

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	The Property Co Group Suite 12 12-14 Northumberland Road Caringbah NSW 2229 Phone: 02 8320 6666 Fax: Ref:	
co-agent vendor	Margaret Mary Harper 52 Serpentine Road Kirrawee NSW 2232	
vendor's solicitor	Lawlab Pty Limited Shop 5 418A Elizabeth Street Surry Hills NSW 2010	Phone: 1800 529 522 Fax: 1300 529 522 Email: conveyancing@lawlab.com.au Ref: 43721
date for completion	42 days after the date of this contract (clause 15)	
land (address, plan details and title reference)	52 Serpentine Road KIRRAWEE NSW 2232 Registered Plan: Lot 6 in Deposited Plan 222711 Folio Identifier 6/222711	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: Garden Shed,	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions ☒ blinds ☒ dishwasher ☒ light fittings ☒ stove
☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment
☒ clothes line ☒ insect screens ☐ solar panels ☐ TV antenna
☐ curtains ☒ other: 2x Gas Heaters, 2x Air Conditioners, Snooker Table and Accessories

exclusions

purchaser Hudsonlin Investment Pty Ltd ACN 149 783 853
 40 North West Arm Road Gympie NSW 2227

purchaser's solicitor Sunfield Chambers Solicitors & Associate
 Suite 2022 Level 22 31 Market Street Sydney NSW 2000

Phone: 02 92671112
 Fax: amy.zhu@schambers.com.au
 Ref:

price \$1,720,000.00
 deposit \$172,000.00
 balance \$1,548,000.00

(10% of the price, unless otherwise stated)

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)
 The price includes
 GST of:

witness

- 12.1.3. must be valid for the period of at least 1 month after the Completion Date;
- 12.1.4. contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- 12.1.5. contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

There are several agents who are able to provide a deposit bond on behalf of QBE Insurance (Australia) Ltd, including Deposit Assure Pty Ltd (www.depositassure.com.au).

13. GUARANTEE

13.1. This special condition only applies if the purchaser is a corporation or a trustee of a trust.

13.2. In this special condition:

Guarantors means the directors of the purchasing corporation (if applicable) or the individual trustees or main beneficiaries of the purchasing trust (if applicable) and including those set out below:

Guarantor 1 Full Name: Richard Neil Hudson

Guarantor 2 Full Name: Xiu Lin Lin

XIU LI LIN *dl*

13.3. In consideration of the vendor agreeing to sell the property to the purchaser, the guarantors jointly and severally agree to:

13.3.1. guarantee any and all amounts payable under the contract by the purchaser to the vendor; and

13.3.2. indemnify the vendor against all losses, costs, charges and expenses whatsoever that the vendor may incur by reason of any default by the purchaser.

13.4. This guarantee shall be continuing and shall not be released by:

13.4.1. any neglect or forbearance on behalf of the vendor in enforcing payment of any monies payable under this contract or for the performance or observance of the contract obligation or conditions herein or by time being given to the purchaser for any such payment, performance or observance; or

13.4.2. any rule of law or enquiry which, but for this clause, would have the effect of releasing the guarantors.

13.5. Service of any demand or notice on the guarantors or either of them shall be in accordance with printed clause 20.6.

13.6. Where not inconsistent with the context guarantor shall mean and include an executor, administrator or assign of that guarantor.

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Guarantor

RICHARD NEIL HUDSON

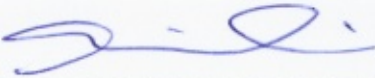
Print name of guarantor

Adam Zheng

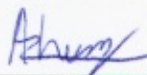
Witness

Adam Zheng

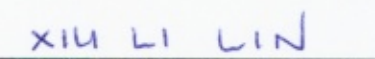
Print name of witness



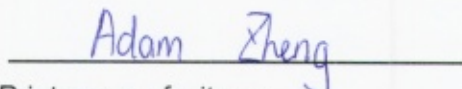
Guarantor



Witness



Print name of guarantor



Print name of witness

14. RESIDENTIAL REQUISITIONS

- 14.1. This special condition only applies if the property is residential and not strata titled.
- 14.2. For the purposes of printed clause 5 the purchaser shall submit requisitions in the form of the **Law Society of New South Wales Requisitions 2017 edition – Residential** that are attached to this contract.
- 14.3. The Purchaser acknowledges that the requisitions and replies to those requisitions are attached to the Contract and are deemed to have been served at the date of this Contract.

15. STRATA REQUISITIONS

- 15.1. This special condition only applies if the property is residential and is strata titled.
- 15.2. For the purposes of printed clause 5 the purchaser shall submit requisitions in the form of the **Law Society of New South Wales Requisitions 2017 edition – Strata** that are attached to this contract.
- 15.3. The Purchaser acknowledges that the requisitions and replies to those requisitions are attached to the Contract and are deemed to have been served at the date of this Contract.

16. ELECTRONIC SIGNATURE AND EXCHANGE

- 16.1. This Contract may be executed:
- 16.1.1. in any number of counterparts and all the counterparts together shall make one instrument;
 - 16.1.2. electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract;
- 16.2. This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile;
- 16.3. The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- 16.4. The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object to or delay settlement because of anything contained in this clause.
- 16.5. The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.
- 16.6. For the purposes of this clause, **DocuSign** means the esignature software and platform located at www.docusign.com.

17. COMPLETION DATE

- 17.1. Despite any other term in this Contract, if the completion date falls within the period 25 December 2021 to 5 January 2022 (inclusive) then completion shall occur on the next business day following that period.