

Vendor:

Purchaser:

Special Conditions

Dated: [Redacted]

between: (vendor)

and: (purchaser)

Amendments to Printed Form of Contract for Sale and Purchase of Land 2018:

32) Clauses 1-29 inclusive of this contract are amended as follows:-

- a) Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- b) Clause 8.1.1 [Redacted]
- c) Clause 8.1.2 Delete the words "and those grounds".
- d) Clause 10.1 [Redacted] first line.
- e) Clause 10.1.1 Insert the words "state of repair or absence" before the words "of any fence".
- f) Clause 10.1.2 [Redacted] water, sewerage or drainage authority".
- g) Clause 11.2 [Redacted] then".
- h) Clause 16.5 Delete "plus another 20% of that fee".
- i) Clause 16.8 Delete.
- j) Clause 23.2.6 [Redacted]
- k) Clause 24.3.3 Delete.

Additional clauses forming part of this contract: SPECIAL CONDITIONS

33) Condition of Property

The Purchaser acknowledges that they are purchasing the property:

- a. in its present condition and state of repair;

- c. subject to any infestations and dilapidation;

The Purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this Clause.

34) Death Liquidation etc

[Redacted]

Vendor:

Purchaser:

Special Conditions

35) Estate Agent

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any

[Redacted text block]

36) No Representations

The purchaser acknowledges that in entering into this contract he has not relied upon any

[Redacted text block]

37) Notice to Complete

In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete requiring the other

[Redacted text block]

38) Interest

a) Without prejudice to the vendor's rights under this contract, should the purchaser not complete on the date for completion specified herein by reason of the purchaser's default,

[Redacted text block]

39) Late Completion

a) It is an essential term of this contract that, if completion does not take place by 4.00pm on the completion date then despite any other provision of this contract, the date on which the calculation of adjustments for rates, taxes and outgoings (but not rents or other income)

Vendor:

Purchaser:

Special Conditions

between the parties is to be based is the earlier of the completion date or the date on which completion actually takes place.

40) Discharge of Encumbrances

The purchaser acknowledges that if there is now, or prior to completion, there shall be lodged or registered any mortgage, encumbrance, lease or caveat to which the purchaser's assurance is

[Redacted text block]

41) Swimming Pools

a) If a swimming pool forms part of the property the vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act, 1992 (in this clause the "Act") and the Regulations prescribed under the Act.

b) [Redacted text block]

42) Finance

a) The purchaser expressly warrants to the vendor that it either holds a current loan approval [Redacted text block]

b) The purchaser acknowledges that the vendor relies upon this warranty in entering into this [Redacted text block]

c) The purchaser further acknowledges that it shall remain liable to the vendor for all damages [Redacted text block]

43) Interpretation

a) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.

b) These further conditions must be read subject to any rights granted to the purchaser under [Redacted text block]

c) Each clause and sub-clause of these conditions of this contract are severable from each [Redacted text block]

Vendor:

Purchaser:

Special Conditions

- d) The words "includes or including" in any form are not to be taken as a limitation. This contract represents the entire agreement between the vendor and the purchaser.

[Redacted]

44) Deposit

The definition of deposit holder in clause 1 does not apply.

In this contract deposit holder means the vendor's solicitor.

[Redacted]

45) Residential Tenancy Agreement

The purchaser acknowledges that prior to the date of contract they have inspected the Residential

[Redacted]

46) Non-Merger

Rights under this contract which can apply after completion continue to apply after completion.

47) Deposit Bond

- a) The word *Bond* means the Deposit Bond issued to the vendor at the request of the purchaser by the bond provider.

[Redacted]

- c) The purchaser must pay the amount stipulated in the Bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

- d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit

[Redacted]

48) Amendments to Contract for Sale

- a) Each party authorises his or her Solicitor named on the front page of this Contract or any employee of that Solicitor:
 - i) up until and after the date of this Contract (notwithstanding that the party has executed the Contract), to make alterations/amendments to this Contract including, without

Vendor:

Purchaser:

Special Conditions

[Redacted]

- ii) to negotiate and enter into binding variations to the terms and conditions of this Contract by way of exchange of letters;
- b) and any such alterations/amendments/variations shall be binding upon any party deemed

[Redacted]

51. Deposit

51.1. Notwithstanding the provisions of any other condition herein, the deposit payable hereunder is ten per centum (10%) of the purchase price. In the event that the parties agree on payment of the

(b) Five (5%) per centum on the earlier of completion or 3 business days after this contract calls for completion

51.2. The parties agree that this is an essential condition of this contract.

51.3. If the

- (a) the parties authorise the Stakeholder to invest the deposit in an interest-bearing term deposit or other interest-bearing account and the interest earned thereupon shall be:
 - (i) payable to the Vendor on completion; or
 - (ii) [Redacted]
 - (iii) to the Purchaser, if the Purchaser is entitled to terminate this contract.

[Redacted]

fail to comply with the provision hereof.

51.4. In the event that a deposit less than 10% is paid any interest earned on the deposit if invested shall be for the vendor alone.

49) Foreign Investment Review Board

In the event the Foreign Acquisitions and Takeovers Act 1975 applies to the Purchaser and to this

[Redacted]

50) Director's Guarantee

This clause applies if the purchaser is a corporation but does not apply to a corporation listed on [Redacted]



- a) The word guarantor means two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary.
- b) If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

Vendor:




Purchaser:

Special Conditions



- i) payment of all money payable by the purchaser under this contract; and
- ii) the performance of all of the purchaser's other obligations under this contract.
- d) The guarantor:
 - i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or 

 - ii) must pay on demand any money due to the vendor under this indemnity.



- The 
- ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- f) The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
 - i) If the vendor assigns or transfers the benefit of this contract, the transferee receives the 
 - ii) The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - iii) the granting of any time, waiver, covenant not to sue or other indulgence;
 - iv) the release or discharge of any person;
 - v) an arrangement, composition or compromise entered into by the vendor, the purchaser, 
 - vi) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - vii) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - viii) the winding up of the purchaser.
 - g) This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
 - h) This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by
in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

Vendor:

Purchaser:

Special Conditions

SIGNED SEALED & DELIVERED by
in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

Conditions of sale by auction

PROPERTY, STOCK AND BUSINESS AGENTS REGULATION 2014 - REG 15

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction

[REDACTED]

(b) A bid for the vendor cannot be made unless the auctioneer has, before the

[REDACTED]
[REDACTED]

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

[REDACTED]

(f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

[REDACTED]

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for

[REDACTED]
[REDACTED]

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

[REDACTED]

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

Vendor:

Purchaser:

Special Conditions

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to

[Redacted]

(d) Before the commencement of the auction, the auctioneer must announce the bidder

[Redacted]

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or

[Redacted]

(a) if that amount can reasonably be determined immediately after the fall of the hammer-- before the close of the next business day following the auction, or

[Redacted]

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.