

1. The Purchaser acknowledges that before signing this or any prior Contract for the said land they received from the Vendor a Statement in accordance with Section 32 of the Sale of Land (Amendment) Act 1982.
2. The parties agree that there are no conditions, warranties or other items affecting this sale other than those contained in this Contract. The Purchaser shall not be entitled to rely on any representations made by the Vendor or the Vendor's agent except as are made conditions of this Contract.
3. The Vendor warrants that there is a dwelling on the Land which has only been used for residential purposes. If the Vendor becomes liable for GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as a result of the Purchaser failing to use and occupy the residence on the Land primarily as a residence the Purchaser must pay to the Vendor an amount equal to any GST so payable and any additional penalty and interest all within fourteen days of a copy of an assessment issued by the Commissioner of Taxation being delivered to the Purchaser.
4. The Vendor warrants that they are not registered for GST and that they do not sell this property in furtherance of an enterprise. Accordingly, this sale is not subject to GST.
5. The Purchaser acknowledges that prior to signing this contract, the Purchaser has received from the Vendor a copy of a Section 137B report prepared by Smart Choice Building Permits & Inspections.
6. The Vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
7. The Vendor warrants that all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new.
8. In the event that the Purchaser shall be or include a Corporation the person who executes this Contract for and on behalf of the Purchaser shall also execute the following guarantee:

I, _____
[full name]

of _____
[address]

IN CONSIDERATION of the Vendor entering into the within Contract with

 (hereinafter called "the Purchaser") HEREBY GUARANTEE the due performance and observance by the Purchaser of the terms and conditions herein contained and I acknowledge that my liability is an unconditional continuing liability until all the said terms and conditions are duly performed by the Purchaser and that this guarantee binds my personal representatives and shall not be affected by any time or indulgence the Vendor may extend to the Purchaser.

SIGNED by the said _____)

_____)
 in the presence of: _____)
