

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				1	32	Lawson
and known as 29 Rouseabout Street Lawson ACT						
Seller	Full name	Nimali Thilangani Wickramaratne and Asitha Charith Wickramarante				
	ACN/ABN					
	Address	19 Blizzard Circuit Forde ACT 2914				
Seller Solicitor	Firm	Lexmerca Lawyars				
	Ref	John Chamberlain				
	Phone	+61 (2) 6181 2902	Fax	+61 (2) 6181 2911		
	DX/Address	88 Dawes Street Kingston ACT 2604				
Stakeholder	Name	Lexmerca Trust Account				
Seller Agent	Firm					
	Ref					
	Phone		Fax			
	DX/Address					
Restriction on Transfer	Mark as applicable	<input type="checkbox"/> Nil	<input type="checkbox"/> section 251	<input type="checkbox"/> section 265	<input checked="" type="checkbox"/> section 298	
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease		<input type="checkbox"/> Land Rent Lease		
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession		<input type="checkbox"/> Subject to tenancy		
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description					
Date for Registration of Units Plan						
Date for Completion						
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Potential residential land?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No			<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Ref					
	Phone		Fax			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance	\$				
Date of This Contract						
Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants		<input type="checkbox"/> Tenants in common in the following shares:		
Read This Before Signing						
Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller Witness name and signature				Buyer Witness name and signature		

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- Crown lease of the Land (including variations)
- Current edition of the certificate of title for the crown lease
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the certificate of title — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an “off-the-plan purchase”)
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- proposed plan
- inclusions list

If the Property is a Unit where the Units Plan has registered:

- Units Plan concerning the Property
- current editions of the certificate of title for the Common Property
- (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- Section 119 Certificate
- registered variations to the articles of the Owners Corporation

Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

If the Property is a Unit where the Units Plan has not registered:

- proposed Units Plans or sketch plan
- inclusions list
- the Default Rules
- details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer’s General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- the Developer’s estimate, based on reasonable grounds, of the Buyer’s General Fund Contribution for 2 years after the Units Plan is registered
- if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement

If the Property is a Lot that is part of a Community Title Scheme:

- Section 67 Statement, as first or top sheet
- Community Title Master Plan
- Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- proposed Community Title Master Plan or sketch plan
- proposed Community Title Management Statement

GST

- Not applicable
- Input taxed supply of residential premises
- Taxable supply (including new residential premises)
- GST-free supply of going concern
- Margin scheme applies

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report



Special Conditions

Additional to Law Society of the ACT Contract for Sale 2018 Version

These Special Conditions apply in addition to the Printed Terms, however in the event of any inconsistency these Special Conditions prevail.

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1. Definitions

1.1 Definitions

In this Contract, the following expressions have the following meanings, unless a different meaning should be applied as a result of the context:

ACT means the Australian Capital Territory;

Buyer is defined in the Schedule;

Buyer Solicitor is defined in the Schedule, however if the Seller Solicitor is notified of a different solicitor acting on behalf of the Buyer for matters relating to this Contract, then Buyer Solicitor refers to that new solicitor;

Controller is defined in the Corporations Act;

Corporations Act means the *Corporations Act 2001* (Cwth) and includes any subordinate law made pursuant to that Act;

Cost means any cost, fee, charge, payment, expense, outgoing or other expenditure of any nature;

EPSDD means the Environment, Planning and Sustainable Development Directorate, or if that directorate is not in existence at the relevant time, then the relevant authority holding the responsibilities that were previously held by the Environment, Planning and Sustainable Development Directorate;

Housing Development Guide means any document outlining or referencing a lease and development condition, restriction, restraint or burden on development of the Land, including but not limited to the housing development guide as published by the Suburban Land Agency from time to time, currently found at the following url: <https://suburbanland.act.gov.au/lawson/resources>

Insolvent means a person or entity that:

- (a) is (or states that it is) under administration or insolvent (each as defined in the Corporations Act);
- (b) becomes bankrupt;
- (c) has a Controller appointed;
- (d) is in liquidation;
- (e) is in provisional liquidation;
- (f) is under administration;
- (g) is wound up;
- (h) has had a Receiver appointed to any part of its property;
- (i) is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any Statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Seller);
- (j) an application or order has been made against (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a)-(i) above;
- (k) is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;

- (l) is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Seller reasonably deduces it is so subject);
- (m) is otherwise unable to pay its debts when they fall due;
- (n) arranges a meeting of creditors for the purpose of making arrangements for management of debts; or
- (o) something having a substantially similar effect to (a) to (n) happens in connection with that person or entity under the law of any jurisdiction;

Interest means interest at the Interest Rate;

Interest Rate means the rate 10% per annum calculated on a daily basis;

Land is defined in the Schedule;

Minister's Consent means consent of the planning and land authority to the transfer of the Lease pursuant to section 298(2) of the Planning Act;

PPS Act means the *Personal Property Securities Act 2009*;

PPSR means the Personal Property Securities Register administered pursuant to the PPS Act;

Price is defined in the Schedule;

Printed Terms means the standard Law Society of the ACT Contract for Sale clauses 1 to 53 inclusive (2018 version), however it is noted that the Printed Terms are varied by these Special Conditions;

Receiver includes receiver or receiver and manager;

Schedule means the schedule of information in this Contract noted 'Schedule', normally the first page;

Seller is defined in the Schedule;

Seller Solicitor is defined in the Schedule, however if the Buyer or Buyer Solicitor is notified of a different solicitor acting on behalf of the Seller for matters relating to this Contract, then Seller Solicitor refers to that new solicitor; and

Special Conditions means the conditions of this Contract noted 'Special Conditions' numbered 1 to 10.

2. Minister's Consent

2.1 Requirement

The parties acknowledge that pursuant to Printed Term 4.2, the Lease is subject to a restriction on transfer. The parties agree and acknowledge that they must comply with the obligations in this Special Condition 2 to obtain Minister's Consent.

2.2 Warranty

- (a) As an essential term of this Contract, the Buyer warrants that, as a continuing warranty from the Date of this Contract until Completion:
 - (i) it knows and understands the requirements to obtain Minister's Consent and that it can and will comply with those requirements (excluding those requirements of the Seller);
 - (ii) it intends to comply with the building and development provision in the Lease;

- (iii) it has the financial capacity (by way of unconditional loan approval or clear funds) to complete this Contract and to:
 - (A) if the Buyer has entered into a building contract in respect of the Land, complete that building contract; or
 - (B) if the Buyer has not entered into a building contract in respect of the Land, complete a building contract for a minimum cost of \$200,000;
 - (iv) it has not breached the building and development covenants of a crown lease in the ACT; and
 - (v) it will undertake any action, provide any information or document, and sign any document reasonably required to obtain Minister's Consent.
- (b) If the Buyer is in breach of any of the above warranties at any time from the Date of this Contract until Completion, the Seller may by written notice (and without the requirement to serve a Default Notice) terminate this Contract for Buyer default of an essential term.

2.3 Process

- (a) The Buyer must, within 3 days of the Date of this Contract (timing being of the essence of this Contract), provide the Seller with:
- (i) a cheque payable to 'Receiver of Public Monies' in the amount of the applicable fee (as at the Date of this Contract) for the application form required to apply for Minister's Consent;
 - (ii) the application form required by the EPSDD to apply for Minister's Consent (whether titled 'Consent to Second or Subsequent transfer - Form 2' or otherwise);
 - (iii) one of:
 - (A) if the Seller provided the Buyer with a transfer of Lease on the Date of this Contract, that transfer of Lease, duly executed by the Buyer or a lawyer from the Buyer Solicitor; or
 - (B) if the Seller did not provide the Buyer with a transfer of Lease on the Date of this Contract, a transfer of Lease in the form prescribed by the *Land Titles Act 1925*, duly executed by the Buyer or a lawyer from the Buyer Solicitor;
 - (iv) documentary evidence that the Buyer has the financial capacity to complete this Contract and to:
 - (A) if the Buyer has entered into a building contract in respect of the Land, complete that building contract; or
 - (B) complete a building contract for a minimum cost of \$200,000;
 - (v) a copy of any building contract that the Buyer has entered into in respect of the Land; and
 - (vi) any other document or thing required by the EPSDD to grant Minister's Consent (other than a document or thing required from the Seller).
- (b) For the purpose of Special Condition (a)(iv), the Buyer must provide:

- (i) a letter from an accountant dated not later than 2 months before the Date of this Contract stating that the Buyer has the financial capacity to purchase the Land and to complete construction of a dwelling upon it; or
 - (ii) any combination of:
 - (A) evidence of any monies paid by the Buyer to the Seller pursuant to this Contract;
 - (B) evidence of any monies paid by the Buyer to a builder for construction of a dwelling upon the Land;
 - (C) a bank statement dated not later than 2 months before the Date of this Contract showing the Buyer(s) full names and available funds;
 - (D) an unconditional loan approval letter dated not later than 2 months before the Date of this Contract from a lender showing the Buyer(s) full names, a reference to the Land and the amount of funds approved; and
 - (E) a statutory declaration dated not later than 2 months before the Date of this Contract from a third party as to the proposed gift of money to the Buyer for the purpose of completing this Contract and/or completing construction of a dwelling upon the Land, showing the Buyer(s) full names, a reference to the Land and the amount of the gift, and annexing to that statutory declaration documentary evidence of clear funds of that third party for the gift;
- the aggregate of the above must total the sum of the Price plus:
- (F) if the Buyer has entered into a building contract in respect of the Land, the total consideration payable by the Buyer under that building contract; or
 - (G) if the Buyer has not entered into a building contract in respect of the Land, \$200,000.00.
- (c) The Seller will, as soon as reasonably practicable after the Buyer has complied with Special Condition (a), apply for Minister's Consent.
 - (d) In the event that a fee is payable to obtain Minister's Consent (including any fee required for extension to any building and development covenant) the Buyer must pay that fee to the Seller on the earlier of upon demand or on Completion, timing being of the essence of this Contract.
 - (e) The Buyer must undertake any action, provide any information and/or document, and sign any document reasonably required to obtain Minister's Consent, within 7 days of request by the Seller (timing being of the essence of this Contract).
 - (f) In the event that the Buyer does not comply with the timeframes in Special Conditions (a) and/or (e), the Seller may:
 - (i) require the Buyer to pay to the Seller, on Completion (timing being of the essence of this Contract) Interest on the Price for each day of delay; and/or
 - (ii) by written notice (and without the requirement to serve a Default Notice) terminate this Contract for Buyer default of an essential term.
 - (g) In the event that:
 - (i) the Buyer provides documents or things in accordance with this Special Condition 2; and
 - (ii) the Seller applies for Minister's Consent; and

- (iii) the documents or things provided by the Buyer are insufficient to satisfy the requirements of the EPSDD for the granting of Consent (excluding those documents or things required to be provided by the Seller); and
- (iv) the Seller (or Seller Solicitor) incurs a fee (such as a fee for failure of a completeness check), then

the Buyer must pay the amount of the fee to the Seller on the earlier of upon demand or on Completion, timing being of the essence of this Contract.

- (h) In the event that the Buyer has complied with all requirements and obligations in this Special Condition 2 and Minister's Consent has not been obtained by the date 6 months from the date that the Seller applied for Minister's Consent, then the Seller may by written notice to the Buyer rescind this Contract.

3. Date for Completion

3.1 Date for Completion

Completion of this Contract is due to occur on the later of the following:

- (a) 14 days from written notification from the Seller to the Buyer that Minister's Consent has been granted; and
- (b) 30 days from the Date of this Contract.

4. Housing Development Guide

4.1 Housing Development Guide

The Buyer warrants that it has read and understands the Housing Development Guide and that it will comply with all requirements of the Housing Development Guide.

5. Representations, Statements, Warranties and Claims

5.1 Whole Contract

This Contract comprises the whole of the agreement between the parties in relation to the subject matter of this Contract, and supersedes any prior agreement, arrangement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

5.2 No Representations

- (a) The Seller does not make any representation, statement or warranty outside of those specifically provided for in this Contract or implied into this Contract at law (which cannot be contractually excluded).
- (b) The Buyer does not rely on any representation, statement or warranty made by the Seller outside of those specifically provided for in this Contract or implied into this Contract at law (which cannot be contractually excluded).
- (c) The Buyer warrants that it will not claim reliance upon any representation, statement or warranty that is not specifically provided for in this Contract or implied into this Contract at law (which cannot be contractually excluded).
- (d) The Buyer warrants that it will not claim any collateral contract exists in relation to any matter that forms part of the subject matter of this Contract.

5.3 Claims

The Buyer cannot:

- (a) make any claim (for damages or otherwise);
- (b) make any requisition;
- (c) object;
- (d) deduct from any monies otherwise payable to the Seller;
- (e) retain any monies otherwise payable to the Seller;
- (f) rescind this Contract;
- (g) terminate this Contract;
- (h) require the Seller to undertake any works (remediation, rectification or otherwise) to the Property;
- (i) require the Seller to undertake any works (remediation, rectification or otherwise) to property adjacent to the Property;
- (j) require the Seller to obtain any documents, certificates, approvals or similar; or
- (k) delay Completion;

in relation to:

- (l) any matter referred to in this Contract (unless specifically provided for in this Contract or implied into this Contract at law and cannot be contractually excluded); or
- (m) any matter referred to in these Special Conditions (unless specifically provided for in this Contract or implied into this Contract at law and cannot be contractually excluded).

6. Variations to Printed Terms

6.1 Variations

The Printed Terms apply to this Contract, however are amended as follows:

- (a) clause 4.4 is deleted;
- (b) clause 14 is deleted;
- (c) clause 16.1, the word 'may' is replaced with 'must';
- (d) clause 16.1.1, the words 'no later than 14 days prior to the Date for Completion' are added to the beginning of the clause;
- (e) clause 17.1.1(a), the number '5' is replaced with '1';
- (f) clause 17.1.2(a), the number '5' is replaced with '1';
- (g) clause 17, a new clause 17.1A is added before clause 17.1 as follows:
 - "The Buyer may only make a claim for compensation under this clause 17 in relation to the following two matters:
 - (a) an error or misdescription, if the Buyer has complied with clause 16; and
 - (b) a claim relating solely to the title or Lease to the Land."
- (h) a new clause 18.12 is added to clause 18 as follows:

“18.12 Each time a Notice to Complete is served by the Seller in accordance with this clause:

- (a) the Seller may unilaterally extend the time and date by which to complete the Contract as specified in the Notice to Complete; and
- (b) the Seller may unilaterally withdraw the Notice to Complete, by written notice to the Buyer in the Seller’s absolute discretion and with or without the Buyer’s consent.”

- (i) clause 22.1.1 is deleted;
- (j) clause 22.1.3, the numbers ‘440’ are replaced with ‘550’;
- (k) clause 22.1.3, the words ‘party not at fault’ is replaced with ‘Seller’ in clause 22.1.3;
- (l) clause 22.1.3, the words ‘and the delay was caused by the Buyer’ are added to the end of the clause; and
- (m) clause 28.2, the number ‘5’ is replaced with ‘1’.

7. Death and Insolvency

7.1 Insolvency of Buyer

(a) Without negating, limiting or restricting any rights or remedies available to the Seller at law or in equity, if:

- (i) the Buyer becomes an Insolvent; or
- (ii) a third party who holds a security interest in any asset of the Buyer (under the PPSR or otherwise) takes possession or control of those assets, or perfects its security interest, or attempts by any means to do any of these things;

the Buyer:

- (iii) must immediately notify the Seller of the event occurring; and
- (iv) is in immediate breach of this Contract in an essential respect; and

the Seller may by notice in writing to the Buyer Solicitor, terminate this Contract for breach by the Buyer of an essential condition of this Contract.

(b) The Seller is not required to serve a Default Notice or any other notice in order to exercise its right to terminate the Contract pursuant to Special Condition (a).

7.2 Insolvency of Seller

(a) If the Seller becomes an Insolvent, then the Seller may, by written notice served upon the Buyer, rescind this Contract.

(b) The Buyer cannot:

- (i) make any claim (for damages or otherwise);
- (ii) make any requisition;
- (iii) object;
- (iv) deduct from any monies otherwise payable to the Seller;
- (v) retain any monies otherwise payable to the Seller;

- (vi) rescind this Contract;
 - (vii) terminate this Contract;
 - (viii) delay Completion;
- if the Seller becomes an Insolvent.

7.3 Death of Buyer

- (a) Without negating, limiting or restricting any rights or remedies available to the Seller at law or in equity, if the Buyer is a natural person and dies, becomes mentally ill or unable to manage its affairs due to illness, the Seller may by written notice to the Buyer Solicitor, rescind this Contract.

7.4 Death of Seller

- (a) If the Seller is a natural person and the Seller dies, becomes mentally ill or unable to manage its affairs due to illness, the Seller Solicitor may by written notice:
 - (i) extend the Date for Completion by up to 6 months from the date due for Completion pursuant to this Contract prior to any extension. The Seller may make one or many extensions, provided that the combined extension does not exceed 6 months; or
 - (ii) rescind this Contract.
- (b) The Buyer cannot:
 - (i) make any claim (for damages or otherwise);
 - (ii) make any requisition;
 - (iii) object;
 - (iv) deduct from any monies otherwise payable to the Seller;
 - (v) retain any monies otherwise payable to the Seller;
 - (vi) rescind this Contract;
 - (vii) terminate this Contract;
 - (viii) delay Completion;

if the Seller is a natural person and the Seller dies, becomes mentally ill or unable to manage its affairs due to illness.

8. Agent Warranty

8.1 Warranty

The Buyer warrants that the Buyer was not introduced to the Seller or the Property by any agent (or employee of or person connected with an agency) other than the Seller Agent (if any) stated on the Schedule. This warranty does not merge on Completion.

8.2 Indemnity

In the event that the Buyer is in breach of the warranty in Special Condition 8.1, the Buyer indemnifies the Seller for any Costs, damages, losses, liability, fees payable, expenses, arising out of said breach, and in addition the indemnity shall extend to cover all legal costs and disbursements (on a solicitor

and client basis) for any legal action resulting from said breach. This indemnity does not merge on Completion.

9. Damages for Delay

9.1 Buyer Delay

- (a) If the Buyer does not complete this Contract on the Date for Completion then, subject to Special Condition (c), on Completion the Buyer must pay to the Seller Interest on the sum of Price at the Interest Rate from but excluding the Date for Completion to and including the date of Completion.
- (b) This Special Condition 9 is an essential condition of the Contract.
- (c) The Buyer need not pay the Seller Interest under this Special Condition for any day that the Buyer's failure to complete the Contract is caused solely by the Seller.
- (d) The parties agree that the amounts payable under this Special Condition 9 are a genuine and honest pre-estimate of loss and damage expected to be suffered by the Seller for the delay in Completion.

10. Miscellaneous

10.1 Confidentiality

The Buyer must not disclose or provide to any person, and must not allow or permit any person, Representative or agent of the Buyer to disclose or provide to any person, any information or documents disclosed, divulged or made known to the Buyer:

- (a) under this Contract;
- (b) under this any pre-contractual negotiations;
- (c) about the Property; and
- (d) about the Seller;

unless:

- (e) the information or documents are in the public domain (unless the information or documents are in the public domain due to a breach of this Special Condition); or
- (f) the Seller consents in writing to the disclosure or provision; or
- (g) the disclose or provision is required for the Buyer to undertake due diligence, provided that the disclosure is made to bona fide independent consultants or information service providers for the purpose of undertaking due diligence, in which case the Buyer must ensure that the independent consultant or information service provider does not disclose or provide the information and documents.

10.2 Governing Law

- (a) This Contract is governed by the laws of the ACT.
- (b) Each party submits to the jurisdiction of the Courts and Tribunals of the ACT in relation to all matters relating to this Contract and the Property.
- (c) Each party irrevocably waives any objection to the venue of any proceedings where that venue falls within the ACT.

10.3 Severance of Special Conditions

If any Special Condition, Printed Term or other condition of this Contract is or becomes illegal, void, invalid or unenforceable in accordance with its terms, all other Special Conditions, Printed Terms and other conditions which are not illegal, void, invalid or unenforceable and are capable of separate enforcement without regard to the illegal, void, invalid or unenforceable Special Condition, Printed Term or other condition will be and continue to be valid and enforceable in accordance with their terms.

10.4 Waiver

The Seller does not waive any of its rights under this Contract unless it is in writing and signed by the Seller. Failure to exercise a right or remedy, or delay in doing so, cannot be interpreted as a waiver of the right of the Seller to that right or remedy.

10.5 Variation

This Contract can only be varied by agreement of both parties in writing and signed by each party (or a Solicitor on behalf of a relevant party).

10.6 Costs

Each party must pay its own legal and other Costs in relation to the preparation, negotiation, execution and Completion of this Contract, with the exception of stamp duty. This condition does not fetter the right of the Seller to claim Costs or damages where the Buyer is in breach of the Contract.

10.7 Remedies under Contract

The rights and remedies afforded to the Seller under this Contract do not fetter the remedies available at law.

10.8 Actions

The parties agree to execute and/or provide any document and undertake all actions reasonably necessary to give effect to the transactions contemplated by this Contract.

10.9 Indemnity

- (a) The Buyer indemnifies the Seller for any Costs, damages, losses, liability, fees payable, expenses, arising out of a breach by the Buyer of a condition or term of this Contract, and in addition the indemnity shall extend to cover all legal costs and disbursements (on a solicitor and client basis) for any legal action resulting from said breach.
- (b) All indemnities under this Contract do not merge on Completion or termination but continue to endure for the benefit of the party indemnified. The indemnified party need not incur expense or make a payment before enforcing rights under an indemnity.

10.10 Warranties

Warranties given by the Buyer under this Contract do not merge on Completion or termination but endure for the benefit of the Seller.

10.11 Counterparts

This Contract may be executed in a number of counterparts. All counterparts taken together constitute this Contract.

10.12 Stamp Duty

The Buyer is liable for any and all stamp duty (including interest, fines and penalty taxes) payable on this Contract, or any instrument giving effect to this Contract. The Buyer indemnifies the Seller against all Costs, damages, losses, liability, fees payable, expenses related to that stamp duty.

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Lawson Section 32 Block 1 on Deposited Plan 11268

Lease commenced on 15/04/2015, granted on 15/04/2015, term of 99 years

Area is 1077 square metres or thereabouts

Joint Tenants

Nimali Thilangani Wickramaratne

Asitha Charith Wickramaratne

of 19 Blizzard Circuit Forde ACT 2914

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 2180 Folio 85**

Purpose Clause: Refer Crown Lease

Market Value Lease: Applies For Term Of Lease

Memorandum of Provisions applies: Refer MOP 2000050

S.298 Planning and Development Act 2007: Current

Registered Date	Dealing Number	Description
10/02/2016	2012402	Mortgage to National Australia Bank Limited

End of interests

ADMINISTRATIVE INTERESTS

(This information is not guaranteed)

ACT Planning and Land Authority (ACTPLA) - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
53154497	Development Application	01/02/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	12/03/2010

Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

ACT Planning and Land Authority (ACTPLA) - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference	Type	Lodgement Date	Assessment	Status	Status Date
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Product	Title Details
Date/Time	24/09/2018 10:19AM
Customer Reference	5654
Order ID	20180924000564
Cost	\$30.00

Number			Track		
79700708	Development Application	17/11/2009	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/03/2010

Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

ACT Planning and Land Authority (ACTPLA) - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
124829291	Development Application	07/02/2013	MERIT TRACK - MAJOR NOTIFICATION	APPROVED	22/03/2013

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).

This is a market value lease -
s238(2) (a) (ii) Planning
and Development Act 2007

1104471

LEASE No



2180

Volume

85

Folio

CONDITIONS APPLICABLE

2,000,050

MOP (No.)

No

Annexure

AUSTRALIAN CAPITAL TERRITORY
CROWN LEASE

PLANNING AND DEVELOPMENT ACT 2007

AUSTRALIAN CAPITAL TERRITORY (PLANNING & LAND MANAGEMENT) ACT 1998 (C'th) ss. 29,30 & 31

THE PLANNING AND LAND AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE THE LAND FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

THE MEMORANDUM OF PROVISIONS (MOP) No. 2,000,050 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
LAWSON	32	1	11268	1077 square metres

2. LESSEE'S NAME AND ADDRESS

PENELOPE DAVY-WHYTE

UNIT 3, 15 DALMAN CRESCENT O'MALLEY ACT 2606

3. FORM OF TENANCY

SOLE PROPRIETOR

4. TERM

GRANT DATE: 15 April 2015 TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE

COMMENCEMENT DATE: 15 April 2015 EXPIRY DATE: 14 April 2114

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are:

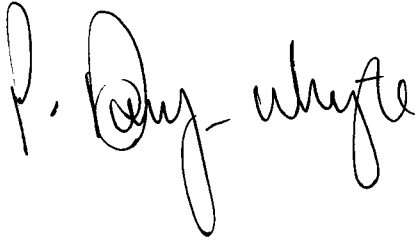
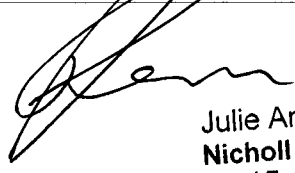
Section 298 of the Planning and Development Act 2007.



7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable


THIS DOCUMENT SHOULD BE PRESENTED TO THE ACT REVENUE OFFICE FOR NOTATION PRIOR TO LODGEMENT AT THE REGISTRAR-GENERAL'S OFFICE

8. EXECUTION

SIGNED BY PENELOPE DAVY-WHYTE	
	
	Julie Ann Reeve Nicholl & Co Lawyers Level 7, 17-21 University Ave Canberra ACT 2601
SIGNATURE OF LESSEE	SIGNATURE OF WITNESS
	NAME OF WITNESS (BLOCK LETTERS)

SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:	
	
SIGNATURE	SIGNATURE OF WITNESS
GABBIE FOSTER	SANDRA ALDRIDGE
NAME OF SIGNATORY (BLOCK LETTERS)	

OFFICE USE ONLY

EXAMINED	
VOLUME: FOLIO	
REGISTERED:	

DATE: 14 MAY 2015



ACT
Government

Justice and Community Safety

OFFICE OF REGULATION
ACT Justice and Community Safety

MOP

2000050

MEMORANDUM OF PROVISIONS

Form 049 - MOP

Land Titles Act 1925

This memorandum contains provisions that are intended for inclusion in instruments to be lodged for registration by:



LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Monica Saad	Environment and Sustainable Development Directorate, 16 Challis Street, Dickson ACT 2602	6207 2112


NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)
ENVIRONMENT AND SUSTAINABLE DEVELOPMENT DIRECTORATE

NATURE OF INSTRUMENT TYPE (For Example = Memorandum of Sublease)
--

MEMORANDUM OF PROVISIONS

<p>PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 - ANN - Annexure)</p> <p>I, Monica Saad, being a delegate of the Environment and Sustainable Development Directorate (ESDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising five (5) pages) is lodged on behalf of ESDD and contains provisions that are to be incorporated by reference in such Crown leases as referred to this memorandum.</p> <p>Memorandum of Provisions No. 2,000,050 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.</p>

EXECUTION	
Print full name of Applicant/Applicant's Solicitor MONICA SAAD  Signature or common seal of applicant Dated - 17 April 2014	Print full name and address of witness SHARON HARMER Environment & Sustainable Development Directorate Dame Pattie Menzies House 16 Challis Street DICKSON ACT 2602 Signature of witness  Dated - 17 April 2014

OFFICE USE ONLY			
Lodged by		Attachments / Annexures	
Data entered by			
Registered by		Registration Date	28 APR 2014

**AUSTRALIAN CAPITAL TERRITORY
LAND TITLES ACT 1925
Section 103A**

Memorandum Of Provisions

Memorandum of Provisions No.2,000,050

1. INTERPRETATION

IN THIS LEASE, unless the contrary intention appears, the following terms mean:

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' -
 - (a) means a Class 1 building, or a self-contained part of a Class 2 building, that:
 - (i) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (ii) does not have access from another building that is either a Class 1 building or the self-contained part of a Class 2 building; and
 - (b) includes any ancillary parts of the building and any Class 10a buildings associated with the building;

- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
- (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
 - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the Purpose specified in item 5;
- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
 - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

- 2.1 pay to the Authority the rent of 5 cents per annum if and when demanded;

BUILDING SUBJECT TO APPROVAL

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

COMPLETE CONSTRUCTION

- 2.3 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an approved development on the Land as approved by the Authority at a cost of not less than one hundred and eighty thousand dollars (\$180,000) per Dwelling;

UNDERGROUND FACILITIES

- 2.4 ensure that facilities for electrical and telephone cables are installed underground to a standard acceptable to the Authority;

PURPOSE

- 2.5 use the Land for the Purpose;

PRESERVATION OF TREES

- 2.6 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the Tree Protection Act 2005 applies, without the prior written approval of the Territory;

REPAIR AND MAINTAIN

- 2.7 repair and maintain the Premises to the satisfaction of the Authority;

RIGHT OF INSPECTION

- 2.8 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- 2.9 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

CLEAN AND TIDY

- 2.10 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.

3. MUTUAL OBLIGATIONS

The parties agree that:

OWNERSHIP OF MINERALS AND WATER

- 3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

FAILURE TO REPAIR AND MAINTAIN

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.7, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;

- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:

- (a) remove the Building; and
- (b) construct a new Building to a standard acceptable to the Authority according to approved plans;

within a specified period of not less than one month;

- 3.4 if the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

TERMINATION

- 3.5 if:

- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
- (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

- 3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under subclause 3.5 shall not be affected by:
- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
 - (b) any delay in exercising any right, power or remedy under the Lease;

FURTHER LEASE

- 3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

NOTICES

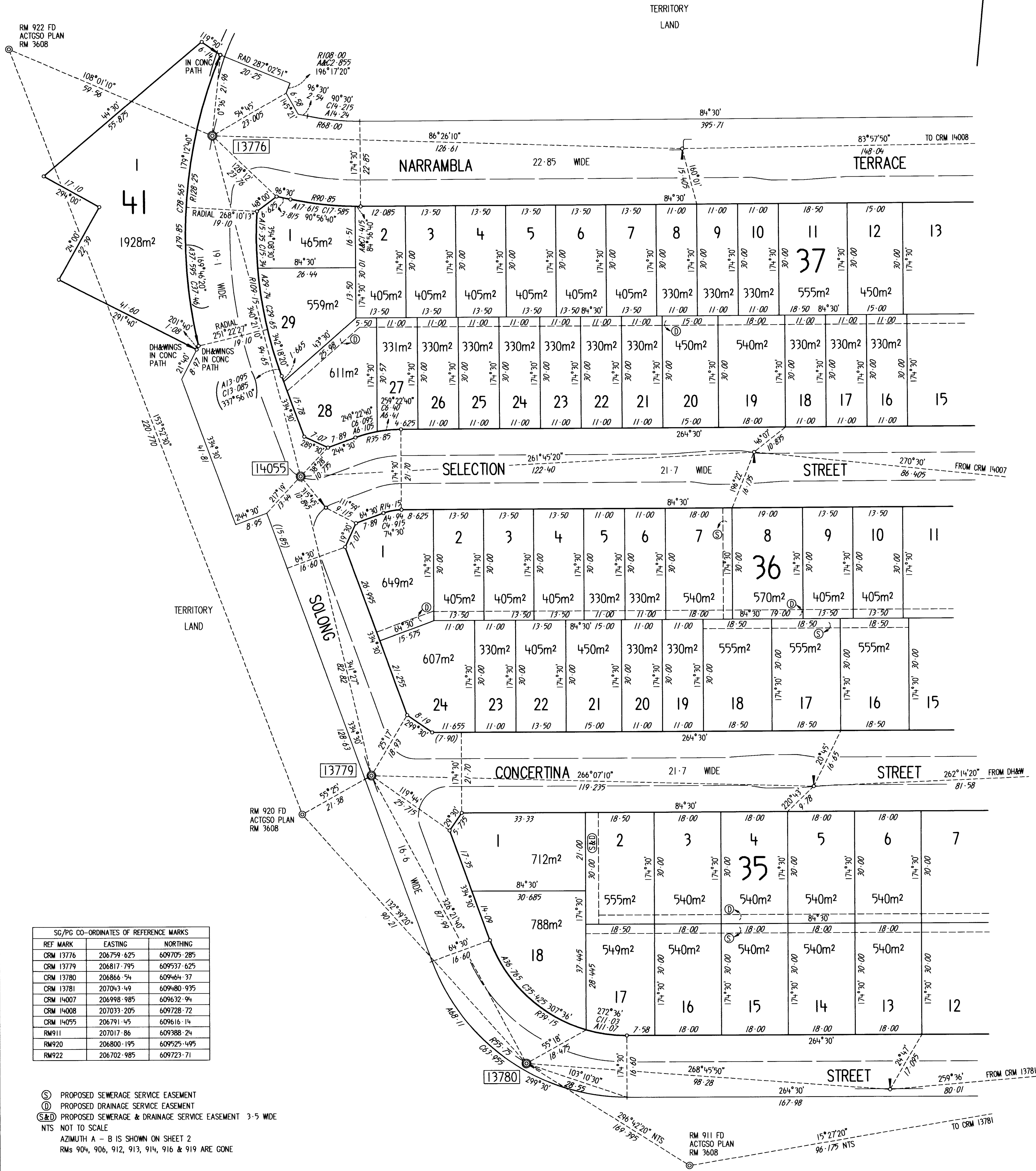
- 3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

EXERCISE OF POWERS

- 3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (a) the Authority;
 - (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



.....
Signed by **JIM CORRIGAN**)
a delegate authorised to execute this)
Memorandum of Provisions on behalf)
of the Commonwealth)



REF MARK	EASTING	NORTHING
CRM 13776	206759.625	609705.285
CRM 13779	206817.795	609537.625
CRM 13780	206866.54	609464.37
CRM 13781	207043.49	609480.935
CRM 14007	206998.985	609632.94
CRM 14008	207033.205	609728.72
CRM 14095	206791.45	609616.14
RM911	207017.86	609388.24
RM920	206800.195	609525.495
RM922	206702.985	609723.71

- ⊙ PROPOSED SEWERAGE SERVICE EASEMENT
- ⊕ PROPOSED DRAINAGE SERVICE EASEMENT
- ⊙⊕ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE
- NTS NOT TO SCALE
- AZIMUTH A - B IS SHOWN ON SHEET 2
- RMS 904, 906, 912, 913, 914, 916 & 919 ARE GONE

- REFERENCE MARKS
- ⊙ Denotes GIP in road - 1.83 radially from T-P
 - ⊕ C-B - 1.83 - T-P
 - ⊙ - PLAQUE IN KERB
 - ⊕ - DEEP DRIVEN ROD
 - ⊙ - DH&W IN KERB
 - (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)
 All easements are 2.5 metres wide
 (Except as otherwise shown)

MAIL McDONALD BARNESLEY Pty Ltd
 of PO BOX 54 JAMISON ACT 2614
 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on ... 27 NOVEMBER 2014 ...

(Signature) *J. Smith*
 19/12/14 Surveyor, Registered under the Surveyors Act 2007

I certify that this plan is the plan prepared in accordance with the Districts Act 2002

Jeff Brown 24-12-2014
 Surveyor-General of the ACT

PLAN OF
 BLOCK 1 SECTION 30, BLKS 1-7 SEC 32,
 BLKS 1-12 SEC 33, BLKS 1-13 SEC 34, BLKS 1-18 SEC 35,
 BLKS 1-24 SEC 36, BLKS 1-29 SEC 37 & BLK 1 SEC 41

DIVISION: LAWSON
 DISTRICT: BELCONNEN
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:600

0 10 20 30 40 50 METRES

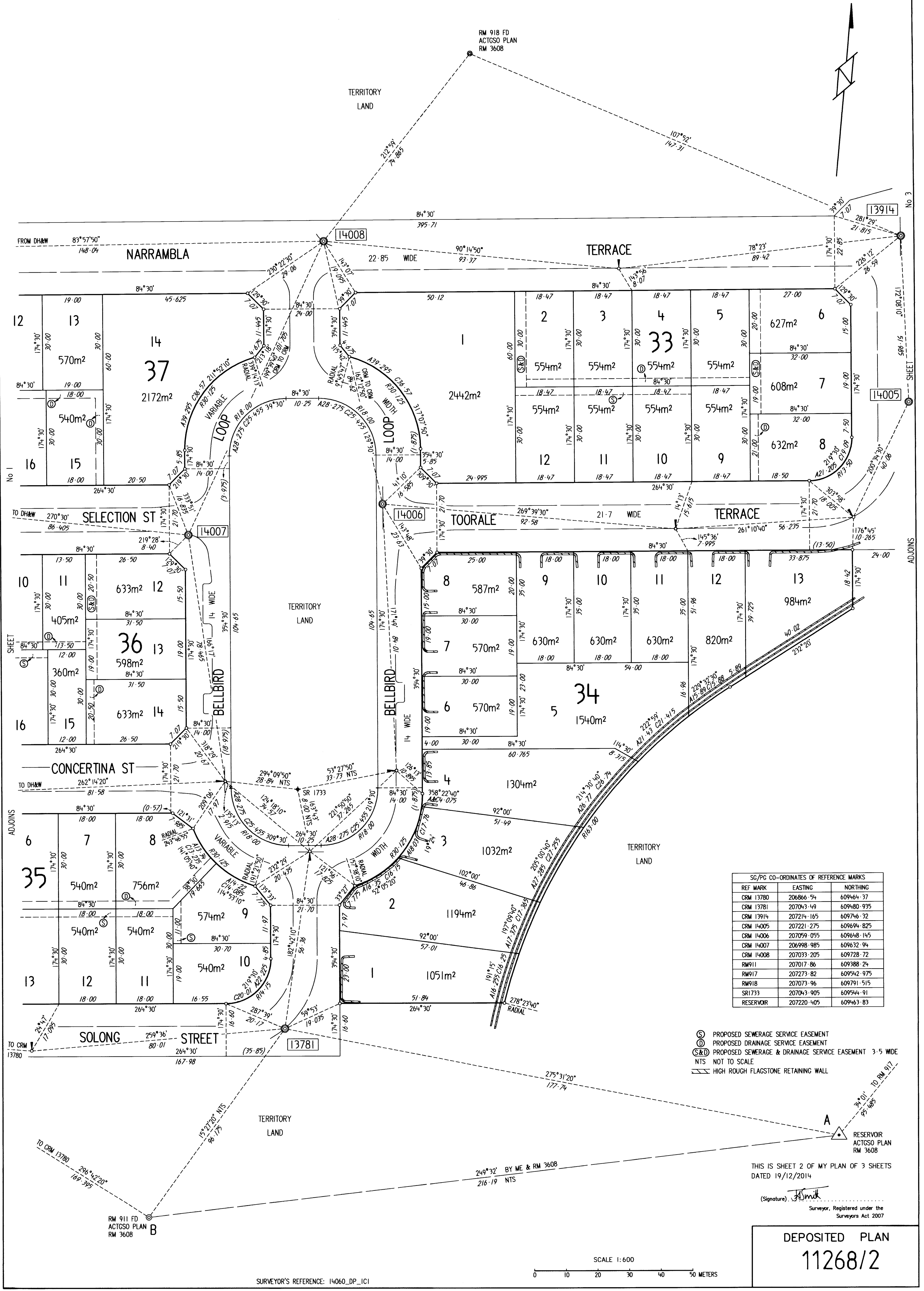
THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 24th day of January 2015 at 20 minutes past 9 o'clock in the forenoon

Approved *Brett Phillips*
 Registrar-General

DEPOSITED PLAN
 11268/1

No.2 SHEET ADJOINS



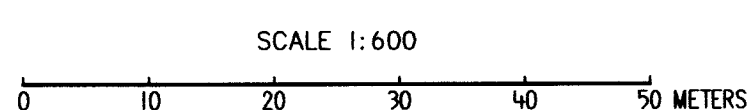
REF MARK	EASTING	NORTHING
CRM 13780	206866.54	609464.37
CRM 13781	207043.49	609480.935
CRM 13914	207214.165	609746.32
CRM 14005	207221.275	609694.825
CRM 14006	207059.055	609648.145
CRM 14007	206998.985	609632.94
CRM 14008	207033.205	609728.72
RM911	207017.86	609388.24
RM917	207273.82	609542.975
RM918	207073.96	609791.515
SR1733	207043.905	609544.91
RESERVOIR	207220.405	609463.83

- ⊙ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓛ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓢ&Ⓛ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3-5 WIDE
- NTS NOT TO SCALE
- ▬ HIGH ROUGH FLAGSTONE RETAINING WALL

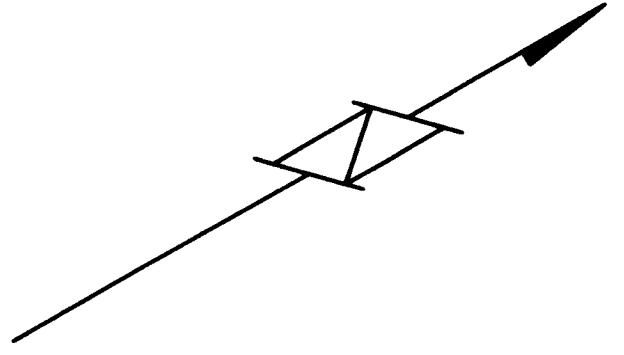
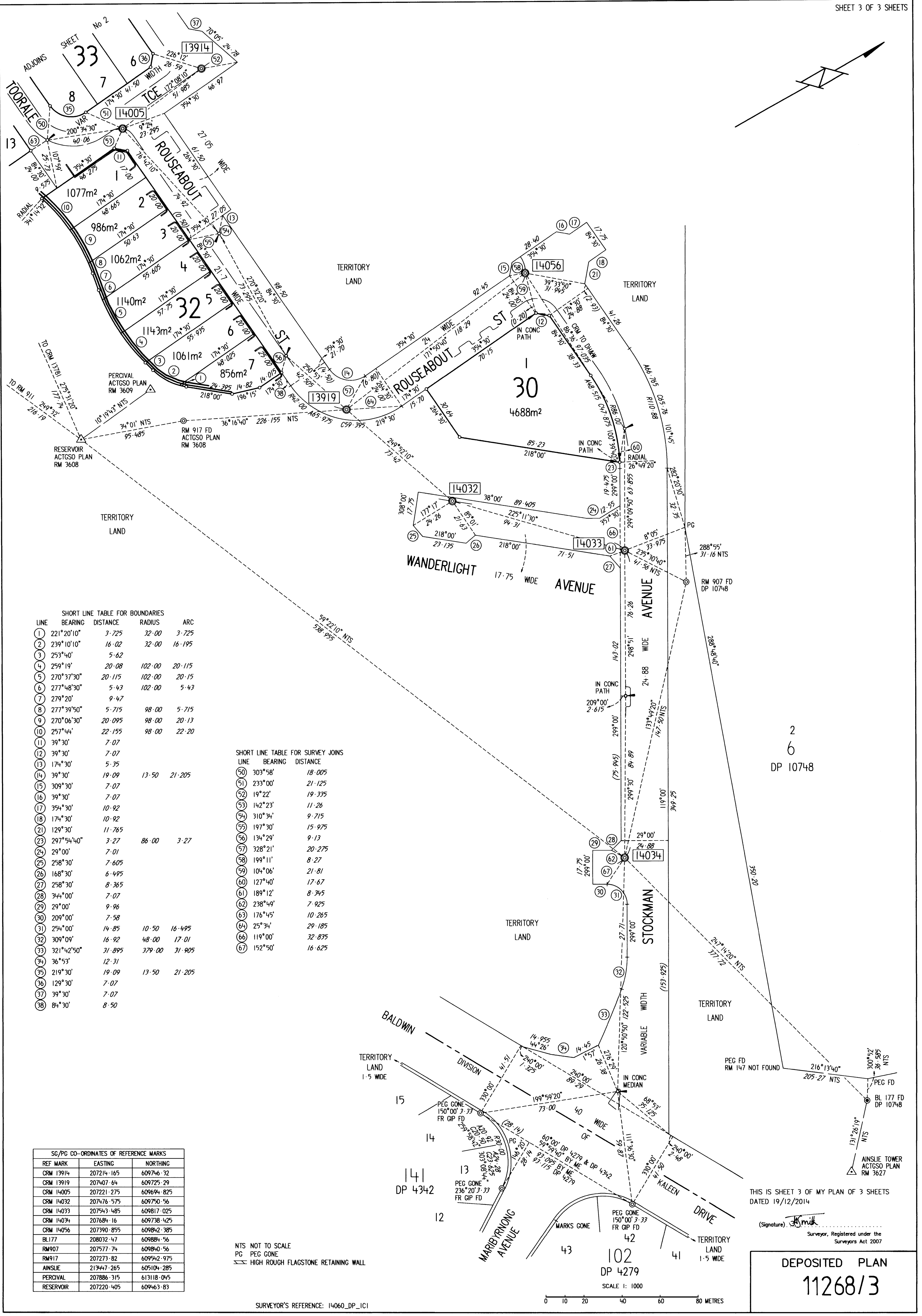
THIS IS SHEET 2 OF MY PLAN OF 3 SHEETS DATED 19/12/2014

(Signature) *J. Smith*
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
11268/2



SURVEYOR'S REFERENCE: 14060_DP_IC1



SHORT LINE TABLE FOR BOUNDARIES

LINE	BEARING	DISTANCE	RADIUS	ARC
1	221°20'10"	3.725	32.00	3.725
2	239°10'10"	16.02	32.00	16.195
3	253°40'	5.62		
4	259°19'	20.08	102.00	20.115
5	270°37'30"	20.115	102.00	20.15
6	277°48'30"	5.43	102.00	5.43
7	279°20'	9.47		
8	277°39'50"	5.715	98.00	5.715
9	270°06'30"	20.095	98.00	20.13
10	257°44'	22.155	98.00	22.20
11	39°30'	7.07		
12	39°30'	7.07		
13	174°30'	5.35		
14	39°30'	19.09	13.50	21.205
15	309°30'	7.07		
16	39°30'	7.07		
17	354°30'	10.92		
18	174°30'	10.92		
21	129°30'	11.765		
23	297°54'40"	3.27	86.00	3.27
24	29°00'	7.01		
25	258°30'	7.605		
26	168°30'	6.495		
27	258°30'	8.365		
28	344°00'	7.07		
29	29°00'	9.96		
30	209°00'	7.58		
31	254°00'	14.85	10.50	16.495
32	309°09'	16.92	48.00	17.01
33	321°42'50"	31.895	379.00	31.905
34	36°53'	12.31		
35	219°30'	19.09	13.50	21.205
36	129°30'	7.07		
37	39°30'	7.07		
38	84°30'	8.50		

SHORT LINE TABLE FOR SURVEY JOINS

LINE	BEARING	DISTANCE
50	303°58'	18.005
51	233°00'	21.125
52	19°22'	19.335
53	142°23'	11.26
54	310°34'	9.715
55	197°30'	15.975
56	134°29'	9.13
57	328°21'	20.275
58	199°11'	8.27
59	104°06'	21.81
60	127°40'	17.67
61	189°12'	8.345
62	238°49'	7.925
63	176°45'	10.265
64	25°34'	29.185
66	119°00'	32.835
67	152°50'	16.625

SG/PG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING
CRM 13914	207214.165	609746.32
CRM 13919	207407.64	609725.29
CRM 14005	207221.275	609694.825
CRM 14032	207476.575	609750.56
CRM 14033	207543.485	609817.025
CRM 14034	207684.16	609738.425
CRM 14056	207390.855	609842.385
BL177	208032.47	609884.56
RM907	207577.74	609840.56
RM917	207273.82	609542.975
AINSLIE	213447.265	605104.285
PERCIVAL	207886.315	613118.045
RESERVOIR	207220.405	609463.83

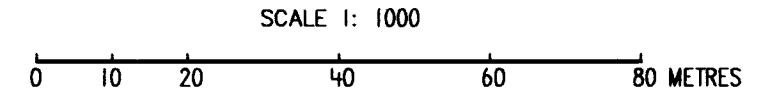
NTS NOT TO SCALE
 PG PEG GONE
 HIGH ROUGH FLAGSTONE RETAINING WALL

2
6
DP 10748

THIS IS SHEET 3 OF MY PLAN OF 3 SHEETS DATED 19/12/2014

(Signature) *J. Smith*
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
11268/3



SURVEYOR'S REFERENCE: 14060_DP_1C1



CUSTOMER SERVICE CENTRE
 DAME PATTIE MENZIES HOUSE
 16 CHALLIS STREET
 DICKSON ACT 2602

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	0	Block	1	Section	32	Suburb	LAWSON
-------------	----------	--------------	----------	----------------	-----------	---------------	---------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	()	(X)
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>	(X)	()
Certificate Number:		Dated:

Please Note: There is a breach of the Completion Covenant Date within the Crown Lease. An Extension of Time Application needs to be submitted.

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Customer Service Centre

Date: 26-SEP-18 14:21:19

Applicant's Name :

E-mail Address :

Client Reference :

Lexmerca

5654

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au For further information, please contact the Lease Conveyancing Officer on 62071923



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

26-SEP-2018 14:21

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 12

INFORMATION ABOUT THE PROPERTY

LAWSON Section 32/Block 1

Area(m2): 1,077.6

Unimproved Value: \$653,000

Year: 2018

Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

26-SEP-2018 14:21

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 12

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

26-SEP-2018 14:21

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 12

Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

-- Application Details -----

Description

NONR-ACTEWAGL-PERIMETER FENCE. The replacement and expansion of the existing perimeter fence at the ActewAGL Lawson South electrical substation. The proposal involves the construction of a new intruder resistant fence and security measures to comply with National Guidelines (ENA DOC 015-2006).

-- Site Details -----

District	Division	Section	Block(s)	Unit
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Application	DA201223011	Lodged	07-FEB-13	Type	See Subclass
Belconnen		Lawson		5	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3

-- Involved Parties -----



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Application DA201223011 **Lodged** 07-FEB-13 **Type** See Subclass

Role	Name
Lessee	Land Development Agency
Lessee	Actewagl Distribution
Applicant	Ghd Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approved



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Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

-- Application Details -----

Description

Public Works - Upgrade of the existing intersection at Ginninderra Drive & Allawoona Street; to include stub of new road and signalisation of the intersection for new suburb Lawson.

-- Site Details -----

District	Division	Section	Block(s)	Unit
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Application	DA200916325	Lodged	01-FEB-10	Type	See Subclass
Belconnen		Bruce		3	1-1
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3

-- Involved Parties -----



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Application DA200916325 **Lodged** 01-FEB-10 **Type** See Subclass

Role	Name
Lessee	Land Development Agency
Lessee	Territory And Municipal Servic
Lessee	University Of Canberra
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA200916010 **Lodged** 17-NOV-09 **Type** See Subclass

-- Application Details -----

Description

Public Works - Upgrade of the intersection at Baldwin Drive/Maribyrnong Avenue, Kaleen to include stub of new road and signalisation of the intersection.

-- Site Details -----

District	Division	Section	Block(s)	Unit
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Application	DA200916010	Lodged	17-NOV-09	Type	See Subclass
Belconnen		Lawson		13	2-2
Belconnen		Lawson		13	3-3
Belconnen		Lawson		21	1-3
Belconnen		Lawson		22	1-2
Belconnen		Lawson		23	1-11
Belconnen		Lawson		24	1-10
Belconnen		Lawson		25	1-10
Belconnen		Lawson		26	1-19
Belconnen		Lawson		27	1-25
Belconnen		Lawson		28	1-2
Belconnen		Lawson		29	1-1
Belconnen		Lawson		30	1-1
Belconnen		Lawson		31	1-8
Belconnen		Lawson		32	1-7
Belconnen		Lawson		33	1-12
Belconnen		Lawson		34	1-13
Belconnen		Lawson		35	1-18
Belconnen		Lawson		36	1-24
Belconnen		Lawson		37	1-29
Belconnen		Lawson		38	1-1
Belconnen		Lawson		39	1-2
Belconnen		Lawson		40	1-3
Belconnen		Lawson		41	1-1
Belconnen		Lawson		42	1-1
Belconnen		Lawson		43	1-2
Belconnen		Lawson		44	1-1
Belconnen		Lawson		45	1-1
Belconnen		Lawson		45	1-17
Belconnen		Lawson		46	1-1
Belconnen		Lawson		47	1-3

-- Involved Parties -----



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Application DA200916010 **Lodged** 17-NOV-09 **Type** See Subclass

Role	Name
Lessee	Territory And Municipal Servic
Lessee	Land Development Agency
Applicant	Act Procurement Solutions

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
13	3	201834093	Estate Development Plan for Lawson South Stage 2 - the proposal is for the creation of: 1 CZ5 Mixed Use commercial block (to cater for a maximum of 138 dwellings); 2 CFZ Community Facility blocks; 4 RZ5 High Density Residential blocks (to cater for a maximum of 550 dwellings); 4 RZ4 Medium Density Residential blocks (to cater for a maximum of 252 dwellings); and associated earthworks, roads, utility services, footpaths, landscaping, urban open space and offsite works. The proposal also includes ongoing provisions to be included in the Lawson South Precinct Map & Code.	Refused	24-SEP-18

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.



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ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

----- END OF REPORT -----

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965-1979	1980-1984	1985-1989 [†]
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	53%	23%	15%	0%

*Results of 2006 Asbestos Survey of 1016 ACT homes. †One MCA was found in a 1985 house supporting roof tiles on a gable end.

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

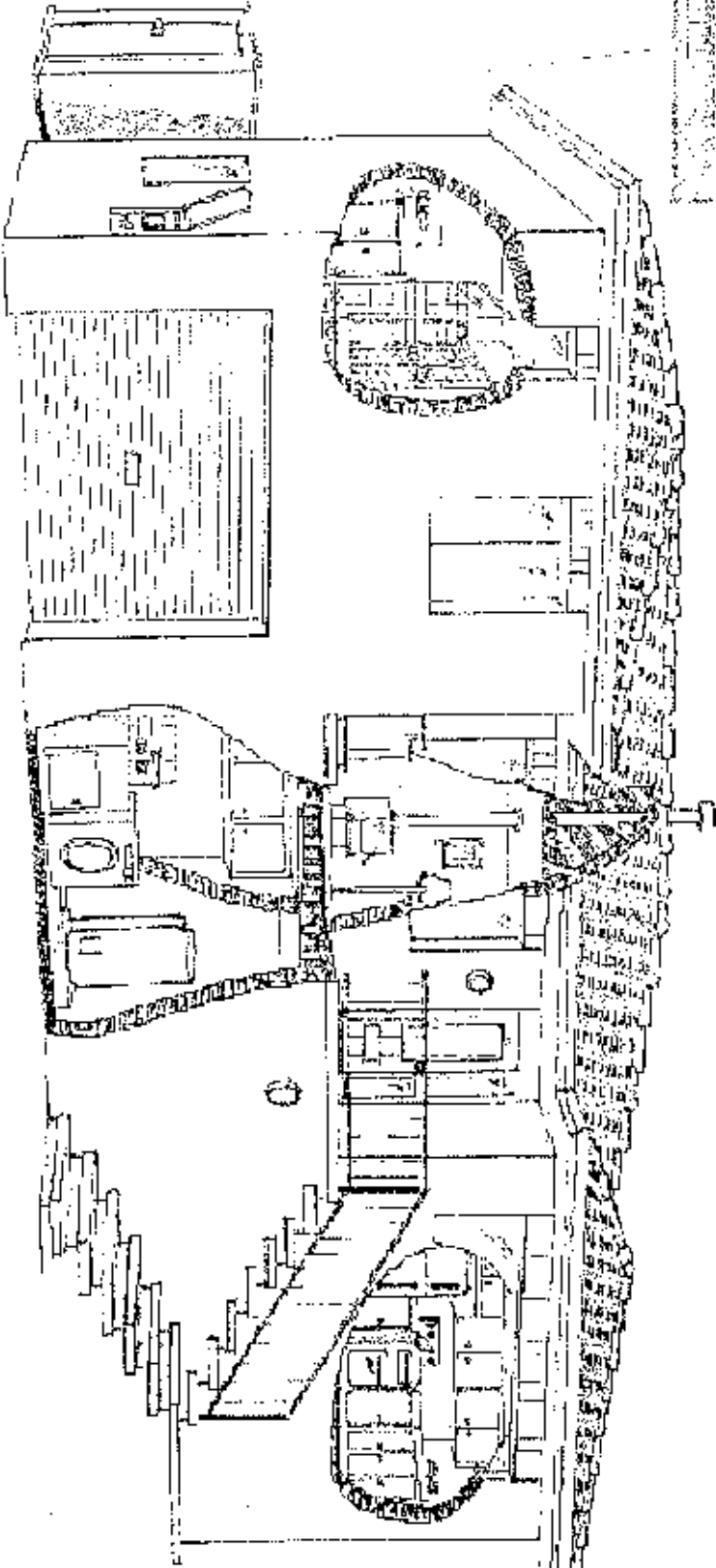
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

COMMON SENSE HOMEOWNERS GUIDE TO ASBESTOS CONTAMINATION ACT IOMES

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



Asbestos Awareness,
Helping everyone breathe easier.

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name		
	ABN		Phone
	Business address		
	Email		
Residential Withholding Tax	Supplier's portion of the RW Amount:	\$	
	RW Percentage:		%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):	\$	
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$	
Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract;
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;

- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed;

Compliance Certificate means a certificate issued for the Lease under section 296 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6;

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Unit has the meaning in the Unit Titles Act; in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning and Development Act 2007* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Section 119 Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT)

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller's property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the

unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.

4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.

4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.

5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

- 5.2.1 signing the transfer;
- 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
- 5.2.3 stamping the transfer by the Buyer (if applicable),

and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
- 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
- 6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

- 6.2.3 rescind; or
- 6.2.4 complete and sue the Seller for damages.

6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
- 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;

- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.

7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

8.1 Subject to clause 8.2:

- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

9.2.2 completed the tenancy summary on page 2 of this Contract.

9.3 If the Property is sold subject to a tenancy:

9.3.1 the Seller warrants that except as disclosed in this Contract:

- (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
- (b) if applicable, the Seller has complied with the Residential Tenancies Act;
- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

- 9.3.2 The Seller must hand to the Buyer on Completion:
- (a) any written Tenancy Agreement to which this Contract is subject;
 - (b) a notice of allotment;
 - (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
 - (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.
- 9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
- 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and
 - 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
- 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or

money to be spent on or in relation to the Property or the Lease;

- 12.1.2 obtain approval for any Development conducted on the Land;
- 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
- 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
- 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Compliance Certificate

- 13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:
- 13.1.1 the Lease does not contain a Building and Development Provision; or
 - 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
 - 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.
- 13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:
- 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
 - 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14. Off the plan purchase

- 14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached,

15. Goods

- 15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.
- 15.2 The Goods are included in the Price.
- 15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.
- 15.4 The Goods become the Buyer's property on Completion.
- 15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
- 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
- 16.1.2 if the error is not corrected before Completion:
- (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
- (b) for an error that is not material — complete this Contract and make a claim for compensation.
- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
- (a) the total amount claimed exceeds 5% of the Price;
- (b) the Seller gives notice to the Buyer of an intention to rescind; and

- (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and
- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
- (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
- (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
- 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
- 19.1.1 sue the Buyer for breach; or
- 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

* As far as necessary
 ** As far as necessary

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller interest on the Price at the rate of %* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
- 22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
- 22.1.3 the amount of \$440.00* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
- 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.
- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (**Relevant Party**) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
- 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:
- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
- (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

* Insert percentage

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(e) is amended to read "the Buyer does not give notice

to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89.

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
- (a) as set out in Schedule 4 to the Unit Titles Management Act; or
 - (b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
 - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.
- 34. Damage or destruction before Completion**
- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.
- 35. Notice to Owners Corporation**
- 35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.
- 36. Section 119 Certificate**
- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.
- 37. Unregistered Units Plan**
- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
 - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
- 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
- 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 38.2.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Date of this Contract;
 - (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.
- 39.2 The Buyer may, by written notice given to the Seller:
- 39.2.1 tell the Seller:
 - (a) about the breach; and
 - (b) that the Buyer will complete this Contract; and
 - 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 39.3.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
- 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement

of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
- 48.2.2 state the name and address of:
- (a) the body corporate of the scheme; or
- (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
- 48.2.5 be signed by the Seller or a person authorised by the Seller; and
- 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
- 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 51.1 In this clause 51 the following words have the following meanings:

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding

Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;
no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the

Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14⁶ days after service of the Default Notice (excluding the date of service).

⁶ Alter as necessary

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 53.1 In this clause 53 the following words have the following meanings:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.