Residential Contract: Schedule

Notice to purchaser:
This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. It is advisable to check section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* regarding any cooling-off rights that you may have and how to exercise them.

1. VENDOR 1: Primary contact: ☑
Legal Entity/ Full Name(s): Baiyi Chen
ABN (if applicable):

VENDOR 2: Primary contact: ☐
Legal Entity/ Full Name(s): Hui Zhou
ABN (if applicable):

VENDOR 3: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable):

VENDOR 4: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable):

Are there additional vendors? ☐ Yes If yes, refer to Annexure - Additional Vendors

VENDOR PRIMARY CONTACT ADDRESS

Street 1: 23 Traminer Way
Street 2:
Suburb: Auldana State: SA Postcode: 5072

2. PURCHASER 1: Primary contact: ☑
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

PURCHASER 2: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

PURCHASER 3: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

PURCHASER 4: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

Are there additional purchasers? ☐ Yes If yes, refer to Annexure - Additional Purchasers

PURCHASER PRIMARY CONTACT ADDRESS

Street 1:
Street 2:
Suburb: State: Postcode:

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Residential Contract: Schedule

3. AGENT: Company Name/Legal Entity: Sinova Real Estate Pty Ltd T/as Sinova Property

Company Representative: Stephen Ong

Street 1: 68 Halifax Street

Street 2:

Suburb: Adelaide State: SA Postcode: 5000

ABN (if applicable): RLA No: RLA293907

Telephone: W: 08 7080 5884 M: 0415 038 880

Email: stephen.ong@sinova.com.au

4. PROPERTY: Street 1: 1B Porter Terrace

Street 2:

Suburb: Rostrevor State: SA Postcode: 5073

Council area: City of Campbelltown

and being the *whole/~~part~~ of the land in Certificate of Title, Volume: 6190 Folio: 669

being *Allotment/~~Section~~/~~Unit~~/~~Lot~~ 492 on ~~*Strata~~/~~Primary~~/~~Community~~/Deposited/~~Filed~~ Plan No. 115221

in the area named Rostrevor in the Hundred of Adelaide

Strata/Community Manager: T: ☑ N/A

Other description of Property:

5. GST

Is the Vendor liable for GST on the Property? ☐ Yes ☑ No

If yes, refer to Annexure: Goods and Services Tax (GST)

Is the Agreement concerning the sale of new residential premises or potential residential land as defined in the GST Law? ☐ Yes ☑ No

If yes, refer to Special Condition - Sale of New Residential Premises or Potential Residential Land.

Note: The response to the previous question, together with the details in the Special Condition - Sale of New Residential Premises or Potential Residential Land, constitutes a Notice under Section 14-255 of the *Tax Administration Act 1953* (Cth)

The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice.

6. PURCHASE PRICE

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

7. DEPOSIT PAYABLE: $

☐ immediately upon signing of this Agreement; or

☐ on the next business day following the expiration of the cooling off period being 2 clear business days following the later date of the execution of the contract and service of the Form 1; or

☑ on or before / / 20 ; or

☐ secured by Guarantee (refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee) ; or

☐ Other (specify)

(* Delete as applicable)

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Residential Contract: Schedule

8. SETTLEMENT DATE

☑ On the _____ day of _____ 20

OR

☐ Within _____ days of the satisfaction of the Special Condition(s) (if any), whichever is the later

Or such other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS: ☐ Not applicable

☑ Built-in furniture ☑ Dishwasher ☑ Window treatments

☑ Fixed floor coverings ☑ Light fittings ☑ Rubbish bins

☐ Other (specify)

☐ Consumer Credit Chattels (specify)

10. EXCLUDED CHATTELS: ☐ Not Applicable ☑ Vendor's; and/or ☐ Tenant's:

☑ Personal effects ☐ Dishwasher ☑ Loose floor coverings

☑ Garden pots and ornaments ☐ Rubbish Bins ☑ Freestanding furniture

☐ Other (specify)

11. EXCEPTIONS: ☑ None Known ☐ Easements ☐ Encumbrances ☐ Rights Of Way ☐ Party Wall Rights

Details Or Any Other Exceptions:

12. TENANCIES: Is sale subject to an existing tenancy? ☐ Yes ☑ No

Managing Agent _____ T. _____

Tenant (Name/s) _____

Term: ☐ Fixed: Commencement Date ___/___/20 End Date ___/___/20

☐ Periodic: Commencement Date ___/___/20

Rent: $ _____ per _____

Payable in advance ☐ Weekly ☐ Fortnightly ☐ Calendar monthly ☐ _____

Bond lodged with Consumer and Business Services: ☐ Yes ☐ No

Amount: $ _____

13. NOTICES AND ORDERS: ☑ None known ☐ Specify

14. KNOWN BREACHES OF ~~STRATA TITLES ACT 1988~~/~~COMMUNITY TITLES ACT 1996~~: ☐ None known ☑ Not applicable

Body Corporate Manager: _____ Telephone: _____

Details of breach:

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Residential Contract: Schedule

15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT: ☑ None known ☐ Specify

16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES: ☑ None known ☐ Specify

17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS ☑ Not Applicable ☐ Not known

☐ Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to pre 1 July 1993 constructed swimming pools.

☐ Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to 1 July 1993 and post 1 July 1993 constructed swimming pools.

☐ Not compliant

☐ Specify details of non-compliance

18. WORKS TO BE CARRIED OUT BY VENDOR: ☑ Not applicable ☐ Specify

19. SPECIAL CONDITIONS: ☐ Not Applicable

Is the sale price of the property $750,000 or more? ☑ Yes ☐ No

If yes, refer to Special Condition - Foreign Resident Withholding Regime

Is the sale Subject to Finance? ☐ Yes ☑ No

If yes, refer to Annexure: Special Condition - Sale Subject to Finance

Is the sale Subject to Sale and Settlement of Purchaser's Property? ☐ Yes ☑ No

If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property

Is the sale Subject to Settlement of Purchaser's Property? ☐ Yes ☑ No

If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property

Is the sale subject to any other Special Condition? ☐ Yes ☑ No

If yes, refer to Annexure

20. FURTHER TERMS OF SALE: ☑ Not Applicable

Will the Purchaser provide a guarantee in lieu of paying a deposit? ☐ Yes ☐ No

If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee

Is the sale subject to any other Further Term of Sale ☐ Yes ☐ No

If yes, refer to Annexure OR

☐ As described below

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

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 Purchase Price of the Property is $750,000 or more and 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.

For Information Only - This Annexure MUST BE USED for any contract of sale executed on or after 1 July 2017 that is sold at or above $750,000

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2017

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* as amended;
2.1.2 "Agent" means the person or entity 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, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to which the Property is sold subject to;
2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;
2.1.11 "Further Terms" means the terms specified in Item 20 of the Schedule;
2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
2.1.13 "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;
2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
2.1.15 "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable to the use by any third party of the Property;
2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;
2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:
(a) the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and
(b) any improvements and fixtures and fittings; and
(c) the Included Chattels;
2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;
2.1.20 "Revenue SA Workspace" means the online portal and workspace made available by the Commissioner for conveyancing practitioners to provide details of Reportable Transactions as described in clause 25.
2.1.21 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
2.1.22 "Settlement Date" means the date specified in Item 8 of the Schedule;
2.1.23 "Special Condition" means a special condition set out in or annexed to this Agreement;
2.1.24 "Tenancies" means any tenancy specified in Item 12 of the Schedule;
2.1.25 "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 title to the Property to the Purchaser;
2.1.26 "Vendor" means the person or entity specified in Item 1 of the Schedule;
2.1.27 "Works" means the items specified in Item 18 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 in 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.

4. **Prior to Settlement**

4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:
4.1.1 a Transfer; and
4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.
4.2 In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises the Vendor to prepare the Transfer at the Purchaser's expense.
4.3 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques required at Settlement Date.

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Contract:
Terms and Conditions

4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.

5. Settlement

5.1 Unless otherwise agreed, Settlement must occur in accordance with Clause 24 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 documents required to transfer title to the Property to the Purchaser.

5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.

5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):

5.4.1 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;

5.4.2 land tax will be adjusted on a single holding basis;

5.4.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.

5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the *Land Tax Act 1936* (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.

5.4.5 The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of increasing the land tax payable by the Purchaser.

5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:

(a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and

(b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death,

failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.

5.4.7 In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:

(a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged; and

(b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.

5.5 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.

5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.

6. Vacant Possession

6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.

6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:

6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;

6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;

6.2.3 delivering all keys and security devices to the Property to the Purchaser.

7. Title and Risk

7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;

7.2 the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.

7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.

8. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

8.1 The following further adjustments between the parties shall be made:

8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and

8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.

8.2 The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.

8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

8.4 If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property 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 the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:

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 demands, orders or requisitions relating to the Property;

10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;

10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;

10.5 where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;

10.6 since becoming the registered proprietor of the Property, 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

13.1 The parties agree to comply with the Further Terms (if any).

13.2 In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent 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:

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, clauses 15.10 and 15.11 will apply; or

14.5.2 if the Vendor is in default, clause 16.2 will apply

15. Purchaser's Default

15.1 If for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), 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 The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default.

15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.

15.4 A Notice of Default under clause 15.3:

15.4.1 may be given at any time after the occurrence of the default;

15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement will automatically terminate.

15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion").

15.6 The Notice of Completion must appoint a time for Settlement (with a minimum ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Contract:
Terms and Conditions

15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.
15.8 A Notice of Completion can be given more than once.
15.9 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.
15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option):
15.10.1 retain the Property; or
15.10.2 resell the Property; and
in either event sue the Purchaser for damages for breach of contract.
15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:
15.11.1 the Purchaser will forthwith be required to pay to the Vendor:
(a) any deficiency between the Purchase Price and the price obtained upon reselling the Property; and
(b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and
15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.
15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings 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 such time as 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 Purchase 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 Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clauses 15, 16, 24 and 25.

18. Goods and Services Tax (GST)

If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous

19.1 Notices under this Agreement:
19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
19.1.2 may be served:
(a) by being left at the last known residence or place of business of the intended recipient; or
(b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
(c) by email to the email address of a party or a party's representative as provided in this Agreement.
19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
19.1.5 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.
19.2 No Merger
The provisions of this Agreement shall not merge upon Settlement.
19.3 Cheques
19.3.1 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.
19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account
19.4 Costs
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.
19.5 Date of this Agreement
The date of this Agreement is the date on which the last of the parties executes it.
19.6 Legal Capacity of Purchaser
19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.
19.6.2 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 and any breach of this clause entitles the Vendor to terminate.

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Contract:
Terms and Conditions

20. Privacy Act 1988

20.1 The parties agree and acknowledge that the Agent uses personal information collected from the Purchaser and Vendor to act as the Vendor's agent and to perform their obligations under this Agreement.

20.2 The Agent may disclose this information to other parties including conveyancers, connection services, legal advisers, financial institutions and government bodies.

20.3 The Agent will only disclose information in the way described in clause 20.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.

20.4 If the Vendor or Purchaser would like to access this information or correct or update this information, they can do so by contacting the Agent at the address and telephone number provided in this Agreement.

21. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).

22. 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.

23. 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.

24. eConveyancing Conditions

24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties agree that Settlement will take place using an Electronic Lodgement Network (Electronic Conveyancing), in accordance with the *Electronic Conveyancing National Law (South Australia) Act* 2013 (**ECNL**), and Participation Rules for Electronic Conveyancing determined by the Registrar-General in accordance with Section 23 of the ECNL (**Participation Rules**) unless:

24.1.1 Lodgement of instruments under this Agreement (in whole or in part) are not eligible to be lodged electronically in accordance with the ECNL and the Participation Rules, or any other directions or requirements issued from time to time by the Registrar General or the Land Registry;

24.1.2 Either party gives a valid notice that Settlement will not be completed by Electronic Conveyancing.

24.2 The parties acknowledge and agree that it is the Purchaser's right to nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Agreement, and the Vendor agrees to accept and use the same ELNO in circumstances where:

24.2.1 the settlement under this Agreement must be an Electronic Conveyance; and

24.2.2 the Participation Rules do not permit interoperability between two or more approved ELNOs.

24.3 To the extent the Participation Rules and the Operating Requirements determined by the Registrar-General in accordance with Section 22 of the ECNL (**Operating Requirements**) permit interoperability between two or more ELNOs, then either party may select and use their own approved ELNO for the Electronic Conveyance.

24.4 To the extent the Participation Rules and Operating Requirements do not permit interoperability between two or more ELNOs:

24.4.1 the Purchaser shall nominate an approved ELNO within 10 Business Days of the date of this Agreement or within 2 Business Days of receiving a request from the Vendor as to the ELNO nomination; and

24.4.2 failing the Purchaser making a nomination within such 2 Business Day period of receiving the Vendor's request then the Vendor may nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Contract.

24.5 The Vendor must within 14 Business Days of the date of this Agreement:

24.5.1 create an Electronic Workspace;

24.5.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and

24.5.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.

24.6 The Purchaser must:

24.6.1 accept the Vendor's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;

24.6.2 populate the Electronic Workspace with the required particulars relating to the sale of the Property; and

24.6.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.

24.7 If the Vendor does not comply with clause 24.5 the Purchaser may:

24.7.1 create an Electronic Workspace;

24.7.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and

24.7.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace; and

24.7.3 the Vendor must:

(a) accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;

(b) populate the Electronic Workspace with the required particulars relating to the sale of the Property; and

(c) invite the Vendor's mortgagee (if any) to join the Electronic Workspace.

24.8 The Electronic Workspace is an electronic address for the service of notices and for written communications for the purposes of the ECNL and any electronic transaction legislation.

24.9 Settlement occurs under this clause 24 when the Electronic Workspace records that:

24.9.1 The exchange of funds between financial institutions in accordance with the instructions of the parties has occurred; or

24.9.2 If there is no exchange of funds or other value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted by the Registrar General for electronic lodgement.

24.10 The parties must agree in writing on a method, time and place for delivery or exchange of any documents relating to the sale that cannot be delivered or exchanged using the Electronic Workspace. If the parties cannot agree, the party who holds the documents holds them in escrow for the benefit of the party who is entitled to them and the party holding the documents must deliver the documents as reasonably directed by the person entitled to them immediately after Settlement.

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Contract:
Terms and Conditions

24.11 If by reason of an electronic or computer system failure of any of the Land Registry, the Reserve Bank of Australia or the ELNO Settlement does not occur on the Settlement Date, the failure to settle does not constitute a breach or default by either party under this Agreement, and the parties will do all things reasonably necessary to complete settlement as an Electronic Conveyance on the next Business Day or such other date as the parties may agree or if Settlement is not able to be completed as an Electronic Settlement by reason of the failure of the electronic or computer systems of the Land Registry and only if the Electronic Workspace allows, the parties by agreement may elect to proceed with a financial settlement notwithstanding that settlement cannot be completed as an Electronic Conveyance, and do all other things necessary to complete Settlement.

25. Commonwealth Reporting

25.1 Reportable Transactions

The parties acknowledge and agree that:

25.1.1 the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and

25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.

25.2 Creation of RevenueSA Workspace

25.2.1 The Purchaser must at least 7 Business Days prior to the Settlement Date:

(a) create a RevenueSA Workspace;

(b) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and

(c) invite the Vendor to join the RevenueSA Workspace.

25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:

(a) create a RevenueSA Workspace;

(b) accept the Purchaser's invitation to join the RevenueSA Workspace; and

(c) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other particulars that may be required for the relevant Reportable Transaction.

25.2.3 Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.2 the Purchaser may at any time before settlement:

(a) populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or

(b) if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

26. Electronic Communications

The parties to this contract each consent to either of them or their representatives signing the contract and any notices or documents under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this contract and any notices or documents under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Contract: Execution

EXECUTED AS AN AGREEMENT

Signed by or on behalf of Purchaser 1 Date:

Purchaser Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Purchaser 2 Date:

Purchaser Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Purchaser 3 Date:

Purchaser Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Purchaser 4 Date:

Purchaser Name

in the presence of: Date:

Witness Name

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Contract: Execution Page

EXECUTED AS AN AGREEMENT

Signed by or on behalf of Vendor 1 Date:

Vendor Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Vendor 2 Date:

Vendor Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Vendor 3 Date:

Vendor Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Vendor 4 Date:

Vendor Name

in the presence of: Date:

Witness Name

Vendor / Purchaser 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 highest successful acceptance of the bid above the reserve.

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 independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: *www.cbs.sa.gov.au*

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.