

Residential Contract: Schedule



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. VENDOR 1: | Primary contact: <input type="checkbox"/> |
| Legal Entity/ Full Name(s): | Marie Christine Rowley |
| ABN (if applicable): | |
| VENDOR 2: | Primary contact: <input type="checkbox"/> |
| Legal Entity/ Full Name(s): | Graham Thomas Rowley |
| ABN (if applicable): | |
| VENDOR 3: | Primary contact: <input type="checkbox"/> |
| Legal Entity/ Full Name(s): | |
| ABN (if applicable): | |
| VENDOR 4: | Primary contact: <input type="checkbox"/> |
| Legal Entity/ Full Name(s): | |
| ABN (if applicable): | |

Are there additional vendors? Yes If yes, refer to Annexure - Additional Vendors

VENDOR PRIMARY CONTACT ADDRESS

| | | | |
|-----------|--------------|-----------|------|
| Street 1: | PO Box 276 | | |
| Street 2: | | | |
| Suburb: | McLaren Vale | State: | SA |
| | | Postcode: | 5171 |

VENDOR'S SOLICITOR OR CONVEYANCER

| | | | |
|-----------|-----|-----------|--|
| Firm: | TBA | | |
| Person: | | | |
| Street 1: | | | |
| Street 2: | | | |
| Suburb: | | State: | |
| | | Postcode: | |

| | | | |
|-----------------------------|---|--------|--|
| 2. PURCHASER 1: | Primary contact: <input type="checkbox"/> | | |
| Legal Entity/ Full Name(s): | | | |
| ABN (if applicable): | | Email: | |
| PURCHASER 2: | Primary contact: <input type="checkbox"/> | | |
| Legal Entity/ Full Name(s): | | | |
| ABN (if applicable): | | Email: | |
| PURCHASER 3: | Primary contact: <input type="checkbox"/> | | |
| Legal Entity/ Full Name(s): | | | |
| ABN (if applicable): | | Email: | |
| PURCHASER 4: | Primary contact: <input type="checkbox"/> | | |
| Legal Entity/ Full Name(s): | | | |
| ABN (if applicable): | | Email: | |

Are there additional purchasers? Yes If yes, refer to Annexure - Additional Purchasers

PURCHASER PRIMARY CONTACT ADDRESS

| | | | |
|-----------|--|-----------|--|
| Street 1: | | | |
| Street 2: | | | |
| Suburb: | | State: | |
| | | Postcode: | |

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PURCHASER'S SOLICITOR OR CONVEYANCER

Firm:

Person:

Street 1:

Street 2:

Suburb: State: Postcode:

3. AGENT: Company Name/Legal Entity:

Company Representative:

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable): RLA No:

Telephone: W: M:

Email:

4. PROPERTY: Street 1:

Street 2:

Suburb: State: Postcode:

Council area:

and being the *whole/part of the land in Certificate of Title, Volume: Folio:

being *Allotment/Section/Unit/Lot on *Strata/Primary/Community/Deposited/Filed Plan No.

in the area named in the Hundred of

Strata/Community Manager: T: N/A

Other description of Property:

5. GST

Is the Vendor liable for GST on the Property? Yes No

If yes, refer to Annexure: Goods and Services Tax (GST)

Is the Agreement concerning the sale of new residential premises or potential residential land as defined in the GST Law? Yes No

If yes, refer to Special Condition - Sale of New Residential Premises or Potential Residential Land.

Note: The response to the previous question, together with the details in the Special Condition - Sale of New Residential Premises or Potential Residential Land, constitutes a Notice under Section 14-255 of the *Tax Administration Act 1953* (Cth)

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.

6. PURCHASE PRICE

| | | |
|-------------|-----------------------------|--------------------------------------|
| The sum of: | Amount Payable for Property | <input type="text" value="\$"/> |
| | GST (if applicable): | <input type="text" value="\$ 0.00"/> |
| | Total Purchase Price: | <input type="text" value="\$"/> |

7. DEPOSIT PAYABLE:

immediately upon signing of this Agreement; or

on the next business day following the expiration of the cooling off period being 2 clear business days following the later date of the execution of the contract and service of the Form 1; or

on or before / / ; or

secured by Guarantee (refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee); or

Other (specify)

(* Delete as applicable) INITIALS
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8. SETTLEMENT DATE

On the day of
OR
 Within days of the satisfaction of the Special Condition(s) (if any), whichever is the later
Or such other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS: Not applicable

- Built-in furniture Dishwasher Window treatments
 Fixed floor coverings Light fittings Rubbish bins
 Other (specify)

Consumer Credit Chattels (specify)

10. EXCLUDED CHATTELS: Not Applicable Vendor's; and/or Tenant's:

- Personal effects Dishwasher Loose floor coverings
 Garden pots and ornaments Rubbish Bins Freestanding furniture
 Other (specify)

11. EXCEPTIONS: None Known Easements Encumbrances Rights Of Way Party Wall Rights

Details Or Any Other Exceptions:

12. TENANCIES: Is sale subject to an existing tenancy? Yes No

Managing Agent T.

Tenant (Name/s)

Term: Fixed: Commencement Date / / End Date / /

Periodic: Commencement Date / /

Rent: \$ per

Payable in advance Weekly Fortnightly Calendar monthly

Bond lodged with Consumer and Business Services: Yes No

Amount: \$

13. NOTICES AND ORDERS: None known Specify

14. KNOWN BREACHES OF ~~STRATA TITLES ACT 1988~~/COMMUNITY TITLES ACT 1996: None known Not applicable

Body Corporate Manager: Telephone:

Details of breach:

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15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT: None known Specify

Ensuite to shed.

16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES: None known Specify

West boundary fence is 1m into neighbors property, convenience encroachment over entrance driveway.

17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS Not Applicable Not known

- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to pre 1 July 1993 constructed swimming pools.
- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to 1 July 1993 and post 1 July 1993 constructed swimming pools.
- Not compliant
- Specify details of non-compliance

18. WORKS TO BE CARRIED OUT BY VENDOR: Not applicable Specify

19. SPECIAL CONDITIONS:

Please refer to Special Condition - Foreign Resident Withholding Regime

Is the sale Subject to Finance? Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Finance

Is the sale Subject to Sale and Settlement of Purchaser's Property? Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property

Is the sale Subject to Settlement of Purchaser's Property? Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property

Is the sale subject to any other Special Condition? Yes No

If yes, refer to Annexure

20. FURTHER TERMS OF SALE: Not Applicable

Will the Purchaser provide a guarantee in lieu of paying a deposit? Yes No

If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee

Is the sale subject to any other Further Term of Sale Yes No

If yes, refer to Annexure OR

As described below

The purchaser warrants that they are legally entitled to purchase the property without the requirement to apply to the foreign investment review board for foreign investment approval prior to purchase. Please note that from 1st April 2025, foreign persons including temporary residents and foreign owned companies cannot apply to purchase an established dwelling in Australia unless an exception applies.

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SPECIAL CONDITION

Foreign Resident Withholding Regime



1. Foreign Resident Withholding

- (a) This special condition applies (despite any other provision of the Agreement) if:
 - (1) the Vendor does not provide a Clearance Certificate to the Purchaser at least 5 Business Days before Settlement; or
 - (2) for any other reason the Purchaser is obliged to pay a Withholding Amount to the Commissioner.
- (b) If this special condition applies:
 - (1) the Purchaser must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement;
 - (2) if the Purchaser provides to the Vendor at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Purchaser (or Purchaser's Representative) to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Vendor, the Purchaser is not required to pay that part of the Purchase Price to the Vendor;
- (c) if special condition 1(b)(2)(B) applies, the Purchaser will be treated as having given an irrevocable authority and direction to the Purchaser's Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.
- (d) Any Variation Notice not provided to the Purchaser at least 5 Business Days before Settlement is to be disregarded for the purposes of determining that amount.
- (e) In this special condition 1:

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Vendor (and if the Vendor consists of more than one person, to each person who comprises the Vendor) in respect of the sale of the Property.

Commissioner has the meaning given in the Tax Administration Act 1953.

Tax Administration Act means the Tax Administration Act 1953 (Cth).

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Purchaser under section 14-200 of the Tax Administration Act.

Withholding Amount means the amount which the Purchaser is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

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Contract - Annexure: Special Condition Compendium



1. This Agreement is subject to:

A. Sale and settlement of Purchaser's Property

(a) 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**");

(b) If in the event the Purchaser:

1. does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
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
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,

then, unless the Purchaser waives this Special Condition in writing, clause 14.3 of the Agreement shall apply;

(c) If in the event that 1, 2 or 3 applies above, and the Purchaser does not deliver to the Vendor a notice in writing waiving its rights under this Special Condition AND also provides documentary evidence that the Purchaser has sufficient funds to complete settlement, within two (2) business days of the Date, then the Vendor can terminate this Agreement in writing with the Purchaser.

B. Settlement of Purchaser's Property

(a) the settlement on the sale of the property described in **Item 1** below ("**Purchaser's Property**") on the date specified in **Item 5** below ("**Purchaser's Settlement Date**") in accordance with the contract entered into by the Purchaser on the date described in **Item 2**.

(b) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement 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.

(c) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement 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 Purchaser's Settlement Date, the Vendor can terminate this Agreement by written notice to the Purchaser.

Item 1 Description of Purchaser's Property:

Certificate of Title Details:

Street 1:

Street 2:

Suburb: State: Postcode:

Item 2 Date by which Purchaser is to enter into a contract or entered the contract:

Item 3 Date by which contract is to become unconditional:

Item 4 Price for Purchaser's property: \$

Item 5 Date by which settlement is to be effected:

C. Approval of Finance

(a) the Lender specified in **Item 1** agreeing by the date described in **Item 2** to grant to the Purchaser on or before the settlement date a conditional or unconditional loan of not less than the amount described in **Item 3** and for the Terms specified in **Item 4**.

(b) If the Lender does not agree by the **date specified in Item 2** to grant the loan conditionally or unconditionally to the Purchaser at settlement then clause 14.3 of this Agreement shall apply.

(c) Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the **date specified in Item 2** below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and not withstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.

Item 1 Lender: Name:

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:

Item 3 Minimum amount of loan: Amount: \$

Item 4 Terms of loan: Term of loan (in years): commencing interest rate of loan not exceeding % per annum

2. The Purchaser shall use its best endeavours (including, but not limited to, engaging in proper marketing and advertising, applying for a loan and everything else (if applicable)) to effect the outcomes described above.
3. 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.
4. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

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Contract: Terms and Conditions



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

2.1 Definitions

In this Agreement, unless a contrary intention appears:

- 2.1.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994* as amended;
- 2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;
- 2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;
- 2.1.4 "Annexure" means an annexure to this Agreement;
- 2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
- 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;
- 2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;
- 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;
- 2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
- 2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;
- 2.1.11 "Further Terms" means the terms specified in Item 20 of the Schedule;
- 2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.13 "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 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;
- 2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
- 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;
- 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;
- 2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:
 - (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;
- 2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;
- 2.1.20 "Revenue SA Workspace" means the online portal and workspace made available by the Commissioner for conveyancing practitioners to provide details of Reportable Transactions as described in clause 25.
- 2.1.21 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.22 "Settlement Date" means the date specified in Item 8 of the Schedule;
- 2.1.23 "Special Condition" means a special condition set out in or annexed to this Agreement;
- 2.1.24 "Tenancies" means any tenancy specified in Item 12 of the Schedule;
- 2.1.25 "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;
- 2.1.26 "Vendor" means the person or entity specified in Item 1 of the Schedule;
- 2.1.27 "Works" means the items specified in Item 18 of the Schedule.

2.2 Interpretation

In this Agreement, unless a contrary intention appears:

- 2.2.1 words which denote the singular include the plural and vice versa;
- 2.2.2 words which denote natural persons include corporations and vice versa; and
 - (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;
- 2.2.3 where a party to this Agreement consists of more than one person then:
 - (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;
- 2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
- 2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

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

- 4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:
 - 4.1.1 a Transfer; and
 - 4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.
- 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.
- 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.

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Contract: Terms and Conditions



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.

5. Settlement

- 5.1 Unless otherwise agreed, Settlement must occur in accordance with Clause 24 on the Settlement Date.
- 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.
- 5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.
- 5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):
- 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;
 - 5.4.2 land tax will be adjusted on a single holding basis;
 - 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.
 - 5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the *Land Tax Act 1936* (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.
 - 5.4.5 The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of increasing the land tax payable by the Purchaser.
 - 5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:
 - (a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and
 - (b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death, failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.
 - 5.4.7 In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:
 - (a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged; and
 - (b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.
- 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.
- 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.

6. Vacant Possession

- 6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.
- 6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:
- 6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;
 - 6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;
 - 6.2.3 delivering all keys and security devices to the Property to the Purchaser.

7. Title and Risk

- 7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;
- 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.
- 7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.

8. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

- 8.1 The following further adjustments between the parties shall be made:
- 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 Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, 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
 - 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.
- 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 Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.
- 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 Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

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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 Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

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

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:

- 10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the *Fences Act 1975*;
- 10.2 there are no outstanding demands, orders or requisitions relating to the Property;
- 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;
- 10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;
- 10.5 where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;
- 10.6 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

- 11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
- 11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;
- 11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms

- 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.

14. Special Conditions

- 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 the 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

15. Purchaser's Default

- 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 ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



- 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 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.

16. Vendor's Default

- 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.

17. Time

Time is of the essence in respect of any obligation under clauses 15, 16, 24 and 25.

18. Goods and Services Tax (GST)

If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous

- 19.1 Notices under this Agreement:
- 19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
 - 19.1.2 may be served:
 - (a) by being left at the last known residence or place of business of the intended recipient; or
 - (b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
 - (c) by email to the email address of a party or a party's representative as provided in this Agreement.
 - 19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
 - 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.
 - 19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of \$700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.
- 19.2 No Merger
The provisions of this Agreement shall not merge upon Settlement.
- 19.3 Cheques
- 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.
 - 19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account
- 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.
- 19.5 Date of this Agreement
The date of this Agreement is the date on which the last of the parties executes it.
- 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 Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



20. Privacy Act 1988

- 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.
- 20.2 The Agent may disclose this information to other parties including conveyancers, connection services, legal advisers, financial institutions and government bodies.
- 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 Privacy Act 1988.
- 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.

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.

24. eConveyancing Conditions

- 24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties agree that Settlement will take place using an Electronic Lodgement Network (Electronic Conveyancing), in accordance with the *Electronic Conveyancing National Law (South Australia) Act 2013 (ECNL)*, and Participation Rules for Electronic Conveyancing determined by the Registrar-General in accordance with Section 23 of the ECNL (**Participation Rules**) unless:
 - 24.1.1 Lodgement of instruments under this Agreement (in whole or in part) are not eligible to be lodged electronically in accordance with the ECNL and the Participation Rules, or any other directions or requirements issued from time to time by the Registrar General or the Land Registry;
 - 24.1.2 Either party gives a valid notice that Settlement will not be completed by Electronic Conveyancing.
- 24.2 The parties acknowledge and agree that it is the Purchaser's right to nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Agreement, and the Vendor agrees to accept and use the same ELNO in circumstances where:
 - 24.2.1 the settlement under this Agreement must be an Electronic Conveyance; and
 - 24.2.2 the Participation Rules do not permit interoperability between two or more approved ELNOs.
- 24.3 To the extent the Participation Rules and the Operating Requirements determined by the Registrar-General in accordance with Section 22 of the ECNL (**Operating Requirements**) permit interoperability between two or more ELNOs, then either party may select and use their own approved ELNO for the Electronic Conveyance.
- 24.4 To the extent the Participation Rules and Operating Requirements do not permit interoperability between two or more ELNOs:
 - 24.4.1 the Purchaser shall nominate an approved ELNO within 10 Business Days of the date of this Agreement or within 2 Business Days of receiving a request from the Vendor as to the ELNO nomination; and
 - 24.4.2 failing the Purchaser making a nomination within such 2 Business Day period of receiving the Vendor's request then the Vendor may nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Contract.
- 24.5 The Vendor must within 14 Business Days of the date of this Agreement:
 - 24.5.1 create an Electronic Workspace;
 - 24.5.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.5.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.6 The Purchaser must:
 - 24.6.1 accept the Vendor's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - 24.6.2 populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - 24.6.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.
- 24.7 If the Vendor does not comply with clause 24.5 the Purchaser may:
 - 24.7.1 create an Electronic Workspace;
 - 24.7.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.7.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace; and
 - 24.7.3 the Vendor must:
 - (a) accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - (b) populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - (c) invite the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.8 The Electronic Workspace is an electronic address for the service of notices and for written communications for the purposes of the ECNL and any electronic transaction legislation.
- 24.9 Settlement occurs under this clause 24 when the Electronic Workspace records that:
 - 24.9.1 The exchange of funds between financial institutions in accordance with the instructions of the parties has occurred; or
 - 24.9.2 If there is no exchange of funds or other value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted by the Registrar General for electronic lodgement.
- 24.10 The parties must agree in writing on a method, time and place for delivery or exchange of any documents relating to the sale that cannot be delivered or exchanged using the Electronic Workspace. If the parties cannot agree, the party who holds the documents holds them in escrow for the benefit of the party who is entitled to them and the party holding the documents must deliver the documents as reasonably directed by the person entitled to them immediately after Settlement.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



24.11 If by reason of an electronic or computer system failure of any of the Land Registry, the Reserve Bank of Australia or the ELNO Settlement does not occur on the Settlement Date, the failure to settle does not constitute a breach or default by either party under this Agreement, and the parties will do all things reasonably necessary to complete settlement as an Electronic Conveyance on the next Business Day or such other date as the parties may agree or if Settlement is not able to be completed as an Electronic Settlement by reason of the failure of the electronic or computer systems of the Land Registry and only if the Electronic Workspace allows, the parties by agreement may elect to proceed with a financial settlement notwithstanding that settlement cannot be completed as an Electronic Conveyance, and do all other things necessary to complete Settlement.

25. Commonwealth Reporting

25.1 Reportable Transactions

The parties acknowledge and agree that:

25.1.1 the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and

25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.

25.2 Creation of RevenueSA Workspace

25.2.1 The Purchaser must at least 7 Business Days prior to the Settlement Date:

(a) create a RevenueSA Workspace;

(b) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and

(c) invite the Vendor to join the RevenueSA Workspace.

25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:

(a) create a RevenueSA Workspace;

(b) accept the Purchaser's invitation to join the RevenueSA Workspace; and

(c) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other particulars that may be required for the relevant Reportable Transaction.

25.2.3 Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.2 the Purchaser may at any time before settlement:

(a) populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or

(b) if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

26. Electronic Communications

The parties to this contract each consent to either of them or their representatives signing the contract and any notices or documents under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this contract and any notices or documents under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

INITIALS

Initials not required if using electronic signature

Contract: Execution



EXECUTED AS AN AGREEMENT

Signed by or on behalf of Purchaser 1

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 2

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 3

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 4

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

INITIALS

Initials not required if using electronic signature

Contract: Execution Page



EXECUTED AS AN AGREEMENT

Signed by or on behalf of Vendor 1

Date:

Vendor Name

Marie Christine Rowley

in the presence of:

Date:

Witness Name

Signed by or on behalf of Vendor 2

Date:

Vendor Name

Graham Thomas Rowley

in the presence of:

Date:

Witness Name

Signed by or on behalf of Vendor 3

Date:

Vendor Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Vendor 4

Date:

Vendor Name

in the presence of:

Date:

Witness Name

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.

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.

INITIALS

Initials not required if using electronic signature

REAL PROPERTY ACT, 1886



South Australia

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 6259 Folio 860

Parent Title(s) CT 5206/805
Creating Dealing(s) RTD 13596103
Title Issued 17/09/2021 **Edition** 1 **Edition Issued** 17/09/2021

Estate Type

FEE SIMPLE

Registered Proprietor

GRAHAM THOMAS ROWLEY
MARIE CHRISTINE ROWLEY
OF PO BOX 276 MCLAREN VALE SA 5171
AS JOINT TENANTS

Description of Land

ALLOTMENT 45 DEPOSITED PLAN 127093
IN THE AREA NAMED MCLAREN VALE
HUNDRED OF WILLUNGA

Easements

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED B ON D127093 TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) (T 3663115)

Schedule of Dealings

| Dealing Number | Description |
|----------------|--|
| 8977183 | MORTGAGE TO AUSTRALIAN CENTRAL CREDIT UNION LTD. |

Notations

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

REAL PROPERTY ACT, 1886



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 6259 Folio 862

Parent Title(s) CT 5206/804
Creating Dealing(s) RTD 13596104
Title Issued 17/09/2021 Edition 1 Edition Issued 17/09/2021

Estate Type

FEE SIMPLE

Registered Proprietor

GRAHAM THOMAS ROWLEY
MARIE CHRISTINE ROWLEY
OF PO BOX 276 MCLAREN VALE SA 5171
AS JOINT TENANTS

Description of Land

ALLOTMENT 43 DEPOSITED PLAN 127029
IN THE AREA NAMED MCLAREN VALE
HUNDRED OF WILLUNGA

Easements

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED W ON D127029 TO THE MINISTER FOR INFRASTRUCTURE (VM 7533995)

Schedule of Dealings

| Dealing Number | Description |
|----------------|--|
| 8977183 | MORTGAGE TO AUSTRALIAN CENTRAL CREDIT UNION LTD. |

Notations

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

| | | | | | |
|-------------------|-----------|------------------------|---------------------|------------------------------|------------|
| PURPOSE: | DIVISION | AREA NAME: | MCLAREN VALE | APPROVED: | 17/06/2021 |
| MAP REF: | 6627/20/R | COUNCIL: | CITY OF ONKAPARINGA | DEPOSITED: | 03/09/2021 |
| LAST PLAN: | | DEVELOPMENT NO: | | 107949_text_01_v04_Version_4 | |



D127093

SHEET 1 OF 2

AGENT DETAILS: MICHAEL GREAR SURVEYS
 5 GULFVIEW ROAD
 BLACKWOOD SA 5051
 PH: 8278 8732
 FAX: 8278 8050

AGENT CODE: MGS7P

REFERENCE: 2020216-45A

SURVEYORS I Mark Kenneth Whitford , a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me and correctly prepared in accordance with the Survey Act 1992. 2) That the field work was completed on the 13th day of April 2021

CERTIFICATION: 16th day of June 2021 Mark Whitford Licensed Surveyor

SUBJECT TITLE DETAILS:

| PREFIX | VOLUME | FOLIO | OTHER | PARCEL | NUMBER | PLAN | NUMBER | HUNDRED / IA / DIVISION | TOWN | REFERENCE NUMBER |
|--------|--------|-------|-------|--------------|--------|------|--------|-------------------------|------|------------------|
| CT | 5206 | 805 | | ALLOTMENT(S) | 21 | F | 33441 | WILLUNGA | | |

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

| STATUS | LAND BURDENED | FORM | CATEGORY | IDENTIFIER | PURPOSE | IN FAVOUR OF | CREATION |
|----------|---------------|------|-------------|------------|---------|--|-----------|
| EXISTING | 45.46 | LONG | EASEMENT(S) | B | | DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) | T 3663115 |

ANNOTATIONS: NO OCCUPATION UNLESS OTHERWISE SHOWN
 LAND ACQUISITION ACT 1969 APPLIES TO THIS PLAN
 ALLOTMENT 46 IS TO ISSUE IN THE NAME OF THE COMMISSIONER OF HIGHWAYS

D127093

SHEET 2 OF 2

107949_pland_1_V02_Version_4

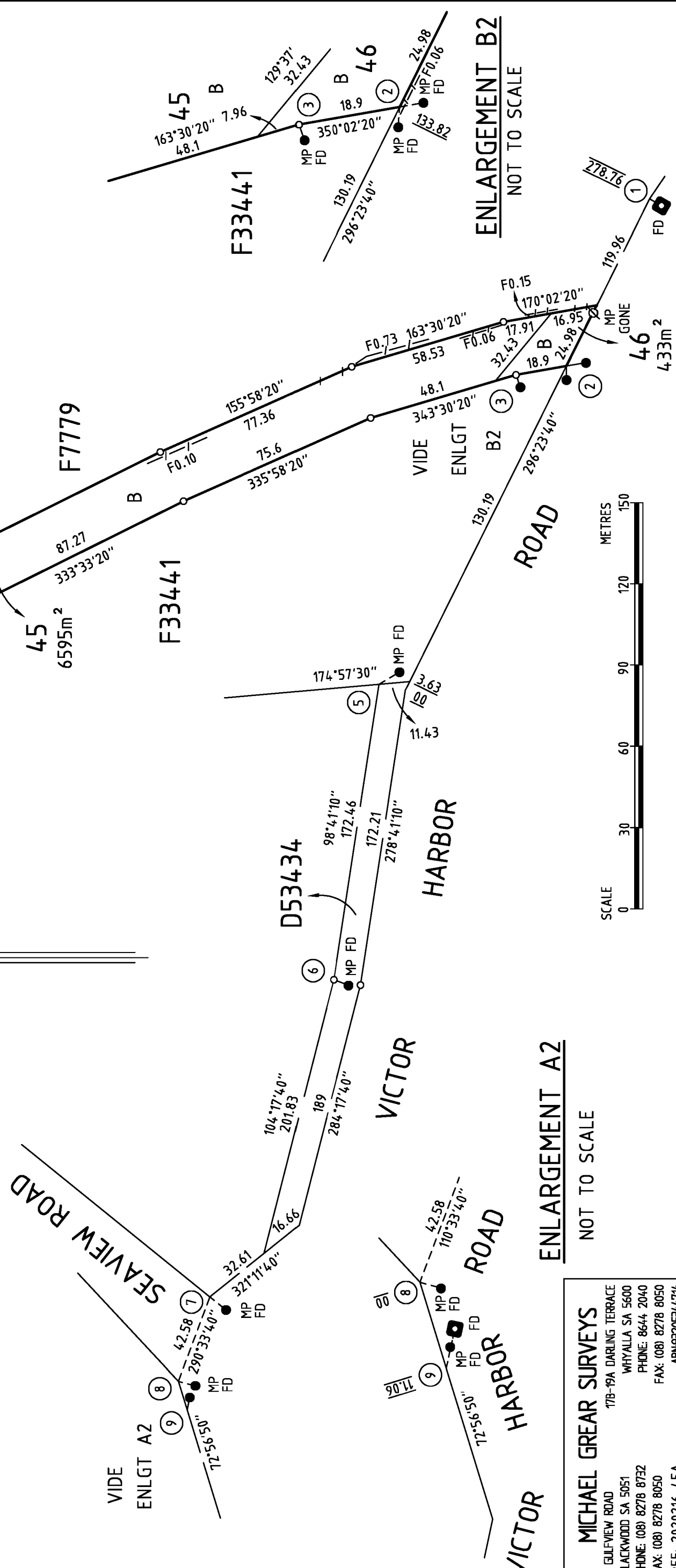
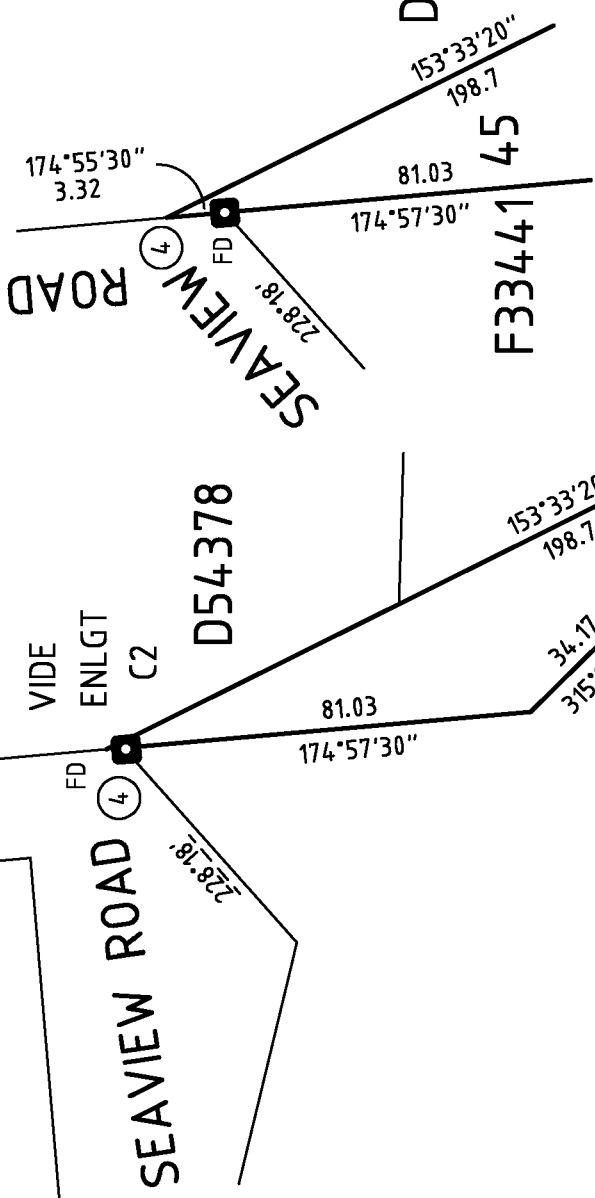
BEARING DATUM: MGA 2020 ZONE 54
DERIVATION: GNSS

TOTAL AREA:

D54378

ENLARGEMENT C2

NOT TO SCALE



| REFERENCE MARKS | | | | |
|-----------------|---------|-------|-------|------------|
| CNR | BEARING | FROM | DIST. | P.M.No. |
| 1 | 30°10' | PM FD | 1.01 | 6627/7010 |
| 2 | 350°02' | MP FD | 3.76 | |
| 2 | 114°25' | MP FD | 1.19 | |
| 3 | 70°37' | MP FD | 0.50 | |
| 4 | 354°56' | PM FD | 3.32 | 6627/7013 |
| 5 | 351°55' | MP FD | 0.96 | |
| 6 | 20°34' | MP FD | 0.88 | |
| 7 | 38°59' | MP FD | 1.01 | |
| 8 | 46°20' | MP FD | 1.02 | |
| 9 | 281°45' | MP FD | 0.52 | |
| 9 | 281°45' | PM FD | 0.99 | 6627/17918 |

MICHAEL GREAR SURVEYS

5 GULFVIEW ROAD
BLACKWOOD SA 5051
PHONE: (08) 8278 8732
FAX: (08) 8278 8050
REF: 2020216-45A

NOT TO SCALE

ENLARGEMENT A2

NOT TO SCALE



SCALE

METRES


NOT TO SCALE

ENLARGEMENT B2

NOT TO SCALE

ENLARGEMENT B2

NOT TO SCALE

| | | | |
|--|--|---|---|
| PURPOSE: DIVISION MAP REF: 6627/20/R LAST PLAN: | AREA NAME: MCLAREN VALE COUNCIL: CITY OF ONKAPARINGA DEVELOPMENT NO: |  D127029 SHEET 1 OF 2 107948_text_01_v05_Version_5 | APPROVED: 18/06/2021 DEPOSITED: 03/09/2021 |
| AGENT DETAILS: MICHAEL GREAR SURVEYS 5 GULFVIEW ROAD BLACKWOOD SA 5051 PH: 8278 8732 FAX: 8278 8050 AGENT CODE: MGS7P REFERENCE: 2020216-44B | SURVEYORS I Mark Kenneth Whitford , a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me and correctly prepared in accordance with the Survey Act 1992. 2) That the field work was completed on the 13th day of April 2021 CERTIFICATION: 18th day of June 2021 Mark Whitford Licensed Surveyor | | |
| SUBJECT TITLE DETAILS: PREFIX 5206 VOLUME 804 CT | OTHER 804 PARCEL ALLOTMENT(S) | NUMBER 20 PLAN F NUMBER HUNDRED / IA / DIVISION 33441 TOWN WILLUNGA | REFERENCE NUMBER |
| OTHER TITLES AFFECTED: | | | |
| EASEMENT DETAILS: STATUS EXISTING LAND BURDENED 43.44 | FORM LONG CATEGORY EASEMENT(S) | IDENTIFIER W PURPOSE THE MINISTER FOR INFRASTRUCTURE | IN FAVOUR OF IN FAVOUR OF CREATION VM 7533995 |
| ANNOTATIONS: NO OCCUPATION UNLESS OTHERWISE SHOWN LAND ACQUISITION ACT 1969 APPLIES TO THIS PLAN ALLOTMENT 44 IS TO ISSUE IN THE NAME OF THE COMMISSIONER OF HIGHWAYS | | | |

DESCRIPTION:

ITEM 20. FURTHER TERMS OF SALE

THE PURCHASER ACKNOWLEDGES AND AGREES:

- (A) TO BE SERVED THE FORM 1 VIA EMAIL.
- (B) THEY HAVE HAD THE OPPORTUNITY TO OBTAIN AN R3 NOTICE.
- (C) THEY HAVE ENTERED INTO THIS AGREEMENT RELYING ON THEIR OWN JUDGMENT AND PROFESSIONAL ADVICE AFTER SATISFACTORY INSPECTION AND INVESTIGATION OF THE PROPERTY; AND
- (D) NO WARRANTIES, REPRESENTATIONS OR ASSURANCES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ARE GIVEN BY THE VENDOR OR ITS AGENT AND ALL WARRANTIES, REPRESENTATIONS AND ASSURANCES ARE EXCLUDED AND NEGATED TO THE FULL EXTENT PERMISSIBLE AT LAW.

INITIALS

Initials not required if using electronic signature

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?

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

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| <p>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.</p> |
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WILLUNGA BASIN WATER COMPANY PTY LTD

A.C.N.: 081 133 619

("WBWC")

and

GRAHAM THOMAS ROWLEY

PO Box 276, MCLAREN VALE

South Australia 5171

("The Consumer")

A.B.N.: 77 691 634 984

AGREEMENT

AGREEMENT made the 7th day of OCTOBER 2010

BETWEEN:

WILLUNGA BASIN WATER COMPANY PTY LTD ACN: 081 133 619
of PO Box 53, MCLAREN VALE in South Australia (*WBWC*);

and

GRAHAM THOMAS ROWLEY ABN: 77 691 634 984
of PO Box 276, MCLAREN VALE in South Australia (*the consumer*);

AGREEMENT

1. Definitions

In this agreement, unless the contrary intention appears, the following words have the following meaning:

- 1.1 ***access year*** means the year in which the reclaimed water supply commences being the year specified in Schedule 1 of this agreement;
- 1.2 ***consumer*** means the person referred to on the front page of this agreement as the consumer;
- 1.3 ***consumer's infrastructure*** means any pumps, filtration systems, outlets, piping, sprinklers, or irrigation system used or installed by the consumer to convey reclaimed water on the land. It also includes any variations to the consumer's infrastructure;
- 1.4 ***EPA*** means the Environment Protection Authority established under the Environment Protection Act 1993;
- 1.5 ***flow rate allocation*** means the rate of flow of water allocated to the consumer and set out in Schedule 1 to this agreement;
- 1.6 ***Health Commission approval*** means the approval of the use of the treated water from South Australian Health Commission dated 24th April 1998 and includes any amendment of it;

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|---|------------------|
| RevenueSA - Stamp Duty - ABN 19 040 349 865 © | |
| RevNetID/PRA Bundle No. | 124459420 |
| Orig/Copy | 1 with 1 copies |
| Consideration/Value/Security: | \$ — |
| SA Proportion (if applicable): | \$ — |
| Int: | \$ — |
| Pen/Add Tax: | \$ — |
| Signature: | Date: 07/10/2010 |

- 1.7 ***Irrigation Management Plan*** means the document dated 30th July 1998 prepared by Hydroplan Pty Ltd entitled Willunga Basin Water Company Irrigation Management Plan and includes any amendment to it;
- 1.8 ***Maximum flow rate*** means the maximum instantaneous flow rate at which the water quota will be supplied by WBWC as set out in Schedule 1.
- 1.9 ***Maximum Hours of irrigation per day*** means the maximum hours per calendar day that the consumer is to receive reclaimed water from the WBWC pipeline system.
- 1.10 ***month*** means calendar month;
- 1.11 ***SA Water*** means South Australian Water Corporation;
- 1.12 ***term*** means the term of this agreement and includes any period of renewal of it;
- 1.13 ***the boundary access point*** means the point on the boundary of the land to which WBWC must supply reclaimed water and from which the consumer is responsible for any reclaimed water supplied by WBWC;
- 1.14 ***the land*** means the land owned by the consumer and to which reclaimed water is to be supplied under this agreement as set out in Schedule 1;
- 1.15 ***the outlet*** means the devices including a water meter constructed and installed upon the land for the purpose of delivering and measuring the water supply from the WBWC pipeline system to the consumer on the land;
- 1.16 ***the WBWC pipeline system*** means any infrastructure constructed by WBWC for the treatment and distribution of the treated water and including but not limited to the pipeline and associated pumping facilities (but not including on farm consumer infrastructure);
- 1.17 ***treated water licence*** means the licence granted by SA Water to WBWC in a deed dated 15th January 1998 and includes any amendment of it;

- 1.18 **reclaimed water** means water (including treated water, recycled water or any other water) provided by SA Water and/or the City Of Onkaparinga to WBWC under Licence or Agreement
- 1.19 **treatment plant** means the Christies Beach Waste Water Treatment Plant and/or other Waste Water Treatment Plants;
- 1.20 **water quota** means the annual amount of reclaimed water which it is to be supplied by WBWC under this agreement and specifically set out in Schedule 1 to this agreement;
- 1.21 **WBWC** means Willunga Basin Water Company Pty Ltd A.C.N. 081 133 619 and includes its employees and contractors;
- 1.22 **Willunga Basin area** means the area defined in paragraph 1.1 of the Irrigation Management Plan.

2. **Interpretation**

In this agreement, unless an alternative meaning is clearly intended:

- 2.1 the singular includes the plural and the other way around;
- 2.2 each gender includes all other genders;
- 2.3 headings do not affect the interpretation;
- 2.4 if a provision of this agreement would, but for this clause, be unenforceable:
- 2.4.1 the provision must be read down to the extent necessary to avoid that result; and
- 2.4.2 if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this agreement.

3. Background to this Agreement

- 3.1 SA Water has granted to WBWC under the treated water licence a right to use reclaimed water produced from the treatment plant.
- 3.2 WBWC has available an amount of reclaimed water which is surplus to its current requirements.
- 3.3 WBWC has built a WBWC pipeline system which enables reclaimed water to be supplied by WBWC to the consumer.
- 3.4 The consumer has requested WBWC to provide reclaimed water to the consumer from the access date upon the terms as set out in this agreement. WBWC has agreed to do so upon the terms set out in this agreement.
- 3.5 The consumer must only use the reclaimed water pursuant to the terms and conditions of approval granted by the South Australian Health Commission and the EPA for drip irrigation of agricultural and horticultural crops and for no other purpose.

4. Duration of Agreement

- 4.1 This agreement commences on the date of this agreement and continues until the 27th June 2038 unless cancelled at an earlier date as provided in this agreement.
- 4.2 There is no right of renewal of this agreement.

5. Agreement to Supply Water

WBWC agrees with the consumer that from the access year, WBWC will use its best endeavours to supply reclaimed water to the boundary access point on the land. The basis upon which WBWC supplies the reclaimed water is set out in this agreement.

6. Pricing Structure for Supply of Reclaimed Water

- 6.1 The consumer must pay the annual fees set out in Schedule 1 to cover costs for access from the outlet to the WBWC pipeline.
- 6.2 WBWC and the consumer agree that the water quota for the consumer for the land is the amount of megalitres set out in Schedule 1 at the maximum flow rate set out in Schedule 1.
- 6.3 The consumer must pay WBWC for the water quota at the initial rate as set out in Schedule 1 and as amended from time to time
- 6.4 If the consumer uses up two thirds of the water quota then the consumer pays:
- 6.4.1 for two thirds of the water quota at the rate as set out in Schedule 1 irrespective of how much has been used; and
- 6.4.2 for one third of the water quota at the default rate as set out in Schedule 1.
- 6.5 Once the consumer uses over two thirds of the water quota, then the consumer must pay:
- 6.5.1 Water Quota rate, as set out in Schedule 1, for water used; and
- 6.5.2 Default Rate, as set out in Schedule 1, for the balance of the water quota.
- 6.6 The consumer must pay WBWC for the price of reclaimed water under the water quota:
- 6.6.1 on or before the 31st July in each year for the water used between the 1st April and the 30th June;
- 6.6.2 on or before the 31st October in each year for the water used between the 1st July and the 30th September;

- 6.6.3 on or before the 31st January in each year for the water used between the 1st October and the 31st December of the previous calendar year.
- 6.6.4 on or before 30th April in each year for the water used between the 1st January and the 31st March in that year.
- 6.7 The consumer must not, without the prior written consent of WBWC, exceed the maximum flow rate or exceed the water quota.
- 6.8 If the consumer uses reclaimed water in excess of the water quota, the consumer must pay WBWC a penalty amount per kilolitre, as set out in Schedule 1, or such rate as amended by WBWC, for the amount of reclaimed water used in excess of the water quota by the consumer.
- 6.9 The amount of the excess water is calculated as at the 30th June in each year.
- 6.10 The consumer must pay for the excess water used within 14 days of receipt of the final notice from WBWC.
- 6.11 The price per kilolitre for reclaimed water may be varied by WBWC each year for the following year's supply of water as follows:
 - 6.11.1 on the 30th June 2011, 2012, 2013 and 2014 in accordance with annual movements in the Consumer Price Index All Groups (Adelaide) March Quarter index
 - 6.11.2 on the 31st March 2015 by increasing the then current price by 5.5 cents per kilolitre;
 - 6.11.3 on the 30th June 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 in accordance with annual movement in the Consumer Price Index All Groups (Adelaide) March Quarter index;
 - 6.11.4 on the 31st March 2025 by increasing the then current price by 5.5 cents per kilolitre;

- 6.11.5 on the 30th June 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037 and 2038 in accordance with annual movement in the Consumer Price Index All Groups (Adelaide) March Quarter index;
- 6.11.6 the pricing structure of clauses 6.11.1 to 6.11.5 inclusive may be increased in the event that WBWC costs exceed the specified levels in these clauses. However such variation shall not result in a profit margin higher than that achieved in other comparable water supply businesses.
- 6.12 If the Consumer Price Index All Groups (Adelaide) ceases to be published, then WBWC and the consumer agree to engage an actuary to calculate as near as possible what would have been the movement in the index. WBWC and the consumer must equally pay for the actuary's costs.
- 6.13 The consumer accepts the readings of the outlet as conclusive evidence of the quantity of excess water supplied to the consumer on the land unless the consumer supplies clear proof of error to the satisfaction of WBWC.
- 6.14 The price of any supply under this agreement which is a taxable supply under the A New Tax System (Goods and Services Tax) Act 1999 ("the Act") is increased by the rate of the Goods and Services Tax.
- 6.15 The resulting price is a GST inclusive price which is then payable by the consumer to WBWC at the same time as payment is due under this agreement for the relevant taxable supply.
- 6.16 WBWC must provide a tax invoice in accordance with the Act for each taxable supply at the same time as requesting payment for the relevant supply.

6.17 If an adjustment event (as defined in the Act) occurs then WBWC must provide the adjustment note to the consumer within 7 days of the adjustment event.

7. Interest

7.1 The consumer must pay interest on any amount outstanding to WBWC for longer than 7 days at 2% above the overdraft rate charged by WBWC's bank on overdraft accounts of \$100,000.00. This clause applies irrespective of whether or not WBWC in fact has an overdraft.

7.2 Interest is calculated from the day that the amount is due until it is paid by the consumer.

8. Basis of Supply of Treated Water

8.1 The consumer and WBWC agree that:

8.1.1 WBWC is responsible for the construction, installation, repair and maintenance of the WBWC pipeline system up to the boundary access point;

8.1.2 the consumer must obtain the prior written approval of WBWC to the existing or proposed design, construction and installation of the water outlet and the consumer's infrastructure. The consumer must comply with reasonable requests for information by WBWC about the consumer's infrastructure;

8.1.3 the consumer must repair, maintain and if necessary replace the consumer's infrastructure to a good quality standard or as otherwise reasonably directed by WBWC and otherwise to comply with any of the requirements of EPA, the Irrigation Management Plan or the Health Commission approval;

- 8.1.4 the outlet is installed at the cost of WBWC and is always owned by WBWC but the cost of repairs and maintenance of the outlet by WBWC must be paid by the consumer. WBWC must pay for the cost of replacement of the outlet occasioned through normal wear and tear. The consumer must pay for the cost of replacement of the outlet where required for any other reason;
- 8.1.5 the consumer must keep the outlet properly protected from damage and must not tamper with the outlet, the outlet flow meter or the data logger;
- 8.1.6 WBWC may enter upon the land at all reasonable times for the purpose of installing, repairing, removing or replacing the outlet and for reading the outlet;
- 8.1.7 WBWC may enter the land at all times to enable WBWC to comply with WBWC's obligations under the treated water licence, the Irrigation Management Plan and the Health Department approval;
- 8.1.8 the consumer allows WBWC to enter the land for the purposes of an emergency relating to the reticulated water system or the consumer's infrastructure;
- 8.1.9 the consumer shall not store reclaimed water without the prior written approval of WBWC and any relevant regulatory authority;
- 8.1.10 the consumer shall not cross-connect reclaimed water to any other sources of water without the prior written approval of WBWC and any relevant regulatory authority ;
should approval be granted the consumer must, on demand, deliver to WBWC a copy of any backflow prevention device inspection certificates;

- 8.1.11 the consumer must not allow the reclaimed water to discharge into streams or aquifers;
- 8.1.12 the consumer must comply with the relevant Australian Standards by painting the consumer's above ground infrastructure with the appropriate colour warning of the use of reclaimed water.
- 8.1.13 the consumer must erect identification signs at entrances and at each corner of the land painted in accordance with the relevant Australian Standard and marked "Warning Reclaimed Water - Do Not Drink!";
- 8.1.14 the consumer must have and properly maintain facilities for filter back wash management;
- 8.1.15 the consumer must abide by the reasonable direction of WBWC in the practice manual issued by WBWC. WBWC has the right to alter the practice manual to accommodate advances in technology and improved ways of supplying the water.

9. Right to Suspend Water Supply

WBWC may wholly or partially suspend, interrupt, reduce or terminate the supply of reclaimed water, and may refuse to restore that supply:

- 9.1 if the consumer is in breach of this agreement;
- 9.2 for routine maintenance of the reticulated water supply system;
- 9.3 if WBWC is required to do so by any government agency (including SA Water and the EPA) that has authority to impose such a requirement on WBWC or the consumer;
- 9.4 for emergency repairs or maintenance (including urgent corrective action to avoid mechanical or process breakdown) of the reticulated water supply system; or

9.5 if in WBWC's reasonable opinion, maintenance of that supply would:

9.5.1 expose WBWC or SA Water or any other government agency to any risk of loss or damage;

9.5.2 place WBWC in breach of a law in force in South Australia or treated water licence; or

9.5.3 give rise to a material risk of harm, loss or injury to any person or property.

10. **Warranties, Indemnities and Disclaimers**

10.1 WBWC gives no warranty that WBWC will be able to supply the water quota or any reclaimed water during the term of this agreement.

10.2 The consumer releases WBWC from any obligation to provide any of the water quota if either or both of the following things occur:

10.2.1 SA Water reduces the volume of reclaimed water available to WBWC;

10.2.2 if due to circumstances beyond the reasonable control of WBWC, WBWC does not have sufficient reclaimed water to provide all or part of the water quota to the consumer.

10.3 Under the treated water licence WBWC has an obligation to comply with all laws in force in South Australia in respect of the use of the reclaimed water including, but not limited to:

10.3.1 any licence, approval or consent obtained by SA Water under the Environment Protection Act 1993 in respect of the discharge of reclaimed water to land or water other than marine waters;

10.3.2 complying with any approval or consent required in respect of the design, construction, operation or maintenance of the WBWC infrastructure as defined in the treated water licence; and

- 10.3.3 any law, regulation or by-law dealing with the supply of the reclaimed water to the consumer.
- 10.4 Under the Treated Water Licence WBWC is under an obligation to ensure that the consumer complies with all laws in force in South Australia in respect of the consumer's use of the reclaimed water. If the consumer does not comply WBWC is obliged under the treated water licence to suspend the supply of the reclaimed water to the consumer until the consumer does comply with the relevant law.
- 10.5 The consumer agrees that to enable WBWC to comply with its obligations under the Treated Water Licence, the consumer must:
- 10.5.1 comply with any law, regulation or by-law dealing with the supply of the reclaimed water to the consumer; and
- 10.5.2 immediately allow WBWC to suspend the supply of reclaimed water to the consumer if the consumer is not complying with the relevant law;
- 10.5.3 release WBWC from any claim for any loss caused to the consumer as a result of WBWC having to suspend the supply of reclaimed water to the consumer;
- 10.5.4 comply with any request made by WBWC which is necessary for WBWC to fulfill its obligations under Clause 5.2 of the Treated Water Licence¹;
- 10.5.5 comply with any request made by WBWC which is necessary for WBWC to fulfill its obligations under Clause 5.5 of the Treated Water Licence².

¹ Clause 5.2 requires WBWC to fulfill SA Water's obligation to obtain EPA approval for and implement any irrigation management plan or contingency plan in relation to the discharge of reclaimed water to land or non marine waters.

² Clause 5.5 relates to monitoring obligations placed on WBWC by SA Water.

10.6 The consumer acknowledges that WBWC has certain obligations under the Treated Water Licence to allow SA Water to monitor the performance of WBWC under the treated water licence and to allow EPA to monitor the operation of the Irrigation Management Plan. To assist WBWC in complying with its obligation under the Treated Water Licence and the Irrigation Management Plan, the consumer agrees to do anything reasonably necessary that will assist WBWC to comply with the Treated Water Licence and the Irrigation Management Plan. Without limiting the generality of this obligation, the consumer must allow WBWC and SA Water at any time to:

10.6.1 inspect the consumer's infrastructure and outlet upon the consumer's land; and

10.6.2 take water samples from water contained in the consumer's infrastructure;

10.6.3 test the soil which has been irrigated by the use of the reclaimed water.

10.7 Although every care will be taken by WBWC and SA Water, the consumer releases WBWC and SA Water from any damage caused by WBWC or SA Water or both of them in performing the tasks specified in clause 10.6.

10.8 The consumer acknowledges that under the Treated Water Licence, SA Water may wholly or partly suspend the supply of reclaimed water, and may refuse to restore that supply to WBWC:

10.8.1 if WBWC is in breach of the Treated Water Licence;

10.8.2 for routine maintenance of SA Water infrastructure;

10.8.3 if SA Water is required to do so by any government agency that has authority to issue such requirements to SA Water;

- 10.8.4 for emergency repairs or maintenance (including urgent corrective action to avoid mechanical or process breakdowns); or
- 10.8.5 if in SA Water's reasonable opinion, maintenance of that supply would:
- (a) expose SA Water or any other government agency to the risk of loss or damage;
 - (b) place SA Water in breach of a law in force in South Australia; or give rise to a material risk of harm, loss or injury to any person or property.
- 10.9 The consumer agrees that if SA Water suspends the supply of reclaimed water to WBWC for any one or more of the above reasons, then WBWC may cease supply of reclaimed water to the consumer immediately and is under no obligation to restore that supply until SA Water restores the supply of reclaimed water to WBWC sufficient to enable WBWC to supply the consumer.
- 10.10 The consumer releases WBWC and SA Water from any claim that the consumer may have against either or both of them for any loss suffered by the consumer as a result of WBWC being unable to continue to supply reclaimed water to the consumer.
- 10.11 The consumer acknowledges that SA Water and WBWC have certain rights set out in the Treated Water Licence for the cancellation of the Treated Water Licence. If, as a result of the cancellation of the Treated Water Licence, WBWC can no longer supply reclaimed water to the consumer, then WBWC may by written notice immediately cancel this agreement.

- 10.12 The consumer acknowledges and agrees that WBWC:
- 10.12.1 has not made any representation or warranty to the consumer as to the fitness of the reclaimed water for any particular purpose;
 - 10.12.2 has not made any representation or warranty to the consumer as to the quality of the reclaimed water;
 - 10.12.3 is under no obligation to supply water to the consumer from any source other than reclaimed water from the water treatment plant;
 - 10.12.4 has not made any representation or warranty as to the water pressure of the supply of the reclaimed water;
 - 10.12.5 may supply reclaimed water which has an intermittent supply.
- 10.13 The consumer agrees that the consumer uses the reclaimed water at the consumer's own risk.
- 10.14 The consumer acknowledges and agrees that:
- 10.14.1 the Health Commission approval only allows drip irrigation and not aerial (sprinkler) irrigation;
 - 10.14.2 any person operating the consumer's irrigation system and consumer's infrastructure must:
 - (a) wash their hands with soap before eating, drinking or smoking and at the end of a working day;
 - (b) not eat, drink or smoke whilst working with reclaimed water;
 - (c) use suitable protective equipment for the task undertaken using reclaimed water;
 - (d) not drink reclaimed water;
 - (e) avoid high exposure to and inhalation of spray from reclaimed water;
 - (f) avoid unprotected contact with the reclaimed water.

- 10.15 The consumer releases WBWC from any claim which the consumer might otherwise have against WBWC for any losses as a result of using the reclaimed water in breach of clause 10.14.
- 10.16 The consumer releases WBWC from any claim that the consumer may have for any loss in relation to the quality or the use or the pressure or reliability of supply of the reclaimed water.
- 10.17. The consumer indemnifies WBWC against any loss and legal costs and disbursements incurred by WBWC arising as a result of:
- 10.17.1. failure by the consumer to comply with this agreement;
 - 10.17.2. failure by the consumer to comply with the releases set out in this agreement;
 - 10.17.3. any breach of law by the consumer;
 - 10.17.4. any claim by any person relating to any exposure to or use of the reclaimed water by the consumer.
- 10.18. Any releases and indemnities given by the consumer survive the end or cancellation of this agreement and the term of the treated water licence.

11. **Transfer**

- 11.1. WBWC may transfer its rights under this agreement without the prior written consent of the consumer.
- 11.2. The consumer may transfer the consumer's rights and obligations under this agreement with the prior written consent of WBWC.
- 11.3. WBWC must not unreasonably withhold its consent.
- 11.4. If consent is granted, the consumer must pay the reasonable administration costs of WBWC relating to the transfer of the agreement.

12. Guarantee

12.1. On demand, the consumer must deliver to WBWC:

12.1.1. a bank guarantee for the amounts to be paid in years 2 to 6 set out in Items 7.2 to 7.6 of the Schedule

12.2. The bank guarantee is to be in a form which is acceptable to the solicitors for WBWC.

12.3. The consumer must pay for the costs of provision of the bank guarantee.

13. Insurance

13.1. The consumer must at the consumer's expense have the following policies of insurance:

13.1.1. public liability insurance for a minimum of \$10 million or such other larger amount as WBWC may specify;

13.1.2. insurance against damage to the consumer's infrastructure by fire, storm, earthquake and similar risks;

13.1.3. workers' compensation insurance in respect of any workers employed on the land by the consumer.

13.2. The consumer must in respect of each policy of insurance:

13.2.1. on demand deliver to WBWC the policy of such insurance; and

13.2.2. on demand produce to WBWC the certificate of currency of such insurance.

13.3. The consumer must not do anything which may cause any of those insurance policies to become ineffective or cause the respective premiums to be increased.

13.4. If the consumer does not take out and maintain insurance in accordance with this clause, WBWC may (but is not obliged to) pay the premium for that insurance.

The consumer must, on demand, reimburse WBWC for the premium payable on that insurance.

- 13.5. The consumer must in respect of the public liability insurance:
- 13.5.1. ensure that the interest of WBWC is noted on the insurance policy so that the policy provides indemnity to WBWC; and
 - 13.5.2. the policy provides for the payment of the insured amount for any one event and not for the aggregate of claims under the policy.

14. Dispute Resolution

- 14.1. If a dispute arises under this agreement the following procedure must be followed:
- 14.1.1. if WBWC and the consumer are unable to resolve the dispute within 28 days, they must promptly refer the dispute:
 - 14.1.1.1. in the case of WBWC, to the chairperson of WBWC; and
 - 14.1.1.2. in the case of the consumer to the managing director of the consumer or the senior partner of the consumer.
- 14.2. The persons referred to in the previous sub-clause must meet to resolve the dispute and must be sufficiently authorised to resolve the dispute without detailed reference to any other person.
- 14.3. If those persons cannot resolve the dispute within 28 days of its reference to them, either party may, by notice refer the dispute to arbitration.
- 14.4. If the parties are unable to agree on the identity of an arbitrator within 14 days of the reference of a dispute to arbitration, the parties must request the president at the time being of the Institute of Arbitrators to appoint an arbitrator.
- 14.5. Subject to this agreement, dispute resolution (including by arbitration) must be undertaken in accordance with the following criteria:
- 14.5.1. for a dispute in respect of price, taking into consideration:
 - 14.5.1.1. the terms upon which the reclaimed water has previously been provided under this agreement;

- 14.5.1.2. the market value of the reclaimed water having regard to the price and availability of similar water provided for similar uses;
- 14.5.1.3. the alternative means available to WBWC for the disposal of the reclaimed water and the comparative costs and benefits to WBWC of those means;
- 14.5.1.4. any other matter relevant to the circumstances of the particular application;
- 14.5.2. for a dispute in respect of the volume of reclaimed water required by the consumer, taking into consideration:
 - 14.5.2.1. the volume of reclaimed water actually used to date by the consumer compared with the amount available;
 - 14.5.2.2. the protection of the consumer's present and reasonable future requirements;
 - 14.5.2.3. the obligations of either party under any law regulating trade practices or competition; and
 - 14.5.2.4. the availability of reclaimed water to WBWC from SA Water under the treated water licence agreement;
 - 14.5.2.5. and any other matter relevant to the circumstances of a particular application.
- 14.6. WBWC and the consumer must each pay half of the costs of any arbitration unless the arbitrator determines otherwise.
- 14.7. A party is not required to engage in dispute resolution in accordance with this clause in a case of genuine urgency requiring immediate relief or remedy.

15. Cancellation

- 15.1. WBWC may cancel this agreement immediately by written notice to the consumer if:
- 15.1.1. the consumer enters into any form of insolvency administration;
 - 15.1.2. WBWC has given the consumer a written notice of a breach of the consumer's obligations under this agreement and the consumer has not rectified the breach within 14 days of that notice being given;
 - 15.1.3. any amount due by the consumer to WBWC is at least 14 days in arrears;
 - 15.1.4. the Treated Water Licence has been cancelled by WBWC or SA Water or both;
 - 15.1.5. WBWC is for any reason unable to supply treated water to the consumer in accordance with the terms of this agreement;
 - 15.1.6. the consumer commits a breach of this agreement which cannot be rectified.
- 15.2. The consumer may cancel this agreement by a written notice to WBWC:
- 15.2.1. if the consumer has given a written notice to WBWC of a breach of WBWC's obligations under this agreement and WBWC has not rectified that breach within 14 days of that notice being given;
 - 15.2.2. if WBWC commits a breach of this agreement that cannot be rectified.

16. Consequences of Cancellation of Agreement

- 16.1. If this agreement is cancelled then:
- 16.1.1. WBWC may enter upon the land and remove the outlet and seal the entry pipe from the WBWC pipeline system;
 - 16.1.2. WBWC must read the outlet and send a final account to the consumer for excess water (if any) which must be paid in accordance with the terms of this agreement;

16.1.3. the rights and remedies of both WBWC and the consumer for any breach of this agreement prior to the cancellation of this agreement survive the cancellation of this agreement.

17. General Clauses

17.1. A notice required under this agreement must be in writing and may be given or made by:

17.1.1. leaving the notice at the address of the relevant party stated in this agreement;

17.1.2. leaving the notice at the last known place of residence or business of the recipient of the notice;

17.1.3. posting the notice in a prepaid envelope to the recipient at the address of the recipient given in this agreement. Any notice served by post is deemed to have been served at noon on the second business day after the day in which the envelope containing the notice was posted;

17.1.4. by sending the notice by facsimile transmission to a facsimile number for the recipient. In this case the notice is deemed to have been received upon the receipt by the sender of the message on the sender's facsimile machine confirming that the facsimile transmission has been completed; or

17.1.5. by electronic mail to the electronic mail address of the recipient. In this case the notice is deemed to have been received upon receipt by the sender of the message on the sender's computer confirming that the electronic mail transmission has been completed.

17.2. Where there is more than one person constituting the party to whom the notice is to be given or made, service on one of them is sufficient service on all of them.

17.3. Any such method of service is valid even if:

17.3.1. the person intended to receive the notice is dead or bankrupt; or

17.3.2. if the person receiving the demand is a corporation, that corporation is in liquidation, provisional liquidation, receivership, voluntary administration or in the process of such a step.

17.4. Either party may notify the other party by written notice of a change of address at which notices may be served upon the other party.

17.5. This agreement may only be varied by written agreement of both WBWC and the consumer expressed to vary the terms of this agreement.

17.6. A waiver of any provision of this agreement must be in writing. The failure of WBWC or the consumer or a delay of the exercise of a power or right by either of them does not operate as a waiver of that power or right.

17.7. The exercise of a power or right does not preclude if future exercise or the exercise of any other power or right.

17.8. This agreement must be construed in accordance with the laws applicable in South Australia.

17.9. WBWC and the consumer submit to the non exclusive jurisdiction of the courts exercising jurisdiction within South Australia.

18. Costs

18.1. The consumer must pay for the costs of preparation of this agreement.

EXECUTED as an Agreement.

THE COMMON SEAL of)
WILLUNGA BASIN WATER)
COMPANY PTY LTD was placed on this)
agreement in the presence of:



.....
Director

.....
Director/Secretary

SIGNED by:)
)

x
Graham Thomas Rowley

.....
Signature of Witness (independent)

.....
Name of Witness

8386 1050
.....
Contact Phone Number

SCHEDULE 1

1. Access Year (Clause 1.1)

2010

2. Water Quota (Clause 1.20, Clause 6.2)

5 megalitres

3. Flow Rate Allocation (Clause 1.5)

2.38 kilolitres per hour

4. Maximum Flow Rate (Clause 1.8)

The reclaimed water quota must not be drawn at a rate which exceeds 2.38 kilolitres per hour on an instantaneous basis.

5. Maximum hours of irrigation per day (Clause 1.9)

18 hours

6. The Land (Clause 1.14)

Description:

Barytes Road, McLaren Vale in South Australia
Lots 20 & 21, Section of 103, Hundred of Willunga
Certificate of Title: Volume 5206 Folio 804 & 805

7. Annual Access Fees (Clause 6.1)

On the signing of this agreement, \$1100.00 per megalitre of water quota, followed by five (5) annual instalment payments of \$1100.00 per megalitre payable on or before the 31st of July of each year commencing as from: 31st July, 2011.

8. Rates

8.1 Water Quota Rate (Clause 6.3, Clause 6.4.1, Clause 6.5.1)

\$0.75 per kilolitre

8.2 Default Rate (Clause 6.4.2, Clause 6.5.2)

\$0.25 per kilolitre

8.3 Penalty Rate (Clause 6.8)

\$2.00 per kilolitre