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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
		50	3866	2	62	Kingston
		and known as 50/11 Trevillian Quay, Kingston				
SELLER	Full name ACN/ABN Address	**Catherine Jane Rebecca Mann & Dennis Demosthenis Toulis** 113 La Perouse Street NARRABUNDAH ACT 2604				
SELLER SOLICITOR	Firm	Meyer Vandenberg, Lawyers				
	Ref	Kim Cosgrove:1302380				
	Phone	(02) 6279 4444				
	Fax	(02) 6279 4455				
	DX/Address	GPO Box 764, Canberra ACT 2601 DX 5647, Canberra				
STAKEHOLDER	Name	Maria Selleck Properties Trust Account				
SELLER AGENT	Firm	Maria Selleck				
	Ref	Maria Selleck				
	Phone	02 6162 1234				
	Fax	02 6166 8803				
	DX/Address	PO Box 3789 MANUKA ACT 2603				
RESTRICTION ON TRANSFER	Mark one	◉ Nil ○ s. 251 ○ s. 265 ○ s. 298				
OCCUPANCY	Mark one	◉ Vacant Possession ○ Subject to tenancy				
BREACH OF COVENANT OR UNIT ARTICLES	Description (*Insert other breaches*)	As disclosed in the Required Documents				
GOODS	Description	Fixed floor coverings, light fittings, window treatments, dishwasher, remote for garage and dryer as inspected				
DATE FOR COMPLETION		On or before 30 days from the date of this contract				

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 Less Deposit Balance	(GST inclusive unless otherwise specified) (10% of Price)
DATE OF THIS CONTRACT		

DRAFT
NOT FOR EXCHANGE

CO-OWNERSHIP	Mark one (*Show shares*)	○ Joint tenants ○ 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 signature	Buyer Witness signature

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REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)

The following marked documents are attached as required by the Property Act 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 s. 9(2)(a)(ii) or s. 9(2)(a)(iii) of the 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 a Unit (unless it is an "off-the-plan purchase"):
- ☒ 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 75 Certificate
- ☒ registered variations to the articles of the Owners Corporation

GST

- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Buyer and Seller agree to apply margin scheme

ANNEXURES

- ☐ Annexure A - Subject to Finance
- ☐ Annexure B - Part Deposit
- ☒ Annexure C - Unit Title

INVOICES

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

TENANCY

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

ASBESTOS

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

TENANCY SUMMARY

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

☐ **UNIT TITLE (Annexure C applies)**

MANAGING AGENT DETAILS (or if there is no managing agent, secretary details)

Name	
Address	
Phone	

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COOLING OFF PERIOD
(for residential property only)

1 **The Buyer may rescind this Contract at any time before 5 p.m. on the 5th working 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 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* or the *Leases (Commercial & Retail) Act 2001*.

2 If a consent to transfer is required by law, see cl. 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 this Contract. 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.**

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

Agent has the meaning in the Property Act;

Balance of the Price the Price less the Deposit;

Breach of Covenant

- 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);
- an Unapproved Structure;

Building Act the *Building Act 2004*;

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

Building Conveyancing Inquiry Document has the meaning in the Property Act;

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

Business Day 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 Property Act;

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

Completion the time at which this Contract is completed;

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

Covenant includes restrictive covenant;

Default Notice a notice in accordance with cl. 18.5 and cl. 18.6;

Deposit the deposit forming part of the Price;

Development has the meaning in the Planning Act;

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

Energy Efficiency Rating Statement has the meaning in the Property Act;

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

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

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

Income rents and profits derived from the Property;

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

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

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

Lease Conveyancing Inquiry Document has the meaning in the Property Act;

Liability of the Owners Corporation 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 Act;

Notice to Complete a notice in accordance with cl. 18.1 and cl. 18.2 requiring a party to complete;

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

Pest Inspection Report has the meaning in the Property Act;

Pest Treatment Certificate has the meaning in the Property Act;

Planning Act the *Planning and Development Act 2007*

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Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the *Residential Tenancies Act 1997*;

Property 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;

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

Required Documents has the meaning in the Property Act and includes a Section 75 Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Property Act;

Section 75 Certificate a certificate for the Unit issued under s. 75 of the Unit Titles Act;

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

Sinking Fund the fund for the Unit established under s. 61 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 Property Act;

Unit 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;

Units Plan 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*;

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

Unit Titles Act the *Unit Titles Act 2001*.

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 2001*;
- 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 cl. 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 cash 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 cl. 2.3, then immediately and without the notice otherwise necessary under cl. 18, cl. 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 $2,000).

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

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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 s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 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 s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 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 cl. 4.2, cl. 4.3 or cl. 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 cl. 21 applies.

5 Particulars of title and submission of transfer

5.1 Unless cl. 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 executed by the Seller in the form prescribed by the *Land Titles Act 1925* to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

5.2.1 signing;

5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and

5.2.3 stamping by the Buyer,

and the Buyer must immediately return the transfer 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

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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; and

7.2.6 there will be no Breach of Covenant except as disclosed in this Contract.

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 cl. 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.

8.1.3 If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the parties agree that the adjustment under this Clause be effected on the Date for Completion rather than the actual date of 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.

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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 s. 18 of the 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.

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 1997*;

(b) if applicable, the Seller has complied with the *Residential Tenancies Act 1997*;

(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;

(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 attornment;

(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;

(d) if applicable, any other notice required to be signed by the Seller under the *Residential Tenancies Act 1997*.

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.

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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 not subject to any condition under s.296(3) of the Planning Act 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 cl. 4.2; or

13.1.3 an unconditional 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 an unconditional 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 unqualified 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 cl. 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 plans and specifications attached and which are:

Mark one

☐ approved

☐ to be approved

under the Building Act and the Planning Act (as applicable).

14.2 If at the Date of this Contract the plans and specifications referred to in cl. 14.1 are to be approved, this Contract is subject to the Seller obtaining the approval referred to in that clause within 60* days of the Date of this Contract. If the Seller has not already done so the Seller must:

**Alter as necessary*

(a) make an application to the appropriate authority for approval of the plans and specifications;

(b) diligently pursue that application;

(c) do everything reasonably necessary;

(d) pay any application fee; and

(e) supply all information required by the proper authority,

to obtain approval of the plans and specifications within 60* days of the Date of this Contract. If the approval is not obtained within that time, the Buyer may rescind and cl. 21 applies. The Buyer has no right to rescind this Contract once the plans and specifications are approved.

**Alter as necessary*

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.

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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 Subject to the Property Act, the Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) for an error of any kind or misdescription if the Buyer makes a claim for compensation before Completion.

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 cl. 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 cl. 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 10% 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;

(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 cl. 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.

**Alter as necessary*

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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 must:

18.6.1 specify the default; and

18.6.2 require the party served with the Default Notice to rectify the default within 14* days after service of the Default Notice (excluding the date of service).

*Alter as necessary

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 Cl. 19 or cl. 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 cl. 18.2 and cl. 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 cl. 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 s. 15 of the 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.

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 NIL % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

*Insert percentage

22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of

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*Insert percentage

10 % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

*Alter as necessary

22.1.3 the amount of $300* 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 cl. 22.1.1 or cl. 22.1.2 the party at fault must pay the amount specified in cl. 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 cl 22.1.1 or cl 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.*

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 cl. 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 cl. 24.4.5(a).

24.5 If this Contract says the Buyer and Seller agree that the margin scheme applies to the supply of the Property, the Seller warrants that it can use the margin scheme and promises that it will.

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.

24.7 On Completion the Seller must give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

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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:

(a) leave it at; or

(b) 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

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

(d) 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

(e) 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.

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THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY
Contract for Sale
ANNEXURE "C"
UNIT TITLE

Date for Registration of Units Plan:

C1 Definitions and interpretation

C1.1 A reference in this Annexure to a section or Part is a reference to a section or Part of the Unit Titles Act.

C1.2 For the purposes of a claim for compensation pursuant to clause C12, the provisions of clause 17 will apply provided that clause 17.1.1 (c) 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".

C2 Title to the Unit

C2.1 Cl. 3.1, cl. 3.2 and cl. 3.3 do not apply.

C2.2 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.

C2.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

C3 Buyer rights limited

C3.1 In addition to cl. 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 articles of the Owners Corporation disclosed in this Contract.

C4 Adjustment of contribution

C4.1 Any adjustment under cl. 8 must include an adjustment of the contributions to the Owners Corporation under s. 60 and s. 64 of the Unit Titles Act.

C5 Inspection of Unit

C5.1 For the purposes of cl. 10.1 Property includes the Common Property.

C6 Seller warranties

C6.1 The Seller warrants that at the Date of this Contract:

C6.1.1 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;

C6.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause C6.1.1 applies;

C6.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owner's Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

C6.1.4 the Owners Corporation records do not disclose any liabilities of the Owner's Corporation to which the warranty in clause C6.1.3 applies;

C6.1.5 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;

C6.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under s. 60 and s. 64; and

C6.1.7 except for an unregistered Units Plan, the articles of the Owners Corporation are as set out in Schedules 1, 2 and 3 to the Unit Titles Regulations (as appropriate) except for any alteration to those articles registered under s. 128.

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C6.2 For clauses C6.1.1 to C6.1.4 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.

C6.3 The Seller warrants that at Completion:

C6.3.1 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.

C6.4 For the purposes of cl. 7, Property includes the Common Property.

C6.5 These warranties are in addition to those given in cl. 7.

C7 Damage or destruction before Completion

C7.1 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 cl. 21 applies

C7.2 For the purposes of cl. C7.1, 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.

C8 Notice to Owners Corporation

C8.1 The parties must comply with the articles of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

C9 Section 75 Certificate

C9.1 On Completion the Buyer must pay to the Seller the fee prescribed under the Unit Titles Regulations for the Section 75 Certificate attached.

C10 Unregistered Units Plan

C10.1 This clause applies if at the Date of this Contract, the Units Plan has not been registered and a date for registration of the Units Plan is specified in this Annexure.

C10.2 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.

C10.3 If the Units Plan is not registered by the date specified in this Annexure, 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 the expiry of the time in the notice rescind and cl. 21 will apply.

C10.4 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.

C10.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

C10.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

C10.5.2 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 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.

C10.6 After the Owners Corporation has been constituted under s. 38, the Seller must cause the Owners Corporation to comply with the articles of the Owners Corporation and with Parts 5, 6 and 8 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.

C10.7 The Seller must not permit the Owners Corporation to vary the articles of the Owners Corporation from those set out in Schedules 1, 2 and 3 to the Unit Titles Regulations (as appropriate).

C10.8 If cl. C10.1 applies, the Seller must give the Buyer a Section 75 Certificate at the Buyer's expense at least 7 days before Completion.

C11 Cancellation of Contract

C11.1 The Buyer may, by notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses C6.1.1, C6.1.2, C6.1.3, C6.1.4 or C6.3.1, were this Contract completed at the time it is cancelled.

C11.2 A notice under clause C11.1 must be given:

C11.2.1 if this Contract is entered before the Units Plan for the Unit is registered -

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not later than 3 days before the Buyer is required to complete this Contract; or

C11.2.2 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.

C11.3 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.

C12 Claims for Compensation

C12.1 This clause C12 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 C6.1.1, C6.1.2, C6.1.3, C6.1.4 or C6.3.1 were this Contract to be completed.

C12.2 The Buyer may, by notice given to the Seller:

C12.2.1 tell the Seller:

(a) about the breach; and

(b) that the Buyer will complete this Contract; and

C12.2.2 claim compensation for the breach.

C12.3 A notice under cl. C12.2 must be given:

C12.3.1 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

C12.3.2 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.

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THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY
Special Conditions for Contract for Sale of a Unit

This Contract is amended as follows:

1. Clause 1 Definitions and Interpretation

1.1 In the definition of "Liability of the Owners Corporation" delete "Unit Titles Act" and substitute "Unit Titles Management Act";

1.2 In the definition of "Owners Corporation" delete "Unit Titles Act" and substitute "Unit Titles Management Act";

1.3 In the definition of Required Documents add the words "or Section 119 Certificate" after "75 Certificate";

1.4 Insert a definition for Section 119 Certificate as follows:

"Section 119 Certificate means a certificate for the Unit issued under S119 of the Unit Titles Management Act."

1.5 In the definition of "Section 75 Certificate" insert after "Unit Titles Act" the words "effective immediately prior to 30 March 2012".

1.6 In the definition of "Sinking Fund" delete "s.61 of the Unit Titles Act" and substitute "s.81 of the Unit Titles Management Act";

1.7 Insert a definition of Unit Titles (Management) Act as follows:

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

1.8 Insert a definition of Unit Titles Regulations as follows:

"Unit Titles Regulations means the *Unit Titles Regulation 2001* made under the Unit Titles Act effective immediately prior to 30 March 2012."

2 Annexure C

2.1 In clause C 1.1 delete "Unit Titles Act" and substitute "Unit Titles Management Act".

2.2 In clause C4.1 delete "s.60 and s.64 of the Unit Titles Act" and substitute "s.78 and s.89";

2.3 In clause C6.1.6 delete "s.60 and s.64" and substitute "s.78 and s.89";

2.4 In clause C6.1.7 delete the entire clause and substitute the following:

"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 s108."

2.5 In clause C8.1 delete "articles" and substitute "rules".

2.6 In clause C9;

(a) amend the clause heading to "Section 75/Section 119 Certificate"; and

(b) delete the entire clause and substitute with:

"C9.1 On Completion the Buyer must pay to the Seller the fee:

C9.1.1 prescribed under the Unit Titles Regulations for the certificate attached where the certificate attached is a Section 75 Certificate prepared prior to 30 March 2012; or

C9.1.2 as determined by the Minister pursuant to s.119(5) of the Unit Titles Management Act for the certificate attached where the certificate attached is a Section 119 Certificate.

2.7 In clause C10.6;

(a) delete "s.38" and substitute "s.8";

(b) delete "Parts 5, 6 and 8" and substitute "Parts 2, 3, 4, 5 and 7"; and

(c) delete "articles" and substitute "rules".

2.8 In clause 10.7;

(a) Delete "Schedules 1, 2 and 3 to the Unit Titles Regulations (as appropriate)" and substitute "Schedule 4 of the of the Units Title Management Act"; and

(b) Delete "articles" and substitute "rules".

2.9 In clause 10.8 delete "75" and substitute "119".