

40 CONFIDENTIAL REPORTS

**40.1 REPORT TITLE: CONFIDENTIAL REPORT: OPPORTUNITY FOR
PROPERTY PURCHASE
DATE OF MEETING: 7 NOVEMBER 2011
FILE NUMBER: 210419**

Moved Councillor Irvine that Council:

1. Pursuant to Section 90(3)(b)

Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except the Chief Executive Officer, General Manager Infrastructure & Projects, General Manager Council Services, General Manager Corporate Services, Manager Customer Services and the Minute Secretary be excluded from attendance at the meeting for Agenda Item 16.1, "Opportunity For Property Purchase."

The Council is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information the disclosure of which could reasonably be expected to prejudice the commercial position of the Council and/or the potential vendor in that the information to be considered includes commercial costings and other financial information, the disclosure of which could prejudice the Council's commercial position during negotiations.

In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of Council's commercial position may severely prejudice Council's ability to be able to negotiate a cost-effective proposal for the benefit of the Council and the community in this matter and in relation to other potential contract negotiations.

Seconded Councillor Bettcher and CARRIED

Moved Councillor Gamble

2. That Council authorise the Chief Executive Officer to execute the contract for the purchase of the former Lutheran School Allotment 22 Deposited Plan 81958 in the area named Hahndorf Hundred of Onkaparinga for a price of \$643,500 noting that the GST component \$58,500 will be claimed back.
3. Pursuant to Section 193(4)(a) of the Local Government Act 1999, if the property, Lot 22 in DP 81958 contained within Certificate of Title Volume

6053 Folio 872, is purchased by Council that, upon the property being vested in Council it not be classified as community land.

4. Section 91(7) Order

That having considered Agenda Item 16.1 "Opportunity for Property Purchase" in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Council pursuant to Section 91(7) of the Act orders that the council report and all minutes remain confidential until settlement has occurred or 3 months have elapsed, whichever occurs soonest.

19/12/11 – Released due to settlement having occurred.

9.04pm Cr Gamble rose and left the Chamber

9.06pm Cr Gamble entered the Chamber and took his chair

Seconded Councillor Bettcher and CARRIED

MEETING DECLARED CLOSED AT 9.10PM

MAYOR

DATE

16. CONFIDENTIAL REPORTS**16.1. REPORT TITLE: CONFIDENTIAL REPORT: OPPORTUNITY FOR PROPERTY PURCHASE****DATE OF MEETING: 7 NOVEMBER 2011****FILE NUMBER: 210419****Strategic Plan Ref:**

Goal One People, Communities and Culture

1.1, 1.2 1.5 1.7. – Strengthen identity and culture through celebrations, festivals, events, support arts and culture

Goal Area 4 Infrastructure and Human Settlements

Purpose:

For Council to consider the offer and merits of purchasing the "Old Lutheran School" building and land owned by St Michael's Church at 64 Mount Barker Road, Hahndorf.

Summary – Key Issues:

1. The former Lutheran Church adjacent the Academy at Hahndorf has been placed on the open market for sale by the Board of St Michael's Lutheran Church.
2. Clarification of need and purpose for purchase of the asset has subsequently been researched by Council staff.
3. An offer has now been formally placed with the agent and a contract supported by St Michael's Board with a set price of \$585,000 net of GST subject to Council's endorsement at this meeting.

Recommendation:

That Council:

1 Pursuant to Section 90(3)(b)

Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except the Chief Executive Officer, General Manager Infrastructure & Projects, General Manager Council Services, General Manager Corporate Services and the Minute Secretary be excluded from attendance at the meeting for Agenda Item 16.1, "Opportunity For Property Purchase."

The Council is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information the disclosure of which could reasonably be expected to prejudice the commercial position of the Council and/or the potential vendor in that the information to be considered includes commercial costings and other financial

information, the disclosure of which could prejudice the Council's commercial position during negotiations.

In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of Council's commercial position may severely prejudice Council's ability to be able to negotiate a cost-effective proposal for the benefit of the Council and the community in this matter and in relation to other potential contract negotiations.

2. That Council authorise the Chief Executive Officer to execute the contract for the purchase of the former Lutheran School Allotment 22 Deposited Plan 81958 in the area named Hahndorf Hundred of Onkaparinga for a price of \$643,500 noting that the GST component \$58,500 will be claimed back.
3. Pursuant to Section 193(4)(a) of the Local Government Act 1999, if the property, Lot 22 in DP 81958 contained within Certificate of Title Volume 6053 Folio 872, is purchased by Council that, upon the property being vested in Council it not be classified as community land.
4. Section 91(7) Order
That having considered Agenda Item 16.1 "Opportunity for Property Purchase" in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Council pursuant to Section 91(7) of the Act orders that the council report and all minutes remain confidential until settlement has occurred or 3 months have elapsed, whichever occurs soonest.

Background:

1. St Michael's Board approached Council informally in 2010, offering first option to Council for purchase of the property located at 64 Main Road, Hahndorf – refer **Attachment 1**. A location map is provided in **Attachment 8**. At the time Council had already commenced the Hahndorf Academy upgrade project, including the relocation of the Visitor Information Centre into the Academy building.
2. Recently St Michael's Board were advised that this opportunity to purchase would be put to Council at its meeting November 7. At that time this was acceptable to the Board. However, since then Council staff were advised on 25 October the Board were placing the property

on the open market. Consequently the Council's Chief Executive Officer emailed Elected Members of actions proposed. Refer **Attachment 4**.

3. Council staff commissioned on 25 August 2011 an independent commercial valuation which valued the property at \$550,000 – refer **Attachment 2**.
4. The CEO submitted an offer to the agent (First National Commercial - Pope-Nitschke) on Friday 28 October – refer **Attachment 3**, subject to Council's endorsement at this meeting.

Discussion:

5. There have been informal discussions regarding the use of the building and space between Council Services and Asset Management and Infrastructure staff.
6. The draft Community Land Management plan for the Hahndorf Academy precinct encourages the use and promotion of this area as a cultural, art and community space. The St Michael's property adjoins the Hahndorf Academy land and lends itself to complementary commercial use.
7. A report considered by council at its meeting 6 April 2010 'Hahndorf Academy Update' included as an attachment the independent report 'Hahndorf – Meeting the Twin Challenges' by Peter Hissock and Bev Hocking. This report has been attached, refer **Attachment 6**. Note this item first identified to Council the merits of acquiring the former Lutheran School, refer Section 5.2.2 in particular.
8. The shed at the rear of the property would provide additional storage space for a number of uses/users, including field services equipment when working in the area.
9. In addition the property could offer 8 additional parking spaces (this would need to be formally assessed and confirmed) as well as valuable additional vehicle access to the Hahndorf Academy building, thus enhancing commercial outcomes and community access..
10. Rental income for this property is independently assessed to return \$23-\$25k per annum net of outgoings. Additional expert verbal opinions support this rental estimate. Improvements to the property would enhance the rent return.
11. Council has a significant investment in this precinct and commitment to the Hahndorf Academy and the Visitor Information Centre.
12. The CEO's offer price at valuation of \$550K was considered by St Michael's Board and their agent was instructed to present a contract to Council with a price of \$585K. The contract is attached for Council's determination – refer **Attachment 7**.

13. It is believed another higher offer was considered however the contract price and offer to Council respects St Michael's Board's desire to have Council purchase the property at an acceptable price.
14. A commercial retail tenancy for about \$25K net of outgoings is a realistic option and this would offer a return to Council of about 4.25%. The letting of this property would partly cover Council's investment and provide time to consider improvement plans and concepts, and prepare grant applications.

Policy:

NA

Budget:

Not budgeted for in capital budget for 2011/12 however interest costs could be significantly covered if the property is let out.

Statutory/Legal:

Nil

Staff Resource Requirements:

The purchase would require coordination and management from several areas of Council and ultimately a likely lease agreement to be managed by the Contracts Manager.

Environmental:

Nil

Social:

Purchasing the property would contribute to social and community arts/culture outcomes for the District.

Risk Assessment:

Building inspection and other necessary risk assessments would need to be conducted prior to purchase.

Asset Management:

If purchased the asset would be managed as part of Council's asset management framework and system. Rental returns would contribute to borrowing expenses. Borrowing expenses for \$585,000 are approximately \$35,000 per annum.

Conclusion:

Council to endorse or otherwise the offer to purchase the "Old Lutheran School" building and land owned by St Michael's Church at 64 Mount Barker Road, Hahndorf at a price of \$585,000.

Key Contact

Natalie Rowland, Manager, Customer Services:

Manager or Sponsor of Project

Greg Parker, General Manager, Council Services

Attachments

1. Letter from St Michael's – 11/094777
2. Commercial Valuation – 11/118298
3. Acknowledgment of offer – 11/134158
4. Email from CEO to Elected Members – 11/135875
5. Floor Plan – 11/135953
6. 'Hahndorf – Meeting the Twin Challenges' by Hiscock/Hocking – 10/04042
7. Commercial Contract received Monday 31 October for Council determination – 11/135876
8. Location Plan – 11/135969

CONFIDENTIAL

Item 16.1 - Confidential Attachment 1



St Michael's
Lutheran Church

SCANNED
8/8/11

St Michael's Lutheran Church Inc.
Balthannah Road, Hahndorf
PO Box 376 Hahndorf, SA 5245
A.B.N 62 078 892 570
t: (08) 8388 1225
f: (08) 8388 1795
e: church.office@stmichaels.com.au
w: www.stmichaels.com.au

DC Mt Barker
File No. 210419
Rec - 8 AUG 2011
Doc. No. _____

2nd August 2011

Mr Greg Parker
District Council of Mt Barker
PO Box 54
MT BARKER SA 5251

St Michael's Lutheran Church
c/o Wayne Altmann
PO Box 376
HAHNDORF SA 5245
Mob: 0427 166 330

PCL: 302

Dear Greg,

Sorry about the delayed response but there has been some questioning within our congregation in regards to the sale of the property at 64 Mt Barker Road, Hahndorf which needed to be addressed. We did at a recent meeting discuss the issue of selling that property and after conferring with various people including local Real Estate agents, the decision of that meeting was to offer that property to the District Council of Mt Barker for the price of \$850,000.

Do not hesitate to contact me if you have any questions that you need answered.

Yours truly


Wayne Altmann
Chairman
St Michael's Lutheran Church, Hahndorf

Rev. Stephen Schultz
Pastor

t: (08) 8388 1225
f: (08) 8388 1795
h: (08) 8388 7025
e: stephen.schultz@lca.org.au

Growing in Jesus and sharing in his love

Item 16.1 - Confidential Attachment 2

SCANNED
19/09/11

DC Mt Barker
File No: 142182
19 SEP 2011
Doc No: 11

egan **EGAN NATIONAL VALUERS (SA)**

Level 6, 76 Waymouth Street, Adelaide

PO Box 8258, Station Arcade, Adelaide SA 5000

t 08 8212 1755 / 08 8231 0286

w www.eganvaluers.com.au

Adelaide - Brisbane - Canberra - Melbourne

Perth - Sydney - Auckland

16 September 2011

Mr D Morton
Manager Projects
District Council of Mount Barker
PO Box 54
Mount Barker SA 5245

Dear Mr Morton


RE: VALUATION REPORT
64 MOUNT BARKER ROAD, HAHNDORF SA 5245

I thank you for your recent instructions to undertake a valuation of the abovementioned property.

Accordingly, please find enclosed my Valuation Report, together with an account for this service.

If I can be of any further assistance in relation to this or any other valuation matters, please do not hesitate to contact me.

Yours sincerely
EGAN NATIONAL VALUERS (SA)


Stan Pamula
Senior Valuer

Tax Invoice given
to Accounts 19/9.

**egan** **EGAN NATIONAL VALUERS (SA)**

Level 6, 76 Waymouth Street, Adelaide

PO Box 8258, Station Arcade, Adelaide SA 5000

t 08 8212 1755 / 08 8231 0286

w www.eganvaluers.com.au

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Perth • Sydney • Adelaide

VALUATION REPORT**64 MOUNT BARKER ROAD****HAHNDORF SA 5245**

*(available upon
request - not provided
on web due to size
limits)*

Item 16.1 - Confidential Attachment 3

**firstnational**
COMMERCIAL | Pope Nitschke**Address**
29 Gawler Street
Mount Barker SA
5251**Contact**
T (08) 8391 5004
F (08) 8391 2886
E mail@popenitschke.com.au
W www.popenitschke.com.au

Attn: Nigel Grivell and Harry Sanders

Fax: 8391 2886

nigel.grivell@popenitschke.com.au or harry.sanders@popenitschke.com.au**ACKNOWLEDGEMENT**We DISTRICT COUNCIL MOUNT BARKERhereby acknowledge that our offer of \$ 550,000

is the highest and best offer we are prepared to make for the property known as

64 Main Street, Hahndorf SA 5245Our conditions for purchasing are Offer is subject to
Council endorsement 7th November 2011Proposed Settlement Date Monday 12th December 2011

We acknowledge that we have been advised by the Agent that there are other offers being made of the property and that it is entirely the Vendors decision as to which offer they will accept.

Should our offer not be accepted we will not hold the Agent responsible for not securing the property on our behalf.

SIGNED AND DATED THIS 28th DAY OF October 2011

SIGNED:

(PURCHASER)

CEO DISTRICT COUNCIL
MOUNT BARKER

(PURCHASER)

Item 16.1 - Confidential Attachment 4

Sue Miller

From: Andrew Stuart
Sent: Tuesday, 25 October 2011 9:47 PM
To: Councillors
Cc: CGG
Subject: Confidential

Importance: High
Sensitivity: Confidential

Members this email is to alert you .

Today - late afternoon I received the following advice that a property Council has a potential interest in - is to be released to the open market tomorrow (Wednesday –see Courier Pope Nitschke Nigel Grivell agent) for expressions of interest/bids

This news was unexpected .

The property in question is the old Lutheran school adjacent the Academy at Hahndorf . Council has previously received advice (about 1 to 2 years ago of the merits of consolidating the two sites as a hub of cultural significance with (enhanced) potential to attract Federal grant funds and to attract some sympathetic commercial uses to offset costs .

However given the news today to offer the property on the open market tomorrow by seeking expressions of interest I advise that I intend to lodge an expression of interest on behalf of Council and a bid BUT the offer be SUBJECT to Council ratification at Councils meeting Nov 7th .

Please accept this early advice as a necessity due to the events of today – also I think the proposition of consolidating the heritage cultural presence at Hahndorf at this site is in step with the development of the District and that Council would want an opportunity to purchase the site rather than risk the missing the boat .

Details will be spelt out in a report to c

Council 7th November where you can offer supportor not depending on your views .

The report will address the long term and short term issues and commercial and community aspects .

Independant valuations will be provided. The price range is anticipated to be approx \$550 k to \$600k . Commercial tenancy rentals have been independently provided at figures of around low end \$20 k to upper end \$30 k .

Councils borrowing cost of money will be updated and provided in the Council report to address the commercial or business case .

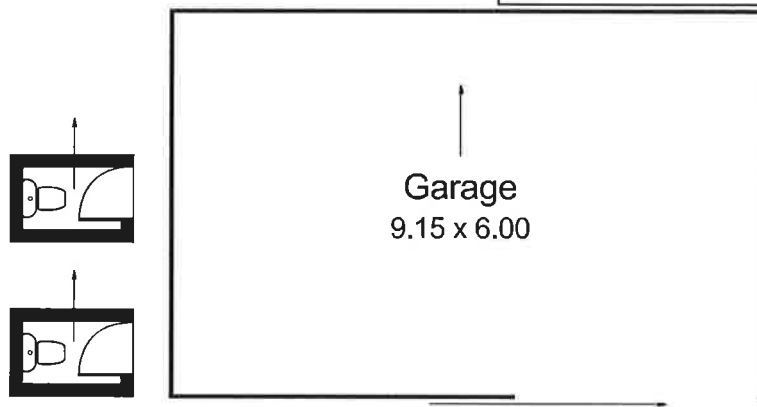
This is anticipated to be a confidential item in the Agenda therefore I ask this email be treated accordingly given the (potential commercial) competing interests .

Please contact me with any queries.

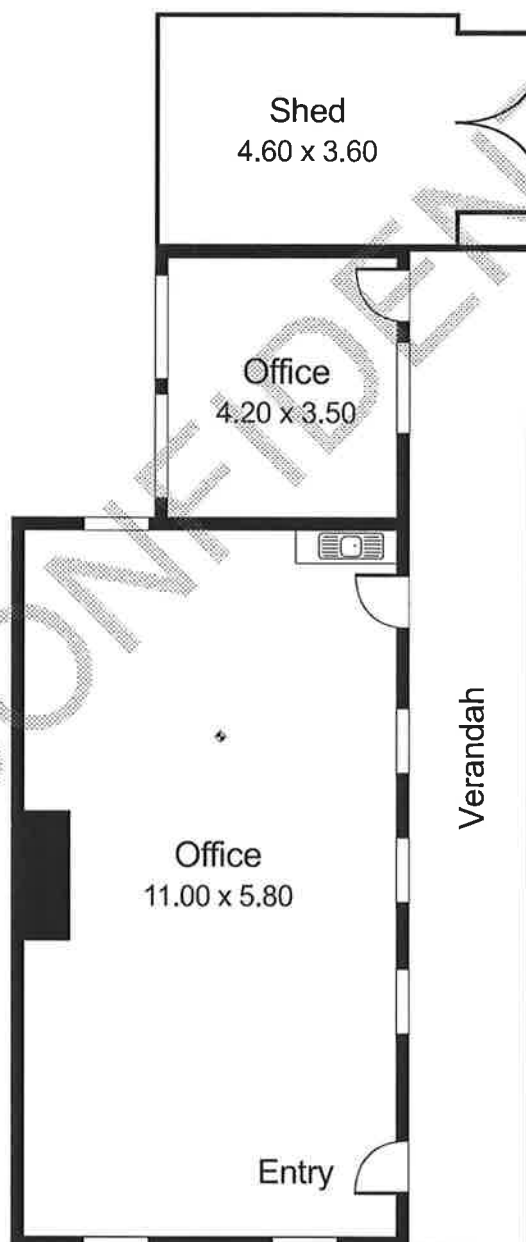
Regards Andrew 0419817799 / 83917264

CONFIDENTIAL

Item 16.1 - Confidential Attachment 5



Verandah Area: 30.42m² / 3.27sqs (approx)
Garage/Shed Area: 71.46m² / 7.70sqs (approx)
Office Area: 81.50m² / 8.78sqs (approx)
TOTAL AREA: 183.38m² / 19.75sqs (approx)



CONFIDENTIAL

Item 16.1 - Confidential Attachment 6



Hahndorf – Meeting the Twin Challenge: Engaging History and a Stronger Approach to Tourism

A report by Peter Hiscock Heritage Consultant
& Bev Hocking Design January 2010

*Available upon request
- not provided on
web due to size.*



COMMERCIAL CONTRACT Schedule



COMMERCIAL CONTRACT

1. **VENDOR** Name(s): ST MICHAELS LUTHERAN CHURCH HAHNDORF INC.

ABN (if applicable): _____

Address: 6 BALHANNAH ROAD, HAHNDORF SA 5245

2. **PURCHASER** Name(s): DISTRICT COUNCIL OF MT BARKER

Address: BOX 54, MOUNT BARKER SA 5251

ABN (if applicable): _____

Telephone: _____

Work: _____

Facsimile: _____

Mobile: _____

0419 817 799

Other: _____

Email: _____

astuart@dcmtbarker.sa.gov.au

3. **AGENT** Company Name / Legal Entity: Pope Nitschke Pty Ltd t/as First National Real Estate Pope Nitschke

Company Representative: NIGEL GRIVELL

ABN: 75 595 840 952

RLA No: 193520

Address: 29 Gawler Street, MOUNT BARKER, SA, 5251

Telephone: _____

Work: _____

08 8391 5004

Facsimile: 08 8391 2886

Mobile: _____

0414 257 999

Other: _____

Email: _____

nigel.grivell@popenitschke.com.au

4. THE LAND:

The whole of the land in Certificate of Title Volume: 6053

Folio: 872

being improved land located at

Allotment 22 on Deposited Plan

No. 81958

in the area named HAHNDORF

in the Hundred of ONKAPARINGA

in the Council area of: DISTRICT COUNCIL OF MOUNT BARKER

Other description of land: 64 MOUNT BARKER ROAD, HAHNDORF

☐ Multiple Titles Refer to Annexure

☒ Refer Annexure 'A' for further description of the Land



COMMERCIAL CONTRACT Schedule



Pope Nitschke

5. GST:

1. Is the Vendor liable for GST on the Property? ☒ Yes ☐ No
If No, GST is not applicable.
If Yes, answer questions 2, 3 and 4.
2. Is GST to be added to the purchase price? ☒ Yes ☐ No
If Yes, clause 18.1 will apply.
3. Do the parties agree that the margin scheme is to be used? ☐ Yes ☒ No
If Yes, clause 18.4 will apply.
4. Is the Property being sold as a "going concern"? ☐ Yes ☒ No
If Yes, clause 19 will apply.

Note: The Agent is not qualified to provide advice on GST. The Vendor or Purchaser must obtain their own professional taxation advice.

6. PURCHASE PRICE:

The sum of:

Words FIVE HUNDRED AND EIGHTY FIVE THOUSAND DOLLARS \$ 585,000

GST (if applicable):

Words FIFTY EIGHT THOUSAND AND FIVE HUNDRED DOLLARS \$ 58,500

Total Purchase Price:

Words SIX HUNDRED & FORTY THREE THOUSAND & FIVE HUNDRED DOLLARS \$ 643,500

7. DEPOSIT:

The sum of:

Words TWENTY FIVE THOUSAND DOLLARS \$ 25,000

Payable:

- ☒ on the next business day following the expiration of the cooling off period (section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*); or
- ☐ upon signing of this Agreement; or
- ☐ on or before ____/____/____; or
- ☐ secured by Guarantee - refer Annexure Provision of Deposit by way of Guarantee.

8. SETTLEMENT DATE:

- ☒ On the 12TH day of DECEMBER 20 11
- ☐ Within _____ days of the satisfaction of Special Condition number(s) _____
- ☐ Other date as may be agreed between the parties in writing

9. INCLUDED CHATELS

- ☐ Not applicable
- ☐ Refer Annexure
- ☒ As described below:
BENCH ON VERANDAH.



COMMERCIAL CONTRACT Schedule



10. EXCLUDED CHATELS:

- ☐ Not applicable
☐ Refer Annexure
☒ As described below:

VENDORS PERSONAL EFFECTS INCLUDING ALL ITEMS IN SHEDS. 3 LARGE GARDEN TUBS.

11. INCLUDED PLANT AND EQUIPMENT:

Plant, Equipment, Fixtures and Fittings

Unencumbered as at the date of this Agreement and to be sold to the Purchaser free of any encumbrances as at the Settlement Date

- ☒ Not applicable
☐ Refer Annexure
☐ As described below:

Encumbered Plant, Equipment, Fixtures and Fittings for Unencumbered Transfer

Included in the sale and to be transferred to the Purchaser free of any encumbrance as at the Settlement Date

- ☒ Not applicable
☐ Refer Annexure
☐ As described below:

Encumbered Plant, Equipment and Fixtures for Encumbered Assignment

Items to be assigned to the Purchaser at Settlement, subject to the existing encumbrances

- ☒ Not applicable
☐ Refer Annexure
☐ As described below:

12. EXCLUDED PLANT AND EQUIPMENT

Excluded Plant, Equipment, Fixtures and Fittings

Excluded from the sale

- ☒ Not applicable
☐ Refer Annexure
☐ As described below:

COMMERCIAL CONTRACT



COMMERCIAL CONTRACT

Schedule



Pope Nitschke

Third Party Plant, Equipment, Fixtures and Fittings

Not owned by the Vendor and not included in the sale

- ☐ Not applicable
☐ Refer Annexure
☒ As described below:
3 LARGE GARDEN TUBS

13. EXCEPTIONS:

- ☒ Nil
☐ Easements ☐ Encumbrances ☐ Rights of Way
 Details:

14. TENANCIES:

Is sale subject to Tenancy? ☒ No ☐ Yes
☐ Refer to Annexure ____ for Tenancy Schedule
☐ Tenancy details provided to Purchaser

Tenant Name(s):

Term: ☐ Fixed: Commencement Date 1 / 1 / 20 End Date: / / 20
☐ Periodic: Commencement Date / / 20

Rent: Amount: \$ _____ per *month/annum
*net/gross
*including/excluding GST

Security Bond: Amount: \$

Bank Guarantee: Amount: \$

15. NOTICES AND ORDERS:

- ☒ None known ☐ Not applicable
☐ Specify: _____

16. KNOWN BREACHES OF STRATA TITLES ACT 1988/COMMUNITY TITLES ACT 1996:

- ☐ Not known
- ☒ Not applicable

Strata/Community Manager: _____ T: _____

Details of breach:

**COMMERCIAL CONTRACT
Schedule**

Pope Nilschke

17. WORKS TO BE CARRIED OUT BY VENDOR:

- ☒ Not applicable
☐ Specify:

18. SPECIAL CONDITIONS:

- ☐ Not applicable
☐ Subject to Finance – Annexure
☐ Subject to Sale and Settlement of Purchaser's property – Annexure
☐ Subject to Settlement of Purchaser's property – Annexure
☒ Other – Annexure

19. FURTHER TERMS OF SALE:

- ☒ Not applicable
☐ Provision of Deposit by way of Guarantee – Annexure
☐ As detailed below:

COMMERCIAL CONTRACT

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COMMERCIAL CONTRACT

Annexure - Subject to Finance



Pope Nitschke

SPECIAL CONDITION

SALE SUBJECT TO APPROVAL OF FINANCE

1. This Agreement is subject to the Lender specified in Item 1 below 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 Term specified in Item 4.
2. The Purchaser will use its best endeavours to apply for and do everything necessary to obtain the loan.
3. 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.
4. 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.
5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of this Agreement will apply.
6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

Item 1: Lender

Name: _____

Address: _____

OR any other such person or institution that is deemed acceptable by the Purchaser

Item 2: Date on or before which the Lender is to approve the loan:

Date: _____

Item 3: Minimum amount of loan

Amount: \$ _____

Item 4: Terms of loan:

- (a) Term of loan: _____
- Term in years: _____
- (b) Commencing interest rate of loan: _____
- Not exceeding _____ % per annum

**COMMERCIAL CONTRACT**
Annexure - Other**OTHER SPECIAL CONDITIONS**

THIS CONTRACT IS CONDITIONAL UPON THE MOUNT BARKER DISTRICT COUNCIL'S ENDORSEMENT OF THE PURCHASE OF THIS PROPERTY, UNDER THE TERMS AND CONDITIONS INCLUDED HERewith, AT ITS MEETING ON THE 7TH NOVEMBER 2011.

COMMERCIAL CONTRACT**CONFIDENTIAL**



COMMERCIAL CONTRACT Terms and Conditions



Pope Nitschke

COMMERCIAL CONTRACT

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*;
- 2.1.2 "Agent" means the person or organisation 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 and other interests specified in Item 13 of the Schedule;
- 2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
- 2.1.10 "Excluded Plant and Equipment" means the items specified in Item 12 of the Schedule;
- 2.1.11 "Form 1" means the Vendor's statement required under section 7 of the Act;
- 2.1.12 "Further Terms" means the terms specified in Item 19 of the Schedule;
- 2.1.13 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.14 "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;
- 2.1.15 "Included Chattels" means the items specified in Item 9 of the Schedule;
- 2.1.16 "Included Plant and Equipment" means the items specified in Item 11 of the Schedule;
- 2.1.17 "Income" means all rent, fees, benefits and other monies received and receivable by the Vendor that are directly attributable to the use by any third party of the Property;
- 2.1.18 "Land" means the land specified in Item 4 of the Schedule;
- 2.1.19 "Lender" means a Bank, Building Society, Credit Union or other similar lending institution or any other person or entity as agreed between the Vendor and the Purchaser;
- 2.1.20 "Outgoings" means all rates and taxes and all other monies payable, by the Vendor, in respect of the Property, to any third party as required by law, or otherwise to maintain the condition of the Property;
- 2.1.21 "Property" means the Land together with easements, rights, privileges and appurtenances referred to on the Certificate of Title and the improvements and Vendor's fixtures and fittings on the Land, together with the Included Chattels, the Consumer Credit Chattels and Included Plant and Equipment but excluding the Excluded Chattels and Excluded Plant and Equipment;
- 2.1.22 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.23 "Purchaser" means the person or organisation specified in Item 2 of the Schedule;
- 2.1.24 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.25 "Settlement Date" means the date specified in Item 8 of the Schedule;
- 2.1.26 "Special Condition" means a special condition set out in Item 18 of the Schedule or attached to this Agreement;
- 2.1.27 "Tenancies" means any tenancy specified in Item 14 of the Schedule;
- 2.1.28 "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 to the Purchaser title to the Property (other than the Property);
- 2.1.29 "Vendor" means the person or organisation specified in Item 1 of the Schedule;
- 2.1.30 "Works" means the items specified in Item 17 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.

3. Payment

- 3.1 All monies payable by the Purchaser prior to settlement will be paid to the Agent to be held on 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 the Transfer, at least seven (7) days before the Settlement Date, otherwise the Vendor can prepare the Transfer at the Purchaser's expense.
- 4.2 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of each bank cheque required, otherwise the Purchaser can tender the total amount due to the Vendor.

5. Settlement

- 5.1 Unless otherwise agreed, Settlement must occur at the Lands Titles Office in Adelaide 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 document required for effecting the Transfer.
- 5.3 All outgoings and income will be adjusted to midnight of the day prior to the Settlement Date, including but not limited to the following:



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- 5.3.1 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;
- 5.3.2 land tax will be adjusted on a single holding basis;
- 5.3.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then Schedule 1 applies.
- 5.4 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.
- 6. Vacant Possession**
Subject to the Exceptions and Tenancies, and subject to the Purchaser performing all of its obligations, the Vendor will provide the Purchaser with vacant possession at Settlement, including but not limited to:
- 6.1 the removal of the Excluded Chattels and Excluded Plant and Equipment and making good any damage arising from that removal;
- 6.2 giving possession of the Included Chattels and Included Plant and Equipment;
- 6.3 paying out all consumer contracts and the like in respect of any of the Included Chattels and Included Plant and Equipment so that they are free of any debt or encumbrance;
- 6.4 delivering all keys and security devices to the Property to the Purchaser.
- 7. Title and Risk**
7.1 From the date of this Agreement the Property shall be at the risk of the Purchaser but, the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition with the exception of fair wear and tear.
- 7.2 The Certificate of Title will be conclusive evidence of the Vendor's title.
- 8. Body Corporate**
If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then Schedule 1 applies.
- 9. Misdescription**
Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Land 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 Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement:
- 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 or pending matters in respect of the Property under the provisions of any Act, Regulation or by-law which have not been fully complied with;
- 10.3 the Vendor has paid, or will pay prior to the Settlement Date, all charges for or in respect of all roads, footpaths, kerbs and any associated works on the road adjoining the Property;
- 10.4 since becoming the registered proprietor, 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**
The parties agree to comply with the Further Terms (if any) which shall override these Terms in the case 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 15.8 will apply; or
- 14.5.2 if the Vendor is in default, clause 16.2 will apply.
- 15. Purchaser's Default**
15.1 Without prejudice to any other rights, if the Purchaser breaches this Agreement and the Property does not settle on the Settlement Date, 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 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit, or is otherwise in default prior to the Settlement Date, the Vendor can give the Purchaser written notice to remedy the default within three (3) business days otherwise the Agreement will terminate. The Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
- 15.3 If the Purchaser defaults on the Settlement Date and does not settle within three (3) business days, the Vendor can then give notice to complete ("Notice of Completion").
- 15.4 The Notice of Completion will appoint a time for Settlement (with three (3) business days notice) and require the Purchaser to settle at this new time.
- 15.5 If the Purchaser does not comply with the Notice of Completion, the Vendor can terminate this Agreement by further written notice to the Purchaser (without prejudice to any of its other rights).
- 15.6 A Notice of Completion can be given more than once.



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- 15.7 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.
- 15.8 If this Agreement is terminated under this clause 15, the Deposit is forfeited to the Vendor who may elect to re-sell:
- 15.8.1 the Property and sue the Purchaser for damages for breach of contract; or
- 15.8.2 the Property in which case:
- (a) the Purchaser will forthwith pay any deficiency in price and all associated costs by way of liquidated damages to the Vendor (the Purchaser receiving credit for any deposit paid); and
- (b) the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.9 The Vendor is not required to tender a Transfer before exercising any of its rights under clause 15.8.
- 15.10 If the Settlement Date is postponed, all rent and other income from the Property shall be readjusted as at midnight on the day preceding Settlement, but rates and taxes 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 after 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 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 rates and taxes arising from the Property shall be readjusted to midnight on the day preceding Settlement, but rent and other income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clause 15 and clause 16.

18. Goods and Services Tax (GST)

- 18.1 The Vendor and the Purchaser acknowledge and agree that if GST applies to any supply made under or in connection with this Agreement by the Vendor, then:
- 18.1.1 the amount payable in respect of the supply is exclusive of GST; and
- 18.1.2 the Vendor may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Purchaser an additional amount on account of GST; and
- 18.1.3 the Purchaser shall pay to or reimburse to the Vendor or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Vendor in respect of that supply; and
- 18.1.4 unless clause 18.4 applies, the amount payable by the Purchaser to the Vendor or to a third party in respect of that supply shall be increased by the product of:
- (a) the rate at which GST is imposed at that time; and
- (b) the amount or consideration payable for the relevant supply; and
- 18.1.5 the Purchaser shall pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at such other time as the Vendor directs;
- 18.1.6 the Vendor shall deliver to the Purchaser a tax invoice for the supply in a form that complies with the GST Law.
- 18.2 The Purchaser acknowledges and agrees that if GST applies to any supply made under or in connection with this Agreement by the Purchaser, that the Purchaser shall be responsible for the payment of any additional amount on account of any GST, in respect of that supply.
- 18.3 Clause 18.1 and 18.2 (inclusive) shall not merge on completion of this Agreement and shall survive settlement and any termination of this Agreement by either the Vendor or the Purchaser.

Margin Scheme ~~[Strike out if NOT applicable]~~

- 18.4 The Vendor and Purchaser acknowledge and agree that the margin scheme will apply for or in relation to any supply made under or in connection with this Agreement and that subject to clause 18.4.1 the following provisions will apply:
- 18.4.1 The Vendor shall, prior to Settlement (if required by the GST Law), obtain a valuation of the Property as at 1 July 2000 (or other relevant date) that complies with the requirements of the GST Law (including any ruling or determination made by the Commissioner of Taxation) and supply a copy of the valuation to the Purchaser prior to Settlement.
- 18.4.2 Unless otherwise agreed, the Purchaser shall bear all reasonable costs and expenses of the valuation referred to in clause 18.4.1.
- 18.4.3 The Price shall be increased by the amount calculated as follows:
- $M \times R$,
where:
- (A) M is the difference between the Price and the amount of the valuation obtained in accordance with clause 18.4.1; and
- (B) R is the rate at which GST is imposed at that time.
- 18.4.4 The Purchaser acknowledges that it shall not be entitled to claim any input tax credit for any amount of GST as calculated under clause 18.4.3 that the Purchaser pays to or reimburses to the Vendor.
- 18.4.5 If for any reason the margin scheme does not apply to a supply as contemplated by the parties, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the sale of the Property, an amount calculated pursuant to clause 18.4.3 of this Agreement (less any amount of GST already paid by the Purchaser (if any) pursuant to paragraph 18.4.4), in addition to any penalties and interest incurred by the Vendor under the GST Law in respect of the non-application of the margin scheme upon the provision of a tax invoice by the Vendor.
- 18.5 The parties agree that in the event that the Vendor acquired the Property using the margin scheme, clauses 18.4.1 and 18.4.2 will have no effect, clauses 18.4.4 and 18.4.5 shall continue to apply and clause 18.4.3 shall be amended such that the Price shall instead be increased by the amount calculated as follows:

$M \times R$,
where:

- (A) M is the difference between the Price and the amount the Vendor paid to acquire the Property within the meaning of the GST Law; and
- (B) R is the rate at which GST is imposed at that time.

- 18.6 The provisions of this clause will survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.



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19. **Going Concern** [Strike out clause 19 if NOT applicable]

- 19.1 The Vendor and the Purchaser mutually agree that the sale of the Property under or in connection with this Agreement is the supply by the Vendor to the Purchaser of a going concern within the meaning of the GST Law and that the sale is GST free.
- 19.2 The Purchaser represents and warrants that it is registered or required to be registered under the GST Law.
- 19.3 If for any reason the sale of the Property under this Agreement is not GST free as contemplated by clause 19.1, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the sale of the Property, an amount calculated in a similar way to clause 18 including any penalties and/or interest incurred by the Vendor under the GST Law.
- 19.4 If the Vendor incurs any penalties and/or interest under the GST Law because the sale of the Property under this Agreement has been treated by the parties as being GST free then:
- 19.4.1 if the reason for the sale not being GST free is solely because of some fault on the part of the Vendor, the Vendor shall bear those penalties and/or interest;
- 19.4.2 if the reason for the sale not being GST free is solely because of some fault on the part of the Purchaser, the Purchaser shall pay to or reimburse to the Vendor (as the case may be) those penalties and/or interest on demand;
- 19.4.3 in any other case, the penalties and/or interest shall be borne by the parties equally and any amount of penalties and/or interest that is borne by the Purchaser shall be payable to the Vendor on demand.
- 19.5 This clause shall survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.

20. **Going Concern Not to Apply** [Strike out clause 20 if NOT applicable]

The following clause may be used if the parties do not want the GST free concession for the supply of a going concern to apply.

Notwithstanding clause 19 of this Agreement, the Vendor and the Purchaser acknowledge that the sale of the Property by the Vendor to the Purchaser is not to be treated as the supply of a going concern within the meaning of the GST Law.

21. **Miscellaneous**

Notices

21.1 Notices under this Agreement:

- 21.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
- 21.1.2 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.
- 21.1.3 will be deemed served if posted in accordance with clause 21.1.2(b), two (2) business days after posting; and
- 21.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.

No Merger

21.2 The provisions of this Agreement shall not merge on completion and shall survive Settlement.

Cheques

21.3 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.

21.4 Any other payment due under this Agreement shall be made either in cash or by bank cheque.

Costs

21.5 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.

Date of this Agreement

21.6 The date of this Agreement is the date on which the last of the parties executes it.

Legal Capacity of Purchaser

21.7 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.

21.8 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.

22. **Privacy Act 1988**

22.1 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.

22.2 The Agent may disclose this information to other parties including conveyancers, legal advisers, financial institutions and government bodies.

22.3 The Agent will only disclose information in the way described in clause 22.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.

22.4 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.

23. **Other Conditions**

This Agreement includes other terms and conditions as specified in or attached to this Agreement.

24. **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.

25. **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.



COMMERCIAL CONTRACT Terms and Conditions



Pope Nilschke

EXECUTED AS AN AGREEMENT

Dated this _____ day of _____ 20____

EXECUTION BY VENDOR**SIGNED** by the Vendor

on the _____ day of _____ 20____

Signature of Vendor

Full name of Vendor

Signature of Witness

Full name of Witness

SIGNED by the Vendor

on the _____ day of _____ 20____

Signature of Vendor

Full name of Vendor

Signature of Witness

Full name of Witness

OR

EXECUTED by _____ABN _____ in accordance with
section 127 of the *Corporations Act 2001*

on the _____ day of _____ 20____

**Director / Sole Director / Sole Secretary (*strike out as
applicable)*

Full name (please print)

**Director / Secretary (*strike out as applicable)*

Full name (please print)

EXECUTED by _____ABN _____ in accordance with
section 127 of the *Corporations Act 2001*

on the _____ day of _____ 20____

**Director / Sole Director / Sole Secretary (*strike out as
applicable)*

Full name (please print)

**Director / Secretary (*strike out as applicable)*

Full name (please print)

OR

SIGNED by or on behalf of _____

on the _____ day of _____ 20____

by its duly authorised officer in the presence of:

Signature of Witness

Full name of Witness

Authorised Officer's signature

Full name of Authorised Officer

Position held

COMMERCIAL CONTRACT



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SIGNED by the Purchaser

on the _____ day of _____ 20 ____

Signature of Purchaser _____

Full name of Purchaser _____

Signature of Witness _____

Full name of Witness _____

SIGNED by the Purchaser

on the _____ day of _____ 20 ____

Signature of Purchaser _____

Full name of Purchaser _____

Signature of Witness _____

Full name of Witness _____

OR

EXECUTED by _____

ABN _____ in accordance with
section 127 of the *Corporations Act 2001*

on the _____ day of _____ 20 ____

**Director / Sole Director / Sole Secretary (*strike out as applicable)*

Full name (please print) _____

**Director / Secretary (*strike out as applicable)*

Full name (please print) _____

EXECUTED by _____

ABN _____ in accordance with
section 127 of the *Corporations Act 2001*

on the _____ day of _____ 20 ____

**Director / Sole Director / Sole Secretary (*strike out as applicable)*

Full name (please print) _____

**Director / Secretary (*strike out as applicable)*

Full name (please print) _____

OR

SIGNED by or on behalf of _____

on the _____ day of _____ 20 ____

by its duly authorised officer in the presence of:

Signature of Witness _____

Full name of Witness _____

Authorised Officer's signature _____

Full name of Authorised Officer _____

Position held _____

**COMMERCIAL CONTRACT
Terms and Conditions****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 successful acceptance of the bid.

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 legal advice and delivering a certificate (section 5 of the Act) to the Agent.

COMMERCIAL CONTRACT

CONFIDENTIAL



Form R7

Warning Notice

Financial and Investment Advice

Land and Business Sale and Conveyancing) Act 1994 section 24B

Land and Business Sale and Conveyancing) Regulations 2010 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you that—

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

An agent must also tell you about any other benefit that any other person (including the agent) will receive in connection with the sale or purchase, unless it is*:

- a benefit that has been disclosed in a sales agency agreement
- a benefit that you provide the agent
- a benefit received by the vendor or purchaser
- a benefit related to a service for which you have not or will not be charged
- a benefit of which the agent remains unaware.

**Refer to section 24C of the Land and Business Sale and Conveyancing) Act 1994*

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, the Office of Consumer and Business Affairs recommends that you check the website: www.ocba.sa.gov.au/consumeradvice/realestate

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.ocba.sa.gov.au/consumeradvice/realestate

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.

"ANNEXURE A"



Title Register Search

LANDS TITLES OFFICE, ADELAIDE

For a Certificate of Title issued pursuant to the Real Property Act 1886

REGISTER SEARCH OF CERTIFICATE OF TITLE * VOLUME 6053 FOLIO 872 *

COST	: \$0.00 (GST exempt)	PARENT TITLE	: CT 5507/492
REGION	: PIRPROD	AUTHORITY	: RTC 11322008
AGENT	: BTH1 BOX NO : 011	DATE OF ISSUE	: 24/02/2010
SEARCHED ON	: 25/10/2011 AT : 10:40:01	EDITION	: 1

REGISTERED PROPRIETOR IN FEE SIMPLE

ST. MICHAEL'S LUTHERAN CHURCH HAHNDORF INC. OF 6 BALHANNAH ROAD HAHNDORF
SA 5245

DESCRIPTION OF LAND

ALLOTMENT 22 DEPOSITED PLAN 81958
IN THE AREA NAMED HAHNDORF
HUNDRED OF ONKAPARINGA

EASEMENTS

NIL

SCHEDULE OF ENDORSEMENTS

NIL

NOTATIONS

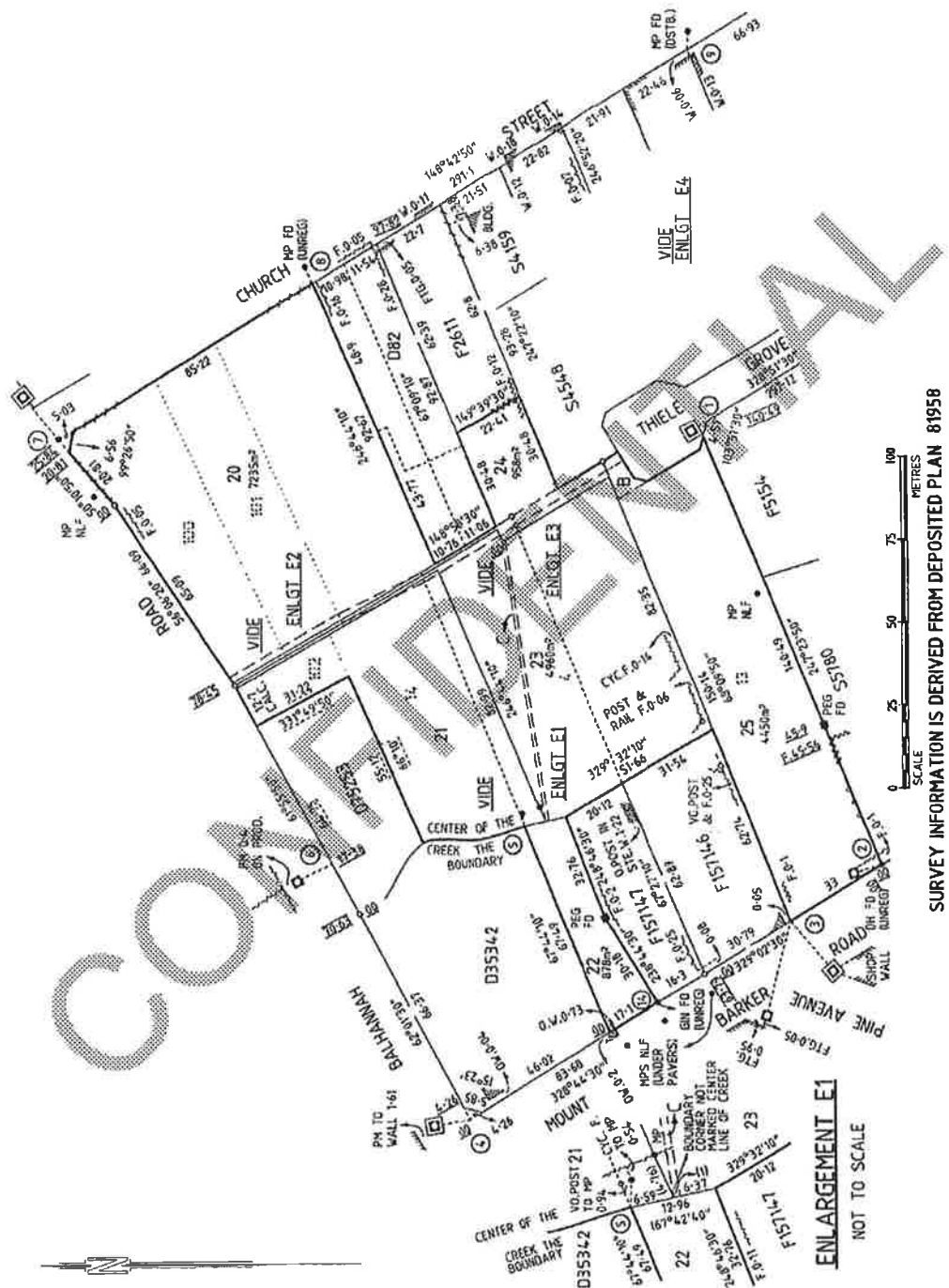
DOCUMENTS AFFECTING THIS TITLE

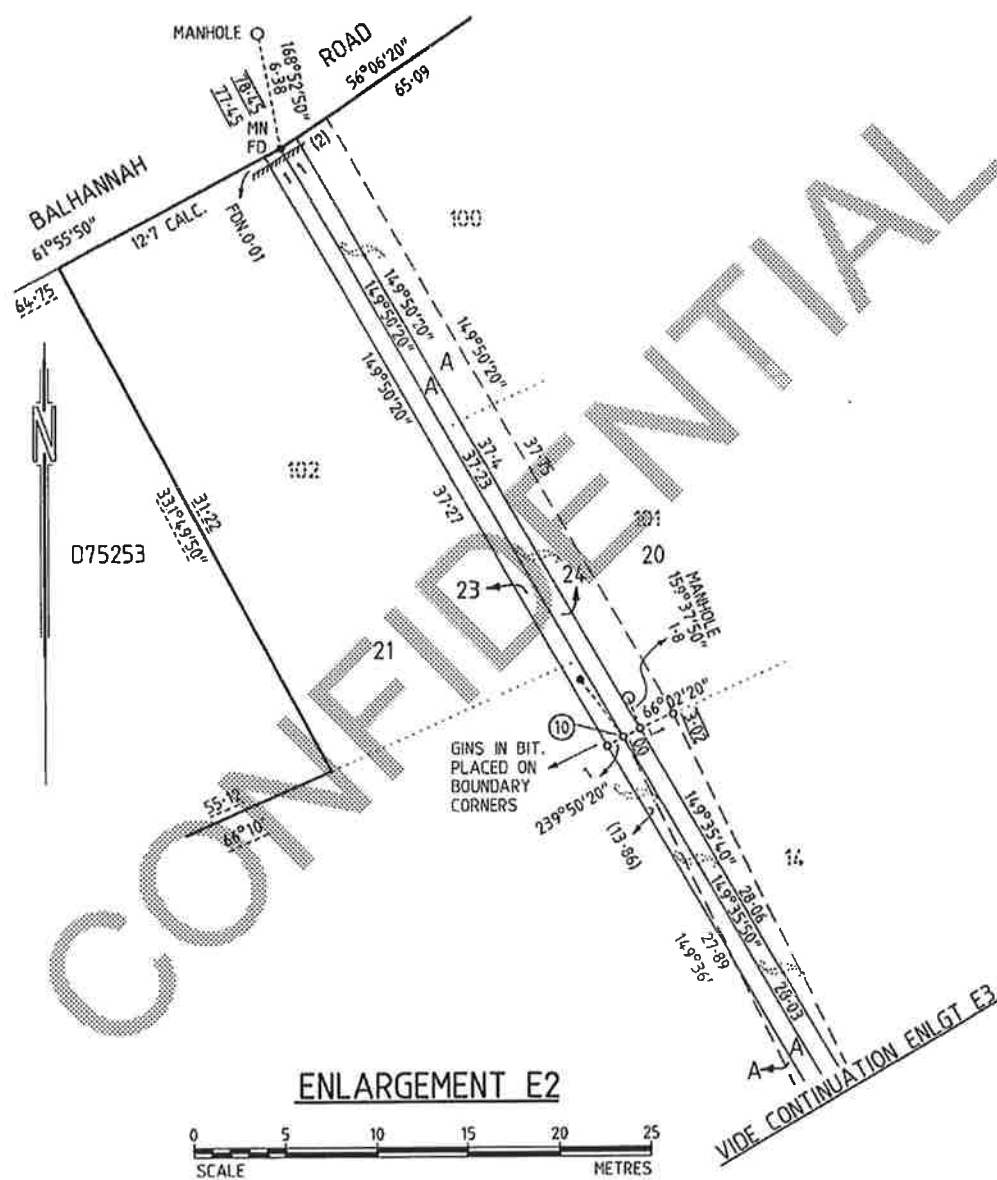
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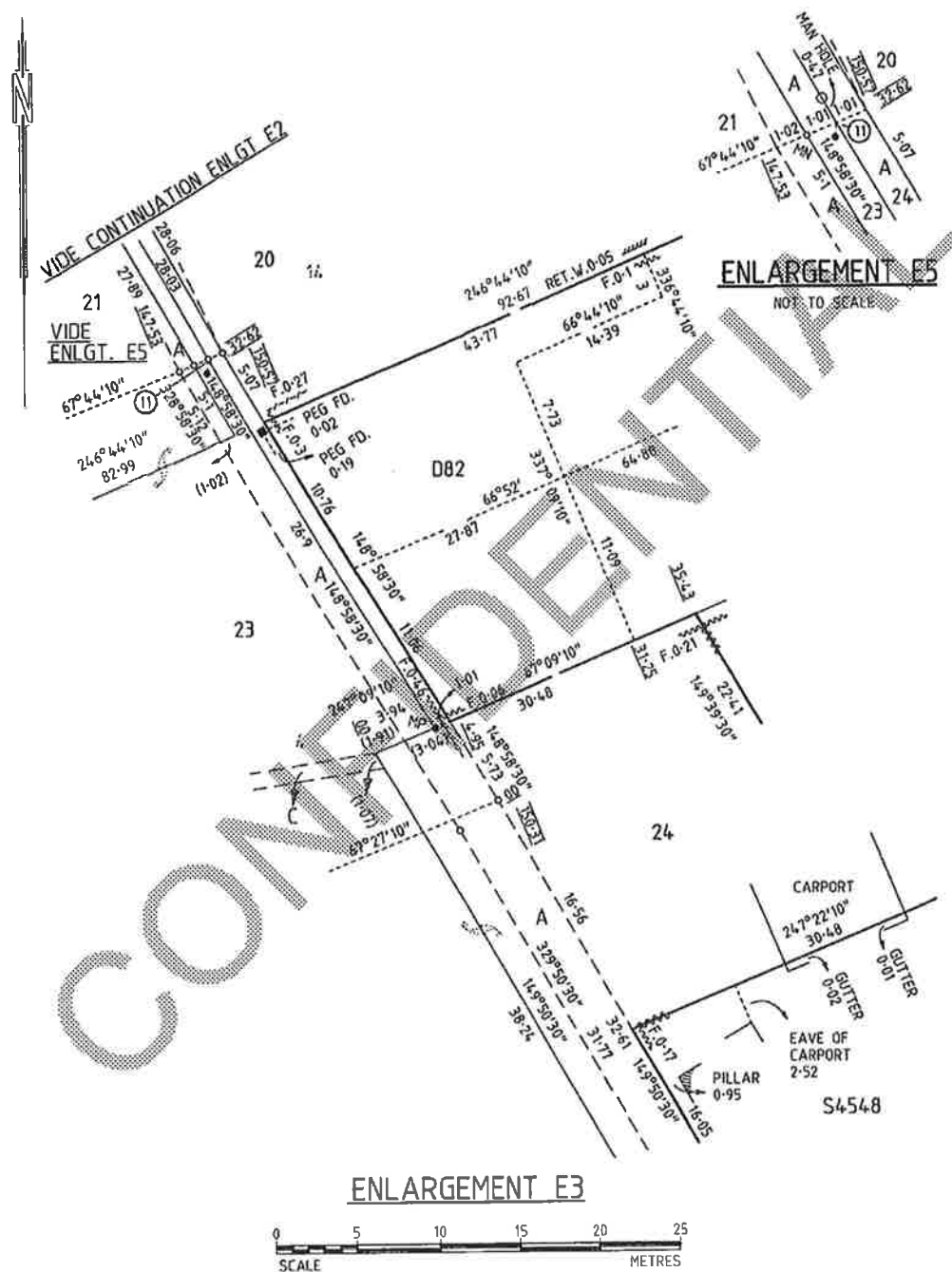
REGISTRAR-GENERAL'S NOTES

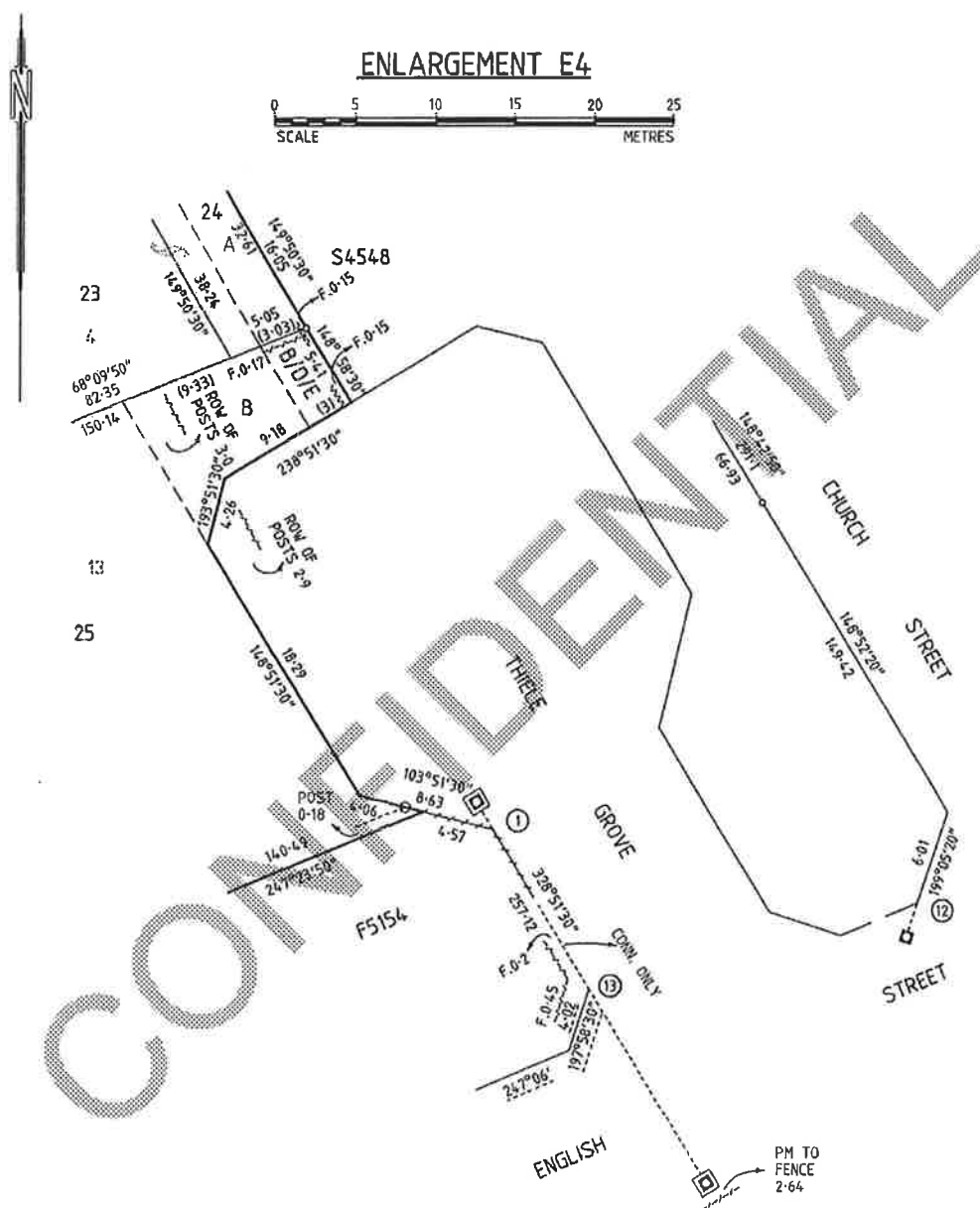
NIL

END OF TEXT.





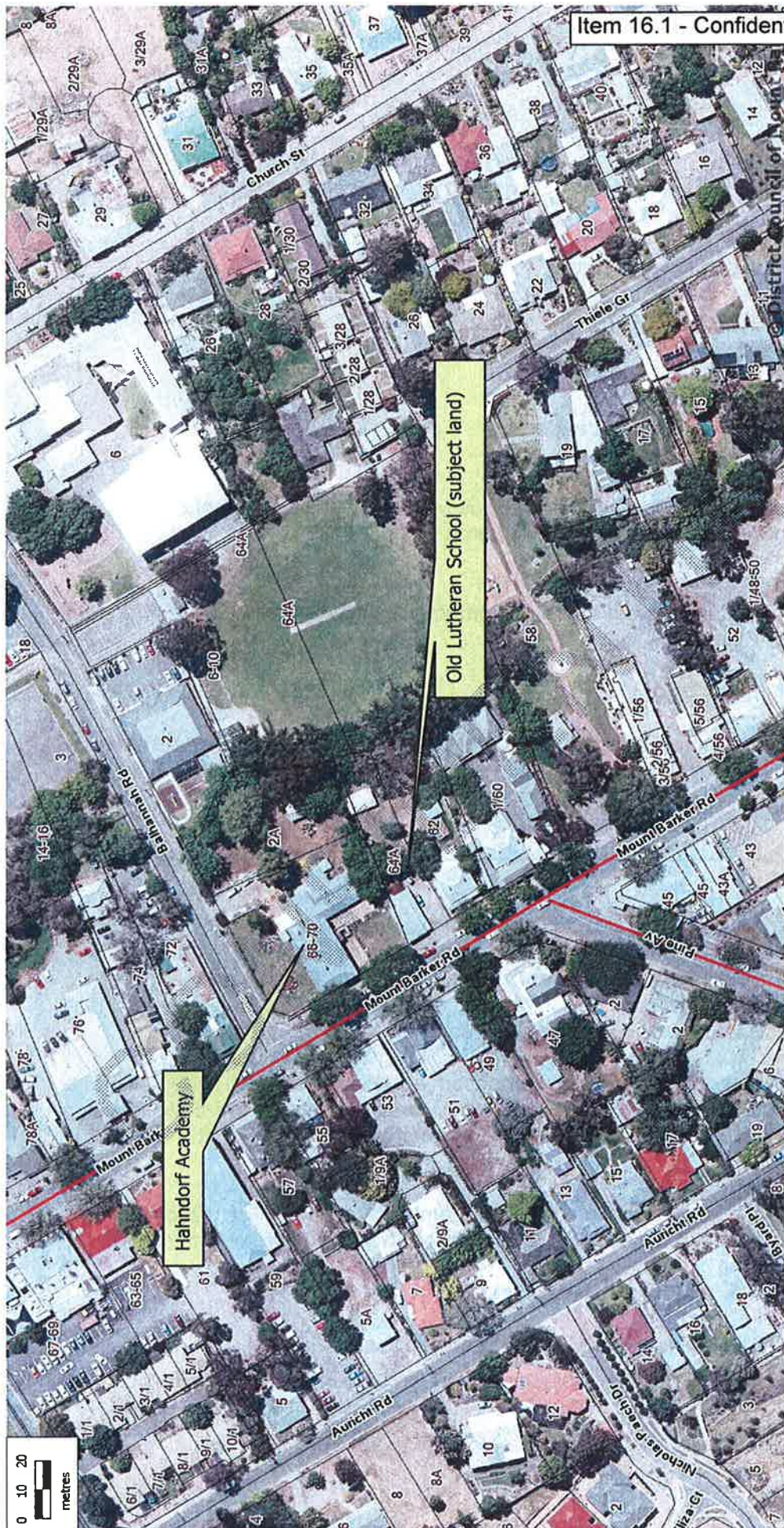




District Council of Mount Barker
Location Map - Old Lutheran Church, Hahndorf
 64 Mount Barker Road, Hahndorf



0 10 20
metres



Item 16.1 - Confidential Attachment 8

Map Zoom: 513.4 m
 Map Scale: 1:1,802
 Created on: Tuesday, 1 November 2011 By: mtb

District Council of Mount Barker
 6 Dutton Road
 Mount Barker SA 5251
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