



RESIDENTIAL CONTRACT

Schedule

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA INCORPORATED
FOR THE EXCLUSIVE USE OF REISA MEMBERS

ITEM 1 - Vendor	Name(s): AVJENNINGS PROPERTIES LTD.		
	ABN (if applicable): 004 601 503		
	Address: Level 2, 18 Dequetteville Terrace, Kent Town SA 5067		
	Telephone:	Work: (08) 8349 1600	Home: Not Applicable
		Mobile: Not Applicable	Facsimile: (08) 8243 2244
	Email:		
	Vendor's Conveyancer:	Name: Finlaysons	Facsimile: (08) 8232 2944
Telephone: (08) 8235 7400		Email: christine.ward@finlaysons.com.au	
ITEM 2 - Purchaser	Name(s):		
	ABN (if applicable):		
	Address:		
	Telephone:	Work:	Home:
		Mobile:	Facsimile:
	Email:		
	Purchaser's Conveyancer:	Name:	
Telephone:		Email:	
ITEM 3 - Agent	Company Name / Legal Entity: AVJENNINGS REAL ESTATE PTY LTD		
	Company Representative:		
	ABN: 63 004 487 432		RLA No: 124472
	Address: Level 2, 18 Dequetteville Terrace, Kent Town SA 5067		
	Telephone:	Work: (08) 8300 0700	Facsimile: (08) 8300 0781
		Mobile:	Other:
	Email:		
ITEM 4 - The Land	Proposed Allotment shown on the Draft Plan of Division attached as Annexure B to this Agreement, being a portion of the land comprised in Certificate of Title Volume 6247 Folio 52, being land situated in the area named Murray Bridge in the Hundred of Mobilong in the Council area of the Rural City of Murray Bridge.		

ITEM 5 - GST	<p>1. Is the Vendor liable for GST on the Property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, GST is not applicable. If Yes, answer questions 2 and 3.</p> <p>2. Is GST to be added to the Purchase Price? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, clause 18.1 will apply. Also refer Special Condition 10</p> <p>3. Do the parties agree that the Margin Scheme is to be used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, clause 18.5 will apply. Also refer Special Condition 10</p> <p><i>Note: The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice.</i></p>
ITEM 6 - Purchase Price	<p>The sum of: Words \$</p> <p>GST (if applicable): \$ Included</p> <p>Total Purchase Price: \$</p>
ITEM 7 - Deposit	<p>The sum of: Words: _____ \$ (GST Inclusive)</p> <p>Also see Annexure A of the Further Terms Payable:</p> <p><input checked="" type="checkbox"/> on the next business day following the expiration of the cooling off period (section 5 of the <i>Land and Business (Sale and Conveyancing) Act 1994</i>); OR</p> <p><input type="checkbox"/> upon signing of this Agreement; or</p> <p><input type="checkbox"/> on or before ____/____/____; or</p> <p><input type="checkbox"/> secured by Guarantee pursuant to Annexure 5</p> <p><input type="checkbox"/> Other (specify) _____</p>
ITEM 8 - Settlement Date	<p><input type="checkbox"/> On the _____ day of _____ 20____;</p> <p>OR</p> <p><input checked="" type="checkbox"/> Within seven (7) days of the satisfaction of Special Condition Three (3) (if any);</p> <p>AND/OR-See Annexure A of the Further Terms</p> <p><input type="checkbox"/> Other date as may be agreed between the parties in writing</p>
ITEM 9 - Included Chattels	<p><input checked="" type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Specify _____</p> <p><i>Note: Any included chattels subject to hire purchase or other finance arrangement must be paid out on or prior to Settlement by the Vendor so that chattels are transferred free of encumbrance to the Purchaser at Settlement.</i></p>
ITEM 10 - Excluded Chattels	<p><input checked="" type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Specify</p>



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ITEM 11 - Exceptions	<input type="checkbox"/> None known			
	<input checked="" type="checkbox"/> Easements <input checked="" type="checkbox"/> Encumbrances <input type="checkbox"/> Rights of Way Details or any other Exceptions: Easement – See Certificates of Title Annexed at Annexure B To be subject to an Encumbrance to the Developer in substantially similar form as that attached as Annexure C of the Further Terms (See also Annexure A of the Further Terms)			
ITEM 12 - Tenancies	Is sale subject to an existing tenancy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	Managing Agent:		Telephone:	
	Tenant:	Name(s):		
	Term:	<input type="checkbox"/> Fixed:	Commencement Date: ____/____/____	End Date: ____/____/____
		<input type="checkbox"/> Periodic:	Commencement Date: ____/____/____	
	Rent:	Amount:	\$ _____ per week	
		Frequency:	Payable in advance: <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Calendar monthly	
Security Bond:	Amount:	\$ _____		
	Lodged at:	_____		
ITEM 13 - Notices and Orders	<input checked="" type="checkbox"/> None known <input type="checkbox"/> Specify _____ _____			
ITEM 14 - Known Breaches of Strata Titles Act 1988/Community Titles Act 1996	<input checked="" type="checkbox"/> None known Strata/Community Manager: _____ Telephone: _____ _____ Details of breach:			
ITEM 15 - Works to be carried out by Vendor	<input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Specify <p style="text-align: center;">See Annexure A of the Further Terms</p>			

ITEM 16 - Special Conditions	<input type="checkbox"/> Subject to Finance – Annexure 1 <input type="checkbox"/> Subject to Sale and Settlement of Purchaser's property – Annexure 2 <input type="checkbox"/> Subject to Settlement of Purchaser's property – Annexure 3 <input type="checkbox"/> Special Conditions – Annexure 4 <input type="checkbox"/> Provisions of Deposit by way of Guarantee – Annexure 5
ITEM 17 - Further Terms of Sale	<input checked="" type="checkbox"/> Other Annexure A – Further Special Conditions Annexure B – Draft Plan of Division and Certificates of Title Annexure C – Encumbrance Annexure D – Urban Design Guidelines Annexure E – Allotment Development Plan Annexure F – Form R3 <input type="checkbox"/> As detailed below:

ANNEXURE 1

**SPECIAL CONDITION
SALE SUBJECT TO APPROVAL OF FINANCE**

1. This Agreement is subject to the Lender specified in Item 1 below agreeing on or before the date described in Item 2 to grant to the Purchaser a conditional or unconditional loan to purchase the Land for not less than the amount described in Item 3 and for the term specified in Item 4.
2. The Purchaser will use its best endeavours to apply for and do everything necessary to obtain the loan and if the Lender specified in Item 1 (if any) will not grant the loan, the Purchaser must use its best endeavours to apply for and do everything necessary to obtain the loan from another Lender.
3. If the Lender does not agree by the date specified in Item 2 to grant a conditional or an unconditional loan to the Purchaser to purchase the Land or agrees to grant a loan but the loan is for less than the amount described in Item 3 or is for a term less than that specified in Item 4, and the Purchaser has given written evidence of such to the Vendor on or prior to the date, then clause 14.3 of this Agreement shall apply.
4. If the Purchaser does not give the required written evidence to the Vendor by the date described in Item 2, then the Purchaser is deemed to have satisfied this Special Condition and must proceed with its obligations to purchase the Land in accordance with the other provisions of this Agreement.
5. Without in any way affecting the other provisions of this Special Condition, the Purchaser must immediately deliver to the Vendor written notice and/or evidence signed by the Lender that the Lender has either disagreed or agreed to grant the loan conditionally or unconditionally to the Purchaser to purchase the Land.
6. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of this Agreement will apply.
7. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

ITEM	DETAIL
Item 1 Lender	Name: _____ Address: _____ OR any other such person or institution that is deemed acceptable by the Purchaser
Item 2 Date on or before which the Lender is to approve the loan	Date: _____ OR such other date as agreed in writing by the parties
Item 3 Minimum amount of loan	Amount: \$ _____
Item 4 Terms of loan: (a) Term of loan (b) Commencing Interest rate of loan	Term in years: _____ Not exceeding _____ % per annum

THIS ANNEXURE 1 IS NOT A REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA SPECIAL CONDITION

ANNEXURE 2

SPECIAL CONDITION

SALE SUBJECT TO SALE AND SETTLEMENT OF PURCHASER'S PROPERTY

1.	This Agreement is subject to the Purchaser entering into a contract for the sale of the Purchaser's property described in Item 1 below (" Purchaser's Property ") on or before the date described in Item 2 below (" Date ") and that contract becoming unconditional on or before the date described in Item 3 below (" Unconditional Date ") for not less than the price described in Item 4 below (" Price ") (or, if the Purchaser accepts a lesser sum, then that lesser sum) and settlement on that contract taking place on or before the date described in Item 5 below (" Purchaser's Settlement Date ").
2.	The Purchaser shall use its best endeavours (including, but not limited to, engaging in proper marketing and advertising) to enter into a contract for the sale of the Purchaser's Property on or before the Date and that contract becoming unconditional on or before the Unconditional Date at no less than the Price and to settle on that sale before the Purchaser's Settlement Date.
3.	<p>Right of Purchaser to Terminate</p> <p>If the Purchaser:</p> <p>3.1 does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or</p> <p>3.2 enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or</p> <p>3.3 does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date,</p> <p>then unless the Purchaser waives this Special Condition in writing, clause 14.3 of the Agreement shall apply.</p>
4.	<p>Right of Vendor to Terminate</p> <p>If the Purchaser:</p> <p>4.1 does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or</p> <p>4.2 enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or</p> <p>4.3 does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract or before the Purchaser's Settlement Date, and</p> <p>4.4 does not deliver to the Vendor a notice in writing stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement, within two (2) business days of the Date,</p> <p>the Vendor can terminate this Agreement in writing to the Purchaser.</p>
5.	For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of the Agreement will apply.
6.	In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

ITEM	DETAIL
Item 1 Description of Purchaser's property	Certificate of Title Details: Address:
Item 2 Date by which Purchaser is to enter into a contract	Date: OR such other date as agreed in writing by the parties
Item 3 Date by which contract is to become unconditional	Date: OR such other date as agreed in writing by the parties
Item 4 Price for Purchaser's property	Words: \$
Item 5 Date by which settlement is to be effected	Settlement Date: OR such other date as agreed in writing by the parties

ANNEXURE 3

SPECIAL CONDITION SALE SUBJECT TO SETTLEMENT OF PURCHASER'S PROPERTY

1.	This Agreement is subject to the settlement on the sale of the property described in Item 1 below (" Purchaser's Property ") on the date specified in Item 2 below (" Date ") in accordance with the contract entered into by the Purchaser on the date described in Item 3.
2.	The Purchaser shall use its best endeavours (including, but not limited to doing all things necessary) to effect settlement on the contract for the sale of the Purchaser's Property on or before the Date.
3.	If settlement does not take place on the sale of the Purchaser's Property on or before the Date then, unless the Purchaser has given notice in writing to the Vendor waiving this Special Condition, clause 14.3 of the Agreement shall apply.
4.	If settlement does not take place on the sale of the Purchaser's Property on or before the Date then unless the Purchaser delivers to the Vendor written notice stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement within two (2) business days of the Date, the Vendor can terminate this Agreement by written notice to the Purchaser.
5.	For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of the Agreement will apply.
6.	In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

ITEM	DETAIL
Item 1 Description of Purchaser's property	Certificate of Title Details: Address:
Item 2 Date by which settlement is to be effected	Date: OR such other date as agreed in writing by the parties
Item 3 Date of contract	Date: OR such other date as agreed in writing by the parties

ANNEXURE 5

FURTHER TERM OF SALE PROVISION OF DEPOSIT BY WAY OF GUARANTEE

1.	<p>Deposit by Guarantee</p> <p>The Purchaser will provide a guarantee in lieu of paying a deposit and deliver to the Vendor or the Vendor's Agent an unconditional and irrevocable guarantee ("Guarantee") from a bank or institution approved by the Vendor ("Institution") in favour of the Vendor.</p>
2.	<p>Time for Provision of Guarantee</p> <p>The Purchaser must provide the Guarantee to the Agent to hold in place of the Deposit:</p> <p>2.1 where a cooling-off period applies to this Agreement, immediately upon the expiration of the cooling-off period; or</p> <p>2.2 where a cooling-off period does not apply to this Agreement, immediately upon this Agreement being entered into.</p>
3.	<p>Failure to Provide Guarantee</p> <p>Where the Purchaser fails to provide the Guarantee, paragraph 6.2 of this Further Term of Sale will apply, and the failure to provide the Guarantee is to be regarded as a failure to pay the Deposit.</p>
4.	<p>Termination</p> <p>If the Vendor terminates or purports to terminate this Agreement for an alleged breach or default by the Purchaser in circumstances where had a Deposit been paid, the Vendor could have sought forfeiture of the Deposit, then the Vendor is entitled in its absolute discretion to claim and receive the monies secured by the Guarantee. In such event, the Purchaser must not hinder or impede the claim and payment, and the Vendor is entitled to claim under the Guarantee all monies owing by the Purchaser to the Vendor pursuant to this Agreement.</p>
5.	<p>Receipt of Funds</p> <p>If the Vendor, in good faith, claims and receives monies from the Institution pursuant to the Guarantee and subsequently the Vendor is found not to have been entitled to terminate this Agreement for alleged breach or default, the Vendor shall not be liable to pay damages or interest, but shall repay to the Institution (or, if the Institution has been repaid by the Purchaser, the Purchaser) all monies received from the Institution pursuant to the Guarantee.</p>
6.	<p>Expiry of Guarantee</p> <p>At least two (2) business days before the day on which the Guarantee shall expire, the Purchaser shall, unless Settlement has been effected:</p> <p>6.1 take out a further guarantee in the same terms and conditions as the Guarantee with an extended expiry date; or</p> <p>6.2 pay to the Vendor's Agent an amount equal to the Deposit stated in Item 7 of the Schedule as a Deposit under this Agreement</p>

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.

1. Agreement for Sale and Purchase	The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.
2. Definitions and Interpretation	<p>2.1 Definitions</p> <p>In this Agreement, unless a contrary intention appears:</p> <p>2.1.1 "Act" means the <i>Land and Business (Sale and Conveyancing) Act 1994</i> as amended;</p> <p>2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;</p> <p>2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;</p> <p>2.1.4 "Annexure" means an annexure to this Agreement;</p> <p>2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;</p> <p>2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;</p> <p>2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;</p> <p>2.1.8 "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to which the Property is sold subject to;</p> <p>2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;</p> <p>2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;</p> <p>2.1.11 "Further Terms" means the terms specified in Item 17 of the Schedule;</p> <p>2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;</p> <p>2.1.13 "GST Law" means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;</p> <p>2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;</p> <p>2.1.15 "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable to the use by any third party of the Property;</p> <p>2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;</p> <p>2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:</p> <ul style="list-style-type: none">(a) the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and(b) any improvements and fixtures and fittings; and(c) the Included Chattels; <p>2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;</p> <p>2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;</p> <p>2.1.20 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;</p> <p>2.1.21 "Settlement Date" means the date specified in Item 8 of the Schedule;</p> <p>2.1.22 "Special Condition" means a special condition set out in or annexed to this Agreement;</p> <p>2.1.23 "Tenancies" means any tenancy specified in Item 12 of the Schedule;</p> <p>2.1.24 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable, any other documents supplied by the Vendor to the Purchaser necessary to transfer title to the Property to the Purchaser;</p> <p>2.1.25 "Vendor" means the person or entity specified in Item 1 of the Schedule;</p> <p>2.1.26 "Works" means the items specified in Item 15 of the Schedule.</p> <p>2.2 Interpretation</p> <p>In this Agreement, unless a contrary intention appears:</p> <p>2.2.1 words which denote the singular include the plural and vice versa;</p> <p>2.2.2 words which denote natural persons include corporations and vice versa; and</p> <ul style="list-style-type: none">(a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and(b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees; <p>2.2.3 where a party to this Agreement consists of more than one person then:</p> <ul style="list-style-type: none">(a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and(b) any reference to that party shall include any one or more of those persons; <p>2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.</p>
3. Payment	3.1 All monies payable by the Purchaser prior to Settlement will be paid to the Agent to be held in trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.

	3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.
4. Prior to Settlement	<p>4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:</p> <p>4.1.1 a Transfer; and</p> <p>4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.</p> <p>4.2 In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises the Vendor to prepare the Transfer at the Purchaser's expense.</p> <p>4.3 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques required at Settlement Date.</p> <p>4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.</p>
5. Settlement	<p>5.1 Unless otherwise agreed, Settlement must occur at the Lands Titles Office in Adelaide on the Settlement Date.</p> <p>5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.</p> <p>5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.</p> <p>5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):</p> <p>5.4.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;</p> <p>5.4.2 land tax will be adjusted on a single holding basis;</p> <p>5.4.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.</p> <p>5.5 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.</p> <p>5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.</p>
6. Vacant Possession	<p>6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.</p> <p>6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:</p> <p>6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;</p> <p>6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;</p> <p>6.2.3 delivering all keys and security devices to the Property to the Purchaser.</p>
7. Title and Risk	<p>7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser.</p> <p>7.2 The Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.</p> <p>7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.</p>
8. Strata and Community Title	<p>If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:</p> <p>8.1 The following further adjustments between the parties shall be made:</p> <p>8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the <i>Strata Titles Act 1988</i> or Section 6 of the <i>Community Titles Act 1996</i>, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and</p> <p>8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.</p> <p>8.2 The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the <i>Strata Titles Act 1988</i>, or the Articles of the Strata Corporation, or the <i>Community Titles Act 1996</i>, or the by-laws of the corporations.</p> <p>8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the <i>Strata Titles Act 1988</i> or by a Community Title Corporation pursuant to section 139 of the <i>Community Titles Act 1996</i> and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.</p> <p>8.4 If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the <i>Strata Titles Act 1988</i> or section 139 of the <i>Community Titles Act 1996</i> as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.</p>
9. Misdescription	Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.
10. Vendor Warranties	<p>Except as outlined in the Schedule or the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:</p> <p>10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the <i>Fences Act 1975</i>;</p> <p>10.2 there are no outstanding demands, orders or requisitions relating to the Property;</p> <p>10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;</p> <p>10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property ;</p> <p>10.5 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.</p>
11. Boundaries	<p>The Vendor does not warrant that:</p> <p>11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;</p> <p>11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;</p> <p>11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.</p>
12. Works	Before Settlement, the Vendor will carry out the Works (if any).

<p>13. Further Terms</p>	<p>13.1 The parties agree to comply with the Further Terms (if any). 13.2 In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent of any inconsistency.</p>
<p>14. Special Conditions</p>	<p>14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any). 14.2 The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement). 14.3 If a party fails to satisfy a Special Condition then: 14.3.1 if the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to other party; or 14.3.2 if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this Agreement and: (a) if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or (b) if the Vendor is in default, clauses 16.1 and 16.2 will apply. 14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party. 14.5 If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then: 14.5.1 if the Purchaser is in default, clauses 15.10 and 15.11 will apply; or 14.5.2 if the Vendor is in default, clause 16.2 will apply.</p>
<p>15. Purchaser's Default</p>	<p>15.1 If for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate. 15.2 The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default. 15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing. 15.4 A Notice of Default under clause 15.3: 15.4.1 may be given at any time after the occurrence of the default; 15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement will automatically terminate. 15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion"). 15.6 The Notice of Completion must appoint a time for Settlement (with a minimum three (3) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion. 15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights. 15.8 A Notice of Completion can be given more than once. 15.9 The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the Purchaser's default. 15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option): 15.10.1 retain the Property; or 15.10.2 resell the Property; and in either event sue the Purchaser for damages for breach of contract. 15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then: 15.11.1 the Purchaser will forthwith be required to pay to the Vendor: (a) any deficiency between the Purchase Price and the price obtained by the Purchaser upon reselling the Property; and (b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and 15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price. 15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15. 15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.</p>
<p>16. Vendor's Default</p>	<p>16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice. 16.2 Where the Vendor fails to comply with that notice, the Purchaser may: 16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or 16.2.2 postpone the Settlement Date until such time as the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion): (a) interest at the Default Rate on the full Purchase Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or (b) the amount of the actual damage suffered by the Purchaser. 16.3 If the Settlement Date is postponed, all Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.</p>
<p>17. Time</p>	<p>Time is of the essence in respect of any obligation under clause 15 and clause 16.</p>

<p>18. Goods and Services Tax (GST)</p>	<p>18.1 The Vendor and the Purchaser acknowledge and agree that if GST applies to any supply made under or in connection with this Agreement by the Vendor, then:</p> <p>18.1.1 the amount payable in respect of the supply is exclusive of GST; and</p> <p>18.1.2 the Vendor may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Purchaser an additional amount on account of GST; and</p> <p>18.1.3 the Purchaser shall pay to or reimburse to the Vendor or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Vendor in respect of that supply; and</p> <p>18.1.4 unless clause 18.5 applies, the amount payable by the Purchaser to the Vendor or to a third party in respect of that supply shall be increased by the product of:</p> <p>(a) the rate at which GST is imposed at that time; and</p> <p>(b) the amount or consideration payable for the relevant supply; and</p> <p>18.1.5 the Purchaser shall pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at such other time as the Vendor directs;</p> <p>18.1.6 the Vendor shall deliver to the Purchaser a tax invoice for the supply in a form that complies with the GST Law.</p> <p>18.2 The Purchaser acknowledges and agrees that if GST applies to any supply made under or in connection with this Agreement by the Purchaser, that the Purchaser shall be responsible for the payment of any additional amount on account of any GST, in respect of that supply.</p> <p>18.3 If the Property is input taxed because it is residential premises to be used predominantly for residential accommodation then the Purchaser warrants that the Property shall be used predominantly for residential accommodation within the meaning of the GST Law.</p> <p>18.4 Clause 18.1 to 18.3 (inclusive) shall not merge on completion of this Agreement and shall survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.</p> <p>18.5 Margin Scheme (<i>strike out if not applicable</i>)</p> <p>18.5.1 Any person who becomes the Vendor or Purchaser under this Agreement hereby acknowledges and agrees that the margin scheme will apply for or in relation to any supply made under or in connection with this Agreement and that subject to clause 18.5.2, the following provisions will apply:</p> <p>(a) The Vendor shall, prior to Settlement (if required by the GST Law), obtain a valuation of the Property as at 1 July 2000 (or other relevant date) that complies with the requirements of the GST Law (including any ruling or determination made by the Commissioner of Taxation) and supply a copy of the valuation to the Purchaser prior to Settlement.</p> <p>(b) Unless otherwise agreed, the Purchaser shall bear all reasonable costs and expenses of the valuation referred to in clause 18.5.1(a).</p> <p>(c) The Price shall be increased by the amount calculated as follows: M x R, where: (A) M is the difference between the Price and the amount of the valuation obtained in accordance with clause 18.5.1(a); and (B) R is the rate at which GST is imposed at that time.</p> <p>(d) The Purchaser acknowledges that it shall not be entitled to claim any input tax credit for any amount of GST as calculated under clause 18.5.1(c) that the Purchaser pays to or reimburses to the Vendor.</p> <p>(e) If for any reason the margin scheme does not apply to a supply as contemplated by the parties, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the sale of the Property, an amount calculated pursuant to clause 18.1.3 of this Agreement (less any amount of GST already paid by the Purchaser (if any) pursuant to paragraph 18.5.1(d)), in addition to any penalties and interest incurred by the Vendor under the GST Law in respect of the non-application of the margin scheme upon the provision of a tax invoice by the Vendor.</p> <p>18.5.2 Any person who becomes the Vendor or Purchaser under this Agreement agrees that in the event that the Vendor acquired the Property using the margin scheme, clauses 18.5.1(a) and 18.5.1(b) will have no effect, clauses 18.5.1(d) and 18.5.1(e) shall continue to apply and clause 18.5.1(c) shall be amended such that the Price shall instead be increased by the amount calculated as follows: M x R, where: (A) M is the difference between the Price and the amount the Vendor paid to acquire the Property within the meaning of the GST Law; and (B) R is the rate at which GST is imposed at that time.</p> <p>18.5.3 The provisions of this clause will survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.</p>
<p>19. Miscellaneous</p>	<p>19.1 Notices Notices under this Agreement:</p> <p>19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;</p> <p>19.1.2 may be served:</p> <p>(a) by being left at the last known residence or place of business of the intended recipient; or</p> <p>(b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;</p> <p>19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting; and</p> <p>19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.</p> <p>19.2 No Merger The provisions of this Agreement shall not merge upon Settlement.</p> <p>19.3 Cheques</p> <p>19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.</p> <p>19.3.2 Any other payment due under this Agreement shall be made either in cash or by bank cheque.</p>

	<p>19.4 Costs The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.</p> <p>19.5 Date of this Agreement The date of this Agreement is the date on which the last of the parties executes it.</p> <p>19.6 Legal Capacity of Purchaser 19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity. 19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the <i>Foreign Acquisitions and Takeovers Act 1975</i> as amended.</p>
20. Privacy Act 1988	<p>20.1 The parties agree and acknowledge that the Agent uses personal information collected from the Purchaser and Vendor to act as the Vendor's agent and to perform their obligations under this Agreement.</p> <p>20.2 The Agent may disclose this information to other parties including conveyancers, legal advisers, financial institutions and government bodies.</p> <p>20.3 The Agent will only disclose information in the way described in clause 20.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the <i>Privacy Act 1988</i>.</p> <p>20.4 If the Vendor or Purchaser would like to access this information or correct or update this information, they can do so by contacting the Agent at the address and telephone number provided in this Agreement.</p>
21. Other Conditions	This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).
22. Governing Law	This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.
23. General	If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

EXECUTION - PURCHASER

[Note: purchaser is (or purchasers are) only to execute here if they are INDIVIDUALS – otherwise leave blank**]**

EXECUTED by the Purchaser

SIGNATURE of PURCHASER
On the ____ day of _____ 20____ (insert date)
In the presence of:



Name of Purchaser (print)

SIGNATURE of WITNESS - Signed in my presence by the Purchaser who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing



Name of Witness (print)

EXECUTED by the Purchaser

SIGNATURE of PURCHASER
On the ____ day of _____ 20____ (insert date)
In the presence of:



Name of Purchaser (print)

SIGNATURE of WITNESS - Signed in my presence by the Purchaser who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing



Name of Witness (print)

[Note: purchaser is only to execute here if they are A COMPANY – otherwise leave blank**]**

EXECUTED by the Purchaser

.....
ACN,
(insert company name and ACN)
on the ____ day of _____
20____
in accordance with Section 127 of the
Corporations Act 2001:

SIGNATURE of Director



SIGNATURE of Director/Secretary
(Please delete as applicable)



Name of Director (print)

Name of Director/Secretary (print)
(Please delete as applicable)

EXECUTED by the Vendor

SIGNED for and on behalf of **AVJENNINGS PROPERTIES LTD. ACN 004 601 503** by its duly authorised attorney, who certifies that they have not received notice of the revocation of that Power of Attorney in the presence of:

.....
Signature of Witness

.....
Print full name

.....
Signature of Attorney
On the ____ day of _____
20____(insert date)

ANGUS JOHNSON
Print full name

Power of Attorney **13229555**
Print Power of Attorney number

OR

.....
Signature of Attorney
On the ____ day of _____ 20____
(insert date)

STEPHEN FAIRBAIRN
Print full name

Power of Attorney **13416621**
Print Power of Attorney number

Vendor / Purchaser Please Note:-

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

<p>RECEIPT OF FORM R3</p> <p>The Purchaser acknowledges receipt of Form R3 prior to signing this Contract</p> <p>Purchaser's initials: _____ Dated: ____ / ____ / ____</p>

<p>OFFICE USE ONLY</p> <p>Form R3 provided to Purchaser prior to signing of Contract</p> <p>Agent's initials: _____ Dated: ____ / ____ / ____</p>
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AUCTION CONDITIONS

Applicable

Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the highest successful acceptance of the bid above the reserve.

Note: There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

Annexure A

Special Conditions

Pre-Deposit (Pathways, Murray Bridge
Stage E3 and E4)

Annexure to Residential Contract

(13 pages including cover) **INITIALS**

1. Interpretation

1.1 Definitions

Agreement means the REISA Contract and Schedule to which these Special Conditions are attached and all Annexures thereto.

Authority includes any State or Federal government, any semi or local government, or any statutory, or public body or any other person, authority, instrumentality or body having jurisdiction over the Property or anything in relation to it.

Developer's Solicitor and **Solicitor** means Finlaysons of 43 Franklin Street, Adelaide SA 5000 or any other solicitor We may notify to You in writing from time to time.

Draft Plan of Division means the draft plan of division forming Annexure B to the REISA Contract.

Final Date means the 1st day of September 2022 or such other date as may be agreed by the parties in writing.

Project means the development of the Site by the Developer and known as "Pathways".

Proposed Deposit of Plan Date means the 1st day of March 2022.

REISA Contract means the standard terms REISA contract to which these Special Conditions are attached.

Schedule means the schedule of the REISA Contract.

Settlement Date means the date specified in Further Special Condition 4.1.

Site means the land formerly comprised in Certificates of Title Volume 6145 Folio 199.

You, Your and the **Purchaser** means the person or persons listed as the Purchaser in Item 2 of the Schedule.

We, Us, Our, Developer and the **Vendor** means AVJennings Properties Ltd ACN 004 601 503 being the Vendor stated in Item 1 of the Schedule.

1.2 Amendments to the REISA Contract

- (a) Clause 2.1.17 is deleted and replaced with:

"2.1.17 "Property" means the land specified in Item 4 of the Schedule, being vacant land, together with the easements, rights, privileges and appurtenances referred to on the Certificate of Title or the Form 1 and as may be created by this Agreement"

- (b) Clause 3.1 is deleted and replaced with:

"3.1 All monies payable by the Purchaser prior to Settlement (including the Deposit) will be paid to the Developer's Solicitor to be held on trust and dealt with in accordance with these Further Terms and will be applied to the Purchase Price at Settlement."

- (c) Clauses 7.1 and 7.2 is deleted and replaced with:

"7.1 The Property in all respects will be at the risk of the Vendor until Settlement and from that date the Property in all respects will be at the risk of the Purchaser."

- (d) Clause 12 is deleted.

- (e) Clause 15.3 is deleted and replaced with:

"15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within at least three (3) business days of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights."

- (f) Clause 15.4.2 is deleted and replaced with:
"15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights."
- (g) Clause 16.2.2 is deleted and replaced with the following:
"16.2.2 postpone the Settlement Date until such time as the breach is remedied."
- (h) Clause 18 is deleted and replaced with Special Condition 10.

1.3 General

- (a) Any capitalised terms not otherwise defined in these Special Conditions shall have the same meaning as defined by the REISA Contract.
- (b) In the event of any inconsistency between the terms of the REISA Contract and these Special Conditions, the terms of these Special Conditions shall prevail.

2. Deposit

2.1 Payment of Deposit

- (a) You shall pay the Deposit set out in the Schedule to the trust account of the Developer's Solicitor.
- (b) You and We authorise the Developer's Solicitor to accept and deal with the Deposit in accordance with any direction given by the Developer.
- (c) The Developer's Solicitor holds the Deposit as agent and if the Developer's Solicitor deals with the Deposit in accordance with the Developer's instructions, You and We acknowledge and agree that the Developer's Solicitor:
 - (i) holds or otherwise deals with the Deposit for Our and the Developer's behalf as if We were holding or dealing with the Deposit (and not for and on behalf of You nor as stakeholder);
 - (ii) does not owe any fiduciary or other duty of care to You or Us;
 - (iii) may release or pay the Deposit to Us immediately upon receiving an instruction to that effect from the Developer and shall not incur any liability to You even if You suffer any loss, damage, cost or expense as a result of the release or payment of the Deposit to Us pursuant to an instruction from the Developer to do so; and
 - (iv) may do anything with the Deposit that We may do under this Special Condition, this Agreement or at law.
- (d) Nothing in Special Condition 2.1(c) limits any right You have to sue Us in respect of any loss suffered or incurred by You as a result of an unlawful instruction by Us to the Developer's Solicitor.

2.2 GST on Deposit

- (a) You acknowledge that the Deposit includes the GST amount payable where this Agreement is terminated by Us for Your default.
- (b) Where this Agreement is:
 - (i) terminated resulting in You being entitled to a refund of the Deposit, the amount representing the GST shall be refunded to You; or
 - (ii) not terminated by either party and proceeds to Settlement, the GST amount included in the Deposit shall be applied towards the Purchase Price.

2.3 Investment of Deposit

- (a) The Developer may, at its complete and unfettered discretion, invest the Deposit in the name of the Developer in an interest bearing deposit account at a Bank nominated by the Developer (**Bank**).
- (b) If the Developer invests the Deposit, it may at any time before Settlement withdraw the Deposit together with any interest (less any taxes, bank charges and other expenses) in readiness for Settlement.
- (c) Subject to Clause 15 of the REISA Contract, all interest which accrues on the investment of the Deposit less any taxes, bank charges and other expenses (**net interest**) accrues for Your benefit and is payable

to You (except that You agree that the net interest will be re-invested by the Developer's Solicitor until Settlement or this Agreement is terminated).

- (d) You and We:
- (i) to the extent necessary, authorise and direct the Developer and/or the Developer's Solicitor to invest and deal with the Deposit and net interest in the manner specified above;
 - (ii) will do all other things necessary to give full effect to the provisions of this Special Condition;
 - (iii) without in any way limiting the Developer's discretion pursuant to Special Condition 2.3(a) above, acknowledge and agree that the Developer's Solicitor will not invest the Deposit as provided in this Special Condition 2.3 if it is likely that such investment will not result in net interest accruing from the investment of the Deposit;
 - (iv) acknowledge and agree that the Deposit and any accrued interest is not held, invested or otherwise dealt with by the Developer or the Developer's Solicitor on trust for You or Us, and neither the Developer nor the Developer's Solicitor owes any fiduciary duty to You or Us in respect of the Deposit or any accrued interest;
 - (v) acknowledge and agree that You are presently entitled to any interest accrued on the Deposit (if invested) and must pay all income tax in relation to any interest accrued on the Deposit, including any income tax imposed on Us, the Developer or the Developer's Solicitor by reason of their dealings with, investing or holding of the Deposit under this Special Condition 2.3; and
- indemnify the Developer and the Developer's Solicitor against all income tax or other tax, cost, expense or liability including penalties and interest incurred or suffered by either one or both of them in relation to their dealings with, the investment of or holding of the Deposit under this Special Condition 2.3.

3. Deposit of Plan of Division

- (a) The Property is the proposed allotment referred to in the Schedule to the REISA Contract in Item 4 and shown in the Draft Plan of Division.
- (b) You acknowledge that as at the date of this Agreement the Property is yet to be created by way of a land subdivision and consequently has not been allocated an individual certificate of title.
- (c) The Developer will arrange for the deposit of a plan of division containing the Property measurements outlined on the Draft Plan of Division at the Lands Titles Office, at the cost of the Developer on or before the Proposed Deposit of Plan Date.
- (d) If, despite the reasonable endeavours of the Developer, the plan of division has not been deposited by the Lands Titles Office by the Final Date, then either You or We may terminate this Agreement by providing not less than twenty-one (21) days written notice to the other and the provisions of Special Condition 3(g) shall apply.
- (e) You acknowledge and agree that:
 - (i) the completed physical land subdivision, and the final plan of division accepted for deposit by the Lands Titles Office, may not be in exact accordance with the Draft Plan of Division;
 - (ii) the measurements of the Property are subject to the deposit by the Lands Titles Office of the final plan of division;
 - (iii) any variations of 5% or less between the measurements of the Property on the attached Draft Plan of Division and the final plan of division deposited by the Lands Titles Office will not invalidate this Agreement or entitle either You or We to any form of compensation from the other (including from the Developer);
 - (iv) We will not be liable to You, and You acknowledge and agree the Developer will not be liable to You for any loss caused to You if for any reason beyond Our control or the Developer's control:
 - (A) the proposed physical land subdivision is not created, or is delayed; or
 - (B) the plan of division is never deposited by the Lands Titles Office as contemplated above, is rejected by the Lands Titles Office or its deposit is delayed.
- (f) We may terminate this Agreement by written notice to You if any planning authority, the local council, the Lands Titles Office, or any other relevant authority imposes any condition or requirement relating to either or both the proposed physical land subdivision or plan of division that would cause significant detriment to Us, You or to the Developer.
- (g) If this Agreement is terminated under Special Conditions 3(d), 3(f) or 7(b)(iii), We will (or we will procure the Developer to) refund to You the Deposit You have paid to the Developer under this Agreement, and

You explicitly release Us and the Developer from any claim, cost, loss, expense or damage whatsoever arising from or in relation to the termination of this Agreement.

4. Settlement

4.1 Settlement Date

- (a) The Settlement Date is the later of:
 - (i) seven (7) days after the deposit of the plan of division referred to in Special Condition 3 (or earlier as agreed between the parties); or
 - (ii) the Proposed Settlement Date.
- (b) You acknowledge and agree that non-completion of remaining portions of the Project or non-completion of the Preliminary Works does not constitute grounds for refusing to settle on the Settlement Date.

4.2 Completion of Preliminary Works

- (a) You acknowledge that:
 - (i) at the Settlement Date the construction of earthworks, kerbing, roads and other services/utilities (**Preliminary Works**) to the Property may not have been completed by the Developer because the timing and delivery of the Preliminary Works must be coordinated across the entire Site; and
 - (ii) if the Developer needs to access or occupy the Property after Settlement in order to perform the Preliminary Works, or is still undertaking the Preliminary Works on the Site near or adjacent to the Property, workplace health and safety issues may require the Developer to:
 - (A) restrict your access to the Property; or
 - (B) prevent you from accessing the Property, to preserve your safety.
- (b) If the Developer needs to access or occupy the Property after Settlement in order to perform the Preliminary Works, or is still undertaking the Preliminary Works on the Site near or adjacent to the Property, You authorise the Developer to occupy the Property for the purposes of undertaking the Preliminary Works until the Preliminary Works have been completed.
- (c) You will comply with all directions issued by the Developer in accordance with Special Condition 4.2(a)(ii) regarding the workplace health and safety requirements and rules if the Developer needs to access or occupy the Property after Settlement.
- (d) You agree that You may not make any claim against Us in relation to any delay that may be caused by the Preliminary Works not being complete at Settlement and any access restrictions to the Property.

4.3 Memorandum of Encumbrance

- (a) At Settlement You must deliver to Us (via the Developer's Solicitor) a signed Memorandum of Encumbrance in favour of the Developer in accordance with the draft encumbrance (the **Encumbrance**) forming Annexure C of this Agreement or as reasonably amended by the Developer pursuant to this Agreement.
- (b) You acknowledge and agree that the Encumbrance refers to, amongst other things, the urban design guidelines forming Annexure D of this Agreement (**Urban Design Guidelines**) and the Allotment Development Plan attached as Annexure E (**Allotment Development Plan**). The Purchaser expressly acknowledges and agrees that the Vendor is entitled to make such amendments to the Urban Design Guidelines and the Allotment Development Plan as the Vendor in its absolute discretion determines without the prior approval of the Purchaser and the Purchaser agrees that it purchases the Land on that express basis and further agrees to make no Claim against the Vendor by virtue thereof.
- (c) The Encumbrance will be prepared by the Developer's Solicitors or conveyancers at Your expense. You must also pay any stamp duty and registration costs applicable to the Encumbrance.
- (d) You agree that the Encumbrance must be registered immediately after the Memorandum of Transfer for the Property and in priority to any other registered interest, including any mortgage You may grant over the Property.
- (e) You acknowledge and agree that the Developer may, prior to Settlement, attach the plan showing the Development Zone (as defined in the Encumbrance) and complete any blank details or make any reasonable amendments to the Encumbrance to ensure it is in registrable form.

- (f) You acknowledge and agree that while the Encumbrance is entered into for the purposes of the Developer's concept for the Project, this does not mean that the Developer is under any obligation to enforce the Encumbrance against any other buyer of an allotment in the Project.

4.4 Default prior to or at Settlement

- (a) If You default under this Agreement prior to the Settlement Date You must rectify that default at Your cost at or before Settlement.
- (b) If You fail to rectify any outstanding default by or on the Settlement Date then notwithstanding any provisions of this Agreement to the contrary, We may terminate this Agreement immediately upon providing You with written notice to that effect.

5. Planning Authorisation and Development Matters

5.1 Planning Approvals

- (a) You acknowledge that the Developer will obtain or has obtained all necessary planning authorisations from the City of Alexandrina pursuant to the *Development Act 1993 (SA)* or the *Planning Development and Infrastructure Act 2016 (SA)* to create the Property (**Planning Authorisation**).
- (b) You are responsible to obtain any further planning or development approvals and any other authorisation or consent required to enable the construction of any improvements on the Property.

5.2 Construction of Services

- (a) The Developer will construct all essential services which are referred to in the Planning Authorisation (if any) at the Developer's expense by the Settlement Date, however You acknowledge and agree that completion of such construction may not be achieved by the Settlement Date and You will not make any claim against Us in relation to the same.
- (b) You agree that the Developer will determine, acting reasonably, the most appropriate method for provision of services and utilities to the Property.
- (c) The Developer will pay the costs of installing:
 - (i) underground power lines to the boundary of the Property;
 - (ii) sewer and water mains to the boundary of the Property; and
 - (iii) driveway invert and crossover to the boundary of the Property
- (d) You agree to pay for:
 - (i) all costs and fees in relation to utility connections, including but not limited to electricity and gas supply connections to the Dwelling; and
 - (ii) all costs and fees in relation to water and sewer connection and data & telephone line connections to the Dwelling.
- (e) You acknowledge that:
 - (i) You are responsible for and must arrange any and all connections of any services and utilities to the Property; and
 - (ii) We are not responsible for the construction (including the procurement of such) of all or any essential services required for the Project (including those required to service the Property), and that it is the sole responsibility of the Developer to provide such.

5.3 Easements & Land Management Agreements

- (a) You acknowledge that a government authority and/or utility service provider may:
 - (i) as a condition of authorising, consenting to or approving the land division contemplated under this Agreement which created the Property; and/or
 - (ii) as a condition of providing, constructing or installing any essential services to the Site and/or the Property;
 - (iii) as a condition of providing, constructing or installing any essential services to the Site and/or the Property

may require that the Site and/or the Property be subject to land management agreements and/or easements for, amongst other things, electricity supply, water, sewer supply, stormwater or affordable housing.

- (b) You agree that We, or We may procure the Developer to, grant or create easements, rights of way, encumbrances and enter into land management agreements or other agreements over and in relation to the Site (including the Property) and/or any part thereof as We consider necessary (acting reasonably) or as required by any government authority, the Developer or any government authority or utility service provider.
- (c) You acknowledge and agree that:
 - (i) between the date of this Agreement and Settlement, land management agreements may be registered over the Site (including the Property); and
- (d) the Developer will use its reasonable endeavours to remove any land management agreements that may be registered over the Property prior to Settlement of the Property. You agree that You may not:
 - (i) delay or refuse to settle on the Settlement Date; and/or
 - (ii) make any claim against Us or the Developer;due to any land management agreement, easement, right of way or encumbrance that may remain registered on the Property on or after Settlement.
- (e) You acknowledge and agree that the Property is sold and purchased subject to:
 - (i) a 4 metre wide easement in favour of SA Water and the District Council of Murray Bridge; and
 - (ii) a Land Management Agreement as annexed to the Form 1. Clause 2.5 of the Land Management Agreement requires the following notice be provided to the Purchaser;

"To the intending purchaser:

The land which you are proposing to purchase forms part of an estate created by AVJennings Properties Ltd. AVJennings Properties Ltd have agreed to maintain the reserves, parks, entrance statements and lighting for one year following the completion of the initial stage of the development (the period of maintenance may vary as determined by AVJennings and the Council). Therefore the reserves, parks, entrance statements and lighting may or may not be maintained by Council, and if maintained, will be maintained at a standard set in accordance with the Council's policy or policies for maintenance of reserves, parks, entrance statements and lighting, which standard may or may not accord with the standard of maintenance maintained by AVJennings Properties Ltd."

5.4 Fencing

- (a) You acknowledge that there are none or may not be any dividing fences between the Property and the contiguous adjoining land because the contiguous adjoining land may be subject to further development as part of the Project and this would be obstructed or hindered by dividing fences.
- (b) You agree not to give notice nor make any claims against Us under the provisions of the *Fences Act 1975* (as amended) or otherwise in relation to the cost of erecting or conducting any fencing work between the Property and any land owned by Us.
- (c) If You sell or assign Your interest in the Property while We are the owner of any contiguous adjoining land You must ensure that the contract of sale or assignment provides that the purchaser of the Property also agrees not to make any claim the subject of Special Condition 5.4(a) against Us and You hereby indemnify Us and the Developer against any such claim.
- (d) Notwithstanding Special Condition 5.4(a) & (b), the Developer may at its discretion erect perimeter fencing if the Property borders onto a boundary of the Site (ie: adjacent to a main road or land not comprised within the Site).

5.5 Variation to Project

You acknowledge and agree that the Developer may make any alterations or variations to the Project, the Site, the Preliminary Works, the Encumbrance, the Urban Design Guidelines or the Planning Authorisation:

- (a) to comply with the lawful requirements of any government authority; or
- (b) that the Developer may require or consider to be reasonably necessary in its discretion or as a result of design requirements for the Project;

without the necessity for Us to obtain Your consent or consult with You in respect of any such alteration or variation and You agree not to make any objection, requisition or claim for compensation against Us in respect of any such alteration or variation, nor will You have any right to rescind or terminate this Agreement or delay or refuse to settle by reason of any such alteration or variation PROVIDED THAT such alteration or variation does have a direct impact on the size of the Property, You may terminate this Agreement by giving Us seven (7) days written notice.

5.6 Defects Liability

- (a) Only those defects, shrinkage or other faults in the Land which may be evident and are notified in writing to the Developer by You within the Defects Liability Period (and time is of the essence in this regard) will be made good by the Developer within a reasonable time, without any variation to the Price.
- (b) After the expiration of the Defects Liability Period, the Developer will as soon as reasonably practicable after receiving a written request from You, deliver and, if possible, assign to You all warranties, certificates, records and operating manuals which relate exclusively to the Land.
- (c) Subject to Special Condition 5.6(a), You release and discharge Us and the Developer from all actions, suits, causes of action, claims and demands (including, without limitation, any claim or demand for costs or expenses) which You had prior to or would otherwise have (if not this provision) after the date of expiration of the Defects Liability Period against Us arising out of or in any way connected with the construction of the Land or the Dwelling.

6. Project Construction Works

- (a) You acknowledge and agree that:
 - (i) water meters, light poles, telecommunication installations, fire service points (with poles), drainage sumps and other services may be installed in the street in front of or near the Property;
 - (ii) the Developer may, including at the request of a service/utility provider, site or permit the siting of additional essential services (e.g. transformers, switching cubicles, telecommunication pillars) adjacent to or near the Property at the Developer's discretion;
 - (iii) as a result of earthworks required to establish any road or laneway, that cut and fill batters may encroach on to the Property along the boundaries which abut such road or laneway;
 - (iv) the Property forms part of one stage of the Project, and as a result, there will be ongoing construction and development works (**Ongoing Works**) near the Property for a period of time after Settlement;
 - (v) the Property may be subject to certain environmental conditions and/or restrictions (**Environmental Conditions**) and provided the Environmental Conditions do not prevent the Dwelling from being constructed on the Property, you will be required to comply with the Environmental Conditions.
- (b) You acknowledge and agree that the Developer may alter, vary or change the nature of the Project including by:
 - (i) changing the order or sequence of staging of the Project;
 - (ii) increasing or reducing the number of allotments, residential dwellings or commercial buildings in the Project; and
 - (iii) increasing or reducing the number of parks, reserves, car parks, roads and other improvements forming part of the Project (including the size and dimensions of such other improvements);
- (c) If such alteration, variation or change as described in Special Condition 6(b) has a direct impact on the size or location of the Property, You may terminate this Agreement by giving Us seven (7) days written notice.
- (d) You agree that You will not make any claim against Us or the Developer;
 - (i) by reason of the Ongoing Works and/or any nuisance or inconvenience You may suffer as a result of the Ongoing Works;
 - (ii) by reason of the Environmental Conditions and/or any restrictions, costs or expenses You may suffer as a result of the Environmental Conditions; or
 - (iii) generally in relation to the matters subject to Special Conditions 6(a),(b) and (c) above.

- (e) Notwithstanding the above, it is Your responsibility to ensure the construction of any residential dwelling on the Property will not conflict with service locations constructed or to be constructed in accordance with Special Condition 6(a)(ii).

7. Condition of Property

- (a) You agree that no warranties or representations were made by Us or the Developer, on behalf of Us or by Our agents or the Developer's agents about the Property, including warranties or representations about the condition or fitness of the Property.
- (b) You acknowledge and agree that:
 - (i) the Developer will conduct works to the Property to enable it to be used for residential purposes, including the construction of the Dwelling (the **Intended Purpose**);
 - (ii) the Intended Purpose does not include the construction of any swimming pool or other underground facilities (including but not limited to any cellars, basements, storage areas or car parking);
 - (iii) if for any reason in the reasonable opinion of the Developer, the Property cannot be used for the Intended Purpose, You or We may terminate this Agreement by providing not less than twenty-one (21) days written notice to the other party and We will (or We will procure the Developer to) refund to You the Deposit You have paid to the Developer under this Agreement, and you explicitly release Us and the Developer from any claim, cost, loss expense or damage whatsoever arising from or in relation to the termination of this Agreement; and
 - (iv) You purchase the Property as it is and have complied with Special Condition 7(c), and indemnify Us, the Developer and Our agents and the Developer's agents against all claims and all costs, liabilities and expenses whatsoever incurred by Us, or Our agents or the Developer's agents in connection with any defect in the Property.
- (c) You warrant that before executing this Agreement, You:
 - (i) made Your own investigations and enquiries about the Property;
 - (ii) inspected the Property or had the opportunity to inspect the Property;
 - (iii) are deemed to know the condition of the Property (including any latent defects);
 - (iv) have satisfied Yourself as to the value of the Property through Your own independent investigations; and
 - (v) have not relied on any warranty and information given or implied by or from Us or Our agent or any person acting or purporting to act on Our behalf or on behalf of the Developer.

8. Assignment

- (a) You acknowledge and agree that You are not entitled to assign this Agreement or nominate another person or corporation to complete the purchase of the Property pursuant to this Agreement without Our consent, which may be withheld in Our absolute discretion, because We need to be satisfied that the assignee or nominee can meet Your obligations pursuant to this Agreement.
- (b) For the avoidance of doubt, notwithstanding the presence of the words "*and/or nominee*" (or any other words to that effect) in Item 2 of the Schedule, Our consent under Special Condition 8(a) must be obtained.
- (c) If We consent to You assigning this Agreement or nominating another person or corporation to complete the purchase, then:
 - (i) as a condition of Our consent, We may require Your assignee or nominee to sign such documentation as We consider necessary to ensure that assignee or nominee is contractually bound with Us to perform Your obligations under this Agreement and acknowledges Our rights and the Developer's rights under this Agreement (and in such circumstances You must pay all of Our costs and/or the Developer's costs (including Our legal costs and/or the Developer's legal costs) of preparing, signing and being advised in relation to such documentation);
 - (ii) You may not charge any premium on the assignment of this Agreement or assign this Agreement at a discount to the Purchase Price; and
 - (iii) notwithstanding any assignment or nomination of this Agreement, if the Purchaser's obligations under this Agreement are not properly fulfilled, then You will still be liable to Us to perform those obligations under the terms of this Agreement.

9. FIRB Approval

- (a) If the purchase of the Property by You under this Agreement constitutes an acquisition in respect of which the consent of the Australian Foreign Investment Review Board is required under the *Foreign Acquisitions and Takeovers Act 1975 (FATA)* and You are required to obtain that approval, this Agreement (except for Your obligations under Special Conditions 9(b) and 9(c)) is subject to and conditional upon You obtaining on or before the Settlement Date written notice from the Treasurer that it has no objection to the terms of the sale and purchase set out in this Agreement.
- (b) You will use Your best endeavours to satisfy this condition on or before the Settlement Date.
- (c) You indemnify Us and the Developer in respect of any loss, damage, penalty, or costs whatsoever suffered by Us and/ as a consequence of Your failure to carry out Your obligations under Special Conditions 9(a) or 9(b) or to comply with the provisions of the FATA.
- (d) For the avoidance of doubt, notwithstanding Special Condition 9(a), You must still pay the Deposit in accordance with the REISA Contract and Special Condition 2.
- (e) If You are unable to obtain written notice from the Treasurer that it has no objection to the transactions under this Agreement on or before the Settlement Date, either You or We may terminate this Agreement by notice in writing to the other and the Deposit paid by You under this Agreement shall, subject to Special Condition 9(b), be refunded to You.
- (f) In relation to this Special Condition 9, the word “**Treasurer**” means the Treasurer of the Commonwealth of Australia or such delegate or department or delegated representative as the Treasurer of the Commonwealth of Australia authorises.

10. Goods and Services Tax – Inclusive

- (a) The parties acknowledge that the Purchase Price referred to in Item 6 of the Schedule has been stated on a GST-inclusive basis.
- (b) The supply of the Property is a taxable supply, and You and We agree that the margin scheme will apply, and accordingly We must provide You with a tax invoice at Settlement.
- (c) A word or expression which is defined in the GST Law has the same meaning in this Special Condition 10.
- (d) This Special Condition 10 survives Settlement and any termination of this Agreement by either party.
- (e) For the avoidance of doubt any increase in the consideration on the basis of adjustments will incur GST.

11. Affordable Housing

- (a) You acknowledge and agree that:
 - (i) the South Australian Government, via its “Housing Plan for South Australia” is committed to increasing both affordable home purchase and rental opportunities, and high need housing opportunities for South Australians; and.
 - (ii) the Australian Government has established the Housing Affordability Fund to improve the supply of new housing and make housing more affordable for home buyers by addressing barriers to the supply of housing including infrastructure costs such as water, sewerage, transport and open space.
- (b) You acknowledge and agree that We have sold or may sell an allotment or allotments within the Project as affordable or high need housing.

12. National Broadband Network & Telephone Services

- (a) You acknowledge and agree that:
 - (i) the Developer has or will enter into an agreement or agreements with NBN Co for the provision of the Network Infrastructure to the Project (**NBN Agreement**);
 - (ii) in accordance with the NBN Agreement, that portion of the Network Infrastructure comprising pits and ducts will be provided by the Developer at its cost and the balance of the Network Infrastructure will be provided and installed by NBN Co at its cost (**NBN Co Network Infrastructure**);
 - (iii) the Network will only be provided to the boundary of the Property and any other work required to or on the Property in order for You to access, connect to and use the Network Infrastructure will

need to be undertaken by You at Your cost in accordance with the following provisions of this Special Condition 12;

- (iv) the NBN Co Network Infrastructure will be the only means of securing and connecting a hard line telephone connection and/or service to the Property;
 - (v) the Network Infrastructure or portions thereof may not be installed, ready for use and/or capable of being connected to until after Settlement;
 - (vi) You will be responsible for, and must ensure that, the NBN Co Building Ready Specifications are complied with in respect of any dwelling constructed on the Property to enable connection to the Network Infrastructure;
 - (vii) if You fail to comply with the NBN Co Building Ready Specifications when constructing any dwelling on the Property, such failure will prevent You from connecting to the Network Infrastructure and You will be required to incur additional costs in order to connect to the Network Infrastructure; and
 - (viii) You are responsible for the costs and installation of the necessary equipment and infrastructure to connect the Property to the Network including but not limited to:
 - (A) Compliance with the NBN Co Building Ready Specifications;
 - (B) connection fees and connection requirements;
 - (C) works undertaken by NBN Co on or to the Property; and
 - (D) usage charges.
- (b) You agree that:
- (i) no warranties or representations were made by Us or the Developer, on behalf of Us or by Our agents or the Developer's agents about the Network Infrastructure, including warranties or representations about the condition, speed or fitness of the Network Infrastructure for Your use;
 - (ii) You will not make any claim against Us or the Developer:
 - (A) by reason of any nuisance, costs or inconvenience You may suffer as a result of the Developer and/or NBN Co installing the Network Infrastructure either before or after Settlement;
 - (B) by reason of any restrictions, costs or expenses You may incur complying with the NBN Co Building Ready Specifications;
 - (C) by reason of any delays in the Developer and/or NBN Co providing and/or installing any aspect of the Network Infrastructure, including any delayed ability to secure and connect a hard line telephone connection and/or service to the Property;
 - (D) generally in relation to the matters subject to Special Condition 15(a) above.
- (c) For the purpose of this Special Condition, the following definitions apply:
- (i) **NBN Co** means NBN Co Limited ABN 86 136 533 741;
 - (ii) **NBN Co Building Ready Specifications** means the specifications governing the building requirements for the connection of a premises as provided by NBN Co or as otherwise available on NBN Co's website as updated and revised from time to time; and
 - (iii) **Network Infrastructure** means the physical infrastructure of the high speed broadband fibre optic network to be installed on the Site (not including the Property) including all fibre, cables, electronic equipment and devices, ducts, poles, towers, cabinets, housing and any other active and passive equipment and distribution infrastructure, but excludes any infrastructure located on or to be located and/or installed on the Property.

13. Board Approval

- (a) The parties acknowledge and agree that this Agreement is subject to the unconditional approval of this Agreement by the management and board of the Developer or their delegates on or before the Settlement Date.
- (b) This Special Condition is for Our benefit and only We may, at any time before or after the time for the compliance with this Special Condition has expired, either waive this Special Condition or immediately terminate this Agreement by notice in writing to the You and each party shall be released from their respective rights and obligations under this Agreement other than in respect of any antecedent breach.

14. The Real Property (Electronic Conveyancing) Amendments

- (a) For the purposes of this Special Condition 14, the following definitions apply:
 - (i) **Conveyancing Instrument(s)** means any instrument as defined in the Real Property Act 1886.
 - (ii) **Electronic Conveyancing Transaction** means the execution and lodgement of Conveyancing Instruments in accordance with the Real Property Act 1886 and the Electronic Conveyancing National Law (South Australia) Act 2013.
- (b) Clause 5.1 of the REISA Contract is amended to read “*Unless otherwise agreed, Settlement must occur at the Land Titles Office at Adelaide on the Settlement Date, or at such other place as agreed between the Purchaser and the Vendor including by way of Electronic Conveyancing Transaction*”.
- (c) Any reference to execution or signing of a Conveyancing Instrument in this agreement has the meaning given to execution in the Real Property Act 1886.

15. Goods and Services Tax – Withholding Amount

15.1 Definitions

For the purposes of this Special Condition 15, the following definitions shall apply:

- (a) a word or expression which is defined in the GST Law or the TA Act has the same meaning in this Special Condition 15.
- (b) **Commissioner** means the Commissioner of Taxation.
- (c) **EC Law** means the *Electronic Conveyancing National Law (South Australia)* as defined in the *Electronic Conveyancing National Law (South Australia) Act 2013 (SA)*.
- (d) **GST Withholding Amount** means the GST portion of the Purchase Price referred to in Item 6 of the Schedule, being one eleventh (1/11th) of the Purchase Price.
- (e) **TA Act** means the *Taxation Administration Act 1953 (Cth)*.

15.2 Application

This Special Condition 15 applies if You are required, pursuant to section 14-250 of Schedule 1 to the TA Act, to withhold the GST Withholding Amount on the taxable supply of the Property under this Agreement and pay it to the Commissioner.

15.3 Vendor Notification

For the purposes of section 14-255 of the TA Act, We give You notice that:

- (a) You are required to pay the GST Withholding Amount to the Commissioner in accordance with the TA Act and Special Condition 15.5;
- (b) Our name and ABN are provided in Item 1 of the Schedule; and
- (c) as We are a member of a GST group, the relevant entity name and ABN for the purposes of completing the supplier's details section of the Purchaser Form 1 (as defined below) is AVJennings Properties Limited ABN 50 004 601 503.

15.4 Purchaser Notices

- (a) You must, as soon as is practicable after the date of this Agreement, and in any case at least seven (7) days prior to the Settlement Date:
 - (i) complete and lodge the GST Property Settlement Withholding Notification Form, or such other form as may be approved in accordance with subsection 16-150(2) of Schedule 1 to the TA Act (**Purchaser Form 1**), with the Commissioner; and
 - (ii) provide to Us a copy of the Purchaser Form 1, including any payment reference number and lodgement reference number received by You in response to the Purchaser Form 1.
- (b) Immediately following Settlement, You must complete and lodge the Settlement Date Confirmation Form, or such other form as may be approved in accordance with subsection 16-150(2) of Schedule 1 to the TA Act (**Purchaser Form 2**) with the Commissioner, and provide evidence of such lodgement to Us.

15.5 Withholding

- (a) You must, on or before the Settlement Date, withhold the GST Withholding Amount from the Purchase Price paid, and either:
 - (i) provide to Us a bank cheque in favour of the Commissioner in the sum of the GST Withholding Amount; or
 - (ii) provide evidence to Us that You have paid the GST Withholding Amount to the Commissioner, including but not limited to, proof of electronic funds transfer payment to the Commissioner; or
 - (iii) if Settlement is to take place electronically in accordance with the EC Law, pay the GST Withholding Amount to the Commissioner by way of an electronic funds transfer through the electronic workspace used for Settlement.
- (b) If You provide to Us a bank cheque in accordance with Special Condition 15.5(a)(i), We undertake to send that bank cheque to the Commissioner as soon as is reasonably practicable after Settlement and provide You with evidence of having done so.

15.6 Indemnity

You hereby indemnify Us for all losses, costs, interest and penalties suffered or incurred by Us arising from or in connection with any failure of You to comply with Your obligations under this Special Condition 15.

15.7 Non-Merger

The parties agree that this Special Condition 15 will not merge on settlement.

16. Acknowledgements

You acknowledge, covenant and agree with Us as follows:

- (a) You have entered into this Agreement after satisfactory inspection and investigation of the Property and have not relied on any representations made by Us, Our agent or any person or persons acting or purporting to act on Our behalf including any information or representation on any website or in any marketing material;
- (b) no warranty as to the state and condition of the Property, or as to its suitability for any use or as to the compliance with any statute or regulation or with the requirements of any Authority or body or with the requirements of any planning legislation or any local Authority given or implied by Us has been given and You will take the Property as is on the Settlement Date;
- (c) You buy the Property on an as is where is basis and will not make any requisition or claim for any compensation for any alleged misdescription of the Property or any deficiency in its area or measurements or call upon Us to amend title or to bear all or any part of the costs of doing so;
- (d) You have made Your own enquiries in relation to the use of the Property and as to the existence or otherwise of any requisite permits and as to the conditions (if any) contained in any permits and of any restrictions under planning or development legislation;
- (e) You buy the Property subject to any easements, rights, exceptions and reservations referred to in either this Agreement, the Form 1 or the Certificate of Title for the Property and any interests or rights vested in or claimed, whether before or after this Agreement by any Authority or any third party, including any other interest which may affect the Property;
- (f) We make no warranties as to the condition of the improvements, fixtures, fittings and other property sold pursuant to this Agreement in respect of the Property, and You will not make any claim or demand against Us on account of their condition, suitability or fitness; and
- (g) You are deemed to buy with full knowledge as to the dimensions areas boundaries encroachments and all defects and deficiencies (if any) of the Property and any improvements, fixtures, fittings and other property sold pursuant to this Agreement.

Annexure B

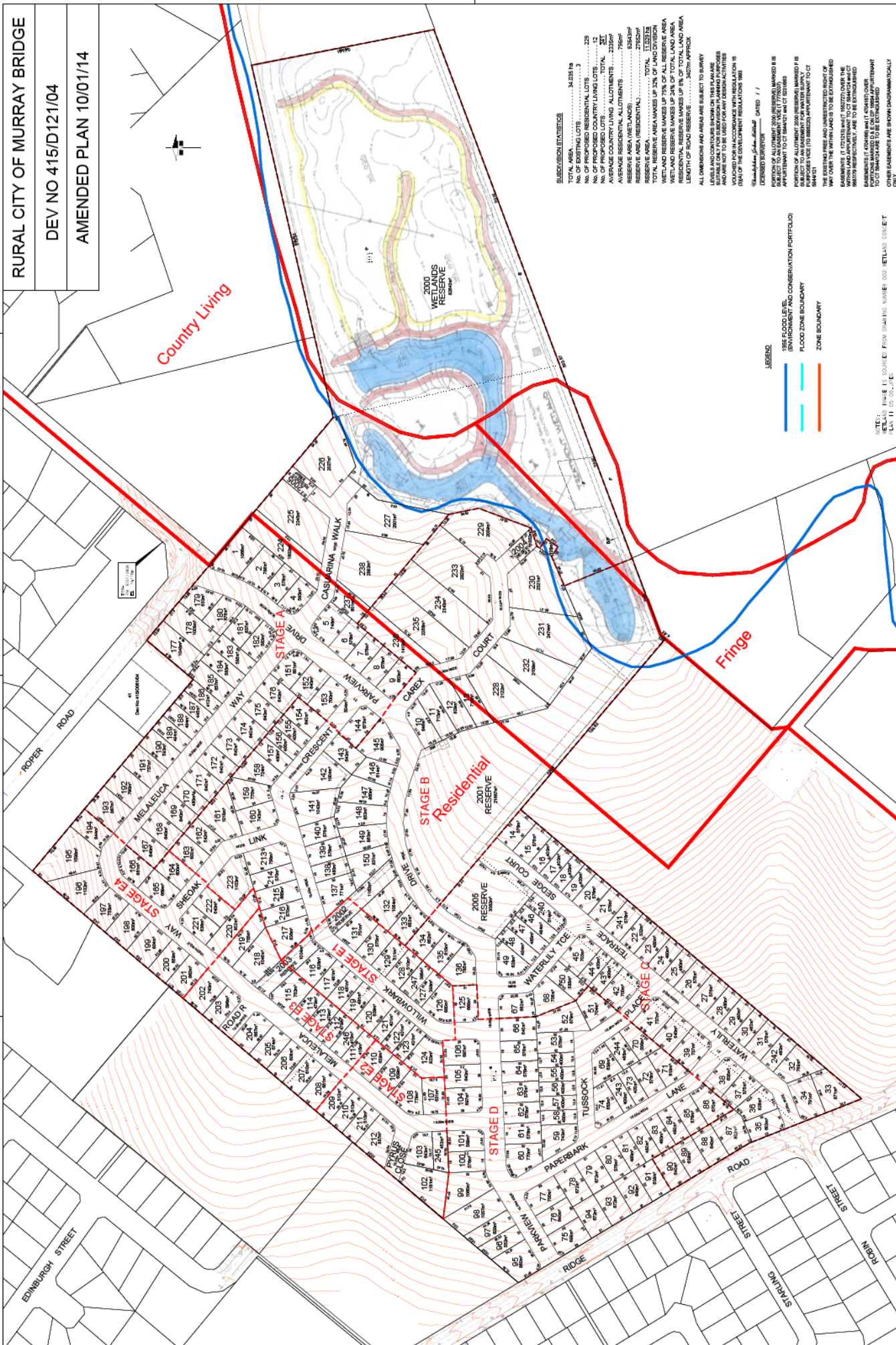
Draft Plan of Division & Certificate of Title

Annexure to Residential Contract

(3 pages including cover) **INITIALS**

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RURAL CITY OF MURRAY BRIDGE
 DEV NO 415/D12/10/4
 AMENDED PLAN 10/01/14



SUBMISSION STATISTICS

TOTAL AREA	34,226 m ²
NO. OF PROPOSED RESIDENTIAL LOTS	12
NO. OF PROPOSED COUNTRY LIVING LOTS	29
AVERAGE COUNTRY LIVING ALLOTMENTS	2385m ²
RESERVE AREA (WETLANDS)	124,849m ²
RESERVE AREA (RESIDENTIAL)	27,625m ²
TOTAL RESERVE AREA TAKES UP	32% OF LAND DIVISION
WETLAND RESERVE TAKES UP	36% OF ALL RESERVE AREA
RESIDENTIAL RESERVE TAKES UP	8% OF TOTAL LAND AREA
LENGTH OF ROAD RESERVE	~340m APPROX

ALL DIMENSIONS AND AREAS ARE SUBJECT TO SURVEY LEVELS AND CONTIGUES SHOWN ON THIS PLAN ARE APPROXIMATE. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS AND PERMITS TO BE USED FOR ANY DEVELOPMENT ACTIVITIES VOUCHERED FOR IN ACCORDANCE WITH REGULATIONS 188 AND 189 OF THE DEVELOPMENT REGULATIONS 1993

DATE: 11/05/2014
 DRAWN BY: J. JENNINGS
 CHECKED BY: J. JENNINGS

- LEGEND**
- SEE FLOODLINE (ENVIRONMENT AND CONSERVATION PORTFOLIO)
 - FLOOD ZONE BOUNDARY
 - ZONE BOUNDARY

DATE: 11/05/2014
 SCALE: 1:1000
 PLAN: 11/05/2014/001

<p>LOUGHEE & BARRINGTON 1 PITT ST VIC ACTON, VIC 3001 PHONE: 03 9497 1000 FAX: 03 9497 1001 WWW.LOUGHEEANDBARRINGTON.COM.AU SURVEY & ENGINEERING</p>	<p>DATE: 11/05/2014 SCALE: 1:1000 PLAN: 11/05/2014/001</p>	<p>PROJECT NO: 415/D12/10/4 CLIENT: RURAL CITY OF MURRAY BRIDGE PROJECT: MURRAY BRIDGE SITE: 415/D12/10/4 DATE OF PLAN: 11/05/2014</p>	<p>DATE: 11/05/2014 SCALE: 1:1000 PLAN: 11/05/2014/001</p>	<p>DATE: 11/05/2014 SCALE: 1:1000 PLAN: 11/05/2014/001</p>	<p>DATE: 11/05/2014 SCALE: 1:1000 PLAN: 11/05/2014/001</p>
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AV Jennings



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 6247 Folio 52

Parent Title(s) CT 6145/199
 Creating Dealing(s) RTU 13409357
 Title Issued 27/11/2020 Edition 1 Edition Issued 27/11/2020

Estate Type

FEE SIMPLE

Registered Proprietor

AVJENNINGS PROPERTIES LTD. (ACN: 004 601 503)
 OF L 2 18 DEQUETTEVILLE TERRACE KENT TOWN SA 5067

Description of Land

ALLOTMENT 4002 DEPOSITED PLAN 125317
 IN THE AREA NAMED MURRAY BRIDGE
 HUNDRED OF MOBILONG

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED K(T/F) ON D125317 FOR ELECTRICITY SUPPLY PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) (223LG RPA)

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED L ON D125317 FOR ELECTRICITY SUPPLY PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) (223LG RPA)

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED M ON D125317 FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED N ON D125317 FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED P ON D125317 FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Schedule of Dealings

Dealing Number	Description
10969715	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
11289720	MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY. LTD. (ACN: 072 765 434)

Notations

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

Annexure C

Encumbrance

Annexure to Residential Contract

(10 pages including cover) **INITIALS**

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LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

STAMP DUTY DOCUMENT ID:	
-------------------------	--

SERIES NO	PREFIX
	E

AGENT CODE

LODGED BY:

CORRECTION TO: FINL

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1
- 2
- 3
- 4
- 5

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

ENCUMBRANCE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT **Volume** **Folio**

ESTATE AND INTEREST

ESTATE IN FEE SIMPLE

ENCUMBRANCER (FULL NAME AND ADDRESS)

ENCUMBRANCEE (Full Name and Address and Mode of Holding)

AVJENNINGS PROPERTIES LTD. (ACN 004 601 503) of C/- Level 2, 18 Dequetteville Tce, Kent Town, SA, 5067

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED ("THE SAID LAND") FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF:

- | | |
|---|---|
| (a) Insert the amount of the annuity or rent charge | (a) TEN CENTS (10c) |
| (b) State the term of the annuity or rent charge.
If for life use the words "during his or her lifetime" | (b) TO BE PAID TO THE ENCUMBRANCEE annually as a yearly rent charge for a term of 99 years from the date hereof |
| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING: on the thirtieth day of June in each and every year the first of such payments to be made (if demanded) on the thirtieth day of June next occurring after the date of execution of this encumbrance |

AND THE OWNER ALSO ENCUMBERS THE ESTATE AND INTEREST IN THE SAID LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH THE PERFORMANCE AND OBSERVANCE OF THE COVENANTS BY THE OWNER HEREIN CONTAINED ("THE COVENANTS") (THE BURDEN ON PROVING THE PERFORMANCE AND OBSERVANCE OF WHICH SHALL BE BORNE BY THE OWNER)

PROVIDED THAT THE ENCUMBRANCEE SHALL NOT DEMAND PAYMENT OF THE SAID RENTAL CHARGE IF AND SO LONG AS THE OWNER AND THE OWNER'S SUCCESSORS IN TITLE SHALL DULY PERFORM AND OBSERVE ALL OF THE COVENANTS

AND PROVIDED FURTHER THAT NONE OF THE FOREGOING PROVISIONS FOR OR IN RESPECT OF THE PAYMENT OF THE SAID ANNUITY OR YEARLY RENT CHARGE SHALL IN ANY WAY AFFECT OR PREJUDICE THE RIGHTS OF THE ENCUMBRANCEE OR ANY OTHER PERSON CLAIMING UNDER THE ENCUMBRANCE AS PURCHASER OF ANY PART OR PARTS OF THE WHOLE OF THE LAND COMPRISED IN THE DEVELOPMENT ZONE TO AN INJUNCTION TO PREVENT OR RESTRAIN ANY BREACH OF THE COVENANTS OR TO DAMAGES FOR SUCH BREACH

THE OWNER FOR ITSELF AND ITS SUCCESSORS IN TITLE HEREBY COVENANTS WITH THE ENCUMBRANCEE AS PROPRIETOR OF AND ALL OTHER PERSONS CLAIMING UNDER THE ENCUMBRANCE AS PURCHASERS OF ANY PART OR PARTS OF THE DEVELOPMENT ZONE THAT THE BURDEN OF THE COVENANTS SHALL BE BINDING ON THE SAID LAND AND EACH AND EVERY PART THEREOF AND OF ALL SUCCESSIVE OWNERS, OCCUPIERS, TRANSFEREES AND TENANTS THEREOF TO THE INTENT THAT THE BENEFIT OF THE COVENANTS SHALL BE ANNEXED TO AND DEVOLVE WITH EACH AND EVERY PART OF THE SAID DEVELOPMENT ZONE OTHER THAN THE SAID LAND HEREBY ENCUMBERED.

COVENANTS

IT IS COVENANTED BETWEEN THE OWNER AND ENCUMBRANCEE as follows:

1 Owner's Covenants

The Owner covenants with the Encumbrancee that:

- 1.1 The Owner will not use or allow to be used the said land or any part thereof for any purpose other than for residential purposes.
- 1.2 The Owner will not erect or allow to be erected more than one dwelling on the said land without the prior written approval of the Encumbrancee.
- 1.3 The Owner will not erect, install, make or carry out, or allow to be erected, installed, made or carried out any:
 - 1.3.1 building or structure (including a fence or wall of any nature whatsoever) in or over the said land or any part thereof except in accordance with plans and a schedule of materials which are sufficient to outline the building or structure and which have received the prior written approval of the Encumbrancee as having complied with the Urban Design Guidelines and the Building Envelope Plan; or
 - 1.3.2 site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway or any rainwater tank) on or about the said land or any part thereof except in accordance with plans which are sufficient to outline the works and which have received the prior written approval of the Encumbrancee,

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold or delay any such approval but a refusal or delay shall not be deemed unreasonable or capricious if in the Encumbrancee's reasonable opinion the proposed works do not conform with the Urban Design Guidelines or the Building Envelope Plans prepared and amended from time to time by the Encumbrancee in respect of lands within the Development Zone or the proposed works are undesirable by reason of the effect that they would have upon the development, appearance, health or amenity of the neighbourhood of which the said land forms part or any part of it.
- 1.4 The Owner will not allow any undue delay to occur in the commencement or in the completion of any work approved by the Encumbrancee and will not allow any variation to such work as approved to occur other than in accordance with the terms of any subsequent written approval of the Encumbrancee given before such variation is commenced.
- 1.5 The Owner will not obstruct or do anything which would prevent or hinder the Encumbrancee its servants agents or contractors from entering the said land for the purpose of remedying any breach by the Owner of its obligations under this Encumbrance of which breach at least 14 days' notice in writing has been given to the Owner and which breach has not then been remedied.
- 1.6 The Owner shall not divide the said land or allow the said land to be divided without the prior written approval of

the Encumbrancee.

- 1.7 The Owner will not cause or permit any building works to be undertaken on the said land without obtaining professional engineering advice and design works in respect of such building works.
- 1.8 The Owner will not cause or permit the said land to be resold or advertised for sale unless a dwelling has been constructed thereon and unless the Encumbrancee has consented in writing to such resale and/or advertising, which approval may be refused at the absolute discretion of the Encumbrancee, without ascribing any reason therefore.
- 1.9 Without in anyway limiting clause 1.8, if the Encumbrancee consents to the transfer of land the Owner will not transfer or otherwise dispose of his estate and interest in the land without:
 - 1.9.1 First notifying the Encumbrancee at least 28 days before the transfer and obtaining from the intending purchaser or transferee the execution of an encumbrance that complies in all respects with the terms and conditions contained herein prepared by the Encumbrancee's solicitors at the cost of the Owner and lodged with the Lands Titles Office after the transfer of the land but before any mortgage; and
 - 1.9.2 the Owner remedying all breaches or defaults and paying all monies payable under the Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer.

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrances contemplated above.

- 1.10 Notwithstanding clause 1.9 and without prejudice to the provisions of that clause each:
 - 1.10.1 person claiming an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the Real Property Act be deemed to have covenanted with the Encumbrancee to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed;
 - 1.10.2 person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof shall by virtue of becoming registered as such be deemed to have covenanted with the Encumbrancee that such person will not:
 - 1.10.2.1 exercise a power of sale without obtaining from the proposed transferee and delivering to the Encumbrancee a like covenant as is mentioned in clause 1.9.1; and
 - 1.10.2.2 exercise a power of foreclosure (in the case of a mortgage) without executing and delivering to the Encumbrancee a covenant by such person to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed.
- 1.11 No improvement or structure shall be erected, altered or added to or made in or over the Land or any part thereof unless such erection, alteration or addition:
 - 1.11.1 complies with the Urban Design Guidelines to the satisfaction of the Encumbrancee; and
 - 1.11.2 has received the prior written approval of the Encumbrancee.
- 1.12 The Owner shall not allow:
 - 1.12.1 any part of the Land:
 - 1.12.1.1 which has not been improved; and
 - 1.12.1.2 which is within public view (including the area between the front building line of any dwelling erected upon the Land and the boundary of the Land),to remain without landscaping for a period exceeding three (3) months of completion of construction of a dwelling on the Land;
 - 1.12.2 any landscaping to occur on the Land which:

1.12.2.1 does not comply with the Urban Design Guidelines; or

1.12.2.2 is (in the reasonable opinion of the Encumbrancee) generally inconsistent with the general standard of landscaping of allotments and public verges in the Development Zone; or

1.12.3 landscaping on the Land to become outdated, unattractive or in a state of disrepair;

1.12.4 any noxious or unlawful plant, tree or shrub to grow on the Land;

1.12.5 any garden areas or plantings on the Land to die or become overgrown or untidy;

1.13 The Owner shall not allow external boundaries on the Land to remain without approved fencing for a period of three (3) months of completion of construction of a dwelling on the Land.

1.14 The Owner will not permit;

1.14.1 the said land to remain vacant for more than 36 months from the date hereof or such other latter date as the Encumbrancee may advise the Owner in writing by which date the Owner must substantially commence construction of a dwelling on the said land in accordance with plans and specifications approved by the Encumbrancee; or

1.14.2 allow development of the Land to be delayed such that the construction of a residential dwelling which complies with the plans and specifications approved by the Encumbrancee is not completed within 24 months from when construction of such residential dwelling is first commenced (or such further time as the Encumbrancee may agree with Owner).

1.15 If the Owner shall make any default under sub-clause 1.14 the Encumbrancee may give to the Owner notice in writing to make good such default by commencing and proceeding with or completing (as the case may require) the erection of such dwelling in accordance with the plans and specifications approved by the Encumbrancee without any delay and if the Owner shall fail for one calendar month to comply with such notice then and in any such case the Encumbrancee may forthwith at any time whilst such default continues and without prejudice to any other power right or remedy sell in exercise of its power of sale the said land in such manner and for such price and upon such terms and conditions as it may think fit and in addition thereto the Encumbrancee shall at any time whilst any such default continues have the option of repurchasing from the Owner the said land (and any partly erected building thereon) at a price equal to the total of:

1.15.1 90% of the price paid for the said land by the Owner to the AVJennings or previous Owner; and

1.15.2 90% of the market value if any (as at the date of the exercise of the option) of any partly or wholly erected building or fixture or improvement thereon and complying in all respects with the approved given under clause 1.3 erected affixed or made at the expense of the Owner such value to be determined by the valuation of a licensed valuer nominated by the President or Acting President for the time being of the Australian Institute of Land Valuers and Economists Incorporated (SA Division) at the request of the Encumbrancee and whose costs shall be borne by the Owner;

with a settlement date being 30 days after the determination of the price and otherwise on the same terms and conditions as the contract of sale made between the AVJennings as vendor and the Owner as purchaser.

1.16 The Owner will pay to the Encumbrancee on demand all costs (including legal costs) and expenses incurred by the Encumbrancee its servants agents or contractors in respect of any breach by the Owner of its obligations under this Encumbrance and any action taken to remedy the same. All such costs and expenses may be recovered in any court of competent jurisdiction or deducted from the price paid for the land in accordance with clause 1.15 in addition to all other powers and rights available to the Encumbrancee hereunder.

AND the Owner acknowledges for himself and his successors in title that:

1.16.1 the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone (which will be put into effect by the Urban Design Guidelines); and

1.16.2 that the Encumbrancee has declared and undertaken that they have required and will require from each purchaser of the lands comprised in the Development Zone as a condition of its sale of those lands a Memorandum of Encumbrance in substantially similar form to this instrument and

containing the same or substantially similar covenants and other stipulations.

1.17 If at any time prior or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the said land any fixture, wall or fence of any nature whatsoever ("the entry statement") as an entry statement for any part of the Encumbrancee's scheme of development for the Development Zone, the Owner must not without the prior written approval of the Encumbrancee:-

1.17.1 demolish or alter the entry statement in any way (including by changing or removing any colours of or lettering comprised in the entry statement):

1.17.2 allow any graffiti on or non-structural damage to or want of repair of the entry statement to remain un-remedied for a period of longer than fourteen (14) days after the Owner becomes aware of the existence of such graffiti, non-structural damage to or want of repair; or

1.17.3 fail to properly maintain the entry statement including by way of:-

1.17.3.1 maintaining any painting, colours and lettering of the entry statement;

1.17.3.2 removing any graffiti; and

1.17.3.3 repairing any non-structural damage occurring to the entry statement.

1.18 The Owner shall not allow upon the said land any transportable dwelling house or any other caravan or other temporary dwelling unless first approved in writing by the Encumbrancee.

1.19 The Owner shall not allow any dwelling, building, improvement or structure on the said land to become in a state of disrepair, worn out, decadent or unattractive having regard to the general standard of other dwellings, buildings, improvements and structures on allotments in the Development Zone.

2 Waiver of this Encumbrance

The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the Covenants and other stipulations herein contained or implied and no such waiver or modification of release shall release the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

3 Waiver/Discharge of other Encumbrances

The Encumbrancee may from time to time in its absolute discretion:

3.1 modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Owner from the covenants and other stipulations herein contained and implied; or

3.2 discharge one or more of the Memoranda of Encumbrance registered over the land in the Development Zone or transfer one or more of such Memoranda to such body or bodies as it in its absolute discretion deem fit;

AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Owner for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of this Encumbrance or of any other encumbrance and the Owner will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.

4 Notices

4.1 Any notice or demand to be given to or made upon the Owner hereunder may be given or made by posting or delivering the same in writing signed by any officer of or solicitor or agent for and on behalf of the Encumbrancee to or at the address of the Owner appearing on the front page of this Encumbrance or the last known place of abode or business of the Owner or by posting the same at any Post Office in an envelope directed to the Owner at any address aforesaid.

4.2 Any notice to be given to or served upon the Encumbrancee may be given or served by delivering the same at or sending the same through the Post Office addressed to the Encumbrancee at its principal office for the time being in Adelaide.

4.3 Any notice posted as aforesaid shall be deemed to have been received 48 hours after the time of posting.

5 Definitions and Interpretation

3 In this Encumbrance:

- 5.1 **Development Zone** means the land formerly comprised in Allotment 42 in Deposited Plan 66651, Allotment 102 in Filed Plan 213513 and Allotment 103 in Filed Plan 213514;
- 5.2 **Building Envelope Plan** means the building envelope plan provided to the first Owner as an annexure to the original contract for the sale and purchase of the said land, copies of which may be obtained during normal business hours from the Encumbrancee
- 5.3 **The Owner** includes the Encumbrancer and the registered owner for the time being, and each successive registered proprietor of the land;
- 5.4 **AVJennings** means AVJennings Properties Ltd (ACN 004 601 503);
- 5.5 **Urban Design Guidelines** means the "Pathways" Murray Bridge urban design guidelines published by or on behalf of the Encumbrancee, which relate to the building scheme which has been or will be adopted in the Development Zone (which may be varied from time to time by the Encumbrancee) provided to the first Owner as an annexure to the original contract for the sale and purchase of the said land, copies of which may be obtained during normal business hours from the Encumbrancee.

A reference to a party includes the heirs, executors, successors or assignors of that party;

- 5.6 If there shall be more than one person responsible hereunder as the Owner or as a successor in title to the Owner, the liability of each of such person or persons shall be both joint and several;
- 5.7 Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;
- 5.8 Headings are used for convenience of reference only and shall not affect the interpretation or construction of this Encumbrance.

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to encumbrances by the Real Property Act 1886 (as amended).

6 Severance

Each word, phrase, sentence and clause (a "provision") of this Encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such severance will not affect the other provisions of this Encumbrance.

7 Sunset Clause

- 7.1 The rights and obligations of the Encumbrancee will cease upon the later of the following:
- 7.1.1 One (1) year from the date the last residential allotment in the Development Zone is transferred from AVJennings to a third party; or
 - 7.1.2 1 September 2025
- 7.2 for the avoidance of doubt it is expressly stated that the rights and obligations of the Owner of any land in the Development Zone will continue despite Clause 7.1.

** Delete the inapplicable*

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed ~~*herein~~ / ~~*in Memorandum No. _____~~ subject to such exclusions and amendments specified herein.

DATED:

CERTIFICATION **Delete the inapplicable*

Encumbrancer(s)

- * The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.
- * The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- * The Certifier has retained the evidence to support this Registry Instrument or Document.
- * The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

For:

On behalf of the Encumbrancer

Encumbrancee(s)

- * The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.
- * The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- * The Certifier has retained the evidence to support this Registry Instrument or Document.
- * The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Registered Conveyancer

For: Finlaysons Lawyers

On behalf of the Encumbrancee

Annexure D

Urban Design Guidelines

Annexure to Residential Contract

(27 pages including cover) INITIALS

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Pathways

MURRAY BRIDGE

URBAN DESIGN GUIDELINES

October 2020
Edition

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1 INTRODUCTION

Located in picturesque township of Murray Bridge, your home at Pathways is close to, schools, shopping, cafes, sporting facilities and the Murray River. Your new home will be part of a community that offers an enviable lifestyle choice for you and your family.

How you design, build and landscape your new home will be a fundamental part of the enjoyment and appreciation that you and others will derive as part of this growing community.

AVJennings is committed to delivering a dynamic, visually stimulating and highly aesthetic built environment which responds to the unique qualities of Murray Bridge, capturing the cultural heritage of the town and its proximity to the river with an emphasis on enhancing the quality of life of Australians at home.

1.1 Purpose

The Pathways Urban Design Guidelines have been prepared to encourage the creation of an attractive, high quality residential environment and to protect the amenity and investment of residents.

The choice of allotment sizes and housing types creates the need for housing development to be consistent with a set of design guidelines. A set of required standards will achieve this objective and ultimately protect the rights of individual residents in regard to surrounding development within the estate.

When designing and siting your home, these guidelines need to be taken into account to enhance the overall quality and character of Pathways and residents' enjoyment of their newly designed and constructed homes.

Please ensure that you read and understand these guidelines carefully and remember that they are written and administered for the betterment of the Pathways estate and are in place to protect the investment of both you and your neighbours.



2 THE PROCESS – HOW THE URBAN DESIGN GUIDELINES APPLY

When you purchase an allotment of land within Pathways, an Encumbrance is attached to the title which requires that prior to any development of the allotment, approval must be sought and obtained from the Project Manager of Pathways.

All development at Pathways must conform to the Urban Design Guidelines, and this includes new house construction as well as renovations, and the development of outbuildings and fixtures.

If applicants are unsure of whether or not their proposed dwellings meet the requirements of the Urban Design Guidelines, a sketch plan should be prepared and submitted to the Project Manager for preliminary discussion prior to finalising drawings and specifications. This is aimed at streamlining the approval process and avoiding costly redesign work.

In assessing applications relative to the Urban Design Guidelines, the Project Manager may agree to approve proposals that vary from the guidelines providing that the changes do not detrimentally affect the quality and character of the development.

In particular, care should be taken to ensure that house designs are suitable for the particular orientation of the allotment. Factors that should be taken into account when selecting a house design include orientation of the dwelling on the allotment, solar access to the main family living areas, relationship between living spaces and private garden areas, and position of driveways/garages in relation to the predetermined driveway crossovers as shown on the Allotment Development Plan (ADP).

Having obtained approval from the Project Manager, in terms of conformance to the Urban Design Guidelines (the plans will be 'stamped' and returned to the applicant), the applicant will then need to lodge the necessary applications with the Murray Bridge Council to receive planning/building approval pursuant to the Development Act 1993 and the Development Plan.

Murray Bridge Council is not party to these Guidelines and therefore will not be responsible for enforcement.



Once the Pathways Project Manager has granted approval, applicants should submit the following documentation to Murray Bridge Council for consideration under the Council's Development Plan:

- approved 'stamped' plans and supporting documentation;
- a Development Application for planning and building approval; or private certification (building approval);
- the relevant application fee;
- and other information as required by Council.

Note that Murray Bridge Council will assess applications with respect to Planning and Building requirements, and therefore sufficient documentation will be required to allow Council to properly consider each application against the requirements of the Development Plan. From time to time amendments are made to Council's requirements; therefore these guidelines may change accordingly.

Following this procedure will ensure a streamlined approval process with both the Project Manager of Pathways and Murray Bridge Council.

Applications for approval under the provisions of the Pathways Urban Design Guidelines should be forwarded to:

Pathways Project Manager
c/o AVJennings Properties Limited
Level 2 / 18 Dequetteville Terrace
Kent Town SA 5067

or

Pathways Project Manager
PO Box 2218
KENT TOWN SA 5071

or

email
mlyons@avjennings.com.au and
plescano@avjennings.com.au



3 SEEKING APPROVAL

3.1 Building Approval

Plans for all building works are to be provided (preferably emailed) to the Pathways Project Manager and must consist of:

A Siting Plan – a scaled and dimensioned layout plan of the allotment showing the location and overall dimensions of the dwelling and garage, out buildings, rain water tanks, setback distances from all allotment boundaries, details of all cut & fill, paved surfaces and garden areas, proposed fences, retaining walls, dimensions, contours, location and construction material of driveway and relevant site levels.

3.2 Time Limits

To enable communities to establish quickly, all dwellings, garages and fences (including retaining walls if required) must commence within 36 months after the date of settlement of the allotment and complete within 24 months from commencement.



4 SITING YOUR HOME

4.1 Site Coverage

Only one dwelling is permitted on each allotment.

4.2 Setbacks

4.2.1 Front Boundary Setbacks

Dwellings are required to be set back a minimum of 6 metres from the front boundary (unless indicated differently on the Allotment Development Plan) to the main line of the building; but excludes elements projecting from the wall, such as windows, verandahs, porticos etc. Should any of these elements have a greater depth than 1.0m, the setback to the front of the home will need to increase to ensure these protrusions do not extend forward of 5.0m from the front boundary. Garages and carports must be sited in line with or behind the main line of the dwelling.

If the garage width is greater than 50% of the width of the house, the garage must be setback 500mm from the front line of the building.

4.2.2 Building on the Side Boundary

The maximum length of a garage wall located on the side boundary should be 7.0m.

Walls of dwellings (excluding garages and carports) may be constructed on one side boundary provided that:

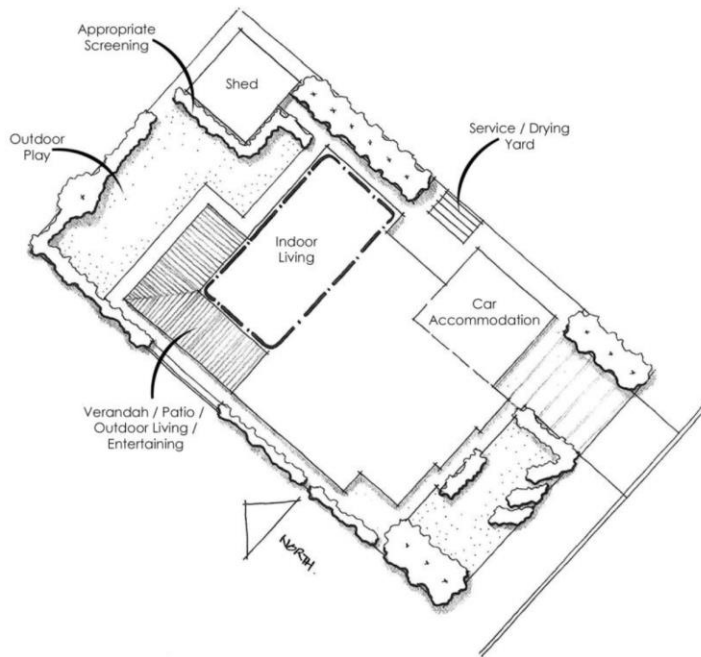
- (a) It is indicated on the allotment development plan;
- (b) the side boundary does not abut a public road or public reserve;
- (c) they are located on the same side of the allotment as the associated garage or carport;
- (d) the total length of wall on a side boundary (inclusive of any garage/wall or length of carport) does not exceed 12 metres;
- (e) they have a maximum height of 3.0 metres; and
- (f) they are constructed using materials identical to the predominant materials of the external walls of the associated dwelling.



4.2.3 Rear Boundary Setbacks

The setback to the rear boundary is a minimum of 3.0m metres for single storey dwellings (unless indicated differently on the allotment development plan). For two storey dwellings the setback from the rear boundary to the upper floor is a minimum of 8 metres.

Consider the creation of dedicated spaces for different uses as shown below:



5 FENCING

Colourbond fences between adjoining allotments must not extend beyond the main building line of the dwelling to the front boundary unless there is a front fence. Any portion of the boundary fence forward of the main building line of the dwelling must be constructed in the same style, same height and of the same materials as that of the front fence and must not be erected prior to the front fence being installed. Where two adjacent buildings have varying setbacks to the road, the fence must not extend beyond the main building line of the house with the lesser setback. The main building line of the dwelling is the front wall, which does not include porches, porticos and verandahs.

5.1 Colour

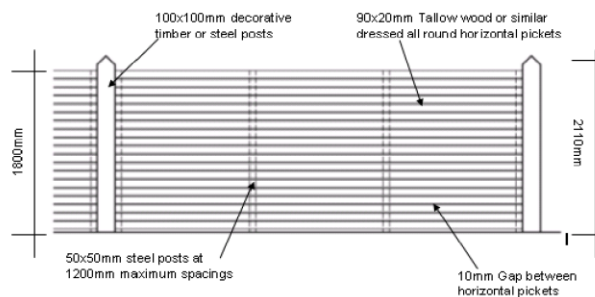
Standard boundary fencing between neighbours must be 'Good Neighbour' style pre-factory colour coated steel, 1.8m in height and Riversand (colorbond) in colour. Alternative manufacturers with a similar colour will need to be approved by the Pathways Project Manager.

5.2 Corner Allotments

Fencing on the secondary street boundary of corner allotments must be a minimum of 'Good Neighbour' style pre-factory colour coated steel as described in 5.1 above however decorative fencing of secondary street boundary of corner allotments is highly encouraged.

Boundary fencing is not permitted to extend beyond the main building line of the dwelling. In accordance with this clause, any fencing forward of the main building line of the dwelling must be consistent with the front fencing requirements.

Examples of decorative fencing include rolled top brush, masonry and timber fencing; a typical example of timber fencing is shown below.



Timber corner fencing detail. Figure 8.

Pathways
MURRAY BRIDGE

5.3 Front Fences

Should a front fence be desired, front fences should be a maximum of 1.5m high and generally be of an open appearance.

Front fences in the form of a hedge or with hedge in fills are encouraged as an attractive alternative to conventional fences.

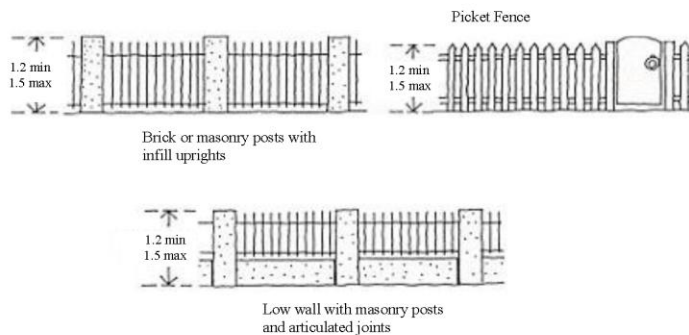
Front fences can be constructed of:

- Tubular steel fencing with masonry pillars.
- Timber, steel or aluminium pickets; or
- Piered brick or masonry posts with timber, steel or aluminium infill.

Other styles may be considered on merit.

Fence posts (excluding masonry pillars) should have a minimum dimension of 100mm x 100mm.

All front fences forward of the main building line of the dwelling require the approval of the Pathways Project Manager.



NOTES



Annexure E

Allotment Development Plan

Annexure to Residential Contract

(4 pages including cover) **INITIALS**

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Pathways – Stage 3

Allotment Development Plan

LEGEND

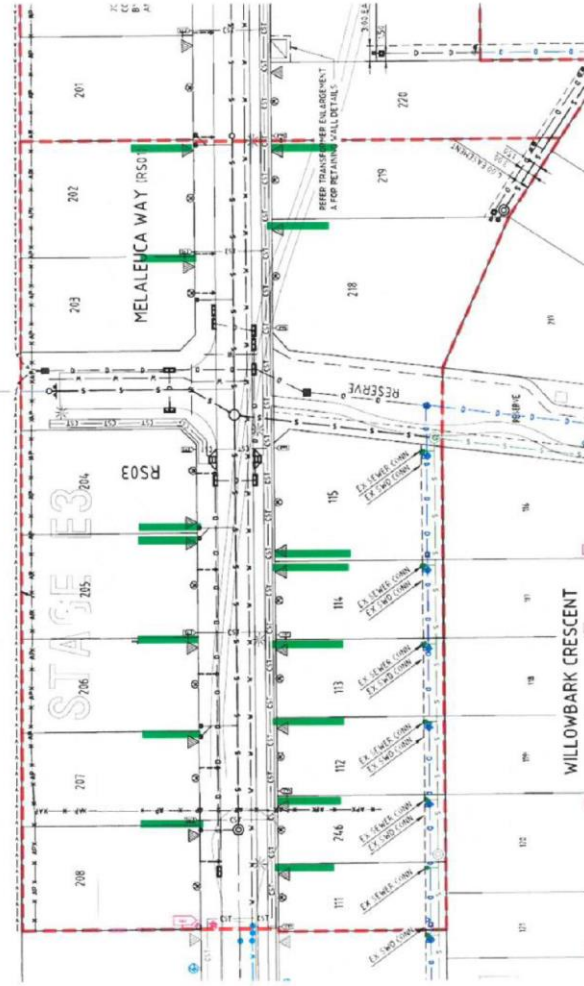
▼ DRIVEWAY LOCATION

█ GARAGE MAY BE BUILT TO BOUNDARY

○ SUBJECT TO COUNCIL CONSENT

NOTE:

All Building Setbacks must meet Council requirements and are subject to Council consent.



Annexure F

Form R3

Annexure to Residential Contract

(3 pages including cover) **INITIALS**

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Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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 recommends that you check the 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 eg sheds and fences?
- Does the property have any significant **defects** eg **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?

Reviewed - August 2017



Government of South Australia
Attorney-General's Department

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** (eg 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.

Reviewed - August 2017



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