



Rural Contract: Schedule

1. **VENDOR (Land):** Name(s): ADELAIDE HILLS COUNCIL PURSUANT TO s184 OF THE LOCAL GOVERNMENT ACT 1999

Primary Contact: Given Name(s): ANN-MARIE Surname: PUTLAND

Street: PO BOX 44

Suburb: WOODSIDE State: SA Postcode: 5244

ABN (if applicable): 23 955 071 393

Telephone: W: 8408 0446

M:

H:

F:

Email: aputland@ahc.sa.gov.au

2. **PURCHASER:** Name(s):

Primary Contact: Given Name(s): Surname:

Street:

Suburb: State: Postcode:

ABN (if applicable):

Telephone:

W:

M:

F:

H:

Email:

3. **AGENT:** Company Name/Legal Entity: Brenton Ward Real Estate

Company Representative: Brenton Ward

Street: 76 Hewitt Avenue

Suburb: Rose Park State: SA Postcode: 5067

ABN (if applicable): 57501064871

RLA No: 122299

Telephone: W: 0412 348 212

M: 0412 348 212

F:

Email: brenton@brentonward.com.au

4. **PROPERTY:** Street: LOT 174 ISAAC ROAD

Suburb: CUDLEE CREEK State: SA Postcode: 5232

LH/FH	If LH, Class No.	Section / Block	Hundred	Area	Register Bk Vol/Folio
FH		174 & 175	TALUNGA	91.40	6116/177
FH		174 & 175	TALUNGA	91.40	6116/178

Refer to Annexure for further description of Property

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 18.5 will apply.

4. Is the Property being sold as a "going concern"? ☐ Yes ☒ No

If Yes, clause 18.6 will apply.

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

INITIALS



Rural Contract: Schedule

6. PURCHASE PRICE:

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

7. PRICE BREAKDOWN: Note: Value of Water Allocation shall be \$1.00 unless stated otherwise.

The Land	\$
Plant and Equipment	\$
Sundries	\$
Water Allocation	\$
GST (if applicable)	\$
TOTAL	\$

8. DEPOSIT:

\$

- ☐ 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 / / 20 OR
- ☐ secured by Guarantee (pursuant to Annexure – Provision of Deposit by way of Guarantee)
- ☐ Other (specify)

9. SETTLEMENT DATE:

- ☒ On the 22nd day of November 2019
- 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

10A. INCLUDED PLANT AND EQUIPMENT:

☐ Not applicable ☐ As attached ☒ 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

REFER ANNEXURE

10B. EXCLUDED PLANT AND EQUIPMENT

☐ Not applicable ☐ As attached ☒ As described below:

Excluded Plant, Equipment, Fixtures and Fittings

Excluded from the sale

REFER ANNEXURE

11. SUNDRIES:

INITIALS



Rural Contract: Schedule

12. EXCEPTIONS: ☒ None Known ☐ Easements ☐ Encumbrances ☐ Rights Of Way ☐ Party Wall Rights

Details Or Any Other Exceptions:

13. INCLUDED CHATTELS: ☐ Not applicable ☐ As attached ☒ As described below:

- ALL:**
- | | |
|--|---|
| <input type="checkbox"/> Built-in furniture | <input type="checkbox"/> Window treatments and fittings |
| <input type="checkbox"/> Fixed floor coverings | <input type="checkbox"/> Light fittings |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Rubbish bins |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> All communication aerials |
| <input type="checkbox"/> Other (specify): | |

REFER ANNEXURE

Included Consumer Credit Chattels:

REFER ANNEXURE

14. EXCLUDED CHATTELS: ☐ Not applicable ☐ As attached ☒ As described below:

- | | |
|--|--|
| <input type="checkbox"/> Vendor's; and/or | <input type="checkbox"/> Occupier's: |
| <input type="checkbox"/> Personal effects and chattels | <input type="checkbox"/> Loose floor coverings |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garden pots and ornaments |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Rubbish bins |
| <input type="checkbox"/> Other (specify): | |

REFER ANNEXURE

15. NOTICES AND ORDERS: ☒ None Known

☐ Specify

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

INITIALS



Rural Contract: Schedule

18. SPECIAL CONDITIONS

- ☐ Subject to Finance – Refer Annexure
- ☐ Subject to Sale and Settlement of Purchaser's property – Refer Annexure
- ☐ Subject to Settlement of Purchaser's property – Refer Annexure
- ☐ Subject to Transfer of Water Allocation – Refer Annexure
- ☐ Subject to the Foreign Resident Withholding Regime – Refer Annexure
- ☐ Other Special Conditions – Refer Annexure
- ☐ Provision of Deposit by way of Guarantee – Refer Annexure

19. FURTHER TERMS OF SALE

- ☐ Not applicable
- ☒ As detailed below

REFER ANNEXURE

INITIALS



Rural 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 organisation specified in Item 3 of the Schedule;
- 2.1.3 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
- 2.1.4 "Consumer Credit Chattels" means the items under consumer contract or contract for the sale of goods by instalment, subject to a consumer mortgage, on hire or lease (not being a consumer contract) or subject to a bill of sale;
- 2.1.5 "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;
- 2.1.6 "Deposit" means the sum of money specified in Item 8 of the Schedule;
- 2.1.7 "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 12 of the Schedule;
- 2.1.8 "Excluded Chattels" means the items specified in Item 14 of the Schedule;
- 2.1.9 "Excluded Plant and Equipment" means the items specified in Item 10B of the Schedule;
- 2.1.10 "Further Terms" means the terms specified in Item 19 of the Schedule;
- 2.1.11 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.12 "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;
- 2.1.13 "Included Chattels" means the items specified in Item 13 of the Schedule;
- 2.1.14 "Included Plant and Equipment" means the items specified in Item 10A of the Schedule;
- 2.1.15 "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;
- 2.1.16 "Land" means the land specified in Item 4 of the Schedule;
- 2.1.17 "Livestock" means the stock type and numbers of stock on the Property at the date of this Agreement or as otherwise permitted by clause 8.2;
- 2.1.18 "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;
- 2.1.19 "Property" means the Land together with the 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;
- 2.1.20 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.21 "Purchaser" means the person or organisation specified in Item 2 of the Schedule;
- 2.1.22 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.23 "Settlement Date" means the date specified in Item 9 of the Schedule;
- 2.1.24 "Special Condition" means a special condition set out in Item 18 of the Schedule or attached to this Agreement;
- 2.1.25 "Statutory Amount" means the amount of a deposit the Vendor can retain if the Purchaser gives notice under section 5 of the Act;
- 2.1.26 "Sundries" means the items specified in Item 11 of the Schedule;
- 2.1.27 "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);
- 2.1.28 "Vendor" means the person or organisation specified in Item 1 and Item 18 (if applicable) of the Schedule and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Vendor;
- 2.1.29 "Water Allocation" means the allocation specified in Item 7 of the Schedule and referred to in Item 18 of the Schedule – Subject to Transfer of Water Allocation (if applicable).
- 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

Rural 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 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, 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.
- 5.4 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. Value of Plant and Equipment

The purchase price of the Plant and Equipment (including, if applicable, the Encumbered Plant and Equipment, for Unencumbered Transfer) shall be its depreciated value as at the Settlement Date based upon its historical cost to the Vendor and as allowed for income tax purposes by any relevant legislation including the *Income Tax Assessment Act 1936* (as amended).

7. 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:

- 7.1 the removal of the Excluded Chattels and Excluded Plant and Equipment and making good any damage arising from that removal;
- 7.2 giving possession of the Included Chattels and Included Plant and Equipment;
- 7.3 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;
- 7.4 delivering all keys and security devices to the Property to the Purchaser.

8. Title and Risk

- 8.1 From the date of this Agreement to the Settlement Date 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.
- 8.2 Notwithstanding clause 8.1 the Vendor must farm, graze and manage the Property, and generally maintain the Property in a proper manner so as to maintain its condition as at the date of this Agreement. In particular, the Vendor must not at any time between the date of this Agreement and Settlement, graze on the Land any greater numbers of Livestock of any class or description than are grazing on the Land at the date of this Agreement other than by way of natural increase.
- 8.3 The Vendor gives no warranty that the Property is free from any contamination or disease except as set out in the Schedule or that the Property is suitable for the purpose for which the Purchaser intends to use the Property.
- 8.4 The Certificate of Title will be conclusive evidence of the Vendor's title.

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 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

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

INITIALS



Rural Contract: Terms and Conditions

14. Special Conditions

- 14.1 This Agreement is subject to the satisfaction of the Special Conditions. The party required to comply with a Special Condition must use its best endeavours to do so.
- 14.2 If a Special Condition is not complied with before the date specified (or if not specified, within twenty one (21) days of the date of this Agreement) then:
 - 14.2.1 if the failure to comply is not the fault of one of the parties, either party can terminate this Agreement by giving written notice to the other. At this time, all monies must be re-paid and all rights and liabilities will cease (except for any preexisting breach or default). If the Purchaser has waived a condition in writing, then it has no right to terminate; or
 - 14.2.2 if the failure to comply is the fault of one of the parties, the other party can terminate this Agreement by giving written notice to the other. If the Vendor is in default all monies must be repaid to the Purchaser. If the Purchaser is in default, clause 15 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, 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, the Deposit (up to the Statutory Amount) 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

- 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 18.5 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
 - 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.

INITIALS



Rural Contract: Terms and Conditions

- 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 If the Property is input taxed because it is residential premises to be used predominantly for residential accommodation then the Purchaser warrants that the Property shall be used predominantly for residential accommodation within the meaning of the GST Law.
- 18.4 Clause 18.1 to 18.3 (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.
- 18.5 **Margin Scheme** *(strike out if not applicable)*
- 18.5.1 Any person who becomes the Vendor or Purchaser under this Agreement hereby acknowledges and agrees 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 18.5.2, the following provisions will apply:
- 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 seven (7) days prior to Settlement.
 - Unless otherwise agreed, the Purchaser shall bear all reasonable costs and expenses of the valuation referred to in clause 18.5.1(a).
 - 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 18.5.1(a); and
 (B) R is the rate at which GST is imposed at that time.
 - The Purchaser acknowledges that it shall not be entitled to claim any input tax credit for any amount of GST as calculated under clause 18.5.1(c) that the Purchaser pays to or reimburses to the Vendor.
 - 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 18.1.3 of this Agreement (less any amount of GST already paid by the Purchaser (if any) pursuant to paragraph 18.5.1(d)), 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.
- 18.5.2 The parties agree that in the event that the Vendor acquired the Property using the margin scheme, clauses 18.5.1(a) and 18.5.1(b) will have no effect, clauses 18.5.1(d) and 18.5.1(e) shall continue to apply and clause 18.5.1(c) 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.
- 18.5.3 The provisions of this clause will survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.
- 18.6 **Sale of Farm as a Going Concern** *(strike out if not applicable)*
- 18.6.1 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 the sale is GST free.
- 18.6.2 The Purchaser warrants that it is registered under the GST Law.
- 18.6.3 The Vendor undertakes to carry on the farming of the Property until settlement.
- 18.6.4 If for any reason the sale of the Property under this Agreement is not GST free as contemplated by clause 18.6.1, 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 18.1.4 including any penalties incurred by the Vendor under GST Law.
- 18.6.5 If the Vendor incurs any penalties under the GST Law because the sale of the Property under this Agreement has been treated by the parties as being GST free, then:
- 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;
 - 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 on demand;
 - in any other case, the penalties shall be borne by the parties equally and any amount of penalties and/or interest that is to be borne by the Purchaser shall be payable to the Vendor on demand.
- OR
- 18.7 **Going Concern Not to Apply** *(strike out if not applicable)*
- The Vendor and the Purchaser acknowledge that the sale 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.
- OR
- 18.8 **Farm Land Supplied for Farming** *(strike out if not applicable)*
- 18.8.1 The Vendor and the Purchaser mutually agree that the supply of the Land under or in connection with this Agreement is the supply by the Vendor to the Purchaser of the Land within the meaning of section 38-480 of the GST Law and that the supply is GST free.
- 18.8.2 The Purchaser warrants that the recipient of the supply intends that a farming business be carried on, on the Land within the meaning of the GST Law.
- 18.8.3 If for any reason the supply of the Land under this Agreement is not GST free as contemplated by 18.8.1, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the supply of the Land, an amount calculated in the manner specified in clause 18.1.4 including any penalties and/or interest incurred by the Vendor under the GST Law.

INITIALS



Rural Contract: Terms and Conditions

- 18.8.4 If the Vendor incurs any penalties and/or interest under the GST Law because the supply of the Land under this Agreement has been treated by the parties as being GST free then:
- if the reason for the supply 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;
 - if the reason for the supply 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;
 - in any 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.
- 18.8.5 This condition shall survive settlement and any termination of this Agreement by either the Vendor or the Purchaser.

19. Miscellaneous

19.1 Notices

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:

- by being left at the last known residence or place of business of the intended recipient; or
- by being sent by ordinary post in a pre-paid envelope to the address of the party set out 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; 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.

19.2 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 or by bank cheque.

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.

20. Privacy Act 1988

20.1 By executing this Agreement, the parties expressly agree and acknowledge that the Agent will use the parties' personal information and any other relevant information about the parties and/or the Property ("the Information") to act as the Vendor's agent and to perform its obligations for the Vendor.

20.2 By executing this Agreement, the parties expressly agree and acknowledge that the Agent may;

20.2.1 use the Information to promote the services of the Agent and/or seek potential clients;

20.2.2 disclose the Information to third parties including potential purchasers, media organisations, conveyancers, legal advisers, financial institutions and government bodies where such disclosure is required to enable the Agent to perform its duties under this Agreement, or as specified above, or as otherwise permitted under the *Privacy Act 1988*; and

20.2.3 disclose the Information (except the Vendor and Purchaser's name) to The Real Estate Institute of South Australia (REISA) for the purposes of enabling it to collect and/or document details of sales of real estate and/or cause to be published in print or electronic form details of sales of real estate for the benefit of real estate agents, valuers, government departments, statutory or municipal bodies and the general public in order to promote an informed and transparent real estate market and also for the benefit of REISA members to assist them in providing the service to their clients.

20.3 Subject to any relevant legislative limitations, the parties may request access to personal information held about them by the Agent and/or correct and update the personal information held by the Agent by contacting the Agent using contact details provided in Item 3 of the Schedule.

21. Other Conditions

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

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 this State.

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 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).

24.2 If the Settlement is to take place by Electronic Conveyancing in accordance with 24.1 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



Rural Contract: Execution Page

EXECUTION

SIGNED by or on behalf of **THE PURCHASER**

on the day of 20

in the presence of:

Witness: _____

Purchaser/s

SIGNED by or on behalf of **THE VENDOR (LAND)**

/ AUCTIONEER (if sold at auction)

on the day of 20

in the presence of:

Witness: _____

Vendor/s

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 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.

ANNEXURE TO CONTRACT : FURTHER TERMS

CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6116 FOLIO 177 and CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6116 FOLIO 178.

Notwithstanding any other provisions in this Residential Contract agreement or any other annexure to it, the following Further Terms (within the meaning of clause 13 of this Residential Contract) (*the Residential Contract provisions called "clause(s)" and the Further Terms in this Special Annexure called "items" in this document*) apply :

- 1 The Purchaser acknowledges that this sale is an exercise of power by Adelaide Hills Council ("the Council") pursuant to section 184 of the Local Government Act 1999 as amended ("the Act") and that the Council relies upon and is bound by those statutory provisions.
- 2 The Council as vendor is not required to produce any abstract or other proof of title (and in particular the duplicate Certificate of Title) and the Purchaser is not entitled to make any requisition upon the title or call for any muniments of title or any other evidence of existence of the pre-requisites for the exercise of the power of sale or require production of the duplicate Certificate of Title.
- 3 The Purchaser is responsible for payment of any fees imposed by the Lands Titles Office for the provision of a new Certificate of Title.
- 4 The transfer referred to in clause 4.1.1 must include the statutory declaration referred to in s.184(15) of the Act for execution by the Chief Executive Officer of the Council.
- 5 Any sale of the land by the Council pursuant to its powers referred to in item 1 of this Special Annexure will have the effect of discharging the land from any liability to the Council for rates or other moneys due to the Council for any purpose which at the time of the sale were a charge upon the said land (all such rates and charges raised for the financial year during which settlement occurs being adjusted as between the Vendor and the Purchaser to midnight on the day prior to the Settlement Date). The Purchaser must at settlement pay the Council rates payable for the 2018/2019 financial year for the period on and from midnight prior to the Settlement Date to and including 30.6.2020.
- 6 The Purchaser acknowledges and agrees that the Council has no liability for the payment of any rates, charges or taxes or any prescribed liability to the Crown in respect of the land, including but not limited to water and sewer rates, emergency services levy and land tax ("statutory outgoings") other than as contained in s.184 of the Act and the Purchaser has no claim against the Council for any such liability. The statutory outgoings shall, if the Council so requires, be the subject of adjustment at settlement to the intent that the Council will collect from the Purchaser and forward to the relevant authorities the amount of those statutory outgoings calculated from midnight of the day prior to the Settlement Date. If the Council requires, the Purchaser must obtain a special water meter reading and supply a copy to the Council without cost to the Council, for the purpose of calculating adjustments in relation to

water use.

- 7 If the Council (or its agent or solicitor) supplies information from or copies of searches obtained by Council (or its agent or solicitor) to the Purchaser (other than that included in the Form 1), the Purchaser must reimburse one half of the cost of those searches to the Council including one half of the fees normally charged by Council to third parties for searches of its rates records.
- 8 No objection may be taken by the Purchaser to any error or omission,, misdescription, improper or imperfect description either in any advertisement or at the time of sale and no abatement will be made in the purchase money on account of such error, omission, misdescription, or improper or imperfect description.
- 9 The Purchaser expressly acknowledges that the land may be sold and purchased without the benefit of any inspection whatsoever and the Purchaser takes the risks associated with such purchase. The Council has not inspected the land and gives no warranties or assurances in relation to the state of the land or any fixtures and fittings upon it.
- 10 The Purchaser expressly acknowledges that the Council does not sell as registered proprietor and has no knowledge of matters that would be known or disclosed by a vendor selling as the registered proprietor of the land.
- 11 The Purchaser acknowledges that it shall be responsible for and indemnify the Council against any loss or damage suffered by the Purchaser or any actions or claims against or incurred by either the Council or the Purchaser on and from settlement relating to:
 - 11.1 the requirements, limitations or restrictions imposed by competent authorities or applicable legislation arising as a result of the existence on the Property of any asbestos, soil contamination or other environmental damage; or
 - 11.2 any loss or damage to any property or death or injury to any person arising out of any activity carried on or in connection with the Property by the Purchaser or its successors in title including without limitation, any loss, damage or injury caused by the existence, use, storage, escape, removal or disposal of asbestos, soil contamination or any hazardous substance or waste.
- 12 The Purchaser acknowledges that it shall be responsible for and shall have no claim against the Council in relation to any site remediation or clean-up works which are required as a result of any asbestos, soil contamination or other environmental damage existing on or in the Property prior to settlement. The Purchaser indemnifies the Council against all claims, costs, actions, demands and expenses the Council may incur howsoever arising from any site remediation or site clean-up works which are required as a result of any asbestos, soil contamination or other environmental damage existing on or in

the Property prior to Settlement.

13 In Items 11 and 12 "contamination" means the existence of any substance which is or may be harmful to the environment or the health of any person or which may cause damage to any Property.

14 The Council, through its real estate agent, has obtained a search copy of the Certificate of Title that is the subject of this Residential Contract, but **neither the Council nor its agent is aware of or the true boundaries of the land the subject of this Contract nor do either of them provide any information or advice in relation thereto**. The Purchaser expressly acknowledges and declares that the Council gives no warranties or advice in relation to the said land and the Purchaser relies solely on the Purchaser's own enquiries in relation to:

14.1 the location of the true boundaries of the land (regardless of the presence of any fencing, which the Purchaser acknowledges may or may not accurately delineate the boundaries of the land) the subject of this Residential Contract;

14.2 any encroachments by the land upon neighbouring land and vice versa;

14.3 the state (including the state of repair), quality, fitness or suitability of the land for any purpose whatsoever (including in relation to development of the land);

and releases and forever indemnifies the Council in relation thereto.

15 For the purposes of this Residential Contract "vacant possession" means that the land will be free of human occupation, but the Council is not required to take away any rubbish, chattels or other items which may be on the land at settlement.

14 Any compensation to which the Purchaser may be entitled pursuant to clause 9 of the Terms and Conditions of this Residential Contract shall be limited to the Purchase Price.

24 Any notice to be served or thing to be done by the Council pursuant to this Residential Contract may be done by its Chief Executive Officer or solicitor.

25 The Purchaser warrants that:-

25.1 the Purchaser has full power and authority to enter into and perform its obligations under this Agreement; and

25.2 the Purchaser has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms; and

25.3 this Agreement constitutes legal, valid and binding obligations upon the Purchaser and, subject to any necessary stamping and registration, is enforceable against the Purchaser in accordance with its terms.

26 The purchaser further represents, warrants and acknowledges that:

26.1 the terms and conditions set out in this contract contain the entire agreement as concluded between the parties as at the date hereof;

26.2 notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements prior to the date of this contract, the purchaser has not been induced to enter into this contract by any representations verbal or otherwise made by or on behalf of the Council or its agents which is not set out in the body of this contract

26.3 the purchaser has satisfied itself as to the nature, quality, condition of the property including but not limited to, any effects both patents and latent or any infestation or dilapidation

26.4 the purchaser has relied entirely upon its own inquiries relating to an inspection of the property, the improvements and any inclusions or exclusions

26.5 neither the Council nor any one on behalf of the Council has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose or otherwise in respect of the property or any part thereof or of any financial return or income to be derived therefrom

The purchaser will make no requisition, objection or claim for compensation concerning any of these matters.

For ease of expression the purchaser is referred to in the neuter gender in this Annexure.