© 2018 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457

You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

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

|  |  |
| --- | --- |
| **TERM** | **MEANING OF TERM NSW Duty:** |
| vendor’s agent | JKL Real Estate  Shop 4, The Marina Tel: 6554 8717  2 Little Street, Forster NSW 2428 Fax: 6555 8664 |
| co-agent |  |
| vendor | ANTHONY JAMES PANETTA  81 Barrie Street  Killara 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) | 2/17917 / 46 Head Street FORSTER NSW 2428  Lot 2 in Deposited Plan 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 |  |
| price  deposit  balance | $  $ (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** |

**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)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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**  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 document relevant to off-the-plan sale  **Other**  58 |

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