

SUBURBAN LAND AGENCY
FIRST GRANT CONTRACT – LAND READY
SCHEDULE



DATE OF THIS CONTRACT		2020		
LAND		Block	Section	Division/District
				Throsby
STAGE		as described in the Housing Development Guide.		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 13</i>	<input type="checkbox"/> Tenants in common <i>(Show shares)</i>		<input type="checkbox"/> Joint Tenants
CROWN LEASE ELECTION		<input checked="" type="checkbox"/> Standard Lease		
SELLER	Full name ABN Address	Suburban Land Agency 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	Clayton Utz		
	Ref	Carol Axiotis / Danielle Mildren		
	Phone	02 6279 4036		
	Fax	02 6279 4099		
	Address	Level 10, 2 Phillip Law St Canberra ACT 2601		
	Email	conveyancing@claytonutz.com		
BUYER	Full Name ACN/ABN Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
RESIDENTIAL WITHHOLDING TAX		New Residential Premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Potential Residential Land?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		RW Amount required to be paid?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
PRICE	Price Less Deposit Balance	(The Price is GST inclusive) (5% of Price) – see clause 2		
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	<i>See clause 3</i>	60 days after the Date for Completion		
DATE FOR COMPLETION		On or before 60 days after the Date of this Contract		
STANDARD ANNEXURES	<i>Documents annexed to this Contract</i>	Annexure A – Housing Development Guide; Annexure B – Specimen Crown Lease; Annexure C – Deposited Plan; Annexure D – Site Classification Certificate; Annexure E - Landscape Guidelines		
SPECIAL CONDITIONS	<i>Indicate if special conditions apply</i>	<input checked="" type="checkbox"/> Yes Annexure F		<input type="checkbox"/> No
READ THIS BEFORE SIGNING				
Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.				
Authorised Delegate of the Suburban Land Agency signature:		Buyer signature:		
Delegate name:		Buyer name:		
Witness signature:		Buyer signature:		
Witness name:		Buyer name:		
		Witness signature:		
		Witness name:		

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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	Suburban Land Agency		
	ABN	27 105 505 367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email	conveyancing@claytonutz.com		
Residential Withholding Tax	Supplier's portion of the RW Amount:	100%		
	RW Percentage:	7 %		
	RW Amount (i.e. 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"/> Yes <input checked="" type="checkbox"/> No		
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$		
	Other details (including those required by regulation or the ATO forms):			

1 GRANT OF THE LEASE

- 1.1 The Seller will procure the grant of the Lease to the Buyer on Completion.
- 1.2 The Lease will be granted substantially upon the terms and conditions of the Specimen Crown Lease.

2 TERMS OF PAYMENT – STANDARD LEASE

- 2.1 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque.
- 2.2 On the Date of this Contract, the Buyer must pay the Deposit to the Seller.
- 2.3 The Deposit is released to the Seller (when paid) and becomes the Seller's property absolutely (being part payment of the Price).
- 2.4 If the Deposit is:
 - (a) not paid on time and in accordance with clause 2.3; or
 - (b) 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 24) and clause 25 applies.
- 2.5 If the Seller does not terminate this Contract in accordance with clause 2.4, then this Contract remains on foot, subject to this clause 2.5, until the Seller terminates the Contract pursuant to clause 2.4.
- 2.6 This clause 2 is for the benefit of the Seller and the obligations imposed on the Buyer by this clause 2 are essential. The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence, waiver or extension of time by the Seller to the Buyer.
- 2.7 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 If the Contract is:
 - (a) rescinded; or
 - (b) terminated due to the default of the Seller, and the Buyer is entitled to a refund of the Deposit,then the Seller will account to the Buyer for the Deposit paid.
- 2.9 The Seller is not liable to pay interest on any refunded Deposit provided that the Deposit is refunded to the Buyer within 15 Working Days of the date the Contract is:
 - (a) terminated due to the Seller's default; or
 - (b) rescinded.
- 2.10 The payment of the Deposit by the Buyer to the Seller does not create a charge over the Land to the value of the Deposit or any other amount.

3 DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit to be paid pursuant to clause 2.2 may be accepted by way of a Deposit Bond or Bank Guarantee provided that at least 3 Working Days prior to the Date of this Contract the Buyer:
- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee; and
 - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval.
- 3.2 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 The Deposit Bond or Bank Guarantee must:
- (a) show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee; and
 - (b) be for an amount that is not less than 5% of the Price.
- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion.
- 3.5 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
 - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.6 If the Buyer is in default under clause 3.5 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2 and immediately, and without the notice necessary under clause 24, clause 25 applies.

4 DATE FOR COMPLETION

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by the Contract and if not specified or determined, within a reasonable time.
- 4.2 The Seller will not be liable to the Buyer for any damage or loss caused to the Land after Completion, including building waste, except where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

5 SIGNING OF LEASE

- 5.1 The Buyer must, no later than 20 Working Days after the date the Seller serves the Lease on the Buyer:
- (a) sign each original of the Lease; and
 - (b) return the original signed Leases to the Seller's Solicitor.

- 5.2 If the Buyer requests a change to their name and/or address after the Seller serves the Lease on the Buyer:
- (a) the Seller may arrange for a new Lease to be prepared and served on the Buyer subject to the Buyer paying the Seller's legal costs of \$330.00 (including GST) which will be adjusted on Completion; and
 - (b) the Date for Completion will not be extended.
- 5.3 The Buyer undertakes to register the Lease following Completion.

6 HOUSING DEVELOPMENT GUIDE

- 6.1 The Housing Development Guide is annexed to this Contract for information only.
- 6.2 If there is any variation to the Housing Development Guide prior to Completion, the Seller may notify the Buyer and provide:
- (a) a copy of the final form of the amended document; or
 - (b) the variations,
- to the Buyer prior to Completion.
- 6.3 The Buyer acknowledges that the Land is ready and available for inspection.
- 6.4 The Buyer enters into this Contract in reliance upon the Deposited Plan annexed to this Contract and on the Buyer's own enquiries.
- 6.5 If there is an inconsistency between the Housing Development Guide and the Deposited Plan, the Deposited Plan prevails.
- 6.6 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of any matter set out in the Housing Development Guide.
- 6.7 All references to 'Land Development Agency' or 'LDA' in the Housing Development Guide are replaced with 'Suburban Land Agency' to the extent applicable.

7 VARIATION TO LAND AND HOUSING DEVELOPMENT GUIDE

- 7.1 The Buyer acknowledges that the Specimen Crown Lease, the Housing Development Guide, the Block Details Plan, the Deposited Plan and any other plans in relation to the Land may be affected by:
- (a) the requirements of legislation;
 - (b) variations to the Territory Plan;
 - (c) the requirements of government authorities; and/or
 - (d) physical conditions affecting the Works,
- and may result in one or more of the following:
- (e) minor redefinition of the boundaries of the Land;
 - (f) minor road re-alignment or dedication; or

(g) minor variations of the easements relating to the provision of electricity, gas, water, sewerage and stormwater services.

7.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.

7.3 The area of the Land specified in the Block Details Plan was subject to final survey and in the event of inconsistency with the area in the Deposited Plan, the Deposited Plan prevails.

7.4 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of any matter set out in clause 7.1 or clause 7.3.

8 PLANNING CONDITIONS

8.1 The Buyer acknowledges that the Planning and Land Authority is responsible for all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Planning and Land Authority granting or denying any consent or approval in relation to the Land.

8.2 The Buyer acknowledges the obligation to make its own enquiries and satisfy themselves as to the currency and accuracy of information contained in the Territory Plan.

8.3 The Buyer acknowledges that the Planning and Land Authority is responsible for the Territory Plan and the Buyer will make no claim against the Seller whatsoever in this regard.

8.4 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's Development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

9 PROPERTY ACT

9.1 The Property Act does not apply to this Contract as:

(a) this Contract is not a sale of residential property; and

(b) the grant of the Lease will be the first grant of a Crown lease over the Land.

10 NON CONFORMING TRANSFERS NOT TO BE USED

10.1 The Buyer will not be able to use the non conforming transfer provisions of section 17 of the *Duties Act 1999 (ACT)* in relation to this Contract as this Contract will be the first grant of a Crown lease over the Land.

11 ENTIRE AGREEMENT

11.1 The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

12 NO RELIANCE

12.1 Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork) except as set out in this Contract.

13 CO OWNERSHIP

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

14 NON MERGER

14.1 If any term of this Contract may be given effect to after Completion that term will not merge on Completion but will continue in force for as long as necessary to give effect to it.

15 BUYER RELIES ON OWN ENQUIRIES

15.1 The Buyer:

- (a) relies on its own enquiries in relation to the Land; and
- (b) warrants that in entering into this Contract the Buyer:
 - (i) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Land;
 - (ii) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land other than documentation forming part of this Contract; and
 - (iii) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.

15.2 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Land other than documentation forming part of this Contract.

16 PRIVACY

16.1 The Buyer acknowledges that they have received, read, and understood the Land Privacy Policy and Land Collection Notice, and accepts that any information collected by the Seller pursuant to this Contract, or previously in relation to this Contract, is held and used in accordance with the Land Privacy Policy and Land Collection Notice.

16.2 The Buyer consents to the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies.

17 BUYER RIGHTS AND LIMITATIONS

17.1 The Buyer is not entitled to make any requisitions on the title to the Land.

- 17.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of:
- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
 - (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
 - (c) any matter contained in the Block Fill Plans or the existence of regrading, fill or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise; and
 - (d) anything disclosed in this Contract (except an Affecting Interest).
- 17.3 The Buyer acknowledges, understands and accepts that the existence of regrading, fill, contamination of any Substance or other disability of or upon the Land may result in work for the construction of any building on the Land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill, contamination of any Substance or other disability.
- 17.4 The Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Land.

18 SELLER WARRANTIES

- 18.1 The Seller warrants that at the Date of this Contract the Seller:
- (a) will be able to complete at Completion;
 - (b) has no knowledge of any unsatisfied judgment, order or writ affecting the Land;
 - (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Land; and
 - (d) is not aware of any material change in the matters disclosed in the Housing Development Guide.
- 18.2 The Seller warrants that on Completion:
- (a) the Seller will have the capacity to complete;
 - (b) there will be no unsatisfied judgment, order or writ affecting the Land;
 - (c) 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 Land; and
 - (d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.
- 18.3 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.

19 ADJUSTMENTS

- 19.1 As the Lease will be granted on Completion, there will be no adjustments of Income or Land Charges.

20 TERMS OF POSSESSION

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

21 INSPECTION OF LAND

21.1 The Buyer may on reasonable notice to the Seller inspect the Land during the period 14 days prior to the Date for Completion.

22 ERRORS AND MISDESCRIPTIONS

22.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) in full and final settlement if the Buyer suffers a loss as a result of an error of any kind or misdescription and the Buyer makes a claim for compensation before Completion.

22.2 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.

22.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

23 COMPENSATION CLAIMS BY BUYER

23.1 This clause 23 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 22.

23.2 To make a claim for compensation (including a claim under clause 22) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

(a) the Seller can rescind if in the case of a claim that is not a claim for delay:

- (i) the total amount claimed exceeds 5% of the Price;
- (ii) the Seller gives notice to the Buyer of an intention to rescind; and
- (iii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice; and

(b) if the Seller does not rescind under clause 23.2(a), the parties must complete and:

- (i) the claim must be finalised (subject to clause 23.2(b)(v)) either by agreement or, failing agreement, by an arbitrator appointed by the parties or, if an appointment is not made within 20 Working Days after Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (ii) the decision of the arbitrator is final and binding except for:
 - A. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - B. error in the application of law by the arbitrator in making his or her determination; or
 - C. improper or unlawful conduct by the arbitrator or either Party that affected or might reasonably be thought to affect the arbitrator's determination;

- (iii) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator;
- (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
- (v) 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.

24 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 24.1 If Completion does not take place by the Date for Completion, either party may, at any time after the Date for Completion, serve on the other party a Notice to Complete.
- 24.2 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.
- 24.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other party.
- 24.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 24.5 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.
- 24.6 A Default Notice must:
- (a) specify the default; and
 - (b) 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).
- 24.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 24.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 24.9 Clauses 25.1 to 25.2 will apply as applicable where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 24.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party:
- (a) the time agreed to in the variation remains an essential term; and
 - (b) the consent to the variation must be in writing and be served on the other party.
- 24.11 The parties agree that:
- (a) the time referred to in clauses 24.2 and 24.6(b) is fair and reasonable; and

- (b) where a Notice to Complete or a Default Notice is validly served, the defaulting party will be liable for the non-defaulting party's costs for serving the notice, being \$110.00 (GST inclusive) which will be adjusted on Completion.

25 TERMINATION – BUYER DEFAULT

- 25.1 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 this Contract and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 5% of the Price) and either:
- (a) sue the Buyer for breach; or
 - (b) resell the Land 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 Land within 12 months of termination.
- 25.2 In addition to any money kept or recovered under clause 25.1, 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.
- 25.3 If the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 25.1, the Seller is entitled to, and will, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

26 TERMINATION – SELLER DEFAULT

- 26.1 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:
- (a) terminate and seek damages; or
 - (b) enforce without further notice any other rights and remedies available to the Buyer.

27 RESCISSION

- 27.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- (a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - (b) neither party is liable to pay the other any amount for damages, costs or expenses.

28 DAMAGES FOR DELAY IN COMPLETION

- 28.1 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:
- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the party not at default if Completion occurs later than 7 days after the Date for Completion.

28.2 The party at fault must pay the amount specified in clause 28.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

28.3 The parties agree that:

- (a) the amount of any damages payable under clauses 28.1(a) to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
- (b) the damages must be paid on Completion.

29 FOREIGN BUYER

29.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

29.2 This clause is an essential term.

30 GST

30.1 The Buyer and the Seller agree that the Margin Scheme applies to the Supply of the Land.

30.2 The Seller warrants that it can use the Margin Scheme and promises that it will.

31 INSOLVENCY

31.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.

31.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 31.1 or by some other means), the Seller may terminate this Contract and clause 25 will apply.

32 POWER OF ATTORNEY

32.1 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.

33 NOTICES CLAIMS AND AUTHORITIES

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

33.2 To serve a notice a party must:

- (a) leave it at; or
- (b) send it by a method of post requiring acknowledgement 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) send it by facsimile to a party's solicitor, and 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; or

- (e) send it by email to an email address of the party's solicitor (whether to the solicitor's firm generally or specifically to the practitioner specified on the Schedule) as notified from time to time.

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

33.4 If a notice is served in accordance with:

- (a) clause 33.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, at 9.00am on the next Working Day;
- (b) clause 33.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted; or
- (c) clause 33.2(e), the notice is taken to have been received at the time that is the earlier of:
 - (i) the time it was sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the sender receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that if the notice would otherwise be taken to be received on a day that is not a Working Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Working Day.

34 BUSHFIRE PROTECTION

34.1 The Buyer acknowledges that the Land may be affected by legislation and regulations in connection with bushfire protection and that those requirements are subject to change.

35 CAT CONTAINMENT

35.1 The Land is part of an area which may be declared to be a cat curfew area under the *Domestic Animals Act 2000* (ACT) and cats located within areas declared to be cat curfew areas must be confined to their keeper's or carer's premises at all times.

36 GEOTECHNICAL INFORMATION

36.1 The Site Classification Certificate with respect to this Land has been disclosed in this Contract.

36.2 If there is any variation to the Site Classification Certificate prior to Completion, the Seller may notify the Buyer and provide:

- (a) a copy of the final form of the amended document; or
- (b) the variations,

to the Buyer prior to Completion.

36.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of any matter set out in the Site Classification Certificate.

37 SELLER ENTITY

- 37.1 A reference to a requirement, approval, consent, obligation, action or right (or any purported requirement, approval, consent, obligation, action or right) of the Land Development Agency or LDA in this Contract (or any document referred to in or attached to this Contract), that may be exercised, accrues, or occurs or is required to occur on or after 1 July 2017 will be taken to be a requirement, approval, consent, obligation, action, occurrence or right of, or in respect of, the Suburban Land Agency, unless the context requires otherwise.

38 SERVICE PROVIDERS

- 38.1 The Seller is not a Utility Service provider and any works undertaken on the Land by the Seller do not include actual connections to services, substations or transformers that may be required for such connections.
- 38.2 The Buyer will be responsible for contacting all relevant service providers for Utility Services as soon as practicable to arrange servicing of the Land by those service providers to avoid delays to their Development caused as a consequence of being unable to access a Utility Service.

39 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 39.1 to 40.2 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 39.1 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.
- 39.2 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 Land from the Seller to the Buyer.
- 39.3 The following clauses 39.4 to 40.2 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 39.4 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 39.1 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 Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 39.5 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 at least 10 Working Days prior to the Date for Completion.
- 39.6 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.

- 39.7 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 39.8 The Seller must forward the unendorsed bank cheque provided under clause 39.7 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 39.9 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent of the purpose of completing any notification required to be given by the Buyer to the ATO.
- 39.10 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, 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 including the updated RW Amount Information.
- 39.11 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 39.7 to the ATO.

40 POTENTIAL RESIDENTIAL LAND

- 40.1 If the 'Potential Residential Land?' option on the Schedule is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:
- (a) registered for GST purposes; and
 - (b) acquiring the Land for a creditable purpose,
- the Buyer must provide the Seller with a statement to that effect on the earlier of:
- (c) 10 Working Days before the Date for Completion; or
 - (d) 20 Working Days after the Date of this Contract.
- 40.2 Where the Buyer has provided the statement referred to in clause 40.1, the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

41 DEFINITIONS

- 41.1 Definitions appear in the Schedule and as follows:

ACT Revenue Office means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;

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

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

Balance of the Price means the Price less the Deposit;

Bank Guarantee means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;

Block Details Plan means the plan described as such in the Housing Development Guide;

Block Fill Plans means the plans described as such in the Housing Development Guide;

Completion means the time at which this Contract is completed;

Contract means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this Contract;

Covenant includes restrictive covenant;

Default Notice means a notice in accordance with clauses 24.5 and 24.6;

Deposit means the deposit forming part of the Price as specified in the Schedule;

Deposit Bond means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;

Deposited Plan means plan relating to the Land and registered under Section 7 of the *Districts Act 2002* (ACT), attached at Annexure C in this Contract;

Development has the meaning in the Planning Act;

Encumbrance includes an unregistered or statutory encumbrance, but does not include an encumbrance that is to be released or discharged on or before Completion;

Estate means the division where the Land is located, as specified in the Schedule.

GST has the meaning ascribed to it under the GST Law and, where appropriate, includes voluntary and Notional GST. Expressions used in this Contract of Sale which are defined in the GST Law have the same meaning as given to them in the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Development Guide means the Housing Development Guide for the Estate annexed to this Contract or as amended from time to time;

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

Income means the rents and profits derived from the Land;

Insolvency Event means the following:

- (a) where the Buyer is a natural person and:
 - (i) the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - (ii) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (iii) the Buyer commits an act of bankruptcy; or

- (b) where the Buyer is a body corporate and:
- (i) the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the Corporations Act 2001 (Cth); or
 - (ii) a controller (as defined by the Corporations Act 2001 (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets.

Land means the land described in the Schedule and to be the subject of the Lease;

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

Land Collection Notice means the collection notice provided by the Suburban Land Agency to the Buyer in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at www.suburbanland.act.gov.au;

Land Development Agency means the agency established under section 31 of the Planning Act, which ceased to exist on 30 June 2017;

Land Privacy Policy means the privacy policy provided by the Suburban Land Agency to the Applicant in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at www.suburbanland.act.gov.au;

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

Lease means a Standard Lease which may, where the Land is affected by an easement identified in the Housing Development Guide, include an annexure or additional provisions detailing the terms of the easement;

Margin Scheme has the meaning in the GST Law;

Notice to Complete means a notice in accordance with clauses 24.1 and 24.2 requiring a party to complete;

Notional GST means, where the supplier is the Commonwealth and an obligation exists to make voluntary or notional GST payments under section 177-1 of the GST Law, those voluntary or notional payments are made by or on behalf of the Commonwealth. For the avoidance of doubt Notional GST amounts will be calculated as if the GST Law applies to the relevant supplies;

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

Planning and Land Authority means the body corporate established in accordance with the Planning Act;

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

RW Amount means the amount which must be paid under section 14-250 of the Withholding Law.

RW Amount Information means the information set out in the table entitled "RW Amount (Residential Withholding Payment) — Further Details" set out in this Contract; and as provided or updated under this Contract.

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 Land from the Seller to the Buyer.

Schedule means the schedule to this Contract;

Site Classification Certificate means the Site Classification Certificate annexed to this Contract at Annexure D;

Specimen Crown Lease means the Specimen Standard Lease annexed to this Contract at Annexure B;

Standard Lease means a Crown lease that is not subject to the provisions of the Land Rent Act that will be granted in accordance with the Planning Act in a form similar to the Specimen Standard Lease;

Suburban Land Agency means the agency established under section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT);

Substance means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes:

- (a) asbestos;
- (b) polychlorinated biphenyls;
- (c) heavy metals;
- (d) chemicals;
- (e) contaminants; and
- (f) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;

Supply has the meaning in the GST Law;

Territory Plan means the *Territory Plan 2008* (ACT) as amended and varied from time to time;

Utility Service includes drainage, electricity, garbage collection, gas, sewerage, telecommunications or water;

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

Working Days has the meaning given to it by the *Legislation Act 2001* (ACT); and

Works means the works that the Seller was required to undertake in order to comply with the development application in relation to, and obtain operational acceptance for, the Stage.

42 INTERPRETATION

42.1 In this Contract:

- (a) 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;
- (b) the singular includes the plural, and the plural includes the singular;
- (c) a reference to a person includes a body corporate;
- (d) a term not otherwise defined has the meaning in the *Legislation Act 2001* (ACT); and

- (e) a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

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

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

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

ANNEXURE A - HOUSING DEVELOPMENT GUIDE

ANNEXURE B - SPECIMEN CROWN LEASE

ANNEXURE C - DEPOSITED PLAN

ANNEXURE D - SITE CLASSIFICATION CERTIFICATE

ANNEXURE E - LANDSCAPE GUIDELINES

ANNEXURE F - SPECIAL CONDITIONS

43 LANDSCAPE REBATE

43.1 If the Buyer:

- (a) effects Completion on or by the date that is 3 months after the Date of this Contract; and
- (b) satisfies the Mandatory Requirements,

the Seller, subject to clauses 43.2, 43.3 and 43.4, will pay the Landscaping Rebate to the Buyer if the Buyer:

- (c) landscapes the Front Garden of the Land in accordance with the Landscape Guidelines;
- (d) reinstates the Verge adjoining the Land including dryland grassing, streets trees, footpaths and driveways prior to applying for the Landscape Rebate, including ensuring the Verge is clean and free from building materials, refuse and rubbish; and
- (e) lodges the Rebate Application in accordance with clause 43.2.

43.2 To be eligible for the Landscape Rebate, the Buyer must lodge the Rebate Application with the Seller by the date that is:

- (a) 6 months after the date a certificate of occupancy and a certificate of compliance have been issued with respect to the dwelling on the Land; and
- (b) no later than 24 months after Completion,

after which time the Buyer, including any transferee of the Buyer, will no longer be eligible for the Landscape Rebate.

43.3 The Landscape Rebate will be paid to the Buyer once the Seller has been provided with:

- (a) a correctly completed Rebate Application; and
- (b) evidence, satisfactory to the Seller, that the eligibility requirements for the Landscape Rebate have been met, including a copy of the approval letter from TCCS for landscape works undertaken on the Verge (if applicable),

by the dates specified in clause 43.2.

43.4 If the Buyer sells the Land, the Buyer's transferee will not be eligible for the Landscape Rebate.

43.5 Despite clause 43.4, the Buyer's transferee will be eligible for the Landscape Rebate if:

- (a) the Land is the subject of a building contract between the Buyer and the Buyer's transferee; and
- (b) the Seller is provided with:
 - (i) a completed Right to Transfer Rebate Form
 - (ii) that the Buyer's transferee:
 - A. is the Crown lessee of the Land;
 - B. entered into a building contract with the Buyer for the construction of a dwelling on the Land which does not include landscaping for the Front Garden; and

C. has satisfied the Landscape Rebate criteria set out in this clause 43 and the Landscape Guidelines,

and the Buyer acknowledges that any subsequent transferee will not be eligible for the Landscape Rebate.

43.6 In this clause 43:

- (a) **Block** means a parcel of land that may or may not contain buildings or other improvements.
- (b) **Block Boundary** means the boundary of a Block as shown on the Landscape Plans and does not include the Verge.
- (c) **Building Line** means the building line of a Block as shown on the Landscape Plans.
- (d) **Compact Block** means a Block with an area of 250m² or less.
- (e) **Front Garden** means the area between the Building Line and the Block Boundary as shown on the Landscape Plans.
- (f) **Kerb Line** means the kerb line of a Block as shown on the Landscape Plans.
- (g) **Large Block** means a Block with an area greater than 500m².
- (h) **Large Frontage Block** means a Block with a street frontage boundary greater than 25 metres.
- (i) **Landscape Guidelines** means the document with the title 'Front Garden Landscape Rebate Scheme & Guideline for Throsby' attached to this Contract at Annexure E.
- (j) **Landscape Plans** means the plans in the Landscape Guidelines depicting examples of typical front garden landscaping works.
- (k) **Landscape Rebate** means:
 - (i) for a Compact Block - \$4,000;
 - (ii) for a Mid-sized Block - \$6,000;
 - (iii) for a Large Block - \$8,000; and
 - (iv) for a Large Frontage Block means \$12,500.
- (l) **Mandatory Requirements** are the design and building requirements with that title set out in the Housing Development Guide (as applicable).
- (m) **Mid-sized Block** means a Block with an area greater than 250m² but less than or equal to 500m².
- (n) **Rebate Application** means the application form included in the Landscape Guidelines.
- (o) **Right to Transfer Rebate Form** means the form attached at Annexure E which is to be completed by the Buyer under clause 43.5(b)(i), if applicable, confirming the Buyer:
 - (i) waives its right to the Landscape Rebate under this Contract and the Landscape Guidelines; and
 - (ii) transfers the rights and obligations of the Buyer under clauses 43.1, 43.2 and 43.3 of this Contract to the Buyer's transferee.

- (p) **TCCS** means Transport Canberra and City Services or its successors.
- (q) **Verge** means the area between the Block Boundary and the Kerb Line, commonly known as the nature strip, as shown on the Landscape Plans.