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**Contract for the sale and purchase of land 2018 edition**

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| **TERM** | **MEANING OF TERM NSW Duty:**  |
| vendor’s agent | JKL Real EstateShop 4, The Marina Tel: 6554 87172 Little Street, Forster NSW 2428 Fax: 6555 8664 |
| co-agent |   |
| Vendor | ANTHONY JAMES PANETTA81 Barrie StreetKillara NSW 2071 |
| vendor’s solicitor |  Mark M Morris, Solicitor Tel: 6555 6966 PO Box 563, FORSTER NSW 2428 DX 7111 FORSTER Fax: 6554 9926 |
| date for completion  | 42nd day after the contract date (clause 15) |
| land (address,plan details and title reference) |  1/17917 / 44 Head Street FORSTER NSW 242844 Head Street FORSTER NSW 2428Lot 1 in Deposited Plan 1/17917 |
|  |  [ ]  VACANT POSSESSION [ ]  subject to existing tenancies |
| improvements |  [ ]  HOUSE [ ]  garage [ ]  carport [ ]  home unit [ ]  carspace [ ]  storage space [ ]  none [ ]  other:   |
| 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:  |
| exclusions |   |
| Purchaser |  |
| purchaser’s solicitor |  |
| pricedepositbalance | $$ (10% of the price, unless otherwise stated)$ |
| contract date |  (if not stated, the date this contract was made) |
| buyer’s agent |   |

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| **vendor** |  | **GST AMOUNT** (optional)The price includesGST of: $ |  | **witness** |

**purchaser [ ]**  JOINT TENANTS [ ]  tenants in common [ ]  in unequal shares **witness**

**Choices**

Vendor agrees to accept a ***deposit-bond*** (clause 3) [ ]  NO [ ]  yes

**Proposed *electronic transaction*** (clause 30) [ ]  no [ ]  YES

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

**Land tax** is adjustable [ ]  NO [ ]  yes

**GST**: Taxable supply [ ]  NO [ ]  yes in full [ ]  yes to an extent

Margin scheme will be used in making the taxable supply [ ]  NO [ ]  yes

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

[ ]  not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

[ ]  by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

[ ]  GST-free because the sale is the supply of a going concern under section 38-325

[ ]  GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

[ ]  input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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| Purchaser must make an *RW payment* |  [ ]  NO |  [ ]  yes (if yes, vendor must provide |
| (residential withholding payment) |  |  further details) |
|  | If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date. |

***RW payment* (residential withholding payment) *–* further details**

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

Supplier’s name:

Supplier’s ABN:

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

Supplier’s proportion of *RW payment*: $

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

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

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

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

If “yes”, the GST inclusive market value of the non-monetary consideration: $

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

**List of Documents**

|  |  |
| --- | --- |
| **General** [x]  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 [x]  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) [x]  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 document relevant to off-the-plan sale**Other** **[ ]**  58 |

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