

Annexure A

Amendments to the 2009 General Conditions

These amendments are made to comply with the
Office of State Revenue's Revenue Online Payment System

The Buyer and Seller agree to vary the 2009 General Conditions in the following manner:

1. The following new definitions are added to clause 26.1

Certificate of Duty means the State Revenue Certificate of payment of Duty generated through Revenue Online.

Dutiable Value has the same meaning as dutiable value in section 9 of the Duties Act.

Revenue Online also known as ROL means the system developed by State Revenue which enables Duty to be assessed and paid electronically.

Transaction Summary means the summary generated through Revenue Online which specifies:

- (a) the date the Contract was lodged on Revenue Online;
- (b) the Dutiable Value;
- (c) the date of assessment; and
- (d) the Duty assessed.

2. Clause 3.3 of the 2009 General Conditions is deleted and replaced with:

3.3 Duty and Stamp Duty

- (a) Subject to subclause (e) to (m) the Buyer must arrange for:
 - (1) Duty to be paid on the Contract; and
 - (2) the Transfer to be Duty Endorsed,
before the Transfer is delivered to the Seller.
- (b) Following the delivery of the Transfer to the Seller or the Seller Representative in accordance with clause 3.2(b), the Seller must within a reasonable time sign the Transfer pending Settlement.
- (c) The Buyer must, on request by the Seller, made not later than 20 Business Days after Settlement or after the Possession Date, provide to the Seller:
 - (1) an original of the Contract Duty Endorsed; or
 - (2) a photocopy of the Contract showing an endorsement as specified in subclause (1),
to enable the Seller to arrange for a duplicate of the Contract held by the Seller to be Duty Endorsed.
- (d) Where:
 - (1) the Buyer provides to the Seller an original copy of the Contract Duty Endorsed; and
 - (2) the Buyer requests the return of the Contract specified in subclause (1),
the Seller must, immediately after a duplicate of the Contract held by the Seller has been Duty Endorsed
return the copy of the Contract to the Buyer.
- (e) Subject to subclause (f) to (m), the Buyer Representative may make a request in writing to the Seller Representative that:
 - (1) the Seller sign the Transfer; and
 - (2) the Seller Representative return the Transfer to the Buyer Representative,
without payment by the Buyer of Duty on the Contract, and without the Transfer being Duty Endorsed to be
held by the Buyer Representative solely for:
 - (3) payment by the Buyer of Duty on the Contract before Settlement and the Transfer being Duty
Endorsed before and for the purpose of Settlement;
or
 - (4) the payment of Duty where the Duty is to be assessed and paid through Revenue Online and the
provision of a Certificate of Duty at Settlement.
- (f) The Seller will have no obligation to comply with a request by the Buyer Representative in accordance with
subclause (e).

- (g) A request by the Buyer Representative in accordance with subclause (e), must be accompanied by:
- (1) an Assessment of Duty payable on the Contract issued by State Revenue;
 - or
 - (2) where Duty is to be assessed and paid through Revenue Online in accordance with subclause (l) and (m), a Transaction Summary.
- (h) If the Seller agrees to provide the Transfer to the Buyer Representative, in accordance with subclause (e):
- (1) the Seller Representative must provide the Transfer signed by the Seller to the Buyer Representative; and
 - (2) the Buyer will be treated as having given unconditional undertakings to the Seller and the Seller Representative as follows.
 - (A) The Buyer Representative will hold the Transfer solely for the purpose of payment of Duty on the Contract, and for the Transfer to be Duty Endorsed for the purposes of Settlement.
 - (B) The Buyer Representative must immediately following a direction in writing by the Seller or the Seller Representative, deliver the Transfer to the Seller or the Seller Representative whether or not the Transfer has been Duty Endorsed.
- (i) The Buyer unconditionally and irrevocably:
- (1) directs; and
 - (2) will be treated as having directed,
- the Buyer Representative to comply with the provisions of subclause (h)(2)(A) and (h)(2)(B) and in particular, to comply immediately with a direction by the Seller or the Seller Representative, made in accordance with subclause (h)(2)(B).
- (j) Where the Seller or the Seller Representative has provided the Transfer to the Buyer Representative in accordance with subclause (e) and (h), the provision of the Transfer to the Buyer Representative will be without prejudice to any right of the Seller arising from any of the following.
- (1) Any claim the Seller has or may have against the Buyer, under clause 4 arising from a delay in Settlement.
 - (2) Without affecting subclause (1), any default by the Buyer under the Contract.
- (k) Where the Contract is liable to be assessed in respect to Stamp Duty, the Buyer must:
- (1) arrange for an assessment of Stamp Duty on the Contract;
 - (2) pay the Stamp Duty on the Contract; and
 - (3) arrange endorsement by State Revenue of the Transfer to the effect that Stamp Duty has been paid on the Contract,
- before the Transfer is delivered to the Seller.
- (l) Where the Buyer Representative:
- (1) is registered for Revenue Online; and
 - (2) has elected to have Duty on the Contract assessed and paid through Revenue Online,
- the provisions of subclause (e) to (j) and (m) will apply.
- (m) Where subclause (l) applies, the following will apply.
- (1) The Buyer Representative must advise the Seller or the Seller Representative that the Buyer Representative has elected to have Duty on the Contract assessed and paid through Revenue Online.
 - (2) The Buyer Representative must, within 5 Business Days after the Transaction Summary is generated, provide a copy of the Transaction Summary to the Seller or the Seller Representative.
 - (3) On Settlement the Buyer Representative must provide to the Seller Representative a copy of the Certificate of Duty.

3. Clause 10.6 (c) is deleted and inserted instead is the following clause:

10.6(c) If:

- (1) the whole of the Strata Special Contribution; or
- (2) an instalment of the Strata Special Contribution, is payable in the Financial Year in which the Settlement Date occurs,

the whole of the Strata Special Contribution or that instalment of the Strata Special Contribution will be apportioned between the Seller and the Buyer as if the Strata Special Contribution is an Outgoing for the purposes of clauses 7.1 and 7.2.

Buyer _____ / ____ / ____ Buyer _____ / ____ / ____

Seller _____ / ____ / ____ Seller _____ / ____ / ____