# Contract for the Sale and Purchase of Land (Residential)

**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.**

**Property address:**

Street: 9 RENDELL STREET

Suburb: KADINA State: SA Postcode: 5554

The Vendor agrees to sell and the Purchaser agrees to buy the Property, being the Land and all Goods sold with the Land, for the Price and on the terms set out in this contract.

The terms of this contract are contained in the -

- Particulars of Sale; and
- Special Conditions, if any; and
- General Conditions,

and, if a provision of one document is inconsistent with a provision of another document, then the above order of priority applies.

## **Cooling-off period** - Section 5 *Land and Business (Sale and Conveyancing) Act 1994* (SA)

You may end this contract within two clear Business Days of the day that you sign the contract or the day you are served the Form 1 Vendor's Statement, whichever is later, and if none of the exceptions listed below applies to you.

You must either give the Vendor or the Vendor's Agent **written** notice that you are ending the contract or leave the notice at the address of the Vendor's Agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for a deposit up to $100 if you end the contract in this way.

### EXCEPTIONS

The cooling-off period does not apply if -

- you received independent legal advice before signing the contract and the legal practitioner signed a certificate in the prescribed form as to the giving of that advice; or
- you bought the Property by auction; or
- you bought the Property on the same day you, or someone on your behalf, bid at the auction for the Property; or
- the sale is by tender and the contract is made not less than five clear Business Days after the day fixed for the closing of tenders and not less than two clear Business Days after the vendor’s statement is served on the purchaser; or
- the sale is made by the exercise of an option to purchase not less than five clear Business Days after the grant of the option and not less than two clear business days after the Form 1 vendor’s statement is served on the Purchaser; or
- the contract also provides for the sale of a business that is not a small business.


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# Contract for the Sale and Purchase of Land (Residential)
# Particulars of Sale

**Vendor's Agent**

Company name: WITHOUT THE INTERVENTION OF AN AGENT
Trading name:
Agent Name:
Email:
ABN/ACN: RLA:
Address:
Suburb: State: Postcode:
Telephone: Facsimile: DX: Ref:

**Vendor**

Name: SAMAR MOUHASSEB
Email: ABN/ACN:
Address: 187 SHEPHERDS HILL ROAD
Suburb: EDEN HILLS State: SA Postcode: 5050
Name:
Email: ABN/ACN:
Address:
Suburb: State: Postcode:

**Vendor's legal practitioner or conveyancer**

Name: JKA & Co Conveyancing
Address: GPO BOX 439
Suburb: ADELAIDE State: SA Postcode: 5001
Email: jack@jkaco.com.au
Telephone: 0499 409 689 Facsimile: DX: Ref: 22748

**Purchaser**

Name: SHANE CHARLES MAGINNESS
Email: shanecmaginness@gmail.com ABN/ACN:
Address: 24A MILNE TERRACE
Suburb: MOONTA State: SA Postcode: 5558
Name: JESSICA LEE MACKINDER
Email: jessmackinder@gmail.com ABN/ACN:
Address: 19 SPINNAKER COURT
Suburb: WALLAROO State: SA Postcode: 5556

**Purchaser's legal practitioner or conveyancer**

Name: NXT Legal (Belinda Elliott)
Address: SUITE 5, BUILDING 2, FREEWAY OFFICE PARK
2728 LOGAN ROAD
Suburb: EIGHT MILE PLAINS State: QLD Postcode: 4113
Email: belinda.elliott@nxt.legal
Telephone: 1300 101 777 Facsimile: DX: Ref:


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# Contract for the Sale and Purchase of Land (Residential)
# Particulars of Sale

**Land (General Condition 3)** The Land is described in the table below and includes all improvements, fixtures and fittings

Lot / ~~Allot~~: 20 in Plan No: 45680 being Whole / ~~Portion~~* of the land.

Certificate of Title Reference: Volume 5410 Folio 898 *Delete the inapplicable

Description of the Property:

ALLOTMENT 20 DEPOSITED PLAN 45680 IN THE AREA NAMED KADINA, HUNDRED OF WALLAROO

☑ Improved (built on) ☐ Unimproved (vacant)

Property Address:

Street: 9 RENDELL STREET

Suburb: KADINA State: SA Postcode: 5554

**Goods sold with the Land** (list or attach schedule)

fixed floor coverings; curtains, blinds, shutters and flyscreens; light fittings and ceiling fans; stove, oven and cooktop, rangehood and dishwasher; five split system air conditioners (one in each bedroom, one in the living room and one in the dining room); hot water system; built-in wardrobes and cupboards; TV antenna; clothesline; letterbox; irrigation system; and all keys.

**Goods excluded from the sale**

refrigerator, washing machine and your furniture.

**Payment (General Conditions 8 and 18)**

Price $ 550,000.00

GST (if applicable) $

Deposit $ 27,500.00 by dd/mm/yyyy (of which $ 0.00 has been paid)

Payable on the day fixed under Special Condition 4.2 - refer Special Condition 4 and Annexure (Trust

Balance $ 522,500.00 payable at Settlement

**GST (general condition 20)**

The Price includes GST (if any) unless the words '**plus GST**' appear in this box

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

**GST Withholding (General Condition 21)**

☑ If this box is ticked then the Vendor is not required to give the Purchaser a written notice which complies with section 14-255(1) of schedule 1 of the *Taxation Administration Act 1953* (Cth).

☐ If this box is ticked then the Vendor notifies the Purchaser in accordance with section 14-255(1) of schedule 1 of the *Taxation Administration Act 1953* (Cth) that the Purchaser is not required to make a withholding payment in relation to the supply of the property under section 14-250 of schedule 1 of the *Taxation Administration Act 1953* (Cth).

☐ If this box is ticked then General Condition 21 applies in relation to the supply of the property.

**Settlement (General Condition 18)**

is due on dd/mm/yyyy On the Settlement Date fixed under Special Condition 5

unless the Land is a lot in an undeposited plan of subdivision, in which case Settlement is due on the later of:

- the above date; and
- 14 days after the Vendor gives notice in writing to the Purchaser of deposit of the plan of division.


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# Contract for the Sale and Purchase of Land (Residential)
# Particulars of Sale

### Tenancy (General Condition 1)

At Settlement the Purchaser is entitled to vacant possession of the Property unless the words '**subject to Tenancy**' appear in this box, in which case refer to General Condition 1. If the Property is sold '**subject to Tenancy**' then particulars of the Tenancy are:

☐ Commencement date _____ dd/mm/yyyy End date _____ dd/mm/yyyy

or

☐ a periodic tenancy determinable by notice

Rent: $_____ per week

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

### Finance (General Condition 7)

☑ If this box is checked this contract is subject to loan approval.

The following details apply if this contract is subject to a loan being approved:

Lender: Refer Special Condition 2 (Finance)

Loan amount: not less than $ _____ Approval Date: _____ dd/mm/yyyy

### Exceptions and reservations

Known easements, encroachments or encumbrances (if any):

Alterations or improvements erected without consent (if any):

Notices or orders which will not be discharged on or before Settlement (if any):

If the land is a strata unit or community lot, known breaches of the *Strata Titles Act 1988* (SA) or the *Community Titles Act 1996* (SA) (if any):

### Pool Safety

Is there a pool on the Land or on adjacent land used in association with the Land? ☐ Yes ☑ No

The Vendor is required by law to ensure that any swimming pool is compliant with the relevant pool safety requirements on or before Settlement.

The swimming pool is:

☐ compliant with the *Planning, Development and Infrastructure Act 2016* (SA) (as amended) requirements for swimming pools constructed pre-1 July 1993.

☐ compliant with the *Planning, Development and Infrastructure Act 2016* (SA) (as amended) requirements for swimming pools constructed on or after 1 July 1993.

☐ Non-compliant.

Details of non-compliance:

### Vendor's Works (General Condition 16)

Works to be carried out by Vendor:

### Special conditions

This contract does not include any special conditions unless the words '**special conditions**' appear in this box. special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are set out after the General Conditions.


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# Contract for the Sale and Purchase of Land (Residential)

## Signing of this Contract

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the full terms of this contract; and
- a copy of the Form 1 vendor's statement (if the purchaser will not have the right to cool off under the contract).

In this contract, **Form 1 vendor's statement** means a statement required to be given by a vendor under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* (SA).

## Signed by the Purchaser

Signed by:
Shane Charles Maginness
BC7EA89B0E7C428...
Signature
SHANE CHARLES MAGINNESS
Full name
11-Sep-26
Date

In the presence of:

Signature

Witness name

Date

(**Note**: No witness is required if the Purchaser signs using an Electronic Signature)

Signed by:
Jessica Lee Mackinder
365FCECF4DEB49A...
Signature
JESSICA LEE MACKINDER
Full name
11-Sep-26
Date

In the presence of:

Signature

Witness name

Date

(**Note**: No witness is required if the Purchaser signs using an Electronic Signature)

## Signed by the Vendor

DocuSigned by:
984485FDA862412...
Signature
SAMAR MOUHASSEB
Full name
10-Sep-26
Date

In the presence of:

Signature

Witness name

Date

(**Note**: No witness is required if the Vendor signs using an Electronic Signature)

Signature

Full name

Date

In the presence of:

Signature

Witness name

Date

(**Note**: No witness is required if the Vendor signs using an Electronic Signature)


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

### 1. Encumbrances

**1.1** The Purchaser buys the Property subject to:

**(a)** any encumbrance shown in the Form 1 vendor's statement as not to be discharged on or before Settlement;

**(b)** all easements, rights or other interests described or referred to in the Certificate of Title for the Land;

**(c)** any Tenancy; and

**(d)** any exceptions, reservations and encumbrances described in the Particulars of Sale.

**1.2** The Purchaser benefits from all rights and proceeds, and is responsible and liable for all obligations under any Tenancy that are to be performed by the Vendor as landlord after Settlement. The Purchaser will pay for all obligations and liabilities of the Vendor as landlord after Settlement.

### 2. Vendor Warranties

**2.1** The warranties in General Conditions 2.2 and 2.3 replace the Purchaser's right to make requisitions and inquiries.

**2.2** The Vendor warrants that the Vendor:

**(a)** has, or by the due date for Settlement will have, the right to sell and transfer the Property;

**(b)** is under no legal disability;

**(c)** is in possession of the Property, either personally or through a tenant;

**(d)** has not previously sold or granted any option to purchase, agreed to a tenancy or granted a pre-emptive right, which is current over the Property and that gives another party rights that have priority over the interest of the Purchaser;

**(e)** will at Settlement be the holder of an unencumbered estate in fee simple in the Land; and

**(f)** will at Settlement be the unencumbered owner of any Goods sold with the Land.

**2.3** The Vendor further warrants that the Vendor has no knowledge of any of the following, which have not been disclosed in this contract or the Form 1 vendor's statement:

**(a)** easements over the Land;

**(b)** tenancy or other possessory agreement or lease affecting the Land;

**(c)** notice or order affecting the Land, which will not be dealt with or discharged on or before Settlement, other than the usual statutory rates and taxes notices;

**(d)** legal proceedings, which would render the sale of the Land void or voidable or capable of being set aside.

**2.4** The warranties in General Conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Form 1 vendor's statement.

**2.5** Subject to the express Vendor warranties in this General Condition 2 the Purchaser takes the Property in its existing condition and because of its own inquiries and the Vendor makes no other warranties or representations in relation to the Property, its condition or the uses to which it has been or may be put.

### 3. Identity of the Property

**3.1** An omission or mistake in the description of the Property or any deficiency in the area, description or measurements of the Property does not invalidate this contract.

**3.2** The Purchaser may not:

**(a)** make any objection or claim for compensation for any alleged misdescription of the Property or any deficiency in its area or measurements; or

**(b)** require the Vendor to amend the Certificate of Title or pay any cost of amending the Certificate of Title.

### 4. Services

**4.1** The Vendor does not represent that the Services are adequate for the Purchaser's proposed use of the Property and the Vendor advises the Purchaser to make appropriate inquiries. The condition of the Services may change between the Contract Date and Settlement however will be in the same or similar condition at Settlement as they were on the Contract Date subject to fair wear and tear, or any intervening third-party event or weather.

**4.2** The Purchaser is responsible for the connection of all Services to the property after Settlement and the payment of any associated cost.

### 5. Consents

The Vendor must obtain any necessary consent or licence required to be obtained by the Vendor in order to sell the Property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by Settlement.

### 6. Notices

The Purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the Property that is issued or made on or after the Contract Date that does not relate to the usual statutory rates and taxes notices.

### 7. Finance

**7.1** If the Particulars of Sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the Property on or before the Approval Date (or such later date as the Vendor may allow in writing).

**7.2** The Purchaser must notify the Vendor in writing as soon as the lender has approved the loan.

**7.3** Either party may immediately end the contract by written notice to the other party within two clear Business Days after the Approval Date if:

**(a)** the loan is not approved; or

**(b)** in the case of the Vendor, if the Vendor is not notified of the approval on or before the Approval Date, and, in the case of the Purchaser giving notice, that notice must include written evidence of the Purchaser's immediate application for, and the lender's rejection or non-approval of, the loan.


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

**7.4** All money must be promptly refunded to the Purchaser if the contract is ended under this General Condition 7, subject to any amount that may be retained pursuant to the *Land and Business (Sale and Conveyancing) Act 1994* (SA), but only if the Purchaser:

**(a)** immediately applied for the loan;

**(b)** did everything reasonably required to obtain approval of the loan; and

**(c)** is not in default under any other condition of this contract when the notice is given.

**8. Payment of Deposit**

**8.1** In this General Condition:

**(a) 'Bank'** means an authorised deposit-taking institution under the *Banking Act 1959* (Cth);

**(b) 'Bank Guarantee'** means an irrevocable and unconditional undertaking from a bank to pay on demand an amount equal to the Deposit (or such other amount agreed by the parties) on terms and conditions acceptable to the Vendor (acting reasonably). If the Land is a lot in an undeposited plan of division, the bank guarantee must be in favour of the Vendor's legal practitioner or conveyancer;

**(c) 'Deposit Bond'** means an irrevocable and unconditional undertaking from a financial institution resident in Australia acceptable to the Vendor to pay on demand an amount equal to the Deposit (or such other amount agreed by the parties) on terms and conditions acceptable to the Vendor. If the Land is a lot in an undeposited plan of division, the deposit bond must be in favour of the Vendor's legal practitioner or conveyancer; and

**(d) 'Financial Institution'** means a bank, building society, credit union, insurance company or other entity, which is authorised to provide finance, issue bank guarantees or deposit bonds in Australia.

**8.2** The Purchaser must pay the Deposit on the date specified in the Particulars of Sale:

**(a)** to the Vendor's Agent; or

**(b)** if there is no agent, to the Vendor's legal practitioner or conveyancer;

who will hold the Deposit on trust pending Settlement.

**8.3** The Vendor may, at its discretion, agree to accept a Deposit Bond or Bank Guarantee instead of payment of a cash deposit as the Deposit by the Purchaser.

**8.4** If the Vendor agrees to accept a Deposit Bond or Bank Guarantee instead of payment of a cash deposit as the Deposit by the Purchaser, the Purchaser must pay the Deposit in cleared funds to the Vendor's legal practitioner or conveyancer on the first to occur of:

**(a)** Settlement;

**(b)** the date that is 30 days before the Bank Guarantee or Deposit Bond expires;

**(c)** any earlier date on which:

**(i)** the Vendor would be entitled to the release of the Deposit to it having regard to the provisions of this contract;

**(ii)** the Vendor rescinds or otherwise terminates this contract for breach or repudiation of the contract by the Purchaser; or

**(iii)** the Bank Guarantee or Deposit Bond becomes ineffective.

**8.5** If General Condition 8.3 applies, when the Purchaser pays the Deposit, the Vendor will return the Bank Guarantee or Deposit Bond to the Purchaser.

**8.6** Without limiting any of the Vendor's other rights under this contract, if the Purchaser does not comply with General Condition 8.4, the Vendor or the Vendor's legal practitioner or conveyancer (if the Land is a lot in an undeposited plan of division) can make demand for the amount secured by the Deposit Bond or Bank Guarantee without reference to the Purchaser.

**8.7** Any amount paid by the bank or financial institution under General Conditions 8.4 or 8.6 must be dealt with in accordance with General Condition 8.2.

**9. Release of Deposit**

The stakeholder must pay the Deposit and any interest to the party entitled when the Deposit is released, the contract is settled, or the contract is ended.

**10. Liability of Signatory**

Any signatory for a proprietary limited company purchaser must be a director or secretary and will be personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in the case of a default by a proprietary limited company purchaser.

**11. Guarantee**

The Vendor may require one or more directors of the Purchaser to guarantee the Purchaser's performance of this contract if the Purchaser is a proprietary limited company.

**12. Transfer**

**12.1** Any transfer of land document required to effect a transfer of the Property must be prepared by the Purchaser and delivered to the Vendor five Business Days before Settlement (or such later date as the Vendor may allow). The delivery of the transfer of land document is not acceptance of title.

**12.2** The parties must prepare and submit the online duties form or such other forms required to be completed for assessment of duty on this transaction by Revenue SA as soon as practicable before Settlement. Both parties agree to co-operate to complete such forms prior to Settlement.

**13. Nominee**

The Purchaser may no later than 10 days before the due date for Settlement (or such later date as the Vendor may allow) nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the Purchaser's obligations under this contract.

**14. Release of Security Interest**

**14.1** This General Condition applies if any part of the Property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.


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**14.2** For the purposes of enabling the Purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the Purchaser may be entitled to a release, statement, approval or correction in accordance with General Condition 14.4, the Purchaser may request the Vendor to provide the Vendor's date of birth to the Purchaser. The Vendor must within two days, comply with a request made by the Purchaser under this condition if the Purchaser makes the request at least seven days before the due date for Settlement (or such later date as the Vendor may allow).

**14.3** If the Purchaser is given the details of the Vendor's date of birth under condition 14.2, the Purchaser must:

**(a)** only use the Vendor's date of birth for the purposes specified in General Condition 14.2; and

**(b)** keep the date of birth of the Vendor secure and confidential.

**14.4** The Vendor must ensure that at or before Settlement, the Purchaser receives:

**(a)** a release from the secured party releasing the Property from the security interest;

**(b)** a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at Settlement; or

**(c)** a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on Settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

**14.5** A release for the purposes of General Condition 14.4(a) must be in writing.

**14.6** A release for the purposes of General Condition 14.4(a) must be effective in releasing the goods from the security interest and be in a form that allows the Purchaser to take title to the goods free of that security interest.

**14.7** If the Vendor receives a release under General Condition 14.4(a) the Vendor must provide the Purchaser with a copy of the release at or as soon as practicable before Settlement.

**14.8** In addition to ensuring that a release is received under General Condition 14.4(a), the Vendor must ensure that at or before Settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

**14.9** The Vendor is not required to ensure that the Purchaser receives a release in respect of the Land. This General Condition 14.9 applies despite General Condition 14.1.

**14.10** Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in General Condition 14 unless the context requires otherwise.

**15. Adjustments**

**15.1** All rates, taxes, levies and charges payable by the Vendor, and any rent and other income received in respect of the Property, must be apportioned between the parties as at midnight on the day before Settlement and any adjustments made as appropriate.

**15.2** The rates, taxes, levies and charges and rent and other income must be apportioned on the following basis:

**(a)** the Vendor is liable for the rates, taxes, levies and charges and entitled to the rent and other income up to midnight on the day before Settlement;

**(b)** the Purchaser is liable for the rates, taxes, levies and charges and entitled to the rent and other income from and including the day of Settlement;

**(c)** the Land is treated as the only land of which the Vendor is owner;

**(d)** the Vendor is taken to own the Land as a resident Australian beneficial owner; and

**(e)** any personal statutory benefit available to each party is disregarded in calculating apportionment.

**15.3** Water use will be adjusted on a pro rata daily rate and will be adjusted at Settlement or as soon as practicable after Settlement (with a reasonable amount to be held back at Settlement until such adjustment and any required payment is made).

**15.4** The Vendor must provide copies of all certificates and other information used to calculate the adjustments if requested by the Purchaser.

**15.5** If requested by the Purchaser, the Vendor must provide all information regarding the payment of rent and other moneys under any Tenancy reasonably required by the Purchaser to calculate the adjustments.

**16. Vendor's Works**

The Vendor will carry out the Vendor's Works in a proper and competent manner prior to Settlement.

**17. Loss or Damage Before Settlement**

**17.1** The Purchaser carries the risk of loss or damage to the Property from the Contract Date.

**17.2** The Vendor must deliver the Property to the Purchaser at Settlement in the same condition it was in on the Contract Date, subject to any Vendor's Works, but the Vendor will not be responsible for fair wear and tear or any structural, mechanical or electrical breakdowns or defects occurring or that become evident after the Contract Date, unless caused by the Vendor's negligence.

**17.3** The Purchaser must not delay Settlement because one or more of the Goods sold with the Land is not in the condition required by General Condition 17.2, but may claim compensation from the Vendor after Settlement.

**17.4** The Purchaser may nominate an amount not exceeding $15,000 to be held by a stakeholder to be appointed by the parties if the Property is not in the condition required by General Condition 17.2 at Settlement.

**17.5** The nominated amount may be deducted from the amount due to the Vendor at Settlement and paid to the stakeholder, but only if the Purchaser also pays an amount equal to the nominated amount to the stakeholder.


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

**17.6** The stakeholder must pay the amounts referred to in General Condition 17.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**18. Settlement**

**18.1** Settlement is to take place on the day specified in the Particulars of Sale and at Settlement:

**(a)** the Purchaser must pay the Balance; and

**(b)** the Vendor must:

**(i)** do all things necessary to be done by a registered proprietor of the Land to enable the Purchaser to become the registered proprietor of the Land; and

**(ii)** give either vacant possession or receipt of rents and profits in accordance with the Particulars of Sale.

**18.2** The Purchaser must pay all money other than the Deposit:

**(a)** to the Vendor, or the Vendor's legal practitioner or conveyancer; or

**(b)** in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.

**18.3** Subject to General Condition 19, payments under this contract must be made or tendered:

**(a)** in cash up to $10,000;

**(b)** by cheque drawn on a bank; or

**(c)** if the parties agree, by electronically transferring the payment in the form of cleared funds. Payment is made by electronic funds transfer when the funds are received and cleared in the recipient's bank account.

**18.4** At Settlement, the Purchaser must pay the fees on up to three cheques drawn on a bank. If the Vendor requests that any additional cheques be drawn on a bank, the Vendor must reimburse the Purchaser for the fees incurred.

**18.5** Subject to General Condition 19, Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. at the Lands Titles Office of South Australia unless the parties agree otherwise.

**18.6** For the purpose of this general condition **'bank'** means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

**19. Electronic Conveyancing**

**19.1** In this General Condition:

**(a) 'Discharging Mortgagee'** means any mortgagee, chargee, covenant chargee or caveator whose provision of an electronically signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the Purchaser;

**(b) 'ECNL'** means the *Electronic Conveyancing National Law (South Australia)*;

**(c) 'Electronic Document'** means an instrument as defined in the *Real Property Act 1886* (SA), which may be created and signed electronically in an electronic workspace;

**(d) 'Electronic Transaction'** means a transaction to be conducted for the parties by their legal representatives as subscribers using an ELN and in accordance with the ECNL and the participation rules;

**(e) 'Electronic Transfer'** means a transfer of land under the *Real Property Act 1886* (SA) for the Property to be prepared and electronically signed in the electronic workspace established for the purposes of the parties' transaction;

**(f) 'Electronic Workspace'** means a shared electronic workspace generated by the ELN;

**(g) 'ELN'** means Electronic Lodgement Network under the ECNL;

**(h) 'ELNO'** means Electronic Lodgement Network Operator under the ECNL;

**(i) 'Participation Rules'** means the participation rules as determined by the ECNL; and

**(j) 'Subscriber'** means a person who is authorised under a participation agreement to use an ELN to complete conveyancing transactions on behalf of another person or on their own behalf.

**19.2** This transaction is to be conducted as an electronic transaction unless the Registrar-General has determined that lodgment of instruments under this contract (in part or in whole) are not eligible to be lodged electronically in accordance with the ECNL.

**19.3** If this transaction is not to be conducted as an electronic transaction this General Condition 19 ceases to apply and this transaction is to be conducted in accordance with this contract otherwise than as an electronic transaction unless the parties otherwise agree in writing.

**19.4** If this transaction is to be conducted as an electronic transaction:

**(a)** to the extent, but only to the extent, that any other provision of this contract is inconsistent with this General Condition, the provisions of this General Condition prevail;

**(b)** a party must pay the fees and charges payable by that party to the ELNO and the Registrar-General as a result of this transaction being an electronic transaction;

**(c)** any provision of this contract requiring the physical preparation, signing, delivery or payment of anything that is dealt with digitally or electronically within or using the electronic workspace is amended accordingly;

**(d)** the parties agree that written communications for the purposes of preparing for and facilitating the electronic transaction may be given and received electronically within the electronic workspace, however, no other notices may be given electronically within the electronic workspace;

**(e)** any communication from one party to another party in the electronic workspace is taken to have been received by that party at the time determined by the *Electronic Communications Act 2000* (SA); and

**(f)** despite anything in this contract to the contrary, the electronic transfer is not required to be served five Business Days before the due date for Settlement.


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

**19.5** Each party must:

**(a)** be, or engage a representative who is, a subscriber;

**(b)** ensure that each other person for whom that party is responsible and who is associated with the transaction is, or engages, a subscriber;

**(c)** authorise their representative to act on their behalf in the manner required by the ECNL; and

**(d)** conduct the electronic transaction in accordance with the participation rules and the ECNL.

**19.6** The Vendor must as soon as reasonably practicable after the Contract Date:

**(a)** create an electronic workspace;

**(b)** complete the title details for the Property, the due date for Settlement and a time for Settlement; and

**(c)** invite the Purchaser and any discharging mortgagee to the electronic workspace.

**19.7** As soon as reasonably practicable after receiving an invitation from the Vendor to join the electronic workspace, the Purchaser must:

**(a)** join the electronic workspace;

**(b)** create and complete an electronic transfer;

**(c)** invite any incoming mortgagee to join the electronic workspace; and

**(d)** accept the nominated Settlement date and time.

**19.8** Before Settlement:

**(a)** each party must do everything reasonably necessary to progress the transaction in the electronic workspace to Settlement on the due date for Settlement at the Settlement time;

**(b)** the parties must ensure that:

**(i)** all electronic documents which a party must electronically sign to complete the electronic transaction are completed and electronically signed; and

**(ii)** all certifications required by the ECNL are properly given, and

**(c)** the parties must complete the electronic workspace with payment details as soon as reasonably practicable before the due date for Settlement.

**19.9** On Settlement the electronic workspace must record that the exchange of funds or value (if any) between the accounts of the relevant financial institutions in accordance with the instructions of the parties has occurred.

**19.10** If Settlement takes place in the electronic workspace:

**(a)** the parties are deemed to agree under General Condition 18.3 that the Balance may be paid by electronically transferring the funds; and

**(b)** no party may exercise any rights under this contract or at law to terminate this contract during the time that the electronic workspace is locked for Settlement.

**19.11** If Settlement has not occurred by the time that the ELNO usually closes for settlements in South Australia on the due date for Settlement, the parties must do everything reasonably necessary to effect Settlement:

**(a)** as an electronic transaction on the next Business Day; or

**(b)** if Settlement cannot reasonably be effected as an electronic transaction, then at the option of either party, exercised by giving notice to the other party to that effect, otherwise than as an electronic transaction, as soon as reasonably practicable.

**19.12** A party is not in default under this contract if:

**(a)** the computer systems of any of Land Services South Australia, Revenue SA, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the settlement time agreed by the parties and there is a failure to complete this contract for that reason; or

**(b)** that party is prevented from complying with an obligation because the other party or the other party's financial institution has not done something in the electronic workspace, but that party must comply with that party's obligations as soon as such events cease to apply.

**19.13** If the parties do not agree about the delivery before Settlement of one or more documents or things (including keys or other security devices) that cannot be delivered through the electronic workspace, the party required to deliver the documents or things:

**(a)** holds them on and from Settlement in escrow for the benefit of; and

**(b)** must immediately after Settlement deliver the documents or things to, or as directed by, the party entitled to them.

**19.14** Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment made in the electronic workspace and to recover the mistaken payment.

**20. GST**

**20.1** The Purchaser does not have to pay the Vendor any amount in respect of GST in addition to the Price unless the Particulars of Sale specify that the Price is 'plus GST'. However, the Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this contract in addition to the Price if:

**(a)** GST is payable by the Vendor solely as a result of any action taken or intended to be taken by the Purchaser after the Contract Date, including a change of use;

**(b)** if the Particulars of Sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

**(c)** if the Particulars of Sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

**20.2** If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

**20.3** If the Particulars of Sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

**(a)** the Vendor warrants that the Property is land on which a farming business has been carried on for the period of five years preceding the date of supply; and

**(b)** the Purchaser warrants that the Purchaser intends that a farming business will be carried on after Settlement on the Property.

**20.4** If the Particulars of Sale specify that the supply made under this contract is a 'going concern':

**(a)** the parties agree that this contract is for the supply of a going concern;

**(b)** the Purchaser warrants that the Purchaser is, or prior to Settlement will be, registered for GST; and

**(c)** the Vendor warrants that the Vendor will carry on the going concern until the date of supply.

**20.5** If the Particulars of Sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

**20.6** This General Condition will not merge on either Settlement or registration.

**20.7** In this General Condition:

**'GST Act'** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### 21. GST Withholding

**21.1** If subdivision 14-E of schedule 1 of the *Taxation Administration Act 1953* (Cth) applies to the sale of the Property, the Vendor must give the Purchaser a written notice, which complies with section 14-255(1) of schedule 1 of the *Taxation Administration Act 1953* (Cth) as soon as practicable before the due date for Settlement.

**21.2** If the Purchaser is required to make a payment to the Commissioner of Taxation under section 14-250 of schedule 1 of the *Taxation Administration Act 1953* (Cth), the Purchaser must:

**(a)** pay the GST withholding amount specified in the Vendor's notice that the Purchaser is required to pay under section 14-250 of schedule 1 of the *Taxation Administration Act 1953* (Cth) to the Commissioner of Taxation at the time specified in section 14-250(4) of schedule 1 of the *Taxation Administration Act 1953* (Cth); and

**(b)** give the Commissioner of Taxation the notice required under section 16-250(2) of schedule 1 of the *Taxation Administration Act 1953* (Cth).

**21.3** As soon as practicable before the due date for Settlement, the Purchaser must give evidence to the Vendor that it has complied with General Condition 21.2(b) (if it is obliged to do so) including a copy of the confirmation received from the Commissioner of Taxation following lodgement of the Purchaser's notice, which includes details of the lodgement reference number and payment reference number.

**21.4** At Settlement, the Purchaser must (if Settlement is not to take place electronically) give the Vendor a bank cheque for the GST withholding amount specified in the Vendor's notice that is payable to the Commissioner of Taxation. The Purchaser will be taken to have complied with this General Condition if it pays the GST withholding amount by electronic funds transfer to the account nominated by the Commissioner of Taxation via an Electronic Lodgement Network (as defined in the *Electronic Conveyancing National Law (South Australia)*) as part of an electronic settlement.

**21.5** After Settlement, the Vendor must give the Commissioner of Taxation any bank cheque received under this General Condition 24, together with any forms required to be provided to the Commissioner of Taxation to confirm that Settlement has been effected.

**21.6** The Purchaser is responsible for any penalties or interest payable to the Commissioner of Taxation on account of late payment of the withholding amount, except to the extent that they arise from any failure by the Vendor to comply with its obligations under this contract.

### 22. Foreign Resident Capital Gains Withholding

**22.1** Words defined or used in subdivision 14-D of schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this General Condition 22 unless the context requires otherwise.

**22.2** This General Condition 22 applies unless:

**(a)** the Vendor gives the Purchaser a clearance certificate issued by the Commissioner of Taxation under section 14-220(1) of schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the Contract Date and the day the Vendor provides the certificate to the Purchaser; or

**(b)** the transaction is excluded under section 14-215(1) of schedule 1 to the *Taxation Administration Act 1953* (Cth).

**22.3** If the Vendor has not given the Purchaser a clearance certificate issued by the Commissioner of Taxation under section 14-220(1) of schedule 1 to the *Taxation Administration Act 1953* (Cth) at least two Business Days prior to Settlement, the Purchaser may withhold an amount an amount determined under section 14-200(3)(a) of schedule 1 to the *Taxation Administration Act 1953* (Cth), or such lower percentage or amount specified in a written notice issued by the Commissioner of Taxation under section 14-235 of schedule 1 to the *Taxation Administration Act 1953* (Cth), and that withholding will constitute discharge of the Purchaser's obligation to pay the price to the extent of the withholding.

**22.4** The Purchaser must:

**(a)** prior to Settlement lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the Australian Taxation Office for each person comprising the Purchaser and give copies to the Vendor with the payment reference numbers;

**(b)** within two Business Days of Settlement:

**(i)** pay, or ensure payment of, the withholding amount to the Commissioner of Taxation in the manner required by the Commissioner of Taxation; and


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

**(ii)** promptly provide the Vendor with proof of payment.

The Purchaser will be taken to have complied with this General Condition if it pays the withholding amount by electronic funds transfer to the account nominated by the Commissioner of Taxation via an Electronic Lodgement Network (as defined in the *Electronic Conveyancing National Law (South Australia)*) as part of an electronic settlement.

**22.5** The Purchaser is responsible for any penalties or interest payable to the Commissioner of Taxation on account of late payment by it of the withholding amount.

**23. Breach**

A party who breaches this contract must pay to the other party on demand:

**23.1** compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

**23.2** any interest due under this contract as a result of the breach.

**24. Interest**

Interest at a rate that is 2% above the Reserve Bank of Australia “cash rate” as set from time to time accrues daily and is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

**25. Default Notice**

**25.1** Except in an instance of an action urgent or interlocutory in nature, a party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

**25.2** The default notice must:

**(a)** specify the particulars of the default; and

**(b)** state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:

**(i)** the default is remedied; and

**(ii)** the reasonable costs incurred as a result of the default and any interest payable are paid.

**26. Default Not Remedied**

**26.1** All unpaid money under the contract becomes immediately payable to the Vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.

**26.2** The contract immediately ends if:

**(a)** the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this General Condition; and

**(b)** the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

**26.3** If the contract ends by a default notice given by the Purchaser:

**(a)** the Purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract;

**(b)** all those amounts are a charge on the Land until payment; and

**(c)** the Purchaser may also recover any loss otherwise recoverable.

**26.4** If the contract ends by a default notice given by the Vendor:

**(a)** the Deposit is forfeited to the Vendor as the Vendor's absolute property (if it is not paid it is immediately due and payable);

**(b)** the Vendor is entitled to possession of the Property;

**(c)** in addition to any other remedy, the Vendor may either:

**(i)** retain the Property and sue for damages for breach of contract; or

**(ii)** resell the Property in any manner and recover any deficiency in the Price on the resale and any resulting expenses by way of liquidated damages;

**(d)** the Vendor may retain any part of the Price paid until the Vendor's damages have been determined and may apply that money towards those damages; and

**(e)** any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

**26.5** The ending of the contract does not affect the rights of the offended party as a consequence of the default.

**27. Time**

**27.1** Time is of the essence of this contract.

**27.2** Time is extended until the next Business Day if the time for performing any action falls on a day that is not a business day.

**28. Service**

**28.1** Any document sent by:

**(a)** regular post is taken to have been served on the sixth Business Day after posting, unless proved otherwise;

**(b)** priority post is taken to have been served on the fourth Business Day after posting, unless proved otherwise;

**(c)** express post is taken to have been served on the next Business Day after posting, unless proved otherwise; or

**(d)** email is taken to have been served at the time of receipt within the meaning of the *Electronic Communications Act 2000* (SA).

**28.2** Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served—

**(a)** personally;

**(b)** by pre-paid post;

**(c)** in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner regardless of whether the person serving or receiving the document is a legal practitioner; or

**(d)** by email.


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

**28.3** This General Condition applies to the service of any demand, notice or document by or on any party. In this contract, the expression 'serve' includes 'give' and 'served', 'serviced' and 'given' have corresponding meanings.

**29. Counterparts and Execution**

**29.1** This contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.

**29.2** A copy of an original executed counterpart given or served by facsimile machine, email or link emailed:

**(a)** will be treated as an original counterpart;

**(b)** is sufficient evidence of the execution of the original; and

**(c)** may be produced in evidence for all purposes in place of the original.

**29.3** The person signing this contract warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.

**29.4** Each party consents to the contract and the Form 1 Vendor's statement being signed by any other party in accordance with an electronic communication method and being given or served by electronic communication, including by link emailed to a party to download an electronic copy.

**29.5** Without limiting General Condition 29.4, the parties acknowledge and agree that:

**(a)** electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:

**(i)** computer generated;

**(ii)** by computer pen;

**(iii)** by a typed mark or name;

**(iv)** physically signed on paper and scanned electronically; or

**(v)** any electronic symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record or document.

**29.6** Where either party applies an electronic signature to this contract or any other document attached or annexed to such:

**(a)** that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;

**(b)** each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and

**(c)** each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party.

**29.7** Each party agrees that it will not contest the validity or enforceability of this contract, another contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this contract, another contract or document on the grounds that it is not an original or that any signature was not manually affixed.

**30. Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)**

**30.1** The Vendor and Purchaser acknowledge that their lawyer, conveyancer and the Agent are required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), any associated regulations and any applicable AML/CTF Rules, and that the Vendor and Purchaser may be required to provide identification documents or other information required to comply with those obligations.

**31. Definitions**

**31.1** In this contract, unless the context otherwise requires:

**(a) 'Approval Date'** means the date by which any loan approval condition is required to be satisfied, as specified in the Particulars of Sale.

**(b) 'Balance'** means the amount described as such in the Particulars of Sale.

**(c) 'Business Day'** means any day that is not a Saturday, Sunday or proclaimed public holiday in South Australia.

**(d) 'Contract Date'** is the date upon which both parties have signed this contract and if the parties sign this contract on different dates, is the date upon which the last party signs.

**(e) 'Deposit'** means the amount described as such in the Particulars of Sale.

**(f) 'Goods sold with the Land'** means those items described as such in the Particulars of Sale.

**(g) 'Land'** means the land described as such in the Particulars of Sale.

**(h) 'Price'** means the amount described as such in the Particulars of Sale.

**(i) 'Property'** means the Land, together with all Goods sold with the Land.

**(j) 'Purchaser'** means each purchaser described in the Particulars of Sale and if there is more than one means each purchaser jointly and severally

**(k) 'Registrar-General'** means the Registrar-General of the Lands Titles Office of South Australia.

**(l) 'Services'** means all electricity, gas, water, sewer, telecommunications or other services or utilities supplied to the Property.

**(m) 'Settlement'** means settlement of the sale and purchase of the Property.

**(n) 'Tenancy'** means the tenancy, lease or licence to occupy (if any) described as such in the Particulars of Sale.

**(o) 'Vendor'** means the vendor or vendors described as such in the Particulars of Sale.

**(p) 'Vendor's Agent'** means the entity described as such in the Particulars of Sale.

**(q) 'Vendor's Works'** means the works described as such in the Particulars of Sale.

**31.2 Governing law**

This contract is governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of the courts of South Australia.


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# Contract for the Sale and Purchase of Land (Residential)

## General Conditions

### 31.3 Variations

Any variation to this agreement must be in writing and signed by the parties

### 31.4 Costs

**(a)** The Purchaser must pay any stamp duty assessed on this contract or the sale and purchase of the Property (including any penalties or interest).

**(b)** The parties will otherwise bear their own costs of this contract and the sale and purchase of the Property.


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# Contract for the Sale and Purchase of Land (Residential)

**General Conditions**

## The following special conditions (if any) apply in respect of this contract.

1. DEFINITIONS, INTERPRETATION AND PRIORITY:

1.1 Words defined in the General Conditions have the same meaning in these Special Conditions. "GC" means a General Condition and "SC" means a Special Condition. In these Special Conditions:
(a) "Finance Date" means the day that is 14 days after the Contract Date or, if that day is not a Business Day, the next Business Day, as extended (if at all) under SC 2.9 or SC 3.7;
(b) "Inspection Date" means the day that is 14 days after the Contract Date or, if that day is not a Business Day, the next Business Day, as extended (if at all) under SC 2.9, SC 3.4, the second sentence of SC 3.5 or SC 3.7;
(c) "Finance Condition" and "Inspection Condition" mean the conditions in SC 2 and SC 3 respectively;
(d) "Finance Cut-off" means 5.00 pm on the second Business Day after the Finance Date;
(e) "Finance Approval Notice" has the meaning given in SC 2.5;
(f) "Unconditional Date" means the day on which the later of the Finance Condition and the Inspection Condition is satisfied under SC 2.8 or SC 3.6 or, if the Cooling-off Expiry Date is on or after that day, the Business Day after the Cooling-off Expiry Date;
(g) "Settlement Window" means the period from the day that is 14 days after the Unconditional Date to the day that is 30 days after the Unconditional Date (both days inclusive), except that if the first or last day of that period is not a Business Day, that first or last day is instead the next Business Day;
(h) "Settlement Date" means the day fixed under SC 5;
(i) "Notice" means a written notice given in accordance with SC 6;
(j) "Vendor's Conveyancer" means JKA & Co Conveyancing (JKA & CO PTY LTD), GPO Box 439 Adelaide SA 5001, jack@jkaco.com.au, reference 22748, and "Purchaser's Conveyancer" means NXT Legal or any other legal practitioner or conveyancer the Purchaser notifies to the Vendor's Conveyancer in writing as acting for the Purchaser;
(k) "Trust Account" means the trust account described in the Annexure to this contract titled "Trust Account Details for Payment of Deposit" (the "Annexure"). The Annexure forms part of these Special Conditions; if the Annexure is inconsistent with SC 1 to SC 8, SC 1 to SC 8 prevail; and
(l) "Cooling-off Expiry Date" means the day on which the prescribed time under section 5(8) of the Land and Business (Sale and Conveyancing) Act 1994 (SA) ends, being the second clear business day (business day having the meaning it has for the purposes of that Act under the Legislation Interpretation Act 2021 (SA)) after the later of the Contract Date and the day the vendor's statement under section 7 of that Act (the "Form 1") was served on the Purchaser (where the Purchaser is more than one person, the later of the days on which each of them was served). This paragraph applies, and the Cooling-off Expiry Date is calculated in the same way, whether or not any certificate under section 5(7)(b) of that Act has been signed or given, and whether or not section 5 of that Act in fact applies to this contract. For this paragraph:
(i) "Form 1" includes any notice of amendment under section 10 of that Act, and if a notice of amendment is served after the Form 1 the day the notice of amendment was served is taken to be the day the Form 1 was served; and
(ii) the day the Form 1 was served on a person is the day stated in an acknowledgment of service signed by that person or by the Purchaser's Conveyancer on that person's behalf or, failing that, the day on which the DocuSign or other delivery record shows that person (or the Purchaser's Conveyancer on that person's behalf) first opened or viewed the Form 1 or was handed it personally, and not the day it was merely sent. Until the Form 1 has been served on each person constituting the Purchaser the Cooling-off Expiry Date has not occurred. If for any reason the prescribed time under section 5(8) of that Act has not ended by the end of the day calculated under this paragraph, the Cooling-off Expiry Date is instead the day on which the prescribed time in fact ends (disregarding settlement), and the Vendor's Conveyancer must, on becoming aware of it, give the Purchaser Notice of the corrected Cooling-off Expiry Date and the corrected day for payment of the Deposit under SC 4.2. Nothing in this paragraph affects SC 1.4.

1.2 Days are calendar days unless Business Days are stated. When counting days after a date, that date is not counted: if the Contract Date is 1 October, the day that is 14 days after it is 15 October. When counting Business Days before a day, that day is not counted but the day of receipt is. A party signs on the day (Adelaide time) on which the time stamp shown for that party's signature in the DocuSign certificate of completion falls (converted to Adelaide time if the certificate shows another time zone); the Contract Date is the day the last party so signs. All times are Adelaide time. A Notice required "by 5.00 pm" on a day must be received (as determined under SC 6.3) by that time.

1.3 Under the order of priority on the front page, the Particulars of Sale prevail over these Special Conditions, which prevail over the General Conditions. These Special Conditions vary the General Conditions, including: (a) GC 7 (Finance) is replaced by SC 2; (b) the time for payment of the Deposit under GC 8.2 is fixed by SC 4, GC 9 is supplemented and, where inconsistent, varied by SC 4.1 and SC 4.3, and GCs 8.3 to 8.7 (deposit bond or bank guarantee) do not apply unless the Vendor agrees in writing; (c) the day for Settlement under GCs 18 and 19 is fixed by SC 5; and (d) GC 28 (Service) is supplemented and, where inconsistent, varied by SC 6.

1.4 Nothing in these Special Conditions affects the Purchaser's right to cool off under section 5 of the Land and Business (Sale and Conveyancing) Act 1994 (SA).

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# Contract (Residential)

**Annexure A**

SPECIAL CONDITIONS (continued):

1.5 The Vendor must serve, or cause to be served, the Form 1 on each person constituting the Purchaser on or before the Contract Date or, failing that, as soon as practicable after it. The Vendor must (through the Vendor's Conveyancer) give the Purchaser Notice of the Contract Date and of the day (or days) on which each person constituting the Purchaser was served with the Form 1, attaching the acknowledgment of service or delivery record for the Form 1 and a copy of this contract signed by both parties, within 1 Business Day after the later of the Contract Date and the last of those service days; delivery to the Purchaser or the Purchaser's Conveyancer of the DocuSign completed envelope for this contract, together with an email stating those service days and attaching those records, is that Notice. A courtesy confirmation of other dates (including the Cooling-off Expiry Date and the day the Deposit is due) does not alter the dates fixed by this contract. Neither the Notice under this SC 1.5 nor any courtesy confirmation may request payment of any part of the Deposit before the end of the Cooling-off Expiry Date, and each must state that no payment is required, and none will be accepted, before the end of that day.

2. FINANCE:

2.1 This contract is subject to the Purchaser obtaining, by 5.00 pm on the Finance Date, approval of a loan from a bank or other lender chosen by the Purchaser, secured over the Property, for the amount stated in the Particulars of Sale or, if none is stated, the amount the Purchaser reasonably requires, with the Purchaser's own funds, to complete this purchase (the "Finance Condition").

2.2 Whether or not the "Finance (General Condition 7)" box in the Particulars of Sale is checked, or a lender, loan amount or Approval Date is inserted there, this SC 2 contains the whole of the finance condition and GC 7 does not apply.

2.3 The Purchaser must:
(a) within 2 Business Days after the later of the Contract Date and receipt of the Notice under SC 1.5, lodge a complete loan application with the chosen lender (directly or through a mortgage broker);
(b) promptly give the lender everything it requires and do everything reasonably necessary to obtain approval; and
(c) if asked by the Vendor's Conveyancer, promptly confirm in writing when the application was lodged and its progress. The Vendor must allow the lender or its valuer reasonable access to the Property on reasonable notice.

2.4 A loan is "approved" when the lender has given the Purchaser written approval of the loan. An approval subject only to conditions that are usual for the lender and within the Purchaser's control (for example, signing loan documents or paying the lender's fees or mortgage insurance) is approval. An approval subject to the sale of another property is not approval unless the Vendor agrees in writing.

2.5 A "Finance Approval Notice" is a Notice from the Purchaser stating that the loan has been approved, whenever it is given. If the loan is approved, the Purchaser should give a Finance Approval Notice as soon as practicable and by 5.00 pm on the Finance Date (not doing so is not a breach but has the consequences in SC 2.7 and SC 2.8), and must attach to it, or give the Vendor within 2 Business Days after the Vendor asks, a copy of the lender's written approval (irrelevant financial details may be redacted). A Finance Approval Notice is effective even if the approval is not attached.

2.6 If the lender has declined the loan, or the loan has not been approved by 5.00 pm on the Finance Date, the Purchaser may end this contract by Notice received by the Vendor by the Finance Cut-off. A Notice under this SC 2.6 is of no effect unless it attaches the lender's or broker's written confirmation that the loan has been declined or not approved and, if the Vendor has asked for it under SC 2.3(c), evidence of the date the application was lodged.

2.7 If the Vendor has not received a Finance Approval Notice or a waiver under SC 2.10 by 5.00 pm on the Finance Date, the Vendor may end this contract by Notice received by the Purchaser by the Finance Cut-off, unless before the Vendor's Notice is received the Vendor has received a Finance Approval Notice or a waiver. If a Finance Approval Notice and a Vendor's Notice under this SC 2.7 are received at the same time, the Finance Approval Notice prevails.

2.8 The Finance Condition is satisfied at the earliest of: (a) the time the Vendor receives a Finance Approval Notice, if received before this contract is ended under SC 2.6 or SC 2.7; (b) the time the Vendor receives a waiver under SC 2.10; and (c) the Finance Cut-off, if neither party has ended this contract under SC 2.6 or SC 2.7 by then. After that time neither party may end this contract because of the Purchaser's finance, and SC 2.6, 2.7, 2.9 and 2.10 cease to have effect (SC 2.5 still applies to a request for a copy of the approval).

2.9 The Vendor may (but need not) extend the Finance Date by Notice received by the Purchaser before the Finance Cut-off, in which case the Finance Cut-off is calculated from the extended Finance Date. An extension does not extend the Inspection Date unless the Notice says so, and does not prevent the Purchaser ending this contract under SC 2.6 at any time before the extended Finance Cut-off if the lender has declined the loan.

2.10 The Purchaser may waive the Finance Condition at any time before this contract is ended under this SC 2 by Notice to the Vendor.

3. BUILDING AND PEST INSPECTION:

3.1 This contract is subject to the Purchaser obtaining, at the Purchaser's cost and by 5.00 pm on the Inspection Date, written building and timber pest inspection reports on the dwelling and other improvements at the Property (the "Reports") which are satisfactory to the Purchaser (the "Inspection Condition"). Whether a Report is satisfactory is for the Purchaser, acting honestly and reasonably, to decide.

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# Contract (Residential)

**Annexure B**

SPECIAL CONDITIONS (continued):

3.2 The parties acknowledge that minor defects, maintenance items, cosmetic matters, wear and tear consistent with the age and construction of the improvements, and any matter disclosed to the Purchaser in writing before the Contract Date, would not ordinarily make a Report unsatisfactory.

3.3 The building inspection must be carried out by a licensed builder or qualified building inspector substantially in accordance with Australian Standard AS 4349.1, and the timber pest inspection by a licensed pest controller substantially in accordance with AS 4349.3 (or their successors).

3.4 The Purchaser must arrange the inspections promptly after the Contract Date so that the Reports are received before the Inspection Date, and must request access from the Vendor or the Vendor's Conveyancer (copying the Vendor's Conveyancer by email) giving at least 24 hours' notice of each inspection time. Inspections must be at a reasonable time on a Business Day (or another time the Vendor agrees) and non-invasive, and the Purchaser must make good any damage caused by an inspector. The Vendor must allow the inspectors reasonable access to the Property. If the Vendor does not give access within 2 Business Days after a request that complies with this SC 3.4, the Inspection Date is extended by one calendar day for each day after that period until access is first given (and, if the extended day is not a Business Day, to the next Business Day), and while access remains not given after the day that is 21 days after the Contract Date, the Purchaser may end this contract by Notice to the Vendor.

3.5 If a Report is not satisfactory to the Purchaser under SC 3.1, the Purchaser may end this contract by Notice received by the Vendor by 5.00 pm on the Inspection Date. If, despite compliance with SC 3.4, the Purchaser has not received a Report, the Purchaser may extend the Inspection Date by one Business Day (once only under this sentence) by Notice received by the Vendor by 5.00 pm on the Inspection Date stating that fact and identifying the outstanding Report. A Notice given because a Report is unsatisfactory must be accompanied by, or followed within 2 Business Days by, a complete copy of each Report relied on; failure to provide a copy does not invalidate the Notice. The Purchaser may not end this contract under this SC 3 for any other reason.

3.6 The Inspection Condition is satisfied at the earlier of: (a) the time the Vendor receives a Notice that the Purchaser is satisfied with the Reports or waives the Inspection Condition; and (b) 5.00 pm on the Inspection Date (as extended, if at all), if the Vendor has not received a Notice under SC 3.4 or SC 3.5 ending this contract by then. After that time the Purchaser may not end this contract because of anything in, or omitted from, the Reports, and this SC 3 ceases to have effect.

3.7 The Vendor may (but need not) extend the Inspection Date by Notice received by the Purchaser before 5.00 pm on the Inspection Date. An extension does not extend the Finance Date unless the Notice says so.

3.8 Nothing in this SC 3 is a warranty by the Vendor about the condition of the Property; GCs 2.5 and 17 continue to apply. The Vendor need not carry out any work identified in a Report unless the Vendor agrees in writing. Apart from the right to end this contract under SC 3.4 or SC 3.5, the Purchaser may not, because of the condition of the Property as at the Contract Date (whether or not disclosed in a Report), delay Settlement, object, requisition, claim a reduction of the Price or claim compensation.

4. ENDING THE CONTRACT; PAYMENT OF THE DEPOSIT:

4.1 If this contract is ended under SC 2 or SC 3: (a) any money paid by the Purchaser under this contract, including the Deposit, must be refunded to the Purchaser in full, without deduction, set-off or counterclaim, within 5 Business Days after the later of (i) the day the Vendor's Conveyancer receives the Notice ending the contract, or a copy of it, from either party and (ii) the day the Vendor's Conveyancer receives from the Purchaser's Conveyancer a written nomination of the account to which the refund is to be paid and has verified that nomination by telephone with the Purchaser's Conveyancer on a number obtained independently of any electronic communication (the Purchaser must ensure the nomination is given promptly and the Vendor's Conveyancer must verify it promptly); the Vendor irrevocably authorises and directs the Vendor's Conveyancer to pay the Deposit out of the Trust Account to that account within that period without any further direction from or consent of the Vendor, and GC 9 does not prevent that payment; the Vendor's Conveyancer may rely, without enquiry, on a Notice that on its face is given under SC 2.6, SC 2.7, SC 3.4 or SC 3.5 and (for SC 2.6) attaches the confirmation SC 2.6 requires, a payment made in reliance on such a Notice discharges the Vendor's Conveyancer as against both parties, and if the Vendor disputes that this contract has been ended the Vendor's remedy is against the Purchaser only; (b) to the extent the Deposit has not then been paid, the unpaid amount ceases to be payable, but interest that accrued under SC 4.6 up to the time this contract was ended remains payable by the Purchaser; and (c) neither party has any further claim against the other under this contract, except for a breach that occurred before the contract was ended (including a breach by the Purchaser of SC 2.3, SC 3.4 or SC 4.2).

4.2 The Purchaser must pay the Deposit ($27,500.00) in full so that cleared funds are received in the Trust Account no later than 4.00 pm on the second Business Day after the Cooling-off Expiry Date. That day is the date specified in the Particulars of Sale for payment of the Deposit under GC 8.2. The Vendor does not require, and the Vendor's Conveyancer will not accept, payment of any part of the Deposit before the end of the Cooling-off Expiry Date (section 5(5) of the Land and Business (Sale and Conveyancing) Act 1994 (SA)); any money nevertheless received in the Trust Account before then is not the Deposit, is held for the Purchaser alone, and must be repaid to the account from which it came within 2 Business Days after receipt unless, before it is repaid, the Purchaser or the Purchaser's Conveyancer requests in writing that it be held, in which case it is held for the Purchaser alone and is applied as payment of the Deposit at the start of the first Business Day after the Cooling-off Expiry Date. The Deposit is payable whether or not the Finance Condition or the Inspection Condition has then been satisfied, and is refundable under SC 4.1 if this contract is later ended under SC 2 or SC 3.

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# Contract (Residential)

**Annexure C**

SPECIAL CONDITIONS (continued):

4.3 The Property is sold without the intervention of an agent, so the Deposit is paid to the Vendor's Conveyancer under GC 8.2, by electronic funds transfer to the Trust Account quoting the payment reference "22748", and the Purchaser must email a remittance advice to the Vendor's Conveyancer on the day of the transfer. The Deposit is paid only when cleared funds are received in the Trust Account. The Vendor's Conveyancer holds the Deposit on trust pending Settlement under GC 8.2 and may deal with it only in accordance with GCs 8 and 9 and this contract. The Deposit may not be released to the Vendor under GC 9 before the Unconditional Date; this does not affect the Vendor's rights in respect of the Deposit if the Vendor ends this contract under GC 26. If a notice under section 5 of the Land and Business (Sale and Conveyancing) Act 1994 (SA) is given after any part of the Deposit has been paid, and that notice is given (within the meaning of section 5(2) of that Act) on or before the Cooling-off Expiry Date, or the Vendor agrees in writing or a court determines that this contract was rescinded under that section, the Vendor irrevocably authorises and directs the Vendor's Conveyancer to repay the money paid in full to the Purchaser under section 5(4) of that Act (the Deposit exceeds $100, so no part of it may be retained), to an account nominated by the Purchaser's Conveyancer in writing and verified by the Vendor's Conveyancer in the way described in SC 4.1(a), within 5 Business Days after the latest of the day the Vendor's Conveyancer receives a copy of the notice from either party, the day of that agreement or determination, and the day that nomination is received and verified, without any further direction from or consent of the Vendor, and any part of the Deposit then unpaid ceases to be payable and no interest is payable under GC 24 or SC 4.6 in respect of it. If the Vendor's Conveyancer receives a copy of a notice under section 5 that on its face was given after the Cooling-off Expiry Date, the Deposit continues to be held under GC 9, and nothing in this sentence limits any right the Purchaser has under section 5(4) of that Act against the Vendor.

4.4 The Deposit must be paid in money; a deposit bond or bank guarantee may not be used unless the Vendor agrees in writing (see SC 1.3(b)).

4.5 The Trust Account details will not be changed by email or other electronic communication. Before transferring the Deposit, the Purchaser must (personally or through the Purchaser's Conveyancer) verify the Trust Account details by telephone with the Vendor's Conveyancer on the number stated in the Annexure or a number obtained independently of any electronic communication, and must not act on any purported change to those details unless verified in that way. As between the Vendor and the Purchaser, payment to any account other than the Trust Account is not payment of the Deposit under this contract and is at the Purchaser's risk.

4.6 If the Deposit is not paid in accordance with SC 4.2, the Purchaser is in default, GCs 23 to 26 apply, and interest is payable on the unpaid Deposit at the rate under GC 24 from the day it was due until it is paid.

5. SETTLEMENT:

5.1 Settlement is to take place on the Settlement Date fixed under this SC 5, which must be a Business Day within the Settlement Window.

5.2 The Purchaser must nominate the Settlement Date by Notice to the Vendor (a "Settlement Nomination"). A Settlement Nomination may be given at any time (including before the Unconditional Date) and may nominate a day by reference to the Unconditional Date (for example, "14 days after the Unconditional Date"). A Settlement Nomination is valid only if:
(a) the nominated day is within the Settlement Window; and
(b) it is received by the Vendor at least 7 Business Days before the nominated day. If the nominated day is not a Business Day, the next Business Day is taken to be nominated and paragraph (b) is measured to it. A Settlement Nomination that satisfies paragraph (a) but not paragraph (b) is taken to be a valid Settlement Nomination of the earliest Business Day within the Settlement Window that is at least 7 Business Days after it is received (and if there is no such day, it is not valid). A Settlement Nomination received before the Unconditional Date takes effect, if valid, on the Unconditional Date. Only the first valid Settlement Nomination received has effect.

5.3 If the Vendor has not received a valid Settlement Nomination by 5.00 pm on the day that is 7 Business Days before the last day of the Settlement Window, the Settlement Date is the last day of the Settlement Window.

5.4 A valid Settlement Nomination, once received, binds both parties and cannot be withdrawn. The Settlement Date may be changed, and a day outside the Settlement Window agreed, only by written agreement between the parties (which may be by email between their conveyancers).

5.5 The Settlement Date is the day specified in the Particulars of Sale for Settlement for the purposes of GCs 12, 15, 17, 18, 19, 24 and 27 and every other provision of this contract. Time is of the essence (GC 27.1).

5.6 Settlement will be electronic under GC 19. The Vendor (through the Vendor's Conveyancer) will create the electronic workspace and nominate in it the Settlement Date and a time between 10.00 am and 4.00 pm on that day, and the Purchaser must ensure the Purchaser's Conveyancer joins the workspace and accepts that date and time within 2 Business Days after invitation.

6. NOTICES AND GENERAL:

6.1 A Notice must be in writing and may be signed and given by a party's conveyancer on that party's behalf; a Notice to a party's conveyancer is a Notice to that party. A Notice may be given: by email to the Vendor's Conveyancer at jack@jkaco.com.au (quoting reference 22748); by email to the Purchaser's Conveyancer at the email address stated for the Purchaser's Conveyancer in the Particulars of Sale (or another email address that conveyancer notifies in writing) or, if no such address is stated or notified, by email to the Purchaser at the email address stated for the Purchaser in the Particulars of Sale or, failing that, the email address DocuSign used to send this contract to the Purchaser for signing; or by any other method permitted by GC 28.

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# Contract (Residential)

**Annexure D**

SPECIAL CONDITIONS (continued):

6.2 Where the Purchaser is more than one person, a Notice given by or to any one of them is given by or to all of them, and the obligations of the Purchaser under these Special Conditions bind them jointly and severally.

6.3 A notice sent by email is received when it enters the recipient's email system, unless the sender receives a delivery failure message. A notice received after 5.00 pm on a Business Day, or on a day that is not a Business Day, is taken to be received at 9.00 am on the next Business Day. This SC 6.3 applies to every notice under this contract (including under the General Conditions) and prevails over GC 28 to the extent of any inconsistency, but not to a notice under section 5 of the Land and Business (Sale and Conveyancing) Act 1994 (SA).

6.4 Where these Special Conditions allow the Vendor to extend a date or agree to something, the Vendor may do so by email from the Vendor's Conveyancer. If the Vendor proposes conditions, the extension or agreement takes effect only when the Purchaser accepts those conditions in writing. The Vendor need not agree to any extension or request.

6.5 If any part of these Special Conditions is invalid or unenforceable, it is severed and the rest of this contract continues to apply.

7. ACKNOWLEDGEMENT BY THE VENDOR AND PURCHASER:

7.1 That the sale and purchase was privately negotiated between the parties and both parties acknowledge and agree that JKA & Co Conveyancing have only been instructed to prepare the private Residential Contract and Form 1 solely based on the information supplied by the parties and no representation has been made by JKA & Co Conveyancing in respect of the said Property.

8. DOCUSIGN:

In this clause:

8.1 DocuSign means the secure electronic technology system operated by DocuSign Inc;
8.2 The parties acknowledge and agree that prior to signing this contract both the Vendor and the Purchaser consented to the Contract being electronically signed using DocuSign;
8.3 The Contract may be validly created by counterparts electronically signed by each party using DocuSign and shall together be deemed to constitute one and the same instrument;
8.4 It is agreed that the delivery of the counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
8.5 For the avoidance of doubt, no witnessing of a party's signature is required;
8.6 The parties agree to be bound by copies of this Contract which has been electronically signed using DocuSign in accordance with this Special Condition; and
8.7 The parties agree that they will be bound by, have complied with and will comply with the Electronic Communications Act 2000 (SA), in relation to the execution of this Contract.

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# Contract (Residential)

**Annexure E**

TRUST ACCOUNT DETAILS FOR PAYMENT OF DEPOSIT:

This Annexure forms part of the Special Conditions (see Special Conditions 1.1(k) and 4). Defined terms have the meaning given in the General Conditions and Special Conditions. If this Annexure is inconsistent with the Special Conditions, the Special Conditions prevail.

1. The Deposit:
The Deposit under this contract is $27,500.00. Under Special Condition 4.2 it must be received in cleared funds in the trust account below no later than 4.00 pm (Adelaide time) on the second Business Day after the Cooling-off Expiry Date as defined in Special Condition 1.1(l) (in short: the second clear business day after the later of the Contract Date and the day the Form 1 was served on each Purchaser, calculated the same way whether or not section 5 of the Land and Business (Sale and Conveyancing) Act 1994 (SA) applies; the Special Conditions govern if this summary differs). The Vendor does not require payment of the Deposit before the cooling-off period ends and the Vendor's Conveyancer will not accept it before then. The Deposit is payable even if finance approval or the building and pest reports are still outstanding; if the contract is later ended under Special Condition 2 or 3 the Deposit is refunded in full under Special Condition 4.1.

2. Where to pay the Deposit:
The Property is sold without the intervention of an agent, so under General Condition 8.2 and Special Condition 4 the Deposit is paid to the Vendor's Conveyancer by electronic funds transfer to:
Account Name: JKA AND CO PTY LTD Trust Account
Bank: ANZ
BSB: 015140
Account Number: 424291112
Payment Reference: 22748
Quote reference 22748 on the transfer and email the remittance advice to jack@jkaco.com.au on the day of transfer.

3. Holding the Deposit on trust:
JKA & Co Conveyancing (JKA & CO PTY LTD) holds the Deposit in its trust account on trust pending Settlement under General Condition 8.2 and may deal with it only in accordance with the contract (General Conditions 8 and 9 and Special Condition 4), the Conveyancers Act 1994 (SA) and, if the Purchaser cools off after paying, section 5 of the Land and Business (Sale and Conveyancing) Act 1994 (SA) (in which case, if the notice was given on or before the Cooling-off Expiry Date, it is repaid in full to the Purchaser under Special Condition 4.3). It will not be released to the Vendor before the Unconditional Date.

4. Cleared funds and transfer limits:
The Deposit is paid only when cleared funds are received in the trust account. Daily internet banking limits may prevent $27,500.00 being sent in one transaction; the Purchaser should arrange with their bank in advance so the whole Deposit arrives by the deadline in Special Condition 4.2.

5. IMPORTANT - PROTECT YOURSELF AGAINST PAYMENT FRAUD:
These trust account details will not be changed by email or other electronic communication. The Vendor's Conveyancer will not ask by email to be paid to a different account; any change would be confirmed by telephone on the number above. If you receive any email, letter, text or call suggesting these details have changed, or asking for payment to another account, do not pay, it is likely to be a scam.

Before transferring the Deposit, the Purchaser (personally or through the Purchaser's Conveyancer) must telephone JKA & Co Conveyancing on 0499 409 689, or a number obtained independently (for example the firm's website), not a number in an email, to confirm the BSB and account number. Under Special Condition 4.5, as between the Vendor and the Purchaser, payment to any account other than the account set out above is not payment of the Deposit under the contract and is at the Purchaser's risk.

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# Form R3

*Land and Business (Sale and Conveyancing) Act 1994* (section 13A)
*Land and Business (Sale and Conveyancing) Regulations 2025* (regulation 17)

# Buyers information notice

## Prescribed notice to be given to purchaser

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 (CBS) recommends that you check the Consumer and Business Advice section on the following 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 e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **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** (e.g. 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.

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# Form R7

*Land and Business (Sale and Conveyancing) Act 1994* (section 24B)
*Land and Business (Sale and Conveyancing) Regulations 2025* (regulation 21)

## Warning notice
## Financial and investment advice

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:

a) 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

b) 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.

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| | |
|---|---|
| **Product** | Register Search (CT 5410/898) |
| **Date/Time** | 04/09/2026 11:31AM |
| **Customer Reference** | 22/748 |
| **Order ID** | 20260904004498 |

REAL PROPERTY ACT, 1886
South Australia

**The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.**

# Certificate of Title - Volume 5410 Folio 898

**Parent Title(s)** CT 1074/167

**Creating Dealing(s)** RTC 8236594

**Title Issued** 09/04/1997 **Edition** 6 **Edition Issued** 17/04/2024

## Estate Type

FEE SIMPLE

## Registered Proprietor

SAMAR MOUHASSEB
OF UNIT 5 177 CROSS ROAD WESTBOURNE PARK SA 5041

## Description of Land

ALLOTMENT 20 DEPOSITED PLAN 45680
IN THE AREA NAMED KADINA
HUNDRED OF WALLAROO

## Easements

NIL

## Schedule of Dealings

| Dealing Number | Description |
|---|---|
| 14254174 | MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141) |

## Notations

| | |
|---|---|
| **Dealings Affecting Title** | NIL |
| **Priority Notices** | NIL |
| **Notations on Plan** | NIL |
| **Registrar-General's Notes** | NIL |
| **Administrative Interests** | NIL |

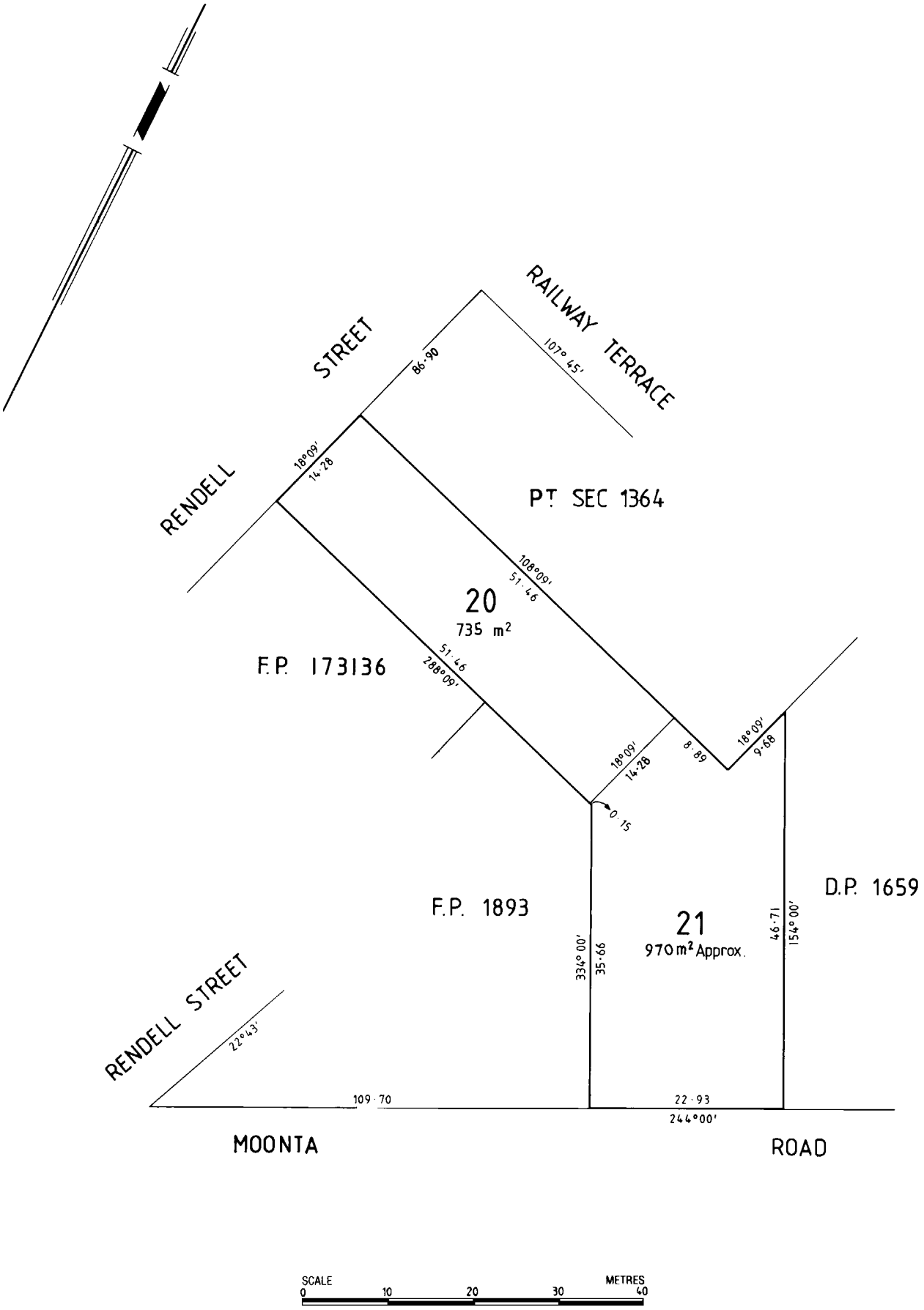


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LAND SERVICES SA

| | |
|---|---|
| **Product** | Register Search (CT 5410/898) |
| **Date/Time** | 04/09/2026 11:31AM |
| **Customer Reference** | 22/748 |
| **Order ID** | 20260904004498 |






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