

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Integrated Norwest Management Pty Ltd T/A PRD Norwest Suite 4.03, Level 4, 10 Century Circuit, Norwest NSW 2153</b>	<b>Phone: 02 7228 8000 Ref: David Inkster</b>
co-agent		
vendor	<b>Haitchin Maitland Pty Ltd ACN 637 919 183</b>	
vendor's solicitor	<b>Apex Lawyers Pty Ltd Suite 1901, Level 19, 109 Pitt Street, Sydney NSW 2000</b>	<b>Phone: 02 8599 6997 Fax: 02 8599 6998 E: <a href="mailto:christine.chen@apexlawyers.com.au">christine.chen@apexlawyers.com.au</a>; <a href="mailto:jason.chen@apexlawyers.com.au">jason.chen@apexlawyers.com.au</a></b>
date for completion land (address, plan details and title reference)	<b>Refer to the definition of "Completion Date" in Special Condition 33.1 (clause 15) Unit No. [ 4.04 ], Proposed Lot [ 49 ] / 7 Maitland Place, Norwest NSW 2153 Unregistered Plan: Proposed Lot [ 49 ] in an unregistered plan of strata subdivision (a copy of which is annexed to this contract) of proposed Lot 11 in an unregistered plan of subdivision (a copy of which is annexed to this contract) of Lot 1 in Deposited Plan 866565 Part folio identifier: 1/866565</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> commercial unit <input type="checkbox"/> retail <input type="checkbox"/> carspace <input type="checkbox"/> storage <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	Refer to Annexure 7 – Draft Schedule of Finishes	
exclusions	Any item not included in Annexure 7 – Draft Schedule of Finishes	
purchaser	<b>INFINITY DREAM PTY LTD ACN 657 727 967</b>	
<input type="checkbox"/> Subject to FIRB	<b>Unit 10, 342 Old Northern Road, Castle Hill NSW 2154</b>	
<input checked="" type="checkbox"/> Not subject to FIRB		
purchaser's solicitor	<b>KWL Lawyers Level 16/55 Clarence St, Sydney NSW 2000</b>	<b>Phone: 02 9384 0100 Fax: Email: <a href="mailto:timothy@kwllawyers.com.au">timothy@kwllawyers.com.au</a></b>
Price	<b>\$442,175.00</b>	<b>(plus GST)</b>
deposit	<b>\$ 44,217.50</b>	<b>(10% of the price, unless otherwise stated)</b>
balance	<b>\$397,957.50</b>	<b>(plus GST)</b>
contract date	(if not stated, the date this contract was made)	

**Depositholder**      ☒ vendor's solicitor      ☐ vendor's agent

## See Execution Page

**Vendor**

**GST AMOUNT (optional)**

The price includes

GST of: \$

**witness**

## See Execution Page

**Purchaser**

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

**witness**

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 30):

To be advised by the Vendor's  
solicitor on service of the  
Registration Notice

**Electronic transaction** (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the  
proposed applicable waiver, in the space below, or serve  
*within 14 days of the contract date*):

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

**Land tax** is adjustable

☐ NO ☒ yes

**GST:** Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW payment*  
(GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide  
further details)

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

### **GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

### General

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

### Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

### Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

### Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata – lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement – off the plan contract
- ☐ 58 other document relevant to off the plan contract

### Other

- ☒ 59 See Annexures 1, 2, 3, 4, 5, 6 and 7.

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

To be advised

## **CONTRACT AMENDMENT SHEET**

This contract amendment sheet forms part of the Contract for Sale in respect of Unit No. [ **4.04** ], Proposed Lot [ **49** ] / 7 Maitland Place, Norwest NSW 2153 (**Contract**).

The following are the amendments to the Special Condition(s) of the Contract:

1. Special Condition 33.1 - replace "12%" with "10%" in the definition of "Interest Rate".
2. Special Condition 41.3 - replace "3.30pm" with "4.30pm".
3. Special Condition 50.5 - replace "one (1) occasion" with "two (2) occasion".
4. Special Condition 52(a) - replace "\$3,000.00" with "\$2,000.00".
5. Special Condition 52(b) - replace "\$500.00" with "\$250.00".
6. Special Condition 52(c) - replace "\$3,000.00" with "\$2,000.0".
7. Add a Special Condition 74 as follows:

***"74. Free timber flooring upgrade***

*Notwithstanding any other provisions of this Contract, in the event that the Purchaser selects "**TIMBER FLOORING**" as an Optional Upgrade pursuant to Special Condition 71, the Vendor agrees that Special Condition 71(e) will not apply insofar as it relates to this "**TIMBER FLOORING**" upgrade."*