

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents PO Box 379, MIRANDA NSW 1490	Phone: 02 9525 4666 Fax: 02 9525 4699 Ref: Troy Cleary E: troy@pulseproperty.com.au
co-agent		
vendor	Andrew Clarendon Hyde and Ashleigh Paige Hadenham Unit 203/1 Dune Walk, Woollooware, NSW 2230	
vendor's solicitor	Generation Legal c/- GPO Box 4079, Sydney, NSW 2001	Phone: 02 8014 5885 Fax: 02 8076 3440 Ref: HH:180465 E: hayley@generationlegal.com.au
date for completion land (address, plan details and title reference)	12 weeks after the date of this contract Unit 203/1 Dune Walk, Woollooware, New South Wales 2230 Registered Plan: Lot 153 Plan SP 93298 Folio Identifier 153/SP93298	(clause 15)

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space
☐ none ☐ other:
 attached copies ☐ documents in the List of Documents as marked ~~or as numbered:~~
☐ other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: microwave, clothes washing machine
exclusions	
purchaser	
purchaser's solicitor	
price	\$ _____
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$ _____
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$ _____

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes
Proposed electronic transaction (clause 30) ☐ no ☐ YES

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
 This sale is not a taxable supply because (one or more of the following may apply) the sale is:
☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
☐ GST-free because the sale is the supply of a going concern under section 38-325
☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment* (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input checked="" type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input checked="" type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

BCS Strata Management Pty Ltd

Locked Bag 22, HAYMARKET NSW 1238

Phone: 02 8216 0397

bcs_sydney@bcssm.com.au

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Unit 203/1 Dune Walk, Woollooware**, from **Andrew Clarendon Hyde and Ashleigh Paige Hadenham** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Andrew Clarendon Hyde and Ashleigh Paige Hadenham** and am not employed in the legal practice of a solicitor acting for **Andrew Clarendon Hyde and Ashleigh Paige Hadenham** nor am I a member or employee of a firm of which a solicitor acting for **Andrew Clarendon Hyde and Ashleigh Paige Hadenham** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

SPECIAL CONDITIONS referred to in Contract dated

2018

BETWEEN **ANDREW CLARENDON HYDE & ASHLEIGH PAIGE HADENHAM** as Vendor

AND

as Purchaser

for the sale of **Unit 203 / 1 Dune Walk, Woollooware NSW 2230** ("the Property")

32. INCONSISTENCY

These Special Conditions apply notwithstanding anything to the contrary expressed elsewhere in this contract or in any attachment or annexure hereto.

33. AMENDMENTS TO STANDARD FORM CONTRACT

The standard printed conditions of the Contract for the Sale and Purchase of Land 2018 Edition (the "Printed Conditions") to which these Special Conditions are attached are amended as follows:

- (a) Clause 4.1 is amended by deleting the word "Normally";
- (b) Clause 7.1.1 is amended by deleting the words "5% of the price" and inserting the words "one dollar";
- (c) Clause 8.1.1 is amended by deleting the words "on reasonable grounds";
- (d) Clause 8.1.2 is amended by deleting the words "and those grounds";
- (e) The word "substance" appearing in Clauses 10.1.8 and 10.1.9 is replaced with the word "existence".
- (f) Clause 16.5 is amended by deleting the words "plus another 20% of that fee".
- (g) Clause 16.8 is deleted;
- (h) Clause 22.2 is amended by adding the words, "and the Purchaser indemnifies the Vendor and must compensate the Vendor for any and all consequential loss of profit, damage, penalty, fine, or legal costs, incurred by the Vendor as a result of that breach"; and
- (i) Clause 22 is amended by adding the following sub-Clause 22.3, "The provisions of this Clause 22 will not merge on completion of this Contract."

34. REPRESENTATIONS AND WARRANTIES

The Purchaser acknowledges that in entering into this Contract they have not relied on any statement, representation, warranty or condition relating in any way whatsoever to the Property made or given by the Vendor or by any person, firm or corporation on the Vendor's behalf other than such statements, representations, warranties and conditions contained in this Contract and subject thereto the Purchaser will make no objection, requisition or claim for compensation in respect of any latent defects in the property.

35. VENDOR DISCLOSURE

- 35.1 The Purchaser acknowledges that all matters disclosed or described in this Contract are specifically disclosed and clearly described.
- 35.2 The vendor does not warrant the accuracy or completeness of the documents attached to this Contract or the matters set out in those documents.
- 35.3 The Purchaser warrants that it is relying entirely on its own enquiries in relation to the documents attached to this Contract and the matters set out in those documents.
- 35.4 The purchaser cannot make any Claim or requisition or rescind or terminate because:
 - (a) of any matter disclosed or described in this Contract; or
 - (b) any document attached to this Contract is incomplete or inaccurate.

36. PRESENT CONDITION

- 36.1 Subject only to the Purchaser's rights (if any) under Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 the Purchaser will accept the land with all improvements including fencing; and all furnishings and chattels (if any), in the condition and state of repair as it stands with all faults whether latent or patent as at the date of this Contract and will not make any objection requisition or claim for compensation in respect thereof, and the Vendor will not in any circumstance be required to carry out any work on the land or improvements (including without limitation any fencing work or the furnishings or chattels).
- 36.2 The Purchaser purchases the property subject to and will not make any objection, requisition or claim for compensation nor be entitled to rescind or terminate or delay completion of this Contract by reason of the property being affected by any one or more of the following:

- (a) any stormwater channels, drains, pipes, mains, or other installations on or passing over or under the property;
- (b) any of the fences not being on the correct boundary lines and/or being the subject of any contract or order of any Land Board or Court or other competent authority; and/or
- (c) roads or reservations for roads traversing the property including the location and area thereof and any discrepancy from their location noted on the title deed.

36.3 The Purchaser acknowledges that they are purchasing the property:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- (f) subject to any stormwater channels, drains, pipes, mains, or other installations on or passing over or under the property;
- (g) subject to any of the fences not being on the correct boundary lines and/or being the subject of any contract or order of any Land Board or Court or other competent authority; and/or
- (h) subject to roads or reservations for roads traversing the property including the location and area thereof and any discrepancy from their location noted on the title deed.

36.4 The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this Special Condition.

37. BUILDING CERTIFICATE

The Purchaser acknowledges and agrees that:

- (a) If a building certificate is not attached to this Contract, the Vendor does not hold a building certificate in respect of the property.
- (b) Despite Clause 11 of the Printed Conditions, if the Purchaser applies for a building certificate before completion and the Council makes a *work order*; refuses to issue the certificate for any reason; or informs the Purchaser of work to be done before it will issue the certificate, then:
 - (1) the Purchaser must not require the Vendor to comply with the *work order*, remedy the reason, or do the work; and
 - (2) the Purchaser must not make a requisition, objection, claim, or delay completion or attempt to rescind or terminate because of any matter referred to in or arising out of this Special Condition.

38. WORK ORDERS

If the Council issues a *work order* on or after the contract date then the provisions of Special Condition 37(b)(1)&(2) above will apply.

39. DEATH OR INCAPACITY

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract will be at an end and the provisions of Clause 19 of the Printed Conditions will apply.

40. NOTICE TO COMPLETE

- 40.1 Completion will take place in accordance with the date stated in this Contract and if Completion has not been effected on or before such date either party, not being in default under this Contract, may give to the other party fourteen (14) days' notice in writing to complete and making time of the essence of this Contract. The party to whom such notice is given will not be entitled to object to the sufficiency or adequacy of the period of such notice.
- 40.2 The Purchaser will pay on Completion the sum of \$150.00 plus GST for each cancellation if the Purchaser cancels settlement after appropriate arrangements have been made.

- 40.3 If the Vendor becomes entitled to issue a notice to complete and the Vendor's solicitor issues such notice then upon Completion the Purchaser must pay an amount of \$200.00 plus GST representing the Vendor's legal costs of the issue of such notice.

41. LATE COMPLETION

- 41.1 If as a result of the default of the Purchaser completion of this Contract does not take place by the Completion date then:

- (a) Without prejudice and in addition to any other remedies available to the Vendor the Purchaser will pay liquidated damages to the Vendor on completion or termination, whichever occurs first.
- (b) The liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of 8% per annum from and including the Completion date as defined in the Printed Conditions up to and including the actual day of completion or termination, whichever occurs first.

- 41.2 The liquidated damages payable under this Special Condition are agreed by the parties to be a genuine pre-estimate of the Vendor's actual damages.

- 41.3 The obligation of the Purchase to pay interest under this Special Condition is an essential term of this Contract and the Purchaser will not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion.

42. CLAIMS FOR COMPENSATION

Despite any other provision in the Printed Conditions or in these Special Conditions, the parties expressly agree that any claim by the Purchaser for compensation will be deemed to be an objection or requisition for the purpose of Clause 8 of the Printed Conditions.

43. REQUISITIONS ON TITLE

The Purchaser agrees that the form of Requisitions on Title annexed to this Contract are the only form of general requisitions that it is entitled to make under Clause 5 (although this does not limit the right of the Purchaser to make further specific requisitions).

44. AGENT WARRANTY AND INDEMNITY

The Purchaser warrants that they were not introduced to the Vendor or to the property by or through any Real Estate Agent other than the Vendor's Agent referred to in this Contract, if any, and will indemnify and hold harmless the Vendor against any liability for commission which will become payable by the Vendor to any Real Estate Agent other than the Vendor's Agent as a consequence of a breach of this warranty and the terms of this Special Condition will not merge on completion of this Contract.

45. WATER USAGE

The Purchaser may at their own expense arrange to have a meter reading undertaken by the relevant water authority to ascertain water usage up to the date of completion and the Vendor will pay for such water usage to the date of Completion or to the date of occupation of the Property by the Purchaser. In the alternative, the Vendor and the Purchaser agree to adjust the water usage charges on the basis of an estimate of water usage charges in accordance with the average daily consumption as advised by the relevant water authority and such adjustment will be final and conclusive and no further adjustment of water usage charges will take place after Completion.

46. CORRECTION OF ERROR IN ADJUSTMENTS AT COMPLETION

The parties agree to adjust all usual rates and outgoings under the Contract on completion, however, if any amount is incorrectly calculated or overlooked the parties agree to correct such error and for the party to be reimbursed to be paid the amount to be reimbursed within seven (7) working days of receipt of written notification from the party entitled to reimbursements. The provisions of this Special Condition will not merge on completion of this Contract.

47. RELEASE OF DEPOSIT

47.1 The Purchaser agrees and acknowledges that by their execution of this Contract they irrevocably authorise the Vendor's agent to release to the Vendor such part of the deposit moneys as the Vendor will require to use for the purpose of:

- (a) a deposit any piece of real estate that the Vendor negotiates to purchase between the date hereof and the date of settlement hereof; or
- (b) as stamp duty on the contract for the real estate being purchased by the Vendor.

47.2 The Vendor agrees that upon release of the deposit in accordance with the terms of this Special Condition such deposit will be paid only to the trust account of an Estate

Agent or Solicitor or to the Office of State Revenue and will not be further released without the consent of the Purchaser

48. DEPOSIT BOND / BANK GUARANTEE

- 48.1 If the Vendor so approves the Purchaser may secure a payment of the deposit by delivering a Deposit Bond or Bank Guarantee ("Bond") in a form acceptable to the Vendor on or before the date of this Contract, in which case, the following provisions of this Special Condition 48 will apply.
- 48.2 On completion of this Contract, the Purchaser must pay to the Vendor, in addition to all other monies payable under this Contract, the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.
- 48.3 If the Vendor serves a notice of termination of this Contract on the Purchaser then, to the extent the amount specified in the Bond has not already been paid by the party granting the Bond to the Purchaser, the Purchaser will forthwith pay the deposit (or so much thereof as has not been paid) to the Vendor.
- 48.4 The Vendor acknowledges that payment to them by the grantor of the Bond under the Bond will, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under Special Condition 47.3.

49. DEPOSIT BY INSTALMENTS

- 49.1 Despite any other provision of this Contract, if the parties agree that the deposit of 10% of the purchase price ("the Deposit") will be paid by instalments, then the Deposit will be paid in the following manner:
- (a) 5% of the purchase price upon exchange of Contract ("the First Instalment"); and
 - (b) 5% of the purchase price ("the Second Instalment") upon completion of the Contract or upon default by the Purchaser entitling the Vendor to forfeit the deposit, whichever is the earlier event.
- 49.2 Time is of the essence in relation to the payment of the Deposit.
- 49.3 If the Purchaser fails to pay the Second Instalment pursuant to Special Condition 49.1(a)(b) above then, in addition to any other remedies, the Vendor will be entitled to sue the Purchaser for the Second Instalment as a liquidated debt.

- (a) Despite Clause 2.9 of the Printed Conditions, the parties agree that if the deposit is paid by instalments in accordance with this Special Condition, any interest earned on the First Instalment will be paid solely to the Vendor.

50. GUARANTEE AND INDEMNITY

50.1 If the Purchaser of the Property is a company, the officers or persons who sign this Contract on behalf of the company or who attest the seal of the company on this Contract:

- (a) jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the Purchaser Price; and
- (b) jointly and separately indemnify the Vendor for any default of the Purchaser under this Contract.

50.2 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of the Contract between the Vendor and the Purchaser.

SIGNED BY THE GUARANTOR)

In the presence of:)

.....
Signature of Witness

.....
Signature of Guarantor

.....
Print Name of Witness

.....
Print Name of Guarantor

SIGNED BY THE GUARANTOR)

In the presence of:)

.....
Signature of Witness

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Signature of Guarantor

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Print Name of Witness

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Print Name of Guarantor