by the Vendor to the Purchaser is not to be treated as the supply of a going concern within the meaning of the GST Law.

INITIALS

Commercial Contract: Terms and Conditions



21. Miscellaneous

Notices

21.1 Notices under this Agreement:

- 21.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
- 21.1.2 may be served:
 - (a) by being left at the last known residence or place of business of the intended recipient;
 - (b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement; or
 - (c) by email to the email address of a party or a party's representative as provided in this Agreement.
- 21.1.3 will be deemed served if posted in accordance with clause 21.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
- 21.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
- 21.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of \$700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.

No Merger

- 21.2 The provisions of this Agreement shall not merge on completion and shall survive Settlement.

Cheques

- 21.3 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.
- 21.4 Any other payment due under this Agreement shall be made either in cash or by bank cheque.

Costs

- 21.5 The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.

Date of this Agreement

- 21.6 The date of this Agreement is the date on which the last of the parties executes it.

Legal Capacity of Purchaser

- 21.7 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.
- 21.8 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the *Foreign Acquisitions and Takeovers Act 1975* as amended.

22. Information use and privacy

- 22.1 The parties agree and acknowledge that:
 - 22.1.1 the Agent uses Personal Information and other information about the parties and/or the Property collected from the Purchaser and Vendor (collectively, "**the Information**") to act as the Vendor's agent and perform the Agent's obligations under this Agreement ("**Primary Purpose**");
 - 22.1.2 the Agent may disclose this Information to other parties, including conveyancers, legal advisers, financial institutions and government bodies, as may be required for the Primary Purpose, to comply with the law and for administration purposes. This may include overseas recipients (where applicable);
 - 22.1.3 without provision of the Information the Agent may not be able to carry out the Primary Purpose effectively;
 - 22.1.4 in addition to the Primary Purpose, the Agent may use and disclose Information (other than personal identifying information) to promote the services of the Agent and/or seek potential clients, and disclose Information (other than personal identifying information) to third parties such as, but not limited to, other real estate businesses, real estate related bodies, valuers, data collection agencies, financial institutions and media organisations; and
 - 22.1.5 the Agent will only disclose Information in the way described above or as otherwise allowed under the Privacy Act 1988 (Cth).
- 22.2 The Agent collects, stores and manages Personal Information in accordance with its own privacy policy and/or practices, including with respect to access to Personal Information held by the Agent, requests for correction of information and handling of any privacy complaints. For more information, the Agent can be contacted at the address and telephone number provided in this Agreement.
- 22.3 For the purposes of this Agreement, "Personal Information" has the same meaning as in the Privacy Act 1988 (Cth).

23. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement.

24. Governing Law

This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.

25. General

If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

26. eConveyancing Conditions

- 26.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties may agree in writing not less than 5 business days before Settlement, to elect that Settlement take place using an Electronic Lodgement Network (Electronic Conveyancing).
- 26.2 If the Settlement is to take place by Electronic Conveyancing in accordance with 26.1 above, the parties hereby agree that they will be bound by the Model Rules for Electronic Conveyancing (Model Rules) as in force at the date of Settlement and available at the REISA website www.reisa.com.au.

INITIALS

REISA Forms – Privacy Collection Statements & Consent

Important note: please read the information below before signing this form. If you do not agree with the conditions below, do not sign this document.

REISA – Privacy Collection Statement & Consent

1. This document has been prepared using the REISA Forms platform (“**Platform**”) provided by the Real Estate Institute of South Australia Limited ACN 642 822 731 (“**REISA**”), which is subject to REISA’s Terms of Use and Privacy Policy available on REISA’s website.
2. The Platform uses products and/or services of third parties that are integrated with the Platform. This includes, without limitation, certain services provided by Land Services SA Operating Pty Ltd (“**LSSA**”).
3. By signing this document, you confirm you have read and understood the information set out on this page and provide informed consent that REISA, LSSA and other third parties whose products and/or services are integrated with the platform 3.1 will have access to data (including personal information) contained in this document; and 3.2 can use and retain such data:
 - (a) to provide and improve their products and/or services associated with the Platform;
 - (b) to create and use de-identified data on an aggregated or non-aggregated (but de-identified) basis as permitted by law, including to provide property information products and reports showing market insights, comparisons and trends in sales figures, rental turnover or property attributes and to deliver tools, reports and products for real estate agencies and other commercial businesses for use in their business; and
 - (c) for any purpose ancillary or associated with the above.

LSSA– Privacy Collection Statement

4. Land Services SA Operating Pty Ltd ACN 618 229 815 (**LSSA**) provides REISA with products and services related to the Platform, and in doing so, collects the information (including personal information) uploaded to the Platform (**Data**). LSSA uses the Data to manage and provide the Platform, and for the further purposes described below.
5. LSSA will also collect, hold, use and disclose this personal information to analyse the Data alone and in combination with other data, to derive insights and analysis. That Data, derived data, insights and analysis will be used to develop, offer and provide data products and services with REISA to real estate institutes, real estate agents and other third parties interested in the residential and commercial property market. The nature of these data products and services will change over time depending on customer needs and preferences, but may include reports available online that summarise property trends (such as trends in rental turnover by suburb, or trends in property sales turnover by suburb). If you would like more information about how LSSA will handle the personal information, how you can seek access or request correction of personal information, how you can complain about LSSA’s handling of personal information and LSSA’s contact details, please visit <https://www.landservices.com.au/privacy>.
6. LSSA will generally disclose this personal information to third parties who provide products and services to LSSA (where disclosure may be necessary to provide such products and services) and where personal information is included in the Data for the products and services described above, to LSSA’s customers of those products and services. Generally, LSSA will not disclose any personal information outside of Australia.
7. If you do not provide LSSA with the personal information requested through the Platform, you may be unable to use the Platform to submit your application, enquiry, request or other matter contemplated by the form.
8. The statement above has been prepared and authorised by LSSA.

Commercial Contract: Execution



EXECUTED AS AN AGREEMENT

Dated this Day of

The signatories below acknowledge and confirm they have read and understood the terms and conditions in this document (including the REISA Forms – Privacy Collection Statements & Consent).

EXECUTION BY VENDOR

SIGNED by the Vendor

Date:

Signature of Vendor

Full name of Vendor

Signature of Witness

Full name of Witness

OR

EXECUTED by

ABN/ACN in accordance
with section 127 of the *Corporations Act 2001*

Date:

Director / Sole Director / Secretary

Full name

Date:

Director / Secretary

Full name

OR

SIGNED by or on behalf of

Date:

by its duly authorised officer in the presence of:

Signature of Witness

Full name of Witness

SIGNED by the Vendor

Date:

Signature of Vendor

Full name of Vendor

Signature of Witness

Full name of Witness

EXECUTED by

ABN/ACN in accordance
with section 127 of the *Corporations Act 2001*

Date:

Director / Sole Director / Secretary

Full name

Date:

Director / Secretary

Full name

Authorised Officer's signature

Full name of Authorised Officer

Position held

INITIALS

Commercial Contract: Terms and Conditions



EXECUTION BY PURCHASER

SIGNED by the Purchaser

Date:

Signature of Purchaser

Full name of Purchaser

Signature of Witness

Full name of Witness

SIGNED by the Purchaser

Date:

Signature of Purchaser

Full name of Purchaser

Signature of Witness

Full name of Witness

OR

EXECUTED by

ABN/ACN in accordance
with section 127 of the *Corporations Act 2001*

Date:

Director / Sole Director / Secretary

Full name

Date:

Director / Secretary

Full name

EXECUTED by

ABN/ACN in accordance
with section 127 of the *Corporations Act 2001*

Date:

Director / Sole Director / Secretary

Full name

Date:

Director / Secretary

Full name

OR

SIGNED by or on behalf of

Date:

by its duly authorised officer in the presence of:

Signature of Witness

Full name of Witness

Authorised Officer's signature

Full name of Authorised Officer

Position held

INITIALS

Commercial Contract: Auction Conditions



VENDOR PLEASE NOTE:-

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

AUCTION CONDITIONS

- ☐ Applicable
- ☐ Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the successful acceptance of the bid.

Note: There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining legal advice and delivering a certificate (section 5 of the Act) to the Agent.

INITIALS